ORDINANCE NO. 527

ORDINANCE OF THE CITY OF ROCKLIN
AMENDING ORDINANCE NO. 503
RELATING TO THE
DEVELOPMENT AGREEMENT
FOR THE
ROCKLIN WEST AREA A-1 PROJECT
RENAMED THE
STANFORD RANCH AREA A-1 PROJECT

SEE LEGAL FILE RECORDED DOCUMENTS

STANFORD RANCH AREA A-1

When recorded, return to:

City Clerk, City of Rocklin P. O. Box 687 Rocklin, CA 95677 OFFICIAL RECORDS
REQUESTED BY
City of Norhlin
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DEVELOPMENT AGREEMENT STANFORD RANCH AREA A-1

This AGREEMENT is entered into this 4th day of February , 1985, between the City of Rocklin, California, a municipal corporation (hereinafter "City"), and Whitney Farms Investment Co., Inc. (hereinafter "Developer"), pursuant to the provisions of Article 2.5 of Chapter 4 of Division 1 of Title 7 or the California Government Code (sections 65864-65869.5).

RECITALS

- A. The legislature of the State of California adopted section 65864 et seq. of the Government Code to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development. These sections authorize the City and an applicant for a development project to enter into a development agreement to establish certain development rights in the property which is subject to the development project application or applications.
- B. The City in Ordinance No. 476 (Rocklin Municipal Code §17.92.010-17.92.200) adopted rules and regulations establishing procedures and requirements for consideration of development agreements.
- C. The City Council of the City has certified as adequate an environmental impact report (Resolution 83-116)

on, has approved Developer's applications for a general plan amendment (Resolution 83-117), a rezoning to the PD District, and approval of a general development plan (Ordinance No. 502) for, has approved a resolution and an ordinance recognizing a change in the name of, (Resolution 85-18; Ordinance 526), and has approved a large lot subdivision (Resolution 83-118 and modified by Resolution 85-19), and a lot and block subdivision (Resolution 83-119 and modified by Resolution 85-20 for a residential and commercial development originally known as Rocklin West Area A-1 and now renamed Stanford Ranch Area A-1 (hereinafter referred to as "the project"). These approvals are hereafter referred to as "the plan." Copies of the resolutions and the ordinances approving and modifying the plan and the project are attached hereto as Exhibit A.

- D. The City finds and determines that the project will result in the creation of a physical environment which will conform to and compliment the goals of the community and is consistent with the goals and policies of the City's General Plan.
- E. Implementation of the plan by Developer pursuant to the terms and conditions set forth herein is in the best interests of the City and will provide for orderly growth and development of the area consistent with the City's planning goals and objectives.
- F. Developer has requested the City to enter into a development agreement to assure to the extent provided by this development agreement that Developer may proceed with development of the property pursuant to the plan and in accordance with those rules, regulations, ordinances,

design, improvement and construction standards and specifications, and policies applicable to implementation of the plan as such rules, regulations, ordinances, design, improvement and construction standards and specifications and policies exist on the date of the approval of this agreement.

- G. The City hereby finds and determines that this development agreement is consistent with the Rocklin General Plan.
- H. On November 7, 1983, the City Council of City adopted Ordinance No. 503 approving a development agreement with Developer. Thereafter on February 21, 1984, the City Council approved Ordinance No. 515 amending the development agreement and on February 4, 1985, adopted Ordinance No. 527 further amending the development agreement. Copies of these ordinances are attached hereto as Exhibit B.

AGREEMENT

Section 1. The real property which is subject to this agreement is shown on Exhibit C (map) and is more particularly described in Exhibit D (legal description). Said real property is referred to herein as the "subject property".

Section 2. The term of this agreement shall be for a period of ten (10) years beginning upon the execution of this agreement, unless extended or amended by mutual consent of the parties pursuant to Section 11 or unless this agreement is terminated or the term is modified pursuant to the provisions of Section 8.

Section 3. The permitted uses of the subject property, the density and intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, the construction, installation and extension of public improvements, and other terms and conditions of development applicable to the subject property, excluding building standards in Chapter 15 of the Rocklin Municipal Code, shall be those set forth in:

- a. the ordinance rezoning the subject property to the PD district and adopting the general development plan;
- b. the resolutions approving the two subdivision maps;
- c. this agreement, including the special conditions of development of the subject property set forth in Exhibit E and the provisions of this agreement relating to the application of future ordinances, rules, regulations, and official policies of City as specified herein, and the ordinance adopting this agreement;
- d. If not set forth in a, b, or c, then as set forth in the applicable ordinances, rules, regulations and official policies of the City in force at the time of execution of this agreement. In the event of a conflict between the provisions of a, b, or c and such ordinances, rules, regulations and official policies of the City, then the provisions of a, b, and c shall prevail over the conflicting provisions of ordinances, rules, regulations, and official policies of the City.

Section 4. During the term of this agreement, the City may apply to the subject property only such new or modified rules, regulations, ordinances, laws, general or specific plans, community plans, and official policies which are not in conflict with

- a. those in effect on the date of this agreement which control the uses and the density and intensity of development to the extent such are set forth in the general development plan, or
- b. the terms, spirit and intent of this agreement.

This section, however, shall not preclude the application to development of the subject property of changes in city laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. In the event such changes in state or federal laws prevent or preclude compliance with one or more provisions of this agreement in implementation of the plan, the parties shall take action pursuant to Section 11 of this agreement. This section shall further not be construed to limit the authority or obligation of the City to hold necessary public hearings or to limit the discretion of the City, or any of its officers or officials, in applying the rules, regulations, ordinances, laws and policies of City in effect at the time future applications for discretionary entitlements for the subject property are made and considered; provided, that subsequent discretionary actions shall not prevent development of the subject property for the uses and to the density and intensity of development set forth in the general development plan.

- Section 5. Application fees, processing fees and inspection fees that are revised during the term of this agreement shall apply to development pursuant to this agreement provided that:
 - a. Such fees apply to all private projects within the City;
 - b. Their application to development of the subject property is prospective only; and
 - c. Their application to development of the subject property would not conflict with the terms, spirit and intent of this agreement, nor frustrate implementation or require amendment of the plan.
- <u>Section 6</u>. Developer shall be in default under this Agreement upon the happening of one or more of the following events or conditions:
 - a. if a warranty, representation or statement made or furnished in writing by Developer to City is false or proves to have been false in any material respect when it was made;
 - b. if a finding and determination is made by City following a periodic review under the procedure provided for in section 8 of this Agreement that upon the basis of substantial evidence the Developer has not complied in good faith with terms and conditions of this agreement.

Upon default the City may terminate or modify this
Agreement in accordance with the procedure adopted by City

in Rocklin Municipal Code sections 17.92.010-17.92.200. City shall not be held to have waived any claim of defect in performance by Developer for failure to propose to modify or terminate the agreement upon discovery of the defect in its annual review under Section 8, as long as City notifies Developer in writing of such defect. Nonperformance shall not be excused because of a failure of third persons. Adoption of a law or other governmental activity otherwise permitted by this agreement making performance by the applicant unprofitable or more difficult or more expensive shall not excuse the performance of the obligation by the property owner. Non-performance shall be excused only when it is prevented or delayed by acts of God or an emergency declared by the Governor. All other remedies at law or in equity which are not otherwise provided for in the agreement or in City's regulations governing development agreements are available to the parties in the event of breach. In no event shall the Developer be entitled to any damages against City upon termination or breach of this agreement other than for the refund for monies paid or for facilities or services not delivered.

Section 7. Developer agrees to proceed in good faith and in a reasonable and diligent manner to implement the provisions of the plan in accordance with the terms and conditions of said plan and this agreement.

Section 8. The provisions of this agreement shall be reviewed on an annual basis on such date as shall be established by the City, at which time Developer shall be required to demonstrate good faith compliance with the terms of this agreement. If, as a result of such periodic review, the City Council finds and determines, on the basis

of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this agreement, the City shall notify the Developer of such noncompliance in writing within thirty (30) days and shall give developer a reasonable time as set forth in the notice to comply. Unless so notified, it shall be conclusively presumed the Developer is in compliance with the Agreement. Upon a finding of noncompliance and written notice thereof being given to the Developer, and failure of Developer to comply within the time specified in the notice, the City may modify or terminate this agreement pursuant to the provisions of section 17.92.200 of the Rocklin Municipal Code.

Section 9. The burden of this agreement shall be binding upon and the benefits of this agreement shall inure to the successors in interest of the parties hereto.

The parties hereto intend and agree that this agreement and the conditions of approval of the tentative maps and other entitlements set forth in Exhibit A of this agreement supersede the provisions of that certain agreement between the parties dated Devember 17, 1979, as to the development of the subject property and the project.

Section 10. Developer may sell, assign or transfer this agreement with all of its rights, title and interest therein provided that Developer provide the City with written notice of its intent to sell, assign or transfer this agreement at least thirty (30) days in advance of such action.

Section 11. Except as provided in Section 8, this agreement may be amended in whole or in part only by mutual

consent of the parties or their successors in interest and in the manner provided by Government Code sections 65868, 65867 and 65867.5.

Developer hereby agrees to and shall Section 12. hold the City and its elected and appointed councils, boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents', or employees' operations and activities under this agreement, whether such operations and activities be by Developer, or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer agrees to and shall defend the City and its elected and appointed councils, boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations and activities.

Section 13. It is specifically understood and agreed by the parties that the plan and project is a private development project. No partnership, joint venture, or other association of any kind is formed by this agreement. The only relationship between the City and Developer is that of a government entity regulating the development of private property and the owner of such private property.

Section 14. In the event of any legal action instituted by a third party or other governmental entity or

official challenging the validity of any provision of this agreement, the parties hereby agree to cooperate in defending said action.

Section 15. The City agrees that unless this agreement is amended or cancelled pursuant to the provisions of Sections 8 or 11, this agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by the City which changes, alters or amends the rules, regulations, ordinances, laws and policies applicable to the development of the subject property at the time of approval of this agreement, as provided by Government Code section 65866; provided such changes in any general plan, specific plan, zoning ordinance, subdivision ordinance, or building regulation shall be applicable to the subject property only as set forth in Section 4.

Section 16. If legal action is brought by either party against the other for breach of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Section 17. All notices required by this agreement, the enabling legislation, the procedures pursuant to Government Code section 65865 or Rocklin Municipal Code section 17.92.010, et seq. shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notices required to be given to the City shall be addressed as follows:

City of Rocklin Attn: Planning Director P. O. Box 687 Rocklin, California 95677

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

Mr. Sandy Shulman Whitney Farms Investment Co., Inc. 3101 Sunset Boulevard, Suite 5B Rocklin, California 95677

Either party may change the address stated herein by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

Section 18. All exhibits referred to in this agreement are attached to this agreement and by this reference incorporated herein.

Section 19. The City hereby finds and determines that execution of this agreement is in the best interest of the public health, safety, and general welfare.

Section 20. Within ten (10) days after the City of Rocklin enters into this agreement, the City Clerk shall have this agreement, along with abstracts of Exhibits A and B and the full texts of Exhibits C, D, and E recorded with the County Recorder. If the parties or their successors-in-interest amend or cancel the agreement as provided in section 11, or if the City terminates or modifies the agreement as provided in section 8 for failure

of Developer to comply with the terms or conditions of the agreement, the City Clerk shall record notice of such action with the County Recorder.

Executed this <u>2nd</u> day of <u>May</u>, 19<u>85</u>, at Rocklin, California.

CITY OF ROCKLIN

By Clarke Domingues Mayor

ATTEST:

Gelwee City Clerk

DEVELOPER

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Whitney Forms Involved Co For

	**
STATE OF CALIFORNIA	On this 2ndday of May, in the year
COUNTY OF PLACER ss.	Mary Ann Gulkin , in the year , before me,
	Mary Ann Gyukin , a Notary Public, State of California, duly licensed and sworn, personally appeared Clarke Dominguez
日本 日	* * * * * * * * * * * * * * * * * * *
MARY ANN GYUKIN NOTARY PUBLIC-CALIFORNIA Placer County	to be the person who executed the within instrument as Marrow
My Commission Expires March 27, 1989	such corporation executed the within instrument pursuant to its but here.
	recorded of its position of difficults
This document is only a general form which may be proper for use in simple	IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of Rocklin, County of Placer
existence are on n no way acts, or is intended to act, as a substitute for the solvice of an attorney. The printer does not make any warranty either express or implied a legal validity of any provision or the autability of these forms in any specific transaction.	on the date set forth above in this certificate.
Cowdery's Form No. 28 — Acknowledgement to No Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)	tary Public - Notary Public, State of California
) (163) – (163)	My commission expires March 27, 1989
STATE OF CALIFORNIA	
COUNTY OF LOS Thayles	Sss.
	On this 30 th day of the year 19
	before me, the undersigned, a Netary Public in and for said State, personally appeared
OFFICIAL SEAL	, personally known to me
SHARON MOQUEEN NOTARY PUBLIC - CALIFORNIA	(or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that
LOS ANGELES COUNTY LOS ANGELES COUNTY My Commission Stories Nev. 5, 1985	the Corporation executed it.
1	WITNESS my hand and official seal.

Notary Public in and for said State.

ankNDWLEDGMENT—Corporation—Wolcotts Form 222CA-X—Rev. 5-82 32 WOLCOTTS, INC.

EXHIBITS

- A Resolutions and Ordinances Approving Project
- B Ordinances Approving and Amending Development Agreement
- C Map
- D Description
- E Special Conditions

EXHIBIT A TO THE DEVELOPMENT AGREEMENT

(See Resolution 83-116 certifying the Environmental Impact Report for the Rocklin West A-1 Area.)

(See Resolution 83-117 approving the General Plan Amendment for the Rocklin West A-1 Area.)

(See Ordinance No. 502 approving the Rezoning for the Rocklin West A-1 Area and adopting the General Development Plan for the A-1 Area of Rocklin West: Z-82-02, PD(G) 82-01.)

(See Resolution 85-18 and Ordinance 526 approving the name change from Rocklin West Area A-1 to Stanford Ranch Area A-1.)

(See Resolution 83-118 approving the Tentative Subdivision Map SD-83-02, the large lot subdivision and Resolution 85-19 modifying the Tentative Subdivision Map SD-83-02.)

(See Resolution 83-119 approving the Tentative Subdivision Map SD-82-01, the individual building sites and Resolution 85-20 modifying the Tentative Subdivision Map SD-82-01.)

All of these documents are on file in the office of the City Clerk of the City of Rocklin.

RESOLUTION NO. 83-116

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR ROCKLIN WEST A-1 PROJECT AND DIRECTING THE CITY CLERK TO FILE A NOTICE OF DETERMINATION.

WHEREAS, an Environmental Impact Report (the EIR) assessing the impact(s) of the Rocklin West A-l Area Project (the project) was prepared by and for the City of Rocklin ("City"), pursuant to the California Environmental Quality Act (Public Resources Code §21000 et seq.), and the Guidelines for Implementation of the California Environmental Quality Act (14 Cal. Admin. Code §15000 et seq., and hereinafter the "Guidelines"), and local procedures adopted by the City pursuant thereto; and

WHEREAS, a Notice of Completion for the draft EIR was forwarded to the Secretary of the Resources Agency pursuant to Section 15085 of the Guidelines on February 7, 1983; and

WHEREAS, the City distributed copies of the draft EIR to those public agencies which have jurisdiction by law with respect to the project and to other interested persons and agencies, and sought the comments of such persons and agencies; and

WHEREAS, notice inviting comments on the draft EIR was given in compliance with Guidelines Section 15087; and

WHEREAS, the draft EIR was thereafter revised and/or supplemented to respond to the comments received, as provided in the Guidelines Section 15132, and as so revised and supplemented, the draft EIR became the final EIR for that project; and

WHEREAS, the Planning Commission had a public hearing on the EIR and recommended certification of the Final EIR.

NOW, THEREFORE, the City Council of the City of Rocklin resolves as follows:

Section 1. That the City Council certifies that the EIR for the project is adequate and has been completed in compliance with the California Environmental Quality Act, the State EIR Guidelines and local procedures adopted by the City Council pursuant thereto, and that the City has reviewed and considered the information contained in the EIR.

Section 2. Based upon the EIR and all other oral and documentary evidence submitted to the City, the City Council has

determined that the project will result in the significant or potentially significant adverse impacts upon the environment as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 3. Except as set forth in Section 4, every significant or potentially significant environmental impact has been made less than significant through changes in the project design, conditions of approval which include the payment of fees, contributions by the developer, and the dedication and reservation of land, all as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 4. Some of the significant adverse impacts listed in Exhibit A are not capable of mitigation to a less than significant level, and proposals to reduce these impacts are found to be infeasible. These impacts and the findings supporting the determination that proposals to reduce the impacts are infeasible are set forth in Exhibit B, attached hereto and incorporated by reference.

Section 5. The City Council, after weighing the project's benefits against the environmental harm it may cause, hereby determines to approve the project despite the resulting adverse environmental impacts. The overriding considerations on which this determination is made and the findings supporting the determinations are set forth in Exhibit C, attached hereto and incorporated by reference.

Section 6. Upon approval and adoption of the project by the City Council, the City Clerk shall file a Notice of Determination with the County Clerk of Placer County pursuant to the provisions of Section 21152 of the Public Resources Code and the State EIR Guidelines adopted pursuant thereto.

PASSED AND ADOPTED this <u>17th</u> day of <u>October</u>, 1983, by the following roll call vote:

AYES: COUNCIL MEMBERS: Hill, Dominguez, Huson, Wofford

NOES: COUNCIL MEMBERS: Linton

NOES: COONCIL MEMBERS. BIRCOR

ABSENT: COUNCIL MEMBERS: None

ATTEST:

EXHIBIT A

Significant or Poten- tially Significant Adverse Impacts		Mitigation Measures Incorporated Into or Made Conditions of the Project
Air Quality	1.	Apply dust abatement techniques during construction.
	2.	Develop Sunset Boulevard, Rocklin West Boulevard and Pacific Street with Class II Bike Lanes.
	3.	Dedicate and develop a park and ride lot.
	4.	Establish mixed uses.
Geology and Soil	1.	Stockpile removed topsoil for re-use over cut and fill areas.
	2.	Reseed cut and fill slopes.
	3.	Implement standard construction and engineering practices to control dust, erosion, and stablization of grades, especially during winter months.
	4.	Provide stand-by crew to prevent erosion during floodings.
Drainage	1.	Prepare master drainage plan and install improvements in accordance with the plan.
	2.	Retain off-site run-off to predevelopment levels through the use of retention areas and other methods, such as metered drainage inlets to slow down drainage.
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Aesthetics

- 1. Use PD zoning to allow Planning Commission review and approval of exterior elevations and landscaping for all buildings and site plans, through the Specific Plan Use Permit process.
- Develop Design Guidelines to be imposed on the development to protect aesthetics.
- 3. Provide open space easement to protect bluffs along areas having a more than 20% slope to prevent encroachment of structures.

Traffic and Circulation

- 1. Require the developer to construct all on-site streets to City standards.
- 2. Require the developer to install improvements to off-site streets including Whitney Boulevard from the southern end of the project to Midas Avenue, portions of Sunset Boulevard, and Pacific Street from Sunset Boulevard to the City limits.
- 3. Provide for the installation of signal lights at the following intersections:

Sunset Blvd., and Topaz St. Sunset Blvd. & Rocklin West Blvd.

Sunset Blvd. and Whitney Blvd. Sunset Blvd. and Third Street Pacific St. and Woodside Drive

Schools

1. Pay school fees under Rocklin Municipal Code section 15.24.010 et seq. without limitation as to use other than for school impacts in the project area.

- Designate Parcel F as a school site.
- 3. Grant fifteen-year option to purchase and/or lease Parcel F to the Rocklin Elementary School District for \$1.00 per year.
- 4. Contribute up to \$5,000 to the Rocklin Elementary School District to prepare a master plan.
- 5. Agree with the Rocklin Elementary School District to comply with future requirements of the City regarding school facilities to the same extent as other developers at the same stage of development approval.

Land Use

- l. Location, density and intensity of land uses will require a General Plan Amendment by the City that will specify consistency with the existing General Plan policies as well as additional policies necessary to make the project consistent.
- 2. The land use plan shall balance community housing needs, commercial services, public facilities, and open space, recreation needs.

Utilities: Water

 At the time of the Final Map, the City shall require the design and installation of a water system to meet domestic demands and provide adequate fire flow protection.

Vegetation

 Provide topsoil of sufficient depth along street corridors and yard areas to assure proper growth of plants, trees and ground cover, as identified in any future landscape plans. Fiscal Impact on Fire Service

 Dedicate site and provide for construction and equipping of fire station; establish community facilities district or other financing mechanism to support fire service.

EXHIBIT B

SIGNIFICANT ADVERSE IMPACTS NOT CAPABLE OF MITIGATION TO A LESS THAN SIGNIFICANT LEVEL

A. Cumulative Air Quality Impact:

The project itself will not create any violations in the standards for emissions of carbon monoxide (CO). This finding is based on data provided with the EIR. The project, however, will add to the long range cumulative impact of development in the air basis as a whole which has the potential of degrading air quality.

The project has been conditioned to be consistent with the measures identified in the Sacramento Air Quality Plan and the implementing measures developed by the City of Rocklin's Air Quality Plan by providing for a park and ride lot, bike routes, and mixed land uses.

Two alternatives have been identified that could lessen the impact: the "No Project" alternative and a "Lower Density" alternative.

The "No Project" alternative is not deemed realistic in light of the demand for housing in the region and the region's current economic needs.

The "Lower Density" alternative would not eliminate the cumulative air quality impacts. This alternative would cause other areas to be developed at densities necessary to meet continuing housing demands, thereby resulting in a similar cumulative air quality impact as would result from the proposed project.

B. Fiscal Impact on City Services.

The EIR identifies a substantial on-going operating drain on the City's ability to provide services, based on a comparable level of service using national averages, state averages, or averages from communities of similar ultimate sizes.

The City shall require the payment of money to reduce the shortfall as a condition of the project. In addition, the City shall require the dedication and reservation of land for community uses and the installation of off-site improvements, all of which will further reduce the problem.

Several additional mitigation measures have been proposed to reduce the City's operating costs. These measures are listed, beginning with the next to last paragraph on page VII-6 of Appendix D of the draft EIR. These measures are actions the City can take rather than conditions that can be directly imposed on a project applicant.

Nevertheless, the on-going costs of general fund activities, such as police, fire administration, public works and general government, cannot be reduced to a level of insignificance. The reasons are legal constraints on the generation of tax revenues and a need to provide housing at the lowest possible cost to all economic segments of the population, without jeopardizing the public health, safety and welfare.

C. Schools

The impact of this project on the Roseville Joint Union High School District has been fully mitigated by the conditions to pay school fees under Rocklin Municipal Code section 15.24.010 et seq. and the agreement with the Roseville Joint Union High School District attached to the Development Agreement.

The project has also been conditioned to address the potentially significant impacts on the Rocklin Elementary School District as described in Exhibit A. In placing these conditions on the project, it is the intention of the City Council to address the impacts on the school district to the extent it can legally do so and to the extent that the applicant has agreed. Any and all further mitigation measures, including those measures proposed by the school district, are beyond the legal authority of the City at this time and lie within the authority of the school district and the State of California. To the extent any significant impacts on the Rocklin Elementary School District remain, the findings of overriding considerations set forth in Exhibit C are adopted in response to such impacts, if any.

EXHIBIT C

STATEMENT OF OVERRIDING CONSIDERATION

The City has balanced the benefit to the Rocklin West A-1 Area and to the City as a whole against the potential risk of environmental harm disclosed in the Rocklin West A-1 Area EIR. To the extent that the impacts have not been mitigated to a less than significant level, the City finds the following overriding considerations support approval of the Rocklin West A-1 Area project.

- 1. The Rocklin West A-1 project will generate new direct and indirect permanent jobs within the community and throughout the South Placer region. This is a particularly crucial factor in view of the current 11.8% unemployment rate for the region.
- 2. The Rocklin West A-1 project will generate employment in the construction industry, which is currently severely depressed.
- 3. The Rocklin West A-1 project will help diversify the economic base of the region, which is particularly needed in light of the limited commercial growth within the City of Rocklin, which in the past has lost business income to larger market areas.
- 4. The Rocklin West A-1 project will generate funds to provide needed road improvements, signalization, park facilities, and other public facilities and capital equipment.
- 5. The Rocklin West A-1 project will provide housing within a diverse density range thereby having the potential to provide housing to meet the needs of the region.

RESOLUTION NO. 83-117

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN AMENDMENT TO THE GENERAL PLAN OF THE CITY OF ROCKLIN: Rocklin West Area A-1: GPA-82-03

THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES RESOLVE AS FOLLOWS:

Section 1: The City Council finds and determines that:

- 1. The City of Rocklin has considered the effect of the approval of this General Plan Amendment on the housing needs of the region and balanced those needs against the public service needs of its residents, and available fiscal and environmental resources.
- 2. The area is physically suited for the proposed land use in terms of topography and availability of services.
- 3. The proposed land uses are compatible with land uses permitted in adjacent areas, providing the properties are developed in accordance with the General Plan policies and Zoning Ordinance requirements.
- 4. The proposed land uses are not likely to create a nuisance to adjacent areas.
- 5. The proposed land uses will create an insignificant effect upon traffic, and City policies regulating street improvements will be imposed on the property at the time of other City permits which will be necessary to improve the properties.
- 6. The proposed General Plan Amendment would encourage and promote the development of a range of attached and detached housing units in locations that encourage mixed owner-occupied and non-owner occupied housing, in accordance with the goals and policies of the City's Housing Element.
- 7. The proposed land uses and General Plan Amendment is consistent with the existing General Plan text of the City of Rocklin and policies related to the development of the South Placer region.

8. The City Council has considered alternatives for Parcel I and find no additional significant impacts by designating that parcel Medium Density Residential.

Section 2. An Environmental Impact Report has been certified and a Statement of Overriding Considerations has been adopted.

Section 3. The City Council hereby approves the General Plan Amendment GPA-82-03, as follows:

- A. That all the certain property (214 acres) known more commonly as the Rocklin West A-1 Area be General Planned to Retail Commercial, Business-Professional, High Density Residential, Medium Density Residential, Public-Quasi-Public, and Recreation-Conservation, as shown on Exhibit A, attached hereto and incorporated herein.
- B. That Rocklin West Boulevard be designated as an arterial (street), and Whitney Boulevard be designated as a collector (street), located as shown on the attached Exhibit A.
- C. That applicable mitigation measures, as adopted from the EIR on the Rocklin West A-1 Area project be imposed on any future entitlements to develop this property under this General Plan Amendment.

AYES: COUNCIL MEMBERS: Hill, Dominguez, Huson, Wofford

NOES: COUNCIL MEMBERS: Linton

ABSENT: COUNCIL MEMBERS: None

ATTEST:

EXHIBIT A TC THE GENERAL PLAN AMENDMENT

First Reading: 10-17-83

Second Reading: 11-7-83

Effective Date: 12-7-83

ORDINANCE NO. 502

AN ORDINANCE OF THE CITY OF ROCKLIN APPROVING THE REZONING APPLICATION AND ADOPTING THE GENERAL DEVELOPMENT PLAN FOR THE A-1 AREA OF ROCKLIN WEST, Z-82-02, PD(G) 82-01

WHEREAS, the City Council of the City of Rocklin has considered the effect of the approval of this application on the housing needs of the region, and balanced those needs against the public service needs of its residents and available fiscal and environmental resources:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN AS FOLLOWS:

Section 1. An Environmental Impact Report has been certified and a Statement of Overriding Considerations has been adopted.

Section 2. The City Council finds and determines that:

- 1. The proposed zoning is consistent with the City of Rocklin's General Plan, as amended by GPA-82-03.
- 2. The area is physically suited to the uses authorized in the zones.
- 3. The zone is compatible with the land use or land uses permitted in the zones of adjacent areas.
- 4. Neither the land use nor density nor intensity permitted in the proposed zone will be likely to create serious health problems.
- 5. Neither the land use nor the density nor intensity in the proposed zone will be likely to create a nuisance to adjacent areas.
- 6. The proposed zoning scheme is consistent with and implements the policies as set forth in the

City of Rocklin's Housing Element of their General Plan.

Section 3. The rezoning of the Rocklin West A-1 Project to P.D. (Planned Development) and the adoption of the General Development Plan, as included in the documents and exhibits attached hereto and incorporated herein, are hereby approved.

- A. The attached documents and exhibits include:
- 1. The PD Zoning Ordinance entitled "The New Community PD Zoning Ordinance, Rocklin West Area A-1."
- 2. Exhibit "A", General Development Plan Map.
- 3. Exhibit "B", Typical Bluff Line Landscaping.
 - 4. Exhibit "C", Typical Landscape Corridor.
- 5. Exhibit "D", Variable Setbacks Street Tree Program.
- 6. Exhibit "E", "The New Community Design Evaluation Guidelines: Rocklin West."
- B. The Rezoning shall be subject to the approval of the General Plan Amendment GPA-82-03, and the adoption of the Development Agreement for the Rocklin West A-1 Area Project.
- C. The General Development Plan Map, Exhibit A, shall be amended to specify Parcel "I" as RD-6.

Section 4. Within fifteen 15) days after passage of this Ordinance, copies shall be posted in three public places within the City of Rocklin.

PASSED AND ADOPTED this 7th day of November , 1983, by the following roll call vote:

AYES:

COUNCIL MEMBERS: Hill, Huson, Dominguez, Wofford

NOES:

COUNCIL MEMBERS: Linton

ABSENT:

COUNCIL MEMBERS: None

ATTEST:

1983



PD ZONING ORDINANCE



AREA A-1

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ROCKLIN WEST
P.D. ZONING ORDINANCE
AREA A-1

ADOPTED: July 19, 1983

BY: Rocklin Planning Commission

ORD	INANCE	NO.	

AN ORDINANCE OF THE CITY OF ROCKLIN REZONING CERTAIN PROPERTY, KNOWN AS THE ROCKLIN WEST AREA A-1 PLANNED DEVELOPMENT DISTRICT FROM R1-7.5, R-3, C-2 & O.A. TO THE PD-PLANNED DEVELOPMENT ZONE, AND APPROVING A GENERAL DEVELOPMENT PLAN FOR SAID PROPERTY.

The City Council of the City of Rocklin, does ordain as follows:

SECTION I - REZONING TO PD-PLANNED DEVELOPMENT ZONE

That property known as the Rocklin West Area A-1, ("The Property"), more specifically described in Exhibit "A" Development Plan attached hereto and incorporated herein by this reference is hereby rezoned from zone (s) R1-7.5, R-3, C-2 & O.A. to PD-Planned Development Zone, and shall be known as the Rocklin West Area A-1 Planned Development District.

SECTION II - GENERAL DEVELOPMENT PLAN FOR ROCKLIN WEST

The City Council of the City of Rocklin, in order to encourage a creative and flexable approach to the development of the Rocklin West Area A-l property and to maximize the choices of types of living environments, including choices of tenure, type, and price of living units, available to the citizens of the City of Rocklin, hereby approves Exhibit "A" entitled General Development Plan, Exhibit "B" entitled Typical Bluff Line Landscape, Exhibit "C" entitled Typical Landscape Corridor, Exhibit "D" entitled Variable Setbacks Street Tree Program, and Exhibit "E" entitled Design Evaluation Guidelines for the Rocklin West Area A-l Planned Development District. Said exhibits and the development standards governing intensity of land use, location of such uses, and other criteria set forth in or adopted by reference by this ordinance

together shall comprise the General Development Plan for and shall constitute the development restrictions applicable to the Rocklin West Area A-1 Planned Development District. Development of all or any portion of the property shall conform with the General Development Plan.

SECTION III - ROCKLIN WEST AREA A-1 CONSISTENCY WITH GENERAL PLAN AND ZONING CODE

The City Council hereby finds that the General Development Plan is consistent with the City's General Plan, the purposes of the PD zone and the land use policies and desires of the City.

SECTION IV - PURPOSE

The purpose of this PD Ordinance is to:

- A. Regulate the use of buildings, structures and land as between commercial, business professional, residential use, and open space, including recreation, enjoyment of scenic beauty and use of natural resouces, and other purposes;
- B. Regulate the location, height, bulk, number of stories, and size of buildings and structures;
- C. Regulate the size and use of lots, setbacks, courts and other open spaces;
- D. Regulate the percentage of a lot which may be occupied by a building or structure;
 - E. Regulate the intensity of land use;
 - F. Establish permitted and conditional permitted uses;
 - G. Establish requirements for off-street parking and loading;
- H. Establish zoning categories and boundaries deemed best suited to carry out the purposes of PD Ordinances;
- I. The purposes set forth above are deemed necessary in order to encourage the most appropriate use of land; to conserve, protect and stabilize the value of property; to provide adequate open spaces for light and air; to prevent undue concentration of population; to lessen congestion on the streets; to provide adequate provisions for community utilities; and to promote the public health, safety, and general welfare. It is a further purpose of this ordinance to implement the General Plan of the city, by insuring efficient use of the land for a variety

of housing types, sizes and residential densities.

SECTION V - INTERPRETATION

Except to the extent specific provisions of this ordinance preclude their application, all provisions of Title 17 of the Rocklin Municipal Code shall apply to the property in addition to the provisions of this ordinance. In the event a provision of this ordinance directly conflicts with a provision(s) of Title 17 of the Rocklin Municipal Code, the provision in this ordinance shall prevail.

SECTION VI - ZONING CATEGORIES

The following zoning categories are hereby created with this PD District:

RD - 4 Residential

RD - 6 Residential

RD - 7 Residential

RD - 8 Residential

RD - 14 Residential

B.P. Business Professional

C. Commercial

O.S. Open Space

SECTION VII - ZONE BOUNDARIES

The boundaries of zones described in this ordinance shall be as shown on the Development Plan (Exhibit "A").

SECTION VIII - PERMITTED AND CONDITIONAL USES

The permitted uses and conditional uses for each zoning category are set forth below:

RD-4, RD-6 RESIDENTIAL

- A. All permitted uses specified in R.M.C., Section 17.12.010 (R1-6 Zone), and all conditional uses specified in Section 17.12.020 (R1-6 Zone) upon approval of a use permit, as said sections now read and as they may hereafter be amended;
 - B. Half-plexes and duplexes (on corner lots only), townhouses

and condominiums.

RD-7, RD-8, RD-14 RESIDENTIAL

- A. All permitted and conditional uses as allowed under RD-4 and RD-6 with the exception that half-plexes and duplexes are not restricted to corner lots.
- B. All permitted uses specified in R.M.C., Section 17.38.010 (R-2 Zone) and all conditional uses specified in Section 17.38.020 (R-2 Zone) upon approval of a use permit, as said sections now read and as they may hereafter be amended.
- C. All permitted uses specified in R.M.C., Section 17.40.010 (R-3 Zone) and all conditional uses specified in Section 17.40.020 (R-3 Zone) upon approval of a use permit, as said sections now read and as they may hereafter be amended.

B.P. BUSINESS PROFESSIONAL

- A. All permitted uses specified in R.M.C., Section 17.42.010 (BP Zone) and all conditional uses specified in Section 17.42.020 (BP Zone) upon approval of a use permit, as said sections now read and as they may bereafter be amended.
- B. The following accessory uses, subject to a conditional use permit: all permitted uses specified in R.M.C., Section 17.44.010 (C-1 Zone), as said section now reads and as it may hereafter be amended, exclusive of retail food store, variety store, hardware store and toy store.

C. COMMERCIAL

- A. All permitted uses specified in R.M.C., Section 17.46.010 (C-2 Zone) as said section now reads or as it may hereafter be amended, and bakery, trade or business schools, dance, music, voice studios, drive-in restaurent, print shop, medical offices.
- B. All conditional uses specified in Section 17.46.020 (C-2 Zone) as said section now reads or as it may hereafter be amended, and recycling center, billiard room, veterinary clinic (no hospital or kennels), park and ride lot upon approval of a use permit.

O.S. OPEN SPACE

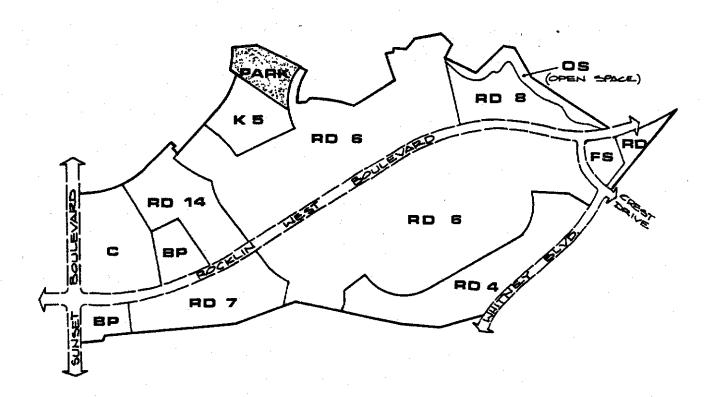
All conditional uses specified in R.M.C., Section 17.58.010 upon approval of a use permit, as said section now reads or as it may hereafter be amended.

ALLOWABLE RESIDENTIAL USES WITHIN RESIDENTIAL ZONES

RESIDENTIAL ZONE	CONVENTIONAL SINGLE-FAMILY (DETACHED)	O-LOT LINE SINGLE-FAMILY (ATTACHED AND DETACHED)	HALF-PLEX, DUPLEX, TRI-PLEX, **	TOWNHOUSE CONDOMINIUM ROWHOUSE **	APARIMENT
RD-4	Х	Х	*	Х	
RD-6	X	Х	*	х	
RD-7	Х	Х	Х	Х	X
RD-8	Х	Х	Х	Х	Х
RD-14	х	Х	х	х	Х

^{*}Half-plex or duplex corner lot only RD-4 and RD-6

^{**}In addition, certain amount of detached dwelling units may be integrated within all zoning categories.



SECTION IX - RESIDENTIAL DENSITY

The following residential densities are hereby established within PD District:

- RD 4 Maximum 4 units per gross acre;
- RD 6 Maximum 6 units per gross acre;
- RD 7 Maximum 7 units per gross acre;
- RD 8 Maximum 8 units per gross acre;
- RD 14 Maximum 14 units per gross acre;

The ranges of density as identified refers to Exhibit "A" Development Plan.

SECTION X - DENSITY CALCULATION

Density calculations shall be based on the usable area within the lot lines of a lot or parcel, exclusive of existing and/or proposed public streets, public open space (i.e., parks, parkways, etc.), park and ride, fire station site, etc., as shown on Exhibit "A" General Development Plan. In calculating the maximum number of dwelling units, the total number shall be rounded down to the nearest whole number.

SECTION XI - ZONING DEFINITIONS

The definitions contained in Chapter 17.04 Rocklin Municipal Code and the following definitions shall apply to this ordinance:

LOT. A parcel of land or site in one ownership having an area for each main building or use as required in the applicable zone and having a frontage upon or access by adequate public or private easement to a public street, road, or highway.

LOT LINE, FRONT. In the case of an interior lot, a line separating the lot from the street or place; and in the case of a corner lot, a line separating the narrowest street frontage of the lot from the street. In the case of a square, or nearly square-shaped corner lot, the City shall designate the front of the lot. Once the frontage has been determined, it cannot be changed unless all requirements for yard space are complied with.

LOT LINE, REAR. A lot line which is opposite and most distant from the front lot line and, in case of an irregular, triangular or goreshaped lot, a line ten (10) feet in length within the lot, parallel to and at the maximum distance from the front lot line.

Section XI - Continued

LOT LINE, SIDE. Any lot boundary line not a front lot line or a rear lot line.

LOT, THROUGH. A lot having a frontage on two (2) parallel or approximately parallel streets. The City shall determine which frontage is the front of said lot.

YARD. An open space and area within a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided.

SECTION XII - RESIDENTIAL DEVELOPMENT STANDARDS

The residential development standards contained in this section are designed to promote the finds them to be consistant and compatible with the objectives, policies, general land uses and public health, safety, and general welfare. The City Council in establishing these standards programs specified in the General Plan; and are adopted as follows:

A. CONVENTIONAL SINGLE FAMILY RESIDENTIAL STANDARDS

HALF-PLEX, DUPLEX CORNER	ц	ц
STARET TAEES	g	g
OEE STREET PARKING	ө	Ø
SAIROM STORIES	2	2
HEICHT REGULATIONS (FT.)	30	30
POT COVERAGE (%) **	40	40
REAR SET-BACK *	Ü	ပ
SIDE SET-BYCK *	q	q
REAR SET-BACK	Ö	ပ
SIDE SET-BACK	Ω	Q
FRONT SET-BACK	ત	ď
WINIWUM FOT DEPTH (FT.)	95	95
MIDIH (FT.) WIDTH (FT.)	80	60
MIDIHUUM INTERIOR LOT WIDTH (FT.)	75	55
MINIMUM UNIT SIZE (SQ.FT.)	1000	800
STREET CORNER LOT AREA PER DWELLING UNIT (SQ.FT.)	8000	5700
INTERIOR LOT AREA PER DWELLING UNIT (SQ. FT.)	7500	5200
TNOZ TYLLNGGISƏN	RD-4	RD-6 to RD-14

*Minimum area between dwellings and/or property line, refer to Section XIII - SPECIAL PROVISIONS (page 11 & 12) Private Streets, refer to Section XIII - SPECIAL PROVISIONS (page 16) Bluff Line Lots, refer to Section XIII - SPECIAL PROVISIONS (page 15) **Maximum area to be utilized for dwelling coverage within a lot a-j Refer to Section XIII - SPECIAL PROVISIONS (page 10-17)

SECTION XII - Continued

CLUSTER & MULTI-FAMILY RESIDENTIAL STANDARDS

Where Specific Development Plans intergrate controlled (private and/or public) common open space conventional single family requirements can be reduced as allowed under the following table.

choice in the type of environment available to the people; to encourage more efficient allocation and maintenance of sirable and feasible; and to provide a means for greater creativity and flexibility in design than is provided under the strict application of zone design standards while at the same time providing adequate protection of the environ-The development shall The purpose of this is to encourage a creative and more efficient approach to the use of land; to maximize the privately controlled common open space through the redistribution of overall density where such arrangement is dement and of the health, safety, and comfort of the residents of the development and the City. not exceed the basic land use density in which the project is located.

A-D Refer to Page 3, Allowable	Residential uses within resi-	dential zones.
 Ţ.	Ţ.	II E
	5	N

e dwelling units. twelling units.

etween dwelling

tion XIII - Special sage 10-17) is the area util-

or private streets /s, assessory strucalling units, parkrecreational faciing, cabanas, tenus; pools, recreaä

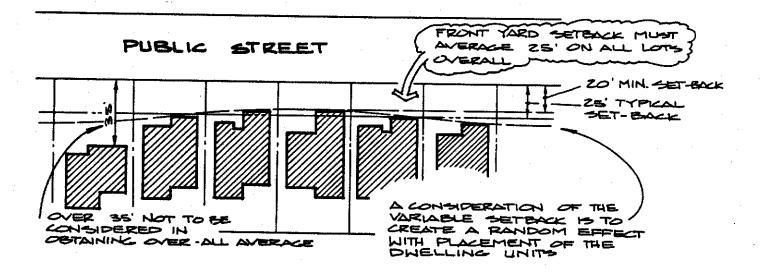
ign Evaluation (Exhibit "E")

tion VIII-Special Provision. (page 15) ets: Refer to Sec-ecial Provision.

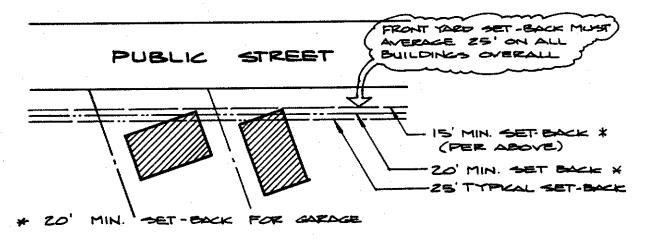
A-D Refer to Page Residential udential adential adential zones *One lot - two dw **One lot - three ***Minimum area bet units. a-j Refer to Secti	: Lot coverage i lized for dwei ing, driveways tures, public	and excludes national lities such as tional building nis courts, et	. Refer to Desic Guidelines. ([†] Private Stree	tion VIII-Spec (page 16) Bluff Line Lor tion VIII-Spec
COMMON OPEN SPACE & RECREATIONAL FACILITY	•	• •	• •	•
SIBEEL LKEES	D.	ממ	g	g
OEF STREET PARKING	Ð	മെ	ወ 44	щ
MAXIMUM STORIES	7	212	2.2	2
HEIGHT REGULATIONS (FT.)	30	30 30	30 30	30
IOT COVERAGE (%):	65	09	09	09
KEYK SEIT-BYCK ***	υ	ဎဎ	ਹਾ ਹ	đ
SIDE SEL-BYCK ***	Д	മമ	ਰ ਹ	מ
REAR SET-BACK	υ	បប	שש	ਚ
SIDE SEL-BYCK	q	Q Q	ਾਹਾ ਹਾ	ק
LEONI SEI-BYCK	ď	ರ ರ	ਾਹਾ ਹਾ	ت
MINIMUM FOT DEPTH (FT.)	80	95 95	95	
MIDIH (FT.)	39	35 65	75	
MINIMUM INTERIOR LOT WIDTH (FT.)	34	30 60	70	
(SQ.FT.)	750	009 009	009	350
STREET CORNER LOT AREA PER DWEILING UNIT (SQ.FT.)	3600	3500 6500	7500	
INTERIOR IOT AREA PER DWELLING UNIT (SQ.FT.)	3200	3000 3000	7000	
RESIDENTIAL ZONE	A. Single Family attached or detached	B. Half-plex, duplex *	C. Tri-plex** Townhouse/ Condo.	D. Apartments

SECTION XIII - SPECIAL PROVISION

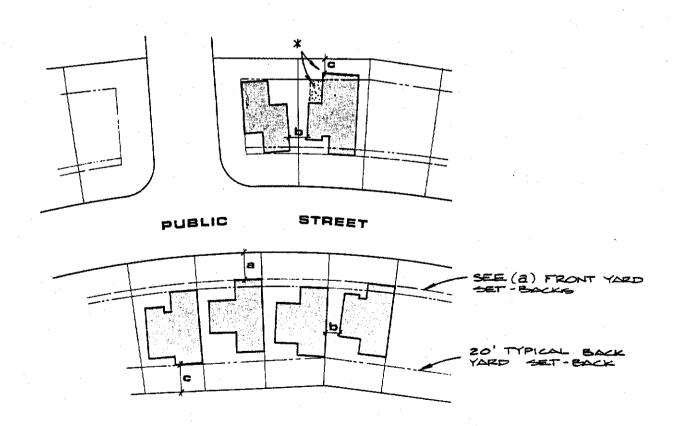
(a) FRONTYARD SETBACK: The standard twenty five (25) feet setback for Conventional Single Family, may be reduced up to twenty (20) feet from the street right-of-way provided that; the average sum of the setbacks are equal to twenty five (25) feet and that setbacks greater than thirty five (35) feet are not considered in the averaging of the sum of those setbacks, with the intent of creating a variety of setbacks.



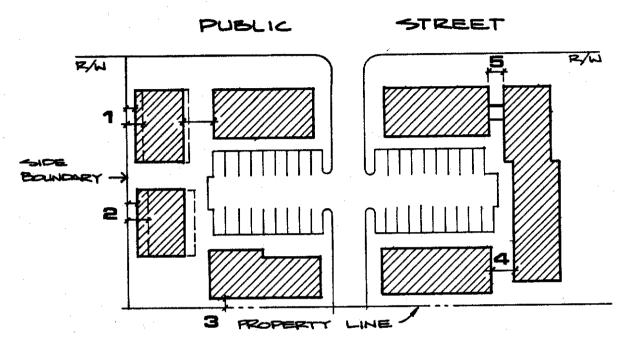
The setback requirements as outlined above, may be further reduced five (5) feet for corners of buildings when the angle formed by extended lines of the building intersecting with the street are between 20° and 70°.



- (b & c) The following minimum open space areas apply to conventional single family lot ownership only, including zero lot lines and patio homes; half-plexes and duplexes.
- (b) <u>SIDE YARD SETABCK</u>: There shall be a total of the side yards between each dwelling of at least ten (10) feet for single story and two story structures.
- (c) REAR YARD SETBACK: There shall be a rear yard of not less than twenty (20) feet. However, rear yards may be reduced to fifteen (15) percent* of the average depth of the lot, but in no event less than ten (10) feet on one story and fifteen (15) feet for two story buildings.
- *The main building may project into the required rear yard for a lot provided that an equal area is provided as a yard or court within the buildable portion of the lot.



(d) The following minimum open space areas apply to tri-plexes, townhouses, condominiums and apartments.



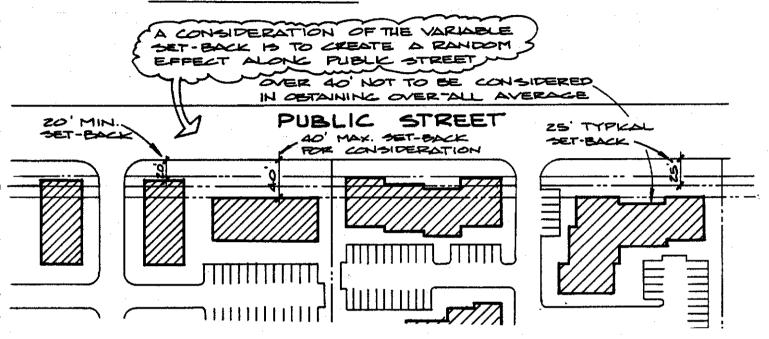
- *1. ONE (1) STORY BUILDINGS: Buildings having no entrance to a side boundary line shall provide a yard of not less than five (5) feet. Buildings having one (1) or more entrances to a side boundary line shall provide a yard of not less than ten (10) feet.
- *2. TWO (2) STORY BUILDINGS: Buildings having no entrance to a side boundary line shall provide a yard not less than seven and one half (1½) feet. Buildings having one (1) or more entrances, on any floor, shall provide a yard of not less than fifteen (15) feet.
- *3. ADJACENT TO REAR CONVENTIONAL SINGLE FAMILY: Single story buildings adjacent to shall provide a minimum of fifteen (15) feet, two story buildings adjacent to shall provide a minimum of twenty (20) feet.

The minimum distance between on-site buildings or wings of a building may be:

- *4. Not less than the sum of the two (2) open space requirements required for each individual building wing or building face, etc. (Refer to 2. & 3. above.)
- *5. An area between buildings covered by a roofed structure shall not be less than ten (10) in width, measured from the finished wall. Excluding eve overhang.

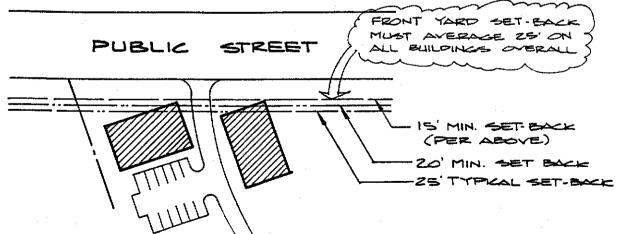
^{*}Revarify with fire district as to their current requirements and standards for fire protection.

*6. PUBLIC STREET SET-BACK:



The standard twenty five (25) foot front set-back for cluster and mulit-family units, may be reduced up to twenty (20) feet from the street right-of-way provided that the average linear footage (front, side or rear) of all buildings adjacent to public streets shall have an average set-back of twenty five (25) feet. Set-backs of buildings greater than forty (40) feet shall not be considered in the averaging of the sum of those set-backs. The intent of this is to create a variety of front set-backs for buildings.

The set-back requirements as outlined above, may be further reduced five (5) feet for corners of buildings when the angle formed by extended lines of the building intersecting with the street are between 20° and 70°.



^{*}Revarify with fire district as to their current requirements and standards for fire protection.

(e) OFF-STREET PARKING: Conventional Single Family, half-plex, duplex or tri-plex shall be provided two (2) parking spaces per dweling unit, which shall be outside typical front yard setback.

Two (2) Car Garages: A structure at least twenty (20) feet wide and a minimum four hundred (400) square feet in area, in conjuntion with a driveway pad at least sixteen (16) feet in width contigious to the front of the two (2) car garages.

Upon approval of a Specific Plan Use Permit by the City, the Specific Development Plan may provide in-lieu of the two (2) car garage the following: one (1) car garage with carport or open parking space; all one (1) car garages, carport; or open parking spaces to be located outside the typical front yard setback, and provide a driveway pad width equivalent to the opening of the garage and carport or parking spaces.

One (1) Car Garages: A structure at least twelve (12) feet wide and a minimum of two hundred forty (240) square feet in area.

*Carport: A covered area of at least ten (10) feet wide by twenty (20) feet deep, a minimum of two hundred (200) square feet in area.

*Parking Space: An area of at least ten (10) feet wide by twenty (20) feet deep.

- (f) OFF-STREET PARKING: Townhouses, Condominiums and Apartments;
- **1. Townhouses and condominiums shall be provided with at least two and ½ (2.25) parking spaces per dwelling unit, which shall consist of a two (2) car garage or one (1) stall carport with another assigned parking space and at least one-forth (½) parking space per unit shall remain unassigned and open to any vehicle. If tandem parking is not provided to the garage or carport space, one (1) guest parking space shall be provided per dwelling unit, in-lieu of the one-forth (½) parking space per dwelling unit.
- **2. Apartments shall be provided with at least two and onetenth (2.1) parking spaces per dwelling unit. At least one (1) parking

^{*}If used in conjunction with a walkway the minimum width shall be twelve (12) feet

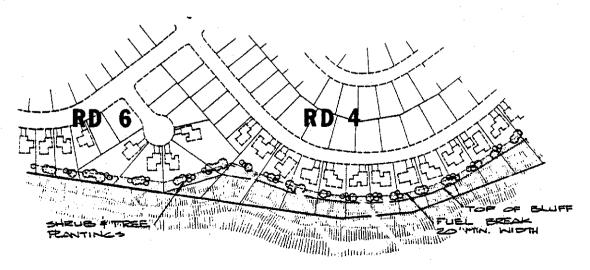
^{**}In calculating the minimum number of parking spaces to be provided, the total number shall be rounded up to the nearest whole number.

space per dwelling unit shall be covered and at least six tenths (0.6) parking spaces per unit shall remain unassigned and open to any vehicle. Any permanently assigned parking spaces must be full sized spaces. In projects where permanent spaces are assigned to each unit, up to 50% of the unassigned spaces may be compact sized spaces. Unassigned compact spaces and unassigned full sized spaces shall each be evenly distributed throughout the project.

- (g) <u>STREET TREES</u>: Street trees shall be planted at the time of occupancy in accordance with the Master Street Tree Planting Plan adopted as a part of the Specific Development Plan (use permit).
- (h) HALF-PLEX/DUPLEX DRIVEWAY/GARAGE LOCATION: Specified corner lots are permitted for duplex residential use, including split ownership (half-plex) use. Each corner lot half-plex or duplex shall have public street access to opposing streets. This requirement may be waived by the Planning Director to avoid potential traffic conflicts by bringing both driveways off the lesser traveled street.

(i) BLUFF LINE LOTS ONLY:

- l. The perimeter landscaping planting theme shall be planted at the time of occupancy of each dwelling unit in accordance with the master "Bluff Line Landscape Plan" Exhibit "B". Refer to Design Evaluation Guidelines, Exhibit "E".
- 2. Two story and split level structures shall be permitted provided that the total combined height does not exceed thirty (30) feet.



- (j) <u>INTERNAL PRIVATE ACCESS</u>: When a project includes private access drives and parking facilities, the following design concepts shall be used by the Planning Department in analyzing the design and reporting to the hearing body(s) as to the adequacy of the design:
- 1. The number, design location, and arrangement of on-site parking spaces shall be provided as specified by City Ordinance.
- 2. For the convenience of tenants and guests, and to encourage the use of off-street rather than curbside parking and parking along private drives, parking spaces shall be located as close as reasonably possible to the unit or the communal facility it is intended to serve.
- 3. Access to on-site parking shall be by private and or public access drives.
- 4. Private access drives shall be of circular design where possible and provide vehicular access at two (2) or more points. Access drives which have but one (1) point of access shall not exceed one hundred fifty (150) feet in length; however, such drives may exceed one hundred fifty (150) feet in length if the design includes turnaround arrangements or "emergency only" access arrangements, to the satisfaction of the fire district.
- 5. Toward the objectives assuring adequate private internal circulation for residents and guests, and of assuring an unencumbered access for fire fighting equipment and service vehicles, (such as garbage trucks and moving vans), the access drives shall be installed in accordance with the following basic standards, or a combination thereof:
- a. Main access drives shall be installed with a minimum full travel pavement width of twenty eight (28) feet, within which parking shall be prohibited by social devices such as signing, red curb, and association enforcement. If on-street parking is to be allowed the minimum width shall be forty (40) feet.
- b. City may allow secondary access drives to be installed with a minimum full travel pavement of twenty (20) feet, within which parking shall be prohibited by layout and design features which reasonably assure that no part of the access will potentially be used for on or off street parking by normally conscientious drivers. When a portion

of a secondary access drive is utilized for off-street parking the minimum back up length shall be twenty five (25) feet.

The center of the access drive shall be clearly marked with paint, traffic buttons, or by architectural treatment such as brick, cobblestone, etc. The purpose of this center line pavement marking is to more clearly identify travel lanes and fire lanes, and by so identifying, to discourage parking within them.

- c. Garage doors shall either be four (4) to six (6) feet fron the edge of the access drive (with automatic garage door openers) or twenty (20) more feet from the access drive. If the driveway to the garage is twenty (20) or more feet, the driveway may be utilized for parking. The purpose of this criteria is to avoid the creation of possible parking spaces which are long enough to invite parking but too short to provide for it without intrusion into the access drive.
- d. Access drives shall be located no closer than ten (10) feet from the habitated portions of the dwelling unit, measured in any direction from the edge of the drive (including vertical angle measurement). Parking spaces shall be located at a minimum of six (6) feet from the habitated portions of the dwelling unit measured in any direction from the edge of parking space (including vertical angle measurement). Fences, patio trellis, etc., shall be located no closer than three (3) feet from access drives or parking spaces.
- e. A minimum vertical clearance of at least fourteen (14) feet shall be maintained above access drives.
- f. Access drives shall be designed to meet turning radius requirements of the fire district. The designer should contact the fire district of jurisdiction for specific criteria. The purpose of this provision is not only to obtain the radius criteria, but to establish meaningful contact with the fire district for hydrant location and other safety requirements as early in the design phase as reasonably possible.
- g. It is suggested within larger planned village areas that a display and unit location map shall be installed at each major access entrance and any major walkway entrance to the project as an aid to emergency personnel and a convenience to vistors.

SECTION XIV - B-P BUSINESS PROFESSIONAL DEVELOPMENT STANDARDS

Refer to the City of Rocklin Municipal Code, Chapter 17.42 Sections:

Permitted Uses (refer to Section VIII)

Conditional Uses (refer to Section VIII)

17.42.030 Height Regulations

17.42.040 Lot Area

17.42.050 Lot Coverage

17.42.060 Lot Width

17.42.070 Setbacks

17.42.080 Off-Street Parking

<u>SECTION XV - COMMERCIAL ZONE DEVELOPMENT STANDARDS</u>

Refer to the City of Rocklin C-2 Municipal Code, Chapter 17.46 Sections:

Permitted Uses (refer to Section VIII)

Conditional Uses (refer to Section VIII)

17.46.030 Height Requirements

17.46.040 Lot Area

17.46.050 Lot Width

17.46.060 Setbacks

17.46.070 Off-Street Parking

17.46.080 Zone Size Minimums

SECTION XVI - USE PERMIT - SPECIFIC PLAN

- A. All or any portion of the property shall be developed only upon approval by the Planning Commission of a Use Permit in accordance with R.M.C., 17.60.100 and as it may hereafter be amended.
- B. The application for a Use Permit for a phase(s) shall be accompanied by a Specific Development Plan for such phase(s). Such plan shall consist of a map and necessary textual materials showing:
 - 1. Proposed subdivision name, if any;
- 2. Names, addresses and telephone numbers of the record owner and subdivider of the land;
- 3. Name, address and telephone number of the person, firm or organization that prepared the map;
 - 4. Date of preparation;

- 5. North point and scale of map;
- 6. A vicinity key map of appropriate scale and covering sufficient adjoining territory so as to clearly indicate nearby street patterns, major access streets, other adjacent properties in the subdivider's ownership, and other significant features which will have a bearing upon the proposed subdivision and its location and relationship to surrounding areas;
- 7. A statement of existing and proposed zoning and existing and proposed uses of the property with the approximate areas of the proposed uses by type and the total area of the subdivison;
 - The number of units per gross acre;
 - 9. The boundaries of the Specific Development Plan;
- 10. Subdivision name and tract numbers of adjacent subdivisions, if any, and property lines sufficient to show their relationship to the proposed subdivision;
- ll. Contour lines at intervals of not more than two (2) feet where the slope of the property is less than ten percent and at five foot intervals where the slope of the property exceeds ten percent. Topographic information shall be sufficient to fully show the configuration of the land and any and all depressions that present drainage problems;
- 12. The approximate location and general description of any trees and shrubs with notations as to their retention or destruction;
- 13. The location of all structures which are to be retained within the subdivision; the distances between structures to be retained and existing or proposed street and lot lines; and notations concerning all structures which are to be removed;
- 14. The locations, widths and purposes of all existing and proposed easements for utilities, drainage and other public purposes;
- 15. The locations, widths and names or designations of all existing or proposed streets, alleys, pedestrian ways and other rights-of-way, whether public or private, within and adjacent to the subdivision;
- 16. The boundaries of existing public areas in and adjacent to the subdivision, with the nature of each indicated thereon;

- 17. The location and size of any proposed park or recreation area, and an indication of whether or not the same is to be public or privately owned;
- 18. The location of any public facilities, including but not limited to, fire stations, school sites, utility substations, or other facilities;
- 19. A designation of the use of all open space (whether publicly or privately owned) and the person or group responsible for its maintenance;
- 20. The location and size of any proposed signs, exclusive of traffic-control and street signs;
- 21. The typical location of individual residential structures and the actual location of multifamily, business and commercial structures;
 - 22. The location of parking areas;
 - 23. The location and screening of refuse disposal area;
- 24. Major points of vehicular access to and from multifamily, business and commercial structures;
 - 25. The location and size of all fencing or screening.
- C. In conjunction with the Specific Development Plan Map, there shall be submitted the following:
- 1. A Preliminary Grading Plan prepared in compliance with city standards as established. (If circumstances warrant, the City Engineer may waive the Preliminary Grading Plan. Such waiver must be in writing and must accompany the Use Permit Specific Plan application);
- 2. For business or commercial areas, an economic feasibility study and transportation plan may be required as to the need and projected use of such facilities;
- 3. Preliminary Plans concerning the landscaping, including the type and size of plant materials to be used;
- 4. Such other and further information as the Planning Director or the Planning Commission may deem necessary.
- D. The application for the Use Permit, and appeals from action thereon by the Planning Commission, shall be subject to all applicable provisions of this R.M.C. Title 17 relating to Use Permits.

SECTION XVII - APPROVAL EXPIRATION - EXTENSIONS - FAILURE TO FILE SPECIFIC PLAN

- A. If no Specific Development Plan is filed for approval on all or any portion of the General Development Plan within two years after approval of the General Development Plan or, if a period of two (2) years elapses between the approval of a Conditional Use Permit for a Specific Development Plan for a portion of the property and the submittal of a Specific Development Plan for development of a separate portion of the area covered by the General Development Plan, the Planning Commission shall not consider Specific Development Plan and Conditional Use Permit therefor until it has first reconsidered the overall General Development Plan and readopted or modified the same.
- B. The Planning Commission may grant an extension of either or both the time periods specified in subsection A of this section for a period not exceeding twelve (12) months, provided application for an extension is made prior to expiration of the applicable period.
- C. Except upon its own motion, adopted within fifteen (15) days after action by the Planning Commission hereunder, no action by the Council shall be required by this section.

SECTION XVIII

- A. Phasing of Project Development: All development shall be contingent on the provision, funding and phasing of adequate vehicular access and circulation. Development shall conform to approved unit phasing schedule.
- B. <u>Project Design</u>: The Design Evaluation Guidelines (Exhibit "E") are to be used as a guide to identify and illustrate the quality of architectural landscaping and related design concepts for Rocklin West Area A-1. The intent of the D.E.G. is focused mainly toward residenital developments.

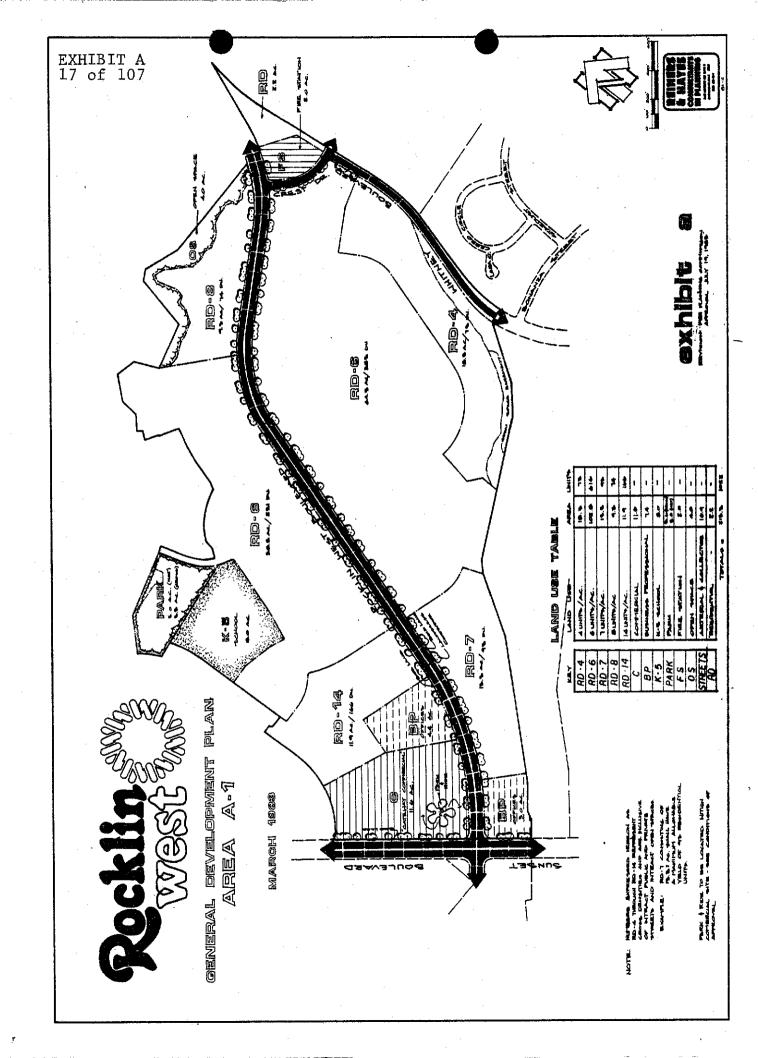
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CITY CLERK

Within fifteen (15) days of its passage copies of this ordinance shall be posted in three (3) public places within the city.

Passed and a	adopted this	day	of		1983 b	y the	followin
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MAYOR



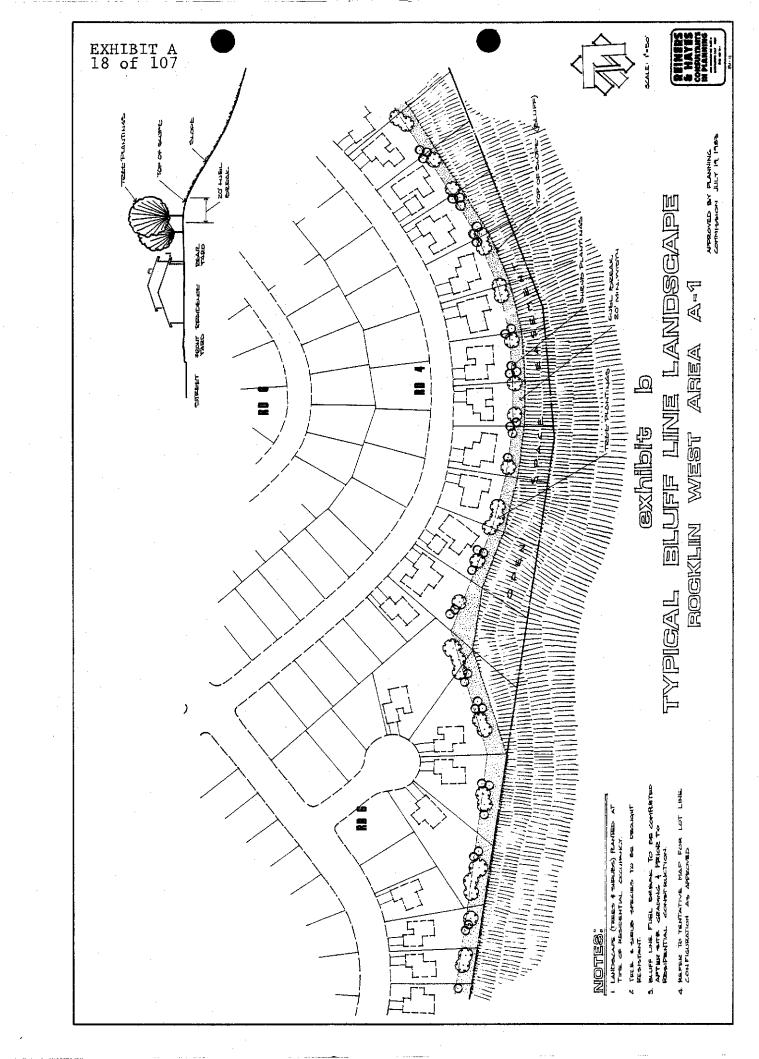
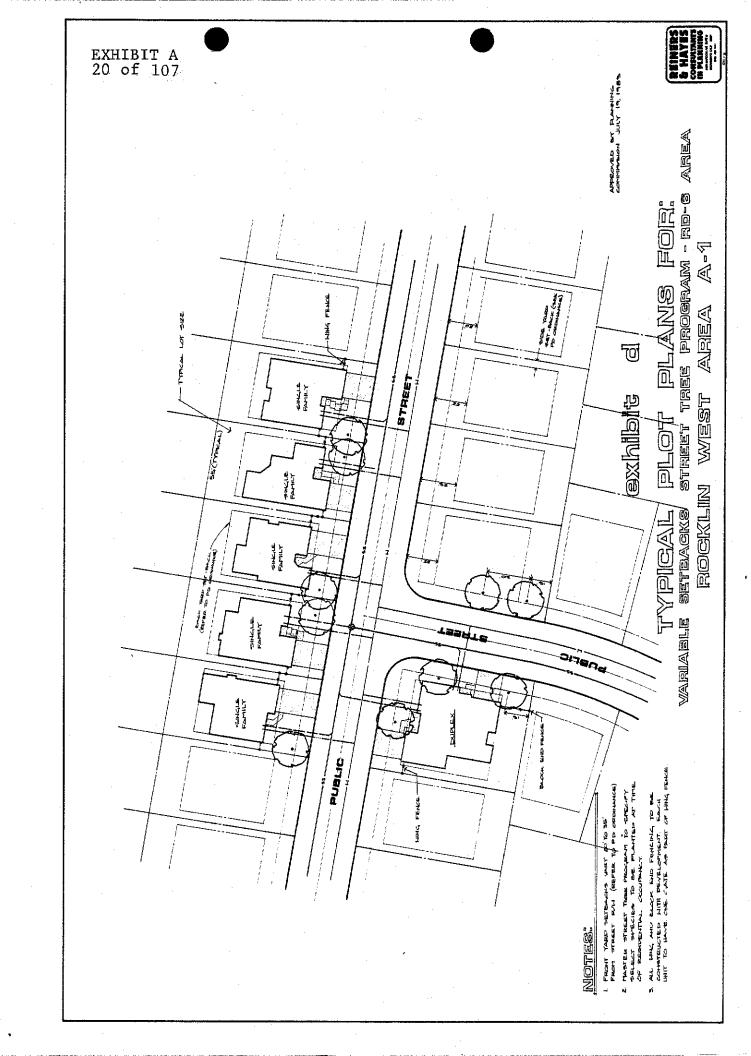


EXHIBIT A 19 of 107



1983



DESIGN EVALUATION GUIDELINES-

DESIGN CONCEPTS FOR MEDIUM TO HIGH DENSITY
RESIDENTIAL COMMUNITIES



AREA A.1 EXHIBIT 'E' PREPARED UNDER THE DIRECTION OF:

PREPARED BY:

SPONSORED BY:

ADOPTED BY:

ROCKLIN POLICY PLANNING COMMISSION AND STAFF OF THE CITY OF ROCKLIN P.O. BOX 687 ROCKLIN, CALIFORNIA 95677

REINERS & HAYES, CONSULTANTS IN PLANNING 2400 MARCONI AVENUE, SUITE D SACRAMENTO, CALIFORNIA 95821

WHITNEY FARMS INVESTMENT COMPANY, INC. 3101 SUNSET BOULEVARD, SUITE 5-B ROCKLIN, CALIFORNIA 95677

ROCKLIN POLICY PLANNING COMMITTEE AND; STAFF OF THE CITY OF ROCKLIN FEBURARY 17, L983

ROCKLIN PLANNING COMMISSION JULY 19, 1983

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ROCKLIN WEST AREA A-1

INTRODUCTION

Quality of life is the major goal addressed within the design evaluation guidelines for residential communities, particularly those within the planned communities of medium to high density. The design concepts are general guidelines to be utilized by the developers of Rocklin West Area A-l and the City of Rocklin in assessing the implementation of the General Development Plan* (Exhibit "A"), and PD Zoning Ordinance.

The suggested framework of the design evaluation guidelines is to identiy and illustrate the quality of architectural, land-scaping and related design concepts for Rocklin West Area A-1.

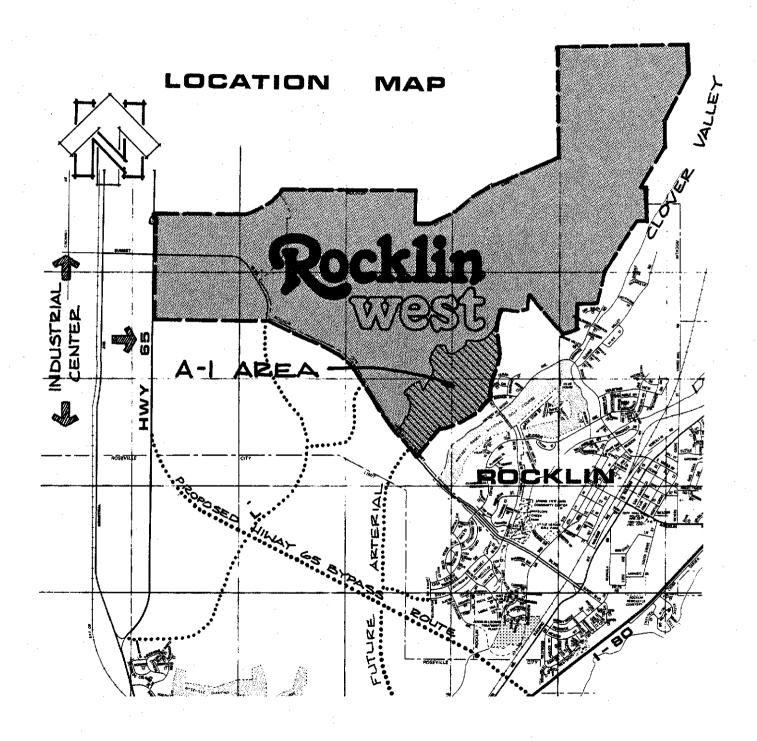
The design concepts are to be considered flexible to allow for various planning/architectural alternatives so that the design solutions provide for variation and reduce repetition.

Aesthetics are important as the appearance of the project leads to pride of ownership and community identity. Clean simple uncluttered appearance is always preferred. The best solution is the execution of a common theme between the architecture and landscape complemented by the site's design. The efficient use of materials and the complementary use of colors and textures create pleasing aesthetics.

Affordability is also of equal importance to achieving quality of life in meeting the relationship between housing costs and salaries, commuting distance from home to work and timing of housing availability and job creation. The General Development Plan of Rocklin West Area A-1 recognizes and recommends efficient use of lands slated for urban purposes.

The design evaluation guidelines are intended to apply to residential densities of 4 dwelling units per acre to 14.5 residences per acre. However, the design concepts may be applied to cluster residential projects with densities less than 4 units per acre. The medium to high density provides a variety of types of ownership/rental within such residential densities such as single family detached, patio homes, zero lot line, townhouses, condominiums or

apartments. Each of the following sub-chapters discuss and illustrate concepts to achieve the goals of quality of life as envisioned.



OBJECTIVES & POLICIES

The objectives and policies for Rocklin West, as established, are designed to promote and protect public health, safety and general welfare. The following responses are to a wide spectrum of specific design criteria as applied to the Rocklin West Area A-1 General Development Plan.

- (a) To provide sufficient space in appropriate locations for residential development to meet the housing needs of the city's present and expected future population with due allowance for the need for a choice of sites.
- (b) To protect residential areas against fire, explosions, toxic and noxious matter, and other hazards, and against offensive noise, odorous matter, glare, and other objectionable influence.
- (c) To protect residential areas against heavy through traffic.
- (d) To protect residential areas against congestion, by regulating the density of population and the bulk of buildings in relation to the land around them and to one another, and to require the provisions of open space in residential areas wherever practicable; thereby; providing a more desirable environment for urban living.
- (e) To provide for access of light and air and for privacy, by controls over the spacing and height of buildings and other structures.
- (f) To provide appropriate space for those educational, religious, recreational, health, and similar facilities which serve the needs of the nearby residents, which generally perform their own activities more effectively in a residential environment, and which do not create objectionable influences.
- (g) To encourage the development of more attractive and economic building forms.
- (h) To promote the most desirable use of land and direction of building development in accord with the General Development Plan; to promote stability of residential development so as to protect the character of a community and its peculiar suitability for particular uses; to conserve the values of land and buildings; and to protect the city/ county tax revenues.
- (i) To conserve, protect and provide efficient project design energy conservation measures in conjunction to Title 24 of the Building Code.

The design evaluation guidelines of Rocklin West Area A-1 highly considers objectives and policies as criteria for creating sound concepts for land use relationship and design flexibility.

GENERAL DEVELOPMENT PLAN

The General Development Plan for Rocklin West Area A-1 envisions the development of an urban "community" within the City of Rocklin and the criteria as adopted as a part of the General Development Plan shall serve as a guideline for future development considerations.* The General Development Plan has been designed to include the necessary public services such as schools, parks, fire stations, park and ride facilities, etc., to complement the urban residential population envisioned. The plan purposely designs a street system of arterials which allows for the more direct routing to the major traffic corridors. Minor arterials and major collector streets provide a separate system to serve commercial and community service sites. It is this infrastructure which, by design, creates the many neighborhood or villages of Rocklin West Area A-1.

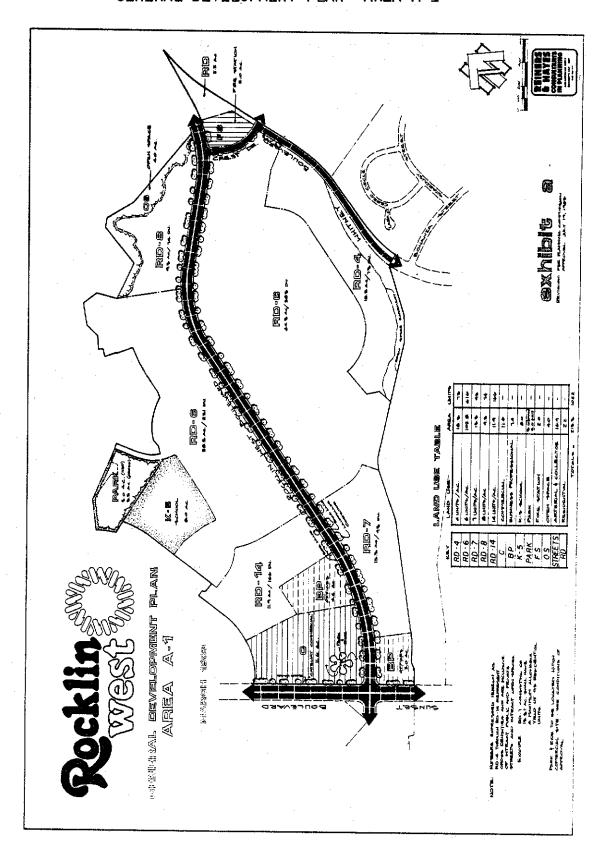
The residential categories include a great variety of housing densities designed as neighborhoods within the proposed community. The intensity of use ranges from urban single family parcels (four (4) units per acre), to multi-family homes (fourteen and a half (14.5) units per acre). This denisty range of housing provides concepts for individual lot ownership styles as well as townhouses, condominiums, apartments, etc. Residential land uses have been designated in areas complementary of the physical constraints of the site and of the adjoining properties. Higher densities occur in core areas which have direct access to shopping and arterial streets and employment centers.

The following page, the General Development Plan, depicts those uses and graphically displays the program for the residential communities of Rocklin West Area A-1.

^{*}Prior to commencing with formal exhibits and applications within selective areas of Rocklin West Area A-l for submittal to the City of Rocklin for formal action by the Planning Commission and City Council; it is recommended that the developer or his representative first contact the City Planning Department and fire district to schedule a pre-application conference. The purpose of this meeting is to review all assets of the document and other documents relating to city policy and development requirements within the communities of Rocklin West Area A-l.

ROCKLIN WEST

GENERAL DEVELOPMENT PLAN AREA A-1



GENERAL DEFINITIONS

In the event of any conflict between the following definitions and those definitions within the Rocklin Municipal Code, the definitions in the R.M.C. shall prevail.

- DWELLING...... A building or portion thereof used or designed for residenital occupancy.
- SINGLE FAMILY......A detached building designed exclusively for occupancy by one (1) family.
- DUPLEX...... A building design on a single lot for occupancy by two
 (2) families living independently of each other, each
 in a separate dwelling unit.
- HALFPLEX..... A building designed for occupancy by two (2) families living independently of each other, where each dwelling unit is located on a lot which may be separately owned or conveyed.
- TOWNHOUSE...... A building with two (2) or more attached dwelling units, each with its own roof, oriented in a zero lot relationship, as one (1) building on an individual lot.
- CONDOMINIUMS.......A condominium is a residential dwelling unit, the title or ownership of which consists of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a building located on such property.
- APARIMENT......Apartment house is any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of three (3) or more families living independently of each other.
- MULTI-FAMILY...... A cluster or grouping of residential structures either attached or detached forming a neighborhood.
- PRIVATE RECREATION....As a rule, most multi-family projects provide private recreational amenities. The planning of Rocklin West Area A-l establishes a ratio of public parks of both neighborhood and community size located according to local standards. Private recreation is defined as spaces suitable in size (dimension) to offer active or passive recreation pursuits. Private recreation centers typically have swimming pools, cabanas, recreation rooms and tennis courts which are not as commonplace in public parks. These types of amenities add to the overall recreation program in a community. The site selection within a multi-family complex should be carefully planned and easily accessible to its residents.

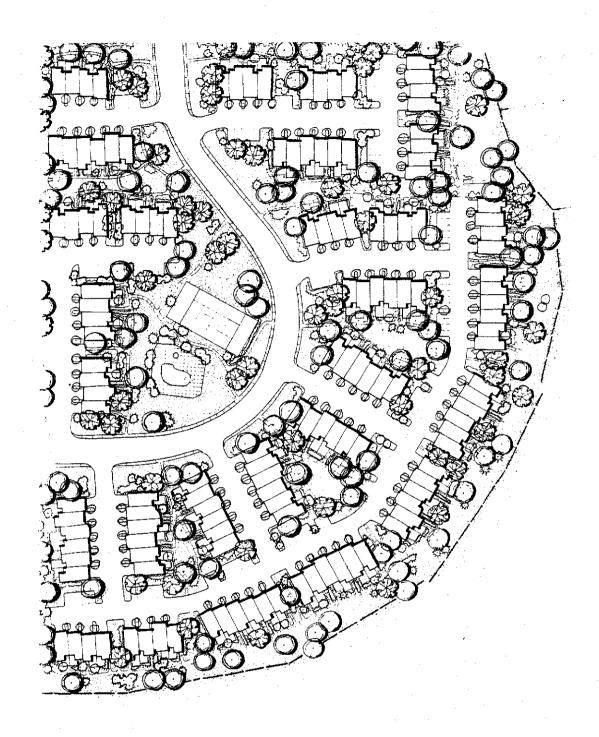
NATURAL AMENITIES	.Naturally occuring features as native oaks, rock out- cropping, ponds, marshes, riparian vegetation, slopes (steep side hill), and other features as determined by the city.
SENIOR CITIZEN	Senior citizen housing may be provided within several ranges of density from RD-6 to RD-14. In all ranges, site selection must consider close proximity to shopping, medical, community services and future regional transit concepts.
DENSITY	Density calculations shall be based on the usable area within the lot lines of a lot or parcel, exclusive of existing and/ or proposed public streets, public open space (i.e., parks, parkways, etc.), park and ride, fire station site, etc., shown on Exhibit "A" General Development Plan. In calculating the maximum number of dwelling units, the total number shall be rounded down to the nearest whole number.
DENSITY BONUS	In accordance with the city housing element a 25% density bonus is available if the developer agrees to 25% of the units being available to low or moderate income households or if 10% of the units are available to very low income households

MEDIUM-HIGH DENSITY RESIDENTIAL

The following artist concepts and descriptions suggest different types and styles of housing for each density range of residential housing. The General Development Plan and Development Program for Rocklin West Area A-l is a long range endeavor; however, the description is intended to illustrate the envisioned diversity of housing proposed. Each density range provides a variety of housing types which establishes the needed flexibility for future, changeable market demands.



A density range suitable for individual lot ownership, single-family detached, duplexes, zero lot line, patio homes and low density cluster.



HIGH DENSITY RD 7/14.5

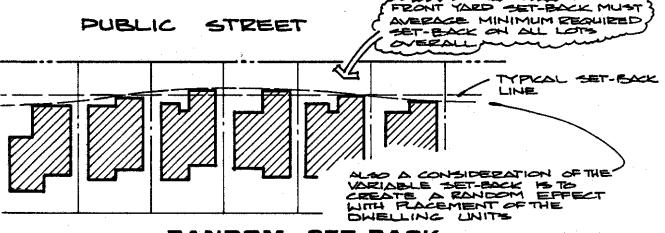
Residential densities ranging from 7 to 14.5 units per acre creates an atmosphere condusive for condominiums and townhouses as well as rental units. The high density range generally relies on cluster design or attached units. Generally, villages of townhouses or condominiums include commonly maintained landscape areas and various forms of private recreation. High residential density villages are located for convenience to shopping, public recreation (parks) and to easy access. These neighborhoods, by virtue of plan design concepts, are properly placed within the community, advantageous to future regional or local transit systems.

SITE PLANNING

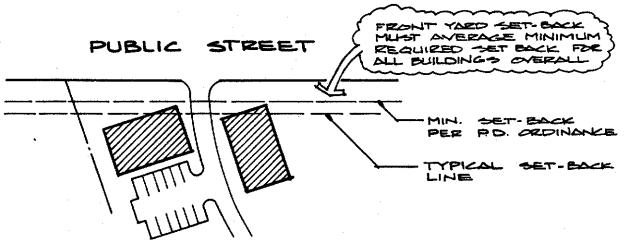
Site planning is the foundation for achieving pleasing aesthetics. The site plan should consider the correct balance between building coverage and the amount and use of open space (landscape areas). This is accomplished by proper building orientation to the landscape areas.

Linear landscapes are not condusive to the creation of visually pleasing open spaces. Aesthetically rewarding landscapes or open spaces are created by offsetting or angular placement of structures to one another by varying building frontyard setbacks which add to the diversity of the residential architectural.

The varying front street yard setback is one control of creating a desirous visual effect. Another control is the combination of varied setbacks and angular placement which allows the landscape to work with the building mass in a way to soften the exposure as viewed from the public street.



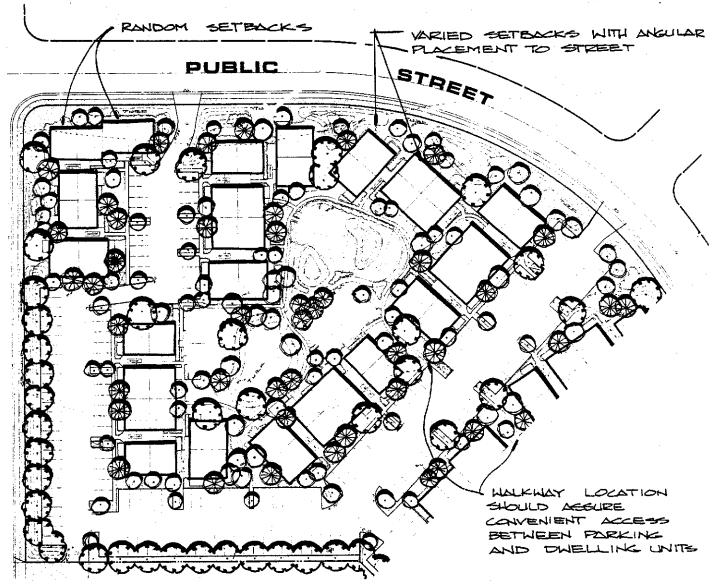
RANDOM SET-BACK



ANGULAR PLACEMENT

The site planning should create interesting and usable areas both for aesthetic values and for passive and active recreation.

The city may adopt regulations to govern the amount, location and use of common open space and maintenance thereof. The city may also require the development rights to environmentally sensitive areas, (slopes, creeks, etc.), with dedication of lands or by the means of scenic easements. A minimum open space area around each building should be maintained within multi-family projects.



The diagram illustrates one preferred solution to meaningful open spaces. In many cases, the site may have topographical relief or rolling terrain. These may become advantages as elevation differential offers vistas over or into the open spaces. Once again, the Site Plan demonstrates the ability to add quality without sacrificing economy and efficiency.

ALTERNATIVES TO THE AUTOMOBILE

Two specific alternatives have been offered to reduce the use of private vehicles. A parkway corridor serving the community forming a transportation system linking residential neighborhoods with schools and parks, as well as convergence with on-street bikeways. The total trail system enables the future residents to travel to future shopping facilities centers, industrial parks or to community services. Provisions for bicycle parking should be incorporated as a part of the business/professional and commercial development.

In addition to the parkway system, space has been set aside within the General Development Plan for a "park & ride" site for future regional transit.

INTERNAL PRIVATE ACCESS

When a project includes private access drives and parking facilities, the PD Zoning Ordinance for Rocklin West A-1 will be used by the Planning Department in analyzing the design and reporting to the hearing body(s) as to the adequacy of the design.

PUBLIC STREETS

A street or road shall not be a public street until and unless the said street or road is accepted and maintained by the City of Rocklin, County of Placer, or the State of California. Streets in public places such as parks, schools, and similar public sites shall not be construed to be public streets.

A public street is to provide public thoroughfare which includes principal access to abutting property.

ARCHITECTURE

Architectural style is the ingenious use of materials that offer a pleasing and harmonious meld of colors and textures. The theme is established by and through the architecture selected. The style should be compatible with the project's overall theme and that of the neighborhood land uses. Architecture should be judged on the compatible use of colors and materials, and <u>not</u> on individual taste for style. Specific design recommendations include:

- (a) Building materials should be compatible for all exterior elevations of the structure; (including roofing material), within view from public areas, such as public streets, parks, parkways, etc.;
- (b) The extensive use of wood and masonry products or stone is highly recommended as long as balance and texture is achieved;
- (c) Glass and glazing should be oriented for privacy and also meet the requirements of energy conservation Title 24;
- (d) Fencing materials must complement the exteriors of the residential structures;
- (e) Color coordination must be exercized by the use of complementary colors and tones or shades. Bright or intensive colors should only be used for accent purposes;
- (f) Rooflines should be interesting and variable but harmonious. Transition from low residential to high density residential to commercial should be without abrupt design changes or excessive building height differential;
- (g) Buildings should be broken into units to avoid long rows of uninteresting, undistinguishable building mass;
- (h) Mechanical equipment such as air conditioners, heat pumps, meters and transformers should be hidden from view by vegetation, screens or fences that complement the adjacent architecture;
- (i) Trash enclosures and containers should be made readily available, but should be screened, fenced or disguised to avoid being obtrusive;
- (j) Parking structures such as car ports should be designed to complement adjoining buildings. Mass parking should be avoided by breaking large lots into bays and using trees and shrubs to soften larger expanses of asphalt;
- (k) Fire department access should be coordinated with fire district at time of preliminary planning to assure safety and ease of access;
- (1) Adequate in-door and out-door lighting systems for passageways, building recesses, open parking lot and carports should be provided and protected by weather and vandalism resistant covers;
- (m) Adequate signage should be used throughout the project. Multi-family residential signs are of three (3) types: development name, directory and house or unit identification. Development name signs should be a part of or compatible with the architecture in style and color. Directory signs should be located at the entrance to all parking areas and on all building groups to assit in the ease of location of any address. All signs should be illuminated as well as properly placed to aid in the location of units in case of emergency or fire;
- (n) Proper placement of landscape materials should be situated to reduce the use of energy for cooling. Care must be taken in the placement of such materials to avoid violating state laws for solar access.
- (o) Grading: "Building placement is encouraged to fit the natural terrain vs. terrain made to accommodate the building". Grading concepts should employ minimum earth movement for building pads and where possible retain natural slopes with minimum recontouring. Building pads should not be elevated to be considered conspicuous or obtrusive to public areas.

- (p) Berming: Grading concepts should consider the use of earth berming and land forming adjacent to public areas with adequate and proper placement of landscape material. (See Page Landscape Berming).
- (q) All accessory structures shall be compatible in design and materials with main buildings.

LANDSCAPING

Landscaping design is the extension of architecture using plant materials. The landscape, if properly executed will enhance the architectural style of the structure. Landscape materials are used to soften the environment created and to make inviting areas and vistas.

The landscaping of residential development, in particular, densities greater than 4 units per acre may require special treatment to create a visually pleasing project, especially from public areas. The extensive use of trees in mass plantings throughout the development softens the mass of structures and pavement. This desired effect results in an "overplanting" condition where canopies will merge within less then ten years of planting. In addition to the use of trees, it is recommended that shrub, lawn and planted earth berms be used in a manner to complement the site planning of structures and pavement.

Plan materials can be used to screen or buffer one area from another or to create street scapes or intimate courtyards. Landscape materials must always be compatible with the soils and climate of the geographic location. Improper selection of plant species will only lead to a poor quality of plant growth and increase the degree and costs of maintenance.

Tree species selection may include the use of evergreen varieties in conjunction with deciduous species at a suggested ratio of one evergreen to every four deciduous trees to give a proper wintertime visual effect. Care must be taken to properly orient trees to protect solar rights as required by state laws.

Irrigation systems are suggested for all landscaped areas except where native vegetation is being preserved as a part of or adjacent to a housing project.

Landscaping within public areas should be of a type and variety which would require minimum maintenance and care.

PLANT SPECIES

Actual landscaping materials and design is to be submitted by a landscape architect and approved by the City of Rocklin. The following is a listing of species that are suggested to complement typical soils and climate conditions of the Rocklin West Area A-1:

RESIDENTIAL STREET TREES

Botantical Name

Cercis Occidentalis Celtis Sinesis Eucalyptus Rudis Lagerstroemia Indica Liquidamber Styraciflua Maytenus Boaria Prunus Blireiana Prunus Cerasifera Tilia Cordata

ARTERIAL CORRIDORS LANDSCAPING

Albizia Julibrissin Celtis Australis Celtis Sinensis Eucalyptus Camaldulensis Eucalyptus Rudis Ginkgo Biloba-Autumn Gold Lagestroemia Indica Liquidamber Styraciflua Maytenus Boaria Pistacia Chinensis Prunus Blireiana Prunus Cerasifera Quercus Ilex Tilia Cordata

SHRUBS

Acacia Longifolia Arbutus Unedo Arctostaphylos Uva Ursi Arctostaphylos Hookeri Baccharis Pilularis-Twin Peaks Ceanothus Griseis Horizontial Ceanothus Gloriosus Elaeagnus Pungens Escallonia Rubra Heteromeles Arbutifolia Nerium Oleander Photinia Serrata Rhus Ovata Xylosma Congestrum

Remarks

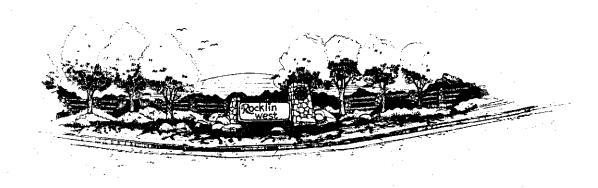
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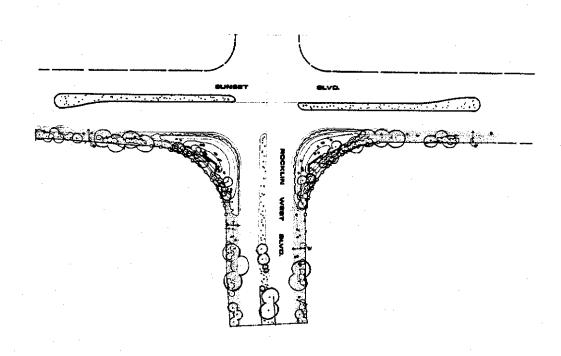
Flowering Fall color Fall color Evergreen Evergreen Fall color Flowering Fall color Evergreen Fall color Flowering Flowering Evergreen

Lush green foliage Showy fruit Low groundcover California native Low groundcover Blue flowers Blue flowers Evergreen Showy flowers Evergreen Showy flowers Red foliage - winter California native Evergreen - light green foliage 15.

ENTRY LANDSCAPE

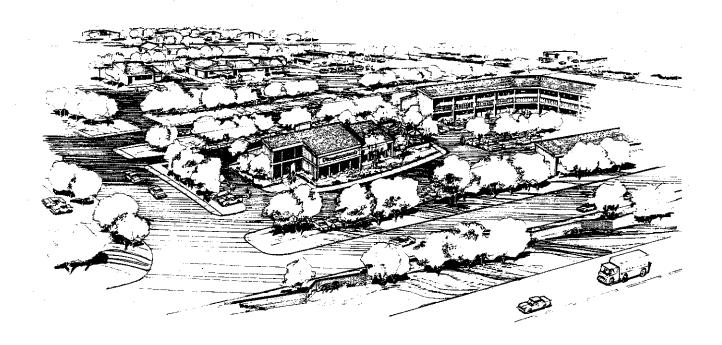
Arterial entry landscapes should be designed for project identity, but more importantly, as an inviting welcome to the "Rocklin West" project.

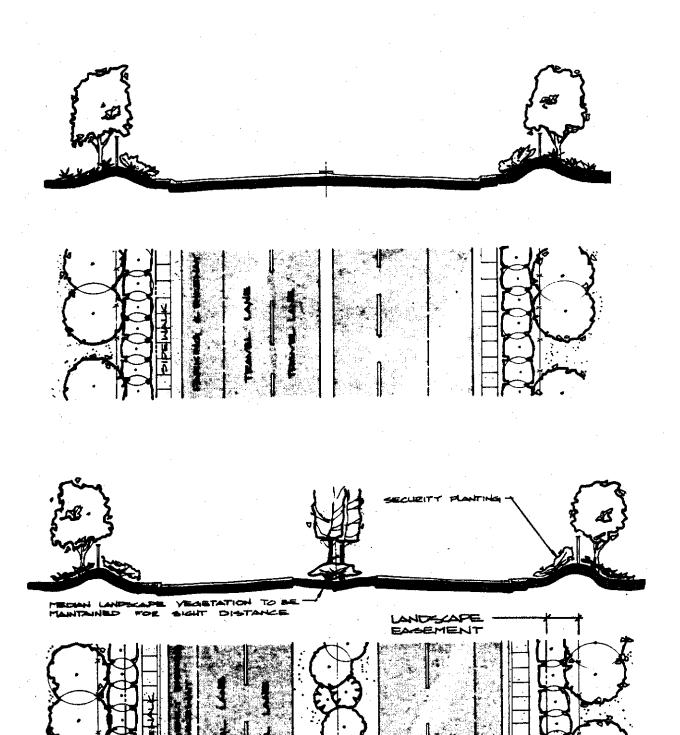




SCENIC ROADWAYS

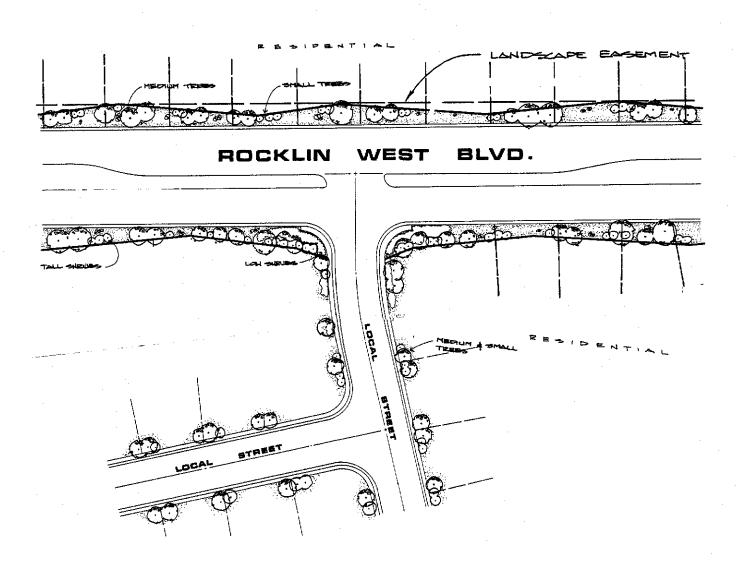
Arterial landscaping should extend the welcome of the entrys into the communities of housing and commercial areas. It is recommended that these landscapes form a streetscape of varying widths. The use of earth berms, native rock and selective plant materials should be used in conjunction with solid screen fencing adjacent to residential areas to maintain privacy and reduce noise. In non-residential areas the screen fence may not be needed. Streetscapes should also extend in theme into parking areas and the building mass areas to maintain project continuity.





ARTERIAL LANDSCAPING (ROCKLIN WEST BLVD.)

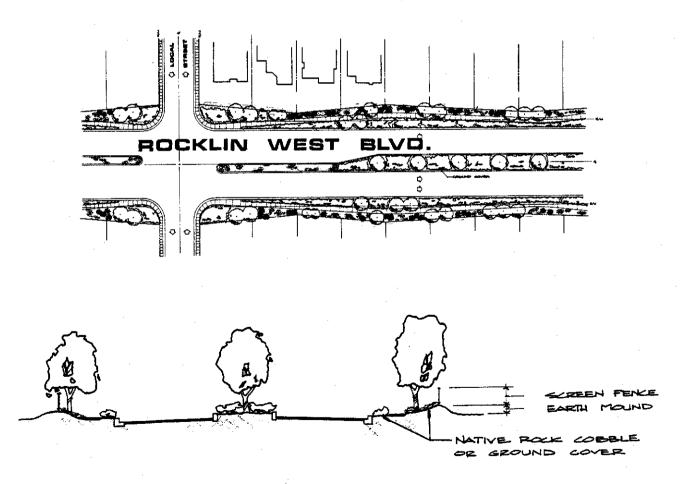
Streetscapes for local and two lane collector streets should employ an extention of the common landscape theme. A great variety of species should be intermixed to avoid repetition. Trees should be grouped rather than equally spaced.



NOISE/AESTHETIC PROGRAM

The landscaping along both minor and major arterials is recommended as a noise/aesthetic program to be implemented. This plan is an important mitigation measure and is intended to reduce noise impacts and, at the same time, provide an aesthetically pleasing solution for noise abatement. Visual qualities of the plan area are to be protected or enhanced by the retention of valuable open space and by the design of landscape corridors provided.

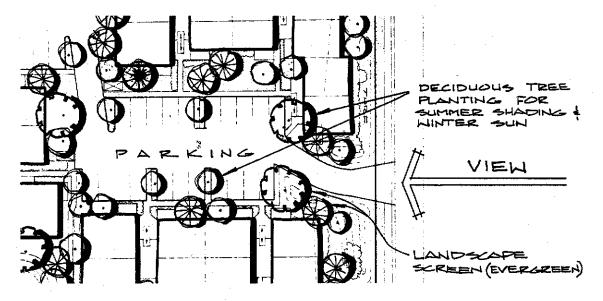
The plan calls for a scenic landscape corridor along Rocklin West Boulevard. The landscape concept is a variety of combinations of earth mounds, landscape materials and sound walls designed within a variable width easement. The sole purpose of the scenic landscape corridor is to provide a pleasant landscape and, at the same time, mitigate nuisances caused by vehicular travel. The following concept suggests these landscape treatments.



LANDSCAPE PARKING AREAS

Parking areas should be screened from sight from the street view but must be highly accessible to the residential units served. Large parking areas should incorporate tree plantings in islands to soften the use of asphalt. The use of hardy low maintenance trees should be used in these areas.

Guest parking areas should be designated as such and should be located and distributed to properly serve the project. Directional signs should be used to assist in guest parking.

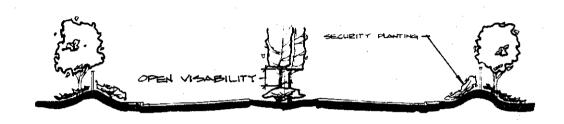


Selection of the plant materials should be based on the following characteristics:

- (a) Deep-rooted won't cause pavement buckling;
- (b) Insect and disease resistant;
- (c) Adaptable to urban environment heat and pollution tolerant, drought and wind resistant;
- (d) Relatively long lived;
- (e) Relatively little maintenance required;
- (f) Suitable for paved parking areas no messy fruits, dripping saps, pungent ordors, etc.;
- (g) Summer shade and winter sun.

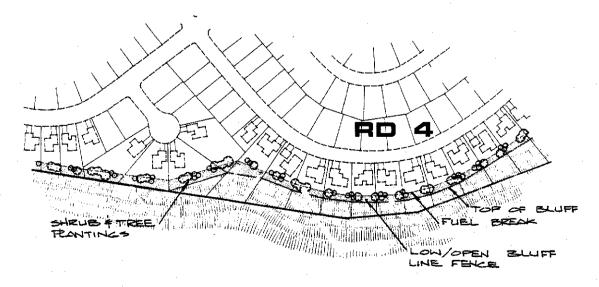
LANDSCAPE SECURITY

Perimeter landscaping along public parks, commercial uses and parking areas should employ the use of security plantings in conjunction with solid fencing where adjacent to residential areas. Security planting is best described as dense shrubbery such as pyracantha.

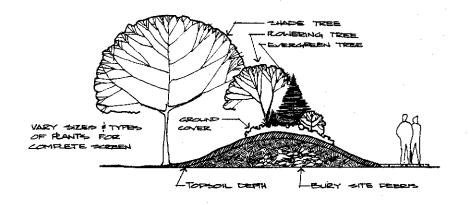


LANDSCAPE CONCEPTS

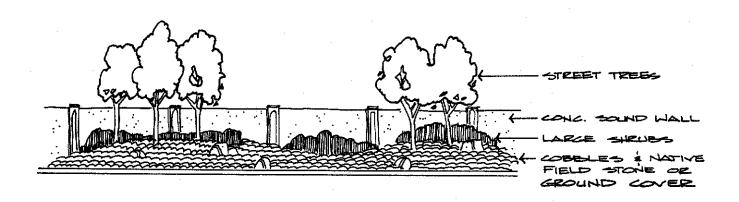
Bluff line landscaping in areas which lack natural tree/shrub vegetation should be supplemented with group planting of natural appearing species to soften the skyline silhouette.



LANDSCAPE CONCEPTS







LANDSCAPE BERMING

OPEN SPACE*

Open space should provide sufficient area for a full range of recreational activities and to fulfill the present and future needs of a diverse population.

- (a) Neighborhood Park Neighborhood parks are intended for use essentially by neighborhood residents and children. As such, they should be limited in size and type of development to primarily small-scale, passive activities and uses. Generally, neighborhood parks should be 2-5 acres.
- (b) Scenic Areas The City of Rocklin is fortunate to be located in an area with many scenic qualities. The rolling foothills of the Mother Lode country attract many people every year for scenic drives and vacations. More important to the people of Rocklin, however, is the fact that scenic areas enhance the City's environment. Rolling grasslands, groves of native oak trees, surrounding bluffs, and vistas of the Loomis Basin and Sacramento Valley are some of the scenic qualities found in the planning area. To assure the scenic areas are protected from degradation, the City has begun to exercise management over these areas. The City has utilized an Open Space Conservation Easement to preserve scenic values and preclude further development.

Where significant scenic vistas occur, the City might seek means to provide sufficient area for viewing. The area could either be in the form of a turnout or separate area where a sign or marker would explain significant features that can be viewed. The possibility should also be explored for placing markers at the scenic vistas which would summarize the area's history.

^{*}Refer to City of Rocklin Resoultion 82-44, General Plan - Open Space Outdoor Recreation Element.

PRIVATE RECREATION FACILITIES

The city recognizes that private residential developments can greatly contribute towards meeting the recreation needs of their own residents. To this end, the following guidelines are proposed to ensure minimum recreation amenities in medium high density cluster and multi-family residential developments.

Developers should provide active recreation amenities as part of their residential developments. Amenities such as:

Active Recreation Amenities

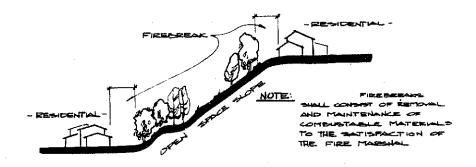
- (a) Recreation building;
- (b) Game or sports courts, such as basketball;
- (c) Volleyball and tennis;
- (d) Swimming pool;
- (e) Lake or pond suitable for swimming;
- (f) Jogging trail and/or par course;
- (g) Softball field with backstop;
- (h) Other amenities as approved by the Planning Commission.

In addition, projects may be required to provide a tot lot area with play apparatus. In the case of adult only projects, open space suitable for a tot lot should be provided though the tot lot need not be constructed. Should an adult only project change to a general purpose project, the tot lot may be required to be built in the space reserved.

OPEN SPACE NATURAL AREAS

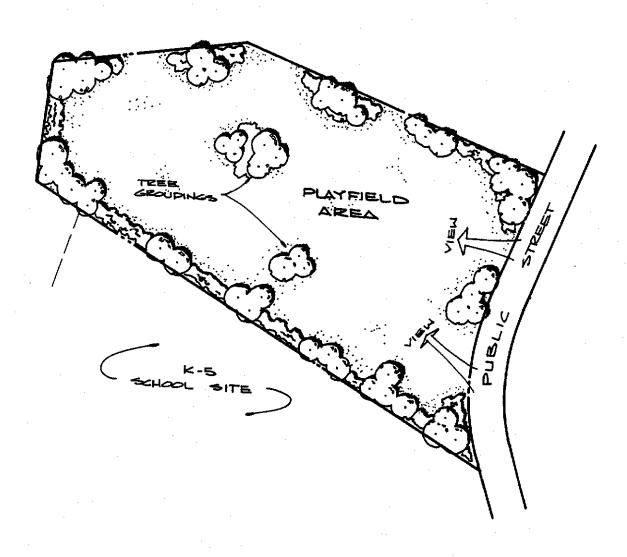
Open space is, by and large, a product of the constraints planning method. Moderate to steep slopes and heavily treed areas should be withheld from urban use. Open space provides an aesthetic form of visual relief and maintains unique characteristics of the land form.

Retention of natural or native areas which are non irrigated and adjacent to residential areas should be protected with fuel breaks along the perimeters and maintained to retard and control potential fire outbreaks.



<u>PARKS</u>

Parks which interface with public streets should employ a feeling of open space and vistas.



GRANTING AUTHORITY

Generally, development requirements of property including lot area, lot width or public street frontage applicable to property located in the underlying zone shall apply. However, the appropriate authority may impose any or all of the development requirements specified in this section if, in the judgement of the appropriate authority, the special requirements specified in this section are necessary to carry out the intent of the Rocklin West Area A-l General Development Plan.

The granting authority may:

- (a) Require a reasonable additional building setback or yard area particularly in high ground and bluff areas;
- (b) Require the screening of any portion or all of the structure, building or use through the use of walls or fences, the planting of trees or shrubbery, or combination thereof;
- (c) Require the modification of exterior features of structures where necessary to minimize physical or visual intrusion into the parkways and open space areas and from public streets;
- (d) Establish a limitation on the size or bulk of a building or structure;
- (e) Regulate the design and location of access drives and other features;
- (f) Regulate the location, design and capacity of utilities;
- (g) Require the use of specific colors, lighting and landscaping features;
- (h) Require the maintenance of grounds, landscaping or an irrigation system;
- (i) Regulate noise, vibration, odors and other similar concerns within certain performance standards;
- (j) Require the phasing of development;
- (k) Require additional guest parking plus regulate design and location.

If the granting authority imposes any of the development requirements specified above, the granting authority may be requested to put in writing the circumstances which it determined necessary to require the imposition of any special development requirements.

RESOLUTION NO. 85-18

A RESOLUTION RELATING TO THE CHANGE IN NAME OF THE ROCKLIN WEST AREA A-1 PROJECT TO THE STANFORD RANCH AREA A-1 PROJECT

WHEREAS, the City Council of the City of Rocklin approved the following entitlements for a project known as the Rocklin West Area A-l project: Resolution 83-116 certifying the final environmental impact report for the project, Resolution 83-117 aprpoving a general plan amendment for the project, Ordinance No. 502 approving a rezoning application and adopting a general development plan for the project, Resolution 83-118 approving tentative map SD-83-02, Resolution 83-119 approving tentative map SD-82-O1, and Ordinance No. 503 approving the development agreement for the project; and

WHEREAS, the project owner now desires to change the name of the project to the Stanford Ranch Area A-1 project.

NOW, THEREFORE, be it resolved by the City Council of the City of Rocklin:

Section 1. The project formerly known as the Rocklin West Area A-l project shall hereafter be known as and shall be referred to as the Stanford Ranch Area A-l project. The staff is directed to re-label the City's general plan maps relating to the project to refer to the Stanford Ranch Area A-l project.

PASSED AND ADOPTED this <u>21st</u> day of <u>January</u>, 1985, by the following roll call vote:

AYES: COUNCIL MEMBERS:

Huson, Hill, Linton

NOES:

COUNCIL MEMBERS:

None

ABSENT:

COUNCIL MEMBERS:

Dominguez, Ainsworth

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 526

AN ORDINANCE RELATING TO THE CHANGE IN NAME OF THE ROCKLIN WEST AREA A-1 PROJECT TO THE STANFORD RANCH AREA A-1 PROJECT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN AS FOLLOWS:

Section 1. The City Council of the City of Rocklin approved a number of entitlements for the project known as the Rocklin West Area A-1 project, including Ordinance No. 502 approving a rezoning application and adopting a general development plan for the project. The project owner now desires to change the name of the project to the Stanford Ranch Area A-1 project.

Section 2. The project formerly known as the Rocklin West Area A-1 project shall hereafter be known as and shall be referred to as the Stanford Ranch Area A-l project. Staff is directed to re-label all of the City's zoning documents relating to the project and adopted by Ordinance No. 502 to refer to the Stanford Ranch Area A-1 project.

PASSED AND ADOPTED this 4th day of February 1985, by the following roll call vote:

AYES:

COUNCIL MEMBERS: Hill, Linton, Dominguez

NOES:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

Huson

None

ABSENT:

ABSTAINED: COUNCIL MEMBERS:

Ainsworth

Mayor

ATTEST:

First Reading: 1-21-85

Second Reading: 2-4-85 Effective Date:

RESOLUTION NO. 83-118

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE TENTATIVE SUBDIVISION MAP SD-83-02 FOR THE ROCKLIN WEST A-1 AREA LARGE LOT SUBDIVISION

WHEREAS, the City Council of the City of Rocklin has considered the effect of the approval of this subdivision map on the housing needs of the region and balanced those needs against the public service needs of its residents, and available fiscal and environmental resources:

THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES RESOLVE AS FOLLOWS:

Section 1. An Environmental Impact Report has been certified, and a Statement of Overriding Considerations has been adopted on the project.

Section 2. The City Council finds and determines that:

- 1. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan for the City of Rocklin.
- 2. The site is physically suitable for the proposed type and density of development.
- 3. The proposed project would be appropriate in the zoning classification specified.
- 4. The design of the subdivision and the type of improvements will not cause substantial environmental damage or substantial injury to fish or wildlife or their habitat, or cause serious public health problems.
- 5. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.
- 6. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property in the subdivision.

The minutes of the deliberations of the Planning Commission and the City Council and all oral and documentary evidence presented at the hearings shall be considered as part of these findings.

Section 3. The Tentative Subdivision Map SD-83-02, attached as Exhibit A and incorporated herein, is hereby approved subject to the conditions contained in Exhibit B, attached hereto and incorporated herein.

PASSED AND ADOPTED this 17th day of October 1983, by the following roll call vote:

AYES:

COUNCIL MEMBERS: Hill, Dominguez, Huson, Wofford

NOES:

COUNCIL MEMBERS:

Linton

ABSENT:

COUNCIL MEMBERS:

None

ATTEST:

Exhibit A to Resolution No. 83-118 is the large map of SD-83-02, Tentative Subdivision Map.

EXHIBIT B
Resolution 83-118

CONDITIONS OF APPROVAL SD-83-02 Tentative Map

For purposes of these conditions, the Rocklin West A-1 Project shall be referred to as "the project." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-82-01 shall be referred to as "SD-82-01." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-83-02 shall be referred to as "SD-83-02." "Subdivider" shall refer to the original subdivider and all successors in interest in title to the property or any portion thereof which is the subject of SD-83-02.

I. ROAD IMPROVEMENTS

A. General

1977

- 1. All road improvements shall be constructed to the standards shown on the form entitled "Typical Street Sections," dated April 7, 1980, and attached hereto as Exhibit 1; except that the City's standard street specifications for 46 foot wide streets shall be followed on those street sections identified in Section I.I. of this report.
- 2. All road improvement plans shall contain a traffic plan, including striping and other traffic control devices, such as stop signs and street name signs.

- 3. All intersections shall be designed with street widths sufficient to accommodate turning movements in accordance with the City's standard specifications.
- 4. The subdivider shall enter into a standard subdivision agreement with the City for the construction of all road improvements, including but not limited to those specifically called for herein.
- 5. Road improvements shall include all standard subdivision improvements. Road improvements shall include installation of all utilities and utility crossings, including television cables, in such a manner that the streets will not be cut or excavated for the future installation of utilities after the road has been completed.
- 6. Wherever a condition calls for the subdivider to provide security, said security shall be in the form of a surety bond, letter of credit, or other security device approved by the City Attorney.

B. Signalization

1. Rocklin West and Sunset Boulevard

The subdivider shall agree to install and shall provide security for the signal for the intersection of Rocklin West Boulevard and Sunset Boulevard as a part of the subdivision improvements for SD-83-02. No credit or reimbursement from the City's traffic signalization fees or any other fee or fund collected on the project or any other project within Rocklin shall be given for this signal.

Said signal shall be installed and shall be operational upon completion of the construction of Rocklin West Boulevard.

2. Other Intersections

The subdivider shall contribute to the provision of signals at the following intersections in the manner set forth below:

Sunset Boulevard and Topaz Street Sunset and Whitney Boulevards Sunset Boulevard and Third Street Pacific Street and Woodside Drive

Traffic signalization fees shall be paid in accordance with Rocklin Municipal Code §3.16.110 et seq. on all buidling permits issued for the project. In addition, traffic warrants shall be reviewed by City staff with each future application for a tentative subdivision map, tentative parcel map or use permit within the project. If signalization is found to be necessary at any intersection identified above based on said review and using the California Traffic Manual, the City shall cause the signal(s) to be installed. The signal(s) shall be installed using the funds in the City's Traffic Signalization Fund which are then not previously committed for signalizing other intersection for which signalization is warranted based on the California Traffic Manual and which were collected after the approval of the project. In the event said funds are not sufficient to cover the cost at that time, the City may condition the approval of any application(s) for a development entitlement in the project area then pending or thereafter submitted on the advance payment

of funds to the City in the amount necessary to construct the required signalization. The City shall enter into a written agreement with the payee(s) of said advanced funds to reimburse the payee(s) the amount advanced in the following manner: Beginning on July 1 following the payment of the advance, and on each July 1 thereafter until the full amount advanced is paid back, City shall reimburse the payee(s) annually in an amount equal to 80% of the total signalization fees collected from July 1 to June 30 of each preceding fiscal year on the issuance of all building permits for construction or other work within that area known as Rocklin West as shown on Exhibit 2, under Rocklin Municipal Code section 3.16110 et seq. No interest shall accrue on the amount advanced. In the event more than one payee is involved, the 80% of the total fees collected shall be divided among the payees proportionately based on the amount paid by each.

3. Sunset Boulevard/Highway 65

Prior to filing the final map for SD-83-02 the subdivider shall confer with the State of California and Placer County with respect to mitigating the traffic impacts at the Highway 65 and Sunset Boulevard intersection.

C. Street Name Changes

Final street names not shown on SD-83-02 shall be submitted to the City Engineer for approval prior to filing for approval a final map on SD-83-02.

D. Sunset Boulevard

1. The subdivider shall design Sunset Boulevard improvements along the frontages of Parcels A and C with a

transition beyond the southern boundary of Parcel A and the northern boundary of Parcel C to accommodate acceleration and deceleration movements, in conformance with standard engineering practices.

- 2. Improvement designs shall conform to the "Typical Street Sections" for a 106 foot street within the 134 foot right-of-way, including but not limited to four lanes of through traffic, landscaped median with left turn pockets, Class II bike lanes and curbs, gutters and street lights.
- 3. Meandering sidewalks shall be designed as shown on the general development plan, on the northwesterly side only.
- 4. Standard sections shall be equivalent to a Traffic Index equal to the existing Sunset Boulevard.
- 5. Final improvement plans shall provide for free right-turn movements onto Rocklin West Boulevard and Sunset Boulevard, and shall include landscaping materials within the median strips and installation of an automatic irrigation system unless the landscaping plan shows to the satisfaction of the City Engineer that an irrigation system is unnecessary.
- 6. The subdivider shall agree to construct and shall provide security for said improvements in accordance with the approved final plans as a part of the subdivision improvements for SD-83-02. Said improvements shall be constructed within 12 months of the recordation of the final map in SD-83-02.

7. The City shall enter into a reimbursement agreement with the subdivider for the improvements to Sunset Boulevard that are of supplemental size, capacity or number for the benefit of property not within the subdivision under Rocklin Municipal Code sections 16.28.190-16.28.210.

E. Rocklin West Boulevard

- 1. The subdivider shall design the entire length and width of Rocklin West Boulevard in conformance with the "Typical Street Sections" attached hereto for a 106 foot right-of-way, including, but not limited to, four lanes of traffic, center median with left turn pockets at all intersections, Class II bike lanes, curbs, gutters, and street lights. The structural section shall be designed to a Traffic Index of 7.
- 2. Meandering sidewalks shall be designed as shown on the general development plan.
- 3. Improvement designs shall include the main irrigation system to maintain future landscaping and landscaping materials within the median strip.
- 4. Ingress and egress from any unimproved portion of Rocklin West Boulevard shall be barricaded and limited to construction vehicles only until all improvements are installed and accepted by the City.
- 5. The tentative map for SD-83-02 shall be amended to include the additional right-of-way area for the proposed twelve (12) feet of landscaping on each side of Rocklin West Boulevard, as shown on the general development plan.

6. The subdivider shall agree to construct and shall provide security for said improvements in accordance with the approved final plans as part of the subdivision improvements for SD-83-02. Said improvements shall be constructed within 12 months of recordation of the final map for SD-83-02.

F. Whitney Boulevard

- 1. The subdivider shall design Whitney Boulevard in conformance with the "Typical Street Sections" attached hereto, to transition from a 60 foot section at Crest Drive) to a 106 foot section at Midas Avenue. The transition is to occur between Bonanza Street and Midas Avenue. The structural section shall be designed to a Traffic Index of 7.
- 2. Improvement designs shall include, but not be limited to, curbs, gutters, sidewalks, and street lights.
- 3. A traffic safety barricade shall be installed as part of the street improvements along the easterly right-of-way boundary of Whitney Boulevard from Bonanza Street to Crest Drive as determined by the City Engineer.
- 4. The subdivider shall agree to construct and shall provide security for said improvements in accordance with the approved final plans as part of the subdivision improvements for SD-83-02. Said improvements shall be constructed within 12 months of recordation of the final map for SD-83-02.

G. Crest Drive

- l. The subdivider shall design the entire length and width of Crest Drive in conformance with the "Typical Street Section" attached hereto for a 60 foot street. The improvements shall include, but not be limited to, curbs, gutters, sidewalks, and street lights. The structural section shall be designed to a Traffic Index of 7.
- 2. The subdivider shall agree to construct and shall provide security for said improvements in accordance with the approved final plans as part of the subdivision improvements for SD-83-02. Said improvements shall be constructed within 12 months of recordation of the final map for SD-83-02.

H. Pacific Street/Taylor Road

- 1. The subdivider shall design Pacific Street from Sunset Boulevard to the City of Rocklin southern limits in conformance with the "Typical Street Section" attached hereto for a 100 foot right-of-way. The improvement design shall exclude sidewalks and shall include, but not be limited to, four lanes of travel plus median with left turn pockets, Class II bicycle lanes, curbs, gutters, and the underground conduits for the later installation of a signal light at Pacific Street and Woodside Drive. (See condition I-B-2.) Structural section shall be designed to a Traffic Index of 9.
- 2. The subdivider shall agree to construct and shall provide security for said improvements in accordance with the approved final plan as part of the subdivision

improvements for SD-83-02. Said improvements shall be constructed within 12 months of recordation of the final map for SD-83-02.

City shall enter into a written agreement 3. with the subdivider for reimbursement of the cost of these improvements in the following manner: Beginning July 1 following completion of the improvements and on each July 1 thereafter until the full amount advanced is paid back, City shall reimburse subdivider annually in an amount equal to 80% of the total traffic circulation surcharges collected from July 1 to June 30 of each preceding fiscal year on the issuance of all building permits for construction or other work within that area known as Rocklin West as shown on Exhibit 2 under Rocklin Municipal Code section 3.16.070, et seq. No interest shall accrue on the amount to be reimbursed. Nothing herein shall be construed to waive the obligation to pay the traffic circulation surcharge in accordance with Rocklin Municipal Code section 3.16.070 et seq. on all building permits issued for the project.

I. Internal Streets thru Parcels K, L, M and N

1. The tentative map for SD-83-02 shall be amended to include 46 foot rights-of-way along the following street sections:

Hills Street, from Bluffs Drive to Little Bend Road

Little Bend Road from Stoney Road to Sandstone Court Sandstone Court, from Little Bend Road to Stoney Road

Stonehaven Road, from Rimrock Road to Stoney Road

Miners Circle, from Cobblestone Drive to Outlook Drive

Outlook Drive, from Miners Circle to the northern limits of the subdivision

- 2. Construction of on-site improvements within all or any of the parcels created by SD-83-02 shall be secured and constructed as a part of the subdivision improvements or as a condition of the conditional use permit for that parcel.
- 3. Improvements shall include, but not be limited to, curbs, gutters, sidewalks, and street lights. Structural sections shall be designed to a Traffic Index 5, but not less than the equivalent of two inch A.C. on four inches of A.B.

II. DRAINAGE

Prior to recording the final map for SD-83-02, subdivider shall enter into a contract with a registered engineering consultant mutually agreed upon by the City Engineer and subdivider to prepare at subdivider's expense a master drainage plan for that area known as Rocklin West and shown on Exhibit B. With execution of the contract, subdivider shall provide to City a performance bond in an amount determined by the City as security for preparation of the master drainage plan.

In the event the master drainage plan shows additional areas contribute flow to the facilities required to be constructed in conjunction with the project, those facilities shall be designed to carry the additional flow, and the contributing area will be included in the master plan.

In the event the master drainage plan recommends diversion and concentration of run-off from the project area to adjacent properties, the subdivider shall secure the necessary flow and drainage easements. In addition, the subdivider shall install off-site improvements for accommodation of the project drainage as shown by the master plan.

The subdivider, at the time of the submittal of the final drainage plan for the project, shall provide the City all hydrological calculations required by the City Engineer to demonstrate that the drainage system will accommodate the project run-off, in accordance with the recommendations of the approved master drainage plan, and in such a manner that the subdivisions and the streets will not flood or pond (except for designated retention areas). The total run-off shall be handled at pre-development levels, as recommended in the EIR.

The lots backing up to Whitney Boulevard shall drain to the greatest extent possible to Bluffs Drive, minimizing drainage on the slope easement along the bluffs along Whitney Boulevard and adjacent properties.

III. GRADING

Prior to filing any subdivision or parcel map on a parcel created by SD-83-02 and prior to the issuance of any

grading permit for all or any portion of the project, the subdivider shall design a grading plan to show detailed individual lot drainage. Said grading plan shall be in compliance with the City's grading policies and ordinances that are in effect at the time of the approval of the final grading plan, and shall demonstrate that the grading will be compatible with the master drainage plan and the final drainage plan for the project.

The final grading plan shall demonstrate whether there is a need to grade the entire project area at one time to obtain an overall balance of cut and fill, to be compatible with the final drainage plan, and/or avoid flooding and drainage problems during and after grading. If such a need is shown, the subdivider shall grade the entire project area at one time. If such a need is not shown and the subdivider plans to grade in phases, the final grading plan shall demonstrate that the phased grading will be compatible with the overall grading and drainage plans.

During and after the grading of the project area, or any phase of the grading of the project, the subdivider shall provide for control of dust, erosion, conservation of top-soil, and stabilization of grades, as stated in the EIR, and as may be required by the City Engineer. Said provisions shall be identified on all improvements and grading permits.

For any grading that will be proposed on areas that may be exposed during winter months (rainy periods, from approximately September through April) the subdivider shall provide the City Engineer a plan establishing procedures to mitigate erosion or flood problems resulting from unprotected grading, or grading in progress, prior to issuance of a grading permit.

During construction and grading, the subdivider shall provide a stand-by crew available to respond upon call of the City Engineer to prevent erosion and flooding. The subdivider shall specify on the approved grading plans the person responsible to organize or direct any activities resulting from drainage or rain related problems. Persons shall be available on a 24 hour basis.

The subdivider shall provide to the City Engineer a certification by a registered Civil Engineer that lot grading and drainage has been constructed in conformance with approved plans, to the satisfaction of the City Engineer, prior to acceptance of improvements by the City.

The subdivider shall revegetate all graded and disturbed soils as recommended in the EIR.

IV. LANDSCAPING

- 1. The subdivider shall submit to the City Planning Director for approval a landscaping plan prior to filing the final map for SD-83-02, for landscaping along the public corridors. This landscaping plan shall:
 - (a) Be prepared by a landscape architect.
 - (b) Include certification to the City Planning Director by the landscape architect that the topsoil within the landscaped corridors is suitable for the proposed landscaping.
 - (c) Include automatic irrigation systems. (The main irrigation system shall be installed with the initial street construction required for SD-83-02; see condition I.E.).

- 2. Landscaping consistent with the approved landscape plan for the median in Rocklin West Boulevard and
 Sunset Boulevard shall be installed by the subdivider as a
 part of the subdivision improvements for SD-83-02. All
 other landscaping shall be installed with the public
 improvements on the parcel created by SD-83-02 to which the
 landscaping is adjacent.
- 3. The City shall cause to be formed prior to or concurrently with the recordation of the final map for SD-83-02, a landscaping maintenance district in accordance with Streets and Highways Code section 22500 et seq. The subdivider shall pay all costs associated with the formation of the district and shall provide the City with technical assistance as determined necessary by the City. The subdivider shall maintain the landscaping systems until such time as the City receives adequate assessments to maintain the improvements (at least one year, depending upon the receipt of assessment funds by the City).

V. STREET LIGHTS

The subdivider shall submit to the City Engineer and P.G. and E. for approval a street lighting plan concurrently with the submittal of street improvement plans. The street lighting plans shall provide for the installation of any street light electrical system.

Street lights shall be installed as part of the subdivision improvements for SD-83-02 and any subdivision or parcel map submitted on a parcel created by SD-83-02 or by condition of a conditional use permit for any parcel created by SD-83-02. At the time said lights are energized, the subdivider shall pay to City the total cost of services and

electrical energy charges estimated to be incurred by City for said lights until such time as the City will receive the next annual assessment through the existing Street Light Maintenance District for such lights. Any amount paid in advance shall not be assessed against the property.

VI. PARK AND RIDE LOT

The has been determined and agreed that a two acre "park and ride" lot is necessary to serve the project. The subdivider shall make an irrevocable offer of dedication (I.O.D.) of a "park and ride lot" to the City of Rocklin at the time of the approval of the final map for SD-83-02. The I.O.D. shall be for a two (2) acre parcel located within the boundaries of Parcel C as shown on SD-83-02. At the time of making the I.O.D., title to Parcel C shall be free and clear of all encumbrances. City shall determine the exact location and configuration of the two (2) acre parcel prior to or at the time it accepts the I.O.D.

The design of the "park and ride lot" shall include, but not be limited to, AC paving, striping, identification signs, and landscaping.

The City shall accept the I.O.D. and the subdivider shall agree to design and improve the lot as a part of the subdivision improvements for SD-83-02. Completion of said improvements shall be secured by a surety bond, letter of credit, or other security approved by the City Attorney, and the improvements shall be constructed within 12 months of the recordation of the final map for SD-82-02. However, City's acceptance of the I.O.D. and the design and improvement of the lot may be delayed until the issuance of the building permit for the 700th dwelling unit of the project,

the development of Parcel C as a commercial use, or five (5) years, whichever occurs first, if so provided by written agreement between City and the subdivider executed prior to filing the final map for SD-83-02.

VII. NEIGHBORHOOD PARK SITE AND PARK FEES

The subdivider shall dedicate Parcel G to the City in fee for use as a park site at the time of filing the final map for SD-83-02. At the time of dedication the land shall be free and clear of all encumbrances. Park fees shall be paid pursuant to Rocklin Municipal Code \$16.28.040 et seq. for each residential subdivision map or use permit approved in the project without credit for the land dedicated.

Park fees for the parcels created by SD-83-02 shall be in the amount established by resolution of the City Council in effect at the time a residential tentative subdivision map or conditional use permit is approved for these parcels. Where a parcel is further subdivided, the fee shall be imposed and shall be payable as provided in Rocklin Municipal Code section 16.28.040 et seq. as said provisions now read or as they may hereafter be amended. Where the parcel is not further subdivided, the fee shall be imposed and shall be payable as provided in Rocklin Municipal Code section 17.71.010 et seq. as said provisions now read or they may hereafter be amended.

VIII. SCHOOLS

The necessity for payment and the amount of school fees under Rocklin Municipal Code section 15.24.010 et seq. for the parcels created by SD-83-02 shall be determined at the time a residential tentative subdivision map or conditional use permit is approved for each such parcel.

IX. WATER SYSTEM

The subdivider shall install all water lines in Sunset Boulevard, Rocklin West Boulevard, Crest Drive, and Whitney Boulevard, in such a way that those streets shall not be disturbed as a result of future subdivision. In addition, the subdivider shall install all off-site water system improvements necessary to provide the required fire flows, as approved by the Fire Chief of the City of Rocklin. Said improvements shall be secured and contructed as a part of the subdivision improvements for SD-83-02.

The subdivider shall install to City standards water lines and fire appliances, to the satisfaction of the Fire Chief, to provide adequate fire flow by two points of supply to any point in the system. Said improvements shall be secured and constructed as part of the on-site subdivision improvements or as a condition of conditional use permit for all or any of the parcels created by SD-83-02.

X. FIRE STATION AND SITE

The subdivider shall dedicate Parcel J to City in fee for use as a fire station and for fire service upon filing and approval of the final map for SD-83-02. At the time of dedication, Parcel J shall be free and clear of all encumbrances.

Subdivider shall pay to City \$25,000 upon filing and approval of the final map for SD-83-02 for architectural and engineering services for the development of the design construction, supervision, and the preparation of all necessary bid and construction documents for a fire station on parcel J.

XI. PHASING

The subdivider shall prepare for recording and the City shall record the final map for SD-83-02 prior to the recording of a final map for all or any portion or phase of SD-82-01. The final map for SD-83-02 shall not be phased.

The tentative maps for SD-83-02, between Phases N and L, shall be amended to eliminate the line from lots 357/536 to lots 376/508, and establish new lines from lots 387/387 through 367/368, through 362/361, through lots 356/367.

XII. OPEN SPACE

Upon approval of a subdivision or parcel map or conditional use permit for Parcels M, N, K, and L of SD-83-02, the subdivider shall cause to be executed with the City a protective Open Space Easement on slope areas exceeding 20% along the "bluffs" within each parcel. The form of easement shall be provided by the City.

XIII. FISCAL ANALYSIS

A. Fiscal Impact Mitigation

At the time of application for any tentative map or conditional use permit on any parcel created by SD-83-02, the City shall prepare a fiscal impact analysis applicable at that time. The basis of the analysis shall be the "Fiscal Impact Analysis" dated April 28, 1982, and prepared for the project. The analysis shall be updated at each phase of development, utilizing the City of Rocklin's

general fund budget expenditures and general fund revenue sources applicable during the fiscal year in which each phase of development is proposed.

The subdivider shall pay to the City the fiscal impact mitigation fee as determined in the above paragraph at the time of recordation of any final subdivision map or issuance of any building permit, whichever comes first, on any parcel created by for SD-83-02. The fee shall be per dwelling unit, and shall not be increased more than 50% from the \$84.00 per dwelling unit established in the "Fiscal Impact Analysis" for the project.

B. Fire Service

Prior to recording of a final subdivision or parcel map submitted on any parcel created by SD-83-02, the subdivider shall meet and work with City to cause the establishment of an assessment district pursuant to Government Code section 533ll et seq. or other permanent financing mechanism acceptable to City to fund the on-going operation and maintenance, exclusive of administration costs, for the fire station to be constructed on Parcel "J".

The subdivider shall provide professional services to the City as is necessary to initiate an assessment district or other financing mechanism.

Failure of the district or other financing mechanism to provide adequate revenues for fire service for the project area may result in negative fiscal impacts on the City of Rocklin. The City, therefore, reserves the right to deny future land use entitlements both within and outside of the project area in light of fiscal impacts, as stated in the fiscal analysis.

XIV. SPECIFIC PLAN USE PERMIT; MISCELLANEOUS

- A. General Plan Amendment maps, General Development Plan maps, and other associated maps shall all be amended as necessary to be consistent with various map revisions, as specified in Sections I through XVI.
- B. The subdivider shall apply for and receive approval of a Specific Plan Use Permit in accordance with Section 17.06.100 of the Rocklin Municipal Code for development of Parcels A, B, C, D, E, F, H, I, K, L, M, and N of SD-83-02, prior to the issuance of any building permit on each respective phase.
- C. Approval of SD-83-02 is conditioned on standard subdivision improvements in addition to those specified herein; and approval of GPA-82-03, Rezoning Z-82-02 including the General Development Plan PD(G) 82-01 and the Development Agreement for the Rocklin West Area A-1 Project.

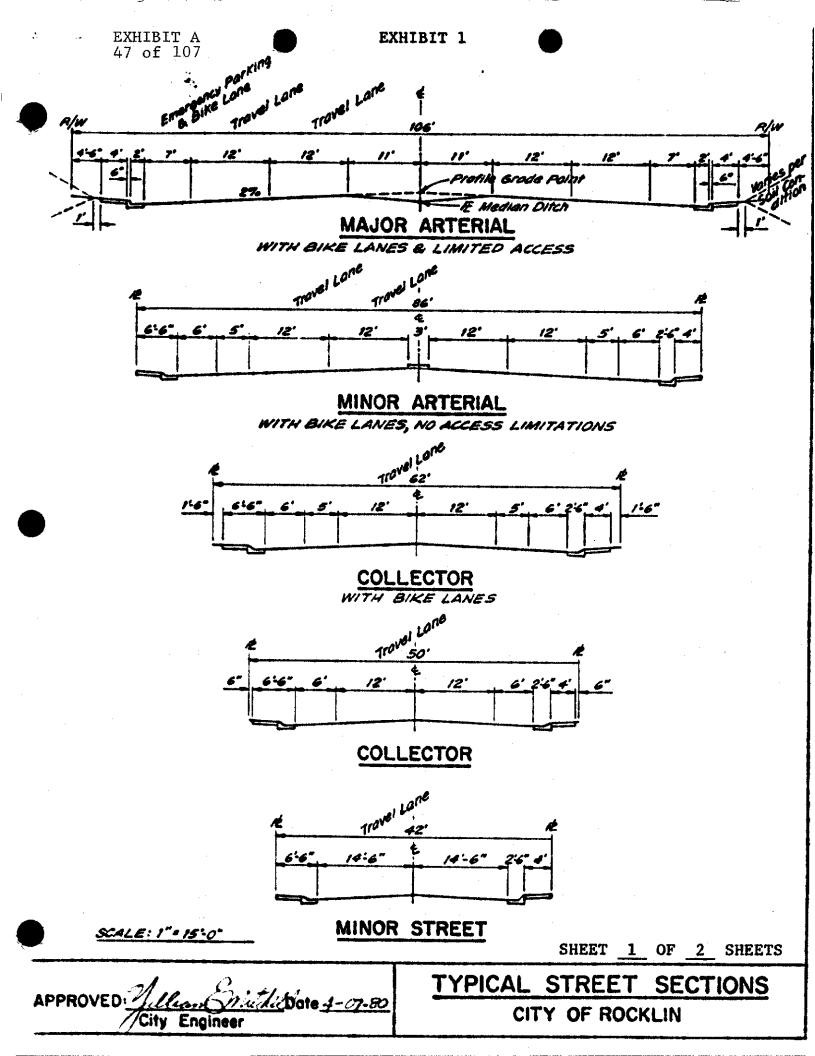
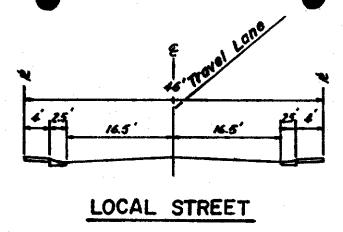


EXHIBIT A 48 of 107

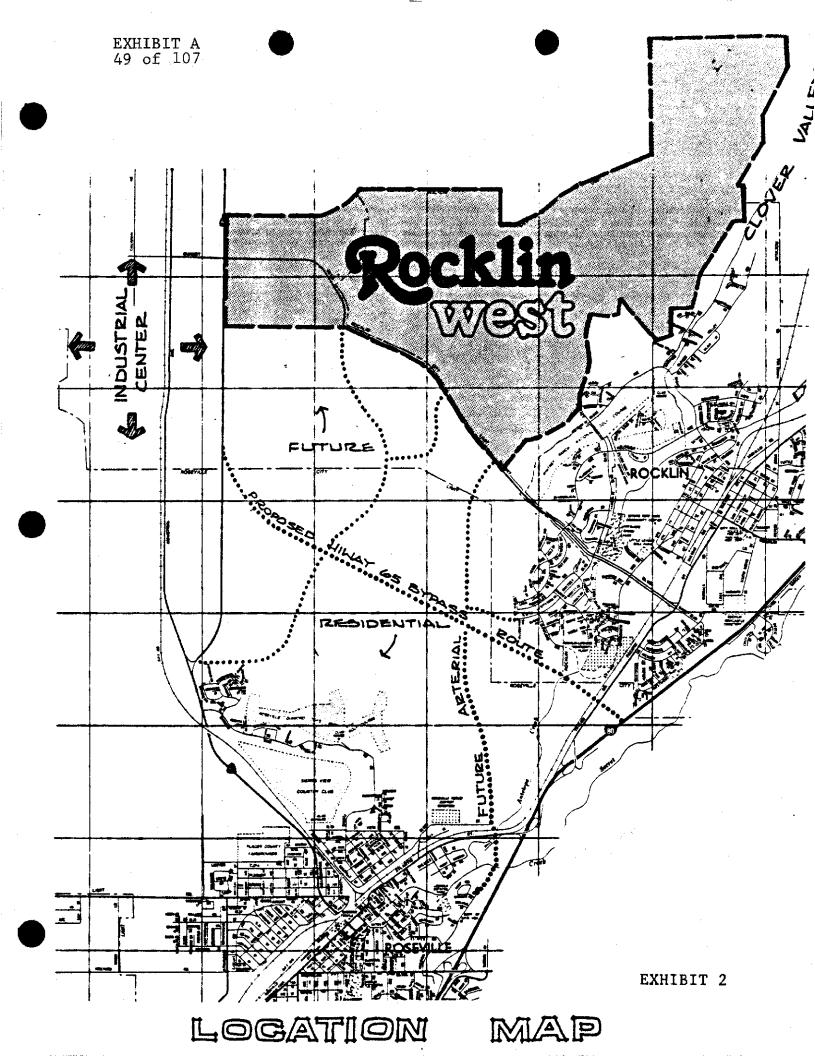


SCALE: |"=15"

SHEET 2 OF 2 SHEETS

APPROVED: Milliam Brithe Sort 107-80

TYPICAL STREET SECTIONS
CITY OF ROCKLIN



RESOLUTION NO. 85-19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING MODIFICATIONS TO THE TENTATIVE SUBDIVISION MAP SD-83-02 APPROVED BY RESOLUTION 83-118 (ROCKLIN WEST AREA A-1 LARGE LOT SUBDIVISION RENAMED THE STANFORD RANCH AREA A-1 LARGE LOT SUBDIVISION)

WHEREAS, the City Council of the City of Rocklin has considered the effect of the approval of this modification on the housing needs of the region and balanced those needs against the public service needs of its residents, and available fiscal and environmental resources:

THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES RESOLVE AS FOLLOWS:

Section 1. An Environmental Impact Report has been certified, and a Statement of Overriding Considerations has been adopted on the project.

Section 2. The City Council finds and determines that:

- l. The proposed subdivision, as modified, together with the provisions for its design and improvement, is consistent with the General Plan for the City of Rocklin.
- 2. The site is physically suitable for the proposed type and density of development.
- 3. The proposed subdivision, as modified, would be appropriate in the zoning classification specified.
- 4. The design of the subdivision, as modified, and the type of improvements will not cause substantial environmental damage or substantial injury to fish or wildlife or their habitat, or cause serious public health problems.
- 5. The design of the subdivision, as modified, provides, to the extent feasible, for future passive or natural heating or cooling opportunities.

- 6. The design of the subdivision, as modified, and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property in the subdivision.
- 7. The minutes of the deliberations of the Planning Commission and the City Council and all oral and documentary evidence presented at the hearings on the modifications shall be considered as part of these findings.

Section 3. The Tentative Subdivision Map SD-83-02, as originally approved by Resolution 83-118, is hereby modified as follows:

- A. The name of the subdivision is hereby changed from Rocklin West Area A-1 to Stanford Ranch Area A-1.
- B. The conditions of approval of the tentative map are hereby amended to read as set forth in Exhibit A attached hereto and by this reference incorporated herein.
- C. The tentative subdivision map SD-83-02, as modified, is hereby approved as attached hereto as Exhibit B and by this reference incorporated herein.

PASSED AND ADOPTED this <u>21st</u> day of <u>January</u> 1985, by the following roll call vote:

AYES: CO

COUNCIL MEMBERS:

Hill, Huson, Linton

NOES:

COUNCIL MEMBERS:

None

ABSENT:

COUNCIL MEMBERS:

Dominguez, /Ainsworth

Mayor

ATTEST:

EXHIBIT A

CONDITIONS OF APPROVAL SD-83-02 Tentative Map

For purposes of these conditions, the Stanford Ranch Area A-1 Project shall be referred to as "the project." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-82-01 shall be referred to as "SD-82-01." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-83-02 shall be referred to as "SD-83-02." "Subdivider" shall refer to the original subdivider and all successors in interest in title to the property or any portion thereof which is the subject of SD-83-02.

I. ROAD IMPROVEMENTS

A. General

- All road improvements shall be designed and constructed to conform with the typical street details as shown on SD-83-02.
- 2. All road improvement plans shall contain a traffic plan, including striping and other traffic control devices, such as stop signs and street name signs.
- 3. All intersections shall be designed with street widths sufficient to accommodate turning movements in accordance with the City's standard specifications.

- 4. The subdivider shall enter into a standard subdivision agreement with the City for the construction of all road improvements, including but not limited to those specifically called for herein.
- 5. Road improvements shall include all standard subdivision improvements. Road improvements shall include installation of all utilities and utility crossings, including television cables, in such a manner that the streets will not be cut or excavated for the future installation of utilities after the road has been completed.
- 6. Wherever a condition calls for the subdivider to provide security, said security shall be in the form of a surety bond, letter of credit, or other security device approved by the City Attorney.

B. Signalization

1. Stanford Ranch Road and Sunset Boulevard

The subdivider shall agree to install and shall provide security for the signal for the intersection of Stanford Ranch Road and Sunset Boulevard as a part of the subdivision improvements for SD-83-02. No credit or reimbursement from the City's traffic signalization fees or any other fee or fund collected on the project or any other project within Rocklin shall be given for this signal.

Said signal shall be installed and shall be operational upon completion of the construction of Stanford Ranch Road.

2. Other Intersections

The subdivider shall contribute to the provision of signals at the following intersections in the manner set forth below:

Sunset Boulevard and Topaz Street Sunset and Whitney Boulevards Sunset Boulevard and Third Street Pacific Street and Woodside Drive

Traffic signalization fees shall be paid in accordance with Rocklin Municipal Code §3.16.110 et seq. on all buidling permits issued for the project. In addition, traffic warrants shall be reviewed by City staff with each future application for a tentative subdivision map, tentative parcel map or use permit within the project. If signalization is found to be necessary at any intersection identified above based on said review and using the California Traffic Manual, the City shall cause the signal(s) to be installed. The signal(s) shall be installed using the funds in the City's Traffic Signalization Fund which are then not previously committed for signalizing other intersection for which signalization is warranted based on the California Traffic Manual and which were collected after the approval of the project. In the event said funds are not sufficient to cover the cost at that time, the City may condition the approval of any application(s) for a development entitlement in the project area then pending or thereafter submitted on the advance payment of funds to the City in the amount necessary to construct the required signalization. The City shall enter into a written agreement with the payee(s) of said advanced funds to reimburse the payee(s) the amount advanced in the

following manner: Beginning on July 1 following the payment of the advance, and on each July 1 thereafter until the full amount advanced is paid back, City shall reimburse the payee(s) annually in an amount equal to 80% of the total signalization fees collected from July 1 to June 30 of each preceding fiscal year on the issuance of all building permits for construction or other work within that area known as Stanford Ranch as shown on Exhibit 2, under Rocklin Municipal Code section 3.16.110 et seq. No interest shall accrue on the amount advanced. In the event more than one payee is involved, the 80% of the total fees collected shall be divided among the payees proportionately based on the amount paid by each.

3. Sunset Boulevard/Highway 65

Prior to filing the final map for SD-83-02 the subdivider shall confer with the State of California and Placer County with respect to mitigating the traffic impacts at the Highway 65 and Sunset Boulevard intersection.

C. Street Name Changes

Final street names not shown on SD-83-02 shall be submitted to the City Engineer for approval prior to filing for approval a final map on SD-83-02.

D. Sunset Boulevard

1. Subdivider shall install partial street improvements to City standards as approved by the City Engineer to handle traffic generated by the project.

- 2. Meandering sidewalks shall be permitted as shown on the general development plan.
- 3. Standard sections shall be equivalent to a Traffic Index equal to the existing Sunset Boulevard.
- 4. Final improvement plans shall provide for free right-turn movements onto Stanford Ranch Road and Sunset Boulevard, and shall include landscaping materials within the median strips and installation of an automatic irrigation system unless the landscaping plan shows to the satisfaction of the City Engineer that an irrigation system is unnecessary.
- 5. The subdivider shall agree to construct and shall provide security for said improvements in accordance with the approved final plans as a part of the subdivision improvements for SD-83-02. Said improvements shall be constructed within 12 months of the recordation of the final map in SD-83-02.
- 6. The City shall enter into a reimbursement agreement with the subdivider for the improvements to Sunset Boulevard that are of supplemental size, capacity or number for the benefit of property not within the subdivision under Rocklin Municipal Code sections 16.28.190-16.28.210.

E. Stanford Ranch Road

1. The subdivider shall design the entire length and width of Stanford Ranch Road in conformance with the typical street details as shown on SD-83-02, including, but not limited to, four lanes of traffic, center median with left turn pockets at all intersections, Class II bike lanes,

curbs, gutters, sidewalks and street lights. The structural section shall be designed to a Traffic Index of 7.

- 2. Meandering sidewalks shall be permitted as shown on the general development plan.
- 3. Improvement designs shall include the main irrigation system to maintain future landscaping and landscaping materials within the median strip.
- 4. Ingress and egress from any unimproved portion of Stanford Ranch Road shall be barricaded and limited to construction vehicles only until all improvements are installed and accepted by the City.
- 5. The tentative map for SD-83-02 shall be amended to include the additional right-of-way area for the proposed twelve (12) feet of landscaping on each side of Stanford Ranch Road, as shown on the general development plan.
- 6. The subdivider shall agree to construct and shall provide security for said improvements in accordance with the approved final plans as part of the subdivision improvements for SD-83-02. Said improvements shall be constructed within 12 months of recordation of the final map for SD-83-02.

F. Whitney Boulevard

1. The subdivider shall design Whitney Boulevard in conformance with the typical street details as shown on SD-83-02, to transition from a 60 foot section at Crest Drive to a 106 foot section at Midas Avenue. The transition

is to occur between Bonanza Street and Midas Avenue. The structural section shall be designed to a Traffic Index of 7.

- Improvement designs shall include, but not be limited to, curbs, gutters, sidewalks, and street lights.
- 3. A traffic safety barricade shall be installed as part of the street improvements along the easterly right-of-way boundary of Whitney Boulevard from Bonanza Street to Crest Drive as determined by the City Engineer.
- 4. The subdivider shall agree to construct and shall provide security for said improvements in accordance with the approved final plans as part of the subdivision improvements for SD-83-02. Said improvements shall be constructed within 12 months of recordation of the final map for SD-83-02.

G. Crest Drive

- 1. The subdivider shall design the entire length and width of Crest Drive in conformance with the typical street details as shown on SD-83-02 for a 60 foot street. The improvements shall include, but shall not be limited to, curbs, gutters, sidewalks, and street lights. The structural section shall be designed to a Traffic Index of 7.
- 2. The subdivider shall agree to construct and shall provide security for said improvements in accordance with the approved final plans as part of the subdivision improvements for SD-83-02. Said improvements shall be

constructed within 12 months of recordation of the final map for SD-83-02.

H. Pacific Street/Taylor Road

- 1. The subdivider shall design Pacific Street Taylor Road from Sunset Boulevard to the City of Rocklin southern limits in conformance with the typical street details of the City of Rocklin for a 100 foot right-of-way. The improvement design shall exclude side-walks and shall include, but not be limited to, four lanes of travel plus median with left turn pockets, Class II bicycle lanes, curbs, gutters, and the underground conduits for the later installation of a signal light at Pacific Street/Taylor Road and Woodside Drive. (See condition I-B-2.) Structural section shall be designed to a Traffic Index of 9.
- 2. The subdivider shall agree to construct and shall provide security for that portion of Pacific Street/Taylor Road between Sunset Boulevard and the City of Rocklin's southern limits as shown on and in accordance with the street plan entitled "Pacific Street, Exhibit 1," attached hereto, as part of the subdivision improvements for SD-83-02. Said improvements shall be constructed within 12 months of recordation of the final map for SD-83-02.
- 3. City shall enter into a written agreement with the subdivider for reimbursement of the cost of these improvements in the following manner: Beginning July 1 following completion of the improvements and on each July 1 thereafter until the full amount advanced is paid back, City shall reimburse subdivider annually in an amount equal to 80% of the total traffic circulation surcharges

collected from July 1 to June 30 of each preceding fiscal year on the issuance of all building permits for construction or other work within that area known as Stanford Ranch as shown on Exhibit 2 under Rocklin Municipal Code section 3.16.070, et seq. No interest shall accrue on the amount to be reimbursed.

Nothing herein shall be construed to waive the obligation to pay the traffic circulation surcharge in accordance with Rocklin Municipal Code section 3.16.070 et seq. on all building permits issued for the project.

I. Internal Streets thru Parcels K, L, M and N

1. The tentative map for SD-83-02 shall be amended to include 46 foot rights-of-way along the following street sections:

> Hills Street, from Bluffs Drive to Little Bend Road

Little Bend Road from Stoney Road to Sandstone Court

Sandstone Court, from Little Bend Road to Stoney Road

Stonehaven Road, from Rimrock Road to Stoney Road

Miners Circle, from Cobblestone Drive to Outlook Drive

Outlook Drive, from Miners Circle to the northern limits of the subdivision

- 2. Construction of on-site improvements within all or any of the parcels created by SD-83-02 shall be secured and constructed as a part of the subdivision improvements or as a condition of the conditional use permit for that parcel.
- 3. Improvements shall include, but not be limited to, curbs, gutters, sidewalks, and street lights. Structural sections shall be designed to a Traffic Index 5, but not less than the equivalent of two inch A.C. on four inches of A.B.

II. DRAINAGE

Prior to recording the final map for SD-83-02, subdivider shall enter into a contract with a registered engineering consultant mutually agreed upon by the City Engineer and subdivider to prepare at subdivider's expense a master drainage plan for that area known as Stanford Ranch and shown on Exhibit 2. With execution of the contract, subdivider shall provide to City a performance bond in an amount determined by the City as security for preparation of the master drainage plan.

In the event the master drainage plan shows additional areas contribute flow to the facilities required to be constructed in conjunction with the project, those facilities shall be designed to carry the additional flow, and the contributing area will be included in the master plan.

In the event the master drainage plan recommends diversion and concentration of run-off from the project area to adjacent properties, the subdivider shall secure the necessary flow and drainage easements. In addition,

the subdivider shall install off-site improvements for accommodation of the project drainage as shown by the master plan.

The subdivider, at the time of the submittal of the final drainage plan for the project, shall provide the City all hydrological calculations required by the City Engineer to demonstrate that the drainage system will accommodate the project run-off, in accordance with the recommendations of the approved master drainage plan, and in such a manner that the subdivisions and the streets will not flood or pond (except for designated retention areas). The total run-off shall be handled at pre-development levels, as recommended in the EIR.

The lots backing up to Whitney Boulevard shall drain to the greatest extent possible to Bluffs Drive, minimizing drainage on the slope easement along the bluffs along Whitney Boulevard and adjacent properties.

III. GRADING

Prior to filing any subdivision or parcel map on a parcel created by SD-83-02 and prior to the issuance of any grading permit for all or any portion of the project, the subdivider shall prepare and submit a general grading plan for the project area for the review and approval of the City Engineer. All grading shall be in conformance with the plan approved by the City Engineer and with City standards.

During and after the grading of the project area, or any phase of the grading of the project, the subdivider shall provide for control of dust, erosion, conservation of top-soil, and stabilization of grades, as stated in the EIR, and as may be required by the City Engineer. Said provisions shall be identified on all improvements and grading permits.

For any grading that will be proposed on areas that may be exposed during winter months (rainy periods, from approximately September through April) the subdivider shall provide the City Engineer a plan establishing procedures to mitigate erosion or flood problems resulting from unprotected grading, or grading in progress, prior to issuance of a grading permit.

During construction and grading, the subdivider shall arrange for a person to be available to respond upon call of the City Engineer to prevent erosion and flooding. The subdivider shall specify on the approved grading plans the person responsible to organize or direct any activities resulting from drainage or rain related problems. The person shall be available on a 24 hour a day basis.

The subdivider shall provide to the City Engineer a certification by a registered Civil Engineer that lot grading and drainage has been constructed in conformance with approved plans, to the satisfaction of the City Engineer, prior to acceptance of improvements by the City.

The subdivider shall revegetate all graded and disturbed soils as recommended in the EIR.

IV. LANDSCAPING

1. The subdivider shall submit to the City Planning Director for approval a landscaping plan prior to filing

the final map for SD-83-02, for landscaping along the public corridors. This landscaping plan shall:

- (a) Be prepared by a landscape architect.
- (b) Include certification to the City Planning Director by the landscape architect that the topsoil within the landscaped corridors is suitable for the proposed landscaping.
- (c) Include automatic irrigation systems. (The main irrigation system shall be installed with the initial street construction required for SD-83-02; see condition I.E.).
- 2. Landscaping consistent with the approved landscape plan for the median in Stanford Ranch Road and Sunset Boulevard shall be installed by the subdivider as a part of the subdivision improvements for SD-83-02. All other landscaping shall be installed with the public improvements on the parcel created by SD-83-02 to which the landscaping is adjacent.
- 3. The City shall cause to be formed prior to or concurrently with the recordation of the final map for SD-83-02, a landscaping maintenance district in accordance with Streets and Highways Code section 22500 et seq. The subdivider shall pay all costs associated with the formation of the district and shall provide the City with technical assistance as determined necessary by the City. The subdivider shall maintain the landscaping systems until such time as the City receives adequate assessments to maintain the improvements (at least one year, depending upon the receipt of assessment funds by the City).

V. STREET LIGHTS

The subdivider shall submit to the City Engineer and P.G. and E. for approval a street lighting plan concurrently with the submittal of street improvement plans. The street lighting plans shall provide for the installation of any street light electrical system.

Street lights shall be installed as part of the sub-division improvements for SD-83-02 and any subdivision or parcel map submitted on a parcel created by SD-83-02 or by condition of a conditional use permit for any parcel created by SD-83-02. At the time said lights are energized, the subdivider shall pay to City the total cost of services and electrical energy charges estimated to be incurred by City for said lights until such time as the City will receive the next annual assessment through the existing Street Light Maintenance District for such lights. Any amount paid in advance shall not be assessed against the property.

VI. NEIGHBORHOOD PARK SITE AND PARK FEES

The subdivider shall dedicate Parcel G to the City in fee for use as a park site at the time of filing the final map for SD-83-02. At the time of dedication the land shall be free and clear of all encumbrances. Park fees shall be paid pursuant to Rocklin Municipal Code \$16.28.040 et seq. for each residential subdivision map or use permit approved in the project without credit for the land dedicated.

Park fees for the parcels created by SD-83-02 shall be in the amount established by resolution of the City Council in effect at the time a residential tentative subdivision map or conditional use permit is approved for these parcels.

Where a parcel is further subdivided, the fee shall be imposed and shall be payable as provided in Rocklin Municipal Code section 16.28.040 et seq. as said provisions now read or as they may hereafter be amended. Where the parcel is not further subdivided, the fee shall be imposed and shall be payable as provided in Rocklin Municipal Code section 17.71.010 et seq. as said provisions now read or they may hereafter be amended.

VII. SCHOOLS

The necessity for payment and the amount of school fees under Rocklin Municipal Code section 15.24.010 et seq. for the parcels created by SD-83-02 shall be determined at the time a residential tentative subdivision map or conditional use permit is approved for each such parcel.

VIII. WATER SYSTEM

The subdivider shall install all water lines in Sunset Boulevard, Stanford Ranch Road, Crest Drive, and Whitney Boulevard, in such a way that those streets shall not be disturbed as a result of future subdivision. In addition, the subdivider shall install all off-site water system improvements necessary to provide the required fire flows, as approved by the Fire Chief of the City of Rocklin. Said improvements shall be secured and contructed as a part of the subdivision improvements for SD-83-02.

The subdivider shall install to City standards water lines and fire appliances, to the satisfaction of the Fire Chief, to provide adequate fire flow by two points of supply to any point in the system. Said improvements shall be secured and constructed as part of the on-site subdivision

improvements or as a condition of conditional use permit for all or any of the parcels created by SD-83-02.

IX. FIRE STATION AND SITE

The subdivider shall dedicate Parcel J to City in fee for use as a fire station and for fire service upon filing and approval of the final map for SD-83-02. At the time of dedication, Parcel J shall be free and clear of all encumbrances.

Subdivider shall pay to City \$25,000 upon filing and approval of the final map for SD-83-02 for architectural and engineering services for the development of the design construction, supervision, and the preparation of all necessary bid and construction documents for a fire station on parcel J.

X. PHASING

The subdivider shall prepare for recording and the City shall record the final map for SD-83-02 prior to the recording of a final map for all or any portion or phase of SD-82-01. The final map for SD-83-02 shall not be phased.

XI. OPEN SPACE

Upon approval of a subdivision or parcel map or conditional use permit for Parcels M, N, K, and L of SD-83-02, the subdivider shall cause to be executed with the City a protective Open Space Easement on slope areas exceeding 20% along the "bluffs" within each parcel. The form of easement shall be provided by the City.

XII. FISCAL ANALYSIS

A. Fiscal Impact Mitigation

At the time of application for any tentative map or conditional use permit on any parcel created by SD-83-02, the City shall prepare a fiscal impact analysis applicable at that time. The basis of the analysis shall be the "Fiscal Impact Analysis" dated April 28, 1983, and prepared for the project. The analysis shall be updated at each phase of development, utilizing the City of Rocklin's general fund budget expenditures and general fund revenue sources applicable during the fiscal year in which each phase of development is proposed.

The subdivider shall pay to the City the fiscal impact mitigation fee as determined in the above paragraph at the time of recordation of any final subdivision map or issuance of any building permit, whichever comes first, on any parcel created by for SD-83-02. The fee shall be per dwelling unit, and shall not be increased more than 50% from the \$84.00 per dwelling unit established in the "Fiscal Impact Analysis" for the project.

B. Fire Service

Prior to recording of a final subdivision or parcel map submitted on any parcel created by SD-83-02, the subdivider shall meet and work with City to cause the establishment of an assessment district pursuant to Government Code section 533ll et seq. or other permanent financing mechanism acceptable to City to fund the on-going operation and maintenance, exclusive of administration costs, for the fire station to be constructed on Parcel "J".

The subdivider shall provide professional services to the City as is necessary to initiate an assessment district or other financing mechanism.

Failure of the district or other financing mechanism to provide adequate revenues for fire service for the project area may result in negative fiscal impacts on the City of Rocklin. These negative impacts are detailed in the fiscal analysis contained in the project's EIR. The City reserves the right to deny or delay future land use entitlements for projects anywhere in the City, including the project area, in the event fiscal resources are insufficient to meet the cost of providing fire service as identified in the EIR fiscal analysis.

XIII. SPECIFIC PLAN USE PERMIT; MISCELLANEOUS

- A. General Plan Amendment maps, General Development Plan maps, and other associated maps shall all be amended as necessary to be consistent with various map revisions, as specified in Sections I through XII.
- B. The subdivider shall apply for and receive approval of a Specific Plan Use Permit in accordance with Section 17.60.100 of the Rocklin Municipal Code for development of Parcels A, B, C, D, E, F, H, I, K, L, M, and N of SD-83-02, prior to the issuance of any building permit on each respective phase.
- C. Approval of SD-83-02 is conditioned on standard subdivision improvements in addition to those specified herein and upon approval of GPA-82-03, Rezoning Z-82-02 including the General Development Plan PD(G) 82-01 and the Development Agreement for the Stanford Ranch Area A-1 Project.

EXHIBITS

Exhibit 1: Pacific Street Exhibit 1

Exhibit 2: Map of Stanford Ranch

Exhibit 1 to Resolution No. 85-119 is a map of Pacific Street.

EXHIBIT 2 SD-83-02 LOCATION INDUSTRIAL CENTER

Exhibit 2 of Resolution No. 85-19 is the Tentative Subdivision Map, SD-83-02, Area A-1, Stanford Ranch.

RESOLUTION NO. 83-119

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE TENTATIVE SUBDIVISION MAP SD-82-01 FOR THE ROCKLIN WEST A-1 AREA SUBDIVISON

WHEREAS, the City Council of the City of Rocklin has considered the effect of the approval of this subdivision map on the housing needs of the region and balanced those needs against the public service needs of its residents, and available fiscal and environmental resources:

THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES RESOLVE AS FOLLOWS:

Section 1. That an Environmental Impact Report has been certified and a Statement of Overriding Considerations has been adopted on the project.

Section 2. The City Council finds and determines that:

- 1. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan for the City of Rocklin.
- The site is physically suitable for the proposed type and density of development.
- 3. The proposed project would be appropriate in the zoning classification specified.
- 4. The design of the subdivision and the type of improvements will not cause serious substantial environmental damage or substantial injury to fish or wildlife or their habitat, or cause public health problems.
- 5. The design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities.
- 6. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property in the subdivision.

7. The minutes of the deliberations of the Planning Commission and the City Council and all oral and documentary evidence presented at the hearings concerning this application shall be considered as part of these findings.

Section 3. The Tentative Subdivision Map SD-82-01, attached as Exhibit A and incorporated herein, is hereby approved subject to the conditions contained in Exhibit B, attached hereto and incorporated herein.

PASSED AND ADOPTED this <u>17th</u> day of <u>October</u> 1983, by the following roll call vote:

AYES:

COUNCIL MEMBERS: Hill, Dominguez, Huson, Wofford

NOES:

COUNCIL MEMBERS: Linton

ABSENT:

COUNCIL MEMBERS: None

Mayor

ATTEST:

Exhibit A to Resolution No. 83-119 is a large map, Tentative Subdivision Map SD-82-01.

EXHIBIT B Resolution 83-119

CONDITIONS OF APPROVAL SD-82-01 - Tentative Map

For purposes of these conditions, the Rocklin West A-1 Project shall be referred to as "the project." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-82-01 shall be referred to as "SD-82-01." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-83-02 shall be referred to as "SD-83-02." "Subdivider" shall refer to the original subdivider and all successors in interest in title to the property or any portion thereof which is the subject of SD-82-01.

I. ROAD IMPROVEMENTS

A. General

- 1. All road improvements shall be constructed to the standards shown on the form entitled "Typical Street Sections," dated April 7, 1980, and attached hereto as Exhibit 1; except that the City's standard street specifications for 46 foot wide streets shall be followed on those street sections identified in Section I.I. of this report.
- 2. All road improvement plans shall contain a traffic plan, including striping and other traffic control devices, such as stop signs and street name signs.

- 3. All intersections shall be designed with street widths sufficient to accommodate turning movements in accordance with the City's standard specifications.
- 4. The subdivider shall enter into a standard subdivision agreement with the City for the construction of all road improvements, including but not limited to those specifically called for herein.
- 5. Road improvements shall include all standard subdivision improvements. Road improvements shall include installation of all utilities and utility crossings, including television cables, in such a manner that the streets will not be cut or excavated for the future installation of utilities after the road has been completed.
- 6. Wherever a condition calls for the subdivider to provide security, said security shall be in the form of a surety bond, letter of credit, or other security device approved by the City Attorney.

B. <u>Signalization</u>

The subdivider shall contribute to the provision of signals at the following intersections in the manner set forth below:

Sunset Boulevard and Topaz Street Sunset and Whitney Boulevards Sunset Boulevard and Third Street Pacific Street and Woodside Drive

Traffic signalization fees shall be paid in accordance with Rocklin Municipal Code §3.16.110 et seq. on

all buidling permits issued for the project. In addition, traffic warrants shall be reviewed by City staff with each future application for a tentative subdivision map, tentative parcel map or use permit within the project. If signalization is found to be necessary at any intersection identified above based on said review and using the California Traffic Manual, the City shall cause the signal(s) to be installed. The signal(s) shall be installed using the funds in the City's Traffic Signalization Fund which are then not previously committed for signalizing other intersections for which signalization is warranted based on the California Traffic Manual and which were collected after the approval of the project. In the event said funds are not sufficient to cover the cost at that time, the City may condition the approval of any application(s) for a development entitlement in the project area then pending or thereafter submitted on the advance payment of funds to the City in the amount necessary to construct The City shall enter into a the required signalization. written agreement with the payee(s) of said advanced funds to reimburse the payee(s) the amount advanced in the following manner: Beginning on July 1 following the payment of the advance, and on each July 1 thereafter until the full amount advanced is paid back, City shall reimburse the payee(s) annually in an amount equal to 80% of the total signalization fees collected from July 1 to June 30 of each preceding fiscal year on the issuance of all building permits for construction or other work within that area known as Rocklin West as shown on Exhibit 2, under Rocklin Municipal Code section 3.16110 et seq. No interest shall accrue on the amount advanced. In the event more than one payee is involved, the 80% of the total fees collected shall be divided among the payees proportionately based on the amount paid by each.

C. Street Name Changes

Final street names not shown on SD-82-01 shall be submitted to the City Engineer for approval prior to filing a final map on SD-82-01.

D. Rocklin West Boulevard

The tentative map for SD-82-01 shall be amended to include the additional right-of-way area for the proposed twelve (12) feet of landscaping on each side of Rocklin West Boulevard, as shown on the general development plan.

E. Whitney Boulevard

Slope easements shall be dedicated to the City as shown on SD-82-01 and as required by the City Engineer.

F. Internal Streets thru Parcels K, L, M and N

1. The tentative map for SD-82-01 shall be amended to include 46 foot rights-of-way along the following street sections:

Hills Street, from Bluffs Drive to Little Bend Road

Little Bend Road from Stoney Road to Sandstone Court

Sandstone Court, from Little Bend Road to Stoney Road

Stonehaven Road, from Rimrock Road to Stoney Road

Miners Circle, from Cobblestone Drive to Outlook Drive

Outlook Drive, from Miners Circle to the northern limits of the subdivision

- 2. Construction of on-site improvements within all or any of the parcels in SD-82-01 shall be secured and constructed as a part of the subdivision improvements for that parcel.
- 3. Improvements shall include, but not be limited to, curbs, gutters, sidewalks, and street lights. Structural sections shall be designed to a Traffic Index 5, but not less than the equivalent of two inch A.C. on four inches of A.B.

II. DRAINAGE

Prior to filing the final map for all or any portion or phase of SD-82-01, subdivider shall design the drainage for the project to be compatible with the master drainage plan prepared as a condition of approval of SD-83-02.

In the event the master drainage plan shows additional areas contribute flow to the facilities required to be constructed in conjunction with the project, those facilities shall be designed to carry the additional flow, and the contributing area will be included in the master plan.

In the event the master drainage plan recommends diversion and concentration of run-off from the project area to adjacent properties, the subdivider shall secure the necessary flow and drainage easements. In addition, the subdivider shall install off-site improvements for accommodation of the project drainage as shown by the master plan.

The subdivider, at the time of the submittal of the final drainage plan for the project, shall provide the City all hydrological calculations required by the City Engineer to demonstrate that the drainage system will accommodate the project run-off, in accordance with the recommendations of the approved master drainage plan, and in such a manner that the subdivisions and the streets will not flood or pond (except for designated retention areas). The total run-off shall be handled at pre-development levels, as recommended in the EIR.

The lots backing up to Whitney Boulevard shall drain to the greatest extent possible to Bluffs Drive, minimizing drainage on the slope easement along the bluffs along Whitney Boulevard and adjacent properties.

III. GRADING

Prior to filing a final map for all or any portion or phase of SD-82-01, and prior to the issuance of any grading permit for all or any portion of the project, the subdivider shall design a grading plan to show detailed individual lot drainage. Said grading plan shall be in compliance with the City's grading policies and ordinances that are in effect at the time of the approval of the final grading plan, and shall demonstrate that the grading will

be compatible with the master drainage plan and the final drainage plan for the project.

The final grading plan shall demonstrate whether there is a need to grade the entire project area at one time to obtain an overall balance of cut and fill, to be compatible with the final drainage plan, and/or to avoid flooding and drainage problems during and after grading. If such a need is shown, the subdivider shall grade the entire project area at one time. If such a need is not shown and the subdivider plans to grade in phases, the final grading plan shall demonstrate that the phased grading will be compatible with the overall grading and drainage plans.

During and after the grading of the project area, or any phase of the grading of the project, the subdivider shall provide for control of dust, erosion, conservation of top-soil, and stabilization of grades, as stated in the EIR, and as may be required by the City Engineer. Said provisions shall be identified on all improvements and grading permits.

For any grading that will be proposed on areas that may be exposed during winter months (rainy periods, from approximately September through April) the subdivider shall provide the City Engineer a plan establishing procedures to mitigate erosion or flood problems resulting from unprotected grading, or grading in progress, prior to issuance of a grading permit.

During construction and grading, the subdivider shall provide a stand-by crew available to respond upon call of the City Engineer to prevent erosion and flooding. The subdivider shall specify on the approved grading plans the

person responsible to organize or direct any activities resulting from drainage or rain related problems. Persons shall be available on a 24 hour basis.

The subdivider shall provide to the City Engineer a certification by a registered Civil Engineer that lot grading and drainage has been constructed in conformance with approved plans, to the satisfaction of the City Engineer, prior to acceptance of improvements by the City.

The subdivider shall revegetate all graded and disturbed soils as recommended in the EIR.

IV. LANDSCAPING

Landscaping consistent with the landscape plan prepared and approved by the City Planning Director as a condition of approval of SD-83-02 shall be installed by the subdivider as a part of the subdivision improvements for SD-82-01 along those portions of the public corridors adjacent to each parcel in SD-82-01.

V. STREET LIGHTS

The subdivider shall submit to the City Engineer and P.G. and E. for approval a street lighting plan concurrently with the submittal of street improvement plans. The street lighting plans shall provide for the installation of any street light electrical system.

Street lights shall be installed as part of the subdivision improvements for SD-82-01. At the time said lights are energized, the subdivider shall pay to City the

37.

total cost of services and electrical energy charges estimated to be incurred by City for said lights until such time as the City will receive the next annual assessment through the existing Street Light Maintenance District for such lights. Any amount paid in advance shall not be assessed against the property.

VI. NEIGHBORHOOD PARK SITE AND PARK FEES

Park fees shall be paid pursuant to Rocklin Municipal Code §16.28.040 et seq. on SD-82-01 and/or on each use permit for parcels created by SD-82-01 without credit for land dedicated.

Park fees for the single family lots within units K, L, M and N of SD-82-01 shall be in the amount of \$581 per lot. Said fees shall be payable at the time a final map is recorded for SD-82-01 for these units.

Park fees for all remaining parcels of SD-82-01 shall be in the amount established by resolution of the City Council in effect at the time a tentative subdivision map or conditional use permit is approved for these parcels. Where a parcel is further subdivided, the fee shall be imposed and shall be payable as provided in Rocklin Municipal Code section 16.28.040 et seq. as said provisions now read or as they may hereafter be amended. Where the parcel is not further subdivided, the fee shall be imposed and shall be payable as provided in Rocklin Municipal Code section 17.71.010 et seq. as said provisions now read or they may hereafter be amended.

VII. SCHOOLS

School fees under Rocklin Municipal Code section 15.24.010 et seq. shall be paid on the single family lots comprising units K, L, M and N of SD-82-01. Said fees shall be paid at the time building permits are issued for these lots.

The necessity for payment and the amount of school fees on all remaining parcels (B, E, H and I) of SD-82-01 shall be determined at the time a tentative subdivision map or conditional use permit is approved for each such parcel.

VIII. WATER SYSTEM

The subdivider shall install to City standards water lines and fire appliances, to the satisfaction of the Fire Chief, to provide adeuqate fire flow by two points of supply to any point in the system. Said improvements shall be secured and constructed as part of the subdivision improvements for all or any portion or phase of SD-82-01.

IX. PHASING

The subdivider shall prepare for recording and the City shall record the final map for SD-83-02 prior to the recording of a final map for all or any portion or phase of SD-82-01.

The final map for Parcels M or N on SD-82-01 shall not be recorded prior to the recording of the final map for Parcel L.

At the time of filing a final map for all or any portion or phase of SD-82-01 or the issuance of a specific plan use permit, each respective parcel may be required to install off-site improvements on adjacent parcels within the project area, which are determined to be necessary by the City, in order to provide for adequate drainage, fire flows, sewer and site grading, to the extent needed to assure that the parcel being developed can be constructed with adequate service levels required by the City.

The tentative maps for SD-82-01 between Phases N and L, shall be amended to eliminate the line from lots 357/536 to lots 376/508, and establish new lines from lots 387/387 through 367/368, through 362/361, through lots 356/367.

X. OPEN SPACE

Upon approval of a final map for Parcels M, N, K, and L of SD-82-01 the subdivider shall cause to be executed with the City a protective Open Space Easement on slope areas exceeding 20% along the "bluffs" within each parcel. The form of easement shall be provided by the City.

XI. FISCAL ANALYSIS

A. Fiscal Impact Mitigation

At the time of application for any tentative map or specific plan use permit on any parcel created by the final map for SD-82-01, the City shall prepare a fiscal impact analysis applicable at that time. The basis of the analysis shall be the "Fiscal Impact Analysis" dated April 28, 1982, and prepared for the project. The analysis

shall be updated at each phase of development, utilizing the City of Rocklin's general fund budget expenditures and general fund revenue sources applicable during the fiscal year in which each phase of development is proposed.

The subdivider shall pay to the City the fiscal impact mitigation fee as determined in the above paragraph at the time of recordation of any final subdivision map or issuance of any building permit, whichever comes first, on any parcel created by the final map for SD-82-01. The fee shall be per dwelling unit, and shall not be increased more than 50% from the \$84.00 per dwelling unit established in the "Fiscal Impact Analysis" for the project.

B. Fire Service

Prior to recording of a final subdivision map for all or any portion or phase of SD-82-01 the subdivider shall meet and work with City to cause the establishment of an assessment district pursuant to Government Code section 53311 et seq. or other permanent financing mechanism acceptable to City to fund the on-going operation and maintenance, exclusive of administration costs, for the fire station to be constructed on Parcel "J".

The subdivider shall provide professional services to the City as is necessary to initiate an assessment district or other financing mechanism.

Failure of the district or other financing mechanism to provide adequate revenues for fire service for the project area may result in negative fiscal impacts on the City of Rocklin. The City, therefore, reserves the right to deny future land use entitlements both within and

outside of the project area in light of fiscal impacts, as stated in the fiscal analysis.

XII. SPECIFIC PLAN USE PERMIT; MISCELLANEOUS

- A. General Plan Amendment maps, General Development Plan maps, and other associated maps shall all be amended as necessary to be consistent with various map revisions, as specified in Sections I through XVI of this report.
- B. The subdivider shall apply for and receive approval of a Specific Plan Use Permit in accordance with Section 17.06.100 of the Rocklin Municipal Code for development of Parcels A, B, C, D, E, F, H, I, K, L, M, and N of SD-82-01, prior to the issuance of any building permit on each respective phase.
- C. Approval of SD-82-01 is conditioned on standard subdivision improvements in addition to those specified herein; and approval of GPA-82-03, Rezoning Z-82-02 including the General Development Plan PD(G) 82-01 and the Development Agreement for the project.
- D. Concurrently with recordation of final maps for SD-82-01, the lands covered by each said final map shall be released from the restrictions of that certain agreement dated December 17, 1979 by and between the City of Rocklin and Whitney Farms Investment Co., Inc. pertaining to the annexation and development of that certain property commonly known as Rocklin West.

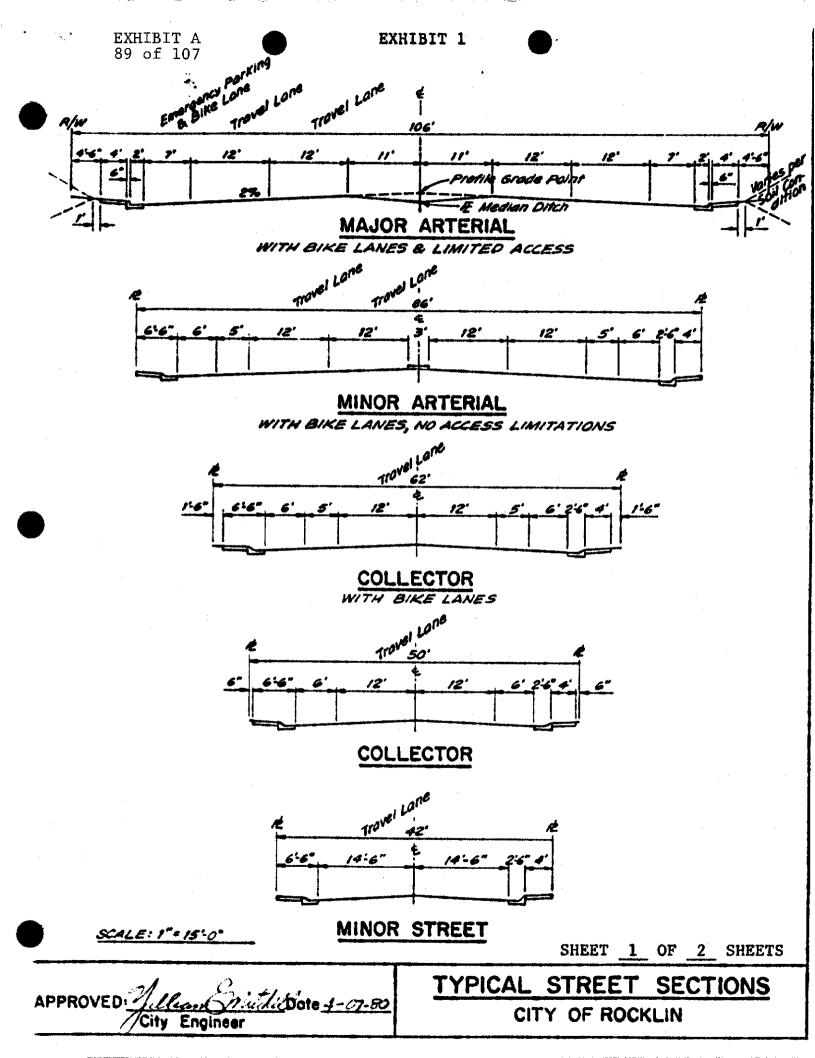
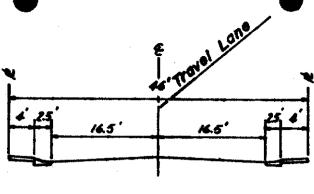


EXHIBIT A 90 of 107



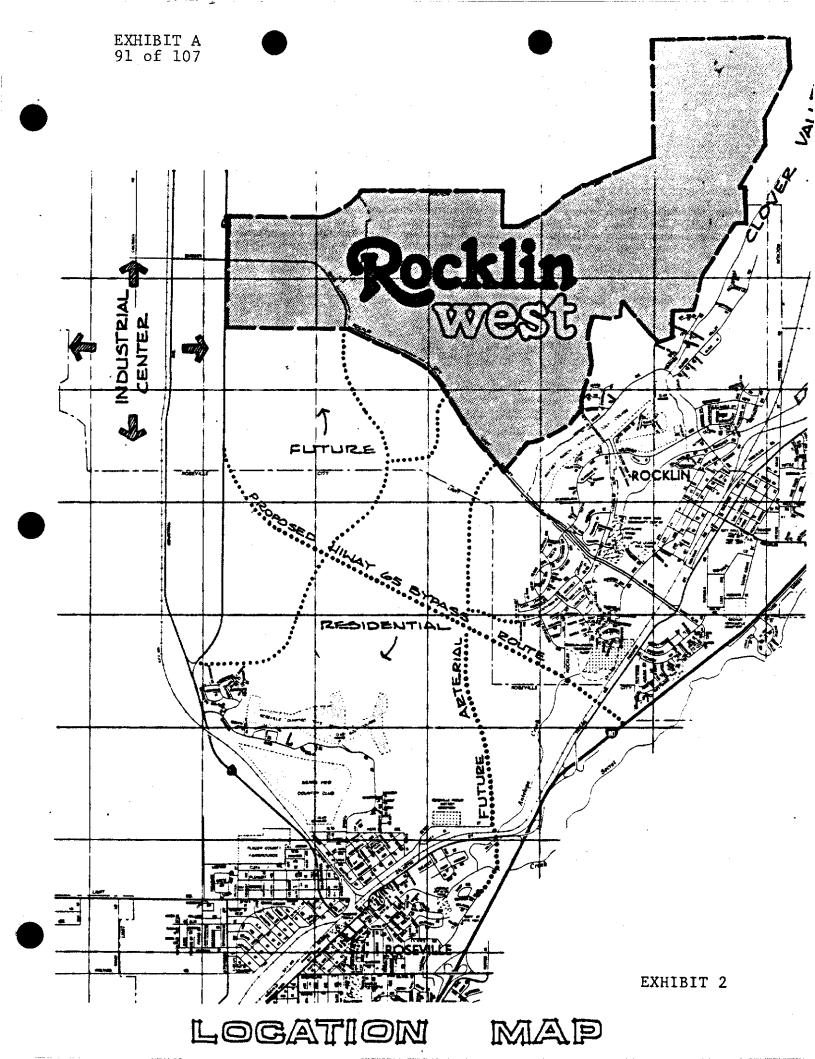
LOCAL STREET

SCALE: |"= 15"

SHEET 2 OF 2 SHEETS

APPROVED: Hiller Smithled 1-80

TYPICAL STREET SECTIONS
CITY OF ROCKLIN



RESOLUTION NO. 85-20

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING MODIFICATIONS TO THE TENTATIVE SUBDIVISION MAP SD-82-01 APPROVED BY RESOLUTION 83-119 (ROCKLIN WEST AREA A-1 SUBDIVISON RENAMED THE STANFORD RANCH AREA A-1 SUBDIVISION)

WHEREAS, the City Council of the City of Rocklin has considered the effect of the approval of this modification on the housing needs of the region and balanced those needs against the public service needs of its residents, and available fiscal and environmental resources:

THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES RESOLVE AS FOLLOWS:

Section 1. That an Environmental Impact Report has been certified and a Statement of Overriding Considerations has been adopted on the project.

Section 2. The City Council finds and determines that:

- 1. The proposed subdivision, as modified, together with the provisions for its design and improvement, is consistent with the General Plan for the City of Rocklin.
- 2. The site is physically suitable for the proposed type and density of development.
- 3. The proposed subdivision, as modified, would be appropriate in the zoning classification specified.
- 4. The design of the subdivision, as modified, and the type of improvements will not cause serious substantial environmental damage or substantial injury to fish or wildlife or their habitat, or cause public health problems.
- 5. The design of the subdivision, as modified, provides, to the extent feasible, for future passive or natural heating or cooling opportunities.

- The design of the subdivision, as modified, and the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property in the subdivision.
- The minutes of the deliberations of the Planning Commission and the City Council and all oral and documentary evidence presented at the hearings on the modifications shall be considered as part of these findings.

Section 3. The Tentative Subdivision Map SD-82-01, as originally approved by Resolution 83-119, is hereby modified as follows:

- The name of the subdivision is hereby changed from Rocklin West Area A-1 to Stanford Ranch Area A-l.
- The conditions of approval of the tentative В. map are hereby amended to read as set forth in Exhibit A attached hereto and by this reference incorporated herein.
- The tentative subdivision map SD-82-01, as modified, is hereby approved as attached hereto as Exhibit B and by this reference incorporated herein.

PASSED AND ADOPTED this 21st day of January 1985, by the following roll call vote:

Huson, Hill, Linton AYES: COUNCIL MEMBERS:

COUNCIL MEMBERS: None NOES:

Dominguez / Ainsworth ABSENT: COUNCIL MEMBERS:

ATTEST:

-2-

EXHIBIT A CONDITIONS OF APPROVAL SD-82-01 - Tentative Map

For purposes of these conditions, the Stanford Ranch Area A-1 Project shall be referred to as "the project." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-82-01 shall be referred to as "SD-82-01." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-83-02 shall be referred to as "SD-83-02." "Subdivider" shall refer to the original subdivider and all successors in interest in title to the property or any portion thereof which is the subject of SD-82-01.

I. ROAD IMPROVEMENTS

A. General

- 1. All road improvements shall be constructed to conform to the typical street details as shown on SD-82-01.
- 2. All road improvement plans shall contain a traffic plan, including striping and other traffic control devices, such as stop signs and street name signs.
- 3. All intersections shall be designed with street widths sufficient to accommodate turning movements in accordance with the City's standard specifications.

- 4. The subdivider shall enter into a standard subdivision agreement with the City for the construction of all road improvements, including but not limited to those specifically called for herein.
- 5. Road improvements shall include all standard subdivision improvements. Road improvements shall include installation of all utilities and utility crossings, including television cables, in such a manner that the streets will not be cut or excavated for the future installation of utilities after the road has been completed.
- 6. Wherever a condition calls for the subdivider to provide security, said security shall be in the form of a surety bond, letter of credit, or other security device approved by the City Attorney.

B. Signalization

The subdivider shall contribute to the provision of signals at the following intersections in the manner set forth below:

Sunset Boulevard and Topaz Street Sunset and Whitney Boulevards Sunset Boulevard and Third Street Pacific Street and Woodside Drive

Traffic signalization fees shall be paid in accordance with Rocklin Municipal Code §3.16.110 et seq. on all building permits issued for the project. In addition, traffic warrants shall be reviewed by City staff with each future application for a tentative subdivision map, tentative parcel map or use permit within the project. If signalization is found to be necessary at any intersection identified above based on said review and using the

California Traffic Manual, the City shall cause the signal(s) to be installed. The signal(s) shall be installed using the funds in the City's Traffic Signalization Fund which are then not previously committed for signalizing other intersections for which signalization is warranted based on the California Traffic Manual and which were collected after the approval of the project. the event said funds are not sufficient to cover the cost at that time, the City may condition the approval of any application(s) for a development entitlement in the project area then pending or thereafter submitted on the advance payment of funds to the City in the amount necessary to construct the required signalization. The City shall enter into a written agreement with the payee(s) of said advanced funds to reimburse the payee(s) the amount advanced in the following manner: Beginning on July 1 following the payment of the advance, and on each July 1 thereafter until the full amount advanced is paid back, City shall reimburse the payee(s) annually in an amount equal to 80% of the total signalization fees collected from July 1 to June 30 of each preceding fiscal year on the issuance of all building permits for construction or other work within that area known as Stanford Ranch as shown on Exhibit 1, under Rocklin Municipal Code section 3.16.110 et seq. No interest shall accrue on the amount advanced. In the event more than one payee is involved, the 80% of the total fees collected shall be divided among the payees proportionately based on the amount paid by each.

C. Street Name Changes

Final street names not shown on SD-82-01 shall be submitted to the City Engineer for approval prior to filing a final map on SD-82-01.

D. Stanford Ranch Road

The tentative map for SD-82-01 shall be amended to include the additional right-of-way area for the proposed twelve (12) feet of landscaping on each side of Stanford Ranch Road, as shown on the general development plan.

E. Whitney Boulevard

Slope easements shall be dedicated to the City as shown on SD-82-01 and as required by the City Engineer.

F. Internal Streets thru Parcels K, L, M and N

1. The tentative map for SD-82-01 shall be amended to include 46 foot rights-of-way along the following street sections:

Hills Street, from Bluffs Drive to Little Bend Road

Little Bend Road from Stoney Road to Sandstone Court

Sandstone Court, from Little Bend Road to Stoney Road

Stonehaven Road, from Rimrock Road to Stoney Road

Miners Circle, from Cobblestone Drive to Outlook Drive

Outlook Drive, from Miners Circle to the northern limits of the subdivision

2. Construction of on-site improvements within all or any of the parcels in SD-82-01 shall be secured and constructed as a part of the subdivision improvements for that parcel.

3. Improvements shall include, but not be limited to, curbs, gutters, sidewalks, and street lights. Structural sections shall be designed to a Traffic Index 5, but not less than the equivalent of two inch A.C. on four inches of A.B.

II. DRAINAGE

prior to filing the final map for all or any portion or phase of SD-82-01, subdivider shall design the drainage for the project to be compatible with the master drainage plan prepared as a condition of approval of SD-83-02.

In the event the master drainage plan shows additional areas contribute flow to the facilities required to be constructed in conjunction with the project, those facilities shall be designed to carry the additional flow, and the contributing area will be included in the master plan.

In the event the master drainage plan recommends diversion and concentration of run-off from the project area to adjacent properties, the subdivider shall secure the necessary flow and drainage easements. In addition, the subdivider shall install off-site improvements for accommodation of the project drainage as shown by the master plan.

The subdivider, at the time of the submittal of the final drainage plan for the project, shall provide the City all hydrological calculations required by the City Engineer to demonstrate that the drainage system will accommodate the project run-off, in accordance with the recommendations

of the approved master drainage plan, and in such a manner that the subdivisions and the streets will not flood or pond (except for designated retention areas). The total run-off shall be handled at pre-development levels, as recommended in the EIR.

The lots backing up to Whitney Boulevard shall drain to the greatest extent possible to Bluffs Drive, minimizing drainage on the slope easement along the bluffs along Whitney Boulevard and adjacent properties.

III. GRADING

Prior to filing a final map for all or any portion or phase of SD-82-01, and prior to the issuance of any grading permit for all or any portion of the project, the subdivider shall prepare and submit a general grading plan of the project area for the review and approval of the City Engineer. All grading shall be in conformance with the plan approved by the City Engineer and with City standards.

During and after the grading of the project area, or any phase of the grading of the project, the subdivider shall provide for control of dust, erosion, conservation of top-soil, and stabilization of grades, as stated in the EIR, and as may be required by the City Engineer. Said provisions shall be identified on all improvements and grading permits.

For any grading that will be proposed on areas that may be exposed during winter months (rainy periods, from approximately September through April) the subdivider shall provide the City Engineer a plan establishing procedures to mitigate erosion or flood problems resulting from

unprotected grading, or grading in progress, prior to issuance of a grading permit.

During construction and grading, the subdivider shall arrange for a person to be available to respond upon call of the City Engineer to prevent erosion and flooding. The subdivider shall specify on the approved grading plans the person responsible to organize or direct any activities resulting from drainage or rain related problems. The person shall be available on a 24 hour a day basis.

The subdivider shall provide to the City Engineer a certification by a registered Civil Engineer that lot grading and drainage has been constructed in conformance with approved plans, to the satisfaction of the City Engineer, prior to acceptance of improvements by the City.

The subdivider shall revegetate all graded and disturbed soils as recommended in the EIR.

IV. LANDSCAPING

Landscaping consistent with the landscape plan prepared and approved by the City Planning Director as a condition of approval of SD-83-02 shall be installed by the subdivider as a part of the subdivision improvements for SD-82-01 along those portions of the public corridors adjacent to each parcel in SD-82-01.

V. STREET LIGHTS

The subdivider shall submit to the City Engineer and P.G. and E. for approval a street lighting plan concurrently with the submittal of street improvement

plans. The street lighting plans shall provide for the installation of any street light electrical system.

Street lights shall be installed as part of the subdivision improvements for SD-82-01. At the time said lights are energized, the subdivider shall pay to City the total cost of services and electrical energy charges estimated to be incurred by City for said lights until such time as the City will receive the next annual assessment through the existing Street Light Maintenance District for such lights. Any amount paid in advance shall not be assessed against the property.

VI. NEIGHBORHOOD PARK SITE AND PARK FEES

Park fees shall be paid pursuant to Rocklin Municipal Code \$16.28.040 et seq. on SD-82-01 and/or on each use permit for parcels created by SD-82-01 without credit for land dedicated.

Park fees for the single family lots within units K, L, M and N of SD-82-01 shall be in the amount of \$581 per lot. Said fees shall be payable at the time a final map is recorded for SD-82-01 for these units.

park fees for all remaining parcels of SD-82-01 shall be in the amount established by resolution of the City Council in effect at the time a tentative subdivision map or conditional use permit is approved for these parcels. Where a parcel is further subdivided, the fee shall be imposed and shall be payable as provided in Rocklin Municipal Code section 16.28.040 et seq. as said provisions now read or as they may hereafter be amended. Where the parcel is not further subdivided, the fee shall be imposed

and shall be payable as provided in Rocklin Municipal Code section 17.71.010 et seq. as said provisions now read or they may hereafter be amended.

VII. SCHOOLS

School fees under Rocklin Municipal Code section 15.24.010 et seq. shall be paid on the single family lots comprising units K, L, M and N of SD-82-01. Said fees shall be paid at the time building permits are issued for these lots.

The necessity for payment and the amount of school fees on all remaining parcels (B, E, H and I) of SD-82-01 shall be determined at the time a tentative subdivision map or conditional use permit is approved for each such parcel.

VIII. WATER SYSTEM

The subdivider shall install to City standards water lines and fire appliances, to the satisfaction of the Fire Chief, to provide adeuqate fire flow by two points of supply to any point in the system. Said improvements shall be secured and constructed as part of the subdivision improvements for all or any portion or phase of SD-82-01.

IX. PHASING

The subdivider shall prepare for recording and the City shall record the final map for SD-83-02 prior to the recording of a final map for all or any portion or phase of SD-82-01.

The final map for Parcels M or N on SD-82-01 shall not be recorded prior to the recording of the final map for Parcel L.

At the time of filing a final map for all or any portion or phase of SD-82-01 or the issuance of a specific plan use permit, each respective parcel may be required to install off-site improvements on adjacent parcels within the project area, which are determined to be necessary by the City, in order to provide for adequate drainage, fire flows, sewer and site grading, to the extent needed to assure that the parcel being developed can be constructed with adequate service levels required by the City.

X. OPEN SPACE

Upon approval of a final map for Parcels M, N, K, and L of SD-82-01 the subdivider shall cause to be executed with the City a protective Open Space Easement on slope areas exceeding 20% along the "bluffs" within each parcel. The form of easement shall be provided by the City.

XI. FISCAL ANALYSIS

A. Fiscal Impact Mitigation

At the time of application for any tentative map or specific plan use permit on any parcel created by the final map for SD-82-01, the City shall prepare a fiscal impact analysis applicable at that time. The basis of the analysis shall be the "Fiscal Impact Analysis" dated April 28, 1983, and prepared for the project. The analysis shall be updated at each phase of development, utilizing the City of Rocklin's general fund budget expenditures and

general fund revenue sources applicable during the fiscal year in which each phase of development is proposed.

The subdivider shall pay to the City the fiscal impact mitigation fee as determined in the above paragraph at the time of recordation of any final subdivision map or issuance of any building permit, whichever comes first, on any parcel created by the final map for SD-82-01. The fee shall be per dwelling unit, and shall not be increased more than 50% from the \$84.00 per dwelling unit established in the "Fiscal Impact Analysis" for the project.

B. Fire Service

Prior to recording of a final subdivision map for all or any portion or phase of SD-82-01 the subdivider shall meet and work with City to cause the establishment of an assessment district pursuant to Government Code section 53311 et seq. or other permanent financing mechanism acceptable to City to fund the on-going operation and maintenance, exclusive of administration costs, for the fire station to be constructed on Parcel "J".

The subdivider shall provide professional services to the City as is necessary to initiate an assessment district or other financing mechanism.

Failure of the district or other financing mechanism to provide adequate revenues for fire service for the project area may result in negative fiscal impacts on the City of Rocklin. These negative impacts are detailed in the fiscal analysis contained in the project's EIR. The City reserves the right to deny or delay future land use entitlements for projects anywhere in the City, including the project area, in the event fiscal resources are

insufficient to meet the cost of providing fire services as identified in the EIR fiscal analysis.

XII. SPECIFIC PLAN USE PERMIT; MISCELLANEOUS

- A. General Plan Amendment maps, General Development Plan maps, and other associated maps shall all be amended as necessary to be consistent with various map revisions, as specified in Sections I through XI of this exhibit.
- B. The subdivider shall apply for and receive approval of a Specific Plan Use Permit in accordance with Section 17.60.100 of the Rocklin Municipal Code for development of Parcels A, B, C, D, E, F, H, I, K, L, M, and N of SD-82-01, prior to the issuance of any building permit on each respective phase.
- C. Approval of SD-82-01 is conditioned on standard subdivision improvements in addition to those specified herein and upon approval of GPA-82-03, Rezoning Z-82-02 including the General Development Plan PD(G) 82-01 and the Development Agreement for the Stanford Ranch Area A-1 Project.
- D. Concurrently with recordation of final maps for SD-82-01, the lands covered by each said final map shall be released from the restrictions of that certain agreement dated December 17, 1979 by and between the City of Rocklin and Whitney Farms Investment Co., Inc. pertaining to the annexation and development of that certain property commonly known as Rocklin West (now renamed Stanford Ranch).

Exhibits

Exhibit 1. Map of Stanford Ranch

EXHIBIT 1

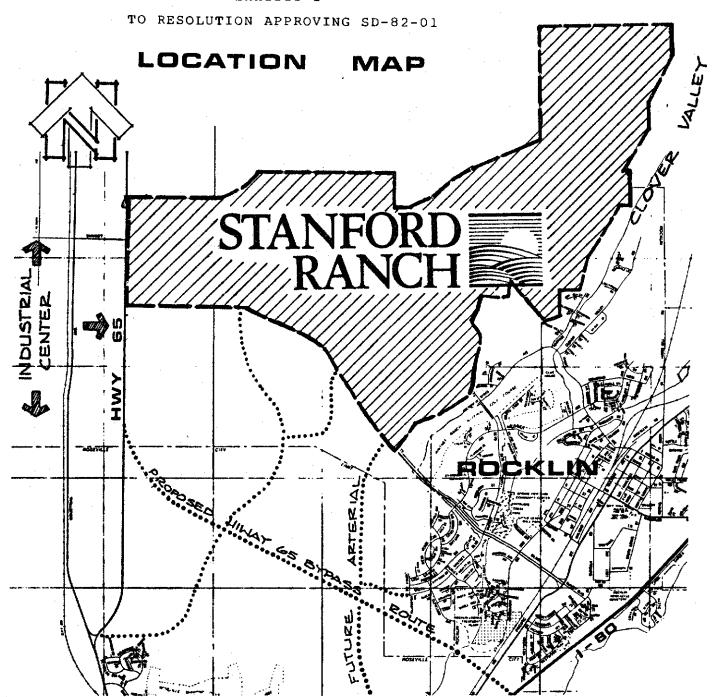


Exhibit B of Resolution No. 85-20 is Tentative Subdivision Map SD-82-01, Area A-1, Stanford Ranch.

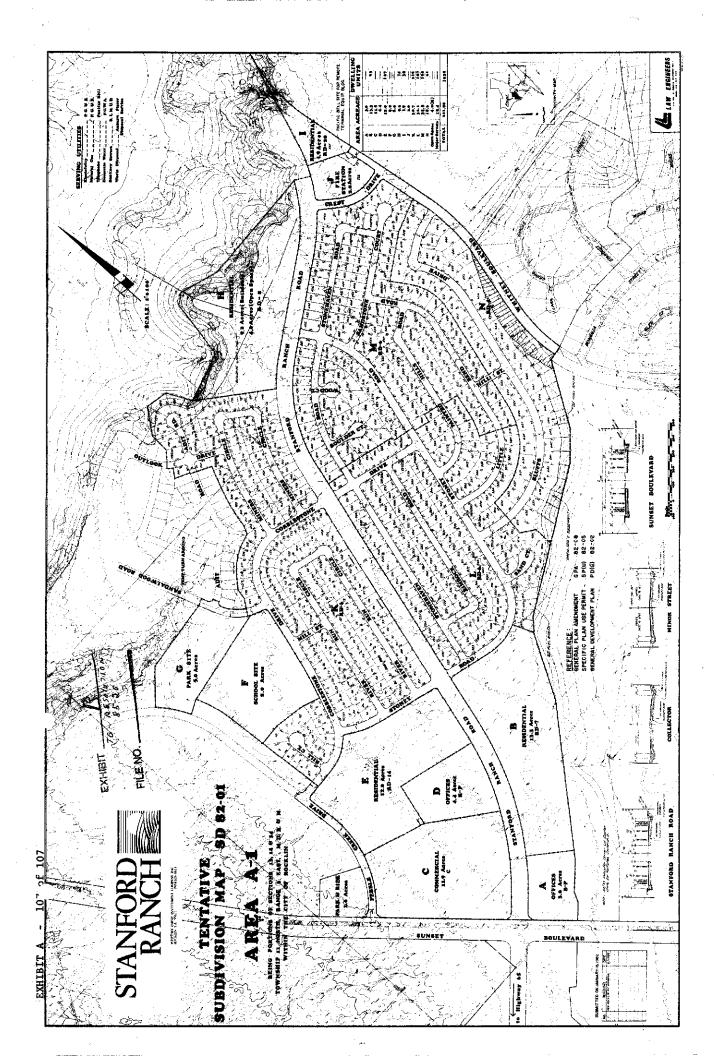


EXHIBIT B TO THE DEVELOPMENT AGREEMENT

(See the Ordinance Nos. 503, 515, and 527 approving and amending the Development Agreement.)

All of these documents are on file in the office of the City Clerk of the City of Rocklin.

First Reading 10-17-83Second Reading 11-7-83Effective Reading 12-7-83

ORDINANCE NO. 503

AN ORDINANCE OF THE CITY OF ROCKLIN APPROVING THE DEVELOPMENT AGREEMENT FOR THE ROCKLIN WEST A-1 AREA PROJECT

WHEREAS, the City Council of the City of Rocklin held a public hearing in accordance with Title 17, Section 17.92 of the City of Rocklin Municipal Code, to consider the Development Agreement for the Rocklin West A-1 Area Project:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN AS FOLLOWS:

Section 1. The City Council finds and determines that:

- 1. An Environmental Impact Report has been certified and a statement of overriding considerations has been adopted on the project.
- 2. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended for the Rocklin West A-1 Area Project.
- 3. The Development Agreement is consistent with the objectives, policies, general land uses and regulations specified in the General Development Plan for the Rocklin West A-1 Area Project.
- 4. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use zone(s) in which the real property is located.
- 5. The Development Agreement is in conformity with the public health, safety, and general welfare, and with good land use practices.
- 6. The Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the

general neighborhood, nor to the general welfare of the residents of the City as a whole.

- 7. The Development Agreement will encourage and promote the development of a range of attached and detached housing units in locations that encourage mixed owner-occupied and non-owner occupied housing, in accordance with the goals and policies of the City's Housing Element.
- 8. The Development Agreement is consistent with Section 65864 of the Government Code, in that the Development Agreement provides for certainty in the project approval process. This certainty has the potential to reduce waste of resources and the escalation of the cost of housing and encourage investment and maximum efficiency of utility resources. In addition, the Development Agreement will assure the developer under which conditions he may proceed with the project.

Section 2. The Development Agreement for the Rocklin West $\overline{A-1}$ Area Project is hereby approved, subject to the following conditions:

- 1. That the Development Agreement be subject to the approval of:
 - A. CPA-82-03: The General Plan Amendment for the Rocklin West A-1 Area Project.
 - B. Z-82-02: Rezoning and the adoption of the General Development Plan for the Rocklin West A-1 Area Project.
 - C. SD-83-02 and SD-82-01: Tentative Subdivision Maps for the Rocklin West A-1 Area Project.

Section 3. Within fifteen (15) days after passage of this Ordinance, copies shall be posted in three public places within the City of Rocklin.

PASSED AND ADOPTED this 7th day of November 1983, by the following roll call vote:

AYES:

Councilmembers: Hill, Huson, Dominguez, Wofford

NOES:

Councilmembers:

Linton

ABSENT:

Councilmembers:

None

ATTEST:

First Reading 2-6-84
Second Reading 2-21-84
Effective Date 3-21-84

ORDINANCE NO. 515

AN ORDINANCE OF THE CITY OF ROCKLIN MODIFYING THE DEVELOPMENT AGREEMENT FOR THE ROCKLIN WEST A-1 AREA PROJECT

WHEREAS, the City Council of the City of Rocklin held a public hearing in accordiance with Title 17, Section 17.92 of the City of Rocklin Municipal Code, to consider the development agreement for the Rocklin West A-1 Area Project; and

WHEREAS, the parties agree that one the exhibits to the development agreement as approved by Ordinance No. 503, effective December 7, 1983 did not correctly reflect the intent of the parties;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN AS FOLLOWS:

Section 1. Exhibit E to the development agreeement for the Rocklin West A-1 Area Project as approved by Ordinance 503 is hereby modified so that section IV.C. reads as follows:

"C. Performance Security. Prior to recording the final map for SD 83-02, Developer shall furnish to City security to ensure the performance of its obligations under this condition IV. Such security shall be in an amount and in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or instrument of credit issued by a banking institution subject to regulation by the state or federal government, a cash deposit, made either directly with the City, or deposited with a recognized escrow agent for the benefit of the City, or any other form of security, including security interests in real property.

The performance security shall be irrevocable, shall not be limited as to time and shall provide that it shall be released, in whole or in part, only upon the payment to the City of the funds required by this condition IV.

thereby causing page 7 of Exhibit E to read in its entirety as set forth in Exhibit A to this Ordinance.

Section 2. Within fifteen (15) days after passage of this Ordinance, copies shall be posted in three public places within the City of Rocklin.

PASSED AND ADOPTED this 21st day of February 1984, by the following roll call vote:

AYES:

Councilmembers: Hill, Dominguez, Huson, Wofford, Linton

NOES:

Councilmembers:

None

ABSENT:

Councilmembers:

None

ATTEST:

EXHIBIT A

be made at the time a building permit for the 700th dwelling unit in the A-1 Project is issued.

B. Fire Equipment. City shall purchase a rescuesalvage truck upon completion of Phase 1 of the fire station, or sooner, as City deems appropriate.

Developer shall pay to City \$80,000 adjusted by the increase, if any, in the Consumer Price Index (California Bay Area Cities) from July 1, 1983 to the date on which the money is paid to the City. Payment shall be made at the time a building permit for the 700th dwelling unit in the project is issued.

C. Performance Security. Prior to recording the final map for SD-83-02, Developer shall furnish to City security to ensure the performance of its obligations under this condition IV. Such security shall be in an amount and in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or instrument of credit issued by a banking institution subject to regulation by the state or federal government, a cash deposit, made either directly with the City, or deposited with a recognized escrow agent for the benefit of the City, or any other form of security, including security interests in real property.

The performance security shall be irrevocable, shall not be limited as to time and shall provide that it shall be released, in whole or in part, only upon the payment to the City of the funds required by this condition IV.

D. Reimbursement. City shall reimburse Developer an amount of money equal to the funds advanced by Developer as the subdivider for condition X of SD-83-02 and under this agreement for architectural and engineering service, the construction of the fire station, excluding the site dedication, and the purchase of the rescue-salvage truck. City shall also reimburse Developer

ORDINANCE NO. 527

AN ORDINANCE OF THE CITY OF ROCKLIN AMENDING ORDINANCE NO. 503 RELATING TO THE DEVELOPMENT AGREEMENT FOR THE ROCKLIN WEST AREA A-1 PROJECT, RENAMED THE STANFORD RANCH AREA A-1 PROJECT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN AS FOLLOWS:

Findings. Section 1.

The City Council of the City of Rocklin adopted Ordinance No. 503 approving a development agreement for the Rocklin West Area A-1 project. Since the adoption of Ordinance No. 503, the project has been renamed and the parties to the development agreement have mutually agreed to amend certain conditions of approval of the project contained in the agreement. The City Council finds and determines that the findings contained in Ordinance No. 503 are not affected by and apply equally to the proposed amend-The City Council has held a public hearing in accordance with Title 17, Chapter 17.92 of the Rocklin Municipal Code to consider the amendments to the development agreement.

Ordinance No. 503 approving the devel-Section 2. opment agreement for the Rocklin West Area A-1 project is hereby amended to recognize the change in name to the Stanford Ranch Area A-1 project and to read as set forth in Exhibit 1 to this ordinance, attached hereto and by this reference incorporated herein.

PASSED AND ADOPTED this 4th day of February 1985, by the following roll call vote:

AYES:

COUNCIL MEMBERS:

Hill, Linton, Dominguez

NOES:

COUNCIL MEMBERS: None

ABSENT:

COUNCIL MEMBERS:

Huson

ABSTAINED: COUNCIL MEMBERS:

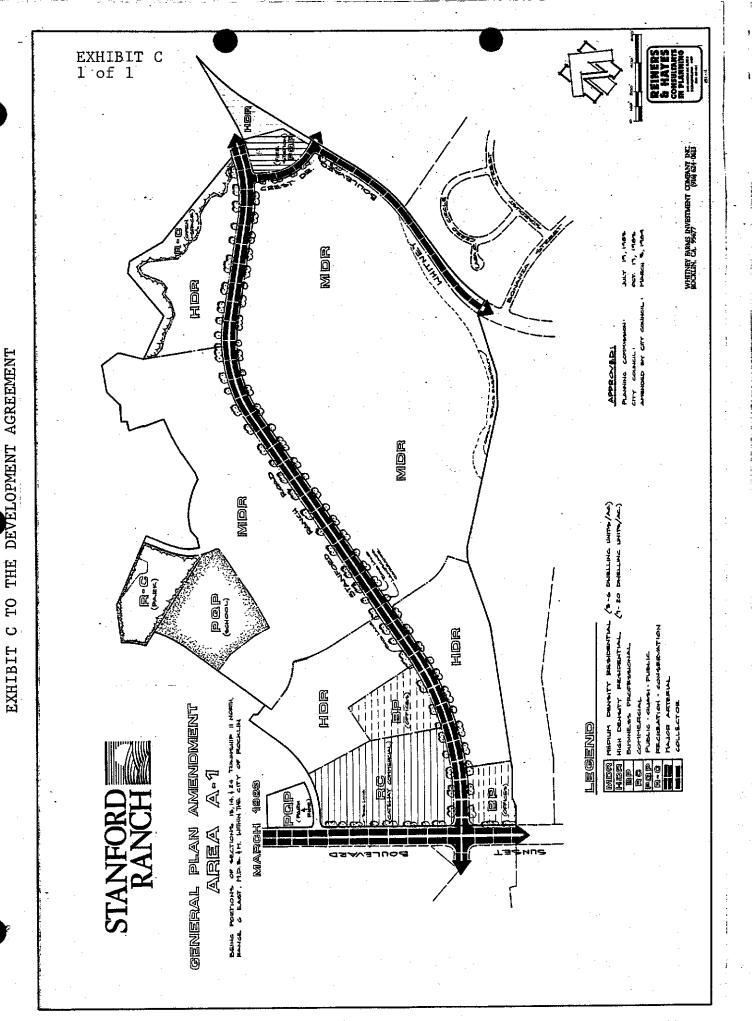
Ainswór

ATTEST:

City Clerk

First Reading: 1-21-85

Second Reading: 2-4-85 Effective Date:



LEGAL DESCRIPTION

STANFORD RANCH AREA A-1

All that portion of Section 13, 14 and 24, Township 11 North, Range 6 East, M.D.B.& ., County of Placer, State of California, described as follows:

Beginning at the Northwest corner of Lot #1 of Sunset Country Club Unit No. 3 as recorded in Book "G" of Maps, Page 56, Placer County Official Records; thence

- 1. South 82°10'05" West 106.00 feet; thence
- 2. South 32°10'05" West 448.00 feet; thence
- 3. South 47°40'05" West 225.00 feet; thence
- 4. South 61°40'05" West 1004.00 feet; thence
- 5. South 45°10'05" West 113.00 feet; thence
- 6. South 30°10'05" West 440.00 feet; thence
- 7. South 41°10'05" West 1033.00 feet; thence
- 8. South 49°00'21" West 208.00 feet; thence
- 9. South 28°00'21" West 63.00 feet; thence
- 10. South 49°00'21" West 123.08 feet to a point in the Northeasterly right of way line of Sunset Boulevard, a 134.00 foot right of way granted to the County of Placer in Book 1073 of Official Records at Page 571; thence
- 11. North 40°59'50" West 1625.00 feet along said right of way line; thence
- 12. North 49°00'10" East 250.03 feet; thence
- 13. South 67°46'00" East 249.39 feet; thence
- 14. Along the arc of a curve to the left, having a central angle of 25°50'00", a radius of 675.00 feet and a chord bearing North 09°19'00" East 301.77 feet; thence
- 15. North 03°36'00" West 268.72 feet; thence
- 16. North 86°24'00" East 50.00 feet; thence
- 17. Along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing South 48°36'00" East 35.36 feet; thence
- 18. North 86°24'00" East 75.00 feet; thence
- 19. North 03°36'00" West 645.00 feet; thence
- 20. Along the arc of a curve to the left having a central angle of 17°42'40", a radius of 825.00 feet and a chord bearing North 12°27'20" West 254.01 feet; thence
- 21. South 68°41'20" West 100.00 feet; thence
- 22. Along the arc of a curve to the left having a central angle of 18°09'20", a radius of 725.00 feet and a chord bearing North 30°23'20" West 228.77 feet; thence
- 23. North 50°32'00" East 260.00 feet; thence
- 24. North 81°52'24" East 468.12 feet; thence
- 25. North 72°00'00" East 50.00 feet; thence
- 26. South 18°00'00" East 34.81 feet; thence

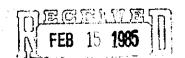




Exhibit D - Page 2 LEGAL DESCRIPTION STANFORD RANCH AREA A-1

2/14/85 Job 672

- 27. Along the arc of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing South 63°00'00" East 35.36 feet; thence
- South 18°00'00" East 42.00 feet; thence 28.
- 29. Along the arc of a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet and a chord bearing South 27°00'00" West 35.36 feet; thence
- 30. Along the arc of a curve to the left having a central angle of 32°55'00", a radius of 258.18 feet and a chord bearing South 34°27'30" East 146.29 feet; thence
- North 39°05'00" East 63.02 feet; thence 31.
- North 31°37'30" East 68.30 feet; thence 32.
- North 36°46'19" East 67.76 feet; thence 33.
- 34. North 45°54'58" East 67.75 feet; thence
- North 55°03'34" East 67.76 feet; thence 35.
- North 64°12'12" East 67.75 feet; thence 36.
- North 73°20'52" East 67.75 feet; thence 37.
- North 61°15'14" East 32.46 feet; thence 38.
- North 16°03'52" East 166.53 feet; thence 39.
- 40.
- North 17°58'28" East 58.71 feet; thence 41.
- North 20°08'36" East 58.71 feet; thence North 22°18'44" East 58.71 feet; thence 42.
- North 24°28'52" East 58.71 feet; thence 43.
- North 26°39'00" East 58.70 feet; thence 44.
- 45.
- North 23°39'00" East 27.70 feet; thence North 61°14'48" West 99.78 feet; thence 46.
- North 50°58'23" West 42.67 feet; thence 47.
- North 60°59'22" West 100.00 feet; thence 48.
- North 33°51'40" East 65.12 feet; thence 49.
- 50. North 18°40'44" East 47.96 feet; thence
- North 36°27'36" East 79.35 feet; thence 51.
- North 06°00'00" West 139.24 feet; thence 52.
- North 48°00'00" East 197.28 feet; thence 53.
- 54.
- South 81°00'00" East 139.56 feet; thence South 23°00'40" East 184.86 feet; thence 55.
- North 75°00'00" East 325.00 feet; thence 56.
- 57. North 10°00'00" East 380.00 feet; thence
- North 55°00'00" East 90.00 feet; thence 58.
- South 71°00'00" East 265.00 feet; thence 59.
- 60. North 87°25'50" East 745.59 feet; thence
- 61. South 58°49'30" East 130.00 feet; thence
- Along the arc of a curve to the left having a central angle of 62. 10°18'09", a radius of 1065.00 feet and a chord bearing North 26°01'26" East 191.24 feet; thence
- North 20°52'21" East 535.81 feet to a point on the Westerly line 63. of Parcels A & B as per map recorded in Book 11 of Parcel Maps at Page 103, Placer County Official Records; thence Southerly along the Westerly line of said Parcels A & B the following 5 courses:

Exhibit D - Page 3
LEGAL DESCRIPTION
STANFORD RANCH AREA A-1

2/14/85 Job 672

- 64. Southerly along the arc of a curve to the left having a central angle of 21°10'18", a radius of 1147.00 feet and a chord bearing South 01°59'30" West 421.43 feet; thence
- 65. South 08°35'39" East 904.06 feet; thence
- 66. Southerly along the arc of a curve to the right having a central angle of 22°36'00", a radius of 1253.00 feet and a chord bearing South 02°42'21" West 491.04 feet; thence
- 67. South 14°00'21" West 417.29 feet; thence
- 68 Southerly along the arc of a curve to the left having a central angle of 21°50'16", a radius of 947.00 feet and a chord bearing South 03°05'13" West 358.76 feet, to the point of beginning.



EXHIBIT E

CONDITIONS OF APPROVAL STANFORD RANCH AREA A-1 (DEVELOPMENT AGREEMENT)

For purposes of these conditions, the Stanford Ranch Area A-l Project shall be referred to as "the project." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-82-01 shall be referred to as "SD-82-01." The tentative subdivision map and the subdivision to which it refers filed with the City as SD-83-02 shall be referred to as and "SD-83-02."

I. DEVELOPMENT OF NEIGHBORHOOD PARK SITE

Developer shall dedicate Parcel G as shown on SD-83-02 to the City for park purposes at the time of filing the final map for SD-83-02. At the time of dedication Parcel G shall be free and clear of all encumbrances. In addition, park fees shall be paid pursuant to Rocklin Municipal Code section 16.28.040 et seq. for each residential subdivision map or use permit in the project without credit for the land dedicated.

The City shall commence development of the park upon the issuance of the building permit for the 400th dwelling unit as consideration for payment of fees and the dedication of land. City shall set aside and use the park fees collected from the first 400 units to develop the park. City shall develop the park to the minimum standards and improvements set forth in that portion of the City's General Plan known as "Open Space for Outdoor Recreation" and dated October 1981.

Developer shall provide water and sewer service to the site prior to the issuance of a building permit for the 400th dwelling unit in the project.

Prior to recording the final map for SD-83-02, Developer shall furnish to City security to ensure performance of this obligation. Such security shall be in an amount and in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or instrument of credit issued by a banking institution subject to regulation by the state or federal government, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. The performance security shall be irrevocable, shall not be limited as to time and shall provide that it shall be released, in whole or in part, only upon approval of the City Manager.

II. SCHOOLS

- A. Prior to filing the final map for SD-83-02, Developer shall offer in good faith to enter into an agreement with the Rocklin Elementary School District, which offer shall have provisions to the effect of the following:
 - 1. School Site. Developer shall grant to the district for school purposes an option to purchase Parcel F as shown on SD-83-02 and SD-82-01 for fair market value for a term of fifteen (15) years. In addition, Developer shall agree that if during the

fifteen-year option term the district decides to construct permanent or interim school faciliites on Parcel F at a time when it is unable to purchase the property, Developer shall enter into a lease option agreement with the district so that construction can take place. The terms of the lease option shall be that the district shall pay \$1.00 a year rent until such time that it can acquire the property for its fair market value. District shall agree to use its reasonable best efforts to exercise the option and acquire the property from Developer and to develop and construct school buildings and facilities required to serve the students residing in the project area.

- 2. School Fees Under Rocklin Municipal Code
 15.24.010. Developer shall agree that fees paid under
 Rocklin Municipal Code section 15.24.010 for residential units constructed in the project area shall not
 be limited to the provision of interim school facilities but may be used as district deems appropriate to
 provide school facilities to students residing in the
 project area.
- and adopt a comprehensive educational facilities plan within 120 days after the tentative map for SD-83-02 is approved in accordance with master plan guidelines promulgated by the California Department of Education. The plan shall at a minimum identify all existing facilities, all facilities anticipated to be needed to serve pupils projected from development of all undeveloped residentially designated property in the City, a time table for construction of facilities, and a detailed plan on how the district will use permanent and interim facilities to serve the expected

student population over time. Developer shall agree to contribute one-half, up to the amount of \$5,000, of the cost of preparing the plan, to the school district.

4. <u>Pupil Generation Survey</u>. The district shall review and revise where appropriate the pupil generation rates for single family, duplex, apartment, townhouse and mobile home dwelling units within the City using generally accepted demographic techniques not less than once every three (3) years.

5. Permanent School Facilities.

- Using the updated master plan and pupil generation surveys, district shall agree to conduct a comprehensive study of and make all reasonable and feasible efforts to utilize all funding sources and methods for the financing of school sites and permanent school facilities for the district as a whole, including but not limited to (a) funds available under the State School Building Lease/Purchase Law of 1976 (Ed. Code §17700 et seq.); (b) establishment of a community facilities district to provide school sites, buildings, and facilities pursuant to Chapter 2.5 (commencing with section 53311) of Part 1 of Division 2 of Title 5 of the Government Code: (c) utilization of the financing methods provided in Education Code section 39327.
- (b) After the district has completed the master plan, pupil generation surveys, and the study described above, the district shall conduct a public hearing to determine whether it will be

able to serve, through the use of interim and permanent school facilities, students expected to reside within the City of Rocklin over time according to adopted school district standards. The determination shall be based on findings of fact, which findings shall clearly explain the district's method of analyzing facts, regulations, policies, and the funding sources and methods identified in the study, and the ration- ale for making the decision based on the facts involved.

- (c) If, as a result of the public hearing, the district determines it will not be able to serve the expected pupil population in the City of Rocklin in a timely manner, the district shall:
 - (i) develop a method of determining and quantifying the school facilities' need created by each residential unit existing or expected to be built in the City of Rocklin which cannot be met by the district, and
 - (ii) develop a method for meeting this need which can be made a part of the land use controls or other police power authority of the City of Rocklin.

The district shall forward this information to the City of Rocklin with the findings adopted under (b) above and request that the City adopt the proposed method of meeting the need for school facilities and incorporate it into the land use or other police power regulations of the City.

- (d) Developer shall agree that the development of the project area shall be subject to any ordinance, rule, regulation, or policy adopted by the City, if any, in response to a request made by the school district under this agreement, to the same extent and in the same manner as all other residential developers in the City who are at the same stage of project approval at the time the City Council takes action on the school district's proposed method of meeting the need for school facilities.
- 6. The agreement shall contain a standard severability clause and shall be made to run with the land.
- 7. The above provisions may be modified as mutually agreed by the parties to the agreement, and the agreement may contain any other term mutually agreed upon by the parties.
- B. Developer shall offer to enter into the agreement attached hereto with the Roseville Joint Union High School District.

III. HOUSING

Notwithstanding any provision of this agreement to the contrary, the City reserves the right to apply to the project and any and all phases or portion thereof any ordinances, regulations or policies which may hereinafter be adopted and implemented to carry out or in any manner assist in the implementation of the Housing Element of the City's General Plan.

IV. FIRE STATION AND EQUIPMENT; REIMBURSEMENT

Fire Station. Using the \$25,000 paid to City by A. condition on SD-83-02, the City shall cause to be prepared the design and bid and construction documents for construction of the fire station in two phases. Said fire station shall have the following minimum characteristics: engine room with capacity to house one pumping engine, one rescuesalvage truck, a grass truck and reserve bay, hose storage and drying area, tool storage and light maintenance area, secured storage, radio communications and related equipment, and living quarters and support facilities. design of the fire station shall be compatible with the approved elevations of the surrounding neighborhood. subdivider shall be given an opportunity to comment on the design. Phase I shall consist of the engine room, support facilities, and site improvements. Phase 2 shall consist of the balance of construction. The City shall call for sealed bids and award a contract to the lowest responsible bidder for the construction of Phase 1 at the time a building permit is issued for the 700th dwelling unit in the project.

Developer shall pay to City \$250,000 adjusted by the increase, if any, in the Construction Price Index from July 1, 1983 to the date in which the money is paid to the City, for the construction costs of Phase 1 of the fire station. Payment shall be made at the time a building permit for the 700th dwelling unit in the project is issued.

B. <u>Fire Equipment</u>. City shall purchase a rescuesalvage truck upon completion of Phase 1 of the fire station, or sooner, as City deems appropriate.

Developer shall pay to City \$80,000 adjusted by the increase, if any, in the Consumer Price Index (California Bay Area Cities) from July 1, 1983 to the date on which the money is paid to the City. Payment shall be made at the time a building permit for the 700th dwelling unit in the project is issued.

C. Performance Security. Prior to recording the final map for SD-83-02, Developer shall furnish to City security to ensure the performance of its obligations under this condition IV. Such security shall be in an amount and in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or instrument of credit issued by a banking institution subject to regulation by the state or federal government, or a cash deposit, made either directly with the City, or deposited with a recognized escrow agent for the benefit of the City, or any other form of security, including security interests in real property.

The performance security shall be irrevocable, shall not be limited as to time and shall provide that it shall be released, in whole or in part, only upon the payment to the City of the funds required by this condition IV.

D. Reimbursement. City shall reimburse Developer an amount of money equal to the funds advanced by Developer as the subdivider for condition IX of SD-83-02 and under this agreement for architectural and engineering services, the construction of the fire station, excluding the site dedication, and the purchase of the rescue-salvage truck. City shall also reimburse Developer for the fire truck and equipment delivered to City by Developer under that certain agreement dated November 16, 1981 and approved by the City

Council by Resolution 81-106, and for the rescue salvage truck acquired by City under that certain agreement dated February 22, 1983 and approved by the City Council by Resolution 83-16. City shall reimburse Developer in the amounts and in the manner set forth below.

1. City shall reimburse Developer \$40,044.50 for funds advanced for architectural and engineering services for the fire station (\$25,000) and the rescue-salvage truck acquired by City under the February 22, 1983 agreement (\$15,044.50). Reimbursement shall be made from the revenues of the capital expenditure tax collected by City on the issuance of building permits as follows:

Beginning July 1st of the fiscal year following the issuance of the first building permit for a dwelling unit in the project area, and each July 1st thereafter until reimbursement is complete, City shall pay to Developer an amount equal to 50% of the revenues collected under Rocklin Municipal Code section 3.16.010 through 3.16.060 on the issuance of all building permits for construction within the area known as Standford Ranch, as shown on the map attached hereto, but excluding therefrom that portion of the revenues collected and encumbered that fiscal year for debt service or lease payments.

Reimbursement for the City's acquisition of the rescue salvage truck under this agreement shall supersede all obligations of City to grant Whitney Farms Investment Company, Inc. credit under the February 22, 1983 agreement.

2. City shall reimburse Developer the funds advanced for construction of the fire station and purchase of the new rescue-salvage truck and for the delivery of the fire truck and equipment under the November 16, 1981 agreement. City shall reimburse Developer the amount actually advanced for the fire station and the new rescue-salvage truck. City shall reimburse Developer \$130,000 for the fire truck and equipment. Reimbursement shall be made from the revenues of the capital expenditures tax collected by City on the issuance of building permits as follows:

Beginning July 1st of the fiscal year following issuance of the building permit for the 700th dwelling unit in the project area, and each July 1st thereafter until reimbursement is complete, City shall pay to Developer an amount equal to 50% of the revenues collected under Rocklin Municipal Code section 3.16.010 through 3.16.060 on the issuance of all building permits for construction within that area known as Stanford Ranch, as shown on the map attached hereto, but excluding therefrom that portion of the funds collected and encumbered that fiscal year for debt service or lease payments.

V. PARK AND RIDE LOT

Upon recordation of SD-83-02 Developer shall dedicate to City in fee simple the two acre parcel located at the northeast corner of Sunset Boulevard and Pebble Creek Drive.

Upon request of City, Developer shall design and improve the parcel to City specifications for use as a park

and ride lot or shall pay to City the cost thereof, at the option of City. The Developer shall submit an estimate of the cost of construction to the City Engineer for approval. The design of the park and ride lot shall include, but need not be limited to, A.C. paving, striping, identification signs, and landscaping.

The City's request shall be made at the time application is made for a building permit for the 650th dwelling unit or upon the expiration of five years after recordation of the final subdivision map for SD-83-02, whichever occurs first. If the request is made at the time of application for the building permit for the 650th dwelling unit, the design and improvement shall be completed prior to the time the City issues the building permit for the 700th dwelling unit. If the City requests payment of the cost of construction, the City shall improve the parcel or another parcel as a park and ride lot to serve the Stanford Ranch area no later than the issuance of a building permit for the 700th dwelling unit in the project area, unless the land and the payment of the costs are returned to the Developer, as provided below.

If, at any time prior to the improvement of the parcel as a park and ride lot, the City determines that neither the parcel nor any other lot or parcel is needed to serve the Stanford Ranch area as a park and ride lot, City shall reconvey the lot to Developer and shall pay back to Developer any costs paid by Developer to City for improvement of the lot under this condition V.

In the event Developer fails to improve said lot when requested, City shall have the right to install said improvements and to recover the costs thereof from Developer

either by setting the amount of such cost off against the reimbursement due Developer under this Agreement or as is otherwise provided by law.

VI. REIMBURSMENT - PACIFIC STREET/TAYLOR ROAD CONSTRUCTION

City shall reimburse Developer for the costs to construct the improvements to Pacific Street/Taylor Road as required by condition I.H. of SD-83-02 as follows:

Beginning July 1 following completion of the improvements and acceptance of the improvements by City, and on each July 1 thereafter until the full amount advanced is paid back, City shall reimburse Developer annually in an amount equal to 80% of the total traffic circulation surcharges collected from July 1 to June 30 of each preceding fiscal year on the issuance of all building permits for construction or other work within that area known as Stanford Ranch, as shown on the map attached hereto, under Rocklin Municipal Code section 3.16.070 et seq. No interest shall accrue on the amount to be reimbursed.

City and Developer shall agree on the amount to be reimbursed under this condition VI at the time City accepts the improvements for Pacific Street/Taylor Road.

VII. FIRE SERVICE

By condition on SD-83-02, the Developer has met and worked with the City to cause the establishment of an assessment district pursuant to Government Code section 53311 et seq. or other permanent financing mechanism

acceptable to City to fund the on-going operation and maintenance, exclusive of administration costs, for the fire station to be constructed in the project area. Failure of the district or other financing mechanism to provide adequate revenues for fire service for the project area may result in negative fiscal impacts on the City of Rocklin. These negative impacts are detailed in the fiscal analysis contained in the project's EIR. The City reserves the right to deny or delay future land use entitlements for projects anywhere in the City, including the project area, in the event fiscal resources are insufficient to meet the cost of providing fire service as identified in the EIR fiscal analysis.

MEMORANDUM OF AGREEMENT

WHEREAS, Whitney Farms Investment Co., Inc. is the owner and proposes to develop certain land in the City of Rocklin, County of Placer, commonly known as the Rocklin West Development, and,

WHEREAS, Rocklin West Development is within the jurisdiction of Roseville Joint Union High School District, and,

WHEREAS, the Roseville Joint Union High School District has determined that the impact on the District resulting from the scheduled development of Phase A-1 Map 82-01 will be adequately handled through the receipt of educational impact fees imposed and collected pursuant to provisions of Government Code Section 65970, et seg.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The Roseville Joint Union High School District will provide "will serve letters" or such other evidence of its intent to accommodate students generated by Phase A-1 Map 82-01 of Rocklin West Development, as may be required by the City of Rocklin or any other governmental entity.
- 2. Whitney Farms Investment Co., Inc., agrees that as a condition of the promises made by the District in Paragraph 1

EXHIBIT E 15 of 16

it will pay the impact fees pursuant to Government Code
Section 65970, et seq., in effect at the time of application
for a building permit. This Agreement shall be binding upon
and shall inure to the benefit of, and shall apply to, the
respective successors and assigns of Developer and District
and references to Developer or the District herein shall be
deemed to be referenced to and include its respective successors
and assigns without specific mention of such successors
and assigns. If Developer should cease to have any interest
in the Property, all obligations of Developer hereunder shall
terminate; provided, however, that any sucessor of Developer's
interest in the Property shall have first assumed in writing
the Developer's obligations hereunder.

- 3. Whitney Farms Investment Co., Inc., agrees that prior to the submission of any tentative map for any units beyond Phase A-1 Map 82-01, it will notify the District in writing of its intention to submit the tentative map and will meet with District to discuss potential mitigation of any impacts of the development on the District.
- 4. Whitney Farms Investment Co., Inc., further agrees to pay to the District up to one-half of the District's cost of a master plan of educational facilities such sum not to exceed the amount of \$15,000 less any amount paid to the Rocklin Elementary School District for its master plan.

1983

WHITNEY FARMS INVESTMENT CO., INC.

- Manager

Reviewed and Approved as to Form:

TROMAS F. WINFIELD, IIA Attorney for Whitney Farms Investment Co., Inc.

, 1983

ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT

ela f Wi 200

Reviewed and Approved as to Form:

WALTERS, BUKEY & SHELBURNE

Attorneys for the Roseville Joint

Union High School District

Approved by Governing Board

ORDINANCE NO. 1037

ORDINANCE OF THE CITY COUNCIL

OF THE CITY OF ROCKLIN APPROVING AN AMENDMENT TO

THE STANFORD RANCH GENERAL DEVELOPMENT PLAN,

TO REZONE STANFORD RANCH PARCEL LOT Y OF THE A-1 SUBDIVISON

FROM PLANNED DEVELOPMENT, MAXIMUM 20 DWELLING UNITS PER ACRE

(PD-20) TO PLANNED DEVELOPMENT MIXED USE (PD-MU)

(Stanford Ranch General Development Plan Amendment, Z2014-0007/PDG2014-0007)

The City Council of the City of Rocklin does ordain as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

- A. The proposed zone change will amend the City Zoning Map and the Stanford Ranch General Development Plan to ensure that the zoning on the 2 acre Park and Ride site, Lot Y of the Stanford Ranch A-1 Subdivision (APN: 0116-450-016) will be consistent with the concurrently proposed general plan amendment, GPA2014-0005 and the purpose, character, and density provisions of the General Plan for a Mixed Use designated parcel.
- B. A Notice of Exemption has been prepared for this project and approved via City Council Resolution No. .
- C. The Stanford Ranch General Development Plan is amended to provide for a (PD-MU) Mixed Use Zone consistent with the concurrent General Plan Amendment (GPA2014-005) applying the City of Rocklin General Plan Mixed Use land use designation and will implement the policies of the City of Rocklin's General Plan, including the Housing Element.
- D. The area is physically suited to the uses authorized in the proposed general development plan and zoning.
- E. The proposed general development plan amendment and zoning are compatible with the land uses existing and permitted on the properties in the vicinity.
- F. The land uses, and their density and intensity, allowed in the proposed general development plan amendment and zoning are not likely to create serious health problems or create nuisances on properties in the vicinity.
- G. The City Council has considered the effect of the proposed general development plan amendment and zoning on the housing needs of the region and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

<u>Section 2</u>. The City Council of the City of Rocklin hereby approves the Rezone (Z2014-0007) and General Development Plan Amendment (PDG2014-0007) as shown on Exhibit A and B, attached hereto and incorporated by reference herein contingent upon City Council approval of the concurrent general plan amendment, GPA2014-0005.

Section 3. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on June 23, 2015, by the following vote:

AYES:

Councilmembers:

Yuill, Ruslin, Butler, Janda, Magnuson

NOES:

Councilmembers:

None

ABSENT:

Councilmembers:

None

ABSTAIN:

Councilmembers:

None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on July 14, 2015, by the following vote:

AYES:

Councilmembers:

Yuill, Ruslin, Janda, Magnuson

NOES:

Councilmembers:

None

ABSENT:

Councilmembers:

Butler

ABSTAIN:

Councilmembers:

None

Georgé Magnuson, Mayor

ATTEST:

Barbara Ivanusich, City Clerk

First Reading:

6/23/15

Second Reading: 7/14/15

Effective Date:

8/13/15

EXHIBIT A



Rezone/General Development Plan Amendment from PD-20 to PD-MU (Z2014-0007/PDG2014-0007)

EXHIBIT B

PLANNED DEVELOPMENT MIXED USE (PD-MU) GENERAL DEVELOPMENT PLAN Pebble Creek Drive and Sunset Boulevard (PDG2014-0007)

- 1. **Purpose** This General Development Plan is a component within the Stanford Ranch General Development Plan and is intended to establish development standards, permitted, conditionally permitted, and prohibited land uses and encourage a creative and flexible approach to the development of the 2-acre property with a mix of residential and commercial uses in a manner that integrates development with the site and surrounding development.
- 2. Zone Boundaries Map –



3. **Relationship to the Rocklin Municipal Code.** All provisions and definitions of the Rocklin Municipal Code (R.M.C.) shall apply to this site unless otherwise specified in this General Development Plan. Whenever there is a conflict between Title 17 of the R.M.C. and this General Development Plan, the provisions of the General Development Plan shall prevail.

4. Uses and Development Standards – Allowed uses and development standards within this Mixed Use (PD-MU) Zone shall be consistent with those specified in the current (PD-20) and (PD-C) zones contained within the Stanford Ranch General Development Plan and incorporated herein by reference.

5. Special Conditions -

- a. No building or portion of any structure that was designed, approved, and built for use as residential unit may subsequently be used to house a Commercial / Office / Civic use without first modifying the building or portion thereof, to the satisfaction of the Community Development Director, to comply with all applicable Building Code, Parking, and Design Review requirements. Likewise no building or portion thereof designed and approved for Commercial / Office / Civic use may be converted to a Residential use without going through the same process.
- b. Use of a public address system that can be heard outside of a building is prohibited. However, acoustic or amplified music and entertainment may be allowed in outdoor dining and common areas provided that the music is not audible from the property line of an adjacent single family residential use.
- c. The location, design and other special requirements for outdoor dining areas shall be to the satisfaction of the Community Development Director.
- d. Delivery trucks and loading dock operations shall be restricted to the daytime hours of 7:00 a.m. to 10:00 p.m. This time restriction does not apply to trash pick-up services. Delivery hours shall be posted at all appropriate locations.
- e. Prior to issuance of a building permit and / or a certificate of occupancy for any Commercial / Office / Civic use located contiguous to a residential use within the same structure, the developer shall demonstrate that the tenant improvements include noise attenuation measures in the form of soundproofing of the walls, floors, and / or ceilings, as appropriate, to ensure that an interior noise level of 45 dB as set forth in the Rocklin General Plan is maintained within the residential units. The Chief Building Official shall have the authority to waive this requirement when, in his / her opinion the work authorized under said building permit would have no significant acoustical impact.
- f. Prior to building permit issuance building plans for residential units located above a commercial space and / or that are located adjacent to a street shall be reviewed by a qualified acoustical professional to identify and ensure the incorporation of appropriate acoustical treatments in the building design and materials as needed to ensure that these units to meet the 45 dB interior noise

level criteria set forth in the Rocklin General Plan. The Chief Building Official shall have the authority to waive this requirement when, in his / her opinion the work authorized under said building permit would have no significant acoustical impact.

g. Prior to issuance of a building permit and / or a certificate of occupancy for any Commercial / Office / Civic use the developer shall demonstrate that the tenant improvements include a ventilation system to prevent any noxious odors disseminating into the building. The Chief Building Official shall have the authority to waive this requirement when, in his / her opinion the work authorized under said building permit would have no significant impact related to ventilation.

ORDINANCE NO. 1038

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROCKLIN AND STANFORD RANCH I, LLC FOR DEVELOPMENT OF LOT Y OF THE STANFORD RANCH A-1 SUBDIVISION (Stanford Ranch Park and Ride Site / DA2014-0001)

The City Council of the City of Rocklin does resolve as follows:

<u>Section 1</u>. The City Council of the City of Rocklin finds and determines that:

- A. A Notice of Exemption from the California Environmental Quality Act prepared for this project has been approved by City Council Resolution No. 2015-162.
- B. The development agreement is consistent with and implements the goals and policies of the City of Rocklin's General Plan, including the Housing Element;
- C. The development agreement is compatible with the land uses and development regulations proposed for the site;
- D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole;
- E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project site;
- F. The development agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.
- <u>Section 2</u>. The City Council of the City of Rocklin hereby approves the Development Agreement By And Between The City Of Rocklin And Stanford Ranch I, LLC, For Development Of Lot Y Of The Stanford Ranch A-1 Subdivision, attached hereto and incorporated by reference herein as Exhibit 1.
- <u>Section 3</u>. The City Council of the City of Rocklin hereby directs the Mayor to sign the Development Agreement By And Between The City Of Rocklin And Stanford Ranch I, LLC, For Development Of Lot Y Of The Stanford Ranch A-1 Subdivision, on behalf of the City of Rocklin and directs the City Clerk to record said document with the Placer County Recorder.

Section 4. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on June 23, 2015, by the following vote:

AYES:

Councilmembers:

Yuill, Ruslin, Butler, Janda, Magnuson

NOES: ABSENT: Councilmembers: Councilmembers: None None

ABSTAIN: Councilmembers: None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on July 14, 2015, by the following vote:

AYES:

Councilmembers:

Yuill, Ruslin, Janda, Magnuson

NOES:

Councilmembers:

None Butler

Councilmembers: ABSENT: ABSTAIN:

Councilmembers: None

ATTEST:

Barbara Ivanusich, City Clerk

First Reading: 6/23/15 Second Reading: 7/14/15

Effective Date: 8/13/15

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677

No Fee GC. 21383



PLACER, County Recorder JIM MCCAULEY DOC- 2015-0071056-00

FRIDAY, AUG 14, 2015 15:01:35

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

EXHIBIT 1

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROCKLIN AND STANFORD RANCH I, LLC FOR DEVELOPMENT OF LOT Y OF THE STANFORD RANCH A-1 SUBDIVISION (Stanford Ranch Park and Ride Site / DA2014-0001)

Page 1 of Exhibit 1 to Ordinance No. 1038

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROCKLIN AND STANFORD RANCH I, LLC FOR DEVELOPMENT OF LOT Y OF THE STANFORD RANCH A-1 SUBDIVISION (Stanford Ranch Park and Ride Site / DA2014-0001)

This Development Agreement ("Agreement") is entered into by and between Stanford Ranch I, LLC, a California Limited Liability Company ("Developer"), and the City Of Rocklin, a Municipal Corporation of the State of California ("City"), pursuant to the authority of Government Code Section 65865, et seq.

RECITALS

- To strengthen the public planning process, encourage private participation in comprehensive long-range planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code §65864, et seq., which authorizes the City to enter into an agreement with any person or business entity having a legal or equitable interest in real property within the City, regarding the development of such property and establishing certain development rights therein.
- 2. City has adopted policies, ordinances, procedures and requirements regarding its consideration of development agreements. This Agreement has been processed, considered and executed in accordance with those City policies, ordinances, procedures and requirements.
- 3. Developer has a legal or equitable interest in Lot Y of the Stanford Ranch A-1 Subdivision, as ("Property"). The nature of this ownership or equitable interest is such that Developer has or will have control of the use of the Property as contemplated by this Agreement.
- 4. Developer has previously received approval of the following entitlements on the Property in connection with the City's approval of the reconveyance of the Property back to Developer: Notice of Exemption from the California Environmental Quality Act by Resolution No. 2015-162; Resolution of Reconveyance by City Council Resolution No. 2015-162; approval of a General Plan Land Use Amendment for the Property by Resolution No. 2015-163; and a Rezone of the Property from High Density Residential to Mixed Use by Ordinance No. 1037 ("Project Approvals").
- 5. Development of the Project in accordance with the Project Approvals and this Agreement will provide for the orderly development of the Property consistent with the goals, policies and other provisions of the Rocklin General Plan.

Page 2 of Exhibit 1 to Ordinance No. 1038

- 6. City has determined that the development of the Project as provided in the Project Approvals and this Agreement is beneficial to the City, because the Project will provide for the development of a variety of mixed use, retail, and office uses which will generate property tax revenue and create jobs within the City and will otherwise achieve the goals and objectives contained in the Rocklin General Plan.
- 7. In adopting the ordinance approving this Agreement, the City Council of City specifically finds as follows:
 - The Agreement and the Project Approvals are consistent with the objectives, policies, general land uses, and programs in the Rocklin General Plan;
 - The Agreement and the Project Approvals are compatible with the uses authorized within, and the regulations prescribed for, the land use districts in which the Project is located;
 - The Agreement and the Project Approvals are in conformity with the public convenience, general welfare and good land use practices;
 - The Agreement and the Project Approvals will not be detrimental to the health, safety and general welfare of persons residing in the general neighborhood of the Project or the City as a whole;
 - The Agreement and the Project Approvals will not adversely affect the orderly development of Property or the preservation of property values;
 - The Agreement is consistent with and is subject to the provisions of Government Code Sections 65864 through 65869.5.
- 8. City and Developer recognize that the terms and conditions of this Agreement are to bind, and be legally enforceable by, each of them, and/or their respective successors in interest.

AGREEMENT

SECTION 1 - DEFINITIONS

Unless the context requires a different meaning or otherwise defined elsewhere in this Agreement, the terms and phrases used in this Agreement shall have the following meanings:

"Assessment" shall have the meaning provided in Subdivision (b) of Section 2 of Article XIII D of the California Constitution, and shall refer only to assessments adopted by the City or its electorate.

Page 3 of Exhibit 1 to Ordinance No. 1038

"City Manager" shall mean the City Manager of the City of Rocklin.

"County" shall mean the County of Placer.

"Council" shall mean the City Council of the City of Rocklin.

"Conditions of Approval" shall mean the conditions attached to the Project Approvals and shall be collectively included in any reference to the Project Approvals.

"Effective Date" shall mean the date the City ordinance authorizing execution of this Agreement is effective, which date shall also be the date this Agreement takes effect, as provided in Section 2.A.

"General Plan" shall mean the General Plan of the City of Rocklin.

"Impact Fee" shall have the meaning provided in Subdivision (b) of Government Code §66000.

"Project Approvals" shall mean as defined in Recitals paragraph D, above.

"Subsequent Approvals" shall mean all approvals by City, whether discretionary or ministerial, requested or agreed to by Developer, required under the Project Approvals, or this Agreement, or required by City laws, rules, regulations, or official policies, which are necessary or desirable for development of the Project and which occur on or after the Effective Date, provided such approvals have been properly processed and reviewed in compliance with all controlling planning and environmental laws, (including but not limited to CEQA), the CEQA compliance work is certified and adopted by the City, and the entitlements are adopted and approved by the City (which adoption and approval shall remain within the full and exclusive discretion of the City). Subsequent Approvals may include, but are not limited to, tentative and final subdivision maps, improvement agreements and other agreements relating to subdivision maps, conditional use permits, grading permits, improvement plan approvals, encroachment permits, building permits, zoning approvals, boundary adjustments, certificates of occupancy, certificates of compliance, modifications to the current zoning and modifications to the Project Approvals.

"Tax" shall have the meaning provided in Subdivision (d) of Section 1 of Article XIII C of the California Constitution, and shall refer only to taxes adopted by the City or its electorate.

"Transferee" shall mean any person or entity to whom all or any portion of the Project is transferred subject to the provisions of Section 10.

Page 4 of Exhibit 1 to Ordinance No. 1038

SECTION 2 - GENERAL PROVISIONS

A. Effective Date

This Agreement shall take effect upon the Effective Date as defined in Section 1.

B. Term

1. Initial Term

The term of this Agreement shall be seven (7) years. The term shall commence on the Effective Date and shall extend up to and including the seventh (7th) anniversary of the Effective Date.

2. Extension Pending Any Legal Challenge

If any litigation affecting the Project is filed challenging the Project Approvals, any Subsequent Approvals, or this Agreement, including, but not limited to, any environmental determinations related to any of the foregoing, or challenging the validity and binding nature of this Agreement, the term of this Agreement shall be extended for the period of time such litigation is pending, and upon the conclusion of such litigation by dismissal or entry of final judgment, Developer and City shall indicate the period of such extension by amendment to this Agreement and record a notice of such effect.

SECTION 3 - DEVELOPMENT OF PROJECT SITE

A. Obligation to Develop the Property

Developer shall take all commercially reasonable actions to expeditiously develop the property with a use which generates property tax for the City of Rocklin.

B. Obligation to Reimburse City For Lost Revenue

If no development has occurred on the site generating property tax revenue for the City, by the third anniversary of the effective date of this Agreement, Developer agrees to pay to the City the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) per year until termination of this Agreement, or development of the site occurs with a use generating property tax for the City, whichever occurs first. Any payments due under this agreement are to be paid to the City within thirty days of the anniversary of the effective date of this Agreement.

C. Vested Rights

1. Project Approvals

Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the Project Approvals. Such uses shall be developed in accordance with the Project Approvals as such Project Approvals provide on the Effective Date of this Agreement. Developer's vested right to proceed with the development of the Property shall be subject to Subsequent Approvals, provided that any conditions, terms, restrictions and requirements for such Subsequent Approvals shall not prevent or conflict with the development of the Property, in whole or in part, as permitted in the Project Approvals, so long as Developer is not in default under this Agreement.

2. Mixed Use

As provided in the General Plan, no portion of the Property that has been designated for mixed use development is required to be built at a specific ratio of residential to non-residential development. Accordingly, Developer may develop all or any portion of the Property that is designated for Mixed Use in the General Plan entirely for non-residential uses, entirely for residential uses, or with a combination of residential and non-residential uses. Development of residential uses shall be at a density no less than 16 units per acre, provided that if the General Plan and Zoning designations for portions of the Property are

changed pursuant to Section 5C of this Agreement, this limitation shall not apply to those portions of the Property.

3. Moratoria, Quotas, Restrictions or Other Growth Limitations

Developer and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against any and all later-adopted resolutions, ordinances, and initiatives, whether adopted by the City Council or voter initiative, that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the development of the Property, in whole or in part, as permitted in the Project Approvals. Developer shall be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis and which directly concerns an imminent public health or safety issue, in which case City shall treat Developer in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that imminent public health or safety issue. By way of example only, an ordinance which precludes the issuance of a building permit because the district providing sewer service has inadequate sewage treatment capacity to meet the demand therefor (either City-wide or in a designated sub-area of the City) would directly concern an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the Property, so long as the City were also denying City-wide or area-wide all other requests for building permits which require sewage treatment capacity; however, an attempt to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not directly concern an imminent public health or safety issue under the terms of this paragraph.

D. <u>Term of Project Approvals</u>

The term of all Project Approvals, as set forth in Recital D, shall be the longer of the term therefor under the Subdivision Map Act, the Rocklin Municipal Code, or the remaining Term of this Agreement.

E. Rules, Regulations and Official Policies

1. Inconsistency

To the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the Project Approvals, in whole or in part, or this Agreement, the terms of the Project Approvals and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, regulations or policies

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applicable to development of the Property are not inconsistent with the Project Approvals or any other terms of this Agreement, such rules, ordinances, taxes, regulations or policies shall be applicable. Fees and assessments are addressed in and governed by section 3.E. of this Agreement.

2. Application of Changes

This section shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent, delay or preclude compliance with one or more provisions of this Agreement, City and Developer shall take such action as may be required pursuant to Section 4.C. of this Agreement to comply therewith.

3. Authority of City

This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not unreasonably prevent or delay development of the Property as permitted by the Project Approvals and this Agreement.

F. City Fees and Assessments

1. Processing Fees and Charges

Developer shall pay those processing, inspection, and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals, and other actions; monitoring compliance with any permits issued, approvals granted, or the performance of any conditions with respect thereto; or any performance required of Developer hereunder.

2. City-Wide Impact Fees, Taxes and Assessments

Development of the Property and the Project under this Agreement shall be subject to all existing and future City Impact Fees, Taxes and Assessments; provided that Developer's obligation to pay future Impact Fees, Taxes and Assessments is limited to those Impact Fees, Taxes and Assessments adopted on

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a City-wide basis or that apply uniformly to all properties within the City of Rocklin that are zoned in the same classification as the Property as set forth in the Project Approvals, and solely address a matter or concern for public safety (e.g., police, fire or other public safety facilities or services, but not including fees for the construction of roads, utilities or other such public improvements) or a need for a new fee, tax or assessment for the funding of City-wide compliance with applicable state or federal storm water regulations and permits.

3. Exemption from Park Land Dedication and Improvement Fees

In consideration of the economic and employment benefits to be derived from the development of this Project, the non-residential portions of the Property shall be exempt from any obligation to dedicate or construct any park land or improvements, or to pay any park land dedication or park improvement fees in lieu thereof. This exemption shall apply during the Term to any and all park dedication or park improvement fees that exist as of the Effective Date of this Agreement or that may be adopted in the future by the City.

SECTION 4 - PROCESSING OF PERMITS AND APPROVALS

A. Subsequent Approvals

1. Applications for Subsequent Approvals

City shall accept for processing, review, and action any and all substantially complete applications submitted by Developer for Subsequent Approvals, necessary or convenient for the exercise of Developer's rights under the Project Approvals for the use and development of the Property.

2. Timely/Expedited Processing

City acknowledges that the timely review and approval of improvement plans, tentative and final subdivision maps, design review, and building permits, and inspection of constructed facilities and structures is important to Developer in achieving the success of the Project. City will use good faith, commercially reasonable efforts to dedicate sufficient resources and staff to expeditiously process all applications submitted by Developer for Subsequent Approvals and/or applications for approval of improvement plans, inspections and acceptance of improvements to be constructed by Developer, with the intent of at least satisfying, if not exceeding, all statutory timelines and/or guidelines for the processing of such applications.

3. Application of Development Agreement

Upon approval, a Subsequent Approval shall be deemed a Project Approval under this Agreement.

B. City Cooperation

The City agrees to cooperate with Developer in securing all permits which may be required by City or by any other governmental agencies having jurisdiction over, or providing services to the Project. In the event state or federal laws or regulations are enacted after this Agreement has been executed, or the action of any governmental jurisdiction prevents, delays, or precludes compliance with one or more provisions of this Agreement, or requires changes in plans, maps, or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State and federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

The City also agrees to cooperate with Developer in securing any and all easements, rights of way or temporary access easements that may be required to enable any offsite public improvements required by the Project Approvals located outside the Property to be installed at Developer's expense by the City or others. If Developer is unable after exercising all reasonable efforts, including but not limited to the rights under Sections 1001 and 1002 of the California Civil Code, to acquire any real property interests necessary for the construction of such off-site public improvements by the City or others, Developer may request the City to assist in the acquisition of the necessary real property interests. Except as otherwise expressly provided in this Agreement, Developer shall reimburse the City for all costs incurred thereby to acquire such interests. Upon receipt of Developer's request, the City shall commence negotiations to purchase the necessary real property interests and, if necessary, in accordance with the procedures established and to the extent allowed by law, may exercise its power of eminent domain to acquire such required real property interests. Any such acquisition by the City shall be subject to the City's discretion, which is expressly reserved by the City, to make all necessary findings to acquire such interest, including a finding of public necessity.

SECTION 5 - AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time by mutual consent of City and Developer (and/or any successor owner of any portion of the Property, to the extent subject to or affected by the proposed amendment), in accordance with the provisions of the Development

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Agreement Statute. If the proposed amendment affects less than the entire property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. If and when the parties find that clarifications, minor changes or minor adjustments are necessary or appropriate to the implementation of this Agreement or development of the Project, the clarification, minor change or minor adjustment shall be stated in a written operating memorandum agreed to and approved by Developer and City Manager acting on behalf of City. As used in this section, "minor" shall not include an increase in the amount of developable square footage otherwise allowed by the Project and applicable rules, regulations, ordinances, and policies, or a reduction in the amount of open space by more than one percent (1%). An operating memorandum under this section, which is consistent with this Agreement, shall not constitute nor require an amendment to this Agreement or prior public notice or hearing to be effective.

SECTION 6 - COOPERATION IN THE EVENT OF LEGAL ACTION

A. Third Party Challenge

If any legal action or proceeding is instituted challenging the validity of any provision of this Agreement, the Project, or Project Approvals, the parties shall cooperate in defending against such challenge. Developer, at Developer's expense, shall defend such action as the real party in interest and assist City in its defense. To the extent that any such action challenges Developer's right to proceed with the Project under this Agreement, Developer shall have the control of the defense of the action or proceeding and may utilize legal counsel of its choice, subject to the approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed. Developer shall reimburse City for reasonable expenses of City's attorneys resulting from representation of City in any such legal action or proceeding. In addition, Developer shall indemnify City for any liability incurred by City as a result of any such action or proceeding, including any award to opposing counsel of attorneys' fees or costs.

B. <u>Cure, Reapproval</u>

If any litigation which results in a judgment wherein the courts order the City to reconsider any matter pertaining to this Agreement or Project Approvals, the City and Developer agree that any reconsideration shall be expeditiously performed to remedy any defects noted in such judgment. If such remedy includes the need to readopt any or all of the Project Approvals, City agrees to expeditiously readopt any or all of the Project Approvals in a manner consistent with the requirements of the judgment, and to the extent readoption is in harmony with the spirit and intent of this Agreement, the original Project Approvals, and the public welfare.

SECTION 7 - DEFAULT; ANNUAL REVIEW; REMEDIES; TERMINATION

A. Defaults

Failure by City or Developer to perform any material term or provision of this Agreement shall constitute a default under this Agreement. If a default by Developer, or successor or assignee thereof, affects only a portion of the Property, then the remedies hereunder shall be limited to such defaulting party and the portion of the Property owned thereby.

The Party alleging the default shall give the other not less than thirty (30) days' written notice of the default. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which said default may be satisfactorily cured. If notice of default is given, the Parties shall make reasonable efforts to agree to an action plan to cure the default within the thirty (30) days or longer time as agreed.

If any default is not cured within the time allowed, the party alleging the default may institute legal action against the party in default or give notice of intent to terminate the agreement pursuant to California Government Code §65868 and regulations of City implementing said Government Code section. Following any default by Developer and notice by City of intent to terminate this Agreement, the matter shall be scheduled for consideration and review by the Council within thirty (30) calendar days in the manner set forth in Government Code §§65865, 65867 and 65868 and City regulations implementing such sections. Developer shall have the right to offer written and oral evidence at such public hearing. Following consideration of evidence presented at such public hearing, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party. Either party may institute any action or proceeding at law or in equity contesting the right of the other party to terminate this Agreement as provided above.

Failure or delay in giving notice of default shall not constitute a waiver of any default. Any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default of its rights or remedies, and shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

No party shall be in default of this Agreement for delays in performance due to war, acts of terrorism, litigation, insurrection, strikes, flood, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, or similar basis beyond the reasonable control of the party to be excused. Any action or proceeding addressing the validity of this Agreement, any Project Approval, or any permit approval, agreement or other entitlement related to the Project, or any action of a governmental

agency necessary or desirable to the development of the Project shall create an excusable delay as to Developer or to City.

B. Remedies

Either party may institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, or enforce by specific performance the obligations and rights of the parties hereto, provided, however, neither party shall have the right to seek, and both parties hereby waive any claim for, monetary damages arising out of this Agreement. Prior to the initiation of any litigation hereunder, the parties agree to pursue mediation to resolve any disputes.

C. Annual Review

On or about the first anniversary of the Effective Date, and on or about each anniversary of this Agreement thereafter, City shall conduct a review of the good-faith compliance by Developer with the terms of this Agreement (the "Annual Review"). Said review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the Rocklin Municipal Code, Chapter 17.92. The findings of the Annual Review and compliance or non-compliance with this Agreement shall be made available to Developer at the conclusion of the annual Review.

City shall notify the Developer that the review will take place. Upon not less than thirty (30) days' written notice by the Community Development Director of the City, Developer shall provide such information as may be reasonably requested and deemed to be required by the Community Development Director in order to ascertain compliance with this Agreement.

Developer shall pay any third party costs incurred by City and City shall be responsible for all staff costs associated with each annual review.

At the conclusion of the Annual Review, City shall make written findings and determinations on the basis of substantial evidence in the record, regarding whether Developer has complied in good faith with the terms of this Agreement. If City finds and determines that Developer has not complied with such terms, and that such non-compliance amounts to a default if not cured, then City shall deliver to Developer a notice of default and opportunity to cure, in which case the parties shall proceed as provided in Section 8.A. If notice of default is not sent within thirty (30) days after conclusion of the Annual Review, Developer shall be deemed to be in compliance with this Agreement.

City shall deliver to Developer, pursuant to Section 9 herein, a copy of all staff reports and documents to be used or relied upon in conducting the Annual Review at least ten (10) days before City's Annual Review. Developer shall be permitted to respond to City's evaluation orally at a public hearing before the City Council, by a written statement, or both.

If City fails to conduct the Annual Review and Developer is not in default with respect to its performance under this Agreement during the past year as evidenced by the absence of any notice of default being delivered by City to Developer, such failure shall be deemed an approval by the City and Developer's compliance with the terms of this Agreement for that Annual Review period.

D. Termination

Subject to the provisions of Section 2 hereof, this Agreement shall automatically terminate upon the seventh (7th) anniversary of the Effective Date.

E. Effect of Termination

If this Agreement is terminated following any event of default of Developer or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Developer from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

Termination of this Agreement shall not affect any of Developer's obligations to comply with City's General Plan, the Project Approvals, any Subsequent Approvals, and all other zoning and subdivision regulations applicable to the Project and the Property, and the City's General Plan, the Project Approvals, and any Subsequent Approvals (except to the extent expressly contingent on the existence of this Agreement) shall remain valid and in full force and effect, notwithstanding such termination.

Termination of this Agreement shall not affect any of Developer's obligations which have been expressly made conditions of Subsequent Approvals, unless said obligations are conditioned on the existence of this Agreement.

SECTION 8 – NOTICES

A. Delivery of Notice

Any notice, demand or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). If given by registered or certified mail, a notice shall be deemed to have been given and received on actual receipt by the addressee. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. A courtesy copy of the notice may be sent by facsimile and/or electronic transmission. Any party may designate any other address in substitution of the address contained hereby by like written notice.

B. Notice Addresses

Notices shall be given to the parties at their addresses set forth below:

If to City, to:

City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, California 95677
Telephone: (916) 632-4050
Facsimile: (916) 624-8010

Email: ricky.horst@rocklin.ca.us

If to Developer, to:

Stanford Ranch I, LLC 3140 Peacekeeper Way Sacramento, CA 95652 Attention: Denton Kelley Telephone: (916) 923-9000 Facsimile: (916) 923-9001 Email: dkelley@ldkcapital.com

SECTION 10 - ASSIGNMENT

A. Right to Assign

Developer may assign its rights to develop the Project, or any portion or phase thereof, to any successor in interest which acquires any legal or equitable interest in any portion of the Project, which rights shall run with the property on which the Project is constructed. Each successor in interest to Developer shall be bound by all of the terms and provisions hereof applicable to that portion of the Project acquired by it. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' successors, assigns and legal representatives. Developer shall provide City with written notice of any assignments within ten (10) days after the occurrence thereof.

B. Release Upon Transfer

Upon the sale, transfer or assignment in whole or in part of Developer's rights and interests under this Agreement, Developer shall be released from its obligations under this Agreement with respect to the portion of the Project so transferred; provided, however, that (i) Developer is not then in default under this Agreement and (ii) Developer has provided written notice of such transfer to the City. Developer shall in any event, given written notice to the City of such transferee's address no later than ten (10) days after any such transfer.

SECTION 11 - COVENANTS RUN WITH THE LAND

During the term of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Property, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, without limitation, Section 1648 of the California Civil Code. Each covenant to do or refrain from doing some act on the Property (i) is for the benefit of the Property and shall be a burden upon the Property; (ii) runs with the Property; (iii) is binding upon each party and each permitted successor owner during its ownership of the Property or any portion thereof, and each person or entity having any interest therein derived in any manner through any owner of the Property, or any portion thereof, and shall benefit each party and the Property hereunder, and each other person or entity succeeding to an interest in the Property.

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SECTION 12 - NOTICE OF COMPLIANCE

A. <u>Developer Request for Notice of Compliance</u>

Within thirty (30) days following any written request that Developer may make from time to time, City shall execute and deliver to Developer in recordable form a written "Notice of Compliance," duly executed and acknowledged by City. The notice shall describe this Agreement and the Project and state:

- That this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and state the date and nature of such modification;
- That there are no uncured defaults under this Agreement, or if defaults exist, specify the dates and nature of such default;
- The findings of City with respect to the most recent Annual Review; and
- Such other reasonable information requested by Developer.

B. Failure to Object/Respond Deemed Approval by City

The failure of City to deliver such a Notice of Compliance within such thirty (30) day period shall constitute a conclusive presumption that may be relied upon by third parties and transferees that, except as may be otherwise stated by Developer, this Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of Developer.

SECTION 12 - MISCELLANEOUS

A. No Agency, Joint Venture or Partnership

It is specifically understood that the Project is a private development, and the Developer shall have full power over and exclusive control of the Project, subject to the terms and conditions of this Agreement. Although City and Developer intend to cooperate and work together to carry out the Project, the parties renounce the existence of any form of agency relationship, joint venture, partnership or other association between City and developer, and nothing contained herein or in any document executed in connection herewith shall be construed as creating any such legal relationship.

B. Severability

If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or

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unenforceable, such provision shall be disregarded and this Agreement shall continue in effect unless enforcement of this Agreement without the invalidated provision would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereof of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination. City acknowledges that the fee limitation provisions of Section 3.E.3 are an essential benefit to Developer's bargain under this Agreement.

C. Other Necessary Acts

Each party shall execute and deliver to the other all further instruments and documents as may be reasonably necessary to carry out this Agreement, the Project and Subsequent Approvals, and the Applicable Law in order to provide and secure to each party the full and complete enjoyment of its rights and privileges hereunder.

D. <u>Construction</u>

This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

E. <u>California Law/Attorneys' Fees</u>

This Agreement shall be construed and enforced in accordance with the laws of the State of California. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to specifically enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (b) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

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F. Waivers

No provision or condition of the Agreement shall be considered waived unless such waiver is in writing and signed by the party to be bound.

G. Duty to Act Reasonably and in Good Faith

Unless otherwise expressly provided, each party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. City and Developer agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement, and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the parties which is to develop the Property in conformity with the terms and conditions specified in this Agreement.

H. Recordation

Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 7.D. above, the City shall cause this Agreement, an amendment hereto and any other termination thereof to be recorded with the County Recorder within ten (10) days of the Effective Date or the date of such amendment or termination becoming effective. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

I. Time of Essence

Time is of the essence in the performance of each and every covenant and obligation to be performed by the parties hereunder.

J. Entire Agreement

This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement is specifically intended by the parties to supersede all prior agreements, whether written or oral, for the Property which may exist between the City and Developer.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

DEVELOPER:

CITY OF ROCKLIN,

A Municipal Corporation

Stanford Ranch I, LLC

Larry D. Kelley

Managing Member

ATTEST:

Barbara Ivanusich

City Clerk

APPROVED AS TO FORM:

Russell A. Hildebrand

City Attorney

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

State of California) County of Placer)	
On this 6th day of august Burbara Ivanusich, City	, 20 <u>/8</u> , before me <u></u>
(Notary Name and Title)	
personally appeared <u>Gres</u> Janda	
me on the basis of satisfactory evidence to be the person(s)	who proved to
the within instrument and acknowledged to me that he his/her/their authorized capacity(ies), and that by his/her/their the person(s), or the entity upon behalf of which the person(s) certify under penalty of perjury under the laws of the Staparagraph is true and correct.	e/she/they executed the same in neir signature(s) on the instrument s) acted, executed the instrument.
My Commission Expires: Balleur december 18, City Clerk Notary Public in and for said county and state	
(SEAL)	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of Sacramento On 7272015 before me, Tiffeny Garcia, Notary Public, Date Date Description of the Officer Description of Signer(s)	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
TIFFANY GARCIA Commission # 2100999 Notary Public - California Sacramento County My Comm. Expires Feb 22, 2019 WITNESS my hand and official seal. Signature Signature of Notary Public	
Place Notary Seal Above	
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.	
Description of Attached Document Title or Type of Document: Document Date: Number of Pages: Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Signer Is Representing: Signer Is Representing:	

ORDINANCE NO. 1038

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROCKLIN AND STANFORD RANCH I, LLC FOR DEVELOPMENT OF LOT Y OF THE STANFORD RANCH A-1 SUBDIVISION (Stanford Ranch Park and Ride Site / DA2014-0001)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

- A. A Notice of Exemption from the California Environmental Quality Act prepared for this project has been approved by City Council Resolution No. 2015-162.
- B. The development agreement is consistent with and implements the goals and policies of the City of Rocklin's General Plan, including the Housing Element;
- C. The development agreement is compatible with the land uses and development regulations proposed for the site;
- D. The development agreement will not be detrimental to the health, safety, and welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of residents of the city as a whole;
- E. The development agreement will not adversely affect the orderly development of property or the preservation of property, on or off the project site;
- F. The development agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.
- <u>Section 2</u>. The City Council of the City of Rocklin hereby approves the Development Agreement By And Between The City Of Rocklin And Stanford Ranch I, LLC, For Development Of Lot Y Of The Stanford Ranch A-1 Subdivision, attached hereto and incorporated by reference herein as Exhibit 1.
- <u>Section 3</u>. The City Council of the City of Rocklin hereby directs the Mayor to sign the Development Agreement By And Between The City Of Rocklin And Stanford Ranch I, LLC, For Development Of Lot Y Of The Stanford Ranch A-1 Subdivision, on behalf of the City of Rocklin and directs the City Clerk to record said document with the Placer County Recorder.

Section 4. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on June 23, 2015, by the following vote:

AYES:

Councilmembers:

Yuill, Ruslin, Butler, Janda, Magnuson

NOES:

Councilmembers:

None

ABSENT:

Councilmembers:

None

ABSTAIN:

Councilmembers:

None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on July 14, 2015, by the following vote:

AYES:

Councilmembers:

Yuill, Ruslin, Janda, Magnuson

NOES:

Councilmembers:

None

ABSENT:

Councilmembers:

Butler

ABSTAIN:

Councilmembers:

None

ATTEST:

Barbara Ivanusich, City Clerk

First Reading:

6/23/15

Second Reading: 7/14/15

Effective Date: 8/13/15

The foregoing instrument is a

correct copy of the original document

on file in this office.

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