

ORDINANCE NO. 19-2015

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).

ORDINANCE: 19-2015
INTRODUCED: September 9, 2015
ADOPTED: September 23, 2015
EFFECTIVE: October 23, 2015



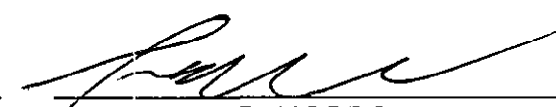
GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:



JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:



JONATHAN P. HOBBS,
CITY ATTORNEY

Date signed: September 24, 2015

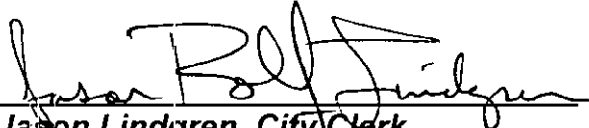
**CERTIFICATION
ELK GROVE CITY COUNCIL ORDINANCE NO. 19-2015**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)
CITY OF ELK GROVE) ss

I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing ordinance, published and posted in compliance with State law, was duly introduced on September 9, 2015 and approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on September 23, 2015 by the following vote:

AYES :	COUNCILMEMBERS:	Davis, Detrick, Ly, Suen
NOES:	COUNCILMEMBERS:	None
ABSTAIN/RECUSE:	COUNCILMEMBERS:	Hume
ABSENT:	COUNCILMEMBERS:	None

A summary of the ordinance was published pursuant to GC 36933(c) (1).



**Jason Lindgren, City Clerk
City of Elk Grove, California**



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**



TABLE OF CONTENTS

	<u>Page</u>
1. RECITALS INCORPORATED.	5
2. DEFINITIONS.....	5
3. EXHIBITS.	7
4. DESCRIPTION OF REAL PROPERTY.	7
5. INTEREST OF DEVELOPERS.....	7
6. TRANSFERS.....	7
7. TERM OF AGREEMENT.....	8
8. BINDING EFFECT OF AGREEMENT.	8
9. RELATIONSHIP OF PARTIES.....	8
10. CITY’S APPROVAL PROCEEDINGS FOR THE PROJECT.....	9
11. PROJECT APPROVALS.	10
12. SUBSEQUENT APPROVALS.	10
13. DEVELOPMENT TIMING AND RESTRICTIONS.....	11
14. CONDITIONS TO THIS AGREEMENT.	11
15. VESTED RIGHT TO DEVELOP.	12
16. NOTICES.....	13
17. HOLD HARMLESS.	14
18. PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT.	15
19. MODIFICATION OR TERMINATION IN THE EVENT OF DEFAULT.	15
20. ENFORCEMENT.....	15
21. EVENTS OF DEFAULT.....	15
22. PROCEDURE UPON DEFAULT.....	16
23. DAMAGES UPON TERMINATION.....	17
24. ATTORNEYS’ FEES, EXPENSES AND COSTS.	17
25. RULES OF CONSTRUCTION AND MISCELLANEOUS TERMS.....	17
26. AMENDMENTS TO DEVELOPMENT AGREEMENT LEGISLATION.....	18
27. ESTOPPEL CERTIFICATES.	18
28. COPIES OF VESTED ELEMENTS.	18
29. TERMINATION OF DEVELOPMENT AGREEMENT WITH RESPECT TO INDIVIDUAL RESIDENTIAL PARCELS UPON SALE TO THE PUBLIC.....	19
30. AUTHORIZED AGENTS.....	19
31. MEMORANDUM OF AGREEMENT.....	19
EXHIBIT “A” - LEGAL DESCRIPTION.....	20

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 23rd day of September 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 September 23, 2015 by the City Council pursuant to Ordinance No. 19-2015.

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

A handwritten signature in cursive script, appearing to read "Robert H. Lent Trustee", is written over a horizontal line.

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

FELETTO DEVELOPMENT, LLC

By: _____
Martin Feletto, Member



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

A handwritten signature consisting of a large, stylized letter 'M' followed by the initials 'DFK'.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)
On September 8, 2015 before me, Janet J. Kwan, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Peter J. Merlone
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Development Agreement Document Date: _____
Number of Pages: 62 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
 Signer Is Representing: _____ Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

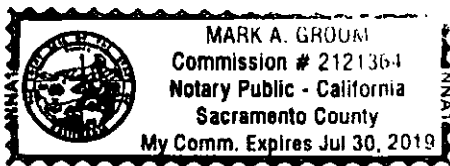
On September 9, 2015 before me, Mark A. Groom, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert H. Lent
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Barbara)

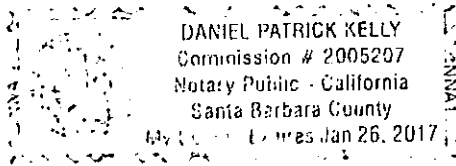
On September 8th 2017 before me, Daniel Patrick Kelly, notary public.
Date Here Insert Name and Title of the Officer

personally appeared Martin Felotto
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



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 September 23, 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 September 23, 2015, the City adopted Ordinance No. 19-2015, 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.



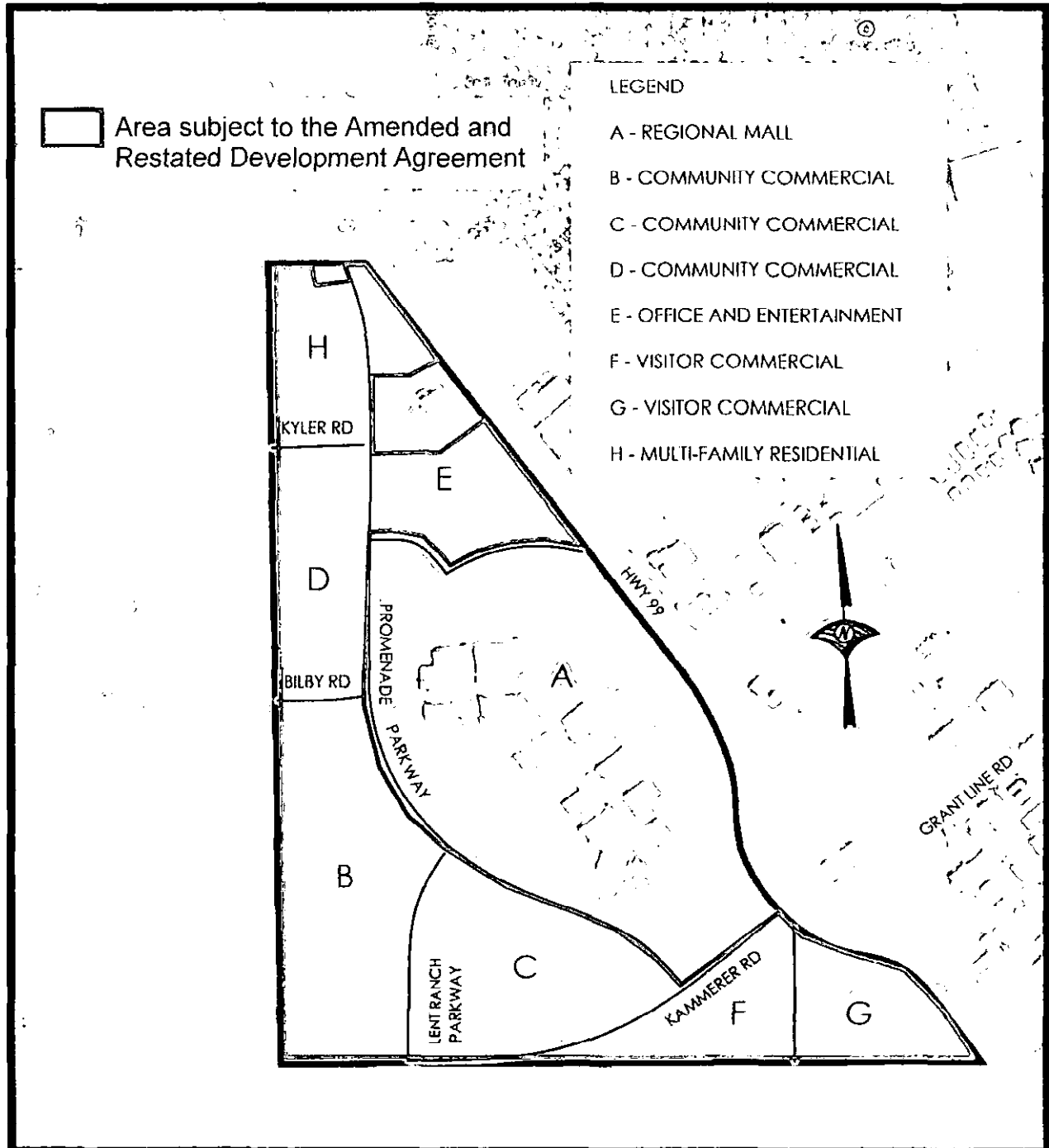
2. The parties have executed and recorded this Memorandum to give constructive notice of the Agreement. Additional terms are contained in the Agreement which is incorporated by reference in its entirety in this Memorandum. In the event of any inconsistency between this Memorandum and the Agreement, the 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; 	SPA	Complete/ Satisfied	Remove Condition
G5	<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> <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
	<p>contain a provision that allows reimbursement for payment of those funds beyond the proposed project's "Fair Share" for all of the above. This condition of approval implements Mitigation Measure # MM4.6.4-3(a) from the Lent Ranch Marketplace Final EIR</p>			
G6	<p>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</p>	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>			
	<p>a) Grading permits for commercial development projects outside District A shall not be issued until rough grading for the regional mall has been completed.</p> <p>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> <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. This condition of approval implements Mitigation Measure #MM4.6.2-2 from the Lent Ranch Marketplace Final EIR	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. This condition of approval implements Mitigation Measure #MM4.7-2(a) from the Lent Ranch Marketplace Final EIR	TSM	Complete/ Satisfied	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
TR1	<p>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</p>	TSM	Complete/ Satisfied	No Change
TR2	<p>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. This condition of approval implements Mitigation Measure #MM4.2-2 from the Lent Ranch Marketplace Final EIR</p>	TSM	Complete/ Satisfied	No Change
TR3	<p>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. . This condition of approval implements Mitigation Measure #MM4.2-3 from the Lent Ranch Marketplace Final EIR</p>	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
TR13	<p>Department of Transportation of the Public Works Agency as defined in the Infrastructure Financing and Implementation Plan for the Lent Ranch SPA</p> <p>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</p>	TSM	Complete/ Satisfied	No Change
TR14	<p>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</p>	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>This condition of approval implements Mitigation Measure #MM4.2-5 from the Lent Ranch Marketplace Final EIR</p>	TSM	Complete/ Satisfied	No Change
TR16	<p>The Grant Line Road/E. Stockton Boulevard intersection shall be relocated 900 feet to the east to coincide with the existing Grant Line Road/Survey Road intersection. Signalize and provide the following lane configuration at the intersection:</p>	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. 			
TR 17	<p>This condition of approval implements Mitigation Measure #MM4.2-6 from the Lent Ranch Marketplace Final EIR</p> <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>This condition of approval implements Mitigation Measure #MM4.2-7 from the Lent Ranch Marketplace Final EIR</p>	TSM	Complete/ Satisfied	No Change
TR 18	<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
TR19	<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>			
TR20	<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> <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
		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. This condition of approval implements Mitigation Measure #MM4.6.4-3(b) from the Lent Ranch Marketplace Final EIR	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. This condition of approval implements Mitigation Measure #MM4.6.2-1 from the Lent Ranch Marketplace Final EIR	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
MM5	<p>implements Mitigation Measure #MM4.3-1(c) from the Lent Ranch Marketplace Final EIR</p> <p>The construction contract shall require contractors to implement ridesharing programs for construction employees traveling to and from the site. This condition of approval implements Mitigation Measure #MM4.3-1(d) from the Lent Ranch Marketplace Final EIR</p>	MMRP	Continuous	No Change
MM6	<p>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. This condition of approval implements Mitigation Measure #MM4.3-2 from the Lent Ranch Marketplace Final EIR</p>	MMRP	Continuous	No Change
MM7	<p>All construction activity within the Lent Ranch SPA area shall comply with the following requirements:</p> <ul style="list-style-type: none"> (a) Site preparation and construction activities shall be limited to between the hours of 6 A.M. to 8 P.M., Monday through Friday, and 7:00 A.M. to 8:00 P.M. on Saturday and Sunday (City of Elk Grove Noise Control Ordinance, Section #6.68.090). Furthermore, construction equipment maintenance shall be limited to the same hours. (b) All construction equipment shall be equipped with appropriate mufflers in good working condition. (c) Construction staging areas shall be located as far from noise-sensitive uses as is feasible. 	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
(d)	<p>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>			
(e)	<p>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>			
(f)	<p>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>			
(g)	<p>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>			
(h)	<p>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>			
MM8	<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> <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 Noise Element</i>. 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
MM9	<p>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. This condition of approval implements Mitigation Measure #MM4.4-5(a) from the Lent Ranch Marketplace Final EIR</p> <p>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 be designed in accordance design guidelines, as adopted in the District Development Plan for District F (Multi-Family). This condition of approval implements Mitigation Measure #MM4.4-5(b) from the Lent Ranch Marketplace Final EIR</p>	MMRP	Continuous	No Change
MM10	<p>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. This condition of approval implements Mitigation Measure #MM4.4-7 from the Lent Ranch Marketplace Final EIR</p>	MMRP	Continuous	No Change
MM11	<p>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. This condition of approval implements Mitigation Measure #MM4.4-8 from the Lent Ranch Marketplace Final EIR</p>	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	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. (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. (b) The demolition contractor shall be informed that all paint on the buildings shall be considered as containing lead. The contractor shall take	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 EGCSD shall reach an agreement on funding to provide adequate staff to conduct site plan review and construction inspection services for the project. The agreement shall specify funding levels and timing of payment. <i>This condition of approval implements Mitigation Measures #MM4.6.4-2 from the Lent Ranch Marketplace Final EIR</i></p>	MMRP	Continuous	No Change
MM16	<p>The project applicant shall prepare and submit to the City of Elk Grove, a Storm Water Pollution Prevention Plan (SWPPP) to be administered throughout all phases of grading and project construction. The SWPPP will incorporate Best Management Practices (BMPs) to ensure that potential water quality impacts during construction phases are minimized. Examples of BMPs that</p>	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
MM17	<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> <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 EIR 	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>			
MM19	<p><i>This condition of approval implements Mitigation Measures #MM4.8-1(a) from the Lent Ranch Marketplace Final EIR</i></p> <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. This condition of approval implements Mitigation Measure #MM4.8-2 (b) from the Lent Ranch Marketplace Final EIR</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
MM24	<p>This condition of approval implements Mitigation Measures #MM4.8-4(a - f) from the <u>Lent Ranch Marketplace Final EIR</u>. Valley oaks that meet the criteria contained in the City's Tree Preservation Ordinance will be avoided by construction and protected during all construction activity, if feasible. To protect oak trees, the following measures will be implemented:</p> <p>a) Before initiating any construction activity near the protected oak trees, install chain-link fencing or a similar protective barrier at least one foot outside the dripline of each tree or as far as possible from the tree trunk where the existing road is within the tree dripline. The barrier fencing will remain in place for the duration of construction activity.</p> <p>b) Any required pruning of oak trees shall be conducted before construction activity begins. Oak trees that require pruning of branches larger than two inches in diameter shall be pruned by a certified arborist. No pruning of the six-foot-diameter tree will be permitted.</p> <p>c) No signs, ropes, cables (except cables that may be installed by a certified arborist or other professional tree expert), or other items shall be attached to the oak trees.</p> <p>d) No vehicles, construction equipment, mobile home/office, supplies, materials, or facilities shall be driven, parked, stockpiled, or located within the driplines of oak trees.</p>	MMRP	Continuous	No Change



#	Condition	Applicability	Status	Proposed Action Relative to SPA
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.			
f)	Conduct any work necessary within the dripline by hand.			
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.			
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.			
i)	No sprinkler system shall be installed in such a manner that it irrigates within the driplines of oak trees.			
	This condition of approval implements Mitigation Measures #MM4.8-6(a) from the Lent Ranch Marketplace Final EIR			



#	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. This condition of approval implements Mitigation Measure #MM4.8-7 from the Lent Ranch Marketplace Final EIR	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. This condition of approval implements Mitigation Measure #MM4.10-1(a and b) from the Lent Ranch Marketplace Final EIR	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. This condition of approval implements Mitigation Measure #MM4.11-(a) from the Lent Ranch Marketplace Final EIR	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. This condition of approval implements Mitigation Measure #MM4.11-(b) from the Lent Ranch Marketplace Final EIR	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. This condition of approval implements Mitigation Measure #MM4.11-(c) from the Lent Ranch Marketplace Final EIR	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