

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

RECORDING REQUESTED BY:

91 FEB 21 PM 3:09

RECEIVED FEB 28

Rancho Murieta Association
7220 Murieta Drive
Rancho Murieta, CA 95683
COUNTY CLERK-RECORDER

AND WHEN RECORDED MAIL TO :

Rancho Murieta Association
7220 Murieta Association
Rancho Murieta, CA 95683
Attn:

PARK DEVELOPMENT AGREEMENT

This Agreement is entered into as of February 20th, 1991, by and among the Rancho Murieta Association ("RMA"), the Rancho Murieta Community Services District ("CSD" or "District") and the following owners of land within Rancho Murieta: Rancho Murieta Properties, Inc. ("RMPI"), CBC Builders, Inc. ("CBC"), and SHF, Inc. ("SHF"). (Hereinafter, RMPI, CBC and SHF will be referred to collectively as "Landowners").

WHEREAS, Landowners own those lands described in Exhibits A-1 and A-2 attached hereto (hereinafter the "Property"); and

WHEREAS, the Property subject to this Agreement is limited to a portion of the area within the District referred to hereinafter as Rancho Murieta North; and

WHEREAS, the parties mutually desire to establish a reasonable and orderly program for the development of quality park projects within Rancho Murieta; and

WHEREAS, the present and future homeowners in the Rancho Murieta community will benefit by a comprehensive park program on which they may rely; and

WHEREAS, the parties have met and conferred through the establishment of an ad hoc committee and the committee has developed a Park Development Plan (hereinafter referred to as the "Plan") which consists of a Park Site Plan (attached hereto as Exhibit B), a Park Facility Matrix (attached hereto as Exhibit C) and a Park Financing Plan (attached hereto as Exhibit D); and

WHEREAS, the parties wish to define and delineate the participation of the Landowners with respect to their share of responsibility for implementation of the Plan and the Park



36

Financing Plan; and

WHEREAS, the parties wish to enter into this Agreement in order to implement the Plan.

NOW, THEREFORE, the parties agree as follows:

1. Park Facilities. The parties agree to develop park facilities within the Rancho Murieta area as set forth in the Park Facility Matrix and the Rancho Murieta Planned Development Ordinance (hereinafter referred to as the "PD Ordinance") as amended pursuant to this Agreement. The parties further agree that all such park facilities are in addition to and not in lieu of, or replacement for, any existing facilities whether under control of RMA, Rancho Murieta Country Club or any Landowner. RMA may construct the facilities described in the Matrix, except when such Facilities are constructed and/or contributed by Landowners in accordance with Section 7(C). RMA shall utilize the amounts deposited in the Park Development Fund (the "Fund", as described in Section 7(A), below) for this purpose and shall do so within a reasonable period of time following deposits to the Fund. The Fund shall be used for no other purpose. RMA shall have no obligation to construct facilities other than those which may be financed from deposits to the Fund required pursuant to this Agreement.

2. Park Sites.

A. RMPI agrees to convey to RMA for park purposes, without further compensation except as set forth in Section 2.B, those sites shown in the Park Site Plan (Exhibit B), at no cost to RMA. The park sites shall be conveyed to RMA upon the filing of a subdivision map, which subdivides the parcel in which the park site is located, unless otherwise agreed to by the affected Landowner and RMA. The parties agree that the precise location of park sites is difficult to ascertain until development plans are prepared for the Property. Consequently, the location of the park sites set forth in the Park Site Plan (Exhibit B) may be adjusted with the consent of the Park Committee, such consent not to be unreasonably withheld, and the County of Sacramento (hereinafter "County"). All references to "County" shall include the County of Sacramento or any successor agency having jurisdiction over land use matters as set forth in Section 5 below. The conveyance shall be made free of any liens and encumbrances including those imposed as part of the formation of any improvement district or community facilities district.

B. RMPI agrees to convey to RMA a parksite consisting of twenty (20) contiguous acres, more or less, (the "20-acre parcel") identified as the Clementia Community Park in the Park Site Plan, which shall be located within the area which is more particularly described in Exhibit F-1 and shown in

Exhibit F-2, attached hereto and incorporated herein by reference, for the amount of six hundred thousand dollars (\$600,000.00). Conveyance of the 20-acre parcel shall be subject to obtaining approval from County of a parcel map creating the parksite as a legal parcel for purposes of conveyance to RMA. At such time as RMA is prepared to acquire the 20-acre parcel, an escrow shall be opened with a title company selected by RMA, and thereupon RMPI agrees to diligently pursue the filing and processing of all necessary applications and documents required by the County to create the 20-acre parcel. RMPI agrees to cooperate in good faith with RMA in establishing a mutually acceptable location for the 20-acre parcel within the area described in Exhibits F-1 and F-2, with a configuration acceptable for RMA's intended use as a park site. The conveyance shall be made free of any liens and encumbrances including those imposed as part of the formation of any improvement district or community facilities district.

3. Pedestrian and Bike Trail System. Landowners agree to develop and upon completion, grant to RMA at no cost to RMA, a system of pedestrian and bike trails, constructed to standards and specifications as approved by the Parks Committee and consistent with state and federal regulations, which shall be incorporated in subdivision maps as development progresses. The pedestrian and bike trails may be incorporated in the road sections of subdivisions or through parks to be dedicated to RMA or granted as separate parcels (or easements) as determined by subdivision design and County of Sacramento approval. The trail system may include a river crossing, subject to any required approvals and any conditions imposed thereon by all applicable government agencies. The approximate locations of trails to be developed are shown on Exhibit E attached hereto. It is expressly understood and agreed that locations shown on Exhibit E are conceptual only and that the actual trail configuration shall be as shown on final residential subdivision maps to be approved by the County of Sacramento. Such locations must be consistent with the density permitted under the Rancho Murieta Planned Development Ordinance No. 77-10 ("PD Ordinance"), applicable state and federal statutes and regulations, and customary and reasonable planning and marketing objectives. Changes in the plan shown in Exhibit E will be subject to the consent of the Park Committee, such consent not to be unreasonably withheld.

4. Water Supply Units. District agrees that the park sites identified within the Park Site Plan and Exhibit B pursuant to Section 2 hereof shall participate in the Water Supply Augmentation Program and that water supply units reserved for park purposes pursuant to Section 5 of the Second Amendment to the Acquisition and Services Agreement shall be allocated to such park sites. Park sites shall be subject to payment of Water Supply Augmentation Fees as set forth in the Second Amendment and a portion of the fees

collected pursuant to Section 7(B) shall be allocated for that purpose.

5. Park Committee.

A. A committee shall be established upon the execution of this Agreement (hereinafter the "Park Committee"), the initial membership of which shall include two representatives appointed by RMA, one representative appointed by CSD, one representative appointed by RMPI or an assignee expressly designated by RMPI for the purpose of implementing this Section 5, and one representative appointed by landowners other than RMPI, or their successors in interest for a total of five (5) committee members. Upon the completion of all of the Community Park Facilities in Rancho Murieta as described in Exhibit D, the Landowner members shall be replaced by RMA appointees.

B. Prior to construction of park facilities, the construction plan (and the quality thereof) shall be submitted to and reviewed and approved by the Park Committee for consistency with this Agreement. The Park Committee shall not unreasonably withhold such approval. The Park Committee may approve a proposal which is inconsistent with this Agreement provided the implementation of the proposal will not interfere with the overall implementation and quality of the Plan.

C. If any proposal made to the Park Committee will require an amendment of the PD Ordinance as amended pursuant to this Agreement, the Park Committee's determination shall be a recommendation to the County of Sacramento on the amendment application. In the event that a party to this Agreement objects to the Park Committee's decision, such party may express this objection to the County if the Park Committee's decision is not reasonable and/or is not based upon sound planning practices. The County's decision in approving or denying the amendment of the PD Ordinance shall be final.

6. Amendment to Rancho Murieta PD. The Landowners agree to draft, submit to the Park Committee for review for consistency with this Agreement, submit to the County for approval, and pay all fees relating to this process, an amendment to the PD Ordinance. The amendment shall implement the provisions of this Agreement and the Park Development Plan as set forth herein, as such Agreement and Plan apply to Landowners. The amendment shall be submitted to the County for approval concurrently with the first amendment to the PD Ordinance submitted to the County by Landowners, or their successors, for a purpose unrelated to this Agreement. Following submission, Landowners agree to use their best efforts to obtain County approval of the proposed amendment.

7. Park Financing Plan.

A. Funding of the park facilities and development shall be as set forth in the Park Financing Plan (Exhibit D). Landowners, according to the Park Financing Plan, shall be responsible for financing Neighborhood Parks and Facilities. RMA and Landowners jointly shall be responsible for financing Community Parks and Facilities. Landowner's payment of fees pursuant to the Park Financing Plan shall fully satisfy Landowner's obligation towards the financing of Community Facilities. The Landowners' monetary contributions which are established by the Park Financing Plan, shall be adjusted annually in an amount based on the ENR Construction Cost Index for the San Francisco Region and shall be collected at the time Landowner property is annexed into the RMA. The initial fees shall be in those amounts set forth in subsection B(ii) below. RMA shall establish a park development fund (the "Fund") into which funds collected pursuant to this Agreement shall be deposited. The Fund shall be used for the purposes of constructing the facilities delineated in the Park Facilities Matrix and for no other purpose. RMA shall contribute and shall provide evidence to Landowners that RMA has contributed the amount of \$485.00 (the "RMA Contribution") for each contribution to the Fund pursuant to Section 7(B)(ii). The RMA Contribution shall be made within 30 days following the Landowner contribution to the Fund made pursuant to Section 7(B)(ii). With the consent of the Parks Committee (such consent not to be unreasonably withheld), RMA shall be given a credit against the required RMA contributions for development by RMA of facilities of an equivalent value or quality.

B. Initial Fee Amounts:

i. Neighborhood Park Fees.

Properties Within:

Rancho Murieta North	\$ 605.00/dwelling unit
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ii. Community Parks.

Landowners Property Subject to this Agreement	\$1095.00/dwelling unit
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C. RMPI and/or RMA may elect, with the consent of the Park Committee (such consent not to be unreasonably withheld), to construct Community Park Facilities. In such event a

credit shall be given against fees otherwise payable pursuant to this Agreement in an amount equal to the budgeted amount set forth in Exhibit D for the constructed improvement. The quality of the improvement shall be commensurate with the amount that would have been expended by a prudent park developer in consideration of and consistent with the amount of credit. RMPI shall provide to the Park Committee, for review and approval, the plans for construction of the proposed facility as set forth in Section 5 herein. The Park Committee shall review the construction plans (and the quality thereof) for consistency with the Park Facility Matrix to determine the total amount of credit to be given. Nothing in this Section 7.C. shall be construed to release RMA from its obligations to utilize monies deposited in the Fund to construct Park facilities (as delineated in Exhibit C) in a timely manner.

D. Exemption. Any unit for which the CSD Community Facilities fee has been paid to CSD prior to the date of this Agreement shall be exempt from the Community Park fee specified in section 7(B)(ii).

8. CSD Community Facilities Fees. CSD agrees as follows:

A. CSD shall not include as a component of its community facilities fee to be imposed on the lands of Landowners any amount for the purposes of park acquisition or development.

B. CSD agrees that the community facilities fee applicable to the Property, in effect on September 1, 1990, shall be reduced to Eight Hundred and Forty-Two Dollars (\$842.00) or such other amount as may be adopted by the District in accordance with Section 66000 et seq. of the Government Code. Nothing in this Section 8(B) shall be construed to limit the authority of the CSD to collect fees adopted in accordance with Government Code Section 66000 et seq. for facilities other than facilities for park purposes.

C. In the event that any Landowner is in breach of this Agreement, nothing herein shall be deemed to preclude the CSD from imposing a lawfully adopted fee for park acquisition and development. In the event that such a fee is enacted, a credit for full payment of such fee shall continue to be given to all non-defaulting Landowners.

9. Modifications. Relocations of parks or changes in park size may be approved only upon the mutual written consent of the Park Committee and the Landowner (or its successor in interest) of the undeveloped property subject to the change. Any such change shall be subject to County of Sacramento approval.

10. Binding Agreement. This Agreement shall be a covenant running with the land and shall be recorded as an encumbrance on the Property described and shown in Exhibit A-1 and A-2. It is binding upon the heirs, successors and assigns of the parties.

11. Exhibits. The following is a list of exhibits attached to this Agreement which have been incorporated herein.

- A-1 and A-2 - Description of lands owned by Landowners
- B - Park Site Plan
- C - Park Facility Matrix
- D - Park Financing Plan
- E - Conceptual location of trails
- F-1 and F-2 - Description of Clementia Community Park

12. Counterpart Execution. Execution of this Agreement may be in the form of counterpart originals.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT OF SACRAMENTO COUNTY

Date: February 20, 1991

By: _____

W. Corey Trench
President,
Board of Directors

CORPORATE ACKNOWLEDGMENT

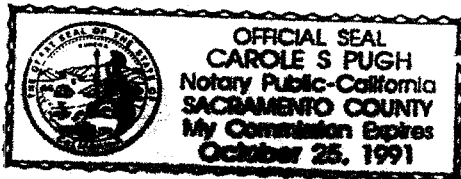
NO. 202

State of California }
County of Sacramento } SS.

On this the 20th day of February 1991, before me,
Carole S. Pugh,
the undersigned Notary Public, personally appeared

W. Corey Trench

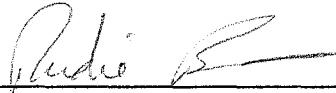
personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as President or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.



Carole S. Pugh
Notary's Signature

RANCHO MURIETA ASSOCIATION, a
California non-profit mutual
corporation

Date: Feb 21, 1991

By: 

Its: PRESIDENT

By: _____

Its: _____

RANCHO MURIETA PROPERTIES, INC.,
a California corporation

Date: 2-20, 1991

By: 

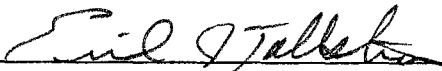
Its: VICE-PRESIDENT

By: _____

Its: _____

CBC BUILDERS, INC., a
California corporation

Date: 2-20, 1991

By: 

Its: VICE-PRESIDENT

By: _____

Its: _____

ACQUISITION CORP
SHF, Inc., a
California corporation
NEVADA

Date: 2-20, 1991

By: James H. Dale

Its: Secretary - Trust

By: _____

Its: _____

STATE OF CALIFORNIA

COUNTY OF Sacramento

On February 20, 1991, before me, the undersigned notary public, personally appeared Erik J. Tallstrom

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument as R.M.P.I., Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Carole S. Pugh
NOTARY PUBLIC



STATE OF CALIFORNIA

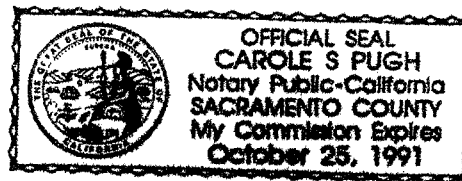
COUNTY OF Sacramento

On February 20, 1991, before me, the undersigned notary public, personally appeared James H. Dale

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument as Secretary/Treasurer on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Carole S. Pugh
NOTARY PUBLIC



STATE OF CALIFORNIA

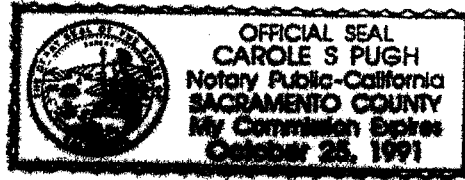
COUNTY OF Sacramento

On February 20, 1991, before me, the undersigned notary public, personally appeared Erik J. Tallstrom,

[] personally known to me
[] proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and C.B.C. Bulde acknowledged to me that the corporation executed it.

Carole S. Pugh
NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF Sacramento

On February 21, 1991, before me, the undersigned notary public, personally appeared Rudie Bivens, RMA

[] personally known to me
[] proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument as President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Carole S. Pugh
NOTARY PUBLIC



CORPORATE ACKNOWLEDGMENT

NO. 202

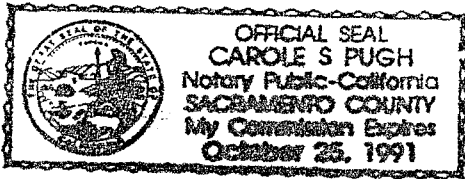
State of California }
County of Sacramento } SS.

On this the 20th day of February 19 96, before me,

Carole S. Pugh
the undersigned Notary Public, personally appeared

W. Corey Trench

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as President or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.



Carole S. Pugh
Notary's Signature

DISTRICT BOUNDARY

PARCEL 7
(117 PM 15)

PARKWAY

MURIETA

COSUMES RIVER

JACKSON RD.



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES
Planning - Engineering - Project Management

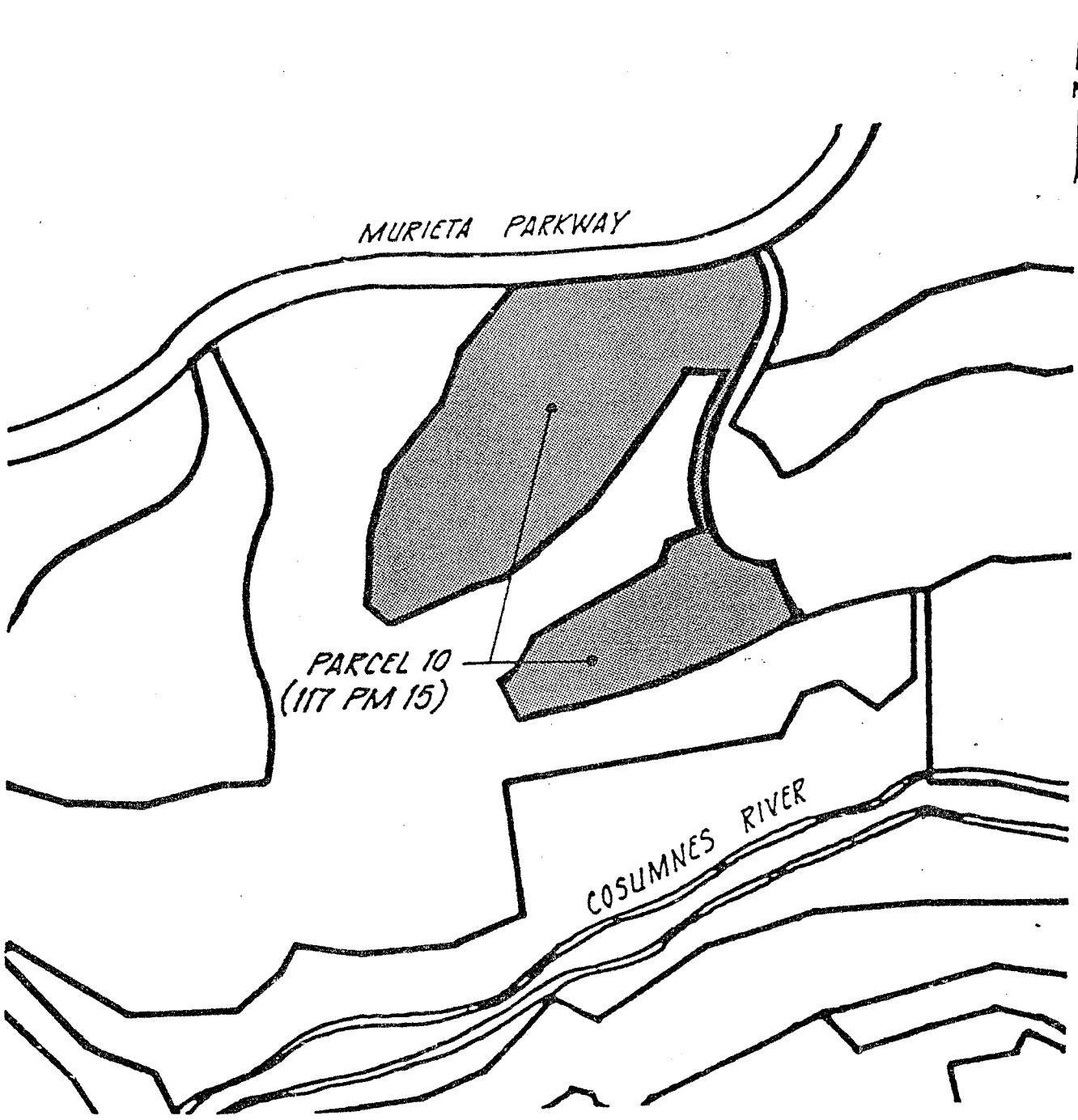
1040 Gold Lakes Drive, Suite 101, Sacramento, CA 95820 (916) 436-4080

PLAT TO ACCOMPANY
PARK AGREEMENT
EXHIBIT A-1-i.

SCALE: 1" = 1250'

DATE: 1/91

PAGE: 1 OF 9



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

GIBERSON & ASSOCIATES
Planning • Engineering • Project Management

1040 Gold Express Drive, Suite 101 Sacramento, CA 95870 (916) 638-4040

PLAT TO ACCOMPANY
PARK AGREEMENT
EXHIBIT A-1-ii.

SCALE: 1" = 500'

DATE: 1/91

PAGE: 2 OF 9

PARCEL 12
(117 PM 15)

PARKWAY

MURIETA

COSUMNES RIVER

N

RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

GIBERSON & ASSOCIATES
Planning - Engineering - Project Management

1848 Gold Express Drive, Suite 101 Sacramento, CA 95820 (916) 638-4040

PLAT TO ACCOMPANY
PARK AGREEMENT
EXHIBIT A-1-iii

SCALE: 1" = 1000'

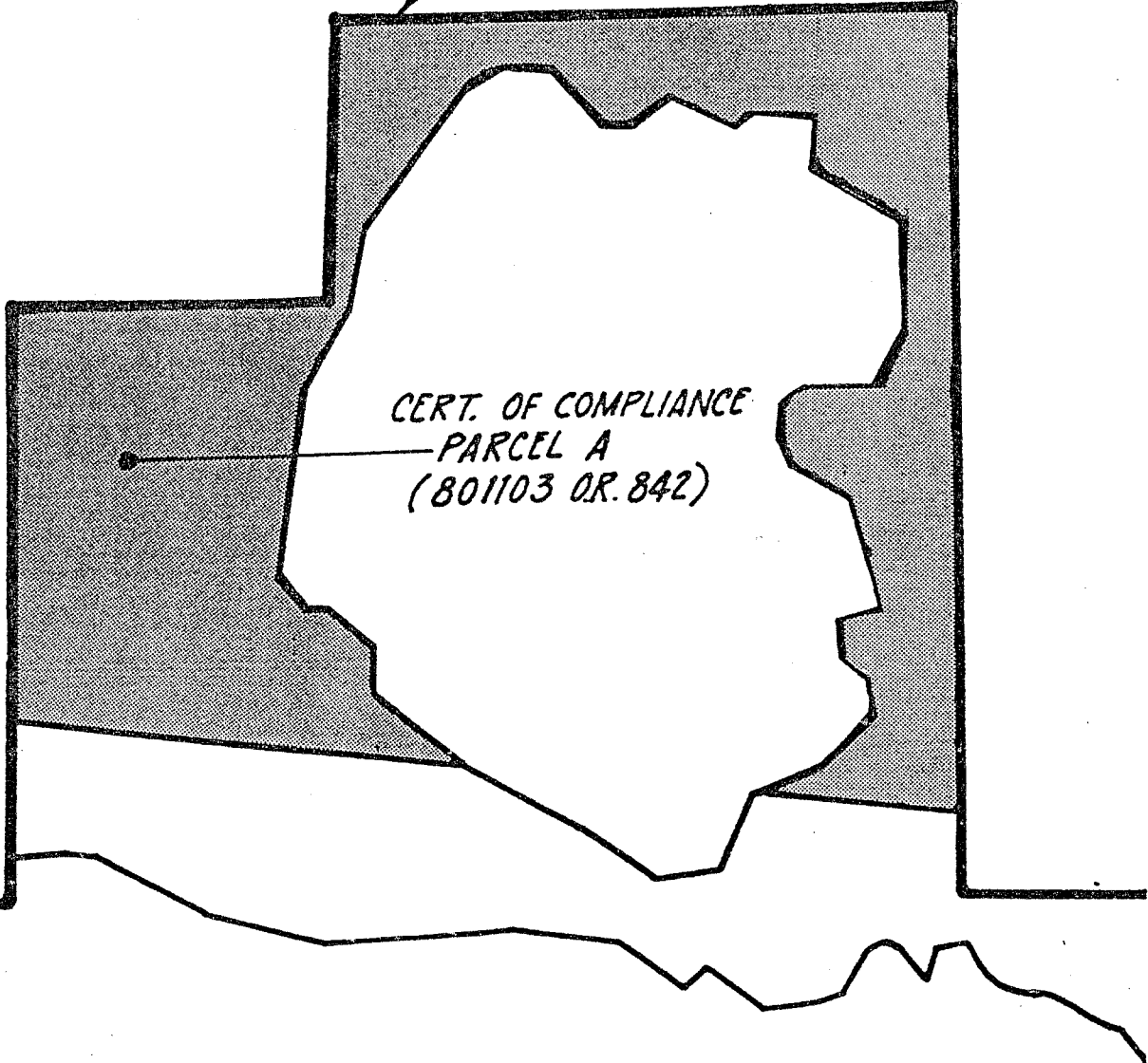
DATE: 1/91

PAGE: 3 OF 9



DISTRICT BOUNDARY

CERT. OF COMPLIANCE
PARCEL A
(801103 OR. 842)



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES
Planning • Engineering • Project Management

1046 Gold Express Drive, Suite 101 Sacramento, CA 95870 (916) 438-4000

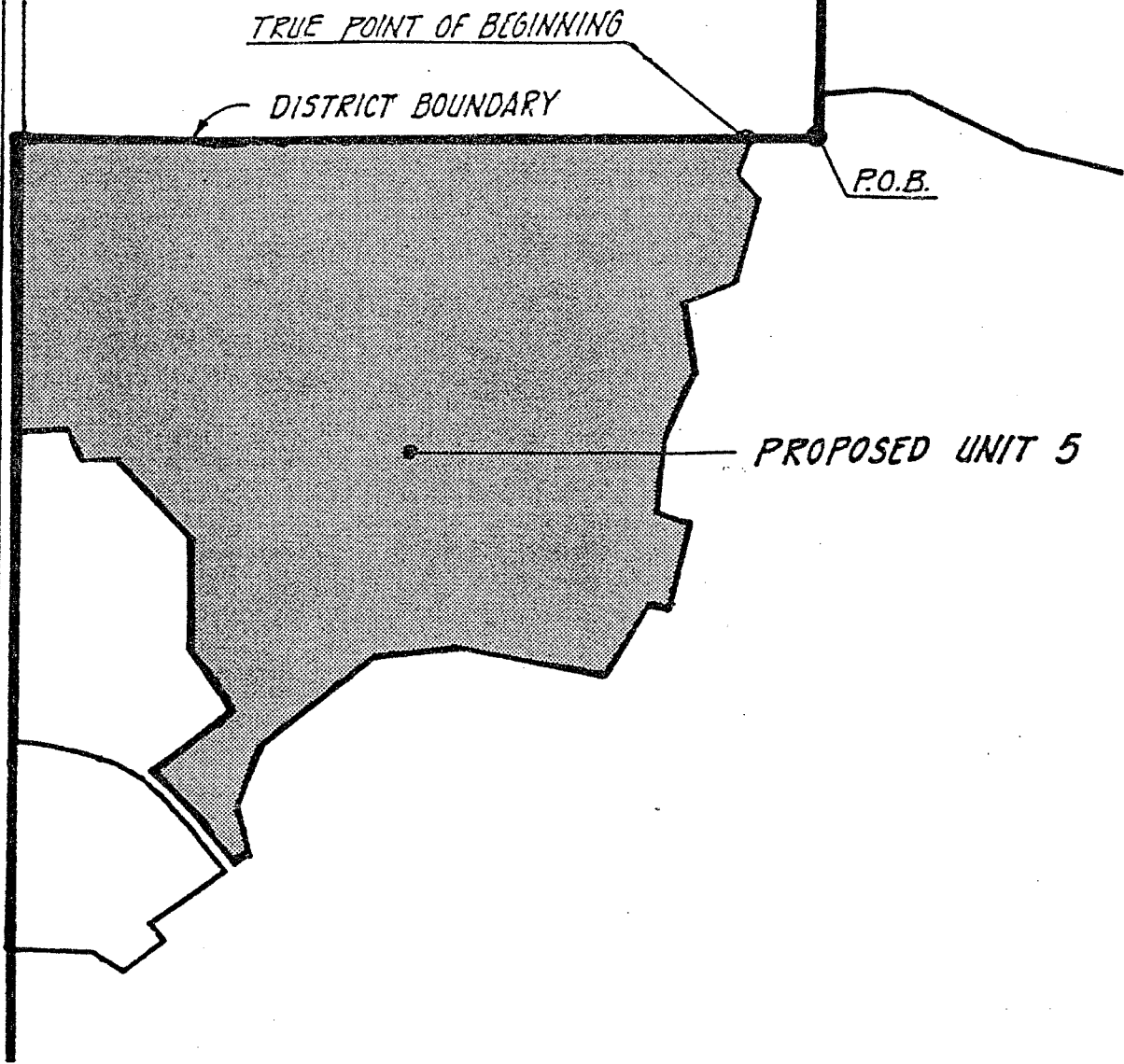
PLAT TO ACCOMPANY
PARK AGREEMENT
EXHIBIT A-1-iv.

SCALE: 1"=800'

DATE: 1/91

PAGE: 4 OF 9

STONEHOUSE ROAD



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES
Planning - Engineering - Project Management

1046 Gold Express Drive, Suite 101 Sacramento, CA 95870 (916) 438-4080

PLAT TO ACCOMPANY
PARK AGREEMENT
EXHIBIT A-1-V.

SCALE: 1=800'

DATE: 1/91

PAGE: 5 OF 9

NOTE: P.O.B. = NE COR. S/W 1/4, S/W 1/4 OF SECTION 27, T.8N., R.8E. M.D.M.

P.O.B.

TRUE POINT OF BEGINNING

N

N 89° 52' 57" E ~ 2084.93'

N 89° 36' 42" E ~ 1021.25'

S 25° 45' 16" W ~ 183.74'

S 54° 25' 01" E ~ 127.50'

S 89° 36' 42" W ~ 300.00'

S 87° 30' 19" W ~ 56.11'

S 64° 22' 23" W ~ 172.51'

S 09° 13' 46" W ~ 531.43'

S 08° 59' 50" E ~ 303.97'

S 22° 25' 14" W ~ 354.68'

S 04° 58' 43" W ~ 290.35'

S 76° 44' 27" E ~ 160.00'

N 63° 57' 25" W ~ 106.00'

R = 1581.00'
CH = S 10° 40' 00" W ~ 435.52'

S 22° 02' 59" W ~ 143.73'

N 73° 00' 00" W ~ 550.00'

N 68° 15' 46" W ~ 10.01'

S 27° 16' 08" W ~ 266.47'

S 85° 00' 00" W ~ 265.00'

S 72° 35' 39" W ~ 115.60'

S 48° 30' 00" W ~ 535.01'

S 19° 00' 00" W ~ 267.37'

S 16° 22' 43" E ~ 200.00'

S 57° 58' 43" W ~ 120.77'

N 32° 01' 18" W ~ 170.70'

R = 721.00'
CH = N 47° 56' 15" W ~ 395.43'

N 01° 34' 35" W ~ 1326.86'

N 89° 40' 55" W ~ 237.14'

N 58° 58' 56" W ~ 277.73'

S 88° 25' 25" W ~ 160.00'

N 41° 10' 12" W ~ 371.01'

N 01° 34' 35" W ~ 600.00'

N 27° 56' 32" W ~ 263.70'

N 49° 44' 58" E ~ 470.00'

STONEHOUSE ROAD

RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

GIBERSON & ASSOCIATES
Planning • Engineering • Project Management

PLAT TO ACCOMPANY
PARK AGREEMENT
EXHIBIT A-1-V.

SCALE: 1" = 500'

DATE: 1/91

PAGE: 6 OF 9

15 Cole Express Drive, Suite 101 Sacramento, CA 95810 (916) 436-4060

PARCEL 1
(92 PM 22)

STONEHOUSE ROAD

DISTRICT BOUNDARY

PARKWAY

MURIETA

LONE PINE DRIVE

JACKSON ROAD



PANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

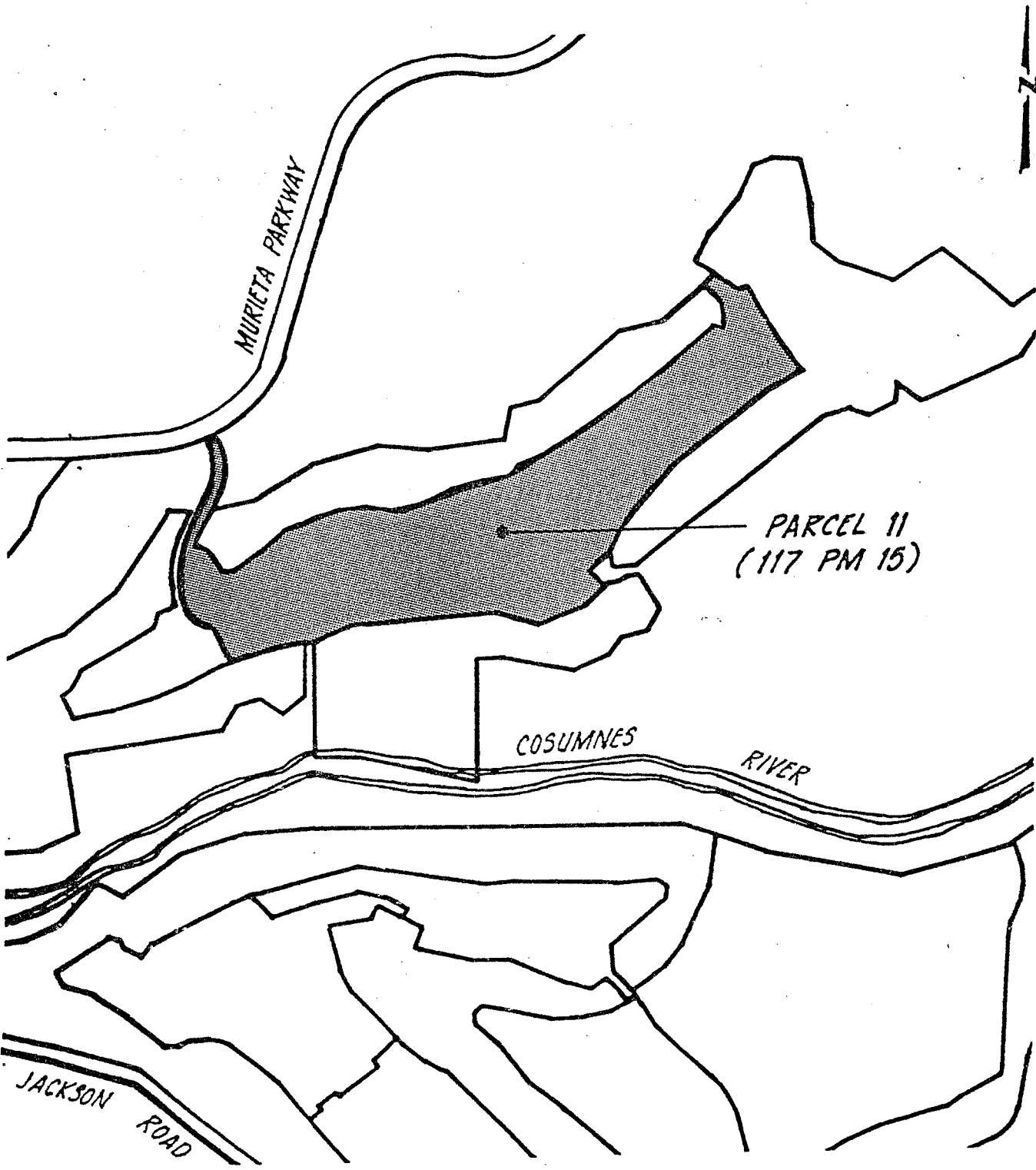
GIBERSON & ASSOCIATES
Planning • Engineering • Project Management

PLAT TO ACCOMPANY
PARK AGREEMENT
EXHIBIT A-1-VI

SCALE: 1"=500'

DATE: 1/91

PAGE: 7 OF 9



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

GIBERSON & ASSOCIATES
 Planning • Engineering • Project Management

10400 Coto Lane, Suite 101, Sacramento, CA 95820 (916) 636-0060

PLAT TO ACCOMPANY
 PARK AGREEMENT
 EXHIBIT A-1-vii

SCALE: 1"=800'

DATE: 1/91

PAGE: 8 OF 9

STONEHOUSE ROAD

DISTRICT BOUNDARY

LOT A
(95 B.M. 18)



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES
Planning • Engineering • Project Management

1246 Gold Express Drive, Suite 101 Sacramento, CA 95870 (916) 438-4060

PLAT TO ACCOMPANY
PARK AGREEMENT
EXHIBIT A-1-viii

SCALE: 1"=800'

DATE: 1/91

PAGE: 9 OF 9

EXHIBIT A-2-i

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 7 of that certain parcel map filed in the office of the Recorder of said County in Book 117 of Parcel Maps at Page 15.

EXHIBIT A-2-ii

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 10 of that certain parcel Map filed with the office of the Recorder of said County in Book 117 of Parcel Maps at Page 15.

EXHIBIT A-2-iii

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 12, as shown in that certain Parcel Map filed in the office of the Recorder of said County in Book 117 of Parcel Maps at Page 15.

EXHIBIT A-2-iv

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel A of that certain Certificate of Compliance filed in the office of the Recorder of said County in Book 801103, Official Records, at Page 842.

EXHIBIT A-2-v

That real property situate in the unincorporated area, County of Sacramento, State of California, being a portion of Parcel 2 and a portion of Parcel 3 of that certain Parcel Map filed in the office of the Recorder of said County in Book 12 of Parcel Maps at page 47 and being more particularly described as follows:

Beginning at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 8 North, Range 8 East, M.D.M.; thence, South 89° 36' 42" West 300.00 feet to the True Point of Beginning; thence, South 25° 45' 16" West 183.74 feet; thence, South 54° 25' 01" East 127.50 feet; thence, South 09° 13' 46" West 531.43 feet; thence, South 87° 30' 19" West 56.11 feet; thence, South 64° 22' 23" West 172.51 feet; thence, South 08° 59' 50" East 303.97 feet; thence, South 22° 25' 14" West 354.68 feet; thence, South 04° 58' 43" West 290.35 feet; thence, South 76° 44' 27" East 160.00 feet; thence along a non tangent curve concave to the West having a radius of 1,581.00 feet subtended by a chord which bears South 10° 40' 00" West 435.52 feet; thence, North 63° 57' 25" West 106.00 feet; thence, South 22° 02' 59" West 143.73 feet; thence, North 68° 15' 46" West 10.01 feet; thence, South 27° 16' 08" West 266.47 feet; thence, North 73° 00' 00" West 550.00 feet; thence, South 85° 00' 00" West 265.00 feet; thence South 72° 35' 39" West 115.60 feet; thence, South 48° 30' 00" West 535.01 feet; thence, South 19° 00' 00" West 267.37 feet; thence, South 16° 22' 43" East 200.00 feet; thence, South 57° 58' 43" West 120.77 feet; thence, North 32° 01' 18" West 170.70 feet; thence, along the arc of a non tangent curve concave to the Southwest having a radius of 721.00 feet being subtended by a chord which bears North 47° 56' 15" West 395.43 feet; thence, North 49° 44' 58" East 470.00 feet; thence, North 27° 56' 32" West 263.70 feet; thence, North 01° 34' 35" West 600.00 feet; thence, North 41° 10' 12" West 371.01 feet; thence, South 88° 25' 25" West 160.00 feet; thence, North 58° 58' 56" West 277.73 feet; thence, North 89° 40' 55" West 237.14 feet to a point on the East line of Stonehouse Road; thence, North 01° 34' 35" West 1,326.86 feet; thence, leaving said East line of Stonehouse Road North 89° 52' 57" East 2,084.93 feet; thence, North 89° 36' 42" East 1,021.25 feet to the True Point of Beginning.

EXHIBIT A-2-v

Page 5 of 8

EXHIBIT A-2-vi

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 1 of that certain Parcel Map filed in the office of the Recorder of said County in Book 92 of Parcel Maps at Page 22.

EXHIBIT A-2-vii

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 11 of that certain Parcel Map filed with the Recorder of said County in Book 117 of Parcel Maps at page 15.

EXHIBIT A-2-viii

That real property situate in the unincorporated area, County of Sacramento, State of California, being Lot A of that certain Subdivision Map filed at the office of the Recorder of said County in Book 95 of Maps, Map Number 18.

Rancho

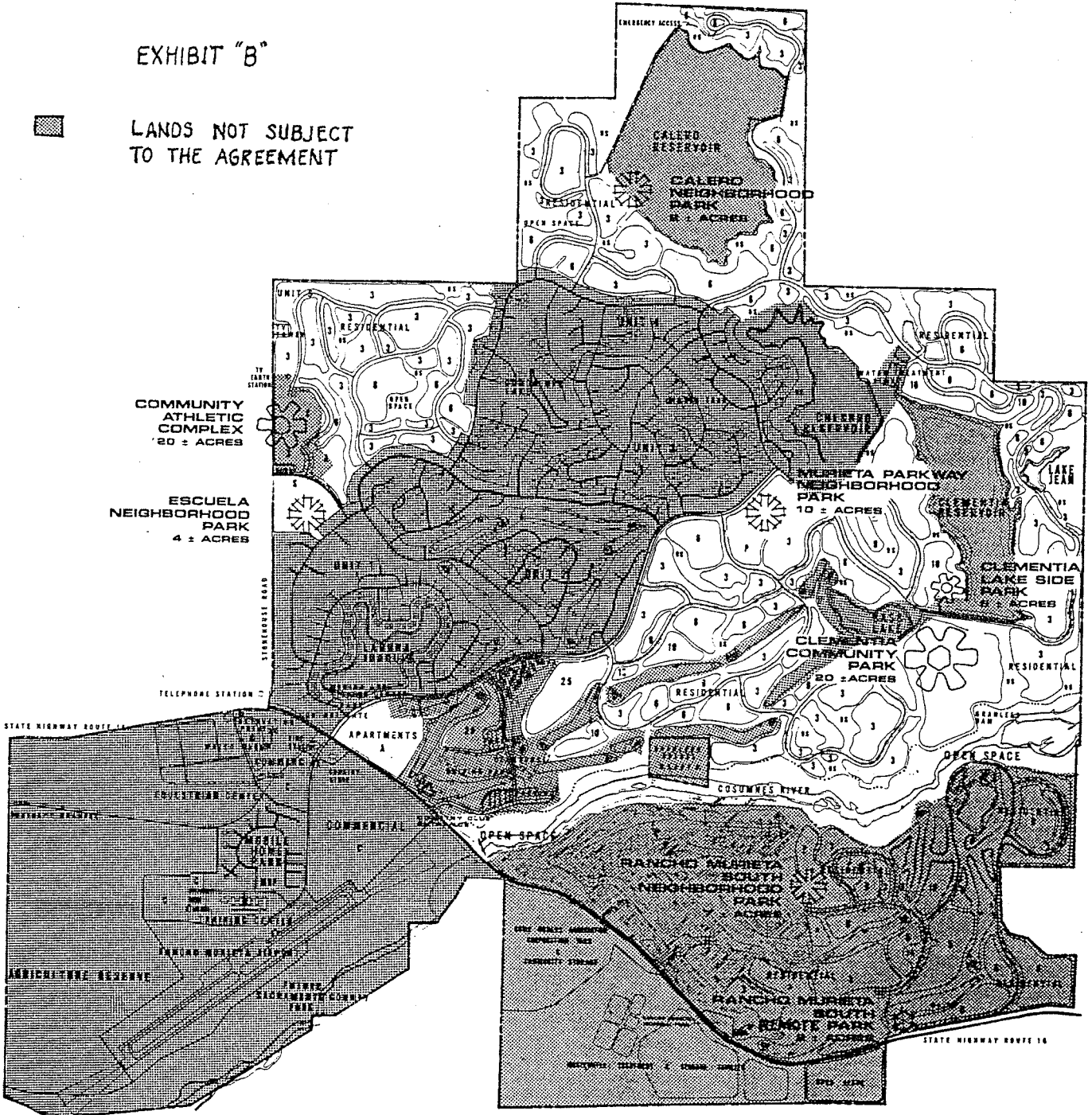


Murieta

EXHIBIT "B"



LANDS NOT SUBJECT TO THE AGREEMENT



Master Park Site Plan

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "C"
 RANCHO MARIETA PARK FACILITY MATRIX
 JANUARY 4, 1991

PARKMATS
 84002.5
 JANUARY 4, 1991

		NEIGHBORHOOD PARKS				COMMUNITY PARKS & FACILITIES				
ITER NO.:	DESCRIPTION	MARIETA PARKWAY	ESQUELA DRIVE	CAJERO LAKESIDE	MARIETA SOUTH SPDRS	MARIETA SOUTH RESERVE-PARK	ATHLETIC COMPLEX	CLEMENTIA COMMUNITY	CLEMENTIA LAKESIDE	STONEHOUSE SCHOOL JOINT USE FACILITY
A. PHYSICAL CHARACTERISTICS										
1	ADRENAGE (PROPOSED SITE)	10.0	4.0	8.0	7.0	2.0	20.0	20.0	8.0	N/A
2	SLOPES	MILD	STEEP	FLAT	HILL	FLAT	HILL	FLAT	STEEP	STEEP
3	TREE COVER	10%	0%	0%	10%	10%	0%	0%	0%	0%
4	CULTURAL RESOURCES	YES	NO	NO	NO	NO	NO	YES	NO	NO
5	HYDROLOGY	NONE	NONE	LAKE SHORE	25% FLOOD, SAND BATTERED, CHECK	NONE	NONE	100% FLOOD	LAKE SHORE	NONE
6	SOILS	GOOD	GOOD	GOOD	FAIR	FAIR	GOOD	GOOD	GOOD	FAIR
7	EROSION HAZARD	MODERATE	MODERATE	MODERATE	MODERATE	MODERATE	MODERATE	LOW	MODERATE	MODERATE
B. IMPROVEMENTS										
1	AMPHITHEATER				X					
2	BANIAN SOCCER FIELD				X			X		
3	BBQ AREA			X					X	
4	BENCH AREA				X					X
5	BLEACHERS (PERMANENT)						X (2 PHASES)			
6	BLEACHERS (TEMPORARY)									
7	BOAT LAUNCH RAMP			X					X	
8	COMMUNITY BUILDING (4,000 S.F.)									X
9	FOOD PREPARATION AREA									
10	FLOATING DOCK (PERMANENT)									
11	HARD COURT	X			X		X (W/ LIGHTS)		X	
12	HORSESHOE PITS	X			X				X	
13	INTERPRETIVE/MATURE AREA	X			X					
14	LARGE GROUP PICNIC AREA				X					
15	LIGHTED BALL FIELD						X (3 TOTAL)		X	
16	LITTLE LEAGUE DIAMOND						X (2 TOTAL)			
17	NEIGHBORHOOD BUILDING (4,000 SF)	X			X					
18	OPEN PLAY FIELD	X			X		X		X	
19	PARKING	X			X		X		X	
20	PICNIC AREA				X		X		X	
21	REGULATION BASEBALL FIELD				X		X		X	
22	RESTROOMS				X		X		X	
23	SHADE TREES	X			X		X		X	
24	SOCCER FIELD		X		X		X (2 TOTAL)		X	
25	SOFTBALL FIELD				X		X			
26	SNACK BAR/EQUIPMENT BUILDING				X		X			
27	SWIM AREA						X		X	
28	SWIM COMPLEX (SPACE ONLY)	X			X		X			
29	TENNIS COURTS (2 PER SITE)	X			X		X (W/ LIGHTS)		X	
30	TOT LOT/PLAYGROUND	X			X				X	
31	TURF & IRRIGATION	X		X	X				X	
32	HOLLEYBALL COURT			X	X				X	

(1) PARKS NOT SUBJECT TO AGREEMENT

EXHIBIT "D"

RANCHO MURIETA
 PARK FUNDING PROGRAM
 January 4, 1991

A. PARK BUDGETS

<u>Description</u>	<u>Budget</u>
I. <u>NEIGHBORHOOD PARKS</u>	
A. RANCHO MURIETA NORTH	
1. Murieta Parkway	\$ 540,000
2. Escuela Drive	235,000
3. Calero Lakeside	<u>365,000</u>
Subtotal	\$ 1,140,000
B. RANCHO MURIETA SOUTH	
1. Murieta South	\$ 395,000
2. Murieta South Remote	<u>100,000</u>
Subtotal	\$ 495,000
TOTAL NEIGHBORHOOD PARKS	\$ 1,635,000
II. <u>COMMUNITY PARKS & FACILITIES</u>	
A. COMMUNITY PARKS	
1. Athletic Complex	\$ 2,172,000
2. Clementia Community Park	1,375,000
3. Clementia Lakeside	<u>353,000</u>
Subtotal	\$ 3,900,000
B. COMMUNITY BUILDINGS	
1. Murieta Parkway Park	\$ 500,000
2. Murieta South Park	<u>500,000</u>
Subtotal	\$ 1,000,000
TOTAL COMMUNITY PARKS & FACILITIES	\$ 4,900,000
GRAND TOTAL	<u>\$ 6,535,000</u>

NOT SUBJECT TO PARK AGREEMENT

B. FUNDING PROGRAM

	<u>Description</u>	<u>Budget</u>	<u>Funding</u>
I.	Neighborhood Parks		
A.	Rancho Murieta North	\$ 1,140,000	
	1. Developer Responsibility:		
	Undeveloped DU =		
	1,894 DU @ \$ 602/DU =		\$ 1,140,000
B.	Rancho Murieta South	\$ 495,000	
	To be built and dedicated by Rancho Murieta South developers at their sole cost (No Neighborhood Park Fee)		\$ 495,000
TOTAL NEIGHBORHOOD PARKS		\$ 1,635,000	\$ 1,635,000
II.	Community Parks & Facilities		
A.	Community Parks and Facilities	\$ 4,900,000	
	1. Developer Responsibility:		
	Undeveloped DU =		
	3,108 DU @ \$ 1,095/DU =		\$ 3,400,000
	2. RMA Responsibility:		
	Developed DU =		
	1,534 DU @ \$ 980/DU =		\$ 1,500,000
	(To Be Contributed In Accordance with Section 7A)		
TOTAL COMMUNITY PARKS & FACILITIES		\$ 4,900,000	\$ 4,900,000
GRAND TOTAL		\$ 6,535,000	\$ 6,535,000

■ FUNDING NOT SUBJECT TO PARK AGREEMENT

Rancho



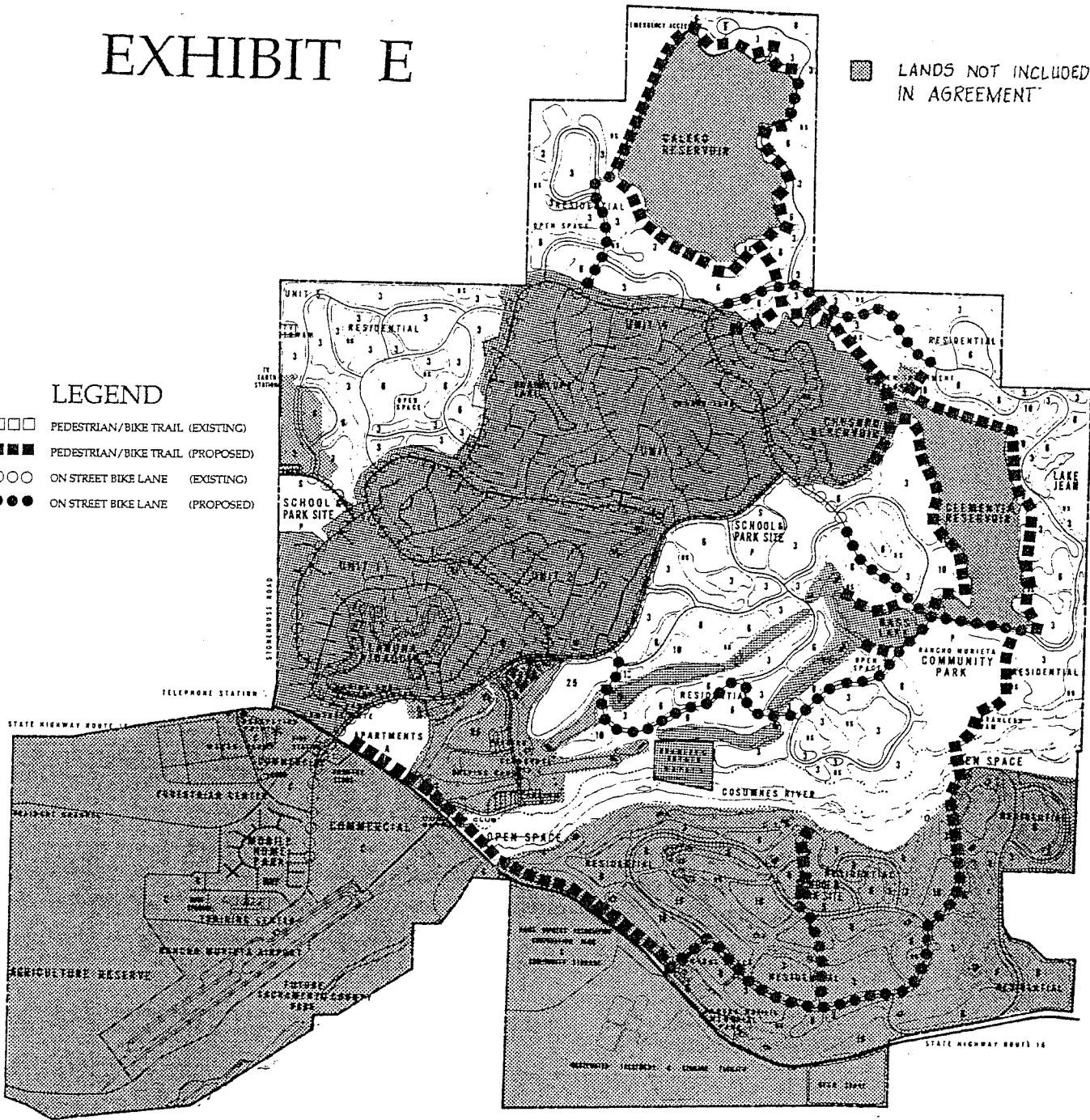
Muñeta

EXHIBIT E

■ LANDS NOT INCLUDED IN AGREEMENT

LEGEND

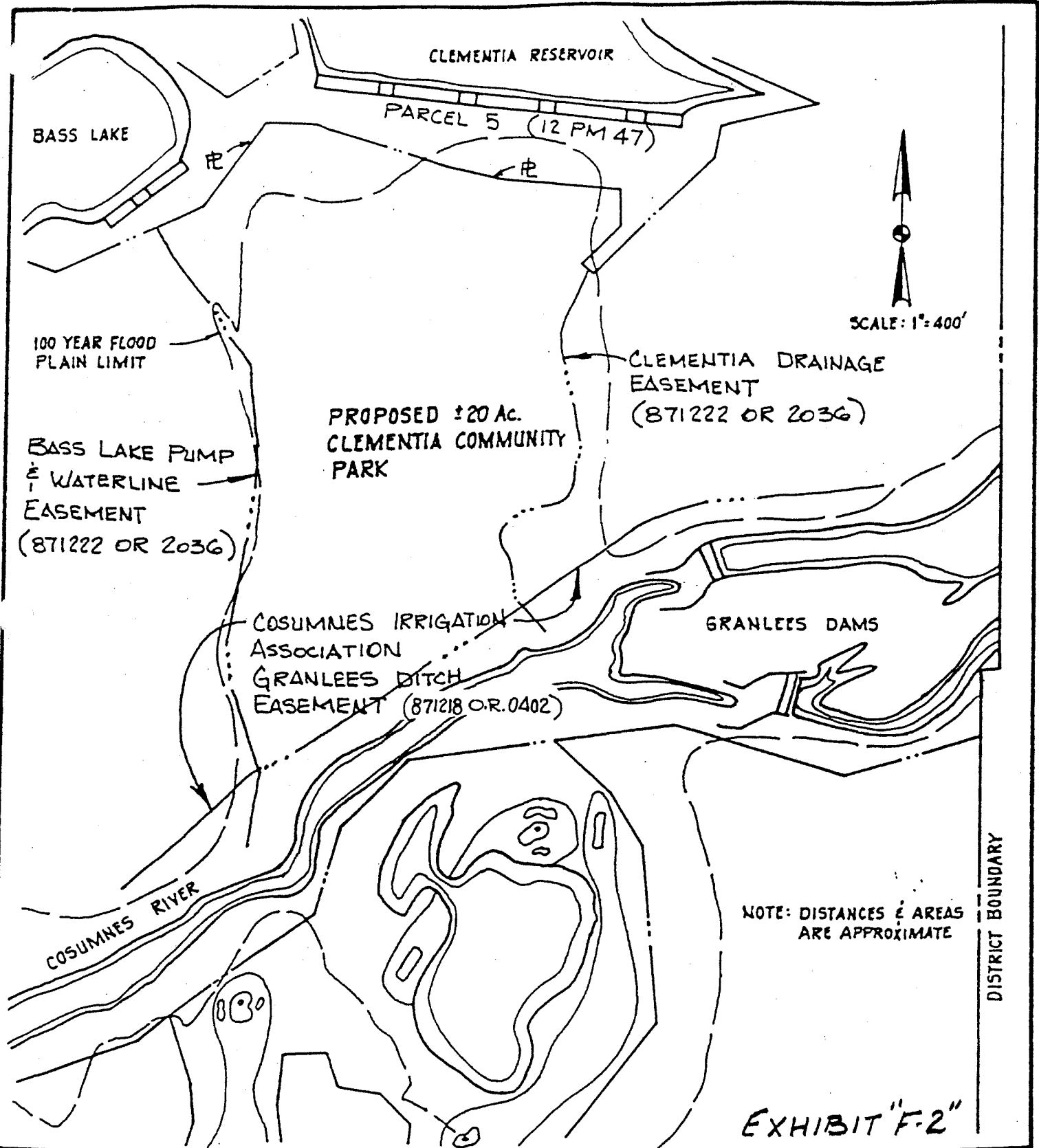
- □ PEDESTRIAN/BIKE TRAIL (EXISTING)
- ■ PEDESTRIAN/BIKE TRAIL (PROPOSED)
- ○ ON STREET BIKE LANE (EXISTING)
- ● ON STREET BIKE LANE (PROPOSED)



DATE: 1988
JULY 1987 COUNTRY CLUB ENTRANCE

CONCEPTUAL PLAN TRAIL SYSTEM





**CLEMENTIA COMMUNITY
PARK**
RANCHO MURIETA CALIFORNIA



11246 Gold Express Dr.
Suite 101
Sacramento, CA 95670
Tel: 916.638.4060



DATE: 1/91
DRAWN: BS
JOB: 84002.50
SHEET: 1 OF 1

Water Resources • Public Infrastructure • Land Development