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RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

City of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670 Attn: City Clerk

Sacramento County Recorder
David Villanueva, Clerk/Recorder
BOOK 20141020 PAGE 0314

Monday, OCT 20, 2014 9:38:26 AM Ttl Pd \$0.00 Rept # 0008388236

ANW/33/1-16

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

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT RELATIVE TO ARISTA DEL SOL BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND ARISTA DEL SOL, JCP, LLC

This First Amendment to Development Agreement ("Amendment") is entered into this 15 day of September, 2014, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and ARISTA DEL SOL JCP, LLC, a California limited liability company ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties."

#### **RECITALS**

- A. City and Arista Del Sol, LP, a California limited partnership, entered into that certain Development Agreement dated March 6, 2006 ("Agreement") recorded on May 5, 2006, in the Office of the Sacramento County Recorder in Book 20060505, Page 952, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in <a href="Exhibit A-1">Exhibit A-1</a> and <a href="Exhibit A-1">Exhibit A-2</a> of the Agreement (the "Property").
- B. The Property has changed ownership since the City and Arista Del Sol, LP, a California limited partnership, entered into the Development Agreement. Landowner currently owns the Property and has assumed all of the interests and obligations of Arista Del Sol, LP in the Agreement by entering into an Assignment and Assumption Agreement dated July 15, 2009. Landowner has provided the City with a title report indicating its ownership in fee of the Property.
- C. Pursuant to Government Code section 65868, City and Landowner now desire to modify and amend the Agreement to reflect certain changes to Landowner's obligations to pay certain fees for park renovations at existing City parks and improvements at new City parks, to revise Landowner's park obligations, to modify certain traffic thresholds in exchange for a supplemental fee, to update obligations relating to the funding of police services, and to make other revisions, all as more fully set forth below in this Amendment.
- D. This Amendment amends certain provisions of the Agreement applicable to the entire Property, and was adopted by City Ordinance No. 24-2014 on September 2, 2014. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to amend the Agreement as follows:

#### <u>AGREEMENT</u>

- 1. <u>Incorporation of Recitals</u>. Recitals A through D are hereby incorporated herein, including the documents referenced in the Recitals.
- 2. Restatement of Section 6 of the Recitals Concerning "Project Approvals." Section 6 of the Recitals of the Agreement is hereby deleted and replaced with the following:
  - **"6.1** The Sunridge Specific Plan adopted by the County of Sacramento, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 (the "Specific Plan");
  - 6.2 The Mitigation Measures in both the Environmental Impact Report ("EIR") certified by the County of Sacramento in July 2002 (State Clearinghouse No. 97022055), as revised by the City on November 7, 2011, the Mitigated Negative Declaration adopted on February 21, 2006, as further analyzed in the Addendum dated August 2014;
  - 6.3 The Rezoning of the Property, approved by the City on February 21, 2006, by City Ordinance No. 08-2006 as further amended on September 2, 2014 by City Ordinance No. 24-2014;
  - 6.4 The Large Lot Tentative Subdivision Map approved on September 2, 2014 by City Resolution No. 110-2014 (attached hereto as Exhibit 1);
  - 6.5 The Small Lot Tentative Subdivision Map approved on September 2, 2014 by City Resolution No. 110-2014 (attached hereto as Exhibit 2);
  - 6.6 The Development Agreement adopted on March 6, 2006, by City Ordinance No. 07-2006 (the "Adopting Ordinance") as amended on September 2, 2014 by City Ordinance No. 24-2014 adopting the First Amendment to the Development Agreement."
- 3. Restatement of Section 5.2 concerning the "Term." City and Landowner agree that Section 5.2 of the Agreement is hereby deleted and replaced with the following:
  - **"5.2** Term. Upon the execution of the First Amendment, the term of this Agreement shall commence on the Effective Date and extend to October 15, 2029, which date is a period of fifteen (15) years from the date that City Ordinance No. 24-2014 approving this First Amendment takes effect, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement."
- 4. Restatement of Section 6.4.1 Concerning the "New Park Development Obligation." City and Landowner agree that Section 6.4.1 of the Agreement is hereby deleted and replaced with the following:

### "6.4.1 New Park Development Obligation.

#### (i) Dedication of Park Land.

Landowner's obligation to dedicate land to the Cordova Recreation and Park District (the "Park District") pursuant to California Government Code Section 66477 (the "Quimby Act") shall be satisfied by Landowner's dedication of Lot 8 to the Park District and payment of in lieu fees for the 0.44 acres shortfall as shown on the Large Lot Tentative Map, attached hereto as <a href="Exhibit 1">Exhibit 1</a> replaces <a href="Exhibit 5">Exhibit 1</a> replaces <a href="Exhibit 5">Exhibit 5</a> of the Development Agreement.

### (ii) Dedication of Neighborhood Greens Park Land.

Landowner's obligation to dedicate park land to the City for neighborhood green opens space shall be satisfied by the Landowner's dedication of Lot 9 to the Park District, as shown on the Large Lot Tentative Map, attached hereto as <a href="Exhibit 1">Exhibit 1</a>.

#### (iii) Park Land Improvement.

A "Park Development Agreement" is being negotiated between the Landowner and the Park District detailing Landowner's obligations regarding the design, construction, installation and timing of park improvements. Landowner shall enter into the Park Development Agreement prior to the recordation of any final subdivision map.

In addition to the general authority under Section 12 of the First Amendment, the City has the specific authority to withhold building permits if Landowner is not in compliance with its requirements under the First Amendment or the Park Development Agreement.

#### (iv) Timing of Park Land Improvements.

Landowner shall commence construction of the improvements to the neighborhood green park, shown as Lot 9 in <a href="Exhibit 1">Exhibit 1</a> of the First Amendment, prior to the issuance of the 247th residential building permit for the Project by the City (prior to the issuance of that permit, the City will have issued 33% of the total 740 residential building permits for the Project). Landowner shall complete and make all the improvements to the neighborhood green park open and fully operational within one (1) year form the issuance of the 247th residential building permit for the Project by the City. The City, at its discretion, may allow additional time for minor punch list work to be completed. Pursuant to the terms of the Park Development Agreement to be negotiated between Landowner and the Park District, Landowner shall enter into an agreement to reimburse the Park District cost for oversight of the design and construction of the turnkey neighborhood green park.

The neighborhood green park, shown as Lot 9 in **Exhibit 1**, will be designed and constructed to a maximum budget of Eight Hundred Twenty Four Thousand Three Hundred and Sixty Dollars (\$824,360) ("**Maximum Budget**"), which shall include administration and management costs and all other applicable cost reimbursed to the City and the Park District, as well as onsite utility costs and

related connection fees. The design and construction will be adjusted as required to provide a complete project for the Maximum Budget unless otherwise approved by the City and the Park District prior to commitment of funds in excess of the Maximum Budget.

(v) Park Development Impact Fee and In Lieu Fee.

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for the Park District and the City to design, construct and install park improvements (the "Park Development Impact Fee"). The Park Development Impact Fee will be paid prior to issuance of each residential building permit within the Project. The Park Development Impact Fee will be Eight Thousand, Nine Hundred Twenty Seven Dollars (\$8,927) for each single-family residential parcel or residential parcel equivalent. Of the Eight Thousand Nine Hundred Twenty Seven Dollars (\$8,927) Park Development Impact Fee, Eight Thousand Seven Hundred Eighty-Four Dollars (\$8,784) is for parks and One Hundred Forty-Three Dollars (\$143) is for a community gathering place – plaza and administration.

The Park Development Impact Fee shall be adjusted on January 1, 2015 and annually thereafter, no later than January 15<sup>th</sup> by the method provided in City Ordinance No. 05-2014 as follows:

- (a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the most recent October issue of the Engineering News Record magazine Construction Cost Index.
- (b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this Section by the "mean" index for the previous October.
- (c) The adjusted Park Development Impact Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section, by the Park Development Impact Fee in place prior to the annual adjustment.

The Park Development Impact Fee does not currently include the cost of park street frontage improvements at parks. However, if at any point prior to construction of park street frontage improvements, the Park Development Impact Fee is amended to include the cost of such improvements, to the extent Landowner constructs any park street frontage improvements, Landowner shall be entitled to credits against the payment of the Park Development Impact Fee described in this Section 6.4.1. To the extent Landowner cannot utilize such credits Landowner shall be entitled to receive reimbursements for its construction of such park street frontage improvements. Additionally, if and when the City adopts the Citywide Park Improvement Fee, or an Area-Wide Park Improvement Fee applicable to the Project, the Landowner and City agree to explore adjustments to the Park Development Impact Fee. Under no circumstances shall the Landowner be required to pay any new Citywide/ Area-Wide Park Improvement Fee in addition to the Park Development Impact Fee as set forth in this First Amendment.

City further agrees and acknowledges that the park land dedication and neighborhood green being provided at the Project pursuant to this First Amendment will satisfy Quimby Act park land and community open space dedication requirements, except for a 0.44 acre shortage of park land for which an in lieu fee payment shall be made pursuant to the terms of the Park Development Agreement subject to final verification of the actual acreage of such shortfall."

- 5. Restatement of Section 6.4.2 Concerning the "Timing of Dedications and Improvements of Parks." City and Landowner agree that Section 6.4.2 of the Agreement is hereby deleted and replaced with the following:
  - "6.4.2 Timing of Dedications of Parks. Landowner shall irrevocably offer to dedicate the park site shown on Exhibit 1 to the Park District prior to the recordation of any final subdivision map. Park sites will be accepted by the District for maintenance pursuant to the terms of the Park Development Agreement. Landowner shall irrevocably offer to dedicate the neighborhood green site shown on Exhibit 1 to the Park District prior to the recordation of any final subdivision map.
- 6. Restatement of Section 6.4.3 Concerning the "In-fill Park and Open Space Renovation and Acquisition Fee." City and Landowner agree that Section 6.4.3 of the Agreement is hereby deleted and replaced with the following:
  - "6.4.3 In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that development of the Property shall be subject to the park renovation fee (the "Park Renovation Fee"). Landowner agrees that it shall pay City the total sum of One Thousand Twenty Dollars and Thirty-Three Cents (\$1,020.33) for each residential parcel shown on the small lot final maps for the Property. Beginning January 1, 2015, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between August and August of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit G to the Amended Development Agreement. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to the Quimby Act. Landowner agrees that it shall not claim credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the Park Renovation Fee required under this Section 6.4.3. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted or eliminated to correspond to the new Citywide funding mechanism, provided that the Landowner does not challenge or oppose the approval or implementation of the new Citywide funding mechanism,"

7: Restatement of Section 6.4.4 Concerning the "Police Tax." City and Landowner agree that Section 6.4.4 of the Agreement is hereby deleted and replaced with the following:

"6.4.4 Police Tax. Landowner and City agree that the Property shall be subject to the Police Tax enacted by City Ordinance No. 30-2006 pertaining to Police Tax Zone 27. Within 180 days following the date of the City Council's approval of this First Amendment, the Landowner shall support the annexation of the Project into Community Facilities District 2013-2 (Police Services), and cover Landowner's fair share costs of the CFD annexation not to exceed Seven Thousand Dollars (\$7,000). City agrees that the new CFD will provide that on lands designated for all residential land use categories, the base year FY 2013/2014 Police Maximum Services Special Tax shall be Four Hundred Seventy Dollars and Twenty-Eight Cents (\$470.28) annually per residential unit or residential unit equivalent. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel and there will be no undeveloped land tax imposed by the CFD. The new CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the United States Department of Labor Consumer Price Index ("CPI") for all Urban Consumers for the San Francisco-Oakland-San Jose Area. The CPI shall be used as determined by the United States Department of Labor Bureau of Labor Statistics from April to April as set forth in the Rate and Method of Apportionment for the CFD. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. If the CPI is discontinued, or revised, such other government index or computation with which it is replaced shall be used by the CFD in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised. The CFD shall specify that the Police Special Tax shall commence being payable annually following issuance of a building permit for each parcel subject to the Police Special Tax.

Within 60 days of the annexation of the Project into Police Services CFD, the City Council will rescind City Ordinance No. 30-2006 pertaining to Police Tax Zone 27. The Landowner acknowledges that no final small lot subdivision maps shall be approved by the City prior to the annexation of the Project into the Police Services CFD.

Landowner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this Agreement. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to pay under this Agreement the difference between the amount of the Police Special Tax before the Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above."

8. Restatement of Section 6.4.5 Concerning the "Road Maintenance Conditions." City and Landowner agree that Section 6.4.5 of the Agreement is hereby deleted and replaced with the following:

- "6.4.5 Streets, Street Lighting and Landscaping Maintenance. Landowner and City agree that the Landowner shall participate in or provide a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Landowner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Landowner."
- 9. Addition of New Section 6.4.6 "Stormwater Utility Fee." City and Landowner agree to add a new Section 6.4.6 of the Agreement as follows:
  - "6.4.6 Stormwater Utility Fee. Landowner and City agree that the Landowner shall participate in or provide a funding mechanism for maintenance services for the Project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Projects stormwater drainage and flood protection system. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Landowner."
- 10. Addition of New Section 6.4.7 "Phasing Plan." City and Landowner agree to add a new Section 6.4.7 of the Agreement as follows:
  - "6.4.7 Phasing Plan. Prior to approval of any final map, Developer shall provide a large lot phasing plan addressing sequencing and full build-out of major public infrastructure throughout the Project limits. The large lot phasing plan shall show all public facilities including, but not limited to, major roadways, bike trails, sewer, water, drainage, facilities, parks and other utilities, and the large lot phasing plan will be based on the City's Guiding Principles for Phasing of Transportation, Infrastructure and Utility Services, to the satisfaction of the City's Public Works Department. The large lot phasing plan may be revised as needed during the development of the Project.

Prior to approval of any small lot final map for an individual phase, the Landowners shall prepare and submit to City a "small lot phasing plan" that addresses full build-out of all secondary streets and utility infrastructure. The small lot phasing plan will show the blocks of the small lot tentative map to be constructed and all roads, bike trails and other infrastructure required to serve the use of the proposed units within each block to the satisfaction of the City's Public Works Department. The small lot phasing plan will also be defined by the City's Guiding Principles for Phasing.

Prior to issuance of building permits (except permits for model homes) within an individual map phase, all streets and improvements shown on the small lot phasing plan, all streets necessary for access to the proposed homes,

associated improvements included in the approved improvement plans, landscaping and other infrastructure as necessary for adequate public access and use shall be fully constructed and accepted to the satisfaction of the City's Public Works Department.

Developer shall have no further responsibility for improvements after meeting the improvement requirements of the applicable phase (or sub-phase). The Phasing Plan may be amended from time-to-time upon approval by the Public Works Director."

- 11. Addition of Section 6.4.8 "New Supplemental Traffic Impact Fee." City and Landowner agree to add a new Section 6.4.8 to the Agreement as follows:
  - "6.4.8 New Supplemental Traffic Impact Fee. City and Landowner agree the Landowner shall pay a new supplemental traffic impact development fee to the City in the amount of Five Thousand Sixty Dollars (\$5,060) for each residential lot shown on the final small lot subdivision maps for the Property (the "Supplemental Traffic Impact Fee"). Landowner shall pay the Supplemental Traffic Impact Fee in the following increments: (i) Eight Hundred Sixty-Five Dollars (\$865) for each residential lot at the time of recordation of a final small lot subdivision map for the residential lot; and (ii) Four Thousand One Hundred Ninety-Five Dollars (\$4,195) at the time of issuance of a building permit for a residential lot. By agreeing to pay the Supplemental Traffic Impact Fee, City agrees that Landowner and the Property will have satisfied its obligation under the Conditions of Approval and Mitigation Monitoring Reporting Program for offsite traffic improvements and shall not be made subject to constructing or funding the construction of offsite roadway improvements. The term "offsite roadway improvements" as used in the preceding sentence shall include Grant Line Road and associated frontage improvements. City agrees that it will apply the Supplemental Traffic Impact fee to fund the Rancho Cordova Parkway Interchange or the costs of other roadway improvements needed to improve access to U.S. Highway 50 from the Project area. Landowner shall be entitled to fee credits against and/or reimbursements from this Supplemental Fee should Landowner construct any improvements otherwise intended to be funded by such Supplemental Fee. The above Supplemental Traffic Impact Fee will not be subject to increase or decrease as a result of changes in any City traffic impact fees."
- 12. Addition of New Section 6.4.9 "Formation of Open Space Maintenance District." City and Landowner agree to add a new Section 6.4.9 of the Agreement as follows:
  - "6.4.9 Additional Mello-Roos Maintenance CFDs. At its sole discretion, the City shall consider for inclusion in a Mello-Roos Community Facilities District, or other financing mechanism, the costs to maintain the wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the 404 permit for the development of the Project."
- 13. <u>Violation of CRPD Park Development Agreement.</u> Landowner agrees that the City will be a third party beneficiary of the Park Development Agreement, but only if CRPD consents to such third party beneficiary status in the Park Development Agreement. Provided that the CRPD identifies the City as a third party beneficiary of the Park Development

Agreement, Landowner agrees that any violation of the Park Development Agreement may be enforced by the City as a violation of this First Amendment. If for any reason, the City is not identified as a third party beneficiary of the Park Development Agreement, Landowner agrees to amend the Project's Development Agreement to include terms detailing Landowner's obligations regarding the design, construction, installation and timing of park improvements.

- 14. Exhibits. Exhibit B "Arista Del Sol Large Lot Tentative Subdivision Map", Exhibit C "Arista Del Sol Small Lot Tentative Subdivision Map", Exhibit D-1 "Land Use Map for the Property", Exhibit D-2 "Land Use Summary", and Exhibit E "Diagram of Park Land Dedication" are all replaced with Exhibit 1 "Large Lot Tentative Subdivision Map" and Exhibit 2 "Small Lot Tentative Subdivision Map". Exhibits 1 and 2 to this First Amendment include all the categories of information previously provided in the five replaced exhibits in the Agreement.
- 15. Form of Agreement. The last sentence of Section 29 of the Agreement which described the Agreement and its exhibits as constituting the entire understanding and agreement of the Parties is hereby deleted.
- 16. <u>Definition of Terms.</u> All capitalized terms used in this First Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this First Amendment.
- 17. <u>All Other Terms in Force.</u> Except as amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect.
- 18. Recording. Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder's Office.
- 19. <u>Counterparts.</u> The Parties may execute this First Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.
- 20. Entire Agreement. This First Amendment sets forth the Parties' éntire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This First Amendment will control if any conflict arises between it and the Agreement.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 24-2014, adopted by the Council of the City on 2<sup>nd</sup> day of September 2014, and Landowner has caused this Amendment to be executed.

"CITY"	"LANDOWNER"
a municipal corporation  By:	ARISTA DEL SOL, JCP, LLC, a California limited liability company  By:
Name: Brian Nakanura	Name: John L. Papagiannopoulos
Its: <u>City Manager</u>	Its:

#### ACKNOWLEDGMENT

STATE OF CALIFORNIA	)
	)
COUNTY OF SACRAMENTO	)

On October 15, 2014, before me, Mindy Cuppy, a Notary Public, personally appeared Brian Nakamura, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Mindy Cuppy, Newary Public

MINDY CUPPY
Commission # 2038949
Notary Public - California
Sacramento County
My Comm. Expires Aug 26, 2017

# **ACKNOWLEDGMENT**

State of California County of <u>Sacramento</u>	
On October 6, 2014 before me, Merrile Manet (insert name and title o	ts, Notary Public of the officer)
personally appeared <u>John L. Papagiannoperson</u> who proved to me on the basis of satisfactory evidence to be the person(s) subscribed to the within instrument and acknowledged to me that he/she/th/his/her/their authorized capacity(ies), and that by his/her/their signature(s) person(s), or the entity upon behalf of which the person(s) acted, executed	ey executed the same in on the instrument the
I certify under PENALTY OF PERJURY under the laws of the State of Calif paragraph is true and correct.	ornia that the foregoing
WITNESS my hand and official seal.	MERRILEE MARGETTS Commission # 1926018
Signature Mun May (Seal)	Notary Public - California Sacramento County y Comm. Expires Mar 18, 2015

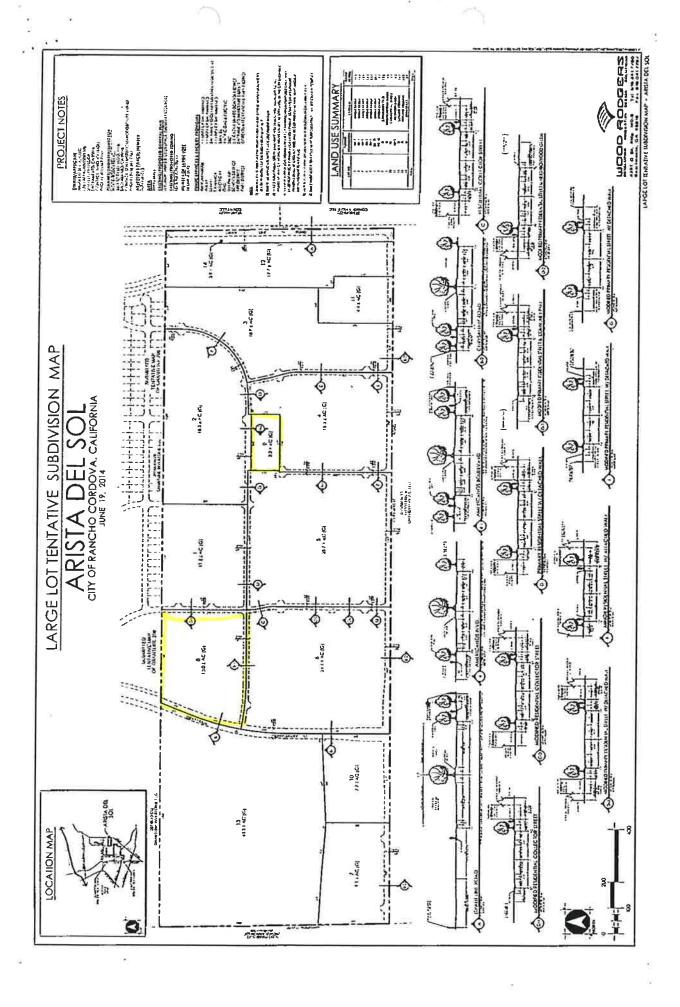
ATTEST:

APPROVED AS TO FORM:

Adam U. Lindgren City Attorney

## EXHIBIT "1"

Large Lot Tentative Map and Land Use Summary



## EXHIBIT "2"

Small Lot Tentative Map and Land Use Summary

