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Titles	1	Paid	\$0.00
Pages	13		

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 103
BY AND BETWEEN THE CITY OF RANCHO CORDOVA
AND LAL BROTHERS, LLC**

This First Amendment to Development Agreement (this "**Amendment**") is entered into this 23rd day of April, 2020, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation (the "**City**"), and **LAL Brothers, LLC**, a California limited liability company ("**Landowner**"). The City and Landowner are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. The City and Douglas Grantline 103, LLC, a California limited liability company, entered into that certain Development Agreement dated March 6, 2006 ("**Agreement**"), recorded on May 2, 2006, in the Office of the Sacramento County Recorder in Book 20060502, Page 2498, Official Records, which established certain development rights in certain 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. The Property has changed ownership since the City and Douglas Grantline 103, LLC, a California limited liability company, entered into the Development Agreement. Comerica Bank acquired the interest in the Property from Douglas Grantline 103, LLC. Landowner currently owns the Property and has assumed all of the interests and obligations of Comerica Bank. Landowner has provided the City with a title report indicating its ownership in fee of the Property.

C. Pursuant to Government Code section 65868, the 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. 7-2015 on May 4, 2015. 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:

AGREEMENT

1. **Incorporation of Recitals**. 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. **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 (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 May 4, 2015 by City Ordinance No. 7-2015;

6.4 The Large Lot Tentative Subdivision Map approved on April 6, 2015 by City Resolution No. 45-2015 for one hundred and ninety-eight (198) residential lots (attached hereto as **Exhibit 1**);

6.5 The Small Lot Tentative Subdivision Map approved on April 6, 2015 by City Resolution No. 45-2015 (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 May 4, 2015 by City Ordinance No. 7-2015 adopting the First Amendment to the Development Agreement."

3. **Restatement of Section 5.2 concerning the "Term."** The 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 May 4, 2030, which date is a period of (15) years from the date that City Ordinance No. 7-2015 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 the 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." The 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 a combination of land dedication and Landowner's payment of in lieu fees. The Quimby Act park requirement for this project is 2.92 acres. The Landowner will dedicate Lot A to satisfy a portion of the Quimby Act park land requirement. The acreage in Lot A is heavily encumbered with utility easements and will be credited towards the Quimby Act park land requirement at twenty-five percent (25%) or 0.67 acres. The payment of in lieu fees for 2.25 acres shall be paid to the Park District prior to the recordation of the first final subdivision map.

(ii) Dedication of Open Space Land

Landowner's obligation to dedicate open space land to the City shall be satisfied by Landowner's dedication of Lot A to the City, as shown on the Large Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**.

(iii) Open Space Land Improvement

The Landowner agrees it will improve open space lands, Lots A and H, shown in Exhibit 2 of the First Amendment.

Lot A shall be improved with landscaping, a 12-foot wide class 1 trail with 2-foot wide shoulders, and other associated facilities to the satisfaction of the City and per City specifications. Improvements shall be constructed by the developer, and at developer cost, at the time noted in the phasing plan. The improved lot shall be dedicated to the City. There will be no reimbursement to developer for the improvements.

At subdivision improvement plan submittal, the Park District and the City will meet and confer on any additional improvements to Lot A. The Park District agrees to participate in the development costs of the Lot A open space parcel by contributing in-lieu Quimby Act park fees from this project towards the development up to the amount of in-lieu Quimby Act park fees paid by Landowner for this project. Landowner shall have no responsibility for constructing such additional improvements on Lot A.

Lot H shall be improved with landscaping, a 7-foot wide sidewalk and other associated facilities to the satisfaction of the City and per City specifications. Improvements shall be constructed by the developer, and at developer cost, at the time noted in the phasing plan. The improved lot shall be dedicated to the City. There will be no reimbursement to developer for the improvements.

(iv) 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 and open space 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 Ten Thousand, One Hundred Thirty Six Dollars and Fifty Two Cents (\$10,136.52) for each single-family residential parcel or residential parcel equivalent. Of the Ten Thousand One Hundred Thirty Six Dollars and Fifty Two Cents (\$10,136.52) Park Development Impact Fee, Eight Thousand Eight Hundred Sixty-Seven Dollars and Fifty Six Cents (\$8,867.56) is for park development and One Thousand Two Hundred Sixty Eight Dollars and Ninety Six Cents (\$1,268.96) to the City is for neighborhood green, trails and open space improvements.

The Park Development Impact Fee shall be adjusted on January 1, 2016 and annually thereafter, no later than January 15th 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.

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 the City agree to that the portion of the Park Development Impact Fee used for parks (currently Eight Thousand Eight Hundred Sixty-Seven Dollars and Fifty-Six Cents (\$8,867.56)) will automatically adjust to the City adopted Citywide Park Improvement Fee or the Area-Wide Park Improvement Fee. The portion of the Park Development Impact Fee used for the City's neighborhood green, trails and open space improvements (One Thousand Two Hundred Sixty Eight Dollars and Ninety Six Cents (\$1,268.96)) will continue as required for under the First Amendment. Under no circumstances shall the Landowner be required to pay any new fee for neighborhood green and open space improvements in addition to the portion of the Park Development Impact Fee used for parks as set forth in this First Amendment."

5. Restatement of Section 6.4.2 Concerning the "Timing of Dedications and Improvements of Parks." The 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 and City Open Space.

(i) Parks:

Prior to the recordation of any final subdivision map, Landowner shall enter into a park development agreement with the Park District. Park sites will be accepted by the Park District for maintenance pursuant to the terms of the park development agreement. The park development agreement shall address, but not be limited to, the specific facilities to be constructed, deeding of the dedicated Quimby Act park land to the Park District, and payment of in-lieu Quimby Act fees by Landowner to the Park District. The City shall be named a third party beneficiary to the park development agreement. Landowner shall pay all costs incurred by the City and the Park District in preparing the park development agreement. Landowner will be deemed to have satisfied in full its new park development obligation, after fulfilling the requirements described in Section 6.4.1 and 6.4.2.

(ii) Open Space:

Landowner shall irrevocably offer to dedicate the open space site, Lots A and H, shown on **Exhibit 1** to the City 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.” The 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 the City the total sum of One Thousand Fifty Dollars and Fifty-Two Cents (\$1,050.52) for each residential parcel shown on the small lot final maps for the Property. Beginning January 1, 2016, 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 the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the 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."** The 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 the City agree that the Property shall be subject to the Police Tax enacted by City Ordinance No. 33-2006 pertaining to Police Tax Zone 29. Within one hundred eighty (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). The City agrees that the new CFD will provide that on lands designated for all residential land use categories, the base year FY 2014/2015 Police Maximum Services Special Tax shall be Four Hundred Eighty-Three Dollars and Thirty-Nine Cents (\$483.39) 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 the 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, 2015, the 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 sixty (60) days of the annexation of the project into Police Services CFD, the City Council will rescind City Ordinance No. 33-2006 pertaining to Police Tax Zone 29. 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 the 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."** The 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 the 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. The Landowner shall support the annexation of the project into Community Facilities District 2014-2, and cover Landowner's fair share costs of the CFD annexation not to exceed Seven Thousand Dollars (\$7,000)."

9. **Addition of New Section 6.4.6 "Stormwater Utility Fee."** The 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 the 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. The Landowner shall support the annexation of the project into the City's Stormwater Utility Fee District, and cover Landowner's fair share costs of the annexation not to exceed Seven Thousand Dollars (\$7,000)."

10. **Addition of New Section 6.4.7 "Phasing Plan."** The 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, park road frontage improvements 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 the 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."

The City shall make a good faith effort to update the Sunrise Douglas Community Plan Development Impact Fee Program to include the roadway frontage immediately adjacent to the wetlands preserve within the project boundary, including the wetlands frontage along Americanos Boulevard south of the project.

11. Addition of Section 6.4.8 "New Supplemental Traffic Impact Fee." The 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. The 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, the 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. The 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. Restatement of Section 10.1(i) Concerning "Formation, Consent, Waiver and Special Benefit." The City and Landowner agree that Section 10.1(i) of the Agreement is hereby deleted and replaced with the following:

"i. Provide the City assured funding for the ongoing maintenance and operation of the City owned neighborhood greens, open spaces, and trails. This may be achieved

through the annexation to CFD 2014-2 (Streets, Street Lighting and Landscape Maintenance) or through the formation of a separate funding mechanism.”

13. Restatement of Section 10.1(ii) Concerning “Formation, Consent, Waiver and Special Benefit.” The City and Landowner agree that Section 10.1 of the Agreement is hereby deleted and replaced with the following:

“ii. Provide the Park District assured funding for the ongoing maintenance and operation of District owned neighborhood greens and community parks that will be utilized by residents of the development under this Agreement. This may be achieved through an annexation to CFD 04-01 (Sunridge). The maintenance and operation funding will not duplicate services resulting from the requirements of the replaced section 10.1(i) for the City-owned neighborhood greens, open spaces, landscaped corridors and trails.”

14. Violation of CRPD Park Development Agreement. Landowner agrees that the City will be a third party beneficiary of the Park Development Agreement, but only if the Park District consents to such third party beneficiary status in the Park Development Agreement. Provided that the Park District 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.

15. Exhibits. Exhibit B “Douglas 103 Large Lot Tentative Subdivision Map”, **Exhibit C** “Douglas 103 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.

16. 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.

17. 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.

18. All Other Terms in Force. Except as amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect.

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

20. 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.

21. 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 Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 7-2015, adopted by the Council of the City on May 4, 2015, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: Cyrus Abhar
Name: Cyrus Abhar
Its: City Manager

ATTEST:

Wendy Leiber
City Clerk

APPROVED AS TO FORM.

Adam U. Lindgren
City Attorney

"LANDOWNER"

LAL BROTHERS, LLC,
a California limited liability company

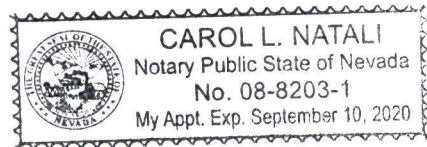
By: Aman Lal
Name: Aman Lal
Its: Managing Partner

State of Nevada
County of Clark

This instrument was acknowledged before me this 23rd
day of April, 2020, by

Aman Ashley Lal

Carol L. Natali, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

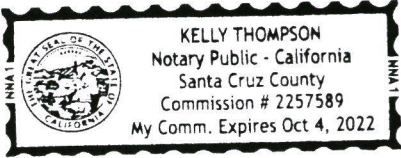
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On May 11, 2020 before me, Kelly Thompson, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Cyrus Abhar
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Kelly Thompson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT "1"

Large Lot Tentative Map and Land Use Summary

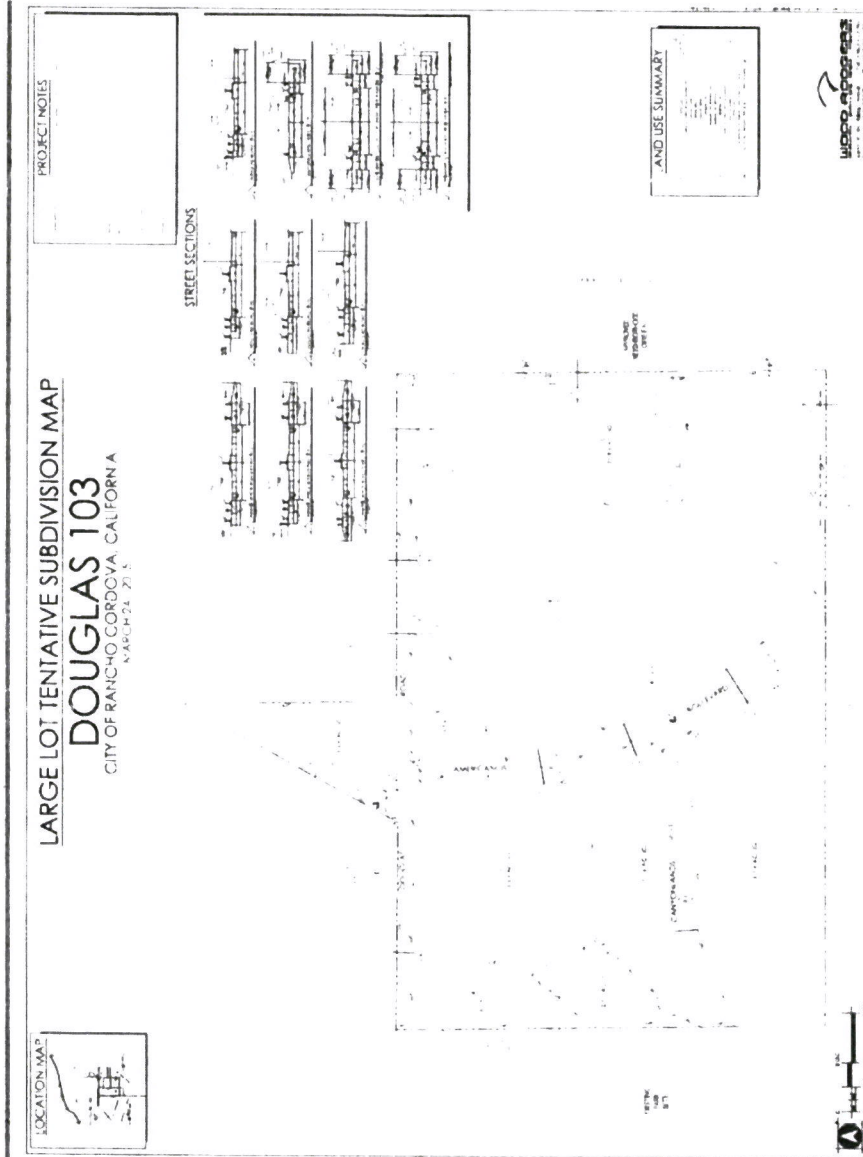
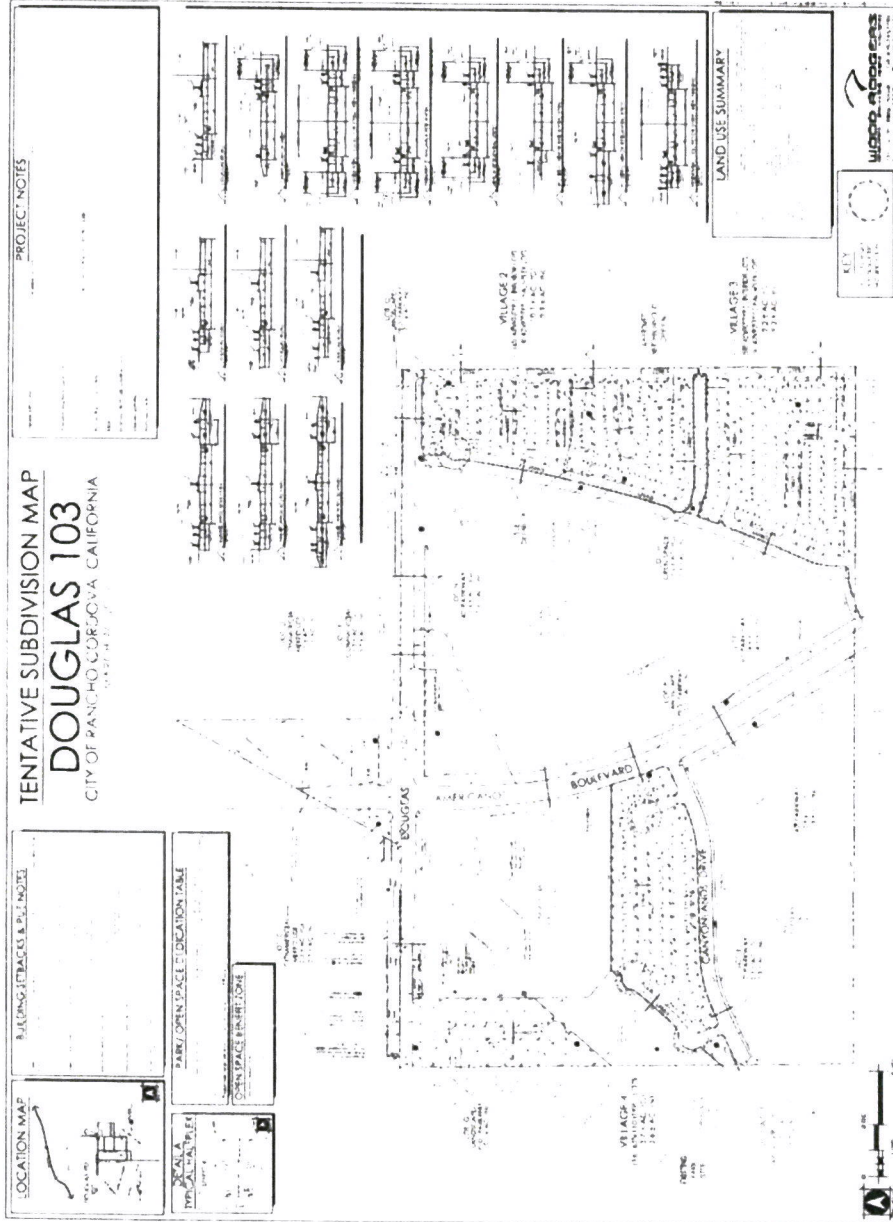


EXHIBIT "2"

Small Lot Tentative Map and Land Use Summary



2407682.3