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DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

TDW ENTERPRISES, LP, a California Limited Partnership and

Winn Development II, a California Limited Liability Company

RELATIVE TO THE PRESERVE PROJECT

DEVELOPMENT AGREEMENT RELATIVE TO THE PRESERVE PROJECT

This Development Agreement (“Agreement” or “Development Agreement”) is entered into as of this 19th day of May, 2022, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (“City”), and TDW Enterprises, LP, a California Limited Partnership (“TDW”) and Winn Development II, LLC a California Limited Liability Company (“Winn Development”) (TDW and Winn Development are collectively referred to as “Developer”), pursuant to the authority of Government Code section 65864 et. seq., relating to Development Agreements. City and Developer are hereinafter collectively referred to as the “Parties” and singularly as “Party.”

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, California Government Code section 65864, *et seq.* (the “Development Agreement Statute”) and Rancho Cordova Municipal Code chapter 23.158, authorize the City and any person having a legal or equitable interest in real property to enter into a Development Agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Definitions. All capitalized terms as used herein are defined in Section 3 of this Agreement or otherwise herein.

C. Property. The subject of this Agreement is the development of those portions of the parcels of land consisting of approximately 98.9 acres located in the City of Rancho Cordova, County of Sacramento, depicted in **Exhibit A-2** and more particularly described in **Exhibit A-1** and Recitals D-F, inclusive, which collectively constitute the “Property” and have been entitled under the marketing name “The Preserve” (and referred to in this Agreement as the “Project”). At the time of approval of the Development Agreement, Developer owns some, but not all, of the Property, but provided that Winn Development acquires those additional parcels identified in Recitals E and F in fee title on or before December 31, 2022, and satisfies the conditions of Section 4.1.1, below, and completes lot line adjustments, all of the Property will be subject to this Agreement and Developer shall be bound by this Agreement. Developer represents that any and all other persons holding legal or equitable interests in the Property shall also be bound by this Agreement.

D. TDW Property. Developer owns in fee title the parcels identified by APN 073-0010-010 and APN 073-0010-011, consisting of approximately 115.27 acres, located in the City of Rancho Cordova, County of Sacramento (the “TDW Property”). Only the portion of the TDW Property constituting approximately 30.5 acres, which is more particularly described in **Exhibit B-1** and depicted in **Exhibit B-2** is within the collective definition of “Developer’s Property,” and shall be subject to the terms of this Agreement.

E. Whitlow Property. The David B. Whitlow Family 2015 Trust, Gurmeet Singh Dillon, and Satwant Singh Dhillon (collectively referenced as “Whitlow”) own in fee title the parcel identified by APN 072-0300-005, consisting of approximately 41.5 acres, located in the City of Rancho Cordova, County of Sacramento (the “Whitlow Property”). Winn Development has an option to acquire the Whitlow Property and Winn Development intends to acquire the Whitlow Property in fee title after approval of the Entitlements and will succeed Whitlow as the

owner of the Whitlow Property on or before December 31, 2022. Upon satisfaction by Developer of the conditions of Section 4.1.1, below, the portion of the Whitlow Property constituting approximately 35.8 acres and more particularly described in Exhibit C-1 and depicted in Exhibit C-2 will be considered within the definition of “Developer’s Property,” and shall be subject to the terms of this Agreement.

F. Divine Property. The David and Alaina Divine Family 1985 Revocable Trust (“Divine”) own in fee title the parcel identified by APN 072-0300-002, consisting of approximately 41.29 acres, located in the City of Rancho Cordova, County of Sacramento (the “Divine Property”). Winn Development intends to acquire the Divine Property in fee title after approval of the Entitlements and will succeed Divine as the owner of the Divine Property on or before December 31, 2022. Upon satisfaction by Developer of the conditions of Section 4.1.1, below, the portion of the Divine Property constituting approximately 32.7 acres and more particularly described in Exhibit D-1 and depicted in Exhibit D-2 will be considered within the collective definition of “Developer’s Property,” and shall be subject to the terms of this Agreement.

G. Public Hearing and Approval of this Agreement. On April 4, 2022, the City Council of the City of Rancho Cordova, serving as the City’s planning agency for purposes of Development Agreement review pursuant to Government Code section 65867 and Rancho Cordova Municipal Code chapter 23.158, held a public hearing to consider this Development Agreement. Following the hearing, the City Council introduced City of Rancho Cordova Ordinance No. 07-2022 approving this Agreement. City approved Ordinance No. 07-2022 on April 18, 2022.

H. Environmental Review. In compliance with the California Environmental Quality Act (“CEQA”), on April 4, 2022, the City certified a Final Environmental Impact Report titled “The Preserve Final Environmental Impact Report SCH #2019100515” pursuant to CEQA Guidelines Section 15090 (the “FEIR”).

I. Development Agreement Ordinance. City and Developer have taken all actions mandated by, and fulfilled all requirements set forth in, Rancho Cordova Municipal Code chapter 23.158, the Development Agreement Ordinance of the City of Rancho Cordova.

J. Consistency with General Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in City Ordinance No. 07-2022, City found that this Development Agreement satisfies Government Code section 65867.5 and section 23.158.060.A of the Rancho Cordova Municipal Code because this Agreement is consistent with the requirements of the City of Rancho Cordova General Plan.

K. Negotiations. The Parties have, in good faith, negotiated terms set forth in this Development Agreement, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and Rancho Cordova Municipal Code chapter 23.158, and which provide for the mutually desirable development of the Property.

AGREEMENT

1. Incorporation of Recitals. The preamble, the recitals, all defined terms set forth herein, and all exhibits attached hereto, are hereby incorporated into this Development Agreement as if set forth herein in full.

2. Relationship of City and Developer. This Development Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. Neither Party is an agent of the other Party. City and Developer renounce the existence of any form of joint venture or partnership between them. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, may be construed as making City and Developer joint venturers or partners.

3. Definitions.

“CC&R Enforcement” means enforcement by a Homeowners Association, a Property Owners Association and/or the City, of covenants, conditions, and restrictions that are recorded against the single family portions of the Property to protect, preserve, and maintain the appearance, condition, and compatibility with residential neighborhood uses as allowed by the Rancho Cordova Municipal Code for single family development.

“City CCI Index” means the construction cost index applied by City in Section 6.1 authorizing the subject fee, assessment, or tax to adjust fees to account for changes to the costs of construction as published by the Engineering News Record, and as may be revised by the City for such Fees.

“City CPI Index” means the consumer price index applied by City in Sections 6.2, 7.2.6 and 8 authorizing the subject fee, assessment, or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“City Council” means the City Council of the City of Rancho Cordova.

“Community Places Fee” means the Community Places Fee that the Developer agrees to pay under Section 6.1.(iii).

“Community Renovation Fee” means the Community Renovation Fee that the Developer agrees to pay under Section 6.2.

“CRPD” means the Cordova Recreation and Park District.

“Developer’s Property” is the Property subject to this Agreement, with legal descriptions attached as Exhibits B-1, C-1 and D-1 and depicted in Exhibits B-2, C-2 and D-2.

“EDU” means the single-family residential equivalent dwelling unit, as applied within the context of the applicable improvement, facility, or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility, or service.

“Effective Date” of this Development Agreement means the effective date as determined under Section 4.1.1 of this Agreement.

“Entitlements” means (a) a General Plan Amendment; (b) zoning amendment; (c) a large lot tentative subdivision map; (d) small lot tentative subdivision map; (e) the FEIR and all CEQA findings and statement of overriding considerations, if any, all as approved by the City on April 18, 2022, by Ordinance 07-2022 and by Resolution 51-2022 (f) this Development Agreement, approved by City on April 18, 2022, by Ordinance No. 07-2022 (the “Adopting Ordinance”).

“Exactions” shall have the meaning set forth in Section 5.7 of this Agreement.

“General Plan” means the City of Rancho Cordova General Plan, including all appendices thereto, approved by City and in effect as of the Effective Date of this Agreement.

“Homeowners Association” means an association of owners within the portions of the Property zoned for single family use, if one is formed and operated, in part, to provide CC&R Enforcement.

“Park Development Fee” means the Park Development Fee that the Developer agrees to pay under Section 6.1(iii).

“Project” means the planned development of the Property pursuant to the Entitlements, which was approved under the marketing name of “The Preserve.”

“Property” means the land described by legal description in Exhibits A-1 through D-1 and depicted in Exhibits A-2 through D-2.

“Public Facilities” means the public facilities owned by the City or other public agency.

“Subsequent Entitlements” mean those additional permits, plans, and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the Entitlements by subdivision, development and construction within the Project. Subsequent Entitlements may include, without limitation, small lot tentative subdivision maps, small lot final subdivision maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

4. Term and Termination.

4.1 Term.

The term of this Development Agreement commences on the Effective Date and extends for a period of twenty (20) years from the Effective Date, unless said term is terminated, modified, or extended as provided herein. This Development Agreement automatically terminates upon expiration of the 20-year term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this Development Agreement expires, Developer shall thereafter retain no vested rights under this Development Agreement, and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations, and fees to the development of the Property subject to any other vested rights that may exist under common law.

4.1.1 The Adopting Ordinance shall provide that the Effective Date occurs on the later date on which Winn Development acquires fee title to the Whitlow Property and the Divine Property. If Developer fails to acquire fee title to the Whitlow Property and the Divine Property prior to December 31, 2022, the terms of this Agreement shall be null and

void without further action by either Party. This Agreement is not effective as to the underlying landowners of the Whitlow Property and the Divine Property (identified in Recitals E and F), and said underlying landowners shall have no rights or obligations under this Agreement. In the event of a legal challenge to the Adopting Ordinance, the Entitlements or the EIR, the deadline for acquisition of the Whitlow Property and Divine Property shall be extended by the same number of calendar days necessary to resolve the legal challenge in favor of the City and Developer, subject to the maximum three (3) year extension provided under Section 4.3.

4.2 Tolling and Extension During Legal Challenge or Moratoria.

Developer may, at its discretion, extend the term of this Development Agreement for a maximum period of three (3) years if:

4.2.1. a lawsuit is filed by an entity or party that is not a Party to this Agreement challenging any of the Entitlements or if Developer is unable to undertake development of the Project due to the imposition by the City or other public agency of a development moratorium for imminent health or safety reasons unrelated to the performance of Developer's obligations under this Agreement;

4.2.2. the Developer is unable to proceed, or reasonably elects not to proceed with the Project because of litigation described in Section 4.2.1 above; and

4.2.3. the Developer submits to City written notice that this Agreement is tolled.

During any such period that this Agreement and development of the Project are being tolled by Developer, Developer may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including but not limited to tentative subdivision maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans, or building permits for the Property during any such tolling period.

4.3 Length of Extension. The tolling period will begin when City receives written notice from the Developer. The tolling period may only extend the term of this Agreement until a final order of judgment is issued upholding the challenged Entitlements, the case is dismissed, a moratorium on development is terminated by the City or other public agency, or the three (3) year maximum tolling period is reached, whichever is shorter. The Developer may also elect to end the tolling period at any time and proceed with the Project at its risk, effective upon delivery of written notice to City.

5. Vested Rights. The Developer shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements. City agrees that it shall not use its authority in considering any application for a Subsequent Entitlement to change the policy decisions reflected by the Entitlements. Except as provided in this Section 5, below, this Agreement does not vest Developer's rights to pay development impact fees, Exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges.

5.1 Permitted Uses, Density and Intensity, Maximum Height and Size of Structures, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings,

set-backs, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of Development shall be those set forth in the Entitlements, including the approved Small Lot Subdivision Map layouts showing the intended total units to be Developed and any designated acreages of the proposed land uses.

5.2 Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of Development Agreements, City agrees that, except as otherwise provided in or limited by the provisions of this Agreement, this Development Agreement vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies and orders that directly or indirectly limit the rate, timing, or sequencing of Development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards, or requirements for Development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Developer will be subject to any growth limitation ordinance, resolution, rule, regulation, policy or order which is adopted on a uniformly applied, Citywide or area-wide basis, and directly concerns an imminent public health or safety condition, in which case City shall treat in a uniform, equitable, and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3 Vested Rights Exclude Design and Construction. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement, and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this Agreement, in which case the Entitlements and the terms of this Agreement shall prevail.

5.4 Vested Rights Exclude Changes in State or Federal Law. This Agreement shall not preclude the application to Development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal law or regulation. In the event that state or federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Agreement or any Entitlements, such provisions of the Agreement shall be modified or suspended insofar as it is necessary to comply with such state or federal laws, regulations, plans, or policies. Any such amendment or suspension of this Agreement or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this Agreement.

5.5 Vested Rights Exclude Building and Fire Codes. The Project shall be constructed in accordance with all applicable local, state, and federal building codes and standards, including the Building, Mechanical, Plumbing, Electrical, and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations (collectively "Building Code"), in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Building Code in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required

to be constructed in accordance with the provisions of the Building Code in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6 Vested Rights Exclude Processing Fees and Charges. Developer shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7 Vested Rights Limited for Development Impact Fees, Exactions and Dedications. Developer shall pay all development impact fees, connection or mitigation fees, and Exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to Development of the Property (together "Exactions") authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are similarly situated within the portions of the City where new development is occurring. Except as otherwise provided in this Agreement, Exactions required by City to be paid by Developer that do not meet one of the preceding criteria shall only be the Exactions that were authorized on the Effective Date or which have been identified in the Conditions of Approval. Furthermore, notwithstanding anything to the contrary in this Section 5.7, in consideration of Developer's obligations under Section 8 hereof to pay an affordable housing fee, development of the Property shall not be subject to any impact fee, mitigation fee, or exaction related to the provision of affordable housing or inclusionary housing, or other such fee or exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City during the period that this Section 5.7 is vested by this Agreement.

5.8 Subsequent Entitlements. Subject to Section 12 hereof, City shall accept for processing, review, and action any and all applications submitted by Developer for Subsequent Entitlements, necessary or convenient for the exercise of Developer's rights under the Entitlements for the use and development of the Property.

5.9 Term of Tentative Maps. Consistent with the authority provided in Government Code section 66452.6(a)(1), the term of any tentative subdivision map approved for all or any portion of the Property shall be the later of the date this Agreement expires (including any extensions) or the date on which the tentative map expires pursuant to City approval of the tentative map pursuant to the City of Rancho Cordova Municipal Code, including without limitation Section 22.20.060 ("Expiration of Tentative Map Approval"), as it may be modified from time to time by state law.

5.10 CC&R Enforcement and Property Maintenance Code. Developer agrees to establish, with input and direction from the City, to record covenants, conditions and restrictions ("CC&Rs") against the individual parcels within the Project upon sale that will protect, preserve, and maintain the appearance, condition, function and operation of the single family home development in a similar manner to the City's Property Maintenance Code within Sections 16.18.1700 through 16.18.1709 of the City's Municipal Code, as may be amended from time to time. City may impose a condition, as part of Subsequent Entitlements, for the Developer to include a copy of the Property Maintenance Code as part of individual home sale documents. City may impose a condition, as part of Subsequent Entitlements for single family development, for the Developer to establish a mechanism acceptable to City to provide for

CC&R Enforcement within the single family portions of the Property by Developer and/or a Homeowners Association. The City shall be a third-party beneficiary to the duties and covenants imposed by the CC&Rs and shall be entitled to, without obligation take appropriate legal action to enforce the duties and covenants. If an action is commenced, the City shall be entitled to recover costs including reasonable attorney's fees.

6. Park Development Fee and Community Places Fee Obligations.

6.1. Park Development Fee and Community Places Fee.

(i) Dedication of Park Land and In-Lieu Fee:

Developer's obligation is to dedicate 6.48 acres of park land to CRPD pursuant to California Government Code Section 66477 (the "Quimby Act") and Municipal Code Section 22.40.035(A) and (C), calculated by 439 EDU x 0.01475 (factor). The Quimby Act requirement shall be fully satisfied by the dedication of 8.65 acres of neighborhood park land, with the park land to be dedicated depicted on **Exhibit E**. Pursuant to Municipal Code Section 22.40.025, the City Council has determined that Cordova Parks and Recreation District ("CRPD") is the appropriate local agency for conveyance of the park land and CRPD has concurred in the calculation of required park land and also to accept the dedication of park land. City acknowledges that the terms related to dedication of the park land as between Developer and CRPD will be memorialized in a Park Development Agreement between Developer and CRPD, except for the Park Development Fee identified in Section 6.1(iii), no additional park land or park land in-lieu fee is owed by Developer for Development of the Project.

(ii) Dedication of Open Space Land and In Lieu Fee:

Developer is dedicating approximately 10.22 acres of City Open Space, consisting of Community Places and Green Infrastructure, as defined in the City's Open Space Guidelines and as depicted on **Exhibit F**. This dedication shall satisfy Developer's obligation to dedicate 1.295 acres of Community Places and any other Green Infrastructure land dedication requirements under the City's Open Space Guidelines (calculated by 439 EDU x 0.00295 (factor) (amount of land dedication as determined by Rancho Cordova General Plan and Open Space Guidelines). City acknowledges that no additional open space land dedication or open space in lieu fee is owed by Developer for Development of the Project.

(iii) Park Development Fee and Community Places Fee:

In addition to the dedication of park land as required under the Quimby Act, the Developer will pay a Park Development Fee in the amount of \$11,473.50 per Single Family EDU and a Community Places Fee in the amount of \$1,641.89 per Single Family EDU when each building permit for residential development is issued within the Project. In the event Developer constructs the neighborhood park, the Park Development Fee will be reduced through the application of credits to reflect Developer construction of the neighborhood park within the Project, pursuant to the term of a Park Development Agreement between CRPD and the Developer. The Park Development impact fee credits will be determined in accordance with the provision of Section 6.3 of this Agreement. Pursuant to the terms of a future Credit Agreement with the City, the Community Places Fee payable to the City may also be reduced to reflect Developer Turnkey Construction of neighborhood green or other community places amenities as agreed upon by the City.

(a) The Park Development Fee and the Community Places Fee will be adjusted on January 1, 2023, and annually thereafter no later than January 15th by the method provided in City CCI Index as follows: 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 October 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 October.

(c) The adjusted Park Development and Community Places Fees shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section, by the Park Development and Community Places Fees in place prior to the annual adjustment.

(d) Payment of the Park Development Fee and Community Places Fee shall be calculated subject to Fee Credits that may be owed to Developer pursuant to Section 6.3.

Except as provided in Section 5.7, no additional Park Development Fee or Community Places Fee shall be owed by Developer for Development of the Project.

6.2. Community Renovation Fee. Developer agrees that it shall pay City the total sum of \$1,291.09 for each single family dwelling unit (the “Community Renovation Fee”); provided that the Community Renovation Fee shall not be paid for any unit constructed on any parcel dedicated to the City for affordable housing uses, if any. Beginning January 1, 2023, the Community Renovation Fee shall be adjusted annually on each January 1 based upon City CPI Index. The Community Renovation Fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve, or maintain community facilities, parks, neighborhood greens, or other public land or facilities in the City. This payment is made voluntarily by Developer. It is paid in addition to all other existing park and community places fees, and construction and dedication obligations, including without limitation any fees paid pursuant to the Quimby Act, and the Park Development and Community Places Fees described in Section 6.1 above. Developer agrees that it shall not claim any credit against or right to reimbursement from any other existing park fees, and construction and dedication obligations, including Quimby Act fees, or the Park Development and Community Places Fees as a result of paying the Community Renovation Fee required under this Section 6.2. The City Council may, at any time, elect to terminate or reduce this obligation to pay the Community Renovation Fee, which termination shall not require an amendment of this Agreement.

6.3 Credits for Construction of Park and Recreational Improvements or Neighborhood Green or Community Places Amenities.

(i) Park Development Fee Credits. If Developer construct(s) park and recreational improvements to the land dedicated or provide(s) equipment for park and recreational facilities, the Park Development Fee will be reduced to reflect the construction of the park and recreational improvements or provision of equipment and Developer shall be entitled to Park Development Fee Credits. The amount of Park Development Fee Credits shall be determined in accordance with the provisions of Municipal Code Section 22.40.085, shall be subject to the same annual adjustments set forth in Section 6.1(iii)(a)-(c) of this Agreement, and shall be available to Developer, only, and not applied generally to reduce the overall cost of improvements or fees paid generally for Park Development. Developer shall not be obligated to construct park and recreational improvements or to provide park and recreational equipment and in no event shall Developer be required to construct improvements or provide equipment in excess of the Park Development Fee obligation stated in this Agreement.

(ii) Community Places Fee Credits. Pursuant to the terms of a future Credit Agreement with the City, the Community Places Fee payable to the City may also be reduced to reflect Developer Turnkey Construction cost for the facilities built within the City Community Places parcels. The maximum credit provided to the Developer pursuant to the Credit Agreement shall not exceed the total amount of Community Places Fees paid by the Developer. No credits or reimbursements from any source other than the Community Places Fees paid by the Developer shall be provided to the Developer.

(iii) Credit Agreements. City and Developer shall enter into a separate Credit and Reimbursement Agreement to memorialize the terms of any Community Places Fee Credits under this Section. CRPD and Developers shall enter into a separate Park Development Agreement to memorialize the terms of the Park Development Fee Credits, which credits shall be available to Developer upon posting of a bond to cover the cost of all improvements to be constructed by Developer(s).

7. Infrastructure and Maintenance Finance.

7.1 Infrastructure Finance. Prior to approval of a final Small Lot Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will cooperate to establish one or more of what are collectively referred to herein as the "Infrastructure Finance Mechanisms": Community Facilities Districts, ("CFD(s)") pursuant to and as authorized by Government Code sections 53311 et seq., the Statewide Community Infrastructure Program ("SCIP") (or other similar program established by the California Statewide Community Development Authority), the Bond Opportunities for Local Development ("BOLD") program (or other similar program through the California Municipal Finance Authority), or other public finance programs that may be available in the future to fund necessary Backbone Infrastructure, Public Facilities, and/or Development Impact Fees. City and Developer shall cooperate with the formation of the Infrastructure Finance Mechanisms, and shall take related actions as follows:

(i) Developer, in its sole and exclusive discretion, shall have the right from time to time to request City to establish one or more Infrastructure Finance Mechanisms to finance Project infrastructure, including without limitation roadway, drainage, landscape, utility, open space and/or park improvements, and/or the Impact Fees related thereto ("Public Improvements"). Upon receipt of such Developer request, City shall implement such requests subject to applicable state and federal law and other controlling laws.

(a) City's participation in forming any Infrastructure Finance Mechanisms (and the operation thereafter) and in issuing any debt in connection therewith ("Project Debt" and/or "Bonds") approved by City shall include all of the usual and customary municipal functions associated with such tasks, including without limitation, the formation and administration of special districts, the issuance of land secured debt financing, the monitoring and collection fees and taxes, the creation and administration of agency funds, the enforcement of debt obligations, and other functions or duties authorized or required by the laws, regulations, or customs relating to such tasks.

(b) There shall be no limitation on the number or kinds of Infrastructure Finance Mechanisms used on the Project/Property so long as the applicable public finance mechanisms comply with the City's guidelines adopted by Resolution 162-2018 in effect at the time of approval of the financing. Additionally, when allowable, City shall specify that any and all apportionments may be based on land uses rather than benefits received, so that such apportionment can consider and take into account market acceptance, feasibility, and affordability.

(c) Establishing any Infrastructure Finance Mechanism to finance the construction of Public Improvements, the payment of impact fees and/or land secured debt financing shall be initiated upon the request of Developer in connection with the Development of any phase of the Project, or by City in cooperation with Developer. In such regard, Developer shall submit to City the phasing plan for any facilities to be financed, including without limitation, the priority and financing needs related to such Public Improvements and the type of Infrastructure Finance Mechanism that Developer desires, and phases and Bond issuance related thereto, which Developer elects to use for specified purposes at the earliest possible time.

(ii) As required by applicable law, City may be required to enter into one or more joint community facilities agreements or other comparable agreements with other government entities that will own or operate any of the Public Improvements to be financed by an Infrastructure Finance Mechanism for the Project. The City and Developer agree that they shall take any and all steps necessary to procure the authorization and execution of any required joint community facilities agreement or other comparable agreements before issuance of any Infrastructure Finance Mechanism or other Bonds that finance the construction or acquisition of Public Improvements to be owned or operated by such other governmental entities.

(iii) Developer's request shall be made to the City in written form and shall outline the purposes for which the Infrastructure Finance Mechanism through and/or Project Debt will be established or issued, the general terms and conditions upon which it will be established or issued, the specific list of Public Improvements, and a proposed timeline for its establishment and/or issuance. Said Developer request shall include the substantive provisions to be included in the Rate and Method of Apportionment ("RMA") or other applicable implementation provision for the Infrastructure Finance Mechanism, as well as the relevant and analogous information as required by applicable law. City's consideration of Developer's request shall be consistent with the requirements of this Development Agreement.

(iv) Regardless of the number or kind of Infrastructure Finance Mechanisms used on the Project/Property, the "Special Tax Rate" established for said CFD(s) in conjunction with special tax rates/assessment established for City services (as reflected in

Section 7.2 of this Development Agreement) shall not cause the total tax burden on taxed property to exceed 1.75% of the estimated sales price of a dwelling unit to be constructed unless a greater amount is mutually agreed upon by the City and Developer. The sales prices shall be determined in conjunction with an absorption study or appraisal prepared for the CFD at the time of preparation of the RMA.

(v) Based on the phasing plan submitted to the City, the Developer shall have the right to identify the initial and each subsequent phase as a different improvement area of an Infrastructure Finance Mechanism ("Improvement Area") or a future annexation area ("Future Annexation Area") under the applicable law for that Infrastructure Finance Mechanism. The City has determined that the Public Improvements benefit the area burdened by the Infrastructure Finance Mechanism and each Improvement Area as a whole, and therefore, any of the Public Improvements may be financed in any Improvement Area without regard to the specific benefit to such Improvement Area or Future Annexation Area.

(vi) The Parties agree that in the event Infrastructure Finance Mechanism(s) are established, Developer shall have the ability to establish an annual increase of the Special Tax Rate or other applicable tax rate in an amount increasing no more than 2% per annum and as described by the RMA, or other applicable implementation provision for the Infrastructure Finance Mechanism.

(vii) The appraised or assessed value-to-lien ratio for any Bond issue for an Infrastructure Finance Mechanism will be four to one (4:1) unless a lesser amount is mutually agreed to by City and Developer. City shall not require Developer or any property owner within the CFD(S) to provide a Letter of Credit or other credit enhancement as security for the payment of special taxes in the CFD.

Contemporaneously with the formation of an Infrastructure Finance Mechanism, Developer and City shall execute an acquisition and funding agreement ("Acquisition Agreement") that shall apply to the acquisition and construction of the Public Improvement for each and every Improvement Area. The Acquisition Agreement shall be structured so that it is automatically applicable to any financing by special taxes levied in, or bonds issued for a subsequent phase annexed into its respective Improvement Area of the Infrastructure Finance Mechanism, without requiring any modifications to the Acquisition Agreement or any further approvals by the City.

7.2 Maintenance and Service Finance Mechanisms. Prior to approval of a final Small Lot Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Developer will complete all actions needed to form, annex into, and/or implement the funding mechanism(s) that have been identified in this Agreement, only, and which includes financing districts and special taxes that have been identified in this Agreement, only, to pay to maintain existing and new public improvements associated with or needed to serve the Project. Developer shall participate in, vote in favor of, and pay all costs incurred by City associated with such actions consistent with this Agreement and the Entitlements. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein shall not exceed the amounts reasonably determined by City during the formation of such finance district to fund the operations, maintenance, and/or services to be financed thereby. The provisions of this Section 7.2, including all subsections, apply only to the maintenance of improvements that are not included for maintenance in a private Homeowner's Association.

The following is the list of funding mechanisms for maintenance and services:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance. Developer and City agree that the Developer will 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, intelligent transportation systems (ITS) operations, streetlights and safety lights, and landscape maintenance for public frontage and medians. This may be accomplished through annexation to the City's Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance), or other financial mechanism as may be proposed and provided by the Developer for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. If the Developer does not provide another financial mechanism, prior to the recordation of the final Small Lot Subdivision Map, Developer will support the annexation of the Project into CFD 2014-2, and cover the Developer's fair share costs of the CFD annexation currently estimated at Five Thousand Dollars (\$5,000) per annexation.

7.2.2 Park Maintenance. Developer and City agree that the Developer will participate in or provide a funding mechanism for maintenance services for the Project's associated fair share financial impacts to the operation, maintenance, and capital replacement of existing and proposed public parks that are maintained by CRPD. This may be accomplished through annexation to the appropriate Communities Facilities District for park maintenance, or other financial mechanism as may be proposed and provided by the Developer for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public park improvements. If the Developer does not provide another financial mechanism, the Developer will support the annexation of the Project into the appropriate CFD for park maintenance and cover the Developer's fair share costs of the CFD annexation currently estimated at Seven Thousand dollars (\$7,000) per annexation.

7.2.3. Community Places and Neighborhood Greens Maintenance. Developer and City agree that the Developer will participate in or provide a funding mechanism for maintenance services for the Project's associated fair share impacts to the operation and maintenance community places and Neighborhood Greens. This may be accomplished through annexation to the City's Communities District No. 2018-2 (Community Places and Neighborhood Greens), or other financial mechanism as may be proposed and provided by the Developer for the same purpose of providing a financial mechanism to fund the Project's associated fair share financial impacts to the operation and maintenance of the Project's public community places and Neighborhood Green improvements. If the Developer does not provide another financial mechanism, the Developer will support the annexation of the Project into CFD 2018-2 (Community Places and Neighborhood Greens), and cover the Developer's fair share cost of the CFD annexation currently estimated at Five Thousand Dollars (\$5,000) per annexation.

7.2.4. Annexation into Stormwater Utility Fee. The Developer will participate in or provide a funding mechanism for maintenance services for the Project's stormwater drainage and flood protection system. This will be accomplished through annexation to the City's Stormwater Utility Fee District. Prior to recordation of the final Small Lot Subdivision Map, Developer shall support the annexation and cover Developer's fair share costs of the annexation, currently estimated at Seven Thousand Dollars (\$7,000) for the annexation. The base year FY 2020/2021 rate for the Stormwater Utility Fee is \$134.93 per

single family residential unit. The annual tax or fee will be adjusted annually per the method described in the CFD.

7.2.4.1 Enhanced Stormwater Utility Fee Zone. The Project is required to install low impact development measures (LID) for stormwater management pursuant to the City's state stormwater permit. Prior to recordation of the final Small Lot Subdivision Map, the Developer shall, to the satisfaction of the Public Works Director, either (i) annex into and approve a fee for a new zone in the City's Stormwater Utility Fee District that shall provide LID maintenance services in the Property, or (ii) establish another financial mechanism to provide LID maintenance services in the Property.

7.2.5 Transit Services Funding. The Developer will participate in the provision of a funding mechanism for transit-related services. This may be accomplished by annexation to the City's Transit Related Services Special Tax Area by voting to approve a special tax for the parcels created for this subdivision approval, or other financial mechanism as may be proposed and provided by the Developer for the same purpose of providing a funding mechanism to fund transit-related services. The tax shall be the per parcel annual amount as specified in an approving ordinance (with appropriate annual inflation adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to the recording of the final map. Costs associated with the annexation and election of the annual tax shall be borne by the Developer through payment of the annexation costs currently estimated at Five Thousand Dollars (\$5,000) per annexation.

7.2.6. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first final Small Lot Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, the Developer shall support the annexation of the Project into CFD No. 2013-2 (Police Services) and cover Developer's fair share costs of the CFD annexation, currently estimated at Five Thousand Dollars (\$5,000) for the annexation. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year FY 2021/2022 Police Maximum Services Special Tax shall be \$594.72 annually per residential dwelling unit, including multi-family units (if any). 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 CFD shall further provide that on each July 1 commencing July 1, 2022, the base year Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Developer acknowledges that no final Small Lot Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Developer may at its own risk, process and obtain approvals of any tentative subdivision maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

7.2.7. Amounts and Effect of Alternative HOA Maintenance. If and to the extent Developer proposes and City approves that a Homeowners Association that

includes the Property may perform any of the maintenance obligations that would otherwise be performed by the districts described in sections 7.2.1, 7.2.2 or 7.2.3 above, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be credited by the savings to be realized by the districts from the performance of such maintenance obligations by the Homeowners Association and the relieving of the districts from having to perform such maintenance obligations. This provision is subject to the reasonable discretion of the City that the performance by the Homeowners Association is adequate. City shall defer the annexation of the Property into an assessment district so long as City is assured of the adequacy of the performance thereof by the Homeowners Association.

7.2.8. Special Taxes. Provided that City has provided Developer with budgets for the maintenance services to be provided and Developer has no objections to those budgets, after formation of the assessment districts described in this Section, Developer agrees that it will not vote to repeal or amend any of the special taxes being imposed in the amounts or as set forth above in Sections 7.2.1 through 7.2.6, inclusive. In the event Developer objects to any special tax referenced in Section 7.2.1 through 7.2.6, inclusive, after the formation of the applicable assessment districts and during the term of this Agreement, Developer shall have the opportunity to meet and confer with City about the reasons for the objection and shall also have an opportunity to be heard by the City Council on any objections. If the City Council overrules those objections, the Developer may seek relief from a court of competent jurisdiction for continued payment of the special tax that is the subject of the objection. If, after exhausting all such remedies, a Developer continues to fail to pay the special tax, City shall be entitled to those remedies allowed for in Sections 7.2.1 through 7.2.6, as well as any remedies City has in law for failure to pay a special tax.

7.3 Infrastructure Phasing Plan. The Infrastructure Phasing Plan (Exhibit G) addresses sequencing and full build-out of major public onsite and offsite infrastructure necessary to support the Project including but not limited to, major roadways, signals, trails, offsite paseos, sewer, water, drainage facilities, parks and neighborhood greens, and other utilities. The phasing plan may be amended from time-to-time upon written approval by the Public Works Director. Prior to issuance of building permits (except permits for model homes) within an individual map phase, all streets and improvements shown on the phasing plan, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans and other infrastructure as necessary for adequate public access and use shall be substantially complete to the satisfaction of the Public Works Director. These improvements including sound walls and landscaping shall be fully constructed to the satisfaction of the City's Public Works Department prior to the first occupancy. The credit for the proposed signal at the intersection of Raymer Way and Grant Line Road shall be based on the actual cost, but not more than the four hundred thousand dollars (\$400,000) through the Citywide Transportation Development Impact Fee Program. The terms of this credit shall be incorporated into a Credit and Reimbursement Agreement between City and Developer.

7.4 Centennial Drive. The Entitlements include a General Plan Amendment to remove Centennial Drive within the boundary of the Project from the City's Circulation Element of the General Plan. City acknowledges and agrees that Developer has no obligation to construct this portion of Centennial Drive and that this provision is vested for the term of this Agreement and, thereafter, unless and until a subsequent General Plan Amendment is adopted by the City.

7.5 County Reciprocal Funding Agreement. City has evaluated in the FEIR the potential impacts to roads outside the City boundaries and whether this Project has any obligation to contribute towards any impacts that may be included within a reciprocal funding agreement with the County of Sacramento (“County”) that addresses the impacts of projects on Sacramento County roadways, as well as other cross-jurisdictional roadway impacts related to planned development in the City and County. City has concluded, based upon a review of the Traffic Impact Analysis in the FEIR that Developer shall not be required to contribute to any fees under the County Reciprocal Funding Agreement.

7.6 Purchase of Credits. City acknowledges that Developer may have the opportunity to purchase credits from other owners of property within the City. To the extent the purchase of credits from a third party are allowed under a Credit and Reimbursement Agreement, City will allow for those credits to be applied against any similar fees owed under this Agreement. The Credit will identify any applicable geographic limitations on the use of credits purchased from other owners of property.

8. Affordable Housing Plan. This Section 8 is the Affordable Housing Plan for the Project required by Rancho Cordova Housing Element Policy H.1.5. It has two components: the Property’s fair share of the Regional Housing Needs Allocation (RHNA) and affordable housing performance by an in-lieu fee pursuant to the City’s Housing Element Action H.1.2.1 and Action H.1.5.1.

8.1 Regional Housing Needs Allocation for The Preserve. The Project is less than 100 gross acres, therefore pursuant to Housing Element Action H.1.2.1, the RHNA acreage obligation is zero (0) acres of land zoned for high density housing at a minimum of 30 dwelling units per acre, and zero (0) acres of land zoned for medium density housing at a minimum of 10 dwelling units per acre.

8.2 Affordable Housing In-Lieu Fee. Developer shall pay City a fee of \$6,264.48 for each single-family dwelling unit (the “Affordable Housing In-Lieu Fee”). Beginning January 1, 2023, the Affordable Housing Fee shall be adjusted annually on January 1 based upon the October to October index value increase found in the 20 City Building Cost Index published in Engineering News Records (ENR), averaged with the ENR’s index of the City of San Francisco between October and October of each year. The Affordable Housing Fee shall be paid to City upon issuance of a building permit for each residential unit within the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or otherwise create any units of affordable housing to households with incomes ranging from zero to 120% of the Sacramento County area median income. City acknowledges that Developer’s payment of the Affordable Housing In-Lieu Fee satisfies Developer’s obligation to provide affordable housing or inclusionary housing or such other exaction related thereto associated with Development of the Property.

9. Dedication of Public Rights of Way and Other Public Lands. Within thirty (30) days of receipt of a written dedication request from City, regardless of the status of any final or tentative maps, Developer shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such infrastructure or improvements. Consistent with Developer’s right to construct infrastructure in phases (as defined in Section 7.3), Developer has the right to dedicate (whether in fee, by easement or right of way) by phases, including but not limited to land required for public improvements, park land and open space land, and with reference only to

the land included within a particular phase. This provision shall be included as a note on all tentative subdivision maps. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Developer initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Developer shall also grant temporary construction easements for reasonable access onto the Property to construct such infrastructure or improvements, which shall be assignable to any Developer who intends to construct such infrastructure or improvements. Developer shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate their interests therein to such dedicated rights of way and easements.

9.1 Off-site Improvements (Acquisition). Developer may be required to perform off-site improvements included in Exhibit G. If Developer is unable to secure sufficient title or interest in lands, or access to the lands, despite Developer's best faith effort, nothing shall prohibit Developer from exercising any and all rights available to it pursuant to Government Code section 66462.5 prior to the filing of any final or parcel map for which such off-site improvement was conditioned. If Developer is unable to secure the Real Property Interests necessary for off-site improvements, Developer shall provide evidence to City that Developer has exercised all reasonable efforts to acquire the Real Property Interests. Developer may thereafter request and, at City's sole and absolute discretion, City may agree to assist in the acquisition of the necessary Real Property Interests, subject to the additional conditions in this Section. City shall provide to Developer a reasonable estimation of all costs the City may reasonably incur (including the costs of eminent domain proceedings, legal fees and costs, and the value of the Real Property Interests) and Developer shall provide this amount to the City as Security. Upon receipt of the Security in a form acceptable to the City Attorney, City shall commence negotiations to purchase the necessary Real Property Interests to allow Developer to construct the public improvements. If necessary, and only after such negotiations by City and in accordance with the procedures established and to the extent allowed by law, City shall within a reasonable time frame and so as not to delay construction of improvements to serve the Project consider the exercise of its power of eminent domain to acquire such Real Property Interests, including securing an order for immediate possession. Any such acquisition by the City is subject to the City's sole and absolute discretion, which is expressly reserved by City, to consider whether or not it chooses to exercise its eminent domain power and to make all necessary findings to acquire such Real Property Interests, including a finding of public necessity. After Developer has provided the Security in a form acceptable to the City Attorney, the City shall not withhold any building permits based on the lack of the necessary title to Real Property Interests for off-site improvements. However, notwithstanding any provision contained in this Agreement to the contrary, the City shall not have any obligation to acquire the Real Property Interests.

10. Amendment or Cancellation.

10.1 Amendment by Mutual Consent, Minor Revisions. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the procedures of state law and the Municipal Code. Any amendment of this Agreement that does not constitute a Minor Revision as defined herein shall require amendment of this Agreement. Any such amendment that does not constitute a Minor Revision may be requested and made with respect to the Property, or a portion thereof, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this Agreement. A Minor Revision

shall mean any change to this Agreement which does not relate to the term (excluding automatic extensions), permitted uses, density or intensity of use, height or size of buildings, provisions for reservation or dedication of land, or monetary contributions by the Developer, or other similar or material provisions, in so far as the revision meets any applicable City-wide standards. The City Manager, with the consent of the Developer, has the discretion to approve Minor Revisions without the requirement for a public hearing or approval by the City Council.

10.2 Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual written consent of the Parties or their successors in interest, in accordance with Government Code section 65868 and the Municipal Code. Any fees paid pursuant to this Agreement and spent by City prior to the date of cancellation shall be retained by City.

10.3 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either Party or need to record any additional document, with respect to any single-family residential lot for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City pursuant to the Entitlements and Subsequent Entitlements, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this Agreement for any such residential lot as provided for in this Section 10.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

10.4 Termination upon Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City pursuant to the Entitlements and Subsequent Entitlements, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this Agreement that are outstanding or as to the parcels subject to the request for termination, have been satisfied, including without limitation, satisfaction of all obligations under Sections 6 - 8 hereinabove to pay Park Development Fee, Community Renovation Fees, Community Places Fees, Affordable Housing Fees, and/or planning reimbursements, that are then outstanding for the portion thereof subject to such termination; and (iv) the Developer of such portion of the Property is not in Default of this Agreement and no notice of Default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Developer's expense. Termination of this Agreement for any such residential parcel as provided for in this Section 10.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

10.5 Termination on Preserve Buffer. This Agreement shall terminate as to the buffer parcels (N, O, P, Q and R) shown in **Exhibit E** or any parcels thereof when (i) the Developer has completed all its obligations under the Development Agreement and the Entitlements regarding the buffer, and (ii) the South Sacramento Habitat Conservation Agency Joint Powers Authority (HCP) accepts the transfer of title and maintenance responsibility for the buffer to the JPA. The City shall, upon request by the Developer or the HCP and receipt of written notice of the above from the Developer or the HCP, cause a notice of termination to be recorded or provide other evidence of termination of the Agreement on the subject buffer to the Developer or the HCP.

11. Annual Review.

11.1 Annual Review. City reserves the right to annually monitor and review each Developer's good faith compliance with the terms of this Agreement and the Entitlements.

11.2 Monitoring. City has discretion to monitor the continuing compliance of the terms of this Agreement and the Entitlements by updating decision-makers, conducting field inspections in compliance with applicable laws, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions that are within the City's exercise of its legal, permit or contractual obligations.

11.3 Annual Review Date. City intends to conduct an annual review each year during the term of this Agreement in September of each year after the Effective Date.

11.4 Initiation of Review. City's Planning Director initiates the annual review by giving Developer written notice that City will conduct the annual review. The Planning Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Developer must provide evidence to the Planning Director to demonstrate good faith compliance with this Development Agreement. The burden of proof, by substantial evidence of compliance, is upon the Developer. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this Development Agreement. Developer is not in default under this Agreement by virtue of a failure by City to timely initiate review.

11.5 Staff Reports. City shall deposit in the mail to Developer a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice to Developer by e-mail or other then-available means of electronic technology.

11.6 Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Developer in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Developer may be required to pay are not limited to the amount in the Planning Director's estimate.

11.7 Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Development Agreement during the period under review, the City Council may initiate proceedings to modify or terminate the Agreement, at

which time an administrative hearing shall be conducted before the City Council in accordance with the procedures of state law (Government Code sections 65090 and 65091). As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Developer shall notify the City in writing at least seven (7) days before the hearing of any and all issues of non-compliance by City with the terms of this Development Agreement, and the City Council shall review and make findings concerning the compliance of all Parties to the Agreement. If the City contends that Developer has not complied in good faith with the terms and conditions of this Development Agreement, City shall provide Developer in writing the basis for that conclusion no later than seven (7) business days before the hearing of any and all issues of noncompliance by the City Council.

11.8 Appeal of Determination. The decision of the City Council as to a Developer's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the City Council must be commenced within ninety (90) days of the final decision of the City Council in accordance with the California Code of Civil Procedure, or the Developer forfeits the right to seek judicial review.

12. Violation of Entitlements. In addition to complying with all terms of this Agreement, Developer agrees to perform all terms, conditions, and requirements of all other Entitlements. Any failure by Developer to perform any material term, condition, or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this Agreement, subject to default under Section 13 or if such a violation is identified as part of an Annual Review it is subject to the procedures set forth in Section 11.

13. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this Agreement required to be performed by such Party, including without limitation any violation of Section 12, constitutes an event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." Except as provided in Section 11, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 23, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1 Procedure Regarding Defaults.

13.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default, including a description of the factual basis for the alleged default. After City as the Complaining Party provides notice of an Event of Default by Developer, if such Event of Default is not cured within thirty (30) days after the Developer's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the Default is cured pursuant to the procedures in this Section 13 or if the Event of Default is discovered or determined in the course of the Annual Compliance Review and there is a determination under the procedures set forth in Section 11 that there is no default.

13.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the Annual Compliance Review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code section 65865.1 to decide to terminate or modify the Development Agreement following the opportunity to cure as provided in this Section 13.1.2.

13.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

13.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 13.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or terminate this Agreement. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement or City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement. In no event, except as provided in Sections 17, 20, and 21 of this Agreement, will either Party be liable to the other Party for any monetary damage for claims arising out of this Agreement, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this Agreement without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety, or welfare.

14. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Agreement with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

15. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable. If, however, a provision of this Agreement is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this Agreement, then the Party so deprived may request that the other Party meet and confer in an attempt to amend the Agreement in a manner that is acceptable to both Parties and/or terminate this entire Agreement upon written notice to the other Party.

16. Applicable Law. California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction. Venue for all legal proceedings arising out of this Agreement shall be the Superior Court for the State of California, County of Sacramento.

17. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be filed by either Party for breach of this Agreement or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, expert witness fees, court costs, and any other costs as may be fixed by the Court.

18. Agreement Runs with the Land. Except as otherwise provided for in this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

19. Bankruptcy. The obligations of this Agreement are not dischargeable in bankruptcy unless so adjudicated by a court of competent jurisdiction. In the event of a bankruptcy by Developer, Developer shall include City as an interested party entitled to notice.

20. Indemnification from Construction, Improvement, Operation, and Maintenance Claims. Developer agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property or the Project. Developer has no indemnification obligation with respect to the gross-negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 20 shall survive the termination of this Agreement.

21. Cooperation and Indemnification of City in Event of Legal Challenge to This Agreement or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this Agreement or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this Agreement:

21.1 The Parties agree to cooperate in defending against the action or proceeding;

21.2 The Developer shall be solely responsible for its own costs and any costs incurred by City for such defense;

21.3 Developer will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

21.4 Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. Neither Developer nor City shall settle any action with any monetary relief without the written consent of other Party, unless City is solely liable and agrees to pay such monetary relief; and

21.5 The provisions of this Section 21 shall survive the termination of this Development Agreement.

22. Third Party Beneficiaries. This Development Agreement is made and entered into for the sole protection and benefit of Developer and City and their successors and assigns. No other person, agency or entity shall have any right of action based upon any provision in this Agreement.

23. Notices. All notices and other communications required or permitted under this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

Notice required to be given to City shall be addressed as follows:

CITY OF RANCHO CORDOVA
Director of Community Development
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax: (916) 851-8762
E-mail: esparkman@cityofranhocordova.org

Notice required to be given to Developer shall be addressed as follows:

George M. Carpenter, Jr.
TDW Enterprises
3001 I Street, Suite 300
Sacramento, CA 95816
Fax: (916) 930-0927
E-mail: georgemcarpenter@comcast.net

With a copy to:
Martha Clark Lofgren
Brewer Lofgren LLP
106 N. Granite Circle
Folsom, CA 95630
Email: mlofgren@brewerlofgren.com

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

24. Assignment and Release. From and after recordation of this Agreement against the Property, Developer shall within forty-five (45) days of the recording of the sale of the Property, or any portion thereof, assign this Agreement as to the Property, or such portion thereof, in connection with any sale, transfer or conveyance thereof, provided that Developer has paid City any and all fees or amounts due to City arising out of this Agreement or the processing of the Entitlements, or the development of the portion of the Property to be assigned. The assignment will recognize and include in the assignment payment of fees such as permit fees and impact fees that will become due and payable at the time of building permit issuance or certificate of occupancy and which have not yet become due and payable at the time of the assignment and transfer of the Property (or portion thereof). The form of the assignment and assumption agreement is attached hereto as **Exhibit H**. The assignment will be effective after (i) written notice to the City of the intent to assign this Agreement, (ii) confirmation by the Planning Director that Developer is not in default of any provision of this Agreement, (iii) confirmation by the Planning Director that Developer has paid to City any and all fees or amounts that are due to City at the time of the assignment, subject to any limitations on the scope of fees, Exactions, assessments or charges set forth in this Agreement, and (iv) Developer has provided to the City Planning Director the express written assignment by Developer and assumption by the assignee of such assignment in the form attached hereto as **Exhibit H**. Upon the satisfaction of each of the preceding items and the conveyance of Developer's interest in the Property related thereto, Developer shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will

be considered the "Developer," with all rights and obligations related thereto, with respect to such conveyed property (the "Assigned Property").

25. Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any lender or other such entity (a "Mortgagee") that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Developer under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assign of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue Development of the Property consistent with this Agreement and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Developer hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 9 of this Agreement to specifically enforce against such Mortgagees or owners any dedication requirements under this Agreement or dedication requirements under any conditions of any other Entitlements.

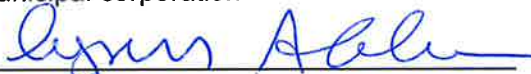
26. Priority of Enactment. In the event of conflict between this Development Agreement and the Entitlements, this Development Agreement is controlling, and the Parties will meet and confer in good faith to amend the Entitlements accordingly.

27. Form of Agreement; Recordation; Exhibits. This Agreement shall be deemed "entered into" for purposes of Government Code section 65868.5 as of the date of execution by the City and the City will record this Agreement and any subsequent amendment to this Agreement, with the County Recorder within ten (10) days as required by Government Code section 65868.5. In the event that Developer fails to meet the requirements of Section 4.1.1, the Developer shall sign and City will record documentation prepared by the City to evidence termination of this Agreement. City will also record any termination of this Agreement, including any parts or provisions of this Agreement, except when this Development Agreement automatically terminates due to the expiration of the term of this Agreement. Any amendment or termination of this Development Agreement that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 27 pages and 12 exhibits, which constitute the entire understanding and agreement of the Parties.

28. City Manager Authorization. The City of Rancho Cordova, a municipal corporation, has authorized this Development Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 07-2022 adopted by the Council of the City on the 18 day of April, 2022, and has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: 

Name: Cyrus Abhar

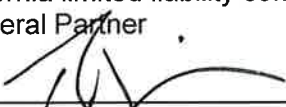
Its: City Manager

Date: 6/6/2022

"DEVELOPER"

TDW Enterprises LP,
a California limited partnership

By: Brothers R.P. LLC,
a California limited liability company,
its General Partner

By: 

Name: Thomas P. Winn
Its: Manager

Date: 5/31/2022

Winn Development II, LLC,
a California limited liability company

By: 
David L. Winn, Manager


ATTEST:



City Clerk

Date: 5/31/2022

APPROVED AS TO FORM:



Adam U. Lindgren
City Attorney

Date: 6/3/22

5019396.29

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 6/6/2022 before me, Kelly Thompson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Cyrus Abbar
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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 31, 2022 before me, Kristina M Steiger-Kingdon, Notary Public
(insert name and title of the officer)

personally appeared Thomas P. Winn
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)



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 31, 2022 before me, Kristina M Steiger-Kingdon, Notary Public
(insert name and title of the officer)

personally appeared David L. Winn
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 LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Map of the Property
Exhibit B-1:	Legal Description of the TDW Property
Exhibit B-2:	Map Depicting the TDW Property
Exhibit C-1:	Legal Description of the Whitlow Property
Exhibit C-2:	Map Depicting the Whitlow Property
Exhibit D-1:	Legal Description of the Divine Property
Exhibit D-2:	Map Depicting the Divine Property
Exhibit E:	Map Depicting Park Land Dedication
Exhibit F:	Map Depicting Open Space Dedication
Exhibit G:	Infrastructure Phasing Plan
Exhibit H:	Form of Assignment and Assumption Agreement

EXHIBIT A-1
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A-1

LEGAL DESCRIPTION

Real property situate in the City of Rancho Cordova, County of Sacramento, State of California and being a portion of Parcel 3 as shown on that certain Parcel Map recorded December 16, 1976 in Book 29 of Parcel Maps at Page 28, Sacramento County Records, and being more particularly described as follows:

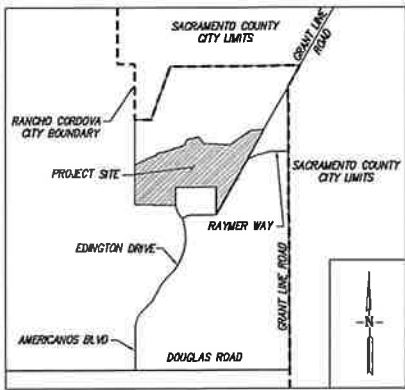
Beginning at the southwest corner of said Parcel 3, thence along the west line of Parcel 3, North 00° 55' 35" West – 1114.01 feet, thence leaving said west line of Parcel 3 for the following sixteen (16) courses:

- 1) North 62° 13' 01" East - 545.41 feet;
- 2) North 78° 00' 42" East - 122.26 feet;
- 3) North 26° 12' 33" East - 79.12 feet;
- 4) North 78° 27' 05" East - 154.52 feet;
- 5) North 69° 47' 56" East - 354.95 feet;
- 6) North 70° 44' 08" East - 283.92 feet;
- 7) North 12° 50' 01" East - 154.97 feet;
- 8) North 76° 22' 02" East - 340.74 feet;
- 9) South 36° 00' 57" East - 246.16 feet;
- 10) South 89° 34' 20" East – 729.30 feet;
- 11) North 54° 11' 29" East - 691.87 feet;
- 12) North 84° 38' 07" East - 410.52 feet;
- 13) South 28° 36' 41" West - 2753.19 feet;
- 14) North 00° 56' 05" West - 769.24 feet;
- 15) South 89° 04' 52" West - 1128.90 feet;
- 16) South 00° 55' 48" East - 498.05 feet to the southerly line of said Parcel 3;

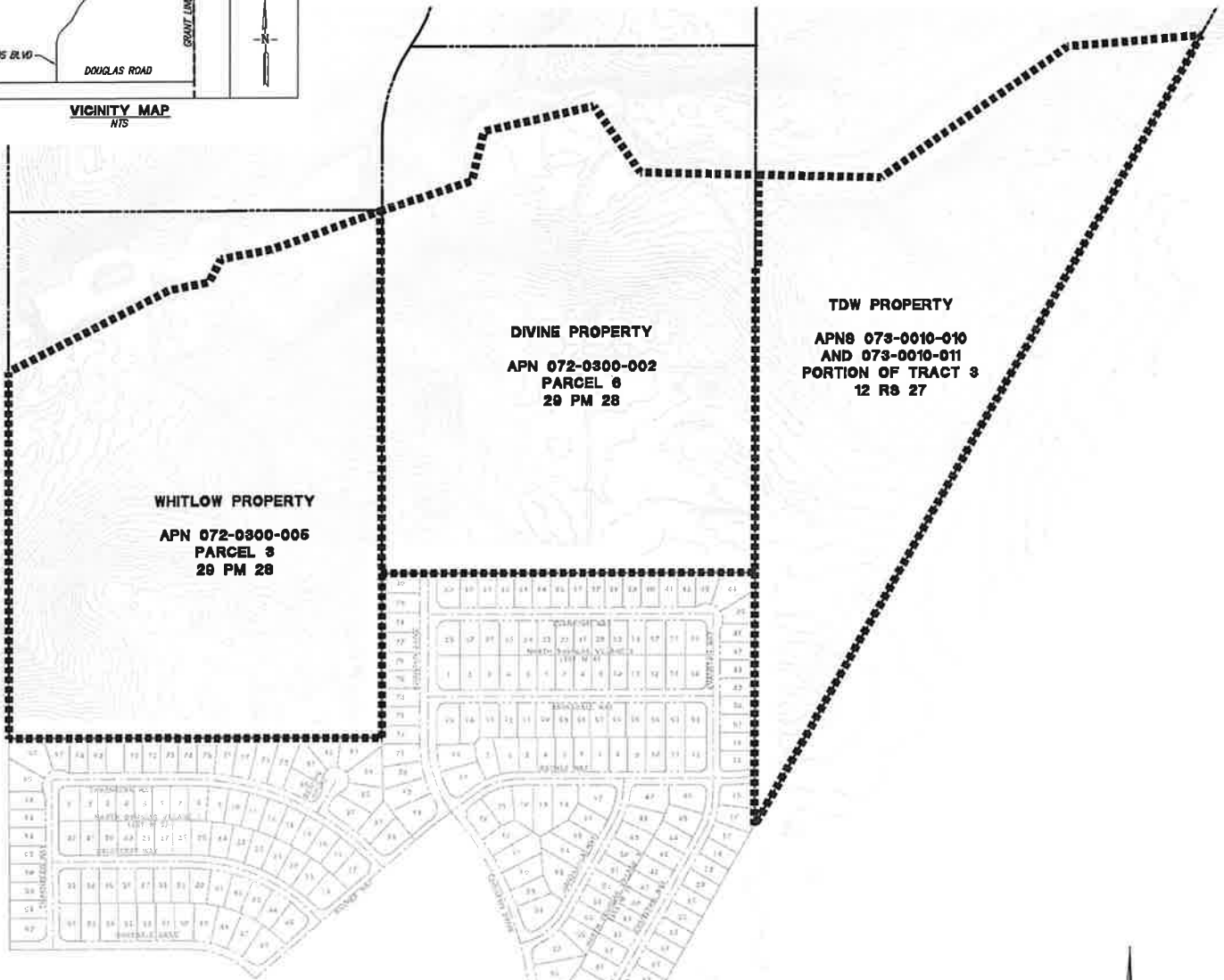
thence South 89° 05' 59" West - 1129.50 feet to the **Point of Beginning**.

Containing 98.915 acres of land area, more or less.

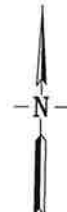
EXHIBIT A-2
MAP OF THE PROPERTY



VICINITY MAP
NTS



PORTION OF PARCEL 3 (APN 072-0300-005)
 PORTION OF PARCEL 6 (APN 072-0300-002)
 PORTION OF TRACT 3 (APN'S 072-0010-010
 072-0010-011)
 TOTAL ACREAGE= 98.9±



G:\JOB2016\165018\TEXT-MAP\EXHIBIT\O.A. EXHIBIT A-2.DWG 5/23/2022 10:47:00 AM RON MCCLUMPHY

THE PRESERVE

EXHIBIT A-2 (PROPERTY)

CITY OF RANCHO CORDOVA, CALIFORNIA



RUGGERI-JENSEN-AZAR
 ENGINEERS ■ PLANNERS ■ SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1" = 500'

DATE:
5-23-2022

JOB NO.:
165018

EXHIBIT B-1
LEGAL DESCRIPTION OF THE TDW PROPERTY

EXHIBIT B-1

LEGAL DESCRIPTION

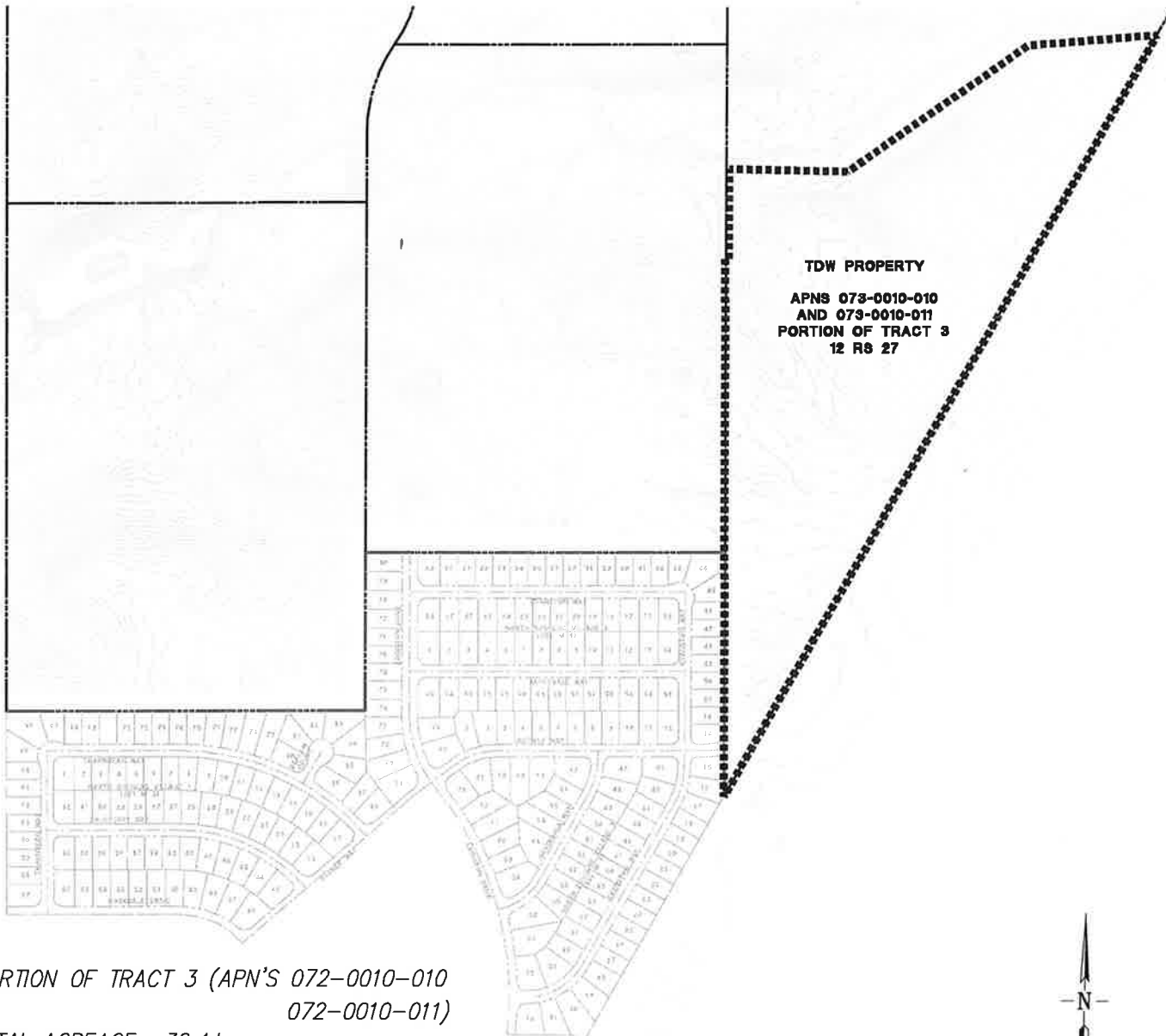
Real property situate in the City of Rancho Cordova, County of Sacramento, State of California and being a portion of the Tract 3 as shown on the Plat of Survey of Property of John B Haase, et al, in Rancho Rio De Los Americanos recorded September 11, 1928 in Book 3 of Surveys, Map No 21, Sacramento County Records, and being more particularly described as follows:

Beginning at the southeast corner of Parcel 6, as shown on that certain Parcel Map recorded December 16, 1976 in Book 29 of Parcel Maps at Page 28, Sacramento County Records thence North 00° 55' 13" West – 1207.67 feet, thence for the following five (5) courses:

- 1) South 89° 34' 20" East - 380.54 feet;
- 2) North 54° 11' 29" East - 691.87 feet;
- 3) North 84° 38' 07" East - 410.52 feet;
- 4) South 28° 36' 41" West - 2753.19 feet;
- 5) North 00° 56' 05" West - 769.24 feet to the **Point of Beginning**.

Containing 30.487 acres of land area, more or less.

EXHIBIT B-2
MAP DEPICTING THE TDW PROPERTY



TDW PROPERTY
APNS 073-0010-010
AND 073-0010-011
PORTION OF TRACT 3
12 RS 27

PORTION OF TRACT 3 (APN'S 072-0010-010
 072-0010-011)
 TOTAL ACREAGE= 30.4±



THE PRESERVE
EXHIBIT B-2 (TDW PROPERTY)
 CITY OF RANCHO CORDOVA, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS ■ PLANNERS ■ SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
 1" = 500'

DATE:
 5-23-2022

JOB NO.:
 165018

EXHIBIT C-1
LEGAL DESCRIPTION OF THE WHITLOW PROPERTY

EXHIBIT C-1

LEGAL DESCRIPTION

Real property situate in the City of Rancho Cordova, County of Sacramento, State of California and being a portion of Parcel 3 as shown on that certain Parcel Map recorded December 16, 1976 in Book 29 of Parcel Maps at Page 28, Sacramento County Records, and being more particularly described as follows:

Beginning at the southwest corner of said Parcel 3, thence along the west line of Parcel 3, North 00° 55' 35" West – 1114.01 feet, thence leaving said west line of Parcel 3 for the following eight (8) courses:

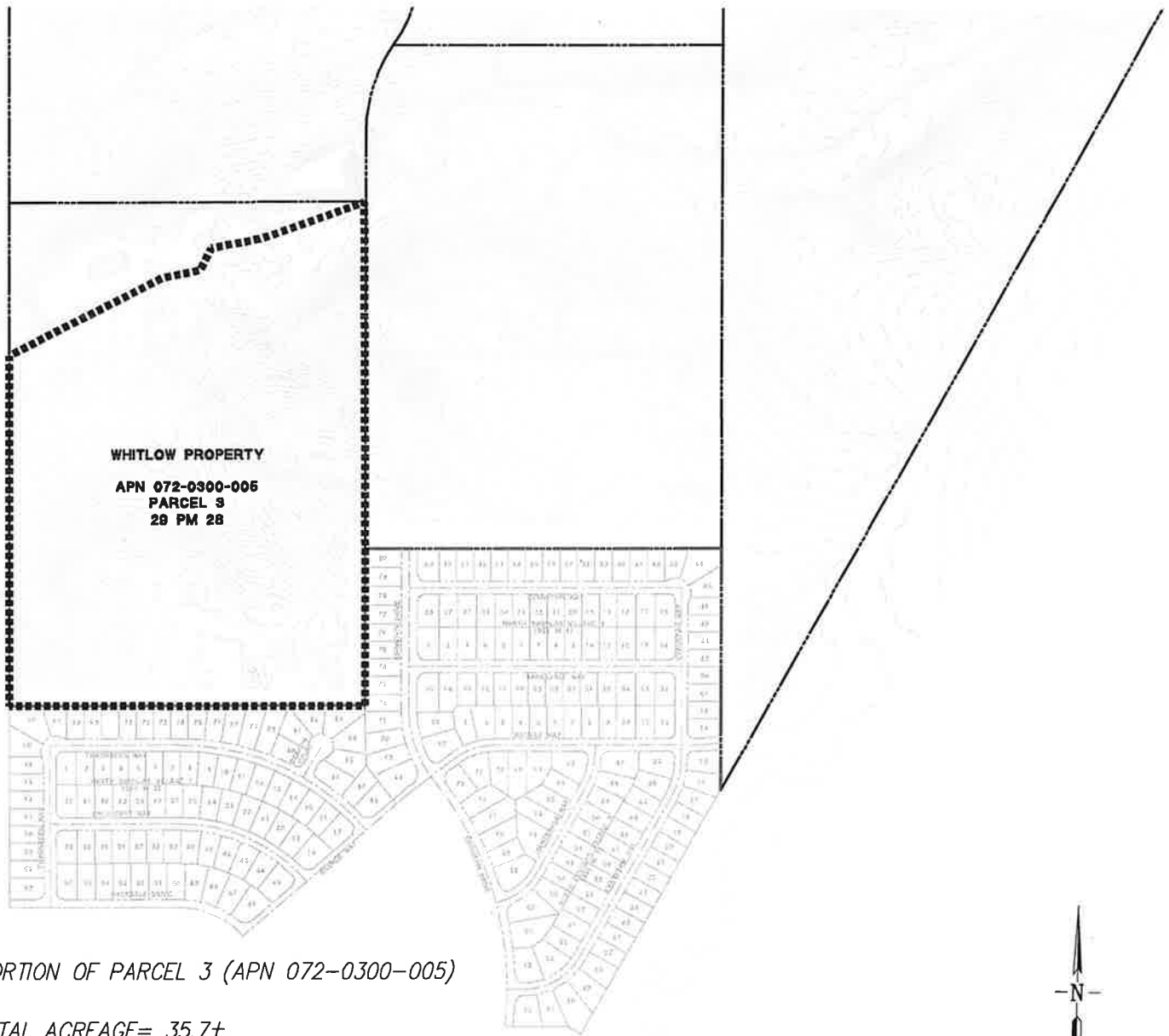
- 1) North 62° 13' 01" East - 545.41 feet;
- 2) North 78° 00' 42" East - 122.26 feet;
- 3) North 26° 12' 33" East - 79.12 feet;
- 4) North 78° 27' 05" East - 154.52 feet;
- 5) North 69° 47' 56" East - 354.95 feet;
- 6) South 00° 55' 15" East - 342.45 feet;
- 7) South 00° 55' 15" East - 759.94 feet;
- 8) South 00° 55' 48" East - 498.05 feet to the southerly line of said Parcel 3;

thence South 89° 05' 59" West - 1129.50 feet to the **Point of Beginning**.

Containing 35.755 acres of land area, more or less.

EXHIBIT C-2
MAP DEPICTING THE WHITLOW PROPERTY

C:\JOB2016\165018\VENT-MAF\EXHIBIT\D.A. EXHIBIT C-2.DWG 5/23/2022 10:48:38 AM RON MCCLUMPHY



PORTION OF PARCEL 3 (APN 072-0300-005)

TOTAL ACREAGE= 35.7±

THE PRESERVE
EXHIBIT C-2 (WHITLOW PROPERTY)
 CITY OF RANCHO CORDOVA, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS ■ PLANNERS ■ SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1" = 500'

DATE:
5-23-2022

JOB NO.:
165018

EXHIBIT D-1
LEGAL DESCRIPTION OF THE DIVINE PROPERTY

EXHIBIT D-1

LEGAL DESCRIPTION

Real property situate in the City of Rancho Cordova, County of Sacramento, State of California and being a portion of Parcel 6 as shown on that certain Parcel Map recorded December 16, 1976 in Book 29 of Parcel Maps at Page 28, Sacramento County Records, and being more particularly described as follows:

Beginning at the southeast corner of said Parcel 6, thence along the south line of Parcel 6, South 89° 04' 52" West - 1128.90 feet, thence for the following nine (9) courses:

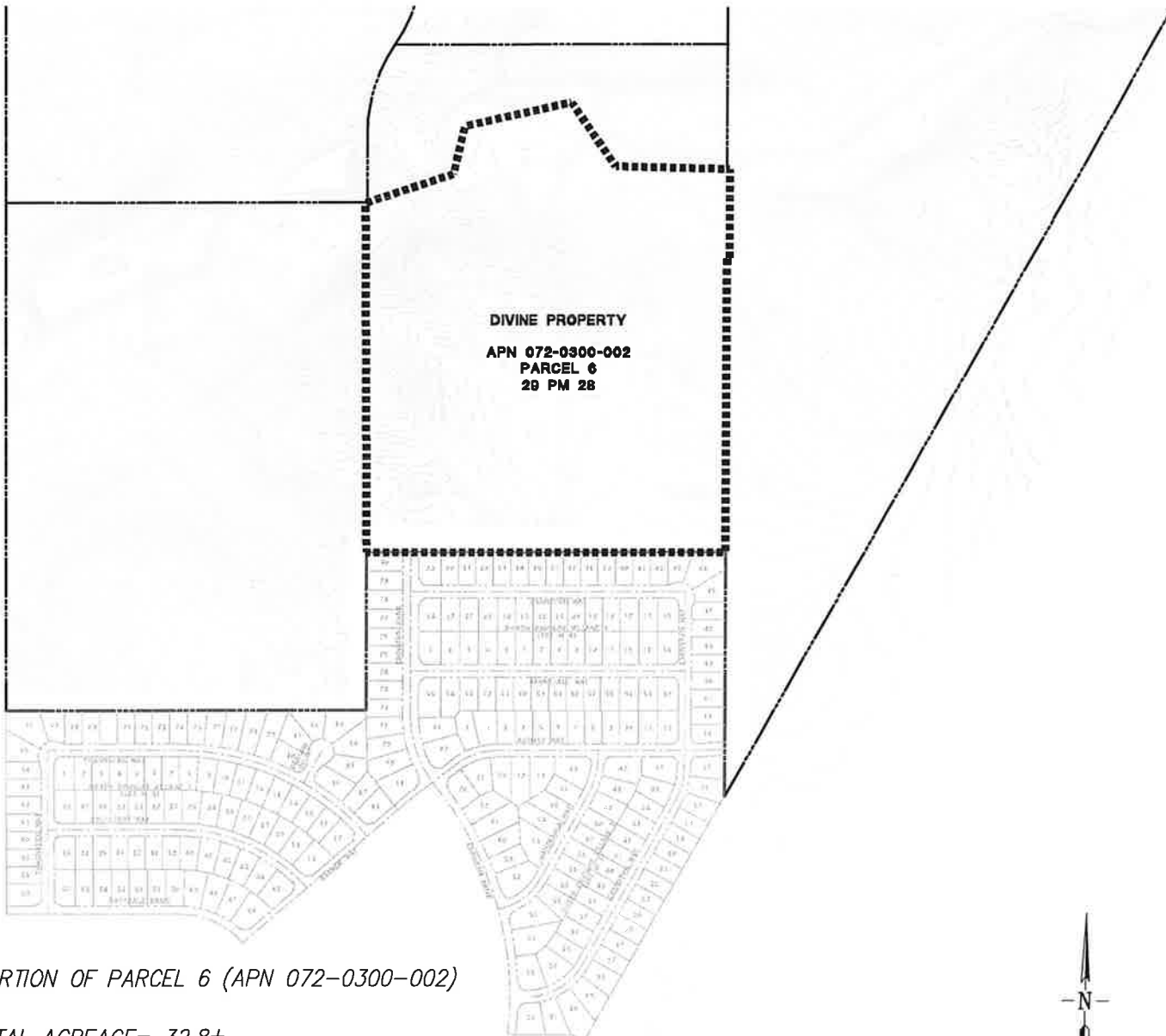
- 1) North 00° 55' 15" West - 1102.39 feet;
- 2) North 70° 44' 08" East - 283.92 feet;
- 3) North 12° 50' 01" East - 154.97 feet;
- 4) North 76° 22' 02" East - 340.74 feet;
- 5) South 36° 00' 57" East - 246.16 feet;
- 6) South 89° 34' 20" East - 348.76 feet to the easterly line of Parcel 6;

thence along said easterly line South 00° 55' 13" East - 1207.67 feet to the **Point of Beginning**.

Containing 32.673 acres of land area, more or less.

EXHIBIT D-2
MAP DEPICTING THE DIVINE PROPERTY

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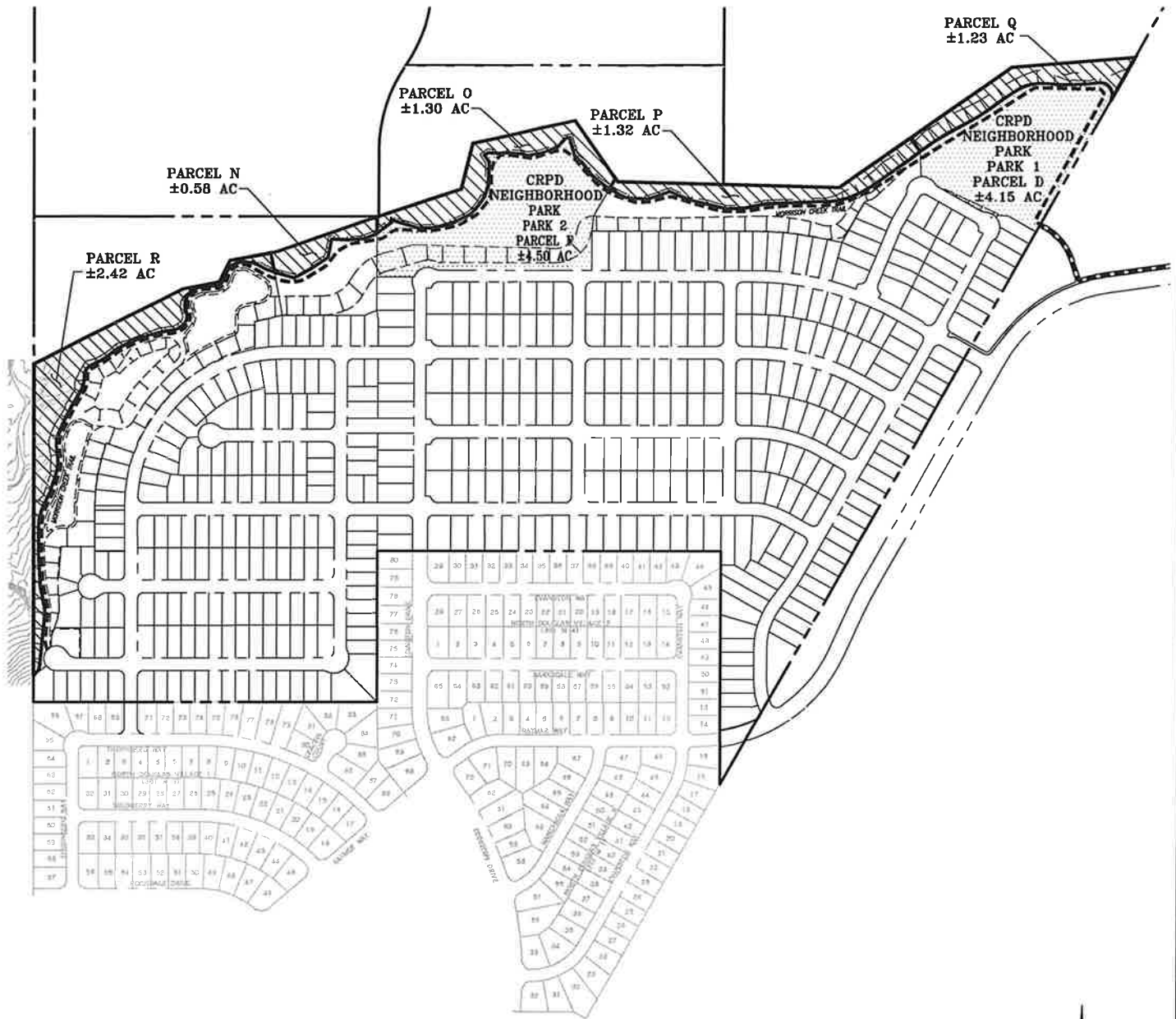
THE PRESERVE
EXHIBIT D-2 (DIVINE PROPERTY)
CITY OF RANCHO CORDOVA, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ■ PLANNERS ■ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE: 1" = 500'	DATE: 5-23-2022	JOB NO.: 165018
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EXHIBIT E
MAP DEPICTING PARK LAND DEDICATION

G:\JOB2016\165018\TENT-MAP\EXHIBIT D.A. EXHIBIT E.DWG 3/23/2022 1:34:07 PM



CRPD NEIGHBORHOD PARKS (TOTAL ACREAGE=8.65±)

BUFFER PARCELS (N,O,P,Q,R) 6.85± AC TOTAL
(BUFFER PARCELS ARE NOT INCLUDED IN PARK LAND DEDICATION)



THE PRESERVE
 EXHIBIT E - (CRPD NEIGHBORHOOD PARKS)
 CITY OF RANCHO CORDOVA, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

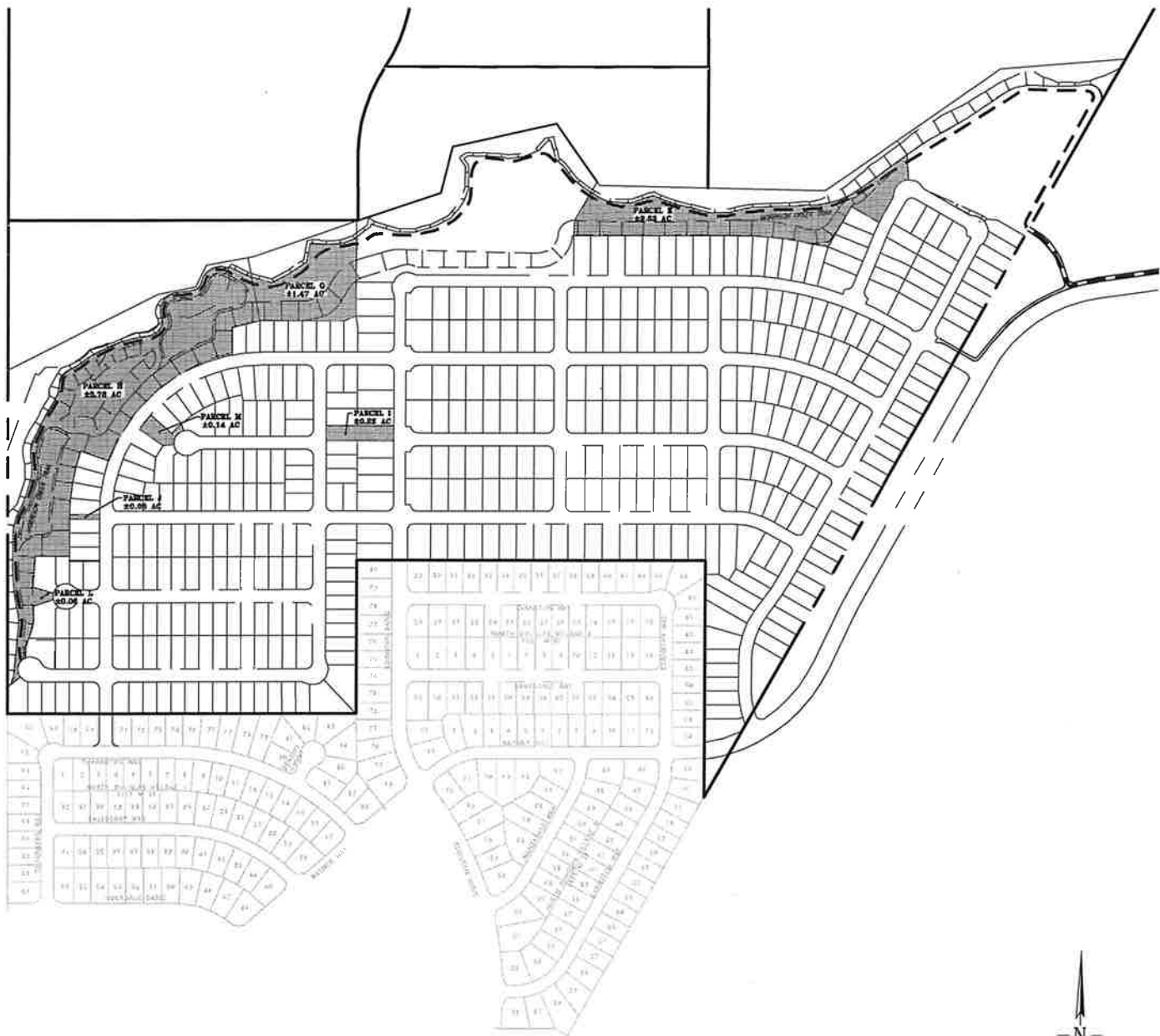
SCALE:
1" = 500'

DATE:
3-23-2022

JOB NO.:
165018

EXHIBIT F
MAP DEPICTING OPEN SPACE DEDICATION

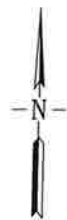
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GREEN INFRASTRUCTURE 6.23±AC
 COMMUNITY PLACES 3.99±AC



TOTAL ACREAGE= 10.22±



THE PRESERVE

EXHIBIT F - OPEN SPACE
 (GREEN INFRASTRUCTURE)
 & (COMMUNITY PLACES)

CITY OF RANCHO CORDOVA, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS ■ PLANNERS ■ SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1" = 500'

DATE:
3-10-2022

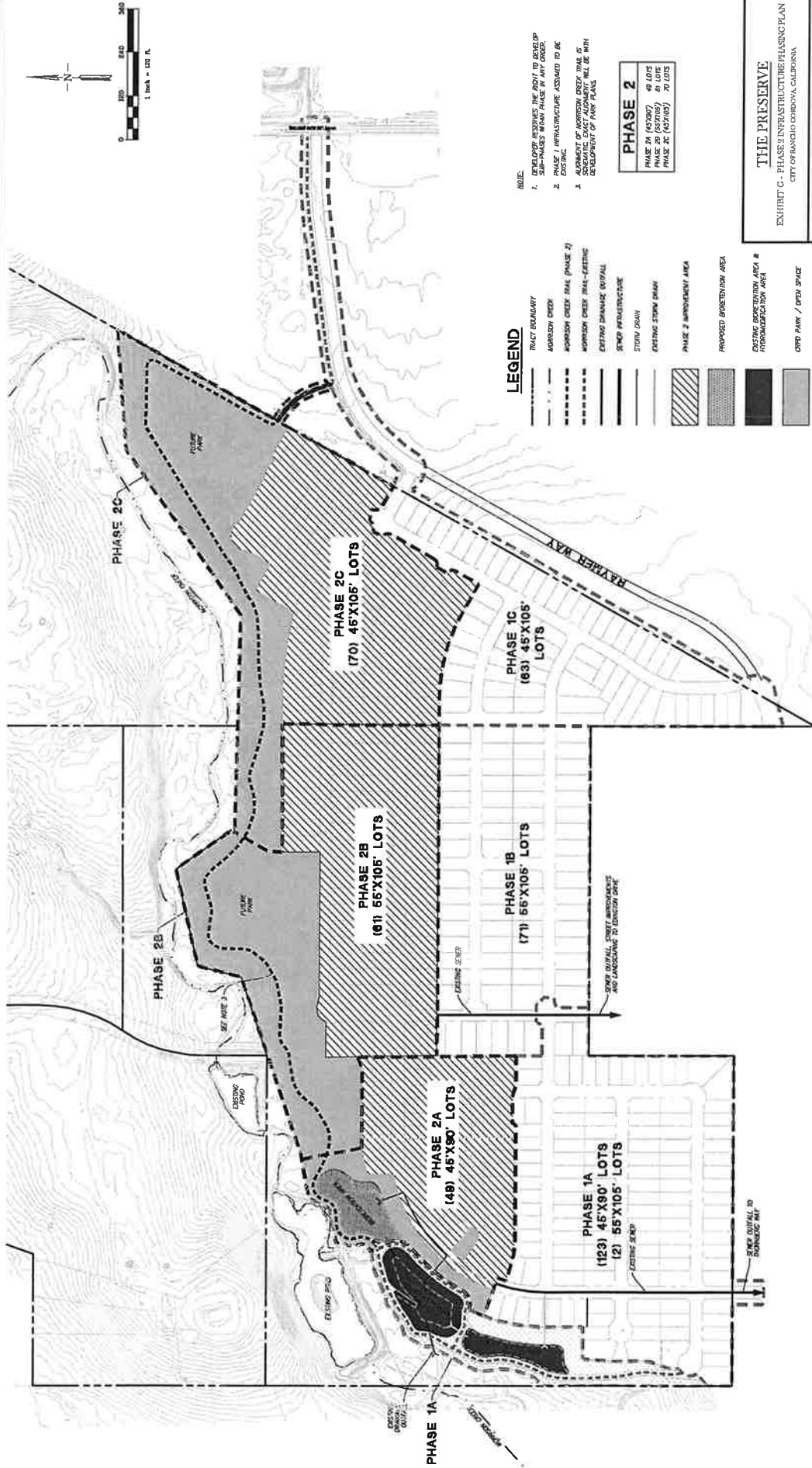
JOB NO.:
165018

EXHIBIT G
INFRASTRUCTURE PHASING PLAN

THE PRESERVE

EXHIBIT G - PHASE 2 INFRASTRUCTURE PHASING PLAN CITY OF RANCHO CORDOVA, CALIFORNIA

INFRASTRUCTURE PHASING PLAN
 FROM TO ADVANCE OF THE FIRST BUILDING PERMIT WITHIN A PHASE. A CONTRACT SHALL BE LET
 TO CONSTRUCT THE INFRASTRUCTURE PHASING PLAN. THE PHASING PLAN SHALL BE LET
 AND CONSTRUCTION SHALL BE COMPLETED WITHIN THE PHASING PLAN AND ALL ACCESS
 NECESSARY FOR ACCESS TO THE PROPOSED PHASE TO THE SATISFACTION OF THE PUBLIC WORKS
 DEPARTMENT SHALL BE PROVIDED. THE PHASING PLAN SHALL BE
 FULLY CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER.



- NOTE:
1. DEVELOPER RESERVES THE RIGHT TO DEVELOP PHASES 2A, 2B AND 2C IN ANY ORDER.
 2. PHASE 2 INFRASTRUCTURE ASSIGNMENT TO BE EXISTING.
 3. ALIGNMENT OF APPROACH CREEK TRAIL IS SCHEMATIC. EXACT ALIGNMENT WILL BE WITH DEVELOPMENT OF PAVEMENT PLAN.

PHASE 2	
PHASE 2A (45'x90')	48 LOTS
PHASE 2B (55'x105')	61 LOTS
PHASE 2C (45'x105')	70 LOTS

LEGEND

- TRAIL BOUNDARY
- APPROACH ROAD
- APPROACH CREEK TRAIL (PHASE 2)
- APPROACH CREEK TRAIL-EXISTING
- EXISTING DRAINAGE OUTFALL
- SEWER INFRASTRUCTURE
- STORM DRAIN
- EXISTING STORM DRAIN
- PHASE 2 IMPROVEMENT AREA
- PROPOSED BIOPEDONAL AREA
- EXISTING BIOPEDONAL AREA #
- BIOPEDONAL AREA
- OPEN PARK / OPEN SPACE
- EXISTING OPEN SPACE

THE PRESERVE
 CITY OF RANCHO CORDOVA, CALIFORNIA



RUGGERI-JENSEN-AZAR
 ENGINEERS ARCHITECTS PLANNERS
 1001 W. BROADWAY, SUITE 1000
 FORT WORTH, TEXAS 76102
 PHONE: (817) 552-5500 FAX: (817) 552-5501
 MARCH 10, 2022

EXHIBIT G - PHASE 2 INFRASTRUCTURE PHASING PLAN

EXHIBIT H
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT H
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO _____

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____ 20____, by and between _____, a _____ ("Developer"), and _____, a _____ ("Assignee").

RECITALS

On _____, 2022, the City of Rancho Cordova and TDW Enterprises, LP, a California Limited Partnership ("TDW") and Winn Development II, LLC ("Winn Development") (TDW and Winn Development II are collectively referred to as "Developer") entered into that certain agreement entitled "Development Agreement relative to the Preserve Project" ("Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement ("Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Sacramento County on _____, 2022, as Instrument No. 2022-_____.

Developer intends to convey a portion of the Property to Assignee, commonly referred to as Parcel(s) _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

Developer desires to assign and Assignee desires to assume all of Developer's rights, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Property owned by Developer.

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer " under the Development Agreement with

respect to the Assigned Parcel and Developer shall be released of and from any obligations or liabilities under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice address described in Section 23 of the Development Agreement for the Assignee with respect to the Assigned Parcel shall be:

Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

ASSIGNEE:

a _____

a _____

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____