



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

AGENDA TITLE: A public hearing to consider introduction of an ordinance adopting an amended and restated Development Agreement between the City of Elk Grove and M&H Realty Partners Affiliated Fund, III, et al., for the Lent Ranch Marketplace Project

MEETING DATE: September 9, 2015

PREPARED BY: Christopher Jordan, AICP, Assistant to the City Manager

DEPARTMENT HEAD: Laura Gill, City Manager

PROJECT DESCRIPTION:

Location: Lent Ranch Special Planning Area, Promenade Parkway and Lent Ranch Parkway along both sides of Kammerer Road near State Route 99; APNs 134-1030-001, 002, 004 through 009; 134-1010-002 through 005, 008, 009, 010, 011, and 013
Planner: Christopher Jordan, AICP
Applicant: M&H Realty Partners Affiliated Fund III, LP
Property Owner: M&H Realty Partners Affiliated Fund III, LP; Robert H. Lent; Feletto Development, LLC

RECOMMENDED ACTION:

The Planning Commission recommends that the City Council introduce and waive the full reading, by substitution of title only, an Ordinance finding no subsequent environmental review is required for Lent Ranch Marketplace Development Agreement Amendment (the Project) pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) and approving the Amended and Restated Development Agreement between the City of Elk Grove and M&H Realty Partners Affiliated Fund III, et al., for the Lent Ranch Marketplace Project.

PLANNING COMMISSION MEETING:

The Planning Commission considered this item as part of its regular meeting on August 20, 2015. After a presentation by staff and hearing from the Applicant's representative, the Commission discussed the request. The Commission focused on the applicable development impact fees as described in Exhibit E of the Development Agreement, specifically asking if the potential Capital Southeast Connector Joint Powers Authority (JPA) fee should be listed. Staff noted that it has been discussing this with the Applicant and that language addressing this issue was being prepared but had not yet been agreed to by the Applicant. The Commission directed staff to complete these conversations prior to City Council consideration of the request. The Commission ultimately voted 4-0-1 (Maita recuse) to recommend approval to the Council.

Staff has since met with the Applicant and has resolved the language regarding the potential JPA fee. This language is included in the attached draft Development Agreement.

BACKGROUND INFORMATION:

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 in the Regional Mall district designated by the SPA.

Also in 2001, the City entered into a Development Agreement with the owners of the Lent Ranch SPA Area. The Development Agreement established timeframes for development of the property, as well as responsibilities of the City to complete certain public roadway improvements. The Development Agreement also limited the City's ability to approve development on property outside of the Regional Mall site until certain improvements at the Mall were completed by that developer, most notably completion of foundations for the anchor stores. Finally, the Development Agreement established a vested right to develop the property under the provisions of the Lent Ranch SPA and all ordinances and regulations in place at the time of the adoption of its adoption (2001).

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). From 2007 through spring 2011, a substantial amount of work was completed to bring the site forward for occupancy, including off-site work completed by other parties. However, 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 a new entity, the Howard Hughes Corporation (HHC).

On October 8, 2014, the City Council approved a revised design for the Regional Mall site. The changes revised the format of the project from a traditional mall design to an 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 theater and multiple restaurant spaces. While these changes were consistent with the SPA, they eliminated the major anchors anticipated under the 2001 Development Agreement.

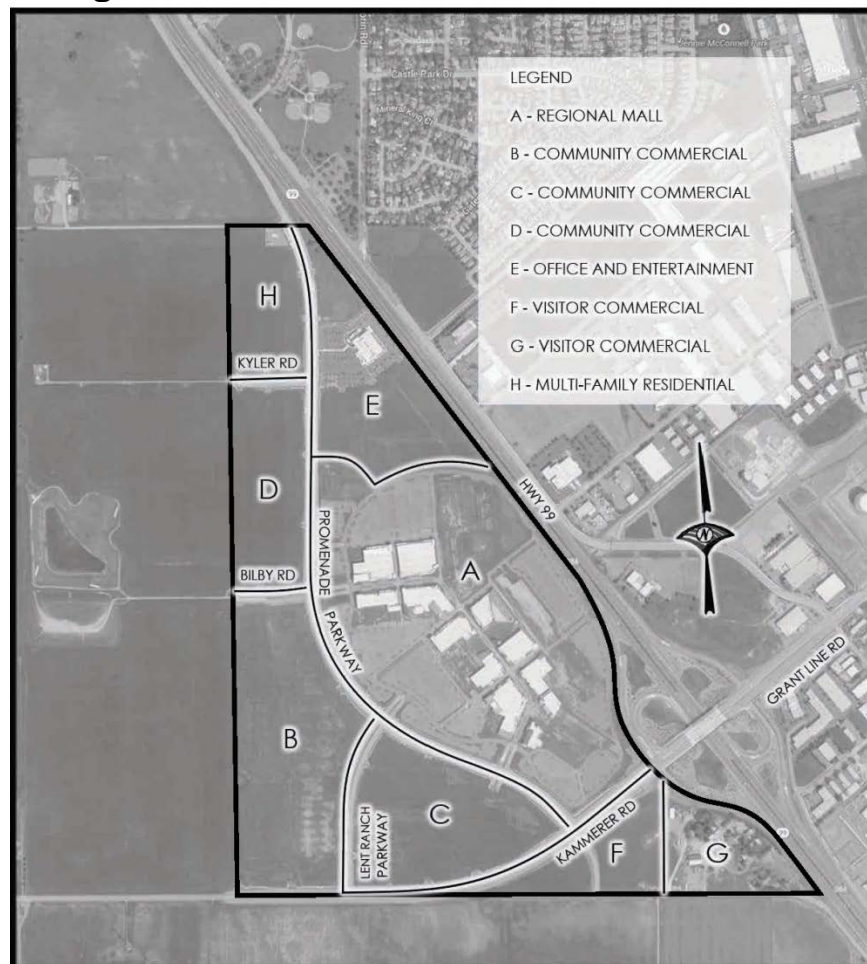
ANALYSIS:

The Applicant, M&H Realty Partners Affiliated Fund III, LP, is requesting certain amendments to their development agreement with the City relative to development of property in the Lent Ranch Marketplace Project. The requested amendments accomplish the following key items:

- A comprehensive restating of the terms of the Development Agreement, acknowledging that Elk Grove Town Center, LP is no longer a party to the Agreement.
- Recognition of certain property owner title changes occurring since 2001.
- Removal of the limitation of development outside of the Regional Mall district until construction of the Anchor Stores has begun.
- Extending the term of the Development Agreement for ten years from the date of execution of the Amended and Restated Development Agreement (i.e., ten years from 2015).
- Modifies the vested rights provisions to allow the Applicant or other applicable parties to, at their discretion, utilize either the 2001 development regulations or the more up-to-date (2014) development regulations, including the General Plan and Zoning Code (including the Lent Ranch Special Planning Area (Lent Ranch SPA)).

As described above, the Applicant is seeking several modifications to the Development Agreement. Chief among these being the removal of the restriction on retail development outside of the Regional Mall area (District A in Figure 1) until after the foundations for the anchor stores in the mall are completed. The intent of this requirement in 2001, when the Development Agreement was first prepared, was to ensure that the Regional Mall would be constructed, rather than only the power retail centers around the site. With initial construction of the mall having been started in 2007 and construction set to resume soon, along with the change in configuration of the Regional Mall to an outlet mall where there are no anchor stores, this provision is no longer applicable.

Figure 1: Lent Ranch SPA Land Use Exhibit



As part of these changes, the Applicant is requesting to maintain its vested rights to the 2001 development standards, including the General Plan and Zoning (including the Lent Ranch SPA). As the Council is aware, since the approval of Lent Ranch in 2001, the City has adopted a new General Plan,

new Zoning Code, and amendments to the Lent Ranch SPA. Although requesting to retain rights to these provisions, the Applicant is willing to agree to the newer standards as they exist in 2015 at the time of subsequent project design and construction on a property-by-property basis. This provides the Applicant and the other land owners with certainty to market and develop the properties while providing the flexibility to utilize the newer standards. Staff supports this approach as the provision for vested rights was previously approved by the City and no substantive change in this approach is occurring.

The additional changes are more administrative, addressing cleanups in ownership, how properties may be subsequently transferred between property owners and new parties. The extension in term of the Development Agreement is appropriate as the development of the non-Regional Mall properties has been delayed nearly ten years due to the recession and the bankruptcy of the Regional Mall developer, which, through the limitations in the Development Agreement, impacted the Applicant's ability to develop its properties.

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 Lent Ranch SPA, including the sites covered under the proposed Amended and Restated Development Agreement.

State CEQA Guidelines Section 15162 provides 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. The Development Agreement provides a mechanism for the Applicant to pursue applicable area consistent with the Lent Ranch SPA as analyzed in the EIR. None of the circumstances provided in Section 15162, including changes in the project, changes in circumstances under which the project was undertaken, or new information that wasn't known when the project was first approved. Therefore, the Project qualifies for this exemption and no further environmental review is required.

FISCAL IMPACT:

There are no immediate fiscal impacts associated with approval of the amended and restated Development Agreement. The proposed changes will allow the Applicant and the other applicable land owners to advance their individual projects without being tied to the Regional Mall project. The Development Agreement spells out the required development impact fees applicable to these future projects.

ATTACHMENTS:

1. Ordinance
 - a. Development Agreement
2. Current Development Agreement showing proposed changes

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELK GROVE FINDING NO SUBSEQUENT ENVIRONMENTAL REVIEW IS REQUIRED FOR THE LENT RANCH MARKETPLACE DEVELOPMENT AGREEMENT AMENDMENT (THE PROJECT) PURSUANT TO STATE CEQA GUIDELINES SECTION 15162 (SUBSEQUENT EIRS AND NEGATIVE DECLARATIONS) AND APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ELK GROVE AND M&H REALTY PARTNERS AFFILIATED FUND III, ET AL., FOR THE LENT RANCH MARKETPLACE PROJECT

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., (the “2001 Development Agreement”) for the Lent Ranch Marketplace Project (the “Project”); and

WHEREAS, on October 8, 2014, the City Council approved a Development Plan Review for the Regional Mall (District A) that excluded the anchor stores contemplated in the 2001 Development Agreement; and

WHEREAS, the Planning Division of the City of Elk Grove received an application on May 14, 2015 from M&H Realty Partners Affiliated Fund III, LP (“Applicant”) requesting an amendment to the 2001 Development Agreement; and

WHEREAS, the 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 in 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 the 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 August 20, 2015 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 voted 4-0-1 (Maita, recusing) to recommend approval of the Project to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on September 9, 2015, 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 an amended and restated Development Agreement with M&H Realty Partners Affiliated Fund III, LP, et. al. for the Lent Ranch Marketplace Project.

Section 2: 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 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 Lent Ranch SPA, including the sites covered under the proposed Amended and Restated Development Agreement.

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. The Development Agreement provides a mechanism for the Applicant to pursue applicable area consistent with the Lent Ranch SPA as analyzed in the EIR. None of the circumstances provided in Section 15162, including changes in the project, changes in circumstances under which the project was undertaken, or new information that wasn't known when the project was first approved. Therefore, the Project qualifies for this exemption 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 of the subject properties with commercial uses as provided in the Lent Ranch 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 commercial uses 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 provide a mix of commercial, retail, entertainment, lodging, and high density residential uses that are of high quality and integrated with other surrounding properties. Development of the subject properties 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 land use regulations, and to ensure a cohesive development. The Project will provide the variety of land uses noted above 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 and high density residential 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 Development Agreement with M&H Realty Partners Affiliated Fund III, LP, et. al. for the Lent Ranch Marketplace Project is hereby approved as amended and restated as provided in Exhibit A, incorporated herein by this reference.

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 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 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: September 9, 2015
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: _____



CITY OF ELK GROVE



**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF ELK GROVE AND
M&H REALTY PARTNERS AFFILIATED FUND III,
ET AL., FOR THE
LENT RANCH MARKETPLACE PROJECT**



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AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF ELK GROVE
AND
M&H REALTY PARTNERS AFFILIATED FUND III L.P., ET AL.,
FOR THE
LENT RANCH MARKETPLACE PROJECT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is entered into this [REDACTED] day of [REDACTED] 2015 (the “Execution Date”), between M&H Realty Partners Affiliated Fund III L.P., a California limited partnership, successor in interest to M & H Realty Partners III L.P., a California limited partnership, Feletto Development LLC, a California limited liability company, and Robert H. Lent as trustee of the Robert H. Lent Trust dated March 13, 2009 (individually referred to as “Developer” and collectively referred to herein as “Developers”), and the City of Elk Grove (“City”), amending that certain Development Agreement by and between all of the aforementioned Parties, or the Parties’ predecessors in interest, and Elk Grove Town Center, L.P., et al. (“EGTC”), for the Lent Ranch Marketplace Project dated September 5, 2001 (“2001 Development Agreement”), executed on September 5, 2001 (the “Execution Date”) amended and extended by that certain Memorandum Regarding Extension of Development Agreement, recorded on June 28, 2011 with the Sacramento County Recorder (Book 20110628, Page 0516). For the purposes of this Agreement, Developers and the City are referred to individually as “Party,” and collectively as the “Parties.”

RECITALS

This Agreement is predicated upon the following findings:

- A. Government Code §§65864-65869.5 authorize the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.
- B. Pursuant to Government Code §65865(c), the City has adopted rules and regulations establishing procedures and the City’s requirements for consideration of development agreements, which are set forth in the City’s applicable Zoning Code.
- C. Developers own in fee approximately one hundred eighty nine (189) acres of real property in the southern portion of the City, which property is the proposed site of the “Lent Ranch Marketplace” project (“Project”). The Project site is bounded on the east by West Stockton Boulevard and State Route 99, existing Kammerer Road on the south; the western boundary is a line approximately 0.9 mile west of State Route 99. A legal description of the Project site is attached hereto as Exhibit “A.”



D. The City has adopted the Lent Ranch Marketplace Special Planning Area (“SPA”), a set of zoning regulations that will guide and control development of the Project. The City has also approved amendments to the City’s General Plan and Zoning Code as necessary to maintain consistency between the SPA, the General Plan, and the Zoning Code. The SPA implements the objectives and policies of the City’s General Plan by setting forth the vision, standards, and guidelines that will ensure high quality development of the Lent Ranch Marketplace.

E. Along with the SPA, the 2001 Development Agreement governed the development of retail and commercial services on approximately two-hundred and ninety five (295) acres of real property in the southern portion of the City, consisting of the Property plus other property owned by EGTC containing approximately 106 acres (“District A”).

F. On October 8, 2014, the City Council adopted Resolution No. 2014-237 finding EGTC in default of the 2001 Development Agreement, thereby terminating EGTC from the 2001 Development Agreement.

G. On October 8, 2014 and October 22, 2014, the City Council adopted amendments to the SPA to replace the previously contemplated Regional Mall with an outlet mall (the “Outlet Mall”), consisting of approximately 689,000 square feet of gross leasable area, on a portion of District A. As part of those actions, the City Council also removed District A from the 2001 Development Agreement, though District A is still governed by the amended SPA. Such amended SPA was adopted by Ordinance 29-2014. The City of Elk Grove adopted a separate Development Agreement by and between the City and EGTC with respect to District A in Ordinance 29-2014.

H. The development of the Project shall be in accordance with the terms and conditions of the Project Approvals, as defined herein.

I. In accordance with the legislative findings set forth in Government Code §65864, the City wishes to enter into a Development Agreement with Developers in order to achieve public objectives and to provide benefits to the City. The public objectives and benefits that will be furthered by this Agreement include:

1. The Project will create a commercial, office, 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.
2. The Project will provide an expanded economic base for the City of Elk Grove through the generation of significant increased tax revenue.
3. The Project will employ an average of 250 construction workers per year during the construction phase of the Project, and will represent a total construction investment of approximately \$313 million.



4. The Project will create further economic growth, as the Project will serve as a catalyst for additional economic activity. In addition to the direct economic benefits provided by the generation of tax revenue, large commercial developments provide indirect economic benefits which are estimated to be between 1.3 and 1.6 times the amount of direct economic benefits. These indirect economic benefits are the result of job creation and the spending of Project wages in the City, attraction of other commercial enterprises to the City, and other factors.

5. The Project will provide new and enhanced infrastructure improvements to serve the City of Elk Grove.

6. The Project will make available to the City all public water, sewer, storm drainage, electric, gas, cable and all other public utility infrastructure constructed or installed in or on the Property, as more specifically set forth in the Conditions of Approval.

7. The Project will provide a gathering place for residents of all ages.

8. The Project will create a visually pleasing and pedestrian friendly urban landscape to enhance the aesthetic and visual quality of the neighborhood.

9. The Project will provide multi-family housing consistent with the General Plan.

10. The Project will provide employment and other economic opportunities for City residents.

11. The Project will reduce overall miles traveled by City residents to access regional commercial opportunities.

J. The following, among others, are some of the development issues relating to the Project which, in the absence of this Agreement, could deter Developers and the City from making any long-term commitment to the implementation of the Project:

1. Development of the Project requires major investment by Developers in public facilities, substantial front-end investment in on-site and off-site improvements, major dedications for public purposes and benefit, and substantial commitment of resources to achieve the public purposes and benefits of the Project for City. City recognizes and has determined that the granting of vested development rights and assurances in a project of this magnitude will assist Developers in undertaking the development of the Project and thereby achieve the public purposes and benefits of the Project for the residents of the City.

2. The Project entails approximately 1.8 million square feet of gross leasable building space consisting of a community commercial uses, office and entertainment uses, and visitor commercial uses, and approximately 280 multi-family units. The City anticipates there



will be multiple developers of the Property, thus requiring the City to coordinate the Project's development among them.

3. Both the commercial and residential portions of the Project are of importance to the City and the City is anticipating, and relying on, the Project's proposals for a high quality design and development as well as internal and external consistency of the overall design and development of the Project.

K. This Agreement is voluntarily entered into by Developers in order to implement the General Plan and the Project Approvals and in consideration of the vested rights conferred and the procedures specified herein for the development of the Project. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the General Plan and the Project Approvals and in consideration of the agreements and undertakings herein to develop the Project by Developers. The City, Developers recognize and agree that if not for Developers' contribution to and participation in the Conditions to this Agreement (Section 14 herein), the Mitigation Monitoring and Reporting Program, and the Conditions of Approval (Exhibit "D" hereto), the City would not approve the development of the Project as contemplated by this Agreement. The City's approval of the development of the Project as contemplated hereunder is in reliance upon and in consideration of Developer's agreements to comply with the Conditions to this Agreement (Section 14 herein), the Mitigation Monitoring and Reporting Program, the Conditions of Approval (Exhibit "D" hereto) and those agreements and undertakings specified in this Agreement.

L. The authority for this Agreement is contained in the City's applicable Zoning Code and in Government Code §65864 et seq.

M. The City Council finds in accordance with Section 23.16.140 of the Elk Grove Municipal Code that this Development Agreement:

1. is consistent with the General Plan objectives, policies, land uses, and implementation programs and any other applicable specific plans;
2. 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;
3. will promote the orderly development of property or the preservation of property values.

N. On October 8, 2014, the City Council of the City of Elk Grove adopted a Resolution finding EGTC in default of the 2001 Development Agreement, based upon EGTC submitting on April 11, 2014 an application for the Project that substantially varied from the project identified in the 2001 Development Agreement, and thereby terminated EGTC from the 2001 Development



Agreement. By Ordinance 29-2014, the City of Elk Grove adopted a separate Development Agreement by and between the City and EGTC with respect to District A

NOW THEREFORE, the parties agree:

1. Recitals Incorporated. The Recitals set forth above are incorporated herein by reference.
2. Definitions. In this Agreement, unless the context otherwise requires:
 - a. “City” is the City of Elk Grove, a municipal corporation, with offices located at 8400 Laguna Palms Way, Elk Grove, California 95759.
 - b. “City Council” shall mean the City Council of the City of Elk Grove.
 - c. “City Manager” shall mean the City Manager of the City of Elk Grove.
 - d. “Conditions of Approval” shall mean the list of conditions applicable to development of the Project, a copy of which is attached hereto as Exhibit “D.”
 - e. “Control” means the ability to elect a majority of the directors of a corporation, select the managing partner of a partnership or otherwise to select or have the power to remove and then select a majority of those persons exercising governing authority over an entity, and with respect to a limited partnership shall mean the sole general partner or all of the general partners to the extent each has equal management control and authority.
 - f. “Developers” shall mean, individually and collectively, M&H Realty Partners III L.P., a California limited partnership (“M&H”), Feletto Development LLC, a California limited liability company, (“Feletto”) and Robert H. Lent as trustee of the Robert H. Lent Trust dated March 13, 2009 (“Lent”). The term “Developers” shall also refer to any person or entity who obtains an interest in the Project or Property or any portion thereof during the term of this Agreement as a result of a Permitted Transfer, or a Transfer approved by the City pursuant to Section 6 of this Agreement.
 - g. “Development Agreement Legislation” shall mean Government Code §65864 et seq. as of the Effective Date.
 - h. “Development Impact Fees” shall mean only those fees adopted by City ordinance or resolution pursuant to Government Code §66000 et seq., and listed on Exhibit “E” to this Agreement, for the purpose of defraying the cost of public facilities related to a development project.
 - i. “District Development Plan” is as defined in Section 5 of the Lent Ranch Special Planning Area, specifically including the content requirements listed in Table 5-1 of the Lent Ranch Special Planning Area.



- j. “Effective Date” shall mean September 5, 2001.
- k. “Execution Date” shall mean the date of execution of this Agreement, which shall not be prior to thirty days after final adoption of the ordinance approving this Agreement.
- l. “General Plan” shall mean the City of Elk Grove General Plan, as of the Effective Date.
- m. “Non-Assuming Transferee” shall mean a transferee in a transaction wherein Developers retain all of its obligations under this Agreement.
- n. “Permitted Transfer” shall mean any of the following:
- (i) The Transfer of any parcel of the Property as generally shown in the Conceptual Site Plan (Figure 3-2) of the Lent Ranch Special Planning Area.
 - (ii) Any of the following Transfers:
 - (a) By Lent to M&H;
 - (b) Transfer among or between entities Controlling, Controlled by, or under common Control of Feletto Development, LLC, Feletto Development Company, or Martin Feletto;
 - (c) Transfer among or between entities Controlling, Controlled by, or under common Control with, M&H Realty Partners III L.P., including, without limitation, M&H Realty Partners V L.P, or by M&H Realty Partners Affiliated Fund III L.P.
 - (d) Transfer by Lent to any trust for wealth or estate planning purposes, and/or to any trust of which the beneficiary/ies are one or more descendants of Robert H. Lent.
- o. “Project” shall mean the development of the Lent Ranch Marketplace (excluding District A) in accordance with the Project Approvals.
- p. “Project Approvals” shall mean the entitlement and land use approvals set forth in Section 11 of this Agreement.
- q. “Property” shall mean the Project site, a legal description of which is attached hereto as Exhibit “A.”
- r. “SPA” shall mean the Lent Ranch Marketplace Special Planning Area, as approved by the City.



s. “Transfer” shall mean a total or partial assignment of any right herein, or a total or partial sale, lease, transfer, conveyance, assignment, encumbrance, or subdivision of the whole or any part of or interest in the right, title and/or interest of any of the Developers in and/or to the Property.

t. “Vested Elements” is defined in Section 15 of this Agreement.

u. “Zoning Code” shall mean the City of Elk Grove Zoning Code, as of the Effective Date.

3. Exhibits. The following documents referred to in this Agreement and attached hereto are incorporated herein and made a part of this Agreement by this reference.

Exhibit	Description
“A”	Legal Description of Real Property
“B”	Memorandum of Development Agreement
“C”	Map of Project Area
“D”	Conditions of Approval and Mitigation Monitoring & Reporting Program
“E”	Development Impact Fees

4. Description of Real Property. The real property which is the subject of this Agreement is described in Exhibit “A.”

5. Interest of Developers. Developers warrant that, at the time of execution of the Agreement, they are the owners in fee title of, some or all of the Property.

6. Transfers. Developers shall have the full right to enter into any Permitted Transfers of the Property and/or any portion thereof. No prior consent to a Permitted Transfer by the City shall be required in order for a Permitted Transfer to become effective. Developers shall provide City with written notice of a Permitted Transfer within thirty (30) days following the effective date of the Permitted Transfer.

b. With the exception of Permitted Transfers, which shall not require the City’s consent, Developers shall not Transfer this Agreement or any right or interest in or under this Agreement or suffer or permit any Transfer to occur by operation of law or otherwise without the prior express written consent by the City, which consent shall not be unreasonably withheld. The City’s consent to any Transfer shall be based on the transferee’s ability to implement the applicable terms of this Agreement on the Property, or such portions thereof, to be transferred. Information relevant to a proposed transferee’s ability to perform the conditions of this Agreement, as requested, and as determined by the City in its sole discretion, including but



not limited to reports and data disclosing its financial condition, shall be disclosed to the City and/or the City's representatives at the City's request. Failure of City to respond within forty-five (45) days to any request by Developers for such consent shall be deemed to be an approval by the City of the Transfer in question. The determination of the City's consent to a Transfer shall be made by the City Manager and is appealable to the City Council.

c. Upon Transfer, Developers shall be released from all obligations and liabilities under this Agreement specifically assumed in writing by the transferee with respect to that portion of the Property transferred, provided that Developers have transmitted to the City notice of such Transfer and the transferee becomes a Party to this Agreement. Any obligations and liabilities of Developers under this Agreement not expressly assumed in writing by a transferee shall remain the responsibility of Developers following assignment.

d. In the event that Developers retain their obligations under this Agreement with respect to the portion of the Property transferred by Developers or can otherwise demonstrate bonds and/or other financial security will satisfy these obligations, the transferee in such a transaction (a "Non-Assuming Transferee") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from all rights provided by this Agreement for the duration of the Term. Nothing in this section shall exempt any Property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable Project Conditions of Approval and Project Mitigation Monitoring and Reporting Program.

7. Term of Agreement. The term of this Agreement ("Term") shall commence upon the Execution Date and shall continue in full force and effect for ten (10) years thereafter unless extended or earlier terminated as provided herein. The Term may be extended an additional ten (10) years beyond the initial ten-year term by agreement of the Parties. The term of vesting of all Project Approvals shall be the same as the Term, as defined in this Section 7.

8. Binding Effect of Agreement. The obligations and burdens of this Agreement bind and the benefits of the Agreement inure to transferees, assignees and the successors in interest to the Parties hereto.

9. Relationship of Parties.

a. It is understood that the contractual relationship between the City and Developers is such that Developers are independent contractors and not agents of the City, and nothing herein shall be construed to the contrary.

b. City and Developers agree that nothing contained herein or in any document executed in connection herewith shall be construed as making Developers joint venturers or partners with the City.



c. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

10. City's Approval Proceedings for the Project.

a. Upon its incorporation July 1, 2000, the City adopted the General Plan of the County of Sacramento as the City of Elk Grove General Plan.

b. On April 5, 2001, the Planning Commission recommended approval of the Project Approvals, as modified.

c. On June 27, 2001, the City Council certified the final EIR for the Project. **(Resolution No. 2000-42)**

d. On June 27, 2001, the City Council approved the Project Approvals, made findings, and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program. **(Resolution No. 2001-43)**

e. On June 28, 2001, the Planning Commission conducted a duly noticed public hearing on this Agreement, and voted to recommend that the City Council approve this Agreement.

f. On August 1, 2001, the City Council conducted a duly noticed public hearing at which time the City Council continued the hearing to August 15, 2001.

g. On August 15, 2001 the City Council conducted a duly noticed continued public hearing at which time it introduced an ordinance approving this Agreement.

h. On September 5, 2001, the City Council conducted a second duly noticed public hearing on this Agreement, and voted to approve this Agreement by adoption of Ordinance No. 13-2001.

i. On September 18, 2014, the Planning Commission conducted a duly noticed public hearing and adopted Resolution No. 2014-20 recommending that the City Council, inter alia, adopt amendments to the SPA to modify and/or clarify certain development standards and permit requirements and procedures and to find EGTC in default of the 2001 Development Agreement.

j. On October 8, 2014, the City Council conducted a duly noticed public hearing and adopted Resolution 2014-237, finding EGTC in default of the 2001 Development Agreement, and introduced an ordinance amending the SPA. By Ordinance 29-2014, the City Council adopted a separate Development Agreement by and between the City and EGTC with respect to District A.



k. On October 22, 2014, the City Council adopted Ordinance No. 28-2014, amendment the SPA.

11. Project Approvals. Developers have applied for and obtained various land use approvals and entitlements related to the development of the Project, as described below. For purposes of this Agreement, the term “Project Approvals” shall mean all of the approvals described in this Section 11, and all Conditions of Approval set forth in Exhibit “D.”

a. General Plan Amendments. On June 27, 2001 the City Council, by Resolution No. 2001-43, approved amendments to the City General Plan (“General Plan Amendments”).

b. Zoning Code Text Amendment to Establish the SPA. On June 27, 2001 the City Council, by Ordinance No. 10-2001, approved a text amendment to the Zoning Ordinance (“Zone Text Amendment”) to establish the Lent Ranch Marketplace Special Planning Area (“SPA”), as amended by the City Council on October 22, 2014 pursuant to Ordinance No. 28-2014.

c. Zoning Map Amendment. On June 27, 2001 the City Council, by Ordinance No. 10-2001, approved amendments to the Zoning Map (“Zone Change”) to apply the SPA to the subject property.

d. Tentative Subdivision Map. On June 27, 2001 the City Council, by Resolution No. 2001-43, approved a Tentative Subdivision Map for the creation of 11 parcels (“Tentative Subdivision Map”).

e. Development Agreement. On September 5, 2001 the City Council, by Ordinance No. 13-2001, approved the 2001 Development Agreement, as extended on April 13, 2011 by the City Council, and as amended and restated on _____, 2015 by the City Council pursuant to Ordinance No. 15-_____.

12. Subsequent Approvals.

a. In order to develop the Property as contemplated by the Project Approvals, Developers may seek additional entitlements, development permits, and use and/or construction approvals (hereinafter “Entitlement(s)”) other than the Project Approvals. At such time as any requested additional Entitlement is approved by the City, such additional Entitlement shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be treated as part of the “Project Approvals” under this Agreement.

b. Nothing in this Agreement shall in any way restrict or limit the City’s discretion to deny or approve Developers’ request(s) for additional Entitlements, development permits, and use and/or construction approvals, nor shall anything in this Agreement be construed or relied upon as the City’s intention or obligation (implied, express or otherwise) to approve any requested additional entitlements, development permits, or use and/or construction



approvals. In addition, nothing in this Agreement shall be construed or relied upon by Developers to in any way excuse or waive an obligation to strictly comply with all applicable laws, ordinances and conditions of approval.

13. Development Timing and Restrictions. The Parties agree that it is extremely difficult for the Parties to presently predict when or at what rate portions of the Project would be developed on the Property. Such decisions depend upon numerous factors which may not be within the control of Developers, such as market orientation and demand, interest rates, competition and other similar factors. Developers may develop the Project at such rate and times, and in such sequence, as Developers deem appropriate within the exercise of their prudent business judgment, and regardless of any development moratoria or restrictions on development, timing of development, allocation of building permits or other restrictions that may be imposed by the City during the term of this Agreement. Therefore, no rules, ordinances, regulations or policies applicable to development of the Project and adopted subsequent to the Effective Date which regulate or restrict timing of development, sequencing of development, rate of development and/or building permit issuance shall apply to the Project. Notwithstanding the above, a change or amendment to the Vested Elements may be applied to the Property if it is determined by the City and evidenced through findings adopted by the City Council that the change or amendment is reasonably required in order to prevent a condition dangerous to the public health and safety.

14. Conditions to this Agreement. The following conditions to this Agreement shall apply to the Project as specified herein:

a. The development of the Project shall be in accordance with and governed by the Project Approvals and this Agreement, as well as the Agreement for Indemnification Between the City of Elk Grove and M&H Realty Partners III L.P. and the Agreement for Advance of Funds Between the City of Elk Grove and M&H Realty Partners III L.P.

b. Development of the Project shall be subject to all of the Conditions of Approval attached hereto as Exhibit "D."

c. The 2001 Development Agreement contemplated mitigation for agricultural, open space and habitat impacts; the obligations related to those mitigation measures has been satisfied and the Project shall not be subject to any future-adopted City-wide mitigation fee or other program for the preservation of open space, greenbelts, animal and plant species or habitat and/or agricultural land, or such fees or programs that serve a similar or related purpose or objective.

d. The City agrees that the Project shall develop at least 180, but no more than 280, units of multi-family housing.

e. Developers shall endeavor in good faith to hire, or endeavor in good faith to cause to be hired, from the Standard Metropolitan Statistical Area in which the Project is located, qualified labor and companies in the construction of the Project. This requirement shall



be monitored annually as a part of the annual review of this Agreement, pursuant to Section 18 herein and Government Code section 65865.1

15. Vested Right to Develop.

a. Developers shall have a vested right to develop the Project as set forth in the Vested Elements, defined as the following:

(i) The Project Approvals;

(ii) The General Plan on the Effective Date, except that the Vested Elements shall include the amendments adopted as part of the Project Approvals; and

(iii) The Zoning Code on the Effective Date, except that the Vested Elements shall include the amendments adopted as part of the Project Approvals and the SPA; and

(iv) The Development Impact Fees identified on Exhibit "E," if and when those fees are adopted by the City and consistently applied to land uses and/or property similarly situated to the Project, in the amounts in effect on their effective dates when adopted by the City, plus any subsequently approved increase in such fees applied consistently to land uses similarly situated to the Project, or any adjustment based on the Engineering News Record Index, whichever is less. Only those Development Impact Fees identified on Exhibit "E" are applicable to the Project.

b. City hereby agrees to be bound by the Vested Elements, subject to Developers' compliance with the terms and conditions of this Agreement and the Conditions of Approval applicable to each Party. The failure of one Party to comply shall not impair the right of any other Party to develop the Project in accordance with the Vested Elements.

c. To the extent any future rules, ordinances, regulations or policies applicable to development of the Project are inconsistent with the Vested Elements, including the permitted uses, density and intensity of use, rate, timing or sequencing of construction, maximum building height and size, or provisions for reservation and dedication of land, the Vested Elements shall prevail, unless the City and any individual Party to this Agreement mutually agree to alter or amend any of the Vested Elements, including this Agreement as to that individual Party's property only. The City agrees that any individual Developer, in its sole discretion, may permanently amend the Vested Elements by applying some or all of the rules and regulations set forth in the General Plan in effect as of the Execution Date, ("Amended General Plan") the Zoning Code in effect as of the Execution Date, ("Amended Zoning Code") or the SPA, as amended by City Council Ordinance 28-2014, ("Amended SPA") by providing 30 days' notice in writing to the Planning Director. Use of a specific provision of the Amended General Plan, Amended Zoning Code, or Amended SPA shall not be deemed to have amended the Vested Elements to that regulation in its entirety, only as to that provision, unless an individual Developer, in its sole discretion, opts to update the Vested Elements as to the entirety of the



Amended General Plan, Amended Zoning Code or Amended SPA. Amendment of the Vested Elements as contemplated by the foregoing shall not constitute an amendment to this Agreement. An individual Developer's agreement to alter or amend any of the Vested Elements shall not be binding on the other Developer parties without their express written consent. To the extent any future rules, ordinances, regulations or policies applicable to development of the Project do not impair, abridge or qualify the Vested Elements, including permitted uses, density and intensity of use, rate, timing or sequencing of construction, maximum building height and size, or provisions for reservation or dedication of land, such rules, ordinances, regulations or policies shall be applicable. Notwithstanding the above, a change or amendment to the Vested Elements may be applied to the Property if it is determined by the City and evidenced through findings adopted by the City Council that the change or amendment is reasonably required in order to prevent a condition dangerous to the public health and safety. In the event of an inconsistency between the provisions of the SPA and the Zoning Code as defined in the Project Approvals, the provisions of the SPA shall prevail.

16. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Developers and their representative and (Developers') successors and assigns. Notice shall be effective on the date it is delivered in person, or the date when the postal authorities indicate the mailing was delivered to the address of the receiving Party indicated below:

Notice to City:	City of Elk Grove 8400 Laguna Palms Way Elk Grove, CA 95759 Attention: City Manager
With copy to:	Kronick, Moskovitz, Tiedemann & Girard 400 Capitol Mall, 27th Floor Sacramento, CA 95814 Attention: Jonathan Hobbs Fax: (916) 321-4555
Notice to Developers:	M&H Realty Partners III, L.P. 425 California Street, 10th Floor San Francisco, CA 94104 Attention: Lent Ranch Marketplace Fax: (415) 693-0480



Robert H. Lent
10551 West Stockton Boulevard
Elk Grove, CA 95757
Telephone: (916) 798-0802
Fax: (916) 684-2059

Feletto Development, LLC
1020 45th Street
Sacramento, CA 95819
Attention: Martin Feletto
Fax: (916) 765-1234

With copies to:

Glaser Weil
10250 Constellation Blvd., Suite 1900
Los Angeles, CA 90067
Attention: Daniel Jordan, Esq.
Telephone: (310) 553-3000

17. Hold Harmless. Developers shall defend, indemnify and hold harmless the City and its agents, officers, consultants, independent contractors and employees (“Elk Grove’s Agents”) from any and all damage, liability or loss, or any claim of damage, liability or loss, including without limitation attorneys’ fees or costs, connected with or arising out of any alternative dispute resolution process, action or proceeding (collectively “Action”) against the City or Elk Grove’s Agents to attack, challenge, question, clarify, set aside, void, enjoin, obtain declaratory relief regarding or annul this Agreement, or any part thereof, or any decision, determination, or action made or taken under this Agreement, or any part thereof, or related to approving the Project or any part thereof, or any related approvals or Project conditions imposed by the City or Elk Grove’s Agents concerning the Project, or to impose personal liability against the City or Elk Grove’s Agents, resulting from their involvement in the Project (except where caused by the active negligence, sole negligence, or willful misconduct of the City or Elk Grove’s Agents), including any claim for private attorney general fees claimed by or awarded to any Party against the City or Elk Grove’s Agents. In the event of any such Action, the City and Developers shall confer and cooperate with each other in response to such Action, including the use of outside consultants and/or legal counsel, however, this agreement to “confer and cooperate” shall in no way be construed to limit the City’s independence in its response to such Action, including without limitation, the retention and/or use of outside consultants and/or legal counsel, nor shall it obligate the City to in any way compromise or alter its attorney-client relationships or confidences with legal counsel or outside consultants. The choice of any outside legal counsel used shall be acceptable to both Developers and City. To the extent that City uses any of its resources responding to such action, Developers shall reimburse City in accordance with the Indemnification Agreement and/or the Agreement for Advance of Funds for the use of such resources within thirty days of demand for payment thereof by City. Such resources include, but are not limited to, staff time, court costs, and City Attorney’s or other City legal counsel’s, Agent’s or consultant’s time at a rate equal to its total costs, or any other direct or



indirect costs associated with responding to the Action. If Developers do not reimburse all costs within sixty days of receipt of written demand for payment, interest shall accrue on the unpaid amount at a rate of 10% per annum, and shall serve to immediately terminate this Agreement.

With respect to any Action challenging the validity of this Agreement or any environmental, financial or other documentation related to approval of this Agreement, Developers further agree to defend, indemnify, hold harmless, pay all damages, expenses, costs and fees, if any incurred to either the City or plaintiff(s) filing such an action should a court award plaintiff(s) damages, costs and fees, and to provide a defense for the City in any such action. Any refusal by Developers to defend the City in such an Action shall serve to immediately terminate this Agreement; provided, however, each of the Developers shall be given reasonable written notice of and an opportunity to cure any such refusal by any other Developer.

18. Periodic Review of Compliance with Agreement. As required by Government Code §65865.1, City and Developers shall annually review this Agreement and all actions taken pursuant to the terms of this Agreement. Such annual review shall be undertaken in accordance with the procedure set forth in Sections 112-160 and 112-163 of the Zoning Code as of the Effective Date.

19. Modification or Termination in the Event of Default. Subject to the notice and opportunity to cure provisions set forth in Section 22, if the City determines that due to an Event of Default, modification or termination of this Agreement with respect to the defaulting Developer(s), is appropriate, the City shall provide notice to all Developers and hold a public hearing in accordance with the procedure set forth in Section 112-167 of the Zoning Code as of the Effective Date. The modification or termination of this Agreement as to a defaulting Developer(s) shall not affect the rights and obligations of other non-defaulting Developers or validity of the Project Approvals, or terminate this Agreement as to such other Developers.

20. Enforcement. Unless modified or terminated as provided in Section 19, this Agreement is enforceable by any Party to it.

21. Events of Default. A Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

a. If a warranty, representation or statement made or furnished by that Developer in connection with periodic review pursuant to Section 18 is intentionally false or proves to have been intentionally false in any material respect when it was made; or

b. A finding and determination by the City made following a periodic review under the procedure provided for in Section 18 that upon the basis of substantial evidence the Developer in question has not complied in good faith with one or more terms or conditions of this Agreement.

c. An Event of Default on the part of a Party identified as “Developers” under section 2(g) of this Agreement shall be limited in effect to the defaulting Party’s interest in



the Property or the Project, and shall not impair the benefits or privileges of any other Party identified as “Developers” under this Agreement.

22. Procedure Upon Default.

a. Upon the City’s finding of an Event of Default on the part of any Developer City shall provide all Developers with a written Notice of Default. The Notice of Default shall specify in detail the nature of the failure(s) in performance which the City claims constitutes the Event of Default, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

b. The Developer(s) alleged to be in default shall have thirty (30) days following written Notice of Default from the City to cure the Event of Default, where such Event of Default is of a nature that can be cured within the thirty (30) day period. If such Event of Default is not of a nature which can be cured within the thirty (30) day period, the Developer(s) must within the thirty (30) day period commence efforts to cure the Event of Default, and thereafter must within a reasonable time prosecute to completion with diligence and continuity the curing of the Event of Default. In the event that the Developer(s) fails to commence efforts within thirty (30) days, the City may give notice of its intent to modify or terminate the Agreement with respect to the defaulting Developer(s) as set forth in Section 19 of this Agreement.

c. City shall meet and confer with any or all Developers as necessary or desirable throughout the cure period.

d. City does not waive any claim of defect in performance by Developers if on periodic review the City does not propose to modify or terminate the Agreement.

e. Non-performance of any obligation when required hereunder shall not be excused because of failure of an employee, agent or subcontractor of a Party hereto.

f. An express repudiation, refusal or renunciation of the Agreement, if the same is in writing and signed by Developers, shall be sufficient to terminate the Agreement and a hearing on the matter shall not be required.

g. Adoption of a law, regulation or other governmental activity making performance by Developers unprofitable or more difficult does not excuse the performance of any obligation by Developers.

h. Non-performance shall be excused when it is delayed unavoidably and beyond the reasonable control of any Party by strikes, lock-outs, Acts of God, inclement weather, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, changes in local, state or federal laws or regulations, enemy action, civil disturbances, fire, unavoidable casualties, litigation brought by a



non-Party to this Agreement, or any other cause beyond the reasonable control of either Party which substantially interferes with such performance.

23. Damages Upon Termination. Developers acknowledge 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, modifications, or deletions to which Developers are opposed. Developers further acknowledge that as an instrument which must be approved by ordinance, this 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 Developers waive 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 Developers, and that therefore, Developers hereby waive 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 Developers' or the City's rights to equitable remedies as permitted by law, such as specific performance, injunctive and/or declaratory relief, provided that Developers waive any claims to monetary damages in conjunction with any such requested relief.

24. Attorneys' Fees, Expenses and Costs. In the event of litigation by one party against another under this Agreement, or to enforce any provision herein 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.

25. Rules of Construction and Miscellaneous Terms.

a. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

b. If a part of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of the Agreement is not affected. Following a meeting between the Parties, the provisions of this Agreement shall, upon agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with the court order.

c. The person or persons executing this Agreement on behalf of the Parties warrant and represent that they have the authority to execute this Agreement and represent that they have the authority to bind the Parties to the performance of their obligations hereunder.



d. The time limits set forth in this Agreement may be extended by mutual consent of the Parties in accordance with the procedures for adoption of an agreement.

e. This Agreement, together with its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

f. Each Party to this Agreement hereby represents that he/she/it was represented by an attorney in the negotiation of this Agreement and has entered into this Agreement after consultation with their own attorney, or the Party has deliberately failed to consult with counsel knowing they had the right to so consult with counsel and voluntarily chose to give up that right, thus, should this Agreement require interpretation, none of the Parties shall be deemed the drafter of any provision.

26. Amendments to Development Agreement Legislation. No amendment to the Development Agreement Legislation or any other legislation or regulation following the Effective Date which would prevent or preclude compliance with one or more provisions of this Agreement shall apply to this Agreement unless such amendment or addition is specifically required by the change in law, or is mandated by a court of competent jurisdiction. In the event of the application of such a change in law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement and the Vested Elements. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation.

27. Estoppel Certificates. Either Party may, at any time during the Term of this Agreement, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, or if amended, the Party shall describe the amendments, and (c) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, the Party shall describe the nature and amount of any such defaults. The Party receiving a request hereunder shall make best efforts to execute and return such certificate within thirty (30) days following the receipt thereof. Either the City Manager or the Planning Director of the City shall have the right to execute any certificate requested by any Party hereunder. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

28. Copies of Vested Elements. Prior to the Effective Date, the Parties shall prepare two (2) sets of the Vested Elements, one (1) set for City and one (1) set for Developers, so that if it becomes necessary in the future to refer to any of the Vested Elements, there will be a common set available to all Parties.



29. Termination of Development Agreement with Respect to Individual Residential Parcels Upon Sale to the Public. Upon issuance of a certificate of occupancy for a building constructed on any residential parcel, and the final subdivision and individual sale of such residential parcel to the purchaser thereof, such parcel shall be released from and no longer be subject to the provisions of this Agreement without the execution or recordation of any further document or instrument.

30. Authorized Agents. Each person executing this Agreement warrants to all other Parties hereto that he/she is fully authorized to execute this Agreement in the capacity indicated by his/her signature.

31. Memorandum of Agreement. Contemporaneously herewith, the Parties shall execute a notarized Memorandum of Development Agreement in the form attached hereto as Exhibit "B," identifying the Property, which Memorandum shall be recorded with the Sacramento County Recorder.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written.

SIGNATURES BEGIN ON NEXT PAGE



CITY:

CITY OF ELK GROVE

By: _____
_____, Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD,
a Professional Corp,

By: _____
Jonathan Hobbs, City Attorney

DEVELOPERS:

M & H REALTY PARTNERS AFFILIATED FUND III L.P.,
a California limited partnership

By: MHRP AFFILIATED III L.P.,
a California limited partnership

By: MERLONE/HAGENBUCH INC.,
a California corporation

By: _____
Peter J. Merlone, President

SIGNATURES CONTINUE ON NEXT PAGE



ROBERT H. LENT AS TRUSTEE OF THE ROBERT H. LENT TRUST DATED MARCH 13,
2009

Robert H. Lent as Trustee of the
Robert H. Lent Trust dated March 13, 2009

FELETTO DEVELOPMENT, LLC

By: _____
Martin Feletto, Member



EXHIBIT "A" - LEGAL DESCRIPTION

Real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:

LOTS B THROUGH F, AND LOT H, AS SHOWN ON THE CERTAIN MAP ENTITLED "SUBDIVISION NO. 00-038.00 LENT RANCH MARKETPLACE" WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON DECEMBER 14, 2007 IN BOOK 372 OF MAPS, PAGE 27.

EXCEPTING THEREFROM THAT PORTION DEED TO SACRAMENTO MUNICIPAL UTILITY DISTRICT, A MUNICIPAL UTILITY DISTRICT BY GRANT DEED RECORDED MAY 19, 2008 IN BOOK 20080519 AT PAGE 320, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF ELK GROVE BY FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 30, 2008 IN BOOK 20081230 AT PAGE 0520, OFFICIAL RECORDS.

APNs: 134-1010-002-0000; 134-1010-003-0000; 134-1010-004-0000; 134-1010-005-0000; 134-1010-008-0000; 134-1010-013-0000

PARCELS 1, 2, AND 4 THROUGH 9, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 08-009 FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON NOVEMBER 21, 2008, IN BOOK 210 OF PARCEL MAPS AT PAGE 20.

APNs: 134-1030-001-0000; 134-1030-002-0000; 134-1030-004-0000; 134-1030-005-0000; 134-1030-006-0000; 134-1030-007-0000; 134-1030-008-0000; 134-1030-009-0000

LOT K AS SHOWN ON THE CERTAIN MAP ENTITLED "SUBDIVISION NO. 00-038.00 LENT RANCH MARKETPLACE" WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON DECEMBER 14, 2007 IN BOOK 372 OF MAPS, PAGE 27.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF ELK GROVE BY FINAL ORDER OF CONDEMNATION RECORDED APRIL 07, 2009 IN BOOK 20090407 AT PAGE 0769, OFFICIAL RECORDS.

APN: 134-1010-011-0000

[legal description continues on next page]



LOTS I AND J, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SUBDIVISION NO. 00-038.00 LENT RANCH MARKETPLACE", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON DECEMBER 14, 2007, IN BOOK 372 OF MAPS PAGE(S) 27.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED MARCH 21, 2008 AS BOOK 20080321, PAGE 1060, OF OFFICIAL RECORDS.

APN: 134-1010-009-0000 (Affect Lot I) and 134-1010-010-0000 (Affects Lot J)

[end of legal description]



EXHIBIT “B” – MEMORANDUM OF DEVELOPMENT AGREEMENT

[Actual Document To Be Recorded.]

MEMORANDUM OF DEVELOPMENT AGREEMENT

This Memorandum of Development Agreement (“Memorandum”) is dated as of _____, 2015, and is entered into between M&H Realty Partners Affiliated Fund III L.P., a California limited partnership, successor in interest to M & H Realty Partners III L.P., a California limited partnership, Feletto Development LLC, a California limited liability company, and Robert H. Lent as trustee of the Robert H. Lent Trust dated March 13, 2009 (individually and collectively referred to herein as “Developers”), and the City of Elk Grove (“City”), a municipal corporation organized and existing under the laws of the State of California corporation.

Recitals

A. On or about July 11, 2001, Developers, Elk Grove Town Center, L.P. et al. (EGTC) and the City entered into a written Development Agreement pursuant to Government Code sections 65864 et seq. (the “Agreement”), pursuant to which the parties agreed to various rights, obligations, duties and conditions relating to that certain real property particularly described in Exhibit A hereto (“Premises”).

B. On October 8, 2014, the City Council adopted Resolution No. 2014-237 finding EGTC in default of the 2001 Development Agreement, thereby terminating EGTC from the 2001 Development Agreement and removing EGTC’s property from the 2001 Development Agreement.

C. On _____, 2015, the City adopted Ordinance No. 2015-XX, amending the 2001 Development Agreement (the “Amended and Restated Development Agreement”), which includes modifications to the 2001 Development Agreement as a result of Resolution No. 2014-237.

D. The parties to the Agreement desire to execute this Memorandum to provide constructive notice of the rights, obligations, duties and conditions of the parties under the Agreement to all third parties.

Memorandum of Terms

1. The term of Amended and Restated Development Agreement shall continue for ten (10) years after the execution date of the Amended and Restated Development Agreement, and such term may be extended by an additional ten (10) years by mutual agreement of the parties.



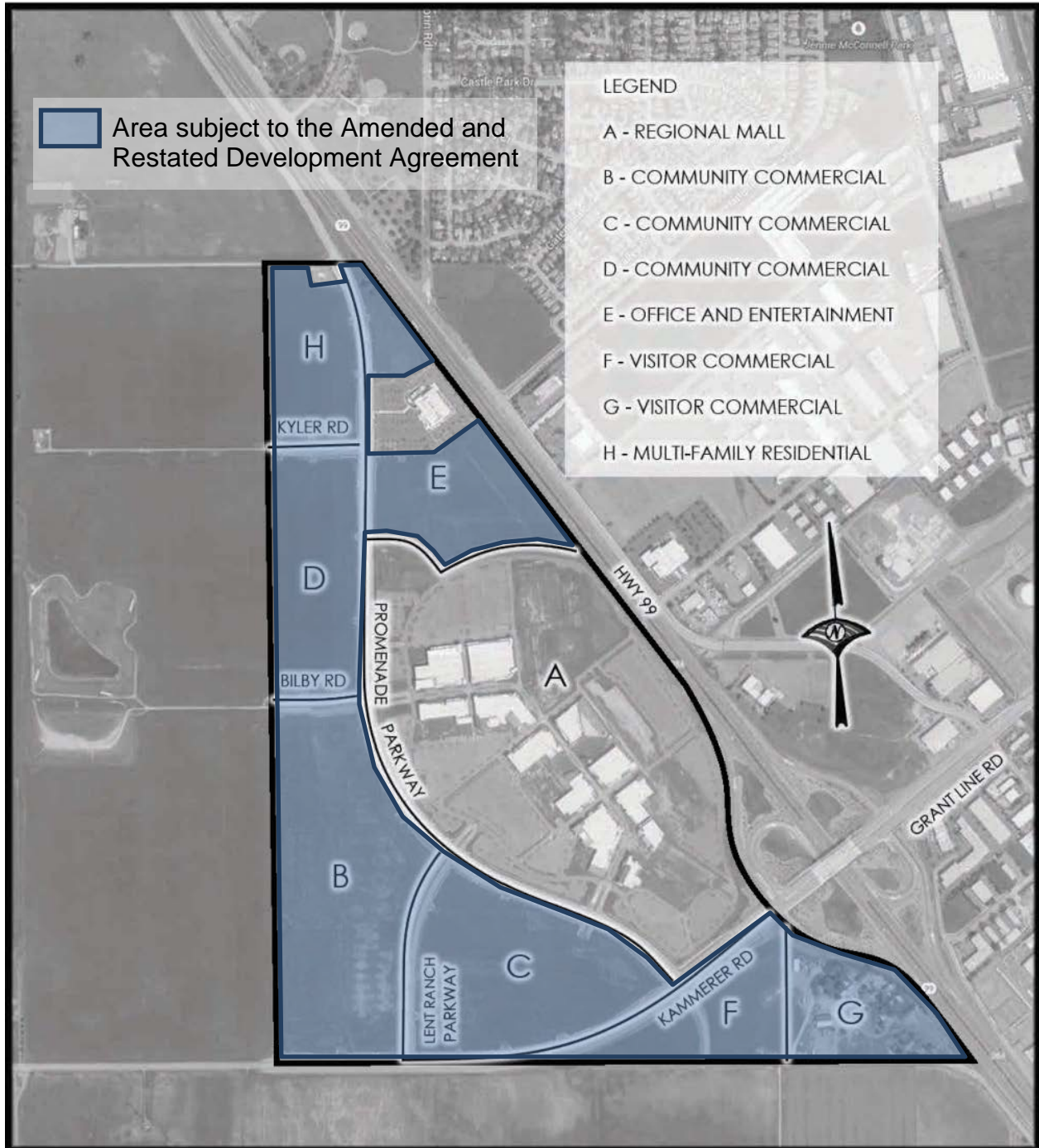
2. The parties have executed and recorded this Memorandum to give constructive notice of the Agreement. Additional terms are contained in the Agreement which is incorporated by reference in its entirety in this Memorandum. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

3. This Memorandum is governed by the law of the State of California.

/s/



EXHIBIT "C" – MAP OF PROJECT AREA





**EXHIBIT "D" – CONDITIONS OF APPROVAL AND
MITIGATION MONITORING & REPORTING PROGRAM**

BEGINS ON NEXT PAGE



Applicability and Status of Conditions of Approval for the

**FINAL CONDITIONS OF APPROVAL
 LENT RANCH MARKETPLACE**

As Approved by City Council 6-27-01 and Amended October 2014

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	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: a) Issuance of any grading or building permits, excluding the concurrent grading of the Grant Line/99 freeway interchange and the regional mall site.	SPA	Complete/ Satisfied	Remove Condition



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>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.</p>			
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</p>	SPA and TSM	Complete/ Satisfied	Remove Condition from SPA



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	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>			
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



#	Condition	Applicability	Status	Proposed Action Relative to 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 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	TSM	Complete/ Satisfied	No Change
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



#	Condition	Applicability	Status	Proposed Action Relative to SPA
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
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	TSM	Complete/ Satisfied	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	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			
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
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



#	Condition	Applicability	Status	Proposed Action Relative to SPA
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 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>	TSM	Complete/ Satisfied	No Change
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



#	Condition	Applicability	Status	Proposed Action Relative to SPA
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 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
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



#	Condition	Applicability	Status	Proposed Action Relative to SPA
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 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
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	TSM	Complete/ Satisfied	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA			
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 #MM4.2-5 from the Lent Ranch Marketplace Final EIR</i></p>	TSM	Complete/ Satisfied	No Change
TR16	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:	TSM	Complete/ Satisfied	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<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>			
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 the following lane configurations at the intersection:</p>	TSM	Complete/ Satisfied	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<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



#	Condition	Applicability	Status	Proposed Action Relative to SPA
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
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



#	Condition	Applicability	Status	Proposed Action Relative to SPA
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	<p>The following conditions shall be satisfied prior to the issuance of any certificate of occupancy for the regional mall:</p> <ul style="list-style-type: none"> (a) Mall management shall contract with a private security firm to provide uniformed patrols both inside and outside the mall. (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. (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. (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. (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 	TSM	Completed through subsequent District Plans	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>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>			
MM1	<p>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></p>	MMRP	Complete/ Satisfied	No Change
MM2	<p>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></p>	MMRP	Continuous	No Change
MM3	<p>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></p>	MMRP	Continuous	No Change
MM4	<p>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</i></p>	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<i>implements Mitigation Measure #MM4.3-1(c) from the Lent Ranch Marketplace Final EIR</i>			
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 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>	MMRP	Continuous	No Change
MM7	All construction activity within the Lent Ranch SPA area shall comply with the following requirements: <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. 	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>(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.</p> <p>(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 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) Ldn/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</p>			



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>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>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</p>			
MM8	<p>The project developer shall implement noise attenuation measures, as necessary to reduce exterior and interior noise levels 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</p>	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	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 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>	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
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>(a) 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> <p>(b) The demolition contractor shall be informed that all paint on the buildings shall be considered as containing lead. The contractor shall take</p>	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>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 EGCS D 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</p>	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>may be implemented during site grading and construction could 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></p>			
MM17	<p>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></p>	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 	MMRP	Continuous (Complete)	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>Grove Code as such may be amended from time to time and to the extent said Chapter remains in effect.</p> <p><i>This condition of approval implements Mitigation Measures #MM4.8-1(a) from the Lent Ranch Marketplace Final EIR</i></p>			
MM19	<p>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></p>	MMRP	Continuous	No Change
MM20	<p>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></p>	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
MM21	<p>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 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>	MMRP	Continuous	No Change
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</p>	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>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 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 	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>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.</p> <p>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.</p> <p>d) Construction personnel shall participate in a the U.S. Fish and Wildlife Service (USFWS)-approved worker 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</p>			



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<p>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 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>			



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<i>This condition of approval implements Mitigation Measures #MM4.8-4(a - f) from the Lent Ranch Marketplace Final EIR</i>			
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> <ul style="list-style-type: none"> 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. 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. c) No signs, ropes, cables (except cables that may be installed by a certified arborist or other professional tree expert), or other items shall be attached to the oak trees. 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. 	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
	<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 trees.</p> <p><i>This condition of approval implements Mitigation Measures #MM4.8-6(a) from the Lent Ranch Marketplace Final EIR</i></p>			



#	Condition	Applicability	Status	Proposed Action Relative to SPA
MM25	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>	MMRP	Continuous	No Change
MM26	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. 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>	MMRP	Continuous	No Change
MM27	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>	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

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EXHIBIT “E” – DEVELOPMENT IMPACT FEES

Development Impact Fees

The list below summarizes the applicable City development impact fees. These fees are subject to automatic annual adjustments or a Council approved fee increase.

- Capital Facilities Fee
- Affordable Housing Fee
- Roadway Fee
- Laguna Ridge Park Fee

Relationship to Other City Permit and Inspection Fees

In addition to the list of City applicable development impact fees, the Project shall be subject to all other City Permit and Inspection Fees, including but not limited to the following fees:

- Building Permit Fee
- General Plan Update Fee
- Technology Fee
- CBSC Fee
- Construction and Demolition Fee
- Improvement Plan Check and Inspection Fees
- Mitigation Monitoring and Reporting
- Condition Compliance pursuant to the City of Elk Grove Planning and Application Agreement Section 7 “Processing Fee Agreement”
- Subsequent project processing (entitlement) fees and charges
- Swainson’s Hawk Mitigation Fee
- Agricultural Mitigation Fee
Tree Mitigation Fee

Other Agency Development Fees

The Project shall be subject to all other agency fees as required by Cosumnes Community Services District (CCSD), Elk Grove Unified School District (EGUSD), Sacramento Area Sewer District (SASD), Sacramento County Water Agency (SCWA), or other agencies or services providers, including but not limited to the following fees:

- Fire Fee
- Measure A Transportation Fee
- EGUSD Fee
- Sewer Fee



- SRCSD Fee
- Water Fee
- If implemented, the Capital Southeast Connector JPA Fee (to the extent that the JPA fee funds infrastructure of facilities that are otherwise funded by the City's Roadway Fee, the Roadway Fee owed to the City by Developers will be reduced or credited in an equal amount.)
- Any other fees mandated by any State or Federal Agency whether imposed now or later such as the Army Corps of Engineers or the Department of Fish and Wildlife whether collected as a City fee or separate agency fee.

This Agreement does not lock in any outside agency fees.



END OF AGREEMENT



CITY OF ELK GROVE



AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF ELK GROVE AND
M&H REALTY PARTNERS,
ELK GROVE TOWN CENTER, L.P., AFFILIATED FUND III,
ET AL., FOR THE
LENT RANCH MARKETPLACE PROJECT



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AMENDED AND RESTATED

**DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF ELK GROVE**

AND

**M&H REALTY PARTNERS AFFILIATED FUND III L.P., ELK GROVE TOWN
CENTER, L.P., ET AL.,**

FOR THE

LENT RANCH MARKETPLACE PROJECT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”) is entered into this 5th day of September 2001 ~~2001~~ 2015 (the “~~Effective~~Execution Date”), between M&H Realty Partners Affiliated Fund III L.P., a California limited partnership, successor in interest to M & H Realty Partners III L.P., a California limited partnership, Feletto Development LLC, a California limited liability company, and Robert H. and Lisa Lent, as trustee of the Brian Wayne Robert H. Lent Trust, ~~and Susan L. Rasmussen dated March 13, 2009~~ (individually referred to as “Developer” and collectively referred to herein as “Developers”), and the City of Elk Grove (“City”), amending that certain Development Agreement by and between all of the aforementioned Parties, or the Parties’ predecessors in interest, and Elk Grove Town Center, L.P., a Delaware limited partnership (“Mall Developer”), and the Marilyn J. Wackman Revocable Trust (referred to herein as “Landowner”), et al. (“EGTC”), for the Lent Ranch Marketplace Project dated September 5, 2001 (“2001 Development Agreement”), executed on September 5, 2001 (the “Execution Date”) amended and the City of Elk Grove (“City”) ~~extended by that certain Memorandum Regarding Extension of Development Agreement, recorded on June 28, 2011 with the Sacramento County Recorder (Book 20110628, Page 0516).~~ For the purposes of this Agreement, Developers, Mall Developer and the City are referred to individually as “Party,” and collectively as the “Parties.”

RECITALS

This Agreement is predicated upon the following findings:

A. Government Code §§65864-65869.5 authorize the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

B. Pursuant to Government Code §65865(c), the City has adopted rules and regulations establishing procedures and the City’s requirements for consideration of development agreements, which are set forth in Chapter 12 of the City’s applicable Zoning Code.

C. Developers own in fee ~~or have an option to purchase~~ approximately twoone hundred ~~ninety five (295)~~ eighty nine (189) acres of real property in the southern portion of the City, which property is the proposed site of the “Lent Ranch Marketplace” project (“Project”). The Project



site is bounded on the east by West Stockton Boulevard and State Route 99, existing Kammerer Road on the south; the western boundary is a line approximately 0.9 mile west of State Route 99. A legal description of the Project site is attached hereto as Exhibit "A."

D. The City has adopted the Lent Ranch Marketplace Special Planning Area ("SPA"), a set of zoning regulations that will guide and control development of the Project. The City has also approved amendments to the City's General Plan and Zoning Code as necessary to maintain consistency between the SPA, the General Plan, and the Zoning Code. The SPA implements the objectives and policies of the City's General Plan by setting forth the vision, standards, and guidelines that will ensure high quality development of the Lent Ranch Marketplace.

E. Along with the SPA, the 2001 Development Agreement governed the development of retail and commercial services on approximately two-hundred and ninety five (295) acres of real property in the southern portion of the City, consisting of the Property plus other property owned by EGTC containing approximately 106 acres ("District A").

F. On October 8, 2014, the City Council adopted Resolution No. 2014-237 finding EGTC in default of the 2001 Development Agreement, thereby terminating EGTC from the 2001 Development Agreement.

G. On October 8, 2014 and October 22, 2014, the City Council adopted amendments to the SPA to replace the previously contemplated Regional Mall with an outlet mall (the "Outlet Mall"), consisting of approximately 689,000 square feet of gross leasable area, on a portion of District A. As part of those actions, the City Council also removed District A from the 2001 Development Agreement, though District A is still governed by the amended SPA. Such amended SPA was adopted by Ordinance 29-2014. The City of Elk Grove adopted a separate Development Agreement by and between the City and EGTC with respect to District A in Ordinance 29-2014.

E.H. The development of the Project shall be in accordance with the terms and conditions of the Project Approvals, as defined herein.

F.I. In accordance with the legislative findings set forth in Government Code §65864, the City wishes to enter into a Development Agreement with Developers ~~and Mall Developer~~ in order to achieve public objectives and to provide benefits to the City. The public objectives and benefits that will be furthered by this Agreement include:

~~1. The Project will develop a Regional Mall with supporting retail and commercial services along the Highway 99 corridor that will accommodate the growing need for such services in the City of Elk Grove and adjacent communities.~~

1. The Project will create a commercial, office, 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.



2. The Project will provide an expanded economic base for the City of Elk Grove through the generation of significant increased tax revenue.
3. The Project will employ an average of 250 construction workers per year during the construction phase of the Project, and will represent a total construction investment of approximately \$313 million.
4. The Project will create further economic growth, as the Project will serve as a catalyst for additional economic activity. In addition to the direct economic benefits provided by the generation of tax revenue, large commercial developments provide indirect economic benefits which are estimated to be between 1.3 and 1.6 times the amount of direct economic benefits. These indirect economic benefits are the result of job creation and the spending of Project wages in the City, attraction of other commercial enterprises to the City, and other factors.
5. The Project will provide new and enhanced infrastructure improvements to serve the City of Elk Grove.
6. The Project will make available to the City all public water, sewer, storm drainage, electric, gas, cable and all other public utility infrastructure constructed or installed in or on the Property, as more specifically set forth in the Conditions of Approval.
7. The Project will provide a gathering place for residents of all ages.
8. The Project will create a visually pleasing and pedestrian friendly urban landscape to enhance the aesthetic and visual quality of the neighborhood.
9. The Project will provide multi-family housing consistent with the General Plan.
10. The Project will provide employment (~~an estimated 7,700 permanent jobs~~) and other economic opportunities for City residents.
11. The Project will reduce overall miles traveled by City residents to access regional commercial opportunities.

G.J. The following, among others, are some of the development issues relating to the Project which, in the absence of this Agreement, could deter Developers, ~~Mall Developer~~ and the City from making any long-term commitment to the implementation of the Project:

1. Development of the Project requires major investment by Developers ~~and/or Mall Developer~~ in public facilities, substantial front-end investment in on-site and off-site improvements, major dedications for public purposes and benefit, and substantial commitment of resources to achieve the public purposes and benefits of the Project for City. City recognizes and has determined that the granting of vested development rights and assurances in a project of this



magnitude will assist Developers ~~and Mall Developer~~ in undertaking the development of the Project and thereby achieve the public purposes and benefits of the Project for the residents of the City.

2. The Project entails approximately ~~3.1.8~~ million square feet of gross leasable building space consisting of a ~~regional shopping mall~~, community commercial uses, office and entertainment uses, and visitor commercial uses, and approximately 280 multi-family units. The City anticipates there will be multiple developers of the Property, thus requiring the City to coordinate the Project's development among them. ~~The City desires to ensure that the Regional Mall portion of the Project is developed before or concurrent with any other commercial development of the Project, consistent with the provisions of this Agreement.~~

3. Both the commercial and residential portions of the Project are of importance to the City and the City is anticipating, and relying on, the Project's proposals for a high quality design and development as well as internal and external consistency of the overall design and development of the Project.

~~H.K.~~ This Agreement is voluntarily entered into by Developers ~~and Mall Developer~~ in order to implement the General Plan and the Project Approvals and in consideration of the vested rights conferred and the procedures specified herein for the development of the Project. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the General Plan and the Project Approvals and in consideration of the agreements and undertakings herein to develop the Project by Developers ~~and Mall Developer~~. The City, Developers ~~and Mall Developer~~ recognize and agree that if not for Developers' ~~and Mall Developer's~~ contribution to and participation in the Conditions to this Agreement (Section 14 herein), the Mitigation Monitoring and Reporting Program, and the Conditions of Approval (Exhibit "D" hereto), the City would not approve the development of the Project as contemplated by this Agreement. The City's approval of the development of the Project as contemplated hereunder is in reliance upon and in consideration of ~~Developer and Mall Developer's~~ agreements to comply with the Conditions to this Agreement (Section 14 herein), the Mitigation Monitoring and Reporting Program, the Conditions of Approval (Exhibit "D" hereto) and those agreements and undertakings specified in this Agreement.

~~H.L.~~ The authority for this Agreement is contained in ~~Chapter 12 of~~ the City's applicable Zoning Code and in Government Code §65864 et seq.

~~J.M.~~ The City Council finds in accordance with Section ~~112-23.16.140(e)~~ of the Zoning Elk Grove Municipal Code that this Development Agreement:

1. ~~Is~~ consistent with the General Plan objectives, policies, ~~general~~ land uses, and implementation programs ~~specified and any other applicable specific plans;~~

1. ~~is~~ in the City General Plan;



~~2. Is in conformity with~~ conformance with the public convenience, ~~general welfare, and good land use practices;~~

~~1.2. Will not be detrimental to the health, safety,~~ and general welfare of persons residing in the immediate area ~~nor~~ 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;

~~2.3. Will not adversely affect~~ will promote the orderly development of property or the preservation of property values;

~~3. Is consistent with the provisions of Government Code §§65864 through 65869.5.~~

N. On October 8, 2014, the City Council of the City of Elk Grove adopted a Resolution finding EGTC in default of the 2001 Development Agreement, based upon EGTC submitting on April 11, 2014 an application for the Project that substantially varied from the project identified in the 2001 Development Agreement, and thereby terminated EGTC from the 2001 Development Agreement. By Ordinance 29-2014, the City of Elk Grove adopted a separate Development Agreement by and between the City and EGTC with respect to District A

NOW THEREFORE, the parties agree:

1. Recitals Incorporated. The Recitals set forth above are incorporated herein by reference.

2. Definitions. In this Agreement, unless the context otherwise requires:

~~a. "Anchor Store" shall mean a department store with National Recognition as defined herein, 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.~~

b.a. "City" is the City of Elk Grove, a municipal corporation, with offices located at 8400 Laguna Palms Way, Elk Grove, California 95759.

e.b. "City Council" shall mean the City Council of the City of Elk Grove.

d.c. "City Manager" shall mean the City Manager of the City of Elk Grove.

e.d. "Conditions of Approval" shall mean the list of conditions applicable to development of the Project, a copy of which is attached hereto as Exhibit "D."

f.e. "Control" means the ability to elect a majority of the directors of a corporation, select the managing partner of a partnership or otherwise to select or have the power to remove and then select a majority of those persons exercising governing authority over an



entity, and with respect to a limited partnership shall mean the sole general partner or all of the general partners to the extent each has equal management control and authority.

~~g.f.~~ “Developers” ~~without the word “Mall” preceding it~~ shall mean, individually and collectively, M&H Realty Partners III L.P., a California limited partnership (“M&H”), Feletto Development LLC, a California limited liability company, (“Feletto”) and Robert H. and Lisa Lent, as trustee of the Brian Wayne Robert H. Lent Trust, and Susan L. Rasmussen, dated March 13, 2009 (“Lent”). The term “Developers” ~~without the word “Mall” preceding it~~ shall also refer to any person or entity who obtains an interest in the Project or Property or any portion thereof during the term of this Agreement as a result of a Permitted Transfer, or a Transfer approved by the City pursuant to Section 6 of this Agreement.

~~h.g.~~ “Development Agreement Legislation” shall mean Government Code §65864 et seq. as of the Effective Date.

~~i.h.~~ “Development Impact Fees” shall mean only those fees adopted by City ordinance or resolution pursuant to Government Code §66000 et seq., and listed on Exhibit “E” to this Agreement, for the purpose of defraying the cost of public facilities related to a development project.

~~j.i.~~ “District Development Plan” is as defined in Section 5 of the Lent Ranch Special Planning Area, specifically including the content requirements listed in Table 5-1 of the Lent Ranch Special Planning Area.

~~j.~~ “Effective Date” shall mean September 5, 2001.

k. “Execution Date” shall mean the date of execution of this Agreement, which shall not be prior to thirty days after final adoption of the ordinance approving this Agreement.

l. “General Plan” shall mean the City of Elk Grove General Plan, as of the Effective Date.

~~m. “Landowner” is the owner of the balance of the Property not currently owned by Developers, and subject to option to purchase agreements by which Landowner has agreed to sell its interests in the Property to M&H. Landowner acknowledges that City requires it to execute this Agreement so that the whole of the property will be subject to this Agreement. Upon the exercise of the options to purchase by M&H, Landowner will no longer be a Party to this Agreement.~~

~~n. “Mall Developer” shall mean Elk Grove Town Center, L.P., a Delaware limited partnership, which is a subsidiary of GGP/Homart II L.L.C., a Delaware limited liability company. The term “Mall Developer” shall also refer to any person or entity who obtains an interest in the mall portion of District A (Regional Mall) during the Term of this Agreement as a~~



~~result of a Permitted Transfer described in Section 2(s)(i) or Section 2(s)(iii), or a Transfer approved by the City pursuant to Section 6 of this Agreement.~~

~~o. "Minor Tenant" or "Mall Shop" shall mean a retailer that is not an Anchor Store.~~

~~p. "National Recognition" shall mean a department store (including subsidiaries and affiliates) owned and operated by an entity with at least ten stores of at least the size proposed for the Regional Mall, in at least four different states and at least ten different Standard Metropolitan statistical areas, each with a population in excess of one million (1,000,000).~~

~~q.m. "Non-Assuming Transferee" shall mean a transferee in a transaction wherein Developers or Mall Developer retainsretain all of its obligations under this Agreement.~~

~~r. "Opening of Regional Mall" shall be the date on which: (i) at least three (3) Anchor Stores (each of which shall be fashion Anchor Stores), and at least fifty (50) Minor Tenants or Mall Shops are open to the public for business; and (ii) such Anchor Stores and Minor Tenants or Mall Shops encompass a minimum of 600,000 gross leasable square feet. Notwithstanding the definition of Anchor Store in Section 2.a. above, one of the three (3) initial Anchor Stores may include a minimum of 120,000 gross leasable square feet, two or three stories in height with at least two floors of retail area.~~

~~s.n. "Permitted Transfer" shall mean any of the following:~~

~~(i) Any Transfer to an entity or entities which Controls or is Controlled by, or is under common Control with, Elk Grove Town Center, L.P., a Delaware limited partnership, provided that management control over development of District A (Regional Mall) is held by GGP Limited Partnership, a Delaware limited partnership, or an entity that is Controlled by GGP Limited Partnership.~~

~~(ii) The Transfer by Mall Developer for occupancy for retail operation to the ultimate retail operator. The Transfer of any parcel of the Property within District A (Regional Mall) of the Project.~~

~~(iii) The Transfer by Mall Developer of any of the Property within District A (Regional Mall) after a minimum of 800,000 gross leasable square feet of retail space, including at least three Anchor Stores, have been constructed and opened to the public for retail business.~~

~~(iv)(i) The Transfer of any parcel of the Property not within District A (Regional Mall) of the Project, as generally shown in the Conceptual Site Plan (Figure 3-2) of the Lent Ranch Special Planning Area, only after M&H has transferred the property within District A (Regional Mall) to Mall Developer.~~



~~(v)~~(ii) Any of the following Transfers:

~~(a) — by M&H to Mall Developer;~~

~~(b) — by Robert H. and Lisa Lent and/or the Brian Wayne Lent Trust to M&H;~~

~~(c) — by the Marilyn J. Wackman Revocable Trust to M&H;~~

(a) By Lent to M&H;

(b) Transfer among or between entities Controlling, Controlled by, or under common Control of Feletto Development, LLC, Feletto Development Company, or Martin Feletto;

~~(d)~~(c) Transfer among or between entities Controlling, Controlled by, or under common Control with, M&H Realty Partners III L.P., including, without limitation, M&H Realty Partners V L.P., or by M&H Realty Partners Affiliated Fund III L.P.

~~(e) — Transfer by Susan L. Rasmussen-Lent to any entity Controlled by Susan L. Rasmussen, or to a trust for wealth or estate planning purposes;~~

~~(f)~~(d) Transfer by, and/or to any trust of which the beneficiary/ies are one or more descendants of Robert H. and Lisa Lent and/or the Brian Wayne Lent Trust to any entity Controlled by Robert H. and Lisa Lent and/or the Brian Wayne Lent Trust for wealth or estate planning purposes.

~~t.o.~~ o. “Project” shall mean the development of the Lent Ranch Marketplace (excluding District A) in accordance with the Project Approvals.

~~u.p.~~ p. “Project Approvals” shall mean the entitlement and land use approvals set forth in Section 11 of this Agreement.

~~v.q.~~ q. “Property” shall mean the Project site, a legal description of which is attached hereto as Exhibit “A.”

~~w. — “Regional Mall” shall mean the master planned retail development proposed for District A (Regional Mall) of the Project, as generally shown in the Conceptual Site Plan (Figure 3-2) of the Lent Ranch Special Planning Area, which will include a minimum of three fashion Anchor Stores. A Regional Mall shall contain between three to five Anchor Stores, and between fifty to two hundred Minor Tenants or Mall Shops.~~

~~x.r.~~ r. “SPA” shall mean the Lent Ranch Marketplace Special Planning Area, as approved by the City.



y.s. “Transfer” shall mean a total or partial assignment of any right herein, or a total or partial sale, lease, transfer, conveyance, assignment, encumbrance, or subdivision of the whole or any part of or interest in the right, title and/or interest of any of the Developers ~~or Mall Developer~~ in and/or to the Property.

z.t. “Vested Elements” is defined in Section 15 of this Agreement.

aa.u. “Zoning Code” shall mean the City of Elk Grove Zoning Code, as of the Effective Date.

3. Exhibits. The following documents referred to in this Agreement and attached hereto are incorporated herein and made a part of this Agreement by this reference.

Exhibit	Description
“A”	Legal Description of Real Property
“B”	Memorandum of Development Agreement
“C”	Map of Project Area
“D”	Conditions of Approval and Mitigation Monitoring & Reporting Program
“E”	Development Impact Fees

4. Description of Real Property. The real property which is the subject of this Agreement is described in Exhibit “A.”

5. Interest of Developers. Developers warrant that, at the time of execution of the Agreement, they are the owners in fee title of, ~~or have an option to purchase,~~ some or all of the Property.

6. Transfers. Developers ~~and/or Mall Developer~~ shall have the full right to enter into any Permitted Transfers of the Property and/or any portion thereof. No prior consent to a Permitted Transfer by the City shall be required in order for a Permitted Transfer to become effective. Developers ~~(or Mall Developer, as the case may be)~~ shall provide City with written notice of a Permitted Transfer within thirty (30) days following the effective date of the Permitted Transfer.

ee.b. With the exception of Permitted Transfers, which shall not require the City’s consent, Developers ~~or Mall Developer, as the case may be,~~ shall not Transfer this Agreement or any right or interest in or under this Agreement or suffer or permit any Transfer to occur by operation of law or otherwise without the prior express written consent by the City, which consent shall not be unreasonably withheld. The City’s consent to any Transfer shall be based on the transferee’s ability to implement the applicable terms of this Agreement on the



Property, or such portions thereof, to be transferred. Information relevant to a proposed transferee's ability to perform the conditions of this Agreement, as requested, and as determined by the City in its sole discretion, including but not limited to reports and data disclosing its financial condition, shall be disclosed to the City and/or the City's representatives at the City's request. Failure of City to respond within forty-five (45) days to any request by Developers ~~or Mall Developer~~ for such consent shall be deemed to be an approval by the City of the Transfer in question. The determination of the City's consent to a Transfer shall be made by the City Manager and is appealable to the City Council.

~~dd.c.~~ Upon Transfer, Developers ~~or Mall Developer, as the case may be,~~ shall be released from all obligations and liabilities under this Agreement specifically assumed in writing by the transferee with respect to that portion of the Property transferred, provided that Developers ~~or Mall Developer, as the case may be,~~ have transmitted to the City notice of such Transfer and the transferee becomes a Party to this Agreement. Any obligations and liabilities of Developers ~~or Mall Developer, as the case may be,~~ under this Agreement not expressly assumed in writing by a transferee shall remain the responsibility of Developers ~~or Mall Developer~~ following assignment.

~~ee.d.~~ In the event that Developers ~~or Mall Developer~~ retain their obligations under this Agreement with respect to the portion of the Property transferred by Developers or ~~Mall Developer, or~~ can otherwise demonstrate bonds and/or other financial security will satisfy these obligations, the transferee in such a transaction (a "Non-Assuming Transferee") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from all rights provided by this Agreement for the duration of the Term. Nothing in this section shall exempt any Property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable Project Conditions of Approval and Project Mitigation Monitoring and Reporting Program.

~~ff.~~ Notwithstanding any provision of this Agreement to the contrary, the City's consent for transfer of a parcel within District A (Regional Mall) shall not apply once 800,000 gross leasable square feet of the Regional Mall (comprising at least three (3) Anchor Stores) have been constructed and opened to the public for business.

~~gg.~~ Notwithstanding the foregoing provisions of this Section 6, foreclosure under a deed of trust, deed in lieu of foreclosure, or sale following foreclosure or deed in lieu of foreclosure, with respect to financing affecting District A (Regional Mall) is permitted without the consent of the City; provided, however, that unless the holder of any mortgage, deed of trust or other security arrangement, or any successor thereto following foreclosure or deed in lieu of foreclosure obtains the consent of the City pursuant to Section 6(b) of this Agreement within ninety (90) days of their acquisition of District A (Regional Mall), or such portions thereof, such holder of any mortgage, deed of trust or other security arrangement or any successor thereto following foreclosure or deed in lieu of foreclosure shall be a Non-Assuming Transferee, and the Mall Developer shall retain its obligations under this Agreement with respect to District A (Regional Mall), or such portions thereof, unless the Mall Developer can otherwise demonstrate bonds and/or other financial security will satisfy these obligations. Nothing in this paragraph



~~shall exempt any Property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable Project Conditions of Approval and Project Mitigation Monitoring and Reporting Program.~~

7. Term of Agreement. The term of this Agreement (“Term”) shall commence upon the ~~Effective~~Execution Date and shall continue in full force and effect for ten (10) years thereafter unless extended or earlier terminated as provided herein. The Term ~~shall~~may be ~~automatically~~ extended an additional ten (~~10~~10) years beyond the initial ten-year term ~~on the condition that the Openingby agreement of the Regional Mall occurs within ten (10) years of the Effective Date~~Parties. The term of vesting of all Project Approvals shall be the same as the Term, as defined in this ~~paragraph~~Section 7.

8. Binding Effect of Agreement. The obligations and burdens of this Agreement bind and the benefits of the Agreement inure to transferees, assignees and the successors in interest to the Parties hereto.

9. Relationship of Parties.

a. It is understood that the contractual relationship between the City, ~~and Developers and Mall Developer~~ is such that Developers ~~and Mall Developer~~ are independent contractors and not agents of the City, and nothing herein shall be construed to the contrary.

b. City, ~~and Developers and Mall Developer~~ agree that nothing contained herein or in any document executed in connection herewith shall be construed as making Developers ~~and/or Mall Developer~~ joint venturers or partners with the City.

c. This Agreement is made and entered into for the sole protection and benefit of the ~~parties~~Parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

10. City’s Approval Proceedings for the Project.

~~f.a.~~ a. Upon its incorporation July 1, 2000, the City adopted the General Plan of the County of Sacramento as the City of Elk Grove General Plan.

~~f.b.~~ b. On April 5, 2001, the Planning Commission recommended approval of the Project Approvals, as modified.

~~f.c.~~ c. On June 27, ~~2001~~2001, the City Council certified the final EIR for the Project. (**Resolution No. 2000-42**)

~~f.d.~~ d. On June 27, 2001, the City Council approved the Project Approvals, made findings, and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program. (**Resolution No. 2001-43**)



h.e. On June 28, 2001, the Planning Commission conducted a duly noticed public hearing on this Agreement, and voted to recommend that the City Council approve this Agreement.

i.f. On August 1, 2001, the City Council conducted a duly noticed public hearing at which time the City Council continued the hearing to August 15, 2001.

j.g. On August 15, 2001 the City Council conducted a duly noticed continued public hearing at which time it introduced an ordinance approving this Agreement; ~~and.~~

k.h. On September 5, 2001, the City Council conducted a second duly noticed public hearing on this Agreement, and voted to approve this Agreement by adoption of Ordinance No. 13-2001.

i. On September 18, 2014, the Planning Commission conducted a duly noticed public hearing and adopted Resolution No. 2014-20 recommending that the City Council, inter alia, adopt amendments to the SPA to modify and/or clarify certain development standards and permit requirements and procedures and to find EGTC in default of the 2001 Development Agreement.

j. On October 8, 2014, the City Council conducted a duly noticed public hearing and adopted Resolution 2014-237, finding EGTC in default of the 2001 Development Agreement, and introduced an ordinance amending the SPA. By Ordinance 29-2014, the City Council adopted a separate Development Agreement by and between the City and EGTC with respect to District A.

k. On October 22, 2014, the City Council adopted Ordinance No. 28-2014, amendment the SPA.

11. Project Approvals. Developers have applied for and obtained various land use approvals and entitlements related to the development of the Project, as described below. For purposes of this Agreement, the term “Project Approvals” shall mean all of the approvals described in this Section ~~11~~, and all Conditions of Approval set forth in Exhibit “D.”

h.b. General Plan Amendments. On June 27, 2001 the City Council, by Resolution No. 2001-43, approved amendments to the City General Plan (“General Plan Amendments”).

m.c. Zoning Code Text Amendment to Establish the SPA. On June 27, 2001 the City Council, by Ordinance No. 10-2001, approved a text amendment to the Zoning Ordinance (“Zone Text Amendment”) to establish the Lent Ranch Marketplace Special Planning Area (“SPA”), as amended by the City Council on October 22, 2014 pursuant to Ordinance No. 28-2014.



~~n. — Zone Change to Conform with the SPA Zoning Map Amendment.~~ On June 27, 2001 the City Council, by Ordinance No. 10-2001, approved amendments to the Zoning Map (“Zone Change”) to ~~conform apply the SPA~~ to the SPA subject property.

~~o.e. — Tentative Tract Subdivision Map.~~ On June 27, 2001 the City Council, by Resolution No. 2001-43, approved a Tentative ~~Tract Subdivision~~ Map for the creation of 11 parcels (“Tentative ~~Tract Subdivision~~ Map”).

~~p. — Development Agreement.~~ On September 5, 2001 the City Council, by Ordinance No. 13-2001, approved ~~this the 2001 Development Agreement, as extended on April 13, 2011 by the City Council, and as amended and restated on _____, 2015 by the City Council pursuant to Ordinance No. 15-_____.~~

12. Subsequent Approvals.

~~q.a. —~~ In order to develop the Property as contemplated by the Project Approvals, Developers ~~or Mall Developer~~ may seek additional entitlements, development permits, and use and/or construction approvals (hereinafter “Entitlement(s)”) other than the Project Approvals. At such time as any requested additional Entitlement is approved by the City, such additional Entitlement shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be treated as part of the “Project Approvals” under this Agreement.

~~r.b. —~~ Nothing in this Agreement shall in any way restrict or limit the City’s discretion to deny or approve Developers’ ~~or Mall Developer’s~~ request(s) for additional Entitlements, development permits, and use and/or construction approvals, nor shall anything in this Agreement be construed or relied upon as the City’s intention or obligation (implied, express or otherwise) to approve any requested additional entitlements, development permits, or use and/or construction approvals. In addition, nothing in this Agreement shall be construed or relied upon by Developers ~~or Mall Developer~~ to in any way excuse or waive an obligation to strictly comply with all applicable laws, ordinances and conditions of approval.

13. Development Timing and Restrictions. ~~Development of the Project shall be in accordance with the following:~~

~~s. — Developers may, with approval of the City Council, construct approved commercial uses in Districts F and G of the SPA, prior to or concurrent with construction of the Regional Mall. No other non-residential development shall occur outside of District A (Regional Mall) of the SPA, 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), until permits have been issued for the Regional Mall, as follows:~~

~~(i) — Grading permits for commercial development projects outside District A (Regional Mall) shall not be issued until rough grading for the Regional Mall has been completed.~~



~~(ii) — Building permits for commercial development projects outside District A (Regional Mall) shall not be issued until the completion of foundations for at least one (1) of the Anchor Stores.~~

~~t. — Residential development on the Property may occur at any time, regardless of the progress of the Regional Mall, provided that sufficient infrastructure is available to serve the residential development.~~

u. The Parties agree that it is extremely difficult for the Parties to presently predict when or at what rate portions of the Project would be developed on the Property. Such decisions depend upon numerous factors which may not be within the control of Developers ~~and/or Mall Developer~~, such as market orientation and demand, interest rates, competition and other similar factors. ~~It is the intent of City and Developers (including Mall Developer for the purposes of this Section 13(c)) to hereby acknowledge and provide for the right of Developers to~~ may develop the Project at such rate and times, and in such sequence, as Developers ~~deems~~ deem appropriate within the exercise of their prudent business judgment, and regardless of any development moratoria or restrictions on development, timing of development, allocation of building permits or other restrictions that may be imposed by the City during the term of this Agreement. Therefore, no rules, ordinances, regulations or policies applicable to development of the Project and adopted subsequent to the Effective Date which regulate or restrict timing of development, sequencing of development, rate of development and/or building permit issuance, ~~or sequence of construction limitations~~ shall apply to the Project. Notwithstanding the above, a change or amendment to the Vested Elements may be applied to the Property if it is determined by the City and evidenced through findings adopted by the City Council that the change or amendment is reasonably required in order to prevent a condition dangerous to the public health and safety.

14. Conditions to this Agreement. The following conditions to this Agreement shall apply to the Project as specified herein:

~~v.a.~~ a. The development of the Project shall be in accordance with and governed by the Project Approvals and this Agreement, as well as the Agreement for Indemnification Between the City of Elk Grove and M&H Realty Partners III L.P. and the Agreement for Advance of Funds Between the City of Elk Grove and M&H Realty Partners III L.P.

~~w.b.~~ b. Development of the Project shall be subject to all of the Conditions of Approval attached hereto as Exhibit "D."

~~x. — Within eighteen (18) months following commencement of construction of the Grant Line Road/SR 99 Interchange, Mall Developer shall make good faith efforts in a commercially reasonable manner to submit to the City for consideration and approval a complete application, as determined by the City, for a District Development Plan for the Regional Mall portion of the Project as required in Section 5.1.2 of the SPA and the City's general application submittal requirements in effect at the time of submittal.~~



~~y. Prior to City approval of the first District Development Plan for the Project, Developers shall submit to the City for consideration and approval a Detailed Finance Implementation Plan as required by the Conditions of Approval attached to this Agreement as Exhibit "D." Determination of the completeness and adequacy of such submittal shall be made by the City in the City's sole discretion. Such a Detailed Finance Implementation Plan shall include provision for Developers to be reimbursed from fees paid by other property owners or entities for costs advanced by Developers in excess of Developers' fair share of the cost of public infrastructure to the Project. However, in no event and under no circumstances shall the City be responsible or obligated in any way to reimburse the Developers, any other property owners or other entities for the cost of such public infrastructure from any source other than from fees collected from other, benefiting property owners or entities or money or funds received from any state or federal entities for the public infrastructure. If requested to do so, City shall use best efforts to facilitate the formation of a Community Facilities District (Mello-Roos) or other financing or assessment district on all or a portion of the Property to assist in financing public infrastructure.~~

~~z. Within twenty four (24) months following approval by the City of the District Development Plan for the Regional Mall, Mall Developer shall make good faith efforts in a commercially reasonable manner to provide the City with (i) copies of grant deeds, (ii) copies of board of directors' resolutions announcing their companies' opening of at least three Anchor Stores, (iii) evidence of commencement of construction of at least three Anchor Stores, or (iv) any combination of the documents or evidence referenced in subsections (i), (ii) or (iii).~~

~~aa. The City will convey the existing West Stockton Boulevard and Kammerer Road rights of way within the Project Site boundary to Developers at no cost in exchange for Developers' grant of new rights of way for West Stockton Boulevard and Kammerer Road.~~

~~bb. Prior to improvement plan approval or building permit issuance, whichever occurs first, Developers shall pay to City a fee in the amount of \$1,700 per acre or portion of an acre developed. This fee includes \$750 per acre for Swainson's Hawk mitigation and \$950 per acre for loss of agricultural land, open space, greenbelts and other habitat. Developers shall pay any subsequently approved increase in this fee, or an adjustment based on the Engineering News Record Index, whichever is less. Subsequent increases or adjustments to fees shall not apply to fees previously paid by Developers for all or a portion of the Property.~~

~~Funds so collected shall be expended to purchase conservation easements or similar instruments or for the acquisition of land (within the City of Elk Grove or its proposed sphere of influence, as requested in October 2000) as usable open space, greenbelts, valuable habitat and/or agricultural land preservation.~~

~~c. This fee shall satisfy the obligation of the Project to contribute toward the preservation or acquisition of open space, greenbelts, habitat and/or agricultural land. The 2001 Development Agreement contemplated mitigation for agricultural, open space and habitat impacts; the obligations related to those mitigation measures has been satisfied and the Project~~



shall not be subject to any future-adopted City-wide mitigation fee or other program for the preservation of open space, greenbelts, animal and plant species or habitat and/or agricultural land, or such fees or programs that serve a similar or related purpose or objective.

~~cc. — In addition to the requirement of Project Conditions of Approval PS I, Mall Developer's management and security shall meet with the Sheriff's Department and the Elk Grove Police Department prior to opening to the public to coordinate efforts in addressing anticipated law enforcement problems.~~

~~dd.d. The City agrees that the Project shall develop at least 180, but no more than 280, units of multi-family housing. Some of this multi-family housing shall be affordable. The precise percentage of the multi-family housing that will be required to be affordable shall be specified in the District Development Plan for District H.~~

~~ee.c. Developers (including for the purposes of this section, Mall Developer)~~ shall endeavor in good faith to hire, or endeavor in good faith to cause to be hired, from the Standard Metropolitan Statistical Area in which the Project is located, qualified labor and companies in the construction of the Project. This requirement shall be monitored annually as a part of the annual review of this Agreement, pursuant to ~~paragraph Section~~ 18 herein and Government Code section 65865.1

15. Vested Right to Develop.

~~ff.a. Developers and Mall Developer~~ shall have a vested right to develop the Project as set forth in the Vested Elements, defined as the following:

- (i) The Project Approvals;
- (ii) The General Plan on the Effective Date, ~~including except that he~~ Vested Elements shall include the amendments adopted as part of the Project Approvals; and
- (iii) The Zoning Code on the Effective Date, ~~including except that the~~ Vested Elements shall include the amendments adopted as part of the Project Approvals and the SPA; and
- (iv) The Development Impact Fees identified on Exhibit "E," if and when those fees are adopted by the City and consistently applied to land uses and/or property similarly situated to the Project, in the amounts in effect on their effective dates when adopted by the City, plus any subsequently approved increase in such fees applied consistently to land uses similarly situated to the Project, or any adjustment based on the Engineering News Record Index, whichever is less. Only those Development Impact Fees identified on Exhibit "E" are applicable to the Project.

~~gg.b. City hereby agrees to be bound by the Vested Elements, subject to Developers' and Mall Developer's~~ compliance with the terms and conditions of this Agreement



and the Conditions of Approval applicable to each Party. The failure of one Party to comply shall not impair the right of any other Party to develop the Project in accordance with the Vested Elements.

~~hh.c.~~ To the extent any future rules, ordinances, regulations or policies applicable to development of the Project are inconsistent with the Vested Elements, including the permitted uses, density and intensity of use, rate, timing or sequencing of construction, maximum building height and size, or provisions for reservation and dedication of land, the Vested Elements shall prevail, unless the ~~parties mutually agree to alter or amend the Vested Elements, including this Agreement.~~ City and any individual Party to this Agreement mutually agree to alter or amend any of the Vested Elements, including this Agreement, as to that individual Party's property only. The City agrees that any individual Developer, in its sole discretion, may permanently amend the Vested Elements by applying some or all of the rules and regulations set forth in the General Plan in effect as of the Execution Date, ("Amended General Plan") the Zoning Code in effect as of the Execution Date, ("Amended Zoning Code") or the SPA, as amended by City Council Ordinance 28-2014, ("Amended SPA") by providing 30 days' notice in writing to the Planning Director. Use of a specific provision of the Amended General Plan, Amended Zoning Code, or Amended SPA shall not be deemed to have amended the Vested Elements to that regulation in its entirety, only as to that provision, unless an individual Developer, in its sole discretion, opts to update the Vested Elements as to the entirety of the Amended General Plan, Amended Zoning Code or Amended SPA. Amendment of the Vested Elements as contemplated by the foregoing shall not constitute an amendment to this Agreement. An individual Developer's agreement to alter or amend any of the Vested Elements shall not be binding on the other Developer parties without their express written consent. To the extent any future rules, ordinances, regulations or policies applicable to development of the Project do not impair, abridge or qualify the Vested Elements, including permitted uses, density and intensity of use, rate, timing or sequencing of construction, maximum building height and size, or provisions for reservation or dedication of land, such rules, ordinances, regulations or policies shall be applicable. Notwithstanding the above, a change or amendment to the Vested Elements may be applied to the Property if it is determined by the City and evidenced through findings adopted by the City Council that the change or amendment is reasonably required in order to prevent a condition dangerous to the public health and safety. In the event of an inconsistency between the provisions of the SPA and the Zoning Code ~~as defined in the Effective Date Project Approvals,~~ the provisions of the SPA shall prevail.

16. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City, and Developers and Mall Developer and their representative and (Developers' ~~and Mall Developer's~~) successors and assigns. Notice shall be effective on the date it is delivered in person, or the date when the postal authorities indicate the mailing was delivered to the address of the receiving Party indicated below:

Notice to City:

City of Elk Grove
8400 Laguna Palms Way Elk Grove, CA 95759



Attention: City Manager

With copy to:

~~Kroniek, Moskovitz, Tiedemann & Girard 400
Capitol Mall, 27th Floor Sacramento, CA 95814
Attention: Anthony B. Manzanetti, Esq. Fax: (916)
321-4555~~

Notice to Developers:

~~M&H Realty Partners III, L.P.
353 Sacramento Street, 21st Floor San Francisco, CA
94111 Attention: Lent Ranch Marketplace Fax:
(415) 693-0480~~

~~Robert H. and Lisa Lent
10550 W. Stockton Boulevard Elk Grove, CA 95758
Phone (916) 685-6766
Fax: (916) 685-7431~~

~~Marilyn J. Wackman
10350 W. Stockton Boulevard Elk Grove, CA 95758
Phone: (916) 685-3230~~

~~Susan L. Rasmussen
5300 Golden Gate Avenue Oakland, CA 94618
Phone: (510) 653-7607~~

With copies to:

~~Brobeck, Phleger & Harrison, LLP
550 South Hope Street
Los Angeles, CA 90071
Attention: Linda J. Bozung, Esq.
Fax: (213) 239-1320~~

~~Law Offices of George E. Phillips
2306 Garfield Avenue
Carmichael, CA 95608
Attention: George E. Phillips, Esq.
Fax: (916) 979-4801~~

~~McDonough, Holland & Allen
555 Capitol Mall, 9th Floor Sacramento, CA 95814
Attention: Patricia D. Elliott, Esq.
Phone (916) 444-3900
Fax (916) 444-5918~~

~~Downey, Brand Seymour & Rohwer, LLP SSS~~



~~Capitol Mall, 10th Floor
Sacramento, CA 95814
Attn: Stephen Stwora-Hail, Esq.
Phone: (916) 441-0131
Fax: (916) 441-4021~~

~~Notice to Mall Developer: Elk Grove Town Center, L.P.
110 North Wacker Drive Chicago, IL 60606
Fax: (818) 673-1092~~

~~With copy to: Trainor Robertson
701 University Avenue, Suite 200 Sacramento, CA
95825
Attention: David L. Robertson, Esq.
Fax: (916) 929-7111~~

Notice to City: City of Elk Grove
8400 Laguna Palms Way
Elk Grove, CA 95759
Attention: City Manager

With copy to: Kronick, Moskovitz, Tiedemann & Girard
400 Capitol Mall, 27th Floor
Sacramento, CA 95814
Attention: Jonathan Hobbs
Fax: (916) 321-4555

Notice to Developers: M&H Realty Partners III, L.P.
425 California Street, 10th Floor
San Francisco, CA 94104
Attention: Lent Ranch Marketplace
Fax: (415) 693-0480

Robert H. Lent
10551 West Stockton Boulevard
Elk Grove, CA 95757
Telephone: (916) 798-0802
Fax: (916) 684-2059



Feletto Development, LLC
1020 45th Street
Sacramento, CA 95819
Attention: Martin Feletto
Fax: (916) 765-1234

With copies to: Glaser Weil
10250 Constellation Blvd., Suite 1900
Los Angeles, CA 90067
Attention: Daniel Jordan, Esq.
Telephone: (310) 553-3000

17. Hold Harmless. Developers shall defend, indemnify and hold harmless the City and its agents, officers, consultants, independent contractors and employees (“Elk Grove’s Agents”) from any and all damage, liability or loss, or any claim of damage, liability or loss, including without limitation attorneys’ fees or costs, connected with or arising out of any alternative dispute resolution process, action or proceeding (collectively “Action”) against the City or Elk Grove’s Agents to attack, challenge, question, clarify, set aside, void, enjoin, obtain declaratory relief regarding or annul this Agreement, or any part thereof, or any decision, determination, or action made or taken under this Agreement, or any part thereof, or related to approving the Project or any part thereof, or any related approvals or Project conditions imposed by the City or Elk Grove’s Agents concerning the Project, or to impose personal liability against the City or Elk Grove’s Agents, resulting from their involvement in the Project (except where caused by the active negligence, sole negligence, or willful misconduct of the City or Elk Grove’s Agents), including any claim for private attorney general fees claimed by or awarded to any Party against the City or Elk Grove’s Agents. In the event of any such Action, the City and Developers shall confer and cooperate with each other in response to such Action, including the use of outside consultants and/or legal counsel, however, this agreement to “confer and cooperate” shall in no way be construed to limit the City’s independence in its response to such Action, including without limitation, the retention and/or use of outside consultants and/or legal counsel, nor shall it obligate the City to in any way compromise or alter its attorney-client relationships or confidences with legal counsel or outside consultants. The choice of any outside legal counsel used shall be acceptable to both Developers and City. To the extent that City uses any of its resources responding to such action, Developers shall reimburse City in accordance with the Indemnification Agreement and/or the Agreement for Advance of Funds for the use of such resources within thirty days of demand for payment thereof by City. Such resources include, but are not limited to, staff time, court costs, and City Attorney’s or other City legal counsel’s, Agent’s or consultant’s time at a rate equal to its total costs, or any other direct or indirect costs associated with responding to the Action. If Developers do not reimburse all costs within sixty days of receipt of written demand for payment, interest shall accrue on the unpaid amount at a rate of ~~10~~10% per annum, and shall serve to immediately terminate this Agreement.

With respect to any Action challenging the validity of this Agreement or any environmental, financial or other documentation related to approval of this Agreement,



Developers further agree to defend, indemnify, hold harmless, pay all damages, expenses, costs and fees, if any incurred to either the City or plaintiff(s) filing such an action should a court award plaintiff(s) damages, costs and fees, and to provide a defense for the City in any such action. Any refusal by Developers to defend the City in such an Action shall serve to immediately terminate this Agreement; provided, however, each of the Developers shall be given reasonable written notice of and an opportunity to cure any such refusal by any other Developer.

18. Periodic Review of Compliance with Agreement. As required by Government Code §65865.1, City and Developers (~~including, for the purposes of this section, Mall Developer~~) shall annually review this Agreement and all actions taken pursuant to the terms of this Agreement. Such annual review shall be undertaken in accordance with the procedure set forth in Sections 112-160 and 112-163 of the Zoning Code as of the Effective Date.

19. Modification or Termination in the Event of Default. Subject to the notice and opportunity to cure provisions set forth in Section 22, if the City determines that due to an Event of Default, modification or termination of this Agreement with respect to the defaulting Developer(s) (~~including, for the purposes of this section, Mall Developer~~), is appropriate, the City shall provide notice to all Developers and hold a public hearing in accordance with the procedure set forth in Section 112-167 of the Zoning Code as of the Effective Date. The modification or termination of this Agreement as to a defaulting Developer(s) shall not affect the rights and obligations of other non-defaulting Developers or validity of the Project Approvals, or terminate this Agreement as to such other Developers.

20. Enforcement. Unless modified or terminated as provided in Section 19, this Agreement is enforceable by any Party to it.

21. Events of Default. A Developer (~~including, for the purposes of this section, Mall Developer~~), is in default under this Agreement upon the happening of one or more of the following events or conditions:

~~ii.a.~~ ii.a. If a warranty, representation or statement made or furnished by that Developer in connection with periodic review pursuant to Section 18 is intentionally false or proves to have been intentionally false in any material respect when it was made; or

~~jj.b.~~ jj.b. A finding and determination by the City made following a periodic review under the procedure provided for in Section 18 that upon the basis of substantial evidence the Developer in question has not complied in good faith with one or more terms or conditions of this Agreement.

~~kk.c.~~ kk.c. An Event of Default on the part of a Party identified as “Developers” ~~or “Mall Developer”~~ under section 2(g) ~~or (n)~~ of this Agreement shall be limited in effect to the defaulting Party’s interest in the Property or the Project, and shall not impair the benefits or privileges of any other Party identified as “Developers” ~~or “Mall Developer”~~ under this Agreement.



22. Procedure ~~upon~~ Upon Default.

~~ff.a.~~ ff.a. Upon the City's finding of an Event of Default on the part of any Developer (~~including, for the purposes of this section, Mall Developer~~), City shall provide all Developers with a written Notice of Default. The Notice of Default shall specify in detail the nature of the failure(s) in performance which the City claims constitutes the Event of Default, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

~~mm.b.~~ mm.b. The Developer(s) alleged to be in default shall have thirty (30) days following written Notice of Default from the City to cure the Event of Default, where such Event of Default is of a nature that can be cured within the thirty (30) day period. If such Event of Default is not of a nature which can be cured within the thirty (30) day period, the Developer(s) must within the thirty (30) day period commence efforts to cure the Event of Default, and thereafter must within a reasonable time prosecute to completion with diligence and continuity the curing of the Event of Default. In the event that the Developer(s) fails to commence efforts within thirty (30) days, the City may give notice of its intent to modify or terminate the Agreement with respect to the defaulting Developer(s) as set forth in Section 19 of this Agreement.

~~nn.c.~~ nn.c. City shall meet and confer with any or all Developers as necessary or desirable throughout the cure period.

~~oo.d.~~ oo.d. City does not waive any claim of defect in performance by Developers if on periodic review the City does not propose to modify or terminate the Agreement.

~~pp.e.~~ pp.e. Non-performance of any obligation when required hereunder shall not be excused because of failure of an employee, agent or subcontractor of a Party hereto.

~~qq.f.~~ qq.f. An express repudiation, refusal or renunciation of the Agreement, if the same is in writing and signed by Developers, shall be sufficient to terminate the Agreement and a hearing on the matter shall not be required.

~~rr.g.~~ rr.g. Adoption of a law, regulation or other governmental activity making performance by Developers ~~or Mall Developer~~ unprofitable or more difficult does not excuse the performance of any obligation by Developers ~~or Mall Developer~~.

~~ss.h.~~ ss.h. Non-performance shall be excused when it is delayed unavoidably and beyond the reasonable control of ~~either any~~ Party by strikes, lock-outs, Acts of God, inclement weather, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, changes in local, state or federal laws or regulations, enemy action, civil disturbances, fire, unavoidable casualties, litigation brought by a non-Party to this Agreement, or any other cause beyond the reasonable control of either Party which substantially interferes with such performance.



23. Damages Upon Termination. ~~In no event shall the Parties be entitled to any damages upon termination of this Agreement.~~

Developers acknowledge 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, modifications, or deletions to which Developers are opposed. Developers further acknowledge that as an instrument which must be approved by ordinance, this 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 Developers waive 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 Developers, and that therefore, Developers hereby waive 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 Developers' or the City's rights to equitable remedies as permitted by law, such as specific performance, injunctive and/or declaratory relief, provided that Developers waive any claims to monetary damages in conjunction with any such requested relief.

24. Attorneys' Fees, Expenses and Costs. ~~If legal action~~In the event of litigation by any Party is brought because of breach of one party against another under this Agreement, or to enforce any provision of this Agreement, herein the prevailing Party is party shall be entitled to recovery of its reasonable and actual attorneys' fees, expert and other expenses and court litigation costs (as may be fixed by the Court) from the non-prevailing party, which recovery shall not cumulatively exceed One Hundred and all other associated expenses Seventy Five Thousand Dollars (\$175,000.00) per lawsuit, including without limitation reasonable staff any counterclaims, cross-claims, related lawsuit and consultant/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.

25. Rules of Construction and Miscellaneous Terms.

~~tt.a.~~ a. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

~~uu.b.~~ b. If a part of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of the Agreement is not affected. Following a meeting between the Parties, the provisions of this Agreement shall, upon agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with the court order.



vv.c. The person or persons executing this Agreement on behalf of the Parties warrant and represent that they have the authority to execute this Agreement and represent that they have the authority to bind the Parties to the performance of their obligations hereunder.

ww.d. The time limits set forth in this Agreement may be extended by mutual consent of the Parties in accordance with the procedures for adoption of an agreement.

xx.e. This Agreement, together with its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

yy.f. Each Party to this Agreement hereby represents that he/she/it was represented by an attorney in the negotiation of this Agreement and has entered into this Agreement after consultation with their own attorney, or the Party has deliberately failed to consult with counsel knowing they had the right to so consult with counsel and voluntarily chose to give up that right, thus, should this Agreement require interpretation, none of the Parties shall be deemed the drafter of any provision.

26. Amendments to Development Agreement Legislation. No amendment to the Development Agreement Legislation or any other legislation or regulation following the Effective Date which would prevent or preclude compliance with one or more provisions of this Agreement shall apply to this Agreement unless such amendment or addition is specifically required by the change in law, or is mandated by a court of competent jurisdiction. In the event of the application of such a change in law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement and the Vested Elements. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation.

27. Estoppel Certificates. Either Party may, at any time during the Term of this Agreement, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, or if amended, the Party shall describe the amendments, and (c) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, the Party shall describe the nature and amount of any such defaults. The Party receiving a request hereunder shall make best efforts to execute and return such certificate within thirty (30) days following the receipt thereof. Either the City Manager or the Planning Director of the City shall have the right to execute any certificate requested by any Party hereunder. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

28. Copies of Vested Elements. Prior to the Effective Date, the Parties shall prepare ~~three (3)~~ two (2) sets of the Vested Elements, one ~~(+1)~~ set for City, and one ~~(+1)~~ set for



Developers, ~~and one (1) set for Mall Developer~~ so that if it becomes necessary in the future to refer to any of the Vested Elements, there will be a common set available to all Parties.

29. Termination of Development Agreement with Respect to Individual Residential Parcels Upon Sale to the Public. Upon issuance of a certificate of occupancy for a building constructed on any residential parcel, and the final subdivision and individual sale of such residential parcel to the purchaser thereof, such parcel shall be released from and no longer be subject to the provisions of this ~~Development~~ Agreement without the execution or recordation of any further document or instrument.

30. Authorized Agents. Each person executing this Agreement warrants to all other Parties hereto that he/she is fully authorized to execute this Agreement in the capacity indicated by his/her signature.

31. Memorandum of Agreement. Contemporaneously herewith, the Parties shall execute a notarized Memorandum of Development Agreement in the form attached hereto as Exhibit "B," identifying the Property, which Memorandum shall be recorded with the Sacramento County Recorder.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written.

SIGNATURES BEGIN ON NEXT PAGE



CITY:

CITY OF ELK GROVE

By: _____
Michael Leary, _____, Mayor

Attest:

By: _____
____ City Clerk

Approved as to Form:

KRONICK, MOSKOVITZ,
TIEDEMANN & GIRARD,
Aa Professional Corp,

By: _____
Anthony B. Manzanetti Jonathan P. Hobbs, City Attorney

DEVELOPERS:

M& & H Realty Partners REALTY PARTNERS AFFILIATED FUND III LP, L.P.,
a California limited partnership

By:- MHRP AFFILIATED III L.P.,
_____ a California limited partnership,
its General Partner



By: ~~Merlone/Hagenbuch, Inc.~~

By: MERLONE/HAGENBUCH INC.,
a California corporation, its General Partner

~~By: _____~~
~~Its: _____~~

~~By: _____~~
~~Its: _____~~

~~Elk Grove Town Center, L.P.~~
~~a Delaware limited partnership~~

~~By: Elk Grove Town Center, L.L.C.~~
~~a Delaware limited liability company~~

~~By: _____~~
~~Its: Authorized Officer~~

~~Marilyn J. Wackman Revocable Trust~~
~~Under Declaration of Trust established~~
~~October 6, 1994~~

~~By: _____~~
~~Marilyn J. Wackman, Trustee~~

~~Brian Wayne Lent Trust~~

~~By: _____~~

By: _____
Peter J. Merlone, President



SIGNATURES CONTINUE ON NEXT PAGE

ROBERT H. LENT AS TRUSTEE OF THE ROBERT H. LENT TRUST DATED MARCH 13, 2009

Robert H. Lent, ~~General~~ as Trustee of the

Susan D. Rasmussen

Robert H. Lent Trust dated March 13, 2009

Lisa Lent FELETTO DEVELOPMENT, LLC

By: _____
Martin Feletto, Member



EXHIBIT "A" - LEGAL DESCRIPTION

Parcel No. 1:

~~Parcels A and B as said Parcels are shown and so designated on that certain Parcel Map "Por. of the NW 1/4 & NE 1/4 of Section 18, T.6N., R.6E., M.D.M." as such Parcel Map is filed in the Office of the Recorder of Sacramento County in Book 150 of Parcel Maps at Page 7".~~

Parcel No. 2:

~~Parcel No. 2 as said Parcel is shown and so designated on that certain Parcel Map "NE 1/4 Section 13, and A Por. of SE 1/4 Section 12, T.6N., R.5E., M.D.M.", as such Parcel Map is filed in the office of the Recorder of Sacramento County in Book 146 of Parcel Maps at Page 22".~~

Parcel No. 3:

~~Beginning at the Southwest corner of Section 7 of Township 6 North, Range 6 East, M.D.B. & M., and running thence along the Section line common to Sections 7 and 12 of Township 6 North, Range 5, East, North 0° 31' West 31.10 chains to its intersection with the Westerly line of the Upper Stockton road so called; thence along the Westerly line of the Upper Stockton Road, South 37° 44' East 39.05 chains to its intersection with the Section line common to Sections 7 & 18 in Township 6 North, Range 6 East, thence along said Section line South 89° 32' West 13.62 chains to the point of beginning and containing 36.73 acres and being a fractional part of Section 7, Township 6 North, Range 6 East, and being the same land that is shown and delineated on that certain map made by J.C. Boyd, County Surveyor, entitled "Plat of Tract of Land owned by Sacramento Bank", etc., and filed in the office of the county Recorder of Sacramento County on the 22nd day of December, 1902, the said land as hereinabove described being particularly designated thereon as Tract 3, containing 36.73 acres more or less.~~

~~EXCEPTING, HOWEVER, that portion of all that part of said parcel lying Northeasterly from a line~~

~~Real property in the City of Elk Grove, County of Sacramento, State of California, described as follows:~~

~~BEGINNING at a point from which an existing State Highway right of way monument distant 52.00 feet, Southwesterly, measured at right angles from Engineer's Station "B" 79 + 00.00 as per sheet 12 of 17, Road X-Sac 4-B, approved August 29, 1933, filed September 30, 1953, in State Highway Map Book No. 3 at page 95, Records of Sacramento County, bears South 46° 30' 44" East 338.39 feet, said point also being distant 142 feet Southwesterly measured at right angles from Engineer's Station "B3"~~

~~LOTS B THROUGH F, AND LOT H, AS SHOWN ON THE CERTAIN MAP ENTITLED "SUBDIVISION NO. 00-038.00 LENT RANCH MARKETPLACE" WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON DECEMBER 14, 2007 IN BOOK 372 OF MAPS, PAGE 27.~~



EXCEPTING THEREFROM THAT PORTION DEED TO SACRAMENTO MUNICIPAL UTILITY DISTRICT, A MUNICIPAL UTILITY DISTRICT BY GRANT DEED RECORDED MAY 19, 2008 IN BOOK 20080519 AT PAGE 320, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF ELK GROVE BY FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 30, 2008 IN BOOK 20081230 AT PAGE 0520, OFFICIAL RECORDS.

APNs: 134-1010-002-0000; 134-1010-003-0000; 134-1010-004-0000; 134-1010-005-0000; 134-1010-008-0000; 134-1010-013-0000

PARCELS 1, 2, AND 4 THROUGH 9, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 08-009 FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON NOVEMBER 21, 2008, IN BOOK 210 OF PARCEL MAPS AT PAGE 20.

APNs: 134-1030-001-0000; 134-1030-002-0000; 134-1030-004-0000; 134-1030-005-0000; 134-1030-006-0000; 134-1030-007-0000; 134-1030-008-0000; 134-1030-009-0000

LOT K AS SHOWN ON THE CERTAIN MAP ENTITLED "SUBDIVISION NO. 00-038.00 LENT RANCH MARKETPLACE" WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON DECEMBER 14, 2007 IN BOOK 372 OF MAPS, PAGE 27.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF ELK GROVE BY FINAL ORDER OF CONDEMNATION RECORDED APRIL 07, 2009 IN BOOK 20090407 AT PAGE 0769, OFFICIAL RECORDS.

APN: 134-1010-011-0000

[legal description continues on next page]

LOTS I AND J, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SUBDIVISION NO. 00-038.00 LENT RANCH MARKETPLACE", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA ON DECEMBER 14, 2007, IN BOOK 372 OF MAPS PAGE(S) 27.

EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED MARCH 21, 2008 AS BOOK 20080321, PAGE 1060, OF OFFICIAL RECORDS.

APN: 134-1010-009-0000 (Affect Lot I) and 134-1010-010-0000 (Affects Lot J)



[end of legal description]



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, September 9, 2015 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:

LENT RANCH MARKETPLACE DEVELOPMENT AGREEMENT AMENDMENT (EG-15-019) – DEVELOPMENT AGREEMENT AMENDMENT:

The proposed Project consists of certain amendments to the 2001 Development Agreement between the City of Elk Grove and M&H Realty Partners Affiliated Fund III, et. al., for the Lent Ranch Marketplace Project. The requested amendments accomplish the following key items:

- A comprehensive restating of the terms of the Development Agreement, acknowledging that Elk Grove Town Center, LP is no longer a party to the Agreement.
- Recognition of certain property owner title changes occurring since 2001.
- Removal of the limitation of development outside of the Regional Mall district until construction of the Anchor Stores has begun.
- Extending the term of the Development Agreement for ten years from the date of execution of the Amended and Restated Development Agreement (i.e., ten years from 2015).
- Modifies the vested rights provisions to allow the Applicant or other applicable parties to, at their discretion, utilize either the 2001 development regulations or the more up-to-date (2014) development regulations, including the General Plan and Zoning Code (including the Lent Ranch Special Planning Area, hereinafter the Lent Ranch SPA).

The Planning Commission reviewed this item on August 20, 2015 and voted 4-0-1 (1 recused) to recommend approval to the City Council.

PROPERTY OWNER:
M&H Realty Partners
Affiliated Fund III, LP
Peter J. Merlone
(Representative)
425 California Street, 10th
Floor
San Francisco, CA 94104

APPLICANT:
M&H Realty Partners Affiliated
Fund III, LP
Peter J. Merlone
(Representative)
425 California Street, 10th
Floor
San Francisco, CA 94104

AGENT:
Glaser Weil
Elisa Paster
(Representative)
10250 Constellation
Boulevard, 19th Floor
Los Angeles, CA
90067

Robert H. Lent
10551 West Stockton Boulevard
Elk Grove, CA 95757

Feletto Development, LLC
Martin Feletto (Representative)
PO Box 19928
Sacramento, CA 95814

LOCATION/APN: Lent Ranch Special Planning Area, Promenade Parkway and
Lent Ranch Parkway along both sides of Kammerer Road near
State Route 99 / APNs 134-1030-001, 002, 004 through 009;
134-1010-002 through 005, 008, 009, 010, 011, and 013.

ZONING: Lent Ranch Special Planning Area (LRSPA)

ENVIRONMENTAL: Exempt from the California Environmental Quality Act (CEQA)
pursuant to Title 14 of the California Code of Regulations Section
15162 (Subsequent Environmental Impact Reports and Negative
Declarations)

PROJECT PLANNER: Christopher Jordan, AICP (916) 478-2222

Information regarding this item should be referred to Christopher Jordan (916) 478-3671; or to the Office of Development Services – Planning, 8401 Laguna Palms Way, Elk Grove, California, 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, 1st Floor, Elk Grove, CA, 95758, at or prior to the close of the public hearing.

Dated / Published: August 28, 2015

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.

LENT RANCH 15-019

APN	ADDRESS	CITY	STATE	ZIP
	10551 WEST STOCKTON BLVD	ELK GROVE	CA	95757
	10250 Constellation Blvd. 19th Fl	LOS ANGELES	CA	90067
	PO Box 19928	SACRAMENTO	CA	95814
13405330050000	901 MAIN ST STE 4700	DALLAS	TX	75202
13404300520000	10068 EMERALD GROVE DR	ELK GROVE	CA	95624
13405340090000	8932 CASTLE PARK DR	ELK GROVE	CA	95624
13406801030000	8984 BELLE HARBOR CT	ELK GROVE	CA	95624
13405400050000	8934 LAKE ELSINORE CT	ELK GROVE	CA	95624
13402200630000	10686 W STOCKTON BL	ELK GROVE	CA	95757
13406800950000	10165 GATEMONT CR	ELK GROVE	CA	95624
13405340460000	10159 BEAR VALLEY CT	ELK GROVE	CA	95624
13405330210000	8969 JOHN MUIR CT	ELK GROVE	CA	95624
13404300580000	8940 LAKE GROVE CT	ELK GROVE	CA	95624
13405400210000	8935 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13406200050000	8221 ALPINE AV	SACRAMENTO	CA	95826
13405320080000	8967 CASTLE PARK DR	ELK GROVE	CA	95624
13406900120000	10136 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13405400120000	10180 CARMEL VALLEY WY	ELK GROVE	CA	95624
13405200130000	2121 CAMPTON CR	GOLD RIVER	CA	95670
13406801090000	10195 GATEMONT CR	ELK GROVE	CA	95624
13406000510000	9611 LITTLE HARBOR CT	ELK GROVE	CA	95624
13405330130000	8966 ADOBE VALLEY CT	ELK GROVE	CA	95624
13404200710000	10073 EMERALD GROVE DR	ELK GROVE	CA	95624
13405400020000	8946 LAKE ELSINORE CT	ELK GROVE	CA	95624
13406800100000	8984 E VALLEY DR	ELK GROVE	CA	95624
13405340310000	8905 MINERAL KING CT	ELK GROVE	CA	95624
13406900170000	10160 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13405340440000	10166 CARMEL VALLEY WY	ELK GROVE	CA	95624
13405400170000	9445 DUNKERRIN WY	ELK GROVE	CA	95758
13405340070000	8924 CASTLE PARK DR	ELK GROVE	CA	95624
13405100380000	PO BOX 959	EL DORADO	CA	95623
13406900050000	10108 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13405330300000	8929 LAKE ELSINORE CT	ELK GROVE	CA	95624
13406800190000	9028 E VALLEY DR	ELK GROVE	CA	95624
13405400280000	8922 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13405340190000	8945 PACHECO PASS WY	ELK GROVE	CA	95624
13405400160000	8911 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13406800930000	665 BONLEY CT	FOLSOM	CA	95630
13405320060000	8959 CASTLE PARK DR	ELK GROVE	CA	95624
13406800980000	8979 BELLE HARBOR CT	ELK GROVE	CA	95624
13406800430000	10168 GATEMONT CR	ELK GROVE	CA	95624
13406800680000	10190 ARCHLEY CT	ELK GROVE	CA	95624
13406800520000	10204 GATEMONT CR	ELK GROVE	CA	95624
13405340410000	10148 CARMEL VALLEY WY	ELK GROVE	CA	95624

13405340080000	8928 CASTLE PARK DR	ELK GROVE	CA	95624
13406800390000	10152 GATEMONT CR	ELK GROVE	CA	95624
13405340110000	9159 BRADSHAW RD	ELK GROVE	CA	95624
13404300530000	10072 EMERALD GROVE DR	ELK GROVE	CA	95624
13405330120000	8969 ADOBE VALLEY CT	ELK GROVE	CA	95624
13404200260000	10083 SHADY VIEW CT	ELK GROVE	CA	95624
13406801150000	8948 E VALLEY DR	ELK GROVE	CA	95624
13405330150000	8958 ADOBE VALLEY CT	ELK GROVE	CA	95624
13406900090000	10124 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13405340250000	8929 MINERAL KING CT	ELK GROVE	CA	95624
13406200020000	9104 ELKMONT WY	ELK GROVE	CA	95624
13405340500000	10158 BEAR VALLEY CT	ELK GROVE	CA	95624
13410800050000	PO BOX 255749	SACRAMENTO	CA	95865
13405340340000	337 SANTA BARBARA AV	DALY CITY	CA	94014
13406800500000	10196 GATEMONT CR	ELK GROVE	CA	95624
13406800310000	24439 TALLYRAND DR	DIAMOND BAR	CA	91765
13405400200000	8931 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13406800420000	10164 GATEMONT CR	ELK GROVE	CA	95624
13405100230000	9494 RHONE VALLEY WY	ELK GROVE	CA	95624
13202900210000	3620 SAND RIDGE RD	PLACERVILLE	CA	95667
13406800850000	9534 TIMBER RIVER WY	ELK GROVE	CA	95624
13405100350000	1300 NATIONAL DR STE 100	SACRAMENTO	CA	95834
13406200360000	9084 ELKMONT DR	ELK GROVE	CA	95624
13405330180000	8957 JOHN MUIR CT	ELK GROVE	CA	95624
13405340470000	10155 BEAR VALLEY CT	ELK GROVE	CA	95624
13406800240000	9048 E VALLEY DR	ELK GROVE	CA	95624
13406800290000	9692 GLACIER CREEK WY	ELK GROVE	CA	95624
13406801130000	8812 ELK GROVE BL	ELK GROVE	CA	95624
13200610080000	4040 BRADSHAW RD	SACRAMENTO	CA	95827
13404300510000	241 WREN DR	GALT	CA	95632
13405400250000	8934 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13406801100000	10213 GATEMONT CR	ELK GROVE	CA	95624
13406800610000	16 PETERSON PL	WALNUT CREEK	CA	94595
13406700010000	9857 HORN RD	SACRAMENTO	CA	95827
13405330240000	8958 JOHN MUIR CT	ELK GROVE	CA	95624
13405400290000	8918 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13406200330000	10860 BEITZEL RD	ELK GROVE	CA	95624
13405310080000	8929 CASTLE PARK DR	ELK GROVE	CA	95624
13405400270000	8926 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13406800670000	8995 E VALLEY DR	ELK GROVE	CA	95624
13405340010000	8900 CASTLE PARK DR	ELK GROVE	CA	95624
13405310040000	8913 CASTLE PARK DR	ELK GROVE	CA	95624
13405340390000	8930 MINERAL KING CT	ELK GROVE	CA	95624
13406800890000	8950 CYPRESS WATERS BL	COPPELL	TX	75019
13405340210000	10135 ELK WOOD CT	ELK GROVE	CA	95624
13406800820000	9031 E VALLEY DR	ELK GROVE	CA	95624
13405100270000	9083 CLYDESDALE CT	ELK GROVE	CA	95624

13405200260000	10430 SADDLE CREEK DR	SACRAMENTO	CA	95829
13405340120000	8944 CASTLE PARK DR	ELK GROVE	CA	95624
13405400010000	8950 LAKE ELSINORE CT	ELK GROVE	CA	95624
13405400220000	8939 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13405330230000	8962 JOHN MUIR CT	ELK GROVE	CA	95624
13404200290000	10090 SHADY VIEW CT	ELK GROVE	CA	95624
13405330160000	8954 ADOBE VALLEY CT	ELK GROVE	CA	95624
13405330220000	8966 JOHN MUIR CT	ELK GROVE	CA	95624
13405330320000	8937 LAKE ELSINORE CT	ELK GROVE	CA	95624
13406800490000	10192 GATEMONT CR	ELK GROVE	CA	95624
13405310050000	8917 CASTLE PARK DR	ELK GROVE	CA	95624
13406900160000	43950 MCKENZIE HWY	WALTERVILLE	OR	97489
13406800880000	10137 GATEMONT CR	ELK GROVE	CA	95624
13406800370000	10144 GATEMONT CR	ELK GROVE	CA	95624
13402200490000	8820 ELK GROVE BL 1	ELK GROVE	CA	95624
13405200270000	PO BOX 30	ELK GROVE	CA	95759
13410100010000	PO BOX 131298	CARLSBAD	CA	92013
13406000140000	1200 CONCORD AV 200	CONCORD	CA	94520
13406800810000	1550 ARNELL PL	MANTECA	CA	95337
13406800270000	336 VINE ST	VACAVILLE	CA	95688
13406801050000	10179 GATEMONT CR	ELK GROVE	CA	95624
13406800870000	10133 GATEMONT CR	ELK GROVE	CA	95624
13406900200000	10172 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13405330060000	8952 CASTLE PARK DR	ELK GROVE	CA	95624
13406800990000	8983 BELLE HARBOR CT	ELK GROVE	CA	95624
13404300550000	8937 LAKE GROVE CT	ELK GROVE	CA	95624
13406800800000	9023 E VALLEY DR	ELK GROVE	CA	95624
13410100090000	1020 45TH ST	SACRAMENTO	CA	95819
13406800550000	10216 GATEMONT CR	ELK GROVE	CA	95624
13405330030000	8964 CASTLE PARK DR	ELK GROVE	CA	95624
13406700280000	9257 ELK GROVE BL	ELK GROVE	CA	95624
13406801110000	10217 GATEMONT CR	ELK GROVE	CA	95624
13405340350000	8908 MINERAL KING CT	ELK GROVE	CA	95624
13406800570000	6709 PONTA DO SOL WY	ELK GROVE	CA	95757
13405340220000	10131 ELK WOOD CT	ELK GROVE	CA	95624
13405400040000	8938 LAKE ELSINORE CT	ELK GROVE	CA	95624
13405340240000	10134 ELK WOOD CT	ELK GROVE	CA	95624
13405340140000	PO BOX 254	GRIZZLY FLATS	CA	95636
13406800250000	9471 QUEEN OAK CT	ELK GROVE	CA	95624
13406800380000	10148 GATEMONT CR	ELK GROVE	CA	95624
13410500020000	10551 E STOCKTON BL	ELK GROVE	CA	95624
13405340180000	8949 PACHECO PASS WY	ELK GROVE	CA	95624
13405320020000	8943 CASTLE PARK DR	ELK GROVE	CA	95624
13406800480000	10188 GATEMONT CR	ELK GROVE	CA	95624
13404300600000	8932 LAKE GROVE CT	ELK GROVE	CA	95624
13406800630000	2617 CUSTER DR	SAN JOSE	CA	95124
13405400150000	10192 CARMEL VALLEY WY	ELK GROVE	CA	95624

13405400060000	8930 LAKE ELSINORE CT	ELK GROVE	CA	95624
13202900410000	8499 KAMMERER RD	ELK GROVE	CA	95757
13406900130000	10140 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13406200390000	10291 E STOCKTON BL	ELK GROVE	CA	95624
13406200210000	10385 E STOCKTON BL	ELK GROVE	CA	95624
13405400330000	10197 CARMEL VALLEY WY	ELK GROVE	CA	95624
13405340100000	8936 CASTLE PARK DR	ELK GROVE	CA	95624
13406800330000	10128 GATEMONT CR	ELK GROVE	CA	95624
13404300560000	8933 LAKE GROVE CT	ELK GROVE	CA	95624
13405340160000	10122 GLACIER POINT WY	ELK GROVE	CA	95624
13405340550000	7133 ECHO RIDGE DR	SAN JOSE	CA	95120
13406801190000	9032 E VALLEY DR	ELK GROVE	CA	95624
13405330070000	21001 N TTM BL 1630 630	PHOENIX	AZ	85050
13405200250000	8655 BRAHMA WY	ELK GROVE	CA	95624
13406800110000	8988 E VALLEY DR	ELK GROVE	CA	95624
13406800120000	8992 E VALLEY DR	ELK GROVE	CA	95624
13405340040000	8912 CASTLE PARK DR	ELK GROVE	CA	95624
13405100110000	5665 POWER INN RD	SACRAMENTO	CA	95824
13203200100000	PO BOX 660	PAGOSA SPRINGS	CO	81147
13406800260000	7959 ORCHARDS WOODS CR	SACRAMENTO	CA	95828
13405400260000	8930 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13404300690000	10103 ELK GROVE FLORIN RD	ELK GROVE	CA	95624
13405200280000	9221 SURVEY RD	ELK GROVE	CA	95624
13405400080000	10161 CARMEL VALLEY WY	ELK GROVE	CA	95624
13405310020000	8905 CASTLE PARK DR	ELK GROVE	CA	95624
13405340170000	8953 PACHECO PASS WY	ELK GROVE	CA	95624
13406800400000	30821 STEEPLECHASE DR	SAN JUAN CAPIS	CA	92675
13405100330000	5665 POWER INN RD 140	SACRAMENTO	CA	95824
13405400300000	8914 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13404200740000	10091 EMERALD GROVE DR	ELK GROVE	CA	95624
13410300030000	1 KAISER PZ 15L	OAKLAND	CA	94612
13404300590000	9936 MEADOW OAK CR	ELK GROVE	CA	95624
13405340130000	8545 GARLAND CREST CT	ELK GROVE	CA	95624
13406801160000	8956 E VALLEY DR	ELK GROVE	CA	95624
13405330140000	8962 ADOBE VALLEY CT	ELK GROVE	CA	95624
13406700240000	PO BOX 3016	SAN CARLOS	CA	94070
13405100100000	8591 ELK GROVE BL	ELK GROVE	CA	95624
13406800560000	10220 GATEMONT CR	ELK GROVE	CA	95624
13405340510000	10162 BEAR VALLEY CT	ELK GROVE	CA	95624
13406800060000	8968 E VALLEY DR	ELK GROVE	CA	95624
13406801040000	8980 BELLE HARBOR CT	ELK GROVE	CA	95624
13406801010000	8991 BELLE HARBOR CT	ELK GROVE	CA	95624
13406800730000	10170 ARCHLEY CT	ELK GROVE	CA	95624
13404200690000	PO BOX 337	ELK GROVE	CA	95759
13405330090000	8957 ADOBE VALLEY CT	ELK GROVE	CA	95624
13405400240000	8942 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13404300540000	8941 LAKE GROVE CT	ELK GROVE	CA	95624

13405310090000	9069 DELEON CT	ELK GROVE	CA	95624
13406000580000	2772 PECK RD	MONROVIA	CA	91016
13406000570000	4414 N AZUSA CANYON RD	IRWINDALE	CA	91706
13405400190000	8925 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13405330310000	8933 LAKE ELSINORE CT	ELK GROVE	CA	95624
13405340360000	8912 MINERAL KING CT	ELK GROVE	CA	95624
13406800140000	9002 E VALLEY DR	ELK GROVE	CA	95624
13406900110000	10132 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13404300710000	8920 LAKE GROVE CT	ELK GROVE	CA	95624
13405330290000	8940 PACHECO PASS WY	ELK GROVE	CA	95624
13405330330000	8941 LAKE ELSINORE CT	ELK GROVE	CA	95624
13405330340000	8945 LAKE ELSINORE CT	ELK GROVE	CA	95624
13405340060000	8920 CASTLE PARK DR	ELK GROVE	CA	95624
13405340200000	8941 PACHECO PASS WY	ELK GROVE	CA	95624
13405340320000	8901 MINERAL KING CT	ELK GROVE	CA	95624
13405310030000	8909 CASTLE PARK DR	ELK GROVE	CA	95624
13406000430000	PO BOX 475	GRIZZLY FLATS	CA	95636
13404200700000	10069 EMERALD GROVE DR	ELK GROVE	CA	95624
13406800220000	9040 E VALLEY DR	ELK GROVE	CA	95624
13405100090000	12652 APRICOT LN	WILTON	CA	95693
13410300090000	425 CALIFORNIA ST 11 FL	SAN FRANCISCO	CA	94104
13406800580000	PO BOX 392	ELK GROVE	CA	95759
13406300300000	2500 AUBURN BL	SACRAMENTO	CA	95821
13406900070000	10116 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13404300720000	8924 LAKE GROVE CT	ELK GROVE	CA	95624
13405200060000	9269 SURVEY RD	ELK GROVE	CA	95624
13405340370000	8916 MINERAL KING CT	ELK GROVE	CA	95624
13406800170000	9014 E VALLEY DR	ELK GROVE	CA	95624
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13405330020000	8968 CASTLE PARK DR	ELK GROVE	CA	95624
13406800350000	10136 GATEMONT CR	ELK GROVE	CA	95624
13405310010000	8901 CASTLE PARK DR	ELK GROVE	CA	95624
13405340330000	8900 MINERAL KING CT	ELK GROVE	CA	95624
13405330170000	8950 ADOBE VALLEY CT	ELK GROVE	CA	95624
13406200320000	9068 ELKMONT DR	ELK GROVE	CA	95624
13405400320000	10193 CARMEL VALLEY WY	ELK GROVE	CA	95624
13406900060000	10112 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13405320030000	8947 CASTLE PARK DR	ELK GROVE	CA	95624
13405330200000	8965 JOHN MUIR CT	ELK GROVE	CA	95624
13405330350000	8949 LAKE ELSINORE CT	ELK GROVE	CA	95624
13406800740000	120 AVALON DR	DALY CITY	CA	94015
13406200290000	4120 DOUGLAS BL 306	GRANITE BAY	CA	95746
13406900150000	10152 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13405400230000	8943 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13405330110000	8965 ADOBE VALLEY CT	ELK GROVE	CA	95624
13406900140000	9429 LOIRE VALLEY WAY	ELK GROVE	CA	95624
13405100300000	8353 DILLARD RD	WILTON	CA	95693

13406800780000	9015 E VALLEY DR	ELK GROVE	CA	95624
13406800830000	9057 E VALLEY DR	ELK GROVE	CA	95624
13406800410000	2833 POPPY HILLS LN	DUBLIN	CA	94568
13405340520000	10166 BEAR VALLEY CT	ELK GROVE	CA	95624
13406801120000	10221 GATEMONT CR	ELK GROVE	CA	95624
13406800150000	9006 E VALLEY DR	ELK GROVE	CA	95624
13406200280000	201 WEST ST 200	ANNAPOLIS	MD	21401
13406800360000	10140 GATEMONT CR	ELK GROVE	CA	95624
13404300660000	8919 LAKE GROVE CT	ELK GROVE	CA	95624
13405330250000	8954 PACHECO PASS WY	ELK GROVE	CA	95624
13405340290000	8913 MINERAL KING CT	ELK GROVE	CA	95624
13406800720000	5417 JILSON WY	ELK GROVE	CA	95757
13405200210000	7714 KOYAMA CT	SACRAMENTO	CA	95829
13405340540000	10174 BEAR VALLEY CT	ELK GROVE	CA	95624
13405310060000	8921 CASTLE PARK DR	ELK GROVE	CA	95624
13406800070000	8972 E VALLEY DR	ELK GROVE	CA	95624
13405320040000	8951 CASTLE PARK DR	ELK GROVE	CA	95624
13405330270000	8864 HIDDENSPRING WY	ELK GROVE	CA	95758
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13405400100000	10169 CARMEL VALLEY WY	ELK GROVE	CA	95624
13405330100000	8961 ADOBE VALLEY CT	ELK GROVE	CA	95624
13406900180000	10164 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13406800860000	10107 GATEMONT CR	ELK GROVE	CA	95624
13404300570000	3619 BAYPORT PL	ELK GROVE	CA	95758
13406800960000	8971 BELLE HARBOR CT	ELK GROVE	CA	95624
13405320070000	8963 CASTLE PARK DR	ELK GROVE	CA	95624
13404200250000	10079 SHADY VIEW CT	ELK GROVE	CA	95624
13405330360000	8953 LAKE ELSINORE CT	ELK GROVE	CA	95624
13405320010000	8939 CASTLE PARK DR	ELK GROVE	CA	95624
13403700180000	10063 ELK GROVE FLORIN RD	ELK GROVE	CA	95624
13406800080000	7A MATHAURS ST	MILTON	MA	2186
13405340530000	10170 BEAR VALLEY CT	ELK GROVE	CA	95624
13406800940000	PO BOX 53771	SAN JOSE	CA	95153
13406800300000	10116 GATEMONT CR	ELK GROVE	CA	95624
13406801080000	24 CLEMENTE CT	NOVATO	CA	94945
13406900210000	10176 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13405340150000	10118 GLACIER POINT WY	ELK GROVE	CA	95624
13406801170000	8960 E VALLEY DR	ELK GROVE	CA	95624
13404200720000	10085 EMERALD GROVE DR	ELK GROVE	CA	95624
13406900100000	10128 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13406801200000	9036 E VALLEY DR	ELK GROVE	CA	95624
13405340030000	8908 CASTLE PARK DR	ELK GROVE	CA	95624
13406200340000	1977 W HOLT AV	POMONA	CA	91768
13405340450000	10172 CARMEL VALLEY WY	ELK GROVE	CA	95624
13405320050000	8955 CASTLE PARK DR	ELK GROVE	CA	95624
13405400310000	8910 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13406200420000	10391 E STOCKTON BL	ELK GROVE	CA	95624

13406800660000	5407 PALM AV	SACRAMENTO	CA	95841
13410100110000	10551 W STOCKTON BL	ELK GROVE	CA	95757
13403700090000	10069 ELK GROVE FLORIN RD	ELK GROVE	CA	95624
13405340480000	10150 BEAR VALLEY CT	ELK GROVE	CA	95624
13406800230000	9044 E VALLEY DR	ELK GROVE	CA	95624
13404200270000	10087 SHADY VIEW CT	ELK GROVE	CA	95624
13405330260000	8952 PACHECO PASS WY	ELK GROVE	CA	95624
13406800690000	10186 ARCHLEY CT	ELK GROVE	CA	95624
13404300490000	8942 PARK TRAIL DR	ELK GROVE	CA	95624
13405100360000	PO BOX 717	RANCHO MURIETA	CA	95683
13406801020000	8988 BELLE HARBOR CT	ELK GROVE	CA	95624
13406800600000	10225 GATEMONT CR	ELK GROVE	CA	95624
13406800320000	10124 GATEMONT CR	ELK GROVE	CA	95624
13406800470000	9357 PORTO ROSA DR	ELK GROVE	CA	95624
13405400110000	10173 CARMEL VALLEY WY	ELK GROVE	CA	95624
13406200010000	827 7TH ST 301	SACRAMENTO	CA	95814
13402200500000	PO BOX 15830	SACRAMENTO	CA	95813
13406800760000	10177 ARCHLEY CT	ELK GROVE	CA	95624
13406800640000	8981 E VALLEY DR	ELK GROVE	CA	95624
13404200280000	10091 SHADY VIEW CT	ELK GROVE	CA	95624
13406800460000	224 EDGEWOOD DR	PACIFICA	CA	94044
13405330040000	8960 CASTLE PARK DR	ELK GROVE	CA	95624
13405400090000	10165 CARMEL VALLEY WY	ELK GROVE	CA	95624
13406800450000	10176 GATEMONT CR	ELK GROVE	CA	95624
13406800900000	111511 BADGER COLONY CT	WILTON	CA	95693
13406800710000	10178 ARCHLEY CT	ELK GROVE	CA	95624
13406000130000	10428 E STOCKTON BL	ELK GROVE	CA	95624
13406800910000	10149 GATEMONT CR	ELK GROVE	CA	95624
13406800840000	9061 E VALLEY DR	ELK GROVE	CA	95624
13405340050000	8608 ZIRCON CREST CT	ELK GROVE	CA	95624
13406800440000	10172 GATEMONT CR	ELK GROVE	CA	95624
13406200370000	9080 ELKMONT DR	ELK GROVE	CA	95624
13404300010000	18772 PALOMINO DR	RED BLUFF	CA	96080
13405200050000	9261 SURVEY RD	ELK GROVE	CA	95624
13405200140000	10160 ATLANTIS DR	ELK GROVE	CA	95624
13405340230000	10130 ELK WOOD CT	ELK GROVE	CA	95624
13405340400000	10144 CARMEL VALLEY WY	ELK GROVE	CA	95624
13404300500000	8938 PARK TRAIL DR	ELK GROVE	CA	95624
13406800700000	8531 SILVER CROWN CT	ELK GROVE	CA	95624
13405330080000	8953 ADOBE VALLEY CT	ELK GROVE	CA	95624
13406800510000	10200 GATEMONT CR	ELK GROVE	CA	95624
13404300640000	6098 SMITH AV	NEWARK	CA	94560
13203200060000	PO BOX 637	ELK GROVE	CA	95759
13406200270000	703 B ST	MARYSVILLE	CA	95901
13403700130000	10087 ELK GROVE FLORIN RD	ELK GROVE	CA	95624
13405310070000	8925 CASTLE PARK DR	ELK GROVE	CA	95624
13223900040000	401 WATT AV STE 4	SACRAMENTO	CA	95864

13406800650000	517 ALBERT WY	PETALUMA	CA	94954
13405200220000	7509 GREENHAVEN DR	SACRAMENTO	CA	95831
13404300610000	8928 LAKE GROVE CT	ELK GROVE	CA	95624
13406900080000	10120 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13405200330000	10421 GRANT LINE RD	ELK GROVE	CA	95624
13410800020000	PO BOX 2540	NAPA	CA	94558
13405330280000	8944 PACHECO PASS WY	ELK GROVE	CA	95624
13406800970000	8975 BELLE HARBOR CT	ELK GROVE	CA	95624
13406800340000	10132 GATEMONT CR	ELK GROVE	CA	95624
13405340490000	6205 N SUNRISE TER	COEUR D ALENE	ID	83815
13405400140000	10188 CARMEL VALLEY WY	ELK GROVE	CA	95624
13404300650000	8921 LAKE GROVE CT	ELK GROVE	CA	95624
13405400070000	10157 CARMEL VALLEY WY	ELK GROVE	CA	95624
13406800590000	10229 GATEMONT CR	ELK GROVE	CA	95624
13406801180000	8964 E VALLEY DR	ELK GROVE	CA	95624
13403700110000	10079 ELK GROVE FLORIN RD	ELK GROVE	CA	95624
13406800280000	10108 GATEMONT CR	ELK GROVE	CA	95624
13406800090000	8980 E VALLEY DR	ELK GROVE	CA	95624
13405340280000	8917 MINERAL KING CT	ELK GROVE	CA	95624
13405340270000	8921 MINERAL KING CT	ELK GROVE	CA	95624
13406900190000	10168 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13406800180000	2820 PASEO ROBLES AV	SAN MARTIN	CA	95046
13405400030000	8942 LAKE ELSINORE CT	ELK GROVE	CA	95624
13405340020000	8904 CASTLE PARK DR	ELK GROVE	CA	95624
13406801070000	10187 GATEMONT CR	ELK GROVE	CA	95624
13406800920000	10153 GATEMONT CR	ELK GROVE	CA	95624
13406800540000	10212 GATEMONT CR	ELK GROVE	CA	95624
13406800750000	10173 ARCHLEY CT	ELK GROVE	CA	95624
13405340300000	8909 MINERAL KING CT	ELK GROVE	CA	95624
13405340260000	8925 MINERAL KING CT	ELK GROVE	CA	95624
13405400180000	8919 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13403700100000	8930 PARK TRAIL DR	ELK GROVE	CA	95624
13406801000000	8987 BELLE HARBOR CT	ELK GROVE	CA	95624
13405340420000	10152 CARMEL VALLEY WY	ELK GROVE	CA	95624
13405340380000	8920 MINERAL KING CT	ELK GROVE	CA	95624
13406700150000	2240 DOUGLAS BL 200	ROSEVILLE	CA	95661
13405400130000	10184 CARMEL VALLEY WY	ELK GROVE	CA	95624
13406800130000	PO BOX 293357	SACRAMENTO	CA	95829
13405330190000	8961 JOHN MUIR CT	ELK GROVE	CA	95624
13406801060000	1550 MAGPIE LN	SUNNYVALE	CA	94087
13404200730000	9430 HOSPENTHAL WY	ELK GROVE	CA	95624
13403700140000	15134 DE LA CRUZ DR	RANCHO MURIETA	CA	95683
13405330010000	8972 CASTLE PARK DR	ELK GROVE	CA	95624
13406800530000	10052 OGLETHORPE WY	ELK GROVE	CA	95624
13405100210000	1481 RIVERPARK DR	SACRAMENTO	CA	95815
13404300510000	10064 EMERALD GROVE DR	ELK GROVE	CA	95624
13404200730000	10089 EMERALD GROVE DR	ELK GROVE	CA	95624

13403700140000	10099 ELK GROVE FLORIN RD	ELK GROVE	CA	95624
13406800850000	10103 GATEMONT CR	ELK GROVE	CA	95624
13406800290000	10112 GATEMONT CR	ELK GROVE	CA	95624
13405340140000	10114 GLACIER POINT WY	ELK GROVE	CA	95624
13406800310000	10120 GATEMONT CR	ELK GROVE	CA	95624
13406900140000	10144 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13406800900000	10145 GATEMONT CR	ELK GROVE	CA	95624
13405340490000	10154 BEAR VALLEY CT	ELK GROVE	CA	95624
13406800400000	10156 GATEMONT CR	ELK GROVE	CA	95624
13406900160000	10156 SHEFFIELD OAK WY	ELK GROVE	CA	95624
13406800930000	10157 GATEMONT CR	ELK GROVE	CA	95624
13406800410000	10160 GATEMONT CR	ELK GROVE	CA	95624
13406800940000	10161 GATEMONT CR	ELK GROVE	CA	95624
13406800740000	10169 ARCHLEY CT	ELK GROVE	CA	95624
13406800720000	10174 ARCHLEY CT	ELK GROVE	CA	95624
13202900410000	10176 W STOCKTON BL	ELK GROVE	CA	95757
13405340550000	10178 BEAR VALLEY CT	ELK GROVE	CA	95624
13406800460000	10180 GATEMONT CR	ELK GROVE	CA	95624
13406800700000	10182 ARCHLEY CT	ELK GROVE	CA	95624
13406801060000	10183 GATEMONT CR	ELK GROVE	CA	95624
13406800470000	10184 GATEMONT CR	ELK GROVE	CA	95624
13406801080000	10191 GATEMONT CR	ELK GROVE	CA	95624
13406800530000	10208 GATEMONT CR	ELK GROVE	CA	95624
13410100120000	10210 PROMENADE PKWY	ELK GROVE	CA	95757
13203200060000	10220 W STOCKTON BL	ELK GROVE	CA	95757
13406800570000	10224 GATEMONT CR	ELK GROVE	CA	95624
13406800580000	10228 GATEMONT CR	ELK GROVE	CA	95624
13406700010000	10261 E STOCKTON BL	ELK GROVE	CA	95624
13406700020000	10265 E STOCKTON BL	ELK GROVE	CA	95624
13406700020000	10269 E STOCKTON BL	ELK GROVE	CA	95624
13406700030000	10273 E STOCKTON BL	ELK GROVE	CA	95624
13406700030000	10277 E STOCKTON BL	ELK GROVE	CA	95624
13406700040000	10281 E STOCKTON BL	ELK GROVE	CA	95624
13406700030000	10285 E STOCKTON BL	ELK GROVE	CA	95624
13406200390000	10295 E STOCKTON BL	ELK GROVE	CA	95624
13406700240000	10299 E STOCKTON BL # 101	ELK GROVE	CA	95624
13406700240000	10299 E STOCKTON BL # 102	ELK GROVE	CA	95624
13410300030000	10305 PROMENADE PKWY	ELK GROVE	CA	95757
13410300040000	10315 PROMENADE PKWY	ELK GROVE	CA	95757
13410300050000	10325 PROMENADE PKWY	ELK GROVE	CA	95757
13410300060000	10335 PROMENADE PKWY	ELK GROVE	CA	95757
13410100030000	10350 W STOCKTON BL	ELK GROVE	CA	95757
13410300080000	10355 PROMENADE PKWY	ELK GROVE	CA	95757
13410100010000	10389 PROMENADE PKWY	ELK GROVE	CA	95757
13410100010000	10391 PROMENADE PKWY	ELK GROVE	CA	95757
13410100010000	10395 PROMENADE PKWY	ELK GROVE	CA	95757
13406000510000	10399 E STOCKTON BL	ELK GROVE	CA	95624

13410100010000	10399 PROMENADE PKWY	ELK GROVE	CA	95757
13410100010000	10405 PROMENADE PKWY	ELK GROVE	CA	95757
13410100050000	10410 PROMENADE PKWY	ELK GROVE	CA	95757
13410100010000	10415 PROMENADE PKWY	ELK GROVE	CA	95757
13410100010000	10421 PROMENADE PKWY	ELK GROVE	CA	95757
13410100010000	10435 PROMENADE PKWY	ELK GROVE	CA	95757
13410100010000	10445 PROMENADE PKWY	ELK GROVE	CA	95757
13406000320000	10460 GRANT LINE RD	ELK GROVE	CA	95624
13405100320000	10461 GRANT LINE RD	ELK GROVE	CA	95624
13405100320000	10461 GRANT LINE RD # 100	ELK GROVE	CA	95624
13405100320000	10461 GRANT LINE RD # 120	ELK GROVE	CA	95624
13405100320000	10461 GRANT LINE RD # 150	ELK GROVE	CA	95624
13405100330000	10463 GRANT LINE RD # 101	ELK GROVE	CA	95624
13405100330000	10463 GRANT LINE RD # 105	ELK GROVE	CA	95624
13405100330000	10463 GRANT LINE RD # 106	ELK GROVE	CA	95624
13405100330000	10463 GRANT LINE RD # 107	ELK GROVE	CA	95624
13405100330000	10463 GRANT LINE RD # 108	ELK GROVE	CA	95624
13405100330000	10463 GRANT LINE RD # 111	ELK GROVE	CA	95624
13405100330000	10463 GRANT LINE RD # 112	ELK GROVE	CA	95624
13406000340000	10465 E STOCKTON BL	ELK GROVE	CA	95624
13406000310000	10466 GRANT LINE RD	ELK GROVE	CA	95624
13405100350000	10471 GRANT LINE RD # 100	ELK GROVE	CA	95624
13405100350000	10471 GRANT LINE RD # 110	ELK GROVE	CA	95624
13405100350000	10471 GRANT LINE RD # 120	ELK GROVE	CA	95624
13405100350000	10471 GRANT LINE RD # 140	ELK GROVE	CA	95624
13405100350000	10471 GRANT LINE RD # 150	ELK GROVE	CA	95624
13405100350000	10471 GRANT LINE RD # 170	ELK GROVE	CA	95624
13406000160000	10473 E STOCKTON BL	ELK GROVE	CA	95624
13410100010000	10475 PROMENADE PKWY	ELK GROVE	CA	95757
13402200400000	10475 W STOCKTON BL	ELK GROVE	CA	95757
13406000580000	10481 E STOCKTON BL	ELK GROVE	CA	95624
13405100340000	10481 GRANT LINE RD	ELK GROVE	CA	95624
13405100340000	10481 GRANT LINE RD # 100	ELK GROVE	CA	95624
13405100340000	10481 GRANT LINE RD # 110	ELK GROVE	CA	95624
13405100340000	10481 GRANT LINE RD # 160	ELK GROVE	CA	95624
13405100340000	10481 GRANT LINE RD # 165	ELK GROVE	CA	95624
13405100340000	10481 GRANT LINE RD # 175	ELK GROVE	CA	95624
13405100340000	10481 GRANT LINE RD # 185	ELK GROVE	CA	95624
13410100010000	10485 PROMENADE PKWY	ELK GROVE	CA	95757
13406000290000	10490 E STOCKTON BL # 150	ELK GROVE	CA	95624
13406000290000	10490 E STOCKTON BL # 300	ELK GROVE	CA	95624
13406000290000	10490 E STOCKTON BL # 400	ELK GROVE	CA	95624
13406000290000	10490 E STOCKTON BL 400	ELK GROVE	CA	95624
13406000430000	10491 E STOCKTON BL	ELK GROVE	CA	95624
13410100010000	10495 PROMENADE PKWY	ELK GROVE	CA	95757
13406500070000	10500 E STOCKTON BL	ELK GROVE	CA	95624
13410100010000	10501 PROMENADE PKWY	ELK GROVE	CA	95757

13410100010000	10515 PROMENADE PKWY	ELK GROVE	CA	95757
13410100010000	10517 PROMENADE PKWY	ELK GROVE	CA	95757
13405100340000	10519 GRANT LINE RD # 100	ELK GROVE	CA	95624
13405100340000	10519 GRANT LINE RD # 105	ELK GROVE	CA	95624
13405100340000	10519 GRANT LINE RD # 110	ELK GROVE	CA	95624
13405100340000	10519 GRANT LINE RD # 115	ELK GROVE	CA	95624
13405100340000	10519 GRANT LINE RD # 120	ELK GROVE	CA	95624
13405100340000	10519 GRANT LINE RD # 125	ELK GROVE	CA	95624
13405100340000	10519 GRANT LINE RD # 155	ELK GROVE	CA	95624
13405100340000	10519 GRANT LINE RD # 160	ELK GROVE	CA	95624
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13405100340000	10519 GRANT LINE RD # 170	ELK GROVE	CA	95624
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13405100340000	10519 GRANT LINE RD # 180	ELK GROVE	CA	95624
13405100340000	10519 GRANT LINE RD # 190	ELK GROVE	CA	95624
13406500040000	10520 E STOCKTON BL	ELK GROVE	CA	95624
13405100230000	10535 E STOCKTON BL # A	ELK GROVE	CA	95624
13405100230000	10535 E STOCKTON BL # E	ELK GROVE	CA	95624
13405100230000	10535 E STOCKTON BL # F	ELK GROVE	CA	95624
13405100230000	10535 E STOCKTON BL # G	ELK GROVE	CA	95624
13405100230000	10535 E STOCKTON BL # H	ELK GROVE	CA	95624
13410100110000	10543 W STOCKTON BL	ELK GROVE	CA	95757
13410800040000	10547 E STOCKTON BL	ELK GROVE	CA	95624
13410100110000	10557 W STOCKTON BL	ELK GROVE	CA	95757
13410100110000	10561 W STOCKTON BL	ELK GROVE	CA	95757
13410500010000	10573 E STOCKTON BL	ELK GROVE	CA	95624
13410500010000	10573 E STOCKTON BL C	ELK GROVE	CA	95624
13402200500000	10577 E STOCKTON BL	ELK GROVE	CA	95624
13402200490000	10651 E STOCKTON BL	ELK GROVE	CA	95624
13202900210000	8668 POPPY RIDGE RD	ELK GROVE	CA	95757
13223900040000	8715 KYLER RD	ELK GROVE	CA	95757
13410100080000	8871 KYLER RD	ELK GROVE	CA	95757
13405340340000	8904 MINERAL KING CT	ELK GROVE	CA	95624
13405400170000	8915 MOUNTAIN HOME CT	ELK GROVE	CA	95624
13405340050000	8916 CASTLE PARK DR	ELK GROVE	CA	95624
13404300640000	8925 LAKE GROVE CT	ELK GROVE	CA	95624
13404300570000	8929 LAKE GROVE CT	ELK GROVE	CA	95624
13405310090000	8931 CASTLE PARK DR	ELK GROVE	CA	95624
13404300590000	8936 LAKE GROVE CT	ELK GROVE	CA	95624
13405340110000	8940 CASTLE PARK DR	ELK GROVE	CA	95624
13405340130000	8948 CASTLE PARK DR	ELK GROVE	CA	95624
13405330270000	8948 PACHECO PASS WY	ELK GROVE	CA	95624
13405330070000	8949 ADOBE VALLEY CT	ELK GROVE	CA	95624
13405330050000	8956 CASTLE PARK DR	ELK GROVE	CA	95624
13406800610000	8969 E VALLEY DR	ELK GROVE	CA	95624
13406800620000	8973 E VALLEY DR	ELK GROVE	CA	95624
13406800080000	8976 E VALLEY DR	ELK GROVE	CA	95624

13406800630000	8977 E VALLEY DR	ELK GROVE	CA	95624
13406800650000	8985 E VALLEY DR	ELK GROVE	CA	95624
13406800660000	8989 E VALLEY DR	ELK GROVE	CA	95624
13410100020000	8995 KAMMERER RD	ELK GROVE	CA	95757
13406800130000	8996 E VALLEY DR	ELK GROVE	CA	95624
13404300010000	9001 MEADOWDALE WY	ELK GROVE	CA	95624
13406800160000	9010 E VALLEY DR	ELK GROVE	CA	95624
13406800180000	9018 E VALLEY DR	ELK GROVE	CA	95624
13406800790000	9019 E VALLEY DR	ELK GROVE	CA	95624
13406800810000	9027 E VALLEY DR	ELK GROVE	CA	95624
13406200050000	9050 ELKMONT WY	ELK GROVE	CA	95624
13406800250000	9052 E VALLEY DR	ELK GROVE	CA	95624
13406800260000	9056 E VALLEY DR	ELK GROVE	CA	95624
13406800270000	9060 E VALLEY DR	ELK GROVE	CA	95624
13406200290000	9062 UNION PARK WY	ELK GROVE	CA	95624
13406200320000	9068 ELKMONT WY	ELK GROVE	CA	95624
13406200380000	9080 ELKMONT WY	ELK GROVE	CA	95624
13406200360000	9084 ELKMONT WY	ELK GROVE	CA	95624
13406200270000	9087 ELKMONT WY	ELK GROVE	CA	95624
13406200340000	9088 ELKMONT WY	ELK GROVE	CA	95624
13406300620000	9090 UNION PARK WY	ELK GROVE	CA	95624
13406300620000	9090 UNION PARK WY # 100	ELK GROVE	CA	95624
13406300620000	9090 UNION PARK WY # 102	ELK GROVE	CA	95624
13406300620000	9090 UNION PARK WY # 103	ELK GROVE	CA	95624
13406300620000	9090 UNION PARK WY # 104	ELK GROVE	CA	95624
13406300620000	9090 UNION PARK WY # 105	ELK GROVE	CA	95624
13406200330000	9100 ELKMONT WY	ELK GROVE	CA	95624
13406200280000	9119 ELKMONT WY	ELK GROVE	CA	95624
13406200280000	9120 ELKMONT WY	ELK GROVE	CA	95624
13406300240000	9124 ELKMONT WY	ELK GROVE	CA	95624
13406300300000	9131 ELKMONT WY	ELK GROVE	CA	95624
13405100270000	9176 SURVEY RD	ELK GROVE	CA	95624
13406000430000	9181 GRANT LINE RD	ELK GROVE	CA	95624
13406000430000	9181 GRANT LINE RD # A	ELK GROVE	CA	95624
13406000430000	9181 GRANT LINE RD # B	ELK GROVE	CA	95624
13406000430000	9181 GRANT LINE RD # C	ELK GROVE	CA	95624
13405100280000	9182 SURVEY RD	ELK GROVE	CA	95624
13405100360000	9183 SURVEY RD # 101	ELK GROVE	CA	95624
13405100360000	9183 SURVEY RD # 102	ELK GROVE	CA	95624
13405100360000	9183 SURVEY RD # 103	ELK GROVE	CA	95624
13405100360000	9183 SURVEY RD # 104	ELK GROVE	CA	95624
13405100360000	9183 SURVEY RD # 105	ELK GROVE	CA	95624
13405100360000	9183 SURVEY RD # 107	ELK GROVE	CA	95624
13405100360000	9183 SURVEY RD # 108	ELK GROVE	CA	95624
13405100100000	9195 SURVEY RD	ELK GROVE	CA	95624
13405200270000	9240 SURVEY RD	ELK GROVE	CA	95624
13405200140000	9248 SURVEY RD	ELK GROVE	CA	95624

13405200140000	9248 SURVEY RD # 1	ELK GROVE	CA	95624
13405200140000	9248 SURVEY RD # 3	ELK GROVE	CA	95624
13405200140000	9248 SURVEY RD # 4	ELK GROVE	CA	95624
13410800010000	9255 DISPOSAL LN	ELK GROVE	CA	95624
13405200260000	9255 SURVEY RD	ELK GROVE	CA	95624
13405200260000	9255 SURVEY RD # 1	ELK GROVE	CA	95624
13405200260000	9255 SURVEY RD # 10	ELK GROVE	CA	95624
13405200260000	9255 SURVEY RD # 13	ELK GROVE	CA	95624
13405200260000	9255 SURVEY RD # 14	ELK GROVE	CA	95624
13405200260000	9255 SURVEY RD # 2	ELK GROVE	CA	95624
13405200260000	9255 SURVEY RD # 3	ELK GROVE	CA	95624
13405200260000	9255 SURVEY RD # 9	ELK GROVE	CA	95624
13405200130000	9256 SURVEY RD	ELK GROVE	CA	95624
13405200250000	9262 SURVEY RD	ELK GROVE	CA	95624
13405200210000	9275 SURVEY RD	ELK GROVE	CA	95624
13200610080000	9950 ELK GROVE FLORIN RD	ELK GROVE	CA	95624
13200610080000	9950 ELK GROVE FLORIN RD B	ELK GROVE	CA	95624

Agency	Contact	Address	City	State	Zip
Cosumnes Fire Department	George Apple	10573 E. Stockton Blvd.	Elk Grove	CA	95624
Cosumnes Parks & Recreation	Paul Mewton	8820 Elk Grove Blvd. Ste. #3	Elk Grove	CA	95624
Elk Grove Unified School District	Kim Williams	9510 Elk Grove-Florin Road	Elk Grove	CA	95626
Elk Grove Water Services	Bruce Kamilos	9257 Elk Grove Blvd.	Elk Grove	CA	95624
Frontier	Sherry Caballero	9260 E. Stockton Blvd	Elk Grove	CA	95624
Pacific Bell Telephone Company	Astrid Willard	3675 T Street	Sacramento	CA	95816-6648
Pacific Gas & Electric	Donald Kennedy	343 Sacramento Street	Auburn	CA	95603
Sac. Co. Water Resources	Bob Gardner	827 Seventh Street Rm 301	Sacramento	CA	95814
Sacramento Area Sewer District	Amandeep Singh	10060 Goethe Road	Sacramento	CA	95827
SMUD	Erlene Applegate	6201 S Street	Sacramento	CA	95817
CA Dept. of Fish and Wildlife	Amy Kennedy	1701 Nimbus Rd., Ste. A	Rancho Cordova	CA	95670
CRWQCB	Liz Lee	11020 Sun Center Dr. #200	Rancho Cordova	CA	95670-6114
Caltrans District 3, Transportation	Eric Fredericks	2379 Gateway Oaks Dr, Ste 150	Sacramento	CA	95833

Requestor	Contact	Address	City	State	Zip
Adam Broadwell Joseph & Cardoza	Janet Laurain	601 Gateway Boulevard, Suite 1000	South San Francisco	CA	94080
Hock Construction Management, Inc	Les Hock	10630 Mather Blvd.	Sacramento	CA	95655
Northern California Carpenters	Katie Boyd	265 Hegenberger Rd., Suite 220	Oakland	CA	94621
SMUD	Rob Ferrera	6201 S Street, MS B203	Sacramento	CA	95817
Taylor & Wiley	Matt Keasling	2870 Gateway Oaks Dr., Ste 200	Sacramento	CA	95833
Ring Hunter Holland & Schenone	Justin J. Schnitzler	985 Moraga Road, Suite 210	Lafayette	CA	94549
MerloneGeier Partners	Gary S Muljat	3191 Zinfandel Drive, Suite 23	Rancho Cordova	CA	95670
	John Jaeger	9543 Roblin Court	Elk Grove	CA	95758
	J.P. Morgan	2217 Raindance Drive	Roseville	CA	95747

Lent Ranch Marketplace - 2000 ft Radius for Owners

