

**PLANNING COMMISSION AGENDA**  
**August 4, 2021**  
**CITY COUNCIL CHAMBERS**  
**6:30 p.m.**  
**50 Natoma Street**  
**Folsom, California 95630**

**Pursuant to Governor Newsom’s Executive Order N-29-20, members of the Folsom Planning Commission and staff may participate in this meeting via teleconference.**

**Due to the coronavirus (COVID-19) public health emergency, the City of Folsom is allowing remote public input during Commission meetings. Members of the public are encouraged to participate by e-mailing comments to [kmullett@folsom.ca.us](mailto:kmullett@folsom.ca.us). E-mailed comments must be received no later than thirty minutes before the meeting and will be read aloud at the meeting during the agenda item. Please make your comments brief. Written comments submitted and read into the public record must adhere to the principles of the three-minute speaking time permitted for in-person public comment at Commission meetings. Members of the public wishing to participate in this meeting via teleconference may email [kmullett@folsom.ca.us](mailto:kmullett@folsom.ca.us) no later than thirty minutes before the meeting to obtain call-in information. Each meeting may have different call-in information. Verbal comments via teleconference must adhere to the principles of the three-minute speaking time permitted for in-person public comment at Planning Commission meetings.**

**Members of the public may continue to participate in the meeting in person at Folsom City Hall, 50 Natoma Street, Folsom CA while maintaining appropriate social distancing.**

**CALL TO ORDER PLANNING COMMISSION:** Ralph Peña, Barbara Leary, Vice Chair Eileen Reynolds, Daniel West, Kevin Duetzel, Bill Miklos, Chair Justin Raithel

*Any documents produced by the City and distributed to the Planning Commission regarding any item on this agenda will be made available at the Community Development Counter at City Hall located at 50 Natoma Street, Folsom, California and at the table to the left as you enter the Council Chambers. The meeting is available to view via webcast on the City’s website the day after the meeting.*

**PLEDGE OF ALLEGIANCE**

**CITIZEN COMMUNICATION:** The Planning Commission welcomes and encourages participation in City Planning Commission meetings, and will allow up to five minutes for expression on a non-agenda item. Matters under the jurisdiction of the Commission, and not on the posted agenda, may be addressed by the general public; however, California law prohibits the Commission from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Commission.

**MINUTES**

The minutes of July 21, 2021 will be presented for approval.

**NEW BUSINESS**

**1. PN 21-096, White Rock Springs Ranch Village 9 Residential Design Review**

A Public Meeting to consider a request from Richmond American Homes for approval of a Design Review application for 42 traditional single-family residential units located within Village 9 of the previously approved White Rock Springs Ranch Subdivision. The zoning classifications for the site is SP-SF, while the General Plan land-use designations is SF. The City, as lead agency, previously determined that the White Rock Springs Ranch Subdivision is entirely consistent with the Folsom Plan Area Specific Plan (FPASP), and is exempt from the California Environmental Quality Act as provided by Government Code section 65457 and CEQA Guidelines section 15183. **(Project Planner: Josh Kinkade/Applicant: Richmond American Homes)**

**PUBLIC HEARING**

**2. PN 21-153, UCD Health Sciences Campus Development Agreement Amendment**

A Public Hearing to consider a request from The Regents of the University of California for approval of a Development Agreement Amendment associated with development of the UCD Health Sciences Campus project. The Specific Plan land use classification for the site is SP-RC-PD, while the General Plan land-use designations is RC. The City, as the lead agency under the California Environmental Quality Act (CEQA), previously approved an Addendum to the FPASP EIR/EIS for the subject property. **(Project Planner: Steve Banks/Applicant: The Regent of the University of California at Davis)**

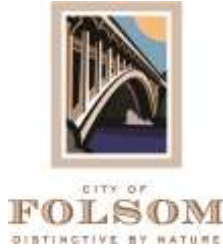
**PLANNING COMMISSION / PLANNING MANAGER REPORT**

The next Planning Commission meeting is scheduled for **August 18, 2021**. Additional non-public hearing items may be added to the agenda; any such additions will be posted on the bulletin board in the foyer at City Hall at least 72 hours prior to the meeting. Persons having questions on any of these items can visit the Community Development Department during normal business hours (8:00 a.m. to 5:00 p.m.) at City Hall, 2<sup>nd</sup> Floor, 50 Natoma Street, Folsom, California, prior to the meeting. The phone number is (916) 461-6231 and FAX number is (916) 355-7274.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in the meeting, please contact the Community Development Department at (916) 461-6231, (916) 355-7274 (fax) or [kmullett@folsom.ca.us](mailto:kmullett@folsom.ca.us). Requests must be made as early as possible and at least two-full business days before the start of the meeting.

**NOTICE REGARDING CHALLENGES TO DECISIONS**

The appeal period for Planning Commission Action: Any appeal of a Planning Commission action must be filed, in writing with the City Clerk's Office no later than ten (10) days from the date of the action pursuant to Resolution No. 8081. Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing



**PLANNING COMMISSION MINUTES**  
**July 21, 2021**  
**CITY COUNCIL CHAMBERS**  
**6:30 P.M.**  
**50 Natoma Street**  
**Folsom, CA 95630**

**CALL TO ORDER PLANNING COMMISSION:** Barbara Leary, Vice Chair Eileen Reynolds, Daniel West, Kevin Duewel, Bill Miklos, Ralph Peña, Chair Justin Raithel

**ABSENT:** Miklos

**CITIZEN COMMUNICATION:** None

**MINUTES:** The minutes of June 16, 2021 were approved as submitted.

**PUBLIC HEARING**

**1. PN 21-004 Addendum to the Folsom 2035 General Plan Final Environmental Impact Report, City of Folsom 2021 Housing Element Update, Empire Ranch Specific Plan Amendment and Related Actions (Continued from the June 16, 2021 PC Meeting)**

A Public Hearing will be held by the Planning Commission to consider and make recommendations to the City Council to amend the City of Folsom General Plan to update the Housing Element, as well as related updates to the Safety and Noise Element, Land Use Element and Implementation Element. In addition, the Planning Commission will consider and make recommendations to the City Council to adopt an amendment to the Empire Ranch Specific Plan to allow multifamily residential development as a permitted use in the Regional Commercial Center land use designation. An Environmental Checklist and Addendum to the Folsom 2035 General Plan EIR has been prepared for this project in accordance with the California Environmental Quality Act (CEQA). **(Project Planner: Senior Planner, Stephanie Henry)**

1. Sacramento Housing Alliance submitted a public comment letter to be read into the record regarding accommodating the Lower Income RHNA.
2. 350 Sacramento submitted a public comment letter regarding the City's CEQA strategy and Ascent Environmental's June 2021 Checklist section 4.17 "Transportation".

COMMISSIONER RAITHEL MOVED TO RECOMMEND THAT THE CITY COUNCIL:

- ADOPT AN ADDENDUM TO THE FOLSOM 2035 GENERAL PLAN FINAL ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE CITY OF FOLSOM 2021 HOUSING ELEMENT UPDATE, EMPIRE RANCH SPECIFIC PLAN AMENDMENT AND RELATED ACTIONS PROJECT (PN 21-004) PER ATTACHMENT 3; AND

- APPROVE GENERAL PLAN AMENDMENTS TO UPDATE THE HOUSING ELEMENT, SAFETY AND NOISE ELEMENT, AND LAND USE ELEMENT, INCLUDING REVISIONS TO THE GENERAL PLAN IMPLEMENTATION SECTION AND THE LAND USE DIAGRAMS PER ATTACHMENTS 4, 9, 10, 11 AND 12 WITH THE FOLLOWING RECOMMENDED REVISIONS:

**“H-10 Provide Information on Affordable Housing**

The City shall create and distribute educational materials, including a page on the City website, social media posts, and/or brochures, to provide information on the needs and benefits of affordable housing and available resources in the city. The City shall collaborate with local homeless service providers to ~~raise community awareness~~ **provide information** on homeless needs in the city.

**H-16 Facilitate Affordable Housing Development on City-Owned Land**

The City shall facilitate the construction of affordable housing, including possible accessory dwelling units, on the City-owned sites located at 300 Persifer Street (APN 070-0172-048) and on Riley Street near Comstock Drive (APN 071-0190-076). The City shall collaborate with an interested affordable housing developer to **sell or lease surplus City land for the construction of deed-restricted affordable housing consistent with the Surplus Land Act** ~~construct deed-restricted affordable housing~~. The City shall target production of 16 affordable units on City-owned sites by 2029.”

AND DIRECTION TO STAFF TO REVISE THE FOLLOWING POLICY, WITH THE UNDERSTANDING THAT DIFFERING VIEWPOINTS EXIST AMONG THE COMMISSIONERS:

**“LU 9.1.10 Renewable and Alternative Energy Generation Systems**

Require the use of solar, wind, or other on-site renewable energy generation systems as part of the design of new planned developments.”

- APPROVE THE EMPIRE RANCH SPECIFIC PLAN AMENDMENT TO ALLOW MULTIFAMILY RESIDENTIAL DEVELOPMENT AS A PERMITTED USE UNDER THE REGIONAL COMMERCIAL CENTER LAND USE DESIGNATION AND COMMERCIAL/CENTRAL BUSINESS DISTRICT ZONING PER ATTACHMENT 14.

THESE RECOMMENDED APPROVALS ARE SUBJECT TO THE PROPOSED FINDINGS (FINDINGS A-R).

COMMISSIONER REYNOLDS SECONDED THE MOTION WHICH CARRIED THE FOLLOWING VOTE:

AYES: LEARY, REYNOLDS, WEST, DUEWEL, PEÑA, RAITHEL

NOES: NONE

ABSTAINED: NONE

ABSENT: MIKLOS

**PLANNING COMMISSION / PLANNING MANAGER REPORT**

The next regularly scheduled Planning Commission meeting will be held August 4, 2021.

RESPECTFULLY SUBMITTED,

\_\_\_\_\_  
Kelly Mullett, ADMINISTRATIVE ASSISTANT

**APPROVED:**

\_\_\_\_\_  
Justin Raithel, CHAIR



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

**AGENDA ITEM NO. 1**  
**Type: Public Meeting**  
**Date: August 4, 2021**

## **Planning Commission Staff Report**

50 Natoma Street, Council Chambers  
Folsom, CA 95630

**Project:** White Rock Springs Ranch Village 9 Residential Design Review  
**File #:** PN-21-096  
**Request:** Residential Design Review  
**Location:** Northwest Corner of Mangini Parkway and Rock Springs Ranch Road within Folsom Plan Area  
**Staff Contact:** Josh Kinkade, Associate Planner, 916-461-6209  
jkinkade@folsom.ca.us

### **Property Owner/Applicant**

Name: Richmond American Homes  
Address: 3200 Douglas Blvd, Ste 110  
Roseville, CA 95661

**Recommendation:** Conduct a public meeting and upon conclusion recommend approval of a Residential Design Review Application for 42 single-family residential units as illustrated in Attachments 7 through 9 for the White Rock Springs Ranch Village 9 project (PN 21-096) subject to the findings (Findings A-J) and conditions of approval (Conditions 1-14) attached to this report.

**Project Summary:** The proposed project involves a request for Residential Design Review approval for 42 traditional single-family residential units located within Village 9 of the previously approved White Rock Springs Ranch Subdivision. In particular, the applicant is requesting Design Review approval for four individual master plans. Three distinct California heritage-themed architectural styles and nine color and material alternatives are incorporated among the four master plans.

### **Table of Contents:**

- 1 - Description/Analysis
- 2 - Background
- 3 - Conditions of Approval
- 4 - Vicinity Map
- 5 - Site/Preliminary Tree Master Plan Exhibit, Typical Front Yard Conceptual Landscape Plan Exhibit, Preliminary Fencing Details, Dated April 30, 2021
- 6 - Street Scene Exhibit
- 7 - Building Elevations and Floor Plans, dated June 21, 2021



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

**AGENDA ITEM NO. 1**  
**Type: Public Meeting**  
Date: August 4, 2021

- 8 – Exterior Colors and Materials
- 9 - White Rock Springs Ranch Design Guidelines

Submitted,

PAM JOHNS  
Community Development Director

## ATTACHMENT 1 DESCRIPTION/ANALYSIS

### APPLICANT'S PROPOSAL

The applicant, Richmond American Homes, is requesting residential design review approval for 42 single-family residential units situated within Village 9 of the previously approved White Rock Springs Ranch Subdivision project. Specifically, the applicant is requesting design review approval for four (4) individual master plans. The master plans include three (3) distinct California heritage-themed architectural styles (Craftsman, Farmhouse and Monterey) and nine (9) color and material alternatives.

The proposed master plans feature two-story models ranging in size from 2,455 to 3,345 square feet (4BR/3.5BA to 5BR/3.5BA) and include attached three-car garages. The three classic design themes are characterized by a variety of unique architectural elements including distinctive roof lines, gable and hip roof forms, covered front entry features, varied window and door design and enhanced decorative elements. Proposed building materials include stucco, board and batten siding, stone veneer, wood corbels, wood shutters, multi-paned windows, themed garage doors, decorative light fixtures, and concrete roof tiles. In addition, there are nine distinct color and material alternatives available for each of the master plans.

### POLICY/RULE

Folsom Municipal Code (FMC), Section 17.06.030 requires that single-family residential master plans submit a Design Review Application for approval by the Planning Commission. FMC Section 17.06.080(B) states that in approving, conditionally approving, or denying an application for design review, the Planning Commission shall make the following findings:

1. Project compliance with the general plan and any applicable specific plans and zoning ordinances;
2. Conformance with any adopted city-wide design guidelines;
3. Conformance with any project-specific design guidelines and standards approved through the planned development permit process or similar review process;
4. Compatibility of building materials, textures and colors with surrounding development and consistency with the general design theme of the neighborhood.

### ANALYSIS

#### General Plan and Zoning Consistency

The General Plan land use designation for the project site is SF (Single-Family), and the

zoning designation for the project site is SP-SF (Folsom Plan Area Specific Plan-Single-Family District). Single-family residences are allowed by right in the Single-Family Specific Plan designation.

Table A.1 of the Folsom Plan Area Specific Plan describes the setback and height requirements for primary structures in the SP-SF Specific Plan designation. The following table shows these standards for reference:

<b>Minimum Lot Size</b>	6,000 sf (60x100)
<b>Lot Width (Interior)</b>	60 ft. min.
<b>Lot Width (Corner)</b>	75 ft. min.
<b>Lot Width (Cul-de-Sac)</b>	45 ft. min.
<b>Courtyard/Porch Front Yard Setback</b>	15 ft. min.
<b>Primary Structure Front Yard Setback</b>	15 ft. min 50% frontage; 20 ft. min. remainder
<b>Garage Front Yard Setback</b>	20 ft. min.
<b>Interior Side Yard Setback</b>	5 ft. min., 10 ft. min. between buildings
<b>Street Side Yard Setback (Corner Lots)</b>	15 ft. min.
<b>Garage Facing Side Street Setback (Corner Lots)</b>	20 ft. min.
<b>Rear Yard Setback</b>	20 ft. min.
<b>Building Height</b>	35 ft. max.
<b>Lot Coverage</b>	45%

### **Residential Design Review**

The proposed project is subject to the White Rock Springs Ranch Design Guidelines, which were approved by the City Council in 2016. The Design Guidelines are a complementary document to the Folsom Plan Area Specific Plan. The Design Guidelines, which are intended to act as an implementation tool for residential development specifically within the White Rock Springs Ranch and Carr Trust subdivisions, provide the design framework for architecture, street scene, and landscaping to convey a master plan identity. While these Design Guidelines establish the quality of architectural and landscape development for the master plan, they are not intended to prevent alternative designs and/or concepts that are compatible with the overall project theme.

The following are the general architectural principles intended to guide the design of the White Rock Springs Ranch and Carr Trust Subdivisions to ensure quality development:

- Provide a varied and interesting street scene
- Focus of the home is the front elevation, not the garage
- Provide detail on rear elevations where visible from the public streets
- Provide appropriate massing and roof forms to define the architectural styles



- Ensure that plans and styles provide a degree of individuality
- Use architectural elements and details to reinforce individual architectural styles
- Provide a variety of garage placements

In addition to the general architectural principles referenced previously, the Design Guidelines also provide specific direction regarding a number of architectural situations and features including: building forms, building massing, building height, roofscape, elevations, architectural details, entryways, door and windows, architectural lighting, building materials, building colors, and building finishes. The following are examples of architectural situations and features that are relevant to the proposed project:

- Provide a balance of hip and gable roof forms along the street scene
- Provide off-set massing or wall plans
- Provide offset roof planes, eave heights, and ridge lines
- Provide enhanced style-appropriate details on front elevation
- Provide decorative window shelves or sill treatments
- Garage doors should be recessed from the wall plane
- Materials and colors should be varied and add texture and depth to the overall character of the neighborhood

The White Rock Springs Ranch Design Guidelines identify up to seven (7) unique architectural styles that are envisioned being implemented within the subdivision including: California Prairie, California Ranch, California Wine Country, Craftsman, Monterey, Spanish Colonial, and Western Farmhouse. As described in the applicant's proposal, the proposed project features three of the architectural themes that have been chosen from the design collections referenced above including Craftsman, Monterey and Farmhouse. Below is a thorough description of each of these architectural styles:

#### Craftsman

Influenced by the English Arts and Crafts movement of the late 19th century and stylized by California architects, the Craftsman style focused on exterior elements with tasteful and artful attention to detail. Originating in California, Craftsman architecture relied on the simple house tradition, combining hip and gable roof forms with wide, livable porches, and broad overhanging eaves. Extensive built-in elements define this

style, treating details such as windows and porches as if they were furniture. The horizontal nature is emphasized by exposed rafter tails and knee braces below broad overhanging eaves constructed in rustic-textured building materials. The overall effect is the creation of a natural, warm, and livable home of artful and expressive character.

### Monterey

The Monterey style is a combination of the original Spanish Colonial adobe construction methods with the basic two-story New England colonial house. Prior to this innovation in Monterey, all Spanish colonial houses were of single-story construction. First built in Monterey by Thomas Larkin in 1835, this style introduced two-story residential construction and shingle roofs to California. The style was popularized by the use of simple building forms. Roofs featured gables or hips with broad overhangs, often with exposed rafter tails. Shutters, balconies, verandas, and porches are integral to the Monterey character. Traditionally, the first and second stories had distinctly different cladding material; respectively siding above with stucco and brick veneer base below. The introduction of siding and manufactured materials to the home building scene allowed for the evolution of the Monterey home from strictly Spanish Adobe construction to a hybrid of local form and contemporary materials. Siding, steeper pitched flat tile roofing, and the cantilevered balcony elements on the Monterey house define this native California style.

### Western Farmhouse

The Western Farmhouse represents a practical and picturesque country house. Its beginnings are traced to both Colonial style from New England and the Midwest. As the American frontier moved westward, the American Farmhouse style evolved according to the availability of materials and technological advancements, such as balloon framing. Predominant features of the style are large wrapping front porches with a variety of wood columns and railings. Two story massing, dormers, and symmetrical elevations occur most often in the New England Farmhouse variations. The asymmetrical, casual cottage look, with more decorated appearance, is typical of the Western American Farmhouse. Roof ornamentation is a characteristic detail consisting of cupolas, weathervanes, and dovecotes.

In reviewing the architecture and design of the project, staff determined that the design of the four proposed master plans (which also include three elevation plans and nine color and material alternatives) reflect the level and type of high-quality design features recommended by the White Rock Springs Ranch Design Guidelines. All of the master plans are responsive to views on all four building elevations and include a variety of unique architectural elements that create an interesting streetscape scene including: off-set building shapes and massing, a combination of gable and hip and gable roof forms, architectural projections, recessed second-story elements, decorative enhancements, and varied garage door designs.

Typically, single-family master plans in the SF-designated villages include at least one single-story master plan. In discussing this with the applicant, the applicant indicated

their preference for two-story products given the low number of units in this village (42) and due to their prior approval for Villages 2 and 3 (81 units) which were entirely a single-story product. Staff worked with the applicant to ensure that various rooflines were offered and that single-story elements were provided on the proposed elevations to ensure that the massing of an entirely two-story village was adequately addressed.

The proposed building materials, which include stucco, board and batten siding, stone veneer, wood corbels, wood shutters, multi-paned windows, themed garage doors, decorative light fixtures, and concrete roof tiles, are consistent with the materials recommended by the Design Guidelines. In addition, the proposed project includes distinct (earth-tone) color schemes that will enhance the visual interest of each of the master plans. Taking into consideration the aforementioned architectural details, materials, and colors, staff has determined that the design of the master plans is consistent with the design principles established by the White Rock Springs Ranch Design Guidelines. Furthermore, the applicant has provided optional enhancements to the side and rear elevations that will be required along the side and rear elevations observable from open spaces and major roadways as well as visible elevations on corner lots, pursuant to the White Rock Springs Ranch Design Guidelines. As a result, staff forwards the following design recommendations to the Commission for consideration:

1. This approval is for four, two-story master plans (three building elevations with nine color and material options) for White Rock Springs Ranch Village 9. The applicant shall submit building plans that comply with this approval and the attached building elevations dated June 21, 2021.
2. The design, materials, and colors for White Rock Springs Ranch Village 9 single-family residential units shall be consistent with the submitted building elevations, materials samples, and color scheme to the satisfaction of the Community Development Department.
3. The Community Development Department shall approve the individual lot permits to assure no duplication or repetition of the same house, same roof-line, same elevation style, side-by-side, or across the street from each other.
4. All mechanical equipment shall be ground-mounted and concealed from view of public streets, neighboring properties and nearby higher buildings. For lots abutting the open space areas, mechanical equipment shall be located out of view from open space areas.
5. Decorative light fixtures, consistent with the White Rock Springs Ranch Design Guidelines and unique to each architectural design theme, shall be added to the front and rear building elevation of each Master Plan to the satisfaction of the Community Development Department.

6. A minimum of one tree shall be planted in the front yard of each residential lot within the subdivision. A minimum of two trees are required along the street-side of all corner lots. All front yard irrigation and landscaping shall be installed prior to a Building Permit Final.

These recommendations listed above are included in the conditions of approval presented for consideration by the Planning Commission (Condition No. 12).

### **ENVIRONMENTAL REVIEW**

The City, as lead agency, previously certified an EIR/EIS for the FPASP. Subsequently, the City determined that the White Rock Springs Ranch Subdivision project is entirely consistent with the Folsom Plan Area Specific Plan (FPASP) and therefore the project is exempt from the California Environmental Quality Act as provided by Government Code section 65457 and CEQA Guidelines section 15182. Since that determination was made, none of the events described in Public Resources Code section 21166 or CEQA Guidelines section 15162 (e.g. substantial changes to the project) have occurred. Therefore, no environmental review is required in association with this application.

### **RECOMMENDATION**

Staff recommends approval of the proposed project, subject to the conditions of approval (Conditions 1-14) attached to this report.

### **PLANNING COMMISSION ACTION**

Move to Approve a Residential Design Review Application for 42 single-family residential units as illustrated in Attachments 7 through 9 for the White Rock Springs Ranch Village 9 project (PN 21-096) subject to the findings (Findings A-J) and conditions of approval (Conditions 1-14) attached to this report.

### **GENERAL FINDINGS**

- A. NOTICE OF HEARING HAS BEEN GIVEN AT THE TIME AND IN THE MANNER REQUIRED BY STATE LAW AND CITY CODE.
- B. THE PROJECT IS CONSISTENT WITH THE GENERAL PLAN, THE FOLSOM PLAN AREA SPECIFIC PLAN, AND THE WHITE ROCK SPRINGS RANCH DESIGN GUIDELINES.

### **CEQA FINDINGS**

- C. THE CITY, AS LEAD AGENCY, PREVIOUSLY CERTIFIED AN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN.

- D. THE CITY PREVIOUSLY DETERMINED THAT THE WHITE ROCK SPRINGS RANCH SUBDIVISION PROJECT IS CONSISTENT WITH THE FOLSOM PLAN AREA SPECIFIC PLAN.
- E. THE CITY PREVIOUSLY DETERMINED THAT THE WHITE ROCK SPRINGS RANCH SUBDIVISION PROJECT IS EXEMPT FROM THE REQUIREMENTS OF CEQA PURSUANT TO GOVERNMENT CODE SECTION 65457 AND CEQA GUIDELINES SECTION 15182.
- F. NONE OF THE EVENTS SPECIFIED IN SECTION 21166 OF THE PUBLIC RESOURCES CODE OR SECTION 15162 OF THE CEQA GUIDELINES HAVE OCCURRED.
- G. NO ADDITIONAL ENVIRONMENTAL REVIEW IS REQUIRED FOR THIS APPLICATION.

**DESIGN REVIEW FINDINGS**

- H. THE PROJECT IS IN COMPLIANCE WITH THE GENERAL PLAN, THE FOLSOM PLAN AREA SPECIFIC PLAN, AND THE APPLICABLE ZONING ORDINANCES.
- I. THE PROJECT IS IN CONFORMANCE WITH THE WHITE ROCK SPRINGS RANCH DESIGN GUIDELINES.
- J. THE BUILDING MATERIALS, TEXTURES, AND COLORS OF THE PROJECT WILL BE COMPATIBLE WITH SURROUNDING DEVELOPMENT AND CONSISTENT WITH THE GENERAL DESIGN THEME OF THE NEIGHBORHOOD.

## **ATTACHMENT 2 BACKGROUND**

### **BACKGROUND**

On March 22, 2016, the City Council approved a Large-Lot Vesting Tentative Subdivision Map, Small-Lot Vesting Tentative Subdivision Map, Project Design Guidelines, Inclusionary Housing Plan, and Amendment No. 1 to the First Amended and Restated Tier 1 Development Agreement for development of a 395-unit single-family residential subdivision (White Rock Springs Ranch Subdivision) on a 138.9-acre property located within the southeast portion of the Folsom Plan Area. The Large-Lot Vesting Tentative Subdivision Map subdivided the subject property into 10 single-family residential lots, 6 open space lots, a portion of a school site, and a portion of a neighborhood park site. The Small-Lot Vesting Tentative Subdivision Map subdivided the large-lot residential parcels into 395 single-family residential lots. Lastly, the White Rock Springs Ranch Design Guidelines were approved for the orderly development of the proposed single-family residential subdivision. The Small-Lot Vesting Tentative Subdivision Map associated with the project received an automatic three-year extension in 2018 as provided for by the State Subdivision Map Act.

On June 28, 2016, the City Council approved a General Plan Amendment, Specific Plan Amendment, Small-Lot Vesting Tentative Subdivision Map, Project Design Guidelines, Inclusionary Housing Plan, and Amendment No. 1 to the First Amended and Restated Tier 1 Development Agreement for development of a 28-unit single-family residential subdivision (Carr Trust Property Subdivision) on a 14.67-acre property located within the southeast portion of the Folsom Plan Area. The General Plan Amendment changed the General Plan land use designations from MLD and OS to SFHD and OS. The Specific Plan Amendment changed the Specific Plan land use designations from SP-OS2 and SP-MLD to SP-OS2 and SP-SFHD-PD. The Small-Lot Vesting Tentative Subdivision Map subdivided one of the subject parcels into 28 single-family residential lots.

On October 16, 2019, the Planning Commission approved a Residential Design Review Application submitted by Richmond American Homes for 121 single-family residential units situated within the previously approved White Rock Springs Ranch Village 1 and Carr Trust Subdivision projects. The aforementioned Design Review approval included eight (8) individual master plans with three (3) distinct California heritage-themed architectural styles (Craftsman, Spanish Colonial, and Western Farmhouse) and eighteen (18) color and material alternatives.

On June 17, 2020, the Planning Commission approved a Residential Design Review Application submitted by JMC Homes for 86 single-family residential units situated within the previously approved White Rock Springs Ranch Villages 8 and 9 Subdivision project. The aforementioned Design Review approval included ten (10) individual master plans with three (3) distinct California heritage-themed architectural styles

(Craftsman, Spanish Colonial, and French Cottage) and fifteen (15) color and material alternatives.

On December 2, 2020, the Planning Commission approved a Residential Design Review Application submitted by Lennar Homes for 135 single-family residential units situated within the previously approved White Rock Springs Ranch Villages 4-7 Subdivision project. The aforementioned Design Review approval included seven (7) individual master plans with five (5) distinct California heritage-themed architectural styles (California Wine Country, California Prairie, Craftsman, Spanish, and Western Farmhouse) and eighteen (18) color and material alternatives

On February 3, 2021, the Planning Commission approved a Residential Design Review Application submitted by Richmond American Homes for 81 traditional single-family residential units located within Villages 2-3 of the previously approved White Rock Springs Ranch Subdivision. In particular, the applicant requested Design Review approval for six individual master plans. Three distinct California heritage-themed architectural styles and nine color and material alternatives are incorporated among the six master plans.

<b>GENERAL PLAN DESIGNATION</b>	SF (Single-Family)
<b>SPECIFIC PLAN DESIGNATION</b>	SP-SF (Folsom Plan Area Specific Plan, Single-Family District)
<b>ADJACENT LAND USES/ZONING</b>	North: Grand Prairie Road with Undeveloped Residential Land (SP-SFHD) Beyond South: White Rock Springs Ranch Village 8 (SP-SF) East: Future Elementary School (SP-PQP) and Future Park (SP-P) Sites with Empire Ranch Road Beyond West: Open Space (SP-OS2) with Savannah Parkway Beyond
<b>SITE CHARACTERISTICS</b>	The project site is currently in the process of being graded. Site improvements (underground utilities, roadways, curbs, gutters, sidewalks, etc.) are under construction.

**APPLICABLE CODES**

FPASP (Folsom Plan Area Specific Plan)  
White Rock Springs Ranch Design  
Guidelines  
FMC Chapter 17.06, Design Review



# **Attachment 3**

## **Conditions of Approval**

<b>CONDITIONS OF APPROVAL FOR WHITE ROCK SPRINGS RANCH VILLAGE 9            RESIDENTIAL DESIGN REVIEW PROJECT (PN 21-096)            NORTHWEST CORNER OF MANGINI PARKWAY AND ROCK SPRINGS RANCH ROAD WITHIN FOLSOM PLAN AREA</b>				
	<b>Mitigation Measure</b>	<b>Condition/Mitigation Measure</b>	<b>When Required</b>	<b>Responsible Department</b>
1.		<p>The applicant shall submit final site development plans to the Community Development Department that shall substantially conform to the exhibits referenced below:</p> <ul style="list-style-type: none"> <li>• Site/Preliminary Tree Master Plan Exhibit, Typical Front Yard Conceptual Landscape Plan Exhibit, Preliminary Fencing Details, Dated April 30, 2021</li> <li>• Street Scene Exhibit</li> <li>• Building Elevations and Floor Plans, dated June 21, 2021</li> <li>• Exterior Colors and Materials</li> </ul> <p>This project approval is for the White Rock Springs Ranch Village 9 Residential Design Review (PN 21-096), which includes design review approval for 42 traditional single-family residential units located within Village 9 of the previously approved White Rock Springs Ranch Subdivision project. Implementation of the project shall be consistent with the above-referenced items as modified by these conditions of approval.</p>	B	CD (P)(E)
2.		<p>Building plans shall be submitted to the Community Development Department for review and approval to ensure conformance with this approval and with relevant codes, policies, standards and other requirements of the City of Folsom.</p>	B	CD (P)(E)(B)
3.		<p>The project approvals granted under this staff report (Residential Design Review) shall remain in effect for two years from final date of approval (August 4, 2023). Failure to obtain the relevant building (or other) permits within this time period, without the subsequent extension of this approval, shall result in the termination of this approval.</p>	B	CD (P)

<b>CONDITIONS OF APPROVAL FOR WHITE ROCK SPRINGS RANCH VILLAGE 9                      RESIDENTIAL DESIGN REVIEW PROJECT (PN 21-096)                      NORTHWEST CORNER OF MANGINI PARKWAY AND ROCK SPRINGS RANCH ROAD WITHIN FOLSOM PLAN AREA</b>				
	<b>Mitigation Measure</b>	<b>Condition/Mitigation Measure</b>	<b>When Required</b>	<b>Responsible Department</b>
4.		<p>The owner/applicant shall defend, indemnify, and hold harmless the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, employees, or legislative body concerning the project. The City will promptly notify the owner/applicant of any such claim, action or proceeding, and will cooperate fully in the defense. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur:</p> <ul style="list-style-type: none"> <li>• The City bears its own attorney’s fees and costs; and</li> <li>• The City defends the claim, action or proceeding in good faith</li> </ul> <p>The owner/applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the owner/applicant.</p>	OG	CD (P)(E)(B) PW, PR, FD, PD, NS
<b>DEVELOPMENT COSTS AND FEE REQUIREMENTS</b>				
5.		The owner/applicant shall pay all applicable taxes, fees and charges at the rate and amount in effect at the time such taxes, fees and charges become due and payable.	B	CD (P)(E)
6.		If applicable, the owner/applicant shall pay off any existing assessments against the property, or file necessary segregation request and pay applicable fees.	B	CD (E)
7.		The City, at its sole discretion, may utilize the services of outside legal counsel to assist in the implementation of this project, including, but not limited to, drafting, reviewing and/or revising agreements and/or other documentation for the project. If the City utilizes the services of such outside legal counsel, the applicant shall reimburse the City for all outside legal fees and costs incurred by the City for such services. The applicant may be required, at the sole discretion of the City Attorney, to submit a deposit to the City for these services prior to initiation of the services. The applicant shall be responsible for reimbursement to the City for the services regardless of whether a deposit is required.	B	CD (P)(E)

<b>CONDITIONS OF APPROVAL FOR WHITE ROCK SPRINGS RANCH VILLAGE 9            RESIDENTIAL DESIGN REVIEW PROJECT (PN 21-096)            NORTHWEST CORNER OF MANGINI PARKWAY AND ROCK SPRINGS RANCH ROAD WITHIN FOLSOM PLAN AREA</b>				
	<b>Mitigation Measure</b>	<b>Condition/Mitigation Measure</b>	<b>When Required</b>	<b>Responsible Department</b>
8.		If the City utilizes the services of consultants to prepare special studies or provide specialized design review or inspection services for the project, the applicant shall reimburse the City for actual costs it incurs in utilizing these services, including administrative costs for City personnel. A deposit for these services shall be provided prior to initiating review of the Final Map, improvement plans, or beginning inspection, whichever is applicable.	B	CD (P)(E)
9.		This project shall be subject to all City-wide development impact fees, unless exempt by previous agreement. This project shall be subject to all City-wide development impact fees in effect at such time that a building permit is issued. These fees may include, but are not limited to, fees for fire protection, park facilities, park equipment, Humbug-Willow Creek Parkway, Light Rail, TSM, capital facilities and traffic impacts. The 90-day protest period for all fees, dedications, reservations or other exactions imposed on this project will begin on the date of final approval (June 17, 2020). The fees shall be calculated at the fee rate in effect at the time of building permit issuance.	B	CD (P)(E), PW, PK
10.		The owner/applicant agrees to pay to the Folsom-Cordova Unified School District the maximum fee authorized by law for the construction and/or reconstruction of school facilities. The applicable fee shall be the fee established by the School District that is in effect at the time of the issuance of a building permit. Specifically, the owner/applicant agrees to pay any and all fees and charges and comply with any and all dedications or other requirements authorized under Section 17620 of the Education Code; Chapter 4.7 (commencing with Section 65970) of the Government Code; and Sections 65995, 65995.5 and 65995.7 of the Government Code.	B	CD (P)

**ARCHITECTURE/SITE DESIGN REQUIREMENTS**

11.		Final exterior building and site lighting plans shall be submitted for review and approval by Community Development Department for aesthetics, level of illumination, glare and trespass prior to the issuance of any building permits. The exterior building and site lighting will be required to achieve energy efficient standards by installing high-intensity discharge (mercury vapor, high-pressure sodium, or similar) lamps. Lighting shall be equipped with a timer or photo condenser. Lighting shall be designed to be directed downward onto the project site and away from adjacent properties and public rights-of-way.	B	CD (P)
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12.		<p>The project shall comply with the following architecture and design requirements:</p> <ol style="list-style-type: none"> <li>1. This approval is for four, two-story master plans (three building elevations with nine color and material options) for White Rock Springs Ranch Village 9. The applicant shall submit building plans that comply with this approval and the attached building elevations dated June 21, 2021.</li> <li>2. The design, materials, and colors for White Rock Springs Ranch Village 9 single-family residential units shall be consistent with the submitted building elevations, materials samples, and color scheme to the satisfaction of the Community Development Department.</li> <li>3. The Community Development Department shall approve the individual lot permits to assure no duplication or repetition of the same house, same roof-line, same elevation style, side-by-side, or across the street from each other.</li> <li>4. All mechanical equipment shall be ground-mounted and concealed from view of public streets, neighboring properties and nearby higher buildings. For lots abutting the open space areas, mechanical equipment shall be located out of view from open space areas.</li> <li>5. Decorative light fixtures, consistent with the White Rock Springs Ranch Design Guidelines and unique to each architectural design theme, shall be added to the front and rear building elevation of each Master Plan to the satisfaction of the Community Development Department.</li> <li>6. A minimum of one tree shall be planted in the front yard of each residential lot within the subdivision, per Section 12.16.190 of the Folsom Municipal Code. A minimum of two trees are required along the street-side of all corner lots, per Section 12.16.190 of the Folsom Municipal Code. All front yard irrigation and landscaping shall be installed prior to a Building Permit Final. Side yard fencing shall remain in the locations shown in Attachment No. 5.</li> </ol>	B	CD (P) (B)
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<b>FIRE DEPARTMENT REQUIREMENT</b>				
13.		The building shall have illuminated addresses visible from the street or drive fronting the property. Size and location of address identification shall be reviewed and approved by the Fire Marshal.	B	FD
<b>POLICE/SECURITY REQUIREMENT</b>				
14.		The owner/applicant shall consult with the Police Department in order to incorporate all reasonable crime prevention measures. The following security/safety measures shall be required: <ul style="list-style-type: none"> <li>• A security guard shall be on-duty at all times at the site or another approved security measure shall be in place including but not limited to a six-foot security fence shall be constructed around the perimeter of construction areas. (This requirement shall be included on the approved construction drawings).</li> <li>• Security measures for the safety of all construction equipment and unit appliances shall be employed.</li> <li>• Landscaping shall not cover exterior doors or windows, block line-of-sight at intersections or screen overhead lighting.</li> </ul>	B	PD

**CONDITIONS**

See attached tables of conditions for which the following legend applies.

<b>RESPONSIBLE DEPARTMENT</b>		<b>WHEN REQUIRED</b>	
CD	Community Development Department Planning Division Engineering Division Building Division Fire Division	I	Prior to approval of Improvement Plans
(P)		M	Prior to approval of Final Map
(E)		B	Prior to issuance of first Building Permit
(B)		O	Prior to approval of Occupancy Permit
(F)		G	Prior to issuance of Grading Permit
PW		Public Works Department	DC
PR	Park and Recreation Department	OG	On-going requirement
PD	Police Department		

# **Attachment 4**

## **Vicinity Map**



# Vicinity Map

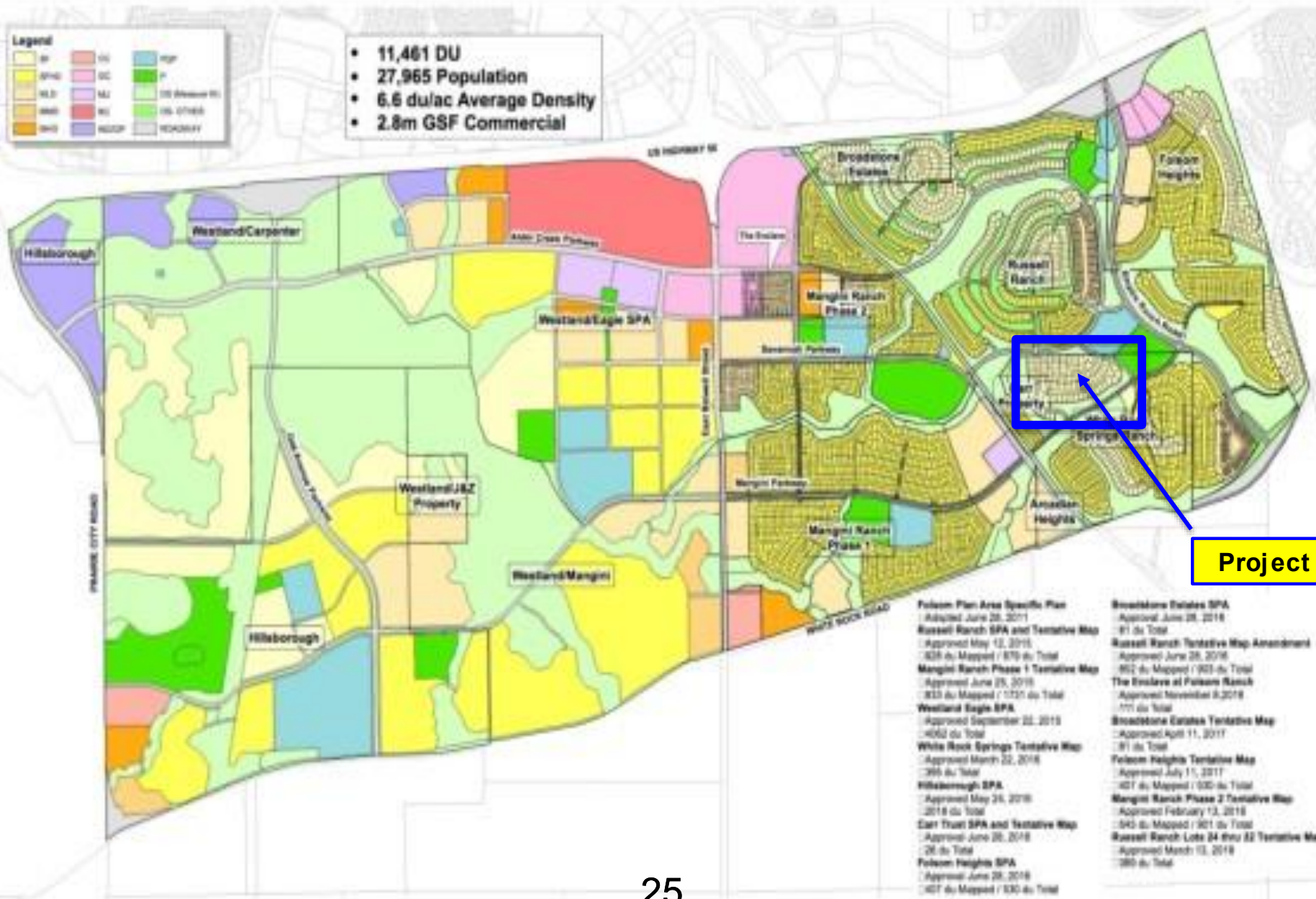


CITY OF  
**FOLSOM**

**Legend**

SP	SG	HP
SPND	SC	P
WLD	ML	DR (Municipal)
SWD	SL	DR (Other)
SWND	NSDP	RECREATION

- 11,461 DU
- 27,965 Population
- 6.6 du/ac Average Density
- 2.8m GSF Commercial



**Project Site**

- |  |   |
|--|---|
| <p><b>Folsom Plan Area Specific Plan</b><br/>- Adopted June 28, 2011</p> <p><b>Russell Ranch SPA and Tentative Map</b><br/>- Approved May 12, 2016<br/>- 824 du Mapped / 870 du Total</p> <p><b>Mangini Ranch Phase 1 Tentative Map</b><br/>- Approved June 25, 2016<br/>- 833 du Mapped / 1031 du Total</p> <p><b>Westland Eagle SPA</b><br/>- Approved September 22, 2016<br/>- 402 du Total</p> <p><b>White Rock Springs Tentative Map</b><br/>- Approved March 22, 2016<br/>- 295 du Total</p> <p><b>Hillborough SPA</b><br/>- Approved May 24, 2016<br/>- 218 du Total</p> <p><b>East Trust SPA and Tentative Map</b><br/>- Approved June 28, 2016<br/>- 26 du Total</p> <p><b>Folsom Heights SPA</b><br/>- Approved June 28, 2016<br/>- 407 du Mapped / 530 du Total</p> | <p><b>Broadslope Estates SPA</b><br/>- Approved June 28, 2016<br/>- 81 du Total</p> <p><b>Russell Ranch Tentative Map Amendment</b><br/>- Approved June 28, 2016<br/>- 602 du Mapped / 903 du Total</p> <p><b>The Enclave at Folsom Ranch</b><br/>- Approved November 8, 2016<br/>- 771 du Total</p> <p><b>Broadslope Estates Tentative Map</b><br/>- Approved April 11, 2017<br/>- 81 du Total</p> <p><b>Folsom Heights Tentative Map</b><br/>- Approved July 11, 2017<br/>- 407 du Mapped / 530 du Total</p> <p><b>Mangini Ranch Phase 2 Tentative Map</b><br/>- Approved February 13, 2018<br/>- 343 du Mapped / 501 du Total</p> <p><b>Russell Ranch Lots 24 thru 32 Tentative Map</b><br/>- Approved March 13, 2018<br/>- 280 du Total</p> |
|--|---|

## **Attachment 5**

**Site/Preliminary Tree Master Plan Exhibit,  
Typical Front Yard Conceptual Landscape Plan  
Exhibit, Preliminary Fencing Details, Dated April  
30, 2021**

PRELIMINARY TREE MASTER PLAN - SHEET 1 OF 4  
**STONE HAVEN**  
 FOLSOM, CALIFORNIA  
 APRIL 30, 2021



**PLANT SCHEDULE**

TREES	BOTANICAL / COMMON NAME	SIZE	WATER USE	QTY	PERCENTAGE
	ACER TRUNCATUM / SHANTUNG MAPLE	24"BOX	MEDIUM	11	10.5%
	ARBUTUS X 'MARINA' / ARBUTUS STANDARD	15 GAL	LOW	15	14.3%
	CHIONANTHUS RETUSUS / CHINESE FRINGE TREE	24"BOX	MEDIUM	10	9.5%
	ERIBOTRYA DEFLEXA / BRONZE LOQUAT MULTI-TRUNK	24"BOX	MEDIUM	8	7.6%
	LAGERSTROEMIA X 'MUSKOGEE' / LAVENDER CRAPE MYRTLE MULTI-TRUNK	15 GAL	LOW	13	12.4%
	MALUS X 'PRAIRIFIRE' / PRAIRIFIRE CRABAPPLE	24"BOX	MEDIUM	13	12.4%
	NYSSA SYLVATICA / SOUR GUM	24"BOX	MEDIUM	7	6.7%
	TILIA CORDATA / LITTLELEAF LINDEN	24"BOX	MEDIUM	14	13.3%
	ZELKOVA SERRATA 'JFS-KW1' TM / CITY SPRITE ZELKOVA	15 GAL	MEDIUM	14	13.3%

**TREE PLANTING NOTES**

1. ALL TREES SHALL BE LOCATED AT LEAST TEN FEET (10') FROM ALL FIRE HYDRANTS.
2. ALL TREES SHALL BE LOCATED A MINIMUM TWENTY (20') FROM ALL STREET LIGHTS.
3. ALL TREES PLANTED WITHIN EIGHT FEET (8') OF HARDSCAPE OR THE DISTANCE SPECIFIED ON THE FOLSOM MASTER TREE LIST (WHICHEVER IS GREATER) SHALL BE INSTALLED WITH ROOT BARRIER PANELS.
3. PROPOSED TREE LOCATIONS ARE BASED ON STANDARD JOINT TRENCH LOCATIONS. TREE LOCATIONS SHOWN ARE INTENDED TO HELP DEFINE QUANTITY OF TREES TO BE INSTALLED ON EACH RESIDENTIAL LOT. FINAL TREE LOCATIONS TO BE DETERMINED WHEN FINAL UTILITY LOCATIONS ARE PROVIDED. TREE PLACEMENT MAY BE ADJUSTED BUT THE TREE QUANTITIES PER LOT SHALL REMAIN AS SHOWN.
4. TREE SYMBOLS ARE SHOWN AT ROUGHLY 85% OF THEIR MATURE SIZE TO DEMONSTRATE SUFFICIENT ROOM FOR TREE GROWTH AND HEALTH.

**PLANTING NOTES**

1. LANDSCAPE WILL UTILIZE LOW AND MEDIUM WATER USE PLANT MATERIAL.
2. ALL SHRUB AND GROUNDCOVER AREAS ARE TO RECEIVE A 3" LAYER OF BARK MULCH. MULCH TO BE MEDIUM SIZED WALK-ON-BARK.
3. PROPOSED TREE LOCATIONS ARE BASED ON STANDARD JOINT TRENCH LOCATIONS. TREE LOCATIONS SHOWN ARE INTENDED TO HELP DEFINE QUANTITY OF TREES TO BE INSTALLED ON EACH RESIDENTIAL LOT. FINAL TREE LOCATIONS TO BE DETERMINED WHEN FINAL UTILITY LOCATIONS ARE DETERMINED. TREE PLACEMENT MAY BE ADJUSTED BUT THE TREE QUANTITIES PER LOT SHALL REMAIN AS SHOWN.
4. TREE SYMBOLS ARE SHOWN AT ROUGHLY 85% OF THEIR MATURE SIZE TO DEMONSTRATE SUFFICIENT ROOM FOR TREE GROWTH AND HEALTH.

**IRRIGATION NOTES**

1. IRRIGATION DESIGN FOR THE SITE WILL COMPLY WITH THE WATER EFFICIENT LANDSCAPE ORDINANCE (W.E.L.O.). ALL NECESSARY W.E.L.O. DOCUMENTATION INCLUDING WATER CALCULATIONS, AND CERTIFICATES SHALL BE SUBMITTED WITH THE LANDSCAPE IMPROVEMENT PLANS FOR REVIEW AND APPROVAL.
2. IRRIGATION SYSTEMS WILL BE AUTOMATICALLY CONTROLLED BY A W.E.L.O. COMPLIANT SMART CONTROLLER WITH RAIN SHUT-OFF SENSOR.
3. IRRIGATION DESIGN WILL UTILIZE HYDRO ZONING WHERE PLANTS ARE GROUPED ONTO SEPARATE VALVES ACCORDING TO SUN EXPOSURE AND WATER USE.
4. THE IRRIGATION SYSTEM WILL CONSIST PRIMARILY OF LOW FLOW HIGH EFFICIENCY DRIP APPLICATION FOR SHRUBS AND GROUNDCOVERS, AND BUBBLERS FOR TREES.

**WOOD RODGERS**  
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME  
 3301 C St, Bldg. 100-B Tel 916.341.7760  
 Sacramento, CA 95818 Fax 916.341.7767

J:\2000-s\3538\_White Rock Springs Ranch\3538001\_MRSR\_V9\Landscaping\Arboretum\Exh-01-DSP-TreeMaster-DPT-Master-V9.dwg 7/28/2021 11:14 AM Ashley Christensen

# TYPICAL FRONT YARD CONCEPTUAL LANDSCAPE PLAN - SHEET 2 OF 4

## STONE HAVEN

FOLSOM, CALIFORNIA

APRIL 30, 2021



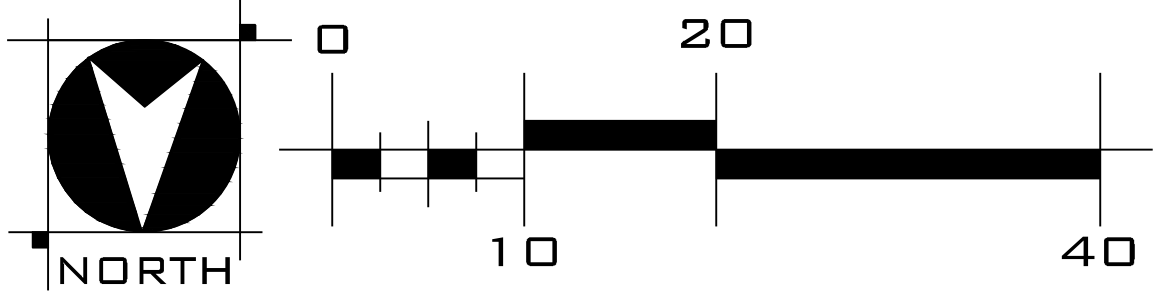
### PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	WATER USE
ST	STREET TREE REFER TO STREET TREE MASTER PLAN	-	-
AT	ACCENT TREE REFER TO STREET TREE MASTER PLAN	-	-
SHRUBS	BOTANICAL / COMMON NAME	SIZE	WATER USE
A	SMALL FOUNDATION SHRUB (ALTERNATE SP. PER LOT)	-	-
	DIETES VEGETA 'VARIEGATA' / VARIEGATED AFRICAN IRIS	5 GAL	LOW
	EUONYMUS J. 'MICROPHYLLA' / BOXLEAF EUONYMUS	5 GAL	LOW
	LOMANDRA LONGIFOLIA 'BREEZE' / MAT RUSH	5 GAL	LOW
	WESTRINGIA FRUTICOSA 'MUNDI' / MUNDI COAST ROSEMARY	5 GAL	LOW
B	MEDIUM FOUNDATION SHRUB (ALTERNATE SP. PER LOT)	-	-
	CALLISTEMON C. 'LITTLE JOHN' / DWARF BOTTLEBRUSH	5 GAL	LOW
	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS RANGER	5 GAL	LOW
	MYRTUS COMMUNIS 'COMPACTA' / DWARF MYRTLE	5 GAL	LOW
	RHAPHIOLEPIS I. 'BALLERINA' / INDIAN HAWTHORN	5 GAL	LOW
C	LARGE FOUNDATION SHRUB (ALTERNATE SP. PER LOT)	-	-
	PHORMIUM T. 'ATROPURPUREUM' / NEW ZEALAND FLAX	5 GAL	LOW
	PRUNUS CAROLINIANA 'BRIGHT N TIGHT' / CAROLINA LAUREL CHERRY	5 GAL	LOW
	RHAMNUS CALIFORNICA 'EVE CASE' / CALIFORNIA COFFEEBERRY	5 GAL	LOW
	XYLOSMA CONGESTUM / SHINY XYLOSMA	5 GAL	LOW
D	FOLIAGE ACCENT SHRUB (ALTERNATE SP. PER LOT)	-	-
	ACACIA COGNATA 'ACCOGO' / COUSIN ITT LITTLE RIVER WATTLE	5 GAL	LOW
	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	5 GAL	LOW
	MANDINA DOMESTICA 'GULF STREAM' / HEAVENLY BAMBOO	5 GAL	LOW
	PHORMIUM TENAX 'TOM THUMB' / DWARF GREEN FLAX	5 GAL	LOW
E	FLOWERING ACCENT SHRUB (ALTERNATE SP. PER LOT)	-	-
	GAURA L. 'WHIRLING BUTTERFLIES' / WHIRLING BUTTERFLIES GAURA	5 GAL	LOW
	GREVILLEA LANIGERA 'COASTAL GEM' / COASTAL GEM GREVILLEA	5 GAL	LOW
	HEMEROCALLIS X 'MONOLD' / EVERGREEN DAYLILY	5 GAL	LOW
	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE	5 GAL	LOW
F	TALL COLUMNAR TREE/SHRUB (ALTERNATE SP. PER LOT)	-	-
	CALLISTEMON VIMINALIS 'SLIM' / BOTTLEBRUSH	15 GAL	LOW
	CUPRESSUS S. 'TINY TOWERS' / ITALIAN CYPRESS	15 GAL	MEDIUM
	PODOCARPUS M. 'MAKI' / PODOCARPUS	15 GAL	MEDIUM
	PODOCARPUS M. 'ICEE BLUE' / ICEE BLUE YELLOW WOOD	15 GAL	MEDIUM
G	RAIN GARDEN SHRUB (ALTERNATE SP. PER LOT)	-	-
	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLONDE AMBITION BLUE GRAMA	5 GAL	LOW
	CALAMAGROSTIS 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS	5 GAL	LOW
	FESTUCA GLAUCA / BLUE FESCUE	5 GAL	LOW
	LOMANDRA LONGIFOLIA 'BREEZE' TM / BREEZE MAT RUSH	5 GAL	LOW
GROUND COVERS	BOTANICAL / COMMON NAME	SIZE	WATER USE
GC	GROUNDCOVERS - 36" O.C. TYP (ALTERNATE SPECIES PER LOT)	-	-
	BACCHARIS PILULARIS 'PIGEON POINT' / PIGEON POINT COYOTE BRUSH	1 GAL	LOW
	MYOPORIUM PARVIFOLIUM 'PROSTRATUM' / MYOPORIUM	1 GAL	LOW
	ROSMARINUS OFFICINALIS 'PROSTRATUS' / DWARF ROSEMARY	1 GAL	LOW
	VERBENA PERUVIANA / PERUVIAN VERBENA	1 GAL	LOW

THIS EXHIBIT ILLUSTRATES THE TYPICAL FRONT YARD LANDSCAPE CONDITION. ALL HOUSE FOOTPRINTS SHALL ADHERE TO THE REQUIRED SETBACKS PER THE CIVIL FIT LIST.

REFER TO SHEET 1 FOR TREE, PLANTING AND IRRIGATION NOTES.

REFER TO SHEET 4 FOR FENCING DETAILS



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# TYPICAL FRONT YARD CONCEPTUAL LANDSCAPE PLAN - SHEET 3 OF 4

## STONE HAVEN

FOLSOM, CALIFORNIA

APRIL 30, 2021



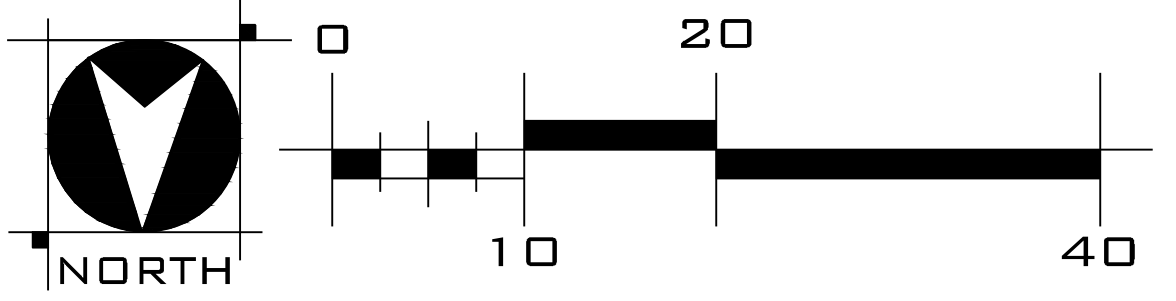
### PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	WATER USE
	'ST' / STREET TREE REFER TO STREET TREE MASTER PLAN	-	-
	'AT' / ACCENT TREE REFER TO STREET TREE MASTER PLAN	-	-
SHRUBS	BOTANICAL / COMMON NAME	SIZE	WATER USE
	'A' / SMALL FOUNDATION SHRUB (ALTERNATE SP. PER LOT)		
	DIETES VEGETA 'VARIEGATA' / VARIEGATED AFRICAN IRIS	5 GAL	LOW
	EUONYMUS J. 'MICROPHYLLA' / BOXLEAF EUONYMUS	5 GAL	LOW
	LOMANDRA LONGIFOLIA 'BREEZE' / MAT RUSH	5 GAL	LOW
	WESTRINGIA FRUTICOSA 'MUNDI' / MUNDI COAST ROSEMARY	5 GAL	LOW
	'B' / MEDIUM FOUNDATION SHRUB (ALTERNATE SP. PER LOT)		
	CALLISTEMON C. 'LITTLE JOHN' / DWARF BOTTLEBRUSH	5 GAL	LOW
	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS RANGER	5 GAL	LOW
	MYRTUS COMMUNIS 'COMPACTA' / DWARF MYRTLE	5 GAL	LOW
	RHAPHIOLEPIS L. 'BALLERINA' / INDIAN HAWTHORN	5 GAL	LOW
	'C' / LARGE FOUNDATION SHRUB (ALTERNATE SP. PER LOT)		
	PHORMIUM T. 'ATROPURPUREUM' / NEW ZEALAND FLAX	5 GAL	LOW
	PRUNUS CAROLINIANA 'BRIGHT N TIGHT' / CAROLINA LAUREL CHERRY	5 GAL	LOW
	RHAMNUS CALIFORNICA 'EVE CASE' / CALIFORNIA COFFEEBERRY	5 GAL	LOW
	XYLOSMA CONGESTUM / SHINY XYLOSMA	5 GAL	LOW
	'D' / FOLIAGE ACCENT SHRUB (ALTERNATE SP. PER LOT)		
	ACACIA COGNATA 'ACCOGOY' / COUSIN ITT LITTLE RIVER WATTLE	5 GAL	LOW
	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	5 GAL	LOW
	NANDINA DOMESTICA 'GULF STREAM' / HEAVENLY BAMBOO	5 GAL	LOW
	PHORMIUM TENAX 'TOM THUMB' / DWARF GREEN FLAX	5 GAL	LOW
	'E' / FLOWERING ACCENT SHRUB (ALTERNATE SP. PER LOT)		
	GAURA L. 'WHIRLING BUTTERFLIES' / WHIRLING BUTTERFLIES GAURA	5 GAL	LOW
	GREVILLEA LANIGERA 'COASTAL GEM' / COASTAL GEM GREVILLEA	5 GAL	LOW
	HEMEROCALLIS X 'MONOLD' / EVERGREEN DAYLILY	5 GAL	LOW
	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE	5 GAL	LOW
	'F' / TALL COLUMNAR TREE/SHRUB (ALTERNATE SP. PER LOT)		
	CALLISTEMON VIMINALIS 'SLIM' / BOTTLEBRUSH	15 GAL	LOW
	CUPRESSUS S. 'TINY TOWERS' / ITALIAN CYPRESS	15 GAL	MEDIUM
	PODOCARPUS M. 'MAKI' / PODOCARPUS	15 GAL	MEDIUM
	PODOCARPUS M. 'ICEE BLUE' / ICEE BLUE YELLOW WOOD	15 GAL	MEDIUM
	'G' / RAIN GARDEN SHRUB (ALTERNATE SP. PER LOT)		
	BOUTELOUA GRACILIS 'BLONDE AMBITION' / BLONDE AMBITION BLUE GRAMA	5 GAL	LOW
	CALAMAGROSTIS 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS	5 GAL	LOW
	FESTUCA GLAUCA / BLUE FESCUE	5 GAL	LOW
	LOMANDRA LONGIFOLIA 'BREEZE' TM / BREEZE MAT RUSH	5 GAL	LOW
GROUND COVERS	BOTANICAL / COMMON NAME	SIZE	WATER USE
	'GC' / GROUNDCOVERS - 36" O.C. TYP (ALTERNATE SPECIES PER LOT)		
	BACCHARIS PILULARIS 'PIGEON POINT' / PIGEON POINT COYOTE BRUSH	1 GAL	LOW
	MYOPORUM PARVIFOLIUM 'PROSTRATUM' / MYOPORUM	1 GAL	LOW
	ROSMARINUS OFFICINALIS 'PROSTRATUS' / DWARF ROSEMARY	1 GAL	LOW
	VERBENA PERUVIANA / PERUVIAN VERBENA	1 GAL	LOW

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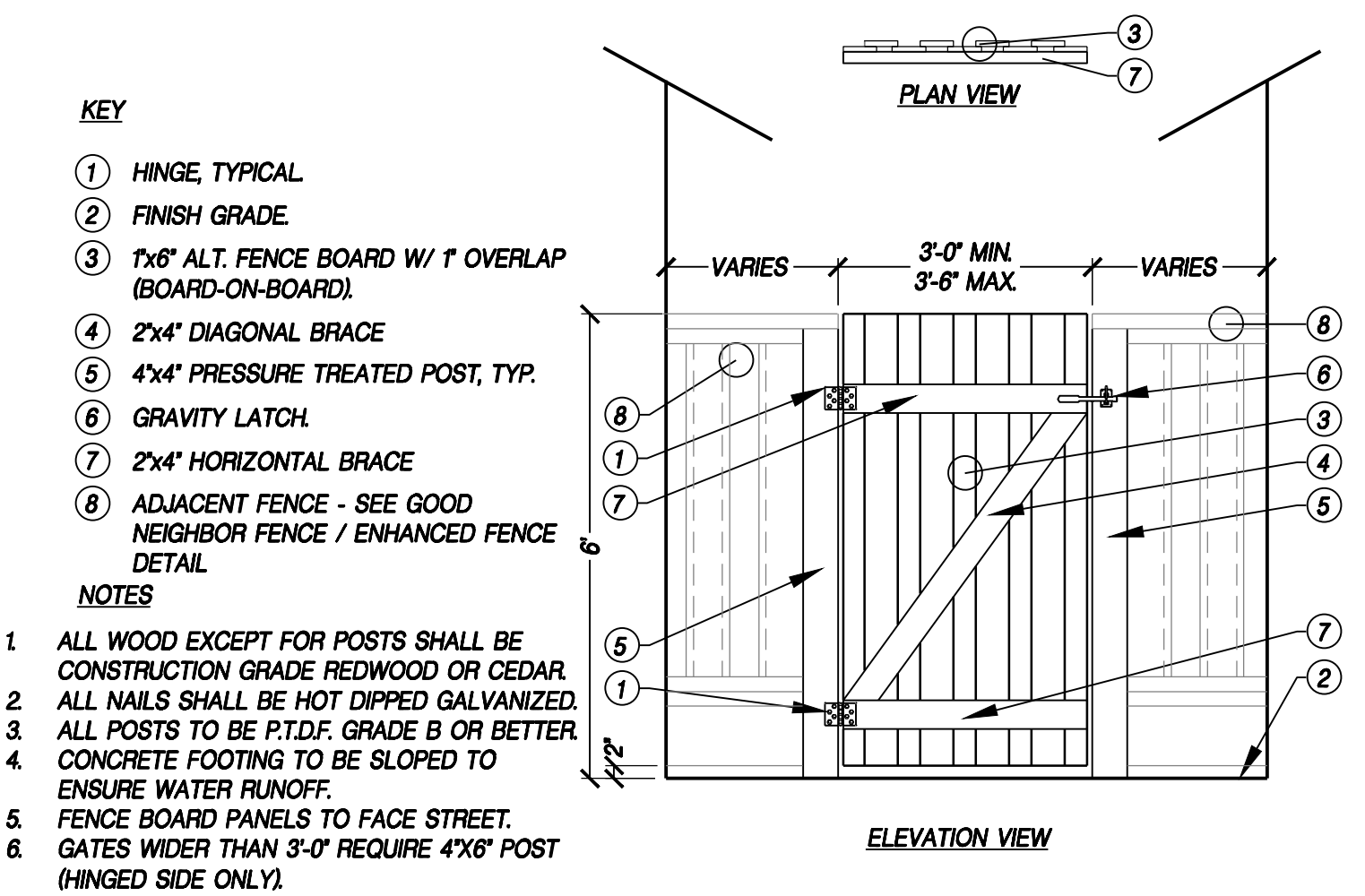
**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C St, Bldg. 100-B  
Sacramento, CA 95818

Tel 916.341.7760  
Fax 916.341.7767

J:\2000-s\3538\_White Rock Springs Ranch\35380013\_MRSR\_V9\Landscaping\shh1015\1-EVF-03-05P-TYP-CPI-09.dwg 4/28/2021 11:20 AM Ashley Christensen

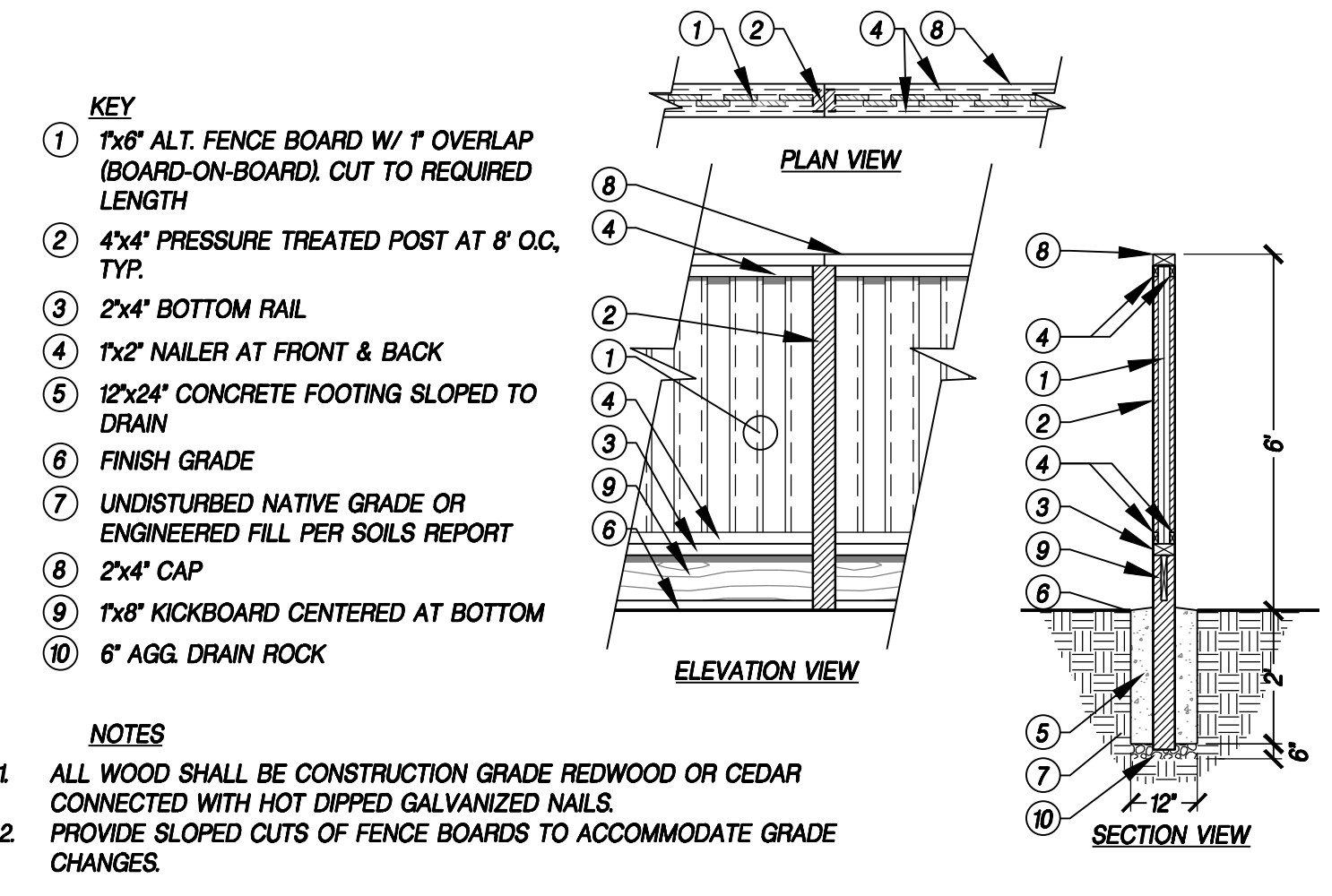
PRELIMINARY FENCING DETAILS - SHEET 4 OF 4  
**STONE HAVEN**  
 FOLSOM, CALIFORNIA  
 APRIL 30, 2021



- KEY**
- ① HINGE, TYPICAL
  - ② FINISH GRADE
  - ③ 1x6" ALT. FENCE BOARD W/ 1" OVERLAP (BOARD-ON-BOARD)
  - ④ 2x4" DIAGONAL BRACE
  - ⑤ 4x4" PRESSURE TREATED POST, TYP.
  - ⑥ GRAVITY LATCH
  - ⑦ 2x4" HORIZONTAL BRACE
  - ⑧ ADJACENT FENCE - SEE GOOD NEIGHBOR FENCE / ENHANCED FENCE DETAIL

- NOTES**
1. ALL WOOD EXCEPT FOR POSTS SHALL BE CONSTRUCTION GRADE REDWOOD OR CEDAR.
  2. ALL NAILS SHALL BE HOT DIPPED GALVANIZED.
  3. ALL POSTS TO BE P.T.D.F. GRADE B OR BETTER.
  4. CONCRETE FOOTING TO BE SLOPED TO ENSURE WATER RUNOFF.
  5. FENCE BOARD PANELS TO FACE STREET.
  6. GATES WIDER THAN 3'-0" REQUIRE 4x6" POST (HINGED SIDE ONLY).

**A** WOOD GATE (BOARD-ON-BOARD)  
 NTS P-SW-02



- KEY**
- ① 1x6" ALT. FENCE BOARD W/ 1" OVERLAP (BOARD-ON-BOARD). CUT TO REQUIRED LENGTH
  - ② 4x4" PRESSURE TREATED POST AT 8' O.C. TYP.
  - ③ 2x4" BOTTOM RAIL
  - ④ 1x2" NAILER AT FRONT & BACK
  - ⑤ 12x24" CONCRETE FOOTING SLOPED TO DRAIN
  - ⑥ FINISH GRADE
  - ⑦ UNDISTURBED NATIVE GRADE OR ENGINEERED FILL PER SOILS REPORT
  - ⑧ 2x4" CAP
  - ⑨ 1x6" KICKBOARD CENTERED AT BOTTOM
  - ⑩ 6" AGG. DRAIN ROCK

- NOTES**
1. ALL WOOD SHALL BE CONSTRUCTION GRADE REDWOOD OR CEDAR CONNECTED WITH HOT DIPPED GALVANIZED NAILS.
  2. PROVIDE SLOPED CUTS OF FENCE BOARDS TO ACCOMMODATE GRADE CHANGES.

**B** 6' WOOD FENCE (BOARD-ON-BOARD)  
 NTS C-RAH-01

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 Sacramento, CA 95816 Fax 916.341.7767

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# **Attachment 6**

## **Street Scene Exhibit**



TATE  
A ELEVATION  
MONTEREY

DILLON  
B ELEVATION  
FARMHOUSE

PALMER  
C ELEVATION  
CRAFTSMAN

PERRY  
A ELEVATION  
MONTEREY



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STONE HAVEN  
FOLSOM, CALIFORNIA

JOB # : 109-21122



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## **Attachment 7**

### **Building Elevations and Floor Plans, dated June 21, 2021**

# STONE HAVEN

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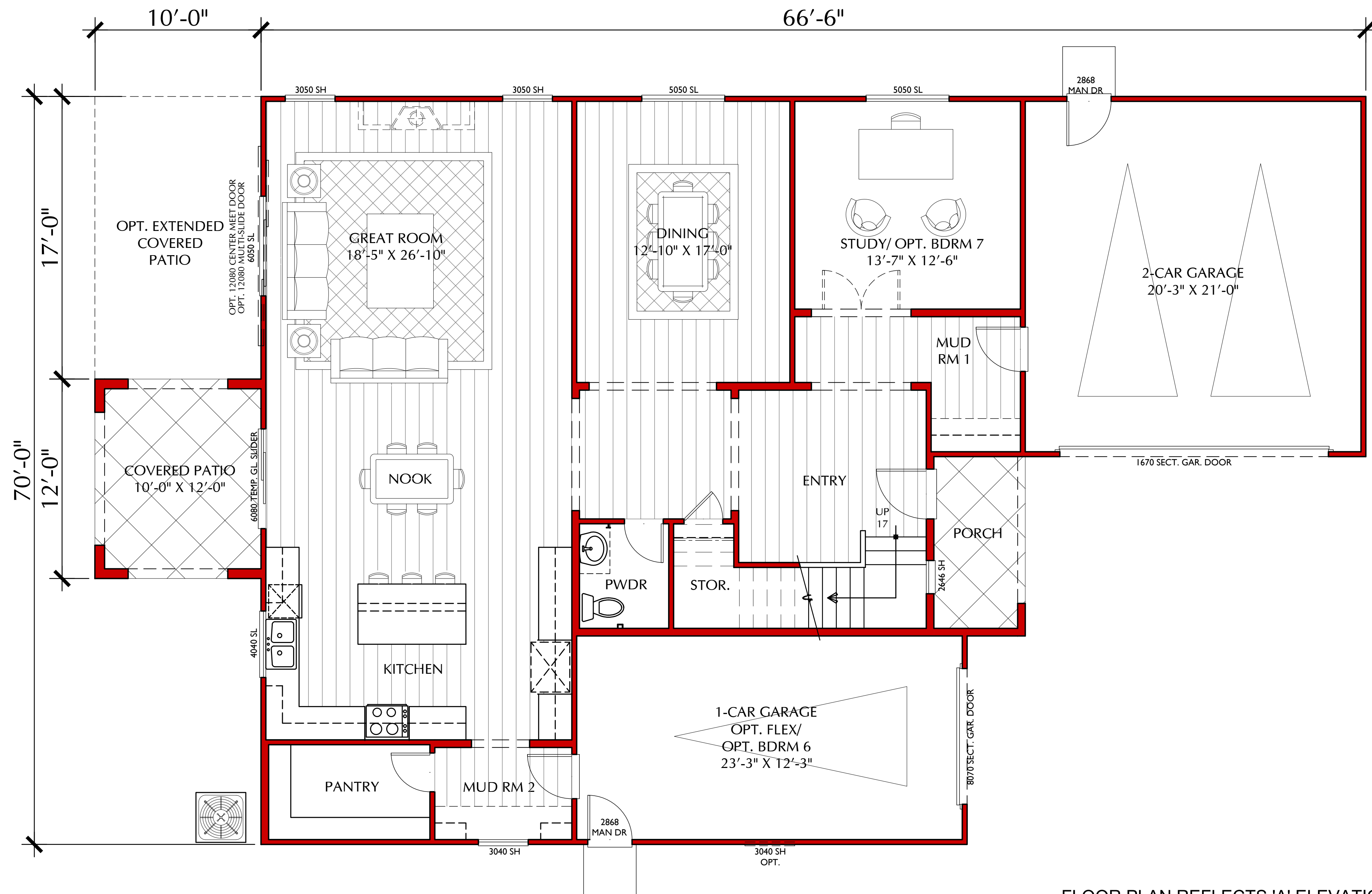
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N34C - TATE  
 4 BEDROOMS / 3.5 BATHS / STUDY / LOFT  
 3 CAR GARAGE

AREA TABULATION

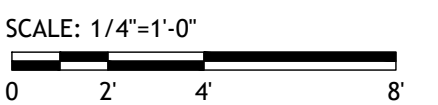
FIRST FLOOR	1,672 S.F.
SECOND FLOOR	1,783 S.F.
TOTAL	2,455 S.F.

COVERED ENTRY	58 S.F.
GARAGE (2 CAR)	450 S.F.
GARAGE (1 CAR)	295 S.F.

FIRST FLOOR

N34C TATE

FLOOR PLAN REFLECTS 'A' ELEVATION



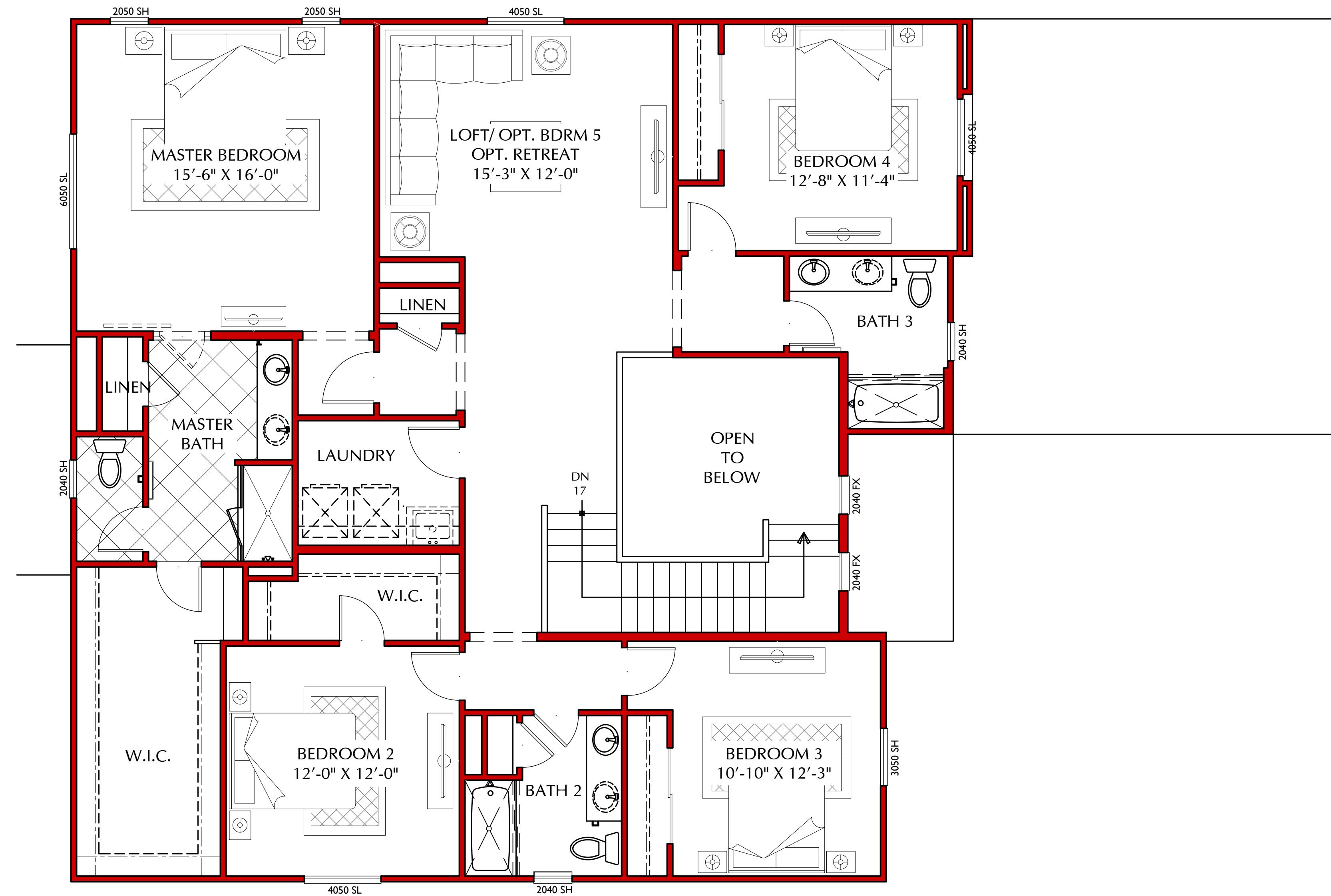
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JOB # : 109-21122  
 DATE: JUNE 21<sup>st</sup>, 2021

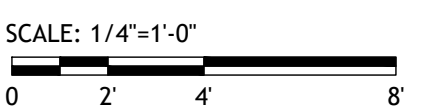


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SECOND FLOOR

N34C TATE



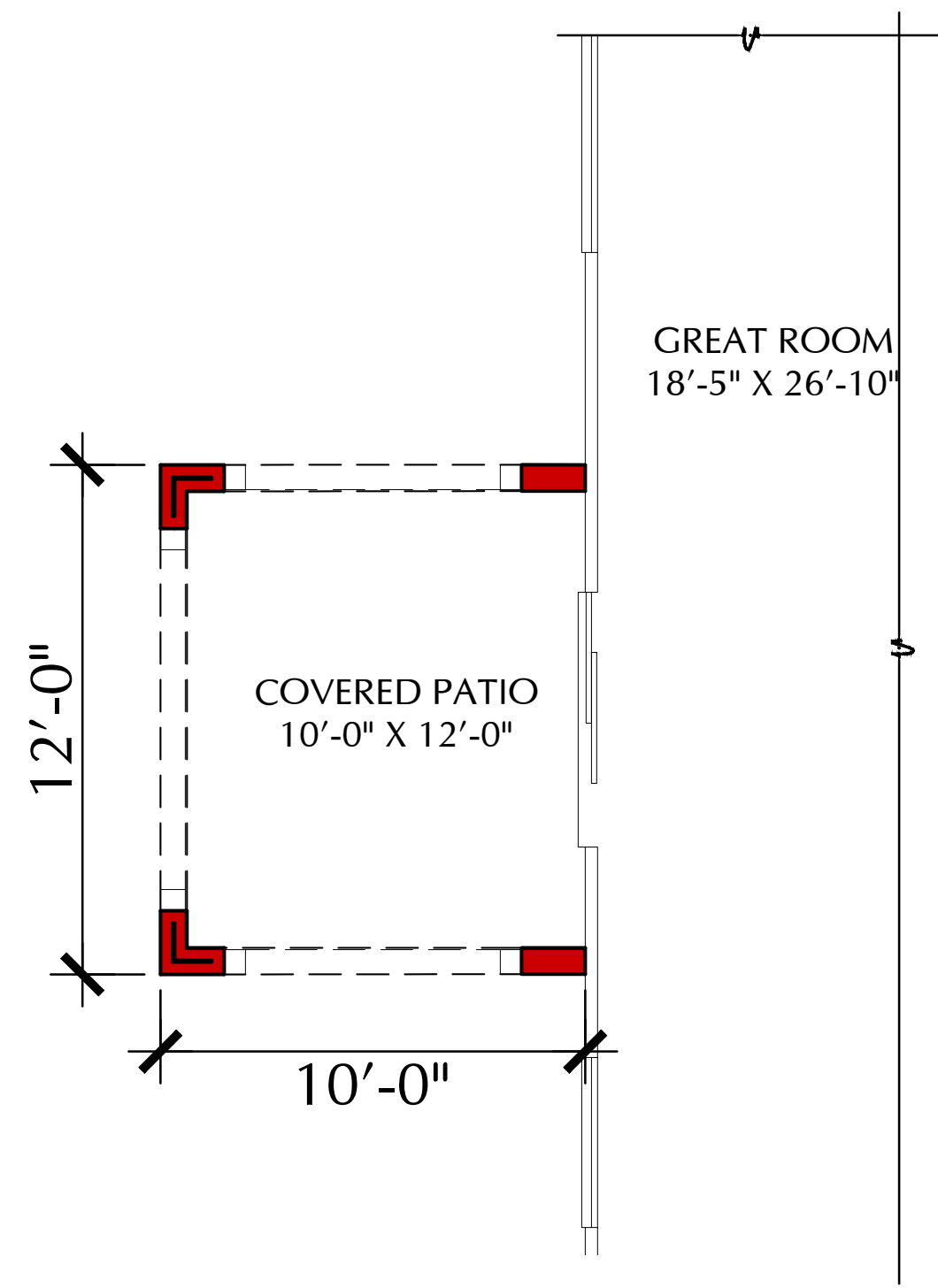
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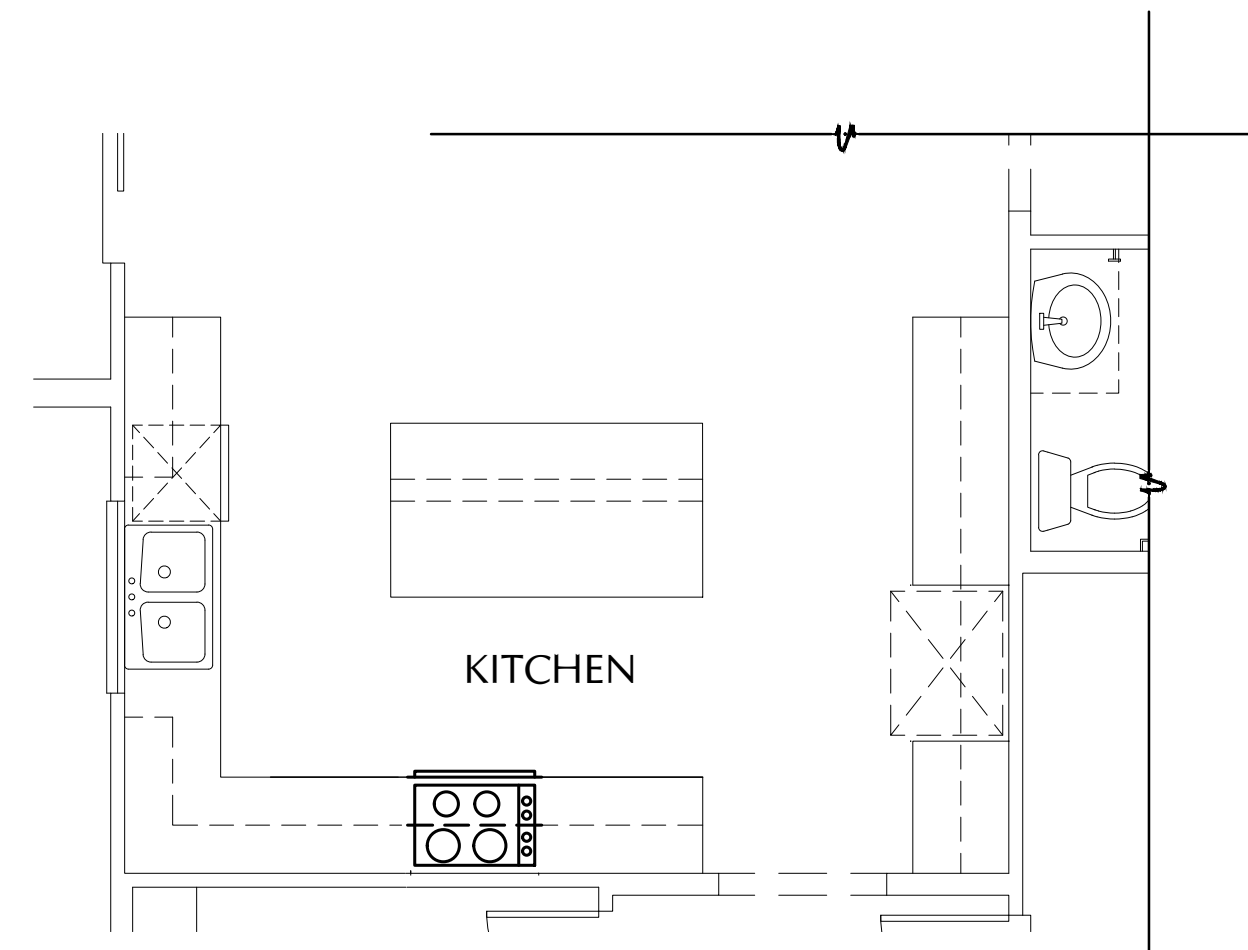
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 DATE: JUNE 21<sup>ST</sup>, 2021



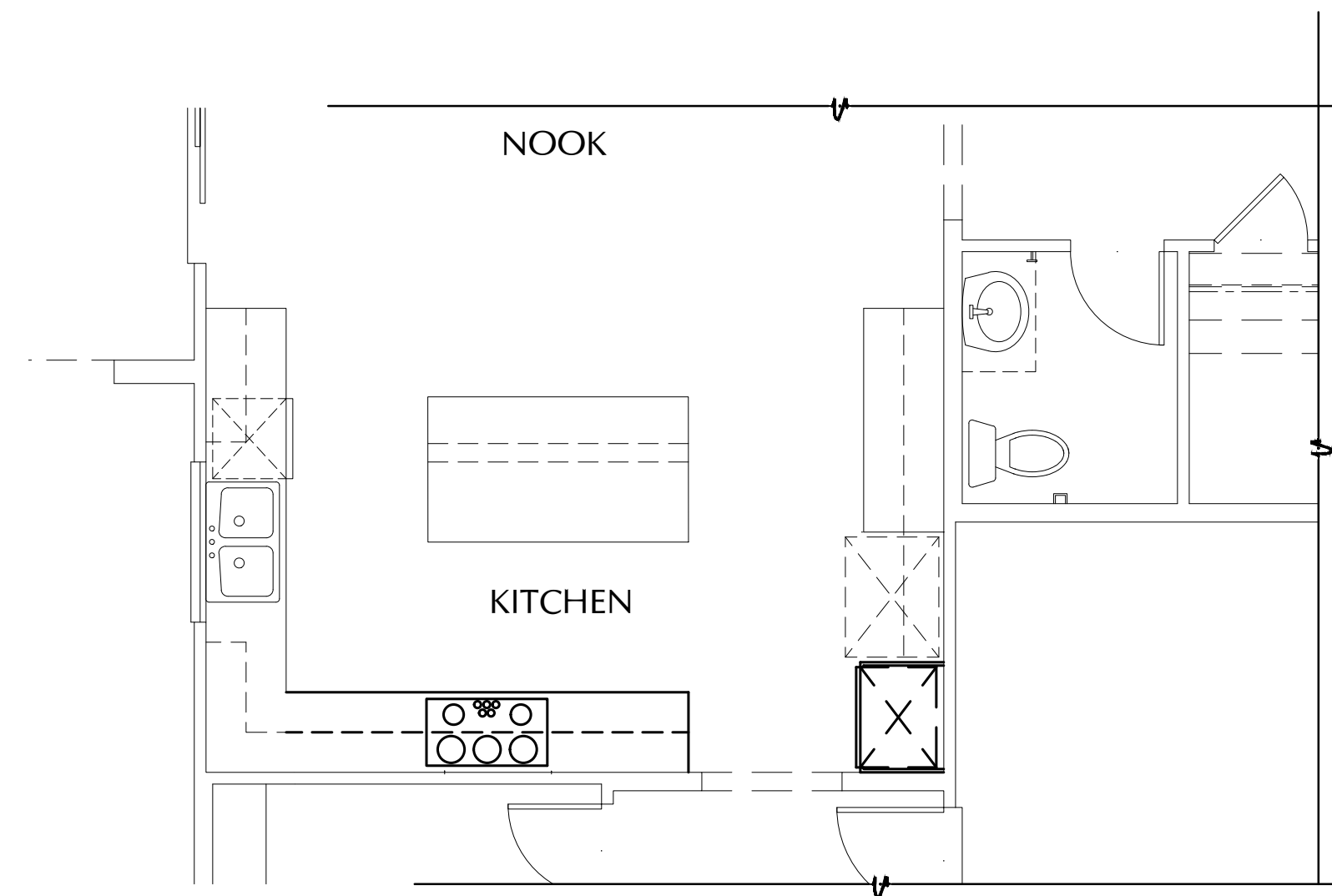
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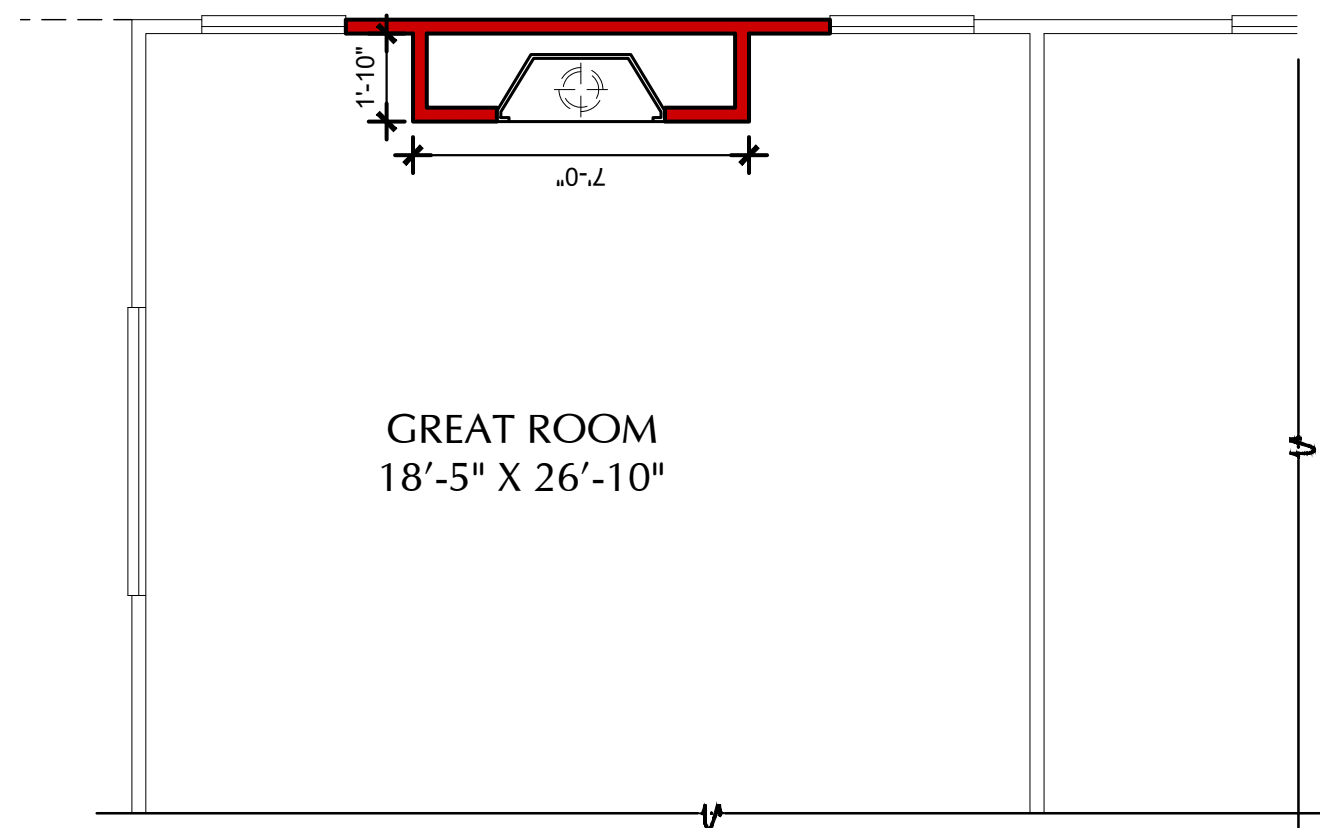
OPT. COVERED PATIO PLAN N34C  
SCALE: 1/4" = 1'-0"



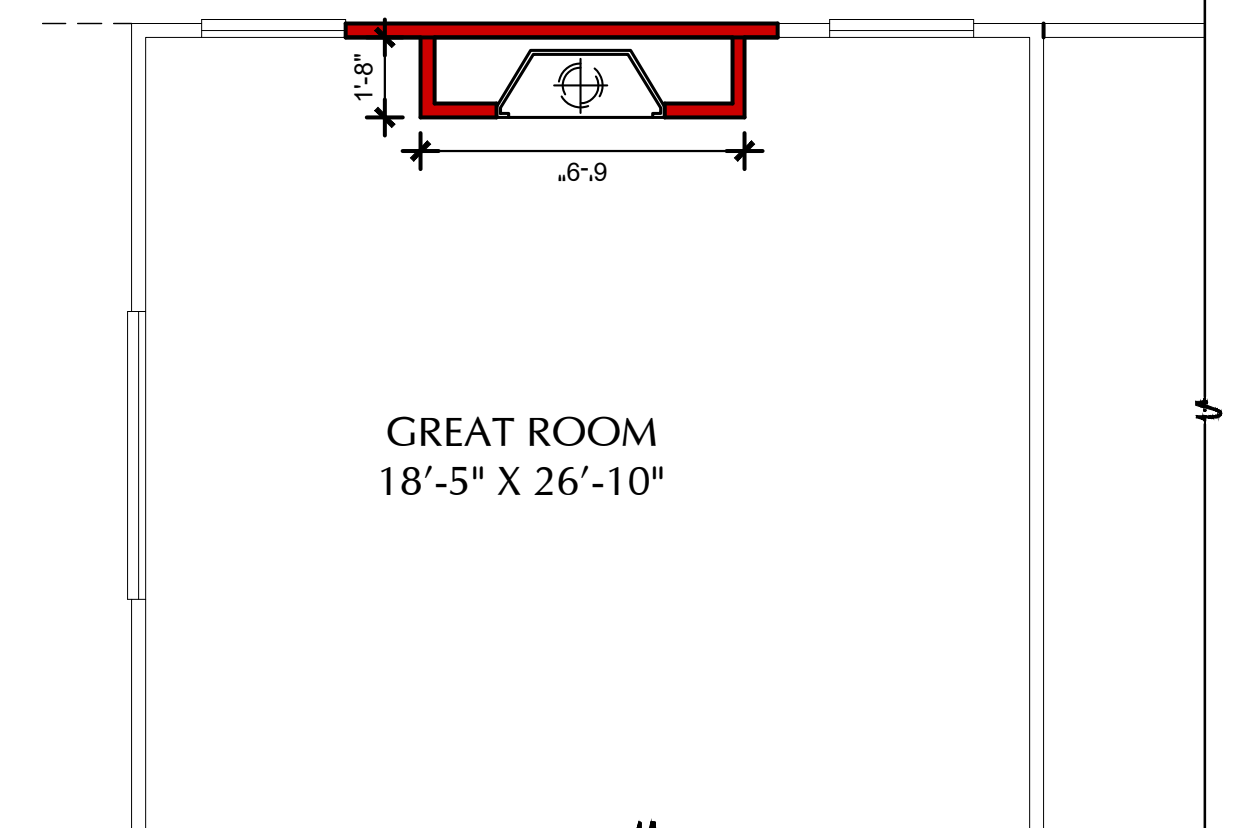
OPT. GOURMET KITCHEN LITE PLAN N34C  
SCALE: 1/4" = 1'-0"



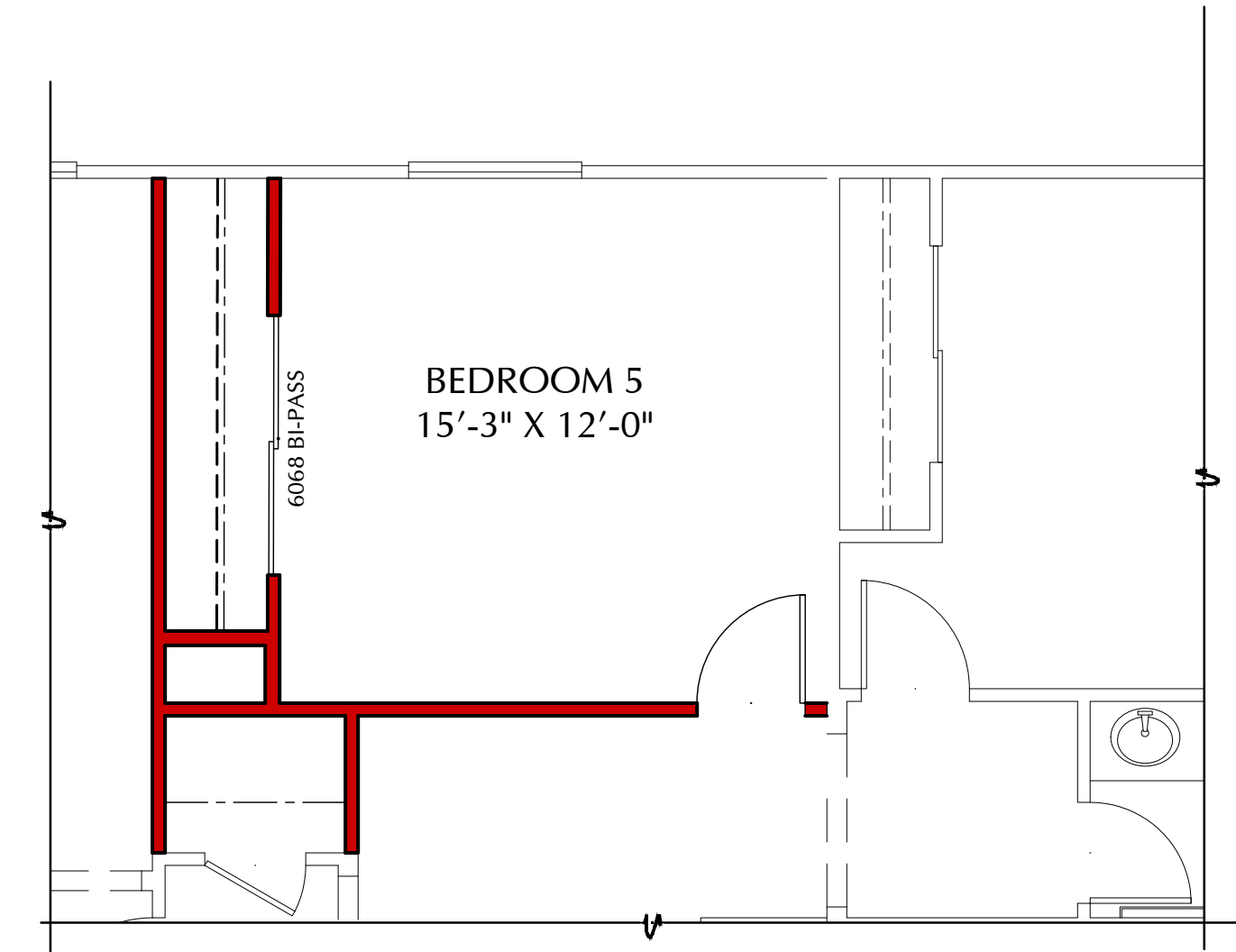
OPT. GOURMET KITCHEN PLAN N34C  
SCALE: 1/4" = 1'-0"



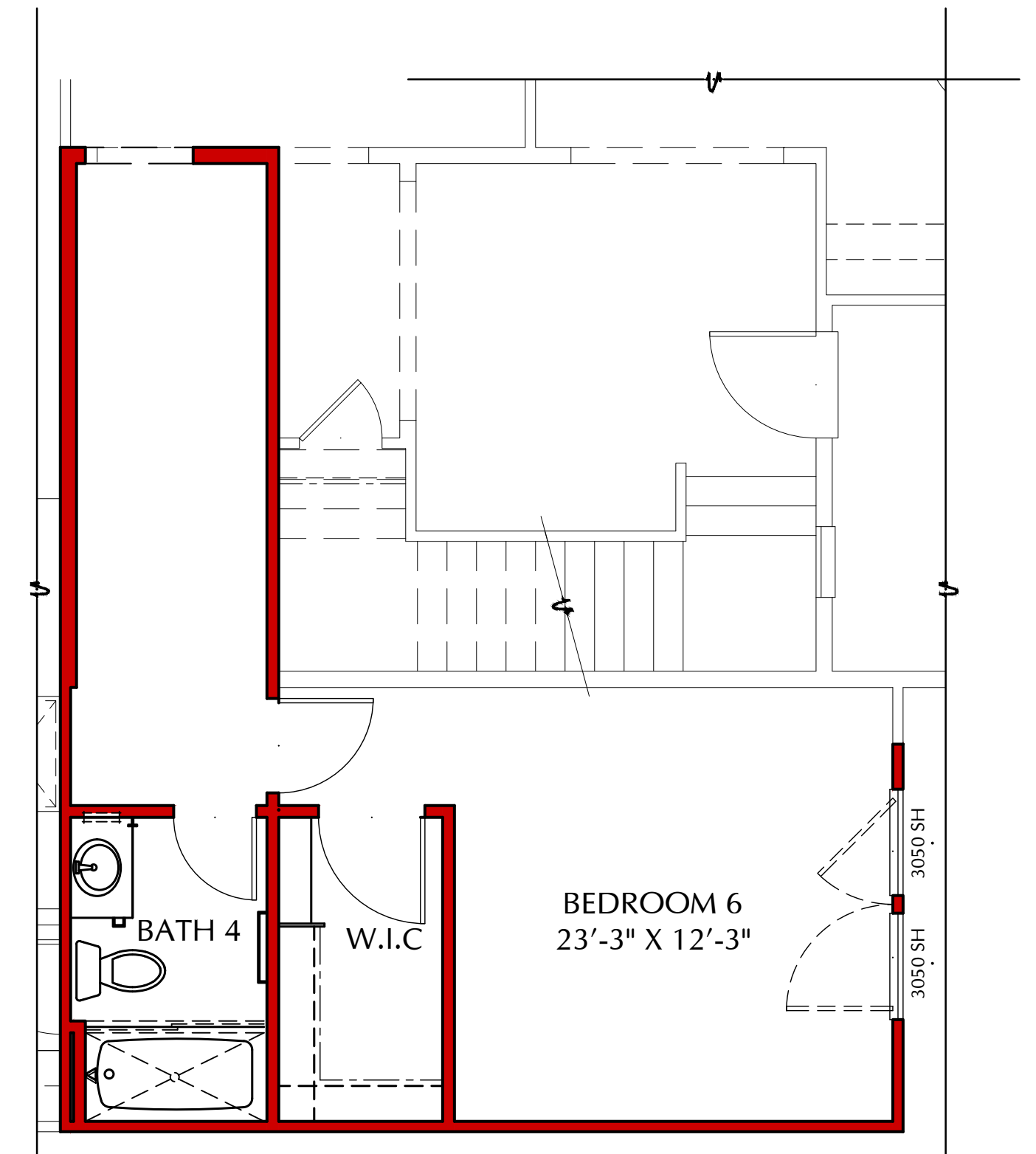
OPT. FIREPLACE PLAN N34C  
TRADITIONAL SCALE: 1/4" = 1'-0"



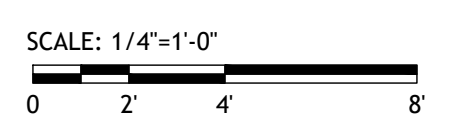
OPT. FIREPLACE PLAN N34C  
CONTEMPORARY SCALE: 1/4" = 1'-0"



OPT. BEDROOM 5 PLAN N34C  
SCALE: 1/4" = 1'-0"



OPT. BEDROOM 6/ BATH 4 PLAN N34C  
SCALE: 1/4" = 1'-0"



N34C TATE

STONE HAVEN  
FOLSOM, CALIFORNIA

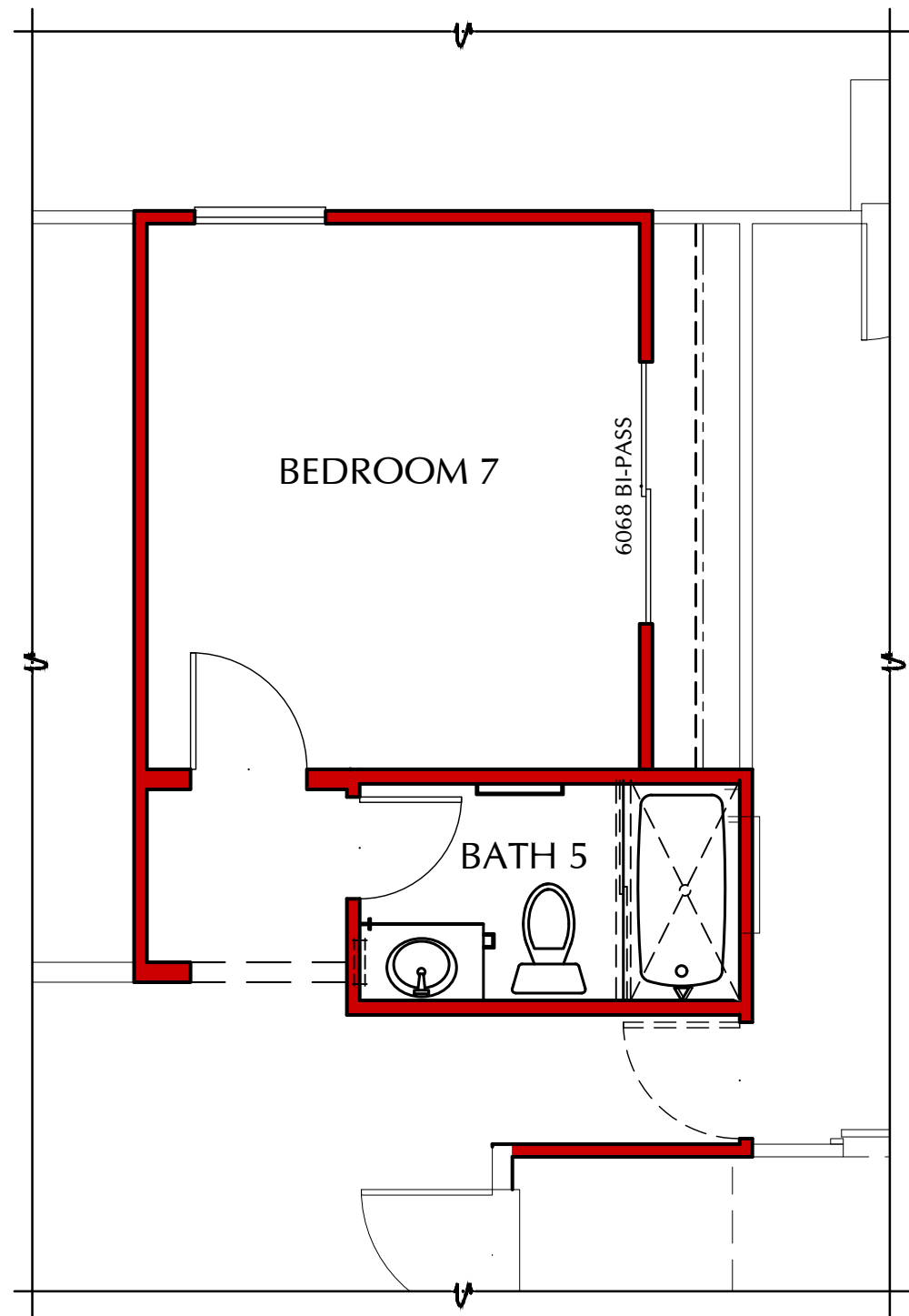
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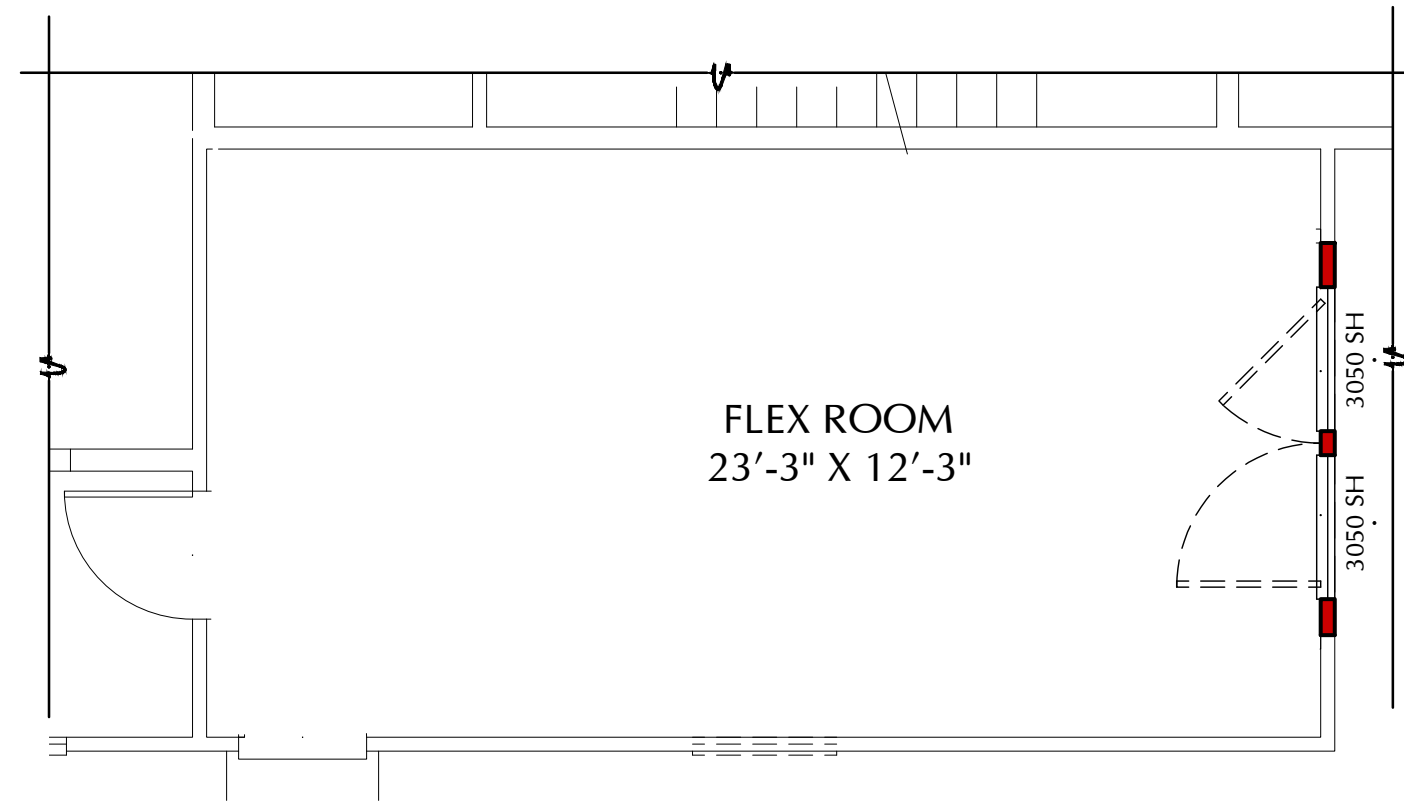


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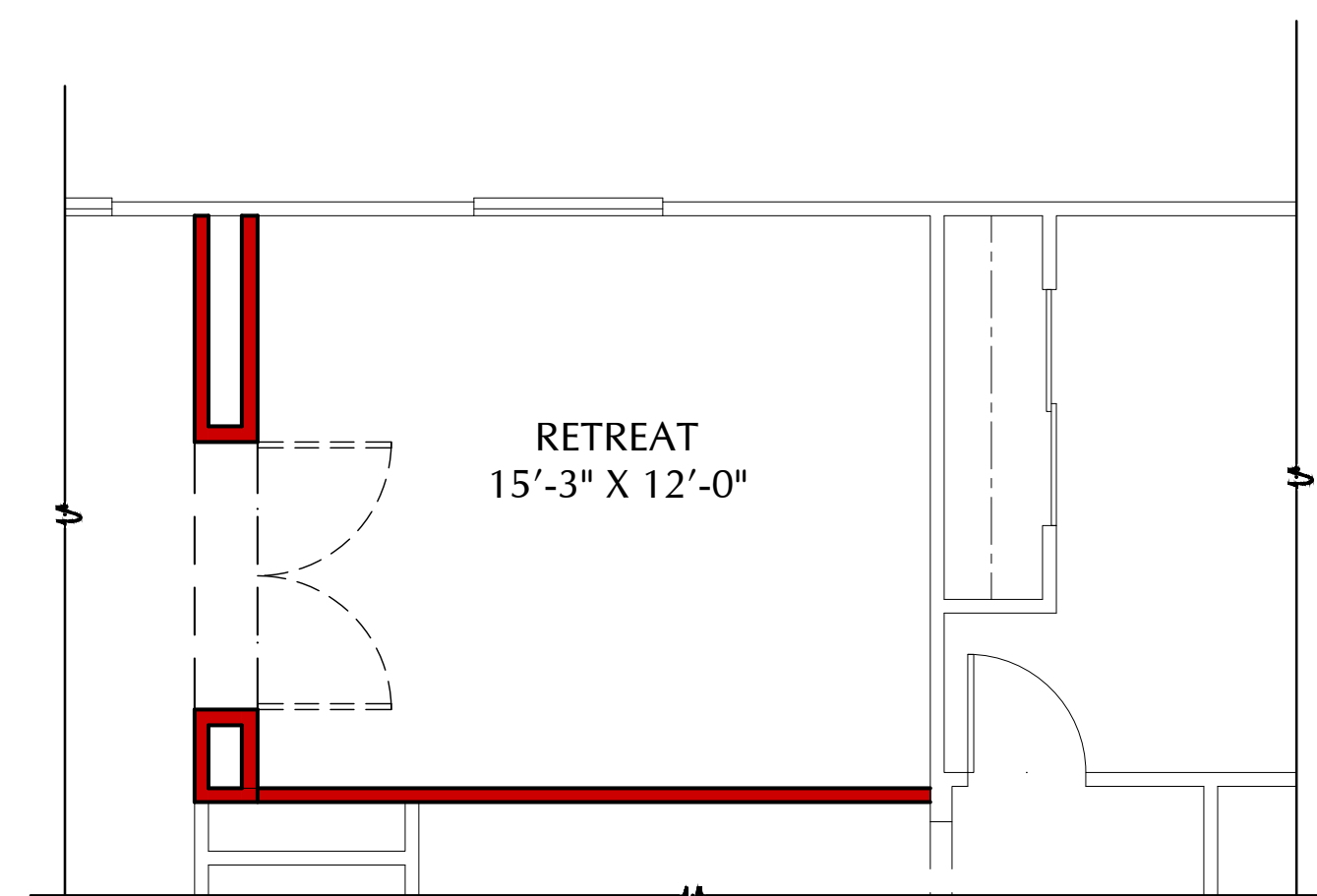
OPT. BEDROOM 7 / BATH 5 PLAN N34C

SCALE: 1/4" = 1'-0"



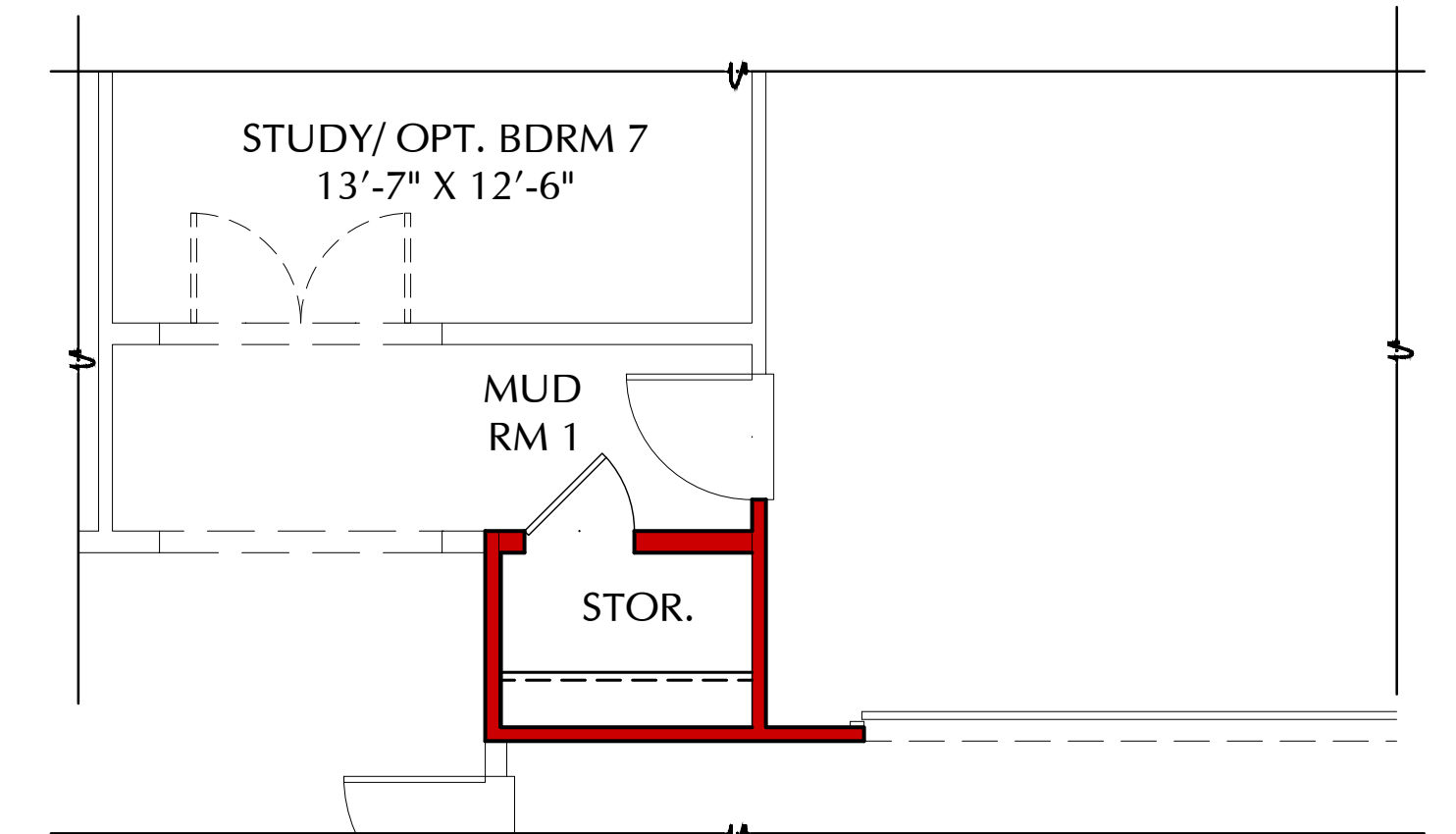
OPT. FLEX PLAN N34C

SCALE: 1/4" = 1'-0"



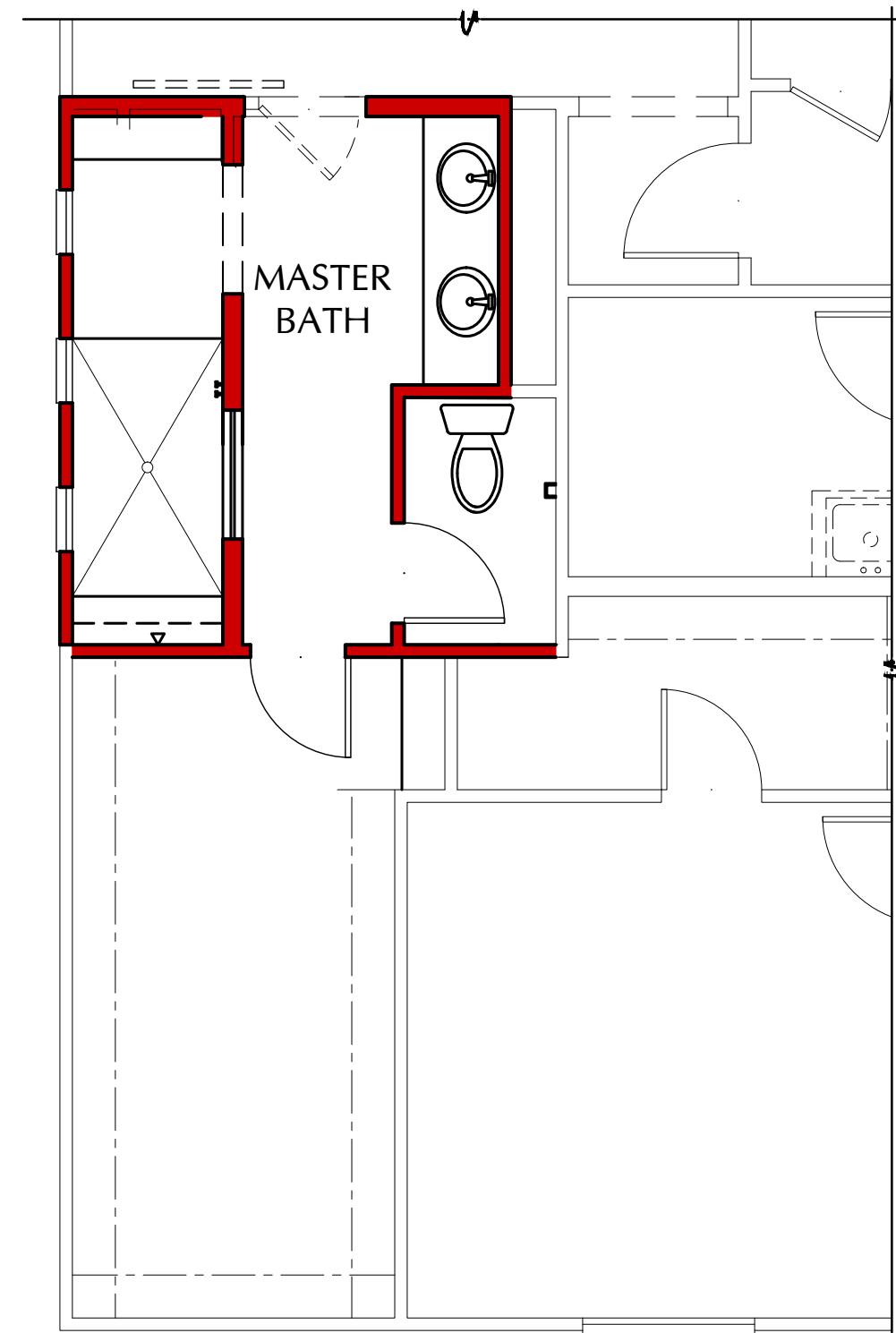
OPT. MASTER RETREAT PLAN N34C

SCALE: 1/4" = 1'-0"



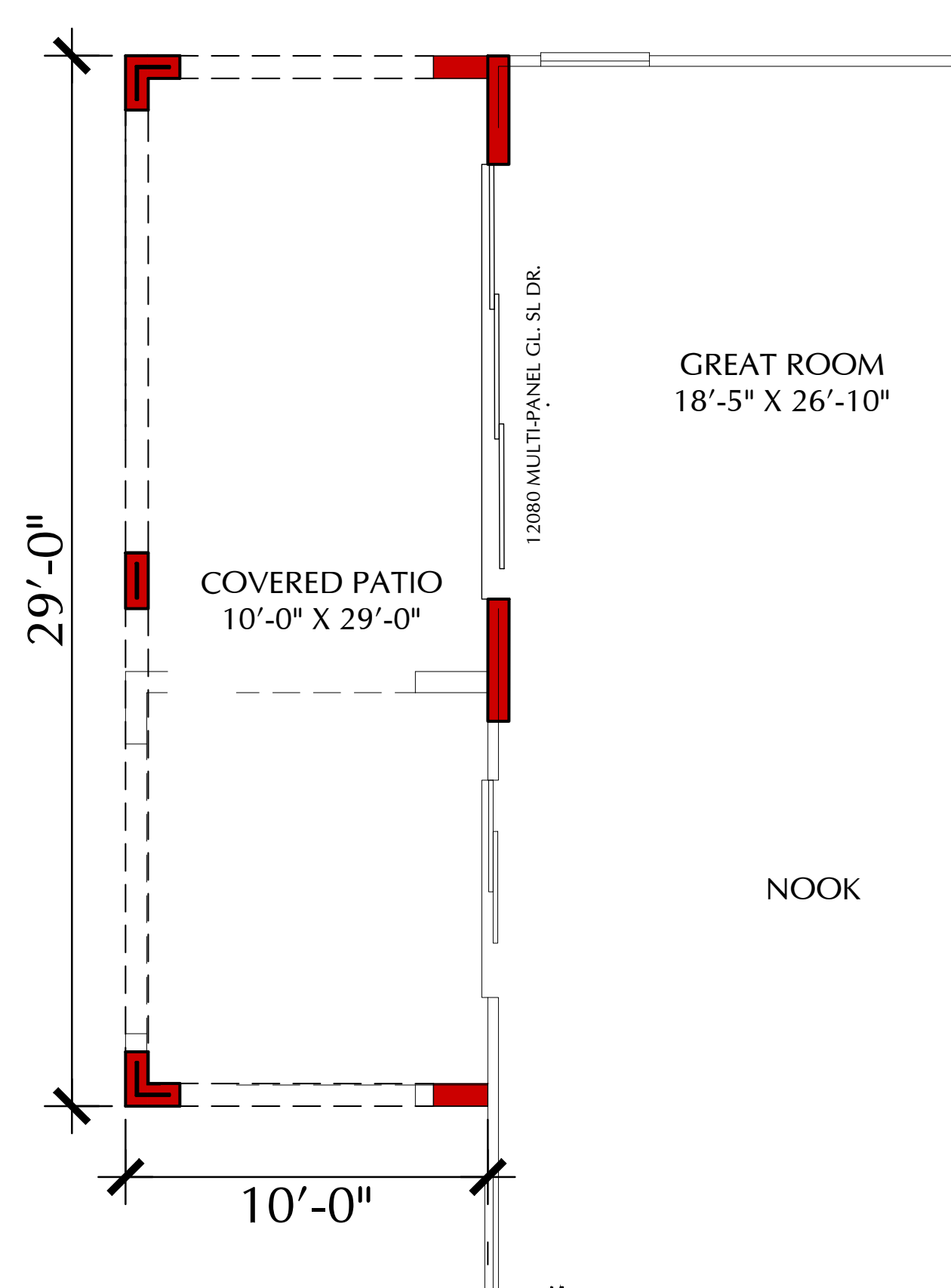
OPT. STORAGE PLAN N34C

SCALE: 1/4" = 1'-0"



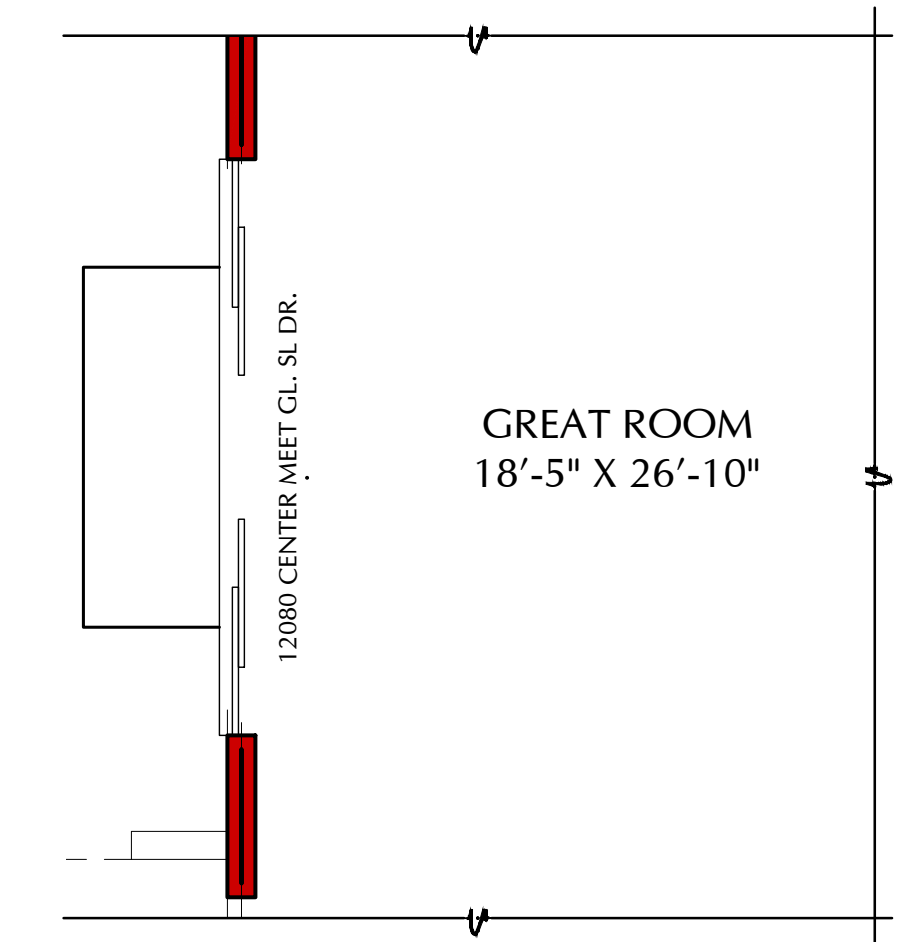
PLAN N34C

SCALE: 1/4" = 1'-0"



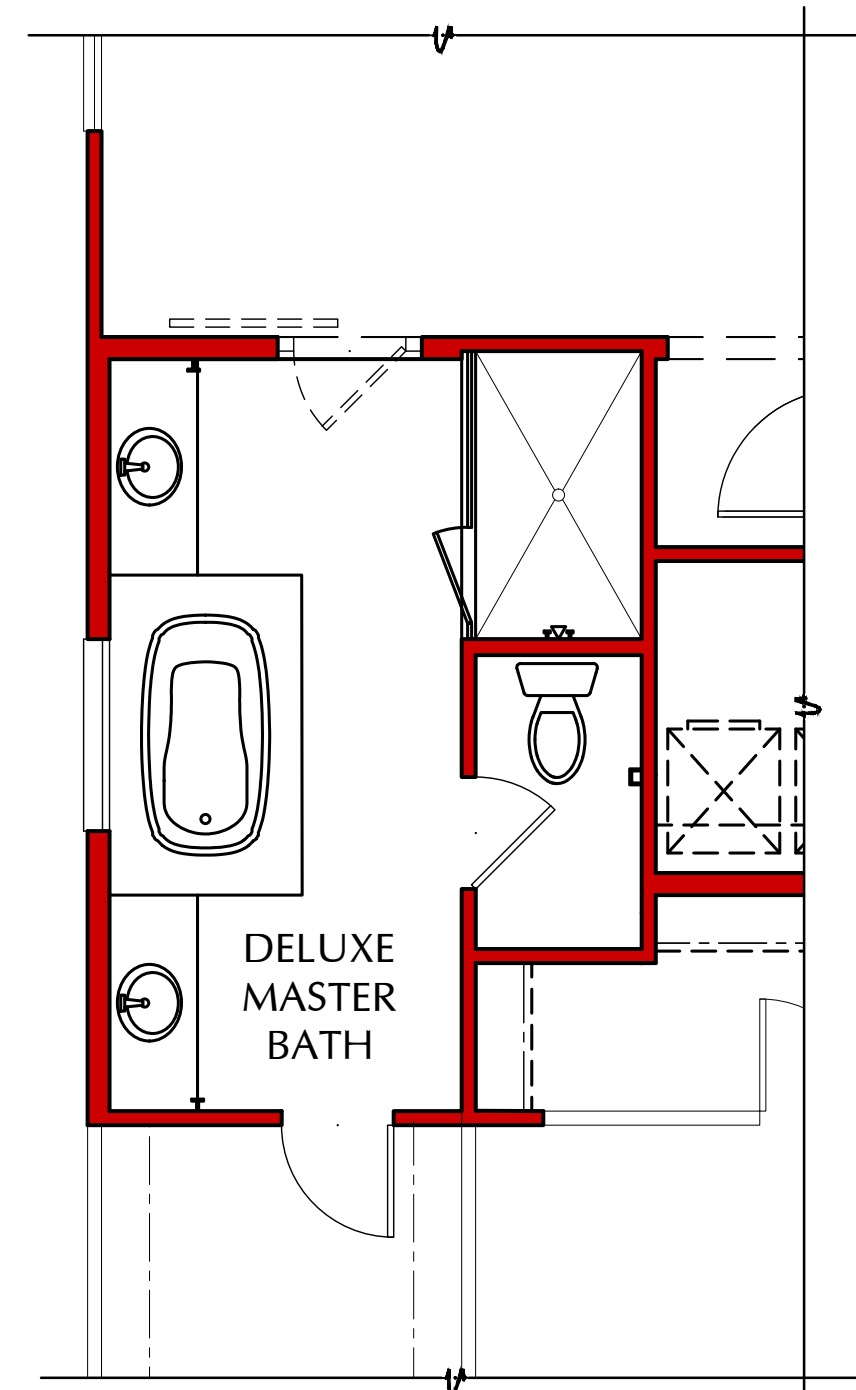
OPT. 12' MULTI-SLIDE DR PLAN N34C

SCALE: 1/4" = 1'-0"



OPT. 12' CENTER MEET DR PLAN N34C

SCALE: 1/4" = 1'-0"

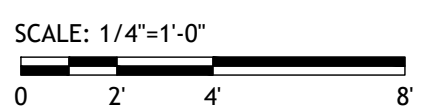


OPT. DELUXE MASTER BATH PLAN N34C

SCALE: 1/4" = 1'-0"

OPT. WALK-IN SHOWER

## N34C TATE



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MONTEREY - A



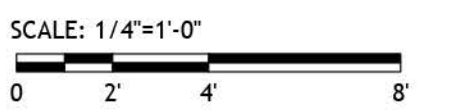
CRAFTSMAN - C



N34C - TATE  
FRONT ELEVATIONS

FARMHOUSE - B

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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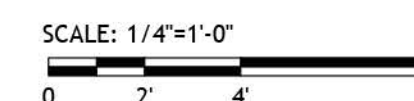
A FRONT ELEVATION - MONTEREY



A REAR ELEVATION - MONTEREY

N34C - TATE  
FRONT & REAR ELEVATIONS

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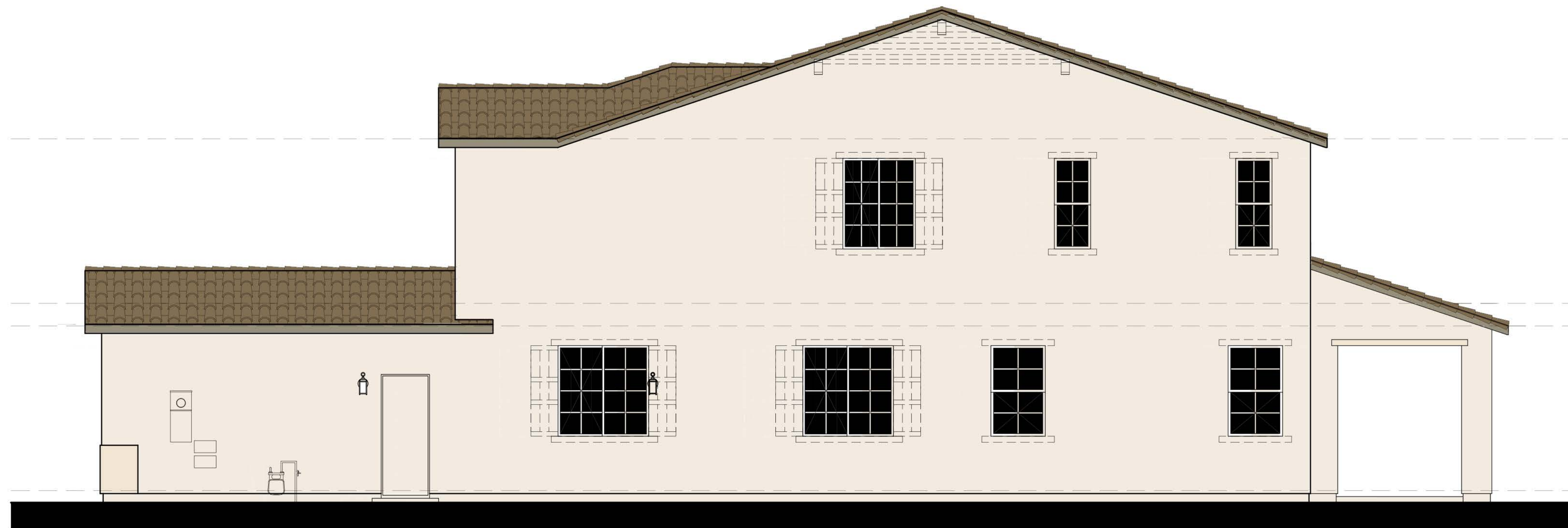


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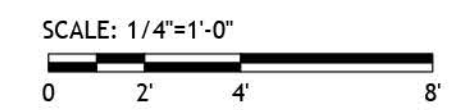
A LEFT ELEVATION - MONTEREY



A RIGHT ELEVATION - MONTEREY

N34C - TATE  
SIDE ELEVATIONS

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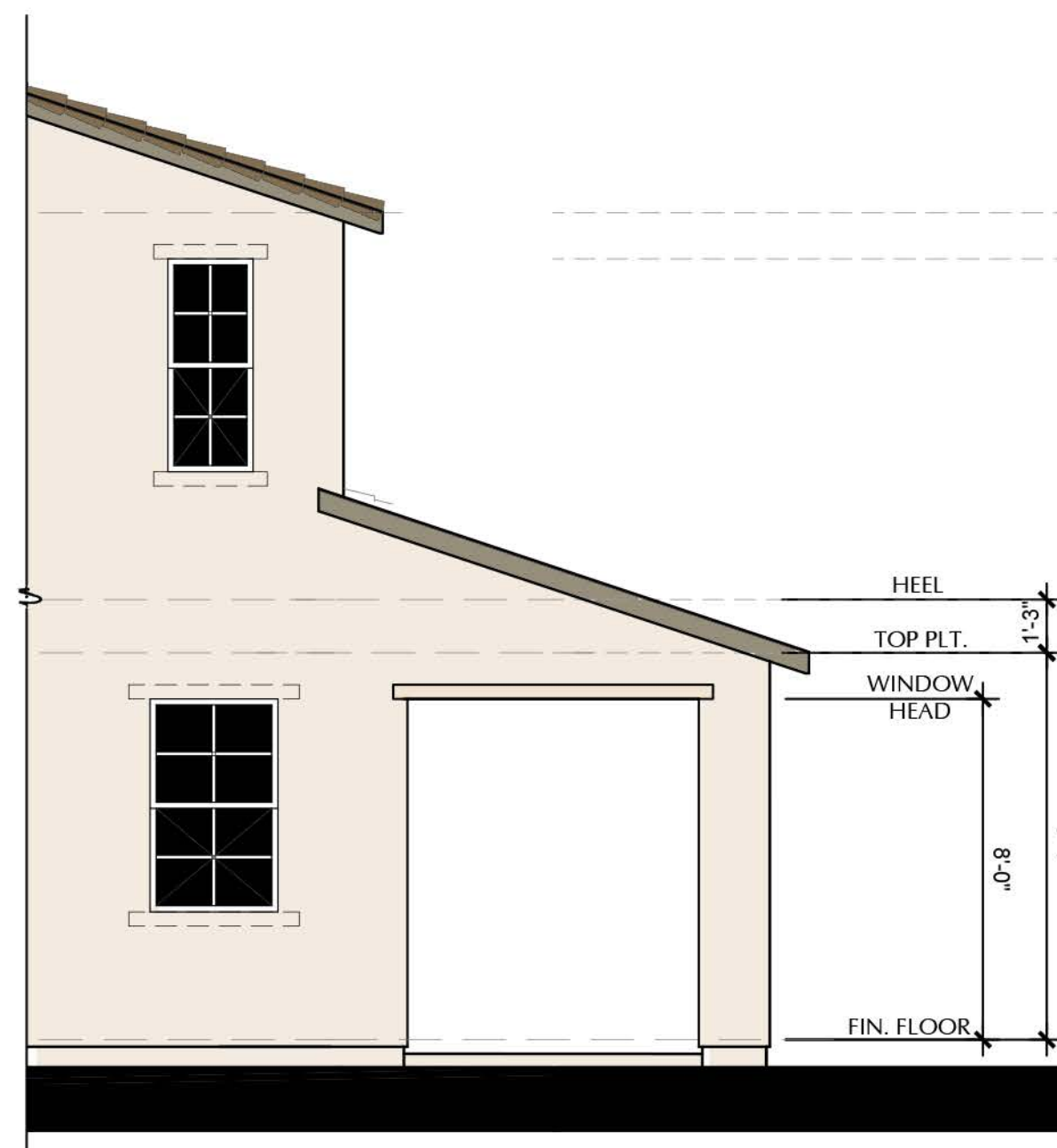
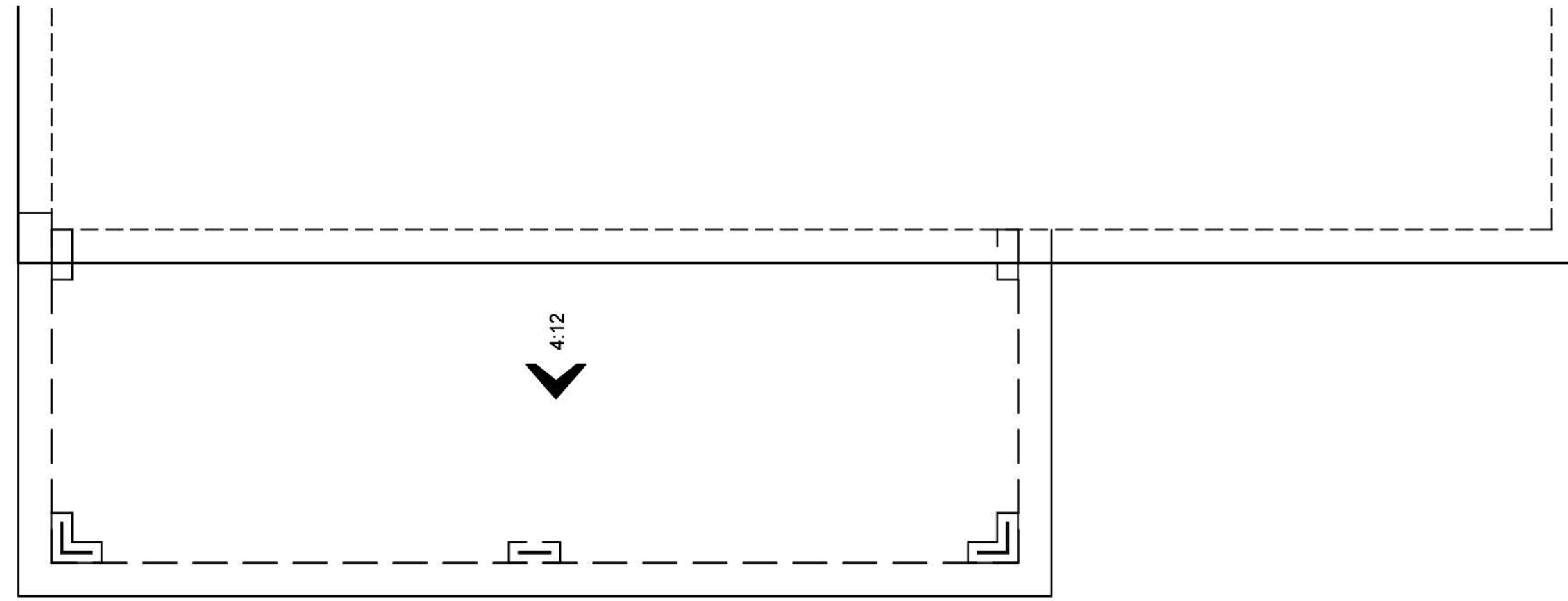
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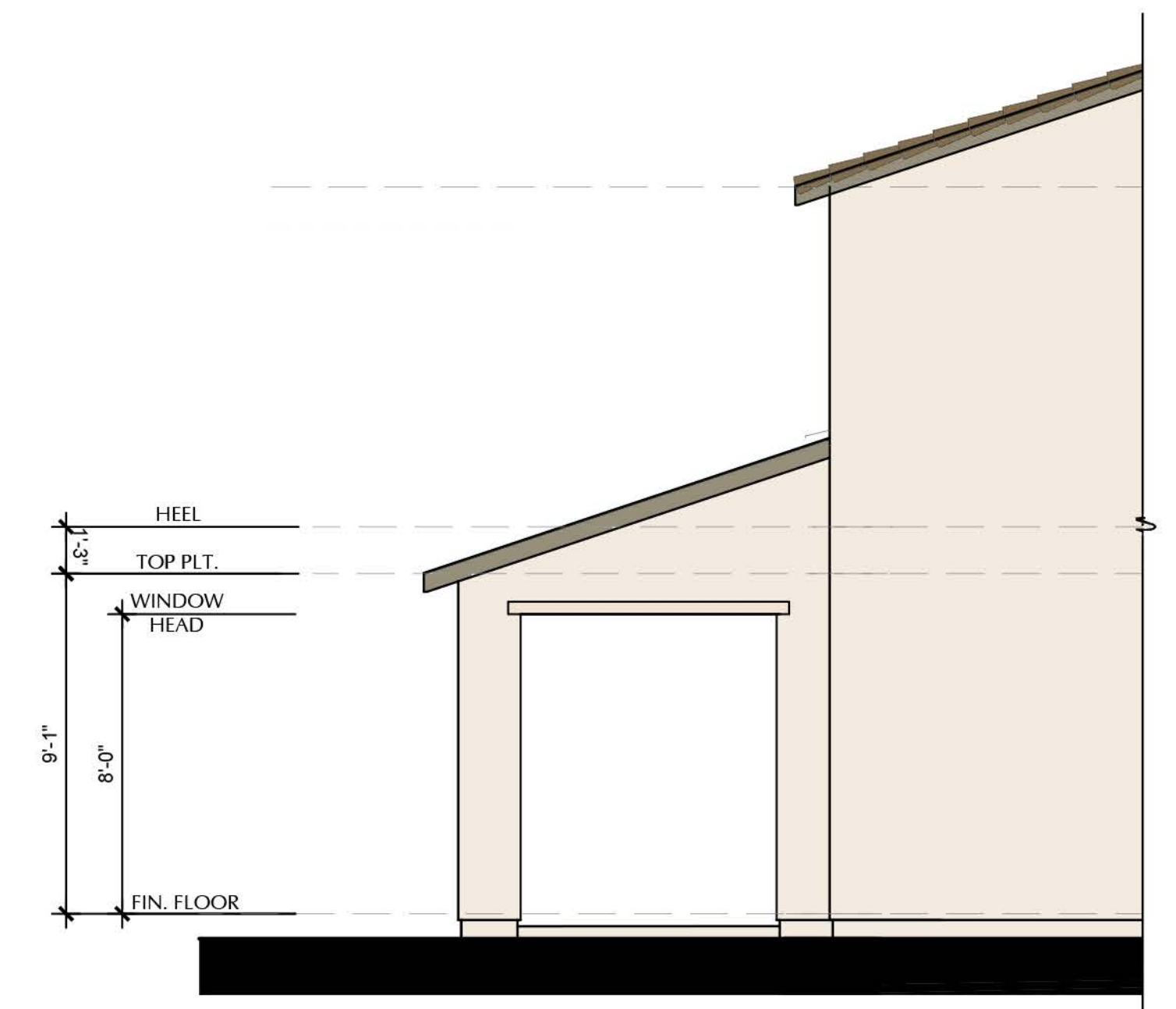
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LEFT ELEVATION - MONTEREY

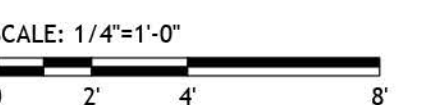


REAR ELEVATION - MONTEREY



RIGHT ELEVATION - MONTEREY

N34C - TATE  
EXTENDED COVERED PATIO OPTION



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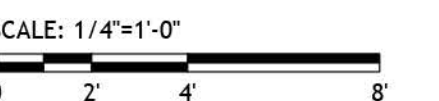
B FRONT ELEVATION - FARMHOUSE



B REAR ELEVATION - FARMHOUSE

N34C - TATE  
FRONT & REAR ELEVATIONS

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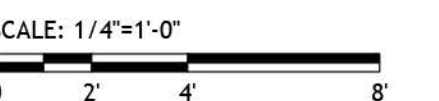
B LEFT ELEVATION - FARMHOUSE



B RIGHT ELEVATION - FARMHOUSE

N34C - TATE  
SIDE ELEVATIONS

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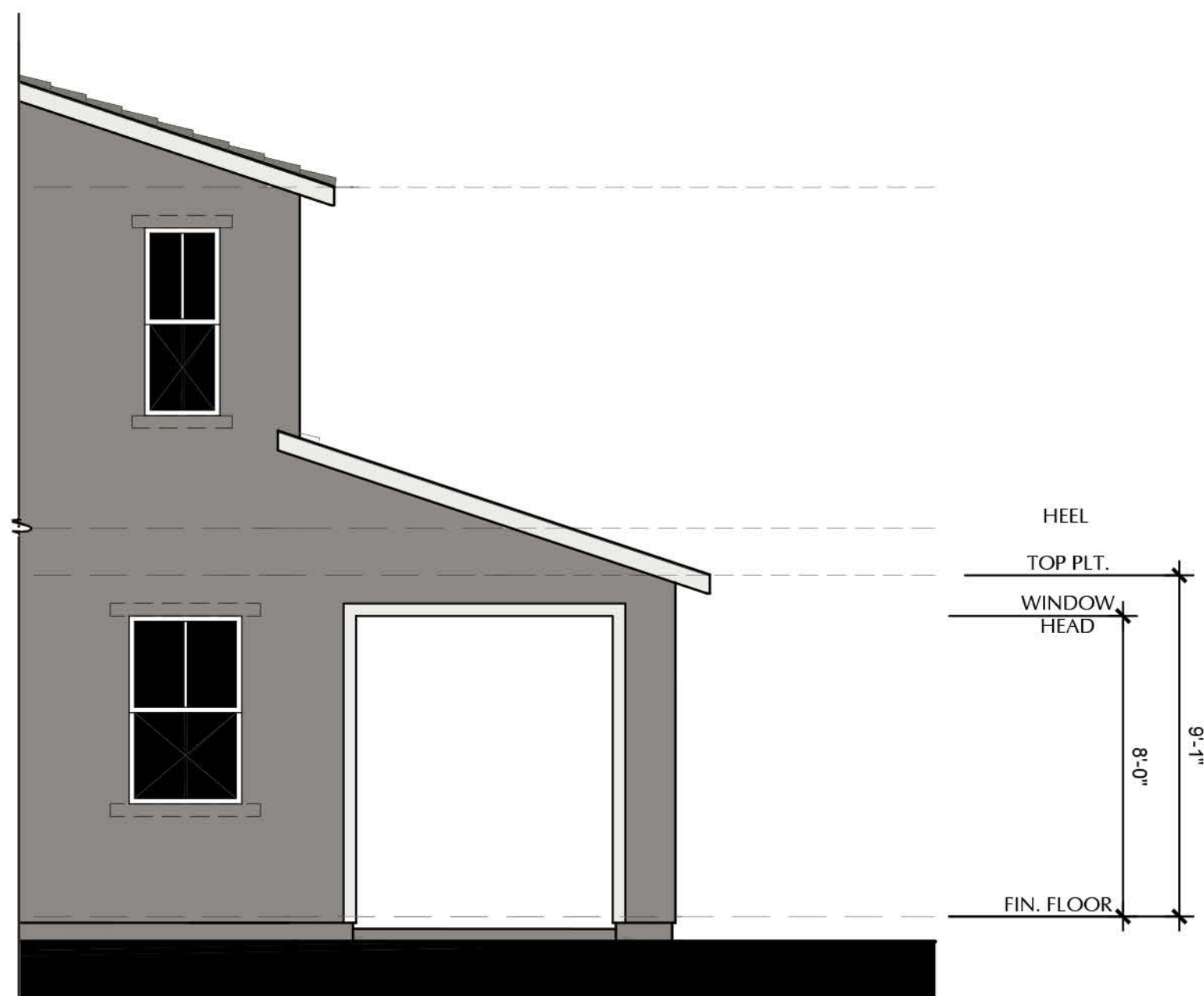
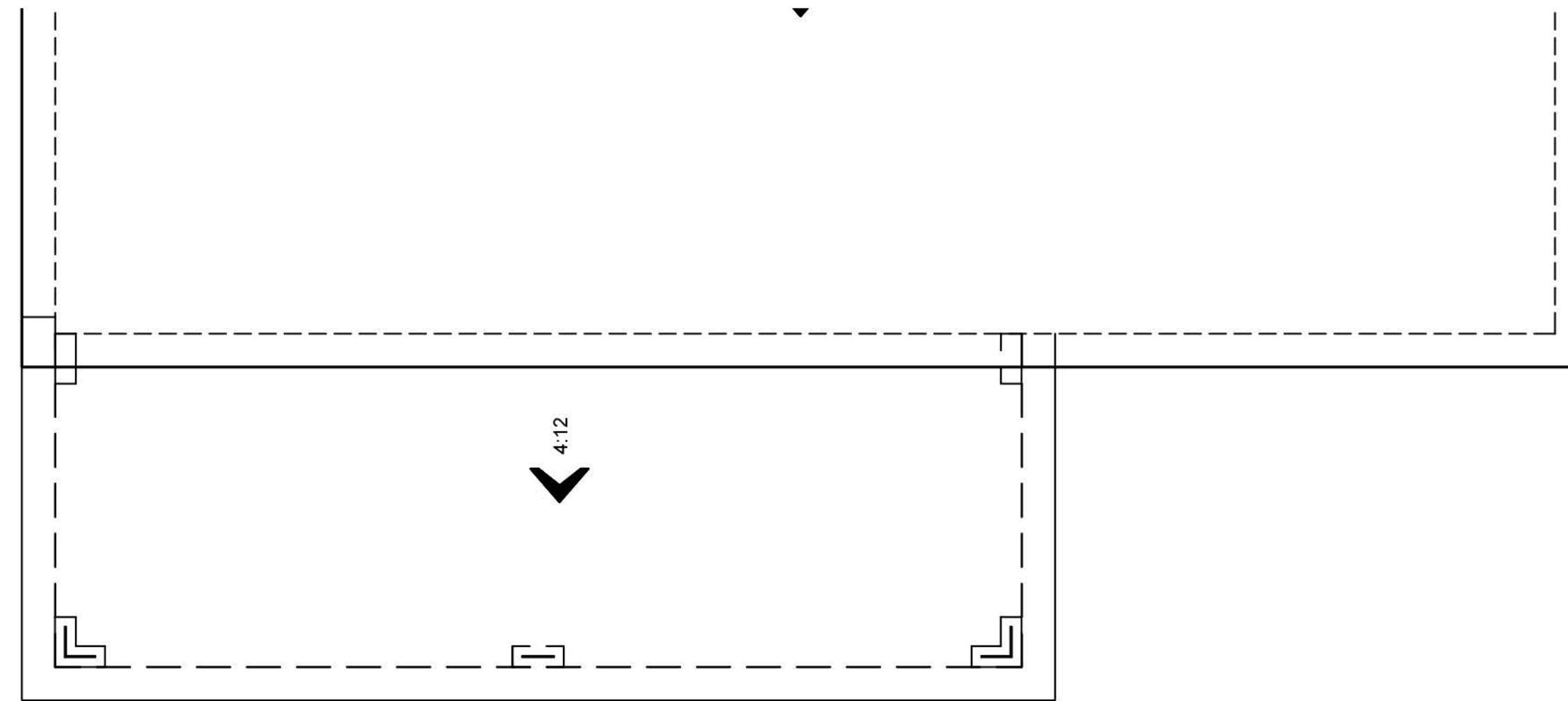
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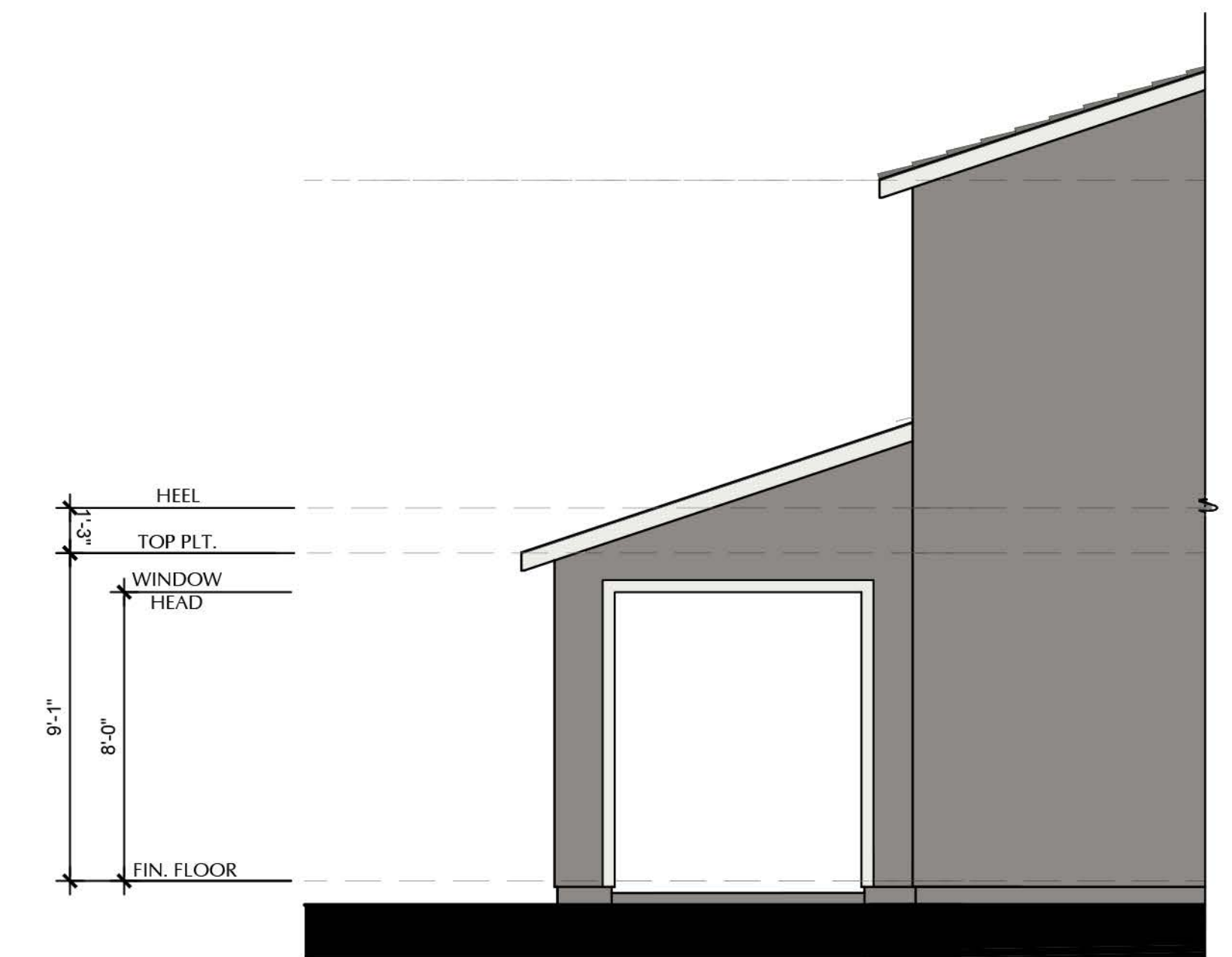
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LEFT ELEVATION - FARMHOUSE

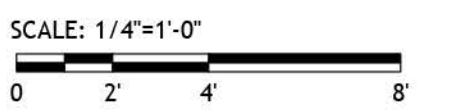


REAR ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N34C - TATE  
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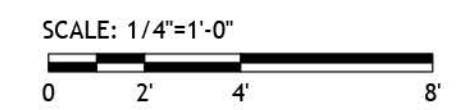
C FRONT ELEVATION - CRAFTSMAN



C REAR ELEVATION - CRAFTSMAN

N34C - TATE  
FRONT & REAR ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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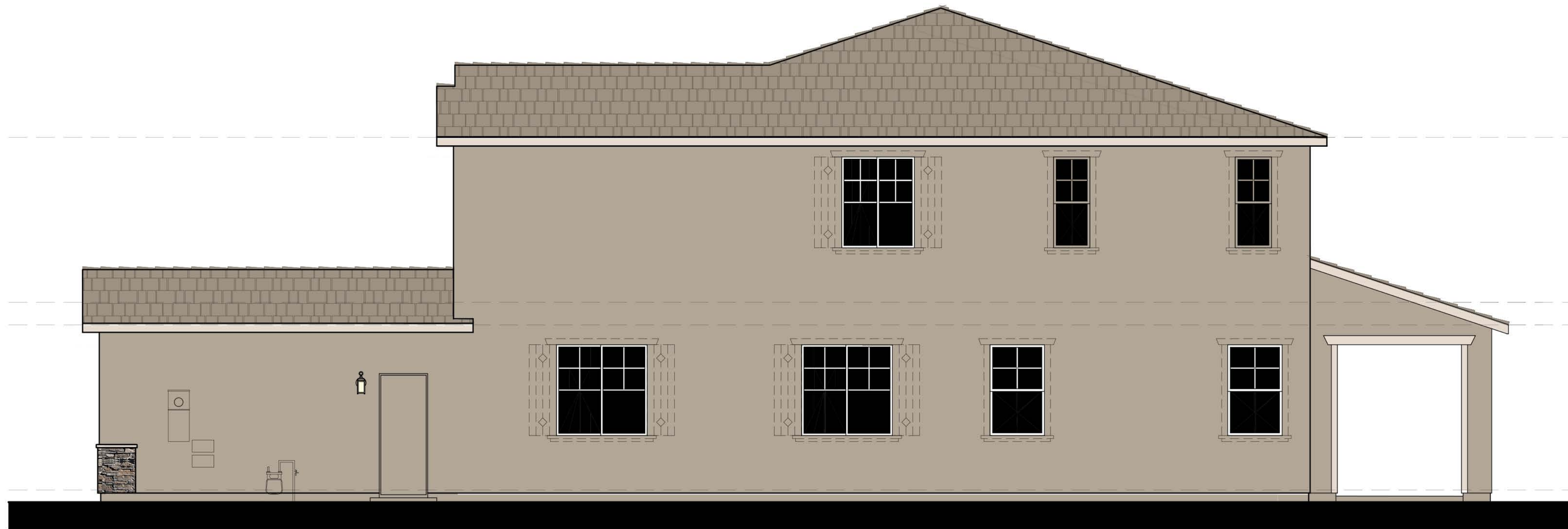
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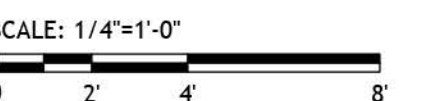
C LEFT ELEVATION - CRAFTSMAN



C RIGHT ELEVATION - CRAFTSMAN

N34C - TATE  
SIDE ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



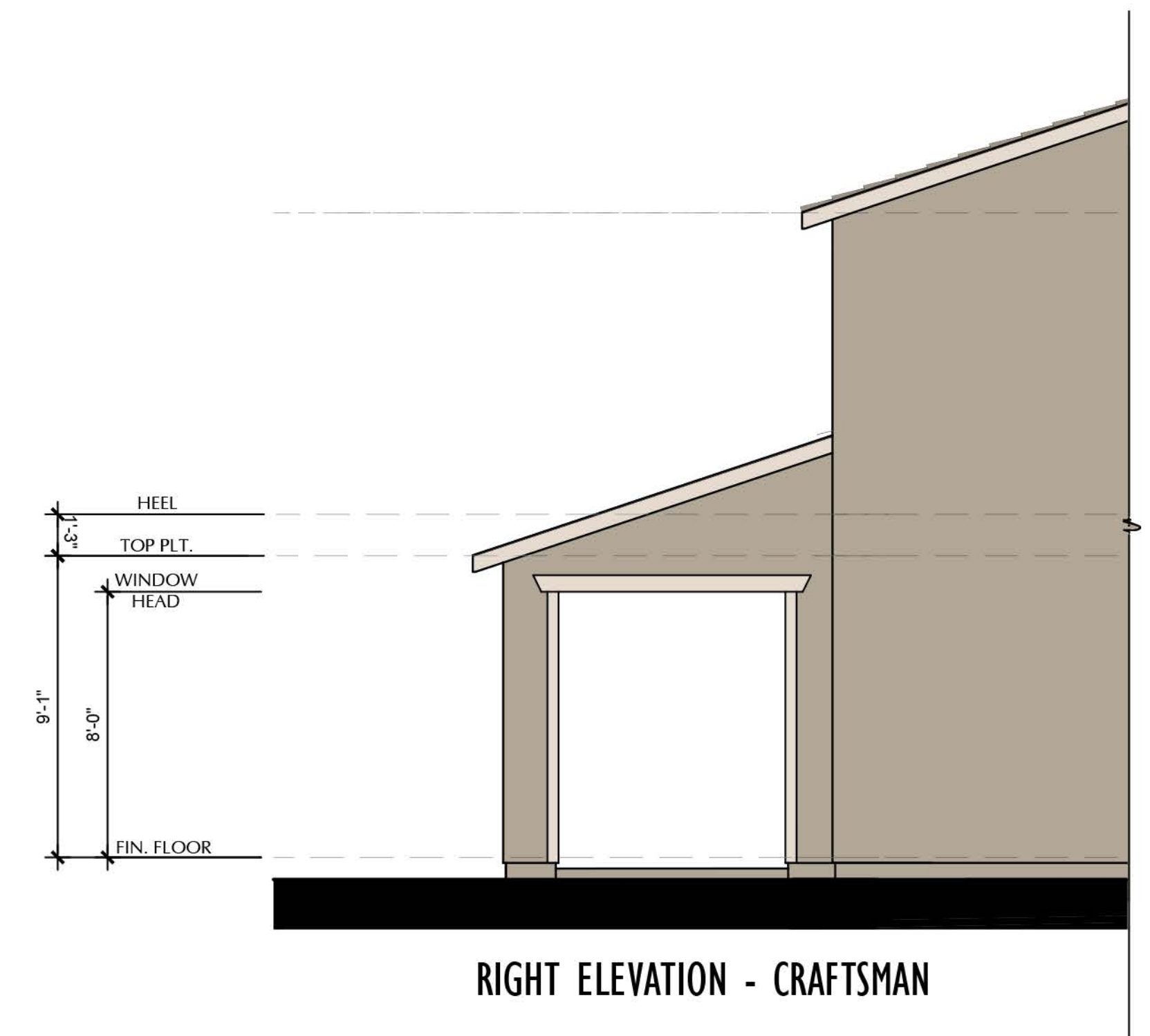
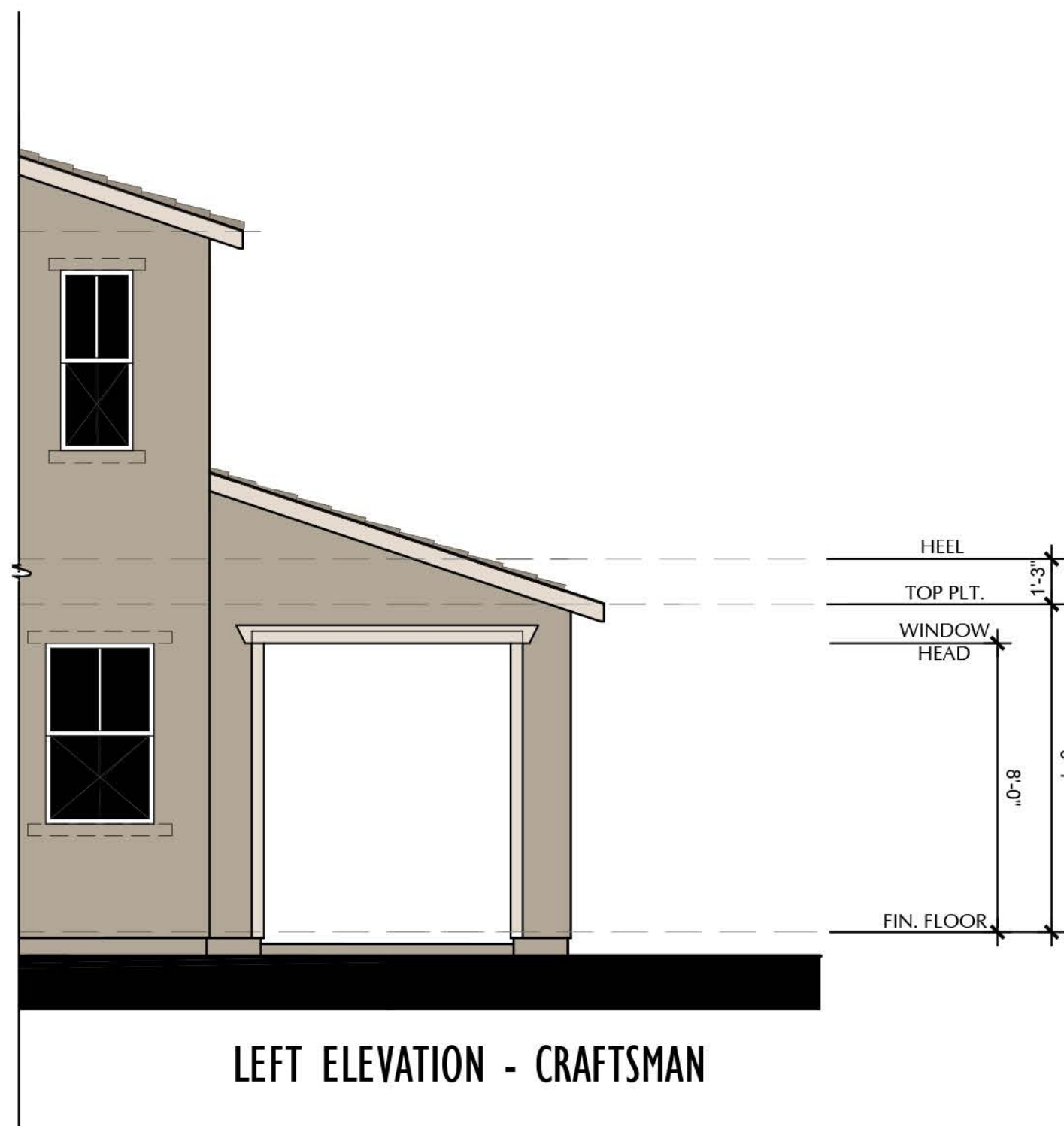
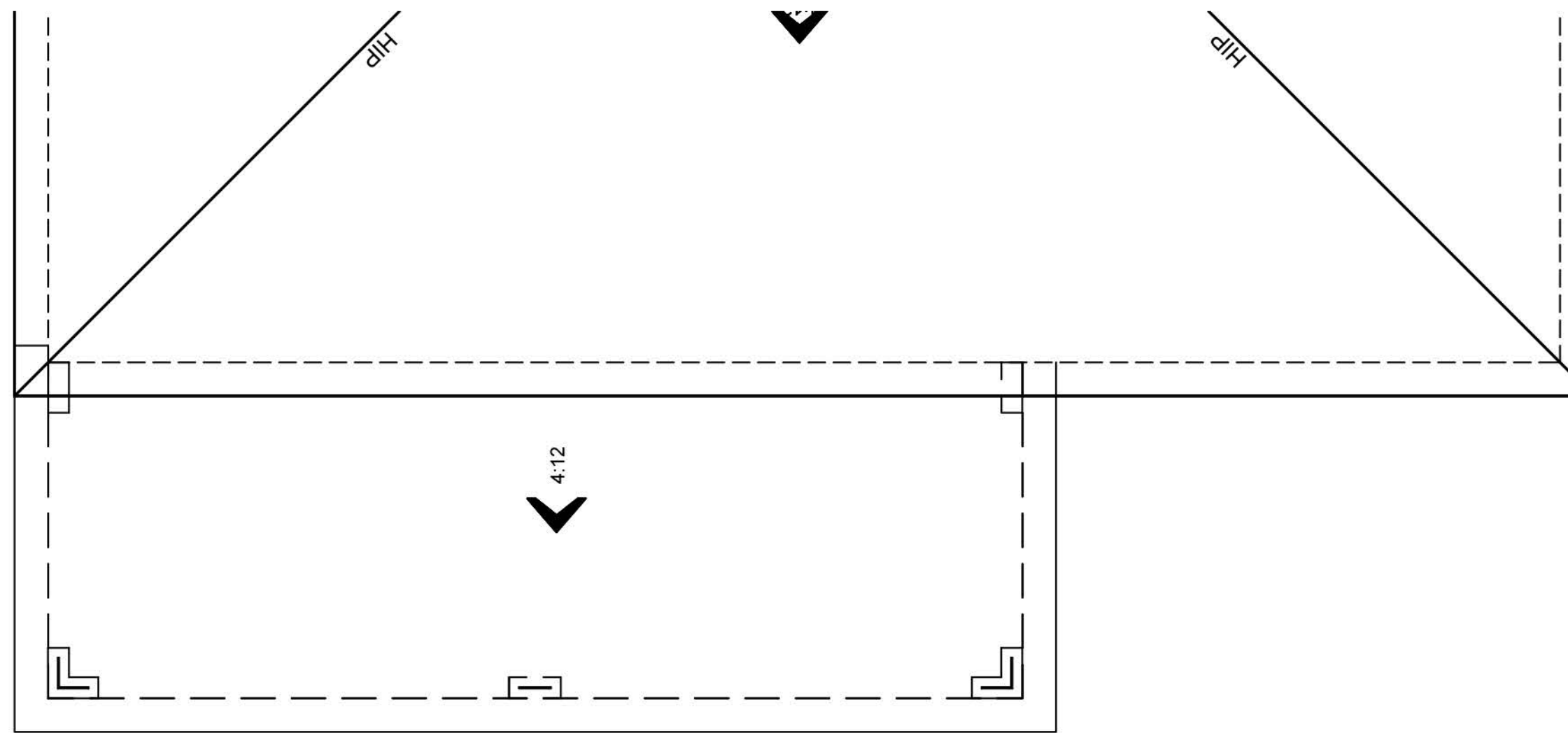
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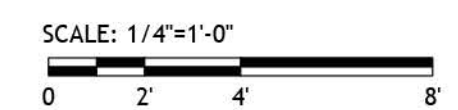
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N34C - TATE  
EXTENDED COVERED PATIO OPTION



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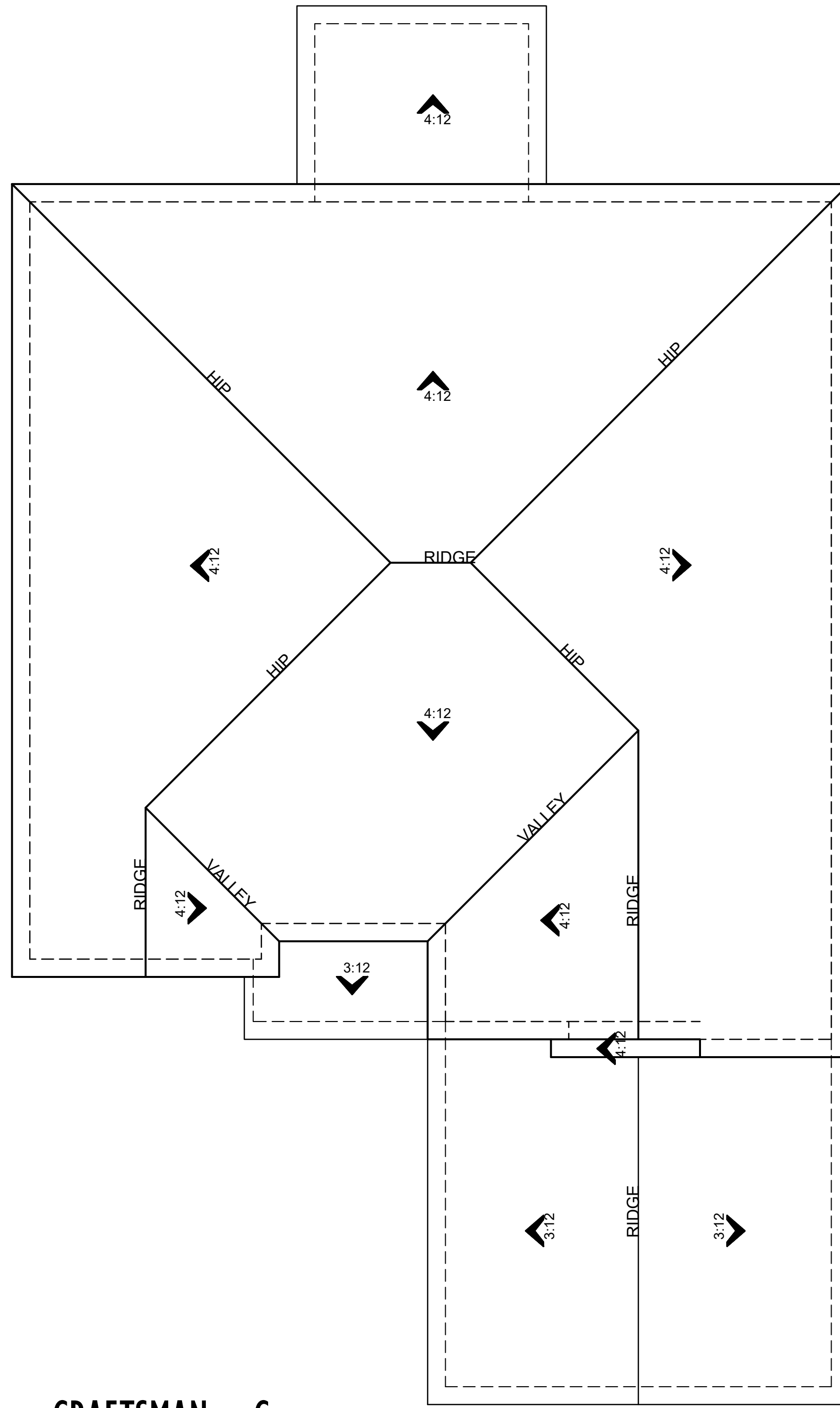
STONE HAVEN  
FOLSOM, CALIFORNIA

JOB # : 109-21122  
DATE: JUNE 21<sup>ST</sup>, 2021

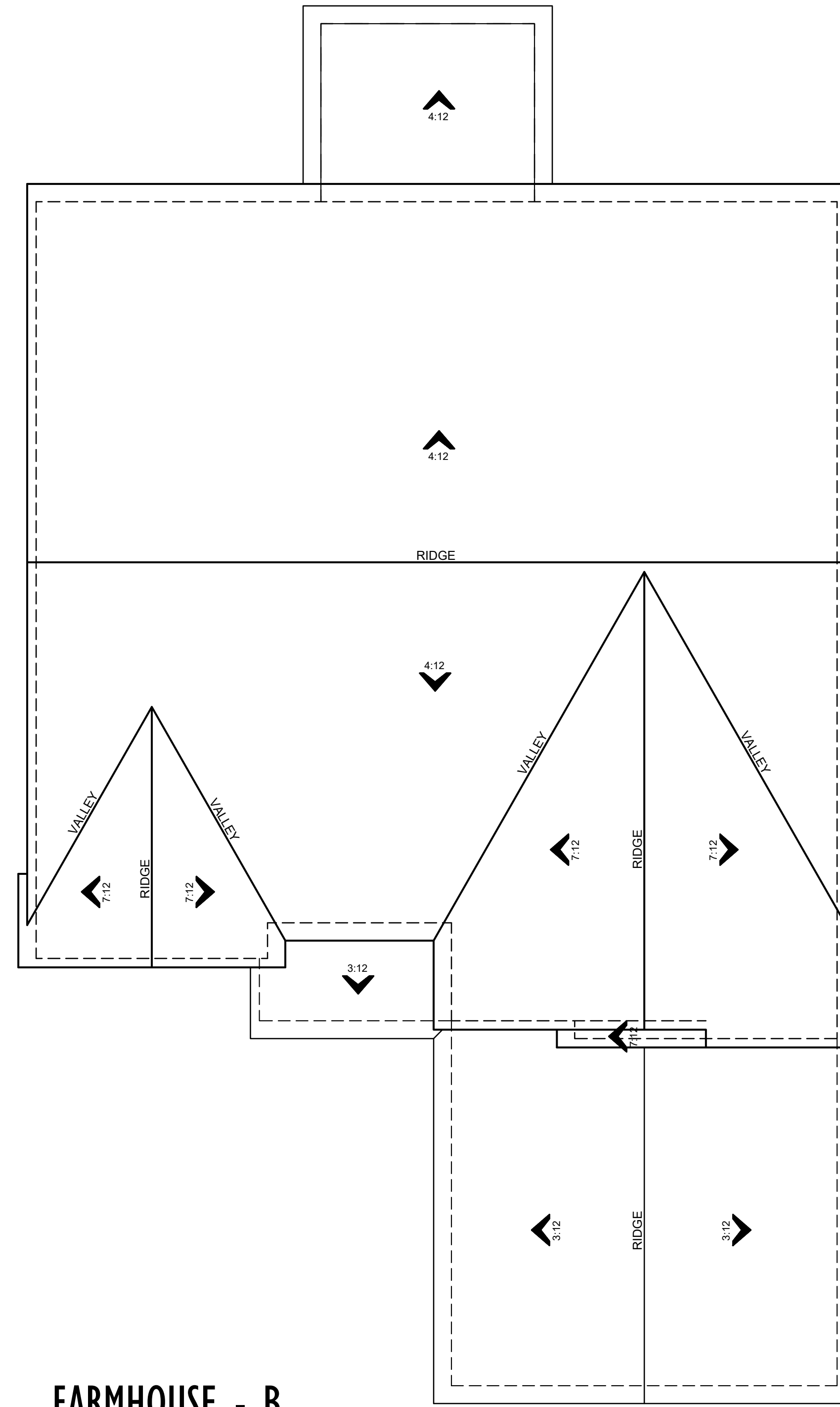


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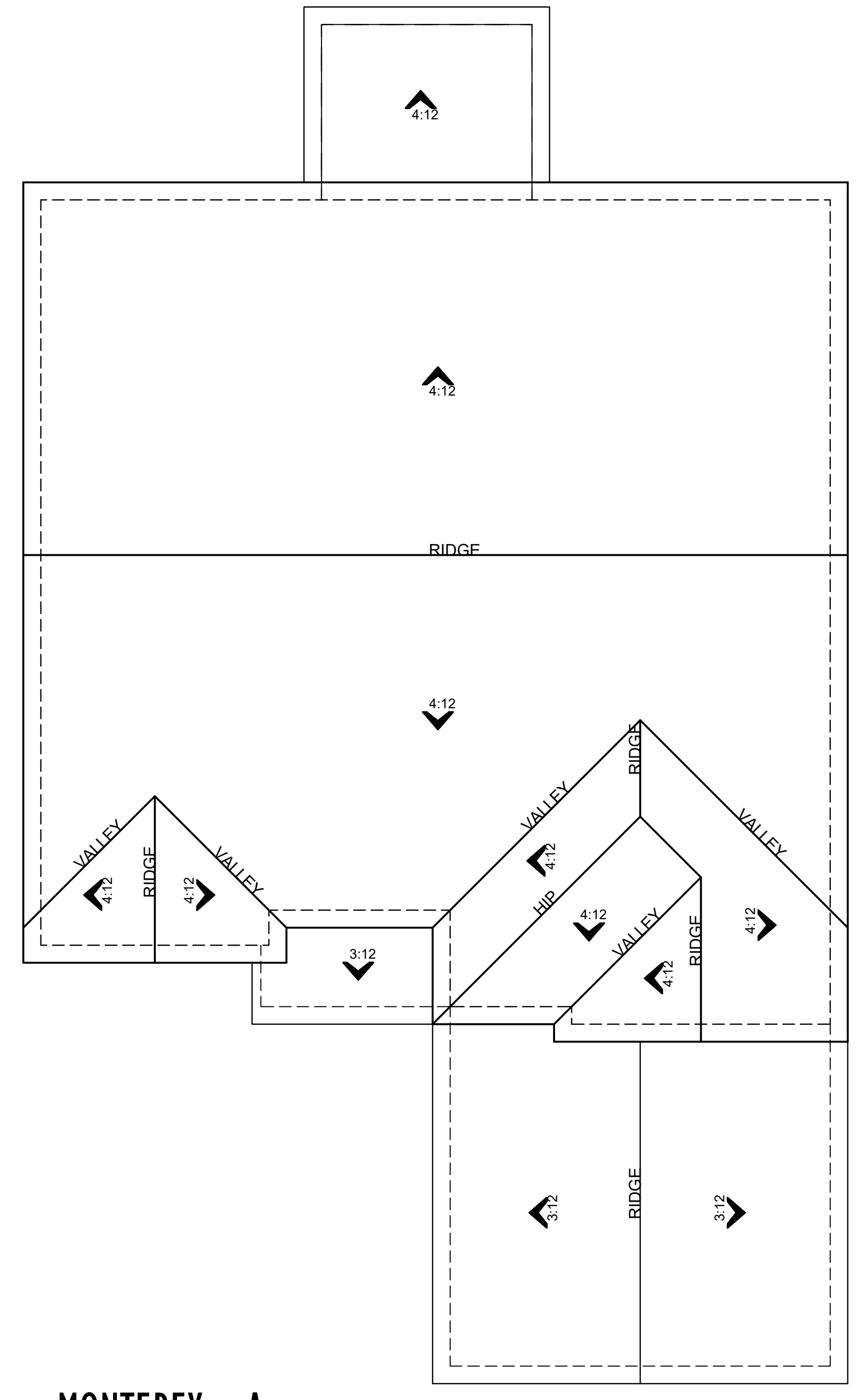




CRAFTSMAN - C



FARMHOUSE - B



MONTEREY - A

N34C - TATE  
ROOF PLANS

STONE HAVEN  
FOLSOM, CALIFORNIA

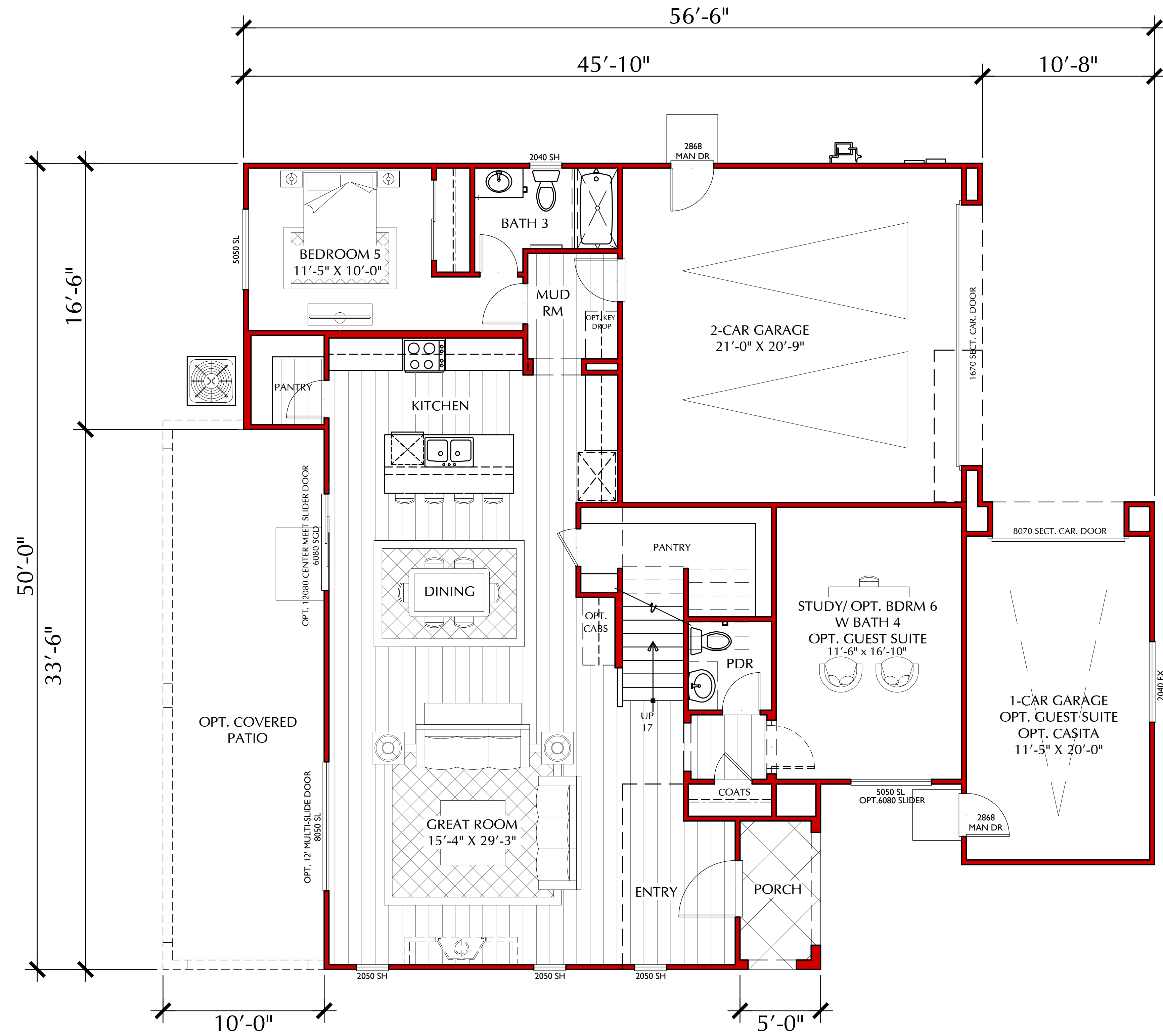
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N696 - PALMER  
 5 BEDROOMS / 3.5 BATHS / STUDY / LOFT  
 3 CAR GARAGE

AREA TABULATION

FIRST FLOOR	1,475 S.F.
SECOND FLOOR	1,658 S.F.
<b>TOTAL</b>	<b>3,133 S.F.</b>

COVERED ENTRY	46 S.F.
2-CAR GARAGE	449 S.F.
1-CAR GARAGE	242 S.F.

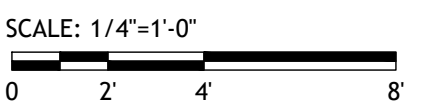
**FIRST FLOOR**

FLOOR PLAN REFLECTS 'A' ELEVATION

**N696 PALMER**

**STONE HAVEN  
 FOLSOM, CALIFORNIA**

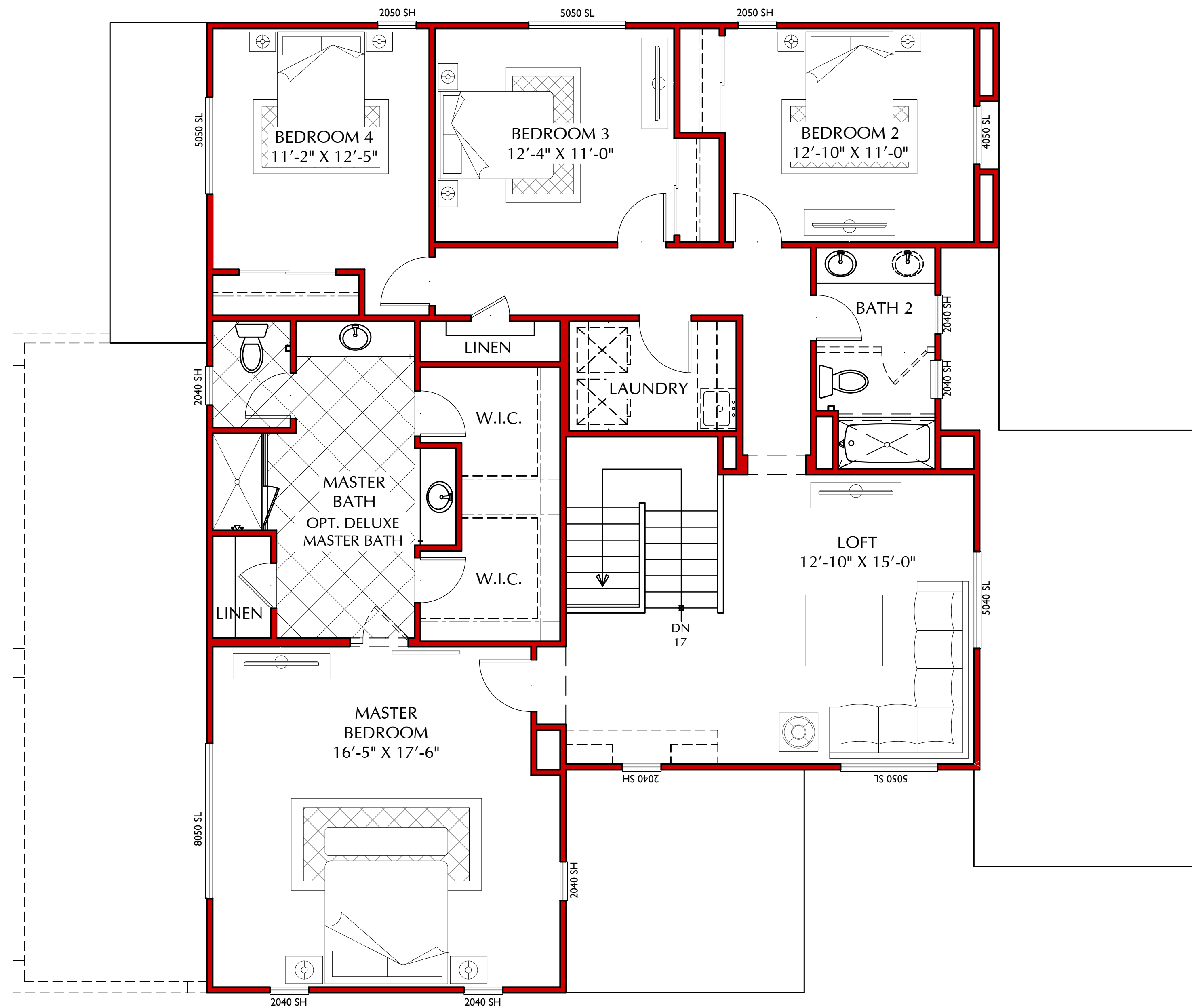
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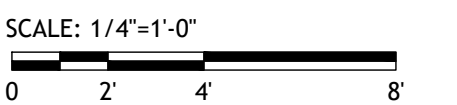
SECOND FLOOR

N696 PALMER

STONE HAVEN  
FOLSOM, CALIFORNIA

JOB # : 109-21122

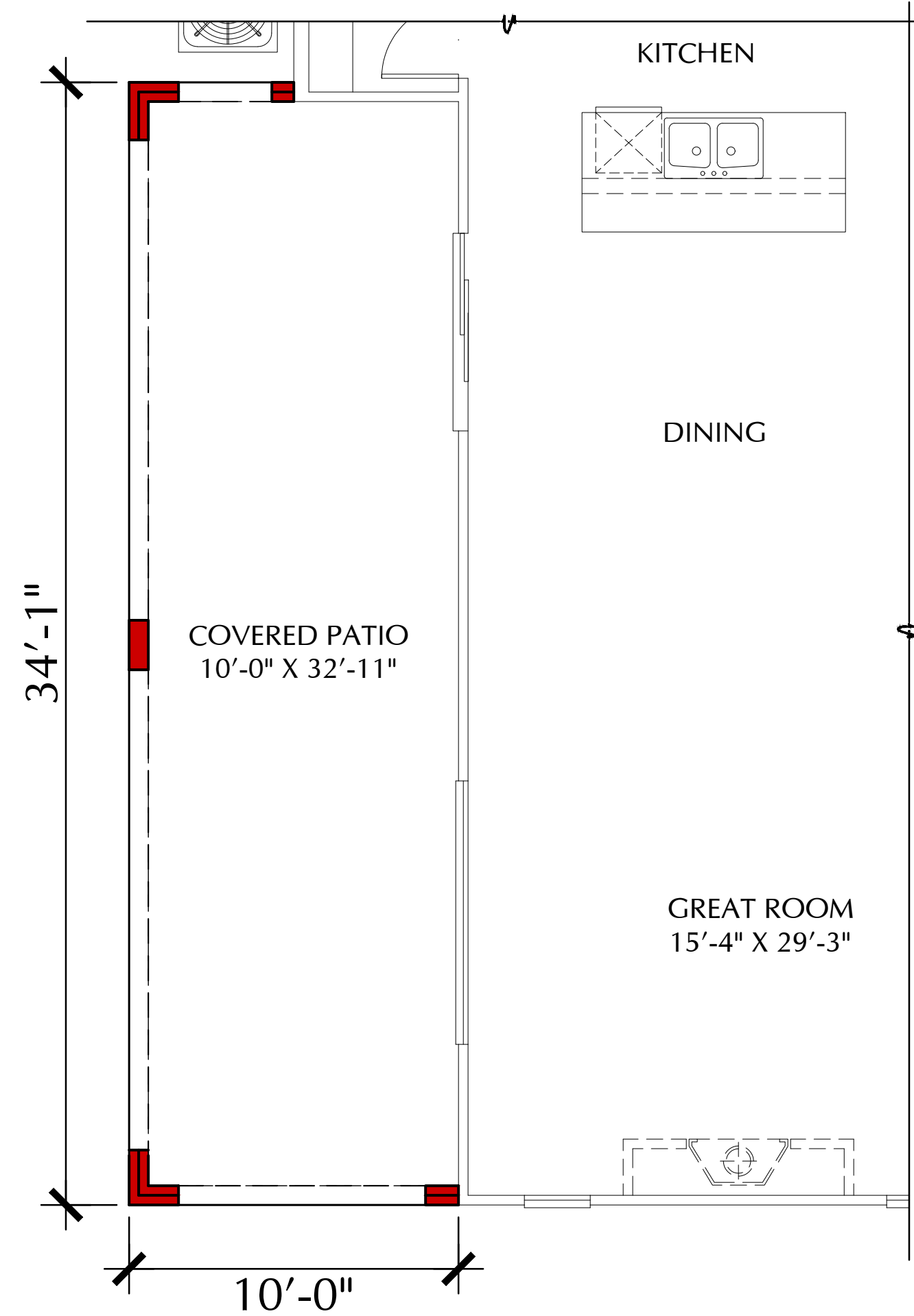
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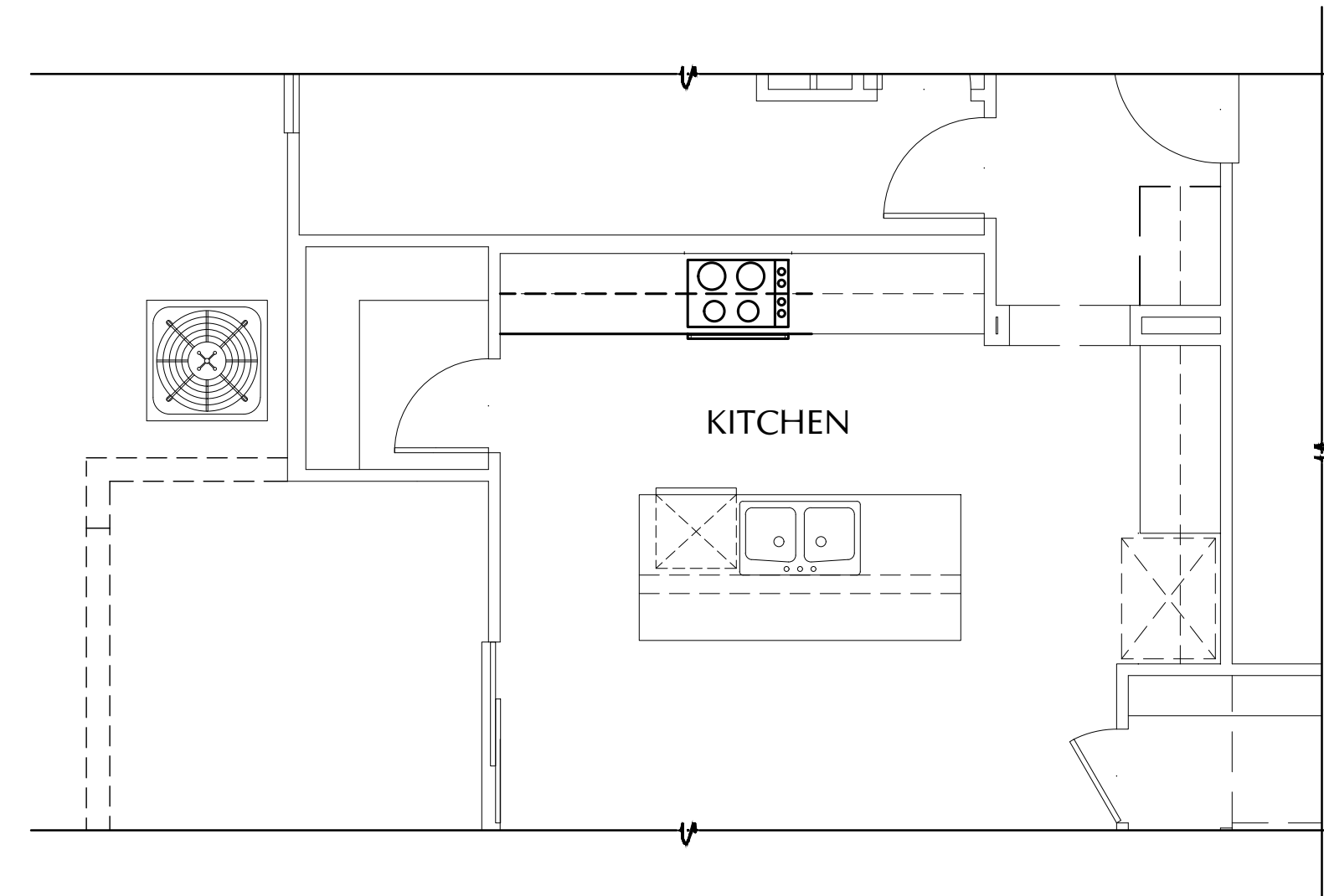
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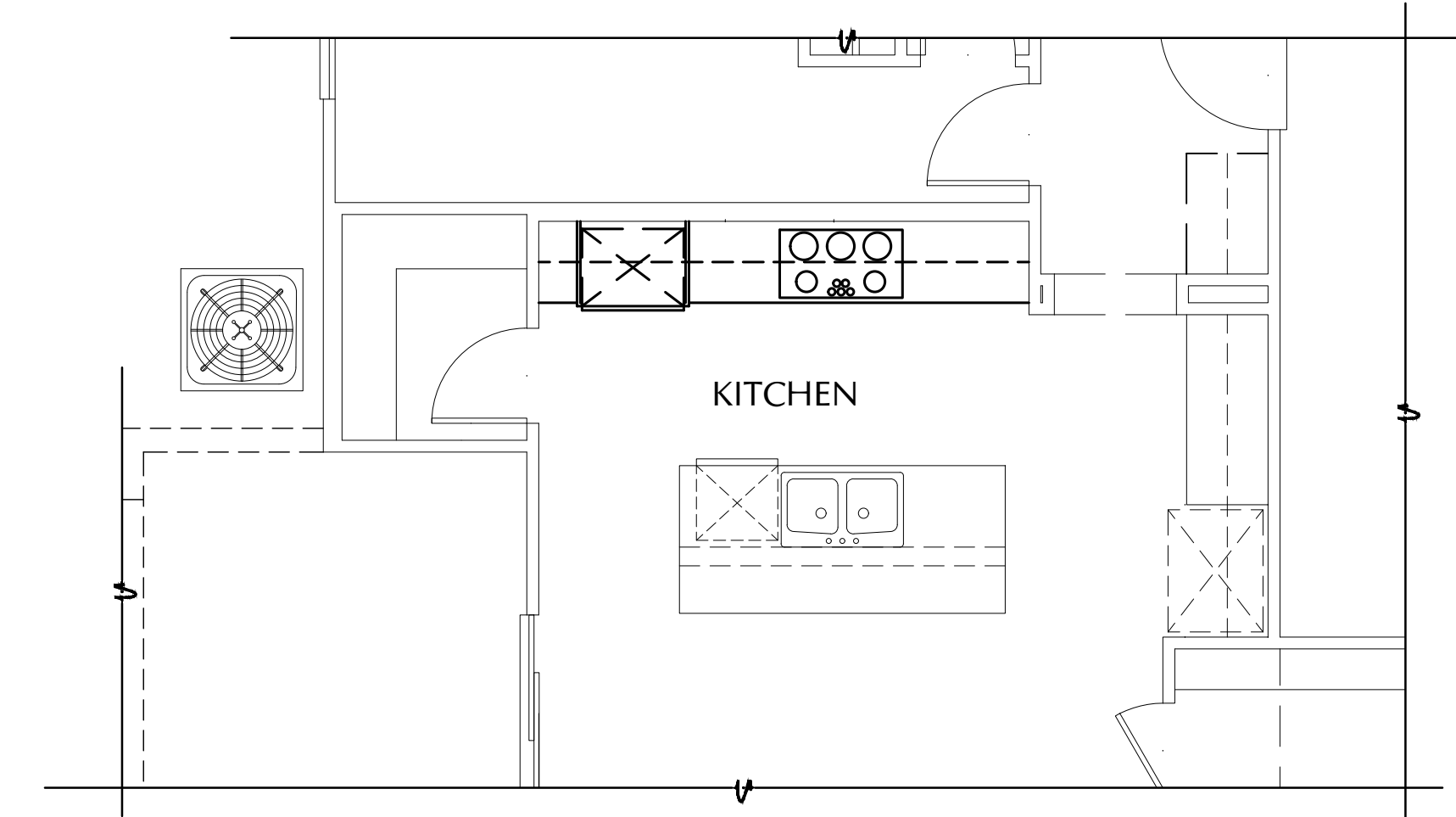
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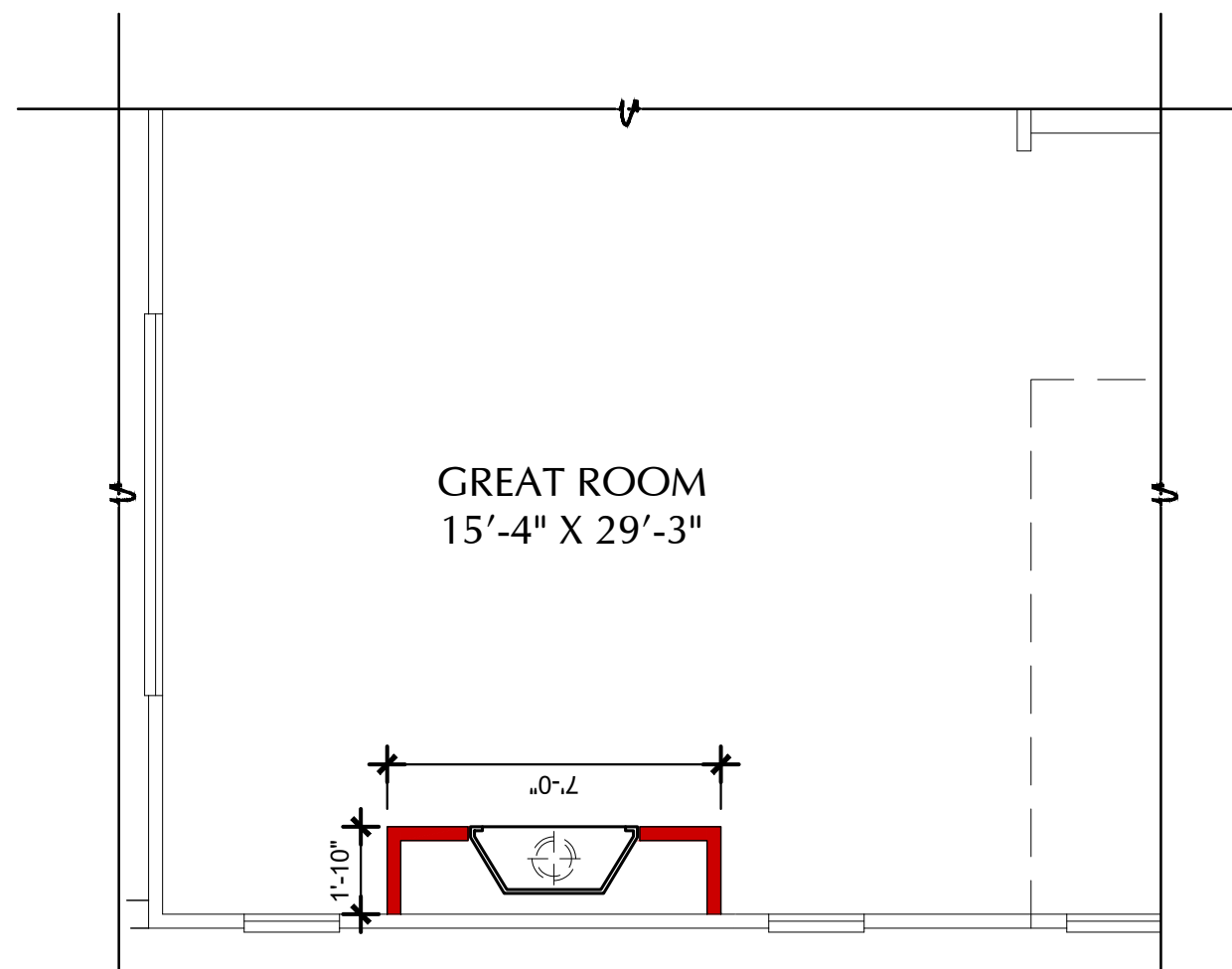
**OPT. COVERED PATIO** PLAN N696  
SCALE: 1/4" = 1'-0"



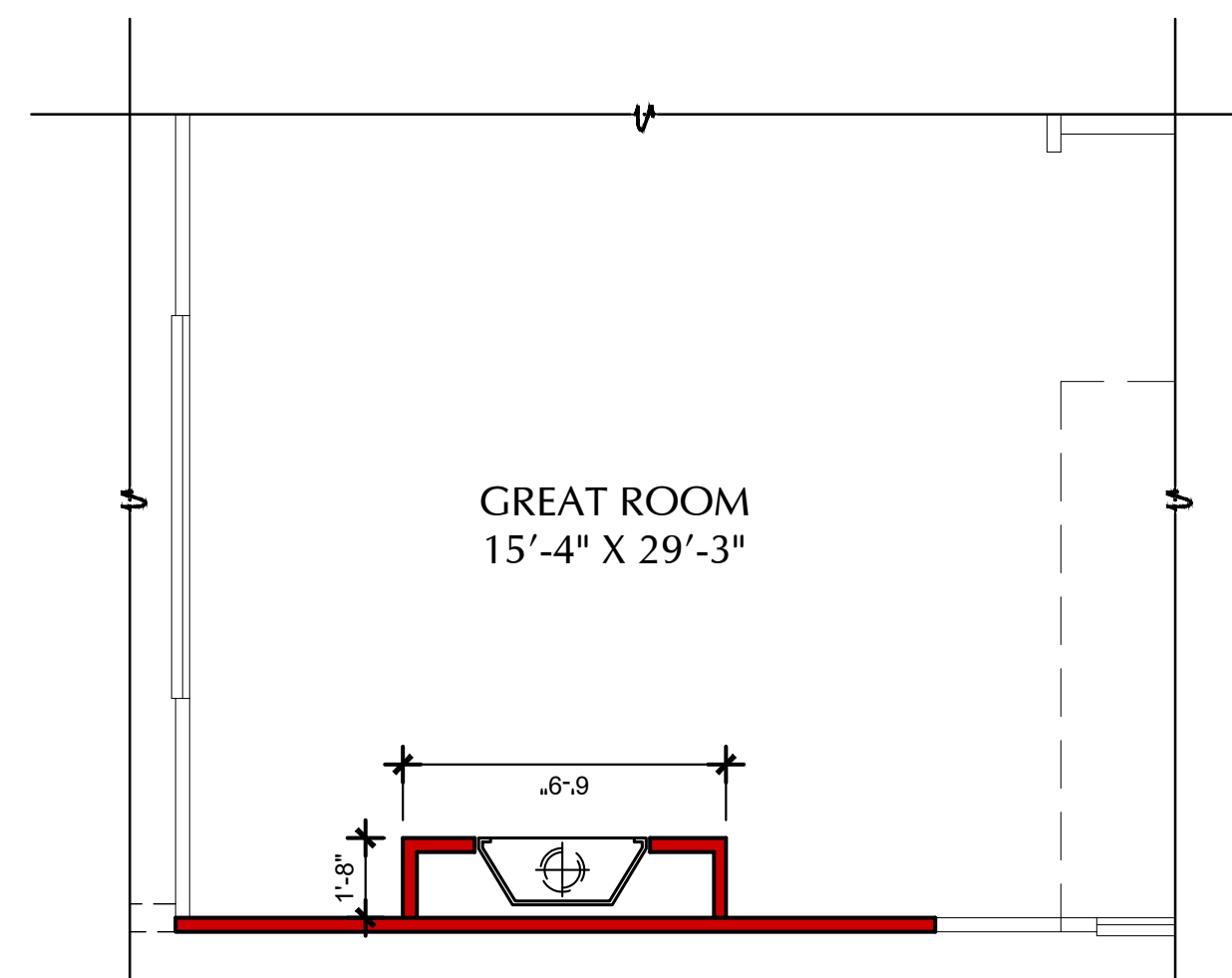
**OPT. GOURMET KITCHEN LITE** PLAN N696  
SCALE: 1/4" = 1'-0"



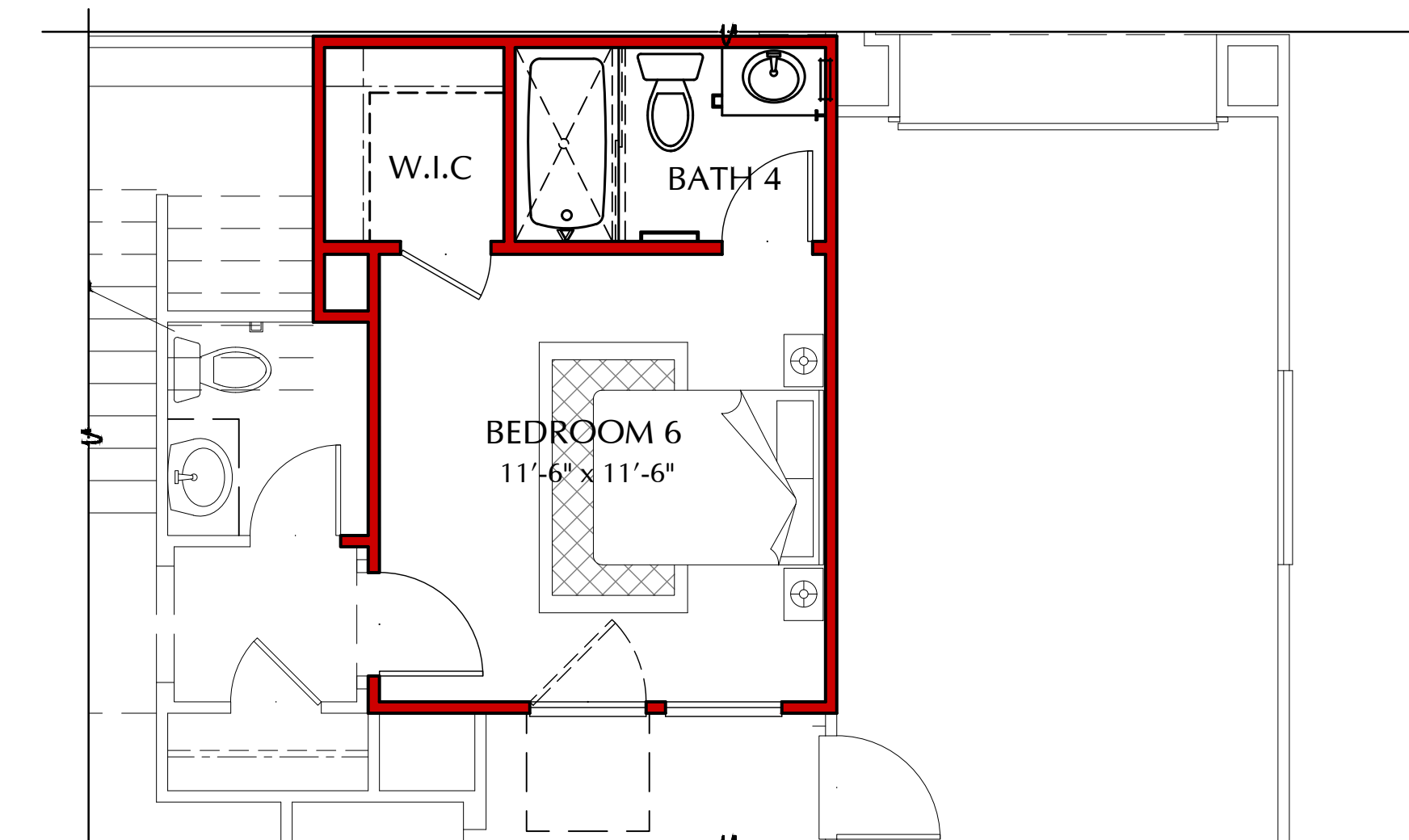
**OPT. GOURMET KITCHEN** PLAN N696  
SCALE: 1/4" = 1'-0"



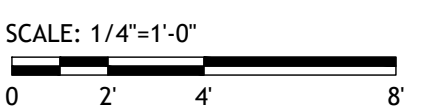
**OPT. FIREPLACE** PLAN N696  
TRADITIONAL SCALE: 1/4" = 1'-0"



**OPT. FIREPLACE** PLAN N696  
CONTEMPORARY SCALE: 1/4" = 1'-0"



**OPT. BEDROOM 6/ BATH 4** PLAN N696  
SCALE: 1/4" = 1'-0"



## N696 PALMER

### STONE HAVEN FOLSOM, CALIFORNIA

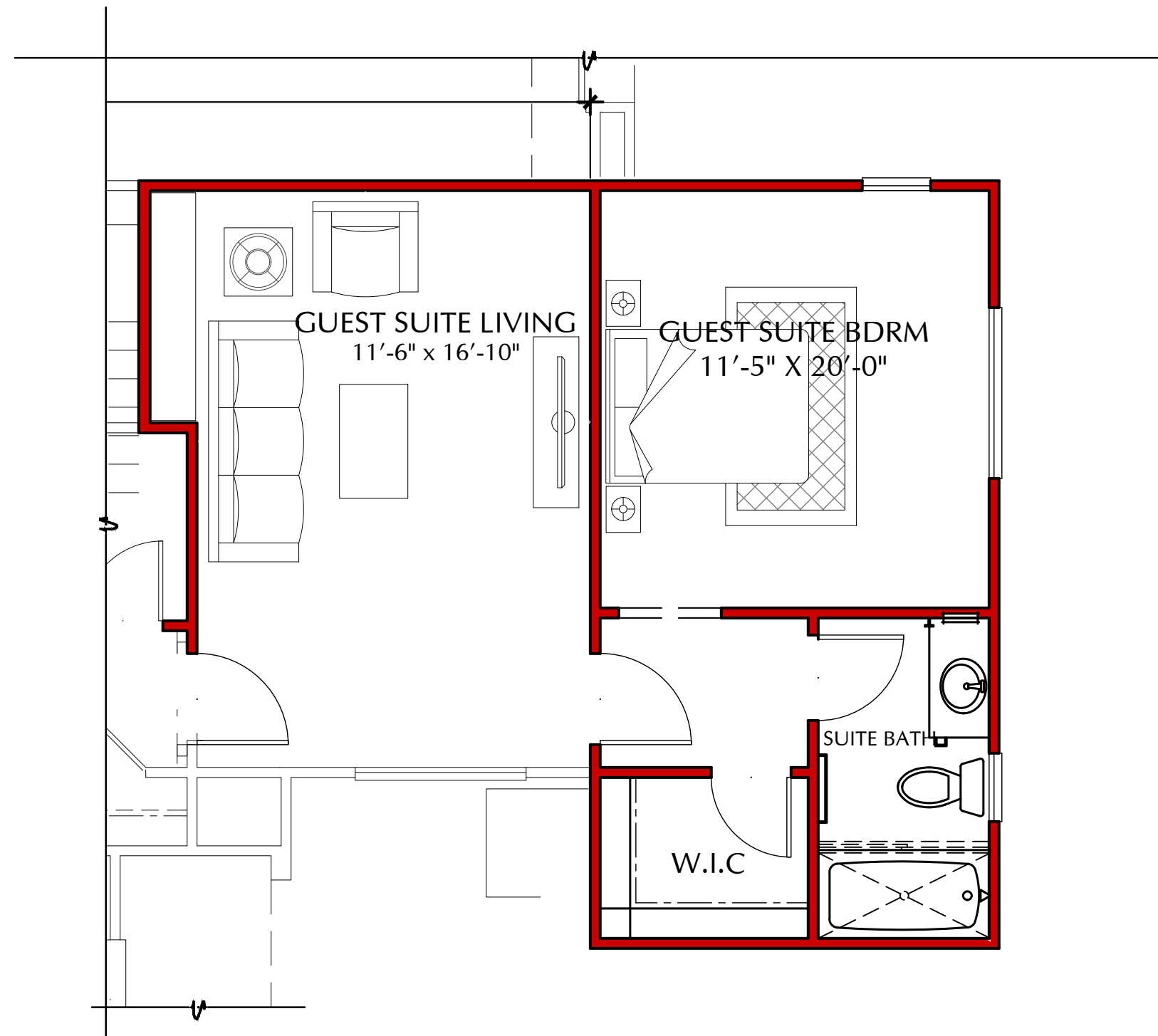
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DATE: JUNE 21<sup>ST</sup>, 2021



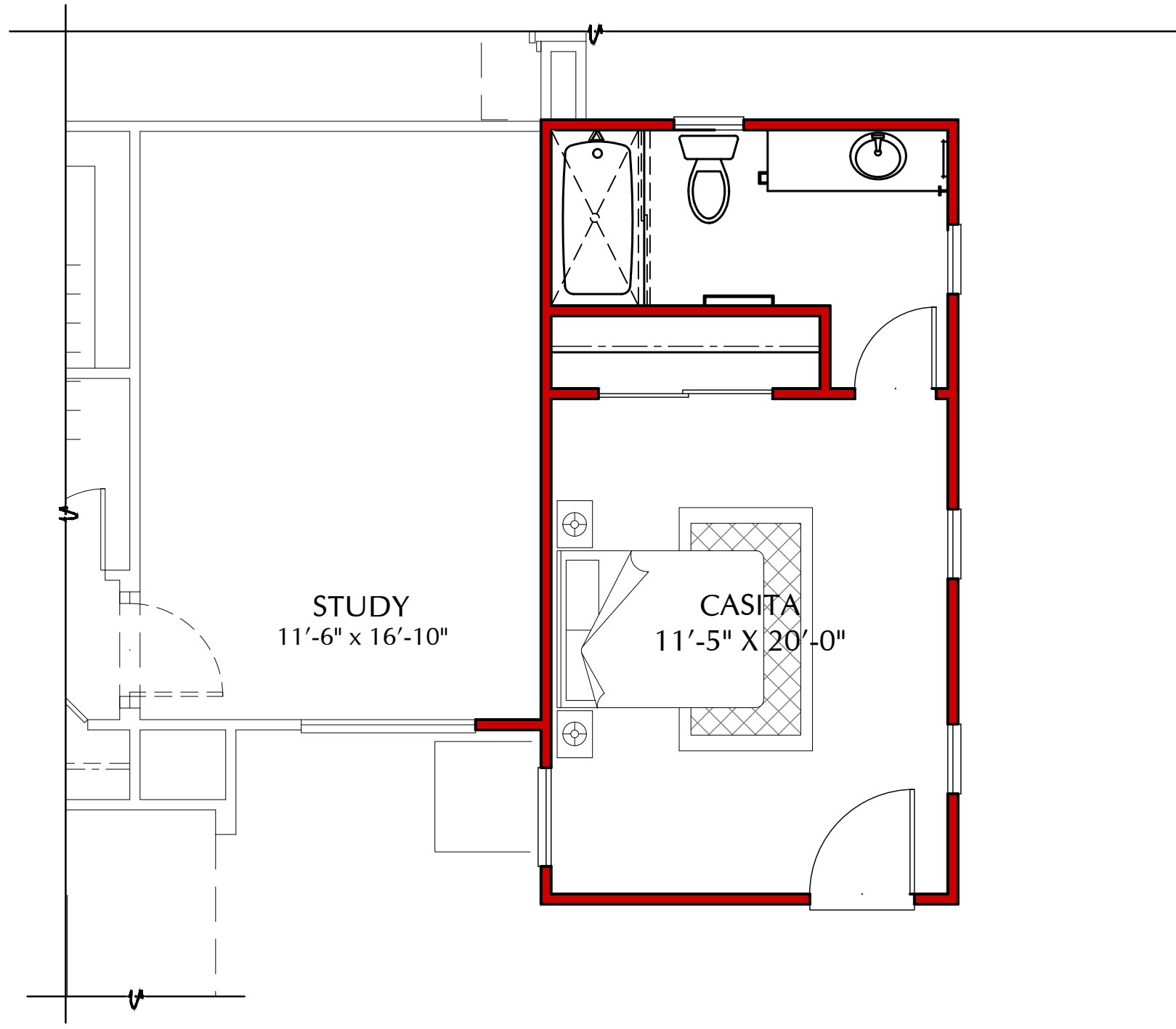
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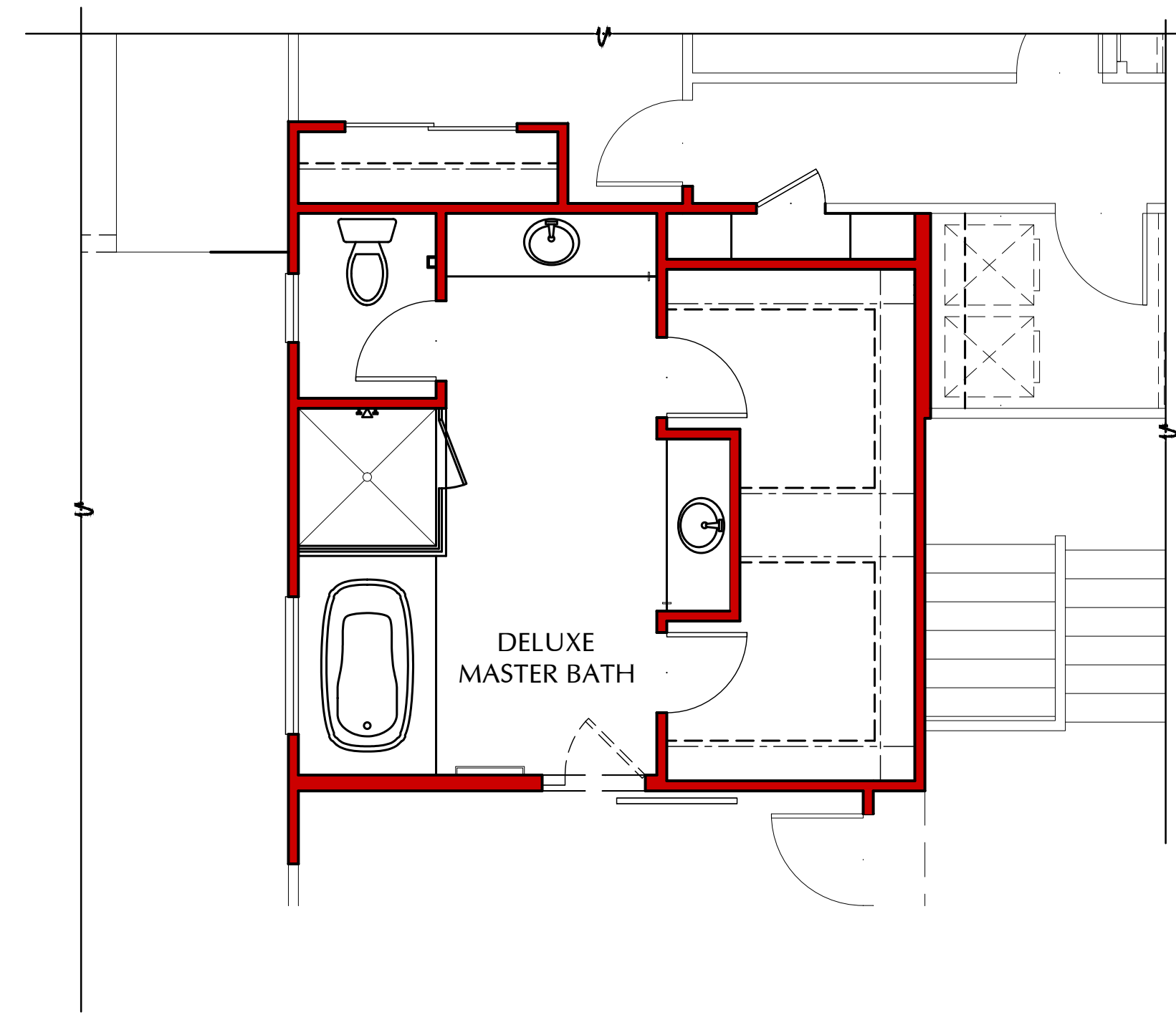
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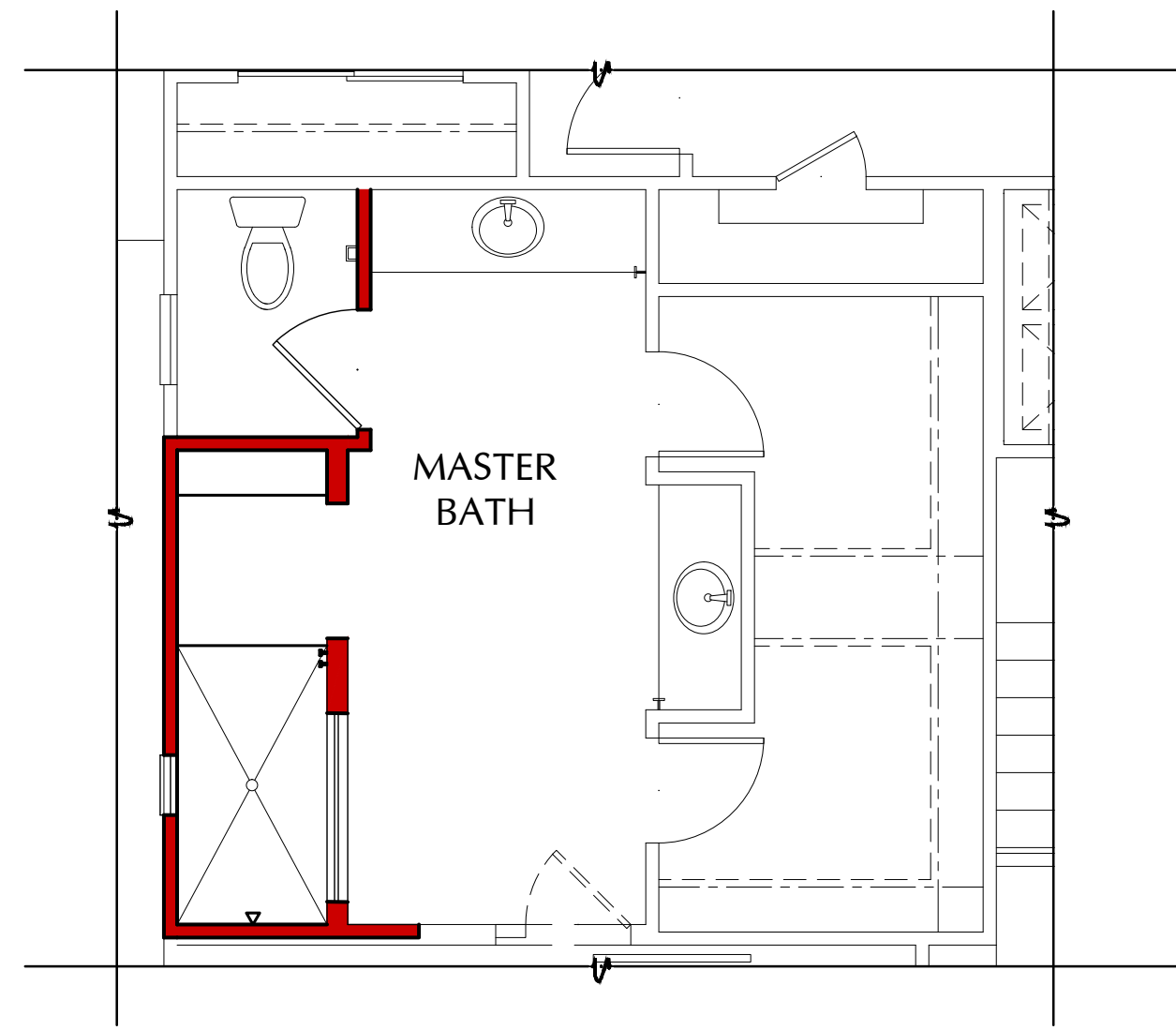
**OPT. GUEST SUITE PLAN N 696**  
 IN LIEU 1 - CAR GARAGE SCALE: 1/4" = 1'-0"



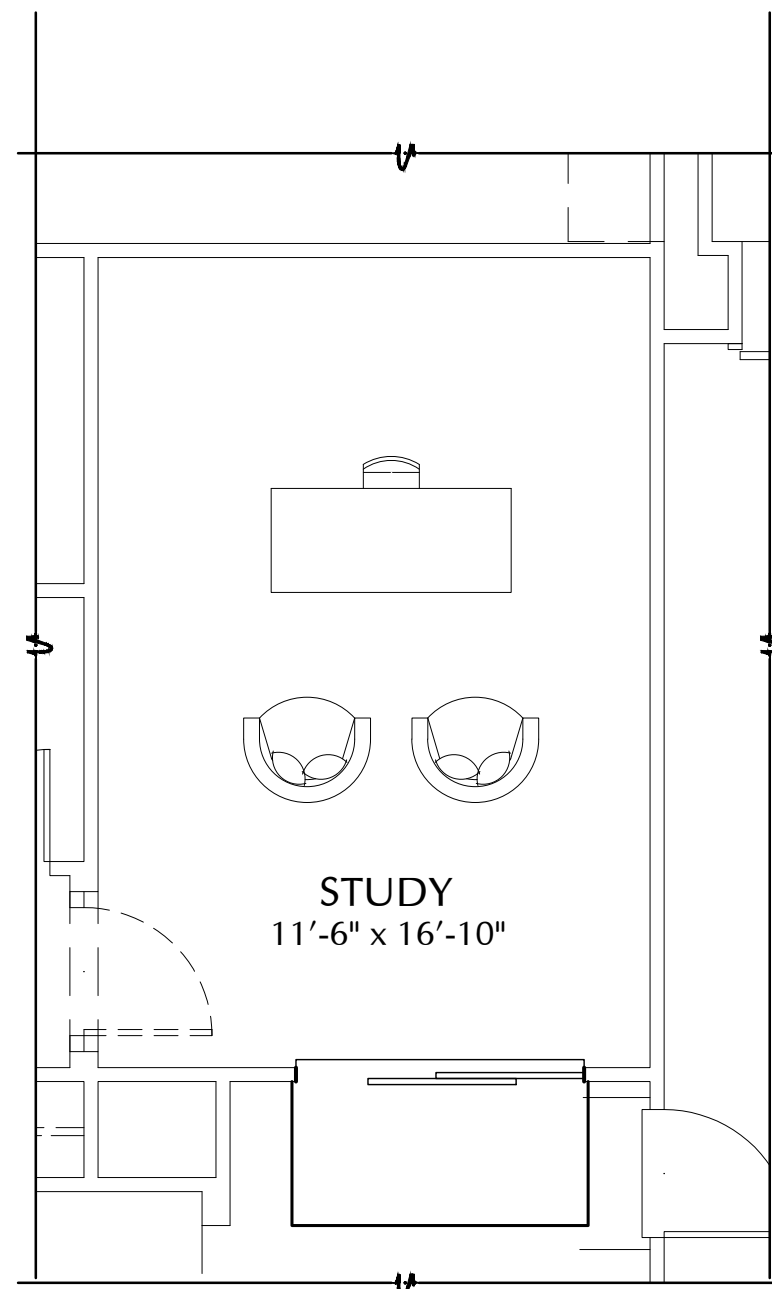
**OPT. CASITA PLAN N696**  
 IN LIEU 1 - CAR GARAGE SCALE: 1/4" = 1'-0"



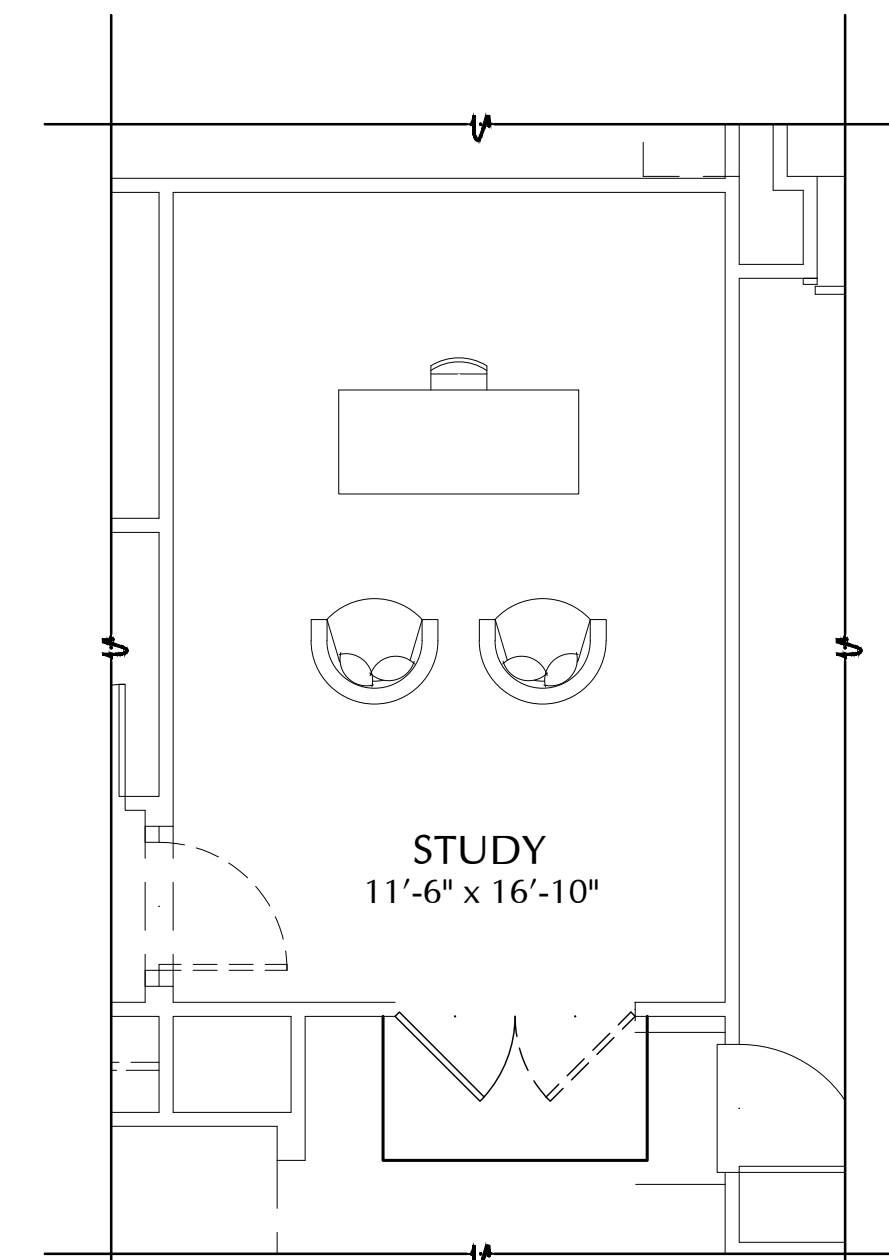
**OPT. DELUXE MASTER BATH PLAN N696**  
 SCALE: 1/4" = 1'-0"



**OPT. WALK-IN SHOWER PLAN N696**  
 SCALE: 1/4" = 1'-0"



**OPT. 6080 SGD PLAN N399**  
 SCALE: 1/4" = 1'-0"

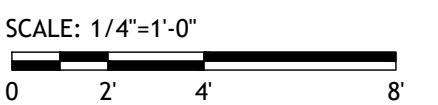


**OPT. FRENCH DRS PLAN N696**  
 SCALE: 1/4" = 1'-0"

**N696 PALMER**

**STONE HAVEN  
 FOLSOM, CALIFORNIA**

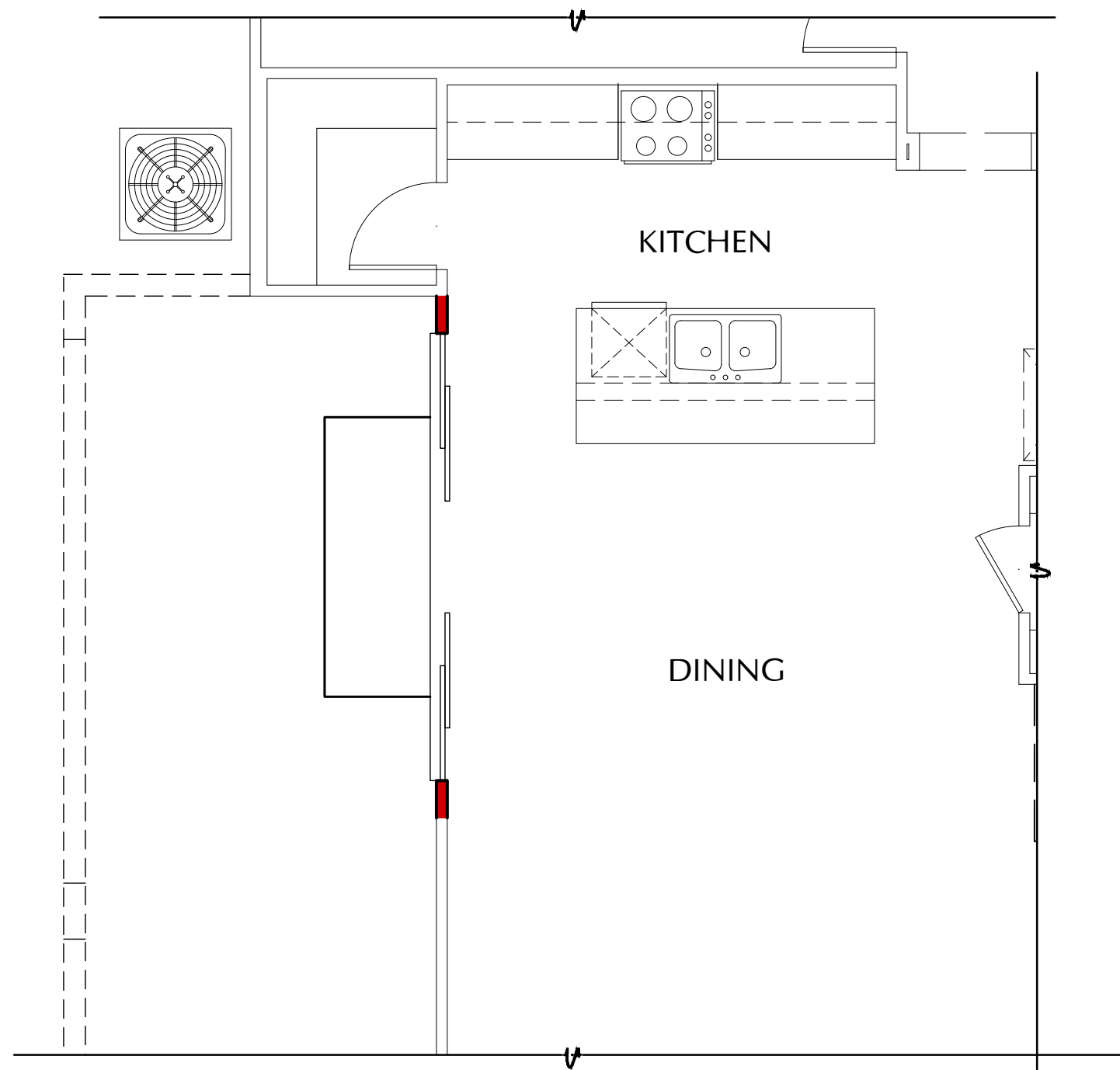
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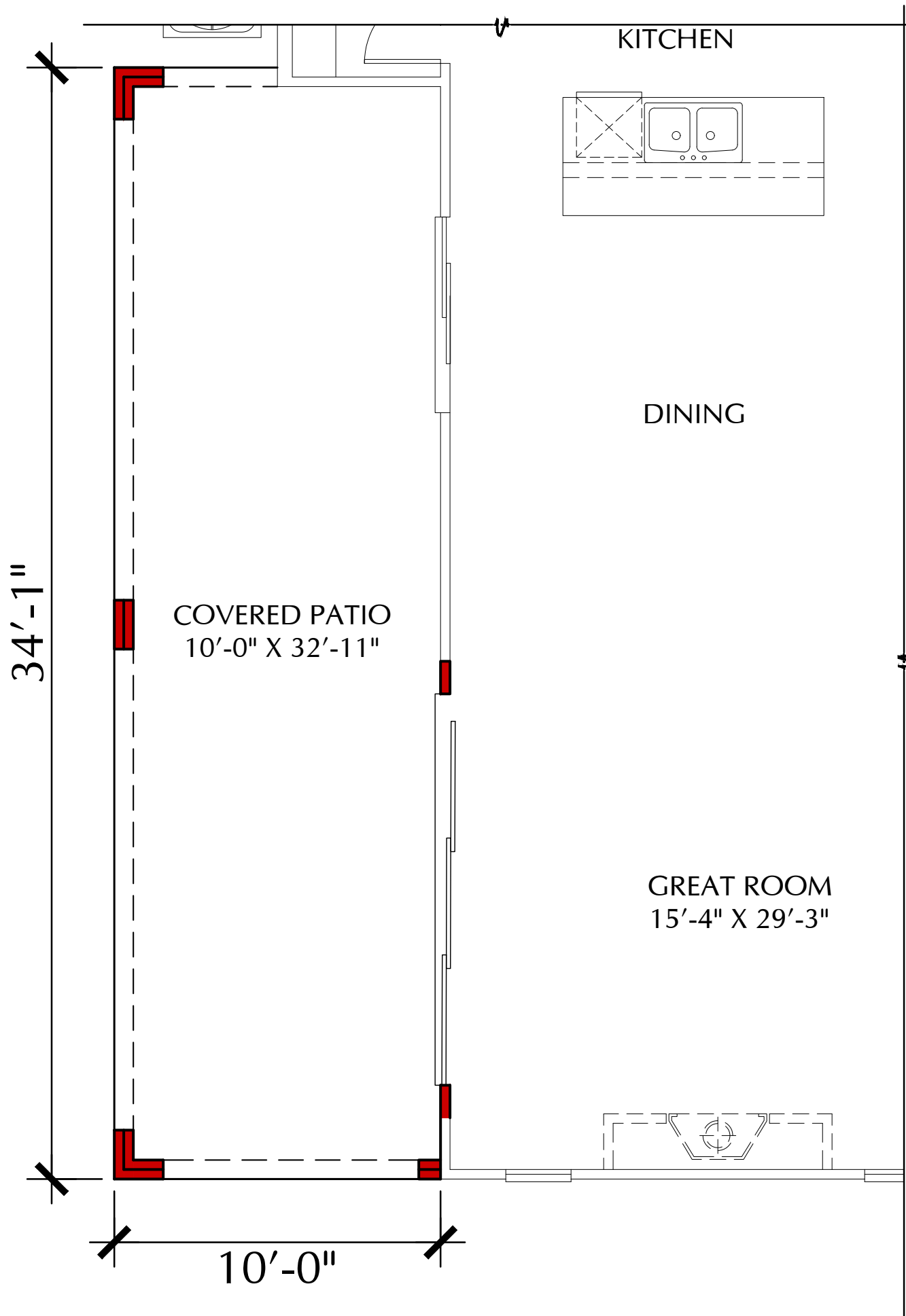
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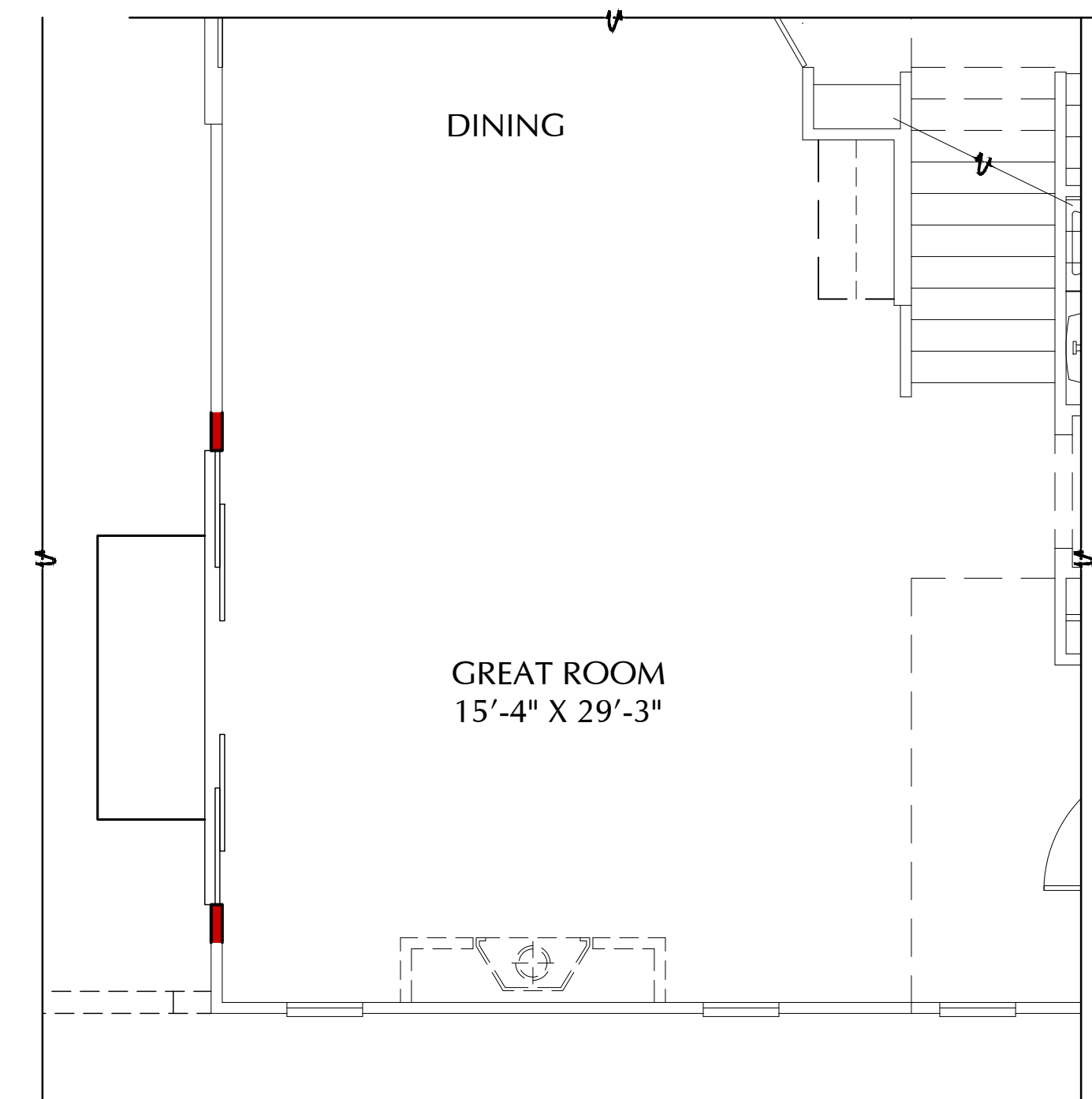
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**OPT. 12' CENTER MEET DOOR AT DINING PLAN N 696**  
SCALE: 1/4" = 1'-0"



**OPT. 12' MULTI-SLIDE T DOOR AT GREAT RM. PLAN N 696**  
SCALE: 1/4" = 1'-0"



**OPT. 12' CENTER MEET DOOR AT GREAT RM. PLAN N 696**  
SCALE: 1/4" = 1'-0"

## N696 PALMER

### STONE HAVEN FOLSOM, CALIFORNIA

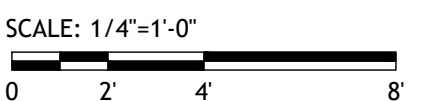
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MONTEREY - A

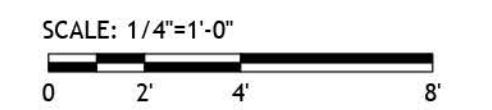


CRAFTSMAN - C



N696 - PALMER  
FRONT ELEVATIONS

FARMHOUSE - B



NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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FOLSOM, CALIFORNIA

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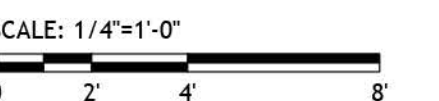
A FRONT ELEVATION - MONTEREY



A REAR ELEVATION - MONTEREY

N696 - PALMER  
FRONT & REAR ELEVATIONS

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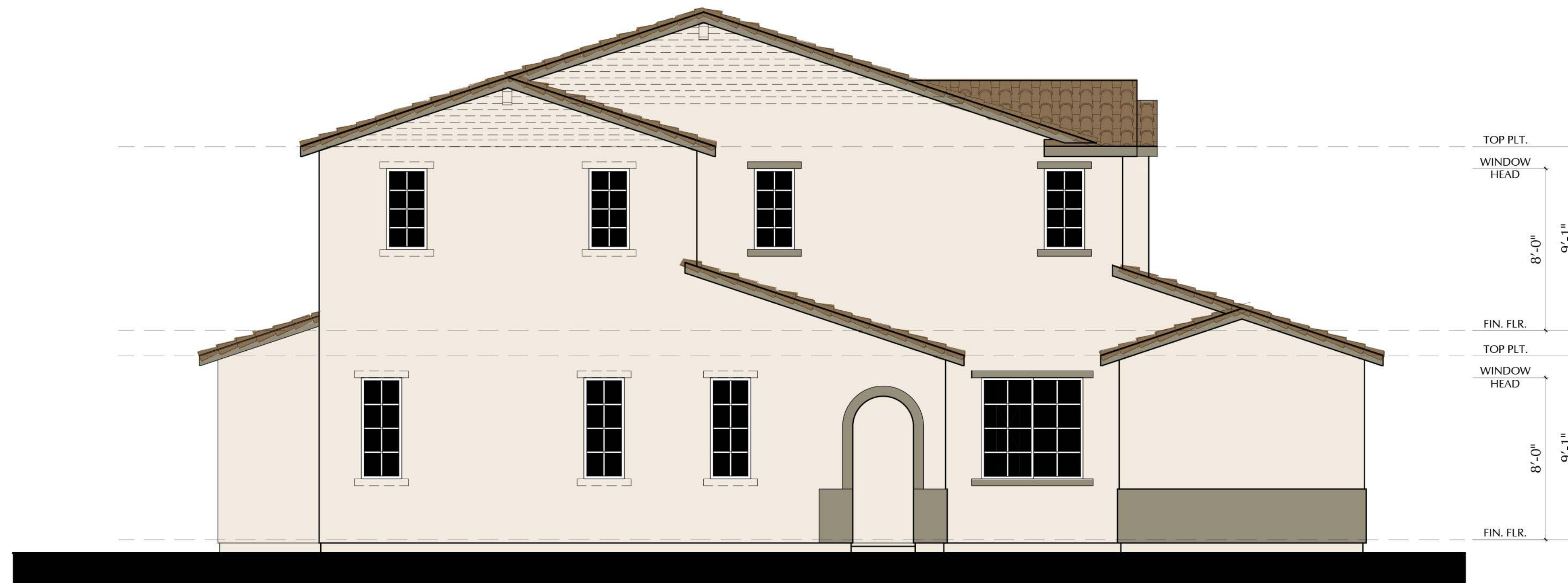
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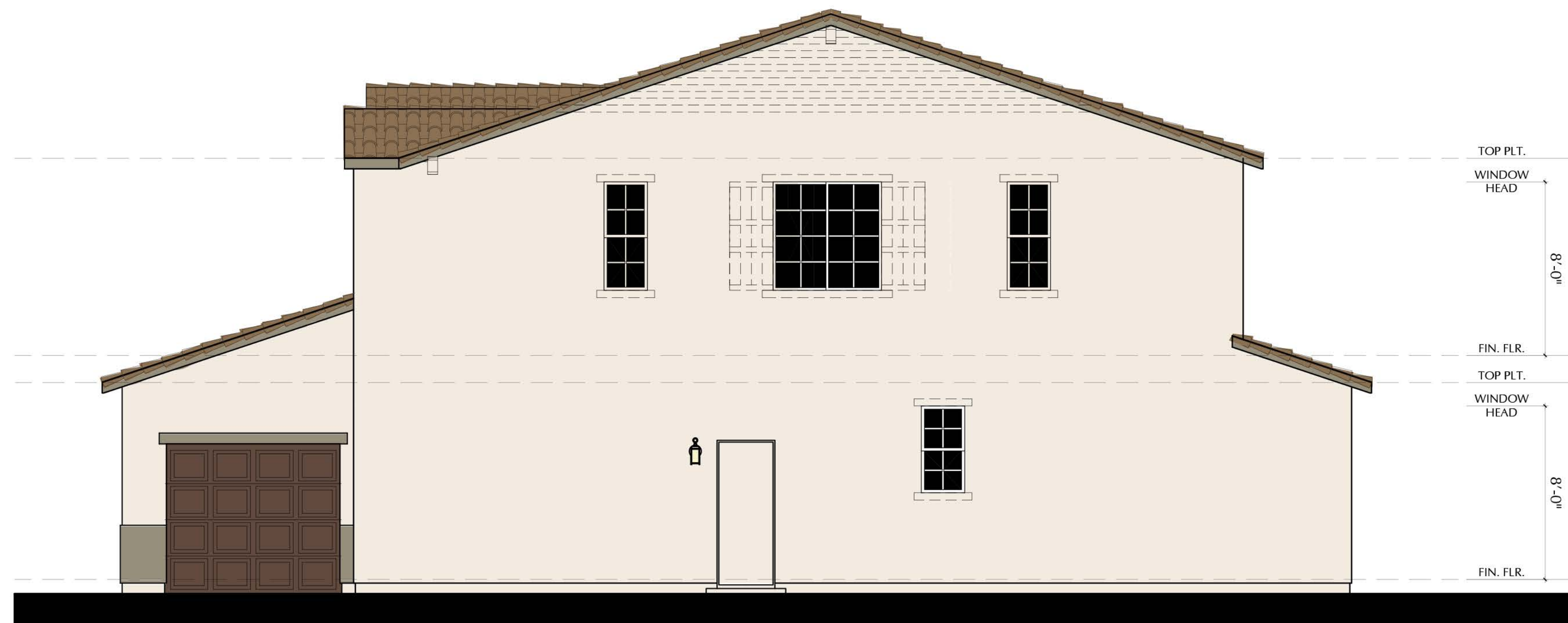


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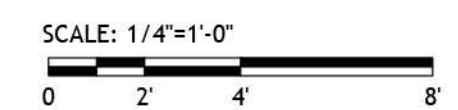
A LEFT ELEVATION - MONTEREY



A RIGHT ELEVATION - MONTEREY

N696 - PALMER  
SIDE ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



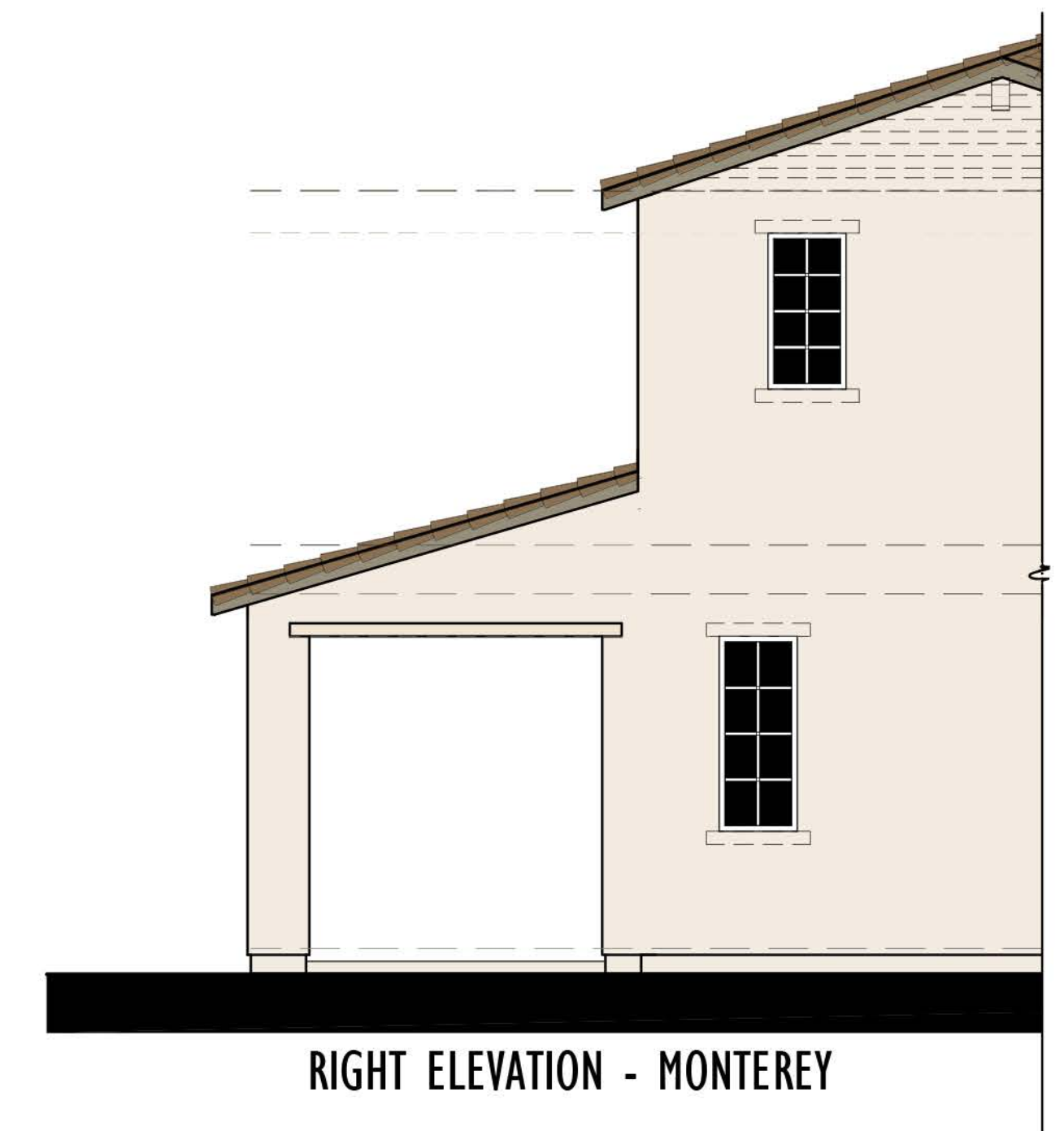
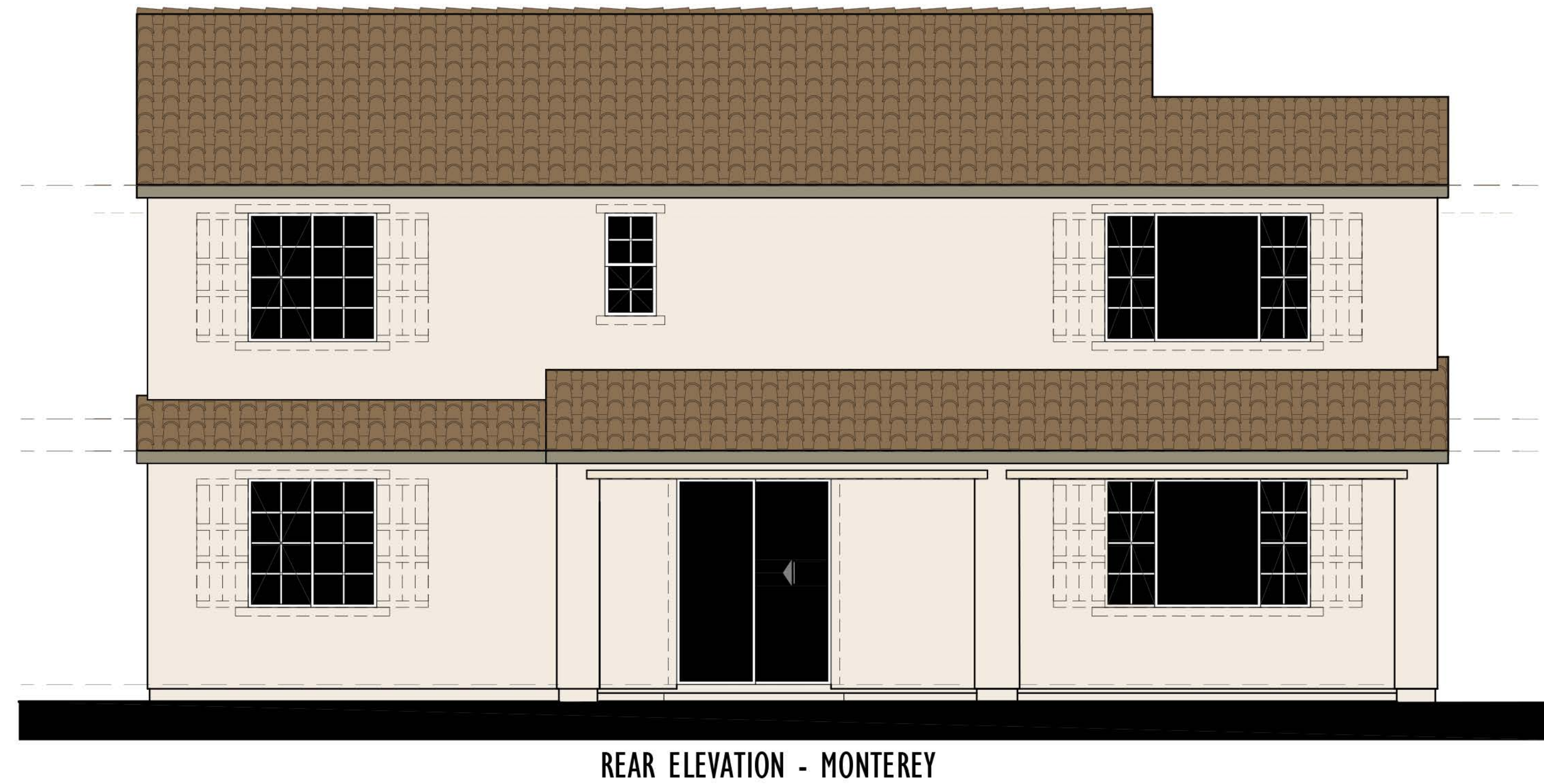
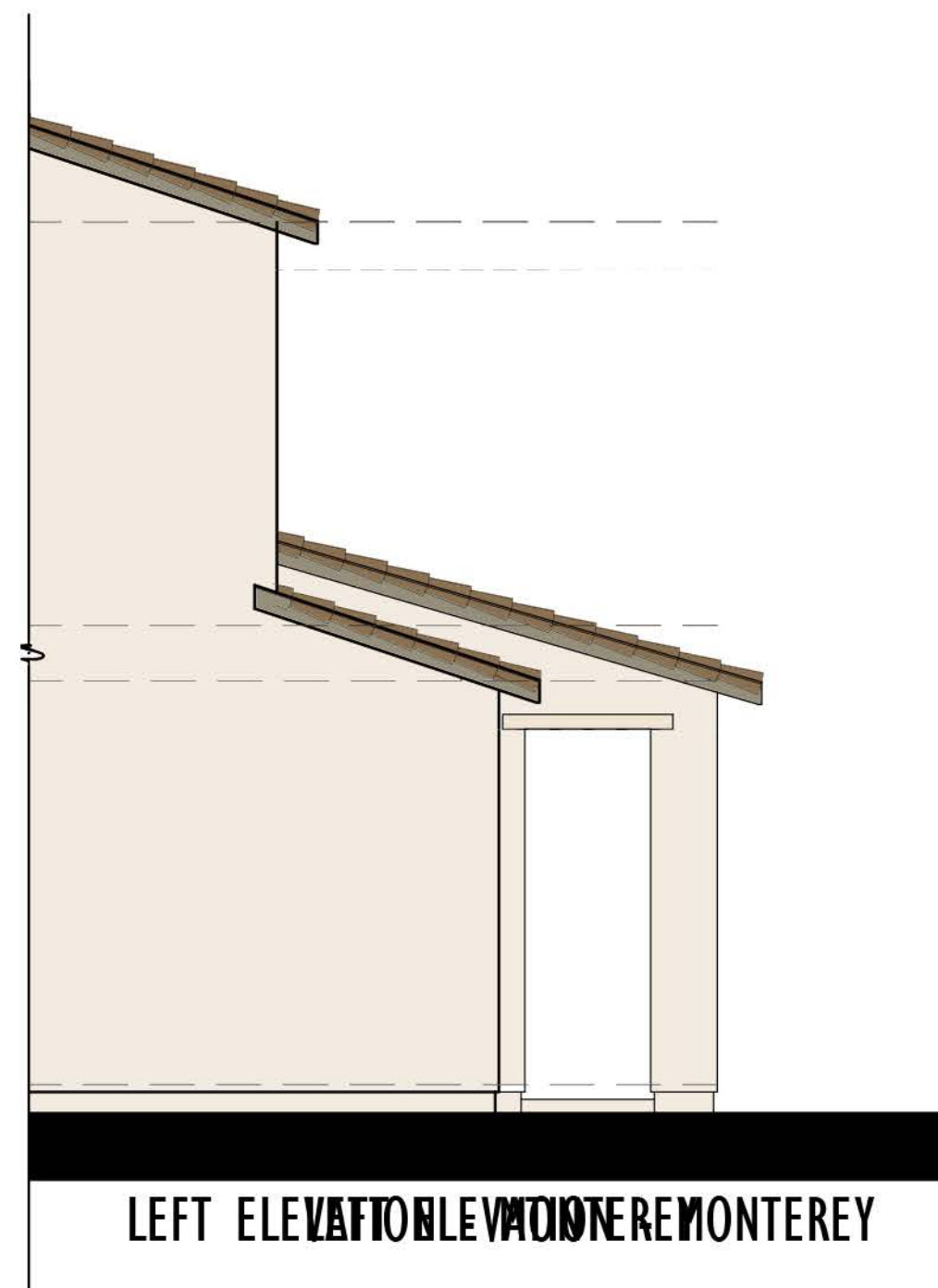
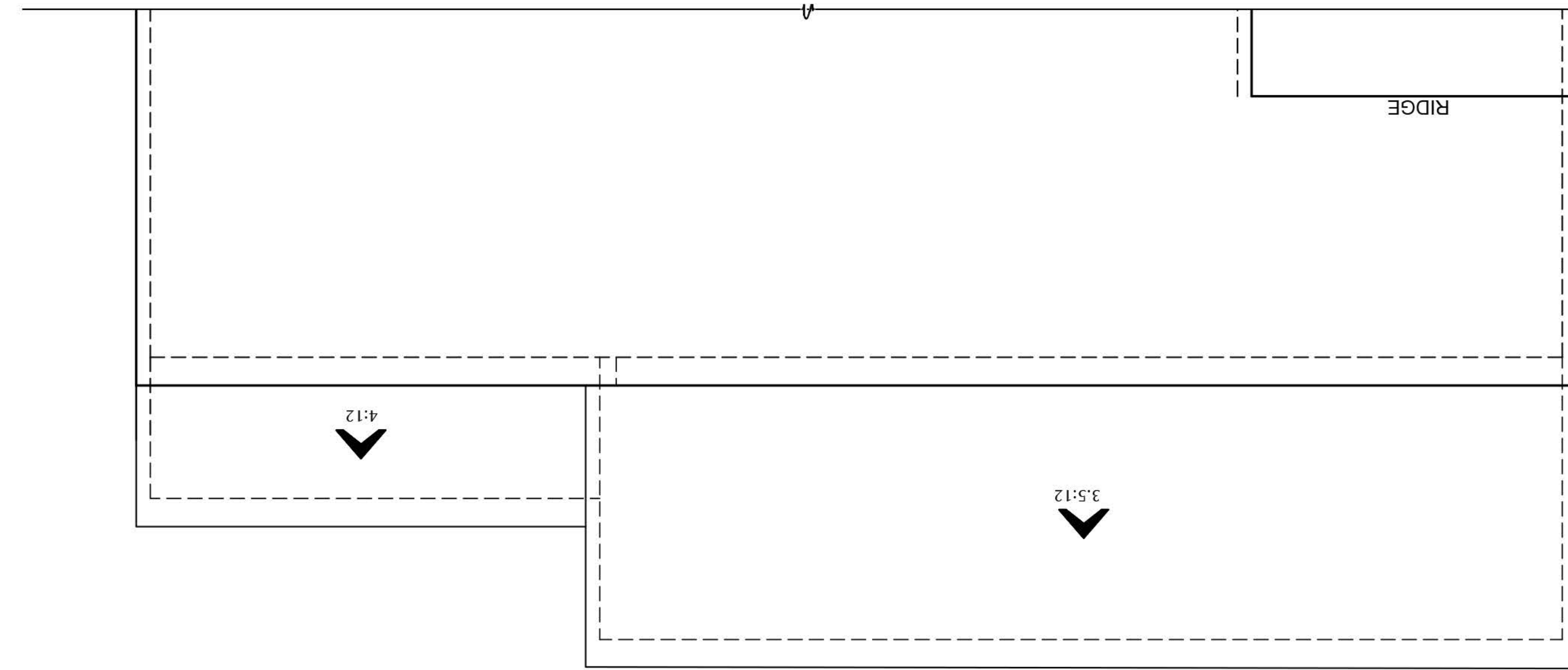
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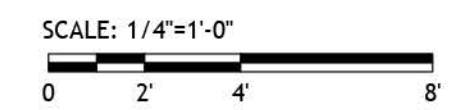
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COVERED PATIO OPTION



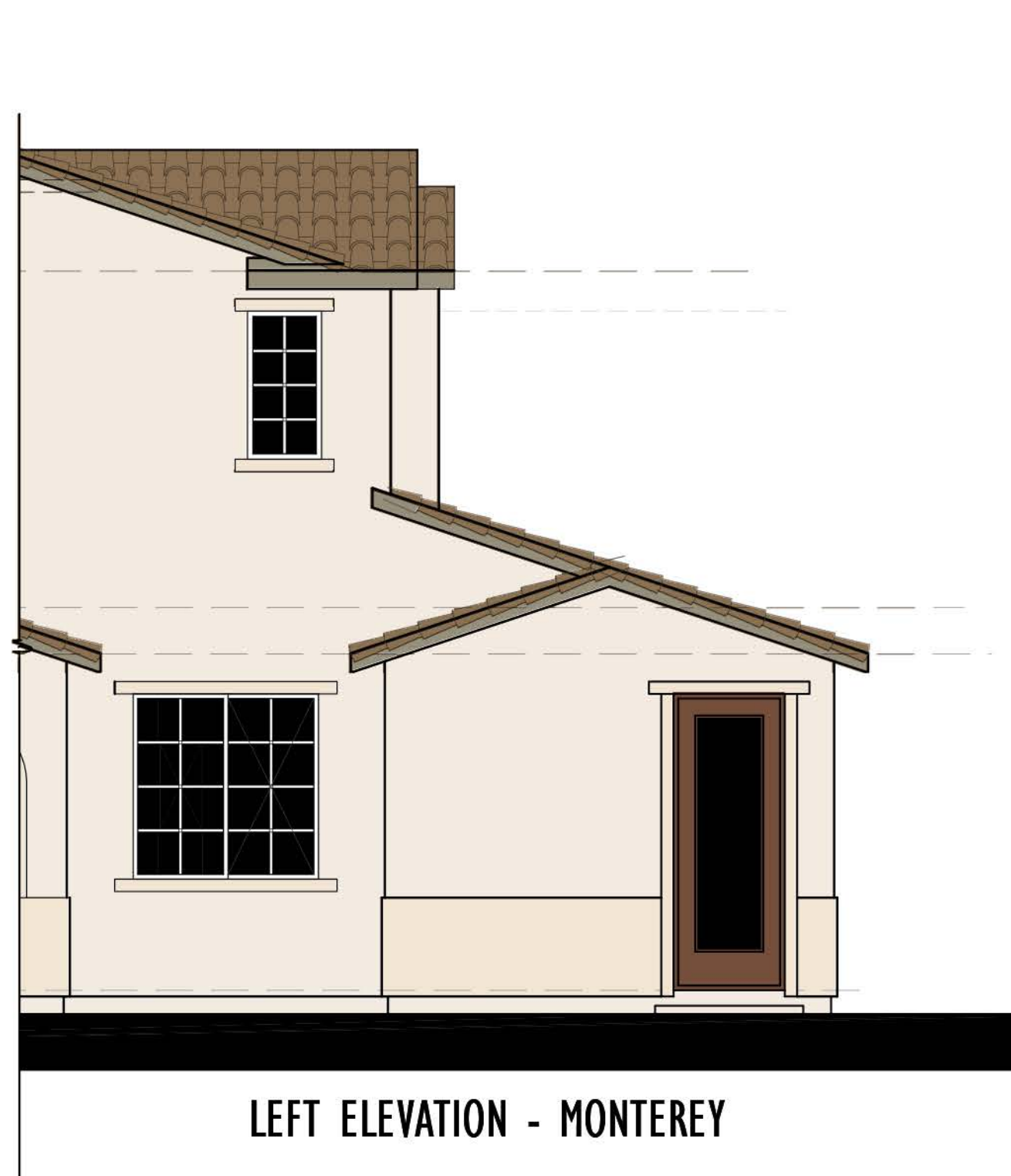
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FOLSOM, CALIFORNIA

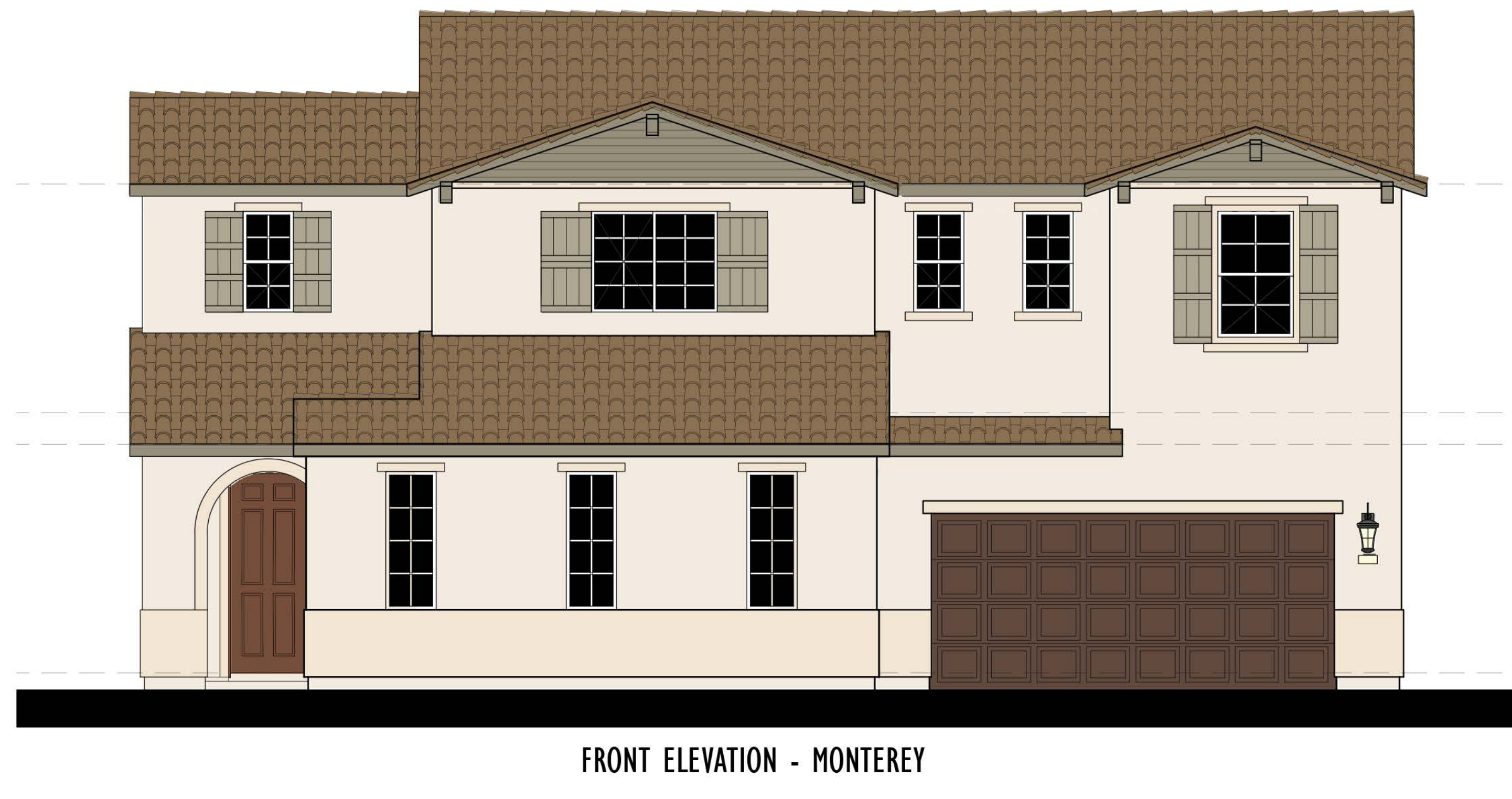
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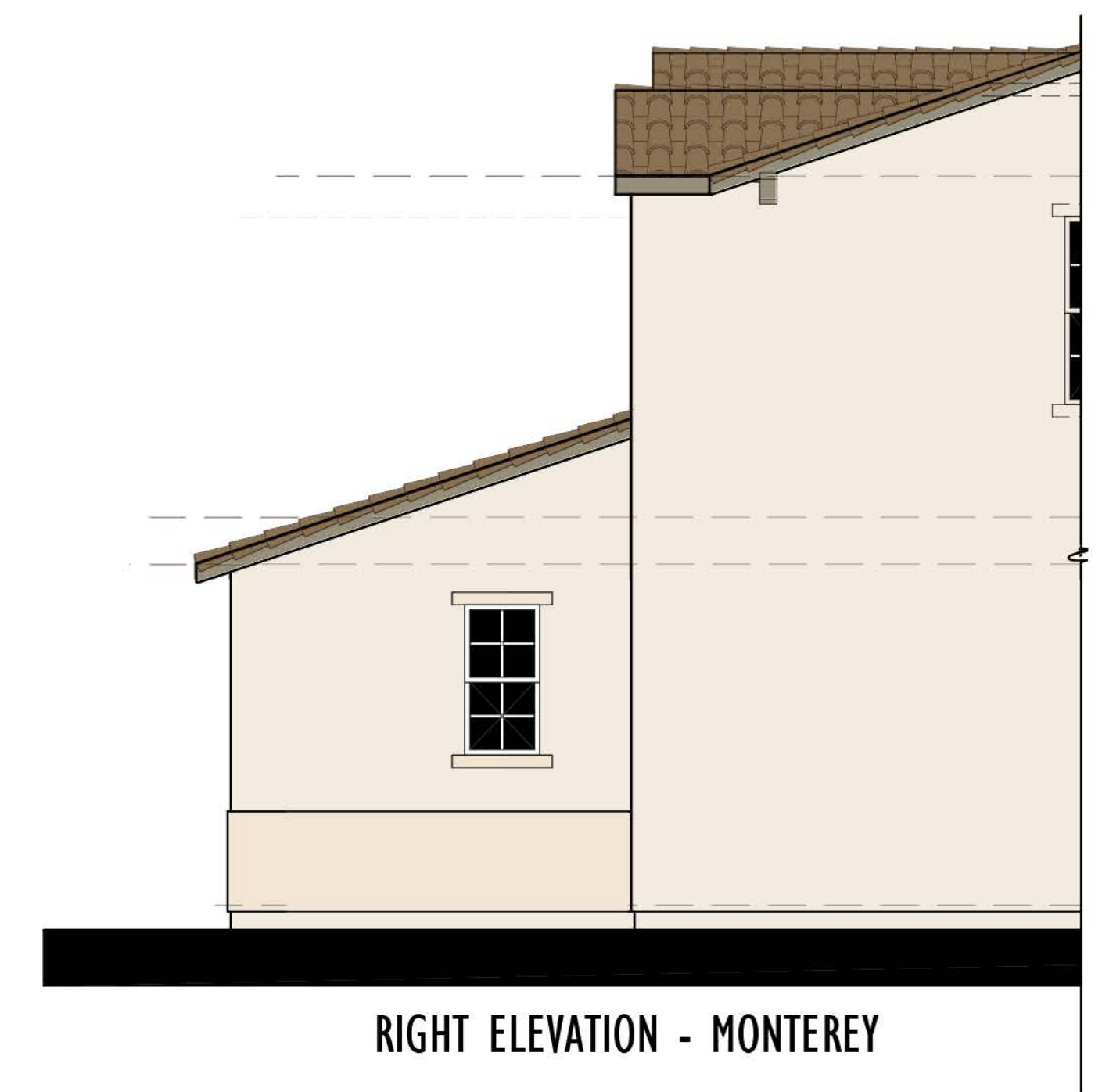
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LEFT ELEVATION - MONTEREY

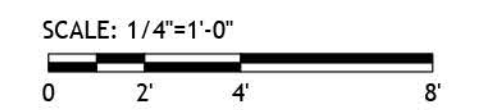


FRONT ELEVATION - MONTEREY



RIGHT ELEVATION - MONTEREY

N696 - PALMER  
CASITA OPTION



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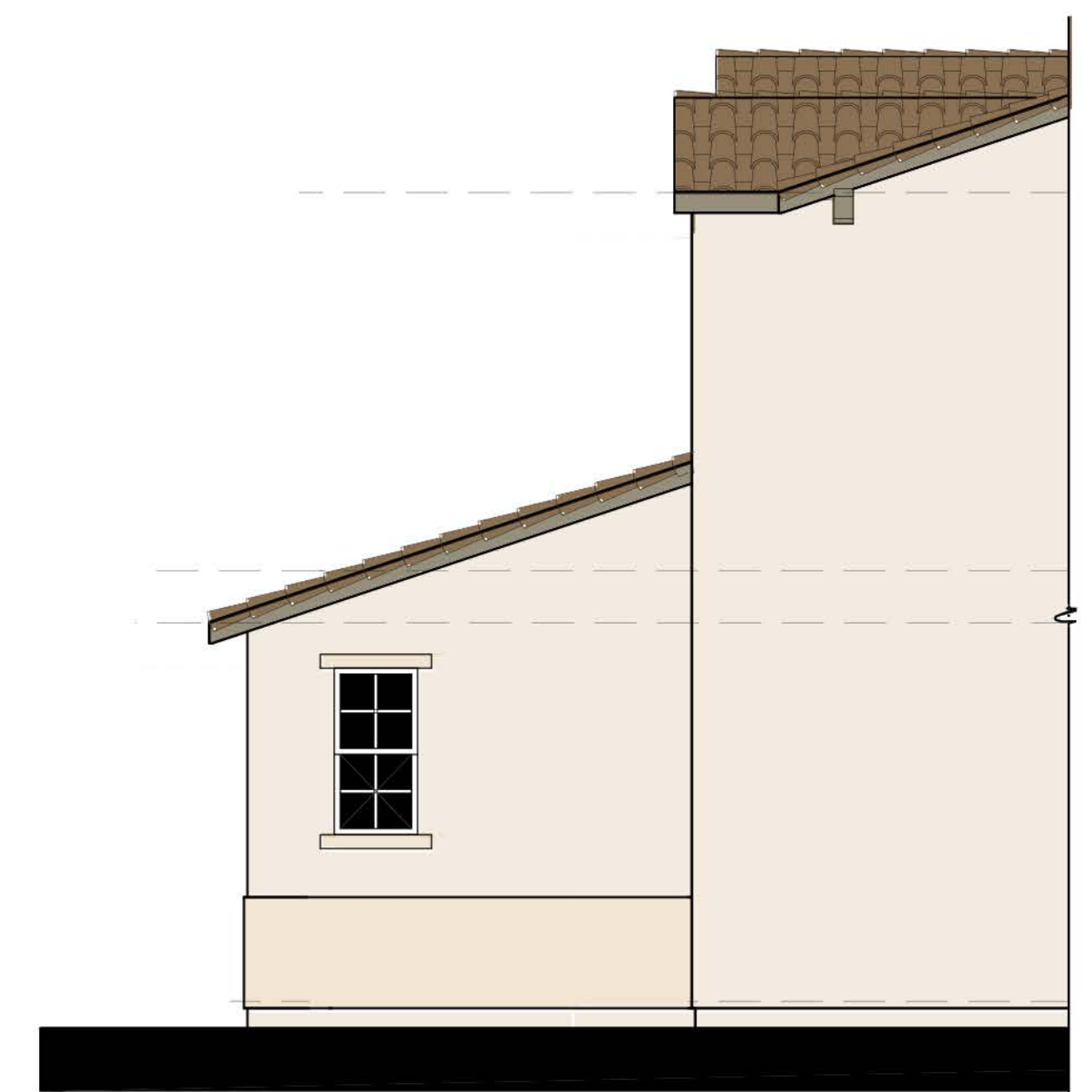
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LEFT ELEVATION - MONTEREY

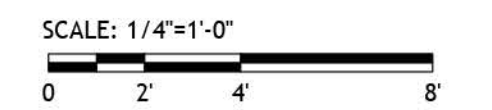


FRONT ELEVATION - MONTEREY



RIGHT ELEVATION - MONTEREY

N696 - PALMER  
GUEST SUITE OPTION



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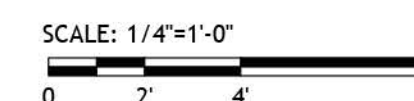
B FRONT ELEVATION - FARMHOUSE



B REAR ELEVATION - FARMHOUSE

N696 - PALMER  
FRONT & REAR ELEVATIONS

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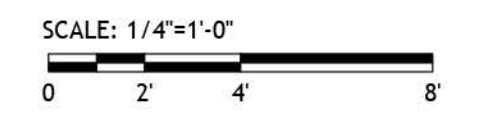
B LEFT ELEVATION - FARMHOUSE



B RIGHT ELEVATION - FARMHOUSE

N696 - PALMER  
SIDE ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



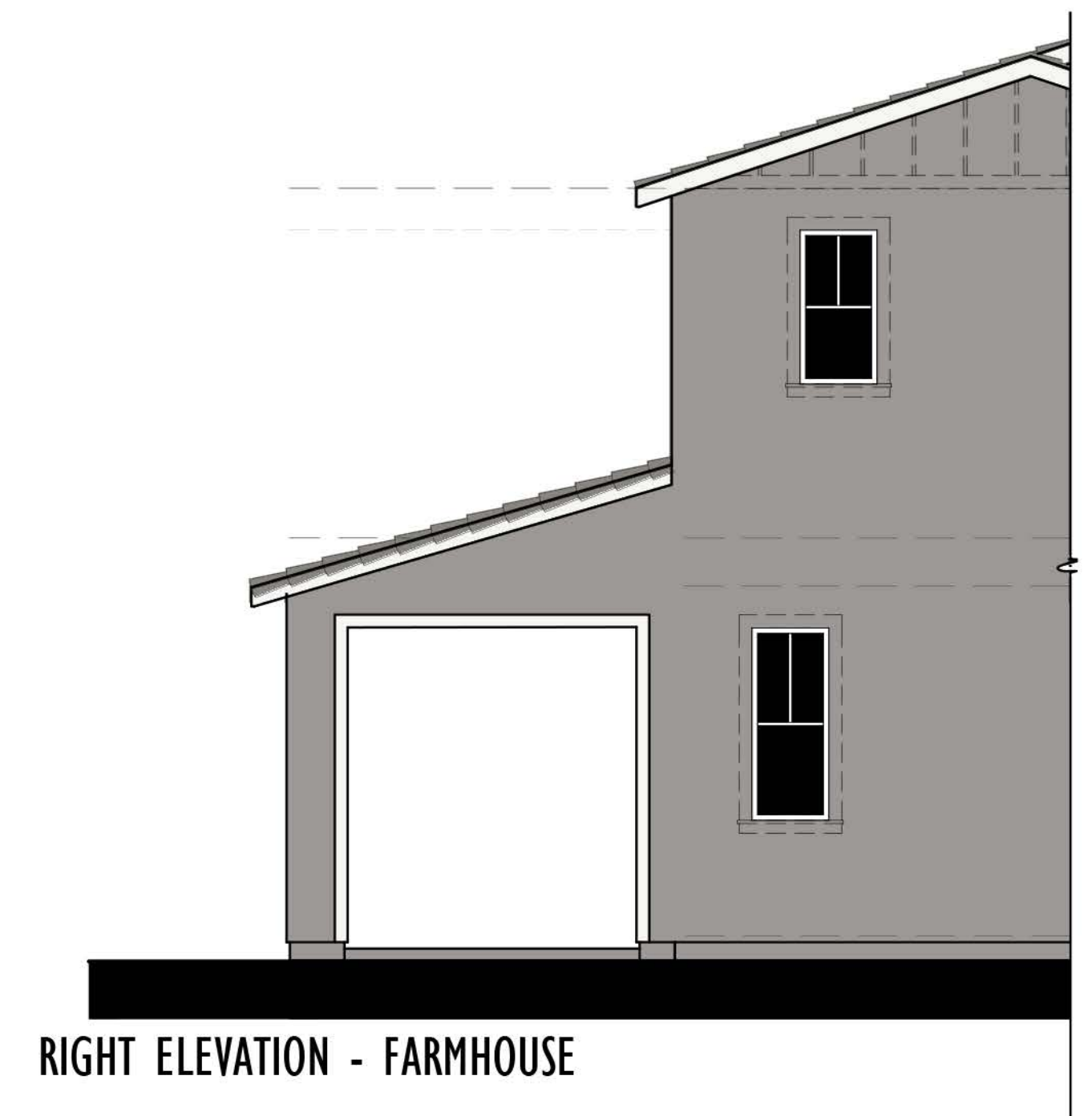
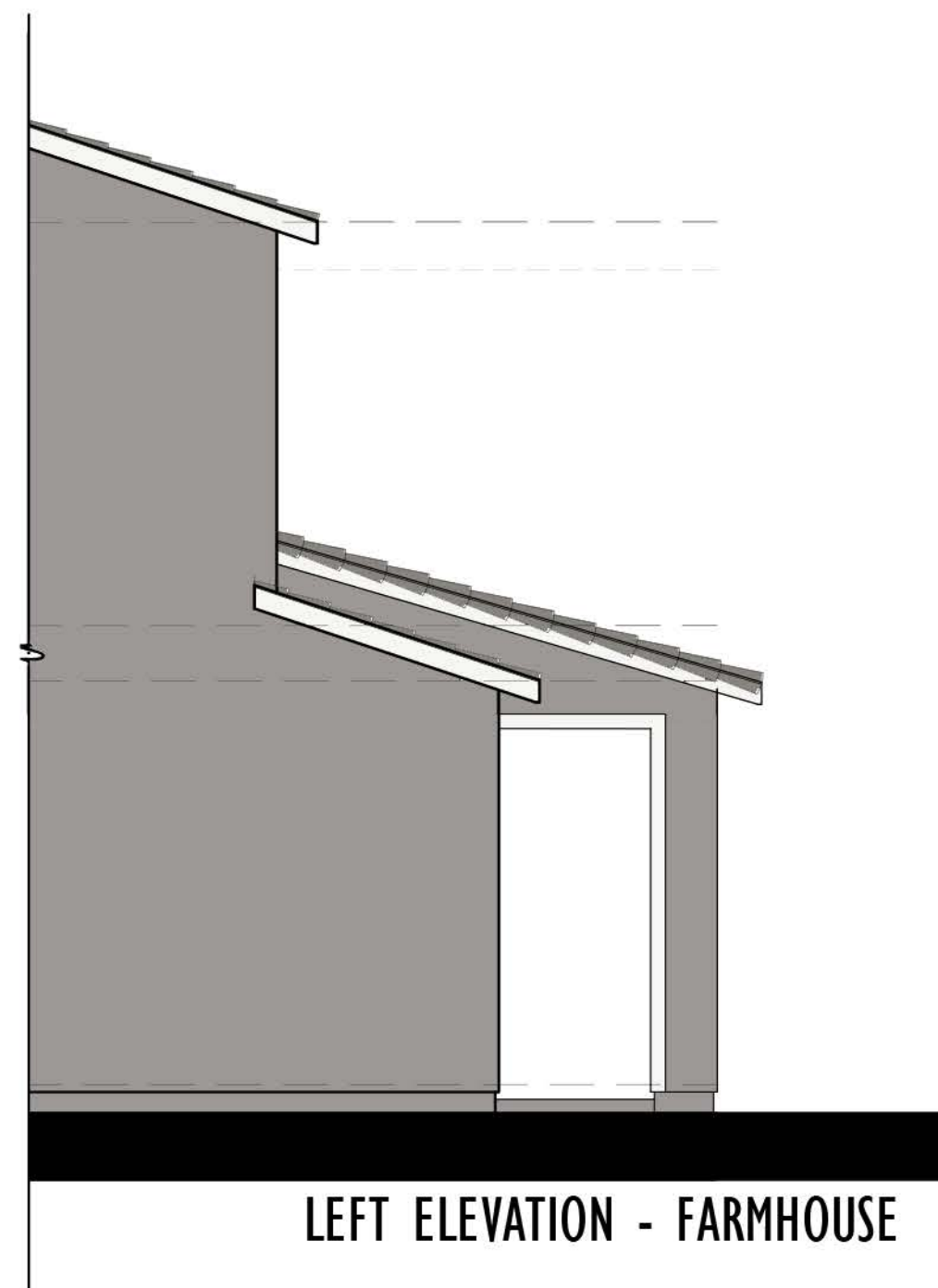
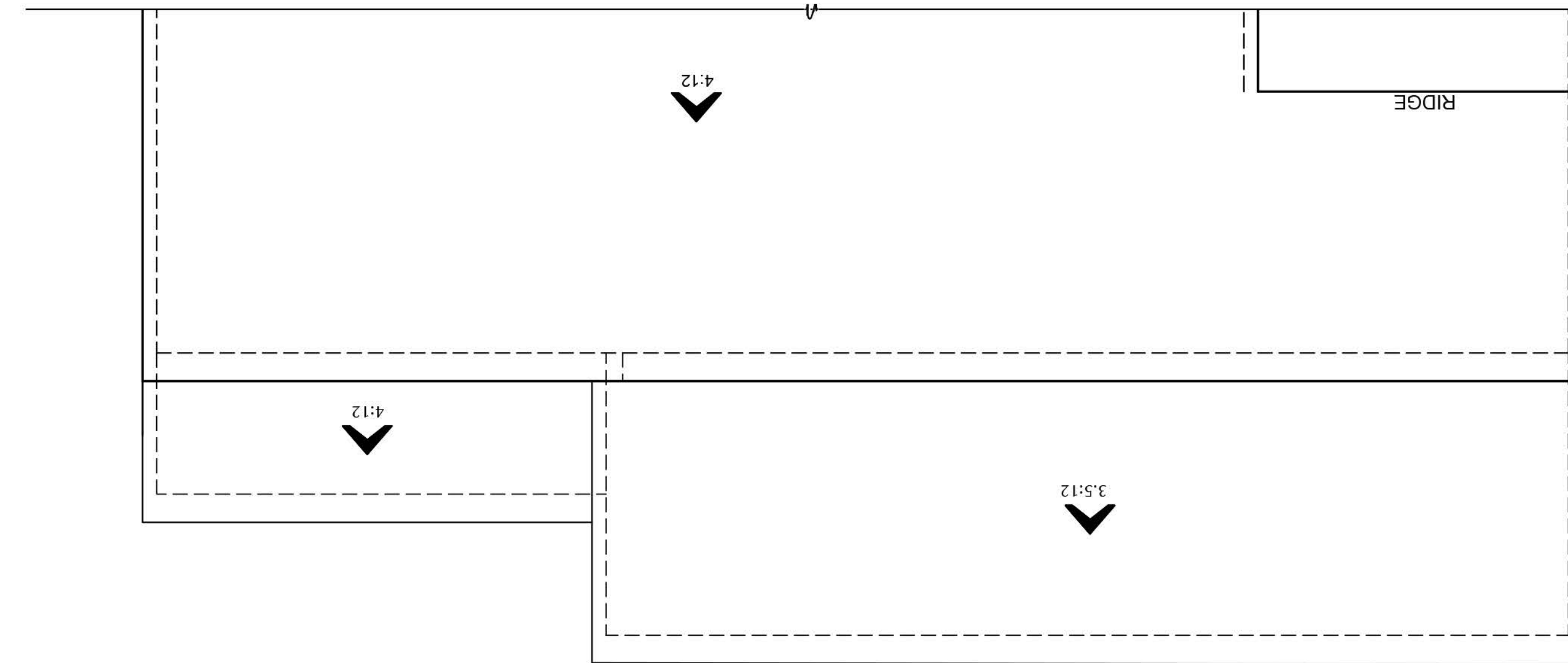
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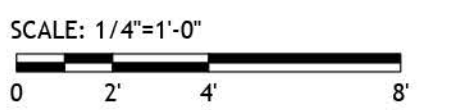
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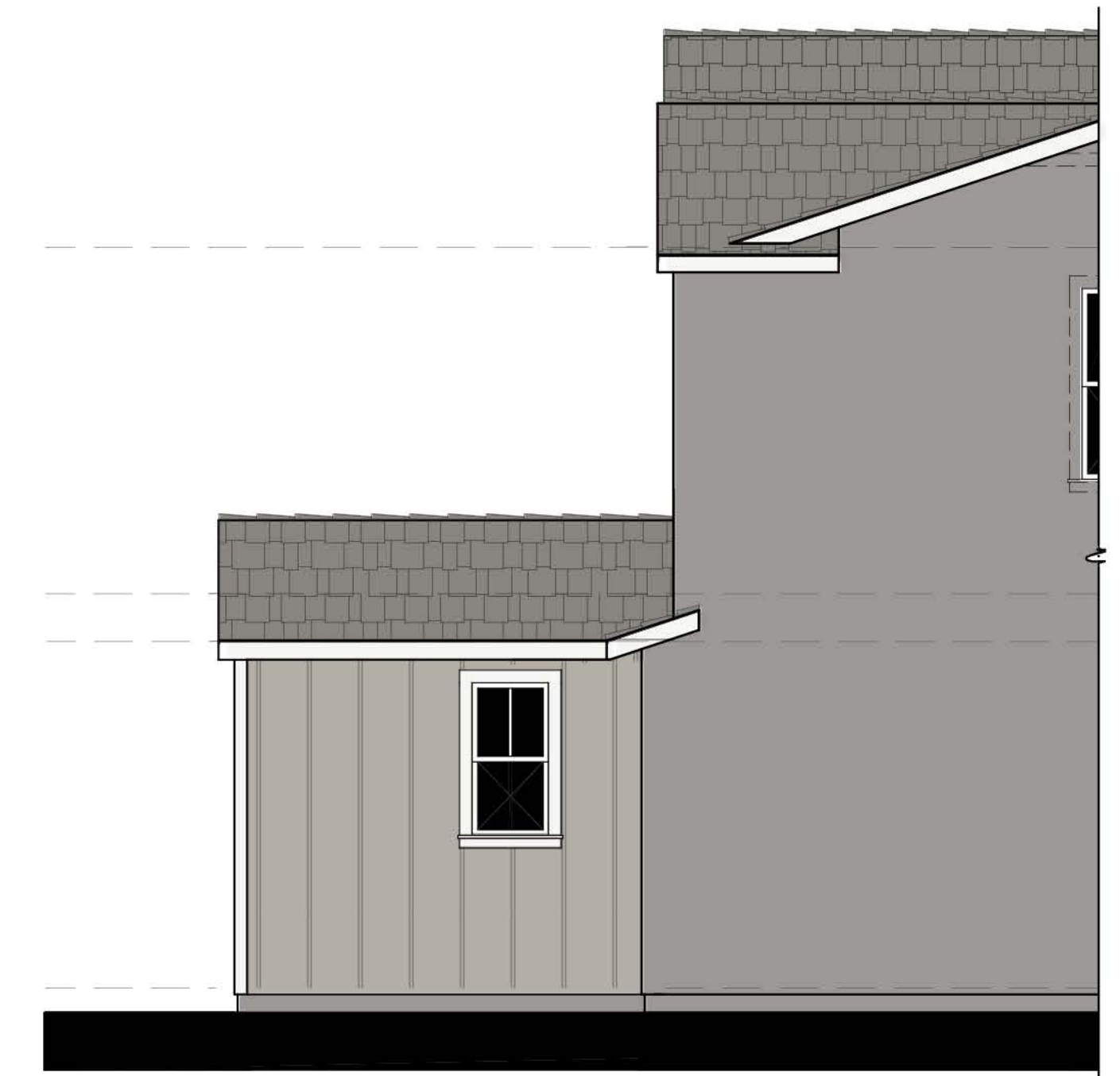
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LEFT ELEVATION - FARMHOUSE

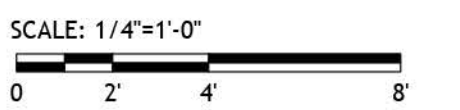


FRONT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

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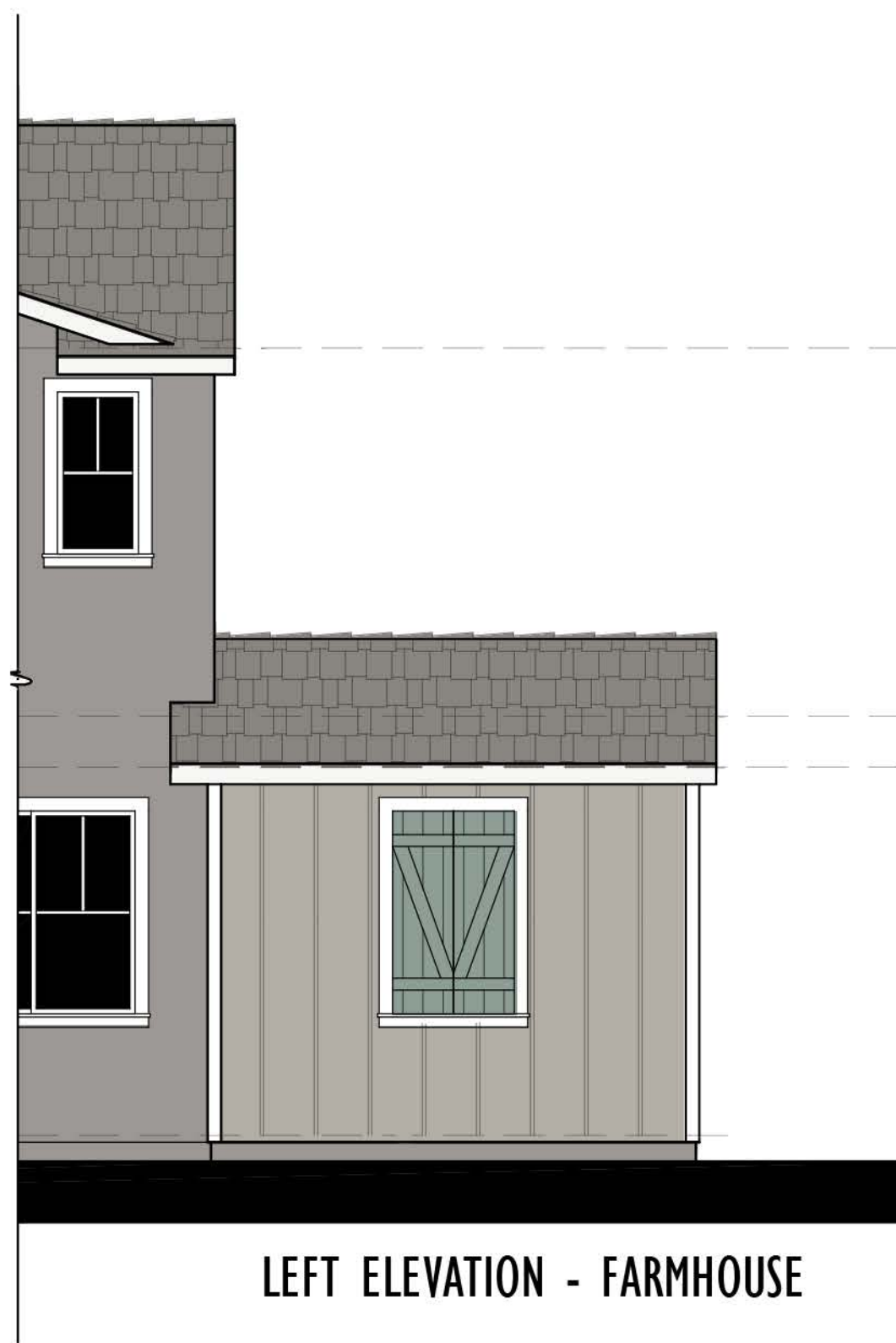
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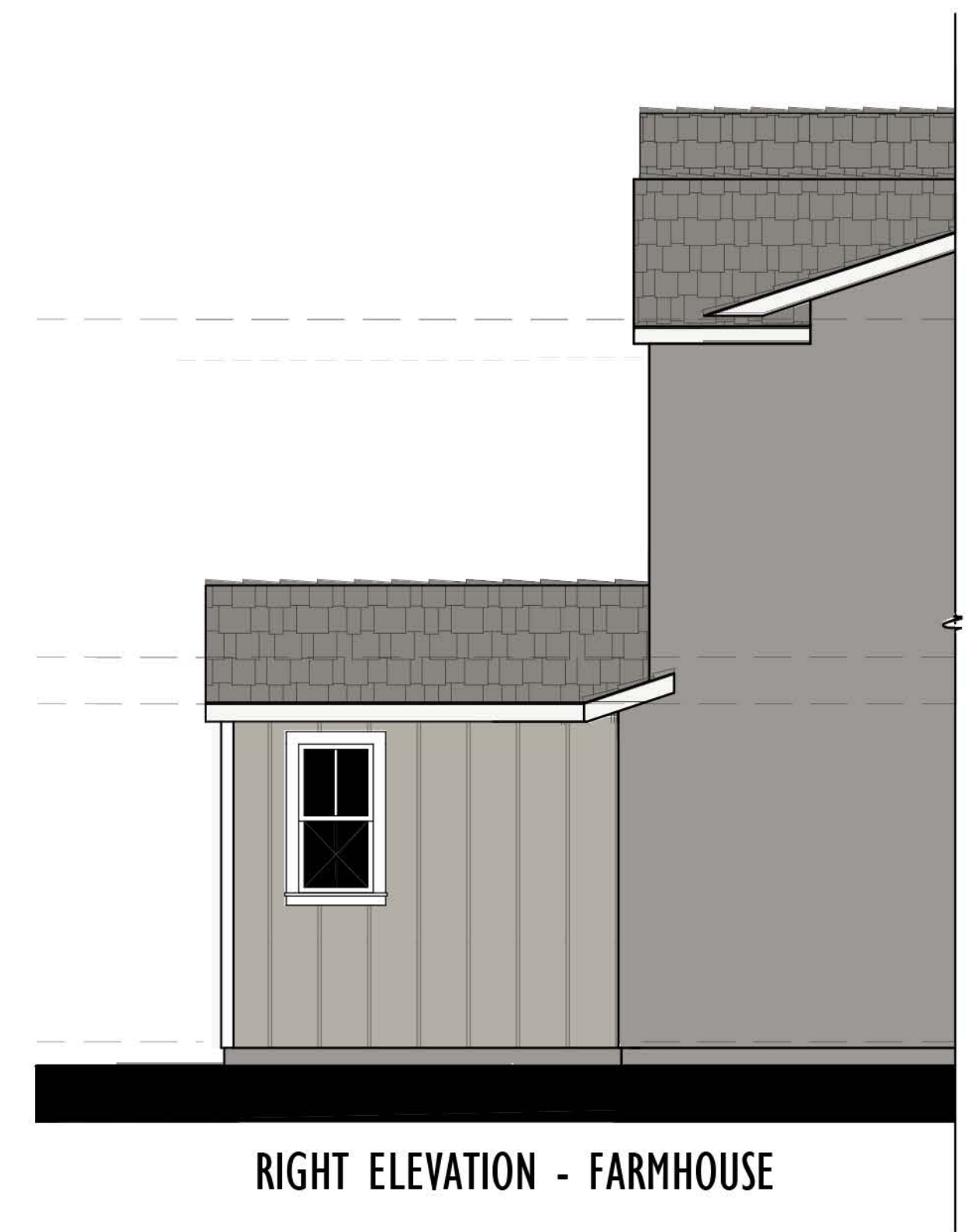




LEFT ELEVATION - FARMHOUSE

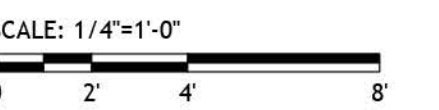


FRONT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

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GUEST SUITE OPTION



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FOLSOM, CALIFORNIA

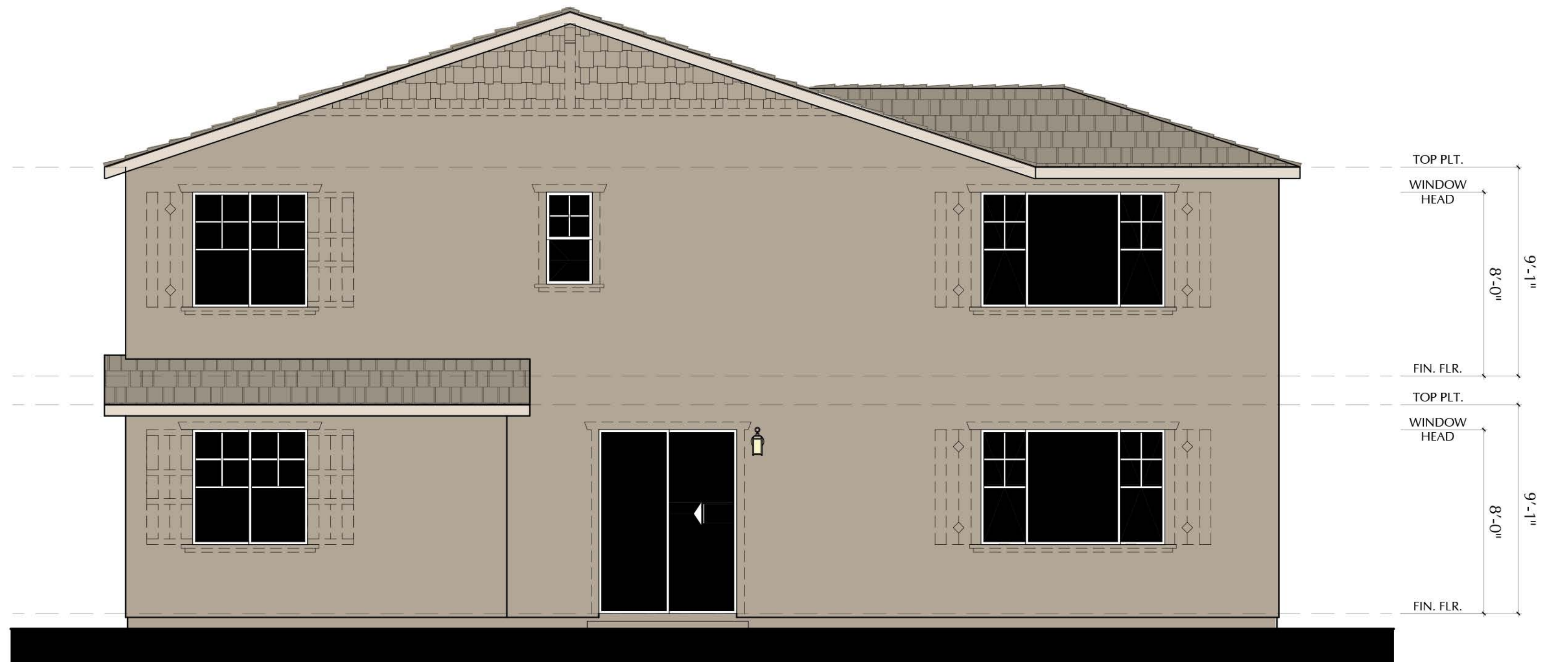
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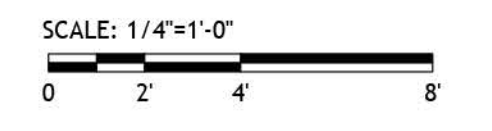
C FRONT ELEVATION - CRAFTSMAN



C REAR ELEVATION - CRAFTSMAN

N696 - PALMER  
FRONT & REAR ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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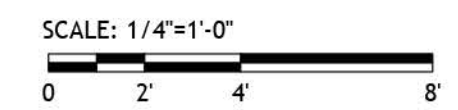
C LEFT ELEVATION - CRAFTSMAN



C RIGHT ELEVATION - CRAFTSMAN

N696 - PALMER  
SIDE ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



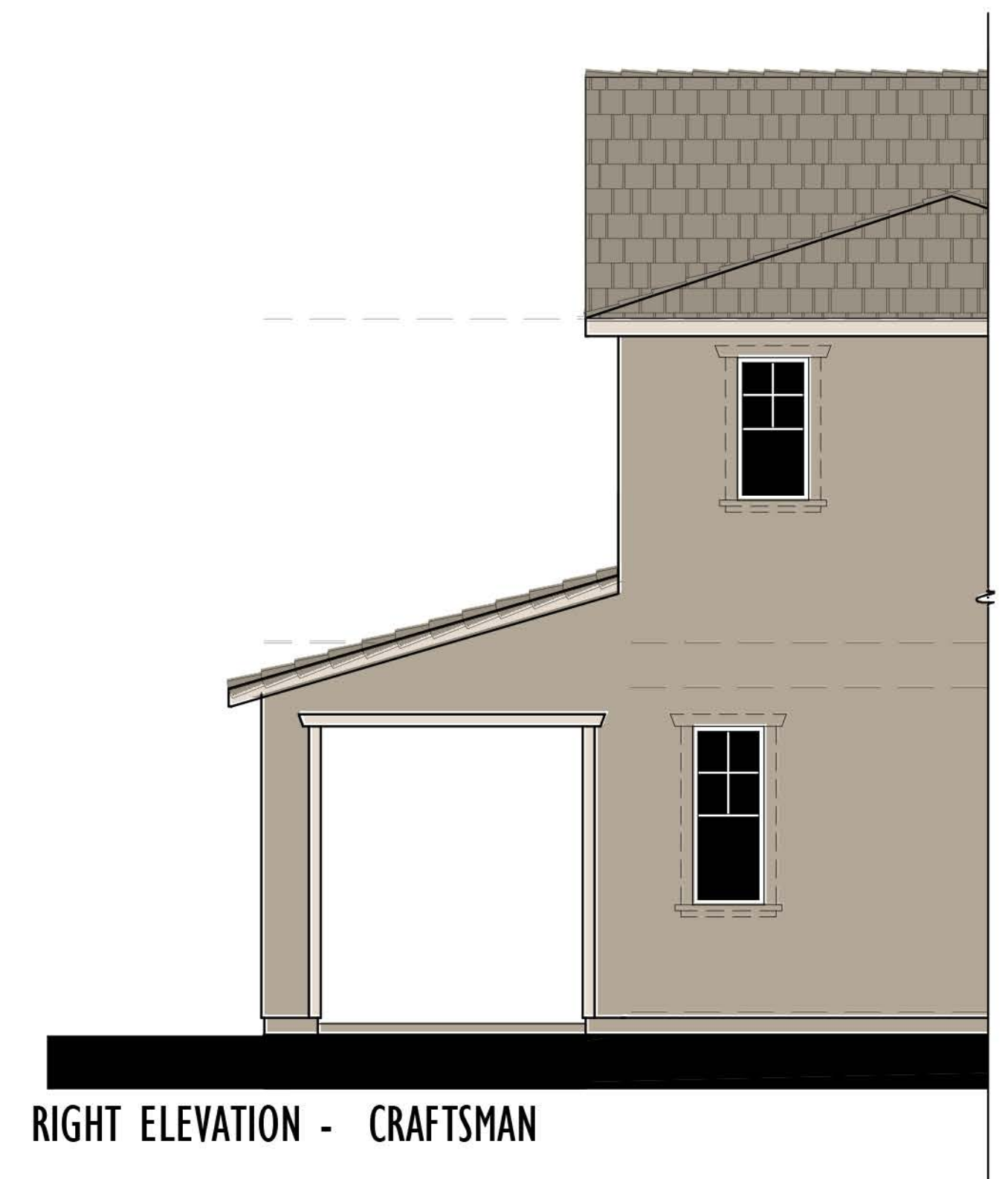
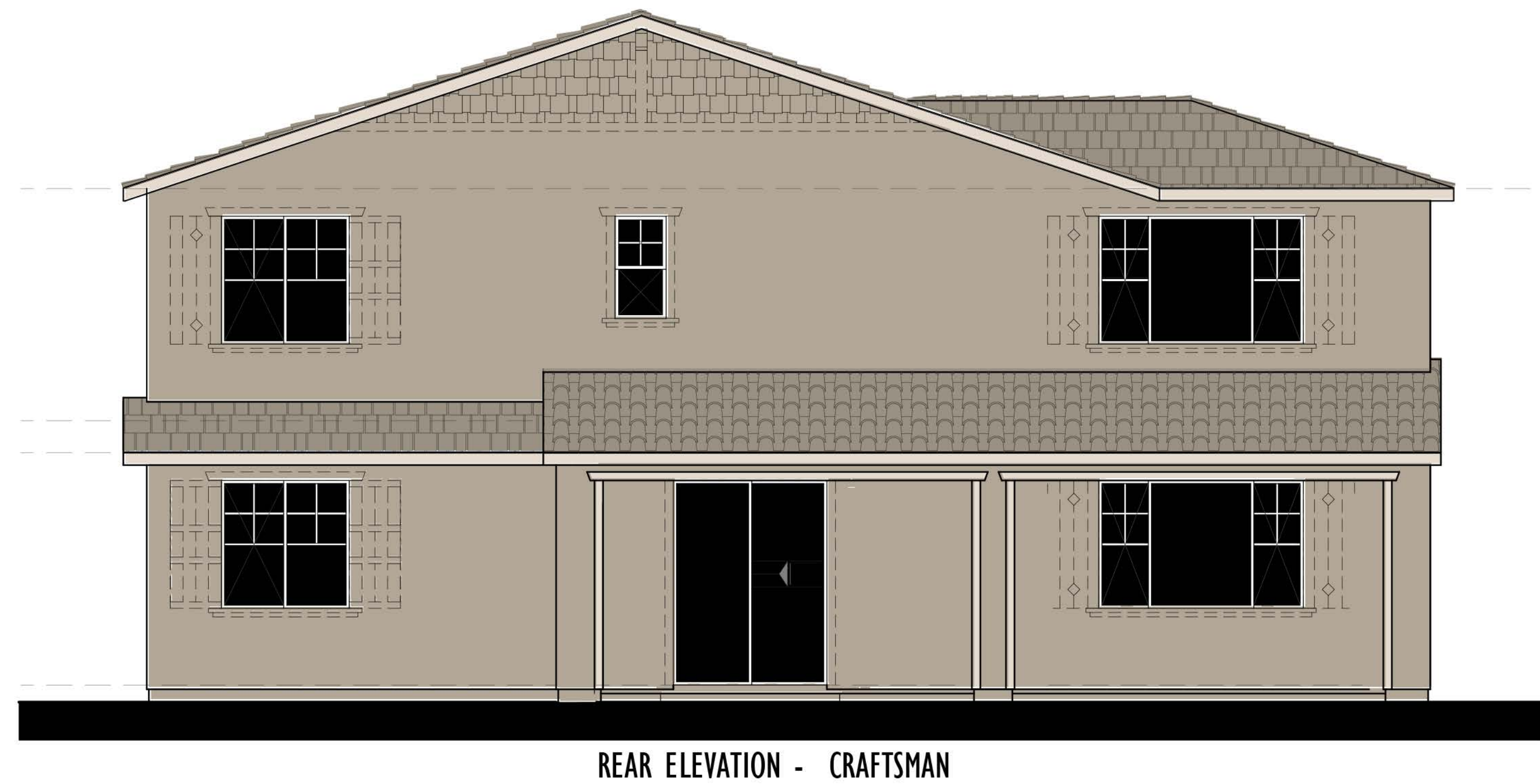
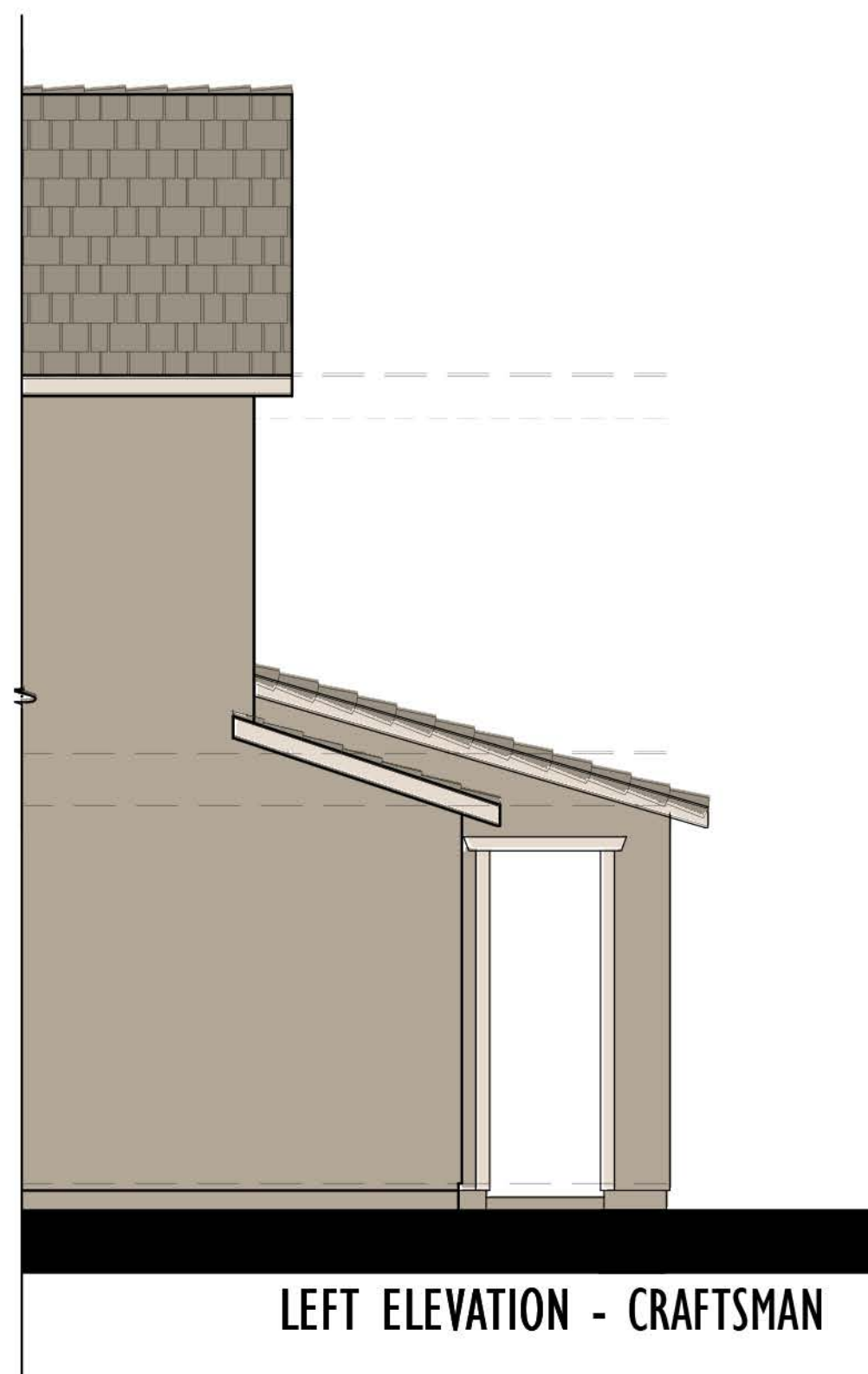
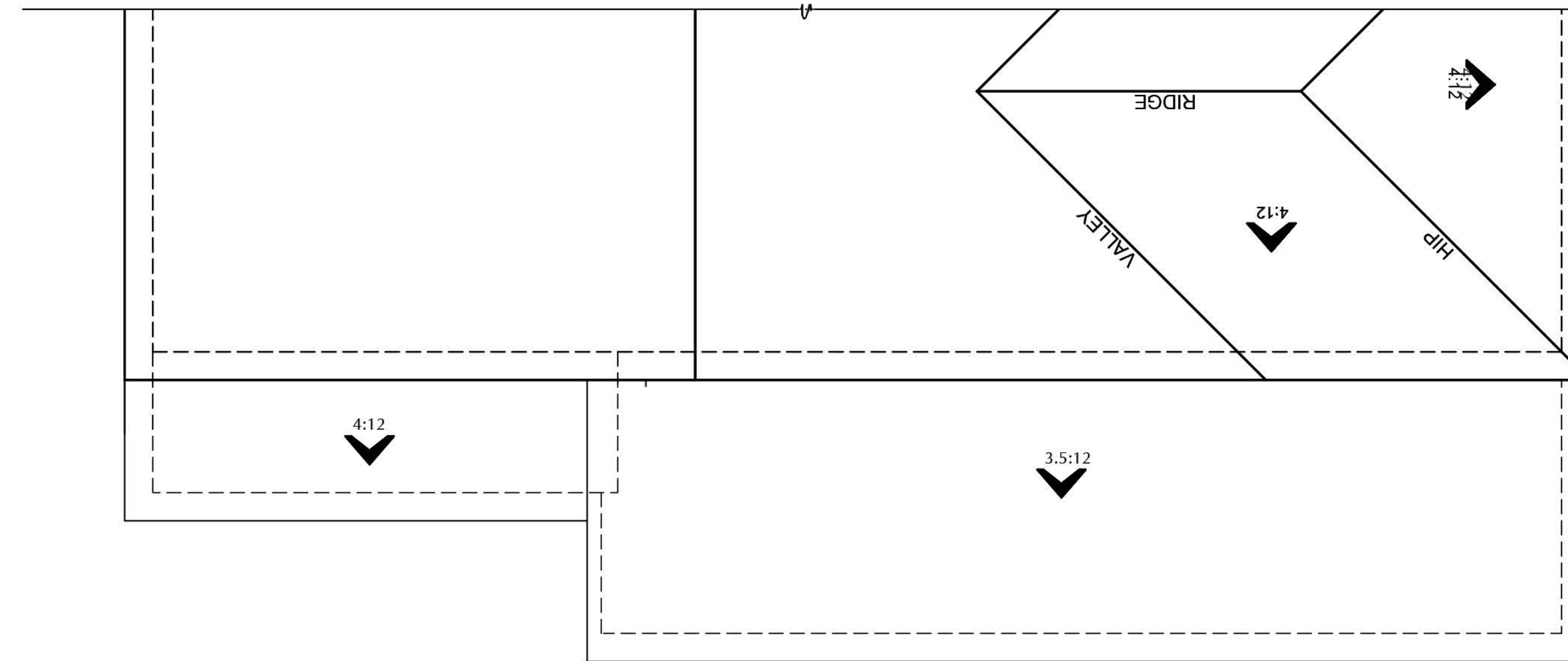
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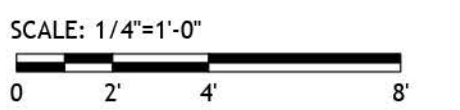
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N696 - PALMER  
COVERED PATIO OPTION





LEFT ELEVATION - CRAFTSMAN



FRONT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N696 - PALMER  
CASITA OPTION

SCALE: 1/4"=1'-0"  
0 2 4 8



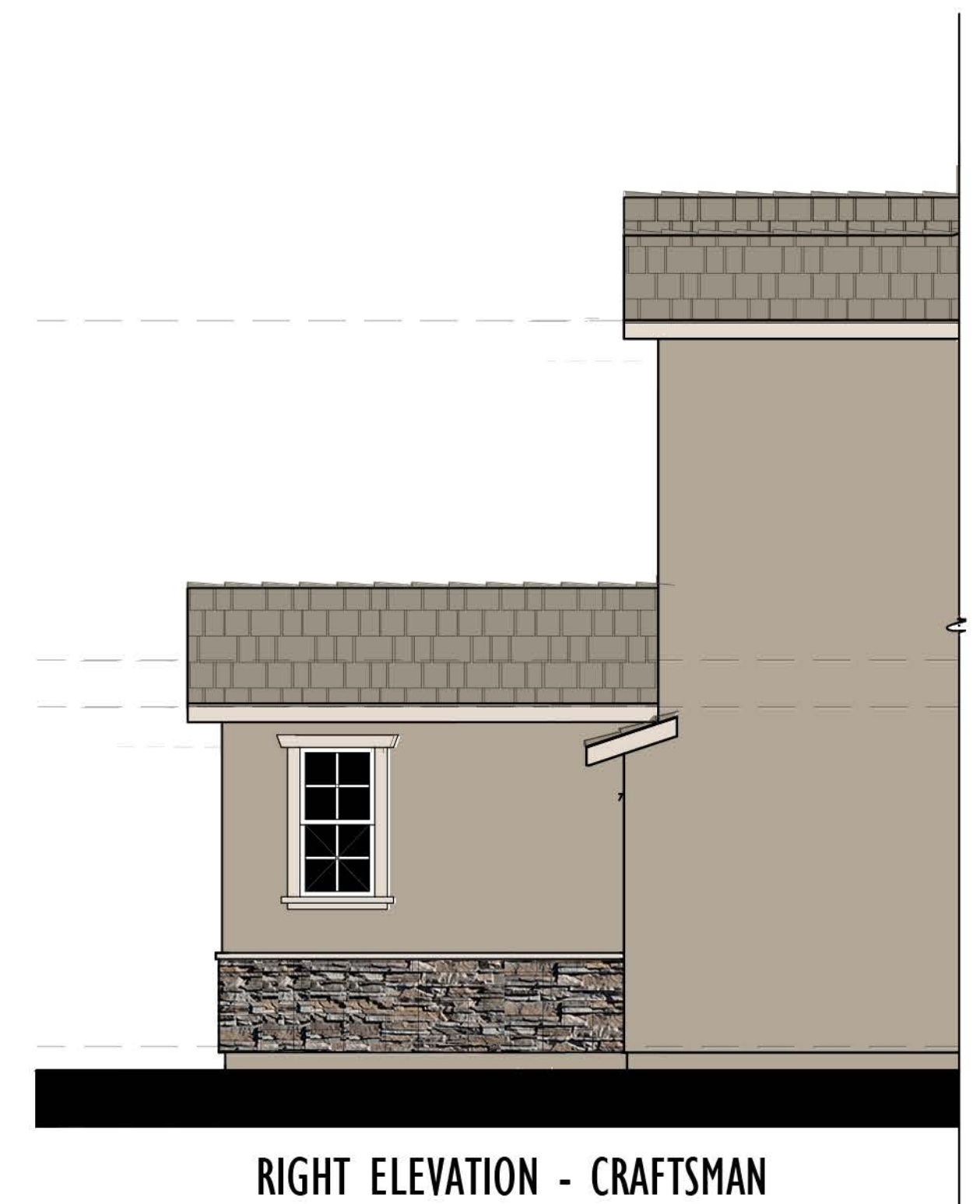
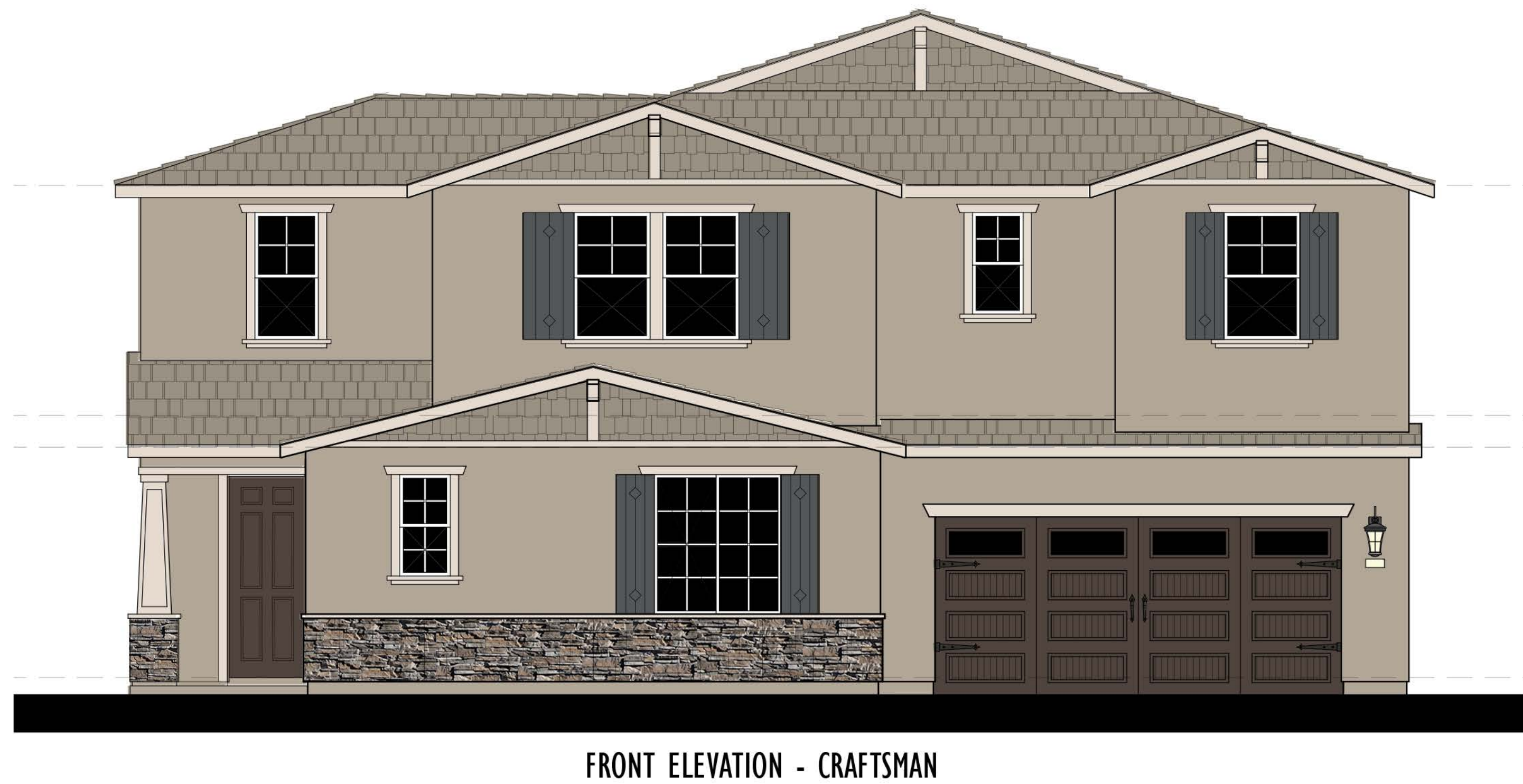
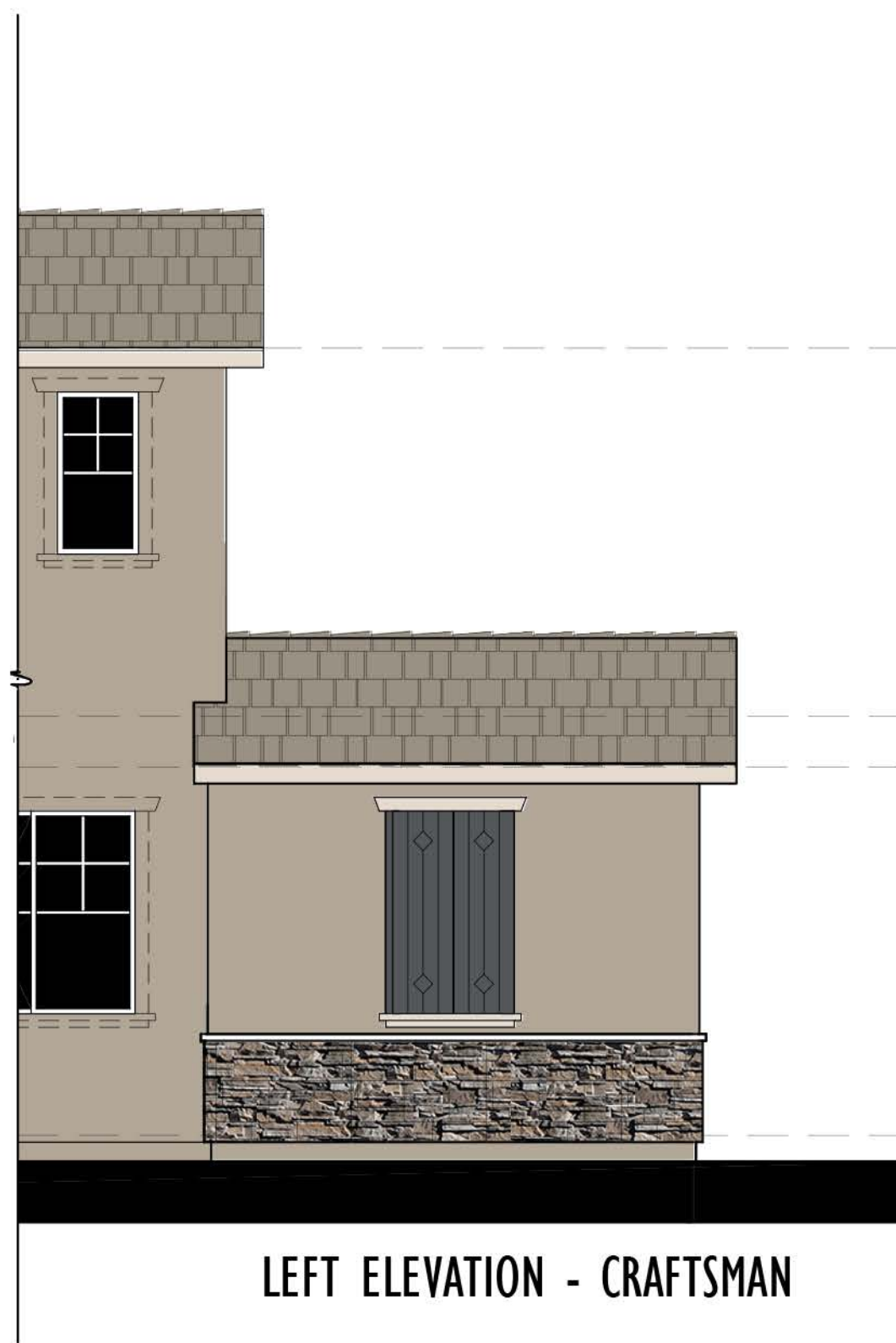
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N696 - PALMER  
GUEST SUITE OPTION

SCALE: 1/4"=1'-0"  
0 2 4 8



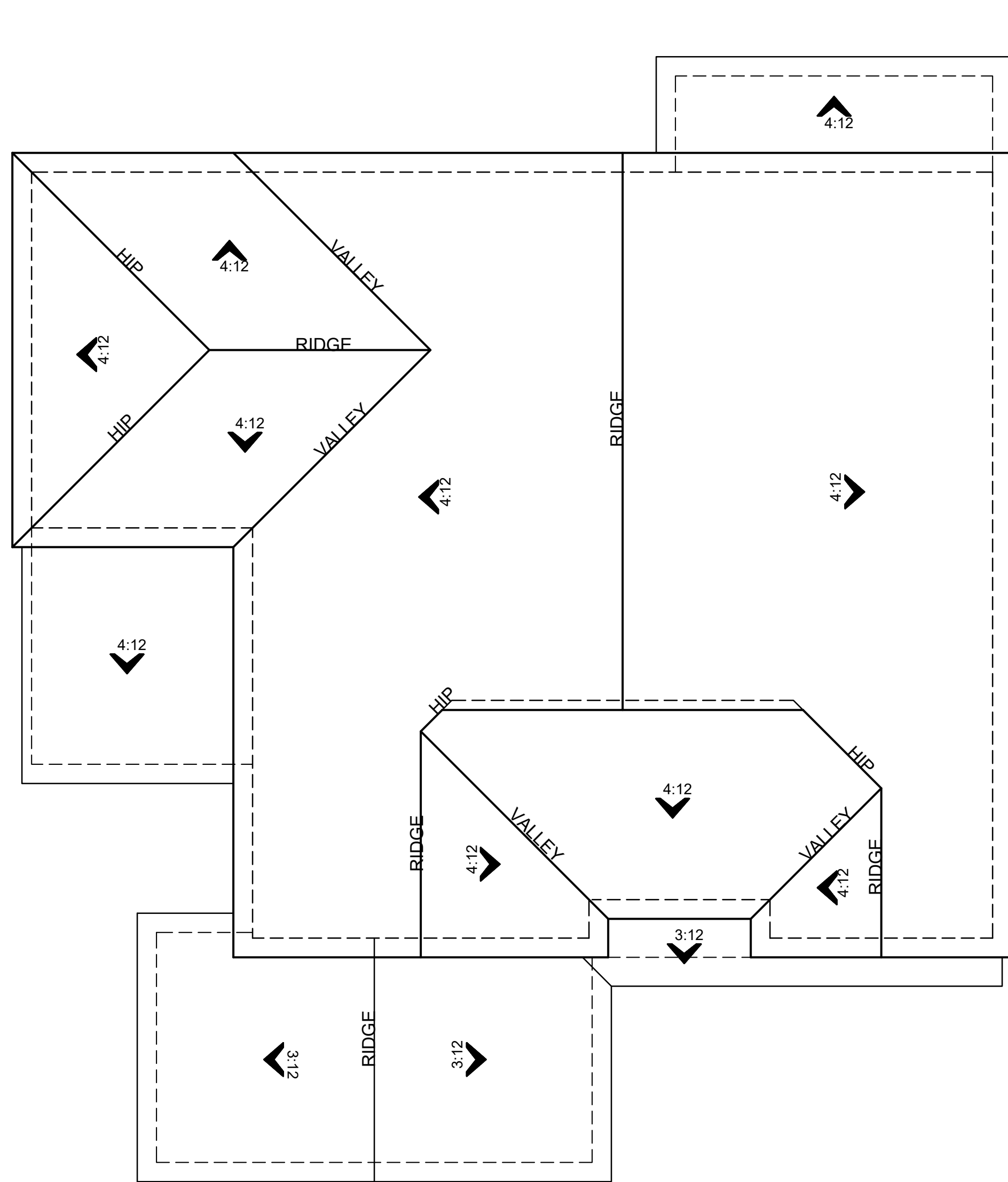
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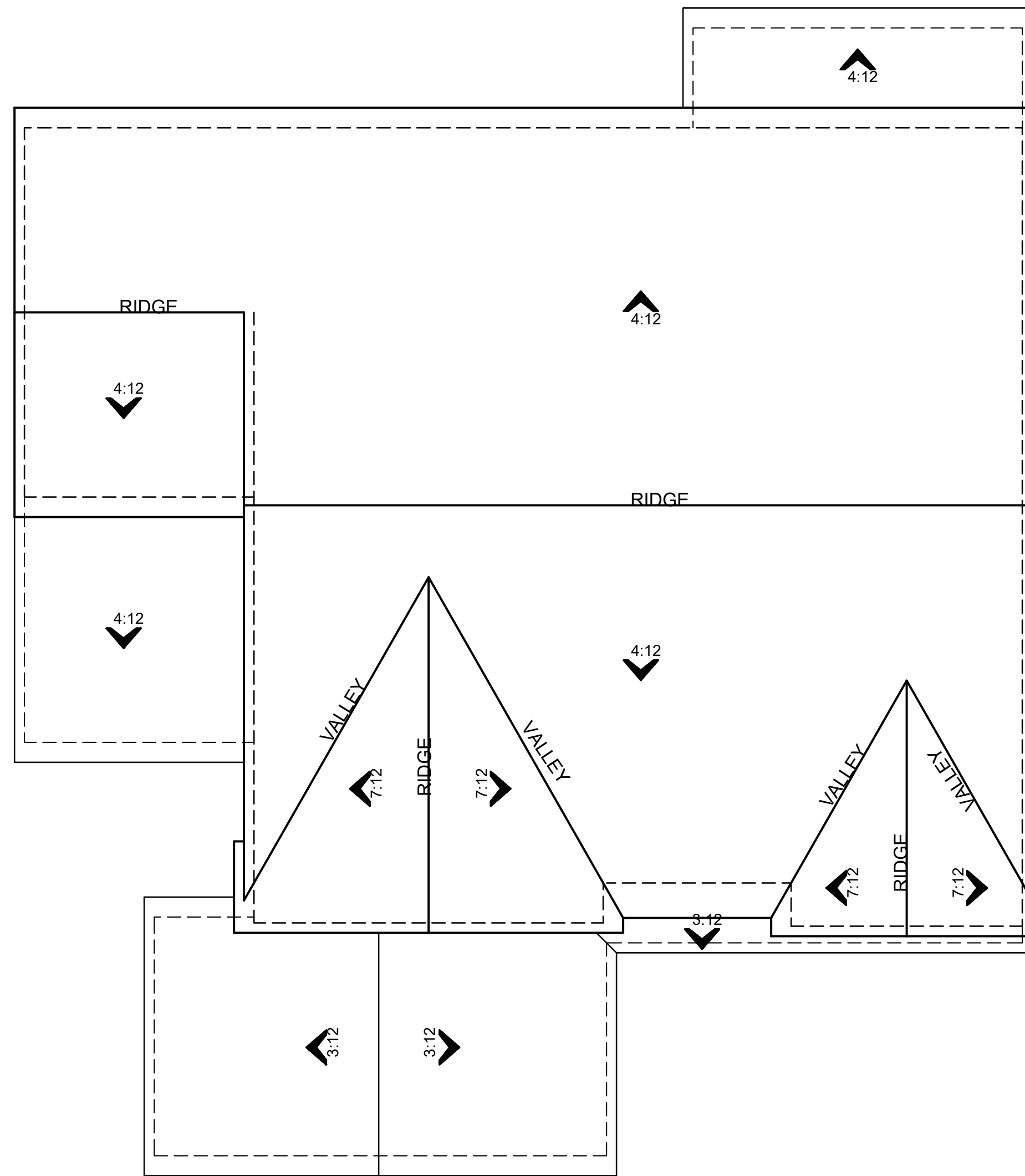
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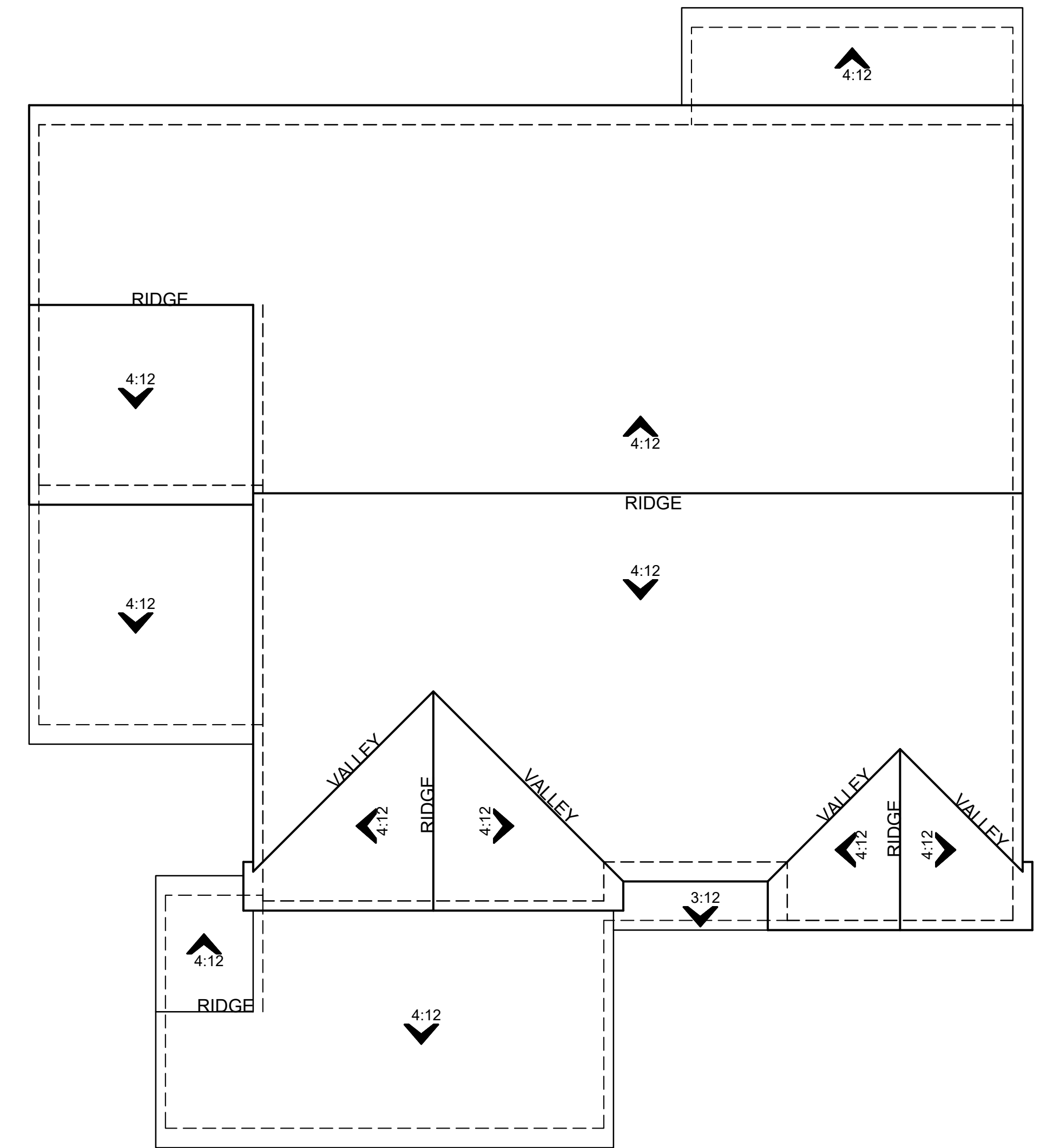
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CRAFTSMAN - C



FARMHOUSE - B



MONTEREY - A

N696 - PALMER  
ROOF PLANS

STONE HAVEN  
FOLSOM, CALIFORNIA

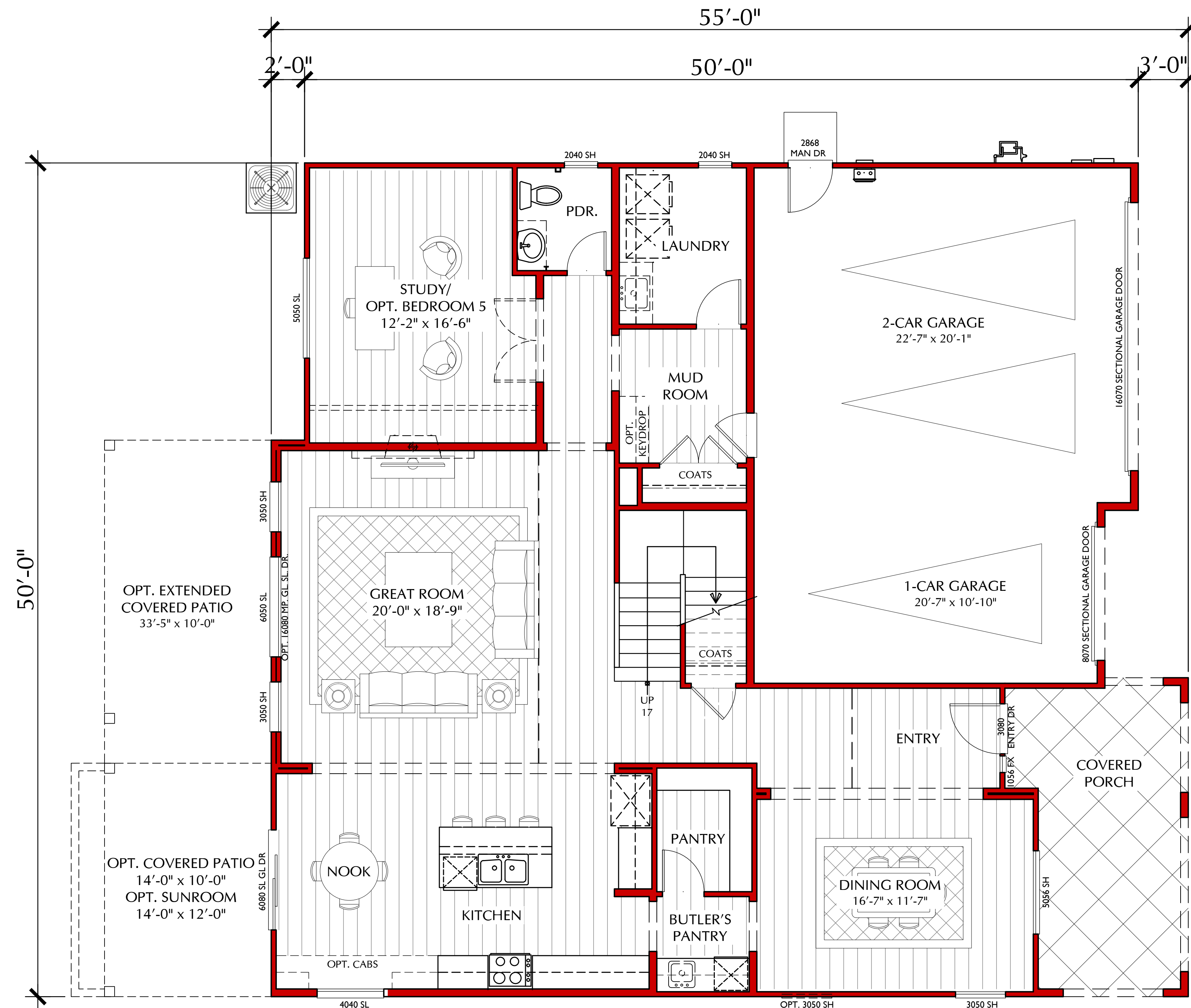
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FLOOR PLAN REFLECTS 'A' ELEVATION

## FIRST FLOOR

## N399 DILLON

## STONE HAVEN FOLSOM, CALIFORNIA

JOB # : 109-21122

DATE: JUNE 21<sup>ST</sup>, 2021

N399 - DILLON  
4 BEDROOMS / 3.5 BATHS / STUDY /  
3 CAR GARAGE

### AREA TABULATION

FIRST FLOOR	1,722 S.F.
SECOND FLOOR	1,490 S.F.
<b>TOTAL</b>	<b>3,212 S.F.</b>

COVERED ENTRY	88 S.F.
GARAGE (2 CAR)	700 S.F.
RV GARAGE	0 S.F.

SCALE: 1/4"=1'-0"  
0 2 4 8

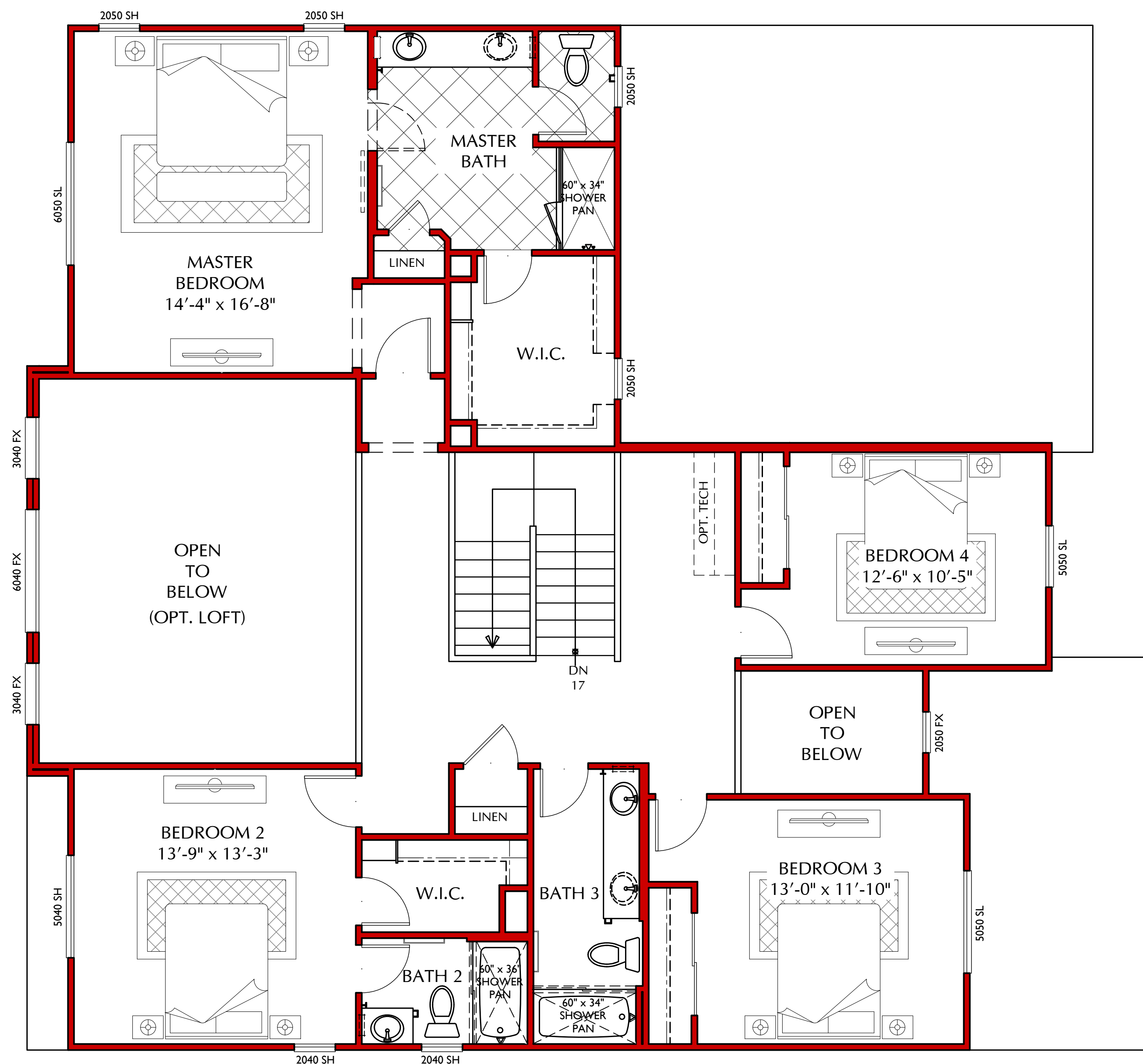


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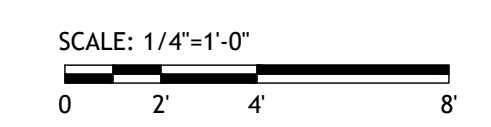
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SECOND FLOOR

N399 DILLON



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FOLSOM, CALIFORNIA

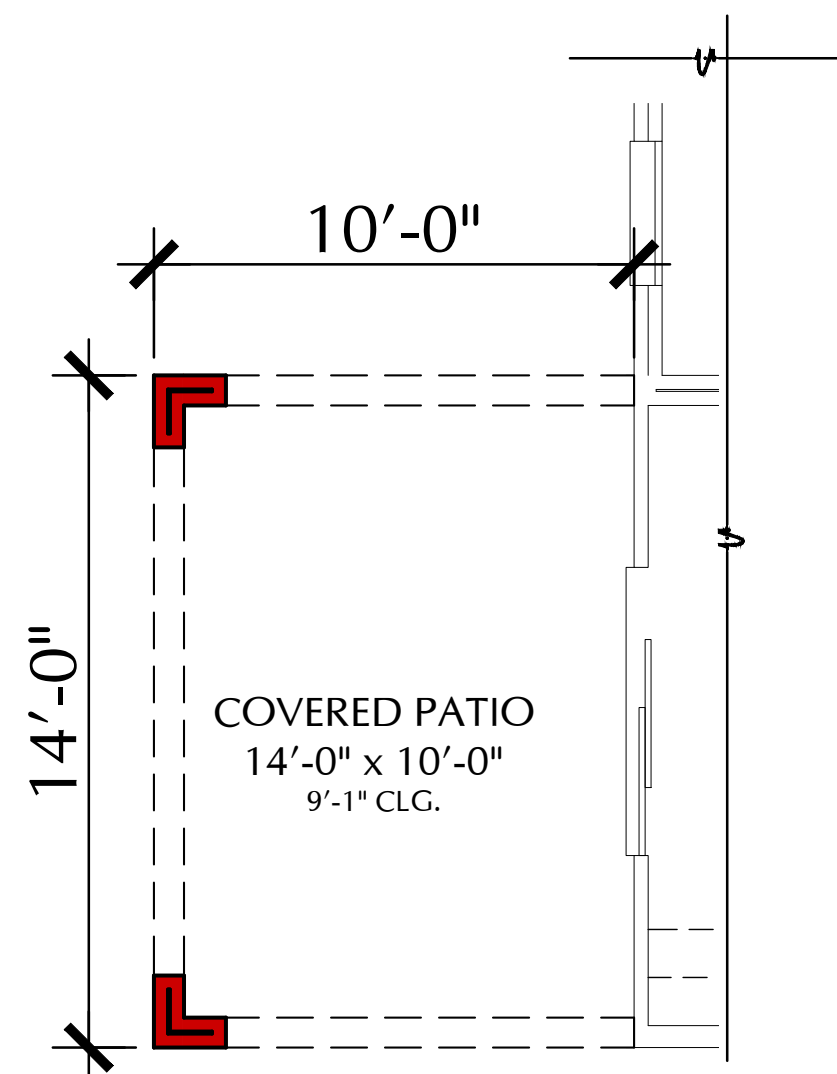
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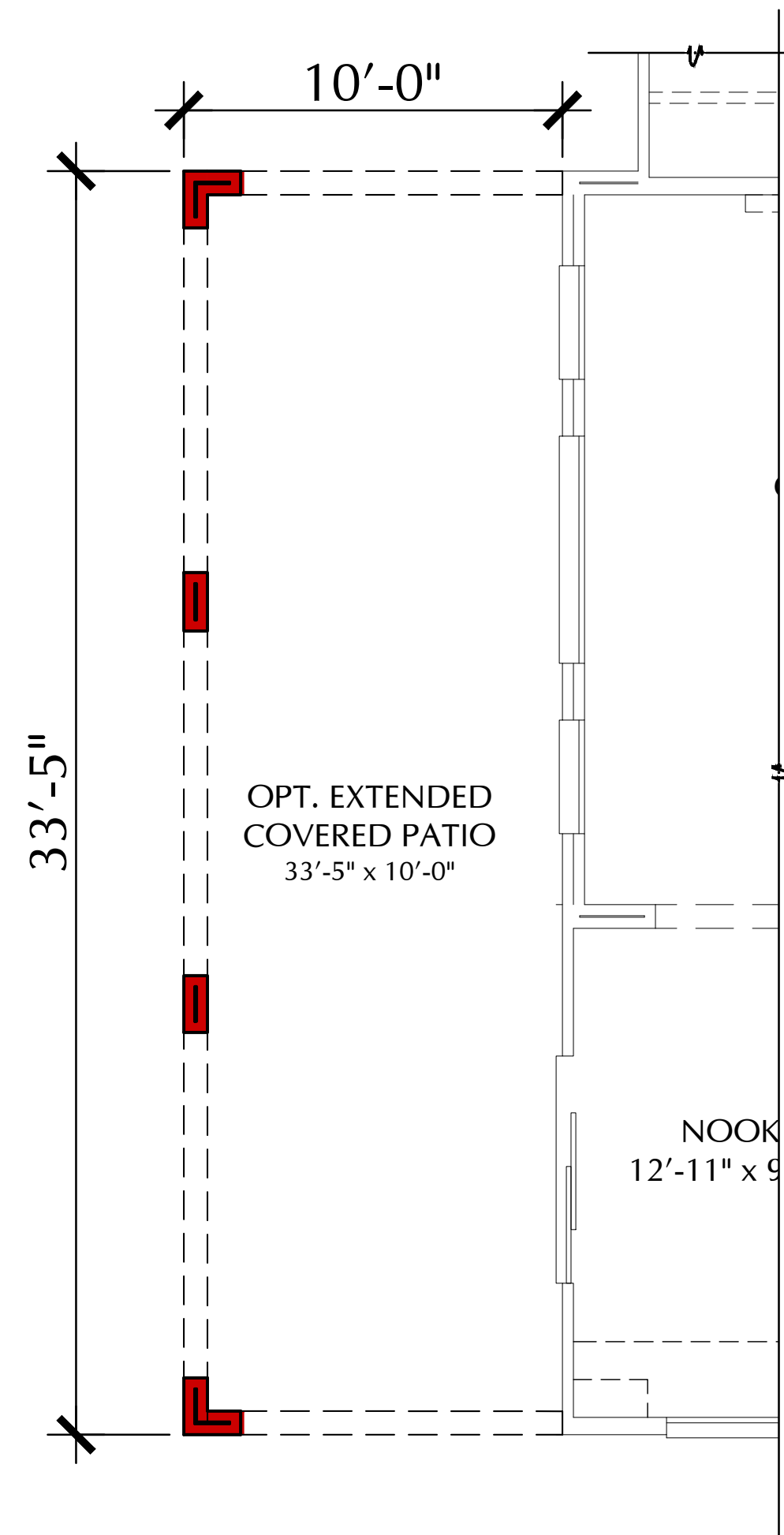
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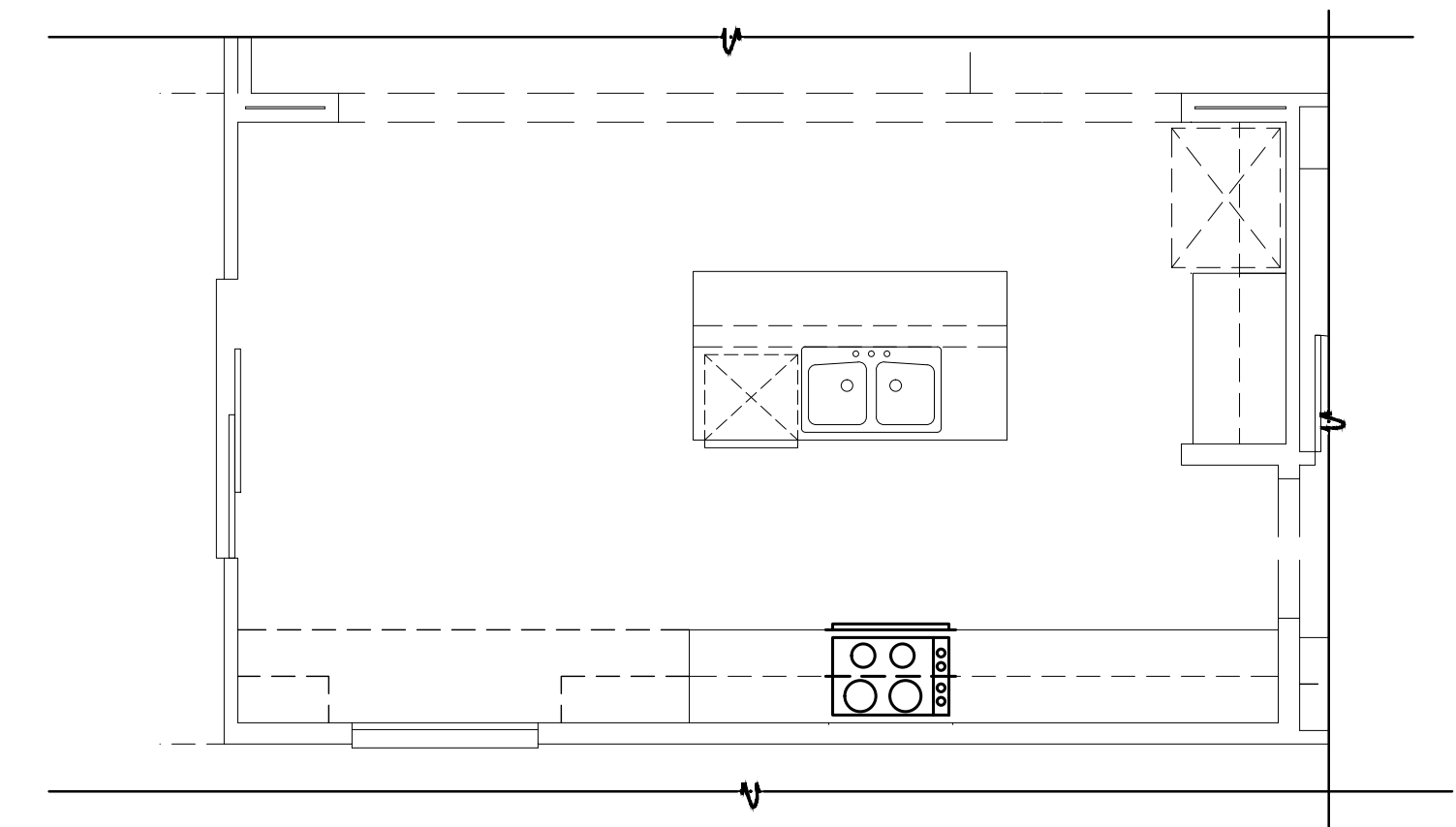
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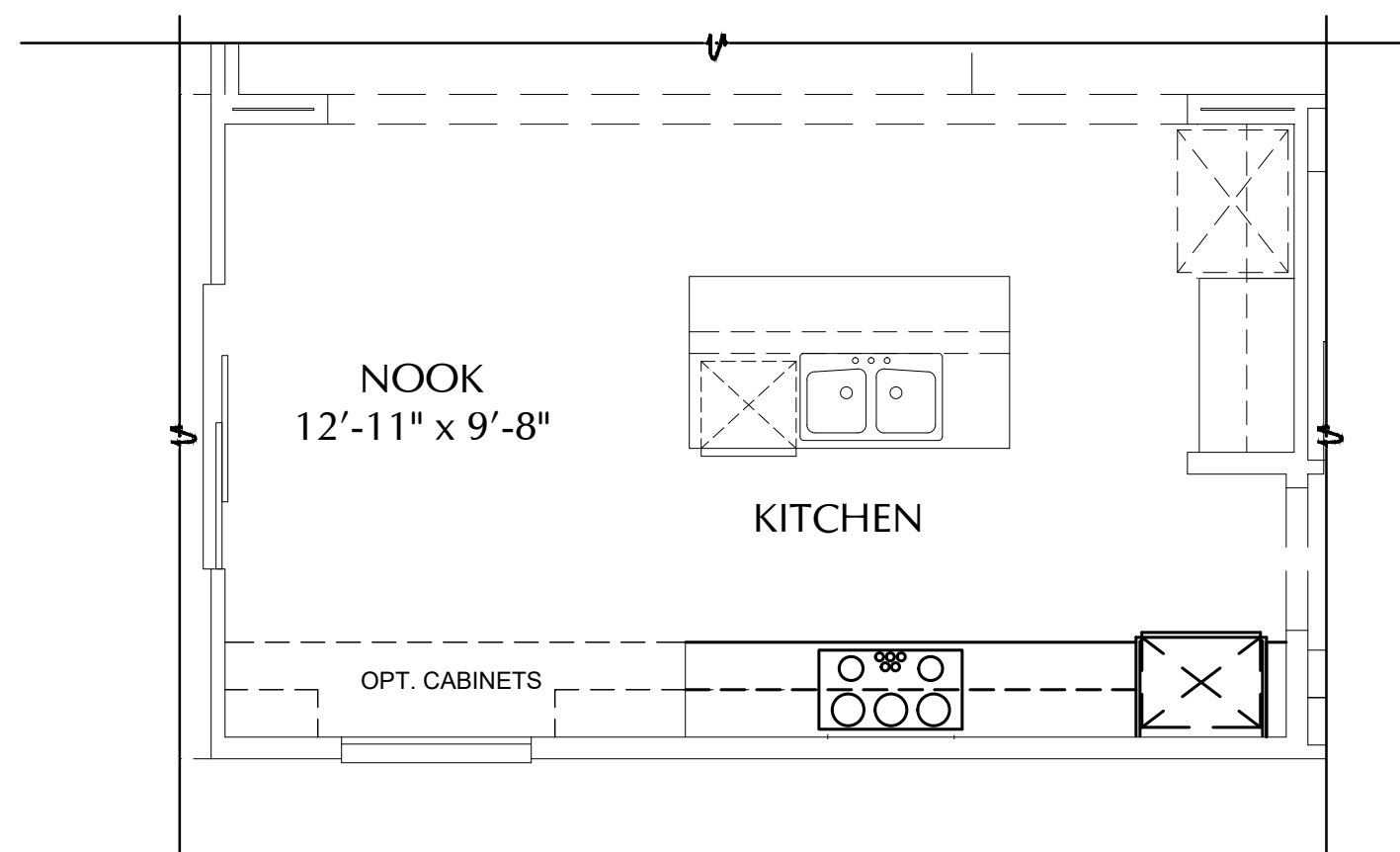
**OPT. COVERED PATIO** PLAN N399  
SCALE: 1/4" = 1'-0"



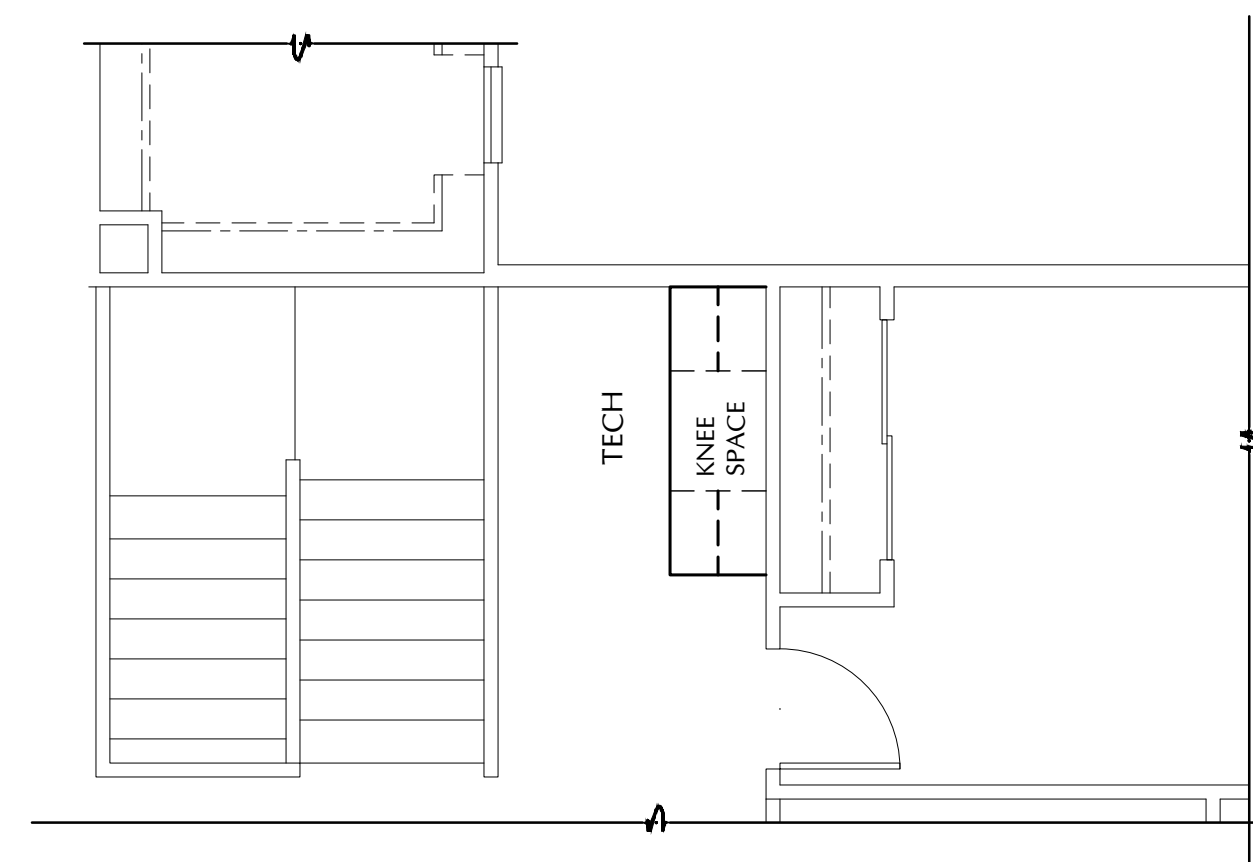
**OPT. EXTENDED COVERED PATIO** PLAN N399  
SCALE: 1/4" = 1'-0"



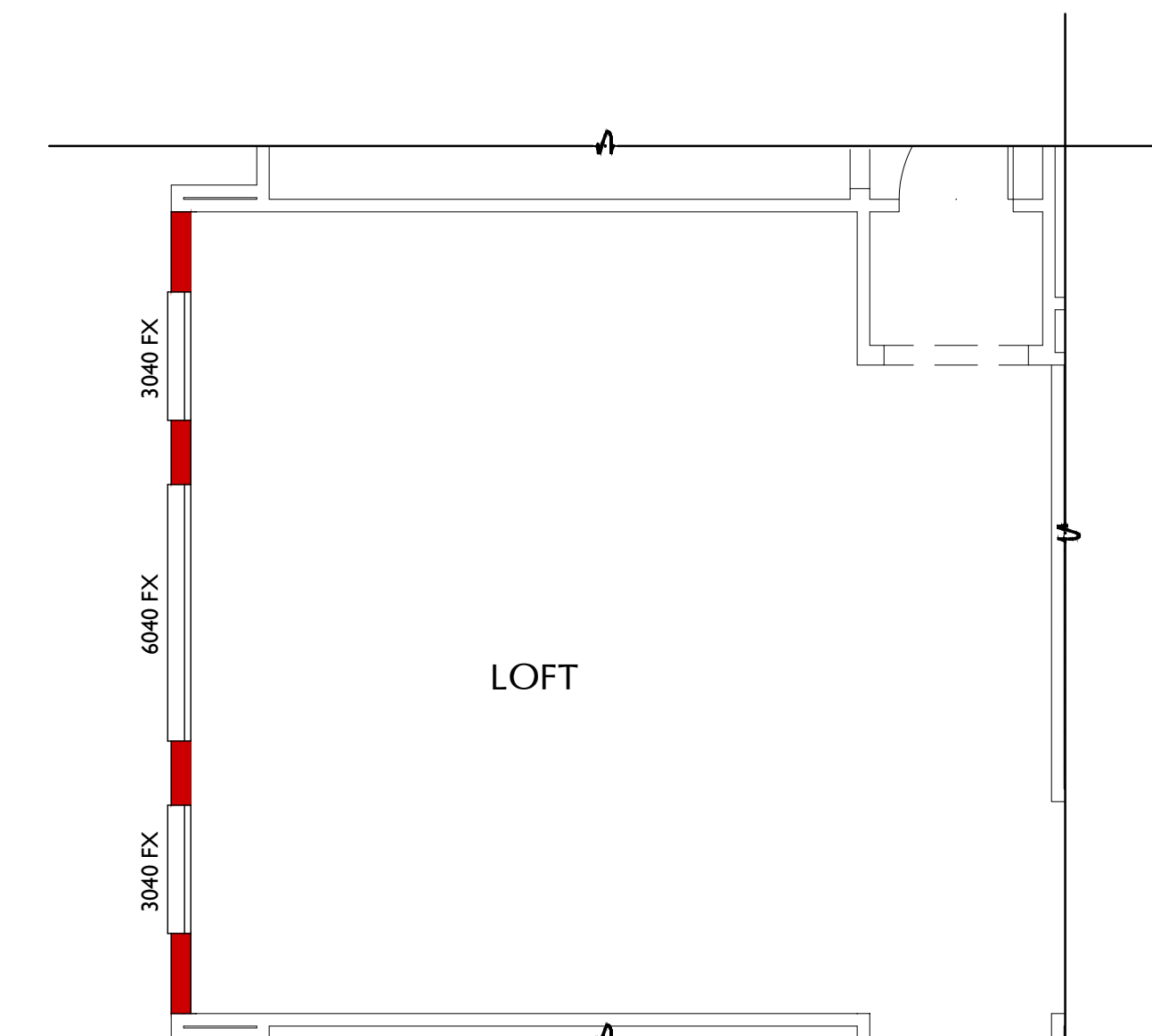
**OPT. GOURMET KITCHEN LITE** PLAN N399  
SCALE: 1/4" = 1'-0"



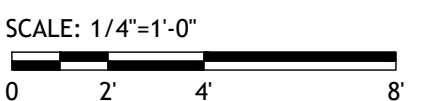
**OPT. GOURMET KITCHEN** PLAN N399  
SCALE: 1/4" = 1'-0"



**OPT. TECH (2ND FLOOR HALL)** PLAN N399  
SCALE: 1/4" = 1'-0"



**OPT. LOFT** PLAN N399  
SCALE: 1/4" = 1'-0"



## N399 DILLON

### STONE HAVEN FOLSOM, CALIFORNIA

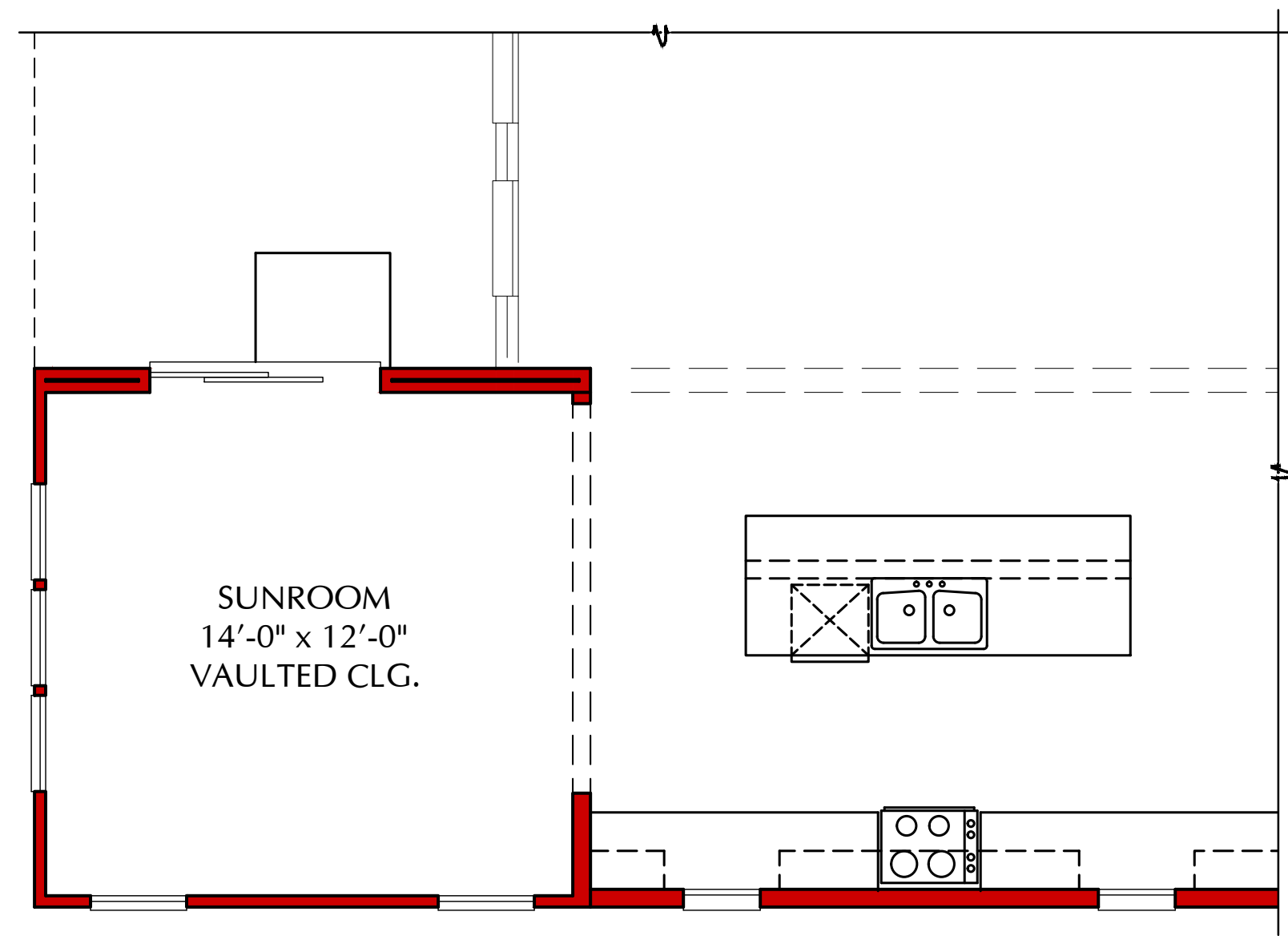
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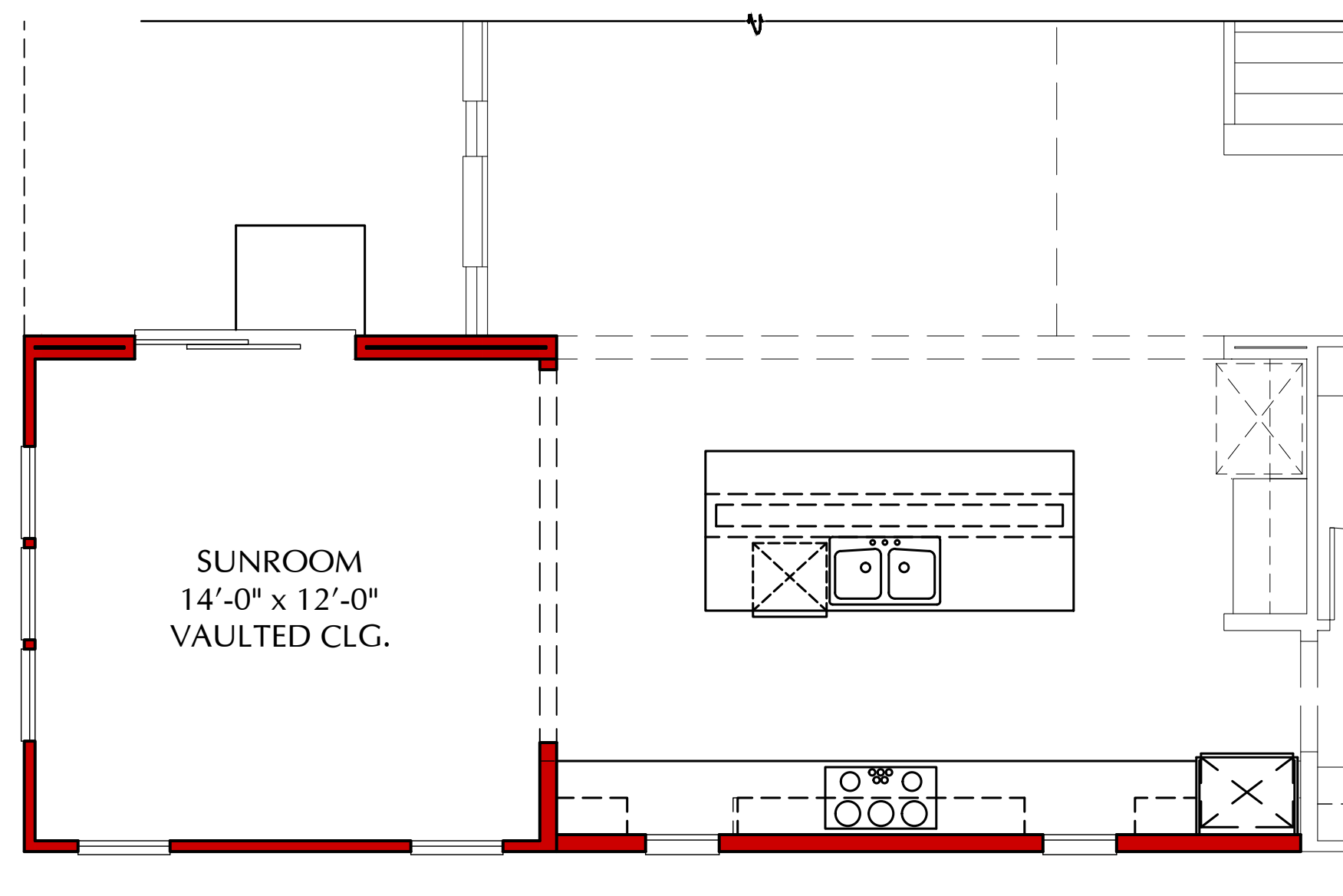
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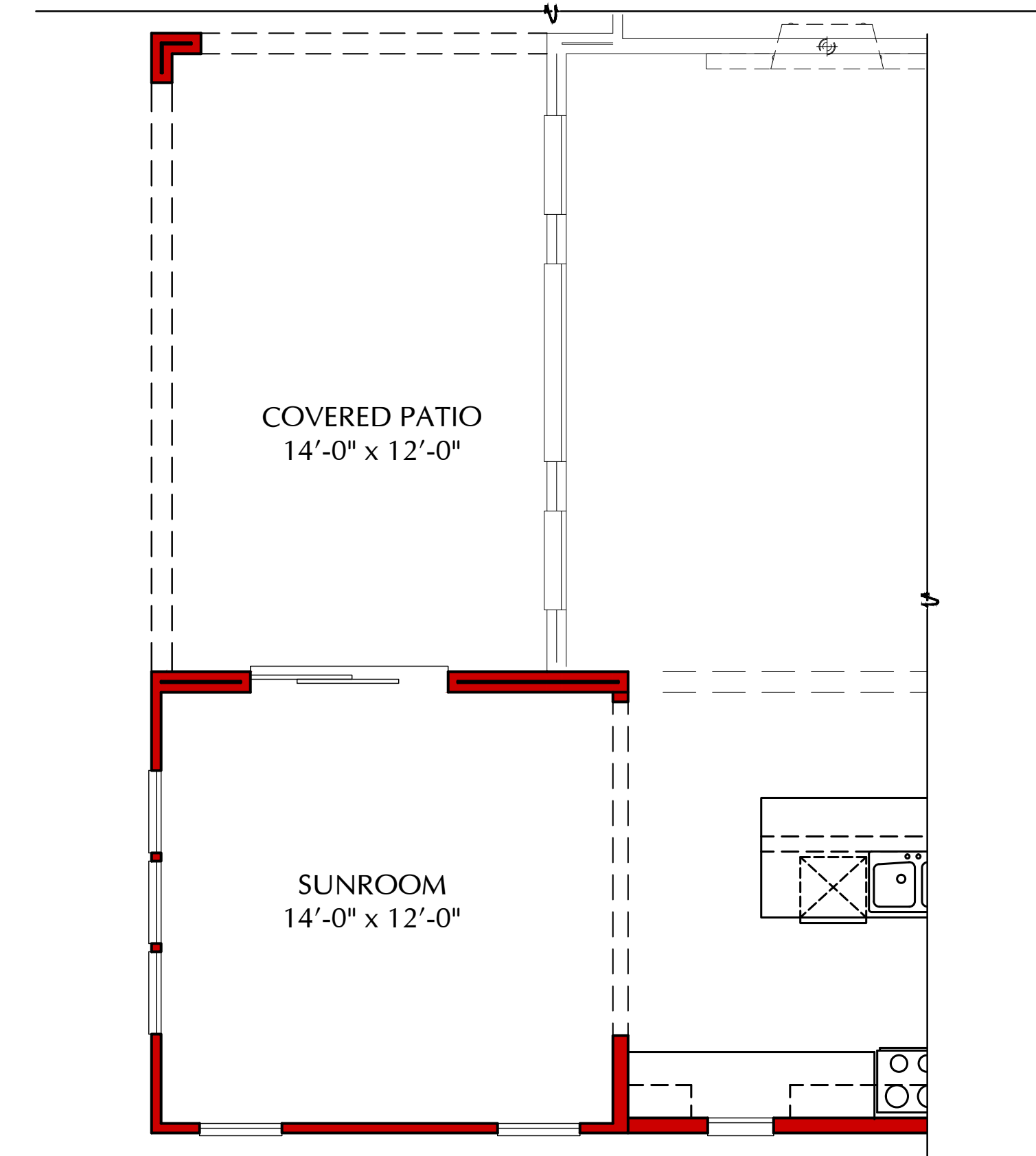
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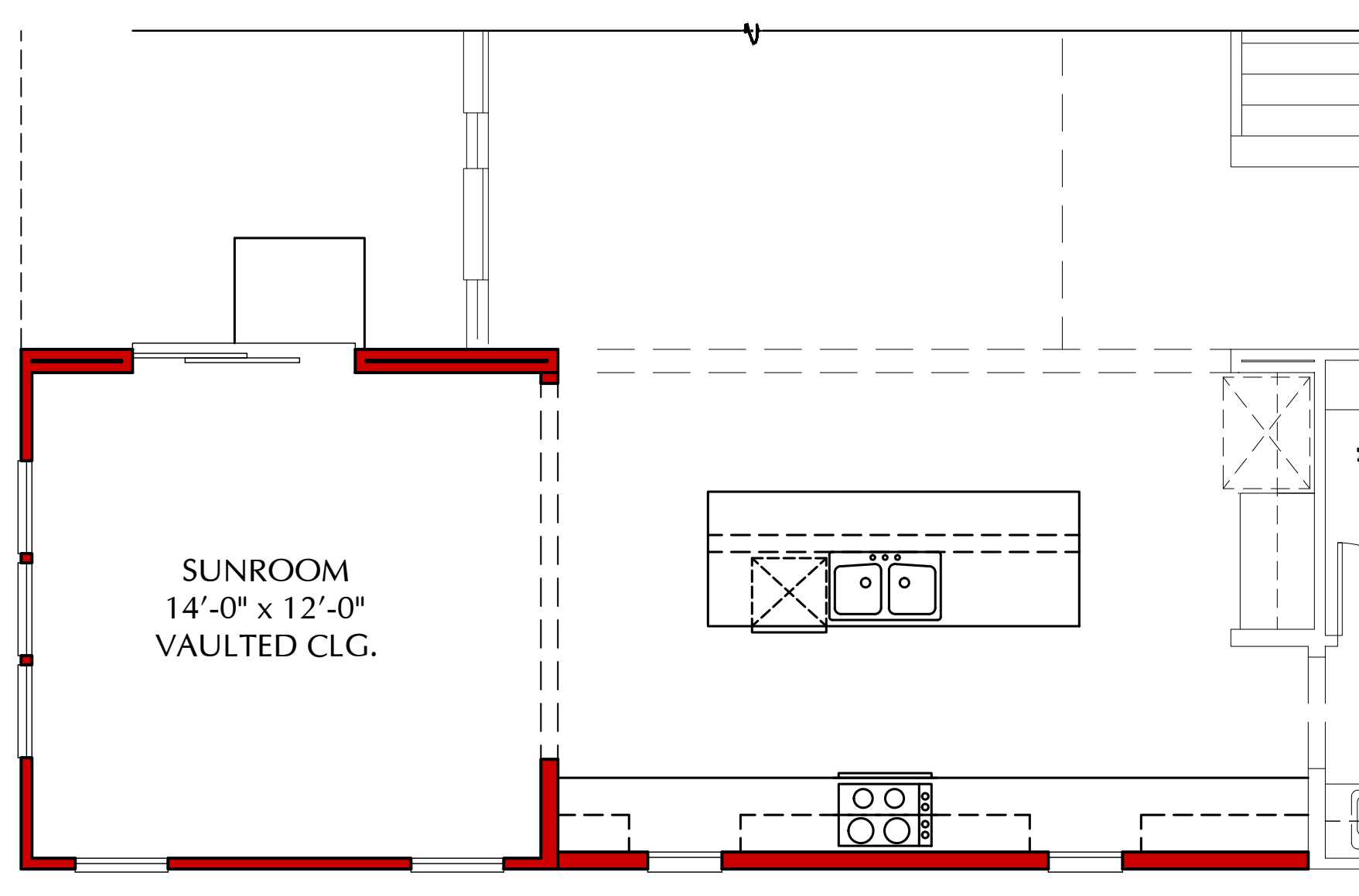
OPT. SUNROOM W/ VAULTED CEILING PLAN N399  
SCALE: 1/4" = 1'-0"



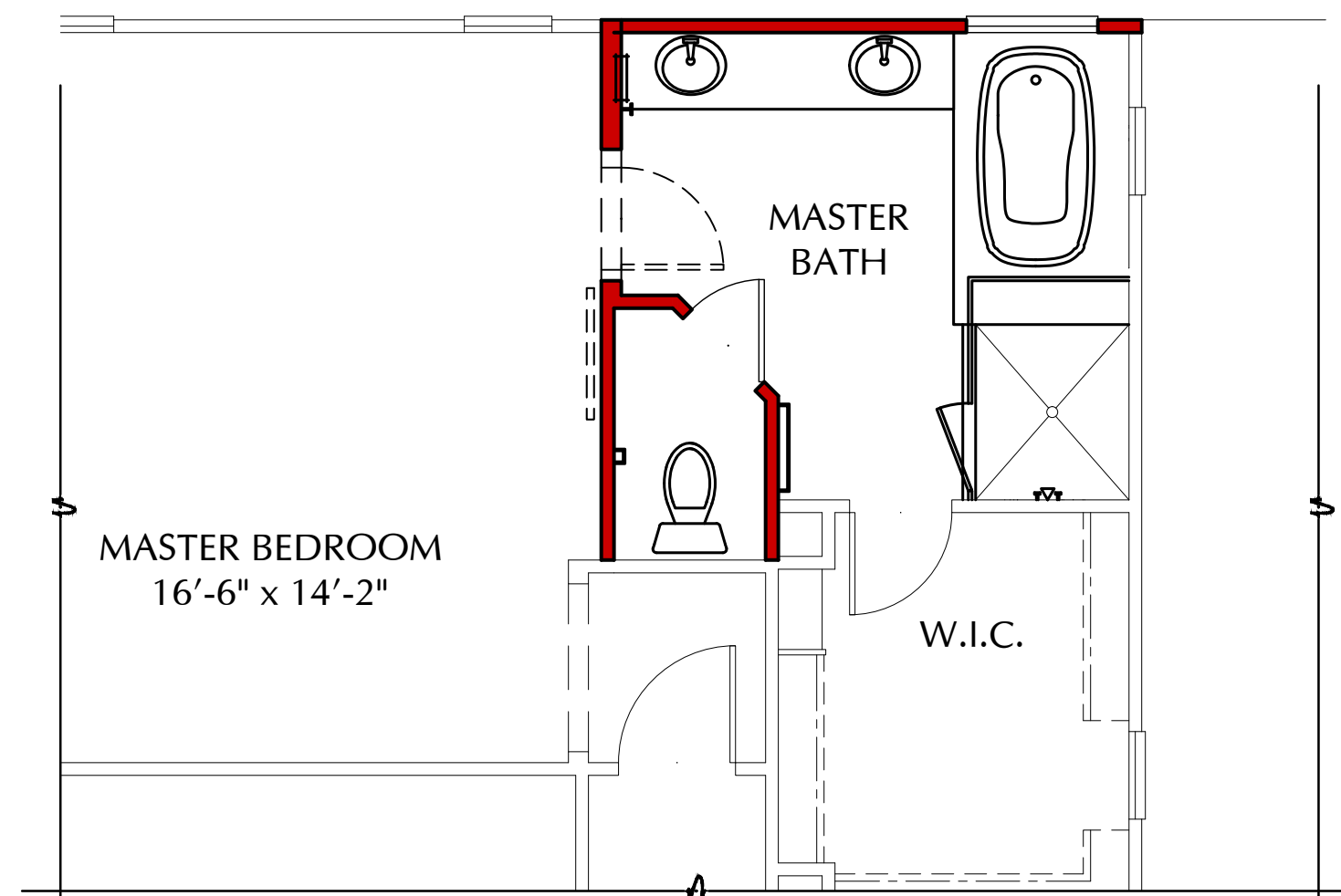
OPT. GOURMET KITCHEN AT SUNROOM PLAN N399  
SCALE: 1/4" = 1'-0"



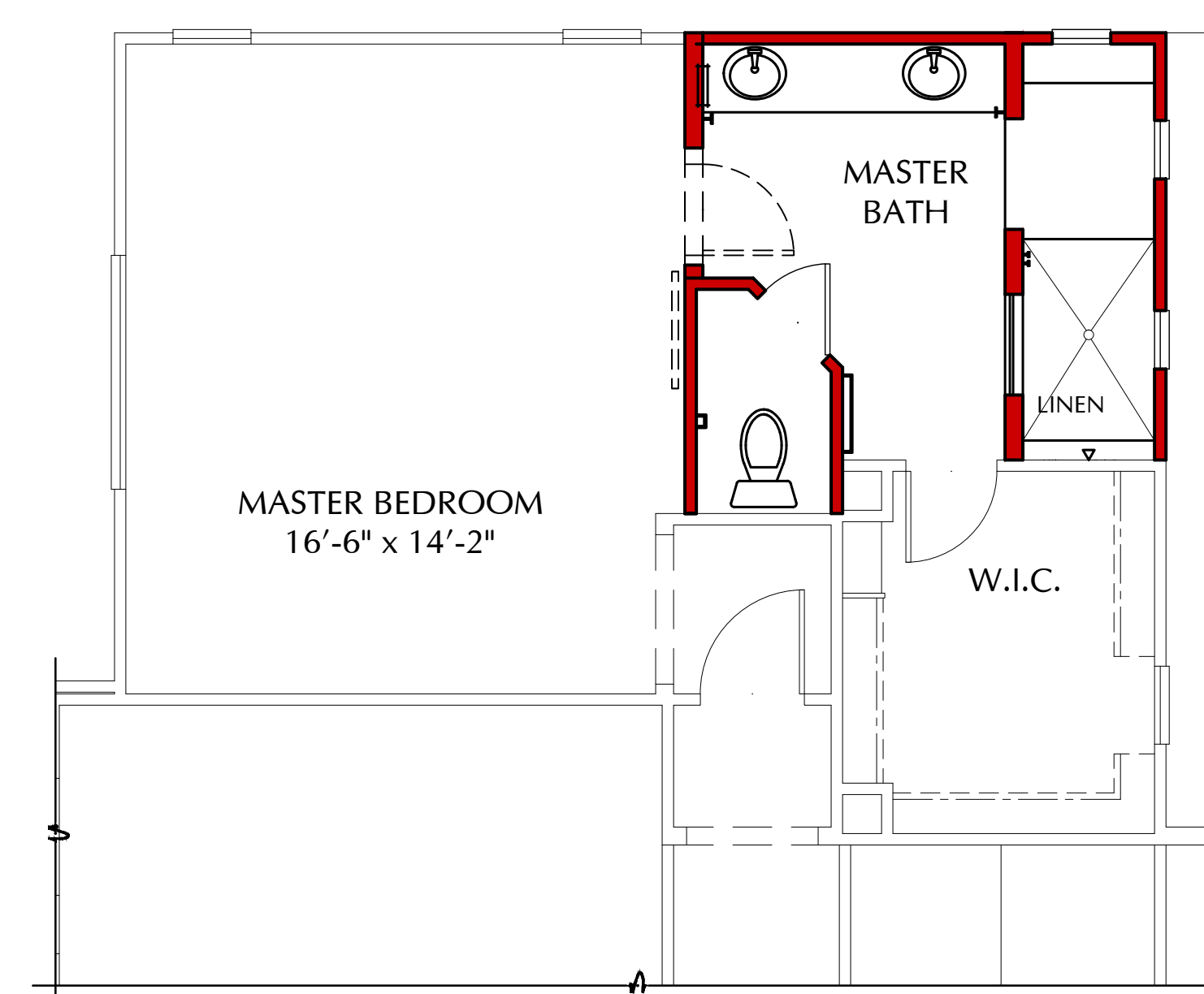
OPT. COVERED PATIO AT SUNROOM PLAN N399  
SCALE: 1/4" = 1'-0"



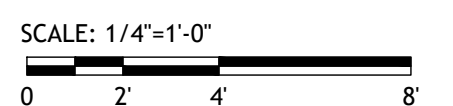
OPT. GOURMET LITE KITCHEN @SUNROOM PLAN N399  
SCALE: 1/4" = 1'-0"



OPT. DELUXE MASTER BATH PLAN N399  
AT MASTER BATH SCALE: 1/4" = 1'-0"



OPT. WALK IN SHOWER PLAN N399  
AT MASTER BATH SCALE: 1/4" = 1'-0"



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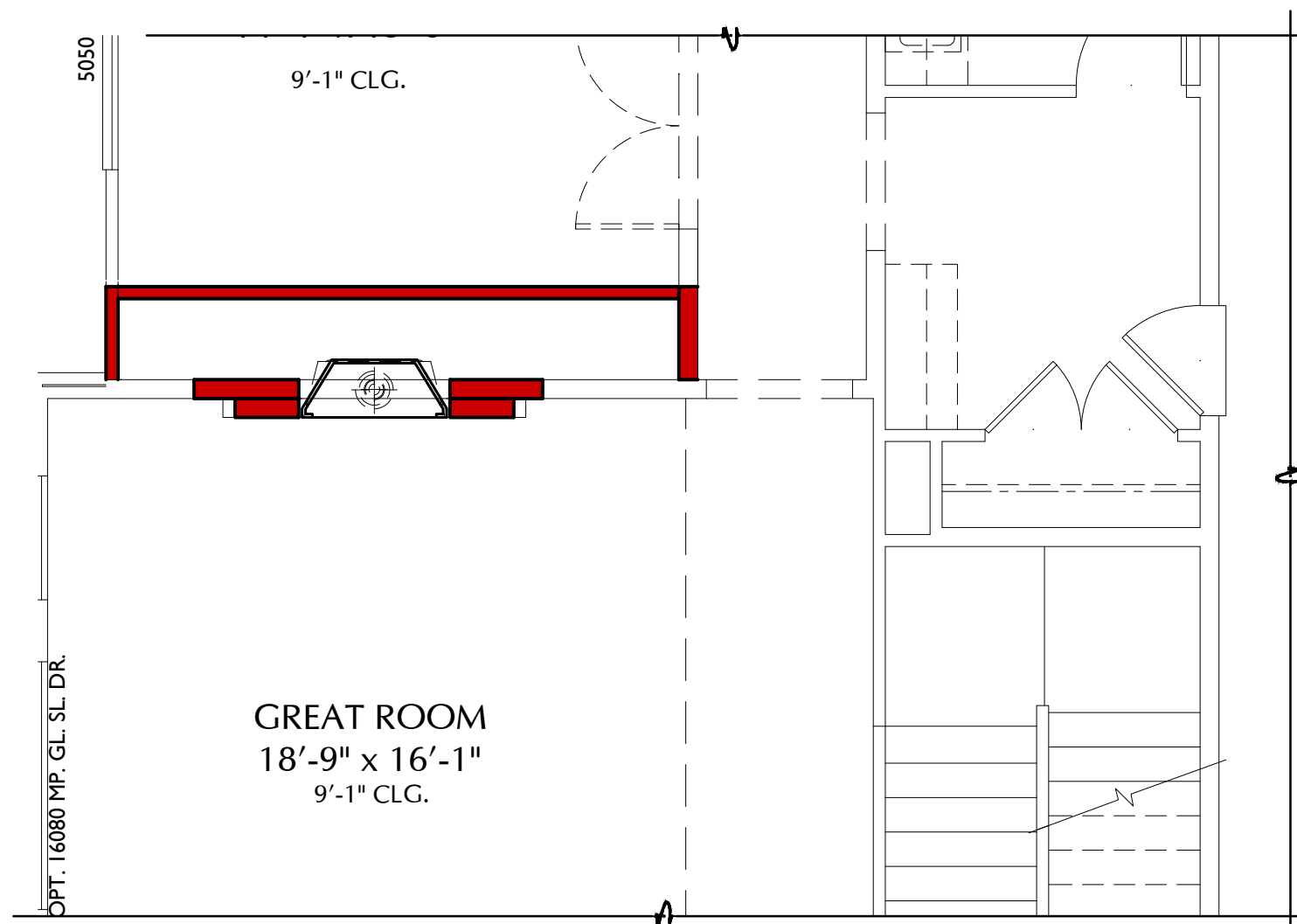
## N399 DILLON

### STONE HAVEN FOLSOM, CALIFORNIA

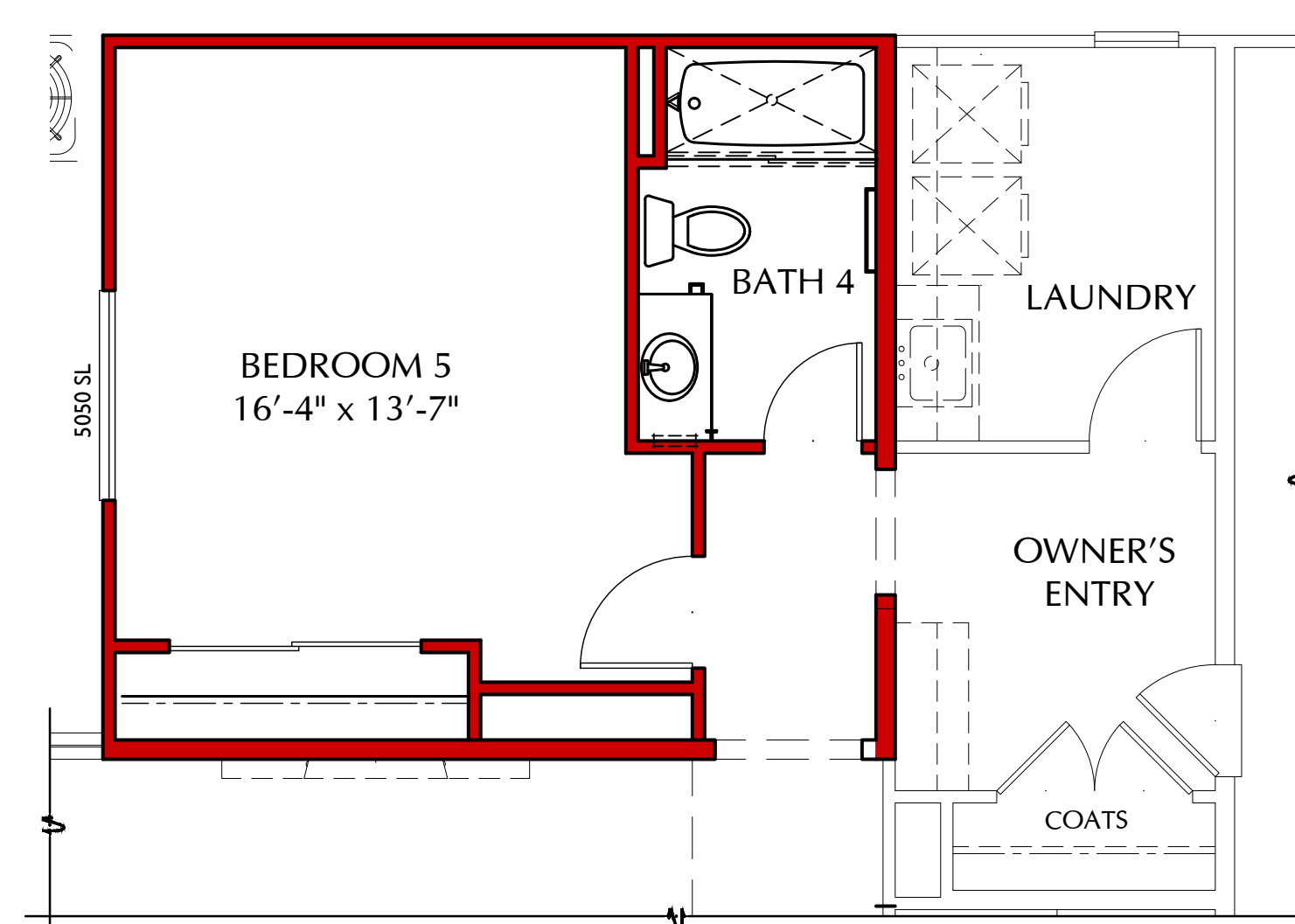
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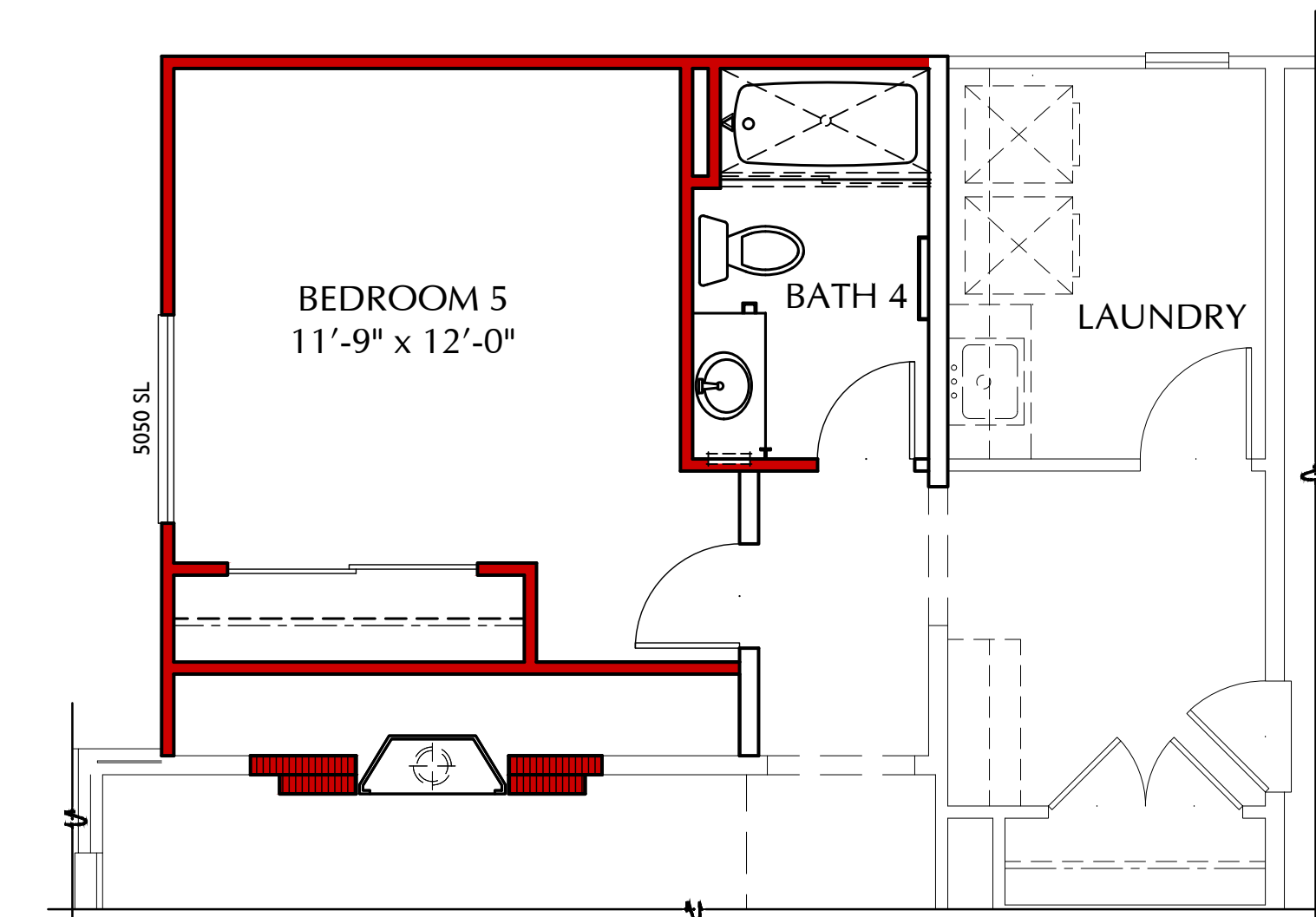
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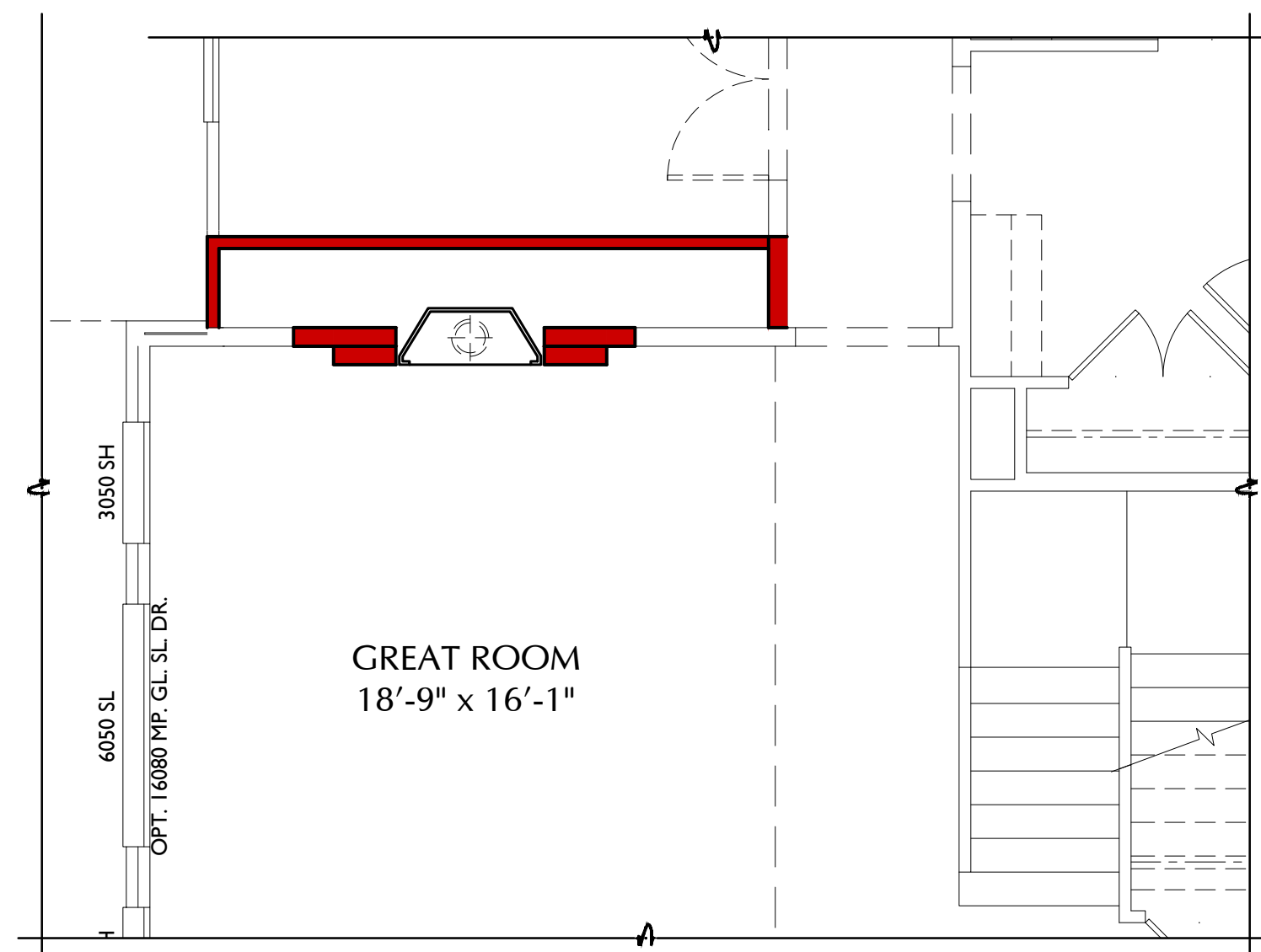
**OPT. FIREPLACE** **PLAN N399**  
TRADITIONAL SCALE: 1/4" = 1'-0"



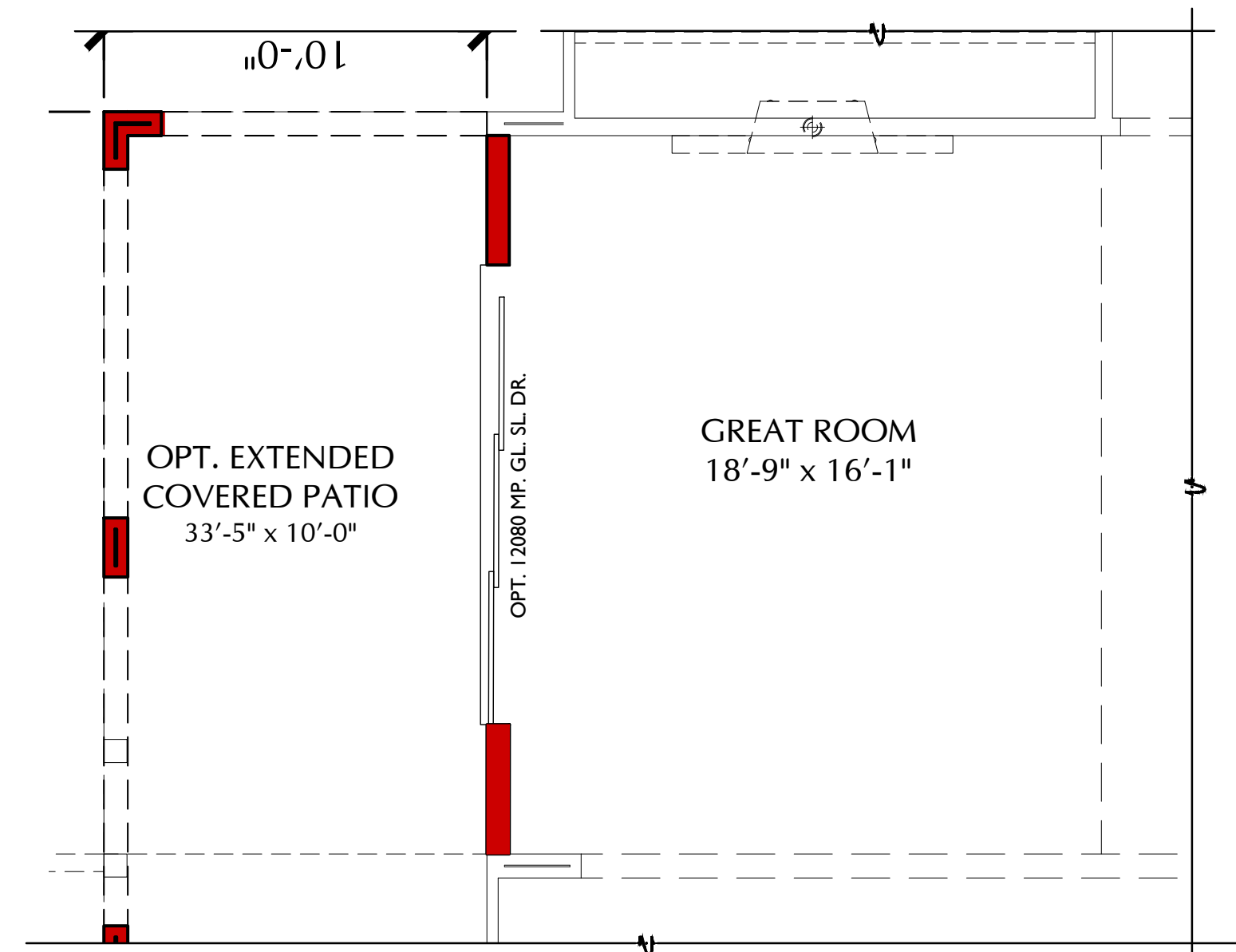
**OPT. BEDROOM 5 / BATH 4** **PLAN N399**  
IN LIEU OF STUDY AND POWDER SCALE: 1/4" = 1'-0"



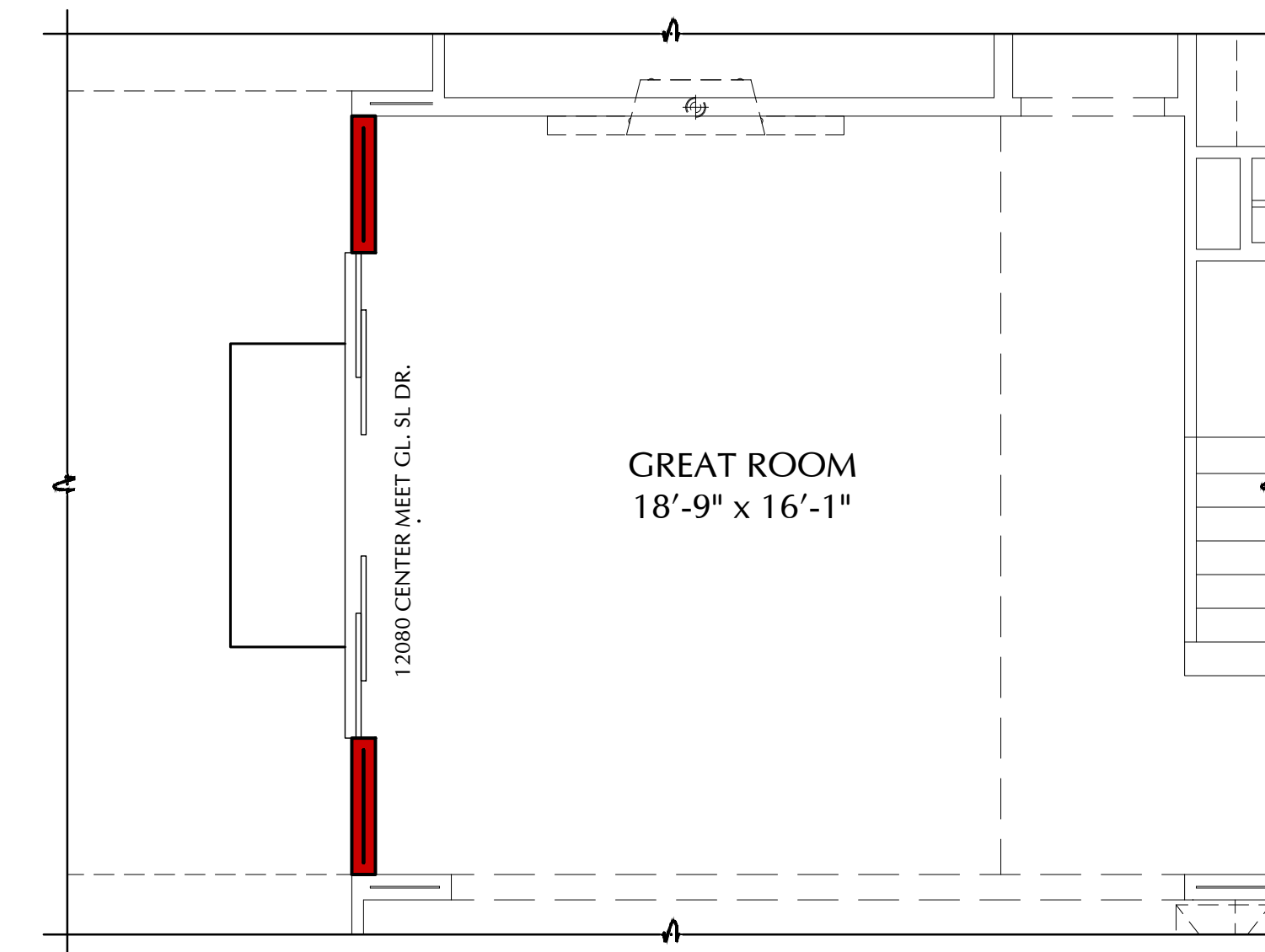
**OPT. BEDROOM 5 / BATH 4 W/ FIRE PLACE** **PLAN N399**  
IN LIEU OF STUDY AND POWDER SCALE: 1/4" = 1'-0"



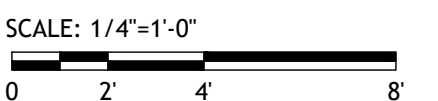
**OPT. FIREPLACE** **PLAN N399**  
CONTEMPORARY SCALE: 1/4" = 1'-0"



**OPT. 12' MULTRI-SLIDE DOOR** **PLAN N399**  
SCALE: 1/4" = 1'-0"



**OPT. 12' CENTER MEET DOOR** **PLAN N399**  
SCALE: 1/4" = 1'-0"



## N399 DILLON

**STONE HAVEN**  
**FOLSOM, CALIFORNIA**

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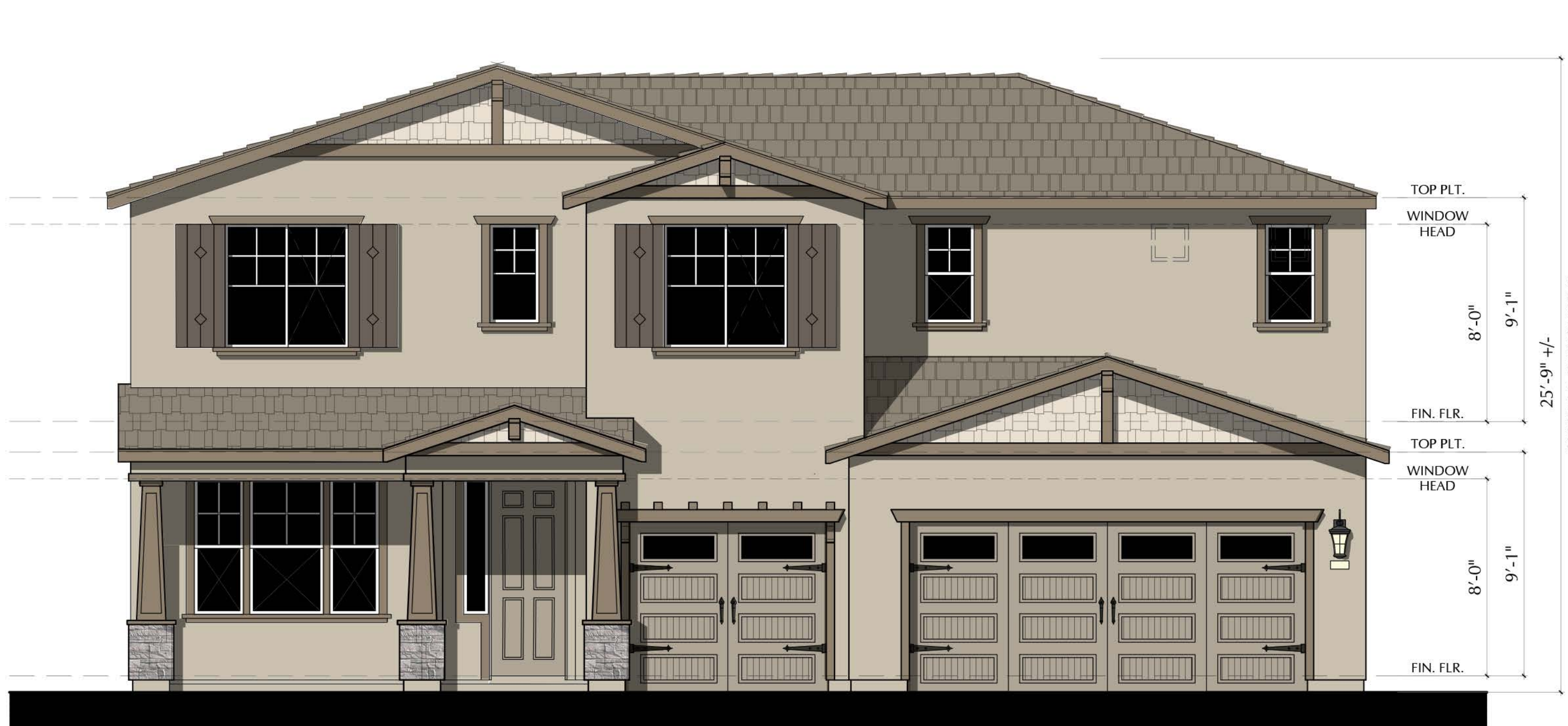
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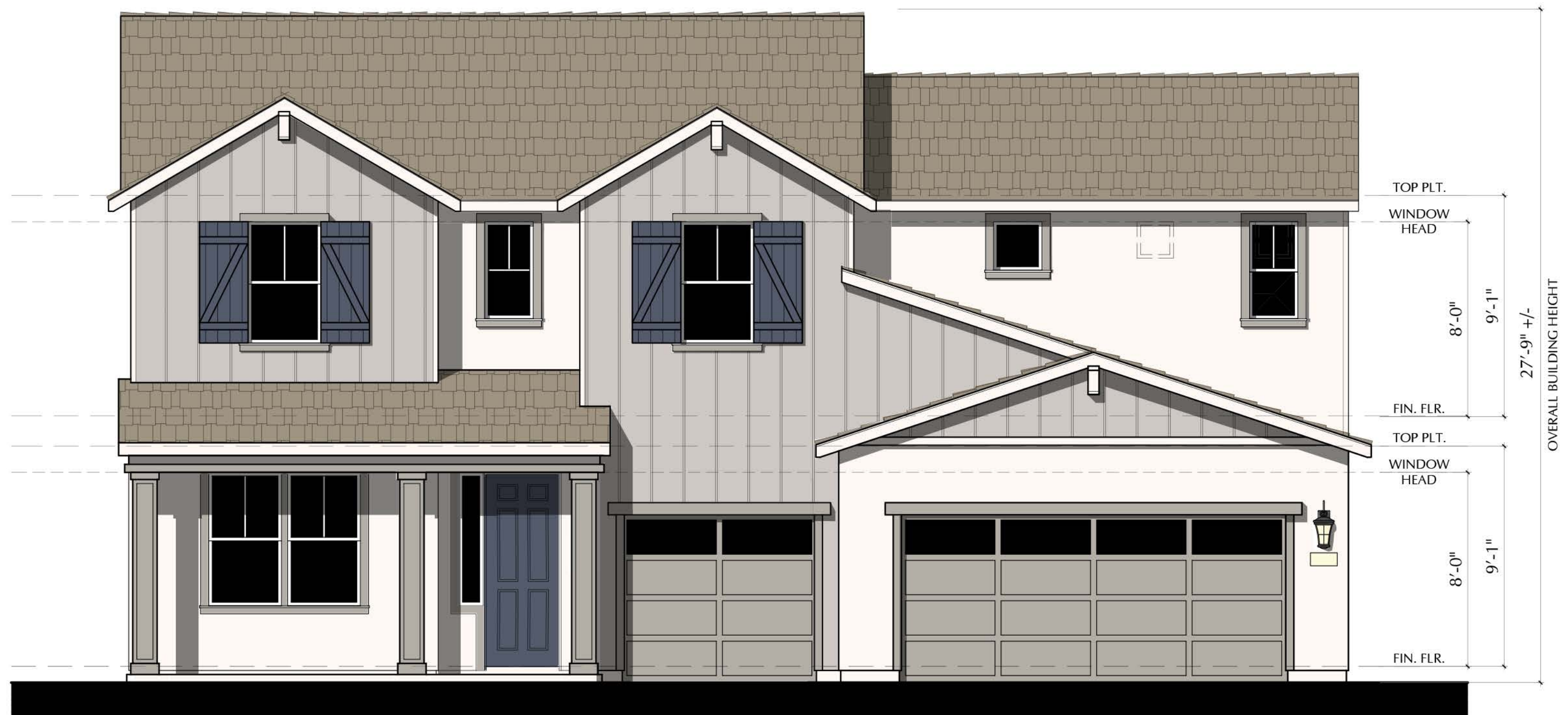
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MONTEREY - A



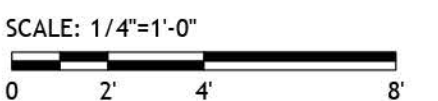
CRAFTSMAN - C



FARMHOUSE - B

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N399 - DILLON II  
FRONT ELEVATIONS



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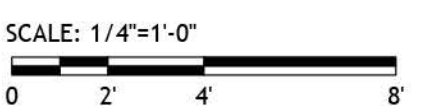
A FRONT ELEVATION - MONTEREY



A REAR ELEVATION - MONTEREY

N399 - DILLON II  
FRONT & REAR ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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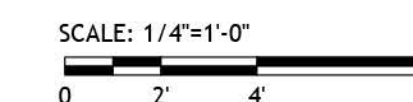
A LEFT ELEVATION - MONTEREY



A RIGHT ELEVATION - MONTEREY

N399 - DILLON II  
SIDE ELEVATIONS

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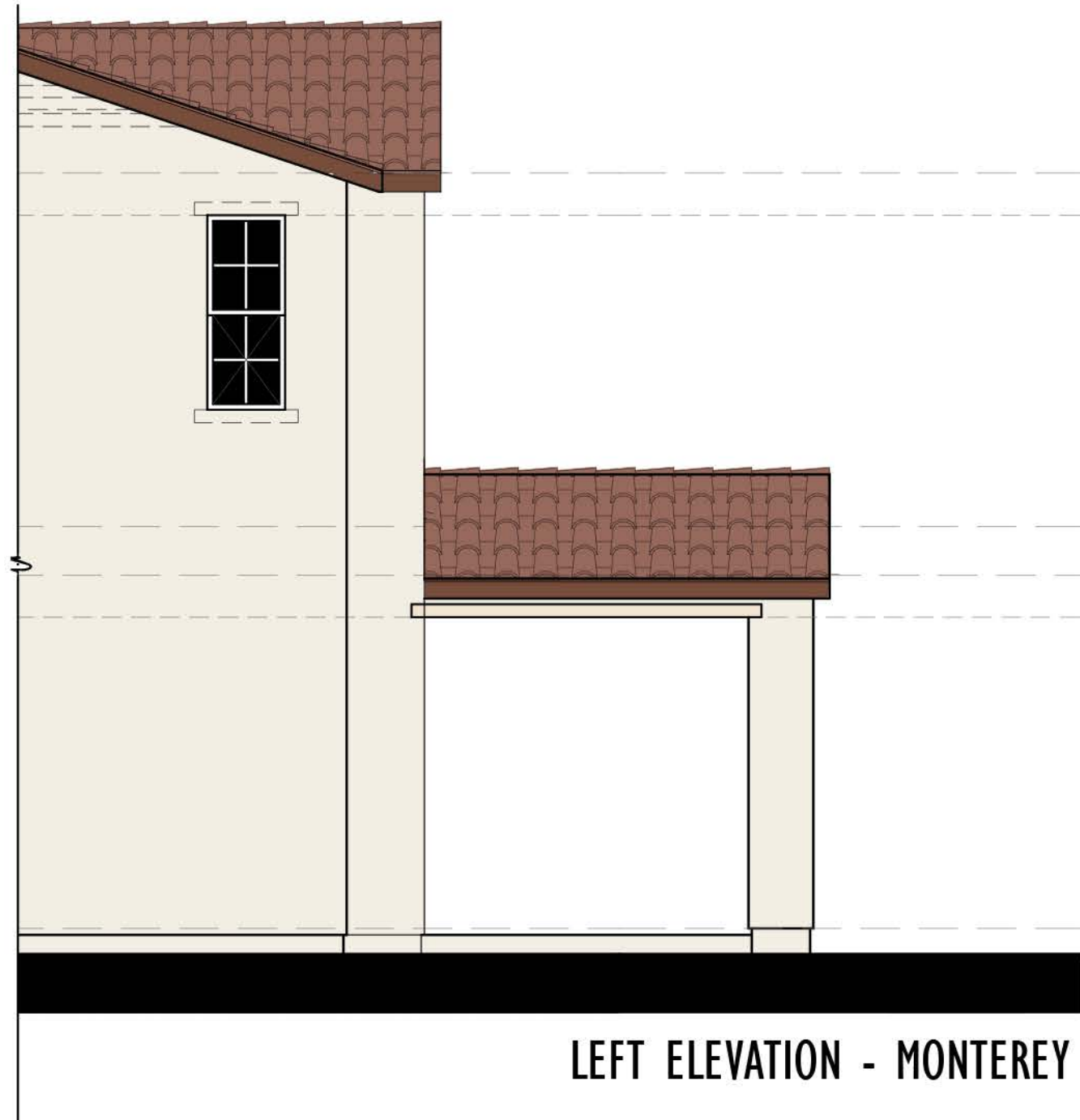
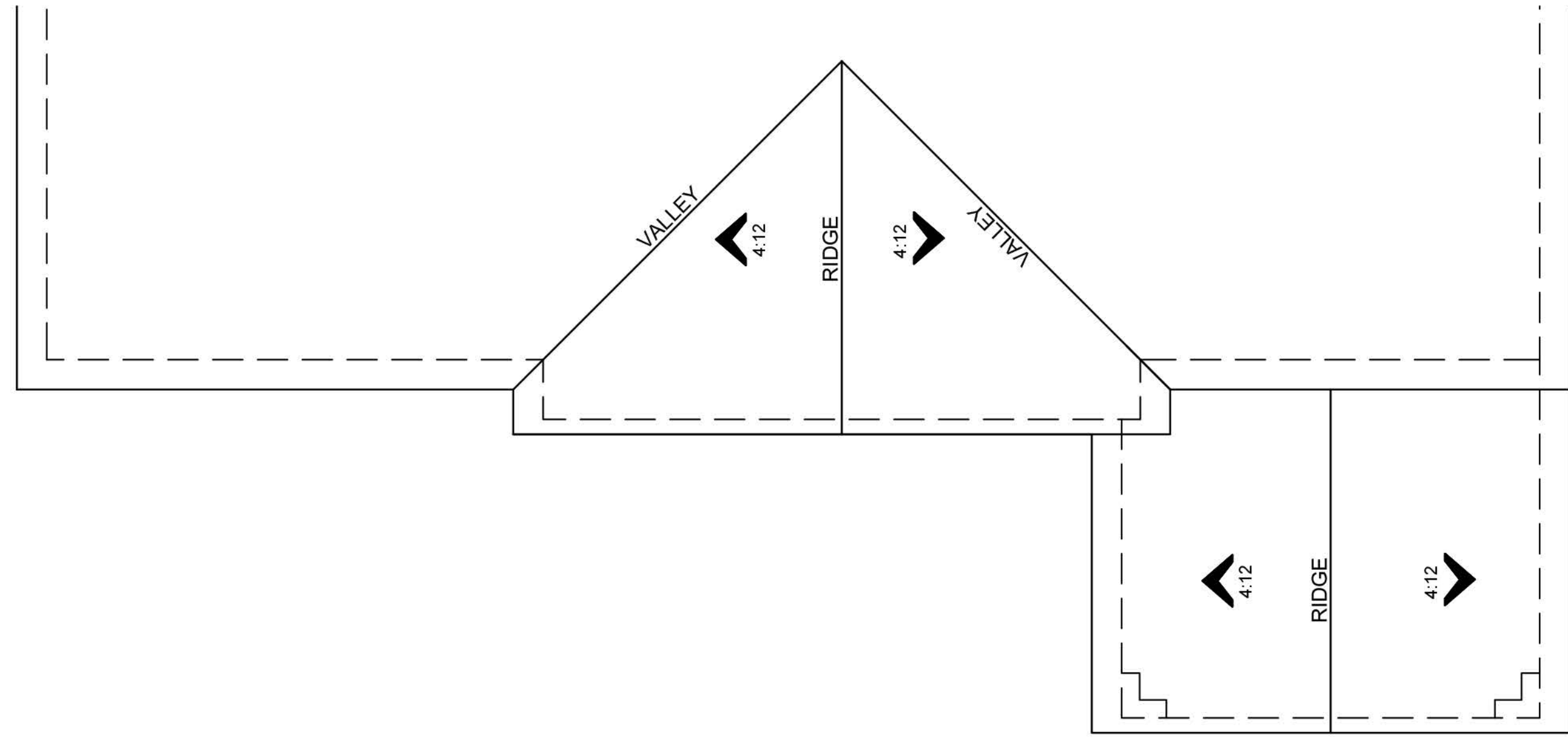
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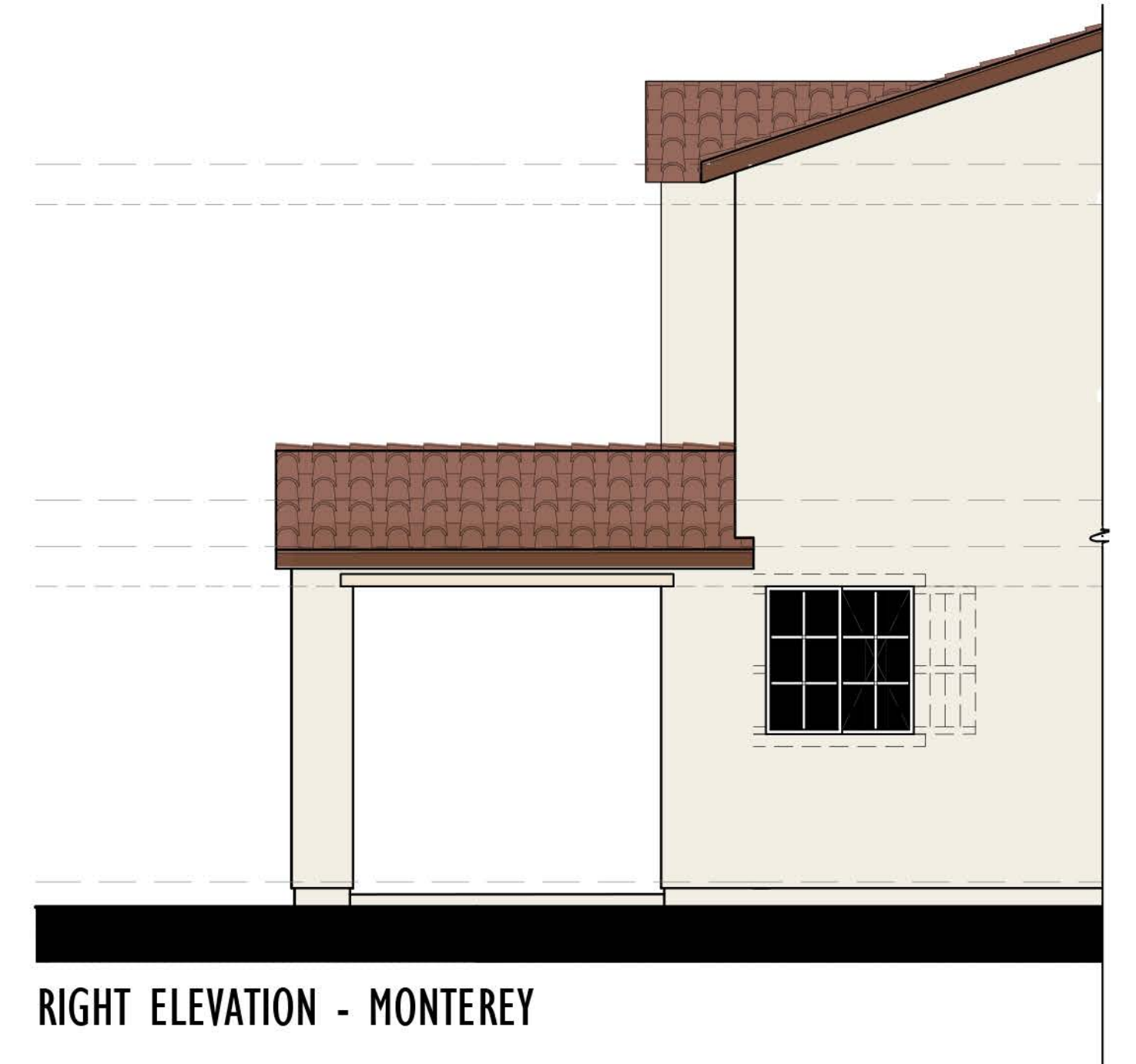
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LEFT ELEVATION - MONTEREY

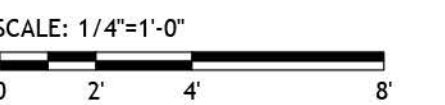


REAR ELEVATION - MONTEREY



RIGHT ELEVATION - MONTEREY

N399 - DILLON II  
COVERED PATIO OPTION



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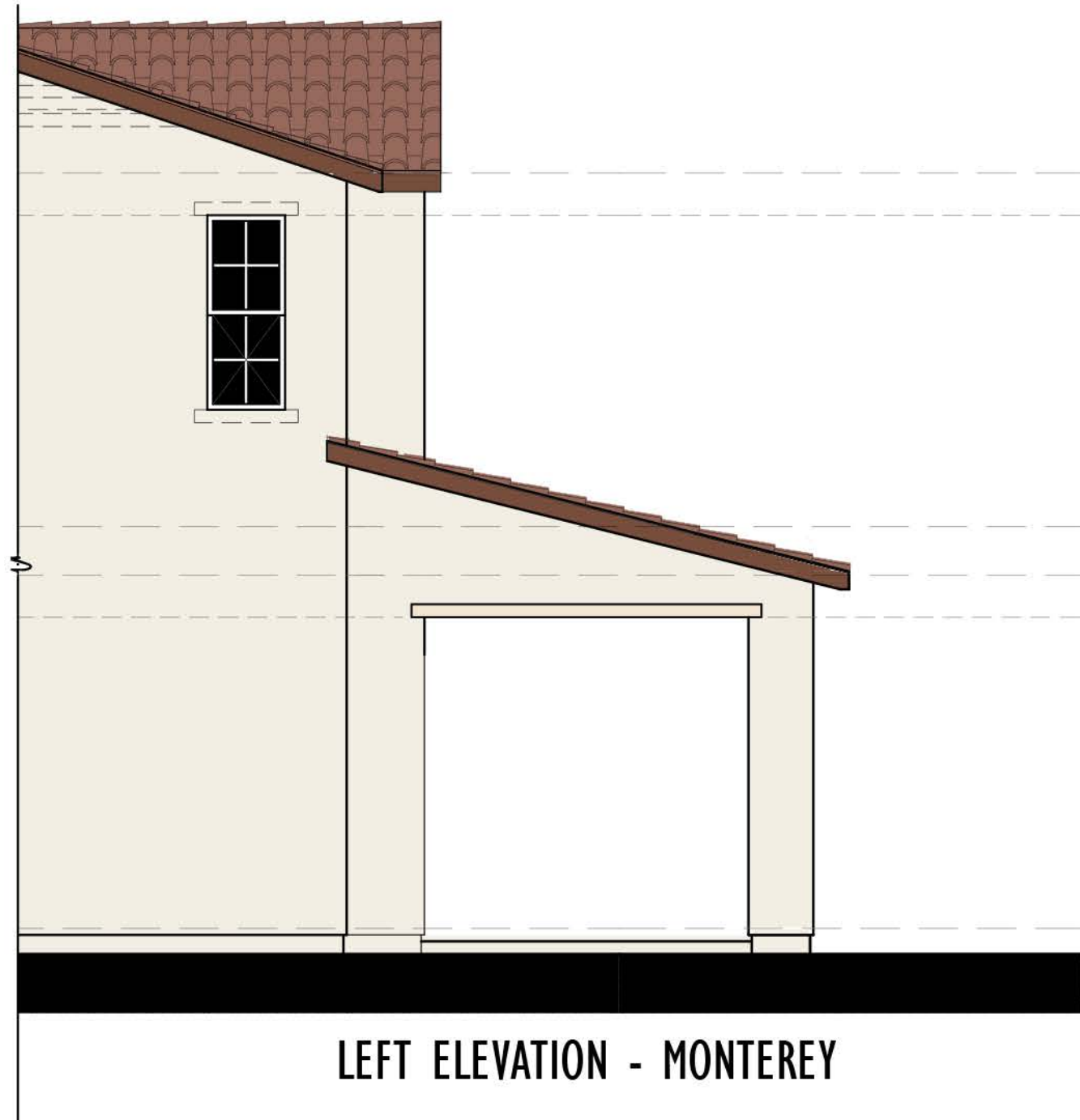
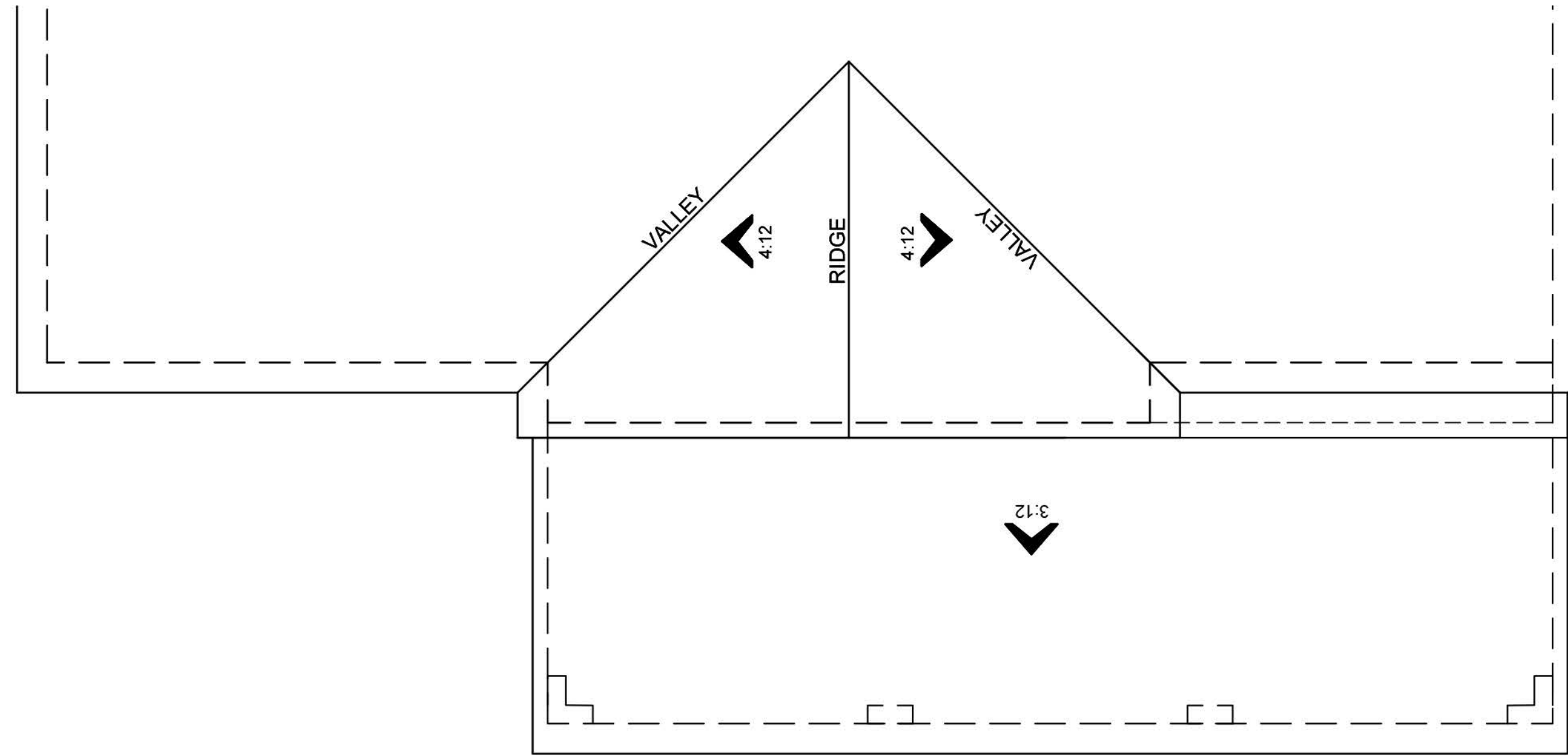
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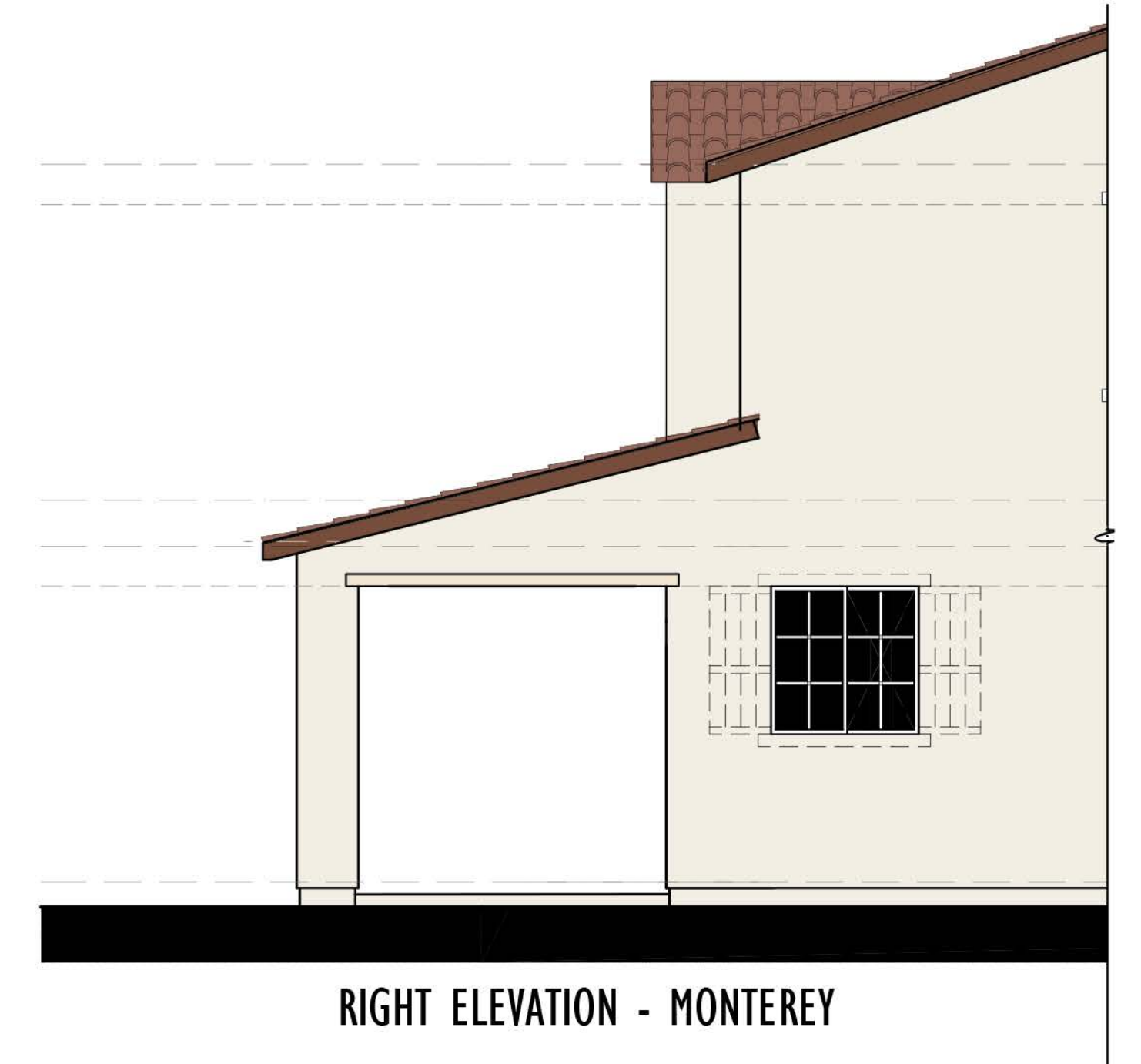




LEFT ELEVATION - MONTEREY

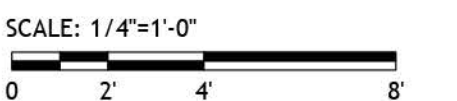


REAR ELEVATION - MONTEREY



RIGHT ELEVATION - MONTEREY

N399 - DILLON II  
EXTENDED COVERED PATIO OPTION



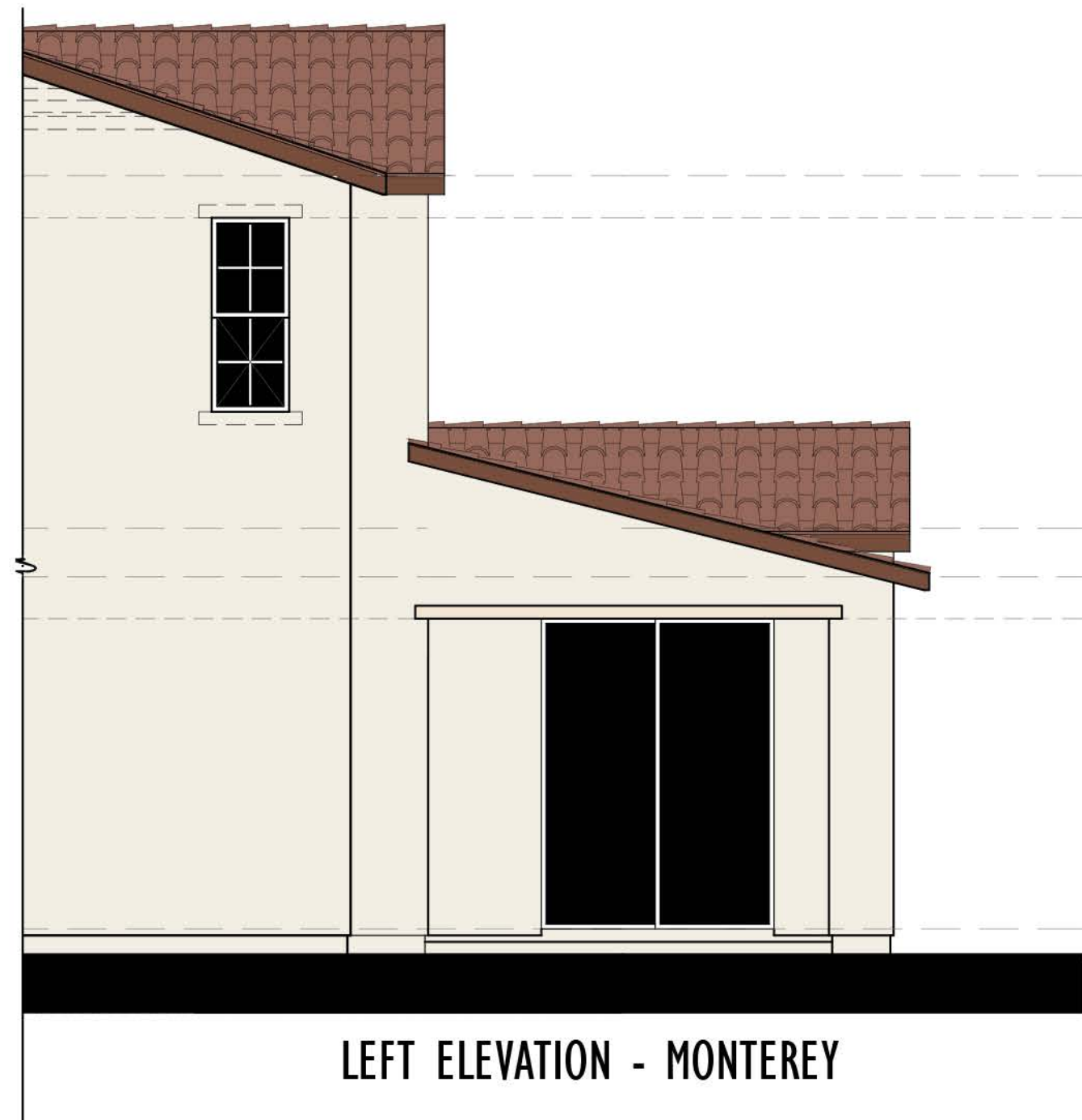
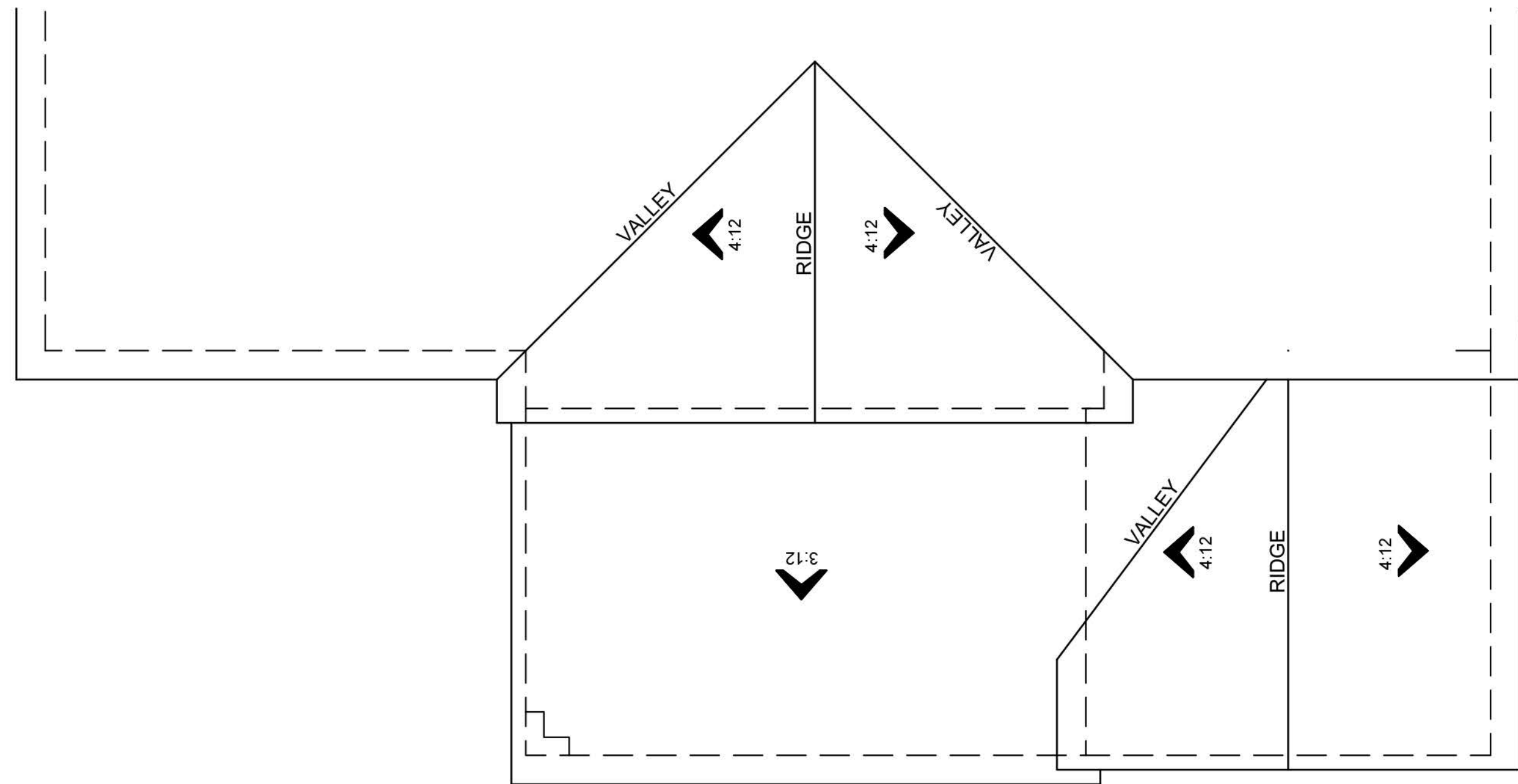
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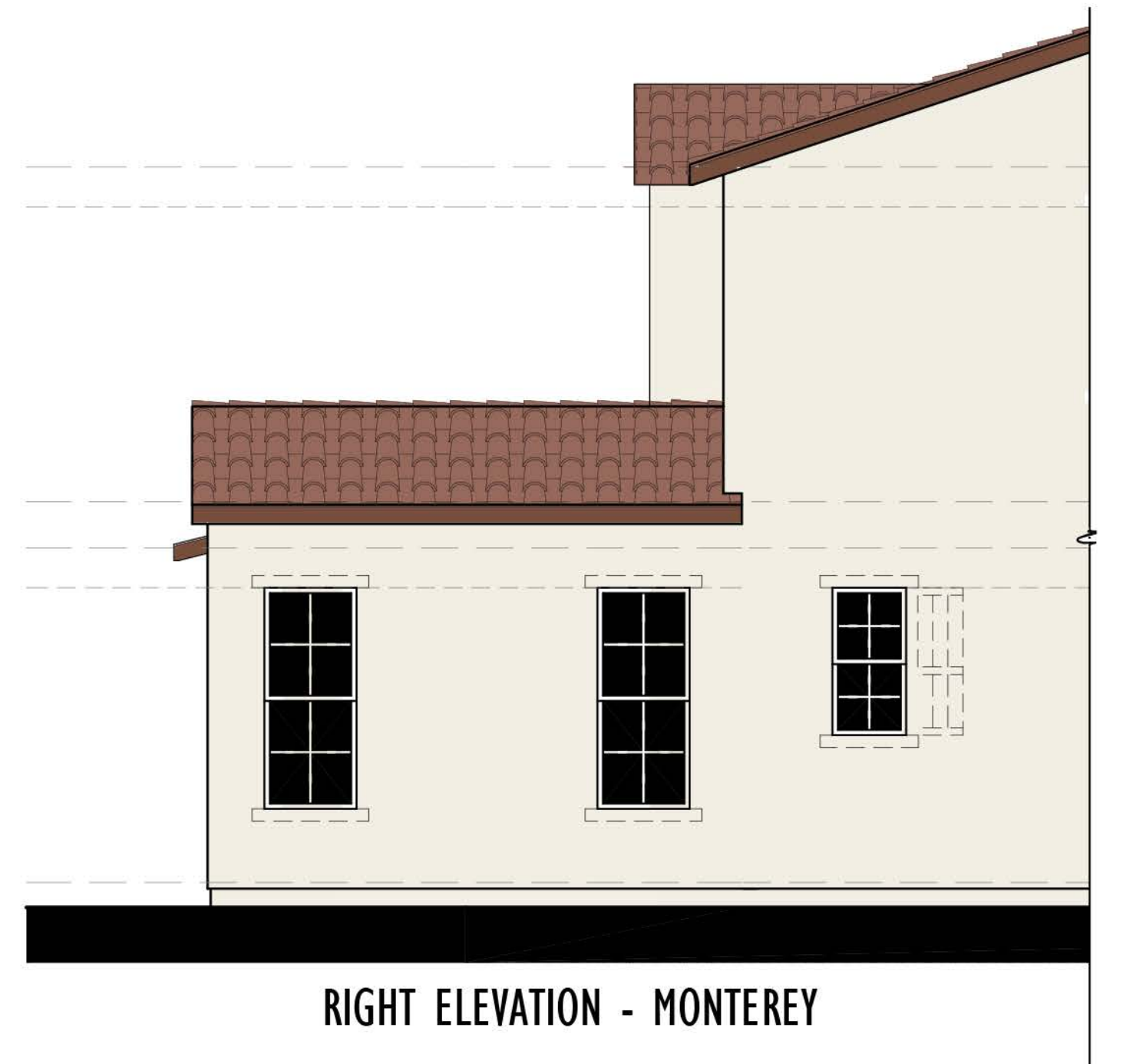
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LEFT ELEVATION - MONTEREY

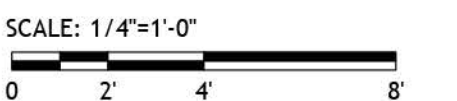


REAR ELEVATION - MONTEREY



RIGHT ELEVATION - MONTEREY

N399 - DILLON II  
COVERED PATIO AT SUNROOM OPTION



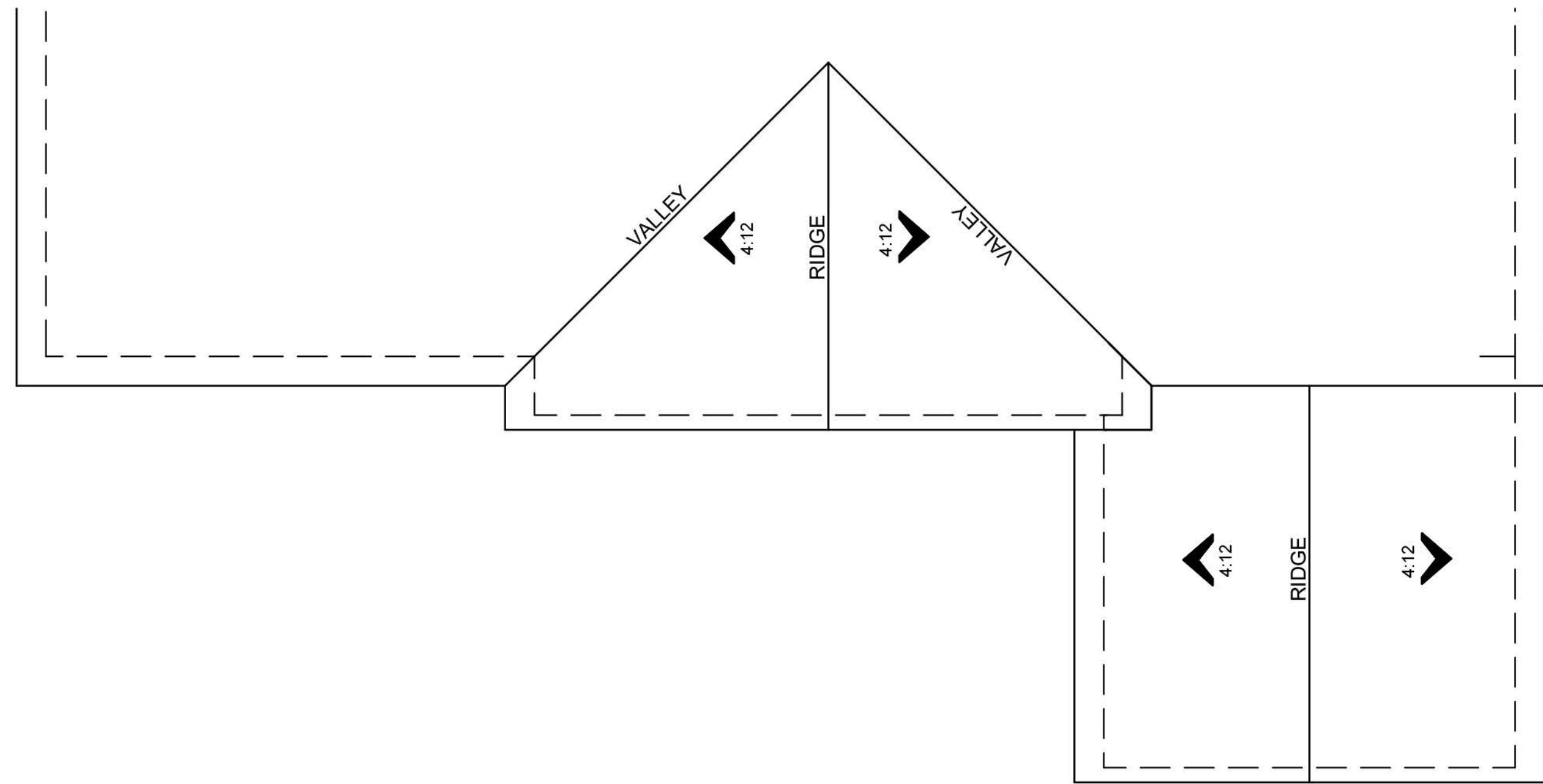
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FOLSOM, CALIFORNIA

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LEFT ELEVATION - MONTEREY



REAR ELEVATION - MONTEREY



RIGHT ELEVATION - MONTEREY

N399 - DILLON II  
SUNROOM OPTION



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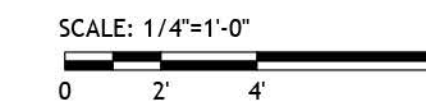
B FRONT ELEVATION - FARMHOUSE



B REAR ELEVATION - FARMHOUSE

N399 - DILLON II  
FRONT & REAR ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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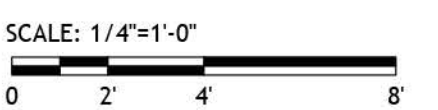
B LEFT ELEVATION - FARMHOUSE



B RIGHT ELEVATION - FARMHOUSE

N399 - DILLON II  
SIDE ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



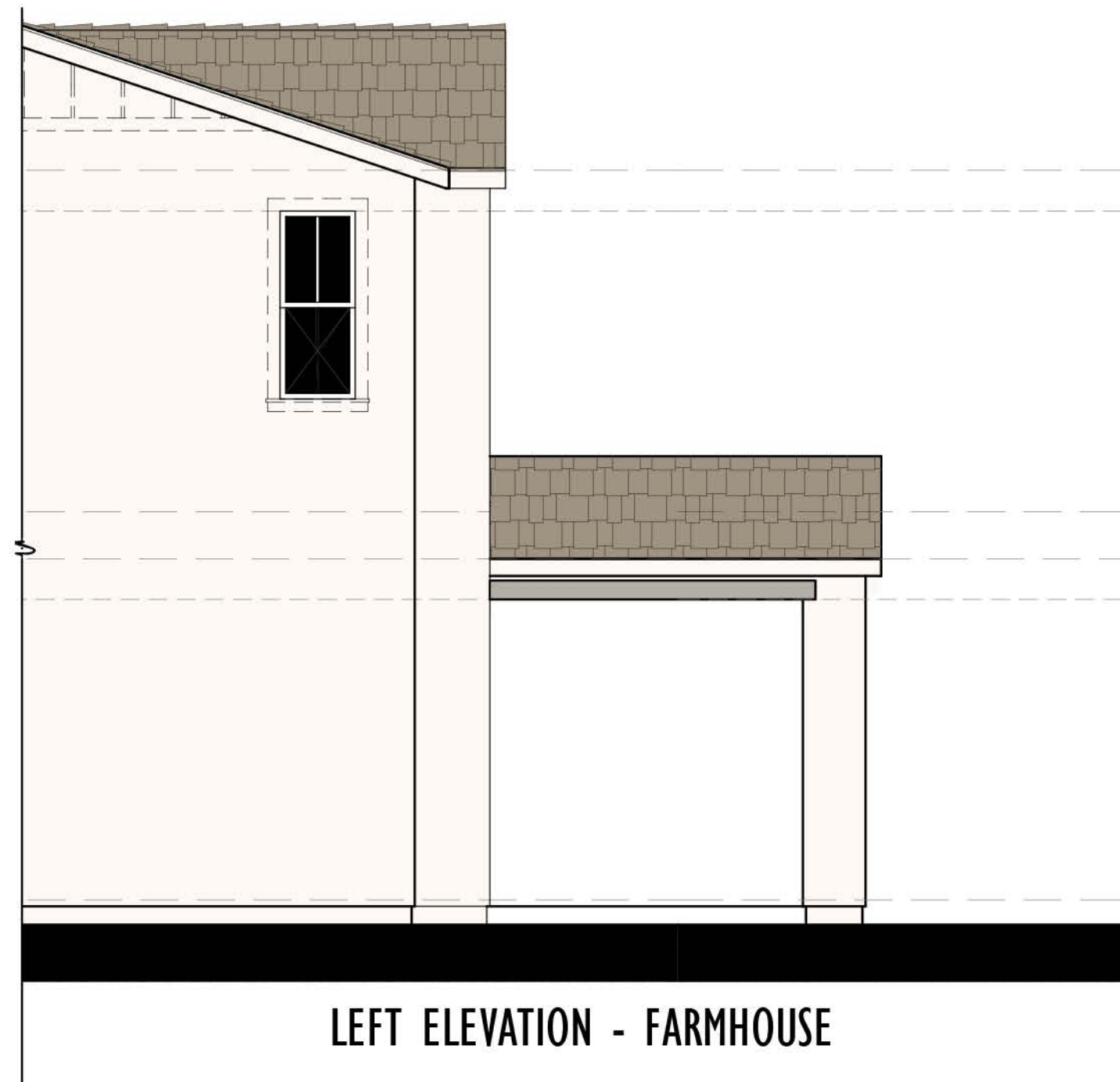
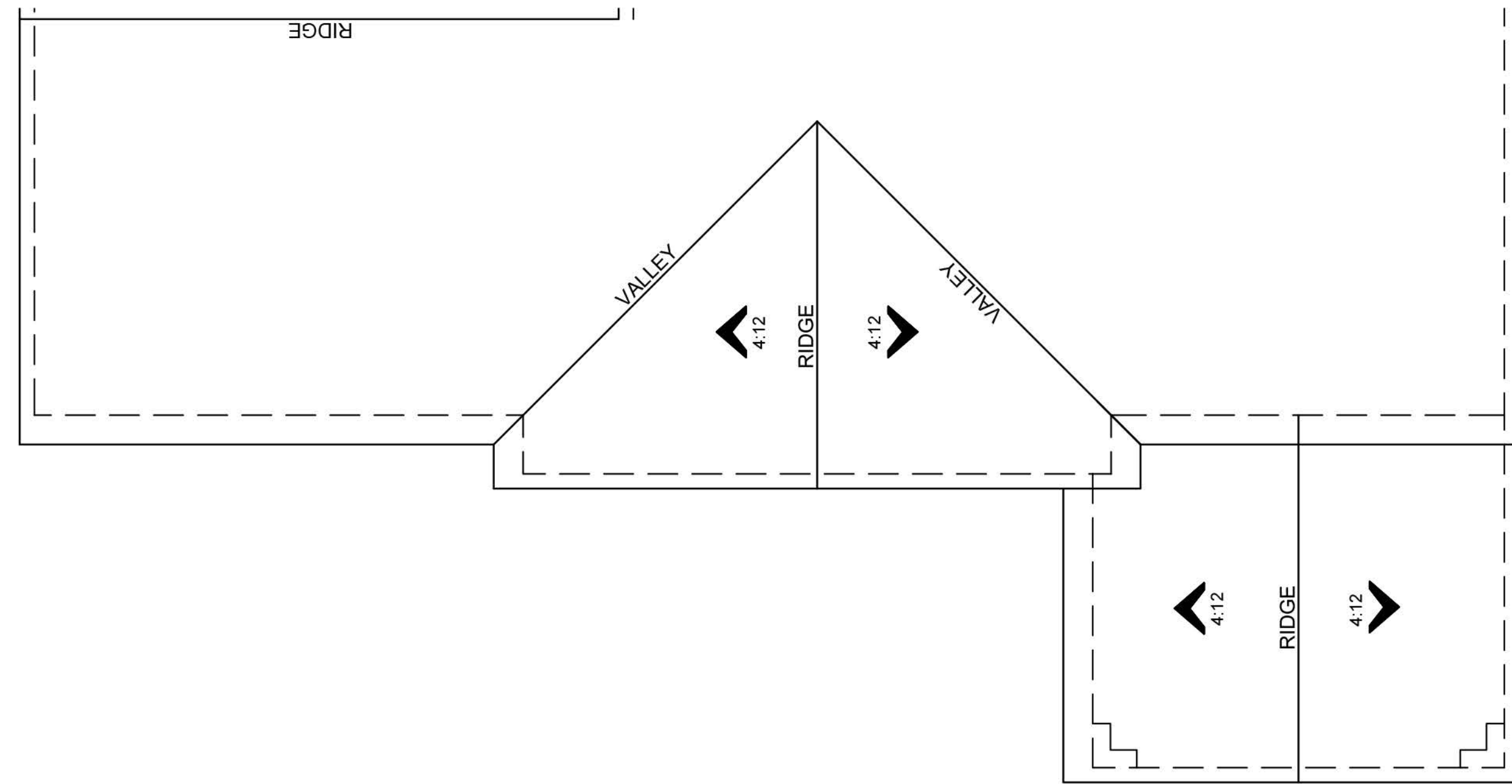
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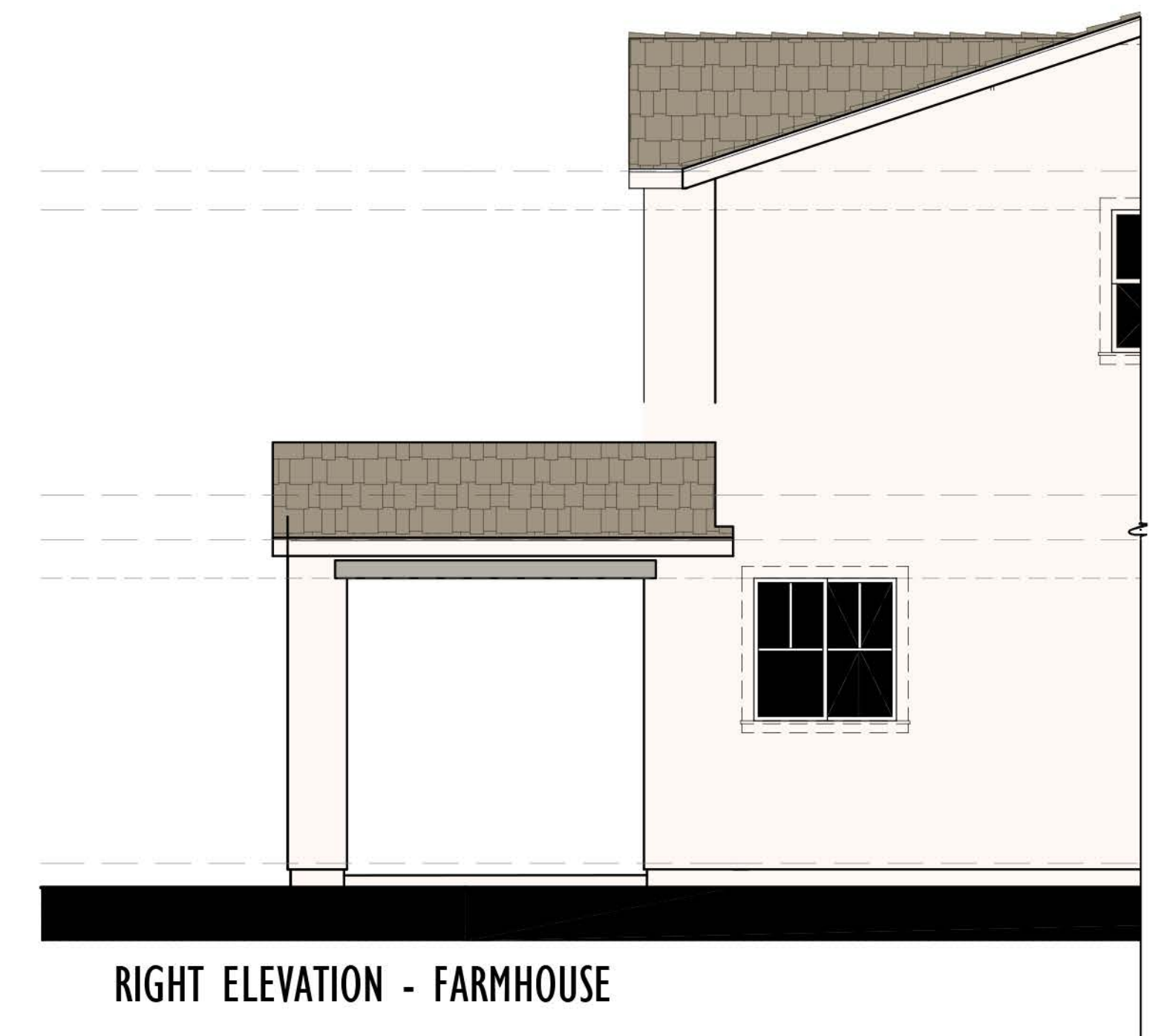
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LEFT ELEVATION - FARMHOUSE



REAR ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N399 - DILLON II  
COVERED PATIO OPTION



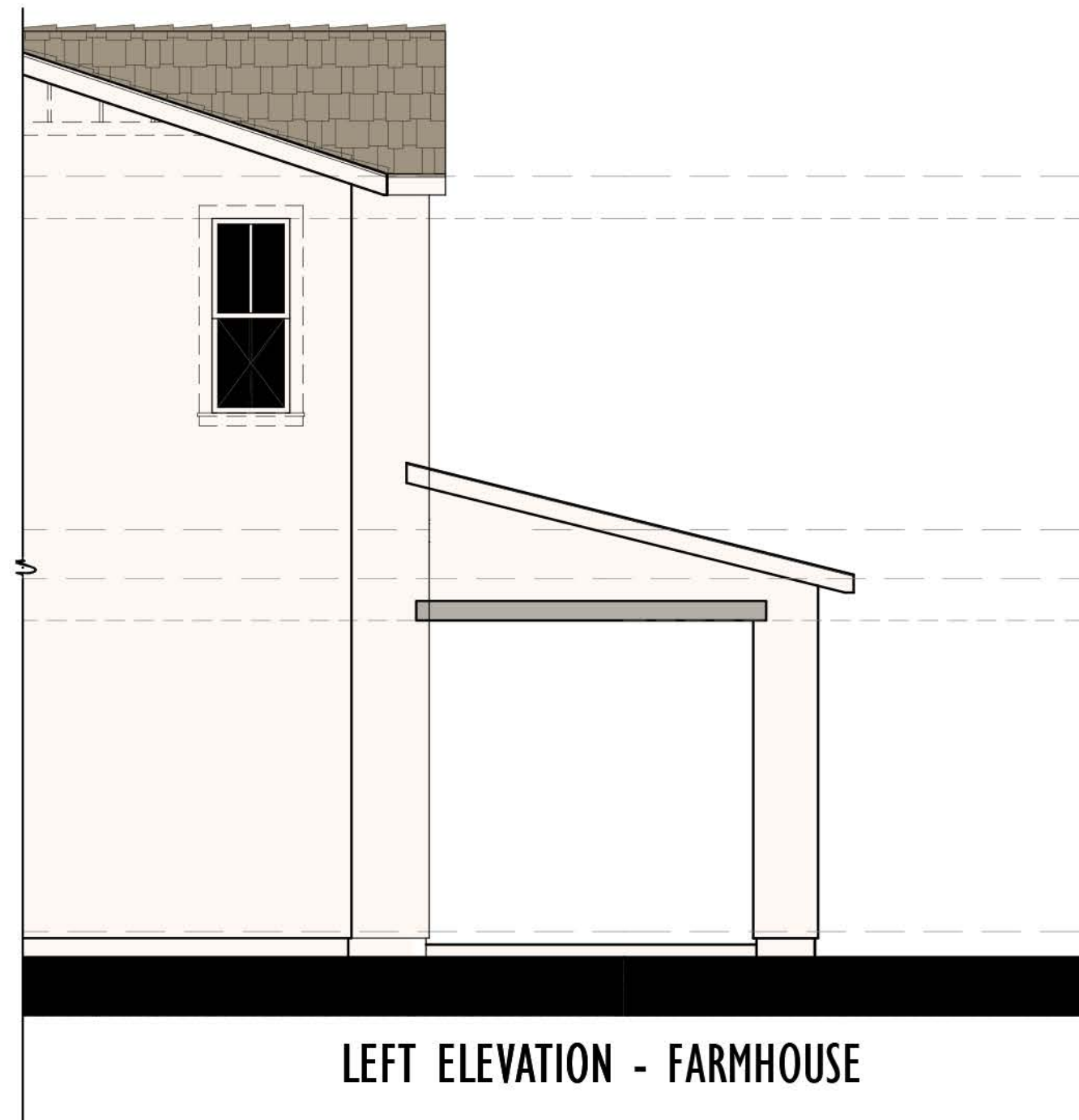
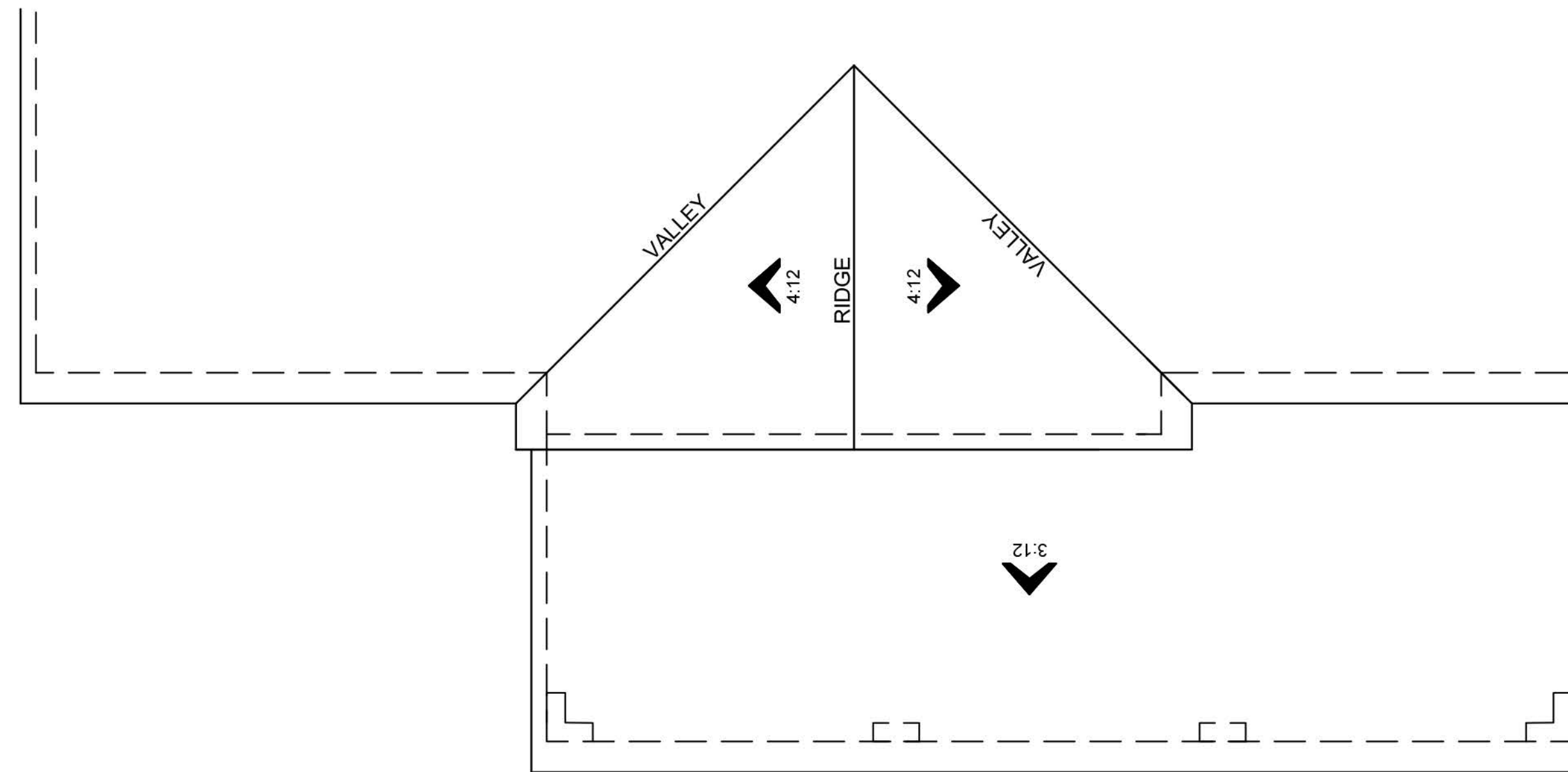
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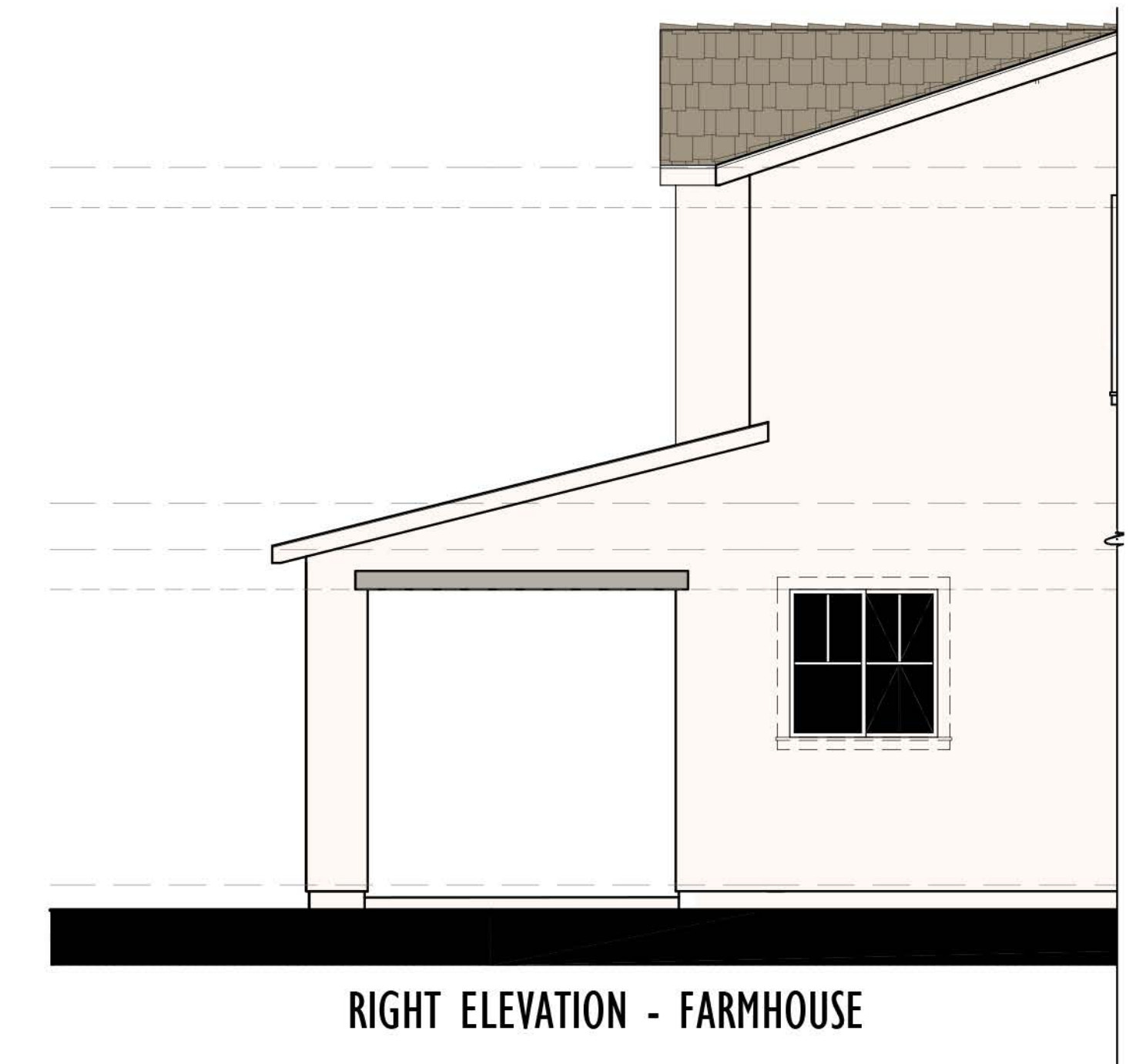
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LEFT ELEVATION - FARMHOUSE

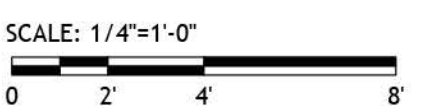


FRONT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N399 - DILLON II  
EXTENDED COVERED PATIO OPTION



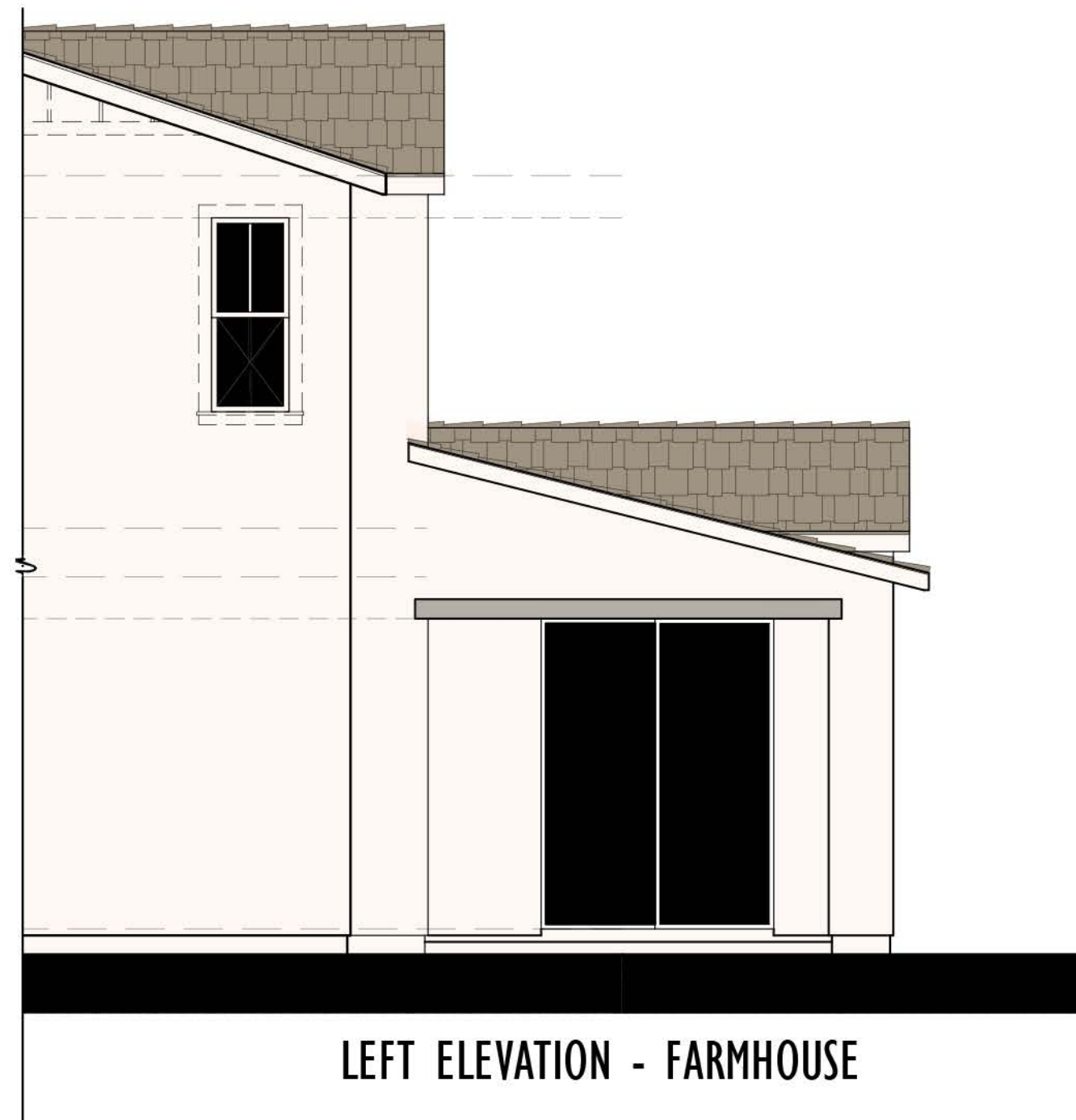
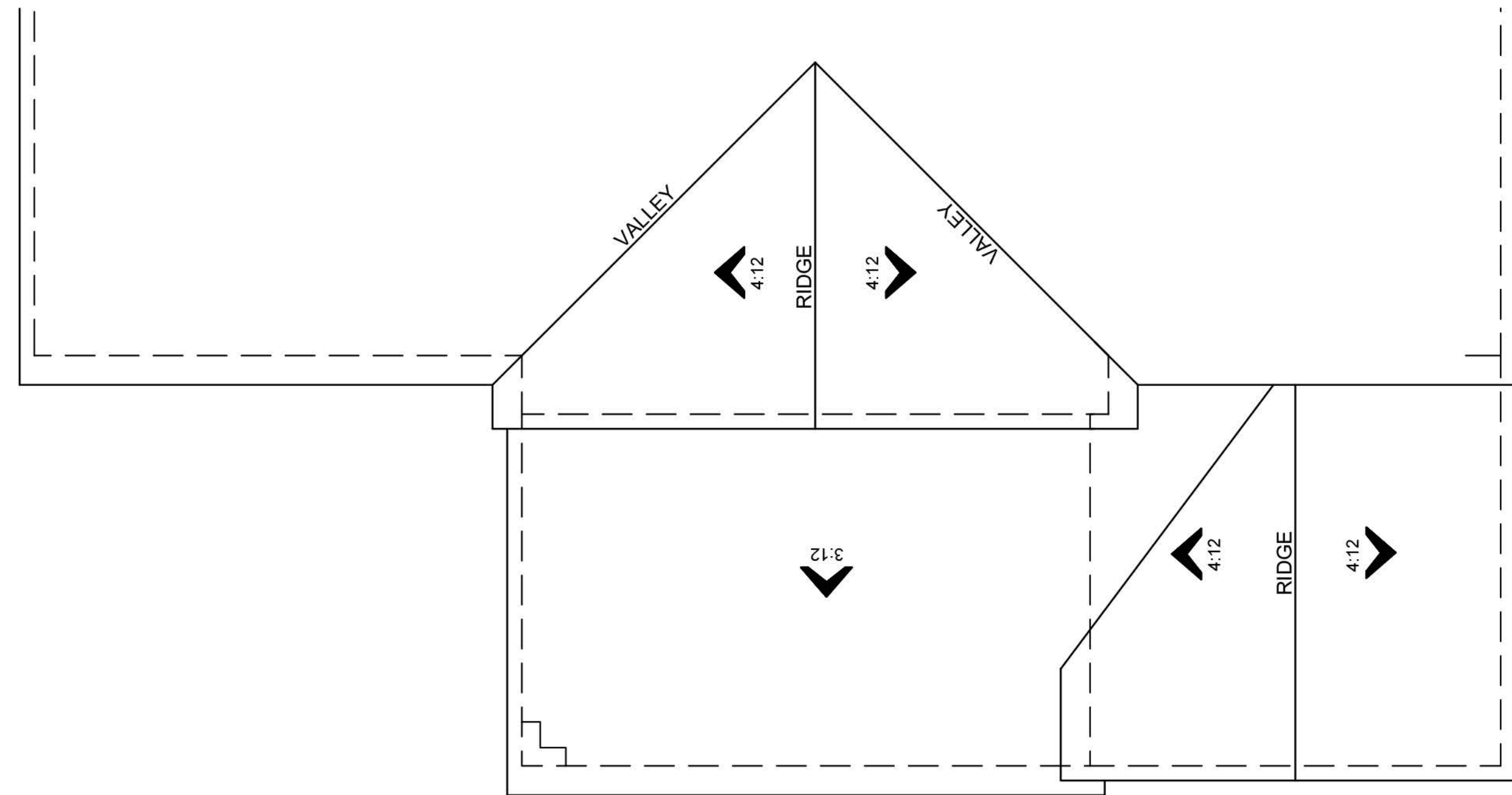
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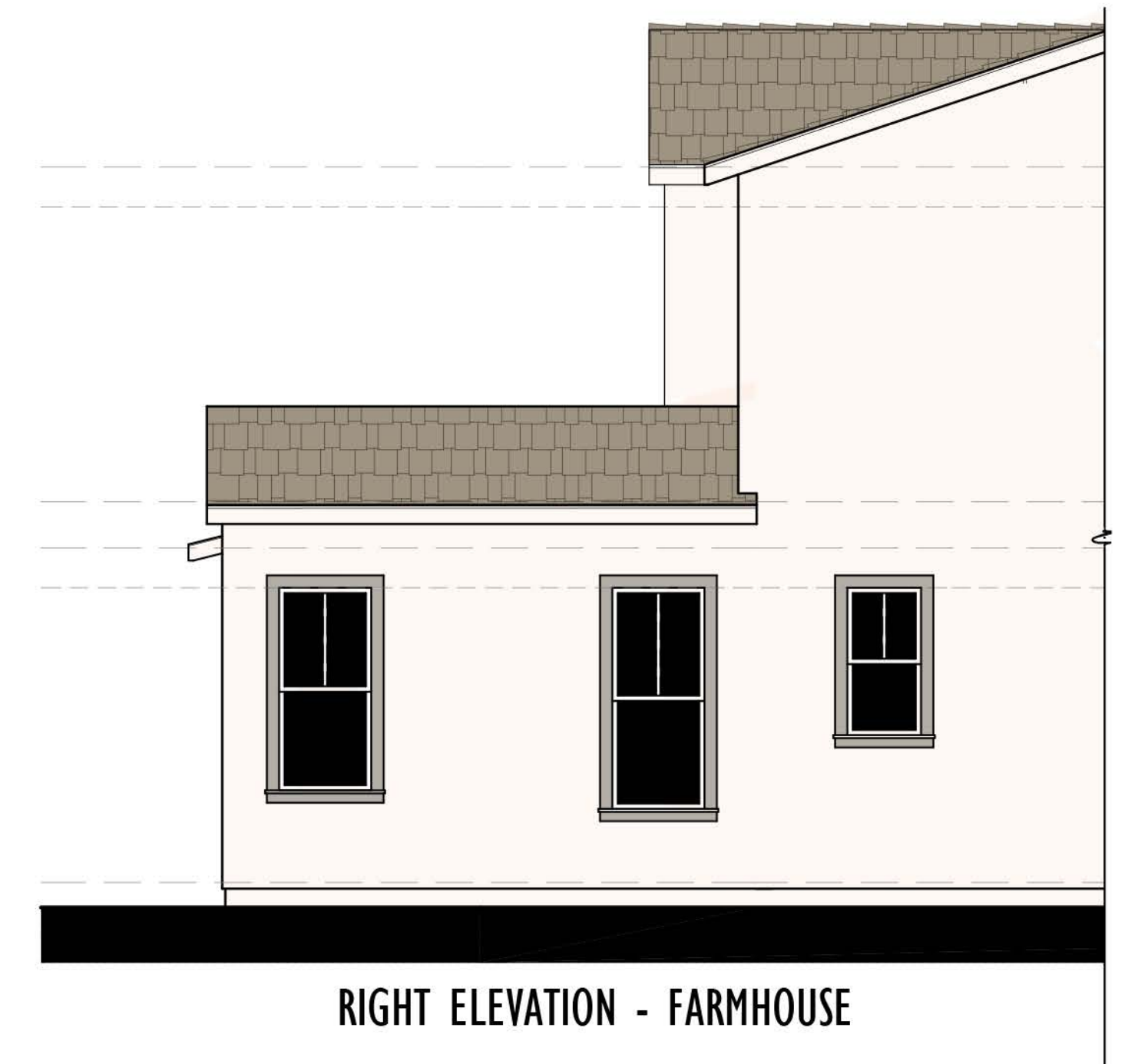
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LEFT ELEVATION - FARMHOUSE

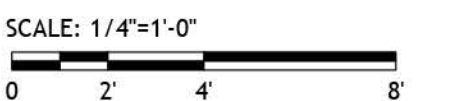


FRONT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N399 - DILLON II  
COVERED PATIO AT SUNROOM OPTION



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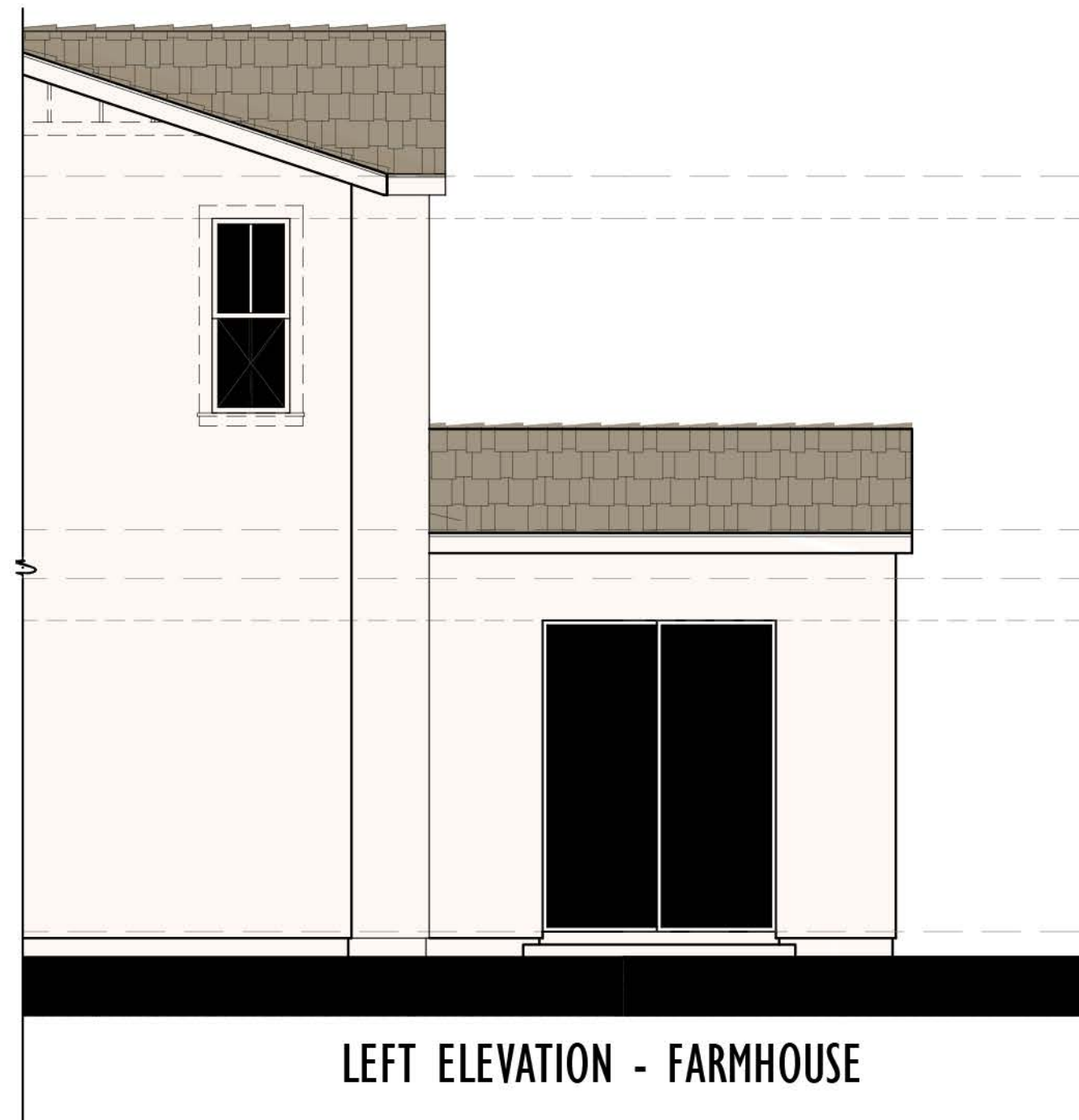
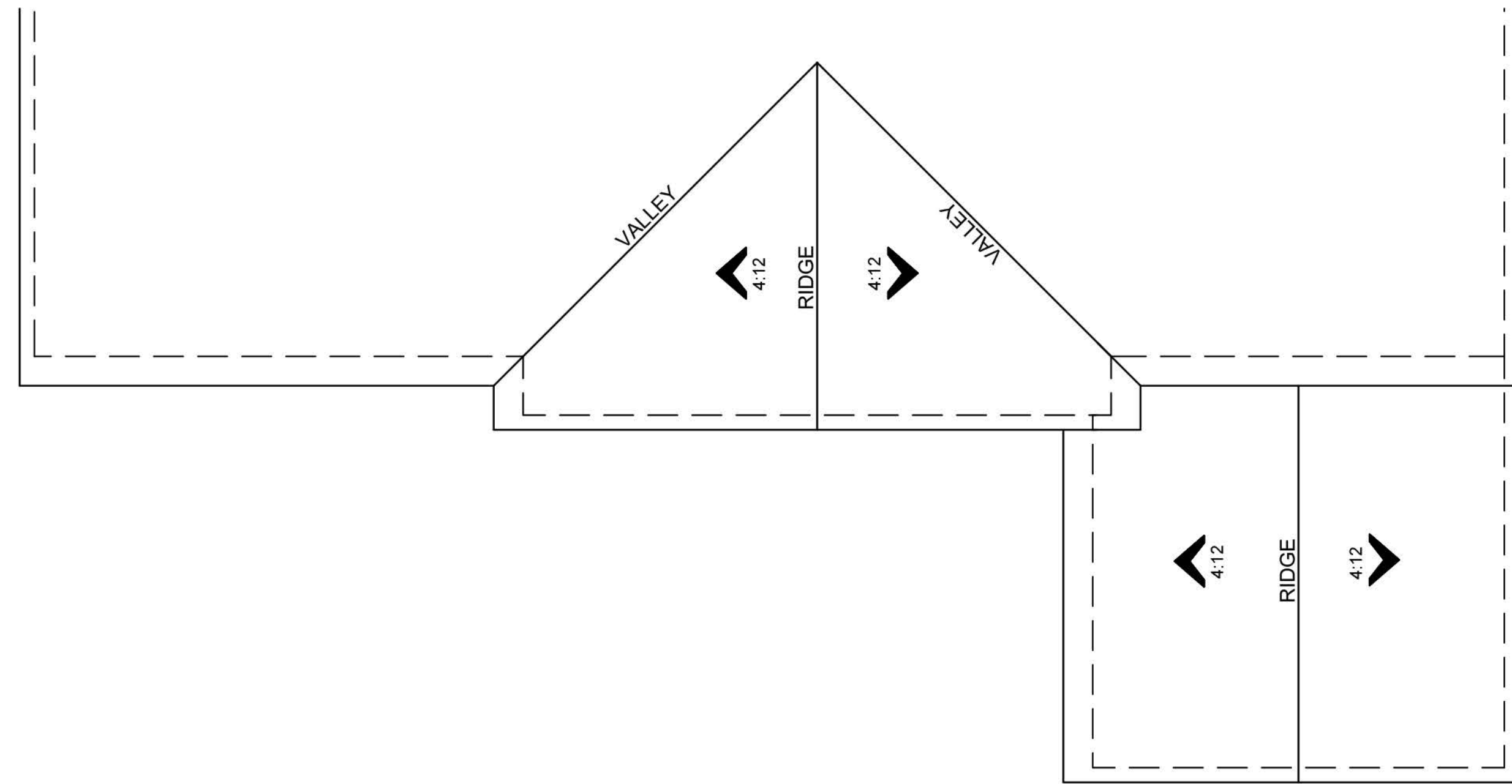
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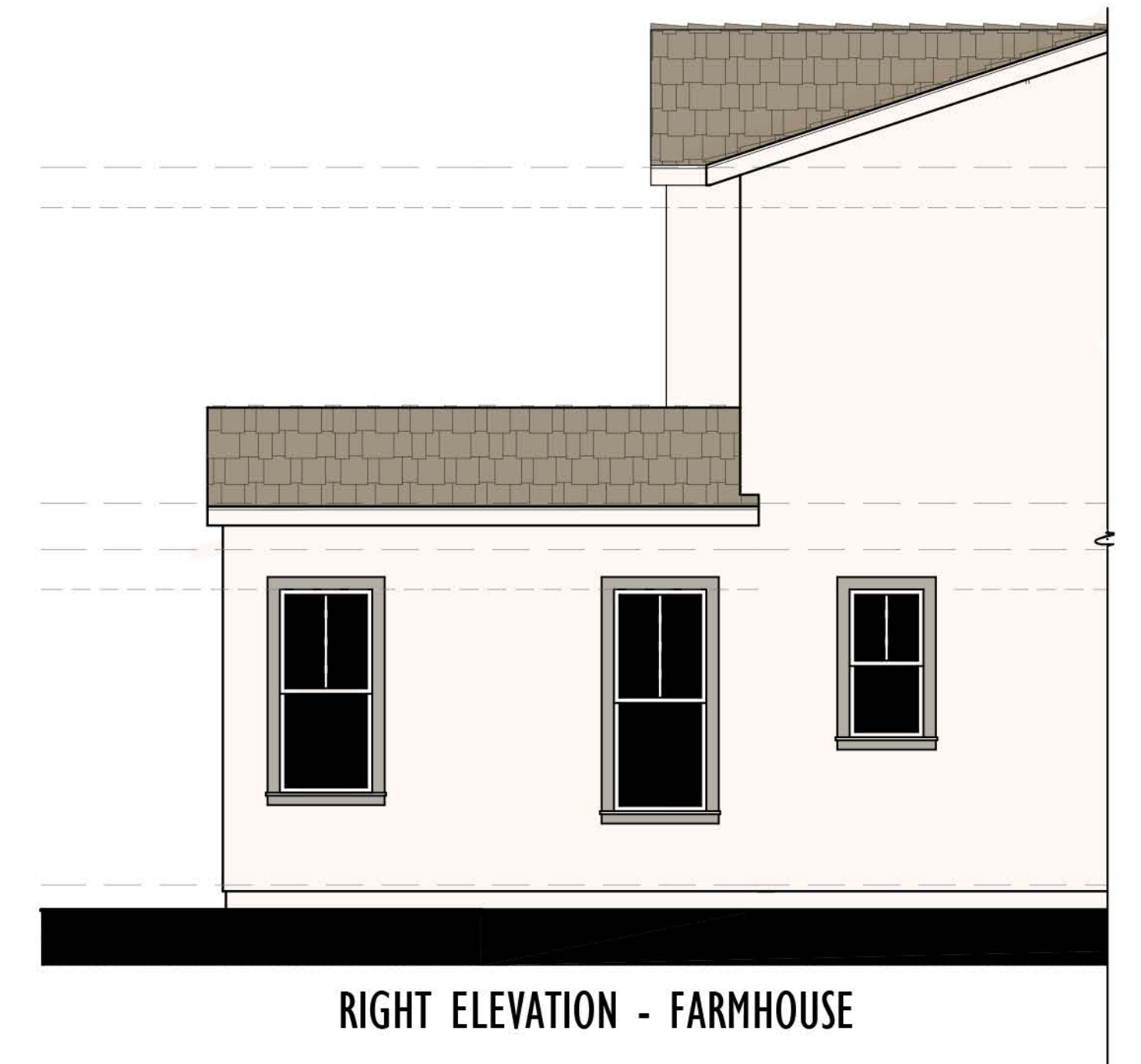




LEFT ELEVATION - FARMHOUSE

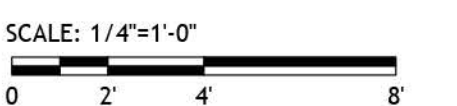


REAR ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N399 - DILLON II  
SUNROOM OPTION



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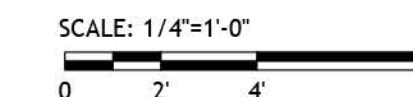
C FRONT ELEVATION - CRAFTSMAN



C REAR ELEVATION - CRAFTSMAN

N399 - DILLON II  
FRONT & REAR ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



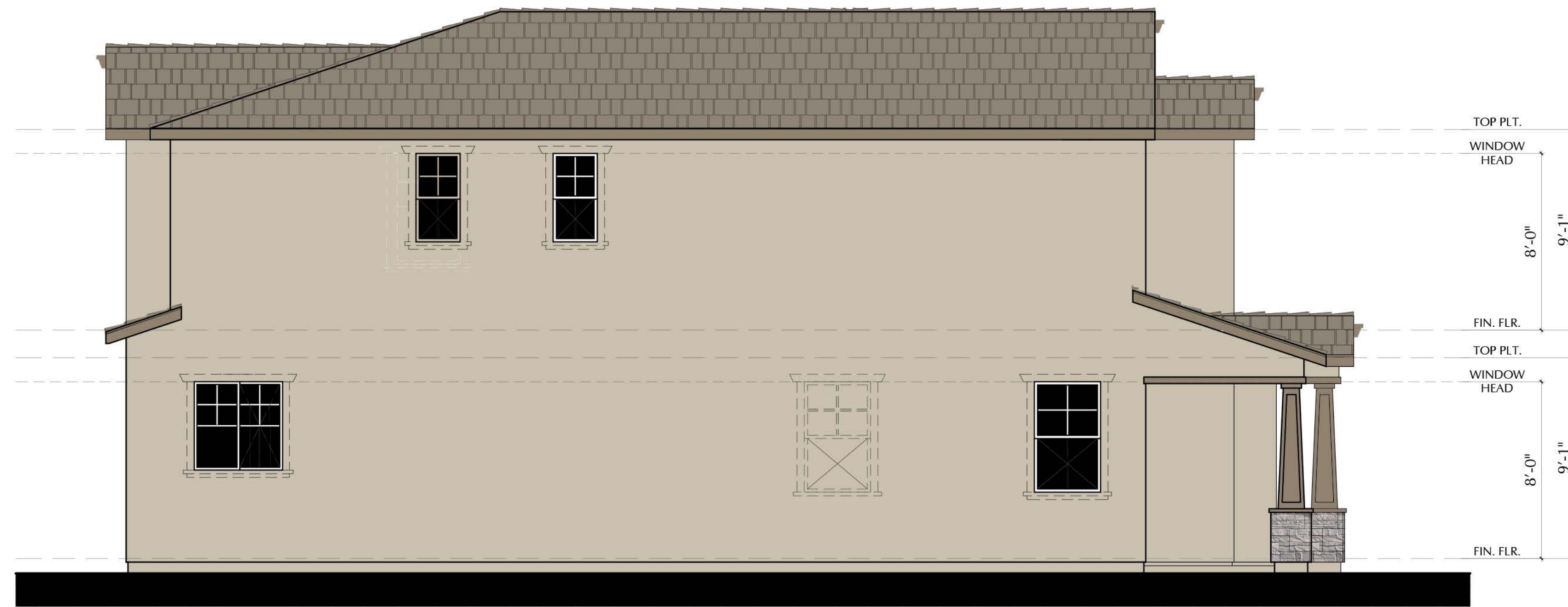
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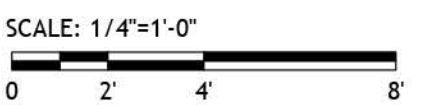
C LEFT ELEVATION - CRAFTSMAN



C RIGHT ELEVATION - CRAFTSMAN

N399 - DILLON II  
SIDE ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



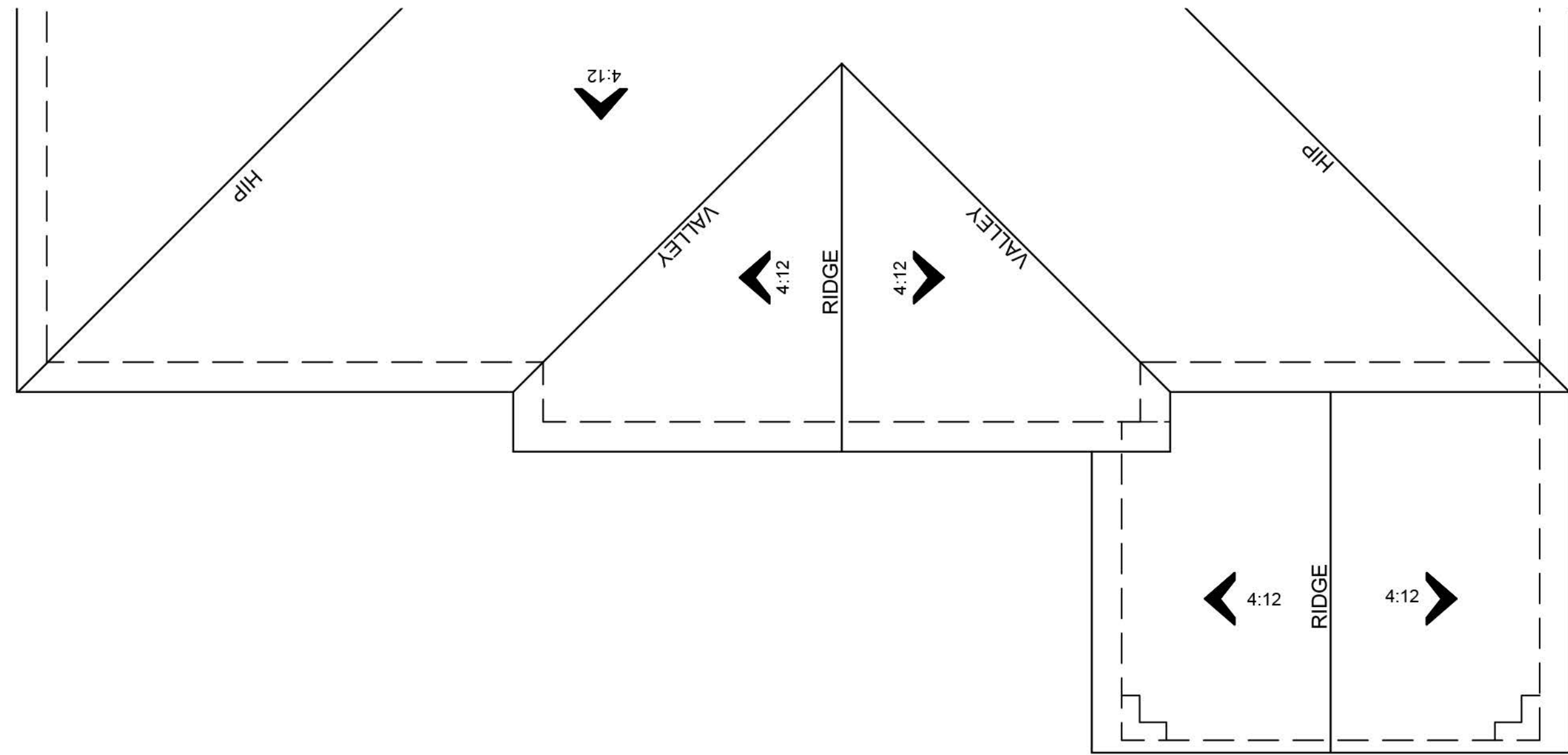
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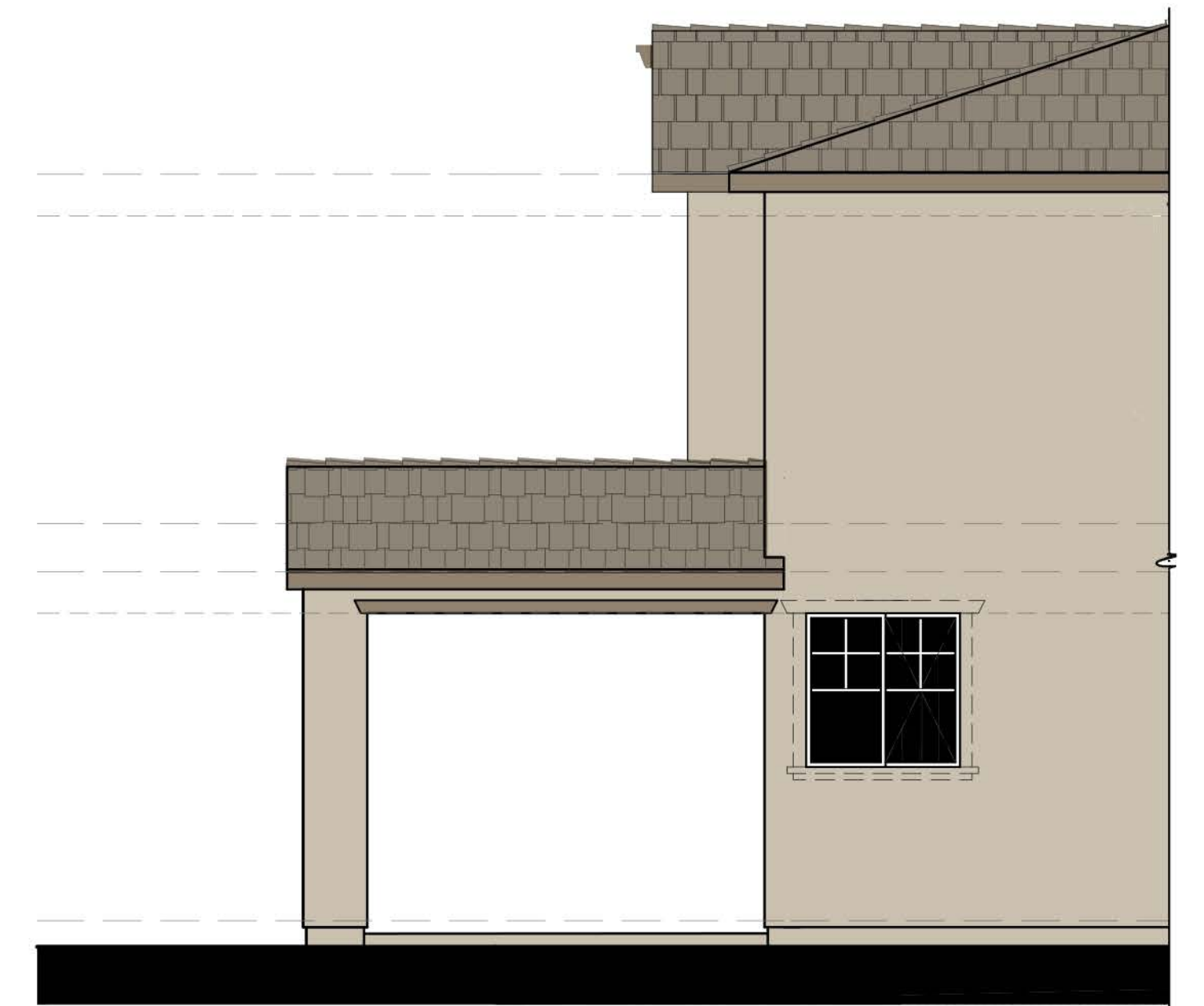
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LEFT ELEVATION - CRAFTSMAN



REAR ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N399 - DILLON II  
PATIO OPTION - ELEVATION C

SCALE: 1/4"=1'-0"  
0 2' 4' 8'



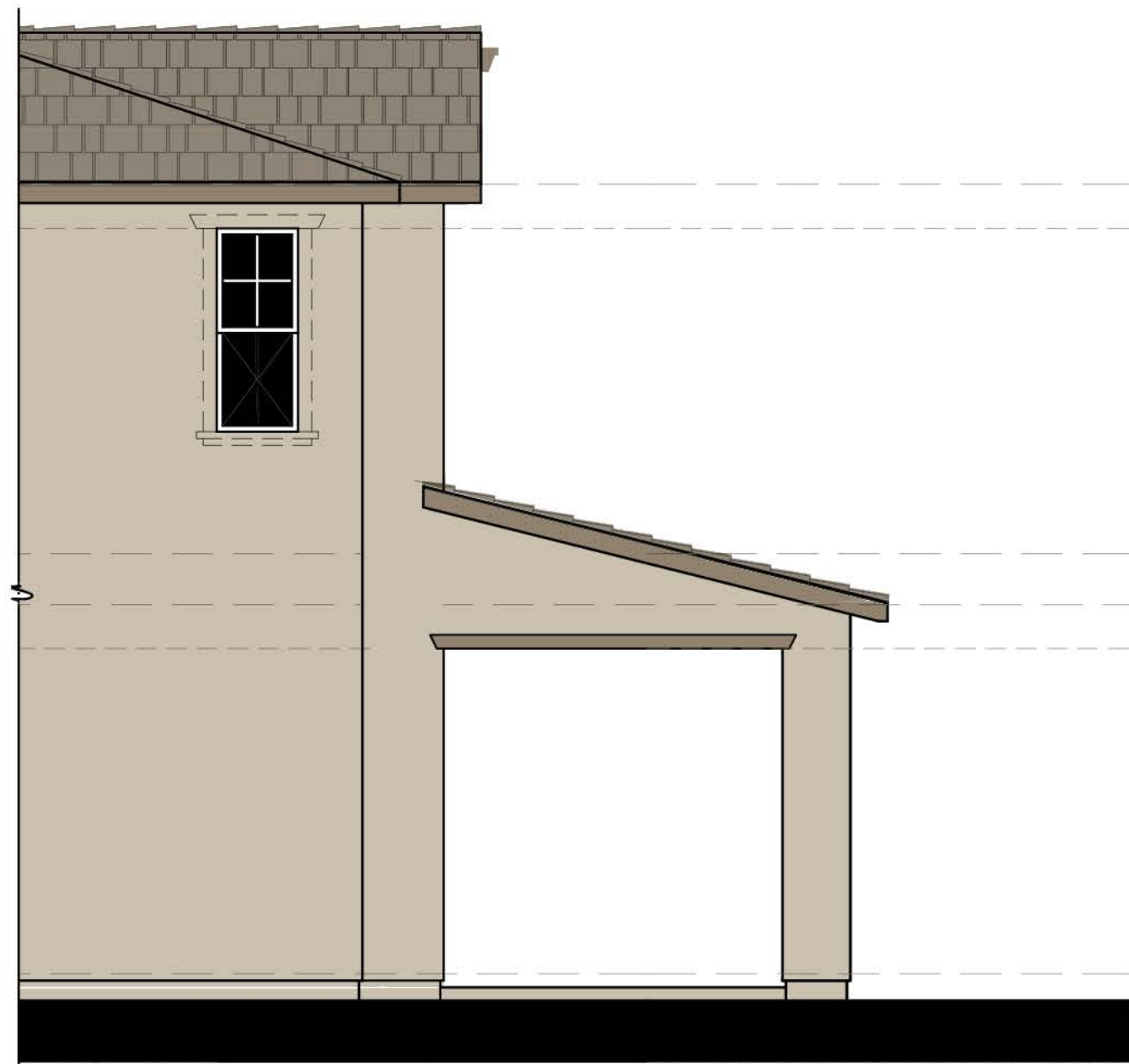
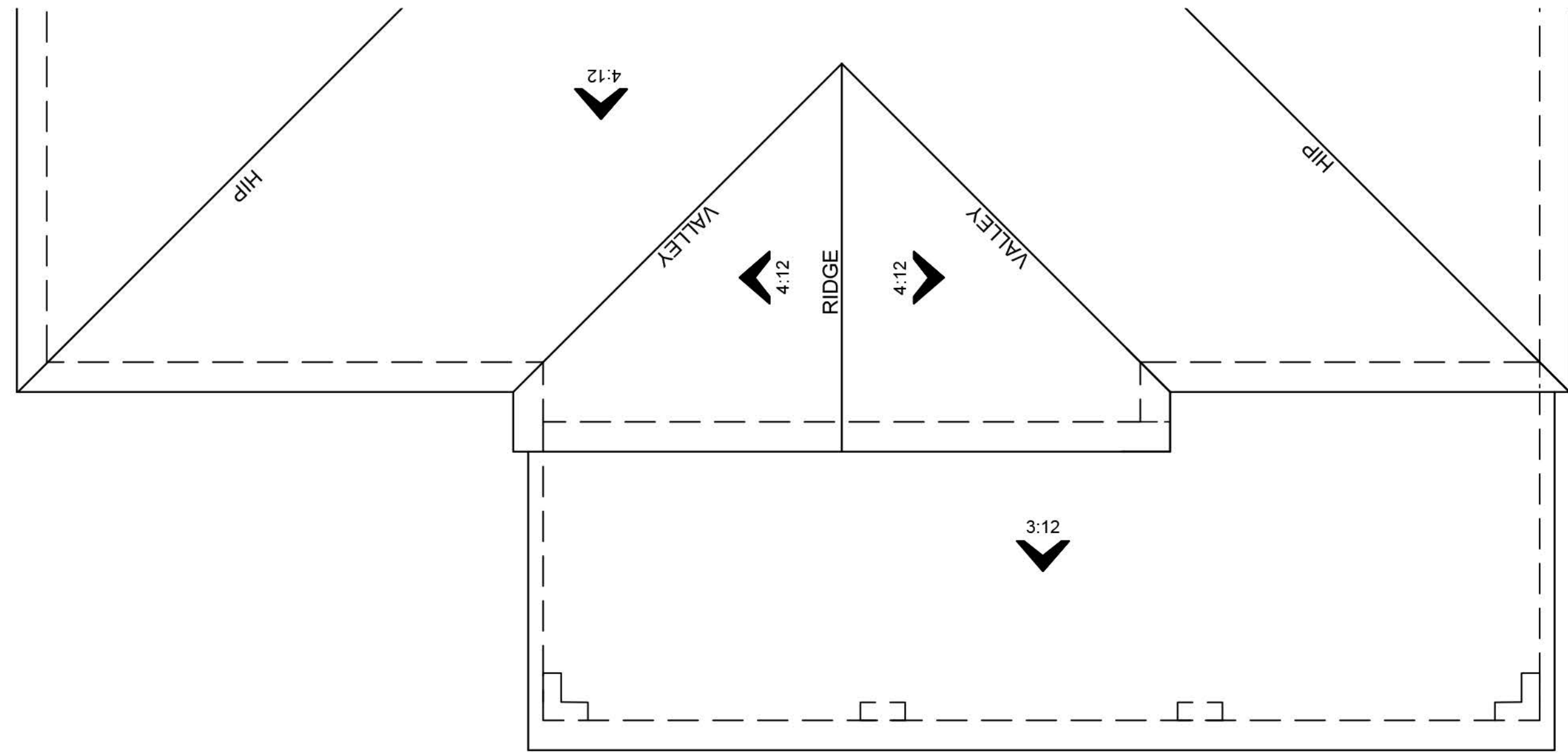
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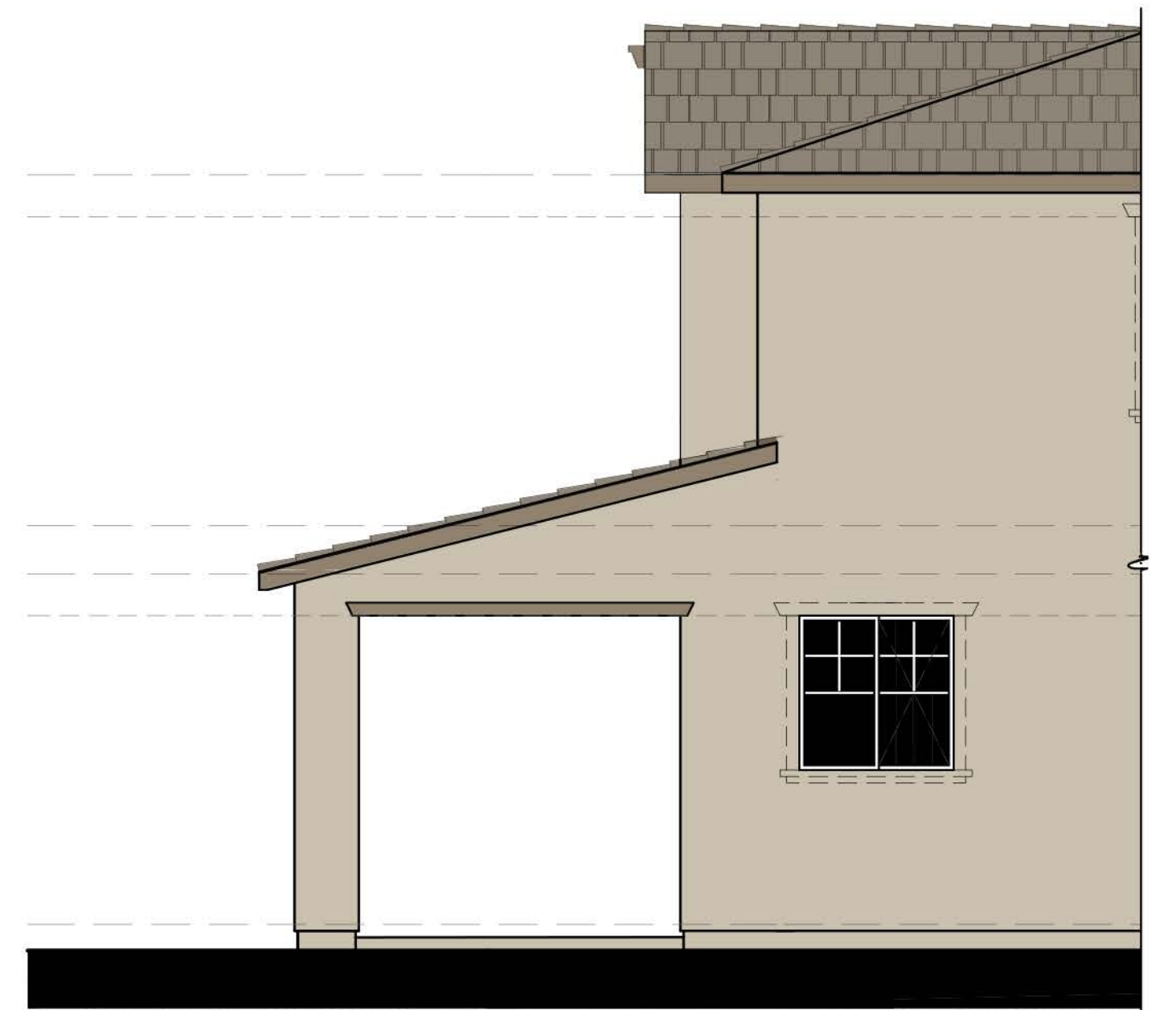
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LEFT ELEVATION - CRAFTSMAN

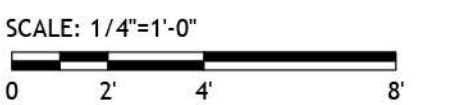


FRONT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N399 - DILLON II  
EXTENDED COVERED PATIO OPTION



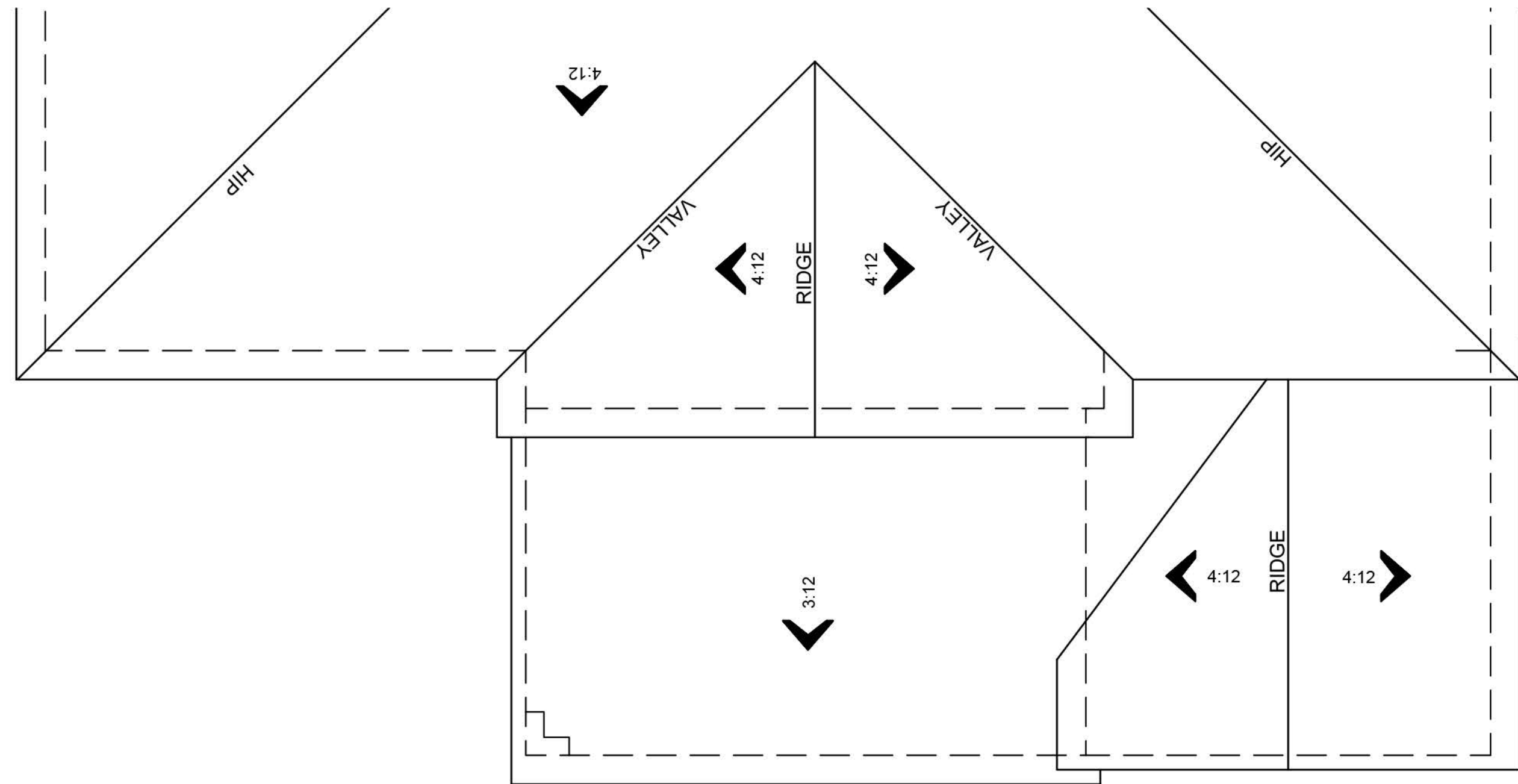
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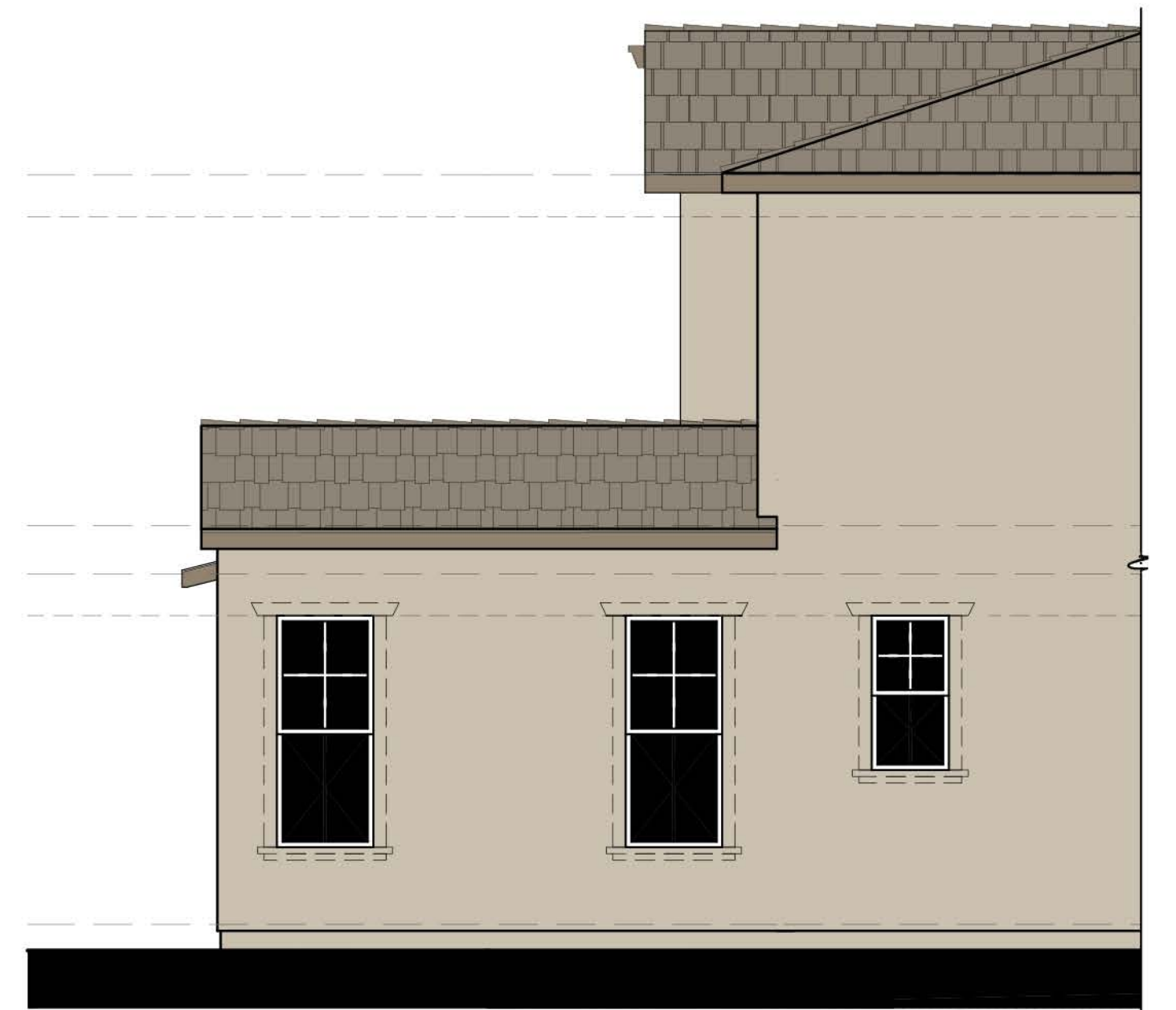
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LEFT ELEVATION - CRAFTSMAN



FRONT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N399 - DILLON II  
COVERED PATIO AT SUNROOM OPTION

SCALE: 1/4"=1'-0"  
0 2' 4' 8'



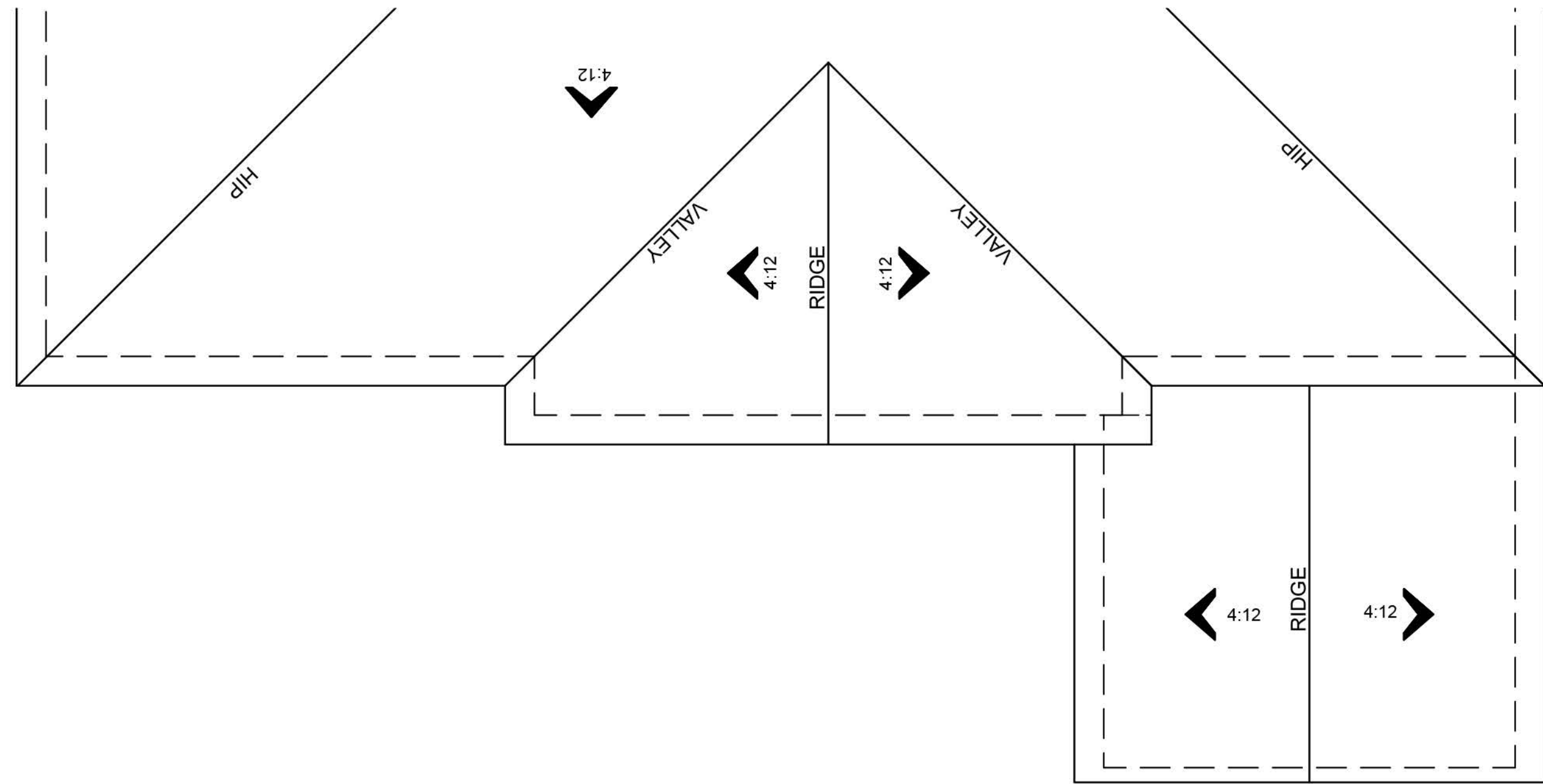
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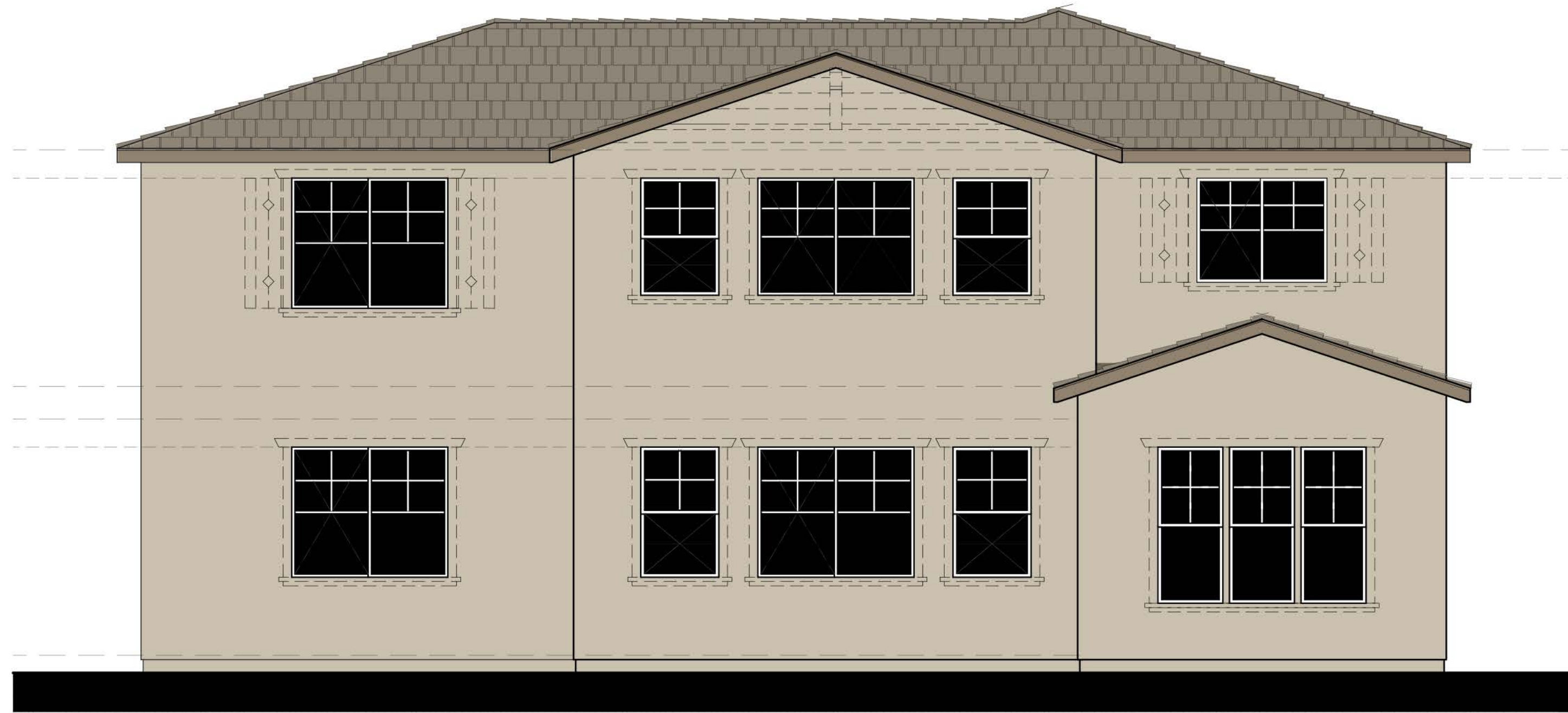
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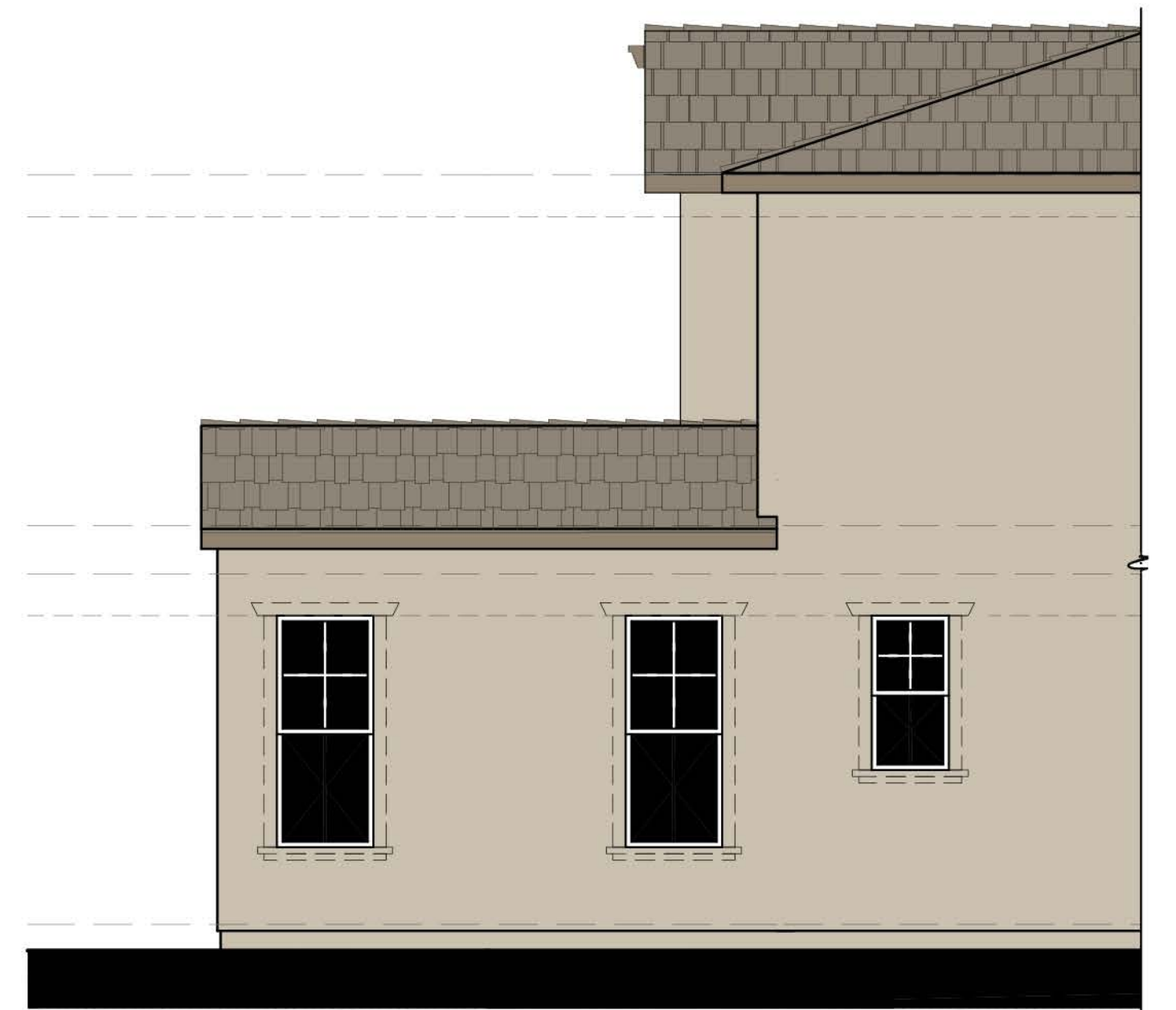
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LEFT ELEVATION - CRAFTSMAN

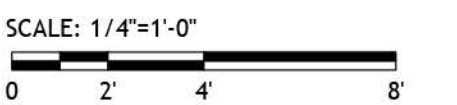


REAR ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N399 - DILLON II  
SUNROOM OPTION



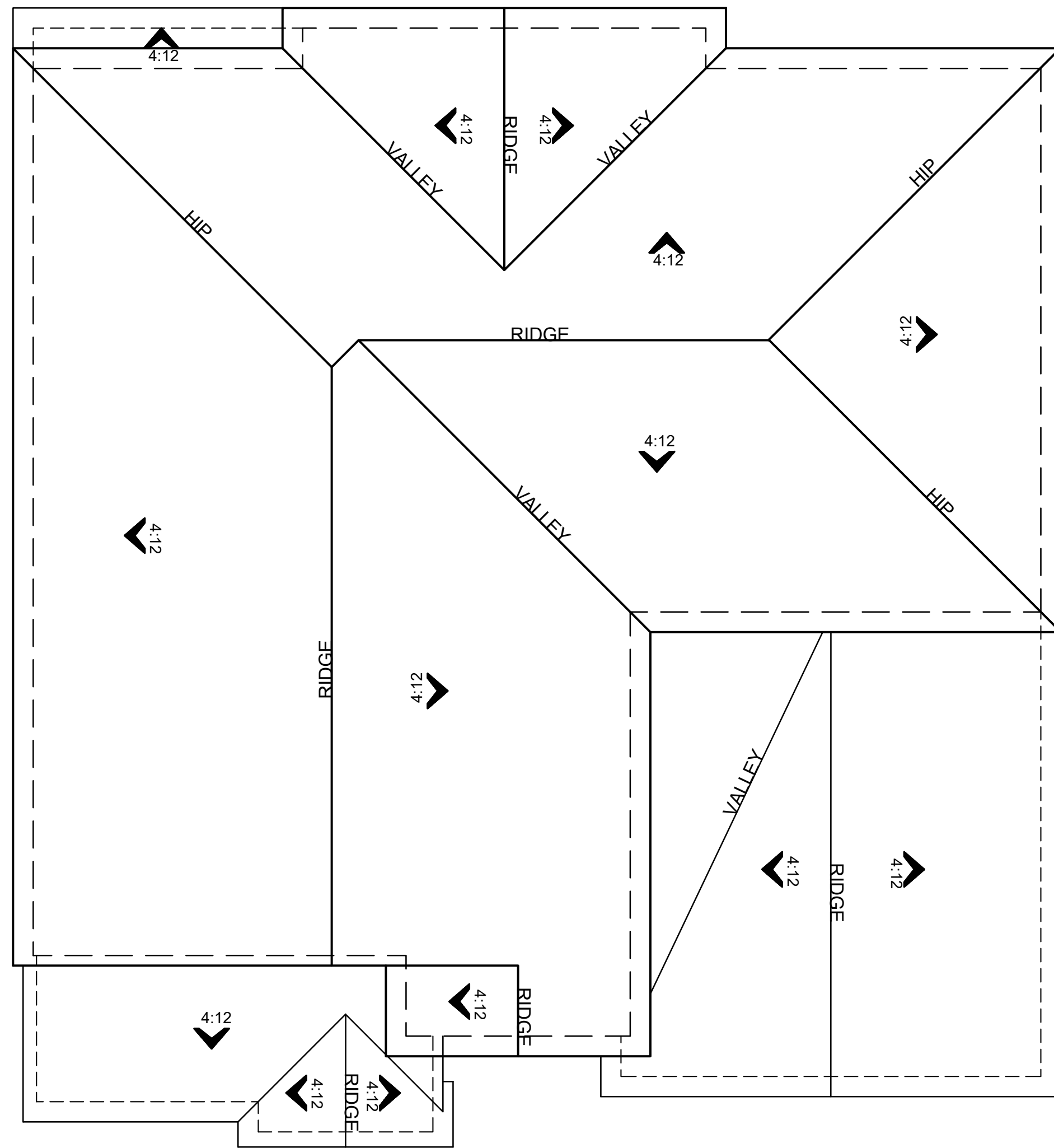
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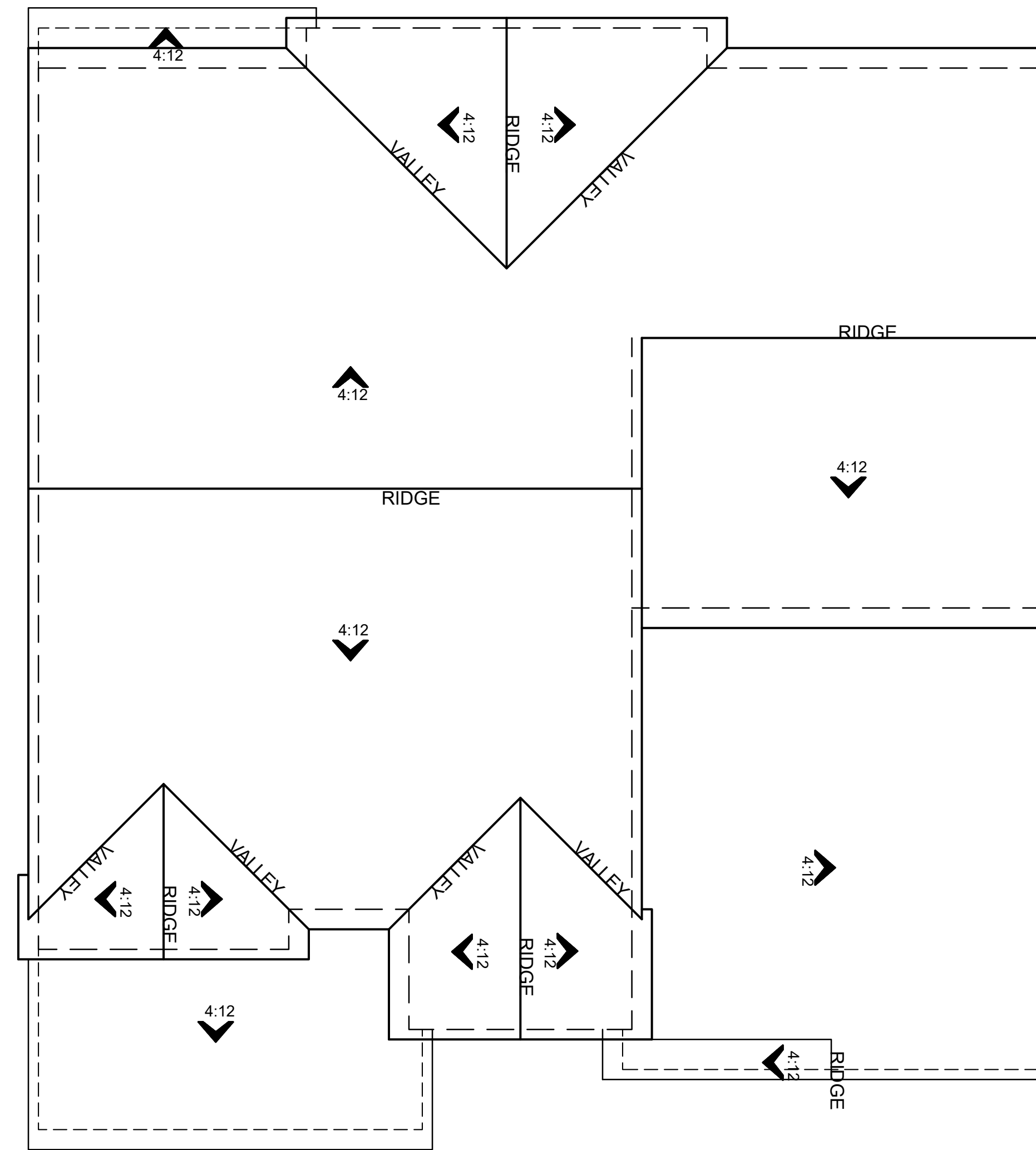
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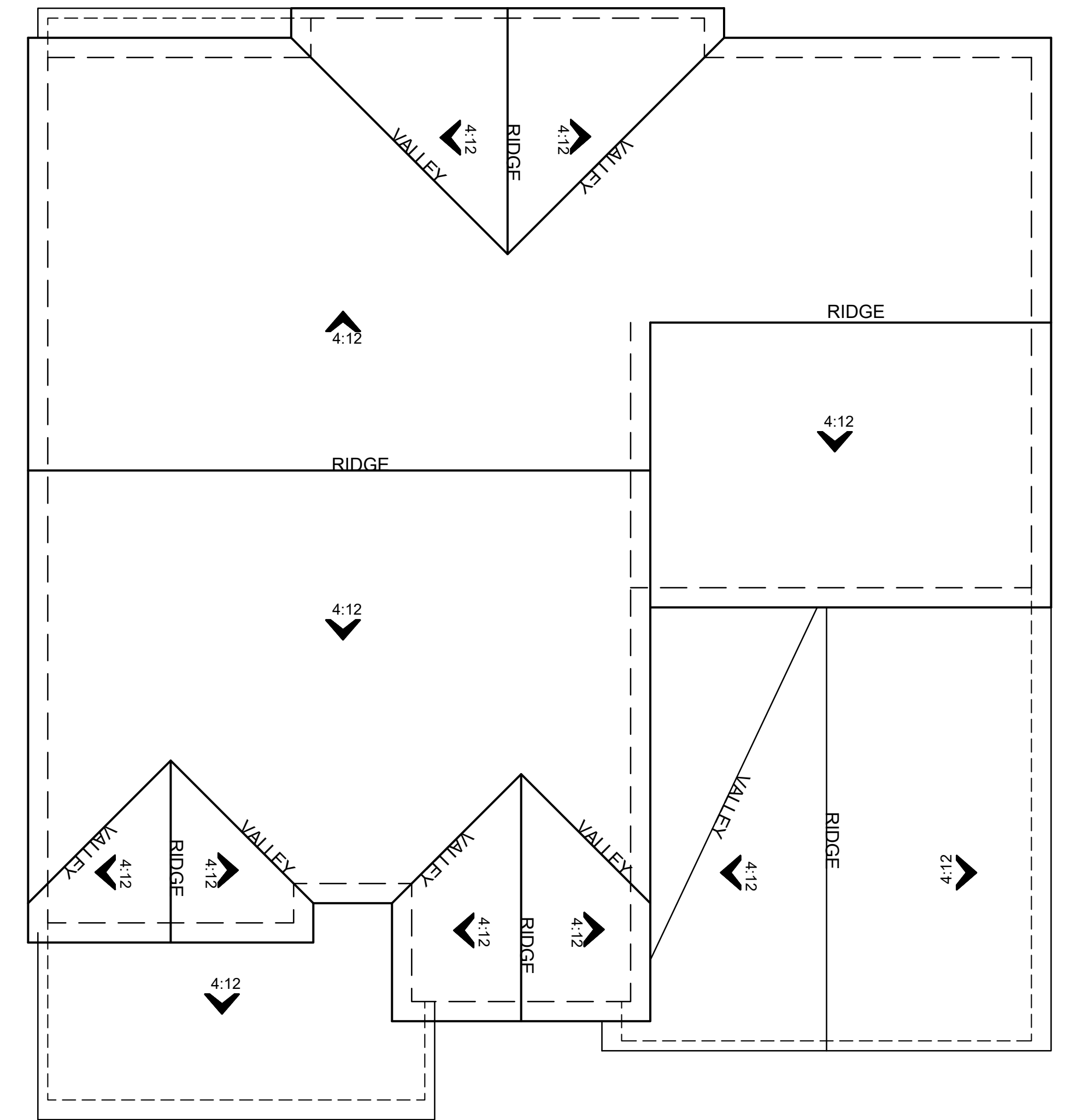
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CRAFTSMAN - C



FARMHOUSE - B



MONTEREY - A

N399 - DILLON II  
ROOF PLANS

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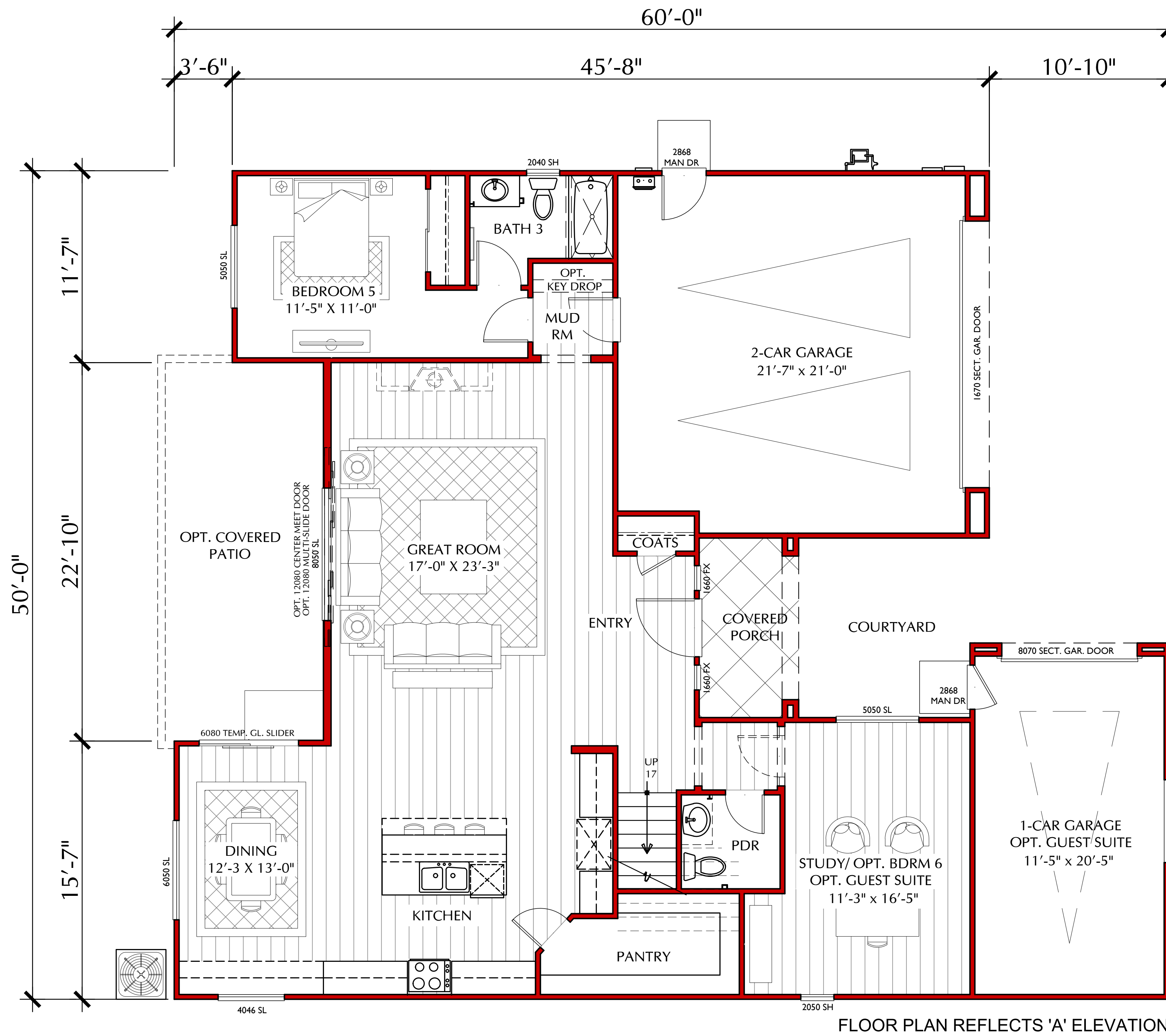


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N697 - PERRY  
 5 BEDROOMS / 3.5 BATHS / STUDY / LOFT  
 3 CAR GARAGE

AREA TABULATION	
FIRST FLOOR	1,519 S.F.
SECOND FLOOR	1,826 S.F.
TOTAL	3,345 S.F.

COVERED ENTRY	32 S.F.
GARAGE (2 CAR)	470 S.F.
GARAGE (1 CAR)	247 S.F.

FLOOR PLAN REFLECTS 'A' ELEVATION

## FIRST FLOOR

## N697 PERRY

SCALE: 1/4"=1'-0"  
 0 2 4 8



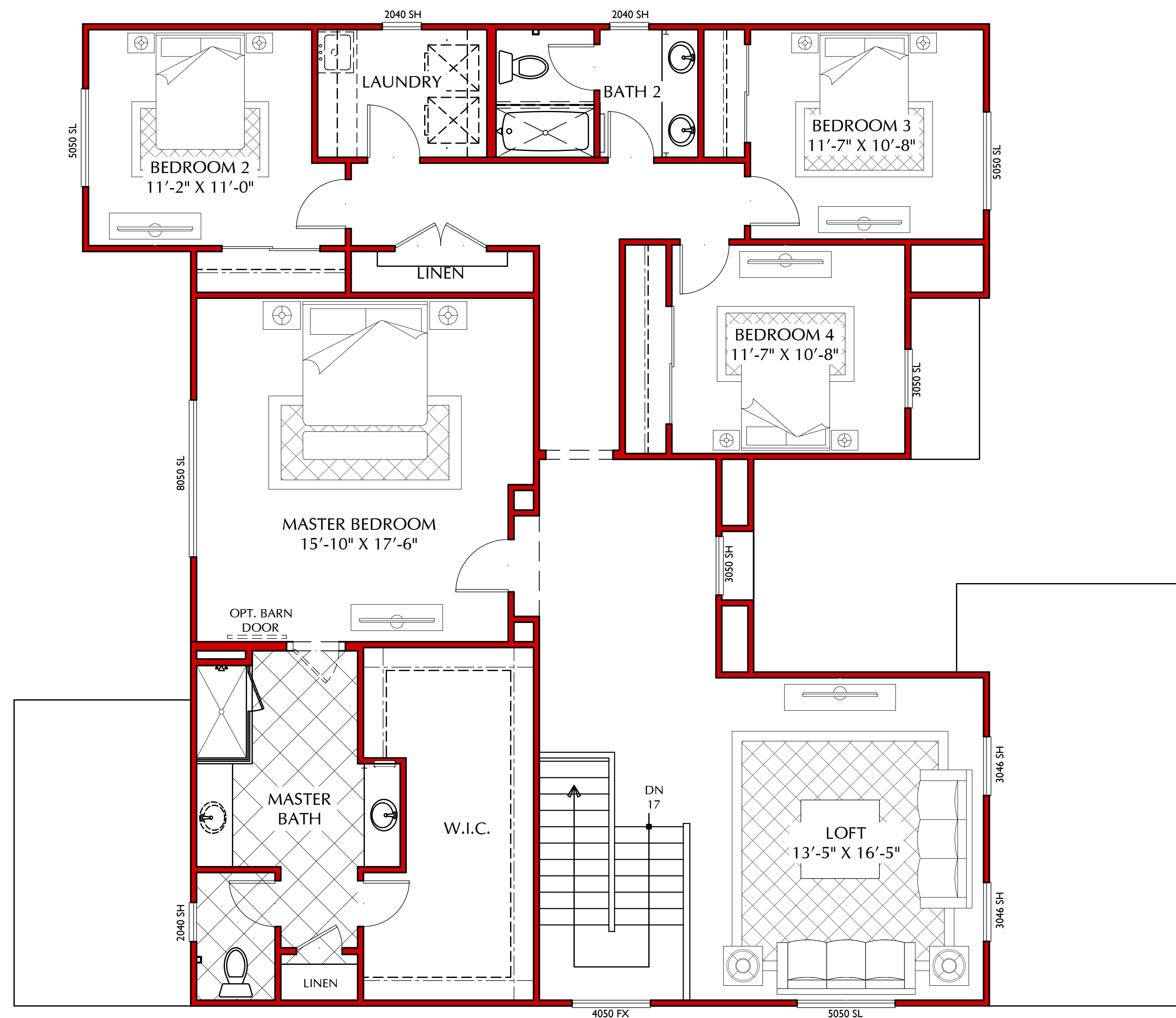
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SECOND FLOOR

N697 PERRY

SCALE: 1/4"=1'-0"  
 0 2' 4' 8'



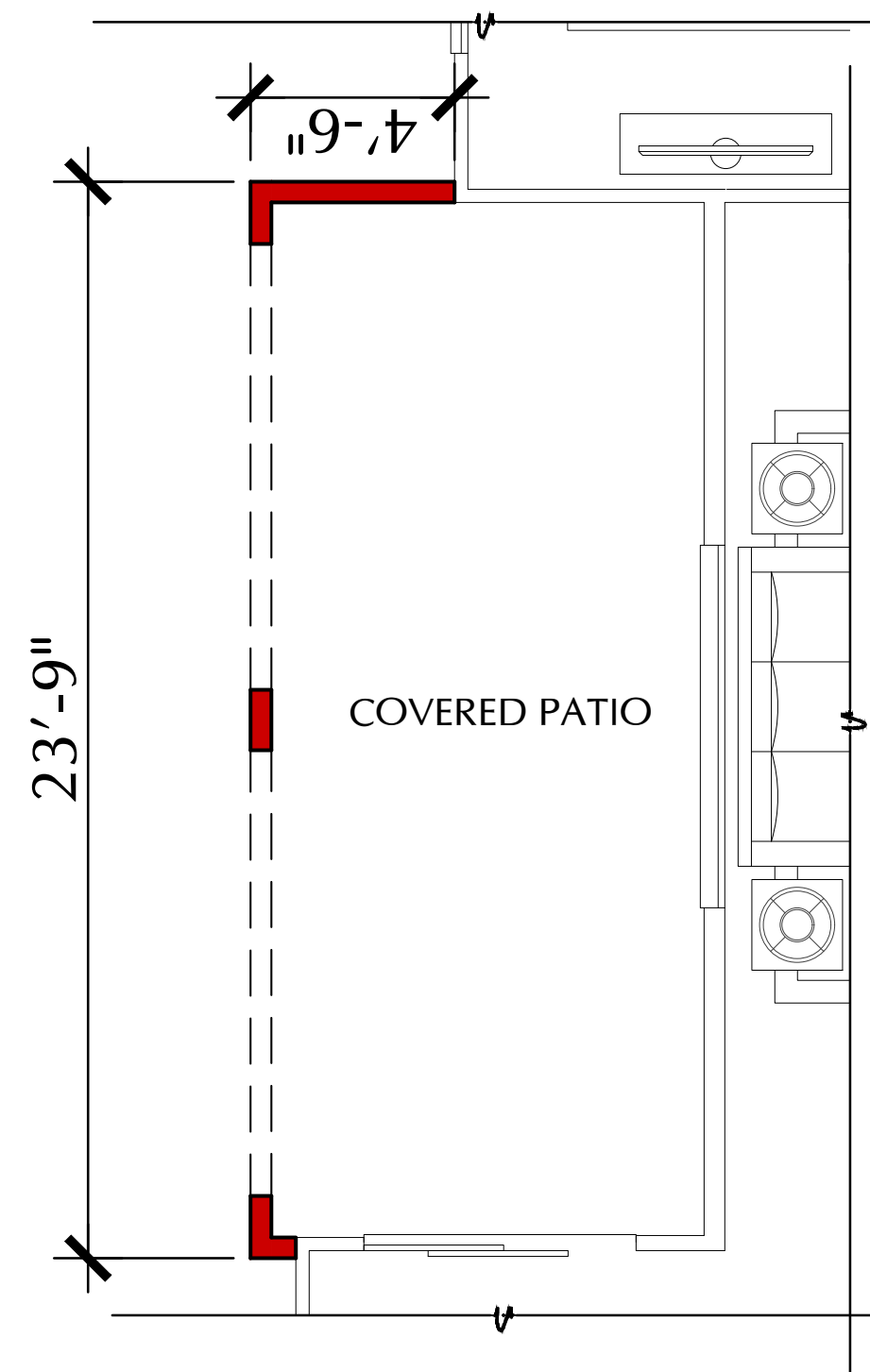
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 FOLSOM, CALIFORNIA

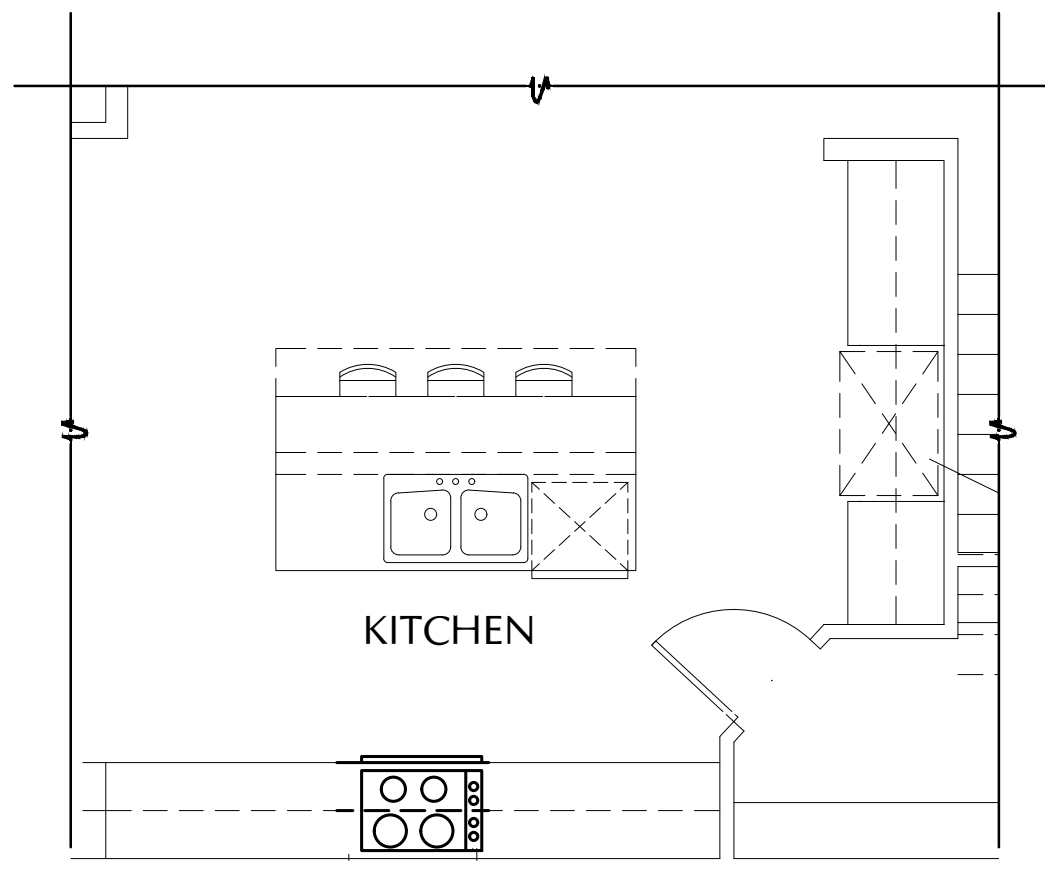
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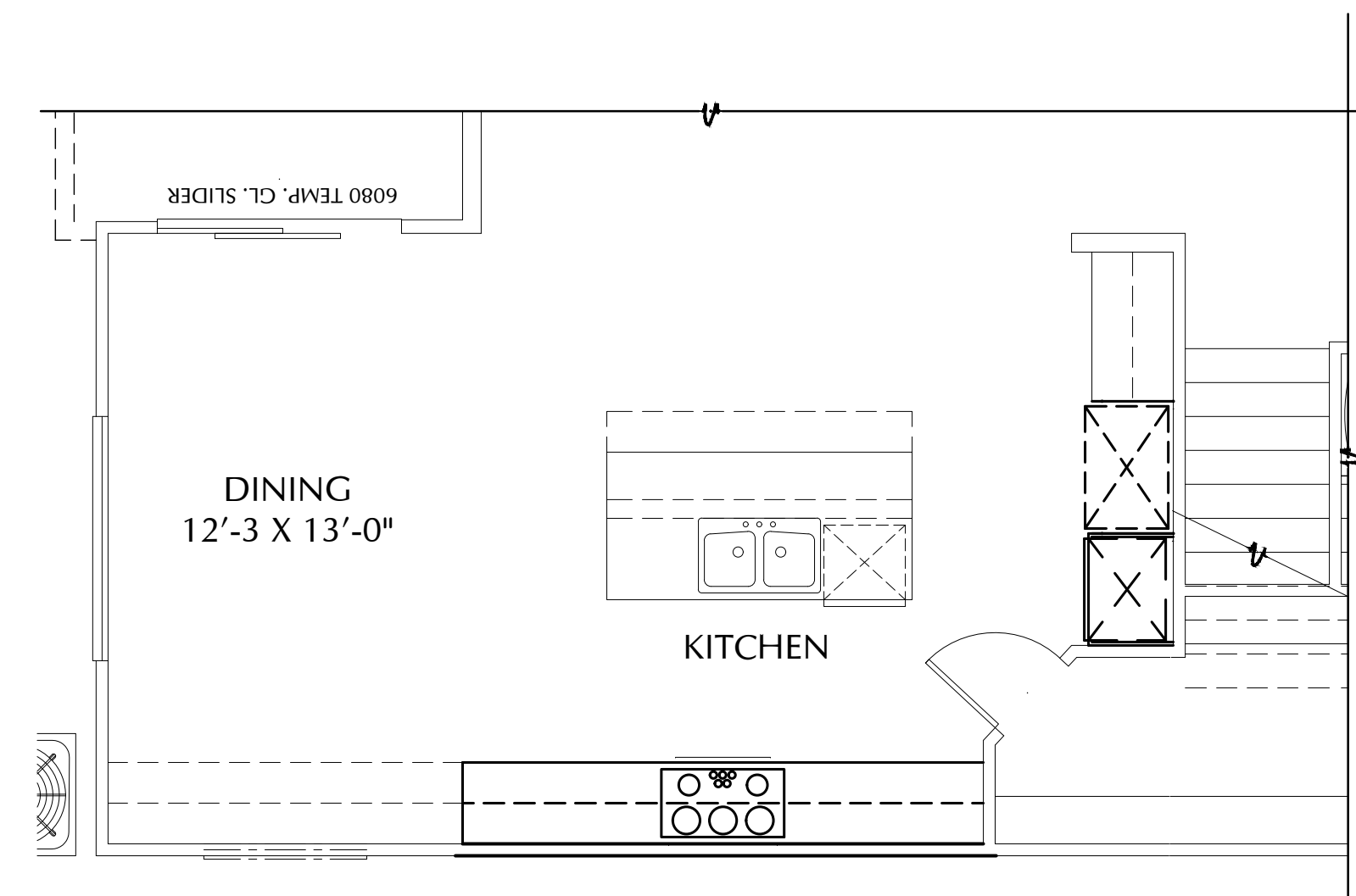
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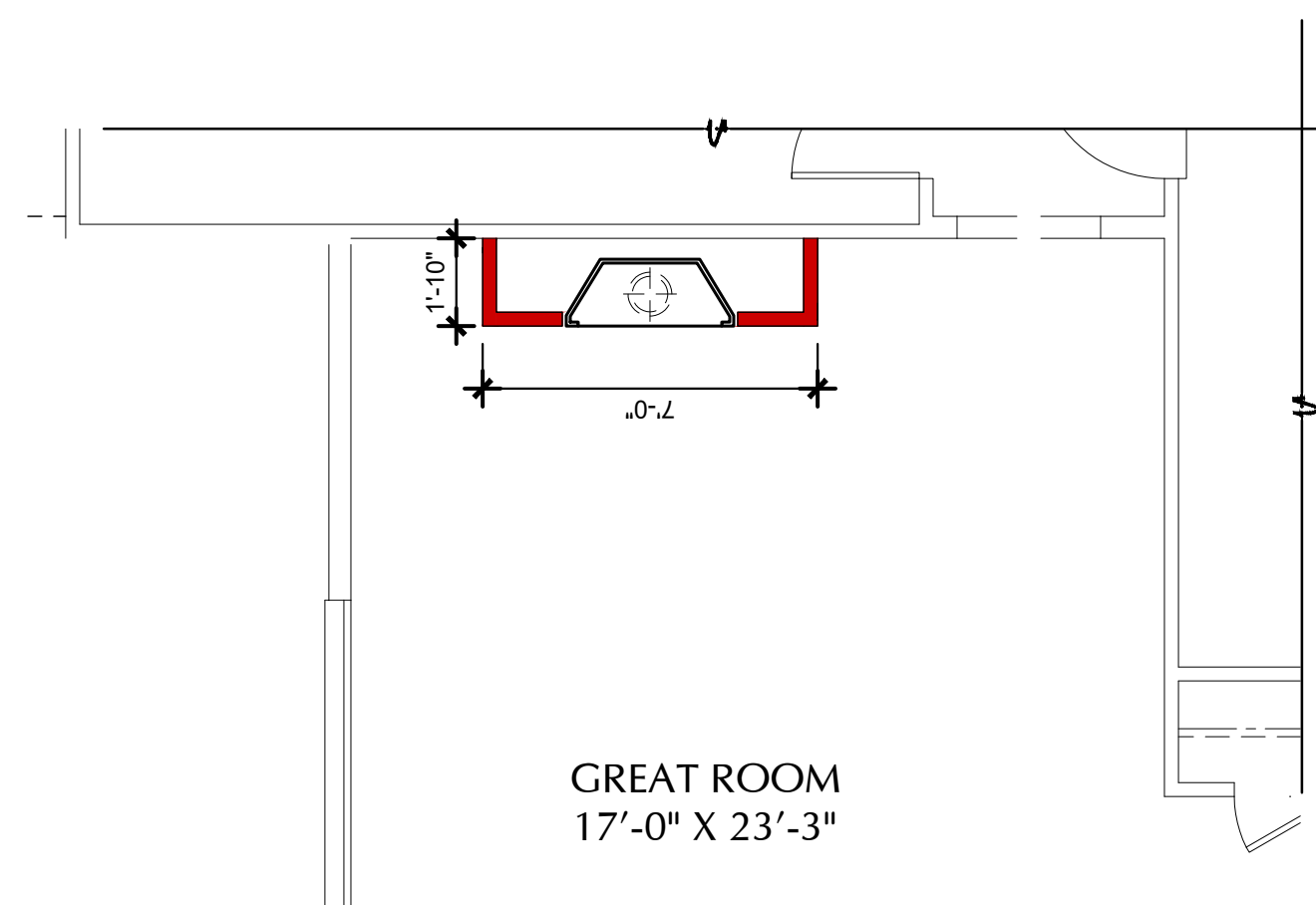
**OPT. COVERED PATIO** PLAN N697  
SCALE: 1/4" = 1'-0"



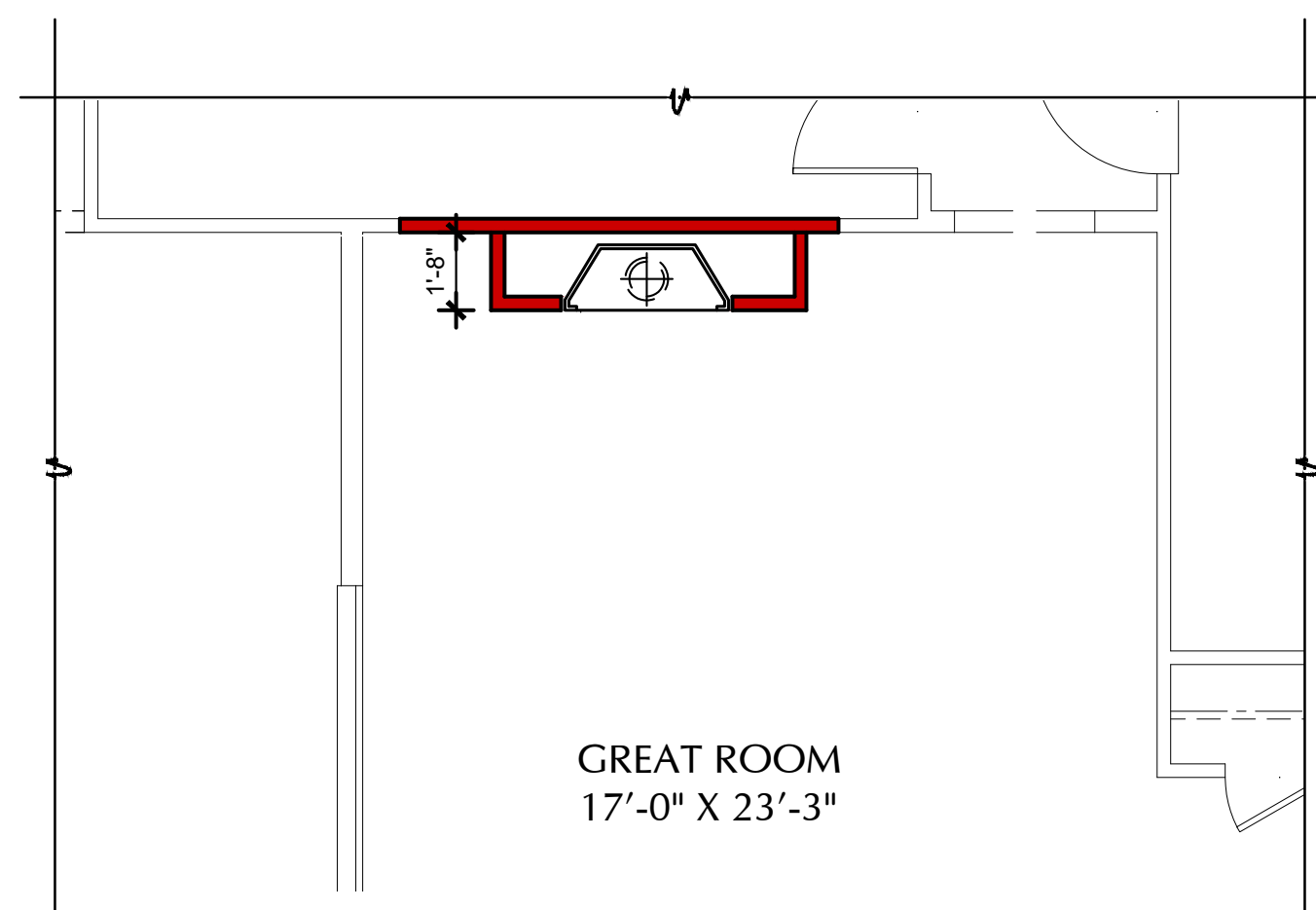
**OPT. GOURMET KITCHEN LITE** PLAN N697  
SCALE: 1/4" = 1'-0"



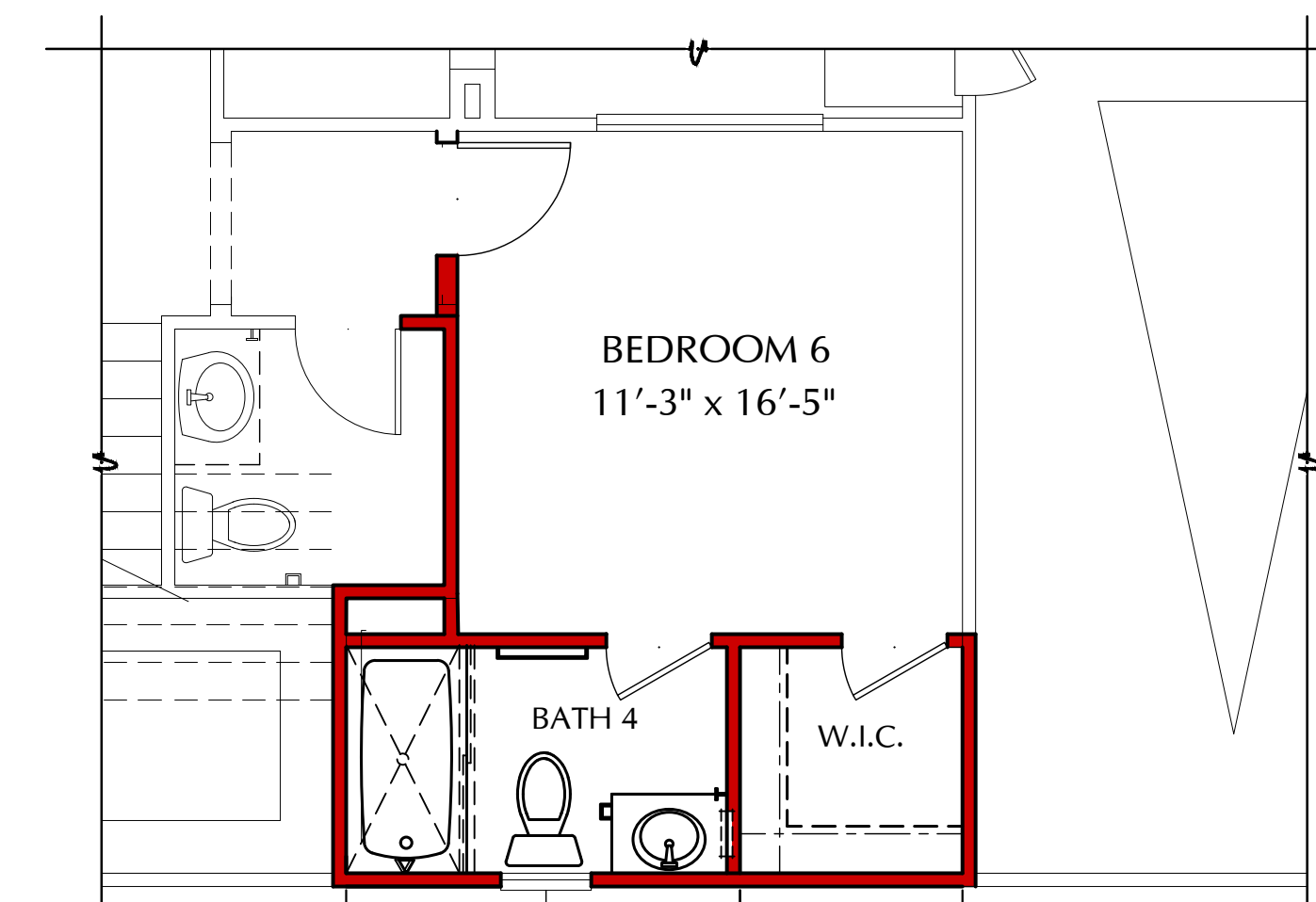
**OPT. GOURMET KITCHEN** PLAN N697  
SCALE: 1/4" = 1'-0"



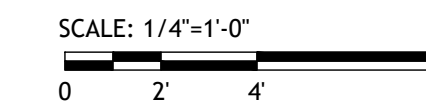
**OPT. FIREPLACE** PLAN N697  
TRADITIONAL SCALE: 1/4" = 1'-0"



**OPT. FIREPLACE** PLAN N697  
CONTEMPORARY SCALE: 1/4" = 1'-0"



**OPT. BEDROOM 6 / BATH 4** PLAN N697  
SCALE: 1/4" = 1'-0"



## N697 PERRY

### STONE HAVEN FOLSOM, CALIFORNIA

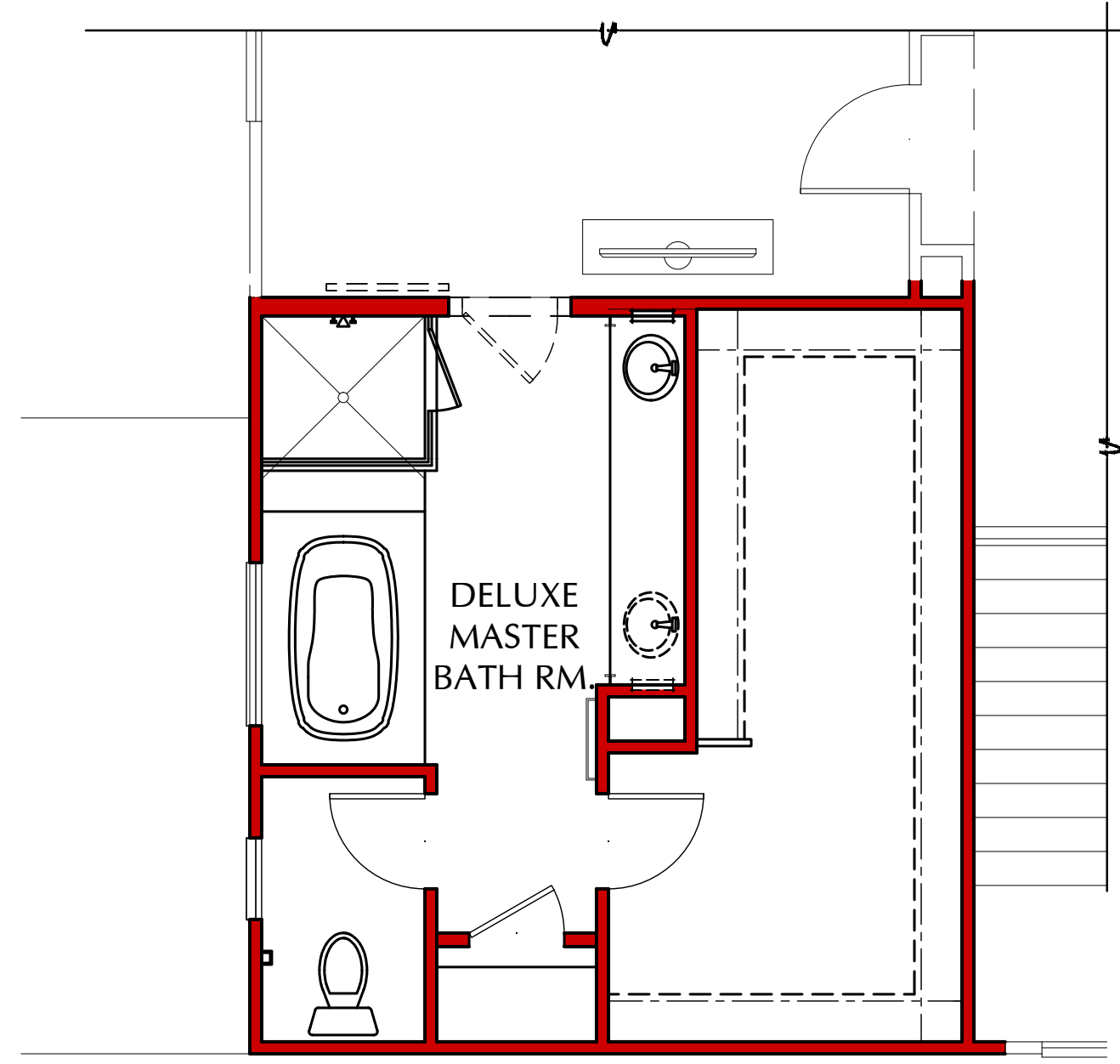
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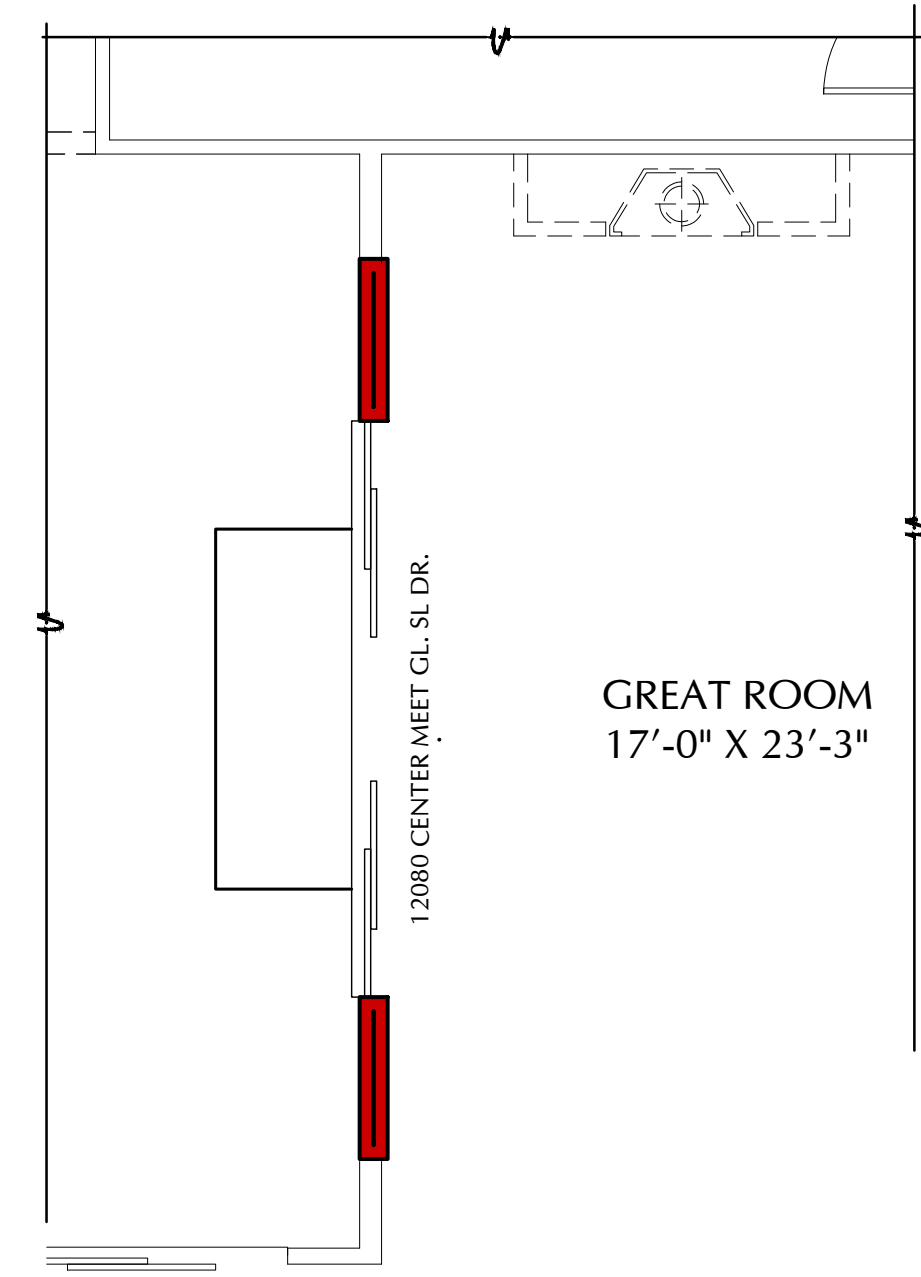
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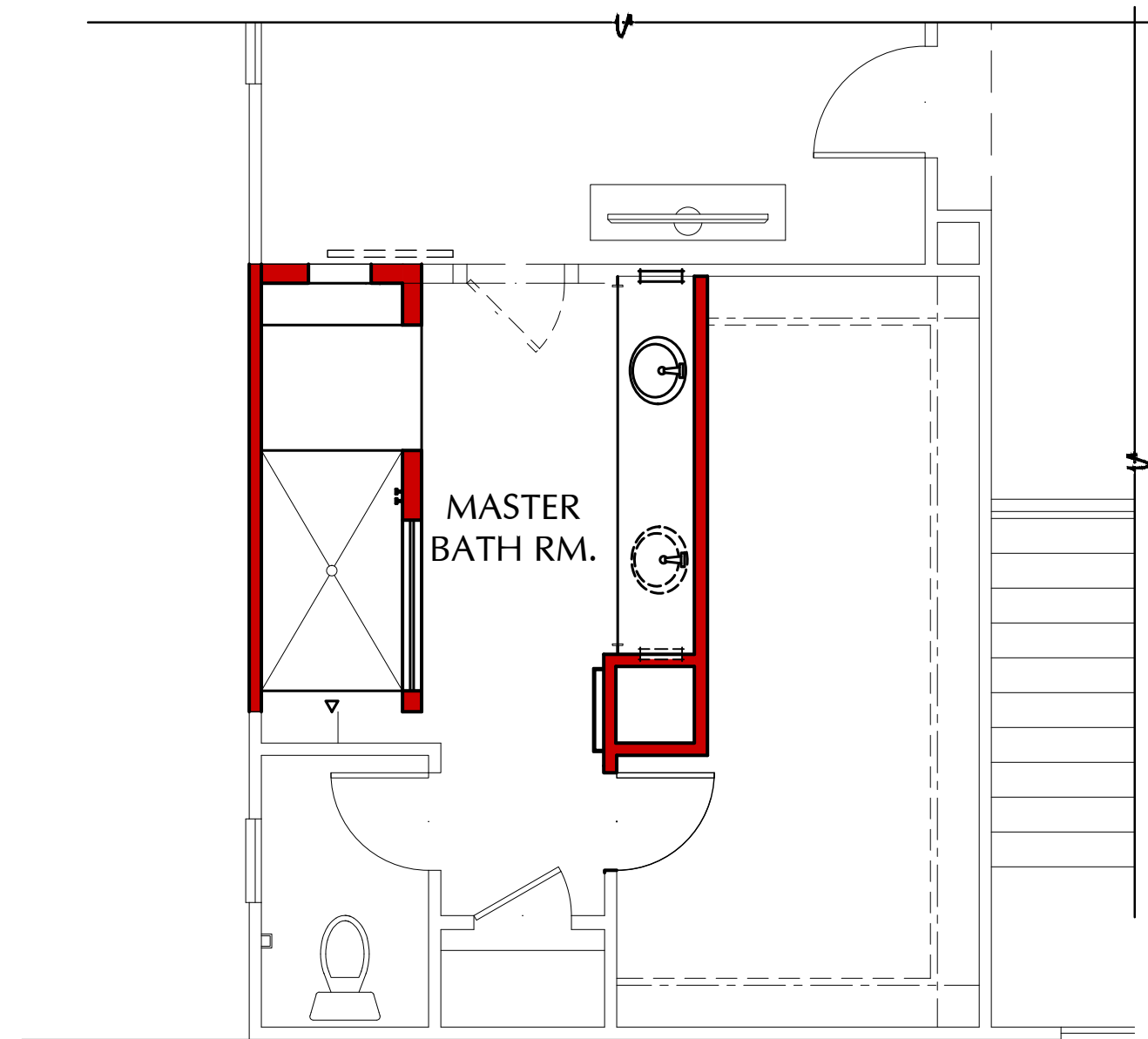
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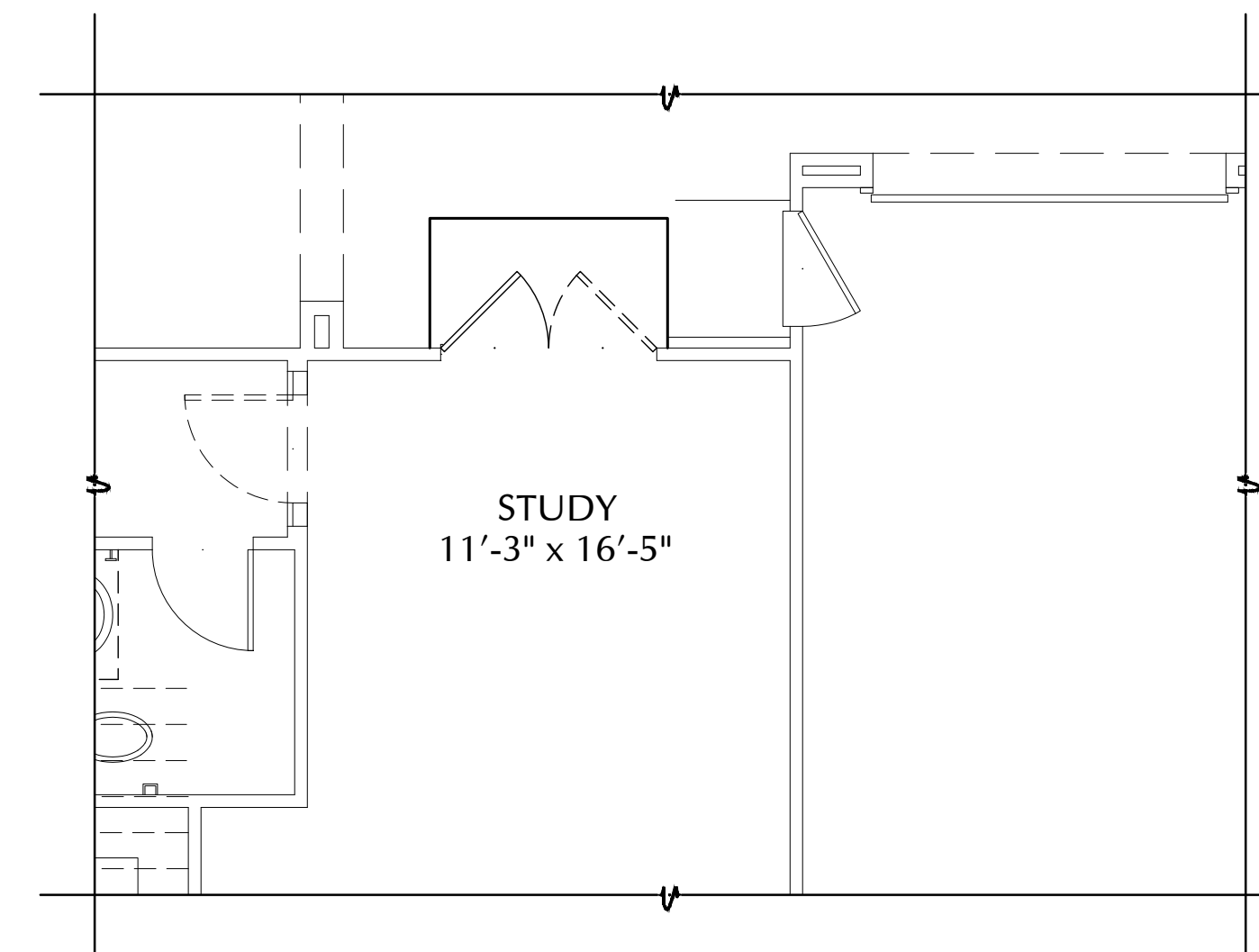
**OPT. DELUXE MASTER BATH PLAN N697**  
SCALE: 1/4" = 1'-0"



**OPT. CENTER MEET DOOR PLAN N697**  
SCALE: 1/4" = 1'-0"



**OPT. WALK-IN SHOWER PLAN N399**  
SCALE: 1/4" = 1'-0"

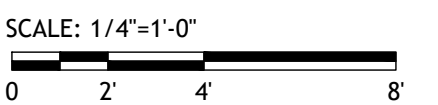


**OPT. FRENCH DOORS @ STUDY PLAN N399**  
SCALE: 1/4" = 1'-0"

## N697 PERRY

**STONE HAVEN  
FOLSOM, CALIFORNIA**

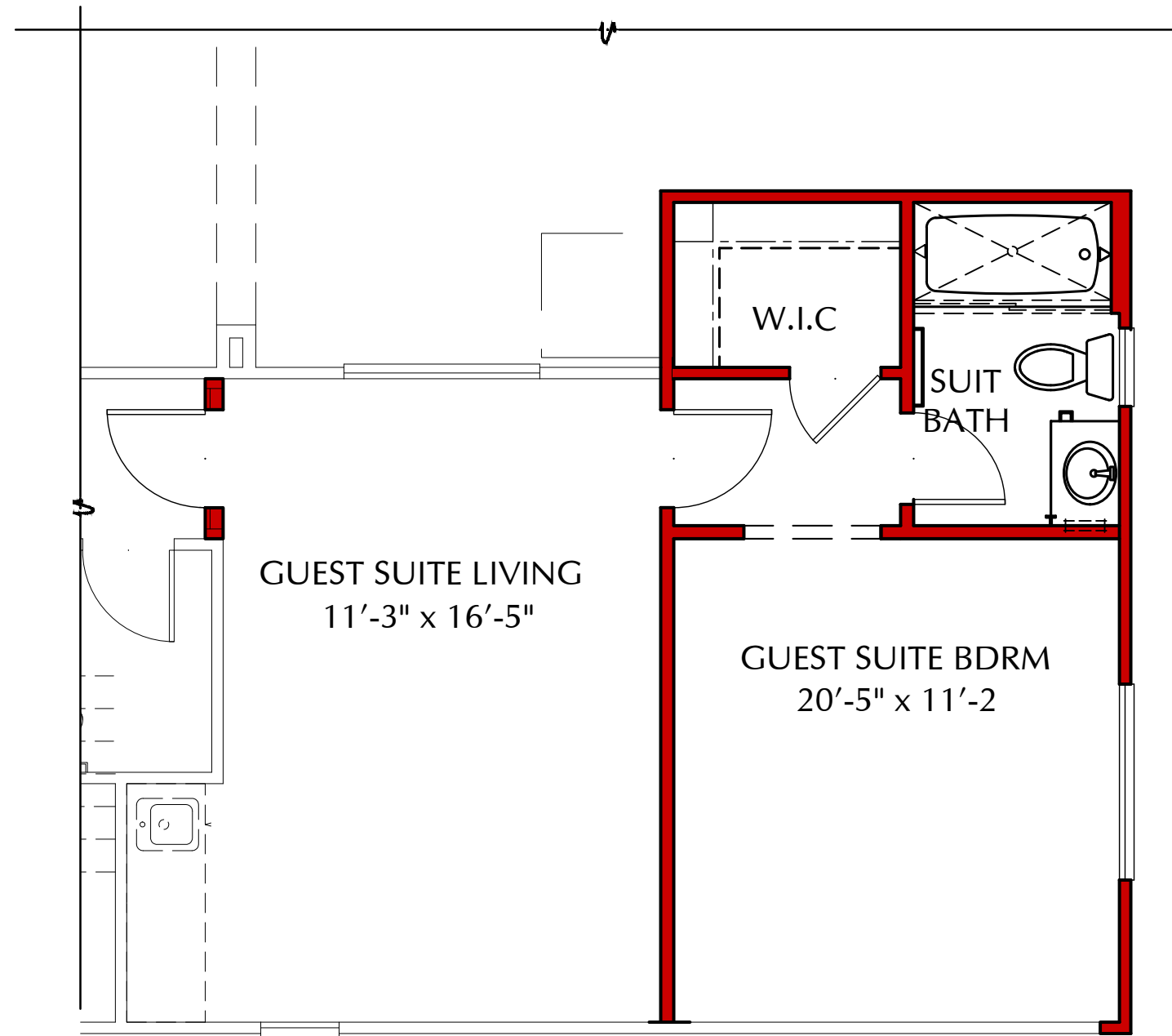
JOB # : 109-21122  
DATE: JUNE 21<sup>st</sup>, 2021



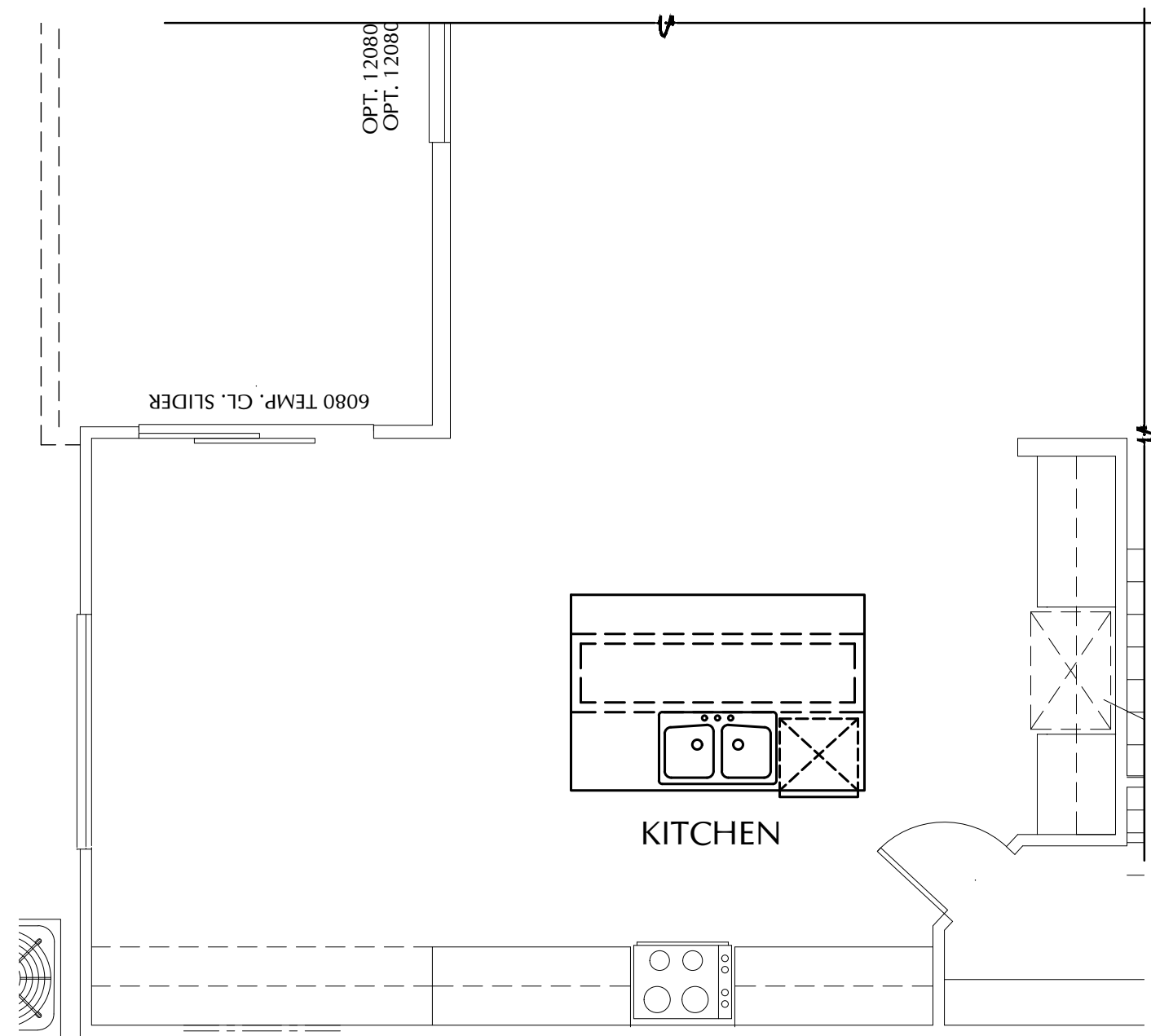
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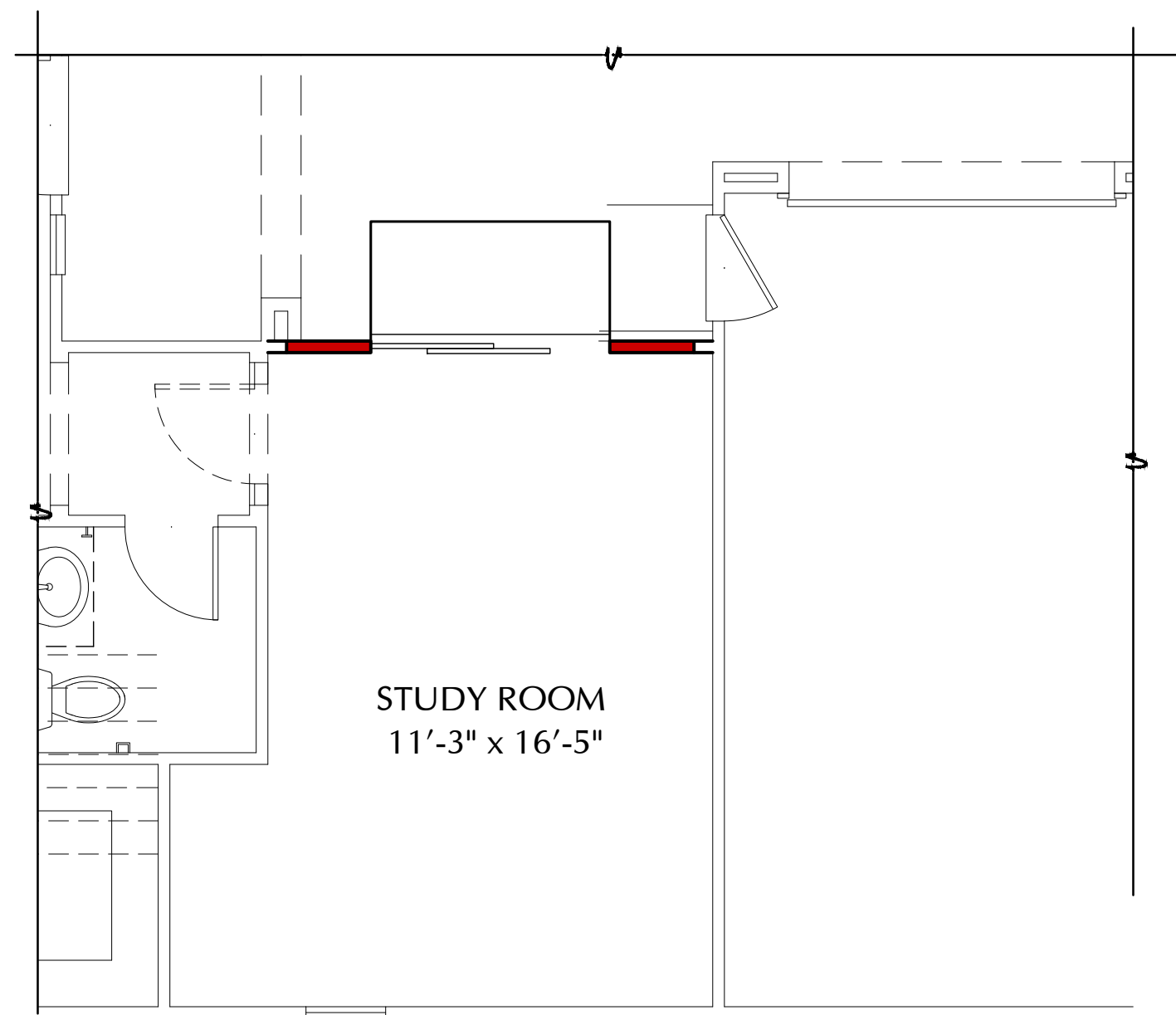
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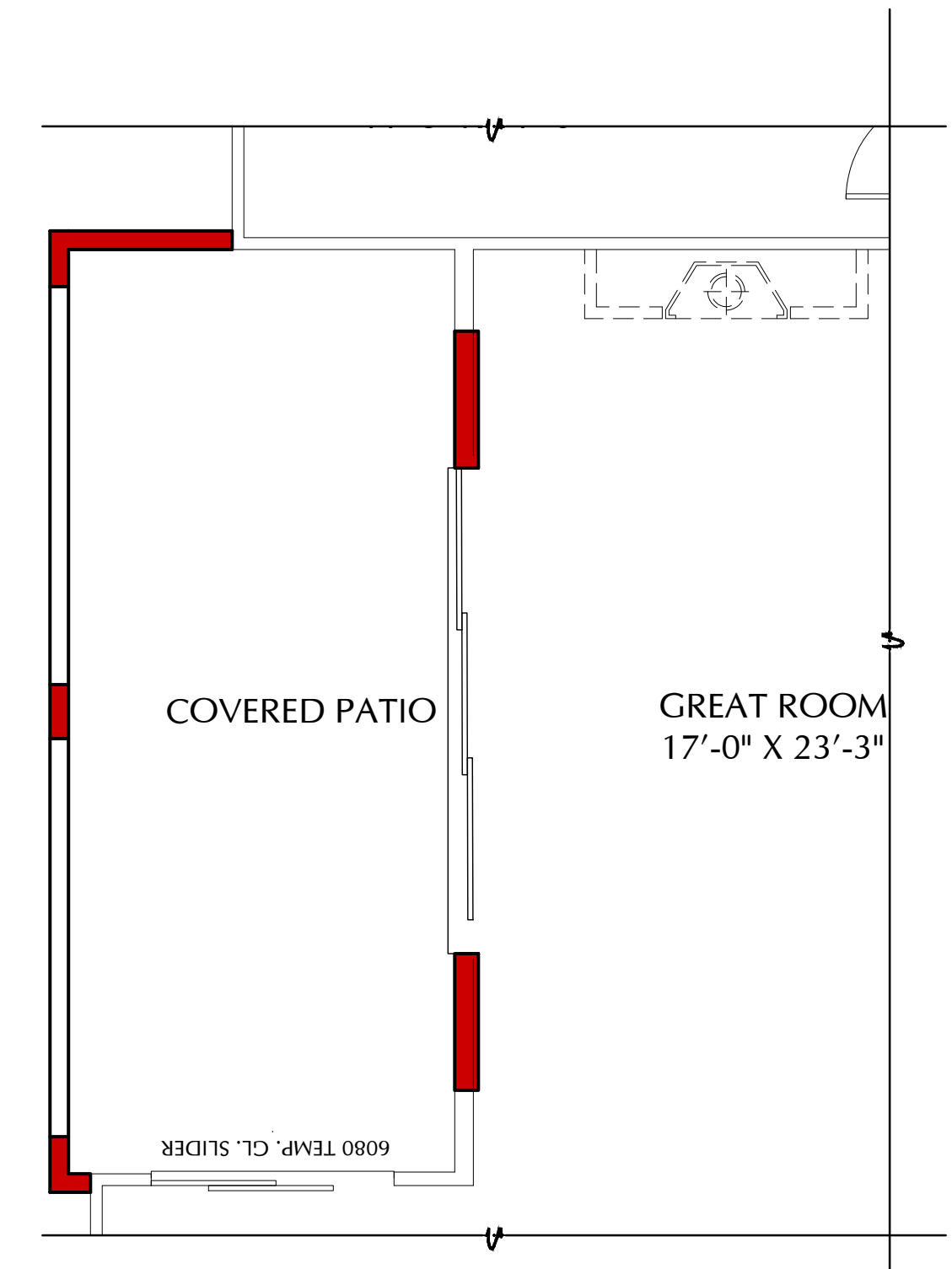
**OPT. GUEST SUITE PLAN N697**  
 IN LIEU 1-CAR GARAGE SCALE: 1/4" = 1'-0"



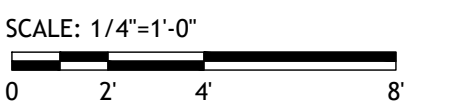
**OPT. EXTENDED ISALND PLAN N399**  
 SCALE: 1/4" = 1'-0"



**OPT. 6080 SGD PLAN N697**  
 SCALE: 1/4" = 1'-0"



**OPT. MULTI SLIDE DOOR PLAN N697**  
 SCALE: 1/4" = 1'-0"



# N697 PERRY

## STONE HAVEN FOLSOM, CALIFORNIA

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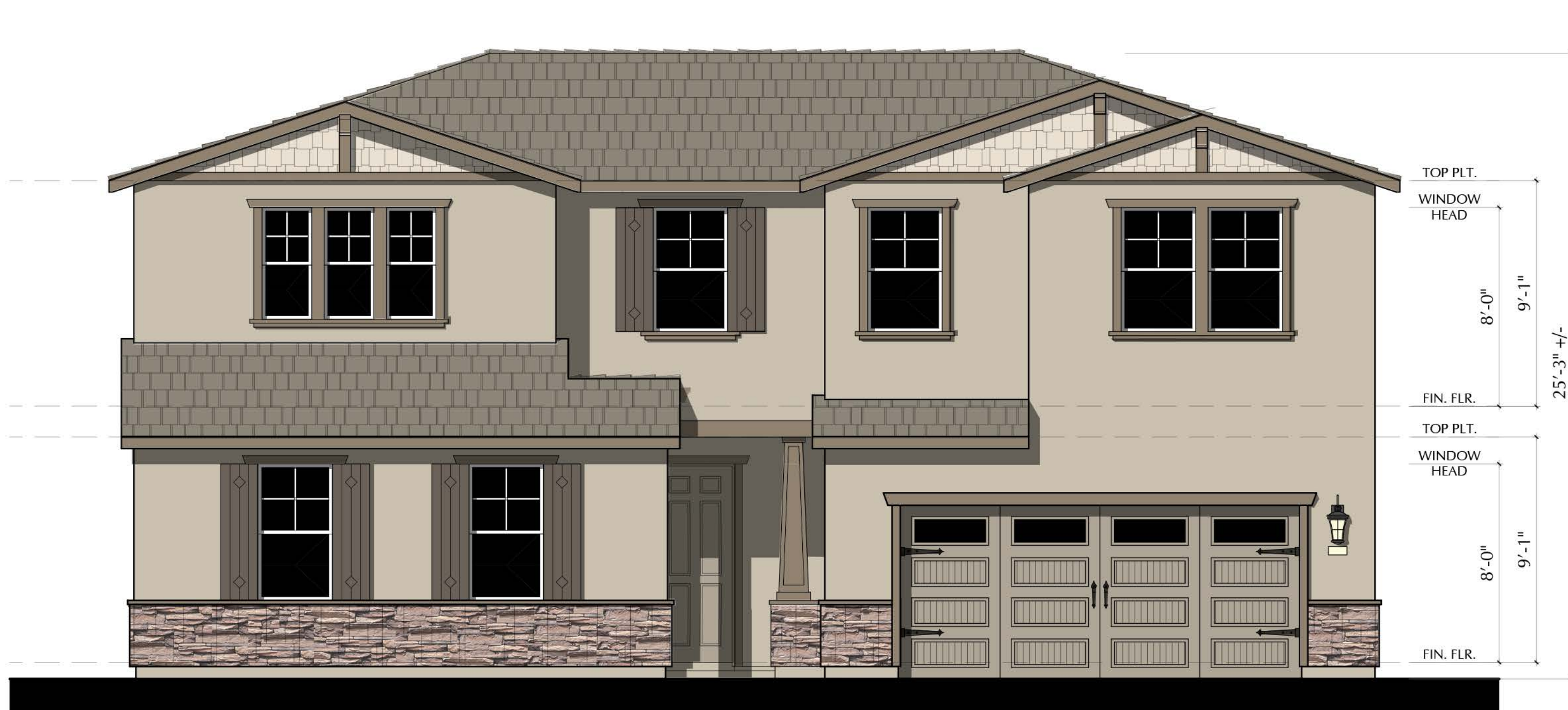
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MONTEREY - A

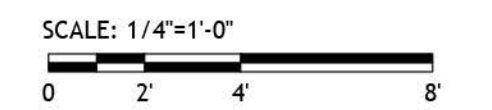


CRAFTSMAN - C

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



FARMHOUSE - B



N697 - PERRY  
FRONT ELEVATIONS



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STONE HAVEN  
FOLSOM, CALIFORNIA

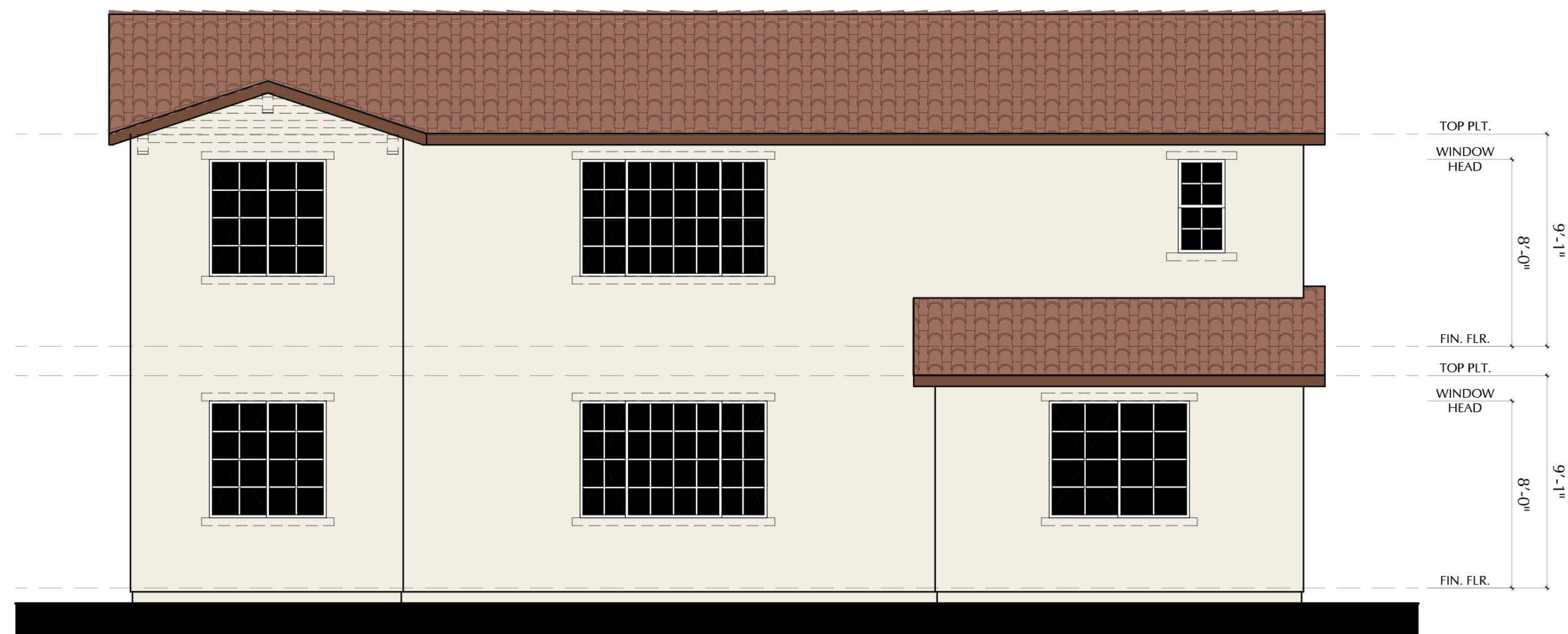
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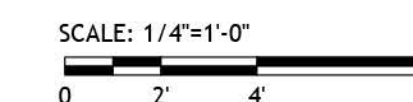
A FRONT ELEVATION - MONTEREY



A REAR ELEVATION - MONTEREY

N697 - PERRY  
FRONT & REAR ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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FOLSOM, CALIFORNIA

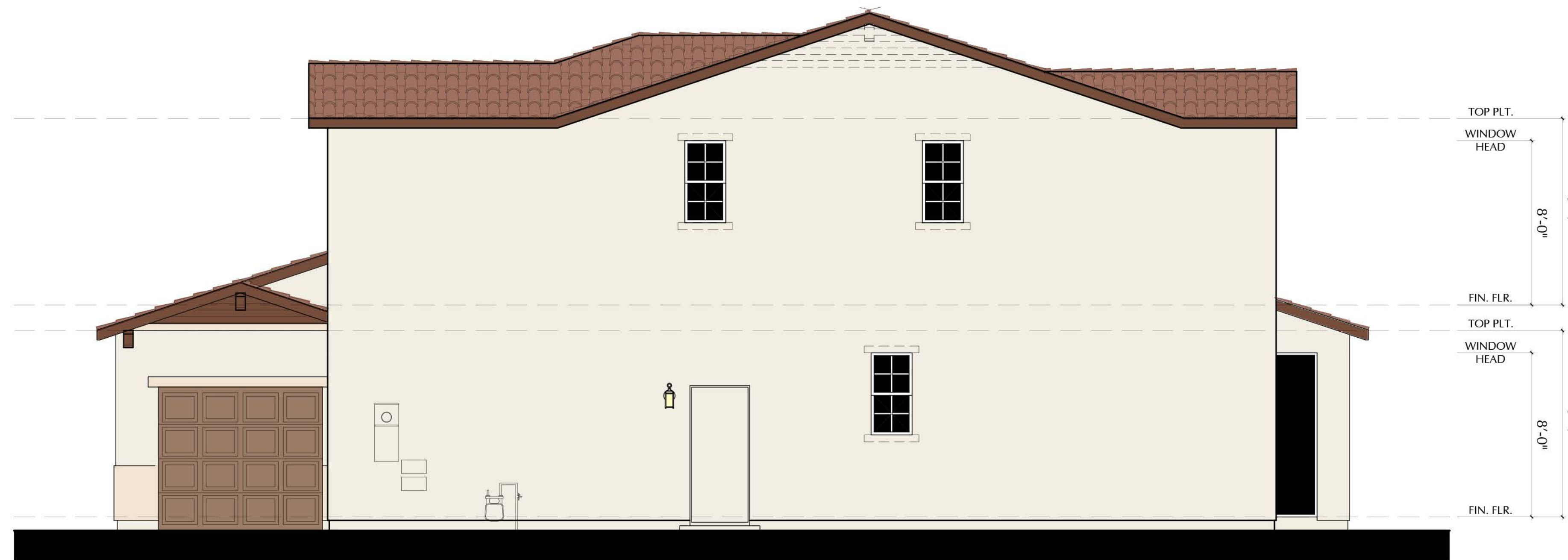
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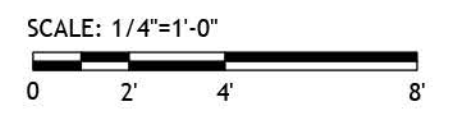
A LEFT ELEVATION - MONTEREY



A RIGHT ELEVATION - MONTEREY

N697 - PERRY  
SIDE ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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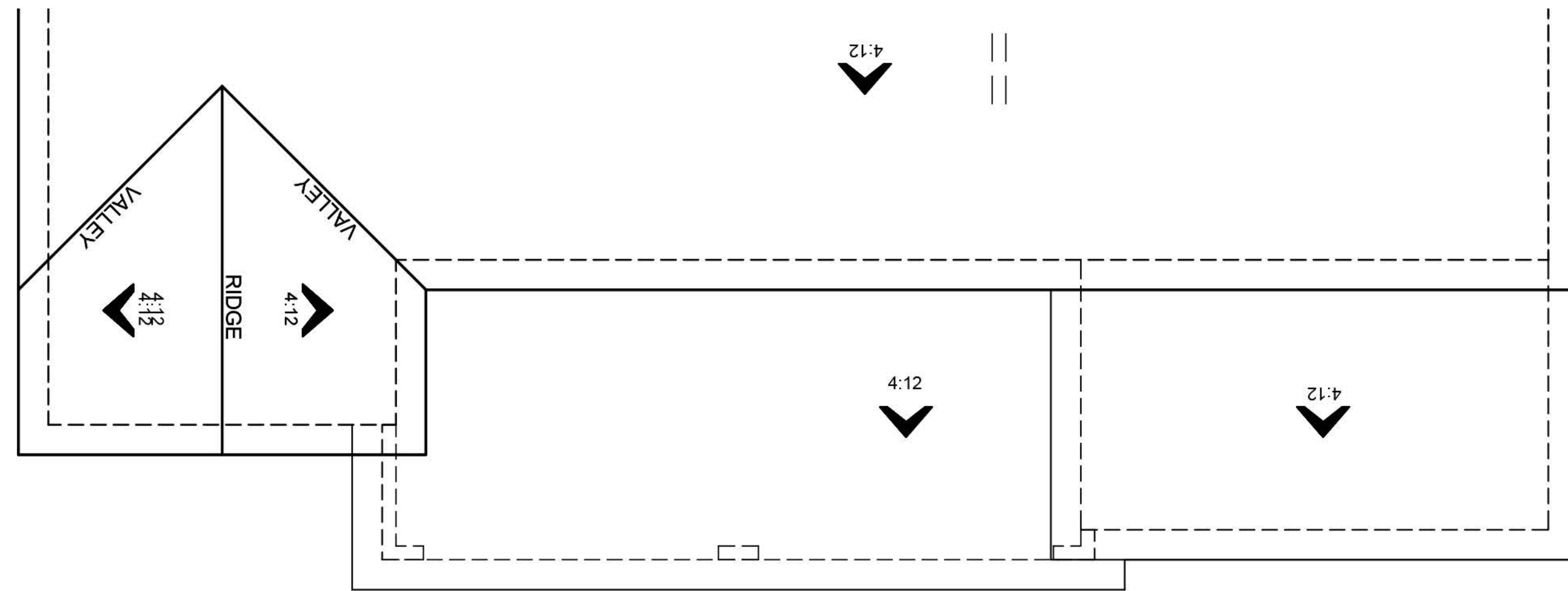
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REAR ELEVATION - MONTEREY

N697 - PERRY  
COVERED PATIO OPTION

SCALE: 1/4"=1'-0"  
0 2' 4' 8'



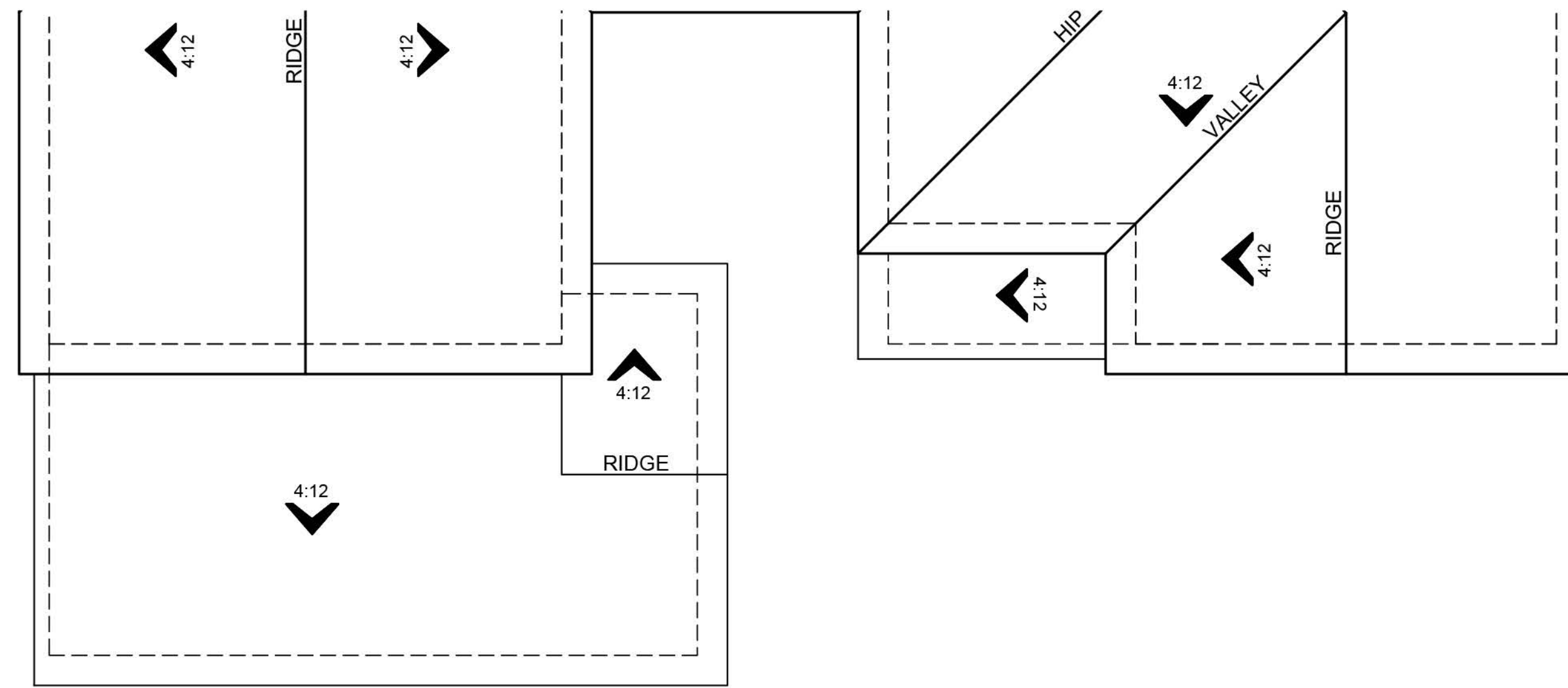
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FRONT ELEVATION - MONTEREY

N697 - PERRY  
GUEST SUITE OPTION

SCALE: 1/4"=1'-0"  
0 2' 4' 8'



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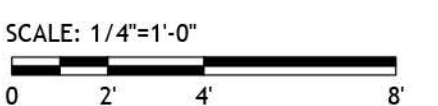
B FRONT ELEVATION - FARMHOUSE



B REAR ELEVATION - FARMHOUSE

N697 - PERRY  
FRONT & REAR ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



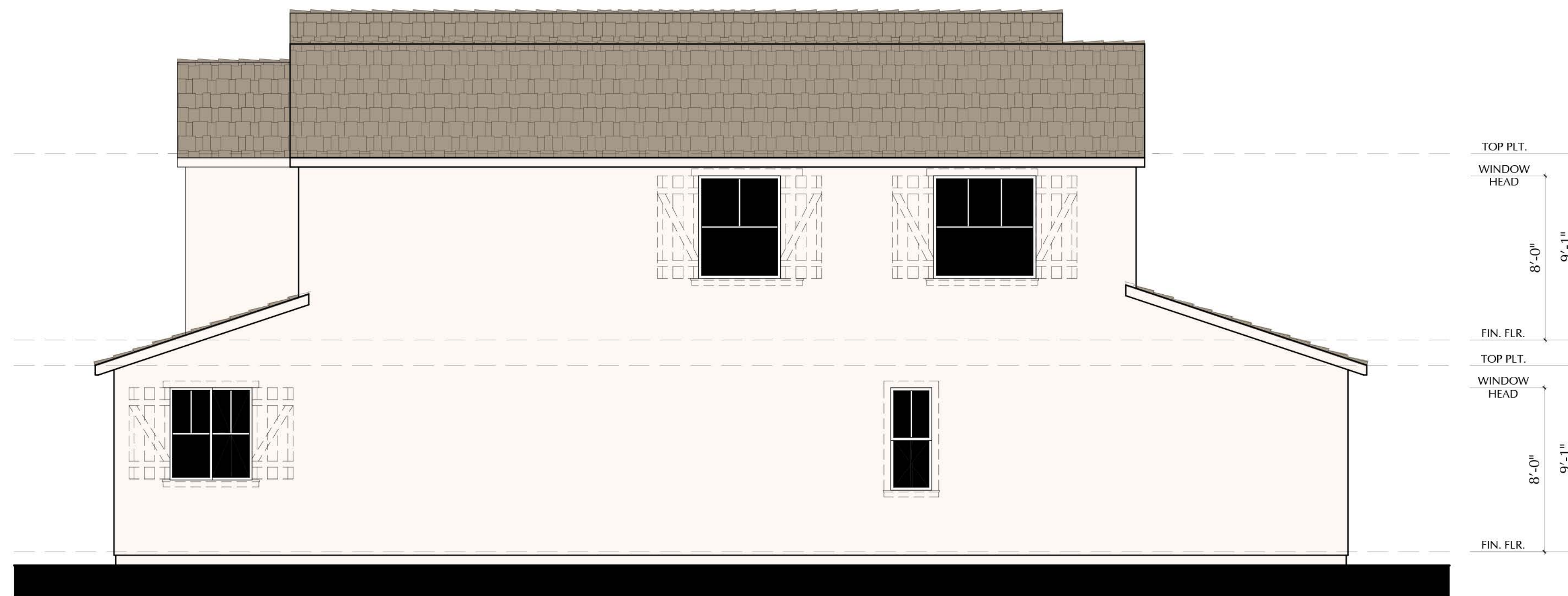
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FOLSOM, CALIFORNIA

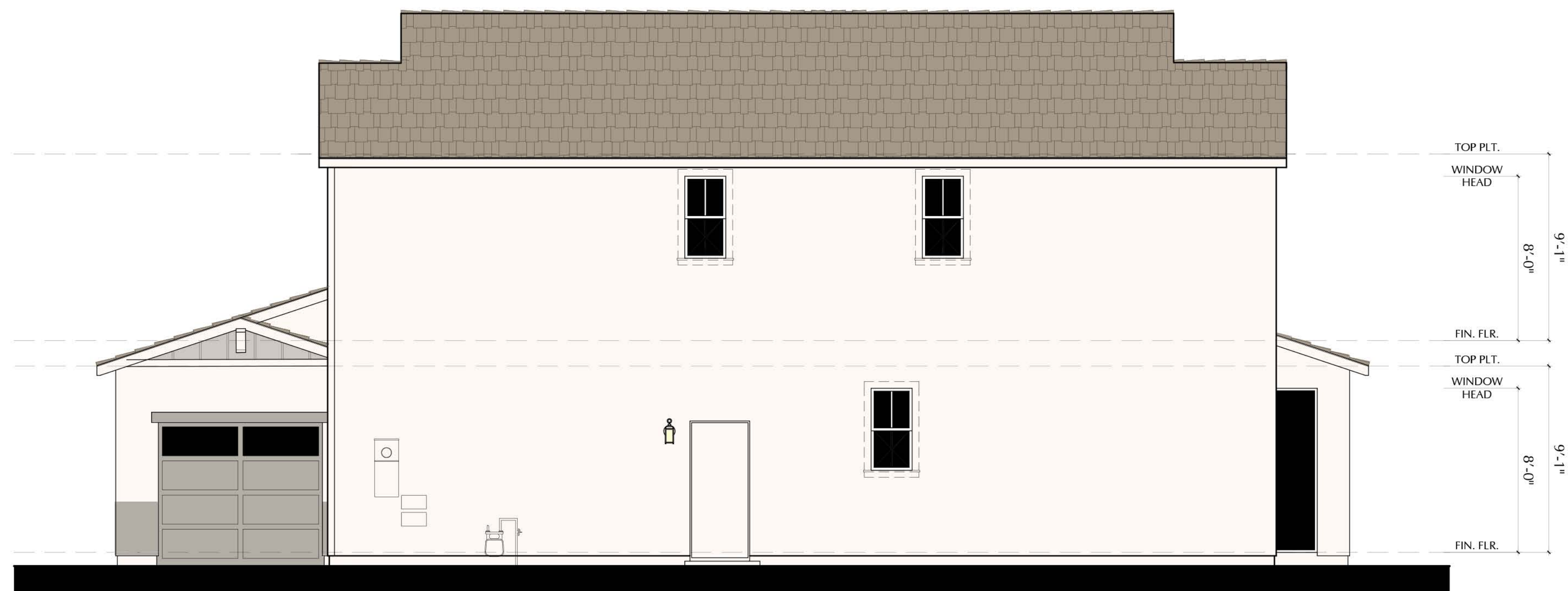
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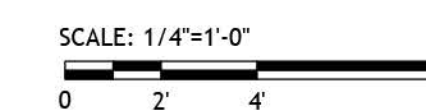
B LEFT ELEVATION - MODERN FARMHOUSE



B RIGHT ELEVATION - MODERN FARMHOUSE

N697 - PERRY  
SIDE ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



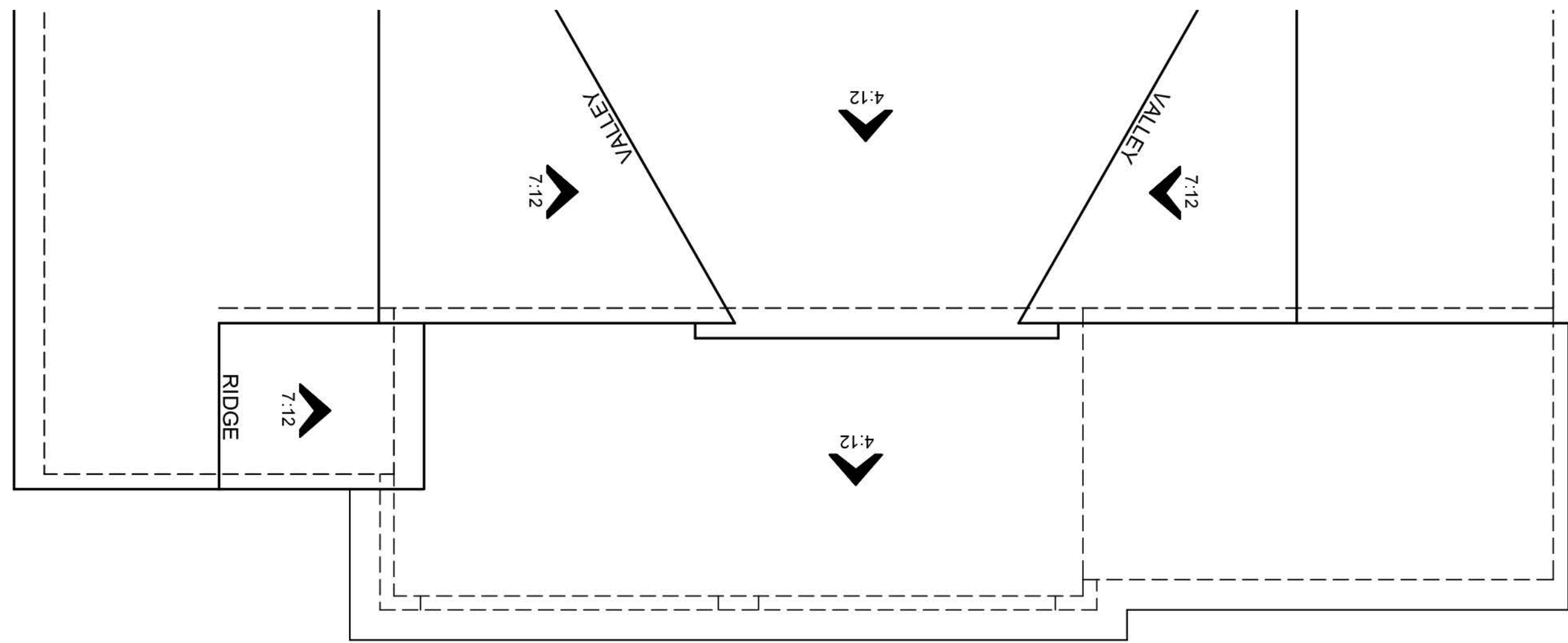
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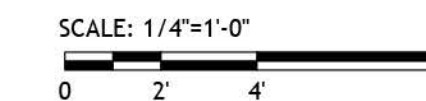


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REAR ELEVATION - FARMHOUSE

N697 - PERRY  
COVERED PATIO OPTION



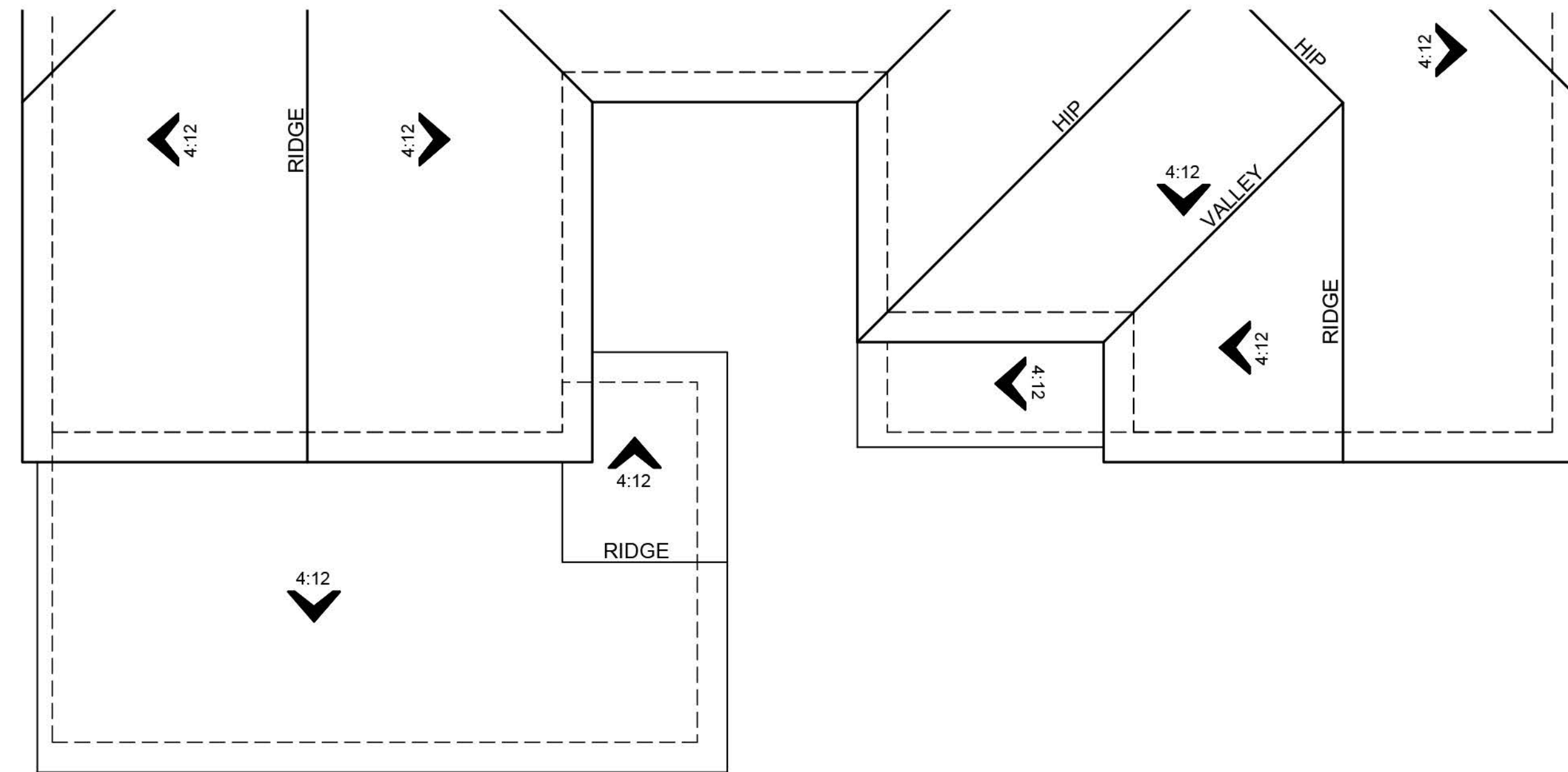
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FRONT ELEVATION - FARMHOUSE

N697 - PERRY  
GUEST SUITE OPTION

SCALE: 1/4"=1'-0"  
0 2' 4' 8'



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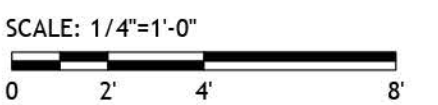
C FRONT ELEVATION - CRAFTSMAN



C REAR ELEVATION - CRAFTSMAN

N697 - PERRY  
FRONT & REAR ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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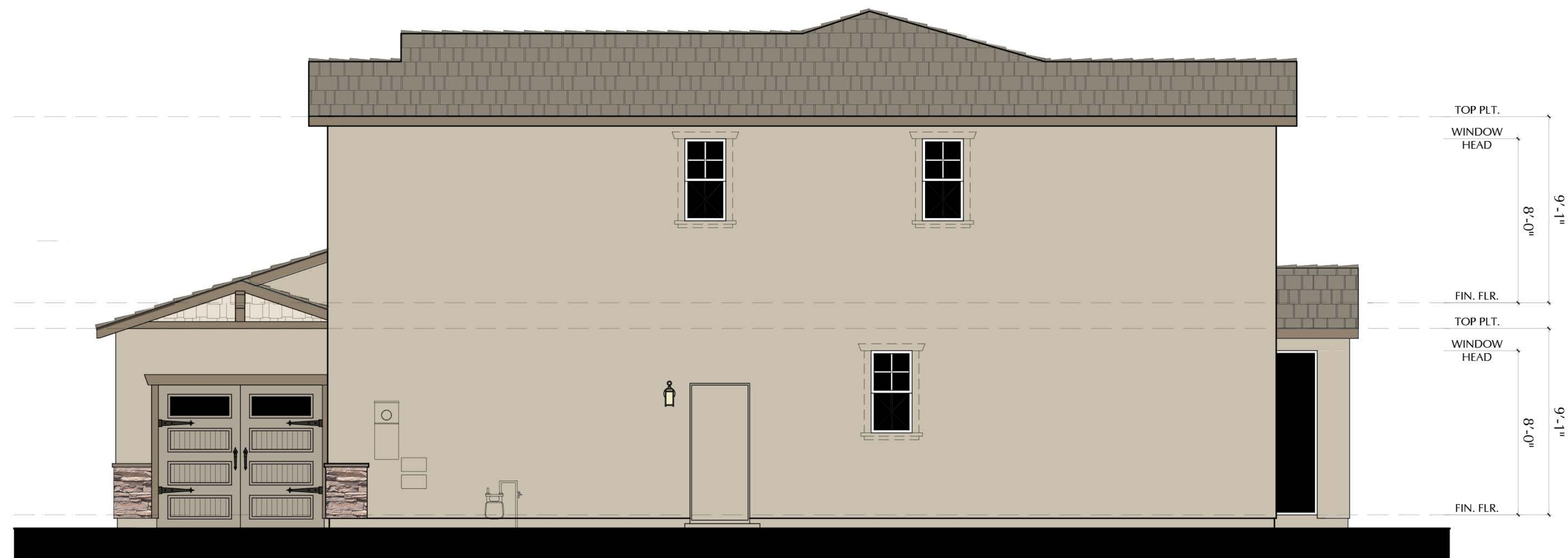
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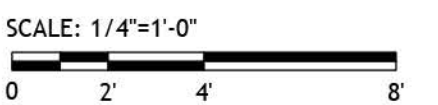
C LEFT ELEVATION - CRAFTSMAN



C RIGHT ELEVATION - CRAFTSMAN

N697 - PERRY  
SIDE ELEVATIONS

NOTE: DASHED SHUTTERS AND GABLES ARE STANDARD ON ENHANCED LOTS



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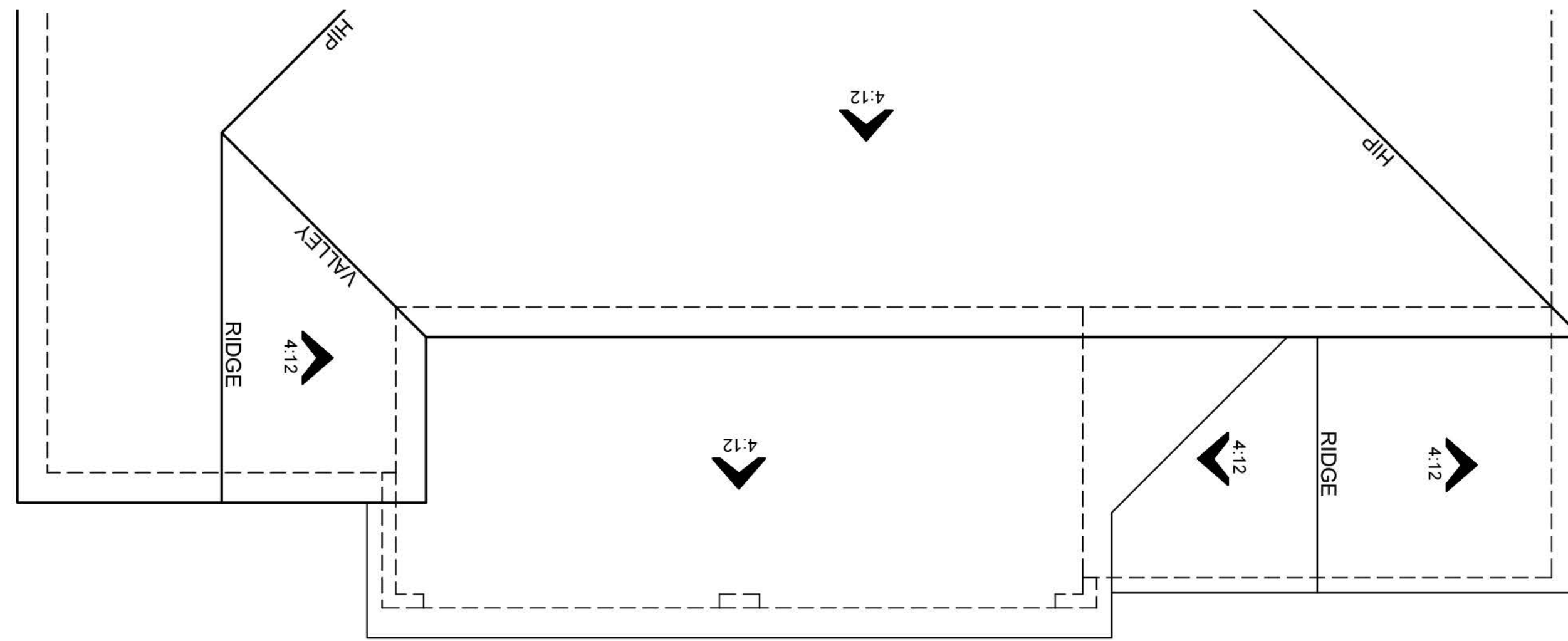
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REAR ELEVATION - CRAFTSMAN

N697 - PERRY  
COVERED PATIO OPTION

SCALE: 1/4"=1'-0"  
0 2' 4' 8'



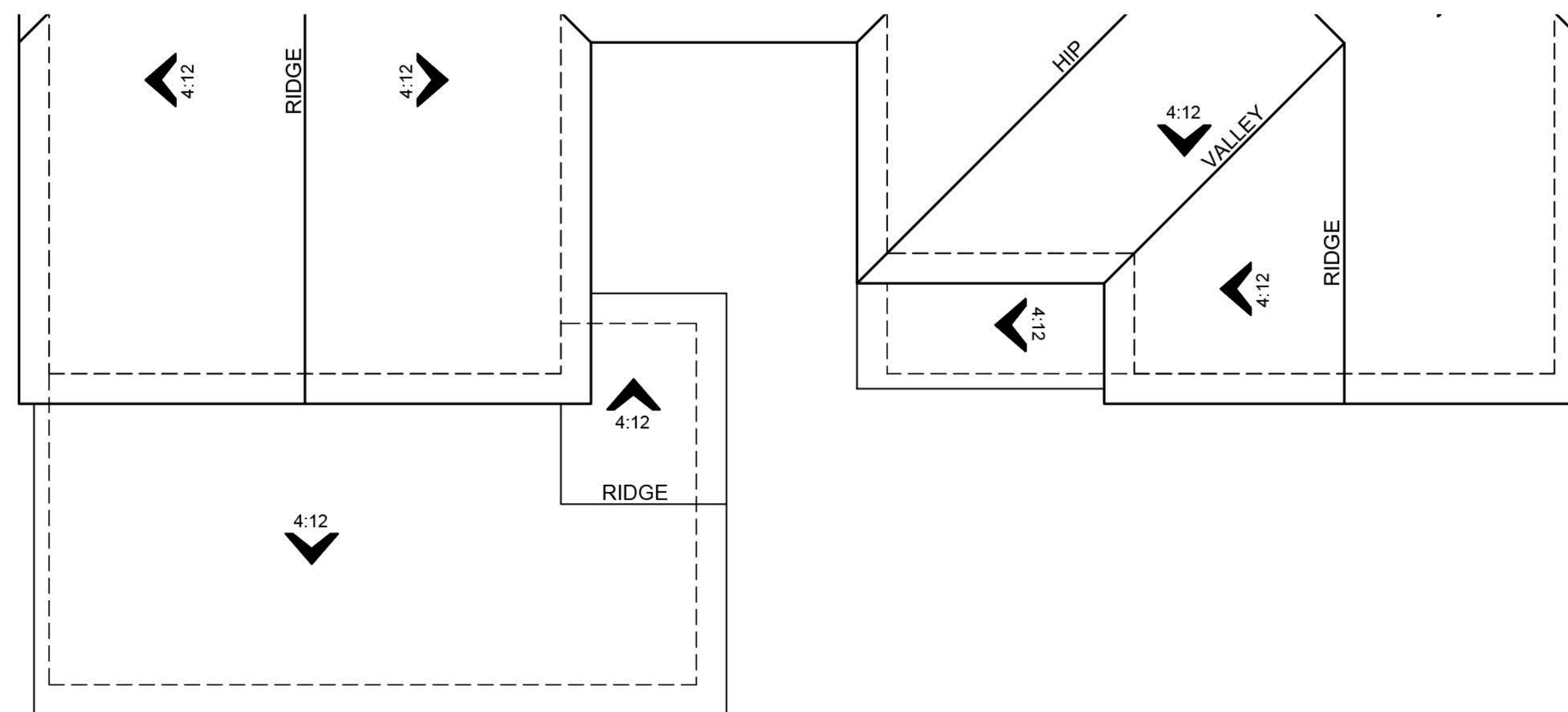
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FRONT ELEVATION - CRAFTSMAN

N697 - PERRY  
GUEST SUITE OPTION

SCALE: 1/4"=1'-0"  
0 2' 4' 8'



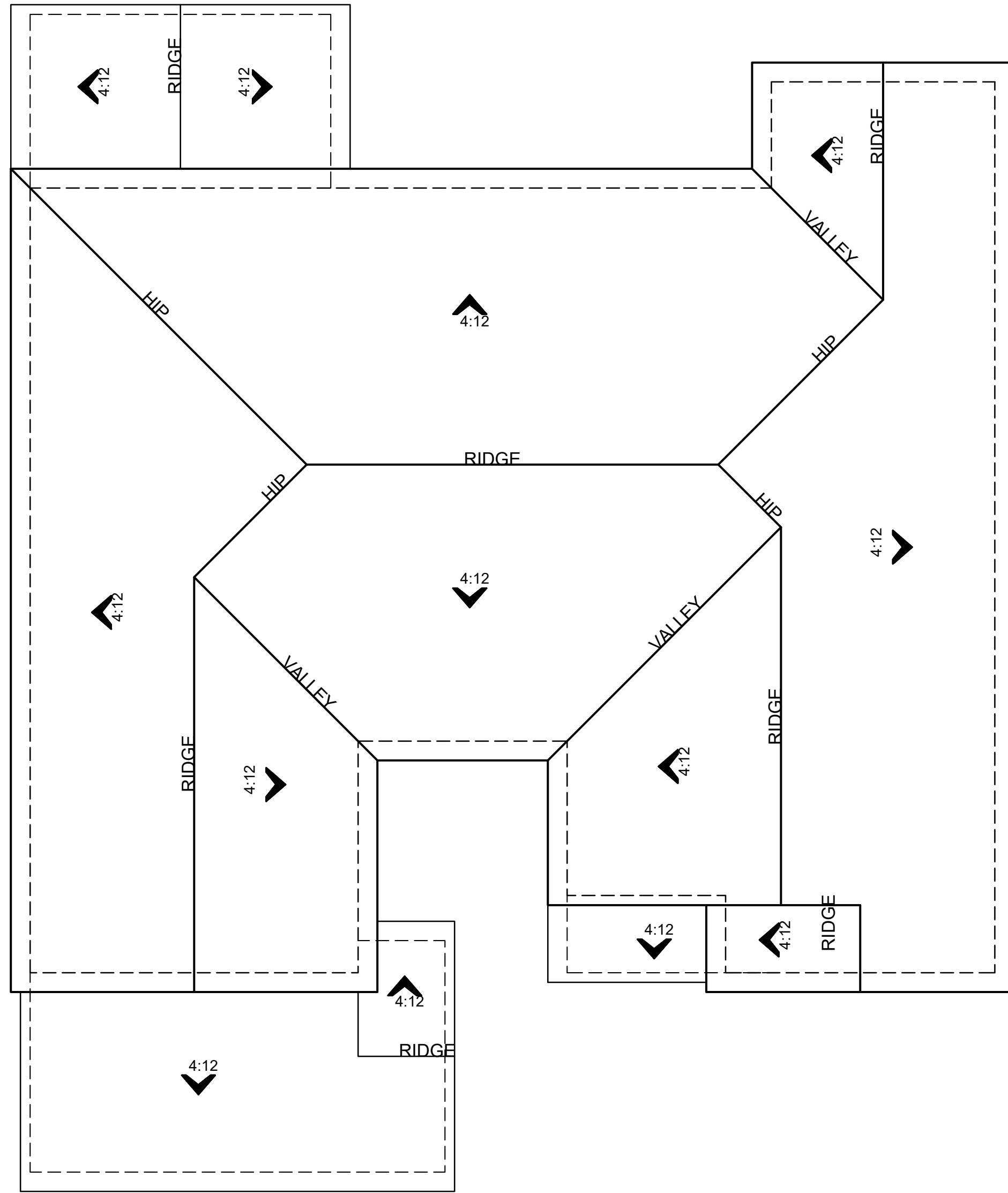
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FOLSOM, CALIFORNIA

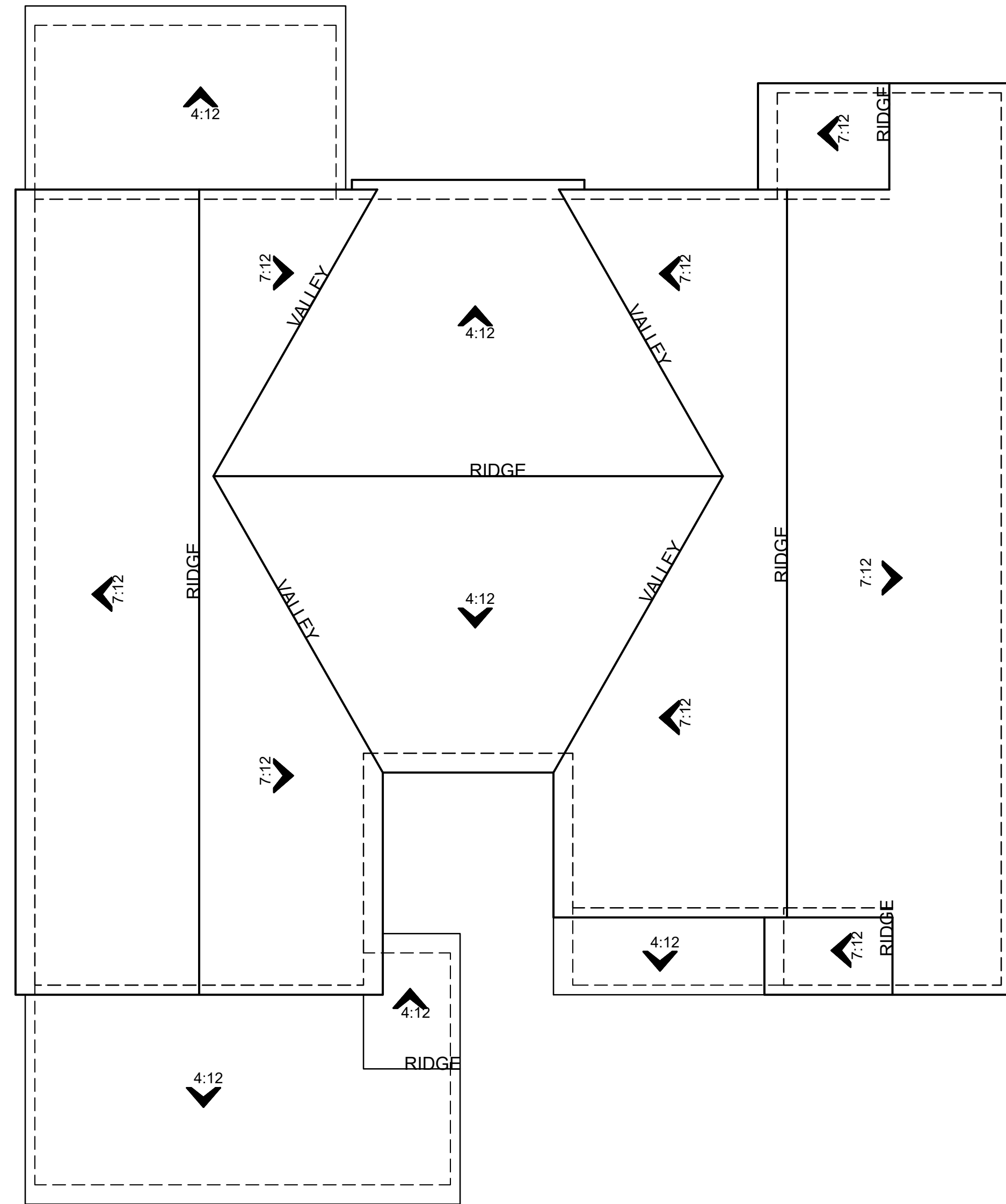
JOB # : 109-21122  
DATE: JUNE 21<sup>st</sup>, 2021



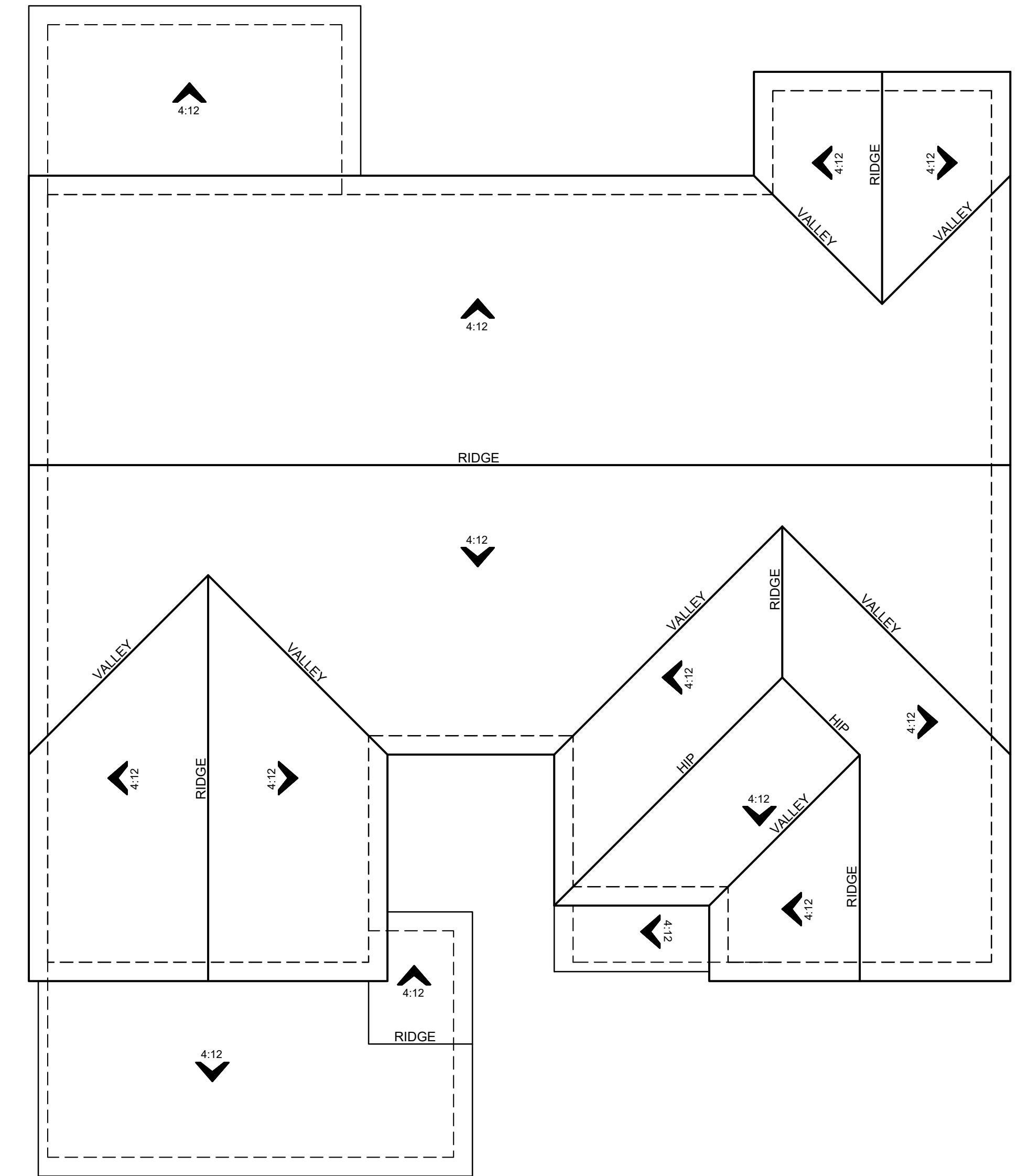
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CRAFTSMAN - C



FARMHOUSE - B



MONTEREY - A

N697 - PERRY  
ROOF PLANS

STONE HAVEN  
FOLSOM, CALIFORNIA

JOB # : 109-21122  
DATE: JUNE 21<sup>st</sup>, 2021



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## **Attachment 8**

# **Exterior Colors and Materials**

# 'A' ELEVATIONS MONTEREY

## SCHEME #1

**BODY STUCCO**



SW7566 WESTHIGHLAND WHITE

**FOAM TRIM**



SW6148 WOOL SKEIN

**SHUTTERS**



SW6068 BREVIITY BROWN

**FASCIAS & EAVES**



SW6068 BREVIITY BROWN

**ENTRY DOOR**



SW9108 DOUBLE LATTE

**GARAGE DOOR**



SW6088 NUTHATCH

**ROOFING**



EAGLE ROOFING- MALIBU  
2636 PIEDMONT BLEND  
OR EQUAL

## SCHEME #2

**BODY STUCCO**



SW 7012 CREAMY

**FOAM TRIM**



SW6148 WOOL SKEIN

**SHUTTERS**



SW6165 CONNECTED GRAY

**FASCIAS & EAVES**



SW6172 HARDWARE

**ENTRY DOOR**



SW6068 BREVIITY BROWN

**GARAGE DOOR**



SW6083 SABLE

**ROOFING**



EAGLE ROOFING- MALIBU  
2645 SUNRISE BLEND  
OR EQUAL

## SCHEME #3

**BODY STUCCO**



SW 7000 IBIS WHITE

**FOAM TRIM**



SW6148 WOOL SKEIN

**SHUTTERS**



SW7617 MEDITERRANEAN

**FASCIAS & EAVES**



SW 7510 CHATEAU BROWN

**ENTRY DOOR**



SW7617 MEDITERRANEAN

**GARAGE DOOR**



SW 7510 CHATEAU BROWN


**ROOFING**




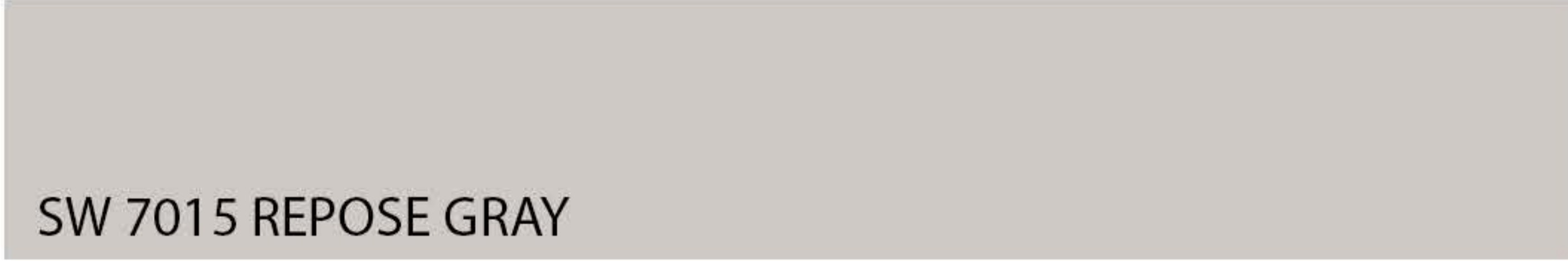
EAGLE ROOFING- MALIBU  
SMM8402 SANTA CRUZ  
BLEND OR EQUAL


# 'B' ELEVATIONS FARMHOUSE


## SCHEME #4

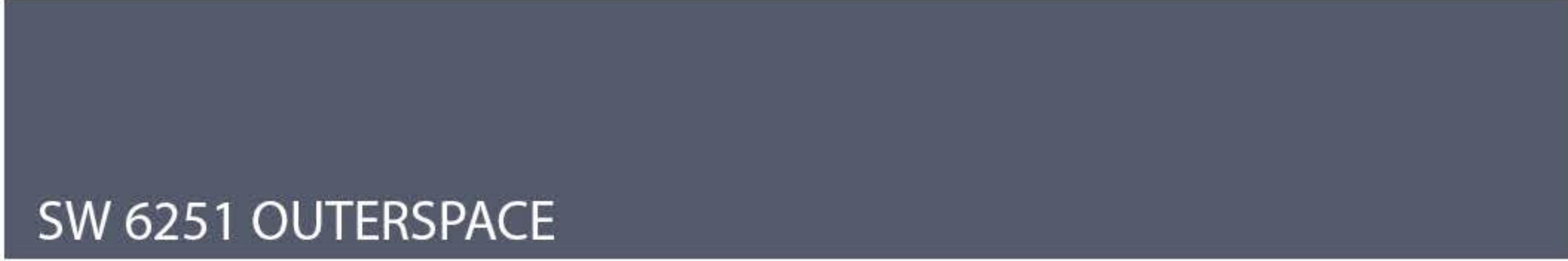
**BODY STUCCO**  
  
 SW 7101 FUTON


**FOAM TRIM**  
  
 SW 7017 DORIAN GRAY


**BOARD & BATTEN & TRIM**  
  
 SW 7015 REPOSE GRAY

**SHUTTERS**  
  
 SW 6251 OUTERSPACE

**FASCIAS & EAVES**  
  
 SW 7101 FUTON

**ENTRY DOOR**  
  
 SW 6251 OUTERSPACE

**GARAGE DOOR**  
  
 SW 7017 DORIAN GRAY

**ROOFING**  
  
 EAGLE ROOFING- PONDEROSA  
 5687 BROWN GRAY RANGE  
 OR EQUAL

## SCHEME #5

**BODY STUCCO**  
  
 SW 7019 GAUNTLET GRAY

**FOAM TRIM**  
  
 SW 7006 EXTRA WHITE

**BOARD & BATTEN**  
  
 SW 7017 DORIAN GRAY

**SHUTTERS**  
  
 SW 9113 JASPER STONE

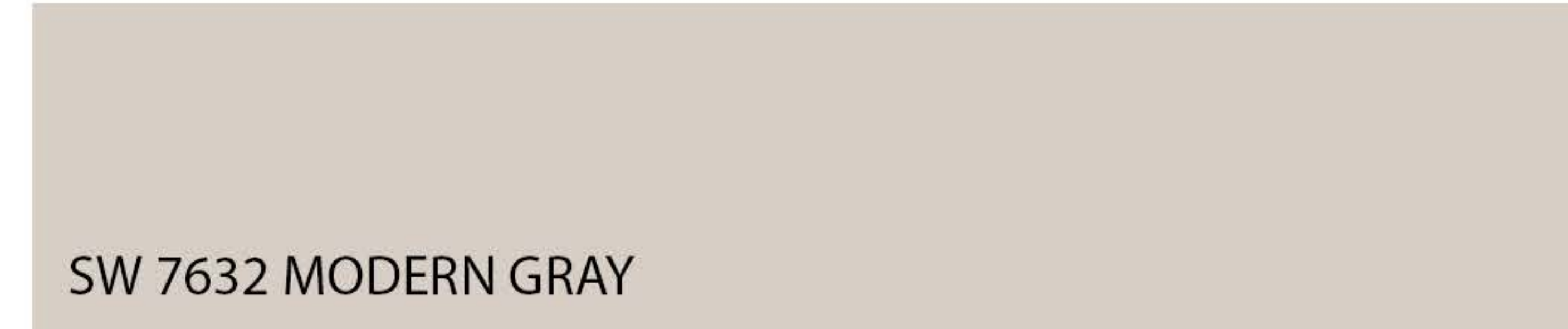
**FASCIAS & EAVES**  
  
 SW 7006 EXTRA WHITE


**ENTRY DOOR**  
  
 SW 9113 JASPER STONE


**GARAGE DOOR**  
  
 SW 7017 DORIAN GRAY

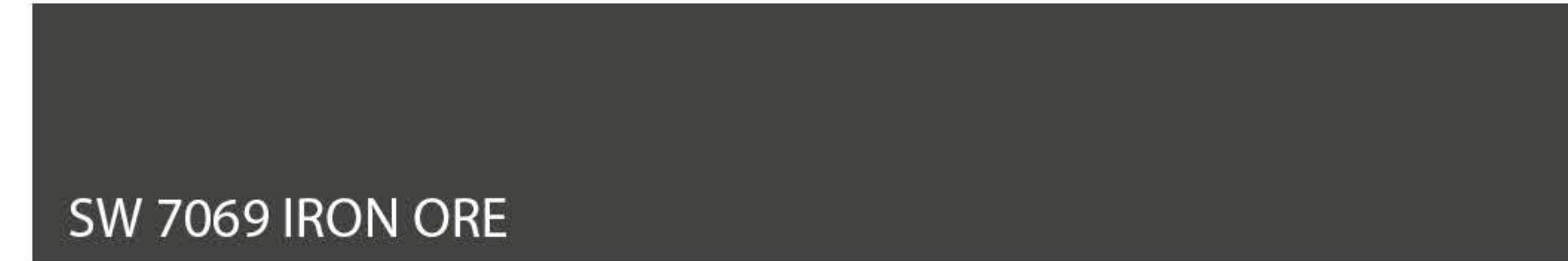
**ROOFING**  
  
 EAGLE ROOFING- PONDEROSA  
 5699 CHARCOAL RANGE  
 OR EQUAL


## SCHEME #6

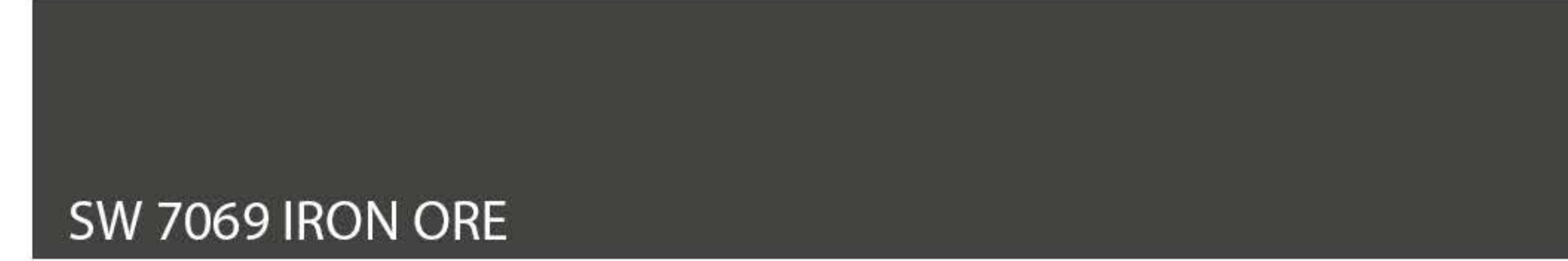
**BODY STUCCO**  
  
 SW 7632 MODERN GRAY


**FOAM TRIM**  
  
 SW 7065 ARGOS


**BOARD & BATTEN**  
  
 SW 7008 ALABASTER

**SHUTTERS**  
  
 SW 7069 IRON ORE

**FASCIAS & EAVES**  
  
 SW 9168 ELEPHANT EAR

**ENTRY DOOR**  
  
 SW 7069 IRON ORE

**GARAGE DOOR**  
  
 SW 9168 ELEPHANT EAR

**ROOFING**  
  
 EAGLE ROOFING- PONDEROSA  
 5511 FLINTRIDGE GRAY  
 OR EQUAL

# 'C' ELEVATIONS CRAFTSMAN

## SCHEME #7

**BODY STUCCO**  
SW 7542 NATURAL

**FOAM TRIM**  
SW 0038 LIBRARY PEWTER

**SIDING**  
SW 7554 STEAMED MILK

**SHUTTERS**  
SW 7047 PORPOISE

**FASCIAS & EAVES**  
SW 0038 LIBRARY PEWTER

**ENTRY DOOR**  
SW 7639 ETHEREAL MOOD

**GARAGE DOOR**  
SW 7639 ETHEREAL MOOD

**ROOFING**  
EAGLE ROOFING- PONDEROSA  
5687 BROWN GRAY RANGE  
OR EQUAL

**STONE VENEER**  
CORONADO- EASTERN  
MOUNTAIN LEDGE- ENGLISH  
GREY- OR EQUAL

## SCHEME #8

**BODY STUCCO**  
SW 7045 INTELLECTUAL GRAY

**FOAM TRIM**  
SW 7526 MAISON BLANCHE

**SIDING**  
SW 2848 ROYCROFT PEWTER

**SHUTTERS**  
SW 2848 ROYCROFT PEWTER

**FASCIAS & EAVES**  
SW 7526 MAISON BLANCHE

**ENTRY DOOR**  
SW 7020 BLACK FOX

**GARAGE DOOR**  
SW 7020 BLACK FOX

**ROOFING**  
EAGLE ROOFING- PONDEROSA  
5689 BROWN RANGE  
OR EQUAL

**STONE VENEER**  
CORONADO- ARTISAN LEDGE  
CATHEDRAL GREY  
OR EQUAL

## SCHEME #9

**BODY STUCCO**  
SW 6150 UNIVERSAL KHAKI

**FOAM TRIM**  
SW 6413 RESTORATION IVORY

**SIDING**  
SW 9128 GREEN ONYX

**SHUTTERS**  
SW 7514 FOOTHILLS

**FASCIAS & EAVES**  
SW 6413 RESTORATION IVORY

**ENTRY DOOR**  
SW 7514 FOOTHILLS

**GARAGE DOOR**  
SW 7514 FOOTHILLS

**ROOFING**  
EAGLE ROOFING- PONDEROSA  
5502 ARCADIA- OR EQUAL

**STONE VENEER**  
CORONADO- HONEY LEDGE  
GREY QUARTZITE- OR EQUAL

# **Attachment 9**

## **White Rock Springs Ranch Design Guidelines**



# WHITE ROCK SPRINGS RANCH

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## DESIGN GUIDELINES



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Image Property of Mrs. M. J. Wilkinson, Sacramento, CA



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# VISION AND INTRODUCTION



Image from Greenlee and Associates



## PURPOSE AND OBJECTIVE

The White Rock Springs Ranch Design Guidelines is a complementary document to the Folsom Plan Area Specific Plan and the Folsom Plan Area Specific Plan Community Guidelines. The Residential Design Guidelines articulate expectations regarding the character of the built environment and are intended to promote design excellence in new residential construction. It is intended as an implementation tool for the residential development of White Rock Springs Ranch and provides the design framework for architecture, streetscene, and landscape to convey a community identity. These guidelines establish the pattern and intensity of development for White Rock Springs Ranch to ensure a high-quality and aesthetically cohesive environment. While these guidelines establish the quality of architectural and landscape development for the master plan, they are not intended to prevent alternative designs and/or concepts that are compatible with the overall project theme.

As a regulatory tool, this guideline document will assist applicants in creating single-family residential neighborhoods that reflect the City's rich history, reinforce the sense of community, and utilize sustainable best practices. This document also provides the framework for design review approval of White Rock Springs Ranch residential projects.


Projects must comply with the design principles as stated in the Guidelines. However, the design solutions, schematic drawings and programming included within this document are intended to illustrate the design intent and are not examples expected to be copied or imitated. There may be other design solutions


not shown in the Guidelines that will also result in a successful project. The Guidelines do not mandate specific architectural styles, nor do they encourage direct imitation of the past.

This document is intended to be used by builders and developers when designing their Master Plot Plans. Any project that is submitted to the White Rock Springs Ranch Design Review Committee, and the City, must be reviewed for consistency with these design guidelines. The White Rock Springs Ranch Design Review Committee and the City will review all designs, plans, and construction to ensure compliance with this document and City standards. (Refer to Section Four.) The project must then obtain Planning Commission approval under a design review approval process.

## Guiding Principles

The following guiding principles will guide the design of the White Rock Springs Ranch to ensure quality development:

- Create a community that encourages interaction and evokes a "pride of place", where people want to live.
- Encourage linkages and connectivity through land use adjacencies, trails, and open space.
- Create a walkable neighborhood.
- Encourage physical, social, and economic diversity.
-  Integrate environmentally responsible practices.

Green Building / Sustainable Design principles are identified with a leaf symbol. 



These Design Guidelines are interpretational and are, therefore, conceptual in nature. Any changes or deviations from these Design Guidelines can be discussed and negotiated with City staff. As a living document, the Guidelines can, over time, accommodate changes in lifestyles, consumer preferences, economic conditions, community desires, and the marketplace.

The architectural and landscape guidelines complement each other. Together they combine to form a distinctive master plan neighborhood offering a high quality, sustainable environment, and a sense of identity.

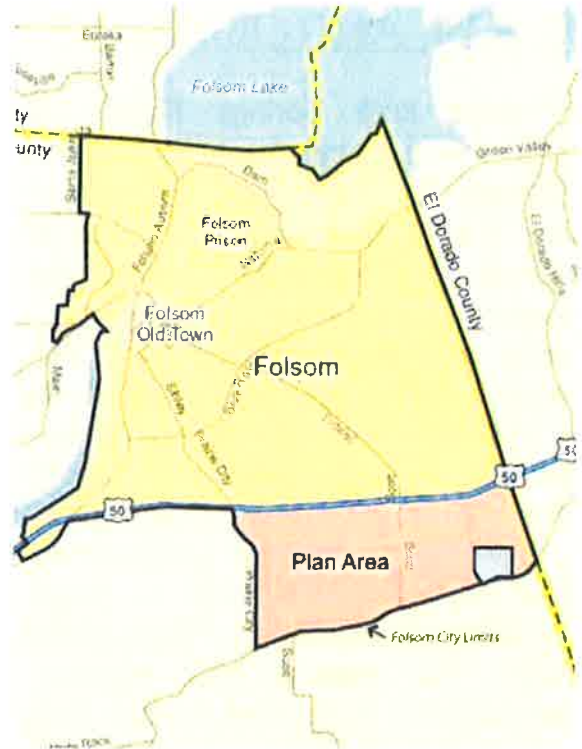


Figure 1.1. - Plan Area Location

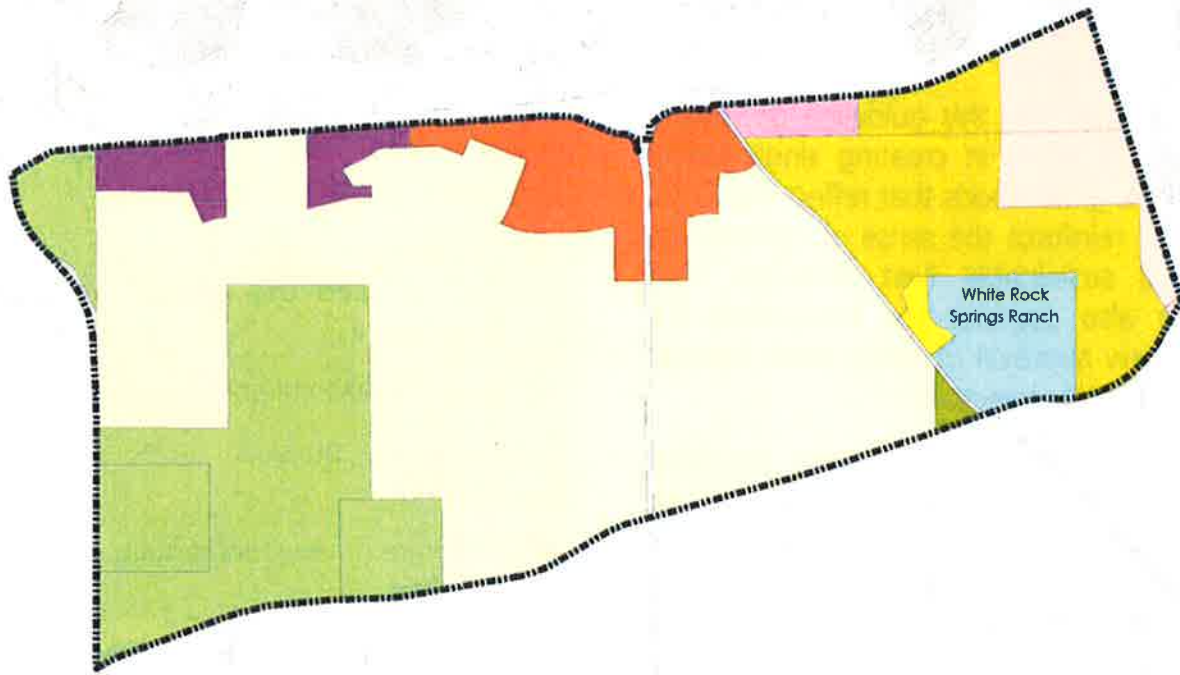


Figure 1.2. - White Rock Ranch Location

## Context

In 2011, the City of Folsom adopted The Folsom Plan Area Specific Plan (FPASP) to guide development of approximately 3,500 acres of property south of U.S. Highway 50 (Plan Area) that was later annexed to the City of Folsom in early 2012 (refer to Figure 1.1 – Plan Area Location).

White Rock Springs Ranch is located within the premier Hillside District of the Folsom Plan Area Specific Plan referred to as Folsom Ranch and consists of gently rolling hills covered with grasslands. Historically, this land has been used for cattle grazing purposes. This hilly topography is where the lower foothills of the Sierra Nevada mountain range join the Sacramento Valley floor.

White Rock Springs Ranch has sweeping views to Downtown Sacramento, Historic Folsom, and El Dorado Hills. White Rock Springs Ranch has a rich history dating back as a Pony Express stop and a rest stop for travelers on the long journey west. White Rock was identified as

a House, Hotel, and a Ranch, it's namesake White Rock was easily identified by a small outcropping of white quartz.

When completed, White Rock Springs Ranch will provide 395 home sites, an 2.3 acre recreation facility, and provide open space with cycling and walking trails. The open space will be preserved, to be enjoyed by all future residents.





# 2

## ARCHITECTURAL DESIGN GUIDELINES

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Image from Greenlee and Associates



## ARCHITECTURAL GUIDING PRINCIPLES

The following residential guiding principles will guide the architecture to ensure quality development:

- Provide a varied and interesting streetscene.
- Focus of the home is the front elevation, not the garage.
- Provide a variety of garage placements.
- Provide detail on rear elevations where visible from the public streets.
- Choose appropriate massing and roof forms to define the architectural styles.
- Ensure that plans and styles provide a degree of individuality.
- Use architectural elements and details to reinforce individual architectural styles.



GENERAL ARCHITECTURAL STYLES



## GENERAL ARCHITECTURAL GUIDELINES

### Edge Conditions

Edge conditions are situations where home sites are visible from public ways, major arterials, community perimeter edges, and open space. Side and rear elevations visible from the public realm, such as open spaces and major roadways, shall incorporate the same enhanced details used on the front elevation. Home sites that are highly visible warrant special attention to any visible building faces to present an authentic and cohesive appearance. The continuation of style-specific architectural elements from the front facade around to the side and rear elevations creates an authentic architectural statement. Blank, unadorned building faces are never permitted. The front elevation should be highly detailed; the rear elevation should exhibit the same style-specific architectural elements; typical side elevations may exhibit fewer style-specific architectural elements, while corner lots will feature the same consistent level of detail on both the side and rear elevations.

Silhouettes and massing of homes along edges require design sensitivity. A row of homes with a single front or rear facing gable are prohibited. The following should be considered and incorporated in the design of the side and rear elevations along edge conditions:

- A balance of hip and gable roof forms;
- Single-story elements;
- Offset massing or wall planes (on individual plans or between plans);
- Roof plane breaks (on individual plans or between plans);
- Use of multiple building materials;
- Varied window shapes and sizes;
- Detail elements (as listed under each architectural style) used on the front elevation shall be applied to the side and rear elevations.



MAP OF LOTS WITH EDGE CONDITIONS



**LEGEND**

Symbol	Description
	Side-yard Edge Condition
	Rear-yard Edge Condition



## Roof Forms

Rows of homes seen along major community roadways are perceived by their contrast against the skyline or background. The dominant impact is the shape of the building and roofline. To minimize the visual impact of repetitious flat planes, similar building silhouettes and similar ridge heights, discernibly different roof plans for each home plan shall be designed. Individual roof plans may be simple but, between different plans, should exhibit variety by using front to rear, side-to-side, gables, hipped roofs, and/or the introduction of single story elements.

The following roof design guidelines should also be considered:

- Provide a mix of gable and hip roofs along the streetscene.
- Design roofs for maximum solar exposure for the potential installation of solar features.
- Consider deep overhangs where appropriate to the style to provide additional shade and interior cooling.
- Offset roof planes, eave heights, and ridge lines.

## Corner Buildings

Buildings located on corners often times function as neighborhood entries and highlight the architecture for the overall White Rock Springs Ranch community. Buildings located on corners shall include one of the following:

- Front and side facade articulation using materials that wrap around the corner-side of the building;
- Awning on corner side;
- Home entry on corner side; garage side plotting of homes is prohibited on corners; architecturally enhanced corner treatment is encouraged;
- Corner facing garage;
- A pop-out side hip, gable, or shed form roof;
- An added single-story element, such as a wrap-around porch or balcony;
- Recessed second-story (up to 35' max.); or
- Balcony on corner side.



ROOF FORMS AND CORNER BUILDING EXAMPLES



## Front Elevations

Front elevations shall be detailed to achieve a variety along the street scene. Each front elevation shall incorporate a Feature Window treatment (see Feature Window requirements on page 2-6). In addition, each front elevation shall incorporate one or more of the following techniques:

- Provide enhanced style-appropriate details on the front elevation.
- Offset the second story from the first level for a portion of the second story.
- Vary the wall plane by providing projections of elements such as bay windows, porches, and similar architectural features.
- Create recessed alcoves and/or bump-out portions of the building.
- Incorporate second-story balconies.
- Create interesting entries that integrate features such as porches, courtyards, large recessed entry alcoves, or projecting covered entries with columns.
- Use a minimum of two building materials or colors on the front elevation.





FRONT ELEVATION EXAMPLES





## Feature Windows

All front and visible edge elevations shall incorporate one Feature Window treatment that articulates the elevation. Feature Window options include:

- A window of unique size or shape;
- Picture window;
- A bay window projecting a minimum of 24 inches, or a 12 inch pop-out surround;
- A window with a substantial surround matching or contrasting the primary color of the home;
- A window recessed a minimum of 2 inches;
- Decorative iron window grilles;
- Decorative window shelves or sill treatments;
- Grouped or ganged windows with complete trim surrounds or unifying head and/or sill trim;
- A Juliet balcony with architectural style appropriate materials;
- Window shutters; or
- Trellis protruding a minimum of 12 inches from the wall plane of the window.

## Windows

Windows on south-facing exposures should be designed, to the greatest extent possible, to maximize light and heat entering the home in the winter, and to minimize light and heat entering in the summer. 

West-facing windows should be shaded where feasible to avoid prolonged sun exposure/overheating of the homes. 

Shading alternatives for west-facing shall be complementary to and appropriate for the architectural style of the home. Shading alternatives may include:

- Trellises as described above;
- Applied shed roof elements over windows;
- Cloth, metal, or wood awnings as appropriate to the building's architectural style



FEATURE WINDOW EXAMPLES



Example of a Juliet Balcony



Example of Decorative Sills and Shutters



Example of a Feature Window



## Garage Door Treatments

Appropriate treatment of garage doors will further enhance the building elevation and decrease the utilitarian appearance of the garage door. Various garage door patterns, windows, and/or color schemes should be applied as appropriate to individual architectural styles, where feasible.

- Garage doors shall be consistent with the architecture of the building to reduce the overall visual mass of the garage.
- Garage doors shall be recessed from the wall plane.
- All garage doors shall be automatic section roll-up doors.
- Where appropriate, single garage doors are encouraged.
- Carriage-style garage doors of upgraded design are encouraged.

## *Street Facing Garages*

All street facing garages should vary the garage door appearance along the streetscene. Below are options for the door variety:

- Vary the garage door pattern, windows, and/or color as appropriate to individual architectural styles.
- Use an attached overhead trellis installed beneath the garage roof fascia and/or above garage door header trim.
- Span the driveway with a gated element or overhead trellis.
- Provide a porte cochere.
- Street facing garages on corner lots at neighborhood entries shall be located on the side of the house furthest away from the corner.

# GARAGE DOOR TREATMENT EXAMPLES



Porte Cochere with Garage at Rear of House



Example of Separated Three Car Garage



Example of Separated Three Car Garage



## Building Forms

Building form, detail, and placement greatly influences how a structure is perceived based on how light strikes and frames the building. The effect of sunlight is a strong design consideration, as shadow and shade can lend a sense of substance and depth to a building. The following elements and considerations can be used to facilitate the dynamic of light and depth perception of the building.

### *Architectural Projections*

Projections can create shadow and provide strong visual focal points. This can be used to emphasize design features such as entries, major windows, or outdoor spaces. Projections are encouraged on residential building forms. Projections may include, but are not limited to:

- Awnings (wood, metal, cloth)
- Balconies
- Shutters
- Eave overhangs
- Projecting second- or third-story elements
- Window/door surrounds
- Tower elements
- Trellis elements
- Recessed windows
- Porch elements
- Bay windows or dormers
- Shed roof elements

## *Offset Massing Forms*

Front and street-facing elevations may have offset masses or wall planes (vertically or horizontally) to help break up the overall mass of a building.

- Offset forms are effective in creating a transition:
  - Vertically between stories, or
  - Horizontally between spaces, such as recessed entries.
- Offset massing features are appropriate for changes in materials and colors.
- Offsets should be incorporated as a functional element or detail enhancement.
- Over-complicated streetscenes and elevations should be avoided.
- Streetscenes should provide a mix of simple massing elevation with offset massing elements to compose an aesthetic and understandable streetscape.



*Floor Plan Plotting*

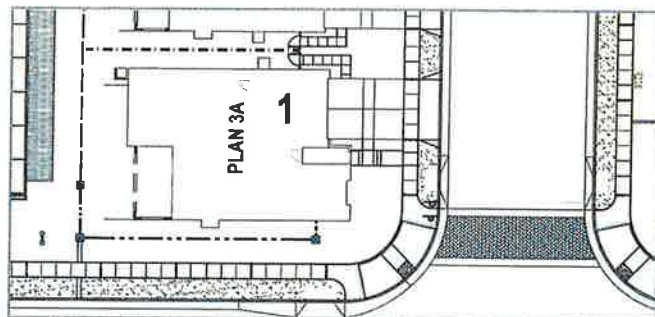
In each single-family detached neighborhood with a **minimum** of up to 50 homes, provide:

- Three floor plans.
- Two elevations for each floor plan using a minimum of **two** architectural styles. If only two styles are selected, elevations shall be significantly different in appearance.
- A minimum of three different color schemes for each floor plan.

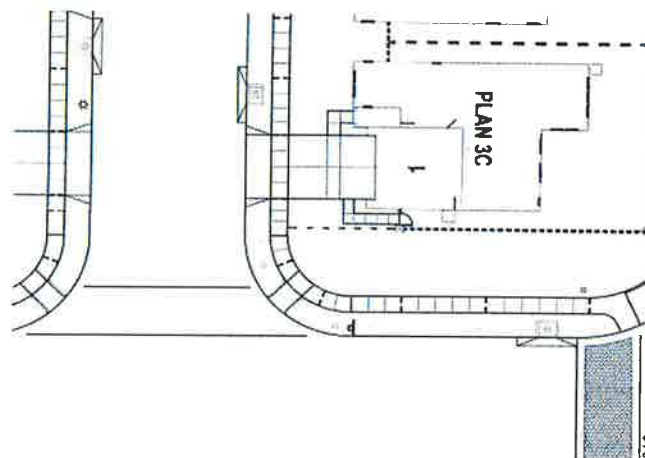
In each single-family detached neighborhood with **more** than 50 homes, provide:

- Four floor plans.
- Three elevations for each floor plan using a minimum of **three** architectural styles. Elevations shall be significantly different in appearance.
- A minimum of three different color schemes for each floor plan.

In each single-family detached neighborhood, street facing garages on corner lots at neighborhood entries shall be located on the side of the house furthest away from entry corner, per the examples shown to the right.



Examples of **preferred** Corner Lot Street Facing Garage Placement



Examples of **undesirable** Corner Lot Street Facing Garage Placement



### *Style Plotting*

To ensure that architectural variety occurs, similar elevations cannot be plotted adjacent to or immediately across the street from one another. Two of the same floor plan/elevations shall not be plotted next to each other or directly across the street from one another. This avoids repetition and helps to convey the idea that a neighborhood has been built over time. (Refer to Section Four for Design Review process.) The following describes the minimum criteria for style plotting:

- For a home on a selected lot, the same floor plan and elevation is not permitted on the lot most directly across from it and the one lot on either side of it.
- Identical floor plans may be plotted on lots across the street from each other provided a different elevation style is selected for each floor plan.

### *Color Criteria*

To ensure variety of color schemes, like color schemes cannot be plotted adjacent to or immediately across the street from on another. Color and material sample boards shall be submitted for review along with the Master Plot Plan. (Refer to Section Four.)

A color scheme for a home on a selected lot may not be repeated (even if on a different floor plan) on the three lots most directly across from it and on the single lot to each side of it.



Example of a Variety of Architectural Styles





### *Lower Height Elements*

Lower height elements are important to streetscene variety, especially for larger buildings or masses, as they articulate massing to avoid monotonous single planes. These elements also provide a transition from the higher story vertical planes to the horizontal planes of sidewalk and street, and help to transition between public and private spaces. Lower height elements are encouraged to establish pedestrian scale and add variety to the streetscene. Lower height elements may include any one of the following, but are not limited to:

- Porches
- Entry features
- Interior living spaces
- Courtyards
- Bay windows
- Trellises



### *Balconies*

Balconies break up large wall planes, offset floors, create visual interest to the facade, provide outdoor living opportunities, and adds human scale to a building. Scaled second story balconies can have as much impact on stepped massing and building articulation as a front porch or lower height elements. Balcony elements:

- May be covered or open, recessed into or projecting from the building mass.
- Shall be an integral element of, and in scale with, the building mass, where appropriate.
- Are discouraged from being plotted side-by-side at the same massing level (i.e. mirrored second-story balconies).



### Roof Considerations

Composition and balance of roof forms are as definitive of a streetscape as the street trees, active architecture, or architectural character.

- Rooflines and pitches, ridgelines and ridge heights should create a balanced form to the architecture and elevation.
- Direction of ridgelines and/or ridge heights should vary along a streetscene.
- Roof overhangs (eaves and rakes) may be used as projections to define design vocabulary and create light and shade patterns.
- Hip, gable, shed, and conical roof forms may be used separately or together on the same roof or streetscene composition.
- Roof form and pitch shall be appropriate to the massing and design vocabulary of the home.

### Outdoor Living Spaces

Outdoor living spaces, including porches, balconies, and courtyards, activate the streetscene and promote interaction among neighbors. Outdoor living spaces can also create indoor/outdoor environments opening up the home to enhance indoor environmental quality. Wherever possible, outdoor living space is encouraged.



## Materials

The selection and use of materials has an important impact on the character of each neighborhood and the community as a whole. Wood is a natural material reflective of many architectural styles; however, maintenance concerns, a design for long-term architectural quality and new high-quality manufactured alternative wood materials make the use of real wood elements less desirable. Where "wood" is referred to in these guidelines, it can also be interpreted as simulated wood trim with style-appropriate wood texture. Additionally, some styles can be appropriately expressed without the wood elements, in which case stucco-wrapped, high-density foam trim (with style-appropriate stucco finish) is acceptable. Precast elements can also be satisfied by high-density foam or other similar materials in a style-appropriate finish.

- Brick, wood, and stone cladding shall appear as structural materials, not as applied veneers.
- Material changes should occur at logical break points.
- Columns, tower elements, and pilasters should be wrapped in its entirety.
- Materials and colors should be varied to add texture and depth to the overall character of the neighborhood.
- The use of flashy or non-traditional materials or colors that will not integrate with the overall character of the community is prohibited.
- Material breaks at garage corners shall have a return dimension equal to or greater than the width of the materials on the garage plane elevation.

- Use durable roofing and siding materials to reduce the need for replacement.
- Use local, recycled and/or rapidly renewable materials to conserve resources and reduce energy consumption associated with the manufacturing and transport of the materials. (Refer to Section Four for Design Review process.)



## Exterior Structures

Exterior structures, including but not limited to, porches, patio covers, and trellises shall reflect the character, color, and materials of the building to which they are related.

- Columns and posts should project a substantial and durable image.
- Stairs should be compatible in type and material to the deck and landing.
- Railings shall be appropriately scaled, consistent with the design vernacular of the building, and constructed of durable materials.
- Exposed gutters and downspouts shall be colored to complement or match the fascia material or surface to which they are attached.

## Accessory Structures

Accessory structures should conform to the design standards, setbacks, and height requirements of the Folsom Municipal Code. If visible to the public realm from the front, side or rear lot line, the accessory structure shall include the same detail-style elements used in the primary structure's architecture.



## Lighting

Appropriate lighting is essential in creating a welcoming evening atmosphere for the White Rock Springs Ranch community. As a forward-thinking community, White Rock Springs Ranch will institute dark sky recommendations to mitigate light pollution, cut energy waste, and protect wildlife. All lighting shall be aesthetically pleasing and non-obtrusive, and meet the dark sky recommendations.

- All exterior lighting shall be limited to the minimum necessary for public safety.
- All exterior lighting shall be shielded to conceal the light source, lamp, or bulb. Fixtures with frosted or heavy seeded glass are permitted.
- Each residence shall have an exterior porch light at its entry that complements the architectural style of the building.
- Where feasible, lighting should be on a photocell or timer.
- Low voltage lighting shall be used whenever possible.

## Address Numbers

To ensure public safety and ease of identifying residences by the Fire and Police Departments, address numbers shall be lighted or reflective and easily visible from the street.



## RESIDENTIAL ARCHITECTURAL STYLES

White Rock Springs Ranch is envisioned as a sustainable, contemporary community where architectural massing, roof forms, detailing, walls, and landscape collaborate to reflect historic, regional, and climate-appropriate styles.

The design criteria established in this section encourages a minimum quality design and a level of style through the use of appropriate elements. Although the details are important elements that convey the style, the massing and roof forms are essential to establishing a recognizable style. The appropriate scale and proportion of architectural elements and the proper choice of details are all factors in achieving the architectural style.

The following styles can be used within White Rock Springs Ranch:

- Spanish Colonial
- Monterey
- Western Farmhouse
- Craftsman
- California Ranch
- California Wine Country
- California Prairie

Additional architectural styles compatible with the intent of these guidelines and the neighborhood vision will be reviewed and approved by the Architectural Review Committee on a case by case basis.

The following pages provide images and individual “style elements” that best illustrate and describe the key elements of each style. They are not all mandatory elements, nor are they a comprehensive list of possibilities. Photographs of historic and current interpretations of each style are provided to inspire and assist the designer in achieving strong, recognizable architectural style elevations. The degree of detailing and/or finish expressed in these guidelines should be relative to the size and type of building upon which they are applied.

These images are for concept and inspiration only and should not be exactly replicated.



## SPANISH COLONIAL

This style evolved in California and the southwest as an adaptation of Mission Revival infused with additional elements and details from Latin America. The style attained widespread popularity after its use in the Panama-California Exposition of 1915.

Key features of this style were adapted to the California lifestyle. Plans were informally organized around a courtyard with the front elevation very simply articulated and detailed. The charm of this style lies in the directness, adaptability, and contrasts of materials and textures.

### *Spanish Colonial Style Elements:*

- Plan form is typically rectangular or "L"-shaped.
- Roofs are typically of shallower pitch with "S" or barrel tiles and typical overhangs.
- Roof forms are typically comprised of a main front-to-back gable with front-facing gables.
- Wall materials are typically stucco.
- Decorative "wood" beams or trim or typical.
- Segmented or full-arch elements are typical in conjunction with windows, entry, or the porch.
- Round or half-round tile profiles are typical at front-facing gable ends.
- Arcades are sometimes utilized.
- Windows may be recessed, have projecting head or sill trim, or be flanked by plank-style shutters.
- Decorative wrought-iron accents, grille work, post or balcony railing may be used.



SPANISH COLONIAL EXAMPLES



## MONTEREY

The Monterey style is a combination of the original Spanish Colonial adobe construction methods with the basic two-story New England colonial house. Prior to this innovation in Monterey, all Spanish colonial houses were of single story construction.

First built in Monterey by Thomas Larkin in 1835, this style introduced two story residential construction and shingle roofs to California. This Monterey style and its single story counterpart eventually had a major influence on the development of modern architecture in the 1930's.

The style was popularized by the used of simple building forms. Roofs featured gables or hips with broad overhangs, often with exposed rafter tails. Shutters, balconies, verandas, and porches are integral to the Monterey character. Traditionally, the first and second stories had distinctly different cladding material; respectively siding above with stucco and brick veneer base below.

The introduction of siding and manufactured materials to the home building scene allowed for the evolution of the Monterey home from strictly Spanish Adobe construction to a hybrid of local form and contemporary materials. Siding, steeper pitched flat tile roofing, and the cantilevered balcony elements on the Monterey house define this native California style.

### *Monterey Style Elements:*

- Plan form is typically a simple two-story box.
- Roofs are typically shallow to moderately pitched with flat concrete tile or equal; "S" tile or barrel tile are also appropriate.
- Roof forms are typically a front-to-back gable with typical overhangs.
- Wall materials are typically comprised of stucco, brick, or siding.
- Materials may contrast between first and second floors.
- A prominent second-story cantilevered balcony is typically the main feature of the elevation; two-story balconies with simple posts are also appropriate.
- Simple Colonial corbels and beams typically detail roof overhangs and cantilevers.
- Balcony or porch is typically detailed by simple columns without cap or base trim.
- Front entry is typically traditionally pedimented by a surround, porch, or portico.
- Windows are typically accented with window head or sill trim of colonial-style and louvered shutters.





MONTEREY EXAMPLES



## WESTERN FARMHOUSE

The Farmhouse represents a practical and picturesque country house. Its beginnings are traced to both Colonial styles from New England and the Midwest. As the American frontier moved westward, the American Farmhouse style evolved according to the availability of materials and technological advancements, such as balloon framing.

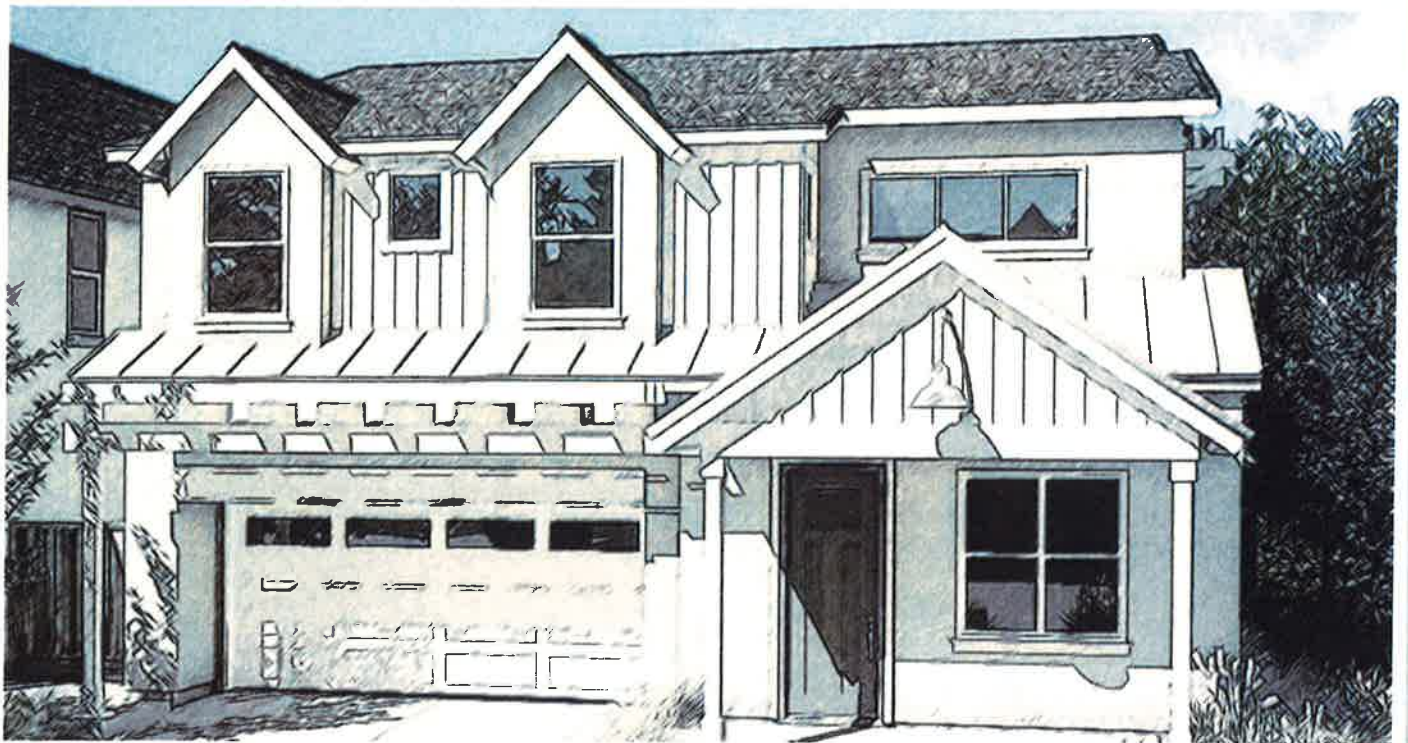
Predominant features of the style are large wrapping front porches with a variety of wood columns and railings. Two story massing, dormers, and symmetrical elevations occur most often on the New England Farmhouse variations. The asymmetrical, casual cottage look, with a more decorated appearance, is typical of the Western American Farmhouse. Roof ornamentation is a characteristic detail consisting of cupolas, weather vanes, and dovecotes.

### *Western Farmhouse Style Elements:*

- Plan form is typically simple.
- Roofs are typically of steeper pitch with flat concrete tiles or equal.
- Roof forms are typically a gable roof with front-facing gables and typical overhangs.
- Roof accents sometimes include standing-seam metal or shed forms at porches.
- Wall materials may include stucco, horizontal siding, and brick.
- A front porch typically shelters the main entry with simple posts.
- Windows are typically trimmed in simple colonial-style; built-up head and sill trim is typical.
- Shaped porch columns typically have knee braces.



WESTERN FARMHOUSE EXAMPLES



## CRAFTSMAN

Influenced by the English Arts and Crafts movement of the late 19th century and stylized by California architects like Bernard Maybeck in Berkeley and the Greene brothers in Pasadena, the style focused on exterior elements with tasteful and artful attention. Originating in California, Craftsman architecture relied on the simple house tradition, combining hip and gable roof forms with wide, livable porches, and broad overhanging eaves. The style was quickly spread across the state and across the country by pattern books, mail-order catalogs, and popular magazines.

Extensive built-in elements define this style, treating details such as windows and porches as if they were furniture. The horizontal nature is emphasized by exposed rafter tails and knee braces below broad overhanging eaves constructed in rustic-textured building materials. The overall effect was the creation of a natural, warm, and livable home of artful and expressive character. Substantial, tapered porch columns with stone piers lend a Greene character, while simpler double posts on square brick piers and larger knee braces indicate a direct Craftsman reference to the style of California architect Bernard Maybeck.

### *Craftsman Style Elements:*

- Plan form is typically a simple box.
- Roofs are typically of shallower pitch with flat concrete tiles or equal and exaggerated eaves.
- Roof forms are typically a side-to-side gable with cross gables.
- Roof pitch ranges from 3:12 to 5:12 typically with flat concrete tiles or equal.
- Wall materials may include stucco, horizontal or shingle siding, and stone.
- Siding accents at gable ends are typical.
- A front porch typically shelters the main entry.
- Exposed rafter tails are common under eaves.
- Porch column options are typical of the Craftsman style:
  - Battered tapered columns of stone, brick, or stucco
  - Battered columns resting on brick or stone piers (either or both elements are tapered)
  - Simpler porch supports of double square post resting on piers (brick, stone, or stucco); piers may be square or tapered.
- Windows are typically fully trimmed.
- Window accents commonly include dormers or ganged windows with continuous head or sill trim.



CRAFTSMAN EXAMPLES



## CALIFORNIA RANCH

A building form rather than an architectural style, the Ranch is primarily a one-story rambling home with strong horizontal lines and connections between indoor and outdoor spaces. The "U"- or "L"-shaped open floor plan focused on windows, doors, and living activities on the porch or courtyard. The horizontal plan form is what defines the Ranch.

The applied materials, style, and character applied to the Ranch have been mixed, interpreted, adapted, and modernized based on function, location, era, and popularity.

This single-story family oriented home became the American dream with the development of tract homes in the post-World War II era. Simple and affordable to build, the elevation of the Ranch was done in a variety of styles. Spanish styling with rusticated exposed wood beams, rafter tails under broad front porches, and elegantly simple recessed windows were just as appropriate on the Ranch as the clean lines of siding and floor to ceiling divided-light windows under broad overhanging laminate roofs.

Details and elements of the elevation of a Ranch should be chosen as a set identifying a cohesive style. Brick and stucco combinations with overly simple sill trim under wide windows with no other detailing suggests a Prairie feel, while all stucco, recessed windows, and exposed rusticated wood calls to mind a Hacienda ranch.

### *California Ranch Style Elements:*

- Plan form is typically one-story with strong horizontal design.
- Roofs are typically shallow pitched with "S" tile, barrel tile, or flat concrete tile.
- Roof forms are typically gable or hip with exaggerated overhangs.
- Wall materials are commonly comprised of stucco, siding, or brick.
- A porch, terrace, or courtyard is typically the prominent feature of the elevation.
- Exposed rafter tails are typical.
- Porch is commonly detailed by simple posts or beams with simple cap or base trim.
- Front entry is typically traditionally pedimented by a surround, porch, or portico.
- Windows are typically broad and accented with window head and sill trim, shutters, or are recessed.
- A strong indoor/outdoor relationship joined by sliding or French doors, or bay windows is common.



CALIFORNIA RANCH EXAMPLES



## CALIFORNIA WINE COUNTRY

California Wine Country architecture is typically a simple structure that takes advantage of 360 degree views while staying true to the nature of the land. This rustic and sophisticated style is appreciative of the surrounding topography and softens the lines between indoor and outdoor living. The California Wine Country style is diverse and borrows details from Tuscan and European architecture and reworks them into something that is particularly California. This casual and sophisticated style incorporates the agricultural vernacular into the structure and creates a form that is luxurious yet approachable.

### *California Wine Country Style Elements:*

- Simple rectangular form may be layered to create casual massing; often asymmetrical.
- Low-pitched gabled primary roofs (3:12 to 5:12) are common.
- Shed porches are typical.
- Roofs are typically barrel tile or "S"-tile.
- Exposed rafter tails enhance an elevation.
- Stucco can be the primary wall material, but overgrouted stone or brick is also common.
- Windows with head and sill trim or full surrounds are typical.
- Rustic column posts and wood railings are typical.
- A massive chimney (battered or tapered) clad in stucco, stone, or brick is common.
- Wood trellises, shutters, and/or applied sheds over windows are typical details.





CALIFORNIA WINE COUNTRY EXAMPLES



## CALIFORNIA PRAIRIE

The Prairie style, generated by the Chicago Prairie School movement, is organic in nature and integrated with the land, and uses natural materials and abstracted natural forms. Its strong horizontal lines, low-pitched roof with large overhanging eaves, and windows assembled in horizontal bands are indicative of this style. The Prairie style is also known for incorporating open floor plans within the home. The California Prairie style will add a strong horizontal aspect within the White Rock Springs Ranch community.

### *California Prairie Style Elements:*

- Form is one or two-story with strong horizontal massing.
- Secondary masses are perpendicular to the primary forms.
- Roofs are long horizontal low-pitched hip roofs with large overhanging eaves that emphasize the horizontal planes.
- Roof overhangs are 36" minimum.
- Roof pitch ranges from 3.5:12 to 4:12 typically with flat concrete tiles or equal.
- Stucco walls with ledge stone or masonry is typical.
- Extensive use of ledge stone or brick to emphasize the horizontal planes is indicative of the Prairie style.
- Square or rectangular windows with wood trim may be grouped to emphasize the geometry of the building form.
- Ribbons of windows arranged in horizontal bands is common.
- Massive chimney forms wrapped in stone or brick is an enhanced detail of this style.
- Terraces covered by the primary roof form with large rectilinear stone piers for roof support is typical.



CALIFORNIA PRAIRIE EXAMPLES



# 3

## LANDSCAPE DESIGN GUIDELINES

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Image from Greenlee and Associates

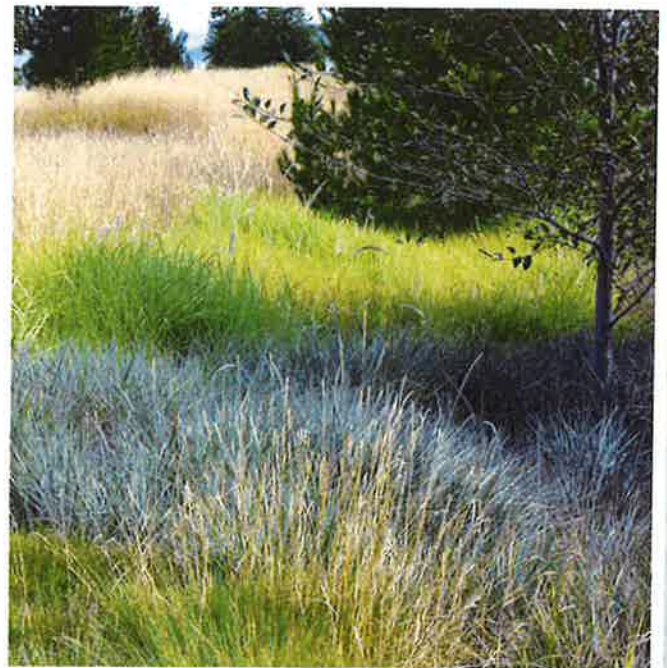
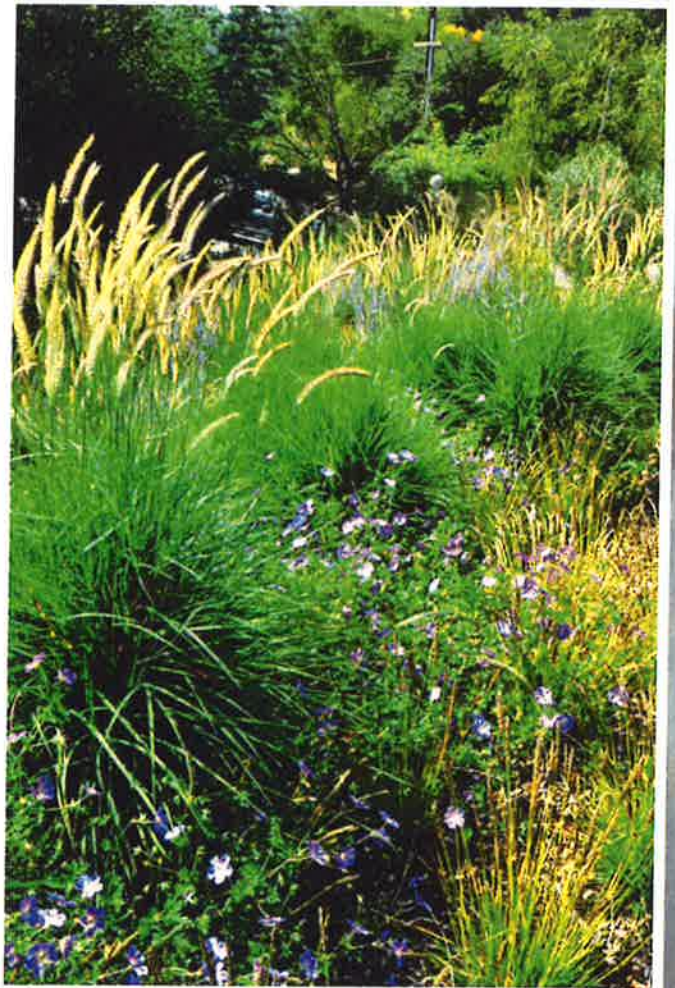


## GUIDING LANDSCAPE DESIGN PRINCIPLES

### Sustainable Landscape Design

Through thoughtful, sensitive design, White Rock Springs Ranch can be developed to conserve valuable resources and create a noteworthy community within the City of Folsom. Sustainable landscape design links natural and built systems to achieve balanced environmental, social, and economic outcomes and improves quality of life, and the long-term health of communities and the environment. Sustainable landscape balances the needs of people and the environment to benefit both. Landscape Architects are encouraged to research alternative possibilities and incorporate them into any Model Home Complex and community common area landscape design. The following is a list of various 'sustainable' features and practices to be used and/or considered for the White Rock Springs Ranch Development at the improvement plan phase/level.

-  Incorporate a water management system utilizing up-to-date best management practices that allows groundwater to recharge.
-  Encourage the use of low toxic wood preservatives (no CCA), or naturally rot-resistant wood for landscaping.
-  Choose low water, drought tolerant, and/or native plants that match the micro climate, and soil conditions. (Refer to Plant Matrix herein)
-  Select plants that are "non-invasive" according to the current California Invasive Plant Inventory, published by the California Invasive Plant Council.



- Design landscape and plant spacing to allow for plants to reach mature size. Using appropriate sizes and the thoughtful placing of plants prevents overgrowth and future thinning, reducing the amount of material sent to the landfill.
- Locate plants to ensure proper drainage and to reduce potential damage to buildings.
- Reuse soils from the site, if appropriate, as horticultural soils.
- Maintain and/or improve soil health through responsible management including nurturing soil with organic matter, reducing synthetic fertilizer use, and restoration to sustain protected and future ecosystems.
- Use integrated pest management to control or eliminate pesticide and toxic chemical use.
- Create and/or maintain wildlife habitat.
- Increase tree cover to provide shade in developed areas to reduce energy demand, mitigate solar heat gain into buildings, and to reduce the amount of heat absorbed by paved areas.
- Plant deciduous trees on the south side of buildings to allow for increased solar heat gain in winter months (thereby reducing energy needed for heating interiors) and shading in summer months (thereby reducing energy needed for cooling interiors).
- Minimize the use of large turf areas (except within parks) as permitted by AB1881 Water Use Analysis, turf in parkway and residential front yard is prohibited.
- Utilize weather and climate-smart irrigation controllers.

- Design irrigation zones to suit plant requirements and incorporate high-efficiency nozzles.
- Use sustainable materials in landscape construction and site furnishing selections including, but not limited to, recycled materials, environmentally preferable/responsible products, materials that can be recycled, certified “green” products, and locally available or locally manufactured products.
- Use nitrogen-fixing plants to reduce fertilizer use.
- Create natural looking designs to reduce maintenance required.
- Water conservation (xeriscape, rain gardens, grouping plants with similar requirements).
- Control water runoff, clean runoff, and recharge groundwater aquifers (bioswales, rain gardens, green roofs).



Example of Drip Irrigation Before Mulch Application



## COMMUNITY DESIGN THEME/ LANDSCAPE CHARACTER

Landscaping plays an important role in establishing the visual identity and character of the White Rock Springs Ranch Community. Consistency in theme and the application of major community-level design elements, such as enhanced entry with iconic monumentation, upgraded hardscape and supportive landscape, arterial street parkways, thoughtful specifications of walls, fences and pilasters, adjacent community interface with improved edge conditions, and site-specific plant and hardscape materials similar to the White Rock formation as a design element to be maintained throughout the White Rock Springs Ranch development to communicate and enhance the community's identity.

White Rock Springs Ranch embraces a sustainable/ "no turf" waterwise theme, there by prohibiting turf parkways and turf within residential front yards. Careful thought has been given to integrate the structural and aesthetic elements of a balanced, cohesive landscape community. The sustainable waterwise theme is appropriate to the community's locale, and embrace the challenges California is facing with the drought. This theming will tie the community together by the use of native grass or groundcover parkways while enabling neighborhoods and mixed-use areas to further develop their individual character through their own unique elements.

Several identifying design and landscape elements will be incorporated throughout the community and will generally include:

- Native Grass or low water groundcover parkways



- “Turf free” zones within residential front yard
- Grasses/ Heritage Trees/ CA friendly/ Low water use plant material.
- Natural landscaped areas blended with manicured landscaping.
- Varied hardscape paving materials, including stone, concrete, wood, decomposed granite, and concrete pavers.
- The only areas where turf will be permitted is within residential rear yards and the recreation facility.

White Rock Springs Ranch is a single family detached home planned community that is inspired by the unique character of the City of Folsom and enhances its distinct identity. Like California itself, the design intent and architecture is an eclectic and colorful mix of various influences from across the United States. This community offers its residents an environment in which pedestrian connectivity, recreational activity, and social interaction are fostered. The residential neighborhoods within White Rock Springs Ranch focus on



Example of Park and Open Space Concept

these aspects by providing generous landscape setbacks, residences oriented to the street, widened pathways/trails, exercise amenities along trails, public gathering areas, and an enhanced recreation facility.

Thematic elements are major project improvements that occur at the community or neighborhood level, and assist in establishing the overall design theme for the White Rock Ranch community. These major thematic elements will be reinforced within the following:

- Monumentation/ Signage
- Streetscape Landscape
- Enhanced Masonry Vertical Elements
- Enhanced Hardscape
- Enhanced Community Edge Conditions
- Open Space, Parks and Recreation Facilities
- Lighting/ Street Furniture Family
- Walls and Fences
- Landscaping/ Plant Palette

These thematic elements will commonly occur throughout the community and will unite White Rock Springs Ranch under a common design vocabulary. General design guidelines and design criteria for the community theme elements are contained in the sections that follow.





## COMMUNITY IDENTITY PLAN MONUMENTATION

Appropriate community and residential neighborhood thematic identification is important in establishing this new community and maintaining the overall White Rock Ranch theme, as well as providing a system for identifying community development and giving directional information to residents and visitors. A general conceptual Community Identity Signage/Monumentation Key Program is provided herein on page 3-6.

Entry monument signage, through decorative typefaces and symbolic graphics, will inform the visitor that they are entering a planned community. Project and neighborhood signage will direct visitors who have entered White Rock Springs Ranch towards the distinct community components and amenities. Monument signage will be consistent with the character of the project, but flexible enough to respond to individual project contexts. Logos, type styles, color schemes, and architectural features should be consistent throughout the area being identified. Monument signs may vary in size and detail in a manner that reflects their relative importance within the signage hierarchy, but will incorporate all the materials proposed within the major community monumentation.

Monumentation Materials	
Stone Veneer:	Realstone Systems Silver Alabaster Shadowstone (Premium)
Precast/ Poured-in-place Concrete Cap:	Davis Color- Yosemite Brown #641- 3 lbs
Tall Wing Wall and Pottery Base:	Davis Color- Mesa Buff #5447- 2 lbs
Low Wing Wall:	Davis Color- Yosemite Brown #641- 3 lbs





### Materials:

- Natural Stone
- Precast Colored Concrete Cap
- Poured-in-place Colored Concrete
- Container Pot with complementary plants
- Brass plate for logo/project name or dense foam letters painted with brass-colored paint to emulate brass
- Specimen Trees with complementary plant material selections



## Community Identity Signage/ Monumentation Key Map

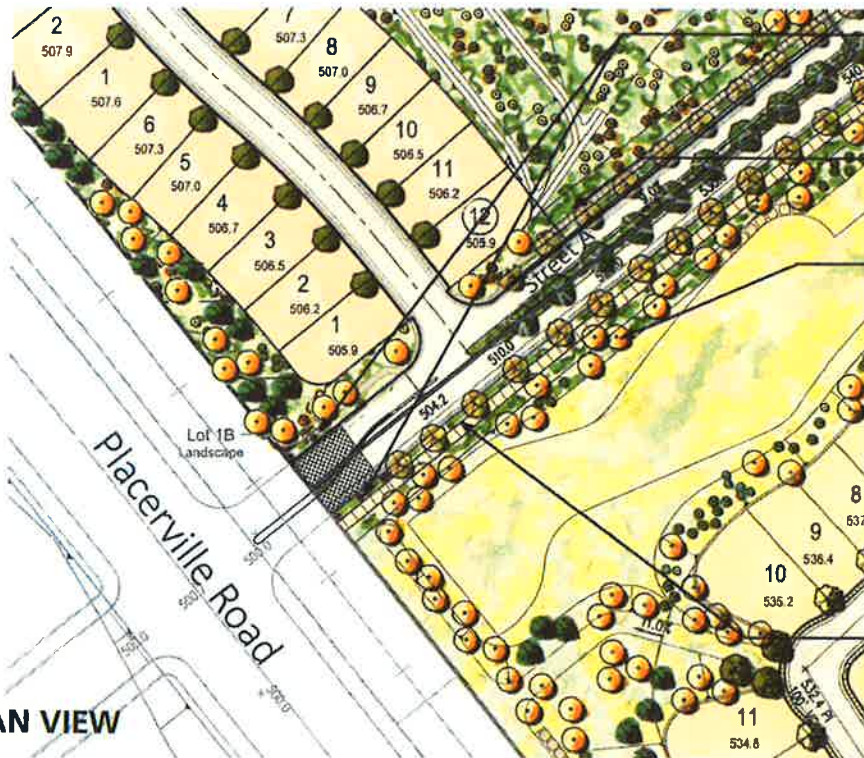
Legend

Symbol	Description
	Primary Project Entry Monumentation
	Primary Neighborhood Entry Monumentation
	Recreation Facility Monumentation
	Trailhead Monumentation



## Primary Project Entry Monumentation

The Primary Project Entry Monumentation will be the landmark of the new community and establish a unifying community identity while providing a strong statement of community and commitment to sustainability.



Primary Project Entry Monumentation

Sidewalk

Large Canopy Trees

Parkway

PLAN VIEW



PERSPECTIVE



## Primary Neighborhood Entry Monumentation

Primary Neighborhood Entry Monumentation will be used to identify the various residential neighborhood entry points within the White Rock Springs Ranch community. The neighborhood entry signage monument incorporates design elements of stone, precast concrete capping, large focal trees with supporting vertical accent trees entry statement, groundcover/shrub planting, annual color, and enhanced paving.



PLAN VIEW

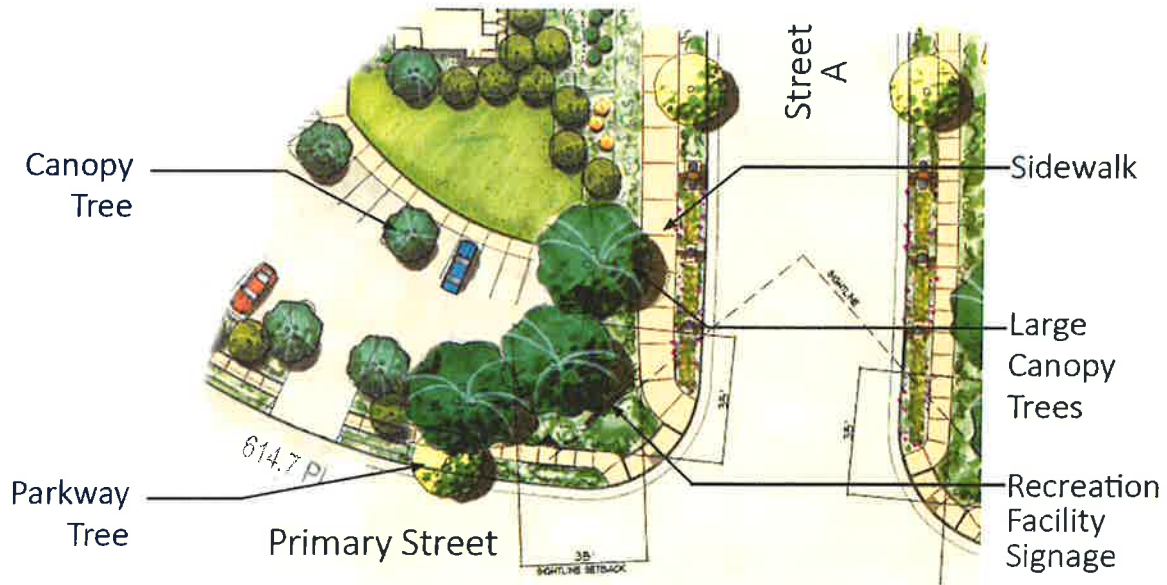


PERSPECTIVE



## Recreation Facility Monumentation

Recreation Facility Monumentation will be used to identify the entry point for the Recreation/ Open Space within the White Rock Springs Ranch community where residents and visitors can enjoy the amenities of the community. The signage monument incorporates design elements of stone, precast concrete capping, specimen trees, groundcover/shrub planting, and annual color.

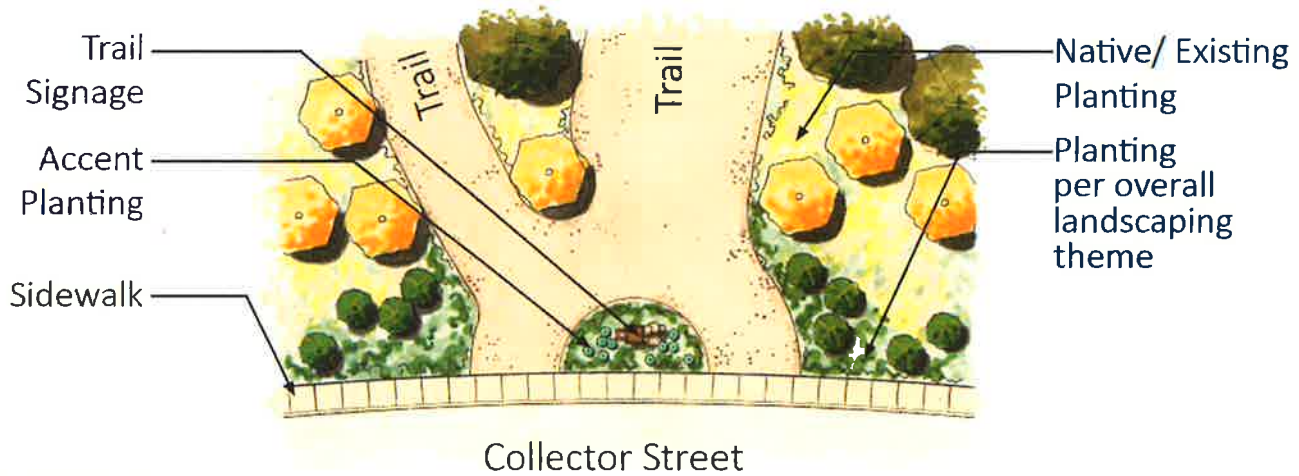


### PLAN VIEW



## Trailhead Monumentation

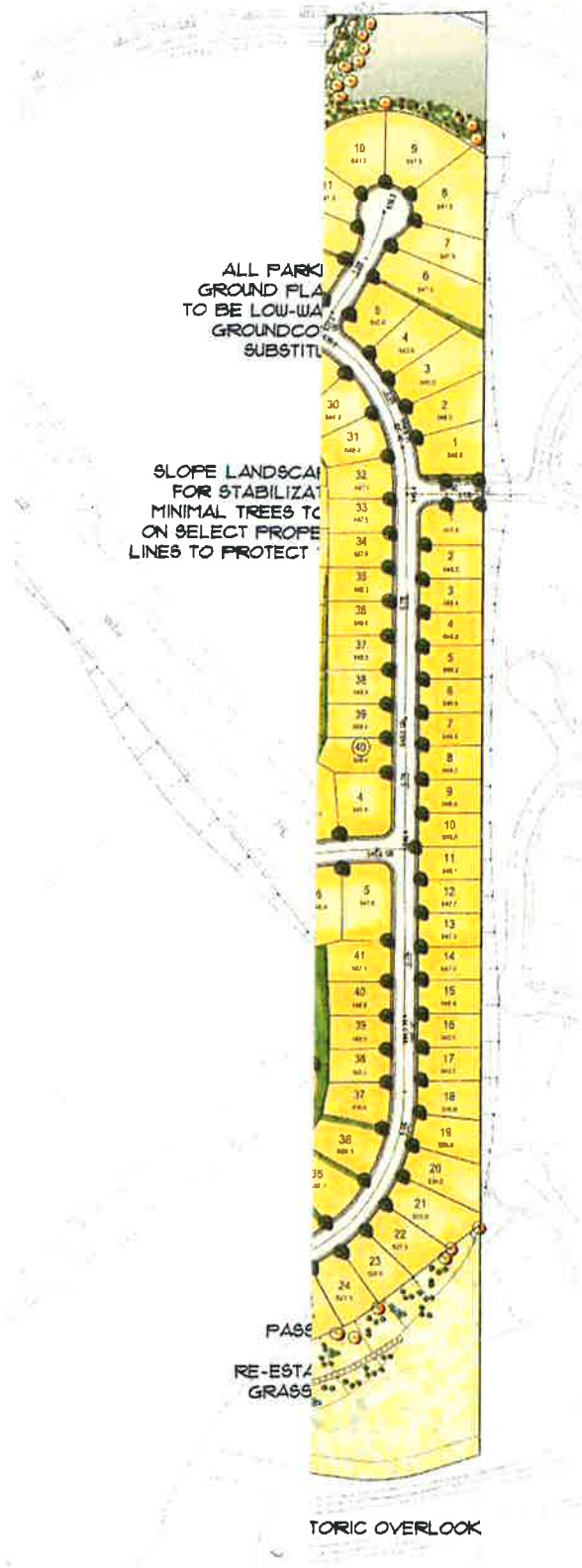
Trailhead Monumentation will be used to identify the entry point of the Open Space Trail within the White Rock Springs Ranch community where residents and visitors can see the landmark white rock formation. The signage monument incorporates design elements of stone, precast concrete capping, groundcover/shrub planting, and annual color.



PLAN VIEW



PERSPECTIVE



CONCEPTUAL OVERALL  
ILLUSTRATIVE LANDSCAPE



## STREETSCAPE PLANS/ SECTIONS

Several streetscape applications are proposed within the White Rock Springs Ranch development, as shown within this section, Streetscape Key Map. As illustrated in the following exhibits, a hierarchy of streetscapes within the White Rock Springs Ranch community is provided and distinctive landscape treatments are planned for each roadway. Landscape and hardscape treatments include elements such as landscaped medians, sidewalks, enhanced paving at pedestrian crossings and primary/secondary entries, bike trails, and parkway trees to enhance roadways. The main road will feature such landscape elements as signage, street furniture, and a predominant plant palette consisting of canopy



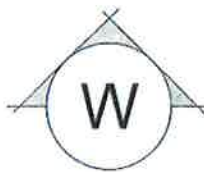
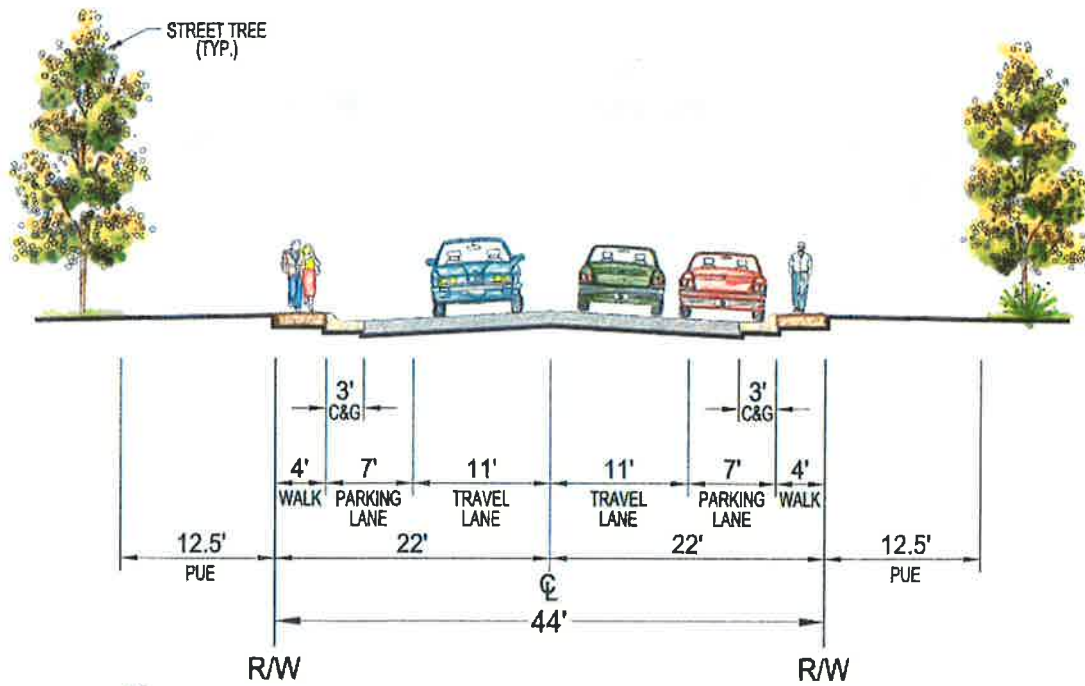
trees on corner treatments and parkways, center medians where space allows, and vertical trees as backdrops within landscape lots. The use of enhanced paving is strongly encouraged. Some roadway improvements shall occur in phases. Streetscapes are provided as follows:



Street Section Keymap





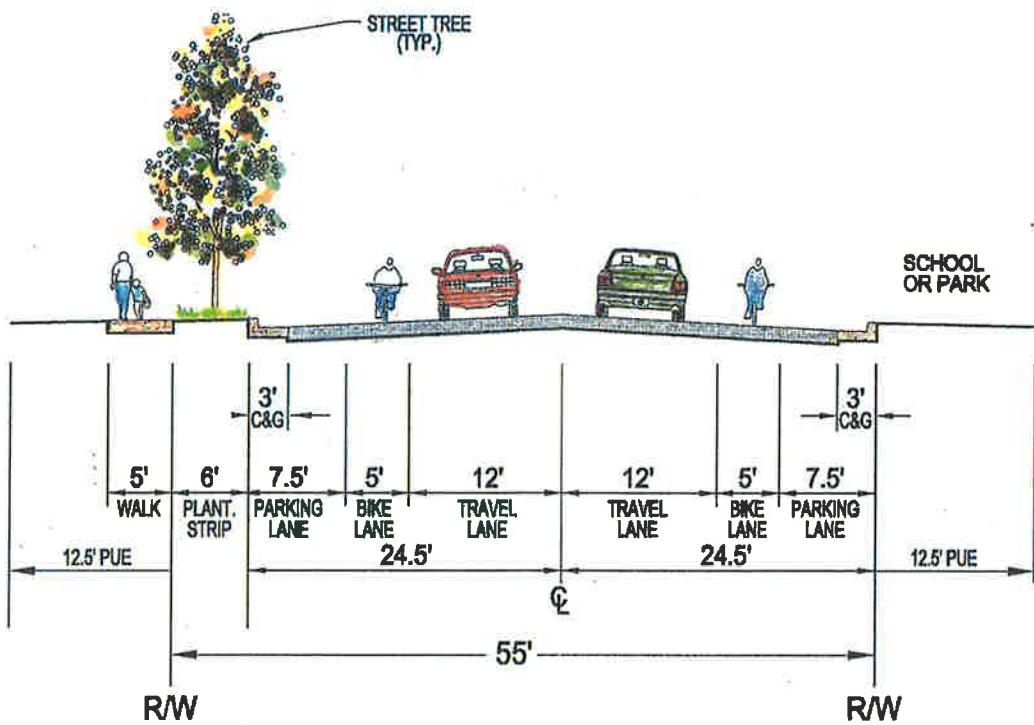


## 44' RIGHT-OF-WAY

Local Street - Attached Sidewalk

N.T.S.



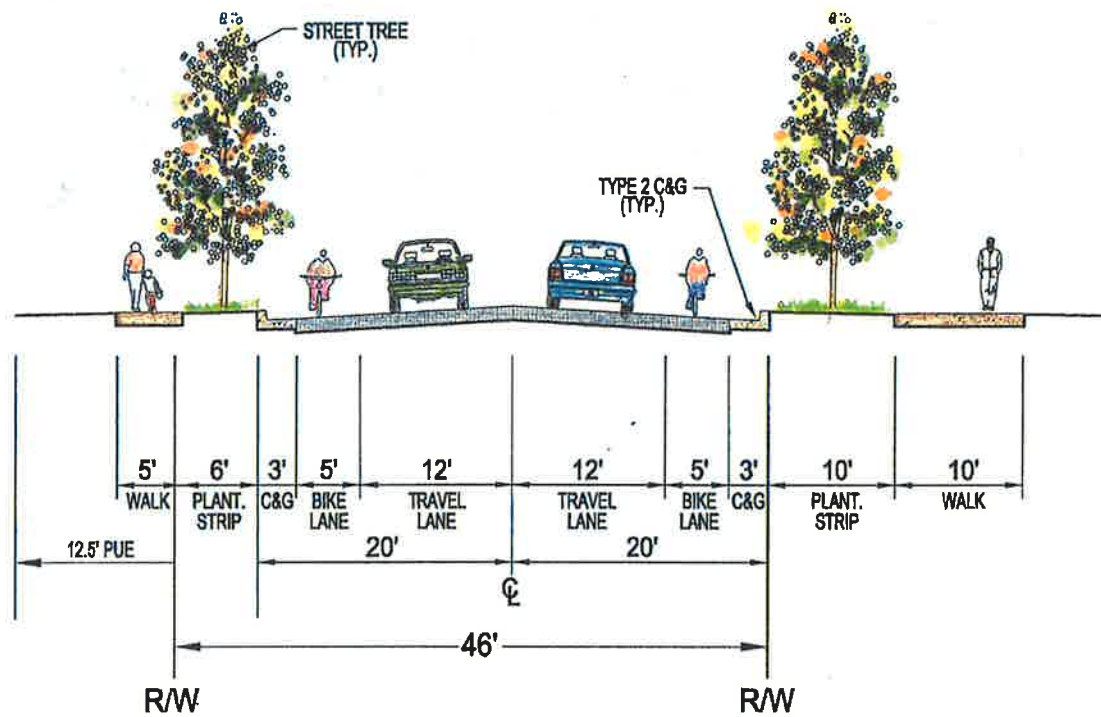


## 55' RIGHT-OF-WAY

Local Street  
Adjacent To Park / School

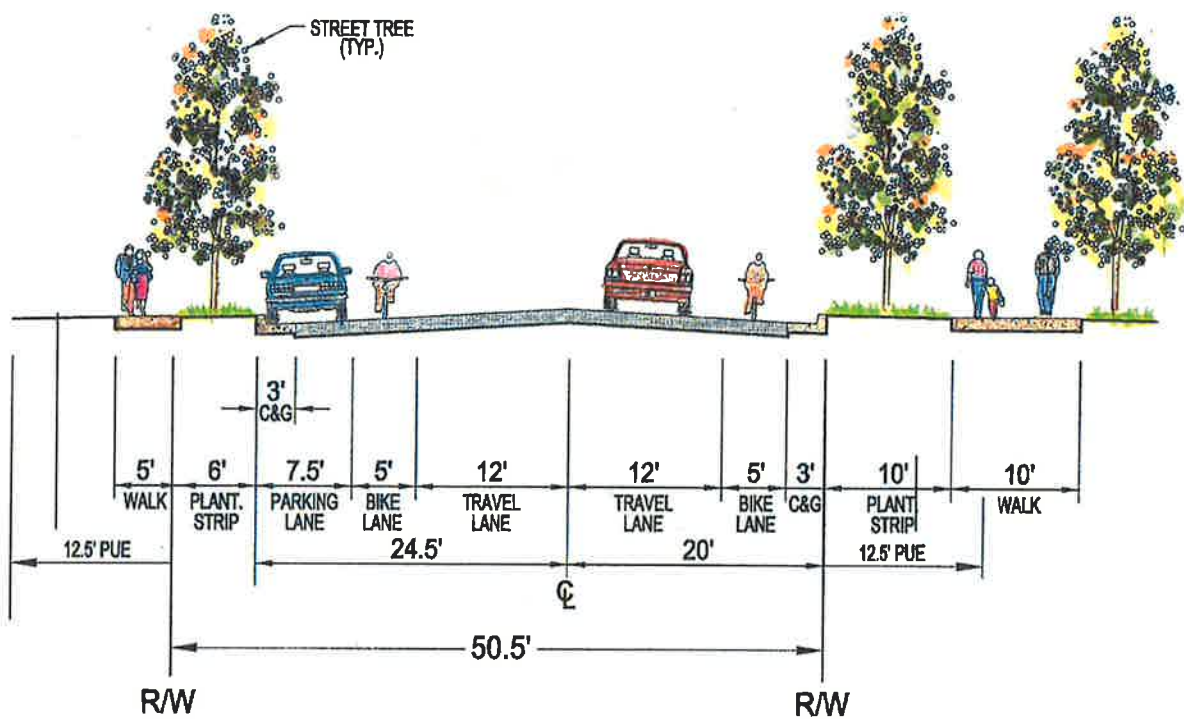
N.T.S.





### 46' RIGHT-OF-WAY

Local Street  
With Class II Bike Lanes  
(No Parking)

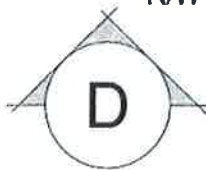
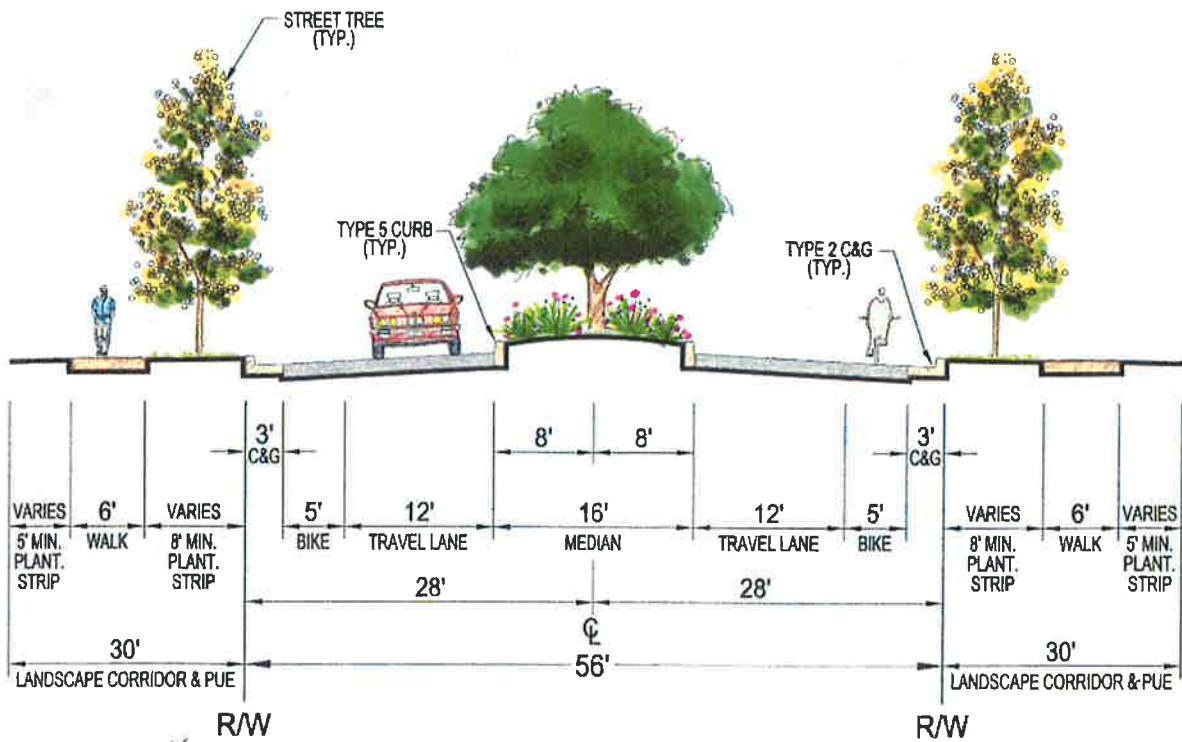


**50.5' RIGHT-OF-WAY**

Local Street  
With Class II Bike Lanes  
(Parking One Side)

N.T.S.

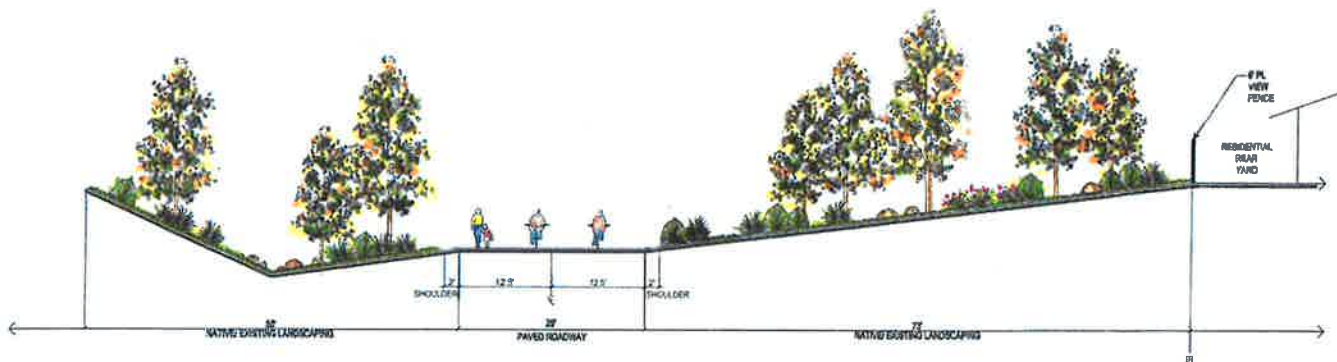




## 56' RIGHT-OF-WAY

Local Collector Street

N.T.S.



## 25' EMERGENCY VEHICLE ACCESS

N.T.S.



## PARK AND OPEN SPACE

The following Conceptual Graphic of the 2.3 acre White Rock Springs Ranch Recreation Facility is strictly intended to be used for programming purposes to determine what the 2.3 acre site can accommodate. The design intent is to provide iconic/focal architecture with an expansive recreation facility taking advantage of the plateau-like plotting of the site and the phenomenal views. The following Conceptual Graphic shows that the site, with its majestic views, can potentially accommodate the following:

1. 3000 SF Building (Building MAY house the following)
  - a. Restrooms
  - b. Pool and Spa Equipment Storage
  - c. Meeting Room/ Multi-Purpose Room
  - d. Work-out Room
2. Pool
3. Gracious Remote Spa Area
4. Event lawn (this is the only turf allowed within the common area development)
5. Outdoor Barbecue Pool Area
6. Sufficient Parking
7. Pool Security fence
8. Trellis covered Deck Area
9. Sufficient Chaise and Table and Umbrella Seating
10. Low water yet lush landscaping



TRAIL SYSTEM

The trail system within the White Rock Springs Ranch community will be an open trail with undulating natural paths and vegetation throughout. Within the trail system, new technology par course/exercise stations will be intermittently stationed along the marked path for circuit training. Par course/exercise stations have structures/apparatus varying in degree of skill level that can be enjoyed by all to promote an active healthy outdoor lifestyle.





## PEDESTRIAN CIRCULATION AND TRAILS





The neighborhoods of White Rock Springs Ranch shall have a continuous network of Class I bike paths sidewalks, and native trails throughout the community.

The 5' wide sidewalks provide circulation through the neighborhood areas and shall link up with either 6' wide sidewalk or the 10' wide Class I bike path or native trails of the community. The Class I Bikeway paths within White Rock Springs Ranch will connect to the Class I bike paths located just outside the community to provide a continuous and interconnected circulation system for bicyclists and pedestrians.





**LEGEND**

Symbol	Description
	25' wide EVA Access Road/ Pedestrian & Bicycle Trail
	10' wide Pedestrian/ Bicycle Trail
	6' wide Pedestrian Walk
	5' wide Pedestrian Walk

PEDESTRIAN CIRCULATION AND TRAILS EXHIBIT



## LID MEASURES

Various Low Impact Design (LID) strategies can be incorporated into the design of each of the individual developments within the Plan Area, if desired. However, the hydromodification and water quality facilities proposed in this SDMP are adequate in accommodate site development without the need to utilize site-based LID strategies.

Using small, economical landscape features, LID techniques work as a system to slow, filter, evaporate, and infiltrate surface runoff at the source. LID design calculations for a reduction in the required water quality and hydromodification volumes have not been incorporated for the Folsom Plan Area Storm Drainage Master Plan, but may be included in future drainage studies prepared for small lot tentative map approvals within the Plan Area.

LID strategies to address water quality fall under the two broad categories of **Practices** and **Site Design**. The most common concepts are summarized below:



### Practices:

Basic LID strategy for handling runoff is to (1) reduce the volume of runoff and (2) decentralize flows. Common methods include:

- **Bio-retention cells** typically consist of grass buffers, sand beds, a ponding area for excess runoff storage, organic layers, planting soil, and vegetation.
- **Vegetated swales** function as alternatives to curb and gutter systems, usually along residential streets or highways. They use grasses or other vegetation to reduce runoff velocity and allow filtration, while high volume flows are channeled away safely to a larger water quality management facility.
- **Filter strips** can be designed as landscape features within parking lots or other areas, to collect flow from large impervious surfaces. They may direct water into vegetated areas or special sand filters that capture pollutants and gradually discharge water over a period of time.
- **Disconnected impervious areas** direct water flows collected from structures, driveways, or street sections, into separate localized detention cells instead of combining it in drain pipes with other runoff.
- **Cistern collection systems** can be designed to store rainwater for dry-period irrigation, rather than channeling it to streams. Smaller tanks that collect residential roof drainage are often called "rain barrels" and may be installed by individual homeowners. Some collection systems are designed to be installed directly under permeable paving areas, allowing maximum water storage capacity while eliminating the need for gravel beds.



**Site Design:**

- **Decreasing Impervious Surfaces** can be a simple strategy to address water quality and avoid problems from storm water runoff and water table depletion, by reducing surfaces that prevent natural filtration. Methods may include reducing roadway surfaces, permeable pavement surfacing, and vegetative roof systems.
- **Planning site layout and grading to natural land contours** can minimize grading costs and retain a greater percentage of the land's natural hydrology. Contours which function as filtration basins can be retained or enhanced for water quality and quantity, and incorporated into the landscaping design.
- **Natural Resource Preservation and Xeriscapes** can be used to minimize the need for irrigation systems and enhance property values.
- **Clustering Homes** on slightly smaller lot areas can allow more preserved open space to be used for recreation, visual aesthetics, and wildlife habitat.

Specific LID strategies that could be used to fulfill the current and future requirements for storm water quality treatment and hydromodification may include the following potential LID measures:

**Site Design Measures:**

- Protect slopes, channels and other areas particularly susceptible to erosion and sediment loss.
- Maximize the protection of natural drainage features and vegetation.
- Minimize impervious areas and break up or disconnect the flow of runoff over impervious surfaces.

- Provide low maintenance landscaping that encourages retention and planting of native vegetation and minimizes the use of lawns, fertilizers, and pesticides.
- Provide vegetated open-channel conveyance systems discharge into and through stable vegetated areas.
- Install LID storm water planters.
- Separate sidewalks from street curb and gutters.
- Install drought tolerant and storm water appropriate planting.

**Source Control Measures**

- Storm Drain Stenciling and Signage
- Outdoor Material Storage Area Design
- Outdoor Trash Storage Area Design
- Loading/Unloading Area Design
- Vehicle and Equipment Wash Area

**Treatment Control Measures**

- Bio-Swales
- Grass Swales
- Wet Pond
- Stormwater Planter
- Pervious Pavements
- Grass Filter Strips

The Storm Drainage Master Plan suggests a pragmatic approach be utilized in the selection of technically appropriate and aesthetically pleasing LID measures in accordance with the good engineering and planning practices. Specific LID measures should be selected on the basis of being both practical and cost effective.



## LIGHTING AND STREET FURNITURE GUIDELINES

The site furnishings and lighting will be used to enhance, unify and reinforce the character of the overall site design. The site furnishings and lighting shall be made of natural materials/elements that can be tied to the color and texture of the proposed monuments, walls/fences and architecture.

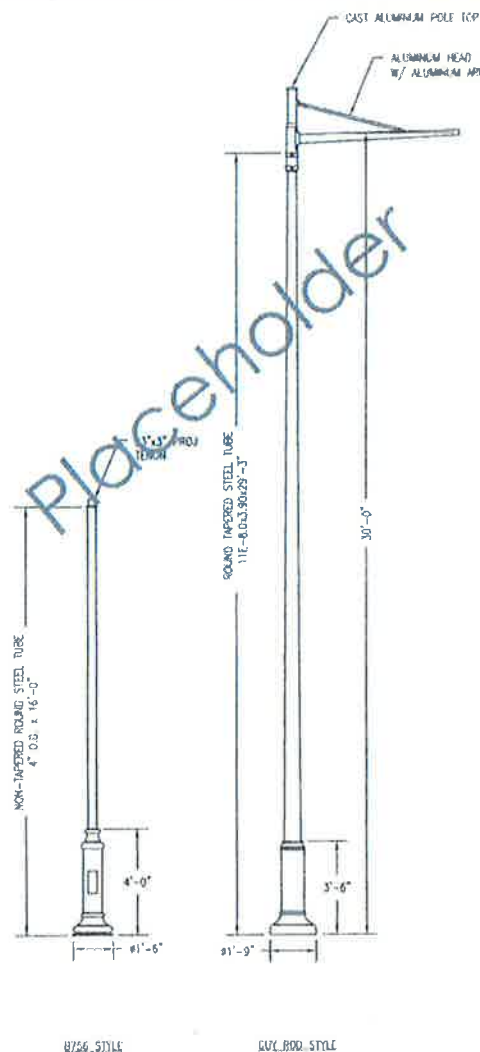
Light pole standards/fixtures must comply with the approved specification for the Folsom Plan Area. Draft options are pending final approval from the City.

Lighting shall incorporate the following written guidelines and design imagery.

- All exterior light fixtures and fixture placement shall comply to the standards specified in the City's design documents. Use of LED technology where possible and feasible is recommended.
- Streets and intersections should be well lighted in accordance with the City standard illumination levels. Low-level lighting for pedestrian safety should be installed where appropriate. Intersections should have increased light levels for definition and to mitigate automobile/pedestrian conflicts.
- Accent lights should be installed at all primary entry monuments, secondary monuments, neighborhood, recreation center and trail head monuments.
- Street lights and bollard lights shall conform to the overall project theme and city standards.
- All exterior lighting for identification, pools,

water features, and landscaping should be subdued and indirect to prevent spill over onto adjacent lots and streets.

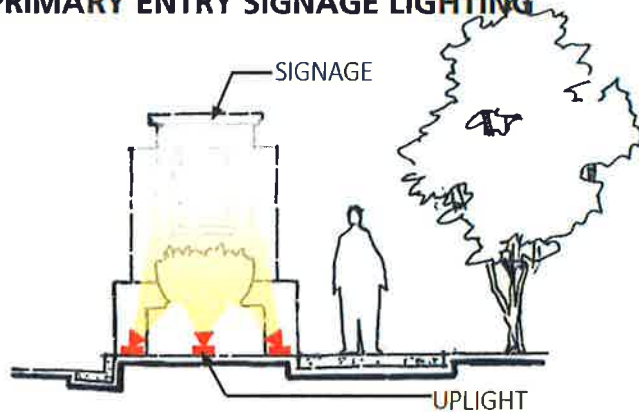
- The type and location of building lighting should preclude direct glare onto adjacent property, streets and skyward by the use and application of shields
- Pedestrian scale fixtures are encouraged over "high mast" poles.
- Consistent lighting fixtures shall be used throughout White Rock Springs Ranch to enhance community character.
- Light rays shall be confined on-site through orientation, the use of shading/directional controls, and/or landscape treatment.



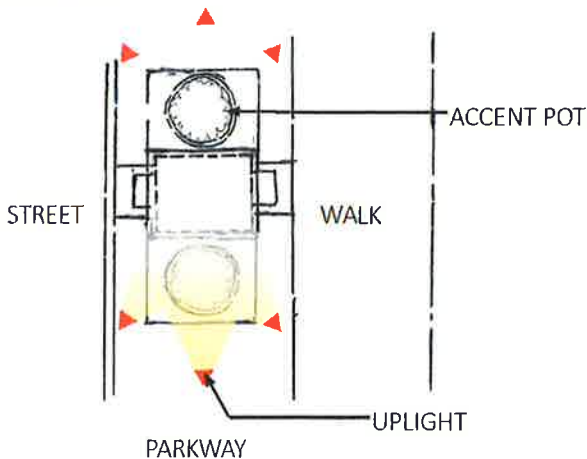
Lighting within development areas adjacent to Open Space Districts shall comply with the following "dark sky" lighting regulations:

- 1 Flood lamp shielding and/or City-approved "dark sky" light fixtures/bulbs shall be used in developed areas to reduce the amount of stray lighting into natural resource areas.
- 2 Direct lighting rays shall be confined to the respective residential, commercial, or common area lots upon which the exterior lights are to be installed so that adjacent Open Space Districts are protected from any significant light spillage, intrusion, and glare.
- 3 No skyward casting lighting shall be allowed in development areas adjacent to Open Space Districts.

**PRIMARY ENTRY SIGNAGE LIGHTING**

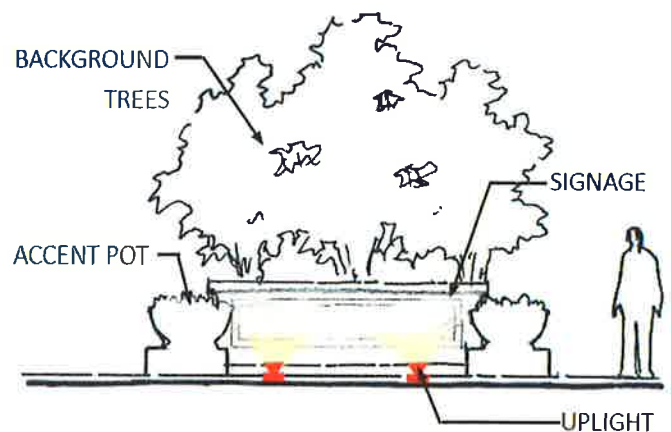


ELEVATION

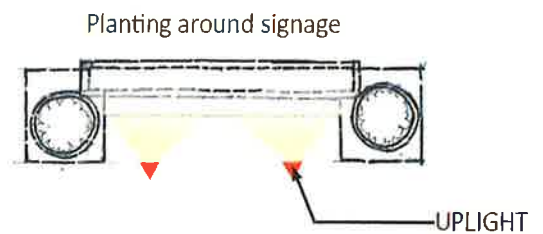


PLAN VIEW

**NEIGHBORHOOD SIGNAGE LIGHTING**



ELEVATION

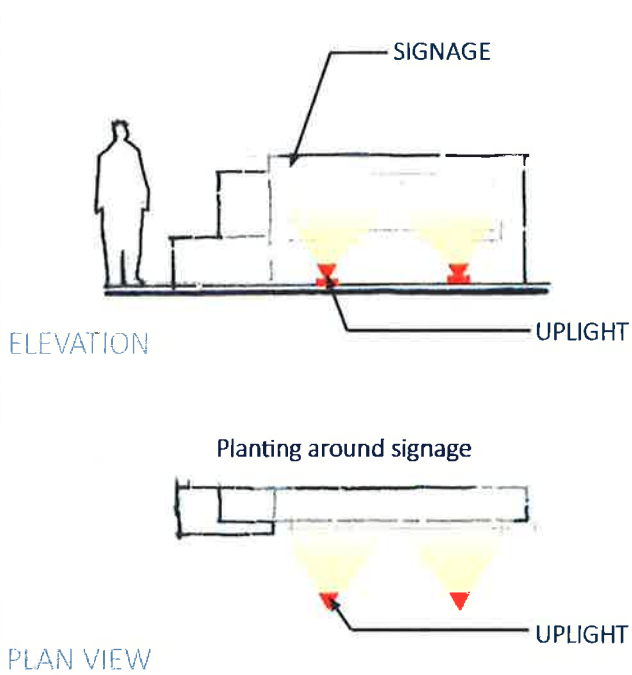


PLAN VIEW

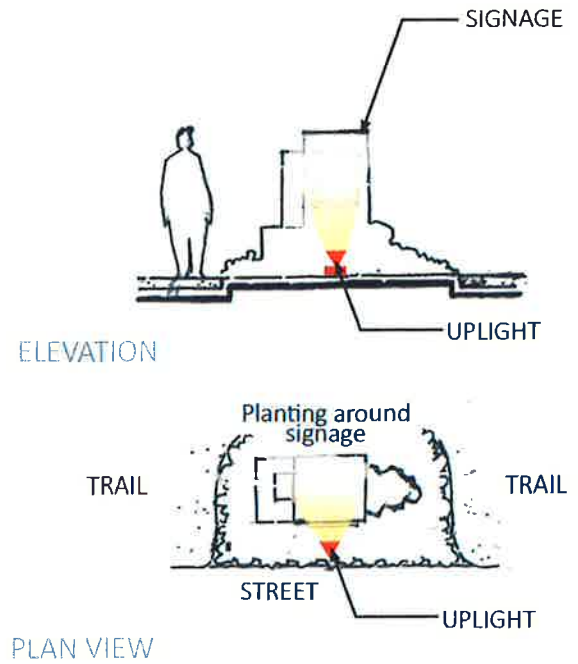
*Note: All drawings are conceptual in nature and are references to represent the design intent. Final specifications for installation shall be done by others.*



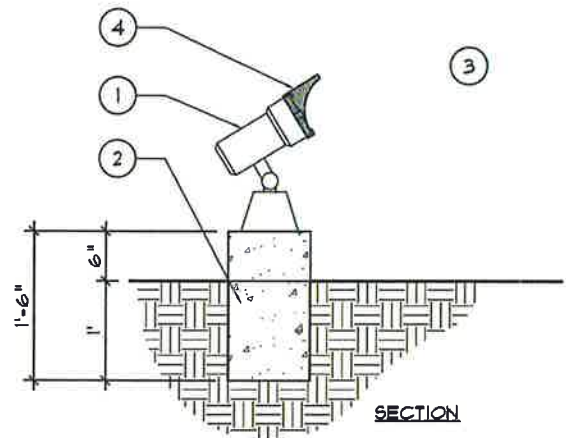
**RECREATION CENTER SIGNAGE LIGHTING**



**TRAIL SYSTEM SIGNAGE LIGHTING**



**FLOOD LIGHT INSTALLATION DETAIL**



- ① UPLIGHT  
SOUTH COAST LIGHTING  
MODEL: SCL-FLL-220-SP/FL-JES  
COLOR: BRONZE  
FINISH: UV RESISTANT POWDER COAT  
TYPE: LED
- ② CONCRETE FOOTING
- ③ SIGNAGE
- ④ LIGHT SHIELD

*Note: All drawings are conceptual in nature and are references to represent the design intent. Final specifications for installation shall be done by others.*

## SITE FURNISHINGS

Site Furnishings for the Recreation Facility may include but not be limited to:

- Stationary tables and chairs, such as picnic tables under the overhead structures, or movable table and chair sets for the same purpose
- Chaise Lounges
- Umbrellas and stands
- Trash cans with liners
- Benches

The style of these site furnishings should complement the Clubhouse architectural style and colors and should be constructed of durable yet aesthetically pleasing materials.

## COMMUNITY MAILBOXES

Community Mailboxes, depending on current USPS requirements, will likely be Cluster Box Units (CBU). The locations of CBU mailboxes within the community shall be coordinated with USPS for review and approval of proposed locations. It is highly encouraged to locate the CBU Mailboxes next to a street light, where possible, for additional safety and security.



Example of CBU Mailbox





## WALL AND FENCE GUIDELINES

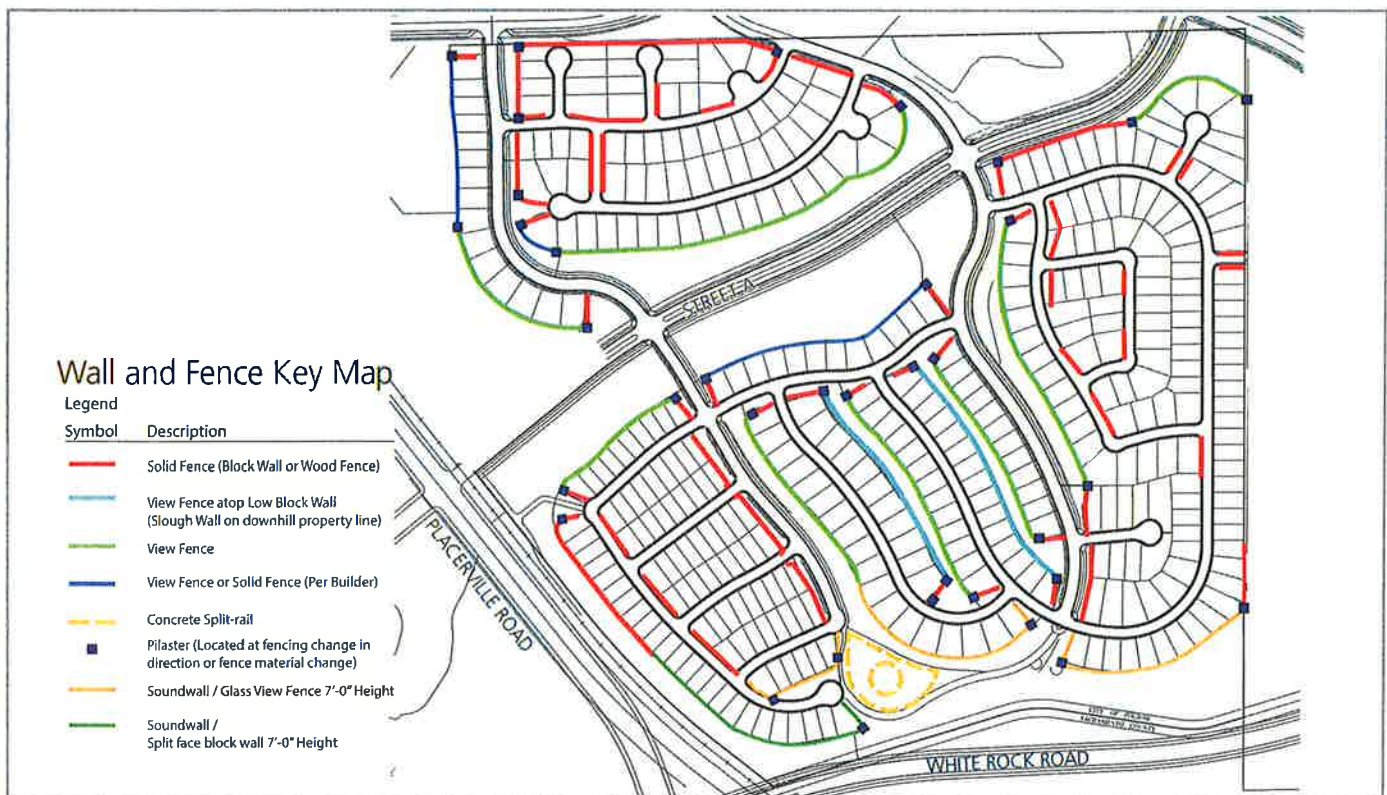
Maintaining quality and character of all aspects of the public realm is a key placemaking principle. The wall and fence design criteria is intended to provide variety and privacy for each lot while providing continuity and unity within the community.

Walls and fencing will be used throughout the community to complement the overall design theme, establish community identity, provide protection from roadway and other noise, and allow privacy and security in residential areas. The use of walls and fences can also serve to accentuate neighborhood features in addition to screening streets and adjacent uses.

The following types of walls (solid and opaque) and fences (open and largely transparent) have been selected for possible use within different areas of the project site. All wall and fence

heights are measured from the highest grade elevation on either side of the wall or fence. An overall community wall program is provided to help unify and reinforce community character.

- Decorative walls and/or screen walls shall be integrated with the architecture of community building, as well as the overall landscape design.
- All community walls and fences shall be consistent in design.
- For most products, the community wall will be a solid fence of split face block with brick cap, or wood fence.
- Pilasters will occur at changes in wall direction or change in materials visible to the public realm.
- Where solid walls are applicable, those visible to the public realm or adjacent to the public realm shall be split face



block with brick cap, or wood fence. For community consistency, whichever wall type has been installed in other surrounding Folsom Ranch communities will be the determining factor for which wall type will be used at White Rock Springs Ranch.

- Interior/side yard or any wall not visible to the public realm shall be precision block with precision cap, or wood fencing based on builder's preference and product price point. Block color to match split face block wall color.
- View fencing of full height tubular steel and/or a low wall or concrete mowcurb with tubular steel may be used for rear yard fencing on lots that do not require noise attenuation.
- Vines and/or shrubs should be planted along community walls to soften the visual character. An extensive use of vines is encouraged.
- The maximum wall or fence height shall be six (6) feet within any required rear, or side setback area, and along the project perimeter unless a higher wall is determined necessary to act as a sound wall and approved by the City. Wall/fence heights are measured from the base of the wall/fence to the top of the interior or exterior side, always providing a minimum six (6) feet barrier from either side. The maximum height of any wall should not exceed city standards (when in combination with a retaining wall) without a variance.
- Combination retaining wall and privacy walls at block ends may be used.
- Combination block and tempered glass walls may be used subject to the approval of a Design Review Application by the Planning Commission when shown in combination with the entire design for the adjoining open space and when it can be shown that the glass will not produce glare. If the combination block and tempered glass wall is used on lots that require noise attenuation, then the glass must meet a minimum STC rating of 32.
- Rear yard fencing adjacent to park areas or open space edges where residential pad is elevated above park/open space shall be view fencing, where applicable, considering grade differentials, etc.
- Where appropriate, view fencing may be less than 6' high to provide an enhanced view shed. In cases where pools or spas are located in rear yards, a minimum 5'-6" high perimeter fence is required. Continuous view fencing or block walls shall have pilasters located at corners, at change in wall/fencing materials, and significant redirections in the fence line.
- Sound walls will be 7' in height (as measured above the build pad grade) and will be constructed of split face block with a brick cap. Walls that are not required to be sound walls may be a maximum 6 feet in height.
- Wall sections greater than 50 feet in length should incorporate at least two of the following design features which are proportionate to the wall length:
  - A minimum 2 feet change in plane for at least 2 feet.
  - A minimum 18-inch change in height for at least 10 feet.
  - Use of pilasters at 50 feet maximum intervals and at changes in wall planes.
  - A minimum 4 feet high view fencing section for at least 10 feet.



- Solid walls or wood fencing shall be used for property line fencing and gate returns between housing lots and those areas in public view. Fence return located on the garage side of each home shall include a three foot (3') wide minimum gate.
- All retaining walls, courtyard walls, gates and fences shall be compatible with the architecture of each neighborhood/village.
- Visible precision block walls are prohibited from the public realm.
- Construction documents developed for this project detailing walls and fences will locate and verify all walls will be located outside the PUE.
- For residential side yard gates, vinyl gates with split face walls are encouraged, color to match and complement adjacent wall/architecture; where wood fence is used, wood gates are encouraged.
- Gates should be provided in walls or fences to allow emergency access and to facilitate convenient pedestrian access to activity areas and adjacent uses.
- Walls should be eliminated or sited to provide additional setbacks areas at project entries to accommodate distinctive landscaping, ornamental gateways, signage and street furniture.
- Walls should be curved or angled at corner locations along street frontages to preserve sight lines.
- Be mindful of sight lines when laying out lots and perimeter walls.
- If the retaining walls contain plantable cells, then a mix of at least two varieties of shrubs (one with a trailing growth habit and one with a billowy growth habit) shall be planted in alternate cells.

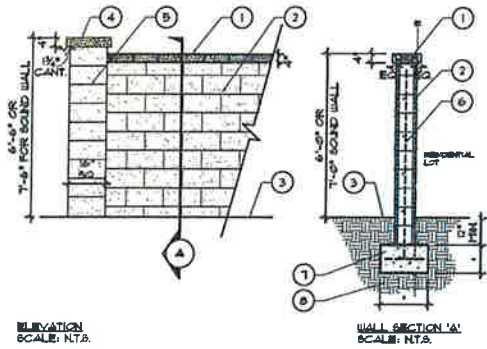
- All walls visible to the Public Realm will be maintained by the HOA. Interior lot walls to be maintained by homeowner.

*The following photos should not be construed as the exact wall and fence height, color and material, but should be used as preferred examples. The sketches and graphic representations contained within these Design Guidelines are for conceptual purposes and are provided as visual aids in understanding the basic intent of the Guidelines and to present examples of their potential implementation. The block/color specification can be substituted with a different manufacturer as long as colors and textures match.*



Community Wall and Pilasters (Solid Fence Option)	
Pilaster/ Wall:	Split Face Block with Brick Cap
Block Color:	Harvest (or equal) available through Angelus Block
Brick:	Belden Brick - Jumbo Polar White Clear A (Sugarcreek Plant 3), available through Thompson Building Supply
Grout:	CBP #384 Camel
Detail:	Refer to next page





- ① BRICK WALL CAP
- ② 6"x6"x6" SPLIT FACE BLOCK  
GROUT ALL CELLS SOLID.
- ③ FINISH GRADE
- ④ BRICK PILASTER CAP.
- ⑤ 16"x16"x16" SOL. COLUMN SPLIT FACE  
BLOCK PILASTER GROUT ALL  
CELLS SOLID OR PER STRUCTURAL  
ENGINEER SPECS
- ⑥ REINFORCEMENT PER STRUCTURAL  
ENGINEER PLANS
- ⑦ CONCRETE FOOTING - PER  
STRUCTURAL ENGINEER PLANS
- ⑧ COMPACTED SUBGRADE  
PER GEOTECHNICAL REPORT

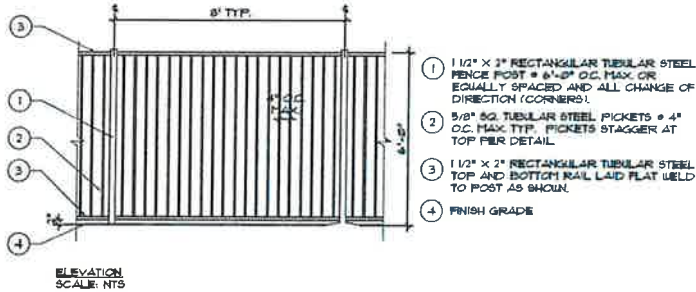
NOTE:  
 1. GROUT TO MATCH BLOCK COLOR  
 2. FINISH AND COLORS  
 AVAILABLE THRU ANGELUS BLOCK  
 OR EQUIVALENT



**Community Wall (Sound Wall Option)**  
 Materials- See Previous page

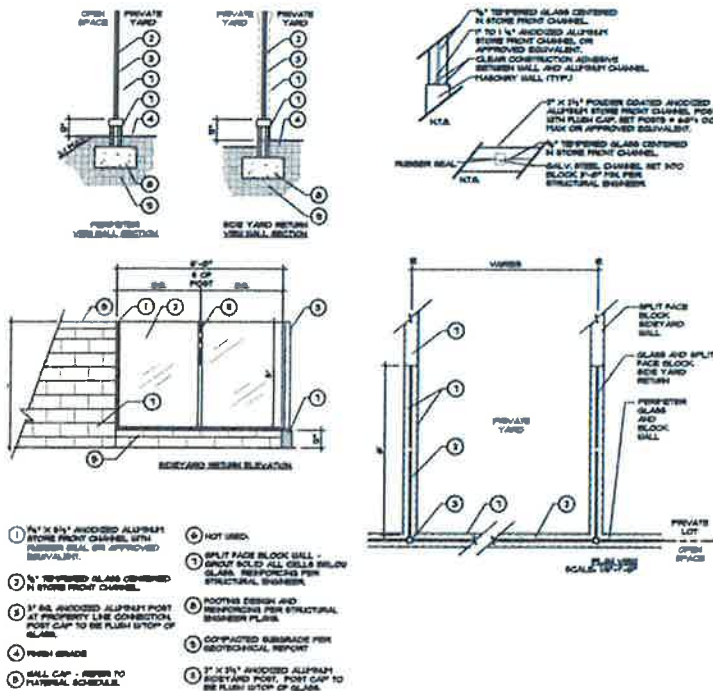






Community Prefabricated Tubular Steel View Fence

Metal	Powder Coated- Sherwin Williams SW7020
Color:	Black Fox

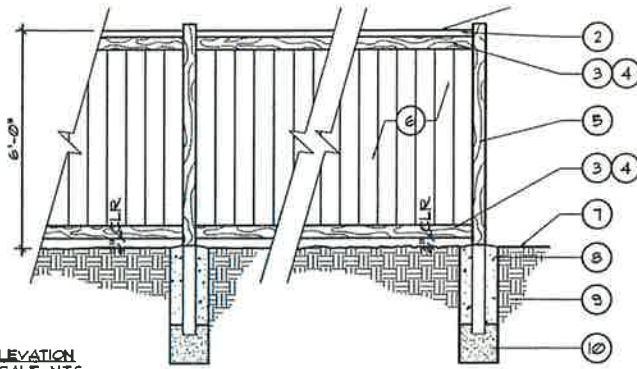


Community Tempered Glass View Fence (Sound Wall View Option)

Metal Color:	Spraylac Regal Brown
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# WHITE ROCK SPRINGS RANCH | DESIGN GUIDELINES



ELEVATION  
SCALE: N.T.S.

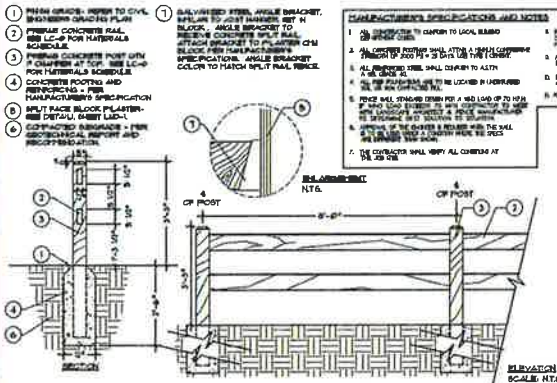
- ① 2x2 TOP TRIM INSIDE, NAIL TO POST AND CAP
- ② 2 x 6 CAP, NAIL TO POSTS W/ HALF LAP SPLICES OVER POSTS AND MITER AT ALL CORNERS.
- ③ 2 x 4 TOP AND BOTTOM RAILS, TOE NAIL TO POSTS.
- ④ 1 x 4 TOP AND BOTTOM TRIM INSIDE NAIL TO POST, RAILINGS AND CAP.
- ⑤ 4 x 4 S4S PRESSURE TREATED POSTS AT 8'-0" O.C. MAX. AT ENDS AND CHANGES OF DIRECTION.
- ⑥ 1 x 6 CEDAR VERTICAL BOARDS BUTT-JOINT ALTERNATE PANELS ON BOTH SIDES, NAIL TO 2x4 TOP & BOTTOM RAIL.
- ⑦ FINISH GRADE - PER CIVIL ENGINEER PRECISE GRADING PLAN.
- ⑧ CONCRETE FOOTING PER STRUCTURAL ENGINEER.
- ⑨ COMPACTED SUBGRADE PER GEO-TECHNICAL REPORT.
- ⑩ 1 CUBIC FOOT OF GRAVEL PER POST FOOTING.

**NOTE:**  
 1. ALL WOOD SHALL BE S4S KILN DRIED UNLESS OTHERWISE NOTED.  
 2. ALL WOOD POST SHALL BE S4S DOUGLAS FIR UNLESS NOTED OTHERWISE ALL OTHER WOOD TO BE CEDAR (NO.)  
 3. PRIMER SHALL BE OIL BASED AND TOP COAT W/ PREMIUM WATERBASED LATEX ENAMEL. REFER TO MATERIALS SCHEDULE ON SHEET LC-2 FOR PAINT COLOR.  
 4. ALL NAILS AND METAL SHALL BE HOT DIPPED GALVANIZED.  
 5. ALL WOOD SHALL HAVE STAMP OF 'FSC' (FOREST STEWARDSHIP COUNCIL) CERTIFICATION.



Solid Fence Option at Side Yard Conditions

Color:	Mission Brown Cabot Semi-solid Stain or equivalent
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**CONCRETE MATERIAL SPECIFICATIONS AND NOTES**

1. ALL CONCRETE SHALL CONFORM TO LOCAL BARBO.
2. ALL CONCRETE SHALL BE 4000 PSI + 3% DRY LBS PER TON.
3. ALL CONCRETE SHALL BE OILY TO A MIN.
4. ALL CONCRETE SHALL BE LOCKED IN UNIFORM.
5. FRESH CONCRETE SHALL BE CURED WITH WATER AND COVERED WITH PLASTIC.
6. ALL CONCRETE SHALL BE CURED WITH PLASTIC.
7. ALL CONCRETE SHALL HAVE ALL CHAIRS AT 12" O.C.
8. ALL CONCRETE SHALL HAVE ALL CHAIRS AT 12" O.C.



Concrete Split Rail Fence at Cultural Site

Color:	Natural Gray with a Wood Grain Finish
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## LANDSCAPE MASTER COMMUNITY PLANT MATRIX

The plant list for this project was developed to reinforce the community theme and to create some seasonal change with a mixture of low water use, drought-tolerant, deciduous, and evergreen plants while maintaining a well-balanced landscape. Many plants on this list are considered low water using and drought-tolerant species and were chosen based on their specific growth characteristics, including flowering and foliage color, texture and form.

The following items should be considered in the community landscape design process:

- Consistent street tree themes should be related to the hierarchy of the street system.

- Extensive use of trees, vines and shrubs to soften community theme wall and fencing.
- Recognition of existing natural conditions and situations.
- Use of both “formal” and “informal” planting arrangements, depending upon the particular condition.
- “Layering” of the shrub material to create depth, variety and interest.
- Refer to local codes for spacing distance from utilities, light poles, etc.





## Firewise Landscaping

A firewise landscaping approach shall be implemented on the slopes/open space areas between the rows of houses within the community. Through the careful spacing of shrubs and trees, utilizing low groundcovers and mulch, and reducing mass plantings, the path of potential fire to the homes can be slowed greatly, if not stopped. Selection of plant material deemed "fire safe" will be determined at the time Improvement Plans and/or Landscape Construction Documents are created for the project. Maintenance of plant material by the HOA through fuel reduction and irrigation to maintain fuel moisture is necessary to keep the landscape "fire safe."

The slope landscape between neighborhood areas will include trees that will provide buffer screening at the toe of slopes from back yards and maintain view landscape at the top of slopes. The slope landscape may include California native plant material and also adaptive landscape palettes that will provide drought tolerant planting for the community. This landscape will also help provide structural stability to the engineered slopes. The slope landscape will be irrigated and maintained to soften and transition the terraced housing pads within the project. In addition, surveillance of these areas will be provided by the residential lots with open-view fencing.

## LANDSCAPE IRRIGATION NOTE


All landscaped areas will be permanently irrigated using an automatic, underground irrigation system or drip system. The irrigation system will be separated into several systems based on water requirements of each hydrozone. Hydrozone separations will be based on sun orientation and water requirements of the plant material.

Irrigation of required landscaped areas shall be by either automatic overhead high efficiency spray nozzle or drip irrigation and matched precipitation rate, low gallonage sprinkler heads, bubblers, and timing devices. Landscape areas less than 8' wide shall be irrigated with drip irrigation. Timing devices shall include soil moisture sensors and rain sensing override devices. Sprinkler pop-up heights shall range from 6" in turf areas and 12" high in shrub beds, where a drip system may not be applicable. The irrigation system shall be capable of operating automatically by incorporating an electric weather-based and climate-smart irrigation controller or advanced solar technology components and low voltage electric remote control valves. Quick coupling valves, as required, shall be strategically located to provide supplemental water to plant material and for wash down purposes. All remote control and quick coupling valves shall be located and installed within the shrub beds wherever possible.



## UTILITY AND EQUIPMENT SCREENING

The irrigation system will be compliant with the City Water Efficient Ordinance and AB 1881, the State Model Water Efficient Landscape Ordinance. Irrigation water use will comply with water allotments defined in the Ordinance. All irrigation systems shall comply with the Governor's Executive Orders and the orders from the State Water Board on water conservation.

A backbone "purple pipe" non-potable water system shall be designed and installed to supply non-potable water to park sites, landscape corridors, natural parkways, and other public landscaped areas within the community. 

All utilities above/below ground and other equipment providing service to the White Rock Ranch residential neighborhoods shall be screened accordingly to prevent unsightly conditions that distract from the overall aesthetics.

- Above-ground utility equipment should be screened from view by the use of hedges, trees, or larger screening plant material and/or vines where feasible, subject to utility provider requirements or restrictions.
- Above-ground utility equipment, vents, and access doors to underground utilities shall be located with sufficient space to allow clearance between the screening for the utility equipment and any paved surface including streets, driveways, and walkways.



# WHITE ROCK SPRINGS RANCH | DESIGN GUIDELINES



Botanical Name	Common Name	Project Entrios	Local Collector	Foliom Street Tree / Local Parkway	Single Family	Water Tank Screening	Recreation Facility	Open Space/Traits	Drainage Corridor
<b>TREES</b>									
<i>Abies concolor</i>	White Fir			•	•			•	•
<i>Abies nordmanniana</i>	Nordmann Fir				•			•	•
<i>Acacia spp.*</i>	Acacia	•	•		•		•	•	•
<i>Acacia baileyana</i>	Bailey Acacia			•	•				
<i>Acacia melanoxylon</i>	Black Acacia			•	•				
<i>Acer macrophyllum***</i>	Big Leaf Maple	•			•				
<i>Acer spp.</i>	Maple			•	•		•	•	
<i>Acer buerferianum</i>	Trident Maple			•	•		•	•	
<i>Acer campestre</i>	Hedge Maple			•	•		•	•	•
<i>Acer macrophyllum</i>	Big-leaf Maple			•	•		•	•	•
<i>Acer negundo</i>	California Box Elder				•		•	•	•
<i>Acer platanoides x truncatum</i> 'Crimson Sunset'	Crimson Sunset Maple			•	•		•	•	
<i>Acer rubrum</i>	Red Maple			•	•		•	•	
<i>Acer rubrum</i> 'Bowhall'	Bowhall Red Maple			•	•		•	•	•
<i>Acer rubrum</i> 'Columnare'	Columnare Red Maple			•	•		•	•	•
<i>Acer rubrum</i> 'October Glory' or 'Red Sunset'	October Glory or Red Sunset Red Maple			•	•		•	•	•
<i>Acer tataricum ginnala</i>	Amur Maple			•	•		•	•	
<i>Acer truncatum</i>	Shantung Maple			•	•		•	•	
<i>Aesculus californica***</i>	California Buckeye			•	•			•	•
<i>Aesculus glabra</i>	Ohio Buckeye				•				•
<i>Aesculus hippocastanum</i>	Common Horsechestnut			•	•				•
<i>Aesculus x carnea</i> 'Briotii' or 'O'Neill Red'	Red Horsechestnut			•	•				
<i>Albizia julibrissin</i>	Silk Tree				•		•	•	
<i>Alnus cordata</i>	Italian Alder			•	•			•	
<i>Alnus glutinosa</i>	European Alder			•	•			•	•
<i>Alnus rhombifolia</i>	White Alder			•	•			•	•

\*Indicates drought-tolerant species

\*\*Indicates that designer must select a low water or drought-tolerant variety only

\*\*\*River-Friendly Landscaping List – Sacramento, CA





Botanical Name	Common Name	Project Entries	Local Collector	Foliom Street Tree/ Local Parkway	Single Family	Water Tank Screening	Recreation Facility	Open Space/Trails	Drainage Corridor
<i>Amelanchier canadensis</i>	Eastern Serviceberry				•				
<i>Amelanchier laevis</i>	Allegheny Serviceberry			•	•				
<i>Araucaria bidwillii</i>	Bunya-Bunya			•	•			•	•
<i>Arbutus unedo</i>	Strawberry Tree	•	•		•		•	•	•
<i>Arbutus unedo 'Marina'</i>	Marina Strawberry Tree	•	•		•		•	•	•
<i>Bauhinia lunariodes</i>	Anacacho Orchid Tree				•		•	•	
<i>Bauhinia macranthera</i>	Chihuahuan Orchid Tree				•		•	•	
<i>Betula nigra</i>	River Birch			•	•			•	•
<i>Betula platyphylla japonica</i>	Japanese White Birch				•			•	•
<i>Caesalpinia cacalaco 'Smoothie'</i>	Smoothie Thorless Cascalote			•	•				
<i>Callistemon viminalis</i>	Weeping Bottlebrush				•			•	
<i>Calocedrus decurrens</i>	Incense Cedar			•	•			•	•
<i>Camellia reticulata</i>	NCN				•				
<i>Carpinus betulus 'Fastigiata'</i>	European Hornbeam			•	•			•	
<i>Carpinus caroliniana</i>	American Hornbeam			•	•			•	
<i>Carya illinoensis</i>	Pecan			•	•			•	
<i>Carya ovata</i>	Shagbark Hickory			•	•				
<i>Casanopsis cuspidata</i>	Japanese Chinquapin				•				
<i>Casuarina stricta</i>	She-Oak, Beefwood				•			•	
<i>Castanea dentata</i>	American Chestnut			•	•				
<i>Castanea mollissima</i>	Chinese Chestnut			•	•				
<i>Catalpa speciosa</i>	Western Catalpa			•	•			•	•
<i>Cedrus spp.</i>	Cedar				•	•	•	•	•
<i>Cedrus atlantica ('Glauca')</i>	Atlas (Blue) Cedar			•	•	•	•	•	•
<i>Cedrus deodara</i>	Deodar Cedar			•	•	•	•	•	•
<i>Celtis australis</i>	European Hackberry			•	•		•	•	•
<i>Celtis occidentalis</i>	Common Hackberry			•	•			•	•
<i>Ceratonia siliqua</i>	Carob Tree	•	•	•	•		•	•	•
<i>Cercidium 'Desert Museum'*</i>	Desert Museum Palo Verde	•	•	•	•	•	•	•	
<i>Cercidium floridum*</i>	Blue Palo Verde	•	•	•	•	•	•	•	

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\*\*\*River-Friendly Landscaping List – Sacramento, CA



# WHITE ROCK SPRINGS RANCH | DESIGN GUIDELINES



Botanical Name	Common Name	Project Entries	Local Collector	Folsom Street Tree/ Local Parkway	Single Family	Water Tank Screening	Recreation Facility	Open Space/Trails	Drainage Corridor
<i>Cercis canadensis</i>	Eastern Redbud			•	•			•	
<i>Cercis canadensis</i> 'Forest Pansy'	Forest Pansy Redbud			•	•			•	
<i>Cercis occidentalis</i> *,***	Western Redbud	•	•	•	•		•	•	•
<i>Cercis reniformis</i> 'Oklahoma'	Oklahoma Redbud			•	•			•	
<i>Cercis silquastrum</i>	Judas Tree			•	•			•	
<i>Chilopsis linearis</i> *	Desert Willow			•	•			•	•
<i>Chilopsis linearis</i> 'Art's Seedless'	Art's Seedless Desert Willow			•	•			•	•
<i>Chilopsis linearis</i> 'Bubba'	Bubba Desert Willow			•	•			•	•
<i>Chilopsis linearis</i> 'Lucretia Hamilton'	Lucretia Hamilton Desert Willow			•	•			•	•
<i>Chilopsis linearis</i> 'Warren Jones'	Warren Jones Desert Willow			•	•			•	•
<i>Chionanthus retusus</i>	Chinese Fringe Tree			•	•			•	
<i>Chitalpa tashkentensis</i> 'Pink Dawn'	Pink Dawn Chitalpa				•			•	•
<i>Cinnamomum camphora</i>	Camphor Tree	•	•	•	•		•	•	•
<i>Citrus spp.</i>	Citrus	•	•	•	•		•	•	
<i>Cladrastis kentukea</i>	Yellow Wood			•	•				
<i>Cordyline australis</i>	Dracaena				•		•		
<i>Cornus spp.</i>	Dogwood				•			•	
<i>Cornus controversa</i>	Giant Dogwood			•	•			•	
<i>Cornus x</i> 'Eddie's White Wonder'	Eddie's White Wonder Dogwood			•	•			•	
<i>Cornus florida</i>	Eastern Dogwood			•	•			•	
<i>Cornus kousa</i>	Kousa Dogwood			•	•			•	
<i>Cotinus obovatus</i>	Smoke Tree				•			•	
<i>Crataegus laevigata</i> 'Paul's Secret'	Paul's Secret English Hawthorn			•	•				
<i>Crataegus phaenopyrum</i>	Washington Hawthorn			•	•				
<i>Cryptomeria japonica</i>	Japanese Cryptomeria				•				•
<i>Cupressus spp.</i>	Cypress	•	•		•		•	•	•
<i>Cupressus arizonica</i>	Arizona Cypress	•	•		•		•	•	•
<i>Cupressus sempervirens</i>	Italian Cypress	•	•		•		•	•	•
<i>Diospyros kaki</i>	Fuyu Persimmon				•			•	
<i>Diospyros virginiana</i>	American Persimmon				•			•	

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\*\*\*River-Friendly Landscaping List – Sacramento, CA





Botanical Name	Common Name	Project Entries	Local Collector	Folsom Street Tree/ Local Parkway	Single Family	Water Tank Screening	Recreation Facility	Open Space/Trails	Drainage Corridor
<i>Ebenopsis ebano</i>	Texas Ebony			•	•				
<i>Elaeocarpus decipiens</i>	Japanese Blueberry Tree	•	•	•	•		•	•	
<i>Eriobotrya deflexa</i>	Bronze Loquat	•	•		•		•	•	
<i>Eriobotrya japonica</i>	Loquat	•	•		•		•	•	
<i>Eucalyptus spp.** (Exclude invasive sp.)</i>	Gum				•	•		•	•
<i>Eucalyptus nicholii</i>	Nichol's Willow-leaved Peppermint			•	•	•		•	•
<i>Eucalyptus polyanthemus</i>	Silver Dollar Gum			•	•	•		•	•
<i>Eucalyptus sideroxylon</i>	Red Ironbark Gum			•	•	•		•	•
<i>Eucommia ulmoides</i>	Hardy Rubber Tree			•	•			•	•
<i>Fagus grandifolia</i>	American Beech				•			•	
<i>Fagus sylvatica</i>	European Beech			•	•			•	
<i>Fagus sylvatica 'Atropunicea'</i>	Copper Beech				•			•	
<i>Fagus sylvatica 'Pendula'</i>	Weeping European Beech				•			•	
<i>Fagus sylvatica 'Purpurea Pendula'</i>	Weeping Purple Beech				•			•	
<i>Feijoa sellowiana</i>	Pineapple Guava				•			•	
<i>Ficus carica</i>	Common Fig	•	•		•			•	
<i>Ficus microcarpa nitida</i>	Indian Laurel Fig	•	•		•			•	
<i>Firmiana simplex</i>	Parasol Tree				•				
<i>Fraxinus spp.</i>	Ash	•	•		•		•	•	•
<i>Fraxinus Americana 'Autumn Purple'</i>	Autumn Purple White Ash	•	•	•	•		•	•	•
<i>Fraxinus angustifolia 'Raywood'</i>	Raywood Ash	•	•	•	•		•	•	•
<i>Fraxinus greggi</i>	Little Leaf Ash	•	•	•	•		•	•	•
<i>Fraxinus latifolia</i>	Oregon Ash	•	•		•		•	•	•
<i>Geijera parviflora</i>	Australian Willow	•	•	•	•		•	•	
<i>Ginkgo biloba</i>	Ginkgo, Maidenhair Tree	•	•		•		•	•	
<i>Ginkgo biloba 'Autumn Gold'</i>	Autumn Gold Maidenhair Tree	•	•	•	•		•	•	
<i>Ginkgo biloba 'Princeton Sentry'</i>	Princeton Sentry Maidenhair Tree	•	•	•	•		•	•	
<i>Ginkgo biloba 'Saratoga'</i>	Saratoga Maidenhair Tree	•	•		•			•	
<i>Gleditsia triacanthos</i>	Honey Locust				•			•	
<i>Gleditsia triacanthos 'Shademaster'</i>	Shademaster Locust				•			•	

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# WHITE ROCK SPRINGS RANCH | DESIGN GUIDELINES



Botanical Name	Common Name	Project Entries	Local Collector	Folsom Street Tree/ Local Parkway	Single Family	Water Tank Screening	Recreation Facility	Open Space/Trails	Drainage Corridor
<i>Gleditsia tracanthos</i> 'Sunburst'	Sunburst Locust				•			•	
<i>Grevillea robusta</i>	Silk Oak			•	•			•	•
<i>Gymnocladus dioica</i>	Kentucky Coffee Tree			•	•				
<i>Halesia carolina</i>	Carolina Silver Bell			•	•				
<i>Heteromeles arbutifolia</i> *	Toyon	•	•		•		•	•	•
<i>Hymenosporum flavum</i>	Sweetshade	•	•		•		•	•	
<i>Ilex x 'Nellie R. Stevens'</i>	Nellie Stevens Holly				•			•	
<i>Ilex altaclarensis</i> 'Wilsonii'	Wilson Altaclara Holly				•			•	
<i>Ilex aquifolium</i>	English Holly				•			•	
<i>Ilex cornuta</i> 'Burfordii'	Burford Chinese Holly				•			•	
<i>Juglans californica</i> 'Hindsii'***	California Black Walnut			•	•			•	•
<i>Juglans cinerea</i>	Butternut			•	•				
<i>Juglans nigra</i>	Black Walnut				•				
<i>Juglans regia</i>	English Walnut			•	•				
<i>Juniperus conferta</i>	Shore Juniper				•		•	•	
<i>Juniperus californica</i>	California Juniper				•		•	•	•
<i>Juniperus occidentalis</i>	Western Juniper				•		•	•	
<i>Juniperus osteosperma</i>	Utah Juniper				•		•	•	
<i>Juniperus scopulorum</i> 'Blue Haven'	Blue Haven Juniper				•		•	•	
<i>Juniperus scopulorum</i> 'Skyrocket'	Skyrocket Juniper				•		•	•	
<i>Koelreuteria bipinnata</i>	Chinese Flame Tree	•	•	•	•		•	•	•
<i>Koelreuteria paniculata</i>	Goldenrain Tree	•	•	•	•		•	•	•
<i>Lagerstroemia spp.</i>	Crape Myrtle	•	•		•		•	•	
<i>Lagerstroemia hybrid</i> 'Arapaho'	Arapaho Crape Myrtle	•	•	•	•		•	•	
<i>Lagerstroemia hybrid</i> 'Muskogee'	Muskogee Crape Myrtle	•	•	•	•		•	•	
<i>Lagerstroemia hybrid</i> 'Natchez'	Natchez Crape Myrtle	•	•	•	•		•	•	
<i>Lagerstroemia hybrid</i> 'Tonto'	Tonto Crape Myrtle	•	•	•	•		•	•	
<i>Lagerstroemia hybrid</i> 'Tuscarora'	Tuscarora Crape Myrtle	•	•	•	•		•	•	
<i>Laurus nobilis</i>	Sweet Bay	•	•	•	•		•	•	•
<i>Leucaena retusa</i>	Golden Ball Lead Tree				•				

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<i>Liquidambar spp.</i>	Sweet Gum	•	•		•		•	•	•
<i>Liriodendron tulipifera</i>	Tulip Tree	•	•	•	•		•	•	
<i>Lithocarpus edulis</i>	Japanese False Oak			•	•				
<i>Maackia amurensis</i>	Amur Maackia			•	•				
<i>Magnolia spp.</i>	Magnolia	•	•		•	•	•	•	•
<i>Magnolia grandiflora</i>	Southern Magnolia	•	•	•	•	•	•	•	•
<i>Magnolia grandiflora</i> 'St. Mary'	St. Mary Southern Magnolia	•	•		•	•	•	•	•
<i>Magnolia kobus</i>	Kobus Magnolia	•	•		•			•	•
<i>Magnolia x soulangeana</i>	Saucer Magnolia	•	•	•	•		•	•	•
<i>Malus spp.</i>	Crabapple				•			•	
<i>Malus</i> 'Centurion'	Centurion Crabapple			•	•			•	
<i>Malus</i> 'Harvest Gold'	Harvest Gold Crabapple			•	•			•	
<i>Malus ioensis</i> 'Prairiefire'	Prairiefire Crabapple			•	•			•	
<i>Malus</i> 'Robinson'	Robinson Crabapple			•	•			•	
<i>Malus</i> 'Strawberry Parfait'	Strawberry Parfait Crabapple			•	•			•	
<i>Maytenus boaria</i>	Mayten Tree			•	•			•	
<i>Melaleuca lanceolata</i>	Black Tea Tree				•			•	•
<i>Melaleuca leucadendron</i>	Paperbark	•	•		•	•	•	•	•
<i>Melaleuca linariifolia</i>	Flaxleaf Paperbark	•	•		•	•	•	•	•
<i>Melaleuca quinquenervia</i>	Broad-leaved Paperbark	•	•			•	•	•	•
<i>Metasequoia glyptostroboides</i>	Dawn Redwood			•	•			•	•
<i>Morus alba</i>	White Mulberry				•			•	
<i>Nyssa sylvatica</i>	Sour Gum			•	•			•	
<i>Olea europaea</i>	Olive	•	•	•	•			•	
<i>Olea europaea</i> Majestic Beauty <i>TM</i>	Majestic Beauty <i>TM</i> Olive	•	•		•			•	
<i>Olea europaea</i> 'Swan Hill'*	Swan Hill Olive	•	•		•		•	•	
<i>Olneya tesota</i>	Desert Ironwood			•	•			•	•
<i>Osmanthus fragrans</i>	Sweet Olive				•				
<i>Ostrya virginiana</i>	American Hop-hornbeam			•	•				
<i>Parkinsonia aculeata</i> *	Mexican Palo Verde				•	•	•	•	

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<i>Parkinsonia floridum</i> *	Blue Palo Verde				•	•	•	•	
<i>Parkinsonia x 'Desert Museum'</i> *	Mexican Palo Verde				•	•	•	•	
<i>Persea borbonia</i>	Redbay			•	•				•
<i>Persea thunbergii</i>	Persea			•	•				•
<i>Photinia serratifolia</i>	Chinese Photinia			•	•			•	
<i>Picea pungens</i>	Colorado Spruce				•				
<i>Picea pungens glauca</i>	Colorado Blue Spruce				•				
<i>Pinus brutia</i>	Calabrian Pine	•	•	•	•			•	•
<i>Pinus canariensis</i>	Canary Island Pine	•	•	•	•	•	•	•	•
<i>Pinus coulteri</i>	Coulter Pine	•	•	•	•			•	•
<i>Pinus densiflora</i>	Japanese Red Pine	•	•	•	•			•	•
<i>Pinus edulis</i>	Pinon Pine	•	•		•			•	•
<i>Pinus eldarica</i>	Afghan Pine	•	•	•	•	•	•	•	•
<i>Pinus flexilis</i>	Limber Pine	•	•	•	•			•	•
<i>Pinus halepensis</i>	Allepo Pine	•	•	•	•	•	•	•	•
<i>Pinus nigra</i>	Austrian Black Pine	•	•	•	•			•	•
<i>Pinus parviflora</i>	Japanese White Pine	•	•	•	•			•	•
<i>Pinus pinea</i>	Italian Stone Pine	•	•	•	•	•	•	•	•
<i>Pinus ponderosa</i>	Ponderosa Pine	•	•	•	•	•		•	•
<i>Pinus sabiniana</i> ***	Gray Pine	•	•		•			•	•
<i>Pinus strobus</i>	White Pine	•	•	•	•			•	•
<i>Pinus sylvestris</i>	Scotch Pine	•	•	•	•			•	•
<i>Pinus thunbergii</i>	Japanese Black Pine	•	•	•	•			•	•
<i>Pistacia chinensis</i>	Chinese Pistache	•	•	•	•		•	•	•
<i>Pistacia chinensis 'Keith Davies'</i>	Keith Davies Chinese Pistache	•	•	•	•		•		
<i>Pistacia chinensis 'Red Push'</i>	Red Push Chinese Pistache	•	•	•	•		•		
<i>Pittosporum tenuifolium</i>	Blackstem Pittosporum	•	•		•		•		•
<i>Platanus x acerifolia</i>	London Planetree	•	•		•	•	•	•	•
<i>Platanus x acerifolia 'Bloodgood'</i>	Bloodgood Planetree	•	•		•	•	•	•	•
<i>Platanus x acerifolia 'Columbia'</i>	Columbia London Planetree	•	•	•	•	•	•	•	•

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<i>Platanus x acerifolia</i> 'Yarwood'	Yarwood London Planetree	•	•		•	•	•	•	•
<i>Platanus occidentalis</i>	American Sycamore	•	•	•	•	•	•	•	•
<i>Platanus racemosa</i> ***	California Sycamore	•	•	•	•	•	•	•	•
<i>Podocarpus gracilior</i>	Fern Pine	•	•	•	•		•	•	•
<i>Podocarpus henkelii</i>	Long-leafed Yellowwood	•	•		•		•	•	•
<i>Podocarpus macrophyllus</i>	Yew Pine	•	•	•	•		•	•	•
<i>Podocarpus macrophyllus</i> 'Maki'	Shrubby Yew Pine	•	•		•		•	•	•
<i>Populus canadensis</i>	Carolina Poplar	•	•		•	•	•	•	•
<i>Populus fremontii</i> ***	Fremont or Western Cottonwood	•	•		•	•	•	•	•
<i>Populus nigra</i> 'Italica'	Lombardy Poplar	•	•		•		•	•	•
<i>Prosopis glandulosa</i> 'Maverick'	Maverick Texas Honey Mesquite			•	•			•	•
<i>Prosopis hybrid</i> 'Phoenix'	Phoenix Thornless Mesquite			•	•			•	•
<i>Prunus spp.</i>	Flowering Cherry	•	•		•				
<i>Prunus caroliniana</i>	Carolina Laurel Cherry	•	•	•	•		•		
<i>Prunus cerasifera</i> var.	Cherry Plum	•	•		•		•		
<i>Prunus cerasifera</i> 'Krauter Vesuvius'	Purple Leaf Plum	•	•	•	•		•		
<i>Prunus dulcis</i>	Almond				•				
<i>Pseudotsuga menziesii</i>	Douglas Fir			•	•			•	•
<i>Pterostyrax hispida</i>	Epaulette Tree			•	•				
<i>Punica granatum</i>	Pomegranate				•				
<i>Pyrus calleryana</i> 'Capital'	Capital Pear		•	•	•		•		
<i>Pyrus calleryana</i> 'Chanticleer'	Chanticleer Pear		•	•	•		•		
<i>Pyrus calleryana</i> 'Redspire'	Redspire Pear		•	•	•		•		
<i>Pyrus fauriei</i> 'Korean Sun'	Fauer Pear		•		•		•		
<i>Pyrus kawakamii</i>	Evergreen Pear		•	•	•		•		
<i>Quercus acutissima</i>	Sawtooth Oak	•	•	•	•		•	•	•
<i>Quercus agrifolia</i>	Coast Live Oak	•	•	•	•		•	•	•
<i>Quercus bicolor</i>	Swamp White Oak	•	•	•	•		•	•	•
<i>Quercus castaneifolia</i>	Chestnut-leaved Oak	•	•	•	•		•	•	•
<i>Quercus cerris</i>	Turkey Oak	•	•	•	•		•	•	•

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<i>Quercus chrysolepis</i>	Golden Cup Oak	•	•	•	•		•	•	•
<i>Quercus coccinea</i>	Scarlet Oak	•	•	•	•		•	•	•
<i>Quercus douglasii</i> ***	Blue Oak	•	•	•	•		•	•	•
<i>Quercus garryana</i>	Oregon White Oak	•	•	•	•		•	•	•
<i>Quercus ilex</i>	Holly Oak	•	•	•	•		•	•	•
<i>Quercus lobata</i>	Valley Oak	•	•	•	•		•	•	•
<i>Quercus macrocarpa</i>	Burr Oak	•	•	•	•		•	•	•
<i>Quercus x morehus</i>	Oracle Oak	•	•	•	•		•	•	•
<i>Quercus muehlenbergii</i>	Chinquapin Oak	•	•	•	•		•	•	•
<i>Quercus nuttallii</i>	Nuttall Oak	•	•	•	•		•	•	•
<i>Quercus palustris</i>	Pin Oak	•	•	•	•		•	•	•
<i>Quercus phellos</i>	Willow Oak	•	•	•	•		•	•	•
<i>Quercus rubra</i>	Red Oak	•	•	•	•		•	•	•
<i>Quercus shumardii</i>	Shumard Oak	•	•	•	•		•	•	•
<i>Quercus suber</i>	Cork Oak	•	•	•	•		•	•	•
<i>Quercus virginiana</i>	Southern Live Oak	•	•	•	•		•	•	•
<i>Quercus wislizeii</i>	Interior Live Oak	•	•	•	•		•	•	•
<i>Rhus lancea</i>	African Sumac	•	•	•	•		•	•	•
<i>Robinia X ambigua 'Idahoensis'</i>	Idaho Locust	•	•		•				
<i>Robinia X ambigua 'Purple Robe'</i>	Purple Robe Locust	•	•		•				
<i>Salix babylonica</i>	Weeping Willow				•			•	•
<i>Salix gooddingii</i> ***	Black Willow				•			•	•
<i>Salix laevigata</i> ***	Red Willow				•			•	•
<i>Salix lasiolepis</i> ***	Arroyo Willow				•			•	•
<i>Sapium sebiferum</i>	Chinese Tallow Tree				•				
<i>Sciadopitys verticillata</i>	Umbrella Pine				•				
<i>Sophora spp.</i>	Pagoda Tree				•				
<i>Sophora japonica</i>	Japanese Pagoda Tree			•	•				
<i>Sophora scundiflora</i>	Mescal Bean Tree			•	•				

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<i>Sophora scundiflora</i> 'Silver Sierra'	Silver Sierra, Texas Mountain Laurel			•	•				
<i>Styrax japonicus</i>	Japanese Snowbell			•	•				
<i>Styrax obassia</i>	Fragrant Snowbell			•	•				
<i>Syringa reticulata</i>	Japanese Tree Lilac			•	•				
<i>Taxodium distichum</i>	Bald Cypress			•	•				•
<i>Taxodium mucronatum</i>	Montezuma Cypress			•	•				•
<i>Taxus baccata</i>	English Yew				•				•
<i>Thuja occidentalis</i>	American Arborvitae			•	•				•
<i>Thuja plicata</i>	Western Red Cedar			•	•				•
<i>Tilia americana</i>	American Linden, Basswood			•	•				
<i>Tilia cordata</i>	Little-leaf Linden			•	•				
<i>Tilia tomentosa</i>	Silver Linden			•	•				
<i>Toona sinensis</i>	Toona			•	•				
<i>Ulmus americana</i> 'Princeton'	American Elm (DED resistant)	•	•	•	•			•	•
<i>Ulmus glabra</i> 'Camperdownii'	Camperdown Elm	•	•		•			•	•
<i>Ulmus parvifolia</i> var.	Chinese or Evergreen Elm	•	•		•	•	•	•	•
<i>Ulmus parvifolia</i> 'Allee'	Chinese Lacebark Elm	•	•	•	•			•	•
<i>Ulmus wilsonii</i> 'Prospector'	Prospector Elm	•	•	•	•			•	•
<i>Ulmus</i> x 'Frontier'	Frontier Elm	•	•	•	•		•	•	•
<i>Umbellularia californica</i> ***	California Bay	•	•		•			•	•
<i>Vitex agnus-castus</i>	Chaste Tree			•	•				
<i>Vitex agnus-castus</i> 'Montrose Purple'	Montrose Purple Chaste Tree			•	•				
<i>Yucca</i> spp.	Yucca	•	•		•		•		
<i>Zelkova serrata</i>	Sawleaf Zelkova	•	•	•	•		•		•
<i>Zelkova serrata</i> 'Village Green'	Village Green Zelkova	•	•		•		•		•
<i>Ziziphus jujube</i>	Jujube, Chinese Date				•				

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<b>PALMS</b>									
<i>Butia capitata</i>	Pindo Palm	•			•		•	•	
<i>Chamaerops humilis</i>	Mediterranean Fan Palm	•	•		•		•	•	
<i>Cycas revoluta</i>	Sago Palm	•	•		•		•	•	
<i>Phoenix canariensis</i>	Canary Island Date Palm	•	•		•		•	•	
<i>Phoenix dactylifera*</i>	Edible Date Palm	•	•		•		•	•	
<i>Phoenix reclinata</i>	Senegal Date Palm	•	•		•		•	•	
<i>Syagrus romanzoffianum</i>	Queen Palm	•	•		•		•	•	
<i>Trachycarpus fortunei</i>	Windmill Palm	•	•		•		•	•	
<i>Washingtonia filifera</i>	California Fan Palm	•	•		•		•	•	
<i>Washingtonia robusta</i>	Mexican Fan Palm	•	•		•		•	•	
<b>SHRUBS</b>									
<i>Abelia X grandiflora</i>	Glossy Abelia	•	•		•	•	•	•	
<i>Acacia spp.**</i>	Acacia	•	•		•		•	•	•
<i>Acanthus mollis</i>	Bear's Breech	•	•		•		•	•	
<i>Achillea millefolium***</i>	Yarrow				•		•	•	
<i>Acer spp.</i>	Maple				•		•	•	
<i>Agapanthus spp.</i>	Lily of the Nile	•	•		•		•	•	
<i>Arbutus unedo 'Compacta'</i>	Dwarf Strawberry Tree	•	•		•		•	•	•
<i>Arctostaphylos spp.**</i>	Manzanita	•	•		•		•	•	
<i>Armeria maritima</i>	Sea Pink	•	•		•		•	•	
<i>Artemisia spp.</i>	Artemisia				•		•	•	
<i>Asclepias curvassavica</i>	Blood Flower Milkweed				•		•	•	•
<i>Aucuba japonica</i>	Japanese Aucuba	•	•		•		•	•	
<i>Aucuba japonica 'Crotonifolia'</i>	Croton Leaf Aucuba	•	•		•		•	•	
<i>Aucuba japonica 'Variegata'</i>	Gold Dust Plant	•	•		•		•	•	
<i>Azalea spp.</i>	Azalea	•	•		•		•	•	
<i>Baccharis 'Centennial'*</i>	Centennial Coyote Brush	•	•	•	•		•	•	•
<i>Baccharis pilularis var.</i>	Coyote Bush	•	•	•	•		•	•	•
<i>Bambusa multiplex 'Alphonse Karr'</i>	Alphonse Karr Bamboo				•	•	•	•	

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<i>Bambusa oldhamii</i>	Clumping Giant Timber Bamboo				•	•	•		
<i>Berberis spp.</i>	Barberry				•			•	
<i>Berberis thunbergii</i> var.	Japanese Barberry				•			•	
<i>Buddleja davidii</i> var.	Butterfly Bush				•		•		•
<i>Buxus spp.</i>	Boxwood	•	•		•		•	•	
<i>Caesalpinia gilliesii</i> *	Yellow Bird of Paradise	•	•		•				•
<i>Calycanthus occidentalis</i> ***	Spicebush				•				
<i>Camellia spp.</i>	Camellia	•	•		•		•	•	
<i>Cassia artemisioides</i>	Feathery Cassia				•			•	•
<i>Ceanothus spp.</i> **	Lilac	•	•		•		•	•	•
<i>Cephalanthus occidentalis</i> ***	Button Bush				•				
<i>Cistus spp.</i> **	Rockrose				•		•	•	•
<i>Coleonema spp.</i>	Breath Of Heaven	•	•		•		•		
<i>Convolvulus cneorum</i>	Bush Morning Glory	•	•		•		•		•
<i>Cordyline australis</i> var.	Australian Dracaena	•	•		•		•		
<i>Cornus sericea</i> ***	Red Twig Dogwood	•	•		•			•	
<i>Cotoneaster spp.</i>	Cotoneaster				•		•	•	•
<i>Dicksonia antarctica</i>	Tasmanian Tree Fern	•	•		•		•	•	
<i>Dietes vegeta</i>	Fortnight Lily	•	•		•		•	•	
<i>Dodonaea viscosa</i>	Hopseed Bush	•	•		•	•	•	•	•
<i>Dodonaea viscosa 'Purpurea'</i>	Purple-leafed Hopseed Bush	•	•		•	•	•	•	•
<i>Eleagnus pungens</i> var.	Silverberry				•			•	•
<i>Encelia spp.</i>	Brittlebush				•			•	•
<i>Erigeron karvinskianus</i>	Santa Barbara Daisy				•			•	
<i>Eriogonum spp.</i>	Buckwheat				•			•	•
<i>Euonymus spp.</i>	Euonymus	•	•		•		•	•	
<i>Fatsia japonica</i>	Japanese Aralia	•	•		•		•		
<i>Fremontodendron spp.</i> *	Flannel Bush				•			•	•
<i>Gardenia spp.</i>	Gardenia	•	•		•		•		

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Botanical Name	Common Name	Project Entries	Local Collector	Folsom Street Tree/ Local Parkway	Single Family	Water Tank Screening	Recreation Facility	Open Space/Trails	Drainage Corridor
<i>Grevillea</i> spp.	Grevillea	•	•		•		•		
<i>Grewia occidentalis</i>	Lavender Starflower	•	•		•		•	•	
<i>Hemerocallis</i> spp.**	Daylily	•	•		•		•	•	
<i>Heteromeles arbutifolia</i> *,***	Toyon	•	•		•		•	•	•
<i>Hibiscus</i> spp.	Hibiscus	•	•		•		•	•	
<i>Hydrangea</i> spp.	Hydrangea	•	•		•		•	•	
<i>Hypericum</i> spp.	St. Johnswort, Goldflower	•	•		•		•	•	
<i>Ilex</i> spp.	Holly				•		•	•	
<i>Juniperus</i> spp.**	Juniper	•	•		•		•	•	•
<i>Kniphofia uvaria</i>	Red Hot Poker	•	•		•		•	•	•
<i>Lantana</i> spp.**	Lantana	•	•	•	•		•	•	•
<i>Lavandula</i> spp.**	Lavender	•	•		•		•	•	
<i>Leucophyllum</i> spp.	Texas Ranger				•		•	•	•
<i>Ligustrum japonicum</i>	Japanese Privet	•	•		•	•	•	•	
<i>Ligustrum japonicum</i> 'Texanum'	Wax Leaf Privet	•	•		•	•	•	•	
<i>Ligustrum lucidum</i>	Glossy Privet, White Wax Tree	•	•		•		•	•	
<i>Liriope muscari</i>	Big Blue Lily Turf	•	•		•		•		
<i>Lobelia laxiflora</i>	Red Mexican Lobelia				•		•	•	•
<i>Mahonia</i> spp.	Oregon Grape				•				
<i>Mimulus aurantiacus</i> *,***	Sticky Monkey Flower				•			•	•
<i>Mimulus bifidus</i>	Santa Lucia Monkey Flower				•			•	•
<i>Mimulus puniceus</i>	Red Monkey Flower				•			•	•
<i>Myoporum laetum</i>	Myoporum	•	•	•	•		•	•	•
<i>Myrtus</i> spp.	Myrtle				•			•	
<i>Nandina domestica</i> var.	Nandina, Heavenly Bamboo	•	•		•		•		
<i>Neprolepis cordifolia</i>	Sword Fern	•	•		•		•		
<i>Nolina bigelovii</i>	Nolina	•	•		•			•	•
<i>Osmanthus fragrans</i>	Sweet Olive				•		•	•	
<i>Osteospermum</i> spp.	Freeway Daisy	•	•		•		•	•	
<i>Pelargonium X hortorum</i>	Garden Geranium	•	•		•		•	•	

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\*\*\*River-Friendly Landscaping List – Sacramento, CA





Botanical Name	Common Name	Project Entria	Local Collector	Foliom Street Tree/ Local Parkway	Single Family	Water Tank Screening	Recreation Facility	Open Space/Trails	Drainage Corridor
<i>Penstemon spp.</i>	Penstemon				•		•	•	
<i>Phormium spp.**</i>	Flax	•	•		•	•	•	•	•
<i>Photinia x fraseri</i>	Fraser's Photinia	•	•		•	•	•	•	•
<i>Phyllostachys aurea</i>	Golden Bamboo				•	•	•		
<i>Phyllostachys bambusoides</i>	Giant Timber Bamboo				•	•	•		
<i>Pittosporum spp.</i>	Pittosporum	•	•		•	•	•	•	
<i>Portulacaria afra</i>	Elephant's Food	•	•		•		•	•	•
<i>Prunus caroliniana 'Compacta'</i>	Dwarf Carolina Laurel Cherry	•	•		•		•	•	•
<i>Pyracantha spp.</i>	Pyracantha	•	•		•	•		•	
<i>Rhamnus californica var.*</i>	California Coffeeberry				•			•	•
<i>Raphiolepis spp.</i>	Indian Hawthorn	•	•		•	•	•	•	
<i>Rhus ovata</i>	Sugar Bush	•	•		•	•	•		•
<i>Ribes malvaceum***</i>	Chaparral Currant				•				•
<i>Ribes spp.</i>	Currant				•				•
<i>Romneya coulteri*</i>	Matilija Poppy				•			•	•
<i>Romneya 'White Cloud'</i>	White Cloud Matilija Poppy				•			•	•
<i>Rosa spp.</i>	Rose	•	•		•				
<i>Rosa californica***</i>	Wild Rose				•			•	•
<i>Rosmarinus spp.**</i>	Rosemary	•	•	•	•		•	•	•
<i>Salvia spp.**</i>	Sage	•	•		•		•	•	•
<i>Sambucus mexicana***</i>	Mexican Elderberry				•			•	•
<i>Santolina chamaecyparissus</i>	Lavender Cotton				•				
<i>Stachys byzantina</i>	Lamb's Ears				•		•		
<i>Styrax officinalis var. redivivus***</i>	Snowdrop Bush				•				
<i>Symphoricarpos spp.</i>	Snowberry				•				
<i>Thymus spp.**</i>	Thyme	•	•	•	•		•		
<i>Trachelospermum asiaticum</i>	Yellow Star Jasmine	•	•	•	•		•		
<i>Trachelospermum jasminoides</i>	Star Jasmine	•	•	•	•		•		
<i>Verbena spp.**</i>	Verbena	•	•		•		•	•	
<i>Viburnum spp.</i>	Viburnum	•	•		•	•	•	•	•

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<i>Westringia spp.</i>	Coast Rosemary	•	•		•	•	•	•	•
<i>Xylosma congestum</i>	Xylosma, Glossy Xylosma	•	•		•	•	•	•	•
<i>Yucca spp.**</i>	Yucca	•	•		•		•	•	•
<b>SUCCULENTS</b>									
<i>Agave spp.**</i>	Agave	•	•		•		•	•	•
<i>Aloe spp.**</i>	Aloe	•	•		•		•	•	•
<i>Bulbine frutescens</i>	Yellow Stalked Bulbine	•	•		•		•	•	•
<i>Bulbine frutescens 'Hallmark'</i>	Orange Hallmark Bulbine	•	•		•		•	•	•
<i>Bulbine frutescens 'Yellow'</i>	Yellow Bulbine	•	•		•		•	•	•
<i>Echeveria spp.</i>	Hen and Chicks	•	•		•		•	•	•
<i>Euphorbia rigida</i>	Blue Euphorbia	•	•		•		•	•	•
<i>Euphorbia spp.</i>	Euphorbia	•	•		•		•	•	•
<i>Ferocactus wislizenii</i>	Fish Hook Barrel Cactus	•	•		•		•	•	•
<i>Hesperaloe parviflora</i>	Red Yucca	•	•		•		•	•	•
<i>Opuntia spp.</i>	Prickly Pear	•	•		•		•	•	•
<i>Portulacaria afra*</i>	Elephant's Food, Elephant Bush	•	•		•		•	•	•
<i>Sedum spp.</i>	Sedum	•	•	•	•		•	•	•
<i>Yucca spp.</i>	Yucca	•	•		•		•	•	•
<b>GROUNDCOVER</b>									
<i>Achillea spp.**</i>	Yarrow				•	•	•	•	•
<i>Ajuga reptans var.</i>	Carpet Bugle	•	•		•	•	•		
<i>Arctostaphylos spp.</i>	Manzanita	•	•		•	•	•	•	•
<i>Baccharis pilularis***</i>	Coyote Brush	•	•	•	•	•	•	•	•
<i>Bergenia cordifolia</i>	Heartleaf Bergenia	•	•		•	•	•		
<i>Campanula poscharskyana</i>	Serbian Bellflower	•	•		•	•	•		
<i>Ceanothus griseus var.</i>	Carmel Creeper	•	•	•	•	•	•	•	
<i>Centranthus ruber</i>	Jupiter's Beard	•	•		•	•	•	•	•
<i>Cerastium tomentosum</i>	Snow-in-Summer	•	•		•	•	•	•	
<i>Cyclamen persicum</i>	Cyclamen	•	•		•	•			
<i>Dianthus spp.</i>	Carnation	•	•		•	•	•		

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<i>Dichondra micrantha</i>	Dichondra	•	•	•	•	•	•		
<i>Festuca californica</i> 'Serpentine Blue'	California Fescue selection	•	•	•	•	•	•	•	•
<i>Festuca glauca</i>	Blue Fescue	•	•	•	•	•	•	•	•
<i>Fragaria chiloensis</i>	Ornamental Strawberry	•	•		•	•	•		
<i>Fragaria</i> 'Pink Panda'	Pink Panda Ornamental Strawberry	•	•		•	•	•		
<i>Gazania hybrids</i>	Hybrid Gazania	•	•		•	•	•	•	•
<i>Gazania</i> spp.	Gazania	•	•		•	•	•	•	•
<i>Geranium</i> spp.	Cranesbill	•	•		•	•	•		
<i>Hedera canarensis</i>	Algerian Ivy	•	•		•	•	•		
<i>Hedera helix</i>	English Ivy	•	•		•	•	•		
<i>Heuchera</i> spp.**	Coral Bells	•	•		•	•	•	•	•
<i>Hypericum</i> spp.	St. John's Wort	•	•	•	•	•	•		
<i>Iberis sempervirens</i>	Evergreen Candytuft	•	•		•	•			
<i>Impatiens wallerana</i>	Impatiens	•	•		•	•	•		
<i>Juniperus</i> spp.	Juniper	•	•		•	•	•	•	
<i>Lantana</i> spp.	Lantana	•	•		•	•	•	•	•
<i>Lobelia erinus</i>	Lobelia	•	•		•	•	•	•	•
<i>Lonicera japonica</i> 'Halliana'	Hall's Honeysuckle	•	•		•	•	•		
<i>Myoporum parvifolium</i>	Ground Cover Myoporum	•	•	•	•	•	•	•	•
<i>Myoporum parvifolium</i> 'Putah Creek'	Putah Creek Myoporum	•	•	•	•	•	•	•	•
<i>Nandina domestica</i> 'Harbour Dwarf'	Dwarf Heavenly Bamboo	•	•		•	•	•		
<i>Ophiopogon</i> spp.	Mondo Grass	•	•	•	•	•	•		
<i>Osteospermum fruticosum</i> var.	Trailing African Daisy	•	•		•	•	•		
<i>Rosa</i> Ground Cover varieties	Ground Cover Rose	•	•		•	•	•		
<i>Santolina chamaecyparissus</i>	Lavender Cotton	•	•		•	•	•		•
<i>Scaevola</i> 'Mauve Clusters'	Fan Flower	•	•		•	•	•		
<i>Sedum morganianum</i>	Donkey Tail	•	•		•	•	•		
<i>Sedum rubrotinctum</i>	Pork and Beans	•	•		•	•	•		
<i>Soleirolia soleirolli</i>	Baby's Tears	•	•	•	•	•	•		
<i>Thymus praecox arcticus</i>	Creeping Thyme	•	•	•	•	•	•		

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<i>Thymus praecox</i> 'Purple Carpet'	Purple Carpet Creeping Thyme	•	•	•	•	•	•		
<i>Trachelospermum asiaticum</i>	Yellow Star Jasmine	•	•	•	•	•	•		
<i>Vinca minor</i> *	Dwarf Periwinkle	•	•		•	•	•		•
<i>Vinca minor</i> 'Sterling Silver'	Sterling Silver Periwinkle	•	•		•	•	•		•
<i>Zauschneria californica</i>	California Fuchsia	•	•		•	•	•	•	•
<i>Zinnia angustifolia</i>	Zinnia	•	•		•	•	•		
<i>Zoysia tenuifolia</i> *	Korean Grass	•	•	•	•	•	•		
<b>VINES</b>									
<i>Clematis armandii</i>	Evergreen Clematis	•	•		•	•	•	•	•
<i>Distictus buccinatoria</i>	Scarlet Trumpet Vine	•	•		•	•	•	•	•
<i>Ficus pumila</i>	Creeping Fig	•	•		•	•	•	•	•
<i>Gelsemium sempervirens</i>	Carolina Jessamine	•	•		•	•	•	•	•
<i>Hardenbergia violacea</i>	Lilac Vine	•	•		•	•	•	•	•
<i>Hardenbergia violacea</i> 'Rosea'	Pink Lilac Vine	•	•		•	•	•	•	•
<i>Hedera spp.</i>	Ivy	•	•		•	•	•	•	•
<i>Jasminum polyanthum</i>	Pink Jasmine	•	•		•	•	•	•	•
<i>Lonicera hildebrandeana</i>	Giant Burmese Honeysuckle	•	•		•	•	•	•	
<i>Lonicera japonica</i>	Japanese Honeysuckle	•	•		•	•	•	•	
<i>Macfadyena unguis-cati</i>	Cat's Claw Vine	•	•		•	•	•	•	
<i>Parthenocissus</i> 'Hacienda Creeper'	Hacienda Creeper	•	•		•	•	•	•	
<i>Parthenocissus quinquefolia</i>	Virginia Creeper	•	•		•	•	•	•	
<i>Parthenocissus tricuspidata</i>	Boston Ivy	•	•		•	•	•		
<i>Parthenocissus tricuspidata</i> 'Veitchi'	Boston Ivy	•	•		•	•	•		
<i>Rosa</i> 'Cecile Brunner'	Cecile Brunner Rose (polyantha)	•	•		•	•			
<i>Rosa banksiae</i> 'Alba Plena'	dbl. White Lady Banks' Rose	•	•		•	•			
<i>Rosa banksiae</i> 'Lutea'	Yellow Lady Banks' Rose	•	•		•	•			
<i>Rosa spp.</i>	Climbing Rose	•	•		•	•			
<i>Solanum jasminoides</i>	Potato Vine	•	•		•	•	•		
<i>Thunbergia alata</i>	Black-eyed Susan Vine	•	•		•	•	•		
<i>Trachelospermum jasminoides</i>	Star Jasmine	•	•		•	•	•		

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<i>Vitis californica</i>	California Wild Grape	•	•		•	•	•	•	•
<i>Vitis californica</i> 'Roger's Red'	Roger's Red California Grape	•	•		•	•	•	•	•
<i>Wisteria</i> spp.	Wisteria	•	•		•	•	•		
<b>GRASSES/WILDFLOWER</b>									
<i>Bouteloua curtipendula</i> *	Sideoats Grama Grass	•	•		•	•	•	•	•
<i>Bouteloua gracilis</i> *	Blue Grama Grass	•	•		•	•	•	•	•
<i>Carex barbarae</i> ***	Santa Barbara Sedge	•	•	•	•	•	•	•	•
<i>Carex elata</i> *	Golden Variegated Sedge	•	•		•	•	•	•	•
<i>Carex</i> spp.	Sedge	•	•	•	•	•	•	•	•
<i>Chlorogalum pomeridianum</i> ***	Soap Root	•	•		•	•	•	•	•
<i>Collinsia heterophylla</i> ***	Chinese Houses	•	•		•	•			•
<i>Dichelostemma capitatum</i> ***	Bluedicks	•	•		•	•		•	•
<i>Elymus glaucus</i> ***	Blue Wildrye	•	•		•	•		•	•
<i>Epilobium canum</i> ***	California Fuchsia	•	•		•	•		•	•
<i>Eschscholzia californica</i> ***	California Poppy	•	•		•	•		•	•
<i>Festuca californica</i> ***	California Fescue	•	•	•	•	•	•	•	•
<i>Festuca glauca</i>	Blue Fescue	•	•	•	•	•	•	•	•
<i>Festuca mairei</i>	Atlas Fescue	•	•	•	•	•	•	•	•
<i>Festuca rubra</i>	Red Fescue	•	•	•	•	•	•	•	•
<i>Gilia tricolor</i> ***	Bird's Eyes	•	•		•	•		•	•
<i>Helictotrichon sempervirens</i>	Blue Oat Grass	•	•	•	•	•			
<i>Juncus acutus</i>	Spiny Rush	•	•		•	•	•	•	•
<i>Juncus balticus</i>	Rush	•	•		•	•	•	•	•
<i>Juncus effusus</i> ***	Common Rush	•	•		•	•	•	•	•
<i>Juncus effusus pacificus</i> 'Quartz Creek'	Quartz Creek Soft Rush	•	•		•	•	•	•	•
<i>Lasthenia californica</i> ***	Goldfields	•	•		•	•		•	•
<i>Layia fremontii</i> ***	Tidy Tips	•	•		•	•		•	•
<i>Leymus condensatus</i> *	Wild Rye	•	•		•	•		•	•
<i>Leymus condensatus</i> 'Canyon Prince'*	Canyon Prince Wild Rye	•	•		•	•		•	•
<i>Leymus triticoides</i> ***	Creeping Wild Rye	•	•		•	•		•	•

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# WHITE ROCK SPRINGS RANCH | DESIGN GUIDELINES



Botanical Name	Common Name	Project Entries	Local Collector	Folsom Street Tree/ Local Parkway	Single Family	Water Tank Screening	Recreation Facility	Open Space/Trails	Drainage Corridor
<i>Lupinus microcarpus</i> ***	White-Whorled Lupine	•	•		•	•		•	•
<i>Lupinus microcarpus</i> var. <i>densiflorus</i> ***	Golden Lupine	•	•		•	•		•	•
<i>Lupinus nanus</i> ***	Sky Lupine	•	•		•	•		•	•
<i>Miscanthus</i> spp.	Miscanthus	•	•		•	•	•	•	•
<i>Muhlenbergia</i> spp.	Muhlenbergia	•	•		•	•	•	•	•
<i>Muhlenbergia rigens</i> ***	Deergrass	•	•		•	•	•	•	•
<i>Nassella lepida</i> ***	Foothill Needlegrass	•	•		•	•	•	•	•
<i>Nassella pulchra</i> ***	Purple Needlegrass	•	•		•	•	•	•	•
<i>Nassella tenuissima</i>	Mexican Feather Grass	•	•		•	•	•		
<i>Nolina bigelovii</i>	Desert Bigelov Nolina	•	•		•	•		•	•
<i>Ophiopogon jabburan vittata</i>	Snakebeard	•	•		•	•			
<i>Ophiopogon japonicus</i>	Mondo Grass	•	•	•	•	•	•		
<i>Pennisetum</i> spp.	Fountain Grass	•	•		•	•			
<i>Penstemon heterophyllus</i> ***	Foothill Penstemon	•	•		•	•		•	•
<i>Phalaris arundinacea</i> 'Picta'	Variegated Ribbon Grass	•	•		•	•			
<i>Phalaris arundinacea</i> 'Rosea'	Ribbon Grass	•	•		•	•			
<i>Scirpus tabernaemontani</i>	Soft-stem Bulrush	•	•		•	•		•	•
<i>Sisyrinchium bellum</i> ***	Blue-Eyed Grass	•	•	•	•	•	•	•	•
<i>Solidago californica</i> ***	California Goldenrod	•	•		•	•		•	•
<i>Sporobolus airoides</i> ***	Alkali Sacaton	•	•		•	•		•	•
<i>Sporobolus wrightii</i>	Giant Dropseed	•	•		•	•		•	•
<i>Stipa pulchra</i>	Needle Grass	•	•		•	•	•		
<i>Triteleia laxa</i> ***	Ithuriel's Spear	•	•		•	•			
<i>Zoysia</i> 'De Anza'*	Turf Zoysia De Anza	•	•		•	•	•		

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\*\*\*River-Friendly Landscaping List – Sacramento, CA



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# DESIGN REVIEW PROCESS



Image from Greenlee and Associates



## INTRODUCTION

The White Rock Springs Ranch Design Guidelines have been created to provide property owners, architects, home builders, and contractors with a set of parameters for the preparation of their drawings and specifications. Adherence to these Guidelines will assure builders that a consistent level of quality will be maintained. The White Rock Springs Ranch Design Review Committee (or the “Committee”) and the City will review all designs, plans, and construction to ensure:

- Primary site design issues have been adequately considered,
- Excellence in architectural design,
- The unique landscape potential of the homesite is addressed,
- Compatibility and integration with surrounding land uses.

### Design Review Committee

The White Rock Springs Ranch is designed to be a unique community of high-quality homes. The future community’s Covenants, Conditions, and Restrictions (CC&R’s) may not list specific design items necessary for plan approval. Rather, the authority to approve or disapprove individual building and landscaping plans is given to the White Rock Springs Ranch Design Review Committee. The Committee does not seek to restrict individual creativity or preferences, but rather maintain within the overall community the aesthetic relationship between homes, natural amenities, and surrounding neighbors. As the community matures, these key relationships will become increasingly important, requiring coordination through the design process.

The Committee is composed of three members

or more, as decided upon by the Project Master Developer, who are intricately involved in the development of the community. Additionally, an architect or other design professional, who is a non-owner, may serve on or act as a consultant to the Committee.

The Committee will use the Design Guidelines for the purpose of review, but may individually consider the merits of any design due to special conditions that, in the opinion of the Committee, provide benefits to the adjacent areas, the specific site, or to the community as a whole. Alternate materials/architectural styles that are deemed equivalent may be permitted, subject to Planning Commission approval.

### Compliance

The FPASP and the Planned Development Permit provide zoning and development standards for this project, with further project-level refinements included in these Design Guidelines. The City Planning staff, Planning Commission, and City Council will use these Design Guidelines as a vehicle to review specific development proposals and to implement the project’s vision and regulations. Future development proposals and plans, whether individual buildings or collectively phased projects, must comply with these Guidelines, as well as the General Plan, FPASP, and Zoning Code, where applicable. These Design Guidelines are intended to be used by City staff, property owners, architects, landscape architects, designers, builders, and developers in the planning and design of individual projects within the Plan Area.



## Conflicts with City Code and other Approved Entitlements or Policies

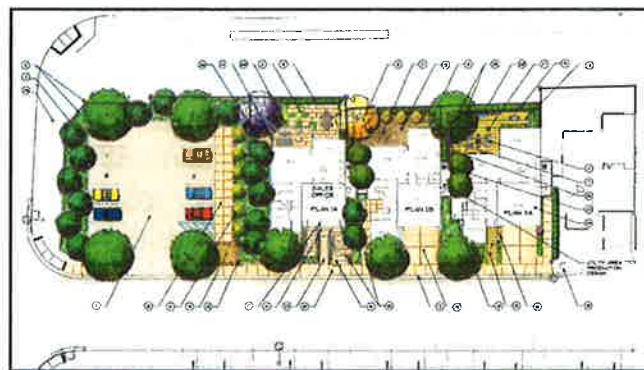
Design components within the “Public Realm” (as defined in the Community Design Guidelines) cannot be amended without the consent of all “Participating Landowners” (as defined in development agreements between the landowners and the City). Therefore, the Community Design Guidelines will prevail in the event of any inconsistencies between these Design Guidelines and the Community Design Guidelines. Where these Design Guidelines provide greater specificity on design detail for components of projects within the Public Realm, the Community Development Director shall determine that the project level design detail of components is consistent with, and does not purport to amend, the requirements set forth in the Community Design Guidelines.

Conversely, any particular element or provision not specifically covered in these Design Guidelines shall be subject to the provisions of the Community Design Guidelines for the Plan Area (as to components of the “Public Realm”), and otherwise to the provisions of the FPASP and/or the Folsom Municipal Code as applicable. As provided for in the FPASP, in any instances where the Design Guidelines conflict with the requirements of the Folsom Municipal Code, the Design Guidelines will take precedence. Where the Design Guidelines do not address a specific provision, the FPASP and/or the Community Design Guidelines (as to components of the “Public Realm”) will take precedence. If none of these entitlements or policy documents addresses a specific provision, the Folsom Municipal Code requirements remain in force.

## Modifications and Amendments

The Design Guidelines are intended to encourage and direct a high level of design quality to the project site while permitting flexibility for creative expression and innovative design solutions. However, deviations to these guidelines may be considered for projects with special and unique design characteristics during the White Rock Springs Ranch Design Review Committee (WRSRDRC) and the City’s Design Review process and are categorized as either minor administrative modifications or amendments. The criteria to be applied for evaluating such modifications and amendments are set forth in Section 13.3.1 of the FPASP and shall be controlling for this project. Amendments to these Design Guidelines shall be reviewed as require by the FPASP, the Folsom Municipal Code, and/or California Government Code Section 65453.

In addition to the criteria set forth in Section 13.3.1, minor administrative modifications shall also include, but are not limited to, architectural style design modifications and architectural material substitutions that are consistent with and do not substantially





change the overall intent of these Design Guidelines. Review and approval of minor administrative modifications shall be conducted by the Community Development Director.

The Community Development Director may, at its discretion, defer to review and action of any item where it has decision making authority to the City Planning Commission and/or City Council; however, unless subject to an appeal, minor administrative modifications do not require review by either of these legislative bodies. Decisions of the Community Development Director are subject to appeal to the Planning Commission, and decisions of the Planning Commission are subject to appeal to the City Council.

## Residential Design Review Process

The design review process described in this section is intended to ensure that residential villages within White Rock Springs Ranch contribute to the character and quality envisioned for the neighborhood. This four step process is intended to be efficient, without compromising the quality of design solutions. The White Rock Springs Ranch Design Review Committee (WRSRDRC), comprised of representatives of the master developer and design professionals appointed by the master developer, will review all designs developed for the White Rock Springs Ranch neighborhood prior to submittal to the City.

### *Step One: Project Application*

The design review process will commence upon receipt of the Builder's application form and review fee. At the applicant's request, a kick-off and orientation meeting with the WRSRDRC during the phase may be

scheduled.

Submittal Requirements:

Completed application form and fee

### *Step Two: Preliminary Design Review*

This step is intended to establish and define the project's preliminary architectural and landscape character and concepts. Upon review and approval of the Builder's submittal package, the WRSRDRC will schedule a Preliminary Design Review Session, during which the WRSRDRC will meet with the builder to review and discuss the submittal.

The Preliminary Design Review Session is an opportunity to review the following design criteria:

- Selected architectural styles from the White Rock Springs Ranch Design Guidelines. Applicant may propose additional architectural styles that are consistent with the neighborhood vision for the WRSRDRC's review and approval.
- Architectural form, massing, roofs, and details, which establish character.
- Preliminary concepts for colors and materials.
- Landscape concepts identifying major tree and shrub massing, hardscape areas, and proposed character.
- Wall and fencing

Following the Preliminary Design Review, the WRSRDRC shall prepare and submit to the applicant, within 15 business days of plan submittal, a written memorandum outlining the agreed-upon direction of the WRSRDRC and the applicant.



Submittal Requirements:

**Civil / Planning**

1. Location map showing project location within the overall neighborhood.

**Landscape**

1. Landscape concept plans, identifying the general planting scheme, street tree program, typical front, side, and rear yards. Plans shall be prepared at a minimum scale of 1"=20'.
2. Color illustrative depicting typical landscape treatment for the last three contiguous lots, including one corner lot. The typical plan shall include at least one of each floor plan proposed for the project. The plan shall include a description of the landscape concept.

**Architecture**

1. Preliminary building floor plans and front elevations for all proposed plans. These shall be prepared at a minimum scale of 1/4"=1'-0".
2. Building coverage or floor area ratio calculations.
3. Consistency with project development standards and architectural guidelines.
4. Architectural color and material sample boards (or equivalent information as approved by the WRSRDRC) for every color scheme by architectural style intended. These should be noted by elevation style for each product.

The WRSRDRC will issue a Preliminary Design Review Memorandum (PDRM) detailing the results of the Preliminary Design Review. The PDRM will state one of the following:

1. Approved to move forward to Final Design Review
2. Approved to move forward to Final Design Review with Comments & Conditions
3. Denied with Comments; resubmittal of Preliminary Design Review is required.

*Step Three: Final Design Review*

This step is intended to review the specific designs for the architecture and landscape elements of the project.

Upon receipt of an approved PDRM, more detailed project plans shall be prepared and submitted to the WRSRDRC for design review. Plans shall be a progression of the approved plan and direction established during Preliminary Design Review.

Professionals licensed to practice in the State of California shall prepare all Architecture, Civil Engineering, and Landscape Architecture plans. No non-licensed design work shall be permitted.

Submittal Requirements:

**Civil / Planning**

1. Dimensioned site plan showing:
  - Building footprints
  - Porches and patios
  - Garages
  - Street curbs and rights-of-way
  - Easements
  - Driveways and walkways
  - Dimensioned building setbacks
  - Compliance with project development standards
  - Garbage locations



2. On all motor court lots, utility coordination drawings, showing location and visual mitigation measures for all major utilities must be provided. Careful attention should be given to the placement of utility and irrigation cabinets, backflow preventers, and garbage bin locations to mitigate their visibility.

### **Landscape**

1. Landscape Plans (minimum scale 1"=20') including:
  - Cover sheet with sheet index.
  - Plant material and hardscape list and key, including finishes and colors of hardscape and fencing.
  - Typical landscape, planting, and irrigation plans for each unique footprint type and each lot type (i.e., corner lot, loop lot, or other non-standard lot).
  - Fencing, hardscape, and planting details.
  - Fencing site plan.
  - Plant lists should include species diversity identified with WUCOLS ratings, relating to water efficient landscape ordinance AB 1881.
2. Site Plan / Landscape Concept for Model Home Complex, Sales Office, and Temporary Marketing Facility (minimum scale 1"=20'). Model landscape plans may be deferred at the discretion of the WRSRDRC.

### **Architecture**

1. Colored street scene showing at least three contiguous lots, actually occurring within the subject site, including one corner lot. Each plan type and an example of each selected architectural style must be depicted. The lot number, plan type, and architectural style shall be identified for each lot.
2. Architectural construction drawings, including floor plans, roof plans, secondary unit plans, alternatives or options, all exterior elevations (including interior courts), sections, and key details, prepared at a minimum scale of 1/4"=1'-0".
3. Architectural color and material sample boards (or equivalent information as approved by the WRSRDRC) for every color scheme by architectural style intended. These should be noted by elevation style for each product.
4. The builder shall submit to the WRSRDRC plotting for each phase of construction to ensure that housing diversity is delivered for each neighborhood.

### **Miscellaneous**

1. Comment response memo identifying the steps taken to address WRSRDRC comments from Step 2: Preliminary Design Review.
2. Estimated Construction Schedule for completion of the project, including improvements, model home complex site improvements, and phasing.



*Step Four: City Design Review Submittal*

After final approval by the WRSRDRC, applicant shall submit for Design Review by the City of Folsom. The Community Development Department will evaluate and determine the proposed project's consistency with the White Rock Springs Ranch Design Guidelines and the City's other applicable requirements as set forth in the subsection "Conflicts with City Code and other Approved Entitlements or Policies" of these Design Guidelines (and in the order of priority established in that subsection) and forward the project to the Planning Commission for final review and approval.

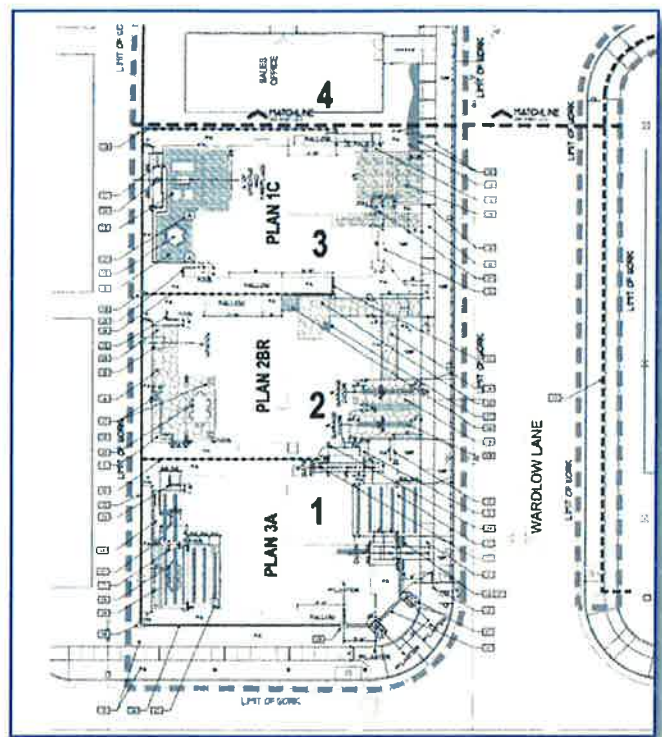
*Step Five: Construction Document Review*

After Design Review approval by the City of Folsom, applicant shall submit completed construction documents to the WRSRDRC to review for consistency of designs with approvals through the design review process.

Within 15 days of construction document submittal, the WRSRDRC will submit to the applicant a memorandum indicating one of the following:

1. Approved to move forward for building permit submittal to the City of Folsom.
2. Denied with comments; resubmittal of construction documents is required.

The WRSRDRC reserves the right to inspect plans and conduct field investigations.





CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

**AGENDA ITEM NO. 2**  
**Type: Public Hearing**  
Date: August 4, 2021

## **Planning Commission Staff Report**

50 Natoma Street, Council Chambers  
Folsom, CA 95630

**Project:** UCD Health Sciences Campus Development Agreement Amendment  
**File #:** PN-21-153  
**Requests:** Development Agreement Amendment  
**Location:** The UCD Health Sciences Campus project is located near the northwest corner of the intersection of East Bidwell Street and Alder Creek Parkway within the Folsom Plan Area  
**Staff Contact:** Steve Banks, Principal Planner, 916-461-6207  
sbanks@folsom.ca.us

### **Property Owner**

Name: Enclave at Folsom Ranch, LLC  
Address: 100 Pine Street, 29<sup>th</sup> Floor  
San Francisco, CA 94111

### **Applicant**

Name: University of California, Davis  
Address: 255 Cousteau Place  
Davis, CA 95618

**Recommendation:** Conduct a public hearing and upon conclusion recommend that the City Council approve a Development Agreement Amendment for the UCD Health Sciences Campus project, subject to the findings (Findings A-L) attached to this report.

**Project Summary:** The proposed project includes Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and the Regents of the University of California, on behalf of its Davis Campus, relative to the UCD Health Sciences Campus project. The purpose of the Development Agreement Amendment is to incorporate in the definition of “entitlements” that are vested the entitlements previously approved by the City for the project site including a Parcel Map, a Planned Development Permit, and the Folsom Ranch Commercial Design Guidelines, as well as the proposed Development Agreement Amendment once approved by the City Council. The purpose of the Development Agreement Amendment is also to recognize and memorialize that as a State agency (The Regents of the University of California), the applicant is requesting to be permitted to exercise its land use authority as a lead agency for development of the subject property. In addition, the Development Agreement Amendment memorializes the applicant’s commitment that the subject property will be subject to the City’s Zoning Code and the Folsom Plan Area



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

**AGENDA ITEM NO. 2**

**Type: Public Hearing**

**Date: August 4, 2021**

Specific Plan, except as otherwise specified in the Development Agreement Amendment. Lastly, the applicant acknowledges and agrees in the Development Agreement Amendment that it will pay all existing development impact fees, connection fees, and mitigation fees applicable to the development of the subject property.

**Table of Contents:**

Attachment 1 - Background and Setting

Attachment 2 - Project Description

Attachment 3 - Analysis

Attachment 4 - Amendment No. 2 to First Amended and Restated Development Agreement Relative to Folsom South Specific Plan (UCD Medical Center)

Attachment 5 - Conceptual Site Plan

Attachment 6 - Project Narrative

Attachment 7 - First Amended and Restated Development Agreement Relative to the Folsom South Specific Plan

Submitted,

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PAM JOHNS  
Community Development Director

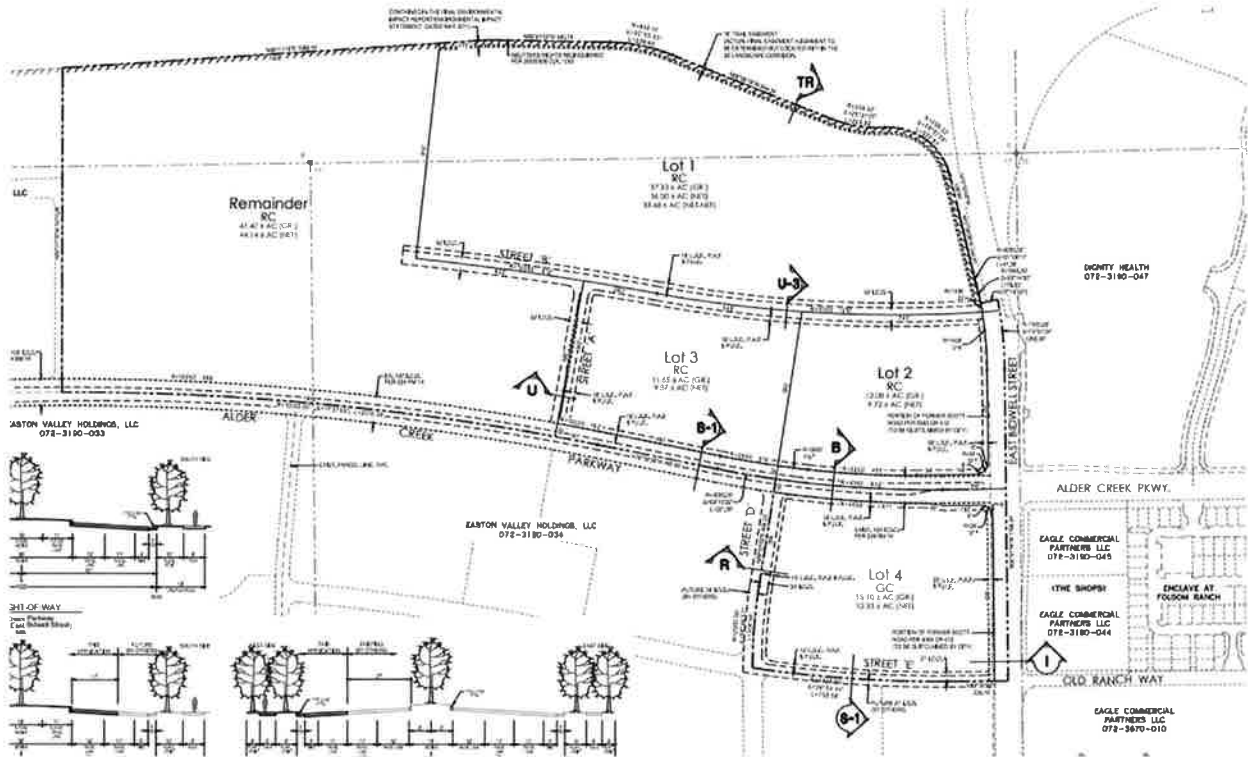
## **ATTACHMENT 1 BACKGROUND AND SETTING**

### **Background:**

The City and Landowner's predecessor (Eagle Commercial Partners, LLC) previously entered into the First Amended and Restated Tier 1 Development Agreement By and Between the City of Folsom and Landowner Relative to the Folsom South Specific Plan on July 15, 2014. Section 1.5 of the Restated Development Agreement allows the Restated Development Agreement to be amended from time to time by mutual written consent of the parties. On November 12, 2015, Eagle Commercial Partners, LLC and the City entered into Amendment No. 1 to First Amended and Restated Tier 1 Development Agreement Relative to the Folsom South Specific Plan. The applicant is proposing Amendment No. 2 to the First Amended and Restated Development Agreement by and between the City of Folsom and the Regents of the University of California relative to the UCD Health Sciences Campus project.

On June 16, 2021, the Planning Commission approved a Tentative Parcel Map, Planned Development Permit, and Commercial Design Guidelines for Parcels 61 and 71 located within the Folsom Plan Area. The Tentative Parcel Map subdivided a 123-acre property located at the northwest corner of East Bidwell Street and Alder Creek Parkway into four individual parcels and a remainder lot, for future sale, lease, and financing. The Planned Development Permit established unique development standards relative to minimum lot size for the subject parcels. Lastly, the Folsom Ranch Commercial Design Guidelines were established to guide design and development of future commercial development on the subject parcels. The UCD Health Sciences Campus project will be located on a 34.5-acre parcel (Lot/Parcel 1) that was created by the aforementioned Tentative Parcel Map that was approved by the Planning Commission in June of this year. The approved Tentative Parcel Map is shown in Figure 1 on the following page.

FIGURE 1: PARCEL 61 AND 77 TENTATIVE PARCEL MAP



### Physical Setting

The UCD Health Sciences Campus project site is a rectangular-shaped 34.5-acre parcel located near the northwest corner of the intersection of East Bidwell Street and Alder Creek Parkway within the Folsom Plan Area. A Preliminary Site Plan for the Health Sciences Campus is shown in Figure 2 on the following page.



FIGURE 2: CONCEPTUAL SITE PLAN



UC Davis Health | Folsom Center  
 Conceptual Planning and Program



## **ATTACHMENT 2 PROJECT DESCRIPTION**

### **APPLICANT'S PROPOSAL**

The applicant, the University of California, Davis, is requesting approval of a Development Agreement Amendment (Attachment 4) associated with future development of a 400,000-square-foot health sciences campus (UCD Health Sciences Campus) on a 34.5-acre site located near the northwest corner of the intersection of East Bidwell Street and Alder Creek Parkway within the Folsom Plan Area. Specifically, the proposed project includes Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and the Regents of the University of California relative to the UCD Health Sciences Campus project. The term of the Development Agreement Amendment follows the existing term of the Restated Development Agreement with an expiration date of June 30, 2044.

The Development Agreement Amendment is intended to incorporate in the definition of "entitlements" that are vested the entitlements previously approved by the City for the project including a Parcel Map, a Planned Development Permit, and the Folsom Ranch Commercial Design Guidelines, as well as the proposed Development Agreement Amendment once approved by the City Council. The Development Agreement Amendment is also intended to recognize and memorialize that as a State agency, the applicant is requesting to be permitted to exercise its land use authority as a lead agency for development of the subject property under the California Constitution, subject to the applicant's promise and commitment to subject itself to the City's Zoning Code and the Folsom Plan Area Specific Plan, except as otherwise specified in the Development Agreement Amendment. In addition, the Development Agreement Amendment requires the applicant to pay all development impact fees, connection fees, and mitigation fees for development of the subject property as required by Section 2.2.4 of the Restated Development Agreement.

As mentioned previously, the applicant has land use authority and intends to exercise its own discretionary review and approval processes for development of the subject property. However, through the Development Agreement Amendment, the applicant has committed to subject itself to the City's Zoning Code and the Folsom Plan Area Specific Plan, except as specified in the Development Agreement Amendment. The specific exceptions to the City's Zoning Code and the Specific Plan, which were crafted to be consistent with recently approved standards for the Dignity Medical Center project, include the following:

- (1) Setback (Building) – 10 feet between buildings for every story.
- (2) Height (Building) – Height limits of (i) 80 feet for Office uses, (ii) 100 feet for Lodging uses and (iii) 120 feet for Medical Services/Hospital uses. The foregoing height limits shall include all architectural features, mechanical equipment, parapets, etc.
- (3) Floor to Area Ratio (FAR) – maximum 0.55.

- (4) Parking – Subject to Specific Plan requirements (including bicycle parking) or a City-approved alternate or City-approved shared use parking plan and implementing agreements.
- (5) Traffic Circulation – No vehicular exit to or from E. Bidwell Street between US50 and Alder Creek Parkway without the approval and consent of both the California Department of Transportation and the City.
- (6) Signage – Any freestanding, freeway-oriented sign within 75 feet of the freeway will be subject to City approval.
- (7) Landscaping – Provide City-approved landscaping and ongoing maintenance within the 25-foot-wide landscape corridor easement once Class 1 Bicycle Path is constructed by the City.
- (8) Heliport – Requires approval by the City and other applicable Authorities Having Jurisdiction.
- (9) Landscaping – Minimum of 20 percent of Property must be landscaped; minimum may include Class 1 Bicycle Path landscaping
- (10) Water use shall not exceed amount contemplated for the Property in the Specific Plan.
- (11) Building Code – University of California Facilities Manual, Volume 3, Chapter 4 shall apply <https://www.ucop.edu/construction-services/facilities-manual/volume-3/vol-3-chapter-4.html#intro>
- (12) The Property is part of Parcel 61, which has approved 302,481 square feet of Regional Commercial, 270,072 square feet of General Commercial, and 196,745 square feet of Industrial/Office Park. Owner/Applicant shall coordinate with owner(s) of the rest of Parcel 61 so that the aforementioned limitation for the entire Parcel 61 shall not be exceeded with the Development of the Property.

As noted previously, the Development Agreement Amendment also requires the applicant to pay all existing development impact fees, connection fees, and mitigation fees for development of the subject property as required by the original Restated Development Agreement. However, the Development Agreement Amendment does specify that, as long as the property is developed by the applicant consistent with the aforementioned development standards and operated to fulfill its health, educational, research, and public service mission, the subject property shall not be subject to: (1) City development processing fees except for matters the applicant requests the City to process, review or approve; and (2) any new citywide regulatory or non-impact fees for a period of 15 years from the effective date of the Amendment.

### ATTACHMENT 3 ANALYSIS

The applicant has submitted a project narrative (Attachment 6) in which they describe the goals and objectives associated with development of a health sciences campus on the subject property and the rationale for entering into a Development Agreement Amendment with the City. In terms of goals and objectives the applicant indicates that development of a health sciences campus on the subject property would serve a number of purposes including expanding UCD health services and patient access in Folsom, replacing existing UCD health care services in existing facilities in Folsom where leases are set to expire, and securing a prime location in Folsom that exudes wellness, community, convenience, and excellence.

In reviewing the original Restated Development Agreement, the applicant noted that the Agreement appears to overlap with respect to the typical land use entitlement authority granted to the University of California. The applicant states that the Development Agreement, as a recorded deed encumbrance, extends beyond typical master developer obligations and includes design and plan review provisions and would remain enforceable even during ownership by the University of California. The applicant comments that carrying these development agreement requirements forward would essentially duplicate the public agency review and entitlement processes by requiring duplicative review and consideration by both the City of Folsom and by the University of California. Thus, the applicant is requesting to amend the Development Agreement to allow it to exercise its own land use review and entitlement authority with respect to the subject property. The following is a list of Development Agreement Amendment benefits provided by the applicant:

- **Remove Duplicate Entitlement Process:** The proposed action would remove duplication in the entitlement process for the property helping to avoid development delays and inefficiencies.
- **Standard University of California Ownership:** The proposed action would ensure the land ownership and entitlement process would be standard for the Board of Regents of the University of California. The University commits to comply with the City's Zoning Code and the Folsom Plan Area Specific Plan, and intends to work collaboratively with the City of Folsom to maintain consistency of planning goals, infrastructure construction and maintenance and pursuit of overall community goals for the City of Folsom.
- **Avoid Contradictory/Overlapping Requirements:** The amendment would provide long-term certainty to the Regents while still maintaining a strong public engagement process for the local and University communities. The University planning process is robust, thorough and complete with extensive consideration of serving the public need, exceptional design details and high-quality architecture, advanced sustainability measures, and careful compliance with public contracting

and labor agreements.

- **Establish Public Clarity:** The amendment would ensure that the University is identified as the responsible public agency for entitlements, design review and other matters.
- **Demonstrate Public Efficiency:** The amendment would demonstrate two public agencies working collaboratively and efficiently in furtherance of public service goals and kickstarting the construction that has been planned at the parcel.

In evaluating the proposed Development Agreement Amendment, staff determined that there are significant benefits to the City and the region associated with development of the new Health Science Campus within the Folsom Plan Area. In addition, staff determined that there are a number of unique characteristics associated with buildout of the UCD Health Science Campus. Listed below are the public benefits and unique characteristics associated the UCD Health Campus project:

- Development of the UCD Health Science Campus will occur over a long period of time, with a phased timeline for construction and potential adjustments to physical structures as medical delivery systems change over time.
- The California Office of Statewide Health Planning and Development (“OSHPD”) is required to approve the medical office building, the micro hospital building, and the ambulatory surgery center designs which may result in required changes to the design of the Medical Center buildings and related structures.
- The UCD Health Sciences Campus will generate significant employment and other economic benefits to the City.
- The UCD Health Science Campus will provide needed expansion of access to health care services for the City and other jurisdictions in the region.
- A significant capital investment is required for the UCD Health Sciences Campus buildings and related structures; and
- The status of applicant as a not-for-profit public benefit corporation.

City staff is supportive of the Development Agreement Amendment as proposed. The Planning Commission will be making a recommendation regarding the Development Agreement Amendment to the City Council as Development Agreements require City Council review and approval.

## **ENVIRONMENTAL REVIEW**

The City, as the lead agency under the California Environmental Quality Act (CEQA), previously approved an Addendum to the FPASP EIR/EIS for the subject property. The City has determined that the adoption of this Amendment No. 2 to the First Amended and Restated Development Agreement Amendment relative to the Folsom South Specific Plan involves no new impacts not considered in the FPASP EIR/EIS and the Parcels 61 and 77 Addendum to the FPASP EIR/EIS. Since the Addendum was approved, none of the events described in Public Resources Code section 21166 or CEQA Guidelines section 15162 (e.g. substantial changes to the project) have occurred. Therefore further environmental review is not required.

## **RECOMMENDATION**

Staff recommends that the Planning Commission review and make a recommendation to the City Council to approve the proposed Development Agreement Amendment for the UC Davis Health Sciences Campus.

## **PLANNING COMMISSION ACTION**

Move to recommend to the City Council approval of Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement Relative to the Folsom South Specific Plan for the UCD Health Sciences Campus project. This approval is subject to the proposed findings below (Findings A-L).

## **GENERAL FINDINGS**

- A. NOTICE OF HEARING HAS BEEN GIVEN AT THE TIME AND IN THE MANNER REQUIRED BY STATE LAW AND CITY CODE.
- B. THE PROJECT IS CONSISTENT WITH THE GENERAL PLAN AND THE FOLSOM PLAN AREA SPECIFIC PLAN.

## **CEQA FINDINGS**

- C. THE CITY, AS LEAD AGENCY, PREVIOUSLY CERTIFIED AN ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN.
- D. AN ADDENDUM TO THE FOLSOM PLAN AREA SPECIFIC PLAN FINAL ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT WAS CERTIFIED BY THE CITY IN 2021 FOR PARCELS 61 AND 77 PROJECT IN ACCORDANCE WITH CEQA.

- E. THE CITY HAS DETERMINED THAT THE IMPACTS OF THE UCD HEALTH SCIENCES CAMPUS DEVELOPMENT AGREEMENT AMENDMENT PROJECT ARE ADEQUATELY ADDRESSED BY THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE FOLSOM PLAN AREA SPECIFIC PLAN AND THE ADDENDUM FOR THE PARCELS 61 AND 77 PROJECT.
- F. NONE OF THE EVENTS SPECIFIED IN SECTION 21166 OF THE PUBLIC RESOURCES CODE OR SECTION 15162 OF THE CEQA GUIDELINES HAVE OCCURRED.
- G. NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED.

**DEVELOPMENT AGREEMENT AMENDMENT FINDINGS**

- H. THE PROPOSED AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT IS CONSISTENT WITH THE OBJECTIVES, POLICIES, GENERAL LAND USES AND PROGRAMS SPECIFIED IN THE CITY GENERAL PLAN AND THE FOLSOM PLAN AREA SPECIFIC PLAN).
- I. THE PROPOSED AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT IS IN CONFORMITY WITH PUBLIC CONVENIENCE, GENERAL WELFARE, AND GOOD LAND USE PRACTICES.
- J. THE PROPOSED AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED TIER 1 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 OR TO THE GENERAL WELFARE OF THE RESIDENTS OF THE CITY AS A WHOLE.
- K. THE PROPOSED AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT WILL NOT ADVERSELY AFFECT THE ORDERLY DEVELOPMENT OF PROPERTY OR THE PRESERVATION OF PROPERTY VALUES.
- L. THE PROPOSED AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED TIER DEVELOPMENT AGREEMENT IS CONSISTENT WITH THE PROVISIONS OF GOVERNMENT CODE SECTIONS 65864 THROUGH 65869.5.

## **Attachment 4**

### **Amendment No. 2 to First Amended and Restated Development Agreement Relative to Folsom South Specific Plan (UCD Medical Center)**



FOR THE BENEFIT OF THE CITY OF FOLSOM  
PURSUANT TO GOVERNMENT CODE §8103

RECORDING REQUESTED BY CITY CLERK

WHEN RECORDED MAIL TO:

City Clerk  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

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

**AMENDMENT NO. 2 TO**  
**FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT**  
**AGREEMENT**  
**RELATIVE TO FOLSOM SOUTH SPECIFIC PLAN**  
**(UNIVERSITY OF CALIFORNIA, DAVIS)**

**AMENDMENT NO. 2 TO  
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
RELATIVE TO FOLSOM SOUTH SPECIFIC PLAN  
(UNIVERSITY OF CALIFORNIA, DAVIS)**

This Amendment No. 2 to First Amended and Restated Development Agreement (“Amendment No. 2”) is entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Folsom (“City”) and The Regents of the University of California, a California corporation on behalf of its Davis Campus (“Landowner”) pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. All capitalized terms used herein and not otherwise defined herein shall mean and refer to those terms as defined in Section 1.3 of the Restated Development Agreement and Amendment No. 1 to the Restated Development Agreement, described below between the Predecessor in Interest to Landowner and the City.

**RECITALS**

A. Restated Development Agreement and Amendments Thereto. The City and Landowner’s predecessor in interest Eagle Commercial Partners, LLC (referred to herein as the “Predecessor in Interest”) previously entered into that certain First Amended and Restated Tier 1 Development Agreement By and Between the City of Folsom and Landowner Relative to the Folsom South Specific Plan, recorded on July 15, 2014, in the Official Records of the County Recorder of Sacramento County in Book 20140715, Page 0517 (the “Restated Development Agreement”). Section 1.5 of the Restated Development Agreement allows the Restated Development Agreement to be amended from time to time by mutual written consent of the parties. On November 12, 2015, Eagle Commercial Partners, LLC and the City entered into Amendment No. 1 to First Amended and Restated Tier 1 Development Agreement Relative to the Folsom South Specific Plan, recorded on January 29, 2016, in the Official Records of the County Recorder of Sacramento County in Book 0160129, Page No. 0385 (“Amendment No. 1”). The Restated Development Agreement and Amendment No. 1 are collectively referred to herein as the “Development Agreement.”

B. Pending Conveyance of Property to Landowner and Assignment of Development Agreement. Predecessor in Interest is in the process of conveying the Property identified by legal description on **Exhibit A-1** and depicted on **Exhibit A-2** (“Property”) to its affiliate, Enclave at Folsom Ranch, LLC (“Predecessor Affiliate”), who will in turn convey the Property to Landowner in or around [September \_\_\_\_\_], 2021. Predecessor in Interest will enter into an Assignment and Assumption Agreement Relative to The Folsom South Specific Plan Amended and Restated Tier 1 Development Agreement with Predecessor Affiliate, pursuant to a form approved and required by the City (“Assignment and Assumption Agreement”). Concurrent with its anticipated conveyance of the Property to Landowner, Predecessor Affiliate will enter into an Assignment and Assumption Agreement with Landowner to transfer all rights, title, interest, burdens and obligations of the Predecessor in Interest under the Development Agreement with respect to the Property to Landowner. Said Assignment

and Assumption Agreement will be recorded in the Official Records of the County Recorder of Sacramento County.

C. Effect of Amendment No. 2 Subject to Conveyance of Property to Landowner and Assignment of Development Agreement. This Amendment No. 2 is subject to, and will take effect only upon, the transfer and conveyance of legal title to Property from Predecessor Affiliate to Landowner. Notwithstanding any provision to the contrary, this Amendment No. 2 will automatically terminate without further action by City or Landowner if Landowner does not obtain legal title to Property on or prior to December 31, 2021 as evidenced by a deed signed by Predecessor Affiliate on or prior to that date.

D. Prior City Approvals Relative to the Property. The Property is identified as "Lot 1" of "Parcel 61" on a Parcel Map approved by the City Planning Commission on June 16, 2021 (PN 21-043). Lot 1 is one of four parcels created by the subdivision of the property identified as Parcel 61 in the Specific Plan. The Final Parcel Map including Lot 1 was filed for record on \_\_\_\_\_, 2021 in Book \_\_\_\_\_, Page \_\_\_\_\_ of Parcel Maps, Sacramento County. Concurrent with the approval of the subdivision of Parcel 61 on June 16, 2021, the Planning Commission also approved an Addendum to the Final EIR for the Folsom Plan Area Specific Plan, a Planned Development Permit that reduced the minimum parcel size for Regional Commercial from 60-acres to 0.25 acre, and the Folsom Ranch Commercial Design Guidelines to guide commercial and office design and development.

E. Purpose of Amendment; Findings Related to Health Sciences Campus. Landowner is processing Subsequent Entitlements for the Development of the Property for comprehensive health, educational, research and public service uses (as further defined in Section 1.3 of this Amendment No. 2 and hereafter the "Health Sciences Campus"). Landowner has requested that the Prior City Approvals of the Parcel Map, Planned Development Permit, and Folsom Ranch Commercial Design Guidelines be included in the definition of Entitlements in the Development Agreement. As a public trust corporation known as The Regents of the University of California, Landowner further requests to be permitted to exercise its land use authority as lead agency for Development of the Property under Section 9 of Article IX of the California Constitution, subject to Landowner's promise and commitment to subject itself to the City's land use and zoning ordinances, including the City's Building and Zoning Codes, except as otherwise specified in this Amendment No. 2. The City Council has determined that the development of the Health Sciences Campus on the Property presents significant benefits to the City and the region.

F. Property. The subject of this Amendment No. 2 is the Development of the Property, as defined in Section 1.3. Landowner has an equitable interest in the Property and intends to become legal owner of the Property and shall be bound by this Amendment No. 2 and the Development Agreement.

G. Hearings. On August 4, 2021, the City Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code section 65867, in a duly noticed and conducted public hearing, considered this Amendment No. 2 and recommended that the City Council approve this Amendment No. 2 to the Development Agreement. On August 24, 2021, the City Council, in a duly noticed and conducted public hearing, conducted the first reading of Ordinance No. [REDACTED] and approved this Amendment No. 2, and thereafter conducted the second reading of Ordinance No. [REDACTED] at a duly noticed regular meeting of the City Council on [September 14, 2021 and adopted the Ordinance approving this Amendment No. 2.

H. Environmental Review. On June 16, 2021, the Planning Commission considered the Environmental Checklist and Addendum (the "Addendum") to the Folsom Plan Area Specific Plan EIR/EIS for the Property. All applicable mitigation measures to reduce environmental impacts to less than significant have been incorporated into the Parcel Map, the Planned Development Permit, and the Folsom Ranch Commercial Design Guidelines as reflected by the findings adopted by the Planning Commission in connection with the aforementioned approvals, including the City Council's consideration, adoption of findings, and approval of this Amendment No. 2.

I. No New Impacts Associated with Approval of Amendment. The City Council has determined that the adoption of this Amendment No. 2 involves no new impacts not considered in the Specific Plan EIR, the Previous Environmental Analyses listed in Section I, "Introduction and Background" of the Addendum, and the Addendum; therefore, no further environmental documents relating to the adoption of this Amendment No. 2 are required.

J. Consistency with General Plan and Specific Plan. Having duly examined and considered this Amendment No. 2, the City finds and declares that this Amendment No. 2 is consistent with the General Plan and the Specific Plan.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties agree to hereby amend the Development Agreement as follows:

### **AMENDMENTS**

1. **Incorporation of Recitals**. The Recitals above are true and correct and constitute enforceable provisions of this Amendment No. 2.

2. **Definition and Section 1.5.3 – Subsequent Entitlements**. The term "Subsequent Entitlements" in the Definitions Section of the Development Agreement and also referenced in Section 1.5.3 of the Development Agreement is amended to include the following:

- a. The Parcel Map approved by the Planning Commission on June 16, 2021.
- b. The Planned Development Permit approved by the Planning Commission on June 16, 2021.
- c. The Folsom Ranch Commercial Design Guidelines approved by the Planning Commission on June 16, 2021.
- d. This Amendment No. 2 approved by the Folsom City Council on [September 14, 2021.

3. **Section 1.3 – Definitions.** The following Definitions are added:

“Adopting Ordinance” means Ordinance No. [REDACTED], dated [September 14, 2021, approving this Amendment No.2.

“Addendum” means the Environmental Checklist and Addendum dated May 28, 2021.

“Design Guidelines” means the Folsom Ranch Commercial Design Guidelines approved by the City Planning Commission.

“Effective Date” means the date which is the later of (i) thirty (30) calendar days after the date of the Ordinance approving this Amendment No. 2, or (ii) the date title to the Property vests in Landowner.

“Environmental Analysis” means the Addendum and the Previous Environmental Analyses listed in Section I, “Introduction and Background” of the Addendum.

“Landowner” means The Regents of the University of California, a California corporation on behalf of its Davis Campus.

“Planned Development Permit” means the Planned Development Permit approved by the Planning Commission in connection with its approval of the Parcel Map.

“Health Sciences Campus” means the buildings and related structures, improvements and facilities developed on the Property to support the health, education, research and public service missions of Landowner.

“Predecessor in Interest” shall mean the prior owner of the Property and party to the Restated Development Agreement and Amendment No. 1, i.e., Eagle Commercial Partners, LLC.

“Predecessor Affiliate” shall mean the affiliate of Predecessor in Interest, Enclave at Folsom Ranch, LLC.

“Project” means development of the Property consistent with the Development Agreement and the Subsequent Entitlements.

“Property” means the land identified by legal description on Exhibit A-1 and depicted on Exhibit A-2.

“Subsequent Entitlements” shall have the amended definition set forth in paragraph 2, subsections (a)-(d), inclusive, of this Amendment No. 2.

“Vested Rights” means the rights to Develop the Property consistent with the terms and provisions of the Restated Development Agreement, Amendment No. 1, this Amendment No. 2 and the provisions of the Subsequent Entitlements.

4. **Section 1.4.1 – Commencement, Extension, Expiration.** This Amendment No. 2 shall become operative on the Effective Date and continue through the Term of the Development Agreement. Landowner may request an additional extension pursuant to Section 1.4.1 of the Development Agreement.

5. **Section 1.6 – Changes to the City’s Inclusionary Housing Ordinance.** Section 1.6 of the Development Agreement is hereby revised to read as follows: “The City has amended the Inclusionary Housing Ordinance (i.e., Folsom Municipal Code Chapter 17.104) by Ordinance No. 1243, to eliminate Second Dwelling Units (also referred to as “granny flats”) as an alternative means of meeting the City’s inclusionary housing requirements. Landowner hereby acknowledges and agrees that there is no vested right to use Second Dwelling Units as an alternative means for meeting the City’s inclusionary housing requirements and that this alternative shall not be available to Landowner from and after the date of Ordinance No. 1243. Landowner further acknowledges that the State adopted amendments to Section 65850 of the California Government Code (specifically Section 65850(g)), effective January 1, 2018, to allow for the implementation of inclusionary housing requirements in residential rental units, upon adoption of an ordinance by the City. The Landowner is not currently contemplating any residential rental projects within the Property; however, in the event the City amends its Inclusionary Housing Ordinance with respect to rental housing pursuant to Section 65850(g), Landowner (or a successor in interest) agrees that the Property shall be subject to said City Ordinance, as amended, should any residential rental project be proposed within the Property. Other than the elimination of the “granny flat” option and the possible future application of an inclusionary housing requirement on residential rental properties (upon the conditions stated herein), the Parties agree that all other alternatives for meeting the City’s inclusionary housing requirements remain vested to the full extent provided for in the Development Agreement.”

6. **Section 2.1 – Permitted Uses.** The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings and

related structures and setbacks shall be consistent with the Specific Plan and the City's Zoning Code, as applicable, except as specifically provided for in this Amendment No. 2.

7. **Section 2.2 - Vested Rights.** The City agrees that, except as otherwise provided in and as may be amended in accordance with the Exceptions to Vested Rights set forth in Section 2.2.3 of the Development Agreement the City is granting, and grants herewith, Vested Rights to Development for the Term of this Amendment No. 2 in accordance with the terms and conditions set forth herein. The City acknowledges that the rights vested by the Development Agreement include the land uses and approximate acreages for the Property as shown and described in **Exhibits A-1 and A-2** attached hereto, or as such land uses and approximate acreages may be amended by those Specific Plan Amendments referenced in Section 1.5.3 of the Development Agreement. Nothing in this Amendment No. 2 shall impair or affect the rights of Landowner under a vesting tentative map or the City's rights to condition such maps. (Govt. Code Sec. 66498.1, et seq.)

Such uses shall be developed in accordance with the Subsequent Entitlements, as the Subsequent Entitlements are described in Section 1.5.3 of this Amendment No. 2 and as approved by the City on the Effective Date.

**Section 2.2.1 – 2.2.8.** No changes, except for the modification of two items in Section 2.2.4 and the addition of Section 2.2.9 as an Exception to Vested Rights, as follows:

**Section 2.2.4 – City Fees and New Plan Area Fees, Including Cost Increases.** Notwithstanding any other provision in the Development Agreement, as amended hereby, Landowner and the City agree that, so long as the Property is developed consistent with the standards in Section 3.9.3 and operated by the Landowner to fulfill its health, educational, research and public service mission consistent with Section 9 of Article IX of the California Constitution, (a) the fees included in Subparagraph (6) of Section 2.2.4 shall not apply to the Property except for matters Landowner requests the City to process, review, or approve; and (b) the fees included in Subparagraph (8) of Section 2.2.4 shall not apply to the Property for a period of fifteen (15) years following the Effective Date. Except as otherwise expressly provided in this Amendment, Landowner acknowledges and agrees to pay the fees enumerated in Section 2.2.4.

**Section 2.2.9 – Class 1 Bicycle Path.** Landowner acknowledges that it is responsible for rough grading and installation of any necessary retaining wall at its sole cost and expense to accommodate the Class 1 Bicycle Path on the northern portion of the Property as shown in Figure 7.32 of the Specific Plan. Grading for the proposed Class 1 Bicycle Path and the construction of any necessary retaining walls shall commence at the time of the initial construction of the first building on the Property.

8. **Section 3.5 – EIR Mitigation Measures.** Notwithstanding any other provision in the Development Agreement, as amended hereby, as and when Landowner elects to Develop the Property, or any portion of the Property, Landowner shall be perform necessary environmental review and analysis under CEQA. Where consistent with the CEQA Guidelines, the Landowner shall incorporate applicable mitigation measures or their equivalent from the currently certified City CEQA document for the Folsom Plan Area. Landowner shall provide to City a summary document demonstrating compliance with this requirement.

9. **Additions to Development Agreement.** The following Sections are also added to the Development Agreement as follows:

a. **Section 3.9.3 – Landowner Land Use Authority.** Landowner has land use authority and exercises discretionary approval for Development of the Property pursuant to Section 9 of Article IX of the California Constitution, however, Landowner promises and commits that the Development of the Property will be consistent with the City's Zoning Code and the Specific Plan, and further reaffirms Landowner's obligation and commitment to pay the applicable development, connection, and mitigation fees for development of the Property as required by Sections 2.2.4 and 3.1 of the Development Agreement, as amended. Based on the foregoing and notwithstanding any conflicting requirements of the Development Agreement, the Specific Plan or the City's Zoning Code, City agrees that, as long as the development standards for Development of the Property do not exceed the standards specified below, Landowner shall not be required to seek City discretionary approval for Development of the Property:

- (1) Setback – 10 feet between buildings for every story.
- (2) Height – Height limits of (i) 80 feet for Office uses, (ii) 100 feet for Lodging uses and (iii) 120 feet for Medical Services/Hospital uses. The foregoing height limits shall include all architectural features, mechanical equipment, parapets, etc.
- (3) Floor to Area Ratio (FAR) – maximum 0.55.
- (4) Parking – Subject to Specific Plan requirements (including bicycle parking) or a City-approved alternate or City-approved shared use parking plan and implementing agreements.<sup>1</sup>

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<sup>1</sup> Landowner may provide City with a shared use parking agreement committing two or more nearby parcels to provide sufficient parking to meet expected needs for weekend and weekday peak uses. Any available street parking would not be included in the calculation. The shared use agreement would require approval from the City of Folsom Community Development Director prior to implementation. The Landowner expects to have substantial excess parking during weekends and could potentially assist with overall parking needs within the planned development. Any shared use agreement must include a reversionary clause to meet City of Folsom parking standards upon termination of the agreement.



- (5) Traffic Circulation – No vehicular exit to or from E. Bidwell Street between US50 and Alder Creek Parkway without the approval and consent of both the California Department of Transportation and the City.
- (6) Signage – Any freestanding, freeway oriented sign within 75 feet of the freeway will be subject to City approval.
- (7) Landscaping – Provide City-approved landscaping and ongoing maintenance within the 25-foot wide landscape corridor easement once Class 1 Bicycle Path is constructed by the City.
- (8) Heliport – Requires approval by the City and other applicable Authorities Having Jurisdiction.
- (9) Landscaping – Minimum of 20 percent of Property must be landscaped; minimum may include Class 1 Bicycle Path landscaping
- (10) Water use shall not exceed amount contemplated for the Property in the Specific Plan.
- (11) Building Code – University of California Facilities Manual, Volume 3, Chapter 4 shall apply <https://www.ucop.edu/construction-services/facilities-manual/volume-3/vol-3-chapter-4.html#intro>
- (12) The Property is part of Parcel 61, which has approved 302,481 square feet of Regional Commercial, 270,072 square feet of General Commercial, and 196,745 square feet of Industrial/Office Park. Landowner shall coordinate with owner(s) of the rest of Parcel 61 so that the aforementioned limitation for the entire Parcel 61 shall not be exceeded with the Development of the Property.

Further review and approval by the City Planning Commission prior to construction of any permanent building shall be required should Landowner need to deviate from the aforementioned development standards. Excluding those associated with infrastructure to be dedicated to the City, all permits and inspections for Landowner's buildings, improvements and facilities shall be provided by Landowner as the Authority Having Jurisdiction (AHJ) or other applicable State authority including, without limitation, the Office of Statewide Health Planning and Development.

10. **Section 4.10 – Commencement of Construction and Term of Planned Development Permit.** In light of the extended Term of this Amendment No. 2, the City agrees that the provisions of Folsom Municipal Code section 17.38.110 related to expiration, revocation or abandonment of a Planned Development Permit shall have no effect, and that the term of the Planned Development Permit is equal to the Term of this Amendment No. 2.

11. **Effect of Amendment.** This Amendment No. 2 amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Amendment No. 2 shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement and shall remain in full force and effect.

12. **Section 7.8 – Notices.** All notices required by the Development Agreement or this Amendment No. 2 as such requirements relate to the Property or the Subsequent Entitlements, or the enabling legislation or the procedure adopted pursuant to Government Code section 65865 shall be as provided for in Section 7.5 of the Development Agreement, with the substitution for Landowner as follows:

The Regents of the University of California  
University of California, Davis  
225 Cousteau Place  
Davis, CA 95618  
Attention: Executive Director, Real Estate Services

With copies to:

The Regents of the University of California  
1111 Franklin Street, 6<sup>th</sup> Floor  
Oakland, California 94607  
Attention: Director, Real Estate

13. **Form of Amendment – Execution in Counterparts.** This Amendment No. 2 is executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Folsom has authorized the execution of this Amendment No. 2 in duplicate by its Mayor and attested to by the City Clerk under the authority of Ordinance No. [ ] adopted by the City Council on the \_\_\_ day of \_\_\_\_\_, 2021.

**CITY:**

**CITY OF FOLSOM**  
**a municipal corporation**

\_\_\_\_\_  
Michael Kozlowski, Mayor

**LANDOWNER:**

**The Regents of the University**  
**of California, a California corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Elaine Andersen, City Manager

**UC LEGAL APPROVED AS TO FORM:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven Wang, City Attorney

**ATTEST:**

\_\_\_\_\_  
Christa Freemantle, City Clerk  
[Notary Pages to be Added]

## **EXHIBIT LIST**

- A-1** Legal Description of the Property
- A-2** Depiction of Parcel 1 on Map
- B** Preliminary Site Plan

EXHIBIT A-1  
LEGAL DESCRIPTION OF PROPERTY

THE FOLLOWING LEGAL DESCRIPTION IS FOR PROFORMA PURPOSES ONLY, AND IS NOT TO BE UTILIZED IN A RECORDED DOCUMENT UNTIL THE PARCEL MAP CONFIRMING SAID DESCRIPTION HAS BEEN RECORDED:

The land described herein is situated in the State of California, County of Sacramento, City of Folsom, described as follows:

Lot 1 as shown on that certain map entitled "Vesting Tentative Parcel Map, Parcels 61 & 77" filed for record in the office of the Recorder of the County of Sacramento, City of Folsom, State of California on TBD, in Book TBD of Parcel Maps, at Page TBD, Sacramento County Records.

APN: 072-3190-030-0000 (a portion)

EXHIBIT A-2  
DEPICTION OF PARCEL 1 ON RECORDED PARCEL MAP

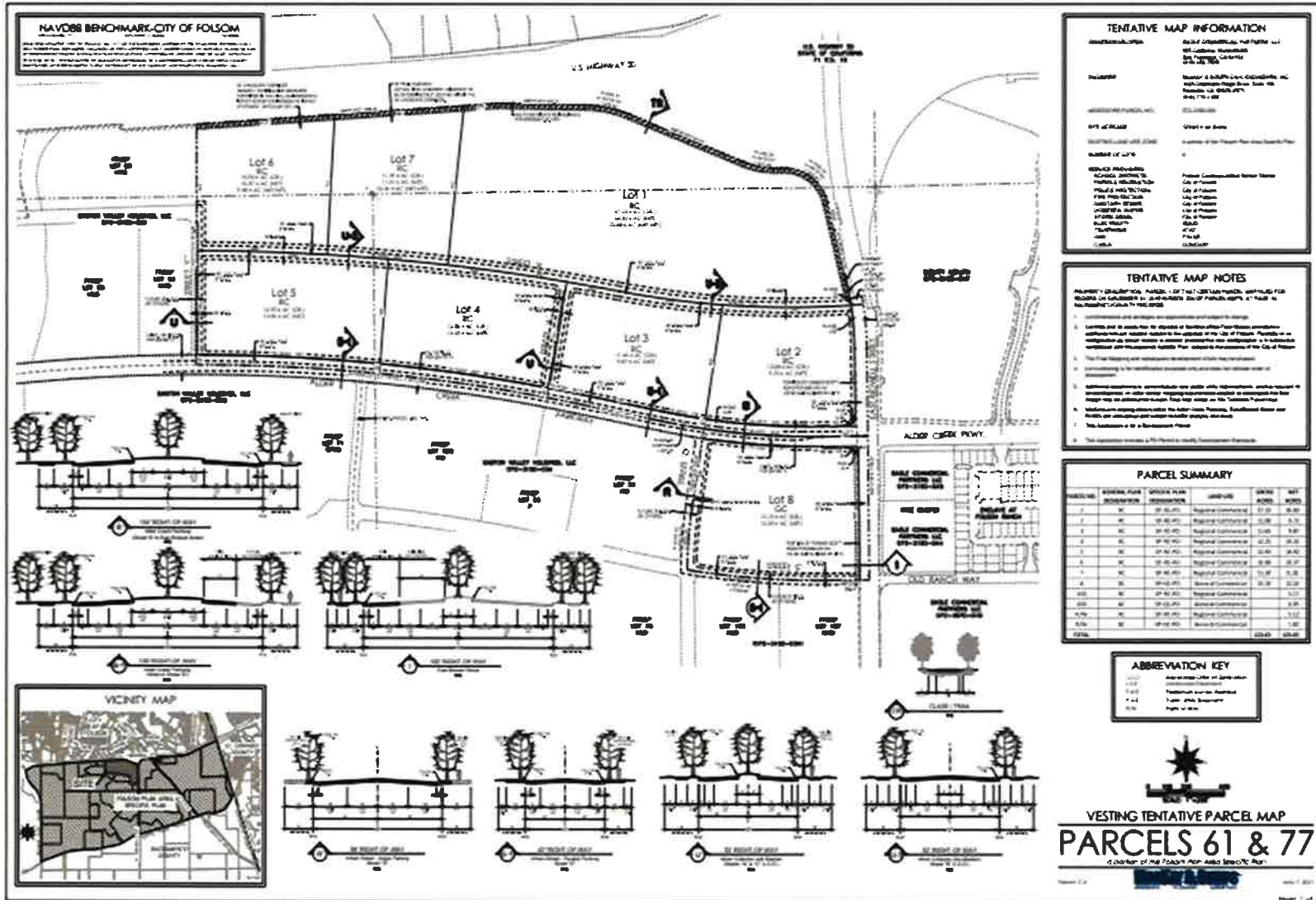


EXHIBIT B  
PRELIMINARY SITE PLAN



UC Davis Health | Folsom Center  
Conceptual Planning and Program



# **Attachment 5**

## **Conceptual Site Plan**





UC Davis Health | Folsom Center  
 Conceptual Planning and Program



# **Attachment 6**

## **Project Narrative**

## UC Davis Health | Folsom Center

### Development Narrative

July 2, 2021

#### Background

UC Davis provides extensive healthcare resources for the Sacramento region and continually evaluates long-term healthcare facility needs. With expected population growth in the Folsom area and a need for new facilities, UC Davis has entered into a Purchase and Sale Agreement for 34.547 net acres of property at Folsom Ranch. The parcel is a key component of the Folsom Specific Plan and is located at the southwest corner of the Highway 50 and East Bidwell Street interchange. UC Davis evaluated property acquisitions beginning in 2018 and identified potential key properties within the City of Folsom and further selected the proposed property based on the location and the existing City of Folsom long-term planning vision for the Folsom Specific Plan area.

Purchase of the property by the University would serve several goals which include the following:

- Expanding UC Davis Health services and patient access in Folsom to its residents and to the surrounding communities.
- Replacing existing facilities currently housed in leased spaces in Folsom set to expire in Sept 2023.
- Securing a prime spot in Folsom that exudes wellness, community, convenience, and excellence.

The University intends to phase the full site development over many years. The first phase of development is expected to include a medical office building, associated sidewalks, plazas, landscaping, surface parking, and outdoor space for patient and staff wellness and healing. While details are not certain at this point, the medical office building is targeted at approximately 100,000 to 120,000 square feet and three to four stories in height. Planning for subsequent project phases and those timeframes have not been determined at this time but will be in support of the goals of the site to expand patient care and access.

As a constitutionally created entity with “full powers of organization and government” pursuant to Article IX, Section 9 of the California Constitution, UC is not subject to regulation by local jurisdictions (except when exercising its police power) on property UC owns or controls and uses in furtherance of its academic and research mission.<sup>1</sup> This exemption allows UC to grant itself authority to construct and renovate buildings without complying with otherwise applicable land use and zoning requirements.<sup>2</sup> With this authority comes the responsibility to comply with the California Environmental Quality Act (CEQA), a statute designed to facilitate informed decision-making by public entities through the

<sup>1</sup> California Constitution, art. IX §9 (“... (a) The University of California shall constitute a public trust, to be administered by the existing corporation known as “The Regents of the University of California,” with full powers of organization and government ... (f) The Regents of the University of California shall be vested with the legal title and the management and disposition of the property of the university and of property held for its benefit ...”). *San Francisco Labor Council v. Regents of University of California*, (1980) 26 Cal. 3d 785, 788).

<sup>2</sup> See, e.g., *Hall v. City of Taft* (1956) 47 Cal.2d 177, 183 (construction of school facility not subject to local regulation); *Regents of University of California v. City of Santa Monica* (1978) 77 Cal.App.3d 130, 136 (construction by University of California in a rented commercial building of facilities for University purposes was not subject to local land use authority).

disclosure of the potential environmental impacts of the projects they approve. The CEQA process also requires the University to certify that it has mitigated to the extent feasible the significant impacts associated with project implementation and operation. Development proposals are typically reviewed and considered by the University with careful local city and/or county coordination.

### **Requested Action**

UC Davis carefully reviewed the existing City of Folsom Development Agreement for the FPASAP which appears to overlap the typical land use entitlement authority of the University of California. The development agreement, as a recorded deed encumbrance, extends beyond typical master developer obligations and includes design and plan review provisions and would remain enforceable even during ownership by the University of California. Carrying these development agreement requirements forward would essentially duplicate the public agency review and entitlement processes by requiring development review consideration by both the City of Folsom and by the University of California. The University of California has collaborated with the existing property owner and with City of Folsom staff to carefully consider this issue.

At this time, UC Davis is requesting that the City of Folsom amend the development agreement to remove City of Folsom land use entitlement requirements from the 34.547 acre parcel. The remainder of the provisions included in the development agreement will remain unaltered by the proposed amendment. The requested action would keep all impact fee requirements (including property owned by the University) as full obligations for the property. The proposed action would apply only to the land owned by the University of California.

Benefits of the requested action include the following:

**Remove Duplicate Entitlement Process.** The proposed action would remove duplication in the entitlement process for the property helping to avoid development delays and inefficiencies.

**Standard University of California Ownership.** The proposed action would ensure the land ownership and entitlement process would be standard for the Board of Regents of the University of California. In addition, this action would ensure that City of Folsom would be outside of any legal challenge or public controversies related to the University entitlements. The University intends to work collaboratively with the City of Folsom to maintain consistency of planning goals, infrastructure construction and maintenance and pursuit of overall community goals for the City of Folsom.

**Avoid Contradictory/Overlapping Requirements:** The amendment would provide long-term certainty to the Regents while still maintaining a strong public engagement process for the local and University communities. The University process is robust, thorough and complete with extensive consideration of serving the public need, exceptional design details and high-quality architecture, advanced sustainability measures, and careful compliance with public contracting and labor agreements.

**Establish Public Clarity.** The amendment would ensure that the University is identified as the responsible public agency for entitlements, design review and other matters.

**Demonstrate Public Efficiency.** The amendment would demonstrate two public agencies working collaboratively and efficiently in furtherance of public service goals and kickstarting the construction that has been planned at the parcel.

**Proposed Development Concepts**

The action to amend the development agreement would establish the University of California as the public entity responsible for final entitlements. The following narrative provides an overview of the development concepts and processes that the University is expecting to consider for the property. The overall concept for the site envisions the medical office building and future projects that could potentially include an ambulatory surgery center and micro-hospital pinwheeling around a shared central landscaped space that will create an anchor for the planned future Main Street (currently designated as Street 'A') directly to the south.

The architectural character of buildings and landscape character of the site will reflect the vision and mission of UC Davis and share many of the design principles and high-level of building finishes that are in place for the Sacramento and Davis campuses. A masterplan for UC Davis Health Folsom Center will be considered to ensure efficient and cohesive planning for the building density/floor area ratio, setbacks, landscape coverage, building separation, building height and parking needs. Development of the site masterplan will be informed by the planning intent and objectives contained in the Folsom Ranch Specific Plan.

The University will implement proposed projects within the University of California Sustainable Practices Policy ensuring that strong levels of energy efficiency, water conservation, waste reduction, transportation efficiency, and procurement measures will be applied to the site planning and operations. While the overall University of California site development details are not available at this time, the University expects that site planning will reflect the types of intent and details contained in the Folsom Ranch Specific Plan. One example of a potential divergence from the Folsom Ranch Specific Plan is the apparent building height restriction for the property of 50 feet. UC Davis will consider building heights of 3 to 4 stories which will likely exceed 50 feet. The consideration of taller buildings than currently allowed in the Specific Plan would allow flexibility for patient care efficiencies within each building and for improved land utilization efficiency across the entire parcel.

Ultimately, the University development will seek to reinforce the vision of UC Davis Health of creating a healthier world through bold innovation and the mission of improving lives and transforming health care by providing excellent patient care, conducting groundbreaking research, fostering innovative, interprofessional education, and creating dynamic, productive partnerships with the community.

## **Attachment 7**

# **First Amended and Restated Development Agreement Relative to the Folsom South Specific Plan**



Sacramento County Recorder  
 David Villanueva, Clerk/Recorder  
 BOOK **20140715** PAGE **0344**

Tuesday, JUL 15, 2014 9:26:57 AM  
 Ttl Pd \$0.00 Rcpt # 0008277825

TML/85/1-92

FOR THE BENEFIT OF THE CITY OF FOLSOM  
 PURSUANT TO GOVERNMENT CODE §6103

RECORDING REQUESTED BY CITY CLERK

WHEN RECORDED MAIL TO:

City Clerk  
 City of Folsom  
 50 Natoma Street  
 Folsom, CA 95630

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

**FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
 BY AND BETWEEN THE CITY OF FOLSOM AND  
 WEST SCOTT ROAD, LLC  
 RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN**



Folsom File No. 174-21 14-023

052714.Amended and Restated Tier 1 DA

i



33002

**FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN**

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**FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT  
RELATIVE TO THE FOLSOM SOUTH SPECIFIC PLAN**

This First Amended and Restated Tier 1 Development Agreement (the "Restated Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Folsom ("City") and West Scott Road, LLC, a Delaware Limited Liability Company ("Landowner") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. All capitalized terms used herein and not otherwise defined herein shall mean and refer to those terms as defined in Section 1.3 of the Tier 1 Development Agreement between the parties hereto.

**RECITALS**

A. Tier 1 Development Agreement. The City and Landowner (or Landowner's predecessor-in-interest, as reflected in the definition of "Landowner" in the Tier 1 Development Agreement), previously entered into that certain Tier 1 Development Agreement By and Between the City of Folsom and Michele M. Carr and Melissa A. Barron, Et. Al., Relative to the Folsom South Specific Plan, dated August 2, 2011 and recorded on August 3, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110803, Page 0422 (the "Agreement"). Section 1.5 of the Agreement allows the Agreement to be amended from time to time by mutual written consent of the parties.

B. Purpose of Restated Agreement. The City and Landowner desire to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the Property in the Plan Area, including but not limited to dedication of open space and land for public facilities, environmental mitigation and monitoring, as well as the contribution and reimbursement of the facilities' costs and services by and amongst Landowner and its successors-in-interest. Additionally, Landowner desires to proceed with Development consistent with the Entitlements or any Subsequent Entitlements that may be included within the scope of this Restated Agreement as those terms are described herein. As contemplated and required by the Tier 1 Development Agreement, prior to any Development being approved for or occurring within the Property (including any approval of tentative residential small-lot subdivision maps or grading or construction of any improvements within or serving the Property), Landowner must obtain approval from the City of a Tier 2 Development Agreement (as defined herein). This Restated Agreement is intended to replace the Tier 1 Development Agreement for the Property, implement the requirements of the Entitlements and the Specific Plan EIR as applied to Development of the Property, satisfy the condition for a Tier 2 Development Agreement prior to Development of the Property, and establish a process for evaluating the inclusion of future Specific Plan Amendments within the scope of this Restated Agreement in the event such amendments are approved by the City Council.

C. Effect of Restated Agreement. The Tier 1 Development Agreement requires the agreement and approval of a Tier 2 Development Agreement in conjunction with subsequent project-specific approvals, and prior to physical development of the Property. This Restated Agreement shall be deemed to implement and satisfy this requirement. Accordingly, upon the recordation of this Restated Agreement in the Official Records of Sacramento County, the Tier 1 Development Agreement, as applied to the Property, shall be deemed amended and replaced in its entirety by this Restated Agreement. The replacement of the Tier 1 Development Agreement by this Restated Agreement as to the Property shall not affect or impair the continuing validity of the Tier 1 Development Agreement and encumbrance thereof on other properties within the Plan Area that do not have an approved, executed and recorded Tier 2 Development Agreement or this Restated Agreement.

D. Property. The subject of this Restated Agreement is the development of the Property and the Plan Area. Landowner owns or has the right to acquire the Property and represents that all persons holding legal or equitable interests in the Property shall be bound by this Restated Agreement.

E. Specific Plan and Public Facilities Financing Plan. The City Council adopted the Specific Plan which Plan is applicable to the Property pursuant to Resolution No. 8863 on June 28, 2011. The City Council also approved the Public Facilities Financing Plan pursuant to Resolution No. 9298 on January 28, 2014 related to the planned development of the Specific Plan, consistent with the requirements of the Tier 1 Development Agreement.

F. Hearings. On May 7, 2014, the City Planning Commission, designated as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Restated Agreement and recommended that the City Council approve this Restated Agreement.

G. Mitigation Measures. Mitigation measures were recommended in the Specific Plan EIR and Supplemental Environmental Review(s), if any, related to the City's approval of the Specific Plan, the Agreement, and this Restated Agreement, and have been incorporated in the Specific Plan and the Entitlements and in the terms and conditions of this Restated Agreement, as reflected by the findings adopted by the City Council concurrently with this Restated Agreement.

H. Entitlements. Following consideration and certification of the aforementioned Specific Plan EIR, any Supplemental Environmental Review(s), and CEQA related findings, the City Council has adopted applicable statement(s) of overriding considerations and has approved the following Entitlements that are currently applicable to the Property, which Entitlements are the subject of this Restated Agreement:

1. The General Plan;

2. The Specific Plan;
3. This Restated Agreement;
4. The Public Facilities Financing Plan (the "PFFP"); and
5. The City and Landowner acknowledge that Design Guidelines for the Plan Area will be presented to the City by Landowners and other Participating Landowners for review and approval by the City. Upon approval of the Design Guidelines by the City, such Design Guidelines shall be an Entitlement without the necessity of further amendment to this Restated Agreement.

I. General and Specific Plans. Development of the Property in accordance with the Entitlements and this Restated Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and the Specific Plan.

J. Substantial Costs to Landowner. Landowner has incurred and will incur substantial costs in order to implement the Specific Plan and to assure Development in accordance with the Entitlements and the terms of this Restated Agreement.

K. Need for Services and Facilities. Development of the Property will result in a need for urban services and facilities, which services and facilities will be provided by City and other public agencies to such Development subject to the performance of Landowner's obligations hereunder, including but not limited to Landowner's obligation to fund such facilities and services.

L. Contribution to Costs of Facilities and Services. Landowner agrees as provided herein to provide for the costs of such public facilities, services and infrastructure, including but not limited to the Backbone Infrastructure required for the Development of the Property and/or required by the Entitlements, and to mitigate impacts on the City of the Development. City agrees to provide municipal services subject to Landowner's payment of such costs and compliance with the terms and conditions in this Restated Agreement. Landowner, through the development of its Property in accordance with the Entitlements and this Restated Agreement, will contribute as part of the Specific Plan towards providing a mix of housing and commercial uses meeting a range of needs for the City, dedication of land for, and funding of, public facilities, open space, parkland and related park amenities, and other services and amenities that will be of benefit to the future residents of the City.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

**ARTICLE 1**  
**GENERAL PROVISIONS**

**1.1 Incorporation of Recitals.** The Recitals above are true and correct and constitute enforceable provisions of this Restated Agreement.

**1.2 Property Description and Binding Covenants.** Upon recordation of this Restated Agreement pursuant to Section 1.4.1 below, the provisions of this Restated Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors-in-interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall include each and every subsequent purchaser or transferee of the Property, or any portion thereof, from Landowner, whether or not such purchaser or transferee executes an assumption of this Restated Agreement with respect thereto.

**1.3 Definitions.**

"Adopting Ordinance" means Ordinance No. 1195, dated June 10, 2014, approving this Restated Agreement.

"Advancing Owners" means the landowners within the Plan Area described in Section 4.2.1 and listed as Advancing Owners in Exhibit 4.2.1 of this Restated Agreement.

"Aerojet/Easton Property" means the real property located within the Specific Plan owned by Aerojet Rocketdyne, Inc. and Easton Development Company, LLC, as of the Effective Date, as more particularly shown on Exhibit 2.2.3.2 attached hereto and made a part hereof.

"Agreement" means the Tier I Development Agreement dated August 2, 2011.

"Area 40" means that portion of the Aerojet/Easton Property adjacent to Prairie City Road in the Specific Plan area as delineated by the EPA in the Superfund cleanup effort as depicted on Exhibit 2.2.3.2

"Backbone Infrastructure" means the infrastructure described on Exhibit 2.2.1, attached hereto and made part hereof.

"Backbone Lands" means the land areas within the Specific Plan as shown on Exhibit 3.8.

"CEQA" means the California Environmental Quality Act, Public Resources Code Section 21000 et seq., and all regulations and guidelines promulgated thereunder.

"City" means the City of Folsom, a municipal corporation.

"City Council" means the City Council of the City.

"City Zoning Ordinance" means the provisions of the City Municipal Code, Title 17 et seq.

"CFD" means a Community Facilities District established pursuant to the CFD Act.

"CFD Act" means the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.), and the City of Folsom Community Financing Law (Folsom Municipal Code Chapter 3.110) as amended from time to time.

"Community Development Department" means the Community Development Department of the City.

"Community Development Director" means the Community Development Director of the City.

"Constructing Owner" means either Landowner or any other Participating Landowner who elects to construct any PFFP Facilities.

"Constructing Owner's Property" means the property within which any fee credits associated with the Constructing Owner's construction of any PFFP Facilities may be applied, as more particularly described in Section 4.3 below.

"Day(s)" means business day(s), except as expressly stated herein.

"Design Guidelines" means the design guidelines for the FPA approved by the City, and thereafter to be applied by the City to guide and evaluate the design of certain improvements within the Plan Area.

"Develop" or "Development" means any development, construction and use of the Property pursuant to a lawfully issued permit by the City of Folsom in furtherance of the Specific Plan and the Entitlements, including without limitation, the processing and approval of any tentative or final Large-Lot or Small-Lot Maps.

"Development Agreement Statute" means Government Code Section 65864, et seq.

"Development Phase" or "Phase" means a Development Phase as described in Section 3.9 and subsections to Section 3.9 of this Restated Agreement.

"Effective Date" means the date which is thirty (30) calendar days after the date of the Adopting Ordinance approving this Restated Agreement.

"Entitlements" means the entitlements described in items 1 through 5, inclusive, of Recital I above, and those Specific Plan Amendments referenced in Section 1.5.3 of this Restated Agreement.

“Existing Fees” means the development impact and mitigation fees existing in the City as of the Effective Date of the Agreement set forth in Exhibit 2.2.4 attached hereto.

“Existing Rules”, unless otherwise expressly provided in this Restated Agreement or the Entitlements, means City’s ordinances, and resolutions in force and effect on the Effective Date of the Agreement.

“FPA” means the Folsom Plan Area annexed by the City of Folsom on or about January 18, 2012.

“General Plan” means the Folsom General Plan, as amended by Resolution No. 8861.

“Infrastructure CFD” means a CFD formed to finance (i) the acquisition and/or construction of any Backbone Infrastructure or other public facilities or improvements serving development of the Plan Area and/or (ii) the payment of the SPIF.

“Infrastructure CFD Improvements” means the public facilities or improvements authorized for acquisition or construction by the applicable Infrastructure CFD.

“Landowner” means West Scott Road, LLC, a Delaware Limited Liability Company, and its heirs, successors and assigns.

“Land Use Plan” means the Specific Plan Land Use Plan for the Property, as set forth on Figure 4.1 of the Specific Plan, adopted by the City Council pursuant to Resolution No. 8863 and made a part hereof.

“Large-Lot Map” means a subdivision or parcel map processed and approved pursuant to the Subdivision Map Act that, upon recordation hereof, will create Large Lot Parcels.

“Large Lot Parcel” means a parcel created by the recordation of a parcel map, subdivision map consistent with the Subdivision Map Act that is either planned for non-residential or multi-family use, or is planned for single-family residential use

“Mitigation Fee Act” means the Mitigation Fee Act, as defined and implemented pursuant to Section 66000 et seq. of the California Government Code, or any successor statute thereto.

“Mitigation Monitoring and Reporting Program” means the mitigation monitoring and reporting program approved by the City in connection with its approval of the Specific Plan EIR pursuant to Resolution Number 8860, as may be revised from time to time in connection with the City’s approval of any Supplemental Environmental Review(s) applicable to Development of the Property.



"Mortgagee" means any lender or other entity that obtains a mortgage or deed of trust against the Property.

"New Rules" means any new or modified resolution, rule, and/or ordinance adopted by the City or by initiative (whether initiated by the City Council or by a voter petition, which initiative changes, alters or amends the rules, regulations and policies applicable to the rate, timing or sequencing and density and intensity of use or Development of the Property) after the Effective Date which is not part of the Existing Rules. "New Rules" does not include a referendum that specifically overturns the City's approval of any of the Entitlements.

"New Plan Area Fees" means the new development impact and mitigation fees, including the SPRF, SPIF and New Plan Area Fees for City Facilities, to be adopted and imposed in connection with the Development of the Plan Area consistent with the terms of the PFFP and this Restated Agreement, as specifically listed and identified in Exhibit 2.2.4 attached hereto under the Fee categories entitled "New FPASP Plan Area Fees for City Facilities," "New FPASP Plan Area Fee for Specific Plan Infrastructure (SPIF)," and "New FPASP Planning and Land Fees."

"New Plan Area Fees for City Facilities" means the new development impact fees to be adopted and imposed in connection with the Development of the Plan Area to finance certain City facilities consistent with the terms of the PFFP and this Restated Agreement, as listed and identified in Exhibit 2.2.4 under the Fee category entitled "New FPASP Plan Area Fees for City Facilities."

"Participating Landowners" means Landowner and any and all other landowners of other properties within the Plan Area who have then obtained approval and have executed and recorded, and are not in breach, of a Tier 2 Development Agreement or this Restated Agreement for such other properties.

"Permit Streamlining Act" means the provisions of Government Code Section 65920 et seq.

"PFFP" ("Public Facilities Financing Plan") means the Public Facilities Financing Plan prepared by Economic and Planning Systems and the Folsom Office of Management and Budget approved by the City on January 28, 2014 by Resolution No. 9298.

"PFFP Facilities" means the public improvements and facilities serving the Plan Area that are to be financed, in whole or in part, by the Plan Area pursuant to the terms and provisions of the PFFP.

"Plan Area" means the entire Specific Plan area shown on Exhibit B hereto.

"Planning Commission" means the Planning Commission of the City.

"Project" means Development consistent with the Entitlements, including this Restated Agreement.

"Property" means those certain parcel(s) of land described in Exhibit A-1 and shown on Exhibit A-2 attached hereto and made a part hereof within the Plan Area.

"Public Parcels" means the parcels within the Plan Area planned for open space and public uses described and shown on Exhibit B hereto.

"Restated Agreement" means this First Amended and Restated Tier 1 Development Agreement.

"Small-Lot Map" means a subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which building permits may be issued for the construction of commercial buildings or single-family residential units within a parcel planned for commercial or single-family use, or for construction and sale of individual condominium units within a parcel planned for commercial or multifamily residential use, consistent with the underlying zoning in the Entitlements.

"Specific Plan" means the Folsom Specific Plan adopted by the City Council by Resolution No. 8863 on June 28, 2011.

"Specific Plan Amendment" means an amendment to the Specific Plan approved by the City Council.

"Specific Plan EIR" means the Final EIR for the Specific Plan certified as adequate and complete by the City Council by Resolution No. 8860 on June 14, 2011 (State Clearinghouse No. 2008092051).

"SPIF" means the Specific Plan Infrastructure Fee to be adopted and imposed in connection with the Development of the Plan Area consistent with the terms of the PFFP and Section 4.2.2 of this Restated Agreement.

"SPRF" means the Specific Plan Reimbursement Fee to be adopted and imposed in connection with the Development of property within the Plan Area consistent with the terms of the PFFP and Section 4.2.1 of this Restated Agreement.

"Standard Design and Construction Specifications" means the standard specifications approved by the City Council and published and maintained by the City, as amended from time to time.

"Subdivision Map Act" means the provisions of Government Code Section 66410 et seq.

"Subsequent Entitlements" means those project specific approvals which, in addition to the Entitlements, are required in order for Development to occur on a Landowner's Property. Subsequent Entitlements include, but are not limited to,

tentative and final Large and Small-Lot Maps, parcel maps, use permits, design review, grading plans and building permits, and all of the conditions of approval associated with such project specific approvals.

"Supplemental Environmental Review(s)" means any supplemental or additional environmental review and analysis approved or certified by the City, in addition to the review and analysis certified by the City Council in the Specific Plan EIR, associated with and/or required by the City's review and approval of the Entitlements, including without limitation, any addenda, amendments, or mitigated negative declarations that may be approved or certified by the City in connection with any and all amendments to the Specific Plan.

"Term" means the term of this Restated Agreement as defined in Section 1.4.1 hereof.

"Tier 1 Development Agreement" means the Tier 1 Development Agreement described in Recital A.

"Tier 2 Development Agreement" means a development agreement required by the Tier 1 Development Agreement.

"Vested Rights" means the rights to Develop the Property consistent with the terms and provisions of this Restated Agreement.

"Water Supply Agreement" means that certain Water Supply and Facilities Financing Plan and Agreement Between the City of Folsom and Certain Landowners in the Folsom Plan Area, entered into by and between the City and Folsom Real Estate South, LLC, et al., dated December 11, 2012, and recorded in the Official Records of Sacramento County, Book 20130124, Page 1382, on January 24, 2013, as amended.

#### **1.4 Term.**

**1.4.1 Commencement; Extension; Expiration.** The Term shall commence upon the Effective Date. This Restated Agreement shall be recorded against the Property within ten (10) calendar days after City enters into this Restated Agreement, as required by California Government Code Section 65868.5. The Term of this Restated Agreement shall extend from the Effective Date through June 30, 2044, unless said Term is earlier terminated, modified or extended by circumstances set forth in this Restated Agreement or by mutual consent of the parties hereto. Nothing herein prevents the City from exercising its sole and complete discretion in determining whether this Restated Agreement shall be extended at the end of the Term, and whether any of the terms contained herein should be amended as part of the extension.

Following the expiration of the Term, or if terminated earlier in accordance with the terms of this Restated Agreement, this Restated Agreement shall be deemed terminated and of no further force and effect, except for the implementing ordinances for the SPRF and the SPIF, which shall survive unless and until amended or revoked by

the City Council, and the indemnification obligations in this Restated Agreement, which shall survive termination of this Restated Agreement.

**1.4.2 Tolling and Extension During Judicial Challenge or Moratoria.**

In the event that this Restated Agreement is subjected to a judicial challenge by a third party other than Landowner, and Landowner gives written notice to City that it is electing not to proceed with the Project until such litigation is resolved, the Term of this Restated Agreement and timing for obligations imposed pursuant to this Restated Agreement shall, upon written request of Landowner, be extended and tolled during such litigation until the entry of a final order or judgment upholding this Restated Agreement, or the litigation is dismissed by stipulation of the parties. Similarly, if Landowner is unable to undertake Development due to the imposition by the City or other public agency of a development moratoria for imminent health or safety reasons unrelated to the performance of Landowner's obligations hereunder, then the Term of this Restated Agreement and timing for obligations imposed pursuant to this Restated Agreement shall, upon written request of Landowner, be extended and tolled for the period of time that such moratoria prevents development of the Property. In no event shall any extension of the term of this Restated Agreement under this section exceed twenty four (24) months from the date of filing of any judicial challenge without further action and approval of the City Council.

Notwithstanding any extension or tolling of the Term of this Restated Agreement as provided above in this Section 1.4.2, the City may, at Landowner's sole cost and expense, process any preliminary plans submitted by a Landowner, including, without limitation, any applications for tentative parcel map or tentative subdivision map approval, during such tolling period, provided, however, that Landowner waives the time limits set forth in the Subdivision Map Act or Permit Streamlining Act for any action by City during the tolling period to approve such tentative parcel map or tentative subdivision map or other development permit approval. In the event of a moratorium or judicial challenge as provided in this section City shall not be obligated to hold any hearings, public meetings or to approve such tentative map or development permit during the moratorium, but may proceed with processing of preliminary plans at Landowner's expense.

**1.5 Amendment of Restated Agreement.** When the City Council finds it in the best interests of the City to do so, this Restated Agreement may be amended from time to time by mutual written consent of City and Landowner with respect to the Property in accordance with the provisions of the Development Agreement Statute and City ordinances. Except as provided in Section 1.5.1, if the proposed amendment affects less than the entirety of the 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.

**1.5.1 Required Provisions in Subsequent Tier 2 Development Agreements and Amendments to Incorporate Subsequent Entitlements.** In light of the necessity for full and ongoing funding of the FPA as provided in this Restated Agreement and the Entitlements, including the PFFP, the Parties agree that the terms and provisions of this Restated Agreement identified in this section must be included in

any other Tier 2 Development Agreement or subsequent Amended and Restated Development Agreement for other properties within the Plan Area. The Parties further agree that the terms and provisions enumerated herein may not be modified or amended as to any property within the Plan Area without the written consent of all of the then existing Participating Landowners. In addition, unless otherwise agreed to in writing by a Constructing Owner, the rights of a Constructing Owner who is no longer a Participating Landowner to any outstanding fee reimbursements and/or fee credits under a Fee Reimbursement Agreement with the City (as defined in Section 4.3 below) shall be protected from the effects of any proposed amendment to Sections 2.2.1, 4.2.1, 4.2.2 and 4.3 of this Restated Agreement through the Constructing Owner's contractual rights related thereto under such Fee Reimbursement Agreement. The following terms and provisions fall within the scope of this section:

- A. Portions of the PFFP, SPRF and SPIF; Credits and Reimbursements (Sections 2.2.1, 4.2.1, 4.2.2 and 4.3): The provisions of the PFFP as set forth in Section 2.2.1 (subject to the re-opener provisions of Section 2.2.4.1), the Specific Plan Reimbursement Fee as set forth in Section 4.2.1, the Specific Plan Infrastructure Fee as set forth in Section 4.2.2, and the Fee Credit and Reimbursement rights as set forth in Section 4.3;
- B. Portions of the Financing Programs outlined in the PFFP (Sections 2.2.3.5, 2.5.3 and 3.2): Landowner's and City's commitments under Recital L, Section 2.2.3.5 related to adoption and implementation of the PFFP and the SPIF, Section 2.5.3 to support the formation and implementation of all finance programs and CFDs described therein, including the Aquatic Center CFD for purposes of financing as outlined in the PFFP, and Section 3.2 related to the formation and implementation of any infrastructure CFDs;
- C. New Plan Area Fees (Section 2.2.4 and 2.2.4.1): Landowner's commitment in this Restated Agreement to support and pay the New Plan Area Fees, and all other fees adopted by the City consistent with this Restated Agreement, as and when required by the PFFP and the adopting ordinances;
- D. Design Guidelines (Recital H): The Design Guidelines for the Project upon approval by the City;
- E. Dedications of Backbone and Lands Public Parcels (Sections 3.8 - 3.8.5.1): Landowner's commitment to dedicate and/or grant the Backbone Lands and Public Parcels required for development of the Plan Area at no cost to the City; and

- F. Phasing of Backbone Infrastructure (Sections 3.9 – 3.9.2): Subject to the City's discretion, as described in this Restated Agreement, to determine the phasing and timing for construction of necessary Backbone Infrastructure as maps are processed, Landowner's commitment to maintain the underlying requirement to construct the portion of the Backbone Infrastructure as determined for each Development Phase pursuant to Section 3.9 of this Restated Agreement.

Nothing stated herein is intended to modify the exceptions to vested rights set forth in Section 2.2.3, the re-opener provisions of Section 2.2.4.1, the provisions allowing for cost of living adjustments in Section 2.2.4(7), or the rights of the City under Sections 2.2.5, 2.2.6 and 2.2.7 to enact new laws or regulations as provided for in those sections.

**1.5.2 No Amendment Required for Minor Administrative Modifications.**

The parties acknowledge that under the Specific Plan, the Community Development Director of the City has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval by the Community Development Department of any Minor Administrative Modifications (as defined in the Specific Plan on the Effective Date of this Restated Agreement) to the Entitlements that are consistent with this Restated Agreement shall not constitute nor require an amendment to this Restated Agreement to be effective. Notwithstanding the procedure for minor amendments, nothing in the Entitlements or this Restated Agreement would preclude the Community Development Director or the City Manager from bringing such amendments to the Planning Commission and/or City Council for action if he/she believes it is in the best interests of the City to do so.

**1.5.3 Amendments to Restated Agreement after Approval of Subsequent Entitlements.** A Participating Landowner may file an application for a Specific Plan Amendment and Subsequent Entitlements associated with the Specific Plan Amendment after the approval, execution and recordation of this Restated Agreement. As part of such applications, the Participating Landowner must also obtain an Amendment to this Restated Agreement to allow for the application of the terms of this Restated Agreement to the Specific Plan Amendment and the Subsequent Entitlements it seeks. Such amendments shall be referenced as Amendment No.[ ] to the Landowner's Restated Agreement, and shall be considered and processed by the City in accordance with the terms of Government Code Section 65864 through 65869.5, inclusive, and any and all applicable provisions of the Folsom Municipal Code and the City Charter and City Council Resolution No. 2370. The City Council retains sole and absolute discretion to evaluate the Specific Plan Amendment and related Subsequent Entitlements, including imposing conditions of development and to conduct any and all necessary Supplemental Environmental Review prior to consideration of the approval of the Specific Plan Amendment and the Subsequent Entitlements. If the City, in its sole and absolute discretion, approves the Specific Plan Amendment and the Subsequent Entitlements and provided that Landowner also reaffirms its agreement to abide by the provisions of this

Restated Agreement and any modifications to the Restated Agreement and the Specific Plan or conditions imposed on the project, then the Specific Plan Amendment and Subsequent Entitlements shall be included within the definition of Entitlements as that term is used throughout this Restated Agreement.

**1.5.3.1 Specific Plan Amendment Cut-Off Date.** The terms set forth in this Restated Agreement shall apply to Specific Plan Amendments approved by the City Council prior to that date that is two (2) years from the date of publication in the Federal Register of the Record of Decision for the Section 404 Permit issued by the United States Army Corps of Engineers relative to Backbone Infrastructure, or July 1, 2016, whichever is later (the "Specific Plan Amendment Cut-off Date"). For Specific Plan Amendments approved by the City Council on or after the Specific Plan Amendment Cut-off Date, the City retains the right to modify this Restated Agreement as applied to the lands covered by the proposed Specific Plan Amendment, to impose additional conditions or requirements of the Project that are not project specific or "nexus" based, including imposing additional costs, conditions or requirements to: (1) fund and/or construct facilities other than PFFP Facilities, and (2) fund services or amenities other than those described in the PFFP, in conjunction with the approval of an amendment to the Specific Plan or to accelerate the funding of projects in the PFFP. Nothing in this section is intended to prevent development of the Property for the uses and to the density or intensity of development or the rate and timing of development as set forth in this Restated Agreement and the Entitlements, or permit modifications of other existing rights or application of New Rules, except as expressly permitted in this Restated Agreement including, as provided in Government Code Section 65865.2. Landowner retains its right to object to the cost of additional conditions or requirements, but expressly waives any argument that the imposition of such conditions or requirements violate the terms of this Restated Agreement and agrees to comply with such conditions or requirements, including any cost associated therewith, should such be imposed by the City as part of an amendment to this Restated Agreement following consideration of Landowner's objection. Regardless of the date of approval of a Specific Plan Amendment, nothing stated herein is intended to modify, alter or limit in any way the City's right to impose new conditions or terms which derive from environmental review and are required to mitigate environmental impacts, or are otherwise directly project related or "nexus" based.

**1.5.4 Recordation Upon Amendment or Termination.** Except in the event that this Restated Agreement is automatically terminated due to the expiration of the Term, the City shall cause any amendment hereto, including any extension of the Term, and any other termination hereof to be recorded, with the County Recorder within ten (10) calendar days after City executes such amendment or termination. Any amendment or termination of this Restated 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.

## ARTICLE 2

### DEVELOPMENT OF THE PROPERTY

**2.1 Permitted Uses.** The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public utilities and public improvements shall be those set forth in the Entitlements and this Restated Agreement.

**2.2 Vested Rights.** City agrees that, except as otherwise provided in and as may be amended in accordance with the Exceptions to Vested Rights set forth in Section 2.2.3 below, City is granting, and grants herewith, vested rights to Development for the Term of this Restated Agreement in accordance with the terms and conditions set forth herein. City acknowledges that the rights vested by this Restated Agreement include the land uses and approximate acreages for the Property as shown and described in Exhibit A-1 and Exhibit A-2 attached hereto, or as such land uses and approximate acreages may be amended by those Specific Plan Amendments referenced in Section 1.5.3 of this Restated Agreement. Nothing in this Restated Agreement shall impair or affect the rights of Landowner under a vesting tentative map or the City's rights to condition such maps. (Govt. Code Sec. 66498.1, et seq.)

Such uses shall be developed in accordance with the Entitlements, as the Entitlements described in Recital H provide on the Effective Date of this Restated Agreement and/or as any Subsequent Entitlement incorporated therein provides on the date of approval thereof by City.

**2.2.1 Vested Provisions of the PFFP.** The parties agree that the PFFP is not a vested document in its entirety. They further agree that only those portions of the following Chapters and Appendices in the PFFP specifically referenced below will vest for the term of this Restated Agreement:

- A. The list of PFFP Facilities to be constructed in and/or financed by the Plan Area, as set forth in Appendices B through G and I through O of the PFFP, as may be revised in accordance with the provisions of Section 2.2.3.5 herein and subject to the re-opener provisions set forth in Section 2.2.4.1 herein. The initial list of PFFP Facilities is attached hereto as Exhibit 2.2.1;
- B. The development impact fee provisions, as set forth in the Executive Summary, Chapters 5 and 8 and Table 13 of the PFFP, including payment of such fees at building permit or occupancy and establishment of fee reimbursement and credit provisions for advance-funded improvements;
- C. The SPIF Implementation provisions, as set forth in Appendix S of the PFFP, including the SPIF Set-Aside for certain Phase 1 and



Phase 2 sewer and water infrastructure and the SPIF fee reimbursement and fee credit implementation and prioritization;

- D. The Sewer and Offsite Water CFD and Extended Term CFD provisions, as set forth in Chapters 5 and 6 and Appendix U of the PFFP; and
- E. The City Loan for Water/Sewer Financing provisions, as set forth in Chapters 5 and 6 and Appendix U of the PFFP, including City loan repayment from Sewer and Offsite Water CFD revenues and establishment of SPIF Set-Aside with applicable credits for eligible improvements.

As to the provisions of the SPIF, including the Set-Aside described in 2.2.1(C), the Parties agree that additional details for implementation of the SPIF Set-Aside will be subject to refinement and substantiation as part of and in connection with the City's adoption of the SPIF ordinance consistent with the parameters and purposes identified in the above referenced sections of the PFFP. The City also shall have the authority to adopt the ordinance for the New Plan Area Fees to accomplish the purpose outlined in the PFFP consistent with the parameters and purposes identified in the above referenced sections of the PFFP.

**2.2.2 Vested Provisions of the Specific Plan.** The parties recognize the need to vest certain portions of the Specific Plan and also recognize that during the term of this Restated Agreement that there may be a need for changes in the plan to keep pace, for example, with new regulatory requirements, new technology, changing trends and a need for flexibility to address changes and needs and goals of the City as expressed by the City Council over time. The parties recognize that the Specific Plan is not vested in its entirety and agree that the following sections of the Specific Plan are vested and will not be altered by New Rules:

- A. Development Standards set forth in Appendix A of the Specific Plan;
- B. Land Use and Zoning set forth in Section 4 of the Specific Plan; and
- C. The street widths and roadway section provisions of Section 7.7.2 of the Specific Plan as depicted in Figures 7.24, 7.25, 7.26 and 7.27 related to Local Streets for a period of ten (10) years from the Effective Date of this Restated Agreement

**2.2.3 Exceptions to Vested Rights.** The parties specifically agree that no vested rights exist and/or the term of such vesting under this Restated Agreement may be limited and subject to modification and the parties recognize that provisions in the Entitlements related to these issues may differ from the existing code and the Specific Plan and that the terms of this Restated Agreement shall control with respect to the following issues:

**2.2.3.1 Affordable Housing.** The existing Housing Element and Folsom Municipal Code contain provisions associated with affordable housing and these provisions are vested until January 1, 2020 (i.e., the date that is 12 months before the expiration of the current Housing Element). Until January 1, 2020, the City agrees it shall not amend provisions of the Housing Element associated with affordable housing, except for such amendments that do not alter land uses, result in additional financial burdens on development in the Plan Area, amend the Land Use Plan, rezone any portion of the Property without the Landowner's written consent or to comply with state law or court order. Nothing herein shall prohibit Landowner from proposing or agreeing to any changes to the Land Use Plan or zoning for the Property. In any subsequent Housing Element the City may adopt a Housing Element in its discretion and will look citywide to meet its State-imposed Regional Housing Needs Allocation (RHNA) and retains all rights to modify the Land Use Plan and rezone any portion of the Property, add, modify or delete programs, policies and goals, excluding however any portion(s) of the Property for which a vesting map has been approved and remains valid. Nothing in this Restated Agreement is intended to limit the Landowner's ability to obtain vested maps as allowed by law or City ordinance.

The City agrees that when examining land to address future RHNA requirements, it will, to the extent feasible in the FPA, maintain rough proportionality of the mix of residential and commercial as exists in the Specific Plan on the Effective Date of this Restated Agreement. For purposes of this section, "rough proportionality" shall mean plus or minus 10%. The City agrees that when it examines the RHNA requirements it will endeavor to maintain the rough proportionality of commercially zoned land to residentially zoned land. Notwithstanding the objective to maintain rough proportionality, the City may consider among other information available at the time it is reviewing its Housing Element, including the number of and type of financially feasible and available sites, criteria used for evaluating financing of affordable housing projects (including but not limited to qualification for tax credits), the extent to which vested maps or other vested rights exist on commercial and residential property, the extent to which other lands have been rezoned to a different zoning designation since the Effective Date of this Restated Agreement, avoiding overconcentration of affordable housing and the policies of the Housing Element and may, in its discretion, rezone lands necessary to meet the City's RHNA obligations.

**2.2.3.2 Area 40 - Community Park West.** The term "Community Park West" refers to that portion of the Aerojet/Easton Property designated as the site for Community Park West, as depicted in **Exhibit 2.2.3.2**. At the time of adoption of this Restated Agreement, the land uses have been identified in and approved as part of the Specific Plan, and the Parties believe such uses are consistent with the uses permitted by state and federal regulatory agencies in that portion of the Aerojet/Easton Property referred to as Area 40 that has Superfund status. The City and Easton Development and Aerojet Rocketdyne ("Aerojet/Easton") have met to address the current provision related to Area 40 in the Tier 1 Development Agreement. The parties have agreed to replace the Tier 1 provision with the provisions contained in this section and to provide for an alternate site if Community Park West has not received regulatory clearance for

the park uses called for in the Specific Plan during the timeframe outline in this section. This Agreement grants to Easton and Aerojet, as owners of the Aerojet/Easton Property, and their successors-in-interest, the right to develop portions of the Aerojet/Easton Property, other than properties designated as Community Park West and the Alternate Site (defined below), consistent with the Specific Plan subject to the provisions of this section.

No later than the issuance of the 600<sup>th</sup> residential building permit within the Aerojet/Easton Property and those parcels designated for residential use within the community park service area depicted in Figure 9.1 in the Specific Plan ("the Service Area"), Aerojet/Easton shall create, record and irrevocably offer to dedicate to City the parcel for the neighborhood park depicted in the Specific Plan as a 10.0 acre park. In addition, Aerojet/Easton shall demonstrate to the City's satisfaction, at the time of the offer of dedication, that infrastructure (e.g., access streets, curb, gutter and sidewalk, water and power services) are available to serve the neighborhood park parcel. The City and Aerojet/Easton have met and agreed upon an alternate site for Community Park West in the event that all regulatory clearances for the uses in Community Park West are not achieved as set forth herein. The alternate site for Community Park West is depicted in **Exhibit 2.2.3.2** ("Alternate Site") which has been agreed to by Aerojet/Easton, the City, and the landowners who are party to a Restated Agreement. Notwithstanding the foregoing sentence, agreement of landowners who are a party to a Restated Agreement shall not be construed as a waiver on the part of such landowners of the right to request mitigation measures as part of the park project approval process to reduce impacts of Community Park West on properties adjacent to or in the vicinity of the Alternate Site. The parties agree that the Alternate Site shall not exceed the size (approximately 47.8 acres) of Community Park West as reflected in the Specific Plan adopted in 2011. Aerojet/Easton shall process parcel maps with its first land use application or submittal of a Specific Plan Amendment in the Service Area separately delineating the Alternate Site and Community Park West. When the parcel map is created for the Alternate Site, Aerojet/Easton shall grant, execute and provide to the City an irrevocable offer of dedication of the Alternate Site for a community park use conditioned as set forth in this section.

Upon issuance of the 1,000<sup>th</sup> residential building permit within the Service Area, Aerojet/Easton and City shall meet to discuss the progress of regulatory clearance for use of Community Park West, as well as timing and process for use of the Alternate Site should Community Park West not be available upon issuance of the 1200<sup>th</sup> residential building permit in the Service Area. In the event that Community Park West is not available for park use when the 1,200<sup>th</sup> residential building permit is issued in the Service Area or if a final determination (including applicable appeals) is made by the EPA that Community Park West cannot be used for the intended park purposes, whichever occurs first, the City may accept the offer of dedication of the Alternate Site as a permanent replacement for Community Park West. City agrees to accept and process an application from Aerojet/Easton for a Specific Plan Amendment, which application shall include, unless separately submitted in advance, the creation of the parcel maps and the Irrevocable Offer of Dedication referred to above. Any such

Specific Plan Amendment by Aerojet/Easton shall be processed by City following the City's typical review and approval process, which shall include CEQA review. Aerojet/Easton may proceed through the entitlement process on all Aerojet/Easton Property in the Plan Area, except Community Park West and the Alternate Site, and for those sites the entitlement process shall not proceed beyond a parcel map and zoning until the use of the Community Park West site has been resolved.

A deed restriction for park use only shall be recorded against the Community Park West and Alternate Site parcels, attaching a copy of this section which shall run with the land, until final approval of either site for a community park. Any entitlements for the Aerojet/Easton Property shall plan for and be consistent with the use of the Alternate Site for community park purposes and to assure access and circulation for the surrounding properties, acknowledging that doing so may necessitate or be facilitated by minor adjustments to the parcel map creating the Alternate Site. Aerojet/Easton shall be responsible for all the costs associated with the processing of any Specific Plan Amendments and environmental documents related to Specific Plan Amendment applications, including use of the Alternate Site for park purposes. Any cost adjustments required to construct park facilities at the Alternate Site shall be included in applicable New Plan Area Fees as set forth in Section 2.2.4(1) herein.

Disclosures shall be required and included as map conditions for the sale of all residential property sold in the Service Area of both Community Park West and the Alternate Site advising potential purchasers of the potential uses of these sites, including but not limited to future residential development or park and recreation use involving lighted playing fields. When the roadways adjacent to Community Park West and the Alternate Site have been constructed and opened for use, signage, to the satisfaction of the City, that is easily read by passing traffic shall be erected announcing residential development or the potential for park facilities on these sites. Unless otherwise approved by the City Council, Community Park West and the Alternate Site shall remain in ownership by Aerojet/Easton until final approval of either site for the community park. Any transfer approved by the City Council shall be subject to conditions it imposed and shall be accompanied by an Assignment and Assumption Agreement outlining the terms contained herein or as otherwise approved by the City Council.

Upon final approval of either site as a community park or when an irrevocable offer of dedication for the approved site is accepted by the City, the restrictions and limitations set forth herein for the site not used as a community park shall be removed.

The Parties acknowledge and agree that the vested rights conveyed by this Restated Agreement shall not prevent City from initiating or approving amendments to the approved Specific Plan, or adopting ordinances to achieve the purposes of this section. The Parties also acknowledge and agree that, the City's interests having been protected by the disclosures and restrictions noted above, Aerojet/Easton shall be permitted to submit and process for approval large and small lot tentative and final maps throughout the Aerojet/Easton Property, except the Alternate Site and Community

Park West, subject to City's regular review and approval process; however no entitlements shall be approved if such entitlements or components thereof would impede or limit the use of either site for a community park. The Parties and landowners further acknowledge and agree that limitations set forth herein on the use of the Alternate Site may not be resolved until after the deadline for the revision of the PFFP and adjustment to the SPIF described in Section 2.2.3.6 herein and therefore agree Aerojet/Easton or the City may initiate a revision to the PFFP and SPIF to address this issue up to ninety (90) days after the authorization to proceed with development on the Alternate Site. Upon approval of the Alternate Site for residential purposes, SPIF may be reallocated over the Aerojet/Easton Property for any such property that has not received a building permit.

The PFFP provides for a number of community facilities districts in the Plan Area and unit allocations for SPIF purposes. The parties and landowners agree and the district formation documents shall provide that neither the Alternate Site nor Community Park West will be subject to any community facilities district tax until such time the Alternate Site is used for residential purposes. The district formation documents shall provide that the taxable allocation from the Alternate Site shall be allocated to the remaining Aerojet/Easton Property and upon approval for residential purposes it may be reallocated, annexed to the district or the tax imposed.

Failure of Aerojet/Easton to comply with the terms set forth in this section shall be grounds to cease the application process for any entitlements in the Aerojet/Easton Property, including waiver of any permit streamlining provisions, as well as other remedies contained in this Restated Agreement. Provided, however, the effect of any such non-compliance and enforcement of any such remedies shall be limited to the Aerojet/Easton Property and shall not apply against or affect Development within any other Participating Landowner's property in the Plan Area.

**2.2.3.3 Quarry Traffic.** Section 7 of the Specific Plan addresses circulation in the Plan Area. Landowner acknowledges that, as provided in Section 2.2.2 above, this Restated Agreement does not vest any rights with respect to changes to the Circulation Chapter to assure compliance with the Quarry Truck Management Plan (TMP) approved by the Sacramento County Board of Supervisors on December 14, 2011 (Resolution No. 2011-0938). The City retains all rights and authority to make changes to the circulation provisions of the Specific Plan based on final implementation of the TMP. With respect to any portion of the Property impacted by the roadway alignments required by the TMP (the "TMP Alignments"), Landowner agrees to offer irrevocably for dedication or grant (at the City's discretion) easements and rights-of-way required for traffic and circulation under or in connection with the TMP at no cost to the City prior to the approval of the first tentative Small Lot Map for any portion of the Property impacted by the TMP Alignments, or any portion or phase thereof. Landowner may look to entities other than the City of Folsom for compensation associated with the TMP requirements, but any dispute related to compensation shall not delay or impede the ability of the City to obtain necessary easements or right of way. Any necessary

adjustments to dedications shall be governed by the provisions of Sections 3.8.3 and 3.8.4 of this Restated Agreement.

Landowner acknowledges and agrees that Development of the Property shall comply with the requirements of the Quarry Traffic Management Plan Funding Mechanism Program adopted by the County of Sacramento on December 14, 2011, as Resolution Number 2011-0938, as well as requirements in the Agreement Between the County of Sacramento, the Sacramento County Water Agency, and the City of Folsom, Relating to Transportation and Water Supply Issues Involving the South of Highway 50 Folsom Plan Area Annexation dated December 21, 2011.

**2.2.3.4 Corporation Yard.** The parties understand and agree that a new corporation yard equivalent to approximately 30 acres will be located in the vicinity of, but not within, the Plan Area. Such property has been tentatively identified, with a final purchase and sale agreement pending, pertaining to the location of the corporation yard. Landowners will be responsible for one hundred (100%) percent of the cost of land acquisition for such corporation yard as provided in the PFFP and Section 2.2.3.4.1 below. The Plan Area will fund its fair share of capital costs for all improvements and facilities required for the corporation yard. Such financing for capital costs shall be provided in accordance with the terms of the PFFP.

The City and certain landowners have identified a potential site for the corporation yard outside the Plan Area. The location is part of a Williamson Act contract and entitlements must be obtained through the County. Should the proposed use of the identified site as a corporation yard not be approved by the County, the Participating Landowners and the City will meet jointly to identify another suitable alternate site within sixty (60) calendar days following a final determination of disapproval by the County. The City may proceed with an alternate site should the landowners and City not mutually identify an alternate site. Additional land acquisition cost for an alternate site may be included in the PFFP.

**2.2.3.4.1 Purchase of Corporation Yard.** The Corporation Yard Purchase Price shall include the following amounts: (1) appraised value of the land (\$820,000.00); (2) interest at the rate of 3 percent, compounded annually, and (3) City costs as enumerated in the Purchase Agreement in an amount not to exceed \$36,000.00. The obligation for the Corporation Yard Purchase Price is an obligation of the Participating Landowners within the Folsom South Specific Plan Area, as set forth in the Amended and Restated Development Agreement, Section 2.2.3.4 and to be shared thereby consistent with the cost allocation method therefor under the Public Facilities Financing Plan ("PFFP"). To facilitate the financing of the Corporation Yard Purchase Price, this amount shall be identified as an eligible and authorized facility in the Infrastructure CFD or CFDs to be formed pursuant to the PFFP, including any extended term CFD.

The City and Aerojet shall enter into promissory note for the Purchase Price, which shall include only the appraised value of the land and any interest accruing thereon, and shall provide that the City will make annual

payments to Aerojet from the "Note Payment Sources" (which are comprised of (1) 90% of Corporation Yard permit fees paid to the City, to the extent the City has received such amounts as of the applicable payment due date, and (2) a credit to Easton of 90% of the value of the Corporation Yard permit fees that would be owed by Easton on any building permit pulled by Easton in the Plan Area). The promissory note shall further provide that all outstanding amounts are due and payable to Aerojet on the 7<sup>th</sup> Anniversary of the closing.

In the event there is a balance owed to Aerojet on the 7<sup>th</sup> Anniversary of the Closing, any remaining balance shall come from the Participating Landowners, in accordance with their relative fair shares for such obligation, provided each Participating Landowner's fair share shall be offset by the share of any Corporation Yard permit fees previously paid by such Participating Landowner and applied to the Note payments. At the discretion of each Participating Landowner, a Participating Landowner's outstanding share may be paid from any funds available from any bond proceeds or PAYGO revenues ("CFD Revenues" as defined in the PFFP) generated by an Infrastructure CFD that includes the Participating Landowner's property. This obligation of the Participating Landowners shall be joint and several, with right of equitable indemnity as between themselves. If any Participating Landowner fails to pay its share of the outstanding amount due on the Note, such defaulting Participating Landowner shall be deemed to be in breach of this Restated Agreement and the other Participating Landowners shall be obligated to advance the share of such defaulting Participating Landowner in proportion to their relative fair share obligations (with a right to reimbursement thereof, plus interest, from the delinquent Participating Landowner).

For each Participating Landowner who advances its share of such payment or directs CFD Revenues from such Participating Landowner's property to be used to pay all or any portion of its share of the balanced owed on the Note on the 7<sup>th</sup> Anniversary of the Closing, the City will implement a corresponding fee credit against the Corporation Yard impact fee for each Participating Landowner that contributes to the Corporation Yard Purchase Price through such payment or tax on its property.

The Landowners and the City will evaluate whether an amendment to the PFFP (including Appendix U) is necessary to provide that the Corporation Yard Purchase Price is an eligible and authorized facility as set forth herein, and that the fee credits specified herein shall be incorporated into the Corporation Yard impact fee.

**2.2.3.5 PFFP and SPIF.** The PFFP has been approved by the City Council and is agreed to by Landowner. The PFFP sets forth the finance plan for funding the costs to construct the PFFP Facilities and to maintain and provide the municipal services required to serve the development of the Plan Area consistent with the Entitlements. Landowner agrees to support the adoption and implementation of all

financial programs described in the PFFP for the Development of the Property consistent with the terms of the PFFP, including the adoption and implementation of the SPIF described therein and the New Plan Area Fees.

As provided in Section 2.2.1 above, certain provisions of the PFFP are vested; however, as provided herein, the City may otherwise modify the PFFP over time. All impact fees and increases in impact fees, other than inflationary adjustments, shall be adopted and implemented by the City in accordance with the Mitigation Fee Act. Landowner acknowledges that, as set forth in the PFFP, the Existing Fees and the New Plan Area Fees may be increased by the City from time to time based on a cost of construction inflation factor and/or based on changes in the actual or estimated costs of construction of the facilities or improvements to be financed thereby.

As each Development Phase within the Plan Area is processed for approval by the City, the specific, detailed components and timing of the PFFP Facilities required to serve such Development Phase shall be determined by the City, consistent with the PFFP and the Specific Plan EIR and this Restated Agreement. As PFFP Facilities are developed over time, the general description of PFFP Facilities addressed by the PFFP may be updated and/or amended as deemed necessary by the City, provided the overall cost for the Facilities does not increase, except as provided in the re-opener provisions of Section 2.2.4.1. Nothing shall limit the ability of the City to modify the types of facilities within the overall cost structure provided in the PFFP. Updates and/or amendments to the PFFP shall not require an amendment of this Restated Agreement or the Specific Plan.

The parties understand and agree that best efforts have been made to calculate costs of development of the infrastructure and facilities in the Plan Area based on available information and current laws and regulations. Further, the PFFP identifies various methods to pay for the costs articulated and necessary for the Plan Area. The responsibility for payment of the costs in the PFFP shall not be, in any case, the responsibility of the City. To the extent the estimated costs of the PFFP Facilities in the Plan Area are higher than expected, Landowners shall be responsible for the increased costs of such PFFP Facilities allocable to the Plan Area, either through adjustments of the Existing City Fees or New Plan Area Fees or other methods of financing as provided in the PFFP, but not through reductions in services or facilities in the Plan Area.

To the extent the costs to develop the Plan Area are less than expected, the City may, but is not required to examine and assess whether modifications to fees are appropriate. Landowner acknowledges that certain Landowners believe that the fee burden on commercial is higher than residential and the City may, but is not required to examine the fee burdens on commercial and residential in the future. In no case is the City required to reduce services or facilities should the cost of improvements be less than anticipated.

**2.2.3.6 Adjustment to SPIF After July 1, 2016.** Landowners acknowledge that the costs to fund the Property's share of the PFFP Facilities under the



PFFP, including the amount of the SPIF, will be based on the land uses allocable to the Property. The Landowners acknowledge that early changes in the Specific Plan can alter SPIF payments, but there must be a time in which the SPIF would not be adjusted merely due to changes in land uses or facilities. Therefore, in the event of any amendments to the land uses for the Property requested by Landowner and approved by the City on or before July 1, 2016, the City shall be authorized to revise the PFFP and, upon the request of any Participating Landowner to update the SPIF during such period, the City shall use good faith, diligent efforts to thereafter update the PFFP, the list of PFFP Facilities, and the New Plan Area Fees related thereto, including the SPIF, as needed, to revise the allocation of such costs to the Property under the PFFP consistent with the methodology of the PFFP and based on the revised land uses for the Property (and any other such land uses changes within the Plan Area). After July 1, 2016, changes in land uses shall not trigger a revision or an update to the SPIF in the manner described above. Provided, however, on and after the Cut-off Date for Specific Plan Amendments set forth in Section 1.5.3.1 of this Restated Agreement, nothing herein shall limit the City, when a land use change is requested for any portion of the Property, from reviewing and modifying the SPIF as applicable solely to the portion of the Property that is the subject of the proposed Specific Plan amendment or imposing a condition or requirement on and only on such portion of the Property that is the subject of the proposed Specific Plan amendment to: (1) fund and/or construct facilities other than PFFP Facilities, or (2) fund services or amenities other than those described in the PFFP in conjunction with the approval of such amendment to the Specific Plan.

#### **2.2.4 City Fees and New Plan Area Fees, Including Cost Increases.**

As described in the PFFP, the City and Landowners have agreed to a financing plan for development of the Plan Area. Among the financing mechanisms are application of the Existing Fees and adoption of New Plan Area Fees. The Existing Fees and New Plan Area Fees are set forth in **Exhibit 2.2.4** hereto. Subject to the limitations in Section 2.2.4.1 (5000 units or ten (10) years) regarding City revisions to the list of PFFP Facilities and modification to the New Plan Area Fees for City Facilities to provide additional funding for development of the Plan Area, the City agrees not to adopt or to increase any fees or to apply other fees to Landowner except as follows:

1. Any fees described in the PFFP and/or **Exhibit 2.2.4**, including New Plan Area Fees and Existing Fees. Notwithstanding any provision to the contrary, Existing Fees adopted City-wide that are not replaced by New Plan Area Fees may be increased from time to time by resolution of the City Council, provided with respect to any such Existing Fees subject to the Mitigation Fee Act, the increase will be made in accordance with the Act.
2. Any mitigation fees required under the Specific Plan EIR and any Supplemental Environment Review(s)
3. Storm Drainage Funding – At the time of this Restated Agreement, the complete Storm Drainage plan and costs for the Folsom Plan Area have not been determined. Landowners are responsible for funding and fees

associated with implementation of the Stormwater Drainage Plan. No vesting is applicable to drainage required by state or regional, non-City local laws/regulations.

4. Non-potable Water System – At the time of this Restated Agreement, a non-potable water supply for the Folsom Plan Area has not been identified and the off-site transmission for and storage of any such supply for the Folsom Plan Area have not been included for the funding of the Plan Area. If the City identifies a non-potable water supply source as available for the Plan Area, Landowner acknowledges that Development may become responsible for and will not be vested against any fees adopted by the City (consistent with the Mitigation Fee Act) associated with funding the installation of the additional off-site transmission, on-site storage infrastructure and other necessary infrastructure, for any such non-potable water system. Landowner shall not be responsible for the costs of acquiring the identified non-potable water supply. The requirements in this subsection may be funded in whole or in part by fees or other sources, including rates, grants or other funding.
5. Light Rail Fee - The City may adopt or modify a Light Rail Fee to be applicable to the Folsom Plan Area.
6. Development Processing Fees, including but not limited to fees for project application, plan check, permit, inspection, and related fees in conjunction with any development applications.
7. Adjustments for Costs of Living or Cost of Construction: Existing and New Plan Area fees, including SPIF, may be adjusted by the City at any time based on cost of living or other such inflationary adjustments (including inflationary adjustments based on the Engineering New Record Cost of Construction Index, a Consumer Price Index or other method in accordance with the ordinances adopting the Existing Fees and New Plan Area Fees. Similarly, the City may adjust New Plan Area Fees on the basis of revised cost estimates or experience and the ordinances adopting such fees.
8. Any regulatory or other non-Impact fee adopted Citywide.
9. Any fees or increases in such fees for unforeseen or unaccounted for costs for the PFFP Facilities arising out of a mutual mistake by the parties including inadvertent failure to include all or a portion of the costs or to comply with the requirements imposed by state law or court decisions associated with the construction and installation of the PFFP Facilities, any of which have the effect of imposing an additional financial burden on the City in connection with the construction and installation of the PFFP Facilities may be added or modified so there is no additional cost to the City in connection therewith.

All fees and adjustments to fees described above shall be adopted by the City by ordinance or fee resolution and any impact fees are to be adopted and implemented by the City in accordance with the terms and provisions of the Mitigation Fee Act.

Notwithstanding any provision to the contrary, Landowner is solely responsible for the payment, as and when due upon the recordation of any Large Lot Maps or Small Lot Maps or upon the issuance of any grading permit, building permit or other such permit for development or occupancy of any unit or building within the Property, of all fees imposed and/or assessed by non-City public agencies, entities, and districts.

**2.2.4.1 Re-Opener on New Plan Area Fees for City Facilities.** In addition to and separate from any inflationary or cost of construction adjustments to the New Plan Area Fees consistent with this Restated Agreement and the PFFP, after the issuance of building permits for the construction of 5000 residential units or ten (10) years from the Effective Date of this Restated Agreement, whichever comes first, within the Plan Area, the City may revise the list of facilities to be funded by the New Plan Area Fees for City Facilities and modify the New Plan Area Fees for City Facilities in relation thereto, subject to the following conditions: (i) New Plan Area Fees for City Facilities shall not be increased by more than five percent (5%) per year or twenty five percent (25%) every five (5) years as a result of such changes to the list of facilities to be funded by the remaining development within the Plan Area (separate from and in addition to cost of construction adjustments for the prior list of PFFP Facilities); (ii) the inclusion of the additional facilities for financing by the remaining development within the Plan Area must comply with the nexus requirements of the Mitigation Fee Act; (iii) any increase to the New Plan Area Fees for City Facilities associated with the inclusion of the additional facilities shall not be applied to any portions of the Property zoned for non-residential development until five (5) years have passed after the issuance of 5000th building permit for the construction of residential units, or fifteen (15) years from the Effective Date of this Restated Agreement, whichever comes first, and (iv) the adjustments to New Plan Area Fees for City Facilities shall not be applied retroactively to any portion of the Property that has then paid the New Plan Area Fees for City Facilities with respect to development thereof. For purposes of this section, residential units means any dwelling (single, multi-family, mixed use) for full time habitation.

**2.2.5 Police Powers and Citywide Ordinances.** Nothing in this Restated Agreement limits or is intended to limit the City from exercising its police powers and adopting New Rules when the City Council finds that such New Rules are necessary to promote the public health, safety and welfare, provided such New Rules do not impair the financial provisions of this Restated Agreement, do not impair the vested rights of Landowner under this Restated Agreement, and do not adversely impact the land use designations in the Specific Plan and any Specific Plan Amendment, the density and intensity of use, the rate and timing of development, the maximum height and size of proposed buildings, and the provisions for reservation or dedication of land for public purposes and location of public utilities and public improvements.

Further, nothing in this Restated Agreement limits or is intended to limit the City from adopting New Rules that are applicable citywide, provided such New Rules do not impair the financial provisions of this Restated Agreement, do not impair the vested rights of Landowner under this Restated Agreement, and do not adversely impact the land use designations in the Specific Plan and any Specific Plan Amendment, the density and intensity of use, the rate and timing of development, the maximum height and size of proposed buildings, and the provisions for reservation or dedication of land for public purposes and location of public utilities and public improvements.

**2.2.6 Application of Changes Due to State and Federal Laws.** Nothing in this Restated Agreement shall preclude the application to Development of changes in City laws, regulations, plans, policies, or fees mandated by State or Federal law or a court order issued by a court of competent jurisdiction, in order to comply with mandates or requirements due to changes in State or Federal laws or regulations or an order issued by a court of competent jurisdiction. To the extent that such changes in City laws, regulations, plans, policies, or fees mandated by State or Federal law prevent, delay or preclude compliance with one or more provisions of this Restated Agreement, City may modify or suspend such provisions of this Restated Agreement as may be necessary to comply with such State or Federal laws or regulations or court order, and City and Landowner shall take such action as may be required pursuant to this Restated Agreement to comply therewith.

**2.2.7 Uniform Codes and Standard Construction Specifications.** Nothing herein shall preclude City from applying to the Property standards contained in uniform building, construction, electrical, plumbing, fire or other uniform codes and Title 24 of the California Code of Regulations or City modifications thereto and City's Standard Construction Specifications relating to building standards in effect at the time of approval of the appropriate permits which may include, but not be limited to, building, grading or other construction permits approvals for the Property, as the same may be adopted or amended from time to time by City, provided that the provisions of any such modifications shall:

- A. Apply on a City-wide basis; and
- B. With respect to those portions of any such uniform code that have been adopted by City without amendment, be interpreted and applied in a manner consistent with the general application of such code in the City.

**2.2.8 Conflict Between Existing Rules, Entitlements and Restated Agreement.** In the event of any conflict or inconsistency between the Existing Rules, the Entitlements, and this Restated Agreement the following applies:

- A. In the event of any conflict or inconsistency between the Existing Rules and this Restated Agreement, the provisions of this Restated Agreement shall prevail and control.

- B. In the event of any conflict or inconsistency between the Entitlements, the Existing Rules and this Restated Agreement, the provisions of this Restated Agreement shall prevail and control.

**2.3 Density Transfer.** Density transfers shall be permitted as set forth in the Specific Plan in effect as of the Effective Date of this Restated Agreement.

**2.4 Subsequent Entitlements.** Each Landowner's Vested Rights to proceed with Development is subject to the approval of Subsequent Entitlements which shall be obtained in conjunction with any necessary project-specific approvals and required grading, building and other such permits as required by the Existing Rules.

**2.5 Ordinance, Resolution and Officially Adopted Rules.**

**2.5.1 Conflicting Ordinances or Moratoria.** Except as provided in this Restated Agreement, so long as this Restated Agreement remains in full force and effect, no future resolution, City Council adopted rule, ordinance adopted by the City or by initiative (whether initiated by the City Council or by a voter petition, other than a referendum that specifically overturns the City's approval of any of the Entitlements) shall directly or indirectly limit the rate, timing or sequencing and/or density and intensity of use or of the Development in accordance with and as permitted by the Entitlements and this Restated Agreement. Subject to the foregoing, the parties hereto acknowledge the powers reserved to the City's electors in the City Charter.

**2.5.2 Authority of City.** This Restated Agreement 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.

**2.5.3. Requirements for Subsequent Plans, Guidelines, Funding Mechanisms, Community Facilities Districts and Land Dedications.** The following plans, guidelines and funding mechanisms must be completed for the Plan Area by Landowner and approved by the City and land dedications offered to the City prior to approval of the first tentative Small Lot Map for the Property, or any portion thereof, prior to approval of the first final Small Lot Map (or first building permit, if Development may occur without any subdivision) for any portion of the Property, or applicable portion thereof, as follows:

- A. Prior to Approval of First Tentative Small Lot Map:
- (1) Public Right-of-Way and Land Dedication Plan;
  - (2) Open Space Management and Financing Plan;
  - (3) Drainage Facilities Maintenance and Financing Plan; and
  - (4) Design Guidelines.

B. Prior to Approval of First Final Small Lot Map in the FPA (or First Building Permit if Development May Occur Without Any Subdivision):

- (1) Formation of the Sewer and Off-Site Water CFD as provided in the PFFP to fund a portion of the Plan Area sewer and water infrastructure, provided, however, Landowner may elect to exclude the Property, or any portion thereof, from such CFD, subject to Landowner consenting to a map condition and City and Landowner executing an agreement specifying how the Property, or excluded portion thereof, will pay its share of the sewer and water infrastructure, on a building permit by building permit basis (or other payment methodology mutually agreed to by Landowner and the City) that would otherwise be funded by inclusion thereof in the CFD, consistent with the PFFP;
- (2) Formation of the Aquatic Center CFD related to the recreational facilities that may include an aquatic center, sports complex and/or community center, provided, however, Landowner may elect to exclude the Property, or any portion thereof, from such CFD, subject to Landowner consenting to a map condition and City and Landowner executing an agreement specifying how the Property, or excluded portion thereof, will pay its share of the recreational facilities, on a building permit by building permit basis, (or other payment methodology mutually agreed to between Landowner and the City), that would otherwise be funded by inclusion thereof in the CFD, consistent with the PFFP;
- (3) Formation of the Parks, Trails, Landscape Corridors, Medians and Open Space Maintenance CFD (the "Services CFD"), the Storm Drainage Maintenance CFD (unless such drainage maintenance is included in the Services CFD), and the Street Maintenance District/Lighting Maintenance District CFD (unless such street maintenance is included in the Services CFD), as provided in the PFFP;
- (4) Adoption of the New Plan Area Fees, including the New Plan Area Fees for City Facilities, the SPIF, and the SPRF, as provided in the PFFP and listed on **Exhibit 2.2.4** attached hereto;
- (5) Dedication or grant of the rights of way and easements for all Backbone Lands for roadways and utilities within the Property as provided herein; and

- (6) For each final Small Lot Map, offers of dedication of the Public Parcel(s) described in Section 3.8.5 below located within the portion of the Property affected by the final Small Lot Map, or within sixty (60) days of Landowner's receipt of a written request for dedication thereof from the City, whichever occurs first.
- C. Prior to First Building Permit within the Property (or portion thereof to be included within an Infrastructure CFD desired to be formed by Landowner):
- (1) Formation of one or more Infrastructure CFDs, which do not need to include the entire Plan Area or the entire Property, to fund a portion of required Backbone Infrastructure or other public facilities as desired by Landowner, and will also fund the Property's share of the improvements and facilities to be funded through the extended-term of the Infrastructure CFDs (the "Extended Term Infrastructure CFD Facilities") consistent with the PFFP and Section 3.2 of this Restated Agreement, provided, however, Landowner may elect to exclude the Property, or any portion thereof, from such Infrastructure CFDs, subject to Landowner and City executing an agreement specifying how the Property, or excluded portion thereof, will pay its share of the Backbone Infrastructure, other public facilities, or the Extended Term Infrastructure CFD Facilities on a building permit by building permit basis (or other payment methodology mutually agreed to between Landowner and the City) consistent with the PFFP.
- D. Compliance with Submittal Requirements. Specific projects proposed under the tentative Small Lot Map shall comply with all submittal and review requirements in effect at the time of submittal.
- E. No Limitation on Timing for Commencement of Special Tax. The parties agree that, except with respect to the Aquatic Center CFD, and the Sewer and Off-Site Water CFD, and the Extended Term CFD (as defined in the PFFP), which will levy special taxes on the Property only after issuance of building permits thereon unless otherwise agreed to by Landowner, nothing in this Restated Agreement limits the timing for commencement of annual CFD tax payments
- F. Landowner Consent. Landowner has agreed to the financing provisions set forth in this Section 2.5.3 and the PFFP and to perform the obligations hereunder in exchange for the consideration and benefits provided to Landowner by City under this Restated

Agreement. Accordingly, Landowner does hereby irrevocably consent to: 1) the formation of a CFD, the issuance of CFD Bonds, the imposition of taxes against the Property with respect thereto, and the apportionment of the costs and expenses of the proposed Backbone Infrastructure, Facilities, Maintenance and other CFD purposes as set forth in the PFFP, and waives any and all right of protest or objection with respect thereto or 2) the execution of an agreement with the City to pay its share of the improvements that otherwise would be required consistent with the terms set forth in this section.

G. CFD Districts. CFDs may be formed as stand-alone districts or combined, at the discretion of the City and in consultation with the landowners.

2.5.4 Satisfaction of LAFCO Conditions. The Parties acknowledge that Development consistent with the terms and conditions of the Entitlements and this Restated Agreement complies with and satisfies all conditions for development imposed in the annexation process by the LAFCO Commission under LAFCO Resolution No. 1196.

2.5.5 Mather Noise Easements. Landowner shall, prior to or concurrent with the execution and recordation of this Restated Agreement, record a noise easement over the Property in the form attached hereto as Exhibit 2.5.5 relating to noise caused by aircraft arriving or departing from Mather Airport.

2.5.6 School Impact Mitigation. Landowner shall comply with Measure W and Section 16.32.110 of the Folsom Municipal Code and mitigate all impacts on the demand for school facilities associated with Development pursuant to the Entitlements and this Restated Agreement through the payment of school impact fees adopted by the Folsom Cordova Unified School District in accordance with applicable statutory authority and requirements (the "Statutory School Impact Fees"). The Statutory School Impact Fees shall be paid as and when building permits are issued for development within the Property required to pay the Statutory School Impact Fee, except as the timing for such payment may be deferred by agreement between Landowner and the Folsom Cordova Unified School District. The revenues to be generated by the Property's payment of such Statutory School Impact Fees, in combination with the general obligation bonding capacity and state funding available to the Folsom Cordova Unified School District, are anticipated to fully mitigate all impacts on the demand for school facilities associated with Development in compliance with the requirements of the school mitigation provision set forth in Measure W (Folsom Charter Provision Section 7.08D) and of LAFCO Resolution No. 1196, Section 13 (requiring incorporation of feasible school impact mitigation). Nothing in this Restated Agreement is intended to address funding of schools under applicable laws or subsequent amendments to such laws.

2.6 Application, Development and Project Implementation Fees. Landowner shall pay application, development processing, inspection and plan checking fees and charges as may be required by City under the regulations existing at the time of submittal.



## ARTICLE 3

### LANDOWNER OBLIGATIONS

**3.1 Development, Connection and Mitigation Fees.** Except as otherwise provided in this Restated Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances.

**3.2 Infrastructure CFDs.** Except as may otherwise be agreed to by Landowner and the City during the formation of an Infrastructure CFD for the Property as provided in Section 2.5.3, the following specific provisions shall be included within the applicable terms and conditions of an Infrastructure CFD related to the Property. The CFD shall be consistent with any City adopted Finance Policies relating to such financing, the current policy is provided in Resolution No. 9282 and the City's Financial Policies adopted on May 25, 2004 or as hereafter amended. The term of the special tax to be levied by any Infrastructure CFD against the Property shall be sufficient to support multiple bond sales and Pay-Go revenues as described in the PFFP. Available CFD bond proceeds and/or special tax proceeds may also be used to fund reimbursement of previously paid SPIFs but such proceeds may not be used for any other fees, including Impact Fees. In no event shall CFD proceeds be used to pay SPIF obligations arising out of dedication of land, including but not limited to dedications for roads, schools, parks, and trails. Payment of SPIF obligations, fee reimbursements from the SPIF, and SPIF fee credits converted from outstanding SPIF reimbursements, shall be allowed and available to Landowner for Infrastructure CFD Improvements financed by CFD proceeds generated by and allocable to the Property. When the CFD's are created the City will include provisions that permit the use of excess capacity for eligible facilities as outlined in the CFD formation documents. For purposes of this section, excess capacity is defined as capacity over and above full payment for the primary eligible facilities identified in the CFD formation documents. Where a CFD is used for eligible facilities Landowner shall not be entitled to any fee credits, except for SPIF fee credit or reimbursement from the SPIF program for that portion paid for with CFD funds.

**3.2.1 Participation by Landowner.** With respect to the formation of any Infrastructure CFDs, nothing in Section 3.2 or Section 2.5.3 shall be construed to require Landowner to form an Infrastructure CFD provided Landowner pays its fair share or enters into an agreement with the City to pay its fair share contribution for Plan Area wide CFD facilities at the time the CFD is formed and when the special tax is levied. Further, if a CFD is formed, nothing precludes the payment by an owner of any parcel(s) within the Property to be included within the Infrastructure CFD of a cash amount equivalent to its proportionate share of costs to be financed for the Infrastructure CFD improvements, or any portion thereof, prior to the issuance of any CFD bonds by such Infrastructure CFD.

**3.2.2 Formation of CFD Subject to City Discretion.** Nothing in this Restated Agreement shall be construed to require City to form a CFD if City determines,

in its reasonable discretion, that formation would not be consistent with adopted City policies and prudent public fiscal practice.

**3.3 Alternative Financing Mechanisms.** Nothing herein shall be construed to limit Landowner's option to install any improvements through the use of traditional assessment districts or private financing or other financing mechanisms as permitted by law and authorized by the City. Landowner is solely responsible for all costs related to the construction and installation of all infrastructure improvements required for Development of the Property as set forth in the PFFP, and understands and agrees that the City shall not be responsible for any of such costs. To the extent the costs of the infrastructure improvements and public facilities required for Development of the Property exceeds the proceeds from the Infrastructure CFDs or other financing mechanism of the Landowner, Landowner shall be solely responsible for such shortfall without reducing levels of service or facilities identified in the Public Facilities Financing Plan.

**3.4 Disclosure to Subsequent Purchasers.** This Restated Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots, parcels and/or residential units within the Property, of all of the matters set forth herein, provided, however, the effect of this notice and disclosure shall automatically terminate and be of no further force or effect upon any termination of this Restated Agreement with respect to any such lots, parcels and/or residential units, including without limitation, any termination of this Restated Agreement pursuant to the terms of this Restated Agreement.

**3.5 EIR Mitigation Measures.** Notwithstanding any other provision in this Restated Agreement to the contrary, as and when Landowner elects to Develop the Property, or any portion or phase thereof, Landowner shall be bound by, and shall perform, or cause to be performed, all mitigation measures contained in the Specific Plan EIR and any Supplemental Environmental Review(s) related to Development of the Property which are adopted by City and are identified in the Mitigation and Monitoring and Reporting Program as being a responsibility of Landowner for Development of the Property.

**3.6 Mitigation Monitoring and Reporting Program.** Separate from and in addition to the requirements in Section 3.5 of this Restated Agreement, Landowner shall be responsible for all of the costs and expenses associated with the Mitigation Monitoring and Reporting Program under the California Environmental Quality Act as part of the Specific Plan EIR and any Supplemental Environmental Review(s) related to the Development. In furtherance of this provision, Landowner shall pay all costs required by the City associated with the Mitigation Monitoring and Reporting Program as set forth in the conditions of approval on the Entitlements.

**3.7 Backbone Infrastructure.** Based on the Specific Plan and the PFFP, the Backbone Infrastructure required to support development of the Plan Area consistent with applicable City development standards consists of the improvements that are required to provide access and public utilities to any part of the Plan Area, as

more particularly described and listed as the Backbone Infrastructure in **Exhibit 2.2.1** attached hereto. Landowner's obligation to install any of the Backbone Infrastructure, or any elements thereof, in connection with its Development shall be determined by the City in accordance with the development phasing provisions of Section 3.9 below. The parties recognize that the definition of Backbone infrastructure in the PFFP excludes sound walls and landscape corridors and Landowner agrees that such costs are the Landowner's responsibility on a project basis.

The City will use reasonable efforts to seek other funding to assist Landowner with the costs of the Backbone Infrastructure such as supporting the (a) formation of CFDs and adoption of fees described in the PFFP and this Restated Agreement; (b) collection of reimbursements by other benefitted properties under SPIF, and (c) application such as applying for available regional, statewide and federal funding for Backbone Infrastructure.

**3.7.1 White Rock Road Improvements.** As part of Sacramento County's transportation planning for the area that includes the Plan Area, the County approved a plan and certified an EIR for the Southeast Capital Connection that includes road improvements to White Rock Road along the southern boundary of the Plan Area. In connection therewith, the County prepared a study, a copy of which is attached to the PFFP, that allocates \$15.2 million to the Plan Area as its fair share for the Southeast Capital Connection improvements and intends to include such costs within its pending Sacramento County Development Transportation Fee (the "SCDTF") to finance such road improvements. The Landowners shall pay the SCDTF as the Plan Area's fair share of funding for improvements to White Rock Road as part of the Southeast Capital Connection. The City agrees that the Plan Area's obligation to construct any improvements to White Rock Road shall be limited to dedication of easements and rights-of-way required for improvements to White Rock Road and payment of its fair share obligation set forth in the SCDTF adopted or to be adopted by the County. The only road improvements to White Rock Road to be included in the list of Backbone Infrastructure shall be the intersection improvements within the Plan Area required to connect the Plan Area roadway network to White Rock Road, including without limitation, the intersection improvements planned at Oak Avenue, Scott Road (east), Placerville Road and Empire Ranch Road; no other improvements to White Rock Road shall be required to be funded by the Plan Area (except through the payment of the SCDTF) or included within the list of Backbone Infrastructure, including without limitation, any potential grade separations along White Rock Road.

If the Connector alignment changes or the alignment requires right of way from Landowners in the Folsom Plan Area, Landowner(s) will sell the land necessary to facilitate the connector project at no cost to the City, but upon compensation acceptable to Landowner(s) to be paid by other entities, such as the Capital Southeast Connector Joint Powers Authority (the "Connector JPA"). Nothing herein shall limit compensation paid by other entities. No compensation from the City will be required for connections to the Connector project as identified in the Backbone Infrastructure. City will cooperate with the Participating Landowners, including Landowner, to support, as may be

necessary, the desired alignment for the Connector as shown in the Specific Plan with the Connector JPA.

**3.8 Dedications of Backbone Lands.** If and to the extent not previously granted by Landowner pursuant to the Tier 1 Development Agreement, rights of way and easements for all Backbone Lands will be granted to all the Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City in a form acceptable to the City, prior to the recordation of the first final parcel or subdivision Map for the Property, but in no event later than 180 days after the Effective Date for purposes of access and public utilities. Such dedications and/or grants shall be at no expense to the City. As necessary, the easements shall also benefit the City. These rights of way and easements will be recorded at the Sacramento County Recorder's Office and shall be for the benefit of each Landowner. The Backbone Lands on which Backbone Infrastructure are to be constructed are depicted on **Exhibit 3.8** attached hereto and made a part hereof (the "**Backbone Lands**"). The easement width for Backbone Lands shall be to the width of the road right-of-way plus 25' or the back of the landscape corridor, whichever is less and include a temporary construction easement of a width adequate to allow the necessary grading to construct the improvement and to facilitate construction access, including increasing the width when required by site conditions. In the case of an easement outside a road right-of-way, the width shall be consistent with the requirements of the City and include a temporary construction easement. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s).

**3.8.1 Temporary Construction Easements.** The construction obligation of each phase or sub-phase of development of the Plan Area may require construction of certain portions of Backbone Infrastructure on the property of other Specific Plan Landowner(s). This will require access for the purpose of construction on, over and across the Backbone Lands. To assure that all owners of land within the Specific Plan have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all other Landowners, without cost, rights of way, easements, and temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as depicted on **Exhibit 3.8** or as later modified for the Backbone Infrastructure in the Plan Area, provided any such modifications shall not affect the location of the Backbone Infrastructure within the Property without the Landowner's consent. Such temporary construction easements shall include the ability to access open space parcels to construct improvements required by conditions of applicable Clean Water Act Section 404 Permit(s). Subject to indemnification of the other Landowner(s) and the City, when applicable, by the Constructing Owner, such access temporary easement rights shall not be withheld, nor shall the Constructing Owner be required to pay any compensation to any underlying Landowner(s) for such access easement, during the term of this Restated Agreement. Temporary construction easements shall automatically terminate upon formal acceptance of the fully-completed public improvements by City in writing. Nothing shall limit the terms of temporary access easements related to insurance, indemnification,

restoring premises to pre-easement condition and non-interference with uses of the burdened property and other reasonably necessary terms relating to such easements.

3.8.2 **Manner of Dedication.** The easements described in this Section 3.8 may be granted or dedicated, as the case may be, by separate legal instruments, or by reference thereto on the face of a parcel map or subdivision map for the sole purpose of right of way and utility easement dedication, which shall be recorded with the Recorder's Office of the County of Sacramento. City shall use its best efforts, to the greatest extent permitted by law, to impose the obligations described in this Section 3.8 upon every owner of land within the Plan Area.

3.8.3 **Adjustments to Dedications.** City and Landowners acknowledge that, as Landowner processes large lot and small lot subdivision maps for the Property and as the Connector or other public projects envisioned in the Plan Area progress, or any portion or phase thereof, minor adjustments to the boundaries of the areas dedicated pursuant to the terms of the Restated Agreement may be required based on the final engineering for such maps and Landowner and the City may also propose to relocate certain roadways, utilities or other City facilities. City and Landowner agree to cooperate with any such proposed adjustments or relocations, provided the approval of such adjustments or relocations shall be subject to the City's sole discretion. Upon such approval, City and Landowner will cooperate to effect such adjustments or relocations, subject to Landowner offering to dedicate to the City any replacement area that may be required by such adjustment or relocation so long as any such replacement area has not then been developed by Landowner.

3.8.4 **Release of Excess Offers of Dedication/No Compensation.** In addition to adjustments to dedicated property pursuant to Section 3.8.3 above, City may determine, in its sole discretion, that certain property offered for dedication may not be necessary for public purposes associated with the Specific Plan. Because the offers of dedication previously made pursuant to this Restated Agreement have been or are being made early in the planning process to assure the availability of the areas planned for the Backbone Infrastructure, City agrees: 1) that unnecessary easements or IOD's will be abandoned or quitclaimed to the original grantor or its successor-in-interest; and 2) that subsequent quitclaims or releases of areas approved by the City that were previously offered for dedication by Landowner shall not require any compensation to be paid by Landowner or its successor-in-interest for the property released unless Landowner or successors have been paid for the land through the SPIF or other program, notwithstanding any existing City ordinances or policies to the contrary. The timing and conditions for release of excess dedication is solely in the City's reasonable discretion. Landowner's early dedication hereunder, together with its covenant to dedicate any replacement area that may be required by an adjustment or relocation, provides adequate compensation to the City for any such subsequent abandonment by the City of these dedicated areas.

3.8.5 **Dedication of Public Parcels.** Portions of the Property, if any, described and designated as Public Parcels as shown on **Exhibit B** and further described in Appendices I through M and Appendix O of the PFFP (the "Public

Parcels”), shall be offered irrevocably for dedication or granted to the City, at the City’s discretion and in a form acceptable to the City, free and clear of any encumbrances (including but not limited to any assessment or special tax previously imposed on the properties), when requested by the City, whichever is sooner. The Public Parcels shall be offered for dedication or granted to the City by Landowner within either: (i) 60 days of the Landowner’s receipt of a written request from the City therefore, or (ii) upon recordation of a Final Small Lot Map that includes the Public Parcels, whichever occurs first.

Dedications and/or grants provided herein shall be at no expense to the City. The timing of acceptance of the Public Parcels is subject to the reasonable discretion of the City. The irrevocable offers of dedication or grants may be granted by separate legal instruments, or by reference thereto on the face of a parcel map or subdivision map, which shall be recorded with the Recorder’s Office of the County of Sacramento. Dedication of Public Parcels shall be subject to approval by the City of: (i) the physical condition of the planned open space and other public property within the Property and (ii) the formation of a financing mechanism acceptable to City to fund the costs of ownership and maintenance responsibility areas as applicable within the Property. As provided in Section 3.8.3, in the event minor adjustments to the boundaries of a Public Parcel dedicated or conveyed to the City for open space or public facilities may be required based on the final engineering of the development in the area, City or Landowner may propose to relocate and/or revise the boundaries of the Public Parcel at the Landowner’s sole cost and expense, subject to City approval at its reasonable discretion.

**3.8.5.1 Maintenance of Open Space/Public Property/Fuel Modification Area.** Landowner shall include the Property in a financing mechanism(s) for funding the maintenance of open space and other public property within the Plan Area. Landowner will be required to create a funding mechanism satisfactory to the City to create a fuel modification area of between 30 and 100 feet from the Landowner’s property line into any City-owned property or other publicly-owned open space and parkland adjacent to the Property or as provided in the adopted Open Space Management Plan or the City Fire Code. It is the intent of the parties that a funding mechanism will be created by each Development Project or Plan Area wide to pay for the clearing of brush, grasses and other debris along and within adjacent public properties within the Plan Area on an annual basis to reduce fire danger. The fuel modification may be accomplished by a CFD, private homeowners association, other private entity, City resources paid for by the aforementioned funding mechanism or as otherwise agreed to by the parties.

**3.9 Phasing of Development.** Until December 31, 2015, the City agrees to provide a procedure, at Landowners’ expense, for notification to other Participating Landowners when Landowner has submitted an application for development of the Property, or any portion thereof (each, a “Development Phase”). The purpose of the notification process is to permit coordinating of phasing and construction of infrastructure with other property owners. Each Development Phase application shall be consistent with the provisions of FMC Chapter 16.20 and is intended to inform the

City, as well as other Participating Landowners, of Landowner's intended phasing of development for its Property, including the intended phasing for any Backbone Infrastructure. To the extent practicable, a Development Phase application shall identify anticipated phases beyond Landowner's next, immediate phase of development, in furtherance of this disclosure objective, with more specific and refined phasing information to be included with information available at the time of submittal of improvement plans.

**3.9.1 Phasing of Necessary Backbone Infrastructure Through Map Conditions.** Each tentative subdivision map or tentative parcel map approved by the City for the Property, or any portion thereof, shall include a condition that requires, for purposes of determining the necessary set of Backbone Infrastructure to be installed in connection with the final subdivision map(s) related thereto, preparation and staff approval of technical engineering studies identifying the Backbone Infrastructure required to meet the then current City's Standard Design and Construction Specifications for such proposed final map. The technical studies are subject to City approval prior to approval of any related final subdivision map or final parcel map, and shall determine the Backbone Infrastructure required to meet the then current City's Standard Design and Construction Specifications and the City's desire to have the Plan Area built in an efficient, cost effective, orderly and cohesive manner consistent with and as required by the Entitlements, based on development of the proposed final map and all other approved and reasonably foreseeable maps within the Plan Area. The technical studies, as approved by the City, will provide the basis for determining the Backbone Infrastructure required to satisfy the condition of the tentative subdivision map and to establish the list of Backbone Infrastructure, if any, required to be installed as part of the subdivision improvement agreement for the proposed final subdivision map or parcel map.

The intent of this technical review is to allow the City to confirm that the portion of the Backbone Infrastructure proposed to be constructed by Landowner in connection with its proposed Development Phase will satisfy the then current City's Standard Design and Construction Specifications and further to determine the extent of Backbone Infrastructure that the City will require Landowner to construct and at the same time allow Landowner to build the Backbone Infrastructure required to satisfy such standards to facilitate development and evaluate the amount of and timing of advance funding and oversizing of improvements related thereto. With respect to roadway improvements specifically, where the technical study requires the installation of all roadway Backbone Infrastructure located adjacent to or within the Development Phase to their full planned right-of-way dimensions, the City shall allow development of the Development Phase consistent with the mitigation measures in the Specific Plan EIR (e.g., Mitigation Measure 3A.15-1d). The calculation of the Level of Service thresholds shall be determined consistent with the methodology employed by the City for evaluating such levels of service for purposes of its General Plan and Circulation Element thereof in effect on the Effective Date of this Restated Agreement.

The scope of the technical studies shall be determined by the City and may identify overlapping facilities required for development of other reasonably

foreseeable projects and potential development in the Plan Area that may be anticipated and required for the orderly development of the Plan Area, as well as any existing deficiencies in service levels that may exist at the time of preparation of the technical studies. Where disagreement arises between the Landowner and the City as to the extent of Backbone Infrastructure and roadway improvements, the City and Landowner will work cooperatively and in good faith to determine the extent of roadway backbone infrastructure to be constructed by the Landowner considering a reasonable timeframe for future projects in the vicinity, reasonably anticipated needs of the City, its residents and businesses, existing service level deficiencies, financial feasibility, and avoiding impacting areas with phased construction projects.

3.9.2 **Phasing of In-Tract Improvements.** Landowner shall be allowed to phase development of an approved tentative subdivision map with multiple final Small-Lot Maps as provided and consistent with Folsom Municipal Code Chapter 16.20.

3.10 **Park Improvement and Trail Funding and Construction.** The timing of park and trail development will be coordinated with public need in the Plan Area, cash flow, and annual City Council budget authorization. The City agrees to use good faith and diligent efforts to complete park construction in a timely manner with respect to Plan Area population and need, as well as other necessary public facilities included in the PFFP. As recreation trends change and evolve, the City reserves the right to modify, add, and delete park and recreation facilities as it deems appropriate to serve the needs of future Plan Area residents consistent with the re-opener provisions set forth in Section 2.2.4.1.

At the City's sole discretion and subject to a separate agreement between City and Landowner, turn-key park improvements may be constructed by the Landowner and receive Park Fee credits therefore, provided however the parties agree that park fee credits are not permitted for park improvements paid for with CFD proceeds. The park construction agreement will specify the location of the park, specific park improvements to be constructed, the timing for commencement and completion thereof, and the Park Fee credits assigned to Landowner.

The costs of construction of park and trail improvements within the Plan Area shall be funded as part of the New Plan Area Fees for City Facilities to be established by the City pursuant to and consistent with the PFFP.

Consistent with the requirements of the Folsom Municipal Code, parkland proposed for dedication must have a general grade of less than five percent (5%). If a proposed site exceeds 5%, Landowner shall rough grade the site to plus or minus one foot (1') of estimated rough grade as approved by the Parks and Recreation Director. Landowner shall not receive credits or reimbursement for rough grading of proposed park sites where grades exceed 5%, except to the extent that the Park Fee has expressly included funding for rough grading to plus or minus one foot (1'). In connection with Landowner's installation of improved access to the park site, Landowner shall receive credits against the Park Fee for rough grading of each park



site associated with overall grading of the mapped portion of the property if the grading plan has received prior approval from the Parks and Recreation Director.

Landowner shall be responsible for installing improved access to each park. Improved access defined in the City of Folsom Standard Street Improvements (typical street pavement width, section and grade, curb, gutter and sidewalk) together with adequately sized utility extensions (water, sewer, storm drain, power, and communication) to edge of right of way on the park site as provided in the project conditions of approval.

**3.11 Timing of Access Improvements for Fire Stations.** Conditions of approval of tentative subdivision or parcel maps within the Property shall identify when improved access (roads and utilities) must be made available to each Fire Station Site, based on building permits issued within the overall Plan Area.

**3.12 Reimbursement of Pro Rata Share of City Costs for Compliance with Requirements of this Restated Agreement.** This Restated Agreement provides various requirements or actions by the City. Landowner agrees to pay its Pro Rata share all of the costs of compliance by City staff or consultants retained by the City in order to comply with the requirements of this Restated Agreement where cost of such compliance is not otherwise provided in a fee program. In the case of actions covered by a fee program, Landowner agrees to pay the then existing rate associated with such action, subject to any credits that may be available to Landowner with respect thereto, including any credits associated with advances of such costs by Landowner. In no event shall these costs be the responsibility of the City.

**3.13 Sales Tax Point of Sale in City of Folsom.** Landowner and the City share, to the fullest extent feasible, the mutual goal of maximizing sales tax revenue in the City of Folsom and supporting Folsom-based businesses. Landowner agrees that for any Backbone Infrastructure construction project or public facility construction project financed by the New Plan Area Fees that meet the requirements of the Board of Equalization Regulation 1806, Landowner shall include in its bid specifications and construction contracts for such project that the City of Folsom shall be the point of sale for any applicable sales tax and that Contractor shall take such actions as may be required under the Board of Equalization Compliance Policy and Procedures Manual (CPPM) in order to establish the City of Folsom as such point of sale. To further the intent of this provision, Landowners agree to bundle comparable and similar Backbone Infrastructure construction projects and public facility construction projects financed by the New Plan Area Fees (such as similar road or utility projects that are required to serve the Landowner's development) where feasible in order to meet the monetary threshold in CPPM Section 260.020 (\$5 million as of the effective date of this Agreement), as amended from time to time.

Notwithstanding the foregoing, Landowner's bid specifications or construction contracts may include that a Contractor shall be exempt from having to comply with such point of sale provisions if such compliance will cause Contractor to violate any

legal or contractual requirement such Contractor may have at the time of its bid or execution of such construction contract.

Landowner also agrees to include provisions in its bid specification and construction contracts for any Backbone Infrastructure or public facilities construction project financed by the New Plan Area Fees that, to the fullest extent economically feasible, where the Contractor receives "comparable" bids for materials, considering not only price, but also the quality, service and experience of the suppliers, the Contractor will accept the comparable bid that maximizes the acquisition of construction materials from suppliers in Folsom or where the point of sales for sales tax purposes is Folsom. For any Backbone Infrastructure construction project or public facility construction project financed by the New Plan Area Fees in the FPA, Landowner shall include in its bid specifications and construction contracts that the Contractor demonstrate to the City that it has made a good faith effort to utilize and enter subcontracts with suppliers of goods which have a point of sale in the City of Folsom taking into account all such factors. City acknowledges the potential adverse impacts of a delay in the contracting process and therefore agrees that it will not unreasonably delay its evaluation of the Contractor's compliance with this provision.

Landowner's obligations hereunder shall extend only to the requirements to include such provisions in such bid specifications and construction contracts. Contractor's failure to comply with such contractual provisions shall not be deemed for any reason to constitute a default by Landowner under this Restated Agreement.

#### ARTICLE 4

##### CITY OBLIGATIONS

**4.1 City Cooperation.** City agrees to work in good faith with Landowner as it applies to City for permits that may be required by City and, to the extent applicable, other public, state and federal agencies. In the event state or federal laws or regulations enacted after this Restated Agreement has been executed or action of any governmental jurisdiction other than the City prevents or precludes compliance with one or more provisions of this Restated Agreement, or requires material modification of the Entitlements, Landowner shall notify City in writing of the anticipated duration of any delay caused thereby, and, provided any such delay is not the fault of Landowner, the parties agree Landowner may seek an extension of this Restated Agreement as approved by the City Council as may be reasonably necessary to comply with such new state and federal laws or regulations or the regulations of the other governmental jurisdictions.

**4.2 New Plan Area Fees.** In addition to Existing City Fees applicable to the Property, the following development impact fees (collectively, the "**New Plan Area Fees**") will be adopted and imposed by the City to mitigate the impacts of development within the Specific Plan and equitably spread the burden of such mitigation to all benefitted properties within the Specific Plan as contemplated or required by the PFFP and this Restated Agreement:

**4.2.1 Specific Plan Reimbursement Fee.** Certain landowners within the Plan Area thereto (the "Advancing Owners") have paid the costs for the preparation of the City feasibility studies, other technical studies, the Specific Plan, including design guidelines, development standards, financing plan(s), and infrastructure plans, and the EIR and other environmental studies. Such preparation has benefited other non-participating owners of property within the Plan Area (the "Reimbursing Owners"). A list of the Advancing Owners and Reimbursing Owners, and the properties within the Specific Plan owned or controlled thereby, is attached hereto as **Exhibit 4.2.1**. To provide the Advancing Owners with reimbursement for the planning and environmental costs described above, the parties agree that the City shall require the Reimbursing Owners to pay to City a specific plan fee, on terms and conditions acceptable to City (the "Specific Plan Reimbursement Fee" or "SPRF"). The SPRF shall be proposed to the City Council pursuant to the provisions of Government Code Section 65456. Adoption of the SPRF and the amount of its fees shall be at the discretion of the City Council, and nothing herein prohibits subsequent modification or repeal of any fee, except that the SPRF, if adopted by the City Council, shall not be repealed during the Term of this Restated Agreement and shall not be modified in a manner to significantly alter the ability of a Landowner to be reimbursed for advances. Subject to the foregoing, City shall make a good faith, diligent effort to establish the SPRF within one (1) year of submittal of all of the eligible costs for reimbursement by the Advancing Owners for City's review, which shall be submitted within six (6) months of the approval of the later of the Effective Date.

The costs eligible for reimbursement shall be submitted to the City by the Advancing Owners for City's review and approval. Except as may otherwise be provided by the ordinance adopting the SPRF, the SPRF shall become payable by a Reimbursing Owner after such Reimbursing Owner applies for any land use entitlements for Development of the Reimbursing Owner's property within the Plan Area, or any portion thereof, and shall be due within ten (10) days after written notice from the City that such application for entitlements is complete or deemed complete by the City pursuant to California Government Code Section 65943. In the event of a dispute between the Advancing Owners and any Reimbursing Owner or pertaining to submittals by Advancing Owners to the City related to repayment of SPRF costs, amount of allowable reimbursement or other matters related to the SPRF program, the City shall examine the facts and shall make a determination on the dispute, which may be reviewed upon request by the City Manager and subject to appeal to the City Council, which decision shall be final and binding, subject only to review by writ of mandate.

Since the SPRF is for the benefit of the Landowner as a member or successor of the Advancing Owners, the Participating Landowners, including Landowner and Advancing Landowners, shall protect, defend, indemnify and hold harmless the City and its officers, agents, and employees from any and all claims and/or causes of action, whether at law or in equity, for any loss or damage relating to the SPRF reimbursement, excluding any claims or causes related thereto solely caused by willful misconduct of such indemnitees. In no case shall the repayment of SPRF be an obligation or a liability of the City, beyond payment of moneys received.

**4.2.1.1 No SPRF Reimbursements or Credits On Default.** No

Landowner shall be entitled to SPRF reimbursement or credits, nor may any credits be used if Landowner is in default of any of its obligation to the City whether arising out of this Restated Agreement or other project specific obligations.

**4.2.2 Specific Plan Infrastructure Fee.** To provide for an equitable funding mechanism for the Backbone Infrastructure to be installed to serve development of the Plan Area, to pay for certain City costs or the City loan and to provide a funding mechanism as described below to pay City for Plan Area wide costs not otherwise covered by a fee or agreement, City and Landowner, together with other Participating Landowners, agree to implement a Specific Plan Infrastructure Fee ("SPIF"). The basic terms and provisions to be incorporated into and used to establish and implement the SPIF are included in the PFFP, as more particularly described in Appendix S of the PFFP, and City agrees to establish the SPIF materially consistent with the terms and provisions of the PFFP and Appendix S, provided nothing herein is intended to limit the City's ability to adopt a SPIF ordinance or New Plan Area fees to accomplish the purposes of the SPIF and the PFFP. As more particularly described in the PFFP and Appendix S, the SPIF will be collected by the City and the proceeds thereof used to fund the cost of dedication of the Backbone Lands and Public Parcels and of the construction of the Backbone Infrastructure, paying certain City costs and repaying the City loan, or as the case may be, equitably reimburse or credit the Specific Plan Landowners who dedicate such Backbone Lands and Public Parcels and construct the Backbone Infrastructure. The SPIF shall further include a component to reimburse the City for staff, consultant and other expenditures required for actions to implement the PFFP on a plan area wide basis where such costs are not otherwise included in reimbursement agreements or other funding mechanisms. (Examples of such work may include but is not limited to ordinances, agreements, fee and other studies and plans, guidelines, and area wide permits). The SPIF shall provide the Specific Plan Landowners who dedicate the Backbone Lands and Public Parcels and/or install the Backbone Infrastructure with reimbursements from the SPIF (that are also convertible to credits against the SPIF) as provided in the PFFP and as will be detailed in the SPIF ordinance.

Adoption of the SPIF shall be by ordinance approved by the City Council. The eligible SPIF costs for reimbursement shall be submitted to the City by Landowners for City's review and approval. Nothing herein prohibits subsequent modification or repeal of any fee, except that the SPIF, if adopted by the City Council, shall not be repealed during the Term of this Restated Agreement, except by unanimous agreement of the Participating Landowners, which may involve an agreement upon an alternative funding source acceptable to the parties. City shall make a good faith, diligent effort to establish the SPIF within one (1) year of the Effective Date. As described in the PFFP, the SPIF shall thereafter be adjusted from time to time upon request of a Participating Landowner or the City, but not less than annually, based on updates to the dedicated land values and costs of construction (pursuant to an index or other cost of construction adjustment). The timing for payment of the SPIF shall be as provided by the PFFP and the ordinance adopting the SPIF.

Since the SPIF is for the benefit of the Landowner as a member or successor of the Advancing Owners, Landowner, shall protect, defend, indemnify and hold harmless the City and its officers, agents, and employees from any and all claims and/or causes of action, whether at law or in equity, for any loss or damage relating to the SPIF reimbursement, excluding any claims or causes related thereto solely caused by willful misconduct of such indemnitees.

4.2.2.1 **No SPIF Reimbursement for Required Park Dedication.** In no case shall SPIF reimbursement apply for required dedications of parkland pursuant to the City's Quimby ordinance. In other words, SPIF reimbursement is applicable only when the Landowner has dedicated over and above the dedication requirements provided in City ordinances.

4.2.2.2 **No SPIF Reimbursements or Credits On Default.** Landowner shall not be entitled to SPIF reimbursement or credits, nor may any credits be used if Landowner is in default of any of its obligation to the City whether arising out of this Restated Agreement or other project specific obligations. In the event of a default, the City may pay any SPIF fees received to the next Constructing Owner with the highest priority for SPIF reimbursement until such time as Landowner has cured the default, at which point Landowner then shall regain its priority status for future reimbursement.

**4.3 Reimbursements/Credits Personal to Dedicating and Constructing Owner.** Any reimbursement due to Landowner as a Constructing Owner (and any fees converted from such reimbursements by Landowner) as provided in the Restated Agreement and pursuant to the terms of the PFFP and the adopting ordinances for the SPIF shall be the personal property of Landowner and shall not be affixed to or run with the land. Any such fee reimbursements and converted credits shall be subject to and contingent upon Landowner as a Constructing Owner entering into a fee reimbursement agreement with the City to document Landowner's rights to such reimbursements and provide for the City's administration thereof (a "Fee Reimbursement Agreement"). The Fee Reimbursement Agreement shall provide that the rights of a Constructing Owner shall be protected from the effects of any proposed amendment to Sections 2.2.1, 4.2.1, 4.2.2 and 4.3 of this Restated Agreement.

Except as may otherwise be limited by the applicable fee program, Landowner may sell, assign, transfer or hypothecate any such reimbursement or converted credits in a manner consistent with this section and with the adopted SPIF ordinance at any time upon written notice to City, provided the transferring Landowner owes no monetary obligation to the City at the time of such proposed transfer. If Landowner owes City any monetary obligation within the Plan Area at the time of such proposed transfer the City may, in its discretion, either require the monetary obligation to be met before transfer of the credit or apply any reimbursement or converted credit then owned by Landowner against the obligation owed by Landowner.

Credits against the SPIF, converted from reimbursements or transferred as provided in this section and consistent with the PFFP, may only be used in conjunction

with Development of the Property (with respect to credits associated with Landowner's dedication of Backbone Lands or Public Parcels) or Development of the Constructing Owner's Property (as described below, with respect to credits associated with Landowner's construction of improvements financed by the SPIF), and may only be used to satisfy SPIF obligations. For purposes hereof, where Landowner is the Constructing Owner, the "Constructing Owner's Property" within which any such converted credits may be applied against the SPIF shall refer to the area within the Specific Plan, including the Property, outlined on **Exhibit 4.3** attached hereto, together with any additional property contiguous thereto, not exceeding five percent (5%) in area, that may hereafter be added to the description thereof by lot line adjustment, subdivision or other such lawful land division and requested by Landowner as the owner of such converted credits to be eligible for application in conjunction with Development thereof; as part of each Fee Reimbursement Agreement, a map of the Constructing Owner's Property shall be attached to and maintained for purposes of administering and tracking the application of any such converted credits.

**4.4 Collection and Administration of New Plan Area Fees.** When the City adopts the New Plan Area Fees, there will be administrative costs associated with administration of the fee programs and such fees will include a percentage or other component to ensure that the City does not have any unreimbursed expenses related to the administration of such fees. The fee shall be in an amount required to reimburse the City for the actual, direct costs of administration of such fee program. The fees may provide an adjustment for inflation as determined by the City Council. In no case shall the City, in any manner be subject to any liability for failing to collect any fees specified herein other than paying to the Landowner any fees collected and in no case shall any SPIF repayment be an obligation of the City beyond payment of moneys received, less administrative costs. The parties agree that the City has no obligation to pay any fees or make any reimbursement for cost incurred except to the extent that such fees have been collected from the Landowner. The parties agree and acknowledge that the obligations in Article 6 of this Restated Agreement relating to Defense, Indemnification and Hold Harmless are applicable to any challenges, claims or suits associated with the fees referenced herein (provided any such costs to successfully defend such fees shall be included for reimbursement to Landowner and other Participating Landowners as a cost of such fees).

Upon receipt of any proceeds from the SPRF or SPIF (or from any other development impact fee for facilities with respect to which Landowner has advanced funds and is entitled to reimbursement therefore pursuant to a fee reimbursement agreement with the City), City shall, to the extent permitted by law, pay the applicable share thereof, if any, to Landowner or its assignee, without regard to the status of Landowner's development activities on the Property and consistent with the terms of the applicable fee program ordinances. In the event of a dispute between the Participating Landowners or between the Advancing Owner and the City relating to payment of SPIF fees allowable reimbursement or credits or other matters related to the SPIF program, the City shall examine the facts make a determination on the dispute, which may be reviewed upon request by the City Manager and subject to appeal to the City Council,

which decision shall be final and binding, subject only to review by writ of mandate. The process and timing shall be set forth in the SPIF ordinance.

The City will use its good faith efforts to collect the fees in the manner described herein, however is not required to take legal action or other legal remedies. If despite its good faith efforts or if it elects not to pursue recovery of fees owed, then City shall, upon request by Landowner assign its rights to Landowner so that it can pursue collection of the applicable fee from the benefitting, non-paying owner. However, City may continue to collect such fees from other persons seeking governmental approvals and, if it collects such fees, City shall, to the extent reimbursements are owed, pay the applicable shares of such proceeds to Landowner or Landowner's assignee to the extent permitted by law and to the extent such proceeds are actually received by the City.

Nothing in this section or this Restated Agreement obligates the City to take any legal action to collect any SPIF or SPRF obligation. In the event any such action is taken by the City upon the written request of Landowner or with the written consent of Landowner, then Landowner shall be responsible for all attorney's fees and expenses associated with the collection efforts of the City, if and to the extent such costs are not otherwise funded by the administration component of the SPIF or through any administrative or legal action taken by the City against the non-paying owner.

The City shall, to the extent legally permissible, condition final approval of an entitlement for any development within the Plan Area on payment of lawfully owed SPIF or SPRF obligations.

**4.5 Applications for Permits and Entitlements.** City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Restated Agreement, and shall exercise its best efforts to act upon such applications consistent with department policy and practice. Accordingly, to the extent that the applications and submittals are in conformity with the Entitlements and this Restated Agreement and adequate funding by Landowner exists therefore, City agrees to diligently and promptly accept, review and take action on all subsequent applications and submittals made to City by Landowner in furtherance of the Project. Similarly, City shall promptly and diligently review and act upon improvement plans, conduct construction inspections and accept completed facilities constructed in accordance with the approved improvement plans therefore, as determined by the City to the City's satisfaction. Nothing in this section is intended to shorten any statutory review periods. City may utilize, consistent with City policy, outside consultants for inspection and plan review purposes at the sole expense of Landowner. Landowner acknowledges that, notwithstanding the ability to hire such outside consultants, City may need to retain adequate staff to supervise the work of the consultants, which may require additional lead time and expense in order for the City to effectively and efficiently use the consultants to assist in this work.

4.5.1 **Plan Check.** City shall use good faith, diligent efforts to promptly review and process improvements plans submitted by Landowner and return comments as soon as practicable in the ordinary course of business.

4.5.2 **Compliance with Government Code Section 66473.7.** A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7; this provision is included in this Restated Agreement to comply with Section 65867.5 of the Government Code.

4.6 **Water Supply.** A Judgment Validating Water Supply Agreement) was entered by Sacramento County Superior Court Judge Raymond Cadei on October 16, 2013 (Sacramento County Superior Court Case No. 34-2013-00138798. Subject to Landowner, as a party to the Water Supply Agreement or successor thereto, complying with its obligations under the Water Supply Agreement, the City shall make the FPA Water Supply (as defined in the Water Supply Agreement) available to Development of the Property, in accordance with the terms of the Water Supply Agreement. Nothing in this Restated Agreement or the Water Supply Agreement shall limit the City's ability to address water shortages on a citywide basis, including but not limited to cut backs, limitations on water use as provided in the Folsom Municipal Code or by City Council action and other steps to assure an adequate supply exists for all residents and businesses.

4.7 **City Acceptance of Conservation Easement(s) on Open Space.** Subject to approval by the City, in the City's reasonable discretion, of (i) the physical condition of the planned open space within the Plan Area, (ii) the form, restriction and limitation on any areas proposed or intended to be open for general public access or use associated with the conservation easement(s) over such open space areas, and (iii) the formation of a financing mechanism acceptable to City to fund the costs of the City's ownership and maintenance responsibility for the open space areas as the grantee under the conservation easement(s), the City shall accept, as grantee, the rights and obligations under the conservation easements for the open space areas within the Specific Plan for wetlands permitting and mitigation purposes pursuant to Section 404 of the Clean Water Act.

Subject to project conditions deemed necessary by the City, including payment of mitigation costs, City may authorize mitigation measures to be implemented on open space or other land to be dedicated for a public use in its discretion provided such does not limit the City's intended and anticipated use of the property, adequate funding is provided and compensation for any mitigation bank is paid. Prior to the use of any open space or other land to be dedicated to a public use for mitigation purposes owner must receive City Council approval.

4.8 **City/County SCDTF Agreement/Highway 50 Coalition Fee.** As provided by the MMRP, the Plan Area is obligated to fund, among other things, its fair share of the cost to widen Highway 50. Within one (1) year from the Effective Date of this Restated Agreement, the City shall use good faith, diligent efforts to enter into an



agreement with Sacramento County to grant Plan Area landowners, including Landowner, credit against the Sacramento County Development Transportation Fee ("SCDTF") for duplicate funding of any Backbone Infrastructure that is also included for funding in the proposed Highway 50 Coalition Fee, as, if and when the same is adopted by Sacramento County, unless no duplicate funding of any Backbone Infrastructure was included in the Highway 50 Coalition Fee. City and Landowner will use good faith efforts to cause adoption and implementation of said Highway 50 Coalition Fee in the amount and as described in that certain report entitled "Fair Share Cost Allocation – Sacramento County and City of Folsom," prepared by DKS, dated November 9, 2012. The parties anticipate that the Coalition Fee will satisfy, among other things, the Plan Area's obligation to fund its fair share of the Highway 50 widening. If such Highway 50 Coalition Fee is not adopted within one (1) year of the Effective Date, the City shall use good faith, diligent efforts to enter into an alternative agreement with the California Department of Transportation or appropriate agencies to create an alternative financing mechanism acceptable to the Participating Landowners whereby the Plan Area's obligation to fund its fair share of the Highway 50 widening can be satisfied.

**4.9 Assistance with Acquisition of Necessary Real Property Interests.** In any instance where Landowner is required by this Restated Agreement to construct any public improvement on land not owned by Landowner or other Participating Landowners, Landowner at its sole cost and expense shall, in a timely fashion to allow it to construct the required improvements, acquire or cause to be acquired the real property interests necessary for the construction of such public improvements.

Subject to City's concurrence, in the event Landowner 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 the real property interests necessary for the construction of such public improvements as to property within the City of Folsom, Landowner shall request the City to assist in the acquisition of the necessary real property interests. Landowner shall provide adequate security for all costs the City may reasonably incur (including the costs of eminent domain proceedings, legal fees and costs, and the value of the real property). Upon receipt of the security in a form acceptable to the City Attorney, City shall commence negotiations to purchase the necessary real property interests to allow Landowner to construct the public improvements as required by this Restated Agreement and, if necessary, in accordance with the procedures established and to the extent allowed by law, may use its power of eminent domain to acquire such required real property interests. Any such acquisition by City shall be subject to the City's discretion, which is expressly reserved by City, to make all necessary findings to acquire such interest, including a finding of public necessity.

In those circumstances where the City owns property in fee on or over which development of the Property requires permanent and temporary construction easements, road rights-of-way and/or sites for public facilities, City shall grant, at Landowner's sole cost and expense, such permanent easement, temporary easements, rights-of-way, or sites as reasonably needed for the timely and efficient development of the Property, subject to conditions acceptable to the City.

This section is not intended by the parties to impose upon the Landowner an enforceable duty to acquire land or construct any public improvements on land not owned by Landowner, except to the extent that the Landowner elects to proceed with the development of the Property.

## ARTICLE 5

### DEFAULT, REMEDIES, TERMINATION

**5.1 General Provisions.** Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Restated Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Restated Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) calendar days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty-day period, the other party to this Restated Agreement at its option may institute legal proceedings pursuant to this Restated Agreement or give notice of intent to terminate this Restated Agreement pursuant to California Government Code Section 65868 and regulations of City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Restated Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Restated Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Restated Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) calendar days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Restated Agreement.

Notwithstanding the above, a default by an individual or entity within the definition of Landowner shall not constitute a default by other individuals or entities within definition of Landowner.

**5.2 Annual Review.** City shall, at least every twelve (12) months during the Term of this Restated Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Restated Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Restated Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Restated Agreement may result in termination of this Restated Agreement with respect to Landowner's Property. A finding by City of good faith compliance by Landowner with the terms of this Restated Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Each Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review of such Landowner's compliance, the payment of which shall be due within thirty (30) calendar days after conclusion of the review and receipt from the City of the bill for such costs.

In the event that a twelve month review is not completed, is not completed in a timely manner or inadvertently a finding of good faith compliance is not made, such shall not constitute a waiver of the City's right to review and make any necessary determinations that would be made if the review had been conducted and shall not be construed that Landowner is otherwise in full compliance.

Upon not less than thirty (30) calendar days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the Planning director in order to ascertain compliance with this Restated Agreement.

Upon written request by the Landowner(s) the City shall deposit in the mail to the requesting Landowner(s) a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. If the City has not performed an annual review, Landowner(s) may request, in writing, that it be performed

**5.2.1 Permitted Delay, Extension of Times of Performance.** In addition to specific provisions of this Restated Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, and terrorist acts, new or supplementary environmental regulation, changes due to state or federal laws as described in Section 2.2.6 hereof, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) calendar days of the commencement of such delay, a reasonable extension of time for such cause shall be granted in writing for the period of such delay, or longer as may be mutually agreed upon. Nothing in this section is intended to apply to an extension of the term of this Restated Agreement, which requires City Council approval.

**5.2.2 Permitted Extensions by City.** In addition to any extensions to the time for performance of any obligation due to a delay under Section 5.2.1 above, the

City, in its sole discretion (acting through the City Manager or designee) may extend the time for performance by any Landowner of any obligation hereunder. Any such extension shall not require an amendment to this Restated Agreement, so long as such extension only involves the time for performance thereof and does not change the obligations to be performed by such Landowner as a condition of such extension. Nothing in this section is intended to apply to an extension of the term of this Restated Agreement, which requires City Council approval.

**5.3 Legal Action; No Obligation to Develop; Specific Enforcement.** In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Venue for all legal actions shall be in the Superior Court of the County of Sacramento, State of California. Notwithstanding anything in this Restated Agreement to the contrary, the parties acknowledge that the City would not have entered into this Restated Agreement had it been exposed to liability for damages from Landowner, and that therefore each Landowner hereby waives all claims for damages against the City and its officers, agents and employees for breach of this Restated Agreement. The parties further acknowledge that damages are not a remedy under this Restated Agreement and therefore Landowner waives all claims for damages against the City and its officers, agents and employees in the event that this Restated Agreement or any other Entitlement is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions or deletions to which Landowner is opposed. Either Party may, without any claim for damages of any kind, in addition to any other rights or remedies, institute an action to cure, correct or remedy any default, enforce any covenant or agreement in this Restated Agreement, enjoin or restrain any threatened or attempted violation of this Restated Agreement or enforce by specific performance the obligations and rights of the parties to this Restated Agreement, or to obtain any other remedy. Landowner further acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that under law, the City Council's discretion to vote in any particular way may not be constrained by contract, except as permitted in the Development Agreement Statute. Landowner further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and each Landowner waives all claims for damages against the City and its officers, agents and employees in this regard.

By entering into this Restated Agreement, Landowner shall not be obligated to Develop the Property and Landowner shall not be obligated to install or pay for the costs to install any improvements or facilities except as otherwise provided herein. Nothing in this section shall be construed to excuse Landowner from making lawfully approved CFD tax payments.

**5.4 Automatic Termination Upon Completion and Sale of Residential Unit.** This Restated Agreement shall automatically be terminated, without any further action by

either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been completed and formally accepted by City in writing; and (ii) all other conditions of approval applicable to said lot have been complied with to the City's satisfaction as evidenced by the City's issuance of a certificate of occupancy or final inspection permitting occupancy of the improved lot. Termination of this Restated Agreement for any such residential lot as provided for in this Section 5.4 shall not in any way be construed to terminate or modify any CFD tax lien or other such lien, assessment, fee or charge affecting such lot at the time of termination.

**5.5 Termination Upon Landowner Request.** This Restated Agreement may also be terminated, at the election of the then Landowner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or non-residential use (other than parcels designated for public use), when recording a final map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multi-family residential or non-residential building within such parcel, by giving written notice to City of its election to terminate this Restated Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been completed and formally accepted by City in writing; and (ii) all other conditions of approval applicable to said parcel have been complied with to the City's satisfaction as evidenced by the City's issuance of a certificate of occupancy or final inspection permitting occupancy of the improved parcel. Landowner shall cause any written notice of termination approved pursuant to this subsection to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this Restated Agreement for any such parcel as provided for in this section shall not in any way be construed to terminate or modify any CFD tax lien or other such lien, assessment, fee or charge affecting such parcel at the time of termination.

**5.6 Effect of Termination.** If this Restated Agreement is terminated, in whole or part, following any event of default of any Landowner or for any other reason, such termination shall not affect the validity of this Restated Agreement with respect to any other Landowner's Property or any of the Entitlements, other than this Restated Agreement, for the defaulting Landowner's Property, nor shall such termination affect any building or improvement within the defaulting Landowner's 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 Restated Agreement with respect to a defaulting Landowner's Property shall prevent such Landowner 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 and receives a certificate of occupancy or certificate of completion from

the City. Termination of this Restated Agreement by either shall not in any way be construed to terminate or modify any CFD tax lien or other such lien, assessment, fee or charge affecting such parcel at the time of termination or terminate any outstanding obligations of Landowner owed to the City (whether a one-time obligation or continuing obligations) pursuant to this Restated Agreement or any Entitlements.

**5.7 No Protest or Challenge To Fees.** Landowner hereby waives any and all rights to challenge or protest the imposition or payment of, and agrees to pay, and not to protest or challenge, or pay under protest, any fees contained or articulated in the PFFP or this Restated Agreement, whether adopted at the time of execution of this Restated Agreement or later adopted, including any inflationary or cost of construction adjustment to such fees. Those fees subject to the Mitigation Fee Act shall be reviewed by the parties in good faith and nothing is intended to limit a Landowner's right as permitted by law to challenge or protest such mitigation fee based solely on any alleged failure to comply with the Mitigation Fee Act, as opposed to the City's right to impose the fee in general.

**5.8 Applicable Law.** This Restated Agreement shall be construed and enforced in accordance with the laws of the State of California.

## ARTICLE 6

### HOLD HARMLESS AND COOPERATION

**6.1 Hold Harmless.** Landowner and its successors-in-interest and assigns, hereby agrees to, and shall protect, defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any costs, expenses, damages, liability for damages or claims of damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Landowner, or of Landowner's contractors, subcontractors, agents, or employees under this Restated Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the sole negligence or willful misconduct of City. The foregoing indemnity obligation of Landowner shall survive the termination or expiration of this Restated Agreement; however, notwithstanding any provision to the contrary, it shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City.

In addition to the foregoing indemnity obligation, Landowner agrees to and shall protect, defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any and all lawsuits, claims, challenges, damages, expenses, costs, including attorneys' fees that may be awarded by a court, or in any actions at law or in equity arising out of or related to the processing, approval, execution, adoption or implementation of the Project, the Entitlements, the Tier 1 Development Agreement, the Public Facilities Financing Plan,

this Restated Agreement, or the environmental documentation and process associated with the same, exclusive of any such actions brought by Landowner, its successors-in-interest or assigns. The City shall retain the right to appear in and defend any such action or lawsuit on its own behalf regardless of any tender under this provision.

**6.2 Cooperation and Defense in the Event of Legal Challenge.** 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 Restated Agreement, the parties hereby agree to cooperate in defending said action. If any person or entity not a party to this Restated Agreement initiates an action at law or in equity to challenge the validity of any provision of this Restated Agreement or the Entitlements, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall pay the City for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding, provided that City reasonably cooperates with Landowner in the defense of such action. The City, in its sole discretion, and at the Landowner's expense may retain separate counsel and may defend, settle or compromise the action as it deems appropriate and in the best interests of the City. Prior to any settlement or other resolution of any matter covered by this paragraph, the City agrees that it will first consult with Landowner.

## ARTICLE 7

### GENERAL

**7.1 Enforceability.** The City agrees that unless this Restated Agreement is amended or canceled pursuant to the provisions of this Restated Agreement, this Restated Agreement shall be enforceable according to its terms by any party hereto notwithstanding any change hereafter in any applicable General Plan, Specific Plan, zoning ordinance, subdivision ordinance or building regulation adopted by City, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the rate, timing or sequencing and density and intensity of use or Development of the Property at the time of approval of this Restated Agreement, as provided by Government Code Section 65866.

**7.2 City Finding.** The City hereby finds and determines that execution of this Restated Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and Specific Plan.

**7.3 Third Party Beneficiaries.** This Restated Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this Restated Agreement.

**7.4 Project as a Private Undertaking.** It is specifically understood and agreed by and between the parties hereto that the subject project is a private development, and that the City has no interest therein except as authorized in the

exercise of its governmental functions. No partnership, joint venture or other association of any kind is formed by this Restated Agreement.

**7.5 Notices.** All notices required by this Restated Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

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

Community Development Director  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

With a copy to:

City Manager  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

City Attorney  
City of Folsom  
50 Natoma Street  
Folsom, CA 95630

Notice required to be given to Landowner shall be addressed to the Landowner as follows:

West Scott Road, LLC  
c/o HBT Mangini, LLC  
3907 Park Drive, Suite 235  
El Dorado Hills, CA 95762  
Attn: Bill Bunce

With a copy to:

West Scott Road, LLC  
c/o John Telischak  
45 Koch Road, Suite A  
Corte Madera, CA 94925  
Attn: John Telischak

Any party or addressee may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

**7.6 Severability.** If any term, covenant or condition of this Restated Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Restated Agreement, or the



application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Restated Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Restated Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Restated Agreement from and after such determination.

**7.7 Construction.** All parties have been represented by counsel in the preparation of this Restated Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement of this Restated Agreement. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.

**7.8 Other Necessary Acts.** Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Restated Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

**7.9 Estoppel Certificate.** Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Restated Agreement is in full force and effect and a binding obligation of the parties, (ii) this Restated Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Restated Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) calendar days following the receipt thereof.

**7.10 Mortgagee Protection.** The parties hereto agree that this Restated Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain agreement interpretations and modifications and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Restated Agreement. Any Mortgagee shall be entitled to the following rights and privileges:

(a) Neither entering into this Restated Agreement nor a breach of this Restated Agreement shall defeat, render invalid, diminish or impair the lien of any

mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any default by Landowner in the performance of Landowner's obligations under this Restated Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this Restated Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) business days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Restated Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Restated Agreement, including payment of any outstanding fees or charges. Should such Mortgagee or successors or assigns of such Mortgagee choose to develop the Property, the development shall be subject to all of the terms and conditions of this Restated Agreement. Nothing in this Restated Agreement shall be deemed or construed to permit or authorize the Mortgagee or successors or assigns of such Mortgagee to devote the Property, or any portion thereof, to any uses or to construct any improvements thereon other than those uses and improvements provided for or authorized by this Restated Agreement.

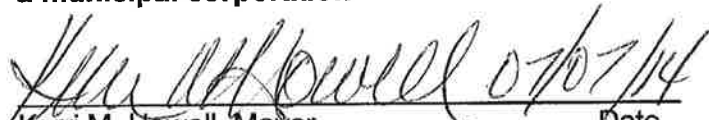
**7.11 Assignment.** From and after recordation of this Restated Agreement against the Property, Landowner, or any individual person or entity, shall have the full right to assign this Restated Agreement, with prior notification to the City, as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by a Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit 7.11**, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. No assignment shall be permitted and any attempt to assign shall be voidable by the City if the assigning Landowner has any outstanding payment or performance obligations to the City under this Restated Agreement or the PFFP as implemented by the City until such delinquency is satisfied or the parties enter into a payment or performance agreement in a form approved by the City Attorney.

**7.12 Entire Agreement.** This Restated Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Restated Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding

and agreement of the parties. This Restated Agreement may be signed in identical counterparts and the signature pages and consents, together with appropriate acknowledgments, may be removed from the counterparts and attached to a single counterpart, which shall all be considered a fully-executed original for all persons and for purposes of recordation hereof.

IN WITNESS WHEREOF, the City of Folsom has authorized the execution of this Restated Agreement in duplicate by its Mayor, and attested to by the City Clerk under the authority of Ordinance No. 1195 adopted by the City Council on the 10<sup>th</sup> day of June, 2014.


**CITY OF FOLSOM,  
a municipal corporation**

  
Kerri M. Howell, Mayor 07/07/14  
Date

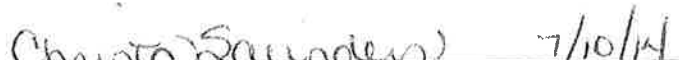
**APPROVED AS TO CONTENT:**

  
Evert W. Palmer, City Manager 7/11/2014  
Date

**APPROVED AS TO FORM:**

  
Bruce C. Cline, City Attorney 6/30/14  
Date

**ATTEST:**

  
Christa Saunders, City Clerk 7/10/14  
Date

**LANDOWNER SIGNATURES ON FOLLOWING PAGES**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }  
County of Sacramento }

On July 7, 2014, before me, C.L. Glass, Notary Public, personally appeared  
Kerri M. Howell

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE C. L. Glass

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: First Amended and Restated Tier 1 Development Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

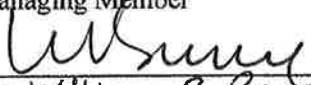
**IN WITNESS WHEREOF**, the parties below have caused this Amended and Restated Tier 1 Development Agreement to be duly executed:

**LANDOWNER:**

**APN(s): 072-0060-078**

**WEST SCOTT ROAD, LLC,  
a Delaware Limited Liability Company**

By: HBT Mangini LLC,  
a Delaware Limited Liability Company  
Its Managing Member

By:   
Name: William B. Bance  
Title: Managing Member

This Amended and Restated Tier 1 Development Agreement must be duly Notarized.

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
 County of El Dorado  
 On June 19, 2014 before me, Sean Stephen Sowers, Notary Public,  
Date Here Insert Name and Title of Officer  
 Personally appeared William B. Bunce  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal  
Sean Stephen Sowers  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: \_\_\_\_\_
- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner –  Limited  General
  - Attorney-in-Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer – Title(s): \_\_\_\_\_
  - Partner –  Limited  General
  - Attorney-in-Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer is Representing: \_\_\_\_\_

## LIST OF EXHIBITS

Exhibit A-1	Legal Description of Property
Exhibit A-2	Map of Property
Exhibit B	Map of Specific Plan Land Use Plan
Exhibit 2.2.1	List of PFFP Facilities
Exhibit 2.2.3.2	Map of Aerojet/Easton Property, Including Map of Community Park West and Alternate Site
Exhibit 2.2.4	Existing and New Plan Area Fees Summary Sheet
Exhibit 2.5.5	Form of Mather Avigation Easement
Exhibit 3.8	Map of Backbone Lands
Exhibit 4.2.1	List of Advancing Owners and Reimbursing Owners for Advance Planning Costs
Exhibit 4.3	Map of Constructing Owner's Property
Exhibit 7.11	Form of Assignment of Development Agreement

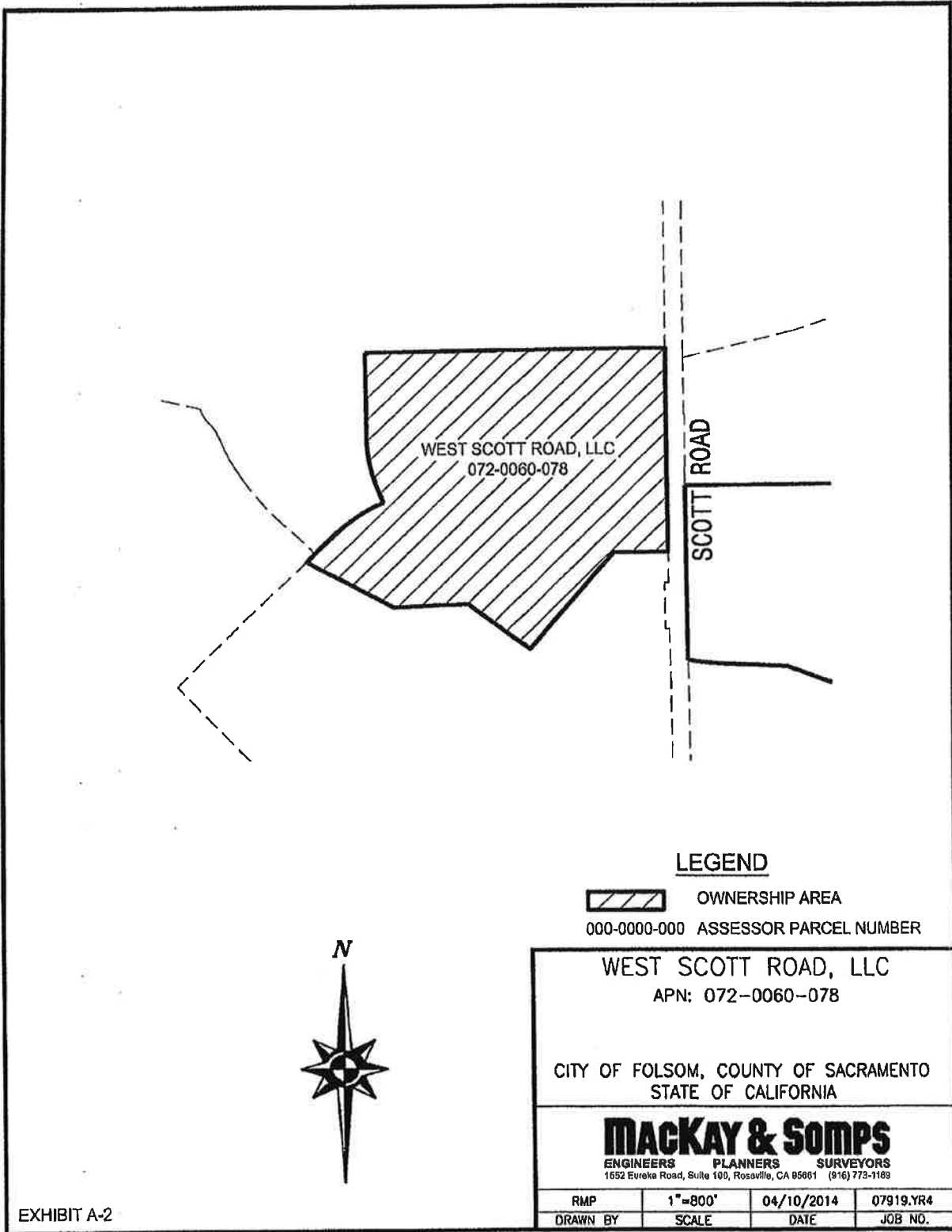
**EXHIBIT A-1  
WEST SCOTT ROAD, LLC PARCEL**

All that certain real property situated in the City of Folsom, County of Sacramento, State of California and being more particularly described as follows:


- Being Parcel 3, as shown on that certain "Parcel Map", recorded October 11, 2012, in Book 218 of Parcel Maps at Page 0017

APN 072-0060-078





**LEGEND**

-  OWNERSHIP AREA
- 000-0000-000 ASSESSOR PARCEL NUMBER



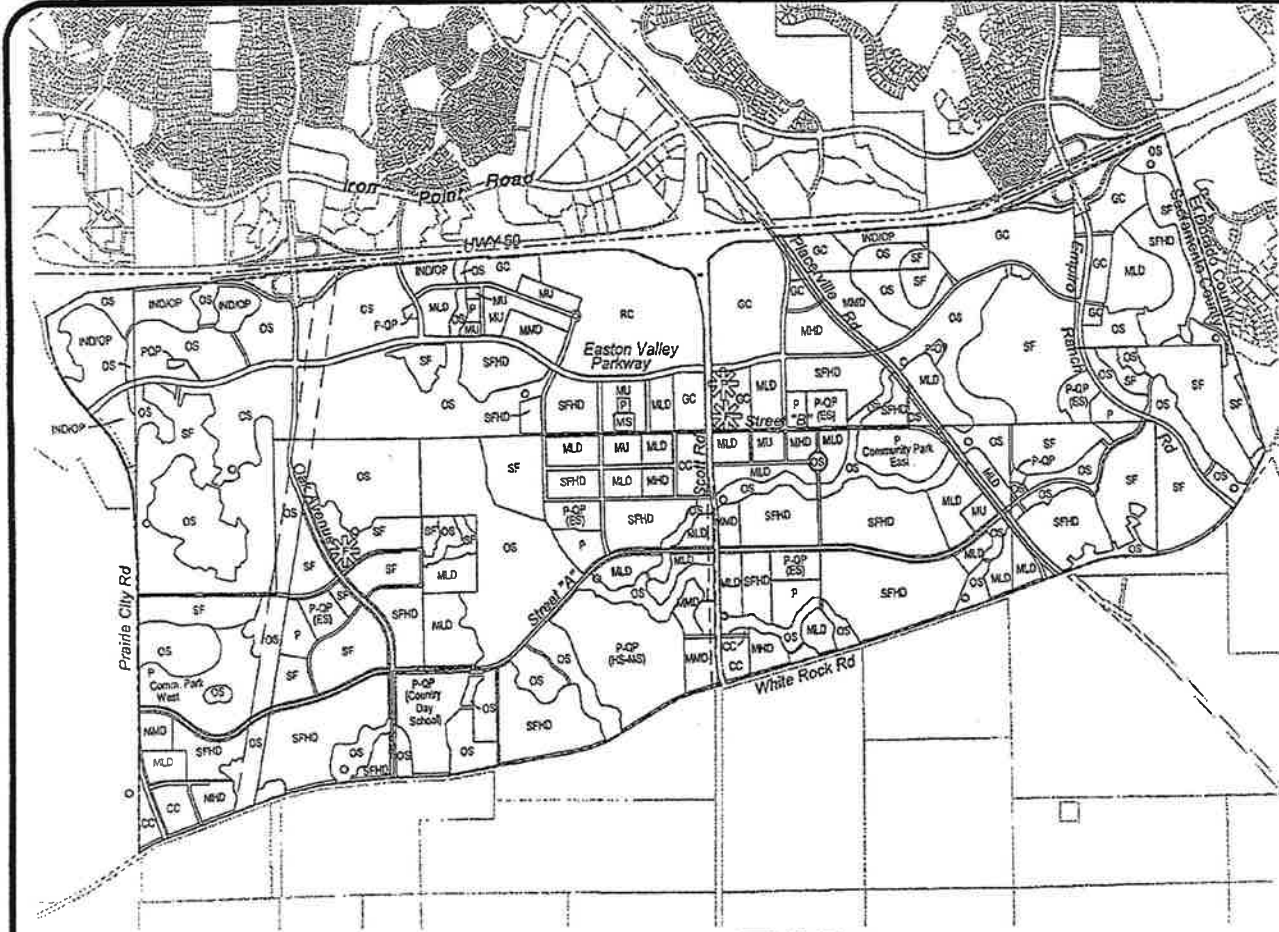
WEST SCOTT ROAD, LLC  
 APN: 072-0060-078

CITY OF FOLSOM, COUNTY OF SACRAMENTO  
 STATE OF CALIFORNIA

**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 1652 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

RMP	1"=800'	04/10/2014	07919.YR4
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT A-2



- LEGEND**  
Land Use
- SF Single Family: 1-4 du/ac
  - SFHD Single Family High Density: 4-7 du/ac
  - MLD Multi-Family Low Density: 7-12 du/ac
  - MMD Multi-Family Medium Density: 12-20 du/ac
  - MHD Multi-Family High Density: 20-30 du/ac
  - MU Mixed Use: 9-30 du/ac
  - IND/O/P Industrial/Office Park
  - CC Community Commercial
  - GC General Commercial
  - RC Regional Commercial
- Public Parcels**
- P Parks (Community/Neighborhood Parks)
  - OS Open Space
  - PQP Public/Quasi-Public
  - Firestation (conceptual location)
  - Police Substation (conceptual location)
  - Municipal Services Center and Library (conceptual location)
  - O Detention Basins

**EXHIBIT B**

Folsom Plan Area Specific Plan  
Approved Land Use Plan - 6/27/2011  
City of Folsom, California

**MACKAY & SOMPS**  
ENGINEERS PLANNERS SURVEYORS  
1551 Europa Road, Suite 100, Roseville, CA 95661 (916) 923-9292

## **Exhibit 2.2.1**

### **PFFP Facilities to be Constructed in and/or Financed by the FPASP Area**

#### **Backbone Infrastructure:**

- Roadway Improvements, as described in Appendix B of the PFFP
- On-Site Water System Improvements, as described in Appendix C of the PFFP
- Off-Site Water System Improvements, as described in Appendix D of the PFFP
- Recycled Water System Improvements, as described in Appendix E of the PFFP
- Sanitary Sewer System Improvements, as described in Appendix F of the PFFP
- Storm Drainage System Improvements, as described in Appendix G of the PFFP
- Habitat Mitigation, as described in the Executive Summary, Page ES-9, and in Appendix H of the PFFP
- Interchanges, as described in Appendix N of the PFFP

#### **Other Public Facilities**

- Fire Facilities and Equipment, as described in Appendix I of the PFFP
- Police Facilities and Equipment, as described in Appendix I of the PFFP
- Municipal Services Center, as described in Appendix I of the PFFP
- Branch Library, as described in Appendix I of the PFFP
- Corporation Yard, as described in Appendix J of the PFFP
- Transit System, as described in Appendix K of the PFFP
- Parks, as described in Appendix L of the PFFP
- Trails, as described in Appendix M of the PFFP
- Aquatic and Community Center, as described in Appendix O of the PFFP
- Solid Waste Facilities, as described in the Executive Summary, Pages ES-18 to ES-19, of the PFFP
- General Capital Facilities, as described in Chapter 4, Page 19, of the PFFP

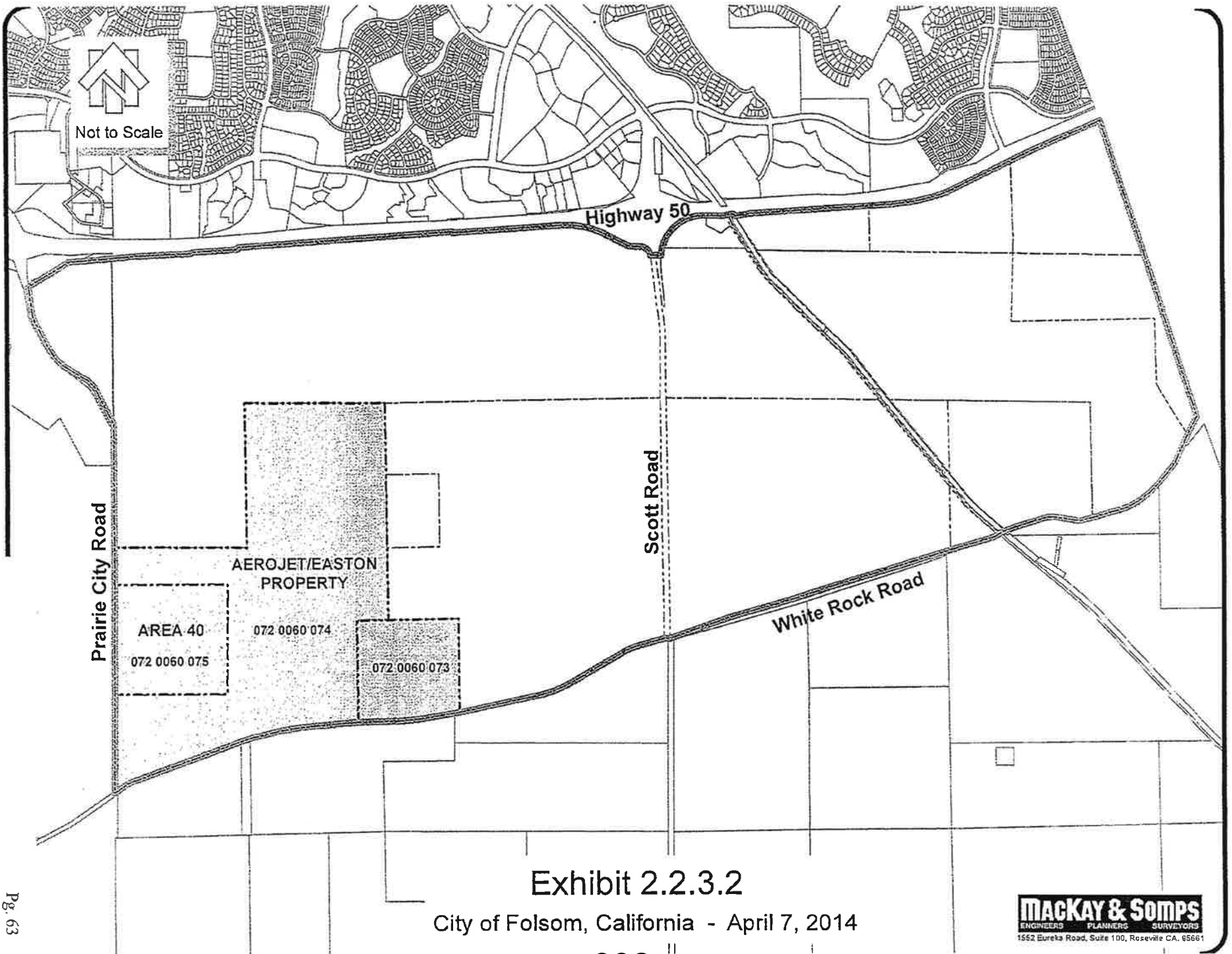


Exhibit 2.2.3.2

City of Folsom, California - April 7, 2014

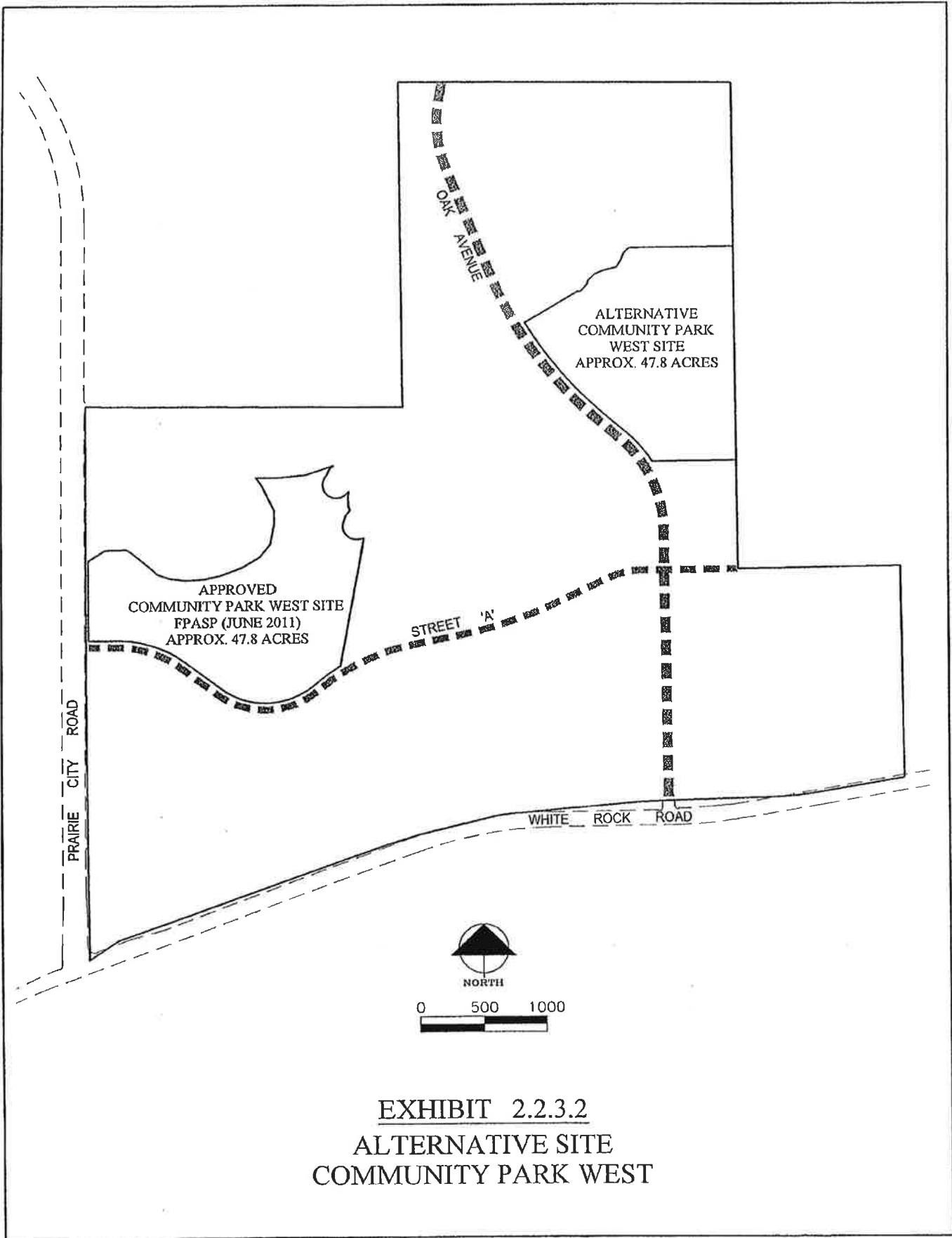


EXHIBIT 2.2.3.2  
 ALTERNATIVE SITE  
 COMMUNITY PARK WEST

Exhibit 2.2.4  
Existing and New Plan Area Fees

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**Existing City Fees [1]**

- Transportation Management Fee
- Solid Waste Capital Improvement Fee
- Capital Improvement Fee – Park Equipment
- Housing Trust Fund
- Water Buy-in and Connection Fee
- Water Usage Fee [2]

**FPASP Plan Area Fees**

**New Plan Area Fees for City Facilities (Combined)**

- General Capital Facilities
- Library
- Municipal Services Center
- Police Facilities
- Fire Facilities
- Parks
- Trails

**New Stand-Alone Plan Area Fees**

- Corporation Yard
- Transit
- Interchanges/HWY 50 Improvements

**FPASP Specific Plan Infrastructure Fee (SPIF)**

- On-Site Roadway
- Off-Site Roads within Folsom
- On-Site Water
- Off-Site Water
- Recycled Water
- Drainage
- Sewer
- Habitat Mitigation
- Administration

**FPASP Planning and Land Fees**

- Specific Plan Reimbursement
- Parkland Dedication (Quimby)

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[1] This list of Existing City Fees is intended to reflect all City development impact or mitigation fees existing on the Effective Date of the Restated Agreement which are not being replaced by new FPASP Plan Area Fees; however, to the extent such fees are inadvertently omitted from this list, those fees existing at the time of the Effective Date of this Restated Agreement and not replaced by the new FPASP Plan Area Fees shall apply. This list does not address, and is not intended to limit, the City's existing or future permit application, development processing, inspection and plan check and other such related fees imposed by the City in conjunction with development applications.

[2] Fee for volumetric water usage during construction.

**EXHIBIT 2.5.5**

**FORM OF MATHER AVIGATION EASEMENT**

FOR THE BENEFIT OF THE CITY OF FOLSOM  
PURSUANT TO GOVERNMENT CODE §6103

RECORDING REQUESTED BY CITY CLERK

WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF FOLSOM  
50 NATOMA STREET  
FOLSOM, CALIFORNIA 95630

**GRANT OF AVIGATION EASEMENT**

The Grant of Avigation Easement (herein collectively referred to as "Avigation Easement"), is made on \_\_\_\_\_, 2014, by and between \_\_\_\_\_, (herein referred to as "Grantor"), the County of Sacramento, a Political Subdivision of the State of California, acting by and through its Board of Supervisors and the City of Folsom, a municipal corporation, acting by and through its City Council (herein collectively referred to as "Grantees") with reference to the following facts:

A. Grantor owns real property in the City of Folsom, Sacramento County, California ("Grantor's Property"). The legal description for Grantor's Property is attached as Exhibit "A". Grantor's Property includes the air space above it.

B. The County of Sacramento owns and operates Sacramento Mather Airport in Sacramento County, California (the "Airport").

C. The Airport is a General Aviation airport for the region and also has various other aviation and related activity. Grantors and Grantees recognize and understand that the Airport will grow and traffic will increase over time.

D. Grantor has requested and received certain land use approvals including a Specific Plan (the "Folsom Specific Plan") and a Tier 1 Development Agreement. The land use approval requires Grantor to record an Avigation Easement on its property prior to or concurrently with the execution of its pending Amended and Restated Tier 1 Development Agreement (the "Restated Development Agreement") to address rights and obligations for future development of Grantor's Property. This Avigation Easement is a negotiated term of Grantor's Restated Development Agreement and the Tier 1 Development Agreement between the City of Folsom and all landowners in the Folsom Specific Plan.

E. Grantor has requested and in consideration for the land use approval, Grantor has agreed to grant the County of Sacramento and the City of Folsom the Avigation Easement described below.

NOW, THEREFORE, the parties agree as follows:

**Section 1. Grant of Avigation Easement**

A. For valuable consideration, Grantor grants to the County of Sacramento and the City of Folsom a perpetual, nonexclusive, assignable Avigation Easement in and over Grantor's Property for noise and other negative impacts resulting from aircraft flying to and from, and other operations at the Airport ("Airport Operations") and a right-of-way for the free and unrestricted passage of aircraft of any and all kinds now or hereafter known in, through, across and about the airspace beginning at an altitude of one thousand (1000) feet above the top of the highest obstacle on Grantor's Property (hereinafter "Permitted Airspace"). This Avigation Easement specifically permits the imposition of light, smoke, air currents, electronic or other emissions, vibrations, discomfort, inconvenience, and interference with use and enjoyment resulting from Airport Operations producing noise. This Avigation Easement is fully effective as of the date set forth above.

B. Such Avigation Easement and right-of-way includes, but is not limited to:

1. The Avigation Easement and right-of-way is for the use and benefit of the public and includes the continuing right to fly, or cause or permit the flight by any and all persons, of aircraft, of any and all kinds now or hereafter known, in, through, across or about any portion of the Permitted Airspace; and
2. The right to cause or create, permit or allow to be caused or created within all space above the existing surface of said Grantor's Property and any and all airspace laterally adjacent to said Grantor's Property, such noise, vibration, current and other effects of air, illumination and fuel consumption as may be inherent in, or may arise or occur from Airport Operations, or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air within the Permitted Airspace; and
3. Nothing in this easement is intended to or shall it be interpreted to alter noise standards and methods of measurements or permit noise or vibration in excess of the standards utilized by the Federal Aviation Administration.
4. A continuing right to clear, and keep clear the Permitted Airspace and extending upwards thereafter (as necessary for air transportation or air operation purposes) of any portions of building, structures, or improvements of any and all kinds, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees or other things



which extend into or above said Airspace and the right to cut to those portions of any trees which extend into or above the Airspace; and

5. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures or other improvements, and trees or other objects, which extend into or above the Permitted Airspace; and

6. The right to ingress to, passage within, and egress from the hereinabove described Grantor's Property for the purposes described in subparagraphs "4" and "5" above.

C. Grantor, on behalf of itself, its successors and assigns, hereby covenants with the County of Sacramento and the City of Folsom and for the direct benefit of the real property constituting Sacramento Mather Airport as follows:

1. That Grantor, its successors and assigns will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Grantor's Property described herein, to extend into or above the Permitted Airspace, or to obstruct or interfere with the use of the Avigation Easement and right-of-way herein granted.

2. Nothing in the Avigation Easement is intended to nor shall it affect Grantor's land use rights or require any additional land use review beyond that ordinarily required in the land use entitlement process.

D. The Avigation Easement and right-of-way granted herein shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Sacramento Mather Airport, and shall further be deemed in gross, being conveyed to the Grantees for the benefit of the Grantees and any and all members of the general public who may use said Avigation Easement or right-of-way or derive benefit from the taking off from, landing upon or operating such aircraft in or about the said Sacramento Mather Airport, or in otherwise flying through said Permitted Airspace.

E. This Avigation Easement shall not operate to deprive the Grantor, its successors or assigns, of any rights, which it may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft or any other rights, claims or causes of action that are not inconsistent with the Avigation Easement granted herein.

F. These covenants and agreement run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantor, and for the purpose of this instrument, the Grantor's Property as described in Exhibit "A" is the servient tenement and said Sacramento Mather Airport is the dominant tenement.

## Section 2. Release

Grantor releases the City of Folsom, the County of Sacramento and Airport operators and aircraft operators using the Airport from any claims, losses, liabilities or expenses (collectively, "Losses") arising from the impositions permitted by this Avigation Easement, as well as from noise and other negative impacts resulting from Airport Operations prior to the date of this Avigation Easement. This Release covers all past, present and future Losses, whether known or unknown. This Release includes damages for physical or emotional injuries, nuisance or any taking of Grantor's Property. Grantor specifically waives application of California Civil Code, Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Grantor shall not sue for damages in connection with Losses released by this Avigation Easement, nor seek to enjoin the impositions permitted by this Avigation Easement. The County of Sacramento will not have to set aside buffer lands, re-route air traffic, erect sound or other barriers, establish curfews, relocate Airport Operations or take other measures to eliminate or lessen the impositions permitted by this Avigation Easement. Flights paths may be altered or modified from time to time by the Federal Aviation Administration or the County of Sacramento to fly over Grantor's Property.

**Section 3. Continuous Benefits and Burdens**

This Avigation Easement burdens the Grantors' Property for the benefit of the Airport. It runs with the land under California Civil Code Section 1468. The benefits and burdens created by this instrument apply to and bind the parties' successors, heirs and assigns.

Grantor agrees that in any marketing material regarding transfers, in whole or in part, of the Grantor's Property, this Avigation Easement and the terms thereof shall be disclosed. In addition, Grantor agrees that it will inform all interested parties including, but not limited to, those holding liens or encumbrances on all or a portion of the Property, about this Avigation Easement and shall provide a copy of this Avigation Easement if they so request.

**Section 4. Recordation**

The County of Sacramento shall record this document in the Official Records of Sacramento County.

GRANTOR: \_\_\_\_\_

Dated: \_\_\_\_\_ By: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California }  
County of Sacramento }

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
Personally appeared \_\_\_\_\_

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 State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE \_\_\_\_\_

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: None

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**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 2011-0011 of the Board of Supervisors of said County adopted on January 11, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

---

Director of General Services

Date

**CITY OF FOLSOM  
CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in the real property conveyed by the within Deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the City of Folsom, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 2435 of the City Council of said City adopted on July 18, 1988, and the grantee consents to recordation thereof by its duly authorized officer.

Signature & Date: \_\_\_\_\_

Evert W. Palmer  
City of Folsom  
City Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of Sacramento }

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary

Public, personally appeared Evert W. Palmer

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.

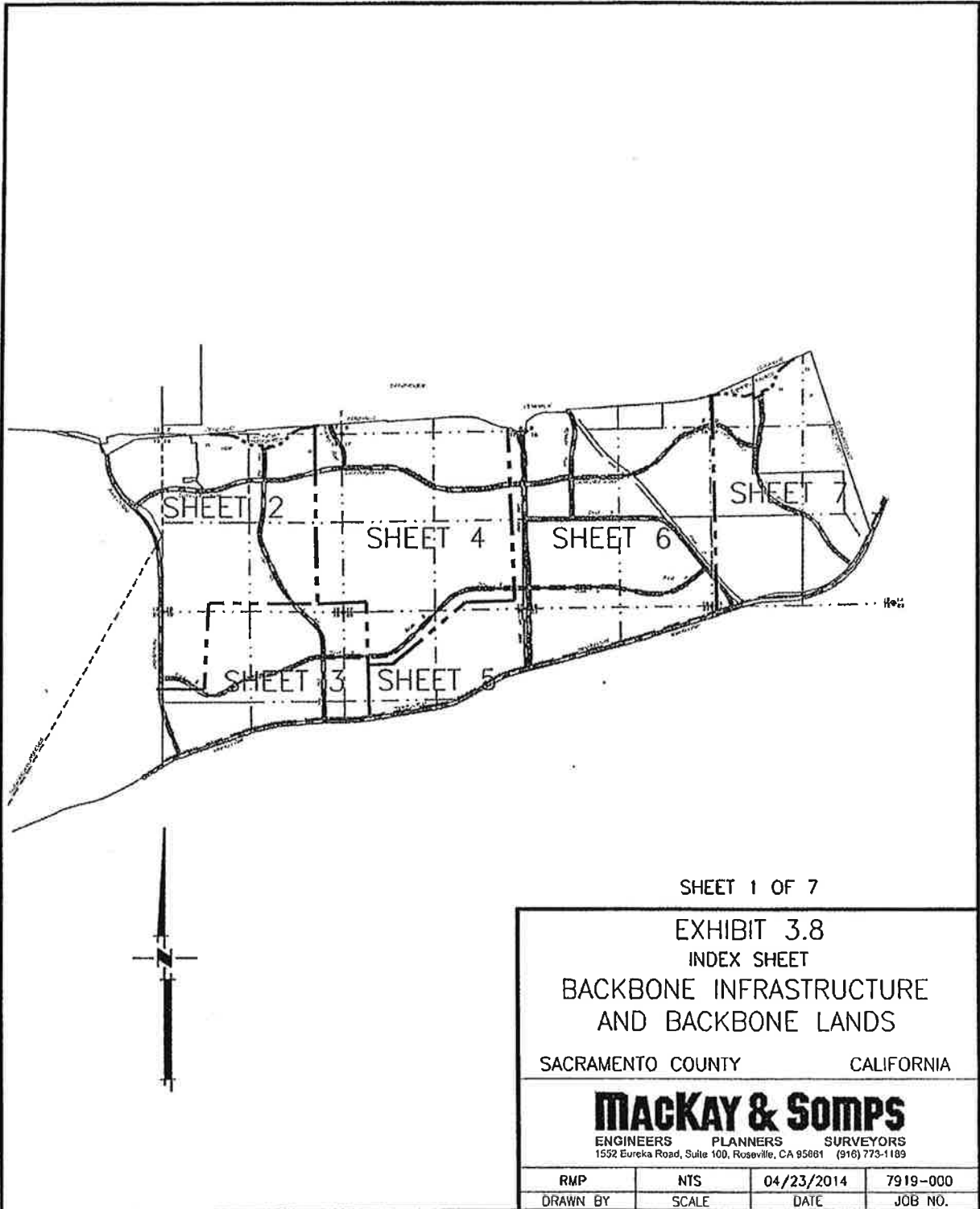
I certify under PENALTY OF PERJURY under the laws of State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE \_\_\_\_\_

PLACE NOTARY SEAL ABOVE

**EXHIBIT "A"**  
LEGAL DESCRIPTION



SHEET 1 OF 7

EXHIBIT 3.8  
 INDEX SHEET  
 BACKBONE INFRASTRUCTURE  
 AND BACKBONE LANDS

SACRAMENTO COUNTY CALIFORNIA

**MACKAY & SOMPS**

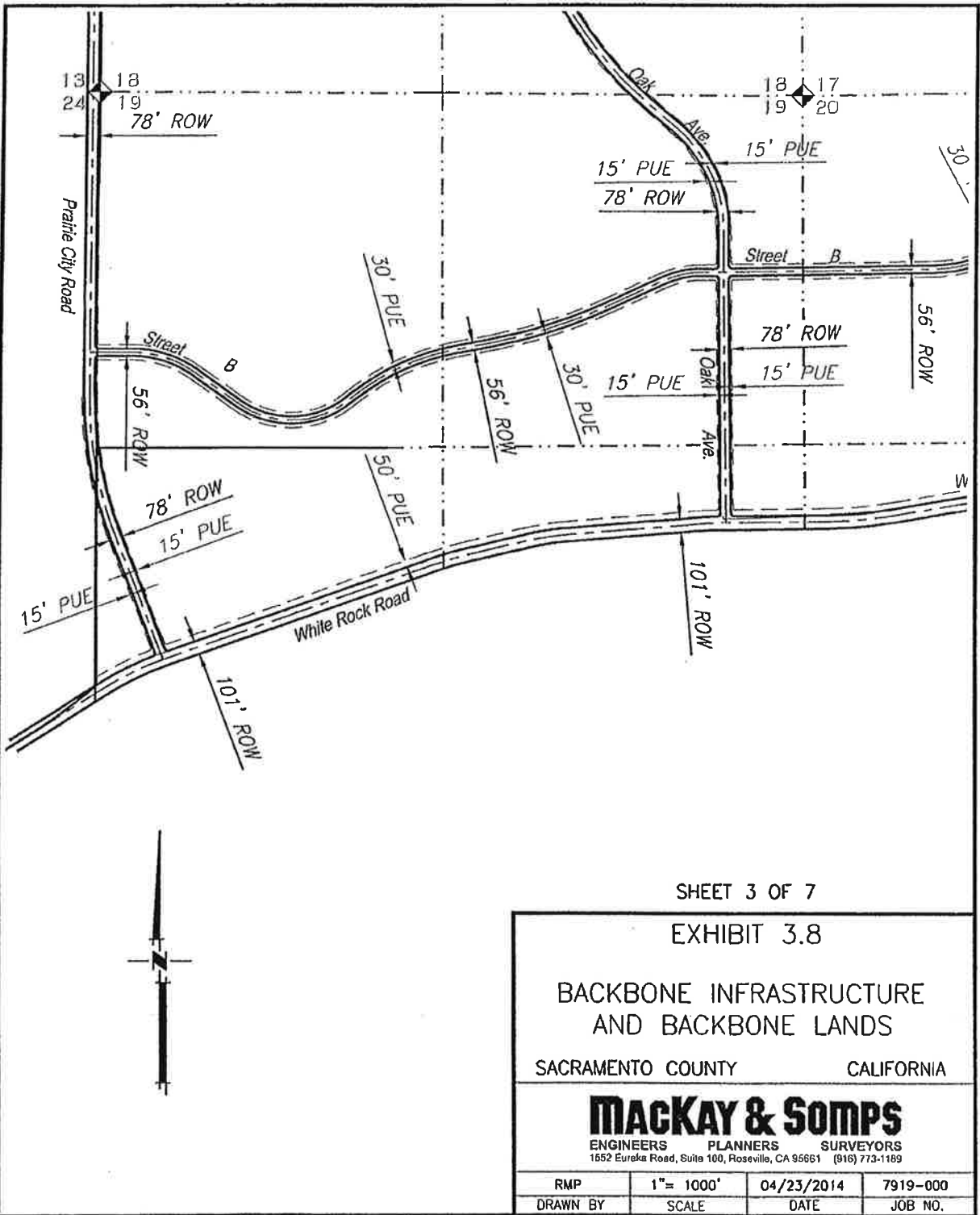
ENGINEERS PLANNERS SURVEYORS  
 1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

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SHEET 3 OF 7

EXHIBIT 3.8

BACKBONE INFRASTRUCTURE  
AND BACKBONE LANDS

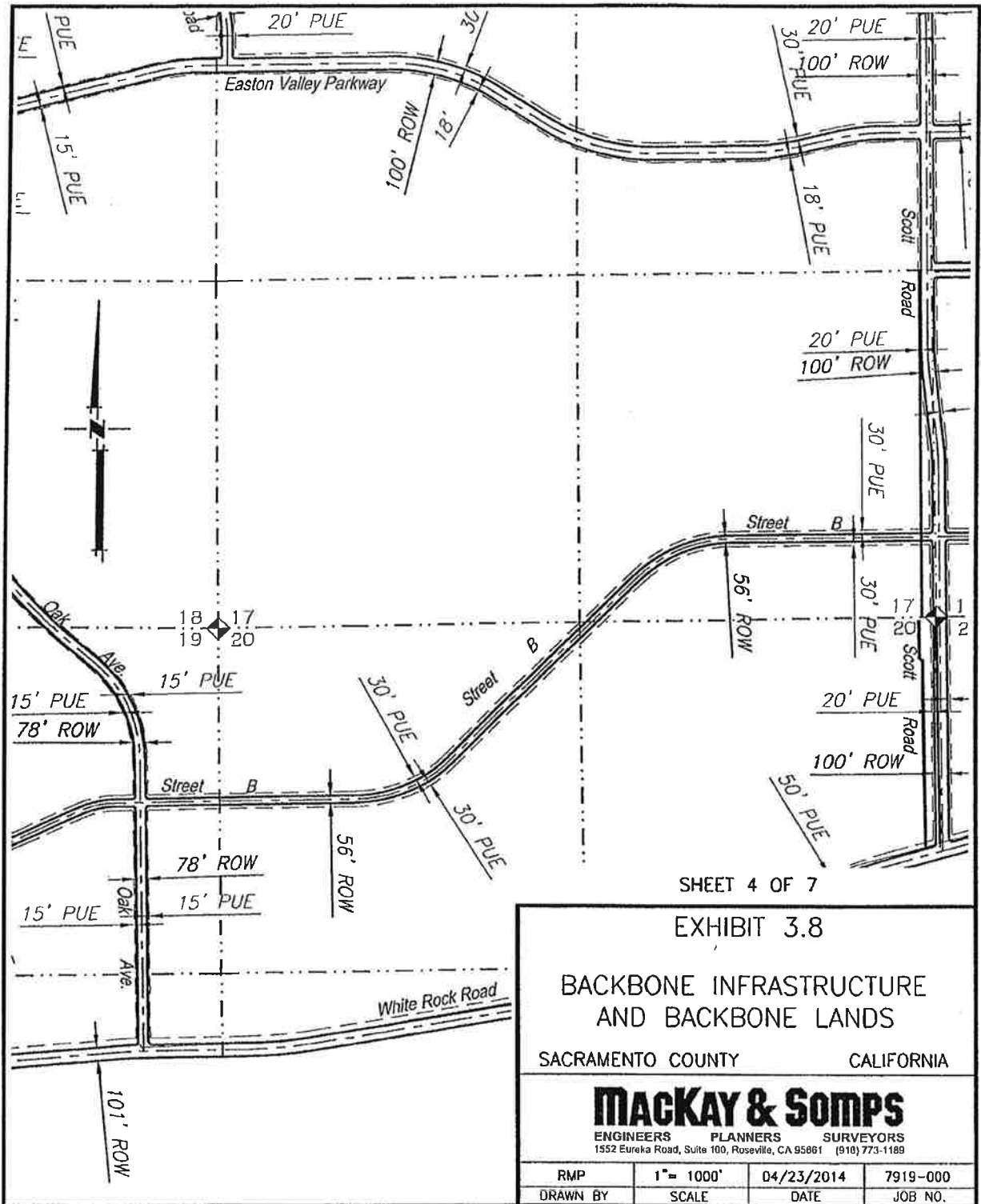
SACRAMENTO COUNTY CALIFORNIA

**MACKAY & SOMPS**

ENGINEERS PLANNERS SURVEYORS  
1652 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

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SHEET 4 OF 7

**EXHIBIT 3.8**

**BACKBONE INFRASTRUCTURE  
AND BACKBONE LANDS**

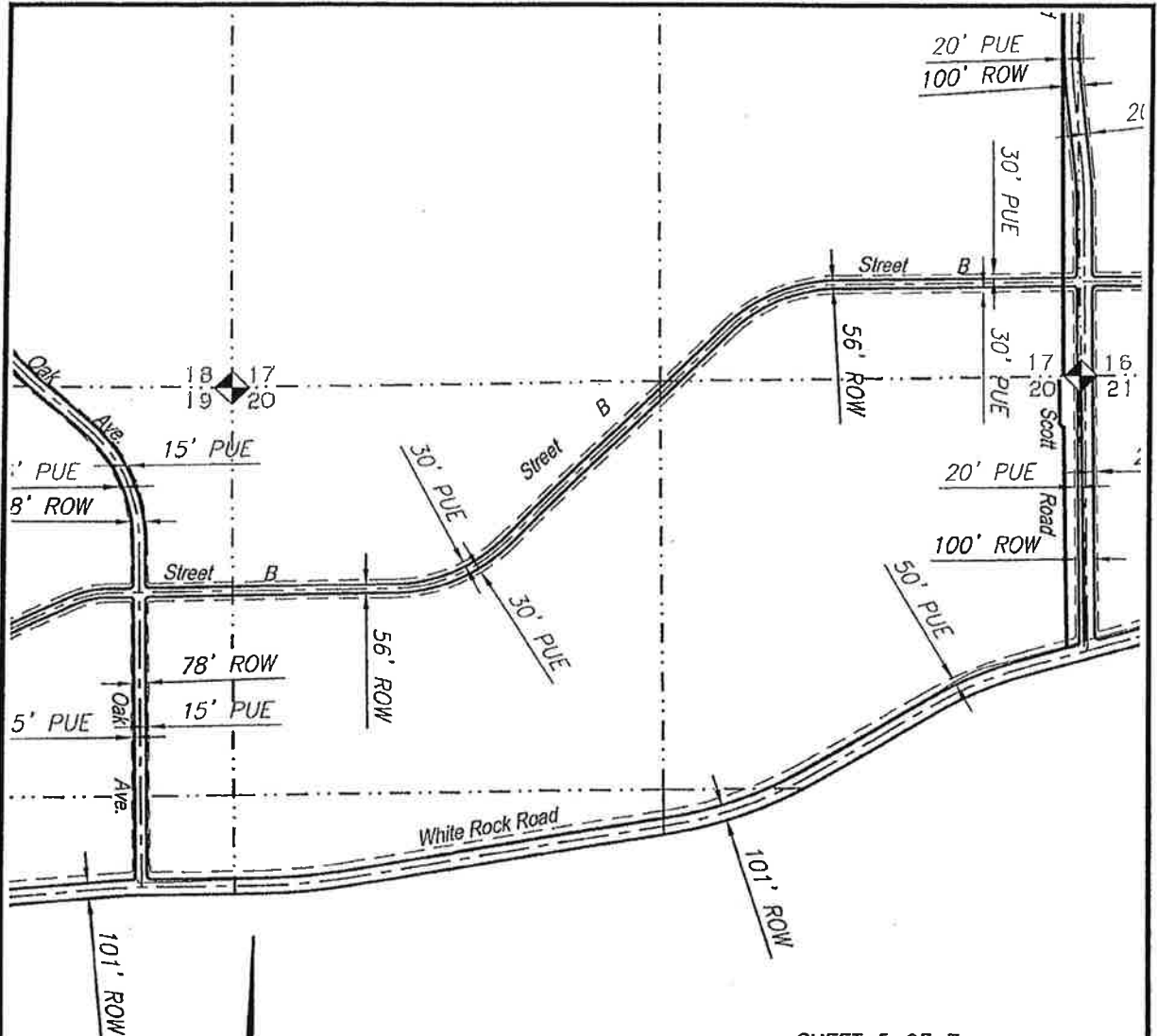
SACRAMENTO COUNTY CALIFORNIA

**MACKAY & SOMPS**

ENGINEERS PLANNERS SURVEYORS  
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SHEET 5 OF 7

EXHIBIT 3.8

BACKBONE INFRASTRUCTURE  
AND BACKBONE LANDS

SACRAMENTO COUNTY CALIFORNIA

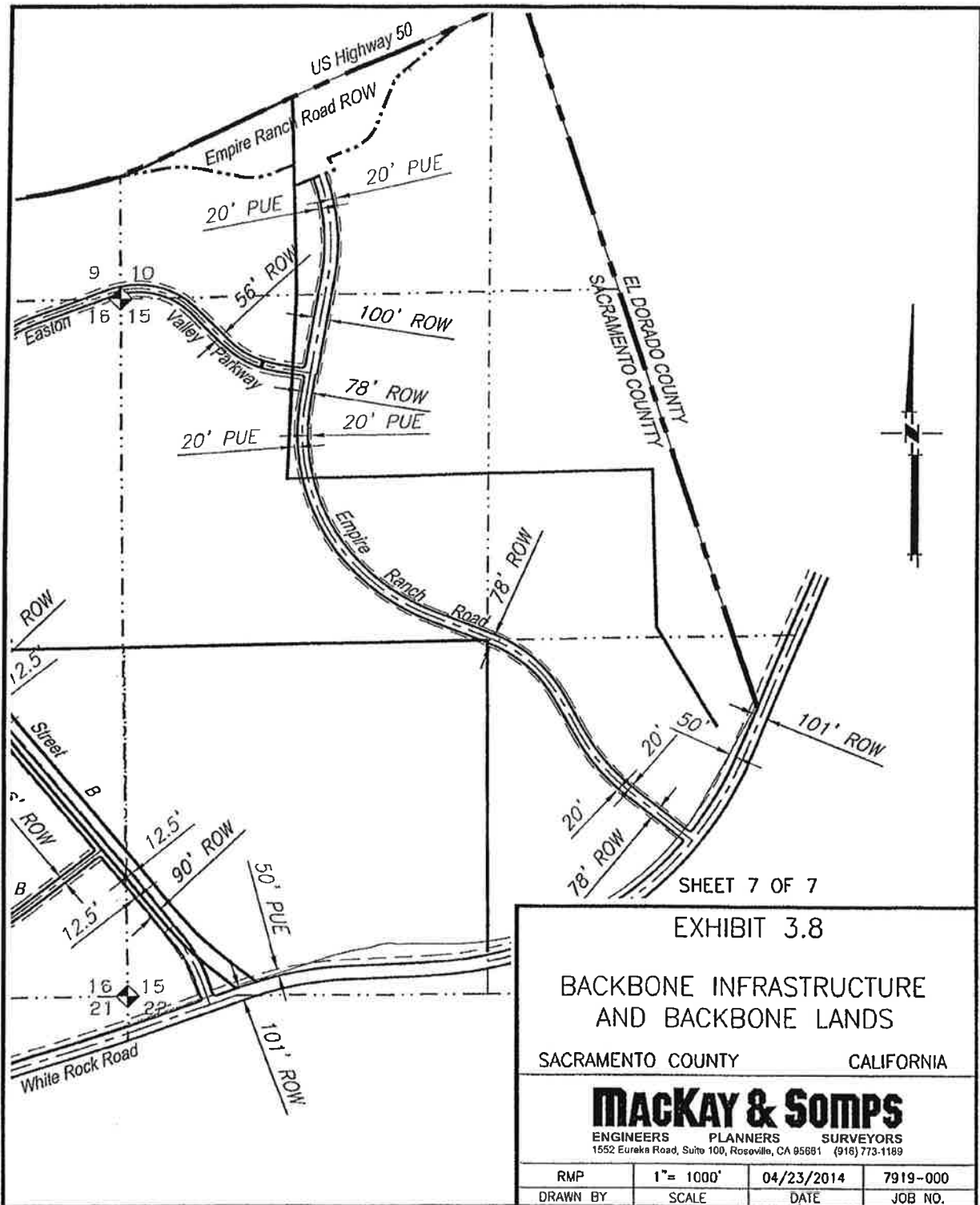
**MACKAY & SOMPS**

ENGINEERS PLANNERS SURVEYORS  
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

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Exhibit 4.2.1

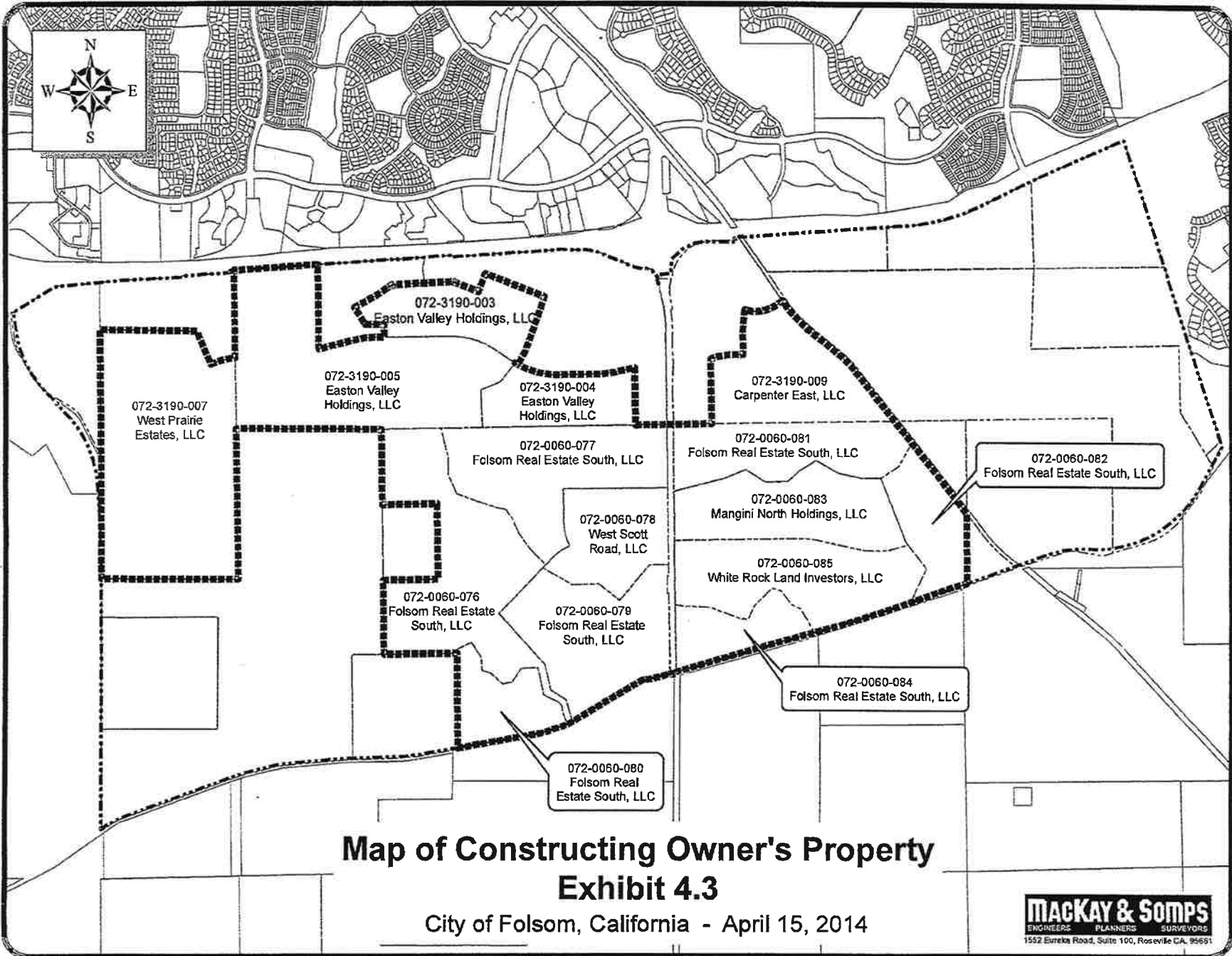
List of Advancing Owners and Reimbursing Owners for Advance Planning Cost

**Advancing Owners:**

Folsom Real Estate South, LLC APN(s): 072-0060-076, -077, -079, -080, -081, -082 & -084
White Rock Land Investors, LLC APN(s): 072-0060-085
Mangini North Holdings, LLC APN(s): 072-0060-083
West Scott Road, LLC APN(s): 072-0060-078
TNHC Russell Ranch, LLC APN(s): 072-0070-032 & 072-0270-138
Eagle Office Properties, LLC APN(s): 072-3190-002 & -006
Eagle Commercial Properties, LLC APN(s): 072-3190-001 & -008
Carpenter East, LLC APN(s): 072-3190-009
Easton Valley Holdings, LLC APN(s): 072-3190-003, -004 & -005
West Prairie Estates APN(s): 072-3190-007
Aerojet Rocketdyne, Inc. APN(s): 072-0060-073, -074 & -075
Easton Development Company, LLC APN(s): 072-0231-048
Gragg Ranch Recovery Acquisition LLC APN(s): 072-0070-006
Arcadian Heights, LLC APN(s): 072-0070-021 (ptn)
Folsom Heights, LLC APN(s): 072-0270-001, -028 & 072-0070-023

**Reimbursing Owners:**

Michelle M. Carr, Trustee of the Michelle M. Carr 2012 Trust Melissa A. Barron APN(s): 072-0060-012
Elliott Homes APN(s): 072-0270-030
Zarghami & Javanifard APN(s): 072-0060-007



**Map of Constructing Owner's Property  
Exhibit 4.3**

City of Folsom, California - April 15, 2014



EXHIBIT 7.11

ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED TO:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO  
THE FOLSOM SPECIFIC PLAN AMENDED AND RESTATED TIER 1  
DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Landowner"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Assignee").

**RECITALS**

A. On \_\_\_\_\_, 2011, the City of Folsom and Landowner entered into that certain agreement entitled "First Amended and Restated Tier 1 Development Agreement By and Between The City of Folsom and [Landowner Name] Relative to Folsom Specific Plan (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Landowner agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on \_\_\_\_\_, 2014 [Instrument No. \_\_\_\_\_].

B. Landowner intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel \_\_, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel"), or all of the Subject Property, as defined in the Development Agreement.

C. Landowner desires to assign and Assignee desires to assume all of Landowner's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.



ASSIGNMENT AND ASSUMPTION

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

1. Landowner hereby assigns, effective as of Landowner conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel. Landowner retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Landowner.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Landowner as the "Landowner" under the Development Agreement with respect to the Assigned Parcel. Assignee acknowledges and agrees that the assumption of Landowner's rights and obligations under the Development Agreement includes, without limitation, the waiver by Assignee under Section 5.3 of the Development Agreement of all claims for damages against the City for breach of the Development Agreement.

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

3. Notification to the City of Folsom is required by the Development Agreement Transferring Landowner shall provide notice, prior to the transfer to:

City of Folsom  
City Manager  
50 Natoma Street  
Folsom, California 95630

4. The Notice Address described in Article 7 of the Development Agreement for the Landowner with respect to the Assigned Parcel shall be:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

5. No assignment shall be permitted if there are any outstanding payment obligations to the City by the Landowner until such delinquency is satisfied or the parties enter into a payment or performance agreement in a form approved by the City Attorney.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

LANDOWNER:

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_