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Sacramento County  
Donna Allred, Clerk/Recorder

Doc #	<b>202106151064</b>	Fees	\$0.00
6/15/2021	10:28:11 AM	Taxes	\$0.00
SBA		PCOR	\$0.00
Titles	1	Paid	\$0.00
Pages	7		

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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(SPACE ABOVE LINE RESERVED FOR RECORDER'S USE)

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF RANCHO CORDOVA AND MDRE DEVELOPMENT, LLC  
RELATIVE TO MONTELENA VILLAGES 3, 5 AND 7**

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF RANCHO CORDOVA AND MDRE DEVELOPMENT, LLC  
RELATIVE TO MONTELENA VILLAGES 3, 5 AND 7**

This Fourth Amendment (the "Fourth Amendment") to Development Agreement is dated February 1, 2021, for references purposes only, and is made by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation ("City"); and **MDRE DEVELOPMENT, 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 the Landowner's predecessor in interest, CP Sunridge, LLC, a Delaware limited liability company, are parties to a Development Agreement that is dated April 3, 2006 and was recorded on July 18, 2006 in the Official Records of Sacramento County at Book 20060718, Page 0966 (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 Agreement was subsequently amended by the City and CP Sunridge, LLC on November 19, 2007 by an instrument entitled "First Amendment to Development Agreement By and Between the City of Rancho Cordova and CP Sunridge, LLC relative to Montelena" and was recorded on January 31, 2008, in the Official Records of Sacramento County at Book 20080131, Page 1582 (the "First Amendment") to clarify that the terms and provisions of the Agreement were not applicable to the wetland preserve area established within the Property.

C. Montelena Douglas, LLC was assigned all of the interest of CP Sunridge, LLC in the Agreement in 2008 by virtue of that certain "Assignment and Assumption Agreement Relative to Montelena" dated February 14, 2008, and recorded on February 15, 2008 in the Official Records of Sacramento County at Book 20080215, Page 0899.

D. On June 18, 2012, City and Montelena Douglas, LLC subsequently entered into the "Second Amendment to Development Agreement by and between the City of Rancho Cordova and Montelena Douglas LLC relative to Montelena" that was recorded on September 6, 2012, in the Official Records of Sacramento County at Book 20120906 at Page 1316 (the "Second Amendment") to memorialize a change in the Project Approvals that City had approved for the Property.

E. On August 19, 2013, City and Montelena Douglas, LLC subsequently entered into the "Third Amendment to Development Agreement by and between the City of Rancho Cordova and Montelena Douglas LLC relative to Montelena" that was recorded on September 23, 2013, in the Official Records of Sacramento County at Book 20130923 at Page 0396 (the "Third Amendment") to memorialize changes and modifications to the obligations of Montelena Douglas, LLC to pay certain fees for park renovations and improvements, revise park dedication obligations, and to provide for the installation of

a pedestrian bridge at the Property. The Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, are hereinafter collectively referred to as the "Amended Development Agreement."

F. Landowner was recently assigned all of the interest of Montelena Douglas, LLC in Villages 3, 5 and 7 by virtue of that certain "Assignment and Assumption Agreement Relative to Montelena" dated January 4, 2021, and recorded on January 12, 2021 in the Official Records of Sacramento County at Book 20210112, Page 0882 (the "Assignment").

G. Pursuant to Government Code section 65868, City and Landowner now desire to revise the Amended Development Agreement to extend its term an additional ten (10) years with a new expiration date of May 3, 2031, as more fully set forth below in this Fourth Amendment.

H. This Fourth Amendment that amends certain provisions of the Amended Development Agreement applicable to the entire Property was adopted by City Ordinance No. 2-2021 on February 16, 2021.

#### AGREEMENT

**1. Incorporation of Recitals.** Recitals A through H are hereby incorporated herein, including all documents referred to in said Recitals.

**2. Restatement of Section 5.2 concerning the "Term."** City and Landowner agree that Section 5.2 of the Amended Development Agreement is hereby deleted and replaced with the following:

**"5.2 Term.** Upon execution, the term of this Agreement shall commence on May 3, 2006 and extend for a period of twenty five (25) years (until May 3, 2031), unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the 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.

**3. Definition of Terms.** All capitalized terms used in this Fourth Amendment shall have the same definition as provided in the Amended Development Agreement.

**4. All Other Terms Remain in Force.** Except as amended by Sections 1 through 2 above, all terms and conditions of the Amended Development Agreement remain in full force and effect.

**5. Effective Date.** This Fourth Amendment takes effect on the effective date of the ordinance that approves it (the "Effective Date") (Gov. Code, § 65868).

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

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

**8. Entire Agreement.** This Fourth 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 Fourth Amendment will control if any conflict arises between it and the Amended Development Agreement.

**IN WITNESS WHEREOF**, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Fourth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 2-2021, adopted by the Council of the City on this 16<sup>th</sup> day of February 2021, and Landowner has caused this Fourth Amendment to be executed.

**SIGNATURES ON FOLLOWING PAGE**

**"CITY"**  
City of Rancho Cordova

**"LANDOWNER"**  
MDRE Development, LLC

By: 

Name: Cyrus Abhar

Title: City Manager

Date: 6/2, 2021

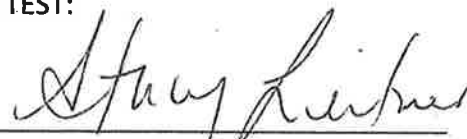
By: 

Name: Kevin Webb


Title: President

Date: May 26, 2021

ATTEST:

  
Stacy Leitner, City Clerk

APPROVED AS TO FORM:

  
Adam U. Lindgren  
City Attorney

Date: 6/1, 2021

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

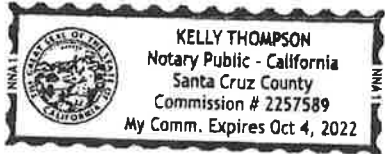
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento  
On 6/12 before me, Kelly Thompson, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Cyrus Akbar  
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: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
County of Sacramento )

On May 26, 2021 before me, Wrenn Braxton, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Kevin Webb  
*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.

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Signature Wrenn Braxton  
*Signature of Notary Public*

*Place Notary Seal Above*

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 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: \_\_\_\_\_

