CONCURRENT MEETING
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)/ RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Hall – Council Chambers
2729 Prospect Park Drive, Rancho Cordova

Monday, April 17, 2006

4:00 P.M. – Closed Session
5:30 P.M. – Regular Meeting

AGENDA

CLOSED SESSION

Council will Meet in Closed Session for the Following Purpose:

1. Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Government Code Section 54956.9 (b) (one case)

REGULAR MEETING

Call to Order

Roll Call: Council Members Budge, Cooley, Skoglund, Sander and Mayor McGarvey

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Invocation

2. Reverend Cecil Smith, Pastor of Jubilee Sacramento Valley Church, will give the invocation

Closed Session Report

3. The City Attorney will report on action taken in Closed Session

ANY ITEM THAT IS NOT INITIATED BEFORE 11 P.M. WILL BE CONTINUED TO THE NEXT DAY AT 5:30 P.M. OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL

Presentations

4. Proclamation for 16th Annual Creek Week
5. Recognition of Capital Air Show Volunteer Groups
6. Recognition of Dennis Dunn's Retirement
7. 2-1-1 Service in Sacramento County Presentation by Community Services Planning Council

ORAL COMMUNICATIONS

8. **Public Comment**

   Citizens wishing to address the Council for any matter on the Consent Calendar or not on the agenda may do so at this time by completing and submitting a (blue) Speaker Card to the City Clerk. **For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard.** Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

   Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

9. **Subject:** Resolution for City Manager Authorization to Execute Banking Services Agreement with Wells Fargo Bank
   Recommendation: Adopt Resolution No. 20-2006
   Result of Recommended Action: This action will authorize the City Manager to sign the Banking Services Agreement necessary to establish a full service government banking relationship with Wells Fargo Bank.
   Staff Report: Bill Thomas, Finance — Advances Goal 10

10. **Subject:** Reintroduce Ordinance Amending the City of Rancho Cordova Municipal Code Chapter 12.09 Street Trench Fee
    Recommendation: Waive the first reading and introduce Ordinance No. 17-2006 amending Chapter 12.09 of the City of Rancho Cordova Municipal Code **(Roll Call Vote)**
    Result of Recommended Action: On April 3rd, the Council held a public hearing regarding amendments to Municipal Code Chapter 12.09, "Street Trench Fee". As a result of formatting issues with the ordinance, staff decided to bring back the ordinance for a renewal of the first reading. No substantive changes to the ordinance have been made since the discussion at the April 3rd Council meeting.
    Staff Report: Cyrus Abhar, Public Works — Advances Goals 5, 3 & 10

11. **Subject:** Update on General Plan Review Process and Schedule
    Recommendation: Approve the Council recommended schedule for preliminary Council review of the Draft General Plan

Result of Recommended Action: At the Council's request, staff has identified dates to conduct focused review of the Draft General Plan prior to the formal Planning Commission and City Council adoption hearings. This review is proposed to occur during two full-day working sessions that will be conducted in a workshop format. City Council, Planning Commission and community input will likely result in revisions to the Draft General Plan.
Staff Report: Paul Junker & Pam Johns, Planning Advances Goals 2, 4, 6, 7 & 9

12. **Subject:** Sacramento Transportation and Air Quality Collaborative Final Report
Recommendation: Receive the Sacramento Transportation and Air Quality Collaborative (Collaborative) Agreements and Recommendations, along with other sections of the Final Report, direct staff to draw upon these planning documents when considering development projects and when amending City codes and regulations.
Result of Recommended Action: Approval of staff's recommendations would establish the Collaborative's Agreements and Recommendations as referenced material to inform the City in making policy-level and project-level decisions. This action would not require formal analysis of whether City decisions would be consistent with the Collaborative's recommendations.
Staff Report: Paul Junker, Planning Advances Goals 2, 7 & 12

13. **Subject:** Approval of 2006/2007 Measure "A" Transportation Expenditure Request
Recommendation:
    a. Approve the attached FY 2006/2007 expenditure plan for Measure "A" funds requesting allocation of future revenues to City roadway projects, programs and maintenance, and direct staff to submit the request to the Sacramento Transportation Authority (STA)
    b. Approve the attached expenditure plan for FY 2005/2006 Supplemental Measure "A" Revenues and direct staff to submit the request to STA.

Result of Recommended Action: This action will allow the City to submit an allocation request and expenditure plan to the STA for $2,757,094 in Measure "A" funds for fiscal year 2006/2007 in addition to the $288,035 in Supplemental Revenues from fiscal year 2005/2006. These funds will be used for road maintenance and construction projects.
Staff Report: Cyrus Abhar, Public Works Advances Goals 2, 5 & 10

14. **Subject:** Sunridge Specific Plan Traffic Threshold Amendments – Adoption of Ordinances and Resolutions
Recommendation: Adopt Ordinance No. 13-2006 amending the Sunridge Specific Plan; adopt Ordinance No. 14-2006 amending the Conditions of Approval for land use Zoning amendments within the Sunridge Specific Plan area; adopt Ordinance No. 15-2006, amending Development Agreements for the Anatolia III, Sunridge Park I and II, and North Douglas development projects; adopt Resolution No. 31-2006 amending Mitigation Monitoring Reporting Program requirements for the Sunridge Specific Plan; adopt Resolution No. 32-2006 amending tentative map Conditions of Approval for the Anthology at Anatolia, Anatolia III, Sunridge Park I and II, Sundance, and North Douglas development projects. **(Roll Call Vote)**
Result of Recommended Action: The amendments to the Sunridge Specific Plan Traffic Thresholds will allow for the orderly development of the necessary road system to serve the new developments in the Sunridge Specific Plan area. The Sunridge Specific Plan amendments will provide the City a better monitoring system to gauge and control the number of new homes and the impacts of traffic created by the residents on the road system.

Staff Report: Bill Campbell, Planning Advances Goals 2, 3, 7 & 10

15. **Subject:** Resolution Approving Subdivision No. RC-03-002.1 Final Map of North Douglas Village 1 and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 36-2006 approving the subdivision titled "Final Map North Douglas Village 1", consisting of 88 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 88 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

16. **Subject:** Resolution No. 37-2006 Approving Subdivision No. RC-03-002.2 Final Map of North Douglas Village 2 and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 37-2006 approving the subdivision titled "Final Map North Douglas Village 2", consisting of 80 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 80 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

17. **Subject:** Resolution Approving Subdivision No. RC-03-002.3 Final Map of North Douglas Village 3 and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 38-2006 approving the subdivision titled "Final Map North Douglas Village 3", consisting of 72 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 72 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

18. **Subject:** Resolution Approving Subdivision No. RC-03-002.4 Final Map of North Douglas Village 4 and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution 39-2006 approving the subdivision titled "Final Map North Douglas Village 4", consisting of 82 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 82 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

19. **Subject:** Resolution Approving Subdivision No. RC-03-002.5 Final Map of North Douglas Village 5 and Executing Subdivision Improvement Agreement

Recommendation: Adopt Resolution No. 40-2006 approving the subdivision titled "Final Map North Douglas Village 5", consisting of 77 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 77 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

20. **Subject:** Resolution Approving Subdivision No. RC-03-002.6 Final Map of North Douglas Village 6 and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 41-2006 approving the subdivision titled "Final Map North Douglas Village 6", consisting of 75 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 75 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

21. **Subject:** Resolution Approving Subdivision No. RC-03-002.7 Final Map of North Douglas Village 7 and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution 42-2006 approving the subdivision titled "Final Map North Douglas Village 7", consisting of 129 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 129 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

22. **Subject:** Resolution Approving Subdivision No. RC-03-002.8 Final Map of North Douglas Village 8 and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 43-2006 approving the subdivision titled "Final Map North Douglas Village 8", consisting of 62 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with US Home/KB Douglas, LLC and the recording of the final subdivision map creating 62 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

23. **Subject:** Resolution Approving Subdivision No. RC-03-001.1 Final Map of Sunridge Park Unit A and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 44-2006 approving the subdivision titled "Final Map Sunridge Park Unit A", consisting of 145 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of

public roads and utilities with Sunridge Park LLC, a California Limited Liability Company and the recording of the final subdivision map creating 145 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

24. **Subject:** Resolution Approving Subdivision No. RC-03-001.1A Final Map of Sunridge Park Village No. 1A and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 45-2006 approving the subdivision titled "Final Map Sunridge Park Village No. 1A", consisting of 20 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Woodside Bella Brisa Inc., a California Corporation and the recording of the final subdivision map creating 20 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

25. **Subject:** Resolution Approving Subdivision No. RC-03-001.03 Final Map of Sunridge Park Village No. 3 and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 46-2006 approving the subdivision titled "Final Map Sunridge Park Village No. 3", consisting of 67 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Rancho 80 LLC, a California Limited Liability Company and the recording of the final subdivision map creating 67 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

26. **Subject:** Resolution Approving Subdivision No. RC-03-001.04A Final Map of Sunridge Park Village No. 4A and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 47-2006 approving the subdivision titled "Final Map Sunridge Park Village No. 4A", consisting of 55 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Woodside Mariposa, Inc., a California Corporation and the recording of the final subdivision map creating 55 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

27. **Subject:** Resolution Approving Subdivision No. RC-03-001.06 Final Map of Sunridge Park Village No. 6 and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 48-2006 approving the subdivision titled "Final Map Sunridge Park Village No. 6", consisting of 108 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Woodside Eclipse Inc., a California Corporation and the recording of the final subdivision map creating 108 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

28. **Subject:** Resolution Approving Subdivision No. RC-03-001.07 Final Map of Sunridge Park Village No. 7 and Executing Subdivision Improvement Agreement

Recommendation: Adopt Resolution No. 49-2006 approving the subdivision titled "Final Map Sunridge Park Village No. 7", consisting of 76 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Woodside Vista Inc., a California Corporation and the recording of the final subdivision map creating 76 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

29. **Subject:** Resolution Approving Subdivision No. RC-03-001.08A Final Map of Sunridge Park Village No. 8A and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 50-2006 approving the subdivision titled "Final Map Sunridge Park Village 8A", consisting of 109 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Woodside Vista Inc., a California Corporation and the recording of the final subdivision map creating 109 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

30. **Subject:** Resolution Approving Subdivision No. RC-03-001.09A Final Map of Sunridge Park Village No. 9A and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 51-2006 approving the subdivision titled "Final Map Sunridge Park Village 9A", consisting of 38 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Beazer Homes Holdings Corp., a Delaware Corporation and the recording of the final subdivision map creating 38 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

31. **Subject:** Resolution Approving Subdivision No. RC-03-001.10A Final Map of Sunridge Park Village No. 10A and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 52-2006 approving the subdivision titled "Final Map Sunridge Park Village No. 10A", consisting of 47 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Beazer Homes Holding Corp., a Delaware Corporation and the recording of the final subdivision map creating 47 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

32. **Subject:** Resolution Approving Subdivision No. RC-03-001.11A Final Map of Sunridge Park Village No. 11A and Executing Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 53-2006 approving the subdivision titled "Final Map Sunridge Park Village 11A", consisting of 36 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of

public roads and utilities with Woodside Bella Brisas Inc., a California Corporation and the recording of the final subdivision map creating 36 new residentially zoned lots.
Staff Report: Marilyn Phelps, Public Works Advances Goals 3, 6 & 7

CONSENT PUBLIC HEARING ITEMS – ROLL CALL VOTE

33. **Subject:** Anatolia IV RC-03-023 - a 25.1-Acre Residential Project with 203 Single-Family Homes and a 2.6-Acre Park. The Requested Development Approvals are: a Specific Plan Amendment, a Rezone; a Tentative Tract Map, a Special Development Permit, and a Development Agreement.
Recommendation: Determine the Mitigated Negative Declaration was completed in accordance with the California Environmental Quality Act (CEQA) Guidelines; waive first reading and introduce Ordinance No. 18-2006, amending the Specific Plan and approving the Rezone of the Anatolia IV project, within the Sunridge Specific Plan, according to the exhibits contained within the staff report; adopt Resolution No. 54-2006 approving the Anatolia IV Tentative Subdivision Map, subject to the Conditions of Approval and waive first reading and introduce Ordinance No. 19-2006, approving the Development Agreement. **(Roll Call Vote)**
Result of Recommended Action: The approval will allow development of a 25.1-acre site located at the southwest corner of Chrysanthy Boulevard and Jaeger Road according to the Specific Plan by allowing the construction of a residential development with 203 detached single-family homes and a neighborhood park. The project will extend a local street network through the project to Chrysanthy Boulevard and Jaeger Road. The Development Agreement provides financial assurances that will ensure fiscal stability, as the City builds out the Specific Plan.
Staff Report: Jeff Beiswenger, Planning Advances Goals 2, 7 & 10

34. **Subject:** Sunridge Lot J RC-03-027 – The Requested Development Approvals are: a Rezone, a Development Agreement, and a Tentative Subdivision Map.
Recommendation: Determine the Mitigated Negative Declaration prepared for the project is adequate and consistent with the requirements of CEQA and waive first reading and introduce Ordinance No. 20-2006 approving the rezone, adopt Resolution No. 55-2006 approving the Tentative Subdivision Map for the Sunridge Lot J, according to the Map (Exhibit A) and subject to the draft Conditions of Approval/MMRP (Exhibit B) and waive first reading and introduce Ordinance No. 21-2006, approving the Development Agreement. **(Roll Call Vote)**
Result of Recommended Action: The approval will allow the middle portion of the Sunridge Specific Plan to develop according to the General Plan. The needed major road connection of Jaeger Road to Douglas Road and Chrysanthy Blvd. will be extended by this project, closing the loop with Douglas Road and Sunrise Blvd.; and providing financial assurances in the Development Agreements that will ensure fiscal stability, as the City builds out the Specific Plan.
Staff Report: William Campbell, Planning Advances Goals 2, 7 & 10

35. **Subject:** Sundance RC-04-122 – A Development Agreement for a 129-Unit Residential Development Located within the Sunridge Specific Plan.
Recommendation: Waive first reading and introduce Ordinance No. 22-2006 approving a Development Agreement between the City of Rancho Cordova and RHNC Sundance-Sacramento GP for the Sundance development. **(Roll Call Vote)**

Result of Recommended Action: The Development Agreement will provide the City with an additional funding source to support the community services, such as police service, road maintenance and park improvements for the Sunridge planning area. This project is contributing its far share to advancing improvement funds to the City to construct the major roads.
Staff Report: William Campbell, Planning Advances Goals 7 & 10

36. **Subject:** Resolution for Silverado at Stone Creek RC-05-191 – Tentative Subdivision Map and Design Review for a 218-unit Condominium Project, within the Villages of Zinfandel Special Planning Area.
Recommendation: Adopt Resolution No. 56-2006 approving Silverado at Stone Creek Condominiums Tentative Subdivision Map for Condominiums, subject to the Conditions of Approval and the Design Review Package, as submitted.
Result of Recommended Action: This project will complete the residential component of the Villages of Zinfandel Special Planning Area. This project and the Alexander Collection will provide medium density housing opportunities according to the plan and give the homebuyer another housing product, besides the single-family detached unit. The project connects to the planned green belt traversing through the planning area to connect future commercial to homes and jobs.
Staff Report: William Campbell, Planning Advances Goals 7 & 10

37. **Subject:** Resolution to Vacate a Portion of Armstrong Avenue Located at the Northeast Corner of Grissom Avenue and Bleckely Street.
Recommendation: Adopt Resolution No. 35-2006. Staff recommends the City Council recognize the exempt status of this proposed vacation and abandon a portion of Armstrong Avenue by determining the proposed vacation is exempt under General Rule, Section 15061(b)(3)1 shown in environmental certificate entitled "Notice of Exemption".
Result of Recommended Action: Approval of this recommended action will result in forcing traffic onto the newly constructed portion of Armstrong and the termination of use by the public of the old Armstrong Avenue as a public road right of way, reserving the public utility easement.
Staff Report: Cyrus Abhar, Public Works Advances Goals 2

PUBLIC HEARING ITEMS

38. San Joaquin Valley College RC-05-208 - Appeal of Planning Commission Denial of a Conditional Use Permit for a Sign Along the Highway 50 Frontage that Exceeds Size Guidelines within Special Sign Corridor. At the hearing the Council may consider all information relating to the item, including new information and testimony that was not presented to the Planning Commission.
Recommendation: Continue the item to May 15, 2006 at the request of the applicant.
Result of Recommended Action: Continuation of the item allows the applicant additional preparation time needed before the matter is considered by the Council.
Staff Report: Jeffrey Beiswenger, Planning Advances Goals 1 & 7

39. **Subject:** Olson Plaza Conditional Use Permit Appeal RC-05-215 – Consider an appeal of Planning Commission denial of a Conditional Use Permit for an oversized sign in the Highway 50 Special Sign Corridor. At the hearing the Council may consider all information relating to the item, including new information and testimony that was not presented to the Planning Commission.

Recommendation: That the City Council determine the project Categorically Exempt under Section 15311(a) of the California Environmental Quality Act (CEQA) Guidelines and adopt Resolution No. 58-2006 approving a Conditional Use Permit for an oversized sign located at 10910 Olson Drive within the Highway 50 Special Sign Corridor.
Result of Recommended Action: Approval of the Conditional Use Permit will allow the applicant to construct a sign that is 92 square feet in area (not including the supporting structure) and twenty (20) feet in height along the street frontage of Olson Plaza (10910 Olson Drive) as depicted in the staff report.
Staff Report: Jeff Beiswenger, Planning Advances Goals 1 & 7

*7:30 P.M. - BREAK

REGULAR CALENDAR ITEMS

40. **Subject:** Betty's Kitchen – Update on Coordinated Community Prosecution and Code Enforcement Efforts in the Lincoln Village Neighborhood.
Recommendation: Receive the update and provide staff with any additional direction.
Result of Recommended Action: Staff will continue to pursue opportunities to improve the Lincoln Village Neighborhood.
Staff Report: Adam Lindgren, Asst. City Attorney; Tom Trimberger, Richard Hodnett, Building & Safety, Bob Stone, Code Enforcement; and Tom McMahon, Police
Advances Goals 1, 5 & 7

41. **Subject:** Ordinance Establishing Deemed Approved Alcoholic Beverage Sales Regulations. **(Roll Call Vote)**
Recommendation: Waive first reading and introduce Ordinance No. 23-2006 establishing the Deemed Approved Alcoholic Beverage Sale regulations.
Result of Recommended Action: Ordinance No. 23-2006 will establish the Deemed Approved Alcoholic Beverage Sale regulations in an effort to enforce existing nuisance laws to protect the public health, welfare, and safety.
Staff Report: Steve Meyers, City Attorney Advances Goals 1, 5 & 7

42. **Subject:** Appeal of Business License Denial by Phil Snyder
Recommendation: Conduct appeal hearing
Result of Recommended Action: By conducting the appeal hearing, Council conforms to the business license denial appeal process outlined in Ordinance No. 45-2004 and provides an opportunity for the applicant to be heard.
Staff Report: Bill Thomas, Finance Advances Goals 5, 6 & 7

43. **Subject:** Review of Community Room Rental Policy
Recommendation: Review and comment on the proposed City Hall community room rental policy.
Result of Recommended Action: The proposed policy addresses both the objective of operating revenues and serving the community. Once Council has reviewed the policy, City staff will begin renting City Hall facilities.
Staff Report: Tom Trimberger, Building & Alexandra Miller, City Manager's Office
Advances Goals 1, 3 & 10

44. **Subject:** Sister City Program
Recommendation: Approve in concept the development of a Sister City Program, and direct staff to conduct outreach to the community and assist in the formation of a citizen's committee with the goal of establishing ties to at least one Sister City by December 31, 2006.
Result of Recommended Action: The recommended action will begin the process of reaching out to community, business and youth groups to engage citizen involvement in determining a Sister City relationship with at least one city by December 31, 2006.
Staff Report: Stephanie Snyder, City Manager's Office Advances Goals 1, 7, 8 & 9

45. **Subject:** Comprehensive Annual Financial Report (FY 2005 CAFR)
Recommendation: Information presentation only. Staff recommends Council receive and file the report.
Result of Recommended Action: The FY 2005 CAFR will be formally presented to Council and their receipt of the report will allow the City to distribute it to interested parties as well as publish the document on the City's website so it is available to the public.
Staff Report: Bill Thomas, Finance Advances Goal 10

CORRESPONDENCE

COUNCIL REPORTS

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

CITY MANAGER'S REPORT

ADJOURNMENT

ADDITIONAL INFORMATION

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays prior to the Regular City Council Meeting.

CITYWIDE GOALS - (Adopted March 20, 2006)	
1.	Foster a Positive Image of Rancho Cordova
2.	Improve Transportation & Connectivity
3.	Ensure the Availability of the Best Public Services in the Region
4.	Establish a Vibrant Downtown
5.	Ensure a Safe Community
6.	Improve the Quality of Housing In Rancho Cordova
7.	Sustain a Livable Community
8.	Drive Diverse Economic Opportunities
9.	Foster Responsible Citizenship
10.	Practice Sound Fiscal Management
11.	Establish Logical (City) Boundaries
12.	Continue To Provide Regional Leadership

Note: *Time listed on the agenda is approximate and for convenience only

ANY ITEM THAT IS NOT INITIATED BEFORE 11 P.M. WILL BE CONTINUED TO THE NEXT DAY AT 5:30 P.M. OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL

UPCOMING MEETINGS	
Tuesday, April 25, 2006	***5:30 p.m. - Work Session on Code Enforcement and Branding***
Monday, May 1, 2006	***CANCELLED (Conflicts with Cap to Cap)***
Monday, May 15, 2006	***4:00 p.m. - Study Session Jt. Meeting w/Planning Commission on General Plan 5:30 p.m. – Regular Meeting***
Tuesday, May 23, 2006	***12:00 p.m. - Budget Work Session, Update on Goals & Objectives and Results of Public Opinion Survey***
Wednesday, May 31, 2006	***5:30 p.m. - Street Design Guidelines and Dan Burden Walkability Strategies***

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building Department	(916) 851-8760
Finance Department	(916) 851-8730
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Redevelopment & Economic Development Department	(916) 851-8780

CERTIFICATION OF POSTING OF AGENDA

I, Anna Olea-Moger, Assistant City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the April 17, 2006 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on April 13, 2006 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city web site at www.cityofranchocordova.org.

Signed this 13th day of April 2006 at Rancho Cordova, California.

Anna Olea-Moger

Anna Olea-Moger, Assistant City Clerk

Note: *Time listed on the agenda is approximate and for convenience only

ANY ITEM THAT IS NOT INITIATED BEFORE 11 P.M. WILL BE CONTINUED TO THE NEXT DAY AT 5:30 P.M. OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: William J. Thomas, Chief Financial Officer

SUBJECT: **RESOLUTION APPROVING THE BANKING SERVICES AGREEMENT WITH WELLS FARGO BANK**

RECOMMENDATION

Adopt Resolution No. 59-2006 approving the Banking Services Agreement with Wells Fargo Bank.

RESULT OF RECOMMENDED ACTION

This action will authorize the City Manager to sign the Banking Services Agreement necessary to establish a full service government banking relationship with Wells Fargo Bank.

BACKGROUND

A Request for Proposals (RFP) for Banking Services was issued in January to Bank of America, Bank of New York, Bank of the West, First Bank, Union Bank and Wells Fargo Bank. Responses were received from four of the six banks, with Bank of New York and First Bank not responding. Staff interviewed all four responding banks. Based upon the responses to the RFP, the oral interviews and reference checks staff is recommending that the City establish a banking relationship with Wells Fargo Bank Government Services Division.

Wells Fargo has guaranteed its pricing for five (5) years. Bank pricing is done on a per item/transaction basis and costs will vary depending on volume and type of transactions. The annual cost of services will vary as the City grows. Since the City has no history other than branch banking service fees, we will monitor our costs over the first six months to determine whether we will pay for banking services directly or through compensating balances.

The new banking relationship will provide up to date technology solutions to many of our every day and special banking needs. For example, we will be able to electronically scan checks for deposit daily. To protect the City against check fraud, we will implement "positive pay" which electronically matches issued checks to checks being presented for payment. Accessing the City's cash positions on line will provide more effective cash management which will improve return on investments.

AGENDA ITEM # 9

Wells Fargo is a leader in government services banking and is anxious to be a partner as the City grows.

ATTACHMENTS

Resolution No. 59-2006

CITY OF RANCHO CORDOVA

RESOLUTION NO. 59-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING BANKING SERVICES AGREEMENT WITH WELLS FARGO BANK

WHEREAS, a Request for Proposals for Banking Services was issued and five proposals received; and

WHEREAS, after reviewing the proposals, it has been determined that the proposal from Wells Fargo Bank most closely matches the City's needs at this time.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova hereby accepts the proposal from Wells Fargo Bank and authorizes the City Manager to sign the Banking Services Agreement necessary to establish the banking relationship.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **STREET TRENCH FEE ORDINANCE**

RECOMMENDATION

Introduce the ordinance, waive the first reading and continue the ordinance to the City Council meeting on May 15, 2006, for adoption.

BACKGROUND

On April 3, the City Council held a public hearing regarding amendments of Municipal Code Chapter 12.09, "Street Trench Fee." As discussed previously, the amendments will do the following:

- Increase the Trench Restoration Fee by about 24%;
- Eliminate the requirement for an annual publication of the PCI for every block and calculation of the Trench Restoration Fee for every block;
- Increase the period of time from one (1) year to two (2) years an excavator is held responsible for their work, except for utility owners who have placed a Pavement Life Warranty Agreement;
- Increase the excavation moratorium on newly renovated streets from three (3) years to five (5) years;
- Eliminate the right of appeal to the City Council; and
- Make housekeeping changes to clean up references to the County of Sacramento, etc.

As a result of formatting issues with the last ordinance, staff has decided to bring the ordinance back for a renewal of the first reading. No substantive changes to the ordinance have been since the Council's prior discussion on April 3.

REQUESTED MOTION

"I move that the City Council introduce the ordinance, waive the first reading, and continue the ordinance to the May 15, 2006, City Council meeting for adoption."

ATTACHMENT: Ordinance No. 17-2006

CITY OF RANCHO CORDOVA

ORDINANCE NO. 17-2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 12.09, "STREET TRENCH FEE"

WHEREAS, the City Council finds that the maintenance of a trench fee ordinance to establish safeguards to deter poor trench replacement and payment of a fee for loss of pavement life due to trench work in the street is necessary; and

WHEREAS, the City Council finds that the existing Street Trench Fee ordinance provides substantial security for the City which enables quality control of street excavations; and

WHEREAS, the City Council finds that modifications to the ordinance are necessary in order reflect cost inflation and improve effectiveness.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section1: Rancho Cordova Municipal Code Chapter 12.09, "Street Trench Fee" is hereby amended to read as follows:

"Chapter 12.09 STREET TRENCH FEE

12.09.010 Title.

12.09.020 Definitions.

12.09.030 Trench Restoration Fee.

12.09.040 Establishment of Fund.

12.09.050 Relocation of Utilities Required by City.

12.09.060 Permit Violations.

12.09.070 Pavement Condition Index Ratings.

12.09.080 Pavement Life Performance Warranty.

12.09.100 Publicly Bid City Plans, Field Changes and Blanket Permits.

12.09.110 Coordination of Excavations.

12.09.120 Moratorium.

12.09.130 Excavation Within Moratorium Period.

12.09.140 Joint Excavation.

12.09.150 Non-Transferability of Pavement Life Warranty.

12.09.160 Appeal.

12.09.170 Severability.

12.09.010 Title.

This ordinance shall be known as the "Street Trench Fee" ordinance.

12.09.020 Definitions.

For purposes of the Chapter, the following definitions apply:
"Applicant" shall mean any owner who has submitted an application for a permit to excavate.

"Chapter" shall mean this Chapter 12.09 of Title 12 of the City of Rancho Cordova Code.

"City" shall mean the City of Rancho Cordova.

"City street" shall mean any public highway, road, street, avenue, alley, lane, drive, way, place, court or trail, which has been accepted, or is hereafter accepted, by the City of Rancho Cordova into the City road system pursuant to Section 1806 of the California Streets and Highways Code.

"Department" shall mean the Public Works Department.

"Director" shall mean the Public Works Director or his or her designee.

"Excavation" shall mean any opening in the paved surface or subsurface of the public right-of-way.

"Facility" or "Facilities" shall mean any and all cable, cabinets, ducts, conduits, converters, equipment, drains, handholds, manholes, pipes, pipelines, splice boxes, surface location markers, tunnels, utilities, vaults, wells, and other appurtenances or tangible things that are located or are proposed to be located in the public right-of-way.

"Owner" shall mean any person, including any agency, department, or subdivision of the

City, who owns any facility or facilities that are or are proposed to be installed or maintained in the public right-of-way.

"Permit" or "permit to excavate" shall mean a permit to perform an excavation as it has been approved or may be amended or renewed by the Department.

"Person" shall mean any natural person, corporation, partnership, or any governmental agency, department, or subdivision of the County, or the State of California, or United States of America.

"Public right-of-way" shall mean the paved area across, along, beneath, in, on, over, under, upon, and within the City streets, as they now exist or hereafter will exist and which are or will be under the permitting jurisdiction of the Public Works Department.

"Resurfacing" shall mean any repaving, overlay, seal or reconstruction which constructs a new pavement surface of greater than one inch thickness over the entire width of the street, excluding crack seals, not including micropaving, Class 1 to 3 slurry seals, cape seals, and chip seals.

"Trench Influence Area" shall mean an area three feet adjacent to the trench where the excavation occurs for trenches with four feet or greater of cover over the utility facility from the paved surface, and one and one-half feet adjacent to the trench where the excavation occurs for trenches with less than four feet of cover over the utility facility from the paved surface.

12.09.030 Trench Restoration Fee.

At the time any permit is issued, improvement plan approved, or work performed that causes an excavation of a paved City street, the applicant shall pay a trench restoration fee, in addition to the fee required by the encroachment permit or other administrative fees. The fee shall be in the amount set forth on the Trench Cut Fee Schedules set forth below, or such other amount as may be established by resolution of the City Council. A trench restoration fee shall not be required for the following excavations:

a. In a City street that the City has scheduled for resurfacing either during the fiscal year (July 1—June30) when the excavation permit is issued or during the immediately following fiscal year;

b. In a City street where the pavement condition index (PCI), as defined by the City's Pavement Management System, is less than 25 on the date the excavation permit is issued;

c. For work performed by and for the City Public Works Department;

d. For potholing to verify utility depth or location;

e. Where work will include resurfacing of all of a significant portion of the City street where the excavation is made provided that the Director approves the resurfacing;

f. Made for a utility relocation required by the City to accommodate a proper governmental use of a City street;

g. For owners possessing a valid pavement life performance warranty agreement with the City as set forth in Section 12.09.080;

h. Trenchless excavations greater than three feet in depth of cover over the utility facility not requiring a significant surface incision greater than industry bore pit standards may be excluded at the discretion of the Director.

TRENCH CUT FEE SCHEDULE
FOR TRENCHES LESS THAN 4 FEET DEEP

Major Streets[1] or all streets within 5 years of construction or structural overlay	PCI between[2]	100	and	70	$4.83 per S.F. longitudinal $9.67 per S.F. transverse
Major	PCI between	69	and	26	$2.73 per S.F. longitudinal $5.46 per S.F. transverse
Major	PCI between	25	and	0	NO FEE
Other	PCI between	100	and	70	$2.99 per S.F. longitudinal $5.98 per S.F. transverse
Other	PCI between	69	and	26	$1.46 per S.F. longitudinal $2.93 per S.F. transverse
Other	PCI between	25	and	0	NO FEE

[1]Major = thoroughfare and arterial roads as defined by the City Improvement Standards
[2]PCI = Pavement Condition Index
Fees do not apply to area outside of the vertical projection of the trench in a "T" cut restoration
Longitudinal = Trench mostly parallel to the centerline of the ramp
Transverse = Trench mostly perpendicular to the centerline of the road

TRENCH CUT FEE SCHEDULE
FOR TRENCHES 4 FEET DEEP OR GREATER

Major Streets[1] and streets within 5 years of construction or structural overlay	PCI between[2]	100	and	70	$7.33 per S.F. longitudinal $14.66 per S.F. transverse
Major	PCI between	69	and	26	$4.14 per S.F. longitudinal $8.28 per S.F. transverse
Major	PCI between	25	and	0	NO FEE
Other	PCI between	100	and	70	$4.56 per S.F. longitudinal $9.08 per S.F. transverse
Other	PCI between	69	and	26	$2.23 per S.F. longitudinal $4.46 per S.F. transverse
Other	PCI between	25	and	0	NO FEE

[1]Major = thoroughfare and arterial roads as defined by the City Improvement Standards
[2]PCI = Pavement Condition Index
Fees do not apply to area outside of the vertical projection of the trench in a "T" cut restoration
Longitudinal = Trench mostly parallel to the centerline of the ramp
Transverse = Trench mostly perpendicular to the centerline of the road

12.09.040 Establishment of Fund.

All monies paid to the City pursuant to Section 12.09.030 shall be deposited in a special fund or funds and shall be expended only for the resurfacing, maintenance, administration, and protection of City streets where excavation has occurred after the effective date of adoption of this Ordinance.

12.09.050 Relocation of Utilities Required by City.

No Fee or requirement authorized or imposed pursuant to this Chapter shall be construed to affect or alter in any way any obligation of public and private utilities with facilities installed in any City street to relocate the facilities at no cost to the City, in the event that relocation is required by the City to accommodate a proper governmental use of the City street.

12.09.060 Permit Violations.

No person who has violated any provision of this Chapter shall be issued an excavation permit, nor shall any contractor or agent apply for or be issued an excavation permit on such person's behalf, until the outstanding violation is corrected or a plan for correction is approved by the Director. The foregoing requirement is in addition to any penalty or remedy for violation that may be imposed or sought by the City at law or equity.

12.09.070 Pavement Condition Index Ratings.

The City shall perform periodic pavement condition surveys of all City streets and determine the pavement condition index (PCI) rating for each street. A PCI rating shall be assigned to discrete blocks of a street. The PCI report shall be made available for public review at the permit counter.

12.09.080 Pavement Life Performance Warranty.

In lieu of paying a trench restoration fee pursuant to Section 12.09.030, an owner who has a valid franchise agreement with the City or is statutorily exempt from franchise requirements shall provide a written pavement life performance warranty in a form acceptable to City. The warranty shall provide that in the event that subsurface material or pavement over or within the trench influence area becomes depressed, broken, or otherwise fails at any time after the excavation has been completed until such time as the street surface is completely resurfaced with a structural overlay, the owner who performed the trench cut shall repair or restore such condition pursuant to the procedure set forth in Section 12.09.090. In the event that an owner who has a valid franchise agreement with the City or is statutorily exempt from franchise requirement fails or refuses to provide a written pavement life performance warranty, such owner shall pay the trench restoration fee set forth in Section 12.09.030.

12.09.090 Repair of Sunken Pavement Over Excavation.

If the subsurface material or pavement over or within the trench influence are becomes depressed or broken at any time within two years (2) after the excavation has been completed and accepted and before resurfacing of the City street, where the owner has paid a trench restoration fee pursuant to Section 12.09.030, or (2) at any time prior to such time as the street surface is completely resurfaced with a structural overlay, where the owner has provided a pavement life performance warranty pursuant to Section 12.09.080, the owner shall, upon written notice from the Director, immediately inspect the depressed or broken area to ascertain the cause of the failure. The owner shall make repairs to the installation or backfill and have the pavement restored in the manner and within the time period specified by the Director. Additional inspection permit fees may be imposed as appropriate. A trench restoration fee shall not be charged for work performed under this Section. If the pavement is not restored as specified by the Director, unless delayed by conditions beyond the owner's control, the Director may cause the work to be done after giving the owner twenty-four (24) hours

final notice. The cost thereof, including any inspection costs and administrative overhead incurred by the City, shall be assessed against the owner. The owner shall remain responsible for any future repairs of that portion of pavement over the excavation that was repaired by the City for a period of two years, where the owner has paid a trench restoration fee pursuant to Section 12.09.030, or at any time prior to such time as the street surface is completely resurfaced with a structural overlay, where the owner has provided a pavement life performance warranty pursuant to Section 12.09.080.

12.09.100 Publicly Bid City Plans, Field Changes and Blanket Permits.

Publicly bid City plans, field changes that alter the square footage of the trench surface area and blanket permits issued by the Director to any owner to make excavations for utility service connections, for the location of trouble in utility conduits or pipes and for making repairs thereto, or for emergency purposes shall be subject to all fees and requirements of this Chapter. The owner shall report the amount of excavation to the permit counter and pay the required fees. Failure to report the excavation and pay the required fees shall be considered a permit violation pursuant to Section 12.09.060.

12.09.110 Coordination of Excavations.

Any owner installing facilities providing water, sewer, storm water drainage, gas, electric, communication, video or other utility services in City streets shall participate in the American Public Works Association ("APWA") Utility Committee and prepare a utility master plan, in a format specified by the APWA Utility Committee, that shows all of the owner's planned major utility work in City streets for the upcoming year. Prior to applying for an excavation permit, any owner planning to excavate in City streets shall coordinate, to the extent practicable, with other owners to minimize damage to, and avoid undue disruption and interference with, the public use of City streets.

12.09.120 Moratorium.

Excavation in newly renovated City streets is prohibited for five (5) years after filing of a notice of completion or acceptance of a new street or structural overlay of an entire street except as follows:

a. Emergency which endangers life or property.

b. Repair or modification to prevent interruption of essential utility service.

c. Relocation work that is mandated by City, County, State or Federal legislation.

d. Service for buildings where no other reasonable means of providing service exists, as determined by the Director.

e. In a City street that the City has scheduled for resurfacing either during the fiscal year

(July 1 – June 30) when the excavation permit is issued or during the immediately following fiscal year and the work takes place prior to the resurfacing.

f. For potholing to verify utility depth or location.

g. Trenchless excavations greater than three feet in depth of cover over the utility facility not requiring a significant surface incision greater than industry bore pit standards may be allowed at the discretion of the Director.

h. Other situations deemed by the Director to be in the best interest of the general public.

12.09.130 Excavation Within Moratorium Period.

Where a permit is issued to excavate during the five (5) year period after filing of a notice of completion or acceptance of a new street or structural overlay of an entire street, payment of the trench restoration fee described in Section 12.090.030 will be required regardless of whether the owner has executed a pavement life performance warranty.

12.09.140 Joint Excavation.

Whenever applicants propose major work in the same block, the Department shall condition permits for such work in a manner that maximizes coordination and minimizes the total period of construction. Such work may be conditioned to require the applicants to participate in a single excavation and pay their pro rata share of the work. Applicants may seek a waiver of the joint excavation requirements with respect to a particular excavation. Within thirty (30) calendar days of receipt of a written request for a waiver, the Director shall render a decision upon such a request, taking into account the impact of the proposed excavation on the neighborhood, the applicant's need to provide services to a property or area, facilitating the deployment of new technology as directed pursuant to official City policy, and the public health, safety, welfare, and convenience.

12.09.150 Non-Transferability of Pavement Life Warranty.

Pavement life warranty agreements are not transferable or assignable.

12.09.160 Appeal.

A person directly and adversely affected by a decision made by the Director pursuant to the provisions of this Chapter may appeal the Director's decision by filing a written notice of appeal with the City Manager no later than ten (10) working days after receiving notice of the Director's decision. The notice of appeal shall set forth the name, mailing address, and telephone number of the person appealing. The notice of appeal shall include or attach a statement describing the action being appealed, setting forth the grounds for the appeal, and describing the action requested of the City

Manager. The scope of the appeal shall be limited to the grounds specified in the notice of appeal. No later than thirty (30) days after the filing of a timely noticed of appeal, the City Manager shall render a decision on the appeal. The City Manager's decision may affirm, reverse or modify the decision appealed. A copy of the City Manager's decision shall be provided to the person appealing at the address shown on the notice of appeal. The City Manager's decision shall be final.

12.09.170 Severability.

Should any part of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in full force and effect."

Section 2: Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED this 15th day of May, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian Hare, City Clerk

MEMORANDUM

Date: April 17, 2006

To: Mayor and City Council

From: Paul Junker, Planning Director
Pam Johns, General Plan Project Manager

SUBJECT: UPDATE ON GENERAL PLAN REVIEW PROCESS

RECOMMENDATION

Approve the recommended process for preliminary Council review of the Draft General Plan.

BACKGROUND

On March 13, 2006, the City released its Draft General Plan and Draft Environmental Impact Report (EIR) for public and decision maker review. This document reflects the hard work this community has done over the last two years to ensure that we're creating the blueprint to build a great city. Hundreds of residents, employees, business owners, and other stakeholders have spent countless hours sharing ideas, expressing views, debating policies, and making hard decisions to ensure that this General Plan is right for Rancho Cordova.

At the March 28th City Council meeting, staff presented information regarding the extensive participation (40+ workshops and meetings) to develop the Draft General Plan. Staff also presented to the City Council options for review, consideration, and amendment of the Draft General Plan and EIR. City Council identified a preferred option in keeping with the existing project schedule to adopt the General Plan by June 30th of this year and directed staff to provide dates and details for Council consent.

This report outlines the Council preferred project review schedule with two daylong work sessions with Planning Commission and City council prior to May 15th.

ANALYSIS

At the Council's request, staff has identified dates to conduct focused review of the Draft General Plan prior to the formal Planning Commission and City Council adoption hearings. This review is proposed to occur during two full day working sessions that will be conducted in a workshop format. A discussion of project review meetings is provided below and shown in Attachment 1.

April 13th PC Hearing on Adequacy of GPEIR
The Planning Commission will hold a public hearing on the adequacy of the General Plan EIR during the public review and comment period.

AGENDA ITEM # 11

April 19th CC/PC Full Day Work Session on General Plan

The City Council will host the first full day work session with the Planning Commission on Wednesday, April 19th in the American River Room from noon until 6:00 P.M. to consider the General Plan Elements and Chapters listed below. Staff will prepare necessary amendments to the General Plan and responses to questions and comments as directed by City Council at the work session.

I. Introduction
II. Land Use Element
III. Urban Design Element
IV. Economic Development Element
V. Housing Element
VI. Circulation Element
XIII. Implementation Chapter for Respective Elements

April 20th GPAC Final Review and Input on General Plan

The GPAC will consider the revised Draft General Plan Elements and provide any final input at their last meeting on April 20th. Staff will also take the opportunity to thank the GPAC for their hard work and significant commitment to the development of the City's first General Plan.

April 23rd CC/PC Full Day Work Session on General Plan

The City Council will host the second full day work session with the Planning Commission on Sunday, April 23rd in the American River Room from 10:00 A.M. until 4:00 P.M. to consider the General Plan Elements and Chapters listed below. Staff will prepare necessary amendments to the General Plan and responses to questions and comments as directed by City Council at the work session.

VII. Open Space, Parks, and Trails Element
VIII. Infrastructure, Services, and Finance Element
IX. Natural Resources Element
X. Cultural and Historic Resources Element
XI. Safety Element
XII. Air Quality element
XIII. Noise Element
XIV. Implementation Chapter for Respective Elements

May 15th CC Hearing to Direct Final Changes to Draft General Plan

May 15th is the last day of the extended public review period on the General Plan Draft EIR. The City Council will hold a public hearing and provide final direction on changes to the Draft General Plan. Staff will then prepare amendments, ensure internal consistency, conduct legal review, and prepare response to comments in the form of a Final EIR.

June 6th PC Hearing to Recommend Adoption of General Plan

As required by law, the Planning Commission will hold at least one public hearing and make a formal recommendation to the City Council for action on the Draft General Plan and Final EIR.

June 19th CC Hearing to Adopt General Plan and Certify Final EIR (if needed)

As required by law, the City Council will hold at least one public hearing for adoption of the General Plan and certification of the Final EIR.

June 26th CC Hearing to Adopt General Plan and Certify Final EIR (if needed)
If needed, the City Council will conduct a second meeting for adoption of the General Plan and certification of the Final EIR.

Senior staff may continue to provide input to the General Plan Team for discussion at the work sessions and public hearings. However, the majority of senior staff have participated in the development of the Draft General Plan and their comments have been incorporated into the Draft General Plan goals, policies, and actions.

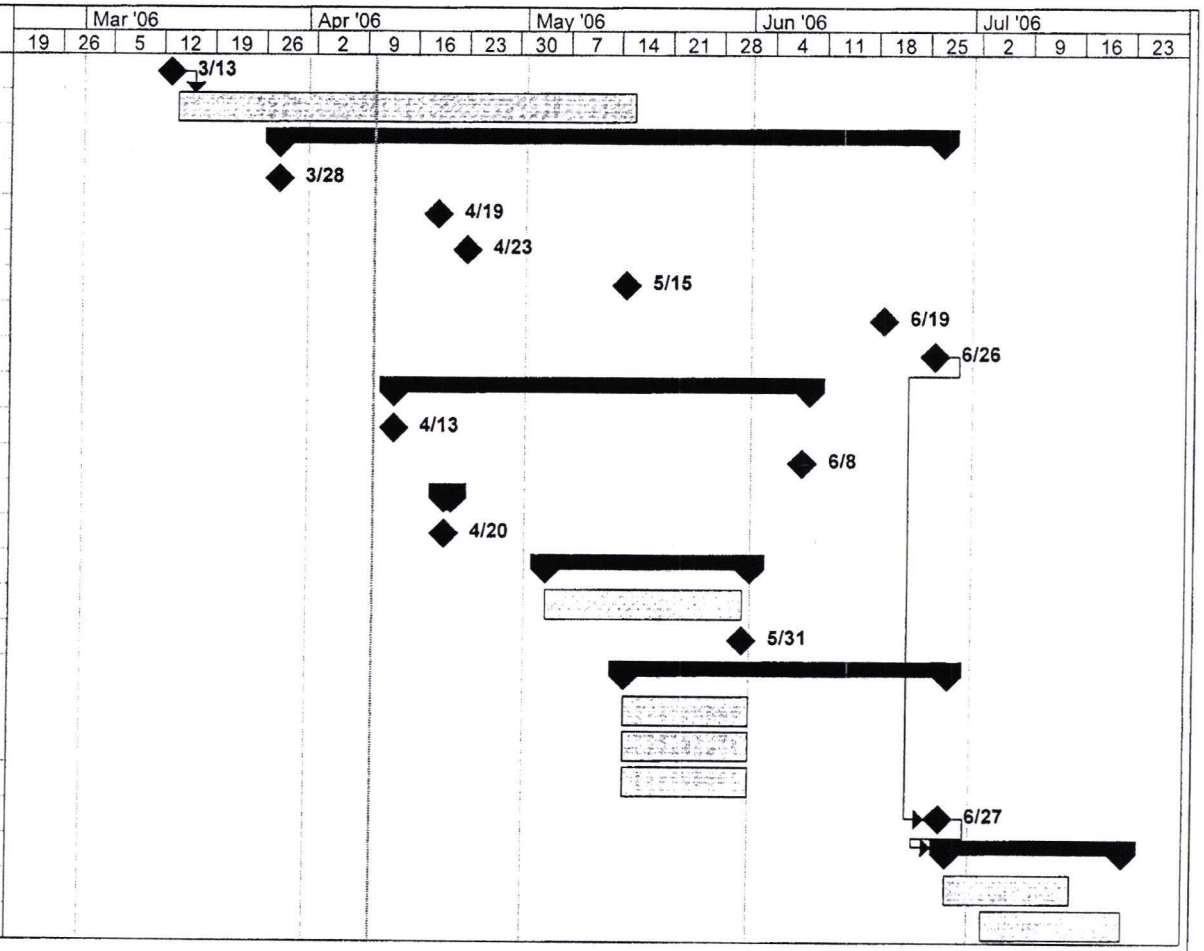
NEXT STEPS

Continue review and consideration of the Draft General Plan and EIR in accordance with this schedule and proceed with adoption of the City's first General Plan by June 30, 2006.

ATTACHMENTS

1. General Plan Project Schedule to Adoption

ID	Task Name
1	Publish draft GP and DEIR
2	45-day public comment period on GP and DEIR
3	**City Council Review**
4	General Plan Status Update Meeting
5	CC\PC Work Session #1
6	CC\PC Work Session #2
7	CC Meeting
8	CC Hearing on GP and FEIR #1
9	CC Hearing #2 and Adoption of GP and FEIR
10	**Planning Commission Review**
11	PC Hearing to Consider Adequacy of DEIR
12	PC Hearing and Recommendation to CC to Adopt
13	**GPAC Review**
14	Last GPAC Meeting
15	**Final EIR**
16	Response to Comments
17	Release Final EIR
18	**Final Changes to General Plan**
19	Text Edits to Document
20	Internal Consistency Check
21	Legal Review
22	Final Publication
23	**Implementation Setup**
24	Staff Training
25	Setup GP Tracking System



Attachment 1

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and City Council

FROM: Paul Junker, Planning Director
Pamela Speciale, Senior Planner

SUBJECT: **SACRAMENTO TRANSPORTATION AND AIR QUALITY COLLABORATIVE REPORT**

RECOMMENDATION

Staff recommends the City Council receive the Sacramento Transportation and Air Quality Collaborative's (Collaborative) Final Report, including the Agreements and Recommendations and other sections of the Final Report. Staff further recommends the Council direct staff to draw upon these planning documents when considering development projects and when amending City codes and regulations.

BACKGROUND

The City of Rancho Cordova began participating in the Collaborative in the year 2004. The original charge, as adopted by the 11 government agencies sponsoring the Collaborative, was to:

> "...develop a long range and comprehensive strategy for the Sacramento countywide area to improve transportation and air quality within a regional context, including relevant land use and economic vitality strategies."

The focus of the Collaborative evolved over time and participants worked diligently in recent months to produce Agreements and Recommendations that were brought forward to the Sacramento Transportation Authority (STA) Board on November 10, 2005.

The Final Report consists of four volumes. Volume 1, Agreements and Recommendations, is a concise presentation of the strategies identified by the Collaborative to enhance regional transportation and air quality (hard copy attached). Volumes II, III, and IV are supporting technical documents (contents described below) that can be found on the Collaborative website at: www.sactaqc.org/agreements.htm

Volume I: Agreements and Recommendations

Volume II: Transportation Best Practices

- Best Practices for Bicycle Master Planning and Design
- Best Practices for Pedestrian Master Planning and Design
- Best Practices for Universal Design
- Best Practices for Complete Streets

AGENDA ITEM # 12

- Best Practices for Public Transportation

Volume III: Supplemental Text for Agreements
- Urban Form
- Infill and Reurbanization
- Funding

Volume III: Supplemental Text for Agreements

Volume IV: Stakeholder Comments and Staff Summary of Unresolved Issues

In December 2005, staff had recommended the Council direct the City Manager to receive the Collaborative's final reports and direct staff to consider the provisions of those reports as reference materials. The Council delayed action on this recommendation until the Collaborative's report could be circulated and reviewed (this has now been accomplished). In essence, staff believes that the goals and intent of the Collaborative's Final Report are generally sound and consistent with the Council's vision for the City. However, staff does not recommend that the City Council formally adopt the Collaborative's findings, but instead direct staff to draw upon these valuable planning efforts when reviewing development projects and when amending City codes and regulations.

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **APPROVAL OF 2006/2007 MEASURE "A" TRANSPORTATION EXPENDITURE REQUEST**

RECOMMENDATION

1. Approve the attached FY 2006/2007 expenditure plan for Measure "A" funds requesting allocation of future revenues to City roadway projects, programs and maintenance, and direct Staff to submit the request to the Sacramento Transportation Authority (STA).

2. Approve the attached expenditure plan for FY 2005/2006 Supplemental Measure "A" Revenues, and direct Staff to submit the request to STA.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will allow the City to submit an allocation request and expenditure plan to the STA for $2,757,094 in Measure A funds for fiscal year 2006/2007 in addition to the $288,035 in Supplemental Revenues from fiscal year 2005/2006. These funds will be used for road maintenance and construction projects.

BACKGROUND

FY 2006/2007 Measure A Expenditure Request

On November 10, 2005, the STA Governing Board approved the Measure A Sales Tax revenue estimate for FY 2006/2007. The STA Administrative Code and the Measure A Transportation Expenditure Agreement require that Measure A entities submit expenditure requests that detail how the funds are to be allocated. The STA reviews request submittals for conformance with the Countywide Transportation Expenditure Plan (CTEP). Requests are presented to the STA Board for final approval in May 2006. Funding from the FY 2006/2007 allocation is available for expenditure beginning July 1, 2005.

The total Measure A revenue estimate for 2006/2007 is $111,500,000, which reflects a growth rate of seven percent compared to last year's revenue. Based on the voter-approved Measure A distribution formula, the City's total allocation is $2,757,094, including $1,531,719 for road construction projects and programs and an additional $1,225,375 for roadway maintenance. The following provides a summary of the recommended allocation of Measure "A" revenues to specific transportation projects and programs. The recommended allocations will be submitted to the STA for review and approval by the STA Governing Board.

AGENDA ITEM # 13

Local Roadway Construction Projects: The attached FY 2006/2007 expenditure request recommends Measure A allocations to specific roadway construction projects. A description of the specific projects included in the request is provided in **Attachment 2**. The recommended allocations for each project are based on cost estimates for FY 2006/2007 and future years.

Annual Transportation Programs: A description of the annual programs included in the attached request is provided in **Attachment 3**. These programs have been established to provide funding for projects in various locations throughout the City including bikeways, pedestrian improvements, elderly and disabled improvements, neighborhood traffic management programs, traffic signals, and safety improvements. All programs included in the request have received Measure "A" allocations regionally in previous years and are consistent with the CTEP.

Local Roadway Maintenance Program: The attached submittal includes $1,225,375 for roadway maintenance. A description of the maintenance activities funded by Measure A is provided in **Attachment 4**.

Supplemental FY 2004/2005 Measure A Expenditure Request

In June 2005, STA received the final fiscal year 2004-05 revenue from the State. The total Measure A revenue received in FY 2004-05 exceeded estimated revenue by 7.5%. Given the large excess amount of revenue received in FY 2004-05, the STA Board has authorized the amount be allocated to Measure A entities in the form of a supplemental allocation to the FY 2005-06 expenditure plans.

In addition, each entity with money on deposit with the STA in an agency account earns interest on those funds. The interest earnings for FY 2004-05 have been determined and will be included in this supplemental allocation. Additional funds from FY 2004-05 operations are also available for distribution. These funds represent administrative savings and non-budgeted revenues.

In addition, the STA Board has approved a partial distribution of $2.5 million in existing reserve funds. With the proposed allocation of reserves, the total of the excess Measure A revenue, additional funds, and interest earnings available for supplemental allocation is $12,770,084. The City of Rancho Cordova share for these supplemental funds is $169,820 for Construction and $118,215 in Maintenance. Each entity is required to submit an expenditure plan request for the amount of the supplemental allocation for approval by the STA Board.

The attached supplemental allocation request for Rancho Cordova recommends that the entire amount for Construction be allocated to contingencies and the amount for Maintenance be allocated to Road Rehabilitation projects.

ATTACHMENTS

1. Measure "A" Allocation Request
2. Annual Transportation Programs
3. Roadway maintenance Programs
4. Supplemental Allocation Request

Attachment 1

Measure "A" Allocation Request

City of Rancho Cordova

7-1-06 to 6-30-07

Dated 4-1-2006

Project	Duration	Total Cost	Measure A*	Dev. Fee	Gas Tax	State	Federal	Other
Streetscape Improvements - Various Locations	7/06-6/07		$350,000 $0	$0 $0	$0 $0	$0 $0	$0 $0	$0 $0
Folsom Boulevard - Phase I Rod Beaudry Dr. to Sunrise Blvd	7/06-6/07	$2,500,000	$0 $400,000	$0 $0	$0 $0	$0 $0	$2,500,000 $0	$0 $0
U.S. Highway 50 at Mather Field Road Interchange Landscaping	7/06-6/07	$1,600,000	$0 $150,000	$0 $0	$0 $0	$0 $0	$1,200,000 $0	$0 $0

SUBTOTAL ROADWAY CONSTRUCTION **$350,000**

* Top line indicates proposed allocation for FY 2006/2007. Bottom line indicates total allocations approved in prior years.

Attachment 1

City of Rancho Cordova

Measure "A" Allocation Request

7-1-06 to 6-30-07

Dated 4-1-2006

Project	Duration	Total Cost	Measure A*	Dev. Fee	Gas Tax	State	Federal	Other
Bikeway Improvements - Various Locations			$100,000	$0	$0	$0	$0	$0
Elderly and Disabled Access Improvements - Various Locations			$100,000	$0	$0	$0	$0	$0
Pedestrian Safety Improvements - Various Locations			$100,000	$0	$0	$0	$0	$0
Street Safety Improvements - Various Locations			$200,000	$0	$0	$0	$0	$0
Neighborhood Traffic management Program			$100,000	$0	$0	$0	$0	$0
Traffic Signals - Various Locations			$350,000	$0	$0	$0	$0	$0
Transportation Master Plan			$50,000	$0	$0	$0	$0	$0
Advanced ROW & Contingencies			$181,719	$0	$0	$0	$0	$0
SUBTOTAL ANNUAL PROGRAMS			**$1,181,719**					

FY 2006/2007 Summary of Requested Allocations

Roadway Construction	$350,000
Annual Programs	$1,181,719
CONSTRUCTION SUBTOTAL	**$1,531,719**
MAINTENANCE ALLOCATION	**$1,225,375**
TOTAL	**$2,757,094**

Attachment 2

2006-2007 MEASURE A EXPENDITURE REQUEST

Annual Transportation Programs

Program Name	Description
Bikeway Improvements Various Locations	This program implements bikeways at locations specified in the Bikeway Master Plan and the County project priority list for pedestrian walkways and bikeways. Projects consist primarily of sliver widening, overlays, signage and striping required to provide bikeways. Projects funded by Measure A in 2005-2006 include the following: • Bikeway Master Plan Implementation (ongoing annual signing/striping program)
Elderly & Disabled Program Various Locations	This program provides for the construction of handicapped-accessible ramps, the installation of audible pedestrian devices, and other amenities at various locations, to provide safe access for the elderly and disabled. Project selection and prioritization is determined in cooperation with the Advisory Committee for Persons with Disabilities. Projects funded by Measure A in 2005-2006 include the following: • Disabled Access Improvements – Various Locations (ongoing annual program in consultation with Physical Access Subcommittee) • Disabled Access to Transit • Pedestrian Guide Strips Project
Pedestrian Safety Improvements Various Locations	This program provides for the construction of new sidewalks, curbs, and gutters at various sites; construct asphalt walkways; install pedestrian signals, safety lighting facilities, warning signage, and pedestrian push buttons. Projects funded by Measure A in 2005-2006 include the following: • Pedestrian Master Plan/ADA Transition Plan Development • Pedestrian Master Plan Implementation
Safety Improvements Various Locations	This program provides for the installation of miscellaneous safety improvements in various locations, including flashing beacons, guardrails, median channelization, and various signing and striping based on traffic engineering warrants.

Attachment 2

Program Name	Description
Neighborhood Traffic Management Program Various Locations	This program provides for development and implementation of the City's Neighborhood Traffic Management Program. Implementation of this program will include installation of various traffic calming measures to reduce speeds at various locations throughout the City. The candidate sites will be identified using the criteria that will be developed and established as part of the Neighborhood Traffic Management Program.
Traffic Signals Various Locations	This program provides for the design and construction of new traffic signals at locations identified on the City project priority list for traffic signals. This program will also include upgrades and modifications to existing traffic signals. Projects funded by Measure A in 2005-2006 include the following: • Coloma Road @ Cordova Lane • Kilgore Road @ Trade Center Drive

Attachment 3

2006-2007 MEASURE A EXPENDITURE REQUEST

Roadway Maintenance Programs

The Measure A Transportation Expenditure Agreement requires that 28 percent of the annual sales tax revenue distributions for public transit and public roadways be allocated for maintenance of existing local streets, roads and highways. Measure A funded maintenance programs established by the Board of Supervisors include the following activities:

- AC Overlays
- Chip Seal
- Crack Sealing
- Curb and Gutter Repair/Replacement
- Fence Repair
- Fixed Bridge Maintenance
- Graffiti Removal
- Guardrail Repair
- Landscape Maintenance
- Leaf Pickup
- Mechanical Ditch Cleaning
- Miscellaneous Maintenance Activities
- Pavement Survey
- Paving
- Roadside Mowing
- Roadside Shoulder Grading
- Roadside Spraying
- Sidewalk Repair/Replacement
- Slurry Seal Program
- Street Sign Program
- Sweeping
- Trash Cleanup
- Tree Trimming

Attachment 4

City of Rancho Cordova

Measure "A" Supplemental Allocation Request

7-1-05 to 6-30-06

Dated 4-1-2006

FY 2005/2006 Summary of Requested Allocations

Roadway Construction

Contingencies	$169,820
CONSTRUCTION SUBTOTAL	**$169,820**
MAINTENANCE ALLOCATION	**$118,215**
TOTAL	**$288,035**

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: **SUNRIDGE SPECIFIC PLAN TRAFFIC THRESHOLD AMENDMENTS**

RECOMMENDATION

Adopt Ordinances 13-2006, 14-2006, and 15.2006; and adopt Resolutions 31-2006 and 32-2006.

BACKGROUND

On April 3, the City Council held a public hearing on the amendment of traffic threshold phasing requirements applicable to the SunRidge Specific Plan Area. The Council introduced ordinances related to that action. Staff now recommends that the City Council adopt those ordinances and approve related resolutions described in detail below and in the April 3rd Staff Report.

As was previously discussed, the County of Sacramento adopted the SunRidge Specific Plan (SRSP) in July of 2002. In addition to the adoption of the Specific Plan, the County also adopted Zoning Conditions, a Final EIR and a Master Mitigation Monitoring Reporting Program (MMRP). All of these documents incorporated a set of road improvements geared to the phasing of future projects. These road threshold improvements were metered to the recordation of lots at the final map recordation stage, in effect tying the amount of development to the construction or completion of the specific road improvements. The thresholds were enumerated in the Zoning Code provisions governing the SRSP, conditions of approval to an ordinance adopting the Zoning Map for the SRSP, and in the Master MMRP. All the projects within the SRSP are subject to these conditions, and projects that have been approved by either the County or the City have referenced those limits in the projects' Conditions of Approval.

Approximately a year ago, the City commissioned the preparation of the "Rancho Cordova Transportation Infrastructure Phasing Study" (see Attachment 6) to test the assumptions and validity of the traffic thresholds. The City commissioned this study in part due to the development community reaching the early threshold limits of 2,000 units and not being able to build beyond 3,025 units due to delays in obtaining federal permits. Because of the delays to the construction of the listed streets, maintaining the current thresholds will significantly impact the course of development. The phasing study concluded the 2,000 unit threshold can be increased to 2,500 units, and the 3,025 unit threshold can be adjusted to 5,225 units, with some

variation to the timing of construction of certain roads improvements and identifying other road improvements that will increase the efficiency of the overall system.

In response to this new information, the City and the developers began a series of discussions to prioritize the needed road improvements and establish a list of those projects that would benefit from the adjusted thresholds. As a result of these discussions, an agreement between the developers and the City has been negotiated that will allow the development community to proceed with the construction of homes to the new threshold. In return, the development community has agreed to pay additional development fees to be collected by the City to fund the needed road improvements to carry the future traffic loads by the new developments. The agreement between the City and the participating developers will be reflected in amendments to existing development agreements the City has with the participating developers.

Necessary Actions

As was discussed at the April 3, 2006, City Council meeting, the following approvals are necessary in order to effectuate the needed threshold changes and to execute the development amendment agreements with the development community:

1. **Adoption of Ordinance 13-2006: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE VI, CHAPTER 7, ARTICLE 1, SECTION 607-15 OF THE RANCHO CORDOVA ZONING CODE RELATING TO TRAFFIC PHASING REQUIREMENTS FOR THE SUNRIDGE SPECIFIC PLAN.** This ordinance will establish new traffic thresholds for the listed projects. See Attachment 1.

2. **Adoption of Ordinance 14-2006: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING CONDITIONS OF APPROVAL RELATING TO TRAFFIC PHASING REQUIREMENTS THAT WERE ATTACHED TO A LAND USE REZONING ORDINANCE FOR THE SUNRIDGE SPECIFIC PLAN AREA.** This ordinance will establish new traffic thresholds for the listed projects, See Attachment 2.

3. **Adoption of Ordinance 15-2006: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE I, CHAPTER 1, ARTICLE 4, SECTIONS 101-801, 101-103, 101-804, 101-805, 101-806, 101-810 AND 801-1-812, REGARDING DEVELOPMENT AGREEMENTS FOR THE ANATOLIA III; SUNRIDGE PARK I AND II; AND NORTH DOUGLAS DEVELOPMENT PROJECTS.** This ordinance approves development agreement amendments with a number of participating developers. The City of Rancho Cordova will be receiving new development fees from the developers benefiting from the amended traffic thresholds and the payment of said funds are structured into the Development Agreement Amendments that will assist in the construction of major road improvements to serve the SRSP area. See Attachment 3.

4. **Adoption of Resolution 31-2006: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING MITIGATION MEASURES RELATING TO TRAFFIC PHASING REQUIREMENTS SET FORTH IN THE MASTER MITIGATION MONITORING REPORTING PROGRAM FOR THE SUNRIDGE SPECIFIC PLAN AREA.** This resolution will amend the mitigation measures set forth in the Master MMRP, which address the prior traffic thresholds. See Attachment 4.

5. **Adoption of Resolution 32-2006: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING CONDITIONS OF APPROVAL AND MITIGATION**

MONITORING REPORTING REQUIREMENTS RELATING TO TRAFFIC PHASING REQUIREMENTS FOR CERTAIN DEVELOPMENTS WITHIN THE SUNRIDGE SPECIFIC PLAN AREA. This resolution will amend tentative map conditions of approvals/MMRP requirements that were previously placed upon the Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Sunridge Park I & II; Sundance; and North Douglas development projects, and which made reference to the prior traffic threshold conditions. See Attachment 5.

Ordinances 13-2006, 14-2006 and 15-2006, were introduced at the April 3, 2006 meeting.

REQUESTED MOTION

"I move that the City Council adopt Ordinances 13-2006, 14-2006, 15-2006, and Resolutions 31-2006 and 32-2006, all relating to the amendment of traffic threshold phasing requirements applicable within the SunRidge Specific Plan Area."

ATTACHMENTS

1. Ordinance 13-2006, with exhibits.
2. Ordinance 14-2006, with exhibits.
3. Ordinance 15-2006, with exhibits.
4. Resolution 31-2006, with exhibits.
5. Resolution 32-2006
6. Rancho Cordova Transportation Infrastructure Phasing Study

CITY OF RANCHO CORDOVA

ORDINANCE NO. 13-2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING TITLE VI, CHAPTER 7, ARTICLE 1, SECTION 607-15 OF THE RANCHO CORDOVA ZONING CODE RELATING TO TRAFFIC PHASING REQUIREMENTS FOR THE SUNRIDGE SPECIFIC PLAN

RECITALS

WHEREAS, on July 17, 2002, the County of Sacramento ("County") adopted Resolution No. 2002-0901, establishing the SunRidge Specific Plan ("SRSP"); and

WHEREAS, on July 17, 2002, the County of Sacramento ("County") adopted Ordinance No. SZC 2002-0015, establishing the SunRidge Specific Plan ("SRSP") as part of the County Zoning Code; and

WHEREAS, the provisions of the SRSP were added to the Sacramento County Zoning Code as Title VI, Chapter 7, Article 1, Sections 617-10 through 617-17.6; and

WHEREAS, pursuant to Subsections 617-15(A)(45)-(49) of the SRSP, the County established certain zoning conditions relating to transportation improvement phasing, which are applicable to all properties within the SRSP Area; and

WHEREAS, in order to ensure that the pace of residential development within the SRSP Area does not outpace the construction of transportation infrastructure, leading to undue traffic congestion, the zoning conditions relating to transportation improvement phasing establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation projects within the SRSP Area (the "Thresholds"); and

WHEREAS, the zoning conditions relating to transportation improvement phasing establish Thresholds set at 2,000 units, 3,025 units and 6,500 units; and

WHEREAS, on July 1, 2003, the City of Rancho Cordova ("City") incorporated; and

WHEREAS, the SunRidge Specific Plan Area is located entirely within the incorporated boundaries of the City; and

WHEREAS, pursuant to Resolution 06-2003, the City adopted and approved the continuation of the SunRidge Specific Plan for the maximum period of time authorized by Government Code Section 65360, which relates to the establishment of a General Plan by a newly incorporated city; and

WHEREAS, pursuant to Ordinance No. 21-2003, the City adopted by reference the Sacramento County Zoning Code, including those provisions relating to the SRSP; and

WHEREAS, since the City's incorporation, development of the SRSP Area has proceeded and final maps for over 2,000 units within the SRSP Area have been approved; and

WHEREAS, since the City's incorporation, construction of various transportation improvements related to the Thresholds have commenced; and

WHEREAS, an analysis of the traffic phasing requirements for the SRSP titled, "Rancho Cordova Transportation Infrastructure Phasing Study" and dated March 23, 2006, (the "Traffic Study") has been prepared for the City by transportation consulting company Fehr & Peers (the "Consultant") and reviewed by traffic engineers in the City Public Works Department; and

WHEREAS, the Traffic Study recommends some reorganization of the transportation projects within the SRSP that are the basis for the Thresholds; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 2,000 units under the SRSP can be raised to 2,500 units, without causing any undue traffic congestion; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 3,025 units under the SRSP can be raised to 5,225 units, without causing any unacceptable traffic congestion or safety problems; and

WHEREAS, the Traffic Study concludes that the traffic thresholds set at 2,500 and 5,225 units can be tied to the issuance of building permits rather than the recordation of final maps; and

WHEREAS, on the basis of these conclusions, certain development projects located within the SRSP Area have requested an amendment of the Threshold conditions as applied; and

WHEREAS, these development projects are more commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II, North Douglas, Sundance (Mather East); and Lot J (the "Development Projects"); and

WHEREAS, the Development Projects have not yet received final maps; and

WHEREAS, the Development Projects, combined with existing projects in the SRSP Area, which have already received final maps, represent 5,223 total residential units; and

WHEREAS, this total number of residential units is within the total number of units the Traffic Study has concluded can be recorded in final maps without causing undue traffic congestion within the SRSP Area; and

WHEREAS, the City Council has determined that although the Development Projects are at various stages of the City's planning development process, the Development Projects have all received approval or recommendations of approval for development agreements and/or tentative maps from either the City or the County, prior to the City's incorporation; and

WHEREAS, the City has prepared an Addendum to the Environmental Impact Report (EIR) prepared by the County for the SDCP/SRSP. The Addendum concludes that neither the revisions to the phasing of the roadway improvements described herein, nor changes in traffic conditions in the vicinity of the Development Projects, will create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR.

WHEREAS, on the basis of Traffic Study and the Addendum to the EIR, the City concludes that an increase in the Thresholds as applied to the Development Projects is consistent with the City's interim General Plan and will be consistent with the future adopted General Plan, and concludes that there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan; and

WHEREAS, in return for amending the SRSP and the Thresholds as applied, the Development Projects have agreed to pay certain fees to be used by the City for transportation projects and park development.

NOW THEREFORE, the City Council of the City of Rancho Cordova does ordain as follows:

SECTION 1. Findings and Evidence.

A. Finding: The proposal will not have a significant adverse impact on the environment and an Addendum to the EIR for the Sunrise-Douglas Community Plan (SDCP) SunRidge Specific Plan (SRSP) has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: On the basis of the Addendum to the EIR for the SDCP/SRSP and the whole record, there is no substantial evidence that the proposal would have a significant adverse impact on the environment. The revisions to the phasing of the roadway improvements described herein will not create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR. Further, there have not been any changes in the traffic conditions in the vicinity of the Development Projects since the EIR was certified by the County in 2002 that have created a

new significant environmental impact or substantially increased the severity of a significant impact not identified in the SDCP/SRSP EIR. Finally, there are no mitigation measures or alternatives previously found not to be feasible in the SDCP/SRSP EIR, or considerably different from those analyzed in the previous SDCP/SRSP EIR, that have now been found to be, in fact, feasible or found to substantially reduce one or more significant effects of the SDCP/SRSP.

B. Finding: The proposal will be consistent with the future adopted General Plan; further, there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan. The proposal will implement and be consistent with goals and policies of the interim General Plan documents that have been adopted by the City Council.

Evidence: The request revises the phasing of roadway improvements in the Zoning Conditions on certain parcels in the SunRidge Specific Plan. Property owners will be required to install needed roadway improvements as described in the Rancho Cordova Transportation Infrastructure Phasing Study prepared by Fehr & Peers (March 23, 2006). This Study found that the revised phasing of roadway improvements implements the intent of the prior Zoning Ordinance, and is consistent with the Roadway System Map in the Circulation Plan, adopted as the City's Interim General Plan (Circulation Element) on May 16, 2005.

SECTION 2. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 45 is hereby amended to read as follows:

"45.

a. No more than a cumulative total of 2,000 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the eight roadway and one pedestrian/bicycle improvement projects included as Phase 1 bond eligible circulation improvement projects in Figure 17 of the Sunridge Public Facilities Financing Plan ("nine priority projects"), except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Transportation if it determines that all nine priority projects are expected to be completed prior to traffic generated by said 2,000 residential building lots and that development of more than 2,000 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. For purposes of these conditions 45, 46, 47 and 48, the term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

b. Notwithstanding Subsection (a), with respect to the Anthology at Anatolia and Sundance development projects in the SunRidge Specific Plan Area, which are more specifically identified in Ordinance 13-2006, final maps may be recorded for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1) and (9), below, and no more than 50% of the building permits for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement project (4), below. The issuance of building permits for the Anthology at Anatolia and Sundance portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (2), (3), (5), (6), (7) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

c. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9, 11, and 23, which are more specifically identified in Ordinance 13-2006, final maps may be

recorded for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement project (8), below. The issuance of building permits for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement project (2), (3), (6), and (7), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

d. Notwithstanding Subsection (a), with respect to the Anatolia IV development project in the SunRidge Specific Plan Area, which is more specifically identified in Ordinance 13-2006, final maps may be recorded for the Anatolia IV portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required

to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anatolia IV portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5), (6) and (9), below, and no more than 50% of the building permits for the Anatolia IV portion of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement projects (2) and (7), below. The issuance of building permits for the Anatolia IV portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

e. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Sunridge Park I & II; and North Douglas; which are more specifically identified in Ordinance 13-2006, final maps may be recorded for the Sunridge Park I & II, and North Douglas portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Sunridge Park I & II and

North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for the Sunridge Park I & II, and North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (3), and (7) below. The issuance of building permits for the Sunridge Park I & II, and North Douglas portions of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (6) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

f. Notwithstanding Subsection (a), with respect to the Lot J development project in the SunRidge Specific Plan Area, which is more specifically identified in Ordinance 13-2006, final maps may be recorded for the Lot J portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the

building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (6) and (7), below. The issuance of building permits for the Lot J portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle. "

SECTION 3. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 46 is hereby amended to read as follows:

"46.

a. No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to commencement of construction of the twenty-four roadway and one pedestrian/bicycle improvement projects included for Sunridge funding as Phase 1 circulation improvement projects in Figure A-2 of the Sunridge Public Facilities Financing Plan, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it

determines that all twenty-four roadway projects and one pedestrian/bicycle project are expected to be completed prior to the traffic generated by said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. In the event that the three intersection improvements (Sunrise Blvd./SR-16, Sunrise Blvd./Grantline Rd., and Grantline Rd./SR-16) indicated in Figure A-2 as 100% financed by other sources require supplementary funding, the SunRidge Specific Plan will advance such funding to assure timely construction prior to recording more than 3,025 building lots and will be eligible for reimbursement from the other funding sources if and when available.

b. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I and II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 13-2006, no more than a cumulative total of 5,225 building permits for residential dwelling units within the SunRidge Specific Plan shall be issued prior to the commencement of construction of the fifteen roadway improvement projects (1)-(15) listed below, except that the Chief Building Official may issue additional building permits for subdivisions within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Public Works if he/she determines that all fifteen projects are expected to be completed prior to traffic generated by said 5,225 units and that development of more than 5,225 units will not result in safety problems. Circumstances could change wherein the City could find that any or all of the fifteen roadway improvement projects listed below are unnecessary, undesirable, or infeasible, in which case the Director of Public Works may adjust the list as recommended by a report prepared or approved by the Department of Public Works. Any traffic studies required by the City in support of such determination shall be paid for by the property owner.

1. Construct Zinfandel Drive as a four-lane road from International Drive to Douglas Road, and install a signal at the Douglas Road intersection.
2. Widen Douglas Road to four lanes from Zinfandel Drive-Eagles Nest Road to Sunrise Blvd.
3. Install a traffic signal and make improvements to the intersection of Zinfandel Drive and International Drive.
4. Construct Chrysanthy Boulevard as a four lane road from Sunrise Boulevard to Rancho Cordova Parkway.
5. Install a traffic signal at the intersection of Chrysanthy Boulevard and Rancho Cordova Parkway.
6. Widen Sunrise Blvd to four lanes from Chrysanthy Boulevard to Kiefer Boulevard.
7. Widen Sunrise Boulevard to four lanes from Kiefer Boulevard to SR 16.
8. Install a traffic signal and make improvements at the intersection of Sunrise Boulevard and SR 16.

9. Widen Douglas Road to four lanes from Americanos Boulevard to Grant Line Road.
10. Realign Grant Line Road/White Rock Road from Douglas Road to Prairie City Road, widen shoulders and add turn pockets.
11. Install a traffic signal at the intersection of Grant Line Road and White Rock Road
12. Install a traffic signal and make improvements to the intersection of Grant Line Road and SR 16.
13. Widen SR-16 to four lanes from Sunrise Road to Grant Line Road.
14. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Kiefer Boulevard.
15. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Grant Line Road.

c. This Condition 46 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9 and 11; which are more specifically identified in Ordinance 13-2006."

SECTION 4. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 47 is hereby amended to read as follows:

"47.

a. No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the Zinfandel Drive extension from International Drive to Douglas Road with a minimum of two continuous traffic lanes on both the Mather and Villages of Zinfandel properties, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines that the Zinfandel Drive extension is expected to be completed prior to traffic generated by said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

b. This Condition 47 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 13-2006."

SECTION 5. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 48 is hereby amended to read as follows:

"48.

a. No more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following circulation improvements in addition to the Phase 1 projects listed in Figure A-2 of the SunRidge Public Facilities Financing Plan:

   a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
   b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
   c. Four traffic lanes on Douglas Road from the Folsom South Canal bridge to Grantline Road.
   d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
   e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
   f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
   g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

   An exception to the above-stated requirement is that the City Council may approve final map subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines the projects described as 48(a) through 48(g) above are expected to be completed prior to traffic generated by said 6,500 residential building lots and that development of more than 6,500 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

b. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 13-2006, no more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following roadway improvement projects:

   a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative

thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).

b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
c. Traffic signals at SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.
d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

c. This Condition 48 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9 and 11; which are more specifically identified in Ordinance 13-2006."

SECTION 6. Rancho Cordova Zoning Code Title VI, Chapter 7, Article 1, Section 607-15, subsection 49 is hereby amended to read as follows:

49.

a. In order to promote the orderly development of the major roadway circulation system in the SunRidge Specific Plan and to minimize traffic and safety problems resulting from discontinuous improvements on arterial and thoroughfare streets serving the traffic from individual development projects, all final maps and associated improvement plans for SRSP subdivision will be reviewed to determine the adequacy of the Sunridge circulation system improvements currently in place. The County's Transportation Planning and Land Development/Site Improvement Review Sections will determine if additional roadway improvements within the SRSP are required beyond those proposed with final maps/improvement plans. In such determinations, the developer will be required to augment the construction of roadway improvements located on or adjacent to his/her property with other roadway improvements located within SRSP. The matrix of SRSP Onsite Roadway Improvement Phasing Requirements indicated in Table 1 and keyed to the Sunridge Financing Plan's Roadway CIP is advisory with regard to the particular roadway improvements and traffic criteria to be considered for the development of parcels within each SRSP ownership group as identified in the SRSP Land Use Allocation Table.

b. Condition 49, as set forth in Subsection (a), shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 13-2006. However, development applicants for the Anatolia IV;

Sunridge Park I & II; North Douglas; Lot J; and Sundance development projects shall:

i. Prior to recordation of a final map, pay a fee of $865 per residential dwelling unit; and
ii. Prior to issuance of building permits, pay a fee of $4,195 per residential dwelling unit.

These fees shall be in addition to any other fees the development applicant is subject to or has otherwise agreed to pay."

SECTION 7. For purposes of identification in this Ordinance 13-2006, the development projects commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance are more specifically identified as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION 8. Effective Date and Publication.

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

Property Descriptions for:

- Anthology at Anatolia
- Anatolia III, Villages 9, 11, and 23
- Anatolia IV
- Sunridge Park I & II
- North Douglas
- Lot J
- Sundance

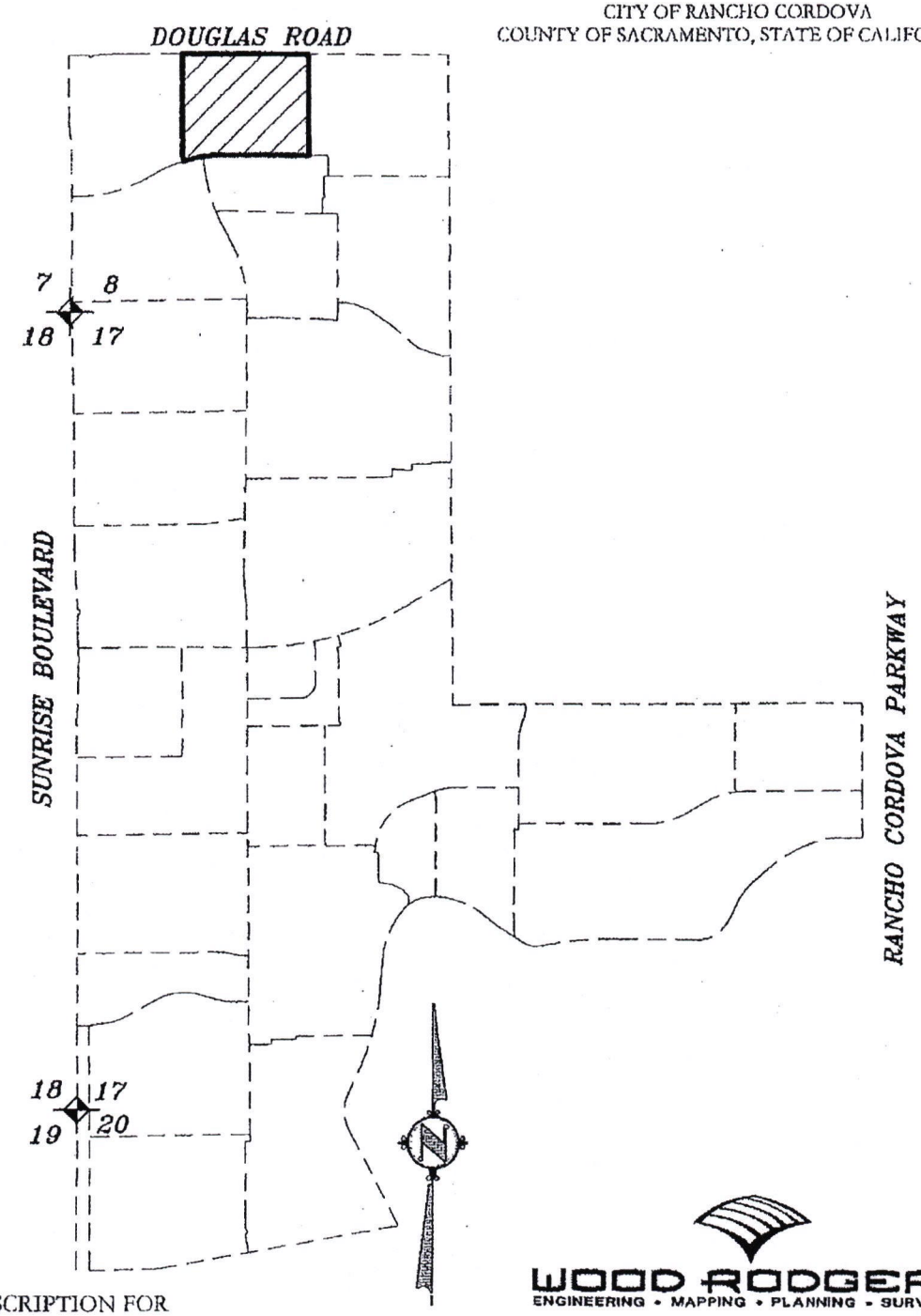
Exhibit A - Anthology at Anatolia

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANTHOLOGY AT ANATOLIA
ALL OF LOT 2 OF 316 B.M. 8
SEC. 8, T. 8 N. R. 7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=1000'

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

TENTATIVE SUBDIVISION MAP

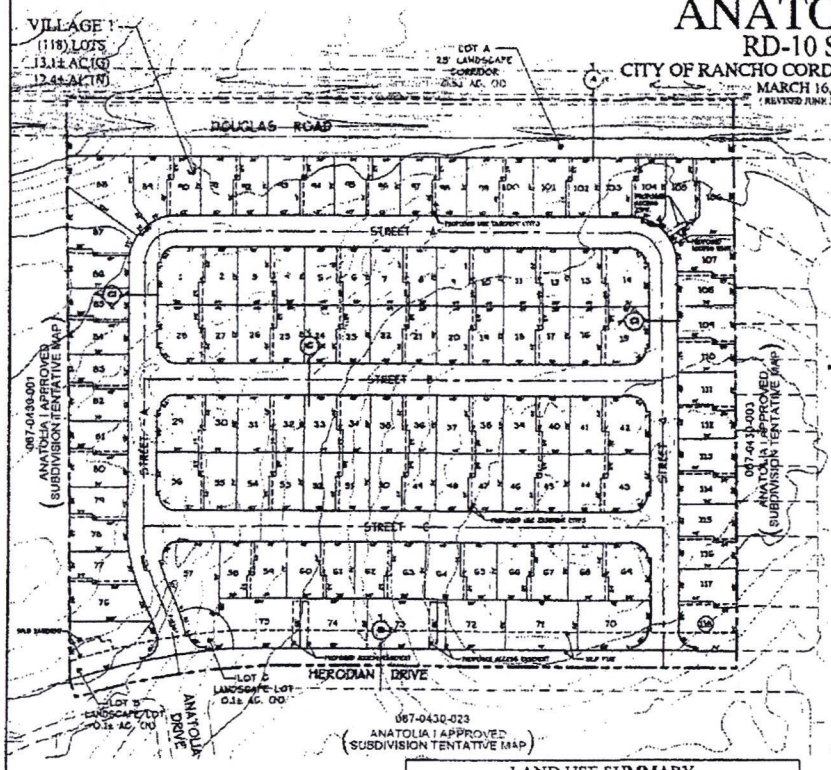
ANATOLIA I

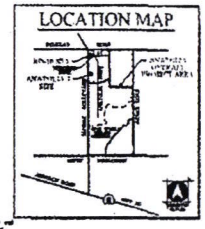
RD-10 SITE

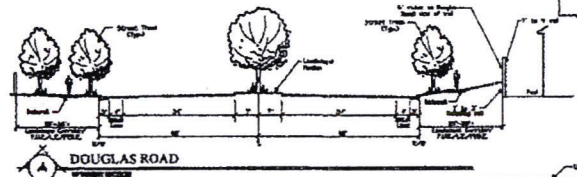
CITY OF RANCHO CORDOVA, CALIFORNIA

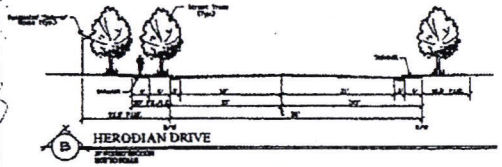
MARCH 16, 2005

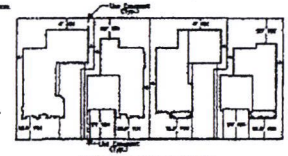
(REVISED JUNE 24, 2005)

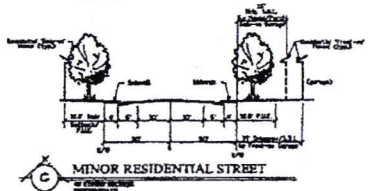


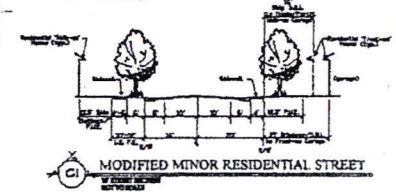










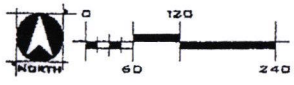


LAND USE SUMMARY

LOT NO./ VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (G)	ACRES (G)	UNITS
VILLAGE 1	LDR/RD-10/RD-10	S-F RESIDENTIAL (SMALLER LOTS)	12.6	12.1	118
SUBTOTAL			12.6	12.1	118
LOTS A-C	LDR/RD-10/RD-10	LANDSCAPE LOTS	0.7	-	0
DOUGLAS ROAD	-	MAJOR ROAD	1.0	1.0	0
SUBTOTAL			1.7	1.0	0
TOTAL			14.3	14.3 ACRES GROSS	118

* LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGES OF ABOVE PARCELS.
DENSITIES ACREAGES INCLUDE ALL STREETS AND LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE PUBLIC RESIDENTIAL STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 12.5' PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHTS OF WAY EXCEPT AS APPROVED BY THE CITY ENGINEER.



PROJECT NOTES

OWNER
LEA DEVELOPMENT CO., LLC.
11100 COLLEGE TOWN DR., STE. 2101
SACRAMENTO, CA 95826
CONTACT: ELIAS TANASIOPOULOS-KOUKOULAKIS
PHONE: (530) 320-0100

CIVIL ENGINEER/SURVEYOR
CALWEST HOMES
1331 TERRACE ROAD, SUITE 100
SACRAMENTO, CA. 95691
CONTACT: MITCH YOUNG
PHONE: (916) 638-0414

ELECTRICAL ENGINEER
MACO-SCHNEIDER INC.
1329 "I" STREET, SUITE 100-A
SACRAMENTO, CA. 95814
CONTACT: SEAN SCHNEIDER-MACKAY
PHONE: (916) 441-7100

LANDSCAPE PLANS ADDRESS
(SEE ABOVE)

AREA
14.3± ACRES

NUMBER OF LOTS/DWELLS
118 SINGLE FAMILY LOTS
3 LANDSCAPE LOTS

EXISTING & PROPOSED ZONING
RD-10

PUBLIC AGENCIES & PROJECT PROVIDERS

IMPROVEMENTS:	COUNTY OF SACRAMENTO
WATER:	CITY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT 1
DRAINAGE:	COUNTY OF SACRAMENTO
ELECTRICITY:	SMUD
GAS:	PACIFIC GAS + ELECTRIC
TELEPHONE:	SBC
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION + PARK DISTRICT

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

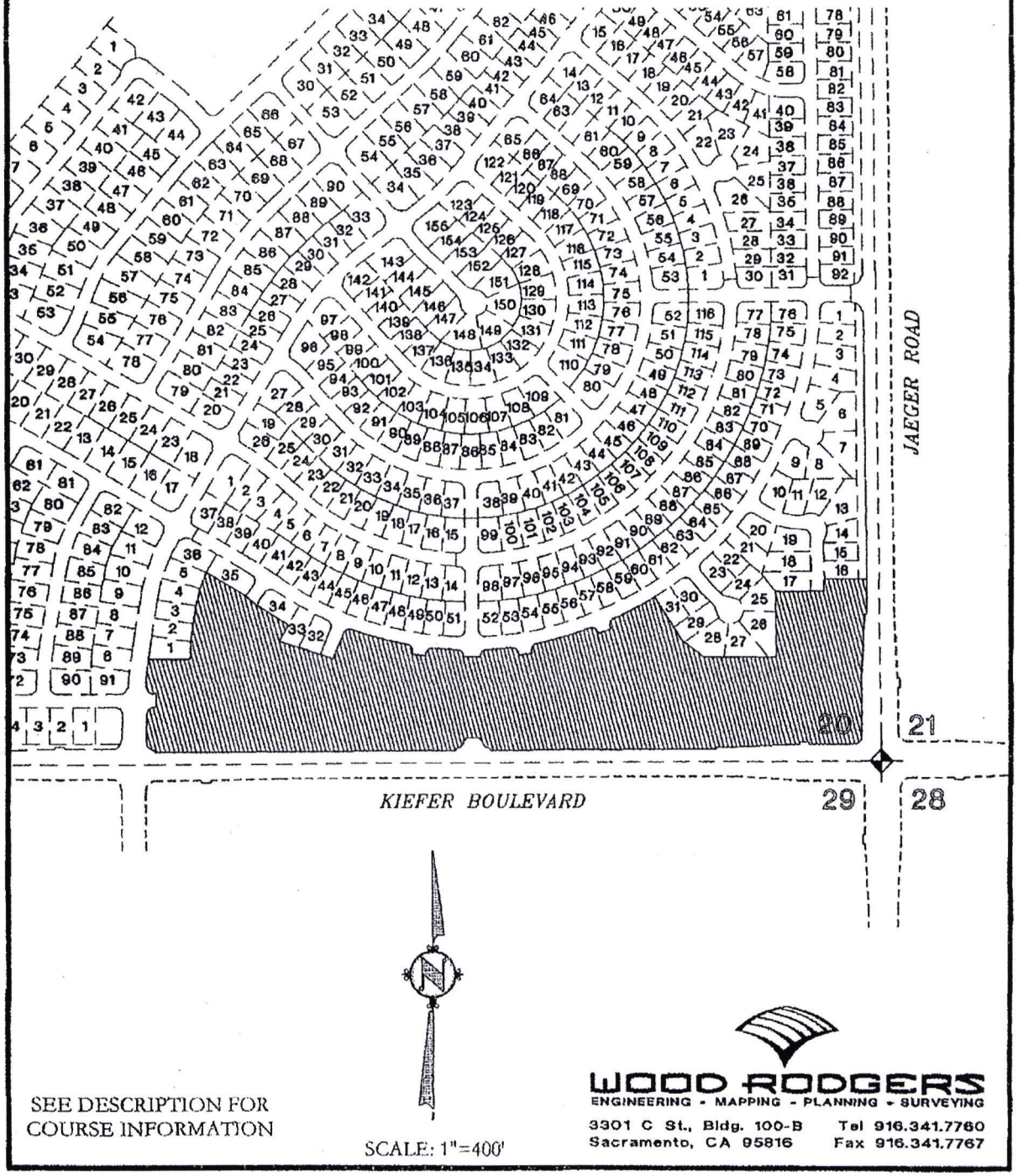
Exhibit A – Anatolia III, Villages 9, 11 and 23

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III
TENTATIVE MAP VILLAGES 9 AND 11
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

ANATOLIA III

(A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA)
CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 30, 2001

EXHIBIT "D"

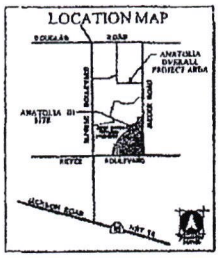


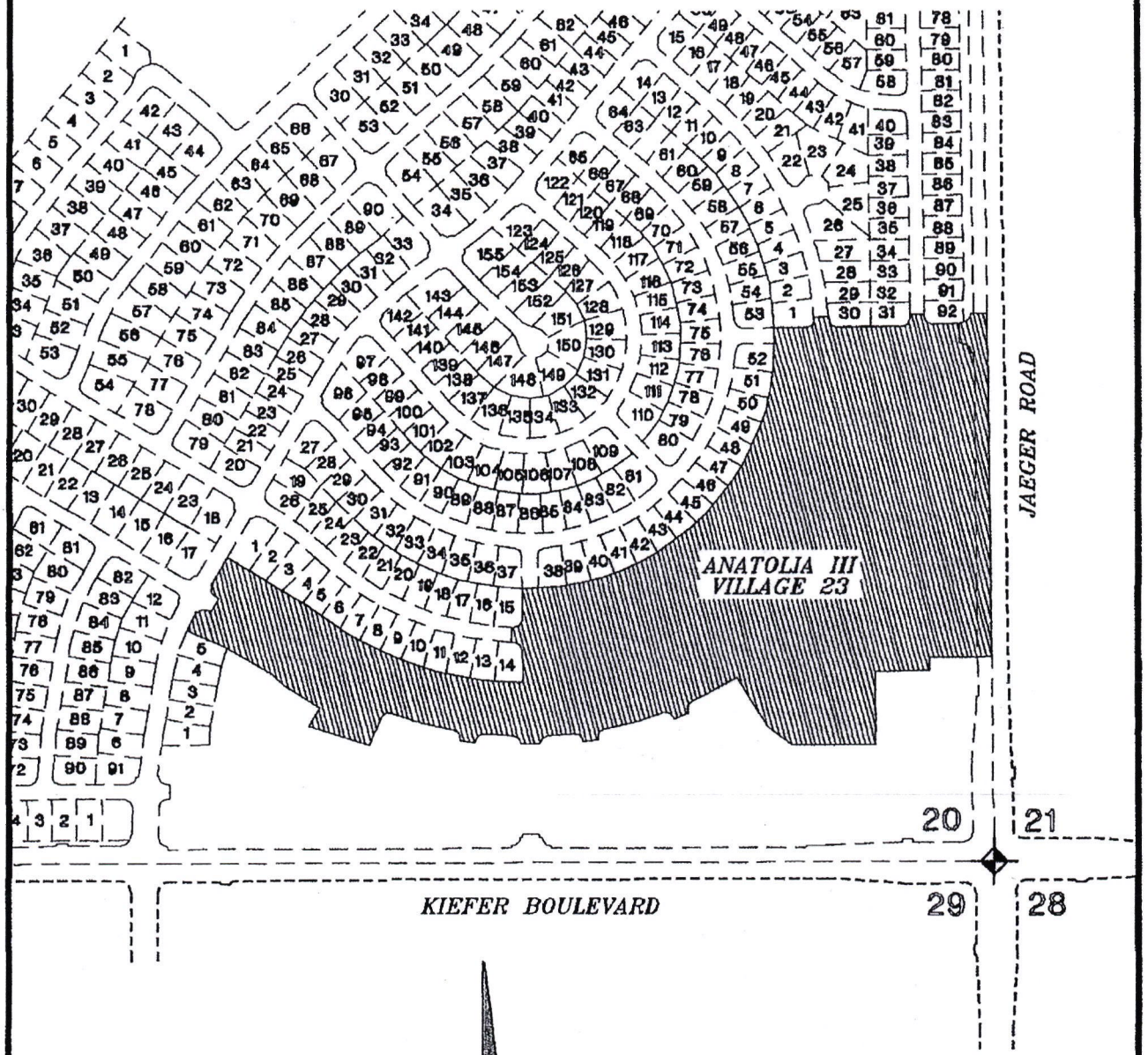
Exhibit A - Anatolia III, Village 23

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III VILLAGE 23
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1" =400'

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

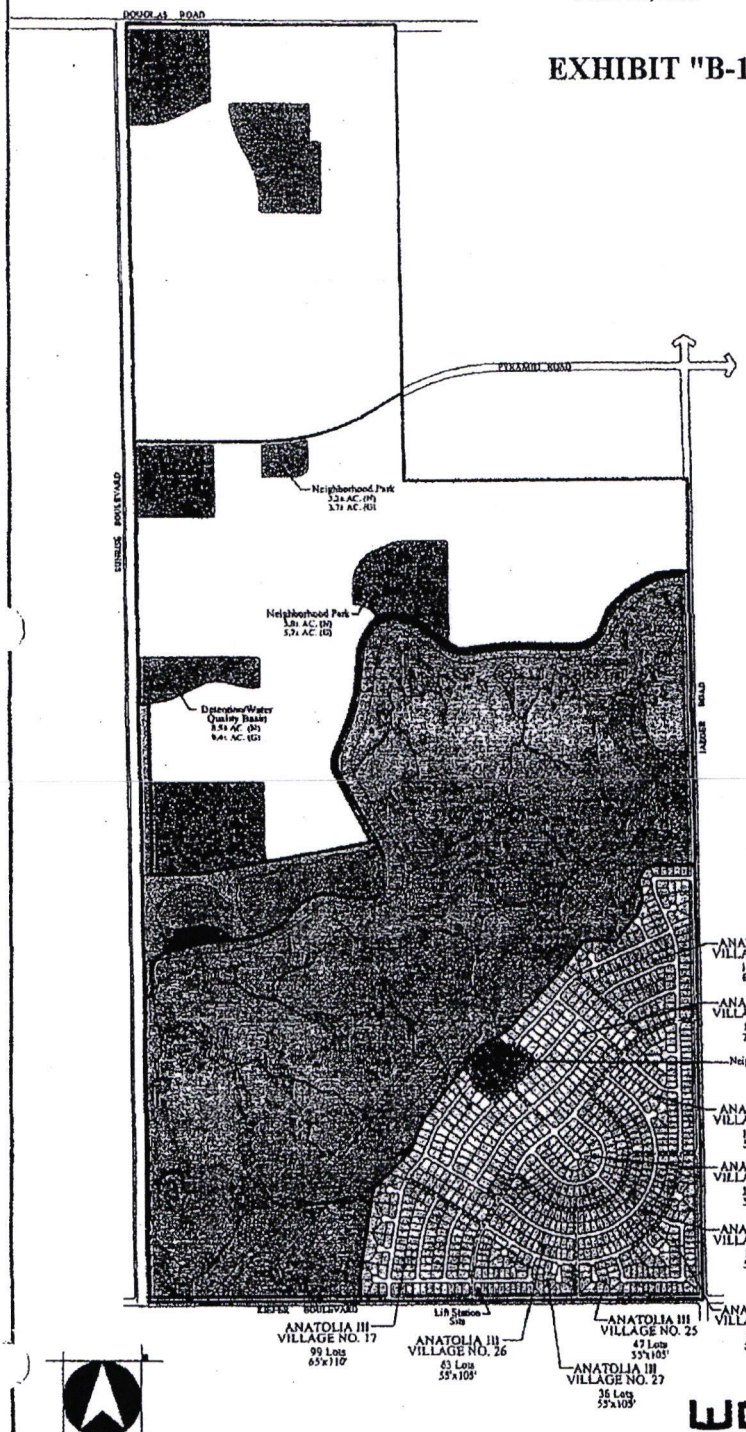
LAND USE MAP

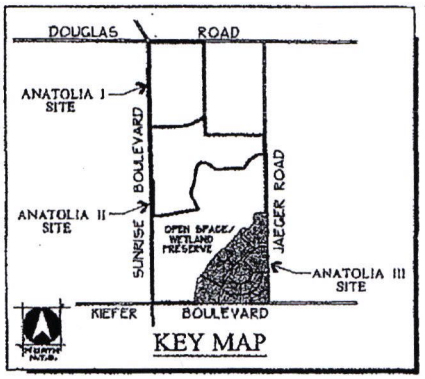
ANATOLIA III

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 30, 2003

EXHIBIT "B-1"





LAND USE SUMMARY TABLE

ANATOLIA III

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS (TYPICAL LOT SIZE)	ACRES GROSS
18 & 19	LDR/RD-4/RD-4	184 LOTS (70'x122')	47.0
17 & 20	LDR/RD-5/RD-5	211 LOTS (65'x110')	53.9
21 - 27	LDR/RD-5/RD-5	484 LOTS (55'x105')	102.1
TOTAL		879 LOTS	203.0

NOTE: GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE/DRAINAGE CORRIDORS.

NORTH
N.T.S.

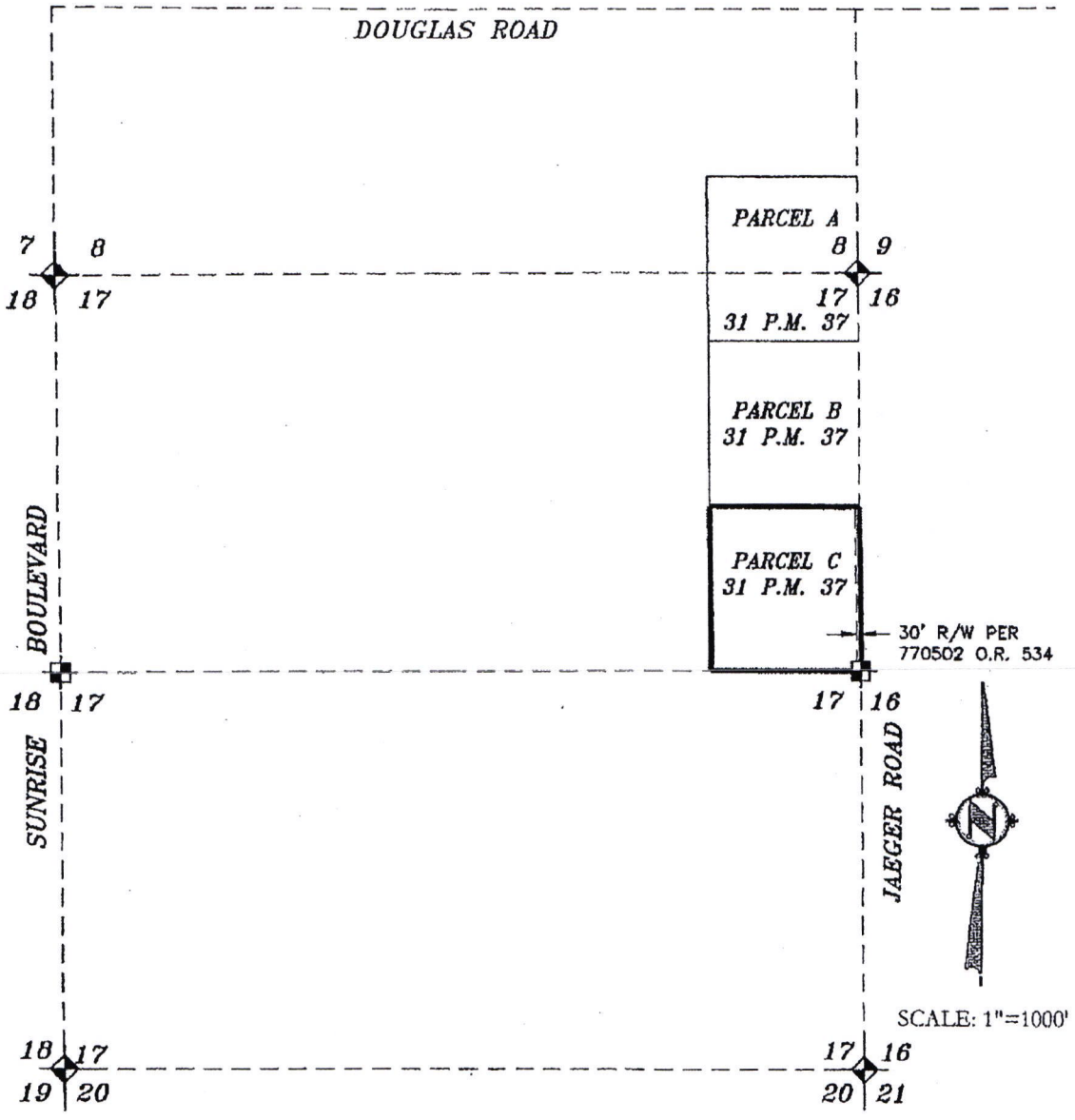
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Anatolia IV

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA IV
A PORTION OF SECTION 17
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

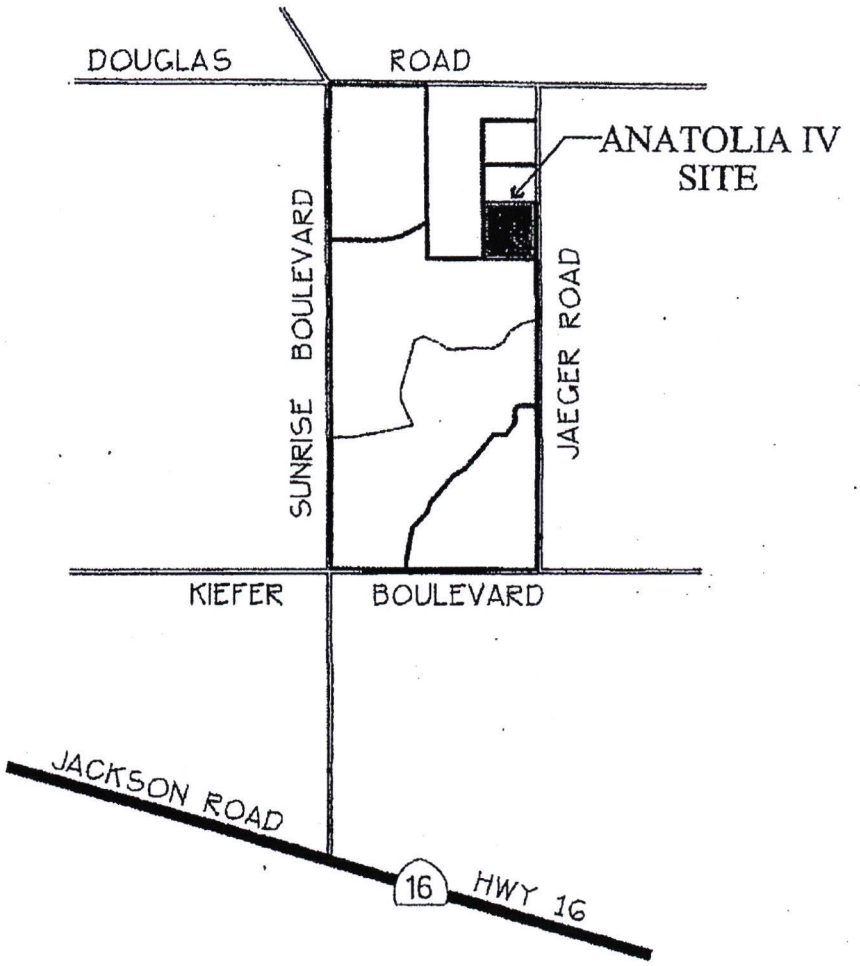
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

LOCATION MAP
ANATOLIA IV

CITY OF RANCHO CORDOVA, CALIFORNIA

DECEMBER 30, 2004

EXHIBIT "A-3"



NORTH
N.T.S.

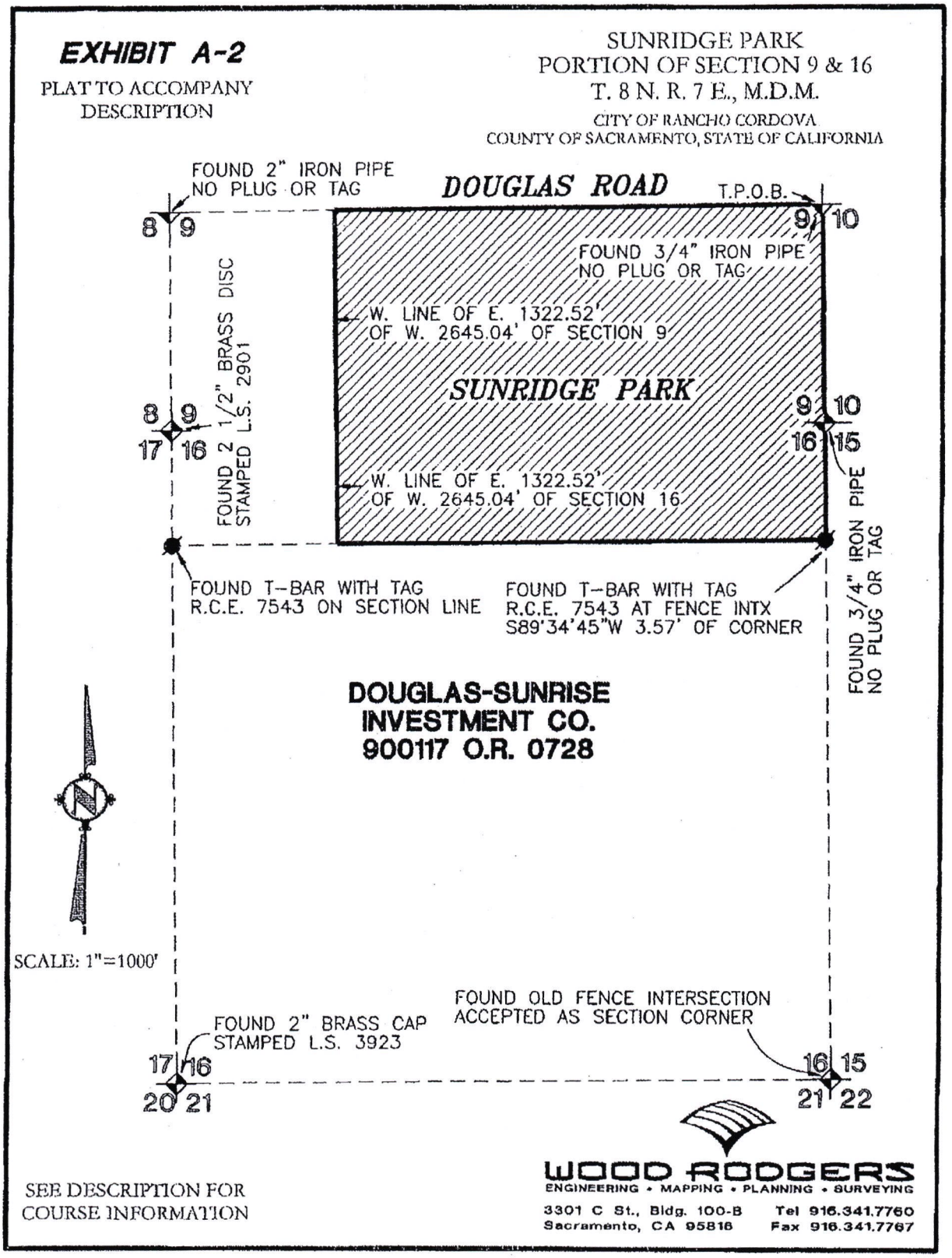
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Sunridge Park I and Sunridge Park II

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK
PORTION OF SECTION 9 & 16
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



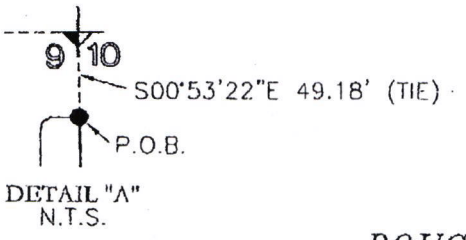
SEE DESCRIPTION FOR
COURSE INFORMATION

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

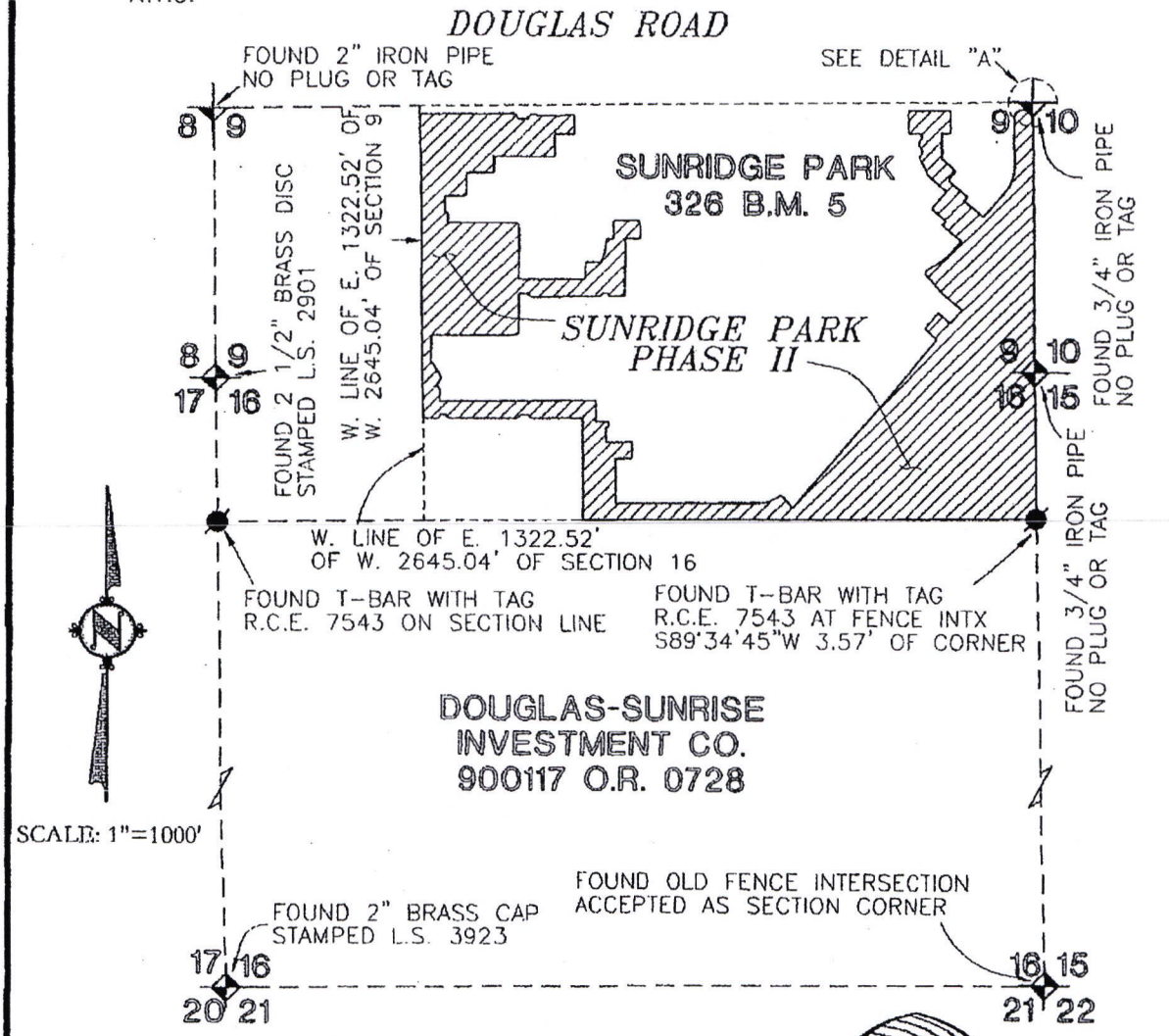
EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
PORTION OF SECTION 9 & 16
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



DETAIL "A"
N.T.S.



SEE DESCRIPTION FOR
COURSE INFORMATION

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

Exhibit A - North Douglas

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

NORTH DOUGLAS
LOTS 1 - 8 - 347 B.M. 9
A PORTION OF RANCHO RIO DE LOS AMERICANOS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SCALE: 1"=1000'

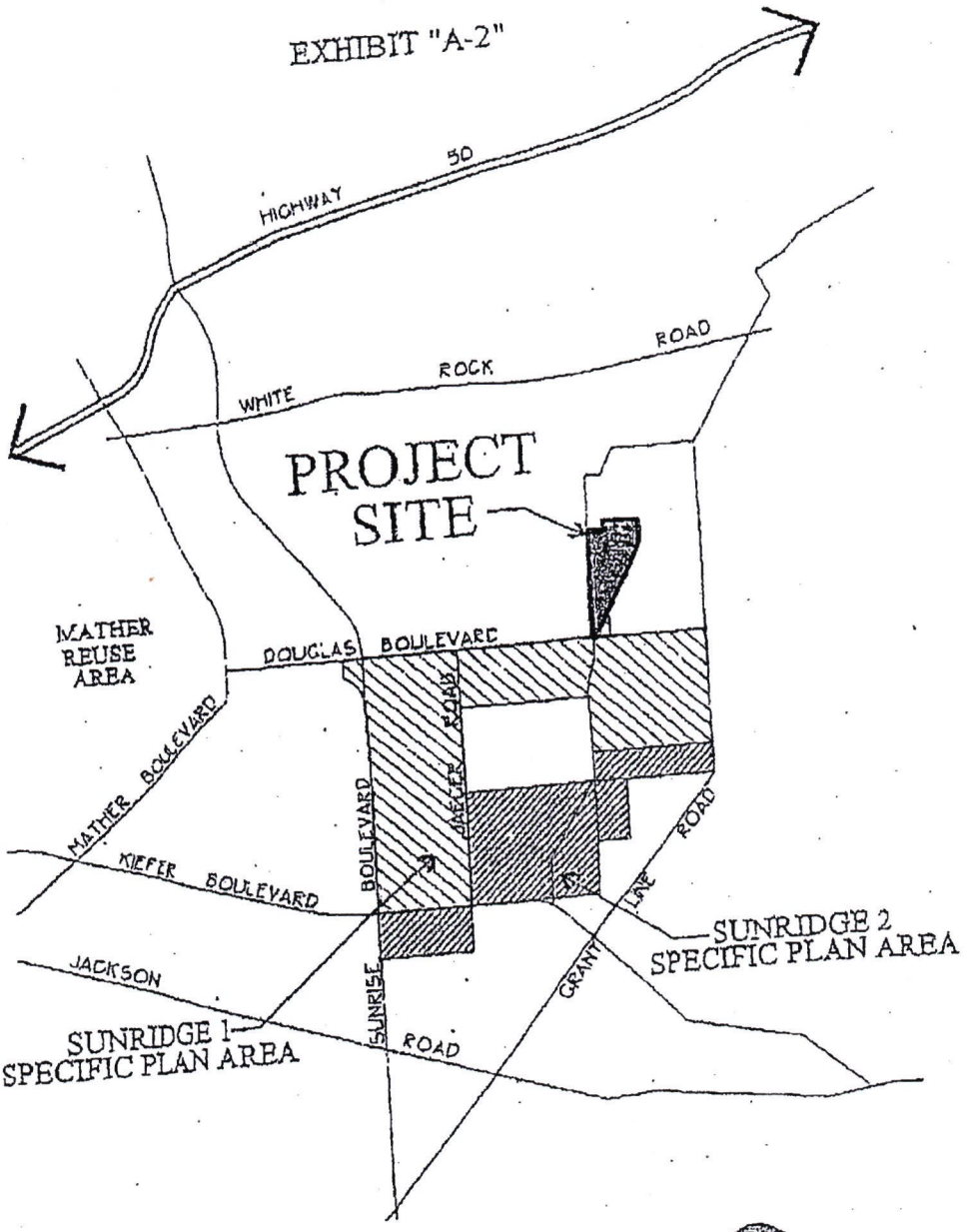
55 P.M. 30

SEE DESCRIPTION FOR
COURSE INFORMATION

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

LOCATION MAP
NORTH DOUGLAS
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 2004

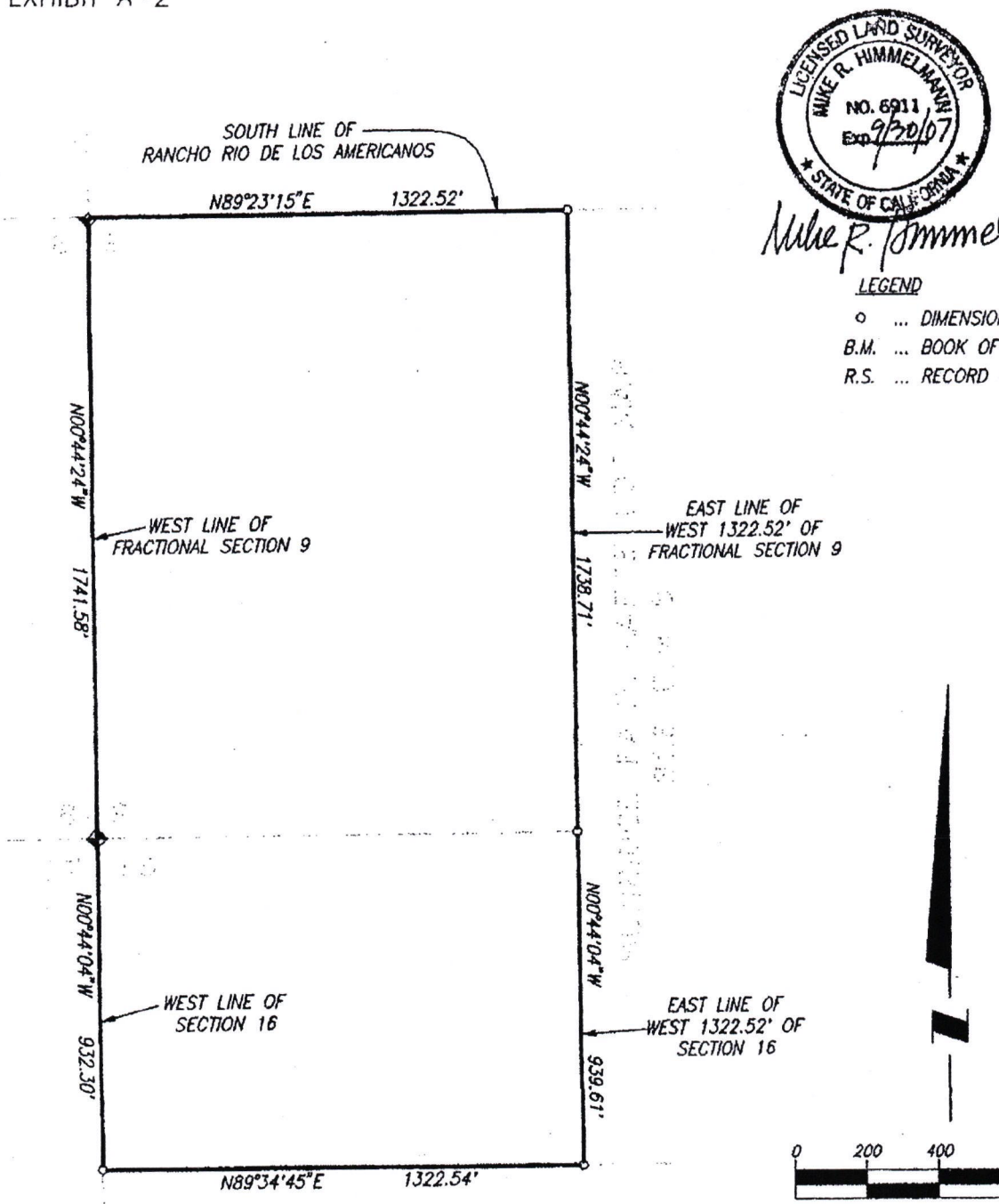
EXHIBIT "A-2"



WOOD RODGERS
ENGINEERING - PLANNING - MAPPING - SURVEYING
3301 C STREET, BLDG 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Lot J

EXHIBIT A-2



LICENSED LAND SURVEYOR
MIKE R. HIMMELMANN
NO. 6911
Exp. 9/30/07
STATE OF CALIFORNIA

Mike R. Himmelmann

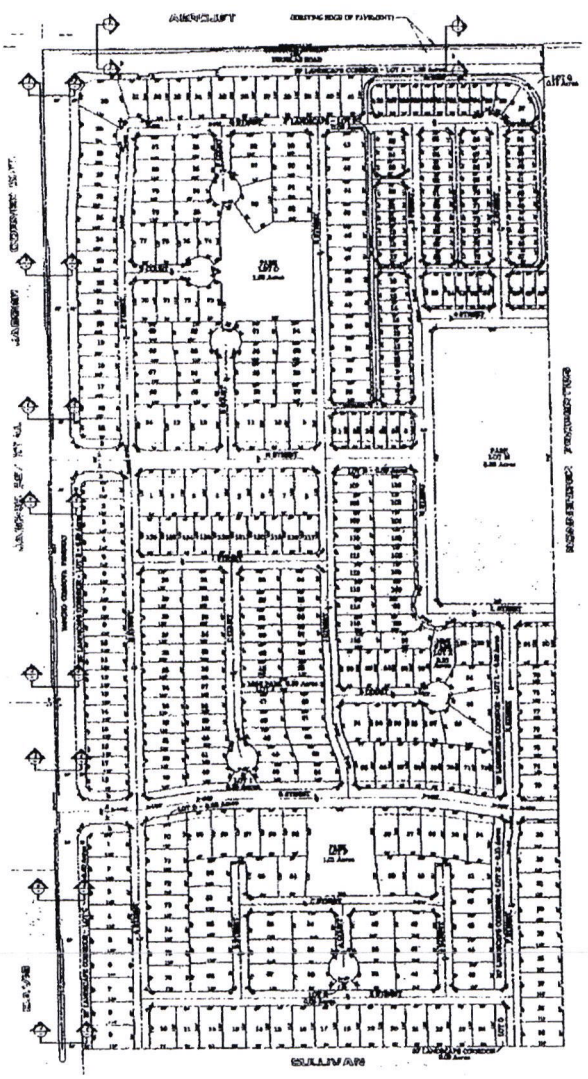
LEGEND

- o ... DIMENSION POINT
- B.M. ... BOOK OF MAPS
- R.S. ... RECORD OF SURVEYS

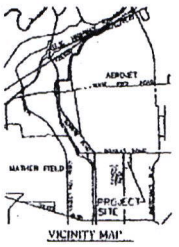
0 200 400 800

SCALE: 1"=400'

CALC: MH DRN: DW CKD: MH APRVD: MH	EXHIBIT MAP FOR WEST 1322.52' OF A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, T.8N., R.7E., M.D.B. & M. COUNTY OF SACRAMENTO, CALIFORNIA MSA ENGINEERING, INC. ROSEVILLE, CALIFORNIA	DATE: 3.20.06 SCALE: 1"=400' FB: N/A WO: 03-105



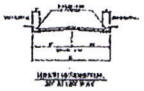


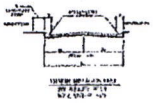


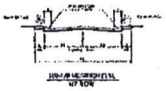
VICINITY MAP

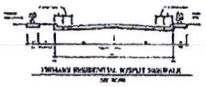
GENERAL NOTES

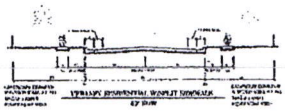
LAND USE SUMMARY

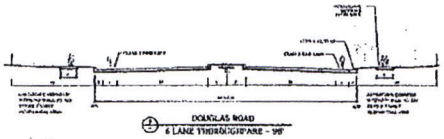


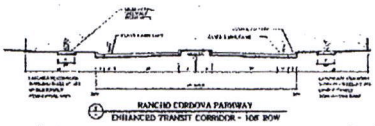






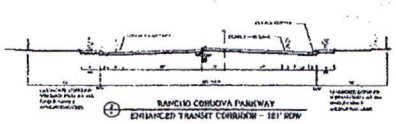


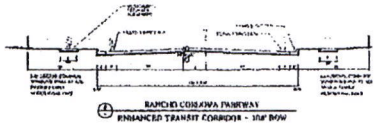

DOUGLAS ROAD
6 LANE THOROUGHFARE - 98'


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 108' ROW


DOUGLAS ROAD
6 LANE THOROUGHFARE - 114'


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 108' ROW


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 101' ROW


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 108' ROW

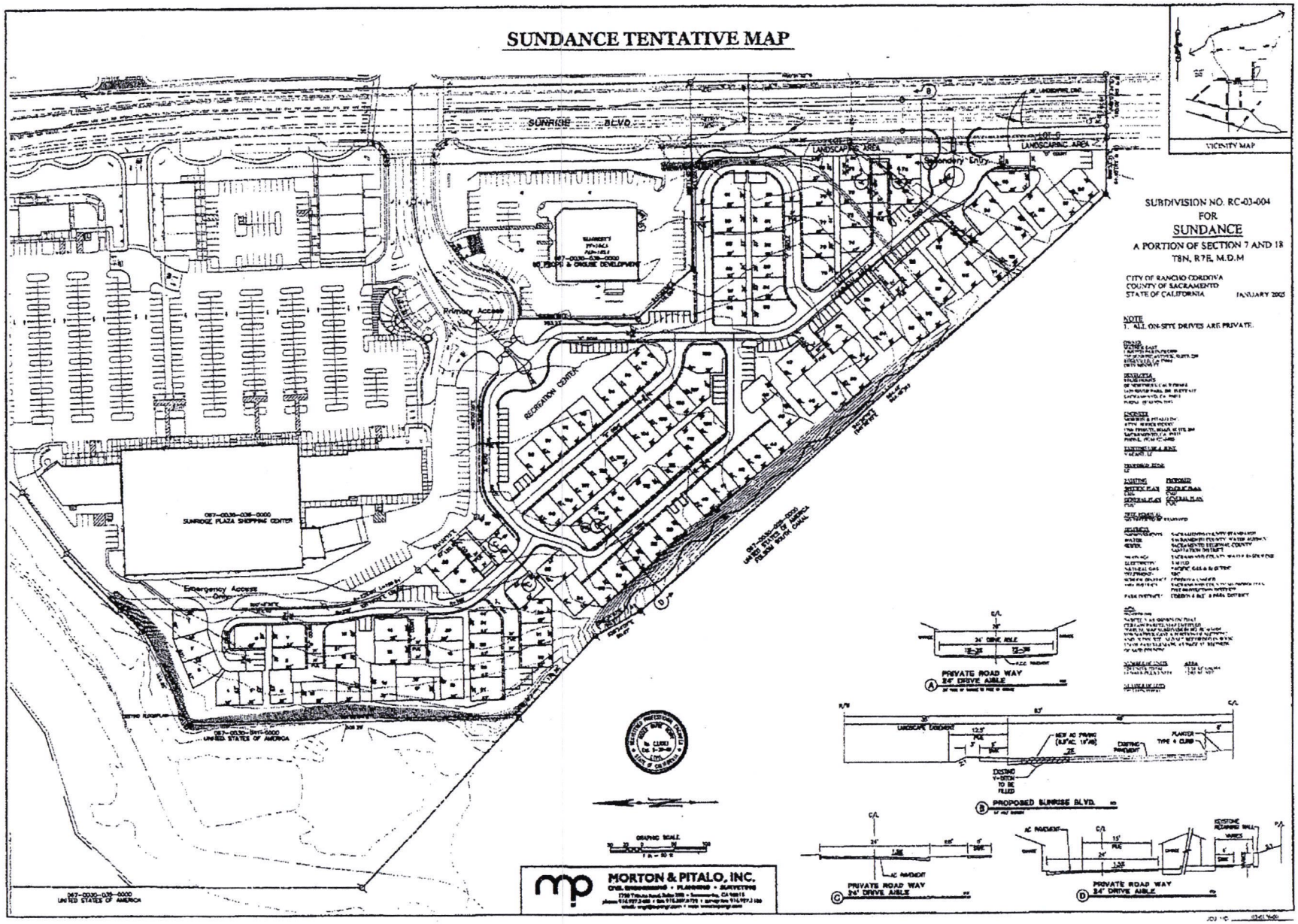
TENTATIVE SUBDIVISION MAP
STREET AND LOTTING PLAN
MARCH 20, 2006

SUN RIDGE LOT J
SUN RIDGE SPECIFIC PLAN
CITY OF RANCHO CORDOVA, CALIFORNIA

MSA ENGINEERING

Exhibit A - Sundance

SUNDANCE TENTATIVE MAP



CITY OF RANCHO CORDOVA

ORDINANCE NO. 14-2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING CONDITIONS OF APPROVAL RELATING TO TRAFFIC PHASING REQUIREMENTS THAT WERE ATTACHED TO A LAND USE REZONING ORDINANCE FOR THE SUNRIDGE SPECIFIC PLAN AREA

RECITALS

WHEREAS, on July 17, 2002, the County of Sacramento ("County") adopted Resolution No. 2002-0901, establishing the SunRidge Specific Plan ("SRSP"); and

WHEREAS, on July 17, 2002, the County of Sacramento ("County") adopted Ordinance No. SZC 2002-0014, changing land use zones within the SunRidge Specific Plan ("SRSP") Area; and

WHEREAS, the zoning changes were conditioned upon compliance with a number of requirements set forth in "Exhibit C" to Ordinance No. SZC 2002-0014; and

WHEREAS, pursuant to Sections 9-13 of "Exhibit C" to Ordinance No. SZC 2002-0014, the County established certain conditions relating to transportation improvement phasing, which are applicable to all properties in the SRSP Area that were the subject of the land use changes approved by Ordinance No. SZC 2002-0014; and

WHEREAS, in order to ensure that the pace of residential development within the SRSP Area does not outpace the construction of transportation infrastructure, leading to undue traffic congestion, the conditions relating to transportation improvement phasing establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation projects within the SRSP Area (the "Thresholds"); and

WHEREAS, the conditions relating to transportation improvement phasing establish Thresholds set at 2,000 units, 3,025 units and 6,500 units; and

WHEREAS, on July 1, 2003, the City of Rancho Cordova ("City") incorporated; and

WHEREAS, the SunRidge Specific Plan Area is located entirely within the incorporated boundaries of the City; and

WHEREAS, pursuant to Resolution 06-2003, the City adopted and approved the continuation of the SunRidge Specific Plan for the maximum period of time authorized by Government Code Section 65360, which relates to the establishment of a General Plan by a newly incorporated city; and

WHEREAS, pursuant to Ordinance No. 21-2003, the City adopted by reference the Sacramento County Zoning Code, including those provisions relating to the SRSP; and

WHEREAS, since the City's incorporation, development of the SRSP Area has proceeded and final maps for over 2,000 units within the SRSP Area have been approved; and

WHEREAS, since the City's incorporation, construction of various transportation improvements related to the Thresholds have commenced; and

WHEREAS, an analysis of the traffic phasing requirements for the SRSP titled, "Rancho Cordova Transportation Infrastructure Phasing Study" and dated March 23, 2006, (the "Traffic Study") has been prepared for the City by transportation consulting company Fehr & Peers (the "Consultant") and reviewed by traffic engineers in the City Public Works Department; and

WHEREAS, the Traffic Study recommends some reorganization of the transportation projects within the SRSP that are the basis for the Thresholds; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 2,000 units under the SRSP can be raised to 2,500 units, without causing any undue traffic congestion; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 3,025 units under the SRSP can be raised to 5,225 units, without causing any unacceptable traffic congestion or safety problems; and

WHEREAS, the Traffic Study concludes that the traffic thresholds set at 2,500 and 5,225 units can be tied to the issuance of building permits rather than the recordation of final maps; and

WHEREAS, on the basis of these conclusions, certain development projects located within the SRSP Area have requested an amendment of the Threshold conditions as applied; and

WHEREAS, these development projects are more commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II, North Douglas, Sundance (Mather East); and Lot J (the "Development Projects"); and

WHEREAS, the Development Projects have not yet received final maps; and

WHEREAS, the Development Projects, combined with existing projects in the SRSP Area, which have already received final maps, represent 5,223 total residential units; and

WHEREAS, this total number of residential units is within the total number of units the Traffic Study has concluded can be recorded in final maps without causing undue traffic congestion within the SRSP Area; and

WHEREAS, the City Council has determined that although the Development Projects are at various stages of the City's planning development process, the Development Projects have all received approval or recommendations of approval for development agreements and/or tentative maps from either the City or the County, prior to the City's incorporation; and

WHEREAS, the City has prepared an Addendum to the Environmental Impact Report (EIR) prepared by the County for the SDCP/SRSP. The Addendum concludes that neither the revisions to the phasing of the roadway improvements described herein, nor changes in traffic conditions in the vicinity of the Development Projects, will create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR.

WHEREAS, on the basis of Traffic Study and the Addendum to the EIR, the City concludes that an increase in the Thresholds as applied to the Development Projects is consistent with the City's interim General Plan and will be consistent with the future adopted General Plan, and concludes that there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan; and

WHEREAS, in return for amending the SRSP and the Thresholds as applied, the Development Projects have agreed to pay certain fees to be used by the City for transportation projects and park development.

NOW THEREFORE, the City Council of the City of Rancho Cordova does ordain as follows:

SECTION 1. Findings and Evidence.

A. Finding: The proposal will not have a significant adverse impact on the environment and an Addendum to the EIR for the Sunrise-Douglas Community Plan (SDCP) SunRidge Specific Plan (SRSP) has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: On the basis of the Addendum to the EIR for the SDCP/SRSP and the whole record, there is no substantial evidence that the proposal would have a significant adverse impact on the environment. The revisions to the phasing of the roadway improvements described herein will not create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR. Further, there have not been any changes in the traffic conditions in the vicinity of the Development

Projects since the EIR was certified by the County in 2002 that have created a new significant environmental impact or substantially increased the severity of a significant impact not identified in the SDCP/SRSP EIR. Finally, there are no mitigation measures or alternatives previously found not to be feasible in the SDCP/SRSP EIR, or considerably different from those analyzed in the previous SDCP/SRSP EIR, that have now been found to be, in fact, feasible or found to substantially reduce one or more significant effects of the SDCP/SRSP.

B. Finding: The proposal will be consistent with the future adopted General Plan; further, there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan. The proposal will implement and be consistent with goals and policies of the interim General Plan documents that have been adopted by the City Council.

Evidence: The request revises the phasing of roadway improvements in the Zoning Conditions on certain parcels in the SunRidge Specific Plan. Property owners will be required to install needed roadway improvements as described in the Rancho Cordova Transportation Infrastructure Phasing Study prepared by Fehr & Peers (March 23, 2006). This Study found that the revised phasing of roadway improvements implements the intent of the prior Zoning Ordinance, and is consistent with the Roadway System Map in the Circulation Plan, adopted as the City's Interim General Plan (Circulation Element) on May 16, 2005.

SECTION 2. Section 9 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"9.

a. No more than a cumulative total of 2,000 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the eight roadway and one pedestrian/bicycle improvement projects included as Phase 1 bond eligible circulation improvement projects in Figure 17 of the Sunridge Public Facilities Financing Plan ("nine priority projects"), except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Transportation if it determines that all nine priority projects are expected to be completed prior to traffic generated by said 2,000 residential building lots and that development of more than 2,000 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. For purposes of these conditions 9, 10, 11 and 12, the term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated

by such contract, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

b. Notwithstanding Subsection (a), with respect to the Anthology at Anatolia and Sundance development projects in the SunRidge Specific Plan Area, which are more specifically identified in Ordinance 14-2006, final maps may be recorded for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1) and (9), below, and no more than 50% of the building permits for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement project (4), below. The issuance of building permits for the Anthology at Anatolia and Sundance portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (2), (3), (5), (6), (7) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

c. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9, 11, and 23 which are more specifically identified in Ordinance 14-2006, final maps may be recorded for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement project (8), below. The issuance of building permits for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement project (2), (3), (6), and (7), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

d. Notwithstanding Subsection (a), with respect to the Anatolia IV development project in the SunRidge Specific Plan Area, which is more specifically identified in Ordinance 14-2006, final maps may be recorded for the Anatolia IV portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anatolia IV portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5), (6) and (9), below, and no more than 50% of the building permits for the Anatolia IV portion of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement projects (2) and (7), below. The issuance of building permits for the Anatolia IV portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

e. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Sunridge Park I & II; and North Douglas; which are more specifically identified in Ordinance 14-2006, final maps

may be recorded for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (3), and (7) below. The issuance of building permits for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (6) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

f. Notwithstanding Subsection (a), with respect to the Lot J development project in the SunRidge Specific Plan Area, which is more specifically identified in Ordinance 14-2006, final maps may be recorded for the Lot J portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required

to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (6) and (7), below. The issuance of building permits for the Lot J portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle. "

SECTION 3. Section 10 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"10.

a. No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to commencement of construction of the twenty-four roadway and one pedestrian/bicycle

improvement projects included for Sunridge funding as Phase 1 circulation improvement projects in Figure A-2 of the Sunridge Public Facilities Financing Plan, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines that all twenty-four roadway projects and one pedestrian/bicycle project are expected to be completed prior to the traffic generated by said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. In the event that the three intersection improvements (Sunrise Blvd./SR-16, Sunrise Blvd./Grantline Rd., and Grantline Rd./SR-16) indicated in Figure A-2 as 100% financed by other sources require supplementary funding, the SunRidge Specific Plan will advance such funding to assure timely construction prior to recording more than 3,025 building lots and will be eligible for reimbursement from the other funding sources if and when available.

b. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 14-2006, no more than a cumulative total of 5,225 building permits for residential dwelling units within the SunRidge Specific Plan shall be issued prior to the commencement of construction of the fifteen roadway improvement projects (1)-(15) listed below, except that the Chief Building Official may issue additional building permits for subdivisions within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Public Works if he/she determines that all fifteen projects are expected to be completed prior to traffic generated by said 5,225 units and that development of more than 5,225 units will not result in safety problems. Circumstances could change wherein the City could find that any or all of the fifteen roadway improvement projects listed below are unnecessary, undesirable, or infeasible, in which case the Director of Public Works may adjust the list as recommended by a report prepared or approved by the Department of Public Works. Any traffic studies required by the City in support of such determination shall be paid for by the property owner.

1. Construct Zinfandel Drive as a four-lane road from International Drive to Douglas Road, and install a signal at the Douglas Road intersection.
2. Widen Douglas Road to four lanes from Zinfandel Drive-Eagles Nest Road to Sunrise Blvd.
3. Install a traffic signal and make improvements to the intersection of Zinfandel Drive and International Drive.
4. Construct Chrysanthy Boulevard as a four lane road from Sunrise Boulevard to Rancho Cordova Parkway.
5. Install a traffic signal at the intersection of Chrysanthy Boulevard and Rancho Cordova Parkway.

6. Widen Sunrise Blvd to four lanes from Chrysanthy Boulevard to Kiefer Boulevard.
7. Widen Sunrise Boulevard to four lanes from Kiefer Boulevard to SR 16.
8. Install a traffic signal and make improvements at the intersection of Sunrise Boulevard and SR 16.
9. Widen Douglas Road to four lanes from Americanos Boulevard to Grant Line Road.
10. Realign Grant Line Road/White Rock Road from Douglas Road to Prairie City Road, widen shoulders and add turn pockets.
11. Install a traffic signal at the intersection of Grant Line Road and White Rock Road
12. Install a traffic signal and make improvements to the intersection of Grant Line Road and SR 16.
13. Widen SR-16 to four lanes from Sunrise Road to Grant Line Road.
14. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Kiefer Boulevard.
15. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Grant Line Road.

c. This Condition 10 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9 and 11; which are more specifically identified in Ordinance 14-2006."

SECTION 4. Section 11 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"11.

a. No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the Zinfandel Drive extension from International Drive to Douglas Road with a minimum of two continuous traffic lanes on both the Mather and Villages of Zinfandel properties, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines that the Zinfandel Drive extension is expected to be completed prior to traffic generated by said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

b. This Condition 11 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 14-2006."

SECTION 5. Section 12 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"12.

a. No more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following circulation improvements in addition to the Phase 1 projects listed in Figure A-2 of the Sunridge Public Facilities Financing Plan:

   a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
   b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
   c. Four traffic lanes on Douglas Road from the Folsom South Canal bridge to Grantline Road.
   d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
   e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
   f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
   g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

   An exception to the above-stated requirement is that the City Council may approve final map subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines the projects described as 12(a) through 12(g) above are expected to be completed prior to traffic generated by said 6,500 residential building lots and that development of more than 6,500 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

b. Notwithstanding Subsection (a), with respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 14-2006, no more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following roadway improvement projects:

a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
c. Traffic signals at SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.
d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

c. This Condition 12 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9 and 11; which are more specifically identified in Ordinance 14-2006."

SECTION 6. Section 13 of "Exhibit C" to Ordinance SZC 2002-0014 is hereby amended to read as follows:

"13.

a. In order to promote the orderly development of the major roadway circulation system in the SunRidge Specific Plan and to minimize traffic and safety problems resulting from discontinuous improvements on arterial and thoroughfare streets serving the traffic from individual development projects, all final maps and associated improvement plans for SRSP subdivision will be reviewed to determine the adequacy of the Sunridge circulation system improvements currently in place. The County's Transportation Planning and Land Development/Site Improvement Review Sections will determine if additional roadway improvements within the SRSP are required beyond those proposed with final maps/improvement plans. In such determinations, the developer will be required to augment the construction of roadway improvements located on or adjacent to his/her property with other roadway improvements located within SRSP. The matrix of SRSP Onsite Roadway Improvement Phasing Requirements indicated in Table 1 and keyed to the Sunridge Financing Plan's Roadway CIP is advisory with regard to the particular roadway improvements and traffic criteria to be considered for the development of parcels within each SRSP ownership group as identified in the SRSP Land Use Allocation Table.

b. Condition 13, as set forth in Subsection (a), shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Ordinance 14-2006. However, development applicants for the Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance development projects shall:

i. Prior to recordation of a final map, pay a fee of $865 per residential dwelling unit; and
ii. Prior to issuance of building permits, pay a fee of $4,195 per residential dwelling unit.

These fees shall be in addition to any other fees the development applicant is subject to or has otherwise agreed to pay."

SECTION 7. For purposes of identification in this Ordinance 14-2006, the development projects commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance are more specifically identified as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION 8. Effective Date and Publication.

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

Property Descriptions for:

- Anthology at Anatolia
- Anatolia III, Villages 9, 11, and 23
- Anatolia IV
- Sunridge Park I & II
- North Douglas
- Lot J
- Sundance

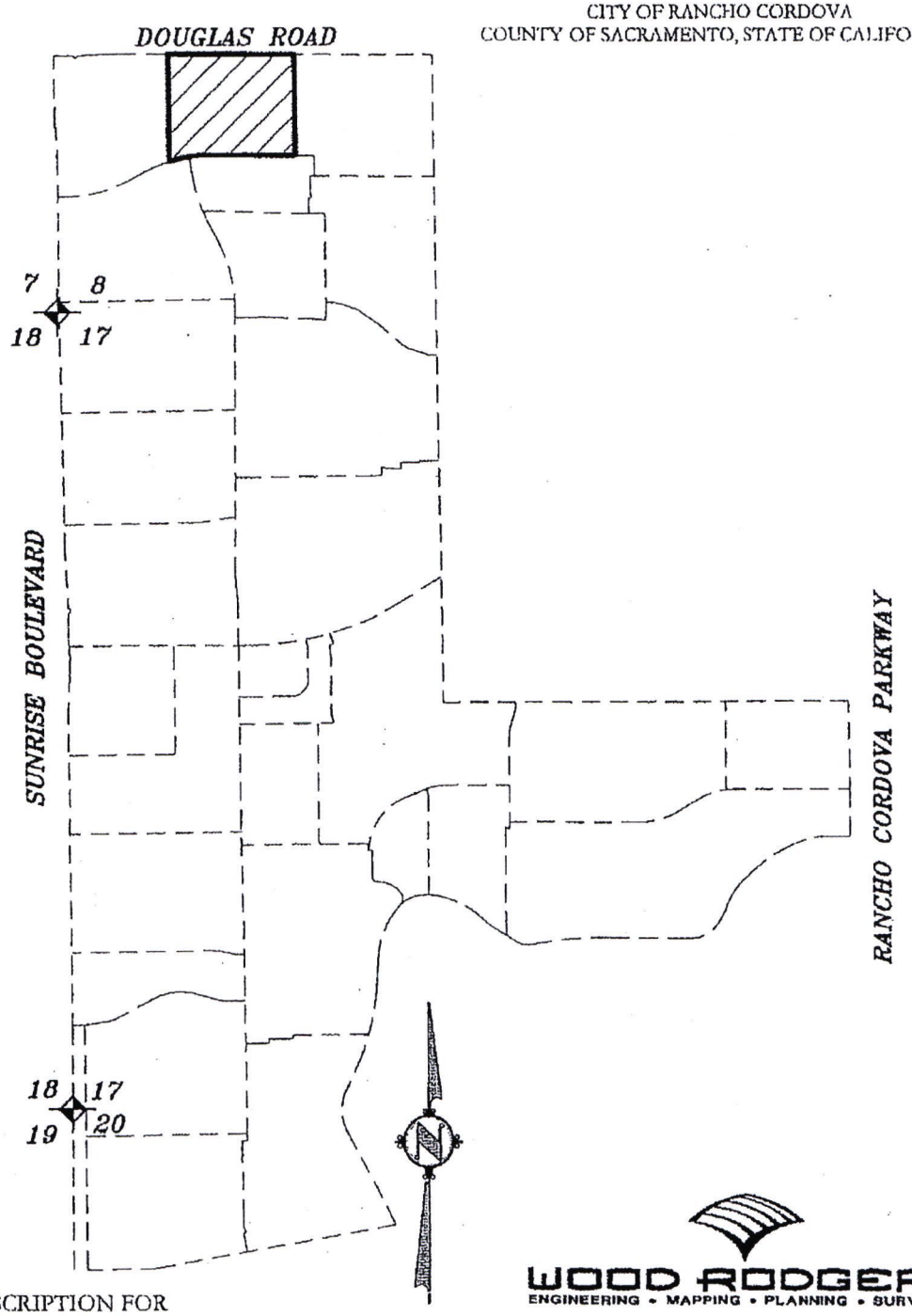
Exhibit A - Anthology at Anatolia

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANTHOLOGY AT ANATOLIA
ALL OF LOT 2 OF 316 B.M. 8
SEC. 8, T. 8 N. R. 7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=1000'

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

TENTATIVE SUBDIVISION MAP

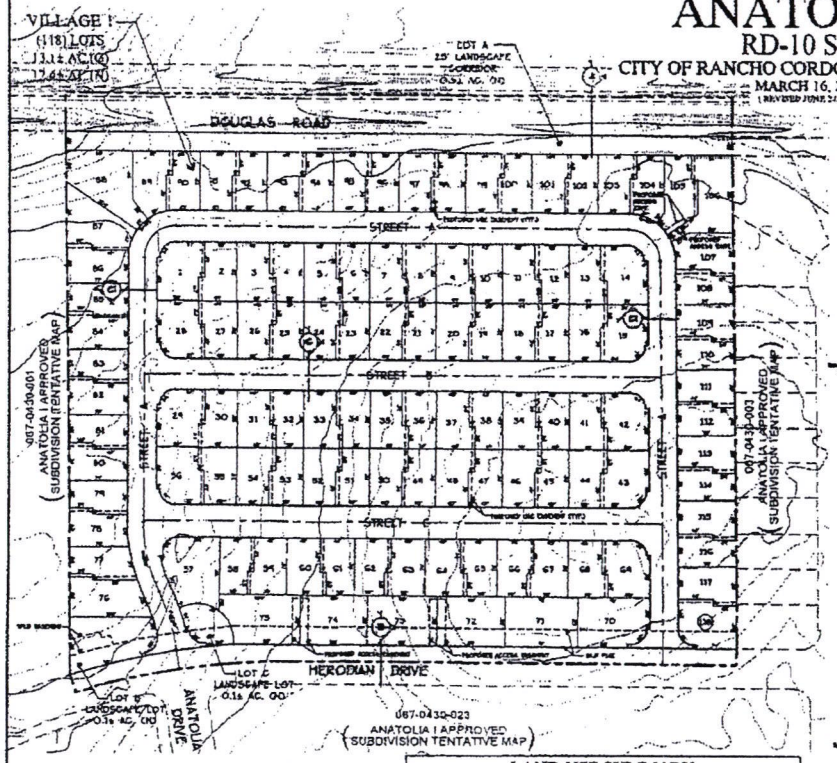
ANATOLIA I

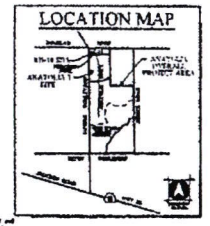
RD-10 SITE

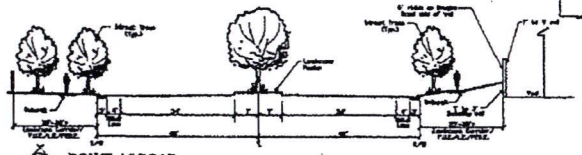
CITY OF RANCHO CORDOVA, CALIFORNIA

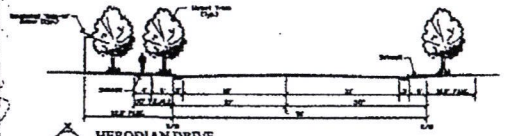
MARCH 16, 2005

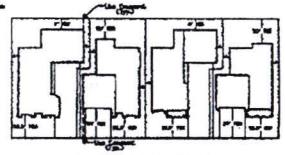
(REVISED JUNE 24, 2005)

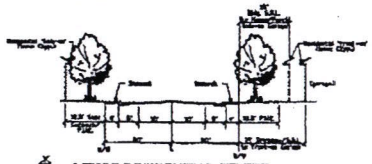


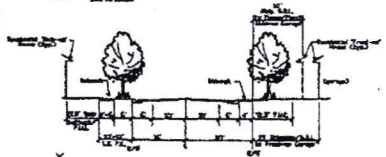










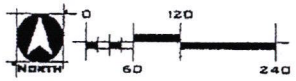


LAND USE SUMMARY

LOT NO./ VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIGNATIONS	USE	ACRES (G)	ACRES (N)	UNITS
VILLAGE 1	LDR/MDR-10/RD-10	1-7 RESIDENTIAL (SMALLER LOTS)	12.4	13.1	118
SUBTOTAL			12.4	13.1	118
LOTS A-C	LDR/MDR-10/RD-10	LANDSCAPE LOTS	0.7		0
DOUGLAS ROAD	-	MAJOR ROAD	1.0	1.0	0
SUBTOTAL			1.7	1.0	0
TOTAL			14.1	14.1	118

* LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGES OF ABOVE PARCELS.
GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE PRIVATE RESIDENTIAL STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(d) OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 10.0' PUBLIC UTILITY EASEMENT WILL BE CREATED ADJACENT TO ALL PUBLIC RIGHTS OF WAY DEDICATED AS REQUESTED BY THE CITY ENGINEER.



PROJECT NOTES

OWNER:
AKT DEVELOPMENT CO. A
7000 COLLEGE TOWN DR. STE. 9101
SACRAMENTO, CA. 95826
CONTACT: CHRIS THOMPSON-KOHLMANN
PHONE: (530) 333-2000

ACQUISITION/DEVELOPER:
LENNAR HOMES
3636 TRUXTEL ROAD, SUITE 240
SACRAMENTO, CA. 95834
CONTACT: MITCH YOUNG
PHONE: (530) 640-4444

ENGINEER/PLANNER/SURVEYOR:
WOOD RODGERS INC.
3301 "C" STREET, BLDG. 100-B
SACRAMENTO, CA. 95816
CONTACT: MARK RADKOVICH-HERRMANN
PHONE: (916) 341-7760

LANDSCAPE PLANNER ARCHITECT:
DEBT-DAVID REESE

SITE:
44.3± ACRES

SOURCE OF IMPROVEMENTS:
118 SINGLE FAMILY LOTS
3 LANDSCAPE LOTS

EXISTING & PROPOSED ZONING:
RD-10

PUBLIC SCHOOLS & PARKS/ FACILITIES:
ELEMENTARY: COUNTY OF SACRAMENTO
MIDDLE: COUNTY OF SACRAMENTO
SENIOR: SACRAMENTO COUNTY LANDFILL PROJECT #1
SEWERAGE: COUNTY OF SACRAMENTO
ELECTRICITY: SMUD
GAS: PACIFIC GAS + ELECTRIC
TELEPHONE: SBC
SCHOOL DISTRICT: ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT: SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT: CARMICHAEL RECREATION & PARK DISTRICT

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

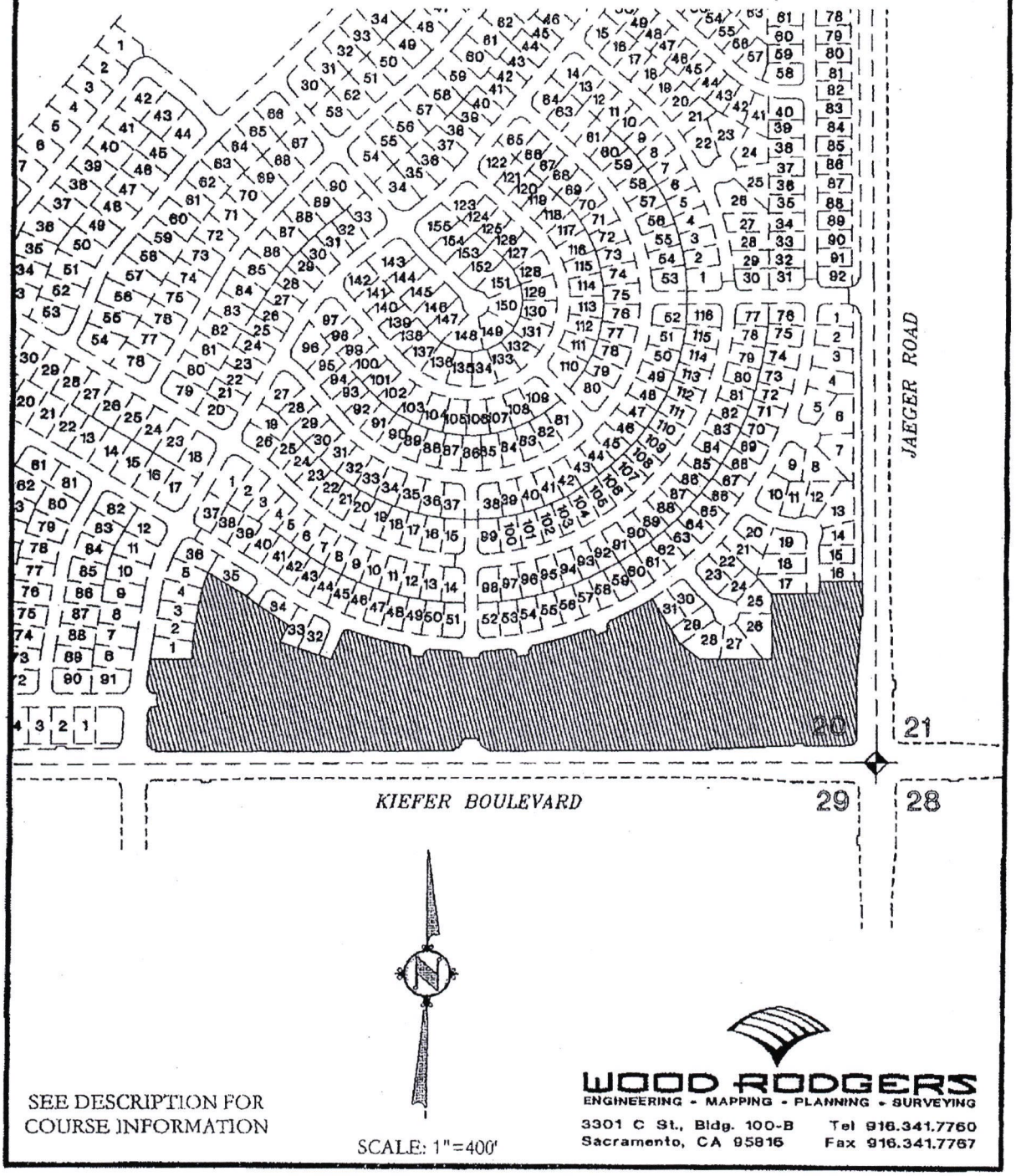
Exhibit A – Anatolia III, Villages 9, 11 and 23

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III
TENTATIVE MAP VILLAGES 9 AND 11
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

ANATOLIA III

(A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA)
CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 30, 2001

EXHIBIT "D"

LOCATION MAP

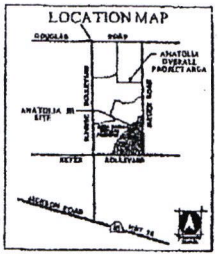


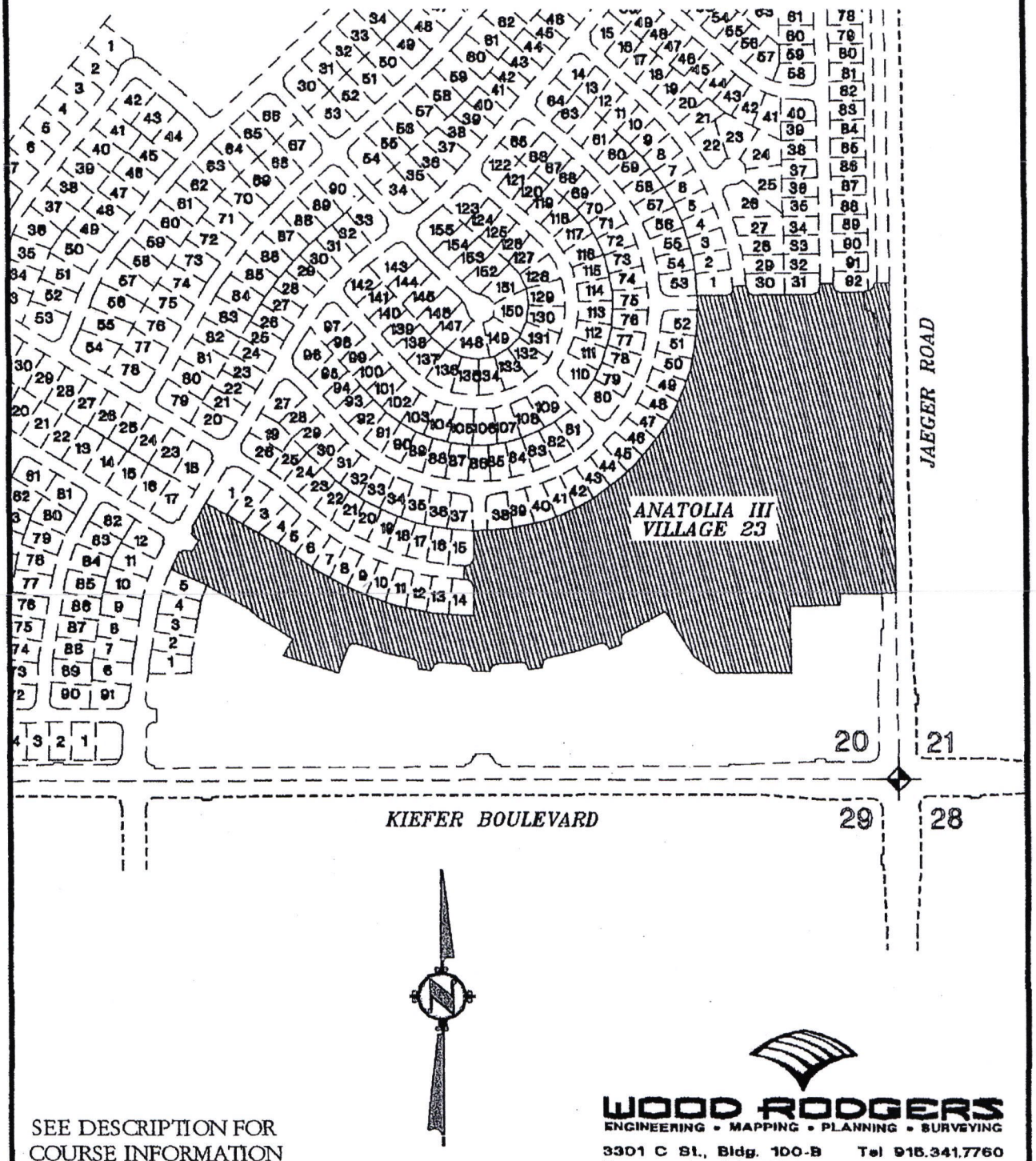
Exhibit A - Anatolia III, Village 23

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III VILLAGE 23
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1" =400'

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

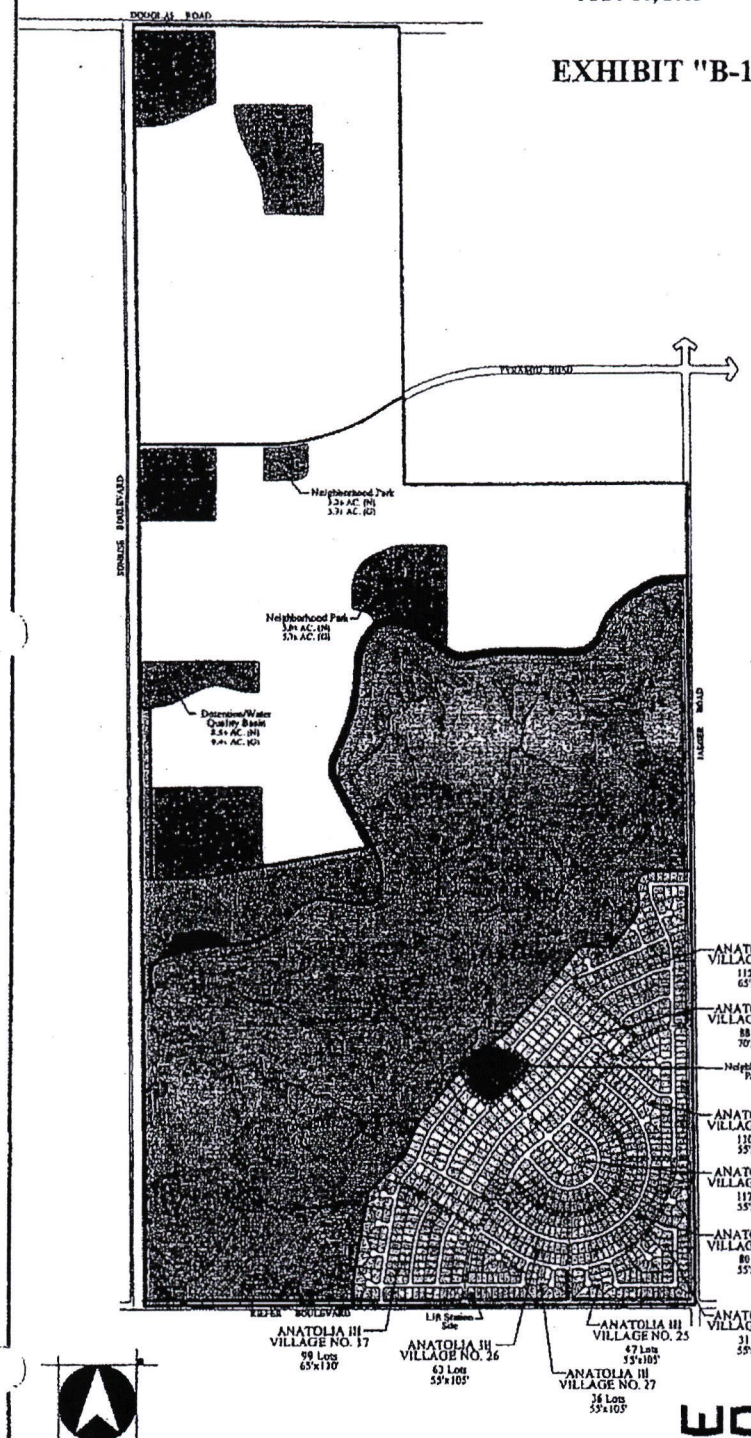
LAND USE MAP

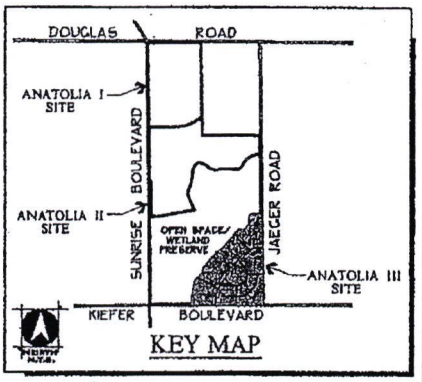
ANATOLIA III

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 30, 2003

EXHIBIT "B-1"





LAND USE SUMMARY TABLE

ANATOLIA III

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS (TYPICAL LOT SIZE)	ACRES GROSS
18 & 19	LDR/RD-4/RD-4	184 LOTS (70'x122')	47.0
17 & 20	LDR/RD-5/RD-5	211 LOTS (65'x110')	53.9
21 - 27	LDR/RD-5/RD-5	484 LOTS (55'x105')	102.1
TOTAL		879 LOTS	203.0

NOTE: GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE/DRAINAGE CORRIDORS.

NORTH
N.T.S.

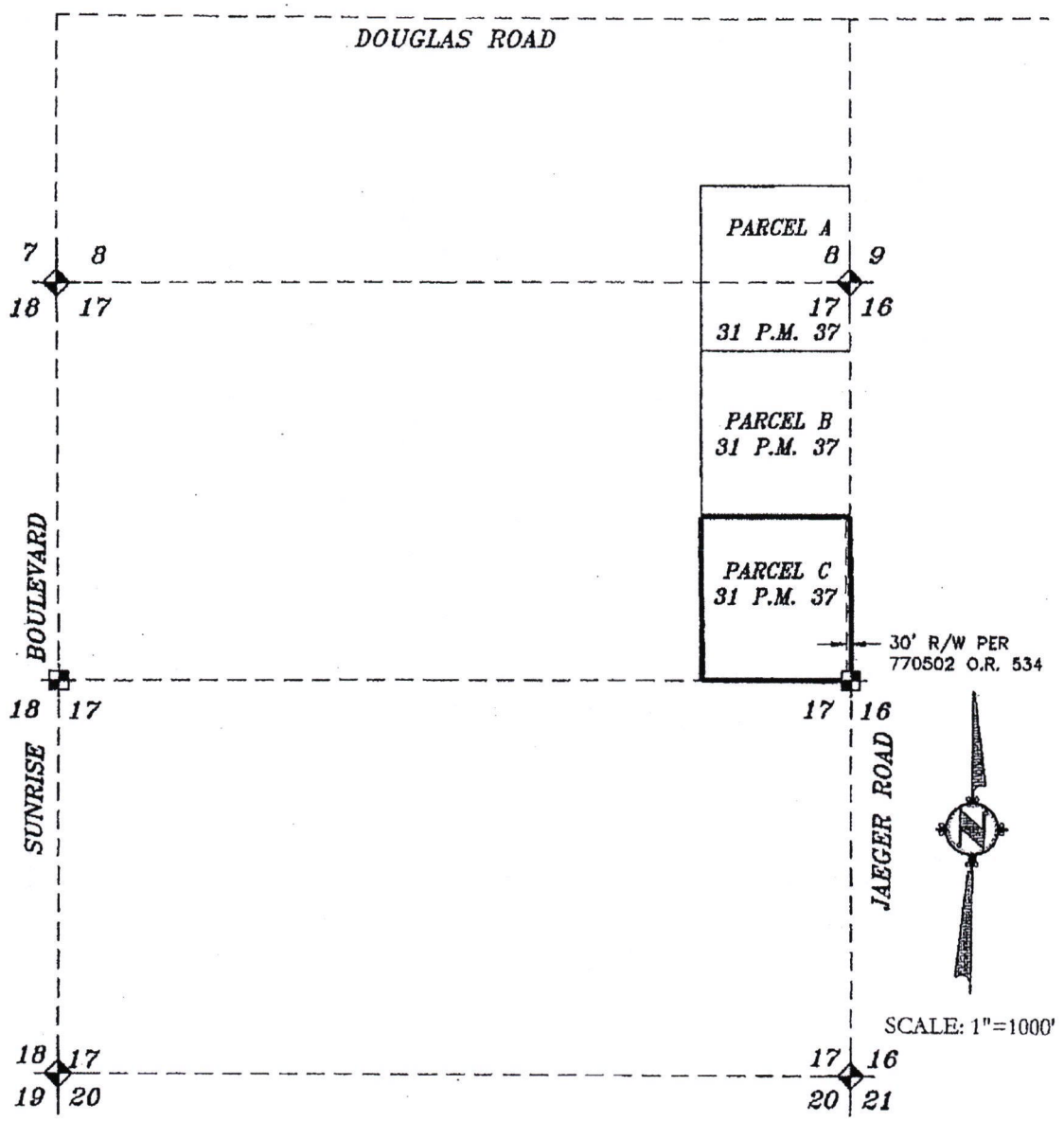
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Anatolia IV

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA IV
A PORTION OF SECTION 17
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

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

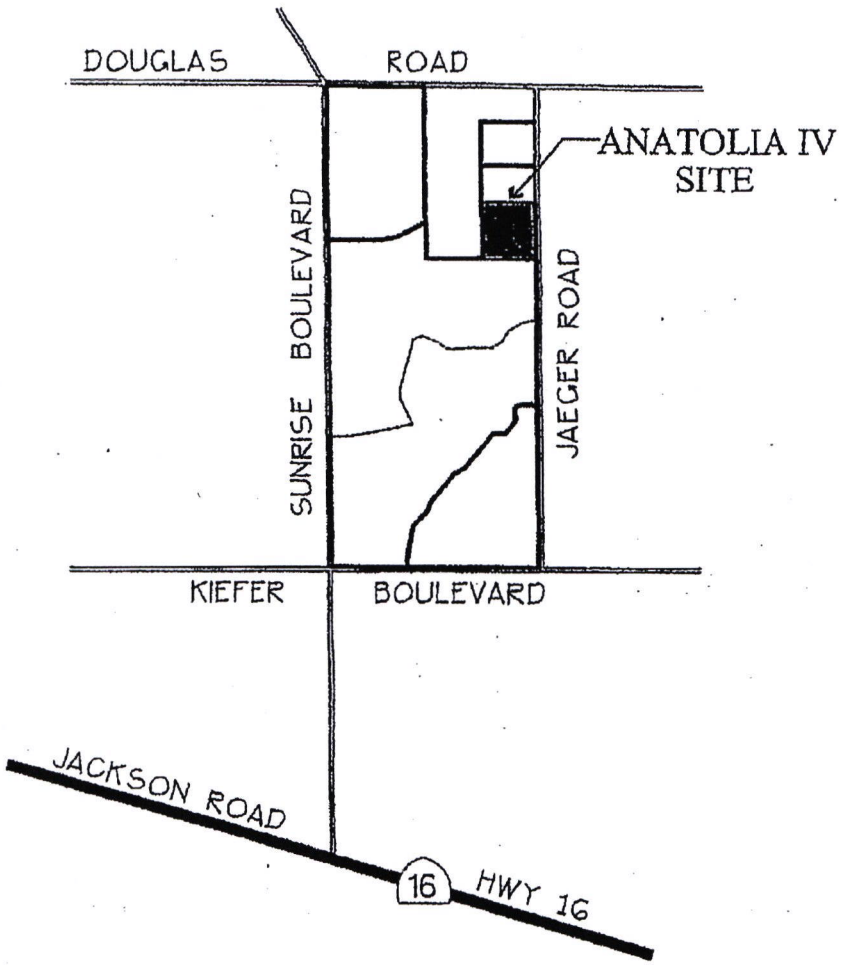
LOCATION MAP

ANATOLIA IV

CITY OF RANCHO CORDOVA, CALIFORNIA

DECEMBER 30, 2004

EXHIBIT "A-3"



NORTH
N.T.S.

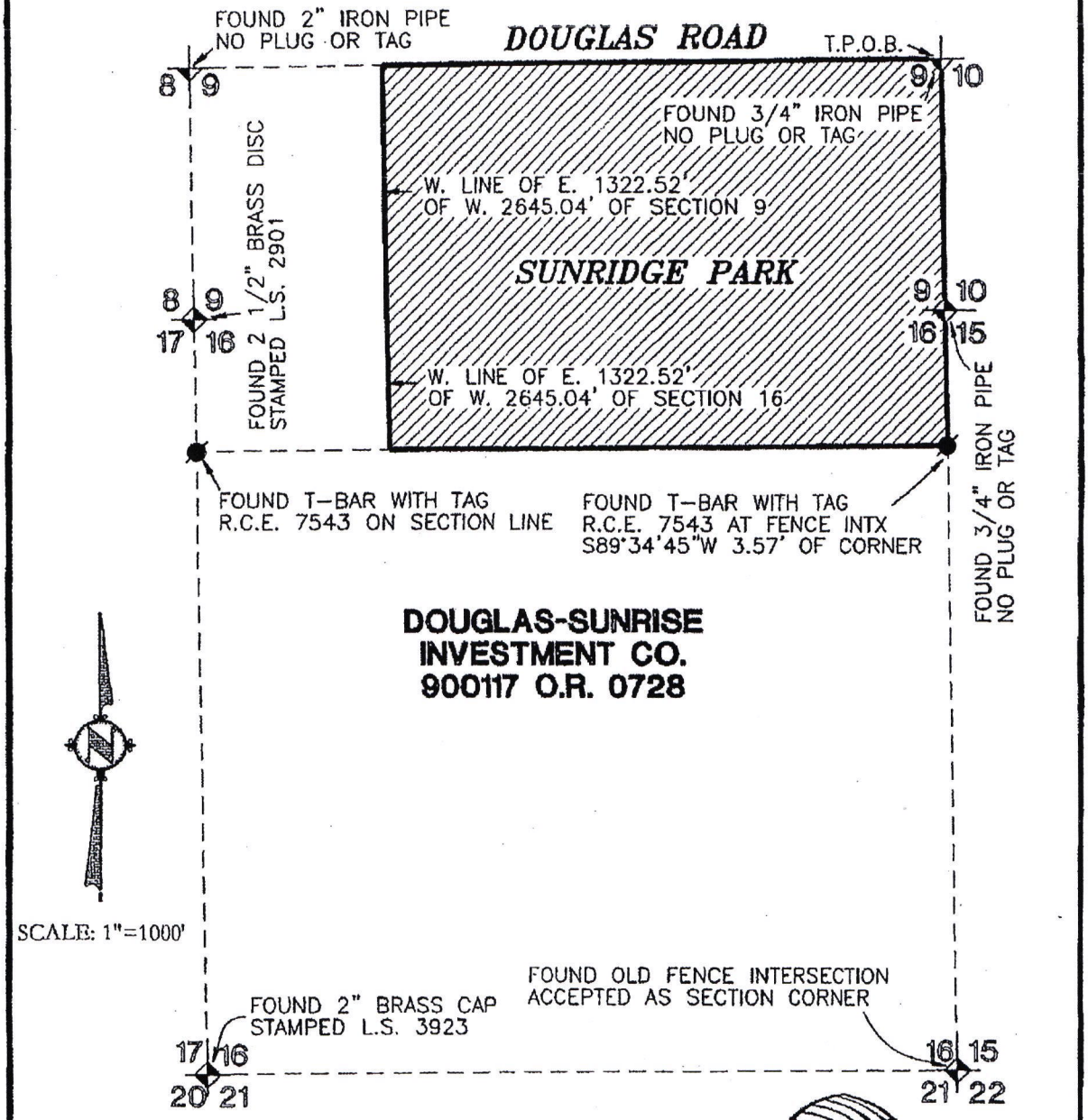
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Sunridge Park I and Sunridge Park II

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK
PORTION OF SECTION 9 & 16
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



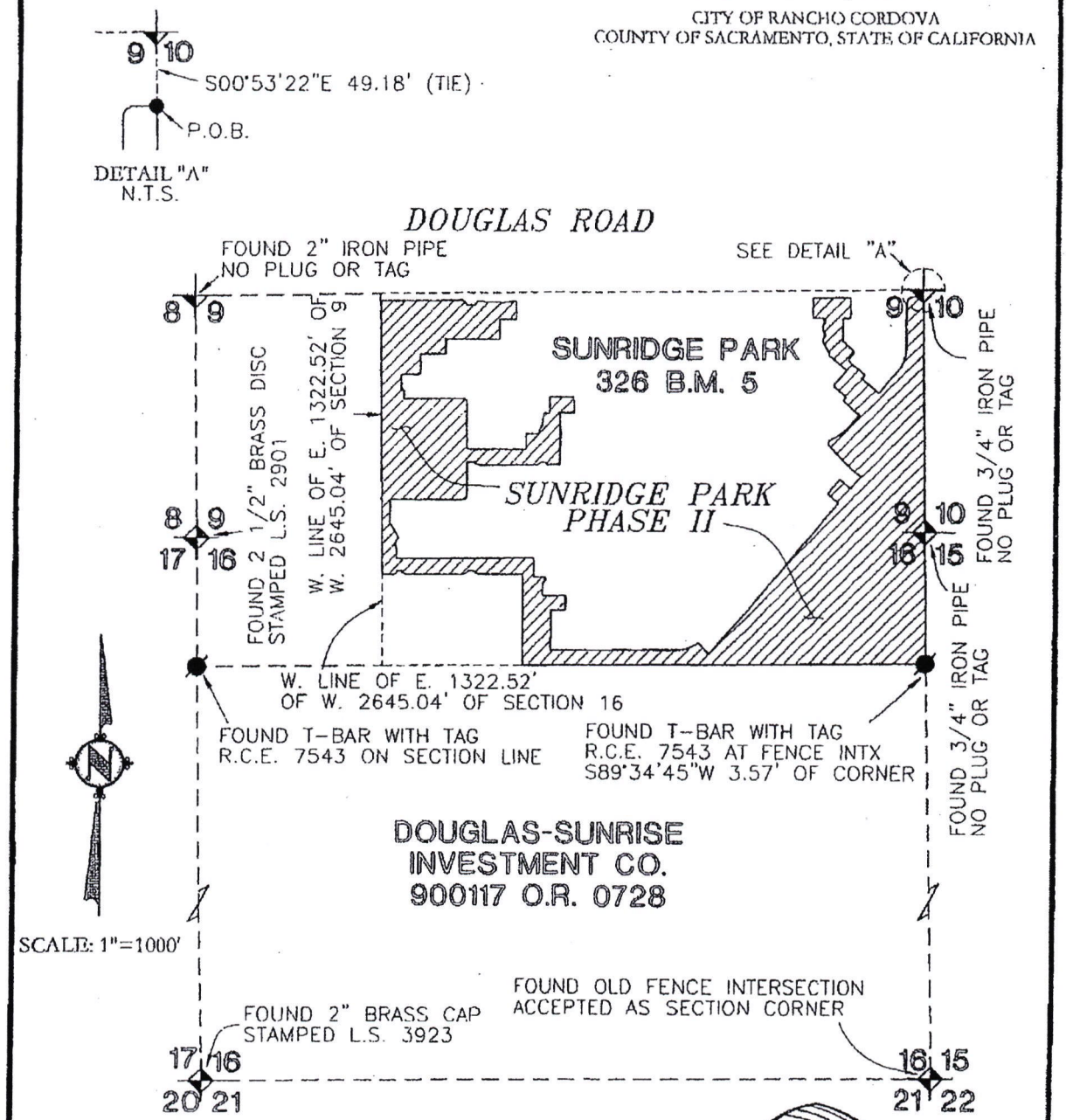
SEE DESCRIPTION FOR
COURSE INFORMATION

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

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
PORTION OF SECTION 9 & 16
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

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

Exhibit A - North Douglas

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

NORTH DOUGLAS
LOTS 1 - 8 - 347 B.M. 9
A PORTION OF RANCHO RIO DE LOS AMERICANOS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SCALE: 1"=1000'

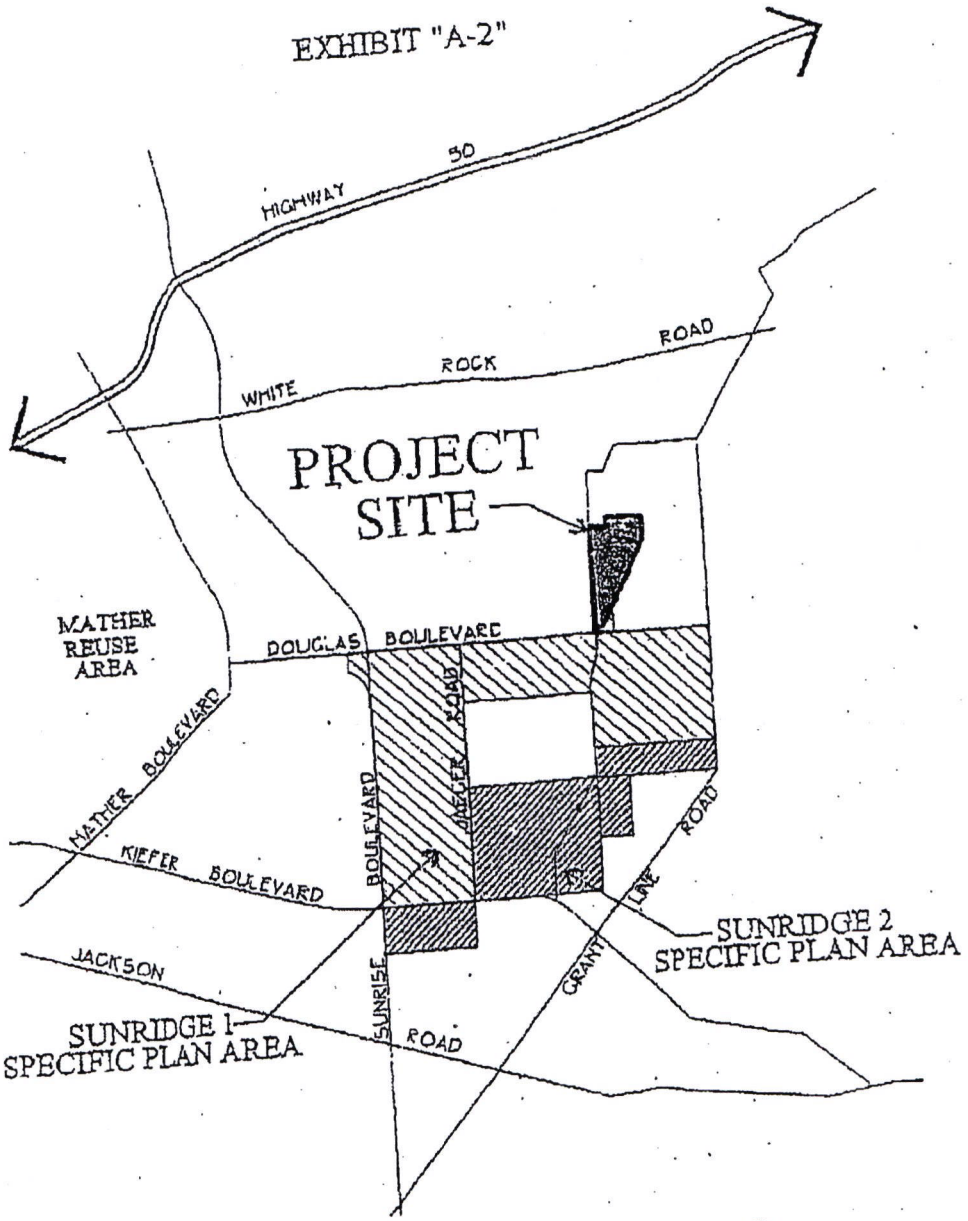
55 P.M. 30

SEE DESCRIPTION FOR
COURSE INFORMATION

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

LOCATION MAP
NORTH DOUGLAS
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 2004

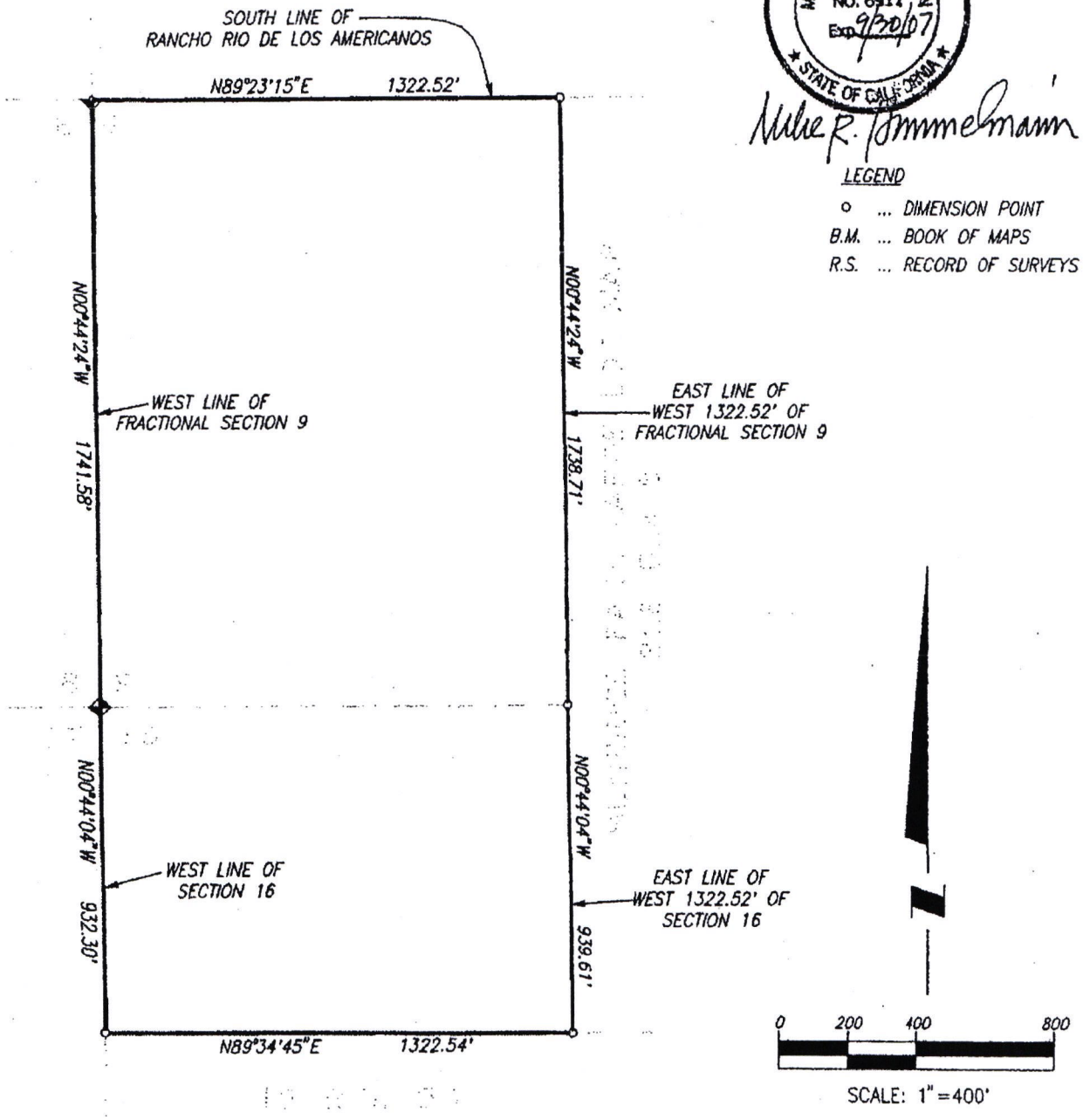
EXHIBIT "A-2"



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
9301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95815
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Lot J

EXHIBIT A-2



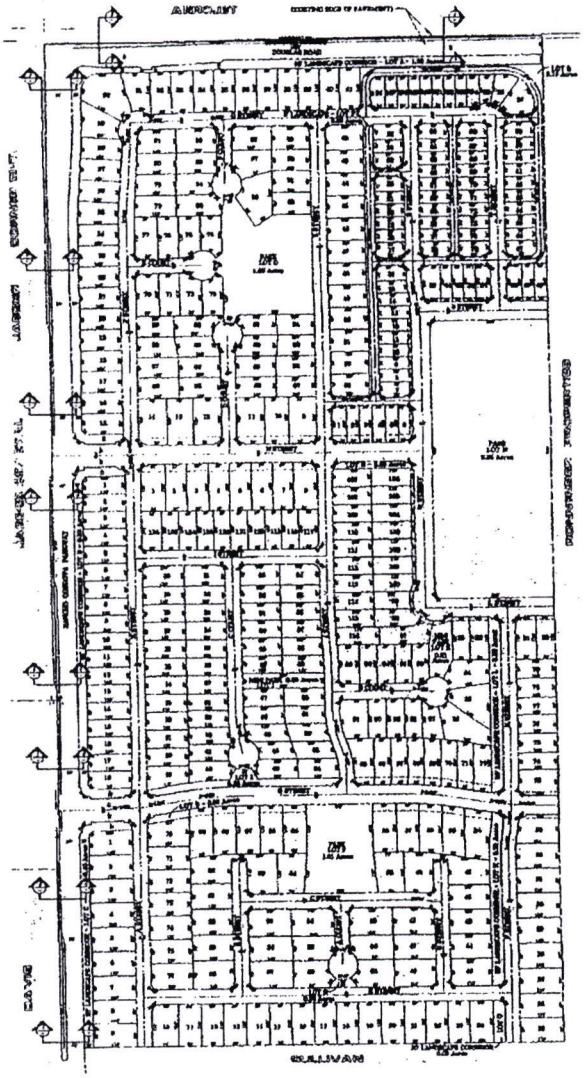
LICENSED LAND SURVEYOR
MIKE R. HIMMELMANN
NO. 6911
Exp. 9/30/07
STATE OF CALIFORNIA

Mike R. Himmelmann

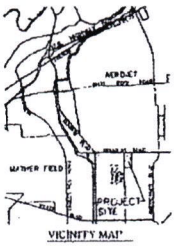
LEGEND

- o ... DIMENSION POINT
- B.M. ... BOOK OF MAPS
- R.S. ... RECORD OF SURVEYS

CALC: MH DRN: DW CKD: MH APRVD: MH	EXHIBIT MAP FOR WEST 1322.52' OF A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, T.8N., R.7E., M.D.B. & M. COUNTY OF SACRAMENTO, CALIFORNIA MSA ENGINEERING, INC. ROSEVILLE, CALIFORNIA	DATE: 3.20.06 SCALE: 1"=400' FB: N/A WO: 03-105







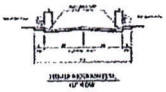
VICINITY MAP

GENERAL NOTES

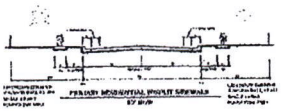
LAND USE SUMMARY

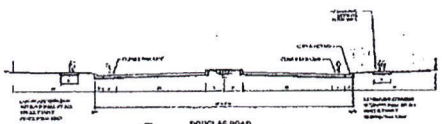




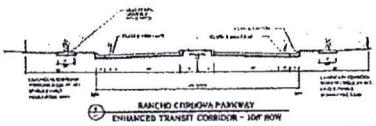




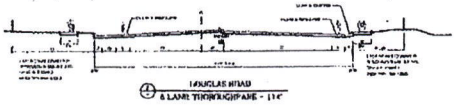




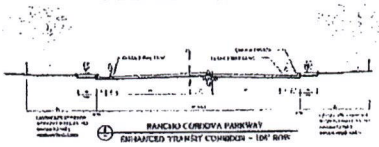
DOUGLAS ROAD
6 LANE THOROUGHFARE - 90'



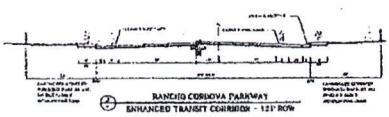
RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 104' ROW



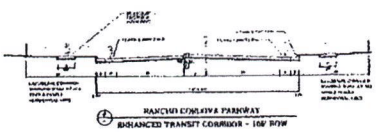
DOUGLAS ROAD
6 LANE THOROUGHFARE - 114'



RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 104' ROW



RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 121' ROW



RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 104' ROW

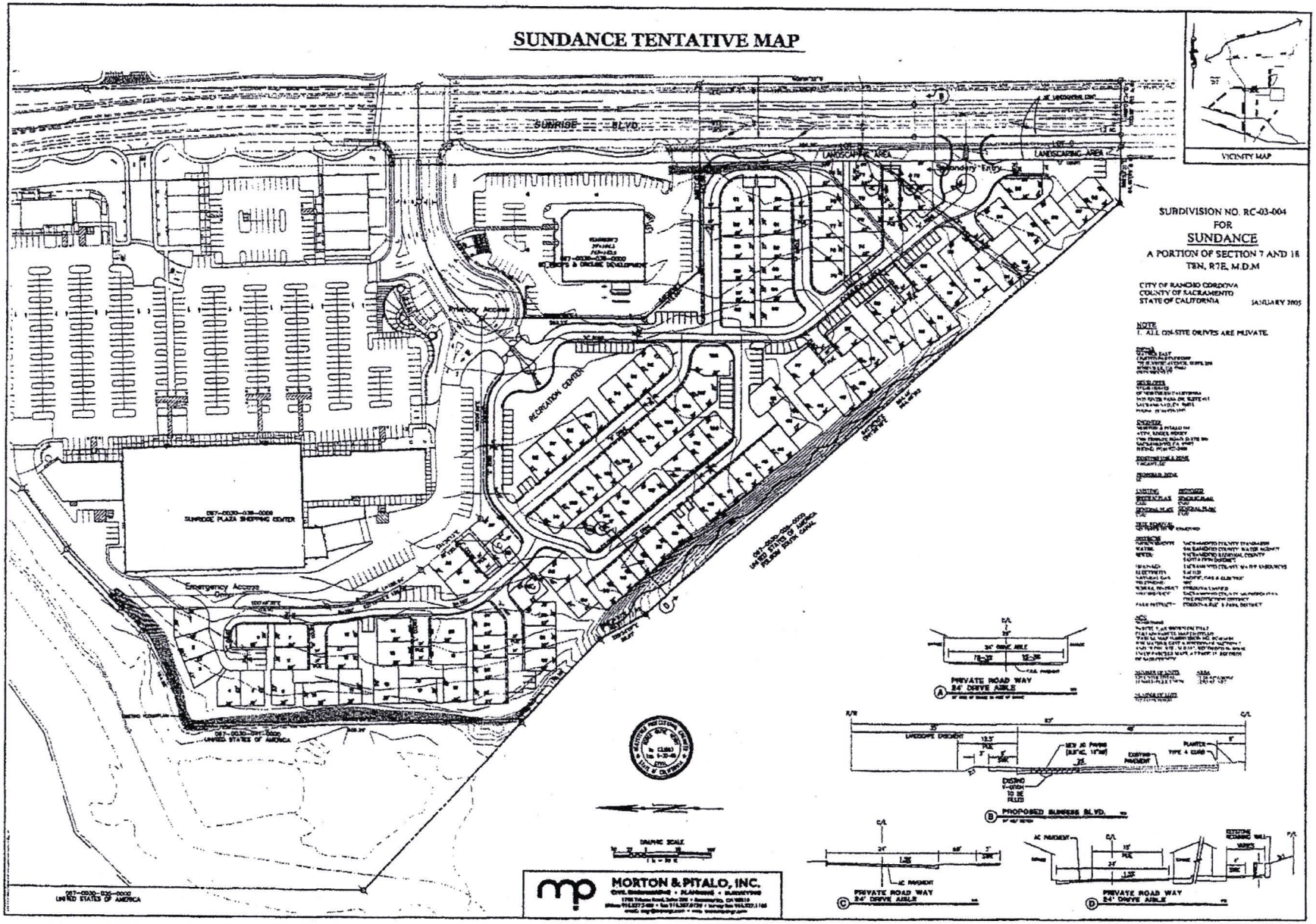
TENTATIVE
SUBDIVISION MAP
STREET AND LOTTING PLAN
MARCH 20, 2006

SUN RIDGE LOT J
SUN RIDGE SPECIFIC PLAN
CITY OF RANCHO CORDOVA, CALIFORNIA

MSA
ENGINEERING

Exhibit A - Sundance

SUNDANCE TENTATIVE MAP



CITY OF RANCHO CORDOVA

ORDINANCE NO. 15-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING TITLE I, CHAPTER 1, ARTICLE 4, SECTIONS 101-801, 101-803, 101-804, 101-805, 101-806, 101-810 AND 101-812, REGARDING DEVELOPMENT AGREEMENTS FOR THE ANATOLIA III; SUNRIDGE PARK I & II; AND NORTH DOUGLAS DEVELOPMENT PROJECTS

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1: Recitals

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the 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. The City has previously approved development agreements for the Anatolia III, Sunridge Park I & II and North Douglas development projects, which are all located within the SunRidge Specific Plan Area ("SRSP Area").

C. Since the approval of the development agreements, the City has approved amendments of zoning conditions and mitigation requirements that change traffic phasing requirements applicable to all developments in the SRSP Area.

D. The City and various developers within the SRSP Area have discussed the changed traffic phasing requirements and have negotiated certain conditions that will allow some developers within the SRSP Area to move forward with the construction of model homes and foundations. In return, some developers have agreed to pay the City additional development fees per residential unit to be used for traffic and park improvements.

E. Development Agreement Amendments between the City of Rancho Cordova and: Sunridge LLC; Rancho 80 LLC; Sunridge Park Limited Partnership; Beazer Homes Holding Corp.; U.S. Home/KB North Douglas LLC; Woodside Vistas Inc.; Woodside Mariposa, Inc.; Woodside Eclipse, Inc.; Woodside Bella Brisas, Inc.; Centex Homes; and Pleasant Valley Investments

LC, have been presented to the City Council, copies of which are attached hereto as Attachments 1-13.

F. On March 30, 2006, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement Amendments.

G. On April 3, 2006, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

H. In 2002, Sacramento County ("County"), certified as adequate and complete the Final EIR (the "EIR") for Sunridge Specific Plan and Zoning Ordinance for the Sunridge Park Project property.

I. Pursuant to the California Environmental Quality Act, the City has previously performed Initial Studies and issued Mitigated Negative Declarations for the Anatolia III, Sunridge Park I & II, and North Douglas Tentative Subdivision Maps, which concluded that: (a) the Anatolia III, Sunridge Park I & II, and North Douglas Projects will not have a significant impact on the environment due to the mitigation measures adopted by the City and for the following reasons: i) they will not have the potential to degrade the quality of the environment or negatively impact fish or wildlife species, including plants, or damage archaeologically significant resources; ii) they will not result in considerable cumulative impacts on the environment; iii) they will not result in environmental effects that directly or indirectly cause substantial adverse effects on human beings; and iv) the environmental impacts of the projects have been reduced to a less than significant level; and (b) that the preparation of an environmental impact reports pursuant to the Environmental Quality Act were not required.

J. The City has prepared and approved an Addendum to the EIR, which addresses the changes in the traffic phasing requirements for the SRSP. On the basis of the Addendum to the EIR and the whole record, there is no substantial evidence the amendment of the traffic phasing requirements will have a significant adverse impact on the environment that was not previously identified and addressed by the EIR.

K. The changes to the traffic phasing requirements of the SRSP are consistent with the future adopted General Plan. There is little or no probability that the changes to the traffic phasing requirements will be detrimental to or interfere with the implementation of the future adopted General Plan and the changes are consistent with the goals and policies of the interim General Plan documents that have been adopted by the City Council.

Section 2: Findings and Determinations

Therefore, on the basis of the foregoing Recitals, which are incorporated herein, the City of Rancho Cordova's General Plan, the Sunridge Specific Plan, the County's EIR, the City's EIR Addendum, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement Amendments are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, and in the Sunridge Specific Plan in that: (a) the Sunridge Specific Plan traffic phasing requirements were reflected in certain Zoning Ordinances adopted by the County, which were found consistent with the County's General Plan and the Sunridge Specific Plan; (b) the Rancho Cordova Transportation Infrastructure Phasing Study prepared by Fehr & Peers, and dated March 23, 2006, has found that the revised phasing of roadway improvements implements the intent of the prior Sunridge Specific Plan Zoning Ordinances, and is consistent with the Roadway System Map in the Circulation Plan, adopted as the City's Interim General Plan (Circulation Element) on May 16, 2005; (c) the projects remain consistent with the fiscal policies of the General Plan and the Sunridge Specific Plan with respect to provision of infrastructure and public services, and (d) the Development Agreement Amendments do not alter previous Development Agreement provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

B. The Development Agreement Amendments do not alter the basis of previous findings in support of the original Development Agreements finding the projects compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located.

C. The Development Agreement Amendments are in conformity with public convenience, general welfare and good land use policies in that the Anatolia III, Sunridge Park I & II, and North Douglas Projects will continue to implement land use guidelines set forth in the Sunridge Specific Plan and the General Plan, which have planned for residential uses at this location.

D. The Development Agreement Amendments will not be detrimental to the health, safety and general welfare in that the Anatolia III, Sunridge Park I & II, and North Douglas projects will continue to proceed in accordance with all the programs and policies of the Sunridge Specific Plan. The impacts of the developments on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The Development Agreement Amendments will not adversely affect the orderly development of property or the preservation of property values in that

the projects will be consistent with the General Plan and with the Sunridge Specific Plan.

F. The Development Agreements, as amended, are consistent with the provisions of Government Code Sections 65864 through 65869.5 in that they include all the substantive elements and have been processed consistent with all the procedural requirements of Government Code Sections 65864 through 65869.5.

Section 3: Approval

The City Council hereby approves the Development Agreement Amendments (Attachments 1-13) and authorizes the City Manager to sign each after the effective date of the amendment in Section 4, below.

Section 4: Amendment of the Zoning Code

The following sections of Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, "Comprehensive Zoning Plans," are hereby amended to reflect the Development Agreement Amendments as follows:

a. Section 101-801. "Development agreement for Anatolia III" is amended to include the following:

- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Lennar Renaissance, Inc. Relative to Villages 9 and 11 of Anatolia III.
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Centex Homes Relative to 23 of Anatolia III.

b. "101-803. Development Agreement between the City and Rancho 80, LLC, a California limited liability company" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Rancho 80, LLC Relative to Sunridge Park.

c. "101-804. Development Agreement between the City and Woodside Sunridge, Inc, a California Corporation" is amended to include the following:

- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Woodside Vistas Inc. relative to Villages 7, 8A and 8B of Sunridge Park
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Woodside Mariposa, Inc. relative to Villages 4A and 4B of Sunridge Park

- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Woodside Eclipse, Inc. relative to Villages 6 of Sunridge Park
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Woodside Bella Brisas, Inc. relative to Villages 1A and 11A of Sunridge Park

d. "101-805. Development Agreement between the City and Sunridge Park Limited Partnership, a California limited partnership" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Sunridge Park Limited Partnership Relative to Sunridge Park.

e. "101-806. Development Agreement between the City and Beazer Homes Holdings Corporation, a Delaware corporation" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and Beazer Homes Holdings Corporation Relative to Sunridge Park

f. "101-810. Development Agreement for North Douglas" is amended to include the First Amendment to Development Agreement By and Between the City of Rancho Cordova and U.S. Home/KB North Douglas LLC Relative to North Douglas I and II.

g. "101-813. Development Agreement for Sunridge Park Phase II" is amended to include the following:

- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Beazer Homes Holding Corp. relative to Villages 9B and 10B of Sunridge Park –Phase II
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Pleasant Valley Investments LC, relative to Villages 1B, 4C, 4D, 8C and 11B of Sunridge Park – Phase II
- First Amendment to Development Agreement By and Between the City of Rancho Cordova and Sunridge Park Limited Partnership relative to Villages 2B, 5C, and 5D of Sunridge Park – Phase II

Section 5: Recordation

Within ten (10) days after the Development Agreement Amendments are executed by the City Manager, the City Clerk shall submit the Agreement Amendments to the County Recorder for recordation.

Section 6: Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

* * * * *

PASSED, APPROVED AND ADOPTED this 17th day of April, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

APPROVED:

_____

MAYOR

ATTEST:

_____

CITY CLERK

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND LENNAR RENAISSANCE, INC. RELATIVE TO VILLAGES 9 AND 11 OF ANATOLIA III

This First Amendment to Development Agreement ("**Amendment**"), dated for reference purposes only as of _____, 2006 is entered into by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**"), and LENNAR RENAISSANCE, INC., a California corporation ("**Landowner**"), who agree as follows:

RECITALS

A. City and Sunridge, LLC, a California limited liability company ("**Prior Owner**") entered into that certain Development Agreement dated November 20, 2003 ("**Agreement**") recorded on December 5, 2003, in the Office of the Sacramento County Recorder in Book 031205, page 1484, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. For purposes of this Amendment, the term "**Property**" shall refer to the portion of the Overall Property known as Villages 9 and 11 at Anatolia III and sometimes referred to as the Anatolia III interim detention basin, as more particularly described on Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference.

C. Prior Owner and Landowner entered into that certain Assignment and Assumption Agreement Relative to Anatolia III dated February 23, 2005 (the "**Assignment**") and recorded on February 28, 2005, in the Office of the Sacramento County Recorder in Book 20050228, Page 1460, Official Records, pursuant to which Prior Owner assigned and Landowner assumed all of the right, title, interest, burdens and obligations of landowner under the Agreement with respect to the Property.

D. Pursuant to a separate agreement between Landowner and Sunridge-Anatolia LLC, a California limited liability company ("**Master Developer**"), Landowner is obligated to convey title to the Property to Master Developer at a future date. Master Developer is required pursuant to a park development agreement with the Cordova Recreation and Park District (the "**District**") to construct certain turn key park improvements for the Anatolia I and II projects located within the City, with the District being responsible for any cost overruns or shortfall for the construction of such improvements.

E. Landowner has caused Master Developer, as the owner of Anatolia IV, to become obligated to participate in paying the "new development fee," which shall be used by the City to fund certain roadway improvements and by the Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City (the "**Master Developer Funding Commitment**"). The Master Developer Funding Commitment shall be memorialized in that certain Development Agreement by and between the City of Rancho Cordova and Sunridge-Anatolia, LLC relative to Anatolia IV to be entered into concurrently herewith.

F. City has, in return for Landowner's obtaining the Master Developer Funding Commitment, amended certain zoning and map conditions affecting a portion of the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

G. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

H. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

I. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/ Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006, by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revision of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, and the Amendment shall be sometimes collectively referenced herein as the "**Additional Project Approvals.**")

2. Consideration for Landowner's Obtaining the Master Developer's Funding Commitment. Landowner's delivery of the Master Developer's Funding Commitment is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals.

3. Vesting and Development Rights. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, this Amendment, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement. Landowner shall be entitled to develop the Property and obtain final map(s) and building permits for 81 residential units for the Property regardless of the total number of building permits which have been issued within the City at such time that such final map is approved or such building permits are issued.

4. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project upon the removal of existing drainage detention basins.

5. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

6. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

7. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

8. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"LANDOWNER"

LENNAR RENAISSANCE, INC.,
a California corporation

By:_____
Name: _____
Its :_____
Date:_____

EXHIBIT LIST

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Diagram of the Property

1143.083
02/21/06
CES

EXHIBIT A-1

DESCRIPTION OF
ANATOLIA III INTERIM DETENTION BASIN

All that certain real property situate in a portion of Section 20, Township 8, North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being a portion of the remainder as shown on that certain Final Map entitled "Anatolia III Village 24" filed for record in Book 332 of Maps, at Page 4, Sacramento County Records and further described as follows:

COMMENCING at a found 3/4 inch iron pipe with plug stamped L.S. 7944 marking the centerline intersection of Kiefer Boulevard and Country Garden Drive as shown on said map; thence along the South line of the Southeast One-Quarter of said Section 20, North 89°45'51" East a distance of 62.44 to the East Boundary line of said Anatolia III Village 24; thence along said East Boundary line of Anatolia III Village 24, North 00°14'09" West a distance of 38.00 feet to the True Point of Beginning; thence from said **TRUE POINT OF BEGINNING** along the said East Boundary line of Anatolia III Village 24 for the following sixteen (16) arcs, courses and distances:

1. North 00°14'09" West a distance of 6.00 feet to a point of curvature;
2. from a radial line which bears South 00°14'09" East, 39.79 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 91°11'14";
3. North 20°47'25" West a distance of 5.38 feet to a point of curvature;
4. from a radial line which bears North 88°54'35" West, 79.75 feet along the arc of a non-tangent 2065.00 foot radius curve to the right through a central angle of 02°12'46" to a point of compound curvature;
5. 30.18 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 86°27'40";
6. North 89°45'51" East a distance of 7.50 feet;
7. North 00°14'09" West a distance of 40.00 feet;
8. South 89°45'51" West a distance of 7.00 feet to a point of curvature;
9. 33.43 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 95°46'15";
10. North 84°27'54" West a distance of 4.00 feet to a point of curvature;
11. from a radial line which bears North 84°27'54" West, 83.20 feet along the arc of a non-tangent 2075.00 foot radius curve to the right through a central angle of 02°17'50";
12. North 89°45'51" East a distance of 124.40 feet;
13. North 00°14'39" West a distance of 51.08 feet;
14. North 09°02'05" East a distance of 110.00 feet;
15. North 11°37'08" East a distance of 53.02 feet; and
16. North 19°43'26" East a distance of 51.27 feet;

Thence leaving said East Boundary line of Anatolia III Village 24 for the following thirty eight (38) arcs, courses and distances:

1. South 59°17'59" East a distance of 138.31 feet;
2. South 49°01'45" East a distance of 44.90 feet;
3. South 57°54'01" East a distance of 110.61 feet;
4. South 29°20'02" West a distance of 56.94 feet;
5. South 72°22'27" East a distance of 171.38 feet to a point of curvature;
6. from a radial line which bears North 72°22'27" West, 17.62 feet along the arc of a non-tangent 230.00 foot radius curve to the right through a central angle of 04°23'19";
7. North 22°00'51" East a distance of 63.36 feet to a point of curvature;
8. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10" to a point of reverse curvature;
9. 173.11 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 09°23'32" to a point of reverse curvature;
10. 30.62 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°43'48";
11. South 08°13'18" West a distance of 6.19 feet;
12. South 81°46'42" East a distance of 40.00 feet;
13. North 08°13'18" East a distance of 6.00 feet to a point of curvature;
14. 30.72 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 88°00'33" to a point of reverse curvature;
15. 76.21 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 04°08'07" to a point of reverse curvature;
16. 30.60 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°39'23";
17. North 89°45'07" East a distance of 48.00 feet to a point of curvature;
18. from a radial line which bears South 89°45'07" West, 30.60 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 87°39'23" to a point of reverse curvature;
19. 76.60 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 04°09'21" to a point of reverse curvature;
20. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10";
21. South 08°52'41" East a distance of 6.00 feet;
22. North 81°07'19" East a distance of 40.00 feet;
23. North 08°52'41" West a distance of 6.00 feet to a point of curvature;
24. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10" to a point of reverse curvature;
25. 168.64 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 09°08'59" to a point of reverse curvature;
26. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10";
27. South 22°17'20" East a distance of 6.00 feet;
28. North 67°42'40" East a distance of 40.00 feet;
29. North 22°17'20" West a distance of 6.00 feet to a point of curvature;
30. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 87°52'10" to a point of reverse curvature;

31. 137.37 feet along the arc of a tangent 1056.00 foot radius curve to the left through a central angle of 07°27'12";
32. South 31°52'21" East a distance of 154.42 feet;
33. South 52°32'30" East a distance of 82.10 feet;
34. North 89°45'51" East a distance of 221.04 feet;
35. North 00°45'33" West a distance of 195.95 feet;
36. North 89°14'27" East a distance of 145.00 feet;
37. North 00°45'33" West a distance of 35.04 feet; and
38. North 89°14'27" East a distance of 130.00 feet to the westerly right-of-way of Jaeger Road as described in Book 20040722, at Page 0683, Official Records of Sacramento County ;

Thence along the said westerly right-of-way of Jaeger Road and the northerly right-of-way of Kiefer Boulevard for the following twenty three (23) arcs, courses and distances:

1. South 00°45'33" East a distance of 105.45 feet;
2. North 86°45'10" West a distance of 6.00 feet;
3. South 03°14'50" West a distance of 200.58 feet;
4. South 00°45'33" East a distance of 164.98 feet to a point of curvature;
5. 39.50 feet along the arc of a tangent 25.00 foot radius curve to the right through a central angle of 90°31'24" to the northerly right-of-way of Kiefer Boulevard;
6. South 89°45'51" West a distance of 136.39 feet;
7. North 00°14'09" West a distance of 7.00 feet;
8. South 89°45'51" West a distance of 28.00 feet;
9. South 00°14'09" East a distance of 7.00 feet;
10. South 87°45'35" West a distance of 200.12 feet;
11. South 89°45'51" West a distance of 53.42 feet;
12. South 00°14'09" East a distance of 6.00 feet;
13. South 89°45'51" West a distance of 683.00 feet;
14. North 00°14'09" West a distance of 6.00 feet to a point of curvature;
15. thence from a radial line which bears South 00°14'09" East, 39.26 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 89°59'16";
16. South 89°45'07" West a distance of 6.00 feet;
17. North 00°14'53" West a distance of 6.02 feet;
18. South 89°45'07" West a distance of 42.00 feet;
19. South 00°14'53" East a distance of 6.00 feet;
20. South 89°45'07" West a distance of 6.00 feet to a point of curvature;
21. from a radial line which bears North 89°45'07" East, 39.28 feet along the arc of a non-tangent 25.00 foot radius curve to the right through a central angle of 90°00'44";
22. South 00°14'09" East a distance of 6.00 feet; and
23. South 89°45'51" West a distance of 901.45 feet to the True Point of Beginning.

Containing 17.596 acres of land, more or less.

1143.083
02/21/06
CES

The Basis of Bearings for this survey is the California State Plane coordinate system, Zone 2, NAD 83, Epoch date 1997.30, as measured between NGS station "Sheldon", 1st order and NGS station "G 1414" 1st order. said bearing is North 72°44'09" East. Distances shown are ground based.

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

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

Date: 2/21/06



PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA
J:\Jobs\1143-Anatolia-III\1143-Anatolia-III-V23\Geomatics\docs\Descriptions\AIII-V23-BASIN.doc

EXHIBIT A-2

Diagram of the Property

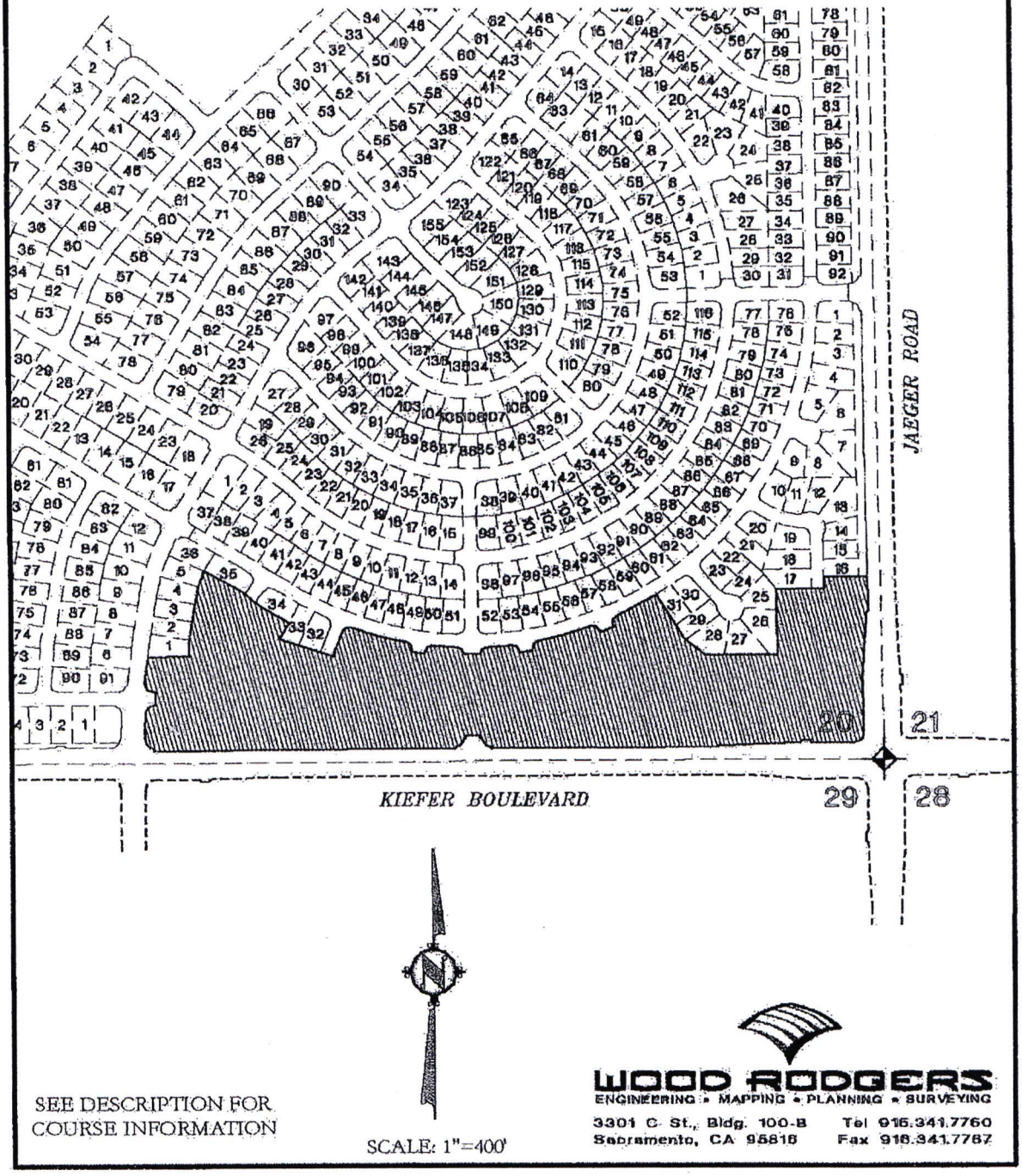
[See the attached]

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III INTERIM DETENTION BASIN
A PORTION OF VILLAGE 23
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND CENTEX HOMES RELATIVE TO VILLAGE 23 OF ANATOLIA III

This First Amendment to Development Agreement ("**Amendment**"), dated for reference purposes only as of _____, 2006 is entered into by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**"), and CENTEX HOMES, a Nevada general partnership ("**Landowner**"), who agree as follows:

RECITALS

A. City and Sunridge, LLC, a California limited liability company ("**Prior Owner**") entered into that certain Development Agreement dated November 20, 2003 ("**Agreement**") recorded on December 5, 2003, in the Office of the Sacramento County Recorder in Book 031205, page 1484, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. For purposes of this Amendment, the term "**Property**" shall refer to the portion of the Overall Property known as Village 23 at Anatolia III and sometimes referred to as the Anatolia III interim detention basin, as more particularly described on Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference.

C. Prior Owner and Landowner entered into that certain Assignment and Assumption Agreement Relative to Anatolia III dated February 24, 2005, (the "**Assignment**") and recorded on February 28, 2005, in the Office of the Sacramento County Recorder in Book 200502-28, Page 1461, Official Records, pursuant to which Prior Owner assigned and Landowner assumed all of the right, title, interest, burdens and obligations of landowner under the Agreement with respect to the Property.

D. Pursuant to a separate agreement between Landowner and Sunridge-Anatolia LLC, a California limited liability company ("**Master Developer**"), Landowner is obligated to convey title to the Property to Master Developer at a future date. Master Developer is required pursuant to a park development agreement with the Cordova Recreation and Park District (the "**District**") to construct certain turn key park improvements for the Anatolia I and II projects located within the City, with the District being responsible for any cost overruns or shortfall for the construction of such improvements.

E. Landowner has caused Master Developer, as the owner of Anatolia IV, to become obligated to participate in paying the "new development fee," which shall be used by the City to fund certain roadway improvements and by the Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City (the "**Master Developer Funding Commitment**"). The Master Developer Funding Commitment shall be memorialized in that certain Development Agreement by and between the City of Rancho Cordova and Sunridge-Anatolia, LLC relative to Anatolia IV to be entered into concurrently herewith.

F. City has, in return for Landowner's obtaining the Master Developer Funding Commitment, amended certain zoning and map conditions affecting a portion of the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

G. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

H. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

I. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/ Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006, by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revision of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, and the Amendment shall be sometimes collectively referenced herein as the "**Additional Project Approvals**.")

2. Consideration for Landowner's Obtaining the Master Developer's Funding Commitment. Landowner's delivery of the Master Developer's Funding Commitment is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals.

3. Vesting and Development Rights. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, this Amendment, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement. Landowner shall be entitled to develop the Property and obtain final map(s) and building permits for 81 residential units for the Property regardless of the total number of building permits which have been issued within the City at such time that such final map is approved or such building permits are issued.

4. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project upon the removal of existing drainage detention basins.

5. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

6. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

7. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

8. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

9. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"LANDOWNER"

CENTEX HOMES,
a Nevada general partnership

By:_____
Name: _____
Its :_____
Date:_____

EXHIBIT LIST

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Diagram of the Property

1143.083
3/23/06
CES

EXHIBIT "A-1"

DESCRIPTION OF
ANATOLIA III VILLAGE 23

All that certain real property situate in a portion of Section 20, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Anatolia III as described in the Certificate of Compliance entitled "Description of Anatolia III," filed for record in Book 20031218, at Page 1039, Official Records of Sacramento County said property being more particularly described as follows:

Commencing at a found two-and one-half inch (2-1/2") brass disk stamped LS 7944 marking the Southeast corner of said Section 20 as shown on that certain Final Map entitled "Anatolia III Village 24" filed for record in Book 332 of Maps, at Page 4, Sacramento County Records; thence along the East line of said Section 20, North 00°45'33" West a distance of 546.86 feet to the True Point of Beginning; thence from said **TRUE POINT OF BEGINNING** leaving said East line of Section 20 for the following thirty eight (38) arcs, courses and distances:

1. South 89°14'27" West a distance of 168.00 feet;
2. South 00°45'33" East a distance of 35.04 feet;
3. South 89°14'27" West a distance of 145.00 feet;
4. South 00°45'33" East a distance of 195.95 feet;
5. South 89°45'51" West a distance of 221.04 feet;
6. North 52°32'30" West a distance of 82.10 feet;
7. North 31°52'21" West a distance of 154.42 feet to a point of curvature;
8. from a radial line which bears South 31°52'21" East, 137.37 feet along the arc of a non-tangent 1056.00 foot radius curve to the right through a central angle of 07°27'12" to a point of reverse curvature;
9. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10";
10. South 22°17'20" East a distance of 6.00 feet;
11. South 67°42'40" West a distance of 40.00 feet;
12. North 22°17'20" West a distance of 6.00 feet to a point of curvature;
13. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10" to a point of reverse curvature;
14. 168.64 feet along the arc of a tangent 1056.00 foot radius curve to the right through a central angle of 09°08'59" to a point of reverse curvature;
15. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10";
16. South 08°52'41" East a distance of 6.00 feet;
17. South 81°07'19" West a distance of 40.00 feet;
18. North 08°52'41" West a distance of 6.00 feet to a point of curvature;
19. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10" to a point of reverse curvature;
20. 76.60 feet along the arc of a tangent 1056.00 foot radius curve to the right through a central angle of 04°09'21" to a point of reverse curvature;

21. 30.60 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°39'23";
22. South 89°45'07" West a distance of 48.00 feet to a point of curvature;
23. from a radial line which bears North 89°45'07" East, 30.60 feet along the arc of a non-tangent 20.00 foot radius curve to the left through a central angle of 87°39'23" to a point of reverse curvature;
24. 76.21 feet along the arc of a tangent 1056.00 foot radius curve to the right through a central angle of 04°08'07" to a point of reverse curvature;
25. 30.72 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 88°00'33";
26. South 08°13'18" West a distance of 6.00 feet;
27. North 81°46'42" West a distance of 40.00 feet;
28. North 08°13'18" East a distance of 6.00 feet to a point of reverse curvature;
29. 30.62 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°43'48" to a point of reverse curvature;
30. 173.11 feet along the arc of a tangent 1056.00 foot radius curve to the right through a central angle of 09°23'32" to a point of reverse curvature;
31. 30.67 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°52'10";
32. South 22°00'51" West a distance of 63.36 feet to a point of curvature;
33. 17.62 feet along the arc of a tangent 230.00 foot radius curve to the left through a central angle of 04°23'19";
34. North 72°22'27" West a distance of 171.38 feet;
35. North 29°20'02" East a distance of 56.94 feet;
36. North 57°54'01" West a distance of 110.61 feet;
37. North 49°01'45" West a distance of 44.90 feet; and
38. North 59°17'59" West a distance of 138.31 feet to an angle point in the East Boundary line of that certain Final Map entitled "Anatolia III Village 24" filed for record in Book 332 of Maps, at Page 4, Sacramento County Records.

Thence along the East Boundary line of said Anatolia III Village 24 for the following ten (10) arcs, courses and distances:

1. North 66°11'35" West a distance of 115.00 feet;
2. from a radial line which bears North 66°11'35" West, 57.14 feet along the arc of a non-tangent 475.00 foot radius curve to the right through a central angle of 06°53'34";
3. South 59°18'00" East a distance of 4.00 feet to a point of curvature;
4. from a radial line which bears North 59°18'00" West, 31.42 feet along the arc of a non-tangent 20.00 foot radius curve to the right through a central angle of 90°00'02";
5. South 59°17'59" East a distance of 7.00 feet;
6. North 30°42'01" East a distance of 40.00 feet;
7. North 59°17'59" West a distance of 14.00 feet to a point of curvature;
8. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the right through a central angle of 90°00'00";
9. North 59°17'59" West a distance of 4.00 feet; and

10. North 30°42'01" East a distance of 85.00 feet to the South Boundary line of that certain Final Map entitled "Anatolia III Village 22" filed for record in Book 333 of Maps, at Page 9, Sacramento County Records;

Thence along said South and East Boundary lines of Anatolia III Village 22 for the following thirty nine (39) arcs courses and distances:

1. South 59°17'59" East a distance of 253.93 feet;
2. South 54°33'50" East a distance of 64.17 feet;
3. South 56°23'34" East a distance of 53.79 feet;
4. South 59°46'35" East a distance of 53.79 feet;
5. South 63°09'36" East a distance of 53.79 feet;
6. South 66°32'37" East a distance of 53.79 feet;
7. South 69°55'37" East a distance of 53.79 feet;
8. South 73°18'38" East a distance of 53.79 feet;
9. South 76°41'39" East a distance of 53.79 feet;
10. South 80°04'40" East a distance of 53.79 feet;
11. South 83°27'40" East a distance of 53.79 feet;
12. South 88°10'02" East a distance of 60.95 feet;
13. North 00°14'53" West a distance of 85.58 feet to a point of curvature;
14. 30.45 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°13'15" to a point of reverse curvature;
15. 10.51 feet along the arc of a tangent 805.00 foot radius curve to the right through a central angle of 00°44'53";
16. North 03°16'44" East a distance of 40.00 feet to a point of curvature;
17. from a radial line which bears South 03°16'44" West, 6.00 feet along the arc of a non-tangent 765.00 foot radius curve to the left through a central angle of 00°26'58" to a point of compound curvature;
18. 32.49 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 93°04'40";
19. North 00°14'53" West a distance of 85.66 feet;
20. North 89°45'07" East a distance of 40.00 feet;
21. North 86°38'35" East a distance of 60.69 feet;
22. North 80°16'24" East a distance of 58.64 feet;
23. North 75°05'49" East a distance of 58.65 feet;
24. North 70°11'38" East a distance of 54.27 feet;
25. North 65°30'03" East a distance of 53.82 feet;
26. North 60°49'39" East a distance of 53.82 feet;
27. North 56°09'15" East a distance of 53.82 feet;
28. North 51°28'51" East a distance of 53.82 feet;
29. North 46°48'27" East a distance of 53.82 feet;
30. North 42°08'03" East a distance of 53.82 feet;
31. North 37°27'39" East a distance of 53.82 feet;
32. North 32°47'15" East a distance of 53.82 feet;
33. North 28°06'51" East a distance of 53.82 feet;
34. North 23°26'27" East a distance of 53.82 feet;
35. North 18°46'03" East a distance of 53.82 feet;

36. North 14°06'27" East a distance of 58.66 feet;
37. North 08°25'05" East a distance of 57.39 feet;
38. North 02°31'56" East a distance of 59.81 feet; and
39. North 00°26'33" West a distance of 40.00 feet to a point on the South Boundary line of that certain Final Map entitled "Anatolia III Village 21" as filed for record in Book 332 of Maps, at Page 3, Sacramento County Records.

Thence along said South Boundary line of Anatolia III Village 21 for the following sixteen (16) arcs, courses and distances:

1. North 89°14'27" East a distance of 85.65 feet to a point of curvature;
2. 32.44 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 92°55'25" to a point of compound curvature;
3. 6.00 feet along the arc of a tangent 765.00 foot radius curve to the left through a central angle of 00°26'58";
4. North 85°52'03" East a distance of 40.00 feet to a point of curvature;
5. from a radial line which bears North 85°52'03" East, 10.30 feet along the arc of a non-tangent 805.00 foot radius curve to the right through a central angle of 00°43'59" to a point of reverse curvature;
6. 30.49 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 87°21'36";
7. North 89°14'27" East a distance of 171.88 feet to a point of curvature;
8. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
9. North 00°45'33" West a distance of 11.00 feet;
10. North 89°14'27" East a distance of 40.00 feet;
11. South 00°45'33" East a distance of 6.00 feet to a point of curvature;
12. 31.42 feet along the arc of a tangent 20.00 foot radius curve to the left through a central angle of 90°00'00";
13. North 89°14'27" East a distance of 74.00 feet;
14. North 67°26'22" East a distance of 5.39 feet to a point of curvature;
15. from a radial line which bears South 00°45'33" East, 39.27 feet along the arc of a non-tangent 25.00 foot radius curve to the left through a central angle of 90°00'00"; and
16. North 89°14'27" East a distance of 44.00 feet to the East line of said Section 20;

thence along said East line of Section 20, South 00°45'33" East a distance of 908.12 feet to the Point of Beginning.

Containing 24.652 acres of land, more or less.

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

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

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

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

Date:_____

PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

Diagram of the Property

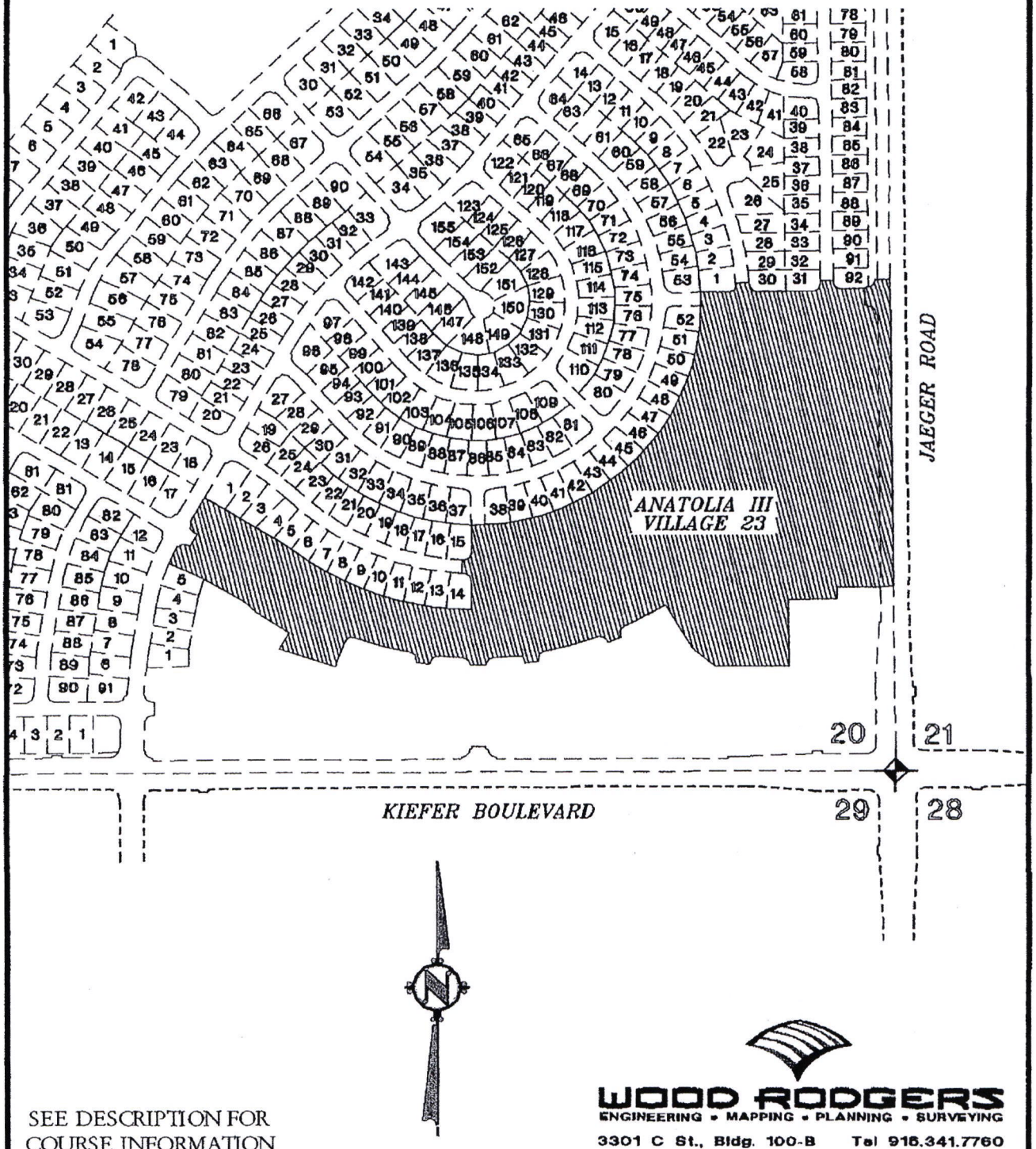
[See the attached]

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III VILLAGE 23
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1" =400'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND RANCHO 80, LLC RELATIVE TO SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**), is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and RANCHO 80, LLC, a California limited liability company (**"Landowner"**), who agree as follows.

RECITALS

A. City and Landowner entered into that certain Development Agreement dated August 2, 2004, **("Agreement")** recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1129, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "**Property**").

B. This Amendment provides for Landowner to pay certain new development fees.

C. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

D. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

E. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

G. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006, by City Resolution No. 32-2006 (the **"Map Condition Amendment"**).

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the **"EIR Addendum"**), dated March ___, 2006, addressing revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, and the Final Map, and the Amendment shall sometimes be collectively referenced herein as the **"Additional Project Approvals**.")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5060.00) for each of the 80 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-Five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby,

the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Two Hundred Forty-one Thousand Four Hundred Forty Dollars ($241,440.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit __. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such lots have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied, before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however, that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"LANDOWNER"

RANCHO 80, LLC,
a California limited liability company

By:_____
Name:_____
Its: _____

By:_____
Name:_____
Its:_____

EXHIBIT LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Diagram of the Property

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
RANCHO 80 LLC DEVELOPMENT AGREEMENT

All that certain real property situate in Fractional Section 9, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lot 3 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

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

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

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires December 31, 2005

Date: 6/1/04

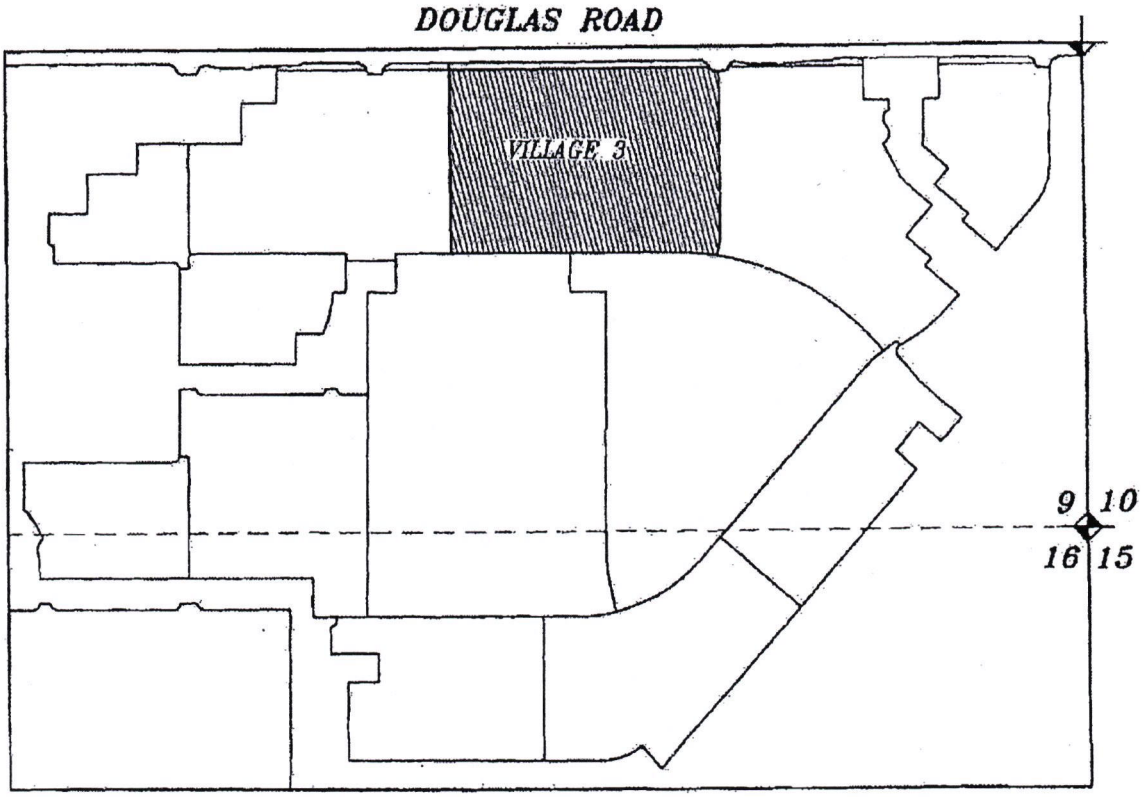


PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGE NO. 3
RANCHO 80 LLC,
DEVELOPMENT AGREEMENT
ALL OF LOT 3 OF 326 B.M. 5
SEC. 9, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA







SEE DESCRIPTION FOR
COURSE INFORMATION

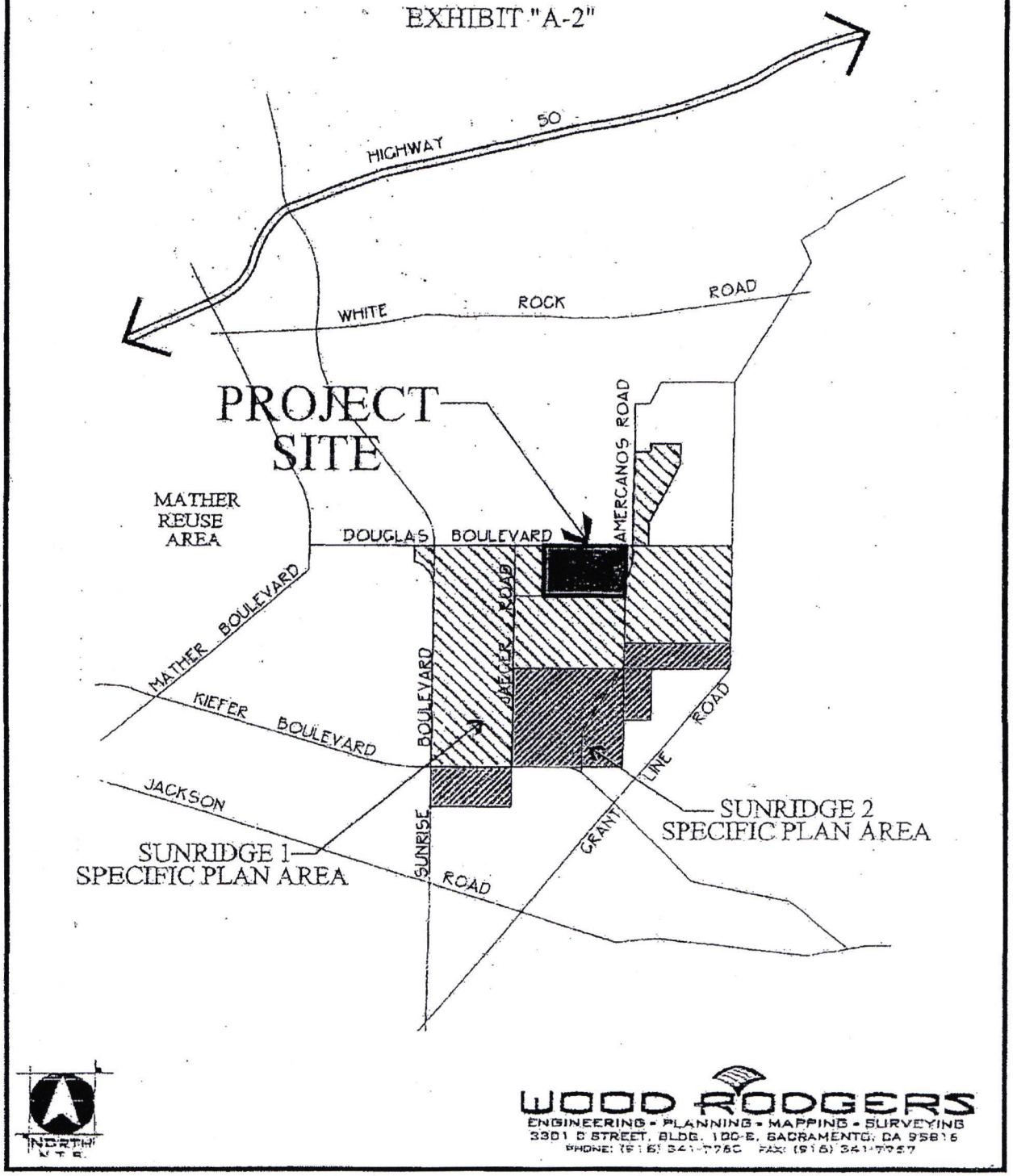
SCALE: 1" = 600'

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

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\plats to accompany\SUN-PRK-DEV-AGREE.dwg 5/28/04 4:38pm jkroge

LOCATION MAP
SUNRIDGE PARK
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 2004

EXHIBIT "A-2"



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-E, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND WOODSIDE VISTAS, INC. RELATIVE TO VILLAGES 7, 8A AND 8B OF SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and WOODSIDE VISTAS, INC., a California corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Woodside Sunridge, Inc., a Delaware corporation ("**Prior Owner**") entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described therein (the **"Overall Property"**).

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

F. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____ 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March __, 2006, addressing the revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 215 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or

overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Six Hundred Forty-eight Thousand Eight Hundred Seventy Dollars ($648,870.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established, provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map, provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"LANDOWNER"

WOODSIDE VISTAS, INC.,
a California corporation

By:_____
Name: _____
Its :_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE VISTAS, INC.

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 7, 10 and 11 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

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

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

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

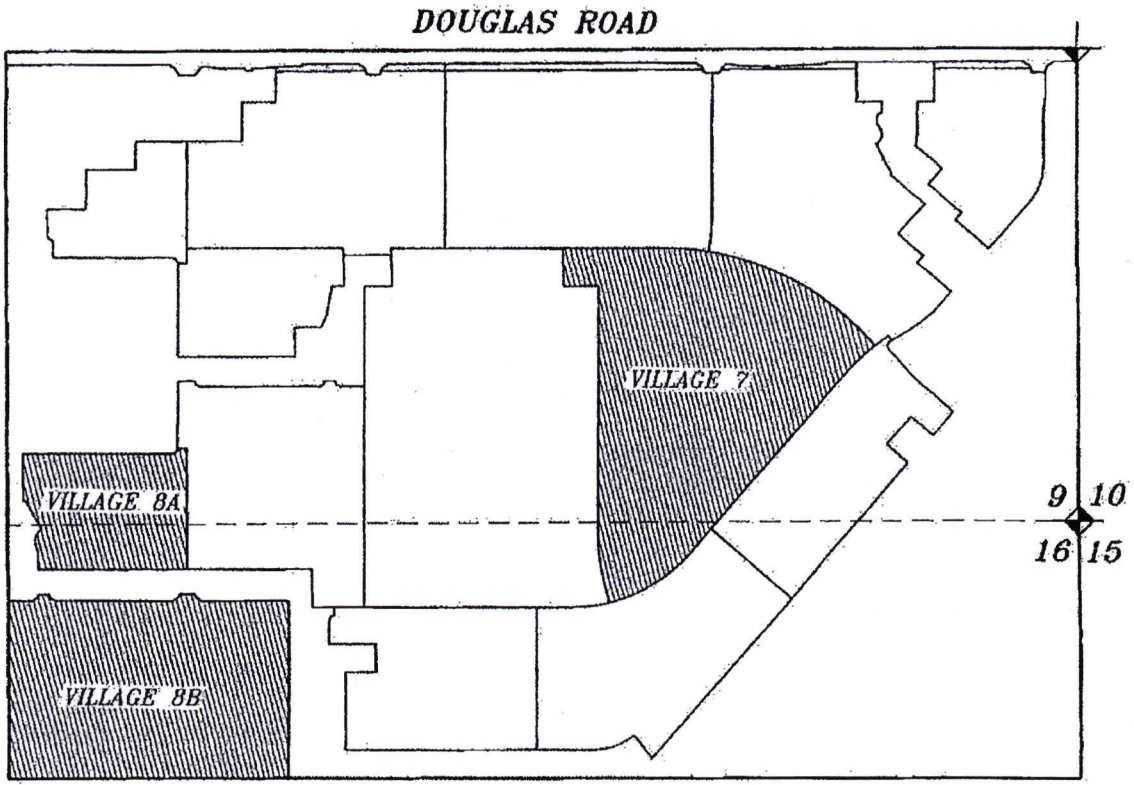
Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES NO. 7, 8A & 8B
WOODSIDE VISTAS, INC.
ALL OF LOTS 7, 10 & 11 OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND WOODSIDE MARIPOSA, INC. RELATIVE TO VILLAGES 4A AND 4B OF SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and WOODSIDE MARIPOSA, INC., a California corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Woodside Sunridge, Inc., a Delaware corporation ("**Prior Owner**") entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described therein (the **"Overall Property"**).

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto (the "**Property**"). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

F. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____ 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals**.")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 63 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or

overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of One Hundred Ninety Thousand One Hundred Thirty-four Dollars ($190,134.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established, provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map, provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"LANDOWNER"

WOODSIDE MARIPOSA, INC.,
a California corporation

By:_____
Name: _____
Its :_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Plat Map to Accompany Legal Description of the Property

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE MARIPOSA, INC.

All that certain real property situate in Fractional Section 9, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 4 and 5 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

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

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

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

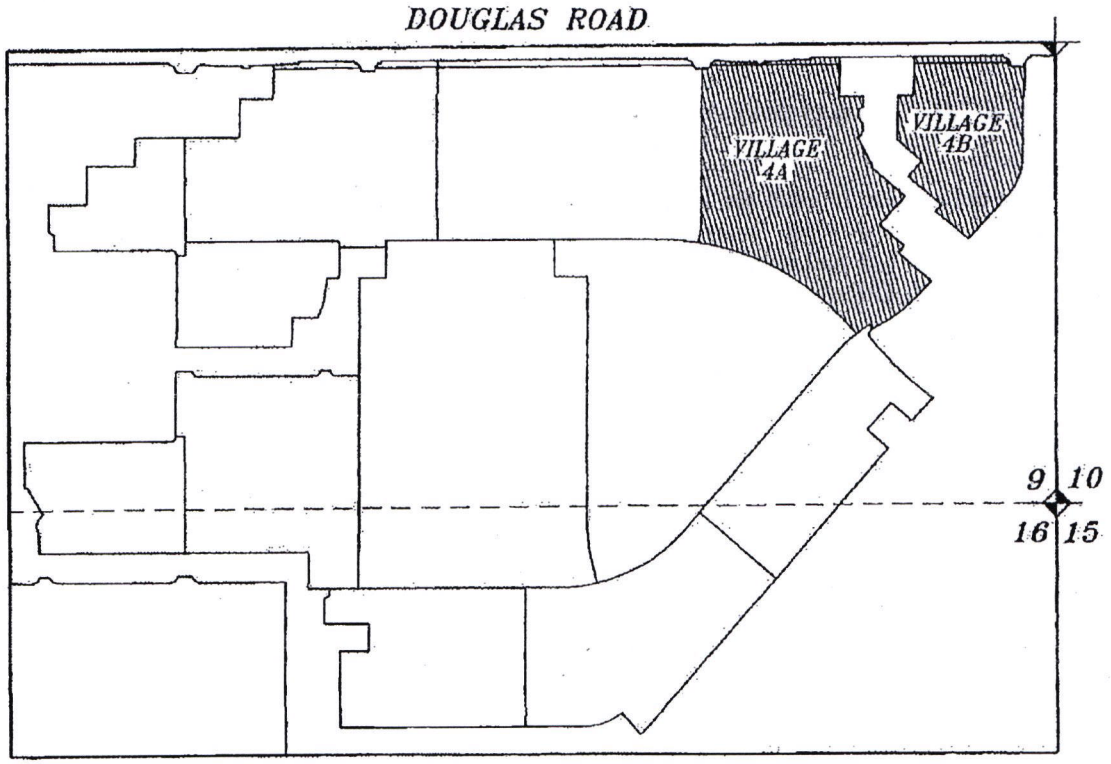
Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES NO. 4A & 4B
WOODSIDE MARIPOSA, INC.
ALL OF LOTS 4 & 5 OF 326 B.M. 5
SEC. 9, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND WOODSIDE ECLIPSE, INC. RELATIVE TO VILLAGE 6 OF SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and WOODSIDE ECLIPSE, INC., a California corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Woodside Sunridge, Inc., a Delaware corporation ("**Prior Owner**") entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described therein (the **"Overall Property"**).

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

F. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ____ 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 128 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or

overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Three Hundred Eighty-six Thousand Three Hundred Four Dollars ($386,304.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established, provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map, provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"LANDOWNER"

WOODSIDE ECLIPSE, INC.,
a California corporation

By:_____
Name: _____
Its :_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE ECLIPSE, INC.

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lot 9 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

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

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

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

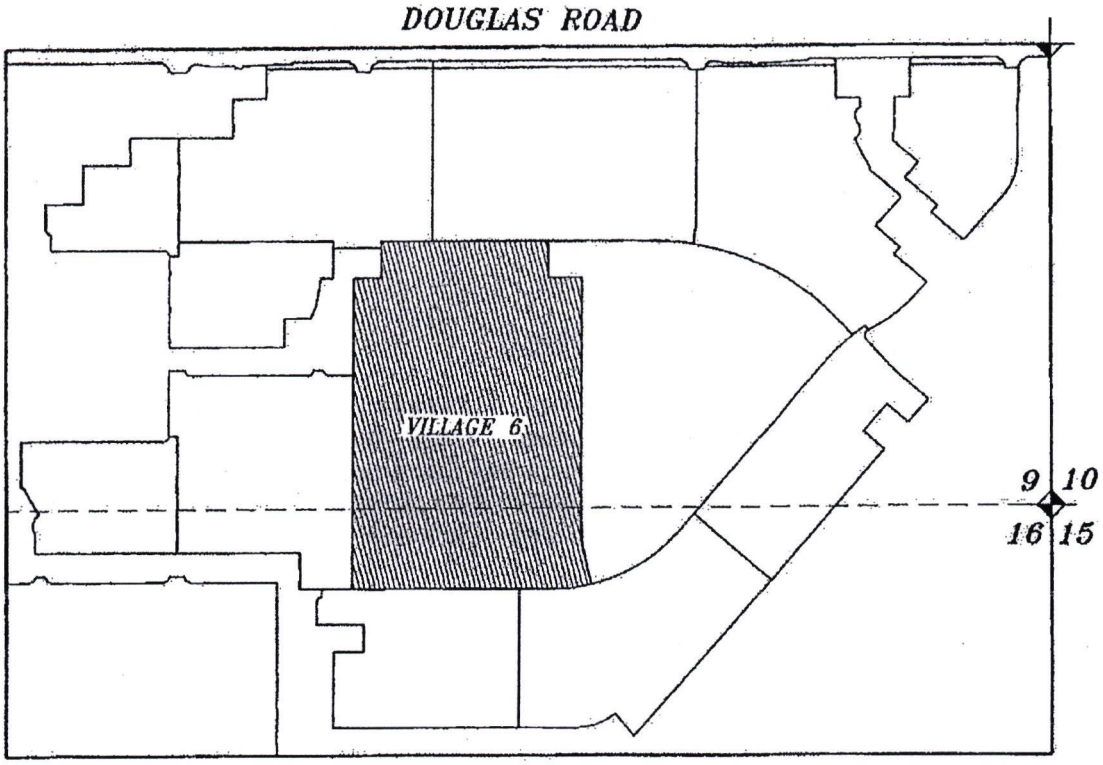
Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGE NO. 6
WOODSIDE ECLIPSE, INC.
ALL OF LOT 9 OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND WOODSIDE BELLA BRISAS, INC. RELATIVE TO VILLAGES 1A AND 11A OF SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**) is entered into this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and WOODSIDE BELLA BRISAS, INC., a California corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Woodside Sunridge, Inc., a Delaware corporation (**"Prior Owner"**) entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on December 17, 2004, in the Office of the Sacramento County Recorder in Book 20041217, Page 1130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California as more particularly described therein (the **"Overall Property"**).

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

F. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, were approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____ 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals**.")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 69 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or

overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Two Hundred Eight Thousand Two Hundred Forty-two Dollars ($208,242.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established, provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map, provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"LANDOWNER"

WOODSIDE BELLA BRISAS, INC.,
a California corporation

By:_____
Name: _____
Its :_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
WOODSIDE BELLA BRISAS, INC.

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 1 and 14 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

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

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

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

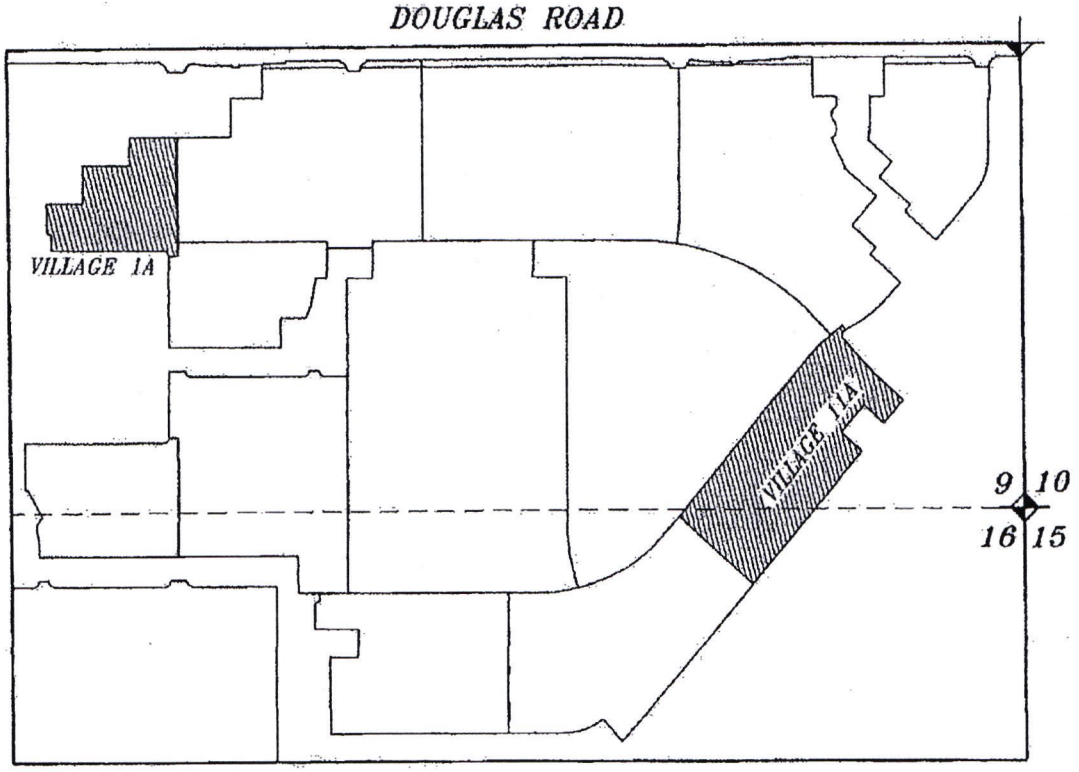
Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES NO. 1A & 11A
WOODSIDE BELLA BRISAS, INC.
ALL OF LOTS 1 & 14 OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA





SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND SUNRIDGE PARK LIMITED PARTNERSHIP RELATIVE TO SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**), is entered into this ____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and SUNRIDGE PARK LIMITED PARTNERSHIP, a California limited partnership (**"Landowner"**), who agree as follows:

RECITALS

A. City and Landowner entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on November 22, 2004, in the Office of the Sacramento County Recorder in Book 20041122, Page 1268, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "**Property**").

B. This Amendment provides for Landowner to pay certain new development fees.

C. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

D. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

E. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

G. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and _14-2006 (the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/ Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing revisions to the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 144 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety Five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Four Hundred Thirty Four Thousand Five Hundred Ninety-Two Dollars ($434,592.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by

its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

"LANDOWNER"

SUNRIDGE PARK LIMITED PARTNERSHIP,
a California limited partnership

By: KIMBALL HILL HOMES CALIFORNIA, INC., a California corporation, General Partner

By:_____
Name: _____
Its :_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT "A"

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Diagram of the Property

1279.015
06/01/04
JGK

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
SUNRIDGE PARK LIMITED PARTNERSHIP DEVELOPMENT AGREEMENT

All that certain real property situate in Fractional Section 9 and Section 16, all in Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 2, 6 and 8 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

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

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

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.



Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 6/1/04

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

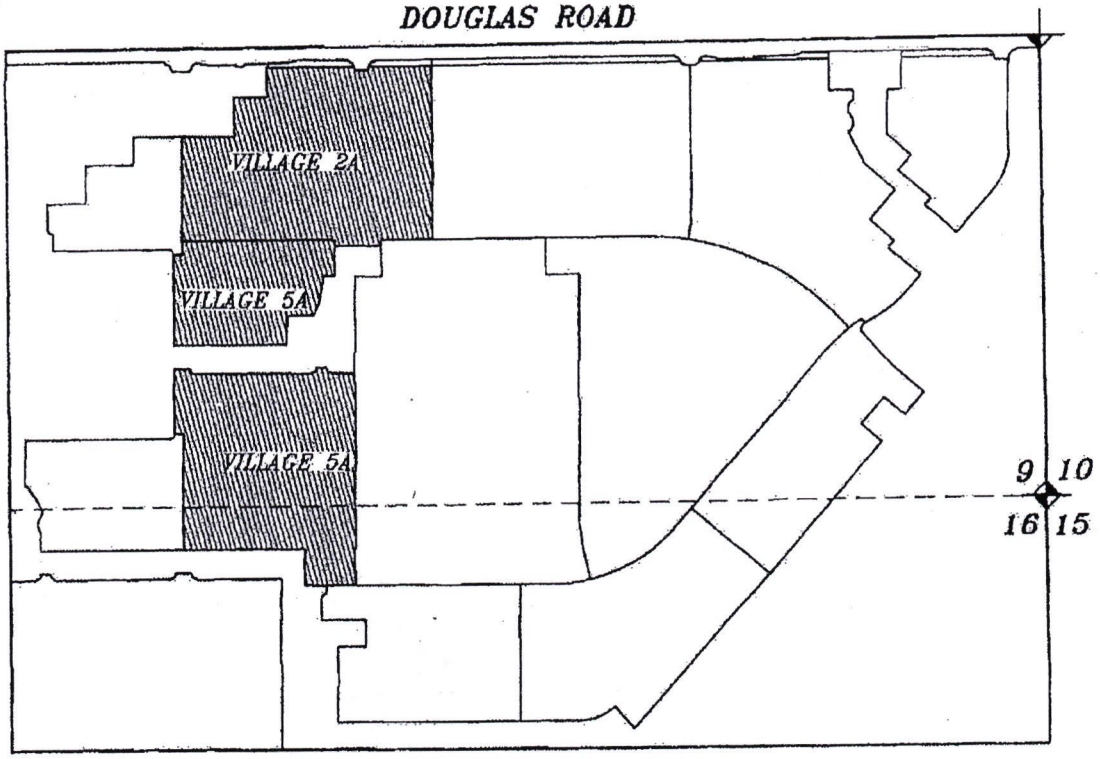
I:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\docs\Descriptions\SUN-PARK-KIMBALL-HILL2.doc

C:\Documents and Settings\realbham\Local Settings\Temporary Internet Files\OLK2E\agmt first amdmnt Sunridge 1 3 23 06.DOCC:\NrPortbl\EBMAIN\SANCHEZ581-3239_5.DOC 4/11/20064/5/2006

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES 2A & 5A
SUNRIDGE PARK LIMITED PARTNERSHIP
DEVELOPMENT AGREEMENT
ALL OF LOTS 2, 6 & 8
OF 326 B.M. 5
SEC. 9 & 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA







SEE DESCRIPTION FOR
COURSE INFORMATION

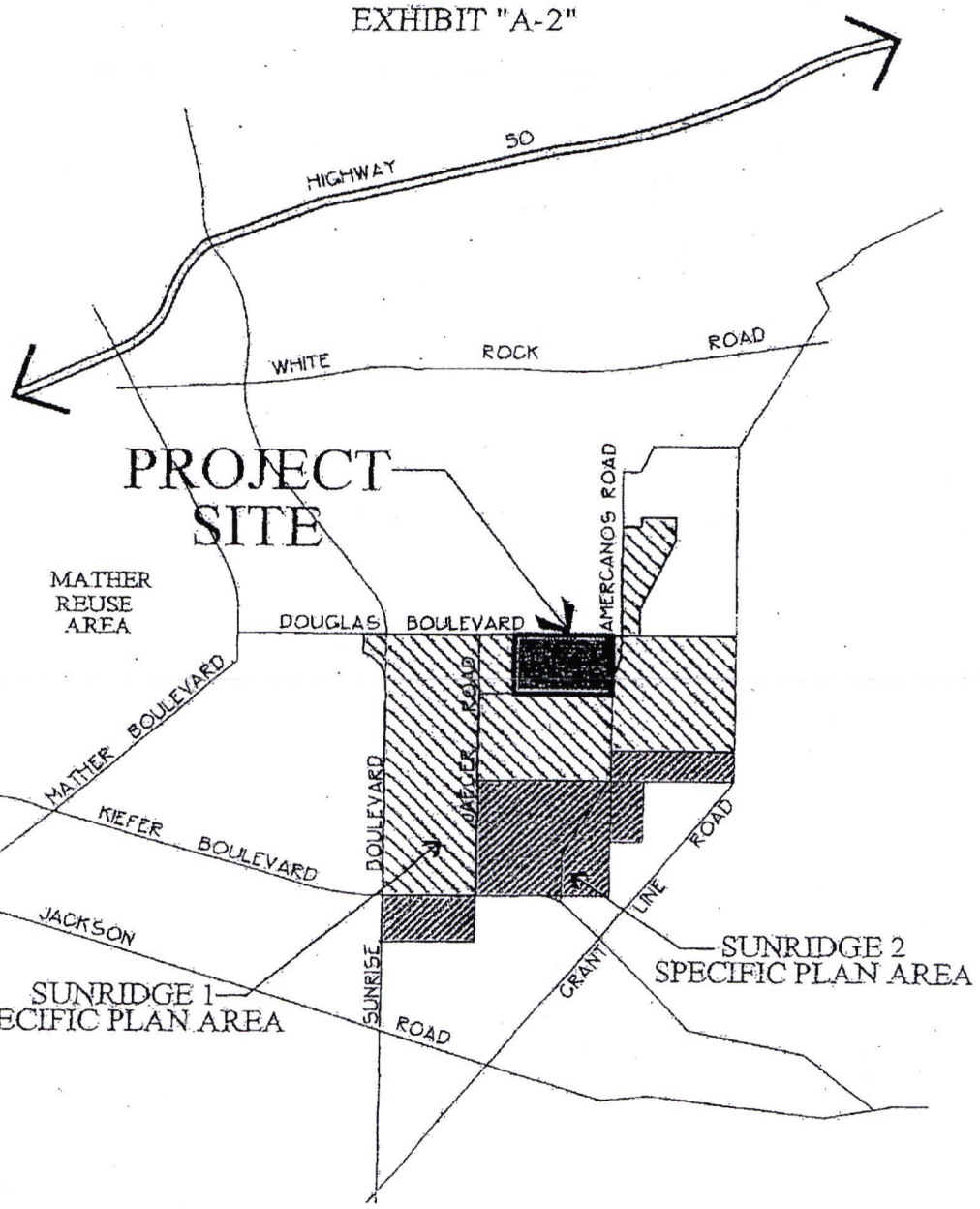
SCALE: 1"=600'

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

J:\Jobs\1279--SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\plats to accompany\SUN-PRK-DEV-AGREE.dwg 5/28/04 4:37pm jkrage

LOCATION MAP
SUNRIDGE PARK
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 2004

EXHIBIT "A-2"



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND BEAZER HOMES HOLDINGS CORP. RELATIVE TO SUNRIDGE PARK

This First Amendment to Development Agreement (**"Amendment"**) is entered into this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (**"Landowner"**), who agree as follows:

RECITALS

A. City and Landowner entered into that certain Development Agreement dated August 2, 2004 (**"Agreement"**) recorded on November 22, 2004, in the Office of the Sacramento County Recorder in Book 20041122, Page 1269, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "**Property**").

B. The Agreement provides for Landowner to pay certain new development fees.

C. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

D. City has prepared an Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance for the Property to address the amendment to the zoning and map conditions described above.

E. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

G. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by City Ordinance Nos. 13-2006 and 14-2006 (the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing revisions of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay to the City a new development fee in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 100 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-Five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at the City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Three Hundred One Thousand Eight Hundred Dollars ($301,800.00) of the New Development Fee for the entire Property shall be utilized by the Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such lots has been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production home be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

"LANDOWNER"

BEAZER HOMES HOLDINGS CORP.,
a Delaware corporation

By:_____
Name:_____
Its:_____
Date:_____

By:_____
Name: _____
Its : _____
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Diagram of the Property

1279.015
06/01/04
JGK

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
BEAZER HOMES HOLDINGS CORPORATION DEVELOPMENT AGREEMENT

All that certain real property situate in Section 16, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 12 and 13 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5 of Sacramento County Records.

See Exhibit "A-1" to accompany description, attached hereto and made a part hereof.

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

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

This legal description was prepared by me or under my direct supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.



Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 6/1/04

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

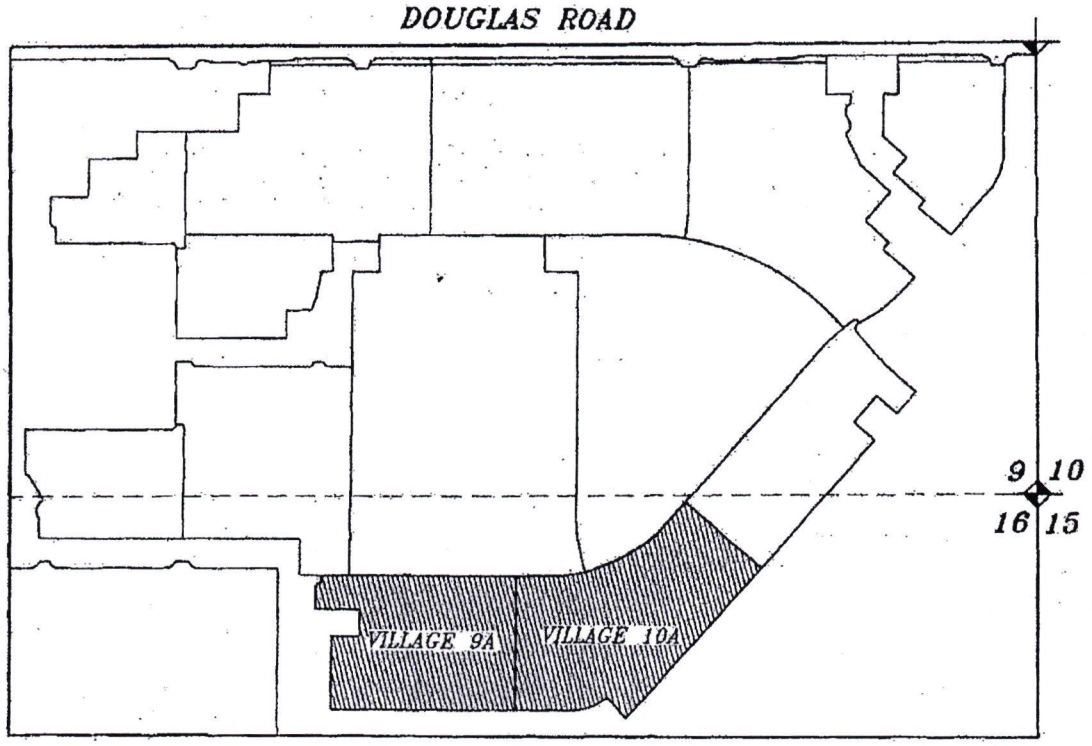
J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\docs\Descriptions\SUN-PARK-BEAZER2.doc

C:\Documents and Settings\rcallahan\Local Settings\Temporary Internet Files\OLK2E\amndmt agmnt Beazer 32306.DOCC:\NrPortbl\EBMAIN\JSANCHEZ\813268_6.DOC

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK VILLAGES 9A & 10A
BEAZER HOMES HOLDINGS CORPORATION
DEVELOPMENT AGREEMENT
ALL OF LOTS 12 & 13
OF 326 B.M. 5
SEC. 16, T.8 N., R.7 E., M.D.M.,
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA







SEE DESCRIPTION FOR
COURSE INFORMATION

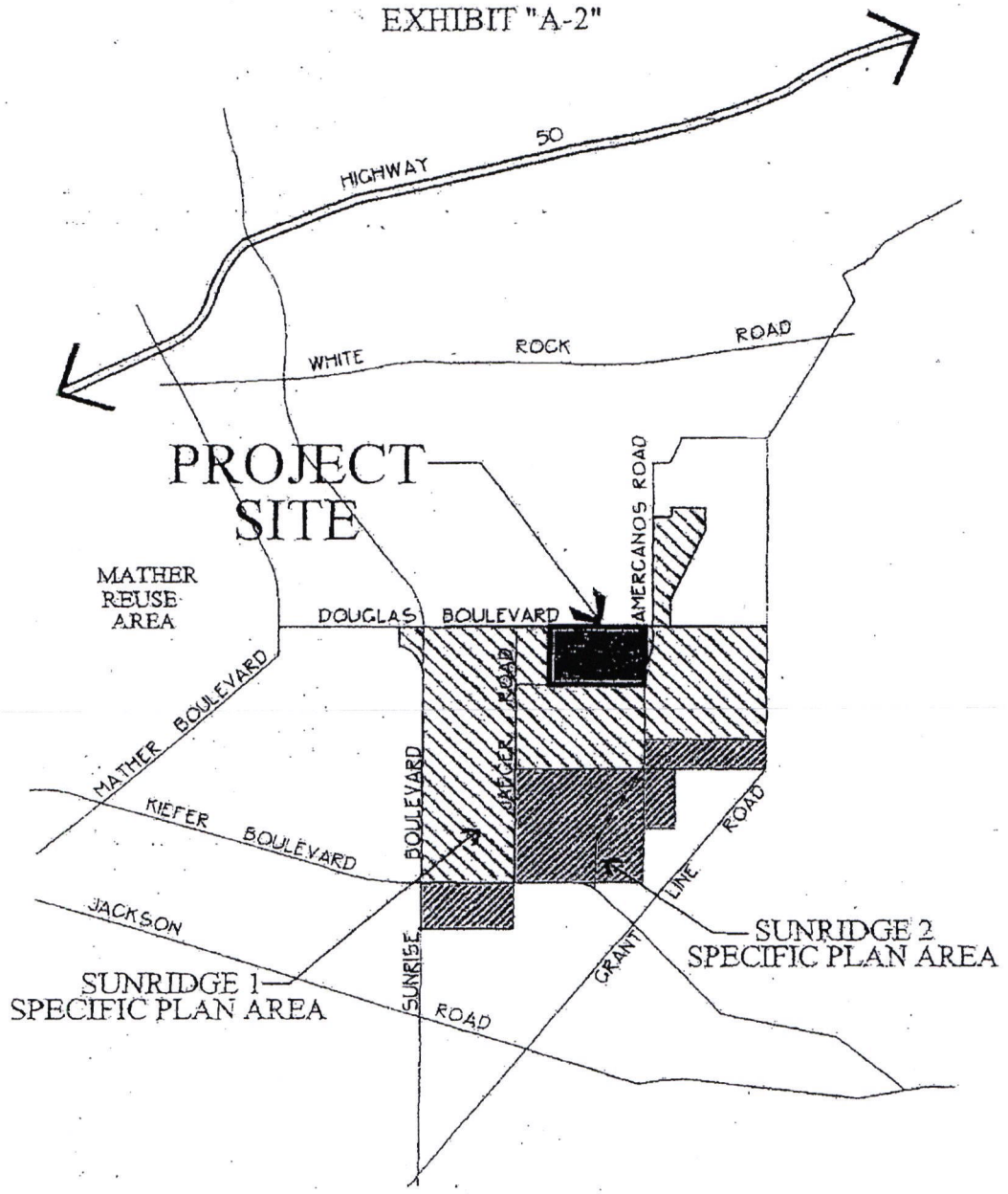
SCALE: 1"=600'

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

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-DA\Geomatics\plots to accompany\SUN-PRK-DEV-AGREE.dwg 5/28/04 4:38pm jkraga

LOCATION MAP
SUNRIDGE PARK
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 2004

EXHIBIT "A-2"



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND U.S. HOME/KB NORTH DOUGLAS, LLC RELATIVE TO NORTH DOUGLAS I AND II

This First Amendment to Development Agreement ("**Amendment**"), is entered into this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**"), and U.S. HOME/KB NORTH DOUGLAS, LLC, a Delaware limited liability company ("**Landowner**"), who agree as follows.

RECITALS

A. City and the JAMES D. WEIDINGER AND CHRISTINA WEIDINGER REVOCABLE TRUST and the ARCHEL C. AND MARY W. CUPP FAMILY TRUST (collectively, the "**Prior Owner**") entered into that certain Development Agreement dated November 24, 2004 ("**Agreement**") recorded on March 11, 2005, in the Office of the Sacramento County Recorder in Book 20050311, page 0130, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "**Property**").

B. Prior Owner and Landowner entered into that certain Assignment and Assumption Agreement Relative to North Douglas I and II dated March 2, 2005 (the "**Assignment**") and recorded on March 30, 2005, in the Office of the Sacramento County Recorder in Book 20050330, Page 2017, Official Records, pursuant to which Prior Owner assigned and Landowner assumed all of the rights, title, interest, burdens and obligations of landowner under the Agreement with respect to the Property.

C. This Amendment provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. Landowner, in exchange for the amendments to the zoning and map conditions affecting the Property, shall pay a new development fee pursuant to the terms and conditions described hereinbelow.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ___, 2006, addressing the revision of the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Final Map for the Project, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Final Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Final Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5060.00) for each of the 666 residential lots shown on the final maps for the Property (the "**New Development Fee**"). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-Five ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return for the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner,

Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, this Amendment, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Two Million Two Hundred Twenty-seven Thousand Seven Hundred and Seventy Dollars ($2,227,770.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for lots within the Project immediately, following Landowner's execution of the indemnification agreement attached hereto as Exhibit __. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"LANDOWNER"

U.S. HOME/KB NORTH DOUGLAS, LLC,
a Delaware limited liability company

By: Lennar Renaissance, Inc.
a California corporation

By:_____
Brian Bombeck
Vice President

EXHIBIT LIST

Exhibit A-1	Legal Description of the Property
Exhibit A-2	Diagram of the Property

1252.001
03/19/04
CES

EXHIBIT "A-1"

DESCRIPTION OF PROPERTY
NORTH DOUGLAS DEVELOPMENT AGREEMENT

All that certain real property situate in a portion of Rancho Rio de Los Americanos, City of Rancho Cordova, County of Sacramento, State of California, said property being more particularly described as follows:

All of Lots 1, 2 and 7 as shown on that certain Parcel Map entitled "Portion of the Record of Survey Recorded in 12 R.S. 27" filed for record in Book 29 of Parcel Maps, at Page 28, Sacramento County Records.

Together with a sixty foot (60') ingress and egress easement as recorded in Book 4260, at Page 206, Official Records of Sacramento County as shown on that certain Parcel Map entitled "Portion of the Record of Survey Recorded in 12 R.S. 27" filed for record in Book 29 of Parcel Maps, at Page 28, Sacramento County Records.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

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

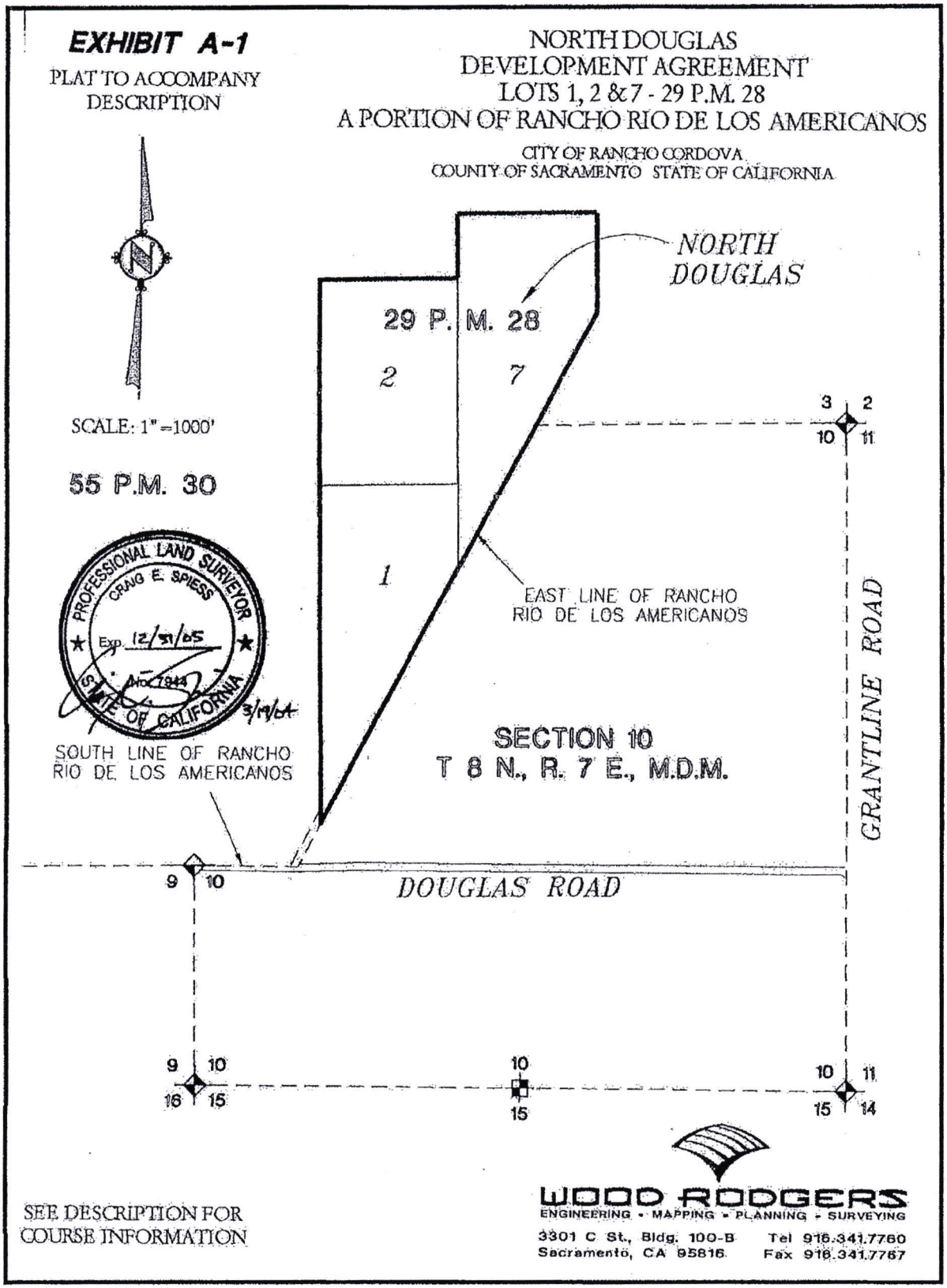
This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess P.L.S. 7944
Expires: December 31, 2005

Date: 3/19/04

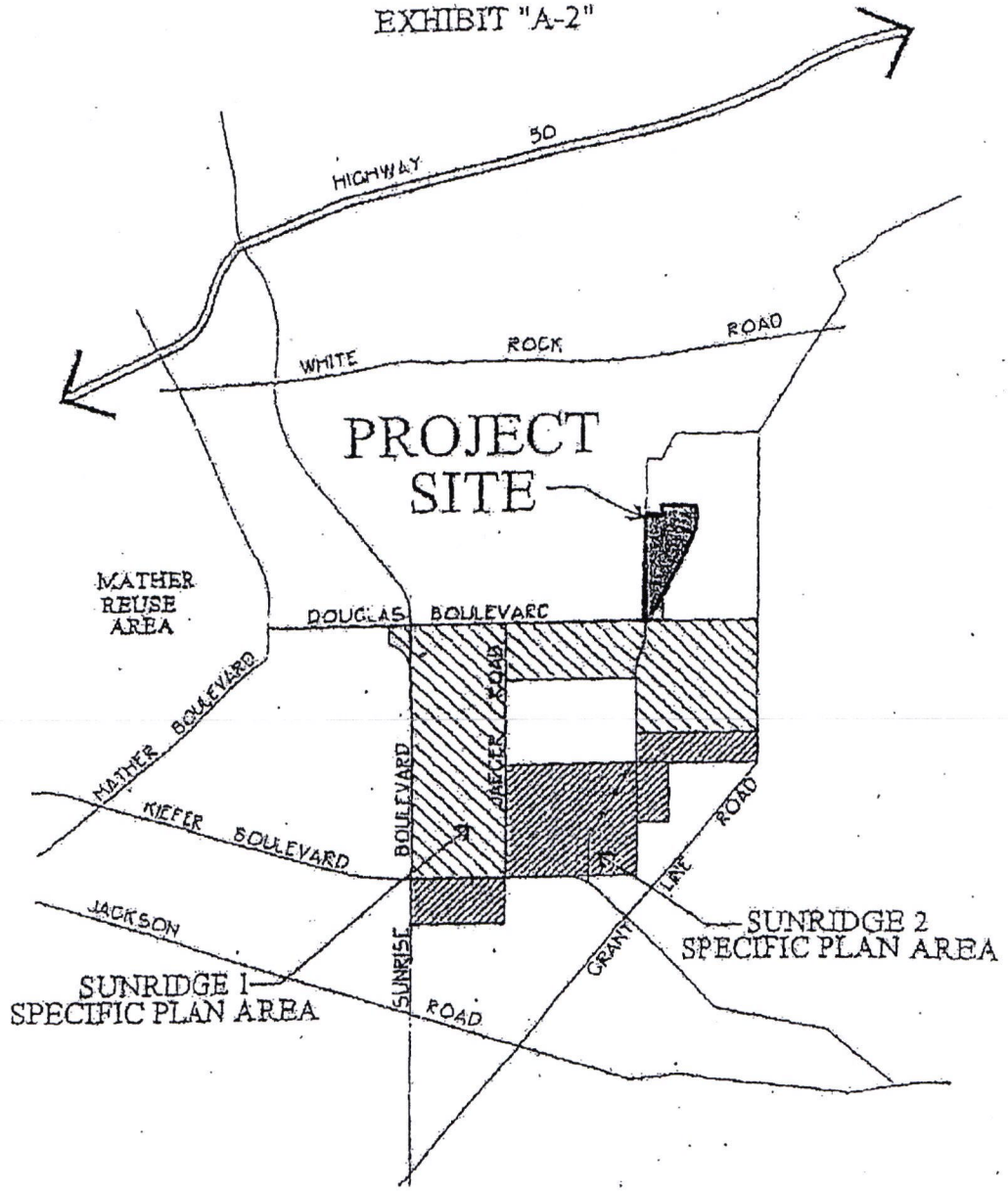


PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA


EXHIBIT A-1
PLAT TO ACCOMPANY DESCRIPTION
NORTH DOUGLAS
DEVELOPMENT AGREEMENT
LOTS 1, 2 &7 - 29 P.M. 28
A PORTION OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA
SCALE: 1"=1000'
55 P.M. 30
29 P. M. 28
NORTH DOUGLAS
2
7
1
PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/05
STATE OF CALIFORNIA
3/9/04
SOUTH LINE OF RANCHO RIO DE LOS AMERICANOS
EAST LINE OF RANCHO RIO DE LOS AMERICANOS
SECTION 10
T 8 N., R. 7 E., M.D.M.
GRANTLINE ROAD
DOUGLAS ROAD
3
2
10
11
9
10
9
10
16
15
10
15
10
11
15
14
SEE DESCRIPTION FOR COURSE INFORMATION
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

LOCATION MAP
NORTH DOUGLAS
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 2004

EXHIBIT "A-2"



WOOD RODGERS
ENGINEERING - PLANNING - MAPPING - SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND BEAZER HOMES HOLDINGS CORP. RELATIVE TO VILLAGES 9B AND 10B OF SUNRIDGE PARK – PHASE II

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ___ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and the BEAZER HOMES HOLDINGS CORP., a Delaware corporation (**"Landowner"**), who agree as follows.

RECITALS

A. City and Sunridge Park, LLC, a limited liability company (**"Prior Owner"**) entered into that certain Development Agreement dated February ___, 2006 (**"Agreement"**) recorded on March 10, 2006, in the Office of the Sacramento County Recorder in Book 20060310, Page 01515, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. Landowner, in exchange for the amendments to the zoning and map conditions affecting the Property, shall pay a new development fee pursuant to the terms and conditions described herein below.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on _____, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March _____, 2006, addressing the revisions to the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Large Lot Subdivision Map, as approved by the City on _____, 2006, by City Resolution No. ___ (the "**Large Lot Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Large Lot Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 35 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement. Upon the approval of the Final Map, the Final Map shall be deemed as an Additional Project Approval for purposes of this Amendment.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of One Hundred Five Thousand Six Hundred Thirty Dollars ($105,630.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

"LANDOWNER"

BEAZER HOMES HOLDINGS CORP.,
a Delaware corporation

By:_____
Mervin Singson, Vice President of Finance

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT "A"

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
BEAZER HOMES HOLDINGS CORPORATION

All that certain real property situate in Section 16, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 6 and 7 as shown on that certain Large Lot Final Map entitled "Sunridge Park Phase II" filed for record in Book 348 of Maps, at Page 1, Sacramento County Records.

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

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

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

Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\docs\Descriptions\PHASE 2\SUN-PARK-PH2-BEAZER.doc

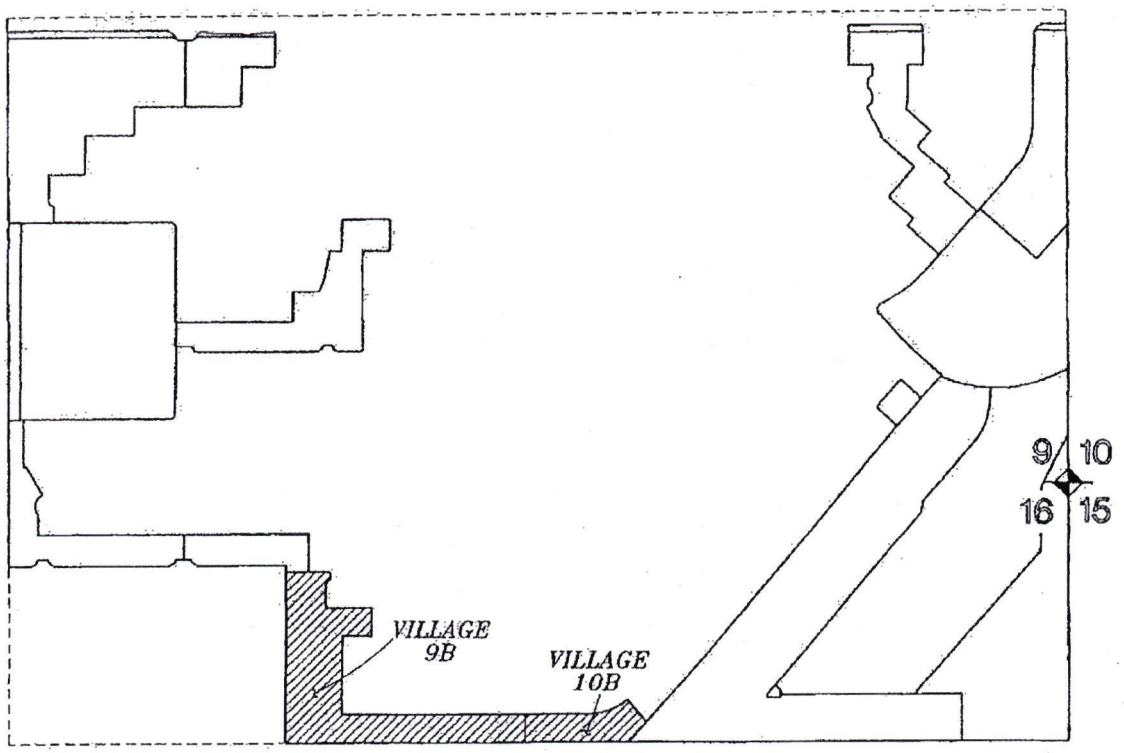
814621_4

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
VILLAGES 9B & 10B
BEAZER HOMES HOLDINGS CORPORATION
ALL OF LOTS 6 & 7 OF 348 B.M. 1

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

814621_4

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND PLEASANT VALLEY INVESTMENTS LC, RELATIVE TO VILLAGES 1B, 4C, 4D, 8C AND 11B OF SUNRIDGE PARK – PHASE II

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ___ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and the PLEASANT VALLEY INVESTMENTS LC, a Nevada limited liability company (**"Landowner"**), who agree as follows.

RECITALS

A. City and Sunridge Park, LLC, a limited liability company (**"Prior Owner"**) entered into that certain Development Agreement dated February __, 2006 (**"Agreement"**) recorded on March 10, 2006, in the Office of the Sacramento County Recorder in Book 20060310, Page 01515, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. Landowner, in exchange for the amendments to the zoning and map conditions affecting the Property, shall pay a new development fee pursuant to the terms and conditions described herein below.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ____, 2006, by Resolution No. 31-2006, (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March _____, 2006, addressing the revisions to the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Large Lot Subdivision Map, as approved by the City on _____, 2006, by City Resolution No. ____ (the "**Large Lot Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Large Lot Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 84 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement. Upon the approval of the Final Map, the Final Map shall be deemed as an Additional Project Approval for purposes of this Amendment.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Two Hundred Fifty-three Thousand Five Hundred Twelve Dollars ($253,512.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

"LANDOWNER"

PLEASANT VALLEY INVESTMENTS LC,
a Nevada limited liability company

By:_____
Its: _____

EXHIBIT "A"

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
PLEASANT VALLEY INVESTMENTS, LC.

All that certain real property situate in Fractional Section 9 and Section 16, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 2, 4, 8, 9, and 10 as shown on that certain Large Lot Final Map entitled "Sunridge Park Phase II" filed for record in Book 348 of Maps, at Page 1 of Sacramento County Records.

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

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

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

Date: _____

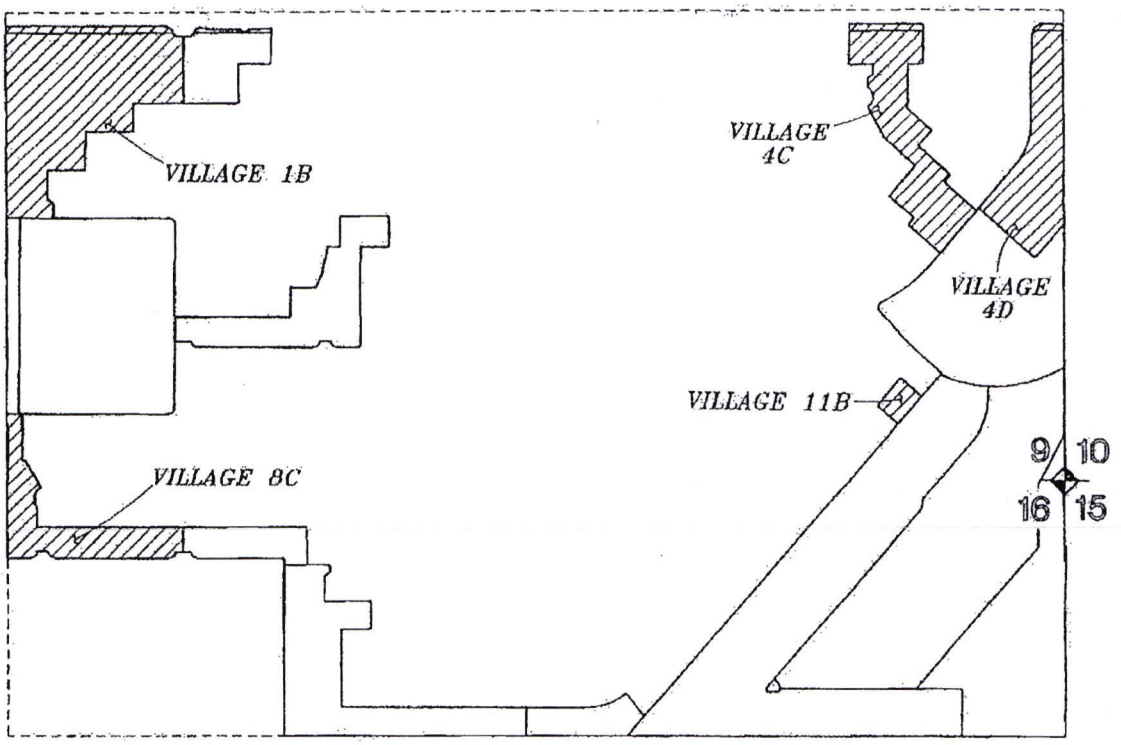
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
VILLAGES 1B, 4C, 4D, 8C & 11B
PLEASANT VALLEY INVESTMENTS, LC
ALL OF LOTS 2, 4, 8, 9 & 10 OF 348 B.M. 1

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

814609_4

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: _____

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND SUNRIDGE PARK LIMITED PARTNERSHIP RELATIVE TO VILLAGES 2B, 5C AND 5D OF SUNRIDGE PARK – PHASE II

This First Amendment to Development Agreement (**"Amendment"**) is entered into this ___ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (**"City"**), and the SUNRIDGE PARK LIMITED PARTNERSHIP, a California limited partnership (**"Landowner"**), who agree as follows.

RECITALS

A. City and Sunridge Park, LLC, a limited liability company (**"Prior Owner"**) entered into that certain Development Agreement dated February __, 2006 (**"Agreement"**) recorded on March 10, 2006, in the Office of the Sacramento County Recorder in Book 20060310, Page 01515, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described therein (the "**Overall Property**").

B. Landowner is the successor in interest to Prior Owner with respect to a portion of the Overall Property as more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the **"Property"**). Prior Owner has assigned, and Landowner has assumed, the rights and obligations under the Agreement relative to the Property in accordance with the requirements of the Agreement.

C. The Agreement provides for Landowner to pay certain new development fees.

D. City has amended certain zoning and map conditions affecting the Property to revise the roadway improvement phasing for the Sunridge Specific Plan.

E. City has prepared an Addendum to the Sunrise Douglas Community Plan/Sunridge Specific Plan Final EIR, which addresses the implications under CEQA related to the amendment to the zoning and map conditions described above.

F. Landowner, in exchange for the amendments to the zoning and map conditions affecting the Property, shall pay a new development fee pursuant to the terms and conditions described herein below.

G. City and Landowner now desire to amend the Agreement as set forth in this Amendment.

H. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. Additional Project Approvals. The following additional Project Approvals have been granted for the Property.

a. The Amendments to the Zoning Code, with respect to the Sunridge Specific Plan, as approved by the City on _____, 2006, by Ordinance Nos. 13-2006 and 14-2006 (collectively, the "**Zoning Code Amendments**").

b. The Amendment of the Map Conditions/Mitigation Monitoring Reporting Program for the Property as approved by the City on _____, 2006 by City Resolution No. 32-2006 (the "**Map Condition Amendment**").

c. The Amendments to the Master Mitigation Monitoring Reporting Program as approved by the City on ___, 2006, by Resolution No. 31-2006 (the "**Mitigation Monitoring Reporting Program**").

d. The Addendum to the Final EIR for the Sunridge Specific Plan and Zoning Ordinance (the "**EIR Addendum**"), dated March ____, 2006, addressing the revisions to the roadway improvement phasing affecting the Property pursuant to the Map Condition Amendment as prepared by the City.

e. The Large Lot Subdivision Map, as approved by the City on _____, 2006, by City Resolution No. _____ (the "**Large Lot Map**").

f. This Amendment, as adopted on _____, 2006, by City Ordinance No. 15-2006. (The Map Condition Amendment, the EIR Addendum, the Mitigation Monitoring Reporting Program, the Zoning Code Amendments, the Large Lot Map, and the Amendment shall sometimes be collectively referenced herein as the "**Additional Project Approvals.**")

2. Landowner to Pay New Development Fee. Landowner shall pay a new development fee to the City in the amount of Five Thousand Sixty Dollars ($5,060.00) for each of the 32 residential lots shown on the final maps for the Property (the **"New Development Fee"**). Landowner shall pay the New Development Fee in the following increments: (i) Eight Hundred Sixty-five Dollars ($865.00) for each residential lot at the time of Final Map approval, and (ii) Four Thousand One Hundred Ninety-five Dollars ($4,195.00) at the time of the issuance of a building permit for each residential lot.

3. Consideration for New Development Fee. Landowner's agreement to pay the New Development Fee is in consideration and in return of the City's willingness to approve and implement the Additional Project Approvals. Landowner's obligation to pay the New Development Fee is conditioned upon the effectiveness of the Additional Project Approvals. If for any reason the Additional Project Approvals are changed or rescinded in any manner, Landowner's obligation to pay the New Development Fee shall automatically cease; provided, reciprocally, that if for any reason any amount in the New Development Fee is challenged or overturned, Landowner's vested rights under this Amendment to develop consistent with the Project Approvals shall, at City's sole discretion, cease and terminate.

4. Vesting. Landowner shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of the Agreement, as amended hereby, the Project Approvals, the Additional Project Approvals, and any amendment to any of them as shall, from time to time, be approved pursuant to the Agreement. Upon the approval of the Final Map, the Final Map shall be deemed as an Additional Project Approval for purposes of this Amendment.

5. Use of New Development Fee. The New Development Fee shall be used by the City to fund certain roadway improvements and by the Cordova Recreation and Park District to fund the shortfall for park improvements for the Anatolia I, II, III, and IV, Sunridge Park, and North Douglas projects located within the City. The City shall enter into a separate agreement with the Cordova Recreation and Park District to provide for the allocation of the New Development Fee for the above described uses. A minimum of Ninety-six Thousand Five Hundred Seventy-six Dollars ($96,576.00) of the New Development Fee for the entire Property shall be utilized by the Cordova Recreation and Park District to fund the shortfall for park improvements. The portion of the New Development Fee to be utilized by the Cordova Recreation and Park District shall be treated as an increase to the amount of new park development fees required under Section 6.4.1 of the Agreement.

6. Model Homes. City acknowledges and agrees that building permits may be issued for model homes within the Project immediately.

7. Foundation Only Building Permits. City acknowledges and agrees that foundation only building permits may be issued for homes within the Project immediately following Landowner's execution of the indemnification agreement attached hereto as Exhibit ___. Landowner shall be responsible to pay City any administrative costs associated with the City's issuance of such foundation only building permits.

8. Production Homes. City acknowledges and agrees that building permits may be issued for production homes within the Project upon the approval and recordation of the Final Map, even if a permanent water supply has not then been established; provided, however, that building permits shall not be issued until the Sacramento Metropolitan Fire District Fire Marshall confirms that the provision of a temporary water supply and any other applicable safety issues associated with such homes have been adequately addressed. In no event will occupancy permits be issued for any production homes, and in no event will any production homes be occupied before paved access and permanent water supply requirements of the City have been satisfied.

9. Lot Sales. Marketing and sales of homes within the Project may commence upon the approval and recordation of the Final Map; provided, however that escrow shall not close on the sale of any home within the Project before paved access and permanent water supply requirements of the City have been satisfied with respect to such home.

10. Ratification. Except as modified by this Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 200__, and Landowner has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By:_____
Name:_____
Its:_____
Date:_____

"LANDOWNER"

SUNRIDGE PARK LIMITED PARTNERSHIP,
a California limited partnership

By: KIMBALL HILL HOMES CALIFORNIA, INC.,
a California corporation, General Partner

By:_____
Dudley McGee
Vice President

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT "A"

Exhibit A-1 Legal Description of the Property

Exhibit A-2 Plat Map to Accompany Legal Description of the Property

1279.015
3/20/06
PJ

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY
SUNRIDGE PARK LIMITED PARTNERSHIP

All that certain real property situate in Fractional Section 9, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as follows:

Being all of Lots 1, 3 and 5 as shown on that certain Large Lot Final Map entitled "Sunridge Park Phase II" filed for record in Book 348 of Maps, at Page 1 of Sacramento County Records.

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

This legal description is valid for a Development Agreement, Zoning Ordinance and Mitigation Monitoring and Reporting Program (MMRP) only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.

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

Date: _____

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

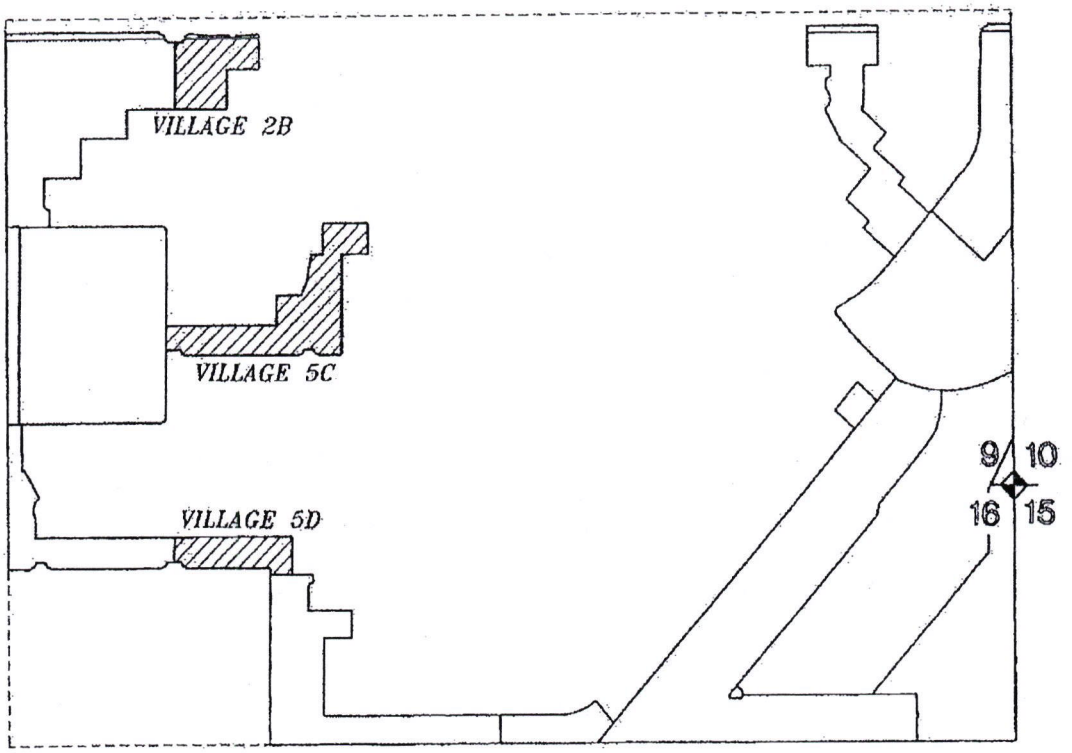
J:\Jobs\1279-SUNRIDGE-PARK\SUNRIDGE-PARK-OA\Geomatics\docs\Descriptions\PHASE 2\SUN-PARK-PH2-KIMBALL-HILL.doc

814542_4

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
VILLAGES 2B, 5C & 5D
SUNRIDGE PARK LIMITED PARTNERSHIP
ALL OF LOTS 1, 3 & 5 OF 348 B.M. 1
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=600'

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

814542_4

CITY OF RANCHO CORDOVA

RESOLUTION NO. 31-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING MITIGATION MEASURES RELATING TO TRAFFIC PHASING REQUIREMENTS SET FORTH IN THE MASTER MITIGATION MONITORING AND REPORTING PROGRAM FOR THE SUNRIDGE SPECIFIC PLAN AREA

WHEREAS, on July 17, 2002, the County of Sacramento ("County") adopted Resolution No. 2002-0901, establishing the SunRidge Specific Plan ("SRSP"); and

WHEREAS, in adopting the SRSP the County prepared an Environmental Impact Report; and

WHEREAS, as part of the approvals for the SRSP, the County prepared a Master Mitigation Monitoring and Reporting Program (MMRP) for the SRSP; and

WHEREAS, pursuant to Mitigation Measures 34-38 of the Master Mitigation Monitoring and Reporting Program for the SRSP, the County included certain conditions relating to transportation improvement phasing, which are applicable to all properties within the SRSP Area; and

WHEREAS, in order to ensure that the pace of residential development within the SRSP Area does not outpace the construction of transportation infrastructure, leading to undue traffic congestion, the mitigation measures relating to transportation improvement phasing establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation projects within the SRSP Area (the "Thresholds"); and

WHEREAS, the mitigation measures relating to transportation improvement phasing establish Thresholds set at 2,000 units, 3,025 units and 6,500 units; and

WHEREAS, on July 1, 2003, the City of Rancho Cordova ("City") incorporated; and

WHEREAS, the SunRidge Specific Plan Area is located entirely within the incorporated boundaries of the City; and

WHEREAS, pursuant to Resolution 06-2003, the City adopted and approved the continuation of the SunRidge Specific Plan for the maximum period of time authorized by Government Code Section 65360, which relates to the establishment of a General Plan by a newly incorporated city; and

WHEREAS, pursuant to Ordinance No. 01-2003, the City continued all County adopted resolutions, rules, regulations and interpretations applicable to the City of Rancho Cordova; and

WHEREAS, pursuant to Ordinance No. 21-2003, the City adopted by reference the Sacramento County Zoning Code, including those provisions relating to the SRSP; and

WHEREAS, since the City's incorporation, development of the SRSP Area has proceeded and final maps for over 2,000 units within the SRSP Area have been approved; and

WHEREAS, since the City's incorporation, construction of various transportation improvements related to the Thresholds have commenced; and

WHEREAS, an analysis of the traffic phasing requirements for the SRSP titled, "Rancho Cordova Transportation Infrastructure Phasing Study" and dated March 23, 2006, (the "Traffic Study") has been prepared for the City by transportation consulting company Fehr & Peers (the "Consultant") and reviewed by traffic engineers in the City Public Works Department; and

WHEREAS, the Traffic Study recommends some reorganization of the transportation projects within the SRSP that are the basis for the Thresholds; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 2,000 units under the SRSP can be raised to 2,500 units, without causing any undue traffic congestion; and

WHEREAS, the Traffic Study concludes that the traffic threshold set at 3,025 units under the SRSP can be raised to 5,225 units, without causing any unacceptable traffic congestion or safety problems; and

WHEREAS, the Traffic Study concludes that the traffic thresholds set at 2,500 and 5,225 units can be tied to the issuance of building permits rather than the recordation of final maps; and

WHEREAS, on the basis of these conclusions, certain development projects located within the SRSP Area have requested an amendment of the Threshold conditions as applied; and

WHEREAS, these development projects are more commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II, North Douglas, Sundance (Mather East); and Lot J (the "Development Projects"); and

WHEREAS, the Development Projects have not yet received final maps; and

WHEREAS, the Development Projects, combined with existing projects in the SRSP Area, which have already received final maps, represent 5,223 total residential units; and

WHEREAS, this total number of residential units is within the total number of units the Traffic Study has concluded can be recorded in final maps without causing undue traffic congestion within the SRSP Area; and

WHEREAS, the City Council has determined that although the Development Projects are at various stages of the City's planning development process, the Development Projects have all received approval or recommendations of approval for development agreements and/or tentative maps from either the City or the County, prior to the City's incorporation; and

WHEREAS, the City has prepared an Addendum to the Environmental Impact Report (EIR) prepared by the County for the SDCP/SRSP. The Addendum concludes that neither the revisions to the phasing of the roadway improvements described herein, nor changes in traffic conditions in the vicinity of the Development Projects, will create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR.

WHEREAS, on the basis of Traffic Study and the Addendum to the EIR, the City concludes that an increase in the Thresholds as applied to the Development Projects is consistent with the City's interim General Plan and will be consistent with the future adopted General Plan, and concludes that there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan; and

WHEREAS, in return for amending the SRSP and the Thresholds as applied, the Development Projects have agreed to pay certain fees to be used by the City for transportation projects and park development.

NOW THEREFORE, the City Council of the City of Rancho Cordova does hereby resolve as follows:

SECTION 1. Findings and Evidence.

A. Finding: The proposal will not have a significant adverse impact on the environment and an Addendum to the EIR for the Sunrise-Douglas Community Plan (SDCP) SunRidge Specific Plan (SRSP) has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: On the basis of the Addendum to the EIR for the SDCP/SRSP and the whole record, there is no substantial evidence that the proposal would have a significant adverse impact on the environment. The revisions to the phasing of the roadway improvements described herein will not create a new significant

environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR. Further, there have not been any changes in the traffic conditions in the vicinity of the Development Projects since the EIR was certified by the County in 2002 that have created a new significant environmental impact or substantially increased the severity of a significant impact not identified in the SDCP/SRSP EIR. Finally, there are no mitigation measures or alternatives previously found not to be feasible in the SDCP/SRSP EIR, or considerably different from those analyzed in the previous SDCP/SRSP EIR, that have now been found to be, in fact, feasible or found to substantially reduce one or more significant effects of the SDCP/SRSP.

B. Finding: The proposal will be consistent with the future adopted General Plan; further, there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan. The proposal will implement and be consistent with goals and policies of the interim General Plan documents that have been adopted by the City Council.

Evidence: The request revises the phasing of roadway improvements in the Zoning Conditions on certain parcels in the SunRidge Specific Plan. Property owners will be required to install needed roadway improvements as described in the Rancho Cordova Transportation Infrastructure Phasing Study prepared by Fehr & Peers (March 23, 2006). This Study found that the revised phasing of roadway improvements implements the intent of the prior Zoning Ordinance, and is consistent with the Roadway System Map in the Circulation Plan, adopted as the City's Interim General Plan (Circulation Element) on May 16, 2005.

SECTION 2. Mitigation Measure 34 of the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) is hereby amended to read as follows:

"Mitigation Measure 34a: Phase 1 Bond Eligible Circulation Improvement

No more than a cumulative total of 2,000 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the eight roadway and one pedestrian/bicycle improvement projects included as Phase 1 bond eligible circulation improvement projects in Figure 17 of the Sunridge Public Facilities Financing Plan ("nine priority projects"), except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Transportation if it determines that all nine priority projects are expected to be completed prior to traffic generated by said 2,000 residential building lots and that development of more than 2,000 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. For purposes of these conditions 45, 46, 47 and 48, the term "commencement of construction" shall be deemed satisfied if there is a

fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova -have been delivered to the appropriate party designated by such contract, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

This Mitigation Measure 34a shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Resolution 31-2006.

- Anatolia III, Villages 9 and 11 will be subject to Mitigation Measure 34b;
- Anatolia IV will be subject to Mitigation 34c;
- Sunridge Park I & II, and North Douglas will be subject to Mitigation Measure 34d;
- Lot J will be subject to Mitigation Measure 34e
- Anthology at Anatolia and Sundance will be subject to Mitigation Measure 34f

Implementation and Notification (Action by Project Applicant):

1. Comply fully with the above measure.

2. Prior to the approval of any final maps for a cumulative total of 2,001 or more residential building lots, submit to the City evidence that the above-listed Phase 1 bond eligible circulation improvement projects are under construction, or that development of more than 2,000 lots will not result in unacceptable traffic congestion or safety problems.

Verification (Action by the City):

1. Review the evidence submitted.

2. Monitor compliance during periodic site inspections as needed.

3. Consult with the Department of Transportation as necessary to determine compliance.

4. Track the total number of residential building lots approved in the master MMRP file (refer to the master MMRP file for the total number of residential building lots approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 3. Mitigation Measure 34b is hereby added to the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) to read as follows:

"With respect to the following development projects in the SunRidge Specific Plan Area: Anatolia III, Villages 9, 11, and 23 which are more specifically identified in Resolution 31-2006, final maps may be recorded for Villages 9, 11 and 23 of the Anatolia III portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for Villages 9, 11 and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for Villages 9, 11, and 23 of the Anatolia III portion of the SunRidge Specific Plan prior to the commencement of construction of improvement project (8), below. The issuance of building permits for Villages 9, 11 and 23 of the Anatolia III portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (2), (3), (6), and (7), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.

7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

Implementation and Notification (Action by Project Applicant):

Comply fully with the above measure.

Verification (Action by the City):

1. Review the evidence submitted.
2. Monitor compliance during periodic site inspections as needed.
3. Consult with the Department of Transportation as necessary to determine compliance.
4. Track the total number of residential building permits approved in the master MMRP file (refer to the master MMRP file for the total number of residential building permits approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 4. Mitigation Measure 34c is hereby added to the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) to read as follows:

"With respect to the Anatolia IV development project in the SunRidge Specific Plan Area, which is more specifically identified in Resolution 31-2006, final maps may be recorded for the Anatolia IV portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anatolia IV portion of the SunRidge Specific Plan prior to the commencement of

construction of improvement projects (1), (4), (5), (6) and (9), below, and no more than 50% of the building permits for the Anatolia IV portion of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement projects (2) and (7), below. The issuance of building permits for the Anatolia IV portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

Implementation and Notification (Action by Project Applicant):

Comply fully with the above measure.

Verification (Action by the City):

1. Review the evidence submitted.
2. Monitor compliance during periodic site inspections as needed.
3. Consult with the Department of Transportation as necessary to determine compliance.

4. Track the total number of residential building permits approved in the master MMRP file (refer to the master MMRP file for the total number of residential building permits approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 5. Mitigation Measure 34d is hereby added to the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) to read as follows:

"With respect to the following development projects in the SunRidge Specific Plan Area: Sunridge Park I & II; and North Douglas; which are more specifically identified in Resolution 31-2006, final maps may be recorded for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (3), and (7) below. The issuance of building permits for the Sunridge Park I & II and North Douglas portions of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (6) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.

4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

Implementation and Notification (Action by Project Applicant):

Comply fully with the above measure.

Verification (Action by the City):

1. Review the evidence submitted.

2. Monitor compliance during periodic site inspections as needed.

3. Consult with the Department of Transportation as necessary to determine compliance.

4. Track the total number of residential building permits approved in the master MMRP file (refer to the master MMRP file for the total number of residential building permits approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 6. Mitigation Measure 34e is hereby added to the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) to read as follows:

"With respect to the Lot J development project in the SunRidge Specific Plan Area, which is more specifically identified in Resolution 31-2006, final maps may be recorded for the Lot J portion of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1), (4), (5) and (9), below, and no more than 50% of the building permits shall be issued for the Lot J portion of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (2), (6) and (7), below. The issuance of building permits for the Lot J portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (3) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

Implementation and Notification (Action by Project Applicant):

Comply fully with the above measure.

Verification (Action by the City):

1. Review the evidence submitted.
2. Monitor compliance during periodic site inspections as needed.
3. Consult with the Department of Transportation as necessary to determine compliance.
4. Track the total number of residential building permits approved in the master MMRP file (refer to the master MMRP file for the total number of residential building permits approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 7. Mitigation Measure 34f is hereby added to the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) to read as follows:

"With respect to the Anthology at Anatolia and Sundance development projects in the SunRidge Specific Plan Area, which are more specifically identified in Resolution 31-2006, final maps may be recorded for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan provided that all conditions of the Tentative Map required to be satisfied prior to final map have been satisfied. Notwithstanding the foregoing, no building permits shall be issued for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan prior to the commencement of construction of improvement projects (1) and (9), below, and no more than 50% of the building permits for the Anthology at Anatolia and Sundance portions of the SunRidge Specific Plan shall be issued prior to the commencement of construction of improvement project (4), below. The issuance of building permits for the Anthology at Anatolia and Sundance portion of the SunRidge Specific Plan shall in no way be conditioned upon the construction of improvement projects (2), (3), (5), (6), (7) and (8), below. The term "commencement of construction" shall be deemed satisfied if there is a fully executed contract for

construction of the improvement, all agreements and bonds required by such contract and the City of Rancho Cordova have been delivered to the appropriate party designated by such contract, all discretionary permits required for such construction have been obtained, and the owner has delivered a "48 Hour Notice to Proceed" to the contractor pursuant to the terms of said contract.

1. Widen Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road.
2. Widen Douglas Road to four lanes from Sunrise Boulevard to Rancho Cordova Parkway.
3. Widen Douglas Road to four lanes from Rancho Cordova Parkway to Americanos Boulevard.
4. Widen Sunrise Boulevard to four lanes from Douglas Road to Chrysanthy Boulevard.
5. Install a traffic signal at the intersection of Sunrise Boulevard and Chrysanthy Boulevard.
6. Reconstruct two through lanes including adjacent frontage prior to development of adjacent fronting property on Rancho Cordova Parkway from Douglas Road to Chrysanthy Boulevard, or two through lanes of Chrysanthy Boulevard including adjacent frontage from Rancho Cordova Parkway to meet the existing Chrysanthy Boulevard in Anatolia.
7. Install a traffic signal at the intersection of Douglas Road and Rancho Cordova Parkway.
8. Install an interim traffic signal at the intersection of Sunrise Boulevard and Kiefer Boulevard.
9. Install a traffic signal at the intersection of Sunrise Boulevard and Monier Circle.

Implementation and Notification (Action by Project Applicant):

Comply fully with the above measure.

Verification (Action by the City):

5. Review the evidence submitted.

6. Monitor compliance during periodic site inspections as needed.

7. Consult with the Department of Transportation as necessary to determine compliance.

8. Track the total number of residential building permits approved in the master MMRP file (refer to the master MMRP file for the total number of residential building permits approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 8. Mitigation Measure 35 of the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) is hereby amended to read as follows:

"Mitigation Measure 35a: Phase 1 Circulation Improvements Part 2

No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to commencement of construction of the twenty-four roadway and one pedestrian/bicycle improvement projects included for Sunridge funding as Phase 1 circulation improvement projects in Figure A-2 of the Sunridge Public Facilities Financing Plan, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines that all twenty-four roadway projects and one pedestrian/bicycle project are expected to be completed prior to the traffic generated by said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant. In the event that the three intersection improvements (Sunrise Blvd./SR-16, Sunrise Blvd./Grantline Rd., and Grantline Rd./SR-16) indicated in Figure A-2 as 100% financed by other sources require supplementary funding, the SunRidge Specific Plan will advance such funding to assure timely construction prior to recording more than 3,025 building lots and will be eligible for reimbursement from the other funding sources if and when available.

This Mitigation Measure 35a shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Resolution 31-2006.

- Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance will be subject to Mitigation Measure 35b

Implementation and Notification (Action by Project Applicant):

1. Comply fully with the above measure.

2. Prior to the approval of any final maps for a cumulative total of 3,026 or more residential building lots, submit to the City evidence that the above listed Phase 1 circulation improvement projects are under construction, or that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems.

Verification (Action by the City):

1. Review the evidence submitted.

2. Monitor compliance during periodic site inspections as needed.

3. Consult with the Department of Transportation as necessary to determine compliance.

4. Track the total number of residential building lots approved in the master MMRP file (refer to the master MMRP file for the total number of residential building lots approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 9. Mitigation Measure 35b is hereby added to the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) to read as follows:

"With respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Resolution 31-2006, no more than a cumulative total of 5,225 building permits for residential dwelling units within the SunRidge Specific Plan shall be issued prior to the commencement of construction of the fifteen roadway improvement projects (1)-(15) listed below, except that the Chief Building Official may issue additional building permits for subdivisions within the SunRidge Specific Plan subsequent to a report prepared or approved by the Department of Public Works if he/she determines that all fifteen projects are expected to

be completed prior to traffic generated by said 5,225 units and that development of more than 5,225 units will not result in safety problems. Circumstances could change wherein the City could find that any or all of the fifteen roadway improvement projects listed below are unnecessary, undesirable, or infeasible, in which case the Director of Public Works may adjust the list as recommended by a report prepared or approved by the Department of Public Works. Any traffic studies required by the City in support of such determination shall be paid for by the property owner.

1. Construct Zinfandel Drive as a four-lane road from International Drive to Douglas Road, and install a signal at the Douglas Road intersection.
2. Widen Douglas Road to four lanes from Zinfandel Drive-Eagles Nest Road to Sunrise Blvd.
3. Install a traffic signal and make improvements to the intersection of Zinfandel Drive and International Drive.
4. Construct Chrysanthy Boulevard as a four lane road from Sunrise Boulevard to Rancho Cordova Parkway.
5. Install a traffic signal at the intersection of Chrysanthy Boulevard and Rancho Cordova Parkway.
6. Widen Sunrise Blvd to four lanes from Chrysanthy Boulevard to Kiefer Boulevard.
7. Widen Sunrise Boulevard to four lanes from Kiefer Boulevard to SR 16.
8. Install a traffic signal and make improvements at the intersection of Sunrise Boulevard and SR 16.
9. Widen Douglas Road to four lanes from Americanos Boulevard to Grant Line Road.
10. Realign Grant Line Road/White Rock Road from Douglas Road to Prairie City Road, widen shoulders and add turn pockets.
11. Install a traffic signal at the intersection of Grant Line Road and White Rock Road
12. Install a traffic signal and make improvements to the intersection of Grant Line Road and SR 16.
13. Widen SR-16 to four lanes from Sunrise Road to Grant Line Road.
14. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Kiefer Boulevard.
15. Install a traffic signal and make improvements to the intersection of Sunrise Boulevard and Grant Line Road.

<u>Implementation and Notification (Action by Project Applicant)</u>:

1. Comply fully with the above measure.

2. Prior to the issuance of a cumulative total of 5,226 residential building permits, submit to the City evidence that the above-listed Phase 1 bond eligible circulation improvement projects are under construction, or that development of more than 5,225 units will not result in safety problems.

Verification (Action by the City):

1. Review the evidence submitted.
2. Monitor compliance during periodic site inspections as needed.
3. Consult with the Department of Transportation as necessary to determine compliance.
4. Track the total number of residential building units approved in the master MMRP file (refer to the master MMRP file for the total number of residential building permits issued to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 10. Mitigation Measure 36 of the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) is hereby amended to read as follows:

"Mitigation Measure 36: Zinfandel Drive Extension

No more than a cumulative total of 3,025 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the Zinfandel Drive extension from International Drive to Douglas Road with a minimum of two continuous traffic lanes on both the Mather and Villages of Zinfandel properties, except that the City Council may approve final subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines that the Zinfandel Drive extension is expected to be completed prior to traffic generated by said 3,025 residential building lots and that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

This Mitigation Measure 36 shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23;

Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Resolution 31-2006.

Implementation and Notification (Action by Project Applicant):

1. Comply fully with the above measure.

2. Prior to the approval of any final maps for a cumulative total of 3,026 or more residential building lots, submit to the City evidence that the above listed Phase 1 circulation improvement projects are under construction, or that development of more than 3,025 lots will not result in unacceptable traffic congestion or safety problems.

Verification (Action by the City):

1. Review the evidence submitted.

2. Monitor compliance during periodic site inspections as needed.

3. Consult with the Department of Transportation as necessary to determine compliance.

4. Track the total number of residential building lots approved in the master MMRP file (refer to the master MMRP file for the total number of residential building lots approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 11. Mitigation Measure 37 of the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) is hereby amended to read as follows:

"Mitigation Measure 37a: Additional Circulation Improvements

No more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of

construction of the following circulation improvements in addition to the Phase 1 projects listed in Figure A-2 of the Sunridge Public Facilities Financing Plan:

a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
c. Four traffic lanes on Douglas Road from the Folsom South Canal bridge to Grantline Road.
d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

An exception to the above-stated requirement is that the City Council may approve final map subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines the projects described as 12(a) through 12(g) above are expected to be completed prior to traffic generated by said 6,500 residential building lots and that development of more than 6,500 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

This Mitigation Measure 37a shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Resolution 31-2006.

- Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance will be subject to Mitigation Measure 37b

Implementation and Notification (Action by Project Applicant):

1. Comply fully with the above measure.

2. Prior to the approval of any final maps for a cumulative total of 6,500 or more residential building lots, submit to the City evidence that the above listed circulation improvement projects are under construction, or that development

of more than 6,500 lots will not result in unacceptable traffic congestion or safety problems.

Verification (Action by the City):

1. Review the evidence submitted.
2. Monitor compliance during periodic site inspections as needed.
3. Consult with the Department of Transportation as necessary to determine compliance.
4. Track the total number of residential building lots approved in the master MMRP file (refer to the master MMRP file for the total number of residential building lots approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 12. Mitigation Measure 37b is hereby added to the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) to read as follows:

"With respect to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Resolution 31-2006, no more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following roadway improvement projects:

a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.

c. Traffic signals at SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.
d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

Implementation and Notification (Action by Project Applicant):

1. Comply fully with the above measure.

2. Prior to the approval of any final maps for a cumulative total of 6,500 or more residential building lots, submit to the City evidence that the above listed circulation improvement projects are under construction, or that development of more than 6,500 lots will not result in unacceptable traffic congestion or safety problems.

Verification (Action by the City):

1. Review the evidence submitted.

2. Monitor compliance during periodic site inspections as needed.

3. Consult with the Department of Transportation as necessary to determine compliance.

4. Track the total number of residential building lots approved in the master MMRP file (refer to the master MMRP file for the total number of residential building lots approved to date).

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 13. Mitigation Measure 38 of the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) is hereby amended to read as follows:

"Mitigation Measure 38a: Orderly On-Site Circulation Improvements

In order to promote the orderly development of the major roadway circulation system in the SunRidge Specific Plan and to minimize traffic and safety problems resulting from discontinuous improvements on arterial and thoroughfare streets serving the traffic from individual development projects, all final maps and associated improvement plans for SRSP subdivision will be reviewed to determine the adequacy of the Sunridge circulation system improvements currently in place. The City's Transportation Planning and Land Development/Site Improvement Review Sections will determine if additional roadway improvements within the SRSP are required beyond those proposed with final maps/improvement plans. In such determinations, the developer will be required to augment the construction of roadway improvements located on or adjacent to his/her property with other roadway improvements located within SRSP. The matrix of SRSP Onsite Roadway Improvement Phasing Requirements indicated in Table 1 and keyed to the Sunridge Financing Plan's Roadway CIP is advisory with regard to the particular roadway improvements and traffic criteria to be considered for the development of parcels within each SRSP ownership group as identified in the SRSP Land Use Allocation Table.

This Mitigation Measure 38a shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Resolution 31-2006.

- Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance will be subject to Mitigation Measure 38b

Implementation and Notification (Action by Project Applicant):

1. Comply fully with the above measure.

2. Consult with the City's Transportation Planning and Land Development/Site Improvement Review Sections as needed to determine further implementation of this measure.

3. Prior to the approval of any final maps and associated improvement plans submit to the City evidence that this measure will be met to the satisfaction of the City's Transportation Planning and Land Development/Site Improvement Review Sections.

Verification (Action by the City):

1. Consult with the City's Transportation Planning and Land Development/Site Improvement Review Sections to determine implementation of and compliance with this measure.

2. Review the evidence that this measure will be met to the satisfaction of the City's Transportation Planning and Land Development/Site Improvement Review Sections.

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 14. Mitigation Measure 38b is hereby added to the Master Mitigation Monitoring and Reporting Program for SunRidge Specific Plan (Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037) to read as follows:

'Development applicants for the Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance development projects shall:

i. Prior to recordation of a final map, pay a fee of $865 per residential dwelling unit; and
ii. Prior to issuance of building permits, pay a fee of $4,195 per residential dwelling unit.

These fees shall be in addition to any other fees the development applicant is subject to or has otherwise agreed to pay.

Implementation and Notification (Action by Project Applicant):

1. Comply fully with the above measure.

Verification (Action by the City):

1. Consult with the City's Finance Department, Public Works Department, and Building Department to determine implementation of and compliance with this measure.

Comments:

Completion of Mitigation Verified:

City

Signature: _____

Date: _____"

SECTION 15. For purposes of identification in this Resolution 31-2006, the development projects commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance are more specifically identified as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION 16. Effective Date.

This Resolution shall become effective immediately or upon the effective dates of Rancho Cordova Ordinances 13-2006 and 14-2006, whichever is later.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, this 17th day of April, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____

Robert J. McGarvey, Mayor

ATTEST:

_____

Lillian E. Hare, City Clerk

EXHIBIT A

Property Descriptions for:

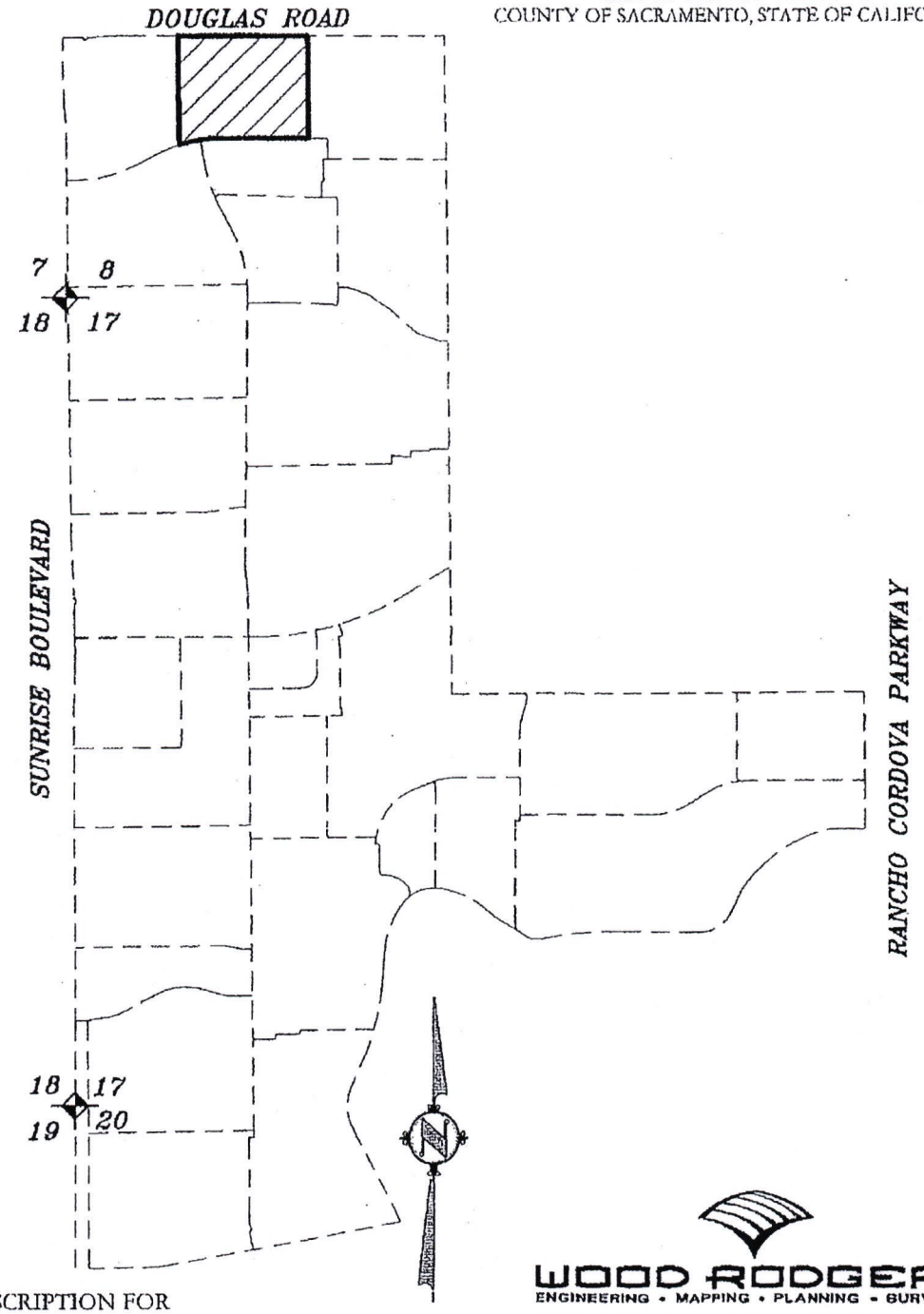
- Anthology at Anatolia
- Anatolia III, Villages 9, 11, and 23
- Anatolia IV
- Sunridge Park I & II
- North Douglas
- Lot J
- Sundance

Exhibit A - Anthology at Anatolia

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANTHOLOGY AT ANATOLIA
ALL OF LOT 2 OF 316 B.M. 8
SEC. 8, T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=1000'

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

TENTATIVE SUBDIVISION MAP

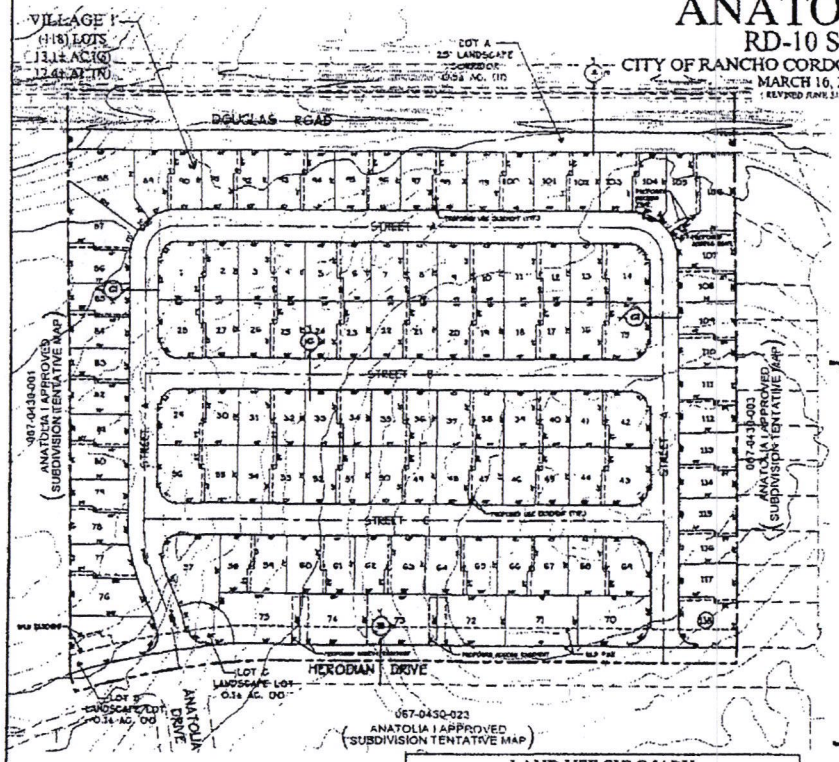
ANATOLIA I

RD-10 SITE

CITY OF RANCHO CORDOVA, CALIFORNIA

MARCH 16, 2005

(REVISED JUNE 21, 2005)



LAND USE SUMMARY

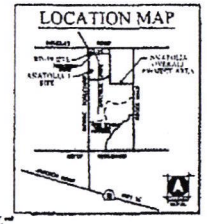
LOT NO./ VILLAGE NO.	GENERAL PLAN / SPECIFIC PLAN / ZONING DESIGNATION	USE	ACRES (G)	ACRES (N)	UNITS
VILLAGE I	LDR/MDR-RD7/RD10	S-F RESIDENTIAL (INTERIOR LOTS)	10.4	11.1	118
SUBTOTAL			10.4	11.1	118
LOTS A-E	LDR/MDR-RD7/RD10	LANDSCAPE LOTS	0.7	1.0	0
DOUGLAS ROAD	-	MAJOR ROAD	1.0	1.0	0
SUBTOTAL			1.7	1.0	0
TOTAL			14.1	14.2	118

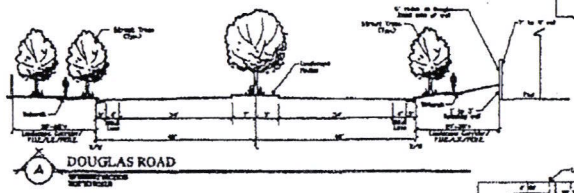
* LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGES OF ABOVE PARCELS.
GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE CORRIDOR LOTS.
NET ACREAGES INCLUDE PARCEL RESIDENTIAL STREETS ONLY.

NOTES:
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(b) OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A SELF PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHTS OF WAY EXCEPT AS APPROVED BY THE CITY ENGINEER.

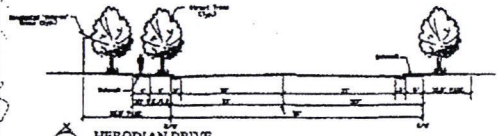
NORTH 0 60 120 240

LOCATION MAP

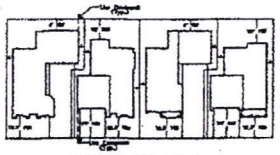




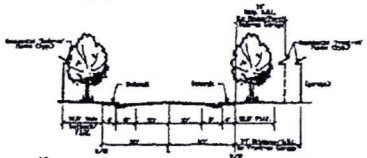
A DOUGLAS ROAD



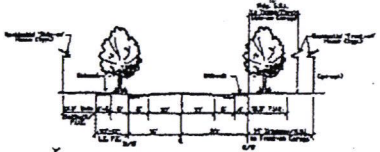
B HERODIAN DRIVE



TYPICAL SETBACKS



C MINOR RESIDENTIAL STREET



C1 MODIFIED MINOR RESIDENTIAL STREET

PROJECT NOTES

OWNER
M/I DEVELOPMENT ST. II
11200 COLLEGE TOWNE DR., STE. 9101
SACRAMENTO, CA 95826
CONTACT: ELISE TAAR (FOR JIM KOUNLIAN)
PHONE: (760) 563-2500

LAND USE CONSULTANT
ECONOMIC NOTES
1200 THIRD AVE, SUITE 1100
SACRAMENTO, CA 95818
CONTACT: TERRY THOMAS
PHONE: (760) 929-9444

ENGINEER/PLANNER/SURVEYOR
WOOD RODGERS INC.
3301 C ST, BLDG. 100-B
SACRAMENTO, CA 95816
CONTACT: ADAM MOTA/JOHN HANSON
PHONE: (760) 341-7760

ASSESSOR'S PARCEL NUMBERS
067-0430-023

AREA
14.1± ACRES

RANGE OF LOTS/DWELLS
118 SINGLE FAMILY LOTS
5 LANDSCAPE LOTS

ZONING & PROPOSED ZONING
RD-10

PUBLIC SERVICES & FACILITY PROVIDERS
DEPARTMENTS:	COUNTY OF SACRAMENTO
PARKS:	COUNTY OF SACRAMENTO
SEWER:	SACRAMENTO COUNTY SANITATION DISTRICT #1
WATER:	COUNTY OF SACRAMENTO
ELECTRICITY:	SMUD
GAS:	PACIFIC GAS & ELECTRIC
TELEPHONE:	AT&T
SCHOOL DISTRICT:	ELK GROVE UNIFIED SCHOOL DISTRICT
FIRE DISTRICT:	SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT:	CORDOVA RECREATION & PARK DISTRICT

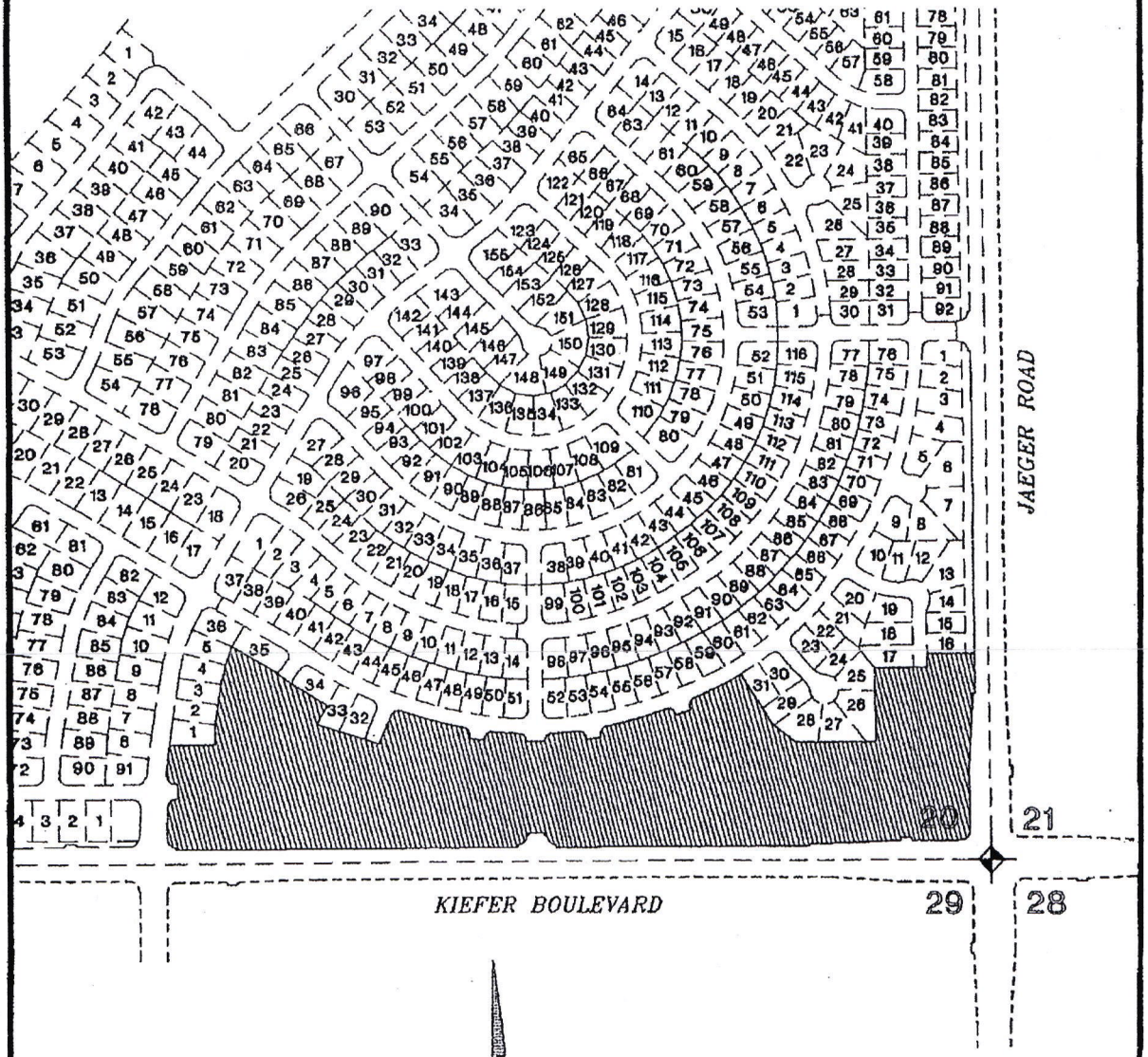
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Exhibit A – Anatolia III, Villages 9, 11 and 23

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III
TENTATIVE MAP VILLAGES 9 AND 11
SECTION 20, T.8 N., R.7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1"=400'

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

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

ANATOLIA III

(A PORTION OF THE SUNRIDGE SPECIFIC PLAN AREA
AND THE SUNRISE DOUGLAS COMMUNITY PLAN AREA)
CITY OF RANCHO CORDOVA, CALIFORNIA

OCTOBER 30, 2001

EXHIBIT "D"

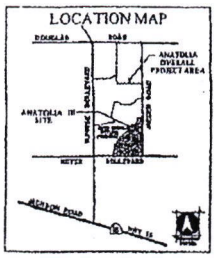


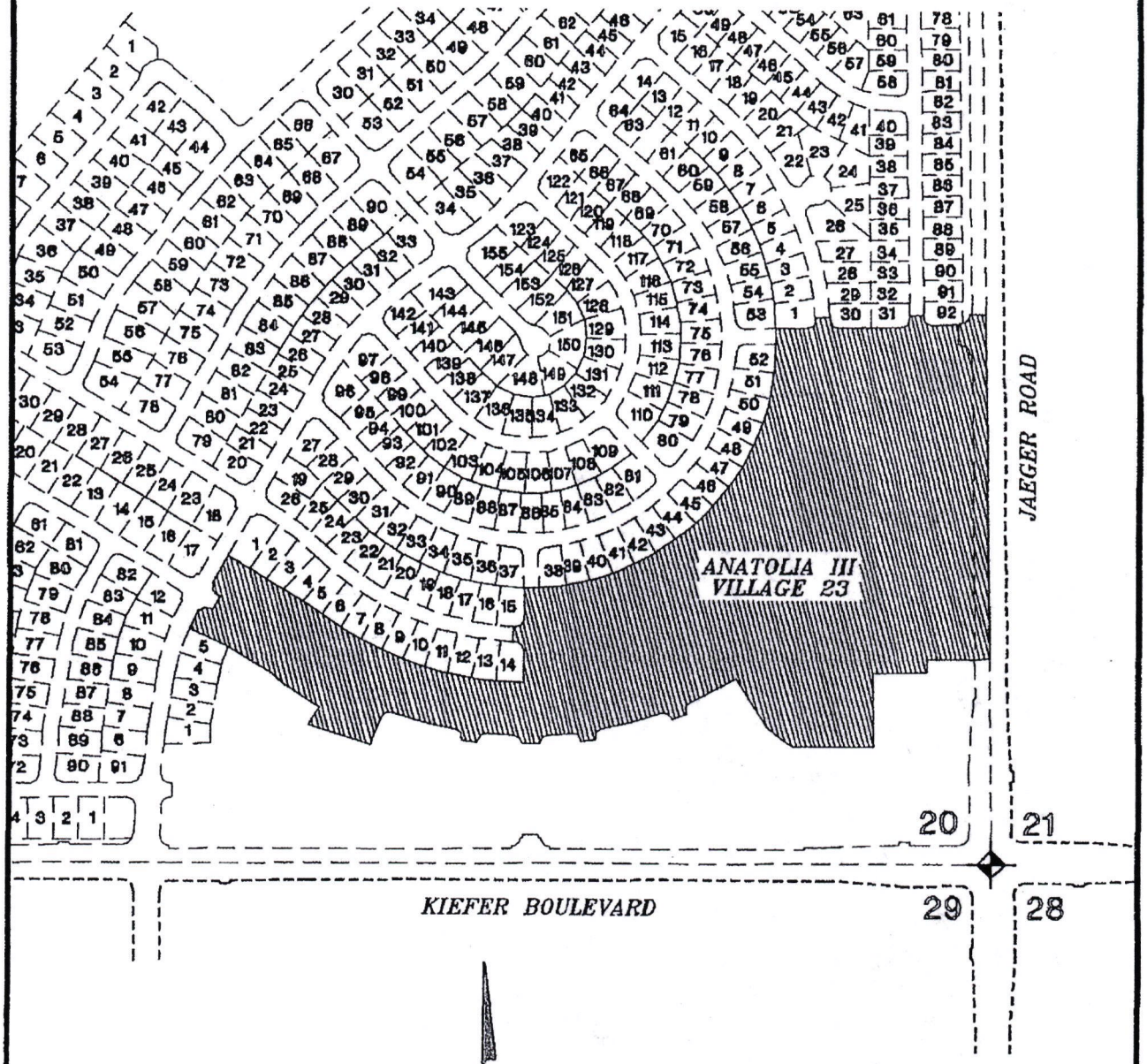
Exhibit A - Anatolia III, Village 23

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA III VILLAGE 23
SECTION 20, T.8 N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SEE DESCRIPTION FOR
COURSE INFORMATION

SCALE: 1" =400'

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

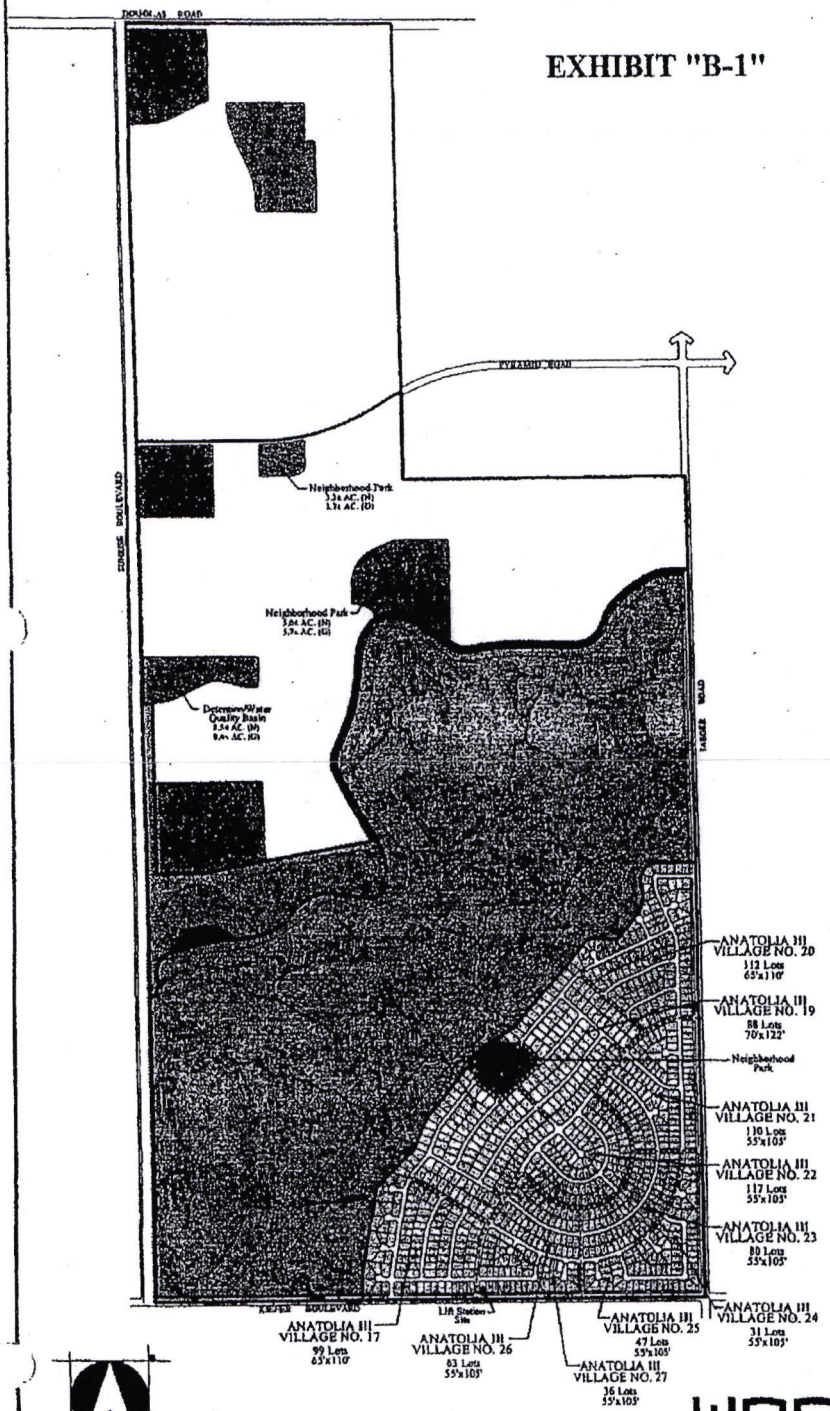
LAND USE MAP

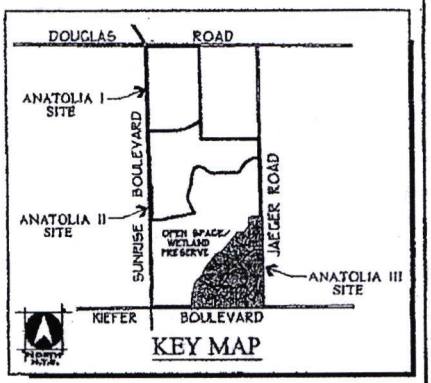
ANATOLIA III

CITY OF RANCHO CORDOVA, CALIFORNIA

JULY 30, 2003

EXHIBIT "B-1"





LAND USE SUMMARY TABLE

ANATOLIA III

VILLAGE NO.	GENERAL PLAN/ SPECIFIC PLAN/ ZONING DESIG.	TOTAL LOTS (TYPICAL LOT SIZE)	ACRES GROSS
18 & 19	LDR/RD-4/RD-4	184 LOTS (70'x122')	47.0
17 & 20	LDR/RD-5/RD-5	211 LOTS (65'x110')	53.9
21 - 27	LDR/RD-5/RD-5	484 LOTS (55'x105')	102.1
TOTAL		879 LOTS	203.0

NOTE: GROSS ACREAGES INCLUDE ALL STREETS AND LANDSCAPE/DRAINAGE CORRIDORS.

NORTH
N.T.S.

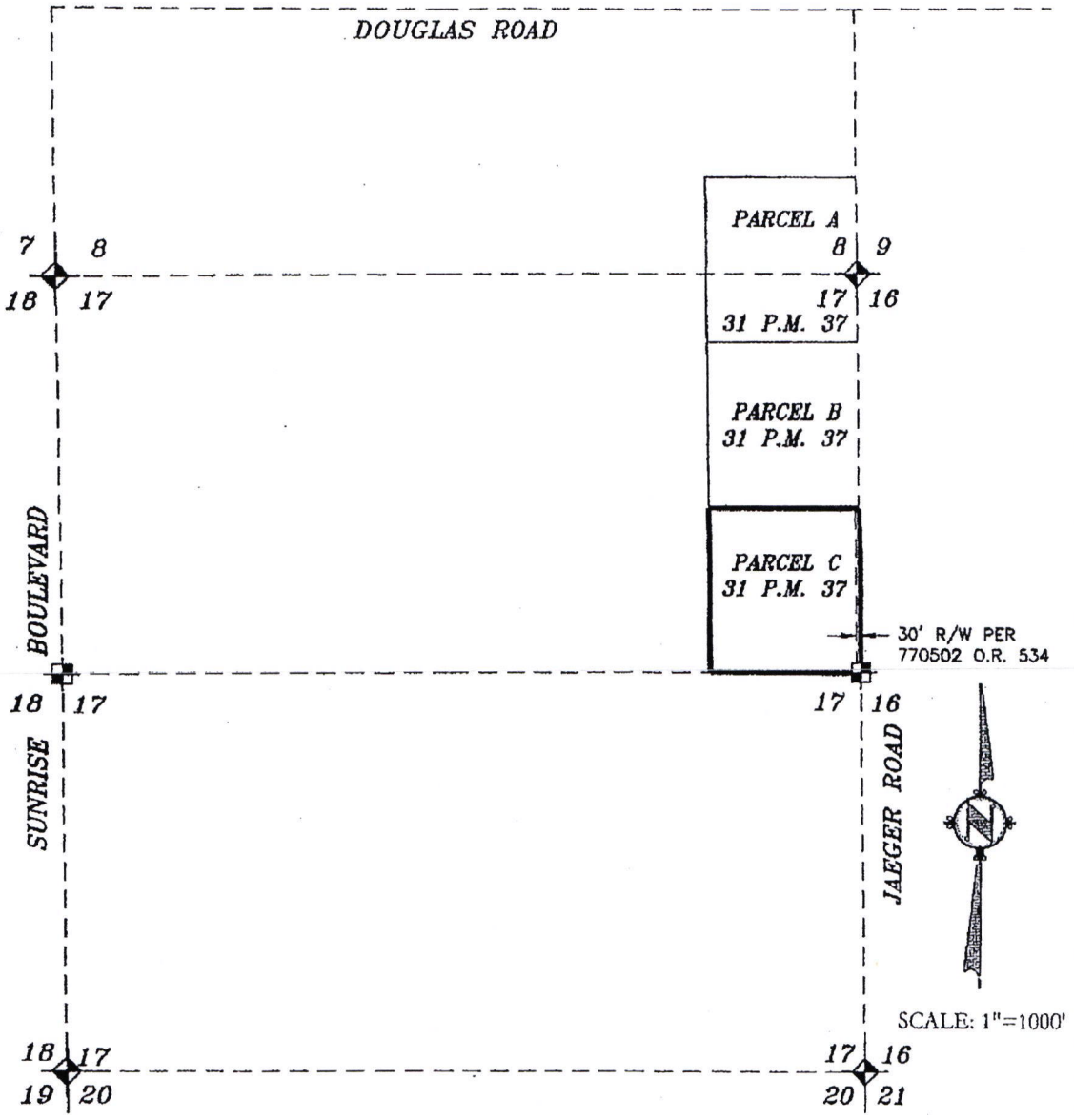
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Anatolia IV

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA IV
A PORTION OF SECTION 17
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



SCALE: 1"=1000'

SEE DESCRIPTION FOR
COURSE INFORMATION

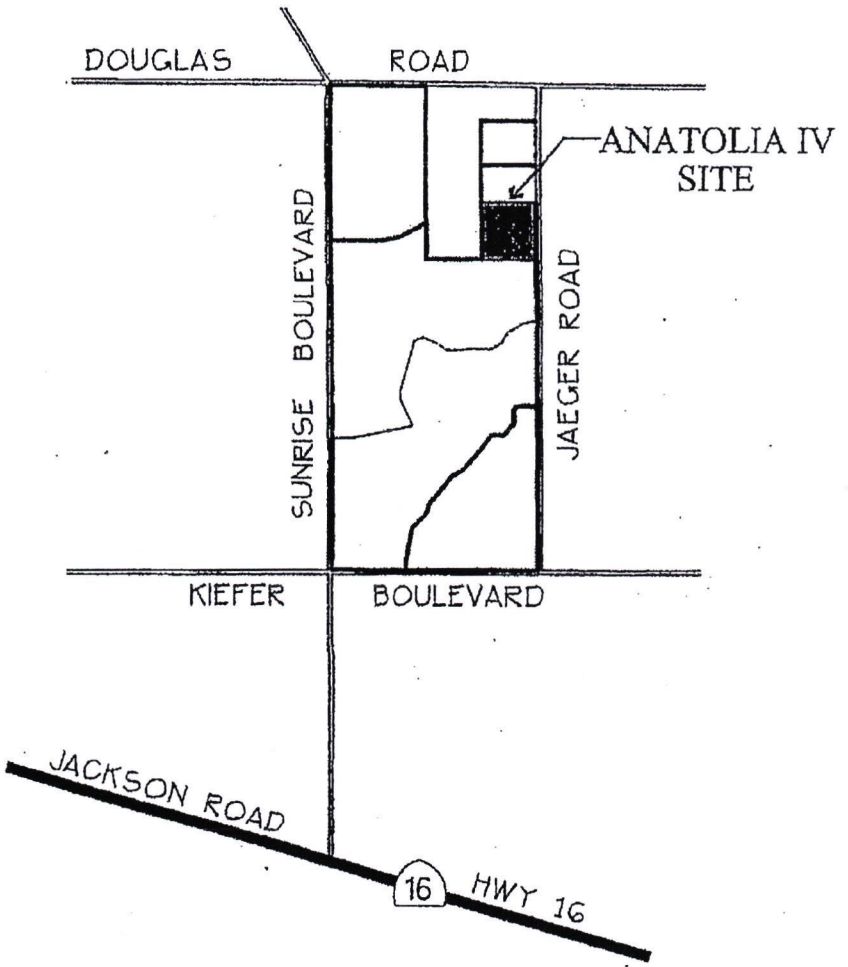
WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

LOCATION MAP
ANATOLIA IV

CITY OF RANCHO CORDOVA, CALIFORNIA

DECEMBER 30, 2004

EXHIBIT "A-3"



NORTH
N.T.S.

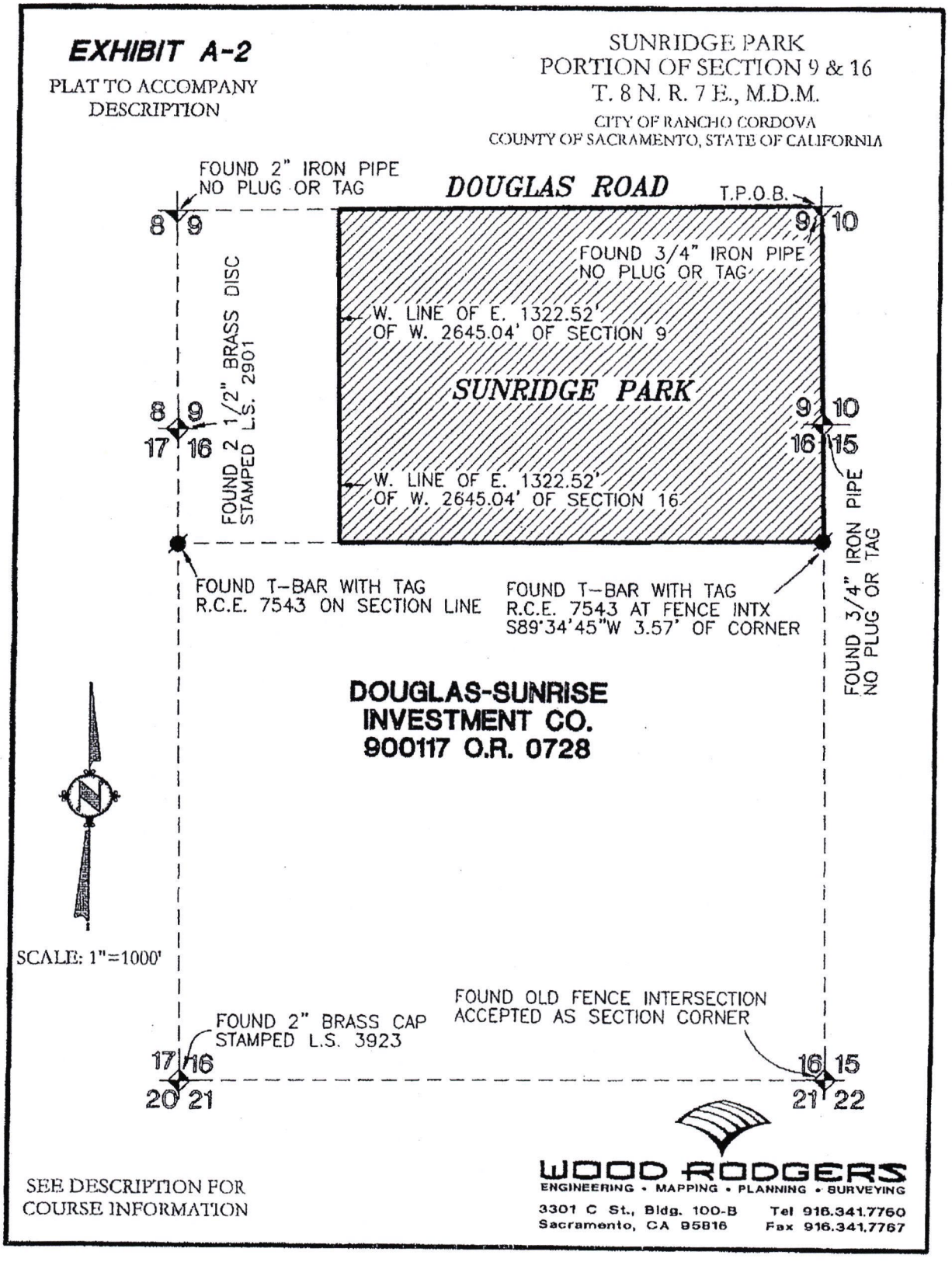
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Sunridge Park I and Sunridge Park II

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK
PORTION OF SECTION 9 & 16
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



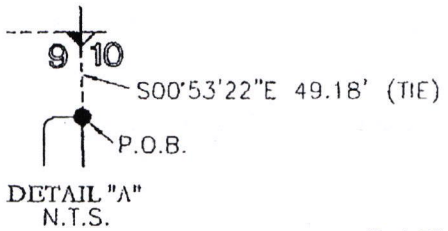
SEE DESCRIPTION FOR
COURSE INFORMATION

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

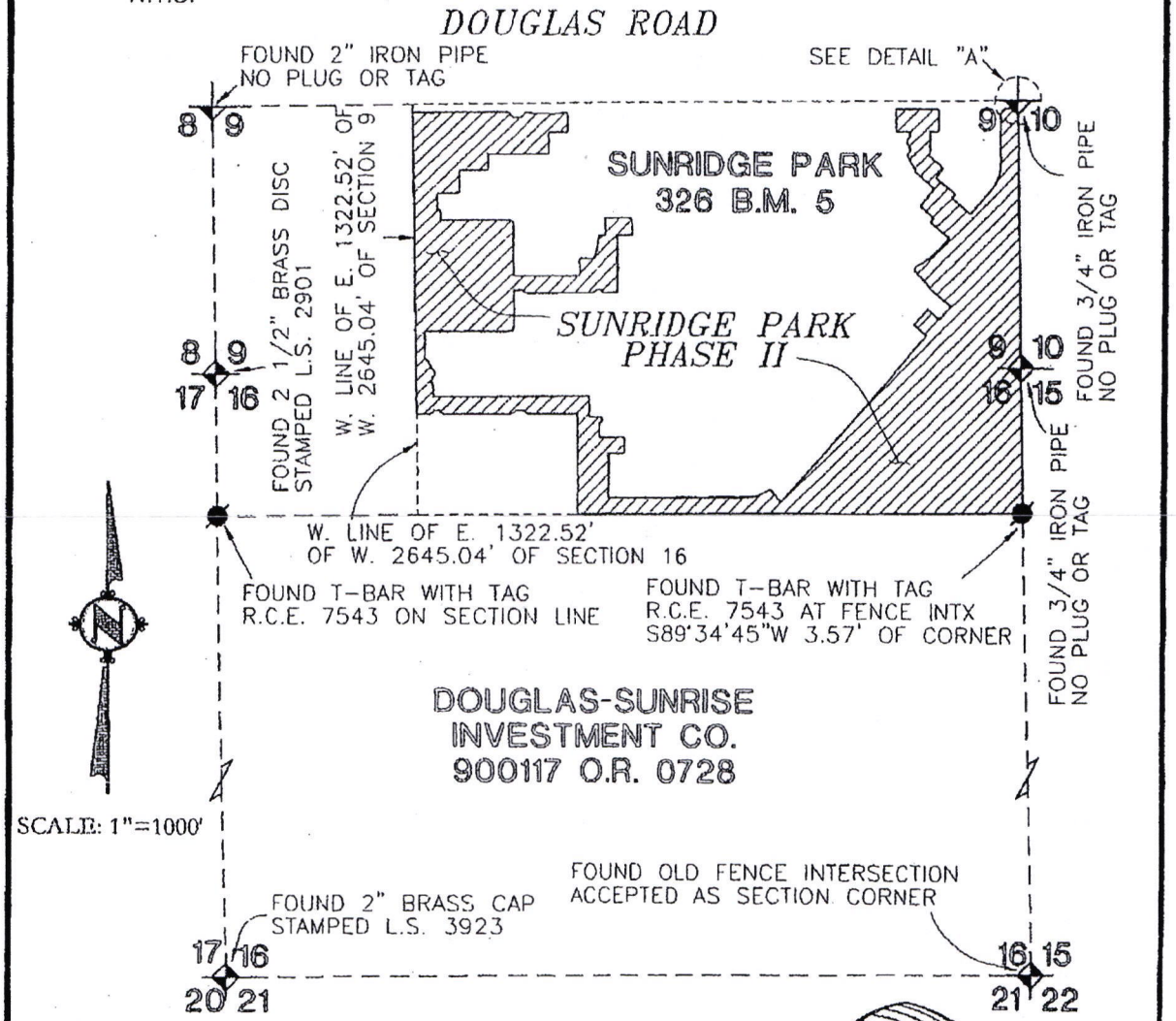
EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

SUNRIDGE PARK PHASE II
PORTION OF SECTION 9 & 16
T. 8 N. R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



DETAIL "A"
N.T.S.



SEE DESCRIPTION FOR
COURSE INFORMATION

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

Exhibit A - North Douglas

EXHIBIT A-2

PLAT TO ACCOMPANY
DESCRIPTION

NORTH DOUGLAS
LOTS 1 - 8 - 347 B.M. 9
A PORTION OF RANCHO RIO DE LOS AMERICANOS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SCALE: 1"=1000'

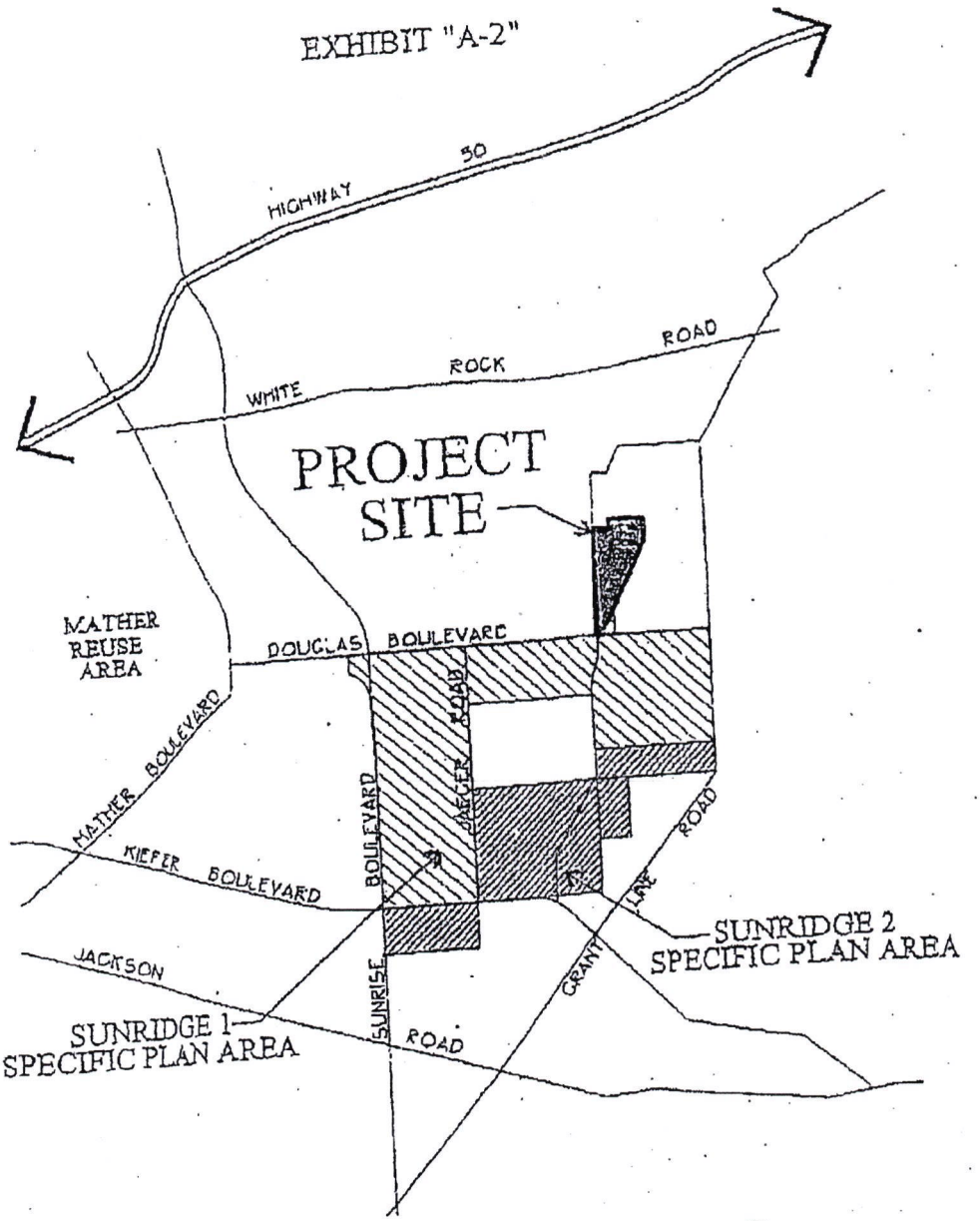
55 P.M. 30

SEE DESCRIPTION FOR
COURSE INFORMATION

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

LOCATION MAP
NORTH DOUGLAS
CITY OF RANCHO CORDOVA, CALIFORNIA
MARCH 2004

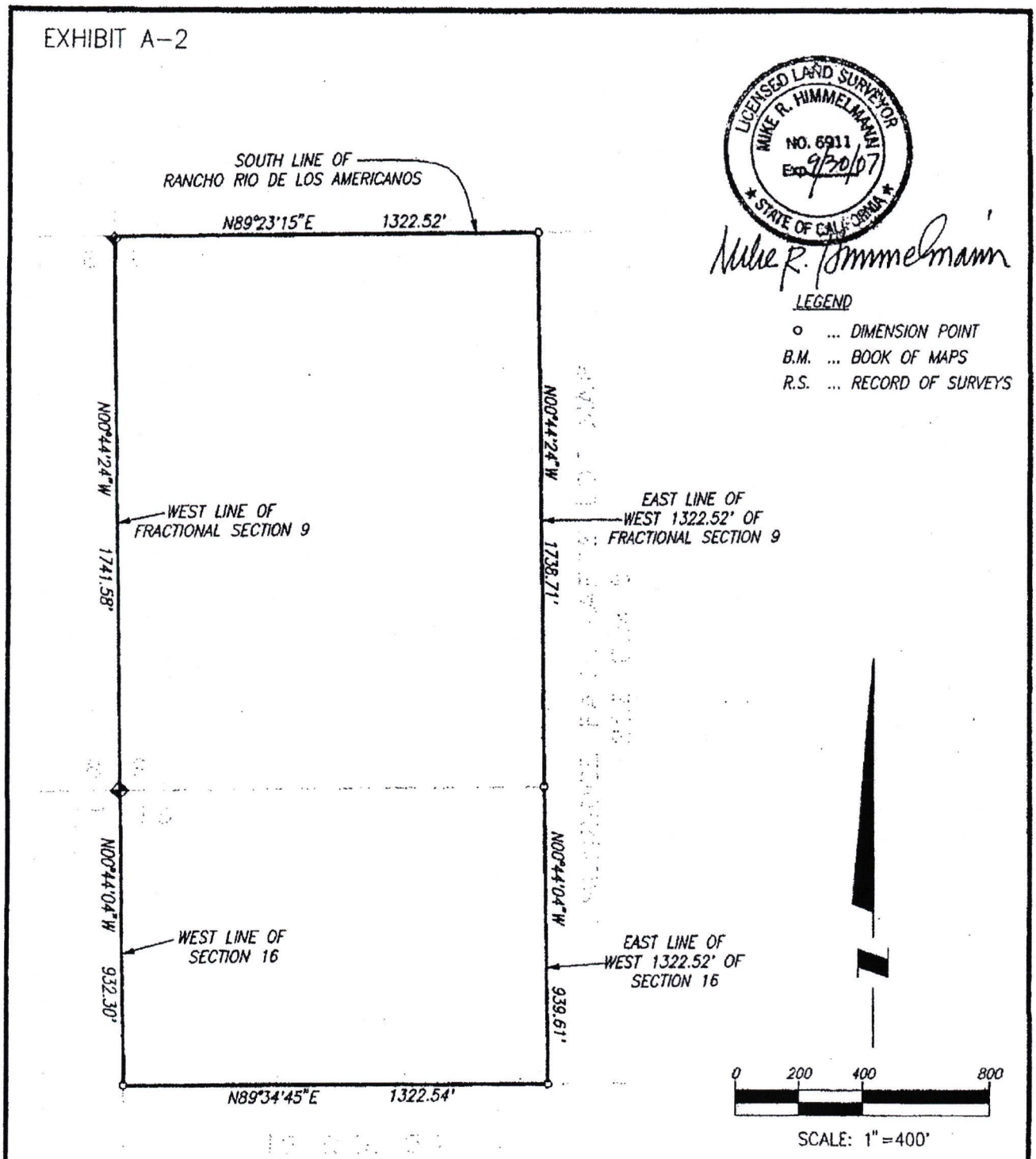
EXHIBIT "A-2"



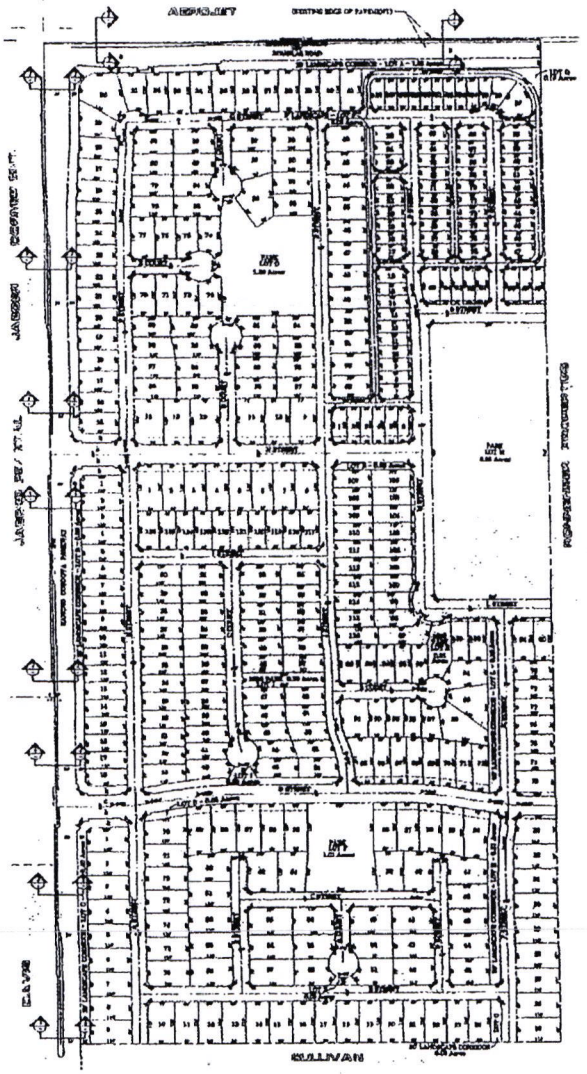
WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

Exhibit A - Lot J

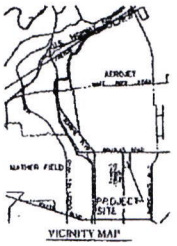
EXHIBIT A-2



CALC: MH DRN: DW CKD: MH APRVD: MH	EXHIBIT MAP FOR WEST 1322.52' OF A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, T.8N., R.7E., M.D.B. & M. COUNTY OF SACRAMENTO, CALIFORNIA MSA ENGINEERING, INC. ROSEVILLE, CALIFORNIA	DATE: 3.20.06 SCALE: 1"=400' FB: N/A WO: 03-105



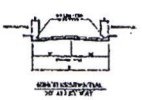


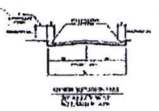


VICINITY MAP

GENERAL NOTES

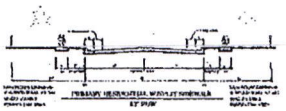
LAND USE SUMMARY

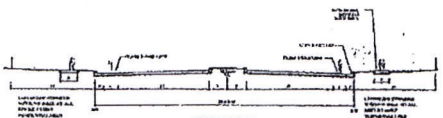


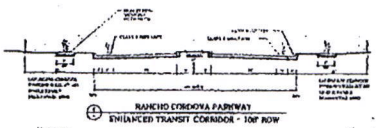


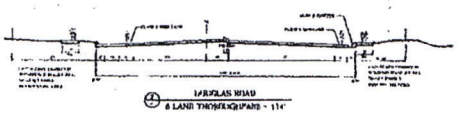


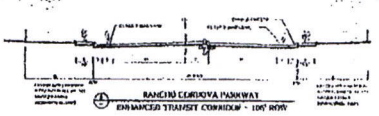


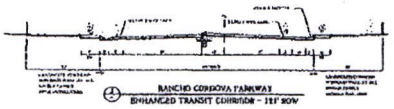


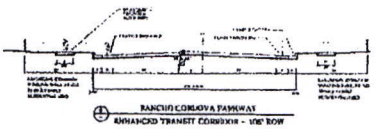

DOUGLAS ROAD
6 LANE THOROUGHFARE - 96'


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 106' ROW


DOUGLAS ROAD
6 LANE THOROUGHFARE - 114'


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 106' ROW


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 112' ROW


RANCHO CORDOVA PARKWAY
ENHANCED TRANSIT CORRIDOR - 106' ROW

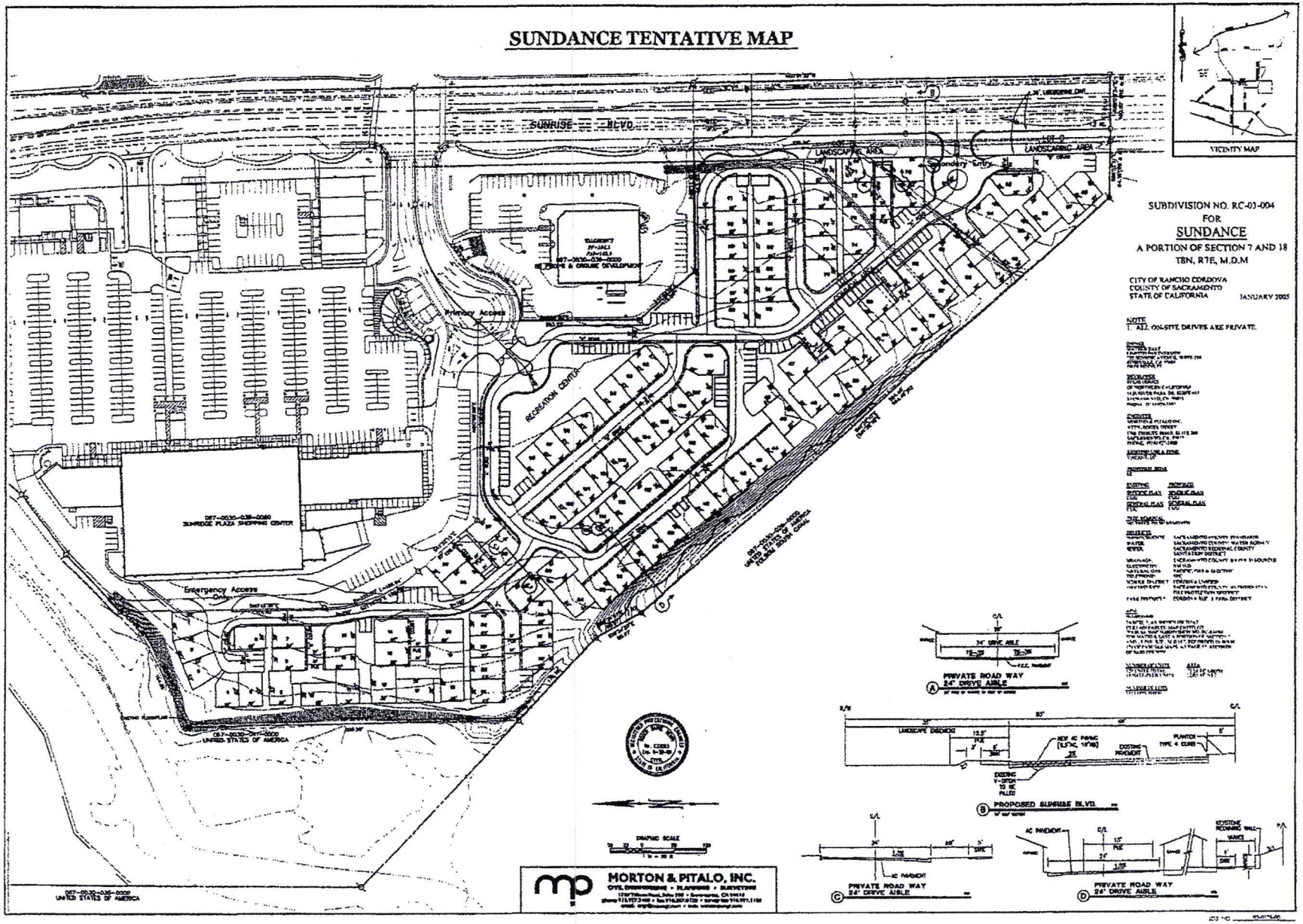
TENTATIVE SUBDIVISION MAP
STREET AND LOTTING PLAN
MARCH 30, 2005

SUN RIDGE LOT J
SUN RIDGE SPECIFIC PLAN
CITY OF RANCHO CORDOVA, CALIFORNIA

MSA ENGINEERING

Exhibit A - Sundance

SUNDANCE TENTATIVE MAP



CITY OF RANCHO CORDOVA

RESOLUTION NO. 32-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING CONDITIONS OF APPROVAL AND MITIGATION MONITORING REPORTING PROGRAM REQUIREMENTS RELATING TO TRAFFIC PHASING REQUIREMENTS FOR CERTAIN DEVELOPMENT PROJECTS WITHIN THE SUNRIDGE SPECIFIC PLAN AREA

WHEREAS, pursuant to Ordinance No. 13-2006, the City of Rancho Cordova ("City") has amended Title VI, Chapter 7, Article 1, Section 607-15, Subsections 45-49 of the City Zoning Code relating to traffic phasing requirements for the Sunridge Specific Plan ("SRSP"), which requirements were initially adopted by Sacramento County Ordinance No. SZC 2002-0015; and

WHEREAS, pursuant to Ordinance No. 14-2006, the City has amended conditions of approval relating to traffic phasing requirements that were attached to a land use rezoning ordinance for the Sunridge Specific Plan Area, which conditions were initially adopted by Sacramento County Ordinance No. SZC 2002-0014; and

WHEREAS, pursuant to Resolution No. 31-2006, the City has amended mitigation measures relating to traffic phasing requirements set forth in the Master Mitigation Monitoring and Reporting Program for the Sunridge Specific Plan Area; and

WHEREAS, the above changes only affect certain development projects located within the SRSP Area; and

WHEREAS, these development projects are more commonly known as Anthology at Anatolia; Anatolia III, Villages 9, 11, and 23; Anatolia IV; Sunridge Park I, Sunridge Park II, North Douglas, Lot J and Sundance (the "Development Projects"); and

WHEREAS, with respect to some of these Development Projects, conditional approvals and mitigation monitoring reporting program requirements were attached to the approval of tentative maps for the Development Projects ("Conditional Approvals"); and

WHEREAS, in order to insure consistent implementation of the traffic phasing requirements as amended by Ordinances 13-2006 and 14-2006, and Resolution 31-2006, it is necessary to amend the Conditional Approvals in order to reflect the amended traffic phasing requirements;

NOW THEREFORE, the City Council of the City of Rancho Cordova does hereby resolve as follows:

SECTION 1. Findings and Evidence.

A. Finding: The proposal will not have a significant adverse impact on the environment and an Addendum to the EIR for the Sunrise-Douglas Community Plan (SDCP) Sunridge Specific Plan (SRSP) has been prepared and completed in accordance with the California Environmental Quality Act (CEQA).

Evidence: On the basis of the Addendum to the EIR for the SDCP/SRSP and the whole record, there is no substantial evidence that the proposal would have a significant adverse impact on the environment. The revisions to the phasing of the roadway improvements described herein will not create a new significant environmental impact or substantially increase the severity of a significant impact that was not previously identified by the SDCP/SRSP EIR. Further, there have not been any changes in the traffic conditions in the vicinity of the Development Projects since the EIR was certified by the County of Sacramento in 2002 that have created a new significant environmental impact or substantially increased the severity of a significant impact not identified in the SDCP/SRSP EIR. Finally, there are no mitigation measures or alternatives previously found not to be feasible in the SDCP/SRSP EIR, or considerably different from those analyzed in the previous SDCP/SRSP EIR, that have now been found to be, in fact, feasible or found to substantially reduce one or more significant effects of the SDCP/SRSP.

B. Finding: The proposal will be consistent with the future adopted General Plan; further, there is little or no probability that the project will be detrimental to or interfere with the implementation of the future adopted General Plan. The proposal will implement and be consistent with goals and policies of the interim General Plan documents that have been adopted by the City Council

Evidence: The request revises the phasing of roadway improvements in the Zoning Conditions on certain parcels in the Sunridge Specific Plan. Property owners will be required to install needed roadway improvements as described in the Rancho Cordova Transportation Infrastructure Phasing Study prepared by Fehr & Peers (March 23, 2006). This Study found that the revised phasing of roadway improvements implements the intent of the prior Zoning Ordinance, and is consistent with the Roadway System Map in the Circulation Plan, adopted as the City's Interim General Plan (Circulation Element) on May 16, 2005.

SECTION 2. Identification of Prior Development Project Approvals

For purposes of this Resolution 32-2006, the Conditional Approvals subject to amendment by this Resolution are as follows:

a) Anthology at Anatolia – Conditional Approvals adopted pursuant to Planning Commission Resolution 49-2005, adopted September 22, 2005;
b) Anatolia III, Villages 9, 11 and 23 ("Anatolia III") – Conditional Approvals adopted pursuant to City Council Resolution 58-2003, adopted September 15, 2003;

c) Sunridge Park I – Conditional Approvals adopted pursuant to City Council Resolution 1-2004, adopted January 20, 2004, as amended by City Council Resolution 135-2004, adopted August 2, 2004;
d) Sunridge Park II – Conditional Approvals adopted pursuant to Planning Commission Resolution 44-2005, adopted August 25, 2005;
e) Sundance – Conditional Approvals adopted pursuant to Planning Commission Resolution 20-2004, adopted January 27, 2005; and
f) North Douglas – Conditional Approvals adopted pursuant to City Council Resolution 84-2004, adopted June 21, 2004

SECTION 3. The following Conditional Approvals are hereby amended as follows:

a. Condition of Approval No. 1, Paragraph 2, for the development projects known as Anatolia III and Sunridge Park II, is hereby amended to read as follows:

"In addition to the conditions within the exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, adopted July 17, 2002, as amended by Ordinance No. 13-2006."

b. Condition of Approval No. 1, for the development project known as Sunridge Park I, is hereby amended to read as follows:

"The development approved by this action is for 801 single-family lots, 14 residential large lots (villages), 15 landscape corridor lots and one remainder lot, which is composed of the delineated wetlands, within the project area. In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, adopted July 17, 2002, as amended by Ordinance No. 13-2006."

c. Condition of Approval No. 1, for the development project known as North Douglas, is hereby amended to read as follows:

"The development approved by this action is for 680 single-family lots, 8 residential large lots (villages), a neighborhood park (Lot A), 4 landscape corridor lots (C-F). In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, adopted July 17, 2002, as amended by Ordinance No. 13-2006."

d. Condition of Approval No. 1, for the development project known as Sundance, is hereby amended to read as follows:

"The development approved by this action is for a Tentative Subdivision Map for 129 lots, 101 detached single family units and 14 half-plex (28 units) and a Special Development Permit for reduced setbacks and lot area, as shown within

the exhibits. In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, adopted July 17, 2002, as amended by Ordinance No. 13-2006."

e. Condition of Approval No. 4, Paragraph 2, for the development projects known as Anatolia III, Sunridge Park I, and Sunridge Park II, is hereby amended to read as follows:

"In addition to the mitigation measures herein, the applicant shall comply with the applicable mitigation measures in the Mitigation Monitoring and Reporting Program adopted for the Sunrise Douglas/Sunridge Final Environmental Impact Report (County Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037), as amended by Resolution No. 31-2006."

f. Condition of Approval No. 4, Paragraph 2, for the development project known as North Douglas, is hereby amended to read as follows:

"In addition to the mitigation measures herein, the applicant shall comply with all applicable mitigation measures in the Mitigated Negative Declaration for this project and all applicable mitigation measures in the Mitigation Monitoring and Reporting Program adopted for the Sunrise Douglas/Sunridge Final Environmental Impact Report (County Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037), as amended by Resolution No. 31-2006."

g. Condition of Approval No. 4, for the development project known as Sundance, is hereby amended to read as follows:

"The applicant shall comply with the applicable mitigation measures in the Mitigation Monitoring and Reporting Program adopted for the Sunrise Douglas/Sunridge Final Environmental Impact Report (County Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037), as amended by Resolution No. 31-2006. The applicant shall pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is $2,000. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount."

h. Condition of Approval No. 1, for the development project known as Anthology at Anatolia, is hereby amended to read as follows:

"The development approved by this action is for no more than 118 single-family lots, and a Special Development Permit to reduce the minimum lot size and vary the required setbacks, as shown on Exhibit A. In addition to the conditions within this exhibit, the applicant shall comply with the applicable zoning conditions in SZC 2002-0015 for the SunRidge Specific Plan, adopted July 17, 2002, as amended by Ordinance 13-2006."

i. Condition of Approval No. 4, Paragraph 2, for the development project known as Anthology at Anatolia, is hereby amended to read as follows:

"In addition to the mitigation measures herein, the applicant shall comply with the applicable mitigation measures in the Mitigation Monitoring and Reporting Program adopted for the Sunrise Douglas/Sunridge Final Environmental Impact Report (County Control No. 93-SFB-GPB-CZB-0243 & 97-SDB-0037), as amended by Resolution No. 31-2006."

SECTION 4. Effective Date.

This Resolution shall become effective immediately or upon the effective dates of Rancho Cordova Ordinances 13-2006 and 14-2006, whichever is later.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, this 17th day of April, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

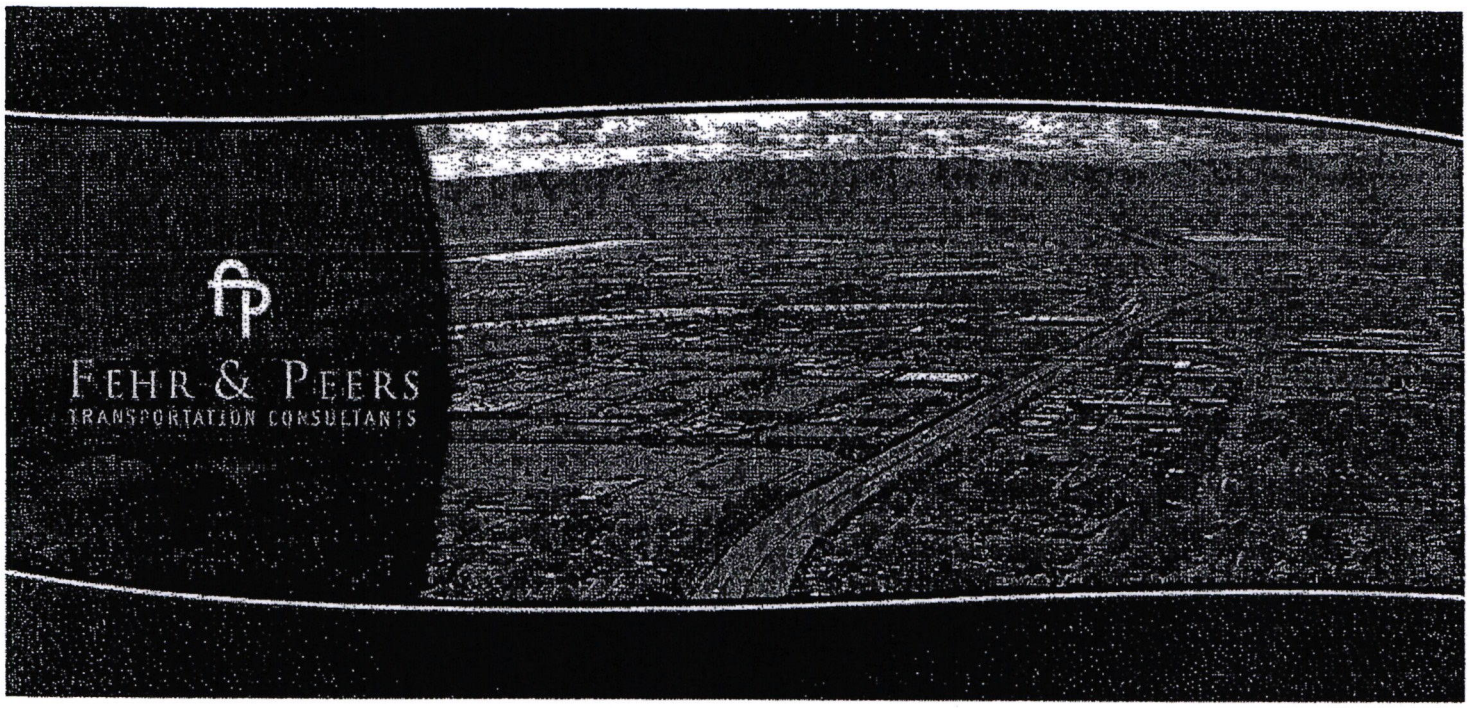
_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

813035.1

Attachment 6



DRAFT REPORT

RANCHO CORDOVA TRANSPORTATION INFRASTRUCTURE PHASING STUDY

PHASE I

March 23, 2006

Prepared for:
City of Rancho Cordova

RS05-2134A

1. INTRODUCTION

When Sacramento County approved the original Sunridge Specific Plan and Sunrise-Douglas Community Plan, they adopted conditions that tied transportation infrastructure improvements to development thresholds (2,000, 3,025, and 6,500 dwelling units). The most noteworthy conditions placed a 6,500 dwelling unit cap on development until the Alta-Sunrise roadway and interchange with US 50 (currently known as Rancho Cordova Parkway) was in operation and the widening of State Route (SR) 16 to four lanes from Bradshaw Road to Sunrise Boulevard was complete.

The plan anticipated that the 6,500 dwelling unit development level would not be reached for 10 years, which would leave sufficient time to prepare the necessary environmental documents, engineering plans, and complete the construction of the designated transportation facilities prior to the occupancy of the 6,500th unit. Recent development trends indicate that 6,500 dwelling units are likely to be constructed in less time than originally anticipated and that final maps for 6,500 dwelling units will be ready far in advance of the 6,500 dwelling units themselves. Given the long lead-time needed for major transportation improvements, a new Sunridge Specific Plan transportation infrastructure phasing plan is appropriate.

Given the amount of proposed development in the general area south of U.S. 50, between Sunrise Boulevard and Grant Line Road, it is appropriate to prepare an infrastructure phasing plan that not only addresses development in the Sunridge Specific Plan, but also addresses development in the entire area.

The purpose of this study is two fold. The first part is to investigate how the **intent** of the original conditions placed upon the Sunridge Specific Plan can be met (tying development levels to travel conditions) but through potential alternative improvements. The second part is to evaluate development in the general area south of U.S. 50 and prioritize improvement projects based on assumed development. The infrastructure phasing plan is not meant to alleviate the City or developers' responsibilities as defined in their conditions of approval and CEQA documentation, but rather to find and prioritize potential transportation improvements that can accomplish the same results as intended by the County's conditions. The mitigation measures stipulated in the original CEQA document must still be completed by build-out of the Sunridge Specific Plan area, irrespective of the findings of this report.

This report assesses development thresholds up to 5,225 dwelling unit equivalencies (DUEs). These results will be incorporated into Phase 2 of this study, which will develop an infrastructure prioritization and phasing approach for up to 60,000 DUEs within the study area (south of U.S. 50, between Sunrise Boulevard and Grant Line Road).

Any phasing plan should be updated regularly to ensure that it reflects changes in the assumed land uses, changes in building absorption rates (i.e. faster build-out), changes in preferred priority infrastructure projects (due to deliverability and policy matters), and changes in the location of development.

STUDY SCENARIOS

Traffic operations of various roadway segments in the City of Rancho Cordova are evaluated for the following scenarios:

1. No Project – Existing traffic conditions.
2. 2,500 DUE Threshold – Existing Conditions plus the development of in excess of 2,500 dwelling unit equivalents (DUE) in the Sunridge Specific Plan area, including Anatolia I, Anatolia II, Anatolia III, Anthology at Anatolia & Sundance, Anatolia IV, Sunridge Park, Lot J and North Douglas.

3. 5,225 DUE Threshold - Existing Conditions plus the development of 5,225 dwelling unit equivalents (DUE) in the Sunridge Specific Plan area.

STUDY AREA

To analyze the impacts of the development in the Sunridge Specific Plan area, the entire sub-regional roadway system in and around Rancho Cordova was evaluated for deficiencies. The area under study is roughly bounded by the American River to the north, Grant Line Road, White Rock Road and Prairie City Road to the east, State Route (SR) 16 to the south, and Bradshaw Road to the west. Figure 1 depicts the study area.

The intent of analyzing the roadways within the study area was not to complete a detailed operational and impact analysis. Rather, the conditions on the roadways were monitored to measure the effectiveness of proposed transportation improvements.

ANALYSIS METHODOLOGIES

Travel Demand Forecasts

A modified version of the SACMET regional travel demand forecasting (TDF) model was used to develop forecasts for this study. This modified version was originally developed and calibrated for use in the City of Folsom and El Dorado County. It was further refined within the City of Rancho Cordova for use in the Rio del Oro Specific Plan EIR, The Preserve at Sunridge EIR, and the City's General Plan analyses.

Land use data for each study development threshold were taken from approved subdivision maps, pending subdivision maps, and likely buildout of land uses within the area south of US 50. The City of Rancho Cordova Planning Department assisted with the compilation of land use data by type, location, and expected timing of development. These land use data were then input to the appropriate traffic analysis zones (TAZ) in the TDF model.

The TDF model begins by estimating the number of trips generated by each development threshold scenario using calibrated trip generation rates. These trips are then distributed to different locations (work places, shopping places, etc.) by different modes based on the attractiveness of potential destinations and the modes available to reach those destinations. Lastly the model assigns trips by mode to the transportation network and estimates congestion levels on facilities within the transportation network. To properly distribute and assign the trips, appropriate roadway connectivity within the study area was added to the TDF model.

Analytical Thresholds

Potential improvements were identified using several criteria:

- Congestion levels of existing and proposed roads in the study area
- Conformity to the City's Circulation Element/Plan
- Timeliness of permitting/construction

Roadway Congestion Levels

Improvements were identified using methodologies consistent with those used in the City's General Plan study, which are based on roadway capacities and congestion levels.



FEHR & PEERS
TRANSPORTATION CONSULTANTS

C:\Project_Temp\RC_Phasing\GIS\Draft\Update\Fig1_Study Area.mxd

PROJECT STUDY AREA
FIGURE 1

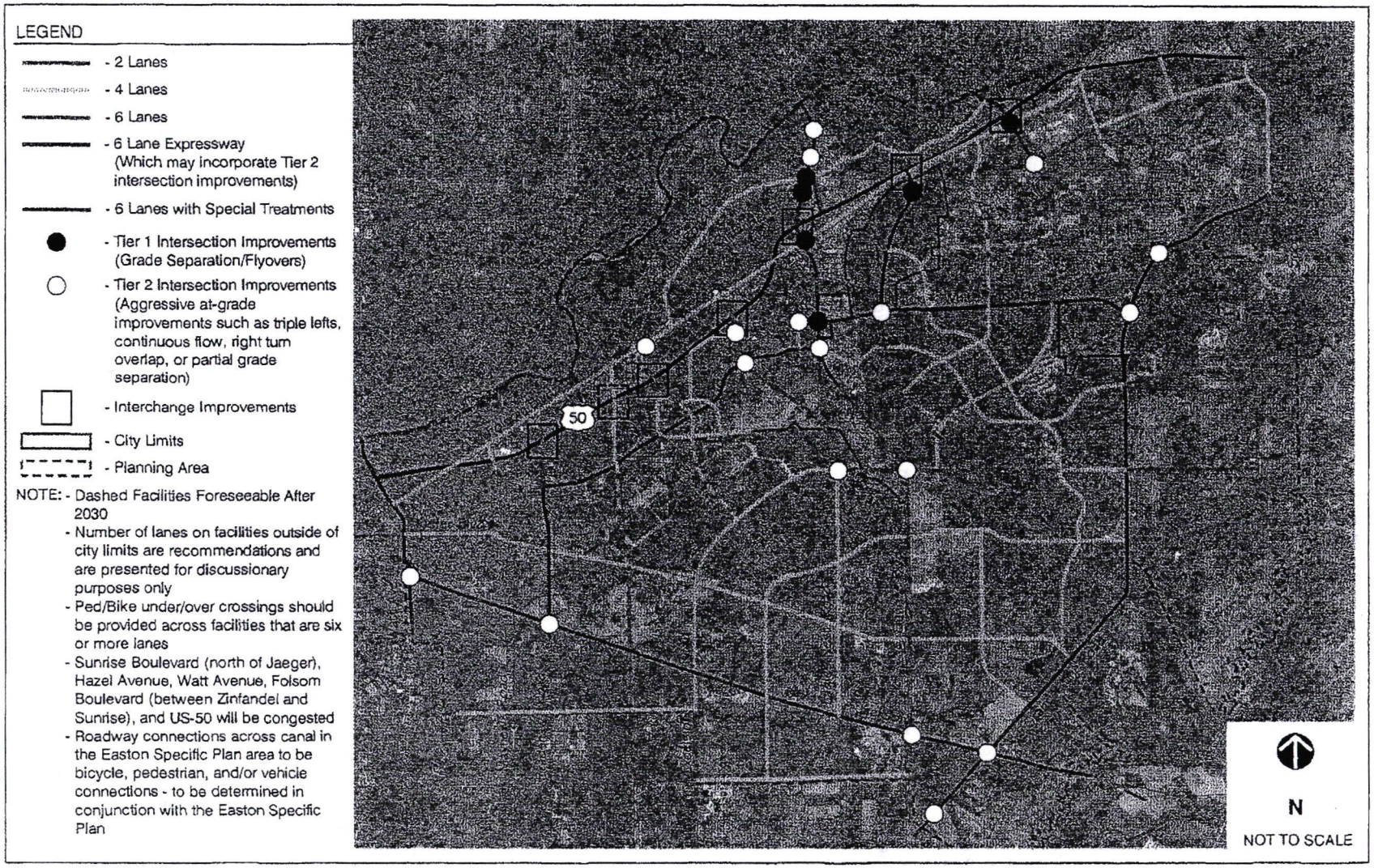
Circulation Element/Plan Conformity

In May, 2005 the City adopted a Circulation Element//Plan, which is part of the General Planning process. The Circulation Element/Plan specifies a set of transportation infrastructure improvements that are designed to accommodate traffic through the planning horizon of the General Plan, which is coincident with the buildout of the City's identified planning area. Figure 2 presents the roadway system identified in the Circulation Element/Plan.

As development is added to the Sunridge Specific Plan area, necessary roadway improvements consistent with the Circulation Element/Plan are considered. The prioritization of identified roadway improvements was based on the traffic distribution patterns associated with the development of the Sunridge Specific Plan area.

Ease of Construction/Permitting

Due to environmental constraints, several of the projects proposed in the Circulation Element/Plan may have an onerous permitting process that greatly adds to the time and cost of completing a project. When evaluating transportation improvements, projects that are perceived to have a shorter permitting process are favored. If a project is recommended that is likely to have a difficult permitting process, adjacent projects may be added so that the permitting process needs only to be completed once.



FEHR & PEERS
TRANSPORTATION CONSULTANTS

Jul 13, 2005 MJC
N:\PROJECTS\1042\1976_Rancho_Cordova_GP\Graphics\fig02_road_sizing.dwg

ROADWAY SIZING

2. EXISTING CONDITIONS

This chapter provides a description of Existing Conditions on the roadway system within the study area. Existing Conditions were obtained from the existing conditions TDF model.

CURRENT ROADWAY CONDITIONS

Figure 3 highlights the roadway segments that currently operate at levels that exceed congestion thresholds identified in the City's Circulation Element/Plan. As shown on Figure 3, US 50 operates poorly throughout much of the study area and the river crossings at Sunrise Boulevard and Hazel Avenue are extremely congested. Congestion along these segments of roadway is difficult to resolve because existing land uses and environmental regulations limit the extent to which additional capacity can be added through road widening or intersection/interchange improvements. Further, existing demand for travel on these roadway segments substantially outweighs the available capacity and anything less than a major facility improvement will not provide significant relief.

While the regional facilities within the study area are congested, the majority of the local roadway system is far less congested. However, sections of Folsom Boulevard, Old Placerville Road, Sunrise Boulevard south of Trade Center Drive, and some interchanges are currently congested during the peak traffic periods.

Existing Conditions
Roadway Congestion

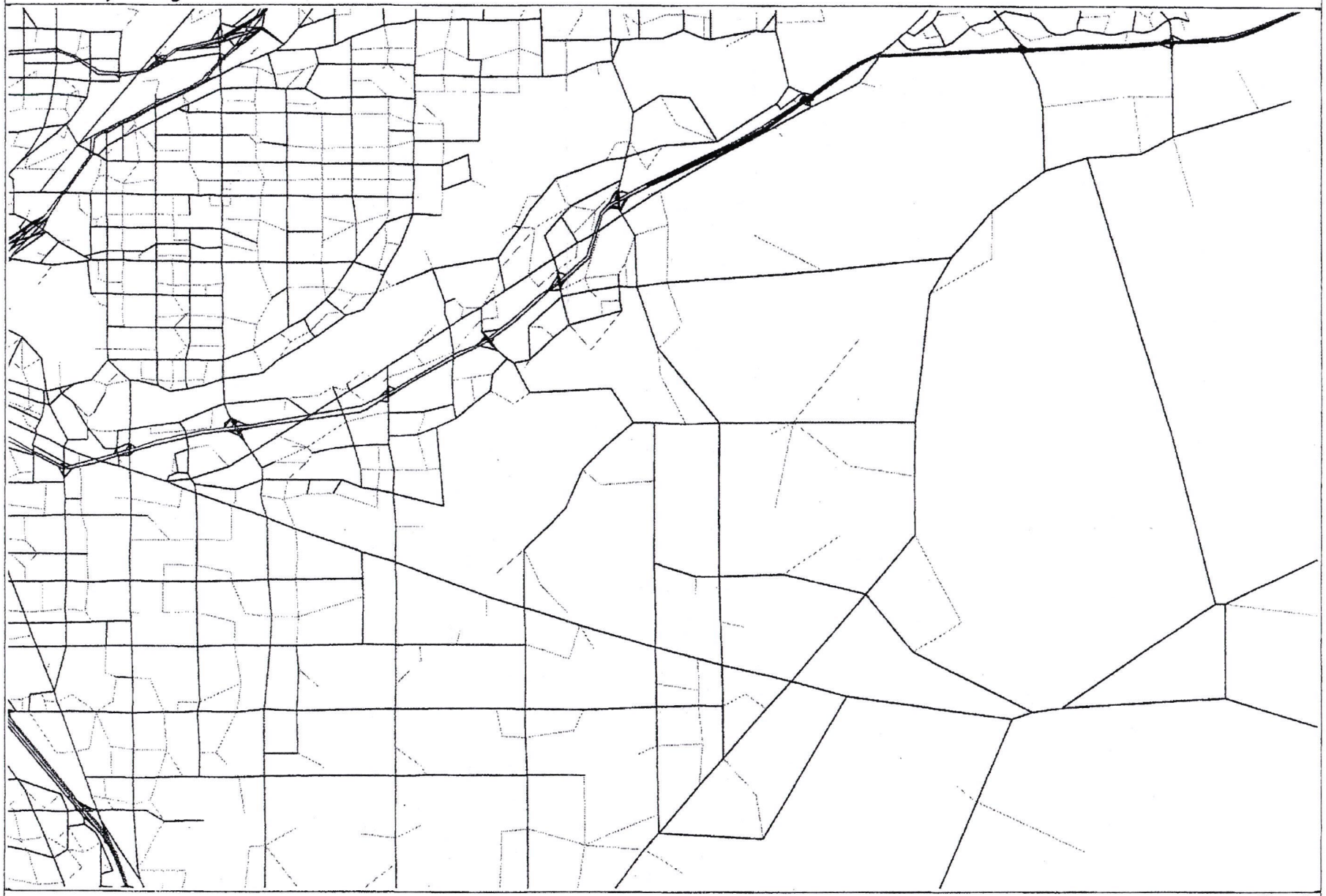


Figure 3

cube

Licensed to Fehr & Peers Associates, Inc.

3. DEVELOPMENT THRESHOLD EVALUATION

This chapter analyzes the transportation needs for the two development thresholds (2,500 DUE and 5,225 DUE) and presents a recommend phasing of transportation improvements. The recommended transportation projects are designed to accommodate projected transportation needs for future development, provide increased mobility within Rancho Cordova, and limit impacts to existing transportation facilities.

DEVELOPMENT THRESHOLD ASSESSMENT

2,500 DUE Threshold

The 2,500 DUE threshold consists of development that has been approved and is under construction within the Sunridge Specific Plan area. This development consists of Anatolia I, Anatolia II, Anatolia III, Anthology at Anatolia & Sundance, Anatolia IV, Sunridge Park, Lot J and North Douglas. The Sunridge Specific Plan had an initial development threshold of 2,000 dwelling units (DU); the conditioned transportation improvements are shown in Table 1.

TABLE 1
CONDITIONS OF APPROVAL – 2,000 DWELLING UNITS IN SUNRIDGE

Project	Location	Improvement
1	Sunrise Blvd – Sunrise Park Dr to Douglas Rd	Widen to six lanes
2	Douglas Rd – Sunrise Blvd to Rancho Cordova Parkway	Widen to four lanes
3	Sunrise Blvd – Douglas Rd to Chrysanthy Blvd	Widen to four lanes
4	Sunrise Blvd at Chrysanthy Blvd	Install signal
5	Sunrise Blvd at Kiefer Blvd	Install interim signal
6	Sunrise Blvd at Monier Cir	Install signal

The assessment of the 2,500 DUE threshold was largely based on the improvements recommended in Table 1 as most of these improvements are already under construction or were proposed to be constructed with the development of the aforementioned properties that collectively exceed the 2,500 DUE threshold, but do not exceed the 5,225 DUE threshold.

Table 2 compares the 2,500 DUE phasing recommendation against the original 2,000 dwelling unit (DU) conditions of approval. Figure 4 shows a map of the proposed improvements and the conditioned improvements. Figure 5 presents the expected congestion levels when the transportation improvements recommended above have been completed.

- Projects 1, 2, 4, 5 and 9 (from Table 2) are either completed or currently under construction.

- Project 3 from Rancho Cordova Parkway to Americanos Boulevard is planned to be constructed as a 5-lane facility. 404 permits are required for different segments of Project 3. However, current traffic counts east of Anatolia I on Douglas Road are at approximately 2,800 a day. The existing zoning condition requires that this road be widened to 4-lanes once traffic volumes reached 90% capacity of a 2-lane road, which was shown as being 16,200 vehicle per day (90%).

There are therefore approximately 13,400 vehicle trips per day of roadway capacity that are currently not utilized. Assuming conservatively that each new dwelling unit generated 10 trips a day and all such trips traveled on Douglas Road, an additional 1,300 dwelling units could be built before this segment of the road were under construction without exceeding the originally intended traffic thresholds.

- Projects 6 and 7 have been designed but are awaiting the perfection of the 404 permit for the adjacent Montelena project, which has already been issued, and the issuance of a 404 permit for Cresleigh's Lot J. Figure 2 shows that the Circulation Element/Plan calls for Rancho Cordova Parkway to be 6 lanes between Douglas Road and Chrysanthy Boulevard. Since many of the 2,500+ DUEs will be constructed in the vicinity, it is recommended that Rancho Cordova Parkway be widened to four lanes and a signal installed at Rancho Cordova Parkway and Douglas Road with the development collectively proposed to exceed the 2,500 DUE threshold. These roadway facilities are not needed for regional circulation, but for local traffic circulation and access. Therefore, Projects 6 and 7 are not needed for Sunridge Park and North Douglas to develop, but would be needed for Lot J if there were not sufficient roadway access and capacity through the adjacent Sunridge Park. Similarly, Anatolia IV might be able to receive adequate access and circulation through the extension of Chrysanthy Blvd and/or from the construction of Rancho Cordova Parkway south of Chrysanthy Blvd.

- Project 8 is planned to be replaced by the construction of the permanent signal in its place. This permanent signal, along with Kiefer Boulevard from Sunrise Boulevard to Rancho Cordova Parkway has been designed and is ready to be constructed as a part of the Anatolia III Major Road Improvement Plans. Commencement of construction is awaiting the issuance of an amendment to an existing 404 permit to allow construction of the road. This segment of Kiefer Road is only needed to provide local access and circulation for Anatolia III. However, Anatolia III cannot develop until the aforementioned 404 permit amendment is obtained. Therefore, as projects on Douglas Road including Lot J, Sunridge Park and North Douglas do not require this road for adequate access and circulation, the fact that it is not under construction should not be a technical constraint to development of lots along Douglas Road. Anatolia III does require the construction of Kiefer Road for access, so the City should prevent occupancies in Anatolia III until Kiefer Road and the signal at Kiefer and Sunrise is complete.

Figure 5 reveals that the recommended transportation improvements decrease congestion on Sunrise Boulevard south of Trade Center Drive. Additionally, local roads are experiencing acceptable levels of congestion, but U.S. 50 and the crossings of the American River remain congested.

TABLE 2
TRANSPORTATION PHASING IMPROVEMENTS VS. CONDITIONS OF APPROVAL IN SUNRIDGE SPECIFIC PLAN AREA

Project	Location	Improvement	2,500 DUE Phasing Recommendation	2,000 DU Condition of Approval
1	Sunrise Blvd – Sunrise Park Dr to Douglas Rd	Widen to six lanes	●	●
2	Douglas Rd – Sunrise Blvd to Rancho Cordova Pkwy	Widen to four lanes	●	●
3	Douglas Rd – Rancho Cordova Pkwy to Americanos Blvd	Widen to four lanes	●	●
4	Sunrise Blvd – Douglas Rd to Chrysanthy Blvd	Widen to four lanes	●	●
5	Sunrise Blvd at Chrysanthy Blvd	Install signal	●	●
6	Rancho Cordova Pkwy – Douglas Rd to Chrysanthy Blvd	Reconstruct two through lanes plus adjacent frontage lanes with adjacent fronting property	●	◐
7	Douglas Rd at Rancho Cordova Pkwy	Install signal	●	◐
8	Sunrise Blvd at Kiefer Blvd	Install interim signal	●	●
9	Sunrise Blvd at Monier Cir	Install signal	●	●

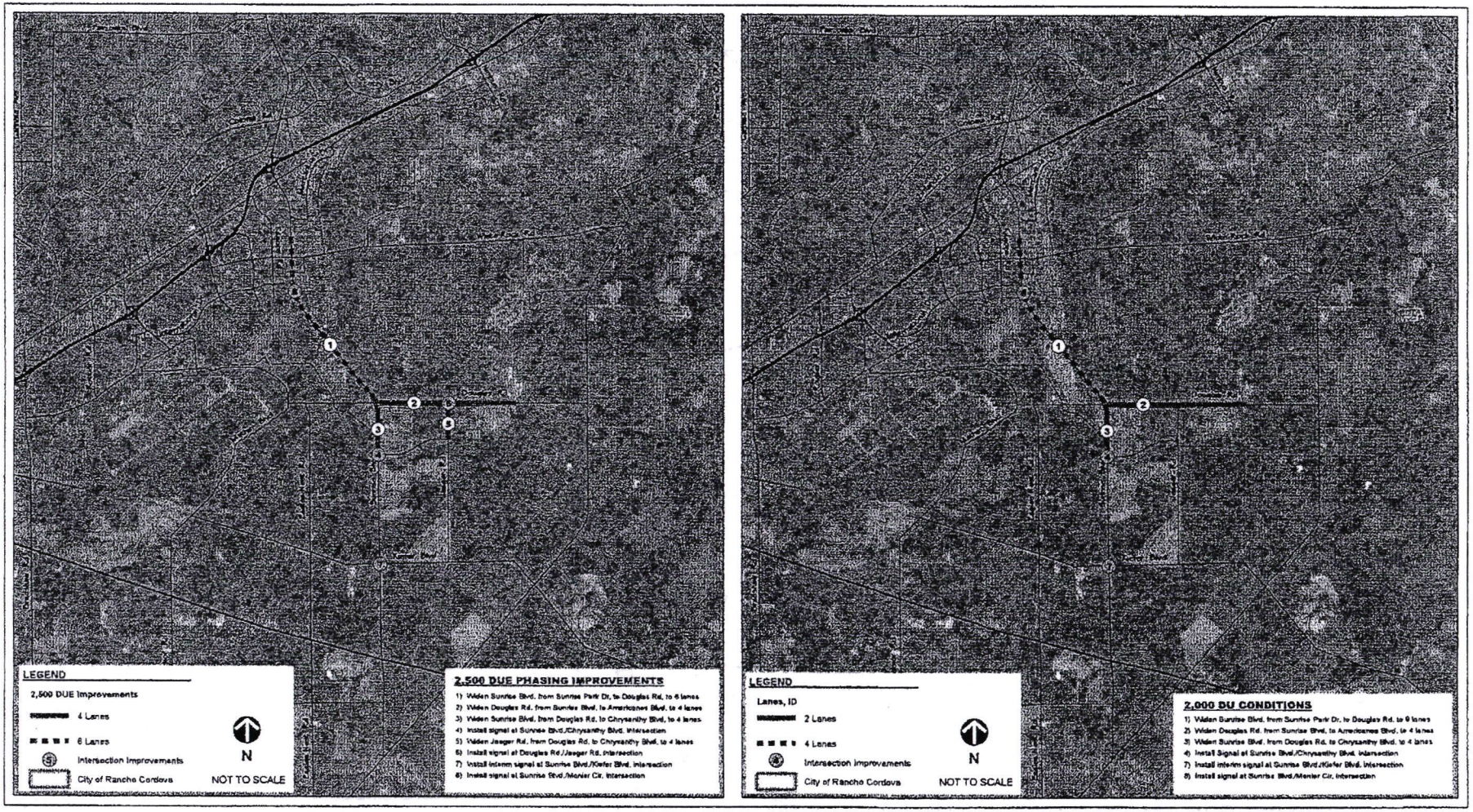
Legend:

○ Project recommended in earlier DU/DUE threshold

◐ Project recommended at higher DUE/DU threshold

◔ Scaled back version of similar project

● Recommended / conditioned project



FEHR & PEERS
TRANSPORTATION CONSULTANTS

C:\Project_Temp\RC_Phasing\GIS\Draft\Update\Fig1_Phase1_Imp.mxd

2,500 DUE PHASING IMPROVEMENTS vs.
2,000 DU CONDITIONED IMPROVEMENTS

FIGURE 4

2,500 DUE
Roadway Congestion

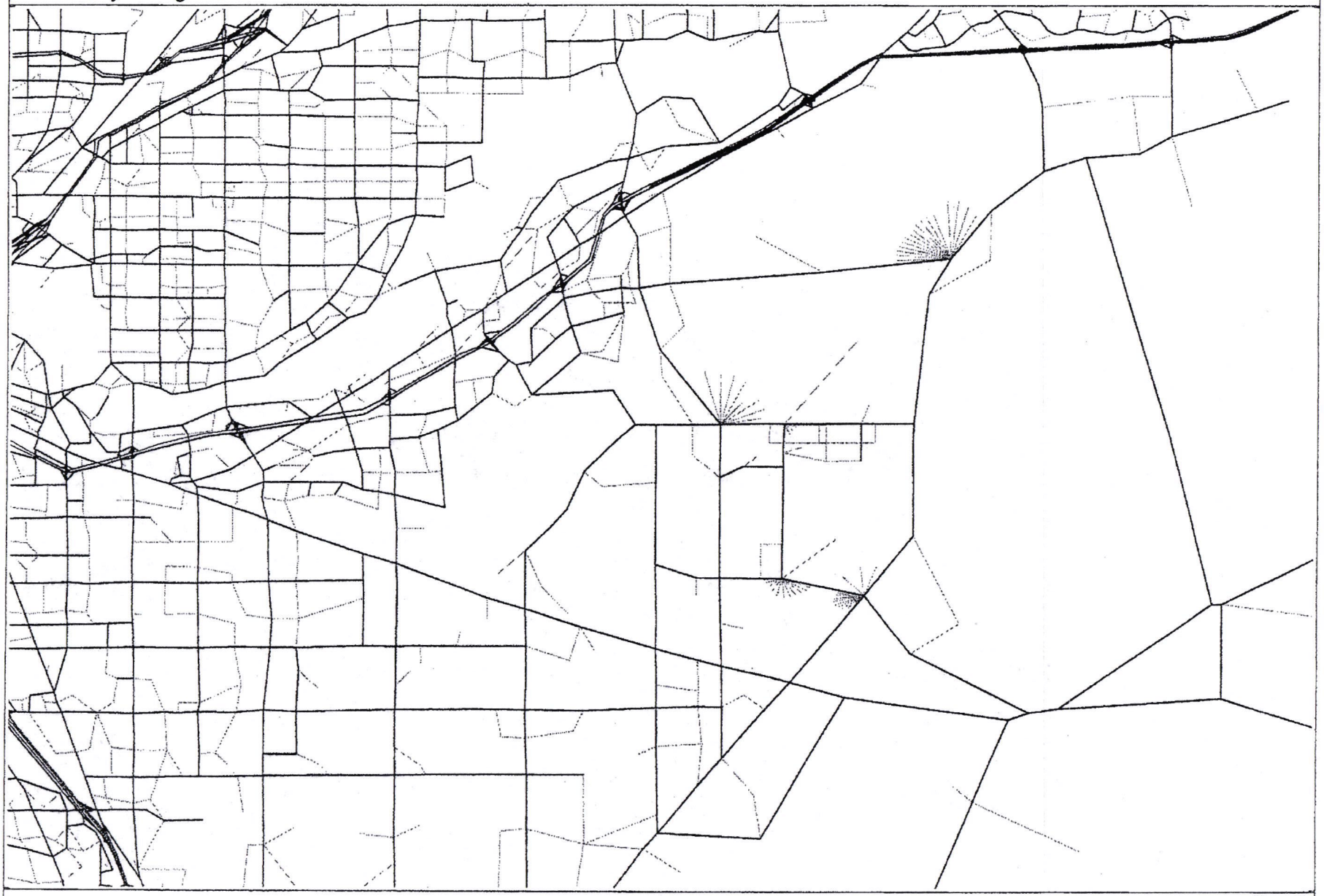


Figure 5

cube

Licensed to Fehr & Peers Associates, Inc.

5,225 DUE Threshold

The 5,225 DUE threshold includes development that has been approved and is under construction within the Sunridge Specific Plan area (2,500 DUE) and development that is waiting for approval of final subdivision maps.

5,225 DUE Phasing Improvements

Similar to the method used to evaluate the 2,500 DUE threshold, the evaluation of the 5,225 DUE threshold was partially based on the transportation improvements conditioned to be in place by the time the 5,225th DUE is built. The original Sunridge Specific Plan had an intermediate threshold of 3,025 dwelling units and the conditioned improvements are listed in Table 3.

TABLE 3
CONDITIONS OF APPROVAL – 3,025 DWELLING UNITS IN SUNRIDGE

Project	Location	Improvement
1	Zinfandel Dr – Terminus to Douglas Rd	Build two lane road, install signal at Douglas Rd intersection
2	Zinfandel Dr at International Dr	Signal/Intersection improvements
3	Chrysanthy Blvd – Sunrise Blvd to Rancho Cordova Pkwy	Construct four lane road
4	Chrysanthy Blvd at Rancho Cordova Pkwy	Install signal
5	Douglas Rd at Rancho Cordova Pkwy	Install signal
6	Sunrise Blvd – Chrysanthy Rd to Kiefer Blvd	Widen to four lanes
7	Sunrise Blvd – Kiefer Rd Blvd to SR 16	Widen to four lanes
8	Sunrise Blvd at SR 16	Signal/Intersection improvements
9	Grant Line Rd at White Rock Rd	Install signal
10	Grant Line Rd at SR 16	Signal/Intersection improvements
11	SR 16 – Sunrise Blvd to Grant Line Rd	Widen to four lanes
12	Sunrise Blvd at Kiefer Blvd	Signal/Intersection improvements
13	Sunrise Blvd at Grant Line Rd	Signal/Intersection improvements
14	Rancho Cordova Pkwy – Douglas Rd to Chrysanthy Blvd	Widen to four lanes
15	SR 16 at Bradshaw Rd	Signal/Intersection improvements
16	SR 16 at Excelsior Rd	Signal/Intersection improvements
17	SR 16 at Eagles Nest Rd	Signal/Intersection improvements

A "cold start" of the TDF model was conducted under the 5,225 DUE development threshold. The cold start is a process of separating out trips generated by the 5,225 DUE development threshold to determine how those trips are distributed to the transportation system. This process aids in identifying specific improvements that will serve traffic associated with the identified development threshold. The cold start distribution is presented on Figure 6.

The cold start results reflect that sufficient levels of traffic are distributed to the business centers of Rancho Cordova (Zinfandel Drive/White Rock Road area) and the Zinfandel Drive/Mather Field Road interchanges with U.S. 50 from White Rock Road. Sufficient levels of traffic are also distributed across

the American River, on Grant Line Road toward the City of Folsom and El Dorado Hills, and on segments of Sunrise Boulevard near the project site.

Most of the projects identified in Table 3 accommodate projected traffic shown in Figure 6; however, some adjustments are necessary.

- Project 1 is necessary to facilitate traffic from the Sunridge Specific Plan to Mather Field Road to access job centers in Rancho Cordova, or to access US 50 towards Sacramento. The proposed Zinfandel Extension would accommodate these trips in a manner consistent with the Circulation Element/Plan, but the initial analysis revealed that a two lane road would be unacceptably congested. To better handle the expected traffic, the Zinfandel Drive Extension should be built as a four-lane facility and Douglas Road should also be widened to four lanes between Zinfandel Drive and Sunrise Boulevard.

- Projects 3, 4, 5, 6, 7, 12, and 14 are viewed as internal/frontage projects that are required for project circulation while fulfilling aspects of the Circulation Element/Plan.

- Projects 8, 9, and 10 improve intersections on Grant Line Road and Sunrise Boulevard to the south and east of the Sunridge Specific Plan area. These intersections currently experience peak hour congestion and with the growth of housing in the Sunridge Specific Plan area, improvements will be necessary. While project 11 (widening SR 16 between Grant Line Road and Sunrise Boulevard) is not necessary from a capacity standpoint, it makes sense to consolidate this improvement with projects 8 and 10 given the lengthy Caltrans design and approval process and the somewhat minimal distance between the two intersections. Additionally, there is a mitigation measure requiring that SR 16 be widened between Bradshaw Road and Grant Line Road by buildout of the Sunridge Specific Plan area – project 11 will help fulfill that requirement.

- Projects 2, 13, 15, 16, and 17 are not necessary as they have already been completed or are not warranted at this time, based on the trip distribution shown in Figure 6.

- The cold start results also show that Douglas Road, Grant Line Road, and White Rock Road carry between six to nine percent of all project trips. It is recommended that Grant Line Road and White Rock Road between Douglas Road and Prairie City Road be improved to add turn lanes, widen shoulders, and realign sharp turns to allow these roads to better accommodate traffic between the Sunridge Specific Plan area and Folsom. It is recommended that Douglas Road be widened to four lanes between Americanos Boulevard and Grant Line Road as shown in the Circulation Element/Plan.

Based on expected project trip distribution, the highest priority improvement project that is not currently under construction is the extension of Zinfandel Drive to Douglas Road (and improvements to Douglas Road between Zinfandel Drive and Sunrise Boulevard). The analysis also indicates that this improvement will postpone the need for extending International Drive to Sunrise Boulevard until development occurs north of Douglas Road.

Table 4 compares the phasing improvements to the conditions of approval for 3,025 dwelling units, Figure 7 compares the improvements graphically, and Figure 8 shows the 5,225 DUE congestion map.

The congestion map for the 5,225 DUE threshold looks similar to the congestion map for the 2,500 DUE threshold. The proposed local roadway system improvements add sufficient capacity to keep the roads around the project site uncongested, however, major regional facilities continue to experience congestion. The congestion map does show that Zinfandel Drive between US 50 and White Rock Road becomes congested under the 5,225 DUE threshold, but this result is misleading since the congestion map is based on daily trips and the project trips would be going opposite of the existing dominant flow in the peak hours.

TABLE 4
TRANSPORTATION PHASING IMPROVEMENTS VS. CONDITIONS OF APPROVAL IN SUNRIDGE SPECIFIC PLAN AREA

Project	Location	Improvement	5,225 DUE Phasing Recommendation	3,025 DU Condition of Approval
1*	Zinfandel Dr – Terminus to Douglas Rd	Build four-lane road, Install signal at Douglas Rd intersection	●	◔
2	Douglas Rd – Zinfandel Dr-Eagles Nest Rd to Sunrise Blvd	Widen to four lanes	●	
3	Zinfandel Dr at International Dr	Signal/Intersection improvements	●	●
4	Chrysanthy Blvd – Sunrise Blvd to Jaeger Rd	Construct four lane road	●	●
5	Chrysanthy Blvd at Jaeger Rd	Install signal	●	●
6	Sunrise Blvd – Chrysanthy Blvd to Kiefer Blvd	Widen to four lanes	●	●
7	Sunrise Blvd – Kiefer Blvd to SR 16	Widen to four lanes	●	●
8	Sunrise Blvd at SR 16	Signal/Intersection improvements	●	●
9	Douglas Rd – Americanos Blvd to Grant Line Rd	Widen to four lanes	●	
10	Grant Line Rd/White Rock Rd – Douglas Rd to Prairie City Rd	Realign road, widen shoulders, add turn pockets	●	
11	Grant Line Rd at White Rock Rd	Install signal	●	●
12	Grant Line Rd at SR 16	Signal/Intersection improvements	●	●
13	SR 16 – Sunrise Blvd to Grant Line Rd	Widen to four lanes	●	●
14	Sunrise Blvd at Kiefer Blvd	Signal/Intersection improvements	●	●
15	Sunrise Blvd at Grant Line Rd	Signal/Intersection improvements	●	●
16	Rancho Cordova Pkwy – Douglas Rd to Chrysanthy Blvd	Widen to four lanes	○	●
17	SR 16 at Bradshaw Rd	Signal/Intersection improvements	◐	●
18	SR 16 at Excelsior Rd	Signal/Intersection improvements	◐	●
19	SR 16 at Eagles Nest Rd	Signal/Intersection improvements	◐	●

Notes:

* The 3,025 DU conditions of approval require that Zinfandel be widened to two lanes from the current terminus to Douglas Rd.

○ Project recommended in earlier DU/DUE threshold

◐ Project recommended at higher DUE/DU threshold

◔ Scaled back version of similar project

● Recommended / conditioned project

5,200 DUE
Cold Start Trip Distribution

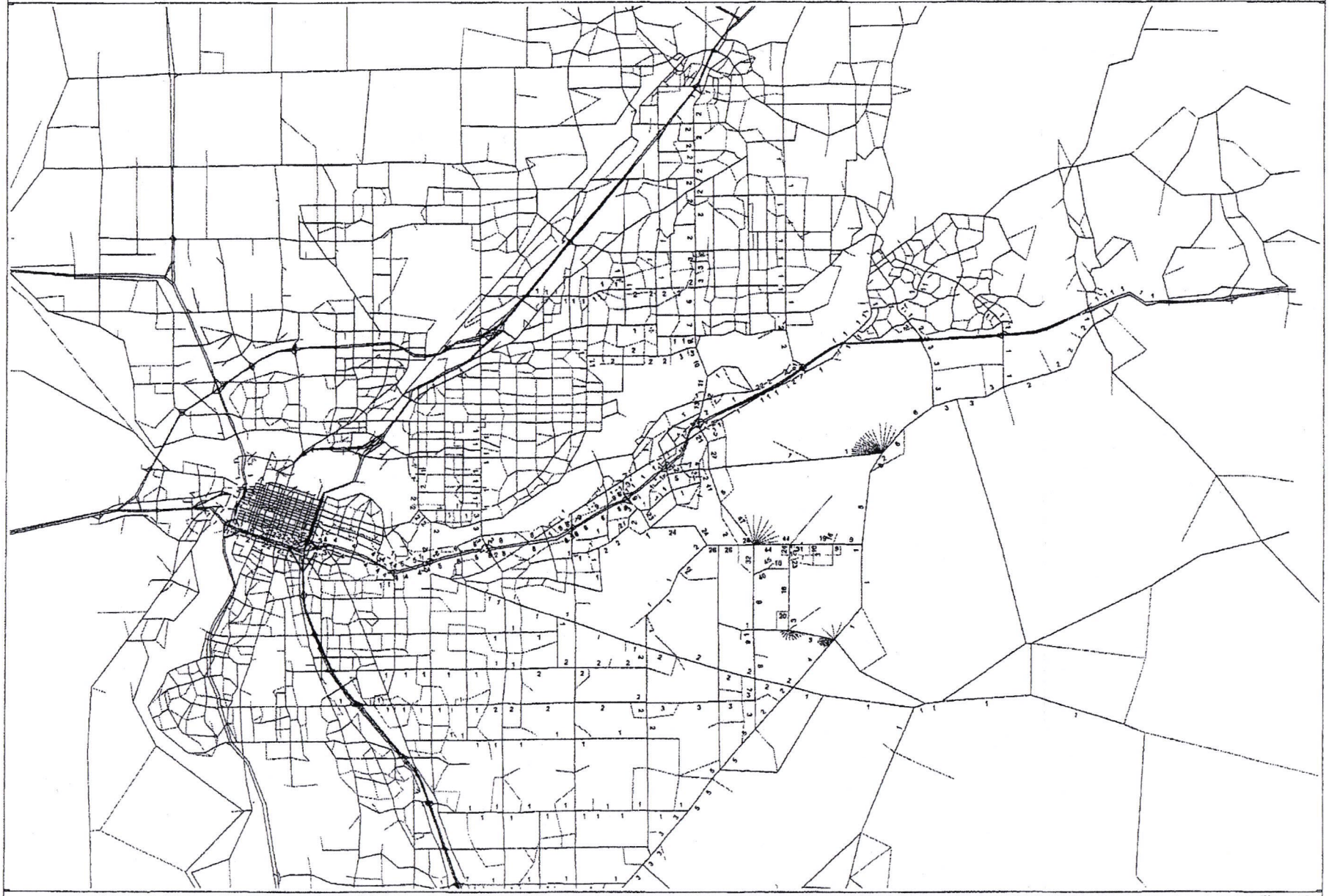
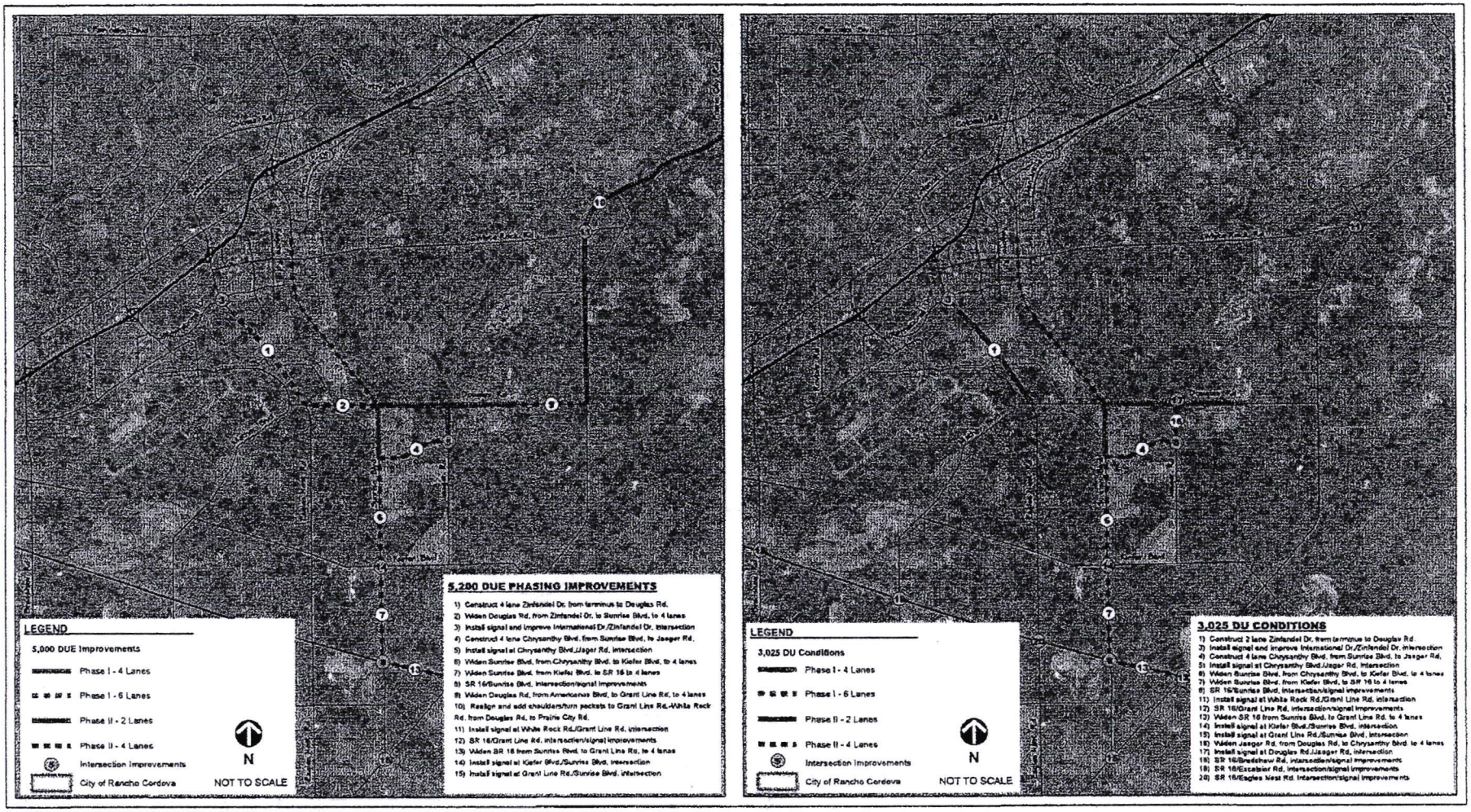


Figure 6

cube

Licensed to Fehr & Peers Associates, Inc.



FEHR & PEERS
TRANSPORTATION CONSULTANTS

C:\Project_Temp\RC_Phasing\GIS\DraftUpdate\Fig2_Phase2_Imp.mxd

5,200 DUE PHASING IMPROVEMENTS vs.
3,025 DU CONDITIONED IMPROVEMENTS

FIGURE 7

5,200 DUE
Roadway Congestion



Figure 8

cube

Licensed to Fehr & Peers Associates, Inc.

4. RECOMMENDED PHASING PLAN

A phasing of transportation infrastructure improvements has been developed for the 2,500 DUE and 5,225 DUE development thresholds. The plan includes the priority of improvements associated each of the development threshold and the results are presented in Table 5. The improvements defined within each threshold should be in-place or under construction by the completion of the number of equivalent dwelling units for each threshold.

TABLE 5
RECOMMENDED TRANSPORTATION INFRASTRUCTURE PHASING PLAN

Threshold	Priority	Roadway	Segment	Improvement
2,500	1	Sunrise Blvd	Sunrise Park Dr to Douglas Rd	Widen to six lanes
	2	Douglas Rd	Sunrise Blvd to Americanos Blvd	Widen to four lanes
	3	Sunrise Blvd	Douglas Rd to Chrysanthy Blvd	Widen to four lanes
	4	Sunrise Blvd	Chrysanthy Blvd Intersection	Install signal
	5	Rancho Cordova Pkwy	Douglas Rd to Chrysanthy Blvd	Reconstruct two through lanes plus adjacent frontage lanes with adjacent fronting property
	6	Douglas Rd	Rancho Cordova Pkwy Intersection	Install signal
	7	Sunrise Blvd	Kiefer Blvd Intersection	Install interim signal
	8	Sunrise Blvd	Monier Cir Intersection	Install signal
5,225	1	Zinfandel Dr	Terminus to Douglas Rd	Build four-lane road, install signal at Douglas Rd intersection
	2	Douglas Rd	Zinfandel Dr-Eagles Nest Rd to Sunrise Blvd	Widen to four lanes
	3	Zinfandel Dr	International Dr Intersection	Signal/Intersection improvements
	4	Chrysanthy Blvd	Sunrise Blvd to Rancho Cordova Pkwy	Construct four lane road
	5	Chrysanthy Blvd	Rancho Cordova Pkwy Intersection	Install signal
	6	Sunrise Blvd	Chrysanthy Blvd to Kiefer Blvd	Widen to four lanes
	7	Sunrise Blvd	Kiefer Blvd to SR 16	Widen to four lanes
	8	Sunrise Blvd	SR 16 Intersection	Signal/Intersection improvements
	9	Douglas Rd	Americanos Blvd to Grant Line Rd	Widen to four lanes
	10	Grant Line Rd/White Rock Rd	Douglas Rd to Prairie City Rd	Realign road, widen shoulders, add turn pockets
	11	Grant Line Rd	White Rock Rd Intersection	Install signal
	12	Grant Line Rd	SR 16 Intersection	Signal/Intersection improvements
	13	SR 16	Sunrise Blvd to Grant Line Rd	Widen to four lanes
	14	Sunrise Blvd	Kiefer Blvd Intersection	Signal/Intersection improvements
	15	Sunrise Blvd	Grant Line Rd Intersection	Signal/Intersection improvements

Note: All identified transportation mitigation measures need to be completed by the buildout of the Sunridge Specific Plan area.

As stated in the Introduction the infrastructure phasing plan is not meant to alleviate the City or developers' responsibilities as defined in their CEQA documentation, but rather to find and prioritize potential transportation improvements. The mitigation measures stipulated in the original CEQA document must still be completed by build-out of the Sunridge Specific Plan area, irrespective of the findings of this report.

Table 5 identifies a list of projects that this Phasing Study recommends be completed, prior to the occupancy of all of the dwelling units allowed by the 2,500 DUE threshold. As long as all of the 2,500 DUE threshold projects are completed prior to reaching the 5,225 DUE threshold, the intent of the original phasing conditions will have been met. The proposed changes in transportation infrastructure phasing will not result in any new significant traffic impacts or any substantial increase in the severity of a previously identified traffic impact.

Rather than have all of the 2,500 DUE threshold projects completed just prior to the occupancy of the final dwelling unit prior to reaching the next threshold, as is allowed under the phasing requirements of Table 5, the City and the developers who seek to construct the improvements required by the 2,500 DUE threshold projects have proposed tying the issuance of building permits to the commencement of construction of the required improvement projects. Table 6 indicates the timing of the required improvement projects as related to the issuance of building permits. While all improvements are required to be under construction prior to the issuance of building permits for all of the 2,500 DUE threshold dwelling units, with all improvements projected to be completed before all occupancies are achieved, Table 6 requires that some of these improvement projects be commenced before more than 50% of the building permits are issued for a development project dependent upon the subject improvement project, thereby causing some improvement projects to be completed much sooner than would be required under the Table 5 phasing method. Conversely, certain development projects that are not directly dependent upon the construction of a particular improvement project for access and/or traffic circulation are not having their building permits unnecessarily constrained.

Therefore, compliance with Table 6 is expected to accelerate the construction of the 2,500 DUE threshold improvements over that which would be required by Table 5, while allowing for the orderly development of projects.

As previously stated in the Introduction, any phasing plan should be updated regularly to ensure that it reflects changes in the assumed land uses, changes in building absorption rates (i.e. faster build-out), changes in preferred priority infrastructure projects (due to deliverability and policy matters), and changes in the location of development. As such, the recommended transportation infrastructure phasing plan for the 5,225 DUE threshold is just one possible phasing plan and other plans could be developed as circumstances change.

TABLE 6
ACCEPTABLE BUILDING PERMIT LINKED TRANSPORTATION INFRASTRUCTURE PHASING PLAN

Project	Location	Improvement	Anthology at Anatolia & Sundance	Anatolia III (Villages 9, 11 & 23)	Anatolia IV	LOT J	Sunridge Park Phases I and II	North Douglas
1	Sunrise Blvd - Sunrise Park Dr to Douglas Road	Widen to six lanes	0%	0%	0%	0%	0%	0%
2	Douglas Rd - Sunrise Blvd to Rancho Cordova Pkwy	Widen to four lanes			50%	50%	50%	50%
3	Douglas Rd - Rancho Cordova Pkwy to Americanos Blvd	Widen to four lanes					50%	50%
4	Sunrise Blvd - Douglas Rd to Chrysanthy Blvd	Widen to four lanes	50%	0%	0%	0%	0%	0%
5	Sunrise Blvd at Chrysanthy Blvd	Install signal		0%	0%	0%	0%	0%
6	Rancho Cordova Pkwy - Douglas Rd to Chrysanthy Blvd	Reconstruct two through lanes plus adjacent frontage lane prior to development of adjacent fronting property.			0%	50%		
7	Douglas Rd at Rancho Cordova Pkwy	Install signal			50%	50%	50%	50%
8	Sunrise Blvd at Kiefer Blvd	Install interim signal		50%				
9	Sunrise Blvd at Monier Circle	Install signal	0%	0%	0%	0%	0%	0%

Notes:
0% = Must be under contract for construction with all discretionary permits obtained prior to issuance of first production building permit.
50% = Must be under contract for construction with all discretionary permits obtained prior to more than 50% of production building permits being issued.
All identified transportation mitigation measures need to be completed by the buildout of the Sunridge Specific Plan area.

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 36-2006 APPROVING SUBDIVISION NO. RC-03-002.1 FINAL MAP OF NORTH DOUGLAS VILLAGE 1 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 36-2006 (Attachment 1)** approving the subdivision titled "Final Map North Douglas Village 1", consisting of 88 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 88 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on June 21, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 929389457 with The Continental Insurance Company in the amount of $777,800.00. Bond No. 929389457 with The Continental Insurance Company in the amount of $388,900.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Tax Collector.

AGENDA ITEM # 15

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 36-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 36-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-200.1 FINAL MAP OF NORTH DOUGLAS VILLAGE 1

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **US Home/KB North Douglas LLC** and the subdivision designated as **Subdivision No. RC-03-002.1 of North Douglas Village 1** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

Con 25-2006

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **US Home/KB North Douglas LLC** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **North Douglas, Village No. 1**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee Program**. Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and

agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by

City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$777,800.00 (Seven Hundred Seventy-Seven Thousand, Eight Hundred & No/100.** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons

renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. **Execution By Real Party In Interest**. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. **Waiver of Civil Code Section 2819**. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. **City Construction of Improvements**. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. **Interest**. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. **Attorneys' Fees**. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written

agreement executed by the parties hereto.

22. **Entire Agreement**. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL



[Brian W. Bombeck, Vice President]

a:\lm_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On March 27, 2006 (Date) before me, Carmela Carniato, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Brian W. Bombeck (Name(s) of Signer(s))

■ personally known to me
☐ ~~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.

WITNESS my hand and official seal.

Carmela Carniato
Signature of Notary Public

CARMELA CARNIATO
Commission # 1523273
Notary Public - California
Placer County
My Comm. Expires Oct 30, 2008

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

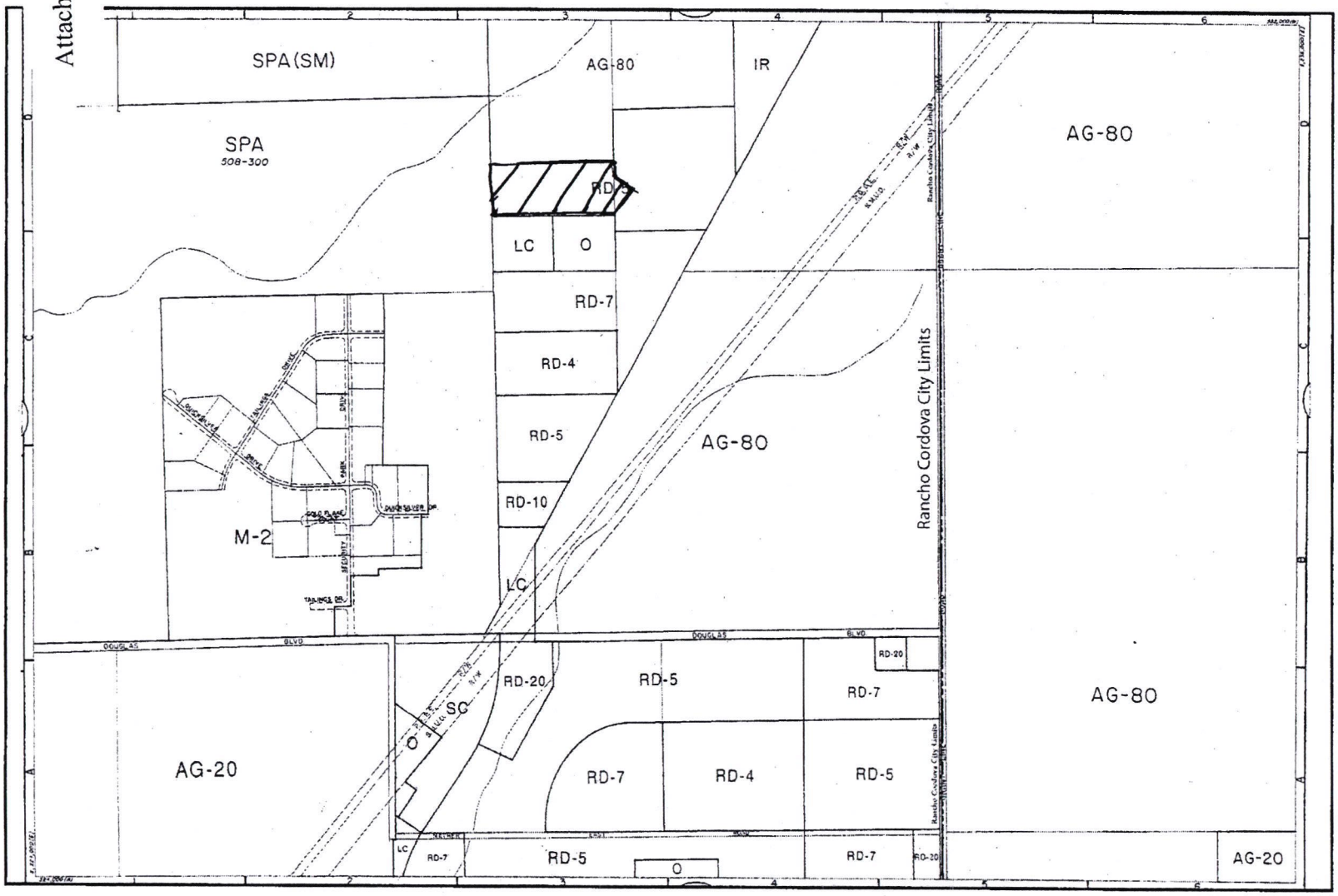
© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RC-03-002.1
NORTH DOUGLAS VILLAGE 1

Attachment 3

CITY - CORDOVA

ZONING MAP



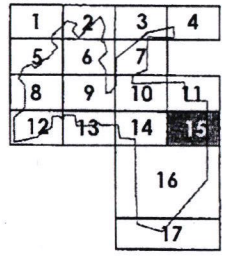
ZONING DESIGNATION	ZONING DESCRIPTION
Agricultural	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
Residential	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space Rental Park
Commercial	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
Industrial	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
Other	
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case	Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



ZONING MAP SHEET 15

Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 1 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVE, COURT AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVE, COURT AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC DRIVE, COURT AND WAYS AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

D. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT." (P.E.)

US HOME/KB NORTH DOUGLAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR RENAISSANCE, INC.
A CALIFORNIA CORPORATION
MEMBER

BY: Brian W. Bombeck DATE: MARCH 23, 2006
BRIAN W. BOMBECK
VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF Placer } SS

ON THE 23 DAY OF MARCH, 2006, BEFORE ME, Carmela Cravalho, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Brian W. Bombeck

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Carmela Cravalho
PRINTED NAME: Carmela Cravalho
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 10-30-08
MY COMMISSION NO.: 1583273

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEEDS OF TRUST RECORDED ON FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005-02222030, AND SEPTEMBER 2, 2005 AS INSTRUMENT NO. 2005-09021911 OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: Nancy Prall
PRINT: Nancy Prall
TITLE: Vice President

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 27 DAY OF MARCH, 2006, BEFORE ME, P. Reynolds, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Nancy Prall

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: P. Reynolds
PRINTED NAME: P. Reynolds
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 4-20-08
MY COMMISSION NO.: 1432820

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR AMERICANOS DOUGLAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 29, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 21, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 1 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/3 /2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVE, COURT AND WAYS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

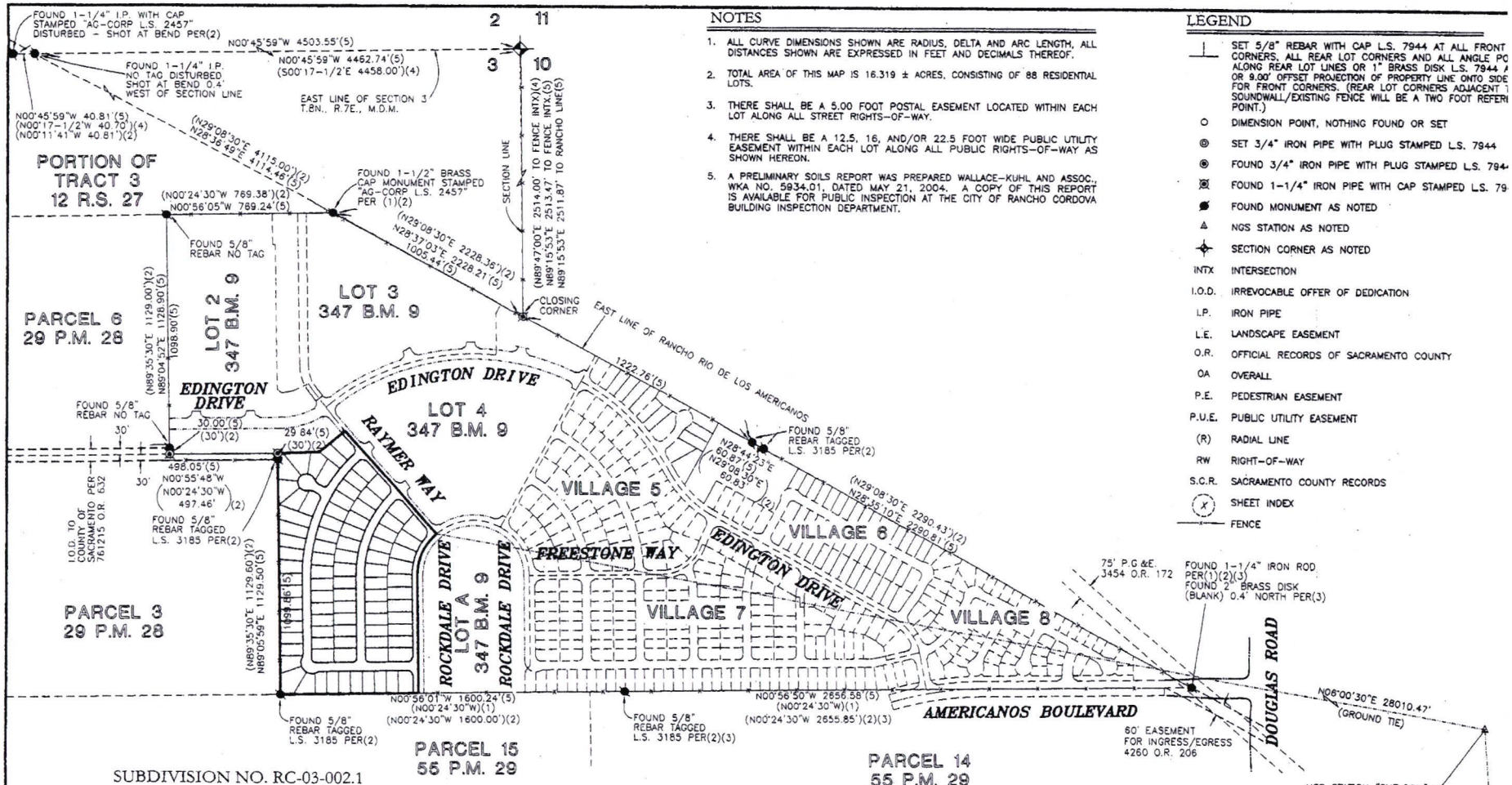
SUBDIVISION NO. RC-03-002.1
FINAL MAP OF
NORTH DOUGLAS VILLAGE 1

BEING ALL OF LOT 1 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

1252.005



NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 16.319 ± ACRES, CONSISTING OF 88 RESIDENTIAL LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 5934.01, DATED MAY 21, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

LEGEND

- SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE PO ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 A OR 9.00' OFFSET PROJECTION OF PROPERTY LINE ONTO SIDE FOR FRONT CORNERS. (REAR LOT CORNERS ADJACENT T SOUNDWALL/EXISTING FENCE WILL BE A TWO FOOT REFERE POINT.)
- ○ DIMENSION POINT, NOTHING FOUND OR SET
- ◎ SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- ◉ FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 794
- ⊠ FOUND 1-1/4" IRON PIPE WITH CAP STAMPED L.S. 79
- ● FOUND MONUMENT AS NOTED
- △ NGS STATION AS NOTED
- ⌖ SECTION CORNER AS NOTED
- INTX INTERSECTION
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- I.P. IRON PIPE
- L.E. LANDSCAPE EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- OA OVERALL
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- RW RIGHT-OF-WAY
- S.C.R. SACRAMENTO COUNTY RECORDS
- (X) SHEET INDEX
- FENCE

SUBDIVISION NO. RC-03-002.1

FINAL MAP OF

NORTH DOUGLAS VILLAGE 1

BEING ALL OF LOT 1 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

BASIS OF BEARINGS

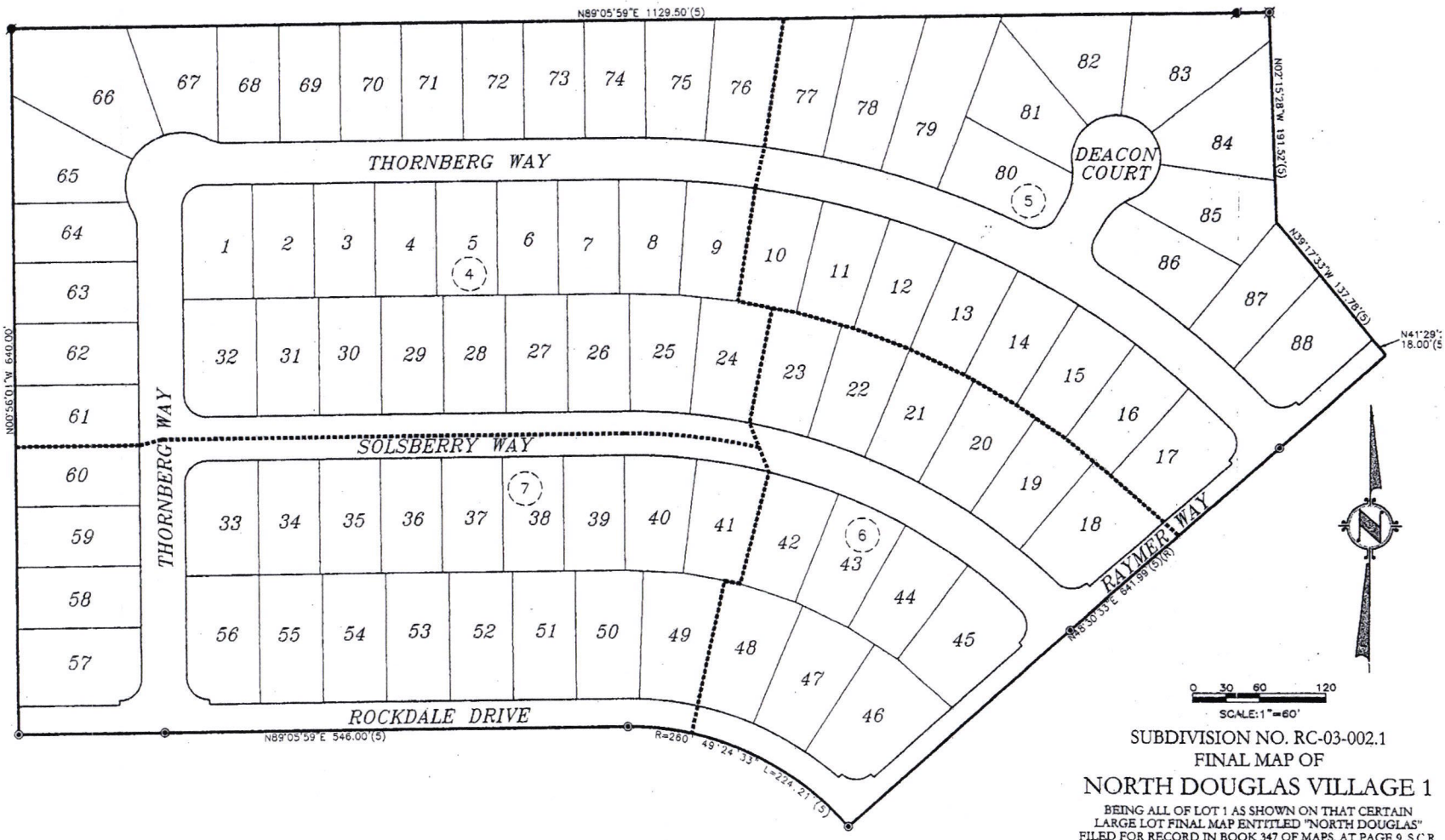
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "G 1414", 1ST ORDER AND NGS STATION "SHELDON" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 12 R.S. 27
(2) 29 P.M. 28
(3) 55 P.M. 29
(4) 3 R.S. 21
(5) 347 B.M. 9

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

1252.005



SUBDIVISION NO. RC-03-002.1

FINAL MAP OF

NORTH DOUGLAS VILLAGE 1

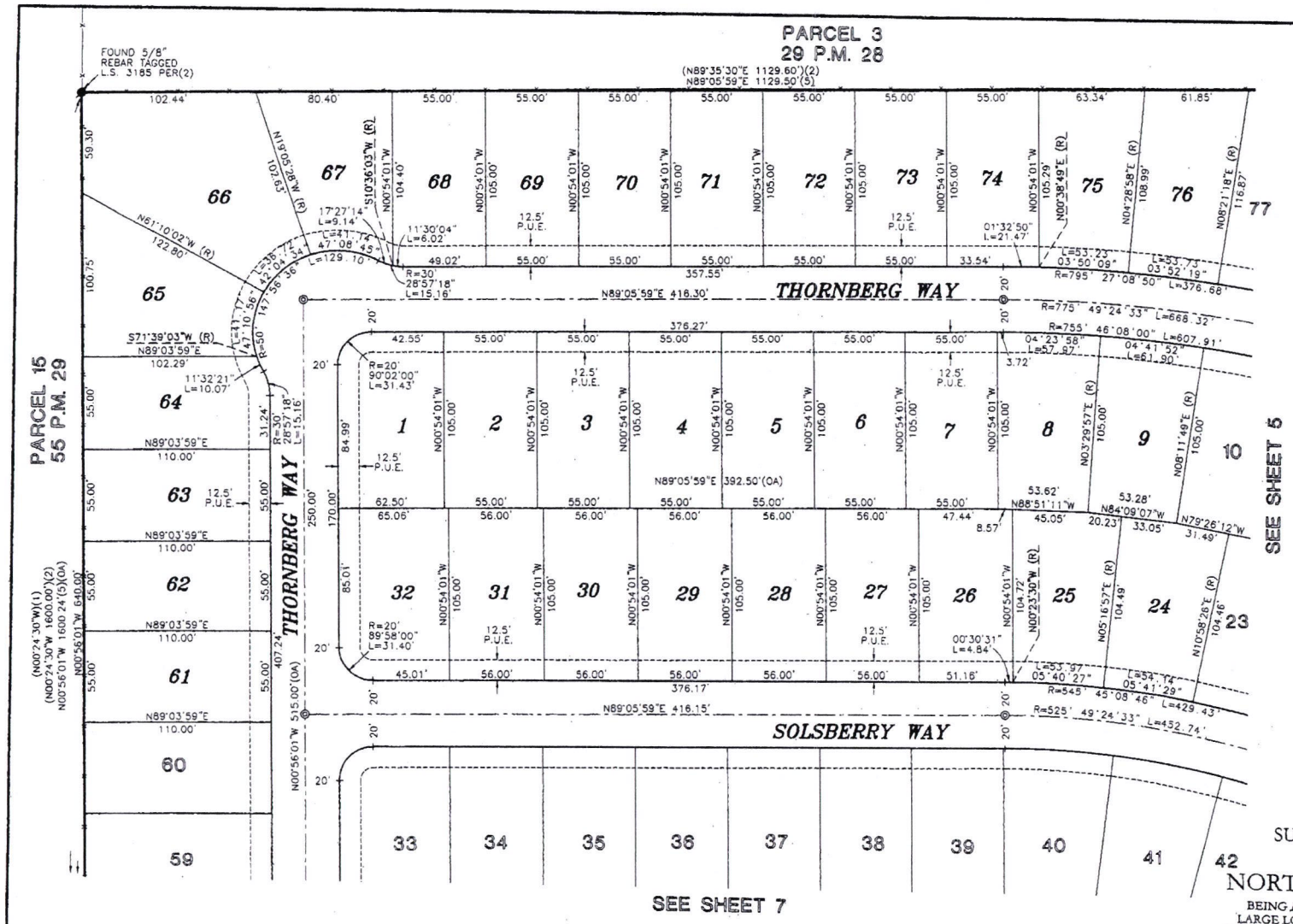
BEING ALL OF LOT 1 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, AND NOTES.

SHEET INDEX



SUBDIVISION NO. RC-03-002.1
FINAL MAP OF

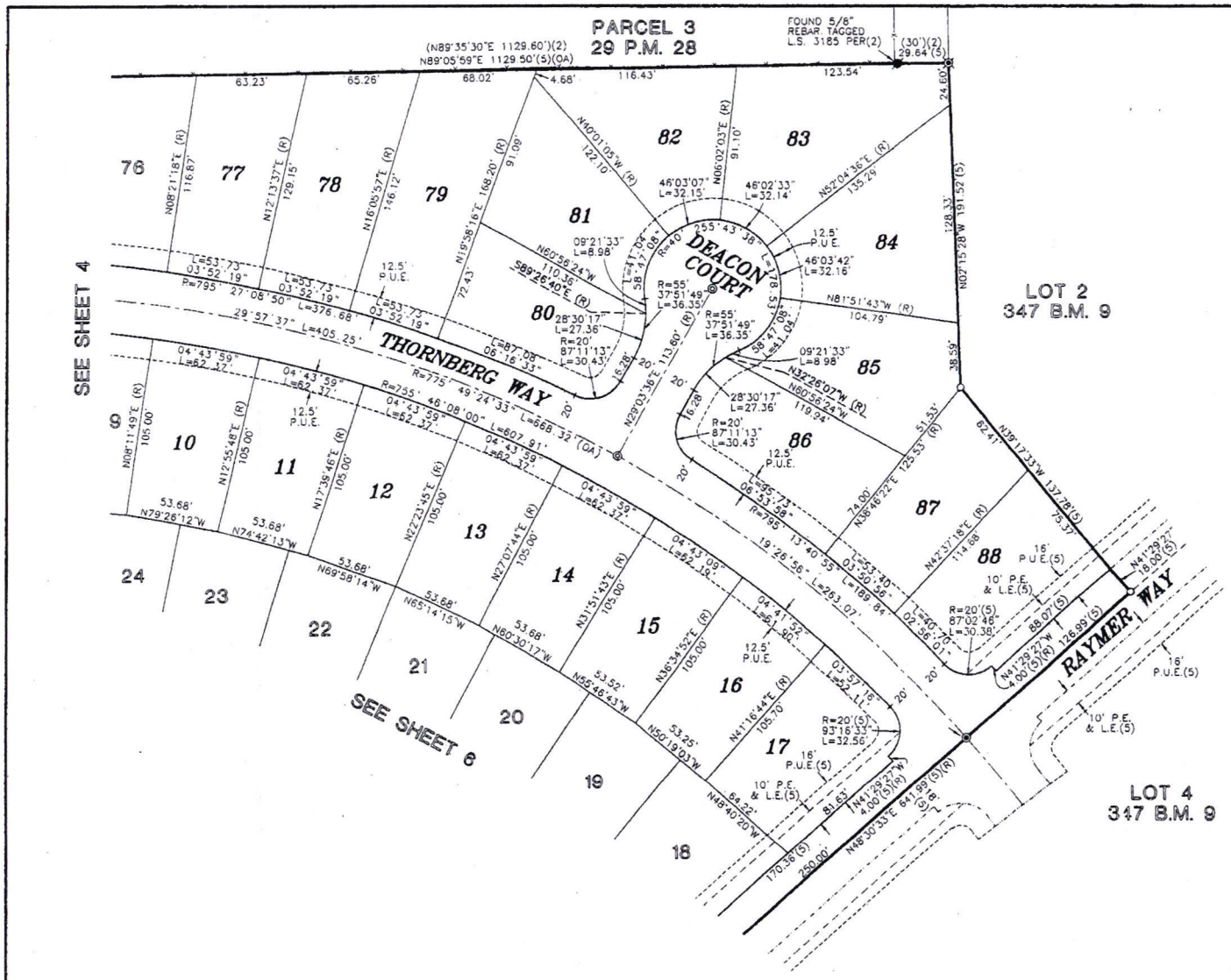
NORTH DOUGLAS VILLAGE 1

BEING ALL OF LOT 1 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, AND NOTES.

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





SUBDIVISION NO. RC-03-002.1
FINAL MAP OF

NORTH DOUGLAS VILLAGE 1

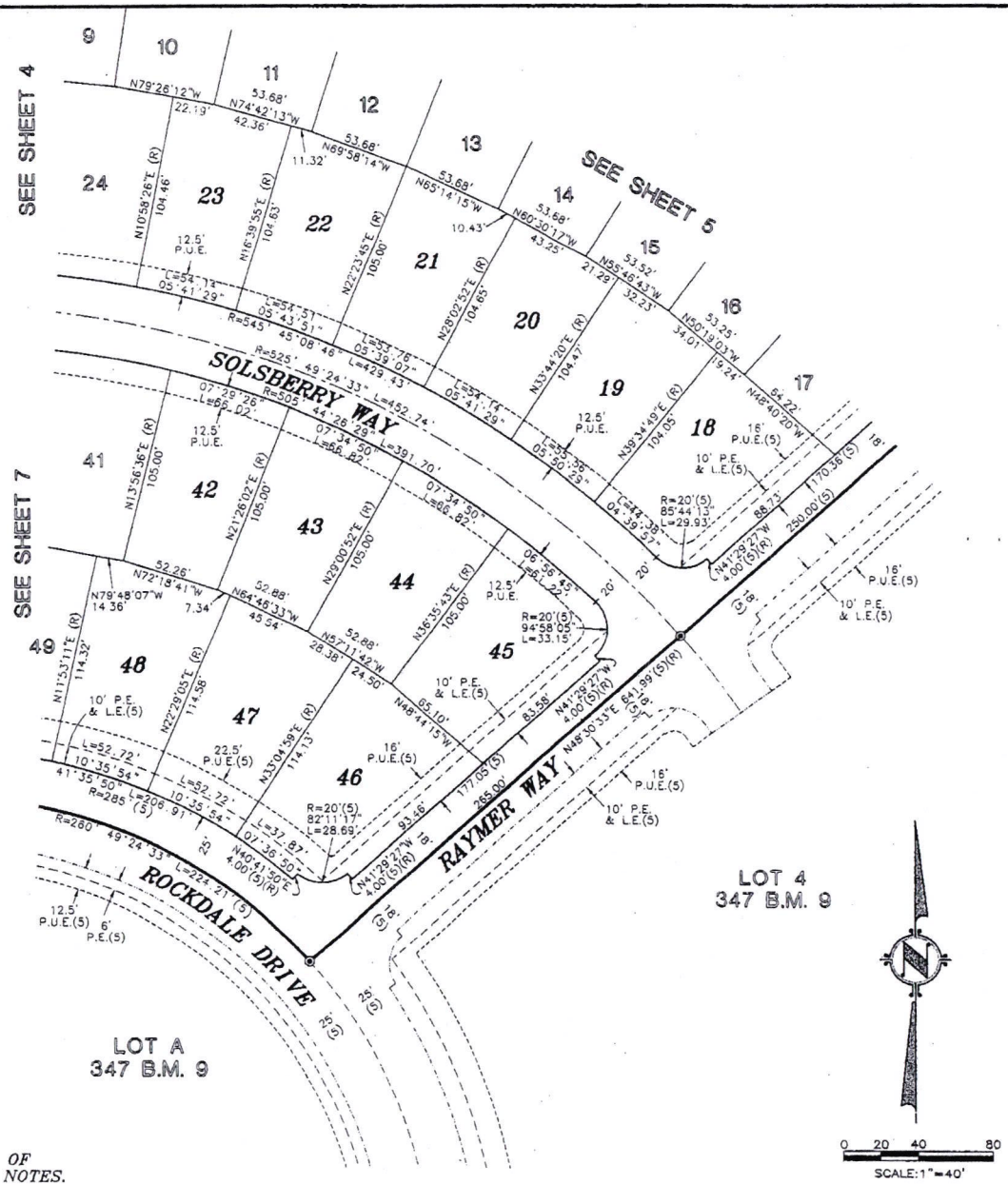
BEING ALL OF LOT 1 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

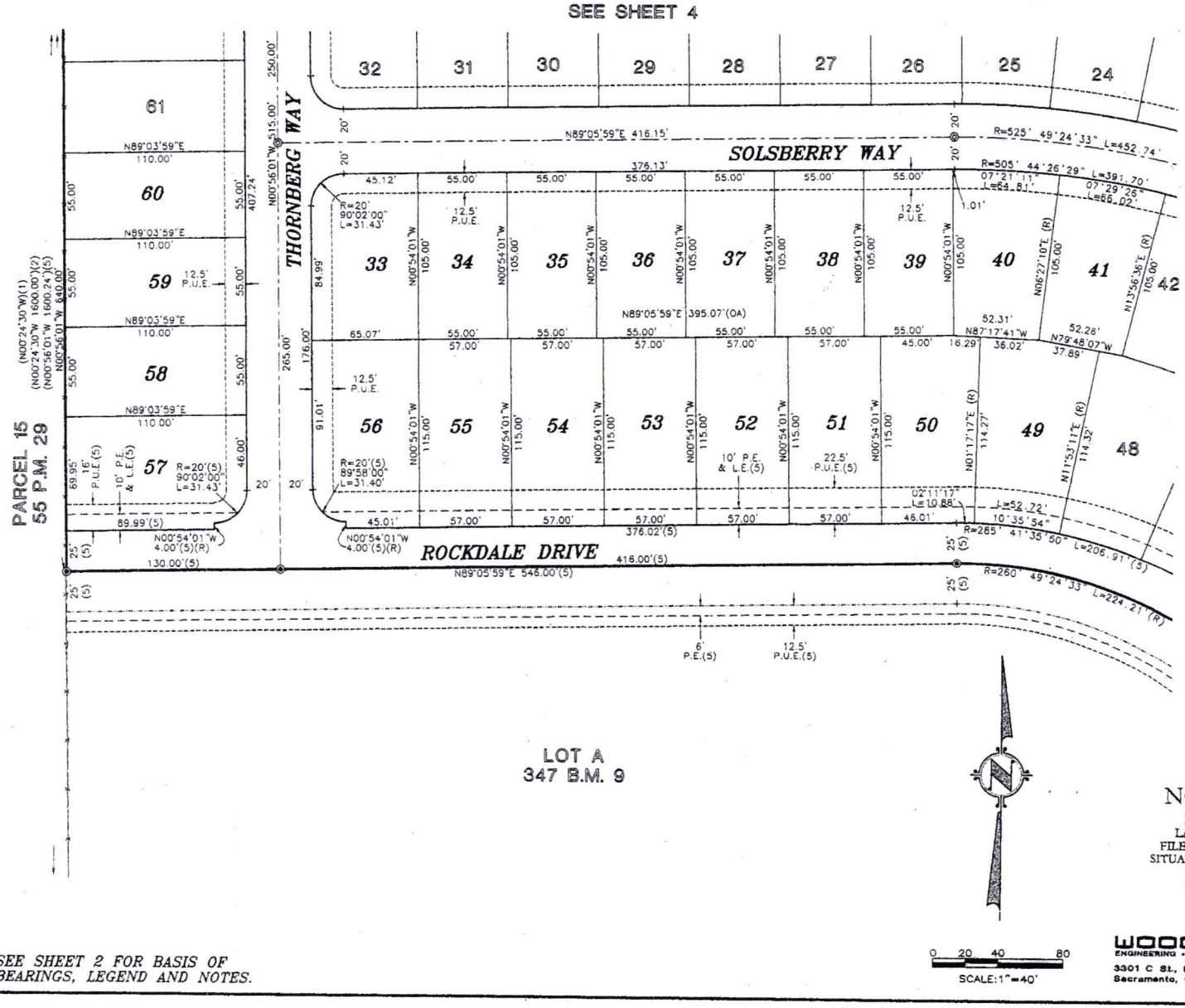
APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, AND NOTES.

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

1252.005


SEE SHEET 4
SEE SHEET 5
SEE SHEET 7
SOLSBERRY WAY
RAYMER WAY
ROCKDALE DRIVE
LOT A
347 B.M. 9
LOT 4
347 B.M. 9
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
41
42
43
44
45
46
47
48
49
N79°26'12"W
22.13'
N74°42'13"W
42.36'
N69°58'14"W
11.32'
N65°14'15"W
10.43'
N60°30'17"W
43.25'
N55°46'43"W
21.29'
N50°19'03"W
34.01'
N48°40'20"W
19.24'
N10°58'26"E (R)
104.46'
N16°39'55"E (R)
104.63'
N22°23'45"E (R)
105.00'
N28°02'53"E (R)
104.65'
N33°44'20"E (R)
104.47'
N39°34'49"E (R)
104.05'
N13°56'36"E (R)
105.00'
N21°26'02"E (R)
105.00'
N29°00'52"E (R)
105.00'
N36°35'43"E (R)
105.00'
N11°53'11"E (R)
114.32'
N22°29'05"E (R)
114.58'
N33°04'59"E (R)
114.13'
N48°44'13"W
65.10'
N41°29'27"W
85.58'
N48°30'33"E
641.99'(5)(R)
N41°29'27"W
4.00'(5)(R)
N72°18'41"W
52.26'
N79°48'07"W
14.36'
N64°46'33"W
52.88'
7.34'
45.54'
N57°11'42"W
52.88'
28.38'
24.50'
R=545.45'
L=54.74'
05°41'29"
R=525.49'
L=429.43'
05°39'07"
R=505.44'
L=452.74'
05°08'46"
R=485.07'
L=391.70'
07°43'50



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SUBDIVISION NO. RC-03-002.1

FINAL MAP OF

NORTH DOUGLAS VILLAGE 1

BEING ALL OF LOT 1 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 37-2006 APPROVING SUBDIVISION NO. RC-03-002.2 FINAL MAP OF NORTH DOUGLAS VILLAGE 2 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 37-2006 (Attachment 1)** approving the subdivision titled "Final Map North Douglas Village 2", consisting of 80 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 80 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on June 21, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 929389455 with The Continental Insurance Company in the amount of $656,100.00. Bond No. 929389455 with The Continental Insurance Company in the amount of $328,050.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Tax Collector.

AGENDA ITEM # 16

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 37-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 37-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-200.2 FINAL MAP OF NORTH DOUGLAS VILLAGE 2

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **US Home/KB North Douglas LLC** and the subdivision designated as **Subdivision No. RC-03-002.2 of North Douglas Village 2** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT Con 26-2006

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **US Home/KB North Douglas LLC** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **North Douglas, Village No. 2**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee Program**. Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and

agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by

City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$656,100.00 (Six Hundred Fifty-Six Thousand, One Hundred & No/100)**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons

renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written

agreement executed by the parties hereto.

22. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. Time. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

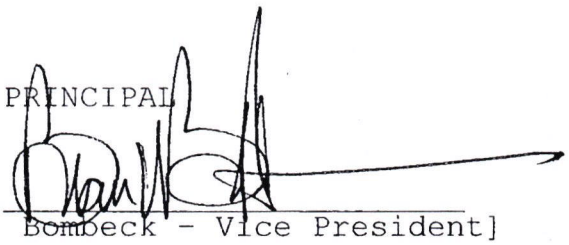
CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL



_____
[Brian W. Bombeck - Vice President]

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On March 27, 2006 (Date) before me, Carmela Carniato, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Brian W. Bombeck (Name(s) of Signer(s))

■ personally known to me
☐ ~~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.

CARMELA CARNIATO
Commission # 1523273
Notary Public - California
Placer County
My Comm. Expires Oct 30, 2008

WITNESS my hand and official seal.

Carmela Carniato
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

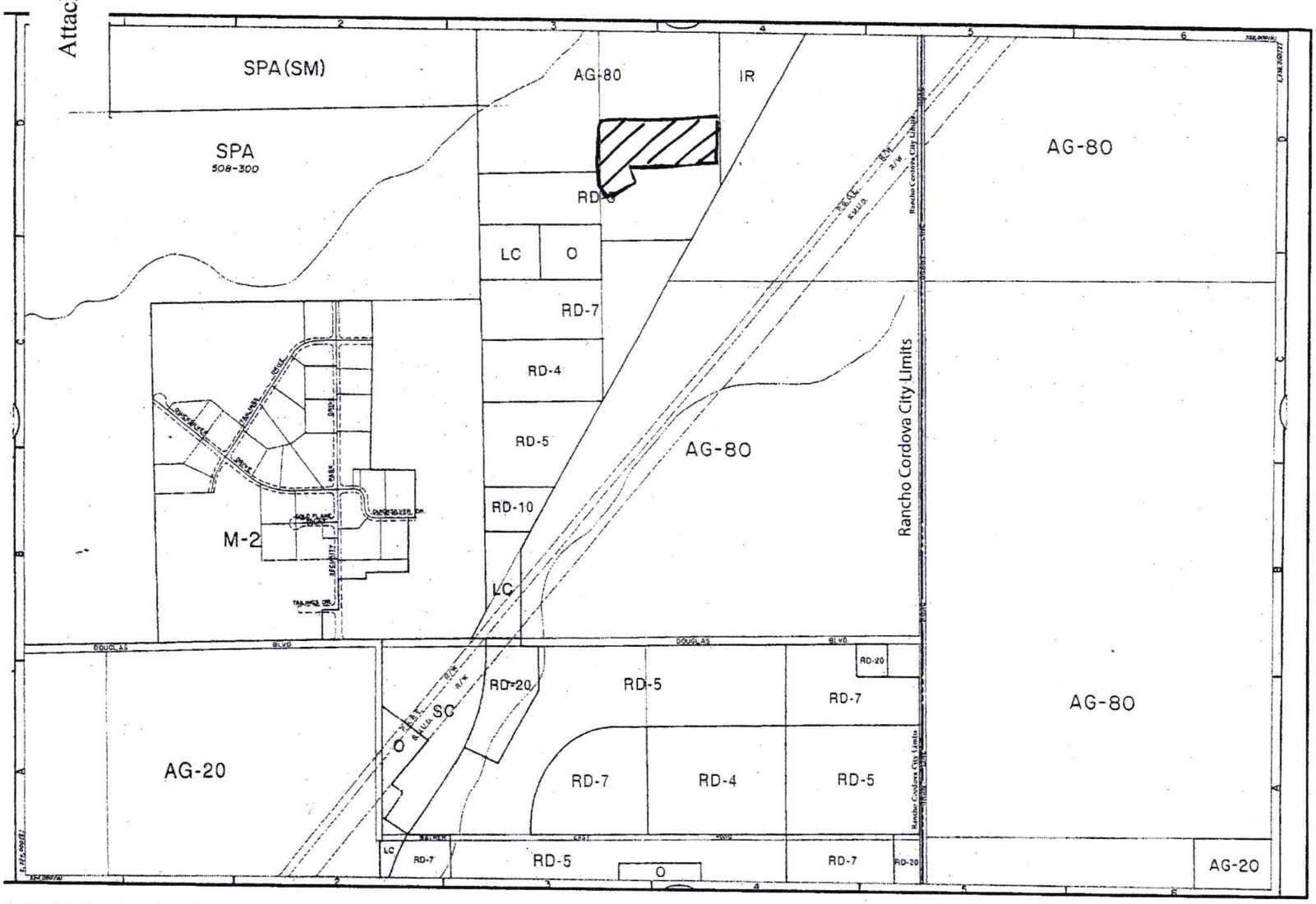
RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RC-03-002.2
NORTH DOUGLAS VILLAGE 2

Attachment 3

ZONING MAP



ZONING MAP SHEET 15

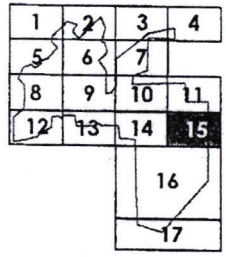
District	Full Designation
Agriculture	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
Residential	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space Rental Park
Commercial	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
Industrial	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
Other	
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 2 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVE, AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVE AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC DRIVE AND WAYS AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

D. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT." (P.E.)

US HOME/KB NORTH DOUGLAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR RENAISSANCE, INC.
A CALIFORNIA CORPORATION
MEMBER

BY: _____ DATE: MARCH 23, 2006
BRIAN W. BOMBECK
VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
COUNTY OF PLACER) SS

ON THE 23 DAY OF March, 2006, BEFORE ME, Carmela Cannata, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Brian W. Bombeck

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Carmela Cannata
PRINTED NAME: Carmela Cannata
COUNTY OF: Placer
MY COMMISSION EXPIRES: 10-30-08
MY COMMISSION NO.: 1523273

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEEDS OF TRUST RECORDED ON FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005-02222030, AND SEPTEMBER 2, 2005 AS INSTRUMENT NO. 2005-09021911 OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: Nancy Prall
PRINT: Nancy Prall
TITLE: Vice President

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
COUNTY OF PLACER) SS

ON THE 27 DAY OF MARCH, 2006, BEFORE ME, P. REYNOLDS, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, NANCY PRALL

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: P Reynolds
PRINTED NAME: P. REYNOLDS
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 4-20-08
MY COMMISSION NO.: 1482820

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR AMERICANOS DOUGLAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 29, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 21, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 2 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVE AND WAYS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____
_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

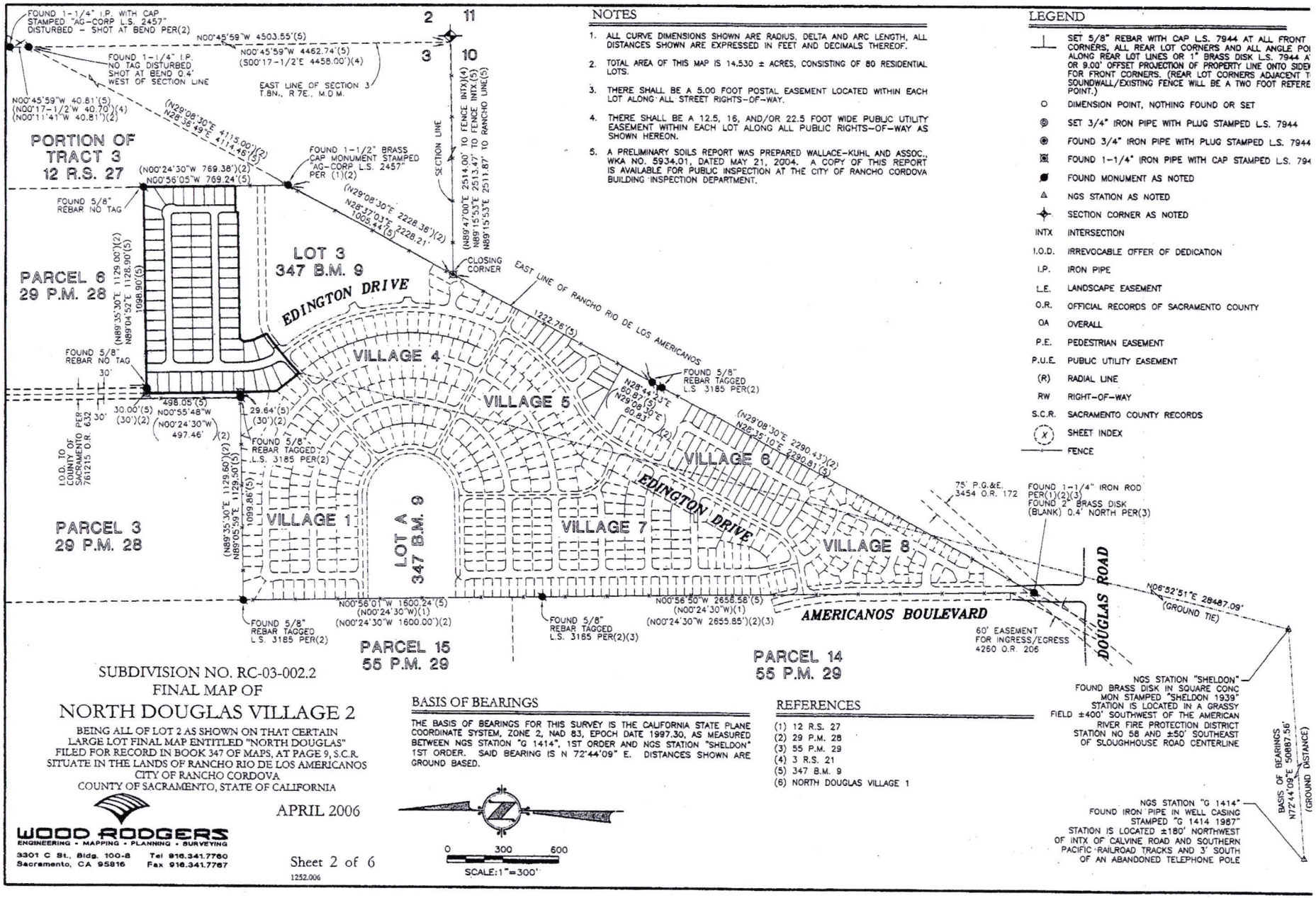
SUBDIVISION NO. RC-03-002.2
FINAL MAP OF
NORTH DOUGLAS VILLAGE 2

BEING ALL OF LOT 2 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

1252.006



NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 14.530 ± ACRES, CONSISTING OF 80 RESIDENTIAL LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 5934.01, DATED MAY 21, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

LEGEND

- SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POI ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 A OR 9.00' OFFSET PROJECTION OF PROPERTY LINE ONTO SIDEW FOR FRONT CORNERS. (REAR LOT CORNERS ADJACENT T SOUNDWALL/EXISTING FENCE WILL BE A TWO FOOT REFERE POINT.)
- O DIMENSION POINT, NOTHING FOUND OR SET
- SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- FOUND 1-1/4" IRON PIPE WITH CAP STAMPED L.S. 794
- FOUND MONUMENT AS NOTED
- NGS STATION AS NOTED
- SECTION CORNER AS NOTED
- INTX INTERSECTION
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- I.P. IRON PIPE
- L.E. LANDSCAPE EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- OA OVERALL
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- RW RIGHT-OF-WAY
- S.C.R. SACRAMENTO COUNTY RECORDS
- (X) SHEET INDEX
- FENCE

SUBDIVISION NO. RC-03-002.2

FINAL MAP OF

NORTH DOUGLAS VILLAGE 2

BEING ALL OF LOT 2 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

BASIS OF BEARINGS

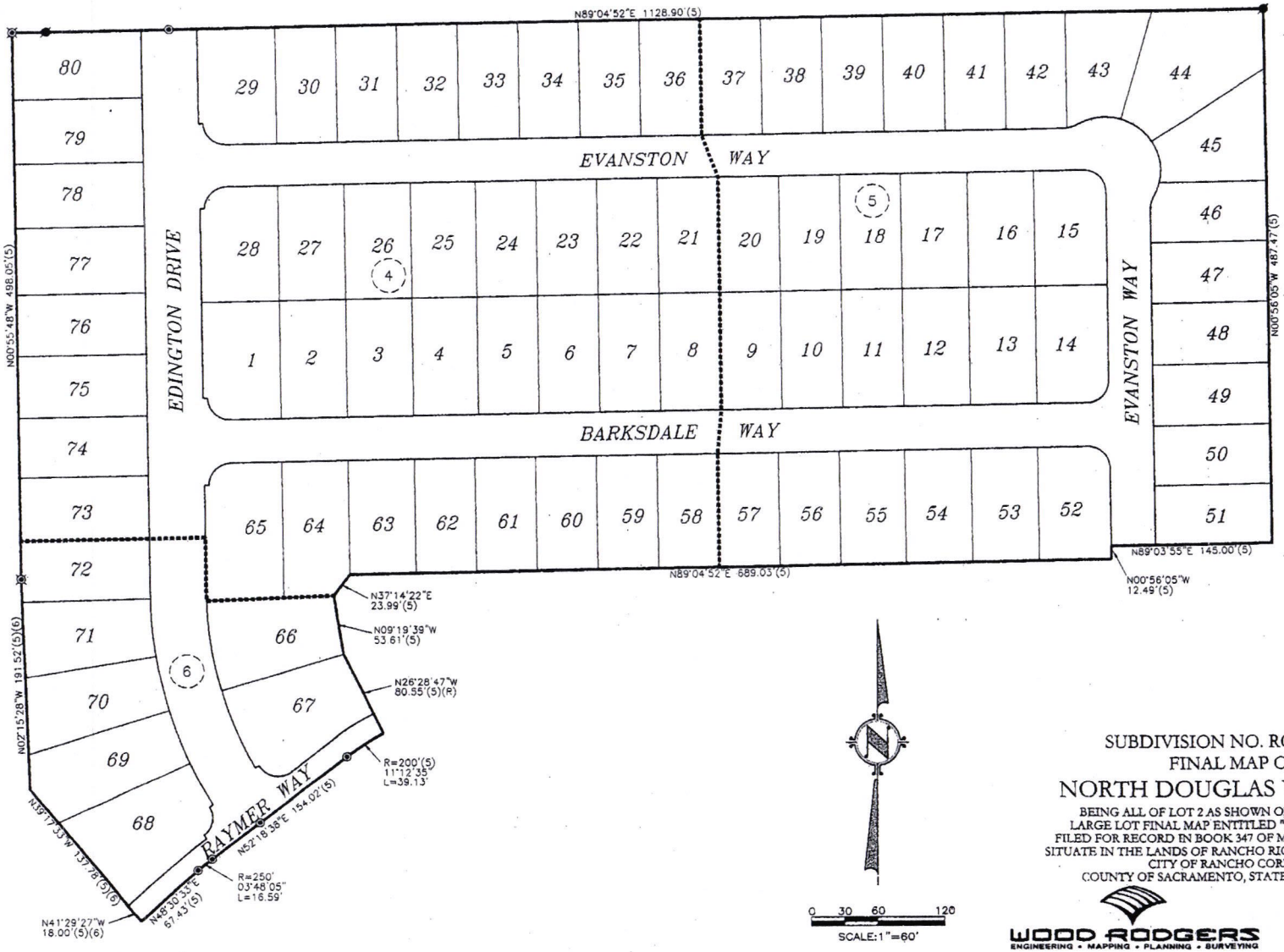
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "G 1414", 1ST ORDER AND NGS STATION "SHELDON" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 12 R.S. 27
(2) 29 P.M. 28
(3) 55 P.M. 29
(4) 3 R.S. 21
(5) 347 B.M. 9
(6) NORTH DOUGLAS VILLAGE 1

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

1252.006



SUBDIVISION NO. RC-03-002.2
FINAL MAP OF

NORTH DOUGLAS VILLAGE 2

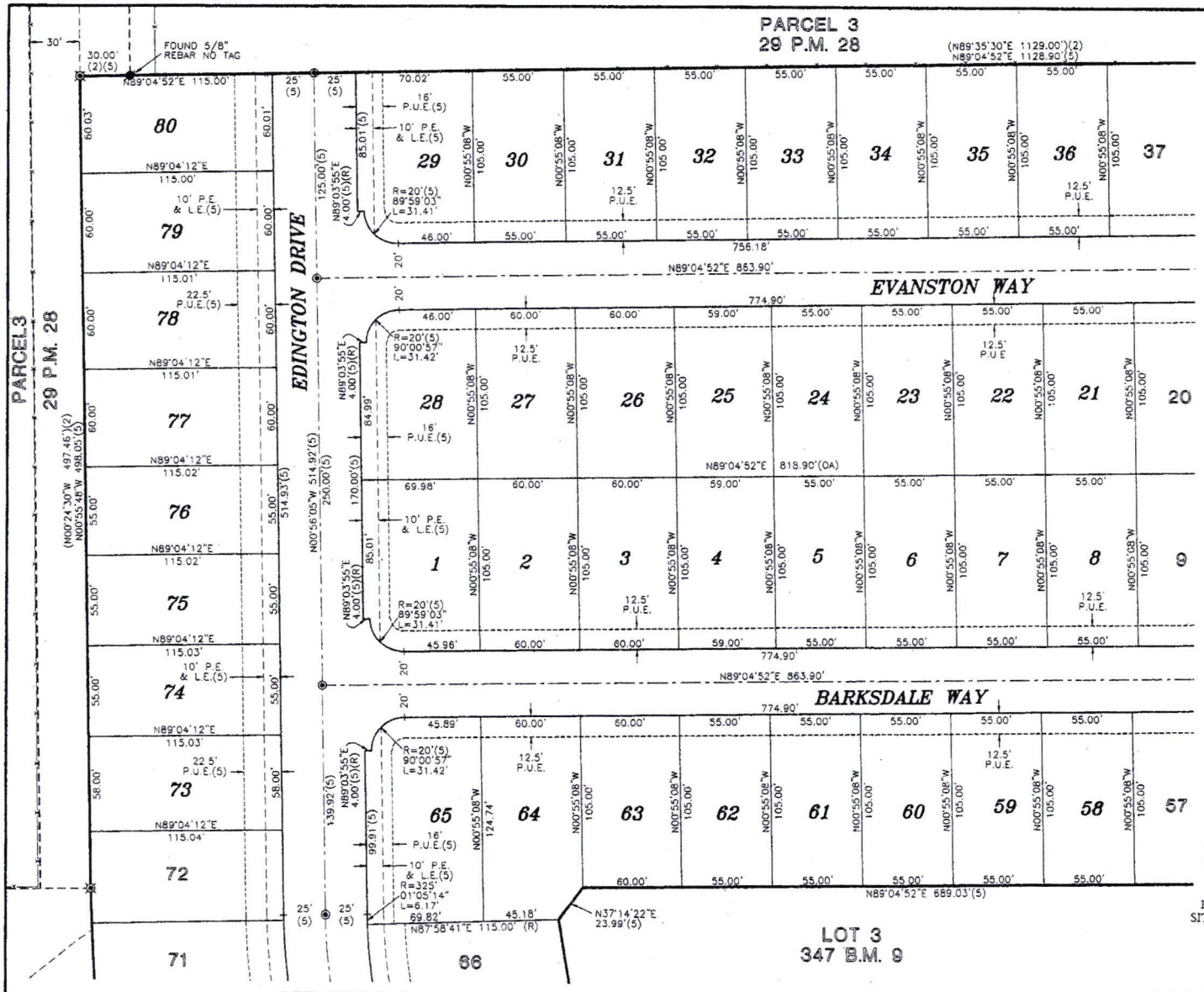
BEING ALL OF LOT 2 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICAN(CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 200(

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, AND NOTES.

SHEET INDEX



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, AND NOTES.

0 20 40 80

SCALE:1"=40'

SUBDIVISION NO. RC-03-002.2

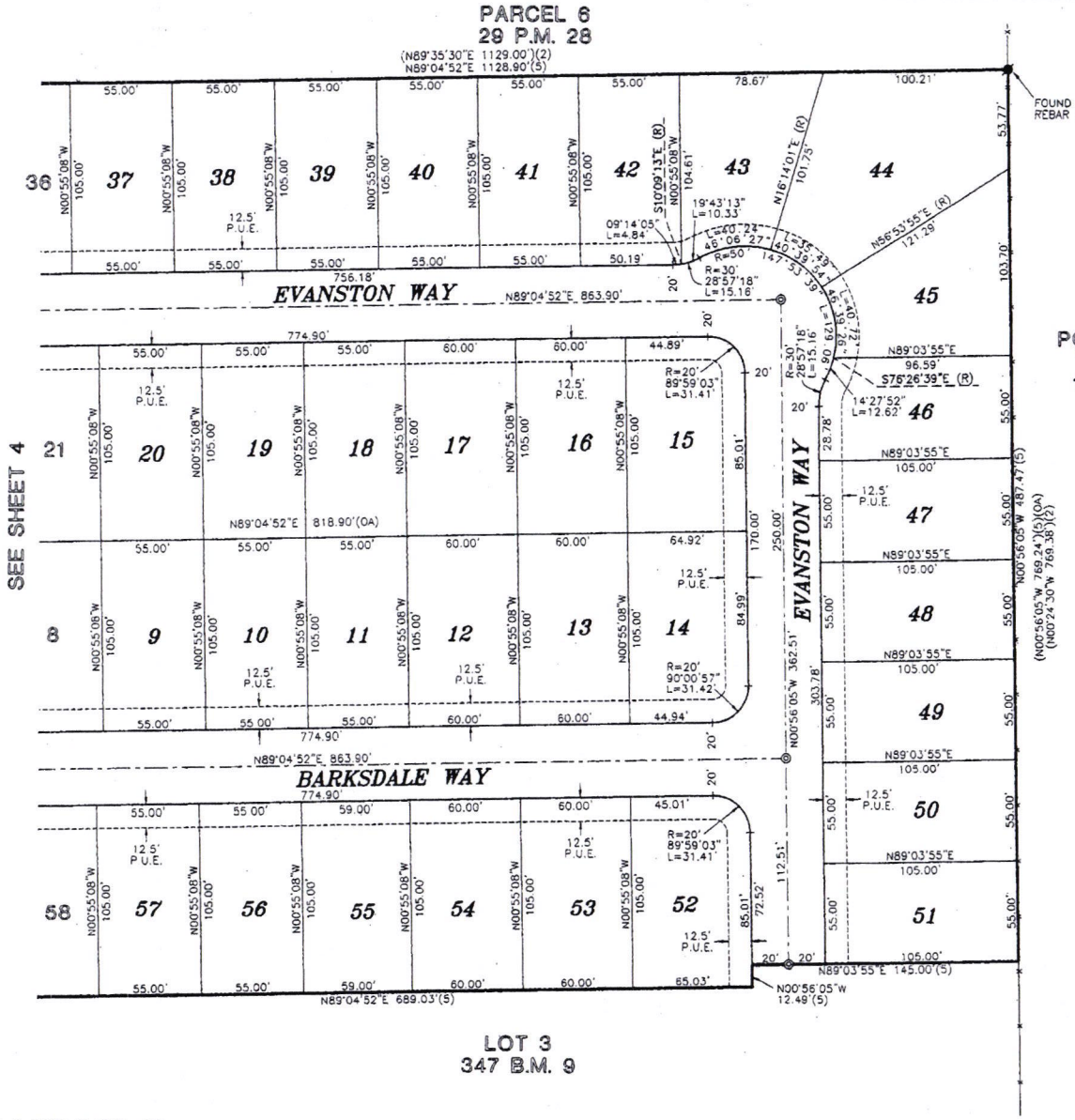
FINAL MAP OF

NORTH DOUGLAS VILLAGE 2

BEING ALL OF LOT 2 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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



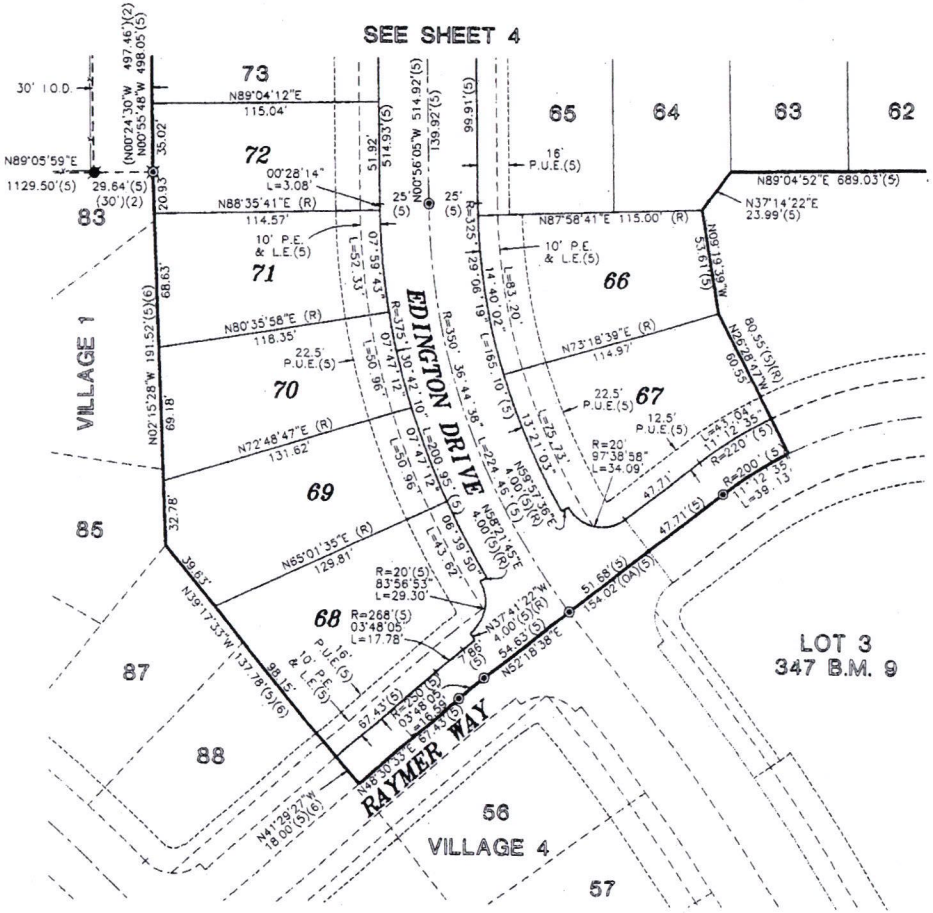
SUBDIVISION NO. RC-03-002.2
FINAL MAP OF

NORTH DOUGLAS VILLAGE 2

BEING ALL OF LOT 2 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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



SUBDIVISION NO. RC-03-002.2
FINAL MAP OF

NORTH DOUGLAS VILLAGE 2

BEING ALL OF LOT 2 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, AND NOTES.

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

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 38-2006 APPROVING SUBDIVISION NO. RC-03-002.3 FINAL MAP OF NORTH DOUGLAS VILLAGE 3 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 38-2006 (Attachment 1)** approving the subdivision titled "Final Map North Douglas Village 3", consisting of 72 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 72 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on June 21, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 929389456 with The Continental Insurance Company in the amount of $683,000.00. Bond No. 929389456 with The Continental Insurance Company in the amount of $342,500.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Tax Collector.

AGENDA ITEM # 17

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 38-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 38-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-200.3 FINAL MAP OF NORTH DOUGLAS VILLAGE 3

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **US Home/KB North Douglas LLC** and the subdivision designated as **Subdivision No. RC-03-002.3 of North Douglas Village 3** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

Con 27-2006

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **US Home/KB North Douglas LLC** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **North Douglas, Village No. 3**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee Program**. Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and

agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by

City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$683,000.00 (Six Hundred Eighty-Three Thousand & No/100).** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment

or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on

which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. **Execution By Real Party In Interest**. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. **Waiver of Civil Code Section 2819**. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. **City Construction of Improvements**. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. **Interest**. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. **Attorneys' Fees**. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

22. **Entire Agreement**. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

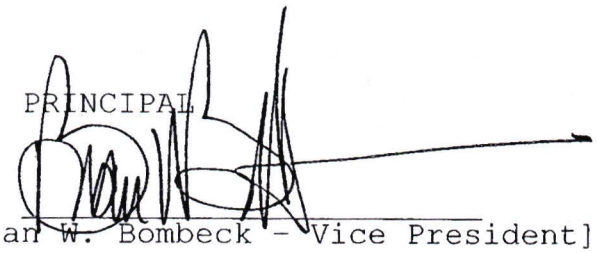
CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL



[Brian W. Bombeck - Vice President]

a:\lm_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On March 27, 2006 (Date) before me, Carmela Carniato, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Brian W. Bombeck (Name(s) of Signer(s)),

■ personally known to me
☐ ~~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.

WITNESS my hand and official seal.

Carmela Carniato
Signature of Notary Public

CARMELA CARNIATO
Commission # 1523273
Notary Public - California
Placer County
My Comm. Expires Oct 30, 2008

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

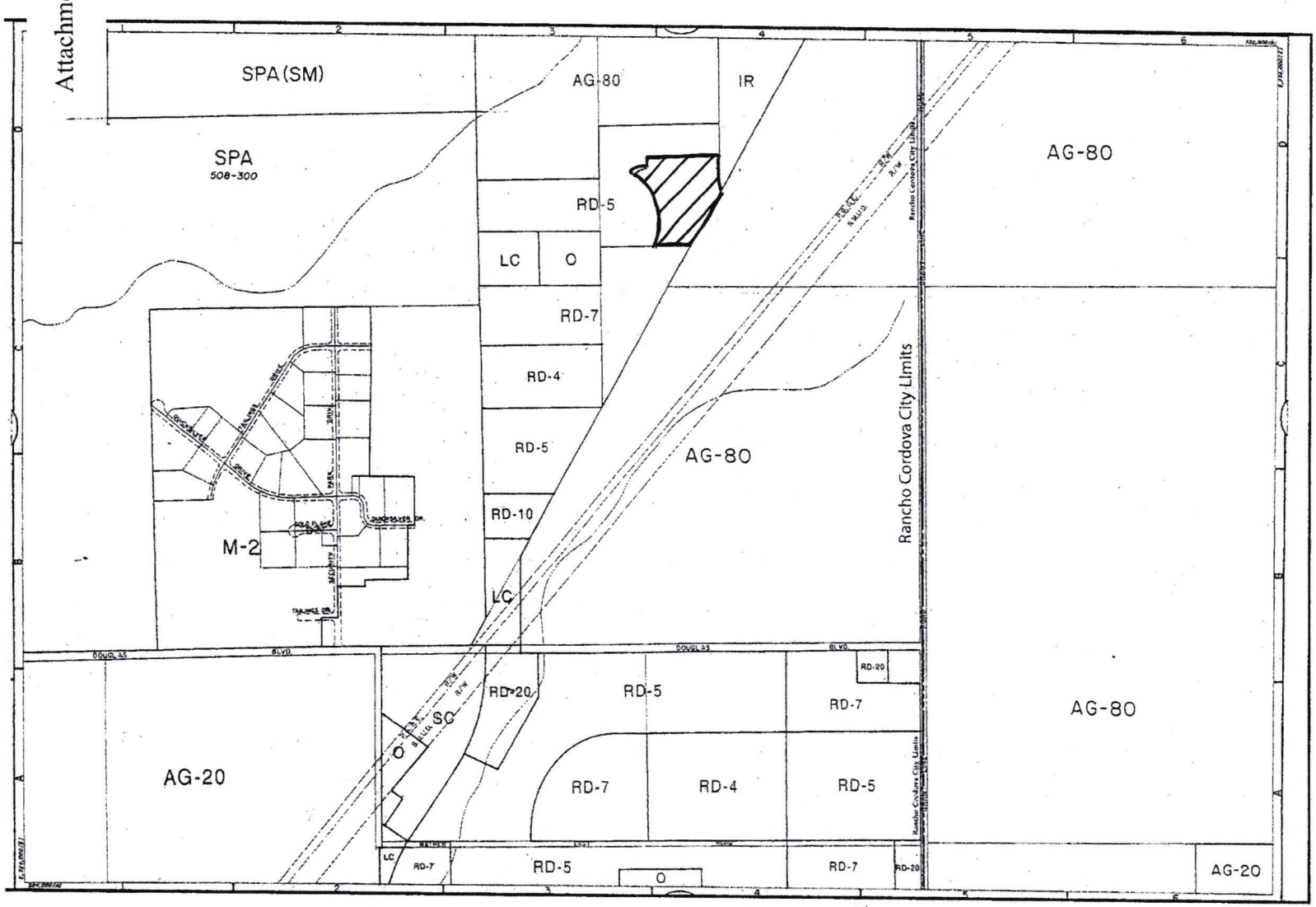
Signer Is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RC-03-002.3
NORTH DOUGLAS VILLAGE 3

Attachment 3

ZONING MAP



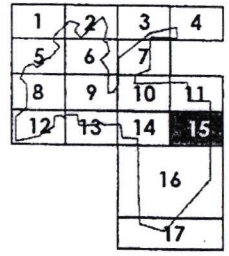
ZONE	DESCRIPTION
AGRICULTURAL	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
RESIDENTIAL	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units/
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space Rental Park
COMMERCIAL	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC-1	Travel Commercial
INDUSTRIAL	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
OTHER	
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



ZONING MAP SHEET 15

Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 3 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVE, AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVE AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC DRIVES AND WAYS AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

D. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT." (P.E.)

US HOME/KB NORTH DOUGLAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR RENAISSANCE, INC.
A CALIFORNIA CORPORATION
MEMBER

BY: Brian W. Bombeck DATE: MARCH 23, 2006
BRIAN W. BOMBECK
VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 23 DAY OF MARCH, 2006, BEFORE ME, Carmela Carniato, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Brian W. Bombeck

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Carmela Carniato
PRINTED NAME: Carmela Carniato
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 10-30-08
MY COMMISSION NO.: 1523273

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEEDS OF TRUST RECORDED ON FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005-02222030, AND SEPTEMBER 2, 2005 AS INSTRUMENT NO. 2005-09021911 OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: Nancy Prall
PRINT: Nancy Prall
TITLE: Vice President

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF Placer } SS

ON THE 27 DAY OF MARCH, 2006, BEFORE ME, P. Reynolds, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Nancy Prall

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: P. Reynolds
PRINTED NAME: P. Reynolds
COUNTY OF: Placer
MY COMMISSION EXPIRES: 4-20-08
MY COMMISSION NO.: 1482820

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR AMERICANOS DOUGLAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 29, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 21, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 3 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVE AND WAYS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

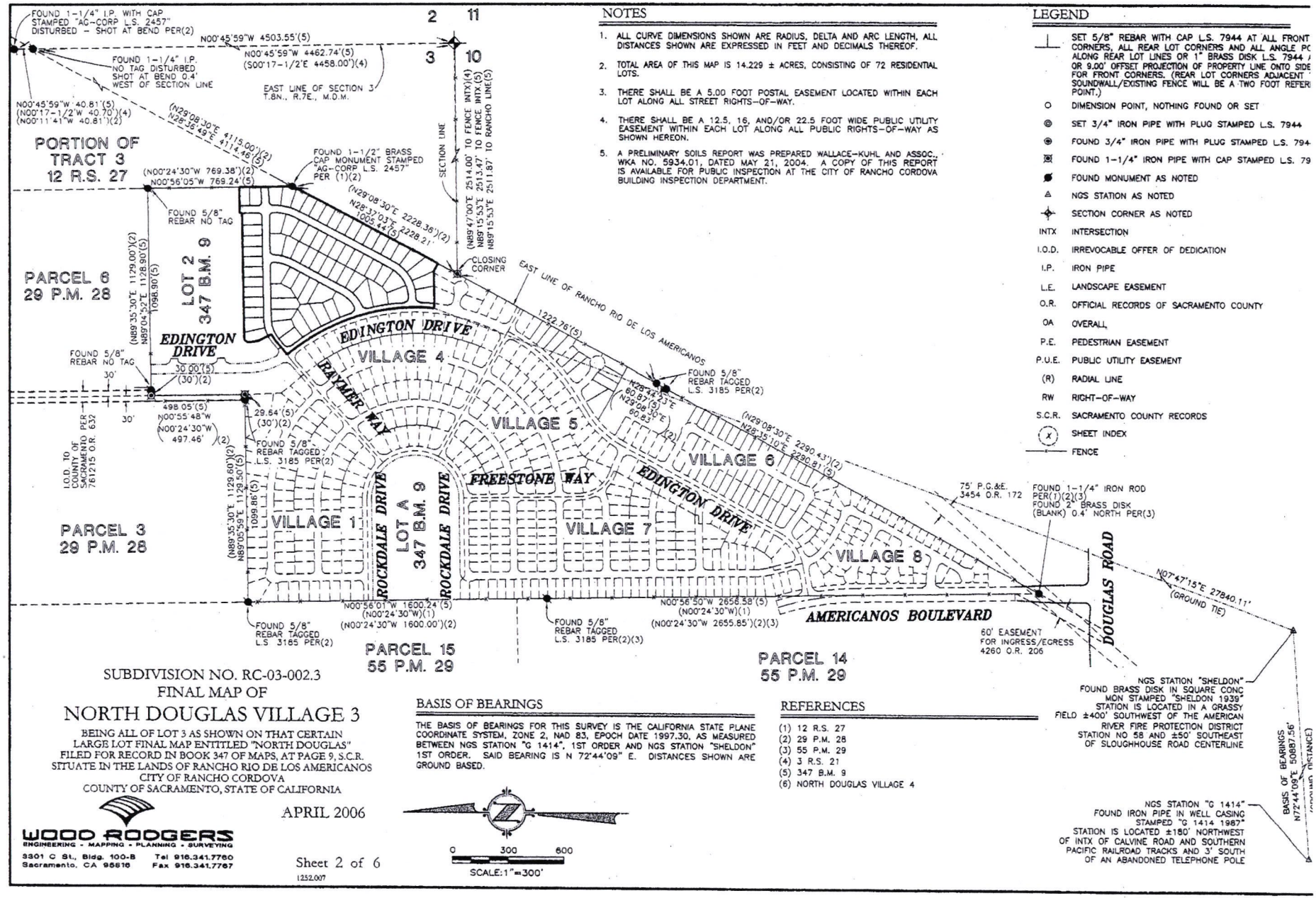
BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-002.3
FINAL MAP OF
NORTH DOUGLAS VILLAGE 3

BEING ALL OF LOT 3 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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



NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 14.229 ± ACRES, CONSISTING OF 72 RESIDENTIAL LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 5934.01, DATED MAY 21, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

LEGEND

- SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE PC ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 / OR 9.00' OFFSET PROJECTION OF PROPERTY LINE ONTO SIDE FOR FRONT CORNERS. (REAR LOT CORNERS ADJACENT SOUNDWALL/EXISTING FENCE WILL BE A TWO FOOT REFERI POINT.)
- DIMENSION POINT, NOTHING FOUND OR SET
- SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 794
- FOUND 1-1/4" IRON PIPE WITH CAP STAMPED L.S. 79
- FOUND MONUMENT AS NOTED
- NGS STATION AS NOTED
- SECTION CORNER AS NOTED
- INTX INTERSECTION
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- I.P. IRON PIPE
- L.E. LANDSCAPE EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- OA OVERALL
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- RW RIGHT-OF-WAY
- S.C.R. SACRAMENTO COUNTY RECORDS
- (X) SHEET INDEX
- FENCE

SUBDIVISION NO. RC-03-002.3
FINAL MAP OF
NORTH DOUGLAS VILLAGE 3

BEING ALL OF LOT 3 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

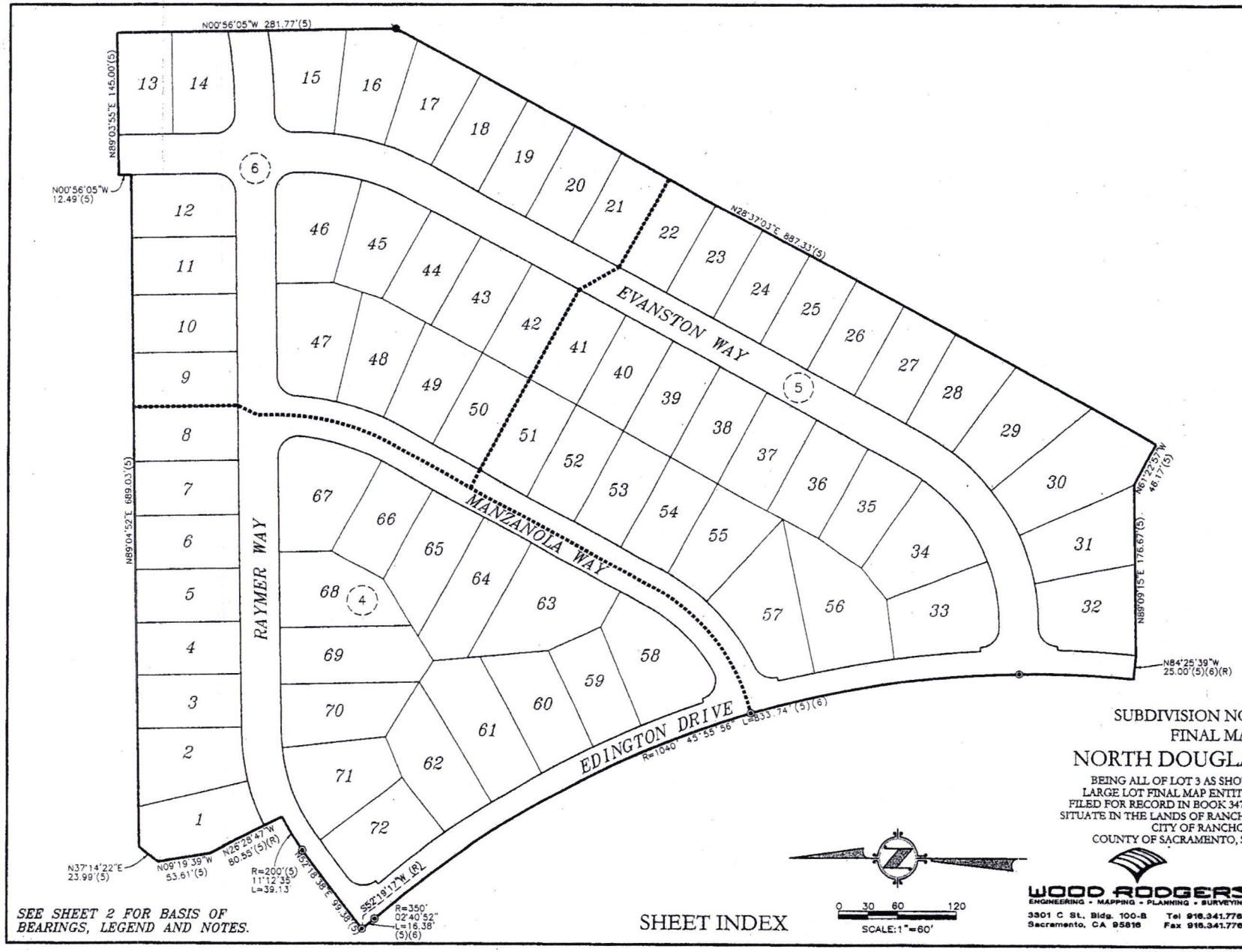
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "G 1414", 1ST ORDER AND NGS STATION "SHELDON" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 12 R.S. 27
(2) 29 P.M. 28
(3) 55 P.M. 29
(4) 3 R.S. 21
(5) 347 B.M. 9
(6) NORTH DOUGLAS VILLAGE 4

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



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SHEET INDEX

0 30 60 120
SCALE:1"=60'

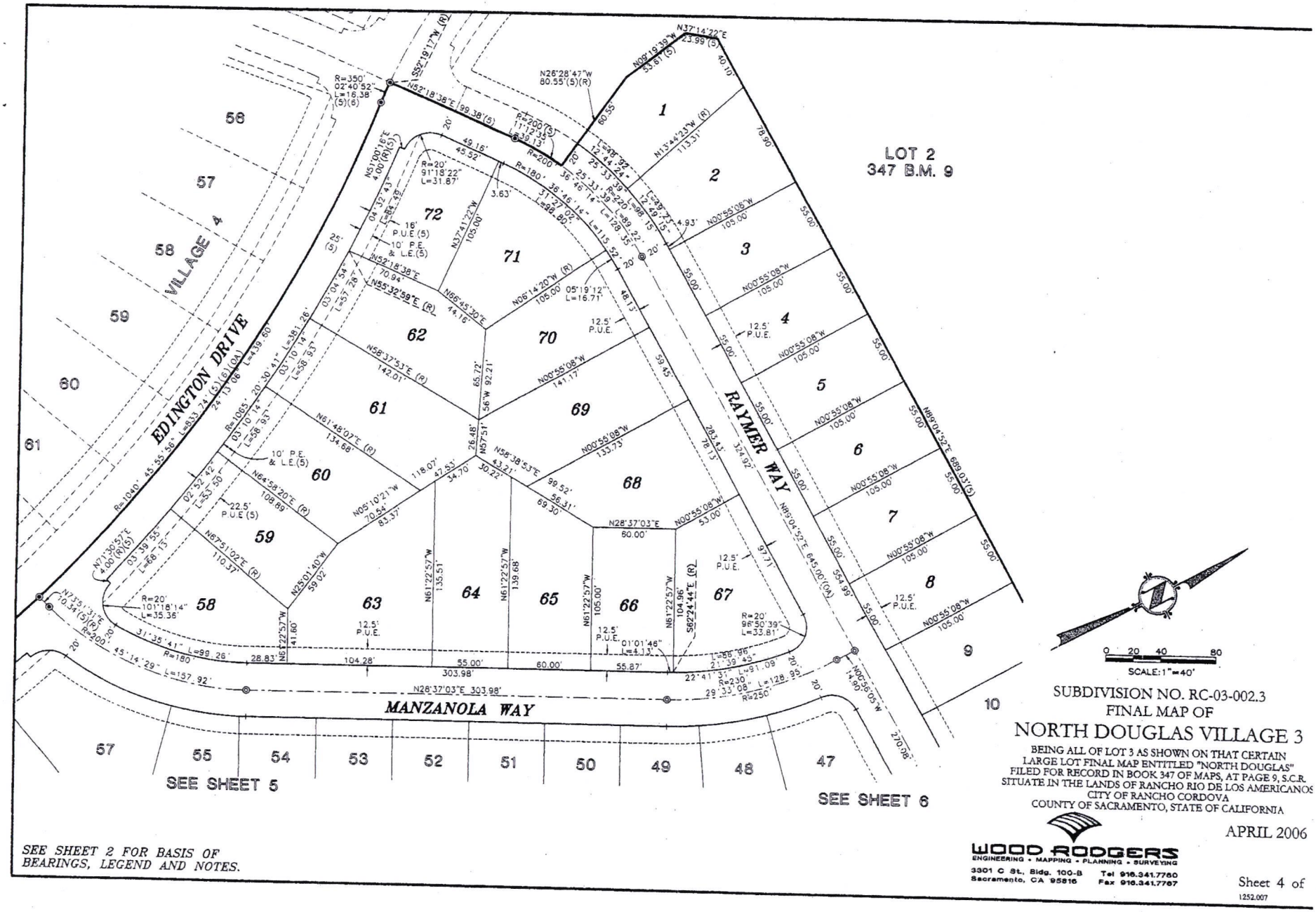
SUBDIVISION NO. RC-03-002.3
FINAL MAP OF

NORTH DOUGLAS VILLAGE 3

BEING ALL OF LOT 3 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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



SUBDIVISION NO. RC-03-002.3
FINAL MAP OF

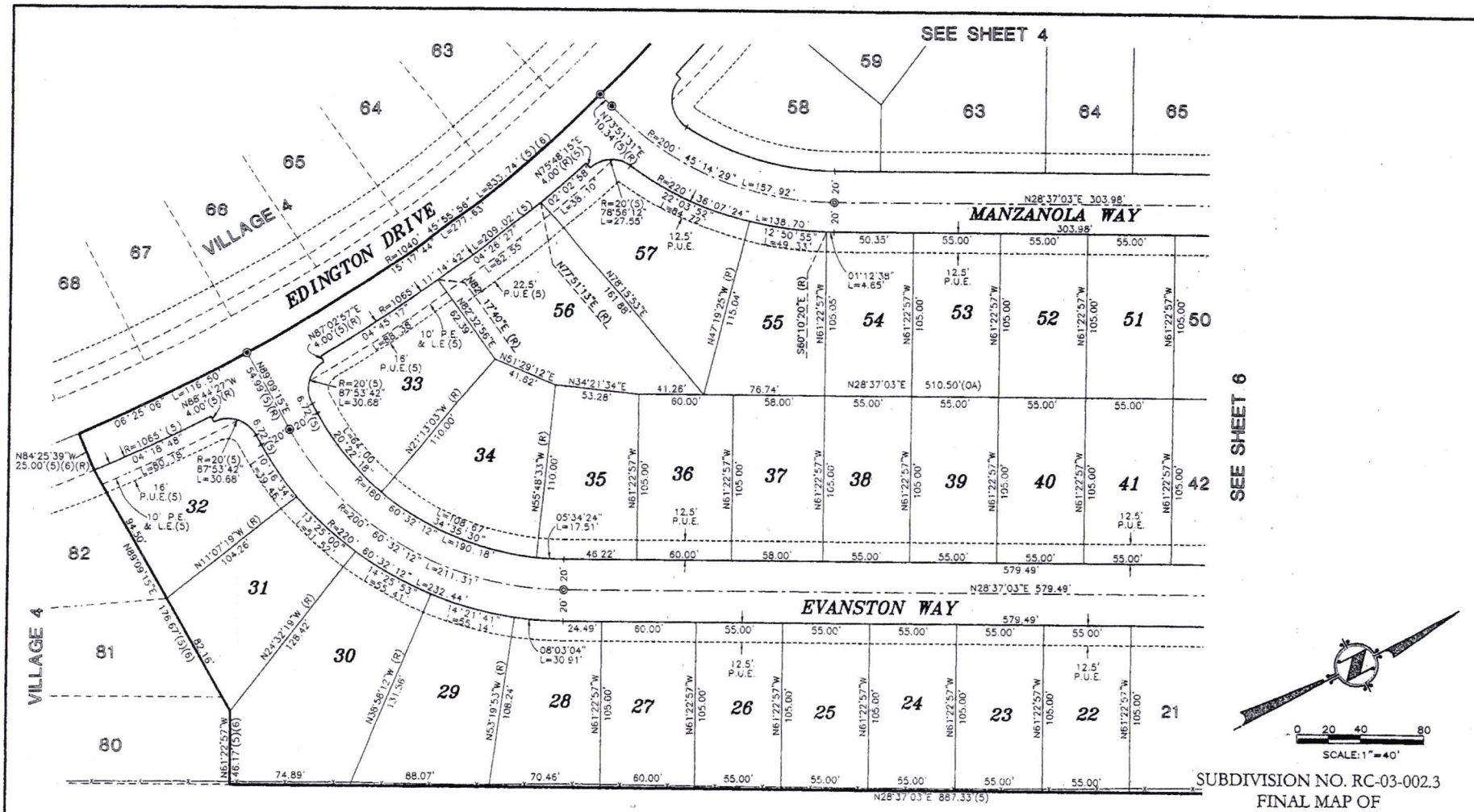
NORTH DOUGLAS VILLAGE 3

BEING ALL OF LOT 3 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

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



SUBDIVISION NO. RC-03-002.3
FINAL MAP OF

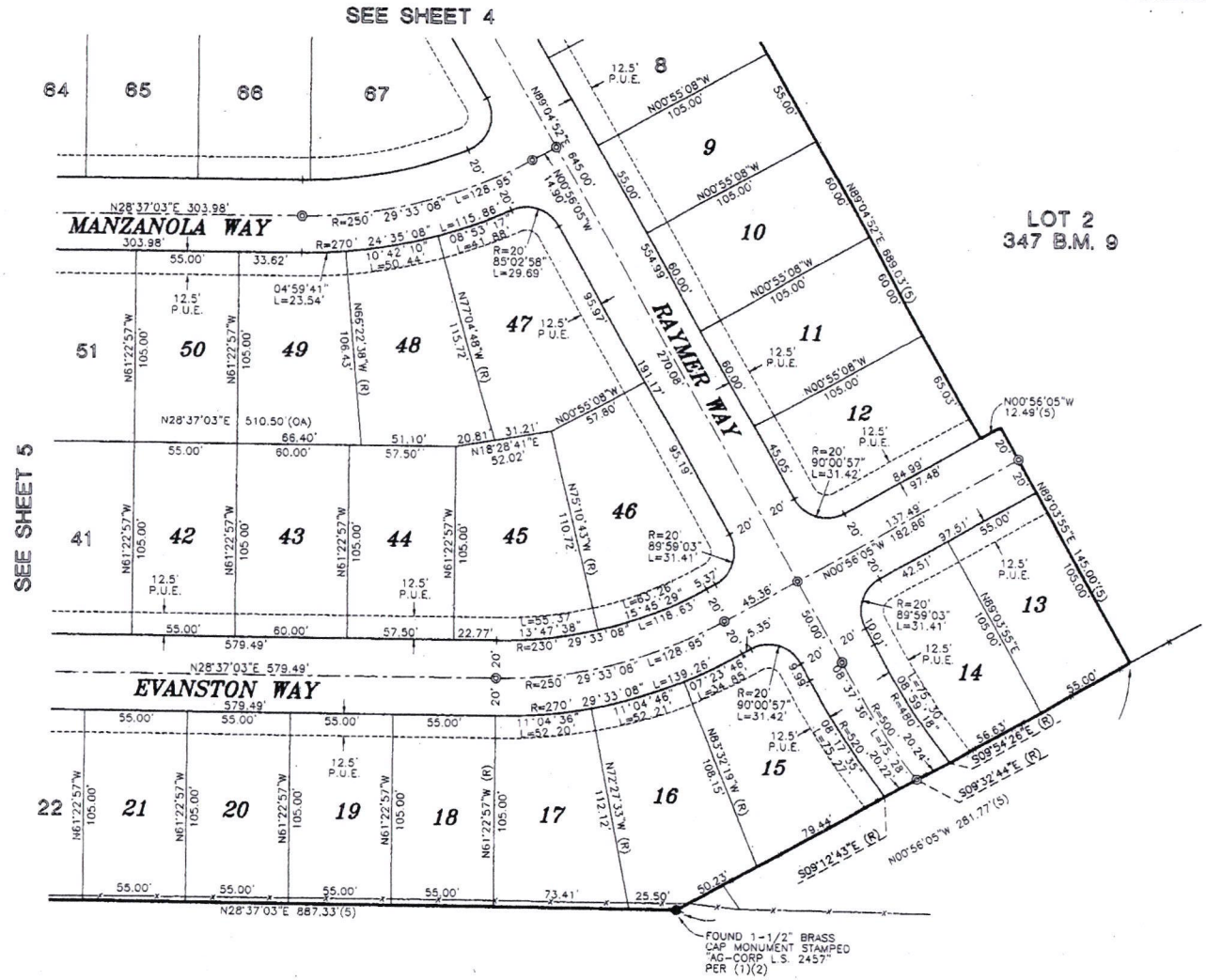
NORTH DOUGLAS VILLAGE 3

BEING ALL OF LOT 3 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

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



0 20 40 80

SCALE: 1"=40'

SUBDIVISION NO. RC-03-002.3

FINAL MAP OF

NORTH DOUGLAS VILLAGE 3

BEING ALL OF LOT 3 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

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

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 39-2006 APPROVING SUBDIVISION NO. RC-03-002.4 FINAL MAP OF NORTH DOUGLAS VILLAGE 4 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 39-2006 (Attachment 1)** approving the subdivision titled "Final Map North Douglas Village 4", consisting of 82 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 82 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on June 21, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 929389458 with The Continental Insurance Company in the amount of $1,166,400.00. Bond No. 929389458 with The Continental Insurance Company in the amount of $583,200.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Tax Collector.

AGENDA ITEM # 18

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 39-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 39-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-200.4 FINAL MAP OF NORTH DOUGLAS VILLAGE 4

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **US Home/KB North Douglas LLC** and the subdivision designated as **Subdivision No. RC-03-002.4 of North Douglas Village 4** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT Con 28-2006

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **US Home/KB North Douglas LLC** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **North Douglas, Village No. 4**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee Program**. Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and

agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by

City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$1,166,400.00 (One Million, One Hundred Sixty-Six Thousand, Four Hundred & No/100)**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to

persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written

agreement executed by the parties hereto.

22. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. Time. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

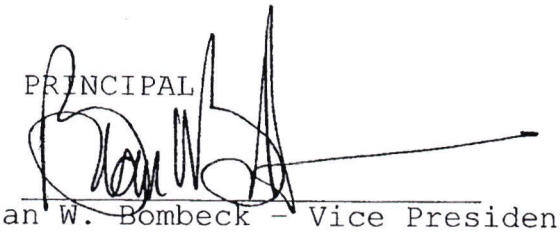
CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL



[Brian W. Bombeck – Vice President]

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On March 27, 2006 (Date) before me, Carmela Carniato, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Brian W. Bombeck (Name(s) of Signer(s))

■ personally known to me
☐ ~~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.

CARMELA CARNIATO
Commission # 1523273
Notary Public - California
Placer County
My Comm. Expires Oct 30, 2008

WITNESS my hand and official seal.

Carmela Carniato
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

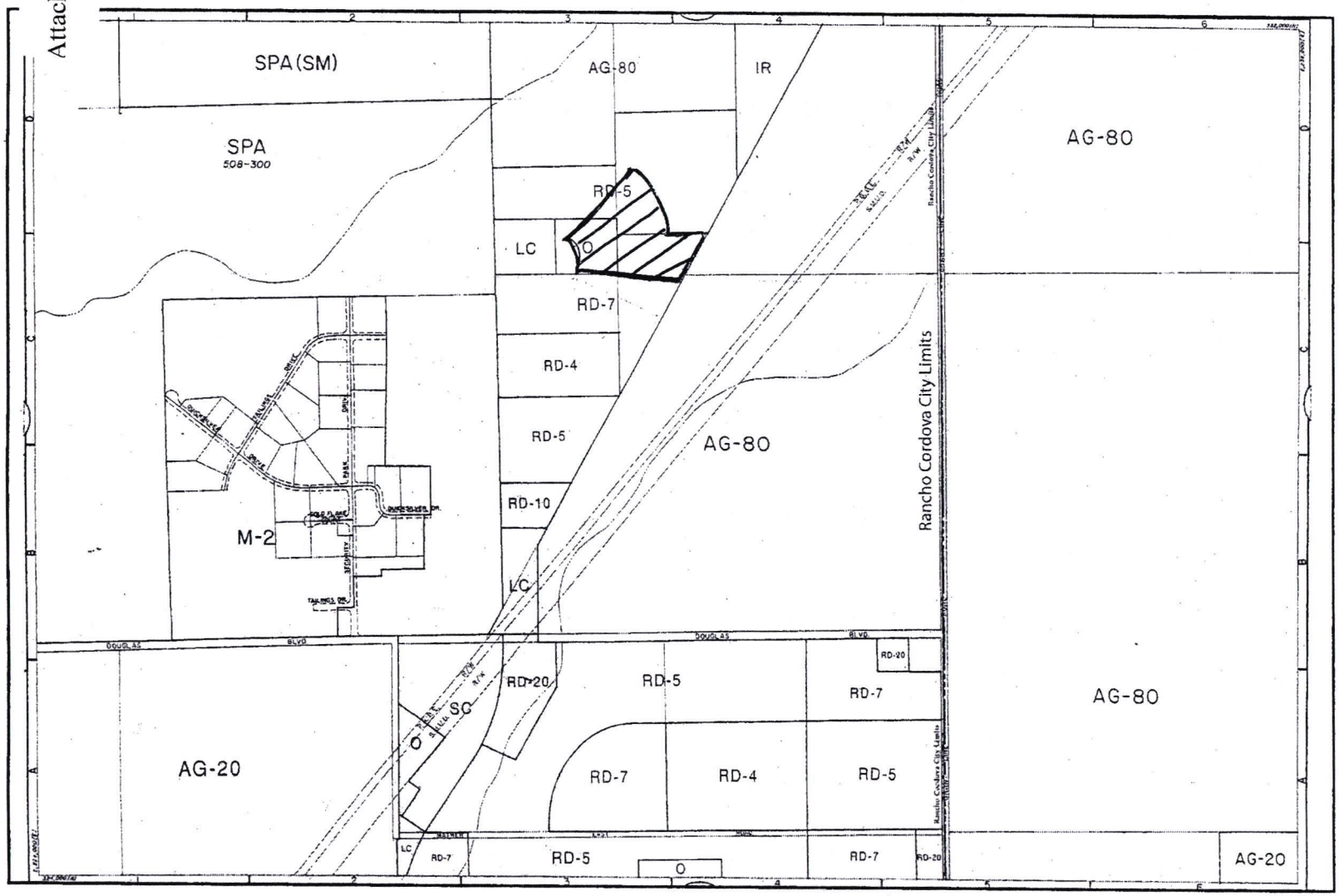
Signer Is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RC-03-002.4
NORTH DOUGLAS VILLAGE 4

Attachment 3

ZONING MAP



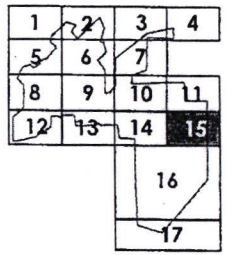
ZONE DESIGNATION	ZONE DESCRIPTION
Agricultural	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
Residential	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential, maximum density 15 dwelling unit
RD-20	Multiple Family Residential maximum density 20 dwelling unit
RM-1	Space Rental Park
Commercial	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
Industrial	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
Other	
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



ZONING MAP SHEET 15

Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 4 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVES, COURT AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVES, COURT AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC DRIVES, COURT AND WAYS AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

D. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT." (P.E.)

US HOME/KB NORTH DOUGLAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR RENAISSANCE, INC.
A CALIFORNIA CORPORATION
MEMBER

BY: Brian W. Bombeck
BRIAN W. BOMBECK
VICE PRESIDENT

DATE: MARCH 26, 2006

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 26 DAY OF MARCH, 2006, BEFORE ME, CARMELO CARANIATO, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, BRIAN W. BOMBECK

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Carmelo Caraniato
PRINTED NAME: Carmelo Caraniato
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 10-30-08
MY COMMISSION NO.: 1522273

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEEDS OF TRUST RECORDED ON FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005-02222030, AND SEPTEMBER 2, 2005 AS INSTRUMENT NO. 2005-09021911 OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: Nancy Prall
PRINT: Nancy Prall
TITLE: Vice President

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 27 DAY OF MARCH, 2006, BEFORE ME, P. REYNOLDS, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, NANCY PRALL

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: P. Reynolds
PRINTED NAME: P. REYNOLDS
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 4-20-08
MY COMMISSION NO.: 1492320

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR AMERICANOS DOUGLAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 29, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 21, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 4 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVES, COURT AND WAYS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____

CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____

COUNTY RECORDER
COUNTY OF SACRAMENTO

DEPUTY RECORDER

SUBDIVISION NO. RC-03-002.4
FINAL MAP OF

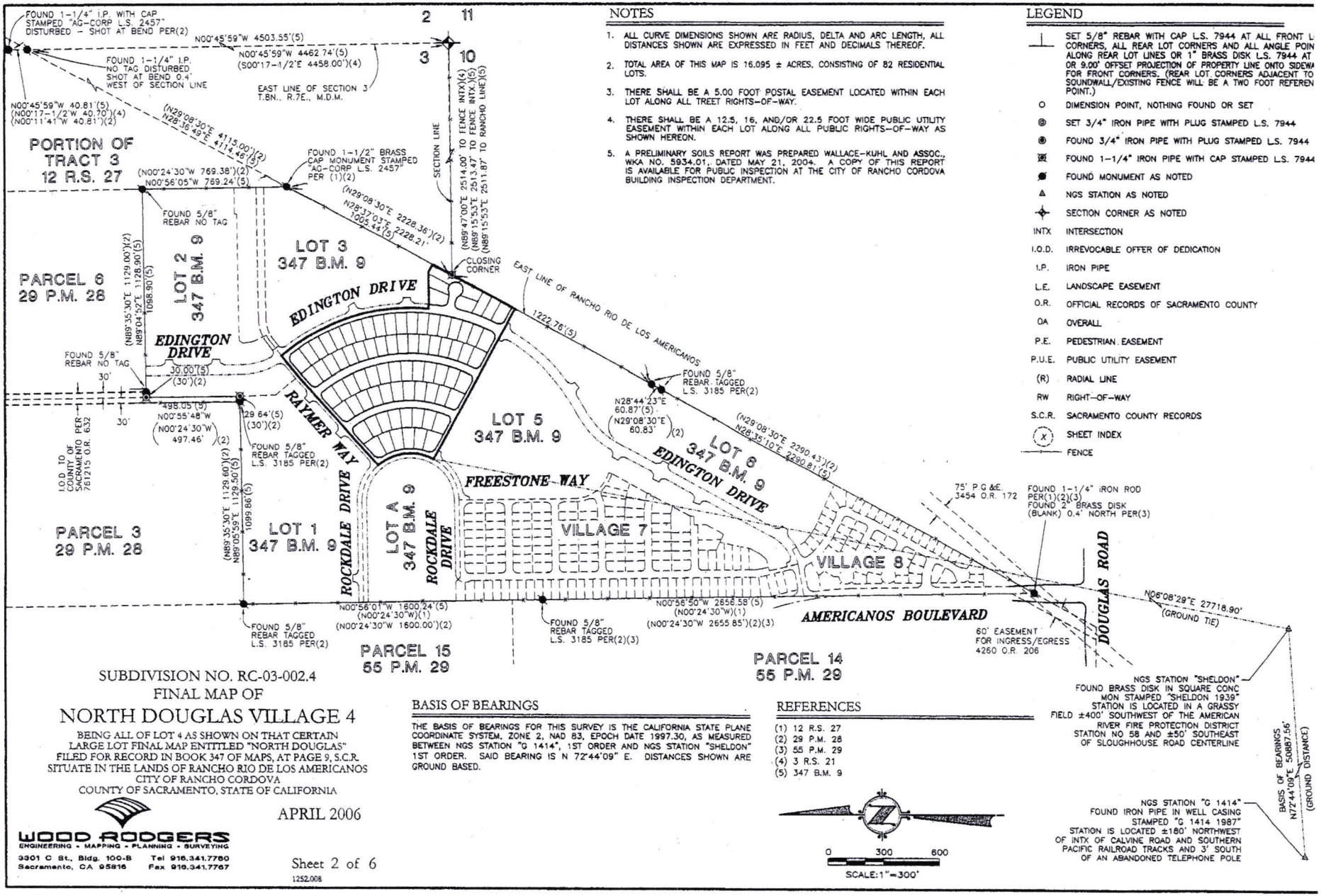
NORTH DOUGLAS VILLAGE 4

BEING ALL OF LOT 4 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

1252.006



NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 16.095 ± ACRES, CONSISTING OF 82 RESIDENTIAL LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL TREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 5934.01, DATED MAY 21, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

LEGEND

⊥	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT L CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POIN ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT OR 9.00' OFFSET PROJECTION OF PROPERTY LINE ONTO SIDEWA FOR FRONT CORNERS. (REAR LOT CORNERS ADJACENT TO SOUNDWALL/EXISTING FENCE WILL BE A TWO FOOT REFEREN POINT.)
O	DIMENSION POINT, NOTHING FOUND OR SET
⊙	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
●	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
⊠	FOUND 1-1/4" IRON PIPE WITH CAP STAMPED L.S. 7944
◉	FOUND MONUMENT AS NOTED
△	NGS STATION AS NOTED
✣	SECTION CORNER AS NOTED
INTX	INTERSECTION
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
L.E.	LANDSCAPE EASEMENT
O.R.	OFFICIAL RECORDS OF SACRAMENTO COUNTY
OA	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
RW	RIGHT-OF-WAY
S.C.R.	SACRAMENTO COUNTY RECORDS
(X)	SHEET INDEX
———	FENCE

SUBDIVISION NO. RC-03-002.4

FINAL MAP OF

NORTH DOUGLAS VILLAGE 4

BEING ALL OF LOT 4 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

BASIS OF BEARINGS

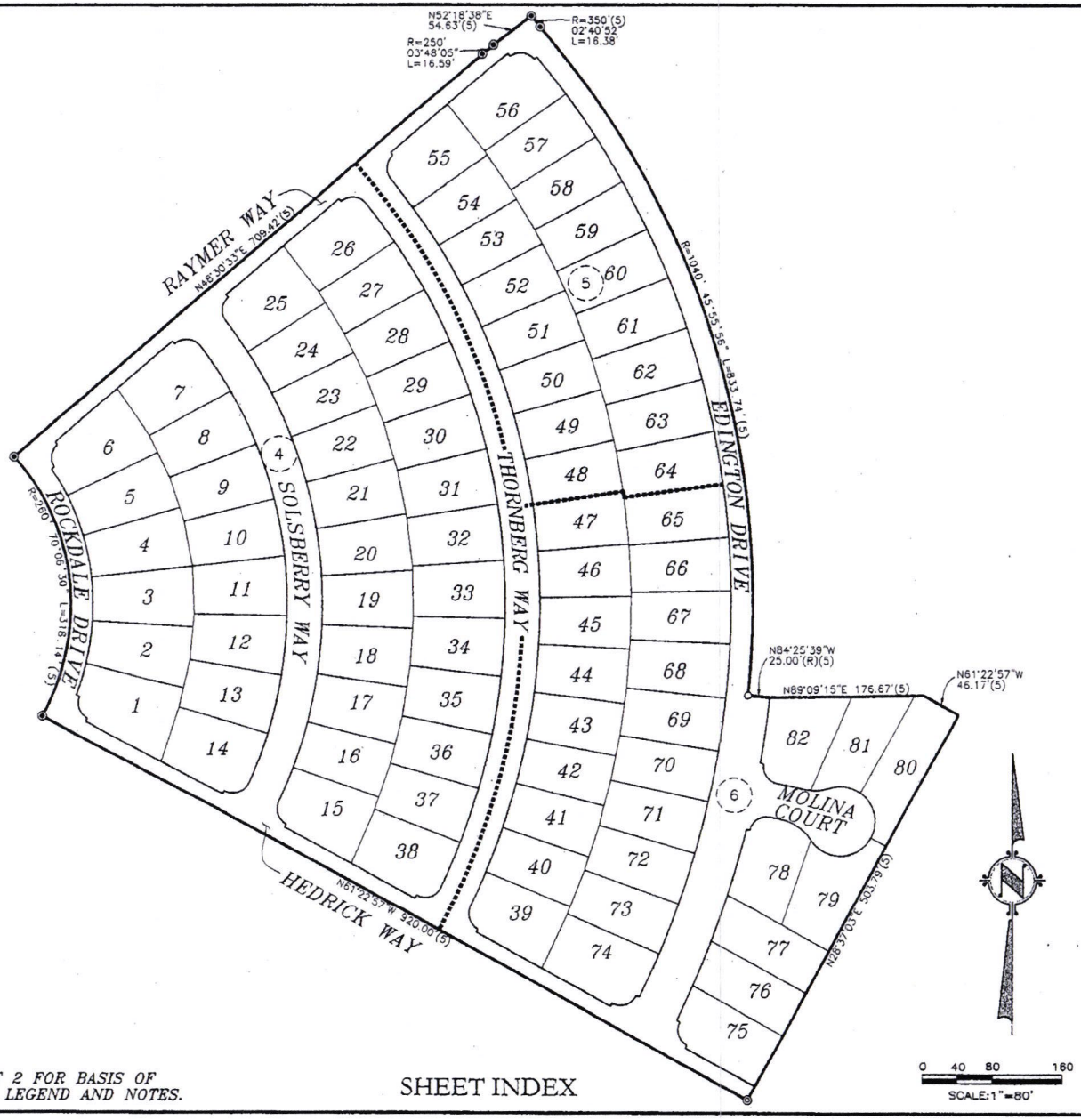
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "G 1414", 1ST ORDER AND NGS STATION "SHELDON" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 12 R.S. 27
(2) 29 P.M. 28
(3) 55 P.M. 29
(4) 3 R.S. 21
(5) 347 B.M. 9

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

1252.008



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SHEET INDEX

SUBDIVISION NO. RC-03-002.4

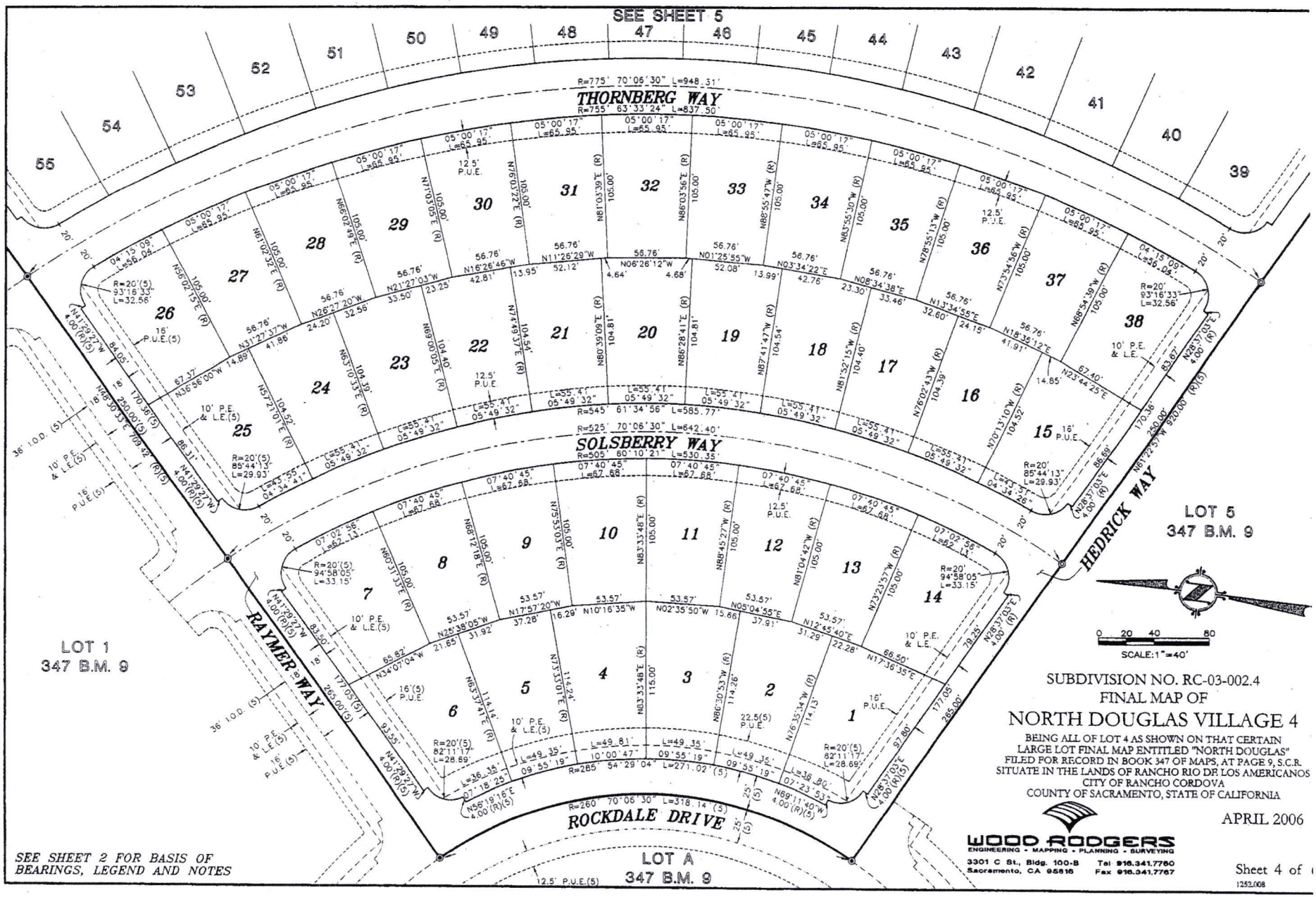
FINAL MAP OF

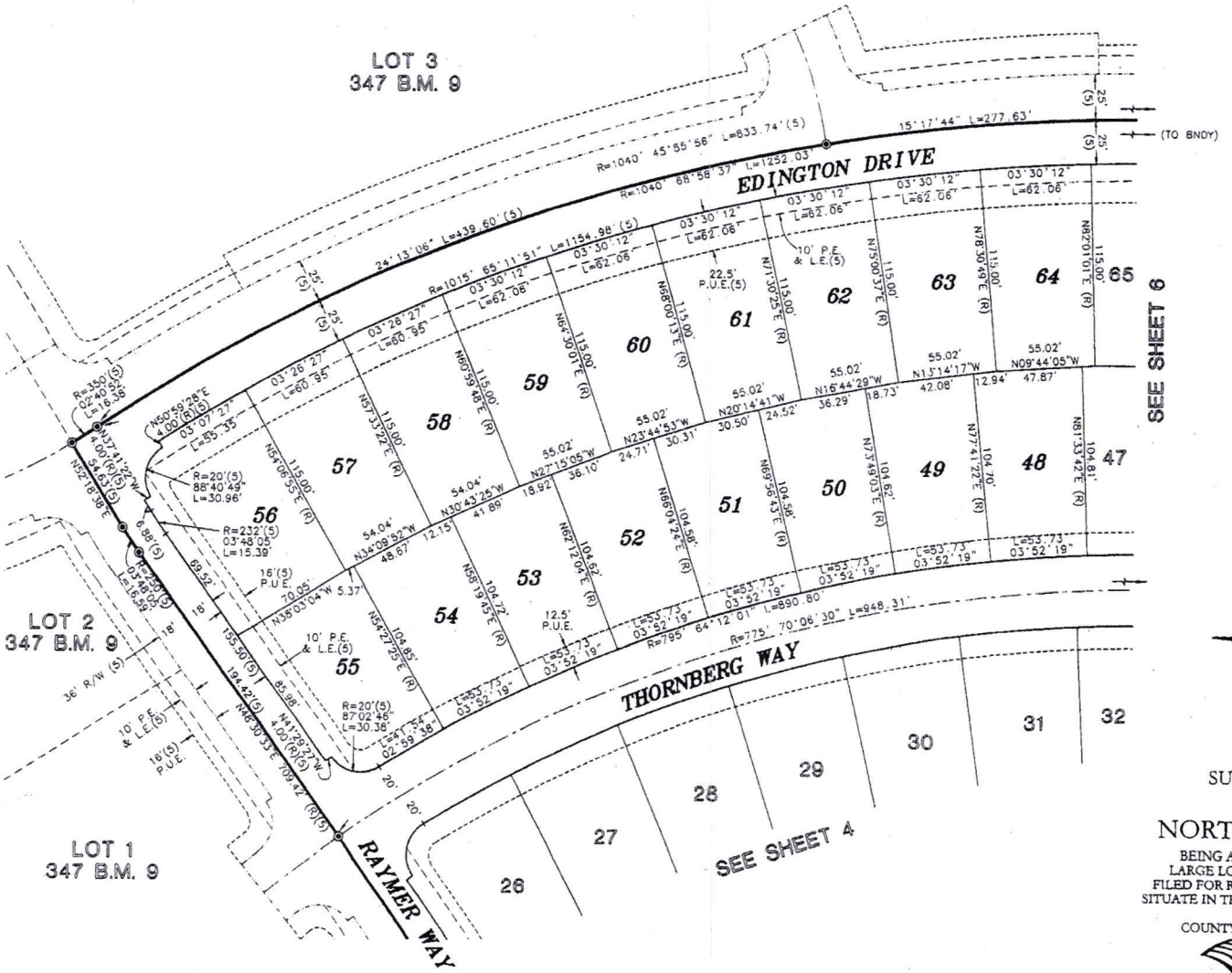
NORTH DOUGLAS VILLAGE 4

BEING ALL OF LOT 4 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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


SEE SHEET 5
THORNBERG WAY
SOLSBERRY WAY
HEDRICK WAY
RAYMER WAY
ROCKDALE DRIVE
LOT 1
347 B.M. 9
LOT 5
347 B.M. 9
LOT A
347 B.M. 9
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES
SCALE:1"=40'
SUBDIVISION NO. RC-03-002.4
FINAL MAP OF
NORTH DOUGLAS VILLAGE 4
BEING ALL OF LOT 4 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
APRIL 2006
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767
Sheet 4 of
1252.008



SCALE: 1" = 40'

SUBDIVISION NO. RC-03-002.4

FINAL MAP OF

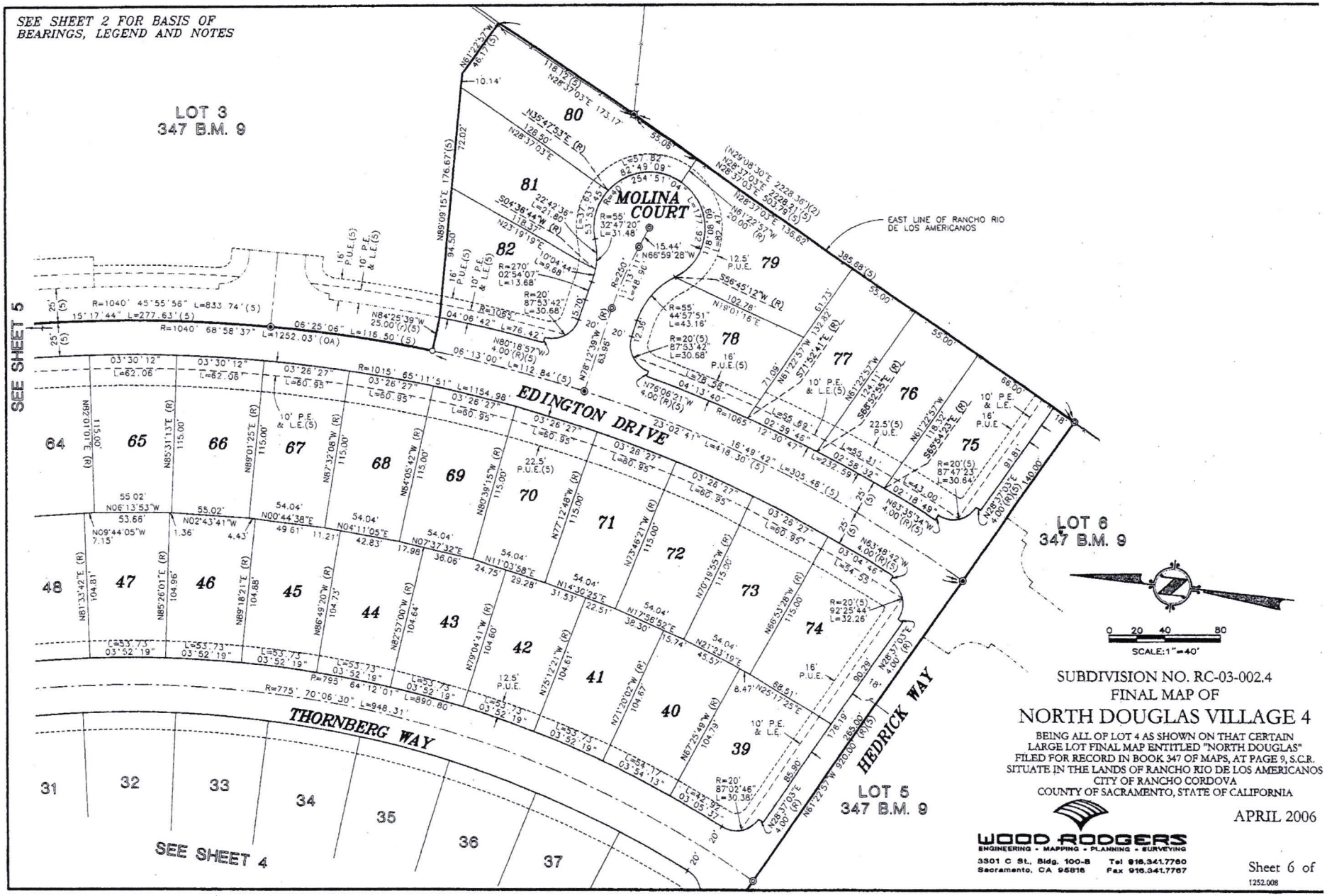
NORTH DOUGLAS VILLAGE 4

BEING ALL OF LOT 4 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

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



SUBDIVISION NO. RC-03-002.4
FINAL MAP OF

NORTH DOUGLAS VILLAGE 4

BEING ALL OF LOT 4 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 40-2006 APPROVING SUBDIVISION NO. RC-03-002.5 FINAL MAP OF NORTH DOUGLAS VILLAGE 5 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 40-2006 (Attachment 1)** approving the subdivision titled "Final Map North Douglas Village 5", consisting of 77 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 77 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on June 21, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 08821761 with Fidelity and Deposit Company in the amount of $1,123,600.00. Bond No. 08821761 with Fidelity and Deposit Company in the amount of $561,800.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Tax Collector.

AGENDA ITEM # 19

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 40-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 40-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-200.5 FINAL MAP OF NORTH DOUGLAS VILLAGE 5

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **US Home/KB North Douglas LLC** and the subdivision designated as **Subdivision No. RC-03-002.5 of North Douglas Village 5** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT Con 29-2006

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **US Home/KB North Douglas LLC** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **North Douglas, Village No. 5**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee Program**. Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and

agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by

City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$1,123,600.00 (One Million, One Hundred Twenty-Three Thousand, Six Hundred & No/100).** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and

to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. **Execution By Real Party In Interest**. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. **Waiver of Civil Code Section 2819**. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. **City Construction of Improvements**. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. **Interest**. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. **Attorneys' Fees**. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written

agreement executed by the parties hereto.

22. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. Time. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

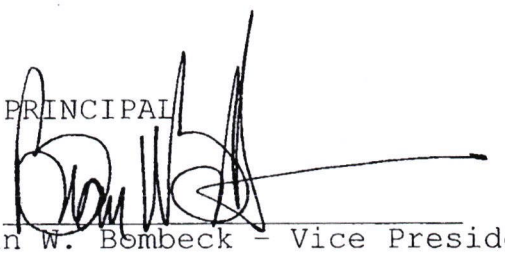
CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL



[Brian W. Bombeck - Vice President]

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On March 27, 2006 (Date) before me, Carmela Carniato, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Brian W. Bombeck (Name(s) of Signer(s)),

■ personally known to me
~~☐ 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.

CARMELA CARNIATO
Commission # 1523273
Notary Public - California
Placer County
My Comm. Expires Oct 30, 2008

WITNESS my hand and official seal.

Carmela Carniato
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

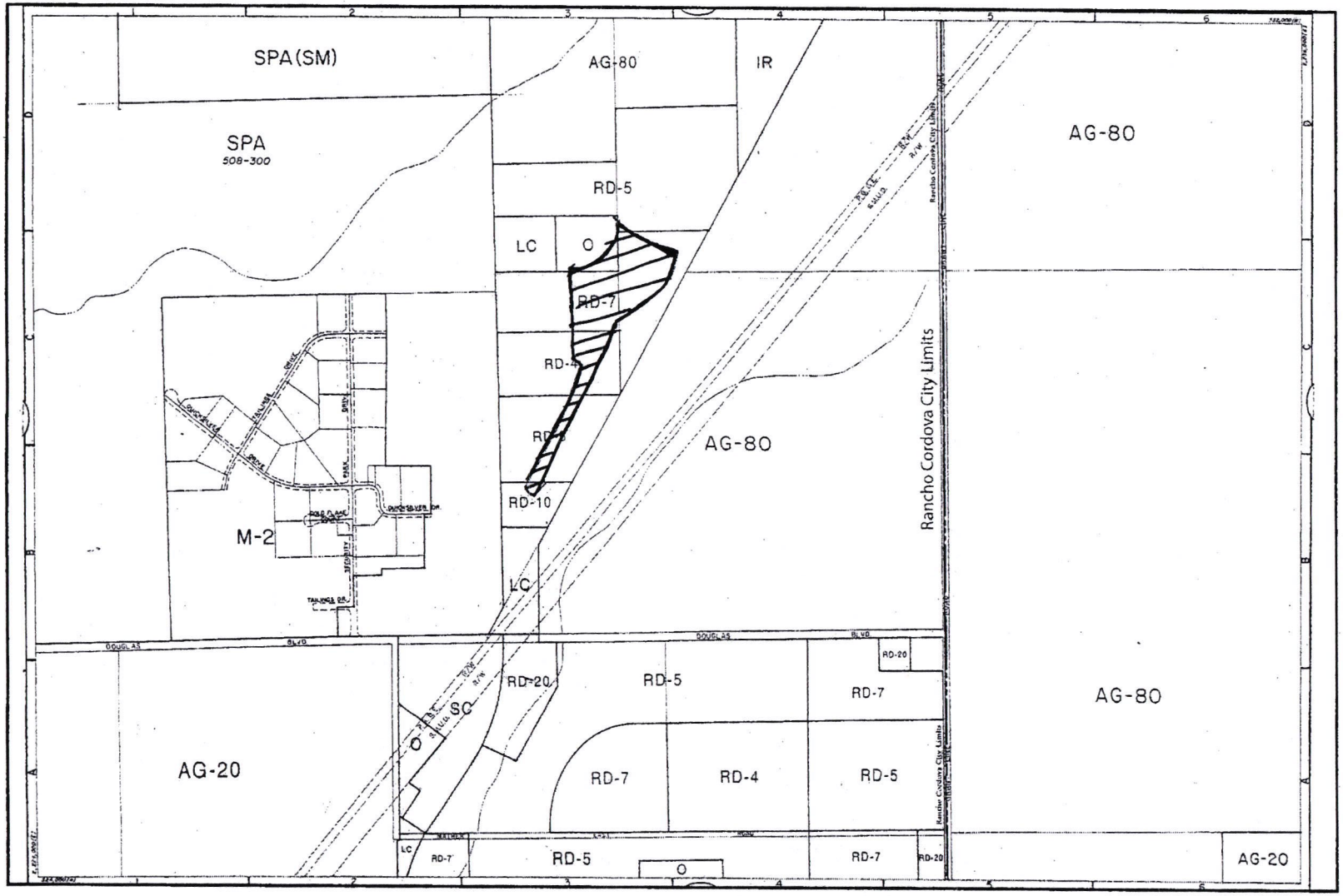
Signer Is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

Attachment 3

RC-03-002.5
NORTH DOUGLAS VILLAGE 5

ZONING MAP



ZONING MAP SHEET 15

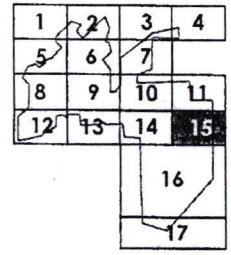
DESIGNATION	DESCRIPTION
AGRICULTURAL	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
RESIDENTIAL	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space Rental Park
COMMERCIAL	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
INDUSTRIAL	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
OTHER	
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 5 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVES AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVES AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC DRIVES AND WAYS AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

D. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT." (P.E.)

US HOME/KB NORTH DOUGLAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR RENAISSANCE, INC.
A CALIFORNIA CORPORATION
MEMBER

BY: _____ DATE: MARCH 23, 2006
BRIAN W. BOMBECK
VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 23 DAY OF MARCH, 2006, BEFORE ME, CARMELA CARMIATO, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, BRIAN W. BOMBECK

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: CARMELA CARMIATO
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 10-30-08
MY COMMISSION NO.: 1523273

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEEDS OF TRUST RECORDED ON FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005-02222030, AND SEPTEMBER 2, 2005 AS INSTRUMENT NO. 2005-09021911 OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: _____
PRINT: NANCY PRALL
TITLE: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 27 DAY OF MARCH, 2006, BEFORE ME, P. REYNOLDS, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, NANCY PRALL

☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: P. REYNOLDS
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 4-20-08
MY COMMISSION NO.: 1482820

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR AMERICANOS DOUGLAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 29, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

_____
CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 21, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 5 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVES AND WAYS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____

_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

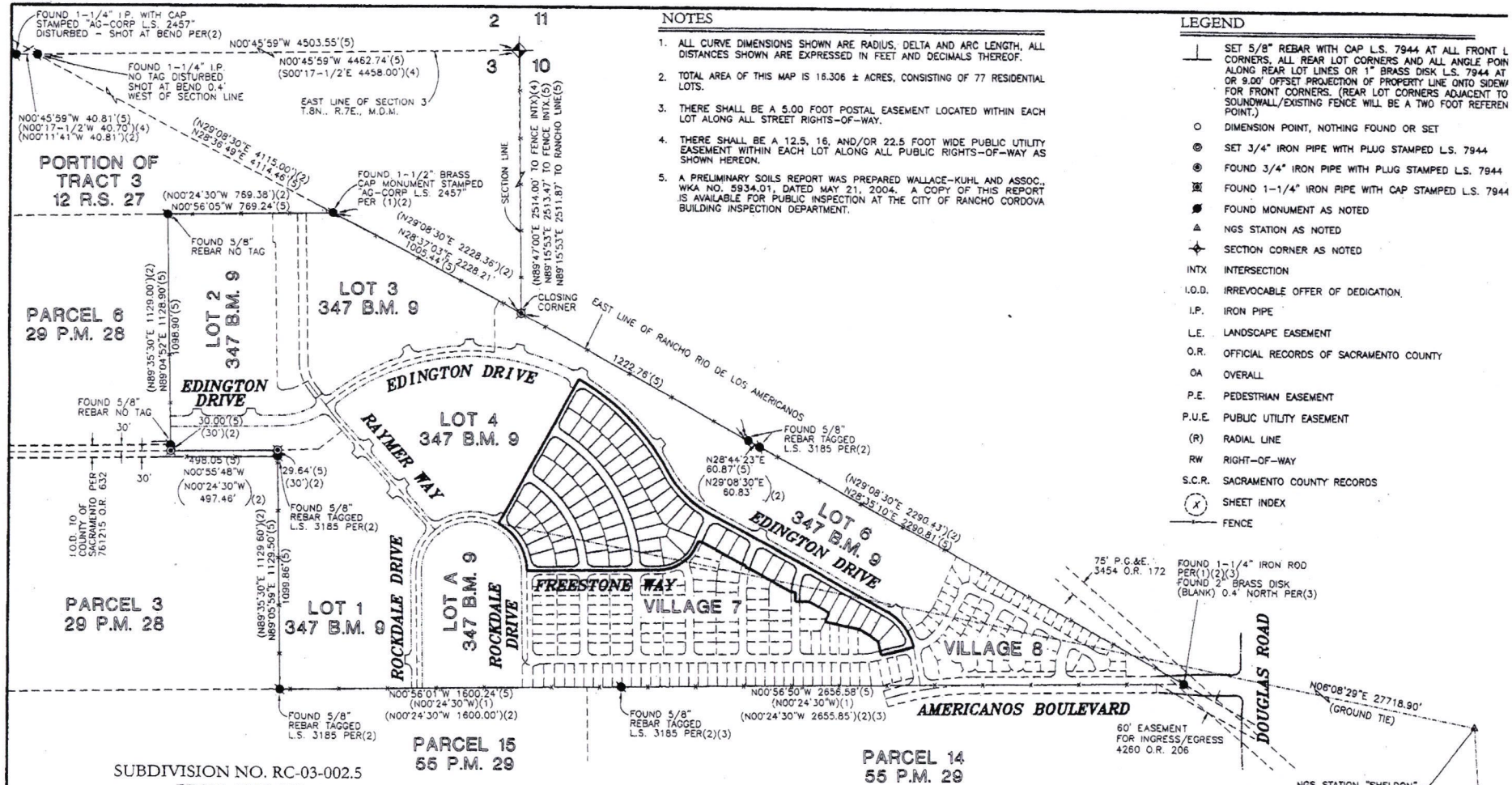
SUBDIVISION NO. RC-03-002.5
FINAL MAP OF
NORTH DOUGLAS VILLAGE 5

BEING ALL OF LOT 5 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

1252.009



NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 16.306 ± ACRES, CONSISTING OF 77 RESIDENTIAL LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 5934.01, DATED MAY 21, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

LEGEND

- SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT L CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POIN ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT OR 9.00' OFFSET PROJECTION OF PROPERTY LINE ONTO SIDEW/ FOR FRONT CORNERS. (REAR LOT CORNERS ADJACENT TO SOUNDWALL/EXISTING FENCE WILL BE A TWO FOOT REFEREN POINT.)
- DIMENSION POINT, NOTHING FOUND OR SET
- SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- FOUND 1-1/4" IRON PIPE WITH CAP STAMPED L.S. 7944
- FOUND MONUMENT AS NOTED
- NGS STATION AS NOTED
- SECTION CORNER AS NOTED
- INTX INTERSECTION
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- I.P. IRON PIPE
- L.E. LANDSCAPE EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- OA OVERALL
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- RW RIGHT-OF-WAY
- S.C.R. SACRAMENTO COUNTY RECORDS
- (X) SHEET INDEX
- FENCE

SUBDIVISION NO. RC-03-002.5

FINAL MAP OF

NORTH DOUGLAS VILLAGE 5

BEING ALL OF LOT 5 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

BASIS OF BEARINGS

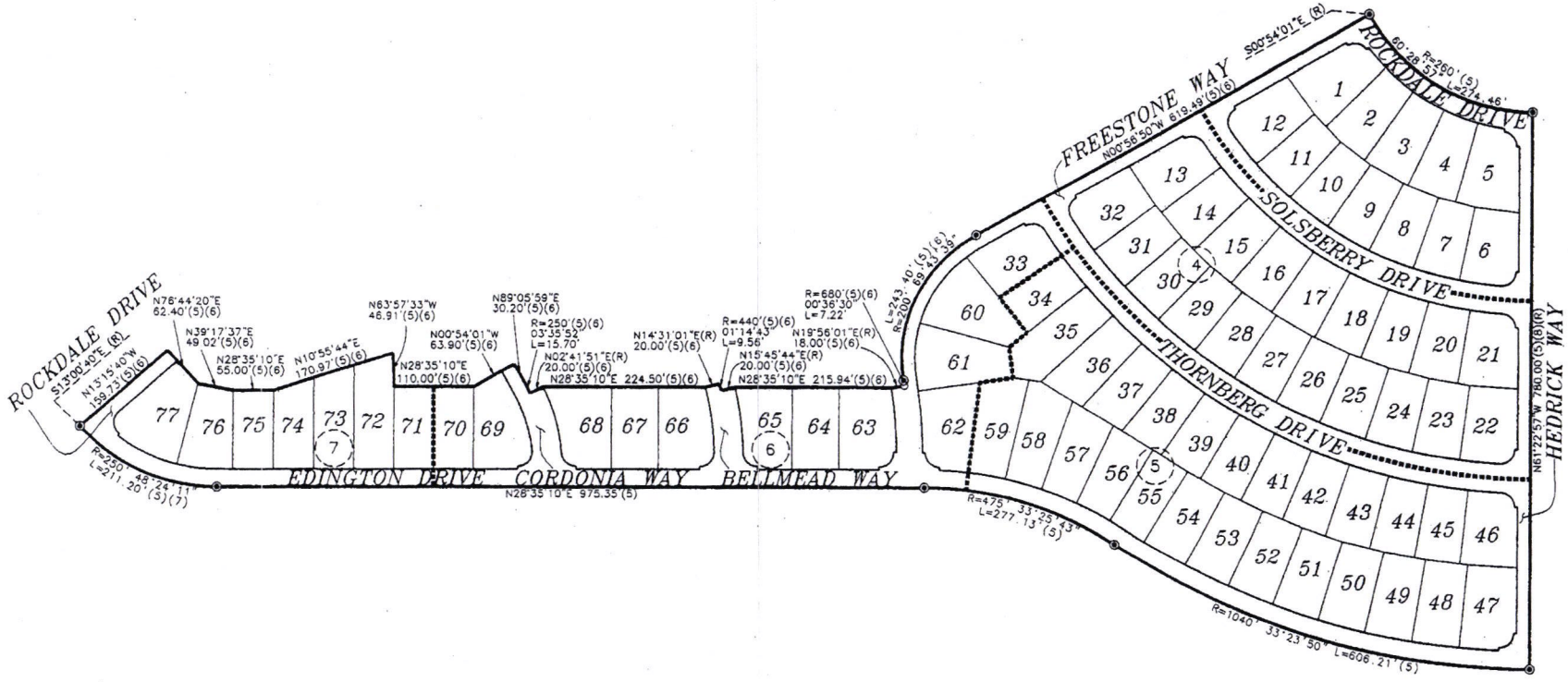
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "G 1414", 1ST ORDER AND NGS STATION "SHELDON" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 12 R.S. 27
(2) 29 P.M. 28
(3) 55 P.M. 29
(4) 3 R.S. 21
(5) 347 B.M. 9
(6) NORTH DOUGLAS VILLAGE 7 FINAL MAP
(7) NORTH DOUGLAS VILLAGE 8 FINAL MAP

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

1252.009



SUBDIVISION NO. RC-03-002.5

FINAL MAP OF

NORTH DOUGLAS VILLAGE 5

BEING ALL OF LOT 5 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

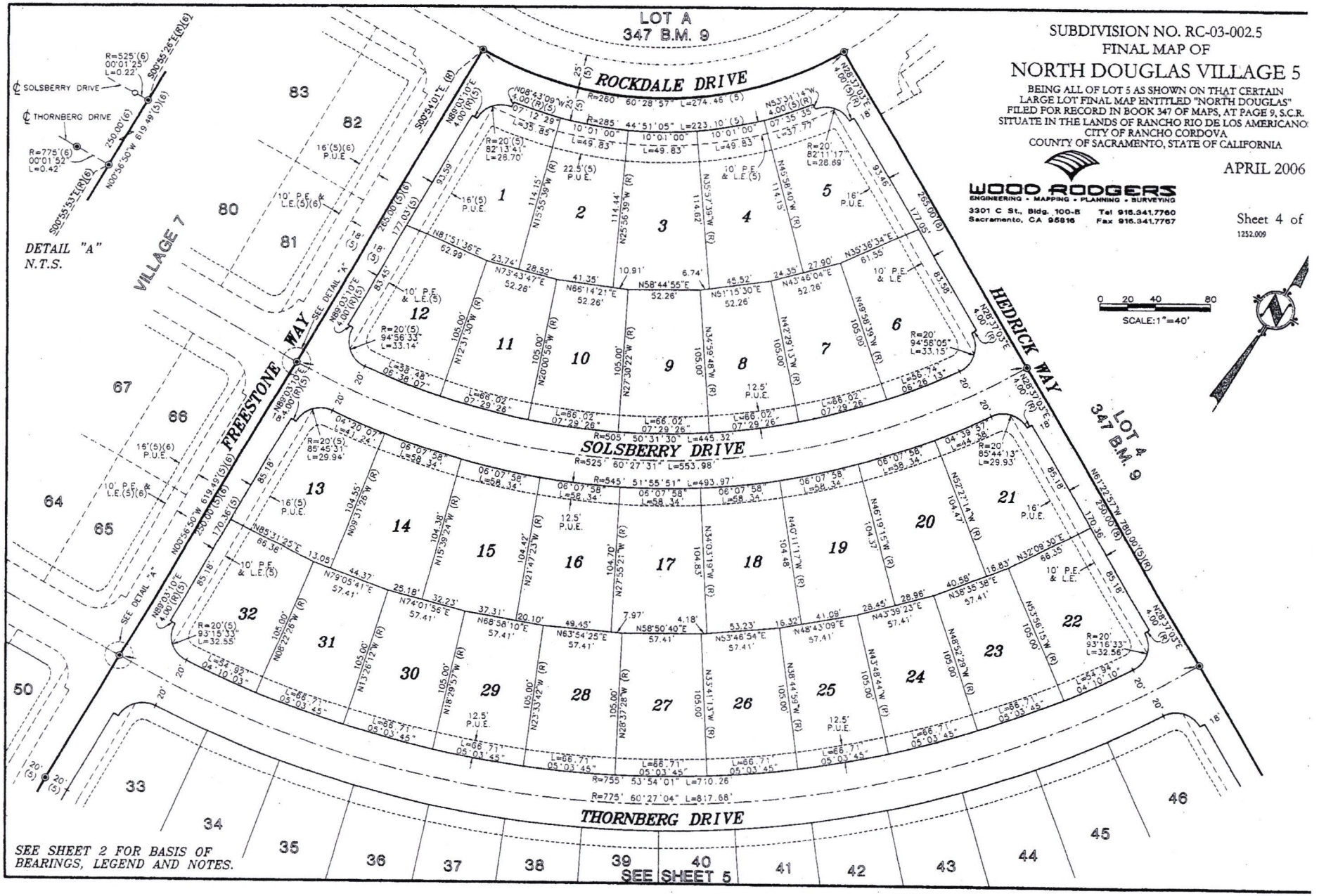
APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SHEET INDEX

0 50 100 200
SCALE:1"=100'

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



SUBDIVISION NO. RC-03-002.5

FINAL MAP OF

NORTH DOUGLAS VILLAGE 5

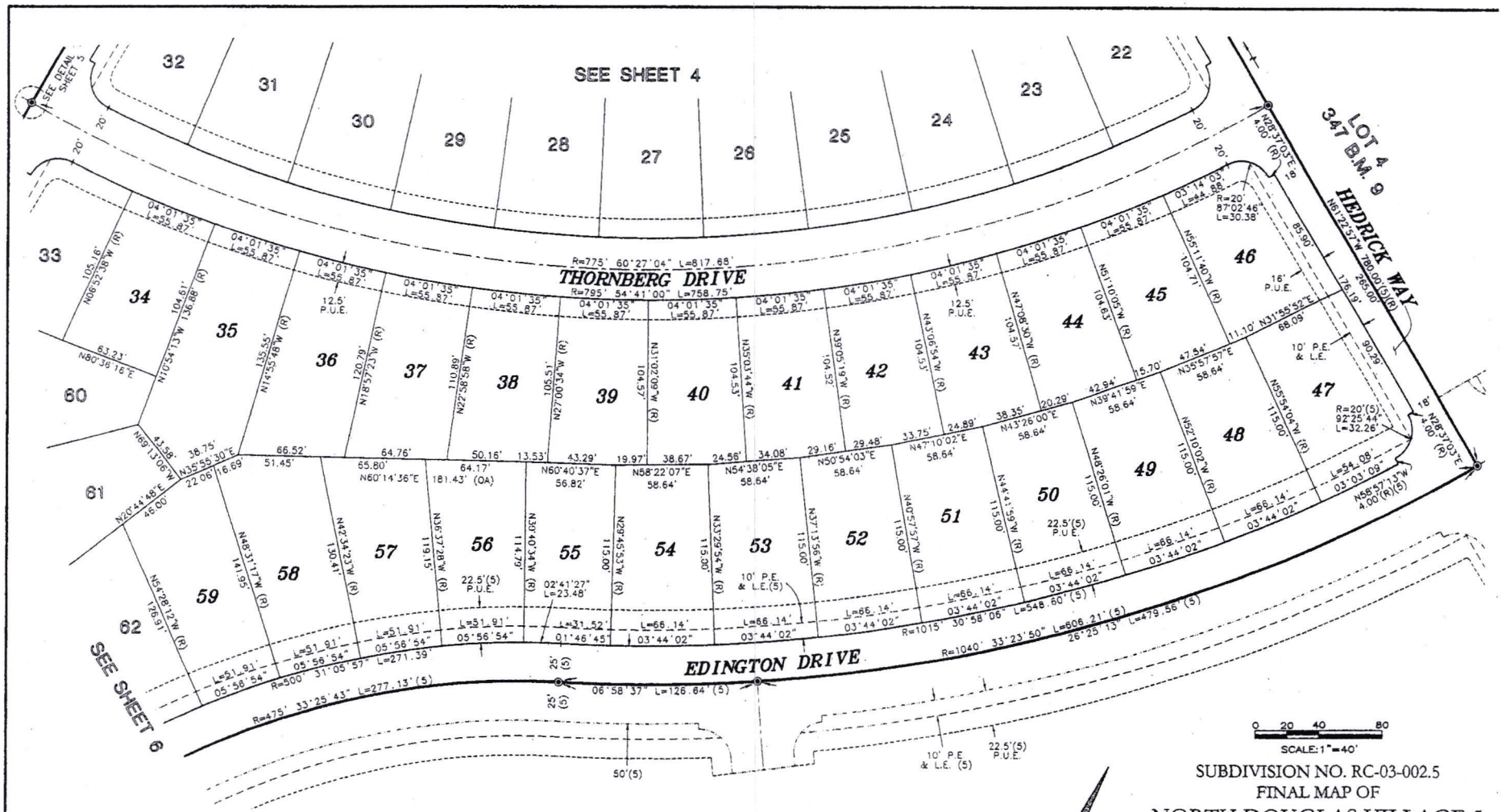
BEING ALL OF LOT 5 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

Sheet 4 of

1252.009



SUBDIVISION NO. RC-03-002.5

FINAL MAP OF

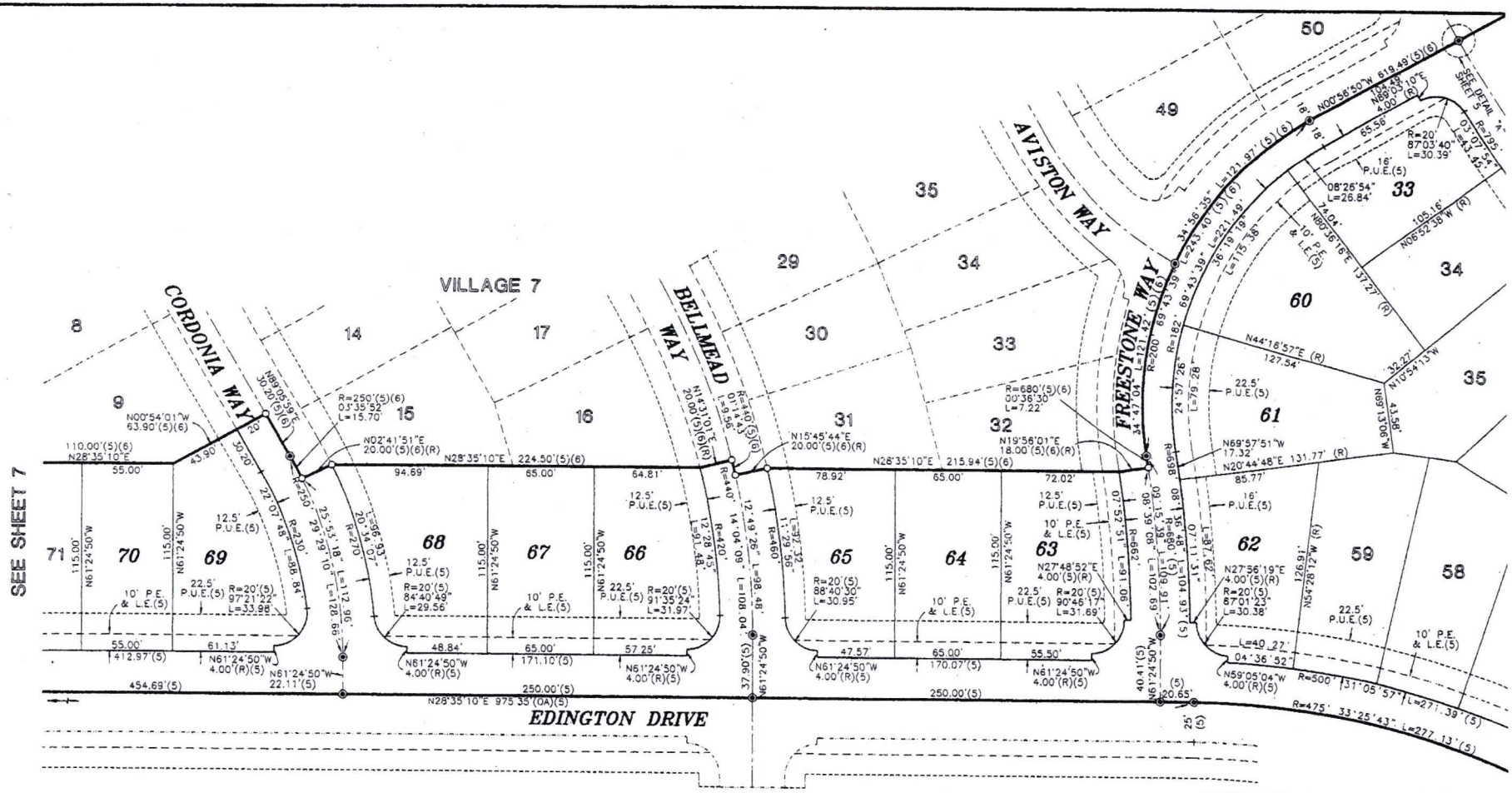
NORTH DOUGLAS VILLAGE 5

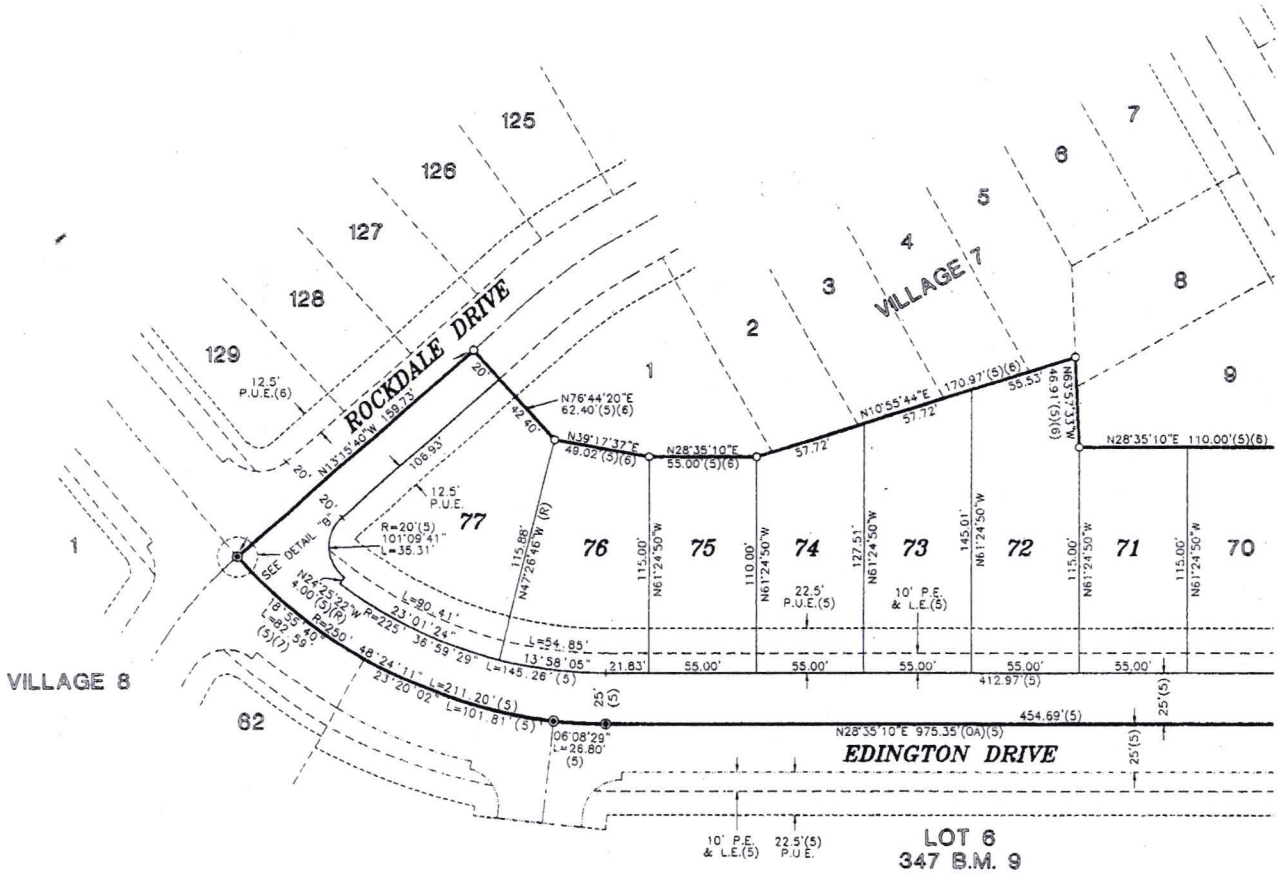
BEING ALL OF LOT 5 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

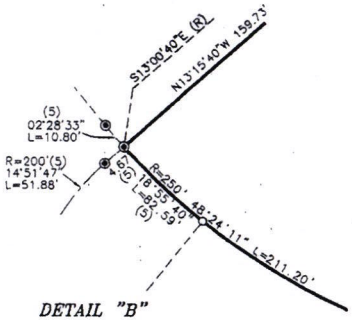
APRIL 2006

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

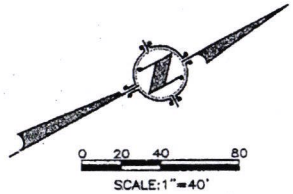
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.


VILLAGE 7
CORDONIA WAY
BELLMEAD WAY
AVISTON WAY
FREESTONE WAY
EDINGTON DRIVE
SEE SHEET 7
SEE DETAIL "A" SHEET 5
71
70
69
68
67
66
65
64
63
62
61
60
59
58
33
N00°54'01"W 63.90'(5)(6)
110.00'(5)(6) N28°35'10"E 55.00'
N28°35'10"E 224.50'(5)(6)
94.69'
65.00'
64.81'
N28°35'10"E 215.94'(5)(6)
78.92'
65.00'
72.02'
N00°56'50"W 619.49'(5)(6)
N89°03'10"E 4.00'(R)
N69°57'51"W 17.32'
N20°44'48"E 131.77' (R)
85.77'
454.69'(5)
250.00'(5)
N28°35'10"E 975.35'(OA)(5)
250.00'(5)
R=250'(5)(6) 03°35'52" L=15.70'
R=440' 14°04'09" L=108.04'
R=460'
R=420' 12°49'26" L=98.48'
R=680'(5)(6) 00°36'30" L=7.22'
R=200' 69°43'39" L=121.45'(5)(6)
R=182' 69°43'39" L=221.49'
R=715.38' 34°56'35" L=243.40'(5)(6)
R=20' 87°03'40" L=30.39'
08°26'54" L=26.84'
R=20' 90°46'17" L=31.69'
R=20' 88°40'30" L=30.95'
R=20'(5) 91°35'24" L=31.97'
R=20'(5) 84°40'49" L=29.56'
R=20'(5) 97°21'22" L=33.98'
R=230' 22°07'43" L=88.84'
R=270' 20°34'07" L=96.93'
R=420' 12°28'45" L=91.42'
R=660' 07°52'11" L=91.98'
R=660' 08°15'39" L=91.80'
R=660' 08°15'39" L=91.80'
R=660' 07°11'15" L=82.93'
R=500' 31°05'57" L=271.39'(5)
R=475' 33°25'43" L=277.13'(5)
R=20'(5) 87°01'23" L=30.38'
R=20' 87°03'40" L=30.39'
R=195' 03°01'54" L=10.29'
L=40.27'
04°36'52"
20.65'(5)
40.41'(5)
37.90'(5)
105.16' N06°52'38"W (R)
137.27' N80°36'16"E (R)
127.54' N44°16'57"E (R)
32.27' N10°54'13"W
43.58' N89°13'06"W
126.91' N54°28'12"W (R)
N27°56'19"E 4.00'(5)(R)
N27°48'52"E 4.00'(5)(R)
N61°24'50"W 4.00'(R)(5)
N59°05'04"W 4.00'(R)(5)
N61°24'50"W 22.11'(5)
N61°24'50"W 20.65'(5)
N61°24'50"W 40.41'(5)
N61°24'50"W 37.90'(5)
N61°24'50"W 412.97'(5)
N61°24'50"W 61.13'
N61°24'50"W 48.84'
N61°24'50"W 65.00'
N61°24'50"W 57.25'
N61°24'50"W 47.57'
N61°24'50"W 65.00'
N61°24'50"W 55.50'
N61°24'50"W 170.07'(5)
N61°24'50"W 171.10'(5)
55.00'
115.00'
12.5' P.U.E.(5)
22.5' P.U.E.(5)
10' P.E. & L.E.(5)
16' P.U.E.(5)
18'
20'
43.90'
50.20'
25°53'18" L=128.66'
189°05'39"E 30.20'(5)(6)
N02°41'51"E 20.00'(5)(6)(R)
N14°31'10"E 20.00'(5)(6)(R)
N15°45'44"E 20.00'(5)(6)(R)
N19°56'01"E 18.00'(5)(6)(R)
R=140'(5)(6) 01°14'43" L=9.56'
R=250' 29°29'10" L=128.66'
R=230' 22°07'43" L=88.84'
R=270' 20°34'07" L=96.93'
R=420' 12°28'45" L=91.42'
R=440' 14°04'09" L=108.04'
R=460' 11°29'56" L=92.32





DETAIL "B"
N.T.S.



SUBDIVISION NO. RC-03-002.5
FINAL MAP OF

NORTH DOUGLAS VILLAGE 5

BEING ALL OF LOT 5 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 41-2006 APPROVING SUBDIVISION NO. RC-03-002.6 FINAL MAP OF NORTH DOUGLAS VILLAGE 6 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 41-2006 (Attachment 1)** approving the subdivision titled "Final Map North Douglas Village 6", consisting of 75 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 75 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on June 21, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 08821763 with Fidelity and Deposit Company in the amount of $360,900.00. Bond No. 08821763 with Fidelity and Deposit Company in the amount of $180,450.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Tax Collector.

AGENDA ITEM # 20

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 41-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 41-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-200.6 FINAL MAP OF NORTH DOUGLAS VILLAGE 6

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **US Home/KB North Douglas LLC** and the subdivision designated as **Subdivision No. RC-03-002.6 of North Douglas Village 6** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT Con 30-2006

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **US Home/KB North Douglas LLC** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **North Douglas, Village No. 6**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee Program**. Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and

agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by

City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$360,900.00 (Three Hundred Sixty Thousand, Nine Hundred & No/100).** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons

renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written

agreement executed by the parties hereto.

22. **Entire Agreement**. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

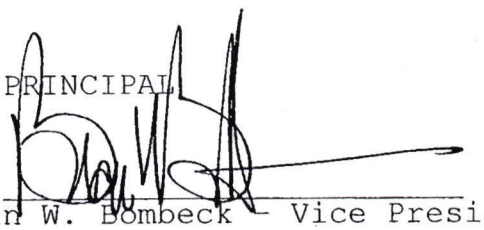
CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL



[Brian W. Bombeck – Vice President]

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On March 27, 2006 (Date) before me, Carmela Carniato, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Brian W. Bombeck (Name(s) of Signer(s))

■ personally known to me
~~☐ 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.

CARMELA CARNIATO
Commission # 1523273
Notary Public - California
Placer County
My Comm. Expires Oct 30, 2008

WITNESS my hand and official seal.

Carmela Carniato
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

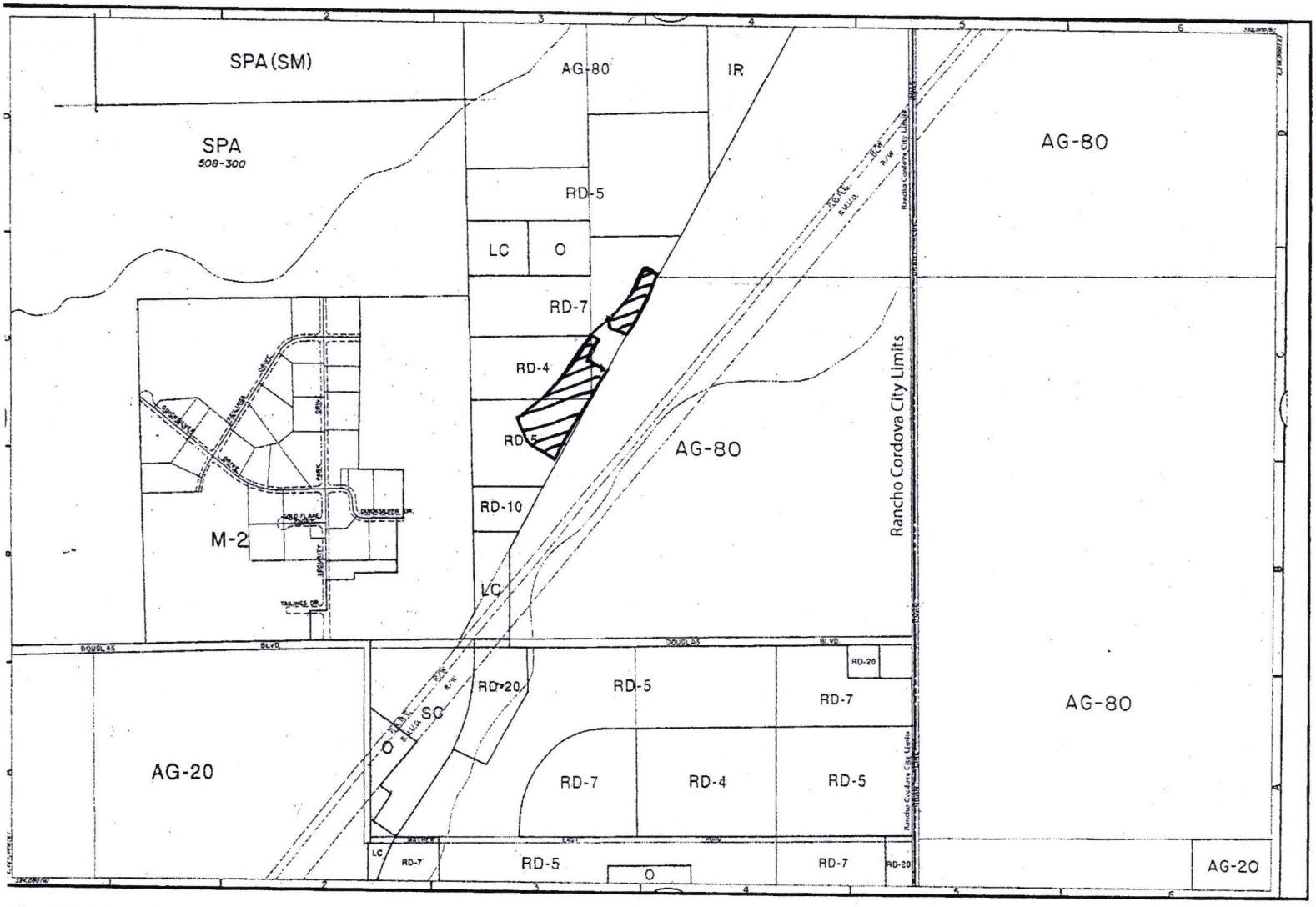
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RC-03-002.6
NORTH DOUGLAS VILLAGE 6

ZONING MAP



ONING MAP SHEET 15

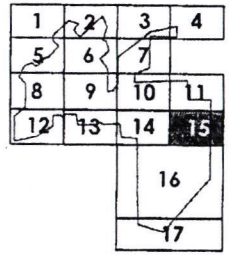
ZONING DESIGNATION	ZONING DESCRIPTION
Agricultural	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
Residential	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RMP	Space Rental Park
Commercial	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
Industrial	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
Other	
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 3

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 6 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVE, COURT AND WAY SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVE, COURT AND WAY SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC DRIVE, COURT AND WAY AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

D. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT." (P.E.)

US HOME/KB NORTH DOUGLAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR RENAISSANCE, INC.
A CALIFORNIA CORPORATION
MEMBER

BY: _____ DATE: MARCH 23, 2006
BRIAN W. BOMBECK
VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF Placer } SS

ON THE 23 DAY OF March, 2006, BEFORE ME, Casmela Cardiato A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Brian W. Bombeck

☒ PERSONALLY KNOWN TO ME OR
☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: Casmela Cardiato
COUNTY OF: Placer
MY COMMISSION EXPIRES: 10-30-08
MY COMMISSION NO.: 1523273

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEEDS OF TRUST RECORDED ON FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005-02222030, AND SEPTEMBER 2, 2005 AS INSTRUMENT NO. 2005-09021911 OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: Nancy Prall
PRINT: Nancy Prall
TITLE: Vice President

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF Placer } SS

ON THE 27 DAY OF MARCH, 2006, BEFORE ME, P. Reynolds A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Nancy Prall

☒ PERSONALLY KNOWN TO ME OR
☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: P. Reynolds
COUNTY OF: PLACER
MY COMMISSION EXPIRES: 4-20-08
MY COMMISSION NO.: 1482820

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR AMERICANOS DOUGLAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 29, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

_____
CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 21, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 6 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVE, COURT AND WAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____

_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-002.6

FINAL MAP OF

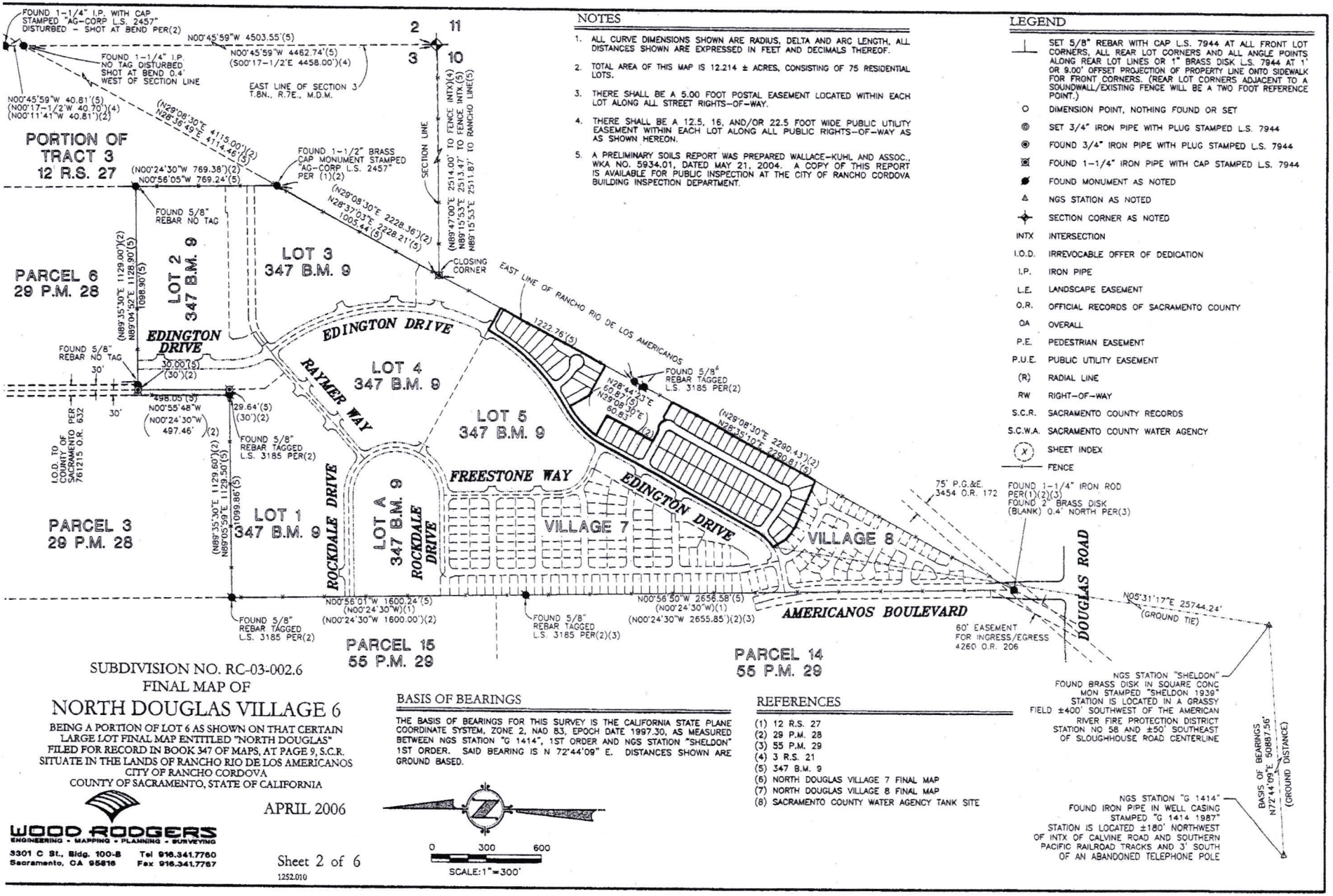
NORTH DOUGLAS VILLAGE 6

BEING A PORTION OF LOT 6 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

Attachment 4



NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 12.214 ± ACRES, CONSISTING OF 75 RESIDENTIAL LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AS AS SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 5934.01, DATED MAY 21, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

LEGEND

⊥	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1' OR 9.00' OFFSET PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS. (REAR LOT CORNERS ADJACENT TO A SOUNDWALL/EXISTING FENCE WILL BE A TWO FOOT REFERENCE POINT.)
O	DIMENSION POINT, NOTHING FOUND OR SET
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
⊠	FOUND 1-1/4" IRON PIPE WITH CAP STAMPED L.S. 7944
◙	FOUND MONUMENT AS NOTED
△	NGS STATION AS NOTED
✦	SECTION CORNER AS NOTED
INTX	INTERSECTION
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
I.P.	IRON PIPE
L.E.	LANDSCAPE EASEMENT
O.R.	OFFICIAL RECORDS OF SACRAMENTO COUNTY
OA	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
RW	RIGHT-OF-WAY
S.C.R.	SACRAMENTO COUNTY RECORDS
S.C.W.A.	SACRAMENTO COUNTY WATER AGENCY
(X)	SHEET INDEX
	FENCE

SUBDIVISION NO. RC-03-002.6

FINAL MAP OF

NORTH DOUGLAS VILLAGE 6

BEING A PORTION OF LOT 6 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

BASIS OF BEARINGS

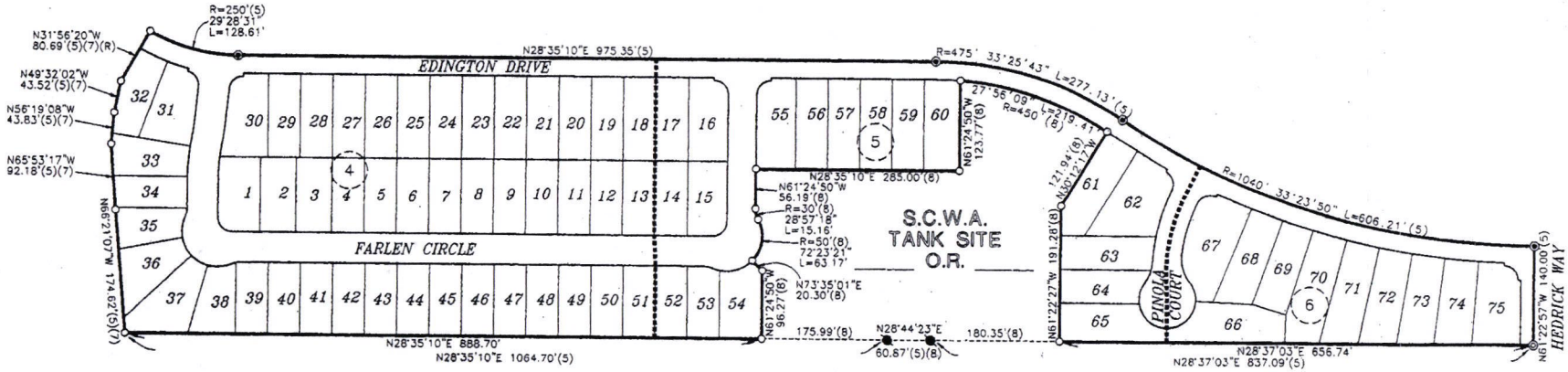
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "G 1414", 1ST ORDER AND NGS STATION "SHELDON" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 12 R.S. 27
(2) 29 P.M. 28
(3) 55 P.M. 29
(4) 3 R.S. 21
(5) 347 B.M. 9
(6) NORTH DOUGLAS VILLAGE 7 FINAL MAP
(7) NORTH DOUGLAS VILLAGE 8 FINAL MAP
(8) SACRAMENTO COUNTY WATER AGENCY TANK SITE

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

1252.010



SUBDIVISION NO. RC-03-002.6

FINAL MAP OF

NORTH DOUGLAS VILLAGE 6

BEING A PORTION OF LOT 6 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

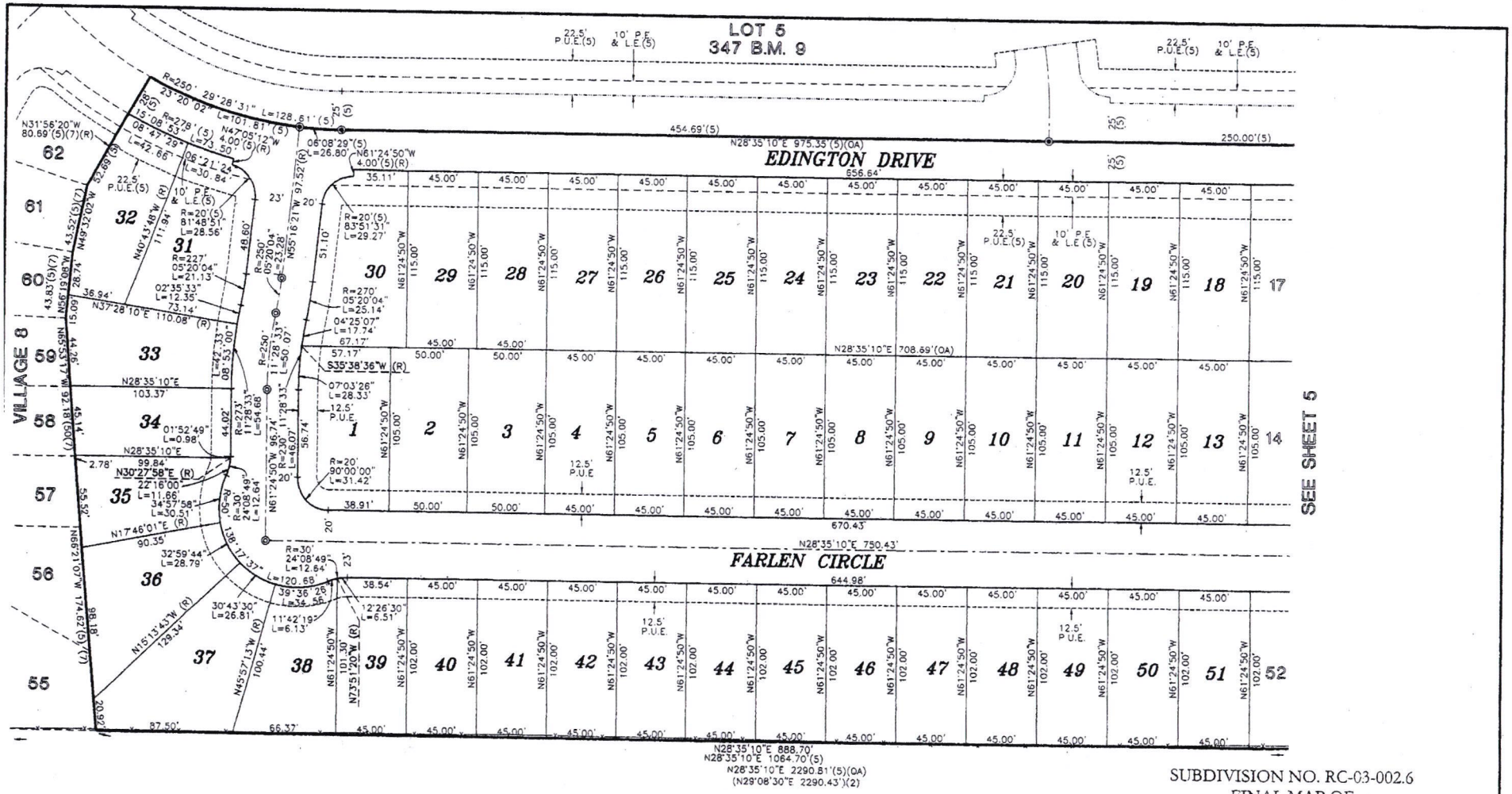
APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SHEET INDEX

0 50 100 200
SCALE:1"=100'

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



SUBDIVISION NO. RC-03-002.6

FINAL MAP OF

NORTH DOUGLAS VILLAGE 6

BEING A PORTION OF LOT 6 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

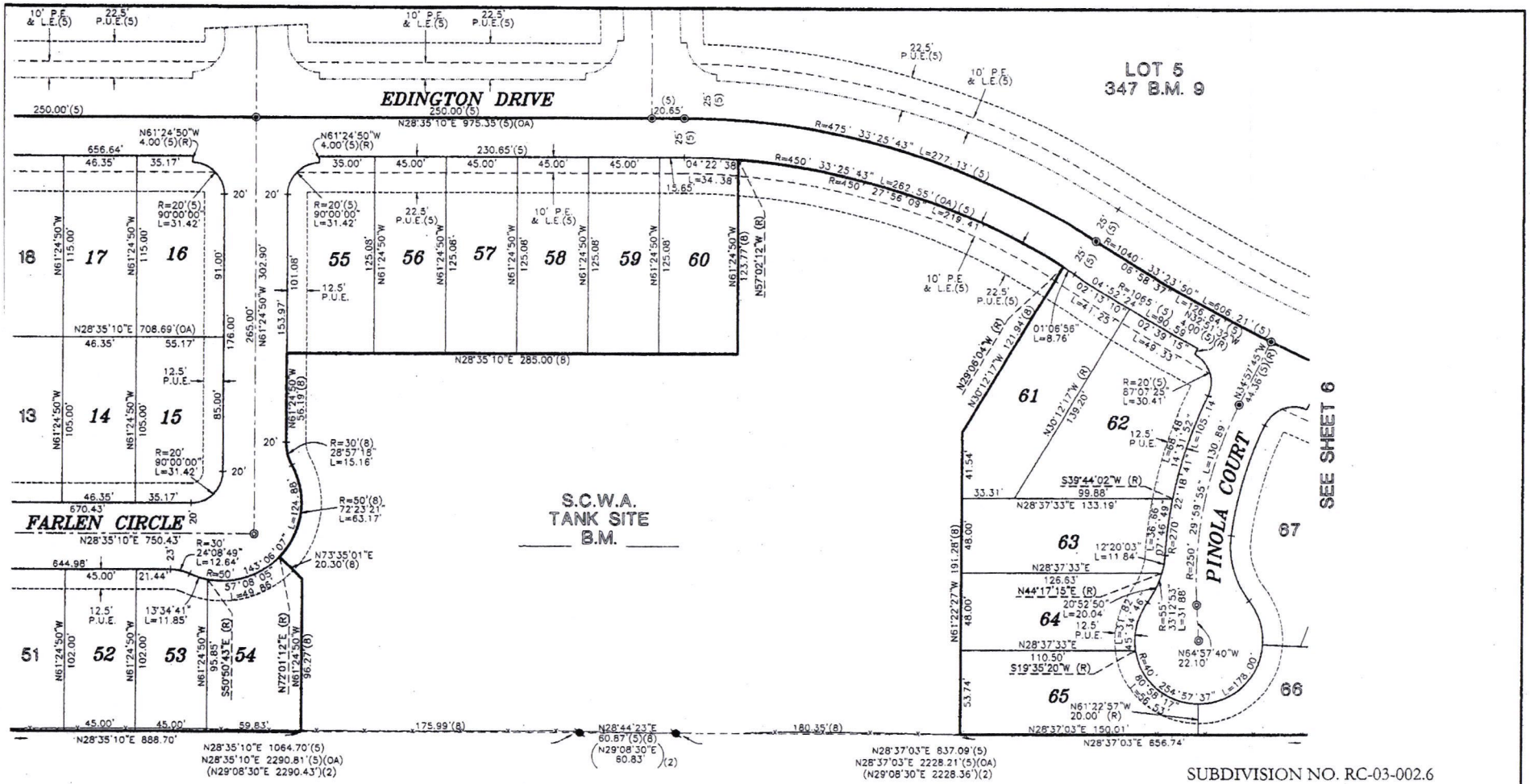
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

0 20 40 80

SCALE:1"=40'

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

1252.010



SUBDIVISION NO. RC-03-002.6

FINAL MAP OF

NORTH DOUGLAS VILLAGE 6

BEING A PORTION OF LOT 6 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

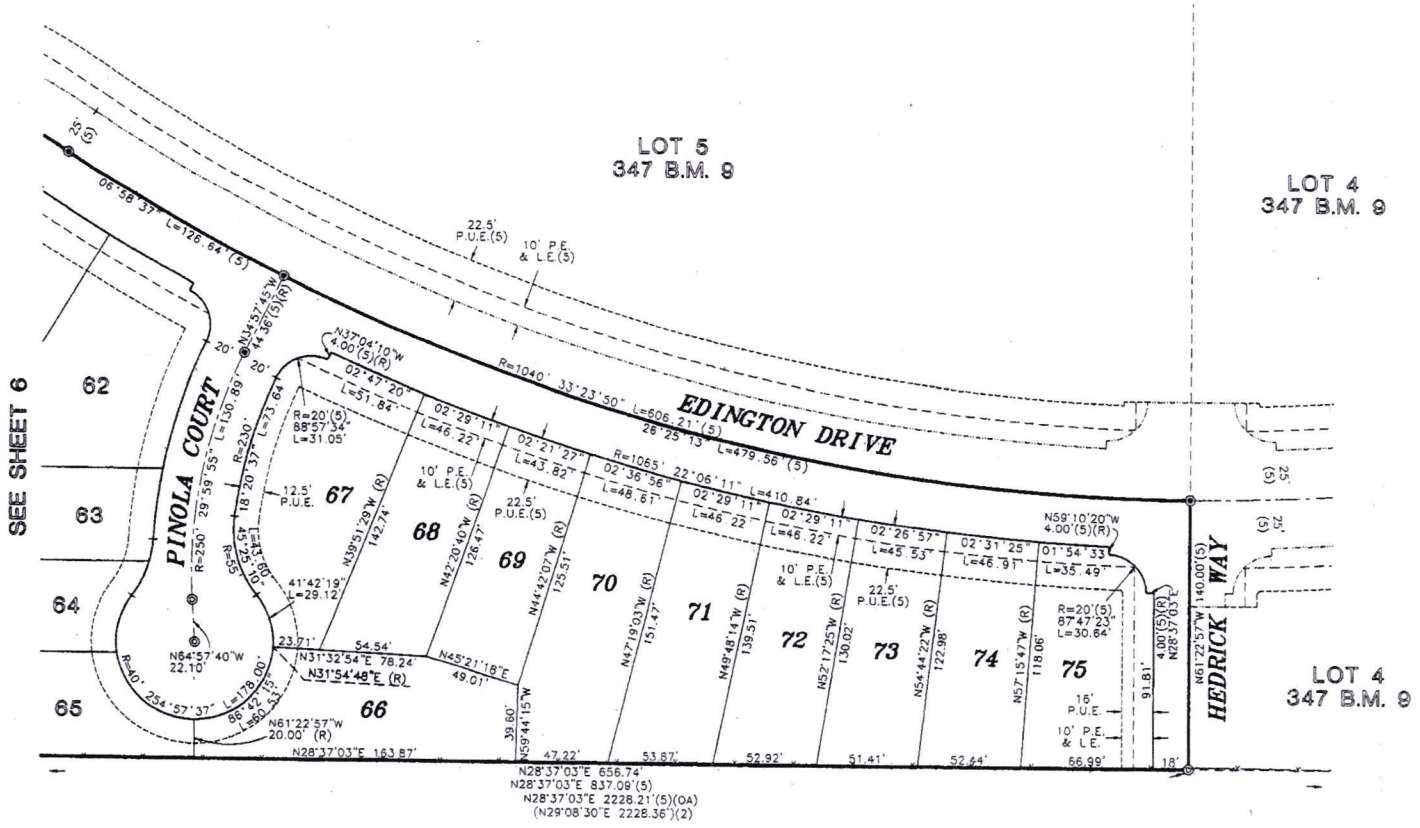
APRIL 2006

SCALE:1"=40'

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

1252.010



SUBDIVISION NO. RC-03-002.6

FINAL MAP OF

NORTH DOUGLAS VILLAGE 6

BEING A PORTION OF LOT 6 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

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

1252.010

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 42-2006 APPROVING SUBDIVISION NO. RC-03-002.7 FINAL MAP OF NORTH DOUGLAS VILLAGE 7 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 42-2006 (Attachment 1)** approving the subdivision titled "Final Map North Douglas Village 7", consisting of 129 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 129 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on June 21, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 08821762 with Fidelity and Deposit Company in the amount of $1,842,600.00. Bond No. 08821762 with Fidelity and Deposit Company in the amount of $921,300.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Tax Collector.

AGENDA ITEM # 21

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 42-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 42-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-200.7 FINAL MAP OF NORTH DOUGLAS VILLAGE 7

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **US Home/KB North Douglas LLC** and the subdivision designated as **Subdivision No. RC-03-002.7 of North Douglas Village 7** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT Con 31-2006

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **US Home/KB North Douglas LLC** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **North Douglas, Village No. 7**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee Program**. Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and

agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by

City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$1,842,600.00 (One Million, Eight Hundred Forty-Two Thousand, Six Hundred and No/100).** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and

to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. **Execution By Real Party In Interest**. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. **Waiver of Civil Code Section 2819**. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. **City Construction of Improvements**. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. **Interest**. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. **Attorneys' Fees**. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written

agreement executed by the parties hereto.

22. **Entire Agreement**. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

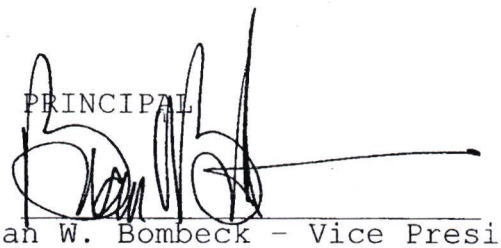
CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL



[Brian W. Bombeck - Vice President]

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On MARCH 27 2006 (Date) before me, Carmela Carniato, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Brian W. Bombeck (Name(s) of Signer(s))

■ personally known to me
~~☐ 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.

CARMELA CARNIATO
Commission # 1523273
Notary Public - California
Placer County
My Comm. Expires Oct 30, 2008

WITNESS my hand and official seal.

Carmela Carniato
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

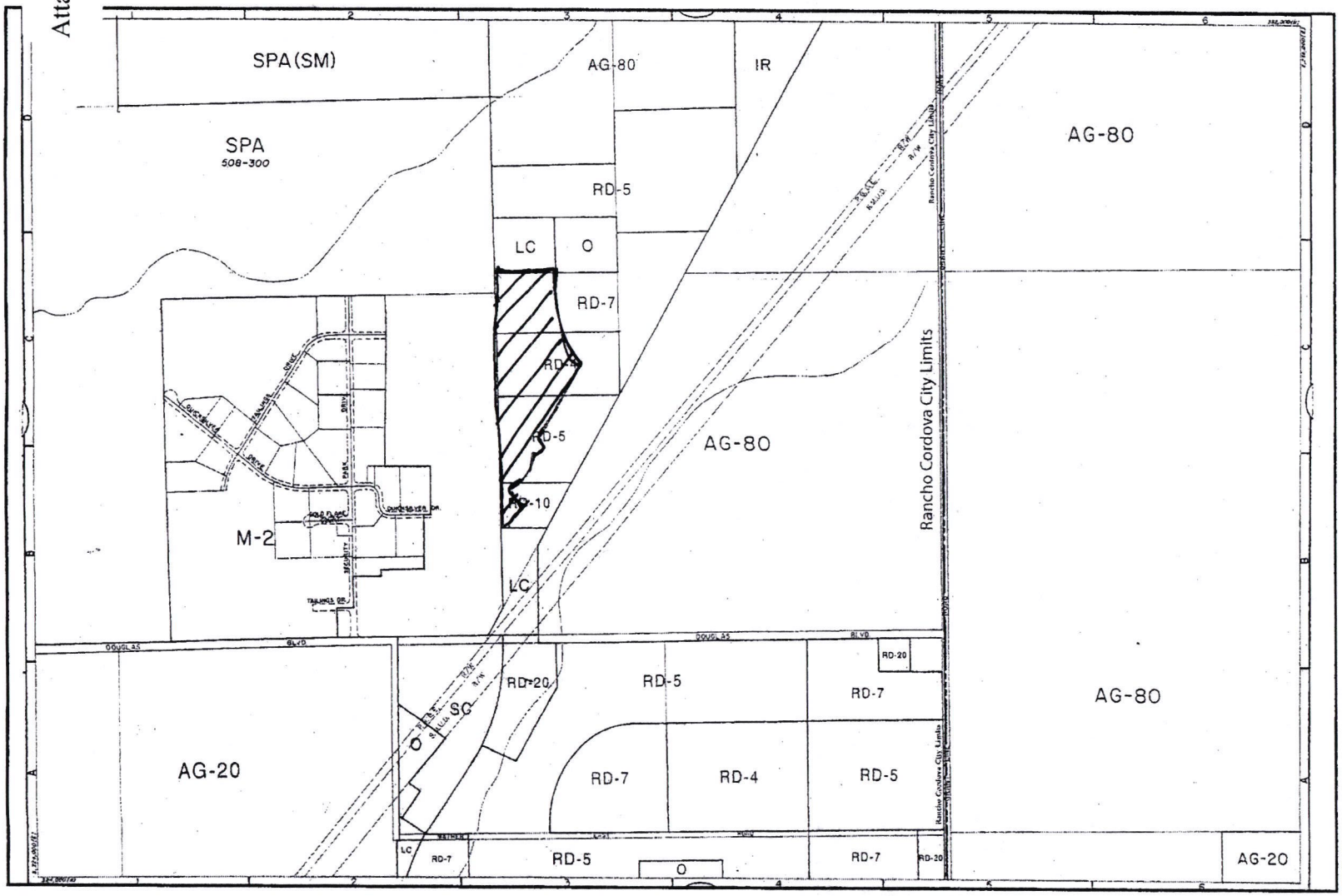
RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RC-03-002.7
NORTH DOUGLAS VILLAGE 7

Attachment 3

ZONING MAP



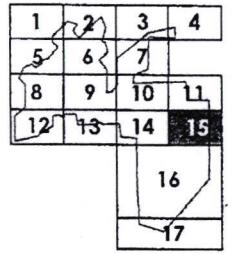
DESIGNATION	TITLE
Agricultural	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
Residential	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential, maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space Rental Park
Commercial	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
Industrial	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
Other	
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 3

ZONING MAP SHEET 15

Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF NORTH DOUGLAS AND PURSUANT TO THE PROVISIONS OF SECTION 7050 OF THE GOVERNMENT CODE IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF RANCHO CORDOVA FOR ANY PUBLIC PURPOSE THE RIGHT-OF-WAY ON, OVER, ACROSS AND UNDER THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION." (I.O.D.) AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVES, WAYS, & BOULEVARD SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVES AND WAY SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOT A SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC DRIVES AND WAYS AND IRREVOCABLE OFFERS OF DEDICATION SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

E. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A, AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED PEDESTRIAN EASEMENT." (P.E.)

F. LOT 90 AS SHOWN HEREON SHALL BE DEDICATED TO THE CITY OF RANCHO CORDOVA FOR AN IRREVOCABLE OFFER OF DEDICATION FOR FUTURE STREET DEDICATION.

US HOME/KB NORTH DOUGLAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR RENAISSANCE, INC.
A CALIFORNIA CORPORATION
MEMBER

BY: Brian W. Bombeck DATE: MARCH 23, 2006
BRIAN W. BOMBECK
VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 23 DAY OF March, 2006, BEFORE ME, Carmela Carriaga, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Brian W. Bombeck

☒ PERSONALLY KNOWN TO ME OR
☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Carmela Carriaga
PRINTED NAME: Carmela Carriaga
COUNTY OF: Placer
MY COMMISSION EXPIRES: 10-30-08
MY COMMISSION NO.: 1523273

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEEDS OF TRUST RECORDED ON FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005-02222030, AND SEPTEMBER 2, 2005 AS INSTRUMENT NO. 2005-09021911 OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: Nancy Prall
PRINT: Nancy Prall
TITLE: Vice President

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 27 DAY OF MARCH, 2006, BEFORE ME, P. Reynolds, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Nancy Prall

☒ PERSONALLY KNOWN TO ME OR
☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: P. Reynolds
PRINTED NAME: P. Reynolds
COUNTY OF: Placer
MY COMMISSION EXPIRES: 4-20-08
MY COMMISSION NO.: 1482820

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR AMERICANOS DOUGLAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 29, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 21, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 7 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND CONSENTS TO THE IRREVOCABLE OFFERS OF DEDICATION AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVES, WAYS AND BOULEVARD, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-002.7

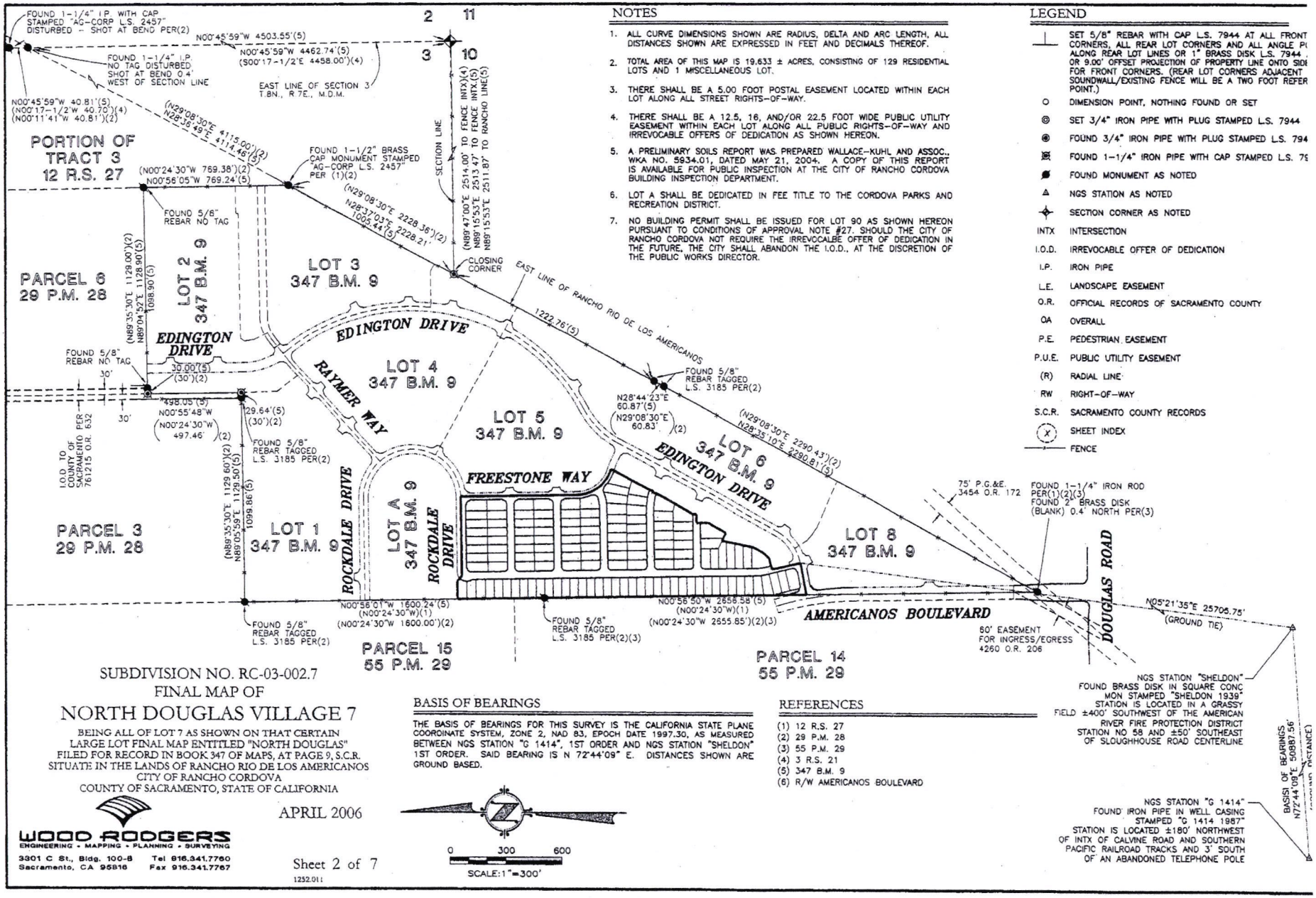
FINAL MAP OF
NORTH DOUGLAS VILLAGE 7

BEING ALL OF LOT 7 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

1252.011



NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 19.633 ± ACRES, CONSISTING OF 129 RESIDENTIAL LOTS AND 1 MISCELLANEOUS LOT.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AND IRREVOCABLE OFFERS OF DEDICATION AS SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 5934.01, DATED MAY 21, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
6. LOT A SHALL BE DEDICATED IN FEE TITLE TO THE CORDOVA PARKS AND RECREATION DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR LOT 90 AS SHOWN HEREON PURSUANT TO CONDITIONS OF APPROVAL NOTE #27. SHOULD THE CITY OF RANCHO CORDOVA NOT REQUIRE THE IRREVOCALBE OFFER OF DEDICATION IN THE FUTURE, THE CITY SHALL ABANDON THE I.O.D., AT THE DISCRETION OF THE PUBLIC WORKS DIRECTOR.

LEGEND

- SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE P(ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 OR 9.00' OFFSET PROJECTION OF PROPERTY LINE ONTO SIDE FOR FRONT CORNERS. (REAR LOT CORNERS ADJACENT SOUNDWALL/EXISTING FENCE WILL BE A TWO FOOT REFER POINT.)
- O DIMENSION POINT, NOTHING FOUND OR SET
- SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 794
- FOUND 1-1/4" IRON PIPE WITH CAP STAMPED L.S. 7
- FOUND MONUMENT AS NOTED
- NGS STATION AS NOTED
- SECTION CORNER AS NOTED
- INTX INTERSECTION
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- I.P. IRON PIPE
- L.E. LANDSCAPE EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- OA OVERALL
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- RW RIGHT-OF-WAY
- S.C.R. SACRAMENTO COUNTY RECORDS
- (X) SHEET INDEX
- FENCE

SUBDIVISION NO. RC-03-002.7

FINAL MAP OF

NORTH DOUGLAS VILLAGE 7

BEING ALL OF LOT 7 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

BASIS OF BEARINGS

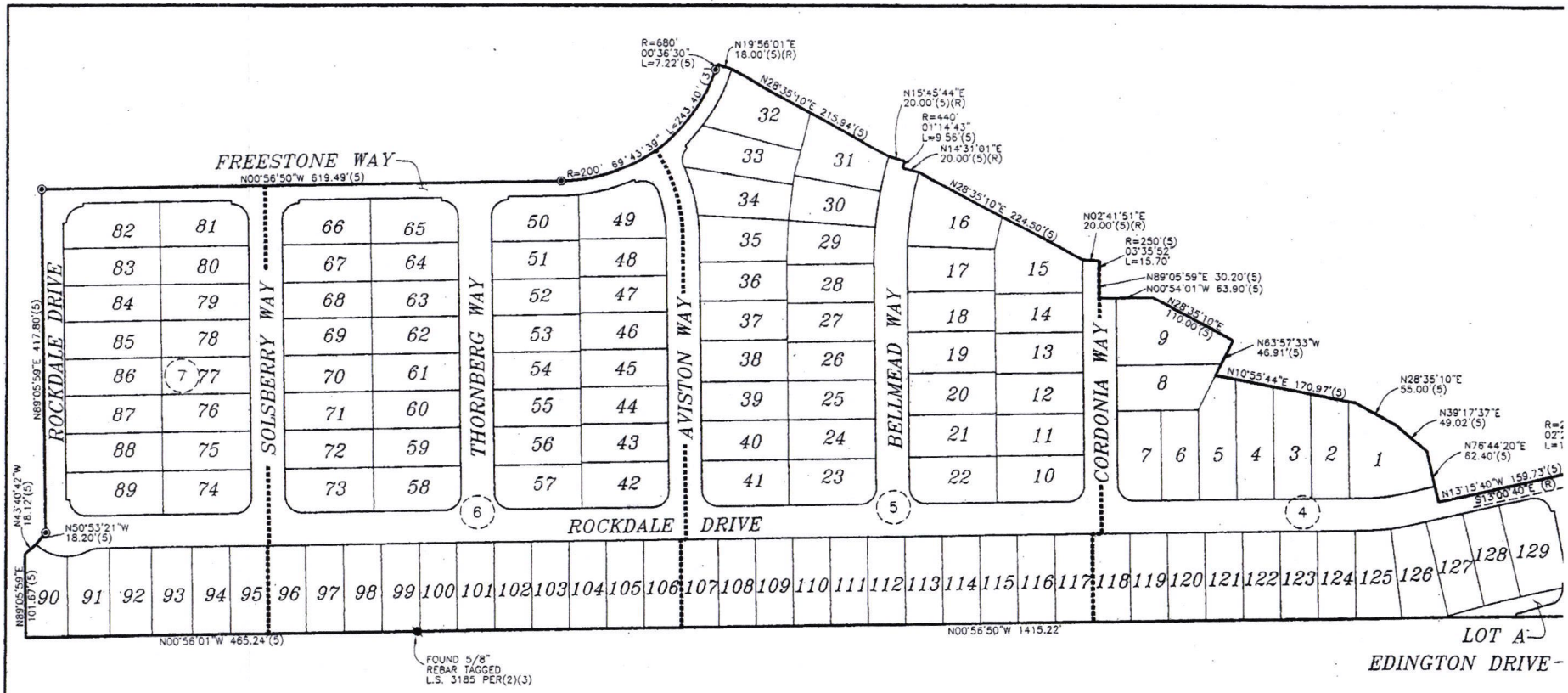
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "G 1414", 1ST ORDER AND NGS STATION "SHELDON" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 12 R.S. 27
(2) 29 P.M. 28
(3) 55 P.M. 29
(4) 3 R.S. 21
(5) 347 B.M. 9
(6) R/W AMERICANOS BOULEVARD

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

1252.01



SUBDIVISION NO. RC-03-002.7
FINAL MAP OF

NORTH DOUGLAS VILLAGE 7

BEING ALL OF LOT 7 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICAN
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

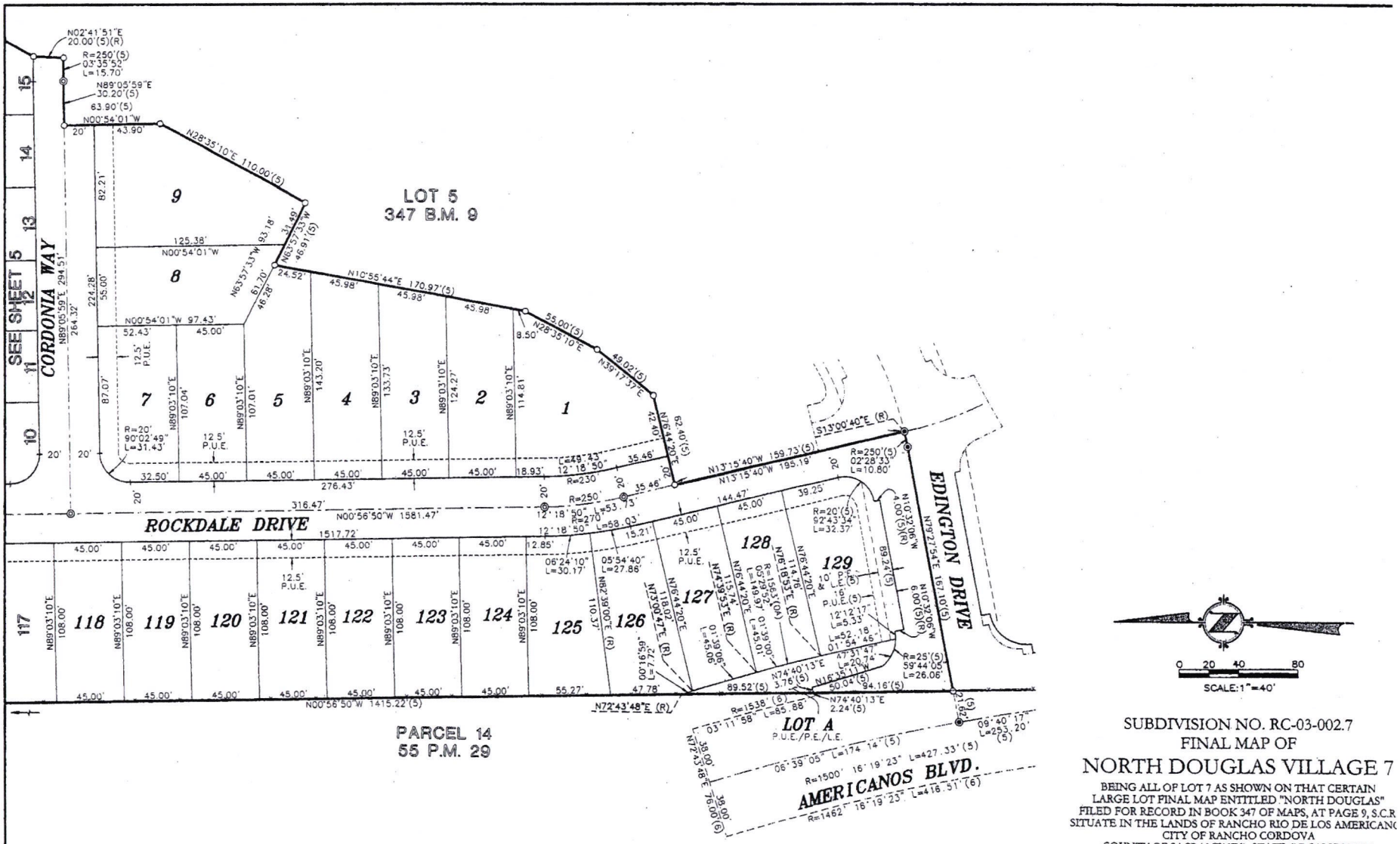
APRIL 200

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SHEET INDEX

0 40 80 160
SCALE:1"=80'

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



SUBDIVISION NO. RC-03-002.7
FINAL MAP OF

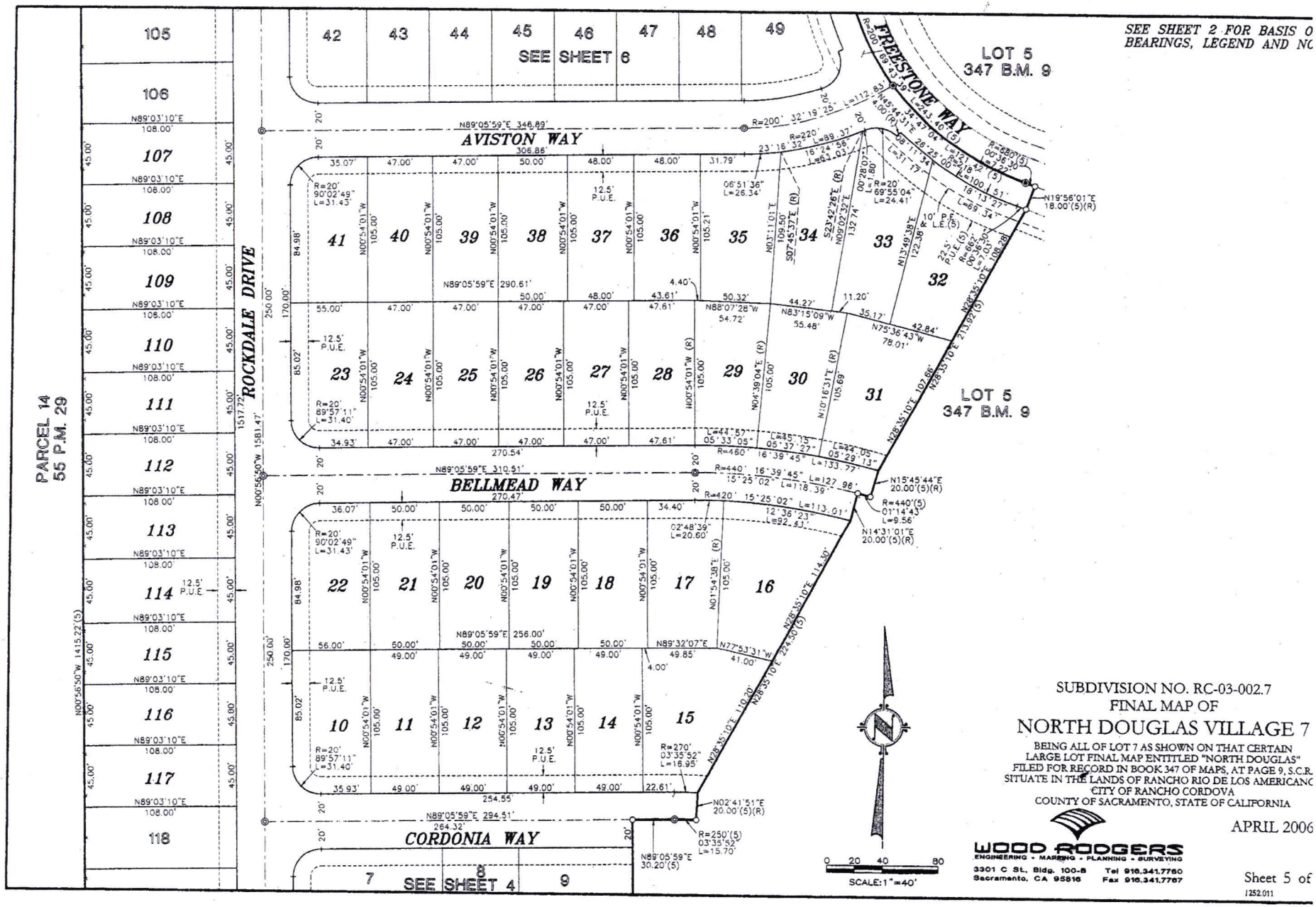
NORTH DOUGLAS VILLAGE 7

BEING ALL OF LOT 7 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

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



SUBDIVISION NO. RC-03-002.7

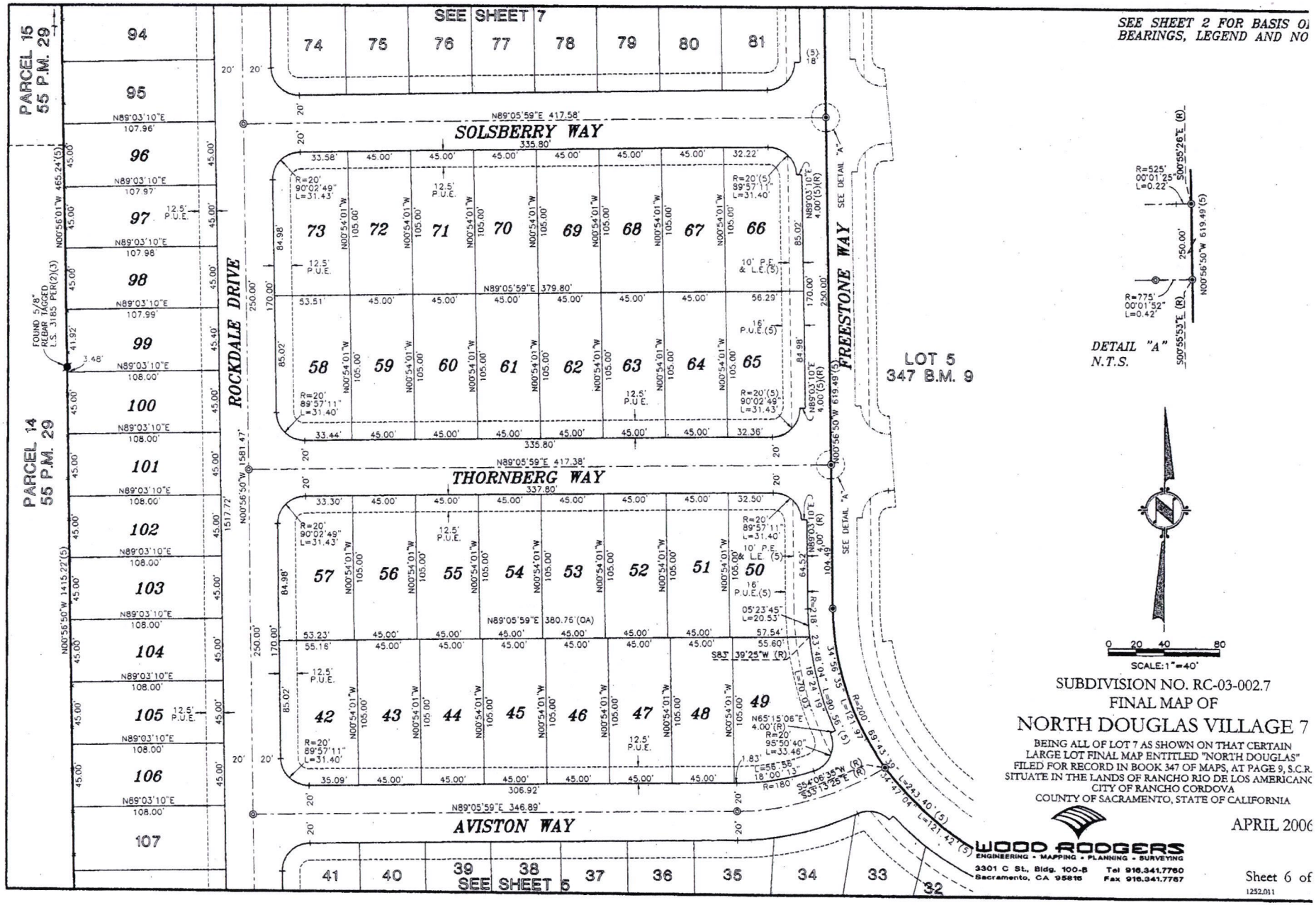
FINAL MAP OF

NORTH DOUGLAS VILLAGE 7

BEING ALL OF LOT 7 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANC CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NO

SUBDIVISION NO. RC-03-002.7

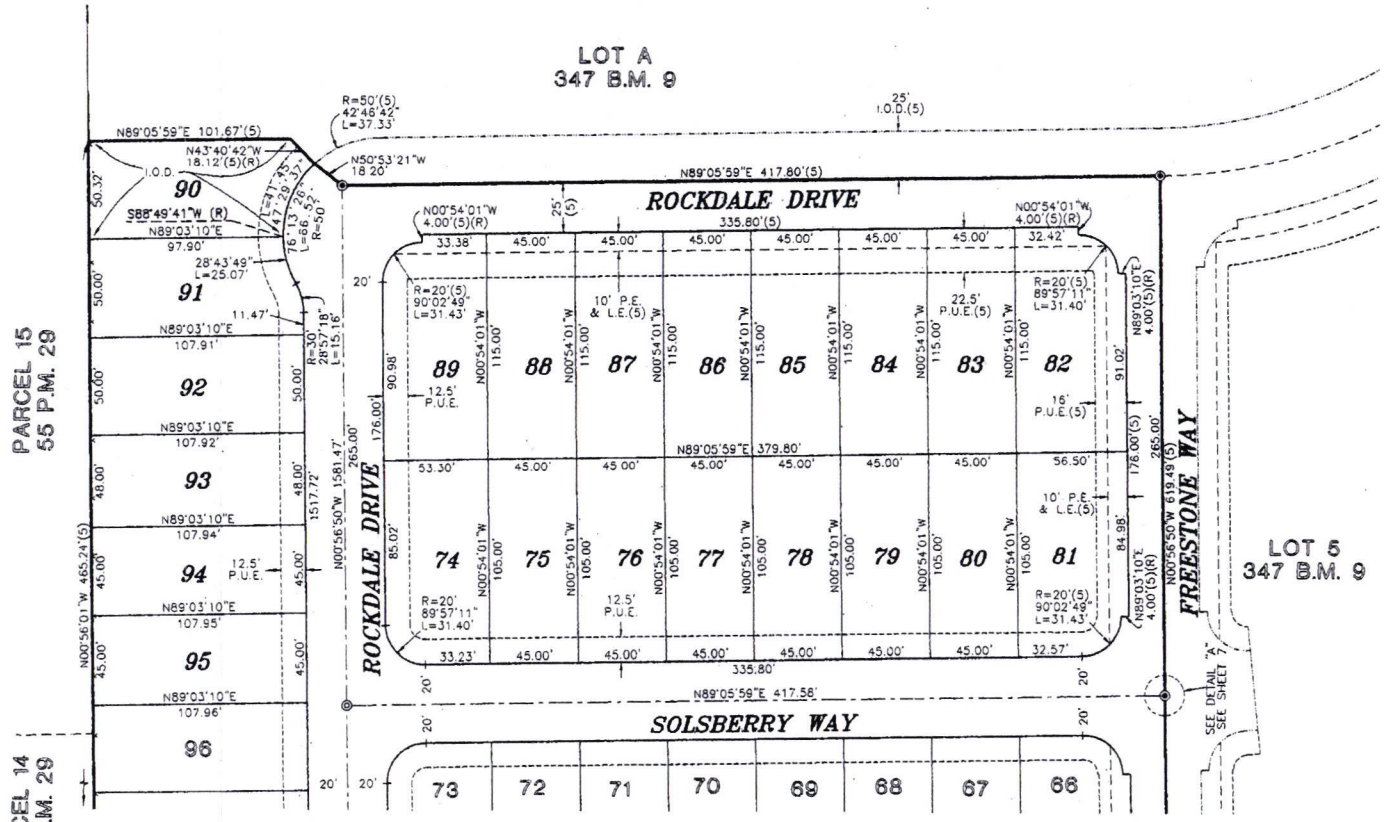
FINAL MAP OF

NORTH DOUGLAS VILLAGE 7

BEING ALL OF LOT 7 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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



SUBDIVISION NO. RC-03-002.7
FINAL MAP OF

NORTH DOUGLAS VILLAGE 7

BEING ALL OF LOT 7 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANC CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

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

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 43-2006 APPROVING SUBDIVISION NO. RC-03-002.8 FINAL MAP OF NORTH DOUGLAS VILLAGE 8 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 43-2006 (Attachment 1)** approving the subdivision titled "Final Map North Douglas Village 8", consisting of 62 proposed lots, located on the north side of Douglas Road approximately 4,200 feet west of Grant Line Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with US Home/KB North Douglas, LLC and the recording of the final subdivision map creating 62 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on June 21, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 08821760 with Fidelity and Deposit Company in the amount of $577,300.00. Bond No. 08821760 with Fidelity and Deposit Company in the amount of $288,650.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured by cash deposit with the Sacramento County Tax Collector.

AGENDA ITEM # 22

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 43-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 43-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-200.8 FINAL MAP OF NORTH DOUGLAS VILLAGE 8

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **US Home/KB North Douglas LLC** and the subdivision designated as **Subdivision No. RC-03-002.8 of North Douglas Village 8** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT Con 32-2006

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **US Home/KB North Douglas LLC** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **North Douglas, Village No. 8**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **twenty-four** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee Program**. Principal acknowledges that the city has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and

agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by

City for such period of time as City may deem reasonable.

13. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$577,300.00 (Five Hundred Seventy-Seven Thousand, Three Hundred & No/100)**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons

renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. **Execution By Real Party In Interest**. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. **Waiver of Civil Code Section 2819**. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. **City Construction of Improvements**. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. **Interest**. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. **Attorneys' Fees**. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written

agreement executed by the parties hereto.

22. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. Time. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

_____
[Brian W. Bombeck – Vice President]

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On March 27, 2006 (Date) before me, Carmela Carniato, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Brian W. Bombeck (Name(s) of Signer(s))

■ personally known to me
☐ ~~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.

WITNESS my hand and official seal.

Carmela Carniato
Signature of Notary Public

CARMELA CARNIATO
Commission # 1523273
Notary Public - California
Placer County
My Comm. Expires Oct 30, 2008

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

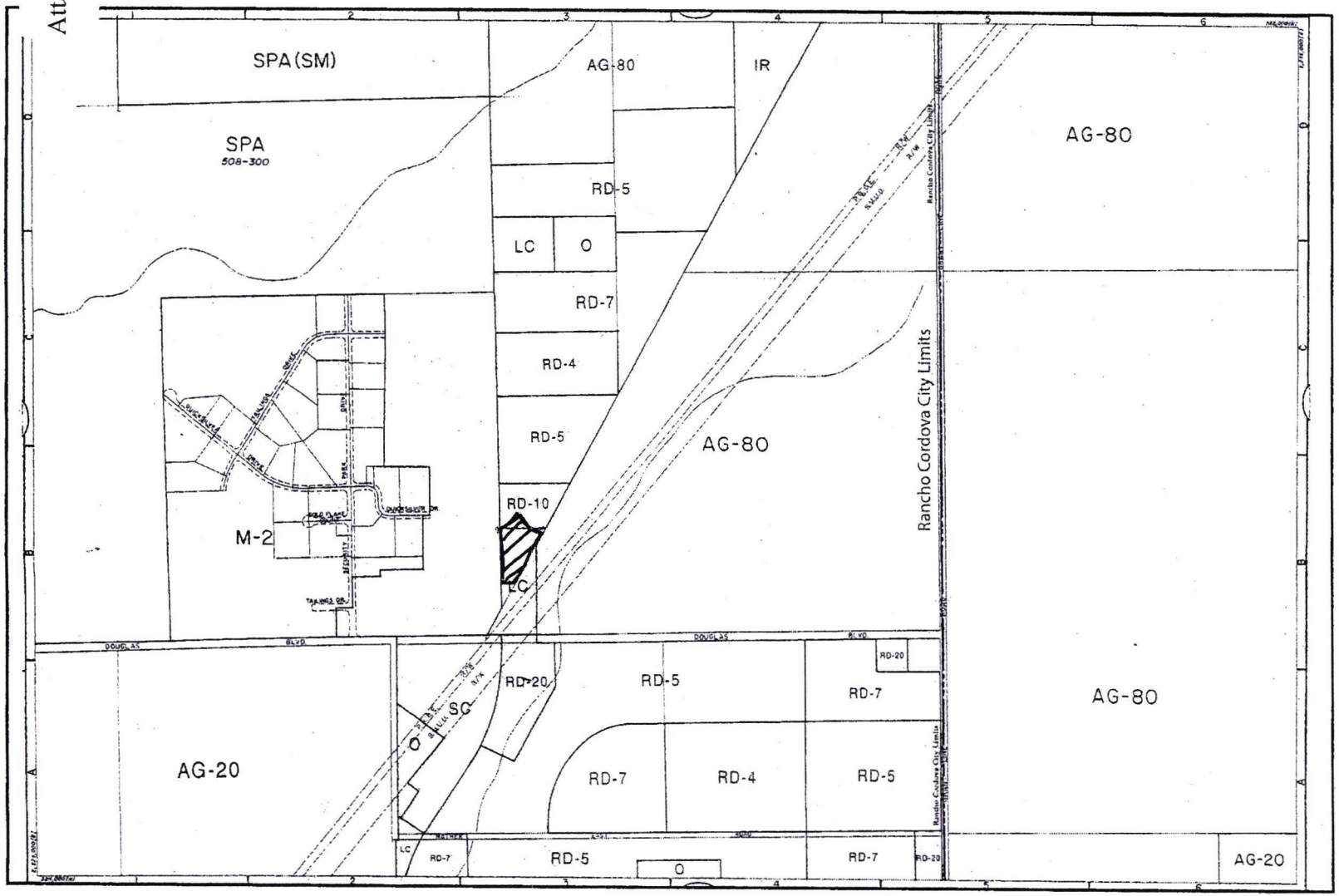
Signer Is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RC-03-002.8
NORTH DOUGLAS VILLAGE 8

Attachment 3

ZONING MAP



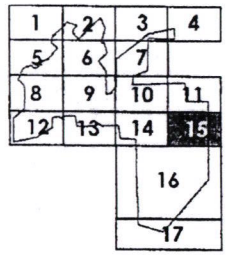
Agricultural	
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
Residential	
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space/Rental Park
Commercial	
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
Industrial	
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
Other	
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



ZONING MAP SHEET 15

Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 8 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC BOULEVARD, DRIVES, WAY AND COURTS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSE THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC BOULEVARD, DRIVES, WAY AND COURTS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS A & B SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC BOULEVARD, DRIVES, WAY AND COURTS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

E. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A & B, AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED PEDESTRIAN EASEMENT." (P.E.)

US HOME/KB NORTH DOUGLAS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR RENAISSANCE, INC.
A CALIFORNIA CORPORATION
MEMBER

BY: Brian W. Bombeck DATE: MARCH 23, 2006
BRIAN W. BOMBECK
VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 23 DAY OF MARCH, 2006, BEFORE ME, Carmela Carriato A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Brian W. Bombeck
☒ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Carmela Carriato
PRINTED NAME: Carmela Carriato
COUNTY OF: Placer
MY COMMISSION EXPIRES: 10-30-08
MY COMMISSION NO.: 1523473

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION AS TRUSTEE UNDER DEEDS OF TRUST RECORDED ON FEBRUARY 22, 2005 AS INSTRUMENT NO. 2005-02222030, AND SEPTEMBER 2, 2005 AS INSTRUMENT NO. 2005-09021911 OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: Nancy Prall
PRINT: Nancy Prall
TITLE: Vice President

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA }
COUNTY OF PLACER } SS

ON THE 27 DAY OF MARCH, 2006, BEFORE ME, P. Reynolds A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, NANCY PRALL
☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: P. Reynolds
PRINTED NAME: P. Reynolds
COUNTY OF: Placer
MY COMMISSION EXPIRES: 4-20-08
MY COMMISSION NO.: 1482820

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR AMERICANOS DOUGLAS, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 29, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 21, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF NORTH DOUGLAS VILLAGE 8 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC BOULEVARD, DRIVE, COURTS AND WAYS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK ____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

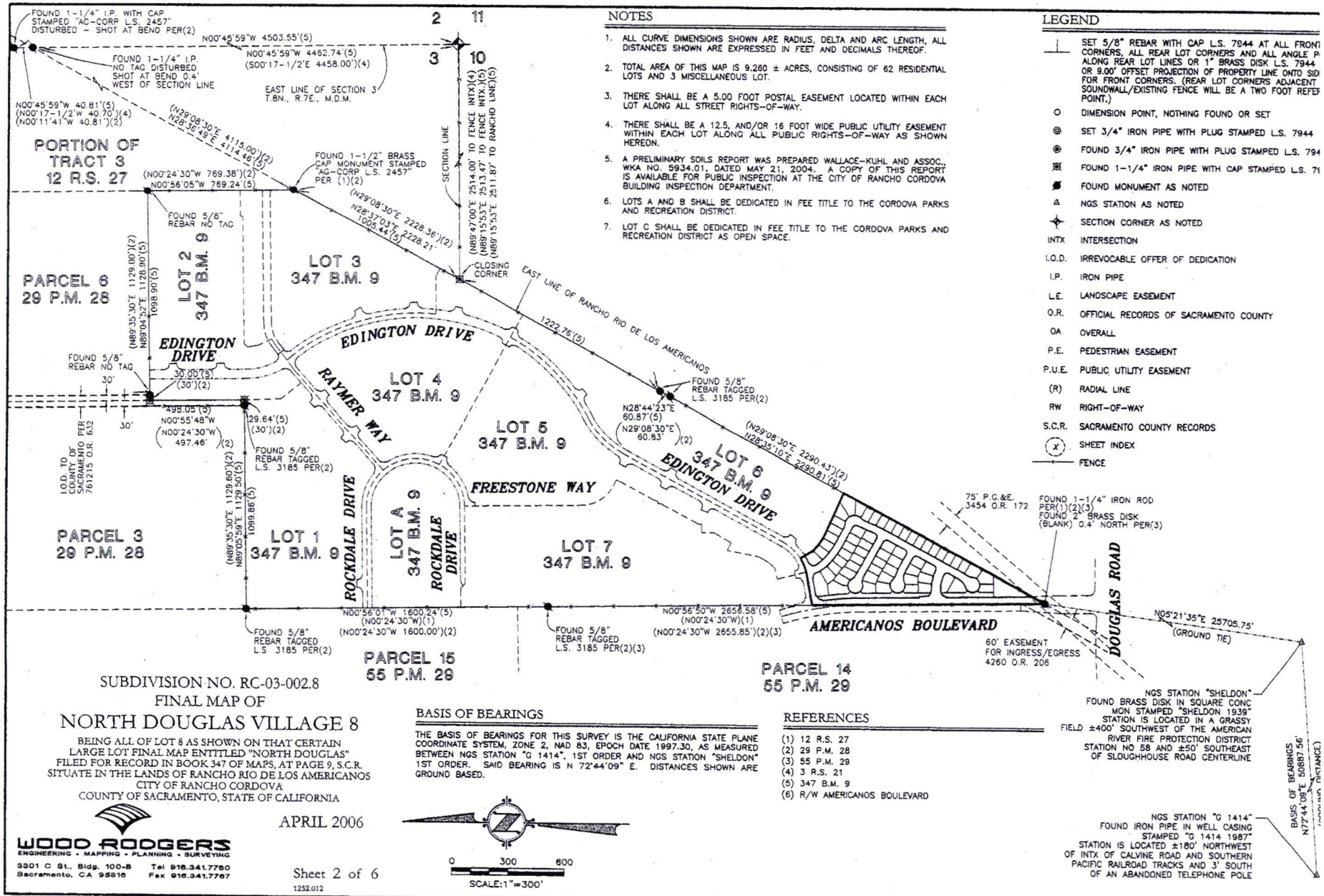
SUBDIVISION NO. RC-03-002.8
FINAL MAP OF
NORTH DOUGLAS VILLAGE 8

BEING ALL OF LOT 8 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

1252.012



NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 9.260 ± ACRES, CONSISTING OF 62 RESIDENTIAL LOTS AND 3 MISCELLANEOUS LOT.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, AND/OR 16 FOOT WIDE PUBLIC UTILITY EASEMENT WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY AS SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 5934.01, DATED MAY 21, 2004. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
6. LOTS A AND B SHALL BE DEDICATED IN FEE TITLE TO THE CORDOVA PARKS AND RECREATION DISTRICT.
7. LOT C SHALL BE DEDICATED IN FEE TITLE TO THE CORDOVA PARKS AND RECREATION DISTRICT AS OPEN SPACE.

LEGEND

- SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE P ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 OR 9.00' OFFSET PROJECTION OF PROPERTY LINE ONTO SID FOR FRONT CORNERS. (REAR LOT CORNERS ADJACENT SOUNDWALL/EXISTING FENCE WILL BE A TWO FOOT REFER POINT.)
- O DIMENSION POINT, NOTHING FOUND OR SET
- SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 794
- FOUND 1-1/4" IRON PIPE WITH CAP STAMPED L.S. 7
- FOUND MONUMENT AS NOTED
- NGS STATION AS NOTED
- SECTION CORNER AS NOTED
- INTX INTERSECTION
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- I.P. IRON PIPE
- L.E. LANDSCAPE EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- OA OVERALL
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- RW RIGHT-OF-WAY
- S.C.R. SACRAMENTO COUNTY RECORDS
- (X) SHEET INDEX
- FENCE

SUBDIVISION NO. RC-03-002.8

FINAL MAP OF

NORTH DOUGLAS VILLAGE 8

BEING ALL OF LOT 8 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

BASIS OF BEARINGS

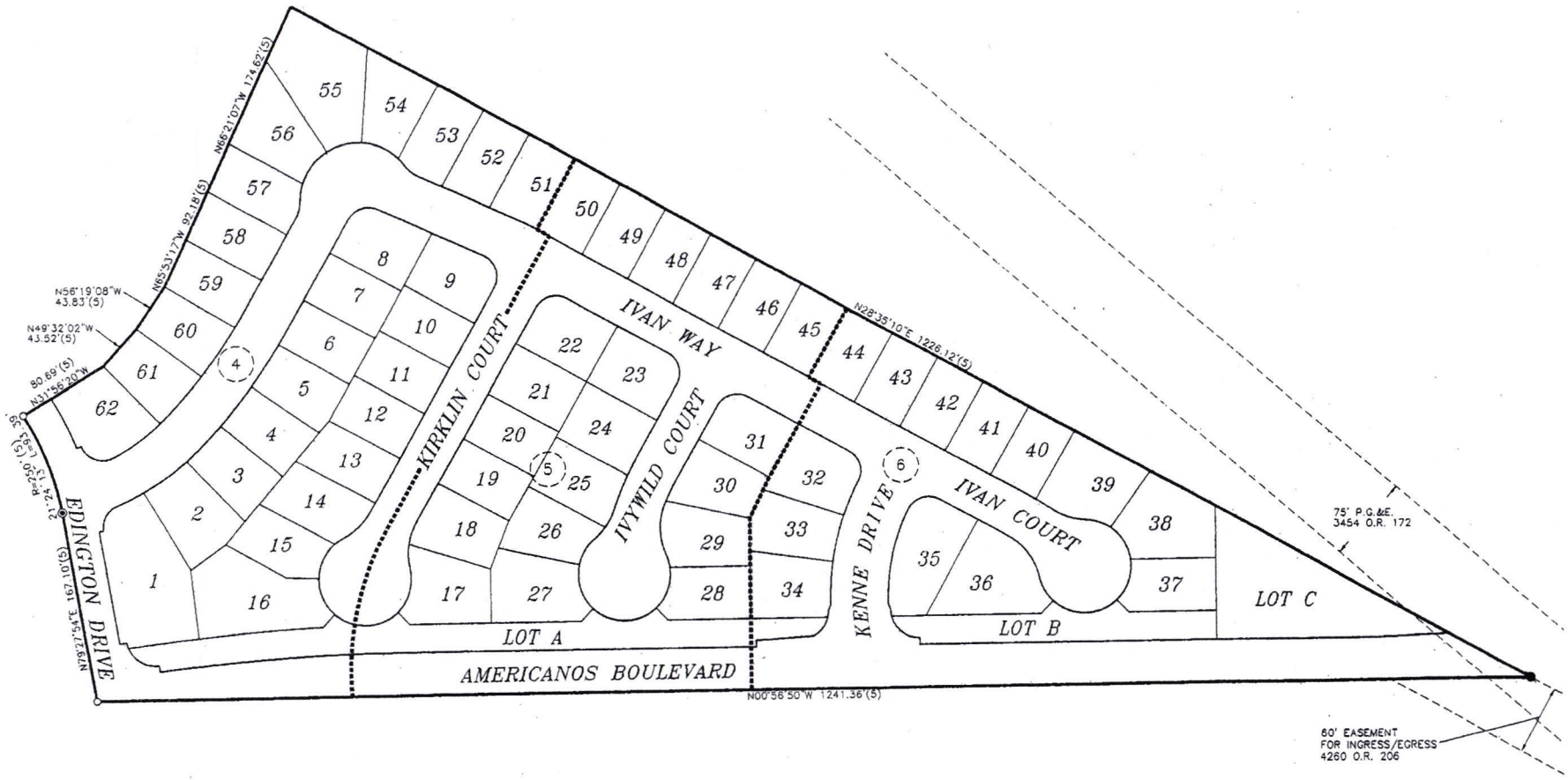
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "G 1414", 1ST ORDER AND NGS STATION "SHELDON" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 12 R.S. 27
(2) 29 P.M. 28
(3) 55 P.M. 29
(4) 3 R.S. 21
(5) 347 B.M. 9
(6) R/W AMERICANOS BOULEVARD

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

1252.012



SUBDIVISION NO. RC-03-002.8

FINAL MAP OF

NORTH DOUGLAS VILLAGE 8

BEING ALL OF LOT 8 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

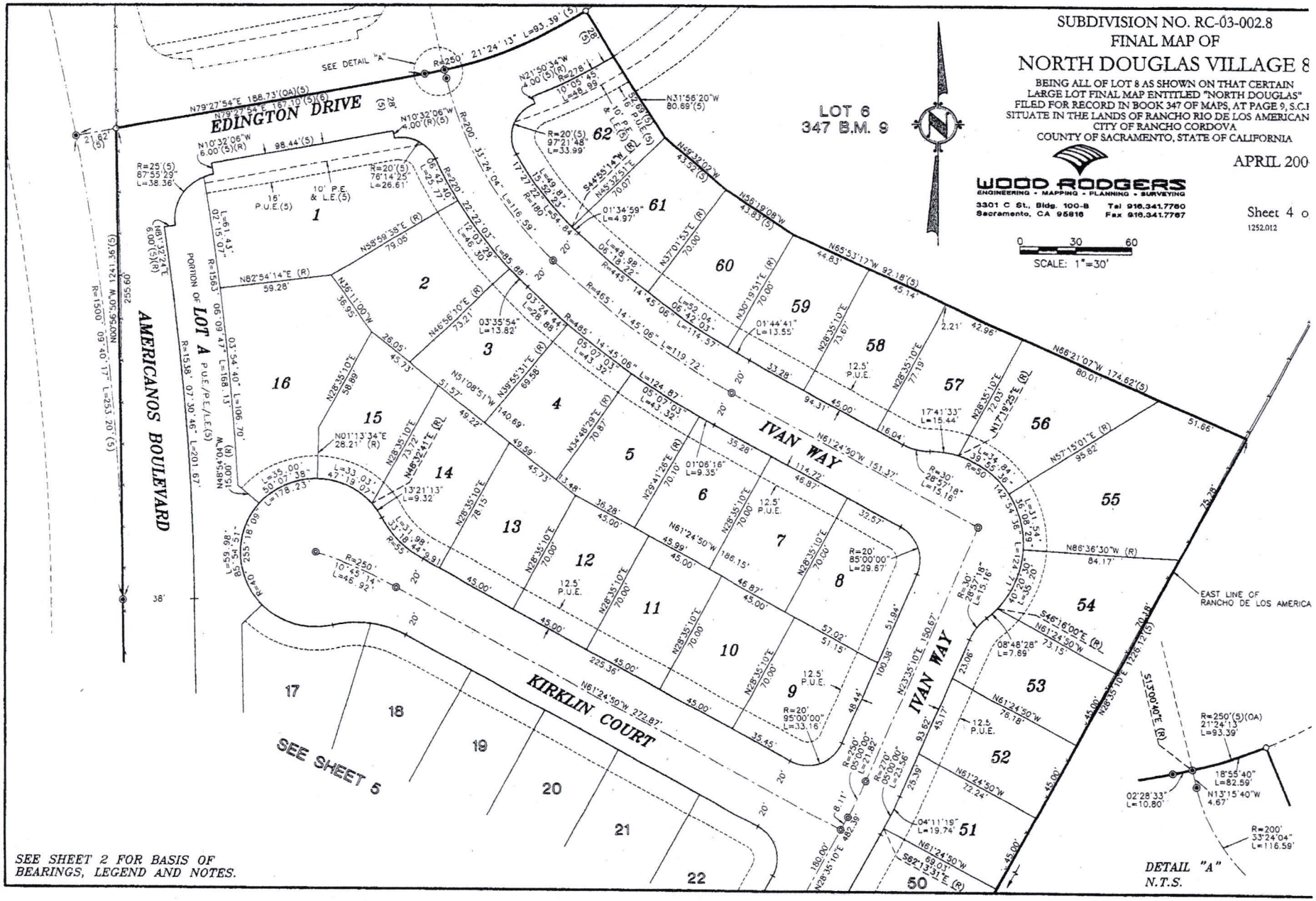
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

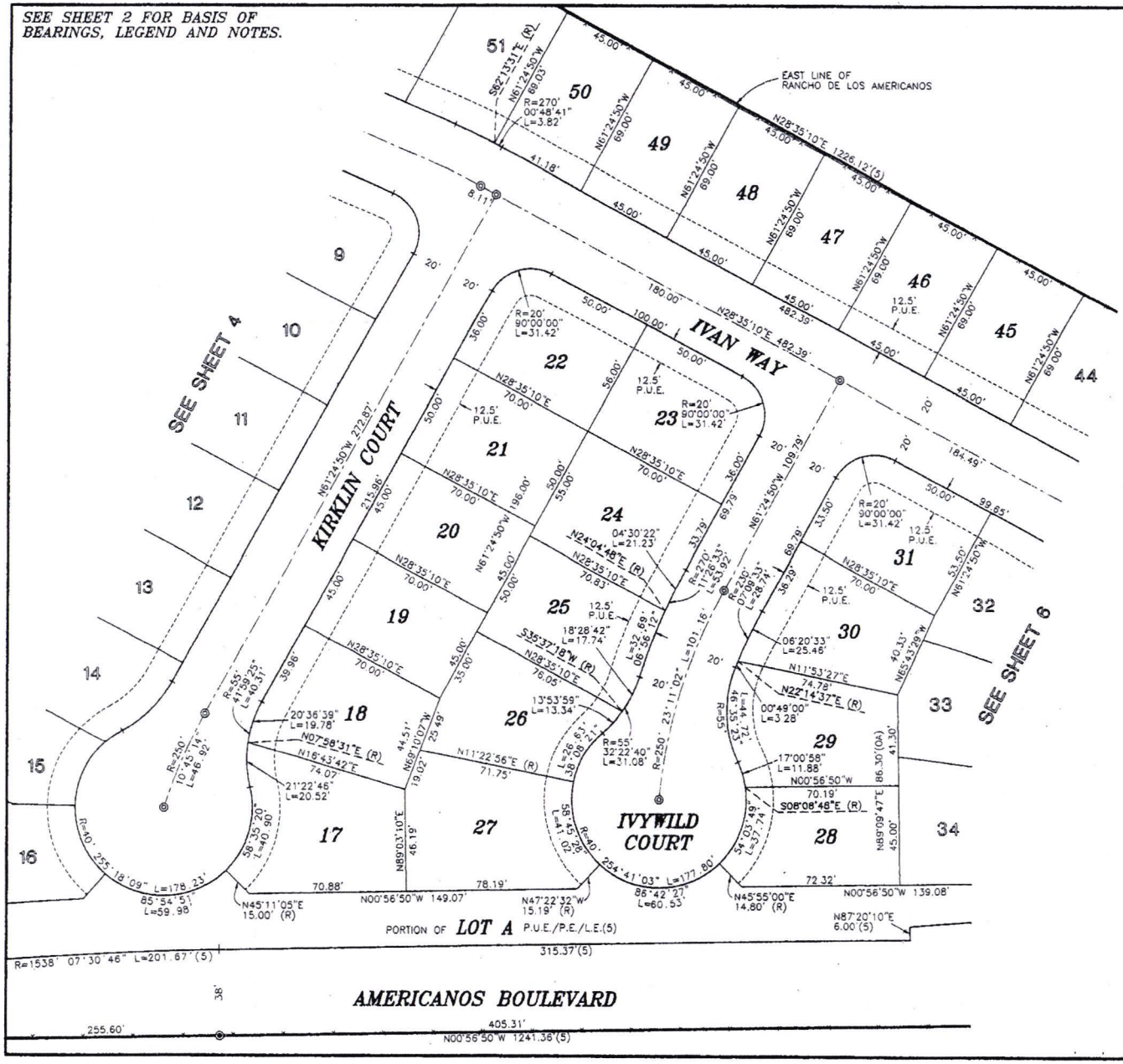
SHEET INDEX

0 30 60 120

SCALE: 1"=60'

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


SUBDIVISION NO. RC-03-002.8
FINAL MAP OF
NORTH DOUGLAS VILLAGE 8
BEING ALL OF LOT 8 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R.
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANOS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
APRIL 200
WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767
Sheet 4 o
1252.012
SCALE: 1"=30'
LOT 6
347 B.M. 9
EDINGTON DRIVE
AMERICANOS BOULEVARD
IVAN WAY
KIRKLIN COURT
PORTION OF LOT A P.U.E./P.E./L.E.(5)
SEE SHEET 5
EAST LINE OF RANCHO DE LOS AMERICANOS
DETAIL "A" N.T.S.
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.



0 30 60

SCALE: 1"=30'

SUBDIVISION NO. RC-03-002.8

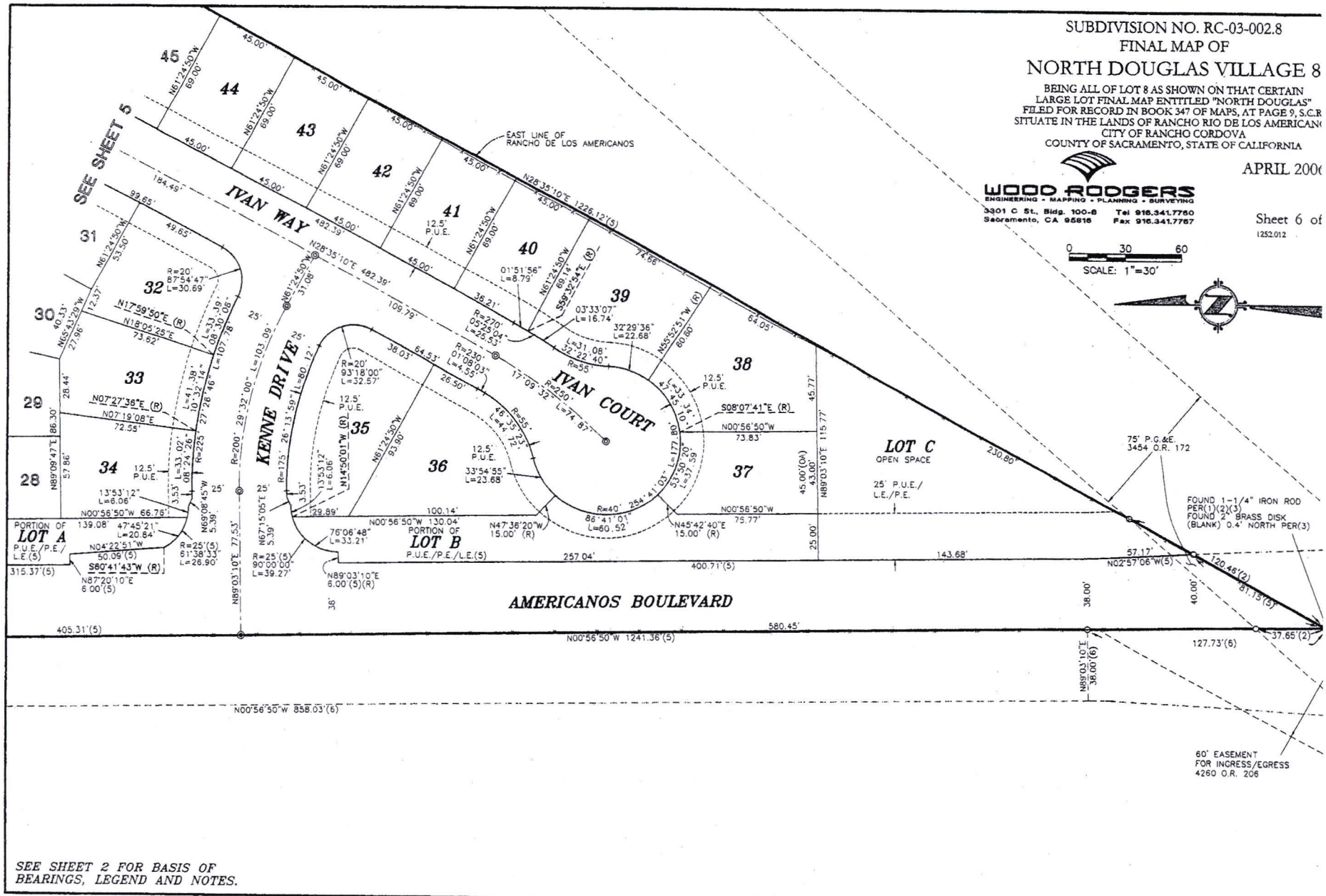
FINAL MAP OF

NORTH DOUGLAS VILLAGE 8

BEING ALL OF LOT 8 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R. SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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


SUBDIVISION NO. RC-03-002.8
FINAL MAP OF
NORTH DOUGLAS VILLAGE 8
BEING ALL OF LOT 8 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED "NORTH DOUGLAS" FILED FOR RECORD IN BOOK 347 OF MAPS, AT PAGE 9, S.C.R
SITUATE IN THE LANDS OF RANCHO RIO DE LOS AMERICANO
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
APRIL 200(
WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St., Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767
Sheet 6 of
1252.012
0 30 60
SCALE: 1"=30'
SEE SHEET 5
IVAN WAY
KENNE DRIVE
IVAN COURT
AMERICANOS BOULEVARD
EAST LINE OF RANCHO DE LOS AMERICANOS
LOT A
P.U.E./P.E./L.E.(5)
LOT B
P.U.E./P.E./L.E.(5)
LOT C
OPEN SPACE
25' P.U.E./L.E./P.E.
75' P.G.&E. 3454 O.R. 172
60' EASEMENT FOR INGRESS/EGRESS 4260 O.R. 206
FOUND 1-1/4" IRON ROD PER(1)(2)(3)
FOUND 2" BRASS DISK (BLANK) 0.4' NORTH PER(3)
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 44-2006 APPROVING SUBDIVISION NO. RC-03-001.01 FINAL MAP OF SUNRIDGE PARK UNIT A AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 44-2006 (Attachment 1)** approving the subdivision titled "Final Map Sunridge Park Unit A", consisting of 145 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with Sunridge Park LLC, a California Limited Liability Company and the recording of the final subdivision map creating 145 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on January 20, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 104676517 with Travelers Casualty and Surety Company of America in the amount of $1,746,566.00. Bond No. 104676517 with Travelers Casualty and Surety Company of America in the amount of $873,283.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured with the Sacramento County Tax Collector.

AGENDA ITEM # 23

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 44-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 44-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-100.01 FINAL MAP OF SUNRIDGE PARK UNIT A

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Sunridge Park LLC, a Limited Liability Company** and the subdivision designated as **Subdivision No. RC-03-001.01 Final Map of Sunridge Park Unit A** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **SUNRIDGE PARK LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **SUNRIDGE PARK UNIT A**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee**. Principal acknowledges that the City is in the process of adopting one or more fees and/or financing mechanisms in order to implement provisions of the Sunridge Specific Plan, and that as of the time of recordation of the Final Map, these fees and/or financing mechanisms are not yet in effect. Principal acknowledges and agrees that with the exception of model homes, no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that

the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof,

regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. **Improvement Security**. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary

to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **One Million Seven Hundred Forty Nine Thousand Five Hundred Sixty Six Dollars and no/100 $1,749,566.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful

performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. **Execution By Real Party In Interest**. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. **Waiver of Civil Code Section 2819**. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. **County Construction of Improvements**. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. **Interest**. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. **Attorneys' Fees**. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City

shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

22. **Entire Agreement**. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY (SEAL)

ATTEST:_____
Clerk of the City Council

PRINCIPAL

SUNRIDGE PARK LLC,
A California Limited Liability Company

It's Manager

By:_____
Brian C. Vail

a:\lm_sec.agr

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

On 3/31/06 before me, S.N. Smith, NOTARY PUBLIC

DATE

Personally appeared, BRIAN C. VAIL

personally known to me ~~(or 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.

WITNESS my hand and official seal.

S. N. SMITH
Commission # 1535012
Notary Public - California
Sacramento County
My Comm. Expires Dec 14, 2008

SNSmith (SEAL)
NOTARY PUBLIC SIGNATURE

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____

DATE

Personally appeared, _____

personally known to me (or 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.

WITNESS my hand and official seal.

_____ (SEAL)
NOTARY PUBLIC SIGNATURE

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____

DATE

Personally appeared, _____

personally known to me (or 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.

WITNESS my hand and official seal.

_____ (SEAL)
NOTARY PUBLIC SIGNATURE

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____

DATE

Personally appeared, _____

personally known to me (or 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.

WITNESS my hand and official seal.

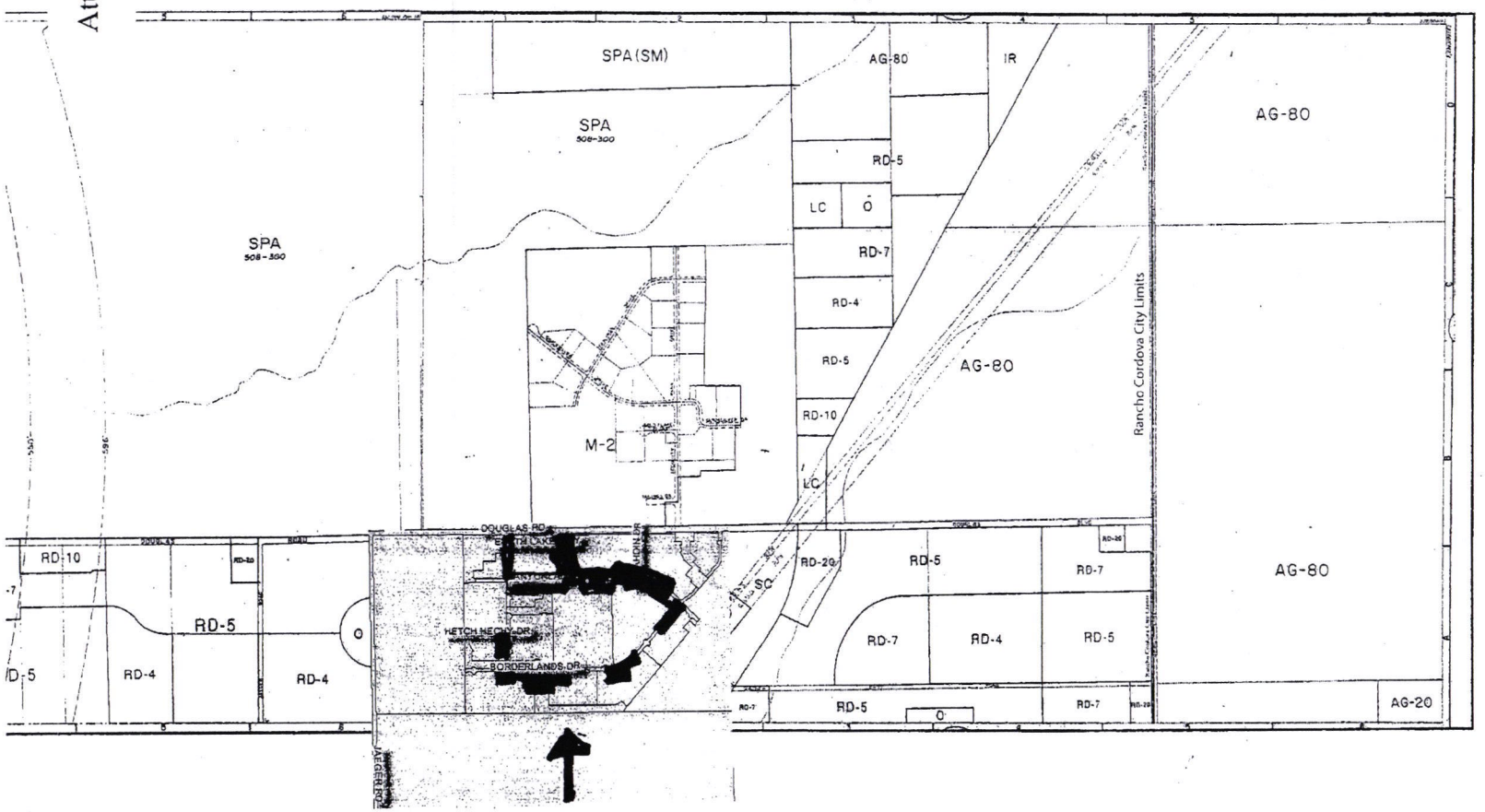
_____ (SEAL)
NOTARY PUBLIC SIGNATURE

SUNRIDGE PARK UNIT A

P

Attachment 3

ZONING MAP



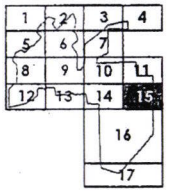
AG-20	Permanent agriculture, - minimum 20 acres
A-2	Interim Agricultural
AR-1	Agricultural-residential
AR-2	Agricultural-residential
AR-5	Agricultural-residential
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
	Mobile Home Park
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Tourist Commercial
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
AIR	Airport
O	Recreation
SPA	Special Planning Area
(F)	Road Combining Land Use
(SM)	Surface Mining Combining

AMENDED

SC Case Number	Ordinance Number

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF SUBDIVISION NO. RC-03-001.01 SUNRIDGE PARK UNIT A AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVES AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE DRIVES AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS A THROUGH H AND THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16) OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE WAYS, AND DRIVE SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

C. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.). TOGETHER WITH ALL OF LOTS A THROUGH H.

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON DESIGNATED "LANDSCAPING EASEMENT," TOGETHER WITH ALL OF LOTS A THROUGH H; SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

E. VISIBILITY EASEMENT TO BE KEPT FREE FROM SIGNS, HEDGES, FENCES, STRUCTURES, NATURAL GROWTH OR OTHER OBSTRUCTIONS TO THE VIEW HIGHER THAN TWO FEET SIX INCHES (2 1/2') ABOVE THE NEAREST PAVEMENT SURFACE, WITHIN THE AREA OVER AND ACROSS THAT LAND DESIGNATED AS "VISIBILITY EASEMENT" (V.E.).

SUNRIDGE PARK LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP

BY: _____ DATE: _____
NAME:
TITLE:

RANCHO 80 LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ DATE: _____
NAME:
TITLE:

WOODSIDE BELLA BRISAS, INC.
A CALIFORNIA CORPORATION

BY: _____ DATE: _____
NAME:
TITLE:

WOODSIDE VISTAS, INC.
A CALIFORNIA CORPORATION

BY: _____ DATE: _____
NAME:
TITLE:

WOODSIDE ECLIPSE, INC.
A CALIFORNIA CORPORATION

BY: _____ DATE: _____
NAME:
TITLE:

WOODSIDE ECLIPSE, INC.
A CALIFORNIA CORPORATION

BY: _____ DATE: _____
NAME:
TITLE:

BEAZER HOMES HOLDINGS CORP.,
A DELAWARE CORPORATION

BY: _____ DATE: _____
NAME:
TITLE:

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____ ☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE\SHE EXECUTED THE SAME IN HIS\HER AUTHORIZED CAPACITY, AND THAT BY HIS\HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____ ☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE\SHE EXECUTED THE SAME IN HIS\HER AUTHORIZED CAPACITY, AND THAT BY HIS\HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF SUNRIDGE PARK UNIT A, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVES, AND WAYS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____ _____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

1279.015

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE\SHE EXECUTED THE SAME IN HIS\HER AUTHORIZED CAPACITY, AND THAT BY HIS\HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE\SHE EXECUTED THE SAME IN HIS\HER AUTHORIZED CAPACITY, AND THAT BY HIS\HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE\SHE EXECUTED THE SAME IN HIS\HER AUTHORIZED CAPACITY, AND THAT BY HIS\HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE\SHE EXECUTED THE SAME IN HIS\HER AUTHORIZED CAPACITY, AND THAT BY HIS\HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

TRUSTEE'S STATEMENTS

PLACER TITLE COMPANY AS TRUSTEE UNDER DEED OF TRUST RECORDED ON FEBRUARY 24, 2004, IN BOOK 20040224, PAGE 1859, OFFICIAL RECORDS OF SACRAMENTO COUNTY AND RE-RECORDED IN BOOK 20040311, AT PAGE 1531, OFFICIAL RECORDS OF SACRAMENTO COUNTY

BY:_____

PRINT NAME AND TITLE

PLACER TITLE COMPANY AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MARCH 22, 2004, IN BOOK 20040322, PAGE 321, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

BY:_____

PRINT NAME AND TITLE

TRUSTEE'S STATEMENTS (CONT'D)

PLACER TITLE COMPANY AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MARCH 22, 2004, IN BOOK 20040322, PAGE 332, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

BY:_____

PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

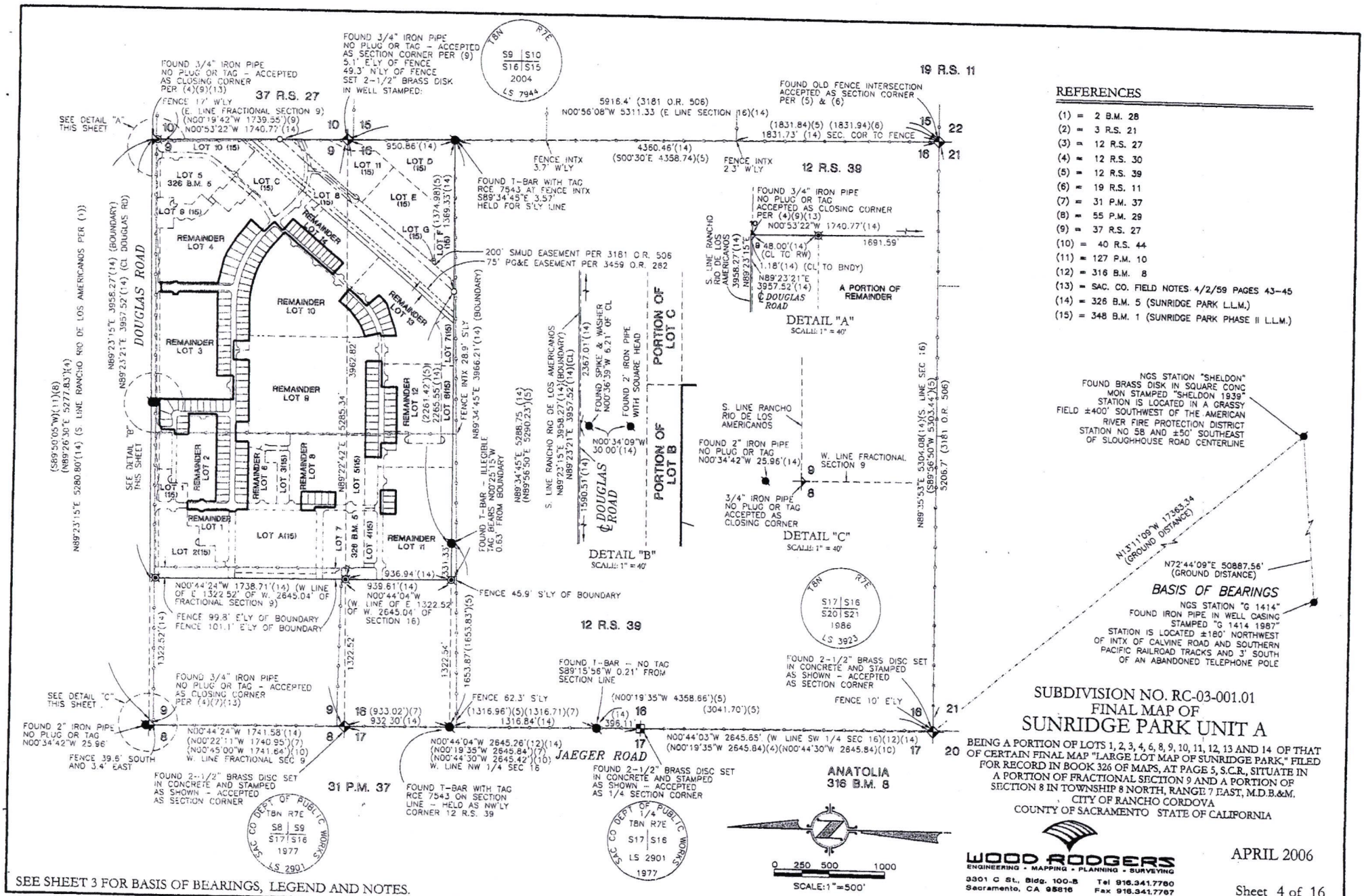
SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

1279.015



REFERENCES

(1) = 2 B.M. 28
(2) = 3 R.S. 21
(3) = 12 R.S. 27
(4) = 12 R.S. 30
(5) = 12 R.S. 39
(6) = 19 R.S. 11
(7) = 31 P.M. 37
(8) = 55 P.M. 29
(9) = 37 R.S. 27
(10) = 40 R.S. 44
(11) = 127 P.M. 10
(12) = 316 B.M. 8
(13) = SAC. CO. FIELD NOTES 4/2/59 PAGES 43-45
(14) = 326 B.M. 5 (SUNRIDGE PARK L.L.M.)
(15) = 348 B.M. 1 (SUNRIDGE PARK PHASE II L.L.M.)

SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

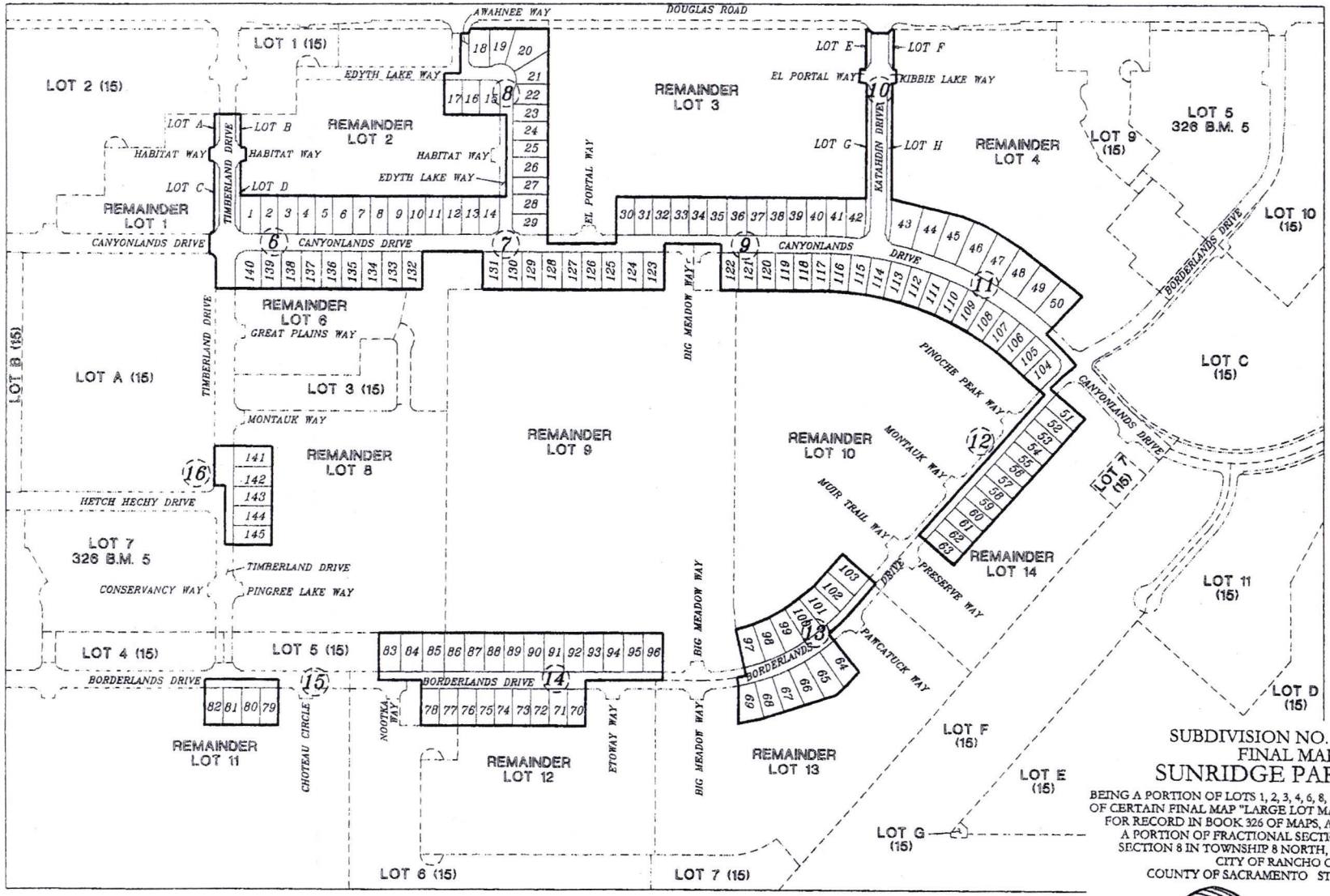
BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

1279.015



0 100 200 400

SCALE: 1" = 200'

SUBDIVISION NO. RC-03-001.01

FINAL MAP OF

SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.

CITY OF RANCHO CORDOVA

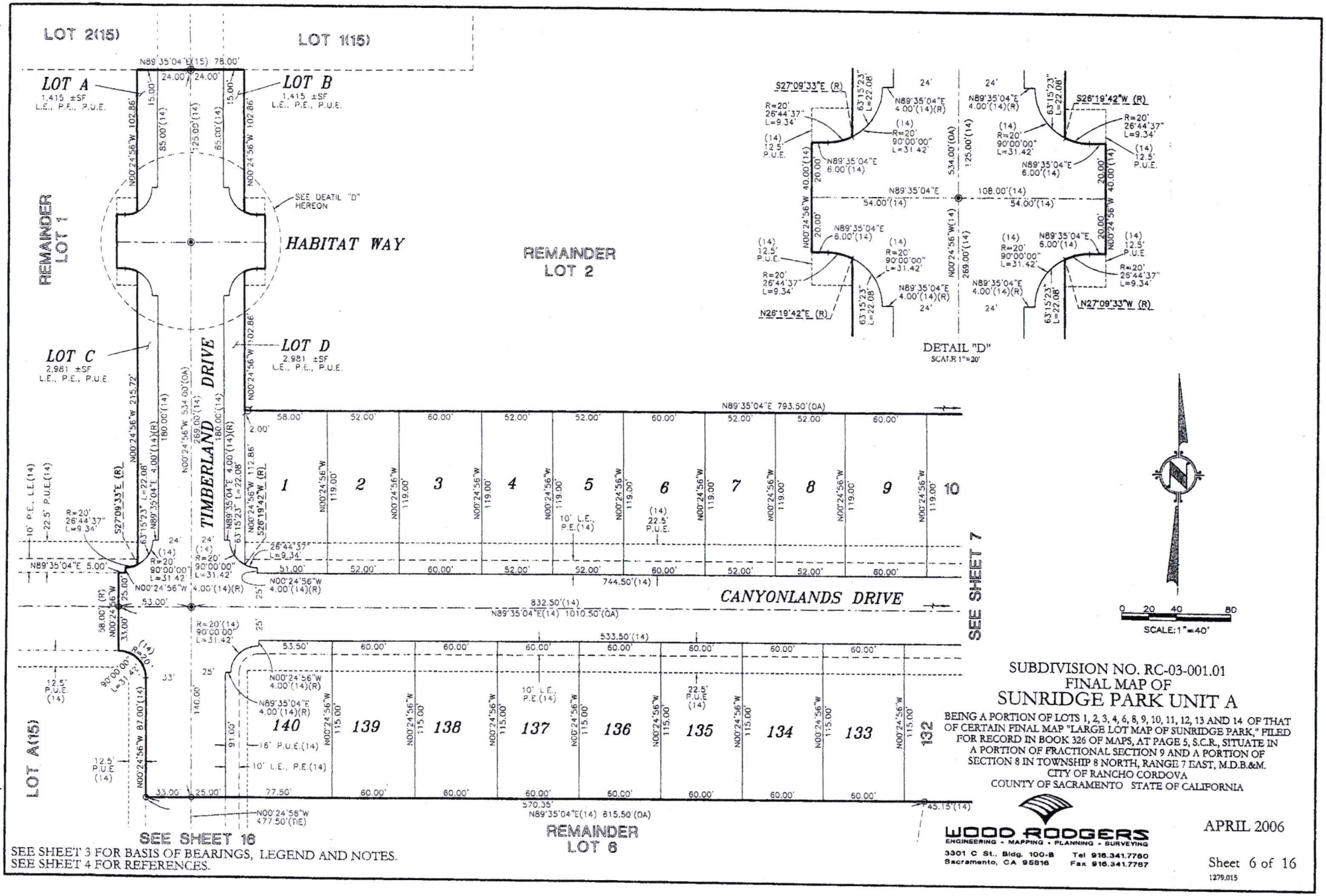
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.

1279.015



SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.

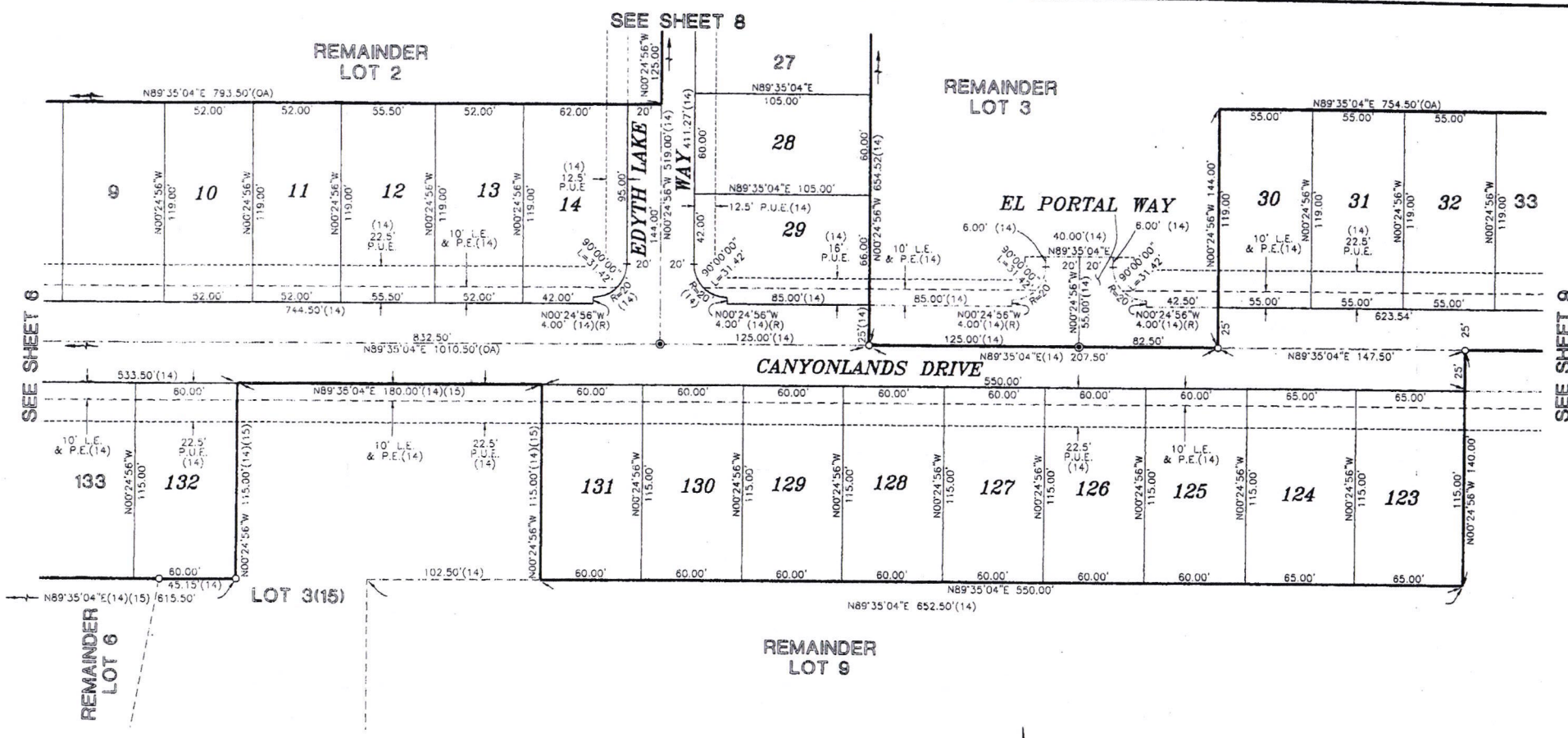
SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

1279.015



SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.

SCALE: 1"=40'

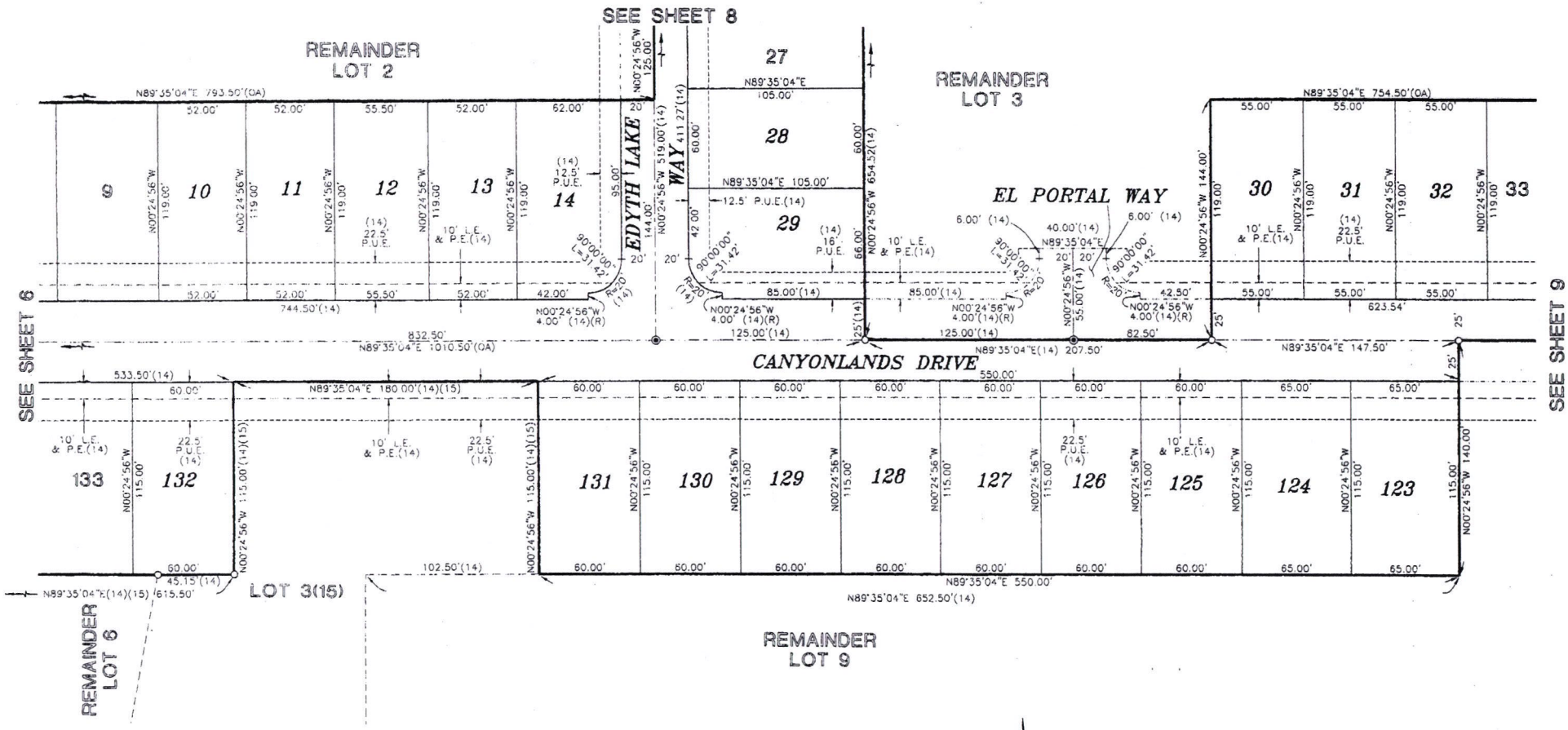
SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

1279.015



SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.

SCALE:1"=40'

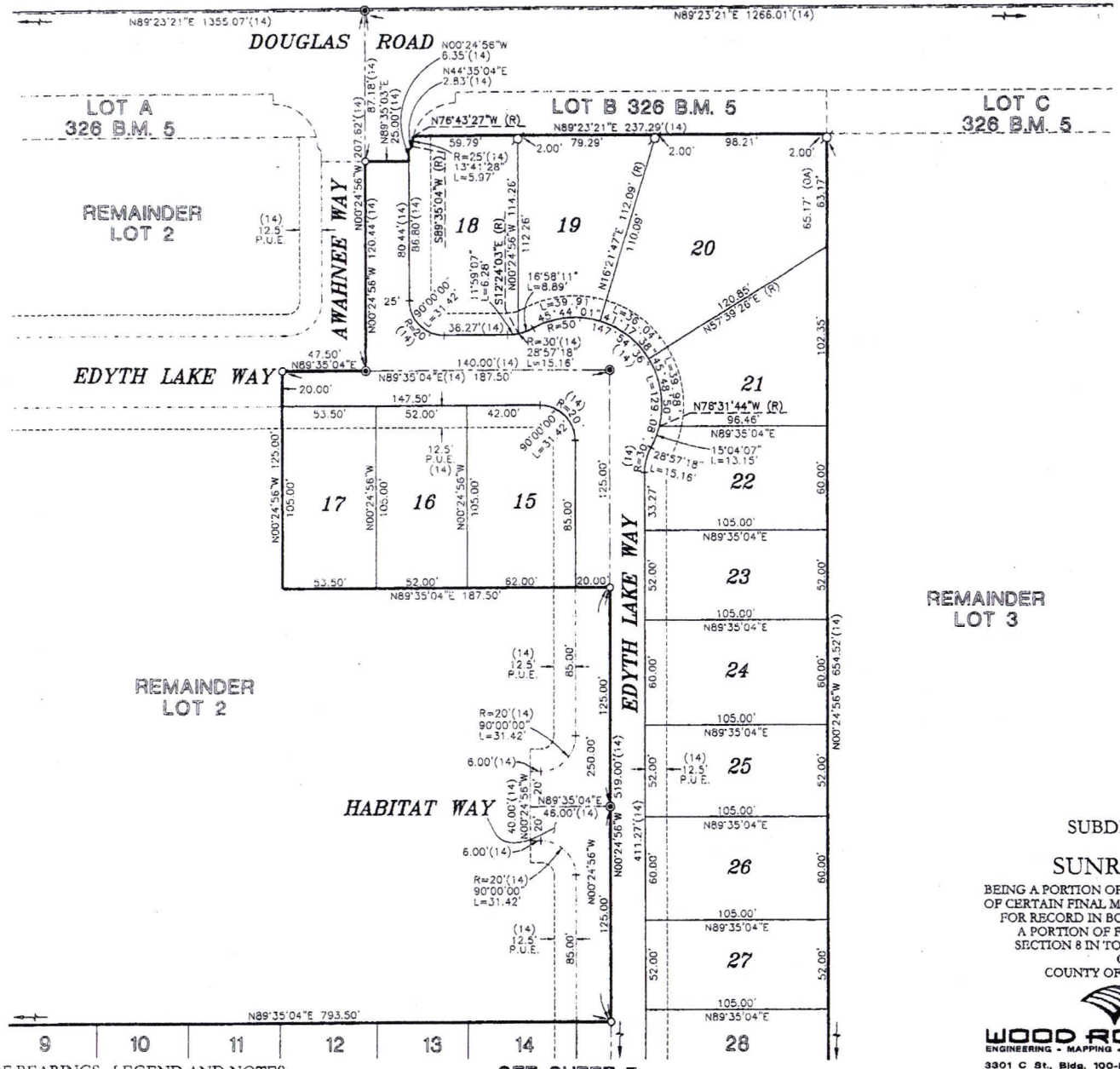
SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

1279.015



0 20 40 80

SCALE:1"=40'

SUBDIVISION NO. RC-03-001.01

FINAL MAP OF

SUNRIDGE PARK UNIT A

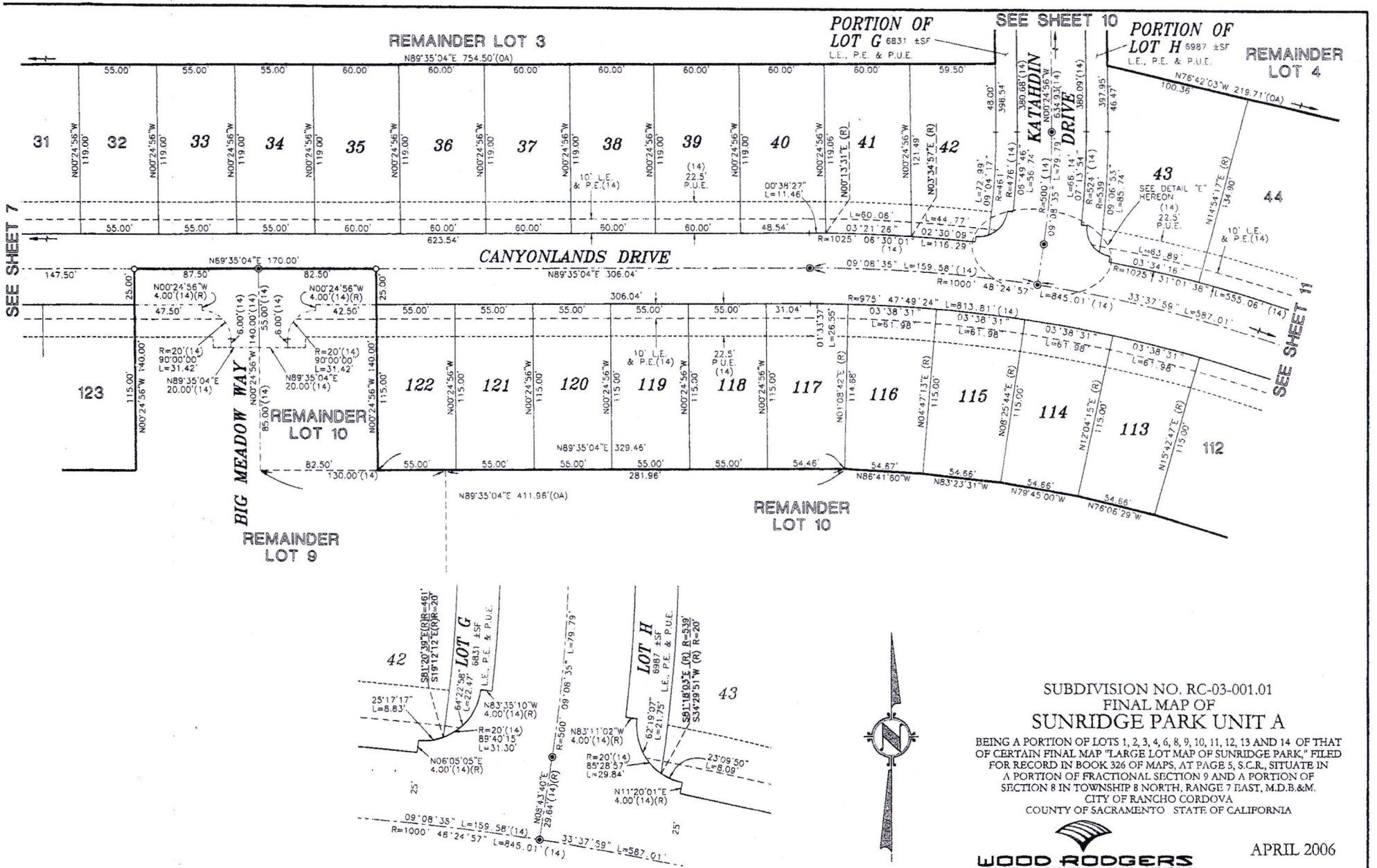
BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.

1279.015



DETAIL "E"
SCALE: 1" = 20'

0 20 40 80
SCALE: 1"=40'

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.

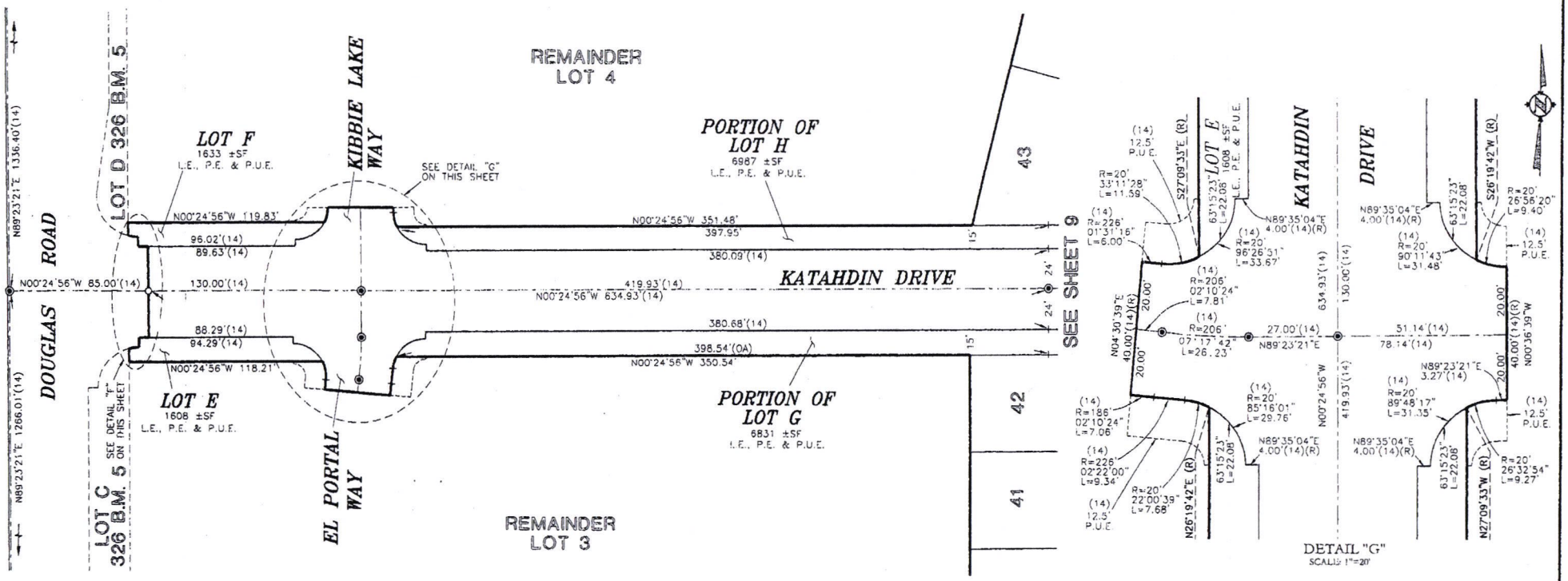
SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

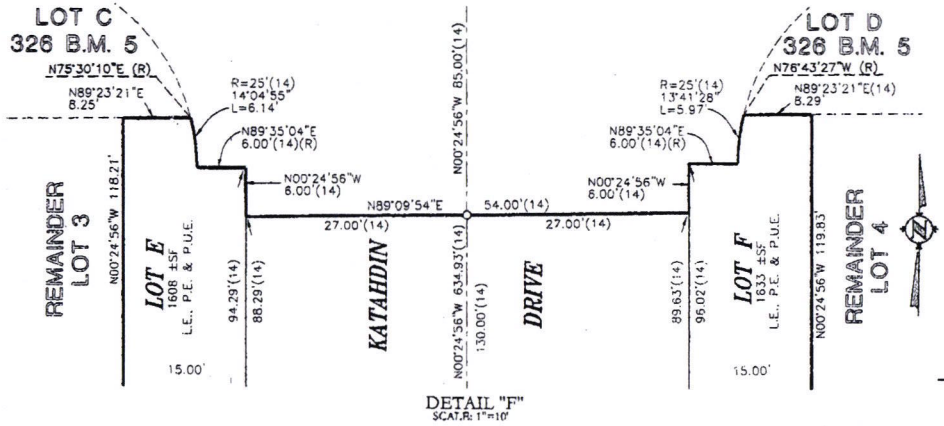
BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

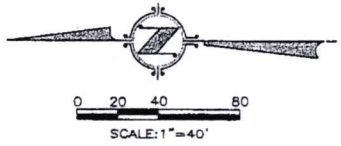
APRIL 2006

1279.015





DETAIL "F"
SCALE: 1"=10'



SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.

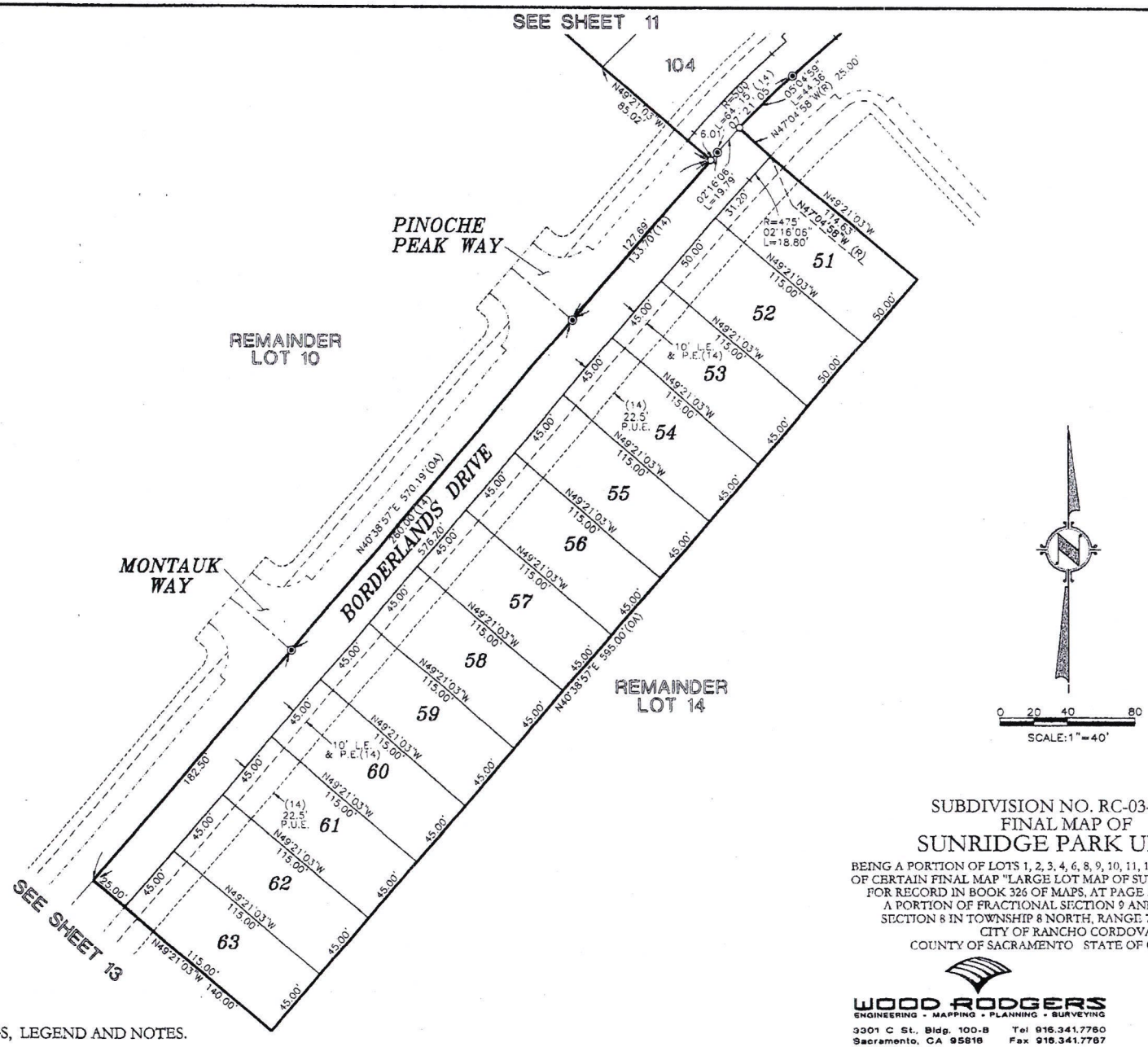
SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

1279.015



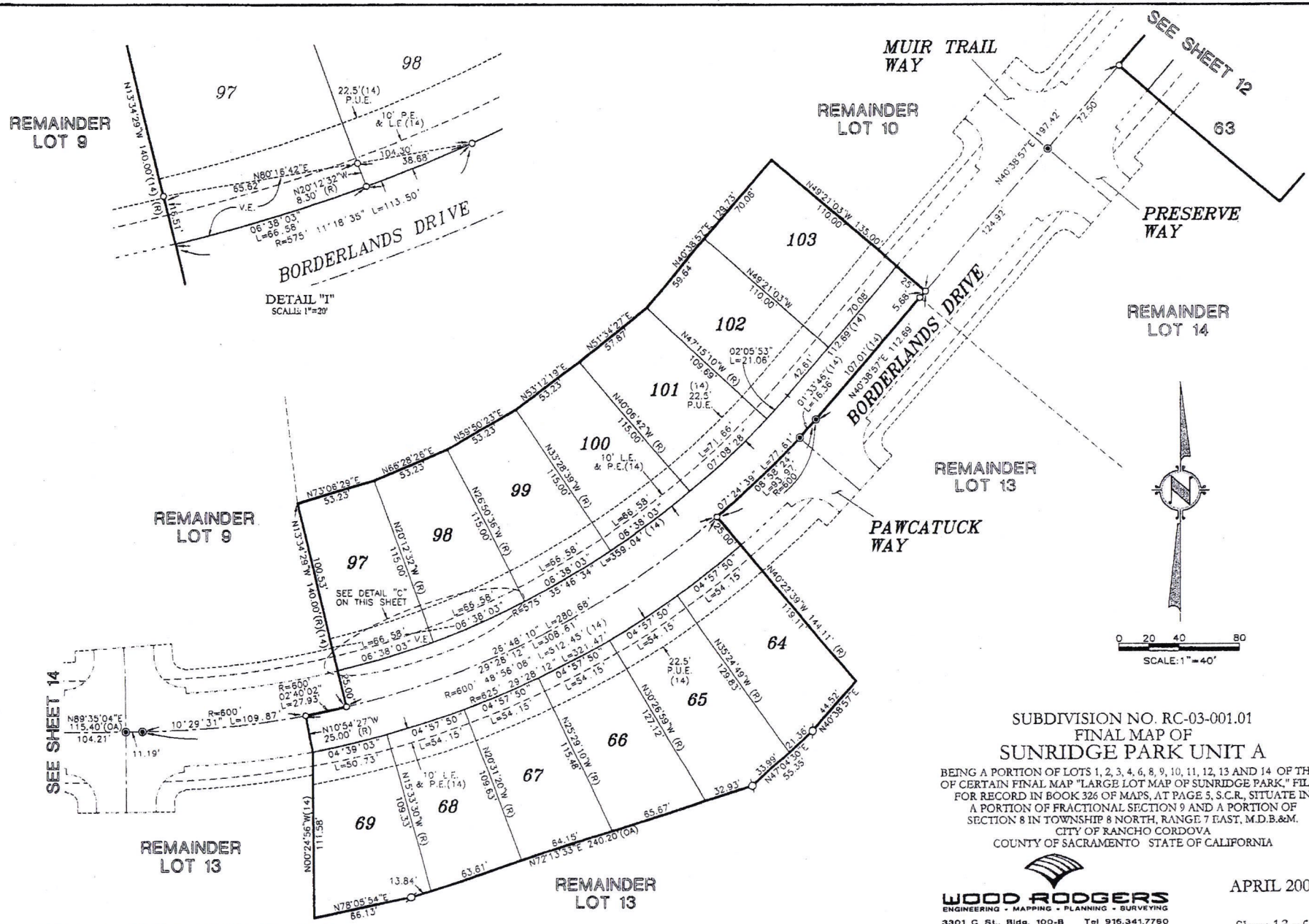
SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.



SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

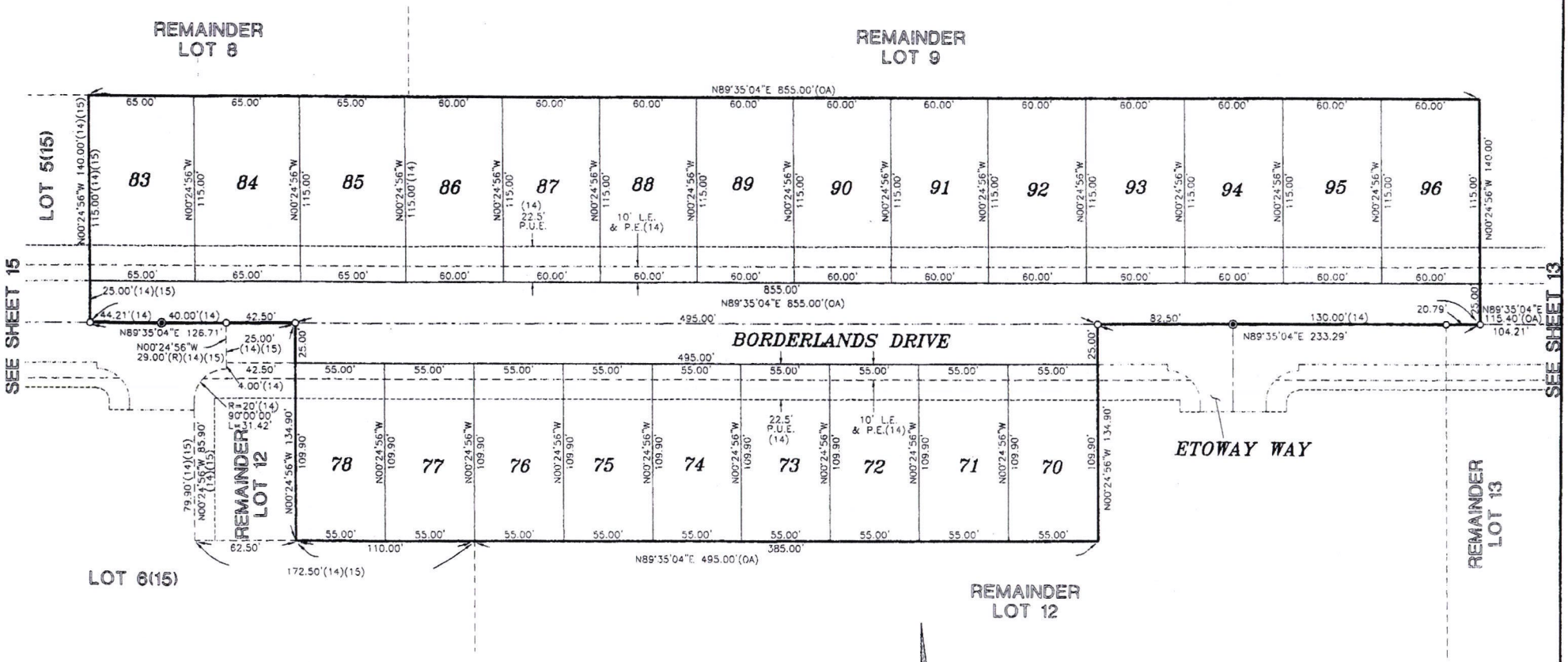
BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

1279.015

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.





SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

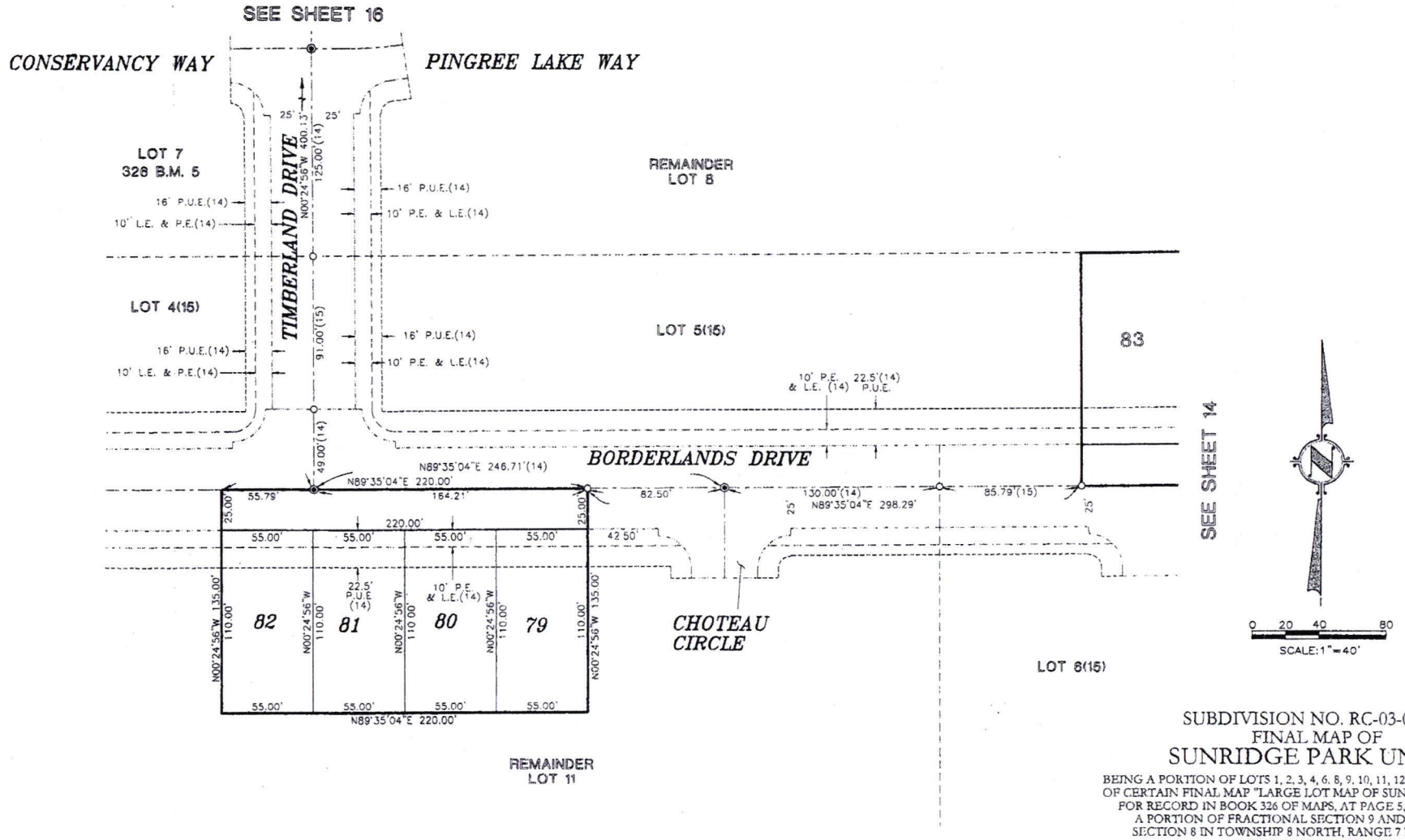
BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.

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

APRIL 2006

1279.015



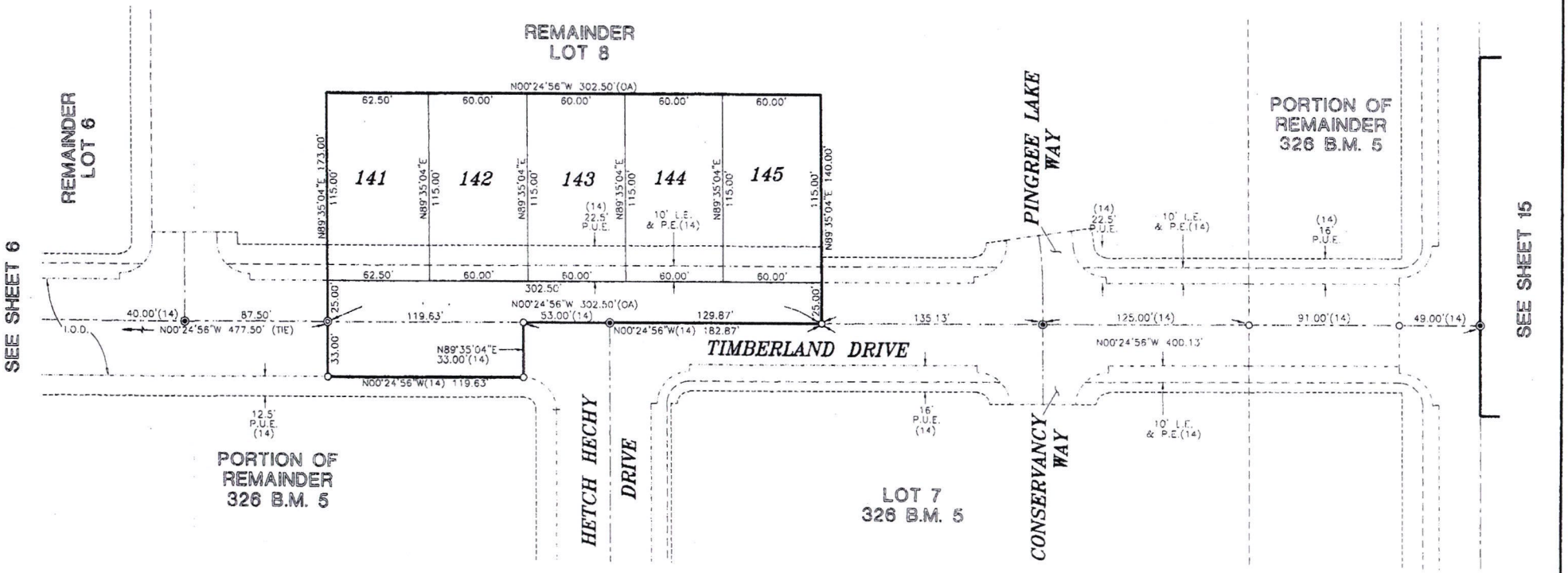
SUBDIVISION NO. RC-03-001.01
FINAL MAP OF
SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.



0 20 40 80

SCALE: 1"=40'

SUBDIVISION NO. RC-03-001.01

FINAL MAP OF

SUNRIDGE PARK UNIT A

BEING A PORTION OF LOTS 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13 AND 14 OF THAT OF CERTAIN FINAL MAP "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 8 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND AND NOTES.
SEE SHEET 4 FOR REFERENCES.

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

APRIL 2006

1279.015

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 45-2006 APPROVING SUBDIVISION NO. RC-03-001.01A FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 1A AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 45-2006 (Attachment 1)** approving the subdivision titled "Final Map Sunridge Park Village No. 1A", consisting of 20 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with Woodside Bella Brisa Inc., a California Corporation and the recording of the final subdivision map creating 20 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on January 20, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 2175188 with Insurance Company of the West in the amount of $219,200.00. Bond No. 2175188 with Insurance Company of the West in the amount of $109,600.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured with the Sacramento County Tax Collector.

AGENDA ITEM # 24

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 45-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 45-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-100.01A FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 1A

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Woodside Bella Brisa Inc., a California Corporation** and the subdivision designated as **Subdivision No. RC-03-001.01A Final Map of Sunridge Park Village No. 1A** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **WOODSIDE BELLA BRISAS, INC., A CALIFORNIA CORPORATION** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **SUNRIDGE PARK VILLAGE NO. 1A**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee**. Principal acknowledges that the City is in the process of adopting one or more fees and/or financing mechanisms in order to implement provisions of the Sunridge Specific Plan, and that as of the time of recordation of the Final Map, these fees and/or financing mechanisms are not yet in effect. Principal acknowledges and agrees that with the exception of model homes, no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that

the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof,

regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. **Improvement Security**. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary

to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **(Two Hundred Nineteen Thousand Two Hundred Dollars and no/100) $219,200.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful

performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. County Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City

shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

22. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. Time. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL

WOODSIDE BELLA BRISAS, INC.,
A CALIFORNIA CORPORATION

By: _____
Principal, RANDY FEIN, SECRETARY

a:\im_sec.agr

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

On MARCH 28, 2006 before me, BRON LEATHAM, NOTARY PUBLIC

DATE

Personally appeared, RANDY FEIN

personally known to me (or 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.

WITNESS my hand and official seal.

BRON LEATHAM
COMM. #1491876
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. May 25, 2008

_____ (SEAL)
NOTARY PUBLIC SIGNATURE

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____

DATE

Personally appeared, _____

personally known to me (or 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.

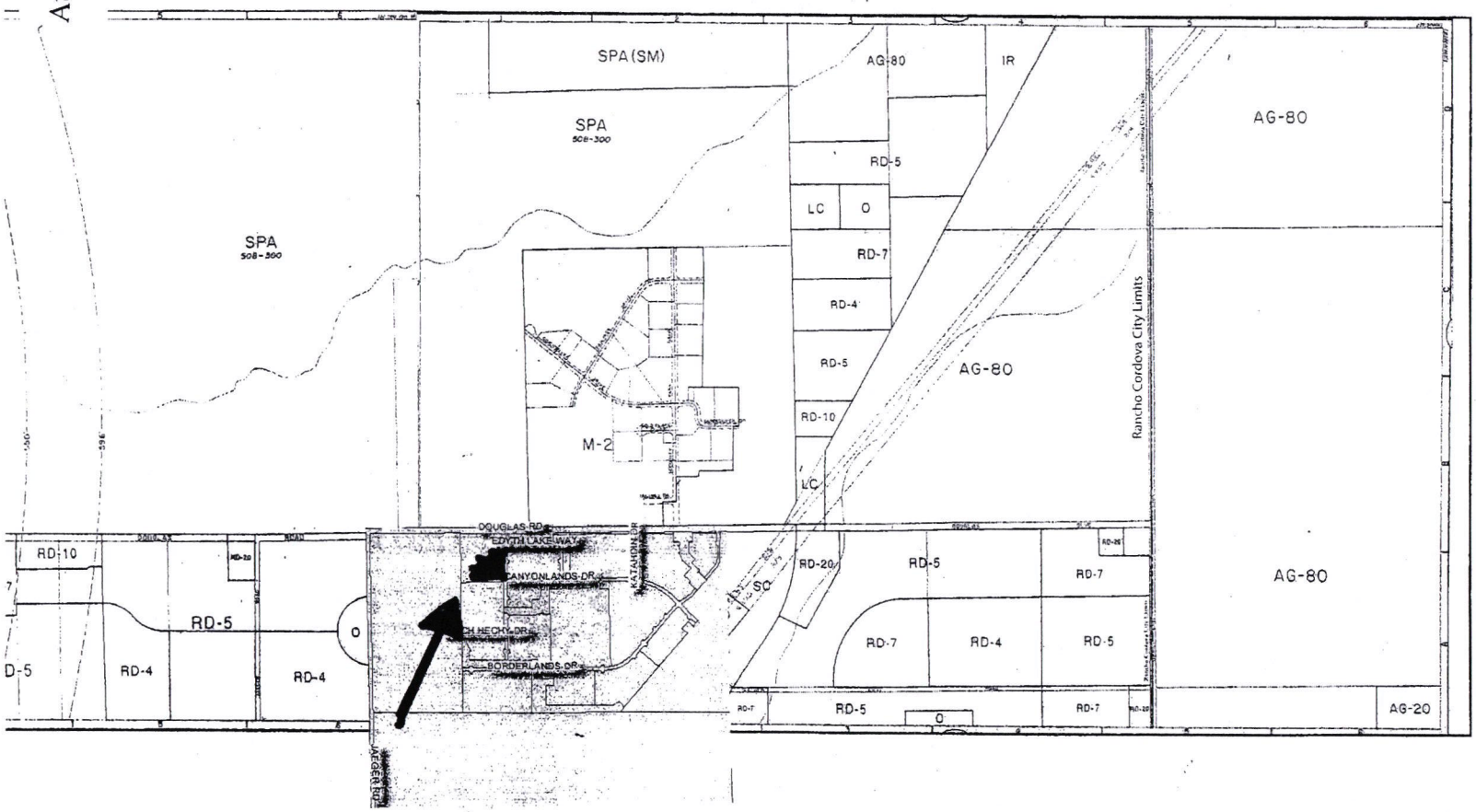
WITNESS my hand and official seal.

_____ (SEAL)
NOTARY PUBLIC SIGNATURE

SUNRIDGE PARK VILLAGE NO. 1A

Attachment 3

ZONING MAP



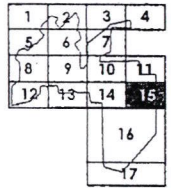
AG-20	Permanent Agriculture - minimum 20 acres
AG-80	Permanent Agriculture - minimum 80 acres
A-2	Interim Agricultural
A-5	Interim Agricultural
AR-1	Agricultural-Residential
AR-2	Agricultural-Residential
AR-5	Agricultural-Residential
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
PQP	Public/Quasi-Public
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Town Commercial
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
RMPOZ	Rio Del Oro Residential
O	Recreation
(SPA)	Special Planning Area
(F)	Road Combining Land Use
(SW)	Surface Water Combining

AMENDED

Case/Authorized	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 1A AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVE AND WAY SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE DRIVE AND WAY SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), OR TWENTY-TWO AND ONE HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC DRIVE AND WAY SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

C. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS (L.E.).

WOODSIDE BELLA BRISAS, INC.,
A CALIFORNIA CORPORATION

_____ DATE: _____
NAME:
TITLE:

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____ ☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PLEASANT VALLEY INVESTMENTS LC, A NEVADA LIMITED LIABILITY COMPANY ON DECEMBER 5, 2003. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 31, 2006
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF SUNRIDGE PARK VILLAGE NO. 1A, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC DRIVE AND WAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____ _____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

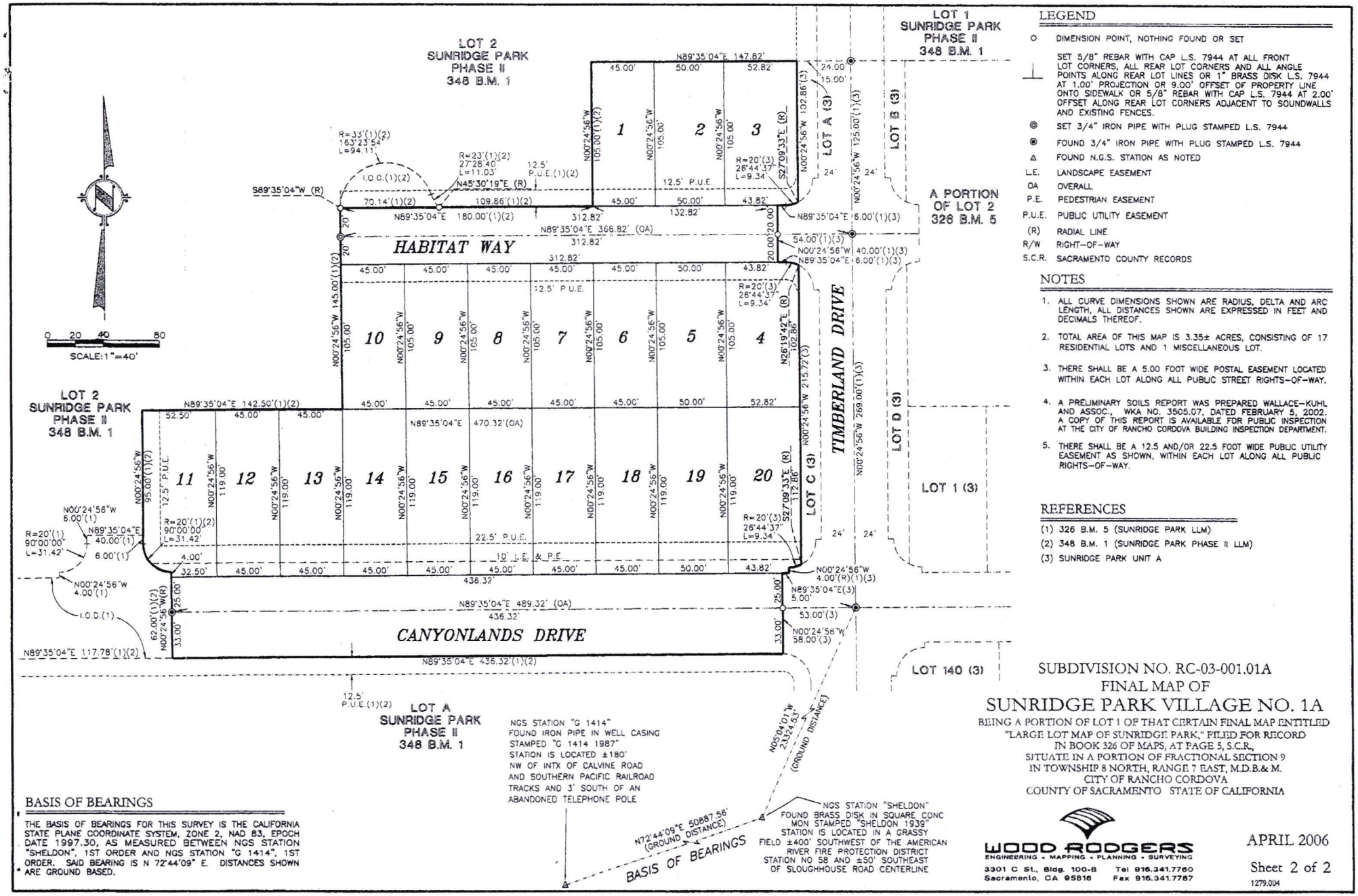
BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-001.01A
FINAL MAP OF
SUNRIDGE PARK VILLAGE NO. 1A
BEING A PORTION OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.& M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

1279.004



LEGEND

o	DIMENSION POINT, NOTHING FOUND OR SET
⊥	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1.00' PROJECTION OR 9.00' OFFSET OF PROPERTY LINE ONTO SIDEWALK OR 5/8" REBAR WITH CAP L.S. 7944 AT 2.00' OFFSET ALONG REAR LOT CORNERS ADJACENT TO SOUNDWALLS AND EXISTING FENCES.
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
△	FOUND N.G.S. STATION AS NOTED
L.E.	LANDSCAPE EASEMENT
OA	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
R/W	RIGHT-OF-WAY
S.C.R.	SACRAMENTO COUNTY RECORDS

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 3.35± ACRES, CONSISTING OF 17 RESIDENTIAL LOTS AND 1 MISCELLANEOUS LOT.
3. THERE SHALL BE A 5.00 FOOT WIDE POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL PUBLIC STREET RIGHTS-OF-WAY.
4. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 3505.07, DATED FEBRUARY 5, 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
5. THERE SHALL BE A 12.5 AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN, WITHIN EACH LOT ALONG ALL PUBLIC RIGHTS-OF-WAY.

REFERENCES

(1) 326 B.M. 5 (SUNRIDGE PARK LLM)
(2) 348 B.M. 1 (SUNRIDGE PARK PHASE II LLM)
(3) SUNRIDGE PARK UNIT A

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON", 1ST ORDER AND NGS STATION "G 1414", 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN * ARE GROUND BASED.

NGS STATION "G 1414"
FOUND IRON PIPE IN WELL CASING
STAMPED "G 1414 1987"
STATION IS LOCATED ±180'
NW OF INTX OF CALVINE ROAD
AND SOUTHERN PACIFIC RAILROAD
TRACKS AND 3' SOUTH OF AN
ABANDONED TELEPHONE POLE

N05°04'01"W 2324.53' (GROUND DISTANCE)

N72°44'09"E 50887.56' (GROUND DISTANCE)

BASIS OF BEARINGS

NGS STATION "SHELDON"
FOUND BRASS DISK IN SQUARE CONC
MON STAMPED "SHELDON 1939"
STATION IS LOCATED IN A GRASSY
FIELD ±400' SOUTHWEST OF THE AMERICAN
RIVER FIRE PROTECTION DISTRICT
STATION NO 58 AND ±50' SOUTHEAST
OF SLOUGHHOUSE ROAD CENTERLINE

SUBDIVISION NO. RC-03-001.01A
FINAL MAP OF
SUNRIDGE PARK VILLAGE NO. 1A

BEING A PORTION OF LOT 1 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.& M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

1279.004

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 46-2006 APPROVING SUBDIVISION NO. RC-03-001.03 FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 3 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 46-2006 (Attachment 1)** approving the subdivision titled "Final Map Sunridge Park Village No. 3", consisting of 67 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with Rancho 80 LLC, a California Limited Liability Company and the recording of the final subdivision map creating 67 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on January 20, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. 90% of the required improvements have been completed. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 0425674 with International Fidelity Insurance Company in the reduced amount of $81,255.00. Bond No. 0425674 with International Fidelity Insurance Company in the amount of $270,850.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured with the Sacramento County Tax Collector.

AGENDA ITEM # 25

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 46-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 46-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-100.03 FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 3

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Rancho 80 LLC, a California Limited Liability Company** and the subdivision designated as **Subdivision No. RC-03-001.03 Final Map of Sunridge Park Village No. 3** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

CON 37-2006

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and RANCHO 80 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY(hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated North **Sunridge Park Village 3,** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

7. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final

subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

8. Notice of Commencement of Work. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

9. Correction of Defects. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

10. Indemnity. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

11. Extension of Completion Date. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

12. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq.

of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **FIVE HUNDRED FOURTY ONE THOUSAND SEVEN HUNDRED DOLLARS & NO/100 $541,700.00.** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

13. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required

by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

14. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

15. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in

interest.

16. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

17. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

18. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

19. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

20. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

21. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

22. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

23. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

24. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY (SEAL)

ATTEST:_____
Clerk of the City Council

PRINCIPAL

Syncon Homes of California, Inc., a CA Corporation

It's Manager

By _____
JIM MC DONOUGH

It's Corporate V.P. of Land

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On MARCH 7, 2006 before me, LISA STILES

DATE

Personally appeared, JIM MC DONOUGH

personally known to me (or 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.

WITNESS my hand and official seal.

LISA STILES
COMM. #1459581
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
My Comm. Expires Jan. 29, 2008

_____ (SEAL)
NOTARY PUBLIC SIGNATURE

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____

DATE

Personally appeared, _____

personally known to me (or 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.

WITNESS my hand and official seal.

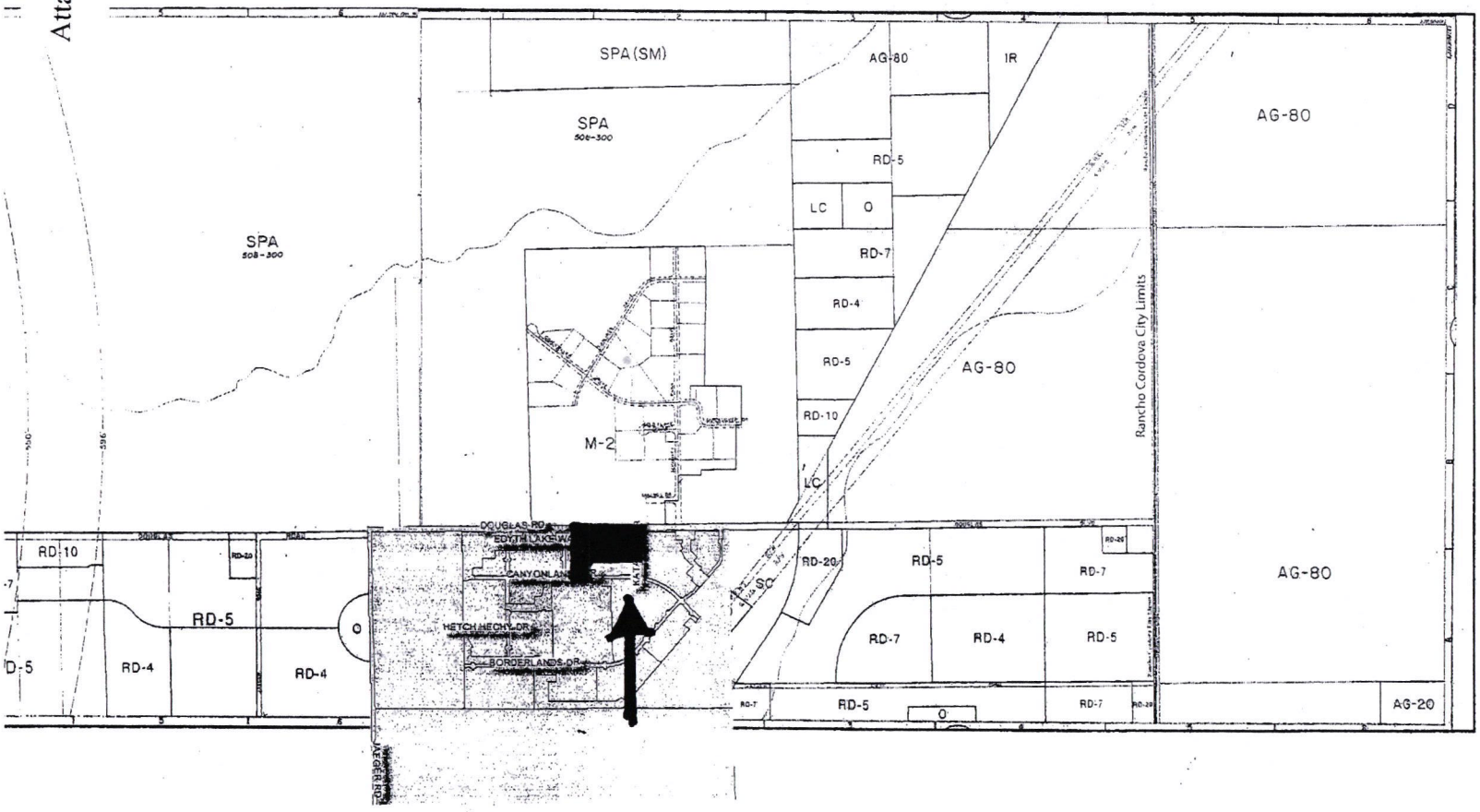
_____ (SEAL)

NOTARY PUBLIC SIGNATURE

SUNRIDGE PARK VILLAGE NO. 3

Attachment 3

ZONING MAP



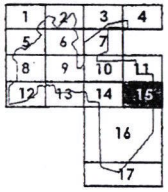
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agriculture
AG(I)	Interim Agriculture
AR-1	Agricultural-residential
AG(R)	Agricultural-residential
AE-5	Agricultural-residential
AR(I)	Agriculture - residential
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
R-M	Mobile Home Park
AC	Auto Commercial
CB	Business Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Town Commercial
AC	Auto Commercial
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
O	Recreation
SPA	Special Planning Area
[F]	Road Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Numbers	

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 4

WNER'S STATEMENT

: UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION THIS FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 3 AND OFFERS FOR ICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC CLE, DRIVE AND WAY SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION) DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC CIRCLE, DRIVE AND WAY SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC CIRCLE, DRIVE AND WAY SHOWN HEREON, AND DESIGNATED PUBLIC UTILITY EASEMENT." (P.U.E.)

C. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

RANCHO 80 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY SYNCON HOMES OF CALIFORNIA, INC., A CA CORPORATION

_____ DATE: _____
JIM MCDONOUGH
CORPORATE VICE PRESIDENT OF LAND

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____ ☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

TRUSTEE'S STATEMENT

PLACER TITLE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED MARCH 22, 2004, IN BOOK 20040322, AT PAGE 0321, OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY:_____

_____
PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____ ☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RANCHO 880 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON DECEMBER 5, 2003. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 . EXP. 12-31-07

MARCH 31, 2006
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF SUNRIDGE PARK VILLAGE NO. 3, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC CIRCLE, DRIVE AND WAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____ _____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-001.03
FINAL MAP OF
SUNRIDGE PARK VILLAGE NO. 3

BEING A PORTION OF LOT 3 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

LEGEND

o	DIMENSION POINT, NOTHING FOUND OR SET
⊥o	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1.00' PROJECTION OR 9.00' OFFSET OF PROPERTY LINE ONTO SIDEWALK OR 5/8" REBAR WITH CAP L.S. 7944 AT 2.00' OFFSET ALONG REAR LOT CORNERS ADJACENT TO SOUNDWALLS AND EXISTING FENCES.
⊚	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944(1)
△	FOUND NGS STATION AS NOTED
L.E.	LANDSCAPE EASEMENT
OA	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
R/W	RIGHT-OF-WAY
S.C.R.	SACRAMENTO COUNTY RECORDS
(X)	SHEET INDEX

REFERENCES

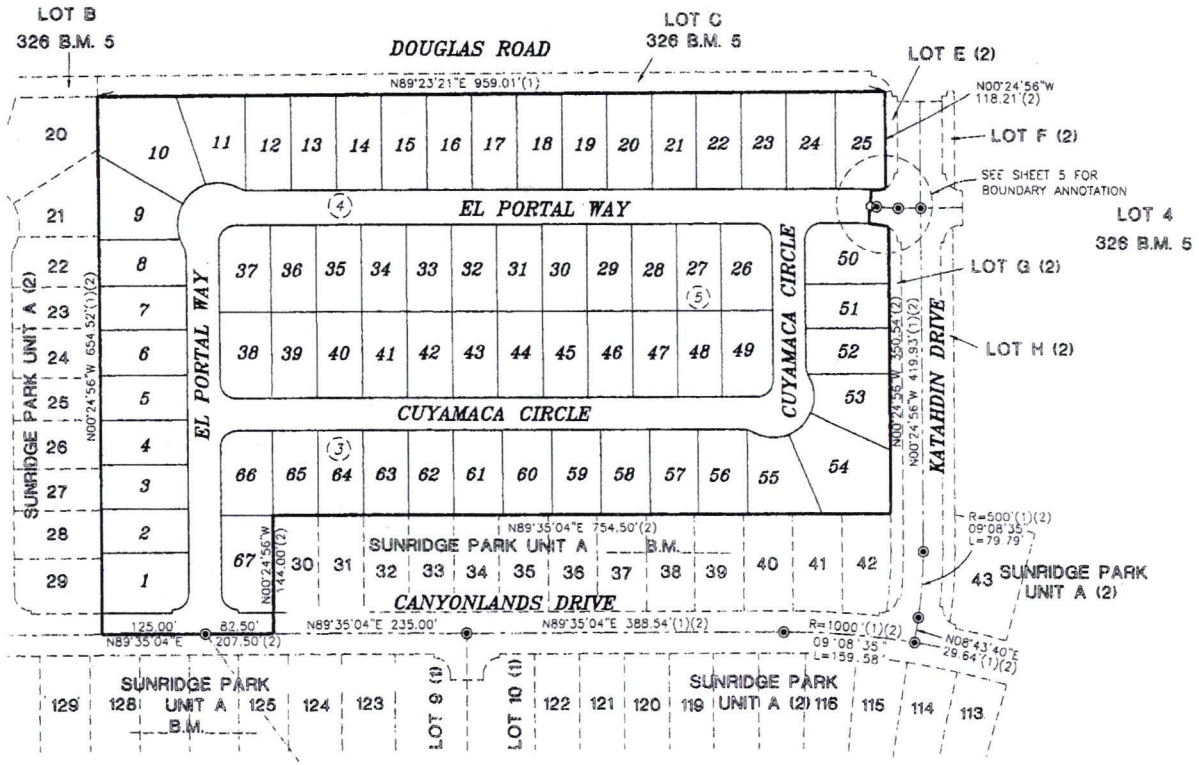
(1) 326 B.M. 5 (SUNRIDGE PARK LLM)
(2) SUNRIDGE PARK UNIT A

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 11.968± ACRES, CONSISTING OF 67 RESIDENTIAL LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16.0, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT, AS SHOWN, WITHIN EACH LOT ALONG ALL PUBLIC STREET RIGHTS-OF-WAY.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO.3505.07, DATED FEB. 5, 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON", 1ST ORDER AND NGS STATION "G 1414", 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.



SUBDIVISION NO. RC-03-001.03

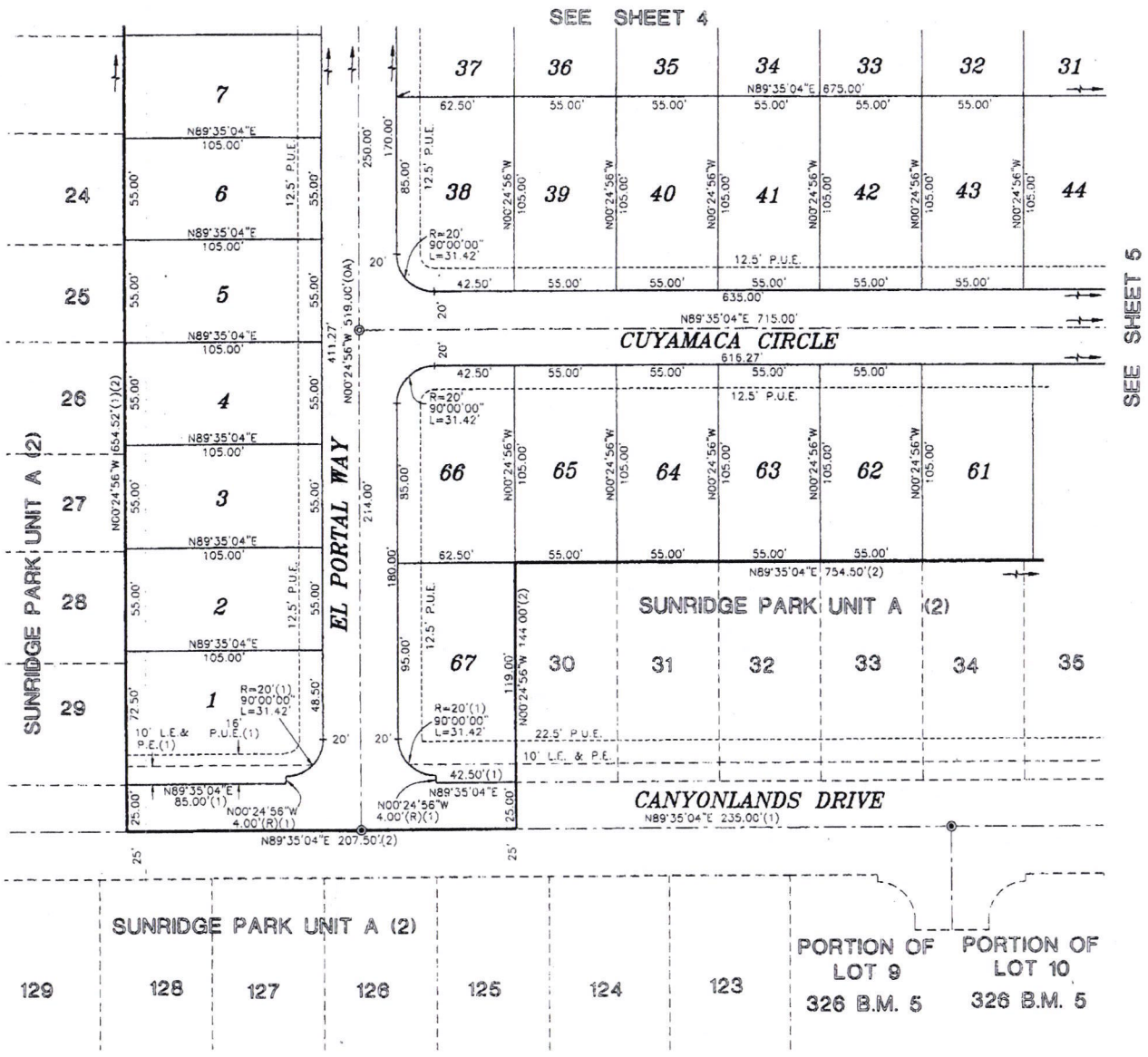
FINAL MAP OF

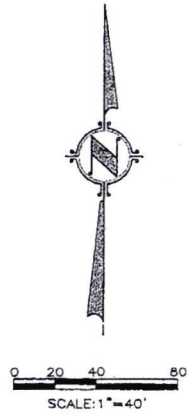
SUNRIDGE PARK VILLAGE NO. 3

BEING A PORTION OF LOT 3 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006





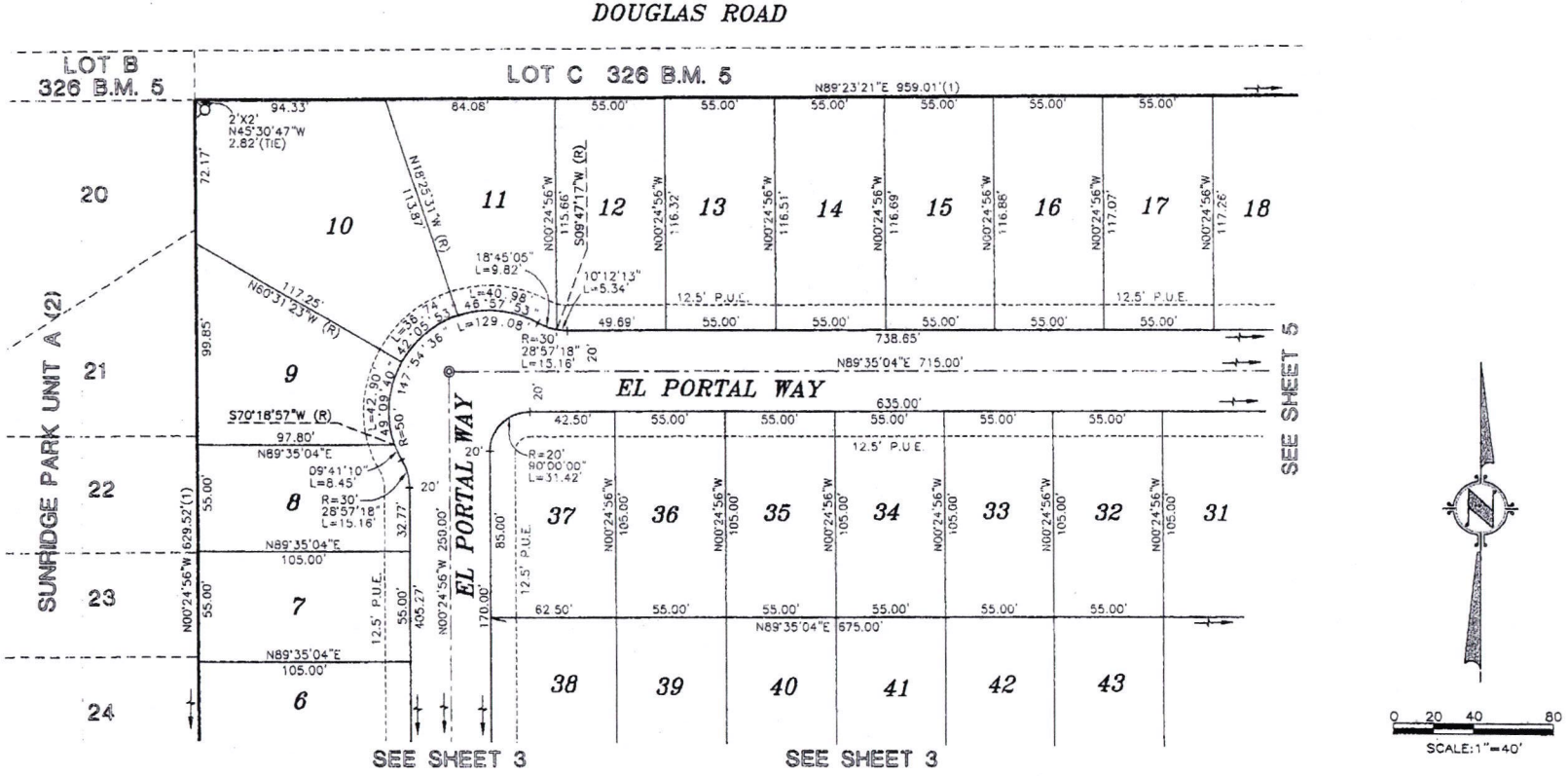
SUBDIVISION NO. RC-03-001.03
FINAL MAP OF
SUNRIDGE PARK VILLAGE NO. 3

BEING A PORTION OF LOT 3 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



SUBDIVISION NO. RC-03-001.03

FINAL MAP OF

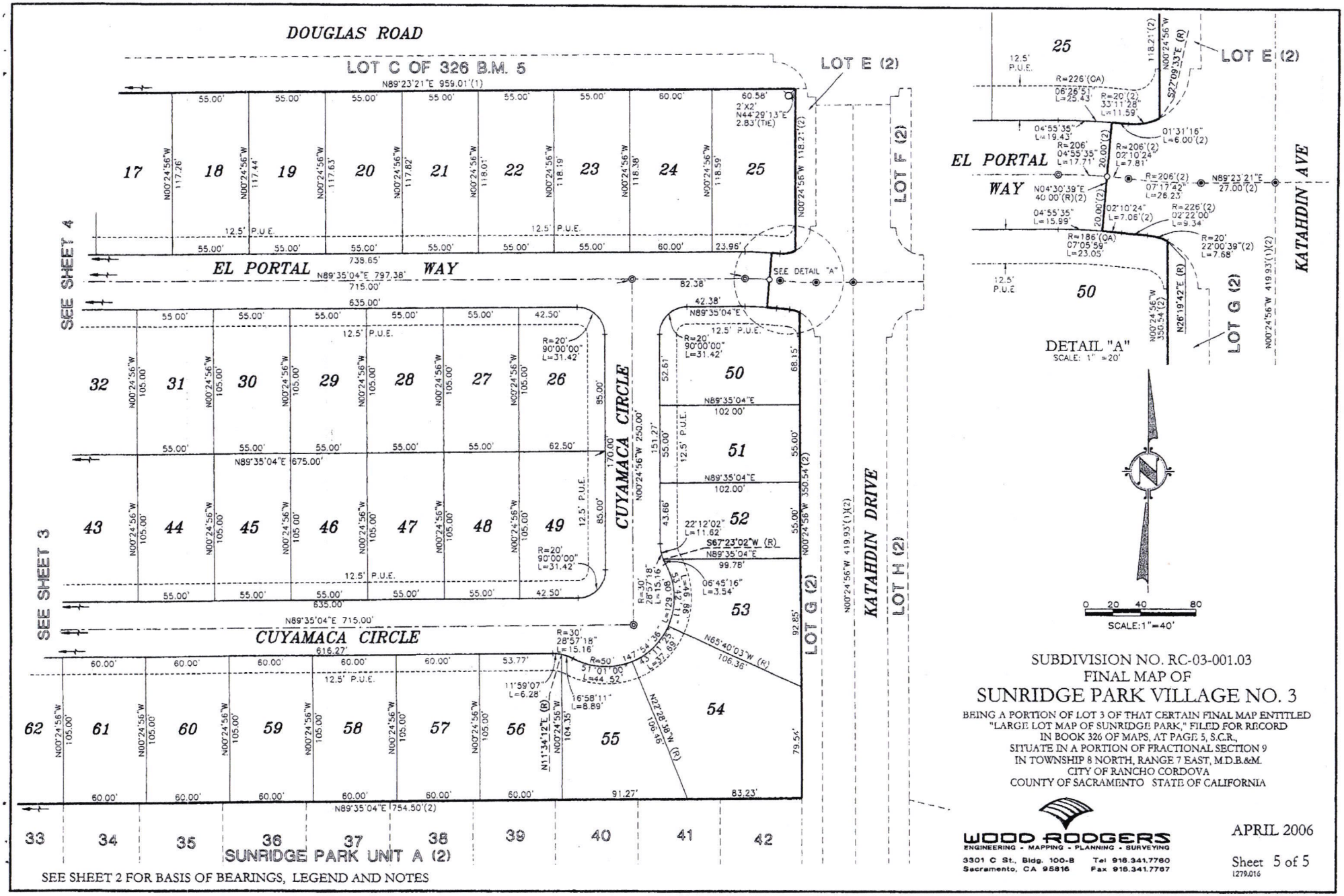
SUNRIDGE PARK VILLAGE NO. 3

BEING A PORTION OF LOT 3 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



SUBDIVISION NO. RC-03-001.03

FINAL MAP OF

SUNRIDGE PARK VILLAGE NO. 3

BEING A PORTION OF LOT 3 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

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

APRIL 2006

L279.016

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 47-2006 APPROVING SUBDIVISION NO. RC-03-001.04A FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 4A AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 47-2006 (Attachment 1)** approving the subdivision titled "Final Map Sunridge Park Village No. 4A", consisting of 55 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with Woodside Mariposa Inc., a California Corporation and the recording of the final subdivision map creating 55 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on January 20, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 2175189 with Insurance Company of the West in the amount of $760,900.00. Bond No. 2175189 with Insurance Company of the West in the amount of $380,450.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured with the Sacramento County Tax Collector.

AGENDA ITEM # 26

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 47-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 47-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-100.04A FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 4A

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Woodside Mariposa Inc., a California Corporation** and the subdivision designated as **Subdivision No. RC-03-001.04A Final Map of Sunridge Park Village No. 4A** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT CON 38-2006

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **WOODSIDE MARIPOSA, INC., A CALIFORNIA CORPORATION** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **SUNRIDGE PARK VILLAGE NO. 4A**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee**. Principal acknowledges that the City is in the process of adopting one or more fees and/or financing mechanisms in order to implement provisions of the Sunridge Specific Plan, and that as of the time of recordation of the Final Map, these fees and/or financing mechanisms are not yet in effect. Principal acknowledges and agrees that with the exception of model homes, no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that

the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof,

regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. **Improvement Security**. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary

to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **Seven Hundred Sixty Thousand Nine Hundred Dollars and no/100 $760,900.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful

performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. **Execution By Real Party In Interest**. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. **Waiver of Civil Code Section 2819**. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. **County Construction of Improvements**. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. **Interest**. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. **Attorneys' Fees**. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City

shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. **Amendments**. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

22. **Entire Agreement**. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY (SEAL)

ATTEST:_____
Clerk of the City Council

PRINCIPAL

WOODSIDE MARIPOSA, INC.
A CALIFORNIA CORPORATION

By_____
Principal, RANDY FEIN, SECRETARY

a:\lm_sec.agr

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

On MARCH 28, 2006 before me, BRON LEATHAM, NOTARY PUBLIC

DATE

Personally appeared, RANDY FEIN

personally known to me (or 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.

WITNESS my hand and official seal.

_____ (SEAL)
NOTARY PUBLIC SIGNATURE

BRON LEATHAM
COMM. #1491876
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. May 25, 2008

ESI1

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____

DATE

Personally appeared, _____

personally known to me (or 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.

WITNESS my hand and official seal.

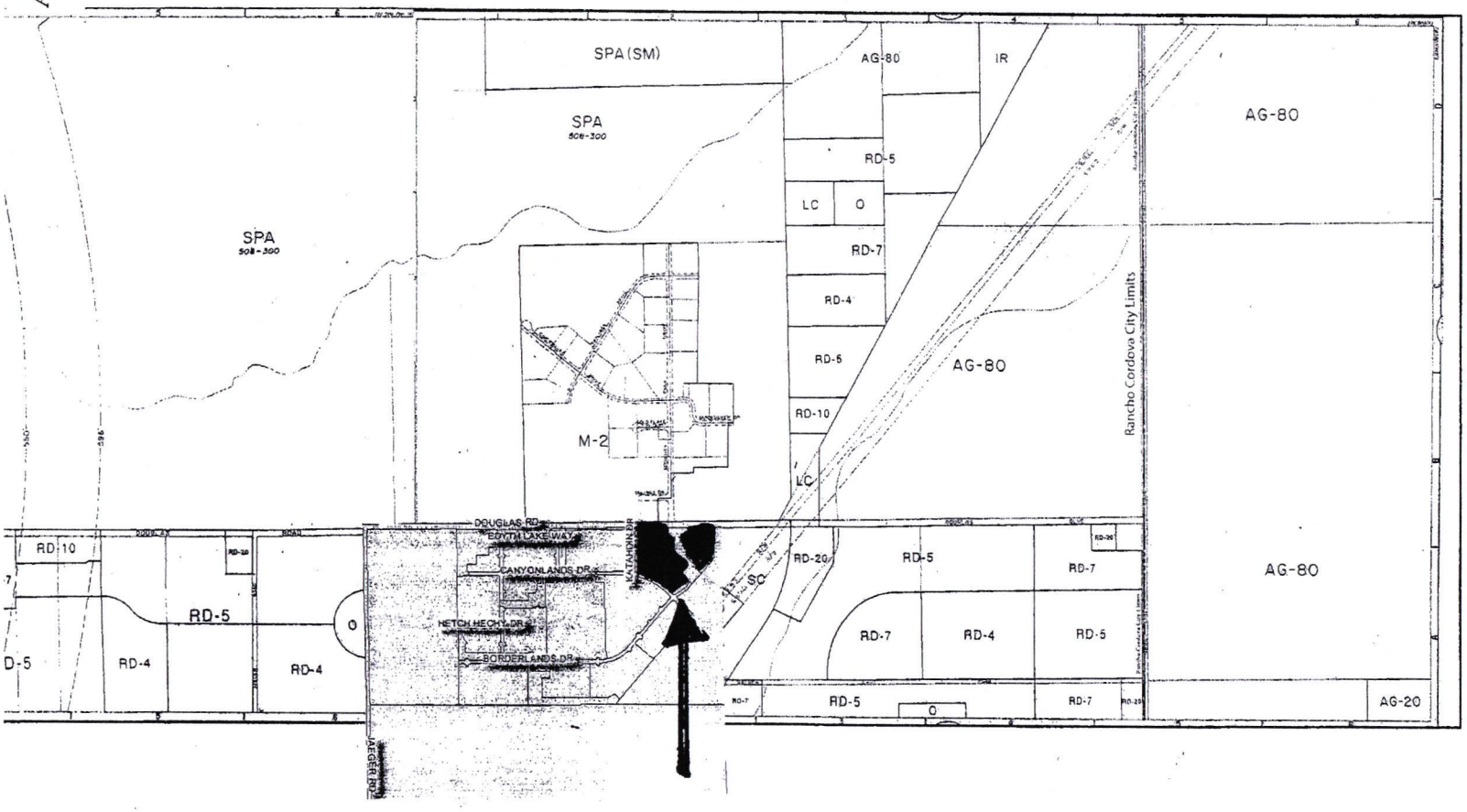
_____ (SEAL)
NOTARY PUBLIC SIGNATURE

STATE OF CALIFORNIA)

SUNRIDGE PARK VILLAGE NO. 4A

Attachment 3

ZONING MAP



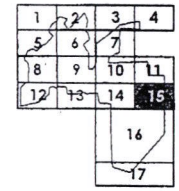
AG-20	Permanent agriculture - minimum 20 acres
A-2	Interim Agricultural
AR-1	Agricultural-residential
AR-5	Agricultural-residential
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-5	Single Family Residential
RD-10	Single Family Residential
RD-20	Multiple Family Residential maximum density 20 dwelling units
AC	Auto Commercial
GC	General Commercial
SC	Shopping Center
M-1	Light Industrial
M-2	Industrial
MP	Industrial-Office Park
O	Recreation
(SPA)	Special Planning Area
(R)	Road Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Ordinance Number	Date Adopted

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF SUNRIDGE PARK VILLAGE 4A AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC CIRCLE, DRIVE, PLACE AND WAY SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC CIRCLE, DRIVE, PLACE AND WAY SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), OR SIXTEEN (16) FEET IN WIDTH, AND CONTIGUOUS TO THE PUBLIC CIRCLE, DRIVE, PLACE AND WAY SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

C. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS (L.E.).

WOODSIDE MARIPOSA, INC.,
A CALIFORNIA CORPORATION

_____ DATE: _____

NAME:
TITLE:

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____ ☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PLEASANT VALLEY INVESTMENTS LC, A NEVADA LIMITED LIABILITY COMPANY ON DECEMBER 5, 2003. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
No. 7944
Exp. 12-31-07
STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 31, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF SUNRIDGE PARK VILLAGE NO. 4A, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC CIRCLE, DRIVE, PLACE AND WAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF AND CERTIFY TO THE ABANDONMENTS LISTED HEREON.

DATE: _____

_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-001.04A
FINAL MAP OF
SUNRIDGE PARK VILLAGE NO. 4A

BEING A PORTION OF LOTS 4 & 5 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

APRIL 2006

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

1279.011

Attachment 4

ES

CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC GTH ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND IMALS THEREOF.

IL AREA OF THIS MAP IS 15.75 ± ACRES CONSISTING OF RESIDENTIAL LOTS.

RE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED IIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.

RE SHALL BE A 12.5 AND/OR 16.0 FOOT WIDE PUBLIC UTILITY EASEMENT, AS SHOWN, WITHIN EACH LOT ALONG ALL PUBLIC STREET RIGHTS-OF-WAY.

5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO. 3505.07, DATED FEBRUARY 5, 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT

6. THE LAND SHOWN HEREON, BEING LOTS 4 & 5 OF 326 B.M. 5 IS HEREBY RESUBDIVIDED PURSUANT TO SUBDIVISION MAP ACT-SECTION 66499.20-1/2 AND THE FOLLOWING EASEMENTS, NOT SHOWN, ARE HEREBY ABANDONED:

   1. PUBLIC UTILITY EASEMENTS OVER LOTS 4 & 5 LYING 12.5 FEET ADJACENT TO, AND NORTHWESTERLY OF THE WESTERLY LINE OF BORDERLANDS DRIVE DEDICATED ON 326 B.M. 5, S.C.R.

   2. RIGHT OF WAY OF BORDERLANDS DRIVE AS DEDICATED ON SAID 326 B.M. 5, S.C.R.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON," 1ST ORDER AND NGS STATION "G 1414," 1ST ORDER. SAID BEARING IS N72°44'09"E. DISTANCES SHOWN ARE GROUND BASED.

LEGEND

o	DIMENSION POINT, NOTHING FOUND OR SET.
⊥	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1.00' PROJECTION OR 9.00' OFFSET OF PROPERTY LINE ONTO SIDEWALK OR 5/8" REBAR WITH CAP L.S. 7944 AT 2.00' OFFSET ALONG REAR LOT CORNERS ADJACENT TO SOUNDWALLS AND EXISTING FENCES.
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944 (1)
△	FOUND N.G.S. STATION AS NOTED
℄	CENTERLINE
I.O.D.	IRREVOCABLE OFFER OF DEDICATION
L.E.	LANDSCAPE EASEMENT
OA	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
S.C.R.	SACRAMENTO COUNTY RECORDS
V.E.	VISIBILITY EASEMENT
(X)	SHEET INDEX

REFERENCES

(1) 326 B.M. 5 (SUNRIDGE PARK L.L.M.)

(2) 348 B.M. 1 (SUNRIDGE PARK PHASE II L.L.M.)

SUBDIVISION NO. RC-03-001.04A

FINAL MAP OF

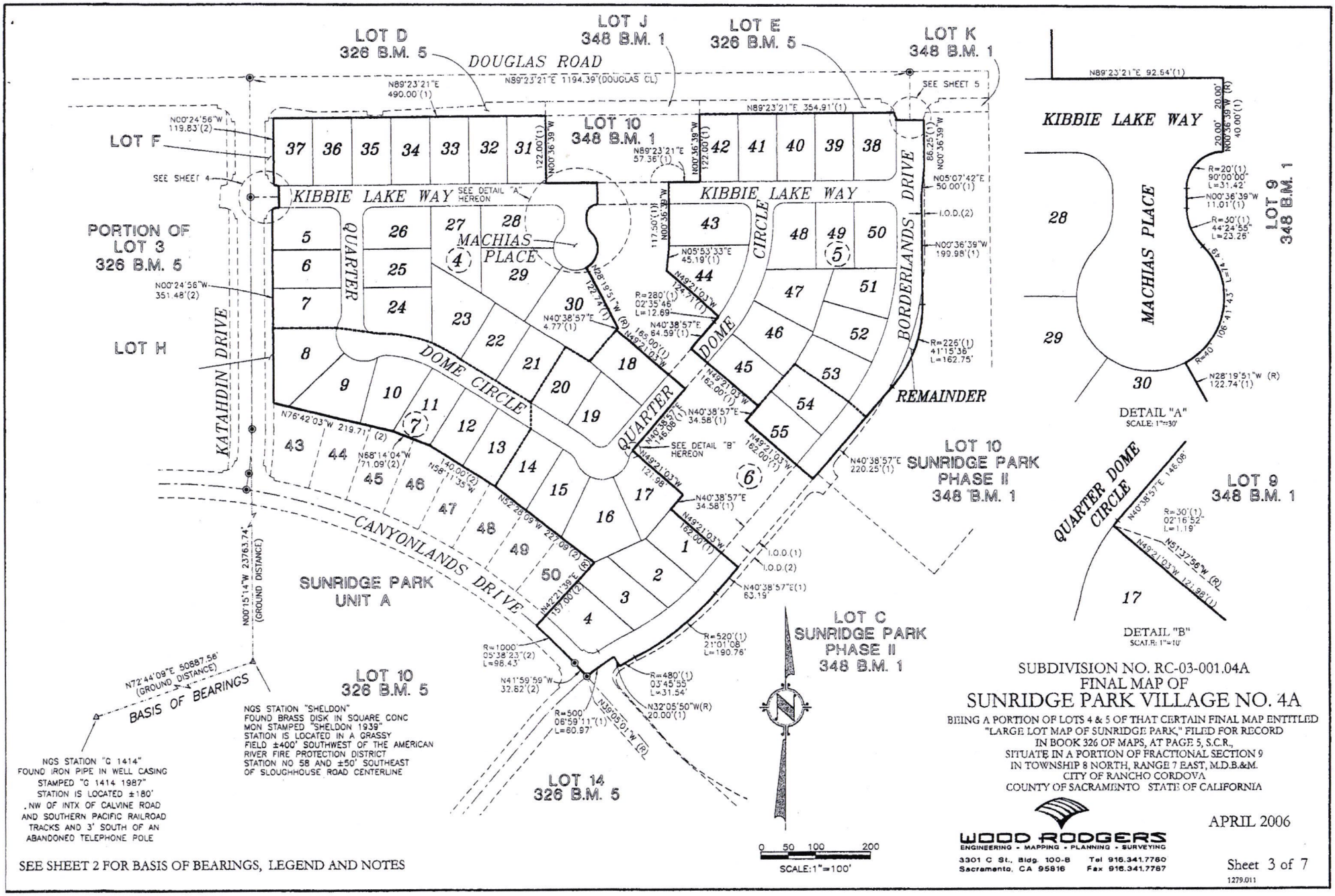
SUNRIDGE PARK VILLAGE NO. 4A

BEING A PORTION OF LOTS 4 & 5 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

APRIL 2006

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

1279.011



SUBDIVISION NO. RC-03-001.04A

FINAL MAP OF

SUNRIDGE PARK VILLAGE NO. 4A

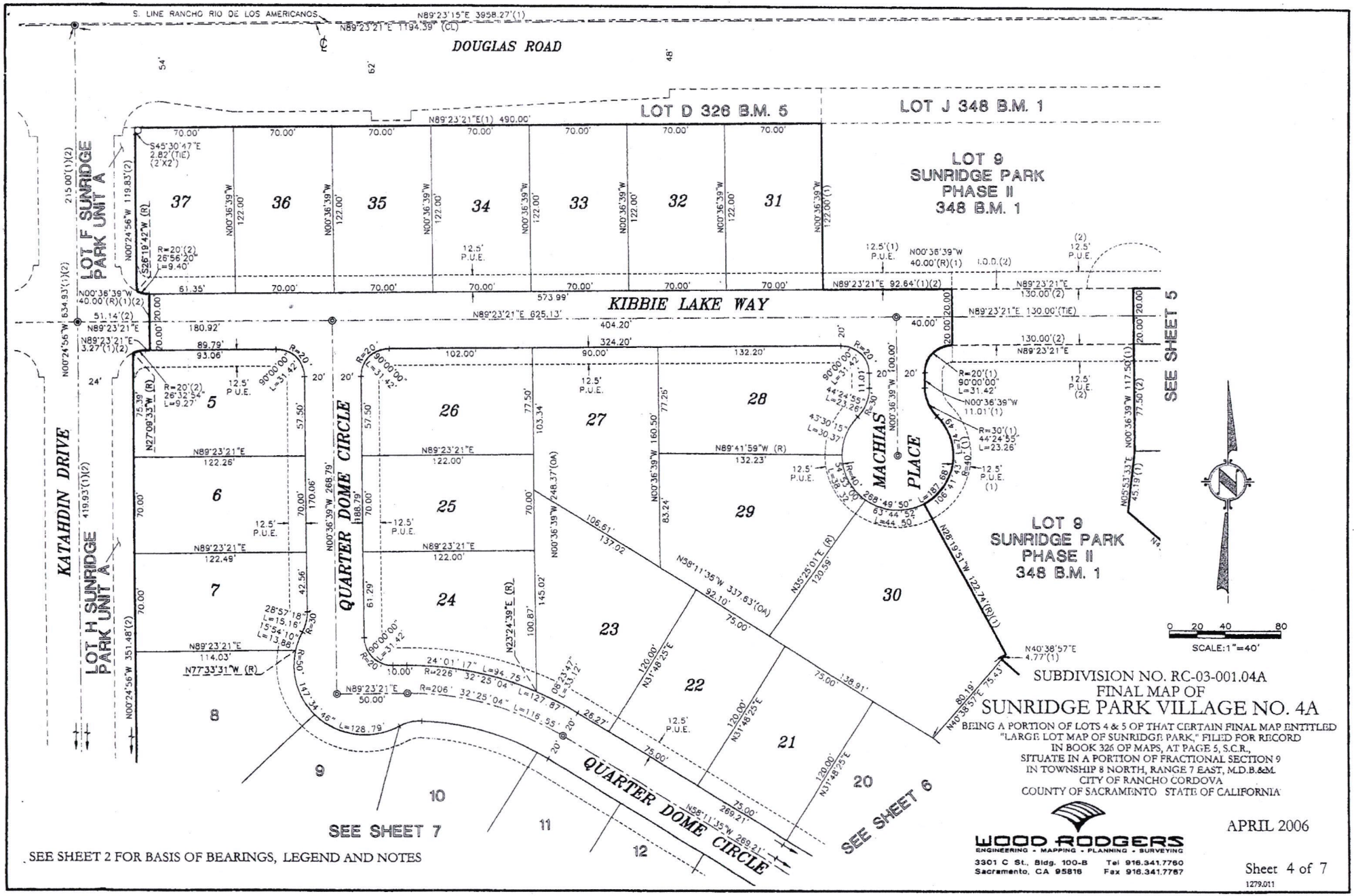
BEING A PORTION OF LOTS 4 & 5 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

1279.011



SUBDIVISION NO. RC-03-001.04A

FINAL MAP OF

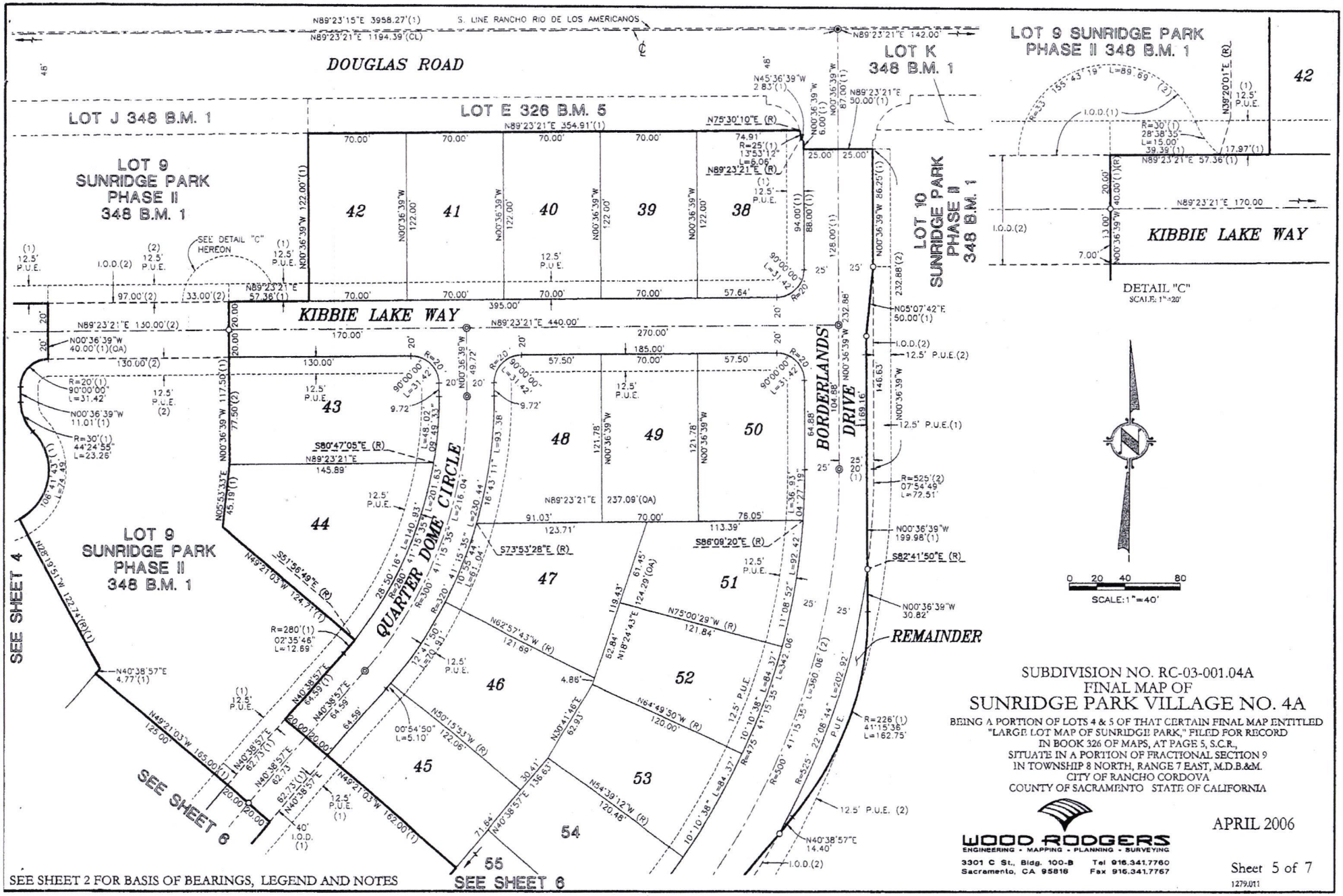
SUNRIDGE PARK VILLAGE NO. 4A

BEING A PORTION OF LOTS 4 & 5 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



SUBDIVISION NO. RC-03-001.04A

FINAL MAP OF

SUNRIDGE PARK VILLAGE NO. 4A

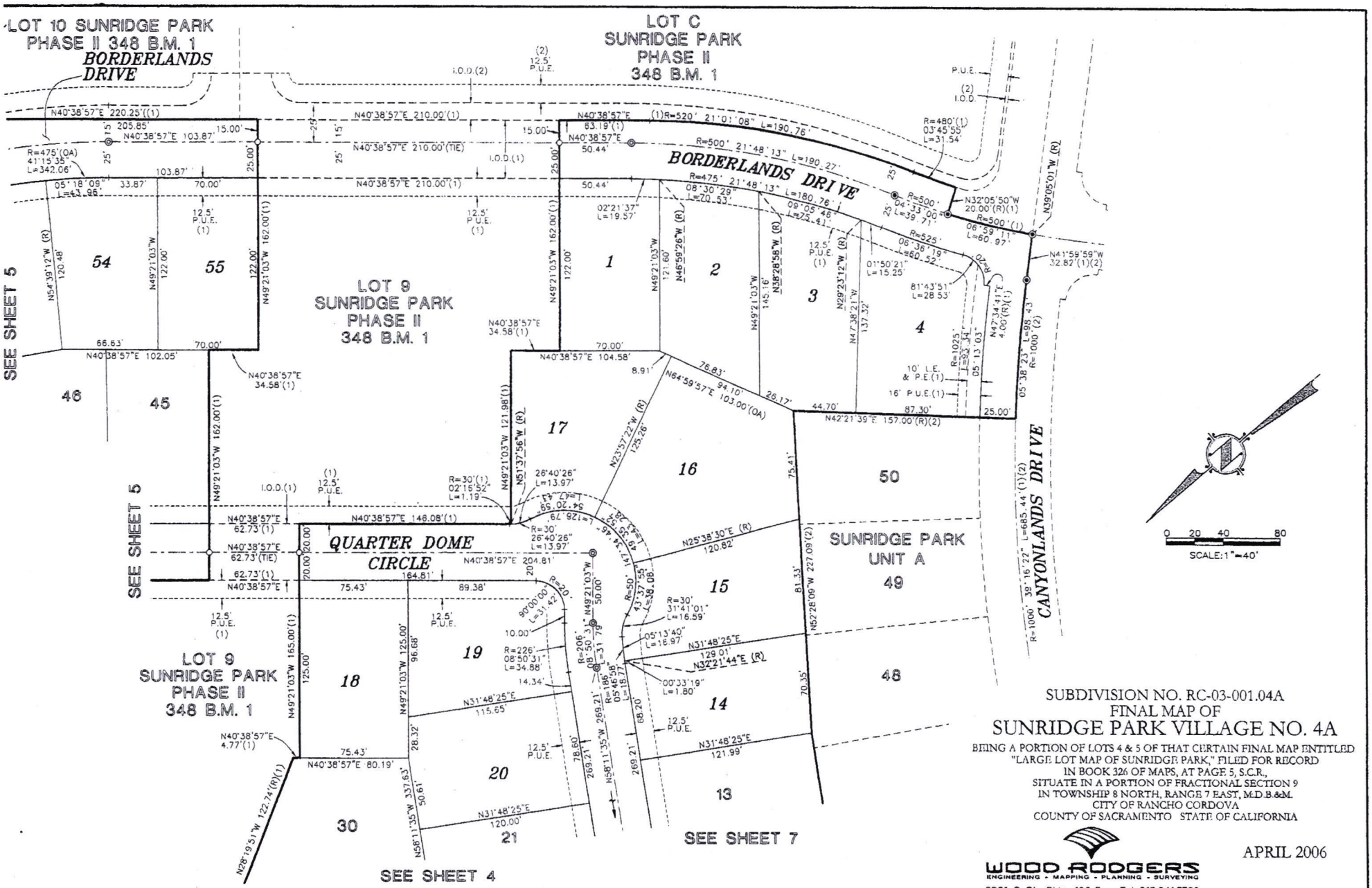
BEING A PORTION OF LOTS 4 & 5 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

1279.011



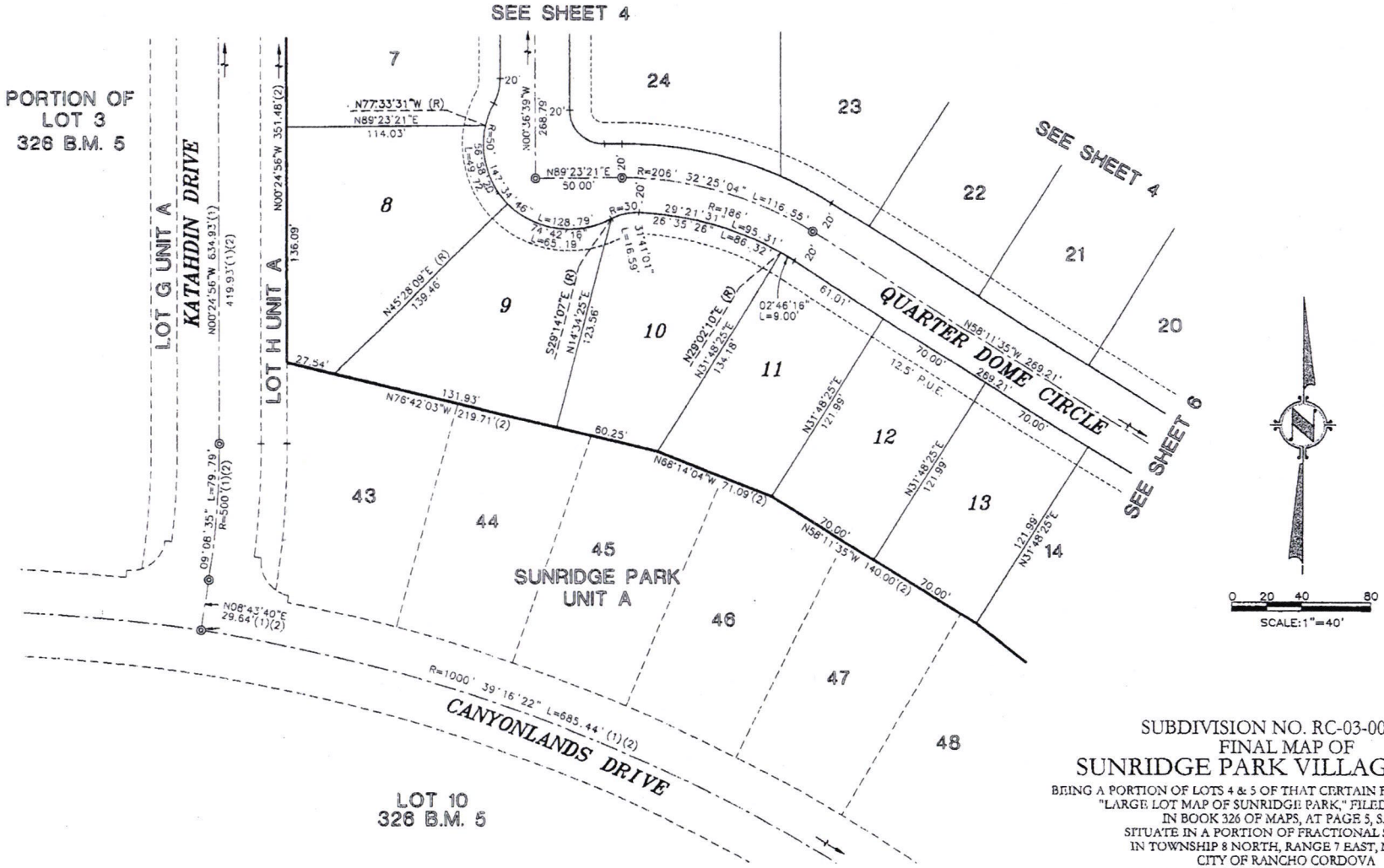
SUBDIVISION NO. RC-03-001.04A
FINAL MAP OF
SUNRIDGE PARK VILLAGE NO. 4A

BEING A PORTION OF LOTS 4 & 5 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

APRIL 2006

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

EE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



SUBDIVISION NO. RC-03-001.04A

FINAL MAP OF

SUNRIDGE PARK VILLAGE NO. 4A

BEING A PORTION OF LOTS 4 & 5 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO STATE OF CALIFORNIA

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 48-2006 APPROVING SUBDIVISION NO. RC-03-001.06 FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 6 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 48-2006 (Attachment 1)** approving the subdivision titled "Final Map Sunridge Park Village No. 6", consisting of 108 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with Woodside Eclipse Inc., a California Corporation and the recording of the final subdivision map creating 108 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on January 20, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 2175190 with Insurance Company of the West in the amount of $1,049,400.00. Bond No. 2175190 with Insurance Company of the West in the amount of $524,700.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured with the Sacramento County Tax Collector.

AGENDA ITEM # 27

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 48-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 48-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-100.06 FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 6

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Woodside Eclipse Inc., a California Corporation** and the subdivision designated as **Subdivision No. RC-03-001.06 Final Map of Sunridge Park Village No. 6** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

CON 39-2006

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **WOODSIDE ECLIPSE, INC., A CALIFORNIA CORPORATION** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **SUNRIDGE PARK VILLAGE NO. 6**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Sunridge Specific Plan Fee**. Principal acknowledges that the City is in the process of adopting one or more fees and/or financing mechanisms in order to implement provisions of the Sunridge Specific Plan, and that as of the time of recordation of the Final Map, these fees and/or financing mechanisms are not yet in effect. Principal acknowledges and agrees that with the exception of model homes, no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that

the City is in the process of adopting a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"), and that as of the time of recordation of the Final Map, such fee is not yet in effect. Subdivider acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

9. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

10. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

11. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof,

regardless whether caused in part by a party indemnified hereunder.

12. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

13. **Improvement Security**. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary

to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **One Million Forty Nine Thousand Four Hundred Dollars and no/100 $1,049,400.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

14. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

15. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful

performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

16. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

17. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

18. County Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

19. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

20. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City

shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

21. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

22. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

23. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

24. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

25. Time. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST:_____
Clerk of the City Council

PRINCIPAL

WOODSIDE ECLIPSE, INC.,
A CALIFORNIA CORPORATION

By_____
Principal, RANDY FEIN, SECRETARY

a:\im_sec.agr

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

On MARCH 29, 2006 before me, BRON LEATHAM, NOTARY PUBLIC

DATE

Personally appeared, RANDY FEIN

personally known to me (or 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.

WITNESS my hand and official seal.

_____ (SEAL)
NOTARY PUBLIC SIGNATURE

ESI1 BRON LEATHAM COMM. #1491876 Notary Public-California SACRAMENTO COUNTY My Comm. Exp. May 25, 2008 ESI1

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____

DATE

Personally appeared, _____

personally known to me (or 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.

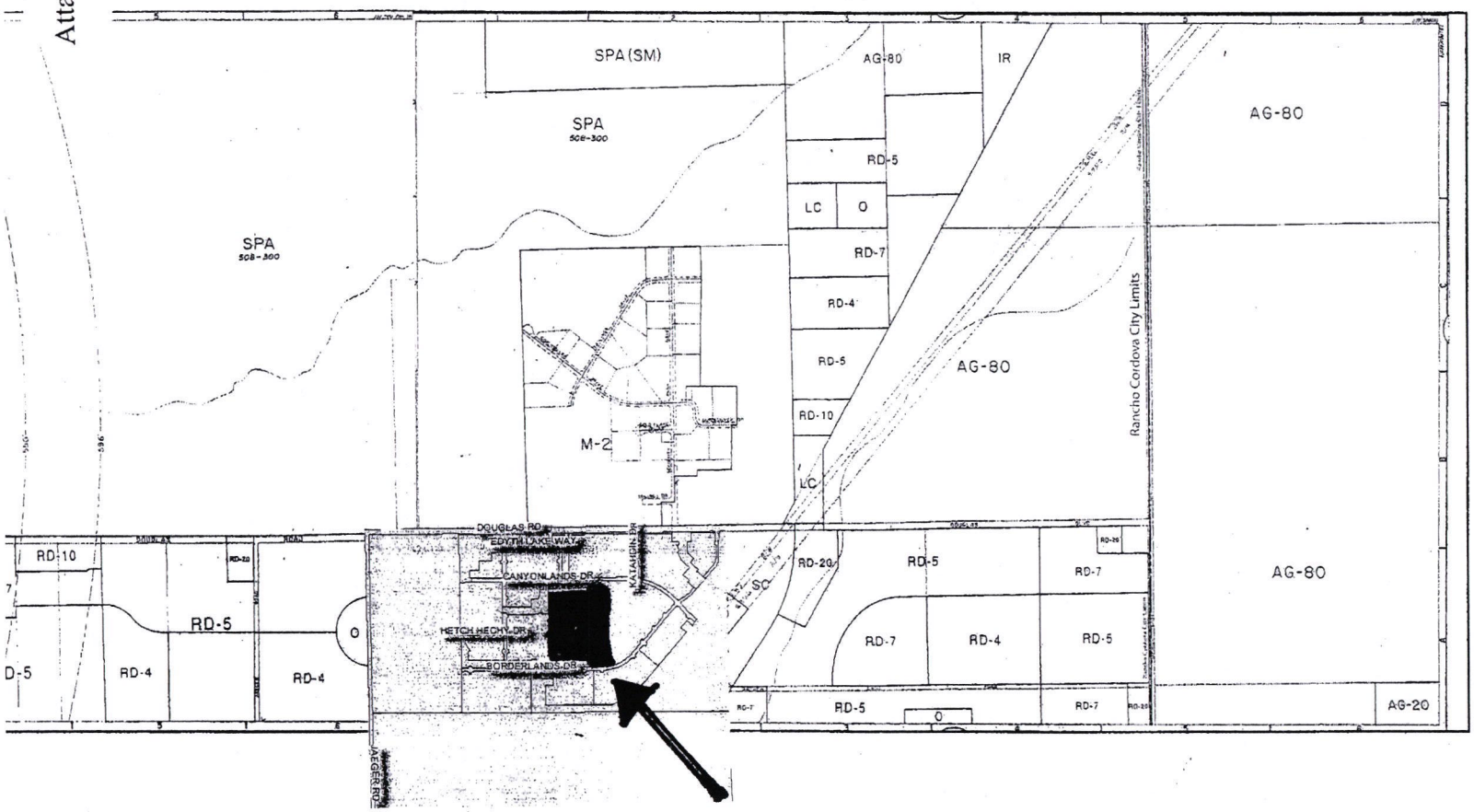
WITNESS my hand and official seal.

_____ (SEAL)
NOTARY PUBLIC SIGNATURE

SUNRIDGE PARK VILLAGE NO. 6

Attachment 3

ZONING MAP



AG-20	Permanent agriculture - minimum 20 acres
A-2	Interim Agricultural
AR-1	Agricultural/residential
AR-5	Agricultural/residential
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-20	Multiple Family Residential - maximum density 20 dwelling units
	Mobile Home Park
AC	Auto Commercial
BP	Business & Professional
GC	General Commercial
HC	Highway Commercial
SC	Shopping Center
NMC	Neighborhood Commercial
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Date	Amended

SCALE IN FEET
250 500 1000

MAP SHEET INDEX

1	2	3	4
5	6	7	
8	9	10	11
12	13	14	15
		16	
		17	

Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 6 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVES AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE DRIVES AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16), OR TWENTY-TWO AND ONE HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE DRIVES AND WAYS SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT," (P.U.E.)

C. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT." SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

E. VISIBILITY EASEMENT TO BE KEPT FREE FROM SIGNS, HEDGES, FENCES, STRUCTURES, NATURAL GROWTH OR OTHER OBSTRUCTIONS TO THE VIEW HIGHER THAN TWO FEET SIX INCHES (2 1/2') ABOVE THE NEAREST PAVEMENT SURFACE, WITHIN THE AREA OVER AND ACROSS THAT LAND DESIGNATED AS "VISIBILITY EASEMENT".

F. EASEMENTS FOR LIGHT AND AIR OVER THOSE STRIPS OF LAND LYING BETWEEN THE FRONT AND/OR SIDE LINES OF (LOTS/PARCELS) AND THE LINES SHOWN HEREON AND DESIGNATED "SETBACK LINE." SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS (S.B.L.).

WOODSIDE ECLIPSE, INC.,
A CALIFORNIA CORPORATION

_____ DATE: _____
NAME:
TITLE:

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PLEASANT VALLEY INVESTMENTS LC, A NEVADA LIMITED LIABILITY COMPANY ON DECEMBER 5, 2003. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
No. 7944
Exp. 12-31-07
STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 31, 2006
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF SUNRIDGE PARK VILLAGE NO. 6, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC WAYS AND DRIVES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____

_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

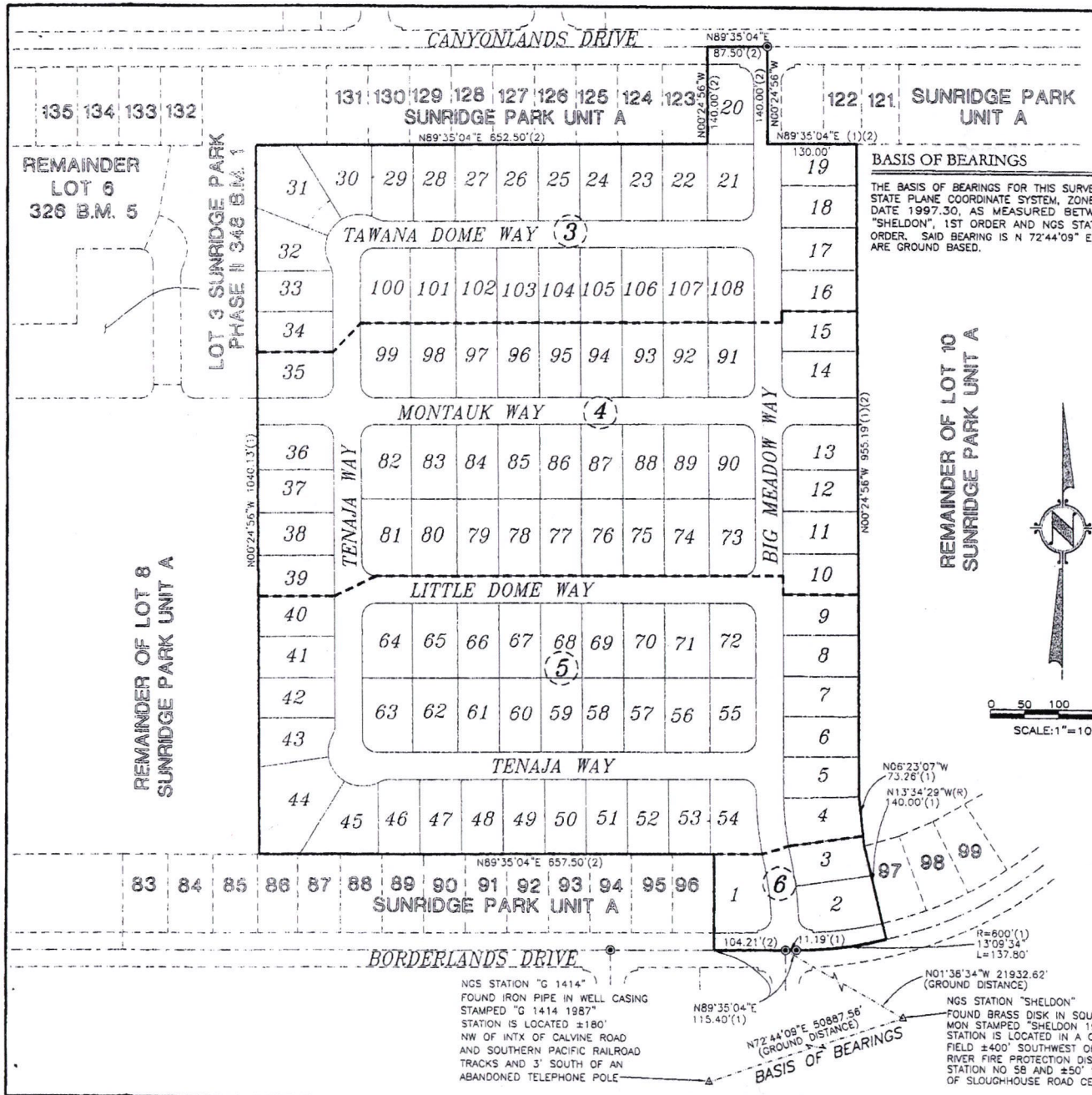
BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-001.06
FINAL MAP OF
SUNRIDGE PARK VILLAGE NO. 6

BEING A PORTION OF LOT 9 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON", 1ST ORDER AND NGS STATION "G 1414", 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

REFERENCES

(1) 326 B.M. 5 (SUNRIDGE PARK LARGE LOT MAP)

(2) SUNRIDGE PARK UNIT A

LEGEND

o	DIMENSION POINT, NOTHING FOUND OR SET
⊥	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1.00' PROJECTION OR 9.00' OFFSET OF PROPERTY LINE ONTO SIDEWALK OR 5/8" REBAR WITH CAP L.S. 7944 AT 2.00' OFFSET ALONG REAR LOT CORNERS ADJACENT TO SOUNDWALLS AND EXISTING FENCES.
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944 (1)
●	EXISTING MONITORING WELL
△	FOUND N.G.S, STATION AS NOTED
L.E.	LANDSCAPE EASEMENT
OA	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
R/W	RIGHT-OF-WAY
S.B.L.	SET BACK LINE
S.C.R.	SACRAMENTO COUNTY RECORDS
V.E.	VISIBILITY EASEMENT
(X)	SHEET INDEX

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 21.82 ± ACRES, CONSISTING OF 108 RESIDENTIAL LOTS.
3. THERE SHALL BE A 5.00 FOOT WIDE POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL PUBLIC STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16.0 OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT, AS SHOWN, WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO.3505.07, DATED FEB. 5, 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
6. MONITORING WELL AS DESCRIBED IN GRANT OF EASEMENT AND EASEMENT AGREEMENT DOCUMENT TO MCDONNELL DOUGLAS CORPORATION RECORDED IN BOOK 20051107, AT PAGE 1861, OFFICIAL RECORDS OF SACRAMENTO COUNTY, ARE WITHIN THE PUBLIC STREET RIGHT-OF-WAY AS SHOWN HEREON.

SUBDIVISION NO. RC-03-001.06

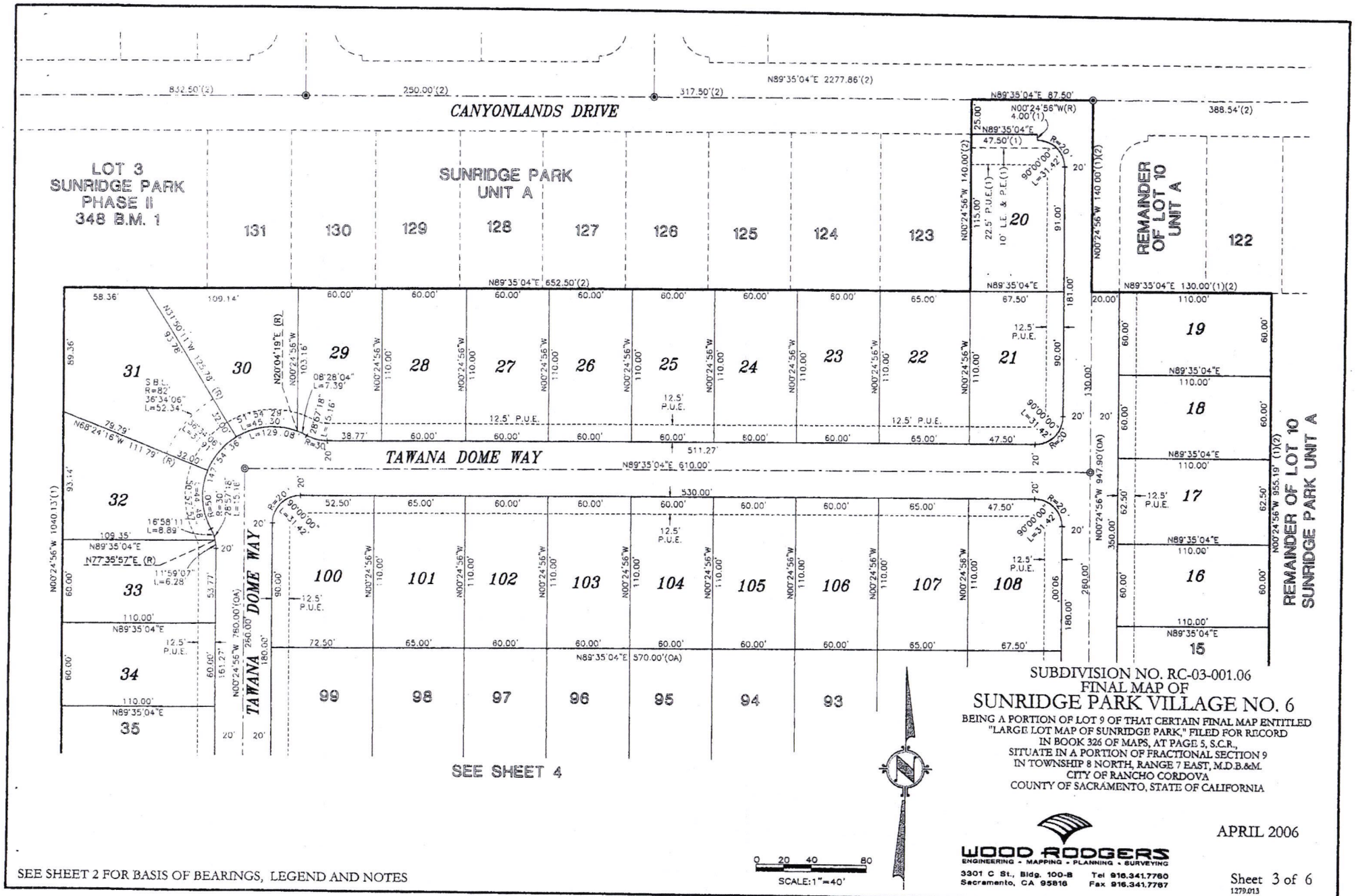
FINAL MAP OF

SUNRIDGE PARK VILLAGE NO. 6

BEING A PORTION OF LOT 9 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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



SUBDIVISION NO. RC-03-001.06

FINAL MAP OF

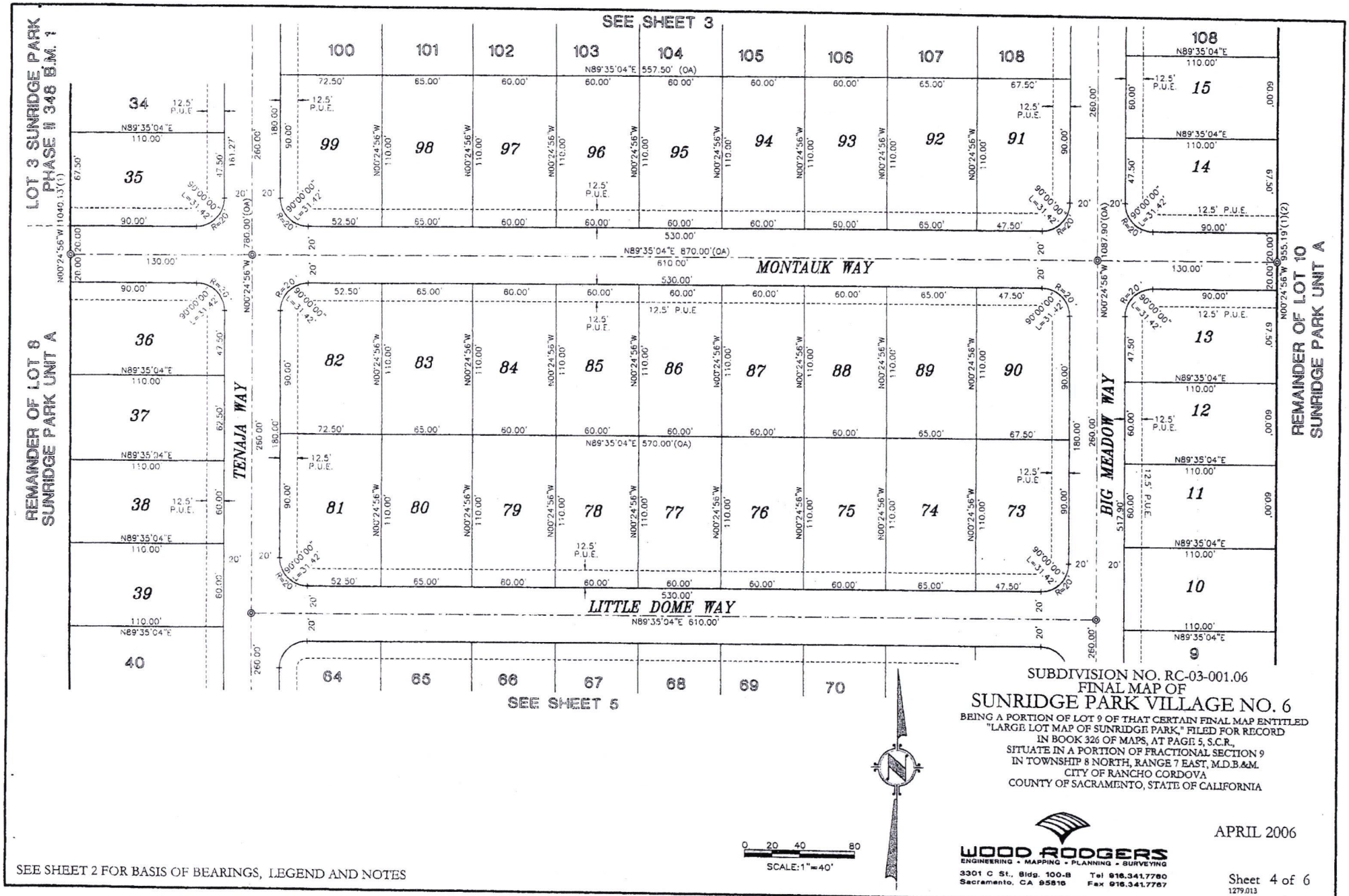
SUNRIDGE PARK VILLAGE NO. 6

BEING A PORTION OF LOT 9 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

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



SUBDIVISION NO. RC-03-001.06
FINAL MAP OF
SUNRIDGE PARK VILLAGE NO. 6

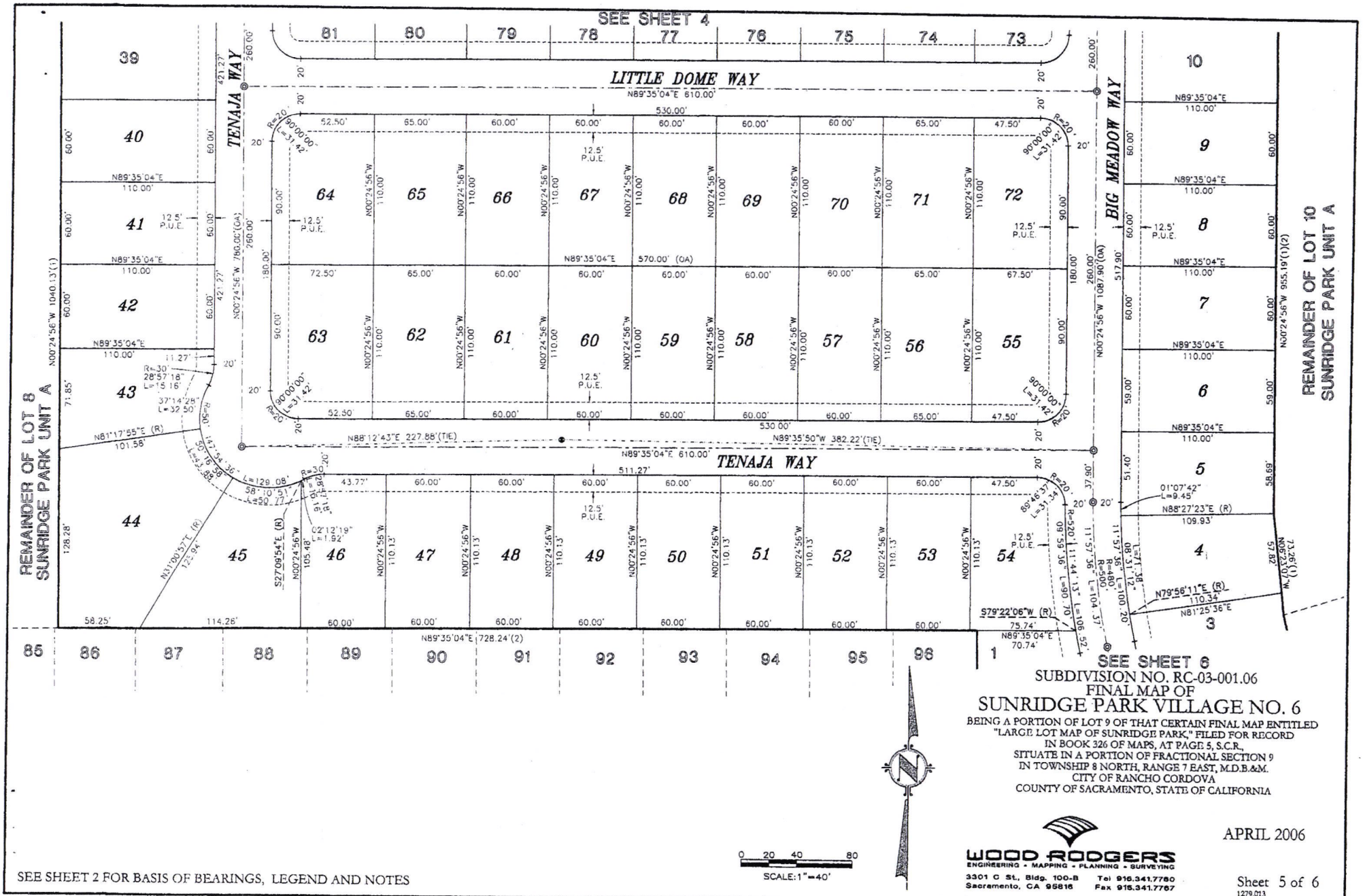
BEING A PORTION OF LOT 9 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

SCALE:1"=40'

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



SUBDIVISION NO. RC-03-001.06

FINAL MAP OF

SUNRIDGE PARK VILLAGE NO. 6

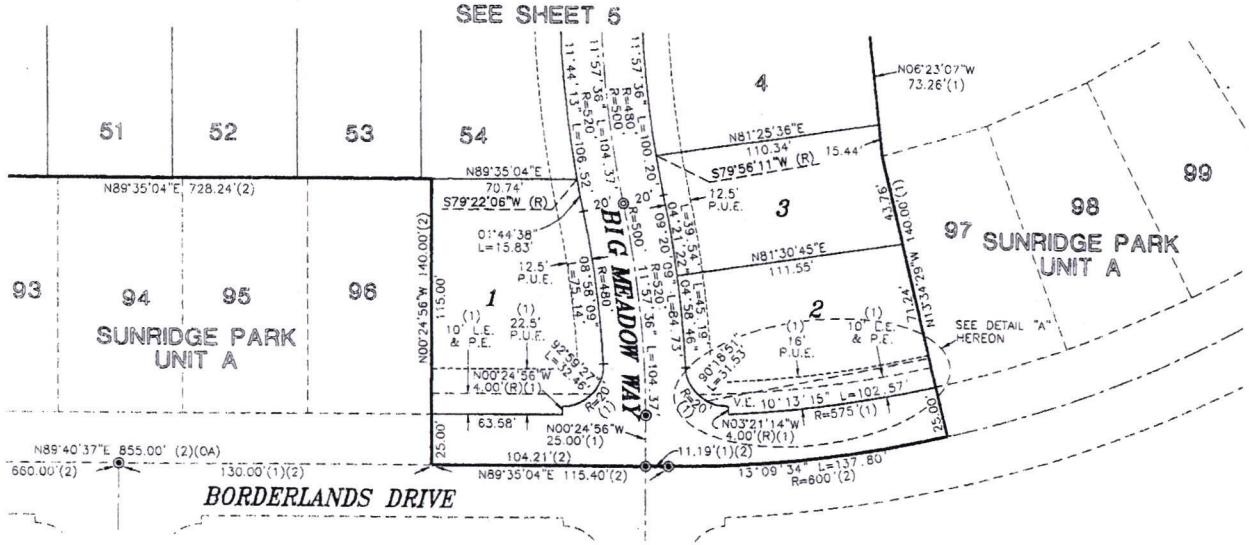
BEING A PORTION OF LOT 9 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

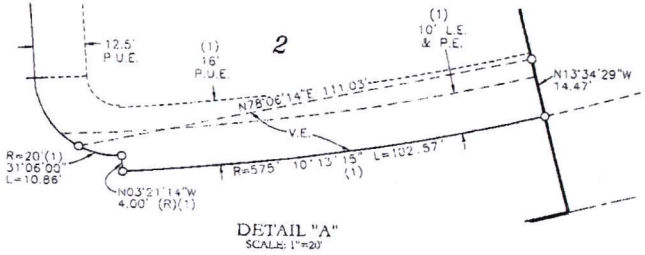
SCALE: 1"=40'

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES





DETAIL "A"
SCALE: 1"=20'



0 20 40 80
SCALE: 1"=40'

SUBDIVISION NO. RC-03-001.06
FINAL MAP OF
SUNRIDGE PARK VILLAGE NO. 6

BEING A PORTION OF LOT 9 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

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

MEMORANDUM

DATE: April 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 49-2006 APPROVING SUBDIVISION NO. RC-03-001.07 FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 7 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 49-2006 (Attachment 1)** approving the subdivision titled "Final Map Sunridge Park Village No. 7", consisting of 76 proposed lots, located on the south side of Douglas Road approximately 1,320 feet east of Jaeger Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Attachment 2)** guaranteeing the construction of public roads and utilities with Woodside Vista Inc., a California Corporation and the recording of the final subdivision map creating 76 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on January 20, 2004. A vicinity map **(Attachment 3)** and copy of the final map **(Attachment 4)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 2175191 with Insurance Company of the West in the amount of $615,300.00. Bond No. 2175191 with Insurance Company of the West in the amount of $307,650.00 guarantees the labor and material.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured with the Sacramento County Tax Collector.

AGENDA ITEM # 28

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS

1. Resolution No. 49-2006
2. Subdivision Improvement Agreement
3. Vicinity Map
4. 8 ½ X 11 Copy Of Final Map

Attachment 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 49-2006

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-100.07 FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 7

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Rancho Cordova resolves to execute an agreement on behalf of the City in connection with **Woodside Vistas Inc., a California Corporation** and the subdivision designated as **Subdivision No. RC-03-001.07 Final Map of Sunridge Park Village No. 7** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Rancho Cordova, held on the 17th day of April 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST: _____
Lillian Hare, City Clerk

CON 40-2006

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and **WOODSIDE VISTA, INC., A CALIFORNIA CORORATION** (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said Agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of his subdivision was subject to the

findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated North **SUNRIDGE PARK VILLAGE NO. 7** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements**. In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova City Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this agreement.

5. **Payment For Services**. Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova City Code.

6. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

7. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final

subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

8. **Notice of Commencement of Work**. Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

9. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

10. **Indemnity**. Principal shall indemnify and hold harmless City from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

11. **Extension of Completion Date**. If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

12. **Improvement Security**. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq.

of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **SIX HUNDRED FIFTEEN THOUSAND THREE HUNDRED DOLLARS & NO/100 $615,300.00.** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

13. **Improvement Security As Condition Precedent.** The furnishing of the improvement security by Principal as required

by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by the City of the covenants herein on its part to be performed.

14. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

15. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in

interest.

16. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

17. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

18. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

19. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

20. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

21. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

22. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

23. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

24. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY (SEAL)

ATTEST:_____
Clerk of the City Council

PRINCIPAL
WOODSIDE VISTA, INC.
A CALIFORNIA CORPORATION

By_____
Principal, RANDY FEIN, SECRETARY

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

On MARCH 28, 2006 before me, BRON LEATHAM,
NOTARY PUBLIC
DATE

Personally appeared, RANDY FEIN

personally known to me (or 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.

WITNESS my hand and official seal.

BRON LEATHAM
COMM. #1491876
Notary Public-California
SACRAMENTO COUNTY
My Comm. Exp. May 25, 2008

NOTARY PUBLIC SIGNATURE (SEAL)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____
DATE

Personally appeared, _____

personally known to me (or 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.

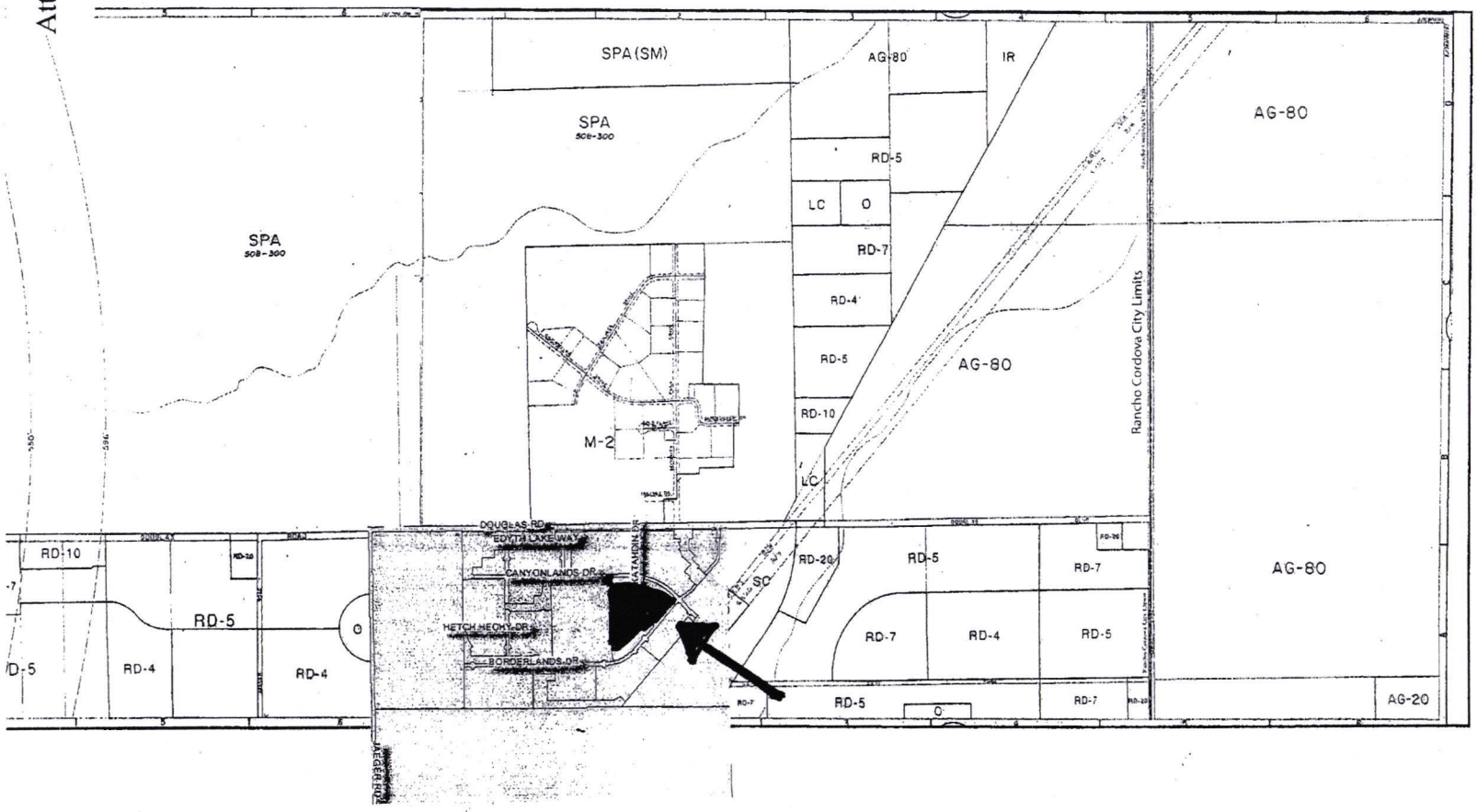
WITNESS my hand and official seal.

NOTARY PUBLIC SIGNATURE (SEAL)

SUNRIDGE PARK VILLAGE NO. 7

Attachment 3

ZONING MAP



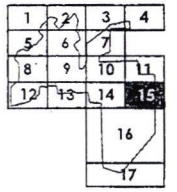
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-20	Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM	Mobile Home Park
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Visitor Commercial
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
RD	Recreation
SPA	Special Planning Area
PD	Road Combining Land Use
SM	Sunrise Mixed Use Combining

AMENDED

Ordinance Number	Date Adopted

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF SUNRIDGE PARK VILLAGE NO. 7 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC PLACE AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC PLACE AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) , SIXTEEN (16) AND/OR TWENTY TWO AND ONE-HALF (22.5') FEET IN WIDTH AND CONTIGUOUS TO THE PUBLIC PLACE AND WAYS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT," (P.U.E.).

C. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.).

WOODSIDE VISTAS, INC.
A CALIFORNIA CORPORATION

_____ DATE: _____
NAME:
TITLE:

NOTARY'S ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY ON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO.: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PLEASANT VALLEY INVESTMENTS LC, A NEVADA LIMITED LIABILITY COMPANY ON DECEMBER 5, 2003. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
No. 7944
Exp. 12-31-07
STATE OF CALIFORNIA

_____
CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 31, 2006
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF SUNRIDGE PARK VILLAGE NO. 7, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC PLACE AND WAYS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

DATE: _____

_____
CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-001.07
FINAL MAP OF

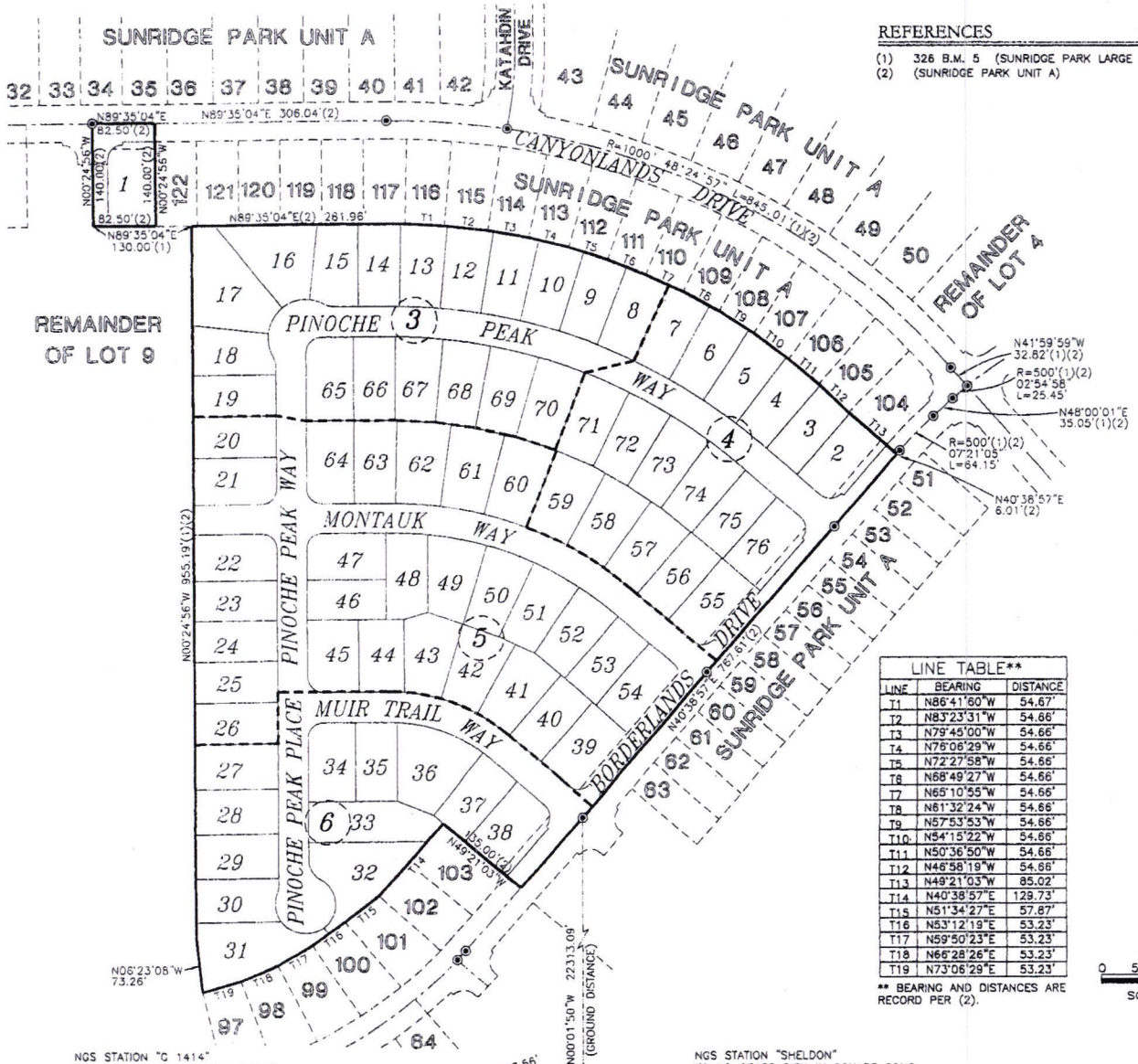
SUNRIDGE PARK VILLAGE NO. 7

BEING A PORTION OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R.,
SITUATE IN A PORTION OF FRACTIONAL SECTION 9
AND A PORTION OF SECTION 16,
ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

1279.008



REFERENCES

(1) 326 B.M. 5 (SUNRIDGE PARK LARGE LOT MAP)
(2) (SUNRIDGE PARK UNIT A)

LINE TABLE**		
LINE	BEARING	DISTANCE
T1	N86°41'60"W	54.67'
T2	N83°23'31"W	54.66'
T3	N79°45'00"W	54.66'
T4	N76°06'29"W	54.66'
T5	N72°27'58"W	54.66'
T6	N68°49'27"W	54.66'
T7	N65°10'55"W	54.66'
T8	N61°32'24"W	54.66'
T9	N57°53'53"W	54.66'
T10	N54°15'22"W	54.66'
T11	N50°36'50"W	54.66'
T12	N46°58'19"W	54.66'
T13	N49°21'03"W	85.02'
T14	N40°38'57"E	129.73'
T15	N51°34'27"E	57.87'
T16	N53°12'19"E	53.23'
T17	N59°50'23"E	53.23'
T18	N66°28'26"E	53.23'
T19	N73°06'29"E	53.23'

** BEARING AND DISTANCES ARE RECORD PER (2).

0 50 100 200
SCALE: 1"=100'

NGS STATION "G 1414"
FOUND IRON PIPE IN WELL CASING STAMPED "G 1414 1987"
STATION IS LOCATED ±180' NW OF INTX OF CALVINE ROAD AND SOUTHERN PACIFIC RAILROAD TRACKS AND 3' SOUTH OF AN ABANDONED TELEPHONE POLE

NGS STATION "SHELDON"
FOUND BRASS DISK IN SQUARE CONC MON STAMPED "SHELDON 1939"
STATION IS LOCATED IN A GRASSY FIELD FIELD ±400' SOUTHWEST OF THE AMERICAN RIVER FIRE PROTECTION DISTRICT STATION NO 58 AND ±50' SOUTHEAST OF SLOUGHHOUSE ROAD CENTERLINE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON", 1ST ORDER AND NGS STATION "G 1414", 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

LEGEND

o	DIMENSION POINT, NOTHING FOUND OR SET
	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1 FOOT PROJECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944 (1)
●	EXISTING MONITORING WELL
L.E.	LANDSCAPE EASEMENT
OA	OVERALL
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
R/W	RIGHT-OF-WAY
S.C.R.	SACRAMENTO COUNTY RECORDS
(X)	SHEET INDEX

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS MAP IS 14.745 ± ACRES, CONSISTING OF OF 76 RESIDENTIAL LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16.0, AND/OR 22.5 FOOT WIDE PUBLIC UTILITY EASEMENT, AS SHOWN, WITHIN EACH LOT ALONG ALL PUBLIC STREET RIGHTS-OF-WAY.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO.3505.07, DATED FEB. 5, 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
6. MONITORING WELL AS DESCRIBED IN GRANT OF EASEMENT AND EASEMENT AGREEMENT DOCUMENT TO MCDONNELL DOUGLAS CORPORATION RECORDED IN BOOK 20051107, AT PAGE 1861, OFFICIAL RECORDS OF SACRAMENTO COUNTY, ARE WITHIN THE PUBLIC STREET RIGHT-OF-WAY AS SHOWN HEREON.

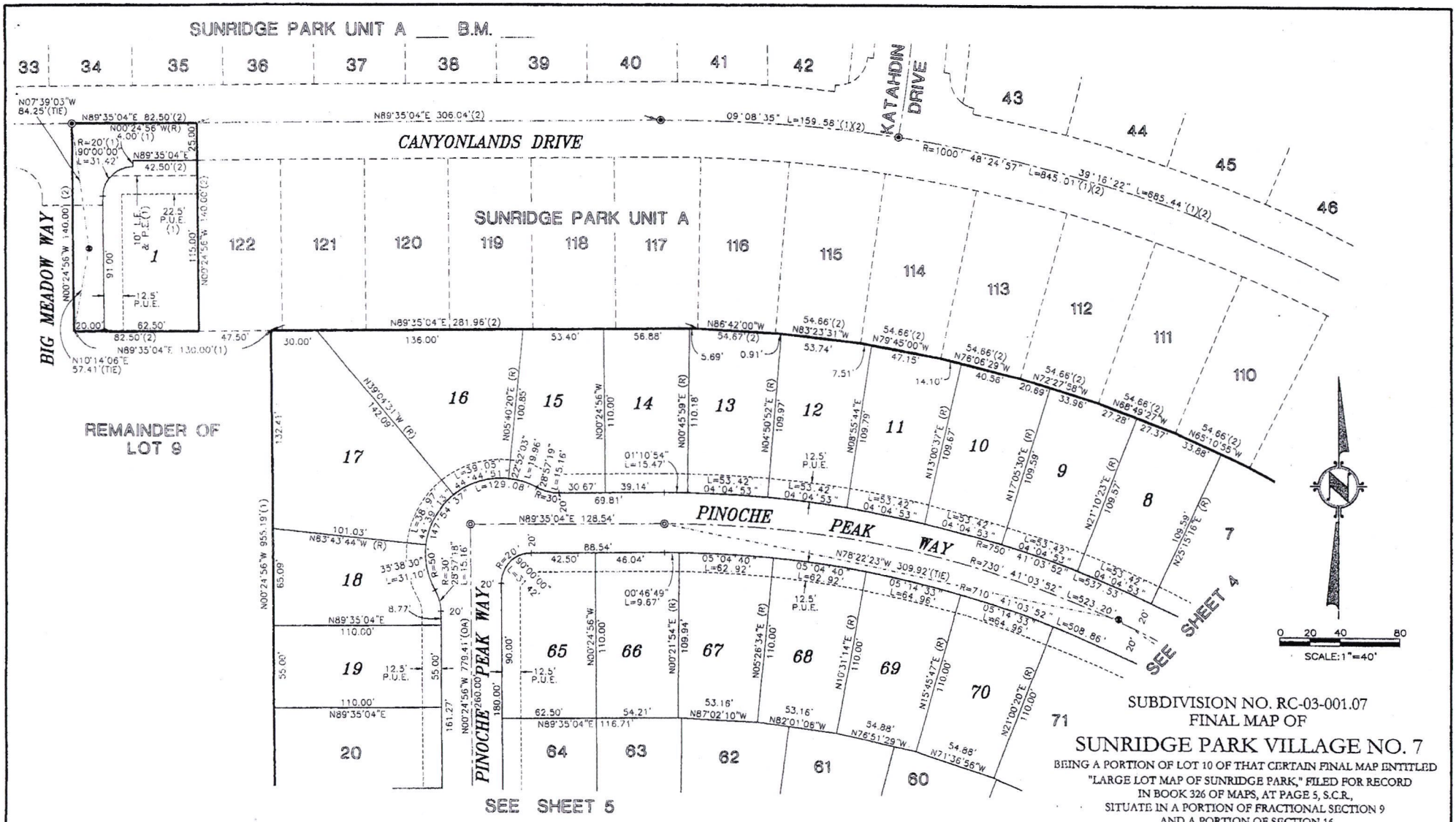
SUBDIVISION NO. RC-03-001.07
FINAL MAP OF

SUNRIDGE PARK VILLAGE NO. 7

BEING A PORTION OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R.,
SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16,
ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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



SUBDIVISION NO. RC-03-001.07
FINAL MAP OF

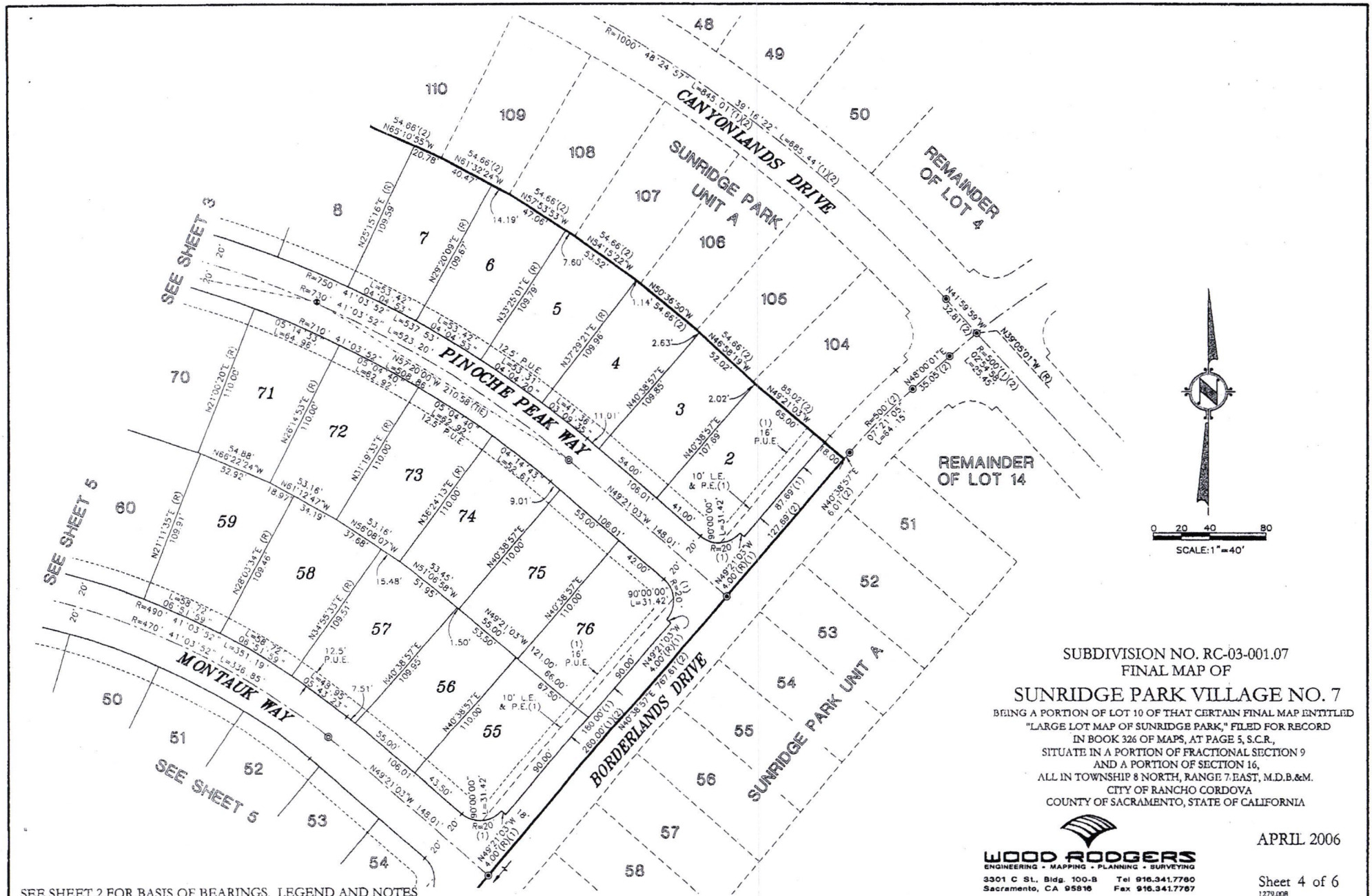
SUNRIDGE PARK VILLAGE NO. 7

BEING A PORTION OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



SUBDIVISION NO. RC-03-001.07
FINAL MAP OF

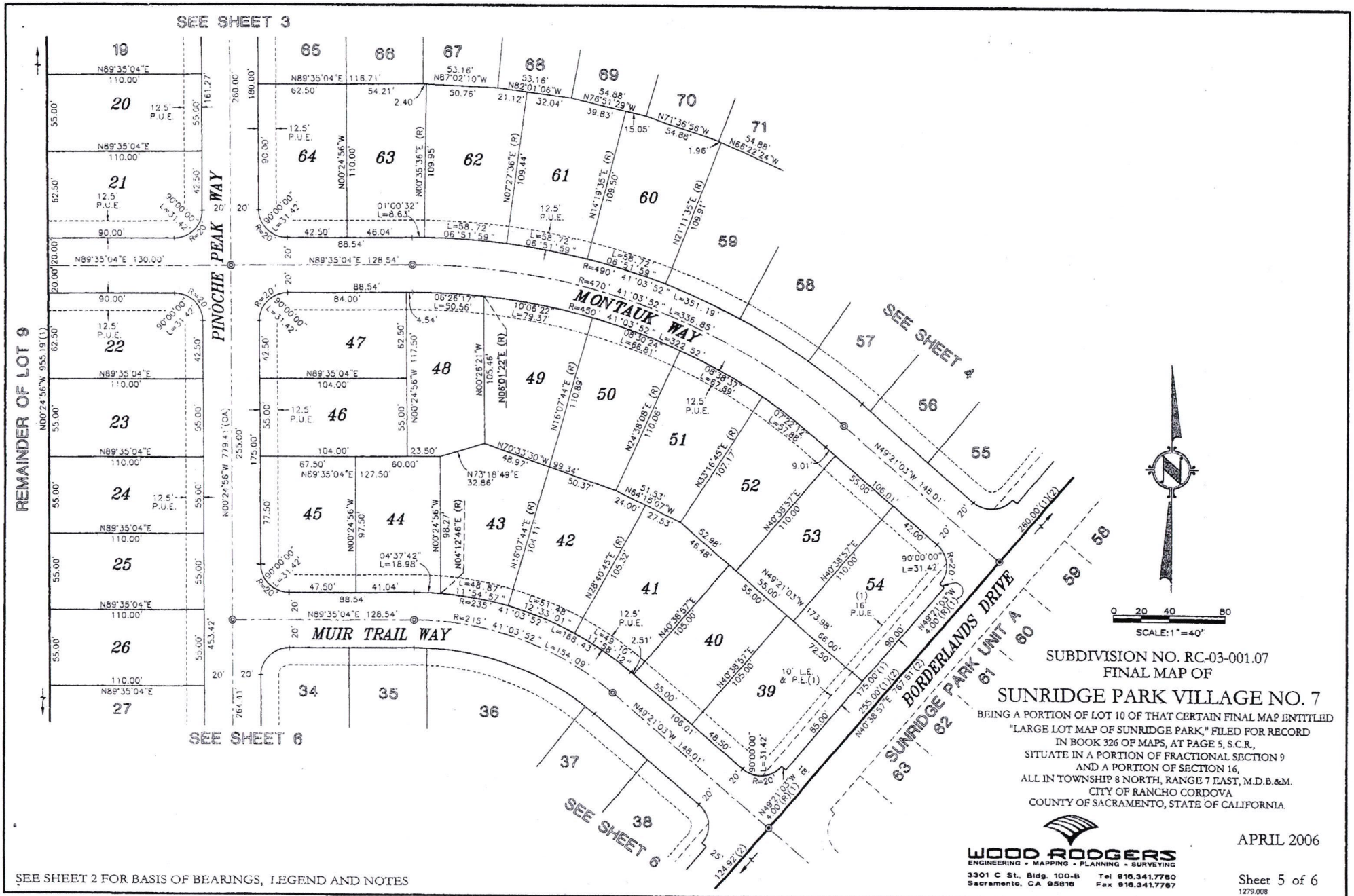
SUNRIDGE PARK VILLAGE NO. 7

BEING A PORTION OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



SUBDIVISION NO. RC-03-001.07
FINAL MAP OF

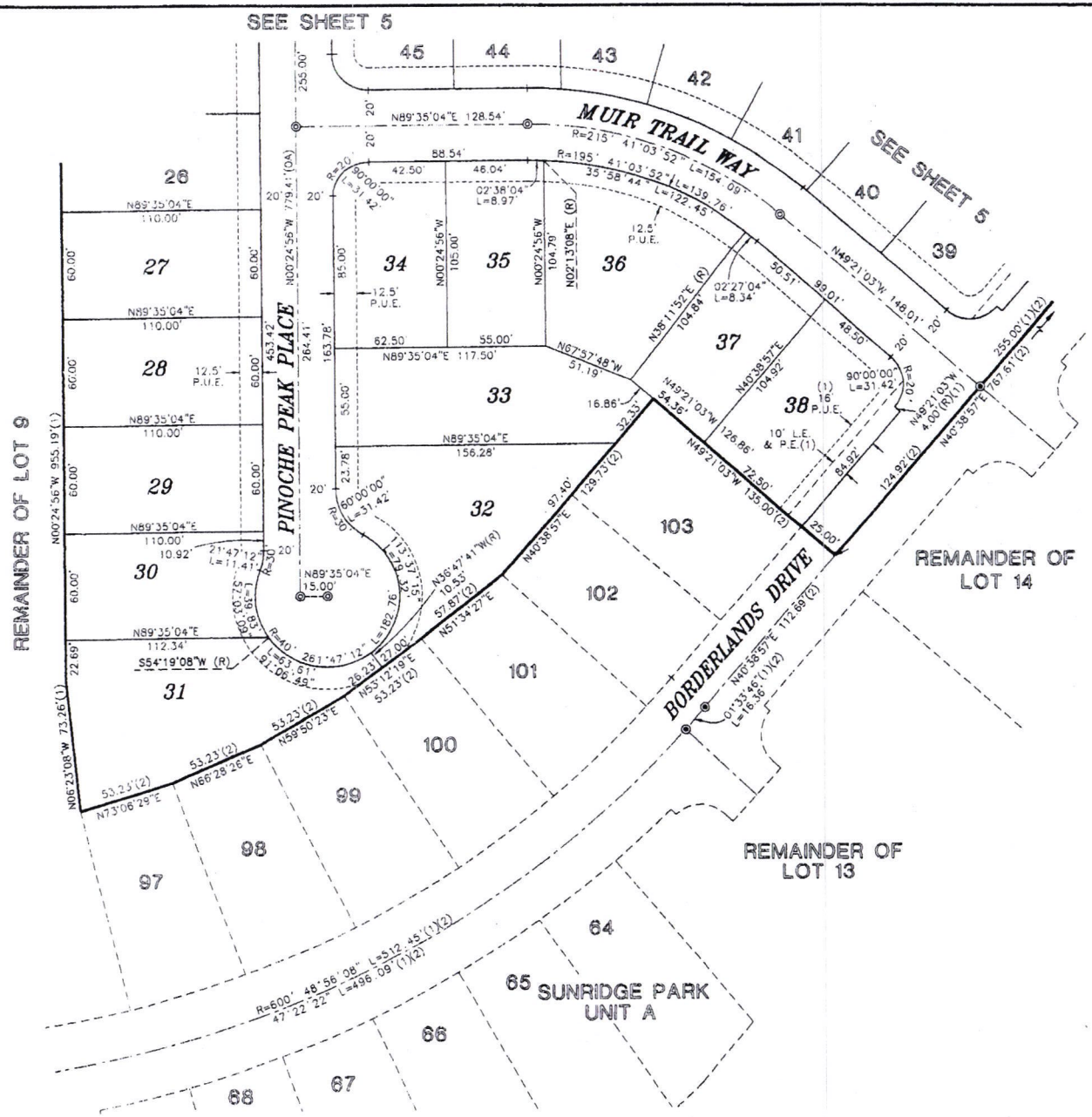
SUNRIDGE PARK VILLAGE NO. 7

BEING A PORTION OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES

SUBDIVISION NO. RC-03-001.07
FINAL MAP OF

SUNRIDGE PARK VILLAGE NO. 7

BEING A PORTION OF LOT 10 OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK," FILED FOR RECORD IN BOOK 326 OF MAPS, AT PAGE 5, S.C.R., SITUATE IN A PORTION OF FRACTIONAL SECTION 9 AND A PORTION OF SECTION 16, ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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