

RESOLUTION NO. 2008-145

Adopted by the Sacramento City Council

March 11, 2008

**ADOPTING THE OPEN SPACE AGREEMENT
FOR THE GREENBRIAR ANNEXATION (M05-046 / P05-069)**

BACKGROUND

- A. Whereas, before a Local Agency Formation Commission may act upon a proposed annexation to a city; the City and County must adopt a tax sharing agreement; and
- B. Whereas, the County of Sacramento has requested an open space agreement as a companion document to the tax exchange agreement; and
- C. Whereas, the County and City have negotiated an open space agreement specifying how open space will be provided should the annexation be approved;

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

Section 1. The City Manager is hereby authorized to execute the Open Space Agreement on behalf of the City of Sacramento with the County of Sacramento and to do and perform everything necessary to carry out the purpose of this Resolution.

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Exhibit A – Open Space Agreement

Adopted by the City of Sacramento City Council on March 11, 2008 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: Councilmember Sheedy.



Mayor Heather Fargo

Attest:



Shirley Concolino, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
SACRAMENTO, THE COUNTY OF SACRAMENTO AND NORTH NATOMAS
575 INVESTORS REGARDING THE DELIVERY OF OPEN SPACE FROM THE
GREENBRIAR DEVELOPMENT**

This Memorandum of Understanding Regarding the Delivery of Open Space From the Greenbriar Development (hereinafter "Agreement") dated as of March 11, 2008 for reference purposes, is made and entered into by the County of Sacramento, a political subdivision of the State of California, (hereinafter referred to as "County"), the City of Sacramento, a charter municipal corporation, (hereinafter referred to as "City") and North Natomas 575 Investors, LLC, a California limited liability company ("Developer").

RECITALS

Whereas, City and County entered into a Memorandum of Understanding, hereinafter referred to as Joint Vision MOU, on December 10, 2002 agreeing to principles of urbanization, open space preservation and revenue sharing for unincorporated Natomas; and

Whereas, on November 27, 2007 the County Board of Supervisors approved an open space plan (hereinafter "Open Space Plan") that, when implemented, will meet the Greenbriar Developer's obligations for 1:1 open space mitigation for the Greenbriar Development Project (hereinafter the "Project") pursuant to the Joint Vision MOU. The Project's Open Space Plan requires:

- The preservation of 491.9 acres of open space (hereinafter "Total Open Space").
- A portion of the Total Open Space, specifically 96.1 acres, will be credited as on-site open space (hereinafter "On-Site Open Space"). In order for a proposed detention basin to qualify as creditable On-Site Open Space, the detention basin must have a publicly accessible trail consistent with the representations in the Greenbriar PUD Guidelines approved on the date of January 29, 2008 by City Council Resolution 2008-059.
- A portion of the Total Open Space, specifically 395.8 acres of open space, shall be located outside the Project boundary (hereinafter "Off-Site Open Space"). All Off-Site Open Space shall have the additional requirement of being located within the unincorporated area (as of the date of dedication thereof) of the County of Sacramento within the Natomas Basin.
- The Off-Site Open Space acreage may be utilized for dual Project purposes: 1) meeting the terms of the Natomas Joint Vision MOU, and 2) meeting the mitigation requirements of a Habitat Conservation Plan and/or incidental take and/or habitat mitigation permit(s) for the Project.

Whereas, on January 29, 2008, the City Council adopted Resolution 2008-053 "Certifying the Environmental Impact Report and Adopting the Mitigation Monitoring And Reporting Program for the [Greenbriar Development] Project (M05-046/P05-069)".

Whereas, City offers its assurance to County, and County accepts City's offer of assurance, that prior to impacting open space resources by the issuance of a grading permit, the Project shall secure dedication of the requisite Off-Site Open Space;

Whereas, County offers its assurance to City, and City accepts County's offer of assurance, that the Project in its current form as of January 29, 2008 and for entitlement purposes and implementation thereof, is consistent with the 1:1 open space mitigation ratio set forth in the Natomas Joint Vision MOU.

Whereas, County, City and Developer agree that it is in the best interest of the parties, both individually and collectively, to work in a collaborative fashion and to implement the goals stated herein.

AGREEMENT

Now, therefore, City, County and Developer agree as follows:

1. Incorporation of Recitals.

The above Recitals are hereby incorporated into this Agreement as if set forth in full herein.

2 Conditions Precedent to the City's Granting of Subsequent Project Entitlements.

The City shall ensure that any Project related Development Agreements insure compliance by the Project proponent of the open space commitments as defined herein.

3 Satisfaction of Open Space Requirements.

The City shall ensure that, prior to impacting open space resources within the Project by the issuance of a grading permit, any and all Project related subdivision maps satisfy the On-Site Open Space and Off-Site Open Space requirements as defined herein consistent with the Natomas Joint Vision mitigation requirement. The County acknowledges that the following proposed mitigation acreage shown on the map attached hereto as Exhibit A would qualify to satisfy such open space mitigation requirement. The City may approve substitution of other properties and/or acreage for any of the properties listed

below to satisfy such requirement, subject to the County's determination that such other properties and/or acreage meet the Natomas Joint Vision qualifications for open space. Except as otherwise provided herein, all open space dedications satisfying this Natomas Joint Vision mitigation requirement shall be made to the City, and may be made by easement or in fee (by deed or by irrevocable offer of dedication):

a. **On-Site Open Space Requirements:** The following on-site open space properties are consistent with the Natomas Joint Vision mitigation requirements:

- 37.9 acre detention basin / lake, with a public access trail designed and installed consistent with the Greenbriar project mitigation measures, to the satisfaction of the City.
- 27.5 acre freeway buffer with a pedestrian/bicycle trail and tree plantings designed and installed consistent with the Greenbriar project mitigation measures, to the satisfaction of the City.
- 30.7 acre Lone Tree Canal buffer, improved consistent with the Greenbriar project mitigation measures, to the satisfaction of the City.

b. **Off-site Open Space Requirements:** The following Off-Site Open Space properties are consistent with the Natomas Joint Vision mitigation requirements

- 235.4 acre Spangler property.
- 65.0 acre Tsakopoulos property.
- 15.9 acre West Lakeside Buffer property.
- An additional 49.0 acres of currently unidentified habitat mitigation property as referenced in the project Environmental Impact Report.
- An additional 30.5 acres of unidentified property, pursuant to County Board of Supervisors action on November 27, 2007, shall be dedicated to the County.

c. **Habitat Conservation Plan (HCP)/Dual Habitat Mitigation:** Development of Greenbriar will require the Developer to apply for, and obtain, incidental take permit(s) under CESA and federal ESA. At this time, it is anticipated and expected that the agencies will require the preparation of a habitat conservation plan (HCP). Based on the City's prior experience, it is anticipated that a third party, such as The Natomas Basin Conservancy ("NBC"), may be asked to assist in the implementation

of the HCP established for the Project. The NBC is currently responsible for implementing the Natomas Basin Habitat Conservation Plan ("NBHCP", or the "Plan"). Pursuant to the Plan, developers are required to dedicate acreage, as well as to provide funding for development of that acreage into suitable habitat, as a prerequisite to issuance of urban development permits. Under the NBHCP, the NBC is given a certain amount of discretion to forego development of the dedicated acreage as habitat, and instead, to sell, transfer or otherwise to replace the dedicated acreage with other lands which, when given consideration to the habitat being maintained and managed by the NBC, provide enhanced value from the standpoint of endangered species protection, and from the standpoint of endangered species habitat preservation and enhancement. To the extent that the HCP (or incidental take and/or other habitat mitigation permit(s)) approved by DFG and/or USFW under CESA or the federal ESA for the Project authorizes the NBC or other third party to substitute or accept different properties from those specified in Paragraphs 2.a. and 2.b. above, the parties agree that the replacement of one or more of the aforementioned open space properties specified above with other properties shall satisfy the aforementioned open space requirements of this MOU, provided that any open space property designated as a replacement or substitution for those specified in Paragraph 2.b. shall be located within the unincorporated area of Sacramento County.

As noted above, the open space dedications required hereunder to satisfy the Natomas Joint Vision mitigation requirements may also serve the dual purpose, either before or after these dedications are made to the City or County, to allow the Project to receive, as part of the HCP or incidental take and/or other habitat mitigation permit(s) for the Project, habitat mitigation credits with respect to these open space areas. City and County acknowledge that the conditions of any such HCP or incidental take and/or other habitat mitigation permit(s) may require the installation of additional habitat improvements or imposition of additional restrictions against the open space properties. Subject to satisfaction of any such additional conditions or requirements imposed by the state and/or federal agencies for such HCP or incidental take and/or other habitat mitigation permit(s), an open space area that would otherwise be dedicated to the City or County hereunder may be dedicated consistent with the permit(s) to a habitat conservation entity, such as NBC, or another governmental entity. Similarly, with respect to any open space property dedicated hereunder to the City or County prior to approval of the HCP or issuance of an incidental take and/or other applicable habitat mitigation permit(s), City and County will cooperate with any efforts to incorporate such dedicated open space areas into the HCP or incidental take permit(s) and/or other applicable habitat mitigation permit(s), so long as such habitat mitigation efforts or requirements do not conflict with the Natomas Joint Vision mitigation requirements.

d. City shall notice County in writing 45 days prior to the granting by City of any subsequent Project entitlements

e. If Greenbriar is developed in phases, the amount of On-Site and Off-Site Open Space to be provided hereunder shall be in proportion to the amount of Greenbriar acreage proposed to be impacted by such development by the issuance of a grading permit therefor.

4. Determination of Vision Consistency by County of all Unidentified or Substitute Open Space Locations.

a. With respect to each unidentified open space property listed above, and any proposed substitution of an open space property listed above, the County must determine, in writing, that the proposed open space property and/or acreage satisfies the qualifications and requirements for Open Space as defined in the Natomas Joint Vision Memorandum of Understanding to be counted towards the requisite Off-Site Open Space acreage total.

b. Any determination of consistency of a proposed property and/or acreage as open space with the Natomas Joint Vision open space requirements and qualifications by County as required herein shall be made by the County Executive, which determination may be appealed to the County Board of Supervisors.

5. Additional Approvals Required for Improvements to Open Space.

County and City acknowledge and agree that all required improvements within the Total Open Space acreage, in whole or part, shall satisfy all state, federal and local regulatory agency requirements in addition to the aforementioned Section 2 approvals by County. Nothing in this agreement is intended to limit or restrict U.S. Fish and Wildlife and the California Department of Fish and Game in their consideration of Developer's applications for incidental take and/or other habitat mitigation permits or other entitlements under the federal Endangered Species Act and the California Endangered Species Act.

6. Amendments and Waivers.

This Agreement constitutes the entire understanding of the parties thereto and shall not be altered or amended except by a written amendment or other supplementary written agreement; and executed under the proper authority by County, City and Developer. The failure of either party to exercise the rights granted herein shall not constitute a waiver either at the time or upon a later occurrence.

7. Construction and Interpretation.

It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiations, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construction or interpretation of this Agreement.

8. Written Communications and Notice.

Any notice, request, consent, approval or communication that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally, sent by fax as evidenced by a fax transmittal, or sent by prepaid first class mail, or nationally recognized over-night delivery company. Such matter shall be addressed to the other party at the following addresses:

To County, at:

County of Sacramento
700 H Street, 7th floor
Sacramento, CA 95814
Attention: County Executive

To City, at:

City of Sacramento
915 I Street, 5th floor
Sacramento, CA 95814
Attention: City Manager

To Developer, at:

North Natomas 575 Investors, LLC
c/o AKT Investments
7700 College Town Drive, Suite 101
Attn: Angelo K. Tsakopoulos

9. Effective Date

This Agreement shall be effective upon the date it is fully executed by the parties.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as follows:

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO

By: _____
County Executive

By: _____
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
County Counsel

By: _____
City Attorney

ATTEST

By: _____
City Clerk

DEVELOPER

North Natomas 575 Investors, LLC

By: North Natomas Sac Region, LLC
Manager

By: AKT Investments, Inc.
Manager

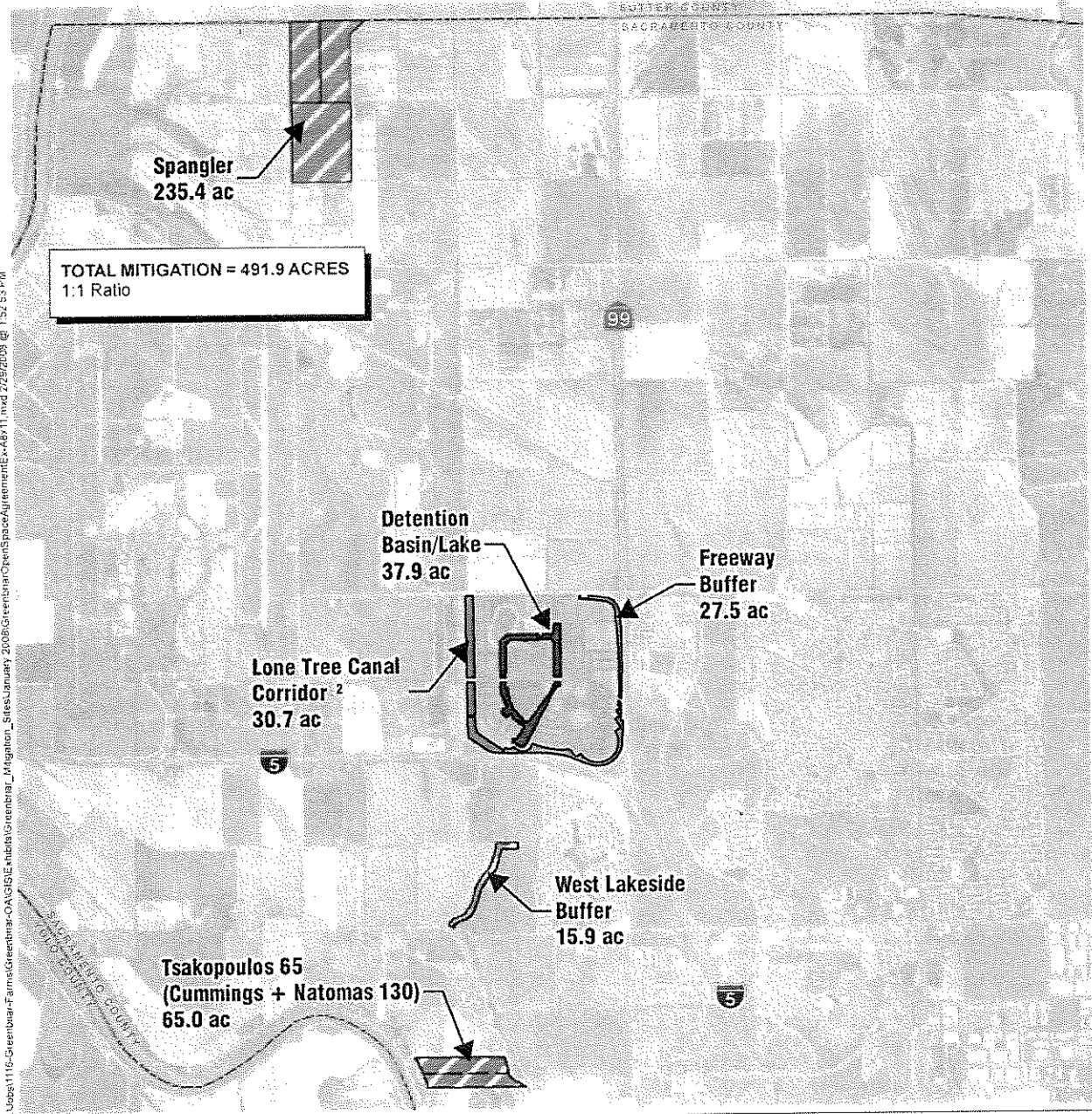
By: _____
Title: _____

Date: _____

Greenbriar Open Space Mitigation

March 11, 2008

EXHIBIT A



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NOTES:




All numbers are rounded to nearest tenth. Unless otherwise indicated, all numbers were obtained from the Environmental Impact Report and/or the Effects Analysis prepared for the Greenbriar project. On-site acreage calculated from a GIS produced by Wood Rodgers.

Not Shown on Exhibit


- 49.0 acre unidentified site as required by EIR within unincorporated Sacramento County portion of Natomas Basin.
- 30.5 acre unidentified site within unincorporated Sacramento County portion of Natomas Basin, pursuant to County Board of Supervisors action on November 27, 2007. This number was not identified in the Greenbriar EIR, however the applicant has since committed to providing this additional acreage.

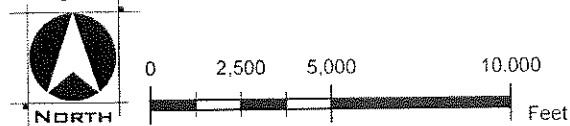
Legend

On-Site Mitigation

-  Lone Tree Canal Corridor
-  Freeway Buffer
-  Detention Basin/Lake

Off-Site Mitigation

-  Spangler, Tsakopoulos 65, West Lakeside Buffer



WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3301 C Street, Bldg. 100-B Tel: 916.341.7760
 Sacramento, CA 95816 Fax: 916.341.7767

**MUTUAL BENEFIT AGREEMENT BETWEEN
RIO LINDA UNION SCHOOL DISTRICT
AND
NORTH NATOMAS 575 INVESTORS, LLC
FOR THE
GREENBRIAR PROJECT**

THIS AGREEMENT ("Agreement") is entered into this 24th day of July 2006 by and between the RIO LINDA UNION SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the state of California ("DISTRICT"), and NORTH NATOMAS 575 INVESTORS, LLC, a California Limited Liability Company ("DEVELOPER"), owner and developer of the Greenbriar Project ("Greenbriar Project").

I. RECITALS

A. **WHEREAS**, DEVELOPER is the owner of certain real property hereinafter referred to as the "Property" and described on Exhibit "A," attached hereto and incorporated herein by reference;

B. **WHEREAS**, the Property is within the boundaries of the DISTRICT;

C. **WHEREAS**, the Property is not currently in the sphere of influence of the City of Sacramento or within the City of Sacramento Boundaries;

D. **WHEREAS**, the DEVELOPER is pursuing a sphere of influence amendment and annexation of the Property through the City of Sacramento and the Sacramento Local Agency Formation Commission ("LAFCO");

E. **WHEREAS**, the DEVELOPER plans to construct certain residential dwelling units and commercial structures on the Property (hereinafter referred to as the "Project");

F. **WHEREAS**, development of the Project in a comprehensive and orderly fashion as supported in this Agreement will result in substantial public benefits to the DISTRICT, the City and its residents;

G. **WHEREAS**, DEVELOPER proposes that the Project include the construction of new residential dwelling units, and has presented, or intends to present a development proposal to the City of Sacramento ("City"), for approval of the Project;

H. **WHEREAS**, students will be generated from the Project, and the DISTRICT and DEVELOPER desire to provide adequate school facilities to serve the Project and such student generation;

I. **WHEREAS**, DEVELOPER represents to the DISTRICT that it proposes to sell lots for the construction of residential dwelling units in the Project and/or construct residential dwelling units in the Project;

J. **WHEREAS**, the DISTRICT has the authority to levy fees on developers to mitigate the impact that future development will have on the DISTRICT's school facility needs;

K. **WHEREAS**, the DISTRICT currently adopted Level 1 school impact fees in the amount of \$1.23 per square foot of new residential construction and \$0.20 for non-residential and senior housing;

L. **WHEREAS**, the collection of Level 1 Fees will not generate sufficient funds for the DISTRICT to acquire and construct the additional school facilities necessary to house the students generated from the Project;

M. **WHEREAS**, in accordance with Government Code sections 65995.5 and 65995.7, if state funds for new school facilities construction are not available, the DISTRICT may adopt school impact fees for new residential construction in excess of Level 1 Fees ("Level 2" and/or "Level 3 Fees");

N. **WHEREAS**, DEVELOPER desires to agree to a specific amount for school mitigation payments with the understanding that the DISTRICT may or may not adopt Level 2 and/or Level 3 Fees in the future;

O. **WHEREAS**, by agreeing to a specific amount for school mitigation payments in this Agreement, DEVELOPER can better plan construction of the Project as DEVELOPER will have a greater certainty with respect to the cost of the Project;

P. **WHEREAS**, the parties have examined the demographic trends from future development in general, as well as the development of the Project, specifically the impact upon the DISTRICT's school facilities needs;

Q. **WHEREAS**, the continued availability of state funding for school site acquisition, development and school construction is uncertain;

R. **WHEREAS**, the DISTRICT and DEVELOPER have been engaged in discussions regarding this Agreement, and agree that it is desirable that the Project not have a materially adverse impact on existing school facilities of the DISTRICT;

S. **WHEREAS**, DEVELOPER understands that the DISTRICT will be relying upon the funding as set forth herein in order for the DISTRICT to make certain irreversible decisions regarding planning for school facilities, including without limitation, applying for state funds, seeking voter approval of a General Obligation Bond, land acquisition, retaining architects and commencement of construction; and

T. **WHEREAS**, DEVELOPER and the DISTRICT recognize it is to their mutual benefit that the DISTRICT be provided with financial assistance in order that school facilities and related services be available to future residents of the Project, and to minimize any impact on existing DISTRICT school facilities.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the parties agree as follows:

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1. Term. This Agreement shall be effective upon execution by the parties ("Effective Date") and shall remain in full force and effect for twenty-five (25) years or until DEVELOPER makes all of the payments as contemplated herein, whichever occurs first.

2. Covenant To Sell School Site.

The DEVELOPER covenants that it will sell ten (10) acres of land located within the Greenbriar Project ("School Site") and located adjacent to a city park to the DISTRICT for construction of a new elementary school ("New School") in accordance with the pertinent provisions of this Agreement including the terms specified in Paragraph 6, below, and the following:

(a) DEVELOPER and DISTRICT shall enter into a Purchase and Sale Agreement ("Purchase Agreement") for the sale of the School Site land. The price of the School Site shall be as stated in Exhibit "B."

(b) The School Site shall be delivered by the DEVELOPER to the DISTRICT in a construction ready condition. Construction ready is defined as the School Site being rough graded to master pad condition, utilities stubbed on the site, including water, sewer, computer cable hook ups, fiber optics, etc., and curbs, gutters, roads on at least three sides, and work necessary to prepare site for construction, including on-site drainage and retaining walls ("Construction Ready"). In addition, the School Site shall be made Construction Ready in accordance with the standards for school site construction, as approved by the Division of State Architect ("DSA") or other applicable approving authority and shall include all of the following:

i) Utility Services shall be stubbed to the School Site and shall include: water, sewage, gas, electricity, telephone, computer cable, fiber optics; provided, however, with respect to computer cable and fiber optics, such services shall be stubbed to the School Site only if available by a service provider, otherwise, if no service provider is available, Conduit shall be stubbed to the School Site.

ii) Utility Services Off-Site to include: water, sewage, gas, electricity, computer cable, and fiber optics, if available by a service provider.

iii) Off-Site Development outside of property lines of the School Site to include: Pavement of adjacent streets, curbs and gutters, sidewalks, street lighting, planting areas and parkways, landscape street signs, traffic signals, street trees, off-site rough and final grading, off-site driveways and aprons.

iv) Service Site Development inside of School Site property lines to include, if applicable, to site: site clearance, demolition, removal/relocation of utility services, rough grading, soil, compaction, erosion control and embankment improvements, fire code requirements, fire service roads, emergency site access gates, on-site hydrants and related water supply, unless provided offsite.

3. Funding For New Elementary School.

(a) DISTRICT expects to fund the construction, furnishing, and equipping of the New School with a combination of DISTRICT General Obligation Bond funds from a

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November 2006 Bond Measure, Level 1 DEVELOPER fees ("Level 1 Mitigation Payment") and DEVELOPER Supplemental Mitigation Payments ("Supplemental Mitigation Payment") pursuant to this Agreement as summarized in the New Elementary School Financing Plan, attached hereto as Exhibit "B." The New Elementary School Financing Plan provides for the Developer Level 1 Mitigation Payment and Supplemental Mitigation Payment at 55.74 % of the Total Project Costs and the Local Bond Revenues, City Portion of MP Room Costs and State Joint Use Match at 44.26 % of the Total Project Costs as identified in Exhibit "B."

(b) At the time of execution of this Agreement, the DEVELOPER acknowledges that the DISTRICT is not eligible for state new construction funding for the construction of the New School, and the DISTRICT is offering the General Obligation Bond funds in lieu of a state funding contribution. The DISTRICT agrees to seek eligibility for state new construction funding for the New School. In the event the DISTRICT receives state new construction funding for the New School, the Developer shall be entitled to reimbursement of the portion of the Total Project Costs paid by the Developer which is in excess of 50% of the Total Project Costs as identified in Exhibit "B" as follows:

i) Up to 50% of the state new construction funds received by the DISTRICT shall be allocated to the DEVELOPER in an amount equal to the amount by which the sum of (i) DEVELOPER'S Level 1 Mitigation Payment, (ii) DEVELOPER'S Supplemental Mitigation Payment and (iii) DEVELOPER'S General Obligation Bond Contribution exceeds 50% of the Total Project Costs as identified in Exhibit "B" (which excess amounts, if any, shall be referred to as the "Reimbursement Amount"). For purposes of this Paragraph, DEVELOPER's General Obligation Bond Contribution shall be determined by multiplying the total revenue derived by the DISTRICT from the General Obligation Bond by a fraction, the numerator of which is the assessed value of the Property and the denominator of which is the assessed value of all of the real property supporting the General Obligation Bond. For purposes of the preceding sentence, the assessed value of the Property and all real property supporting the General Obligation Bond shall be the assessed value as of the later to occur of the following dates: (i) the date on which fifty percent (50%) of Level 1 Mitigation Payments and Supplemental Mitigation Payments for the Project have been paid, or (ii) the date the DISTRICT receives state new construction funds for the New School.

ii) In no event shall DEVELOPER receive a Reimbursement Amount which would result in the DEVELOPER's payment of less than 50% of the Total Project Costs as identified in Exhibit "B."

iii) Fifty percent (50%) of the Reimbursement Amount shall be reimbursed to the DEVELOPER within ninety (90) days following the payment to the DISTRICT of fifty percent (50%) of Level 1 Mitigation Payments and Supplemental Mitigation Payments for the Project. For purposes of this paragraph, Level 1 Mitigation Payments and Supplemental Mitigation Payments for the Project shall be collectively referenced as the "Payments." The next twenty-five percent (25%) of the Reimbursement Amount shall be reimbursed to the DEVELOPER within ninety (90) days following the payment to the DISTRICT of seventy-five percent (75%) of the Payments, thus bringing the total of the Reimbursement Amount reimbursed to the DEVELOPER to seventy-five percent (75%) of the Reimbursement Amount. The next twenty-one percent (21%) of the Reimbursement Amount shall be reimbursed to the DEVELOPER within ninety (90) days following the payment to the

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DISTRICT of ninety-six percent (96%) of the Payments, thus bringing the total of the Reimbursement Amount reimbursed to the DEVELOPER to ninety-six percent (96%) of the Reimbursement Amount. The remaining four percent (4%) of the Reimbursement Amount shall be reimbursed to the DEVELOPER within ninety (90) days following the final payment to the DISTRICT of all Payments. All reimbursement payments described above shall be calculated on the latest information available at such time, including any adjustments to the Total Project Costs. In the event any adjustments are required with respect to any reimbursement payment previously made based upon additional information or adjustments to the Total Project Costs, such adjustments shall be made at the time for the next required reimbursement payment.

iv) DEVELOPER's reimbursement right provided in this Agreement shall be personal to the DEVELOPER and shall not run with the Property; accordingly, subsequent builders or owners of portions of the Property shall have no right to any payment of the Reimbursement Amount, unless such right is expressly assigned in writing thereto by DEVELOPER.

4. Mitigation.

(a) Prior to the issuance of a building permit for any residential dwelling unit or commercial/industrial structure covered by this Agreement, DEVELOPER shall be required to pay the mitigation payment amount of the DISTRICT's Level 1 Mitigation Payment in effect as of the date DEVELOPER obtains building permit(s) for any residential dwelling unit and commercial/industrial structure. In addition and concurrent with DEVELOPER's payment of Level 1 Mitigation Payments, DEVELOPER shall pay the applicable Supplemental Mitigation Payments, the total of which shall be \$8,295,857 for all residential dwelling units as shown in "Exhibit B." The calculation of the 2006 current value of Level 1 Mitigation Payments and the Supplemental Mitigation Payments, including the assumptions used in the calculation of such payments are shown in Exhibit "B". All Level 1 Mitigation Payments and Supplemental Mitigation Payments as shown in Exhibit "B" are set forth in 2006 current dollars, subject to the adjustments as set forth herein.

(b) Adjustment For Changed Developer Assumptions.

i) Adjustment of Supplemental Mitigation Payments.

In the event DEVELOPER changes the configuration of the residential units in the Project at tentative map approval and/or final map approval, and such change does not result in an increased number of units, then Exhibit "B" shall be adjusted to reflect the revised configuration provided that the re-calculated total Supplemental Mitigation Payments based on the adjusted configuration equals no less than \$8,295,857.

ii) Level 1 Mitigation Payments and Supplement Mitigation Payments in the Event of Additional Units.

In the event the DEVELOPER increases the total number of units in excess of 2,996, then the DEVELOPER shall pay a mitigation fee per additional residential dwelling unit equal to the Level 1 Mitigation Payment, plus the Supplement Mitigation Payment based on the specific configuration of the increased unit(s) as identified in Exhibit "B." In the

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event that the unit configuration is not identified in Exhibit "B," then the Supplemental Mitigation Payment portion of the mitigation fee to be paid for such unit configuration shall be equal on a per unit basis to the amount which is required to be paid by the unit configuration identified in Exhibit "B" with the closest square footage per lot to the subject configuration.

iii) Prior to final approval of the tentative map for the Project, DEVELOPER shall have the right to elect whether Senior Dwelling Units within the Project shall be required to pay Supplemental Mitigation Payments as shown in Exhibit "B." In the event DEVELOPER determines that Senior Dwelling Units shall not be required to pay Supplemental Mitigation Payments, then Exhibit "B" shall be adjusted to reflect the reduced number of units within the Project that shall be required to pay Supplemental Mitigation Payments provided that the total Supplemental Mitigation Payments to be paid by the participating units equals no less than \$8,295,857.

(c) Adjustment For Increased Construction Costs For Mitigation Measures. The Supplemental Mitigation Payment assumes the construction of the New School without any mitigating measures required to design and construct the school at the School Site located near Interstate 5 and Highway 99 and the Sacramento International Airport. In the event the DISTRICT is required by applicable administrative or regulatory agencies to revise the construction standards for the New School to mitigate the impacts associated with the DEVELOPER's proposed location of the School Site, the DEVELOPER agrees to pay 100% of such increased design and construction costs.

(d) Adjustment For Construction Cost Increases. The Supplemental Mitigation Payment shall increase on March 1, and each subsequent year by the greater of: (a) the most recently established construction cost index established by the annual adjustment of the California State Allocation Board; or (b) the Average annual statewide Engineering News Record index ("ENR Index"), utilizing the average of the annual index of San Francisco and Los Angeles Regions.

(e) Revised Exhibit "B". In the event any adjustment to the "Exhibit B" is made as provided herein, the Parties agree that a revised Exhibit "B" shall be prepared by the District and attached hereto to reflect the revisions.

(f) Evidence Of Payment. Upon payment by DEVELOPER, the DISTRICT will provide evidence of payment for the issuance of a building permit by the City of Sacramento.

(g) Definition Of Lots. For purposes of this Agreement and Exhibit "B," no more than one residential dwelling unit shall be permitted on any one Low Density or Medium Density residential lot. For purposes of this Agreement and Exhibit "B," DEVELOPER shall be permitted to develop multiple residential dwelling units on any High Density or Senior residential lot, provided that the Supplemental Mitigation Payment shall apply to each residential dwelling unit on such lot(s).

(h) Deed Restriction of Senior Dwelling Units. DEVELOPER shall record a deed restriction on all Senior Dwellings Units to limit the occupancy of such units to active adult living with a minimum age restriction of fifty-five (55) years.

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5. [Reserved]

6. School Site Purchase Agreement For Site And Site Investigations.

(a) School Site Purchase Agreement. The DISTRICT and DEVELOPER that owns land to be provided as a School Site shall commence the good faith negotiation of a Purchase Agreement for the School Site, setting forth the terms and conditions pursuant to which the DEVELOPER shall reserve for acquisition by the DISTRICT and convey such School Site, along with the terms and conditions for its acquisition by the DISTRICT. The Purchase Agreement shall specify that the School Site shall be purchased by the DISTRICT in accordance with the timeline specified in Exhibit "B" herein. The Purchase Agreement shall be effective upon the full execution thereof by the parties. The final approval of the tentative map for the Project shall be a condition precedent to the parties' respective obligations to transfer and acquire the School Site. The proposed location of the School Site shall be determined at the time of the tentative map approval for the Project.

(b) Investigation, Preparation And Purchase Of School Site.

i) Due Diligence Investigation. The DISTRICT shall be authorized, upon the Effective Date of the Purchase Agreement and for a period of two hundred and forty (240) days ("Due Diligence Period"), to commence its due diligence investigation of the condition of, and title to the proposed School Site including all appropriate geological, archeological, environmental, engineering, safety and other inspections as required by state and local law and by the DISTRICT so as to ensure that such School Site complies with all state and local requirements applicable to the title, environmental condition, location, grading, compacting and the provision of utilities. Reports generated from the due diligence investigation of the DISTRICT shall be submitted to all applicable agencies. The determination of the date of completion for such due diligence investigation shall be within the sole discretion of the DISTRICT. During the DUE DILIGENCE PERIOD, the DISTRICT and the affected DEVELOPER shall work together in all respects to ensure that the DISTRICT's investigations are carried out as efficiently and as thoroughly as reasonably practicable and in the manner required by state law. As provided in this Agreement, if following the conclusion of such due diligence the DISTRICT elects not to accept the condition of the School Site, the Parties shall meet for the purpose of selecting an alternate School Site which shall comply in all respects with the conditions of this Agreement.

ii) Inspections And Indemnification. The DISTRICT, along with its authorized agents, shall be permitted to enter the proposed School Site, at reasonable times and upon not less than fifteen (15) days written notice to DEVELOPER or such other notice as agreed to by the parties, during the specified DUE DILIGENCE PERIOD, for the purpose of making its own independent engineering, geological, environmental, planning, development and other studies, inspections and tests under the observation of the DEVELOPER and subject to such further conditions as the DEVELOPER may reasonably impose; provided that: (a) drilling, digging or cutting of trees, shrubs or bushes shall be performed on the School Site, only following no less than fifteen (15) days written prior notice to the DEVELOPER; (b) the DISTRICT shall comply with the terms of any and all permits and approvals (including conservation easements) that have been issued or may be issued by an governmental agency relative to activities on the affected DEVELOPER's property; and (c) the DISTRICT shall

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indemnify, protect, defend and hold the affected DEVELOPER harmless from and against any claims, loss, damage, liability cost or expense (including, without limitation, reasonable attorneys fees, expert fees and other costs) arising out of or in connection with any activities on any such School Site by the DISTRICT and/or the DISTRICT's agents or representatives, including any violation of the terms and conditions of any governmental permit or approval, provided DEVELOPER has provided advance notice to the DISTRICT of the existence of any such permit or approval, or the violation of any applicable law or regulation.

iii) Condition Of Title. The affected DEVELOPER shall convey title to the School Site subject only to the title exceptions agreed to in writing by the DISTRICT including the following: (a) minor defects and encumbrances of a non-monetary nature that will not materially interfere with or limit the development or use of the School Site for school purposes (including, without limitation, public utility easements and limitations on abutters' rights); and (b) any exceptions arising due to matters created, caused, suffered or imposed by the DISTRICT.

iv) Environmental Condition Of School Site. The Purchase Agreement for the School Site shall include a representation and warranty by and from the duly authorized representative of the DEVELOPER, Mark Enes, to the DISTRICT, in mutually acceptable form, with respect to the DEVELOPER's actual knowledge of the environmental condition of such School Site (*i.e.*, warranty regarding the absence of hazardous materials).

v) Conditional Acceptance. Within forty-five (45) days following completion of the DUE DILIGENCE PERIOD, the DISTRICT shall notify the DEVELOPER as to whether the DISTRICT will accept conveyance of the School Site. The DISTRICT may refuse to accept the School Site if, based upon the DISTRICT's investigations of the physical condition of or title to such School Site, it would not satisfy applicable requirements of state law. If the DISTRICT elects not to accept the condition of the School Site, the Parties shall meet for the purpose of selecting an alternate School Site.

vi) Site Preparation Requirements. Upon receipt of conditional acceptance of the School Site by the DISTRICT as described above, the DEVELOPER shall provide for the conveyance of the School Site, in a Construction Ready manner as defined in Paragraph 2, no later than the date set forth for close of escrow in the Purchase Agreement for the School Site.

vii) Purchase And Acceptance Of School Site. The DISTRICT and DEVELOPER shall enter into a Purchase Agreement for the School Site, which shall contain mutually agreed to contingencies to the closing of escrow including, without limitation, the following: a) completion of off-site and on-site infrastructure and improvements by DEVELOPER as identified in Paragraph 2 of this Agreement; b) completion of DISTRICT's due diligence investigation as identified in Paragraph 6(b) of this Agreement, and in accordance with any additional due diligence requirements mutually agreed to in the Purchase Agreement; c) approval of the School Site for school purposes by the state of California; and d) satisfaction of all contingencies as mutually agreed to in the Purchase Agreement. Upon execution of the Purchase Agreement of the School Site, the DISTRICT and the affected DEVELOPER shall open escrow for the School Site in accordance with the provisions of the Purchase Agreement.

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(c) Changes To School Site Location. In the event the School Site is not deemed to be acceptable for the New School by the DISTRICT or any regulatory or administrative agency with authority to approve the School Site, any alternate School Site must satisfy all requirements of the appropriate federal, state and local agencies regarding appropriate School Site locations. DEVELOPER with land in the Greenbriar Project shall bear all costs associated with the approval of such alternative site through any applicable federal, state or local agencies, including the preparation and submission of any map changes through the City, or any successor land use permitting authority.

7. [Reserved]

8. Contingencies.

(a) This Agreement is contingent upon the DISTRICT passing a General Obligation Bond measure at the November 2006 election which includes funding for the New School at the level specified in Exhibit "B" (the "Bond Measure"). In the event the Bond Measure fails to receive approval of the voters, this Agreement shall automatically terminate, and the DEVELOPER and DISTRICT agree to enter into good faith negotiations to provide for adequate funding to accommodate students generated from the Project.

(b) This Agreement is also contingent upon the annexation of the Project into the City of Sacramento and the tentative map approval for the Project by the City of Sacramento.

9. Additional Charges.

(a) Payments proposed by this Agreement are in lieu of any fees the DISTRICT might have imposed under Government Code sections 65995, *et seq.* and Education Code section 17620, *et seq.*, ("Developer Fee Legislation") or any other authorization the DISTRICT may have to collect fees. DEVELOPER shall not be required to pay the DISTRICT any fees, charges or dedications in addition to the Mitigation Amounts required by Paragraphs 3 and 4 above except as follows:

(b) Notwithstanding any provision of this Agreement to the contrary, the DISTRICT shall have the right to seek approval of a DISTRICT-wide general obligation bond approved by the voters, or a DISTRICT-wide community facilities district special tax approved by the voters pursuant to the Mello-Roos Community Facilities Act of 1983, as amended, in accordance with applicable law (each, a "New Assessment"), which New Assessment may include the DEVELOPER's properties and, if approved, the owners(s) of the Property would not be exempt from paying amounts imposed upon the DEVELOPER's properties under the New Assessment in addition to the payments otherwise required under this Agreement.

10. Full Mitigation. DISTRICT agrees that the measures set forth herein, when implemented, will satisfy DEVELOPER's obligations respecting school facilities for the Project. DISTRICT agrees not to oppose the Project and its development, whether directly or indirectly through interactions with the City, county, or any other federal, state or local entity, including without limitation any homeowners or similar association. As long as DEVELOPER is in compliance with this Agreement, DISTRICT agrees not to seek other forms of mitigation including, without limitation, Level 2 or Level 3 fees from DEVELOPER or other builders

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within the Project related to the provision of school and educational facilities to serve the students from the Project.

11. Accounting. All funds received by the DISTRICT pursuant to this Agreement shall be accounted for in an identifiable manner.

12. Support, Cooperation And Waiver Of Protest.

(a) Payment of the Mitigation Amounts as set forth in Paragraphs 3 and 4 shall be made by DEVELOPER without protest. DEVELOPER and DISTRICT acknowledge that Government Code section 66020(d)(1) provides that local agencies, including school districts, shall provide a project applicant notice, in writing, at the time of imposition of fees, dedications, reservations, or other exactions, a statement of the amount of fees, or a description of the dedications, reservations, or exactions and a notification that the 90-day approval period in which the applicant may protest such fees has begun. DEVELOPER agrees that DEVELOPER has voluntarily entered this Agreement and knowingly and willingly waives all rights of protest under Government Code sections 66020, 66021 or 66022, or any other provision of law with respect to school fees and protest rights. DEVELOPER agrees that in the event that a 90-day approval period cannot be waived, this Agreement includes a description of the exactions which have been required of DEVELOPER with respect to the Project. DEVELOPER further acknowledges that the 90-day approval period described above, in the event that such a waiver cannot be waived, will commence as of the Effective Date.

(b) DEVELOPER agrees that the payments provided for herein which are in excess of any amounts payable pursuant to the Developer Fee Legislation, if any, are not fees, charges, dedications or any other requirements within the meanings of the Developer Fee Legislation, but are completely voluntary payments made by DEVELOPER to assist the DISTRICT in providing school facilities, to enhance the school facilities, and to enhance the marketability of the Project.

13. Binding On Heirs, Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Retail tenant and homeowners in the Project are not heirs, successors and assigns and are not subject to, nor do they benefit from this Agreement.

14. Covenant Remaining With The Land. This Agreement is for the benefit of the DISTRICT and the properties described in Exhibit "A," and is intended to preserve the value of said properties and enhance their development. A Memorandum of Agreement shall be recorded pursuant to Paragraph 18 and this Agreement shall constitute a covenant running with the land.

15. Release. After payment of the Mitigation Amounts in Paragraph 4 on a lot-by-lot basis, DISTRICT shall provide DEVELOPER and/or its successors in interest with written evidence of compliance satisfying DEVELOPER's obligations respecting school facilities and the payment of the Mitigation Amounts in a form required by the City to support issuance of building permits.

16. Disputes. If a dispute arises relating to the interpretation of, enforcement of, or compliance with the terms of this Agreement, the DEVELOPER and the DISTRICT shall first

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attempt to resolve such dispute through informal discussions or negotiations. Any party may convene such discussions by written notice, and shall reasonably accommodate the other parties with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days, it may be referred to mediation upon the request of either party for a period not to exceed an additional thirty (30) days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

17. Breach, Default And Cure.

(a) If a Party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days following receipt of written notice of breach from the non-defaulting party (the "Breach Notice") to cure such breach or noncompliance (the "Cure Period"). If such breaching party shall not have cured such breach or noncompliance within the Cure Period and after the expiration of fifteen (15) days from the later of the expiration of the Cure Period and the date it receives written notice of default (the "Default Notice"), it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more than thirty (30) days to cure, the breaching party shall not be in Default under this Agreement so long as the breaching party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that each of the Breach Notice and the Default Notice shall set forth in reasonable detail the nature of the breach, noncompliance or Default, as the case may be. Copies of all notices required hereunder shall be sent to all Parties in this Agreement.

(b) Default Remedies. Upon a Default pursuant to Paragraph 17(a), the nondefaulting Party(s) shall have the following cumulative rights and remedies: (a) to specifically enforce the obligations under this Agreement, or (b) to exercise any and all other rights and remedies the non-defaulting Party(s) may have under this Agreement and/or under the law by reason of the Default.

18. Assignment Of Liability.

(a) In General. DEVELOPER acknowledges that all terms and conditions of this Agreement shall be binding on all successors-in-interest, including, but not limited to purchasers of all or a portion of DEVELOPER's property. Any and all successors-in-interest shall assume all liability for all or the portion of property, subject to this Agreement, if at all, purchased from DEVELOPER.

(b) Memorandum Of Agreement; Notice Of Assignment; Assignment And Assumption Agreement. The Parties shall execute a Memorandum of Agreement with respect to this Agreement which shall be recorded with reference to the real property described in Exhibit "A," attached. Upon any sale or transfer of any parcel of land in bulk or individual lot which occurs prior to issuance of final building inspection or certificate of occupancy, DEVELOPER shall give written notice of the sale or transfer, including the name, address, telephone number of purchaser or transferee. The DISTRICT shall require DEVELOPER and any successor in interest to DEVELOPER to execute an Assignment and Assumption agreement in a form which reflects and acknowledges the terms of this Agreement.

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(c) This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any residential lot within the Project, upon full payment of mitigation payments as stated in Section 4 with respect to such residential lot and the completion of construction of such improved residential lot and conveyance of such improved residential lot by DEVELOPER, or any successor-in-interest of DEVELOPER, to a bona-fide good-faith purchaser thereof.

19. Notices. All notices or other communications that may be given under this Agreement shall be in writing and shall be served personally or by certified or first-class mail, postage prepaid, return receipt requested, or sent by overnight delivery, postage prepaid, addressed as follows or to such other address as either party may provide the other party in writing:

If to DISTRICT: Frank Porter, Superintendent
RIO LINDA UNION SCHOOL DISTRICT
627 L Street
Rio Linda, California 95673

If to DEVELOPER: North Natomas 575 Investors, LLC
7700 College Town Drive, Suite 101
Sacramento, California 95822
Attn: Mark Enes

20. Entire Agreement, Waivers And Amendments. This Agreement, and any written agreement entered into by the Parties with respect to the Property, incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by DISTRICT and DEVELOPER.

21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same Agreement.

22. California Law. This Agreement shall be governed and construed in accordance with the laws of the state of California.

23. Additional Representations And Warranties.

(a) DEVELOPER represents and warrants that the individual(s) executing this Agreement on their behalf have the legal power, right and actual authority to bind DEVELOPER to the terms and conditions of this Agreement.

(b) DISTRICT represents and warrants that the individual(s) executing this Agreement on behalf of DISTRICT have the legal power, right and actual authority to bind the DISTRICT to the terms and conditions of this Agreement.

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24. Severability. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the state of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

25. Time. Time is of the essence of this Agreement and of each and every term.

26. Attorney's Fees. In the event of any action or proceeding brought by either party against the other party under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs in such action or proceeding in such amount as the court may adjudge.

27. Assignment. DEVELOPER shall not assign this Agreement or any right or privilege DISTRICT might have under this Agreement without the prior written consent of DISTRICT, in its sole and exclusive discretion. Notwithstanding the foregoing, upon prior written notice to the DISTRICT, DEVELOPER may assign this Agreement to DEVELOPER's builders without first obtaining DISTRICT consent.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

29. Exhibits. The Exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

"A" - DESCRIPTION OF PROJECT PROPERTY

"B" - NEW ELEMENTARY SCHOOL FINANCING PLAN

30. Effect Of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Paragraph as though fully set forth herein, and DEVELOPER and DISTRICT acknowledge and agree that they are each bound by the same.

31. Nondiscrimination. There shall be no discrimination by DEVELOPER nor DISTRICT against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

32. Rights And Remedies Are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same Default or any other Default by another Party.

33. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

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34. Cooperation. DISTRICT and DEVELOPER acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both DISTRICT and DEVELOPER hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

35. Interpretation Guides. In interpreting this Agreement, it shall be deemed that the Agreement was prepared by the parties jointly and no ambiguity shall be resolved against either party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision thereof. Headings used in this Agreement are for convenience and ease of reference only and are not intended nor may be constructed as a guide to interpret any provision of this Agreement.

36. Due Authority Of Signatories To Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents to enter into this Agreement on behalf of the party.


37. No Joint Venture. The relationship of the Parties to this Agreement is determined solely by the provisions of this Agreement. This Agreement does not create and shall not be construed to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of parties to an arm's length contract.

38. Eminent Domain. Nothing in this Agreement shall prevent the DISTRICT from exercising its rights of eminent domain pursuant to law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

DISTRICT

RIO LINDA UNION SCHOOL DISTRICT
a California public school district

By: 
Frank Porter
Its: Superintendent

APPROVED AS TO FORM:

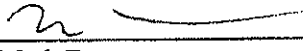

Counsel for DISTRICT

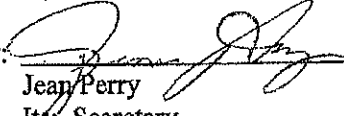
DEVELOPER

NORTH NATOMAS 575 INVESTORS, LLC,
a California limited liability company

By: North Natomas Sac Region, LLC, a California
limited liability company, Managing Member

By: AKT Investments, Inc., a California corporation,
Managing Member

By: 
Mark Enes
Its: Executive Vice President

By: 
Jean Perry
Its: Secretary

APPROVED AS TO FORM:

Counsel for DEVELOPER

Execution Version

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a California public school district

By: Frank Porter
Frank Porter
Its: Superintendent

APPROVED AS TO FORM:

[Signature]
Counsel for DISTRICT

DEVELOPER

NORTH NATOMAS 575 INVESTORS, LLC,
a California limited liability company

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limited liability company, Managing Member

By: AKT Investments, Inc., a California corporation,
Managing Member

By: _____
Mark Enes
Its: Executive Vice President

By: _____
Jean Perry
Its: Secretary

APPROVED AS TO FORM:

Counsel for DEVELOPER

Execution Version

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DISTRICT

RIO LINDA UNION SCHOOL DISTRICT
a California public school district

By: Frank Porter
Frank Porter
Its: Superintendent

APPROVED AS TO FORM:

[Signature]
Counsel for DISTRICT

DEVELOPER

NORTH NATOMAS 575 INVESTORS, LLC,
a California limited liability company

By: North Natomas Sac Region, LLC, a California
limited liability company, Managing Member

By: AKT Investments, Inc., a California corporation,
Managing Member

By: _____
Mark Enes
Its: Executive Vice President

By: _____
Jean Perry
Its: Secretary

APPROVED AS TO FORM:

[Signature]
Counsel for DEVELOPER

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EXHIBIT "A"

DESCRIPTION OF PROJECT PROPERTY

(Attached)

Execution Version

EXHIBIT "A"
LEGAL DESCRIPTION

AS TO PARCEL A:

All that portion of Lot 98, as shown on the "Map of Natomas Central Subdivision", recorded in Book 16 of Maps, Map No. 3, records of said County, described as follows:

BEGINNING at the iron pipe set in concrete marking the Southwest corner of said Lot 98, said iron pipe also marking the section corner common to Sections 3, 4, 33 and 34, Township 9 North, Range 10 East, M.D.B. & M.; thence South $89^{\circ} 39'26''$ West 930.02 feet to the Southwest corner of said Lot 98; thence North $0^{\circ} 32'57''$ West 367.19 feet along the West lot line of said Lot 98 to the true point of beginning; thence from the said true point of beginning along said West lot line North $0^{\circ} 32'57''$ West 893.60 feet to the Southwest corner of Parcel 3 of that certain real property conveyed to the State of California by Deed recorded September 27, 1968, in Book 6809-27 of Official Records, at page 495; thence leaving the West lot line of said Lot, North $89^{\circ} 28'29''$ East 645.30 feet to the point on the West line of Parcel No. 1 of the above mentioned Deed; thence along a curve to the right with a radius of 1135.00 feet, through an angle of $58^{\circ} 05'13''$, an arc length of 1150.67 feet, to the true point of beginning.

APN: 201-0300-049

AS TO PARCEL B:

All that portion of Lots 93, 94, 95 and 127, as shown on the "Plat of Natomas Central Subdivision", recorded in Book 16 of Maps, Map No. 3, records of said County, described as follows:

BEGINNING at the Southwest corner of said Lot 93; thence North $00^{\circ}23'35''$ West along the Westerly line of said lot 1146.83 feet to the true point of beginning; thence continuing along said Westerly line and the Westerly lines of said Lots 94 and 95, North $00^{\circ}23'35''$ West 1493.88 feet to the Northwest corner of said Lot 95; thence continuing North along the Westerly line of said Lot 127, North $00^{\circ}31'35''$ West 186.50 feet; thence leaving and Westerly line, South $87^{\circ}42'35''$ East 410.21 feet; thence South $00^{\circ}23'35''$ East parallel to said Westerly lines of Lots 93, 94 and 95 a distance of 2280.67 feet, more or less to the Northerly line of the right of way as granted to the State of California for Freeway 03-SAC-4 and described in Deed thereof recorded August 6, 1955 in Book 5301, Page 601, Official Records, Sacramento County, California; thence Westerly and Northerly along said right of way line the following courses and distances North $55^{\circ}50'07''$ West 311.45 feet North $55^{\circ}16'59''$ West 145.23 feet, North $05^{\circ}43'01''$ West 125.58 feet North $00^{\circ}14'00''$ West 235.00 feet, south $89^{\circ}46'00''$ West 23.04 feet to the true point of beginning.

EXCEPTING THEREFROM an undivided one-half interest in all oil, gas and mineral and other hydrocarbon substances below 500 feet from the surface of said land, as reserved in the Deed from Crocker National Bank, a national banking association to Philip B. Wallace and Barbara L. Wallace, his wife, recorded March 31, 1980 in Book 800331, Page 1114, Official Records, Sacramento County. A Quitclaim Deed releasing all rights to entry of the surface of said lands, recorded December 31, 1984, in Book 841231, at Page 2729, Official Records.

APN: 201-0300-067, 068, 069 and 070

EXHIBIT "A"
LEGAL DESCRIPTION
(CONTINUED . . .)

AS TO PARCEL C:
PARCEL ONE:

That portion of Lots 88 and 98 of the "Natomas Central Subdivision" recorded September 18, 1920, in Book 16 of Maps, at Page 3, records of Sacramento County, described as follows:

Beginning at the Easterly terminus of course numbered "4" in Director's Deed (easement) recorded July 16, 1976, in Book 76-07-16 at Page 567, Official Records of Sacramento County; thence from said point of beginning N. 89°28'29" E. 85.20 feet; thence S. 00°35'41" E. 171.79 feet; thence S. 04°23'05" W. 564.38 feet; thence along a tangent curve to the right with a radius of 775.00 feet, through a central angle of 78°23'43", an arc distance of 1060.40 feet, thence N. 00°32.57" W. 178.69 feet to the Southwest corner of said Lot 98; thence along the Westerly line of said Lot 98, N. 00°32' 57" W. 367.19 feet; thence leaving said Westerly line from a tangent that bears N. 64°20'14" E., along a curve to the left with a radius of 1136.00 feet, through a central angle of 58°05'13", an arc distance of 1150.67 feet to the point of beginning.

Basis of bearings is the California State Coordinate System of 1927, Zone 2, distances are ground distances. Multiply by 0.99994 to obtain grid distances.

Excepting therefrom all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefore and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise such manner as to endanger the safety of any highway that may be constructed on said lands, as excepted in the deed to the State of California, recorded August 6, 1965, in Book 5301, Page 601, Official Records, as to that portion lying within Lot 98 and as excepted in the Final Order of Condemnation of the State of California, recorded April 11, 1967, in Book 67-04-11, Page 373, Official Records, as to that portion lying within Lot 88.

APN: 201-0300-081 and 201-0300-083

PARCEL TWO:

That portion of Lots 88 and 96 of the "Natomas Central Subdivision" recorded September 18, 1920, in Book 16 of Maps, at Page 3, records of Sacramento County, described as follows:

EXHIBIT "A"
LEGAL DESCRIPTION
(CONTINUED . . .)

Beginning at the Westerly terminus of the course described as "N.72°09'54" E. 403.54 feet in deed to State of California recorded August 6, 1965, in Book 5301 at Page 601, Official Records of Sacramento County; thence from said point of beginning along said course N. 72°09'54" E. 403.54 feet to the Easterly terminus thereof; thence along a tangent curve to the left with a radius of 1195.00 feet through a central angle of 7°49'40", an arc distance of 155.06 feet to a point in the Easterly line of said Lot 96, distant Northerly 367.19 feet from the Southeast corner thereof; thence along said Easterly line and its Southerly prolongation S. 00°32'57" E. 543.88 feet; thence from a tangent that bears S. 82°46'48" W. along a curve to the right with a radius of 775.00 feet, through a central angle of 27°40'42", an arc distance of 374.38 feet; thence N. 69°32'30" West 270.97 feet; thence N. 67°19'28" W. 476.65 feet; thence N. 81°09'58" W. 0.14 feet to the Easterly terminus of the course described as "S. 81°09'58" E. 306.86 feet" in said deed to State of California; thence from a tangent that bears S. 81°09'58" E. along a curve to left with a radius of 1150.00 feet, through a central angle of 26°40'08", an arc distance of 535.28 feet to the point of beginning.

Basis of bearings is the California State Coordinate System of 1927, Zone 2, distances are ground distances. Multiply by 0.99994 to obtain grid distances.

Excepting therefrom all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefore and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise such manner as to endanger the safety of any highway that may be constructed on said lands, as excepted in the deed to the State of California, recorded August 6, 1965, in Book 5301, Page 601, Official Records, as to that portion lying within Lot 96 and as excepted in the Final Order of Condemnation of the State of California, recorded April 11, 1967, in Book 67-04-11, Page 373, Official Records, as to that portion lying within Lot 88.

APN: 201-0300-079 and 201-0300-080

PARCEL THREE:

A portion of that certain easement conveyed to Reclamation District 1000, by Director's Deed recorded September 24, 1976, in Book 76-09-24, Page 1067, Official Records of Sacramento County.

Said portion is that part thereof described as follows:

EXHIBIT "A"
LEGAL DESCRIPTION
(CONTINUED . . .)

Beginning at a point in the Westerly line of said easement being the most Southerly corner of that certain easement described in Easement Deed to State of California recorded December 30, 1987, in Book 87-12-30, Page 1281, said Official Records; thence from said point of beginning along said Westerly line S. 04°20'58" W. 541.51 feet; thence S. 04°45'58" W. 100.43 feet to the Southwest corner of said easement to Reclamation District 1000; thence along the Southerly line of last said easement N. 89°28'29" E. 30.21 feet to the South corner thereof; thence along the Easterly line of last said easement from a tangent that bears N. 06°15'01" E. along a curve to the left with a radius of 1135.00 feet through an angle of 01°54'03" an arc distance of 37.66 feet; thence N. 04°20'58" E. 251.81 feet; thence leaving said Easterly line N. 00°33'00" W. 351.20 feet to the point of beginning.

APN: 201-0300-085

AS TO PARCEL D:

Lots 93, 94, 95, 96, 97, 98, 124, 125, 126, 127, 128 and 129, as shown on the "Plat of Natomas Central Subdivision", recorded in Book 16 of Maps, Map No. 3, records of said County.

EXCEPTING THEREFROM the following ten (10) parcels:

(A) That portion of said Lots 93, 94, 95 and 127 described as follows:

BEGINNING at the Southwest corner of said Lot 93; thence North 0° 23'35" West along the Westerly line of said lot 1146.83 feet to the true point of beginning; thence continuing along said Westerly line and the Westerly lines of said Lots 94 and 95, North 0° 23'35" West 1493.08 feet to the Northwest corner of said Lot 95; thence continuing Northerly along the Westerly line of said Lot 127, North 0° 31'35" West 186.50 feet; thence leaving said Westerly line South 87° 42' 35" East 410.22 feet; thence South 0° 23'35" East parallel to said Westerly lines of said Lots 93, 94 and 95 a distance of 2280.67 feet, more or less, to the Northerly line of the right of way as granted to the State of California for Freeway 03-SAC-5 and described in deed thereof, recorded August 6, 1965, in Book 5301, Page 601, Official Records, Sacramento County, California; thence Westerly and Northerly along said right of way line the following courses and distances: North 55° 50'07" West 311.45 feet, North 55° 16'59" West 145.23 feet, North 5° 43'01" West 125.58 feet, North 0° 14'00" West 235.00 feet, South 89° 48'00" West 23.04 feet to the true point of beginning.

(B) That portion of said Lots 93, 94 and 96 bounded and described as follows:

BEGINNING at the bold set in a concrete monument marking the corner common to Sections 32, 33, 5 and 4, T. 9 & 10 N., R. 4 E., M.D.M., and the Southwest corner of said Lot 93, (from which point of beginning the 2-1/2 inch iron pipe in a concrete monument marking the corner common to Sections 33, 34, 4 and 3, T. 9 & 10 N., R. 4 E., M.D.M., bears North 89° 39'26" East 5185.64 feet); thence from said point of beginning along the Westerly line of said Lots 93 and 94 North 0° 23'35" West 1146.83 feet; thence leaving said Westerly line North 89° 46'00" East 23.04; thence South 0° 14'00" East 235.00 feet; thence South 5° 43'01" East 125.58 feet; thence South 55° 16'59" East 145.23 feet;

EXHIBIT "A"
LEGAL DESCRIPTION
(CONTINUED . . .)

thence South 55° 50'07" East 581.11 feet; thence along a curve to the left with a radius of 450.00 feet, through an angle of 32° 01'28" an arc length of 251.52 feet (the chord of which curve bears South 71° 50'51" East 248.26 feet); thence South 86° 36'28" East 461.81 feet to a point distance North 0° 14'00" West 121.00 feet from Engineer's Station "C" 326 + 33.00 of the Department of Public Works' Survey from El Centro Boulevard to the Sacramento River near Elkhorn State Highway III-SAC-238-C (now O3-SAC-5); thence North 89° 46'00" East 777.96 feet; thence along a curve to the right with a radius of 5000.00 feet, through an angle of 9° 04'02" an arc length of 791.26 feet (the chord of which curve bears South 85° 41'59" East 790.44 feet); thence South 81° 09'58" East 306.86 feet; thence along a curve to the left with a radius of 1150.00 feet through an angle of 26° 40'08", an arc length of 535.28 feet (the chord of which curve bears North 85° 29'58" East 530.46 feet); thence North 72° 09'54" East 403.54 feet; thence along a curve to the left with a radius of 1135.00 feet, through an angle of 7° 49'40" an arc length of 155.06 feet (the chord of which curve bears North 68° 15'04" East 154.94 feet) to a point in the Easterly line of said Lot 96; thence along said Easterly line South 0° 32'57" East 367.19 feet to the Southeast corner of said Lot 96; thence along the Southerly line of said Lots 96 and 93, South 89° 39'26" West 4265.61 feet to the said point of beginning of the portion herein described.

(C) That portion of said Lots 98 and 124, described as follows:

BEGINNING at the iron pipe set in concrete marking the Southeast corner of said Lot 98, said iron pipe also marking the section corner common to Sections 3, 4, 33 and 34 Township 9 and 10 North, Range 4 East, M.D.B.&M.; thence (1) from said point of beginning along the East line of said Lot 98 and 134, North 0° 32'55" West 2893.76 feet; thence (2) leaving said East line South 89° 28'29" West 200.12 feet; thence (3) South 0° 31'31" East 452.13 feet; thence (4) South 4° 20'58" West 943.83 feet; thence (5) along a curve to the right with a radius of 1135.00 feet, through an angle of 59° 59'16" an arc length of 1188.33 feet to the West line of said Lot 98; thence (6) along last said line South 0° 32'57" East 367.19 feet to the Southwest corner of last said lot, said corner of being distant 450.33 feet Northeasterly measured radially from the base line at Engineer's State "CI" 298 + 75.61 of the Department of Public Works' Survey on Road O3-SAC-5 from Post Mile 22.0 to Post Mile 34.7; thence (7) along the South line of said Lot 98, North 89° 39'26" East 930.02 feet to the point of beginning.

(D) That portion of said Lot 98 described as follows:

BEGINNING at a point which is the Northerly terminus of Course (6) as said course is numbered and described in Parcel C hereinabove; thence from said point of beginning along said West line North 0° 32'57" West 893.60 feet; thence leaving last said line North 89° 28'29" East 645.30 feet; thence along a curve to the right with a radius of 1135.00 feet through an angle of 58° 05'13", an arc length of 1150.67 feet to the point of beginning.

EXHIBIT "A"
LEGAL DESCRIPTION
(CONTINUED . . .)

(E) That portion of said Lots 98 and 124 described as follows:

BEGINNING at a point which is the Westerly terminus of Course (2) as said course is described and numbered in Parcel C hereinabove, said point being distant 145.00 feet Westerly, measured at right angle from Engineer's Station "T2" 123+65.00 of said survey; thence from said point of beginning South 0° 31'31" East 452.13 feet; thence South 04° 20'58" West 943.83 feet; thence along a curve to the right with a radius of 1135 feet, through an angle of 1° 54'03", an arc length of 37.65 feet; thence South 89° 28'29" West 610.30 feet; thence North 00° 32'57" West 100.00 feet; thence North 89° 28'29" East 589.39 feet; thence North 04° 20'58" East 882.34 feet; thence North 00° 31'31" West 510.85 feet; thence North 89° 28'29" East 130.09 feet to a point in the Westerly line of El Centro Road; thence along last said line South 00° 32'55" East 60.00 feet; thence leaving last said line South 89° 28'20" West 100.12 feet to the point of beginning.

(F) That portion of said Lot 124 described as follows:

BEGINNING at a point in Course No. 2 distant N. 89° 28'29" E. 0.70 feet from the Westerly terminus of said course as said course is described and numbered in Parcel No. 1 of deed recorded September 27, 1968 in Book 68-09-27 at page 495, Official Records of Sacramento County; THENCE from said point of beginning along said course N. 89° 28'29" E. 99.07 feet to a point in the Westerly line of existing State Route 99; thence along said Westerly line N. 00° 32'55" W. 60.00 feet; thence leaving said Westerly line S. 89° 28'29" W. 99.07 feet; thence S. 00° 33'00" E. 60.00 feet to the point of beginning.

(G) That portion of Lot 124 described as follows:

BEGINNING at the Northeast corner of said Lot 124; thence from said point of beginning along the Easterly line of said Lot 124 South 00° 32'55" East 2597.21 feet to the Northeast corner of that tract of land described as Parcel No. 1 in deed to State of California recorded September 27, 1968 in Book 68-09-27 at Page 495, Official Records of Sacramento County; thence along the Northerly line of said tract South 89° 28'29" West 100 feet to a point on the Westerly line of existing State Route 99; thence along said Westerly line North 00° 32'55" West 60.00 feet; thence leaving said Westerly line along the Northerly line of Parcel No. 3 of said deed to State of California South 89° 28'29" West 99.07 feet; thence North 00° 33'00" West 740.19 feet; thence North 00° 50'00" West 503.75 feet; thence from a tangent that bears North 01° 41'45" West along a curve to the left with a radius of 2940.00 feet, through a central angle of 03° 11'29" an arc distance of 163.76 feet; thence North 04° 53'14" West 441.28 feet; thence along a tangent curve to the left with a radius of 590.00 feet, through a central angle of 14° 25'09" an arc distance of 148.48 feet; thence along a compound curve with a radius of 475.00 feet, through a central angle of 65° 52'13" an arc distance of 548.09 feet; thence North 80° 17'18" West 196.63 feet; thence North 82° 16'41" West 150.00 feet; thence North 86° 09'04" West 212.12 feet; thence North 82° 16'41" West 160.00 feet; thence North 00° 02'44" West 41.54 feet to a point in the Northerly line of said Lot 125; thence along the Northerly lines of said Lots 125 and 124 South 89° 47'35" East 459.54 feet; thence North 89° 52'55" East 930.18 feet to the point of beginning.

EXHIBIT "A"
LEGAL DESCRIPTION
(CONTINUED . . .)

(H) That portion of Lots 124 and 125 described as follows:

BEGINNING at a point in the Northerly line of said Lot 125 distant North 89° 47'35" West 459.54 feet from the Northeast corner of said Lot 125; thence from said point of beginning along the Northerly line of said Lot 125 North 89° 42'35" West 113.51 feet; thence leaving said Northerly line South 00° 02'44" East 65.44 feet; thence South 45° 00'00" East 112.24 feet; thence South 82° 16'41" East 180.00 feet; thence North 07° 43'19" East 106.50 feet; thence North 82° 16'41" West 160.00 feet; thence North 00° 02'44" West 41.54 feet to the point of beginning.

(I) As to a portion of said Lots 125, 126, 127, 128 and 129, a fifty percent (50%) interest in and right to oil, gas (including casing-head gas and helium, carbon dioxide, argon, nitrogen, krypton, xenon and neon) and other hydrocarbon substances in and under said real property as reserved in deed from Sullivan Bros., a Limited Partnership, et al., to Francisco J. Ayala, et ux., recorded June 27, 1978 in Book 780627, O.R. 547.

(J) As to a portion of said Lots 93, 94, 95, 96, 97, 98 and 127 to Earl G. Town and Paula Westby Town, husband and wife, as joint tenants with right of survivorship, a life estate measured by the life of the survivor of Earl G. Town or Paula Westby Town, 50% of all oil, gas, mineral and other hydrocarbon substances including but not limited to geothermal steam, as reserved in the deed from Paula Westby Town and Earl G. Town, to Francisco J. Ayala and Mary H. Ayala, his wife as community property, recorded June 15, 1978, in Book 780615, Official Records, Page 885.

APN: 201-0300-071, 076 and 077

EXHIBIT "A" (continued)
 GREENBRIAR BOUNDARY MAP PROVIDED FOR GENERAL REFERENCE PURPOSES ONLY
 THE LEGAL DESCRIPTION CONTAINED ON EXHIBIT "A" CONTROLS IN THE EVENT OF ANY DISCREPANCY

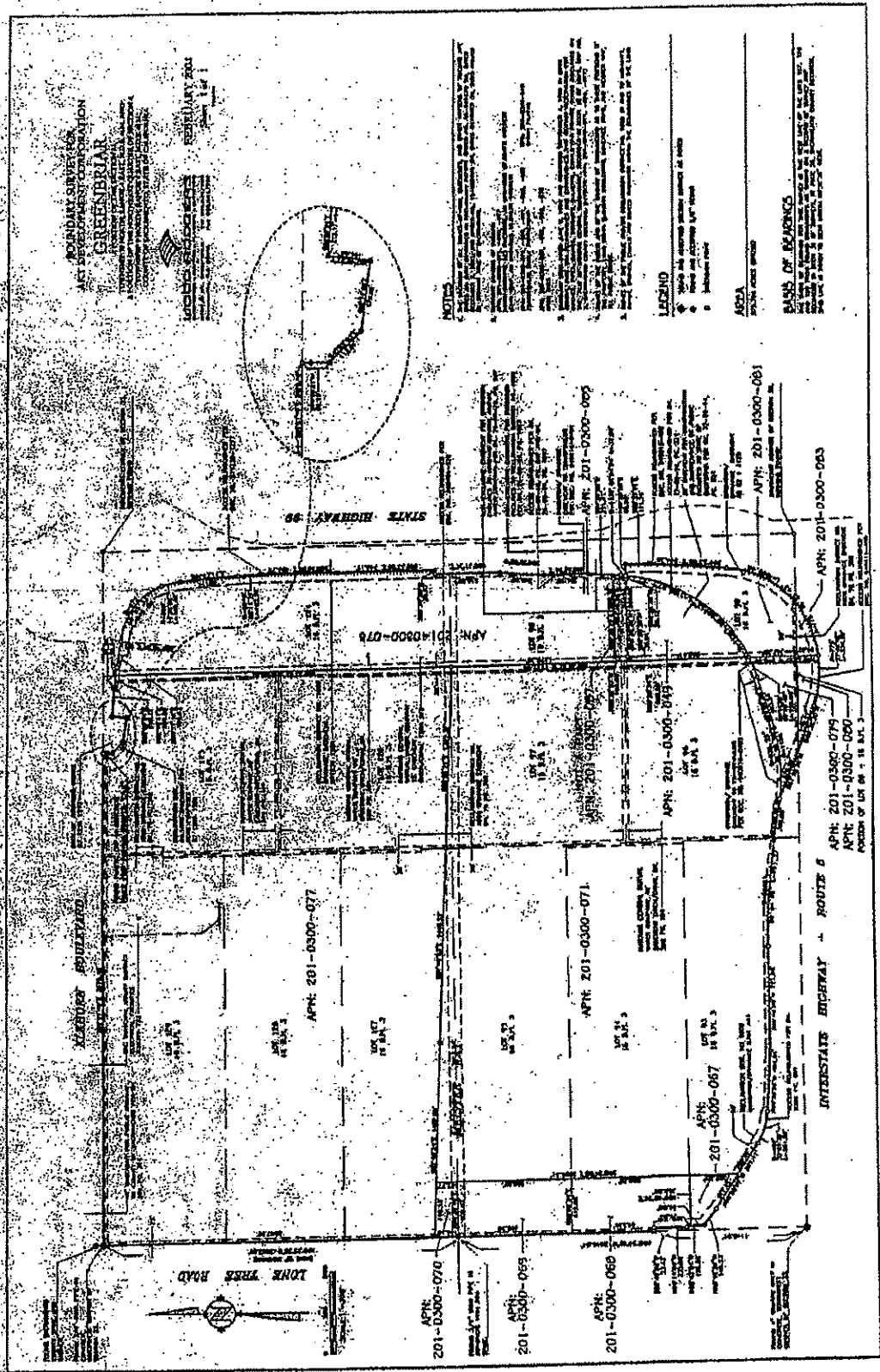


EXHIBIT "B"

New Elementary School Financing Plan

(Attached)

Execution Version

EXHIBIT "B"

Table 1
New Elementary School Financing Plan
Assumptions

Greenbriar Class Loading for a school of 713 students

Grade	Estimated # of Students	Rooms Needed	Minimum # of Rooms Needed	Squares Feet per Room	Total Squares Feet	Cost per Square Foot	Builder pulls 1st Permits					Totals															
							2007-08	2008-09	2009-10	2010-11	2011-12		2012-13	2013-14													
K	100	20	5.00	1,320	6,600	\$ 225																					
1	100	20	5.00	960	4,800	\$ 225																					
2	100	20	5.00	960	4,800	\$ 225																					
3	100	20	5.00	960	4,800	\$ 225																					
4	100	20	5.00	960	4,800	\$ 225																					
5	100	20	3.57	950	3,840	\$ 225																					
6	100	28	3.57	950	3,840	\$ 225																					
	700		30.71		32,520	\$	7,317,000																				
Special Day Classes (13 students)			2.00	960	1,920	\$ 225																					
RSP and DIS Classes			2.00	700	1,400	\$ 225																					
Additional rooms for grade overflow			2.00	960	1,920	\$ 225																					
Total classes projected			38.00		36,360	\$	8,486,000																				
Core Facility																											
Administration (2 1/2 sq ft per student)					1,783	\$ 350	\$ 623,875																				
Library (2 sq ft per student)					1,426	\$ 350	\$ 499,100																				
Auxiliary (10% of total sq ft)					3,538	\$ 300	\$ 1,060,800																				
Roof Purpose/CyberFood Services					8,000	\$ 350	\$ 2,800,000																				
Site Improvement Costs (\$175,000 per acre)					51,266		\$ 1,750,000																				
Total construction costs							\$ 16,389,775																				
Architect and Engineering Fees @ 10%							\$ 1,638,978																				
Plan Check Fees (CDE, DSA, DTSA, Other) (2.5%)							\$ 381,494																				
Testing and Inspection (2.5%)							\$ 381,494																				
Furniture and Equipment							\$ 137,781																				
Construction Contingency (10%)							\$ 1,638,978																				
Land Acquisition (\$800,000 per acre which does not include the stub up to the 10 acres)							\$ 6,000,000																				
Total Costs							\$ 28,212,800																				
Cost per student							\$	39,851																			

* The timelines for the construction of the school are only estimates. The District is not obligated to construct the school until the District has determined, in its sole discretion, that adequate funding has been received from the developers. These costs do not include increased design and construction costs resulting from required mitigation due to location near airport and freeways.

EXHIBIT "B"

Table 2
New Elementary School Financing Plan
Revenue Sources

Developer Contributions		[1]	[2]	Avg. Est. Level 1		Total Level 1		Supplemental		Total	
Lot Size	Type	# DU	Sq/Ft per DU	Sq/Ft	Fees per Sq/Ft	Fees	Fees per Lot	Fees	Fees	Supplemental	Developer Contribution
60 x 100	LDR	116	2,000	1.23	\$	285,360	4,661	\$	540,676	\$	826,036
55 x 100	LDR	216	2,000	1.23	\$	531,360	4,066	\$	878,040	\$	1,409,400
50 x 100	LDR	351	2,000	1.23	\$	863,460	3,794	\$	1,331,694	\$	2,195,154
45 x 100	LDR	296	2,000	1.23	\$	728,160	3,523	\$	1,042,808	\$	1,770,968
40 x 90 Front Loaded	LDR	230	2,000	1.23	\$	565,800	3,035	\$	698,050	\$	1,263,850
40 x 90 Alley Loaded	LDR	217	2,000	1.23	\$	533,820	3,035	\$	658,595	\$	1,192,415
Total Low Density		1,426				\$ 3,507,960		\$	5,149,863	\$	8,657,823
35 x 80 Alley Loaded	MDR	378	1,500	1.23	\$	697,410	2,601	\$	983,178	\$	1,680,588
35 x 70	MDR	230	1,500	1.23	\$	424,350	2,412	\$	554,760	\$	979,110
35 x 70 Alley Loaded	MDR	216	1,500	1.23	\$	398,520	2,222	\$	479,952	\$	878,472
8 (10) Cluster	MDR	136	1,500	1.23	\$	250,920	2,059	\$	280,024	\$	530,944
Total Medium Density		960				\$ 1,771,200		\$	2,297,914	\$	4,069,114
Total High Density		343	900	1.23	\$	379,701	1,561	\$	535,423	\$	915,124
Total Senior Housing		267	750	0.20	\$	40,050	1,171	\$	312,657	\$	352,707
Total Commercial		290,000		0.20	\$	58,000		\$	-	\$	58,000
Total Developer Contributions		2,996				\$ 5,756,911		\$	8,295,857	\$	14,052,768
District Contributions											
Local Bond Revenues											\$ 10,160,000
State New Construction Apportionment											\$ -
City Portion of MP Room Costs											\$ 500,000
State Joint Use Match											\$ 500,000
Total District Contributions											\$ 11,160,000
Total Revenues											\$ 25,212,768

[1] Average square footage per unit is an estimate and has been provided to estimate fee revenue. Actual square footage per unit may vary and may change the subtotals per unit type.

[2] RLUSD portion of current \$2.63 per sq ft for residential and \$0.42 per sq ft for non-residential and age-restricted senior housing Level 1 Fees.

RESOLUTION NO. 2007-323

Adopted by the Sacramento City Council

May 29, 2007

APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE PROPOSED GREENBRIAR PLANNED UNIT DEVELOPMENT PROJECT

BACKGROUND

- A. Water Code Section 10910 requires the City of Sacramento to prepare and approve a Water Supply Assessment ("WSA") for the proposed Greenbriar Planned Unit Development Project.
- B. Approval of the WSA is a preliminary step in the approval process. No decisions concerning project approval and annexation are made until a later date, after approval of the project's CEQA documents. The WSA is a finding that water supply capacity exists; the WSA is not an agreement to supply water.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Water Supply Assessment for the proposed Greenbriar Planned Unit Development Project, dated November 22, 2006, and attached hereto, is approved.

Table of Contents:

Exhibit A – Water Supply Assessment

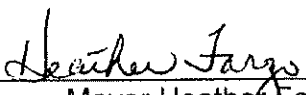
Adopted by the City of Sacramento City Council on May 29, 2007 by the following vote:

Ayes: Councilmembers, Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: None.



Mayor Heather Fargo

Attest:



Shirley Concolino, City Clerk

**City of Sacramento
SB 610/SB 221 Water Supply Assessment and Certification Form**

This form may be used to complete water supply assessments for projects located in an area covered by the City's most recent Urban Water Management Plan.

Note: Please do not use this form if the projected water demand for your project area was not included in the City's latest Urban Water Management Plan. To review the City's Urban Water Management Plan, please visit:
<http://www.cityofsacramento.org/utilities/urbanwater/index.html>

Project: Greenbriar Annexation and Development PUD

Date: November 22, 2006

Project Applicant (Name of Company): Riverwest Investments

Applicant Contact (Name of Individual): Brian Vall

Phone Number: (916)379-0955

E-mail: bvall@river-west.com

Address: 7700 Collegetown Drive, #215, Sacramento, CA 95826

Project Applicant to fill in the following:

- Does the project include:

Type of Development	Yes	No
A proposed residential development of 500 or more dwelling units	x	
A shopping Center employing more than 1,000 persons or having more than 500,000 square feet?		X
A Commercial Office building employing more than 1,000 persons or having more than 250,000 square feet?		X
A proposed hotel or motel, or both, having more that 500 rooms		X
A proposed industrial, manufacturing, or processing plant or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area		X
A mixed use project that includes one or more of the projects specified above	X	
A project that would demand an amount of water equivalent to, or greater than, the water required by a 500 dwelling unit project	X	

If the answer is no to all of the above, a water supply assessment is not required for the project.

2. Is the projected water demand for the project location included in the City's 2005 Urban Water Management Plan, adopted November 14, 2006?

Yes: x

No:

If the answer is no, you cannot use this form. Please refer to the requirements of SB 610 for preparing a water supply assessment.

3. Please fill in the project demands below: (see attached discussion)

Type of Development	Demand Factor (per acre)	Proposed Development		Current Zoning	
		Acres	Total Demand	Acres	Total Demand
Residential - Low and Medium Density	3.05	226.1	689.6		
Residential - High Density	3.70	29.9	110.6		
Commercial	2.78	27.5	76.5		
Residential High Rise (208 gpd/unit)	n/a				
Highrise Regional Office	9.44				
Public Office	2.78				
Warehouse	2.78				
Industrial	3.70				
Employee Intensive Industrial	3.24				
Parks and Recreation	3.89	146.0	567.9		
Schools	2.31	10	23.1		
Utilities (including roadways, freeways, and railroads)	0.09	137.4	12.4		
Non irrigated open space and agriculture	0.00			576.9	0
Areas with no zoning description (annexation of raw land) per gross acre	3.07				
Subtotal			1480.1		
Losses - 7.5% of subtotal			111.0		
Total Demand		576.9	1590.1		0

4. Required Elements of Water Supply Assessment (Government Code § 10910)

A. Water supply entitlements, water rights or water service contracts (Gov't Code § 10910(d)):

The City's water supply entitlements, water rights and water service contract are identified and discussed in the Urban Water Management Plan, Chapters 4, 5 and 6.

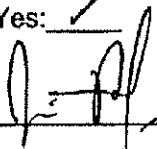
All infrastructure necessary to deliver a water supply to the project is in place, excepting any distribution facilities required to be constructed and financed by the project applicant: Yes: x No:

B. Identification of other sources of water supply if no water has been received under City's existing entitlements, water rights or water service contracts (Gov't Code § 10910(e)):

Not applicable.

C. Information and analysis pertaining to groundwater supply (Gov't Code § 10910(f)):

Addressed by Urban Water Management Plan, Chapters 4, 5 and 6.

Verification of Water Supply (for residential development of more than 500 dwelling units)	
Based on the City's most recent Urban Water Management Plan, are there sufficient water supplies for the project during normal, single dry and multiple dry years over a 20 year period?	
Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
By: <u> (Jim Peifer)</u>	
Title: <u>SENIOR ENGINEER</u>	
Date: <u>4/27/2007</u>	
This box to be filled in by the City	

Distribution:

- Applicant
Community Development Department (Org: 4913) – Scot Mende
Utilities Department (Org: 3334) - Development Review (Robert Thaung)
Utilities Department (Org: 3344) - Water Conservation (Angela Anderson)
Utilities Department (Org: 3332) - Capital Improvements (Jim Peifer)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
Division of Housing Policy Development

800 Third Street, Room 430
P.O. Box 952051
Sacramento, CA 94252-2053
(916) 323-3176 FAX (916) 322-2643
www.hcd.ca.gov



September 9, 2003

Mr. Robert P. Thomas
City Manager
City of Sacramento
730 'I' Street, Suite 304
Sacramento, California 95814

Dear Mr. Thomas:

RE: Review of the City of Sacramento's Adopted Housing Element

Thank you for submitting Sacramento's housing element adopted June 10, 2003 and received for our review on August 26, 2003. The Department of Housing and Community Development (Department) is required to review adopted housing elements and report our findings to the locality pursuant to Government Code Section 65585(h).

The Department's June 10, 2003 review found the draft revisions addressed the statutory requirements of State housing element law. As the element is substantially the same as the revised draft, we are pleased to find the adopted element in full compliance with State housing element law (Article 10.6 of the Government Code). We appreciate the City's leadership in addressing a variety of housing needs, including the many efforts to streamline approvals and partnering in the development of housing for lower-income households. The element includes a meaningful strategy to accommodate needed housing development while supporting strong, vibrant communities. We also commend the City's policies and programs to pursue infill strategies, sustain targeted densities and commit local funds for the development of housing for lower-income households.

Also, we are pleased to report, as a result of the passage of Proposition 46, a historic increase in funds available on a competitive basis through the Department to assist in addressing housing and community development needs. Information on these programs, including Notices of Funding Availability (NOFA), will be posted on the Department's website. For program information and funding availability, please consult our homepage at www.hcd.ca.gov.

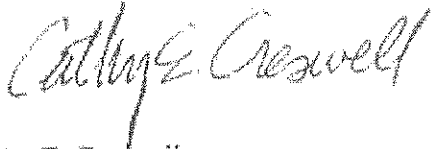
We wish Sacramento success in implementing its housing and land-use programs. We look forward to following the City's progress in implementing the element through the annual general plan progress reports required pursuant to Government Code Section 65400. We appreciate the hard work, dedication and professionalism of the Sacramento Department of Planning and Building, particularly Messrs. Todd Leon, Associate Planner and Steve Peterson, Senior Planner. If we can be of assistance in implementing the housing element please contact Paul Mc Dougall, of our staff, at (916) 322-7995.

Mr. Robert P. Thomas

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In accordance with requests pursuant to the Public Records Act, we are forwarding copies of this letter to the persons and organizations listed below.

Sincerely,



Cathy E. Creswell
Deputy Director

cc: Gary Stonehouse, Planning Director, City of Sacramento
Steve Peterson, Senior Planner, City of Sacramento
Todd Leon, Associate Planner, City of Sacramento
Brian Augusta, Northern California Legal Services
Mark Stivers, Senate Committee on Housing & Community Development
Suzanne Ambrose, Supervising Deputy Attorney General, AG's Office
Terry Roberts, Governor's Office of Planning and Research
Nick Cammarota, California Building Industry Association
Marcia Salkin, California Association of Realtors
Marc Brown, California Rural Legal Assistance Foundation
Rob Weiner, California Coalition for Rural Housing
John Douglas, AICP, Civic Solutions
Deanna Kitamura, Western Center on Law and Poverty
S. Lynn Martinez, Western Center on Law and Poverty
Alexander Abbe, Law Firm of Richards, Watson & Gershon
Michael G. Colantuono, Colantuono, Levin & Rozell, APC
Ilene J. Jacobs, California Rural Legal Assistance, Inc.
Richard Marcantonio, Public Advocates
Wendy Anderson, Legal Services of Northern California
Celestial Cassiman, Legal Services of Northern California
Larry Stenzel, Resources for Independent Living
Dara Schur, Protection & Advocacy, Inc.
Ethan Evans, Sacramento Housing Alliance

**Greenbriar Development Project
Sacramento, California
REORGANIZATION**

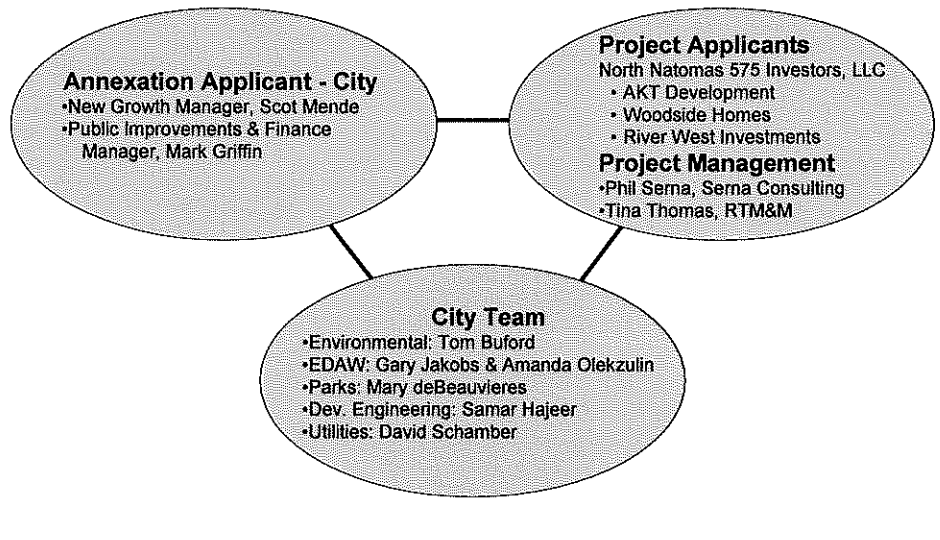
State Clearinghouse Number
2005062144

**Presented to Sacramento
LAFCo
April 2, 2008**

Presentation Topics

- ◆ Project Description
- ◆ Consistency with Blueprint
- ◆ Open Space
- ◆ Public Services & Fiscal Analysis
- ◆ EIR Process & Issues

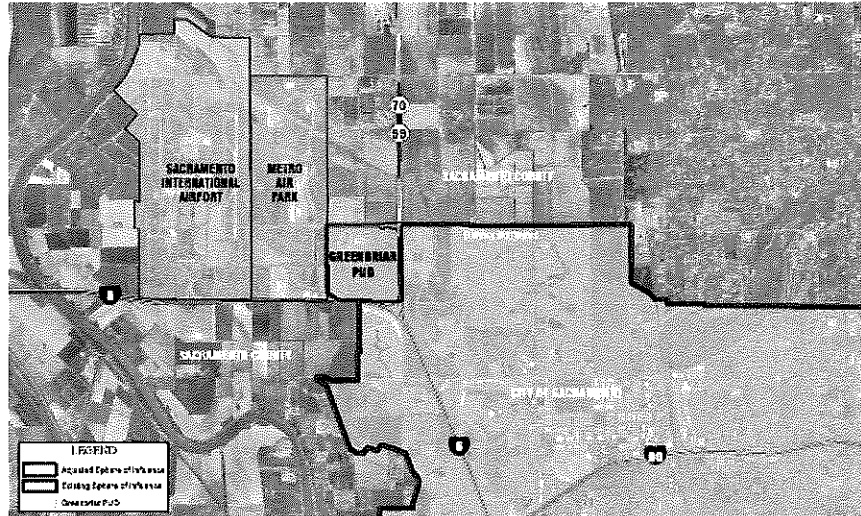
Greenbriar Project Team



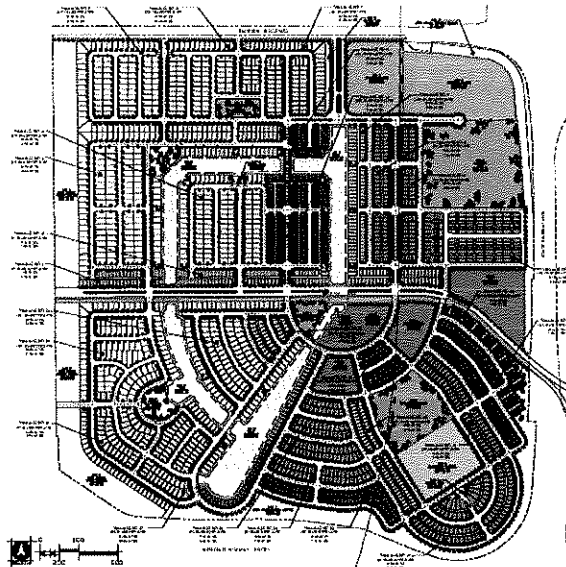
Project Schedule/Next Steps

- ◆ LAFCo approved SOI: September 19, 2009
- ◆ Planning Commission:
 - Hearings concluded 11/08/07
- ◆ City Council:
 - 01/29/08 - Final Council action
 - Tax Exchange Agreement - 03/11/08
- ◆ Board of Supervisors
 - Open Space & Tax Exchange Agreement - 03/12/08
- ◆ LAFCo Hearing on Reorganization:
 - Annexation of Project Site to City, SRCSD, and SASD
 - Detachment from the Natomas Fire Protection District
- ◆ HCP / EIS Process

GREENBRIAR ANNEXATION Exhibit



Land Use Map



Project Description - Land Use Summary

- ◆ 577 acres
- ◆ Northwest Corner of I-5/SR 70/99
- ◆ Mixed Uses
 - 2,991 mixed-density residential units
 - Proposed RT rail line and station
 - 38.5 acres commercial development
 - 41.9 acres public/private parks
 - Elementary school site
 - Open space/habitat corridor (58.2 acres)
- ◆ Off-site biology mitigation
 - Spangler (235 ac)
 - Tsakopoulos-65 (65 ac)

GREENBRIAR

**CONSISTENCY
WITH
BLUEPRINT**

Relationship to SACOG Blueprint

- ◆ Within the SACOG Blueprint area
- ◆ Comparison of growth projected for the Greenbriar site:
 - Blueprint
 - ◆ 1,200 employees
 - ◆ 4,200 dwelling units
 - Greenbriar proposal
 - ◆ 1,016 employees
 - ◆ 2,991 dwelling units

Consistency w/ Blueprint Principles

- ◆ Offer Transportation Alternatives
 - DNA LRT & Station
- ◆ Offer Housing Variety
 - 13 Housing Types
 - Meets Inclusionary Requirement
- ◆ Encourage Compact Development

PUBLIC SERVICES

GREENBRIAR REORGANIZATION

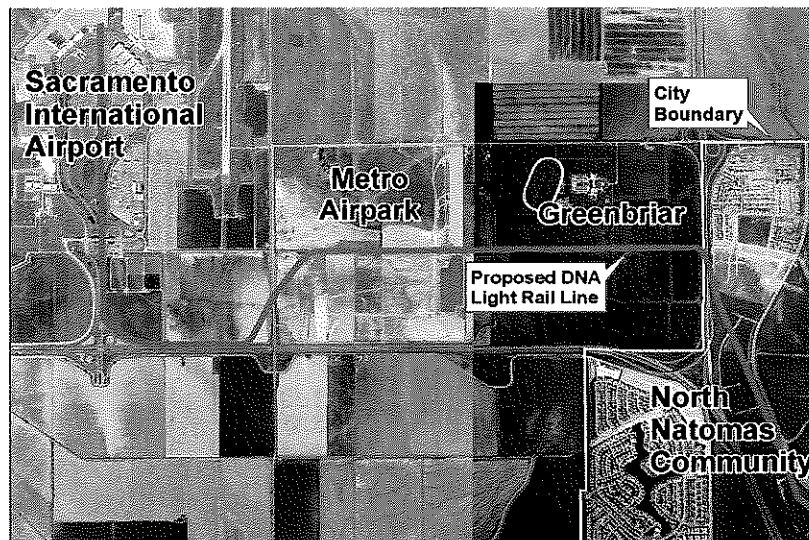
PUBLIC SERVICES & UTILITIES

- ◆ Service Delivery Documents Prepared:
 - Municipal Services Review
 - Plan For Services
- ◆ Reorganization:
 - Annexation to SRCSD and City
 - Detachment from the Natomas Fire Protection District

Transit - Interim

- ◆ Prior to construction of DNA LRT, operate a shuttle system that connects Greenbriar to the Regional Transit system.
- ◆ NNTMA annual assessment will exceed the amount currently charged to North Natomas residents.

Transit/Light Rail



PUBLIC SERVICES & UTILITIES

- ◆ Plan for Services has built upon the previously prepared MSR, and related service and capacity studies. The Plan for Services has been reviewed and accepted by all subject agencies.
- ◆ City of Sacramento, SRCSD & SASD have adequate means and capacity to provide services in an efficient cost effective manner, without adverse impact to current service uses.

PUBLIC SERVICES

EXTRA SLIDES

Fire Services & Facilities

- ◆ Citywide Fire Master Plan
 - Will address operations funding
- ◆ Greenbriar pays \$1.5 million towards new fire station
- ◆ Current practice:
 - <4.5 minutes first response (90%)
 - <8 minutes paramedics (90%)

Police Services & Facilities

- ◆ Citywide Police Master Plan
 - Will address operations funding
- ◆ Greenbriar pays \$0.8 million towards new police station (at Town Center)
- ◆ Greenbriar pays \$1.5 million towards radio communications tower

FISCAL & FINANCIAL IMPACTS

GREENBRIAR
REORGANIZATION

Fiscal Impact Analysis

- ◆ City/County split of property taxes
- ◆ City costs/revenue neutral – positive
- ◆ Park maintenance 100% funded through Services CFD

FINANCE PLAN

- ◆ Pays for all water, sewer, drainage requirements, on-site roadway infrastructure
- ◆ Freeway mainline improvements and LRT station
- ◆ Open Space – including freeway buffer, parks, trails, and contribution toward regional park
- ◆ Police & Fire facilities

Greenbriar Finance Plan On-Site Infrastructure

Roadways:	\$31.4 million
Transit Station:	\$2.4 million
Storm Drains	\$15.8 million
Water & Sewer	\$16.2 million
Landscaping	\$8.7 million
Parks	\$14.2 million
Schools	\$49.6 million
Bikeways & Shuttles	\$0.5 million
Total On-Site	\$150.3 million

Greenbriar Finance Plan

– Off-Site Infrastructure

◆ \$8.6 Million for Underfunded North Natomas Facilities

- \$3.4 Million for the North Natomas Regional Park HCP Fees and Capital Improvements
- Library: \$1.8 million
- Community Center : \$0.8 million
- Fire Station: \$1.5 million
- Police Facilities: \$0.9 million

◆ Mainline Freeway: \$1.1 million

◆ \$1.5 million emergency communications radio tower

◆ SAFCA Improvements (included as levee fee)

FISCAL & FINANCIAL IMPACTS

EXTRA SLIDES

Greenbriar Finance Plan

-Low Density Residential

- ◆ Total Avg Fee Burden: \$72,000
- ◆ 16.4% of sales price

-Medium Density Residential

- ◆ Total Avg Fee Burden: \$60,300
- ◆ 19.5% of sales price

-High Density Residential

- ◆ Total Avg Fee Burden: \$36,800
- ◆ 14.7% of sales price

Finance Plan Approval Process

- ◆ The Finance Plan before the Council is a draft (dated August 14, 2007) and is current.
- ◆ The Finance Plan will be finalized at completion of a Nexus Study.
- ◆ A Nexus Study must be performed to create fees and must reflect current costs, housing prices, and tentative maps.
- ◆ The final Plan and the fees will be subject to due process through public hearings at that time.

ENVIRONMENTAL ISSUES

GREENBRIAR REORGANIZATION

CEQA Process-Steps

- ◆ Notice of Preparation: June/July 2005
- ◆ Draft EIR: Published 07/19/06
- ◆ Recirculated DEIR: Published 11/14/06
- ◆ Second RDEIR: Published 04/10/07
- ◆ Final EIR: Published 08/17/07
- ◆ EIR Certified:
 - LAFCo Certified 09/19/07
 - City Certified 01/29/08
 - 1 refined Mitigation Measure (Air Quality)

GREENBRIAR ENVIRONMENTAL ISSUES

- Airport Overflight
- Flood Hazards / Flood Protection
- Transportation
- Agriculture, Open Space, and Habitat

GREENBRIAR FLOOD PROTECTION

In recognition of the pending remapping by FEMA of the area in which the project is located, the project has been conditioned to prohibit vertical construction unless and until the property has at least 100 year flood protection.

GREENBRIAR HABITAT PROTECTION

The entitlements for which the EIR was prepared are *first stage legislative entitlements*, and do not authorize any actual development. Before any actual development may occur, the following must be approved by Council: a development agreement, a tentative map, any subdivision modifications, and PUD development guidelines and any necessary changes to the PUD Schematic Plan and Guidelines, and any special permits or other entitlements required for development. Before the tentative map, development agreement and other entitlements are approved, and before a grading permit may be issued, a habitat conservation plan must be prepared and approved, and an incidental take permit issued, by U.S. Fish and Wildlife and California Department of Fish and Game.

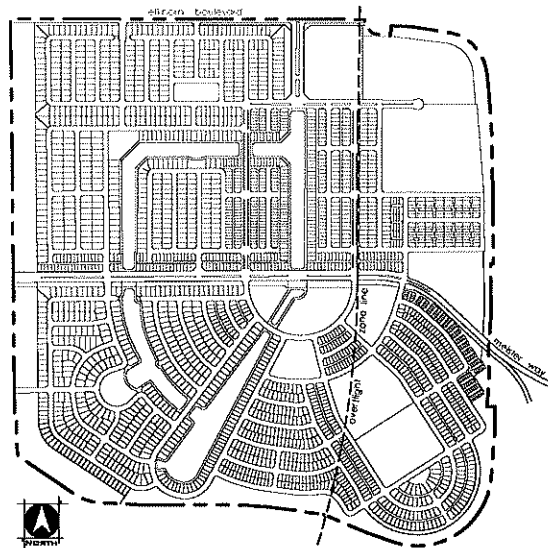
ENVIRONMENTAL ISSUES

EXTRA SLIDES

Project Impacts

- ◆ *Cumulative impacts:* public services - construction of new facilities (fire station, SRWTP) may result in impacts
- ◆ *Less-than-significant impacts with mitigation:* utilities, public health and hazards, geology and soils, hydrology and water quality, biological resources
- ◆ *Significant and unavoidable impacts:* traffic, air quality, noise, agriculture, open space (partial offset), visual character, safety hazards (ALUC override), short-term flooding (if development occurs prior to 2010 when 100-year flood protection in place),

Aircraft Overflight Area

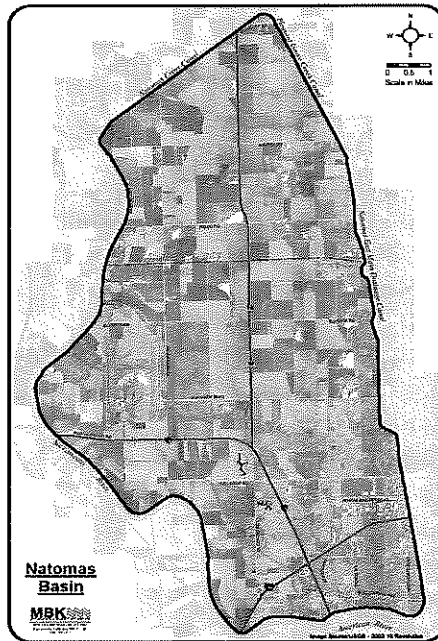


ALUC Determination

- ◆ ALUC Determination Regarding Project Consistency with CLUP:
 - The Following Uses are Compatible with the CLUP and do not Require Override:
 - ◆ Residential and commercial uses based on the proposed project densities
 - ◆ Parks and open space (average of 25 people/acre/day not to exceed 50 people/acre/day)
 - ◆ Proposed water features (ALUC defers to airport)
 - ◆ Elementary school is outside of overflight zone and therefore not subject to ALUC review
 - Override:
 - ◆ Project's provision for a light rail station in the overflight zone may possibly exceed 50/people/acre/day

Airport Noise Impact Summary

- ◆ General Plan exterior noise standard at residential uses is 60 dBA CNEL
 - 60 dBA CNEL aircraft noise contour associated with project are more than 1,900 feet away from western project boundary
 - Project defined as compatible with overall aircraft noise exposure and impact is **less than significant**
 - Noise would be less than 60 dBA CNEL even at maximum use conditions with 3rd runway
- ◆ No SENL standards have been established
 - Single event noise may exceed 60 dBA SENL
 - Impacts to residential uses will be **less than significant**
 - Impacts to schools mitigated to less than significant with design features to reduce interior school noise levels
- ◆ Applicant is proposing to dedicate an overflight easement and record deed notices for purposes of disclosing potential airport noise.



Identified Flood Risks

- Inadequate freeboard
- Underseepage
- Levee encroachments
- Channel erosion

Flood Protection

- ◆ Currently X Zone
- ◆ USCOE 07/26/06 letter – identifies that levees are no longer certifiable
- ◆ City letter to FEMA requesting A99
- ◆ March 2008 FIRM re-designation
- ◆ SAFCA anticipates 100-year protection by 2010
- ◆ SAFCA anticipates 200-year protection by 2012
- ◆ Defer construction to meet FEMA & any local land use regulations
- ◆ Anticipate requesting building permit in 2010

Flood Legislation

- ◆ SB5: Prohibits development for areas that don't have by year 2015
 - 100-year flood protection
 - A plan for 200-year flood protection
- ◆ AB70: Imposes liabilities on cities who are "unreasonable" in approving projects
 - Applies only to development applications submitted after 12/31/07

Flooding in Natomas Basin

- ◆ DEIR identified less-than-significant impacts (published July 19, 2006)
- ◆ USACE issued a letter stating it can no longer support certification of the levees (July 20, 2006)
- ◆ Recirculated DEIR prepared identifying a significant and unavoidable *short-term* flooding impact

Flooding Impacts in Natomas Basin

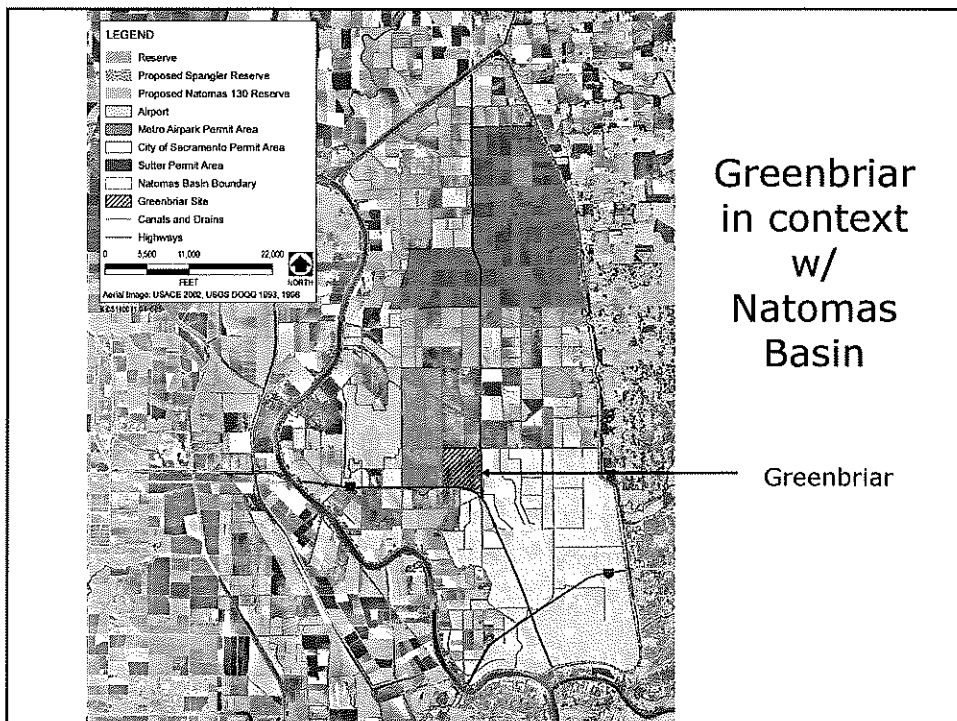
- ◆ FEMA currently determining which flood zone designation will apply to Natomas Basin
- ◆ Mitigation: Require project applicants to comply with development requirements of appropriate flood zone designation and contribute to funding for necessary levee improvements
- ◆ Significant and unavoidable flooding impact remains for *an interim period* if damageable structures are constructed prior to when all levee improvements for 100-year flood protection are completed
- ◆ Post-2010: Less than Significant Flooding Impact

Transportation

- ◆ Project would contribute to significant cumulative impacts on area freeways
- ◆ Project includes dedication of light rail corridor and construction of transit station for Sacramento Regional Transit's DNA line. The transit station is currently estimated at \$2.4 million. RT will also be provided with the right-of-way over the project site at no cost.
- ◆ Mitigation requires contribution to City's Traffic Congestion Relief Fund to fund projects that would reduce freeway mainline congestion

Parks, Open Space, and Agriculture

- ◆ Provides adequate park land (48.2 acres) to meet Quimby Act requirements
- ◆ Provides publicly accessible detention basin and freeway buffer – creditable as Natomas Joint Vision Open Space
- ◆ Results in loss of open space resources (546 acres) most of which are Important Farmland (518 acres)

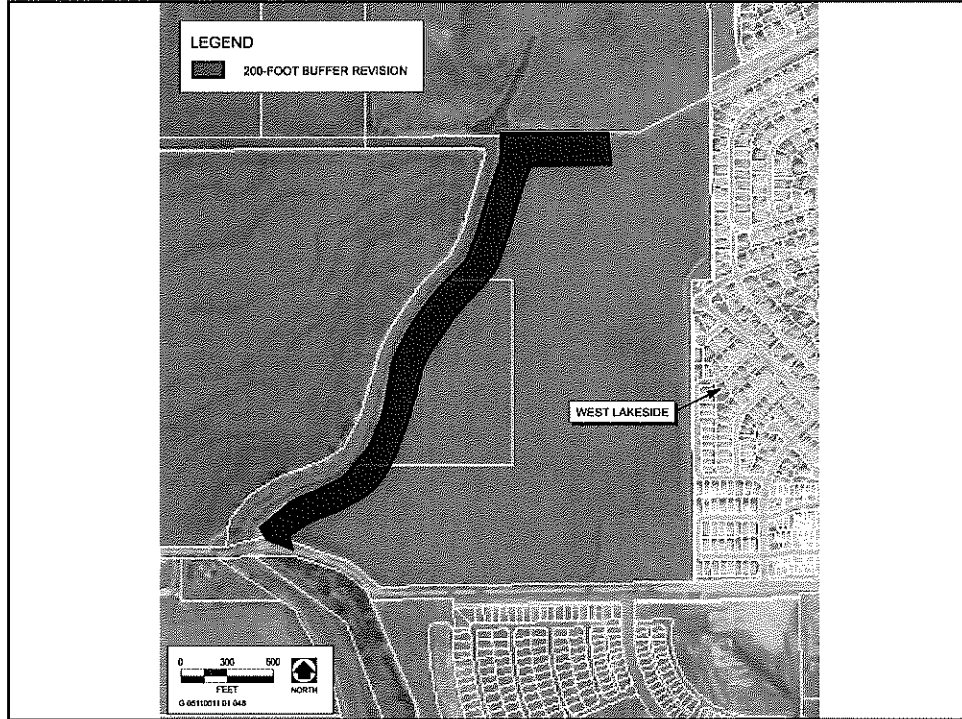


Effects on NBHCP

- ◆ NBHCP covers numerous species
 - Giant garter snake (federal and state threatened)
 - Swainson's hawk (state threatened)
- ◆ Authorizes development on 17,500 acres
- ◆ Requires mitigation: conservation/enhancement on 8,750 acres (0.5:1)
- ◆ Extensive analysis
 - Effects of Greenbriar on NBHCP conservation strategy
 - Consistency of Greenbriar with NBHCP Goals and Objectives
 - Effects on endangered and threatened species

NBHCP Conclusions in EIR

- ◆ Project would develop 546 acres
- ◆ 30.6 acres would be preserved and enhanced on-site along Lone Tree Canal
- ◆ 265.8 acres would be preserved and enhanced at off-site reserves
- ◆ 48.2 acres is on-site open space
- ◆ Additional 15.9-acre buffer proposed for preservation at West Lakeside



NBHCP Conclusions in EIR

- ◆ An additional 49 acres of land is required to be preserved and managed for Swainson's hawk (Mitigation 4.12-1)
- ◆ **TOTAL preserved and enhanced = 345 acres plus additional 15.9 acres for West Lakeside buffer**
- ◆ With mitigation, the project would not reduce the effectiveness of NBHCP's conservation strategy nor reduce the likelihood of attaining the goals and objectives of the NBHCP resulting in less-than-significant impacts
- ◆ LAFCo, City, and project applicant's are in consultation with USFWS and CDFG. Applicant is preparing a separate project HCP and USFWS will prepare EIS.

AVAILABLE FOR QUESTIONS

- ◆ Finance Plan: Mark Griffin (City Planning), Tim Youmans (EPS)
- ◆ Public Services: Mark Rodgers (Wood-Rodgers)
- ◆ Fiscal: Russ Fehr (City Finance)
- ◆ Land Use: Arwen Wacht
- ◆ Legal: Tina Thomas, Alicia Guerra
- ◆ Environmental: Tom Buford & Shelly Amrhein (City), Honey Walters & John Hunter (EDAW)

EDAW | AECOM