



Cordova Recreation and Park District

INVITATION TO BID

THE PRESERVE NEIGHBORHOOD PARKS DESIGN

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed proposals are invited by the Cordova Recreation & Park District, located in County of Sacramento, CA to provide qualifications and proposals for the:

The Preserve Neighborhood Parks Design

The Cordova Recreation & Park District (CRPD) is requesting qualifications and proposals from landscape architecture firms with properly licensed professionals to provide consulting services for design and concept plan preparation for Board of Directors approval, preparation of bid documents, and construction support for two neighborhood parks in the Preserve Development. The two neighborhood parks are 4.15 acres and 4.50 acres in gross acreage size and located in The Preserve Development generally located northwest of Raymer Way and Grant line Road.

The Request for Qualifications (RFQ) and all addenda will be published on the CRPD's website: <https://cordovarpd.gov/resources-and-information/rfpsrfqs/>, the local newspaper and LinkedIn. Proposers are required to obtain addenda, and acknowledge consideration of the addenda are included in the submittal.

All proposals and proposal questions should be directed to:

Rick Smith, Senior Management Analyst
11070 White Rock Road Ste. 130
Rancho Cordova, CA 95670
(916) 842-3323 rsmith@cordovarpd.gov

Last day and time for questions and requests for clarifications: Monday, August 4, 9 a.m.
Last addenda will be published (if needed) by: Thursday, August 7, 5 p.m.

Qualifications/Proposals must be received at District Office no later than:

3:00 p.m. on Monday, August 11, 2025:

Rick Smith, Senior Management Analyst

Cordova Recreation & Park District, 11070 White Rock Rd, Suite 130, Rancho Cordova, CA 95670

A selection committee will examine, evaluate, and rank proposals based on qualifications. The highest ranked proposers may be invited for an interview. CRPD staff intends to make a recommendation for award of an Agreement to the CRPD Board of Directors at a meeting within ninety (90) days after the final date for proposal acceptance. CRPD reserves the right to reject all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedure, or to postpone the final date of proposal acceptance or award for good cause. CRPD hereby notifies all proposers that it will affirmatively ensure that any Agreement entered into pursuant to this proposal, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award. For more information about DBE's visit: <https://caltrans.dbesystem.com/>

The successful proposing firm must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act. Submittals shall be in accordance with the requirements set forth in the proposal documents. Submission of a proposal shall constitute a firm offer to CRPD.

Patrick Larkin, General Manager
Cordova Recreation and Park District
July 1, 2025

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BACKGROUND AND EXISTING CONDITIONS

This development is located in the City of Rancho Cordova, specifically at the northwest intersection of Raymer Way and Grant Line Road, adjacent to the Sunridge Specific Plan and east of the Rio Del Oro Specific Plan. The Preserve Development encompasses a comprehensive two-phased plan aimed at constructing 439 single-family residential units, complemented by neighborhood greens and the Morrison Creek bike trail (under the City of Rancho Cordova jurisdiction being designed and constructed by the developer) and two dedicated neighborhood parks (under CRPD jurisdiction being designed and constructed by CRPD). The City's Morrison Creek Trail will pass through the northern portion of each neighborhood park.

According to the General Plan, the project sites are designated as a Planning Area, falling within the Grant Line West Planning Area and within a Low-Density Residential zoning Designation. The sites are currently zoned as Residential (RD-5) identified by the Assessor's Parcel Numbers (APNs) 072-0300-019 & -018.

The proposed northwest neighborhood park, spanning 4.15 acres, features street frontage to the south and is bordered by Morrison Creek on its northern side. a City-owned neighborhood green is adjacent to the west boundary. The City-maintained regional trail system will end in this park and therefore amenities to serve as a trailhead to access the east end of the trail system may be included in this park. This park is specifically identified as Parcel D of Final Map Book 436, Page 1 of Phase II of The Preserve Development.

Additionally, a 4.50-acre neighborhood park is proposed for the central northern portion of the development. This park will offer street frontage to the south, open space, and neighborhood greens to the east and west, while being bordered by Morrison Creek to the north. It is specifically identified as Parcel F of Final Map Book 436, Page 1 of Phase II of The Preserve Development.

PROJECT DESCRIPTION

CRPD typically works with developers to "turnkey" neighborhood parks, however, The Preserve Park Development Agreement dictates that CRPD will be responsible for the design and construction of the two parks sites. In order to expeditiously meet the timelines as outlined in the park development agreement, CRPD will be developing the two park sites simultaneously. Ideally, this will allow for some efficiencies and potential cost savings due to economy of scale.

The total hard construction budget for both parks is anticipated to be approximately \$4 million.

PROGRAMMING STATEMENT

Neighborhood parks typically serve residents living within ½ mile of each site. Typically, CRPD neighborhood parks include picnic areas, perimeter walking paths, multi-use turf areas, drought-tolerant landscaping, playgrounds for ages 2-5 and 5 – 12, sports courts and games. These two parks have reduced street frontage and therefore less on-street parking than is typically available. Parcel D will include off-street parking and may include amenities associated with a trailhead such as drinking fountains with bottle fillers and a restroom (as budget allows). It is CRPD's intention that the designs of these parks complement each other and the surrounding development. The amenities in each site should be appropriate for its location.

SCOPE OF WORK

Introduction

The scope of work consists of development of the conceptual plans for the parks for Board of Directors approval, the design development and construction document phase, preparing cost estimates, assisting with

bid phase, and construction administration.

Conceptual Designs

The Consultant shall work with CRPD staff to develop a theme and conceptual level plan for each park site that are consistent with the available budget. Concepts will be reviewed by CRPD Planning, Recreation, and Park Services staff for consistency with CRPD's 2024 Optimized Plan, Design & Construction Standards Manual, 2014 Nexus Study, and The Preserve Park Development Agreement.

Cordova Recreation & Park District Board of Directors Public Hearing

CRPD staff shall present the preferred conceptual designs to CRPD's Board of Directors at a regularly scheduled meeting for their consideration and approval. The Consultant's scope includes preparing the concept plans and any necessary exhibits, and answering questions from the Board of Directors so they can take action.

Design Development and Construction Documents

Upon CRPD's selection of the preferred design options for both park sites, the Consultant will be authorized to proceed with preliminary design, design development, probable construction cost estimates, bid documents, and bidding/construction support for public works competitive bidding. Ancillary work includes construction cost estimating, schedule monitoring, preparation of reports and recommendations, and project management. The need for environmental document preparation is not anticipated because the park sites and associated environmental impacts were addressed in the 2022 The Preserve Finals Environmental Impact Report.

The Consultant will perform all landscape architectural, engineering, and project management related work necessary to prepare conceptual plans, construction documents, and specifications suitable for obtaining all necessary permits and public works bidding.

Topographical Survey (Additional Service) for Both Parks

Consultant will review mass grading improvement plans to determine if a topographical survey is required to produce detailed grading and layout plans and to satisfy permitting agencies. If required, the CADD file of the survey shall be made available to the Park District.

Design Development for Both Parks

Consultants shall be the Landscape Architect/Engineer of Record and responsible for design and preparation of complete plans, technical specifications, and compiling of a project manual using CRPD's standard templates for general construction contract, general conditions, and related forms with recommended edits. The Consultant must perform an adequate field investigation to confirm existing conditions.

All work is to follow all applicable rules, regulations, codes, laws, and good practices for public facilities. When possible, the Consultant shall incorporate "green" construction practices, sustainability, and energy efficiency. Low water use that complies with State mandated MWEL requirements, and incorporating low operations and maintenance costs into recommendations and subsequent design is required.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing, where possible and appropriate, and provide options to the contractor, where appropriate, to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services.

Specifications shall be prepared in current Construction Specification Institute (CSI) format.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, regulatory agencies, Rancho Cordova Building Division, and other stakeholders will also be the Consultant's responsibility. The documents must be in compliance with all provisions of the State Water Resources Control Board Construction General Permit.

All submittals for both parks shall include hardcopies (number specified below) and digital copies (PDF and native format) of all documents.

30% Submittals: Submit two (2) sets of 24" x 36" and two (2) sets of 11" x 17" hardcopies.

1. 30% plans: Cover sheet and plan sheet with base mapping and preliminary details
2. Project schedule update
3. 30% construction cost estimate
4. Brief memorandum of determination if the project's construction activities are within the NPDES Construction General Permit. Include project type and risk level.
5. Table of Contents list for technical specifications

75% Submittals: All major issues have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review. Submit two (2) sets of 24" x 36" and two (2) sets of 11" x 17" hardcopies.

1. 75% Plans: All subcontracted work shall be accounted for in this submittal. All project details have been accounted for.
2. 75% Specifications: This shall include technical specifications and special provisions with recommended revisions using track changes tool in MS Word. The specifications shall include:
 - Bid item descriptions and measurement & payment provisions
 - A list of minimum required submittals during construction
 - List of information available to Bidders, with disclaimer
 - A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - A table list of materials requiring warranties and associated warranty periods
3. Catalog cut sheets of proposed equipment and non-standard materials
4. Project schedule update
5. Updates on status of permits/applications including SMUD, PG&E, etc.
6. 75% construction cost estimate in the form of the bid schedule
7. Responses to CRPD's review comments on the 30% submittal, return of mark-ups
8. Other supporting documentation as necessary including SWPPP (if construction of the project will disturb one acre or more of land), NOI, documentation of starting permits necessary for the contractor, SWPPP, list of information available to Bidders, etc.

100% Submittals: All issues, prior comments, and concerns must be addressed in this submittal. Submit two (2) sets of 24" x 36" and two (2) sets of 11" x 17" hardcopies.

1. 100% plans: Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the submittals.
2. 100% specifications
 - Reviewed bid instructions
 - Finalized special provisions including list of required submittals
 - Finalized technical specifications
3. Project schedule update
4. 100% construction cost estimate

5. Responses to CRPD's 75% review comments and mark-up return
6. Other supporting documentation as necessary

Bid Packages

The bid packages shall be finalized upon incorporation of CRPD's final comments from the 100% submittal, including incorporation of all permitting authority comments. CRPD will incorporate the Consultant's technical specifications into a Project Manual for public bidding purposes.

Submit copies and digital format (PDF and native format) for each of the park sites. Documents are listed below:

1. One hard copy of full-sized plans (24" x 36"), stamped and signed on each sheet by the Landscape Architect and each discipline
2. One hard copy of the technical specifications, cover sheet stamped
3. Bid quantity sheet to be used for the Bid Proposal form
4. Final project schedule update
5. Final construction cost estimate

All design calculations, plans and other products worked on or completed as part of this work will be the property of CRPD. The Consultant shall provide digital copies of the 100% submittal to the District.

Construction Administration and Observation

It is CRPD's intention to bid both parks under one construction contract. Parks shall be constructed by one qualified construction firm at the same time.

Work includes, but is not limited to:

Bidding Services

Consultant will attend a pre-bid meeting for each park, respond to all bidder's requests for information, and support CRPD's coordination efforts to inform plan-holders of significant responses to bidder questions and prepare addenda as necessary. During bidding, all proposers' communications will be directed through CRPD's Project Manager and published to the same venues as the bid document distribution means and sent to attendees of the mandatory pre-bid meeting. If addenda to bid documents are extensive as a result of Consultant's work product, conformed documents shall be prepared at no expense to the CRPD.

Distribution of bid documents will be through plan centers, applicable Consultant resources, CRPD's website, and electronic means. A plan holders list will be derived from mandatory pre-bid meetings. CRPD will distribute and publish bid documents.

Construction Support Services

CRPD's Park Planning team will have primary responsibility for construction management and inspection. CRPD's Park Planning Team may contract with a third-party construction management firm (CM). If a CM is hired, this position (not the contractor) will be the Consultant's primary point of contact during the construction phase.

The following is a minimum list of services and submittals required.

- Attend the pre-bid meeting.
- Attend the pre-construction meeting.
- Attend weekly construction progress meetings.
- Participate in the final inspection and development of punch lists.
- Respond to requests for information, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to

requests for information shall be timely in order to avoid construction delays and claims.

- Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims.
- Review proposed substitutions, if any, for conformance to plans and technical specifications.
- Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
- Prepare Record Drawings based upon red lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.

CONSULTANT PROPOSAL CONTENT

1. Proposer's complete name, business address, telephone number, primary contact's information, and the location where work will occur.
2. A description of the proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization.
3. A complete disclosure of any prior or ongoing incidents as to which it is alleged that proposer has defaulted or failed to perform which has led the other party to terminate the contract. Identify the parties involved and the circumstances of the default or termination. Also, describe any civil or criminal litigation or investigation pending which involves proposer or in which proposer has been judged guilty or liable.
4. Written confirmation that the firm can and will comply with the terms of CRPD's Standard Form of Agreement including stated insurance requirements.
5. The identity of the Consultant's principal staff members who will be assigned to this project and a description of their responsibilities.
6. A work history of key personnel which demonstrates qualification and experience and includes descriptions of completed projects, dates, costs of the projects, and duties performed by the individuals on the projects.
7. A list of any sub-Consultants to be utilized on the project, including a description of how each sub-Consultant will be utilized.
8. Consultant's proposed approach to the Scope of Work, including procedures, methodologies, measures of effectiveness, organization, and scheduling of tasks to be performed as well as a statement outlining the anticipated involvement of CRPD staff. ***CRPD requests that, if necessary, the proposer should suggest changes to the scope of services as part of their proposal in order to achieve CRPD's stated project objectives.***
9. Three (3) references for whom the proposer has performed similar services of similar neighborhood park design scope within the past six years. Include the organization's name and address, the name and telephone number of a contact person, and a brief description of the services performed by the consulting firm.
10. Time schedule, including a description of the ability of the proposer to perform services within the proposed time frame while providing a quality product.

11. The Proposer should specifically indicate in its proposal any clauses in CRPD's Standard Agreement that are unacceptable to the Proposer.
12. The signature(s) of the company officer(s) empowered to bind the firm, with the title of each (e.g., president, general partner), and the acknowledgment of the receipt of any addenda, by number, if issued for this Request for Qualifications.

Cost Proposal

The cost proposal shall be submitted as a separate, sealed item. The cost proposal shall include hour and fee breakdown by the tasks detailed in the Scope of Work. No markups shall be allowed on reimbursable expenses and the maximum markup on each sub consultant shall be 10%.

Ancillary work tasks shall be itemized with associated fee. Optional and additional services, if any, should be included as separate line items in the cost proposal.

CRPD intends to enter into an Agreement with a maximum sum identified for each service task. Payment will be made monthly in proportion to services performed within each service task.

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA

)

) ss.

County of _____

)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham bid; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2025 by _____ personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) who appeared before me.

Signature _____

**CONTRACTOR'S CERTIFICATION REGARDING
CHILD AND FAMILY SUPPORT ENFORCEMENT**

TO BE SUBMITTED WITH SIGNED CONTRACT

In accordance with the provisions of Public Contracts Code Section 7110, every contractor who enters into a contract with the District shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

Every written contract in excess of \$100,000.00 executed between a contractor and the District requires the contractor to execute the following acknowledgment.

I/we hereby acknowledge the policy of the State of California as set forth in Public Contracts Code Section 7110, recognizing the importance of child and family support obligations. I/we will fully comply with all applicable state and federal laws relating to child and family support enforcement, and to the best of my/our knowledge, I/we are fully complying with the earnings assignment orders of all employees and we are providing the names of all new employees to the new hire registry maintained by the Employment Development Department.

By: _____

Name: _____

Title _____

Date: _____

**CONTRACTOR'S CERTIFICATION REGARDING
WORKERS' COMPENSATION**

**TO BE EXECUTED BY WINNING BIDDER AND
SUBMITTED WITH SIGNED CONTRACT**

In accordance with the provisions of Section 3700 of the Labor Code, every contractor is required to secure payment of compensation to the contractor's employees.

Each contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work on this contract.

By: _____

Name: _____

Title _____

Date: _____

EVALUATION OF PROPOSALS

Proposals will be evaluated by a committee of CRPD staff and qualified outside reviewers. Points will be assigned based on the proposer's effectiveness and efficiency in supporting each item being rated.

<u>Criteria</u>		<u>Possible Points</u>
1.	Qualifications, experience, and technical ability for similar park projects and successful work with the public	50
2.	Project approach, understanding, familiarity, and ability to stay within budget and meet established time schedules	50
	Total Possible Points	100

After CRPD reviews all submitted written qualifications, the top ranked consultant teams may be invited for presentations and interviews. The evaluation committee will again rank the interviewed consultants; the most qualified consultant team will be identified based on the best overall ranking among the committee members. Contract negotiations will then begin with the highest ranked proposer. Cost proposals from each proposer will be opened and reviewed after the Committee has finished the qualifications ranking. If negotiations with the highest ranked consultant are not successful, in consideration of either the scope or cost, the second ranked team will be invited to negotiate, and so on.

SELECTION PROCESS

The Park Planning and Development Department will recommend to CRPD's Board of Directors the proposer who successfully negotiated scope and project cost with the evaluation team. CRPD's acceptance of the proposal will be evidenced by a Notice of Award from CRPD delivered to the selected firm (the "Consultant").

CONTRACT AND OTHER REQUIRED DOCUMENTS

Within ten calendar days of the date of issuance of the Notice of Award by the Park Planning and Development Department, the selected Consultant shall submit the following documents to the Purchasing Division:

- A Standard Form of Agreement executed in duplicate by the selected Consultant. (A sample agreement is attached to this Request for Qualifications as Attachment B, and its terms and conditions are incorporated by reference).
- Evidence of the required insurance coverage.
- A completed Payee Data Record.

Failure of the selected Consultant to make a timely submission to the Park Planning and Development Department may result in a rescission of acceptance of the proposal by CRPD and award of the contract to another proposer.

DISCLAIMERS

This Request for Qualifications does not commit CRPD to award an Agreement or to pay any costs incurred in the preparation of a proposal in response to this Request.

CRPD reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers, or to cancel the Request.

CRPD may require proposer to submit additional data or information CRPD deems necessary to substantiate the costs presented by the proposer. CRPD may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

CRPD reserves the right to evaluate proposals for a period of (90) ninety days before deciding which proposal, if any, to accept.

DEADLINE FOR SUBMISSION OF PROPOSALS

Proposer shall submit one original and two copies of its proposal, along with one electronic copy in pdf format on a thumb drive in a sealed envelope to:

Cordova Recreation & Park District
Park Planning and Development Department
Attn: Rick Smith, Senior Management Analyst
11070 White Rock Road, Ste 130
Rancho Cordova, CA 95670

All copies should be printed double-sided. To be considered, the original and (2) copies of the proposal, along with one electronic copy on a thumb drive, must be received at the address in the above paragraph by **3 PM on Monday August 11, 2025**. Late proposals will not be considered.

CONTACT PERSON

Inquiries relating to this Request for Qualifications and/or the required services should be directed to:
Rick Smith, Senior Management Analyst
Telephone: (916) 842-3323
rsmith@cordovarpd.gov

All questions related to the RFQ/RFP process shall be addressed directly to the Contact Person listed above or their designated representative. Contact with other CRPD employees during the proposal process is expressly prohibited without prior written consent of the Park Planning and Development Department. Proposers who directly contact other CRPD employees risk elimination of their proposals from consideration.

ATTACHMENT A: DRAFT PROJECT SCHEDULE

CRPD intends to start construction on the parks in Spring of 2025. A draft schedule is attached for proposers' consideration. Proposers shall include as part of their proposal package a revised detailed project schedule listing the Consultant services identified in the detailed scope of services and the time required to complete each of the specified tasks demonstrating a park opening date by Spring 2026.

July 1, 2025	RFQ/RFP Notice released
August 4, 2025, 9 a.m.	Deadline for all questions and requests for clarification
August 7, 2025, 5 p.m.	Last addenda published, if needed
August 11, 2025, 3 p.m.	RFQ/RFP Due at CRPD District Office
August to September 2025	Consultant selection process
October 15, 2025	Consultant agreement to the Board
November 2025 – February 2026	Develop concepts for parks
March 18, 2026	Concept designs to the Board
March 2026 – October 2026	Finalize construction documents/permit approvals
November - December 2026	Bidding
January 20, 2027	Construction contract to the Board for approval
Spring 2027	Start construction when weather/soil conditions allow
Winter/Spring 2028	Parks open to public

ATTACHMENT B: STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND ARCHITECT

AGREEMENT

BETWEEN the District: CORDOVA RECREATION AND PARK DISTRICT

and the Architect: _____

Master Agreement for architectural services

Assigned Project(s):

Date: _____

The District and Architect agree as set forth below.

**TERMS AND CONDITIONS OF AGREEMENT
BETWEEN DISTRICT AND ARCHITECT**

Scope of Services: All architectural services, including full design services for completion of the assigned Project(s), in accordance with Architect's proposal attached hereto as Exhibit A, incorporated herein by this reference, subject to specific requirements and conditions as follows:

[Insert any project specific scope issues]

**ARTICLE 1
ARCHITECT'S RESPONSIBILITIES**

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the District, the Architect shall submit for the District's approval a schedule for the performance of the Architect's services which may be adjusted in writing by mutual agreement of the parties as the Project proceeds, and shall include allowances for periods of time required for the District's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the District shall not, except for reasonable cause, be exceeded by Architect or District.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.4.1.

**ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES**

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services (and any other consultants which are agreed to in advance and which fees are included in the scope of the work).

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the District to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District. The Architect shall commit his/her/its understanding of the District's requirements to writing and obtain District approval prior to proceeding with drafting of the preliminary designs. If directed by the District at the time of approval of schematics, the preliminary and final working drawings and specifications shall be prepared so that portions of the work of the Project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities or other portions of the Project may be deferred.

2.2.2 The Architect shall provide a preliminary evaluation of the District's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the District alternative approaches to design and construction of the Project.

2.2.4 Upon approval of the District of the services set forth in paragraph 2.2.1, the Architect shall prepare park plans, recreation facility plans, floor plans, elevations, and other drawings, and shall outline specifications to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, quantities, categories of proposed work, type of structure, and such other work as may be required. The design document shall comply with the applicable laws, statutes, ordinances, codes, rules and regulations in force as of the date of this Agreement.

2.2.5 The Architect shall submit to the District a preliminary estimate of Construction Cost based on current area, volume or other unit costs. Preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the District has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the District's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

2.2.6 The Architect will review all survey and record drawing and related information provided by the District in the performance of services for this project. Architect will provide field review of existing conditions and survey/record document information (not including destructive testing, disassembly of existing structures, nor excavation) to determine if additional information of existing improvements is required. Architect will request in writing any additional information of existing improvements necessary for the performance of services outlined in this Agreement.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program, schedule or construction budget, the Architect shall prepare, for approval by the District, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate

2.3.2 The Architect shall advise the District of any adjustments to the preliminary estimate of Construction Cost.

2.3.3 Upon completion of the Design Development Phase, the Architect shall provide the District with drawings, outline specifications, and other documents approved by the District for use in preparing a further estimate of Construction Cost, and shall assist the District in preparing such estimate of Construction Cost.

2.3.4 The Architect shall assist the District in applying for and obtaining required approvals from all agencies having jurisdiction over the Project during any stage of the Project.

2.3.5 If Federal, or grant State monies are involved, the Architect shall notify the Federal, or grant State agencies having jurisdiction over the Project as to whether or not there is any indicated adjustment in previous estimates of the project construction cost arising from market fluctuations or approved changes in scope or requirements.

2.4. CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the District, the Architect shall prepare, for approval by the District, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements of the park project, recreational facility or other Project, but not limited to, the work required for the architectural, structural, technical, electrical, plumbing, service-connected equipment, and site work, and the necessary general conditions of the contract. The Architect shall provide the services of professional structural, mechanical, civil, electrical, and other engineers as included in Architect's proposal, qualified by training and experience in their respective fields, needed, to address the requirements of the Project; shall submit a list of the names of the engineers to be employed by the Architect to the District, in advance, for the District's review and approval, which approval shall not be unreasonably withheld. Said Construction Documents shall comply with the applicable laws, statutes, ordinances, codes, rules, and regulations.

2.4.2 The Architect shall assist the District in preparation of the necessary bidding information.

2.4.3 The Architect shall advise the District of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions. Preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the District has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the District's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

2.4.4 The Architect shall be responsible, with the assistance of the District, for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the construction documents as may be suggested by said governmental authorities, during such authorities review and back check, at his expense when instructed to do so by the District.

2.4.5 The Architect shall include in the bidding information, plans or specifications, a requirement that the Contractor(s) provide operation manuals and adequate training for the District in the operation of irrigation, lighting, plumbing, mechanical, electrical, heating and air conditioning systems installed by the Contractor(s).

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the District's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost along with any bid alternates, shall assist the District in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction, by rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form. The Architect shall assist the District in conducting pre-award conferences with successful bidders.

2.5.2 In the event the lowest responsible bid (or bids) exceeds either the funds appropriated for the Project or the final estimates provided by the Architect by more than ten percent (10%), the Architect, in consultation with and at the direction of the District, shall provide such modification in the Contract Documents as shall be necessary to bring the cost of the Project within the Project's budget as established by the District of the Architect's final estimates, as the District shall determine. This redesign effort shall constitute the Architect's sole responsibility with respect to its opinions of probable construction costs, and the District agrees to cooperate with the Architect in revising the Project scope and quality in order to reduce the bids or negotiated price so that they do not exceed the Architect's opinion of probable construction costs.

2.6 CONSTRUCTION PHASE ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 Subject to the time limitations set forth in Paragraph 11.4.1, the Architect's responsibility to provide Basic Services for the Construction Phase under the Agreement commences with the awarding of any Contract for construction and terminates at the later of the issuance to the District of the final Certificate of Payment to all Contractors, issuance of a certificate of occupancy, or submission of record drawings unless extended under the terms of paragraph 10.3.3.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, as may be amended by the District.

2.6.3 Duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified, or extended without written agreement of the District and Architect and notice to the Contractor.

2.6.4 The Architect shall be the architectural representative of, and shall advise, and consult with the District during construction and any correction period. Instructions to the Contractor(s) shall be forwarded through Architect. The Architect shall have authority to act on behalf of District only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect, as a representative of District, shall visit the site not less than once every other week while work is in progress, and as often as necessary and appropriate to the stage of construction, to observe and review the site and work; to familiarize himself/herself with the progress and quality of the work; and determine for the District's benefit and protection, if the work is proceeding in accordance with the intent of the contract documents and construction schedule. On the basis of his/her onsite observations

as an Architect, the Architect shall keep the District informed of the progress and quality of the work and he/she shall use reasonable care to guard the District against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the intent of the construction documents and the construction schedule. The Architect shall provide, at no further cost to the District, services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the Architect and properly reported to the District and Contractor by which he/she failed to do.

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; except to advise the District that the Work is in accordance with the Contract Documents. Except as provided in this Agreement, the Architect shall not be responsible for the contractor's schedules or failure to carry out the Work in accordance with the Contract Documents and shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents, or employees, or any other persons performing portions of the Work.

2.6.7 Both the District and the Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 The District and Contractor shall communicate through the Architect; except (1) as may otherwise be provided in the Contract Documents, (2) when direct communications have been specifically authorized, or (3) when such communication has been attempted and could not reasonably be accomplished in a timely manner in consideration of the requirements of the Project. Where direct communication between District and Contractor has occurred, the District and Contractor shall promptly and jointly document the nature and result of the communication and shall provide a copy of said document to the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations of the Work, and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor. Said review and certification shall be complete to allow payment to the Contractor within the time required by law. Pursuant to Section 5536.26 of the Architect's Practice Act, the use of the word "certify" or "certification" by a licensed architect in the practice of architecture constitutes an expression of professional opinion regarding those facts or findings that are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. This is not intended to alter the standard of care ordinarily exercised by a licensed architect.

2.6.10 The Architect's certification for payment shall constitute a representation to the District, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and site observations, to minor deviations from the Contract documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a

Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 When the Architect determines through observations at the site or by other means that the Work does not conform to the Contract Documents, the Architect shall promptly notify the District of the Architect's intent to reject such Work and shall reject nonconforming Work unless the District stops the Architect in writing within twenty-four (24) hours of being notified. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. Where such additional inspection and testing is to be an additional cost to the District, such additional inspection and testing is to be required by the Architect only upon advance notice and approval by District. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, and their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the District's approval and execution in accordance

with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct site observations to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the District for the District's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Contractor under the requirements of the Contract Documents on written request of either the District or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decision, the Architect shall endeavor to secure faithful performance by the Contractor.

2.6.17 The Architect shall advise and the District shall have the final authority on questions relating to aesthetic effect. Both parties shall strive to act in a manner which is consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the District and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect shall provide coordination of construction performed by separate Contractors or by the District's own forces and coordination of services in connection with construction performed and equipment supplied by the District, including establishing and conducting a regular schedule of monthly meetings between Contractors and the District, if necessary. Such monthly meetings shall be held throughout the entire construction Phase of the Project and shall be for the primary purpose of assessing the progress of the Work of each Contractor and recommending to the District such remedial actions as are necessary to ensure required progress and completion in accordance with the construction schedule and within contract time. The Architect shall submit to the District and to the Contractor a full report of each such meeting as soon after the meeting as is practical.

2.6.20 The Architect shall provide services in evaluating claims submitted by the Contractor or others in connection with the Work.

2.6.21 The Architect shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications, and other documentation resulting therefrom.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

- 3.1.1** The services described in this Article 3 are not included in Basic Services unless so identified elsewhere in this Agreement as being included in Basic Services, and they shall be paid for by the District as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraph 3.2 and 3.4 shall only be provided if authorized in advance in writing by the District. If, in the opinion of the Architect, services described under Contingent Additional Services in Paragraph 3.3 are required due to the circumstances beyond the Architect's control, the Architect shall advise the District of the need for those services in writing prior to commencing such services. If the District deems that such services described under Paragraph 3.3 are not required, the District shall give prompt written notice to the Architect. If the District indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services. If, however, services described under Paragraph 3.3 are required due to circumstances within the control of the Architect, such services shall be provided as a part of Basic Services. Notwithstanding any provision to the contrary, no compensation shall be paid to the Architect for additional services that become necessary as a result of the fault or negligence of the Architect or his agents or employees.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

- 3.2.1** If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- 3.2.2** Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the District and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise noted.
- 3.2.3** Through the observation by such Project Representatives, the Architect shall endeavor to provide further protection for the District against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

- 3.3.1** Making revisions in Drawings, Specifications or other documents when such revisions are:
- .1 inconsistent with approvals or instructions previously given by the District, including revisions made necessary by adjustments in the District's program or Project budget;
 - .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
 - .3 due to changes required as a result of the District's failure to render decisions in a timely manner.

- 3.3.2 Providing services required because of significant changes in the Project including, but not limited to size, quality, complexity, the District's schedule, or other method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5; provided, however, that where said services are made necessary because of the significant increase in the size, quality, or complexity of the Project which results in a significant increase in Construction Cost and, therefore, the Architect's fee for Basic Services, which fee is commensurate with the services required of the Architect, this provision shall not apply.
- 3.3.3 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
- 3.3.4 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the District or Contractor under the Contract for Construction.
- 3.3.5 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.
- 3.3.6 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

- 3.4.1 Providing Financial feasibility or other special studies.
- 3.4.2 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.4.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.4.4 Providing services relative to future facilities, systems and equipment.
- 3.4.5 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.6 Providing analysis of owning and operating costs.
- 3.4.7 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.8 Providing services for planning tenant or rental spaces.
- 3.4.9 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.10 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for

operation and maintenance, and consultation during operation.

- 3.4.11 Providing services after the issuance to the District by the Architect of the final Certificate for Payment, except as provided in Subparagraph 11.4.1.
- 3.4.12 Providing services of consultants for other than architectural, structural, civil, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.13 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

DISTRICT'S RESPONSIBILITIES

- 4.1 The District shall, with the Architect's assistance, identify requirements for the Project, including a program which shall set forth the District's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems, and site requirements.
- 4.2 The District shall establish and update an overall budget for the Project, including the Construction Cost, the District's other costs and reasonable contingencies related to all of these costs.
- 4.3 If requested by the Architect, the District shall furnish evidence that financial arrangements have been made to fulfill the District's obligations under this Agreement.
- 4.4 The District shall designate a representative authorized to act on the District's behalf with respect to the Project. The District or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 4.5 The District shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.
- 4.6 The District shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
 - 4.6.1 The District shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect,
- 4.7 The District shall furnish structural, mechanical, chemical, and water pollution tests, tests for

hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

- 4.8 The District shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the District may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.
- 4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the District's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 4.10 Prompt written notice shall be given by the District to the Architect if the District becomes aware of any fault or defect in the Project or nonconformance with the contract documents, but the District's failure or omission to do so shall not relieve the Architect of his responsibilities hereunder and the District shall have no duty of observation, inspection, or investigation.
- 4.11 The proposed language of certificates or certifications requested at the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The District shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

- 5.1.1 The Construction Cost shall be the total cost or estimated cost to the District of all elements of the Project designed or specified by the Architect.
- 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the District and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.
 - 5.1.2.2 During the bidding and Negotiation Phase, Construction Cost shall be determined by the lowest responsible bid or bids.
 - 5.1.2.3 During the Construction Phase, Construction Cost shall be determined by the Contract Sum as stated in the District-Contractor Agreement, as amended by any Change Orders formally approved by the District and Contractor.
- 5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the District as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

- 5.2.1 Evaluations of the District's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represents the

Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the District has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the District's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

- 5.2.2** No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design bidding and price escalation, to determine what materials, equipment component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.
- 5.2.3** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits Construction Documents to the District, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 5.2.4** If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, after the use of mutually agreed to bid alternates, the District shall:
- .1 give written approval of an increase in such fixed limit;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
 - .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
- 5.2.5** If the District chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of the Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

- 6.1** The Drawings, Specifications and other documents prepared by the Architect for this Project are

instruments of the Architect's service for use solely with respect to this Project. Unless otherwise provided, the District shall be deemed the owner of these documents. The Architect and the Architect's consultants shall retain all common law, statutory or other reserved rights, including copyrights.

- 6.2 Upon execution of this Agreement, the Architect grants to the District a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the District shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the District shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the District's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the District to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purposes of completing, using and maintaining the Project.
- 6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The District shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the District shall be permitted to authorize the Contractor, Sub-contractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The District shall not use the instruments of Service for future additions or alterations to this Project or for other projects, unless the District obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the District's sole risk and without liability to the Architect and the Architect's consultants.
- 6.4 Prior to the Architect providing to the District any Instruments of Service in electronic form or the District providing to the Architect any electronic data for incorporation into the Instruments of Service, the District and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7

ARBITRATION

- 7.1 Subject to the agreement of the parties, claims, disputes or other matters in question between the parties to this Agreement or breach thereof may be subject to and decided by arbitration. If the parties agree to submit any dispute to arbitration, each shall have the right to discovery pursuant to the California Code of Civil Procedure for a period of ninety (90) days from the date of filing the claim in arbitration.
- 7.2 If a dispute arises between District and Architect, any action or proceeding, including a reference pursuant to Section 638 et seq of the Code of Civil Procedure brought by any party against any

other party pursuant to this Agreement, shall entitle the prevailing party to recover all costs and expenses, including the actual fees of its attorneys, incurred for prosecution, defense, consultation or advice in such action or proceeding, not limited to but including costs of expert witnesses, attorney preparation, and costs of discovery and investigation. In awarding attorney fees, the court will not be bound by any court fee schedule but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, attorney fees paid or incurred in good faith.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

- 8.1** This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination; or, may be terminated as a matter of convenience by either party upon thirty (30) days prior written notice.
- 8.2** If the Project is suspended by the District for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such Suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
- 8.3** This Agreement may be terminated by the District upon not less than seven (7) days written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the District for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.
- 8.4** Failure of the District to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- 8.5** If the District fails to make payment when due the Architect for services and expenses, the Architect may, upon seven (7) days written notice to the District, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the District for delay or damage caused the District because of such suspension of services.
- 8.6** In the event of the termination not the fault of the Architect, the Architect will be compensated for services performed prior to termination, together with reimbursable expenses then due.

ARTICLE 9

MISCELLANEOUS PROVISIONS

- 9.1** This agreement shall be governed by the laws of the State of California.
- 9.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- 9.3** The District and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract, current as of the date of this Agreement. The District and Architect each shall require similar

waivers from their contractors, consultants and agents.

- 9.4** The District and Architect respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither District nor Architect shall assign this Agreement without the written consent of the other.
- 9.5** This Agreement represents the entire and integrated agreement between the District and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Architect.
- 9.6.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Architect
- 9.7** The Architect shall not knowingly specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the District in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the District shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action.
- 9.8** The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

- 10.1.1** Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

- 10.2.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and shall be payable provided they are approved in advance and in writing by the District. Reimbursable Expenses include actual expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses.

10.2.1.1 Expense of transportation outside the Sacramento and Architect's home office County areas in connection with the Project; expenses in connection with authorized out-of-town; long-distance communications; and fees paid for

securing approval of authorities having jurisdiction over the Project.

10.2.1.2 The Architect shall provide up to twelve (12) sets of reproductions of drawings and specifications as part of its basic services and thereafter, the expense of reproductions, postage and handling of Drawings, Specifications and other documents shall be considered a reimbursable expense.

10.2.1.3 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the District.

10.2.1.5 Expense of computer-aided design and drafting equipment time when used in Connection with the Project and Architect actually incurs additional costs for such use.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.2 If and to the extent that the time initially established in Subparagraph 11.4.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be determined by mutual agreement of the parties.

10.3.3 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found by District to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

- 10.6.1** Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the District or the District's authorized representative at mutually convenient time.

ARTICLE 11
BASIS OF COMPENSATION

The District shall compensate the Architect as follows:

11.1 BASIC COMPENSATION

- 11.1.1** FOR BASIC SERVICES, as described in Article 2 and other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

Compensation for the schematic design through construction administration phases:

PHASE	% TOTAL	FEE
Site Maser Planning		
Schematic Design	15%	
Design Development	20%	
Construction Documents	40%	
Bid and Negotiation	05%	
Construction Admin.	20%	

Total Fee (stipulated fixed fee) is \$ _____

11.2 COMPENSATION FOR ADDITIONAL SERVICES

- 11.2.1** FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Based on Hourly Rates (see attached Exhibit B)

- 11.2.2** FOR ADDITIONAL SERVICES OF THE Architect, as described in Article 3 and Article 12 if any, other than (1) Additional Project Representation described in Subparagraphs 3.2, and (2) services included in Article 12 if any as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

Based on hourly Rates (see attached Exhibit B)

- 11.2.3** FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.14 or identified in Article 12 if any as part of Additional Services, the District shall be required to reimburse the Architect the actual amount billed to the Architect for such services.

11.2.4 Specific Optional Additional Services (Costs Exclude Direct Reimbursable Expenses)

Optional Additional Services if desired:

100% CDs Cost Estimate (by consultant)

Specialty Consultant (technology consultant)

Note: The above costs exclude direct reimbursable expenses.

11.3 REIMBURSABLE EXPENSES

- 11.3.1** FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, the District shall be required to reimburse the Architect for 1.1 times for those monies actually expended by the Architect, the Architect's employees and consultants in the interest of the Project.

11.4 ADDITIONAL PROVISIONS

- 11.4.1** If the BASIC SERVICES covered by this Agreement have not been completed within thirty (30) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraph 10.3.2.
- 11.4.2** Payments are due and payable sixty (60) days from the date of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Ten Percent (10%) Annual Interest Rate, not compounded.

ARTICLE 12 **OTHER CONDITIONS OR SERVICES**

- 12.1** It shall be the duty of the Architect throughout the term of this Agreement, as part of Basic Services, to make a prompt written record of all meetings, conferences, discussions, and decisions made between and/or among the District, Architect, and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance, and/or sequence of the Work and to provide promptly a copy of such record to the District or the Contractor.
- 12.2** The Architect agrees to maintain at no additional cost to the District the following insurances until the termination of services of this Agreement:
- a. Worker's compensation coverage that meets or exceeds legal requirements.
 - b. Automobile and truck liability coverage with a minimum combined single limit of liability of 1,000,000. Architects' and engineers' insurance SHALL BE ENDORSED AS PRIMARY. **District, its officers, agents, and employees shall be named as ADDITIONAL INSUREDs;** and
 - c. Architects' and engineers' professional liability Insurance in an amount not less than \$2,000,000 combined single limit, per occurrence, \$4,000,000 aggregate Architects' and engineers' insurance SHALL BE ENDORSED AS PRIMARY. **District, its officers, agents, and employees shall be named as ADDITIONAL INSUREDs.**

With respect to any of the insurance policies provided by the Architect pursuant to this Agreement which are claims made policies, in the event at any time any such policies are canceled or not renewed, the Architect shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this Agreement and which provides for retroactive coverage to the date of cancellation or nonrenewal to fill any gaps in coverage which may exist due to the cancellation or nonrenewal of the prior claims made policy(ies). With respect to all claims

made policies which are renewed, the Architect shall provide coverage retroactive to the date of commencement of work under this Agreement. All said substitute or renewed claims made policies shall be maintained in full force and effect for three (3) years from the date of completion of the Project.

12.3 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the District harmless from any damage, liability or cost (including reasonable attorney's fees and Costs of defense) to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the Architect is legally liable. The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the District but rather to reimburse the District for attorney's fees and costs incurred by the District in defending such actions or proceedings brought against the District to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the Architect is legally liable. The District agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the District's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the District is legally liable, and arising from the project that is subject of this Agreement. The Architect is not obligated to indemnify the District in any manner whatsoever for the District's own negligence.

12.4 Architect shall maintain a minimum of \$ 1,000,000 Errors and Omissions insurance and shall provide District with a copy of the insurance policy immediately upon execution of this Agreement. Further, Architect shall insure that all professional sub-consultants shall maintain a minimum of \$1,000,000 Errors and Omissions coverage.

This Agreement entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement at Rancho Cordova,
California, as of the date first written above.

CORDOVA RECREATION AND PARK DISTRICT

By: _____

Dated: _____

Name: Patrick Larkin

Title: CRPD General Manager

APPROVED AS TO FORM:
ROBERT E. THURBON

Attorney For Cordova Recreation and Park
District

By: _____

Dated: _____

Name: _____

(Architect) Title: _____

Exhibit A

SCOPE OF WORK

Exhibit B
HOURLY RATE SCHEDULE

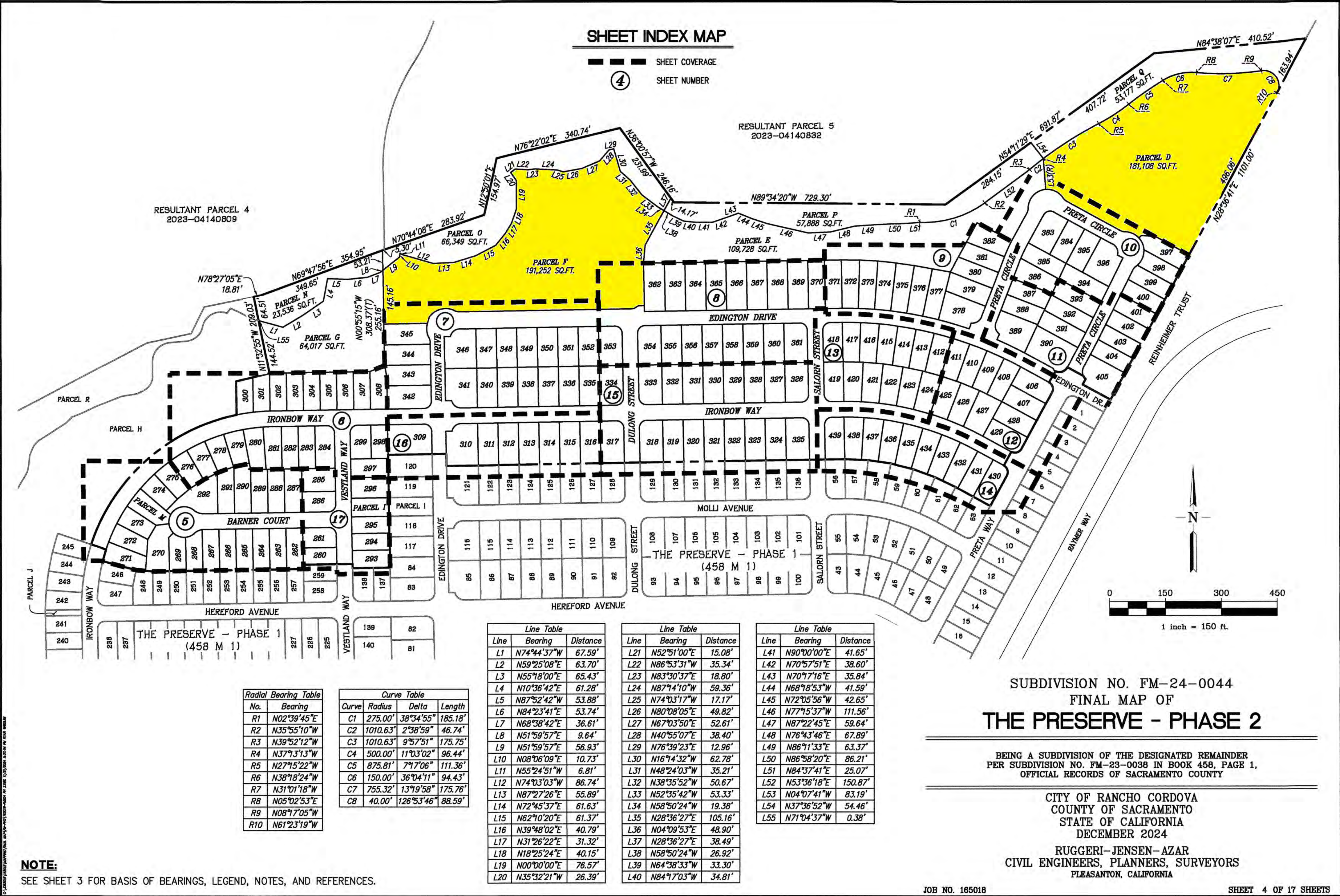
_____, 2025

Senior Principal	\$ ____/HR
Principal	\$ ____/HR
Project Director	\$ ____/HR
Senior Project Manager.....	\$ ____/HR
Managing Professional.....	\$ ____/HR
Senior Professional	\$ ____/HR
Professional.....	\$ ____/HR
Professional Staff.....	\$ ____/HR
Intermediate Staff.....	\$ ____/HR
Staff.....	\$ ____/HR
Support Specialist	\$ ____/HR
Clerical Staff.....	\$ ____/HR
Intern.....	\$ ____/HR

REIMBURSABLE EXPENSES

Engineering Services	Actual Cost
Mileage	\$ ____/mile for travel outside the Sacramento and Architect home office County area
Lodging.....	Actual Cost
Printing.....	1.10 x Actual Cost
Postage/ Courier.....	Actual Cost

463-1-4



SHEET INDEX MAP

--- SHEET COVERAGE
④ SHEET NUMBER

SUBDIVISION NO. FM-24-0044

FINAL MAP OF

THE PRESERVE - PHASE 2

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER
PER SUBDIVISION NO. FM-23-0038 IN BOOK 458, PAGE 1,
OFFICIAL RECORDS OF SACRAMENTO COUNTY

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
DECEMBER 2024

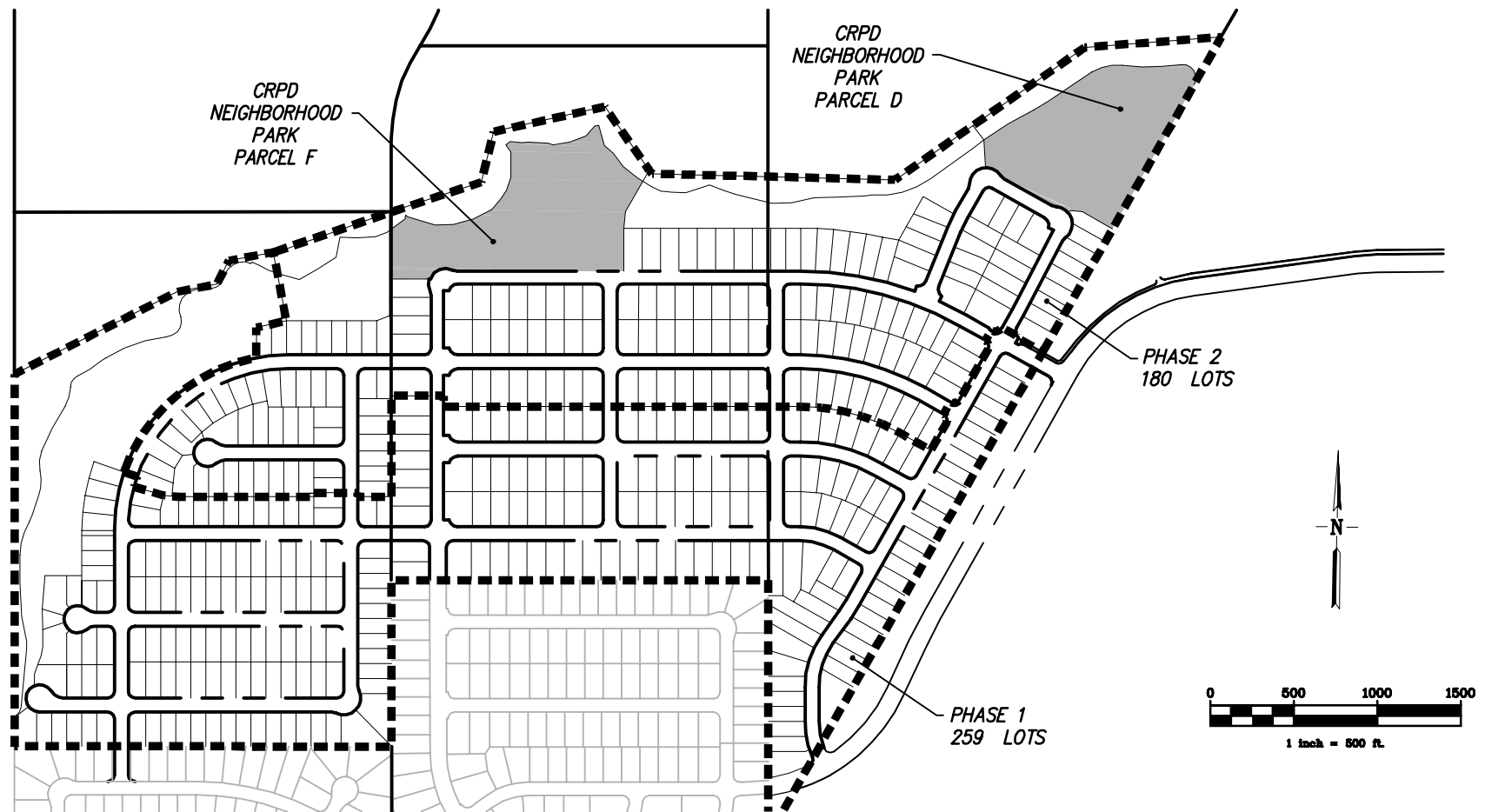
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

NOTE:
SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

NEIGHBORHOOD PARKS DEPICTION - EXHIBIT 2

THE PRESERVE

CITY OF RANCHO CORDOVA, CALIFORNIA
APRIL 26, 2024



RUGGERI-JENSEN-AZAR

ENGINEERS ■ PLANNERS ■ SURVEYORS

2541 WARREN DRIVE, SUITE 100 ROCKLIN, CA 95677

PHONE: (916) 630-8900 FAX: (916) 630-8909



Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202407300608	Fees	\$0.00
7/30/2024	10:32:09 AM	Taxes	\$0.00
SCR		PCOR	\$0.00
Titles	1	Paid	\$0.00
Pages	20		

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Cordova Recreation and Park District
11070 White Rock Road, Suite 130
Rancho Cordova, CA 95670
Attn: Laura Taylor,
Park Planning & Development Manager

Exempt from Recording Fees
Government Code Section 6103

Assessor's Parcel Numbers: 073-0010-029-0000
072-0300-013-0000
072-0300-011-0000

PARK DEVELOPMENT AGREEMENT

This Park Development Agreement ("Agreement") is made and entered into this 19 day of June 2024, by and between the Cordova Recreation and Park District, a political subdivision of the State of California ("District") and Lennar Homes of California, LLC, a limited liability company ("Developer"). District and Developer are hereinafter referred to collectively as the "Parties" and individually as a "Party."

Recitals

- A. WHEREAS, Developer is developing certain real property located in the City of Rancho Cordova, California ("City") and commonly referred to as the TDW Property (APN 073-0010-029-0000), Divine Property (APN 072-0300-013-0000), and Whitlow Property (072-0300-011-0000), all of which are part of The Preserve Project approved by the City and as described in **Exhibit 1** attached hereto and incorporated herein by this reference ("Property").
- B. WHEREAS, the Property is planned for phased development of 439 single-family residential units as depicted in **Exhibit 2** attached hereto and incorporated herein by this reference.
- C. WHEREAS, the Property is located within the jurisdictional boundaries of the City, the local government agency with land use authority over the Property, and District, the local agency with jurisdiction and responsibility to provide park and recreation services to the Property.
- D. WHEREAS, City and Developer's predecessors in interest, TDW Enterprises, LP, a California limited partnership, and Winn Development II, a California limited liability company, entered into that certain Development Agreement by and between City and TDW Enterprises, LP and Winn Development II, recorded on June 7, 2022 in the Official Records of Sacramento County as Document 202206070379 with respect to the Property ("Development Agreement").
- E. WHEREAS, Lennar Homes of California, LLC ("Lennar") acquired development rights for the Project from the predecessors in interest and Lennar has entered into a land banking

transaction with TPG AG EHC III (LEN) CA 1, L.P., a Delaware limited partnership ("**Lennar Land Bank**") pursuant to which Lennar transferred title to the Property to the Lennar Land Bank and acquired an option to re-acquire the Property from the Lennar Land Bank pursuant to a take-down schedule.

F. WHEREAS, the Development Agreement vests certain Entitlements (as defined therein and, hereinafter, "Entitlements") and may be amended from time to time by City and Developer.

G. WHEREAS, City, pursuant to the Entitlements, requires Developer to (i) dedicate park land, (ii) construct or otherwise provide park improvements and/or pay park development impact fees, and (iii) enter into this Agreement with District.

H. WHEREAS, Developer's obligation to dedicate land for parks pursuant to California Government Code Section 66477 (the "Quimby Act"), the Entitlements, Rancho Cordova Municipal Code Chapter 22.40, and District's Quimby Program (collectively, the "Quimby Obligations") shall be fully satisfied by Developer's dedication of the Neighborhood Park Sites (as defined below).

I. WHEREAS, Developer's obligation to construct and/or fund park construction pursuant to the Entitlements and Rancho Cordova Municipal Code Chapter 22.40 shall be fully satisfied by Developer's payment of Park Development Impact Fees (as defined below) as further set forth in Section 3 below.

J. WHEREAS, District, a special district organized and operated in accordance with California Public Resources Code Section 5780 et seq., is the duly authorized local agency within its jurisdictional boundaries to establish systems of recreation and recreation facilities, including but not limited to parks and open space, and to acquire, construct, improve, maintain, and operate recreation facilities within District's jurisdictional boundaries for the benefit of its residents. District is willing to accept fee simple title to the Neighborhood Park Sites (as defined below), subject to title exceptions of record, in accordance with the terms and conditions set forth in this Agreement.

K. WHEREAS, District has adopted Ordinance No. 06/07-01 amended by Resolution Nos. 13/14-46 and 15/16-44 requiring Developer to: (1) file an application with District and to enter into an agreement with District specifying the requirements with respect to planning, constructing, operating, and maintaining park and recreational facilities to serve new subdivisions, including the Property; (2) be subject to a District fee program by which fees are charged to development projects to cover administrative costs incurred by District in planning and designing park and recreation facilities and the cost associated with construction, management, inspection, and maintenance of such park and recreational facilities; and (3) to provide any required environmental documentation for park and recreational facilities to be constructed by Developer and subsequently dedicated to District.

L. WHEREAS, Developer's performance under this Agreement shall fully satisfy any and all obligations of Developer under the Ordinances and Resolutions described in the foregoing Recitals and any other policies and/or regulations of District, including all Quimby Obligations.

NOW, THEREFORE, in consideration of the performance of the covenants and conditions set forth in this Agreement, District and Developer agree as follows:

Agreement

SECTION 1. Recitals; Effective Date.

The foregoing recitals are true and are incorporated herein by this reference as though set forth in full. For purposes of this Agreement, the term "Effective Date" shall mean the date when this Agreement is fully executed by both Parties.

SECTION 2. Park Land Dedication and Quimby Obligations.

2.1. Quimby Obligations. Developer's Quimby Obligations shall be satisfied as set forth in this Section 2. Developer's Quimby Obligations for the Property total 6.48 acres, which include the 439 single-family residential units. The Development Agreement requires Developer to dedicate 8.65 acres of park land, which exceeds the Quimby Obligation. In no event shall Developer's Quimby Obligations for the Property be reduced, regardless of whether (i) the number of single-family residential units is decreased and/or (ii) any portion of the Property is rezoned to permit another use. In the event the currently anticipated number of single-family residential units within the Property is increased, Developer's Quimby Obligations shall be adjusted accordingly. If Developer's Quimby Obligations are increased pursuant to this Section, Developer shall pay in-lieu fees in accordance with Rancho Cordova Municipal Code Chapter 22.40 to cover said increase(s) and in no event shall Developer be required to increase the land dedications set forth in this Section unless Developer so elects in Developer's sole and absolute discretion.

2.2. Dedication of Neighborhood Park Sites/Timing. Developer shall dedicate to District two (2) neighborhood park sites as depicted on **Exhibit 2** attached hereto and incorporated herein by this reference: (1) Lot D, and (2) Lot F ("Neighborhood Park Sites"). Developer shall provide to District an irrevocable offer of dedication for the Neighborhood Park Sites upon recordation of the Phase 2 Small Lot Map for the Property. The dedications described herein shall fulfill Developer's Quimby Obligations.

2.2.1. Exclusions from Dedication Calculation. Anticipated encroachments for purposes other than active park space, including but not limited to regional trail encroachments, utility encroachments, and storm water facilities such as detention ponds and drainage swales shall not be considered land dedicated for park land purposes and the total net acreage for active park land shall not be less than the amount specifically set forth for each Neighborhood Park Site. District hereby acknowledges that the acreages described in Section 2.2 above represent the total net acreage for active park land for purposes of this Section.

2.2.2. Title Review. Forty-five (45) days prior to acceptance of dedication of a Neighborhood Park Site, Developer shall provide District a preliminary title report indicating to the satisfaction of District that Developer has unencumbered title to that Neighborhood Park Site, and that it is free of all liens, easements, and encumbrances, except those encumbrances (i) consented to in writing by District and (ii) required by conditions of approval for the Property. Except as provided above under (ii), District shall have fifteen (15) business days to object to any exceptions in the preliminary title report. District's failure to object to any exceptions in the preliminary title report shall be deemed District's consent to the

same. Upon District's timely objection to any exception(s) that materially impair District's ability to use the Neighborhood Park Site for its intended park and recreational purposes, the Parties shall mutually develop alternative solutions to mitigate and/or remove the exception to allow the Neighborhood Park Site to be used for such purposes, which may include, but shall not be limited to, Developer's dedication of alternative land and/or payment of in-lieu fees.

SECTION 3. Park Development Impact Fee.

Developer, in full satisfaction of Developer's park construction and improvement obligations, shall pay the Park Development Impact Fee (as defined below) as set forth in this Section 3.

3.1. Park Development Impact Fee. Prior to issuance of each residential building permit within the Property, Developer shall pay a park development impact fee for each single-family residential unit or equivalent dwelling unit (the "Park Development Impact Fee").

3.2. The Park Development Impact Fee shall be Twelve Thousand Three Hundred Forty-Seven Dollars and Seventy-two Cents (\$12,347.72), with inflationary adjustments in accordance with Section VII of the Cordova Recreation and Park District Park Impact Fee Nexus Study adopted by the Cordova Recreation and Park District Board of Directors on April 16, 2014 and the Mitigation Fee Act.

3.3. Park Development Impact Fees paid by Developer are subject to the Mitigation Fee Act and shall be maintained in segregated accounts. In addition to obligations of District and rights of Developer under the Mitigation Fee Act, Developer shall have the right to obtain account balances from District, which District shall provide within a reasonable time from the date of Developer's written request.

SECTION 4. Street Frontage Improvements and Construction Schedule.

4.1. Street Frontage Improvements. Developer shall be responsible for and prepare plans and specifications for street frontages and utilities installation for the Neighborhood Park Sites ("Street Frontage Improvements"). The Street Frontage Improvements shall be constructed to the satisfaction of City and include:

4.1.1. All necessary street frontage improvements abutting the Neighborhood Park Sites, including but not limited to all utilities, vertical curbs, paving, gutters, and sidewalks.

4.1.2. Appropriate utility stubs into the Neighborhood Park Sites, including but not limited to water, sewer, electrical, and gas, at locations within a public utility easement and with capacities adequate to serve the Neighborhood Park Sites.

4.1.3. Drainage facilities to the boundary of the Neighborhood Park Sites of an adequate size to provide the storm drainage needs of the developed Neighborhood Park Sites.

4.1.4. The improvement plans and specifications for the Street Frontage Improvements must be approved by District. District acknowledges that it has already approved the improvement plans and specifications for the Phase 1 Small Lot Map and Phase 2 Small Lot Map for the Property, and the Street Frontage Improvements for those Phases 1 and 2 shall be

constructed consistent with those approved plans and specifications unless District approves any change or modification in writing. Developer shall amend its Phase 2 improvement plans to include an access road into Park Parcel F in form reasonably acceptable to City's Public Works Department and District.

4.2. Construction. Construction of the Street Frontage Improvements for Neighborhood Park Sites must be completed prior to construction of the Neighborhood Park Improvements by District.

SECTION 5. Rough Grading and Schedule.

5.1. Rough Grading Requirements. Developer shall cause the Neighborhood Park Sites to be rough graded in accordance with District's Geotechnical Criteria. Developer acknowledges and agrees the costs of such rough grading are not creditable against the Park Development Impact Fee.

5.2. District Acceptance of Rough Graded Phases of Neighborhood Park Site(s). Subject to the terms of this Agreement, District shall accept Developer's dedication of any Neighborhood Park Site(s) upon Developer's completion of the rough grading for said Neighborhood Park Site(s) to District's reasonable satisfaction. District's acceptance of any Neighborhood Park Site(s) shall not be unreasonably withheld, delayed, or conditioned. Upon acceptance by District, District shall thereafter assume liability and the responsibility for all construction, maintenance, repair, and operation of the Neighborhood Park Site(s).

SECTION 6. Neighborhood Park Improvements.

Assuming (i) Developer has completed construction of the Street Frontage Improvements for the applicable Neighborhood Park Site in accordance with Section 4, (ii) Developer has satisfied its rough grading requirements for the applicable Neighborhood Park Site in accordance with Section 5.1, and (iii) District has accepted the applicable Neighborhood Park Site in accordance with Section 5.2, District shall be responsible for all Neighborhood Park Site improvements. District shall endeavor to commence construction of (i) Lot F prior to issuance of the 220th building permit and (ii) Lot D prior to issuance of the 330th building permit. Such improvements shall be completed by District within eighteen (18) months from the commencement of construction; provided, however, if the construction of such improvements should be delayed for reasons beyond District's control, including, but not limited to, by reason of strikes, lockouts, labor troubles, flood, earthquake, weather, or other natural forces, energy shortages or rationing, government agencies, quasi-government agencies, riots, terrorism, insurrection, war, pandemic, or epidemic and any associated labor and/ or supply chain shortages or interruptions, or other reason of a like nature not the fault of District (a "Force Majeure Event"), the time for completion shall be extended for period of time equal to the duration of the Force Majeure Event. Additionally, upon written notice to Developer and meeting and conferring with Developer within ten (10) business days of such notice, District may delay its commencement of (i) construction if escalating construction costs require collection of park development impact fees from additional building permits to fund the full cost of design and construction or (ii) design and/or construction if needed to accommodate CRPD staffing resources available to manage the park projects.

SECTION 7. Maintenance Financing.

As further set forth in the Entitlements, and prior to recordation of the first Small Lot Map within the Property, Developer shall annex the Property to District's Community Facilities District No. 2018-01 ("CFD") formed under the provisions of the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) for the purpose of funding Developer's fair share of the cost of maintaining parks and adjacent Street Frontage Improvements within the Property.

SECTION 8. Indemnity and Hold Harmless.

Developer shall assume the defense of and indemnify and save harmless, District and its officers, employees, and agents, and each and every one of them from and against all actions, liability, damages, claims, losses, or expenses of every type and description to which it may be subjected to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Developer, or any of Developer's agents, employees, or contractors; (2) any alleged negligent act or omission of Developer, or any of Developer's agents, employees, or contractors in connection with any acts performed or required to be performed pursuant to this Agreement. This defense and indemnification shall not include any claim arising from the willful misconduct or gross negligence of District or its respective agents or employees. Developer's indemnity obligations hereunder shall terminate upon District's acceptance of the phases of the rough graded Neighborhood Park Site(s) pursuant to Section 5.2.

District shall assume the defense of and indemnify and save harmless, Developer and its officers, employees, and agents, and each and every one of them from and against all actions, liability, damages, claims, losses, or expenses of every type and description to which it may be subjected to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by District, or any of District's agents, employees, or contractors; and (2) any alleged negligent act or omission of District, or any of its agents, employees, or contractors in connection with any acts performed or required to be performed pursuant to this Agreement. This defense and indemnification shall not include any claim arising from the willful misconduct or gross negligence of Developer or its agents or employees.

Indemnification Regarding Hazardous Substances. Developer further agrees and covenants to, and shall fully indemnify, defend and hold harmless District, and its elective board, officers, employees and agents, from and against any and all claims arising by reason of any death, bodily injury, property damage or damage to the environment to the extent arising from any use, storage, treatment, transportation, release or disposal, on or about the Neighborhood Park Sites, of any hazardous substances, pollutant or contaminant under any governmental statute, code, ordinance, regulation, rule or order, including, by way of example and not limitation, the Comprehensive Environmental Response Compensation Liability Act (42 U.S.C., Section 9601 et seq) and the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et seq), by any person or entity (except persons or entities acting on District's behalf or under District's control), occurring on or at any time prior to the date the Neighborhood Park Sites are conveyed to District, as provided in this Agreement.

Except as expressly set forth herein these indemnification obligations shall survive the termination of this Agreement.

SECTION 9. Remedies Upon Developer Default.

In addition to any other remedies set forth in this Agreement, in the event either Party fails to perform one or more of the conditions herein, the non-defaulting Party shall provide written notice to defaulting Party of such breach or default and the defaulting Party shall have ten (10) days to cure its breach of this Agreement. If such breach or default is not capable of being cured within such ten (10) day period, non-defaulting Party shall allow defaulting Party a reasonable amount of time, not to exceed thirty (30) days, except in extraordinary circumstances as reasonably determined by non-defaulting Party, to cure such breach, provided that defaulting Party is proceeding in good faith to cure such breach or default.

SECTION 10. General Provisions.

10.1. Notice. Notice to the Parties shall be sent at the addresses set forth below. Any Party may change the address by giving written notice to the other:

District:

Cordova Recreation & Park District
Attention: General Manager
11070 White Rock Road, Suite 130
Rancho Cordova, CA 95670

Developer:

Lennar Homes of California, LLC
Attention: Larry Gualco
1025 Creekside Ridge Drive, Suite 240
Roseville, CA 95678

10.2. Assignment. This agreement shall be recorded against the Property and inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors, assigns, and subsequent purchasers of the Property or any portion(s) thereof. Upon assignment, the assignee will assume the obligations set forth in this Agreement for "Developer" with respect to the portion(s) of the Property so conveyed. At the time of transfer or assignment of interest in the Property or portion(s) thereof, Developer shall record a notice of assignment and assumption of interest in the Property or portion(s) thereof and provide a copy of the recorded notice to District.

10.3. Authority. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the Parties to this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized. Each Party hereto acknowledges that each of them had the right and opportunity to secure the advice and assistance of legal counsel with respect to this Agreement.

10.4. Time is of the Essence. Time is of the essence in the performance of this Agreement. The Parties mutually agree to perform their respective responsibilities in a timely manner, as described herein.

10.5. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties relating to the subject matter herein and no other representations or promises have been made by the Parties relating to the matters contained in this Agreement.

10.6. Modification. Modifications or amendments to this Agreement shall be in writing and executed by all Parties.

10.7. Attorney's Fees. In the event any action is initiated by any Party seeking to enforce any of the terms or provisions of this Agreement, the prevailing party in such action shall be awarded its reasonable attorney's fees and costs in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.8. Review of Agreement. District and Developer have each reviewed the Agreement and the Exhibits thereto with their respective legal counsel.

10.9. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

10.10. Third Party Beneficiaries. District and Developer agree that this Agreement is by and between the parties named herein, and/or their successors and assigns, and no third party is intended, expressly or by imputation, to be benefited by this Agreement.

10.11. Venue. In the event that any Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be venued exclusively in the Superior Court of California in the County of Sacramento or the United States District Court for the Eastern District of California, as the claims may require or allow.

10.12. Automatic Termination. This Agreement shall be deemed to be automatically terminated as to a residential lot at such time as such lot is conveyed to a member of the home-buying public and without the need of any further action of the Parties.

10.13. Public Disclosure-Pending Park Development. Developer understands and agrees that the final design of all parks may not be complete at the time Developer begins to actively market to the public and commences construction of site work and residential housing units. Developer understands and agrees that the actual amenities included within a park, and the facilities and systems necessary to provide all of the amenities and planned uses for the park, e.g., sports field lighting, parking lots, ingress and egress points, emergency access roads, gates and related emergency facilities, public address systems, water features, and specific types of anticipated activities such as local or regional events, all have potential impact on potential buyers. Developer agrees that park and open space parcels based on potential amenities and uses will be accurately described in marketing materials.

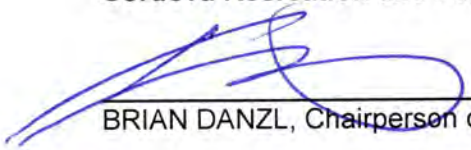
10.14. District Costs. Pursuant to District Ordinance Number 06/07-01, Developer hereby agrees to be fully responsible to either reimburse or advance, as the case may be, all reasonable costs incurred by District to negotiate and prepare this Agreement; to prepare any environmental documents that may be required pursuant to the California Environmental Quality Act; to take all steps necessary to form a CFD to finance the cost of continuing maintenance of the park and recreational improvements constructed within the Property and/or to annex the Property to an

existing CFD; and for District's participation in the inspection and acceptance of sites to be dedicated to District. Developer shall deposit an amount agreed by the Parties within thirty (30) days of the effective date of a funding agreement to defray said costs and fees incurred in the performance of the tasks set forth herein. From time to time, Developer shall make additional advances to District as set forth in the funding agreement.

10.15. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile or e-mailed PDF signatures to this Agreement shall be binding upon the Parties.


[SIGNATURES ON FOLLOWING PAGE]

Cordova Recreation and Park District


BRIAN DANZL, Chairperson of the Board of Directors


7/15/2024
Date

Approved as to Form:


ROBERT E. THURBON, Attorney for District

7-8-24
Date

Lennar Homes of California, LLC, a California limited liability company

By: 
Name: Larry Gualco
Its: Senior Vice President

7/25/24
Date

ACKNOWLEDGEMENT

The undersigned hereby consents to recordation of this Agreement against the Property as defined in Recital A.

TPG AG EHC III (LEN) CA 1, L.P.,
a Delaware limited partnership

By: Essential Housing Asset Management,
LLC, an Arizona limited liability
company, its Authorized Agent

By: _____
Steven S. Benson, its Manager

LIST OF EXHIBITS

Exhibit 1 - Legal Description of Property

Exhibit 2 - Neighborhood Park Sites

ACKNOWLEDGMENT

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

State of California

County of Sacramento


On July 9th 2024 before me, Denise Daniel, Notary Public
(insert name and title of the officer)

personally appeared Robert Thurban,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

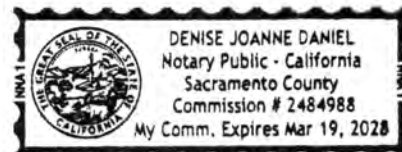
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento }

On July 15, 2024 before me, Danielle Yvonne Jones, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brian Michael Danzi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Danielle Yvonne Jones
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Placer)

On July 25, 2024 before me, Rosa Catanzaro, Notary Public
(insert name and title of the officer)

personally appeared Larry Gualco,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

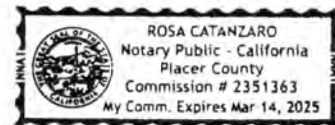


Exhibit 1

Legal Description of Property

Real Property in the City of Rancho Cordova, County of Sacramento, State of California,
described as follows:

PARCEL 1:

BEING A PORTION OF PARCEL 6 AS SAID PARCEL IS SHOWN ON THE PARCEL MAP
FILED ON DECEMBER 16, 1976 IN BOOK 29 OF PARCEL MAPS AT PAGE 28,
SACRAMENTO COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL, THENCE ALONG THE
SOUTHERLY LINE OF SAID PARCEL SOUTH 89° 04' 52" WEST - 1128.90 FEET (THE
BEARING SOUTH 89° 04' 52" WEST IS USED AS THE BASIS OF BEARINGS FOR THE
PURPOSES OF THIS DESCRIPTION) TO THE SOUTHWESTERLY CORNER OF SAID
PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 00° 55' 15"
WEST - 1102.39 FEET; THENCE ALONG THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 70° 44' 08" EAST - 283.92 FEET;
- 2) NORTH 12° 50' 01" EAST - 154.97 FEET;
- 3) NORTH 76° 22' 02" EAST - 340.74 FEET;
- 4) SOUTH 36° 00' 57" EAST - 246.16 FEET; AND
- 5) SOUTH 89° 34' 20" EAST - 348.76 FEET

TO A POINT ON THE EASTERLY LINE OF SAID PARCEL DISTANCE NORTH 00° 55' 13"
WEST - 1207.67 FEET FROM SAID SOUTHEASTERLY CORNER; THENCE ALONG LAST
SAID LINE SOUTH 00° 55' 13" EAST - 1207.67 FEET TO THE POINT OF BEGINNING.

PER RESULTANT PARCEL 6 OF THE BOUNDARY LINE ADJUSTMENT THAT RECORDED
APRIL 14, 2023 AS INSTRUMENT NO. 202304140832 OF OFFICIAL REOCRDS.

APN: 072-0300-013-0000

PARCEL 2:

BEING A PORTION OF THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO TDW
ENTERPRISES LP, RECORDED ON DECEMBER 14, 2012 IN BOOK 20121214, PAGE 0851,
OFFICIAL RECORDS OF SACRAMENTO COUNTY AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID PARCEL, SAID CORNER BEING ON
THE EASTERLY LINE OF LOT 3 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION
NO. RC-03-002.0, LARGE LOT MAP OF NORTH DOUGLAS, FILED ON FEBRUARY 23, 2006
IN BOOK 347 OF MAPS AT PAGE 9, SACRAMENTO COUNTY RECORDS; THENCE ALONG
THE WESTERLY LINE OF SAID PARCEL, LAST SAID LINE ALSO BEING THE EASTERLY
LINE OF LOTS 3 AND 2 AS LAST SAID LOTS ARE SHOWN ON SAID MAP (347 M 9),
NORTH 00° 56' 05" WEST — 769.24 FEET (THE BEARING NORTH 00° 56' 05" WEST IS

USED AS THE BASIS OF BEARINGS FOR THE PURPOSES OF THIS DESCRIPTION) TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE CONTINUING ON SAID WESTERLY LINE NORTH 00° 55' 13" WEST - 1207.67 FEET; THENCE ALONG THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 89° 34' 20" EAST — 380.54 FEET;
 - 2) NORTH 54° 11' 29" EAST — 691.87 FEET;
 - 3) NORTH 84° 38' 07" EAST — 410.52 FEET; AND
- TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL, SAID POINT DISTANCE NORTH 28° 36' 41" EAST — 2753.19 FEET FROM SAID SOUTHERLY CORNER; THENCE ALONG LAST SAID LINE SOUTH 28° 36' 41" WEST — 2753.19 FEET TO THE POINT OF BEGINNING.

PER RESULTANT TDW ENTERPRISES LP PROPERTY OF THE BOUNDARY LINE ADJUSTMENT RECORDED APRIL 14, 2023 AS INSTRUMENT NO. 202304140832 OF OFFICIAL RECORDS.

APN: 073-0010-029-0000

PARCEL 3:

BEING A PORTION OF PARCEL 3 AS SAID PARCEL IS SHOWN ON THE PARCEL MAP FILED ON DECEMBER 16, 1976 IN BOOK 29 OF PARCEL MAPS AT PAGE 28, SACRAMENTO COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE WESTERLY LINE OF SAID PARCEL, SAID POINT LYING SOUTH 00° 55' 35" EAST — 485.93 FEET (THE BEARING SOUTH 00° 55' 35" EAST USED AS THE BASIS OF BEARINGS FOR THE PURPOSES OF THIS DESCRIPTION) FROM THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 62° 13' 01" EAST - 545.41 FEET;
 - 2) NORTH 78° 00' 42" EAST - 122.26 FEET;
 - 3) NORTH 26° 12' 33" EAST - 79.12 FEET;
 - 4) NORTH 78° 27' 05" EAST - 154.52 FEET; AND
 - 5) NORTH 69° 47' 56" EAST - 354.95 FEET
- TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL SOUTH 00° 55' 15" EAST — 1102.39 FEET AND SOUTH 00° 55' 48" EAST - 498.05 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL SOUTH 89° 05' 59" WEST - 1129.50 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 00° 55' 35" WEST — 1114.01 FEET TO THE POINT OF BEGINNING.

PER THE RESULTANT PARCEL 3 OF THE BOUNDARY LINE ADJUSTMENT THAT RECORDED APRIL 14, 2023 AS INSTRUMENT NO. 202304140809 OF OFFICIAL RECORDS.

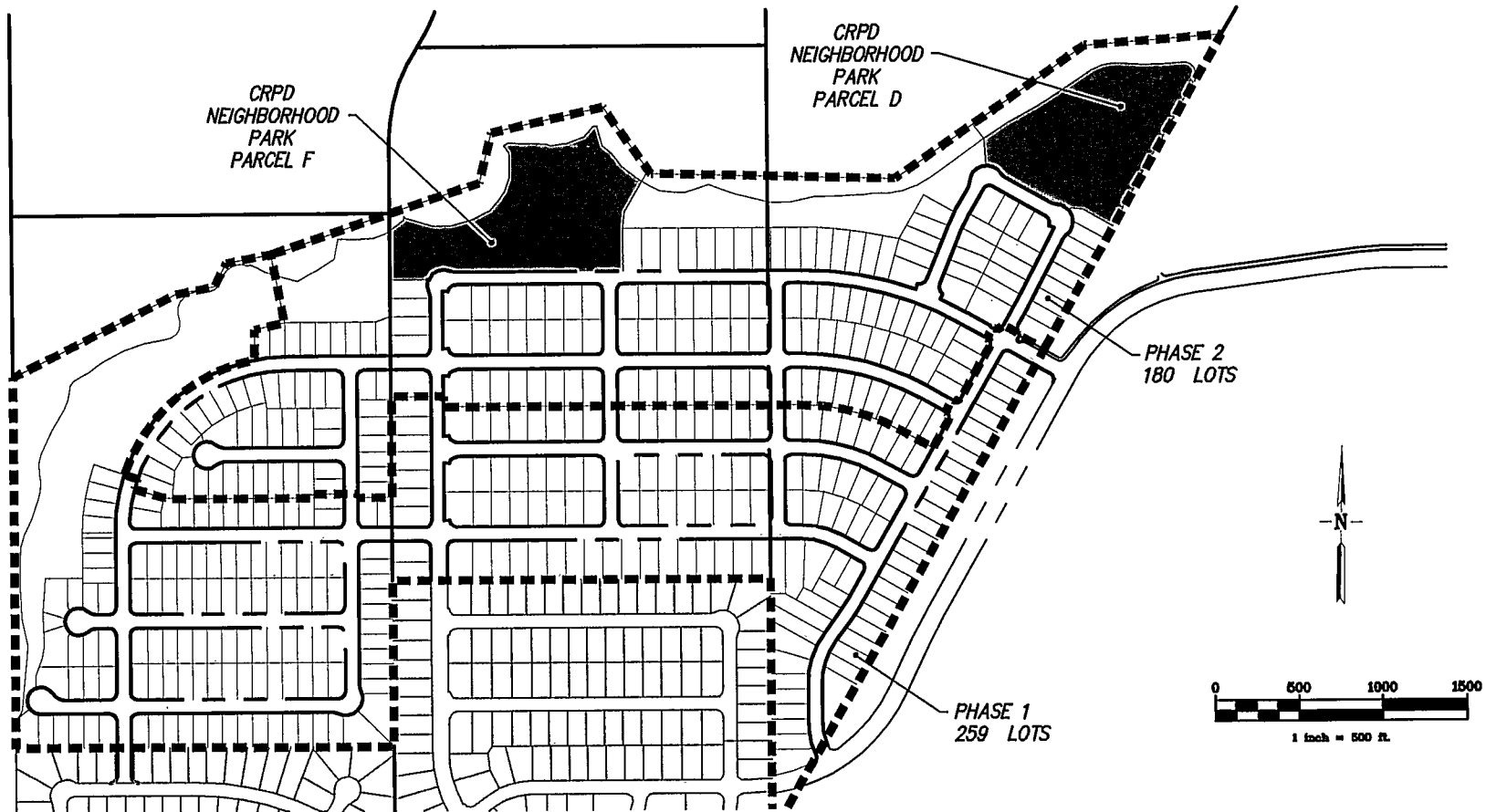
APN: 072-0300--011-0000

NEIGHBORHOOD PARKS DEPICTION - EXHIBIT 2

THE PRESERVE

CITY OF RANCHO CORDOVA, CALIFORNIA

APRIL 26, 2024



RUGGERI-JENSEN-AZAR

ENGINEERS ■ PLANNERS ■ SURVEYORS

2541 WARREN DRIVE, SUITE 100 ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909