



**CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: A public hearing to consider a Special Planning Area Amendment, Development Plan & Review Amendment, Conditional Use Permit, Finding of Default, Development Agreement, and Mall Agreement for the Outlet Collection at Elk Grove (File No. EG-14-012)

MEETING DATE: October 8, 2014

PREPARED BY: Christopher Jordan, AICP, Planning Manager

DEPARTMENT HEAD: Darren Wilson, PE, Interim Planning Director

PROJECT DESCRIPTION:

Location: 10465 Promenade Parkway, APN 134-1010-001
Planner: Christopher Jordan, AICP
Applicant: Elk Grove Town Center, L.P.
Property Owner: Same

RECOMMENDED ACTION:

The Planning Commission recommends (5-0) that the City Council:

- 1) Adopt a Resolution finding Elk Grove Town Center, LP in default of the 2001 Lent Ranch Marketplace Development Agreement;
- 2) Introduce and waive the full reading, by substitution of title only, an Ordinance adopting amendments to the Lent Ranch Special Planning Area;
- 3) Adopt a Resolution approving the Regional Mall District Development Plan & Review (amendment to the District Development Plan) and the Conditional Use Permit for the Outlet Collection at Elk Grove Project (File No. EG-14-012), subject to findings and conditions of approval;

- 4) Introduce and waive the full reading, by substitution of title only, an Ordinance adopting a Development Agreement with Elk Grove Town Center, LP; and
- 5) Adopt a Resolution approving the amended and restated agreement regarding the Regional Mall, Fees, and Infrastructure with Elk Grove Town Center, LP.

PLANNING COMMISSION REVIEW:

The Planning Commission reviewed this Project at its regular meeting on September 18, 2014. After receiving presentations from staff and the applicant, the Commission received public comment from the following individuals. Written comments provided to the Planning Commission by these individuals, and others, are included in Attachment 7

- Elisa Paster, Daniel Jordan, and Michael Grehl representing M&H Realty Partners (M&H) (see discussion below);
- Jim Cline, a local resident and representative of the Elk Grove Chamber of Commerce, who indicated support for the Project; and
- Jeff Ramos from Cosumnes Community Services District (CCSD), regarding a request from the Fire Department (see discussion below).

M&H opposed the Project for the reasons stated in their attached comment letters (Attachment 7). The City's legal and planning staffs have reviewed the letter and points raised by M&H and have concluded that the objections are without merit.

Jeff Ramos, General Manager of the CCSD, spoke in support of a condition of approval requiring the Project's annexation into the Fire Community Facilities District (see additional information on page 42).

Following the closing of the public hearing, the Commission deliberated on the Project. Commissioners were impressed with the design and did not have any specific objections. They noted that the proposed signage was appropriate for the site given the scale of the facility and its location in the community.

The Commission did identify two changes to the draft materials. First, they directed that additional language be added to page 5-12 of the draft revised Lent Ranch Special Planning Area to clarify that applications, where the

Planning Director is the designated approving authority, may be elevated to the Planning Commission for action by the Director if certain criteria is met.

Second, the Commission directed that condition of approval number 35, addressing annexation of the Project into the CCSD Fire Community Facilities District (CFD), be removed. See the additional discussion on page 45 of this report for additional background. The Commission identified that the imposition of the draft condition penalized the Project for not completing construction in 2008 under the existing approval due to the downturn of market conditions. Therefore, they stated the condition should not apply.

The directed changes have been incorporated into the materials provided to City Council.

PROJECT DESCRIPTION:

The proposed Project, The Outlet Collection at Elk Grove, involves a number of actions (described below) that authorize the construction of approximately 775,000 square feet of commercial uses (with up to 689,000 square feet of that being gross leasable area) consistent with the Lent Ranch Special Planning Area ("Lent Ranch SPA", or "SPA"). This authorization would restructure the existing approvals for 1,300,000 square feet (with 1,100,000 square feet of that being gross leasable area) that were provided with the Elk Grove Promenade Project (EG-05-878), including the reuse of approximately 332,000 square feet of previously constructed buildings. Further, it includes (1) a periodic review with a determination that the Applicant is in default of the 2001 Development Agreement; (2) the establishment of a new Development Agreement; and (3) a restating of a prior agreement between the City and the Applicant regarding development of the property as it relates to fees and infrastructure.

The Lent Ranch SPA establishes the zoning regulations and permit requirements for the subject property. Section 5 of the SPA requires that, prior to issuance of building permits, a Development Plan first be approved by the City Council after recommendation by the Planning Commission. Further, Section 65867 of the State Government Code and Section 23.16.140 of the City's Municipal Code require Planning Commission review and recommendation prior to City Council action on Development Agreements.

Special Planning Area Amendments

The proposed amendments to the Lent Ranch SPA accomplish the following:

- Reflect the ultimate development of infrastructure in and around the SPA area, including water, sewer, and drainage services. Specifically, the changes recognize that some improvements, which were initially contemplated as interim facilities, are permanent facilities.
- Removes references to the County General Plan and other City policies in place in 2001 when the SPA was adopted, updating them consistent with the current General Plan.
- Changing references from “fashion department stores” to “fashion retailers” throughout, reflecting the changing makeup of retail services.
- Adding wireless telecommunication facilities to the list of uses permitted upon issuance of a Conditional Use Permit (CUP).
- Revising and clarifying the permitting procedures for development of the Regional Mall area of the SPA and how subsequent development within the entire SPA is processed.
- Updates to the required findings for approval of subsequent district development plans and development plan reviews.
- Adding provisions regarding signage to the SPA.

Regional Mall District Development Plan & Review

Consistent with the current and proposed amendments to the SPA, the Regional Mall District Development Plan & Review authorizes the initial construction of up to 775,000 square feet of commercial uses (reusing approximately 332,000 square feet of previously constructed buildings under the EG-05-878 approval), consisting of retail, dining, and entertainment uses. Additional development sites (Phase 1B) are contemplated along Promenade Parkway as illustrated in the Project exhibits. The Project reserves a Phase 2 area at the north end of the site.

The Applicant proposes to reconstitute the facility from what was approved by the City Council in the summer of 2007. Primary, core tenants will be solicited based upon the outlet mall concept, with manufacturer-branded stores selling direct to consumers; however, it will include a number of other shopping, dining, and entertainment opportunities, such as a movie theatre and multiple restaurant spaces. As described later in this report, the

Project proposes to utilize much of the existing building shells and continue many of the architectural elements and design features from the 2007 approval. In this way, the proposed Project is seen as an amendment to the existing approvals, rather than a new approval.

Conditional Use Permit

The Project includes a CUP for up to three wireless telecommunication facilities (cell towers). The facilities would be entirely screened within tower structures along the perimeter of the core development area and would allow for up for three providers in each tower.

Agreements

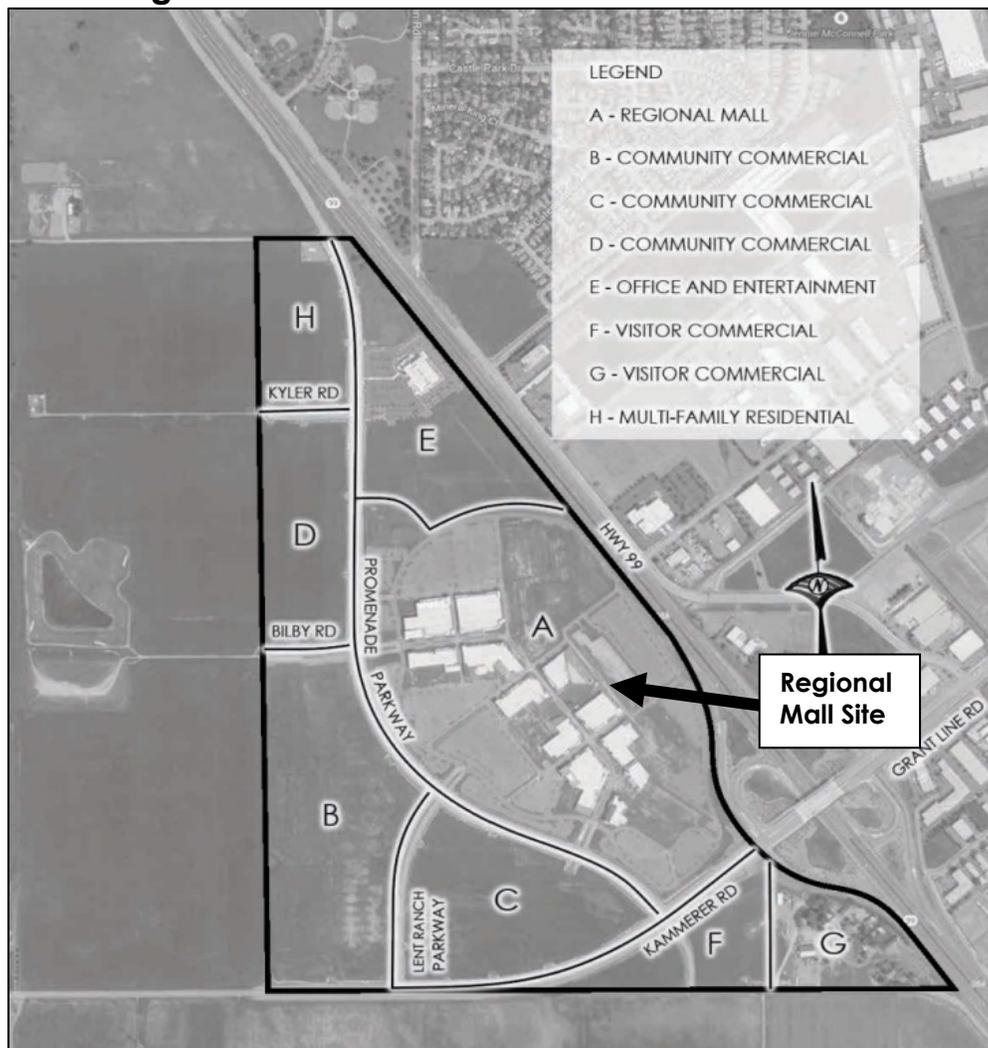
Finally, the Project includes action on a number of agreements between the Applicant and the City. First, staff recommends a periodic review be conducted and that the Applicant be found in default of their current Development Agreement. The existing Development Agreement (the 2001 Agreement) identifies the development of a “Regional Mall” that is defined based upon a conceptual figure from the SPA and that “shall contain between three and five Anchor Stores and between fifty and two hundred Minor Tenants or Mall Shops.” An “Anchor Store” is defined in the agreement as a “department store with National Recognition..., a minimum of 140,000 gross leasable square feet in size, two to three stories in height with at least two floors of retail area.”

Subsequent to this finding, the Applicant requests a new Development Agreement with the City based upon the revised characteristics of the regional mall development, as described in this report, and an amendment and restatement of the Applicant’s agreement with the City regarding the Regional Mall, Fees, and Infrastructure. Therefore, the Applicant appears to be in default under the 2001 Development Agreement by proposing a development that is not consistent with the 2001 Development Agreement. If the default remains uncured, the City may modify or terminate the 2001 Development Agreement as to the Applicant (pursuant to Section 22 of the 2001 Development Agreement).

BACKGROUND:

On June 27, 2001, the City Council adopted the Lent Ranch SPA, establishing a 295-acre future commercial area in the southern part of the City, at Grant Line Road and State Route 99 (SR-99). The SPA utilizes five different land use types to divide the 295-acre Lent Ranch site into eight commercial districts. The five land use types include Regional Mall, Community Commercial, Office and Entertainment, Visitor Commercial, and Multi-Family Residential. The SPA provides allowable use information and development standards for each land use type. The proposed Project is located on the Regional Mall district designated by the SPA.

Figure 1: Lent Ranch SPA Land Use Exhibit



The SPA established a staged entitlement process for future projects. Stage 1 is the establishment of the SPA and the approved Tentative Subdivision Map. Stage 2 requires the development and approval of district development plans, which describe the layout, architecture, circulation, and landscaping for each development area in the SPA. Stage 3 involves design approvals for the individual buildings within each development plan. Stages 2 and 3, combined, are similar to the City-wide design review process. The completion of all stages is required prior to the issuance of grading permits, improvement plans, and building permits for each development area. The Regional Mall site, per the SPA, was allowed to merge Stages 2 and 3 together.

The City also entered into two agreements with the property owners within the SPA. The first is a Development Agreement (part of the 2001 approval) and the second is an Agreement Regarding the Regional Mall, Fees, and Infrastructure (approved in 2007), which are summarized as follows:

- **The Development Agreement** establishes timeframes for development of the property, as well as responsibilities of the City to complete certain public roadway improvements. The Development Agreement also limits the City's ability to approve development on property outside of the Regional Mall site until certain improvements at the Mall are completed by the Developer. Finally, the Development Agreement establishes a vested right to develop the property under the SPA and all ordinances and regulations in place at the time of the adoption of the SPA (2001).
- **The Agreement Regarding the Regional Mall, Fees, and Infrastructure** (the Infrastructure Agreement) defines the purchase of infrastructure and rights-of-way and other unreimbursed infrastructure for the project, and sets forth additional timelines for opening of the Mall. As part of the Infrastructure Agreement, the City and Developer entered into a License Agreement for the parking area of the Mall. The License Agreement requires the City to pay the Developer for this nonexclusive right at a rate based upon sales tax generated by the property to a maximum of \$18.6 million. Through this process, the Developer would be reimbursed for up to 90 percent of the actual unreimbursed costs of the public improvements (road, water, sewer, and drainage) in the SPA area.

On July 11, 2007, the City Council approved the Development Plan Review for the Regional Mall site, referred to as the Elk Grove Promenade (EG-05-878). This was followed on September 28, 2007 with the approval of Development Plan Review for the anchor stores and on October 4, 2007 for the cinema building. The approved site plan is provided as Figure 2. The existing approvals cover the following:

- **Overall characteristics:** Site plan, architecture, outdoor spaces, onsite amenities, landscaping, and signage for 1.1 million square feet of gross leasable development.
- **Key Tenants:** Two department store anchors, a retail superstore (Target), a cinema, a large format book store, an approximately 5,000 square foot food court with both indoor and outdoor seating, six restaurant pads, and approximately 454,000 square feet of retail tenants.
- **Open space and amenities:** “The Green”, a large, park-like outdoor space in the center of the proposed development with landscaping, a water feature, artistic elements, walkways, and additional outdoor seating.
- **Bicycle and pedestrian components:** In addition to providing onsite vehicle parking, the project provides onsite bicycle parking as well as landscaped pedestrian spines to facilitate pedestrian movement from Promenade Parkway and through parking fields into the mall.
- **Vehicle Circulation:** Vehicle traffic is allowed within the center and parking stalls are provided near store fronts. A ring road is provided around the outer edge of the site to facilitate vehicle movement through the parking fields.
- **Architecture:** Contemporary architecture for core buildings, utilizing a variety of building materials and colors to create visual interest.

Figure 2: 2007 Development Plan Review Approved for the Regional Mall



From 2007 through spring 2011, a substantial amount of work was completed to bring the site forward for occupancy. Specifically:

- A series of water transmission mains that loop the water system from the Auto Mall through the SPA and across the freeway were completed.
- Storm water conveyance, water quality, and peak flow attenuation facilities were constructed.
- West Stockton Boulevard (now Promenade Parkway) was realigned and new roads Lent Ranch Parkway, Kyler Road, and Bilby Road were constructed. A section of Kammerer Road was also reconstructed and widened. Separately, the Grant Line Road interchange at SR-99 was upgraded.
- A sewer lift station and force main were constructed..
- On-site improvements were initiated (and in some cases completed), including shells for the in-line tenants of the core development and much of the parking area, drive aisles, and parking lot lighting.

The original mall developer, General Growth Properties (GGP), filed for bankruptcy in April 2009, approximately five months after on-site work at the mall property was suspended. At the conclusion of the bankruptcy, GGP was divided between a new GGP and new entity, the Howard Hughes Corporation (HHC). HHC has replaced GGP as the general partner and assumed control of Elk Grove Town Center, LP, and was responsible for completion of the off-site work.

Figure 3 shows the existing condition (2014) of the regional mall facility. The structures are in good condition and can be used to complete the Project.

Figure 3: 2014 Condition of the Regional Mall



Figure 3 (Cont.)



ANALYSIS:

The proposed Project has been reviewed in accordance with the City's General Plan and the development standards of the Lent Ranch SPA and Title 23 of the Municipal Code (herein after the Zoning Code). The design of the proposed Project has been prepared and analyzed in the context of the proposed SPA amendments. All Project exhibits are provided in Attachment 3.

Special Planning Area Amendments

A series of amendments to the SPA are proposed as part of the Project (Exhibit A of Attachment 2). These changes:

1. Update various references to the City's General Plan and reflect the status of various utility improvements in the surrounding area;
2. Clarify the regulations applicable to future development under the SPA (e.g., signage, conditions of approval)
3. Add wireless telecommunication facilities as a conditionally permitted use;
4. Clarify Stages 2 & 3 of the entitlement process for development of the Regional Mall district, including modifying the findings for these subsequent approvals; and
5. Remove references from "fashion department stores" to "fashion retailers" throughout the document.

Since the recent economic downturn, few if any "traditional" malls have been developed in the United States. Outlet-style centers have been more successful, reflecting general trends in retail for "branded value" goods, where brand-name merchandise can be purchased at reasonable prices.

As discussed in the following pages, the proposed Project reflects this change in retail development while retaining many of the individual components approved in 2007. Therefore, the proposed change to the SPA is necessary to ensure the success of the larger Lent Ranch retail area by developing a successful Regional Mall district that anchors the surrounding community and visitor commercial areas.

As previously noted, the SPA establishes a three-step entitlement process where Step 1 is the SPA adoption itself and Steps 2 and 3 focus on the design of the individual districts in the SPA. In the case of the Regional Mall, Steps 2 and 3 are combined into one step, allowing for overall approval of the Regional Mall complex but requiring many of the same detailed elements as step 3 requires for the other districts. The proposed change calls for the Regional Mall to be processed more independently and on a phased basis, referred to as a Regional Mall District Development Plan & Review or “RM-DPR.” As such, programmatic elements for the overall district and detail design for the core development area would be approved by the City Council (after Planning Commission review and recommendation); architecture for pad buildings would be handled at the Planning Director level. Any future phases not identified on the Council-approved plans would require further review and Council action.

The SPA revisions include a new section regarding signage. The provisions direct the reader to the Citywide Zoning Code for topics such as measurement, maintenance, and message substitution. The development standards are deferred to the District Development Plans for each district; except for District H (Multi-Family), where the standards are the same as those allowed in the high-density residential districts Citywide. These provisions will allow the signage regulations to be crafted on a district basis, reflective of the design and operational characteristics of the proposed development. Note that this is a clarification of existing practice as prior district approvals have included this process.

Finally, staff recommends clarification to the SPA regarding the applicability of certain conditions of approval for the Lent Ranch Area. The conditions, provided in Exhibit B of Attachment 1, were established over all actions completed in 2001, including the SPA adoption, rezone of the property into the SPA, the Tentative Subdivision Map for the division of the entire 295-acres into multiple lots, the Financing Plan, the Transportation System Management Plan, and the accompanying General Plan Amendment. To clarify the applicability of the conditions, staff has prepared the table in Exhibit B, which identifies the conditions to which each of the 2001 approvals apply, as well as the status and proposed applicability of each condition moving forward. Given the analysis presented in Exhibit B, staff recommends that the conditions no longer apply to the SPA but are instead a part of the Project approvals.

Regional Mall District Development Plan & Review

The Applicant proposes to restructure the prior development plan approvals to reformat the regional mall into an outlet format. As described below, the Project will remain a regional shopping, dining, and entertainment center for the City and the larger regional area. To accomplish this change, the Applicant is requesting to amend the existing (2007) approvals for the Project with the following key changes. The proposed site plan and phase diagram is provided in Figure 4.

- Elimination of four buildings from the core development area, all at the north end;
- Modifications to nine existing buildings in the core development area;
- Addition of three buildings to the core development area;
- Elimination of vehicle circulation and parking within the core development area;
- Elimination of all department stores and the retail superstore;
- Reduction of the first phase development from 1.1 million square feet gross leasable area to 750,000 total square feet (689,000 square feet gross leasable area);
- Revision to the building design for the cinema building; and
- Reconfiguration to a portion of the parking field and some drive aisle components.

The Project identifies a Phase 2 area that includes a conceptual site layout (portions along Promenade Parkway) and an unplanned area adjacent to the core development area. Consistent with the revised SPA, Phase 2 components that are shown with conceptual site planning and parking shall be subject to Planning Director approval for final elevations. The portion of Phase 2 that is undefined will require subsequent RM-DPR action.

It should be noted that the Project plans are schematic, highlighting the design approach and character of architecture for the center in keeping with the provisions of the SPA. Final design plans will be prepared as the Project moves forward into construction with the approved design plans used as a reference point for determining compliance. This approach is appropriate given that subsequent approval for the pad buildings (Buildings S through V and the buildings along Promenade Parkway) are only subject to Planning Director approval after City Council approval of the District Development Plan. These future buildings will be analyzed for design consistency and compatibility with the core development area.

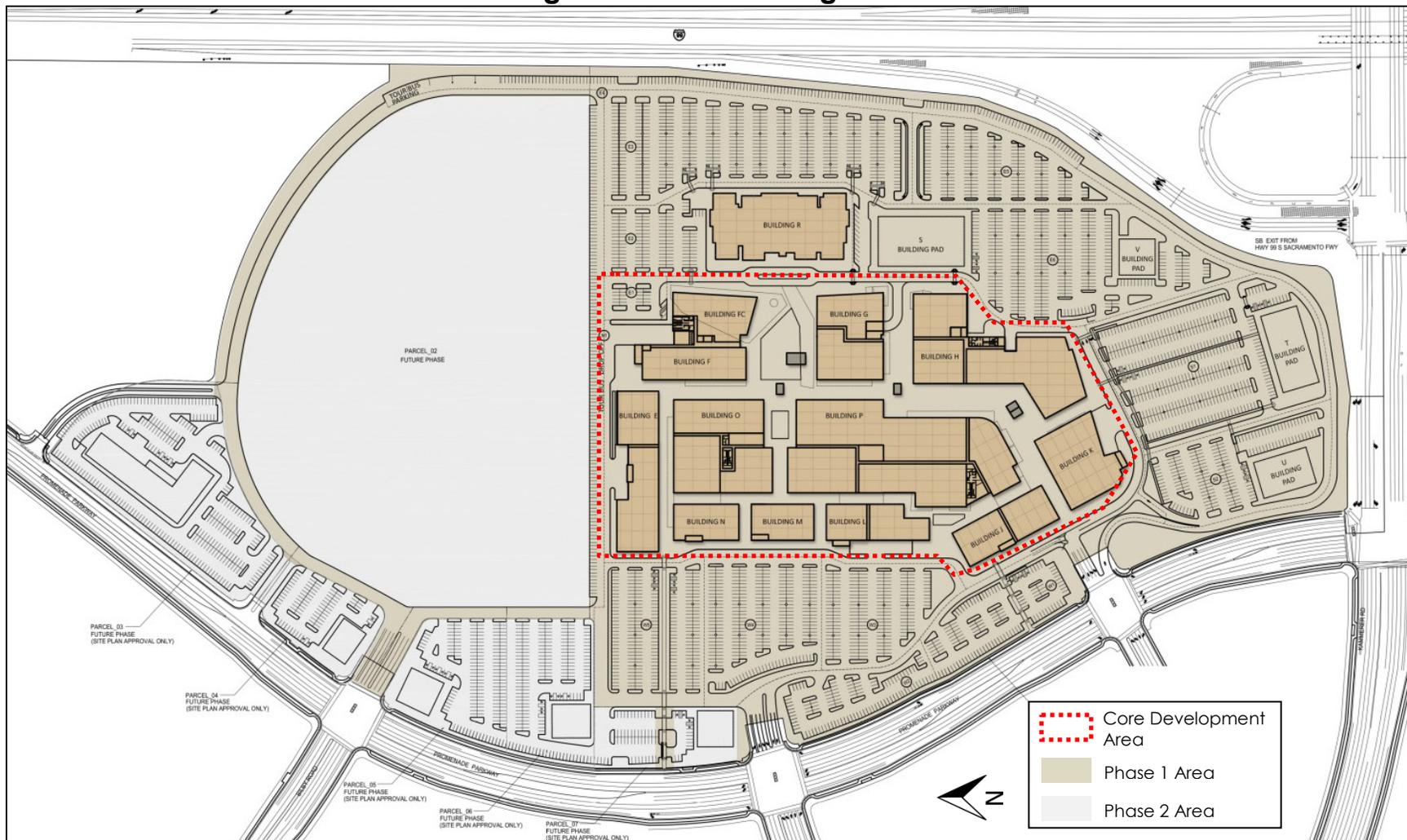
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Through this process, minor revisions from concept plans to construction drawings may be required. These revisions (i.e. a brown wall section is revised to tan) are reviewed by staff and may or may not be determined to be in compliance with the approved development plan review. Should the revision be determined to be in compliance with the previous approval, the revision is approved by staff during the plan check process. Any revision not in compliance with the previous approval requires reconsideration by the original approving authority, which in this case would be the City Council.

Figure 4A Illustrative Site Plan



Figure 4B: Phase Diagram



SPA Consistency

The table below provides a summary of the proposed Project and its consistency with the requirements of the Lent Ranch SPA (as amended)

Table 1: Project Consistency with the Lent Ranch SPA (As Amended)

	Section	Proposed Project	Consistent?
1.3	<p>Goals and Objectives (excerpt):</p> <ul style="list-style-type: none"> • Construct regional mall • Commercial of adequate size and land use mix to maximize opportunities • Reduce overall miles traveled by residents • High quality commercial that creates a sense of place and social interaction • Safe and entertaining gathering space for residents • Visually pleasing urban project, enhanced aesthetic and visual quality • Orderly development • Expanded economic base • Regional mall with fashion stores and tenants not currently represented in the City • Provide employment opportunities for City residents. 	<p>This Project is a proposed regional mall designed to provide a safe community gathering space for City residents. As a regional destination retail, dining, and entertainment center, the Project will offer a range of retail tenants that are not currently found in the City. Residents would not need to drive to other communities (e.g., Folsom, Roseville, Vacaville, Livermore) to shop at similar retailers, thereby reducing overall miles traveled by residents. The proposed design of the mall is described in detail below and is of high quality and achieves a sense of place, promoting social interaction. The proposed Project is expected to create a unique aesthetic experience through the use of high quality architecture, materials, and landscaping.</p>	<p>Yes. This Project is part of the overall commercial complex that is possible within the Lent Ranch SPA. Other adjacent developments will add approximately 1.8 million square feet of commercial, office, and entertainment uses within this 295 acre area.</p>

	Section	Proposed Project	Consistent?
3.2	<p>Regional Mall Description</p> <ul style="list-style-type: none"> • Approximately 1.3 million square feet of gross leasable area¹. • Intent – Tenants that are regional in nature; mall structures clustered in center of site with additional structures allowed along Promenade Parkway; multi-level buildings and parking structures are permitted. • Uses envisioned include fashion and specialty retailers, in-line shops, mid-size stores in outdoor retail promenade, pad buildings along roadways, restaurants, entertainment, auto service stations, or offices • Intended to be distinguished by its scale 	<p>As proposed, the Project will initially provide approximately 775,000 square feet of development (with gross leasable area¹ being up to 689,000), with a future expansion potential of up to a combined 1,300,000 square feet gross leasable area. The Project includes numerous in-line tenants, as well as a cinema, food court, restaurants, and other retail spaces. Mall buildings are clustered in the center of the site and pad buildings are identified along Promenade Parkway. Parking structures are not proposed at this time. The mall will be the largest project within the Lent Ranch SPA and will be distinguished by its design and scale.</p>	Yes.
3.3 to 3.9	<p>These sections of the SPA discuss vehicle, pedestrian, bicycle, circulation, open public spaces, utilities, public services, financing, and project timing on a SPA wide level.</p>	<p>Infrastructure to serve the Project has been constructed.</p>	Yes.
4.1	<p>This section of the SPA provides permitted use information specific to the regional mall.</p>	<p>The Applicant is aware of the permitted uses section. Specific tenants are not known at this time. Tenants will be evaluated for compliance with this section with review of building permits for tenant improvements.</p>	Yes.

Section		Proposed Project	Consistent?
5.1	This section of the SPA provides the process of review for the Regional Mall.	The process of review for this Project is consistent with the SPA.	Yes.
8	This section of the SPA provides setbacks specific to projects within the SPA.	The regional mall is not required to meet front, side street, and rear setbacks or loading area setbacks because the site is not adjacent to residential property. The site has adequate width and depth to provide landscaping and parking for the quantity of buildings proposed for development. All mechanical equipment onsite will be screened from view. Trash and recycling containers will be located within enclosed areas and screened from view.	Yes.
9	This section of the SPA establishes a 100-foot tall height restriction for structures within the Regional Mall.	The tallest structures proposed at this time are the tower elements within the core development area, which are up to 70 feet tall. The majority of the in-line shops buildings are approximately 40 feet in height.	Yes.
10	This section of the SPA provides design standards for the roadways serving Lent Ranch.	All roadways are designed and constructed to these standards to the satisfaction of Public Works.	Yes.
11.4	This section of the SPA establishes the general landscape concepts for the Lent Ranch area. Landscaping specific to the Regional Mall is included in Section 11.4	The Project incorporates landscaping throughout the site including through the center, within The Green, and within pedestrian spines through the parking fields. The landscape plans	Yes.

Section		Proposed Project	Consistent?
		incorporate some of the plant species listed within this section of the SPA. Additional species have been incorporated to further the proposed design themes of the center.	
11.7	This section of the SPA establishes landscaping standards specific to parking areas.	The preliminary landscape plans for the Project indicate varied tree and plant species plantings throughout the parking areas. Evergreen species will be provided and planters include drought tolerant species. Landscape islands are provided for every 20 parking spaces onsite. Overall, 5 percent of the parking lot is landscaped.	Yes.
12.1	This section of the SPA establishes a parking ratio for the regional mall of 4.5 spaces for every 1,000 square feet of gross leasable area.	The initial 689,000 square feet of gross leasable area development provided under the Project is required to provide a minimum of 3,100 parking spaces. As proposed and conditioned the Project will provide sufficient parking.	Yes.
13	This section of the SPA establishes a maximum floor area ratio ² for the Regional Mall of 0.4.	The proposed Project's initial phase of 689,000 square feet gross leasable area has a floor area ratio of approximately 0.151.	Yes.

Notes:

1. Gross Leasable Area is the industry standard for statistical comparison of retail projects. It means the total floor area designed for tenants' occupancy and exclusive use, including any basements, mezzanines, or upper floors, expressed in square feet and measured from the centerline of joint partitions and from outside wall faces.
2. Floor Area Ratio is determined by dividing total gross leasable area in square feet by total lot area in square feet.

Site Design

Outlet centers are designed around pedestrian circulation and the creation of intimate environments between buildings. Raceway path design features encourage users to circulate throughout the facility. To achieve this, internal circulation has been modified to remove the drive aisle and parking within the core development. This is a change from the prior (2007) approval, where the intent was to create a “main street” feel with a dynamic mix of users and functions and anchor tenants located at either end of the street.

The Applicant strategically narrowed the pedestrian spaces, rather than making uniform changes across the center. The modifications occur primarily with the western-most buildings, which are almost entirely new construction. Ultimately, the Project’s pedestrian areas range from 30 feet to 100+ feet wide. Further, as described later in the Architecture section, the building architecture maintains the varied qualities planned in 2007.

To accommodate the revised Project, both in terms of the revised pedestrian areas and the loss of the anchor spaces, the Applicant proposes to demolish all or a portion of several of the existing structures. Nearly all of the retained buildings will also be modified with additional square footage. Table 2 summarizes the proposed changes to building square footage between the 2007 approval and the proposed Project. Note, none of the major tenants (department stores, cinema, bookstore) were constructed, therefore no demolition of these buildings is identified.

Table 2: Proposed Building Demolitions & Additions

Building¹	Existing Building Area (sf)	Demoeed Building Area (sf)	New Building Area (sf)	Resultant Building Area (sf)
A	65,945	65,945	0	0
B	65,262	65,262	0	0
C	<i>Not Constructed</i>			
D	34,609	34,609	0	0
E	62,497	62,497	42,212	42,212
F/Food Court	71,896	0	8,963	24,883
G	38,663	0	0	38,663
H	58,054	0	18,445	76,499
I (Kiosks)	0	0	3,664	3,664
J	68,105	3,504	17,294	26,937
K	22,633	0	11,145	33,778
L	0	0	24,055	24,055
M	0	0	15,675	15,675
N	0	0	9,655	16,464
O	45,454	3,710	22,375	61,020
P	38,309	3,740	41,377	130,319
R (Cinema)	0	0	60,112	60,112
Subtotal	572,368	240,208	274,972	607,132
S	0	0	80,000	80,000
T	0	0	62,238	62,238
U	0	0	14,183	14,183
V	0	0	9,027	9,027
Subtotal	0	0	165,448	165,448
GRAND TOTAL	572,368	240,208	440,420	772,580

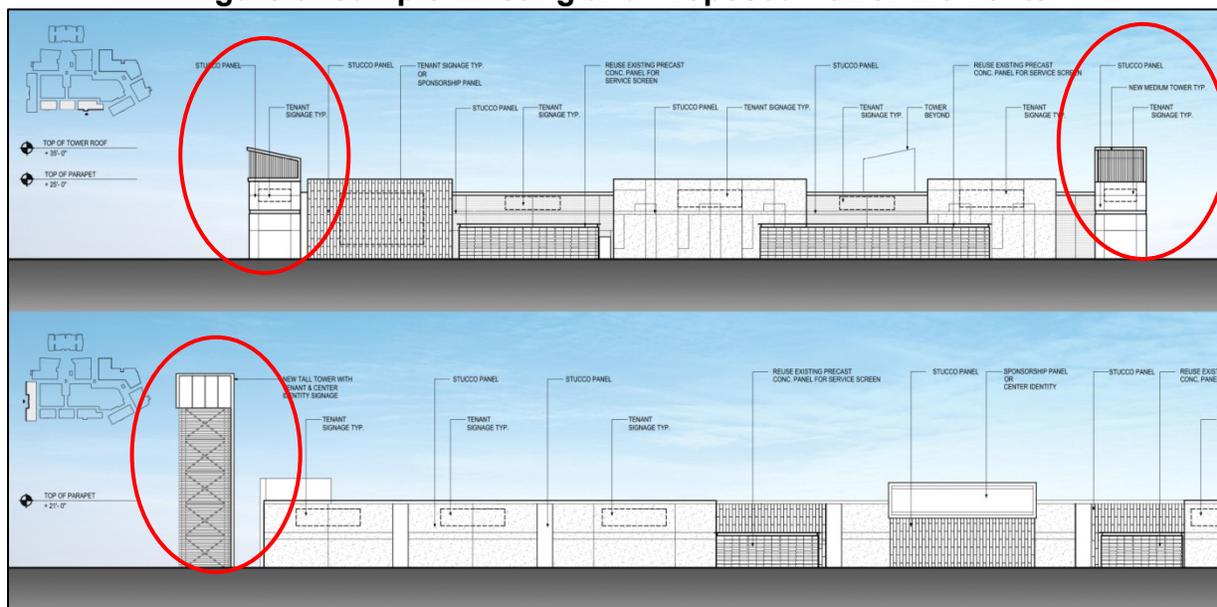
Notes:

1. Reflects the proposed Project building-numbering scheme.
2. Buildings C, I (Kiosks), and R (Cinema) were authorized in 2007 but never constructed.
3. Buildings L, M, and S through V were not part of the 2007 approval.
4. Buildings do not include restaurant pads that were approved behind Buildings A, D, E, J, and on either side of the Cinema building. None of these were ever constructed.
5. Above square footages are total building areas. Gross leasable area is less than this amount

The Applicant is also proposing adding several new tower elements to the site plan (Figure 5). These features would be integrated with the buildings at key pedestrian entries to the site. Two kinds of towers are proposed. The

first would range from 35-feet to 45-feet tall and would be part of Buildings E and L along the front façade of the center. They would complement existing roof elements throughout the center, integrate well into the existing design, and in some cases provide additional signage opportunity. The second kind would measure 50-feet to 70-feet tall and would be located along the exterior of the core development area at Buildings E, H, and K. They would be complementary to the existing buildings and would provide both additional signage opportunity (see signage discussion below) and accommodate future cellular towers. Pursuant to the changes in the SPA, a CUP is required for these facilities. The Applicant is requesting the CUP at this time, but any such approval would be contingent upon Council approving the amended SPA (see CUP discussion below).

Figure 5: Sample Existing and Proposed Tower Elements



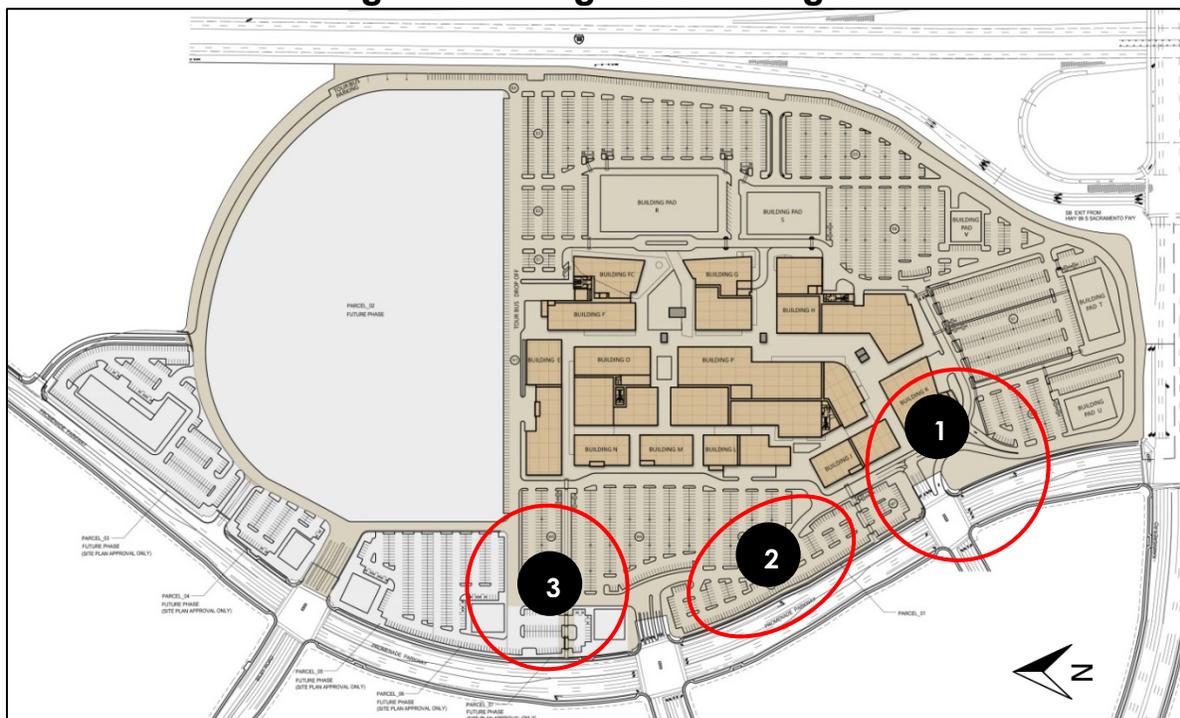
As originally designed, the majority of development was to occur within an internal, major circulation feature called the ring road. This road connected all the parking areas with the Project driveways. Under the revised Project, approximately 75 percent of the original ring road remains in place; the balance 25 percent has been modified for improved traffic flow and is along the frontage with Promenade Parkway. The specific changes are described as follows and shown visually in Figure 6:

1. A “free-right” turn from the southern driveway that directs users onto the ring road and away from the internal driveway intersection.
2. Realignment of the ring road to accommodate the changes to the southern internal driveway.

3. Modifications to allow for additional pad buildings between the ring road and Promenade Parkway.

Public Works has reviewed the changes to the ring road, with particular attention to Change #1. A traffic simulation was provided by the Applicant of the southern driveway, demonstrating that traffic operations would not affect the public right-of-way.

Figure 6 – Ring Road Changes



In addition to vehicular access, several landscaped spines will be provided from the parking field and public sidewalk along Promenade Parkway into the core development area. Additional pedestrian connections will be provided from Pad Buildings T and U back to the core development area. Pedestrian crosswalks will be distinguished from the vehicle travel lane by the use of stamped concrete or other alternative paving material (Figures 7 and 8).

Bicyclists will enter the site at the entries along Promenade Parkway, following vehicle traffic into the center to the variety of bicycle rack locations. These racks will be located at the key entries into the core area (Figure 6). The Trails Committee proposed/requested bicycle parking throughout the development. The Applicant has responded that would not be appropriate given the revisions to the pedestrian area. Since the internal streets have been removed from the Project, bicyclists would be mixing

with pedestrians, creating safety hazards. Staff will work with the Applicant to refine bicycle parking locations, emphasizing entrances to the center, pad buildings, and major attractions (e.g., the cinema, restaurants in Building S).

Figure 7: Pedestrian Circulation Diagram

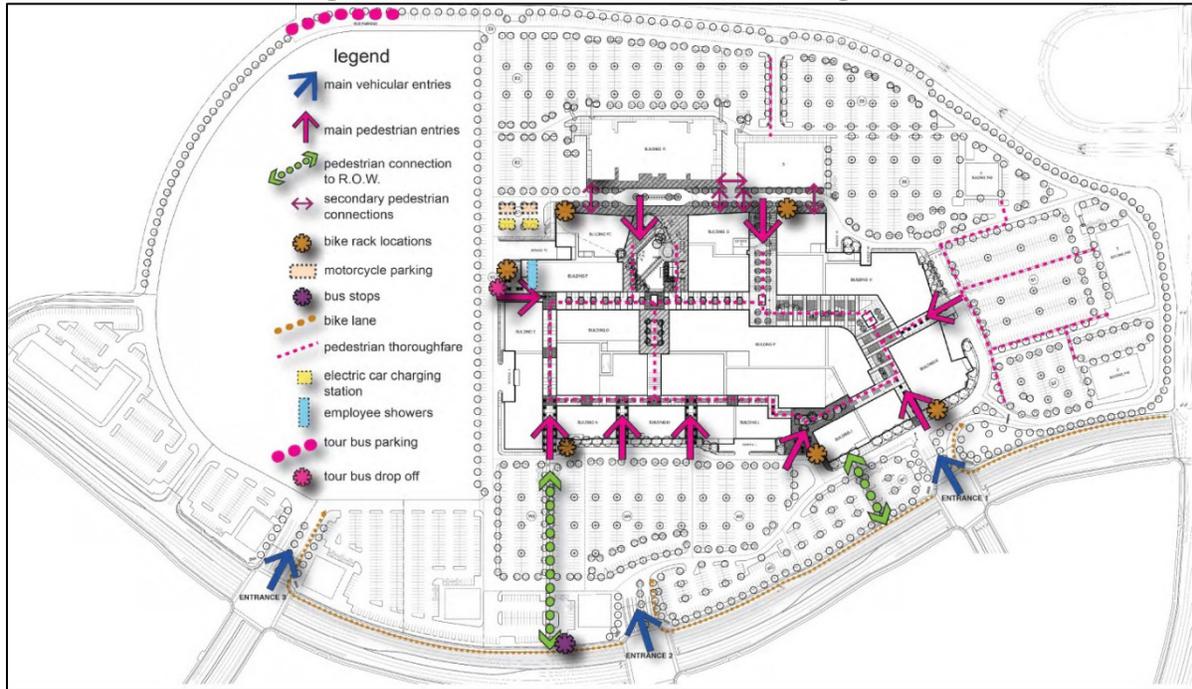
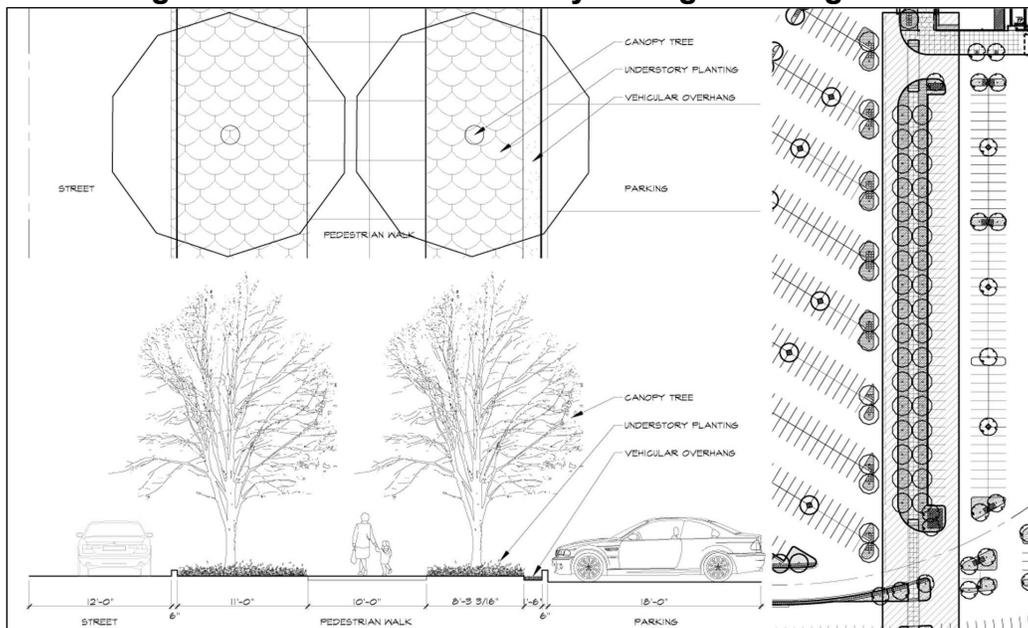


Figure 8 – Pedestrian Walkway through Parking Area



An existing transit stop along Promenade Parkway will provide service to the Project. The Applicant has also identified an internal bus drop-off, located behind the food court. This drop-off will serve both tourist buses

(common at newer outlet centers) and paratransit service to the Project. An additional drop-off area is located at the front of the center along Buildings N, M, and L, but is reserved for general vehicles.

The Project preserves the cinema building (Building R) in its prior location and the pedestrian street between the cinema and the food court is also retained. This allows for a dynamic mix of entertainment uses, restaurants, and retail stores. The Project also maintains “The Green,” a park area that is described more in the site amenities discussion below.

Architecture

As with the initial approval of the Project, the proposed open-air design results in increased visibility of individual building elevations. This necessitates an increased level of architectural detail on each building elevation to ensure that the visual interest of the viewing public is maintained throughout the Project. Four-sided architecture has been integrated wherever a building elevation is visible. The architectural style is contemporary and urban in nature, utilizing linear design features, varying building planes, and multiple types of material and colors on each building elevation. In order to provide protection in all weather conditions, the Project incorporates wide awnings projecting over the pedestrian spaces. The awning varies in height along the storefronts, providing additional visual interest to the buildings. A typical retail building elevation is shown below in Figure 9 and renderings of the proposed Project are shown in Figure 10.

Figure 9: Example Building Elevation

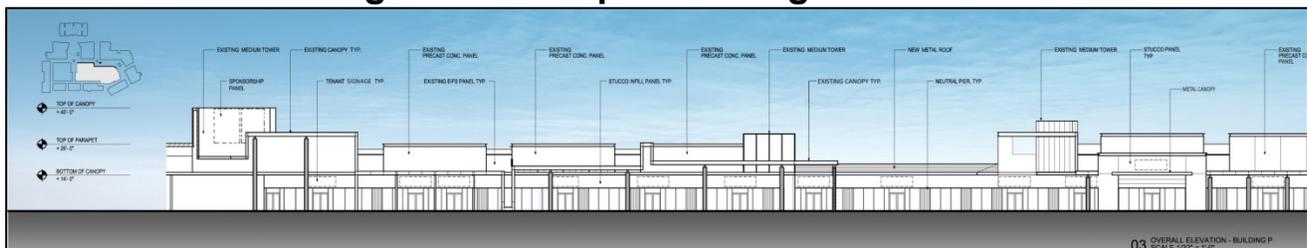


Figure 10: Project Renderings



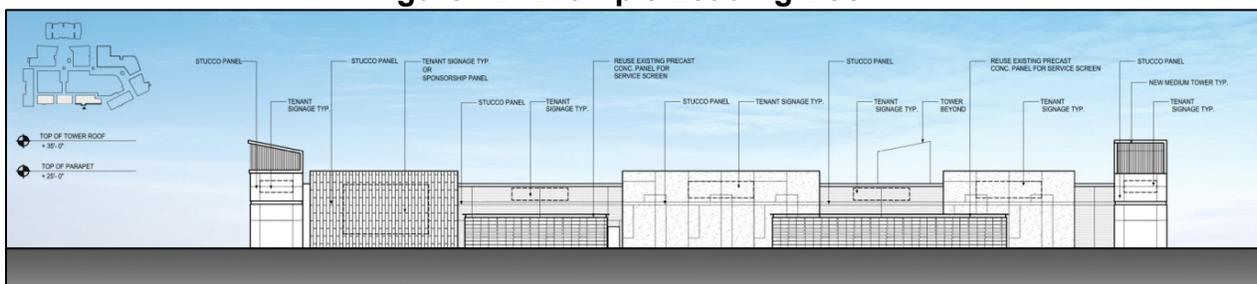
Given the revisions to the Project in converting from a “traditional” mall to an “outlet” design, staff has paid particular attention to how the changes affect the look and feel of the “back of house” areas. The 2007 design located dumpsters, utility areas, and loading docks in alley areas between buildings. The redesign of the Project to incorporate the raceway design has limited the ability to retain these alley spaces since vehicular circulation within the core development area has been eliminated. Therefore, the Applicant has provided five loading dock areas along the perimeter of the facility (Figure 11).

Figure 11: Loading Dock Locations



Staff was concerned about this approach again due to the Livermore example. In that project, the loading bays are large features screened by high walls and which add little to no visual interest to the development. The Applicant responded to these concerns by locating these spaces to the sides of the center (to the extent feasible) and incorporating a variety of materials and landscaping along the building elevations (Figure 12).

Figure 12: Example Loading Dock



The elevations for the cinema building are shown in Figure 13. The architecture complements the core development area with the angular design and geometric forms.

Figure 13: Cinema Building



The proposed color and materials pallet is shown in Figure 14A (for the core development) and Figure 14B (for the cinema). These materials and colors include a number of earth tones (e.g., greens, browns, and tans) and metal elements found in the historic, agrarian character of the community.

Figure 14A: Materials and Colors for the Core Development

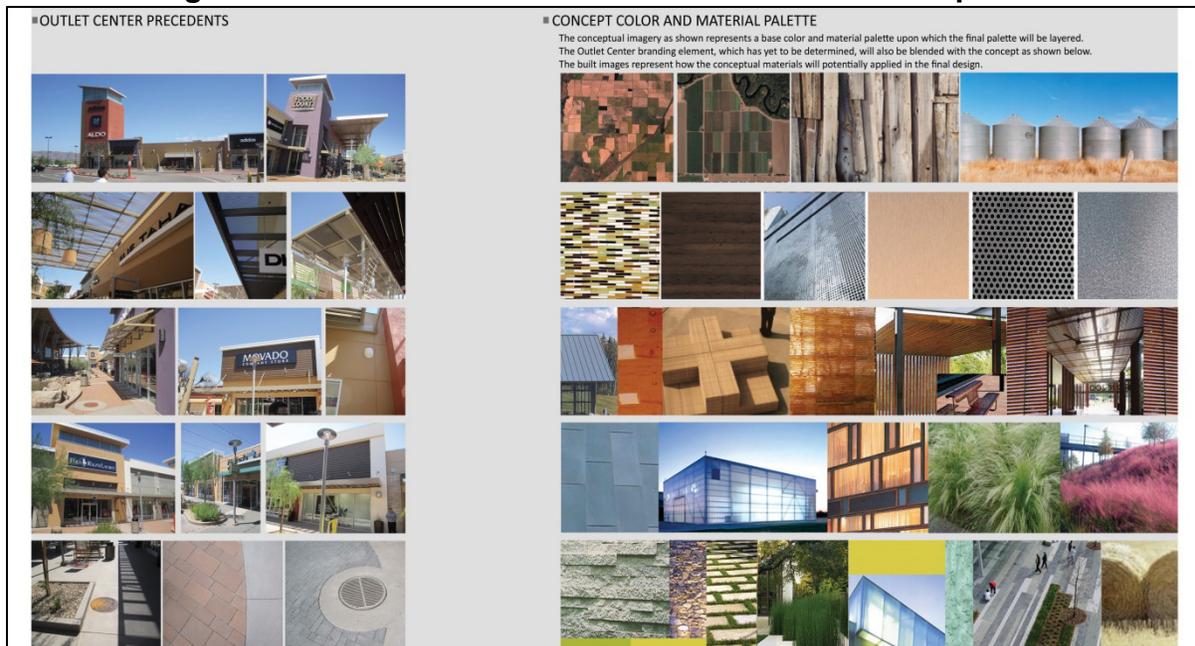
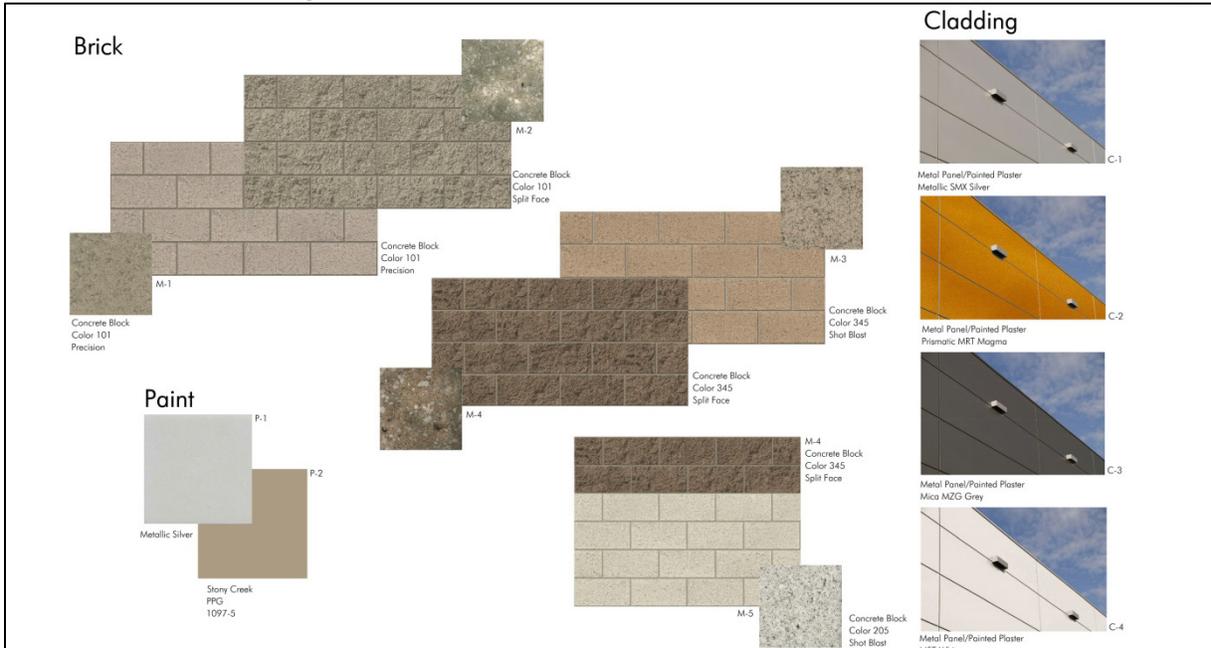


Figure 14B: Materials and Colors for the Cinema



Site Amenities

The largest amenity provided within this project is “The Green,” a large open park-like area, located centrally in the project. The design elements within The Green include landscaping and curved walkways and may also include public art and a water feature. An outdoor performance area is situated adjacent to The Green, which will provide community gathering space for a variety of performance types. This outdoor space is adjacent to the proposed food court to allow for impromptu picnics for site visitors. Renderings of The Green are shown in Figure 15.

Figure 15: The Green



As proposed, the food court provides both indoor and covered outdoor seating. Additionally, smaller gathering spots are located throughout the Project. These areas are landscaped and furnished in the overall design style of the center. Site amenities contribute to the overall appearance and quality of the proposed center.

The Applicant is also proposing to add an outdoor children's play area, currently shown between Buildings L and J (final location to be determined with tenant plan). This will provide additional open space amenities for patrons.

Landscaping

The Lent Ranch SPA establishes the general landscape concepts for the Regional Mall including lists of allowable trees, shrubs, and groundcover. The proposed Project incorporates landscaping throughout the site including inside the center, within The Green, and within pedestrian spines through the parking fields. The landscape plans incorporate some of the plant species listed within this section of the SPA. Additional species have been incorporated to further the proposed design themes of the center.

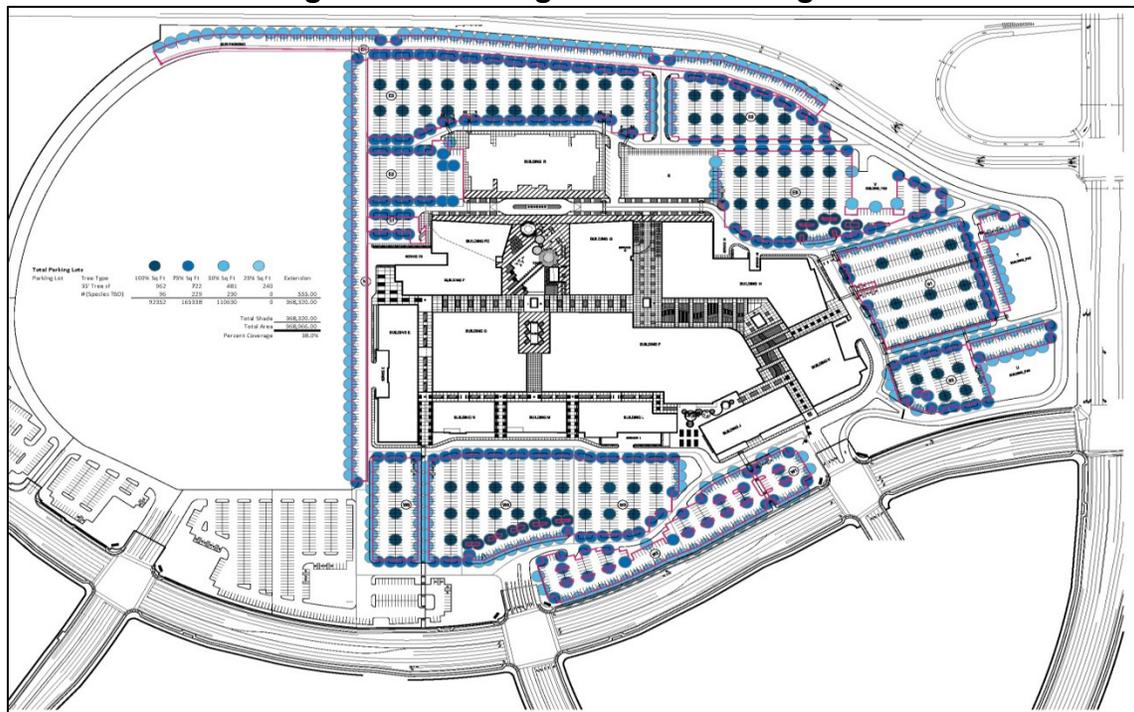
The landscaping within a Project of this scale will contribute to the overall appearance of the center, providing attractive spaces that promote walking and lingering in the outdoor seating areas. Landscaping within the Project will be located within the pedestrian areas in planter boxes and pots. Large landscaped statements are planned for the project entries on Promenade Parkway. Landscaped spines are provided through the parking areas to delineate a walkway, providing a path through the parking areas that is distinguished from vehicle travel lanes.

Landscaping within the parking areas is required to provide 60 percent shading, as calculated by the projected 15-year tree canopy; however, as part of the 2007 approval, the Applicant was provided a deviation to 32 percent shade coverage. The basis for this reduction was in the Project's security plan, as it includes parking lot cameras that would be blocked by the tree canopy. As allowed by the Zoning Code, the Planning Commission and City Council have the discretion to allow for this deviation from the shading standard given the special security needs of this type of parking configuration. The Police Department provided correspondence in 2007 requesting that landscaping for the parking area be designed in favor of security needs.

The Applicant has revisited the preliminary landscape plan and has been able to increase the planting coverage to 38.1-percent shading in the parking areas (Figure 16). The additional coverage has been achievable through the changes to the ring road.

Other landscape standards for parking areas, such as using some evergreen species, drought tolerant species, providing landscaped islands for every 20 parking spaces, and providing landscaping representing 5-percent of the overall parking area, are met by the preliminary landscape plans.

Figure 16: Parking Area Shade Diagram



Signage

Pursuant to Sections 5 and 14 of the amended SPA, the Applicant is proposing a sign program for the Project. The program is broken down into the following signage elements: Identify Signs (freestanding), Tenant Signs, Sponsorship Panels, Food Court Graphic, and Pedestrian Signage.

Identity Signs

The identify signage includes three components. All three identify sign types are illustrated in Figure 14 below; they are schematic in nature and establish the maximum dimensions for each. Final design of the signs will

incorporate branding for the center, which has not yet been selected by the Applicant.

The first type of identify signs are entry monuments, which would be located at the entrances along Promenade Parkway. Two versions are shown – Type A is 120 square feet in area and 12 feet tall; Type B is 252 square feet in area and 7 feet tall. Both would be limited to center name and branding.

Next are the major and minor identity signs. These would be located along SR-99 as shown in Figure 15. The major would identify the center and incorporate a branding element, along with two tenants. The total allowed area for this sign would be 800 square feet and it would have a maximum height of 80 feet. Completing this are the minor identity signs, which focus on one or two tenants each. Two versions are identified with heights ranging from 15 to 50 feet and areas ranging from 240 to 425 square feet.

Figure 14: Identity Signs



Figure 15: Location of Major and Minor Identity Signs



Tenant Signs

The proposed sign program includes building tenant signage at both the tenant's location internal to the center and along the exterior of the core development area. The internal signage is shown in Figure 16 and includes both a wall sign (e.g., channel letters) and a blade sign above the entrance at the pedestrian's level. The exterior signs, shown in Figure 17, are spread around the development and assist in breaking up the mass of the structure.

Figure 16: Internal Tenant Signs and Sponsorship Panels



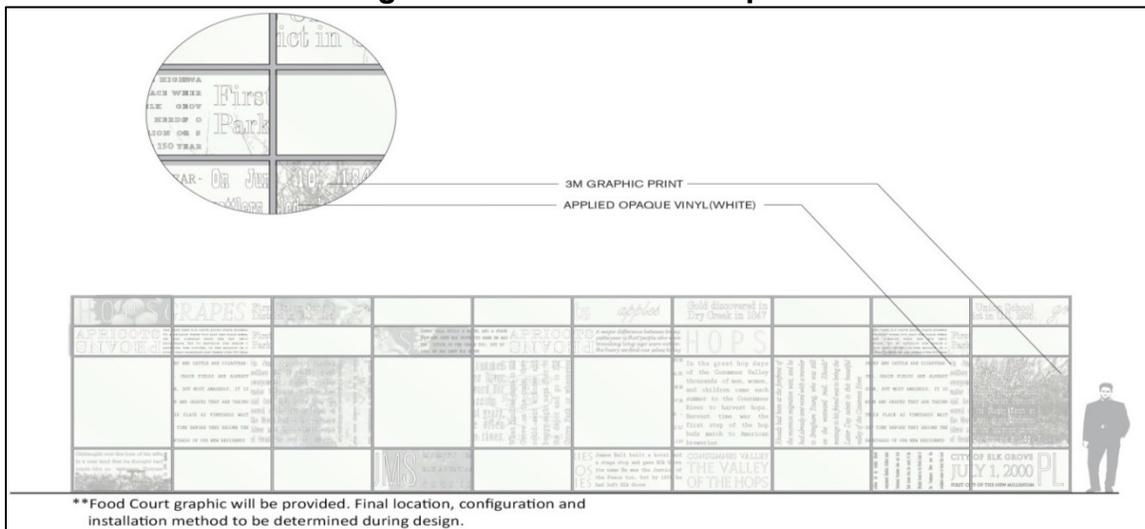
Sponsorship Panels

Consistent with the 2007 approval, the Applicant is proposing including signage opportunities at key locations through the center. This signage would provide tenants with the opportunity to advertise their products as part of the building façade. Figures 10 and 16 illustrate this concept.

Food Court Graphics

The 2007 approval included a graphic element as part of the food court. The graphic, shown in Figure 18, identifies people, places, things, and events related to the history of the Elk Grove community. The Applicant has agreed to incorporate this graphic into the current Project.

Figure 18: Food Court Graphic



Pedestrian Signage

The final element of the signage package is pedestrian signage. Examples include, but are not limited to, directory signs, directional signs, and restroom door signage. The Applicant has requested to defer this component until the completion of the branding element at a future date. Condition of Approval #25 implements this request.

Pad Buildings

The Project includes several future pad buildings. These are divided between both the Phase 1 and Phase 2 area. Within the Phase 1 area, these include Buildings S, T, U, and V, which are all in the south and eastern ends of the Project. Within the Phase 2 area, five unnamed pad sites are identified. The RM-DPR, if approved, would authorize development of all of these pad sites through subsequent Planning Director approval. As mentioned above, staff would evaluate the proposed architecture of these buildings for consistency and/or compatibility with the approved schematic design for the core development. If substantial changes to the configuration of the pad sites and their surrounding parking areas are proposed, amendment to the RM-DPR may be necessary.

Security Plan

A security plan has not yet been developed. The prior approvals included an approximately 2,600 square foot space for a Police Department “substation” in addition to the mall’s own onsite security team. The Police Department has now identified that such a space is not necessary; however, they have requested a desk within the Project’s security office. The Project’s own security activities will include camera surveillance throughout the property, an onsite security team, appropriate lighting for the property (as demonstrated through the conceptual lighting plan), and other measures that are deemed necessary. As required by the Lent Ranch SPA, the applicant will continue to meet with law enforcement to ensure the Project is operated in a safe and secure manner.

Conditional Use Permit

The Applicant is requesting a CUP for wireless telecommunication facilities, or cell towers. The facilities would be located within tower elements, measuring between 50 and 70-feet tall, and would be located along the exterior of the core development area at Buildings E, H, and K. The architecture would be complementary to the existing buildings. Each tower

would be able to accommodate up to three cellular services. The antenna arrays would be screened within the structure and behind architectural paneling and the various equipment components would be located inside the base of the towers. Back-up power for the facilities either would be tied in with one or more backup generators for the center, or may be installed later at the discretion of the cellular provider. In either case, the generator(s) would be located in the service areas of the center, screened from public view and access. The proposal is consistent with the City's policies for co-located facilities and "stealth" provisions.

The Applicant has requested a deviation from the requirements for a description of services and map and narrative description of existing, planned, and proposed services within one mile as the Applicant has not secured tenant agreements with providers. The Project provides the future opportunity to locate services at the site as described above and within an otherwise approved development area; therefore, this information is not immediately necessary. The Applicant has also requested to deviate from the maximum height limit for wireless telecommunication towers from 65 feet to 70 feet. This change is minimal and offset by the location of the towers within the center of the development area and the substantial setback from the public right-of-way (over 450 feet). Proposed signage that accompanies the towers would be in keeping with the surrounding uses and not specific to the dual-use of the tower as a wireless telecommunication facility. Therefore, staff supports these requests. However, such requests are contingent upon Council approving the amendments to the SPA. This requires a first reading, second reading, and thirty (30) days before it goes into effect.

Development Agreement and Other Agreements

As previously mentioned, the 2001 approvals included the establishment of a Development Agreement between the City and the various development interests in the SPA, as well as an agreement between the mall developer and the City regarding the Regional Mall, Fees, and Infrastructure. Several actions regarding these documents are proposed.

Default Under the 2001 Development Agreement

The Development Agreement calls for the development of a "Regional Mall" that is defined based upon a conceptual figure from the SPA and that "shall contain between three and five Anchor Stores and between fifty and two hundred Minor Tenants or Mall Shops." An "Anchor Store" is defined in the

agreement as a “department store with National Recognition..., a minimum of 140,000 gross leasable square feet in size, two to three stories in height with at least two floors of retail area.”

As described above, the Applicant is proposing to remove the anchor stores and proceed with a core development that is based upon an outlet concept. Because of this change, staff recommends as part of the periodic review of the Development Agreement that the Applicant be found in default, pursuant to Section 21(b) of the Development Agreement. Note, however, that pursuant to Section 21(c), the determination of default shall be limited in effect to the defaulting party in this case the Applicant (Elk Grove Town Center, L.P.) and shall not impair whatever benefits or privileges any other party to the Agreement may have (e.g., M&H Realty Partners, Lent Trust, etc.) This revised Project provides the City the ability to terminate the 2001 Development Agreement pursuant to Section 22 of the Agreement as to Elk Grove Town Center.

Notice of default was mailed to all parties to the Development Agreement on August 15, 2014, pursuant to the requirements of the Development Agreement (see Attachment 2).

Proposed Development Agreement

The Applicant has worked with staff to prepare a new Development Agreement (the proposed Development Agreement) that would apply to just the Project site. Only the Applicant and the City would be parties to this proposed Development Agreement. The general terms of this proposed agreement are as follows:

- **Term:** The term of the agreement would be four years (the initial life). In the event the Project is completed (meaning the first 400,000 square feet of gross leasable area) the agreement would automatically extend for an additional 10 years (the extended life). Note, the initial life only provides one additional year for the Project approvals beyond that allowed by the Citywide Zoning Code for standard design review approvals.
- **Vested Right:** The agreement would provide a vested right to develop the Project during the initial and extended life pursuant to the Project approvals and the regulations in effect at the time of Project approval. Any amendments to City regulations after the approval of the agreement would not apply to the Project until after the completion of the term of the Development Agreement.

- **Phasing and Timing:** The agreement does not regulate the phasing or timing of development beyond the initial life of the agreement. There is an interest to the Applicant to develop during the vested period of the initial life of the agreement.
- **Fees:** The agreement does not vest fees for the Project (e.g., development impact fees) but does recognize that fees have been paid for the existing shell structures.

Amended and Restated Agreement Regarding Regional Mall, Fees, and Infrastructure

The second agreement to the Project is regarding the Regional Mall, Fees, and Infrastructure (Mall Agreement). The Mall Agreement satisfied a requirement from the SPA, conditions of approval, and the 2007 design approvals requiring the creation of a plan to finance the regional mall. Specifically, the Mall Agreement clarified certain provisions of the 2001 Development Agreement, defined the purchase of infrastructure and right-of-way for the regional mall, and set out required timelines for the opening of the regional mall.

The proposed restated and amended agreement follows the same structure as the 2007 agreement with the following key provisions:

- Requires the Mall to include a minimum of 21 tenants from the tenant list (Exhibit A to the agreement).
- Guarantees an opening date for the Mall (4 years from the date of the 2014 Development Agreement).
- Provides the City with a nonexclusive license for public parking and access on-site, provided the parking and access is not in conflict with the Applicant's use of the property.
- Provides the City with a license for up to four events a year on undeveloped areas within the site.
- Establishes a process for the City to compensate the Applicant for unreimbursed off-site improvements and the public parking and access license in an amount totaling \$15,581,689. Funding for these payments is generated from the City's portion of the sales tax generated by the Mall, which is estimated to be \$1.9 million annually.

The taxes would be split such that:

- The City would keep the first \$275,000 in sales tax each year, increasing 3% annually,
- The Applicant receives the next \$1.625 million each year, increasing 3% annually,
- Sales tax in excess on \$1.9 million each year, increasing 3% annually, would be split 50/50 between the City and Applicant.
- The payments to the Applicant would continue until the unreimbursed off-site improvements have been fully compensated. Once the total payment is completed, the City will keep all of the sales tax generated by the Mall. This payment structure incentivizes the Applicant to fully build out the property as any increase in sales tax expedites compensation.

The approval of the new Mall Agreement is a matter for the City Council. Nonetheless, the Agreement was presented to the Planning Commission with the land use entitlement requests to seek a recommendation from the Planning Commission.

Letters from Commenting Parties

The Project was routed to various City, County, and State agencies for review. Comments from agencies and other parties have been noted and may have either been addressed through the processing of the project or have been included as draft conditions of approval. A summary of the comments and their treatment is set forth below and the comments are included in Attachment 7.

Cosumnes CSD Fire Condition

Cosumnes Community Services District (CCSD) Fire Department has requested a condition of approval on the Project obligating the Applicant to annex to its Community Facilities District (CFD). The purpose of the CFD is to supplement CCSD Fire's operations. The CFD has been applied to various new development applications (both residential and non-residential) for the last couple of years. The CFD did not exist in 2007 with the approval of the District Development Plan. Given this, the District is requesting that the condition only apply to the Project square footage above that issued a building permit in 2008 (572,368 square feet). Therefore, the condition would apply to the 200,212 square feet identified in

Phase 1 of this Project that is above the previously permitted square footage, as well as any future development in Phase 2.

The Applicant is contesting this condition and has requested that the City not apply it to the Project. Their position is that they have an existing entitlement for 1.1 million square feet and that the Project revisions simply reorganize this square footage into multiple phases. Therefore, they contend, the condition should not be applied.

Note that the Planning Commission is recommending that this condition not apply to the Project. Therefore, it is not included in the draft set contained in Attachment 3 Exhibit C.

M&H Realty Partners

As noted on page 2 of this staff report, the City has received comment letters from M&H objecting to the Project. Staff finds that the objections do not have merit, and staff continues its recommendation to proceed with Project approval. On September 30, 2014, the City received an additional letter from M&H asking that the matter be continued (Attachment 7). Staff's recommendation remains that the City Council proceed with approval of the Project as presented. However, the City Council retains discretion to continue the matter if it so chooses.

Chamber of Commerce

The Elk Grove Chamber of Commerce provided a comment letter and testimony at the Planning Commission hearing indicating their support for the Project.

Tom Funk, Toby Johnson Middle School

Mr. Tom Funk from Toby Johnson Middle School expressed a concern that the proposed performance venue within The Green may be "very small" and not able to support music groups of the size he is involved in. The Applicant addressed these concerns at the Planning Commission hearing, noting that the performance area would be able to support groups of the size mentioned.

ENVIRONMENTAL ANALYSIS:

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The proposed Project is a project under CEQA.

The 2001 approval of the Lent Ranch SPA was supported by the certification of an Environmental Impact Report (EIR, State Clearinghouse No. 1997122002). An addendum to the EIR addressing impacts to agricultural resources was prepared and adopted by the City in August 4, 2004. In addition, a mitigation monitoring and reporting program (MMRP) was adopted for the project.

The EIR analyzed full buildout of the SPA as listed in Table 3 below. The Project site was identified with a potential buildout of 1,300,000 square feet of commercial uses. Specifically, page 3.0-8 of the Draft EIR identified the following:

The regional shopping mall would include the eventual development of approximately 1,300,000 square feet of space on approximately 105.8 gross acres within District A. In general, the regional shopping mall structures would be clustered in the center of District A. The structures may be multi-level and enclosed. Tenants that have nationally or regionally recognized logos and color schemes would be allowed to utilize those logos and colors on the exterior of structure facades. The regional shopping mall is envisioned and intended to provide a community gathering place for the City of Elk Grove. It would contain an array of uses including department stores, shops, varied dining opportunities, and entertainment facilities including a possible theater complex.

Table 3: Summary of Buildout Potential of Lent Ranch SPA

SPA Districts	Land Use	Acres (gross)	Estimated Square Footage¹
A	Regional Mall	105.8	1,300,000
B, C, & D	Community Commercial	112.1	1,172,000
E	Office and Entertainment	30.6	318,000
F & G	Visitor Commercial	31.0	301,000
H	Multi-Family	15.3	(280 dwelling units)
TOTAL		294.8	3,091,000

Source: Lent Ranch DEIR, page 3.0-7

Note:

1. Square footage means gross leasable area, which is less than total gross floor area.

The Project proposes to develop a first phase of approximately 775,000 square feet of commercial development (689,000 square feet gross leasable area), which is less than the 1,300,000 square feet of gross leasable area analyzed in the Lent Ranch EIR. While the core development area (approximately 547,000 square feet, or 523,500 square feet gross leasable area) will be structured as an outlet center, it will continue to operate with retail tenants consistent with the description for the District included in the Draft EIR. The balance of the commercial center will include space for a movie theater, and locations for future pad buildings that will accommodate other retail and restaurant tenants with up to 165,500 square feet gross leasable area). This is also consistent with the District A description from the Draft EIR that references “varied dining opportunities, and entertainment facilities including a possible theater complex.” The Project also proposes a conditional use permit for a wireless telecommunication facility.

Staff has compared the proposed Project to the utility and infrastructure analysis completed in 2001 with the adoption of the Lent Ranch SPA and the 2007 approval of the District Development Plan. The assumptions for water, sewer, and storm drainage remain the same under the Project. Specifically, Sacramento County Water Agency’s water demand factor of 2.75 acre feet per acre of development per year applies to both Project

designs; the Sacramento Area Sewer District design standards of 6-equivalent single family dwellings (ESD's) per acre also applies to both designs. Therefore, the Project will not exceed the estimated 294.5-acre feet per year of water use and 647.4 estimated ESD's for sewer use.

State CEQA Guidelines Section 15162 states that when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless then lead agency (the City) determines, on the basis of substantial evidence in light of the whole record, one or more of the following:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with exercise of reasonable diligence at the time of the previous EIR was certified as complete shows any of the following:
 - a. The project will have one or more significant on discussed in the previous EIR;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative.

Staff has reviewed the Project and analyzed it based upon the above provisions in section 15162 of the State CEQA Guidelines. As mentioned above, the Project will modify the format of the Regional Mall from a “traditional” mall to an “outlet” concept, but the configuration of the Project will be within the development parameters analyzed under the 2001 EIR for the Lent Ranch SPA. Specifically, the EIR identified a total leasable area of 1,300,000 square feet for District A and the Project proposes a first phase of approximately 775,000 total square feet with 689,000 being gross leasable area, or approximately 53-percent of the total allowed gross leasable area. Phase 2 has not been proposed for development as part of the project description, but will be required to fall within the approved uses and total development potential of the SPA that were analyzed in the 2001 EIR. The characteristics of the Phase 2 area are undefined and subject to speculation and, pursuant to CEQA Guidelines section 15145, cannot be further analyzed at this time. The proposed wireless telecommunication facilities (through the conditional use permit) will be within the core development area and are design consistent with the maximum height and density/intensity of development otherwise allowed in the District. Therefore, there are no substantial changes in the Project from that analyzed in the 2001 EIR and no new significant environmental effects, or substantial increase in the severity of previously identified significant effects. No new information of substantial importance has been identified.

Further, since no changes to the EIR are necessary to support the Project, the City is not required to prepare an Addendum to the EIR as required by State CEQA Guidelines Section 15164.

Therefore, the prior EIR is sufficient to support the Project and no further environmental review is required.

FISCAL IMPACT:

The approval of the Project design, use permit, and Development Agreement does not have an immediate, direct fiscal impact on the City. Project development and operational costs will be the responsibility of the Applicant. The Project overall has a positive financial impact to the City based on future sales tax revenues anticipated to be generated from the Project. The Project is estimated to generate approximately \$1.9 million in annual sales tax revenue in its first full year in operation.

The financing components covered in the Mall Agreement, however, do create various financial impacts to the City. While the Project will, and has, paid development impact fees for various roadway and drainage improvements, the Mall Agreement compensates the Applicant for unreimbursed public improvements. This would be accomplished by payments from the sales tax generated by the Project. Of the estimated \$1.9 million generated annually, the Applicant would receive \$1.625 million. The City would retain \$275,000 to provide additional public safety services.

ATTACHMENTS:

1. Resolution finding Elk Grove Town Center, LP In Default of the 2001 Development Agreement
2. Ordinance Amendment the Lent Ranch Special Planning Area
 - A. Revisions to the Lent Ranch Special Planning Area (track changes)
 - B. Applicability and Status of Conditions of Approval for Lent Ranch
3. Resolution Approving the Regional Mall District Development Plan & review and Conditional Use Permit
 - A. Project Description
 - B. Project Plans
 - C. Conditions of Approval
4. Ordinance Adopting the 2014 Development Agreement with Elk Grove Town Center, LP
 - A. Development Agreement
5. Resolution Amending and Restating the Agreement with Elk Grove Town Center, LP Regarding Regional Mall, Fees, and Infrastructure
 - A. Mall Agreement
6. Notice of Default Letter to Elk Grove Town Center, LP (August 15, 2014)
7. Comment letters

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
FINDING ELK GROVE TOWN CENTER, LP IN DEFAULT OF
THE 2001 DEVELOPMENT AGREEMENT**

WHEREAS, on June 27, 2001, the City Council certified the Environmental Impact Report (EIR, State Clearinghouse No. 1997122002) for the Lent Ranch Marketplace Project and adopted the Lent Ranch Special Planning Area, which provided for the development of a regional mall and surrounding retail, office, and entertainment development; and

WHEREAS, on September 5, 2001, the City Council adopted a Development Agreement Between the City of Elk Grove and M&H Realty Partners, Elk Grove Town Center, L.P., ET AL., for the Lent Ranch Marketplace Project (the “2001 Development Agreement”); and

WHEREAS, the Planning Division of the City of Elk Grove received an application on April 11, 2014 from Elk Grove Town Center, LP (the “Applicant”) requesting an amendment to the approved District Development Plan for the Regional Mall site (District A) of the Lent Ranch Special Planning Area (the “Project”); and

WHEREAS, the proposed Project is located on real property in the incorporated portions of the City of Elk Grove more particularly described as APN 134-1010-001; and

WHEREAS, the Application to amend the approved District Development Plan for the Regional Mall included a restructuring of the development into phases and from a “traditional” mall to an “outlet” mall; and

WHEREAS, the design of the proposed Project does not include some of the store elements required in the 2001 Development Agreement; and

WHEREAS, sections 19 through 22 of the 2001 Development Agreement provides provisions for determining default on the part of an individual developer party; and

WHEREAS, on August 15, 2014, Elk Grove Town Center, LP was served with a Notice of Default pursuant to section 22 of the 2001 Development Agreement; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 18, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting; and

WHEREAS, the City Council held a duly noticed public hearing on October 8, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby finds Elk Grove Town Center, LP in default of the 2001 Development Agreement based upon their application for the Project, as described in the August 15, 2014 Notice of Default.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 8th day of October 2014.

GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
ADOPTING AMENDMENTS TO THE LENT RANCH SPECIAL PLANNING AREA**

WHEREAS, on June 27, 2001, the City Council certified the Environmental Impact Report (EIR, State Clearinghouse No. 1997122002) for the Lent Ranch Marketplace Project and adopted the Lent Ranch Special Planning Area, which provided for the development of a regional mall and surrounding retail, office, and entertainment development; and

WHEREAS, the Planning Division of the City of Elk Grove received an application on April 11, 2014 from Elk Grove Town Center, LP (the "Applicant") requesting an amendment to the approved District Development Plan for the Regional Mall site (District A) of the Lent Ranch Special Planning Area (the "Project"); and

WHEREAS, the Project is located within the Lent Ranch Special Planning Area for which an EIR (State Clearinghouse No. 1997122002) was prepared and certified July 2001; and

WHEREAS, California Environmental Quality Act (CEQA) Guidelines section 15162 identifies that when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless then lead agency (the City) determines, on the basis of substantial evidence in light of the whole record, one or more substantial change in the project, circumstances, or information (as defined in the section) have occurred; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 18, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting;

WHEREAS, the City Council held a duly noticed public hearing on October 8, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting.

NOW, THEREFORE, the City Council of the City of Elk Grove does hereby ordain as follows:

Section 1: Purpose

The purpose of this Ordinance is to amend the Lent Ranch Special Planning Area.

Section 2: Findings

The actions taken by this Ordinance are done so based upon the following findings:

California Environmental Quality Act (CEQA)

Finding: No further environmental review is required under the California Environmental Quality Act pursuant to State CEQA Guidelines section 15162.

Evidence: The City has reviewed the Project and analyzed it based upon the provisions in section 15162 of the State CEQA Guidelines. As described in the Project description, the Project will modify the format of the Regional Mall from a “traditional” mall to an “outlet” concept, but the configuration of the Project will be within the development parameters analyzed under the 2001 EIR for the Lent Ranch SPA. Specifically, the EIR identified a total leasable area of 1,300,000 square feet for District A and the Project proposes a first phase of approximately 775,000 total square feet with 689,000 being gross leasable area, or approximately 53-percent of the total allowed gross leasable area. Phase 2 has not been proposed for development as part of the project description, but will be required to fall within the approved uses and total development potential of the SPA that were analyzed in the 2001 EIR. The characteristics of the Phase 2 area are undefined and subject to speculation and, pursuant to CEQA Guidelines section 15145, cannot be further analyzed at this time. The proposed wireless telecommunication facilities (through the conditional use permit) will be within the core development area and are design consistent with the maximum height and density/intensity of development otherwise allowed in the District. Therefore, there are no substantial changes in the Project from that analyzed in the 2001 EIR and no new significant environmental effects, or substantial increase in the severity of previously identified significant effects. No new information of substantial importance has been identified.

Further, since no changes to the EIR are necessary to support the Project, the City is not required to prepare an Addendum to the EIR as required by State CEQA Guidelines Section 15164. Therefore, the prior EIR is sufficient to support the Project and no further environmental review is required.

Special Planning Area Amendment

Finding #1: That the proposed special planning area amendment is consistent with the goals, policies, and objectives of the General Plan.

Evidence: The Lent Ranch Special Planning Area, as amended, continues to provide development opportunities for commercial, office, and multifamily development consistent with the General Plan designations for the site. The amendments update descriptions of utility improvements in the area, clarify regulations and subsequent entitlement procedures, and update references to the types of retailers envisioned for District A (Regional Mall).

Finding #2: That the proposed special planning area meets the requirements set forth in EGMC Title 23.

Evidence: The SPA, as amended, includes all of the components required by EGMC section 23.16.100.D, including a list of permitted, conditionally permitted uses (section 4 of the SPA), performance and development standards (sections 6, 7, 8, 9, 12, 13, & 14), other design standards appropriate (sections 10 & 11), and the reasons for establishment of the SPA (section 1).

Finding #3: That the proposed special planning area amendment is needed because the project is not possible under the existing zoning requirements.

Evidence: The SPA, as amended, continues to provide a mechanism for development of up to 3,091,000 square feet of retail, office, and entertainment uses, as well as a unique set of entitlement procedures for subsequent development, including coordinating the design of the various districts of the SPA for internal compatibility. This approach is not possible with the City’s existing Citywide zoning provisions because of the differences in permit procedures, landscaping specificity, and level of detail with regard to infrastructure requirements.

Section 3: Action

The Lent Ranch Special Planning Area (LRSPA) is hereby amended as provided in Exhibit A as shown with tracked changes, incorporated herein by this reference.

Section 4: Action

The City Council recognizes and clarifies the applicability and status of the Conditions of Approval for the LRSPA and amends said conditions as provided in Exhibit B, incorporated herein by this reference.

Section 5: No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7: Savings Clause

The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take affect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 8: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

INTRODUCED: October 8, 2014
ADOPTED:
EFFECTIVE:

GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

Date signed: _____

Lent Ranch Marketplace Special Planning Area



As Approved by City Council

June 27, 2001

[With Draft Amendments - September 18, 2014](#)

Lent Ranch Marketplace Special Planning Area

As Approved by City Council

June 27, 2001

Developer	Civil Engineer
M&H Realty Partners	Edward R. Gillum
12555 High Bluff Drive, Suite 385	8795 Folsom Boulevard, Suite 201
San Diego, California 92130	Sacramento, California 95826
Feletto Development	Economic Planning
801 K Street, 23rd Floor	Economic & Planning Systems
Sacramento, California 95814	1750 Creekside Oaks Drive,
	Suite 290
	Sacramento, California 95833

With Draft Amendments - September 18, 2014

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Section 1

Introduction

The proposed project is the Lent Ranch Marketplace Project ("Project"). The Project is located on approximately 295± acres ("Project Site" or "Site") and is divided into five land uses consisting of a regional mall, community commercial, office and entertainment, visitor commercial, and multi-family residential uses.

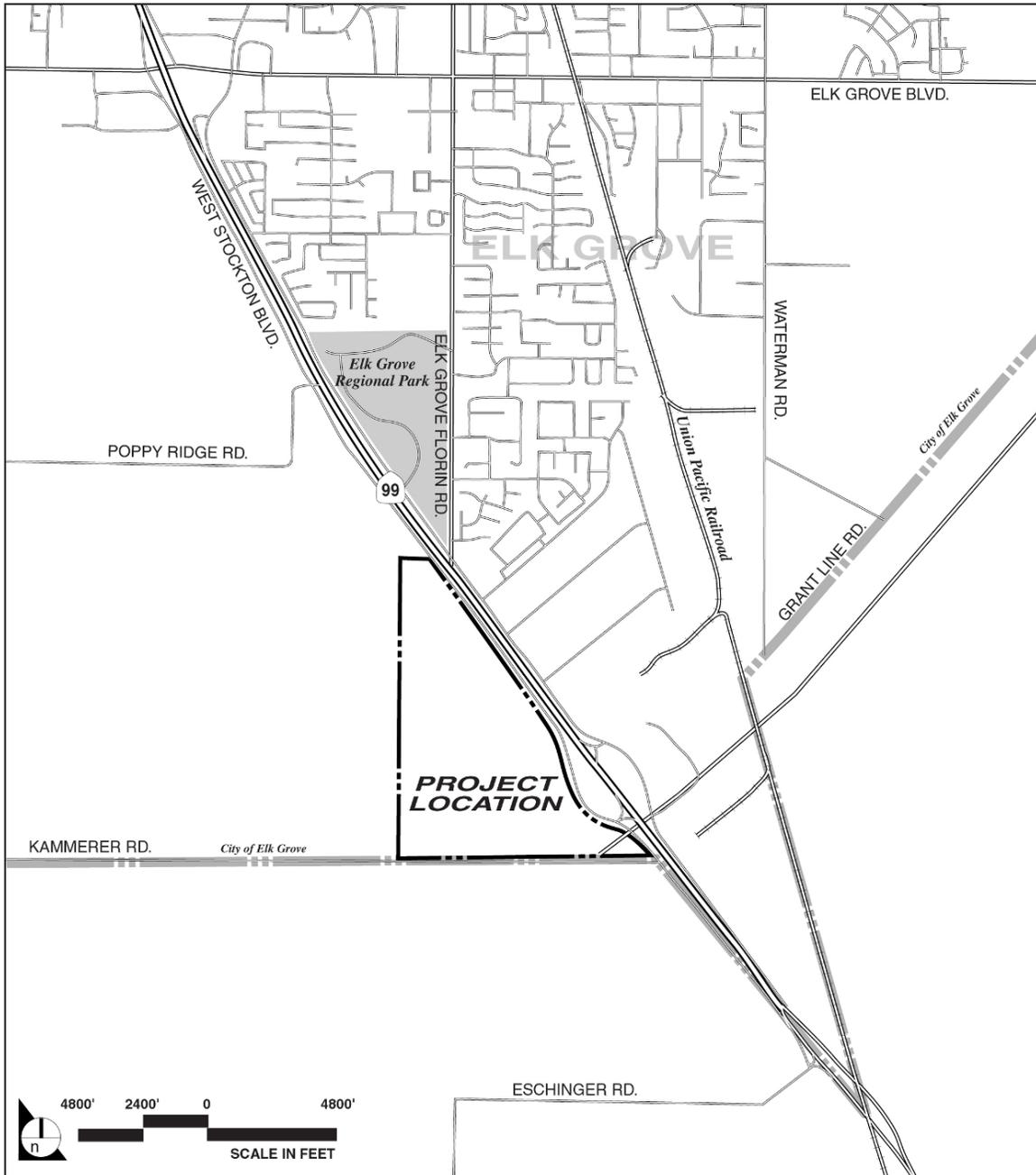
The Project is located in the City of Elk Grove ("City"). The 295± acre Project Site is triangular in shape and is located at the City's southern border, bounded on the south by Kammerer Road. State Route 99 forms the easterly boundary of the site and the western boundary is a line approximately 0.9 mile west of State Route 99, as shown on Figure 1-1.

The area around the Project Site, although mostly rural agricultural, ~~(as of 2001),~~ is rapidly changing to more urban uses. Large development projects are proposed or approved in the immediate area. ~~These projects are primarily residential in nature. Many of them are either being reviewed by the City or have already been approved and several approved residential projects in the area are undergoing construction.~~ The Project will serve as a significant commercial community center for this ~~rapidly growing residential~~ area and will generate substantial benefits to the City, including employment opportunities and sales and property tax revenue as well as providing commercial, entertainment and other uses for the City and the South County region.

The Project Site is designated in the City of Elk Grove General Plan as ~~being within the Urban Policy Area ("UPA") Commercial, Commercial/Office, and the Urban Service Boundary ("USB"). The UPA is intended for urban development within the initial planning period of the General Plan. High Density~~

Residential. The zoning on the Project Site is ~~proposed as a~~ Special Planning Area (SPA), implemented by this SPA document.

**Figure 1-1
Project Location**



1.1 Purpose of Special Planning Area

The Lent Ranch Marketplace Special Planning Area (“SPA”) is intended to provide for, guide, and control the nature of development within the Project.

~~The~~This SPA provides standards, guidelines, and procedures necessary to satisfy the provisions in the City’s Zoning Code (“Zoning Code”). Use of ~~the~~This SPA for development guidance will ensure that Lent Ranch Marketplace will have a distinct sense of place and that development will occur in an orderly and cohesive manner over the entire Project Site. All development on the Project Site shall comply with the provisions of ~~the~~this SPA.

~~The~~This SPA delineates the development plan for the Project, and addresses associated planning issues, the more significant of which include:

- Types of commercial and residential development uses allowed on the Project site.
- Character and specific design of Project development, and their relationship to surrounding land uses.
- Provision of on-site infrastructure to serve the Project.
- Process for review of subsequent projects within ~~the~~this SPA.
- Consistency with the City of Elk Grove General Plan

~~The~~This SPA provides for a variety of commercial and multi-family residential uses that will create a unique mix of commercial uses within a single project. The Project combines a regional mall (e.g., ~~department~~fashion retail stores, specialty shops, varied dining opportunities, entertainment) with community commercial (e.g., stores for books, music,

electronics, linens, home improvement items, personal services, grocery and drug stores, banks), office and entertainment (e.g., offices, theaters, restaurants), visitor commercial (e.g., hotels, service stations, mixed retail and offices), and multi-family residential uses (e.g., single- and multi-story structures).

1.2 Enabling Legislation

The authority to prepare, adopt, and implement ~~the~~this SPA is granted by ~~Title II, Chapter 35, Article 6, section 23.16.100~~ of the ~~Zoning~~Elk Grove Municipal Code, ~~entitled Special Planning Area Land Use Zone~~.

This SPA document is regulatory in nature, and serves as zoning for the Project site. Development plans, subdivision maps, and site plans for the Project must be consistent with both ~~the~~this SPA and the City of Elk Grove General Plan.

~~Consistent with the City of Elk Grove Zoning Code, the City Council initiated the Special Planning Area process for the Lent Ranch Marketplace project on January 17, 2001. The City Council found that it was appropriate to consider the Project area as a Special Planning Area due to its location and planning circumstances related to the existing site and because the mix of land uses proposed in the Project require conditions not provided through the application of standard zone regulations.~~

~~The Council further found that the proposed Lent Ranch Marketplace project has significant features and circumstances that justify the placement of the project site within the SPA land use zone.~~

1.3 Goals and Objectives

The General Plan goal to develop the site with urban uses will be met through adoption and implementation of this SPA. ~~The~~This SPA has been

designed to further this goal through the following project objectives:

- To construct a regional mall with supporting retail, office and commercial services along the State Route 99 corridor that will accommodate the growing need for such services in Elk Grove and the region.
- To construct a commercial complex of sufficient size and land use mix that maximizes synergy on-site between commercial, office, retail and high-density residential opportunities in the City of Elk Grove.
- To reduce overall vehicle miles traveled by City residents to access commercial opportunities in the region, and hence reduce vehicular air and noise emissions, by providing a mix of land uses locally, some of which are only available over ten miles north of the City limits.
- To create a high-quality commercial, office, retail and entertainment development which encourages a sense of place and social interaction.
- To create a high-quality commercial, office, retail and entertainment development efficiently on one site in order to preclude the construction of similar land uses spread out over several other parcels that would create sprawl among unattractive strip centers.
- To provide a safe and entertaining gathering place for residents of the City of Elk Grove.
- To provide a visually pleasing urban project that will enhance the aesthetic and visual quality of the neighborhood, on a site that is designated in the General Plan for Urban Development.

-
- To promote development in an orderly, comprehensive and cohesive manner for the entire project site and prevent the piecemeal development of the site with a mix of incompatible uses which could otherwise result.
 - To provide an expanded economic base of the City by generating substantial property and sales taxes.
 - To develop a regional mall to attract fashion ~~department stores~~retailers and specialty uses that are not currently represented in the City.
 - To provide employment opportunities for City residents, to improve the jobs/housing balance in the area and reduce vehicle miles traveled.
 - To provide the infrastructure necessary to meet Project needs in an efficient and cost-effective manner.
 - To locate the Project on a site with direct access and frontage along a freeway and major roadways, thus providing safe and convenient customer and employee access.
 - To provide multi-family housing opportunities.
 - To provide regional retail services not currently available to the Elk Grove community by the end of 2003.
 - To develop a community-oriented project with convenient shopping, dining, entertainment, recreation and attractive spaces for community events (fairs, festivals, school events, meeting spaces).
 - To develop a retail complex at an existing interchange with State Route 99.

-
- To reduce the amount of water consumed on the Project site.
 - To locate the Project on a site that minimizes direct impacts to sensitive biological resources.
 - To develop a unified site plan that provides convenient access, excellent vehicular and pedestrian circulation and ample parking.

~~The~~This SPA provides for a long-range comprehensive planning approach to a significant development that cannot be accomplished on a parcel-by-parcel basis. The comprehensive approach provides appropriate flexibility as well as consistency with General Plan policies; sensitivity to the existing conditions; a program to provide for the infrastructure requirements of the Project and a development program responsive to local economic demand.

1.4 Relationship to the General Plan

~~The~~This SPA is consistent with the City of Elk Grove General Plan and related regulations, policies, ordinances, and programs governing zoning amendments and adoption of special planning area land use plans. The various land uses permitted within ~~the~~this SPA are consistent with the goals, policies, and general land uses described in the General Plan.

1.5 Relationship to Zoning Code

The Lent Ranch Marketplace Special Planning Area, as approved, is a section of the City Zoning Code. In some instances, as noted in this document, ~~the~~this SPA relies on regulations contained in the applicable City Zoning Code. ~~References to the City's Zoning Code contained herein refer to the City's Zoning~~

~~Code in place at the time a development project is submitted.~~

1.6 Environmental Review

An Environmental Impact Report (EIR) ~~has been prepared~~was certified for the Lent Ranch Marketplace project in 2001. Future entitlements for development (i.e., subdivision maps, development plan review, grading permits, building permits and/or other discretionary permits) will be evaluated for consistency with the Lent Ranch Marketplace Project. In the event that a subsequent discretionary approval would result in environmental effects not analyzed in the Lent Ranch Marketplace EIR, additional environmental review documentation would be required consistent with the California Environmental Quality Act (CEQA).

1.7 Organization of SPA Document

Section 1 Introduction

This Introduction gives a brief description of the overall project and summarizes the general scope, intent, and purpose of ~~the~~this SPA. The Introduction describes the enabling legislation, goals, and objectives and includes a brief site description.

Section 2 Project Setting

Section 2 describes the physical characteristics of the site prior to development of the proposed project.

Section 3 Project Description

Section 3 presents the overall development plan and site plan that includes the location, intensity, and types of intended land uses shown on the Land Use Map. It also describes services and utilities that will be provided to the Project Site.

Section 4 Use Tables

Section 4 sets forth the land uses permitted and conditionally permitted in each land use district within the Lent Ranch Marketplace Special Planning Area.

Section 5 Project Processing

Section 5 describes the entitlement process for the Project, including a staged processing approach by which subsequent design information will be provided to the City. This section also outlines the Development Plan Review process for the Project.

Section 6 Commercial and Office Land Use Standards

Section 6 outlines the land use regulations for commercial, retail and office land uses.

Section 7 Multi-Family Residential Land Use Regulations

Section 7 outlines the land use regulations for multi-family residential land uses.

Section 8 Setbacks

Section 8 identifies setback requirements within each land use.

Section 9 Height Restrictions

Section 9 identifies height restrictions within each of the land use districts.

Section 10 Streetscape Design

Section 10 identifies the streetscape design for each public street roadway within ~~the~~this SPA including the landscape corridors and street sections.

Section 11 Landscaping

Section 11 includes a description of the landscape intent for each land use district as well as suggested plant lists.

Section 12 Off-Street Parking

Section 12 establishes parking standards for uses ~~within the SPA~~ and guidelines for shared parking.

Section 13 Architectural Concept

Section 13 discusses the architectural concept and building materials.

Section 14

Section 14 establishes procedures for regulating signage within the SPA.

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Section 2

Project Setting

The project site is in the southern portion of the City of Elk Grove. ~~West Stockton Boulevard and State Route 99 form~~ forms the easterly boundary of the Project site, and ~~existing Kammerer Road is located along the City limits~~ form the southern boundary. The western boundary is a line approximately 0.9 mile west of State Route 99. The project location is shown on Figure 1-1, Project Location. ~~The Project site is triangular in shape and encompasses about 295± acres.~~

~~The Project site is triangular in shape and encompasses about 295± acres on four individual parcels. The Assessor's Parcel Numbers (APNs) for the four parcels are 132-0152-002, 134-0600-019, 134-0220-068 and 069.~~

The Project site is nearly flat. Historically, the Site ~~has been in~~ was used for agricultural production. Crops planted on the site ~~include~~ included oats, barley, hay, and wheat. ~~Four~~ The site was previously developed with residences, ~~two mobile homes~~, a bunkhouse, a barn, and ~~eight~~ several support buildings ~~occupy portions of the site.~~

~~There are a few small agricultural ditches on the site that vary between two and three feet in width. These ditches drain into a large ditch that roughly bisects the site from east to west and is approximately 20 feet in width. Several dirt roads also cross the site, and a small paved private landing strip is oriented approximately parallel to West Stockton Boulevard and is located on the northern portion of the property. An aerial photo (taken in 2000) of the project site is shown on Figure 2-1.~~

There are no man-made or natural hazards within the Project site. The project site is relatively devoid of

significant natural features and there is little variation in topography. ~~The site has been used for agricultural over the past fifty years and consequently, does not have significant natural features~~ Portions of the site have been mass graded and improved with urban infrastructure.

~~The Project Site is located within the Urban Policy Area (“UPA”) and within the Urban Services Boundary (“USB”) identified within the City of Elk Grove General Plan. The General Plan defines the UPA as an area where growth is anticipated to occur within the initial twenty-year planning period of the 1993 General Plan. Thus, the Site is both within the UPA and within the limits of the USB as designated on the General Plan diagram. The Site is also designated as an Urban Development Area (“UDA”). The UDA designation is defined as an area without a specific land use designation that will be assigned appropriate uses after completing additional study.~~

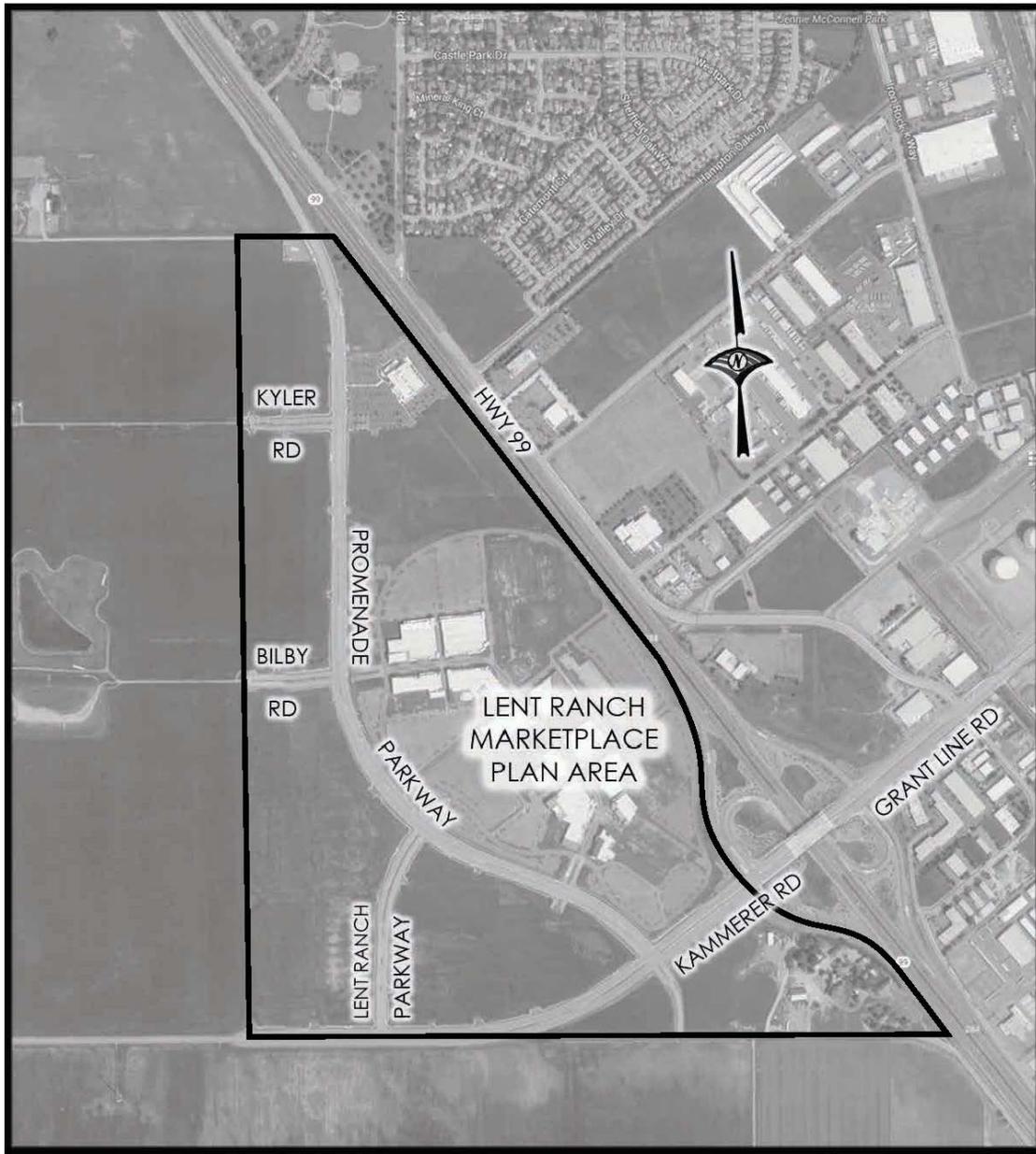
~~Land west and north of the Project site is currently agricultural with farmhouses and outbuildings. The Project site and the land west of the site are designated on the City’s General Plan Land Use Diagram as Urban Development Areas.~~

The General Plan identifies the site for commercial, commercial/office, commercial/office/multifamily, and high density residential development.

Historical land uses northwest and west of the Project site ~~include~~have included vacant land and agricultural uses. These areas are ~~designated within~~designed for urbanization in the County ~~City’s General Plan as Agricultural Urban Reserve. The Sterling Meadows project and Southeast Policy Area Plan are zoned Agriculture (AG-20) approved plans with designations for a range of employment and AG-80). residential development.~~ Further to the north, development ~~is planned~~ in the ~~proposed~~ Laguna Ridge Specific Plan project area ~~that~~ includes

residential and commercial uses. About two miles west of the project site, the ~~recently approved (April 2000)~~ East Franklin Specific Plan ~~will allow the development~~ developed with a mix of commercial uses, community facilities, and ~~up to 10,103~~ residential units.

Figure 2-1
Aerial Photograph
Taken in 2000



To the east of the Project site across ~~West Stockton Boulevard~~ and State Route 99, existing land uses consist of industrial, commercial, residential, and vacant land. The East Elk Grove Specific Plan is located east of the Project Site. Uses south of

Kammerer Road include land in agricultural production and associated farmhouses.

~~is located east of the Project Site~~

~~Uses south of Kammerer Road include land in agricultural production and associated farmhouses.~~

Primary access to the site is provided from State Route 99 from the Grant Line Road/Kammerer Road interchange and Kammerer Road. Secondary access to the Project site includes less-direct routes from SR 99 and Interstate-5 via Elk Grove Boulevard, West Stockton Boulevard, Hood Franklin Road, Bruceville Road, Poppy Ridge Road and Kammerer Road.

Kammerer Road is planned to be extended to Interstate 5 at a future date, consistent with the City's General Plan, County General Plan, and other regional transportation plans.

~~West Stockton Boulevard and Kammerer Road, both existing two-lane roadways, are the largest roadways on the Project site with two access driveways off of West Stockton Boulevard serving residential units. As of October 2000, West Stockton Boulevard has approximately 200 average daily trips and Kammerer Road has 900 average daily trips.~~

Public services and facilities serving the Project Site are limited. ~~There are no public water, wastewater or drainage facilities currently serving the Project Site. Private wells provide water for existing residential and agricultural uses.~~ have been constructed with capacities sufficient to serve all development approved within the Lent Ranch Marketplace.

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Section 3

Project Description

The Lent Ranch Marketplace project is envisioned to create a unique regional retail environment to serve the City of Elk Grove and the ~~South Sacramento County~~ region. The project includes a broad mix of land uses (retail commercial, office, entertainment, multi-family residential) in a comprehensively planned project. The variety of services and experiences available within the project will distinguish it among other retail projects in the City and region.

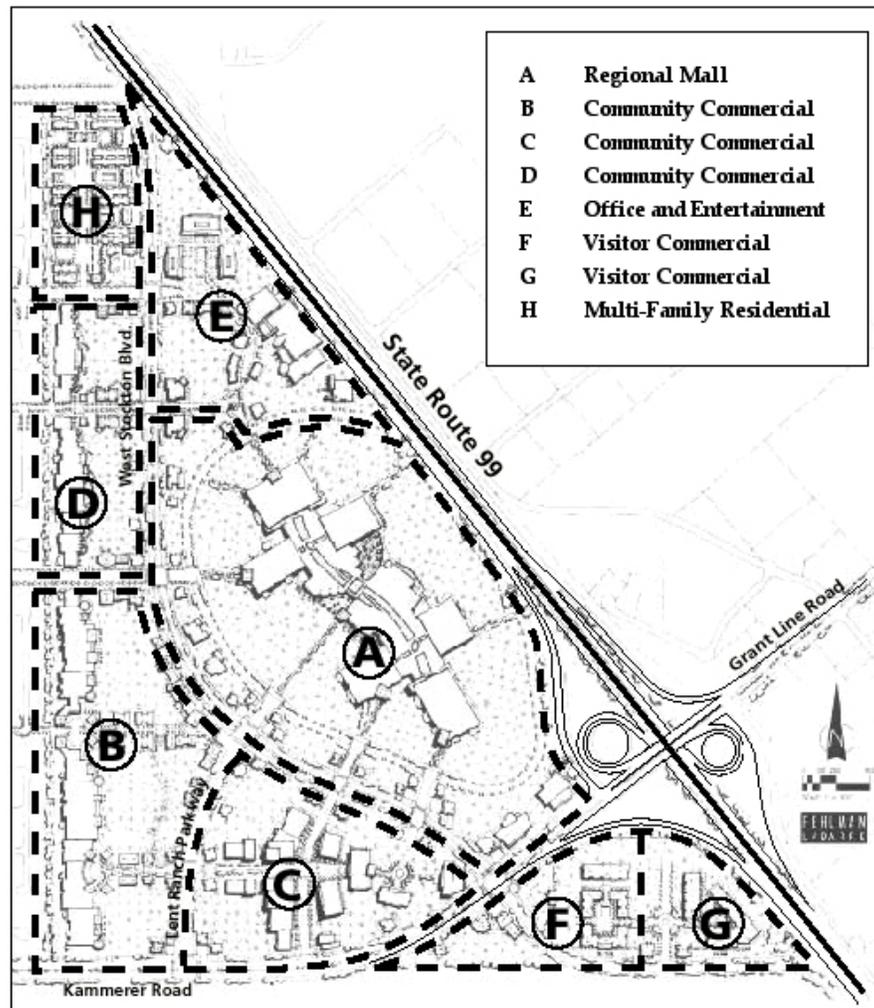
~~The project site's designation as an Urban Development Area, its site is designated for urban development in the City General Plan, with designations of Commercial, Commercial/Office, Commercial/Office/ Multifamily, and High Density Residential. Its geographic location, and physical attributes characterize the site as suitable for urban uses. In 1993, the Project site was designated in the General Plan as an Urban Development Area (UDA). As a UDA, the Project site was identified as a site to be developed with urban land uses. However, the General Plan did not specify the specific urban uses that should be developed on the site. The Lent Ranch Marketplace project responds to the policy direction of the General Plan to develop urban uses on the project site.~~

3.1 Land Use Summary

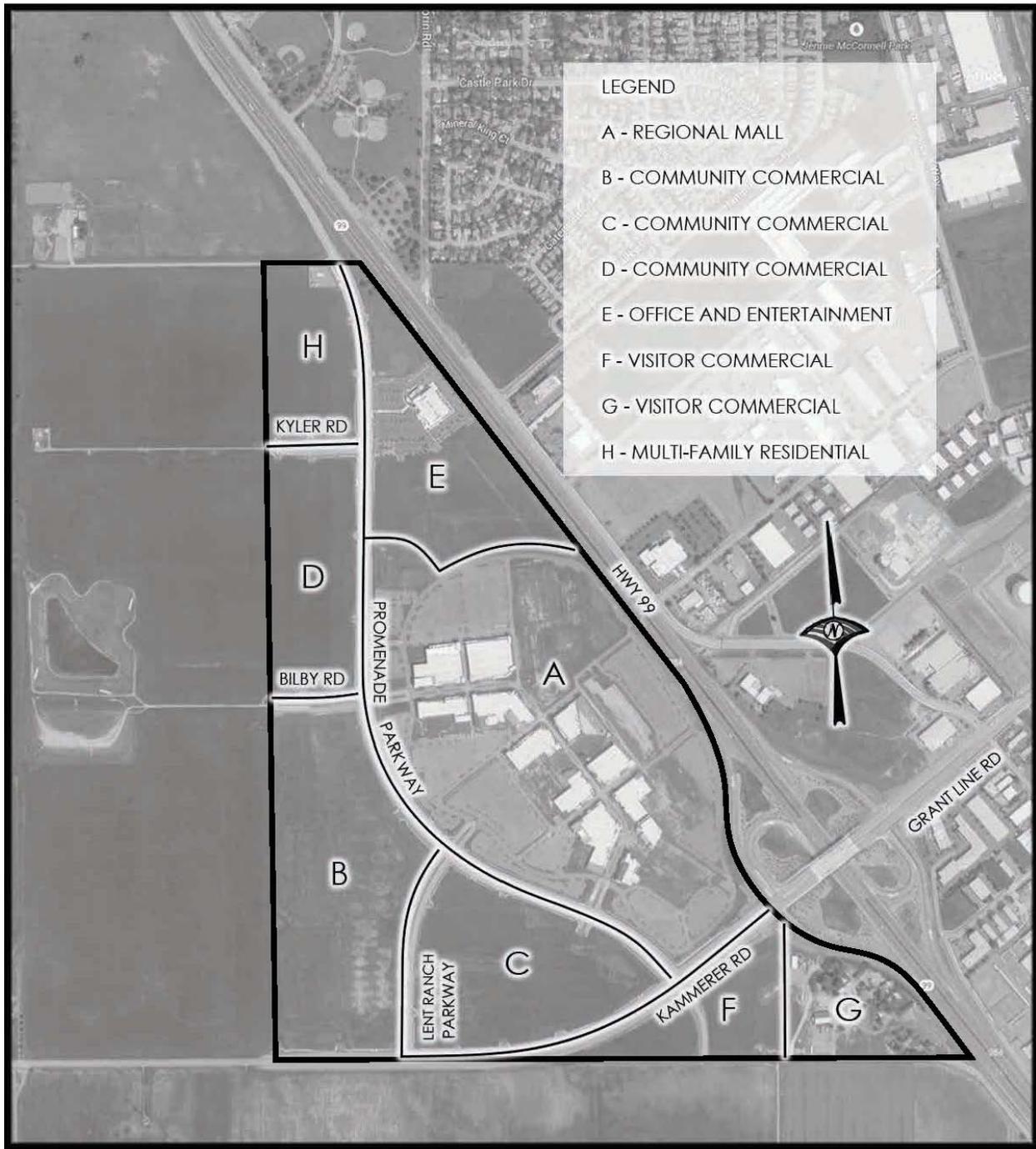
The Project involves the development of five different land uses consisting of regional mall, community commercial, office and entertainment, visitor commercial and multi-family residential within the approximately 295±-acre site. Figure 3-1, Land Use Map, illustrates the general layout of the five land uses. The location, size and configuration of the

buildings in Figure 3-1 are conceptual and are subject to change.

**Figure 3-1
Land Use Districts**



All site design information is conceptual.



~~The~~This SPA is organized into eight land use districts. Each land use district is distinct due to its location, size, and the character and mix of tenants. Table 3-1, Summary of Proposed Land Uses, presents the general land use types proposed for each land use, the acreage, and proposed development density within the land use district (square footage or number of units). The lettering of the land use districts corresponds to the districts shown on Figure 3-1.

**Table 3-1
Land Use Summary**

District	Land Use	Acres (gross)	Units
A	Regional Mall (1)	105.8	
B	Community Commercial	48.4	
C	Community Commercial	37.0	
D	Community Commercial	26.7	
E	Office and Entertainment	30.6	
F	Visitor Commercial	15.4	
G	Visitor Commercial	15.6	
H	Multi-Family Residential	15.3	280
	Total	294.8	280

- 1 Square footage of the regional mall (1,300,000 square feet) is gross leasable area (GLA). GLA is the total floor area designated for the tenants' occupancy and exclusive use.

The entire project site is zoned Special Planning Area (SPA). ~~Within the SPA zone, each~~Each land use district described in this SPA is planned with a mix of land uses as shown in Section 4 ~~of the SPA,~~ Use Tables.

3.2 Land Uses

Descriptions of each of the land uses follow.

Regional Mall

Land Use:	Regional Mall
District:	A
Acreage:	105.8 acres
General Plan Designation:	Commercial & Office
Zoning:	Lent Ranch Marketplace Special Planning Area
Approximate Square Footage:	<u>Up to</u> 1,300,000 square feet gross leasable area
Intent:	<p>The Regional Mall land use is planned to serve the City of Elk Grove and South Sacramento County and will include a minimum of three fashion department store anchors the region. Land uses within the Regional Mall portion of the Project would be regional in nature.</p> <p>The Regional Mall structures would be clustered in the center of the site and additional structures may be located outside of the Regional Mall structure adjacent to Kammerer Road and along West Stockton Boulevard Promenade Parkway. The non-mall structures may be multi-level and enclosed and multi-level parking structures are permitted.</p> <p>The Regional Mall is envisioned and intended to provide a community-gathering place.</p>
Uses Envisioned:	<ul style="list-style-type: none">▪ Department store anchors (five to six)▪ In line shops (ranging in size) connecting department stores▪ <u>Fashion and specialty retailers</u><ul style="list-style-type: none">▪ Mid-size stores in outdoor retail promenade adjacent and/to or connected to malls part of the Regional Mall▪ Retail commercial or office pads outlying the Regional Mall along roadways▪ Restaurants (with alcohol sales), <u>either in the Regional Mall or on surrounding out-parcels</u>▪ Entertainment uses (i.e., theaters)

~~• Auto uses ancillary to department stores~~

- Service Stations
- Financial Institutions
- Low-rise office, professional offices

Scale of Uses: The Regional Mall district is intended to be distinguished from the Community Commercial, Office/Entertainment, and Visitor Commercial districts primarily by the scale of the regional mall itself. ~~Commercial uses in this district will either be part of the mall itself or along the ring road, which loops through the District. Stand alone commercial uses not directly associated with the mall, such as uses outside the ring road shall be limited in scale as provided in this SPA.~~

Land Use Regulations The Regional Mall land use is subject to the use regulations and development standards contained in Section 6 of this SPA.

Site Plan ~~The conceptual site plan for the Regional Mall is shown on Figure 3-2.~~



**Figure 3-2
Regional Mall
Conceptual Site Plan**

This exhibit conceptually depicts the regional mall facility, which comprises most of the development planned in the Regional Mall District. This exhibit does not depict all of the development permitted within the Regional Mall District.

A = Anchor

Community Commercial

Land Use:	Community Commercial
Districts:	B, C, D*
Acreage:	District B: 48.4 District C: 37.0 District D: 26.7
General Plan Designation:	Commercial & Commercial/Office/Multifamily
Zoning:	Lent Ranch Marketplace Special Planning Area
Intent:	<p>The Community Commercial land use creates, preserves and enhances opportunities for businesses that provide a variety of goods and services serving a community or regional market. The Community Commercial districts provide for the grouping of retail and service uses that are compatible in the types of commodities sold, the scope of services provided or the method of operation.</p> <p>The Community Commercial districts may contain large-format (power center) and mid-size stores, offices and community commercial retail uses. Smaller businesses that benefit from the customer drawing power of the larger stores and provide specialty goods and services are envisioned in the Community Commercial land use.</p> <p>The Community Commercial districts are transitional zones between the residential neighborhoods to the north and west and the Regional Mall to the east.</p> <p>*Multi-family is a permitted use in the Community Commercial District D (see the Multi-family residential section of this SPA for more information).</p>

- Uses Envisioned:**
- Large-format retailers (such as home improvement stores, wholesale retailers, outlet retailers) greater than 60,000 square feet
 - Mid-size retailers (such as office supply, clothing stores, sporting goods, books, music stores, drugstores etc.) typically of less than 60,000 square feet
 - Home accessory stores (linens, furniture)
 - Discount and retail outlets
 - Grocery market and food stores (approximately 30,000 to 70,000 square feet)
 - Drugstores
 - Smaller retailers and specialty users (less than 20,000 square feet) arranged in clusters or located in pads along West Stockton Boulevard or Lent Ranch Parkway
 - Service uses (florist, cleaners, salon, video store, locksmith, electronic repair, childcare, etc.)
 - Service Stations
 - Restaurants (with alcohol sales)
 - Financial institutions
 - Offices
 - Multi-family (District D only)

Scale of Uses: The Community Commercial district is characterized by the presence of retail uses devoted to the sale of goods having short and long-term utility or consumption and by the presence of some larger structures. This district may include smaller stores as part of commercial developments as well as larger centers anchored by a major tenant of 35,000 square feet or greater.

Land Use Regulations The Community Commercial land use is subject to the use regulations and development standards contained in Section 6 of this SPA.

Office/Entertainment

Land Use: Office and Entertainment

District: E

Acreage: 30.6 acres

General Plan Designation: Commercial-~~&~~/Office

Zoning: Lent Ranch Marketplace
Special Planning Area

Intent: The Office/Entertainment land use provides opportunities for offices, theaters, restaurants, entertainment-oriented retail uses such as bookstores, video stores and health clubs.

The Office and Entertainment structures are intended for placement near State Route 99 and sited with the intent of creating a quality first impression of the Project Site for motorists. The structures may be either single or multi-level. This land use will serve the surrounding community by providing employment and entertainment opportunities.

- Uses Envisioned:**
- Entertainment Uses (e.g. theaters)
 - Offices
 - Research and development facilities
 - Conference and convention centers
 - Skating rinks, bowling lanes, sporting venues
 - Restaurants (with alcohol sales)
 - Financial institutions
 - Schools
 - Public Facilities (e.g. post office)

Land Use Regulations The Office/Entertainment land use is subject to the use regulations and development standards contained in Section 6 of this SPA.

Visitor Commercial

Land Use: Visitor Commercial

Districts: F, and G

Acreage: District F: 15.4 acres
District G: 15.6 acres

General Plan Designation: Commercial-~~& Office~~

Zoning: Lent Ranch Marketplace
Special Planning Area

Intent: The Visitor Commercial land use will serve the surrounding community as well as the travelling public. The Visitor Commercial use is directly accessible from State Route 99 via Kammerer Road and West Stockton Boulevard. The Visitor Commercial land use is intended for development with land uses that benefit from freeway visibility and access. Multiple-story parking structures would be permitted in the Visitor Commercial land use. The Visitor Commercial uses will serve as a gateway from State Route 99 into Lent Ranch Marketplace along the south side of Kammerer Road.

Uses Envisioned:

- Hotels and motels
- Conference and convention centers
- Restaurants (with alcohol sales)
- Service Stations
- Offices
- Large-format retailers (such as home improvement stores, wholesale retailers) typically greater than 60,000 square feet that benefit from freeway visibility
- Public Facilities

Multi-Family Residential

Land Use:	Multi-Family Residential
District:	H
Acreage:	15.3 acres
Approximate Number of Units:	280 units (approximate)
General Plan Designation:	Medium <u>High</u> Density Residential
Zoning:	Lent Ranch Marketplace Special Planning Area
Intent:	<p>The multi-family residential land use provides the opportunity for multi-family residential units that may include residential housing types such as rental apartments, townhouses, condominiums or senior apartments. If developed at a density of 20 units per acre, the site will accommodate up to 280 units in a multi-family residential project. All housing must be affordable housing units.</p> <p>The residential scale may consist of single or multi-story structures, as well as different unit sizes and floorplans. The multi-family residential site may be developed with housing types for ownership or rental. Open space opportunities will be retained within the multi-family project among buildings and in recreation areas</p>
Uses Envisioned:	<ul style="list-style-type: none">▪ Condominiums▪ Townhouses▪ Apartments▪ Congregate Care Facilities▪ Senior Care Facilities
Land Use Regulations	The multi-family residential land use is subject to the use regulations and development standards contained in Section 7 of this SPA.

3.3 Circulation

Primary access to the Project Site will be provided via the Grant Line Road/Kammerer interchange with State Route 99. Additional access from outside the Project Site will be provided by ~~the realignment of West Stockton Boulevard, extending south from Elk Grove Boulevard~~Promenade Parkway, Lent Ranch Parkway, Bilby Road and ~~from Kammerer Road, which accesses the Site from the west~~Kyler Road.

Internally, ~~West Stockton Boulevard~~Promenade Parkway will serve as the primary spine for circulation. All land uses within the Project Site will access ~~West Stockton Boulevard~~Promenade Parkway, Lent Ranch Parkway and/or Kammerer Road. Roadways are planned to extend westerly from ~~West Stockton Boulevard~~Promenade Parkway to connect with land uses, when and if developed, west of the Project Site.

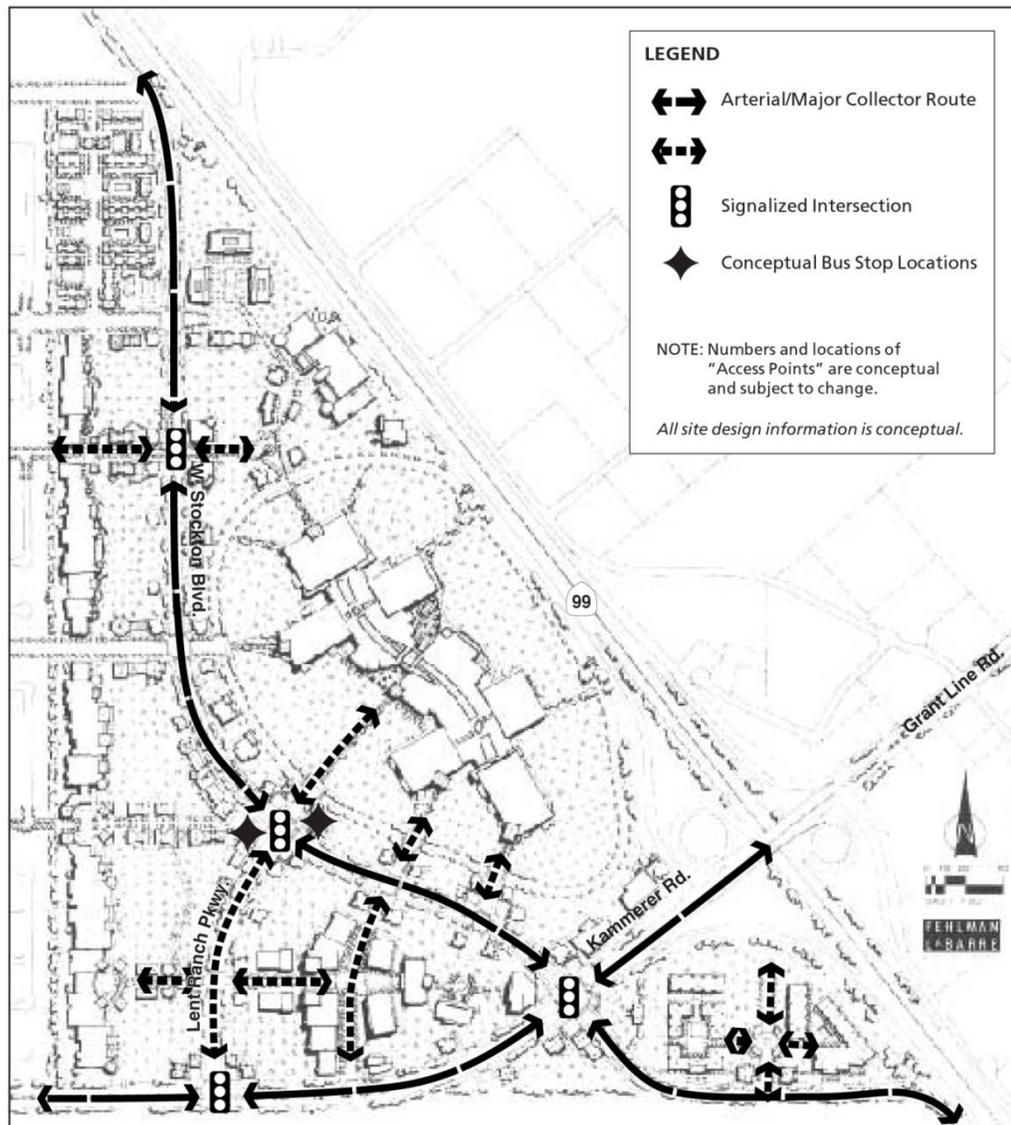
The primary roadway improvements that ~~are planned for~~have been constructed within the Project area include the following:

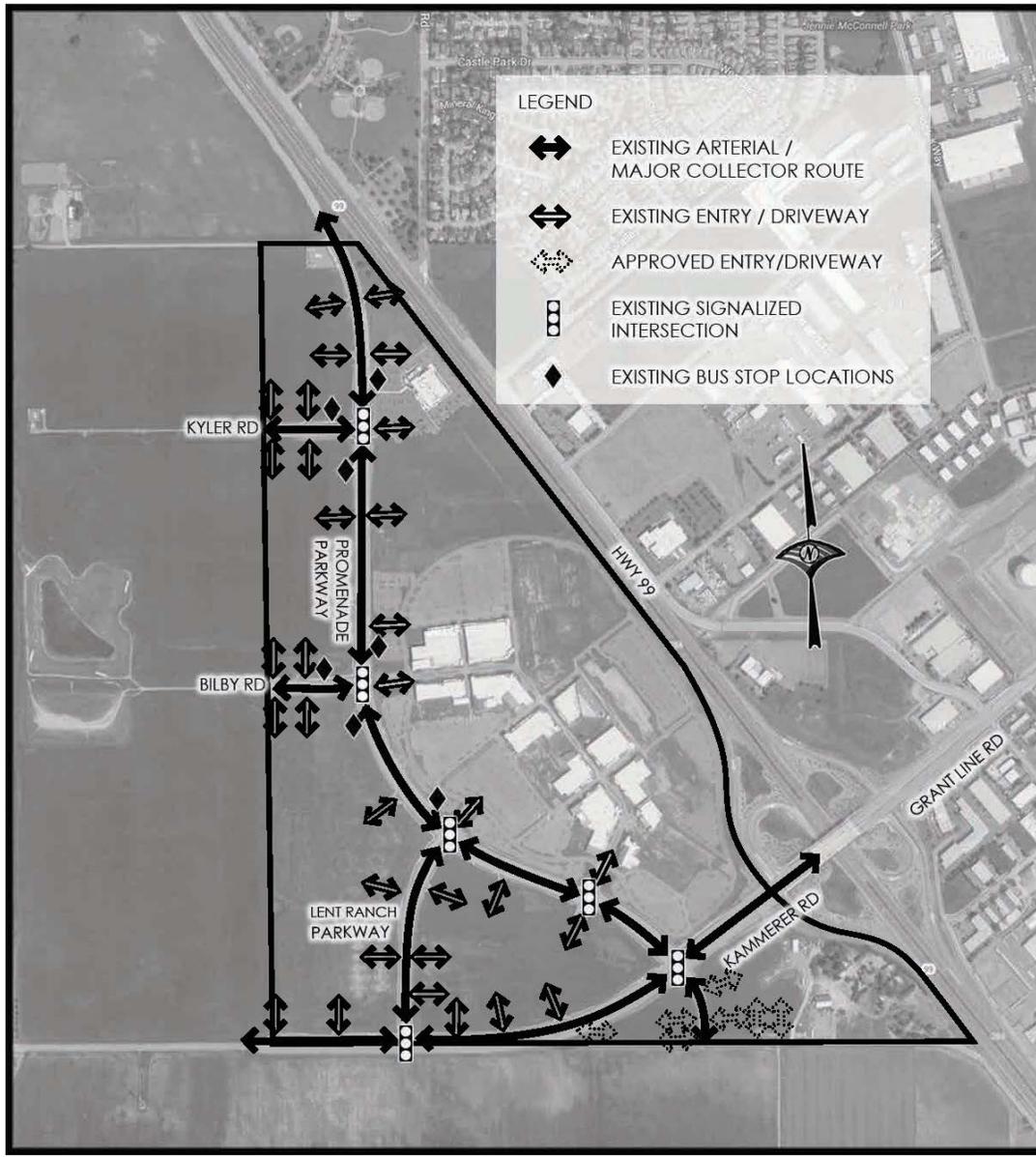
- ~~Reconfiguring~~Reconfigured West Stockton Boulevard/Promenade Parkway from Kammerer Road north to the Project boundary;
- Extending Kammerer Road from the reconstructed Grant Line Road/Kammerer Road/State Route 99 interchange westerly to the existing Kammerer Road alignment, as shown on Figure 3-32;
- Widening the existing Kammerer Road from the new section of Kammerer Road to the western Project boundary;
- Constructing Lent Ranch Parkway between ~~West Stockton Boulevard~~Promenade Parkway and Kammerer Road; and

- Constructing two interior roadways to provide access Bilby Road and Kyler Road from Promenade Parkway to the west.western Project boundary..

The Project will be served by a reconstructed the interchange at Kammerer Road/Grant Line Road and State Route 99. Improvements to the Interchange are provided for in the General Plan and are currently (February 2001) under consideration by the City.

Figure 3-32
Circulation Plan





Note: Driveway locations and number are subject to City approval.

The reconstructed interchange ~~will provide~~provides more efficient access from State Route 99 to serve Elk Grove. Grant Line Road serves as a commuter route connecting Elk Grove and greater southern Sacramento County with employment and residential areas in eastern Sacramento County along the Highway 50 corridor, the City of Rancho Cordova, ~~the City of~~ Folsom, and El Dorado County. Grant Line Road/Kammerer Road is ~~shown on the General Plan~~planned to extend westerly to link to Interstate 5 at the existing Hood/Franklin Road interchange.

The plan area circulation system is illustrated in Figure 3-~~32~~ and includes surrounding circulation, access points, and signalized intersections as part of the Project.

3.3.1 Pedestrian/Bicycle Circulation

Pedestrian circulation is intended to integrate land uses within the Project with one another and to create linkages between the Project Site and the proposed Laguna Ridge project to the north and with ~~future~~Sterling Meadows and Southeast Policy Area development areas to the west. Nearly 80 percent of all land uses within the Project are within one-quarter mile of the Regional Mall and all land uses are within one-half mile of the Regional Mall. Over 75 percent of all uses are within one-half mile of one another, approximately a ten-minute walk.

All roadways within the Project ~~are designed to accommodate~~have bikeways and pedestrian sidewalks. Class II ~~and Class III~~ bicycle ~~pathways are planned~~lanes have been constructed within ~~the landscape corridors public rights-of-the project way~~. Within the individual land use districts, pedestrian and circulation pathways should extend from the project pedestrian network to serve individual land uses.

3.3.2 Transit

~~When the project is developed, it is anticipated that that Sacramento Regional Transit District (RT) will provide transit services to the portion of the City of Elk Grove that includes the Project. Currently, the closest transit service to the Project site is provided by fixed bus routes (Routes 56 and 60) on Elk Grove Boulevard and East Stockton Boulevard. No evening or weekend service is provided on Routes 56 and 60. When the Project is developed, RT will provide transit service to meet demands of the Project Site.~~

When the Project is developed, Elk Grove's e-tran will provide transit services to the Project.

The Project includes ~~plans for two conceptual~~ bus stop locations with transit waiting shelters on ~~West Stockton Boulevard adjacent to the Regional Mall site. One bus stop location is provided for southbound traffic and the other for northbound traffic. Conceptual~~ Promenade Parkway, Lent Ranch Parkway, Kammerer Road, Bilby Road and Kyler Road. The locations of the available bus stops/shelters are shown on 3-~~32~~. Locations ~~of bus stops to be utilized~~ will be determined by Regional Transit/Elk Grove e-tran when it develops its transit service plans for the Project Site.

3.3.3 **Transportation System Management Measures**

The Lent Ranch Marketplace Project proposes a series of transportation system management measures to reduce peak hour vehicle trips by project employees and to reduce the emissions from both mobile and stationary sources. The measures include measures related to bicycle, pedestrian, and transit systems, parking, residential development, building components and transportation management. The measures proposed for the project are listed on Table 3-2.

3.3.3

~~The Lent Ranch Marketplace Project proposes a series of transportation system management measures to reduce peak hour vehicle trips by project employees and to reduce the emissions from both mobile and stationary sources. The measures include measures related to bicycle, pedestrian, and transit systems, parking, residential development, building components and transportation management. The measures proposed for the project are listed on Table 3-2.~~

Table 3-~~2~~Summary Summary of Transportation System Management Measures

Measure	Description
BICYCLE/PEDESTRIAN/TRANSIT	
Bicycle Lockers and Racks	Non-residential projects provide bicycle lockers and/or racks
Bicycle Parking Facilities	Provide an additional 20 percent of required Class I and Class II bicycle parking facilities
Class I Bicycle Storage - Residential	Bicycle storage (Class I) at apartment complexes or condos without garages
Class I and Class II Bicycle Facilities	Entire project is located within 1/2 mile of an existing Class I or Class II bike lane and provides a comparable bikeway connection to that existing facility
Pedestrian Facilities	Provide for pedestrian facilities and improvements.
Bus Service/Bus Stop Improvements	Bus service provides headways of 15 minutes or less for stops within 1/4 mile; project provides essential bus stop improvements (i.e., shelters, route information, benches, and lighting).
Transportation Information Kiosk	Provide a display case or kiosk displaying transportation information in a prominent area accessible to employees or residents
Uses Proximate to Planned Transit	High density residential, mixed, or retail/commercial uses within 1/4 mile of planned transit, linking with activity centers and other planned infrastructure
PARKING	
Electric Charging Facilities	Provide electric vehicle charging facilities.
Carpool Vanpool Parking	Provide preferential parking for carpool/vanpools
Passenger Loading Facilities	Loading and unloading facilities for transit and carpool/vanpool users
Parking Lot Shade	Increase parking lot shade by 20 percent over code requirements
Parking Lot Design	Provide parking lot design that includes clearly marked and shaded pedestrian pathways between transit facilities and building frontage for each District.
RESIDENTIAL DEVELOPMENT	
Residential Density	Average residential density of twenty (20) units per acre or greater
MIXED USE	
Mixed Use within 1/4 Mile	Project has at least 3 of the following on site and/or within 1/4 mile: Residential Development, Retail Development, Personal Services, Open Space, Office
Pedestrian Connections	Provide separate, safe, and convenient bicycle and pedestrian paths connecting residential, commercial, and office uses
Carpooling	Provide carpool matching assistance.
BUILDING COMPONENTS	
Low Emission Fireplace	Install lowest emitting commercially available fireplace
Ozone Destruction Catalyst	Install ozone destruction catalyst on air conditioning systems, in consultation with SMAQMD
TDM & MISC.	
TMA Membership	Include permanent TMA membership and funding requirement. Funding to be provided by Community Facilities District or County Service Area or other non-revocable funding mechanism.
Employee Flextime	Provide flextime for non-single occupancy vehicle commuters.

Transportation Coordinator

Provide on-site Transportation Coordinator

3.4 Open Space/Public Spaces

The ~~project~~Project site is relatively devoid of significant natural features suitable for preserving in natural open space areas. Historically, the site has been used for agricultural uses and is absent trees and natural waterways.

An open space resource is located south of the Project, across Kammerer Road. Land south of the project border is in agricultural production and is scattered with residential units associated with the agricultural uses. Property south of the Lent Ranch Marketplace project, generally south of Kammerer Road, is located outside the Elk Grove City limits and outside of the County's Urban Services Boundary. As such, it is not designated for urban uses, but provides open space and views into agricultural areas.

~~Within the SPA, passive~~Passive open space areas will be provided within individual projects in the Land Use districts. Open space opportunities exist along roadways within landscape corridors and within the design of individual projects. For instance, in the multi-family residential land use district, there is an opportunity to provide open space among residential buildings and for recreational uses. Within the Regional Mall district, open space areas may be provided in the form of pedestrian pathways, public seating areas, promenades, plazas and other public spaces.

Throughout the Project, and especially within the Regional Mall use, there is an opportunity to create open spaces through design in public spaces, plazas, seating areas, pedestrian pathways and among individual uses.

3.5 Utilities & Public Services

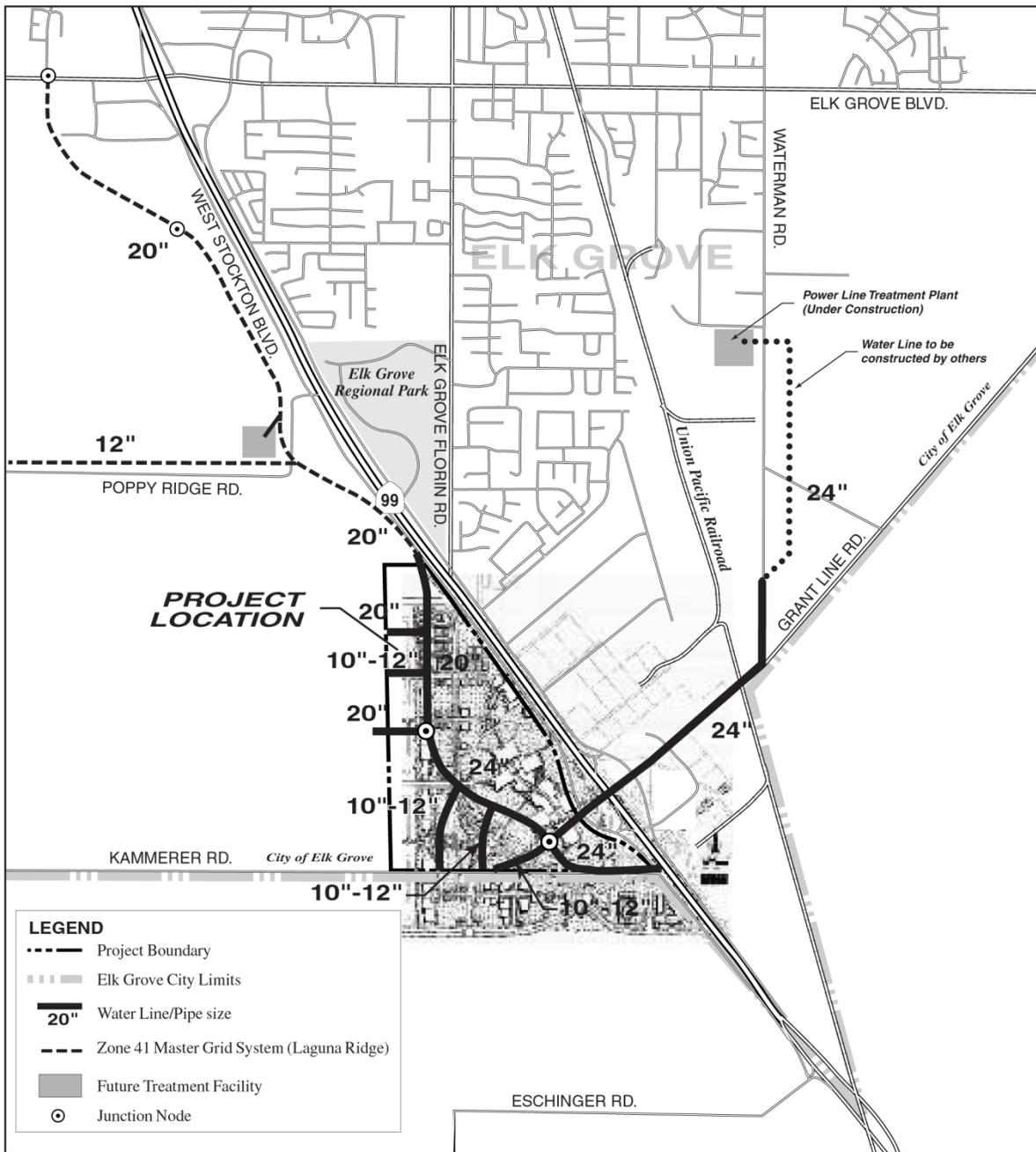
3.5.1 Water Supply

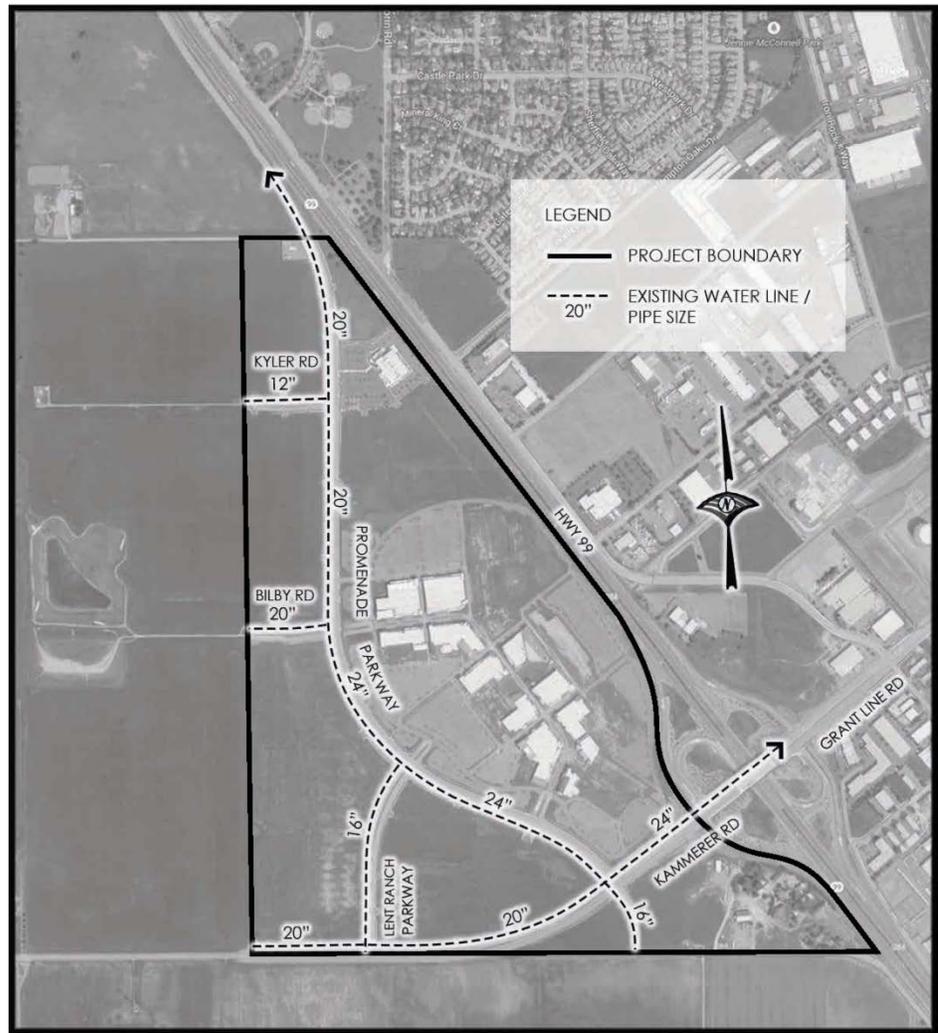
The Project will obtain water supplies from the Sacramento County Zone 40 system. The Project will be served through the extension of ~~a 24-inch~~ water transmission ~~main~~mains from an off-site water treatment plant, ~~located west of Waterman Road and north of Grant Line Road. The plant is scheduled for constructed(s) as illustrated in 2001 to 2002 as part of the Zone 40 water system improvements. The water main connecting the water treatment plant along Waterman Road to the Project Site would proceed south from the water treatment plant to Grant Line Road, and then southwesterly along Grant Line Road across the reconstructed Grant Line Road/State Route 99 interchange to the proposed intersection of West Stockton Boulevard and Kammerer Road within the Project Site. Figure 3-3.~~

~~From this point, the water main would proceed northerly along West Stockton Boulevard. The size of the main would decrease to twenty inches between the Community Commercial districts of the Project. Continuing northerly along West Stockton Boulevard, the water main would ultimately be connected to a new water production and storage facility northwest of the Site within the proposed Laguna Ridge Specific Plan area. Figure 3-4, Water System, illustrates the general location of the connection points, on-site and off-site water transmission lines and the planned off-Site East Elk Grove water treatment plant~~

The water supplied from ~~the East Elk Grove plant~~Zone 40 will be sufficient to provide water for the entire Project; ~~the ultimate connection to the northwest would provide a second source of water in the long term.~~

Figure 3-43
Water System





3.5.2 Sanitary Sewer

The Project Site is within the jurisdictional boundaries of the Sacramento ~~County Sanitation Area Sewer District No. 1~~ ("SASD") and Sacramento Regional County Sanitation District ("SRCSD"). The Project area is ~~ultimately proposed to be~~ served by a ~~SRCSD~~ interceptor line sewer lift station along a future extension of Lotz Parkway, which directs sewer flows through a force main under State Route 99 to a trunk line along East Stockton Boulevard. Sewer flows are ultimately directed to be extended from the County wastewater regional treatment plant (which is northwest of the Project Site) through the East

~~Franklin and Laguna Ridge Specific Plan areas. Development south of Elk Grove Boulevard will be connected to this future interceptor line. Preliminary alignments for the interceptor line have been determined from the treatment plant to the eastern side of the East Franklin Specific Plan area. City.~~

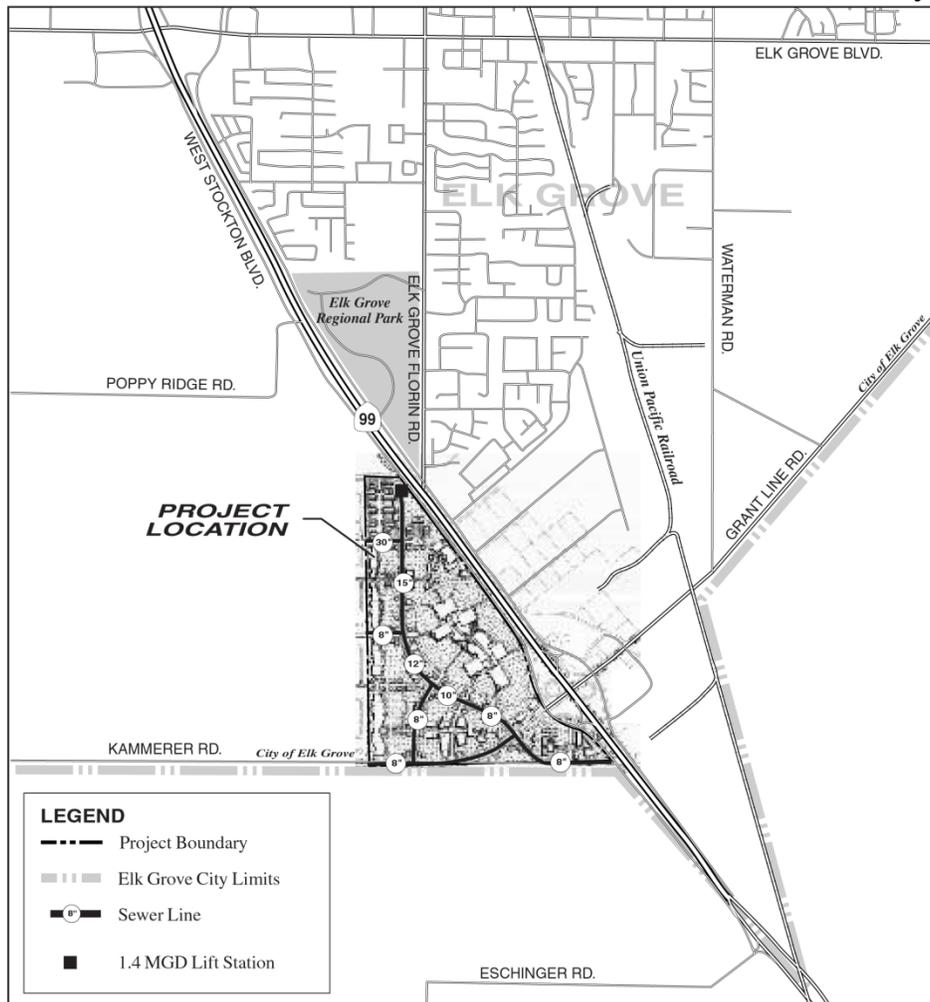
~~Given the timing of the interceptor line construction and Project development, the Project Developer would construct interim wastewater system facilities to accommodate the Project, including connecting to an existing 30-inch trunk sewer line located along East Stockton Boulevard, east of State Route 99. The connection would be made by way of a lift station and force main, probably through an existing drainage culvert under State Route 99. Once the SRCSD interceptor line has been extended to the Site, the lift station would be removed and wastewater would flow by gravity through the interceptor system. Figure 3-5, Sanitary Sewer System, illustrates the location of sewer connection points and on-site and off-site sewer mains. The exact location of the off-Site connection to the west has not been determined.~~

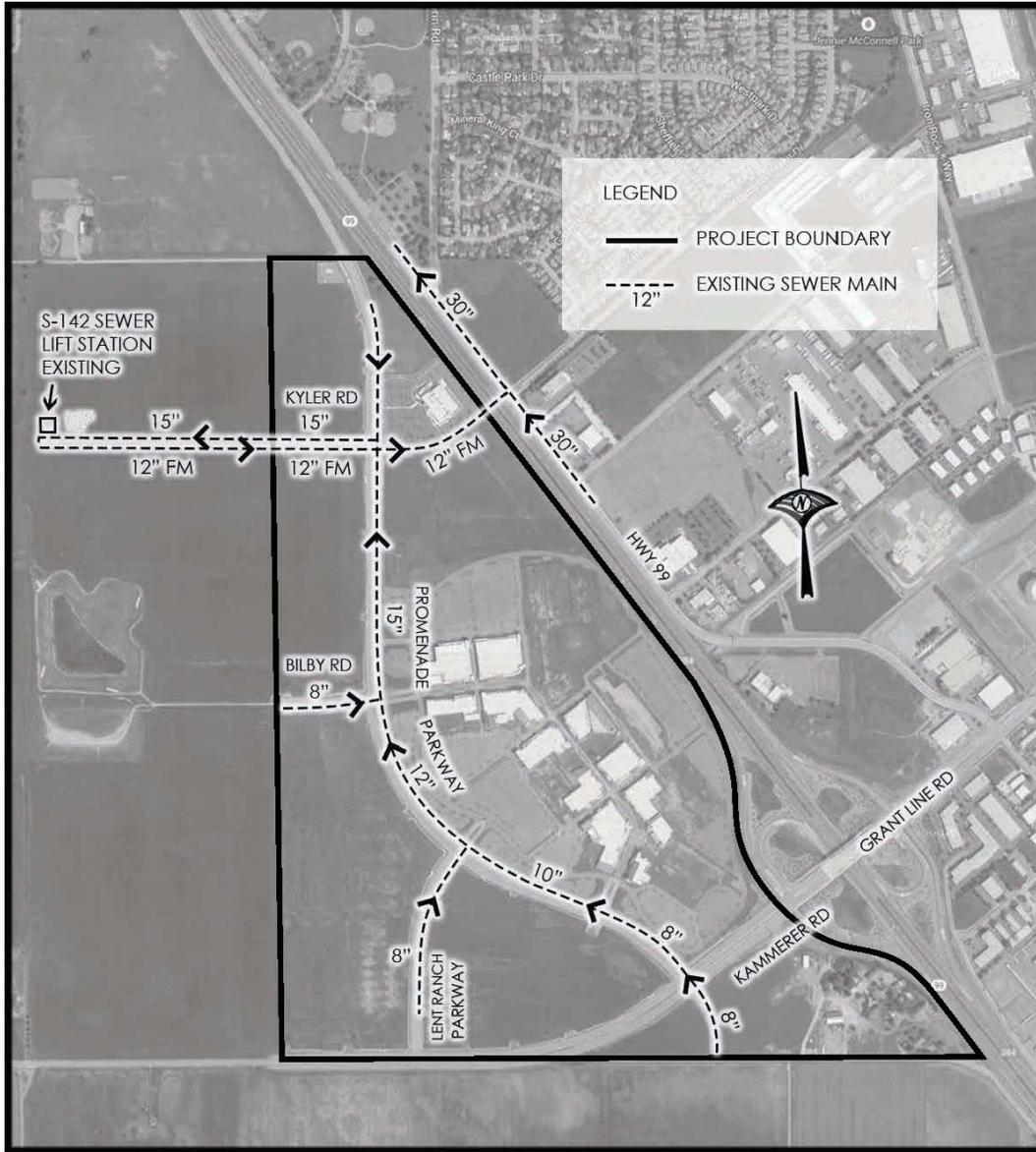
3.5.3 Storm Drainage

Drainage improvements include ~~an eight-acre~~ water quality and detention basin off-site, west of the Project Site boundary, ~~which is proposed~~ to control urban runoff from the Project Site. The basin ~~incorporates an existing tailwater pond that has historically been used by Lent Ranch in its agricultural operations. The basin would be~~ is of sufficient size to reduce peak runoff to pre-development levels. ~~Until downstream drainage improvements are completed, the runoff would be released into the existing agricultural ditch system at a rate not to exceed the pre-development levels.~~ The runoff ultimately drains into the Beach Stone Lakes basin, ~~via the Shed C Channel.~~ Conveyance from the Project Site to the detention basin ~~would be~~ is

provided through a system of pipes ~~and an open channel.~~ The detention basin ~~would~~ functionfunctions as a permanent water quality basin for the project and adjacent lands tributary to the basin.

Figure 3-54
Sewer System





3.5.4 Parks and Recreation

Public parkland within the City is provided by the ~~Elk Grove Cosumnes~~ Community Services District's (~~EGCSDCCSD~~) park and recreation department. ~~Regional parks are provided and maintained by the County of Sacramento.~~ Consistent with the ~~EGCSD~~City standard of 5.0 acres per 1,000 population, the parkland dedication requirement for the Project is approximately 2.8 acres of parkland. The Project will satisfy this requirement through the payment of in-lieu fees. There are no formal parks planned within the Project site.

3.5.5 Schools

Students within the Project will be served by the Elk Grove Unified School District for elementary, middle and senior high schools. With 280 units, the multi-family residential project is estimated to generate approximately 194 students. In addition, employees that will work within the Project may elect to enroll their children in schools near the Project.

There are no school sites designated in the Lent Ranch Marketplace Project.

3.5.6 Telephone, Electrical, and Natural Gas

~~Telephone~~Telecommunications service ~~would~~will be provided by ~~Citizen's Utilities~~.Frontier Communications, or similar utility provider(s). Electricity ~~would~~will be provided to the Project Site by the Sacramento Municipal Utility District ("SMUD") and natural gas by Pacific Gas and Electric ("PG&E"). Project development ~~would~~will connect to extensions of the existing service lines, with the ultimate configuration to be approved by the service providers. The on-site service lines ~~would bear~~be sized to meet the demands of the Project, and all public utility easements for underground facilities would be dedicated by the Project. In addition, all

development on the Project Site would comply with Energy Building Regulations adopted by the California Energy Commission (Title 24 of the California Administrative Code) and adopted City energy conservation requirements.

3.6 Economic Considerations

This Project ~~would~~will generate revenue in the form of sales and property taxes that would be available to the City to fund public services to the Site and to the City at large. Revenues for capital improvements would also be generated by the Project directly through development fees.

3.7 Public Facilities Financing Plan

~~The Lent Ranch Project A Public Facilities Financing Plan (“Financing Plan”) developed was prepared for the Project sets forth a strategy to finance the major public facilities required to serve the proposed land uses within the Project Site. The Financing Plan establishes a policy framework to guide the overall financing strategy for the major public facilities required for proposed land uses in the Project area. The purpose 2001. Part of the Financing Plan is to provide a detailed analysis called for the creation of the costs required to provide necessary infrastructure to serve proposed development in the Project and to identify the probable funding sources for these facilities. The Financing Plan is intended to provide the Elk Grove special impact City Council with information needed in making its decisions on the Project entitlements.~~

~~Financing mechanisms for needed infrastructure improvements and supporting public service facilities could possibly include, but are not limited to, private financing, assessment districts, fee districts, and Mello-Reos Districts.~~

~~The Financing Plan identifies costs and/programs, or fees for major roadway, storm drainage, sanitary sewer, water supply, fire protection, park, library, school, and transit facilities required for the development~~the inclusion of the Project, in other development impact fee programs. Since that time, the infrastructure costs for the Project (e.g., roadway, sewer, water, fire, drainage) have been rolled into various City-wide and regional fee programs. The Project will pay its fair share of these impact fees and then seek its fair share reimbursement for facilities constructed to serve the Project.

3.8 Project Development

Project development will likely occur over the next fifteen to twenty years. Specific timing of development and sequence of development are highly dependent on market demand linked to residential construction.

~~The general approach to development of~~Required capital improvements have been completed in and around the Project ~~assumes that a majority of the regional mall (approximately 1.1 million square feet of gross leasable area) and an additional 500,000 square feet of commercial space will be included in the first increment of development.~~

~~Significant roadway improvements will be constructed during the first increment of development including all roadways necessary for access to the project and adjacent areas. It is also assumed that~~ since initial approval of this SPA. Specifically, the Grant Line Road/ Kammerer Road/ State Route 99 Interchange will be constructed coincidental with the first increment of the Proposed Project such that the Grant Line Road/ State Route 99 interchange will be ~~was constructed and is~~ available to serve the Project Site.

Approximately \$38.4 million, or 77 percent of the total project related infrastructure costs will be expended or funded with the increment that includes the majority of the mall. The infrastructure items necessary to support development of the first increment of the project are listed in the Local roadways into and through the Project Site, including but not limited to Promenade Parkway, Lent Ranch Marketplace Public Facilities Finance Plan Parkway, and a portion of Kammerer Road were also improved.

The remaining mall and commercial square footage will be constructed in the remaining portions of the Project. The multi-family residential project will be constructed in response to market demand.

The specific facilities to be constructed and associated infrastructure financing for development are outlined in the Lent Ranch Marketplace Public Facilities Plan.

3.9 — Project Timing

The preparation of construction documents and the construction of the first increment of the regional mall (approximately 1.1 million gross leasable square feet), including department stores, could begin following completion of necessary entitlements. The approval of the SPA is within Stage 1 of Entitlement Processing, as outlined in Section 5, Project Processing. Stage 2 of the entitlements would be necessary to construct the Regional Mall, as described in Section 5 of this SPA.

Once construction commences, the Regional Mall will require approximately twenty four (24) months to construct. It is estimated that reconstruction of the Grant Line Road/State Route 99 interchange will take approximately the same period of time.

It is anticipated that other uses within the SPA would be constructed during this time, including some of the commercial, office and entertainment uses. The remaining square footage will build out as market conditions demand.

Section 4

Permitted Uses

The following section outlines the permitted, conditionally permitted and prohibited land uses in each land use district.

4.1 Regional Mall

Permitted Land Uses

The following uses are permitted within the Regional Mall District. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code.

- ~~(1) Agriculture as a continuation of the existing land use, including all necessary structures and appurtenances.~~
- ~~(21)~~ Uses permitted in the Community Commercial District.
- ~~(32)~~ The following general uses typically found in a regional mall:
 - Arcade and entertainment uses (indoor and outdoor)
 - Fashion ~~retailers and/or~~ department ~~Stores~~ (stores (single and/or multi-level))
 - In-line shops, specialty shops
 - Entertainment uses (e.g. theaters)
 - Office
 - Outdoor dining
 - Public Service uses – post office, police substation
 - Remote tellers, kiosks, outdoor vendors
 - Restaurants (with alcohol sales)

Accessory Land Uses

The following uses are permitted as an accessory use to a primary permitted or conditionally permitted use:

- (1) Indoor storage of merchandise or products for retail sale on the premises.
- (2) Parking structures serving permitted uses.
- (3) Automotive uses ancillary to ~~department stores~~ other retail uses.

Conditionally Permitted Uses

The following uses may be permitted subject to approval of a Conditional Use Permit by the Planning Commission. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code

- (1) Conditionally permitted uses in the Community Commercial District, with the exception of those uses listed as permitted in the Regional Mall district, which are permitted.

Prohibited Uses

Uses not listed as permitted, conditionally permitted, or

permitted as an accessory use is prohibited in the Regional Mall District. In addition, the following uses are specifically prohibited in the Regional Mall land use district:

- (1) Adult uses, as defined in the Elk Grove Zoning Code.
- (2) Automotive sales (new or used)
- (3) Service stations with 500 feet of residential land use zones.
- (4) Uses that require storage yards.
- (5) Warehousing and storage uses.

Maximum Individual Use Building Size

The regional mall, including all directly associated uses within ~~the ring road~~ District A, may not exceed 1,300,000 square feet of gross leasable area (GLA). Within ~~the "ring road,"~~ District A no maximum or minimum size for any individual use is imposed by this SPA.

~~Individual uses within the Regional Mall district but outside the ring road may not exceed 20,000 square feet each. Buildings containing more than one use located outside the ring road, but within the Regional Mall district, may not exceed 30,000 square feet.~~

Use Restriction

The uses permitted and conditionally permitted within the Regional Mall district are planned as those that will support a regional mall facility ~~(with a minimum of three fashion department store anchors)~~ and associated uses.

If an alternative land plan, that does not include a regional mall facility, is proposed for the Regional Mall district, an amendment to the Lent Ranch Marketplace SPA is required.

4.2 Community Commercial

Permitted Land Uses

The following uses are permitted within the Community Commercial District. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code.

- (1) Agriculture as a continuation of the existing land use, including all necessary structures and appurtenances.
- (2) Retail sale of goods generally characterized by relatively **long-term utility or consumption**, including but not limited to the following types of goods and/or stores:
 - Antiques
 - Appliances
 - Art galleries, print and frame shops
 - Auto and motorcycle parts and accessories (new)
 - Bicycles and parts
 - Boats
 - Commercial nursery, retail
 - Computers and accessories, software
 - Department and general merchandise stores
 - Draperies, curtains, upholstery
 - Fur goods and apparel
 - Furniture and home furnishings
 - Home improvement centers
 - Jewelry, precious metals, coins and stamp dealers
 - Office supplies and equipment
 - Photographic equipment and supplies
 - Plumbing and heating equipment and supplies
 - Radio, TV, stereo
 - Secondhand merchandise and thrift shops
 - Swimming pools and spas
 - Vintage or collectible vehicles
 - Wall and floor coverings
- (3) Retail sale of goods generally characterized by **relatively short-term utility or consumption**, including, but not limited to, the sale of the following types of consumer goods and the following types of retail stores:
 - Apparel
 - Bakeries

- Books (general, not adult-oriented as defined by the Elk Grove Zoning Code)
- Confectioneries and ice cream
- Convenience markets
- Cosmetics and accessories
- Dishes, china, glassware, metalware
- Dry goods and notions
- Drug stores and pharmacies
- Florist
- Gift shop
- Groceries and food stores
- Interior decorating supplies
- Lawn and garden equipment and supplies
- Meat, fish, seafood, delicatessens, caterers
- Newspapers and magazines
- Pets and pet supply
- Pharmacy
- Records, tapes, videotapes, compact discs, video discs
- Shoes
- Stationery, art supplies, crafts and hobby supply
- Toys, sport and athletic goods

(4) Provision of services to individuals and business establishments, generally including, but not limited to, the following types of services:

- Automobile rental (limited to offices and storage of vehicles only; no on-site repair or maintenance of rental vehicles permitted)
- Car washes
- Childcare facilities
- Farmers Market
- Funeral parlors and mortuaries
- Furniture repair and re-upholstery
- Gymnasiums, fitness centers, health and athletic clubs
- Hotels
- Live theaters (except adult theaters as defined by the Elk Grove Zoning Code)
- Motels
- Theaters
- Pet grooming
- Remote tellers, kiosks, outdoor vendors
- Restaurants and eating establishments (including on-site sale of alcoholic beverages)
- Schools - vocational, trade, professional
- Taxidermy
- Veterinary and animal hospitals

-
- (5) Provision of services which are typically needed frequently or recurrently and which primarily care for the needs of individuals and households rather than businesses. Uses in this category are typified by, but not limited to, the following:
- Apparel repair, alterations and tailoring
 - Service Stations (maximum of four stations in Project)
 - Beauty salons, barber shops, suntan parlors
 - Bowling alley, skating rink (indoor)
 - Laundering and dry-cleaning outlets
 - Locksmith
 - Meeting halls (lodge, union)
 - Photographic studios and processors
 - Print shop, photocopy, office services
 - Public Uses – post office, library, police station
 - Self-service laundries
 - Videotape/Video disk rental and sales
- (6) Office uses including:
- Office buildings
 - Medical and dental offices
 - Professional offices (attorney, accountant, etc.)
 - Research and development
 - Clean technology uses
- (7) Repair and servicing of any article that permitted to be sold in this District.
- (8) Multi-Family Residential (District D only):
- 1-80 units subject to approval of a Development Plan Review by the Planning Director
 - 81-150 units subject to approval of a Development Plan Review by the Planning Commission
 - More than 150 units – see Conditionally Permitted Uses section of this SPA.
 - Density shall not exceed 20 units per net acre unless authorized through the issuance of a Conditional Use Permit by the Planning Commission.

Accessory Land Uses

The following uses are permitted as an accessory use to a primary permitted or conditionally permitted use:

- (1) Indoor storage of merchandise or products for retail sale on the premises.

-
- (2) Parking structures serving permitted uses.

Conditionally Permitted Uses

The following uses may be permitted subject to approval of a Conditional Use Permit by the Planning Commission. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code

- (1) Auto service and repair centers
- (2)
 - Arcades, pool halls, discotheques, nightclubs
 - Bars and cocktail lounges
 - Fast food, drive-thru restaurants
 - Recreation centers consisting of amusement machine arcades, billiard rooms and similar entertainment, miniature golf
 - Liquor stores less than 5,000 square feet in size
 - Liquor sales as an ancillary use in convenience stores and service stations
- (3)
 - Multi-Family Residential with 151 units or greater and/or in excess of 20 dwelling units per net acre.
- (4)
 - [Wireless telecommunication facilities consistent with Chapter 23.94 of the Zoning Code](#)

Prohibited Uses

Each use not listed as permitted, conditionally permitted, or permitted as an accessory use is prohibited in the Community Commercial District. The following uses are specifically prohibited in the Community Commercial land use district:

- (1) Adult uses, as defined in the Elk Grove Zoning Code.
- (2) Automotive sales (new or used)
- (3) Service stations with 500 feet of residential land use zones.
- (4) Uses that require storage yards.
- (5) Warehousing and storage uses.

Maximum Individual Use and Building Sizes

No single retail or other use in the Community Commercial district may exceed 200,000 square feet in size, although single buildings which contain several individual uses meeting this criterion may be constructed. Provided that no single office, commercial or entertainment use exceeds 200,000 square feet, no maximum building size is imposed by this SPA.

- **Supermarkets** and similar stores that anchor a commercial center in the Community Commercial District may be constructed at a size of up to 80,000 square feet.
- **Drug stores** may be constructed at a size of up to 50,000 square feet.

4.3 Office/Entertainment

Permitted Land Uses

The following uses are permitted within the Office/Entertainment District. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code.

- (1) Agriculture as a continuation of the existing land use, including all necessary structures and appurtenances.
- (2) Retail sale of goods and services generally characterized as related to leisure, entertainment and other lifestyle characteristics, including but not limited to the following types of goods, stores and services:
 - Apparel
 - Art galleries, print and frame shops
 - Bakeries
 - Bicycles and parts
 - Books (general, not adult-oriented as defined by the Elk Grove Zoning Code)
 - Computers and accessories, software
 - Confectioneries and ice cream
 - Dry goods and notions
 - Florist
 - Food caterers and delicatessens
 - Furniture and home furnishings
 - Gift shop
 - Jewelry, precious metals, coins
 - Newspapers and magazines
 - Radio, TV, stereo
 - Records, tapes, videotapes, compact discs, video discs
 - Toys, sport and athletic goods
 - Video, record, tape, music sales and rental
- (3) Offices and related uses including the following:
 - Individual medical, dental or professional (bookkeeper, attorney, etc.) offices
 - Office buildings
 - Public facilities such as a post office, library

(4) Service uses:

- Bowling alley, skating rinks (indoor)
- Child care facilities
- Recreation centers consisting of amusement machines, arcades, billiard rooms and similar entertainment, miniature golf
- Gymnasiums, health and athletic clubs
- Live theaters (except adult theaters as defined by the Elk Grove Zoning Code)
- Meeting halls (lodge and union)
- Theaters
- Restaurants and eating establishments (including on-site sale of alcoholic beverages)
- Vocational, professional and trade schools

Accessory Land Uses

The following uses are permitted as an accessory use to a primary permitted or conditionally permitted use:

- (1) Indoor storage of merchandise or products for retail sale on the premises.

Conditionally Permitted Uses

The following uses may be permitted subject to approval of a Conditional Use Permit by the Planning Commission. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code.

- Arcades, pool halls, discotheques, nightclubs
- Bars and cocktail lounges (not including liquor sales within restaurants)
- Fast-food, drive-thru restaurants
- Liquor sales as an ancillary use to convenience stores or service stations
- Liquor stores less than 5,000 square feet in size

Prohibited Uses

Each use not listed as permitted, conditionally permitted, or permitted as an accessory use is prohibited in the Office/Entertainment District. The following uses are specifically prohibited in the Office/Entertainment land use district:

- (1) Adult uses, as defined in the Elk Grove Zoning Code.
- (2) Automotive sales (new or used)
- (3) Service stations with in 500 feet of residential land use zones.
- (4) Uses that require storage yards.
- (5) Warehousing and storage uses.

Maximum Individual Use and Building Sizes

No single office, commercial or entertainment use in the Office/Entertainment district may exceed 200,000 square feet in size as a use. Single buildings that contain several individual uses may exceed 200,000 square feet in size, provided that no single use exceeds 200,000 square feet in size. No maximum building size is imposed by this SPA.

4.4 Visitor Commercial

Permitted Land Uses

The following uses are permitted within the Visitor Commercial District. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code.

- (1) Agriculture as a continuation of the existing land use, including all necessary structures and appurtenances.
- (2) Uses permitted in the Community Commercial District, with the exception of those prohibited in the Visitor Commercial Prohibited Uses.
- (3) Provision of services useful to the travelling public, generally including, but not limited to the following types of goods, stores, and services:
 - Automobile rental (limited to offices and storage of vehicles only; no on-site repair or maintenance of rental vehicles permitted)
 - Service Stations (maximum of four stations in Project)
 - Car washes
 - Hotels
 - Motels
 - Restaurants and eating establishments (including on-site sale of alcoholic beverages) including drive-thru restaurants

Accessory Land Uses

The following uses are permitted as an accessory use to a primary permitted or conditionally permitted use:

- (1) Indoor storage of merchandise or products for retail sale on the premises.
- (2) Parking structures serving permitted uses.

Conditionally Permitted Uses

The following uses may be permitted subject to approval of a Conditional Use Permit by the Planning Commission. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code.

- (1) Auto service and repair centers
- (2) Uses conditionally permitted in the Community Commercial District.

Prohibited Uses

Each use not listed as permitted, conditionally permitted, or permitted as an accessory use is prohibited in the Visitor Commercial District. The following uses are specifically prohibited in the Visitor Commercial land use district:

- (1) Adult uses, as defined in the Elk Grove Zoning Code.
- (2) Uses prohibited in the Community Commercial District.
- (3) Service stations with in 500 feet of residential land use zones.
- (4) Automotive sales (new or used)
- (5) Uses that require storage yards.
- (6) Warehousing and storage.

Maximum Individual Use and Building Sizes

No single retail or other use in the Visitor Commercial district may exceed 200,000 square feet in size, although single buildings which contain several individual uses meeting this criterion may be constructed. Provided that no single use exceeds 200,000 square feet, no maximum building size is imposed by this SPA. Hotels and motels may exceed 200,000 square feet.

Commercial uses (in square footage) may not exceed 75% of the total square footage of uses within the District. The remaining uses shall be allocated to uses distinct to the Visitor Commercial District, such as hotels, motels, restaurants, and other uses benefiting from the freeway visibility of State Route 99.

4.5 Multi-Family Residential

Permitted Land Uses

The following uses are permitted within the Multi-Family Residential District. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code.

- (1) Agriculture as a continuation of the existing land use, including all necessary structures and appurtenances.
- (2) Uses of a higher-density residential nature, including but not limited to the following:
 - Condominiums
 - Congregate Care Facility
 - Intermediate Care Facility
 - Rental Apartments
 - Residential Care Facility
 - Senior Care Facility
 - Townhouses

Conditionally Permitted Uses

The following uses may be permitted subject to approval of a Conditional Use Permit by the Planning Commission. Determinations regarding similar uses not specifically listed shall be made pursuant to the Elk Grove Zoning Code

- (1) Schools (public, private, professional)
- (2) Church

Prohibited Uses

Each use not listed as permitted, conditionally permitted, or permitted as an accessory use is prohibited in the Multi-Family Residential District. The following uses are specifically prohibited in the Multi-Family Residential land use district:

- (1) Adult uses, as defined in the Elk Grove Zoning Code.

4.6 Outdoor Uses

All uses shall be conducted within a completely enclosed building, except as follows:

- (1) Off-street parking and loading areas;
- (2) Service stations;
- (3) Plants and vegetation associated with nurseries;
- (4) Open storage of materials and products and equipment when such storage is enclosed by a fence, wall, building or other means adequate to conceal such storage from view from immediately adjoining property or the public street;
- (5) Merchandise display accessory to retail uses including seasonal and temporary displays for retailers such as home improvement and other large-format retailers;
- (6) Restaurant - Outdoor dining area;
- (7) Sale or storage of merchandise shall not be permitted in any parking lot.
- (8) Farmers Market

The regional mall shall be exempt from this requirement, provided that outdoor uses shall be confined to the area within the regional mall specifically designed for this purpose.

Section 5

Project Processing

5.1 Staged Processing

The Lent Ranch Marketplace project will be processed in three stages to allow for threshold entitlements to be obtained before providing detailed design information. The level of required project information detail increases as each stage of approvals/entitlements is granted.

The process consists of the following three stages: Stage 1: Threshold Entitlements; Stage 2: District Development Plans & Regional Mall Development Plan Review; and Stage 3: Development Plan Review. Each of the stages is described below and illustrated in the flow chart on Figure 5-1, Staged Entitlements.

5.1.1 Stage 1 Threshold Entitlements

Stage 1, Threshold Entitlements, ~~establishes~~established the appropriate zoning for the Lent Ranch Marketplace ~~project~~Project and ~~includes threshold entitlements including~~include the environmental document for the project, General Plan Amendment, Rezone, Tentative Map, and Development Agreement ~~and Regional Mall Conceptual Site Plan~~as follows:

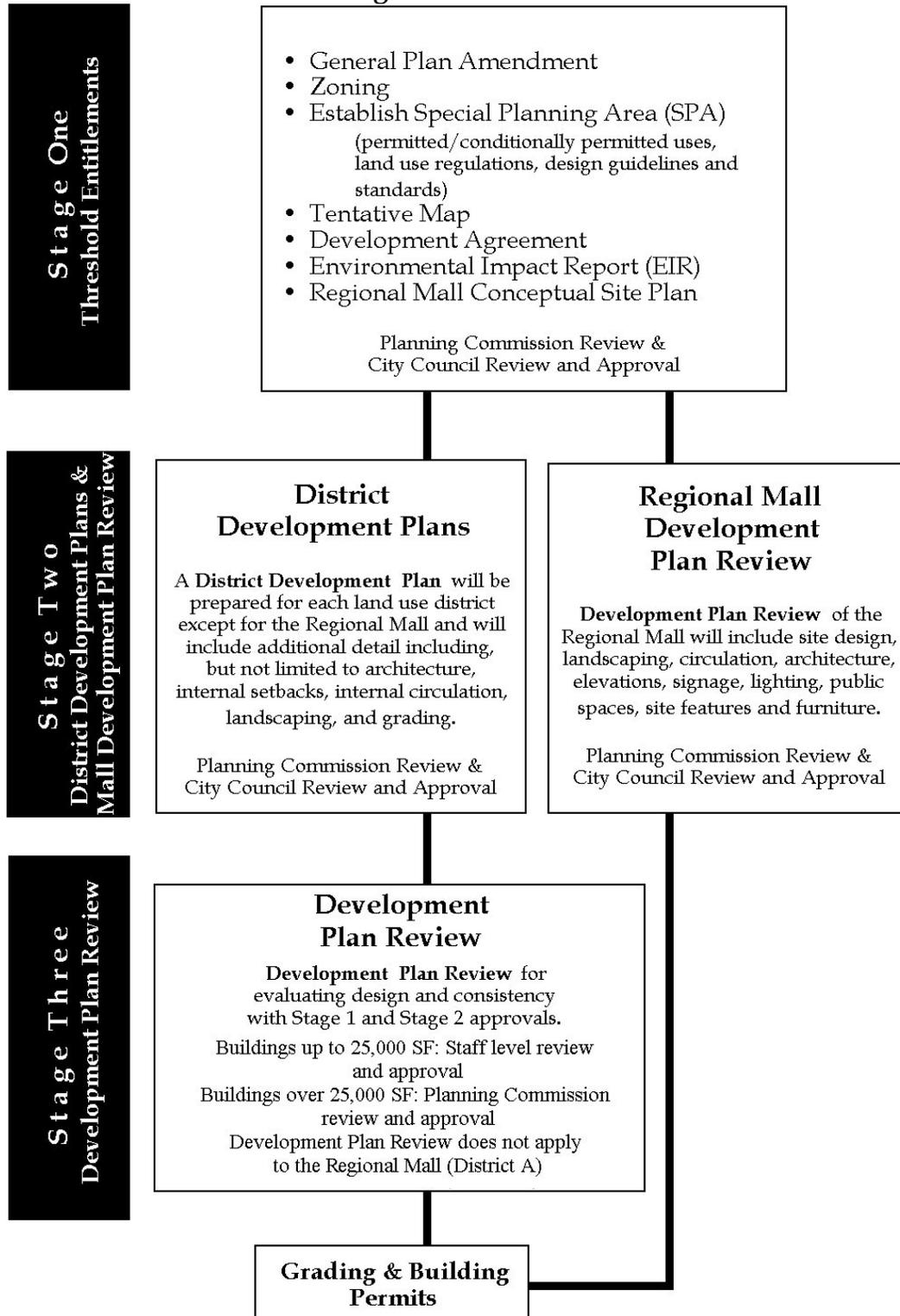
~~The following entitlements are requested in Stage 1:~~

1. Certification of the Lent Ranch Marketplace Environmental Impact Report (EIR);
2. General Plan Amendment to establish land use designations and circulation network for the Project site:
 - a. ~~To change the land use designations for about 295± gross acres from Urban Development Area (UDA) to Commercial~~

~~and Offices (279.5± acres) and Medium Density Residential (15.3± acres).~~

- ~~b. To modify the Transportation Diagram to reflect interior project roadways as appropriate.~~

**Figure 5-1
Staged Entitlements**



-
3. Zoning Ordinance Text Amendment to establish the Lent Ranch Marketplace Special Planning Area for approximately 295± acres. The ~~draft~~ SPA includes the following components:
 - a. Land use designations for the 295± acre project area, including a regional mall, ancillary commercial development, entertainment, office, hotel, and multi-family residential uses.
 - b. Design guidelines, development standards, performance standards and permitted/conditionally permitted uses for the proposed uses.
 4. Rezone to change the land use designation ~~for 295± gross acres from Agriculture (AG-80)~~ to the Lent Ranch Marketplace Special Planning Area (SPA).
 5. Tentative Subdivision Map, known as Lent Ranch Marketplace, ~~to divide~~which divided ~~the~~ 295± gross acres into 11 (eleven) parcels.
 6. Transportation System Management Plan (TSM) ~~pursuant to Section 330-147 of the Zoning Code for a regional mall and ancillary development.~~
 7. Development Agreement.
 - ~~8. Conceptual Site Plan for Regional Mall site (shown in Figure 3-2).~~

The Development Agreement, included in Stage 1, sets forth the needed infrastructure, by reference to the Public Facilities Financing Plan, and other specific performance obligations of the property owners and City as it relates to development of the Project area.

~~The SPA text amendment in Stage 1, contained herein, This SPA~~ addresses the mandatory contents of a SPA Ordinance contained in the City of Elk Grove Zoning Code: (Title 23 of the Municipal Code).

Stage 1 review ~~shall be~~was performed at the Planning Commission (recommendation) and City Council (final action).

All Stage 2 and 3 submittals and approvals shall substantially conform to the requirements defined by the Stage 1 approvals. ~~In approving the Stage 1 entitlements, the City Council may place conditions on the project to assure that the design and installation of the project shall be consistent with the intent of Stage 1 entitlements. In Stage 1, the Council may add conditions or standards applicable to District Development Plans and Development Plan Review (Stages 2 and/or 3) to assure that the project is reviewed and developed in an orderly manner.~~

5.1.2 Stage 2 District Development Plans **and** ~~Mall Development Plan Review~~

Except for District Development Plans (DDP) A (Regional Mall) as discussed in section 5.1.4 below, and prior~~Prior~~ to, or concurrent with, the first development proposal within each land use district, a District Development Plan (DDP) will be prepared for the individual land use district. ~~A separate DDP is required for each land use district, with the exception of the Regional Mall land use district. Each of the land use districts is shown on Figure 3-1. In the case of the Regional Mall land use district, Development Plan Review shall serve as the DDP. DDPs may be prepared at any time provided that Stage 1, Threshold Entitlements, have been approved by the City Council. Each of the land use districts is shown on Figure 3-1.~~

A DDP will contain additional design information include design guidelines and development standards particular to the land use district including elements such as signage, landscaping, internal setbacks, lighting, and building materials. The required elements of the District Development Plans are listed on Table 5-1.

The DDPs shall be submitted to the Planning Department ~~and reviewed by.~~ The designated approving authority for DDPs is the City Council. The Planning Director and Planning Commission provide recommendations and City Council. the City Council approves, conditionally approves, or denies the DDP in accordance with the requirements of this SPA. Approval of the DDPs does not constitute an amendment to the SPA.

In approving the DDPs, conditions may be placed on the projects to assure ~~that the project's design is consistent with the District Development Plan.~~ consistency with this SPA and other relevant policies and regulations. In addition, the Council may add conditions or standards applicable to Stage 3 - Development Plan Review to assure that the project is reviewed in an orderly manner.

~~The first DDP shall provide signage regulations for that District as well as a conceptual plan for overall project signage (i.e. entry signs, project identification signs, etc.).~~

Regional Mall Development Plan Review

~~The application for the Mall Development Plan Review shall contain the elements of Development Plan Review outlined in Section 5.2 of the SPA as well as in the City of Elk Grove Zoning Code.~~

~~Development Plan Review for the Regional Mall is contained within Stage 2 because elements of the~~

~~Regional Mall design will set the tone for design elements within the Project.~~

~~The Regional Mall Development Plan Review will be reviewed for the elements contained in Section 5.2. The Planning Commission will review the Development Plan for the Regional Mall and make a recommendation to the City Council. The City Council will review the Development Plan for the Regional Mall.~~

**Table 5-1
District Development Plan
Submittal Requirements**

- | | |
|--|--|
| <ul style="list-style-type: none">▪ Conceptual site plan identifying conceptual circulation pattern, access points and on-site pedestrian circulation and connections to adjacent land uses.▪ Landscape concept for District, including modifications to plant lists contained in the<u>this</u> SPA.▪ Conceptual signage program indicating types (monument, fascia, etc.) styles, locations, sizes (height, width), lettering and materials for District monument identification signs.▪ Existing and proposed general topographical grades in sufficient detail to provide a conceptual grading plan.▪ Typical design of thematic features such as outdoor furniture and water features. | <ul style="list-style-type: none">▪ Conceptual lighting plan depicting the types, sizes and intensity of proposed external fixtures.▪ Design of any project perimeter screens, fences and walls.▪ Architectural concept for District, including identification of signage design, architectural features, styles, and prohibited building materials and colors, if any.▪ Conceptual parking plan and variations to parking design guidelines, if any.▪ Conceptual plan for open space/public spaces (plazas, seating areas, walkway treatments, promenades) in the District.▪ Exhibits and plans, as necessary, to demonstrate compliance with SPA. |
|--|--|

5.1.3 Stage 3 Development Plan Review

All development project applications within the Project, with the exception of the Regional Mall, will be subject to Development Plan Review in Stage 3. For subsequent development proposals within the Project, an application for Development Plan Review will be submitted to the City. Applications for Development Plan Review shall contain the elements outlined in Section 5.2 of ~~the~~this SPA.

Development Plan Review may occur for individual projects or for all development within an individual land use district (i.e., Community Commercial, etc.) ~~within the SPA.~~ If Development Plan Review is proposed for an entire district, then the Planning Director shall review subsequent projects up to 25,000 square feet within the district for compliance with the overall Development Plan Review approval. The Planning Commission shall review subsequent projects that are 25,001 square feet and greater within the district for compliance with the overall Development Plan Review approval.

Development Plan Review applications will be reviewed for consistency with Stages 1 and 2.

**Table 5-2
Development Plan Review
Submittal Requirements**

- | | |
|---|--|
| <p>1. Detailed site plans to illustrate proposed site improvements, circulation and relationships to adjoining land uses.</p> | <p>87. Location of, and an arborist report for, all on-site trees and tree mitigation plans as required by the Project EIR.</p> |
| <p>2. Architectural renderings of structures and improvements, including elevations, materials, colors and other drawings.</p> | <p>98. Location, estimated floor area and intended use of all proposed buildings, structures and other improvements, including maximum heights.</p> |
| <p>3. Landscaping plan indicating the quantity, size, and type of materials, parking lot shading and compliance with water- efficient landscape requirements.</p> | <p>109. An on-site pedestrian, vehicular circulation and parking plan including a table of parking spaces to be provided for projected uses/tenants, loading areas, transit facilities, and any off-site traffic control devices or improvements necessary for public safety, and points of ingress and egress.</p> |
| <p>4. Conceptual Lighting plan depicting the location, type and intensity of all proposed external fixtures and including treatment to reduce or eliminate off-site glare.</p> | <p>110. Signage program.</p> |
| <p>5. Typical design of outdoor furniture and water features, if proposed.</p> | <p>1211. To the degree possible, tentative construction, phasing and completion schedule for development within Development Plan Review application;</p> |
| <p>6. Design of any project perimeter screens, fences and walls.</p> | <p>1312. Additional information, within reason, to provide the detail necessary for Development Plan Review to be completed.</p> |
| <p>7.—Existing and proposed general topographical grades in sufficient detail to provide an overall grading plan.</p> | |

5.1.4 Regional Mall District (District A) Development Plan & Review

Because the Regional Mall (District A) is the largest of the eight districts and is most likely to develop in phases over time, a separate Stage 2 entitlement process is established for this area.

Prior to development in District A, a Regional Mall District Development Plan & Review ("RM-DPR") shall be prepared and approved by the City. The RM-DPR shall contain the elements outlined below and in Table 5-2A, as well as in the City of Elk Grove Zoning Code. The RM-DPR shall be approved by the City Council after a recommendation by the Planning Director and Planning Commission.

The RM-DPR shall include a site plan identifying the proposed locations of buildings, parking, circulation, plazas, and other physical improvements. It shall also include architectural and landscaping detailing for the core development area.

As necessary and appropriate, the RM-DPR shall allow for the phasing of improvements and development. As such, development outside of the core area (e.g., pad buildings) may be illustrated at a schematic level and without architectural information. Future development of these sites shall be subject to review and approval by the Planning Director through the development plan review process.

Areas for future development that are not detailed on the site plan shall require subsequent RM-DPR action.

Table 5-2A
Regional Mall District Development Plan & Review
Submittal Requirements

1. Site plan(s) illustrating proposed site improvements, circulation and schematic parking plan, and relationships to adjoining land uses.
2. Architectural concept for District A, including identification of signage, architectural features, styles, and prohibited building materials and colors, if any. This shall be supported by renderings of structures and improvements, including elevations, materials, colors, and other drawings.
3. Schematic landscaping plan indicating the types of materials, parking lot shading, and other information necessary.
4. Schematic lighting plan depicting the location, type and intensity of proposed external fixtures.
5. Schematic design of outdoor furniture and water features, if proposed.
6. Schematic design of any project perimeter screens, fences and walls.
7. Location of, and an arborist report for, all on-site trees and tree mitigation plans as required by the Project EIR.
8. Location, estimated floor area, and intended use of proposed buildings, structures, and other improvements, including maximum heights.
9. An on-site pedestrian, vehicular circulation and parking plan including a summary of parking spaces provided, loading areas, transit facilities, and any off-site traffic control devices or improvements necessary for public safety, and points of ingress and egress.
10. Signage program identifying the type of signs, area restrictions, method of illumination, and other relevant details.
11. To the degree possible, as determined by the City, tentative construction, phasing and completion schedule for development within Development Plan Review application.
12. Additional information, within reason, to provide the detail necessary for Development Plan Review to be completed.

5.2 Application for Development Plan Review

Applications for Development Plan Review ~~will~~shall be submitted to the City. The application for Development Plan Review shall contain the elements of Development Plan Review outlined in Table 5-1 as well as those listed in the Elk Grove Zoning Code.

5.2.1 Development Plan Review Review Authority

Development Plan Review shall be conducted in accordance with ~~the~~this SPA and the provisions of the Elk Grove Zoning Code, with the exception of review authorities, which are listed on Table 5-3. Where an element of the Zoning Code conflicts with a provision of ~~the~~this SPA, ~~the~~this SPA shall control.

~~The Regional Mall structure(s) (within the ring road), as described in Stage 2, shall be subject to Development Plan Review by the Review authorities are listed in Table 5-3. Outside of District A, development proposals~~Planning Commission and City Council. Uses along the ring road within the Regional Mall District and development proposals throughout the remainder of the Lent Ranch Marketplace Project up to 25,000 square feet ~~will~~shall be reviewed by the Planning Director for consistency with Stage 1 and 2 approvals. Uses that are greater than 25,001,000 square feet ~~and greater will~~shall be reviewed by the Planning Commission for consistency with Stage 1 and 2 approvals. ~~Review authorities are listed in Table~~In District A, subsequent development shall be approved by the Planning Director, except where a RM-DPR amendment is required pursuant to section 5-3.1.4 above. The Planning Director may elevate an application for which the Planning Director is the designated approving authority to the Planning Commission for review and consideration if the Planning Director determines that because of location, size, design, or other similar concern regarding the development

proposal warrants a hearing before the Planning Commission.

**Table 5-3
Development Plan Review
Review and Appeal Authorities**

<u>Project Type</u>	<u>Development Plan Review Size</u> Project Type	<u>Development Plan Review Approval Authority</u>	Appeal Authority
<u>District A</u>	Regional Mall (primary mall structure) <u>Any</u>	Planning Commission with recommendation to City Council <u>Director</u>	<u>Planning Commission</u> N/A
<u>All Other Districts</u>	Districts other than Regional Mall <u>≤25,000 square feet</u>	0-25,000 square feet: Planning Director 25,001 sq. ft. and greater: Planning Commission	Planning Commission City Council
	<u>>25,001 square feet</u>	<u>Planning Commission</u>	<u>City Council</u>

5.2.2 Findings

The purpose of Development Plan Review of specific projects is to determine consistency of the projects with ~~the~~this SPA. The Planning Commission, Planning Director, and/or City Council, in acting to approve a Development Plan application, may impose conditions as are reasonably necessary to ensure the project meets the provisions and intent of ~~the~~this SPA and Zoning Code. In order to approve a Development Plan Review application, the following findings ~~should~~shall be made:

1. The ~~site plans are proposed project is~~ consistent with the ~~Lent Ranch Marketplace SPA;~~
- ~~2. That objectives of the nature, condition, and development of adjacent uses, buildings, and structures have been considered, and the use will not adversely affect or be materially detrimental to these adjacent uses, buildings or structures;~~
- ~~3. That the site for the proposed use is of adequate size and shape to accommodate the use and buildings proposed;~~
- ~~4. That the proposed use General Plan, complies with all applicable Development Standards; and~~
- ~~5. That the proposed project conforms to the general design zoning regulations, including the Lent Ranch SPA, and improvement standards contained in adopted by the SPA City;~~
2. The proposed architecture, site design, and landscape are suitable for the

purposes of the building and the site and will enhance the character of the neighborhood and community;

3. The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of buildings on adjoining and nearby properties;
4. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

5.2.3 Appeals

The appropriate authority for appeals of Development Plan Review decisions is listed on Table 5-3. The appeal process shall be as provided in the City Zoning Code, with the exception of appeal authorities, which shall be as listed on Table 5-3.

5.2.4 Revisions to Development Plans

In instances where a revision is made to plans subsequent to Development Plan Review regarding the size, location or alteration of any use or structures, landscaping, design or other component of an approved Development Plan, the Planning Director shall review the scope of the proposed revision to the Development Plan Review to determine the appropriate review authority, based on the original Development Plan Review.

Notwithstanding the foregoing, the Planning Director shall have the discretion to review Development Plan Review revisions. If the Planning Director determines that the proposed revision is in substantial conformance with the provisions of ~~the~~the SPA, District Development Plan and the general intent of the approved Development Plan, the revised Development Plan may be approved by the Planning Director. The decision of the Planning Director may be appealed to the Planning Commission within ten (10) days of such decision.

The Planning Director shall have the discretion to refer consideration of the revised Development Plan to the Planning Commission for review. If the Planning Commission determines that the proposed revision is in substantial conformance with the provisions of the SPA and the general intent of the approved Development Plan, the revised Development Plan may be approved by the Planning Commission. The decision of the Planning Commission shall be final unless appealed to the City Council within ten (10) days from the date of such decision.

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Section 6

Commercial and Office Land Use Standards

Commercial and office land uses within the Lent Ranch Marketplace Special Planning Area shall be governed by the standards contained in this SPA. Where no standard is provided in ~~the~~this SPA, the Commercial (e.g., SC Zone) and Business UseProfessional (e.g., BP Zone) Development Standards contained in the Elk Grove Zoning Code shall apply.

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Section 7

Multi-Family Residential Land Use Standards

Multi-Family Residential land uses within the Lent Ranch Marketplace Special Planning Area shall be governed by the standards contained in this SPA. Where no standard is provided in the SPA, the Multi-Family Residential Land Use Standards (e.g., RD-20 Zone) contained in the Elk Grove Zoning Code shall apply.

Within District H, the District Development Plan shall include an Affordable Housing component specifying the amount and type of affordable housing to be provided.

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Section 8

Setbacks

To the extent that there are private streets within individual land uses, setbacks from private streets shall be identified in the District Development Plans. Private streets shall not include public streets and parking drive aisles.

Adjacent to Residentially Zoned Property

: Within the Visitor Commercial and Community Commercial land use districts, the following apply:

Non-residential buildings shall be constructed a minimum of seventy-five (75') feet from any adjoining single-family residentially zoned property.

Non-residential buildings shall be at least seventy-five (75') from the ultimate right-of-way line along any street abutting a single-family residential land use.

A landscaped area not less than ten feet (10') in width shall be provided between any non-residential structure and residentially zoned property. Within this landscaped area a continuous visual screen shall be maintained adjacent to all property lines which abut residential lots. Screening may be provided by means of fences, decorative masonry walls, berms, changes in elevation, and/or plant materials. Where such screening has been provided on the residential side of the property line, this requirement may be reduced or waived as part of the development plan review process.

Lot Frontage, Width, Dept

Individual lot frontage on a public street is not required; however, lots should have sufficient width and depth to maintain the landscaped and parking areas as required in this article and adequate building area to serve the intended uses.

Front and Side Street Setbacks

There shall be a front and side street setback of at least fifty feet (50') between any structure within the SPA and the public street right-of-way. Such setback depth may be reduced to a minimum of twenty-five (25) feet provided that for each square foot of additional ground floor buildable area created by the application of this provision, an equivalent square foot of planter or landscaped area is provided in the corresponding front or side street setback. Distances among buildings within the Regional Mall district are not subject to these setback requirements.

Rear Setback and Interior Side Setback

There shall be a rear and interior setback of at least twenty-five (25) feet between any structure within the Lent Ranch Marketplace SPA and the property line of any adjacent residential, agricultural, or agricultural-residential zone, otherwise a rear setback is not required.

Setback for Mechanical Equipment

Mechanical equipment may not be located in landscape setback areas. All vents, flues, doorways, or other openings should be oriented away from the adjacent property boundary. Landscaping shall be provided, so that after fifteen-years of growth, landscape will screen the portion of the mechanical equipment that extends above ground level.

Setback for Loading Facilities

Loading docks associated with commercial uses adjacent to residential-zoned property shall have a setback of at least sixty (60') feet between the loading facility and property boundary. This standard does not apply to property boundaries within the Regional Mall district.

Trash and Recycle Container Enclosures

There shall be an adequate area provided for trash and recycle containers and screening. Trash and recycle containers and enclosures shall be located within a screened area such as by landscaping or an enclosed masonry area with a surrounding wall at least six (6) feet high and no higher than eight (8) feet, with appropriate solid gate. The gate shall be constructed with metal posts to withstand heavy use. The screening or enclosure should be consistent in design with the building materials of the primary structure. Enclosures

for trash and recycle containers shall be located at least twenty-five (25) feet from any public street and twenty-five (25) feet from any residentially-zoned property line. Adequate access for refuse pick-up shall be provided.

Recycling areas should be located for functional use by occupants and by the disposal and hauling companies providing collection services. Flexibility is permitted in the above requirements to facilitate the siting and provision of adequate space allocation for recycling collection and storage areas.

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Section 9

Height Restrictions

Structures and buildings may be erected to a height as follows:

Regional Mall

The allowable building height for the mall structure(s), including ~~department stores and~~ architectural features, shall be no more than one hundred feet (100') from finished grades. Building height may be up to (90'), with the ability to increase at a ratio of one foot (1') of height for each additional one foot (1') of setback from any public street right of way up to a maximum height of 100 feet (100').

Community Commercial

Non-office structures or buildings shall not exceed forty feet (40') in height within one hundred feet (100') of an adjacent parcel zoned for residential or agricultural use. Beyond the one-hundred foot (100') distance, the allowable height may increase at a ratio of one foot (1') of height for each additional one foot (1') of setback from the public street right of way up to a maximum height of sixty feet (60').

Office buildings shall not exceed forty feet (40') in height. The allowable height may be increased at a ratio of one foot (1') of height for each additional one foot (1') of height for additional one foot (1') of setback from the public street right of way up to a maximum of seventy feet ~~-(70')~~.

Office/ Entertainment

Office and hotel buildings shall not exceed forty feet (40') in height. The allowable height may be increased at a ratio of one foot (1') of height for each additional one foot (1') of height for additional one foot (1') of setback from the public street right of way up to a maximum of seventy feet ~~-(70')~~.

Non-office structures or buildings shall not exceed forty feet (40') in height within one hundred feet (100') of an adjacent parcel zoned for residential or agricultural use. Beyond the one-hundred foot (100') distance, the allowable height may increase at a ratio of one foot (1') of height for each additional one foot (1') of

setback from the public street right of way up to a maximum height of sixty feet (60').

Visitor Commercial Office and hotel buildings shall not exceed forty feet (40') in height. The allowable height may be increased at a ratio of one foot (1') of height for each additional one foot (1') of height for additional one foot (1') of setback from the public street right of way up to a maximum of seventy feet (70').

Non-office structures or buildings shall not exceed forty feet (40') in height within one hundred feet (100') of an adjacent parcel zoned for residential or agricultural use. Beyond the one-hundred foot (100') distance, the allowable height may increase at a ratio of one foot (1') of height for each additional one foot (1') of setback from the public street right of way up to a maximum height of sixty feet (60').

**Multi-Family
Residential**

No building or structure shall have a height greater than two (2) stories, nor greater than forty (40) feet, except as provided in the Elk Grove Zoning Code.

Section 10

Streetscape Design

The streetscape design for each of the roadways within the Project varies. The following pages list the streetscape characteristics, including dimensions for the roadway section, landscape corridor, and bicycle paths, for each of the Project roadways. Landscape treatments are also described for each roadway.

Streetscape Design

Kammerer Road

Location:	Generally along the southern edge of the Plan.
Road Section:	96 feet curb to curb
Landscape Corridor:	36 foot, measured from back of curb; includes six-foot sidewalk for pedestrian and bicycle use on north side of Kammerer Road and ten feet measured from back of curb on south side of Kammerer Road.
Pedestrian/Bicycle Path:	Six-foot pedestrian/bicycle path located a minimum of eight feet from back of curb.
Soundwalls/Fences:	None
Concept:	Kammerer Road is a regional thoroughfare connecting State Route 99 and I-5 with the 6,000 acres of new growth areas south of Elk Grove Boulevard. Landscaping along Kammerer Road should enhance the location of Kammerer Road adjacent to agricultural land uses south of the road. Plantings of vegetation along the south side of Kammerer Road should be dense enough to discourage trespass on the adjacent agricultural land and to provide a visual barrier.
Trees:	Alnus rhombifolia (White Alder) Cedrus deodara (Deodar Cedar) Gleditsia triacantho (Honey Locust) Populus nigra 'Italica' Lombardy Poplar) Quercus species (Oak)
Shrubs:	Abelia grandiflora (Glossy Abelia) Escallonia species (Escallonia) Ilex species (Holly) Pittosporum species (Tobira) Raphiol indica (India Hawthorn)

Groundcovers:

Marathon II or equivalent (Turf)

Hemerocallis species (Daylily)

Trachelospermum jasmine (Star jasmine)

Streetscape Design

~~West Stockton Boulevard~~

Promenade Parkway

Location:	Through center of Plan Area, in north-south direction.
Road Section:	72 feet from north edge of project to the main mall entrance and 96 feet south of the mall entrance to Kammerer Road.
Landscape Corridor:	25 feet, measured from back of curb, includes six-foot sidewalk for pedestrian and bicycle use.
Pedestrian/Bicycle Path:	Six-foot pedestrian/bicycle path located a minimum of eight feet from back of curb.
Soundwalls/Fences:	Only adjacent to multi-family residential in north end of Plan Area.
Concept:	West Stockton Boulevard <u>Promenade Parkway</u> is the primary roadway through the Lent Ranch Marketplace project and it connects the Plan Area with uses north and south. As a primary roadway, landscaping will be characterized by large street trees and large single species shrub groupings.
Trees:	Acer rubrum (Scarlet Maple) Calocedrus decurens (Incense Cedar) Platanus species (Sycamore) Populus nigra 'Italica' (Lombardy Poplar) Quercus species (Oak) Ulmus parvifolia (Chinese Elm)
Shrubs:	Berberis thunbergii (Japanese Barberry) Ligustrum japonicum 'Texanum' (Privet) Photinia species (Photinia) Pittosporum species (Tobira)

Raphiolepis indica (India Hawthorn)
Spirea bumalda (No Common Name)

Groundcovers:

Marathon II or equivalent (Turf)
Gazania species (African Daisy)
Hemerocallis species (Daylily)

Streetscape Design

Lent Ranch Parkway

Location:	In southern portion of Plan Area, connects Kammerer Road to West Stockton Boulevard <u>Promenade Parkway</u> in the Community Commercial land use district.
Road Section:	72feet, curb to curb
Landscaping	Varies from six feet to twenty-five feet when fully landscaped adjacent to commercial land uses.
Pedestrian Path:	Pedestrian path adjacent to roadway
Soundwalls/Fences:	None
Trees:	Celtis sinensis (Chinese Hackberry) Koelreuteria paniculata (Goldenrain) Podocarpus gracilior (Fern Pine) Pyrus calleryana (Ornamental Pear) Sophora japonica (Pagoda Tree)
Shrubs:	Agapanthus orientalis (Lily of the Nile) Diosma pulchrum (Pink Breath of Heaven) Pittosporum species (Tobira) Pyracantha species (Firethorn) Raphiolepis indica (India Hawthorn) Spirea bumalda (No Common Name)
Groundcovers:	Marathon II or equivalent (Turf) Gazania species (African Daisy) Hemerocallis species (Daylily) Hypericum calycinum (Creeping St. Johnswort) Trachelospermum asiaticum (Asian Jasmine)

Streetscape Design

Major Collectors

Location:	On west side of Plan Area, connecting to uses west of the Plan Area.
Road Section:	72 feet, curb to curb
Landscape Corridor:	10 feet, measured from back of curb
Pedestrian Path:	Six-foot pedestrian path/sidewalk adjacent to roadway
Concept:	Neighborhood streets are the roadways that connect the project to adjacent uses to the west and that separate some of the land use districts. The landscaping of these streets is intended to be of a smaller-scale to transition to the residential uses.
Trees:	Celtis sinensis (Chinese Hackberry) Koelreuteria paniculata (Goldenrain) Podocarpus gracilior (Fern Pine) Pyrus calleryana (Ornamental Pear) Sophora japonica (Pagoda Tree)
Shrubs:	Agapanthus orientalis (Lily of the Nile) Diosma pulchrum (Pink Breath of Heaven) Ligustrum japonicum 'Texanum' (Privet) Pittosporum species (Tobira) Pyracantha species (Firethorn) Raphiolepis indica (India Hawthorn) Spirea bumalda (No Common Name)
Groundcovers:	Marathon II or equivalent (Turf) Gazania species (African Daisy) Hemerocallis species (Daylily) Hypericum calycinum (Creeping St. Johnswort) Trachelospermum asiaticum (Asian Jasmine)

Streetscape Design

Interface with State Route 99

Location:	On the eastern edge of the Plan Area.
Landscape Corridor:	Minimum 10 feet of landscaping adjacent to freeway, within project.
Soundwalls/Fences:	None
Trees:	Celtis sinensis (Chinese Hackberry) Koelreuteria paniculata (Goldenrain) Podocarpus gracilior (Fern Pine) Pyrus calleryana (Ornamental Pear) Sophora japonica (Pagoda Tree)
Shrubs:	Agapanthus orientalis (Lily of the Nile) Diosma pulchrum (Pink Breath of Heaven) Pittosporum species (Tobira) Pyracantha species (Firethorn) Raphiolepis indica (India Hawthorn) Spirea bumalda (No Common Name)
Groundcovers:	Marathon II or equivalent (Turf) Gazania species (African Daisy) Hemerocallis species (Daylily) Hypericum calycinum (Creeping St. Johnswort) Trachelospermum asiaticum (Asian Jasmine)

Section 11

Landscaping

This section establishes the general landscape concepts for Lent Ranch Marketplace SPA. The intent of these Guidelines is to provide flexibility and diversity in plant selection, yet maintain a focused palette of plant materials to create unity within the Lent Ranch Marketplace development.

Suggested plant lists are provided in this section for each land use within ~~the~~this SPA. Species with low biogenic emissions are preferred. Species including Liquidamber styraciflua, Magnolia groundflora and Sequoia sempervirens are not permitted ~~within the SPA~~ due to their higher biogenic emissions.

11.1 Landscape Objectives

- Reinforce the vehicular, bicycle, and pedestrian links from the regional mall to the adjoining land use districts and from neighboring residential developments.
- Provide a distinct and scenic appearance for travelers on State Route 99 and surface streets in and around the Lent Ranch Marketplace.
- Provide a plant material hierarchy. Locate large bold plant materials adjacent to main streets, intersections, entries and large commercial buildings. Locate medium to small plant materials adjacent to neighborhood streets, parking lots and residential areas.
- Minimize adverse visual and environmental impacts of large paved areas through the use of perimeter plantings and the dispersal of landscaped islands within parking lot areas.
- Separate loading areas, trash collection areas and utility equipment.

-
- Screen parking lots from streets while allowing views into the land use districts and buildings.
 - Buffer edges between commercial land uses and residential areas.
 - Provide for human scale, shade, visual organization and color within parking lots and pedestrian plazas.

11.2 Street Trees

Street trees, subordinate trees and median trees should be installed as specified for each streetscape. Should a particular tree species be found to be incompatible due to soil type, disease or other natural constraint, a similar species in form and characteristics may be substituted upon approval of the Planning Director.

Street trees are to be located adjacent to the street between curb and the walk and are to be set back a minimum of five feet (5') from back of curb.

Subordinate trees for each street include a selection for canopy, accent and screening use. A mix of seventy percent (70%) evergreen and thirty-percent (30%) deciduous subordinate trees shall be provided.

Median trees are to be planted thirty feet (30') on center near the centerline of median.

Accent trees should be utilized to define entrances and median ends, add variety in form and color, and highlight focal points. Screen trees are used adjacent to residential walls and other areas where screening is desired.

Accent trees should be utilized to define entrances and median ends, add variety in form and color, and highlight focal points. Screen trees are used adjacent to residential walls and other areas where screening is desired.

Plant material container sizes for all street trees, median trees and subordinate trees shall be mixed in a variety of 24-inch box, 15-gallon and smaller varieties, such that there is no more than fifty percent of any one size.

Along Kammerer Road from State Route 99, to enhance building frontages and at other key project locations to mark significant features of the Project, 24-inch box trees shall be the predominant tree size.

11.3 Shrubs

Low and medium shrubs should be used to accent and delineate vehicular and pedestrian ways, and to provide a landscape screen of cars in parking lots. Tall shrubs should be used to provide scale and to provide screening of soundwalls and fences.

Shrub plantings should consider pedestrian and vehicular sight lines and security issues.

All shrubs should be planted from minimum one-gallon containers.

Groundcovers should be utilized to fill in the groundplane, control erosion and provide colorful accent as entry delineators. Low water use varieties should be used.

Turf is the preferred groundcover between the back of curb and walkways, and in areas of high activity. Alternative groundcover and shrubs should be used behind back of walkways and in medians. Landscaping other than turf is recommended in medians.

A concrete mow strip should separate turf and groundcover planting strips.

Inorganic groundcovers such as boulders, river rock and other materials may be used. Mulch should be fire resistant and subject to approval by the Fire Department.

Landscaping

11.4 Regional Mall

- Concept:** Structures in the Regional Mall land use will be large to accommodate ancho ra variety of retail stores. As such, large size trees may be situated adjacent to exterior building walls to soften the scale and appearance of the buildings. Landscaping should transition among buildings and pedestrian walkways through the layering of shrubs, floral border plantings and bedding. Colorful small/human scale plantings, seating and landscape features (at plazas) should be used to enhance areas used by pedestrians.
- Trees:** Acer rubrum (Scarlet Maple)
Celtis sinensis (Chinese Hackberry)
Podocarpus gracilior (Fern Pine)
Platanus racemosa (California Sycamore)
Zelkova serrata (Zelkova)
Sophora Japonica (Pagoda Tree)
Pistacia chinensis (Chinese Pistache)
Cinnamomum camphora (Camphor)
- Shrubs:** Abelia grandiflora (Glossy Abelia)
Agapanthus orientalis (Lily of the Nile)
Escallonia rubrum (Escallonia)
Lagerstroemia indica (Crape Myrtle)
Ligustrum japonicum 'Texanum' (Privet)
Phormium tenax (New Zealand Flax)
Photinia fraseri (Red-leaf Photinia)
Pittosporum species (Tobira)
Raphiolepis indica (India Hawthorn)
- Groundcovers:** Marathon II or equivalent (Turf)
Gazania species (African Daisy)
Hemerocallis species (Daylily)
Hypericum calycinum (Creeping St. Johnswort)
Trachelospermum asiaticum (Asian Jasmine)

Landscaping

11.5 Community Commercial, Office/Entertainment Visitor Commercial

- Concept:** Trees and plants should be chosen to provide visual relief and scale in relation to building mass, which will vary. Colorful plantings should be used to accent building entries, pedestrian areas and parking areas. Special consideration should be given to heavy low-level landscape separation of State Route 99 in the Visitor Commercial land use, as well as colorful tree massing that is visible from Highway 99.
- Trees:** Acer rubrum (Scarlet Maple)
Celtis sinensis (Chinese Hackberry)
Platanus racemosa (California Sycamore)
Podocarpus gracilior (Fern Pine)
Zelkova serrata (Zelkova)
Sophora Japonica (Pagoda Tree)
Pistacia chinensis (Chinese Pistache)
Cinnamomum camphora (Camphor)
- Shrubs:** Abelia grandiflora (Glossy Abelia)
Agapanthus orientalis (Lily of the Nile)
Escallonia rubrum (Escallonia)
Lagerstroemia indica (Crape Myrtle)
Ligustrum japonicum 'Texanum' (Privet)
Phormium tenax (New Zealand Flax)
Photinia fraseri (Red-leaf Photinia)
Pittosporum species (Tobira)
Raphiolepis indica (India Hawthorn)
- Groundcovers:** Marathon II or equivalent (Turf)
Gazania species (African Daisy)
Hemerocallis species (Daylily)
Hypericum calycinum (Creeping St. Johnswort)
Trachelospermum asiaticum (Asian Jasmine)
Lantana montevidensis (Trailing Lantana)
Verbena spp. (Verbena)

Landscaping

11.6 Multi-Family Residential

- Concept:** Landscaping in the multi-family residential land use district should create a garden-like atmosphere, both adjacent to the buildings as well as surrounding pedestrian and common areas. Colorful and interesting plant forms should be used to provide visual interest at the pedestrian level.
- Trees:** Acer rubrum (Scarlet Maple)
Betula pendula (European White Birch)
Liriodendron tulipifera (Tulip Tree)
Pinus canariensis (Canary Island Pine)
Platanus racemoso (California Sycamore)
Pyrus kawakamii (Evergreen Pear)
Robinia "Idaho Pink" (Idaho Pink Locust)
Ulmus parvifolia (Chinese Elm)
Zelkova serrata (Zelkova)
- Shrubs:** Aucuba japonica (Japanese Aucuba)
Agapanthus orientalis (Lily of the Nile)
Berberis thunbergii (Japanese Barberry)
Camellia japonica (Japanese Camellia)
Gardenia jasminoides (Gardenia)
Ilex spp. (Holly)
Rhododendron indica (Azalea)
- Groundcovers:** Marathon II or equivalent (Turf)
Campanula poscharskyana (Serbian Bellflower)
Fragaria chiloensis (Ornamental Strawberry)
Hemerocallis species (Daylily)
Lantana montevidensis (Trailing Lantana)
Trachelospermum jasminoides (Star Jasmine)

11.7 Parking Lot Landscaping

The following standards apply to all parking areas:

- Landscaped berms, or a combination of berms, landscaping and/or wall treatments of sufficient height to substantially screen service areas, shall be provided between parking area and right-of-way.
- Varied tree and plant species shall be used throughout the parking area. No one species shall comprise more than 75% of the plantings within each of the following categories: shade tree, screen tree, shrub.
- At least fifty percent (50%) of the trees shall be an evergreen variety and shall be evenly distributed throughout the lot.
- Planter areas shall also contain ground cover and/or flowering shrubs. Drought tolerant planting is encouraged.
- Where automobile bumpers overhang landscaped planters, two (2) feet of clear area unobstructed by trees or shrubs shall be provided for overhang.
- A landscaped island shall be provided for every twenty (20) parking spaces.
- Landscaped islands, interstall planters and peripheral landscaping together shall total at least 7.5% of the total parking lot area where less than fifty (50) parking spaces are required and 10.0% percent of the total parking lot area where more than fifty (50) parking spaces are required, in the Regional Mall land use district, 5.0% of the total parking lot shall be landscaped.
- Where parking areas are located adjacent to residential uses, they shall be separated from the residential area by a decorative solid masonry wall six (6) feet in height and an appropriate landscape buffer. This requirement does not apply to parking areas within the multi-family residential district.

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- Parking lot design shall include covered or tree-shaded pedestrian pathways between transit facilities (bus stops) and building frontages for each District.
 - Parking lot paving materials shall be 100% natural-colored, without the standard dark-colored pigment.

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Section 12

Off-Street Parking

The purpose of this section is to require off-street parking spaces for all land uses within the Lent Ranch Marketplace SPA sufficient in number to accommodate the demands of the land use at a given location at a given point in time.

12.1 Vehicle Parking Requirements

Parking requirements for specific land uses are listed on Table 12-1. Where parking requirements are not provided below for a specific land use, the requirements for parking contained in Title III, Chapter 3, Article 2 shall apply. No more than twenty percent (20%) of the required number of parking spaces may be used for compact parking spaces.

**Table 12-1
Parking Requirements**

Regional Mall	For regional malls (facilities with more than 350,000 square feet of gross leasable area), including theaters, restaurants, offices, financial institutions, services and perimeter facilities utilizing a common parking area through reciprocal easement agreements, parking shall be provided at a minimum ratio of four and one-half (4.5) spaces for every one thousand (1,000) square feet of gross leasable area (GLA). Additional parking may be provided as long as minimum parking requirement is met.
Commercial Uses	For general retail activities including community commercial uses - excluding outdoor garden & sales areas, and other developments which are predominantly retail commercial and utilize a common parking area through reciprocal easement agreements, parking shall be

	provided at a ratio of at least five (5.0) spaces for every one thousand (1,000) square feet of gross floor area.
Office	<p>For professional offices and office uses not listed elsewhere herein, parking shall be provided at a ratio of at least three and one-half (3.5) spaces for every one thousand (1,000) square feet of gross floor area. Interior hallways, elevators, storage and non-tenant space need not be counted in determining gross floor area. Medical and dental offices in excess of ten (10) percent of the gross floor area of the office complex shall provide parking in accordance with the Medical and Dental Office requirement.</p> <p>Office uses shall provide covered or tree-shaded carpool/vanpool parking areas adjacent to building entrances. Covered carpool or tree-shaded carpool/vanpool areas shall be reflected in site development plans.</p>
Medical and Dental Offices	For medical and dental offices and complexes, parking shall be provided at a ratio of at least five (5.0) spaces for every one thousand (1,000) square feet of gross floor area. If located within a regional mall or other mixed use development which is predominantly retail commercial, the appropriate regional mall requirement applies, provided that there are reciprocal easement agreements and the total cumulative gross floor area of this use does not exceed ten percent (10%) of the gross floor area of the regional mall. The greater requirement shall apply to that portion of the cumulative floor area exceeding ten percent (10%) of the gross floor area of the commercial area.
Financial Institutions (Banks, Savings and Loans and Credit Unions)	For banks, savings and loans, credit unions, and financial institutions other than Banks, parking shall be provided at a ratio of at least five (5) spaces for every one thousand (1,000) square feet of gross floor area. If located within a

	development which is predominantly retail commercial, the appropriate commercial requirement applies provided that there are reciprocal easement agreements and the total cumulative gross floor area devoted to banks within the commercial area does not exceed ten percent (10%) of the gross floor area of the development within the district. The greater requirement shall apply to that portion of the cumulative floor area exceeding ten percent (10%) of the gross floor area of the commercial district(s).
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Restaurants and Bars	<p>For restaurants, bars and meeting rooms totaling more than three thousand five hundred (3,500) square feet in gross floor area, parking shall be provided at a ratio of eight (8) spaces for every one thousand (1,000) square feet of gross floor area. For restaurants, bars and meeting rooms totaling less than 3,500 square feet in gross floor area, parking shall be provided at a ratio of at least one (1) parking space for every three (3) seats based upon the capacity of the fixed and movable seating area as determined by the Uniform Building Code.</p> <p>If located within a predominantly retail commercial development, the commercial requirement applies provided that there are reciprocal easement agreements and the total cumulative gross floor area devoted to restaurants, bars or meeting rooms within the development does not exceed fifteen percent (15%) of the gross floor area of the center. For that portion above fifteen percent (15%), parking shall be based on the ratio of (8) spaces for every one thousand (1,000) square feet of gross floor area.</p>
Physical Fitness Centers and Similar Uses	For physical fitness centers, health studios, and similar uses, at least six (6.0) spaces per 1,000 square feet of gross floor area shall be provided. If located within a commercial development, the

	commercial requirement applies.
Theaters	For theaters, auditoriums and similar places of public assembly with fixed seating, parking shall be provided at the ratio of at least one (1) parking space for every three and one-half (3.5) seats. If located within a regional mall, shared parking ratios may be utilized to reduce the overall parking requirements.
Child Day Care Centers	Child day care facility, childcare centers, and similar uses licensed by the County or State, shall provide at least one (1) parking space for each employee plus one (1) parking space for every eight (8) children in attendance.
Motels and Hotels	Motels, hotels and auto courts shall provide at least one (1) parking space for each guest room. When other uses are located on the hotel/motel premises such as restaurants and bars, seventy percent (70%) of the parking requirements for restaurants and bars shall be provided in addition to the guest room parking requirement.
Apartments, Condominiums, Townhouses and Cluster Development	Two parking spaces shall be provided for each dwelling unit with more than one bedroom. 1.5 parking spaces shall be provided for each one (1) bedroom unit. In addition, 0.6 parking space per unit shall be provided for guest parking.

12.2 Shared Parking

Parking facilities for multiple land uses may be shared where it can be demonstrated by a shared parking analysis that the two or more uses have peak parking demands that occur at different times and that there will be no significant parking impact. Shared parking may be utilized for such uses, thereby resulting in an overall parking reduction. Shared parking may be utilized for two or more land uses or

for a multi-tenant building(s). All land uses within the Lent Ranch Marketplace SPA, with the exception of the parking within the multi-family residential land use district, are eligible for shared parking.

The shared parking program is outlined on Table 12-2.

**Table 12-2
Shared Parking**

Uses Proximate to One Another	For land uses in close proximity to each other that operate or are used at varying times of the day or week, the Planning Director may allow shared parking facilities to satisfy the parking requirements of such uses if the parking facilities are within one-quarter (1/4) mile (1,320 feet) of all primary entry areas to buildings being served by such facilities. Such uses qualify for a total parking reduction of not more than fifty percent (50%) of the total parking required of both uses combined.
Opposite Parking Demand Periods	When two (2) or more land uses, or uses within a building, have distinctly different hours of operation (e.g., office and church) and peak parking demand periods, such uses may qualify for shared parking. Required parking for the two or more land uses shall be based on the use that demands the greatest amount of parking.
Opposite Hours of Operation	If two (2) or more land uses, or uses within a building, have different daytime hours of operation (e.g. bowling alley & auto parts store), such uses qualify for a total parking reduction of not more than fifty (50) percent of the total parking required of both uses combined.

12.3 Shared Parking Program

A parking study, prepared by a traffic engineer, for shared parking may be submitted to the Planning Director for review. The shared parking proposal should include a summary of the proposed land uses proposed to share parking, the parking demands and requirements of each use and a proposal for sharing parking facilities among uses. The applicant shall show that there is no substantial conflict in the principal operating hours or uses for the buildings or uses for which the joint use of off-street parking facilities is proposed.

The Planning Director has the discretion to evaluate proposals for shared parking. Parties concerned in joint use of off-street parking facilities shall evidence agreement for such joint use by a proper legal instrument.

Section 13

Floor Area Ratio

Floor area ratios (FAR) provide unique design flexibility in determining whether a low building covering most of a lot is beneficial or whether a taller building covering a smaller portion of the lot is appropriate. FAR is determined by dividing total gross leasable area in square feet by total lot area in square feet. For example, a 20,000 square foot building on a 40,000 square foot lot yields a floor area ratio of 0.5.

Maximum floor area ratios for any use within the Specific Plan area shall be established as follows:

Office buildings: 0.6 of the total lot area.

Retail/Commercial buildings: 0.30 of the total lot area.

Regional mall: 0.4 of the total lot area.

Office uses and other uses with a FAR greater than 0.75 shall be located within one-eighth (1/8) mile of a planned transit stop.

The maximum FAR may be increased as shown below. The total bonus shall not exceed fifty (50) percent of the permitted FAR. For example, an office building with a permitted FAR of 0.6 may be increased in floor area to a maximum FAR of 0.9 if several of the following amenities are provided.

The permitted FAR bonus shall be determined by the Planning Director, based upon its determination of the significance of amenities provided on the site.

1. Buildings providing structured parking: Bonus not to exceed twenty (20%) percent of the permitted FAR.
2. Buildings providing amenity areas such as pedestrian arcades or plazas with significant visual features: Bonus not to exceed fifteen (15) percent of the permitted FAR. Any amenity area for which a bonus is granted must comply with the following criteria:
 - The area must be in addition to that necessary to meet landscaping, park and setback requirements.
 - Minimum size: The area must contain a minimum of 4,000 square feet.
 - Location: All amenity areas must be adjacent to, and approximately level with, a public street. The difference in grade between the amenity area and the street shall not be more than three (3) feet although this requirement is not intended to prevent mounding or terracing of landscaping within the amenity area.
 - Visibility: The interior of the amenity area shall be visible from the street for security purposes.
 - Seating: One linear foot of bench or seating shall be provided for every 40 square foot of amenity area. Seating may be in the form of ledges.

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- Sunlight patterns: The amenity area shall be able to receive direct sunlight on at least 30% of the surface area from 10 a.m. to 2 p.m. between the spring and fall equinox.
 - Design and landscaping: At least one major element, such as artwork or water, shall be included in the amenity area. The dominant landscape elements shall be trees and turf. The amount of impervious surface should not exceed 40% of the amenity area unless unique design circumstances exist.
3. Additional landscaping, lakes, golf course or other open space amenities: Bonus not to exceed twenty (20) percent of the permitted FAR.
 4. Supportive uses within office buildings that provide services to employees, such as cafeterias, lounges, recreational areas, or child care facilities, may be determined to be exempt from maximum FAR requirements. Determination of whether a proposed use qualifies for this exemption shall be made by the reviewing agency. This exemption may be granted only if the property owner enters into an agreement with the agency ensuring that such area remains in the exempt use.

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Section 14

Signage

14.1 General Requirements and Standards

Except as provided in this SPA, signage within the Project shall comply with the requirements, standards, and other provisions of the City's Zoning Code.

14.2 Standards for Districts A-G

The development standards (e.g., maximum area, height, number, type) for signs within Districts A through G (the Regional Mall, Community Commercial, Office and Entertainment, and Visitor Commercial districts) shall be established as part of the required District Development Plans for each district, as provided in Section 5.

14.3 Standards for District H (Multi-family Residential)

The size, area, and location of signage in District H shall be no greater than that allowed for any equivalent development as provided in the applicable Zoning Code.

Applicability and Status of Conditions of Approval for the

**FINAL CONDITIONS OF APPROVAL
LENT RANCH MARKETPLACE**

As Approved by City Council 6-27-01

Special Planning Area, Change of Zone, Tentative Map, Financing Plan, Transportation System Management Plan, General Plan Amendments
File EG-00-038

#	Condition	Applicability	Status	Proposed Action Relative to SPA
G1	None of the items listed above shall be deemed approved until the City has determined that the applicant has met the funding requirements of the <u>Agreement for Advance of Funds (Reimbursement Agreement for Staff Processing)</u> adopted by the City of Elk Grove in December 2000.	All Approvals	Complete/ Satisfied	Remove Condition
G2	Development within the Lent Ranch Marketplace SPA shall occur in accordance with the staged development process defined in Section 5 of the SPA document	SPA	Within the SPA	Remove Condition
G3	<p>No development of any kind shall occur until a specific Lent Ranch Marketplace SPA Development Impact Fee Program is adopted by the City. This Fee Program shall establish a source for all funding necessary to construct all required infrastructure (including infrastructure controlled by other agencies, specifically including the Elk Grove Community Services District) needed for the entire SPA area at buildout. For the purposes of this condition of approval, "development" shall include the following:</p> <ul style="list-style-type: none"> a) Issuance of any grading or building permits, excluding the concurrent grading of the Grant Line/99 freeway interchange and the regional mall site. b) Recordation of any parcel or subdivision map other than the Lent Ranch Tentative Tract Map approved with the original approval of the Lent Ranch Marketplace SPA. 	SPA	Complete/ Satisfied	Remove Condition

#	Condition	Applicability	Status	Proposed Action Relative to SPA
G4	<p>No additional entitlements including District Development Plans, shall be granted within any District of the SPA (including the regional mall, District A) until a detailed finance plan has been developed which:</p> <ul style="list-style-type: none"> a) Identifies all required backbone infrastructure necessary to serve complete development of the District; b) Establishes the estimated cost of all required backbone infrastructure needed to serve complete development of the District; c) Identifies the estimated timing for construction for all required backbone infrastructure needed to serve complete development of the District; <p>Establishes the financing source required to fund all required backbone infrastructure needed to serve complete development of the District and implements an irrevocable financing mechanism to provide this funding.</p>	SPA	Complete/ Satisfied	Remove Condition
G5	<p>The Public Facilities Financing Plan for the project shall provide either complete early funding for a permanent fire station (by means of developer financing of the station with a provision for credit against the Fire Protection Development Fee) or developer financing of a temporary fire station. Sufficient funds will also be required to purchase an engine and grass unit. The Plan shall contain a provision that allows reimbursement for payment of those funds beyond the proposed project's "Fair Share" for all of the above. <i>This condition of approval implements Mitigation Measure # MM4.6.4-3(a) from the Lent Ranch Marketplace Final EIR</i></p>	SPA and TSM	Complete/ Satisfied	Remove Condition from SPA

#	Condition	Applicability	Status	Proposed Action Relative to SPA
G6	All future development within the SPA shall be subject to the payment of fees in accordance with the adoption of any future development impact fee program, and/or any other fees or finance mechanisms adopted by the City pursuant to any enabling law, consistent with the Development Agreement	SPA and TSM	Complete/ Satisfied	Remove Condition from SPA
G7	<p>The first phase of development shall consist of the Regional Shopping (shown as District "A" in Figure 3-1 of the SPA document. No other commercial development, unless authorized by the City Council in the Visitor Commercial Districts (Development Districts F and G as shown in Figure 3-1 of the SPA document), may occur outside District A (Regional Mall) until permits have been issued for the regional mall, as follows:</p> <ul style="list-style-type: none"> a) Grading permits for commercial development projects outside District A shall not be issued until rough grading for the regional mall has been completed. b) Building permits for commercial development projects outside District A shall not be issued until the completion of foundations for at least one (1) of the major department stores. <p>Residential development within the Lent Ranch Marketplace SPA may occur at any time, regardless of the progress of the regional mall, provided that sufficient infrastructure capacity is available to serve the residential development</p>	SPA	No Longer Applicable	Remove Condition from SPA
G8	All District Development Plans shall identify a source of private funding for the maintenance of all landscaped areas abutting the public right-of-way within the District, including sidewalks and other areas with public access easements	SPA	Not Applicable	Remove Condition from SPA
G9	Prior to issuance of the certificate of occupancy for the regional shopping mall structure(s), the reconstructed SR 99 / Grant Line Road interchange shall be deemed operative and open to traffic by the City Public Works Department. It is expressly understood	TSM	Complete/ Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	that the interchange may be operative and open to traffic prior to its full completion, and that some portions of the interchange (e.g. landscaping) will not be installed at the time this condition is satisfied			
G10	The applicant shall hold harmless the City, its Council members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs, and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action	TSM	Complete/ Satisfied	No Change
G11	This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures of the City of Elk Grove or any other responsible agency	TSM	Complete/ Satisfied	No Change
TM1	On the Final Map, dedicate pedestrian easements for sidewalks within landscape corridors along all public streets, to the satisfaction of the City of Elk Grove	TSM	Complete/ Satisfied	No Change
TM2	On the Final Map, dedicate public utility easements (PUE) 12.5 feet wide adjacent to all public rights-of-way	TSM	Complete/ Satisfied	No Change
TM3	An approved sewer study to the satisfaction of CSD-1, addressing interim and ultimate sewer facilities requirements, including any required specific operating conditions on the interim service shall be required prior to submittal of improvement plans. <i>This condition of approval implements Mitigation Measure #MM4.6.2-2 from the Lent Ranch Marketplace Final EIR</i>	TSM	Complete/ Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
TM4	Record irrevocable offers of dedication to the City of all water, sewer, storm drainage, electric, gas, cable and other public utility infrastructure constructed or installed in or on the Property	TSM	Complete/ Satisfied	No Change
D1	Downstream from the project are existing agricultural ditches and Bruceville Road, which overtops in high intensity storm events. These ditches and road crossings are not designed to handle the increased run-off from the proposed project. Detain peak flows to existing condition, measuring the 2, 10, 50 and 100-year storm event immediately downstream of drainage improvements and at Bruceville Road. This detention basin will be considered interim and will not be reimbursed by the Department of Water Resources	TSM	Complete/ Satisfied	No Change
D2	Depending upon design grades and hydraulics, it may be necessary to construct a pilot channel from the project boundary to Bruceville Road to ensure positive gravity drainage	TSM	Complete/ Satisfied	No Change
D3	The project shall include a storm water quality facility capable of treating storm water runoff pursuant to the Sacramento City/County Storm Water Management Program. This might be best accomplished as a wet volume at the bottom of the flood control detention basin. Attention to basin aesthetics shall be made a part of the design process	TSM	Complete/ Satisfied	No Change
D4	A permanent storm drain message "No Dumping - Flows to Creek" or other approved message to be placed at each storm drain inlet. Other source controls measures should be required for fueling stations, automotive repair facilities, and car wash areas of multi-family complexes, consistent with the requirements of the City's NPDES permit	TSM	Complete/ Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
D5	Provide drainage easements, on and off-site, and install facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code	TSM	Complete/ Satisfied	No Change
D6	Annex to the County of Sacramento Stormwater Utility pursuant to the Sacramento County Water Agency Code, and the Sacramento County Improvement Standards	TSM	Complete/ Satisfied	No Change
D7	The project engineer shall consult with the City when designing the proposed detention basin, and the developer shall submit detention basin designs and proposed plantings in and around the detention basin to these agencies for review and approval prior to approval of the improvement plans. <i>This condition of approval implements Mitigation Measure #MM4.7-2(a) from the Lent Ranch Marketplace Final EIR</i>	TSM	Complete/ Satisfied	No Change
TR1	On the Final Map, grant the City of Elk Grove sufficient right of way that, when combined with existing right-of-way, will create 96 feet of right-of-way for Kammerer Road based on a modified thoroughfare standard as shown on the Tentative Map. Install public street improvements pursuant to City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA	TSM	Complete/ Satisfied	No Change
TR2	On the Final Map, grant the City of Elk Grove right-of-way for West Stockton from the Kammerer Road intersection to the main entrance of the Lent Ranch Marketplace mall based on a modified thoroughfare standard as shown on the Tentative Map. Install public street improvements pursuant to City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as	TSM	Complete/ Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA. <i>This condition of approval implements Mitigation Measure #MM4.2-2 from the Lent Ranch Marketplace Final EIR</i>			
TR3	On the Final Map, grant the City of Elk Grove right-of-way for West Stockton from the main entrance of the mall to the northern edge of the project based on a modified arterial standard, as shown on the Tentative Map. Install public street improvements pursuant to City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA. . <i>This condition of approval implements Mitigation Measure #MM4.2-3 from the Lent Ranch Marketplace Final EIR</i>	TSM	Complete/ Satisfied	No Change
TR4	On the Final Map, grant the City of Elk Grove right-of-way for the public street between Lot F, H, and Lot E based on a modified arterial standard as shown on the Tentative Map. Install public street improvements pursuant to City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA	TSM	Complete/ Satisfied	No Change
TR5	On the Final Map, grant the City of Elk Grove right-of-way for the public street between Lot E and Lot D based on a modified arterial standard, as shown on the Tentative Map. Install public street improvements pursuant to City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA	TSM	Complete/ Satisfied	No Change
TR6	On the Final Map, grant the City of Elk Grove right-of-way for the public street between Lot D and Lot C based on a modified arterial standard, as shown on the Tentative Map. Install public street improvements pursuant to City of Elk Grove Improvement Standards and to the satisfaction of the Department of	TSM	Complete/ Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA			
TR7	On the Final Map, grant the City of Elk Grove right-of-way for the public street between Lot I and Lot J based on a standard collector street standard, as shown on the Tentative Map. Install public street improvements pursuant to City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA	TSM	Complete/ Satisfied	No Change
TR8	On the Final Map, grant the City of Elk Grove right-of-way for the public street south of Lot K based on a standard collector street, as shown on the Tentative Map. Install public street improvements pursuant to City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA	TSM	Complete/ Satisfied	No Change
TR9	On the Final Map, grant additional right-of-way on Kammerer Road and West Stockton Boulevard for intersection widening pursuant to the City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA	TSM	Complete/ Satisfied	No Change
TR10	On the Final Map, grant additional right-of-way on West Stockton Boulevard and the public street between sLots E and H for intersection widening pursuant to the City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA	TSM	Complete/ Satisfied	No Change
TR11	On the Final Map, grant additional right-of-way on West Stockton Boulevard and the public street between Lot E and Lot D for intersection widening pursuant to the City of Elk Grove	TSM	Complete/ Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA			
TR12	On the Final Map, grant additional right-of-way on West Stockton Boulevard and the public street between Lot D and Lot C for intersection widening pursuant to the City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA	TSM	Complete/ Satisfied	No Change
TR13	On the Final Map, grant additional right-of-way on Kammerer Road and the public street between Lot D and Lot C for intersection widening pursuant to the City of Elk Grove Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA	TSM	Complete/ Satisfied	No Change
TR14	With the approval of District Development Plans for each individual district, grant the City of Elk Grove the right of direct vehicular access along Kammerer Road except at approved roadway and driveway locations	TSM	Complete/ Satisfied	No Change
TR15	<p>Reconstruct the SR 99 Northbound Ramps/E. Stockton Boulevard intersection to intersect with Grant Line Road to form the northbound off-ramp. Signalize and provide the following lane configuration at the intersection:</p> <ul style="list-style-type: none"> • Two left- and right-turn lanes on the northbound off-ramp; • Two through lanes on the eastbound approach; and • Three through lanes lane on the westbound approach. <p><i>This condition of approval implements Mitigation Measure</i></p>	TSM	Complete/ Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<i>#MM4.2-5 from the Lent Ranch Marketplace Final EIR</i>			
TR16	<p>The Grant Line Road/E. Stockton Boulevard intersection shall be relocated 900 feet to the east to coincide with the existing Grant Line Road/Survey Road intersection. Signalize and provide the following lane configuration at the intersection:</p> <ul style="list-style-type: none"> • One left turn lane, three through lanes and a separate right turn lane on the eastbound approach; • One left turn lane, two through lanes and a shared through/right-turn lane on the westbound approach; and • One left turn, one through and one right turn lane on the northbound and southbound approaches. <p><i>This condition of approval implements Mitigation Measure #MM4.2-6 from the Lent Ranch Marketplace Final EIR</i></p>	TSM	Complete/ Satisfied	No Change
TR17	<p>Reconstruct the SR 99 Southbound Ramps/W. Stockton Boulevard intersection to intersect with Grant Line Road. Signalize and provide the following lane configuration at the intersection:</p> <ul style="list-style-type: none"> • One left-turn lane, one shared left/right-turn lane and one separate right turn lane on the southbound off-ramp; • Three through lanes on the eastbound approach; and • Two through lanes on the westbound approach. <p><i>This condition of approval implements Mitigation Measure #MM4.2-7 from the Lent Ranch Marketplace Final EIR</i></p>	TSM	Complete/ Satisfied	No Change
TR18	<p>The Grant Line Road/W. Stockton Boulevard intersection is the main access to and from the proposed project site. This intersection would be relocated approximately 850 feet west of its current location to provide better spacing between the new SR 99 Southbound off-ramp intersection. Signalize and provide</p>	TSM	Complete/ Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>the following lane configurations at the intersection:</p> <ul style="list-style-type: none"> • Three left-turn lanes, one through lane and one shared through/right-turn lane on the southbound approach; • One left turn lane, two through lanes and one shared through/right-turn lane on the eastbound approach; • One left turn lane, two through lanes one shared through/right-turn lane and a free right-turn lane on the westbound approach; and • One left turn, one through lane and one right-turn lane on the northbound approach. <p><i>This condition of approval implements Mitigation Measure #MM4.2-8 from the Lent Ranch Marketplace Final EIR</i></p>			
TR19	<p>Construct two lanes on the SR 99 southbound off-ramp to Grant Line Road. <i>This condition of approval implements Mitigation Measure #MM4.2-11 from the Lent Ranch Marketplace Final EIR</i></p>	TSM	Complete/ Satisfied	No Change
TR20	<p>Signalize the intersection of Poppy Ridge Road and West Stockton Boulevard and provide the following lane configurations:</p> <ul style="list-style-type: none"> • Two left-turn lanes and two through lanes on the northbound approach; • One right-turn lane and two through lanes on the southbound approach; and • One left-turn and one right-turn lane on the eastbound approach. <p><i>This condition of approval implements Mitigation Measure #MM4.2-23 from the Lent Ranch Marketplace Final EIR</i></p>	TSM	Complete/ Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
TR21	The size, number, and location of driveways shall be designed to the satisfaction of the Department of Transportation of the Public Works Agency. Note: Driveway pavement widths of 45 feet shall be provided on all public streets. A minimum of four (4) driveway entrances from West Stockton Road to the regional mall (District A) shall be allowed	TSM	Completed through subsequent District Plans	No Change
TR22	All signalized intersections installed by the project developer shall be equipped with traffic pre-emption devices at the time of installation. <i>This condition of approval implements Mitigation Measure #MM4.6.4-3(b) from the Lent Ranch Marketplace Final EIR</i>	TSM	Complete/Satisfied	No Change
W1	Public water service shall be provided to each building	TSM	Completed through subsequent District Plans	No Change
W2	The applicant and any successor or developer shall provide non-potable water for use during grading and construction. Existing agricultural wells shall be used during grading of the site. Existing agricultural wells may be rehabilitated to provide non-potable water to the satisfaction of Sacramento County Water Agency. Costs associated with well rehabilitation shall be non-reimbursable developer costs. Agricultural wells not subject to rehabilitation shall be abandoned after substantial completion of the project	TSM	Complete/Satisfied	No Change
W3	Abandonment of agricultural wells shall be accomplished in accordance with the requirements of the Sacramento County Environmental Health Division. All abandoned/destroyed wells shall be clearly shown on any improvement plans submitted within the SPA area	TSM	Complete/Satisfied	No Change
W4	Easements shall be provided for the ultimate placement of reclaimed water mains within the public right-of-way prior to the approval of improvement plans for the construction of public streets	TSM	Complete/Satisfied	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
W5	The proposed project shall connect to the existing Sacramento County Water Agency system via a 24-inch transmission main extending from the southern portion of the project to the intersection of Grant Line Road and Waterman Road, then proceeding north along Waterman Road to the existing transmission main stub. Installation of the 24-inch transmission main shall be included in the construction of the Grant Line/SR99 interchange project.	TSM	Complete/ Satisfied	No Change
W6	Prior to issuance of building permits, the project applicant/developers shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18	TSM	Completed through subsequent District Plans	No Change
W7	All landscaping plans shall conform to the specific provisions of the City of Elk Grove Water Conservation Ordinance (Chapter 14.10 of the Elk Grove Municipal Code) to the satisfaction of the City of Elk Grove	TSM	Completed through subsequent District Plans	No Change
S1	The project applicant shall design and construct all sewer lines consistent with the Sewer Master Plan. The project applicant shall also pay the required sewer facilities impact fees. <i>This condition of approval implements Mitigation Measure #MM4.6.2-1 from the Lent Ranch Marketplace Final EIR</i>	TSM	Complete/ Satisfied	No Change
S2	Connection to public sewer shall be required for all development. County Sanitation District 1 (CSD-1) Improvement Standards shall apply to all on-site sewer construction	TSM	Completed through subsequent District Plans	No Change
S3	A revised detailed sewer study that reflects neighboring sewer study revisions shall be prepared to the satisfaction of CSD-1 prior to submittal of improvement plans	TSM	Complete/ Satisfied	No Change
PS1	The following conditions shall be satisfied prior to the issuance of any certificate of occupancy for the regional mall: (a) Mall management shall contract with a private security firm to provide uniformed patrols both inside and outside the mall.	TSM	Completed through subsequent District Plans	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>(b) Mall management and security shall meet with the Sheriff's Department or Elk Grove Police Department prior to opening to coordinate efforts in addressing anticipated law enforcement problems. Meeting minutes that identify action items are to be taken and signed by all participating parties.</p> <p>(c) Mall management shall provide to the Elk Grove Police Department free of charge an appropriate amount of space within the Mall for a storefront station. The amount of space shall be mutually determined by the City of Elk Grove in coordination with the Mall's security service during the preparation of the District Development Plan.</p> <p>(d) Signs shall be posted banning loitering, skateboarding, rollerblading, and public drinking. Signs shall be posted in all parking lots (except in multi-family) indicating parking is for customers only.</p> <p>(e) Outdoor parking lot lighting shall be a minimum of one (1) foot-candle minimum maintained illumination in all parking areas during business hours and 0.25 foot candles of minimum maintained illumination on any walkway, alcove, or passageway. Entranceways shall have a minimum of one-foot candle lighting. All light fixtures shall be vandal resistant.</p> <p><i>This condition of approval implements Mitigation Measure #MM4.6.5-1 (a - e) from the Lent Ranch Marketplace Final EIR.</i></p>			

#	Condition	Applicability	Status	Proposed Action Relative to SPA
MM1	Disclose to all prospective buyers of property within 500 feet of any active farming operations through notification in the title report, that they could experience inconvenience or discomfort resulting from accepted farming activities pursuant to the provisions of the City Right-to-Farm Ordinance. <i>This condition of approval implements Mitigation Measure #MM4.1-2 from the Lent Ranch Marketplace Final EIR.</i>	MMRP	Complete/ Satisfied	No Change
MM2	The construction contract shall require that the contractor water all exposed soil surfaces as required by the requirements of the grading permit. Areas being actively graded shall be kept sufficiently moist to prevent the generation of windborne dust. <i>This condition of approval implements Mitigation Measure #MM4.3-1(a) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM3	The construction contract shall require that the contractor water all dirt roads three times per day to prevent dust generation and that the contractor will limit travel speeds on any unpaved roads to 15 mph or less. <i>This condition of approval implements Mitigation Measure #MM4.3-1(b) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM4	The construction contract shall require that all trucks hauling soil, sand, or other loose material are covered and at least two feet of freeboard (i.e., minimum vertical distance between top of load and top of trailer) is maintained. <i>This condition of approval implements Mitigation Measure #MM4.3-1(c) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM5	The construction contract shall require contractors to implement ridesharing programs for construction employees traveling to and from the site. <i>This condition of approval implements Mitigation Measure #MM4.3-1(d) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM6	The project developer shall submit with each District Development Plan a plan to ensure that all applicable measures proposed by the applicant's Draft AQ-15 and TSM Plan for the project to reduce peak hour vehicle trips by project employees and reduce the emissions from both mobile and stationary	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	sources are implemented. Measures in the AQ-15 Plan and TSM Plan may be implemented by persons or entities other than the project developer. <i>This condition of approval implements Mitigation Measure #MM4.3-2 from the Lent Ranch Marketplace Final EIR</i>			
MM7	<p>All construction activity within the Lent Ranch SPA area shall comply with the following requirements:</p> <ul style="list-style-type: none"> (a) Site preparation and construction activities shall be limited to between the hours of 6 A.M. to 8 P.M., Monday through Friday, and 7:00 A.M. to 8:00 P.M. on Saturday and Sunday (City of Elk Grove Noise Control Ordinance, Section #6.68.090). Furthermore, construction equipment maintenance shall be limited to the same hours. (b) All construction equipment shall be equipped with appropriate mufflers in good working condition. (c) Construction staging areas shall be located as far from noise-sensitive uses as is feasible. (d) Stationary construction equipment shall be located as far from noise sensitive uses as feasible, and temporary or portable acoustic barriers shall be installed around the equipment/work area when within 100 feet or less of residential properties or other sensitive uses. (e) Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted on a sign no larger than 4 foot by 8 foot at all construction entrances to allow for surrounding and on-site property owners to contact the job superintendent. If the City or the job superintendent receives a complaint, the 	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.</p> <p>(f) If construction noise results in noise levels that exceed the 65 dB (A) $L_{dn}/CNEL$ to onsite or adjacent residential land uses, the project applicant shall relocate the occupants on a temporary basis.</p> <p>(g) If construction vibration results in peak ground velocities of more than 0.1 inches/second to onsite or adjacent residential land uses, the project applicant shall relocate the occupants on a temporary basis.</p> <p>(h) Prior to the commencement of pile driver operation in proximity to residential areas, an assessment of vibrations induced by pile driving at the site shall be evaluated. During indicator pile driving, vibrations should be measured at regular intervals to determine the levels of vibration at various distances from pile driving equipment. The indicator piles shall be driven at location at least 400 feet from any existing residents. After monitoring, methods of reducing the peak ground velocities to less than 0.4 inches/second shall be determined and implemented during production pile driving. Methods to reduce vibrations, if needed, could include cut-off trenches, and the use of smaller hammers. The vibration reduction techniques to be used should be described in a note attached to the construction plans for the project to be reviewed and approved by the appropriate City regulatory agency prior to issuance of building permits.</p> <p><i>This condition of approval implements Mitigation Measure #MM4.1(a-f) and #MM4.4-4(a and b) from the Lent Ranch Marketplace Final EIR</i></p>			
MM8	The project developer shall implement noise attenuation measures, as necessary to reduce exterior and interior noise levels	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	below the thresholds shown in the <i>General Plan</i> Noise Element. Based on the Land Use Compatibility Guidelines in the Noise Element (as well as Policy NO-1), the exterior thresholds are 60 dB(A) Ldn/CNEL for residential uses and 65 dB(A) for commercial uses. Based on Policy NO-7, the interior threshold is 45 dB(A) Ldn/CNEL for residential uses. Based on Table II-3 of the Noise Element, the acceptable interior noise levels in conference rooms and small offices are 40 to 45 dB(A), in large offices, banks and stores, 45 to 50 dB(A), and in restaurants, 45 to 55 dB(A). The measures required shall be identified during the planning and design of individual projects within the project site, on the basis of a detailed acoustical analysis. The analysis shall consider traffic generated by the proposed project and anticipated cumulative development, based on the Sacramento County Traffic Model. <i>This condition of approval implements Mitigation Measure #MM4.4-5(a) from the Lent Ranch Marketplace Final EIR</i>			
MM9	A noise barrier of sufficient size to break the line of sight between exterior usable areas within the multi-family residential uses and traffic noise sources along SR99/West Stockton Boulevard and parking lot noise shall be developed along the District F boundary. The noise wall will designed in accordance design guidelines, as adopted in the District Development Plan for District F (Multi-Family). <i>This condition of approval implements Mitigation Measure #MM4.4-5(b) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM10	Where sweepers are operated within 75 feet of residential uses, sweeper operations shall be restricted to the hours of 7:00 A.M. to 10:00 P.M. <i>This condition of approval implements Mitigation Measure #MM4.4-7 from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM11	Loading docks constructed on the project site shall be designed to have either a depressed (i.e., below grade) loading dock area; an internal bay; or wall to break the line of sight between residential land uses and loading operations. Acoustical analysis shall be performed to demonstrate that the loading docks do not result in noise levels that exceed City standards at nearby	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	residential property lines. These components shall be incorporated into the plans to be submitted by the applicant to the City of Elk Grove for review and approval prior to the issuance of building permits. <i>This condition of approval implements Mitigation Measure #MM4.4-8 from the Lent Ranch Marketplace Final EIR</i>			
MM12	The applicant shall minimize noise impacts from electrical and mechanical equipment, such as ventilation and air conditioning units, by locating equipment away from receptor areas, proper selection and sizing of equipment, installation of equipment with proper acoustical shielding and incorporating the use of parapets into building design. <i>This condition of approval implements Mitigation Measure #MM4.4-9 from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM13	<p>Prior to the issuance of demolition permits for existing onsite structures, asbestos-material sampling shall be conducted to determine if materials are present. Any identified asbestos-containing materials present in each of the structures to be dismantled shall be removed under acceptable engineering methods and work practices by a licensed asbestos abatement contractor prior to removal. These practices include, but are not limited to: containment of the area by plastic, negative air filtration, wet removal techniques and personal respiratory protection and decontamination. The process shall be designed and monitored by a California Certified Asbestos Consultant. The abatement and monitoring plan shall be developed and submitted for review and approval by the appropriate regulatory agency (the Sacramento Metropolitan Air Pollution Control District) and shall include all on-site structures with ACBM.</p> <p>Prior to the issuance of demolition permits for existing onsite structures, all loose and peeling paint shall be removed and disposed of by a licensed and certified lead paint removal contractor, in accordance with local, state, and federal regulations.</p>	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>The demolition contractor shall be informed that all paint on the buildings shall be considered as containing lead. The contractor shall take appropriate precautions to protect his/her workers, the surrounding community, and to dispose of construction waste containing lead paint in accordance with local, state, and federal regulations.</p> <p><i>This condition of approval implements Mitigation Measure #MM4.5-1 and MM4.5-2(a and b) from the Lent Ranch Marketplace Final EIR</i></p>			
MM14	<p>Uses constructed on the project site shall meet the minimum necessary fire flow and other standard fire protection and life safety requirements identified in the Uniform Fire Code. Construction sites shall ensure adequate on-site water supply and all-weather access for fire-fighting equipment and emergency vehicles before framing can occur. The applicant shall also pay the Fire Protection Development Fee in effect at the time of building permit issuance. <i>This condition of approval implements Mitigation Measures #MM4.6.4-1 from the Lent Ranch Marketplace Final EIR</i></p>	MMRP	Continuous	No Change
MM15	<p>Prior to issuance of building permits, the applicant and the EGCSD shall reach an agreement on funding to provide adequate staff to conduct site plan review and construction inspection services for the project. The agreement shall specify funding levels and timing of payment. <i>This condition of approval implements Mitigation Measures #MM4.6.4-2 from the Lent Ranch Marketplace Final EIR</i></p>	MMRP	Continuous	No Change
MM16	<p>The project applicant shall prepare and submit to the City of Elk Grove, a Storm Water Pollution Prevention Plan (SWPPP) to be administered throughout all phases of grading and project construction. The SWPPP will incorporate Best Management Practices (BMPs) to ensure that potential water quality impacts during construction phases are minimized. Examples of BMPs that may be implemented during site grading and construction could</p>	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	include straw hay bales, straw bale inlet filters, filter barriers, and silt fences. <i>This condition of approval implements Mitigation Measures #MM4.7-1 from the Lent Ranch Marketplace Final EIR</i>			
MM17	Any biofilter swales and vegetated strips shall be placed in the bottom of channel areas and be designed to provide biofiltration of pollutants in project runoff. The project engineer shall consult with the City when designing these areas, and the developer shall submit designs of the areas to these agencies for review and approval prior to approval of the Final Map. The developer shall retain a qualified specialist to assist in designing the features, to maximize their effectiveness in removing pollutants. <i>This condition of approval implements Mitigation Measures #MM4.7-2(b) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM18	<p>Prior to improvement plan approval or building permit issuance, whichever comes first, implement one of the following alternatives to mitigate for the loss of 293 acres of Swainson's hawk foraging habitat:</p> <ul style="list-style-type: none"> a) Preserve 293 acres (1 acre for each lost) of similar habitat within a 10-mile radius of the project site to be protected through fee title or conservation easement acceptable to the California Department of Fish and Game b) Prepare and implement a Swainson's Hawk Mitigation Plan to the satisfaction of the California Department of Fish and Game that includes preservation of Swainson's hawk foraging habitat. c) Submit a payment of a Swainson's hawk impact mitigation fee per acre impacted to the Department of Planning and Community Development in the amount as set forth in Chapter 16.130 of the City of Elk Grove Code as such may be amended from time to time and to the extent said Chapter remains in effect. <p><i>This condition of approval implements Mitigation Measures</i></p>	MMRP	Continuous (Complete)	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<i>#MM4.8-1(a) from the Lent Ranch Marketplace Final EIR</i>			
MM19	If active Swainson's hawk nests are found within 1/2 mile of the construction site, clearing and construction shall be postponed or halted, at the discretion of the biological monitor, until the nest is vacated and juveniles have fledged, as determined by the biologist, and there is no evidence of a second attempt at nesting. If a nest tree is found on the project site prior to construction and will be removed, then appropriate permits from CDFG shall be obtained pursuant to CDFG guidelines. <i>This condition of approval implements Mitigation Measures #MM4.8-1(b) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM20	No earlier than 45 days and no later than 20 days prior to the commencement of any construction that would occur during the nesting/breeding season (February 1 through September 1), a field survey shall be conducted by a qualified biologist to determine if active nests of special-status birds such as white-tailed kite, California horned lark, burrowing owl, Swainson's hawk, or common bird species protected by the Migratory Bird Treaty Act and/or the California Fish and Game Code occur on the site. These surveys shall include all areas in or within 250 feet of the construction zone, including the extent of the directly affected portion of the drainage ditch. In addition, nesting surveys for Swainson's hawks shall include all areas in or within 1 mile of the construction site in order to ascertain the specific long-term mitigation replacement ratios for loss of foraging habitat. <i>This condition of approval implements Mitigation Measure #MM4.8-2 (a) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM21	Within 30 days prior to any construction activities outside of the breeding season (September 1 through January 31), a qualified biologist shall conduct a burrow survey to determine if burrowing owls are residing on the site, in order to ensure no owls are inadvertently buried during construction. If owls are observed on the site prior to ground-disturbance activities, measures such as flagging the burrow and avoiding disturbance, passive relocation, or active relocation to move owls from the site, as	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>determined by a qualified biologist and as approved by the CDFG, shall be implemented. In addition, a qualified biologist shall monitor initial grading to ensure that no owls are harmed during the process.</p> <p>All surveys for burrowing owls shall be conducted according to CDFG protocol. This protocol requires, at a minimum, four field surveys of the entire site and areas within 500 feet of the site by walking transects close enough that the entire site is visible. The surveys should be at least three hours long, either from one hour before sunrise to two hours after or two hours before sunset to one hour after. Surveys shall not be conducted during inclement weather, when owls are typically less active and visible. <i>This condition of approval implements Mitigation Measure #MM4.8-2 (b) from the Lent Ranch Marketplace Final EIR</i></p>			
MM22	<p>If the existing stand of elderberry must be removed, prior to approval of grading permits, the project applicant shall undertake consultation with the USFWS pursuant to Section 10(a) of the Federal Endangered Species Act for an incidental take permit for removing the existing elderberry stand. Under this permit, the USFWS may allow transplantation of all elderberry plants with a stem diameter of one inch or greater while monitored by a qualified biologist and using USFWS-approved timing and procedures to reduce loss of plants or beetles. Prior to transplantation, a site shall be selected in consultation with the USFWS for protection in perpetuity and based on connectivity to other suitable beetle habitat areas.</p> <p>Additional elderberry plants shall be planted in the mitigation area at ratios of 2:1 to 5:1, depending on the quality of the beetle habitat being removed. For plants with stem diameters one inch or greater with no emergence holes, the ratio is 2:1. If beetles are present as evidenced by emergence holes in 50 percent or less of the shrubs one inch or more in diameter, the ratio is 3:1. If emergence holes are present in over 50 percent of the shrubs one inch or more in diameter, then the ratio of</p>	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>replacement shrubs is 5:1. Because the number of the shrubs to be planted is dependent on the presence or absence of beetle exit holes, the stems larger than 1 inch in diameter would need to be reexamined prior to removal. <i>This condition of approval implements Mitigation Measure #MM4.8-3 from the Lent Ranch Marketplace Final EIR</i></p>			
MM23	<p>To protect the Giant garter snake, the following measures shall be taken at the appropriate point in the development process:</p> <ul style="list-style-type: none"> a) Prior to grading or other site preparation activities, the applicant shall install temporary fabric fencing, a minimum of 3 feet in height, along the western edge of the property to prevent giant garter snakes from entering construction areas. The fencing will need to be regularly inspected and maintained. Exclusion fencing must remain in place and be maintained for the duration of the construction activities in order to prevent snakes from entering construction areas. b) Construction activities, particularly within the western portion of the site, should be conducted as much as is feasible within the active period of the snake (generally from May 1 to October 1). Direct impacts are lessened during this time because snakes are actively moving and avoiding danger. More danger is posed to snakes during their inactive period, because they are occupying underground burrows or crevices and are more susceptible to direct effects, especially during excavation. c) Any dewatered habitat must remain dry for at least 15 consecutive days after April 15 and prior to excavating or filling of the dewatered habitat. d) Construction personnel shall participate in a the U.S. Fish and Wildlife Service (USFWS)-approved worker 	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>environmental awareness program. Under this program, workers shall be informed about the presence of giant garter snakes and habitat associated with the species and that unlawful take of the animal or destruction of its habitat is a violation of the Act. Prior to construction activities, a qualified biologist approved by the Service shall instruct all construction personnel about: (1) the life history of the giant garter snake; (2) the importance of irrigation canals, marshes/wetlands, and seasonally flooded areas, such as rice fields, to the giant garter snake; and (3) the terms and conditions of the biological opinion. Proof of this instruction shall be submitted to the Sacramento U.S. Fish and Wildlife Office.</p> <p>e) Within 24-hours prior to commencement of construction activities, the site shall be inspected by a qualified biologist who is approved by the USFWS Sacramento Fish and Wildlife Office. The biologist will provide the Service with a field report form documenting the monitoring efforts within 24-hours of commencement of construction activities. The monitoring biologist needs to be available thereafter; if a snake is encountered during construction activities, the monitoring biologist shall have the authority to stop construction activities until appropriate corrective measures have been completed or it is determined that the snake will not be harmed. Giant garter snakes encountered during construction activities should be allowed to move away from construction activities on their own. Capture and relocation of trapped or injured individuals can only be attempted by personnel or individuals with current Service recovery permits pursuant to Section 10(a) 1(A) of the Act. The biologist shall be required to report any incidental take to the</p>			

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>Service immediately by telephone at (916) 979-2725 and by written letter addressed to the Chief, Endangered Species Division, within one working day. The project area shall be re-inspected whenever a lapse in construction activity of two weeks or greater has occurred.</p> <p>f) Prior to approval of grading permits, the project applicant shall undertake consultation with the USFWS and CDFG to determine the need for federal and state incidental take permits for giant garter snakes on the project site.</p> <p><i>This condition of approval implements Mitigation Measures #MM4.8-4(a - f) from the Lent Ranch Marketplace Final EIR</i></p>			
MM24	<p>Valley oaks that meet the criteria contained in the City's Tree Preservation Ordinance will be avoided by construction and protected during all construction activity, if feasible. To protect oak trees, the following measures will be implemented:</p> <p>a) Before initiating any construction activity near the protected oak trees, install chain-link fencing or a similar protective barrier at least one foot outside the dripline of each tree or as far as possible from the tree trunk where the existing road is within the tree dripline. The barrier fencing will remain in place for the duration of construction activity.</p> <p>b) Any required pruning of oak trees shall be conducted before construction activity begins. Oak trees that require pruning of branches larger than two inches in diameter shall be pruned by a certified arborist. No pruning of the six-foot-diameter tree will be permitted.</p> <p>c) No signs, ropes, cables (except cables that may</p>	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>be installed by a certified arborist or other professional tree expert), or other items shall be attached to the oak trees.</p> <p>d) No vehicles, construction equipment, mobile home/office, supplies, materials, or facilities shall be driven, parked, stockpiled, or located within the driplines of oak trees.</p> <p>e) No grading shall be allowed within the driplines of oak trees, except where paved roadway already exists. Removal of pavement within the driplines of oak trees shall be conducted in the presence of a certified arborist to ensure that damage and stress to any oak tree is minimized.</p> <p>f) Conduct any work necessary within the dripline by hand.</p> <p>g) Paving within the driplines of oak trees shall be stringently minimized. When paving is absolutely necessary, porous material shall be used or a piped aeration system shall be installed under the supervision of a certified arborist.</p> <p>h) Landscaping beneath oak trees may include non-plant materials such as boulders, cobbles, and wood chips. The only plant species that shall be planted within the driplines of oak trees are those that are tolerant of the natural semi-arid environs of the trees. Limited drip irrigation approximately twice per summer is recommended for the understory plants.</p> <p>i) No sprinkler system shall be installed in such a manner that it irrigates within the driplines of oak</p>			

#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>trees.</p> <p><i>This condition of approval implements Mitigation Measures #MM4.8-6(a) from the Lent Ranch Marketplace Final EIR</i></p>			
MM25	<p>All lighting along the perimeter of the site shall be downcast luminaries and shall be shielded and oriented in a manner that will prevent spillage or glare into the surrounding area. <i>This condition of approval implements Mitigation Measure #MM4.8-7 from the Lent Ranch Marketplace Final EIR</i></p>	MMRP	Continuous	No Change
MM26	<p>In the event artifacts or unusual amounts of stone, bone, or shell are uncovered during excavation and grading operations, all construction activity shall cease until a qualified archeologist can be consulted to determine the extent and importance of the find and recommend appropriate mitigation. Any artifacts uncovered shall be recorded and removed for storage at a location to be determined by the archeologist.</p> <p>If human remains are discovered, all work must stop in the immediate vicinity of the find, and the County Coroner must be notified, according to Section 7050.5 of the California Health and Safety Code. If the remains are Native American, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendent. The descendent will then recommend to the landowner appropriate disposition of the remains and any grave goods. <i>This condition of approval implements Mitigation Measure #MM4.10-1(a and b) from the Lent Ranch Marketplace Final EIR</i></p>	MMRP	Continuous	No Change
MM27	<p>Taller growing trees and/or shrubs shall be planted along the borders of the project site where the project will interface with planned development in the Southpointe project and existing agricultural uses. The use of this material will screen the project from these uses and minimize the potential for light and glare impacts. <i>This condition of approval implements Mitigation Measure #MM4.11-(a) from the Lent Ranch Marketplace Final EIR</i></p>	MMRP	Continuous	No Change

#	Condition	Applicability	Status	Proposed Action Relative to SPA
MM28	All parking lot pole lights and streetlights shall be fully hooded and back shielded to reduce the light "spillage" and glare. To the extent feasible, lighting shall not exceed an illumination of a one foot-candle standard. <i>This condition of approval implements Mitigation Measure #MM4.11-(b) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change
MM29	Non-glare glass shall be used in all commercial buildings to minimize and reduce impacts from glare. Office buildings, shall be oriented so that the reflection of sunlight is minimized. <i>This condition of approval implements Mitigation Measure #MM4.11-(c) from the Lent Ranch Marketplace Final EIR</i>	MMRP	Continuous	No Change

##

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
ADOPTING AMENDMENTS TO THE LENT RANCH SPECIAL PLANNING AREA;
APPROVING A DISTRICT DEVELOPMENT PLAN & REVIEW (AMENDMENT TO
THE DISTRICT DEVELOPMENT PLAN) AND CONDITIONAL USE PERMIT FOR THE
OUTLET COLLECTION AT ELK GROVE**

**PROJECT, #EG-14-012
APN: 134-1010-001**

WHEREAS, on June 27, 2001, the City Council certified the Environmental Impact Report (EIR, State Clearinghouse No. 1997122002) for the Lent Ranch Marketplace Project and adopted the Lent Ranch Special Planning Area, which provided for the development of a regional mall and surrounding retail, office, and entertainment development; and

WHEREAS, on September 5, 2001, the City Council adopted a Development Agreement Between the City of Elk Grove and M&H Realty Partners, Elk Grove Town Center, L.P., ET AL., for the Lent Ranch Marketplace Project (the “2001 Development Agreement”); and

WHEREAS, on July 11, 2007 the City Council adopted an Agreement Regarding the Regional Mall, Fees, and Infrastructure with Elk Grove Town Center, LP regarding the regional mall; and

WHEREAS, said Agreement Regarding the Regional Mall, Fees, and Infrastructure was subsequently amended on November 14, 2007; and

WHEREAS, on July 11, 2007, the City Council approved a Development Plan Review for the Regional Mall site (District A) of, and pursuant to, the Lent Ranch Special Planning Area, referred to as the Elk Grove Promenade, file EG-05-878; and

WHEREAS, on September 28, 2007 the City Council approved a Development Plan Review for the anchor stores in District A; and

WHEREAS, on October 4, 2007 the City Council approved a Development Plan Review for the cinema building in District A; and

WHEREAS, the Planning Division of the City of Elk Grove received an application on April 11, 2014 from Elk Grove Town Center, LP (the “Applicant”) requesting an amendment to the approved District Development Plan for the Regional Mall site (District A) of the Lent Ranch Special Planning Area (the “Project”); and

WHEREAS, the proposed Project is located on real property in the incorporated portions of the City of Elk Grove more particularly described as APN 134-1010-001; and

WHEREAS, the Application to amend the approved District Development Plan for the Regional Mall included a restructuring of the development into phases and from a “traditional” mall to an “outlet” mall; and

WHEREAS, the design of the proposed Project does not include some of the store elements required in the 2001 Development Agreement; and

WHEREAS, sections 19 through 22 of the 2001 Development Agreement provides provisions for determining default on the part of an individual developer party; and

WHEREAS, on August 15, 2014, Elk Grove Town Center, LP was served with a Notice of Default pursuant to section 22 of the 2001 Development Agreement; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act; and

WHEREAS, the Project is located within the Lent Ranch Special Planning Area for which an EIR (State Clearinghouse No. 1997122002) was prepared and certified July 2001; and

WHEREAS, California Environmental Quality Act (CEQA) Guidelines section 15162 identifies that when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless then lead agency (the City) determines, on the basis of substantial evidence in light of the whole record, one or more substantial change in the project, circumstances, or information (as defined in the section) have occurred; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 18, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting; and

WHEREAS, the City Council held a duly noticed public hearing on October 8, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby find that no further environmental review is required under the California Environmental Quality Act for the Outlet Collection at Elk Grove Project (EG-14-012) pursuant to State CEQA Guidelines section 15162 based upon the following finding:

California Environmental Quality Act (CEQA)

Finding: No further environmental review is required under the California Environmental Quality Act pursuant to State CEQA Guidelines section 15162.

Evidence: The City has reviewed the Project and analyzed it based upon the provisions in section 15162 of the State CEQA Guidelines. As described in the Project description, the Project will modify the format of the Regional Mall from a “traditional” mall to an “outlet” concept, but the configuration of the Project will be within the development parameters analyzed under the 2001 EIR for the Lent Ranch SPA. Specifically, the EIR identified a total leasable area of 1,300,000 square feet for District A and the Project proposes a first phase of approximately 775,000 total square feet with 689,000 being gross leasable area, or approximately 53-percent of the total allowed gross leasable area. Phase 2 has not been proposed for development as part of the project description, but will be required to fall within the approved uses and total development potential of the SPA that were analyzed in the 2001 EIR. The characteristics of the Phase 2 area are undefined and subject to speculation and, pursuant to CEQA Guidelines section 15145, cannot be further analyzed at this time. The proposed wireless telecommunication facilities (through the conditional use permit) will be within the core development area and are design consistent with the maximum height and density/intensity of development otherwise allowed in the District. Therefore, there are no substantial changes in the Project from that analyzed in the 2001 EIR and no new significant environmental effects, or substantial increase in the severity of previously identified significant effects. No new information of substantial importance has been identified.

Further, since no changes to the EIR are necessary to support the Project, the City is not required to prepare an Addendum to the EIR as required by State CEQA Guidelines Section 15164. Therefore, the prior EIR is sufficient to support the Project and no further environmental review is required.

AND, BE IT FURTHER RESOLVED, that the City Council of the City of Elk Grove hereby approves the Regional Mall District Development Plan & Review (amendment to the District Development Plan) and the Conditional Use Permit for the Outlet Collection at Elk Grove Project (EG-14-012), as described and illustrated in Exhibits A and B, subject to the conditions of approval provided in Exhibit C, incorporated herein by this reference, and based upon the following findings, stipulating that the approvals are not effective until the effective date of the amendments to the Lent Ranch Special Planning Area (Ordinance No. _____)

Regional Mall District Development Plan & Review

Finding #1: The proposed Project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, including the Lent Ranch SPA, and improvement standards adopted by the City.

Evidence: The proposed Project has been reviewed for consistency with the goals and policies of the General Plan. The Land Use Element requires new development to be of high quality, attractive, and functional design. The proposed Outlet Collection at Elk Grove Project consists of approximately 775,000 square foot regional mall with an additional Phase 2 area, designed consistent with the development standards

established by the Lent Ranch SPA, including building heights, setbacks, parking, and floor area ratio. The Project is planned in a cohesive manner, which will result in a high quality, unique regional mall that provides efficient and functional vehicle and pedestrian access. All public improvements are designed and/or constructed to City standards.

Finding #2: The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The Lent Ranch SPA identifies the project site as the appropriate location for a future regional mall, and partial construction of 572,368 square feet of retail space has previously occurred under building permits issued by the City. The proposed Elk Grove Promenade project is consistent in scale and square footage to that anticipated within the SPA document. The site has been planned to provide adequate access through the site and onto the adjacent roadways. The proposed uses and future buildings are located within the site to ensure safe and efficient use of the site. The Project has been planned in compliance with applicable development standards and has requested modification of the shading standard in order to ensure onsite security is maintained, consistent with prior City approvals. Approval of the modification would implement the standard as it applies to the proposed Project.

Finding #3: The architecture, including the character, scale and quality of the design, relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior lighting and signing and similar elements establishes a clear design concept and is compatible with the character of buildings on adjoining and nearby properties.

Evidence: The design and character of the proposed Project is in keeping with the scale of the Project site, and will utilize some of the previously approved and partially constructed structures existing on the site. A variety of materials and colors, as demonstrated on the proposed materials board, are proposed for the Project. These materials and colors include a number of earth tones (e.g., greens, browns, and tans) and metal elements found in the historic, agrarian character of the community. The proposed signage scheme compliments the building architecture and is appropriate for the scale, location, and character of the development.

Finding #4: The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The Project has been designed to provide adequate access through the site and onto the adjacent public roadways. The proposed uses and future buildings are located within the site to ensure safe and efficient use of the site. The revisions to the internal ring road and other circulation changes have been reviewed by the Public Works Department and no conflicts have been identified. Pedestrian circulation into and interior to the site has been appropriately designed through the use of covered walkways, dedicated pedestrian corridors through the parking areas, and gathering

spaces. Bicycle access from the public right-of-way is provided to the core development area and several bicycle parking areas are identified.

Conditional Use Permit – Wireless Telecommunication Facility

Finding #1: The proposed use is consistent with the General Plan and all applicable provisions of the Zoning Code and the Lent Ranch Special Planning Area.

Evidence: The proposed wireless facilities comply with the General Plan and development standards for site design, safety design, location, lighting, landscaping, and design/finish. The proposed tower structures, which will house the facilities, will increase the wireless coverage for residents and people traveling through the City. The proposed towers will screen the facilities from public view and integrate them into the surrounding proposed built environment. Additionally, the ground equipment will be housed within the tower.

Finding #2: The establishment, maintenance or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use, or the general welfare of the City.

Evidence: The proposed facility would be constructed in compliance with the Uniform Building Code, Public Utilities Commission of the State of California, and the Federal Communication Commission regulations. The proposed towers will screen the facilities from public view and integrate them into the surrounding proposed built environment. Additionally, the ground equipment will be housed within the tower. The towers will be located more than 550 feet from SR-99 and more than 450 feet from Promenade Parkway, integrated with the approved development plan. As such, it will not be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area.

Finding #3: The establishment or expansion of the facility demonstrates a reasonable attempt by the Applicant to minimize stand-alone facilities.

Evidence: The proposed Project would provide multiple locations for colocation of wireless telecommunication facilities that are integrated with surrounding development. Each tower would accommodate up to three providers. Therefore, the Applicant has demonstrated an attempt to minimize future stand-alone facilities.

Finding #4: All applicable development standards in EGMC Section 23.94.050 have been met; or, if the application includes a request for an exception to those standards, then the approving body finds that lack of compliance with the development standards would not create adverse visual, noise, or aesthetic impacts to adjacent property.

Evidence: The proposed Project satisfies the required development standards with regard to being constructed in compliance with the Uniform Building Code, Public Utilities Commission of the State of California, and the Federal Communication Commission regulations. The proposed design for the facilities provides for co-location of up to three providers on each tower and screening of the facilities by integrating them with the approved architecture for the surrounding development. The Applicant has requested a deviation from the requirements for a description of services and map and narrative description of existing, planned, and proposed services within one mile as the Applicant has not secured tenant agreements with providers. The Project provides the future opportunity to locate services at the site as described in the Project Description and within an otherwise approved development area; therefore, this information is not immediately necessary. The Applicant has also requested to deviate from the maximum height limit for wireless telecommunication towers from 65 feet to 70 feet. This change is minimal and offset by the location of the towers within the center of the development area and the substantial setback from the public right-of-way (over 450 feet). Proposed signage that accompanies the towers would be in keeping with the surrounding uses and not specific to the dual-use of the tower as a wireless telecommunication facility.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 8th day of October 2014.

GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

Exhibit A
The Outlet Collection at Elk Grove (EG-14-012)
Project Description

PROJECT DESCRIPTION

The proposed Project, **The Outlet Collection at Elk Grove**, involves the construction of approximately 775,000 square feet of commercial uses (with up to 689,000 square feet of that being gross leasable area) consistent with the Lent Ranch Special Planning Area (“Lent Ranch SPA”, or “SPA”). This authorization restructures the existing approvals for 1,300,000 square feet (with 1,100,000 square feet of that being gross leasable area) that were provided with the Elk Grove Promenade Project (EG-05-878), including the reuse of approximately 332,000 square feet of previously constructed buildings. Additional development sites (Phase 1B) are contemplated along Promenade Parkway as illustrated in the Project exhibits. The Project reserves a large Phase 2 area at the north end of the site.

The Applicant is proposing to reconstitute the facility from what was approved by the City Council in the summer of 2007 and subsequently partially constructed. Primary, core tenants will be solicited based upon the outlet mall concept, with manufacturer-branded stores selling direct to consumers; however, it will include a number of other shopping, dining, and entertainment opportunities, such as a movie theatre and multiple restaurant spaces.

Regional Mall District Development Plan & Review

Subsequent development of the site shall be consistent with the SPA, as determined by the Planning Director, and with the design package included in Exhibit D. These include the following components:

- Project Perspectives and Schematic Elevations
- Existing & Demolished and Existing & New Building Diagrams
- Site Plan, Pedestrian Circulation, and Phasing Exhibits
- Roofing and Towers Plan
- Pedestrian Cover Diagram
- Example Storefront Conditions
- Materials and Color Board
- Preliminary Signage Plan
- Preliminary Landscaping Plan
- Preliminary Lighting Plan

The Project includes several future pad buildings. These are divided between both the Phase 1 and Phase 2 area. Within the Phase 1 area, these include buildings S, T, U, and V, which are all in the south and eastern ends of the Project. Within the Phase 2 area, five unnamed pad sites are identified. The RM-DPR authorizes development of all

of these pad sites through subsequent Planning Director approval. Subsequent review shall evaluate the proposed architecture of these buildings for consistency and/or compatibility with the approved schematic design for the core development. If substantial changes to the configuration of the pad sites and their surrounding parking areas are proposed, amendment to the RM-DPR may be necessary.

Conditional Use Permit

The Project includes a CUP for up to three wireless telecommunication facilities (cell towers). The facilities would be located within tower elements, measuring between 50 and 70-feet tall, and would be located along the exterior of the core development area at buildings E, H, and K. The architecture would be complementary to the existing buildings. Each tower would be able to accommodate up to three cellular services. The antenna arrays would be screened within the structure and behind architectural paneling and the various equipment components would be located inside the base of the towers. Back-up power for the facilities either would be tied in with one or more backup generators for the center, or may be installed later at the discretion of the cellular provider. In either case, the generator(s) would be located in the service areas of the center, screened from public view and access. Proposed signage that accompanies the towers would be in keeping with the surrounding uses and not specific to the dual-use of the tower as a wireless telecommunication facility.

##

THE OUTLET COLLECTION AT ELK GROVE

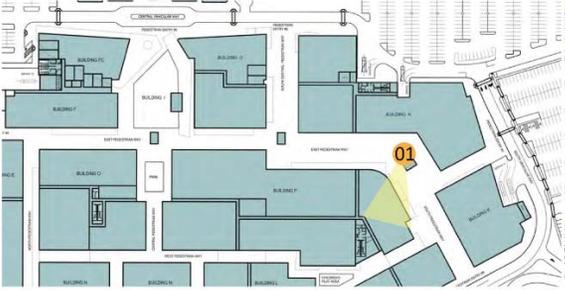
DEVELOPMENT PLAN REVIEW | REVISED SUBMITTAL PACKAGE

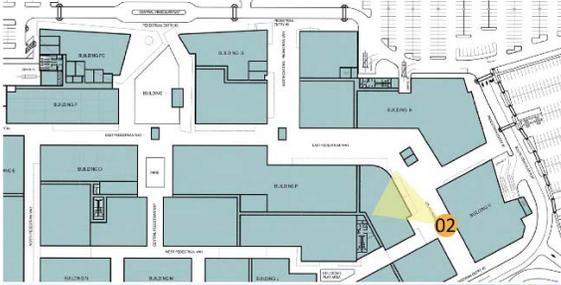
2014 - 08 - 26

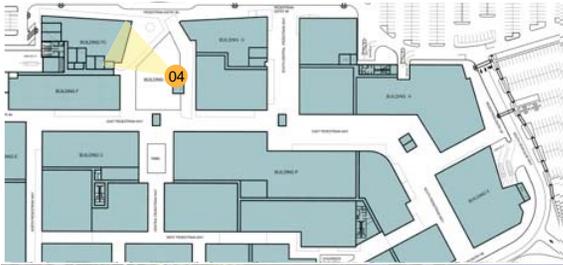


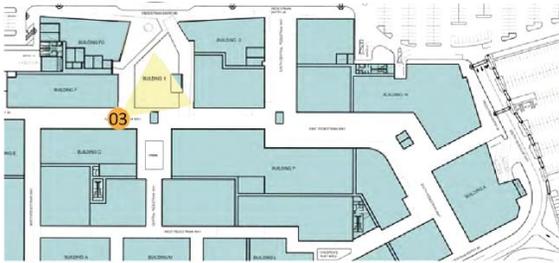
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■ EXISTNG & NEW BUILDING DIAGRAM	5
■ SITE PLAN-PHASE DIAGRAM	6
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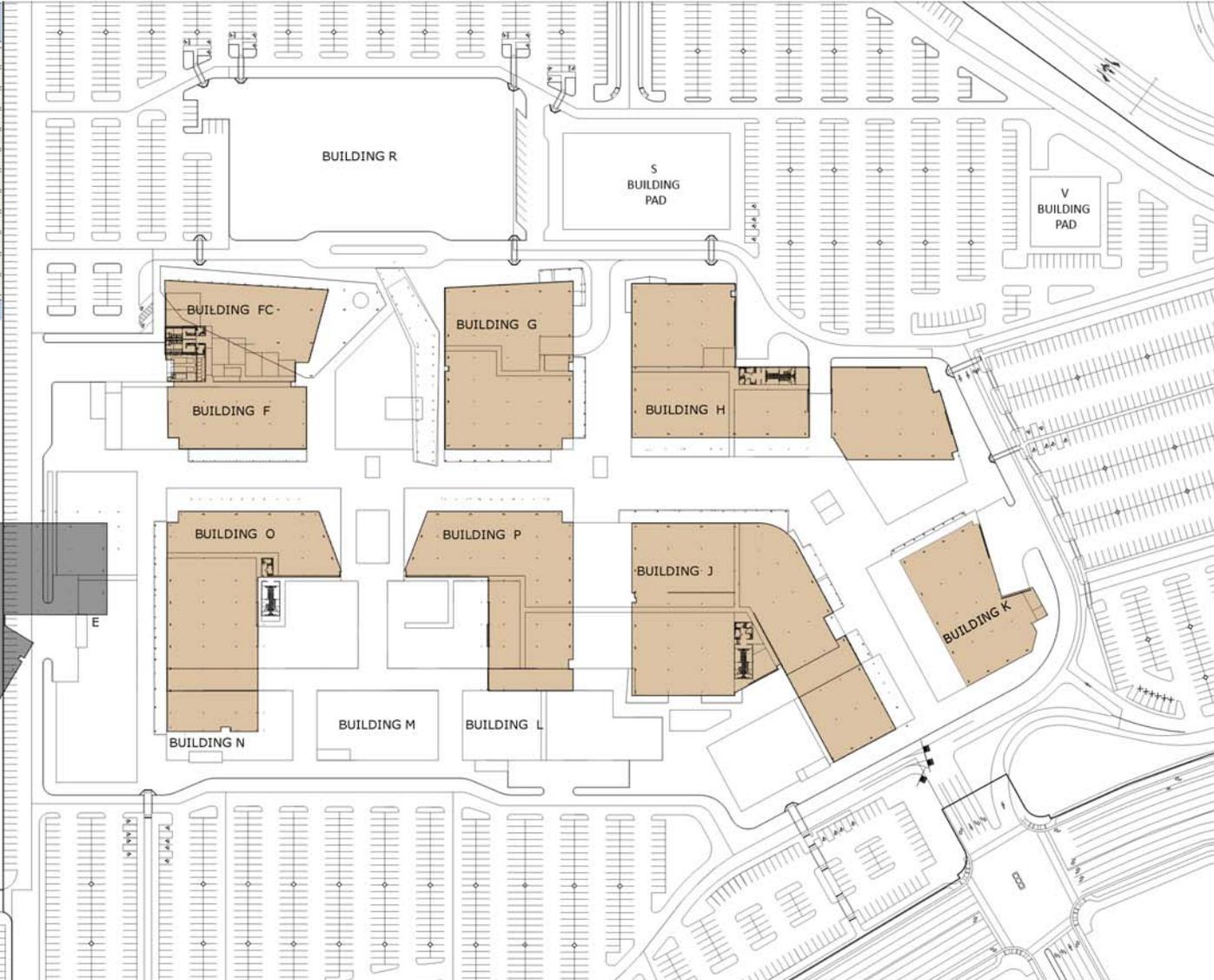
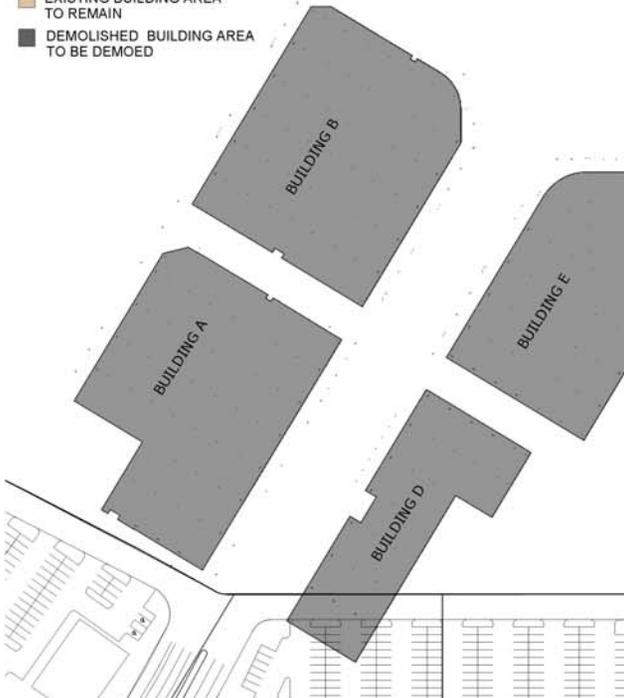




	EXISTING BUILDING (SF)	DEMOED BUILDING AREA(SF)	EXISTING AREA TO REMAIN (SF)
BUILDING_A	65,945	65,945	0
BUILDING_B	65,262	65,262	0
BUILDING_D	34,609	34,609	0
BUILDING_E	62,497	62,497	0
BUILDING_F/FC	71,896	0	71,896
BUILDING_G	38,663	0	38,663
BUILDING_H	58,054	0	58,054
BUILDING_J	68,105	3,504	64,601
BUILDING_K	22,633	0	22,633
BUILDING_O	45,454	3,710	41,744
BUILDING_P	38,309	3,740	34,569
BUILDING_PUMP HOUSE	941	941	
TOTAL	572,368	240,208	332,160

*AREAS SHOW GROSS BUILDING AREAS

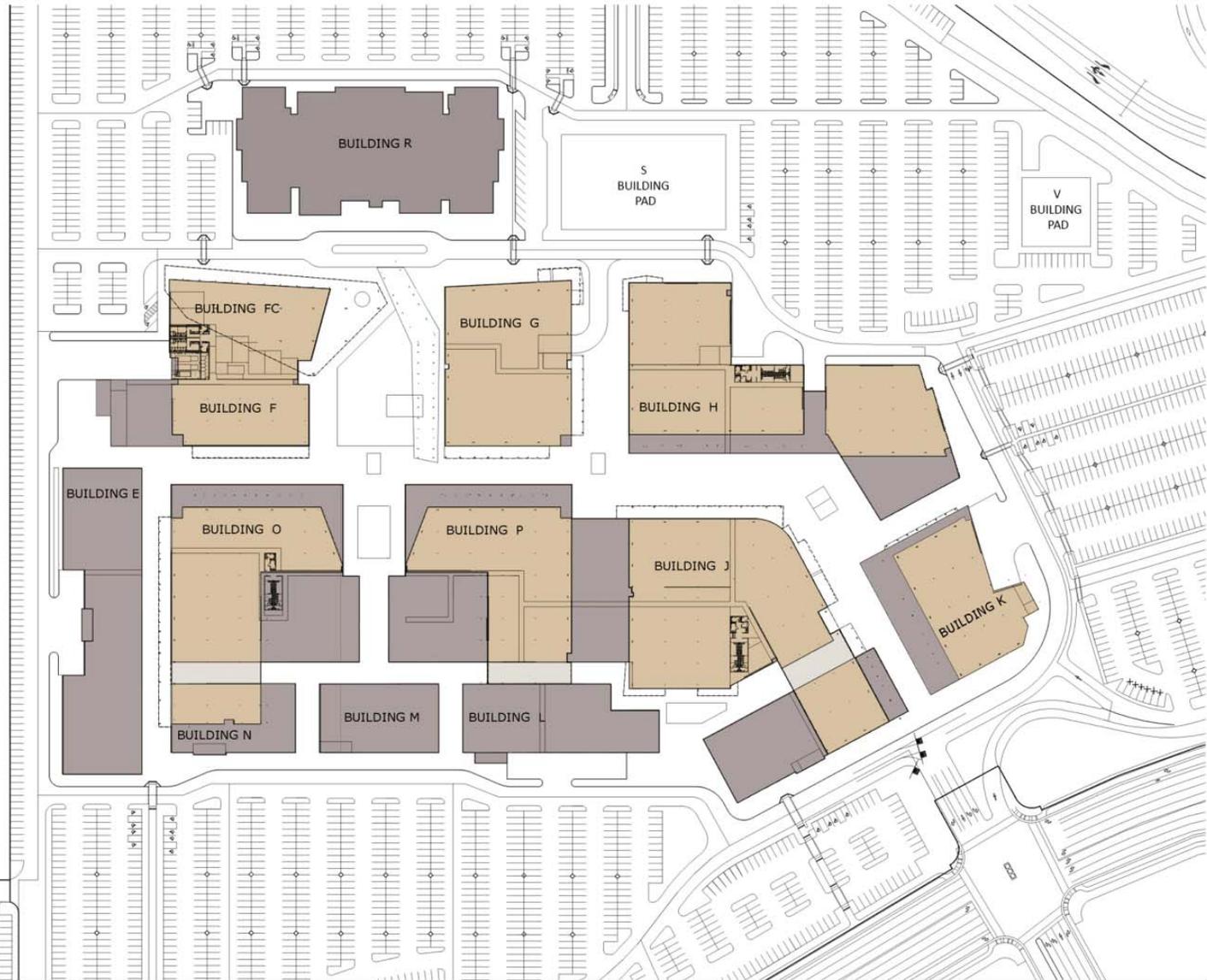
- EXISTING BUILDING AREA TO REMAIN
- DEMOLISHED BUILDING AREA TO BE DEMOED

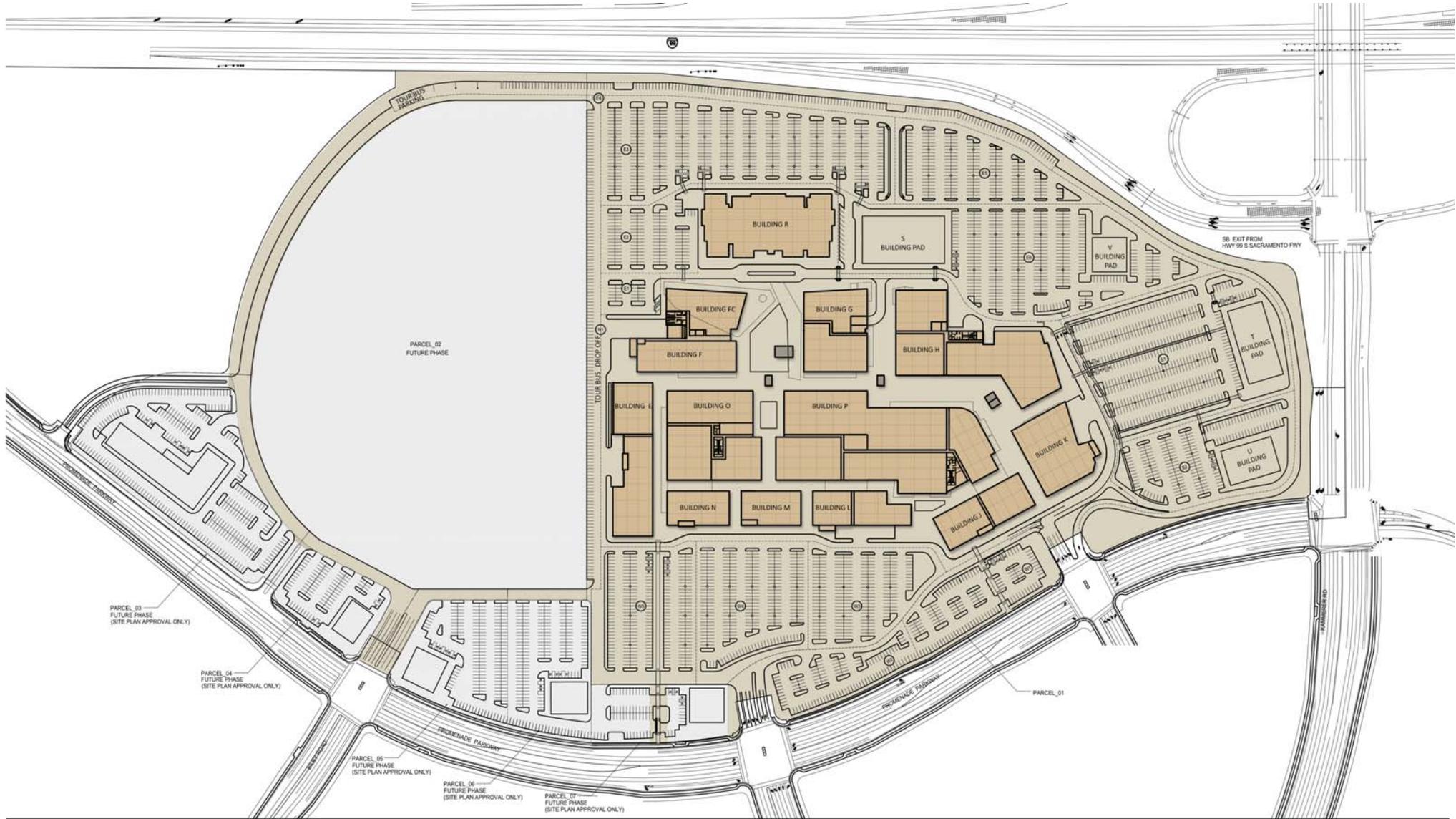


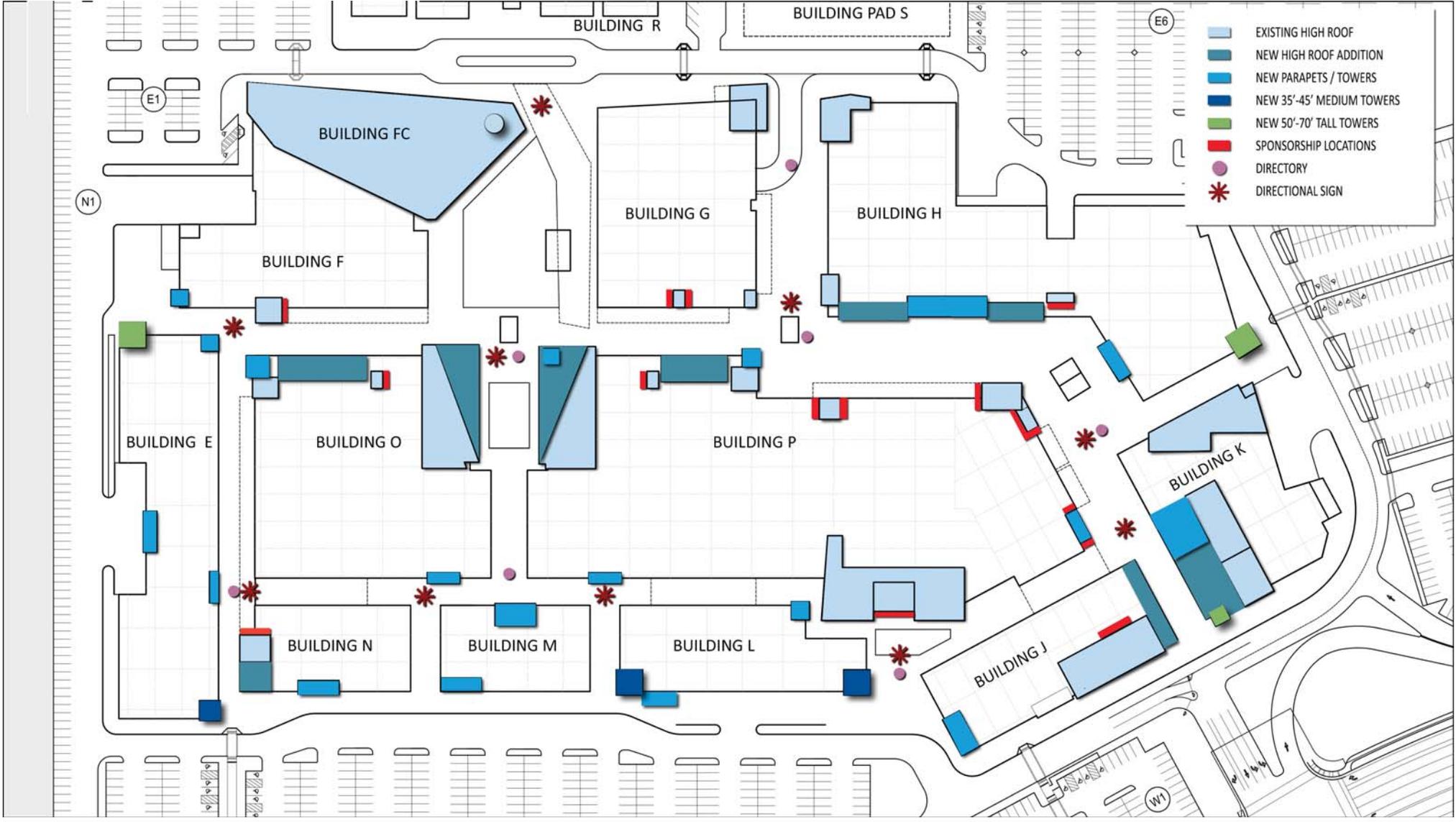
	EXISTING AREA TO REMAIN (SF)	NEW BUILDING (SF)	TOTAL (SF)
BUILDING_E	0	42,212	42,212
BUILDING_F/FC	71,896	8,963	80,859
BUILDING_G	38,663	0	38,663
BUILDING_H	58,054	18,445	76,499
BUILDING_I	0	3,664	3,664
BUILDING_J	64,601	17,294	81,895
BUILDING_K	22,633	11,145	33,778
BUILDING_L	0	24,055	24,055
BUILDING_M	0	15,675	15,675
BUILDING_N	6,809	9,655	16,464
BUILDING_O	34,935	22,375	57,310
BUILDING_P	34,569	41,377	75,946
BUILDING_R	0	60,112	60,112
SUB TOTAL	332,160	274,972	607,132
BUILDING_PAD_S	-	80,000	80,000
BUILDING_PAD_T	-	62,238	62,238
BUILDING_PAD_U	-	14,183	14,183
BUILDING_PAD_V	-	9,024	9,024

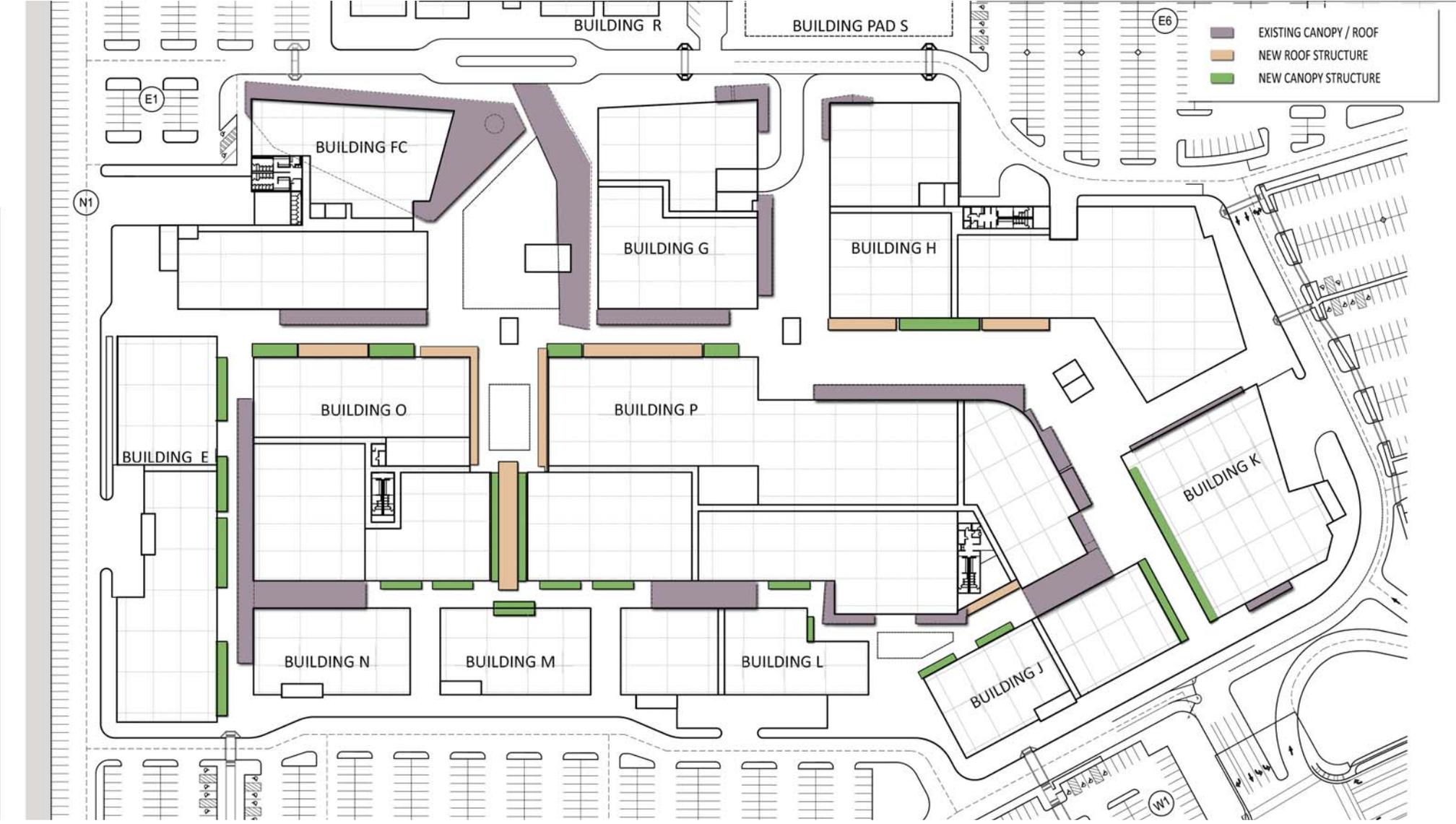
*AREAS SHOW GROSS BUILDING AREAS

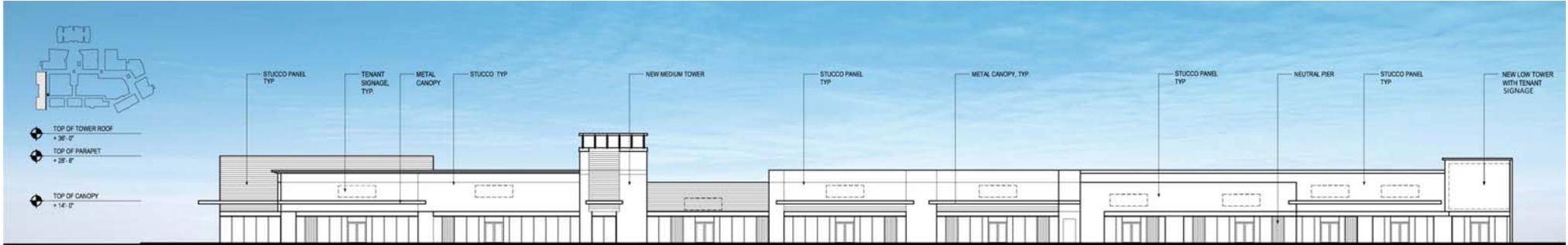
- NEW BUILDING AREA
- EXISTING BUILDING AREA







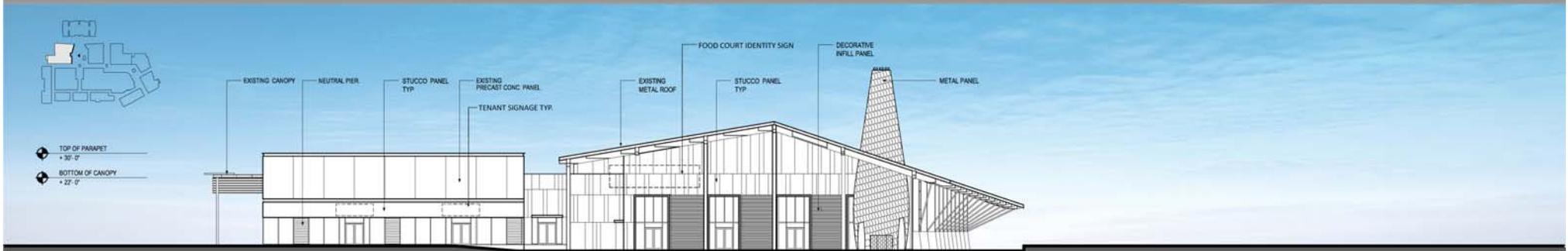




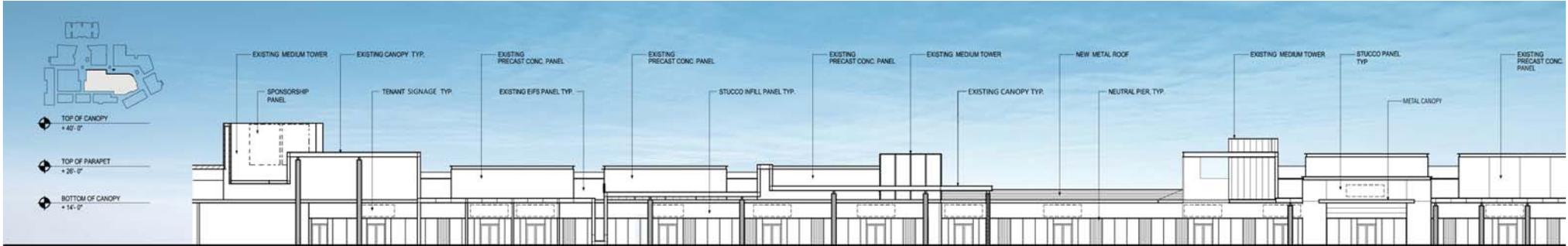
03 OVERALL ELEVATION - BUILDING E
SCALE 1/32" = 1'-0"



02 OVERALL ELEVATION - BUILDING H
SCALE 1/32" = 1'-0"



01 OVERALL ELEVATION - BUILDING FC
SCALE 1/32" = 1'-0"



03 OVERALL ELEVATION - BUILDING P
SCALE 1/32" = 1'-0"



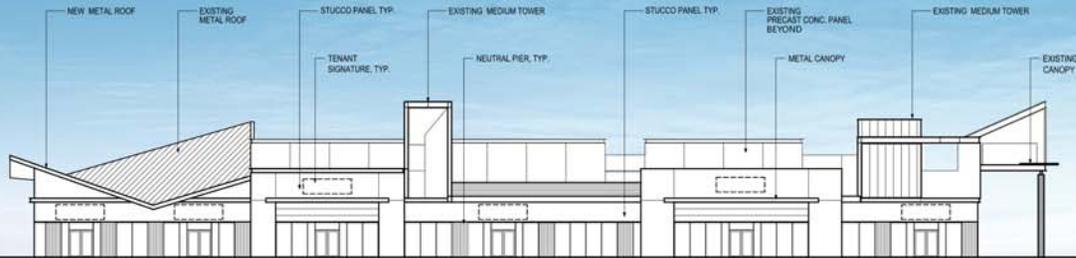
02 OVERALL ELEVATION - BUILDING J
SCALE 1/32" = 1'-0"



01 OVERALL ELEVATION - BUILDING P
SCALE 1/32" = 1'-0"



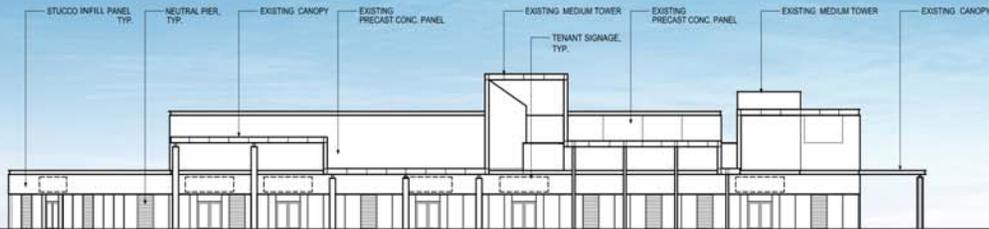
- TOP OF ROOF
+ 35'-0"
- TOP OF PARAPET
+ 22'-0"
- BOTTOM OF CANOPY
+ 14'-0"



03 OVERALL ELEVATION - BUILDING G
SCALE 1/32" = 1'-0"



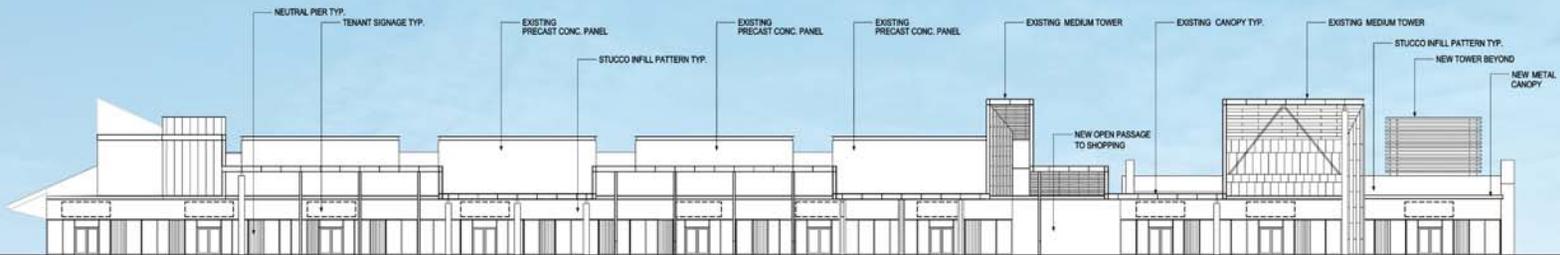
- TOP OF PARAPET
+ 30'-0"
- BOTTOM OF CANOPY
+ 14'-0"



02 OVERALL ELEVATION - BUILDING G
SCALE 1/32" = 1'-0"



- TOP OF CANOPY
+ 39'-0"
- TOP OF PARAPET
+ 30'-0"
- BOTTOM OF CANOPY
+ 14'-0"



01 OVERALL ELEVATION - BUILDING N & O
SCALE 1/32" = 1'-0"



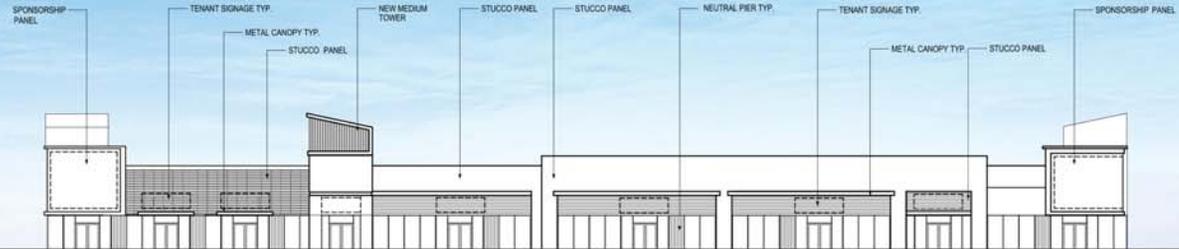
- ◆ TOP OF CANOPY + 49'-0"
- ◆ TOP OF PARAPET + 25'-0"
- ◆ BOTTOM OF CANOPY + 14'-0"



03 OVERALL ELEVATION - BUILDING N
SCALE 1/32" = 1'-0"



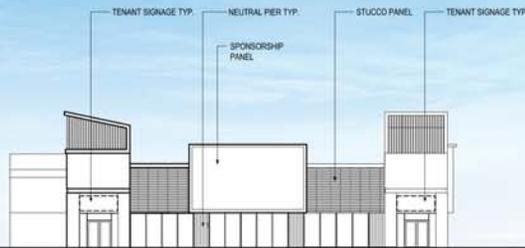
- ◆ TOP OF TOWER ROOF + 35'-0"
- ◆ TOP OF PARAPET + 24'-0"
- ◆ BOTTOM OF CANOPY + 14'-0"



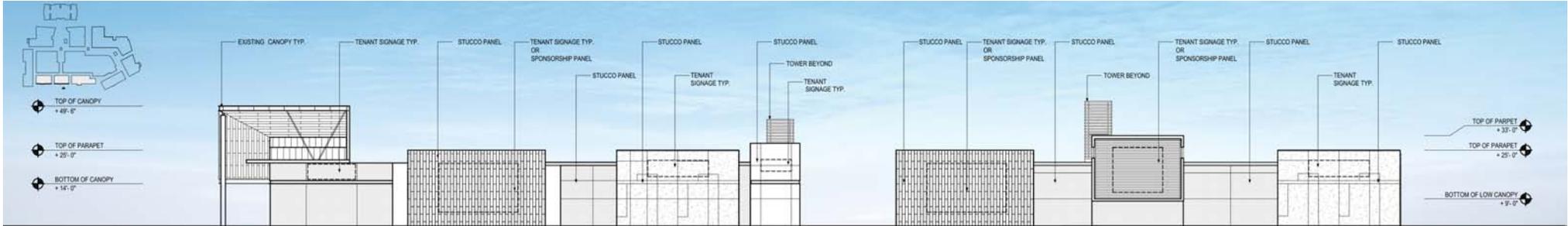
02 OVERALL ELEVATION - BUILDING L
SCALE 1/32" = 1'-0"



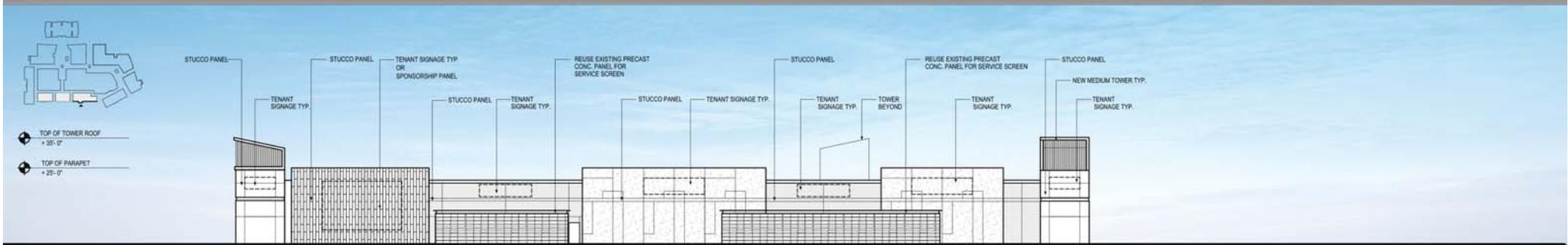
- ◆ TOP OF TOWER ROOF + 35'-0"
- ◆ TOP OF PARAPET + 25'-0"



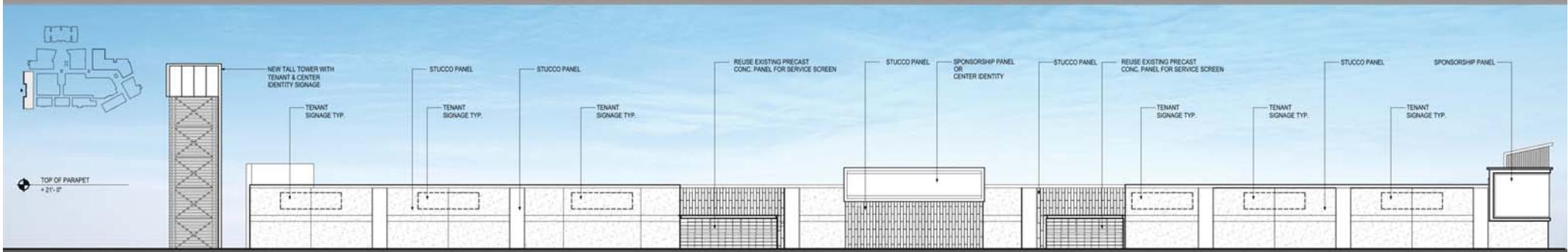
01 OVERALL ELEVATION - BUILDING L
SCALE 1/32" = 1'-0"



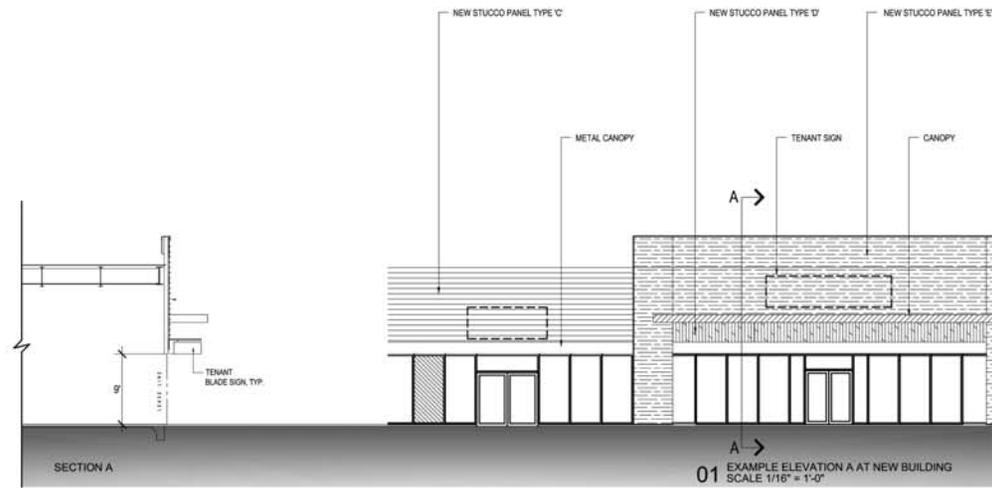
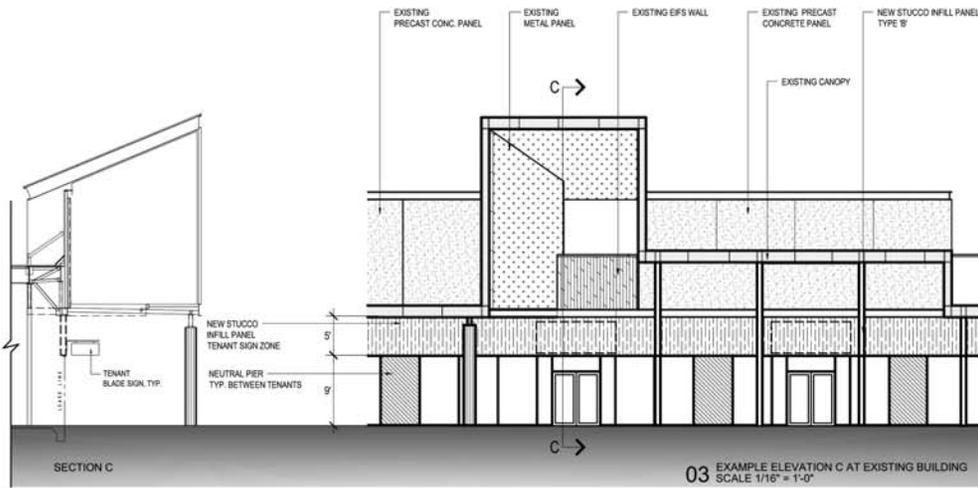
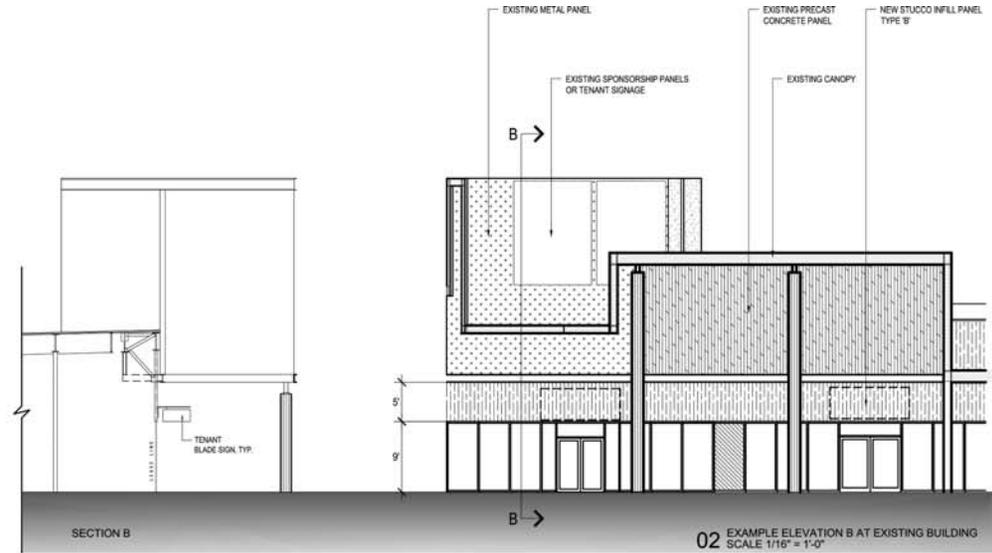
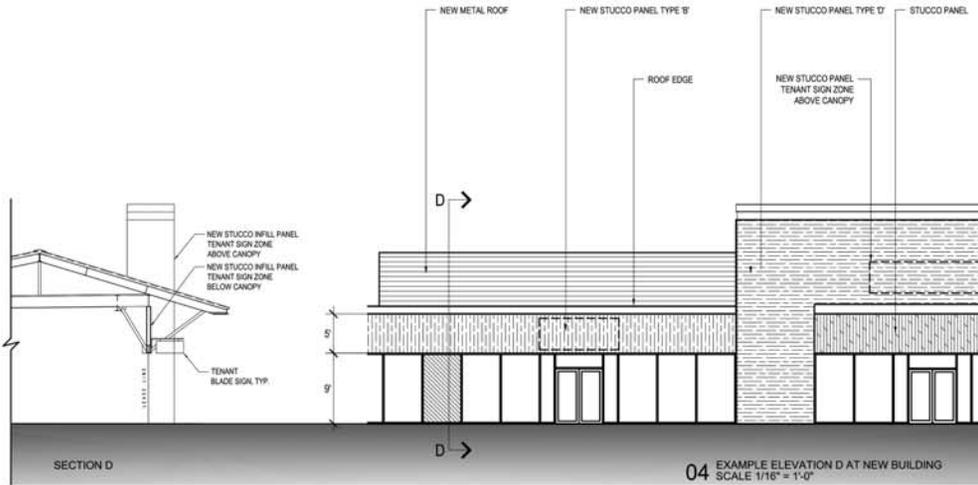
02 OVERALL ELEVATION - BUILDING N.M.
SCALE 1/32" = 1'-0"

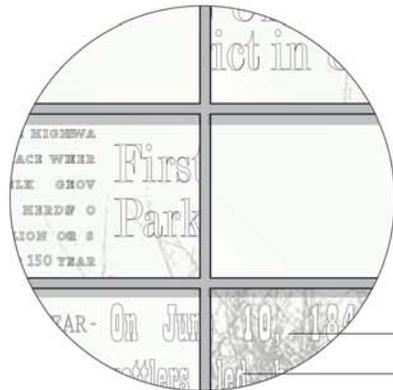


01 OVERALL ELEVATION - BUILDING L.
SCALE 1/32" = 1'-0"



01 OVERALL ELEVATION - BUILDING E.
SCALE 1/32" = 1'-0"





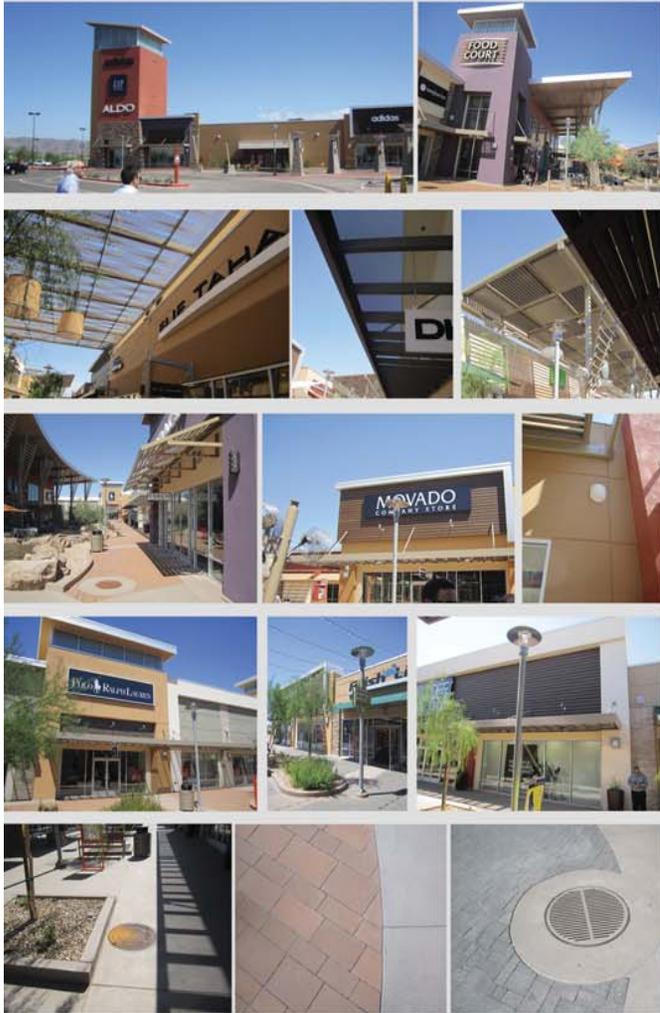
3M GRAPHIC PRINT

APPLIED OPAQUE VINYL



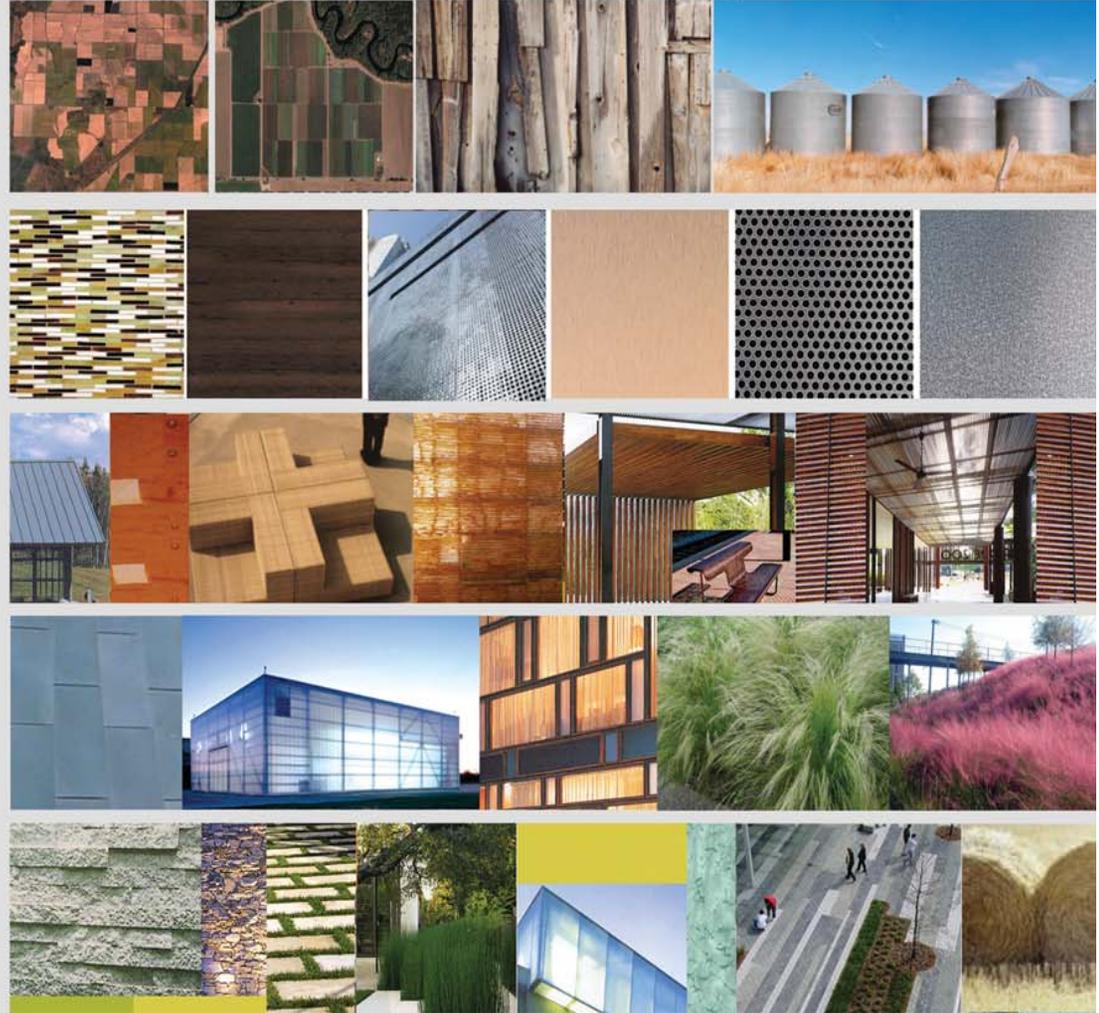
**Food Court graphic will be provided. Final location, configuration and installation method to be determined during design.

OUTLET CENTER PRECEDENTS

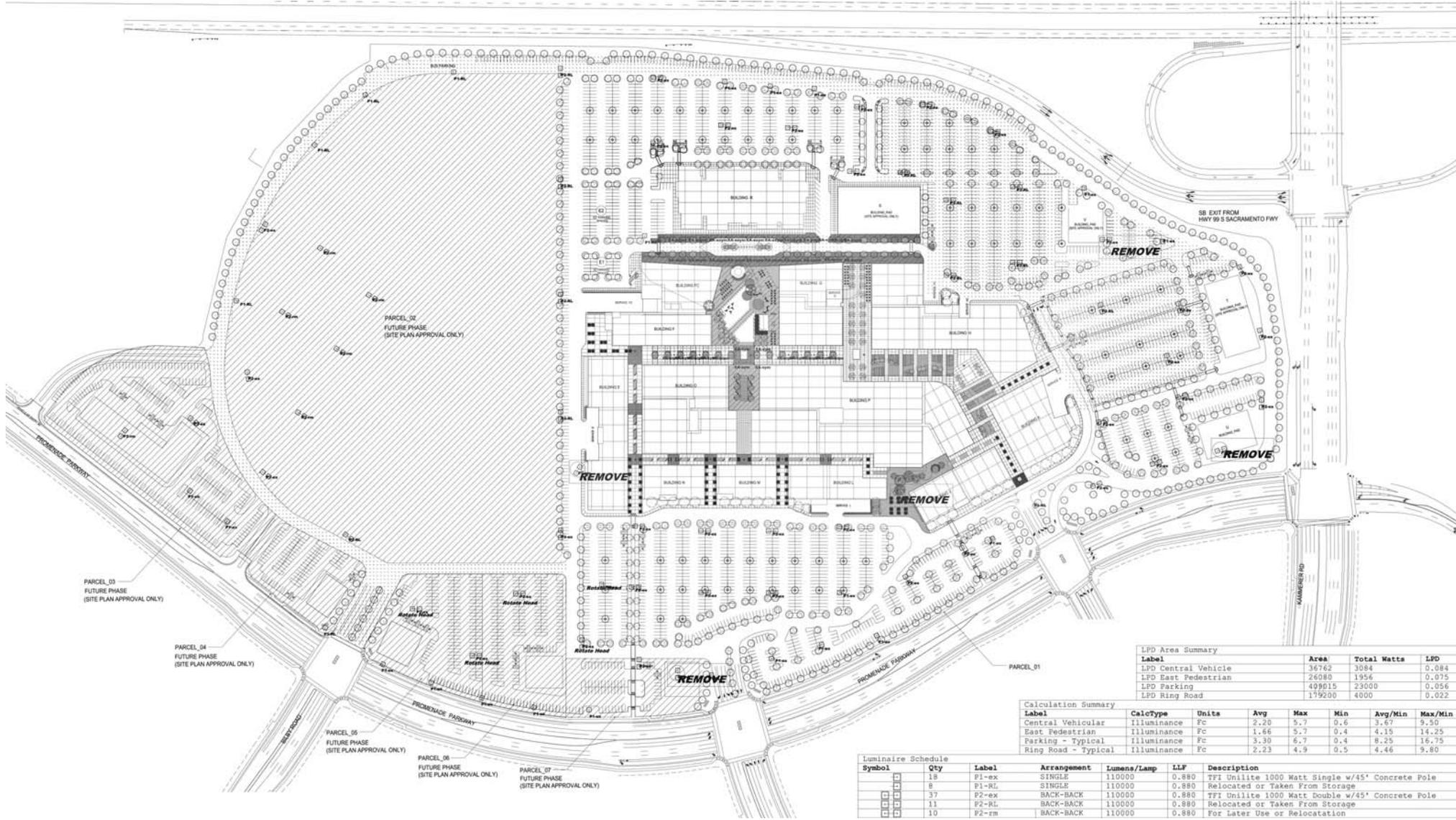


CONCEPT COLOR AND MATERIAL PALETTE

The conceptual imagery as shown represents a base color and material palette upon which the final palette will be layered. The Outlet Center branding element, which has yet to be determined, will also be blended with the concept as shown below. The built images represent how the conceptual materials will potentially applied in the final design.



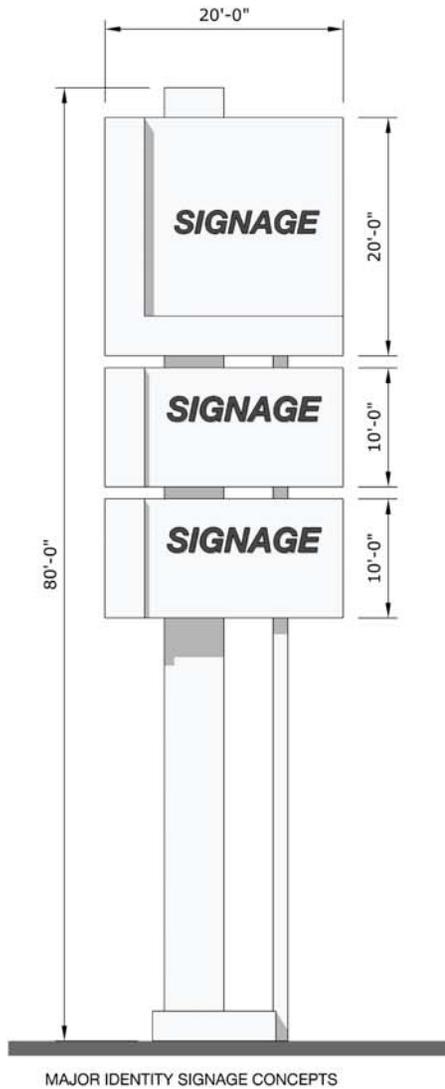




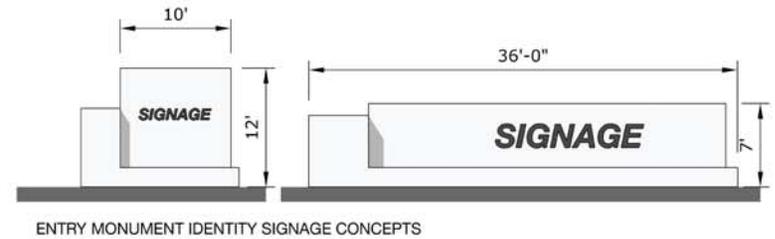
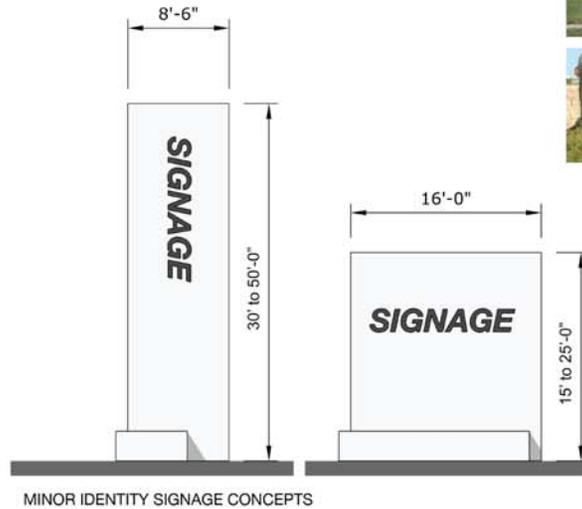
LPD Area Summary			
Label	Area	Total Watts	LPD
LPD Central Vehicle	36762	3084	0.084
LPD East Pedestrian	26080	1956	0.075
LPD Parking	409015	23000	0.056
LPD Ring Road	179200	4000	0.022

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Central Vehicular	Illuminance	Fc	2.23	5.7	0.6	3.67
East Pedestrian	Illuminance	Fc	1.66	5.7	0.4	4.15
Parking - Typical	Illuminance	Fc	3.30	6.7	0.4	8.25
Ring Road - Typical	Illuminance	Fc	2.23	4.9	0.5	4.46

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Lumens/Lamp	LLF	Description
□	18	P1-ex	SINGLE	110000	0.880	TFI Unilite 1000 Watt Single w/45' Concrete Pole
□	8	P1-RL	SINGLE	110000	0.880	Relocated or Taken From Storage
□	37	P2-ex	BACK-BACK	110000	0.880	TFI Unilite 1000 Watt Double w/45' Concrete Pole
□	11	P2-RL	BACK-BACK	110000	0.880	Relocated or Taken From Storage
□	10	P2-RL	BACK-BACK	110000	0.880	For Later Use or Relocation



* ALL SIGNAGE AS SHOWN REPRESENTS A CONCEPTUAL CONFIGURATION AND IS SUBJECT TO CHANGE AS THE DESIGN EVOLVES AND WILL BE CONSISTENT WITH THE ARCHITECTURAL DESIGN.





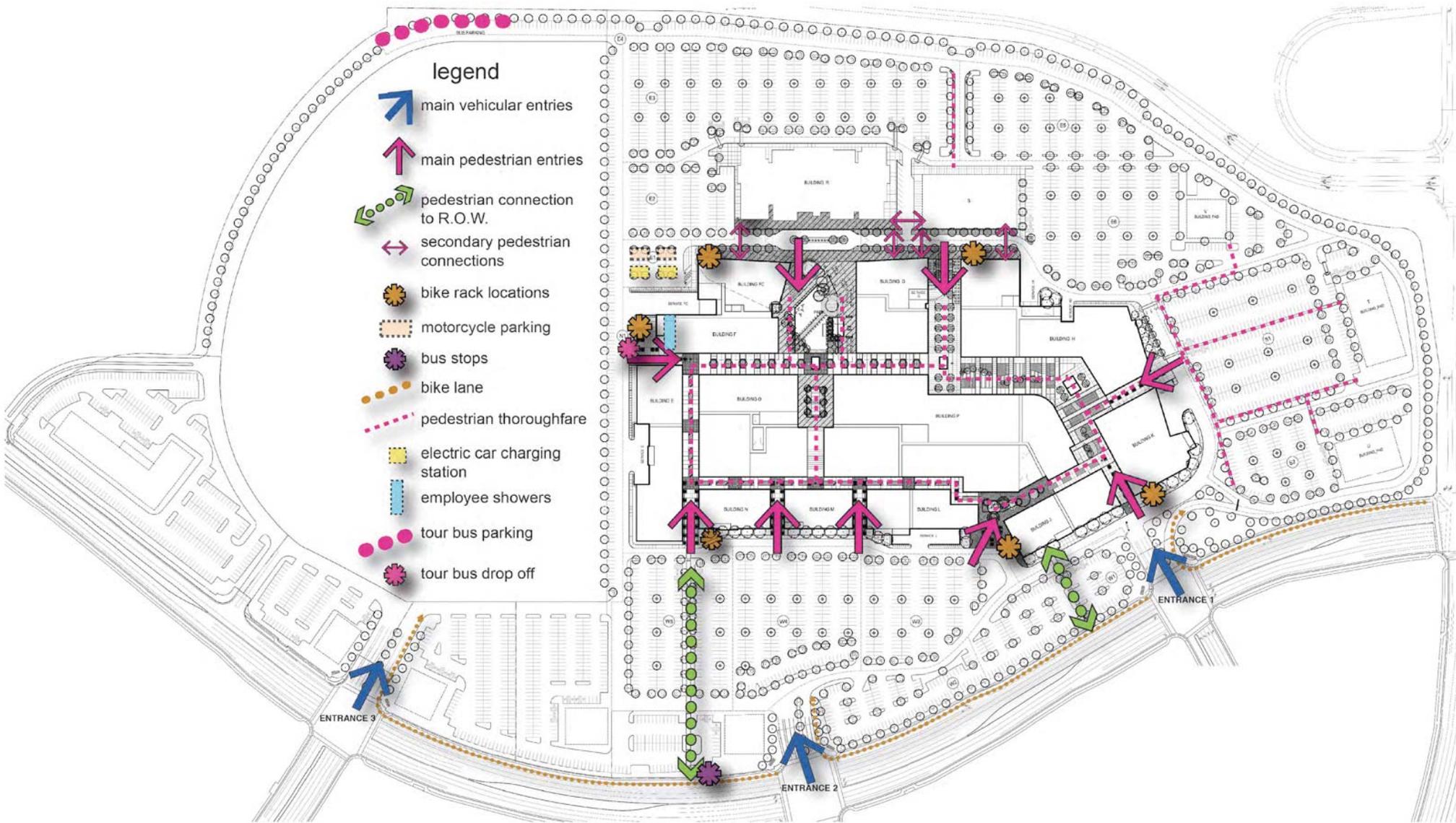


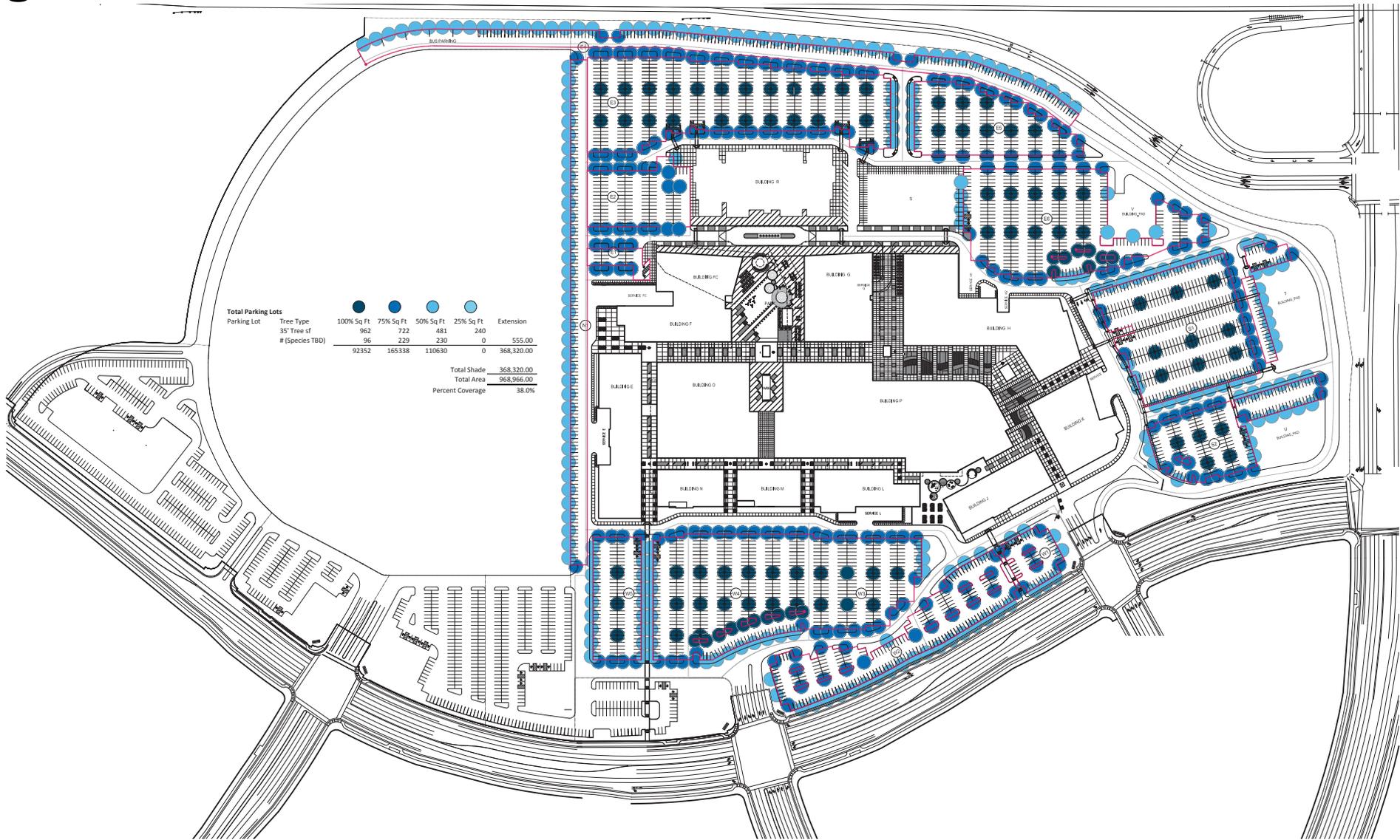






Note: Project shall comply with the requirements of EGMC Chapter 14.10 – Water Efficient Landscape Requirements.







FRUITLESS OLIVE
Olea europaea



COASTAL LIVE OAK
Quercus agrifolia



GINKGO
Ginkgo biloba



GREEN ASH
Fraxinus pennsylvanica



HOLLY OAK
Quercus ilex



APTOS BLUE REDWOOD
Sequoia sempervirens 'Aptos Blue'



CHASTETREE
Vitex agnus-castus



CALIFORNIA FAN PALM
Washingtonia filifera



FRONTIER ELM
Ulmus carpinifolia x parvifolia



JAPANESE MAPLE
Acer palmatum



JAPANESE ZELKOVA
Zelkova serrata



LONDON PLANE TREE
Platanus x acerifolia



AZTEC GRASS
Liriope muscari 'Aztec'



GULF MUHLY
Muhlenbergia capillaris



PINK PAINTBRUSH GRASS
Melinis nerviglumis



MEXICAN FEATHER GRASS
Nassella tenuissima



MICANTHUS
Miscanthus sinensis gracilimus



LIROPE
Liriope muscari



BARREL CACTUS
Ferrocactus cylindraceus



BLUE AGAVE
Agave tequilana



RED YUCCA
Hesperaloe parviflora



SOFTLEAF YUCCA
Yucca pendula



SOTOL
Dasyllirion wheeleri



WHALE TONGUE AGAVE
Agave ovatifolia



AGAPANTHUS
Agapanthus africanus



KNOCKOUT ROSE
Rosa sp.



LAVENDER
Lavendula sp.



BUTTERFLY IRIS
Diets bicolor



OLEANDER
Nerium oleander



FLAX
Phormium sp.



ROSEMARY
Rosmarinus officinalis



CAMELLIA
Camellia sinensis



EDWARD GROUCHER ABELIA
Abelia x grandiflora 'Edward Groucher'



FORTNIGHT LILY
Diets vegeta



INDIAN HAWTHORN 'CLARA'
Raphiolepis indica 'Clara'



SONOMA MANZANITA BUSH
Arctostaphylos 'Sonoma Manzanita'



GAZANIA
Gazania sp.



WESTRINGIA
westringia eremicola



LANTANA
Lantana camara



HYPERICUM
hypericum perforatum



HUMMINGBIRD SAGE
Salvia spathacea



DWARF GERMANDER
Teucrium chamaedrys 'Nanum'



RED TRUMPET VINE
Distictis buccinatoria



WISTERIA
Wisteria frutescens



CHILEAN JASMINE
Mandevilla laxa



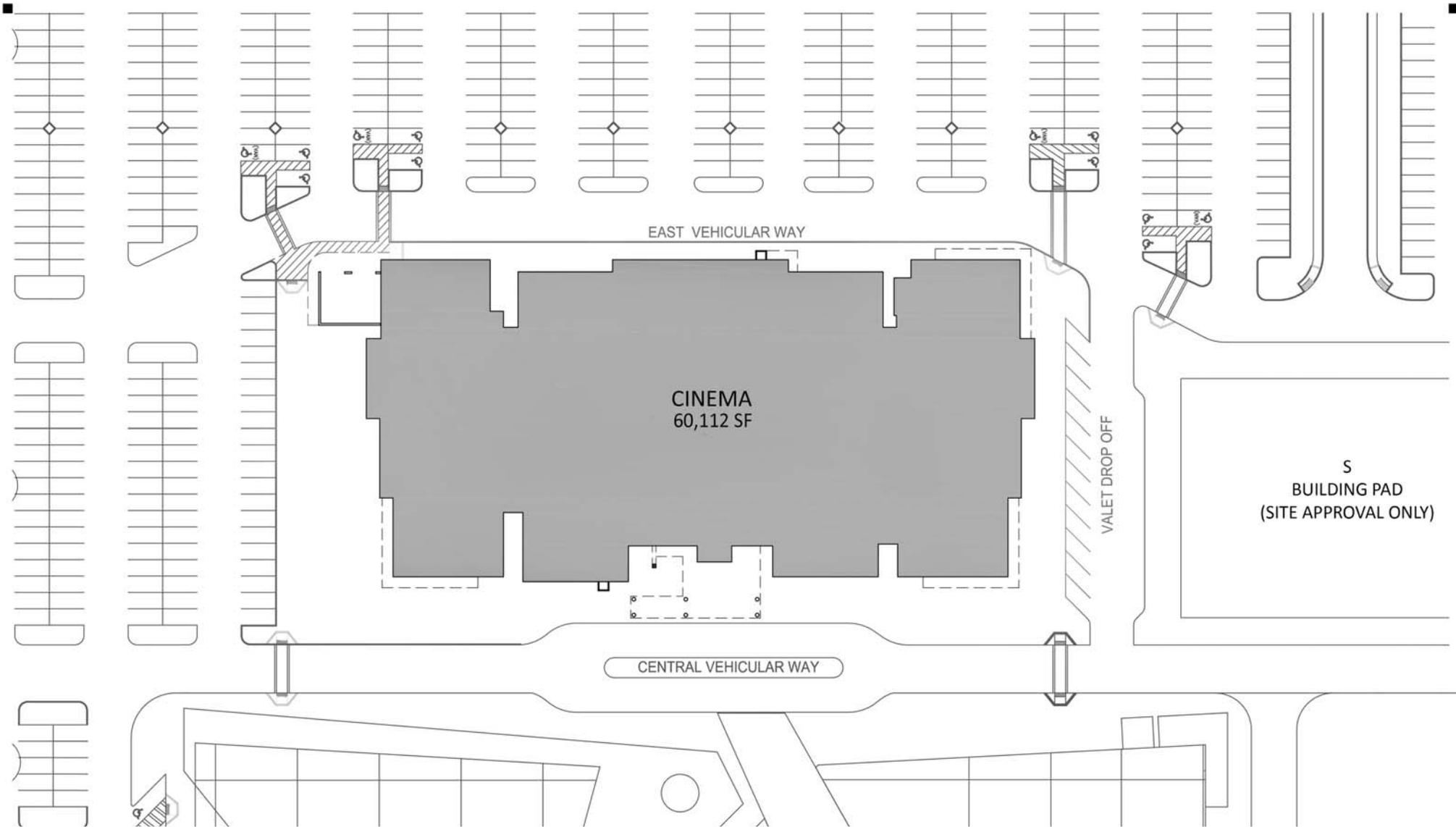
EVERGREEN CLEMATIS
Clematis armandii



BOSTON IVY
Parthenocissus tricuspidata



CALIFORNIA PIPEVINE
Aristolochia californica





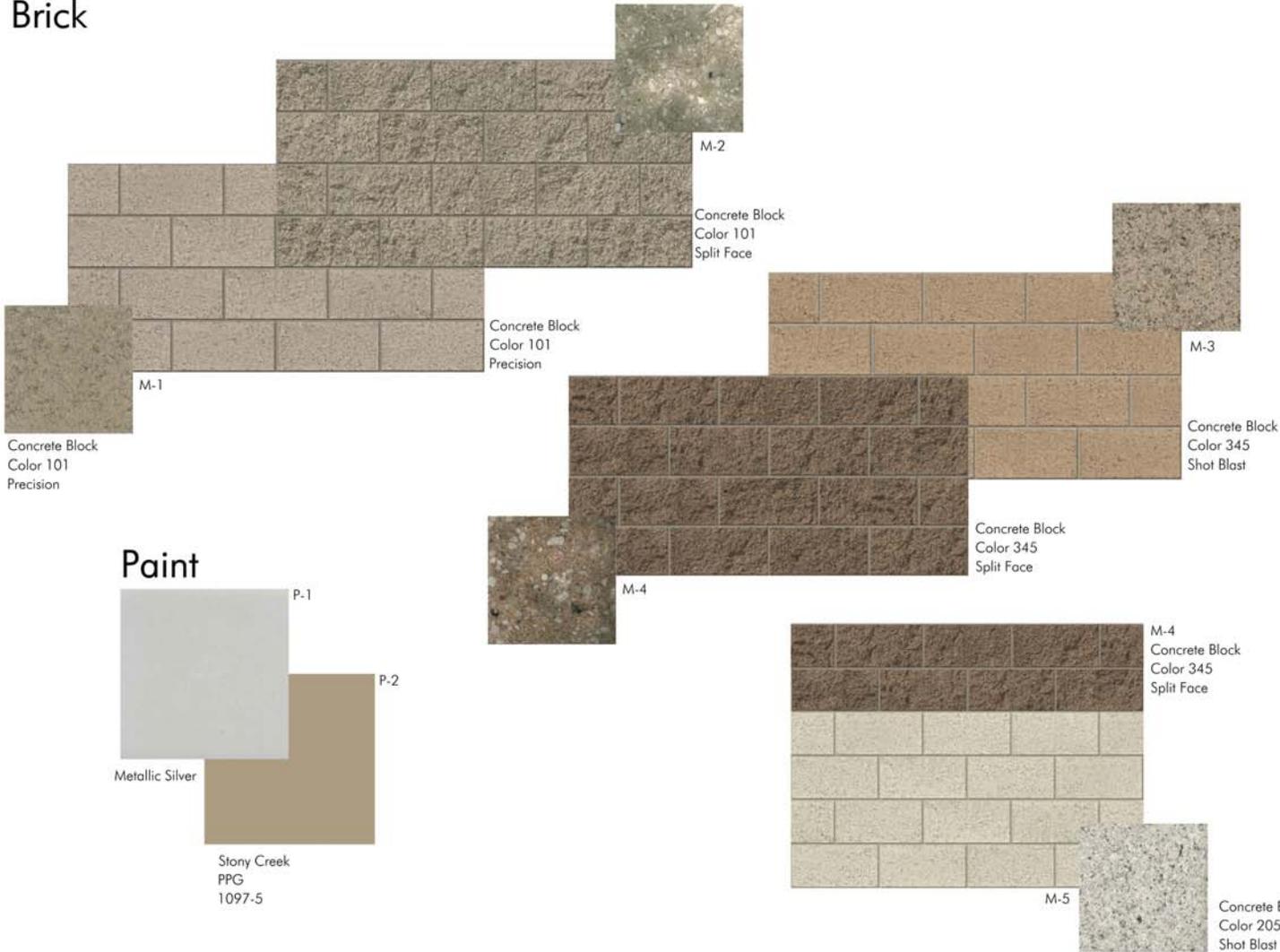


EAST EXTERIOR ELEVATION 0' 15' 30' 60'



WEST EXTERIOR ELEVATION 0' 15' 30' 60'

Brick



Paint



Cladding

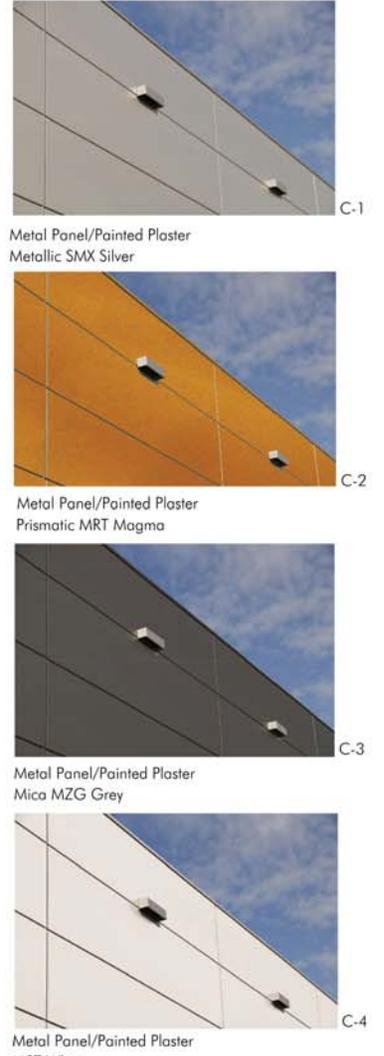


Exhibit C
The Outlet Collection at Elk Grove (EG-14-012)
Conditions of Approval

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
On-Going				
1.	<p>The development approved by this action is for a Regional Mall District Development Plan & Review (“RM-DPR”) (amended Development Plan Review) as described and illustrated in Exhibits B and C (herein after the “Project”) and as modified or conditioned by these conditions of approval.</p> <p>Deviations from the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.</p> <p>Subsequent action for buildings identified for “site plan approval only” on the Overall Site Plan shall be required prior to Building Permit issuance.</p> <p>This approval shall supersede that contained in City Council Resolutions 2007-157 and 2007-216 for file EG-05-878.</p>	On Going	Planning	
2.	<p>This action does not relieve the Applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.</p>	On Going	Planning	
3.	<p>The Applicant, or Successors in Interest (hereby referred to as the Applicant), shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.</p>	On Going	Planning	

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
4.	<p>Except as otherwise specified or provided for in the RM-DPR or in these conditions, the Project shall conform to the development standards and design requirements adopted by the City of Elk Grove, specifically including but not limited to the following:</p> <ul style="list-style-type: none"> • Lent Ranch Special Planning Area (as amended) • The Elk Grove Zoning Code (Title 23 of the EGMC) • EGMC Chapter 19.12 (Tree Preservation and Protection) • EGMC Chapter 14.10 (Water Efficient Landscape Requirements) 	On Going	Planning Public Works	
5.	<p>The Applicant shall design and construct all improvements in accordance with the City of Elk Grove Improvement Standards, as further conditioned herein, and to the satisfaction of Public Works. All street improvements shall include vertical curb and gutter, except as approved by Public Works, in which case street improvements shall include rolled curb and gutter. Specific locations on median(s) that require emergency vehicle access will be evaluated during review and acceptance of the Improvement Plans.</p> <p>Public sewer, water, and other utility infrastructure shall be designed and constructed in accordance with the standards of the appropriate utility.</p>	On Going	Public Works SCWA SASD SMUD PG&E	
6.	<p>The Applicant shall pay all plan check fees, impact fees, or other costs as required by the City, the Cosumnes Community Services District (CCSD), Sacramento Area Sewer District (SASD), Sacramento County Water Agency (SCWA), or other agencies or services providers as established by law.</p>	On-Going	Planning Public Works CCSD SCWA SASD	
7.	<p>Approval of this project does not relieve the Applicant from the requirements of subsequent permits and approvals, including but not limited to the following:</p> <ul style="list-style-type: none"> • Grading Permit and Improvement Plan • Building Permit and Certificate of Occupancy • Requirements of the Sacramento Metropolitan Air Quality Management District • Fire permit 	On-Going	Planning Public Works Building CCSD SCWA SASD	
8.	<p>Nothing in this approval shall limit the Applicant's ability to construct and operate event/seasonal sale parking on a temporary basis within the Phase 2 area prior to future approval and development of this area. Such improvements shall be to the satisfaction of Public Works and Planning.</p>	On-Going	Public Works Planning	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
Prior To or In Conjunction With Improvement and/or Grading Plan Submittal or Approval				
9.	The development approved by this action is subject to the Mitigation Monitoring and Reporting Program (MMRP) adopted for the Lent Ranch Special Planning Area. A deposit of \$5,000 for monitoring mitigation measures applicable to this development shall be paid to the City in order to assure MMRP compliance. If actual City monitoring costs exceed the initial estimate, a revised estimate and/or supplemental bill(s) will be submitted to the Applicant. If actual City monitoring costs are less than the initial estimate, the difference will be promptly refunded to the Applicant. If the Project be constructed in phases between multiple parties, additional deposit(s) shall be required to the satisfaction of the Planning Director.	Prior to issuance of any plans or permits associated with this Project, the Applicant shall submit the deposit to the City of Elk Grove.	Planning	
10.	The Planning Division shall be notified immediately if any prehistoric, archaeological, or paleontologic artifact is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action. A note stating the above shall be placed on the Improvement Plans.	Improvement Plan	Planning	
11.	All construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed. A note stating the above shall be placed on the Improvement Plans	Improvement Plans	Planning	
12.	The Applicant shall prepare and submit a drainage study to the satisfaction of Public Works and in accordance with City of Elk Grove Storm Drainage Master Plan, Improvement Standards, General Plan, and any other applicable master drainage plans or studies.	Improvement Plan Submittal or Prior to Issuance of Grading Permit(s), Whichever Occurs First	Public Works	

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
13.	The Applicant shall prepare and submit a Post-Construction Stormwater Quality Control Plan in accordance with the City of Elk Grove Improvement Standards and most recent version of the <i>Stormwater Quality Design Manual</i> for the Sacramento Region.	Improvement Plan Submittal or Prior to Issuance of Grading Permit(s), Whichever Occurs First	Public Works	
14.	The Applicant shall obtain clearance letters from the applicable entities for any sign located within an easement, including a Public Utility Easement.	Improvement Plans	Public Works	
15.	The Applicant shall submit landscape improvement plans (planting and irrigation) which incorporates the Zoning Code, SPA, Water Conserving Landscape Requirements, and Landscape Program as described later in these Conditions of Approval. Plans shall be submitted to Planning and Public Works for review and approval.	Prior to Approval of On-site Improvement Plans	Public Works, Planning	
16.	The Applicant shall provide for separate connections to the County Sanitation District's sewer system for each building or parcel with a sewage source to the satisfaction of SASD. Sacramento County Improvement Standards apply to sewer construction. The Applicant may provide common grease/sewer traps.	Prior to Approval of On-site Improvement Plans	SASD	
17.	The Applicant shall provide an approved sewer study to SASD prior to approval of submittal of improvement plans for plan check to SASD. The sewer study shall demonstrate the quantity of discharge and any "flow through sewage" along with appropriate pipe sizes and related appurtenances from this subject and other up-stream areas, and shall be done in accordance with the Districts' "Minimum Sewer Study Requirements". The Study shall be based on a "no-shed shift" standard without advance approval of the District.	Prior to Submittal of Improvement Plans	SASD	
18.	In order to obtain sewer service, construction of SASD sewer infrastructure will be required. On and off-site sewer lines will be required as determined by the required sewer point of service connection.	Prior to Approval of On-site Improvement Plans	SASD	
19.	An on-site collection system will be required for all pipes carrying waste from two or more buildings or sewage sources and shall consist of 8-inch (min.) pipes in public easements. Off-site installations may also be required as determined by the sewer study.	Prior to Approval of On-site Improvement Plans	SASD	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
20.	Sewer easements will be required. All sewer easements shall be dedicated to SASD in a form approved by the District Engineer. All SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance.	Prior to Approval of On-site Improvement Plans	SASD	
21.	SASD will provide maintenance only in public right-of-ways or in minimum 20-foot wide easements dedicated to SASD for the purpose of continuous access maintenance.	Prior to Approval of On-site Improvement Plans	SASD	
22.	The Applicant and successors in interest shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives within easements damaged by District maintenance and repair operations. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be the responsibility of successors in interest in future land transfers and divisions and by language approved by the District. Surface enhancements include, but are not limited to, non-asphaltic paving, landscaping, lighting, curbing, and all non-driveable street appurtenances.	Prior to Approval of On-site Improvement Plans	SASD	
23.	SASD requires their sewers to be located 10 feet from other parallel utilities (water, drain, electrical, etc). The applicant shall prepare a utility plan that will demonstrate that this condition is met.	Prior to Approval of On-site Improvement Plans	SASD	

<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
Prior To or In Conjunction with Building Permit Submittal or Issuance/Approval			
24. The Applicant shall prepare and submit for Planning Director approval a Pedestrian Amenities Program , which shall programmatically define the types, specifications, and general locations for pedestrian features within the Project. The Pedestrian Amenities Program shall specifically include, but is not limited to: <ul style="list-style-type: none"> • Benches • Waste receptacles • Bike racks (the Applicant shall provide a minimum of 158 parking spaces for customers in well illuminated, highly visible locations, distributed throughout the site) • Pavement design and materials • Play structures • Art work (as applicable) • Features and layout of The Green 	Submitted for review prior to 1 st Building Permit submittal Approval required prior to 1 st Building Permit Issuance	Planning	
25. Prior to submittal of the Building Permit(s), the Applicant shall prepare and submit for Planning Director approval a <u>final</u> Sign Program , which shall programmatically define the design, dimensions, and other components of the various signage element of the Project, including, but not limited to, the following: <ul style="list-style-type: none"> • Gateway/Entry signage along Promenade Parkway • Freeway-oriented signage • Vehicular directional signage • Pedestrian directional signage • Wall-mounted tenant signage • "Ad Panel" signage • Amenity signage (e.g., restrooms, food court) • Regulatory signage (e.g., stop sign, speed limits, no parking, ADA parking) 	Submitted for review prior to 1 st Building Permit submittal Approval required prior to 1 st Building Permit Issuance	Planning	

	<u>Conditions of Approval</u>	<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
26.	<p>Prior to submittal of the Building Permit(s), the Applicant shall prepare and submit for Planning Director approval a <u>final</u> Landscape Program, which shall address the following components:</p> <ul style="list-style-type: none"> • Further define the preliminary landscape plan for the site, identifying specific locations, quantities, and sizes of proposed trees, shrubs, groundcover, and other plant material. • Incorporation of historical elements and landscaping reflective of the Elk Grove community as discussed by the Planning Commission on May 31, 2007 and the City Council on July 11, 2007. • Pedestrian corridors leading to/from the parking fields and public right-of-way, substantially consistent with the diagram illustrated in Exhibit C to the satisfaction of the Planning Director. 	<p>Submitted for review prior to 1st Building Permit submittal</p> <p>Approval required prior to 1st Building Permit Issuance</p>	<p>Planning</p>	
27.	<p>Prior to submittal of the Building Permit(s), the Applicant shall prepare and submit for Planning Director approval a <u>final</u> Lighting Program, which shall address the following components:</p> <ul style="list-style-type: none"> • Photometric plan for the center, including all parking areas, loading docks, plazas, pedestrian spaces, and pedestrian paths. • Fixture specifications for: <ul style="list-style-type: none"> ○ Parking lot light fixtures (including fixture heads and pole height) ○ Pedestrian lighting along pathways and plazas (e.g., light bollards) ○ Building attached lighting (e.g., sconces, pendants, banding) • Coordination with parking lot landscaping. 	<p>Submitted for review prior to 1st Building Permit submittal</p> <p>Approval required prior to 1st Building Permit Issuance</p>	<p>Planning Police</p>	
28.	<p>Prior to submittal of the Building Permit(s), the Applicant shall prepare and submit for Planning Director approval a Kiosk Program, which shall address the following components:</p> <ul style="list-style-type: none"> • Programmatic design of the retail kiosk and cart structures/features used within the Project. • Approximate configuration/location of the kiosk and cart structures to ensure consistency and coordination with pedestrian improvements and landscaping. 	<p>Submitted for review prior to 1st Building Permit submittal</p> <p>Approval required prior to 1st Building Permit Issuance</p>	<p>Planning</p>	

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
29.	Prior to issuance of each Building Permit for development outside the core development area, the Applicant shall demonstrate, to the satisfaction of the Planning Director, that sufficient parking and accompanying landscaping has been installed pursuant to the SPA to support the total onsite gross leasable area.	Building Permit	Planning	
30.	The Applicant shall increase the total width to 11 feet of any parking stalls that are at a 90° angle to one another.	Building Permit	Public Works	
31.	The Applicant shall install landscaping adjacent to Promenade Parkway along the project frontage to the satisfaction of Public Works.	Building Permit	Public Works	
32.	Prior to issuance of Building Permit, the Project area shall annex into the Maintenance Mello-Roos Community Facilities District 2006-1 (CFD), to fund the project's fair share of landscape related maintenance costs associated with public parkways, public parks, open space, landscape setbacks, bike and other paths, landscaped medians in and adjacent to roadways, maintenance and operation of a community center, sports (including aquatic) facilities, cultural arts center, and water features, and maintenance of other related facilities. The annexation process can take several months, so applicants should plan accordingly. The application fee for the annexation is due prior to the Resolution of Intention to Annex the Property and Levy the Special Tax. For further information regarding this CFD, see www.elkgrovecity.org/finance/financial-planning-division/cfd-information.htm .	Building Permit	Finance	
33.	Prior to issuance of Building Permit, the project area shall annex into the Street Maintenance Assessment District No. 1 Zone 5 or a Street Maintenance Community Facilities District to fund a portion of the additional costs for long-term roadway maintenance related to serving the new development. The annexation process can take several months, so applicants should plan accordingly. The application fee for the annexation is due prior to the Resolution of Intention to Levy Street Maintenance Assessments. For further information on this District, see http://www.elkgrovecity.org/finance/assessment-other-dist-info.asp .	Building Permit	Finance	
34.	Prior to issuance of Building Permit, the Applicant shall provide a site plan showing points of fire access during construction for construction related emergencies.	Building Permit	CCSD Fire	
35.	<i>REMOVED BY THE PLANNING COMMISSION</i>			

<u>Conditions of Approval</u>		<u>Timing / Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date and signature)</u>
36.	The Applicant shall provide an on-site office trailer and electric golf cart(s) and associated office equipment, if determined necessary by CCSD or the City, to provide an on-site inspector from the fire department and/or building department to expedite construction permitting and inspections.	Building Permit	CCSD Fire Building	
37.	Station #78, the Mall Station is located on the Sterling Meadows Project. If the City of Elk Grove does not approve the Sterling Meadows Final Map prior to building permit issuance for the Project, then the Applicant shall provide a suitable site for the new station, to be approved by the Cosumnes CSD Fire Department.	Building Permit	CCSD Fire	
Prior to Certificate of Occupancy				
38.	The Applicant shall participate in the City's Transportation Management Association (TMA) and provide for onsite transportation coordination, as a job duty of an employee of the on-site mall management team. Participation in the TMA may include commuter benefits to employees, parking spaces for car and vanpool, and participation in other programs as appropriate.	Prior to Certificate of Occupancy	Public Works	
39.	Prior to issuance of a certificate of occupancy, the Applicant shall arrange for inspection of the building architecture, landscaping, pedestrian amenities, lighting, and other project components for consistency with the approved Project plans and programs (as defined in these conditions). A Certificate of Occupancy shall not be issued until the inspection is completed and all improvements are to the satisfaction of the Planning Director. This condition may be satisfied on a phased basis.	Prior to Certificate of Occupancy	Planning	
40.	Upon completion of the installation of the landscaping, the Project landscape architect/designer shall certify that the installed landscape complies with all City Water Conserving Landscape Requirements. Certification shall be accomplished by completion of a Certificate of Conformance on a form provided by the City. Failure to submit a complete and accurate Certificate of Conformance will delay final approval/occupancy of the Project.	Prior to Certificate of Occupancy	Planning	

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
ADOPTING A DEVELOPMENT AGREEMENT WITH ELK GROVE TOWN CENTER, LP**

WHEREAS, on June 27, 2001, the City Council certified the Environmental Impact Report (EIR, State Clearinghouse No. 1997122002) for the Lent Ranch Marketplace Project and adopted the Lent Ranch Special Planning Area, which provided for the development of a regional mall and surrounding retail, office, and entertainment development; and

WHEREAS, the Planning Division of the City of Elk Grove received an application on April 11, 2014 from Elk Grove Town Center, LP (the "Applicant") requesting an amendment to the approved District Development Plan for the Regional Mall site (District A) of the Lent Ranch Special Planning Area (the "Project"); and

WHEREAS, the proposed Project is located on real property in the incorporated portions of the City of Elk Grove more particularly described as APN 134-1010-001; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act; and

WHEREAS, the Project is located within the Lent Ranch Special Planning Area for which an EIR (State Clearinghouse No. 1997122002) was prepared and certified July 2001; and

WHEREAS, California Environmental Quality Act (CEQA) Guidelines section 15162 identifies that when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless then lead agency (the City) determines, on the basis of substantial evidence in light of the whole record, one or more substantial change in the project, circumstances, or information (as defined in the section) have occurred; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 18, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting; and

WHEREAS, the City Council held a duly noticed public hearing on October 8, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting.

NOW, THEREFORE, the City Council of the City of Elk Grove does hereby ordain as follows:

Section 1: Purpose

The purpose of this Ordinance is to adopt the Development Agreement with Elk Grove Town Center, LP for the Project known as The Outlet Collection at Elk Grove.

Section 2: Findings

This Ordinance is adopted based upon the following findings:

California Environmental Quality Act (CEQA)

Finding: No further environmental review is required under the California Environmental Quality Act pursuant to State CEQA Guidelines section 15162.

Evidence: The City has reviewed the Project and analyzed it based upon the provisions in section 15162 of the State CEQA Guidelines. As described in the Project description, the Project will modify the format of the Regional Mall from a “traditional” mall to an “outlet” concept, but the configuration of the Project will be within the development parameters analyzed under the 2001 EIR for the Lent Ranch SPA. Specifically, the EIR identified a total leasable area of 1,300,000 square feet for District A and the Project proposes a first phase of approximately 775,000 total square feet with 689,000 being gross leasable area, or approximately 53-percent of the total allowed gross leasable area. Phase 2 has not been proposed for development as part of the project description, but will be required to fall within the approved uses and total development potential of the SPA that were analyzed in the 2001 EIR. The characteristics of the Phase 2 area are undefined and subject to speculation and, pursuant to CEQA Guidelines section 15145, cannot be further analyzed at this time. The proposed wireless telecommunication facilities (through the conditional use permit) will be within the core development area and are design consistent with the maximum height and density/intensity of development otherwise allowed in the District. Therefore, there are no substantial changes in the Project from that analyzed in the 2001 EIR and no new significant environmental effects, or substantial increase in the severity of previously identified significant effects. No new information of substantial importance has been identified.

Further, since no changes to the EIR are necessary to support the Project, the City is not required to prepare an Addendum to the EIR as required by State CEQA Guidelines Section 15164. Therefore, the prior EIR is sufficient to support the Project and no further environmental review is required.

Development Agreement

Finding #1: The development agreement is consistent with the General Plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

Evidence: The proposed Development Agreement is consistent with the General Plan as the General Plan designates the subject property for commercial development and the Development Agreement provides for the development up to the 1,300,000 square feet allocated for District A, consistent with the Special Planning Area. The site is not subject to a specific plan.

Finding #2: The development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole.

Evidence: The Project is in conformity with public convenience, general welfare and good land use practices because it will develop a Regional Mall along the Highway 99 corridor that will accommodate the growing need for such services in the City of Elk Grove and surrounding region. The Project will create a commercial, retail, and entertainment development that is of high quality and fully integrated on one site rather than less desirable piecemeal land uses spread out over several other locations. The Project will provide an expanded economic base for the City of Elk Grove through the generation of significant increased tax revenue. The Development Agreement is necessary in order to obtain the major investment necessary to develop the Project. Absent approval of the Development Agreement, the City would not obtain the benefits of the Project to the community. The Development Agreement will establish land use regulations for a reasonable period to allow project build out in accordance with the approved entitlements for development, and to ensure a cohesive development. The Project will provide the variety of land uses noted above at one attractively designed, well-planned site, located adjacent to major highways and a freeway interchange for maximum public convenience. The Project will also provide these services to the residents of existing and planned residential developments, thereby reducing the number of vehicle miles traveled to obtain these same services at greater distances, and improving air quality. The Project will also create indirect economic benefits and serve as a catalyst for additional economic activity as a result of job creation and the spending of Project wages in the City. Thus, in accordance with good land use practices, the Project will promote a better balance of employment, services and housing, and improve the mix of uses in the community.

Finding #3: The development agreement will promote the orderly development of property or the preservation of property values.

Evidence: the Project site is designated in the General Plan for commercial development. Approval of the Project will result in the development of these lands and the provision of urban levels of public infrastructure and services to areas within the City. Thus, the uses proposed by the Project are consistent with those envisioned for the area in the General Plan. The Project will contribute to a balance of land uses within the City by providing a diversity of necessary services that respond to the needs of the surrounding community and the region. The Project will be compatible with and preserve (or even increase) the property values of the predominantly residential development proposed or otherwise approved for surrounding areas, by providing necessary and desirable services nearby. The Project, as designed, will be a cohesive, planned multi-use development, and will provide a visually pleasing, safe and attractive gathering place that will encourage community identity. Necessary infrastructure, including sewer, water, and roadways, to serve the Project have been constructed. As a result, the Project will not adversely affect the orderly development of property, and property values will be preserved or increased.

Section 3: Action

The City Council hereby approves and adopts the Development Agreement between the City of Elk Grove and Elk Grove Town Center, LP, attached as Exhibit A and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute the Development Agreement on behalf of the City.

Section 4: No Mandatory Duty of Care.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5: Severability.

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 6: Savings Clause

The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 7: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

INTRODUCED: October 8, 2014
ADOPTED:
EFFECTIVE:

GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

Date signed: _____

OFFICIAL CITY BUSINESS
No recording fee
Government Code Section 6103

RECORDING REQUESTED BY:

City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: City Clerk

WHEN RECORDED MAIL TO:

City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: City Clerk

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

DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF ELK GROVE,
AND
ELK GROVE TOWN CENTER, LP

DEVELOPMENT AGREEMENT

This Development Agreement (this Agreement) is entered into between the City of Elk Grove ("City"), and Elk Grove Town Center, LP, a Delaware limited partnership ("Developer"). For the purposes of this Agreement, Developer and City are referred to individually as "Party" and collectively as the "Parties."

RECITALS

This Agreement is predicated upon the following findings:

- A. On September 5, 2001 by Ordinance 13-2001, the Elk Grove City Council adopted that certain Development Agreement among the M&H Realty Partners III L.P, a California limited partnership ("M&H Realty"), Robert H. and Lisa Lent, the Brian Wayne Lent Trust, and Susan Rasmussen (the "Lents"), the Marilyn J. Wackman Revocable Trust; and the City of Elk Grove, for the development of the 295-acre Lent Ranch Marketplace Special Planning Area (the "2001 Development Agreement"), and
- B. Concurrently with the approval of the 2001 Development Agreement, the City adopted the Lent Ranch Marketplace Special Planning Area ("SPA"), along with amendments to the City's General Plan and Zoning Code, and certified an Environmental Impact Report pursuant to the requirements of the California Environmental Quality Act ("CEQA"); and
- C. Developer is that party identified as the "Mall Developer" under the 2001 Development Agreement; and
- D. Pursuant to the 2001 Development Agreement and the SPA, on July 11, 2007 the Elk Grove City Council approved a Development Plan Review (EG-05-878) for the Elk Grove Promenade development, which permitted the construction of an initial 1.1 million square foot open-air regional mall in SPA District A; and
- E. Developer has completed construction of major backbone infrastructure and offsite improvements to serve the SPA area; and
- F. While substantial construction of the Elk Grove Promenade project was undertaken, the project was stopped in December 2008 due to the economic recession and the bankruptcy reorganization of General Growth Properties, Inc.; and
- G. Developer has submitted a plan for the substantial reuse of the existing building construction and improvements in SPA District A, through the development of commercial and retail uses; and

- H. The approved Development Plan Review described in the Project Approvals will result in development of the Property and significant benefits to the City through tax revenue, employment opportunities and the utilization of a partially developed but vacant property at a critical gateway location in the City; and
- I. In exchange for the benefits to the City, Developer desires to receive the assurance that it may proceed with the Project in accordance with the Existing Land Use Regulations, subject to the terms and conditions contained in this Agreement and to secure the benefits afforded Developer by *Government Code* §65864.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

1. Definitions

- 1.1. "Adopting Ordinance" is the ordinance of the City Council approving this Agreement, as adopted on [REDACTED] by City Ordinance No. [REDACTED].
- 1.2. "City" means the City of Elk Grove, and depending on the context, may include its agents, officers, employees, representatives and elected and appointed officials.
- 1.3. "City Council" shall mean the City Council of the City of Elk Grove and its designees.
- 1.4. "Developer" means Elk Grove Town Center LP or any Successor.
- 1.5. "Development Agreement Law" means Government Code Section 65864 *et seq.*
- 1.6. "Effective Date" means that day on which the Adopting Ordinance shall be effective 30 days after its adoption by the City Council, unless the Adopting Ordinance becomes subject to a qualified referendum, in which case the Effective Date shall be the day after the referendum election, if the Adopting Ordinance is approved by a majority of the voters. Litigation filed to challenge the Adopting Ordinance or this Agreement shall not affect the Effective Date, absent a court order or judgment overturning or setting aside the Adopting Ordinance, or staying the Effective Date, or remanding the Adopting Ordinance to the City.
- 1.7. "EIR" means that certain Draft and Final Environmental Impact Report for the Project, State Clearinghouse No. 1997122002, as certified by the City Council in June 2001, and including all Addenda thereto subsequently approved by the City.

- 1.8. "Existing Land Use Regulations" means the City of Elk Grove General Plan, any applicable specific plans, and the Elk Grove zoning ordinance existing as of September 5, 2001, except as modified by the 2001 Approvals.
- 1.9. "Fee" shall include charges, expenses, costs, monetary exactions and any other monetary obligation imposed on Developer by the City, and shall not be limited to fees paid pursuant to this Agreement, but shall not include fees collected by City on behalf of and for the benefit of another public agency. (The term "fee" need not be capitalized in this Agreement.)
- 1.10. "Improvement" means any on-site or off-site conveyance, grant or dedication of property or property rights, non-monetary exaction, construction and/or installation of a work of public improvement, street, facility, utility or park or recreational amenity which is to be transferred to the City or any other contribution of property (other than fees), imposed on Developer by the City, as applicable. (The term "improvement" need not be capitalized in this Agreement.)
- 1.11. "Law" means the case law, ordinances, statutes, rules, regulations, standards, policies, programs, or any order, decree or directive of any court or any local, regional, state or federal government agency, including the City, unless the context suggests a different meaning.
- 1.12. "Mitigation Measures" mean the mitigation measures included in the EIR or its mitigation monitoring plan as modified and/or adopted by the City Council.
- 1.13. "New Construction" shall mean any building, structure or improvement that is not part of the original 572,368 square feet of shell buildings permitted, and that has not already been partially constructed as of the Effective Date.
- 1.14. "Project" is defined by reference to the Project Approvals, as supplemented by the provisions of this Agreement.
- 1.15. "Project Approvals" shall mean the following land use approvals, all approved on or before , which, among other things, govern the permitted uses, density and intensity of land uses, the timing and sequencing of development, and the maximum height and size of proposed buildings with respect to the Property:
- 1.15.1. This Agreement, as adopted by the Adopting Ordinance
- 1.15.2. Regional Mall District Development Plan & Review, File. 14-012.

- 1.15.3. Amendments to the Lent Ranch Special Planning Area, as adopted by the City Council by Ordinance .
- 1.16. "Property" is that certain real property consisting of approximately 100.34 acres in the City of Elk Grove, Assessor's Parcel Number 134-1010-001, and more particularly described in Exhibit A hereto. The term "Property" may include any part of the Property, depending on the context.
- 1.17. "SPA" shall mean the Lent Ranch Marketplace Special Planning Area, as approved by the City on September 5, 2001 and amended by the City, per Ordinance .
- 1.18. "SPA District A" shall mean the Property, as defined and regulated under the SPA
- 1.19. "Successor" is any assignee pursuant to Section 10 (i.e., any recognized successor in interest under this Agreement), and any subsequent assignees.
- 1.20. "2001 Approvals" shall mean those approvals and entitlements approved by the City in June 2001, as follows:
 - 1.20.1. General Plan Amendments as adopted by Resolution No. 2001-43 for the Lent Ranch Marketplace development
 - 1.20.2. Zoning Code Text Amendment to Establish the SPA, as adopted by Ordinance No. 10-2001 and the remaining provisions of the Zoning Code in effect as of September 5, 2001
 - 1.20.3. Tentative Parcel Map for the Lent Ranch Marketplace, as adopted by Resolution No. 2001-43, and all final subdivision maps affecting the Property
 - 1.20.4. The EIR, as defined by Section 1.7
 - 1.20.5. The 2001 Development Agreement
- 1.21. "2001 Development Agreement" shall mean that certain Development Agreement adopted by Ordinance 13-2001 on September 5, 2001.
- 1.22. "Vested right" is a right to proceed with the development of the Project in accordance with: (1) the terms and scope of the Project Approvals as defined in this Agreement, which Project Approvals may not be amended, modified or changed by the City except as provided by this Agreement, and (2) the Existing Land Use Regulations, and (3) the rights vested by the 2001 Development Agreement as set forth in Exhibit B of

this Agreement (The term "vested right" need not be capitalized in this Agreement.)

2. Representations, Warranties and Acknowledgments

- 2.1. Title to Property. Developer represents and warrants that as of the Effective Date, Developer holds a legal or equitable interest in and to the Property.
- 2.2. Authority. The parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.
- 2.3. Agreement as Binding Covenant. The parties intend and determine that the provisions of this Agreement shall constitute covenants which shall run with said Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the parties hereto. All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to Section 1468 of the Civil Code of the State of California. Each covenant to do or refrain from doing some act on the Property hereunder, or with respect to any City owned property or property interest, (i) is for the benefit of such properties and is a burden upon such property, (ii) runs with such properties, and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person or entity having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each party and its property hereunder, and each other person or entity succeeding to an interest in such properties.

3. Term and Termination

- 3.1. Term. The term of this Agreement shall commence on the Effective Date and shall last four (4) years following the Effective Date, unless this Agreement is (1) earlier terminated as set forth in this Agreement or (2) extended in writing by mutual agreement of all of the parties. In the event that development of 400,000 square feet of gross building area pursuant to the Project Approvals is completed (as documented by the issuance of a final certificate of occupancy for 400,000 square feet of gross building area), the Agreement shall automatically be extended for an additional period of ten (10) years without the need for further action or approval by the parties. Otherwise, this Agreement shall automatically expire on the fourth anniversary of the Effective Date.
- 3.2. Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual written consent of all of the parties. Any fees paid or improvements dedicated to the City prior to the effective

date of termination shall be retained by the City, as applicable. Notwithstanding the above, nothing in this section shall be interpreted to result in the forfeiture of impact fees or permit fees (or eligibility for fee credits or refunds) previously paid by Developer for building square footage that has either (1) not been constructed as of the date of termination of this Agreement by mutual consent, or (2) previously constructed by Developer and demolished pursuant to the Project Approvals.

3.3. Effect of Termination. Termination of this Agreement, whether by mutual written consent as provided in Section 3.2, default as provided in Section 8, or by expiration of its own accord, shall not: (1) affect any pre-existing liability under this Agreement owed by one party to the other, which remains unsatisfied as of the effective date of termination; (2) affect those provisions of this Agreement which provide that they shall survive the termination of this Agreement; (3) be construed to terminate or modify an applicable covenant, condition, servitude or restriction that runs with the land and binds Successors; (4) affect the validity of any structure on the Property or improvement which is completed as of the date of termination and is in compliance with all necessary permits; or (5) prevent Developer from completing any structure on the Property or improvement under construction at the time of termination, provided that any such structure or improvement is completed in accordance with all necessary permits.

3.4. Effect of Termination on Vested Rights. Upon termination of this Agreement, whether by mutual written consent as provided in Section 3.2 or default as provided in Section 8 or by expiration of its own accord, the Project Approvals and any amendments thereto shall not automatically be repealed or rescinded, but Developer shall no longer have a vested right to them except to the extent that Developer has independently acquired a common law vested right to them.

4. Project Approvals and Vested Rights

4.1. Project Approvals. Upon the Effective Date, and except as otherwise provided in this Agreement, Developer shall acquire and/or maintain a vested right in the Project Approvals, the 2001 Approvals and the Existing Land Use Regulations for the term of this Agreement. Developer shall acquire a vested right to any amendments to the Project Approvals, the 2001 Approvals or Existing Land Use Regulations affecting the Property as of the date of approval of such amendments by the City Council; provided, however, that Developer shall not acquire a vested right to any such amendment approved after the expiration of the term of this Agreement.

4.2. Development Standards. The density and intensity of use, the rate, timing and sequencing of development, the maximum height and size of

proposed buildings, and provisions for reservation and dedication of land shall be as set forth in the 2001 Approvals, except as modified by the Project Approvals.

- 4.3. Phasing and Timing of Development. The parties recognize that the Project is the initial phase of development within SPA District A, and further development within SPA District A may occur in one or more additional phases. The parties acknowledge that, as of the Effective Date, Developer has not proposed a plan for the development of future phases within the SPA. The City retains discretion to review and approve subsequent applications for future phases of development within SPA District A, subject to the vested rights provided by this Agreement.

With the exception of the Project, the parties acknowledge that Developer cannot at this time predict with certainty when or the rate at which phases of the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Developer, such as market conditions and demand, interest rates, competition and other factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development controlling the parties' agreement, it is the intent of City and Developer to hereby acknowledge and provide for the right of Developer to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Agreement. City acknowledges that such a right is consistent with the intent, purpose and understanding of the parties to this Agreement, and that without such a right, Developer's development of the Property would be subject to the uncertainties sought to be avoided by the Development Agreement Statute and this Agreement. The Developer shall use its best efforts, in accordance with its business judgment and taking into consideration market conditions and other economic factors influencing Developer's business decision, to commence or to continue development, and to develop the Property in a regular, progressive and timely manner in accordance with the provisions and conditions of this Agreement and with the Project Approvals. Notwithstanding the foregoing, it is the Developer's intent, without limiting its legal rights, to develop not less than 400,000 square feet of gross building area eligible for a final certificate of occupancy prior to the fourth anniversary of the Effective Date.

- 4.4. Initiatives, Referenda and Growth Control. Subject to the vesting provisions of the Development Agreement Law, Developer and City intend that, except as otherwise provided herein, this Agreement shall vest the Project Approvals against subsequent City resolutions,

ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically overturns City's approval of the Development Agreement, that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the land use designations, permitted or conditionally permitted uses on the Property, design requirements, density and intensity of uses as set forth in the Project Approvals, and that any such resolution, ordinance, initiative or referendum shall not apply to the development of the Property. Notwithstanding any other provision of this Agreement, Developers shall, to the extent allowed by the Development Agreement Law, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted and applied on a uniform, city-wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Developer and the Property and to all other public or private owners and properties directly affected thereby.

4.5. Reserved Powers. Subject to the vested rights granted by this Agreement, the City reserves the right to:

- 4.5.1. Grant or deny applications for land use approvals for the Project and the Property, provided such grant or denial is consistent with this Agreement;
- 4.5.2. Approve, disapprove or revise subdivision maps, parcel maps or lot line adjustments for the Project and the Property, provided such grant or denial is consistent with this Agreement;
- 4.5.3. Adopt, increase and impose regular taxes applicable on a City-wide basis;
- 4.5.4. Adopt, increase and impose utility charges applicable on a City-wide basis;
- 4.5.5. Adopt, increase and impose permit processing fees, inspection fees and plan check fees applicable on a City-wide basis;
- 4.5.6. Adopt and apply regulations mandated by Law or necessary to protect the public health and safety. To the extent that such regulations affect the Developer, the City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Developer and the Property and all other public or private owners and properties affected thereby. For purposes of this Agreement, any Law with respect to flood protection shall be deemed necessary to protect the public health and safety;

- 4.5.7. Adopt, increase or decrease the amount of, fees, charges, assessments or special taxes, except to the extent restricted by this Development Agreement; provided, however, that Developer may challenge the imposition of any newly imposed fee solely on the grounds that such fee was not properly established in accordance with applicable law;
 - 4.5.8. Adopt and apply regulations relating to the temporary use of land, the control of traffic, the regulation of sewers, water, and similar subjects, and the abatement of public nuisances;
 - 4.5.9. Adopt and apply City engineering design standards and construction specifications;
 - 4.5.10. Adopt and apply the various building standards codes, as further provided in Section 4.6;
 - 4.5.11. Adopt Laws that are not in conflict with, or that are less restrictive than, the terms and conditions for development of the Project established by this Agreement; and
 - 4.5.12. Exercise its power of eminent domain with respect to any part of the Property.
- 4.6. Building Codes Applicable. New construction undertaken pursuant to the Project Approvals shall be constructed in accordance with the California Building Standards Codes, Title 24 of the California Code of Regulations, as adopted and amended by the City, as the same shall be in effect as of the time of approval of the permit in question. If no permit is required for a given infrastructure improvement or other improvement, such improvement will be constructed in accordance with said Codes in effect in the City as of the commencement of construction of such improvement.
- 4.7. Meet and Confer. If Developer believes that the City is taking action to impair a vested right conferred by this Agreement, Developer shall provide written notice to City describing the basis for Developer's position. The parties shall meet and confer within thirty (30) days thereafter in an attempt to arrive at a mutually acceptable solution.
- 4.8. Court Order or Judgment. Notwithstanding anything in this Agreement to the contrary, a vested right acquired by Developer with respect to any Project Approval shall be deemed a nullity without compensation to Developer in the event that such Project Approval is overturned or set aside by a court of law. An invalidated Project Approval shall regain its vested right status in the event that the court's decision is reversed on appeal.

4.9. Effect on 2001 Development Agreement. Except as provided in Exhibit B, Developer shall have no further rights or obligations under the 2001 Development Agreement, which shall be superseded with respect to the Property and Developer by this Agreement. Nothing in this Agreement shall effect or modify the rights or obligations of the 2001 Development Agreement as to those parties (or any of them) identified as "Developers" therein.

5. Fees, Improvements and Mitigation Measures

5.1. Waiver of Fee Vesting. Notwithstanding anything in this Agreement to the contrary, but subject to Section 5.3 and the 2001 Approvals (including Exhibit E to the 2001 Development Agreement), Developer hereby waives the vesting of all City fees. Accordingly, the amount of all fees not addressed under Section 5.3 of this Agreement and the 2001 Approvals shall be determined as of the time they become due and payable after imposition by the City. Nothing herein shall preclude Developer from challenging the establishment of any new fee (as opposed to an increase in an existing fee) solely on the grounds that such fee was not properly established in accordance with applicable law or this Agreement.

5.2. Processing Fees. Developer shall pay all City costs in connection with processing and preparing any Project permit, certificate, map, approval, consent or agreement, including this Agreement. All such costs incurred prior to the Effective Date shall be paid in full, prior to the Effective Date. Thereafter, all such costs incurred must be paid, in full, prior to approval of each phase of the Project, as determined by the City.

5.3. Developer's Satisfaction of Prior Obligations under the 2001 Development Agreement. It is acknowledged by the parties that many of the obligations of Developer under the 2001 Development Agreement for payment of fees, dedication of land, and construction of public improvements in connection with development of the Property have already been satisfied, as specifically identified on Exhibit C to this Agreement. Developer shall be required to pay Measure A Development Impact Fees for New Construction. It is the intent of the parties that all obligations of Developer as set forth on Exhibit C be applicable to and credited toward the Project, and all future development on the Property that may be approved by the City during the Term of this Agreement. Notwithstanding the above, the limitations contained in this section shall not apply to any increment of future development on the Property that would exceed the scope or impact of development within SPA District A allowed under the 2001 Approvals.

5.4. Mitigation of EIR Impacts. Developer shall at its own cost timely satisfy and comply with all Mitigation Measures in accordance with the schedule in the mitigation monitoring plan adopted by the City Council in connection with the Project Approvals, to the extent the same have not

been previously satisfied as set forth in Section 5.3. The Mitigation Measures are conditions of approval of the Project but are not the exclusive conditions of approval of the Project. A failure to timely satisfy or complete any Mitigation Measure or other condition of approval without prior written City approval may be considered an event of default under this Agreement, subject to Section 8.

5.5. Other Public Agencies. Nothing in this Agreement is intended to govern the authority of public agencies other than the City to impose dedication or improvement conditions, or fees.

6. Permits

6.1. Necessary Permits. Developer shall not commence any work under this Agreement until it has obtained all required City, county, state and federal permits, approvals and licenses.

6.2. Withholding of Permits. In the event that any fee, improvement or dedication required under this Agreement is not timely paid, made or completed, the City may withhold any permit, certificate, approval or consent (including building permits) until payment is made, irrespective of whether there is a nexus between the fee, improvement or dedication and the permit, certificate, approval or consent.

7. Amendments to this Agreement

7.1. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of all of the parties hereto and in accordance with the procedures of the Development Agreement Law.

7.2. Insubstantial Amendments. The City Manager is authorized to approve insubstantial amendments to this Agreement on behalf of the City without a hearing before or action by the Planning Commission or City Council. "Insubstantial amendments" means amendments to this Agreement which do not relate to (a) the term of the Agreement; (b) the permitted uses of the Property; (c) the reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; (g) monetary contributions by Developer required by this Agreement; or (h) the phasing or timing of construction of the improvements, which shall require an amendment of this Agreement. The City Manager shall be empowered in his or her sole discretion to determine whether or not an amendment is insubstantial. Notwithstanding this section and Section 7.3 of this Agreement, the City Manager retains the right, but not the obligation, to seek City Council approval and/or direction as to any amendments to this Agreement, even if such amendments might be considered insubstantial.

7.3. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by the Developer; (f) the location and maintenance of on-site and off-site improvements; (g) any other issue or subject not identified as an "insubstantial amendment" in Section 7.2 of this Agreement; or (h) the phasing or timing of construction of the improvements, shall require an amendment of this Agreement approved by the City Council, with a recommendation by the Planning Commission if such recommendation is required by law. Other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement or is otherwise required by law.

8. Default

8.1. Default. The failure of any party to this Agreement to perform any obligation or duty under this Agreement within the time required by this Agreement or any applicable cure period under this Agreement shall constitute an event of default. (For purposes of this Agreement, a party asserting that the other party is in default shall be referred to as the "Complaining Party" and the other party shall be referred to as the "Defaulting Party.")

8.2. Notice. No party shall be in default under this Agreement until the Complaining Party has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, and the Defaulting Party fails to cure the failure to perform in accordance with Section 8.3. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies.

8.3. Cure. The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. If the default cannot be reasonably cured within such time, the default cure shall be deemed cured if: (1) the cure is commenced at the earliest practicable date following receipt of notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and (4) the default is cured at the earliest practicable date, but in no event later than ninety (90) days after receipt of the first notice of default. At the election of the City, the Term of this Agreement may be extended for the length of any cure period under this section.

- 8.4. Remedies. If the Defaulting Party fails to cure a default in accordance with the foregoing, the Complaining Party shall have the right to terminate this Agreement upon notice to the Defaulting Party and may pursue all remedies available at law or equity, including specific performance and injunctive relief.
- 8.5. Permits. In addition to and not in lieu of its other remedies, in the event that the City gives Developer a notice of default as provided in Section 8.2, the City shall have the right to withhold any permit, certificate, approval or consent for the Project (including building permits), irrespective of whether there is a nexus between the default and such permit, certificate, approval or consent. Such withholding shall cease when the default is cured in accordance with this Agreement.
- 8.6. Waiver of Damages. Developer acknowledges that under the Development Agreement Law, land use approvals (including development agreements) must be approved by the City Council and that under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against the City in the event that this Agreement or any Project Approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions or deletions to which Developer is opposed. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against the City in this regard. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for monetary damages from Developer, and that therefore, Developer hereby waives any and all claims for monetary damages against the City for breach of this Agreement. Nothing in this section is intended to nor does it limit Developer's or the City's rights to equitable remedies as permitted by law, such as specific performance, injunctive and/or declaratory relief, provided that Developer waives any claims to monetary damages in conjunction with any such requested relief.
- 8.7. Rescission. Without limitation to other rights under this Agreement, or under law or equity, in the event that Developer believes that the purposes of this Agreement have been frustrated by the City Council's approval of this Agreement or any Project Approval with new changes, amendments, conditions or deletions to which Developer is opposed, Developer shall have ten (10) days after such approval in which to provide notice to the City that this Agreement shall be rescinded, without any further liability of the parties.

9. Insurance and Indemnity

9.1. Indemnification, Defense and Hold Harmless. Developer shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City (as defined in this Agreement) from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Project, the Project Approvals or the Property (including any challenge to the adoption or validity of any provision of this Agreement or the Project Approvals, and including any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project), or Developer's failure to comply with any of its obligations in this Agreement, or Developer's failure to comply with any current or prospective Law; provided, however, that Developer shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

9.1.1. In the event of any administrative, legal or equitable action instituted by any third party challenging this Agreement or any City approval, consent or action made in connection with this Agreement (each a "Third Party Challenge"), the City may tender the defense to Developer. In the event of such tender, Developer shall indemnify the City against any and all fees and costs arising out of the defense of such Third Party Challenge. The parties shall cooperate in defending such action or proceeding to dismissal, settlement or final judgment. The City's consent shall be required for any settlement.

9.1.2. If Developer should fail to timely accept a tender of defense as provided above, City may assume the control of the defense and settlement of such Third Party Challenge, and make any decisions in connection therewith in its sole discretion. Such assumption of the defense by the City shall not relieve Developer of its indemnification obligations for such Third Party Challenge.

9.2. Required Policies. Developer shall at all times during any construction activity with respect to the Property maintain a policy or policies in an amount of \$2 million combined single limit of: (1) commercial general liability insurance with policy limits reasonably acceptable to the City; and (2) Workers' Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for their respective employees.

- 9.3. Policy Requirements. The aforesaid required commercial general liability policies described in Section 9.2 shall: (1) contain an additional insured endorsement naming the City, its elected and appointed boards, commissions, officers, agents, employees and representatives; (2) include either a severability of interest clause or cross-liability endorsement; (3) require the carrier to give the City at least fifteen (15) business days' prior written notice of cancellation in coverage; (4) be issued by a carrier admitted to transact insurance business in California; and (5) be in a form reasonably satisfactory to the City.
- 9.4. Evidence of Insurance. Prior to commencement of any construction activity with respect to the Project, Developer shall furnish evidence satisfactory to the City of the insurance required above. The total limits of insurance required by the City may be satisfied with primary policies or through a combination of primary and excess/umbrella policies.

10. Right to Assign.

- 10.1. Right to Assign. The Developers shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively "assign"), in whole or in part, its rights, interests and obligations under this Agreement to a third party during the term of this Agreement. No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property. A sample form of Assumption and Assignment is attached as Exhibit D.
- 10.2. City Consent. Except as provided in Section 10.4, no assignment shall be effective until the City, by action of the City Council, approves the assignment. Approval shall not be unreasonably withheld provided:
1. The assignee (or the guarantor(s) of the assignee's performance) has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the obligations of this Agreement affected by the assignment; and
 2. The proposed assignee has adequate experience with developments of comparable scope and complexity to the portion of the Project that is the subject of the assignment.
- 10.3. Request for City Approval of Consent. Any request for City approval of an assignment shall be in writing and accompanied by certified financial statements of the proposed assignee and any additional information concerning the identify, financial condition and experience of the assignee as the City may reasonably request; provided that, any such request for additional information shall be made, if at all, not more than fifteen (15) business days after the City's receipt of the request for approval of the proposed assignment. All detailed financial information

submitted to the City shall constitute confidential trade secret information if the information is maintained as a trade secret by the assignee and if such information is not available through other sources. The assignee shall mark any material claimed as trade secret at the time it is submitted to the City. If City receives a public records request for any information designated a "trade secret" City shall notify the assignee of such request prior to releasing the material in question to the requesting party. If the assignee directs the City not to release the material in question, the assignee shall indemnify the City for any costs incurred by City, including but not limited to staff time and attorney's fees, as a result of any action brought by the requesting party to obtain release of the information and/or to defend any lawsuit brought to obtain such information. If the City wishes to disapprove any proposed assignment, the City shall set forth in writing and in reasonable detail the grounds for such disapproval. If the City fails to disapprove any proposed assignment within forty-five (45) calendar days after receipt of written request for such approval, such assignment shall be deemed to be approved.

- 10.4. Assignment in Connection with Sale of Small Parcels. The City's consent to a transfer or assignment of any parcel or portion of the Property less than or equal to 3 acres in area shall not be required. Developer shall provide written notice of any sale or transfer under this section to the City within 30 days after such sale or transfer is completed. For parcels that are greater than 3 acres in area but less than or equal to 5 acres in area, Developer shall seek and obtain City Manager approval for an assignment or transfer of such parcels. The City Manager may request any information listed in Section 10.2 in determining if his or her consent shall be granted. Such consent shall not be unreasonably withheld.
- 10.5. Financing. Mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing are permitted, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Property, the development and construction of improvements on the Property, operations and other necessary and related expenses. The holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

- 10.6. Further Subdivision. The parties recognize and acknowledge that any further subdivision or parcelization of the Property must comply with applicable City laws and regulations and be consistent with the 2001 Approvals, the Project Approvals and this Agreement.
- 10.7. Reorganization Not An Assignment. Notwithstanding anything to the contrary set forth above, the following shall not be deemed an assignment requiring City consent under this Agreement: (i) any sale, pledge, assignment or other transfer of all or a portion of the Property to an entity directly controlled by Developer or its managers or affiliates and (ii) any change in corporate form, such as a transfer from a corporation to a limited liability company or partnership, that does not affect or change beneficial ownership of the Property (each, a "Permitted Change"); provided, however, Developer shall provide to City written notice of any such Permitted Change, together with such backup materials or information reasonably requested by City, within thirty (30) days following the date of such Permitted Change or City's request for backup information, as applicable.

11. Lender Rights and Obligations.

- 11.1. Prior to Lender Possession. No lender shall have any obligation or duty under this Agreement prior to the time the lender obtains possession of all or any portion of the Property 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 Developer or Developer's successors-in-interest, but such lender shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which lender holds an interest. Nothing in this Section shall be construed to grant to a lender rights beyond those of the Developer hereunder or to limit any remedy City has hereunder in the event of a breach by Developer, including termination or refusal to grant subsequent additional land use approvals with respect to the Property.
- 11.2. 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 Developer and which remain unpaid as of the date such lender takes possession of the Property or any portion thereof. Provided, however, that a lender shall not be eligible to apply for or receive approvals 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 Developer hereunder; provided, further, that no lender, or successor thereof, shall be entitled to the rights and benefits of the Developer hereunder or entitled to enforce the provisions of this Agreement against City unless and until such lender or successor in interest qualifies as a recognized assignee of this Agreement and makes payment of all delinquent and current City fees and charges pertaining to the Property.

- 11.3. Notice of Developers' Breach Hereunder. If City receives notice from a lender requesting a copy of any notice of breach given to Developer hereunder and specifying the address for notice thereof, then City shall deliver to such lender, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a breach, 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 Developer.
- 11.4. Lender's Right to Cure. Each lender shall have the right, but not the obligation, for the same period of time given to Developer to cure or remedy, on behalf of Developer, the breach 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 Developer hereunder.
- 11.5. Right to Encumber. City agrees and acknowledges that this Agreement shall not prevent or limit the owner of any interest in the Property, or any portion thereof, at any time or from time to time in any manner, at such owner's sole discretion, from encumbering the Property, the improvements thereon, or any portion thereof with any mortgage, deed of trust, sale and leaseback arrangement or other security device. City acknowledges that any lender may require certain interpretations of the agreement and City agrees, upon request, to meet with the owner(s) of the property and representatives of any lender to negotiate in good faith any such request for interpretation. City further agrees that it shall not unreasonably withhold its consent to any interpretation to the extent such interpretation is consistent with the intent and purpose of this Agreement

12. Miscellaneous

- 12.1. Prevailing Wages. Where required by the Prevailing Wage Law (*Labor Code §1720 et seq.*), Developer shall pay prevailing wages, and shall direct its contractors and other parties with which it has a contractual relationship with respect to the Project, to pay prevailing wages. Developer's indemnification, defense and hold harmless obligations under Section 9.1 shall extend to any failure to pay prevailing wages where the same are required by law in connection with the Project.

Nothing in this section shall preclude Developer from challenging a prevailing wage determination made by the City or another agency, or from requesting a prevailing wage determination.

- 12.2. Estoppel Certificate. Either party may at any time request another party to certify in writing that: (1) this Agreement is in full force and effect; (2) this Agreement has not been amended except as identified by the other party; and (3) to the best knowledge of the other party, the requesting Party is not in default, or if in default, the other party shall describe the nature and any amount of any such default. The other party shall use its best efforts to execute and return the estoppel certificate to the requesting party within thirty (30) days of the request. The City Manager shall have authority to execute such certificates on behalf of the City.
- 12.3. Recordation. This Agreement shall not be operative until recorded with the Sacramento County Recorder's office. The City Clerk shall record this Agreement at its expense with the County Recorder's office within ten (10) days of the Effective Date, and shall cause any amendment to this Agreement or any instrument affecting the term of this Agreement to be recorded within ten (10) days from date on which the same become effective. Any amendment to this Agreement or any instrument affecting the term of this Agreement which affects less than all of the Property shall contain a legal description of the portion thereof that is the subject of such amendment or instrument.
- 12.4. Notices. All notices required by this Agreement or the Development Agreement Law shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested. Notice required to be given to the City shall be addressed as follows:

City of Elk Grove
Planning Director
8401 Laguna Palms Way
Elk Grove, CA 95758
(with a copy to the City Manager and City Attorney)

Notice required to be given to Developer shall be addressed as follows:

Elk Grove Town Center, LP
c/o The Howard Hughes Corporation
One Galleria Tower
13355 Noel Road, 22nd Floor
Dallas, TX 75240
Attn: President
(with a copy to General Counsel)

Either party may change the address stated herein by giving notice in

writing to the other party, and thereafter notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

- 12.5. Further Assurances, Consent and Cooperation. The parties agree to execute such reasonable additional instruments as are necessary to effectuate the intent of this Agreement; provided, however, that the City Council's discretion to vote in a particular manner cannot be constrained and that the City shall not be required to incur any costs thereby. Whenever the consent or approval of the other party is required under this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed. The parties shall cooperate in good faith in obtaining any permits, entitlements or approvals required by other government entities for the Project.
- 12.6. Business Relationship. The parties acknowledge that Developer is not an agent, joint venturer, or partner of the City.
- 12.7. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the parties hereto and any Successors. No other party shall have any cause of action or the standing to assert any rights under this Agreement
- 12.8. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, economic conditions, moratoria or similar bases for excused performance. If written notice of such delay is given to the City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

In the event litigation is initiated by any party other than Developer that challenges any of the Project Approvals or the environmental document for those approvals and an injunction or temporary restraining order is not issued, Developer may elect to have the term of this Agreement tolled, i.e., suspended, during the pendency of said litigation, upon written notice to City from Developer. The tolling shall commence upon receipt by the City of written notice from Developer invoking this right to tolling. The tolling shall terminate upon the earliest date on which either a final order is issued upholding the challenged approvals or said litigation is dismissed with prejudice by all plaintiffs. In the event a court

enjoins either the City or the Developer from taking actions with regard to the Project as a result of such litigation that would preclude any of them from enjoying the benefits bestowed by this Agreement, then the term of this Agreement shall be automatically tolled during the period of time such injunction or restraining order is in effect.

- 12.9. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.
- 12.10. Attorneys' fees. In the event of litigation by one party against another under this Agreement and/or the related Amended and Restated Agreement Regarding Regional Mall, Fees and Infrastructure ("Amended Mall Agreement"), or to enforce any provision herein and/or the related Amended Mall Agreement, the prevailing party shall be entitled to recovery of its reasonable and actual attorneys' fees and litigation costs (as may be fixed by the Court) from the non-prevailing party, which recovery shall not cumulatively exceed One Hundred and Seventy Five Thousand Dollars (\$175,000.00) per lawsuit, including any counterclaims, cross-claims, related lawsuit and/or consolidated lawsuit. All attorneys' fees and litigation costs incurred by the prevailing party in excess of the amount recoverable under this section shall be borne by the prevailing party.
- 12.11. Liability of Officials. No City official or employee, agent or City contractor shall be personally liable under this Agreement.
- 12.12. Delegation. Any reference to any City body, official or employee in this Agreement shall include that the designee of that body, official or employee, except where delegation is prohibited by law.
- 12.13. Severability. Should any provision of this Agreement be found invalid or unenforceable by a court of law, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
- 12.14. Integration. This Agreement constitutes the entire integrated understanding and agreement of the parties with respect to the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by all of the parties.
- 12.15. Counterparts. This Agreement may be signed in one or more counterparts, and will be effective when all of the parties have affixed their signatures to the counterparts, at which time the counterparts together shall be deemed one original document; provided, however, that all executed counterparts are provided to the City Clerk.

- 12.16. Interpretation. The parties acknowledge that this Agreement has been negotiated by all parties and their legal counsel and agree that this Agreement shall be interpreted as if drafted by all parties.
- 12.17. Inconsistency. In the event of any conflict or inconsistency between the provisions of this Agreement and the Project Approvals and/or the 2001 Approvals, or exhibits thereto, this Agreement shall prevail.
- 12.18. Incorporation. The recitals and all defined terms in this Agreement are part of this Agreement. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference.
 - Exhibit A: Legal Description
 - Exhibit B: Vested Rights under 2001 Development Agreement
 - Exhibit C: Developer's Satisfaction of Prior Obligations
 - Exhibit D: Form of Assignment
- 12.19. Compliance with Laws. In connection with its performance under this Agreement, Developer shall comply with all applicable Laws.
- 12.20. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Sacramento.
- 12.21. Time of the essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of this _____ day of _____, 2014.

CITY OF ELK GROVE

Name: _____
City Manager

Name: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ELK GROVE TOWN CENTER, L.P., a Delaware Limited partnership

By: Elk Grove Town Center, L.L.C., its general partner

By: The Howard Research and Development Corporation, its sole member

By: _____

Its: _____

EXHIBIT A

Legal Description of the Property

All that certain real property situated in the City of Elk Grove, County of Sacramento, State of California, and is described as follows:

All of Lot A as depicted on that certain map entitled "Subdivision No. 00-038.00 Lent Ranch Marketplace", filed for record on December 14, 2007 in Book 372 of Maps, page 27, Sacramento County Records.

Together with a portion of Abandoned West Stockton Boulevard per Book 20081110, Page 381, Official Records of the County of Sacramento and more particular described as follow:

BEGINNING at the easterly terminus in the curved northerly boundary of said Lot A, being a curve concave to the south having a radius of 400.00 feet, a radial line of said curve to said terminus bears North 24°22'51" East; thence from said **POINT OF BEGINNING** North 52°04'42" East, a distance of 46.00 feet;

Thence South 37°55'18" East, a distance of 736.17 feet;

Thence South 33°02'59" East, a distance of 541.63 feet to the easterly line of said Lot A;

Thence coincidental with said easterly line, North 37°55'18" West, a distance of 1275.84 feet to the **POINT OF BEGINNING**.

Containing 100.34 acres of land net, more or less.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, NAD'83, Epoch Date 1997.30, as measured between NGS Station "Eschinger," 1st order, and NGS station "Keller," 1st order. Said bearing is North 20°56'36" West. Distances shown are ground based
August 29, 2014

END OF DESCRIPTION

Michael E. Long P.L.S. 6815
Expires September 30, 2014.

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT B

Vested Rights Under 2001 Development Agreement

Except as otherwise specifically provided in the Agreement, the vested rights established under the following sections of the 2001 Development Agreement shall remain in full force and effect for the term of the Agreement:

1. Vested rights under the "Project Approvals" (as defined under the 2001 Development Agreement, except as specifically modified by the Project Approvals (as defined in Section 1.15 of the Agreement). See Sections 2(u) and 11 of the 2001 Development Agreement.
2. Subsequent Approvals as defined under Section 12 of the 2001 Development Agreement issued by the City prior to the Effective Date, except as specifically modified by the Project Approvals (as defined in Section 1.15 of the Agreement).
3. Vested rights granted to the "Mall Developer" under Section 15 and Exhibit E of the 2001 Development Agreement, except as otherwise specifically provided under the Agreement.

EXHIBIT C

Satisfaction Of Developer's Prior Obligations

The following sets forth the obligations under the 2001 Approvals that have been satisfied to date by the Developer.

Section 1 - Development Impact Fees

The table below summarizes the development impact and mitigation fees paid for permitted buildings. (572,368 Square Feet)

<u>Fees Paid to City of Elk Grove</u>	
Capital Facilities Fee	\$1,051,157
Very Low Income Housing Fee	\$442,650
Roadway Fee*	\$8,531,766
Laguna Ridge Park Fee	\$120,625
<u>City Sub Total</u>	<u>\$6,514,090</u>
<u>Fees Paid to Other Agencies</u>	
Elk Grove Unified School District	\$240,395
SASD	\$1,103,795
SRCSD	\$269,090
Zone 1 Fire Fee	\$792,676
Water	\$2,691,100
Storm Drainage	\$1,971,599
Swainson's Hawk	\$93,085
Agricultural Mitigation	Dedicated Easement
<u>Sub Total</u>	<u>\$6,128,669</u>
<u>Grand Total</u>	<u>\$12,642,759</u>

*Roadway fees prepaid for 1,213,254 square feet pursuant to the terms of that certain Agreement Regarding Regional Mall, Fees and Infrastructure by and between City and Developer dated November 14, 2007.

Section 2 - Construction of Infrastructure

Roadway Improvements

Roadway Segments

- Promenade Parkway – Kammerer Road to Lent Ranch North Project Boundary
- Kammerer Road – Promenade Parkway to Western Lent Ranch Project Boundary, and additional acceleration/deceleration lane on the north side of Kammerer Road, between Promenade Parkway to Western Lent Ranch Project Boundary
- Lent Ranch Parkway - Kammerer Road to Promenade Parkway
- Bilby Road - Promenade Parkway to Western Lent Ranch Project Boundary
- Kyler Road - Promenade Parkway to Western Lent Ranch Project Boundary

Intersections

- Promenade Parkway/Lent Ranch Parkway - Intersection
- Kammerer/Promenade Parkway - Intersection
- Promenade Parkway & Bilby Road - Intersection
- Promenade Parkway & Kyler Road - Intersection
- Lent Ranch Parkway/Kammerer Road - Intersection

Traffic Signals

- Promenade Parkway/Kyler Road
- Promenade Parkway/Bilby Road
- Promenade Parkway/Lent Ranch Parkway
- Promenade Parkway/South Mall Entrance
- Kammerer/Lent Ranch Parkway

Water Transmission and Distribution Mains

- 20" Transmission main within West Stockton Boulevard, from the Southern Boundary of the Elk Grove Automall to the Northerly Lent Ranch Project Boundary.
- 20" Transmission main within Promenade Parkway, from the Northerly Lent Ranch Project Boundary to the intersection of Promenade Parkway and Bilby Road.
- 24" Transmission main within Promenade Parkway, from intersection of Promenade Parkway and Bilby Road to the Intersection of Promenade Parkway and Kammerer Road
- 20" Transmission main within Bilby Road, from the Western Lent Ranch Project Boundary to the intersection of Promenade Parkway and Bilby Road.
- 16" Transmission main within Lent Ranch Parkway, from the intersection of Promenade Parkway and Lent Ranch Parkway to the Intersection of Lent Ranch Parkway and Kammerer Road.

- 20" Transmission main within Kammerer Road, from the Western Lent Ranch Project Boundary to the intersection of Kammerer Road and Promenade Parkway.
- 22 - 12" D-Main Stubs for Service to Parcels
- 10 - 8" D-main Stubs for Service to Hydrants

Trunk and Collector Sewer System

- 8" Sewer Main within Promenade Parkway from +/- 435' South of the Northern Lent Ranch Project Boundary to intersection of Promenade Parkway and Kyler Road
- 15" Sewer Main within Promenade Parkway from the intersection of Promenade Parkway and Kyler Road to the intersection of Promenade Parkway and Bilby Road
- 8" Sewer Main within Bilby Road from +/- 65' East of the Western Lent Ranch Project Boundary to the Intersection of Promenade Parkway and Bilby Road
- 12" Sewer Main within Promenade Parkway from the intersection of Promenade Parkway and Bilby Road to the intersection of Promenade Parkway and Lent Ranch Parkway
- 8" Sewer Main within Lent Ranch Parkway from +/- 300' North of the intersection of Lent Ranch Parkway and Kammerer Road to the Intersection of Lent Ranch Parkway and Promenade Parkway
- 15" Sewer Main within Promenade Parkway from the intersection of Promenade Parkway and Lent Ranch Parkway to +/- 600' North of the intersection of Promenade Parkway and Kammerer Road
- 8" Sewer Main within Promenade Parkway from +/- 600' North of the intersection of Promenade Parkway and Kammerer Road to intersection of Promenade Parkway and Kammerer Road
- 15" Sewer Main within Kyler Road from the intersection of Kyler Road and Promenade Parkway to the Western Lent Ranch project boundary
- 15" Sewer Main within Future Kyler Road traversing the Sterling Meadows Project from the Western Lent Ranch Marketplace Project Boundary to a future intersection of future Kyler Road and a future Roadway located +/- 600' from the Western Sterling Meadows Project Boundary
- 18" Sewer Main within Future Kyler Road traversing the Sterling Meadows Project from a future intersection of future Kyler Road and a future Roadway located +/- 600' from the Western Sterling Meadows Project Boundary to the Sewer Lift Station
- 17 - 8" Lateral connections to the sewer mains listed above to serve fronting parcels within the Lent Ranch Marketplace Project
- 1 - 6" Lateral connection to the sewer main listed above to serve a fronting parcel within Lent Ranch Marketplace Project
- 1 - 12" Lateral connection to the sewer main listed above to serve the future Sterling Meadows Project
- 1 - 8" Lateral connection to the sewer main listed above to serve the future Sterling Meadows Project

Sewer Lift Station and Force Main

- Sewer Lift with capacity of +/- 2.1 million gallons per day to server development of Lent Ranch and Sterling Meadows located on the Western boundary of Sterling Meadows +/- 4,100' North of Kammerer Road on the North side of future Kyler Road
- 12" Force Main within the Future Right of Way of the Sterling Meadows Project that is the extension of Kyler Road, from the Sewer Lift Station to the Western Lent Ranch Project Boundary
- 12" Force Main within Kyler Road, from Western Lent Ranch Parkway to the Intersection of Kyler Road and Promenade Parkway
- 12" Force Main traversing Lent Ranch Parcel G, from the Intersection of Kyler Road and Promenade Parkway to the Eastern Boundary of Lent Ranch Parcel G
- 12" Force Main Bore and Jack Crossing of State Route 99 from Lent Ranch Parcel G to the intersection of East Stockton Boulevard and Hampton Oak Drive
- Connection to East Elk Grove Trunk Sewer Main within East Stockton Boulevard at the intersection of East Stockton Boulevard and Hampton Oak Drive

Trunk and Local Storm Drainage

- 24" Storm Drainage Line within Promenade Parkway from +/- 125' South of the Northern Lent Ranch project boundary to +/- 425' South of the Northern Lent Ranch Project Boundary
- 30" Storm Drainage Line within Promenade Parkway from +/- 425' South of the Northern Lent Ranch Project Boundary to +/- 800' South of the Northern Lent Ranch Project Boundary
- 36" Storm Drainage Line within Promenade Parkway from +/- 800' South of the Northern Lent Ranch Project Boundary to the intersection of Promenade Parkway and Kyler Road
- 42" Storm Drainage Line within Promenade Parkway from the intersection of Promenade Parkway and Kyler Road to +/- 600' South of the intersection of Promenade Parkway and Kyler Road
- 48" Storm Drainage Line within Promenade Parkway from +/- 600' South of the intersection of Promenade Parkway and Kyler Road to the intersection of Promenade Parkway and Bilby Road
- 66" Storm Drainage Line within Promenade Parkway from the intersection of Promenade Parkway and Bilby Road to the intersection of Promenade Parkway and Lent Ranch Parkway
- 54" Storm Drainage Line within Promenade Parkway from the intersection of Promenade Parkway and Lent Ranch Parkway to +/- 650' North of Kammerer Road
- 48" Storm Drainage Line within Promenade Parkway from +/- 650' North of Kammerer Road to the intersection of Promenade Parkway and Kammerer Road

- 18" Storm Drainage Line within Kammerer Road from +/- 50' East of the Western Lent Ranch project boundary to +/- 700' West of the Intersection of Kammerer Road and Promenade Parkway
- 18" Storm Drainage Line within Kammerer Road from the Intersection of Kammerer Road and Promenade Parkway to +/- 200 East of the Intersection of Kammerer Road and Promenade Parkway
- 24" Storm Drainage Line within Lent Ranch Parkway the intersection of Lent Ranch Parkway and Kammerer Road to +/- 100' North of the intersection of Lent Ranch Parkway and Kammerer Road
- 36" Storm Drainage Line within Lent Ranch Parkway from +/- 100' North of the intersection of Lent Ranch Parkway and Kammerer Road to +/- 300' North of the intersection of Lent Ranch Parkway and Kammerer Road
- 42" Storm Drainage Line within Lent Ranch Parkway from +/- 300' North of the intersection of Lent Ranch Parkway and Kammerer Road to +/- 500' Southwest of the intersection of Lent Ranch Parkway and Promenade Parkway
- 48" Storm Drainage Line within Lent Ranch Parkway from +/- 500' Southwest of the intersection of Lent Ranch Parkway and Promenade Parkway to the intersection of Lent Ranch Parkway and Promenade Parkway
- 78" Storm Drainage Line within Bilby Road from the intersection of Promenade Parkway and Bilby Road to the Western Lent Ranch project boundary
- 78" Storm Drainage Line within Future Bilby Road Traversing the Sterling Meadows project from the Western Lent Ranch project boundary to the Storm Water Detention and Water Quality Basin Located on the Sterling Meadows Project Western +/- 2,000' North of Kammerer Road
- 24" Storm Drainage Line within Kyler Road from the intersection of Promenade Parkway and Kyler Road to +/- 50' from the Western Lent Ranch project boundary
- 48" Storm Drainage Line within Public Drainage Easement Traversing Lent Ranch Parcel A (Outlet Collection at Elk Grove Site) conveying storm water from State Route 99 and Grantline Road/Kammerer Road Interchange
- 1 - 30" Lateral connection to the Storm Drainage Lines listed above to serve fronting parcel within the Lent Ranch Marketplace Project
- 10 - 24" Lateral connections to the Storm Drainage Lines listed above to serve fronting parcels within the Lent Ranch Marketplace Project
- 24 - 18" Lateral connections to the Storm Drainage Lines listed above to serve fronting parcels within the Lent Ranch Marketplace Project
- 4 - 36" Lateral connection to the Storm Drainage Lines listed above to serve the future Sterling Meadows Project
- 4 - 12" Lateral connection to the Storm Drainage Lines listed above to serve the future Sterling Meadows Project
 - Storm Water Detention and Storm Water Quality Basin

• EXHIBIT D

Sample Form of Assignment and Assumption Agreement

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758
Attn: City Clerk

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made by and between Elk Grove Town Center, LP, a Delaware limited partnership ("EGTC"), and _____, a _____ ("Assignee").

RECITALS

1. On _____, 2014, the City of Elk Grove, and EGTC entered into that certain "Development Agreement" (the "Development Agreement"). Pursuant to the Development Agreement, EGTC agreed to develop the Property (as that term is defined in the Development Agreement) as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Sacramento County on _____, 20____, as Instrument No. 20____-_____.
2. EGTC intends to convey a portion of the Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit B attached hereto and incorporated herein by this reference (the "Assigned Parcel").
3. EGTC desires to assign and Assignee desires to assume all of EGTC's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, EGTC and Assignee hereby agree as follows:

1. EGTC hereby assigns, effective as of its conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of EGTC under the Development Agreement with respect to the Assigned Parcel. EGTC retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect the Property other than the Assigned Parcel.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of EGTC under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of EGTC under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for EGTC as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

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

4. The Notice Address described in the Development Agreement with respect to the Assigned Parcel shall be:

5. This Agreement may be signed in identical counterparts.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of this ____ day of _____, 2014.

Elk Grove Town Center, LP

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
APPROVING THE AMENDED AND RESTATED AGREEMENT REGARDING THE
REGIONAL MALL, FEES, AND INFRASTRUCTURE WITH ELK GROVE TOWN
CENTER, LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT IN SUBSTANTIALLY THE FORM PRESENTED**

WHEREAS, on June 27, 2001, the City Council certified the Environmental Impact Report (EIR, State Clearinghouse No. 1997122002) for the Lent Ranch Marketplace Project and adopted the Lent Ranch Special Planning Area, which provided for the development of a regional mall and surrounding retail, office, and entertainment development; and

WHEREAS, on July 11, 2007 the City Council adopted an Agreement Regarding the Regional Mall, Fees, and Infrastructure with Elk Grove Town Center, LP regarding the regional mall; and

WHEREAS, said Agreement Regarding the Regional Mall, Fees, and Infrastructure was subsequently amended on November 14, 2007; and

WHEREAS, the Planning Division of the City of Elk Grove received an application on April 11, 2014 from Elk Grove Town Center, LP (the "Applicant") requesting an amendment to the approved District Development Plan for the Regional Mall site (District A) of the Lent Ranch Special Planning Area (the "Project"); and

WHEREAS, the proposed Project is located on real property in the incorporated portions of the City of Elk Grove more particularly described as APN 134-1010-001; and

WHEREAS, the Application to amend the approved District Development Plan for the Regional Mall included a restructuring of the development into phases and from a "traditional" mall to an "outlet" mall; and

WHEREAS, the design of the proposed Project does not include some of the store elements required in the 2001 Development Agreement; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act; and

WHEREAS, the Project is located within the Lent Ranch Special Planning Area for which an EIR (State Clearinghouse No. 1997122002) was prepared and certified July 2001; and

WHEREAS, State CEQA Guidelines section 15162 identifies that when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless then lead agency (the City) determines, on the basis of substantial evidence in light of the whole record, one or more substantial change in the project, circumstances, or information (as defined in the section) have occurred; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 18, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting;

WHEREAS, the City Council held a duly noticed public hearing on October 8, 2014 as required by law to consider all of the information presented by staff, information presented by the Applicant, and public testimony presented in writing and at the meeting; and

WHEREAS, the City Council has determined that no further environmental review is required under the California Environmental Quality Act for the Outlet Collection at Elk Grove Project (EG-14-012) pursuant to State CEQA Guidelines section 15162 based upon the following finding:

California Environmental Quality Act (CEQA)

Finding: No further environmental review is required under the California Environmental Quality Act pursuant to State CEQA Guidelines section 15162.

Evidence: The City has reviewed the Project and analyzed it based upon the provisions in section 15162 of the State CEQA Guidelines. As described in the Project description, the Project will modify the format of the Regional Mall from a “traditional” mall to an “outlet” concept, but the configuration of the Project will be within the development parameters analyzed under the 2001 EIR for the Lent Ranch SPA. Specifically, the EIR identified a total leasable area of 1,300,000 square feet for District A and the Project proposes a first phase of approximately 775,000 total square feet with 689,000 being gross leasable area, or approximately 53-percent of the total allowed gross leasable area. Phase 2 has not been proposed for development as part of the project description, but will be required to fall within the approved uses and total development potential of the SPA that were analyzed in the 2001 EIR. The characteristics of the Phase 2 area are undefined and subject to speculation and, pursuant to CEQA Guidelines section 15145, cannot be further analyzed at this time. The proposed wireless telecommunication facilities (through the conditional use permit) will be within the core development area and are design consistent with the maximum height and density/intensity of development otherwise allowed in the District. Therefore, there are no substantial changes in the Project from that analyzed in the 2001 EIR and no new significant environmental effects, or substantial increase in the severity of previously identified significant effects. No new information of substantial importance has been identified.

Further, since no changes to the EIR are necessary to support the Project, the City is not required to prepare an Addendum to the EIR as required by State CEQA Guidelines Section 15164. Therefore, the prior EIR is sufficient to support the Project and no further environmental review is required.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby approves the Amended and Restated Agreement Regarding the Regional Mall, Fees, and Infrastructure (the Mall Agreement) as provided in Exhibit A, incorporated herein by this reference, and authorizes the City Manager to executed the agreement; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute all documents and take all actions reasonably necessary to implement the Mall Agreement

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 8th day of October 2014.

GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

**AMENDED AND RESTATED AGREEMENT
REGARDING REGIONAL MALL, FEES AND INFRASTRUCTURE**

This Amended and Restated Agreement Regarding Regional Mall, Fees and Infrastructure (the "**Agreement**") is entered into as of [REDACTED], 2014 (the "**Effective Date**") by and between the City of Elk Grove, California, a municipal corporation organized under the laws of the State of California ("**Elk Grove**" or "**City**"), and Elk Grove Town Center, L.P., a Delaware limited partnership ("**EGTC**").

Recitals

This Agreement is predicated upon the following findings:

- A. On September 5, 2001 by Ordinance 13-2001, the Elk Grove City Council adopted that certain Development Agreement (the "2001 Development Agreement") for the development of the 295-acre Lent Ranch Marketplace Special Planning Area (the "SPA"), and
- B. Pursuant to the 2001 Development Agreement and the SPA, on July 11, 2007 the Elk Grove City Council approved a Development Plan Review (EG-05-878) for the Elk Grove Promenade development, which permitted the construction of an initial 1.1 million square foot open-air regional mall in SPA District A; and
- C. Following the 2001 Development Agreement, the City and EGTC entered into that certain "Agreement Regarding Mall, Fees and Infrastructure" dated November 14, 2007 (the "2007 Mall Agreement"); and
- D. Developer has completed construction of major backbone infrastructure and offsite improvements to serve the SPA area; and
- E. While substantial construction of the Elk Grove Promenade project was completed, the project was stopped in December of 2008 due to the economic recession and the bankruptcy reorganization of General Growth Properties, Inc.; and
- F. City has approved Regional Mall District Development Plan & Review File No. EG-14-012 for the substantial reuse of the existing building construction and improvements in SPA District A, through the development of commercial and retail uses; and
- G. Concurrently with the City's approval of Regional Mall District Development Plan & Review File No. EG-14-012, the City has entered into

that certain Development Agreement dated [REDACTED] with EGTC (the "2014 Development Agreement")

- H. The parties wish to amend, restate and supersede the 2007 Mall Agreement, to acknowledge the satisfaction of certain obligations and commitments of the parties under the 2007 Mall Agreement and to establish future obligations and commitments of the parties with respect to Regional Mall District Development Plan & Review File No. EG-14-012.

NOW, THEREFORE, the Parties agree as follows:

1. Effect on 2007 Mall Agreement. This Agreement shall amend and restate the 2007 Mall Agreement in its entirety, and upon the Effective Date of this Agreement, the 2007 Mall Agreement shall be deemed to be superseded and replaced in its entirety by this Agreement.
2. Mall Requirements. EGTC acknowledges that as a material inducement for Elk Grove to enter into this Agreement, EGTC will, subject to receiving the necessary approvals from the City and other applicable governmental agencies, construct and open a retail center ("**Mall**") meeting the following criteria:
 - a. Minimum of 400,000 square feet of gross building area in the initial phase of development, which will be constructed in substantial conformance to Regional Mall District Development Plan File No. EG-14-012, subject to any modifications thereto as may be required or approved by the City.
 - b. The stores within the initial phase of the Mall, developed pursuant to Regional Mall District Development Plan File No. EG-14-012, will include at least 21 tenants found in attached Exhibit A. All tenants that count toward the Exhibit A total will have square footage sizes that are customary for such tenants' retail stores.
 - c. The construction of the initial phase of the Mall will be complete, and all of the provisions in Section 1(b) above shall be met (i.e., the tenants in the Mall specified in Section 1(b) shall be open to the public), within one (1) year after the initial opening of any portion of the Mall to the public.
 - d. The parties agree that the initial phase of the Mall shall be open to the public no later than four (4) years after the effective date of the 2014 Development Agreement.

3. License of Improvements. Concurrent with this Agreement, City and EGTC shall enter into a License Agreement in the form attached hereto as Exhibit B (the “**License Agreement**”).
4. Public Improvements. All public improvements required for the development of SPA District A, including without limitation the improvements listed on attached Exhibit C (the “Offsite Improvements”), have been constructed by EGTC and accepted by the appropriate governmental agencies. EGTC represents, to best of its knowledge, the Offsite Improvements were constructed in compliance with the prevailing wage requirements of *Labor Code §1720 et. seq.*
5. Prevailing Wage Requirements and Indemnity. If any on-site or off-site improvements related to the Mall, including, without limitation, the Offsite Improvements defined herein, constructed by or caused to be constructed by EGTC or any of its predecessors, affiliates, contractors, sub-contractors, or agents, are considered to be public works for purposes of prevailing wages under State law, then when such improvements are constructed, or were constructed, they shall be, or shall have been, constructed in compliance with the prevailing wage law pursuant to *Labor Code §1720 et seq.* and implementing regulations of the Department of Industrial Relations and shall comply with the other applicable provisions of the prevailing wage law, including, without limitation, the payment of prevailing wages in the construction of such improvements, as those wages are determined pursuant to the prevailing wage law. The City makes no representations or warranties as to whether any such improvements are considered to be public works for purposes of prevailing wages under State law. Should EGTC or any of the aforementioned persons or entities fail to pay, fail to cause to be paid, or fail to have paid or caused to have been paid, prevailing wages, or to have complied with the aforementioned prevailing wage laws as to any such improvements, and it is alleged, contended, or determined that it should have paid prevailing wages, or otherwise fail to comply with the prevailing wage law, EGTC shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City (as defined in this Agreement) from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the failure to pay prevailing wages or comply with the prevailing wage law. This indemnification obligation shall survive the termination of this Agreement.

6. Unreimbursed Infrastructure. The City agrees to reimburse the Developer for the acquisition and installation of the "Unreimbursed Cost of Offsite Improvements" as defined herein and in the License Agreement. This reimbursement is based on the actual construction cost of the Offsite Improvements, as determined by the City in the amount of fifteen million five hundred eighty one thousand six hundred eighty nine dollars and no cents (\$15,581,689).

7. Miscellaneous.
 - a. Assignment. EGTC, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, covenants that it will not assign any of its rights or obligations under this Agreement without the prior written consent of Elk Grove in each instance, which consent may be withheld in Elk Grove's sole discretion. Any assignment in violation of this Section 12(a) will be void. No permitted assignee of this Agreement may further assign this Agreement without Elk Grove's prior written consent.

 - b. Notices. All notices under this Agreement shall be delivered by personal service, deposited in the United States mail, postage prepaid, certified and/or registered, or deposited with any nationally-recognized overnight courier that routinely issues receipts, addressed to the as set forth below. All notices shall be deemed delivered upon receipt or refusal thereof.

City of Elk Grove
Planning Director
8401 Laguna Palms Way
Elk Grove, CA 95758
(with a copy to the City Manager)

Notice required to be given to EGTC shall be addressed as follows:

Elk Grove Town Center, LP
c/o The Howard Hughes Corporation
One Galleria Tower
13355 Noel Road, 22nd Floor
Dallas, TX 75240
Attn: President (w/copy to General Counsel)

Any party may, by written notice to the other parties to this Agreement, change the address at which that party receives written notice under this section.

- c. Governing Law: Venue. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.
- d. Amendment. No amendment, alteration, modification of, or addition to this Agreement will be valid or binding unless expressed in writing and signed by all parties.
- e. Severability. If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid or unenforceable will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.
- f. No Waiver. The waiver by either party of any agreement, condition, or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Agreement.
- g. Authority. EGTC and the persons or parties executing this Agreement on behalf of EGTC represent to City that such party is authorized to do so by requisite action of the board of directors, or partners, as the case may be, and agree, upon request, to deliver to City a resolution or similar document to that effect.
- h. Attorneys' Fees. In the event of litigation by one party against another under this Agreement and/or the related 2014 Development Agreement, or to enforce any provision herein and/or the related 2014 Development Agreement, the prevailing party shall be entitled to recovery of its reasonable and actual attorneys' fees and litigation costs (as may be fixed by the Court) from the non-prevailing party, which recovery shall not cumulatively exceed One Hundred and Seventy Five Thousand

Dollars (\$175,000.00) per lawsuit, including any counterclaims, cross-claims, related lawsuits and/or consolidated lawsuits. All attorneys' fees and litigation costs incurred by the prevailing party in excess of the amount recoverable under this section shall be borne by the prevailing party.

- i. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of this day of , 2014.

CITY OF ELK GROVE

Name: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ELK GROVE TOWN CENTER, L.P., a Delaware Limited partnership

By: Elk Grove Town Center, L.L.C., its general partner
By: The Howard Research and Development Corporation, its sole member

By: _____

Its: _____

EXHIBIT A

TENANT LIST

(Outlet or Full-Price Format)

- 2B Bebe
- 7 for all Mankind
- Abercrombie & Fitch
- Adidas
- Aeropostale
- Aerosoles
- Aldo
- American Eagle
- Ann Taylor
- ASICS
- Banana Republic
- Bare Essentials
- Bass Shoes
- Bath & Body Works
- Body Shop
- Bose
- Brighton
- Brooks Brothers
- CAbi
- Cache
- Calvin Klein
- Carter's
- Charlotte Russe
- Chico's
- Children's Place
- Claire's
- Clark's
- Coach
- Cole Haan
- Columbia Sportswear
- Converse
- Crabtree & Evelyn
- Crocs
- DKNY
- Dooney & Bourke
- Dressbarn Express
- Famous Footwear
- Forever 21
- Fossil
- Gap
- Gap Kids
- GNC
- Guess
- Gymboree
- H&M
- Hanes
- Hartstrings Childrens
- Helzberg
- Hot Topic
- Hurley Outlet
- IT'SUGAR
- IZOD
- J. Crew
- Jared
- Jockey
- Joe's Jeans
- Johnston & Murphy
- Jones New York
- Jos A Bank
- Journey's
- Justice & Brothers
- Kate Spade
- Kay Jewelers
- Kenneth Cole
- Kitchen Collection
- L.L. Bean
- Lane Bryant
- Le Creuset
- Levi's
- Lindt Chocolate
- Loft
- Lucky Brand
- Michael Kors
- Motherhood Maternity
- Movado
- Multi-screen cinema
- Nautica
- Nautica Kids
- Neiman-Marcus
- Last Call Studio
- New Balance
- Nike
- Nine West
- Nordstrom Rack
- NY & Co.
- Oakley
- Old Navy
- OshKosh
- PacSun
- Perfumania
- Perry Ellis
- Polo Ralph Lauren
- Pottery Barn
- PUMA
- Rack Room Shoes
- Reebok and Rockport
- Restoration Hardware
- Saks Off-Fifth
- Samsonite
- Seiko
- Sketchers USA
- Sperry
- Steve Madden

- Stride Rite
- Sunglass Hut
- Sunglass Warehouse
- Swarovski
- Table-service restaurant(s): 1 each
- Talbots
- The Northface
- Tilly's
- Tommy Hilfiger
- True Religion Brand Jeans
- U.S. Polo Assn
- UGG Australia
- Under Armour
- Van Heusen
- Victoria's Secret
- Vineyard Vines
- Vitamin World
- White House Black Market
- Wilson's Leather
- Wireless store
- Yankee Candle
- Zumiez

EXHIBIT B
FORM OF LICENSE AGREEMENT

LICENSE AGREEMENT

This License Agreement is entered into as of this [REDACTED] day of [REDACTED] 2014 (the "Effective Date"), by and between THE CITY OF ELK GROVE, a municipal corporation ("City"), and ELK GROVE TOWN CENTER, L.P., a Delaware limited partnership ("Owner")

RECITALS

- A. Owner is the owner in fee of that certain real property (the "Site") consisting of approximately 100.34 acres of land located generally North of Kammerer Road, West of State Route 99, which is described on Exhibit A.
- B. On or about [REDACTED], 2014, Owner and the City entered into a Development Agreement ("2014 Development Agreement") that provides the terms and conditions under which the Site shall be developed with retail uses in furtherance of the City's General Plan.
- C. Concurrently herewith, the City and the Owner have entered into that certain Amended and Restated Agreement Regarding Regional Mall, Fees and Infrastructure ("Mall Agreement") which contains the terms and conditions pursuant to which the entire Site will be developed with retail and commercial uses consistent with the Lent Ranch Marketplace Special Planning Area and the 2014 Development Agreement (the "Mall"), the financing and reimbursement for previously constructed off-site public improvements related to the development of the Elk Grove Promenade project and providing for the Owner to grant to the City a nonexclusive license over a portion of the Site for public parking and limited event purposes, as described herein.
- D. As a condition of prior City regulatory approvals related to the development of the Elk Grove Promenade project, Owner constructed or installed certain public improvements and dedicated right-of-way as set forth in Exhibit C of the Mall Agreement (the "Offsite Improvements"), consisting of certain roadway improvements, water and sewer transmission lines and drainage and flood control improvements.
- E. Owner was partially reimbursed for the cost of construction and installation of the Offsite Improvements through fee programs, however, a portion of the cost of construction and installation of the Offsite Improvements will not be reimbursed through such fee programs or otherwise. The unreimbursed portion of the Owner's cost of construction

and installation of the Offsite Improvements and dedicated right-of-way (such unreimbursed portion, the "Unreimbursed Cost of Offsite Improvements") is fifteen million five hundred eighty one thousand six hundred eighty nine dollars and no cents (\$15,581,689) .

- F. The 2014 Development Agreement, Mall Agreement and related prior approvals for the Elk Grove Promenade project authorize and permit Owner to construct and maintain certain public parking areas and private streets in conjunction with the development of the Site to accommodate the traffic circulation and off-street parking demands to be generated by the Mall.

- G. The City and Owner agree that development of the Mall on the Site and construction of the Off-site Improvements (collectively, the "Project") are in the vital and best interests of the City and the welfare of its residents, and in accordance with the public purposes and provisions of applicable law. The public purposes to be served by the Project include, without limitation, the provision of improved access and circulation, increased public parking including the use of an area within the parking lot as a park-and-ride-facility and use of undeveloped areas of the Site for City events, as provided herein; assistance with the long term financial stability of the City, the encouragement of retail development along major corridors in the City; the creation of local job opportunities and the preservation of the current employment base; expansion of the number and variety of shopping opportunities for the citizens of Elk Grove; provision of additional tax revenues to fund police, fire and other vital public services; reduction of sales tax leakage; and aesthetic enhancement of the community. The City and Owner further agree that, without the long term financial security provided by this License Agreement, it would be financially unfeasible for Owner to commence and complete construction of the Project and that, in the absence of this License Agreement, the City's ability to achieve the important public purposes to be served by the Project would be lost.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions set forth in this License Agreement, City and Owner agree as follows:

COVENANTS

1. Grant of Nonexclusive License for Public Parking and Access Purposes. Owner hereby agrees to grant to City and City hereby agrees to accept from Owner a nonexclusive license for public parking and event purposes, as defined herein. Public parking shall include use of the

parking lot for a park-and-ride-facility (in the manner set forth herein) and for automobiles and light trucks only over and across the parking lot(s) to be constructed and maintained by Owner on the Site (the "Parking License Areas" as shown on Exhibit B) existing from time to time, together with the right of ingress to and egress from the nearest public street and such parking lot(s) on the driveways to be located on the Site from time to time, all pursuant to the 2014 Development Agreement, the Mall Agreement and related approvals, as the same may be amended from time to time, and without any fee or charge to the City or members of the public using the Parking License Areas. Additionally, the license shall include the City's ability to hold up to four events a year on undeveloped areas within the Site (such areas, the "Event License Areas," as shown on Exhibit C). The foregoing grant is subject to the following specific limitations:

- a. The grant of the nonexclusive license rights for public parking and events and access as provided herein shall become effective as of the date that City issues the first certificate of occupancy for any of the stores or buildings to be provided on the Site.
- b. City shall not use or permit to be used the Parking License Areas or Event License Areas for purposes that are inconsistent with either or both:
 - i. The intended primary function of such area as parking for the customers, employees, licensees and invitees of the Mall;
or
 - ii. The satisfaction of Owner's off-street parking requirements for the Site.

Not by way of limitation of the foregoing, City shall have no right under this License Agreement to permit the Parking License Areas to be used for parking of vehicles or an event in excess of the time restrictions established by Owner in accordance with subparagraph e. below, or for a park-and-ride facility or for the satisfaction of off-street parking requirements that apply to other properties in the vicinity of the Site.

- c. City shall have no right to construct, reconstruct, maintain, demolish or remove any structures or improvements or to erect any barriers within the Parking License Areas or Event License Areas unless such structures or improvements and barriers are approved by Owner in the exercise of its sole business judgment.

- d. Owner shall have the full right to construct, reconstruct, maintain, demolish or remove structures and improvements, construct a parking structure and improvements, erect barriers and make other physical changes to the improvements within the Parking License Areas and Event License Areas that are consistent with the 2014 Development Agreement, Mall Agreement and related approvals (as the same may be amended from time to time) and other governmental regulations and requirements. City agrees that the area of the Site defined as the Parking License Area on Exhibit B and the Event License Area on Exhibit C shall be revised as appropriate to reflect subsequent development approvals issued by the City, and to amend Exhibit B or C as necessary from time to time during the term of this License Agreement.
- e. Owner shall have the full right to promulgate and enforce parking and circulation restrictions and regulations within the Parking License Areas that are consistent with the 2014 Development Agreement, Mall Agreement and related approvals (as the same may be amended from time to time) any reciprocal easement agreement or other recorded instrument governing the use of the Site ("REA"), and applicable governmental regulations and requirements including, without limitation, closure of the Parking License Areas during hours that the businesses on the Site are closed to the public, time restrictions, valet parking programs (including charges for valet customers), designation of parking areas where employees are required to park, designation of handicapped spaces and similar matters.
- f. Owner shall retain full authority to temporarily take parking spaces out of service when Owner reasonably determines that such action is necessary for safety reasons or to effectuate maintenance, repairs, reconstruction or improvement of said portion of the Site or for temporary outdoor sales.
- g. Use of a portion of the Parking License Areas by the City for park-and-ride purposes shall be limited to 24 spaces. These spaces shall be available for park-and-ride use between the hours of 5 A.M. and 11 P.M., Monday through Friday. Park-and-ride spaces shall be non-exclusive, and shall not be limited to use for park-and-ride purposes. Owner may relocate any and all designated park-and-ride spaces within the Parking License Areas, in accordance with its sole business judgment or to facilitate future improvements to the Site. City agrees to indemnify, defend and hold harmless Owner for any claims, liability, damages and losses arising out of City's use of

parking spaces for park-and-ride purposes as set forth herein.

- h. Subject to obtaining any necessary governmental permits and approvals, Owner shall retain full authority at any time and from time to time to restripe or relocate parking stalls within the Parking License Areas and make other physical alterations and improvements, provided that not fewer than the minimum number of parking spaces required to satisfy Owner's obligations for off-street parking shall be maintained on a permanent basis in accordance with applicable City ordinances, regulations, rules and official policies.
- i. Owner shall have the right to grant utility easements and easements for private ingress and egress that do not materially interfere with City's use of the Site as set forth herein.
- j. This License Agreement shall replace and supersede that certain license agreement dated November 14, 2007 between City and Owner, recorded on December 14, 2007 in Book 20071214, Page 752 in the Official Records of Sacramento County, as of the Effective Date.
- k. City will make a written request to Owner at least ninety (90) days in advance to use any undeveloped portion of the Event License Areas Site for an event. Within thirty (30) days of the request to Owner for Site use, Owner shall provide a response in which Owner either approves, approves with conditions, or declines the request. Owner shall evaluate each event request in its sole business judgment, with regard to the potential effects on the operations of Owner and its tenants on the Site. Owner shall not unreasonably withhold consent for use of the Event License Areas for an event. The number of City events held in a single calendar year shall not exceed four, unless specifically approved in writing by Owner on a case-by-case basis. City agrees to indemnify, defend and hold harmless Owner for any claims, liability, damages and losses arising out of City's use of any portion of the Event License Area for events, as set forth herein. Nothing in this license shall operate to preclude the future development of any portion of the Site by Owner.
- l. Nothing in this License Agreement shall constitute a guarantee or warranty by Owner that the Event License Areas, or any portion thereof, are suitable for a particular event contemplated or proposed by the City or a third party. Moreover, Owner shall not

be required to make any improvements to the Event License Areas to facilitate an event. To the extent that improvements within the Event License Areas are necessary to support an event, in the judgment of the City, such improvements are to be made at the sole cost of the City, or a third party under agreement with the City. No improvements shall be made to or installed within the Event License Areas by the City or a third party without the prior consent of Owner, under Section 1(k). If requested by Owner, the City shall be responsible for removing any improvements made within the Event License Areas following the conclusion of the event, and to restore the Event License Areas to their previous condition to the extent practicable. The City shall be responsible for all utilities, sanitation, traffic and parking control, and debris and trash removal associated with events held pursuant to this License Agreement. Unless agreed specifically by Owner in writing, the City shall not utilize the Parking License Areas, or any portion thereof, for parking associated with events held pursuant to this License Agreement.

2. Management and Control. Owner shall retain full management and control of the Parking License Areas and Event License Areas, subject only to the nonexclusive rights of City and members of the public to utilize the Parking License Areas and Event License Areas as set forth herein.
3. City to Have No Responsibility for Maintenance or Repair or Liability for Injuries or Damage. City shall have no obligation for maintenance, repair, replacement, reconstruction or improvement of all or any portion of the Parking License Areas or any improvements now or hereafter constructed thereon. In addition, and except as provided in Section 1(g) and (k), City shall have no liability by virtue of its property interest in the Parking License Areas for any personal injuries or death, property damage or economic loss arising out of any occurrence on or adjacent to the Parking License Areas, and Owner agrees to indemnify, defend and hold City and its officers, employees, agents, counsel and consultants harmless from and against any claims, liabilities or losses arising from such an occurrence on the Site.
4. Term. This License Agreement and City's rights hereunder shall terminate and become null and void on the date that City makes the final payment due to Owner pursuant to paragraph 5 below. Upon termination of this License Agreement, City agrees to execute in recordable form such documents as may reasonably be required by Owner or the holder of any security interest in all or any portion of the Parking License Areas or Event License Areas to remove the lien or encumbrance of this License

Agreement.

5. City Payments to Owner.

- a. In consideration for Owner's provision of a license to City allowing public use of the Parking License Areas and Event License Areas as set forth in this License Agreement, in order to reimburse Owner for the Unreimbursed Cost of Offsite Improvements, and in consideration of the substantial public benefits to be achieved by the Project during each year of the term hereof, as referenced in Recital G herein, City agrees to make periodic payments ("Payments") to Owner in the amounts, at the times and subject to the terms and conditions set forth herein.
- b. The Payments required to be made by City hereunder shall be calculated based upon the amount of Sales Taxes generated by the Site, where "Sales Taxes" shall mean the sales tax revenues from the imposition of the Bradley-Bums Uniform Sales and Use Tax Law (commencing with Section 7200 of the Revenue and Taxation Code), as the same may be amended from time to time, that the California State Board of Equalization ("SBOE") determines are generated by the Site and are paid to the City ("Sales Taxes"). Any sales tax revenues generated by the Site that the SBOE determines are payable to any jurisdiction other than City shall be excluded in the calculation of Sales Taxes hereunder. In no event shall the Payments required to be made hereunder be secured by the City's general fund.
- c. The Payments shall be made quarterly by the City, in arrears, on the following schedule:

Quarter 1 (January 1 to March 31)	Payment due October 1 of the same calendar year.
Quarter 2 (April 1 to June 30)	Payment due January 1 of the following calendar year
Quarter 3 (July 1 to September 30)	Payment due April 1 of the following calendar year
Quarter 4 (October 1 to December 31)	Payment due July 1 of the following calendar year

The first quarter-year for which Payments shall be made shall be the first quarter year within which (1) the initial phase of the Mall is open to the public with stores as described in Section 2(b) of the Mall Agreement open for business, and (2) Sales Taxes are generated in excess of Two Hundred and Seventy Five Thousand Dollars (\$275,000.00) (such figure shall be increased annually by a factor of 1.03). After the first such quarter-year, City's obligation shall continue until the date on which the total amount of Payments made to Owner pursuant to this Paragraph 5 equals the amount of Owner's actual Unreimbursed Cost of Offsite Improvements, as defined in Recital E.

- d. For each year for which Owner is entitled to receive a Payment hereunder, beginning with the first quarter year for which payment is owed under Section 5c, the Payment for such year (as a total of the four quarterly Payments made within the one-year period in question) shall equal the following amount:
 - i. An amount equal to all Sales Taxes for the year in excess of Two Hundred and Seventy Five Thousand Dollars (\$275,000.00) (such figure shall be increased annually by a factor of 1.03), but less than One Million Nine Hundred Thousand Dollars (\$1,900,000.00 (such figure shall be increased annually by a factor of 1.03); plus
 - ii. An amount equal to one-half (1/2) of all Sales Taxes for the year in excess of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) (such figure shall be increased annually by a factor of 1.03).
- e. The City, prior to making each quarterly Payment, shall determine the total Sales Taxes generated from the operation of the Site during the quarterly period for which Payment is due and actually paid to the City for such period based on the data provided by its consultant who receives the information from SBOE, and based upon such determination and the formula describe in Section 5(d) above, the amount of the applicable quarterly Payment. Such determination as between City and Owner shall be conclusive and binding on City and Owner, except that either party shall have the right to contest the sales tax data provided by SBOE in accordance with the procedures available under applicable law, and if any final decision in such contest results in a recalculation of such data, then the parties shall make such adjustments in the amounts credited pursuant to this Section as are necessary to reflect the final

determination.

- f. In the event that Owner is entitled to receive a Payment in accordance herewith, then City shall, in the ordinary course of business, remit the amount of the Payment to Owner. All sums payable hereunder shall be due and payable in lawful money of the United States of America.
- g. Owner shall cooperate with City in providing to City such information that Owner may have regarding Sales Taxes, subject to any nondisclosure or confidentiality provisions in Owner's leases with its tenants. Specifically, Owner shall, to the best of its ability using commercially reasonable efforts, provide and require any of its tenants, licensees, franchisees or transferees to provide to City copies of the quarterly sales tax reports submitted to the SBOE or concurrently with submission to the SBOE.
- h. Prior to the Effective Date, Owner submitted to City a complete accounting of the Owner's actual cost of constructing and installing the eligible Offsite Improvements, including but not limited to the submittal of contracts, proofs of payment, unconditional lien releases, and any other documents or materials reasonably requested by the City, consistent with current policies and procedures for City-administered impact fee programs and/or community facility districts.
- i. It is understood and agreed that the Payments required to be made by City to Owner hereunder with respect to the Site are intended to correspond in any relevant period to the benefit provided to City hereunder during such period by use of the license rights hereunder granted with respect to the Site and by the development and operation of the Site.
- j. City payments to Owner shall not take into account Proposition 57, the California Economic Recovery Bond Act, which allowed the State to issue bonds for a budget deficit. In order to ensure repayment of those bonds without raising taxes multiple revenue sources were used to repay the bonds. Including the exchange of taxes under California Revenue and Taxation Code Section 97.68. This temporary revenue measure that shifts revenue in a three step process ("Triple Flip") allows the State to exchange sales tax for property tax in the first flip to gain immediate access to more funds. Thus, the City receives 75% of its 1% of sales tax from the state and 25% of the sales tax is earmarked as property tax. City

shall make payment to Owner of the full 1% of sales tax by extrapolating the 75% of the 1% received by the City regardless of the State's recognition of the exchange.

6. Restrictions on Assignment. The license rights granted herein shall be personal to City and shall not be appurtenant to any real property owned by City. City shall not assign its rights hereunder to any other person or entity without the express prior written approval of Owner, which approval may be granted, conditioned or withheld in Owner's sole and absolute discretion. It is understood that City holds its rights under this License Agreement for the benefit of the citizens and residents of the City of Elk Grove and persons desiring ingress to and egress from the Site and parking in the Parking License Areas. Subject to the foregoing restrictions on assignment, this License Agreement shall be coupled with an interest in real property, shall not be revocable by Owner (in the absence of a material default and failure to cure by City), and shall bind and inure to the benefit of the successors and assigns of City and Owner.
7. Interpretation. The terms of this License Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this License Agreement or any other rule of construction that might otherwise apply. The section headings are for the purposes of convenience only, and shall not be construed to limit or extend the meaning of this License Agreement.
8. Waivers and Amendments. All waivers of the provisions of this License Agreement must be in writing and signed by the appropriate authorities of City or Owner, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of City and Owner.
9. Cooperation: Execution of Documents. Each party shall execute and deliver to the other all such other further instruments and documents as may be necessary to carry out this License Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. Not by way of limitation of the foregoing, at the request of Owner or any holder of a mortgage or deed of trust with respect to all or any portion of the Site, City shall timely execute and deliver to Owner or such holder a written statement of City:
 - a. That, to the best of City's knowledge and belief, no default or breach exists (or would exist with the passage of time, or giving of notice, or both) by Owner under this License Agreement if such be the case, and certifying as to whether or not Owner has at the date

of such certification complied with any obligation of such Owner hereunder as to which such holder may inquire; and/or

- b. Certifying the status of payments made or due hereunder.

The form of any estoppel letter or certificate shall be prepared by Owner or the holder of the mortgage or deed of trust and shall be at no cost to the City.

10. Validation. This License Agreement is entered into by the parties hereto in connection with the Mall Agreement and in order to finance construction of, or reimbursement for, the eligible Offsite Improvements and is an integral part of the method of financing the eligible Offsite Improvements. As such, this License Agreement is a contract, obligation or evidence of indebtedness within the meaning of Government Code Section 53511.

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

CITY OF ELK GROVE

Name: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ELK GROVE TOWN CENTER, L.P., a Delaware Limited partnership

By: Elk Grove Town Center, L.L.C., its general partner

By: The Howard Research and Development Corporation, its
sole member

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the City of Elk Grove, County of Sacramento, State of California, and is described as follows:

All of Lot A as depicted on that certain map entitled "Subdivision No. 00-038.00 Lent Ranch Marketplace", filed for record on December 14, 2007 in Book 372 of Maps, page 27, Sacramento County Records.

Together with a portion of Abandoned West Stockton Boulevard per Book 20081110, Page 381, Official Records of the County of Sacramento and more particular described as follow:

BEGINNING at the easterly terminus in the curved northerly boundary of said Lot A, being a curve concave to the south having a radius of 400.00 feet, a radial line of said curve to said terminus bears North 24°22'51" East; thence from said **POINT OF BEGINNING** North 52°04'42" East, a distance of 46.00 feet;

Thence South 37°55'18" East, a distance of 736.17 feet;

Thence South 33°02'59" East, a distance of 541.63 feet to the easterly line of said Lot A;

Thence coincidental with said easterly line, North 37°55'18" West, a distance of 1275.84 feet to the **POINT OF BEGINNING**.

Containing 100.34 acres of land net, more or less.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, NAD'83, Epoch Date 1997.30, as measured between NGS Station "Eschinger," 1st order, and NGS station "Keller," 1st order. Said bearing is North 20°56'36" West. Distances shown are ground based August 29, 2014

END OF DESCRIPTION

Michael E. Long P.L.S. 6815
Expires September 30, 2014.

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT B

PARKING LICENSE AREA

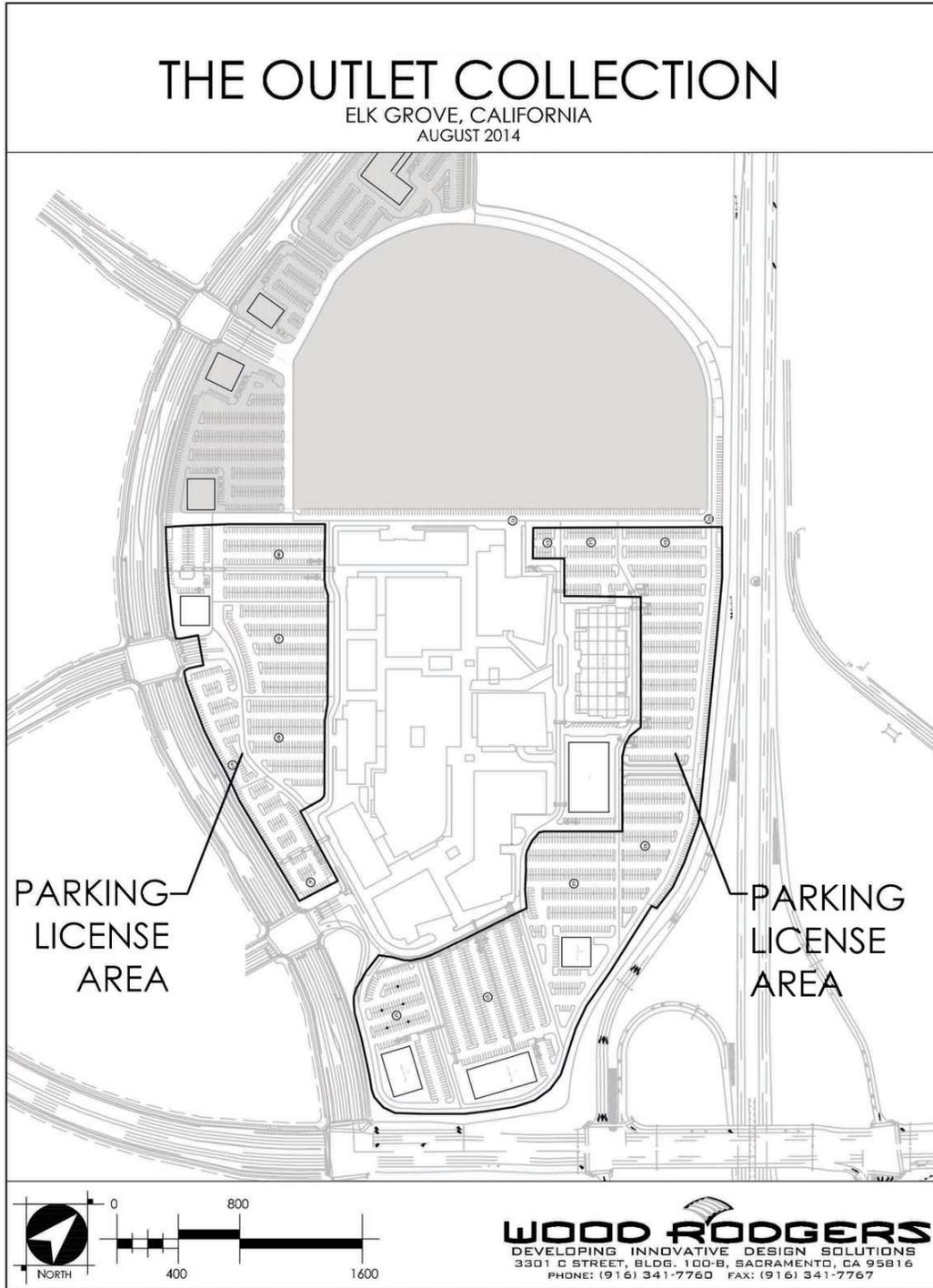


EXHIBIT C

EVENT LICENSE AREA



EXHIBIT C

OFFSITE IMPROVEMENTS

Roadway Improvements

Roadway Segments

- Promenade Parkway – Kammerer Road to Lent Ranch North Project Boundary
- Kammerer Road – Promenade Parkway to Western Lent Ranch Project Boundary, and additional acceleration/ deceleration lane on the north side of Kammerer Road, between Promenade Parkway to Western Lent Ranch Project Boundary
- Lent Ranch Parkway - Kammerer Road to Promenade Parkway
- Bilby Road - Promenade Parkway to Western Lent Ranch Project Boundary
- Kyler Road - Promenade Parkway to Western Lent Ranch Project Boundary

Intersections

- Promenade Parkway/Lent Ranch Parkway - Intersection
- Kammerer/Promenade Parkway - Intersection
- Promenade Parkway & Bilby Road - Intersection
- Promenade Parkway & Kyler Road - Intersection
- Lent Ranch Parkway/Kammerer Road - Intersection

Traffic Signals

- Promenade Parkway/Kyler Road
- Promenade Parkway/Bilby Road
- Promenade Parkway/Lent Ranch Parkway
- Promenade Parkway/South Mall Entrance
- Kammerer/Lent Ranch Parkway

Water Transmission and Distribution Mains

- 20" Transmission main within West Stockton Boulevard, from the Southern Boundary of the Elk Grove Automall to the Northerly Lent Ranch Project Boundary.
- 20" Transmission main within Promenade Parkway, from the Northerly Lent Ranch Project Boundary to the intersection of Promenade Parkway and Bilby Road.
- 24" Transmission main within Promenade Parkway, from intersection of Promenade Parkway and Bilby Road to the Intersection of Promenade Parkway and Kammerer Road
- 20" Transmission main within Bilby Road, from the Western Lent Ranch Project Boundary to the intersection of Promenade Parkway and Bilby Road.

- 16" Transmission main within Lent Ranch Parkway, from the intersection of Promenade Parkway and Lent Ranch Parkway to the Intersection of Lent Ranch Parkway and Kammerer Road.
- 20" Transmission main within Kammerer Road, from the Western Lent Ranch Project Boundary to the intersection of Kammerer Road and Promenade Parkway.
- 22 - 12" D-Main Stubs for Service to Parcels
- 10 - 8" D-main Stubs for Service to Hydrants

Trunk and Collector Sewer System

- 8" Sewer Main within Promenade Parkway from +/- 435' South of the Northern Lent Ranch Project Boundary to intersection of Promenade Parkway and Kyler Road
- 15" Sewer Main within Promenade Parkway from the intersection of Promenade Parkway and Kyler Road to the intersection of Promenade Parkway and Bilby Road
- 8" Sewer Main within Bilby Road from +/- 65' East of the Western Lent Ranch Project Boundary to the Intersection of Promenade Parkway and Bilby Road
- 12" Sewer Main within Promenade Parkway from the intersection of Promenade Parkway and Bilby Road to the intersection of Promenade Parkway and Lent Ranch Parkway
- 8" Sewer Main within Lent Ranch Parkway from +/- 300' North of the intersection of Lent Ranch Parkway and Kammerer Road to the Intersection of Lent Ranch Parkway and Promenade Parkway
- 15" Sewer Main within Promenade Parkway from the intersection of Promenade Parkway and Lent Ranch Parkway to +/- 600' North of the intersection of Promenade Parkway and Kammerer Road
- 8" Sewer Main within Promenade Parkway from +/- 600' North of the intersection of Promenade Parkway and Kammerer Road to intersection of Promenade Parkway and Kammerer Road
- 15" Sewer Main within Kyler Road from the intersection of Kyler Road and Promenade Parkway to the Western Lent Ranch project boundary
- 15" Sewer Main within Future Kyler Road traversing the Sterling Meadows Project from the Western Lent Ranch Marketplace Project Boundary to a future intersection of future Kyler Road and a future Roadway located +/- 600' from the Western Sterling Meadows Project Boundary
- 18" Sewer Main within Future Kyler Road traversing the Sterling Meadows Project from a future intersection of future Kyler Road and a future Roadway located +/- 600' from the Western Sterling Meadows Project Boundary to the Sewer Lift Station
- 17 - 8" Lateral connections to the sewer mains listed above to serve fronting parcels within the Lent Ranch Marketplace Project
- 1 - 6" Lateral connection to the sewer main listed above to serve a fronting parcel within Lent Ranch Marketplace Project
- 1 - 12" Lateral connection to the sewer main listed above to serve the future Sterling Meadows Project
- 1 - 8" Lateral connection to the sewer main listed above to serve the future Sterling Meadows Project

Sewer Lift Station and Force Main

- Sewer Lift with capacity of +/- 2.1 million gallons per day to server development of Lent Ranch and Sterling Meadows located on the Western boundary of Sterling Meadows +/- 4,100' North of Kammerer Road on the North side of future Kyler Road
- 12" Force Main within the Future Right of Way of the Sterling Meadows Project that is the extension of Kyler Road, from the Sewer Lift Station to the Western Lent Ranch Project Boundary
- 12" Force Main within Kyler Road, from Western Lent Ranch Parkway to the Intersection of Kyler Road and Promenade Parkway
- 12" Force Main traversing Lent Ranch Parcel G, from the Intersection of Kyler Road and Promenade Parkway to the Eastern Boundary of Lent Ranch Parcel G
- 12" Force Main Bore and Jack Crossing of State Route 99 from Lent Ranch Parcel G to the intersection of East Stockton Boulevard and Hampton Oak Drive
- Connection to East Elk Grove Trunk Sewer Main within East Stockton Boulevard at the intersection of East Stockton Boulevard and Hampton Oak Drive

Trunk and Local Storm Drainage

- 24" Storm Drainage Line within Promenade Parkway from +/- 125' South of the Northern Lent Ranch project boundary to +/- 425' South of the Northern Lent Ranch Project Boundary
- 30" Storm Drainage Line within Promenade Parkway from +/- 425' South of the Northern Lent Ranch Project Boundary to +/- 800' South of the Northern Lent Ranch Project Boundary
- 36" Storm Drainage Line within Promenade Parkway from +/- 800' South of the Northern Lent Ranch Project Boundary to the intersection of Promenade Parkway and Kyler Road
- 42" Storm Drainage Line within Promenade Parkway from the intersection of Promenade Parkway and Kyler Road to +/- 600' South of the intersection of Promenade Parkway and Kyler Road
- 48" Storm Drainage Line within Promenade Parkway from +/- 600' South of the intersection of Promenade Parkway and Kyler Road to the intersection of Promenade Parkway and Bilby Road
- 66" Storm Drainage Line within Promenade Parkway from the intersection of Promenade Parkway and Bilby Road to the intersection of Promenade Parkway and Lent Ranch Parkway
- 54" Storm Drainage Line within Promenade Parkway from the intersection of Promenade Parkway and Lent Ranch Parkway to +/- 650' North of Kammerer Road
- 48" Storm Drainage Line within Promenade Parkway from +/- 650' North of Kammerer Road to the intersection of Promenade Parkway and Kammerer Road
- 18" Storm Drainage Line within Kammerer Road from +/- 50' East of the Western Lent Ranch project boundary to +/- 700' West of the Intersection of Kammerer Road and Promenade Parkway

- 18" Storm Drainage Line within Kammerer Road from the Intersection of Kammerer Road and Promenade Parkway to +/- 200 East of the Intersection of Kammerer Road and Promenade Parkway
- 24" Storm Drainage Line within Lent Ranch Parkway the intersection of Lent Ranch Parkway and Kammerer Road to +/- 100' North of the intersection of Lent Ranch Parkway and Kammerer Road
- 36" Storm Drainage Line within Lent Ranch Parkway from +/- 100' North of the intersection of Lent Ranch Parkway and Kammerer Road to +/- 300' North of the intersection of Lent Ranch Parkway and Kammerer Road
- 42" Storm Drainage Line within Lent Ranch Parkway from +/- 300' North of the intersection of Lent Ranch Parkway and Kammerer Road to +/- 500' Southwest of the intersection of Lent Ranch Parkway and Promenade Parkway
- 48" Storm Drainage Line within Lent Ranch Parkway from +/- 500' Southwest of the intersection of Lent Ranch Parkway and Promenade Parkway to the intersection of Lent Ranch Parkway and Promenade Parkway
- 78" Storm Drainage Line within Bilby Road from the intersection of Promenade Parkway and Bilby Road to the Western Lent Ranch project boundary
- 78" Storm Drainage Line within Future Bilby Road Traversing the Sterling Meadows project from the Western Lent Ranch project boundary to the Storm Water Detention and Water Quality Basin Located on the Sterling Meadows Project Western +/- 2,000' North of Kammerer Road
- 24" Storm Drainage Line within Kyler Road from the intersection of Promenade Parkway and Kyler Road to +/- 50' from the Western Lent Ranch project boundary
- 48" Storm Drainage Line within Public Drainage Easement Traversing Lent Ranch Parcel A (Outlet Collection at Elk Grove Site) conveying storm water from State Route 99 and Grantline Road/Kammerer Road Interchange
- 1 - 30" Lateral connection to the Storm Drainage Lines listed above to serve fronting parcel within the Lent Ranch Marketplace Project
- 10 - 24" Lateral connections to the Storm Drainage Lines listed above to serve fronting parcels within the Lent Ranch Marketplace Project
- 24 - 18" Lateral connections to the Storm Drainage Lines listed above to serve fronting parcels within the Lent Ranch Marketplace Project
- 4 - 36" Lateral connection to the Storm Drainage Lines listed above to serve the future Sterling Meadows Project
- 4 - 12" Lateral connection to the Storm Drainage Lines listed above to serve the future Sterling Meadows Project
- Storm Water Detention and Storm Water Quality Basin



8401 LAGUNA PALMS WAY • ELK GROVE, CALIFORNIA 95758
TEL: 916.683.7111 • FAX: 916.627.4100 • www.elkgrovecity.org

August 15, 2014

Via Certified & Return Receipt

Elk Grove Town Center LP
13355 Noel Road, 22nd Floor
Dallas, Texas 75240

Re: Notice of Default

Dear Mr. Mark Putney:

On April 11, 2014, the City of Elk Grove ("City") received from Elk Grove Town Center, L.P., ("EGTC"), an application for amendment to the Development Plan Review for the Regional Mall Site (District A) within the Lent Ranch Marketplace Special Planning Area. Upon a comprehensive review of that application, the City has concluded that the design of the newly proposed regional mall does not include some of the store elements required in the Development Agreement Between the City of Elk Grove and M&H Realty Partners, Elk Grove Town Center, L.P., ET AL., for the Lent Ranch Marketplace Project, dated September 5, 2001 (the "2001 Development Agreement"). For instance, the application does not include three to five "Anchor Stores" each with a minimum size of 140,000 gross leasable square feet. The application also identifies an initial project phase which is substantially reduced from the approximately 1,300,000 square feet of development contemplated by the 2001 Development Agreement for District A as the initial phase.

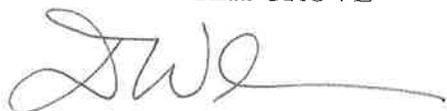
As a result of the submission of an application for a project that substantially varies from the project identified in the 2001 Development Agreement, the City finds that the EGTC has failed to comply with one or more conditions of the 2001 Development Agreement and is, therefore in default under the 2001 Development Agreement. (See 2001 Development Agreement, Section 19-22). Pursuant to Section 22 of the 2001 Development Agreement, notice is hereby given that EGTC has thirty (30) days to cure this "Event of Default" by withdrawing its application entirely or by revising the application to be more closely related to the store elements described in the 2001 Development Agreement, as determined by the City.

Should EGTC decline to cure this "Event of Default", the City shall schedule a hearing before the Planning Commission, currently anticipated for September 18, 2014, but subject to formal notice of public hearing as required by law, at which the City will consider modification or termination of the 2001 Development Agreement pursuant to Section 19 of

the 2001 Development Agreement as it exclusively relates to EGTC. If you would like to move forward with the project as submitted on April 11, 2014, please consider this notice that a default hearing will be held by the Planning Commission on September 18, 2014 at the Elk Grove City Council Chambers, located at 8400 Laguna Palms Way, in Elk Grove at 6:30 p.m. in conjunction with a review of your submitted application. At that hearing, the Planning Commission may recommend that the 2001 Development Agreement be modified or terminated as to EGTC. Ultimately, the decision to modify or terminate the 2001 Development Agreement as to EGTC is a decision that will be made by the City Council following a recommendation from the Planning Commission.

Any modification or termination of the 2001 Development Agreement as to EGTC shall not affect the rights or obligations of other non-defaulting Developers or the validity of the "Project Approvals", or terminate the 2001 Development Agreement as to such other Developers. (See 2001 Development Agreement, Section 19). Pursuant to paragraph 21(c) of the 2001 Development Agreement, default shall be limited in effect to the defaulting party's interest in the Project and shall not impair the benefits or privileges of any other party identified as "Developers" under the 2001 Development Agreement.

Sincerely,
CITY OF ELK GROVE



Darren Wilson
Interim Planning Director

cc: M&H Realty Partners III, L.P.
David E. Geiser, AIA
Brad Geier
Michael T. Grehl, Vice President
Barron Caronite, PE
Robert H. Lent
Martin L. Feletto
Marilyn J. Wackman
Susan L. Rasmussen
Lisa Hume
Linda J. Bozung, Esq.
George E. Phillips, Esq.
Stephen Stwora-Hail, Esq.
Kevin M. Kemper, Esq.

10573 E Stockton Blvd.
Elk Grove, CA 95624

(916) 405-7100
Fax (916) 685-6622
www.yourcsd.com



July 24, 2014

Jim Gillum
Gillum Consulting
1632 Weinreich Court
Folsom, CA 95630

Re: Outlet Collection at Elk Grove

Dear Mr. Gillum:

This letter is an update on the Cosumnes Community Services District Fire Department's position regarding the Outlet Collection at Elk Grove.

The Cosumnes CSD Fire Department maintains its historical position on residential and high density development near Suburban Propane. It is our position to continue *"to discourage as inadvisable high density or residential development between one-half mile and one mile of Suburban Propane and unequivocally oppose such development less than one-half mile from the facility."*

With that said, the Cosumnes CSD Fire Department is still oppositional to the placement of the Mall in proximity to the Suburban Propane Facility. However, we recognize the land use authority of the City of Elk Grove and will continue to work with developers of the Outlet Collection at Elk Grove on fire and life safety requirements.

The Development Agreement for the Outlet Collection at Elk Grove (Lent Ranch Mall) describes what the project is, in its entirety, as well as what the developers are required to provide. Below are bulleted points of major items affecting the Cosumnes CSD Fire Department. You will note that many of the items previously stated in our conditions of approval are previously satisfied or no longer warranted under the new design concept.

- ~~Development impact fees shall be determined in accordance with those fees adopted by City ordinance or resolution pursuant to Government Code subsection 66000 et seq., and must be paid at the time of permit application.~~
(Satisfied)

- ~~The project shall provide early funding for a permanent fire station (Cosumnes CSD Fire Station #78). A dedicated site for Station #78 shall be a minimum size of 1.5 acres. (Satisfied)~~
- ~~In addition to the purchase of an engine and grass unit, sufficient funds shall be required to purchase a medic unit, heavy rescue unit and a ladder truck as described the City of Elk Grove approved Capital Infrastructure Finance Plan. (Satisfied)~~
- ~~The Developer/Architect will provide a public information kiosk for the Fire Department. (Satisfied – no longer warranted under the new design)~~
- Station #78, the Mall Station is located on the Sterling Meadows Project. If the City of Elk Grove does not approve the Sterling Meadows Parcel Map prior to building permit issuance for the mall, then the mall developer shall provide a suitable site for the new station, to be approved by the Cosumnes CSD Fire Department.
- Significant impact to the Fire Department's response times requires that Station #78 be open prior to the mall opening and/or adjacent stores stocking combustible materials. **The staffing of the temporary fire station facility already constructed will satisfy this condition.**
- The general contractor will provide a site plan showing points of fire access during construction for construction related emergencies.
- The Developer to provide an on-site office trailer and electric golf carts and associated office equipment if it becomes necessary to provide an on-site inspector from the fire department and/or building department to expedite construction permitting and inspections.
- No longer than 120 days after the recordation of the development agreement, the property owner(s) shall (1) annex the Property to the Cosumnes Community Services District's ("District") Community Facilities District No. 1 ("CFD") or (2) deposit a sum money, as determined by the District, sufficient for the District to fund a portion of the cost of the Fire Department's ongoing fire and emergency services, maintenance, operation, and repair and replacement of fire station facilities and fire and emergency equipment. Any permitted building square footage permitted prior January 1, 2014 shall not be subject to the annual CFD special tax or considered in the deposited sum of money determined by the District. In the event that the property owner(s) fails to annex the Property to the CFD No. 1 or deposit a sum of money as described herein for the District, no future building permits for the Property shall be issued." Our records indicate that building permits have issued for 574,302 square feet of new building area for the Project prior to January 1, 2014.

As in the past, the Fire Department will continue to work in a professional and diplomatic fashion to help resolve any areas of concern. If I can be of any further assistance, please don't hesitate to contact me.

Respectfully,

Tracey Hansen
Fire Chief

Glaser Weil

10250 Constellation Blvd.
19th Floor
Los Angeles, CA 90067
310.553.3000 TEL
310.556.2920 FAX

Daniel G. Jordan

Direct Dial
310.282.6270

Direct Fax
310.785.3570

Email
djordan@glaserweil.com

September 16, 2014

VIA E-MAIL AND FEDERAL EXPRESS

City of Elk Grove Planning Commission
Chair Nancy Chaires Espinoza
Vice Chair George Murphey
Commissioner Fedolia "Sparky" Harris
Commissioner Frank Maita
Commissioner Kevin Spease
8400 Laguna Palms Way
Elk Grove, CA 95758

**Re: Sept. 18 City Planning Commission Action to Terminate Lent Ranch
Development Agreement as to EGTC and Amend the Specific Planning Area**

Dear Chair Espinoza, Vice Chair Murphey, and Commissioners:

We are writing on behalf of our client M & H Realty Partners ("M & H Realty") regarding the Outlet Collection at Elk Grove (EG-14-012), item 5.1 on the Planning Commission Agenda for September 18, 2014. The applicant, Elk Grove Town Center, L.P. ("EGTC") is proposing a new project ("New Project") on approximately 106 acres ("Regional Mall Property") within the Lent Ranch Special Planning Area ("Lent Ranch SPA" or "SPA"). This letter is supplemental to the letter submitted to the City on behalf of M & H Realty dated September 8, 2014, and is based on new information since received, including the agenda packet for the September 18 Planning Commission meeting. M & H Realty reserves the right to further supplement its comments during the administrative process.

The City of Elk Grove ("City"), M & H Realty and EGTC entered into a Development Agreement in 2001 ("Lent Ranch Agreement" or the "Agreement") for development of the SPA with a synergistic mix of land uses consisting of a regional mall, community commercial, office, and residential uses (the "Approved Project"). Despite the validity and viability of the 2001 DA, the City and EGTC are colluding to terminate and invalidate the 2001 DA and to deprive EGTC of its vested rights under that agreement.

M & H Realty does not oppose development of an outlet mall. What M & H Realty does oppose is (i) the conspiracy between the City and EGTC to circumvent the Agreement and the SPA; (ii) the improper process proposed to default EGTC and amend the Agreement for the sole purpose of EGTC circumventing their obligations of the Agreement; (iii) the City's action to deprive M & H Realty of its vested rights; and

(iv) the disruption of the carefully balanced mix of land uses to the detriment of M & H Realty and to the community. Moreover, the approval process for the New Project violates the California Environmental Quality Act (CEQA).

Therefore, we urge you to recommend that the City Council deny the New Project as proposed. Instead, the Planning Commission should recommend that the Lent Ranch Agreement be amended to allow the outlet mall while protecting M & H Realty's vested rights. All parties to the Agreement must agree to the terms of the revisions. Any other approach will expose the City to extensive legal liability.

I. No Breach of the Lent Ranch Agreement Has Occurred and the City's Claim of Breach is Illegal Subterfuge to Improperly Deprive M&H Realty of its Vested Rights Conferred by the Agreement

The Resolution is vague as to the exact basis for the finding of default, since no default actually exists. It references the Notice of Default sent to EGTC on August 15, 2014 which provides that the application submitted to the City by EGTC did not include some of the store elements required by the Lent Ranch Agreement. For example, the application proposes an outlet mall instead of anchor stores. (See Staff Report, page 31.)

The City has concluded that an Event of Default has occurred without following the periodic review procedures required under the Agreement and state law. Section 21 of the Agreement requires that the City make a finding based on substantial evidence after periodic review that that the developer has not complied. This procedure derives from state law requirements. (Gov't. Code § 65865.1.) In this case, there is no evidence that the City has found EGTC in default as part of its periodic review as required by the Agreement and state law.

There is no evidence that EGTC has done anything other than submit a non-conforming application. As provided by state law: "If, as a result of such periodic review, the local agency finds and determines, on the basis of substantial evidence, that the applicant or successor in interest thereto has not complied in good faith with terms or conditions of the agreement, the local agency may terminate or modify the agreement." (Gov't. Code § 65865.1 [emphasis added].) Simply submitting an application that differs from the project described in the Lent Ranch Agreement does not constitute an Event of Default under the terms of the Agreement and is not an action taken in bad faith. Rather than claiming an Event of Default, the City should reject or disapprove the faulty application and continue to enforce the Agreement.

As discussed further below, a default by EGTC, even if it did occur, cannot be used to violate the rights of M & H Realty under the Agreement, nor can its rights be altered by the concerted activity of EGTC and the City. That activity constitutes conspiracy by the parties to deprive M & H Realty of its vested rights. In addition to

the duties imposed by the contract, the law implies in every contract a covenant of good faith and fair dealing requiring “each contracting party to refrain from doing anything to injure the right of the other to receive the benefits of the agreement.” (*Egan v. Mut. of Omaha Ins. Co.* (1979) 24 Cal. 3d 809, 818.) A development agreement is a contract which includes the covenant of good faith and fair dealing. (See *216 Sutter Bay Associates v. Cnty. of Sutter* (1997) 58 Cal. App. 4th 860, 875.) As discussed above, modifying the Lent Ranch Agreement and removing EGTC from the Agreement prevents M & H Realty from receiving the benefits of the Agreement.

The fact that the City is considering finding EGTC in default of the Agreement in the same meeting that it is considering modifying the SPA and entering into a new agreement with EGTC is a clear indication of collusion between the City and EGTC. By conspiring with EGTC to unilaterally modify the Lent Ranch Agreement and taking the proposed action at the September 18 hearing, the City will be breaching the covenant of good faith and fair dealing.

The City has not met the requirements of the Lent Ranch Agreement and state law necessary to find EGTC in default, or affect the rights of M & H Realty even if such a default has occurred.

II. The City is Violating State Law by Failing to Revise the Lent Ranch Agreement to Protect M & H Realty’s Vested Rights

Even if EGTC is legitimately in default of the Lent Ranch Agreement, which is not the case, a development agreement is a legislative act that must be approved by ordinance. (Gov’t. Code § 65867.5.) The City cannot simply find that the Agreement is terminated as to EGTC without adopting a revised version of the Agreement.

The City is not proposing adoption of revisions to the Agreement that protect M & H Realty’s vested rights. The project components required of EGTC are among the most critical elements of the Agreement and a major part of the consideration for the Agreement. For example, the Agreement sequences the timing of construction and permitting for other components of the Lent Ranch Marketplace project based on the construction of the Regional Mall by EGTC. (Agreement, § 13.) To its detriment, but for the greater good of Lent Ranch, M & H Realty has abided by the sequencing set forth in the Agreement, passing on several large tenant transactions, while patiently waiting for the development of a Regional Mall. If EGTC is no longer a party to the Agreement, and the Regional Mall, which is defined in the Agreement as including a minimum of 3 to 5 Anchor Stores (Agreement, § 2.w.), is no longer a part of the Agreement, it is unclear whether the timing provisions remain in force or how they should be interpreted.

A legislative act cannot be modified except by a later legislative act. (See *Citizens for Planning Responsibly v. Cnty. of San Luis Obispo*, 176 Cal. App. 4th 357, 368 (2009) [the amendment of a legislative act is itself a legislative act].) If EGTC is in default, the City must adopt by ordinance, after negotiation and consent by M & H Realty, a revised Agreement that clarifies the remaining party's obligations after EGTC's removal. If the Planning Commission recommends that the City Council find EGTC in default on September 18, it will leave the Agreement unclear and unenforceable and will be a breach on the part of the City and EGTC.

III. M & H Realty has Vested Rights to the Regulations of the Lent Ranch SPA Regarding Uses, Density, Design and Improvement of the Lent Ranch Marketplace

M & H Realty has a vested right to develop its property in accordance with those "rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications" in force at the time the agreement is executed. (Gov't. Code § 65866 [emphases added].) A development agreement gives the developer the "assurance that the project would be approved based on rules, regulations, and policies existing at the time the development agreement was approved...." (*Mammoth Lakes Land Acquisition, LLC v. Town of Mammoth Lakes* (2010) 191 Cal. App. 4th 435, 443 [emphasis added].)

In this case, the Lent Ranch Agreement explicitly states that the developers shall have vested rights to develop the project as set forth in, among other things, the Lent Ranch SPA. (Agreement, § 15 a.(iii).) By colluding with EGTC to find that entity in breach of the Agreement, the City is depriving M & H Realty of its vested rights.

As you are aware, the SPA sets forth regulations regarding the use, density, design, and improvement for the Lent Ranch Marketplace project. Pursuant to the Agreement and state law, M & H Realty has vested rights to proceed under these regulations. These regulations are not limited to a certain amount of square feet, but also the types of uses, the phasing of those uses, and the terms under which those uses will be constructed.

M & H Realty does not object to the development of an outlet mall in place of the Regional Mall. Given the realities of the market, it understands why the EGTC is requesting amendments to the Lent Ranch SPA to remove the requirement that EGTC construct department stores. (Draft Amended SPA, p. 74.) Indeed, an outlet mall could be a good alternative to the Regional Mall and it could be consistent with the original mix of uses in the Lent Ranch SPA.

However, the City and EGTC are not simply proposing to substitute the Regional Mall with an outlet mall; they are colluding to change the overall mix of uses within the SPA area to allow EGTC to directly compete with M & H Realty and to

divest M & H Realty of its vested rights under the Agreement. Specifically the amendments to the SPA would remove the following requirements:

- standalone commercial uses not directly associated with the mall must be limited in scale (Draft Amended SPA, p. 75);
- uses within the Regional Mall district (outside the formerly planned ring road in what is now referred to as Phase 2) may not exceed 20,000 square feet each, or 30,000 for buildings containing more than one use (Draft Amended SPA, p. 105); and
- prohibitions on “fashion retailers” (a use allowed in M & H Realty’s property) as opposed to fashion department stores (Draft Amended SPA, p. 104).

These changes are unnecessary for development of an outlet mall; their only real purpose is to allow EGTC to build a power center in Phase II in direct competition with M & H Realty.

The above requirements are regulations regarding use, improvement and density of the Lent Ranch Marketplace. They were critical provisions of the Agreement upon which M & H Realty has relied and which constitute an integral part of M & H Realty’s consideration for the Agreement. Modification of the Agreement in a manner that would put EGTC in direct competition with M & H Realty for a limited number of retailers is a blatant disregard of this original consideration. Instead of building a project that would complement and attract such retailers to M & H Realty’s property, EGTC would now have a significant amount of floor space available to lease to exactly the same retailers as M & H Realty.

Pursuant to the Agreement, M & H Realty has a vested right to the regulations in the Lent Ranch SPA. Therefore the SPA cannot be modified in a way that negatively affects M & H Realty’s rights related to the development of the Lent Ranch Marketplace project, and doing so constitutes a taking of M & H Realty’s property without compensation. If any modifications to the Agreement are to occur, they must be agreed upon by all of the Parties to the Agreement.

IV. The Lent Ranch Agreement Cannot be Unilaterally Modified to M & H Realty’s Prejudice; The City Will Breach its Contractual Duties

The Agreement provides that an Event of Default on the part of a developer party “shall be limited in effect to the defaulting party’s interest in the property and shall not impair the benefits or privileges of any other party identified as” developers. (Agreement, § 21 c.) The California Supreme Court has ruled that “two parties to a tripartite agreement cannot change it to the prejudice of the third party.” (*Hotle v. Miller* (1959) 51 Cal.2d 541, 547, citing *Ehrman v. Rosenthal* (1897)

117 Cal. 491, and *Fitts v. Mission Health & Beauty Shop* (1922) 58 Cal.App. 362.) Furthermore, as provided in state law, “A development agreement may be amended, or cancelled in whole or in part, by mutual consent of the parties to the agreement....” (Gov’t. Code § 65868 [emphasis added].) Paragraph 21 c. of the Agreement recognizes these principles.

As discussed above, the actions being contemplated by the City and EGTC put EGTC into direct competition for retailers with M & H Realty. The Lent Ranch Marketplace is a “comprehensively planned project” (SPA, p. 3-1) that is integrated in such a manner that any substantial modification to the obligations of EGTC that allows EGTC to directly compete with M & H Realty for retailers will undeniably prejudice M & H Realty. The requirements of the Agreement and the SPA specifically benefit M & H Realty and, thus, cannot be modified without M & H Realty’s specific consent.

“[T]he scope of development agreements need not be limited to freezing land use rules, regulations, and policies but can include other promises between the municipality and the developer.” (*Mammoth Lakes Land Acquisition, LLC v. Town of Mammoth Lakes* (2010) 191 Cal. App. 4th 435, 444.) The City has promised in the Lent Ranch Agreement to require development of the Lent Ranch Marketplace in the manner specified. The City is not entitled to unilaterally nullify this promise and take an action to reform the Lent Ranch Agreement.

V. The City’s Proposed Actions Violate the California Environmental Quality Act

The City must comply with the mandates of the CEQA here where EGTC is seeking new discretionary approvals from the City. Although the City certified an EIR in 2001 (the “2001 EIR”), the New Project is a completely different development from the Approved Project. Even if it didn’t constitute a new project, which it does, it is a substantial change from the Approved Project that requires analysis under CEQA. Moreover, the City has failed to undertake any fact based evaluation of the potential impacts to demonstrate its conclusion that no additional environmental impact is necessary.

Here, where an EIR has been prepared for the Approved Project, the City must comply with § 21166 relating to subsequent or supplemental environmental review. Though the City recites the requirements for evaluating the need for a supplemental or subsequent EIR and concludes that no additional evaluation is necessary (Staff Report p. 33-35), its determination is not based in any substantial evidence or factual evaluation. (See Guidelines § 15162(a)(1).) Instead, the City simply states that the Approved Project consisted of 1.3 million square feet of regional mall and the New Project consists of 1.3 million square feet of outlet mall, and that those uses are

basically the same, so no new analysis is necessary. This conclusion is flawed because there is no substantial evidence to support the City's decision.

The Approved Project contemplated a regional mall with structures centered in the middle of the site, department store anchors, in line shops, and mid-sized stores connected to the mall. It also severely limited commercial stand alone structure not directly associated with the mall (see Staff Report page 105). It did not contemplate stand alone structures or a power center within the Regional Mall area. This is because the Approved Project also contemplated that Districts B, C, and D would be developed with large format retailers, grocery stores, mid-size retailers and similar users. These uses, along with the other uses within the SPA, were carefully balanced to ensure a synergistic mix of uses within the SPA that would benefit the community.

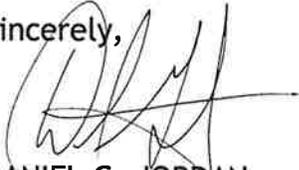
As discussed above, the New Project eliminates the size limitations for the Regional Mall area, completely refigures the buildings on the site, and vaguely designates a large portion of the site for future development. Yet, there is no analysis, much less any substantial evidence, of any of the potential impacts on traffic, aesthetics, air quality, noise, climate change, and other environmental issues that this change of use would create. As such, the City's proposed actions are fatally flawed, and proper CEQA analysis must be conducted prior to any City action on this matter.

VI. Conclusion

Each party to the Lent Ranch Agreement has the independent right to enforce the Agreement. (Agreement, § 20; Gov't. Code § 65865.4.) If the City fails to take action to enforce the Agreement and instead acts to terminate the Agreement as to EGTC and modify the SPA, M & H Realty intends to immediately file suit against EGTC and the City to enforce the Agreement and command the City to invalidate its actions.

This letter is written without waiver of any or all of our client's rights and remedies, either at law or in equity, all of which are expressly reserved.

Sincerely,



DANIEL G. JORDAN
of GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

CB:dj

cc: Jennifer Alves, Assistant City Attorney
Rebecca Craig, Assistant City Manager of Development Services
Peter Merlone
Brad Geier
Michael Grehl
Gary Muljat

From: [Angi Perry](#)
To: [Nancy Chaires](#); [George Murphey](#); [Fedolia Harris](#); [Frank Maita](#); [Kevin Spease](#)
Cc: [Sandy Kyles](#); [Jim Cline](#)
Subject: Item 5.1 - Outlet Collection at Elk Grove
Date: Thursday, September 18, 2014 4:04:14 PM
Importance: High

Good afternoon Commissioners,

We regret that we are unable to join you at tonight's meeting. In our absence, we provide this letter of support for the proposal to convert the property formerly known as the Elk Grove Promenade to the Outlet Collection at Elk Grove.

As you are aware, Elk Grove suffers from a severe jobs-to-housing imbalance which has been a focus for improvement for some time. Our community is also recovering steadily from the economic downturn, and the development will bring valued jobs and retail and entertainment options to Elk Grove families.

Market data show that outlet centers are outperforming traditional mall developments, which means our city and our community will significantly benefit from the Outlet Collection's opening and success. A high quality retail, dining and entertainment destination will attract shoppers to Elk Grove that will bring additional investment in our local businesses.

We urge the Planning Commission to recommend to the City Council that the development move forward.

Sincerely,

Angela Perry
President/CEO
Elk Grove Chamber
(916) 691-3760
angip@elkgroveca.com
www.elkgroveca.com



Our mission: Committed to serving the Elk Grove community by empowering and building local business through education, promotion and networking opportunities.

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www.elkgroveca.com

NEW ADDRESS! - 9401 East Stockton Boulevard, Suite 125, Elk Grove, CA 95624



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Dear Elk Grove Planning Commission,

I have been looking at the diagram of the planned outlet mall, with special attention to what the September 9 article in the Sacramento Bee calls “The Green” with an adjacent outdoor performance area. It looks to me like that area would be between buildings F and G.

I am concerned with what appears to be a very small venue. One reason for my concern is that I am a member of an excellent volunteer musical organization in Elk Grove, performing since 1997, the Elk Grove Community Concert Band. We’re not as large as a symphony orchestra: we have about 40 active members. However, I believe we may be too large to fit the space shown in your diagram.

Besides the Community Concert Band, Elk Grove has a wide and varied musical community, with many excellent middle school and high school bands, as well as the American Renaissance Institute for the Arts, and the music program at Cosumnes River College. Any of these organizations would bring excellent musical programming, and a surge in foot traffic, to a reasonably sized outdoor musical venue. However, if the venue is only designed for a small group of performers, its use and its potential as a center for culture would be greatly diminished.

Thank you for considering my comments. As a resident of Elk Grove since 1988, I have been a part of the physical and cultural growth of this community, and I would like to see this new opportunity for public performances broadened so that it could serve a wider audience of talent and musical appreciation.

Tom Funk

Toby Johnson Middle School

Where We're Thirsting for Knowledge!

The mission of *Toby Johnson Middle School* is to challenge students to maximize their potential as learners, achievers, and productive world citizens.

September 30, 2014

Mayor Davis
Vice Mayor Cooper
Councilmember Detrick
Councilmember Hume
Councilmember Trigg
8400 Laguna Palms Way
Elk Grove, CA 95758

Re: Request for Continuance of The Outlet Collection at Elk Grove (EG-14-012) - Finding of Default, Special Planning Area Amendment, Development Plan & Review Amendment, Conditional Use Permit, Development Agreement, Mall Agreement

Dear Mayor Davis, Vice Mayor Cooper and Councilmembers:

We are writing on behalf of M & H Realty Partners IIIA, L.P. ("M & H Realty") regarding the Outlet Collection at Elk Grove (EG-14-012) (the "Project"), which is agendized for City Council consideration on October 8th, 2014. **We respectfully request a continuance of the City Council's consideration of the Project on October 8, 2014 to allow all of owners of property within Lent Ranch to reach a consensus as to how development at Lent Ranch should move forward.**

M & H Realty has had a long relationship with the City and the community, and we are partners with the City, Elk Grove Town Center, Inc., Robert Lent and Marin Felletto in the development agreement (the "2001 DA") governing the 295 acre Lent Ranch property ("Lent Ranch"). We look forward to working with our partners in the 2001 DA to develop a project that offers great promise - greater consumer choice, good jobs, and tax revenue for the City.

Unfortunately, this promise is being threatened by proposed approval of the Project, because it proposes to treat one of the parties to the 2001 DA differently than the others by giving them a new development agreement and depriving us of a substantial portion of our rights under the 2001 DA. Such action would not only harm us, but also the community at large.

The City can create a win-win scénario for everyone by continuing consideration of the Project until a future date. A continuance would allow the parties to agree on an amendment of the 2001 DA in such a way so as to maximize consumer choice at Lent Ranch, including an outlet mall, but not divesting any party to the 2001 DA of its existing rights.

Otherwise, we will be forced to consider all of our legal remedies, including potentially drawn out litigation. We don't want to go down this path, but we will have little choice if the City Council approves the Project as planned.

We hope that the City Council will work with us as a partner in growing the future economy of the community by continuing its consideration of the Project at the October 8, 2014 hearing.

Sincerely,



Brad Geier
Chairman
Merlone Geier Management, LLC



Incorporated July 1, 2000

8401 Laguna Palms Way
Elk Grove, California 95758

CITY OF ELK GROVE

Telephone: (916) 683-7111
Fax: (916) 627-4400
www.elkgrovecity.org

City of Elk Grove – City Council NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 8, 2014**, at the hour of **6:00 p.m.**, or as soon thereafter as the matter may be heard, the Elk Grove City Council will conduct a public hearing at City Hall in the Council Chambers, 8400 Laguna Palms Way, Elk Grove, California, to consider the following matter:

THE OUTLET COLLECTION AT ELK GROVE (EG-14-012) – FINDING OF DEFAULT, SPECIAL PLANNING AREA AMENDMENT, DEVELOPMENT PLAN & REVIEW AMENDMENT, CONDITIONAL USE PERMIT, DEVELOPMENT AGREEMENT, MALL AGREEMENT:

The proposed Project consists of a number of actions (described below) that authorize the construction of approximately 775,000 square feet of commercial uses (with up to 689,000 square feet of that being gross leasable area) consistent with the Lent Ranch Special Planning Area. This authorization would restructure the existing approvals for 1,300,000 square feet (with 1,100,000 square feet of that being gross leasable area) that were provided with the Elk Grove Promenade Project (EG-05-878), including the reuse of approximately 332,000 square feet of previously constructed buildings. Further, it includes the establishment of a new Development Agreement and a restating of a prior Mall Agreement between the City and the Applicant regarding fees, infrastructure, a license for event use by the City, and a park and ride lot.

The specific actions being considered in this Project are:

- **2001 Development Agreement:** Periodic review of the 2001 Development Agreement; Finding the Applicant in default of the 2001 Development Agreement.
- **Special Planning Area Amendment:** An amendment to the Lent Ranch Special Planning Area relative to updating the infrastructure discussion; removing reference to County planning documents; adding wireless telecommunication facilities as a conditionally permitted use; changing references from “fashion department stores” to “fashion retailers” throughout; revising and clarifying the permitting procedures for development of the Regional Mall area of the SPA and how subsequent development within the entire SPA is processed; revising the findings for approval of subsequent district development plans and development plan reviews; and adding provisions regarding signage within the SPA.
- **Regional Mall District Development Plan & Review:** The Regional Mall District Development Plan & Review authorizes the initial construction of up to 775,000 square feet of commercial uses (reusing approximately 332,000 square feet of previously constructed buildings under the EG-05-878 approval), consisting of retail, dining, and entertainment uses. Additional development sites (Phase 1B) are contemplated along Promenade Parkway as illustrated in the Project exhibits. The Project reserves a large Phase 2 area at the north end of the site.

- **Conditional Use Permit:** The Project includes a conditional use permit authorizing the development of up to three wireless telecommunication facilities (cell towers), each with up to three providers.
- **Agreements:**
 - Adopting a new Development Agreement between the City and the Applicant; and
 - Adopting an Amendment and Restatement of the Applicant's Mall Agreement with the City regarding the Regional Mall, Fees, and Infrastructure, including a license agreement that would allow City use of a portion of the parking area for a park and ride facility and use of the Phase 2 area for City events.

The Planning Commission reviewed this item and voted 5-0 on September 18, 2014 to recommend the Project.

OWNER/APPLICANT:
 Elk Grove Town Center, L.P.
 Howard Hughes Corporation,
 General Partner
 Mark Putney, Representative
 13355 Noel Road, 22nd Floor
 Dallas, Texas 75240

AGENT:
 Gillum Consulting, Inc.
 Jim Gillum,
 Representative
 11358 Amalgam Way,
 No. 9
 Gold River, CA 95670

LOCATION/APN: 10465 Promenade Parkway / APN 134-1010-001

ZONING: Lent Ranch Special Planning Area

ENVIRONMENTAL: The Project was previously analyzed under the Lent Ranch Marketplace Environmental Impact Report (EIR), State Clearinghouse No. 1997122002.

Information or questions regarding this item should be referred to Christopher Jordan, AICP, (916) 478-2222, or to the office of Development Services – Planning, 8401 Laguna Palms Way, Elk Grove, CA, 95758. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk at any time prior to the close of the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 8401 Laguna Palms Way, Elk Grove, CA, 95758, at or prior to the close of the public hearing.

This meeting notice is provided pursuant to Section 23.14.040 of Title 23 of the Elk Grove Municipal Code.

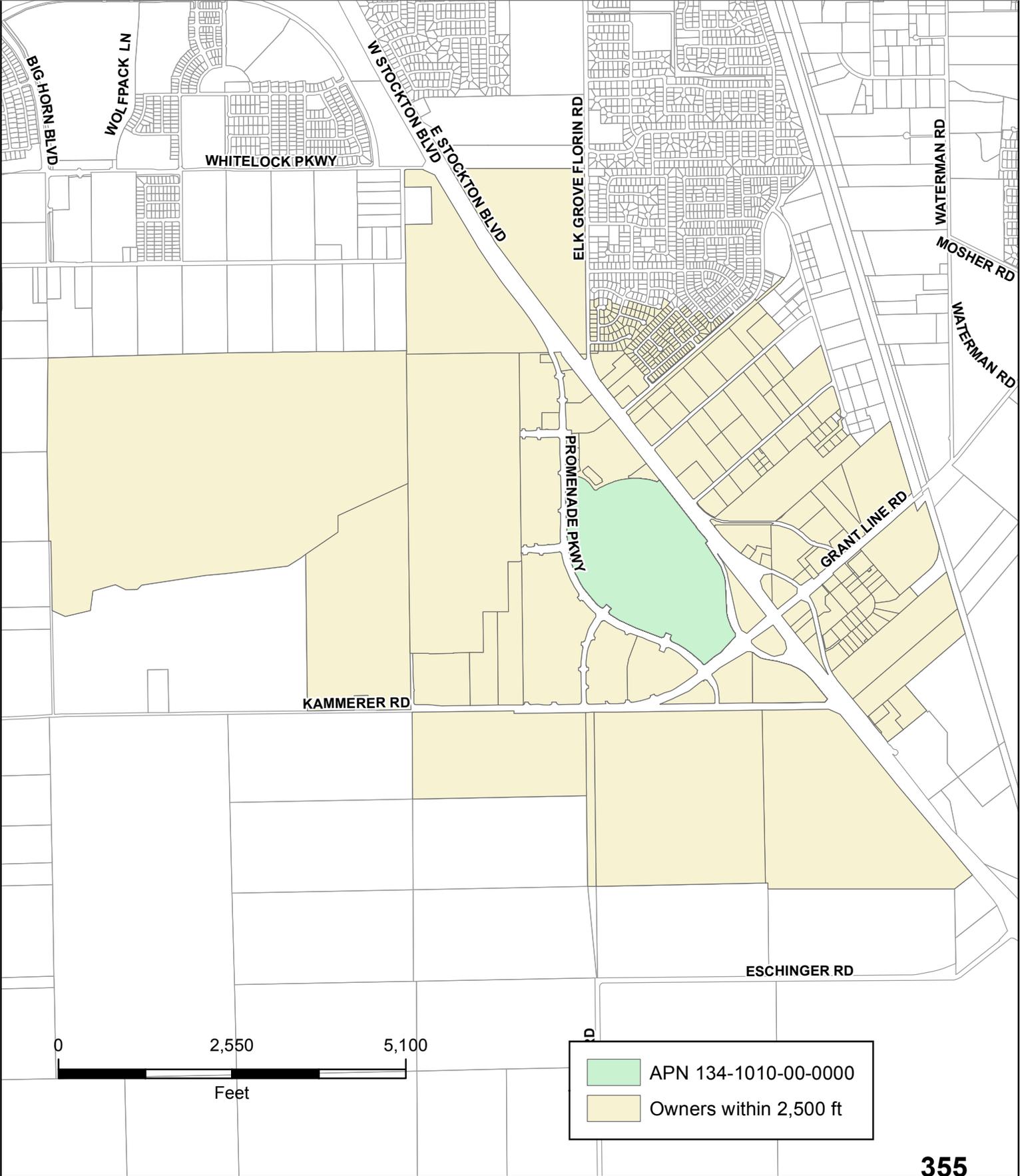
Dated/Published: September 26, 2014

JASON LINDGREN
 CITY CLERK, CITY OF ELK GROVE

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (916) 478-3635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

APN 134-1010-00-0000 - 2500ft Radius for Owners



OUTLET COLLECTION EG-14-012		AddressData		
APN	Address	City	State	ZIP
13405100340000	30012 Ivy Glenn Dr Ste 200	Laguna Niguel	CA	92677-5005
13406300450000	10288 Iron Rock Way	Elk Grove	CA	95624-1355
13406801030000	8984 Belle Harbor Ct	Elk Grove	CA	95624-1328
13405400050000	8934 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13402200620000	10686 W Stockton Blvd	Elk Grove	CA	95757-9741
13406800950000	10165 Gatemont Cir	Elk Grove	CA	95624-1327
13405330210000	8969 John Muir Ct	Elk Grove	CA	95624-2768
13406200050000	8221 Alpine Ave	Sacramento	CA	95826-4708
13405400120000	10180 Carmel Valley Way	Elk Grove	CA	95624-2749
13405200130000	2121 Campton Cir	Gold River	CA	95670-8348
13406801090000	10195 Gatemont Cir	Elk Grove	CA	95624-1320
13406800490000	10192 Gatemont Cir	Elk Grove	CA	95624-1319
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13406800100000	8984 E Valley Dr	Elk Grove	CA	95624-1323
13406900170000	10160 Sheffield Oak Way	Elk Grove	CA	95624-1312
13405340440000	10166 Carmel Valley Way	Elk Grove	CA	95624-2748
13405400170000	9445 Dunkerrin Way	Elk Grove	CA	95758-4983
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13405400160000	8911 Mountain Home Ct	Elk Grove	CA	95624-2751
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13406800980000	8979 Belle Harbor Ct	Elk Grove	CA	95624-1328
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13406800680000	10190 Archley Ct	Elk Grove	CA	95624-1332
13406800520000	10204 Gatemont Cir	Elk Grove	CA	95624-1321
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13406800390000	10152 Gatemont Cir	Elk Grove	CA	95624-1327
13405400210000	8935 Mountain Home Ct	Elk Grove	CA	95624-2751
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13406800960000	8971 Belle Harbor Ct	Elk Grove	CA	95624-1328
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13406800850000	9534 Timber River Way	Elk Grove	CA	95624-4057
13405100350000	1300 National Dr Ste 100	Sacramento	CA	95834-1981
13405100380000	197 Flying Mist Isle	Foster City	CA	94404-1401
13406200360000	9084 Elkmont Dr	Elk Grove	CA	95624-9707
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13406800290000	9692 Glacier Creek Way	Elk Grove	CA	95624-6081
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13200610090000	4040 Bradshaw Rd	Sacramento	CA	95827-3804
13405400250000	8934 Mountain Home Ct	Elk Grove	CA	95624-2751
13406801100000	10213 Gatemont Cir	Elk Grove	CA	95624-1322
13406800610000	16 Peterson Pl	Walnut Creek	CA	94595-1421
13406700010000	9857 Horn Rd	Sacramento	CA	95827-1947

OUTLET COLLECTION EG-14-012		AddressData		
APN	Address	City	State	ZIP
13405330240000	8958 John Muir Ct	Elk Grove	CA	95624-2768
13405400290000	8918 Mountain Home Ct	Elk Grove	CA	95624-2751
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13406900230000	10184 Sheffield Oak Way	Elk Grove	CA	95624-1312
13406800820000	9031 E Valley Dr	Elk Grove	CA	95624-1335
13405100260000	9083 Clydesdale Ct	Elk Grove	CA	95624-2009
13405200260000	10430 Saddle Creek Dr	Sacramento	CA	95829-6584
13223900040000	404 Saratoga Ave Ste 100	Santa Clara	CA	95050-7000
13405400220000	8939 Mountain Home Ct	Elk Grove	CA	95624-2751
13405330230000	8962 John Muir Ct	Elk Grove	CA	95624-2768
13405330220000	8966 John Muir Ct	Elk Grove	CA	95624-2768
13405330320000	8937 Lake Elsinore Ct	Elk Grove	CA	95624-2753
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13406800370000	10144 Gatemont Cir	Elk Grove	CA	95624-1327
13406300290000	1900 Avenue of the Stars Ste 2300	Los Angeles	CA	90067-4504
13405200270000	PO Box 30	Elk Grove	CA	95759-0030
13410100010000	PO Box 833	Columbia	MD	21044-0833
13406000140000	1200 Concord Ave Ste 200	Concord	CA	94520-4900
13406800810000	1550 Arnell Pl	Manteca	CA	95337-9634
13406800270000	336 Vine St	Vacaville	CA	95688-8703
13406801050000	10179 Gatemont Cir	Elk Grove	CA	95624-1320
13406800870000	10133 Gatemont Cir	Elk Grove	CA	95624-1330
13406900200000	10172 Sheffield Oak Way	Elk Grove	CA	95624-1312
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13406900690000	10181 Sheffield Oak Way	Elk Grove	CA	95624-1313
13406700280000	9257 Elk Grove Blvd	Elk Grove	CA	95624-2101
13406800750000	103 Hillock Way	Folsom	CA	95630-2907
13406801110000	10217 Gatemont Cir	Elk Grove	CA	95624-1322
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13406800570000	10224 Gatemont Cir	Elk Grove	CA	95624-1321
13406300060000	241 Prado Rd	San Luis Obispo	CA	93401-7309
13405400040000	8938 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13406000510000	PO Box 105681	Atlanta	GA	30348-5681
13406300270000	2976 Alhambra Dr	Cameron Park	CA	95682-7600
13406800250000	9471 Queen Oak Ct	Elk Grove	CA	95624-1738
13406800380000	10148 Gatemont Cir	Elk Grove	CA	95624-1327
13410500020000	10551 E Stockton Blvd	Elk Grove	CA	95624-9743
13406800480000	10188 Gatemont Cir	Elk Grove	CA	95624-1319
13406800540000	10212 Gatemont Cir	Elk Grove	CA	95624-1321
13202900410000	8499 Kammerer Rd	Elk Grove	CA	95757-9558
13406800630000	2617 Custer Dr	San Jose	CA	95124-1713
13405400150000	10192 Carmel Valley Way	Elk Grove	CA	95624-2749
13405400060000	8930 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13406200390000	10291 E Stockton Blvd	Elk Grove	CA	95624-9711
13406200220000	10385 E Stockton Blvd	Elk Grove	CA	95624-9744
13406300380000	4601 Gresham Dr	El Dorado Hills	CA	95762-7639
13405400330000	10197 Carmel Valley Way	Elk Grove	CA	95624-2775
13405340550000	7133 Echo Ridge Dr	San Jose	CA	95120-4719

OUTLET COLLECTION EG-14-012		AddressData		
APN	Address	City	State	ZIP
13406801190000	9032 E Valley Dr	Elk Grove	CA	95624-1335
13406800790000	21001 N Tatum Bl 1630-630	Phoenix	AZ	85050
13405200250000	8655 Brahma Way	Elk Grove	CA	95624-9303
13406800110000	8988 E Valley Dr	Elk Grove	CA	95624-1323
13406800120000	8992 E Valley Dr	Elk Grove	CA	95624-1323
13405100110000	5665 Power Inn Rd	Sacramento	CA	95824-2333
13203200100000	PO Box 660	Pagosa Springs	CO	81147-0660
13406800260000	7959 Orchard Woods Cir	Sacramento	CA	95828-6200
13405400260000	8930 Mountain Home Ct	Elk Grove	CA	95624-2751
13405200280000	9221 Survey Rd	Elk Grove	CA	95624-9756
13405400080000	10161 Carmel Valley Way	Elk Grove	CA	95624-2735
13406800160000	30821 Steeplechase Dr	San Juan Capo	CA	92675-1927
13405100330000	5665 Power Inn Rd Ste 140	Sacramento	CA	95824-2383
13405400300000	8914 Mountain Home Ct	Elk Grove	CA	95624-2751
13410300030000	One Kaiser Plaza #15L	Oakland	CA	94612-3610
13405400070000	10157 Carmel Valley Way	Elk Grove	CA	95624-2735
13406801160000	8956 E Valley Dr	Elk Grove	CA	95624-1323
13406700240000	PO Box 3016	San Carlos	CA	94070-1316
13405100100000	8591 Elk Grove Blvd	Elk Grove	CA	95624-1774
13406800560000	10220 Gatemont Cir	Elk Grove	CA	95624-1321
13406800060000	8968 E Valley Dr	Elk Grove	CA	95624-1323
13406801040000	8980 Belle Harbor Ct	Elk Grove	CA	95624-1328
13406801010000	8991 Belle Harbor Ct	Elk Grove	CA	95624-1328
13406800730000	10170 Archley Ct	Elk Grove	CA	95624-1332
13405400240000	8942 Mountain Home Ct	Elk Grove	CA	95624-2751
13406000580000	2772 Peck Rd	Monrovia	CA	91016-5005
13406000570000	4414 Azusa Canyon Rd	Irwindale	CA	91706-2740
13405400190000	8925 Mountain Home Ct	Elk Grove	CA	95624-2751
13405330310000	8933 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13406800140000	9002 E Valley Dr	Elk Grove	CA	95624-1323
13405330330000	8941 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13405330340000	8945 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13406900160000	10156 Sheffield Oak Way	Elk Grove	CA	95624-1312
13406300470000	10344 Stathos Dr	Elk Grove	CA	95757-1608
13406800220000	9040 E Valley Dr	Elk Grove	CA	95624-1335
13405100090000	12652 Apricot Ln	Wilton	CA	95693-9671
13410300080000	425 California St FL 11	San Francisco	CA	94104-2113
13406800580000	PO Box 392	Elk Grove	CA	95759-0392
13406300300000	2500 Auburn Blvd	Sacramento	CA	95821-1703
13405200060000	9269 Survey Rd	Elk Grove	CA	95624-9756
13405340430000	10158 Carmel Valley Way	Elk Grove	CA	95624-2748
13406800590000	11 Ridge Line Ct	Oroville	CA	95966-9479
13406800350000	10136 Gatemont Cir	Elk Grove	CA	95624-1330
13406300410000	1801 Tribute Rd	Sacramento	CA	95815-4301
13405400010000	8950 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13406200320000	9068 Elkmont Dr	Elk Grove	CA	95624-9707
13406300230000	PO Box 321	Wilton	CA	95693-0321
13405400320000	10193 Carmel Valley Way	Elk Grove	CA	95624-2775
13405330350000	8949 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13406800740000	120 Avalon Dr	Daly City	CA	94015-4553
13406200290000	4120 Douglas Blvd Ste 306	Granite Bay	CA	95746-5936
13406900150000	10152 Sheffield Oak Way	Elk Grove	CA	95624-1312
13405400230000	8943 Mountain Home Ct	Elk Grove	CA	95624-2751
13405100280000	8353 Dillard Rd	Wilton	CA	95693-9680

OUTLET COLLECTION EG-14-012		AddressData		
APN	Address	City	State	ZIP
13406800780000	9015 E Valley Dr	Elk Grove	CA	95624-1336
13406800830000	9057 E Valley Dr	Elk Grove	CA	95624-1335
13406800410000	2833 Poppy Hills Ln	Dublin	CA	94568-7768
13405340520000	10166 Bear Valley Ct	Elk Grove	CA	95624-2750
13406800150000	9006 E Valley Dr	Elk Grove	CA	95624-1323
13406200280000	201 West St # 200	Annapolis	MD	21401-3401
13406800360000	10140 Gatemont Cir	Elk Grove	CA	95624-1327
13405200140000	9813 Vista Grande Way	Elk Grove	CA	95624-2536
13405330250000	8954 Pacheco Pass Way	Elk Grove	CA	95624-2772
13406800720000	5417 Elk Hollow Ct	Elk Grove	CA	95758-6793
13405200210000	7714 Koyama Ct	Sacramento	CA	95829-6600
13405340540000	10174 Bear Valley Ct	Elk Grove	CA	95624-2750
13406800070000	8972 E Valley Dr	Elk Grove	CA	95624-1323
13405330270000	8864 Hiddenspring Way	Elk Grove	CA	95758-6154
13406800770000	10181 Archley Ct	Elk Grove	CA	95624-1332
13405400100000	10169 Carmel Valley Way	Elk Grove	CA	95624-2735
13406900180000	10164 Sheffield Oak Way	Elk Grove	CA	95624-1312
13406800860000	10107 Gatemont Cir	Elk Grove	CA	95624-1330
13405330360000	8953 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13405340530000	10170 Bear Valley Ct	Elk Grove	CA	95624-2750
13406800940000	PO Box 53771	San Jose	CA	95153-0771
13406800300000	10116 Gatemont Cir	Elk Grove	CA	95624-1330
13406801080000	24 Clemente Ct	Novato	CA	94945-1621
13406900210000	10176 Sheffield Oak Way	Elk Grove	CA	95624-1312
13406801170000	8960 E Valley Dr	Elk Grove	CA	95624-1323
13406801200000	9036 E Valley Dr	Elk Grove	CA	95624-1335
13406200340000	1977 W Holt Ave	Pomona	CA	91768-3352
13406900220000	6630 Rio Oso Dr	Rancho Murieta	CA	95683-9203
13405340450000	10172 Carmel Valley Way	Elk Grove	CA	95624-2748
13405400310000	8910 Mountain Home Ct	Elk Grove	CA	95624-2751
13406200420000	10391 E Stockton Blvd	Elk Grove	CA	95624-9744
13406800660000	5407 Palm Ave	Sacramento	CA	95841-2317
13410100110000	10551 W Stockton Blvd	Elk Grove	CA	95757-9754
13406900240000	10188 Sheffield Oak Way	Elk Grove	CA	95624-1312
13405340480000	10150 Bear Valley Ct	Elk Grove	CA	95624-2750
13406800230000	9044 E Valley Dr	Elk Grove	CA	95624-1335
13405330260000	8952 Pacheco Pass Way	Elk Grove	CA	95624-2772
13406800690000	10186 Archley Ct	Elk Grove	CA	95624-1332
13405100360000	PO Box 717	Rancho Murieta	CA	95683-0717
13406801020000	8988 Belle Harbor Ct	Elk Grove	CA	95624-1328
13406800600000	10225 Gatemont Cir	Elk Grove	CA	95624-1322
13406800470000	9357 Porto Rosa Dr	Elk Grove	CA	95624-2162
13405400110000	10173 Carmel Valley Way	Elk Grove	CA	95624-2735
13405200200000	827 7th St Ste 301	Sacramento	CA	95814-2406
13410100120000	PO Box 15830	Sacramento	CA	95852-0830
13406800760000	10177 Archley Ct	Elk Grove	CA	95624-1332
13406800640000	8981 E Valley Dr	Elk Grove	CA	95624-1324
13406800460000	224 Edgewood Dr	Pacifica	CA	94044-1109
13406800170000	9014 E Valley Dr	Elk Grove	CA	95624-1323
13405400090000	10165 Carmel Valley Way	Elk Grove	CA	95624-2735
13406800450000	10176 Gatemont Cir	Elk Grove	CA	95624-1319
13406800900000	11511 Badger Colony Ct	Wilton	CA	95693
13406800710000	10178 Archley Ct	Elk Grove	CA	95624-1332
13406000130000	3225 Lourence Rd	Elk Grove	CA	95757-8708

OUTLET COLLECTION EG-14-012		AddressData		
APN	Address	City	State	ZIP
13406800910000	10149 Gatemont Cir	Elk Grove	CA	95624-1327
13406800840000	9061 E Valley Dr	Elk Grove	CA	95624-1335
13406800440000	10172 Gatemont Cir	Elk Grove	CA	95624-1319
13406200380000	9080 Elkmont Dr	Elk Grove	CA	95624-9707
13405200050000	9261 Survey Rd	Elk Grove	CA	95624-9756
13405340400000	10144 Carmel Valley Way	Elk Grove	CA	95624-2748
13406800700000	8531 Silver Crown Ct	Elk Grove	CA	95624-4212
13406800510000	10200 Gatemont Cir	Elk Grove	CA	95624-1319
13203200060000	PO Box 637	Elk Grove	CA	95759-0637
13406200270000	703 B St	Marysville	CA	95901-5556
13223900030000	401 Watt Ave Ste 4	Sacramento	CA	95864-7273
13406800650000	517 Albert Way	Petaluma	CA	94954-3781
13405200220000	7509 Greenhaven Dr	Sacramento	CA	95831-5100
13406800190000	9028 E Valley Dr	Elk Grove	CA	95624-1335
13406000470000	240 Route 10 W	Whippany	NJ	07981-2105
13405200330000	10421 Grant Line Rd	Elk Grove	CA	95624-9404
13410800030000	PO Box 2540	Napa	CA	94558-0524
13405330280000	8944 Pacheco Pass Way	Elk Grove	CA	95624-2772
13406800970000	8975 Belle Harbor Ct	Elk Grove	CA	95624-1328
13405400140000	10188 Carmel Valley Way	Elk Grove	CA	95624-2749
13406801180000	8964 E Valley Dr	Elk Grove	CA	95624-1323
13406800280000	10108 Gatemont Cir	Elk Grove	CA	95624-1330
13406800090000	8980 E Valley Dr	Elk Grove	CA	95624-1323
13406900190000	10168 Sheffield Oak Way	Elk Grove	CA	95624-1312
13406800180000	2820 Paseo Robles Ave	San Martin	CA	95046-9752
13405400030000	8942 Lake Elsinore Ct	Elk Grove	CA	95624-2753
13406801070000	10187 Gatemont Cir	Elk Grove	CA	95624-1320
13406800920000	10153 Gatemont Cir	Elk Grove	CA	95624-1327
13405400180000	8919 Mountain Home Ct	Elk Grove	CA	95624-2751
13406801000000	8987 Belle Harbor Ct	Elk Grove	CA	95624-1328
13405340420000	10152 Carmel Valley Way	Elk Grove	CA	95624-2748
13406700150000	2240 Douglas Blvd Ste 200	Roseville	CA	95661-3875
13405400130000	10184 Carmel Valley Way	Elk Grove	CA	95624-2749
13406800130000	8996 E Valley Dr	Elk Grove	CA	95624-1323
13406801060000	1550 Magpie Ln	Sunnyvale	CA	94087-3539
13405100210000	1481 River Park Dr	Sacramento	CA	95815-4501
	13355 Noel Rd 22nd Floor	Dallas	TX	75240-6602
	11358 Amalgam Way Ste 9	Gold River	CA	95670-4487
13406800850000	10103 Gatemont Cir	Elk Grove	CA	95624-1330
13406800860000	10107 Gatemont Cir	Elk Grove	CA	95624-1330
13406800280000	10108 Gatemont Cir	Elk Grove	CA	95624-1330
13406800290000	10112 Gatemont Cir	Elk Grove	CA	95624-1330
13406800870000	10133 Gatemont Cir	Elk Grove	CA	95624-1330
13406800350000	10136 Gatemont Cir	Elk Grove	CA	95624-1330
13406800880000	10137 Gatemont Cir	Elk Grove	CA	95624-1330
13406800360000	10140 Gatemont Cir	Elk Grove	CA	95624-1327
13406800370000	10144 Gatemont Cir	Elk Grove	CA	95624-1327
13406800900000	10145 Gatemont Cir	Elk Grove	CA	95624-1327
13406800380000	10148 Gatemont Cir	Elk Grove	CA	95624-1327
13406800910000	10149 Gatemont Cir	Elk Grove	CA	95624-1327
13406800390000	10152 Gatemont Cir	Elk Grove	CA	95624-1327
13406800920000	10153 Gatemont Cir	Elk Grove	CA	95624-1327
13406800400000	10156 Gatemont Cir	Elk Grove	CA	95624-1327
13406800930000	10157 Gatemont Cir	Elk Grove	CA	95624-1327

OUTLET COLLECTION EG-14-012		AddressData			
APN	Address	City	State	ZIP	
13406800410000	10160 Gatemont Cir	Elk Grove	CA	95624-1327	
13406800940000	10161 Gatemont Cir	Elk Grove	CA	95624-1327	
13406800420000	10164 Gatemont Cir	Elk Grove	CA	95624-1327	
13406800950000	10165 Gatemont Cir	Elk Grove	CA	95624-1327	
13406800740000	10169 Archley Ct	Elk Grove	CA	95624-1332	
13406800440000	10172 Gatemont Cir	Elk Grove	CA	95624-1319	
13406800750000	10173 Archley Ct	Elk Grove	CA	95624-1332	
13406800720000	10174 Archley Ct	Elk Grove	CA	95624-1332	
13406800450000	10176 Gatemont Cir	Elk Grove	CA	95624-1319	
13202900410000	10176 W Stockton Blvd	Elk Grove	CA	95757-9742	
13405340550000	10178 Bear Valley Ct	Elk Grove	CA	95624-2750	
13406800460000	10180 Gatemont Cir	Elk Grove	CA	95624-1319	
13406900220000	10180 Sheffield Oak Way	Elk Grove	CA	95624-1312	
13406800700000	10182 Archley Ct	Elk Grove	CA	95624-1332	
13406801060000	10183 Gatemont Cir	Elk Grove	CA	95624-1320	
13406800470000	10184 Gatemont Cir	Elk Grove	CA	95624-1319	
13406801070000	10187 Gatemont Cir	Elk Grove	CA	95624-1320	
13406800480000	10188 Gatemont Cir	Elk Grove	CA	95624-1319	
13406801080000	10191 Gatemont Cir	Elk Grove	CA	95624-1320	
13406800490000	10192 Gatemont Cir	Elk Grove	CA	95624-1319	
13406801090000	10195 Gatemont Cir	Elk Grove	CA	95624-1320	
13406800500000	10196 Gatemont Cir	Elk Grove	CA	95624-1319	
13406800510000	10200 Gatemont Cir	Elk Grove	CA	95624-1319	
13406800520000	10204 Gatemont Cir	Elk Grove	CA	95624-1321	
13406800530000	10208 Gatemont Cir	Elk Grove	CA	95624-1321	
13406800540000	10212 Gatemont Cir	Elk Grove	CA	95624-1321	
13406801100000	10213 Gatemont Cir	Elk Grove	CA	95624-1322	
13406800550000	10216 Gatemont Cir	Elk Grove	CA	95624-1321	
13406801110000	10217 Gatemont Cir	Elk Grove	CA	95624-1322	
13406800560000	10220 Gatemont Cir	Elk Grove	CA	95624-1321	
13203200060000	10220 W Stockton Blvd	Elk Grove	CA	95757-9742	
13406801120000	10221 Gatemont Cir	Elk Grove	CA	95624-1322	
13406800570000	10224 Gatemont Cir	Elk Grove	CA	95624-1321	
13406800600000	10225 Gatemont Cir	Elk Grove	CA	95624-1322	
13406800580000	10228 Gatemont Cir	Elk Grove	CA	95624-1321	
13406800590000	10229 Gatemont Cir	Elk Grove	CA	95624-1322	
13406300420000	10274 Iron Rock Way	Elk Grove	CA	95624-1355	
13406300400000	10278 Iron Rock Way	Elk Grove	CA	95624-1355	
13406300390000	10280 Iron Rock Way	Elk Grove	CA	95624-1355	
13406300470000	10284 Iron Rock Way	Elk Grove	CA	95624-1355	
13406300460000	10286 Iron Rock Way	Elk Grove	CA	95624-1355	
13406300450000	10288 Iron Rock Way	Elk Grove	CA	95624-1355	
13410300030000	10305 Promenade Pkwy	Elk Grove	CA	95757-9400	
13406000510000	10399 E Stockton Blvd	Elk Grove	CA	95624-9744	
13406000130000	10428 E Stockton Blvd	Elk Grove	CA	95624-9714	
13406000470000	10455 E Stockton Blvd	Elk Grove	CA	95624-9713	
13406000580000	10481 E Stockton Blvd	Elk Grove	CA	95624-9713	
13410800040000	10547 E Stockton Blvd	Elk Grove	CA	95624-9743	
13405400170000	8915 Mountain Home Ct	Elk Grove	CA	95624-2751	
13405330270000	8948 Pacheco Pass Way	Elk Grove	CA	95624-2772	
13406800610000	8969 E Valley Dr	Elk Grove	CA	95624-1324	
13406800620000	8973 E Valley Dr	Elk Grove	CA	95624-1324	
13406800080000	8976 E Valley Dr	Elk Grove	CA	95624-1323	
13406800630000	8977 E Valley Dr	Elk Grove	CA	95624-1324	

OUTLET COLLECTION EG-14-012		AddressData			
APN	Address	City	State	ZIP	
13406800650000	8985 E Valley Dr	Elk Grove	CA	95624-1324	
13406800660000	8989 E Valley Dr	Elk Grove	CA	95624-1324	
13406800160000	9010 E Valley Dr	Elk Grove	CA	95624-1323	
13406800180000	9018 E Valley Dr	Elk Grove	CA	95624-1323	
13406800790000	9019 E Valley Dr	Elk Grove	CA	95624-1336	
13406800810000	9027 E Valley Dr	Elk Grove	CA	95624-1335	
13406200050000	9050 Elkmont Dr	Elk Grove	CA	95624-9707	
13406800250000	9052 E Valley Dr	Elk Grove	CA	95624-1335	
13406800260000	9056 E Valley Dr	Elk Grove	CA	95624-1335	
13406800270000	9060 E Valley Dr	Elk Grove	CA	95624-1335	
13406200290000	9062 Union Park Way	Elk Grove	CA	95624-2785	
13406200320000	9068 Elkmont Dr	Elk Grove	CA	95624-9707	
13406200380000	9080 Elkmont Dr	Elk Grove	CA	95624-9707	
13406200360000	9084 Elkmont Dr	Elk Grove	CA	95624-9707	
13406200340000	9088 Elkmont Dr	Elk Grove	CA	95624-9707	
13406200370000	9092 Elkmont Dr	Elk Grove	CA	95624-9707	
13406200350000	9096 Elkmont Dr	Elk Grove	CA	95624-9707	
13406300290000	9099 Union Park Way	Elk Grove	CA	95624-2784	
13406200330000	9100 Elkmont Dr	Elk Grove	CA	95624-9707	
13406200280000	9119 Elkmont Dr	Elk Grove	CA	95624-9706	
13406300240000	9124 Elkmont Dr	Elk Grove	CA	95624-9707	
13406300300000	9131 Elkmont Dr	Elk Grove	CA	95624-9706	
13406300380000	9141 Elkmont Dr	Elk Grove	CA	95624-9706	
13405100270000	9176 Survey Rd	Elk Grove	CA	95624-9709	
13405100280000	9182 Survey Rd	Elk Grove	CA	95624-9709	
13405200270000	9240 Survey Rd	Elk Grove	CA	95624-9756	
13200610080000	9950 Elk Grove Florin Rd	Elk Grove	CA	95624-2560	
134-0680-085-0000	10103 Gatemont Cir	Elk Grove	CA	95624-1330	
134-0680-090-0000	10145 Gatemont Cir	Elk Grove	CA	95624-1327	
134-0534-041-0000	10148 Carmel Valley Way	Elk Grove	CA	95624-2748	
134-0534-042-0000	10152 Carmel Valley Way	Elk Grove	CA	95624-2748	
134-0680-040-0000	10156 Gatemont Cir	Elk Grove	CA	95624-1327	
134-0690-016-0000	10156 Sheffield Oak Way	Elk Grove	CA	95624-1312	
134-0540-007-0000	10157 Carmel Valley Way	Elk Grove	CA	95624-2735	
134-0680-093-0000	10157 Gatemont Cir	Elk Grove	CA	95624-1327	
134-0534-043-0000	10158 Carmel Valley Way	Elk Grove	CA	95624-2748	
134-0680-041-0000	10160 Gatemont Cir	Elk Grove	CA	95624-1327	
134-0690-017-0000	10160 Sheffield Oak Way	Elk Grove	CA	95624-1312	
134-0540-008-0000	10161 Carmel Valley Way	Elk Grove	CA	95624-2735	
134-0680-094-0000	10161 Gatemont Cir	Elk Grove	CA	95624-1327	
134-0690-018-0000	10164 Sheffield Oak Way	Elk Grove	CA	95624-1312	
134-0540-009-0000	10165 Carmel Valley Way	Elk Grove	CA	95624-2735	
134-0534-044-0000	10166 Carmel Valley Way	Elk Grove	CA	95624-2748	
134-0680-043-0000	10168 Gatemont Cir	Elk Grove	CA	95624-1319	
134-0690-019-0000	10168 Sheffield Oak Way	Elk Grove	CA	95624-1312	
134-0540-010-0000	10169 Carmel Valley Way	Elk Grove	CA	95624-2735	
134-0534-045-0000	10172 Carmel Valley Way	Elk Grove	CA	95624-2748	
134-0690-020-0000	10172 Sheffield Oak Way	Elk Grove	CA	95624-1312	
134-0540-011-0000	10173 Carmel Valley Way	Elk Grove	CA	95624-2735	
134-0690-021-0000	10176 Sheffield Oak Way	Elk Grove	CA	95624-1312	
134-0680-105-0000	10179 Gatemont Cir	Elk Grove	CA	95624-1320	
134-0540-012-0000	10180 Carmel Valley Way	Elk Grove	CA	95624-2749	
134-0680-046-0000	10180 Gatemont Cir	Elk Grove	CA	95624-1319	
134-0690-022-0000	10180 Sheffield Oak Way	Elk Grove	CA	95624-1312	

OUTLET COLLECTION EG-14-012		AddressData			
APN	Address	City	State	ZIP	
134-0680-106-0000	10183 Gatemont Cir	Elk Grove	CA	95624-1320	
134-0540-013-0000	10184 Carmel Valley Way	Elk Grove	CA	95624-2749	
134-0680-047-0000	10184 Gatemont Cir	Elk Grove	CA	95624-1319	
134-0690-023-0000	10184 Sheffield Oak Way	Elk Grove	CA	95624-1312	
134-0540-014-0000	10188 Carmel Valley Way	Elk Grove	CA	95624-2749	
134-0680-108-0000	10191 Gatemont Cir	Elk Grove	CA	95624-1320	
134-0540-015-0000	10192 Carmel Valley Way	Elk Grove	CA	95624-2749	
134-0540-032-0000	10193 Carmel Valley Way	Elk Grove	CA	95624-2775	
134-0540-033-0000	10197 Carmel Valley Way	Elk Grove	CA	95624-2775	
134-0680-058-0000	10228 Gatemont Cir	Elk Grove	CA	95624-1321	
134-0680-059-0000	10229 Gatemont Cir	Elk Grove	CA	95624-1322	
134-0630-040-0000	10278 Iron Rock Way	Elk Grove	CA	95624-1355	
134-0630-039-0000	10280 Iron Rock Way	Elk Grove	CA	95624-1355	
134-0630-047-0000	10284 Iron Rock Way	Elk Grove	CA	95624-1355	
134-0630-046-0000	10286 Iron Rock Way	Elk Grove	CA	95624-1355	
134-0670-018-0000	10291 E Stockton Blvd	Elk Grove	CA	95624-9711	
134-0670-024-0000	10299 E Stockton Blvd Ste 101	Elk Grove	CA	95624-9710	
134-0670-024-0000	10299 E Stockton Blvd Ste 102	Elk Grove	CA	95624-9710	
134-0620-021-0000	10385 E Stockton Blvd	Elk Grove	CA	95624-9744	
134-0620-042-0000	10391 E Stockton Blvd	Elk Grove	CA	95624-9744	
134-0600-051-0000	10399 E Stockton Blvd	Elk Grove	CA	95624-9744	
134-0600-013-0000	10427 E Stockton Blvd	Elk Grove	CA	95624-9744	
134-0600-013-0000	10428 E Stockton Blvd	Elk Grove	CA	95624-9714	
134-0600-044-0000	10455 E Stockton Blvd	Elk Grove	CA	95624-9713	
134-0600-029-0000	10490 E Stockton Blvd Ste 100	Elk Grove	CA	95624-9719	
134-0600-029-0000	10490 E Stockton Blvd Ste 300	Elk Grove	CA	95624-9719	
134-0600-029-0000	10490 E Stockton Blvd Ste 400	Elk Grove	CA	95624-9719	
134-0510-032-0000	10461 Grant Line Rd Ste 100	Elk Grove	CA	95624-3798	
134-0510-032-0000	10461 Grant Line Rd Ste 120	Elk Grove	CA	95624-3978	
134-0510-032-0000	10461 Grant Line Rd Ste 130	Elk Grove	CA	95624-3978	
134-0510-033-0000	10463 Grant Line Rd Ste 101	Elk Grove	CA	95624-4046	
134-0510-033-0000	10463 Grant Line Rd Ste 105	Elk Grove	CA	95624-4047	
134-0510-033-0000	10463 Grant Line Rd Ste 106	Elk Grove	CA	95624-4047	
134-0510-033-0000	10463 Grant Line Rd Ste 107	Elk Grove	CA	95624-4047	
134-0510-033-0000	10463 Grant Line Rd Ste 108	Elk Grove	CA	95624-4047	
134-0510-033-0000	10463 Grant Line Rd Ste 111	Elk Grove	CA	95624-4047	
134-0510-033-0000	10463 Grant Line Rd Ste 112	Elk Grove	CA	95624-4047	
134-0510-035-0000	10471 Grant Line Rd Ste 100	Elk Grove	CA	95624-5042	
134-0510-035-0000	10471 Grant Line Rd Ste 110	Elk Grove	CA	95624-5042	
134-0510-035-0000	10471 Grant Line Rd Ste 130	Elk Grove	CA	95624-5042	
134-0510-035-0000	10471 Grant Line Rd Ste 150	Elk Grove	CA	95624-5073	
134-0510-035-0000	10471 Grant Line Rd Ste 160	Elk Grove	CA	95624-5085	
134-0510-035-0000	10471 Grant Line Rd Ste 170	Elk Grove	CA	95624-5073	
134-0600-058-0000	10481 E Stockton Blvd	Elk Grove	CA	95624-9713	
134-0510-034-0000	10481 Grant Line Rd Ste 100	Elk Grove	CA	95624-9703	
134-0510-034-0000	10481 Grant Line Rd Ste 110	Elk Grove	CA	95624-9703	
134-0510-034-0000	10481 Grant Line Rd Ste 160	Elk Grove	CA	95624-9755	
134-0510-034-0000	10481 Grant Line Rd Ste 165	Elk Grove	CA	95624-9755	
134-0510-034-0000	10481 Grant Line Rd Ste 180	Elk Grove	CA	95624-9722	
134-0510-034-0000	10481 Grant Line Rd Ste 185	Elk Grove	CA	95624-9722	
134-0600-029-0000	10490 E Stockton Blvd Ste 150	Elk Grove	CA	95624-9718	
134-0510-023-0000	10535 E Stockton Blvd Ste A	Elk Grove	CA	95624-9758	
134-0510-023-0000	10535 E Stockton Blvd Ste E	Elk Grove	CA	95624-9758	
134-0510-023-0000	10535 E Stockton Blvd Ste F	Elk Grove	CA	95624-9758	

OUTLET COLLECTION EG-14-012		AddressData			
APN	Address	City	State	ZIP	
134-0510-023-0000	10535 E Stockton Blvd Ste G	Elk Grove	CA	95624-9758	
134-0510-023-0000	10535 E Stockton Blvd Ste H	Elk Grove	CA	95624-9758	
134-1010-011-0000	10543 W Stockton Blvd	Elk Grove	CA	95757-9754	
134-0220-054-0000	10547 E Stockton Blvd	Elk Grove	CA	95624-9743	
134-1010-011-0000	10549 W Stockton Blvd	Elk Grove	CA	95757-9754	
134-1050-002-0000	10551 E Stockton Blvd	Elk Grove	CA	95624-9743	
134-1010-011-0000	10551 W Stockton Blvd	Elk Grove	CA	95757-9754	
134-1010-011-0000	10557 W Stockton Blvd	Elk Grove	CA	95757-9754	
134-0533-025-0000	8954 Pacheco Pass Way	Elk Grove	CA	95624-2772	
134-0620-005-0000	9050 Elkmont Dr	Elk Grove	CA	95624-9707	
134-0620-029-0000	9062 Union Park Way	Elk Grove	CA	95624-2785	
134-0620-032-0000	9068 Elkmont Dr	Elk Grove	CA	95624-9707	
134-0620-038-0000	9080 Elkmont Dr	Elk Grove	CA	95624-9707	
134-0620-036-0000	9084 Elkmont Dr	Elk Grove	CA	95624-9707	
134-0620-027-0000	9087 Elkmont Dr	Elk Grove	CA	95624-9706	
134-0620-034-0000	9088 Elkmont Dr	Elk Grove	CA	95624-9707	
134-0630-062-0000	9090 Union Park Way Ste 103	Elk Grove	CA	95624-2787	
134-0630-062-0000	9090 Union Park Way Ste 104	Elk Grove	CA	95624-2787	
134-0630-062-0000	9090 Union Park Way Ste 105	Elk Grove	CA	95624-2787	
134-0630-063-0000	9090 Union Park Way Ste 110	Elk Grove	CA	95624-2788	
134-0630-063-0000	9090 Union Park Way Ste 111	Elk Grove	CA	95624-2788	
134-0630-063-0000	9090 Union Park Way Ste 112	Elk Grove	CA	95624-2788	
134-0630-063-0000	9090 Union Park Way Ste 113	Elk Grove	CA	95624-2788	
134-0630-063-0000	9090 Union Park Way Ste 114	Elk Grove	CA	95624-2788	
134-0630-063-0000	9090 Union Park Way Ste 115	Elk Grove	CA	95624-2788	
134-0620-038-0000	9092 Elkmont Dr	Elk Grove	CA	95624-9707	
134-0620-036-0000	9096 Elkmont Dr	Elk Grove	CA	95624-9707	
134-0630-029-0000	9099 Union Park Way	Elk Grove	CA	95624-2784	
134-0620-034-0000	9100 Elkmont Dr	Elk Grove	CA	95624-9707	
134-0620-028-0000	9119 Elkmont Dr	Elk Grove	CA	95624-9706	
134-0630-024-0000	9124 Elkmont Dr	Elk Grove	CA	95624-9707	
134-0630-038-0000	9131 Elkmont Dr	Elk Grove	CA	95624-9706	
134-0630-023-0000	9136 Elkmont Dr Ste A	Elk Grove	CA	95624-9723	
134-0630-023-0000	9136 Elkmont Dr Ste C	Elk Grove	CA	95624-9723	
134-0630-038-0000	9141 Elkmont Dr	Elk Grove	CA	95624-9706	
134-0510-036-0000	9183 Survey Rd Ste 101	Elk Grove	CA	95624-9712	
134-0510-036-0000	9183 Survey Rd Ste 104	Elk Grove	CA	95624-9712	
134-0520-014-0000	9248 Survey Rd Ste 3	Elk Grove	CA	95624-9708	
134-0520-014-0000	9248 Survey Rd Ste 4	Elk Grove	CA	95624-9708	
134-0520-026-0000	9255 Survey Rd Ste 1	Elk Grove	CA	95624-9760	
134-0520-026-0000	9255 Survey Rd Ste 10	Elk Grove	CA	95624-9760	
134-0520-026-0000	9255 Survey Rd Ste 3	Elk Grove	CA	95624-9760	
134-0520-026-0000	9255 Survey Rd Ste 9	Elk Grove	CA	95624-9760	

Agency	Address	City	Zip
Cosumnes Fire Department	10573 E. Stockton Blvd.	Elk Grove	95624
Cosumnes Parks & Recreation	8820 Elk Grove Blvd. Ste. #3	Elk Grove	95624
Elk Grove Unified School District	9510 Elk Grove-Florin Road	Elk Grove	95626
Elk Grove Water Services	9257 Elk Grove Blvd.	Elk Grove	95624
Frontier	9260 E. Stockton Blvd	Elk Grove	95624
Pacific Bell Telephone Company	3675 T Street	Sacramento	95816-6648
Pacific Gas & Electric	343 Sacramento Street	Auburn	95603
Sac. Co. Water Resources	827 Seventh Street Rm 301	Sacramento	95814
Sacramento Area Sewer District	10060 Goethe Road	Sacramento	95827
SMUD	6201 S Street	Sacramento	95817
CA Dept. of Fish and Wildlife	1701 Nimbus Rd., Ste. A	Rancho Cordova	95670
CRWQCB	11020 Sun Center Dr. #200	Rancho Cordova	95670-6114
Caltrans District 3, Transportation	2379 Gateway Oaks Dr, Ste 150	Sacramento	95833

Requestor	Address	City	State	Zip
Adam Broadwell Joseph & Cardoza	601 Gateway Boulevard, Suite 1000	South San Francisco	CA	94080
Morgan Miller Blair	1331 North California Blvd., Ste. 200	Walnut Creek	CA	94596-4544
Hock Construction Management, Inc	10630 Mather Blvd.	Sacramento	CA	95655
Northern California Carpenters	265 Hegenberger Rd., Suite 220	Oakland	CA	94621
SMUD	6201 S Street, MS B203	Sacramento	CA	95817
Taylor & Wiley	2870 Gateway Oaks Dr., Ste 200	Sacramento	CA	95833
Ring Hunter Holland & Schenone	985 Moraga Road, Suite 210	Lafayette	CA	94549
MerloneGeier Partners	3191 Zinfandel Drive, Suite 23	Rancho Cordova	CA	95670
	9543 Roblin Court	Elk Grove	CA	95758
	2217 Raindance Drive	Roseville	CA	95747