

Sacramento County Recorder
 Donna Allred, Clerk/Recorder
 BOOK **20150521** PAGE **0622**

Thursday, MAY 21, 2015 10:20:38 AM
 Ttl Pd \$0.00 Rcpt # 0008639105

ANW/33/1-21

OFFICIAL BUSINESS
 Document entitled to free recording
 Government Code Section 6103

RECORDING REQUESTED BY AND
 WHEN RECORDED, MAIL TO:

City of Rancho Cordova
 3121 Gold Canal Drive
 Rancho Cordova, CA 95670
 Attn: City Clerk

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

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
 RELATIVE TO GRANTLINE 208
 BY AND BETWEEN THE CITY OF RANCHO CORDOVA
 AND ARI 208, LLC**

This First Amendment to Development Agreement ("**First Amendment**") is entered into this 16 day of March, 2015, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation ("**City**"), and **ARI 208, LLC**, a California limited liability company ("**Landowner**"), who agree as follows.

RECITALS

A. City and Pulte Home Corporation, a Michigan corporation, entered into that certain Development Agreement dated June 19, 2006 ("**Agreement**") recorded on July 26, 2006, in the Office of the Sacramento County Recorder in Book 20060728, Page 598, 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 to the Agreement (the "**Property**").

B. The Property has changed ownership since City and Pulte Home Corporation entered into the Agreement. On December 24, 2008, Pulte Home Corporation assigned all of its rights, title, interest and obligations under the Agreement to Sacramento Grantline Venture Group, LLC, a California limited liability company ("**SGVG**"), and SGVG assumed all of said rights and obligations under the Agreement. On April 3, 2009, SGVG assigned all its rights, title, interest and obligations under the Agreement to **GL One Investors, LLC**, a California limited liability company ("**GL One**"), and GL One assumed all of said rights and obligations of SGVG under the Agreement. ARI 208, LLC, a California limited liability company currently owns the Property and has assumed all of the interests and obligations of GL One in the Agreement by virtue of that certain Assumption Agreement Relative to Grantline 208, dated September 24, 2009. Landowner has provided City with a title report indicating its ownership in fee of the Property.

C. Pursuant to Government Code section 65868, City and Landowner now desire to modify and amend the Agreement to reflect certain changes to Landowner's obligations to pay certain fees for park renovations at existing City parks and improvements at new City parks, to revise Landowner's park obligations, to modify certain traffic thresholds in exchange for a supplemental fee, to update obligations relating to the funding of police services, and to make other revisions, all as more fully set forth below in this First Amendment.

D. This First Amendment amends certain provisions of the Agreement applicable to the entire Property, and was adopted by City Ordinance No. 2-2015 on March 16, 2015. All capitalized terms used in this First 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 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 certified by the County of Sacramento in July 2002 (State Clearinghouse No. 97022055), as revised by City on November 7, 2011, and the Mitigated Negative Declaration adopted on February 1, 2006, as further analyzed in the Addendum dated February 2015;

6.3 The Rezoning of the Property, approved by City on February 21, 2006 by City Ordinance No. 08-2006 as further amended on March 16, 2015 by City Ordinance No. 2-2015;

6.4 The Large Lot Tentative Subdivision Map approved on March 2, 2015 by City Resolution No. 24-2015 (attached hereto as **Exhibit 1**);

6.5 The Small Lot Tentative Subdivision Map approved on March 2, 2015 by City Resolution No. 24-2015 (attached hereto as **Exhibit 2**);

6.6 The Agreement adopted on June 19, 2006, by City Ordinance No. 34-2006 as amended on March 16, 2015 by City Ordinance No. 2-2015 adopting the First Amendment."

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 April 15, 2030, which date is a period of fifteen (15) years from the date that City Ordinance No. 2-2015 approving the First Amendment takes effect, unless said term is terminated, modified or extended by circumstances set forth in this Agreement.

Following expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

4. Restatement of Section 6.4.1 Concerning the “New Park Development Obligation.” City and Landowner agree that Section 6.4.1 of the Agreement is hereby deleted and replaced with the following:

“6.4.1 New Park Development Obligation.

(i) Dedication of Quimby Park Land.

Landowner’s obligation to dedicate land to the Cordova Recreation and Park District (“**Park District**”) pursuant to California Government Code Section 66477 (the “**Quimby Act**”) shall be satisfied by Landowner’s dedication of Lot B to Park District and payment of in lieu fees for the 0.5 acre shortfall as shown on the Large Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**. The payment of in lieu fees for this 0.5 acre shortfall shall be paid to City prior to the recordation of the first final subdivision map.

If City elects to move forward with the proposed bicycle/pedestrian undercrossing of Americanos Boulevard (the “**Undercrossing**”) pursuant to Section 6.4.8(a) hereof, Landowner hereby acknowledges that it will be responsible for payment of additional in lieu fees for the resulting shortfall in park land dedication. City shall provide Landowner with written notice of its decision whether to move forward with the Undercrossing prior to the issuance of the 250th building permit by City for the Project. Upon receipt of notice from City that the Undercrossing will be constructed, City shall calculate the additional shortfall in park land dedication resulting therefrom. The payment of in lieu fees for any shortfall resulting from construction of the Undercrossing shall be paid to City prior to the recordation of the first final small lot subdivision map within Phase 2 of the Project as shown on the large lot phasing plan as described in Section 6.4.7 herein. In the event Landowner records the first final small lot subdivision map within Phase 2 of the Project as shown on the large lot phasing plan as described in Section 6.4.7 herein prior to issuance of the 250th building permit by City for the Project, and City subsequently provides Landowner with written notice of its decision to move forward with the Undercrossing prior to the issuance of the 250th building permit by City for the Project, then Landowner shall pay in lieu fees for any shortfall resulting from construction of the Undercrossing within sixty (60) days of receipt of said written notice from City. Failure to pay the in lieu fees as required under this Section shall be a violation of this Agreement authorizing the City to pursue all remedies available under this Agreement and in law, including but not limited to, ceasing to issue further building permits for the Project until the in lieu fees have been paid in full by Landowner.

(ii) Dedication of Neighborhood Greens Park Land.

Landowner’s obligation to dedicate park land to City for neighborhood green open space shall be satisfied by Landowner’s dedication of Lot E, as shown on the Large Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**.

(iii) Park Land Improvement.

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

In addition to the general authority under Section 17 of the First Amendment, City has the specific authority to withhold building permits if Landowner is not in compliance with its requirements under the First Amendment or the Park Development Agreement.

(iv) Timing of Park Land Improvements.

Landowner shall commence construction of the improvements to the neighborhood green park, shown as Lot E in **Exhibit 1** of the First Amendment, prior to the issuance of the 166th residential building permit for the Project by City (prior to the issuance of that permit, City will have issued 33% of the total 502 residential building permits for the Project). Landowner shall complete and make all the improvements to the neighborhood green park open and fully operational within one (1) year from the issuance of the 166th residential building permit for the Project by City. City, at its discretion, may allow additional time for minor punch list work to be completed. Pursuant to the terms of the Park Development Agreement to be negotiated between Landowner and Park District, Landowner shall enter into an agreement to reimburse Park District the costs for oversight of the design and construction of the turnkey neighborhood green park.

The neighborhood green park, shown as Lot E in **Exhibit 1**, will be designed and constructed to a maximum budget of Five Hundred Seventy Seven Thousand Five Hundred Ninety Eight Dollars (\$577,598) ("**Maximum Budget**"), which shall include administration costs, management costs, and all other applicable costs reimbursed to City and Park District, as well as onsite utility costs and related connection fees. The design and construction will be adjusted as required to provide a complete project for the Maximum Budget unless otherwise approved by City and Park District prior to commitment of funds in excess of the Maximum Budget. However, in no event shall Landowner be required to commit funds in excess of the Maximum Budget. Further, Landowner shall not be required to construct neighborhood green improvements the cost of which would be in excess of the Maximum Budget unless the City provides the excess funding. The Maximum Budget shall be adjusted on January 1, 2016 and annually thereafter, no later than January 15th by the method provided in Section 6.4.1(v) of the First Amendment, similar to park development impact fees.

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

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for Park District and 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 Nine Thousand, Eleven Dollars and Ninety-Two Cents (\$9,011.92) for each single-family residential parcel or residential parcel equivalent. Of the Nine Thousand Eleven Dollars and Ninety-

Two Cents (\$9,011.92) Park Development Impact Fee, Eight Thousand Eight Hundred Sixty-Seven Dollars and Fifty-Six Cents (\$8,867.56) is for Quimby Act park development and One Hundred Forty-Four Dollars and Thirty-Six Cents (\$144.36) is for a community gathering place – plaza and administration by the City.

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.

The Park Development Impact Fee does not currently include the cost of park street frontage improvements at parks. However, if at any point prior to construction of park street frontage improvements, the Park Development Impact Fee is amended to include the cost of such improvements, to the extent Landowner constructs any park street frontage improvements, Landowner shall be entitled to credits against the payment of the Park Development Impact Fee described in this Section 6.4.1. To the extent Landowner cannot utilize such credits, Landowner shall be entitled to receive reimbursements for its construction of such park street frontage improvements.

Additionally, if and when City adopts the Citywide Park Improvement Fee, or an Area-Wide Park Improvement Fee applicable to the Project, Landowner and City agree 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 City’s community gathering place – plaza and administration (One Hundred Forty-Four Dollars and Thirty-Six Cents (\$144.36)) will continue as required under the First Amendment. Under no circumstances shall Landowner be required to pay any new Citywide/ Area-Wide Park Improvement Fee in addition to the portion of the Park Development Impact Fee used for parks as set forth in the First Amendment.

City further agrees and acknowledges that the park land dedication and neighborhood green being provided at the Project pursuant to the First Amendment will satisfy Quimby Act park land and community open space dedication requirements, except for a 0.5 acre shortfall in park land as well as any additional shortfall in park land resulting from Landowner’s construction of

the proposed Undercrossing, for which an in lieu fee payment shall be made pursuant to Section 6.4.1(i) hereof. If necessary, Landowner will prepare and record a lot line adjustment to accurately reflect the lot line between the Undercrossing and the park land dedicated pursuant to this Section.”

5. Restatement of Section 6.4.2 Concerning the “Timing of Dedications and Improvements of Parks.” City and Landowner agree that Section 6.4.2 of the Agreement is hereby deleted and replaced with the following:

“6.4.2 Timing of Dedications of Parks. Landowner shall irrevocably offer to dedicate the neighborhood green site shown in **Exhibit 1** to City or Park District prior to the recordation of the first final subdivision map. As of the Effective Date, City and Park District have not determined which entity, City or Park District, will design, own, operate and maintain the neighborhood green. City will inform Landowner of City’s decision regarding the neighborhood green prior to, or at the time, Landowner requests approval of the first final subdivision map. Landowner shall irrevocably offer to dedicate the park site and Undercrossing site prior to the recordation of the large lot map creating these parcels. The Parties hereby acknowledge that recordation of the first final subdivision map creating the park site and Undercrossing site is the appropriate timing to irrevocably offer to dedicate these sites, as the Parties expect that the necessary lot line adjustment, if any, will have been made, and the final configuration of the park site and Undercrossing site will be known. The park site will be accepted by Park District for maintenance pursuant to the terms of the Park Development Agreement. The Undercrossing site will be accepted by City.

6. Restatement of Section 6.4.3 Concerning the “In-fill Park and Open Space Renovation and Acquisition Fee.” City and Landowner agree that Section 6.4.3 of the Agreement is hereby deleted and replaced with the following:

“6.4.3 In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that development of the Property shall be subject to the park renovation fee (the **“Park Renovation Fee”**). Landowner agrees that it shall pay City the total sum of One Thousand Fifty Dollars and Fifty-Two Cents (\$1,050.52) for each residential parcel shown on the final small lot final subdivision 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 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 the City. 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 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. 38-2006 pertaining to Police Tax Zone 37. Within 180 days following the date of the City Council’s approval of the First Amendment, Landowner shall support the annexation of the Project into Community Facilities District 2013-2 (“**Police Services CFD**”), and cover Landowner’s fair share costs of the Police Services CFD annexation not to exceed Seven Thousand Dollars (\$7,000). City agrees that the new Police Services 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 Police Services 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 Police Services CFD. The new Police Services 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 Police Services 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 Police Services CFD in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised. The Police Services 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 the Police Services CFD, the City Council will rescind City Ordinance No. 38-2006 pertaining to Police Tax Zone 37. Landowner acknowledges that no final small lot subdivision maps shall be approved by 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 as amended hereby. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to pay under this Agreement, as amended hereby, the difference between the amount of the

Police Special Tax before Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above."

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

"6.4.5 Streets, Street Lighting and Landscaping Maintenance. Landowner and City agree that 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, public frontage, median landscape improvements, and regional trails. This may be accomplished through annexation to City's Communities Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by Landowner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. 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 Section 6.4.6. "Stormwater Utility Fee." City and Landowner agree to add a new Section 6.4.6 of the Agreement as follows:

"6.4.6 Stormwater Utility Fee. Landowner and City agree that 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 City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by Landowner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Projects stormwater drainage and flood protection system. Landowner shall support the annexation of the Project into 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 Section 6.4.7. "Phasing Plan." City and Landowner agree to add a new Section 6.4.7 of the Agreement as follows:

"6.4.7 Phasing Plan. Prior to approval of any final map, 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, park road frontage improvements and other utilities, and will be based on City's Guiding Principles for Phasing of Transportation, Infrastructure and Utility Services, to the satisfaction of 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 final small lot subdivision map for an individual phase, Landowners shall prepare and submit to City a "small lot phasing plan" that addresses full build-out of all secondary streets and utility infrastructure. The

small lot phasing plan will show the blocks of the small lot tentative map to be constructed and all roads, bike trails and other infrastructure required to serve the use of the proposed units within each block to the satisfaction of City's Public Works Department. The small lot phasing plan will also be defined by 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 City's Public Works Department.

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

11. Addition of Section 6.4.8. "New Supplemental Traffic Impact Fee." City and Landowner agree to add a new Section 6.4.8 to the Agreement as follows:

"6.4.8 New Supplemental Traffic Impact Fee. City and Landowner agree Landowner shall pay a new supplemental traffic impact development fee to City in the amount of Five Thousand Sixty Dollars (\$5,060) for each residential lot shown on the final small lot subdivision maps for the Property (the **"Supplemental Traffic Impact Fee"**). Landowner shall pay the Supplemental Traffic Impact Fee in the following increments: (i) Eight Hundred Sixty-Five Dollars (\$865) for each residential lot at the time of recordation of a final small lot subdivision map for the residential lot; and (ii) Four Thousand One Hundred Ninety-Five Dollars (\$4,195) at the time of issuance of a building permit for a residential lot. By agreeing to pay the Supplemental Traffic Impact Fee, City agrees that Landowner and the Property will have satisfied its obligation under the Conditions of Approval and Mitigation Monitoring Reporting Program for offsite traffic improvements and shall not be made subject to constructing or funding the construction of offsite roadway improvements. The term **"offsite roadway improvements"** as used in the preceding sentence shall include Grant Line Road and associated frontage improvements. City agrees that it will apply the Supplemental Traffic Impact Fee to fund the Rancho Cordova Parkway Interchange or the costs of other roadway improvements needed to improve access to U.S. Highway 50 from the Project area. Landowner shall be entitled to fee credits against and/or reimbursements from this Supplemental Traffic Impact Fee should Landowner construct any improvements otherwise intended to be funded by such Supplemental Traffic Impact Fee. The above Supplemental Traffic Impact Fee will not be subject to increase or decrease as a result of changes in any City traffic impact fees."

12. Addition of Section 6.4.8(a). "Bicycle/Pedestrian Undercrossing." City and Landowner agree to add a new Section 6.4.8(a) of the Agreement as follows:

"6.4.8(a) Bicycle/Pedestrian Undercrossing and Reimbursement.

City and Landowner agree that Landowner shall have no obligation to construct the Undercrossing unless it is budgeted/included in each of the following City documents: (i) City's Capital Improvement Plan; (ii) City's Bicycle Master Plan; and (iii) City's Pedestrian Master Plan. To the extent the Undercrossing is included in each of these documents and City has provided Landowner with written notice of its decision to move forward with the Undercrossing prior to the issuance of the 250th building permit by City for the Project, pursuant to conditions of approval for the Small Lot Tentative Subdivision Map, attached hereto as **Exhibit 1**, Landowner shall commence construction of the Undercrossing prior to recordation of the first final small lot subdivision map within Phase 2 of the Project as shown on the large lot phasing plan as described in Section 6.4.7 herein. Additionally, City shall approve plans and specifications for the Undercrossing prior to the award of the contract for the Project. Landowner shall follow all public contracting code requirements for use of public funds. Upon approval of the plans and specifications, Landowner and City shall enter into a reimbursement agreement containing a reimbursement schedule consistent with this Section.

Once the construction contract for the Undercrossing has been executed and bonds posted for its completion pursuant to City ordinance, Landowner shall be entitled to full reimbursement in the amount of the construction cost of the Undercrossing (including all customary soft costs, the hard construction costs and permitted administrative costs) ("**Construction Cost**"). City hereby agrees to reimburse Landowner for the Construction Cost on a progress payment basis as follows: Landowner shall first invoice City upon City's approval of plans and specifications for the Undercrossing, and City shall reimburse Landowner for all customary soft costs incurred by Landowner for preparation and City approval of said plans and specifications. Thereafter, Landowner shall invoice City upon completion of twenty-five (25) percent, fifty (50) percent, seventy-five (75) percent, and one hundred (100) percent of the work under the construction contract. City shall reimburse Landowner within thirty (30) days of receipt of each invoice. Landowner hereby agrees to submit with each invoice documentation supporting the amount of the invoice, including proof of Landowner's payment in the amount thereof.

If the total Construction Cost is less than One Million Two Hundred Thousand Dollars (\$1,200,000), Landowner's payment of in lieu fees for any park dedication shortfall resulting from construction of the Undercrossing shall be included as a Construction Cost, subject to reimbursement as described in this Section, but not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000). If the total Construction Cost is equal to or greater than One Million Two Hundred Thousand Dollars (\$1,200,000), Landowner's payment of in lieu fees for any park dedication shortfall resulting from construction of the Undercrossing shall not be reimbursable."

13. Addition of Section 6.4.9. "Formation of Open Space Maintenance District."

City and Landowner agree to add a new Section 6.4.9 of the Agreement as follows:

"6.4.9 Additional Mello-Roos Maintenance Community Facilities District. At its sole discretion, City shall consider for inclusion in a Mello-Roos Community Facilities District, or other financing mechanism, the costs to maintain the

wetland preserves within the Project as finally determined by the Army Corps of Engineers in its approval of the 404 Permit for the development of the Project.”

14. Restatement of Section 10.1(i) Concerning “Formation, Consent, Waiver and Special Benefit.” 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 public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; City owned neighborhood greens; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains or ornamental structures.”

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

“ii. Cause to be established appropriate funding mechanisms, to the satisfaction of Park District, to fund the ongoing maintenance of park facilities, Park District owned neighborhood greens and improvements within the Project, and any other park improvements pursuant to the Project Approvals.”

16. Restatement of Section 20 Concerning “Transfers and Assignments.” City and Landowner agree that Section 20 of the Agreement is hereby deleted and replaced with the following:

20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement, as amended hereby, as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit 4** and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the “Landowner,” with all rights and obligations related thereto, with respect to such conveyed property.

Landowner shall also have the full right to assign or hypothecate all or any portion of its interest in any rights to fee credits and/or reimbursements as security for financing any improvements required for the Project, including, but not limited to, the Undercrossing.”

17. Violation of Park Development Agreement. Landowner agrees that City will be a third party beneficiary of the Park Development Agreement, but only if Park District consents to such third party beneficiary status in the Park Development Agreement. Provided that Park District identifies 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 City as a violation of this First Amendment. If for any reason 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.

18. **Exhibits.** Exhibit B "Grantline 208 Large Lot Tentative Subdivision Map", Exhibit C "Grantline 208 Small Lot Tentative Subdivision Map", Exhibit D-1 "Land Use Map for the Property", Exhibit D-2 "Land Use Table", and Exhibit E "Diagram of Park Land Dedication" to the Agreement are all replaced with Exhibit 1 "Large Lot Tentative Subdivision Map" and Exhibit 2 "Small Lot Tentative Subdivision Map" to this First Amendment. Exhibits 1 and 2 to this First Amendment include all the categories of information previously provided in the five replaced exhibits in the Agreement.

19. **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.

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

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

22. **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.

23. **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 First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 2-2015, adopted by the Council of the City on 16th day of March 2015, and Landowner has caused this First Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: BSN

Name: Brian S. Nakamura

Its: City Manager

"LANDOWNER"

ARI 208, LLC
a California limited liability company
By: AKT Development Corporation,
a California corporation

By: R. Bertolina

Name: Ron Bertolina

Its: Vice President

ATTEST:


City Clerk

APPROVED AS TO FORM:


~~FOR~~ Adam U. Lindgren
City Attorney

ACKNOWLEDGEMENT

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 18, 2015, before me, Mindy Cuppy, a Notary Public, personally appeared Brian S. Nakamura who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.


Mindy Cuppy, Notary Public



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 May 6, 2015 before me, Tawny Por, Notary Public
(insert name and title of the officer)

personally appeared Ron Bertolina
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.

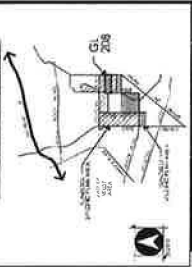
Signature  (Seal)



EXHIBIT "1"

Large Lot Tentative Map and Land Use Summary

LOCATION MAP



LARGE LOT TENTATIVE SUBDIVISION MAP

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA
FEBRUARY 4, 2015

PROJECT NOTES

CONSULTANTS
 CIVIL ENGINEERING, LLC
 3801 SPIELMAN WAY
 SACRAMENTO, CA 95821
 (916) 486-1100
 WWW.CIVILENGINEERINGLLC.COM

PLANNING AND DESIGN
 3371 C STREET S.W. 503
 SEASIDE, CA 94134
 PHONE: 916 341-7742
 FAX: 916 341-7742
 WWW.WOODRODGERS.COM

ASSISTANT PLANNING MANAGER
 507 BOND STREET 5TH FLOOR
 SACRAMENTO, CA 95833

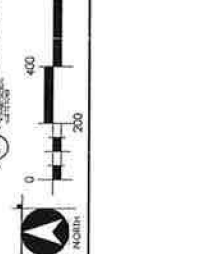
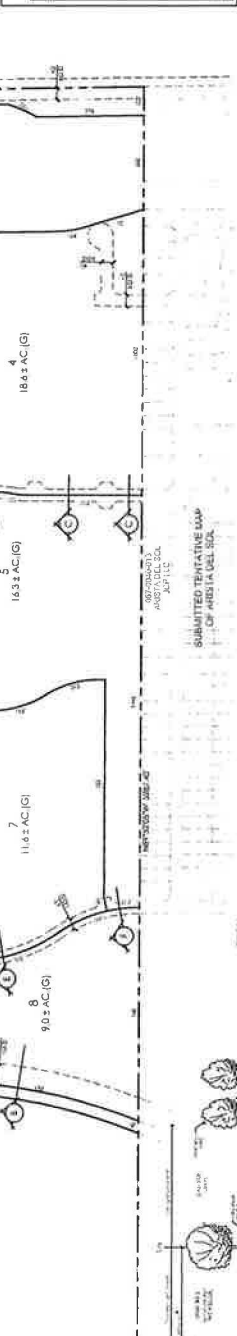
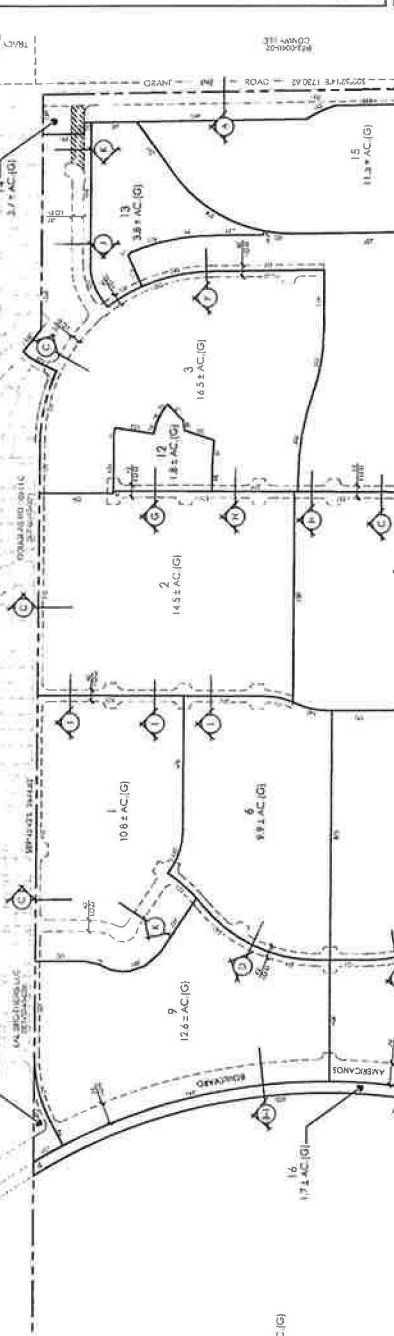
EXISTING PROPOSED GENERAL PLAN
 EXISTING: UNDESIGNED ZONING
 PROPOSED: RPD-10
 MAPS: 1001
 MAPS: 1001

LOCAL AGENCIES & FACILITY PROVIDERS
 FIRE DEPARTMENT: COUNTY OF SACRAMENTO
 WATER: COUNTY OF SACRAMENTO
 SANITATION: COUNTY OF SACRAMENTO
 PATHWAYS: SAUSD
 GAS: PACIFIC GAS & ELECTRIC
 CABLE: SBCOMMUNICATIONS
 SCHOOL DISTRICT: RANCHO CORDOVA UNIFIED SCHOOL DISTRICT
 REGIONAL DISTRICT: SACRAMENTO METRO AREA DISTRICT
 COUNTY DISTRICT: CORDOVA REGIONAL 12 PAR DISTRICT

NOTES:
 1. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 2. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISHED GRADE.
 3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 24" BELOW FINISHED GRADE.
 4. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 18" BELOW FINISHED GRADE.
 5. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 12" BELOW FINISHED GRADE.
 6. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 6" BELOW FINISHED GRADE.
 7. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 0" BELOW FINISHED GRADE.
 8. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF -6" BELOW FINISHED GRADE.
 9. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF -12" BELOW FINISHED GRADE.
 10. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF -18" BELOW FINISHED GRADE.
 11. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF -24" BELOW FINISHED GRADE.
 12. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF -30" BELOW FINISHED GRADE.
 13. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF -36" BELOW FINISHED GRADE.
 14. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF -42" BELOW FINISHED GRADE.
 15. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF -48" BELOW FINISHED GRADE.

LAND USE SUMMARY

| RELEASE NO. | ISSUING AGENCY | LAND USE | ACRES | TOTAL |
|-------------|----------------|---------------|-------|-------|
| 1 | SAUSD | SINGLE FAMILY | 14.2 | |
| 2 | SAUSD | SINGLE FAMILY | 14.2 | |
| 3 | SAUSD | SINGLE FAMILY | 14.2 | |
| 4 | SAUSD | SINGLE FAMILY | 14.2 | |
| 5 | SAUSD | SINGLE FAMILY | 14.2 | |
| 6 | SAUSD | SINGLE FAMILY | 14.2 | |
| 7 | SAUSD | SINGLE FAMILY | 14.2 | |
| 8 | SAUSD | SINGLE FAMILY | 14.2 | |
| 9 | SAUSD | SINGLE FAMILY | 14.2 | |
| 10 | SAUSD | SINGLE FAMILY | 14.2 | |
| 11 | SAUSD | SINGLE FAMILY | 14.2 | |
| 12 | SAUSD | SINGLE FAMILY | 14.2 | |
| 13 | SAUSD | SINGLE FAMILY | 14.2 | |
| 14 | SAUSD | SINGLE FAMILY | 14.2 | |
| 15 | SAUSD | SINGLE FAMILY | 14.2 | |
| 16 | SAUSD | SINGLE FAMILY | 14.2 | |
| 17 | SAUSD | SINGLE FAMILY | 14.2 | |
| 18 | SAUSD | SINGLE FAMILY | 14.2 | |
| 19 | SAUSD | SINGLE FAMILY | 14.2 | |
| 20 | SAUSD | SINGLE FAMILY | 14.2 | |
| 21 | SAUSD | SINGLE FAMILY | 14.2 | |
| 22 | SAUSD | SINGLE FAMILY | 14.2 | |
| 23 | SAUSD | SINGLE FAMILY | 14.2 | |
| 24 | SAUSD | SINGLE FAMILY | 14.2 | |
| 25 | SAUSD | SINGLE FAMILY | 14.2 | |
| 26 | SAUSD | SINGLE FAMILY | 14.2 | |
| 27 | SAUSD | SINGLE FAMILY | 14.2 | |
| 28 | SAUSD | SINGLE FAMILY | 14.2 | |
| 29 | SAUSD | SINGLE FAMILY | 14.2 | |
| 30 | SAUSD | SINGLE FAMILY | 14.2 | |
| 31 | SAUSD | SINGLE FAMILY | 14.2 | |
| 32 | SAUSD | SINGLE FAMILY | 14.2 | |
| 33 | SAUSD | SINGLE FAMILY | 14.2 | |
| 34 | SAUSD | SINGLE FAMILY | 14.2 | |
| 35 | SAUSD | SINGLE FAMILY | 14.2 | |
| 36 | SAUSD | SINGLE FAMILY | 14.2 | |
| 37 | SAUSD | SINGLE FAMILY | 14.2 | |
| 38 | SAUSD | SINGLE FAMILY | 14.2 | |
| 39 | SAUSD | SINGLE FAMILY | 14.2 | |
| 40 | SAUSD | SINGLE FAMILY | 14.2 | |
| 41 | SAUSD | SINGLE FAMILY | 14.2 | |
| 42 | SAUSD | SINGLE FAMILY | 14.2 | |
| 43 | SAUSD | SINGLE FAMILY | 14.2 | |
| 44 | SAUSD | SINGLE FAMILY | 14.2 | |
| 45 | SAUSD | SINGLE FAMILY | 14.2 | |
| 46 | SAUSD | SINGLE FAMILY | 14.2 | |
| 47 | SAUSD | SINGLE FAMILY | 14.2 | |
| 48 | SAUSD | SINGLE FAMILY | 14.2 | |
| 49 | SAUSD | SINGLE FAMILY | 14.2 | |
| 50 | SAUSD | SINGLE FAMILY | 14.2 | |
| 51 | SAUSD | SINGLE FAMILY | 14.2 | |
| 52 | SAUSD | SINGLE FAMILY | 14.2 | |
| 53 | SAUSD | SINGLE FAMILY | 14.2 | |
| 54 | SAUSD | SINGLE FAMILY | 14.2 | |
| 55 | SAUSD | SINGLE FAMILY | 14.2 | |
| 56 | SAUSD | SINGLE FAMILY | 14.2 | |
| 57 | SAUSD | SINGLE FAMILY | 14.2 | |
| 58 | SAUSD | SINGLE FAMILY | 14.2 | |
| 59 | SAUSD | SINGLE FAMILY | 14.2 | |
| 60 | SAUSD | SINGLE FAMILY | 14.2 | |
| 61 | SAUSD | SINGLE FAMILY | 14.2 | |
| 62 | SAUSD | SINGLE FAMILY | 14.2 | |
| 63 | SAUSD | SINGLE FAMILY | 14.2 | |
| 64 | SAUSD | SINGLE FAMILY | 14.2 | |
| 65 | SAUSD | SINGLE FAMILY | 14.2 | |
| 66 | SAUSD | SINGLE FAMILY | 14.2 | |
| 67 | SAUSD | SINGLE FAMILY | 14.2 | |
| 68 | SAUSD | SINGLE FAMILY | 14.2 | |
| 69 | SAUSD | SINGLE FAMILY | 14.2 | |
| 70 | SAUSD | SINGLE FAMILY | 14.2 | |
| 71 | SAUSD | SINGLE FAMILY | 14.2 | |
| 72 | SAUSD | SINGLE FAMILY | 14.2 | |
| 73 | SAUSD | SINGLE FAMILY | 14.2 | |
| 74 | SAUSD | SINGLE FAMILY | 14.2 | |
| 75 | SAUSD | SINGLE FAMILY | 14.2 | |
| 76 | SAUSD | SINGLE FAMILY | 14.2 | |
| 77 | SAUSD | SINGLE FAMILY | 14.2 | |
| 78 | SAUSD | SINGLE FAMILY | 14.2 | |
| 79 | SAUSD | SINGLE FAMILY | 14.2 | |
| 80 | SAUSD | SINGLE FAMILY | 14.2 | |
| 81 | SAUSD | SINGLE FAMILY | 14.2 | |
| 82 | SAUSD | SINGLE FAMILY | 14.2 | |
| 83 | SAUSD | SINGLE FAMILY | 14.2 | |
| 84 | SAUSD | SINGLE FAMILY | 14.2 | |
| 85 | SAUSD | SINGLE FAMILY | 14.2 | |
| 86 | SAUSD | SINGLE FAMILY | 14.2 | |
| 87 | SAUSD | SINGLE FAMILY | 14.2 | |
| 88 | SAUSD | SINGLE FAMILY | 14.2 | |
| 89 | SAUSD | SINGLE FAMILY | 14.2 | |
| 90 | SAUSD | SINGLE FAMILY | 14.2 | |
| 91 | SAUSD | SINGLE FAMILY | 14.2 | |
| 92 | SAUSD | SINGLE FAMILY | 14.2 | |
| 93 | SAUSD | SINGLE FAMILY | 14.2 | |
| 94 | SAUSD | SINGLE FAMILY | 14.2 | |
| 95 | SAUSD | SINGLE FAMILY | 14.2 | |
| 96 | SAUSD | SINGLE FAMILY | 14.2 | |
| 97 | SAUSD | SINGLE FAMILY | 14.2 | |
| 98 | SAUSD | SINGLE FAMILY | 14.2 | |
| 99 | SAUSD | SINGLE FAMILY | 14.2 | |
| 100 | SAUSD | SINGLE FAMILY | 14.2 | |



WOOD RODGERS
 DEVELOPING INNOVATIVE
 SOLUTIONS
 3801 C ST. BL. 500-5
 SACRAMENTO, CA 95833
 TEL: 916 341-7742
 FAX: 916 341-7742

EXHIBIT "2"

Small Lot Tentative Map and Land Use Summary

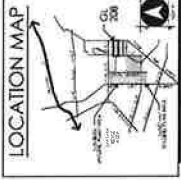
TENTATIVE SUBDIVISION MAP

GRANTLINE 208

CITY OF RANCHO CORDOVA, CALIFORNIA
FEBRUARY 4, 2015

BUILDING SETBACKS AND P.U.E. NOTES

| STREET FACILITY | MIN. | CATEGORY | MEASUREMENT | STREET FACILITY | MIN. | CATEGORY | MEASUREMENT |
|------------------------------------|------|------------------------------------|-------------|---|------|---|-------------|
| RESIDENTIAL COLLECTOR STREET (RCS) | 15' | RESIDENTIAL COLLECTOR STREET (RCS) | 15' | MODIFIED RESIDENTIAL COLLECTOR STREET (M-RCS) | 15' | MODIFIED RESIDENTIAL COLLECTOR STREET (M-RCS) | 15' |
| RESIDENTIAL STREET (RS) | 10' | RESIDENTIAL STREET (RS) | 10' | MODIFIED RESIDENTIAL STREET (M-RS) | 10' | MODIFIED RESIDENTIAL STREET (M-RS) | 10' |
| RESIDENTIAL DRIVE (RD) | 10' | RESIDENTIAL DRIVE (RD) | 10' | MODIFIED RESIDENTIAL DRIVE (M-RD) | 10' | MODIFIED RESIDENTIAL DRIVE (M-RD) | 10' |
| RESIDENTIAL ALLEY (RA) | 5' | RESIDENTIAL ALLEY (RA) | 5' | MODIFIED RESIDENTIAL ALLEY (M-RA) | 5' | MODIFIED RESIDENTIAL ALLEY (M-RA) | 5' |
| RESIDENTIAL DRIVE (RD) | 10' | RESIDENTIAL DRIVE (RD) | 10' | MODIFIED RESIDENTIAL DRIVE (M-RD) | 10' | MODIFIED RESIDENTIAL DRIVE (M-RD) | 10' |
| RESIDENTIAL DRIVE (RD) | 10' | RESIDENTIAL DRIVE (RD) | 10' | MODIFIED RESIDENTIAL DRIVE (M-RD) | 10' | MODIFIED RESIDENTIAL DRIVE (M-RD) | 10' |



PROJECT NOTES

1. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

2. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

3. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

4. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

5. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

6. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

7. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

8. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

9. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

10. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

11. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

12. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

13. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

14. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

15. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

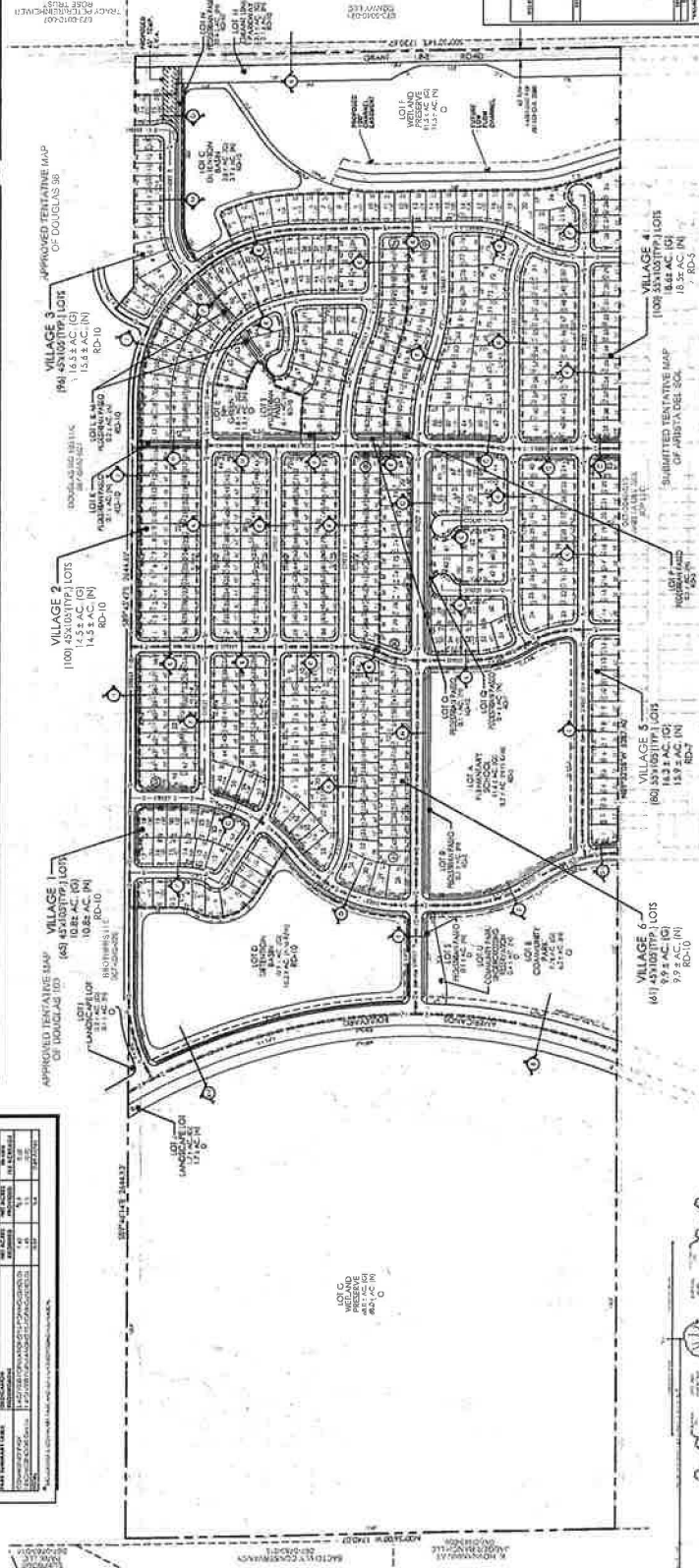
16. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

17. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

18. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

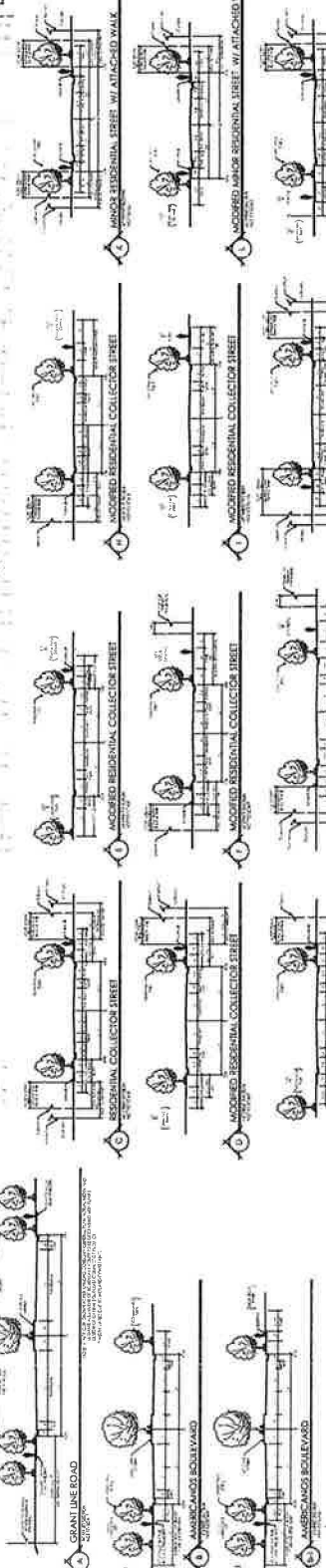
19. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

20. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.



LAND USE SUMMARY

| LAND USE | ACRES | PERCENTAGE |
|--------------|--------|------------|
| RESIDENTIAL | 100.00 | 100.00% |
| COMMERCIAL | 0.00 | 0.00% |
| INDUSTRIAL | 0.00 | 0.00% |
| AGRICULTURAL | 0.00 | 0.00% |
| PUBLIC USE | 0.00 | 0.00% |
| UNDEVELOPED | 0.00 | 0.00% |
| TOTAL | 100.00 | 100.00% |



WOOD ROGERS
INCORPORATED
SOLUTIONS
3001 C ST. SUITE 400A
SACRAMENTO, CA 95834
TEL 916-341-7760
FAX 916-341-7760

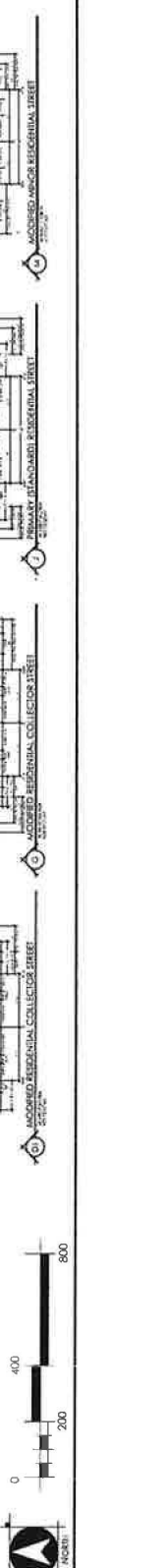
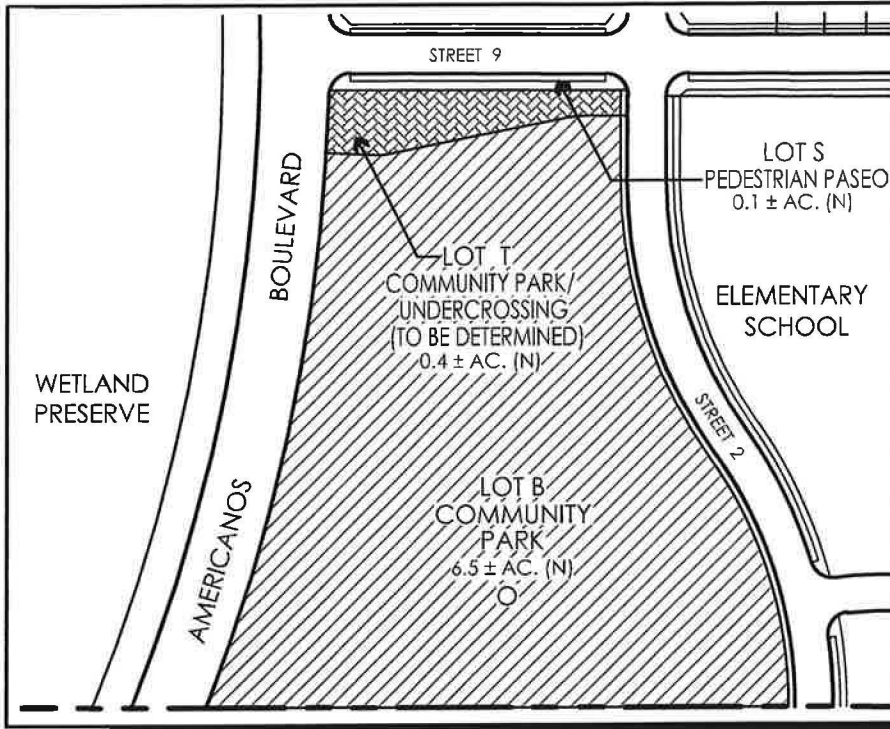


FIGURE 1

EXHIBIT 2B

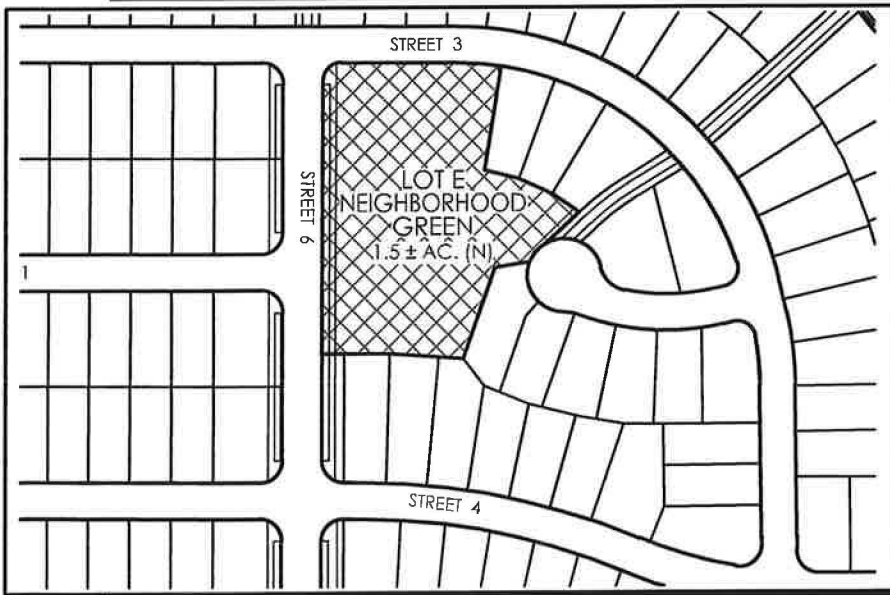
PARKLAND/OPEN SPACE DEDICATION & MAINTENANCE EXHIBIT
GRANTLINE 208
 CITY OF RANCHO CORDOVA, CALIFORNIA



TO BE DEDICATED TO THE CORDOVA RECREATION & PARK DISTRICT



TEMPORARY UNDERCROSSING RESERVATION (CITY TO PROVIDE WRITTEN NOTICE OF INTENT TO DEVELOPER PRIOR TO BE ISSUANCE OF BUILDING PERMIT #250.)

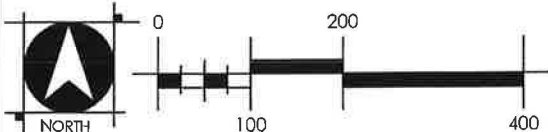


NEIGHBORHOOD GREEN

FEBRUARY 23, 2015

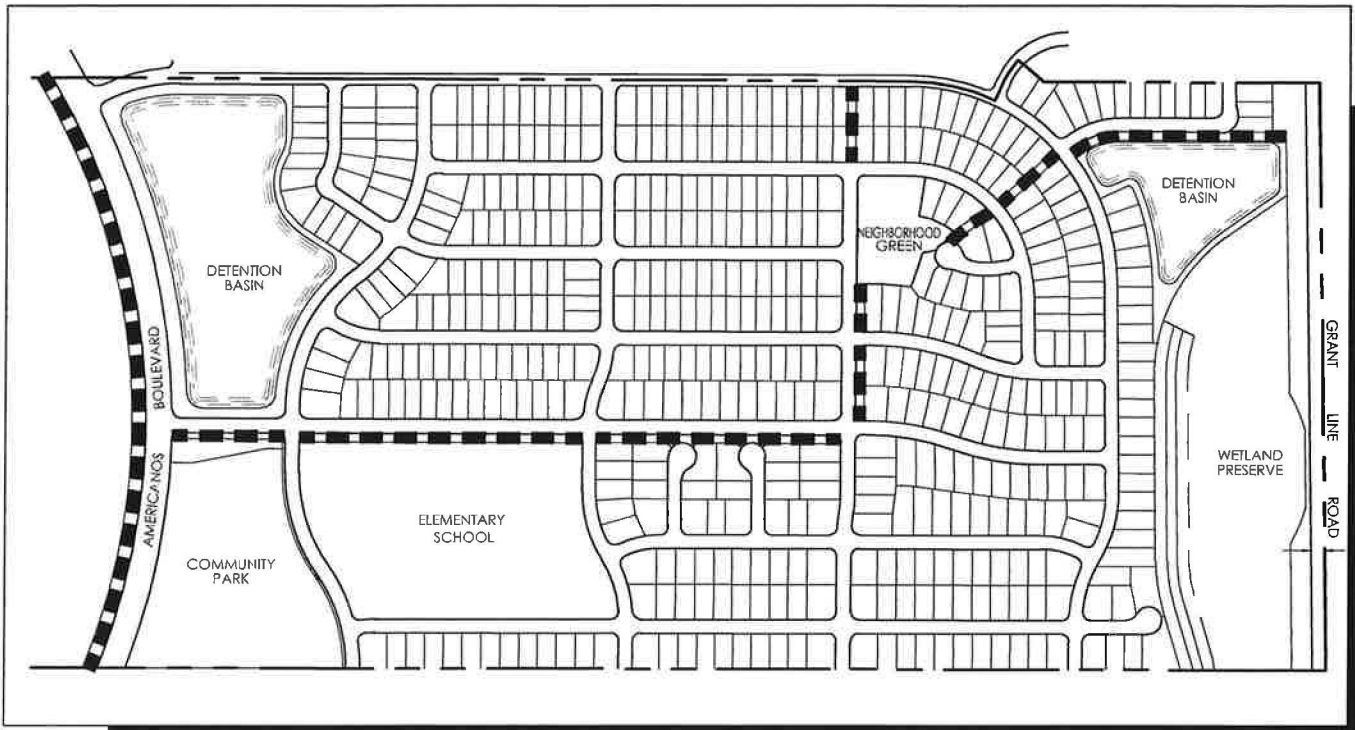
| PARK SUMMARY TABLE | DEDICATION REQUIREMENT | NET ACRES REQUIRED | NET ACRES PROVIDED | IN-LIEU FEE ACREAGE |
|---------------------------------------|---|--------------------|--------------------|---------------------|
| COMMUNITY PARK DEDICATION (LOT B & T) | 5 AC/1000 POPULATION (2.95 POP/HOUSEHOLD) | 7.40 | 6.90 | 0.50 |
| NEIGHBORHOOD GREEN | 1 AC/1000 POPULATION (2.95 POP/HOUSEHOLD) | 1.48 | 1.50 | -0.02 |
| TOTAL | | 8.89 | 8.40 | 0.49 Acres |

Note: Based on 502 DU. Net acreage of Community Park dedication is calculated to back of curb along Americanos Blvd and to back of walk along all other adjacent residential streets and excludes Lot S (Pedestrian Paseo).



WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
 PHONE: (916) 341-7760 FAX: (916) 341-7767

FIGURE 2
LANDSCAPE/PEDESTRIAN PASEO LOT
DEDICATION EXHIBIT
GRANTLINE 208
CITY OF RANCHO CORDOVA, CALIFORNIA



LANDSCAPE/PEDESTRIAN PASEO LOTS TO BE DEDICATED TO THE CITY OF RANCHO CORDOVA

NOT TO SCALE



WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
 PHONE: (916) 341-7760 FAX: (916) 341-7767