

Folsom City Council Staff Report

MEETING DATE:	6/22/2021
AGENDA SECTION:	Consent Calendar
SUBJECT:	<p>Folsom Ranch Medical Center Development Agreement Amendment – Northeast corner of East Bidwell Street and Alder Creek Parkway (PN 20-193)</p> <p>i. Ordinance No. 1314 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Dignity Health relative to the Folsom Ranch Medical Center Project (Second Reading and Adoption)</p>
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Move to Adopt Ordinance No. 1314 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Dignity Health relative to the Folsom Ranch Medical Center Project (Second Reading and Adoption)

BACKGROUND / ISSUE

On May 19, 2021, the Planning Commission held a public hearing to consider a request from Dignity Health for adoption of an Addendum to the Folsom Plan Area Specific Plan EIR/EIS and approval of a Planned Development Permit, Conditional Use Permit, and Development Agreement Amendment for development of a 530,000-square-foot medical center (Folsom Ranch Medical Center) on a 27.44-acre site located at the northeast corner of the intersection of East Bidwell Street and Alder Creek Parkway within the Folsom Plan Area.

The Planning Commission adopted a motion (7-0-0-0) to adopt the Addendum to the FPASP EIR/EIS, approve a Planned Development Permit, and approve a Conditional Use Permit for

the Folsom Ranch Medical Center project. The Commission also moved to recommend that the City Council Approve Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement Relative to the Folsom South Specific Plan for the Folsom Ranch Medical Center project.

On June 8, 2021, the City Council reviewed a proposal from Dignity Health for approval of a Development Agreement Amendment (Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Dignity Health) associated with the Folsom Ranch Medical Center Project. The City Council expressed their full support for the Development Agreement Amendment and voted (5-0-0) to introduce and conduct the first reading of Ordinance No. 1314 (An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Dignity Health relative to the Folsom Ranch Medical Center Project). No changes have been made to the ordinance since first reading.

The applicant is requesting approval of a Development Agreement Amendment to the First Amended and Restated Tier 1 Development Agreement to incorporate in the definition of “entitlements” that are vested the entitlements requested by the project applicant including the Planned Development Permit, the Planned Development Guidelines, the Conditional Use Permit, and the Site Plan. The Development Agreement Amendment is also intended to account for the longer construction timeline for the project, memorialize agreements relative to project site access, memorialize agreements relative to water infrastructure and connections, memorialize agreements relative to street and landscape frontage maintenance, memorialize agreements relative to preparation for the future Class I trail, and acknowledge the potential for future modifications to the Medical Center that may be required by the California Office of Statewide Health Planning and Development.

POLICY / RULE

As set forth in the State Planning and Zoning Law, approval of, or amendments to, a Development Agreement is a legislative act which requires approval by the City Council following review and recommendation by the Planning Commission.

ANALYSIS

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 aforementioned development agreements were assigned by Eagles Commercial Partners, LLC to Dignity Health when the subject property

was purchased in June of 2020. The applicant is proposing Amendment No. 2 to the First Amended and Restated Development Agreement by and between the City of Folsom and Dignity Health.

The applicant is requesting to further amend the Development Agreement to incorporate in the definition of “entitlements” the entitlements considered and approved by the Planning Commission: Planned Development Permit, Planned Development Guidelines, Conditional Use Permit, and the Site Plan. The Development Agreement amendment also seeks to take into account the longer construction timeline for the project, memorialize agreements relative to project site access, memorialize agreements relative to water infrastructure and connections, memorialize agreements relative to frontage landscaping and maintenance, memorialize agreements relative to preparation for the future Class I trail, and acknowledge the potential for future modifications to the Medical Center that may be required by the California Office of Statewide Health Planning and Development.

One of the primary purposes of this Development Agreement amendment is to provide flexibility in the approval and term for subsequent entitlements, specifically in relation to development of the Folsom Ranch Medical Center. Staff has determined that this flexibility is warranted because development of the Medical Center presents significant benefits to the City and the region and there are unique characteristics in the buildout of the Medical Center buildings and related structures including all of the following:

- Development of the Medical Center 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 hospital building design which may result in required changes to the design of the Medical Center buildings and related structures;
- The Medical Center will generate significant employment and other economic benefits to the City;
- The Medical Center 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 Medical Center buildings and related structures; and
- The status of Landowner as a nonprofit public benefit corporation.

In light of the unique circumstances associated with the proposed Medical Center referenced above, the term of the Development Agreement amendment is proposed to be extended to June 30, 2056 or until the 530,000-square-foot Medical Center has been built out, whichever is later.

As mentioned previously, the Development Agreement amendment also seeks to address issues related to site access, agreements relative to water infrastructure and connections, agreements relative to street lighting and landscape frontage maintenance, and agreements relative to preparation for the future Class I trail. City staff has conducted a thorough review of the proposed modifications to the Development Agreement and is supportive of the Development Agreement amendment as proposed by the applicant.

FINANCIAL IMPACT

No financial impact is anticipated with approval of the Development Agreement amendment associated with the Folsom Ranch Medical Center Project as the project will not result in any change in the total amount of commercial square footage or residential unit count within the Folsom Plan Area.

ENVIRONMENTAL REVIEW

An Addendum to the Final EIR/EIS for the Folsom Plan Area Specific Plan was previously approved for the Folsom Ranch Medical Center project in accordance with the California Environmental Quality Act. The Development Agreement Amendment does not result in substantial changes to the project, and no additional environmental review is required.

ATTACHMENTS

1. Ordinance No. 1314 - An Uncodified Ordinance of the City of Folsom Approving Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement between the City of Folsom and Dignity Health relative to the Folsom Ranch Medical Center Project (Second Reading and Adoption)
2. Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Dignity Health relative to the Folsom Ranch Medical Center Project

Submitted,



PAM JOHNS
Community Development Director

ATTACHMENT 1

ORDINANCE NO. 1314

**AN UNCODIFIED ORDINANCE OF THE CITY OF FOLSOM APPROVING
AMENDMENT NO. 2 TO THE FIRST AMENDED AND RESTATED TIER 1
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FOLSOM AND DIGNITY
HEALTH RELATIVE TO THE FOLSOM RANCH MEDICAL CENTER PROJECT**

WHEREAS, a Final Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan was prepared and certified by the City Council on June 11, 2011, and the Sacramento Local Agency Formation Commission approved the City's annexation of the Folsom Plan Area on January 18, 2012; and

WHEREAS, pursuant to the authority in Sections 65864 through 65869.5 of the Government Code, the City Council, following a duly notified public hearing on June 28, 2011, approved the Tier 1 Development Agreement relative to the Folsom South Specific Plan (Tier 1 DA) for the development of the Folsom Plan Area by adopting Ordinance No. 1149 on July 12, 2011; and

WHEREAS, the City Council, following a duly noticed public hearing on May 27, 2014, approved a request to amend the Tier 1 DA to the development of the Westland/Eagle Project by approving a First Amended and Restated Tier 1 Development Agreement (ARDA) between the City and the developer of the Westland/Eagle Project, Eagle Commercial Partners, LLC, by adopting Ordinance No. 1204 on June 10, 2014; and

WHEREAS, the City Council, following a duly noticed public hearing on September 22, 2015, approved a request to amend the ARDA to the development of the Westland/Eagle Project by approving Amendment No. 1 to ARDA between the City and the developer of the Westland/Eagle Project, Eagle Commercial Partners, LLC, by adopting Ordinance No. 1237 on October 13, 2015; and

WHEREAS, the proposed Folsom Ranch Medical Center Project consists of the development of a 530,000-square-foot medical center on a 27.44-acre site located at the northeast corner of the intersection of East Bidwell Street and Alder Creek Parkway within the Folsom Plan Area; and

WHEREAS, the City and the landowner/developer of the Folsom Ranch Medical Center Project desire to further amend the ARDA in order to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the project; and

WHEREAS, the Planning Commission, at its regular meeting on May 19, 2021, considered Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Dignity Health relative to the Folsom Ranch Medical Center project **at a duly noticed public hearing** as prescribed by law, and recommended that the City Council approve said Amendment No. 2; and

WHEREAS, all notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.

NOW, THEREFORE, the City Council of the City of Folsom hereby does ordain as follows:

SECTION 1 FINDINGS

- A. The above recitals are true and correct and incorporated herein by reference.
- B. The Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Dignity Health consistent with the objectives, policies, general land uses and programs specified in the City's General Plan and the Folsom Plan Area Specific Plan.
- C. The 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.
- D. The Amendment No. 2 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.
- E. The Amendment No. 2 will not adversely affect the orderly development of property or the preservation of property values.
- F. The Amendment No. 2 has been prepared in accordance with, and is consistent with, Government Code Sections 65864 through 65869.5, and City Council Resolution No. 2370.
- G. All notices have been given at the time and in the manner required by State Law and the Folsom Municipal Code.
- H. The Amendment No. 2 is consistent with the Environmental Impact Report/Environmental Impact Statement for the Folsom Plan Area Specific Plan certified by the City Council on June 11, 2011 and the 2021 Folsom Ranch Medical Center Addendum, which are incorporated herein by reference. None of the events in Sections 15162 and 15163 of the CEQA Guidelines exists which warrant the preparation of a subsequent EIR or supplemental EIR.

SECTION 2 APPROVAL OF AMENDMENT TO DEVELOPMENT AGREEMENT

The Mayor is hereby authorized and directed to execute the Amendment No. 2 to the First Amended and Restated Tier 1 Development Agreement by and between the City of Folsom and Dignity Health on behalf of the City after the effective date of this Ordinance.

SECTION 3 SEVERABILITY

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

SECTION 4 EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

This Ordinance was introduced and the title thereof read at the regular meeting of the City Council on June 8, 2021 and the second reading occurred at the regular meeting of the City Council on June 22, 2021.

On a motion by Council Member _____ seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 22nd day of June 2021, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2

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)

**AMENDMENT NO. 2 TO
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT
AGREEMENT
RELATIVE TO FOLSOM SOUTH SPECIFIC PLAN
(DIGNITY HEALTH)**

**AMENDMENT NO. 2 TO
FIRST AMENDED AND RESTATED TIER 1 DEVELOPMENT AGREEMENT
RELATIVE TO FOLSOM SOUTH SPECIFIC PLAN
(DIGNITY HEALTH)**

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 Dignity Health, a California nonprofit public benefit corporation (“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. Conveyance of Property to Landowner and Assignment of Development Agreement. Predecessor in Interest conveyed the Property to its affiliate, Enclave at Folsom Ranch, LLC (“Predecessor Affiliate”) which in turn conveyed the Property identified by legal description on **Exhibit A-1** and depicted on **Exhibit A-2** to Landowner on June 5, 2020. Concurrently with such conveyance, Predecessor in Interest entered into an Assignment and Assumption Agreement Relative to The Folsom South Specific Plan Amended and Restated Tier 1 Development Agreement, pursuant to a form approved and required by the City, recorded on June 5, 2020, in the Official Records of the County Recorder of Sacramento County as Document Number 202006050658 (“Assignment and Assumption Agreement”). The Assignment and Assumption Agreement transferred all rights, title, interest, burdens and obligations of the

Predecessor in Interest under the Development Agreement with respect to the Property to Landowner.

C. Prior City Determinations and Approvals Relative to the Property. The Property is identified as "Parcel 1" on a Parcel Map approved by the City Planning Commission on December 4, 2019 (PN 19-389). Parcel 1 is one of four parcels created by the subdivision of the property identified as Parcel 85A in the Specific Plan. The Final Parcel Map including Parcel 1 was approved by the City Council and thereafter filed for record on May 22, 2020 in Book 240, Page 13 of Parcel Maps, Sacramento County. Prior to approval of the subdivision of Parcel 85A, on March 17, 2020, the Community Development Director for the City issued approval of a Minor Administrative Modification ("MAM") associated with Parcels 61, 77, 78, and 85A (PN 20-003). The MAM provided for the transfer of certain residential units and gross square footage within the four parcels and remains in effect. The Community Development Director thereafter issued a second letter on April 1, 2020, confirming that Table A-7 of the Specific Plan contained a clerical error regarding allowed land uses for General Commercial (GC) and Regional Commercial (RC) for several parcels, including Parcel 85A (hereafter the "Table A-7 Correction"). The allowed land uses in the Table A-7 Correction remain in effect.

D. Subsequent Entitlements. On May 19, 2021, the City Planning Commission, in a duly noticed and conducted public hearing, approved the Subsequent Entitlements for the Development of the Property as follows:

1. Planned Development Permit (including the Site Improvements and all Amendments to the Planned Development Permit submitted and considered as of the date of the hearing).
2. Planned Development Guidelines.
3. Conditional Use Permit.
4. Site Plan, as depicted on **Exhibit B** (Except parcels marked "Future Multifamily Housing" and "Future Hotel." Other than the Site Improvements, development on Parcels marked "Future Multifamily Housing" and "Future Hotel" (Parcels 2-4 on Exhibit A-2) are not part of the Subsequent Entitlements and shall not be vested).

The Planning Commission further recommended for approval by the City Council of this Amendment No. 2 to the Development Agreement.

E. Purpose of Amendment; Findings Related to Medical Center. Landowner is processing Subsequent Entitlements for the Development of the Property for comprehensive medical uses, specifically two medical office buildings, an acute care hospital and related structures (as further defined in Section 1.3 of this Amendment No.

2 and hereafter the "Medical Center"). Landowner has requested that the Subsequent Entitlements, including the Conditions of Approval related thereto, as approved by the City, be included in the definition of Entitlements as that term is used throughout the Development Agreement, pursuant to Section 1.5.3 of the Development Agreement. The City and Landowner also intend to amend certain provisions of the Development Agreement to allow for flexibility in the approval of and term for the Subsequent Entitlements, specifically in relation to the development of a Medical Center. The City Council has determined that flexibility is required for the Subsequent Entitlements because development of the Medical Center presents significant benefits to the City and the region and unique characteristics in the buildout of the Medical Center buildings and related structures, as follows:

1. Development of the Medical Center 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;
2. The California Office of Statewide Health Planning and Development ("OSHPD") is required to approve the hospital building design which may result in required changes to the design of the Medical Center buildings and related structures;
3. The Medical Center will generate significant employment and other economic benefits to the City;
4. The Medical Center will provide needed expansion of access to health care services for the City and other jurisdictions in the region;
5. A significant capital investment is required for the Medical Center buildings and related structures; and
6. The status of Landowner as a nonprofit public benefit corporation.

F. Property. The subject of this Amendment No. 2 is the Development of the Property, as defined in Section 1.3. Landowner owns the Property and represents that all persons holding legal or equitable interests in the Property shall be bound by this Amendment No. 2 and the Development Agreement.

G. Hearings. On May 19, 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 June 8, 2021, the City Council, in a duly noticed and conducted public hearing, conducted the first reading of Ordinance No. 1314 and approved this Amendment No. 2, and thereafter conducted the second

reading of Ordinance No. 1314 at a duly noticed regular meeting of the City Council on June 22, 2021 and adopted the Ordinance approving this Amendment No. 2.

H. Environmental Review. On May 19, 2021, the Planning Commission considered the Environmental Checklist and Addendum Dignity Health Folsom Ranch Medical Center (the "Addendum") to the Specific Plan EIR/EIS for Development of the Property consistent with the Specific Plan. An Initial Study prepared in support of the Addendum identified mitigation measures to reduce environmental impacts to less than significant, and those mitigation measures have been incorporated into the Project and the Subsequent Entitlements, as reflected by the findings adopted by the Planning Commission in connection with the approval of the Subsequent Entitlements and 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 1.2 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 Restated Development Agreement and also referenced in Section 1.5.3 of the Restated Development Agreement and later updated by Amendment No. 1 is amended to include the following:

- a. The MAM approved by the Community Development Director on March 17, 2020.
- b. The Table A-7 Correction issued by the Community Development Director on April 1, 2020.

- c. The Planned Development Permit (including the Site Plan for Parcel 1 and all amendments to the Planned Development Permit and Planned Development Guidelines); the Conditional Use Permit; the Planned Development Guidelines and this Amendment No. 2 approved by the Planning Commission and the City Council on May 19, 2021 and June 22, 2021 respectively.
- d. Landowner acknowledges and agrees that, in addition to design features described in the Planned Development Guidelines and approved by the Planning Commission as described in Recital D, supplementary design detail for individual buildings, related structures and the heliport will be presented to the City as required by the Specific Plan and the Folsom Municipal Code by Landowner for review and approval by the City. As this additional design detail is presented to the City, Landowner shall prepare Design Guidelines for the Medical Center for review and approval by the City, which may be updated as phases of Development of the Project continue. Upon approval of the Design Guidelines by the City (or sections thereof being amended and approved by the City from time to time), such Design Guidelines shall be a Subsequent Entitlement without the necessity of further amendment to this Amendment No. 2 or the Development Agreement.

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

“Adopting Ordinance” means Ordinance No. 1314, dated June 22, 2021, approving this Amendment No.2.

“Addendum” means the Environmental Checklist and Addendum, Dignity Health Folsom Ranch Medical Center, dated April 2021.

“Conditional Use Permit” means the Conditional Use Permit approved by the City pertaining to the Project.

“Design Guidelines” means the design guidelines for the Medical Center approved by the City, and thereafter to be applied by the City to guide and evaluate the design of the Medical Center.

“Effective Date” means the date which is thirty (30) calendar days after the date of the Ordinance approving this Amendment No. 2.

“Environmental Analysis” means the Addendum and the Previous Environmental Analyses listed in Section 1.2 of the Addendum.

“Landowner” means Dignity Health, a California nonprofit public benefit corporation.

“Planned Development Permit” and “Planned Development Guidelines” include the Planned Development Permit and Planned Development Guidelines approved by the Planning Commission pertaining to the Project.

“Medical Center” means the buildings and related structures, including but not limited to the hospital and two medical office buildings, in which health care, research, staff support and ancillary services are provided (including the heliport) both temporary or permanent buildings or structures, and whether considered supportive or ancillary that are identified on the Planned Development Permit and described in the Planned Development Guidelines and the Conditional Use Permit.

“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 Medical Center and Site Improvements included in the Planned Development Permit 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**.

“Site Improvements” means the grading, infrastructure and off-site improvements identified in the Planned Development Permit Guidelines.

“Square Footage” for purposes of the Medical Center shall mean “Occupied Square Footage,” as that term is defined and described in the Planned Development Permit and the Planned Development Guidelines, as distinct from building gross square footage.

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

“Technical Memorandum” shall mean the PA Parcel 85A Zone Supplemental Analysis dated April 28, 2021 prepared in conjunction with the Environmental Analysis that determined the appropriate water infrastructure connection for water services to the Property.

“Traffic Study” means the traffic analysis prepared and included in the Addendum titled Final Local Transportation Analysis & CEQA Impact Study, dated April 23, 2021 and the Local Transportation Analysis & CEQA Impact Study Errata dated April 29, 2021.

“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.** In light of the unique circumstances identified in Recital E of this Amendment No. 2, the Term of the Development Agreement and this Amendment No. 2 are extended to June 30, 2056, or until 530,000 occupied square feet has been built out, whichever is later. All other provisions of Section 1.4.1 of the Restated Development Agreement remain in full force and effect. Landowner may request an additional extension pursuant to Section 1.4.1 of the Restated Development Agreement.

5. **Section 1.6 –Changes to the City’s Inclusionary Housing Ordinance** in Amendment No. 1 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. Both Parties acknowledge that the Project is for medical uses and not residential housing. However, in light of the allowed uses under the Specific Plan, City has requested that Landowner acknowledge, and Landowner hereby acknowledges, 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 Restated 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, set backs, Square Footage (as defined in Section 1.3 and calculated based on Occupied Square Footage and not building gross square footage), heliport location and approach, all signage approved in the Subsequent Entitlements (inclusive of spiritual symbolism), 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, the Subsequent Entitlements, the Development Agreement and this Amendment No. 2. The permitted uses of the Property shall also include the types of buildings and related structures within the definition of Medical Center and as identified in the Subsequent Entitlements that are ancillary to the development of the Medical Center or the provision of medical services, including but not limited to concrete pads, trailers and structures or facilities that may be necessary for emergency (e.g., pandemic) services (including, but not limited to, tents), as long as they are identified in the Site Plan attached hereto as **Exhibit B**. Any temporary structures that are not identified in the Site Plan shall be processed through City administrative processes, with recognition given to the expedited review that may be necessary for temporary structures to address emergency purposes (including but not limited to pandemics).

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 Restated Development Agreement, Amendment No. 1, and this Amendment No. 2, 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 Restated Development Agreement, Amendment No. 1 and this Amendment No. 2 include the land uses, utility connections and water (subject to the provisions of Sections 4.6 of the Restated Agreement and Section 4.6.1 of this Amendment No. 2), approximate acreages and Site Plan for the Property as shown and described in **Exhibits A-2 and B** attached hereto. 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 – Vested Provisions of the PFFP. No changes.

Section 2.2.2 - Vested Provisions of the Specific Plan. In addition to the provisions of Section 2.2.2(A)-(C) of the Restated Development Agreement, as modified by Amendment No. 1, the following shall apply to the Property:

- D. Notwithstanding the provisions of Section 2.2.2(C) of Amendment No. 1, the street width and roadway sections for McCarthy Way and Mercy Way as approved in the Planned Development Permit and the Planned Development Guidelines, as well as all internal road widths for the Medical Center shall be vested for the Term of this Amendment No. 2, except that the City reserves all rights to add turn lanes, deceleration tapers and other necessary traffic improvements to accommodate safe vehicular access to the Medical Center in the future that have been analyzed and approved

in the Traffic Study or in a technical traffic analysis approved by the Planning Commission or City Council in connection with another project (either public or private).

- E. The Specific Plan identifies a route for Bus Rapid Transit (“BRT”), which as of the Effective Date would be constructed and operated by Sacramento Regional Transit (“Sac RT”). The route identified for BRT has been considered in the Traffic Study, and the Subsequent Entitlements, including the Conditions of Approval, take into account the location for BRT identified in the Specific Plan. If Sac RT proposes any modifications to the location of BRT or location of a bus stop on the Property, the City agrees to (a) notify Landowner, (b) work in good faith with Landowner on any modifications to the location of BRT or a bus stop that may impact the Medical Center, and (c) notify Sac RT that the Subsequent Entitlements are vested pursuant to the terms of this Amendment No. 2.

Sections 2.2.3 – 2.2.8 Exceptions to Vested Rights. No changes, except for the addition of Section 2.2.9 as an Exception to Vested Rights, as follows:

Section 2.2.9 – Intersection Controls at Alder Creek Parkway and McCarthy Way. The Planned Development Permit proposes a non-standard traffic signal (i.e., 700-foot signal spacing) at the left turn access to the Medical Center at the intersection of Alder Creek Parkway and McCarthy Way as depicted on **Exhibit C** to this Amendment No. 2. The Environmental Analysis concluded, based on the Traffic Study, that no significant environmental impacts would result from 700-foot signal spacing proposed by Landowner for a traffic signal at this intersection, although this spacing does not meet City design standards and is not reflected in the Specific Plan. City acknowledges that Landowner proposes to install the proposed signal concurrent with development of Phase 4 (second addition of 100 beds) of Project development and no sooner (unless traffic conditions require earlier installation), and City requires an updated analysis prior to final approval of installation of the traffic signal to identify any impacts to the Specific Plan transportation system. Subject to the specific requirements of Condition of Approval Nos. 41 and 42, Landowner will prepare a supplemental traffic study no later than one year before the proposed installation of the traffic signal for City review and evaluation. The supplemental traffic study shall evaluate the traffic impacts associated with the installation of a traffic signal at Alder Creek Parkway and McCarthy Way. If the supplemental traffic study concludes that there is no significant traffic operational impact, the traffic signal may be installed by Landowner pursuant to the Conditions of Approval and consistent with technical specifications as approved by the City Engineer. For purposes of this section, “traffic operational impact” shall mean and include an environmental impact under CEQA, a safety impact, an impact to BRT, or an impact that results in unacceptable delays to an adjacent street. If the Traffic Study identifies any significant traffic operational impacts that can be mitigated and the

Landowner desires to install the traffic signal, the City will identify the required mitigation and the Landowner shall install the traffic signal along with the required mitigation. In the event the supplemental traffic study identifies any significant traffic operational impact that cannot be mitigated, the City will advise the Landowner and the traffic signal shall not be installed, and the intersection configuration approved as part of the Subsequent Entitlements shall remain in place. Any other modifications proposed by Landowner shall be subject to appropriate environmental review, City approval, and compliance with applicable City standards. If City determines that the left turn access to the Medical Center at the intersection of Alder Creek Parkway and McCarthy Way must be discontinued for any reason, City shall (a) advise Landowner of the City's intention to discontinue access, (b) provide Landowner with a reasonable opportunity to comment on the City's determination to discontinue access, including an appeal to the City Council, and (c) consider the impact on safe and efficient public access to the hospital and emergency services, including any evidence Landowner may provide to City with respect to increased driving times.

Section 2.2.10 – Class 1 Bicycle Path. Landowner acknowledges that it is responsible for rough grading and installation of the 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, and that said work shall be completed no later than the issuance of a building permit on the second expansion of the hospital, identified as Phase 4 and is anticipated to occur in approximately 2034. The Landowner and the City will cooperate on timing of the grading for the proposed Class 1 Bicycle Path and construction of the retaining wall to coincide with phased construction of the Project, which may occur earlier than Phase 4 if the City has identified funding (as defined below) for the Class I Bicycle Path prior to Phase 4. The City agrees that the design of the Class 1 Bicycle Path shall impact no more than five (5) parking spaces, and further that Landowner shall be relieved of the aforementioned obligation should the City amend the Specific Plan to relocate the Class 1 Bicycle Path, or if the City shall not have identified funding for construction of said the Class 1 Bicycle Path across the Property and the connection to East Bidwell Street at the time of issuance of a building permit on the second expansion of the hospital for Phase 4. For purpose of this section, "identified funding" shall mean either: (1) the Class 1 Bicycle Path is incorporated into a subsequent project to widen the East Bidwell Overcrossing structure of US Highway 50 or (2) the submission or application for federal, state or other grants which, together with the City's available matching funds, would be sufficient to construct the Class 1 Bicycle Path across the Property and the connection to East Bidwell Street.

8. **Section 3.5 – EIR Mitigation Measures.** Notwithstanding any other provision in the Restated Development Agreement or Amendment No. 1, as amended hereby, as and when Landowner elects to Develop the Property, or any portion of the Property, Landowner shall be bound by, and shall perform, or cause to be performed, all

mitigation measures contained in the Specific Plan EIR/EIS, the Addendum, the Backbone Infrastructure IS/MND, and any environmental mitigation measures referenced therein applicable to the Development of the Property. The City acknowledges that Landowner has entered into a contractual agreement with Predecessor's Affiliate, which requires that the Site Improvements and related mitigation measures identified in **Exhibit D** attached hereto shall be completed by the Predecessor's Affiliate. Landowner acknowledges that the Site Improvements are Conditions of Approval and, as such, are incorporated into the Subsequent Entitlements and are required for completion pursuant to the timing identified in the Conditions of Approval.

9. **Additions to Development Agreement.** Landowner acknowledges and confirms the Additions to Restated Development Agreement provided for in Section 2 of Amendment No. 1. The following Sections are also added to the Development Agreement as follows:

a. **Section 3.9.2.1 - Phasing of In-Tract Improvements.** The City acknowledges that the Medical Center will be constructed in numerous phases, with the timing and order of phases to be at the discretion of Landowner. The required in-tract improvements for development of the Medical Center shall be phased along with the specific building phases that trigger the need for in-tract improvements, as provided for in the Conditions of Approval for the Subsequent Entitlements.

b. **Section 3.9.3 – Design Review.** Landowner has provided some information related to design of the Medical Center in the Planned Development Guidelines, but acknowledges that additional design review for the two medical office buildings and the hospital is required, and that Landowner shall submit to the City for review and approval by the Planning Commission the design of the buildings and related structures that comprise the medical office buildings and/or hospital prior to construction of any permanent building. The approved building design(s) may be phased, but each phase shall be incorporated into the Design Guidelines that govern the design of the Medical Center.

c. **Section 4.1.1 – City Cooperation in Connection with State OSHPD Approval of Hospital Building Design and Review by Other Agencies.** In addition to the requirements of good faith cooperation and other provisions of Section 4.1 of the Development Agreement, the City acknowledges that Landowner will be required to obtain approval of the design of the hospital building by State OSHPD and will also be required to obtain approvals for components of the Medical Center (including but not limited to the heliport) from Caltrans, Sacramento County and other federal, state or regional agencies. This approval may result in required changes to, among other things, building structure, fenestration, awnings, set backs, and other physical features of the hospital building and/or layout of the Project on the Property. The City shall evaluate and process any such modifications pursuant to the MAM procedure in the Specific Plan if such modification qualifies to be processed through the MAM procedure,

but reserves the right to process any such changes required by such agencies through the Planning Commission and/or the City Council, with appropriate notification to the approval body of the mandatory requirements imposed by such agencies.

d. **Section 4.6.1 – Water Supply.** The City, through approval of the Subsequent Entitlements, has made a finding pursuant to Folsom Municipal Code section 17.38.100(D) of the “availability of necessary public facilities including, but not limited to, water, sewage and drainage and the adequacy of the provision which the development makes for the furnishing of such facilities.” While the City retains the ability pursuant to Section 4.6 of the Restated Development Agreement to “address water shortages on a citywide basis,” the City acknowledges Landowner’s reliance upon the finding of the availability of necessary water to serve the Medical Center, as confirmed in the Addendum for the Project. The City based this determination upon the technical analysis supporting the Addendum regarding water demand for the Project and the conclusion from this technical analysis that the increased water demand estimated at 126 acre feet per year for the Project would remain within the 5,600 acre-feet per year available for the Specific Plan. A graphic included in the Addendum depicting the water supply for the Project is attached hereto as **Exhibit E.** City acknowledges that the estimate of water supply for the Project is now included in the baseline analysis of water usage for the Specific Plan. The City further acknowledges that Landowner will provide essential medical services throughout the Medical Center and that, in the event of a water shortage, the City will take into account the water requirements for essential medical services in any future action that may be necessary to address water shortages. Any disruption in water supply imposed by the State or the City that prevents Landowner from constructing any portion of the Medical Center shall provide a basis for an extension to the Term of this Amendment No. 2 for the same period that such disruption in water supply exists, subject to approval by the City Council.

e. **Section 4.6.2 – Water Infrastructure.** The City, through approval of the Subsequent Entitlements and consideration of a Technical Memorandum titled “PA Parcel 85A Zone Supplemental Analysis” dated April 28, 2021, provided in support of the Addendum, has determined that the water infrastructure for the Medical Center will be provided through “Zone 4,” as that Zone is identified in Figure 12.1 of the Specific Plan, and the landowner shall pay all costs and expenses for piping, and tank size expansion from 2 million gallons to 2.6 million gallons, and construction to connect water from Zone 4 to the Medical Center. On a temporary basis, until the completion of the Zone 4 infrastructure, the water infrastructure for the Medical Center will be provided through Zone 5, as that Zone is identified in Figure 12.1 of the Specific Plan. Landowner bears all costs and expenses to connect water from Zone 5 to the Medical Center. Unless improvements or connections to Zone 4 are solely attributable to the hospital uses included in the Project, Landowner shall only be required to provide a fair-share contribution towards the construction of the Zone 4 infrastructure and may elect to participate in any special assessment/special tax funding mechanisms that are established by the City. Landowner shall coordinate with developers of other projects

that also use Zone 4 infrastructure to determine the amounts of their respective fair share contribution toward Zone 4 infrastructure.

f. **Section 4.10 – Commencement of Construction and Term of Planned Development Permit and Conditional Use Permit.** In light of the extended Term of this Amendment No. 2, the City agrees that the provisions of Folsom Municipal Code sections 17.38.110 and 17.60.060 related to expiration, revocation or abandonment of a Planned Development Permit or a Conditional Use Permit shall have no effect, and that the term of the Planned Development Permit and Conditional Use Permit are equal to the Term of this Amendment No. 2.

g. **Section 4.11 – Maintenance of Landscaping Frontage, Primary Gateway and Street Lights on Public Streets.** Subject to receipt of funding through a mutually agreeable financing mechanism, the City agrees to maintain the frontage landscaping improvements identified on **Exhibit F** and the streetlights on McCarthy Way and East Bidwell Street along frontage of the Property as identified on **Exhibit F**. Landowner acknowledges the identification of a “Primary Gateway” on Figure 2.2 of the Folsom Plan Area Community Design Guidelines and as further described in Section 2.2.1 of that document. City acknowledges that the installation of the Primary Gateway and maintenance of the Primary Gateway is included as an amenity in the Folsom Plan Area Community Design Guidelines and, as such, is not an individual obligation assigned to Landowner. City shall not require Landowner to bear more than a fair share of the cost of such design, installation and maintenance, and Landowner agrees to coordinate with developers of other projects in the Specific Plan to determine the amounts of their respective fair share contribution toward the design, installation and maintenance of the Primary Gateway. Notwithstanding the foregoing, City shall not be responsible for any costs to design, install, or maintain said Primary Gateway.

10. **Effect of Amendment.** This Amendment No. 2 amends, but does not replace or supersede, the Restated Development Agreement and Amendment No. 1. 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 Restated Development Agreement and Amendment No. 1 shall remain in full force and effect.

11. **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:

CommonSpirit Health
3200 N. Central Avenue, 23rd Floor
Phoenix, AZ 85012
Attention: System Senior Vice President, National Real Estate Services

With copies to:

CommonSpirit Health
3400 Data Drive
Rancho Cordova, CA 95670
Attention: National Real Estate Services

And

CommonSpirit Health
3200 N. Central Avenue, 23rd Floor
Phoenix, AZ 85012
Attention: Legal Team

12. **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. 1314 adopted by the City Council on the 22nd day of June, 2021.

CITY:

CITY OF FOLSOM
a municipal corporation

Michael Kozlowski, Mayor

APPROVED AS TO CONTENT:

Elaine Andersen, City Manager

APPROVED AS TO FORM:

Steven Wang, City Attorney

ATTEST:

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

LANDOWNER:

DIGNITY HEALTH
a California nonprofit public
benefit corporation

By: _____
Its: _____

APPROVED AS TO FORM:

Martha Clark Lofgren, Brewer
Lofgren LLP

EXHIBIT LIST

- A-1** Legal Description of the Property
- A-2** Depiction of Parcel 1 on Map
- B** Approved Site Plan
- C** Map Depicting Potential Future Signalized Access to Medical Center
- D** Improvements and Mitigation Measures to be Completed by Predecessor's Affiliate
- E** Project Water Supply
- F** Map Depicting McCarthy Way Lighting, Landscaping Frontage and Tentative Location of Gateway and Monument Signs

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

Situated in the City of Folsom, County of Sacramento, State of California and more particularly described as follows:

Parcel 1 of "PN 19-389 Parcel Map Parcel 85A", filed for record May 22, 2020, in Book 240 Page 13 of Parcel Maps, Sacramento County Records.

APN: 072-3190-046 (portion)

EXHIBIT A-2

DEPICTION OF PARCEL 1 ON RECORDED PARCEL MAP

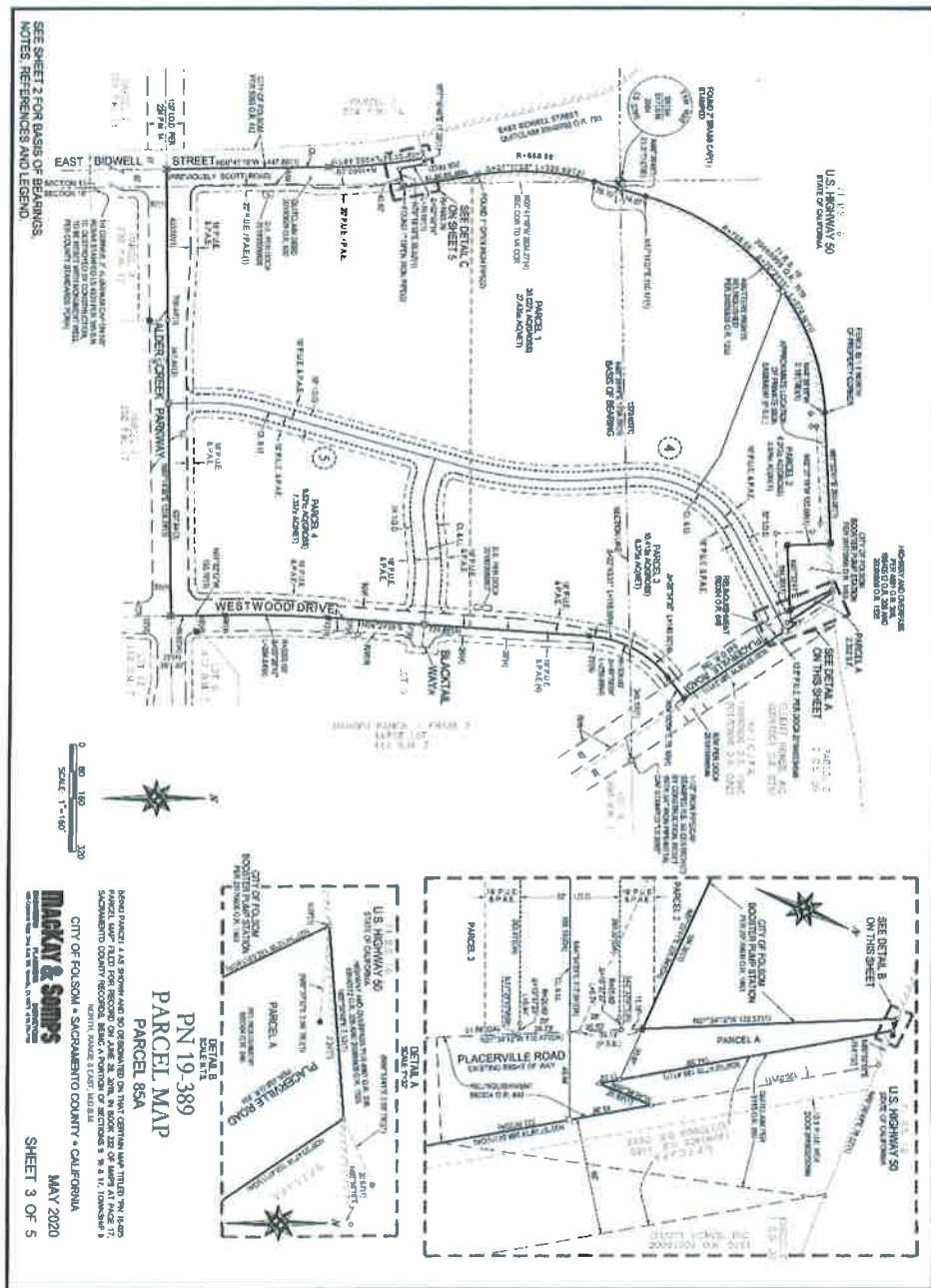


Exhibit A-2

EXHIBIT B SITE PLAN

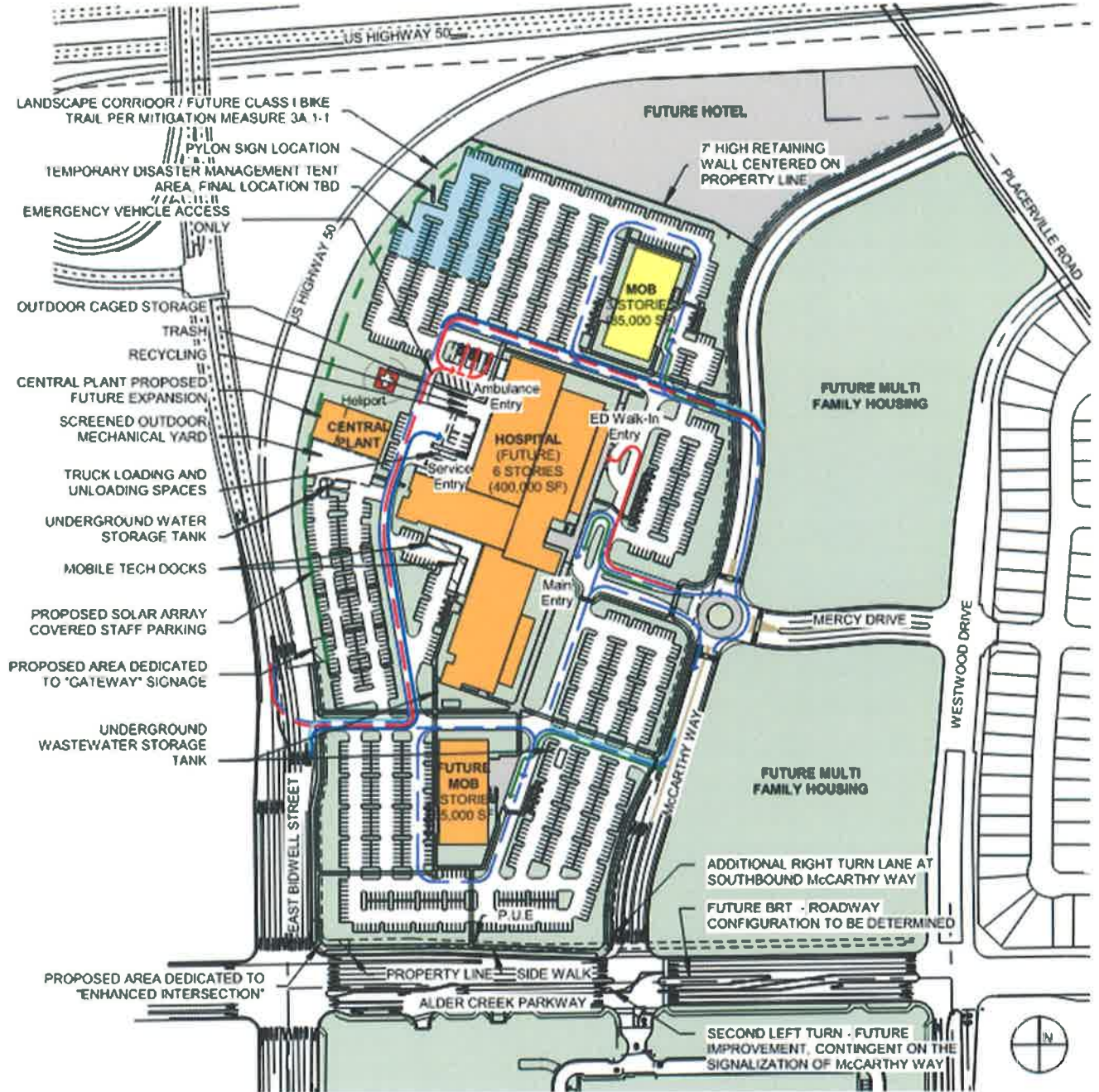



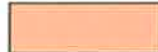
EXHIBIT B - SITE PLAN

Legend Follows on Next Page







Exhibit B

EXHIBIT B
SITE PLAN, CONTINUED

PHASE LEGEND

-  PHASE 1
-  FUTURE PHASE

CIRCULATION PATHS

-  FIRE ACCESS
-  SERVICES / MATERIALS
-  ED WALK-IN
-  AMBULANCE
-  VISITORS / PATIENT
-  EMPLOYEES

PROJECT INFORMATION

FUTURE: Acute Care Hospital = 400,000 SQFT
Medical Office Building = 130,000 SQFT

FUTURE TOTAL SQFT: 530,000 SQFT (OCCUPIED)

TOTAL DEVELOPMENT ACREAGE: 27.44 acres

OVERALL SITE ACREAGE: 31 acres

TOTAL INPATIENT BEDS: 300+ beds

PROPOSED BUILDING HEIGHT = 120' (6 LEVELS)

PROPOSED MAX FAR: .55

EXHIBIT B – SITE PLAN LEGEND

EXHIBIT C
FUTURE POSSIBLE SIGNALIZED ACCESS



EXHIBIT C - FUTURE POSSIBLE SIGNALIZED ACCESS

Exhibit C

EXHIBIT D
IMPROVEMENTS AND MITIGATION
MEASURES TO BE COMPLETED BY
PREDECESSOR'S AFFILIATE

1. Mass grading of Parcel 85A and adjacent roadways resulting in contour graded developable parcels and subgrade along roadway alignments.
2. Rough grading of a portion of Hydromodification Basin #8 (HMB#8) including the access road along the Savannah Parkway alignment and perimeter of the basin.
3. Rough Grading of a storm drain outfall swale from the western terminus of Alder Creek Parkway to the existing downstream waterway.
4. Excavation at a borrow site west of East Bidwell.
5. Roadway and Utility improvements along East Bidwell, Alder Creek Parkway, Westwood Drive, Placerville Road, McCarthy Drive and Mercy Way, including storm drain, sanitary sewer, potable and non-potable water, and dry utility infrastructure.
6. HMB#8 improvements including a paved access road to East Bidwell and basin outlet control structure and spillway.

RELATED CONDITIONS OF APPROVAL AND MITIGATION MEASURES

The following Conditions of Approval pertain to the Site Improvements referenced above; in some cases, the applicable Conditions of Approval also pertain to construction of the Medical Center and this list is intended to apply to those conditions of approval related to Site Improvements, only:

Conditions of Approval 1, 2, 4, 6, 9, 10, 12 (as applicable at Improvement Plans), 13, 14, 15-25 (inclusive), 26 (as applicable at Improvement Plans), 27-30 (inclusive), 32, 33, 34 (as applicable at Improvement Plans and not including tank size expansion unless otherwise required for development of Parcels 2-4 of Parcel 85a), 35 (as applicable at Improvement Plans), 36 (medians only and only to the extent applicable at Improvement Plans), 41 (Phase 1 and Phase 2, only), 43 (as applicable at Improvement Plans), 50 and 51 (including all applicable mitigation measures as identified by reference in this Condition of Approval No. 51).

**EXHIBIT E
PROJECT WATER SUPPLY, INCLUDING PARCEL 1 OF PARCEL 85A**

Folsom Plan Area
Folsom Ranch Medical Center
Potable Water Demand Chart

Date: 08/08/21

Water Supply Agreement - 5,600 AFY

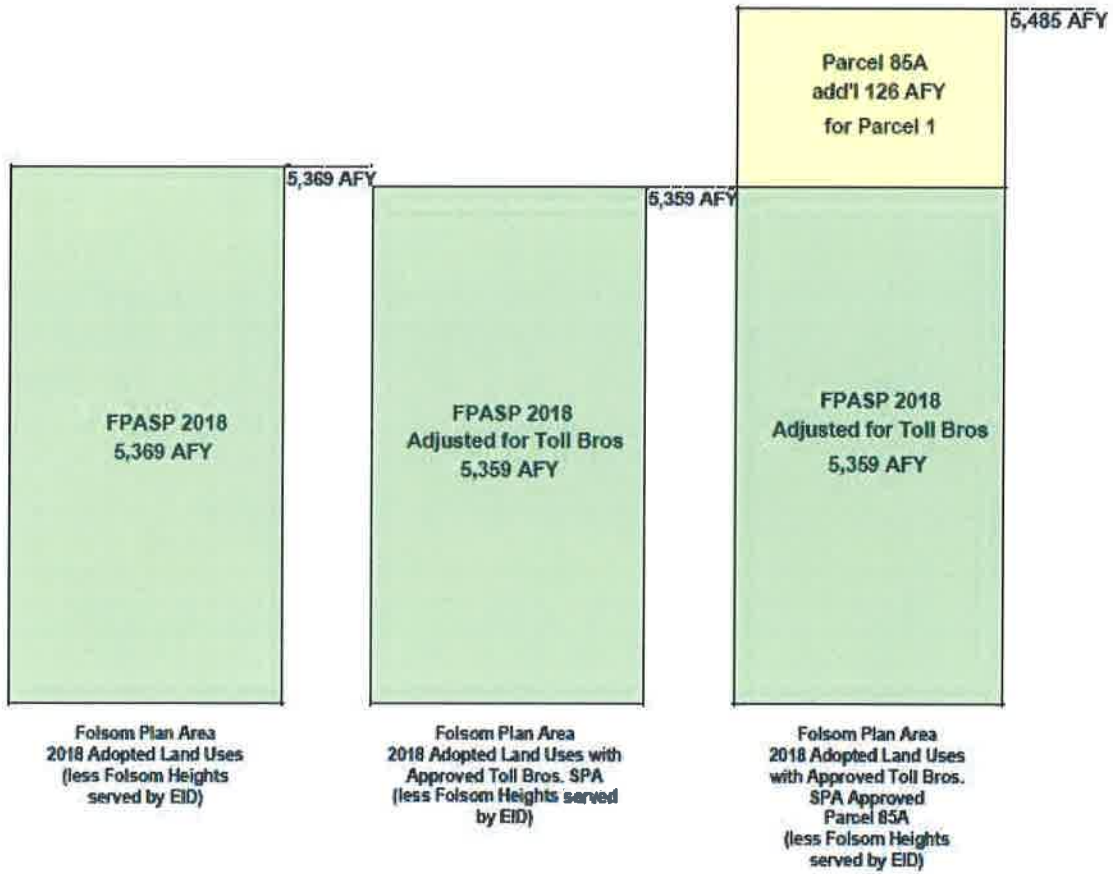


EXHIBIT F

STREET LIGHTING AND LANDSCAPING FRONTAGE



- ▲ 1 PRIMARY GATEWAY BY OTHERS (MAINTENANCE TO BE ADDRESSED BY OWNER'S GROUP)
 - 4- MONUMENT SIGN (LANDOWNER RESPONSIBILITY)
 - ⦿ 12 STREET LIGHTING (MAINTENANCE TO BE ADDRESSED BY SEPARATE AGREEMENT)
 - 12 FLOOD LIGHTING FOR SITE SIGNAGE (LANDOWNER RESPONSIBILITY)
 - 32 LIGHT POLE / AREA LIGHT (LANDOWNER RESPONSIBILITY)
 - LANDSCAPE AREA = TBD (MAINTENANCE TO BE ADDRESSED BY SEPARATE AGREEMENT)
 - () ENHANCED INTERSECTION (MAINTENANCE TO BE ADDRESSED BY SEPARATE AGREEMENT)
- NOTE: PLANT TYPES AND QUANTITIES ARE SHOWN IN THE PD GUIDELINES



EXHIBIT F - STREET LIGHTING AND LANDSCAPING FRONTAGE