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Government Code §6103

Recording requested by, and
when recorded return to:

137-2018
City of Rancho Cordova
2719 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk



Sacramento County
Donna Allred, Clerk/Recorder

Doc # **201808070942**

8/7/2018 2:03:23 PM

SLL
Titles 1
Pages 10

Fees	\$0.00
Taxes	\$0.00
PCOR	\$0.00
Paid	\$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 98
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND WOODSIDE 05N, LP**

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 98
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND WOODSIDE 05N, LP**

This Third Amendment (the "Third Amendment") to the Development Agreement is dated July 31, 2018, for references purposes only, is made by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation ("City"); and **WOODSIDE 05N, LP**, a California limited partnership (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.

C. The Property changed ownership again in 2018. Woodside 05N, LP, a California limited partnership, ("Landowner" or "Developer") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP and Douglas Road 105, LLC in the Development Agreement and any subsequent Amendments by virtue of that certain "Assignment and Assumption Agreement Relative to Douglas 98" dated April 17, 2018. Landowner has provided the City with a title report indicating their ownership of the Property.

D. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement to repeal and replace Exhibit A-1 to the Agreement, all as more fully set forth below in this Third Amendment.

E. This Third Amendment amending certain provisions of the Development Agreement applicable to the entire Property was adopted by City Ordinance No. 13-2018 on June 18, 2018.

AGREEMENT

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

2. Replacement of Exhibit A-1. City and Landowner agree that Exhibit A-1 to the Agreement, "Legal Description of the Property," is hereby repealed and replaced in its entirety with the updated version attached hereto and incorporated herein.

3. Restatement of Section 6.6 of the Recitals concerning "Project Approvals." City and Landowner agree that Section 6.6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

"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, as amended on March 5, 2018 by City Ordinance No. 2-2018 adopting the Second Amendment to the Development Agreement, and as amended on June 18, 2018 by City Ordinance No. 13-2018 adopting the Third Amendment to the Development Agreement."

4. Definition of Terms. All capitalized terms used in this Third Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this Second Amendment.

5. 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.

6. Recording. Within ten (10) days after the Effective Date, July 18, 2018, City shall record this Third Amendment with the Sacramento County Recorder's Office.

7. Counterparts. The Parties may execute this Third Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

8. Entire Agreement. This Third 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 Third Amendment will control if any conflict arises between it and the First Amendment or 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 Third Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 13-2018, adopted by the Council of the City on this ____ day of _____ 2018, and Landowner has caused this Third Amendment to be executed.

City of Rancho Cordova

WOODSIDE 05N, LP

By: Cyrus Abhar

By: Brian Cotting

Name: Cyrus Abhar

Name: Brian Cotting

Title: City Manager

Title: Authorized Agent

Date: 7-31, 2018

Date: July 19, 2018

Attest:

Stacy Leitner
Stacy Leitner, City Clerk

Approved as to Form:

Adam U. Lindgren

Adam U. Lindgren
City Attorney

Date: 7/30, 2018

[Attach Certificate of 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.

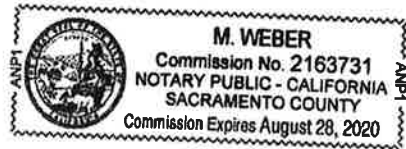
STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On 7/31/18 before me, Marie Weber, Notary, (here insert name and title of the officer), personally appeared Cyrus Abhar, 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 M. Weber (Seal)



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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 July 19, 2018 before me, E. Bennett, Notary Public, personally appeared Brian Cutting 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: *E Bennett* (Seal)



EXHIBIT A-1

LEGAL DESCRIPTION OF THE DOUGLAS 98 PROPERTY

All that real property situated in the State of California, County of Sacramento, City of Rancho Cordova, located in the Southeast quarter of Section 10 and the Northeast quarter of Section 15, Township 8 North, Range 7 East, M.D.M., being more particularly described as follows:

All of that certain parcel of land described in the Grant Deed to Douglas Road 105, LLC, recorded on March 14, 2016 in Book 20160314, Page 1031, Official Records of Sacramento County.

TOGETHER WITH AREA B being more particularly described as follows:

Beginning at a point location on the southeasterly boundary of "Area 3", as described in said Grant Deed, from which the most southerly corner thereof bears South 33°51'43" West, 39.00 feet; thence from said **POINT OF BEGINNING**, along said southeasterly boundary, North 33°51'43" East, 56.76 feet; thence, leaving said southeasterly boundary, South 24°52'15" West, 56.00 feet; thence along a non-tangent curve to the left, having a radius of 600.00 feet, the radius point of which bears South 24°52'15" West, through a central angle of 00°50'50", with an arc length of 8.87 feet to the **POINT OF BEGINNING**; containing 248 square feet, more or less.

ALSO TOGETHER WITH AREA D being more particularly described as follows:

Beginning at a point location on the southeasterly boundary of "Area 1", as described in said Grant Deed, from which the most southerly corner thereof bears South 66°27'35" West, 1.03 feet; thence from said **POINT OF BEGINNING**, along said southeasterly boundary, the following two (2) courses: (1) North 66°27'35" East, 38.10 feet; and (2) North 88°06'14" East, 26.75 feet to a point located on the North line of said Section 15, said point being the most easterly corner of said "Area 1"; thence, along said North line, South 89°45'35" East, 31.81 feet; thence, leaving said North line, South 76°55'18" West, 92.60 feet; thence North 33°19'22" West, 5.97 feet to the **POINT OF BEGINNING**; containing 707 square feet, more or less.

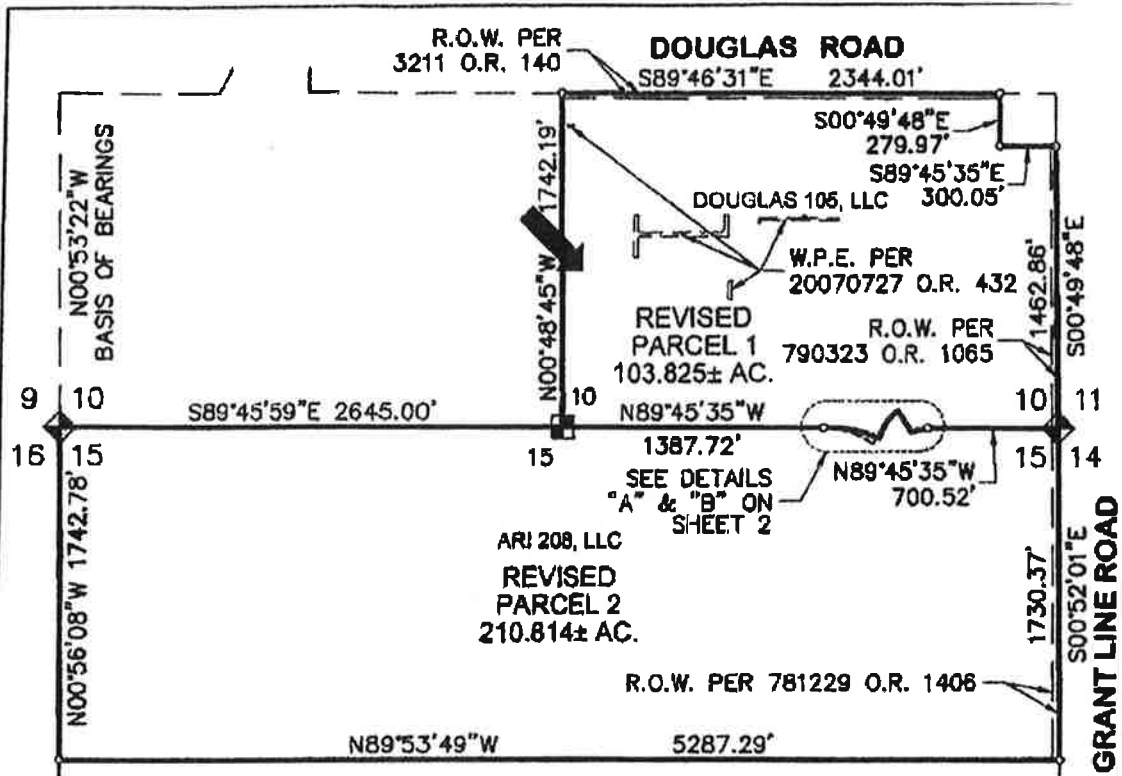
EXCEPTING THEREFROM AREA A being more particularly described as follows:

Beginning at the most southerly corner of "Area 3", as described in said Grant Deed; thence from said **POINT OF BEGINNING**, along the southwesterly boundary of said "Area 3", along a non-tangent curve to the left, having a radius of 500.00 feet, the radius point of which bears South 33°51'43" West, through a central angle of 31°57'27", with an arc length of 278.88 feet to a point located on the North line of said Section 15, said point being the most easterly corner of said "Area 3"; thence along said North line, South 89°45'35" East, 41.96 feet; thence, leaving said North line, along a tangent curve to the right, having a radius of 600.00 feet, through a central angle of 23°47'00", with an arc length of 249.06 feet; thence South 33°51'43" West, 39.00 feet to the **POINT OF BEGINNING**; containing 4,798 square feet, more or less.

ALSO EXCEPTING THEREFROM AREA C being more particularly described as follows:

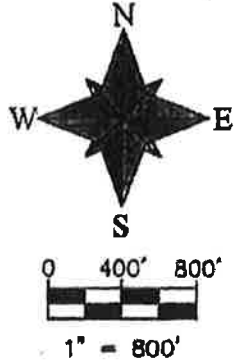
Beginning at the most southerly corner of "Area 1", as described in said Grant Deed; thence from said **POINT OF BEGINNING**, along the boundary of said "Area 3" and "Area 2", as described in said Grant Deed, the following three (3) courses: (1) North 37°20'37" West, 125.00 feet; (2) along a non-tangent curve to the left, having a radius of 207.00 feet, the radius point of which bears South 37°20'37" East, through a central angle of 18°47'40", with an arc length of 67.90 feet; and (3) South 33°51'43" West, 43.89 feet; thence, leaving boundary, North 24°52'15" East, 8.10 feet; thence along a tangent curve to the right, having a radius of 207.00 feet, through a central angle of 31°48'23", with an arc length of 114.91 feet; thence South 33°19'22" East, 127.52 feet to the southeasterly boundary of said "Area 3"; thence, along said southeasterly boundary, South 66°27'35" West, 1.03 feet to the **POINT OF BEGINNING**; containing 1,027 square feet, more or less.





LEGEND:

- PARCEL LINE BEING REMOVED: - - - - -
- ADJUSTED PARCEL LINE: _____
- OFFICIAL RECORDS: O.R.
- POINT OF BEGINNING: P.O.B.
- RADIAL BEARING: (R)
- SQUARE FEET: S.F.
- RIGHT OF WAY FOR PUBLIC ROAD: R.O.W.
- WATER PIPELINE EASEMENT: W.P.E.



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE WEST LINE OF FRACTIONAL SECTION 10, T.10 N., R.7 E., M.D.M., AS SHOWN ON THE LARGE LOT MAP OF "SUNRIDGE PARK PHASE II", FILED IN BOOK 348 OF MAPS, AT PAGE 1, THE BEARING OF WHICH IS GIVEN AS N00°53'22"E.

NOTE

BEARINGS FOR AREAS 1, 2 & 3 DESCRIBED IN THE GRANT DEEDS PER 20160314 O.R. 1031 AND 20160314 O.R. 1032 ARE ROTATED 00°00'07" COUNTERCLOCKWISE FROM THE BEARINGS SHOWN HEREON BASED UPON THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10, T.8N., R.7E., M.D.M.

TSD ENGINEERING, INC.
 expect more.
 783 Orchard Drive, Suite #110
 Folsom, CA 95630
 Phone: (916) 608-0707
 Fax: (916) 608-0701

EXHIBIT "C" - LOT LINE ADJUSTMENT
PORTIONS OF THE S.E. 1/4 OF SEC. 10 AND
THE N. 1/2 OF SEC. 15, T.8N., R.7E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

SCALE:
 1"=800'
DATE:
 4/8/2018
SHEET
 1 OF 2

