



Sacramento County Recorder
Craig A. Kramer, Clerk/Recorder
BOOK **20120906** PAGE **1316**

Thursday, SEP 06, 2012 3:10:57 PM
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SJS/57/1-25

OFFICIAL BUSINESS
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Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF RANCHO CORDOVA

AND

MONTELENA DOUGLAS, LLC, AS LANDOWNERS

RELATIVE TO MONTELENA

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND MONTELENA DOUGLAS, LLC
RELATIVE TO MONTELENA**

This Second Amendment (the "Second Amendment") to Development Agreement is dated June 18, 2012, for references purposes only, is made by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation ("City"); and **MONTELENA DOUGLAS, 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. Landowner 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 (the "Assignment").

D. City and Landowner now desire to amend the Agreement to reflect a change in the Project Approvals City has approved for the Property that will provide approximately 14.2± acres of commercial uses and an approximately 2± acre fire station site, while replacing 879 residential units with 790 total residential units. The following changes in land use approvals (collectively the "Additional Project Approvals") have been granted for the Property concurrent with this Second Amendment:

(i) The Amendments to the City Zoning Code to reflect the changed land uses in Villages 4 and 5, as amended by City Ordinance No. 12-2012 on June 18, 2012 ("Zoning Code Amendments");

(ii) The Amendments to the City General Plan to reflect the changed land uses in Villages 4 and 5 ("General Plan Amendments"), as amended by City Resolution No. 27-2012 on April 2, 2012;

(iii) The Supplemental Mitigated Negative Declaration ("SMND") for the changes to the Project's land use entitlements and roadway improvement phasing. The SMND's mitigation measures are incorporated into the Project and hereby incorporated into the terms and conditions of this Second Amendment;

(iv) A Large Lot Tentative Parcel Map to create four (4) large lots on approximately 45.3 acres.

(v) A Small Lot Tentative Subdivision Map for Villages 4 and 5 attached hereto as Exhibits "C" and "C-1" and approved by the City Resolution No. 27-2012 (the "Village 4 and 5 Small Lot Map"); and

(vi) This Second Amendment to the Development Agreement, amending certain provisions of the Development Agreement applicable to the entire project area, as adopted by City Ordinance No. 12-2012 on June 18, 2012.

E. Pursuant to Government Code Section 65868, City and Landowner now desire to amend the Agreement to reflect these land use entitlement changes approved for the Property.

AGREEMENT

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

2. Additional Project Approvals. The City and Landowner acknowledge and agree that the Additional Project Approvals described above have been granted for the Property and vested for the term of the Development Agreement.

3. 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. The Project shall be subject to Resolution No. 28-2005, which establishes revised standards for the dedication of park and open space in the City. Landowner shall pay a development impact fee to mitigate the costs of designing, constructing and installing park improvements on 18.2± net acres of park land provided at the Project. This development impact fee shall be in the amount of Twelve Thousand Five Hundred and Twelve Dollars (\$12,512) per single-family residential parcel or residential parcel equivalent (the "Park Development Impact Fee") which shall be adjusted on March 1, 2012 and annually thereafter no later than March 15th 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 2012 adjustment factor shall be computed by dividing the “mean” index for January 2011.

The Park Development Impact Fee of Twelve Thousand Five Hundred and Twelve Dollars (\$12,512) shall not include the cost of park street frontage improvements at parks. To fulfill its park land dedication obligation, Landowner shall be obligated to dedicate 18.2 acres of park land to either the City or the Cordova Recreation and Park District, at the sole discretion of the City, for use as park property and recreational facilities, together with additional land for landscape corridors, open space and/or flood plain or water detention areas required for the Project. The land to be dedicated for park and recreation purposes is set forth more specifically in Exhibit “E” attached hereto and incorporated herein by this reference (the “Dedicated Land”). If and when the City adopts a Citywide Park Improvement Fee, the Landowner and City agree to explore adjustments to the Montelena Park Development Impact Fee to place it on a parity with the Citywide Park Improvement Fee.

Under no circumstances shall the Landowner be required to pay both the new Citywide or Districtwide Park Improvement Fee and the Park Development Impact Fee set forth above in this Agreement. City further agrees and acknowledges that the 18.2 acres of park land dedication being provided at the Project will satisfy the park land dedication requirements of Resolution No. 28-2005.”

4. 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 and Improvements of Parks. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Land (but not prior to construction of model homes) Landowner shall: (a) irrevocably offer for dedication to either the City or the Cordova Recreation and Park District, at the sole discretion of the City, that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map, and (b) enter into a park improvement agreement with either the City or the Cordova Recreation and Park District, at the sole discretion of the City, for the improvement of parks within that portion of the Dedicated Land situated within said residential small lot final subdivision map. Under the park improvement agreement, Landowner shall have the option to either (i) dedicate the Dedicated Land and pay a Park Development Impact Fee of \$12,512 per residential unit, or (ii) dedicate the Dedicated Land and build turnkey parks.

If turnkey parks are constructed, Landowner shall be given a credit against the Park Development Impact Fee as provided in the park improvement agreement. If Landowner chooses to dedicate the Dedicated Land and pay the Park Development Impact Fee, then Landowner shall have no obligation to build any park improvements or pay any additional fees concerning parks to the Cordova Recreation and Park District or to the City, with the exception of the fee set forth in Section 6.4.3 of the Development Agreement for the In-fill Park and Open Space Renovation and Acquisition Fee. The park improvement agreement shall address, but not be limited to, the specific park improvements to be provided by Landowner, the amount of credits against those fees to be granted to Landowner as a result of Landowner providing the specific park improvements described in the agreement, and the times for commencing and completing the construction of park improvements by Landowner. The City shall be named a third party beneficiary to the park improvement agreement with the Cordova Recreation and Park District. The difference between the Park Development Impact Fee and the credit given to Landowner for building turnkey parks pursuant to the park improvement agreement shall only be used by the Cordova Recreation and Park District and/or the City for improving community and/or regional parks situated within the City of Rancho Cordova. ”

5. 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. 24-2006 pertaining to Police Tax Zone 30. Within 180 days following the date of the City Council’s approval of this Second Amendment, City shall form a Police Services Community Facilities District (CFD) and Landowner shall support the inclusion of the Project in the CFD and cover Landowner’s fair share costs of the CFD formation 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 2011/2012 Police Maximum Services Special Tax shall be Four Hundred Fifty Dollars (\$450) annually per residential unit or residential unit equivalent, and that the base year amount of the Police Maximum Services Special Tax per unit for all non-residential land use categories (except Recreational and Agricultural) shall be up to One Thousand Dollars (\$1,000) per acre annually as determined by the City. 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, 2012, 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 beginning with the period from April

2011 to April 2012. 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 inclusion of the Property in the Police Services CFD, the City Council will rescind City Ordinance No. 24-2006 pertaining to Police Tax Zone 30. The Landowner acknowledges that no final small lot subdivision maps shall be submitted to the City for approval prior to the formation of 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."

6. 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. If for any reason the Additional Project Approvals are changed or rescinded in any manner without the Landowner's consent, then Landowner's obligation to pay the Supplemental Traffic Impact Fee shall automatically cease; provided, reciprocally, that if for any reason the amount of the Supplemental Traffic Impact Fee is challenged or overturned, Landowner's vested rights under this Second Amendment to develop the Property consistent with the Additional

Project Approvals shall, at City's sole discretion, cease and terminate. 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 Chrysanthy Boulevard, Rancho Cordova Parkway, 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."

7. Addition of New Section 6.4.7 Concerning Rancho Cordova Parkway Left Turn Land Pocket. City and Landowner agree to add a new Section 6.4.7 to the Development Agreement as follows to provide for a left turn pocket on Rancho Cordova Parkway:

"6.4.7 Rancho Cordova Parkway Left Turn Lane Pocket. City and Landowner agree the Landowner shall have the right to construct a left turn pocket on northbound Rancho Cordova Parkway in order to provide left turn access into the approximately 14.2 acre commercial parcel at the Property, as generally shown on Exhibit "H" attached hereto and incorporated herein by reference. This right shall be vested for the duration of the Development Agreement."

8. Addition of New Section 6.4.8 Phasing Plan. City and Landowner agree to add a new Section 6.4.8 to the Development Agreement as follows to provide for a Phasing Plan:

"6.4.8 Phasing Plan. Prior to approval of any final map, Developer shall provide a large lot phasing plan addressing sequencing and full build-out of major public infrastructure throughout the Montelena 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 and other utilities, and the large lot phasing plan will be based on the City's Guiding Principles for Phasing of Transportation, Infrastructure and Utility Services to the satisfaction of the City's Public Works Department. The large lot phasing plan may be revised as needed during the development of the Project.

Prior to approval of any small lot final map for an individual phase, the Landowners shall prepare and submit to City a "small lot phasing plan" that addresses full build-out of all secondary streets and utility infrastructure. The small lot phasing plan will show the blocks of the small lot tentative map to be constructed and all roads, bike trails and other infrastructure required to serve the use of the proposed units within each block to the satisfaction of the City's Public Works Department. The small lot phasing plan will also be defined by the

City's Guiding Principles for Phasing.

Prior to issuance of building permits (except permits for model homes) within an individual map phase, all streets and improvements shown on the small lot phasing plan, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans, landscaping and other infrastructure as necessary for adequate public access and use shall be fully constructed and accepted to the satisfaction of the City's Public Works Department.

At the discretion of the City's Public Works Department, the final lift of asphalt only (e.g. upper approximately 1.5 inches of asphalt) may be deferred to prior to the first occupancy in a phase. The structural street section shall be designed to accommodate construction traffic and loads until such time that the finish lift of asphalt concrete is installed. All other improvements shall be fully completed and accepted for maintenance prior to issuance of the first building permit in the applicable phase."

9. Amendment to Section 8.2 concerning "Development Impact Fees, Exactions and Dedications."

City and Landowner agree that Section 8.2 of the Agreement is hereby amended by adding the following phrase at the end of the first sentence:

"...; provided, however that in recognition of the New Supplemental Traffic Impact Fee, Landowner shall not have to pay any new supplemental fees to pay for traffic improvements."

10. Improvement of On-Site Detention Basin. City and Landowner acknowledge that improvements to the on-site detention basin are required to meet the intent of the original approvals of the Montelena Project. Such improvements are conceptually depicted on Exhibit "I" attached hereto and incorporated herein by reference, and completion of such improvements shall be the obligation of the Landowner. City and Landowner agree that the final improvements for the on-site detention basin shall be designed so as to attempt to avoid triggering any requirement to obtain a Section 404 Permit from the U.S. Army Corps of Engineers, and further agree that should it be subsequently determined that the final improvements would require a Section 404 Permit, then the City and Landowner will meet and confer to revise the final improvements so as to redesign or eliminate any recreational or public access improvements that were a basis for the permit requirement. The Landowner will be responsible for permits required due to drainage improvements. The net holding capacity of the on-site detention basin in terms of water volume shall not be changed by the final improvements, and no amendments to the approved drainage master plan or further approvals by the City of Rancho Cordova or County of Sacramento shall be required. Outside the on-site detention basin along its bank edges shall be an approximately 12 ft. wide paved path with landscaping as depicted on Exhibit "I." Certain paths and other improvements as identified in Exhibit "I" will be funded by the Project's Park Development Impact Fee and be maintained by the new lighting and landscaping district or a new park maintenance district or Cordova Park and Recreation District. Construction of the final improvements to the on-site detention basin shall be included as

part of the small lot phasing plans for Village 1 prepared and submitted to the City for approval pursuant to the provisions of Section 6.4.8 added to the Development Agreement by this Second Amendment.

11. Affordable Housing Requirement Satisfaction. City and Landowner agree and acknowledge that the Project's affordable housing obligation will be fully satisfied by the Landowner's dedication to the City of the approximately two (2) acre parcel of land for the new fire station site at the Project identified in Recital "D" which will allow the City to subsequently exchange that two (2) acre parcel for a fire station site or other appropriate land at another location which can then be combined with other lands owned by the City and be better used for providing affordable housing. At the time the Final Large Lot Parcel Map for Villages four (4) and five (5) is approved, Landowner shall dedicate to the City the new fire station site.

12. Stormwater Drainage Maintenance District. City and Landowner agree and acknowledge that the Project's stormwater drainage system will need ongoing maintenance following its installation. Landowner agrees that prior to the recordation of the first final subdivision map at the Property, Landowner shall annex the Property into a new stormwater drainage maintenance district formed by the City for the purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater drainage system. If a new district has not been formed by the City prior to the time of recordation of the first final subdivision map at the Project, then Landowner may satisfy this obligation by annexing the Property into the County of Sacramento Stormwater Utility District pursuant to the Sacramento County Water Agency Code and comply with the Sacramento County Improvement Standards.

13. Replacement of Exhibit B "Large Lot Tentative Subdivision Map." City and Landowner agree to delete Exhibit B of the Agreement and replace it with the revised Exhibit B and Exhibit B-1 "Large Lot Tentative Subdivision Maps" attached hereto and hereby incorporated by reference into the Agreement.

14. Replacement of Exhibit C "Small Lot Tentative Subdivision Map." City and Landowner agree to delete Exhibit C of the Agreement and replace it with the revised Exhibit C and Exhibit C-1 "Small Lot Tentative Subdivision Maps" attached hereto and hereby incorporated by reference into the Agreement.

15. Replacement of Exhibit D-1 "Land Use Map." City and Landowner agree to delete Exhibit D-1 of the Agreement and replace it with the new Exhibit D-1 "Land Use Map" attached hereto and hereby incorporated by reference into the Agreement.

16. Replacement of Exhibit D-2 "Land Use Table." City and Landowner agree to delete Exhibit D-2 of the Agreement and replace it with the new Exhibit D-2 "Land Use Table" attached hereto and hereby incorporated by reference into the Agreement.

17. Replacement of Exhibit E "Diagram of Park Land Dedication." City and Landowner agree to delete Exhibit E of the Agreement and replace it with the new Exhibit E "Diagram of Park Land Dedication" attached hereto and hereby incorporated by reference into the Agreement.

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

19. All Other Terms Remain in Force. Except as amended by Sections 1 through 18 above, all terms and conditions of the Agreement remain in full force and effect.

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

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

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

23. Entire Agreement. This Second 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 Second Amendment will control if any conflict arises between it and the Agreement.

City of Rancho Cordova

By: Ted A. Gaebler
Name: Ted A. Gaebler
Title: City Manager
Date: 8-13-12, 2012

Montelena Douglas, LLC

By: PILATUS PROPERTIES, LLC,

Its: Manager

By: Ronald Alvarado
Ronald Alvarado
Its: Manager

Date: August 1, 2012

Approved as to Form

City Attorney

By: Caden [Signature]

[Attach Certificate of Acknowledgment – Civil Code § 1189]

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On Aug. 1, 2012 before me, WRENN BRAXTON, Notary Public, (here insert name and title of the officer), personally appeared RONALD ALVARADO, 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 Wren Braxton (Seal)



STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On 8-29-12 before me, Mindy Cuppy, Notary Public (here insert name and title of the officer), personally appeared Ted A. Goebler, 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)



EXHIBIT "A-1"

DESCRIPTION OF MONTELENA DEVELOPMENT AGREEMENT

All that certain real property situate within Fractional Section 8 and Section 17, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, being further described as follows:

Beginning at a found Three-Quarter inch (3/4") iron pipe marking the closing corner of said Fractional Section 8; thence from said **POINT OF BEGINNING**, along the East line of said Fractional Section 8, South 00°44'24" East a distance of 1741.58 feet to the Northeast corner of said Section 17; thence along the East line of said Northeast One-Quarter of Section 17, South 00°44'04" East a distance of 1549.20 feet to the Southeast corner of Parcel "B" of the certain Parcel Map filed for record in Book 31 of Parcel Maps, at Page 37, Sacramento County Records; thence leaving said East line of the Northeast One-Quarter of Section 17 along the South line of said Parcel "B", South 89°51'16" West a distance of 1000.03 feet to the Southwest corner of said Parcel "B"; thence along the West line of Parcel "C" of said parcel map, South 00°44'04" East a distance of 1097.70 feet to the South line of said Northeast One-Quarter of Section 17; thence along said South line of the Northeast One-Quarter of Section 17, South 89°45'38" West a distance of 1750.15 feet to an angle point on the Easterly line of Anatolia as shown on that certain final map entitled "Subdivision No. 01-.0385.0 Large Lot Map of Anatolia" filed for record in Book 316 of Maps, at Page 8, Sacramento County Records; thence along said Easterly line of said map for the following two (2) courses and distances:

1. North 00°43'51" West a distance of 2644.73 feet; and
2. North 00°43'50" West a distance of 1746.24 feet to a point on the South line of Rancho Rio de los Americanos;

thence along said South line of Rancho Rio de los Americanos for the following two (2) courses and distances:


1. South 89°37'42" East a distance of 802.94 feet; and
2. North 89°37'47" East a distance of 1946.87 feet to the Point of Beginning.

Containing 251.654 acres of land, more or less.

See Exhibit "A-2", plat to accompany description, attached hereto and made a part hereof.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

This description is for a **development agreement only** and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.



Craig E. Spiess P.L.S 7944
Expires: December 31, 2007

Date: 2/2/06



PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

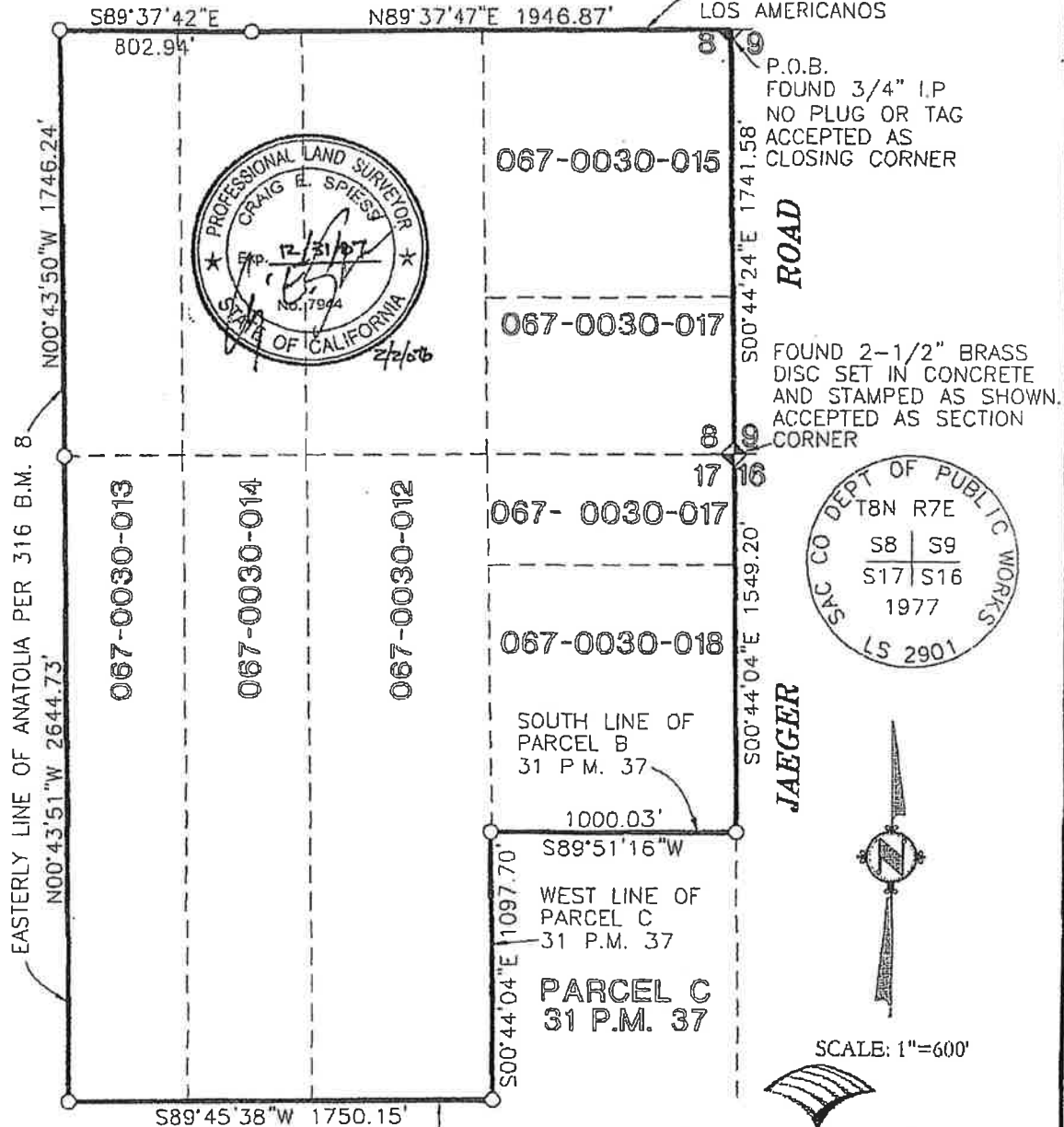
DIAGRAM OF THE PROPERTY

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

MONTELENA
DEVELOPMENT AGREEMENT
PORTION OF THE SECTION 17 &
FRACTIONAL SECTION 8, T.8N., R.7E.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA
SOUTH LINE OF
RANCHO RIO DE
LOS AMERICANOS

DOUGLAS ROAD



P.O.B.
FOUND 3/4" I.P.
NO PLUG OR TAG
ACCEPTED AS
CLOSING CORNER

FOUND 2-1/2" BRASS
DISC SET IN CONCRETE
AND STAMPED AS SHOWN.
ACCEPTED AS SECTION
CORNER



SCALE: 1"=600'

LEGEND:
P.O.B. POINT OF BEGINNING

SOUTH LINE OF
NORTHEAST 1/4
SECTION 17

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

EXHIBIT B LARGE LOT TENTATIVE SUBDIVISION MAPS

MONTELENA
CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 31, 2006

SEE EXHIBIT B-1

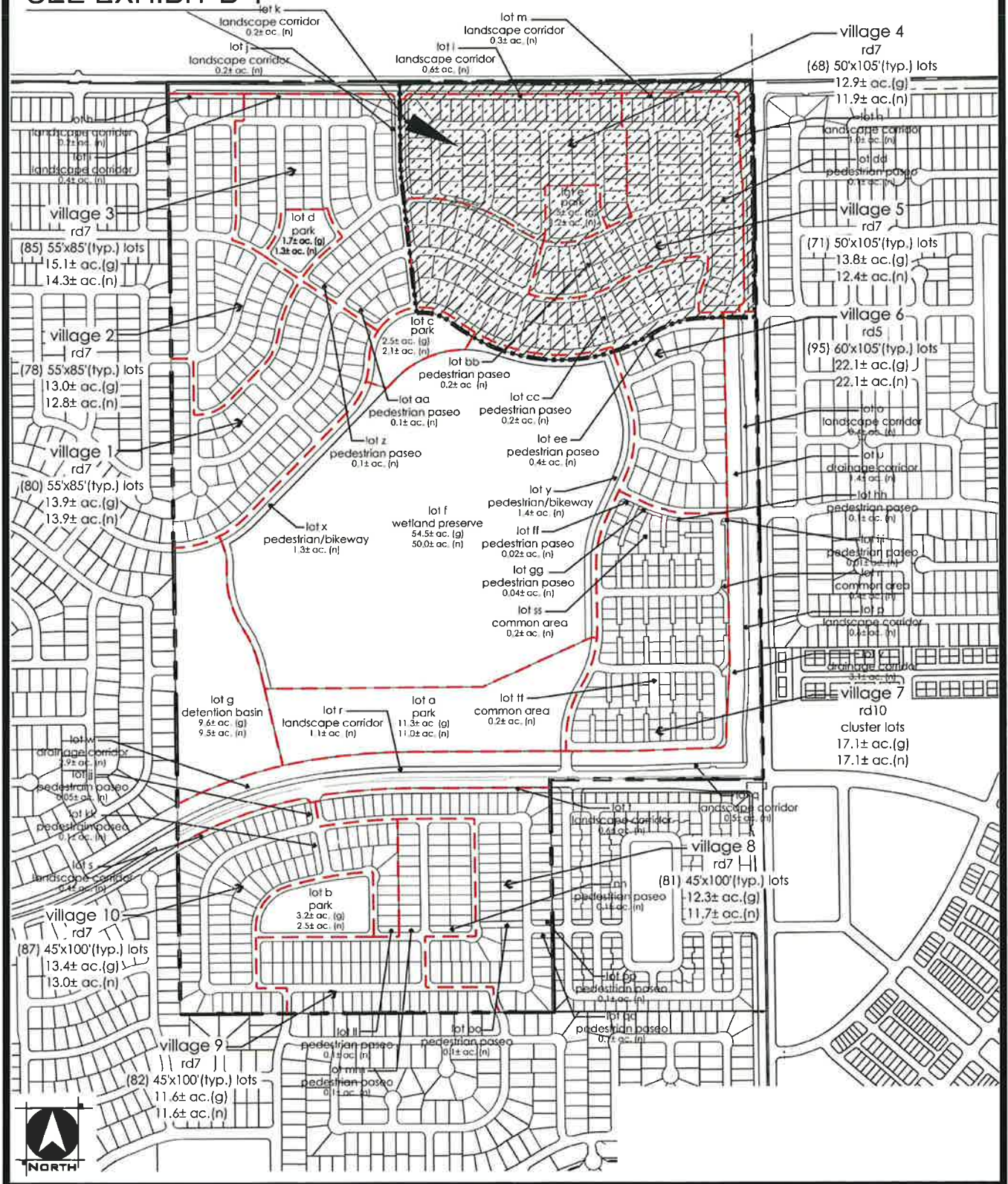


EXHIBIT B-1
LARGE LOT TENTATIVE PARCEL MAP



MONTELENA
Village 4 & 5

Scale 1"=300'
(when printed on 8.5 x 11)

January 12, 2012



NORTH



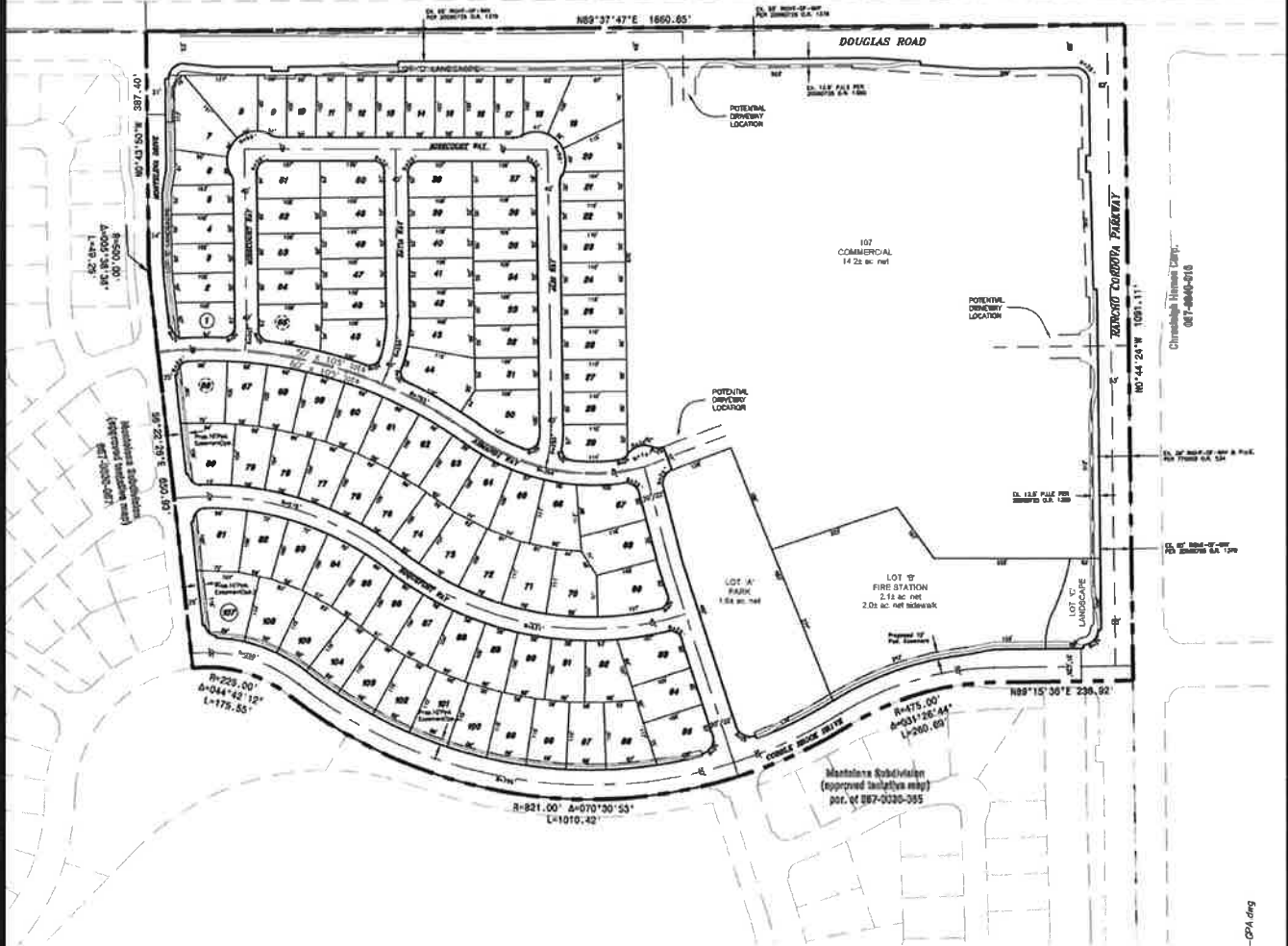
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

1-12-2012 09:55:41 P:\27042\Planning\Cont Files\27042-CPA-ctg
[1] P:\27042\Planning\Cont Files\27042-TI-BASE.dwg

EXHIBIT C-1

SMALL LOT TENTATIVE SUBDIVISION MAP

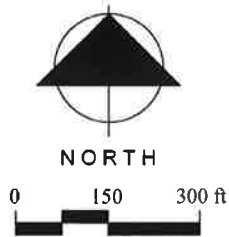
Aerjet General Corp.
072-8570-184



MONTELENA Village 4 & 5

Scale 1"=300'
(when printed on 8.5 x 11)

January 12, 2012



MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

1-12-2012 09:55:41 P:\27042\Planning\Coord Files\27042-OPA.dwg
[1] P:\27042\Planning\Coord Files\27042-TM-BASE.dwg

EXHIBIT D-1 LAND USE MAP
MONTELENA
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 31, 2006
Revised: JANUARY 16, 2011



EXHIBIT D-2 LAND USE TABLE

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA

January 31, 2006

ed

| <u>LOT NO./VILLAGE NO.</u> | <u>GENERAL PLAN / SPECIFIC PLAN / ZONING DESIGNATIONS</u> | <u>USE</u> | <u>ACRES (N)</u> | <u>ACRES (G)</u> | <u>UNITS</u> |
|----------------------------|---|-------------------------------------|------------------|------------------|--------------|
| VILLAGE 7 | LDR/RD-10/RD-10 | S-F RESIDENTIAL (CLUSTER LOTS) | 17.1 | 17.1 | 152 |
| VILLAGES 8, 9 & 10 | LDR/RD-7/RD-7 | S-F RESIDENTIAL (45'X100' TYP.) | 36.3 | 37.3 | 250 |
| VILLAGES 1, 2 & 3 | LDR/RD-7/RD-7 | S-F RESIDENTIAL (55'X85' TYP.) | 41.0 | 42.0 | 243 |
| VILLAGES 4 & 5 | LDR/RD-7/RD-7 | S-F RESIDENTIAL(50 & 60'X105' TYP.) | 19.3 | 19.9 | 107 |
| VILLAGE 6 | LDR/RD-5/RD-5 | S-F RESIDENTIAL (60'X100' TYP.) | 9.5 | 9.5 | 38 |
| Commercial - Fire Sta. | VILL CTR. & P-QP/GC & CS | Commercial & Fire Station | 17.2 | 18.8 | - |
| SUBTOTAL | | | 140.4 | 144.6 | 790 |
| LOTS A - E | LDR/PARK/O | NEIGHBORHOOD PARK | 18.5 | 20.8 | - |
| LOT F | LDR/OS/O | WETLAND PRESERVE | 50.0 | 54.5 | - |
| LOT G | LDR/RD-5/RD-5 | DETENTION BASIN | 9.5 | 9.6 | - |
| LOTS H - T | | LANDSCAPE CORRIDOR* | 6.5 | - | - |
| LOT U | LDR/OS/O | DRAINAGE CORRIDOR* | 1.4 | - | - |
| LOT V | LDR/RD-10/RD-10 | DRAINAGE CORRIDOR* | 3.1 | - | - |
| LOT W | LDR/RD-5/RD-5 | DRAINAGE CORRIDOR* | 2.9 | - | - |
| LOTS X & Y | LDR/OS/O | PEDESTRIAN/BIKEWAY | 2.7 | - | - |
| LOTS Z - QQ | LDR/RD-5/RD-5/RD-7/RD-7 | PEDESTRIAN/PASEO | 2.02 | - | - |
| LOTS RR - TT | LDR/RD-7/RD-7 | COMMON AREAS | 0.8 | - | - |
| LOTS 7-A - 7-Z | LDR/RD-10/RD-10 | PRIVATE DRIVE | - | - | - |
| SUBTOTAL | | | 97.42 | 84.9 | - |
| MAJOR ROADS | | | 22.4 | 22.4 | - |
| SUBTOTAL | | | 22.4 | 22.4 | - |
| TOTAL | | | | 251.9 | 790 |

* LANDSCAPE AND DRAINAGE CORRIDOR TOTALS INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS.

GROSS ACREAGES INCLUDE ALL STREETS, DRAINAGE CORRIDOR, LANDSCAPE CORRIDOR LOTS, PEDESTRIAN PASEOS, COMMON AREAS AND PRIVATE DRIVE. NET ACREAGES EXCLUDE LANDSCAPE CORRIDORS ONLY.

SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456 1(A) OF THE SUBDIVISION MAP ACT.

THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.

THIS APPLICATION SEEKS A SPECIAL DEVELOPMENT PERMIT, BY SEPARATE EXHIBIT, TO MODIFY THE RD-10 DEVELOPMENT STANDARDS.

SHADED AREAS INDICATE CHANGES FROM ORIGINAL LAND USE TABLE EXHIBIT.

Note: See land use plan on previous page for detailed information.

EXHIBIT E DIAGRAM OF PARK DEDICATION

MONTELENA

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 31, 2006

Revised: JANUARY 13, 2012



PARK DEDICATION

| | |
|-------------|--------------|
| LOT A | 10.8± AC. N. |
| LOT B | 2.5± AC. N. |
| LOT C | 2.1± AC. N. |
| LOT D | 1.2± AC. N. |
| LOT E | 1.6± AC. N. |
| TOTAL PARKS | 18.2± AC. N. |



NORTH

MACKAY & SOMPS

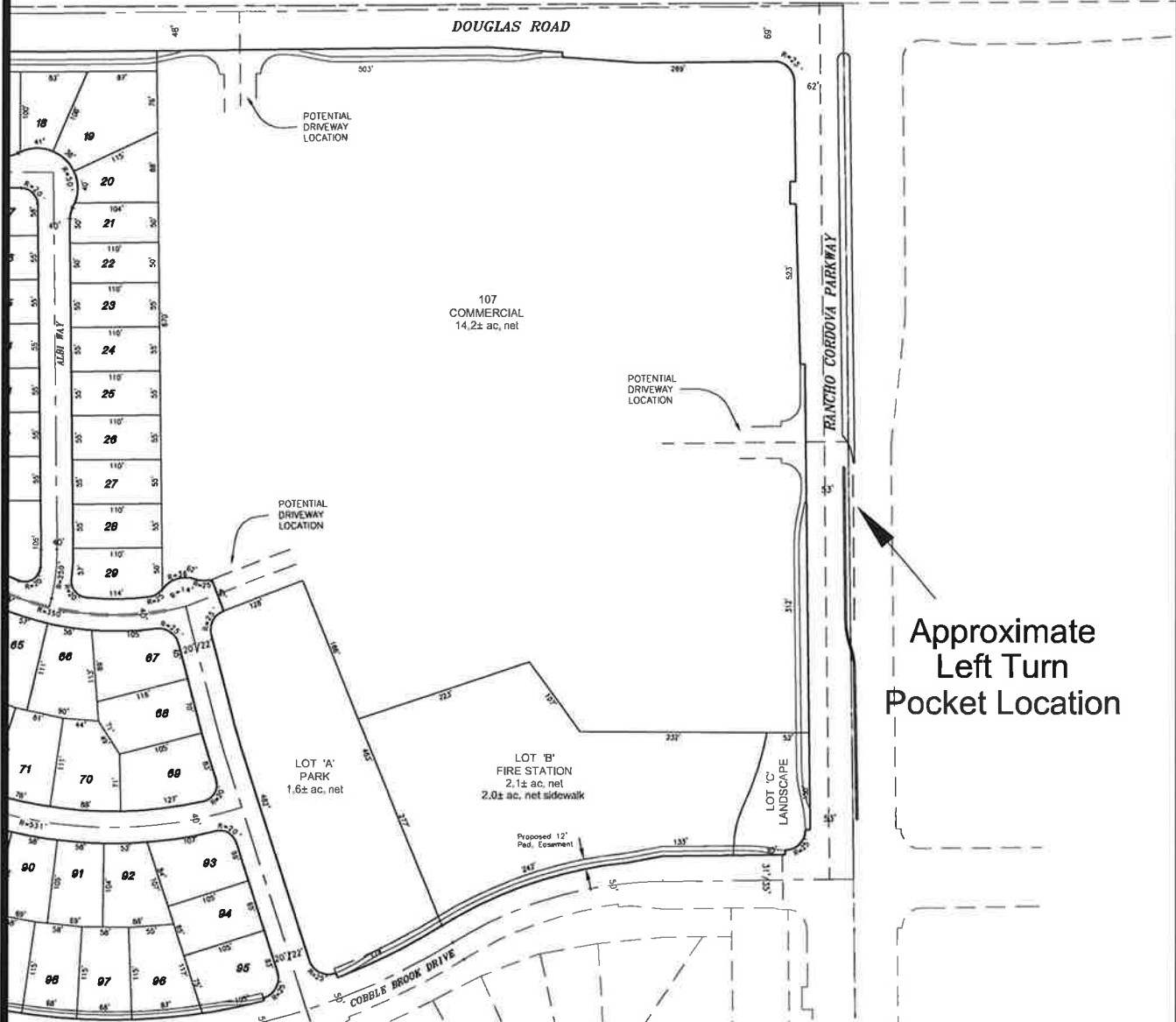
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95861 (916) 773-1189

27042.00

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EXHIBIT H

RANCHO CORDOVA PARKWAY LEFT TURN LANE POCKET



Approximate
Left Turn
Pocket Location



NORTH



MONTELENA

Scale 1"=200'
(when printed on 8.5 x 11)

January 13, 2012

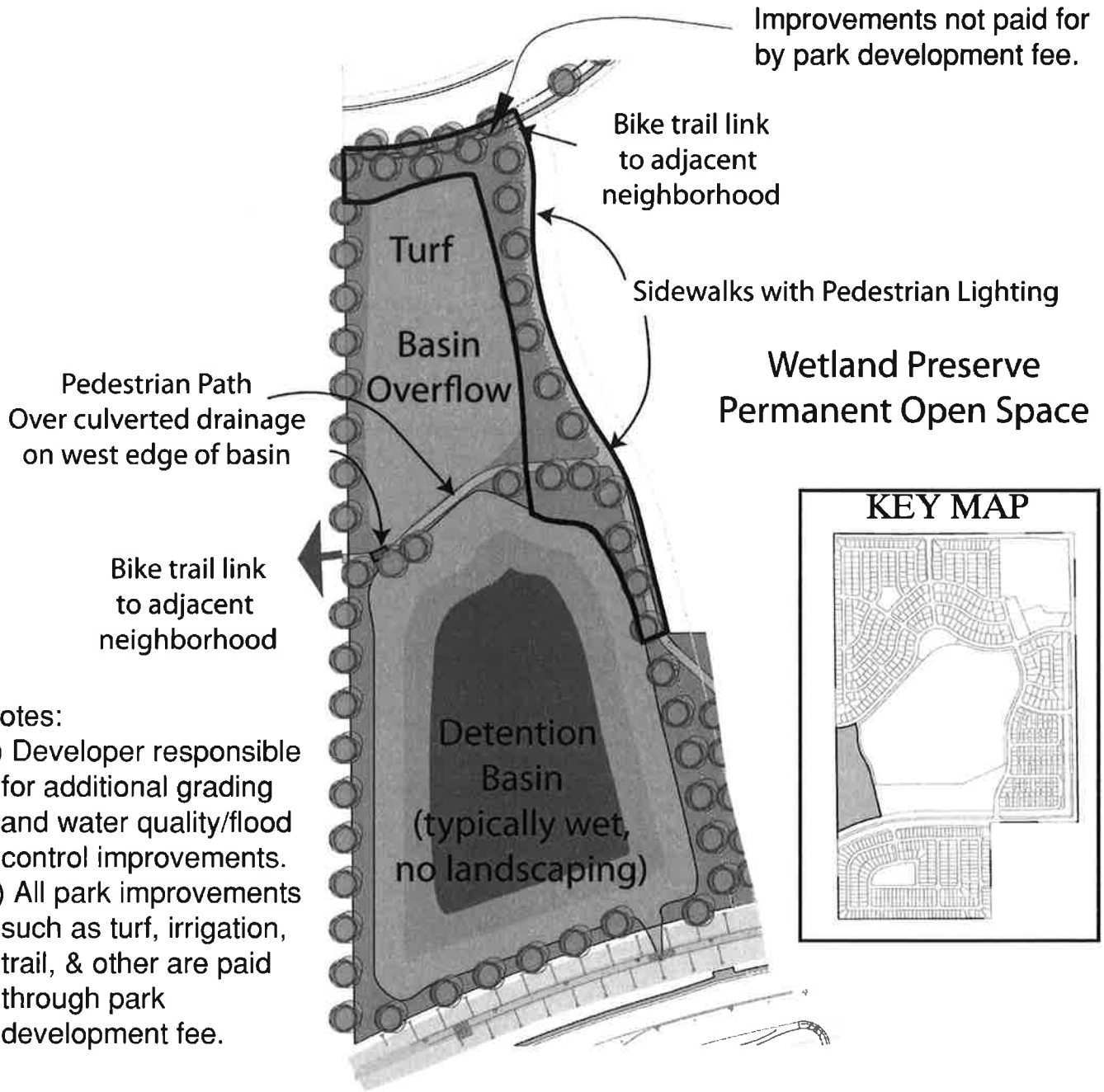
MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

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1-11-2012 12:22:59 P:\27042\plan\city\lot_18-35.dwg [D:\Embsis\27042-Exhibit C-1.dwg
[1] P:\27042\plan\city\lot_18-35.dwg

EXHIBIT "I"



Montelena Recreation Amenities Concept Diagram

Detention/Open Space 9.5 acres

1" = 200'



WADE ASSOCIATES
Urban Planning & Design
Environmental Planning

December 5, 2011