

OFFICIAL BUSINESS  
Document entitled to free recording  
Government Code §6103

Recording requested by, and  
when recorded return to:

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



Sacramento County Recorder  
Craig A. Kramer, Clerk/Recorder  
BOOK **20131011** PAGE **0488**

Friday, OCT 11, 2013 11:58:54 AM  
Ttl Pd \$0.00 Rcpt # 0007983619

DHB/58/1-12

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
RELATIVE TO DOUGLAS 98  
BY AND BETWEEN  
THE CITY OF RANCHO CORDOVA AND DOUGLAS ROAD 105, LLC**

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
RELATIVE TO DOUGLAS 98  
BY AND BETWEEN  
THE CITY OF RANCHO CORDOVA AND DOUGLAS ROAD 105, LLC**

This First Amendment (the "First Amendment") to the Development Agreement is dated September 3, 2013, for references purposes only, is made by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation ("City"); and **DOUGLAS ROAD 105, LLC**, a California limited liability company (the "Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as a "Party."

**RECITALS**

A. The City and Douglas Road 98, LP, a California limited partnership, entered into a Development Agreement effective April 6, 2006 and was recorded on May 5, 2006 in the Official Records of Sacramento County at Book 20060505, Page 0951 (the "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. The Property has changed ownership since the City and Douglas 98, LP entered into the Development Agreement. Douglas Road 105, LLC, a California limited liability company, ("Landowner") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP in the Agreement by virtue of that certain "Assumption Agreement Relative to Douglas 98" dated August 12, 2013. Landowner has provided the City with a title report indicating their ownership in fee of the Property.

C. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development 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, to revise the Landowner's park dedication obligations, to modify certain traffic thresholds in exchange for a supplemental fee, and to update obligations relating to the funding of police services, all as more fully set forth below in this First Amendment.

D. This First Amendment amends certain provisions of the Development Agreement applicable to the entire Property was adopted by City Ordinance No. 26-2013 on September 3, 2013.

**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:

**6.1** The General Plan amendment adopted by the City on February 21, 2006 by Resolution No. 16-2006;

**6.2** 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');

**6.3** The Mitigation Measures in both the Environmental Impact Report ('EIR') certified in July 2002 by the County of Sacramento (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 Addenda dated April 19, 2006 and August 2013;

**6.4** The Rezoning of the Property approved on March 6, 2006 by City Ordinance No. 08-2006 as further amended on September 3, 2013 by City Ordinance No. 26-2013;

**6.5** The Large Lot / Small Lot Tentative Subdivision Map approved on August 19, 2013 by City Resolution No. 103-2013;

**6.6** The Development Agreement adopted on March 6, 2006 by City Ordinance No. 07-2006 as amended on September 3, 2013 by City Ordinance No. 26-2013 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 3, 2028, which date is a period of fifteen (15) years from the date that City Ordinance No. 23-2013 approving the First Amendment takes effect, unless said terms 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.** 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 9.5 net acres of park land within the Project, set forth more specifically in the revised Exhibit 1 to the First Amendment (the "Dedicated

Land"). The Dedicated Land consists of 7.3 acres for a community park (Park Site A on Exhibit 1) and two neighborhood parks consisting of a total of 2.2 acres (Park Sites B and C on Exhibit 1).

The Landowner agrees it will construct all three parks in Exhibit 1. Landowner's obligation to construct the parks requires Landowner to design, construct and install park facility improvements (i.e., "turnkey parks") consistent with (i) the "Park Development Agreement" being negotiated between the Landowner and the Cordova Recreation and Park District, and (ii) then applicable City standards.

The Parties agree that the timing and complete construction of the parks in Exhibit 1 is a critical issue.

The timing of the construction of park sites shall comply with the requirements identified in the Park Development Agreement. In addition to the general authority under Section 9 of this First Amendment, the City has the specific authority to withhold building permits if construction of park site improvements are not in full compliance with the requirements of this First Amendment or the Park Development Agreement.

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 Cordova Recreation and 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 \$2,215 for each single-family residential parcel or residential parcel equivalent. Of the \$2,215 Park Development Impact Fee, \$2,109 is for parks and \$106 is for community open spaces such as but not limited to a public plaza, gathering space, greenway, or paseo.

The Park Development Impact Fee shall be adjusted on March 1, 2014 and annually thereafter no later than March 15<sup>th</sup> by the method provided in City Ordinance No. 24-2004 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 January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.
- (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 January, however the March 2014 adjustment factor shall be computed by dividing the "mean" index for January 2013.

The Park Development Impact Fee shall not include the cost of park street frontage improvements at parks. If and when the City adopts the Citywide Park Improvement

Fee, 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 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 9.5 acres of park land dedication being provided at the Project pursuant to this First Amendment will satisfy the park land dedication requirements of Resolution No. 28-2005."

**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 each park in Exhibit 1 to the Cordova Parks and Recreation District prior to the recordation of any final Subdivision Map. Park sites will not be accepted by the District for maintenance until the Cordova Parks and Recreation District notifies Landowner in writing that it accepts the park as fully satisfying the Landowner's obligations to construct the park under the terms of the Park Development Agreement."

**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 Dollars (\$1,000) for each residential parcel shown on the final maps for the Property (the "Park Renovation Fee"). Beginning January 1, 2014, 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 April and April 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 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. 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. 32-2006 pertaining to Police Tax Zone 28. 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 \$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 (1982-84 = 100) for the San Francisco-Oakland-San Jose Area. The CPI used shall be 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 Consumer Price Index 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 Consumer Price Index 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. 32-2006 pertaining to Police Tax Zone 28. The Landowner acknowledges that no final small lot subdivision maps shall be submitted to the City for approval 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 annually 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. Addition of Section 6.4.6 for Supplemental Traffic Impact Fee.** City and Landowner agree to add a new Section 6.4.6 to the Development Agreement as follows to fund traffic improvements to be constructed by the City in order to mitigate for the traffic impacts of the Project:

**“6.4.6 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 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. Landowner’s agreement to pay the Supplemental Traffic Impact Fee is conditioned upon the effectiveness of the Additional Project Approvals. 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 other than those immediately adjacent to the Property, including Douglas 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. 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.”

**9. Violation of CRPD Park Development Agreement.** Landowner agrees that the City will be 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.

**10. Exhibits.** Exhibit B of the Agreement “Large Lot Tentative Subdivision Map;” Exhibit C of the Agreement “Small Lot Tentative Subdivision Map;” Exhibit D-1 of the Agreement “Land use Map for the Property;” and Exhibit D-2 of the Agreement “Land Use Table” are all replaced with Exhibit 1 to this First Amendment “Large Lot / Small Lot Tentative Subdivision Map.” Exhibit 1 to this First Amendment includes all the categories of information previously provided in the four replaced exhibits in the Agreement.

**11. 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.

**12. 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.

**13. All Other Terms Remain in Force.** Except as amended by Sections 1 through 10 above, all terms and conditions of the Agreement remain in full force and effect.

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

**15. 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.

**16. 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.

*Signatures to Follow on Next Page*



IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 26-2013, adopted by the Council of the City on this 3rd day of September 2013, and Landowner has caused this First Amendment to be executed.

City of Rancho Cordova

DOUGLAS 105, LLC

By: Ted A. Gaebler

By: [Signature]

Name: Ted Gaebler

Name: Constantino Galaxidas

Title: City Manager

Title: Managing member

Date: Oct. 10, 2013

Date: Oct 9, 2013

Attest:

[Signature]  
Mindy Cuppy, City Clerk

Approved as to Form:

[Signature]  
Adam U. Lindgren

City Attorney

Date: 10/9, 2013


[Attach Certificate of Acknowledgment – Civil Code § 1189]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SACRAMENTO )

On Oct. 9, 2013 before me, Tiffany Clement, Notary Public, (here insert name and title of the officer), personally appeared Constantino Galazidas, 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  (Seal)



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SACRAMENTO )

On 10-10-13 before me, Mindy Cuppy, Notary Public, (here insert name and title of the officer), personally appeared Ted A. Gaebler, 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.

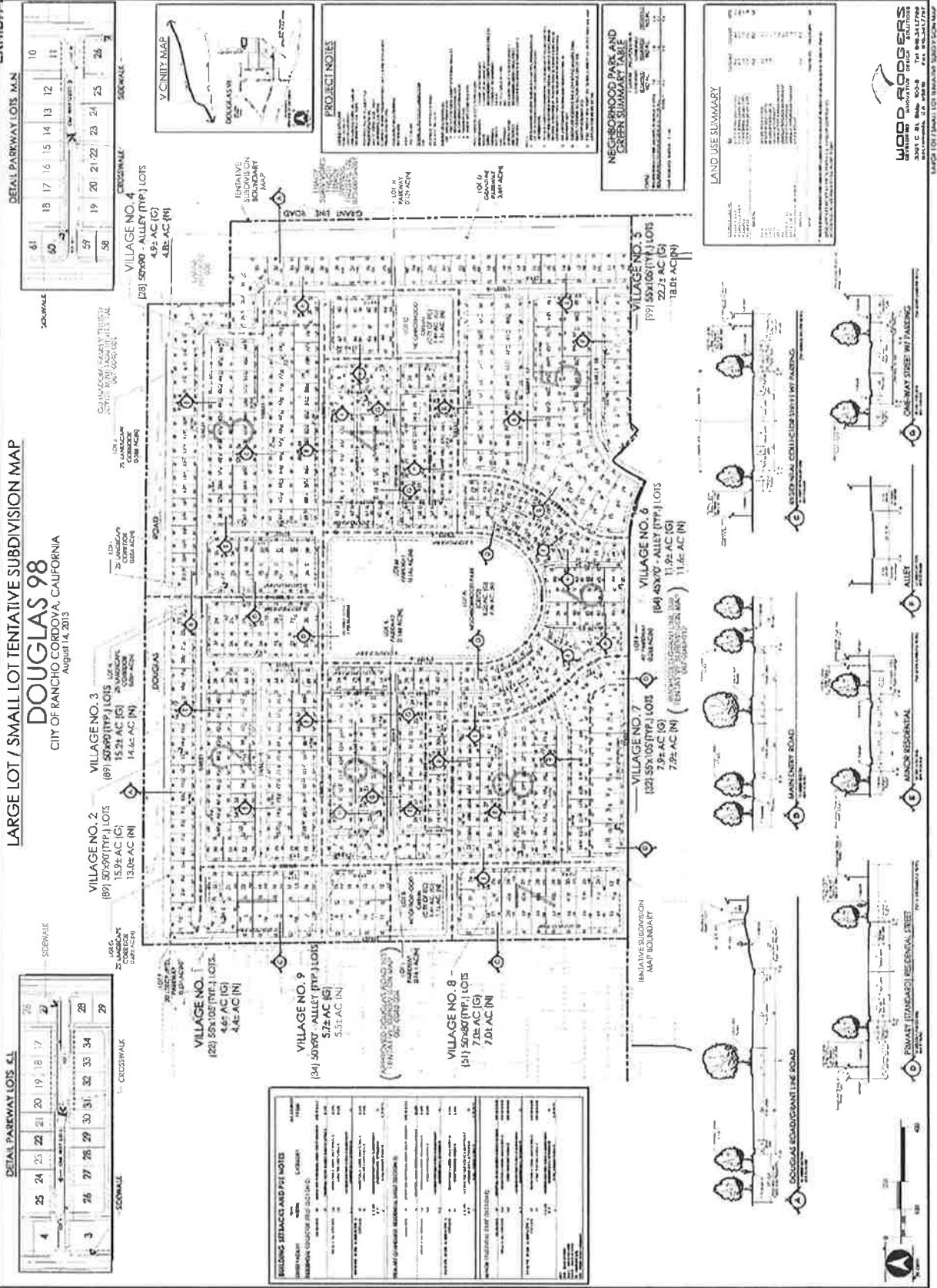
WITNESS my hand and official seal.

Signature Mindy Cuppy (Seal)  
2119427.8



LARGE LOT / SMALL LOT TENTATIVE SUBDIVISION MAP

**DOUGLAS 98**  
CITY OF RANCHO CORDOVA, CALIFORNIA  
August 14, 2013



**DETAIL PARKWAY LOTS E1**

4	25	24	25	21	19	18	17	2				
5	3	26	27	28	29	30	31	32	33	34	28	29

**DETAIL PARKWAY LOTS M1N**

61	50	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	7
57	58	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	7



**EXISTING SETBACKS AND SET NOTES**

SETBACK	EXEMPT	REMARKS
FRONT SETBACK	NO	FRONT SETBACK SHALL BE MAINTAINED AS SHOWN ON RECORD MAP.
REAR SETBACK	NO	REAR SETBACK SHALL BE MAINTAINED AS SHOWN ON RECORD MAP.
SIDE SETBACK	NO	SIDE SETBACK SHALL BE MAINTAINED AS SHOWN ON RECORD MAP.
ADJACENT LOT SETBACK	NO	ADJACENT LOT SETBACK SHALL BE MAINTAINED AS SHOWN ON RECORD MAP.
STREET SETBACK	NO	STREET SETBACK SHALL BE MAINTAINED AS SHOWN ON RECORD MAP.

**NEIGHBORHOOD PARK AND GREEN SUMMARY TABLE**

ITEM	DESCRIPTION	ACRES
1	NEIGHBORHOOD PARK	1.00
2	GREEN SPACE	1.00
3	TOTAL	2.00

**LAND USE SUMMARY**

LAND USE	ACRES
RESIDENTIAL	100.00
PARK	2.00
TOTAL	102.00

**WOB PARADISERS**  
3007 C St., Suite 100-8  
Rancho Cordova, CA 95670  
Tel: 916-441-7799  
Fax: 916-441-7799