



Sacramento County Recorder  
David Villanueva, Clerk/Recorder  
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RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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(SPACE ABOVE LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
RELATIVE TO SUNRIDGE LOT J  
BY AND BETWEEN  
THE CITY OF RANCHO CORDOVA AND CRESLEIGH HOMES CORPORATION**

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This First Amendment to the Development Agreement ("First Amendment"), is entered into on May 19, 2014, by and between the CITY OF RANCHO CORDOVA, a California municipal corporation ("City"), and CRESLEIGH HOMES CORPORATION, a California corporation ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties," and singularly as a "Party."

**RECITALS**

A. The City and Landowner, entered into a Development Agreement dated May 15, 2006 and recorded on July 18, 2006 in the Official Records of Sacramento County at Book 20060718, Page 0928 (the "Agreement" or "Development Agreement") establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Agreement (the "Property").

B. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Agreement to reflect certain further changes and modifications to the obligations of the Landowner to pay certain fees for park renovations at existing city parks and for park improvements at new city parks and to revise the Landowner's park dedication obligations, all as more fully set forth below in this First Amendment.

C. This First Amendment amends certain provisions of the Agreement applicable to the entire Property and was adopted by City Ordinance No. 10-2014 on May 19, 2014.

D. The City finds that this First Amendment is in furtherance of the previously granted Project approvals, is not a new project, and is covered by the existing Sunridge Specific Plan EIR, Addendum, and the Mitigated Negative Declaration.

**AGREEMENT**

**1. Incorporation of Recitals.** Recitals A through D are hereby incorporated herein, including the documents referred to in the Recitals.

**2. Restatement of Section 6 of the Recitals concerning "Project Approvals."** City and Landowner agree that Section 6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

**"6. Project Approvals.** The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement.

**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 and as amended by City Ordinance No. 26-2004 (the “Specific Plan”);

**6.2** The Mitigated Negative Declaration adopted on April 17, 2006 and Amendments to the Mitigation Monitoring Reporting Program by Resolution No. 31-2006, the Addendum to the Final EIR of the Sunridge Specific Plan and Zoning Ordinance dated April 3, 2006, the recertified Revised EIR for the Sunrise Douglas Community Plan and the Sunridge Specific Plan dated October 2011;

**6.3** The Rezoning of the Property approved on May 15, 2006 by City Ordinance No. 20-2006;

**6.4** The Tentative Subdivision Map approved on April 17, 2006 by City Resolution No. 55-2006, with minor modifications deemed by the City to be in substantial compliance of the original approval;

**6.5** The Development Agreement adopted on May 15, 2006 by City Ordinance No. 21-2006, as amended on May 19, 2014 by City Ordinance No. 10-2014 adopting this 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 June 18, 2024, which date is a period of ten (10) years from the effective date of City Ordinance No. 10-2014 approving the First Amendment, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the 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

City and Landowner agree that Landowner’s obligation to dedicate land for new parks and open space shall be satisfied by Landowner’s dedication of 6.53 net acres of park and open space land within the Project, set forth more specifically in the revised Exhibit E of the Development Agreement, which is attached as Exhibit 1 to the First Amendment (the “Dedicated Land”).

(ii) Park and Open Space Land Improvement

The Landowner agrees it will improve both park and open space lands shown in Exhibit 1 of the First Amendment. Landowner's obligation to improve these lands requires Landowner to design, engineer, construct and install park and open space facility improvements including street frontage improvements (i.e., "turnkey parks" and open space) consistent with (a) the First Amendment, (b) the "Park Development Agreement" which will be negotiated between the Landowner and the Park District prior to the preparation of the design and cost estimate under this Section, and (c) then applicable City standards.

The Parties agree that the timing and complete improvement of the parks and open space shown in Exhibit 1 of the First Amendment is a critical issue.

The timing of the improvement of park and open space sites shall comply with the requirements of the First Amendment and the requirements of the Park Development Agreement. In addition to the general authority under the First Amendment, the City has the specific authority to withhold building permits if the design or improvements of park and open space are not in full compliance with the requirements of the First Amendment and the Park Development Agreement.

Landowner will prepare a design and cost estimate for the improvements of both park and open space lands shown in Exhibit 1 of the First Amendment. Landowner must receive written approval by the City and Park District of the design and cost estimate prior to beginning any work on the improvements.

Landowner will complete and make all the improvements in Lot E as shown in Exhibit 1 of the First Amendment, open and fully operational prior to the issuance by the City of the 185th residential building permit for the Project (prior to issuance of that permit, the City will have issued just under 50% of the total 369 residential building permits anticipated to be issued for the Project).

Landowner will award a contract for, and start construction of, the improvements in Lot D, as shown in Exhibit 1 of the First Amendment, prior to issuance by the City of the 185th residential building permit for the Project. Landowner will complete and make all the improvements in Lot D open and fully operational prior to the earlier of (a) 18 months from the date the City issues the 185th residential building permit for the Project, or (b) issuance by the City of the 277th residential building permit for the Project (prior to issuance of that permit, the City will have issued just under 75% of the total 369 building permits anticipated to be issued for the Project).

Landowner's maximum financial obligation to design, engineer and construct, including construction management of the improvements provided for in this subparagraph (ii) is Two Million Seven Hundred Seventy Eight Thousand Five Hundred Seventy Dollars

(\$2,778,570) dollars ("Cost Limits"). The Cost Limits will inflate each year beginning January 1, 2015, by the methodology described in Section 6.4.1 subparagraph (iii) until the parks are constructed. In the event that total costs, after bidding, exceed the Cost Limits, the Landowner shall give written notice to the Park District and the City within thirty (30) days of receiving the bids requesting to meet and confer regarding the excess of the Cost Limits.

(iii) Parks Fees

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 and community open space (the "Park Development Impact Fee"). The Park Development Impact Fee will be paid prior to the issuance of each residential building permit within the Project. The Park Development Impact Fee will be Two Thousand Four Hundred Sixty Four Dollars and Forty One Cents (\$2,464.41) for each single-family residential parcel or residential parcel equivalent, which amount is based upon and already reflects Landowner's agreement to turnkey both of the two (2) parks shown in Exhibit 1 of the First Amendment. Of the Two Thousand Four Hundred Sixty Four Dollars and Forty One Cents (\$2,464.41) Park Development Impact Fee, Two Thousand Three Hundred Fifty Four Dollars and Twenty Five Cents (\$2,354.25) is for parks and One Hundred Ten Dollars and Sixteen Cents (\$110.16) is for community open spaces, such as but not limited to a public plaza and gathering space.

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.

Landowner understands that under the Development Agreement, it is subject to a 7 acres per 1,000 residents park standard. By Resolution 128-2013, adopted on November 18, 2013, the City reduced the General Plan park acreage and open space standards to 6 acres per 1,000 residents. The City now agrees to apply the new

standard and reduce the Landowner's dedication requirement to 6.53 acres and Landowner's Park Development Impact Fee obligation to Two Thousand Four Hundred Sixty Four Dollars and Forty One Cents (\$2,464.41) for each single-family residential parcel or residential parcel equivalent, as in the First Amendment.

**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 Land for Parks and Open Space.** Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Land, but not prior to construction of model homes, Landowner shall irrevocably offer for dedication to the Park District (i) that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a community park or a neighborhood park site, and (ii) that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map and which is identified in the Specific Plan as a neighborhood green, park corridor or trail.

Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Land, but not prior to construction of model homes, Landowner shall enter into Park Development Agreements with the Park District for the improvement of the Dedicated Land that will be dedicated within such residential small lot 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 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 final maps for the Property (the "Park Renovation Fee"). Beginning January 1, 2015, the fee shall be adjusted annually on each January 1st 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 the revised Exhibit C of the Development Agreement, which is attached to the First Amendment as Exhibit 2. 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 California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any 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 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. Addition of New Section 6.4.6.** City and Landowner agree to add a new Section 6.4.6 to the Development Agreement as follows to provide for a Phasing Plan:

**“6.4.6 Phasing Plan.** Prior to approval of any final map, Landowner 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 Landowner 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) with 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 necessary for adequate public access and land use shall be fully constructed and accepted to the satisfaction of the City’s Public Works Department.

At the discretion of the City’s Public Works Department, the final lift of asphalt only (e.g. upper approximately 1.5 inches of asphalt) may be deferred to prior to the first occupancy in a phase. The structural street section shall be designed to accommodate construction traffic loads until such time that the finish lift of asphalt concrete is installed. All other improvements shall be fully completed and accepted for maintenance prior to issuance of the first building permit in the applicable phase.”

**8. Restatement of Section 10.1.iii concerning the Project’s Stormwater Drainage System.** City and Landowner agree that Section 10.1.iii of the Agreement is hereby deleted and replaced with the following:

“iii. City and Landowner agree and acknowledge that the Project’s stormwater drainage system will need ongoing maintenance following its installation. Landowner agrees that prior to the recordation of the first final subdivision map at the Property, Landowner shall annex the property into a new stormwater drainage maintenance district formed by the City for the purpose of providing a financial mechanism to fund the operation and maintenance of the Project’s stormwater drainage system. If a new district has not been formed by the City prior to the time of recordation of the first final subdivision map at the Project, then landowner may satisfy this obligation by annexing the Property into the County of Sacramento Stormwater Utility District pursuant to the Sacramento County Water Agency Code and comply with the Sacramento County Improvement Standards.”

**9. Violation of Park District Park Development Agreement.** Landowner agrees that the City will be a third party beneficiary of any Park Development Agreement between the Landowner and the Park District. Landowner agrees that any violation of the Park Development Agreement between the Landowner and the City or the Park District may be enforced by the City as a violation of this First Amendment.

**10. Repeal of Requirement for Use of Recycled Water.** Pursuant to the City Council’s adoption of Resolution No. 9-2014 on February 18, 2014, the Project shall not be required to install a dual plumbed recycled water system, commonly referred to as “purple pipe.” The Landowner shall be entitled to amend its improvement plans to remove any and all such requirements.

**11. Exhibits.** Exhibit E of the Agreement, “Diagram of Park Land Dedication,” is replaced with Exhibit 1 to this First Amendment, titled “Parkland and Open Space Dedication.” Exhibit C of the Agreement, “Infill Park and Open Space Map,” is replaced with Exhibit 2 to this First Amendment, titled “Infill and Open Space Map.”

**12. Notices.** Section 28, “Notices,” of the Agreement is amended to replace the Landowner’s name and address to read as follows:

Cresleigh Home Corporation  
3005 Douglas Blvd, #110  
Roseville, CA 95661

With Copy to:

Abbott & Kindermann, LLP  
2100 21<sup>st</sup> Street  
Sacramento, CA 95818

**13. 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.



**14. Definition of Terms.** 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.

**15. All Other Terms Remain in Force.** Except as amended by Sections 1 through 12 above, all terms and conditions of the Agreement remain in full force and effect.

**16. Recording.** Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder's Office.

**17. Counterparts.** 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.

**18. Entire Agreement.** This First Amendment sets forth the Parties' entire 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 Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 10-2014, adopted by the Council of City on May 19, 2014, and Landowner has caused this Agreement to be executed.

**City of Rancho Cordova**

By: 

Name: Brian Nakamura

Title: City Manager

Date: July 21, 2014

**Crestleigh Homes Corporation**

By: 

Name: Robert Walter

Title: General Manager / Senior Vice President

Date: July 14, 2014

ATTEST:

By:   
Mindy Cuppy, City Clerk

APPROVED AS TO FORM:  
City Attorney

By:   
Adam U. Lindgren

[Attach Certificate of Acknowledgment – Civil Code § 1189]

**EXHIBIT 1**

**Parkland and Open Space Dedication**

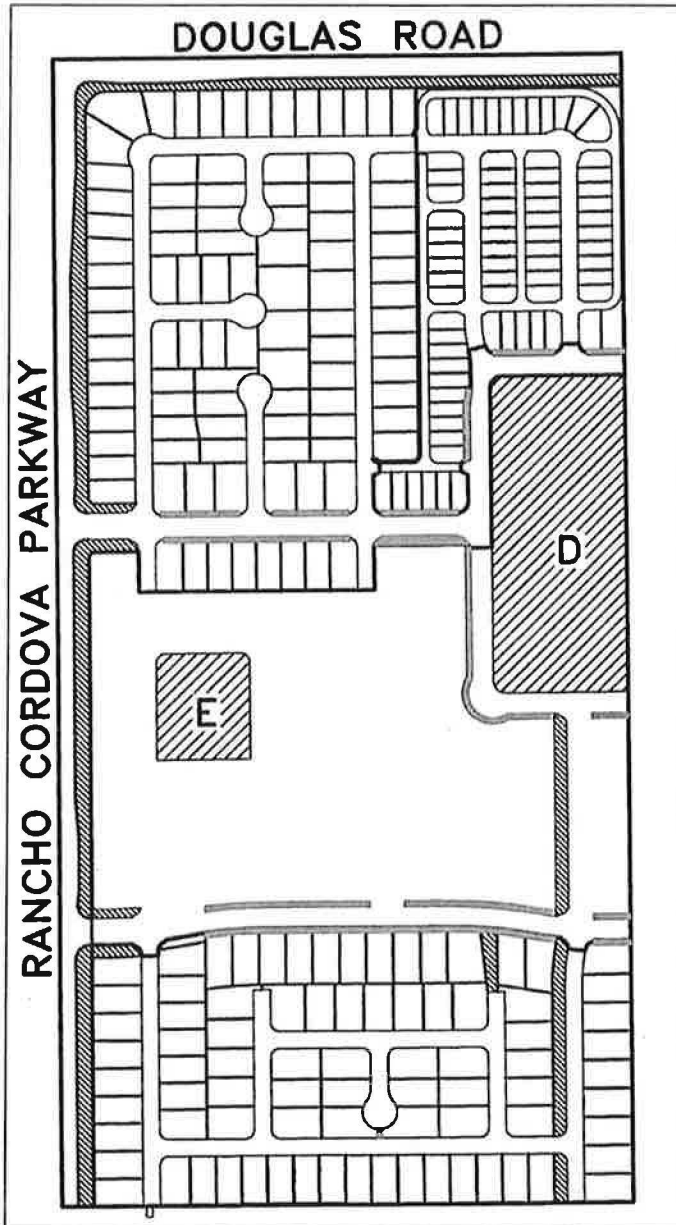
EXHIBIT A

# EXHIBIT 1




PARKLAND & OPEN SPACE DEDICATION EXHIBIT FOR:

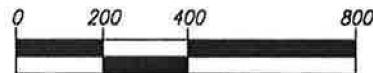
## SUNRIDGE LOT 'J'

CITY OF RANCHO CORDOVA, CALIFORNIA



### LEGEND

- PARK SITE 6.58 AC. 
- LANDSCAPE CORRIDOR 3.60 AC. 
- PEDESTRIAN CORRIDOR 



SCALE: 1"=400'

CALC:

DRN:

CKD:

APRVD:

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

**SUNRIDGE LOT 'J'**

CITY OF RANCHO CORDOVA

**MSA ENGINEERING, INC.**

ROSEVILLE, CALIFORNIA

DATE: 03/14

SCALE: 1"=400'

FB: N/A

WO: 03-105

**EXHIBIT 2**

**Infill and Open Space Map**



STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF SACRAMENTO    )

On 7-21-14 before me, Mindy Cuppy, Notary Public, (here insert name and title of the officer), personally appeared Brian Nakamura, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mindy Cuppy (Seal)



STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF SACRAMENTO    )

On July 14, 2014 before me, Sanne Leigh Forslin, Notary Public, (here insert name and title of the officer), personally appeared Robert Walter, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)