

90 11-8 0720

RECORDING REQUESTED BY:

Rancho Murieta Association  
7220 Murieta Drive  
Rancho Murieta, CA 95683

OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

90 NOV -8 PM 12:47

AND WHEN RECORDED MAIL TO :

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

*[Handwritten Signature]*  
COUNTY CLERK-RECORDER

FEE  
\$99  
D

48

PARK DEVELOPMENT AGREEMENT

This Agreement is entered into as of September 19<sup>th</sup>, 1990, by and among Rancho Murieta Association ("RMA") and the following owners of land within Rancho Murieta: Winncrest Homes, Inc.; F.N. Projects, Inc.; and N.T. Hill, Inc. (hereinafter collectively referred to as "Landowners"), and the Rancho Murieta Community Services District ("CSD" or "District").

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

WHEREAS, the Property subject to this Agreement is limited to the area within the District commonly referred to as Rancho Murieta South.

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

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

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

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

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Rancho Murieta, CA 95683

AND WHEN RECORDED MAIL TO :

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

ORIGINAL  
Accepted for Recording  
COPY --- NOT CERTIFIED

NOV - 8 1990

Sacramento County  
Clerk-Recorder

FEE  
\$99.00

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PARK DEVELOPMENT AGREEMENT

This Agreement is entered into as of September <sup>19<sup>th</sup></sup>, 1990, by and among Rancho Murieta Association ("RMA") and the following owners of land within Rancho Murieta: Winncrest Homes, Inc.; F.N. Projects, Inc.; and N.T. Hill, Inc. (hereinafter collectively referred to as "Landowners"), and the Rancho Murieta Community Services District ("CSD" or "District").

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

WHEREAS, the Property subject to this Agreement is limited to the area within the District commonly referred to as Rancho Murieta South.

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Park Facilities. The parties agree to develop park facilities within the Rancho Murieta area as set forth in the Park Facility Matrix and the Rancho Murieta Planned Development Ordinance (hereinafter referred to as the "PD Ordinance") as amended pursuant to this Agreement. The parties further agree that all such park facilities are in addition to and not in lieu of, or replacement for, any existing facilities whether under control of RMA, Rancho Murieta Country Club or any Landowner. RMA may construct the facilities described in the Matrix, except when such Facilities are constructed and/or contributed by Landowners in accordance with Sections 4 and 7(C). RMA shall utilize the amounts deposited in the Park Development Fund (the "Fund", as described in Section 7(A), below) for this purpose and shall do so within a reasonable period of time following deposits to the Fund. The Fund shall be used for no other purpose. RMA shall have no obligation to construct facilities other than those which may be financed from deposits to the Fund required pursuant to this Agreement.

2. Park Sites and Development.

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

B. Winncrest Homes, Inc. and/or F.N. Projects, Inc. shall convey the Murieta South Neighborhood Park, in a developed condition as set forth in Section 4, not later than the date upon which the 350th building permit is issued for a residential structure to be constructed on that portion of the Property owned (as of the date of this Agreement) by Winncrest Homes, Inc. and/or FN Projects Inc. N.T. Hill shall convey the Murieta South Remote Neighborhood Park, in a developed condition as set forth in Section 4, not later than

the date upon which the 140th building permit is issued for a residential structure to be constructed on that portion of the Property owned (as of the date of this Agreement) by N.T. Hill.

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

4. Neighborhood Parks Within Rancho Murieta South. Landowners agree to develop and convey to RMA the Murieta South Neighborhood Park and the Murieta South Remote Neighborhood Park, such development to be consistent with the level of facilities specified in the Park Facility Matrix. Responsibility for development and conveyance of the Murieta South facility is and shall be allocated to F.N. Projects and Winncrest and the obligation therefor shall run as a covenant with the portion of the Property owned by such Landowners as described and shown on their respective portions of Exhibits A-1 and A-2. Responsibility for development and conveyance of the Rancho Murieta South Remote facility is and shall be allocated to N.T. Hill and the obligation therefor shall run as a covenant with the portion of the Property owned by such Landowner as described and shown on its respective portions of Exhibits A-1 and A-2. Landowners shall construct, install and pay for all those facilities identified as Neighborhood Facilities in the Park Facility Matrix. Such facilities shall be of a quality commensurate with the expense that would have been incurred by a prudent park developer for the amount that, but for the Neighborhood Park Fee credit set forth in Section 7(B)(i), would have been expended. These park lands and facilities shall be conveyed to RMA upon their completion, but in any event not

later than as set forth in Section 2.B. Prior to construction, Landowners shall submit construction plans to the Park Committee for review and approval, such approval not to be unreasonably withheld.

5. Park Committee.

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

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

C. If any proposal made to the Park Committee will require an amendment of the PD Ordinance as amended pursuant to this Agreement, the Park Committee's determination shall be a recommendation to the County of Sacramento on the amendment application. In such an event the parties to this Agreement shall be bound by the Park Committee's decision, to the extent that such decision is reasonable and is based upon sound planning practices, and the parties shall not otherwise advocate a different position to the County. The County's decision in approving or denying the amendment of the PD Ordinance shall be final.

6. Amendment to Rancho Murieta PD. The parties acknowledge that Landowners have submitted to the County for approval an amendment to the PD Ordinance. The Amendment designates actual sites for the Murieta South Neighborhood Park and Murieta South Remote Neighborhood Park in accordance with Exhibit B. Landowners agree to continue, in good faith, to seek approval of such proposed Amendment.

7. Park Financing Plan.

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

B. Initial Fee Amounts:

i. Neighborhood Park Fees.

Properties Within:

Rancho Murieta South  
(a credit for park construction  
pursuant to paragraph 4, in the  
amount of \$625.00 per dwelling  
unit)

ii. Community Parks.

Landowners Property Subject to this Agreement	\$1095.00/dwelling unit
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C. Landowners and/or RMA may elect, with the consent of the Park Committee (such consent not to be unreasonably withheld), to construct Community Park Facilities. In such event a credit shall be given against fees otherwise payable pursuant to this Agreement in an amount equal to the budgeted amount set forth in Exhibit D for the constructed improvement. The quality of the improvement shall be commensurate with the amount that would have been expended by a prudent park developer in consideration of and consistent with the amount of credit. Landowner shall provide to the Park Committee, for review and approval, the plans for construction of the proposed facility as set forth in Paragraph 5 herein. The Park Committee shall review the construction plans (and the quality thereof) for consistency with the Park Facility Matrix to determine the total amount of credit to be given. Nothing in this Section 7.C. shall be construed to release RMA from its obligations to utilize monies deposited in the Fund to construct Park facilities (as delineated in Exhibit C) in a timely manner.

D. Exemption. Any unit for which the CSD Community Facilities fee has been paid to CSD prior to the date of this Agreement shall be exempt from the Community Park fee specified in section 7(B)(ii). Nothing in this section 7(D) shall be construed to alter or limit the obligation of Landowners to construct Neighborhood Parks as set forth in Section 4.

8. CSD Community Facilities Fees.

CSD agrees as follows:

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

B. CSD agrees that the community facilities fee applicable to the Property, in effect on September 1, 1990, shall be reduced to One Thousand One Hundred Eighty Dollars (\$1,180.00) or such other amount as may be adopted by the District in accordance with Section 66000 et seq. of the Government Code. Nothing in this Paragraph 8(B) shall be construed to limit the authority of the CSD to collect fees adopted in accordance with Government Code Section 66000 et seq. for facilities other than facilities for park purposes.

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

9. Water Supply Units. District agrees that the park sites identified within the Park Site Plan and Exhibit B pursuant to Paragraph 2 hereof shall participate in the Water Supply Augmentation Program and that water supply units reserved for park purposes pursuant to Section 5 of the Second Amendment to the Acquisition and Services Agreement shall be allocated to such park sites. Park sites shall be subject to payment of Water Supply Augmentation Fees as set forth in the Second Amendment and a portion of the fees collected pursuant to Section 7(B) shall be allocated for that purpose.

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

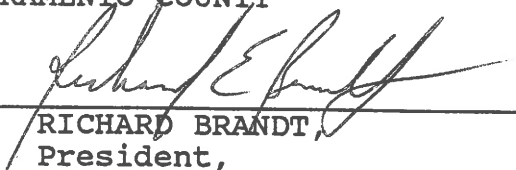
11. Binding Agreement. This Agreement shall be a covenant running with the land and shall be recorded as an encumbrance on the Property described and shown in Exhibit A-1 and A-2. It is binding upon the heirs, successors and assigns of the parties.

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

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

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT OF  
SACRAMENTO COUNTY

Date: November 2, 1990

By:   
RICHARD BRANDT,  
President,  
Board of Directors



RECEIVED

RECEIVED NOV 13 1990

NOV 27 1990

RANCHO MURIETA  
COMMUNITY SERVICES DISTRICT

November 12, 1990

Ms. Pete Johns  
Rancho Murieta Association  
7220 Murieta Drive  
Rancho Murieta, CA 95683

Re: Parks Agreement

Dear Pete:

On Thursday November 8, 1990 I recorded the Parks Agreement at the County Recorder's Office. Within the next week the recorded document should be returned to your office. After your receipt of the recorded document could you please provide us with a copy of page one so we will have on file the book and page number?

The District will be submitting a bill for our costs in recording this agreement.

Thank you for your attention to this matter.

Sincerely,

*Linda*

Linda D. Eversole

\lde

*Per your  
request.  
Pete*



Rancho Murieta Community Services District

14670 CANTOVA WAY • P.O. BOX 1050 • RANCHO MURIETA, CA 95683 • (916) 354-2428 FAX (916) 354-2082

SCANNED

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OFFICIAL RECORDS  
SACRAMENTO COUNTY, CALIF.

90 NOV -8 PM 12:47

*Janet F. Decker*  
COUNTY CLERK-RECORDER

RECORDING REQUESTED BY:

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7220 Murieta Drive  
Rancho Murieta, CA 95683

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

FEE  
\$99  
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9/14/90

1

CSD90052

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B. Winncrest Homes, Inc. and/or F.N. Projects, Inc. shall convey the Murieta South Neighborhood Park, in a developed condition as set forth in Section 4, not later than the date upon which the 350th building permit is issued for a residential structure to be constructed on that portion of the Property owned (as of the date of this Agreement) by Winncrest Homes, Inc. and/or FN Projects Inc. N.T. Hill shall convey the Murieta South Remote Neighborhood Park, in a developed condition as set forth in Section 4, not later than

9/14/90

2

CSD90052

350th Building Permit

the date upon which the 140th building permit is issued for a residential structure to be constructed on that portion of the Property owned (as of the date of this Agreement) by N.T. Hill.

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

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later than as set forth in Section 2.B. Prior to construction, Landowners shall submit construction plans to the Park Committee for review and approval, such approval not to be unreasonably withheld.

5. Park Committee.

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

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C. If any proposal made to the Park Committee will require an amendment of the PD Ordinance as amended pursuant to this Agreement, the Park Committee's determination shall be a recommendation to the County of Sacramento on the amendment application. In such an event the parties to this Agreement shall be bound by the Park Committee's decision, to the extent that such decision is reasonable and is based upon sound planning practices, and the parties shall not otherwise advocate a different position to the County. The County's decision in approving or denying the amendment of the PD Ordinance shall be final.

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RMA + Developer jointly responsible for development:  
 Q: does RMA respon. stop w/ the development of the "fund"?  
 / Q: does developer fully develop & also contribute to the fund?

7. Park Financing Plan.

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

B. Initial Fee Amounts:

i. Neighborhood Park Fees.

Properties Within:

Rancho Murieta South  
 (a credit for park construction pursuant to paragraph 4, in the amount of \$625.00 per dwelling unit)

ii. Community Parks.

Landowners Property Subject to this Agreement	\$1095.00/dwelling unit
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D. Exemption. Any unit for which the CSD Community Facilities Fee has been paid to CSD prior to the date of this Agreement shall be exempt from the Community Park fee specified in section 7(B)(ii). Nothing in this section 7(D) shall be construed to alter or limit the obligation of Landowners to construct Neighborhood Parks as set forth in Section 4.

8. CSD Community Facilities Fees.

CSD agrees as follows:

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

B. CSD agrees that the community facilities fee applicable to the Property, in effect on September 1, 1990, shall be reduced to One Thousand One Hundred Eighty Dollars (\$1,180.00) or such other amount as may be adopted by the District in accordance with Section 66000 at seq. of the Government Code. Nothing in this Paragraph 8(B) shall be construed to limit the authority of the CSD to collect fees adopted in accordance with Government Code Section 66000 at seq. for facilities other than facilities for park purposes.

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

9. Water Supply Units. District agrees that the park sites identified within the Park Site Plan and Exhibit B pursuant to Paragraph 2 hereof shall participate in the Water Supply Augmentation Program and that water supply units reserved for park purposes pursuant to Section 5 of the Second Amendment to the Acquisition and Services Agreement shall be allocated to such park sites. Park sites shall be subject to payment of Water Supply Augmentation Fees as set forth in the Second Amendment and a portion of the fees collected pursuant to Section 7(B) shall be allocated for that purpose.

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- B - Park Site Plan
- C - Park Facility Matrix
- D - Park Financing Plan
- E - Conceptual location of trails

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT OF  
SACRAMENTO COUNTY

Date: November 2, 1990

By:   
RICHARD BRANDT,  
President,  
Board of Directors

9/14/90

7

CSD90052



**CORPORATE ACKNOWLEDGMENT**

NO. 302

State of California  
County of Sacramento } SS.

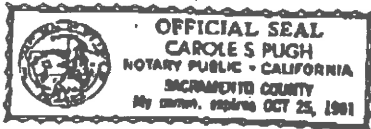
On this the 2<sup>nd</sup> day of November 1990, before me,

Carole S. Pugh  
the undersigned Notary Public, personally appeared

Richard Brant

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

WITNESS my hand and official seal.  
Carole S. Pugh  
Notary's Signature



ATTEST:

*Linda D. Eversole*

LINDA D. EVERSOLE  
Secretary  
Rancho Murieta Community  
Services District

Date: October 31, 1990

Date: October 31, 1990

RANCHO MURIETA ASSOCIATION, a  
California non-profit mutual  
corporation

By: J. B. Berna

Its: President

By: J. D. Digital

Its: Vice President

WINNCREST HOMES, INC.,  
a California Corporation

Date: \_\_\_\_\_, 1990

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

LINDA D. EVERSOLE  
Secretary  
Rancho Marieta Community  
Services District

Date: \_\_\_\_\_, 1990

Date: \_\_\_\_\_, 1990

Date: 11-7, 1990

RANCHO MARIETA ASSOCIATION, a  
California non-profit mutual  
corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

WINNCREST HOMES, INC.,  
a California Corporation

By: J. P. H.

Its: President

By: \_\_\_\_\_

Its: \_\_\_\_\_

9/14/90

8

CSD90052

FN PROJECTS, INC.,  
a California Corporation

Date: October 31, 1990

By: Mark W. Connolly

Its: First Vice - President

By: Mercedes E. Pena

Its: Assistant Secretary

N.T. HILL, INC.,  
a California Corporation dba  
R.J. Hill Company

Date: \_\_\_\_\_, 1990

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Corporation)

STATE OF CALIFORNIA }  
San Francisco } ss.  
COUNTY OF FRANCISCO

On October 31, 1990 before me, the undersigned, a Notary Public in and for said

State, personally appeared Mark W. Connolly

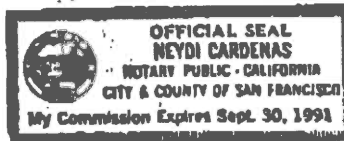
and Mercedes E. Pena

( X ) personally known to me and I proved to me on the basis  
of satisfactory evidence to be the person(s) who executed the within  
instrument as FIRST VICE - President and ASSISTANT  
Secretary on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Signature: [Signature]  
Neydi Cardenas

Name (Typed or Printed)



D90052

(This area for official notarial seal)

FN PROJECTS, INC.,  
a California Corporation

Date: \_\_\_\_\_, 1990

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

N.T. HILL, INC.,  
a California Corporation dba  
R.J. Hill Company

Date: Oct 26, 1990

By: Randy J Hill

Its: Pres / Sec

By: Robert A. Belz

Its: Vice President

STATE OF CALIFORNIA

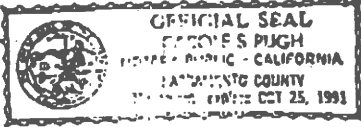
COUNTY OF Sacramento

On November 1, 1990, before me, the undersigned notary public, personally appeared J. B. Berube

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

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

Carole S. Pugh  
NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF Sacramento

On November 2, 1990, before me, the undersigned notary public, personally appeared T. D. Scriptal

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

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

Carole S. Pugh  
NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF Sacramento

On December 7, 1990, before me, the undersigned  
notary public, personally appeared Theresa P. Hill

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

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

Connie S. Peach  
NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 1990, before me, the undersigned  
notary public, personally appeared \_\_\_\_\_

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

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

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF CALIFORNIA

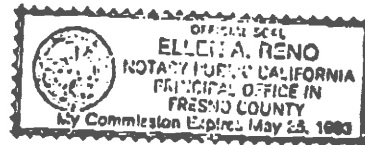
COUNTY OF FRESNO

On OCTOBER 26, 1990, before me, the undersigned notary public, personally appeared RANDY J. HILL

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

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

Eileen A. Reno  
NOTARY PUBLIC



STATE OF CALIFORNIA

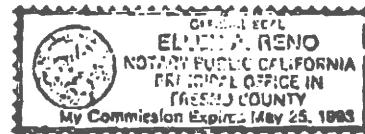
COUNTY OF FRESNO

On OCTOBER 26, 1990, before me, the undersigned notary public, personally appeared ROBERT A. BELZER

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

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

Eileen A. Reno  
NOTARY PUBLIC





RECORDING REQUESTED BY:

Rancho Murieta Association  
7220 Murieta Drive  
Rancho Murieta, CA 95683  
Att: Ted Peightel

AND WHEN RECORDED MAIL TO:

Rancho Murieta Association  
7220 Murieta Association  
Rancho Murieta, CA 95683  
Att: Ted Peightel

---

PARK DEVELOPMENT AGREEMENT

This Agreement is entered into as of August 28, 1990, by and among Ranch Murieta Association ("RMA") and the following owners of land within Rancho Mureita; Winncrest Homes, Inc.; F.N. Projects, Inc.; and N.T. Hill, Inc. (hereinafter collectively referred to as "Landowners"), and Rancho Murieta Community Services District.

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Park Facilities.

The parties agree to develop park facilities within the Rancho Murieta area as set forth in the Park Facility Matrix and the Rancho Murieta Planned Development Ordinance (hereinafter referred to as the "PD Ordinance") as amended pursuant to this Agreement. The parties further agree that all such park facilities are in addition to and not in lieu of, or replacement for, any existing facilities whether under control of RMA, Rancho Murieta Country Club or any Landowner.

2. Park Sites.

Landowners agree to convey to RMA for park purposes, without further compensation except as set forth in Paragraph 11, those sites shown in the Park Site Plan (Exhibit B), at no cost to RMA. The park sites shall be conveyed to RMA upon the filing of a subdivision map, which subdivides the parcel in which the park site is located, unless otherwise agreed by the affected Landowner and RMA. The parties agree that the precise location of park sites is difficult to ascertain until development plans are prepared for the Property. Consequently, the location of the park sites set forth in the Park Site Plan (Exhibit B) may be adjusted with the consent of the Park Committee, such consent to not be unreasonably withheld, and the County of Sacramento (hereinafter "County". All references to "County" shall include the County of Sacramento or any successor agency having jurisdiction over land use matters) as set forth in Paragraph 5 below. The conveyance shall be made free of any liens and encumbrances including those imposed as part of the formation of any improvement district or community facilities district.

3. Pedestrian and Bike Trail System

Landowners agree to develop, and upon completion, grant to RMA at no cost to RMA, a system of pedestrian and bike trails, constructed to standards and specifications as approved by the Parks Committee and consistent with state and federal regulations, which shall be incorporated in subdivision maps as development progresses. The pedestrian and bike trails may be incorporated in the road sections of subdivisions or through parks to be dedicated to the RMA or granted as separate parcels as determined by subdivision design and County of Sacramento approval. The trail system may include a river crossing, subject to any required approvals and any conditions imposed thereon by all applicable government agencies. The approximate locations of trails to be developed are

shown on Exhibit E attached hereto. It is expressly understood and agreed that locations shown on Exhibit E are conceptual only and that the actual trail configurations shall be as shown on final residential subdivision maps to be approved by the County of Sacramento. Such locations must be consistent with the density permitted under the Rancho Murieta Planned Development Ordinance No. 77-10 ("PD Ordinance"), applicable state and federal statutes and regulations, and customary and reasonable planning and marketing objectives. Changes in the plan shown in Exhibit E will be subject to the consent of the Park Committee, such consent to not be unreasonably withheld.

4. Neighborhood Parks Within Rancho Murieta South.

F.N. Projects, Winncrest and R.J. Hill, three of the Landowners, agree to develop and convey to RMA the Murieta South Neighborhood Park and the Murieta South Remote Neighborhood Park, respectively, consistent with the level of facilities specified in the Park Facility Matrix. Landowners shall pay for all those facilities identified as Neighborhood Facilities in the Park Facility Matrix. Such facilities shall be of a quality commensurate with the expense that would have been incurred by a prudent park developer for the amount that, but for the Neighborhood Park Fee credit set forth in Section 7(b)(i), would have been expended. These park lands and facilities shall be conveyed to RMA upon their completion. Prior to construction, Landowners shall submit construction plans to the Park Committee for review and approval, such approval not to be unreasonably withheld.

5. Park Committee.

a. A committee shall be established upon the execution of this Agreement (hereinafter the "Park Committee"), the initial membership of which shall include two representatives appointed by RMA, one representative appointed by CSD and two representatives appointed by the Landowners or their successors in interest for a total of five (5) committee members. Upon the completion of all of the park facilities contemplated by this Agreement, the Landowner members shall be replaced by RMA appointees.

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

c. If any proposal made to the Park Committee will require an amendment of the PD Ordinance as amended pursuant to this Agreement, the Park Committee's determination shall be a recommendation to the County of Sacramento on the amendment application. In such an event the parties to this Agreement shall be bound by the Park Committees decision and shall not advocate a different position to the County. The County's decision in approving or denying the amendment of the PD Ordinance shall be final.

6. Amendments to Rancho Murieta PD.

The Landowners agree to draft, submit to the Park Committee for review for consistency with this Agreement, submit to the County for approval, and pay all fees relating to this process, an amendment to the PD Ordinance. The amendment shall implement the provisions of this Agreement and the Park Development Plan as set forth herein.

7. Park Financing Plan.

a. Funding of the park facilities and development shall be as set forth in the Park Financing Plan. Landowners, according to the Park Financing Plan, shall be responsible for financing Neighborhood Parks and Facilities, and RMA shall be responsible for financing Community Parks and Facilities. Landowner's payment of fees pursuant to the Park Financing Plan shall fully satisfy Landowner's obligation towards the financing of Community Facilities. The Landowner monetary contributions which are established by the Park Financing Plan, shall be adjusted annually in an amount based on the ENR Construction Cost Index for the San Francisco Region and shall be collected at the time Landowner property is annexed into the RMA. The initial fees shall be in those amounts set forth in subsections b(i) and b(ii) below. RMA shall establish a park development fund into which funds collected pursuant to this Agreement shall be deposited. Further, RMA shall provide evidence to Landowners of sufficient resources to pay an amount equal to the number of developed units, multiplied by the contribution amount, all as set forth in the Park Financing Plan at the time such funds are required.

b. Initial Fee Amounts:

i. Neighborhood Park Fees

Properties Within:

Rancho Murieta South                    -0-  
(a credit for park construction)

pursuant to paragraph 4, in the amount of \$745.00 per dwelling unit)

ii. Community Parks

All areas

\$1095.00/dwelling unit

8. CSD Community Facilities Fees.

CSD agrees as follows:

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

b. CSD agrees that the community facilities fee applicable to the Property, in effect on the date of this Agreement, shall be reduced to One Thousand One Hundred Eighty Dollars (\$1,180.000) or such other amount as may be adopted by the District in accordance with Section 66000 *et seq.* of the Government Code. Nothing in this Paragraph 8.b. shall be construed to limit the authority of the CSD to collect fees adopted in accordance with Government Code Section 66000 *et seq.* for facilities other than facilities for park or recreational purposes.

c. In the event any Landowner is in breach of this Agreement, nothing herein precludes the CSD from imposing a validly adopted fee for park and recreational purposes on the lands of the defaulting Landowner.

9. Water Supply Units.

District agrees that the park sites identified within the Park Site Plan and Exhibit B pursuant to Paragraph 2 herein shall participate in the Water Supply Augmentation Program and that water supply units reserved for park purposes pursuant to Section 5(h) of the Second Amendment to the Acquisition and Services Agreement shall be allocated to said park sites. Park sites shall be subject to payment of Water Supply Augmentation Fees as set forth in the Second Amendment and a portion of the fees collected pursuant to Section 7(b) shall be allocated for that purpose.

10. Modifications.

Relocations of parks or changes in park size may be approved only upon the mutual written consent of the Park Committee and the Landowner (or its

successor in interest) of the undeveloped property subject to the change. Any such change shall be subject to County of Sacramento approval.

11. Binding Agreement.

This document shall be recorded. It is binding upon the heirs and assigns of the parties. This document shall be a covenant running with the land and binding upon the property described in Exhibits A-1 and A-2.


12. Exhibits

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


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

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT OF  
SACRAMENTO COUNTY

Dated: 8/28, 19 90

By:   
RICHARD BRANDT,  
President,  
Board of Directors

ATTEST:

  
LINDA D. EVERSOLE  
Secretary  
Rancho Murieta Community  
Services District

WINNCREST HOMES, INC.  
A California Corporation

Dated: 8/28, 19 90

By: [Signature]  
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

F.N. PROJECTS, INC.  
A California Corporation

Dated: 8/28, 19 90

By: [Signature]  
Its: Partner

By: \_\_\_\_\_  
Its: \_\_\_\_\_

N.T. HILL, INC.  
A California Corporation dba  
R.J. Hill Company

Dated: 8/28, 19 90

By: [Signature]  
Its: President

RANCHO MURIETA ASSOCIATION  
A California Corporation

Dated: \_\_\_\_\_, 19 \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 19 \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of California \_\_\_\_\_ )  
County of Sacramento ) ss.

On this 28th day of August, 1990, before me, LINDA DALENE EVERSOLE, the undersigned Notary Public, personally appeared Thomas P. Winn personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Linda Dalene Eversole  
Notary's Signature

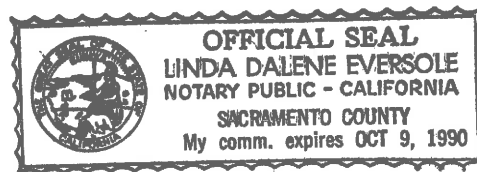


State of California \_\_\_\_\_ )  
County of Sacramento ) ss.

On this 28th day of August, 1990, before me, LINDA DALENE EVERSOLE, the undersigned Notary Public, personally appeared Thomas P. Winn personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Partner or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Linda Dalene Eversole  
Notary's Signature





State of California \_\_\_\_\_ )  
County of Sacramento ) ss.

On this 28th day of August, 1990, before me, LINDA DALENE EVERSOLE, the undersigned Notary Public, personally appeared RANDY J. HILL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Linda Dalene Eversole  
Notary's Signature



State of California \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1990, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as \_\_\_\_\_ or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature

State of California \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1990, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as \_\_\_\_\_ or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

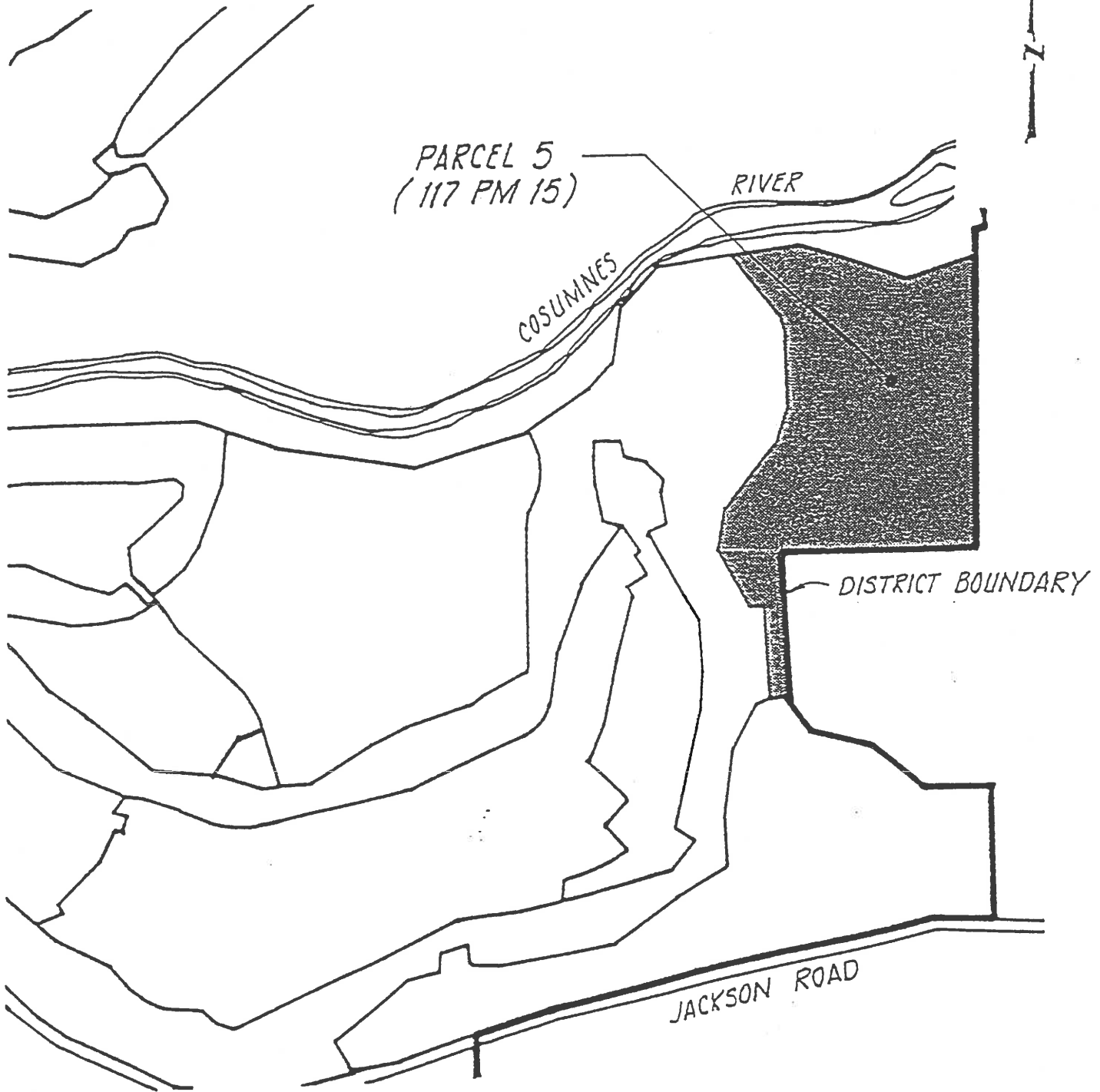
\_\_\_\_\_  
Notary's Signature

State of California \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1990, before me; \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as \_\_\_\_\_ or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary's Signature



*RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA*

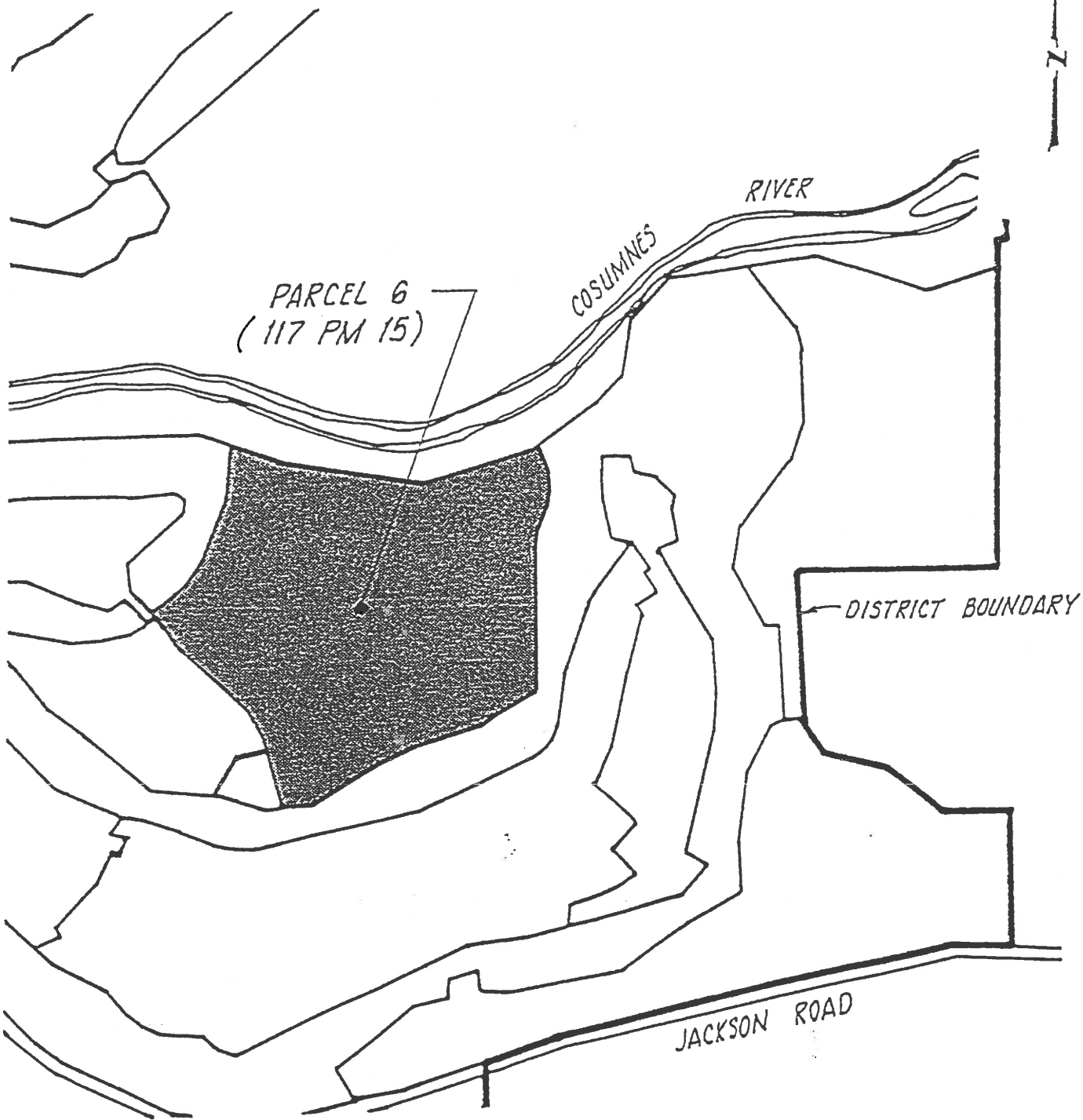
**GIBERSON & ASSOCIATES**  
 Planning • Engineering • Project Management

PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1" = 800'

DATE: 6/90

PAGE: 1 OF 19



*RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA*

**GIBERSON & ASSOCIATES**  
 Planning • Engineering • Project Management

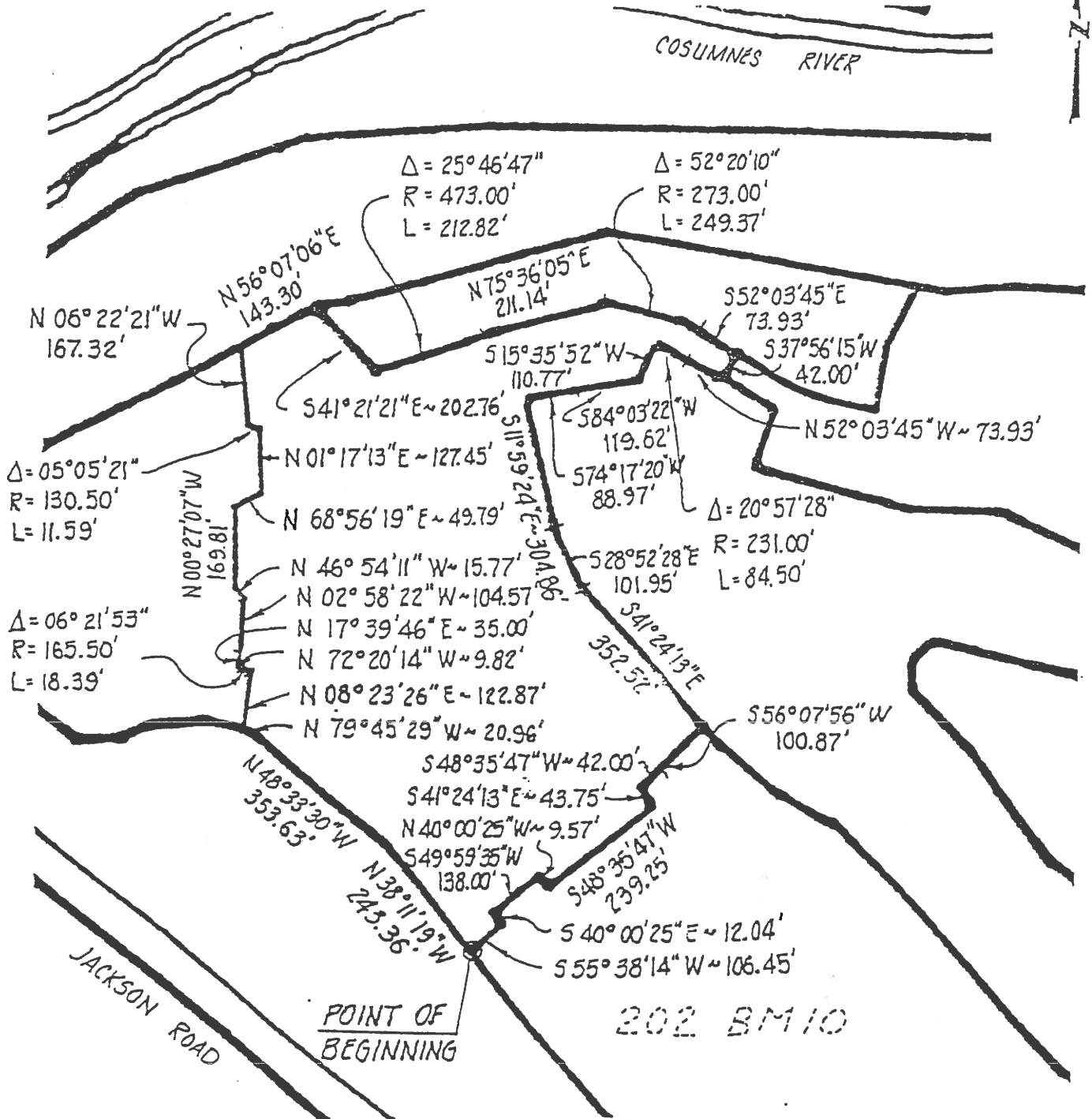
PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1"=800'

DATE: 6/90

PAGE: 2 OF 19

NOTE: P.O.B. = MOST W'LY COR.  
202 B.M. 10



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

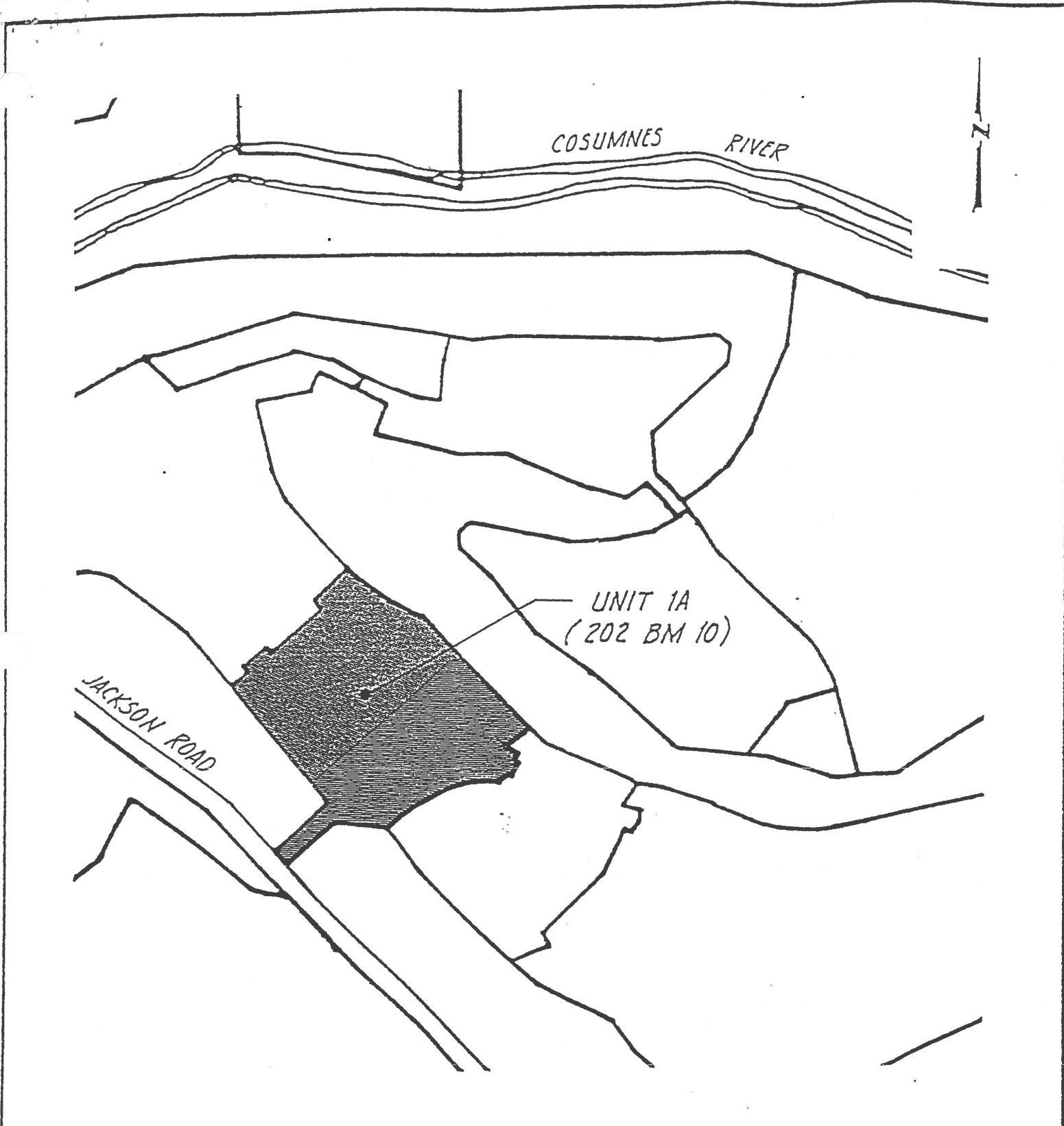
GIBERSON & ASSOCIATES  
Planning • Engineering • Project Management

PLAT TO ACCOMPANY  
PARK AGREEMENT  
EXHIBIT A-1

SCALE: 1" = 300'

DATE: 6/90

PAGE: 3 of 19



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES  
 Planning • Engineering • Project Management

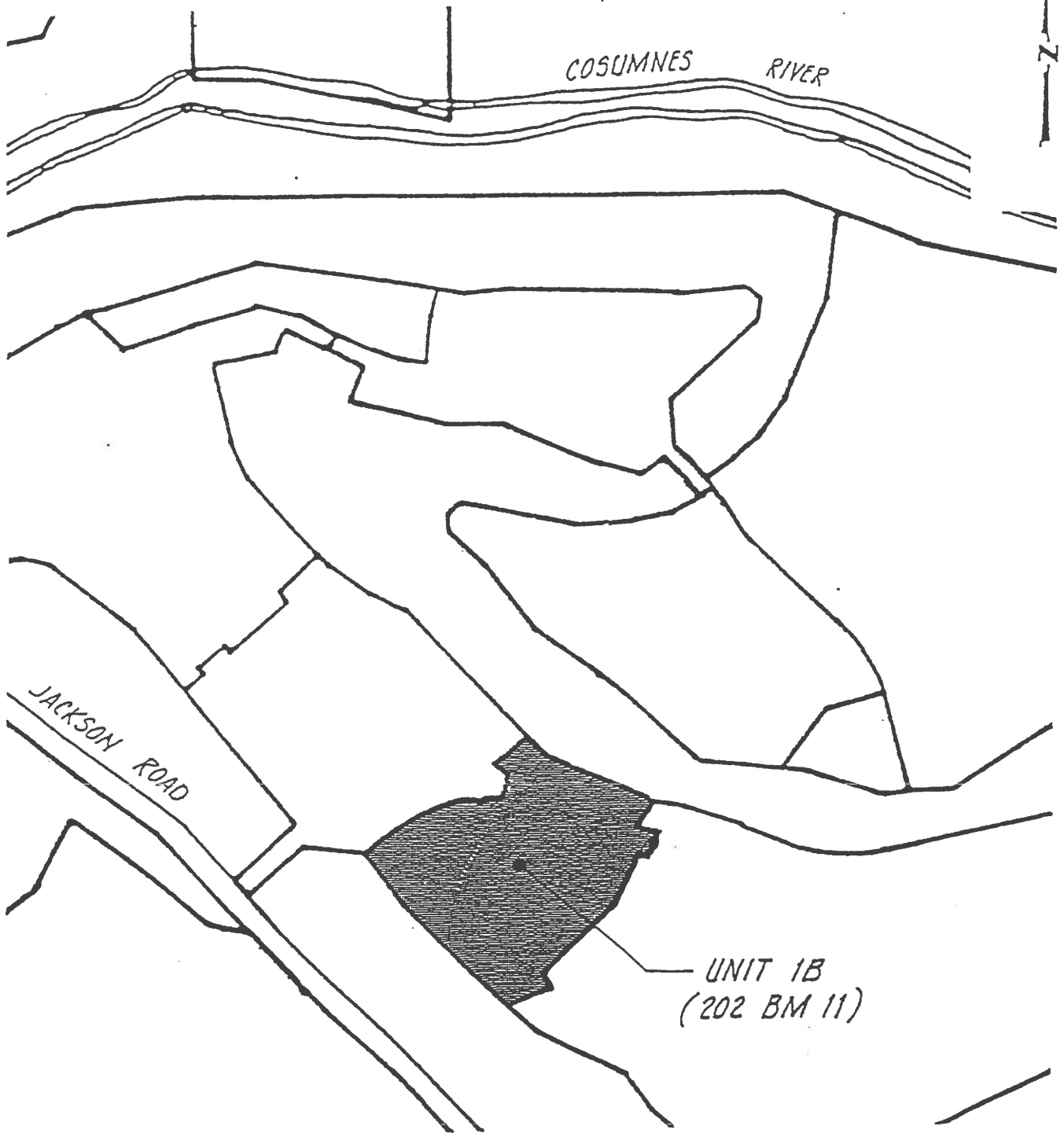
1746 Gold (James) Drive, Suite 421 Sacramento, CA 95810 (916) 438-0800

PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1" = 500'

DATE: 6/90

PAGE: 4 of 19



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES  
Planning • Engineering • Project Management

PLAT TO ACCOMPANY

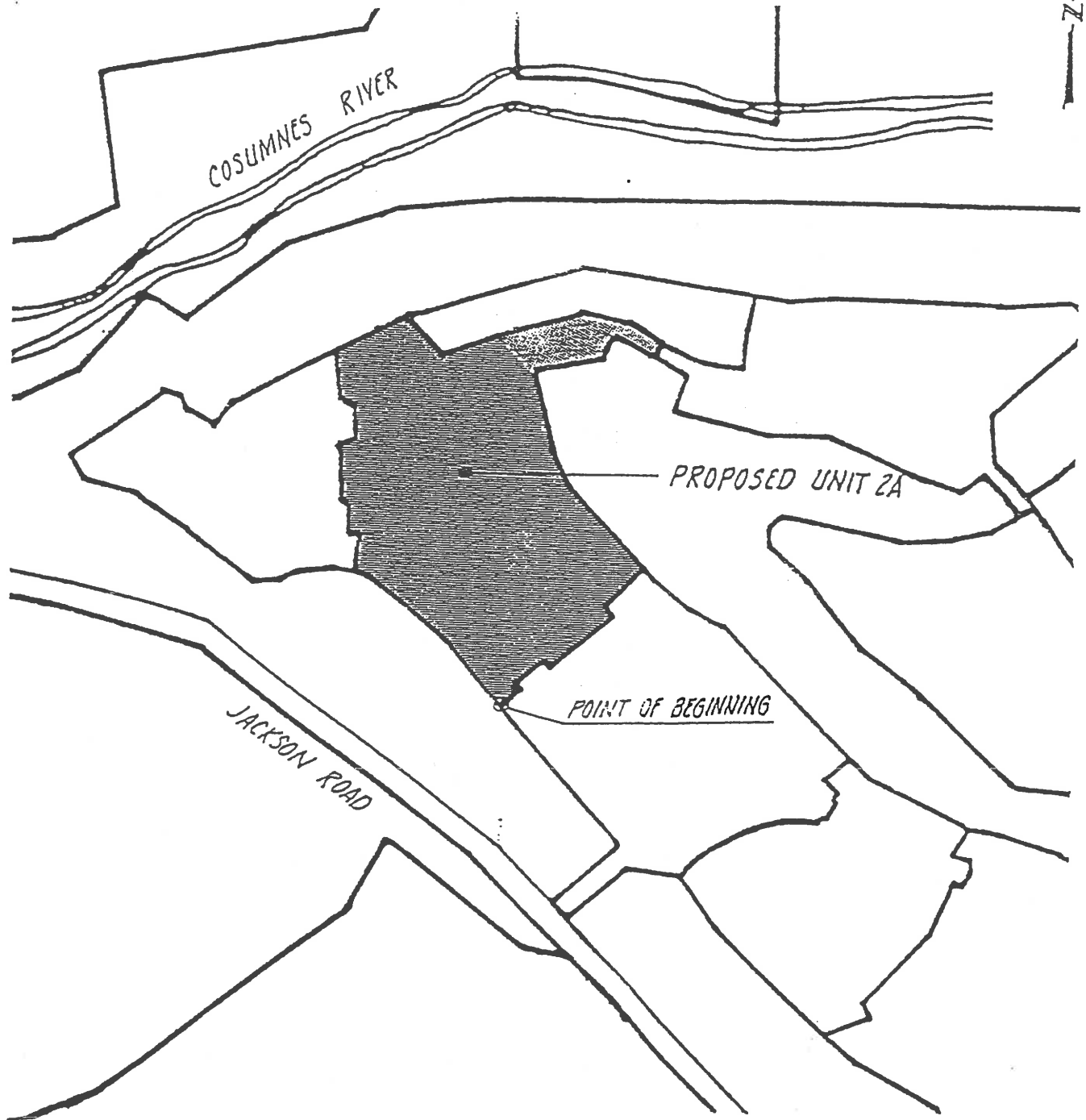
PARK AGREEMENT

EXHIBIT A-1

SCALE: 1" = 500'

DATE: 6/90

PAGE: 5 of 19



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

 GIBERSON & ASSOCIATES  
 Planning • Engineering • Project Management

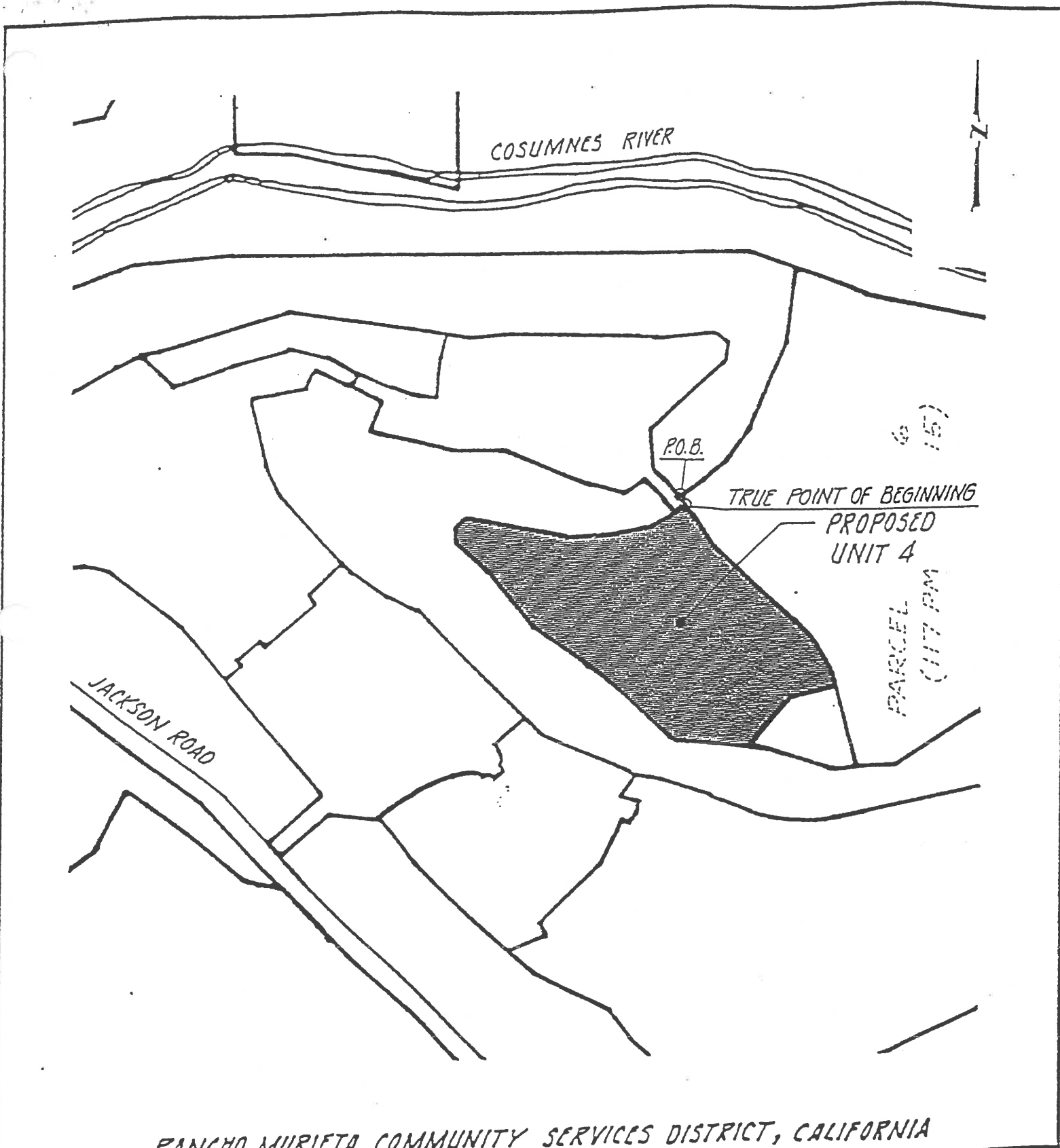
PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1"=500'

DATE: 6/90

PAGE: 6 of 19





RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



GIBERSON & ASSOCIATES  
 Planning • Engineering • Project Management

1746 Gold (Sacramento Office) Suite 101 Sacramento, CA 95810 (916) 444-0000

PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

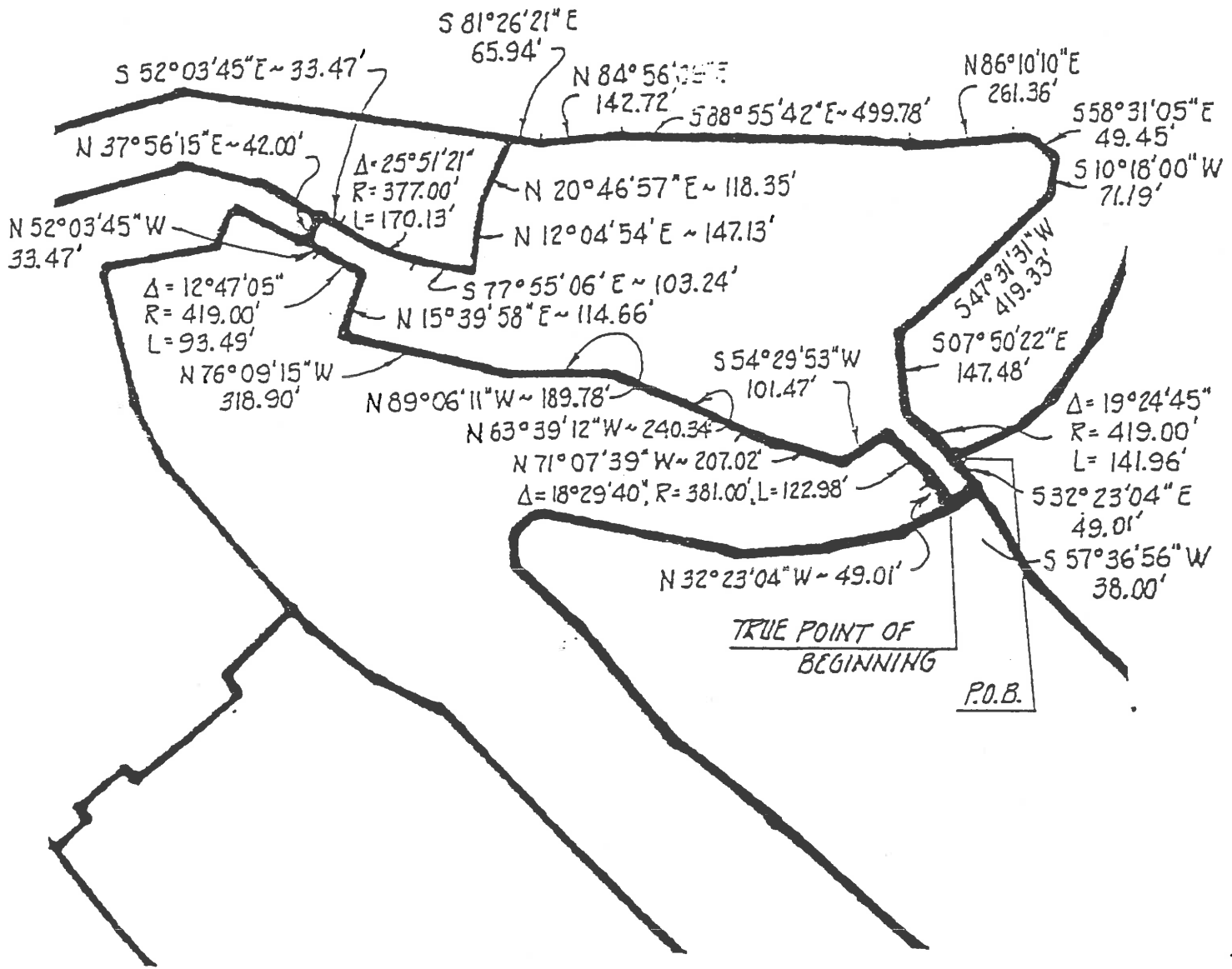
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DATE: 6/90

PAGE: 7 of 19

NOTE: P.O.B. = MOST W'LY COR. PARCEL 6  
117 P.M. 15.

COSUMNES RIVER



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

**GIBERSON & ASSOCIATES**  
Planning • Engineering • Project Management

PLAT TO ACCOMPANY  
PARK AGREEMENT  
EXHIBIT A-1

SCALE: 1" = 300'

DATE: 6/90

PAGE: 8 of 19

COSUMNES RIVER



PROPOSED UNIT 3 (S)

P.O.B.

TRUE POINT OF BEGINNING

PARCEL (17 PM)

JACKSON ROAD

RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



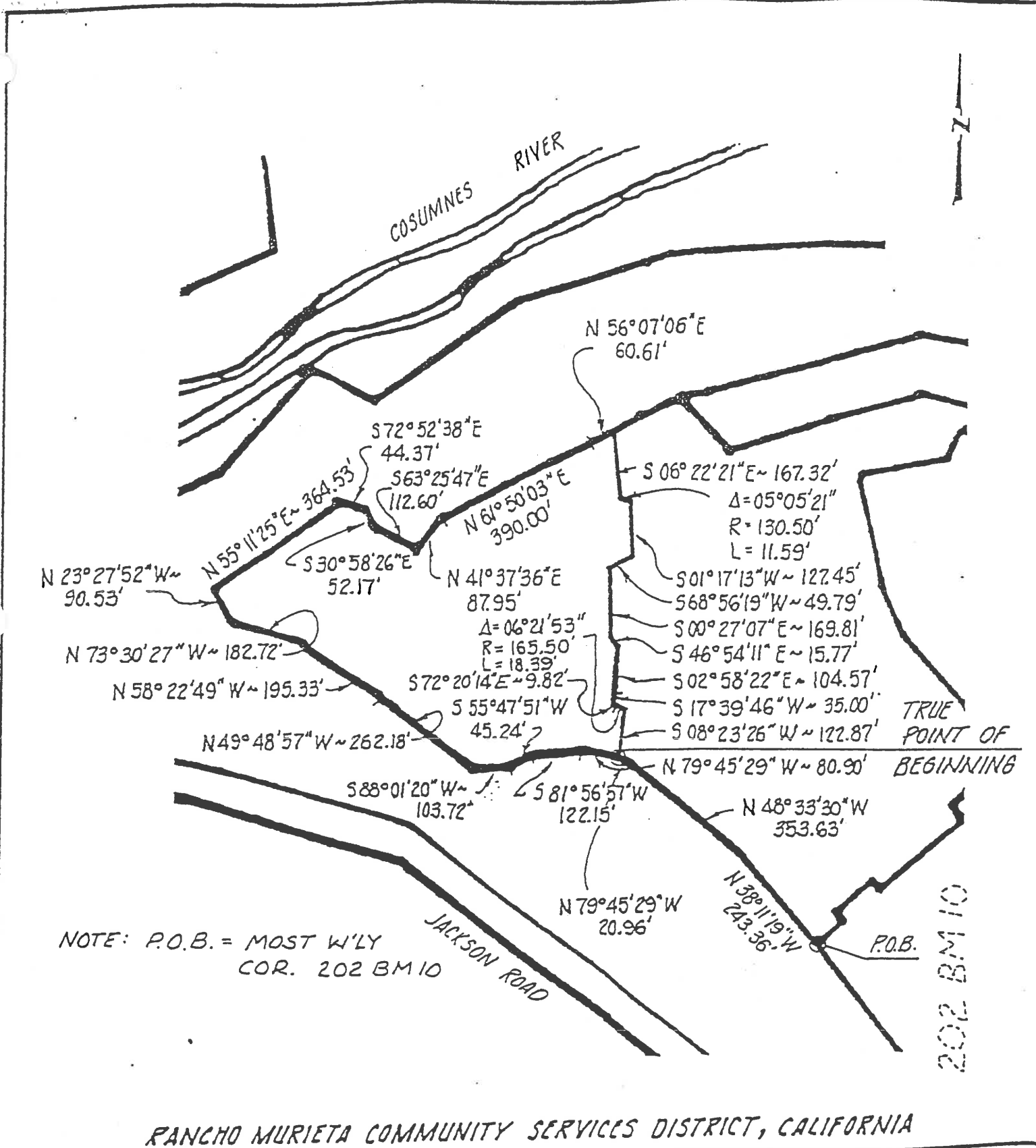
GIBERSON & ASSOCIATES  
Planning • Engineering • Project Management

PLAT TO ACCOMPANY  
PARK AGREEMENT  
EXHIBIT A-1

SCALE: 1" = 500'

DATE: 6/90

PAGE: 9 of 19



NOTE: P.O.B. = MOST W'LY  
COR. 202 BM 10

RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

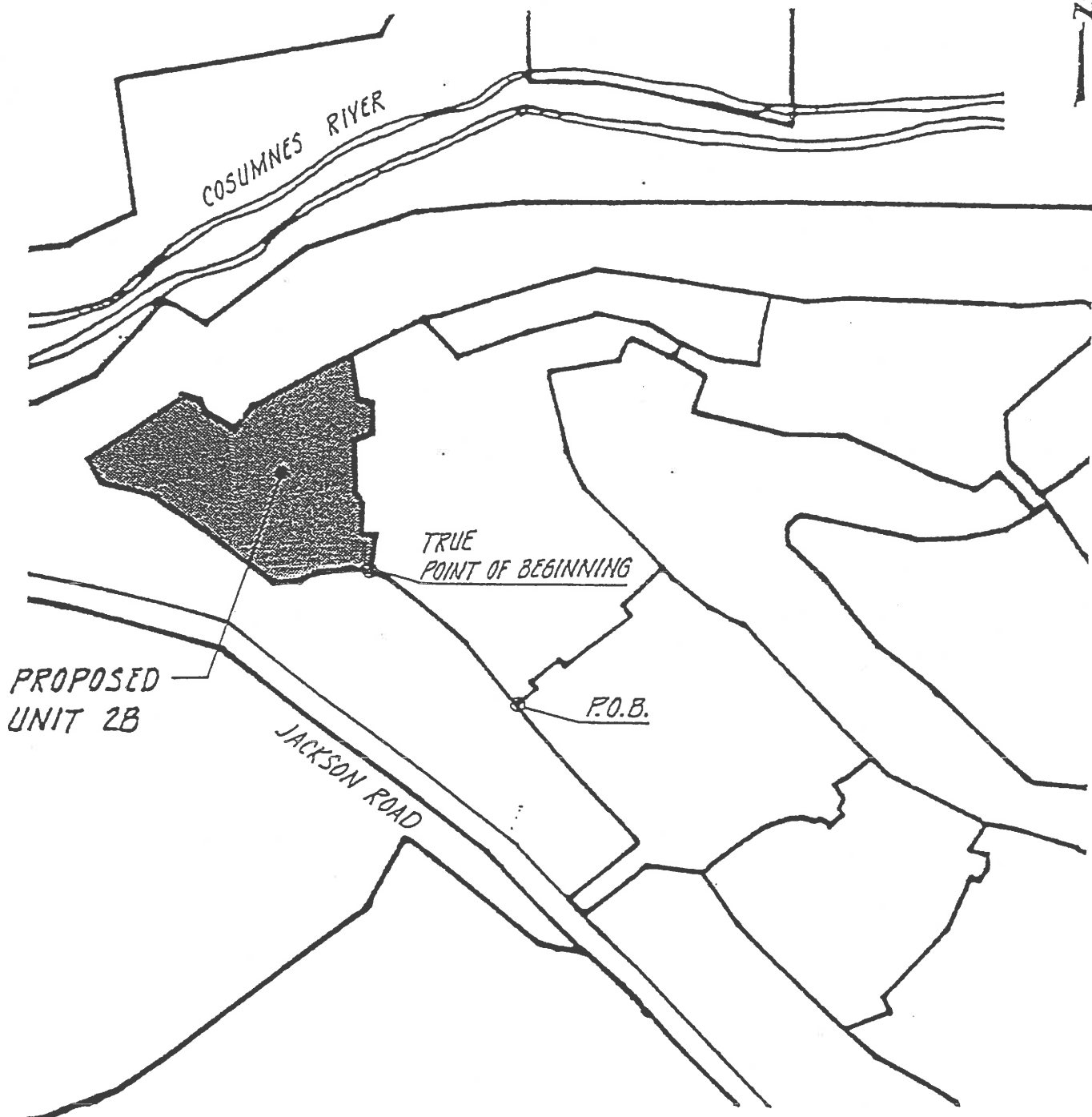
**GTBERSON & ASSOCIATES**  
Planning • Engineering • Project Management

PLAT TO ACCOMPANY  
PARK AGREEMENT  
EXHIBIT A-1

SCALE: 1" = 300'

DATE: 6/90

PAGE: 10 of 19



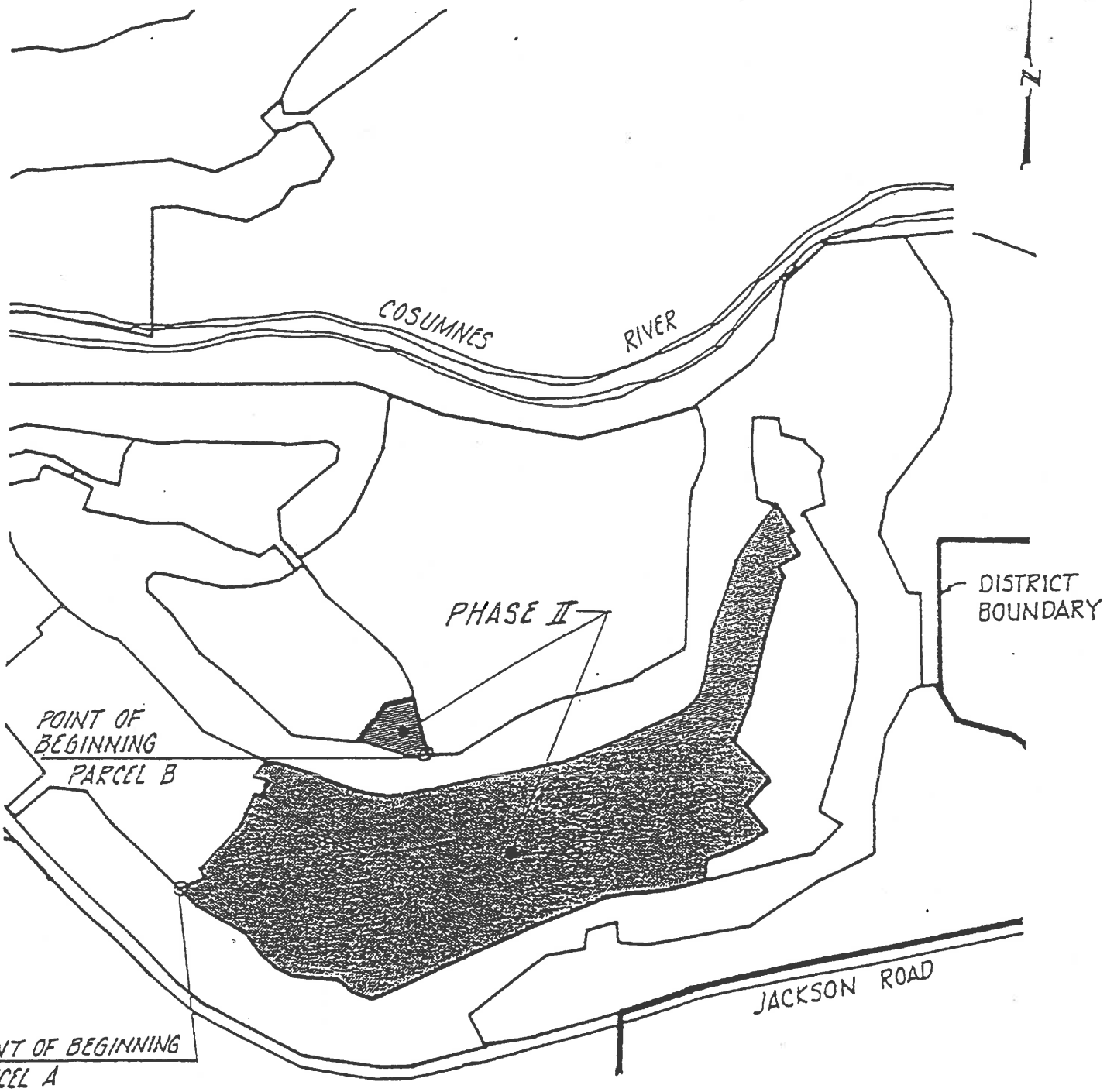
RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

**GIBERSON & ASSOCIATES**  
 Planning • Engineering • Project Management

1246 Gold (Exxon) Drive, Suite 101 Sacramento, CA 95830 (916) 438-0060

PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1" = 500'  
 DATE: 6/90  
 PAGE: 11 of 19



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

**GIBERSON & ASSOCIATES**  
 Planning • Engineering • Project Management

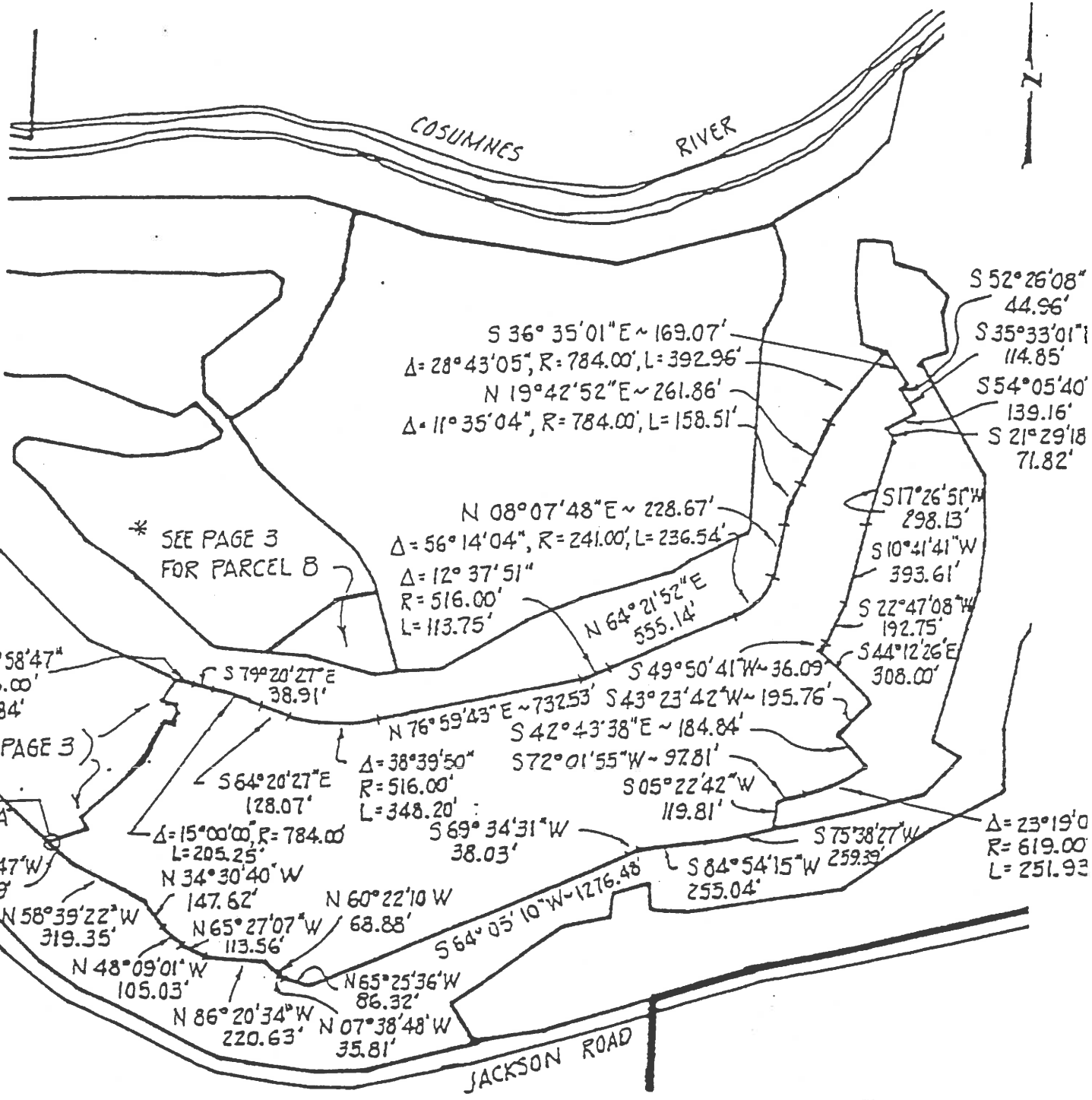
1746 Gold (Excess Office) Suite 101 Sacramento, CA 95833 (916) 434-0000

PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1"=300'

DATE: 6/90

PAGE: 12 OF 19



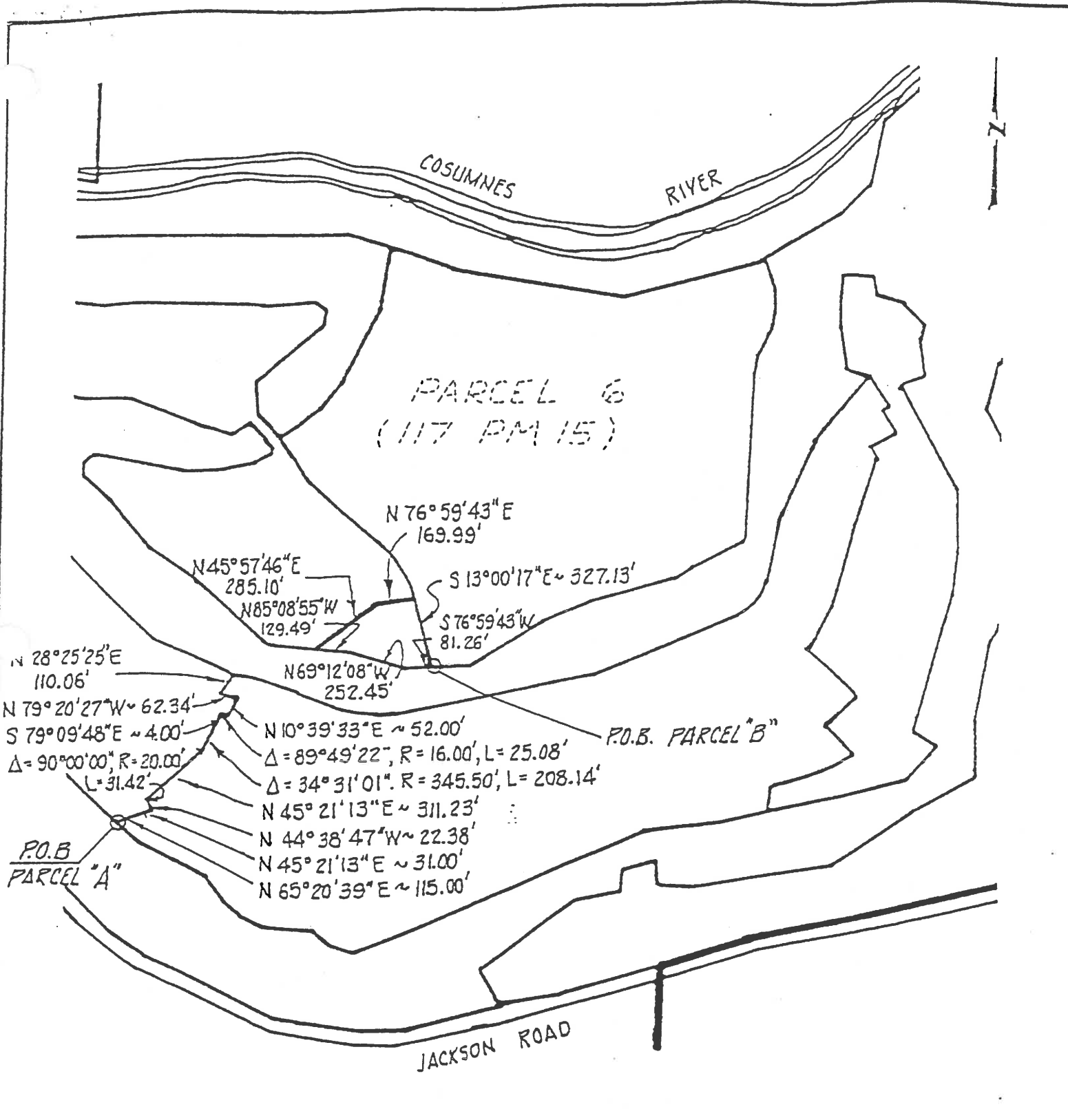
**RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA**

**GIBERSON & ASSOCIATES**  
*Surveying • Engineering • Planning • Management*

**PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1**

**SCALE: 1" = 600'**  
**DATE: 6/90**  
**PAGE: 13 of 19**

1998 California State Board of Surveyors CA 0000 (000) 000-0000



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA



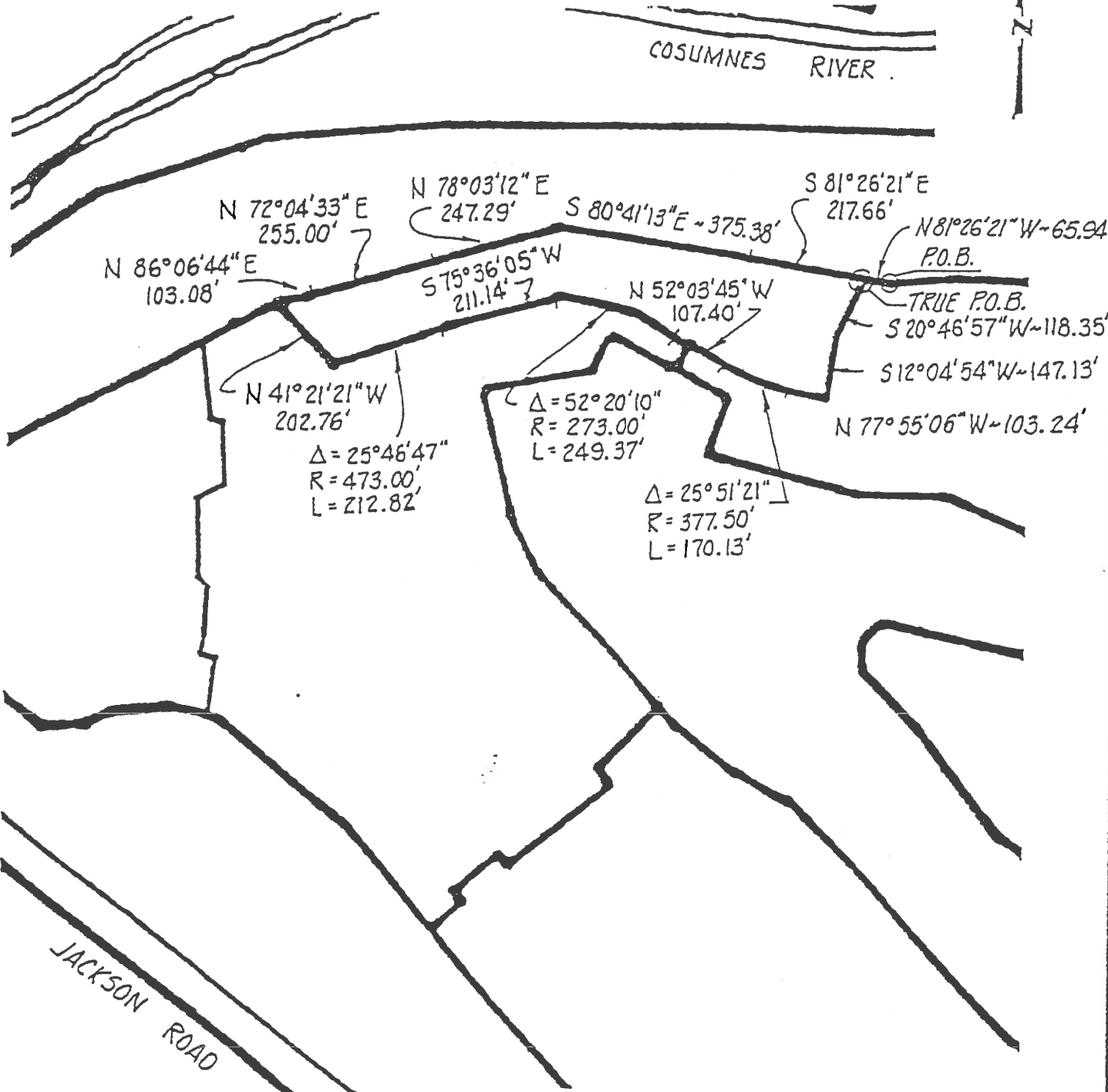
GIBERSON & ASSOCIATES  
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PLAT TO ACCOMPANY  
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 EXHIBIT A-1

SCALE: 1" = 600'  
 DATE: 6/90  
 PAGE: 14 OF 19

1994 Civil Engineers License No. 5000 State of California CA P.E. No. 50000





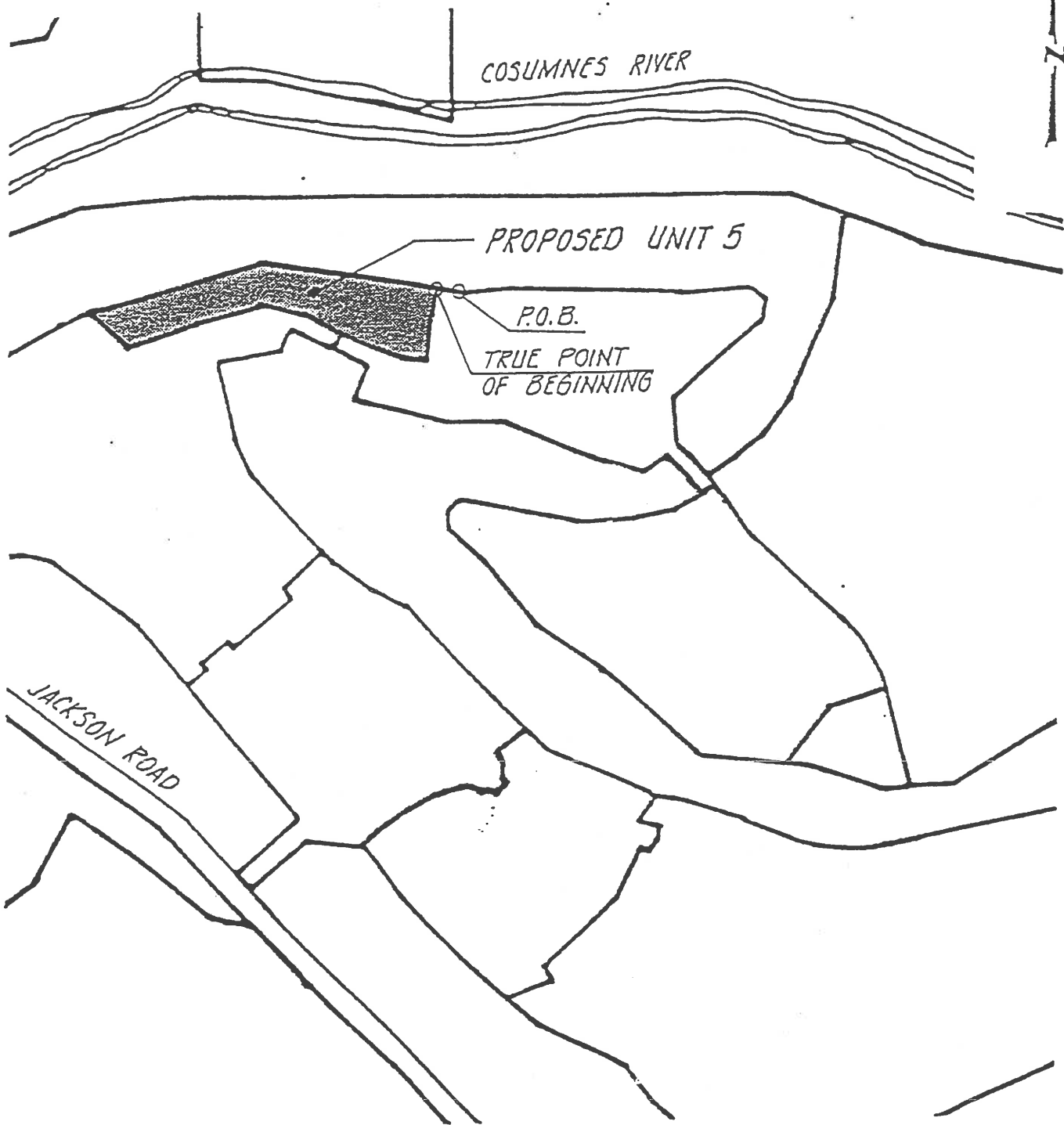
RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

**GIBERSON & ASSOCIATES**  
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PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1" = 300'  
 DATE: 6/90  
 PAGE: 15 of 19

1746 Gold Express Drive, Suite 101 Sacramento, CA 95830 (916) 438-4000



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

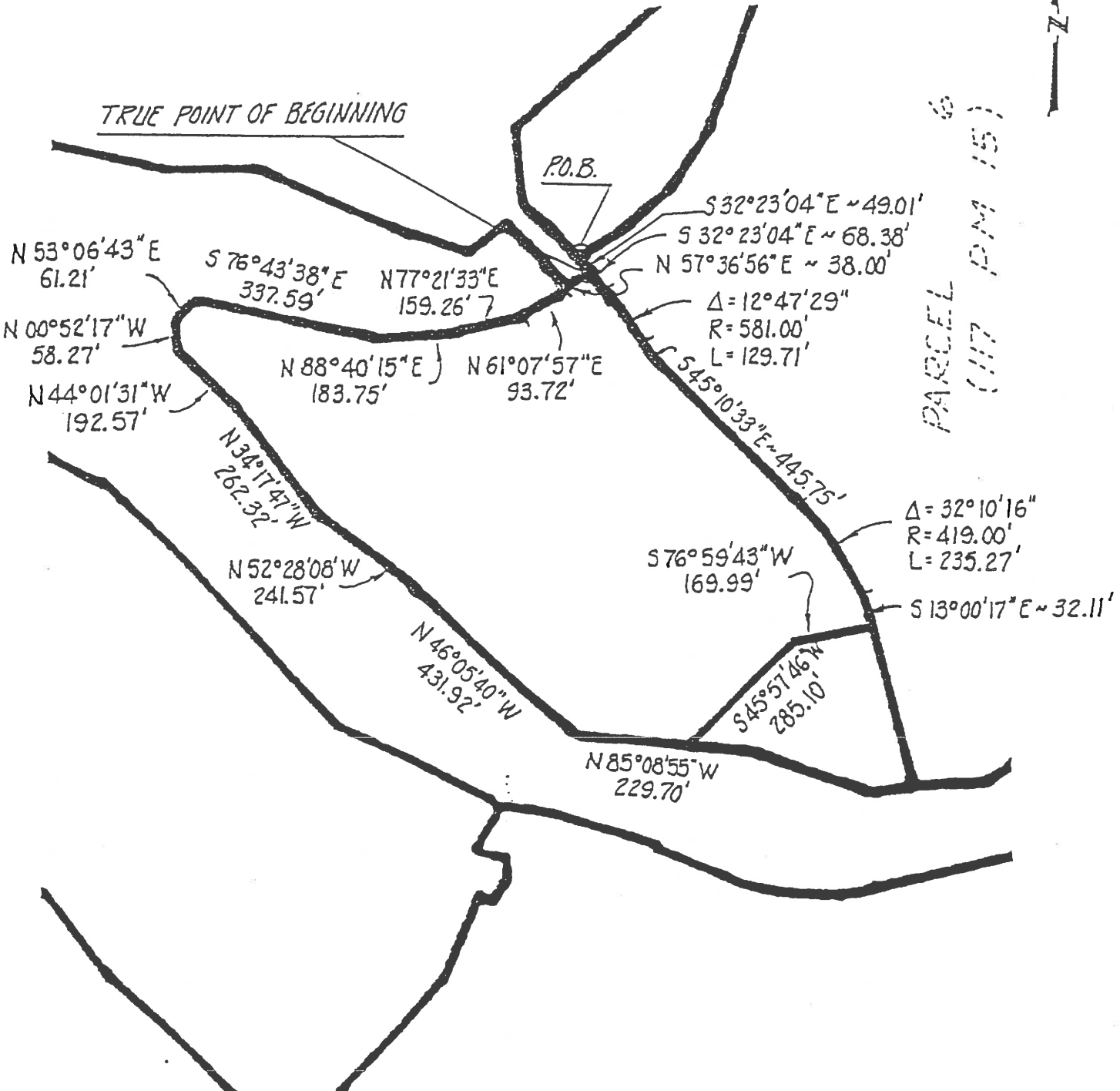
**GIBERSON & ASSOCIATES**  
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PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1" = 500'  
 DATE: 6/90  
 PAGE: 16 of 19

1746 Gold (approx) Office Suite 101 Sacramento, CA 95810 (916) 438-0000

NOTE: P.O.B. = MOST W'LY COR. PARCEL 6  
117 P.M. 15



RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

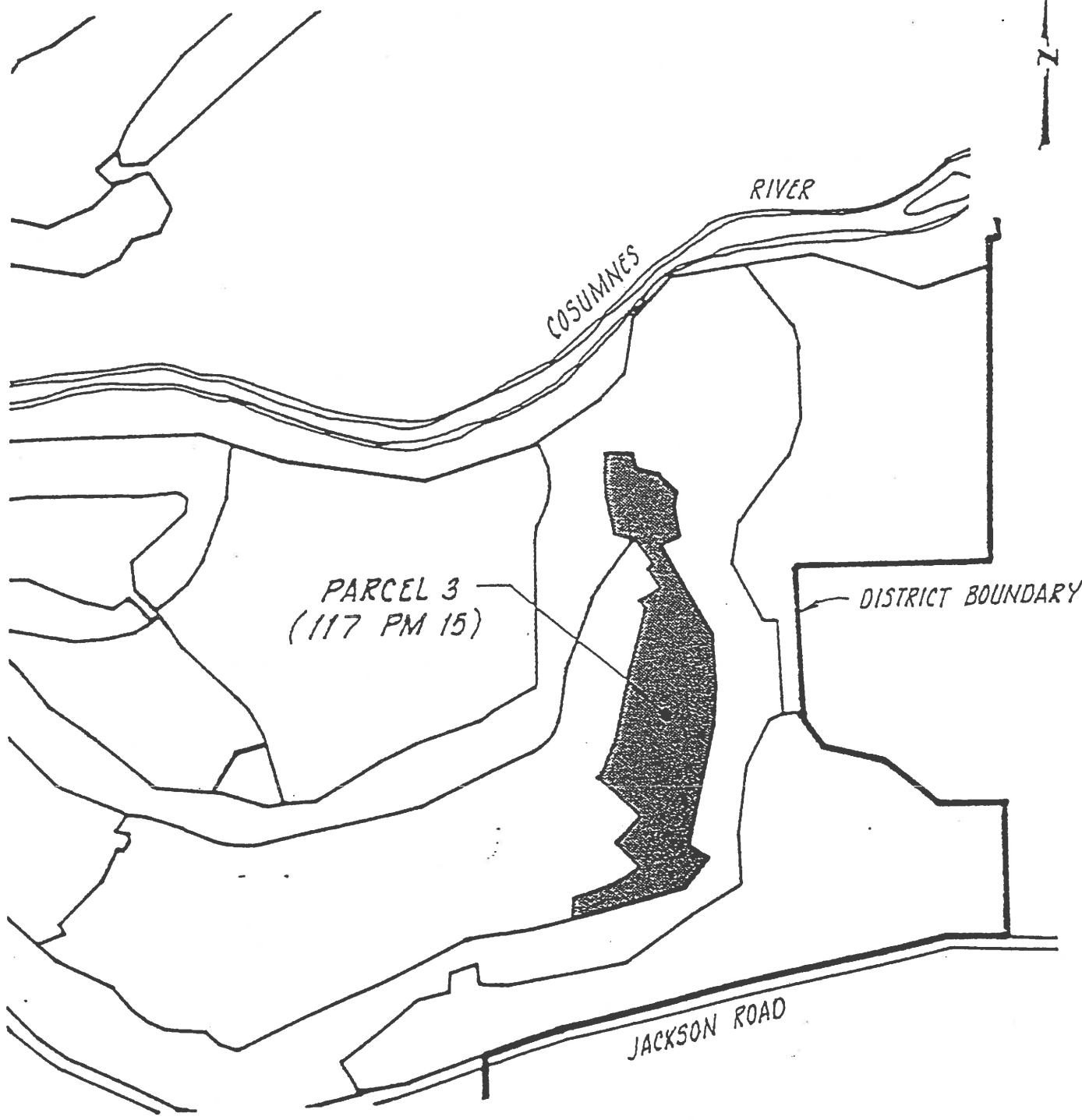
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PLAT TO ACCOMPANY  
PARK AGREEMENT  
EXHIBIT A-1

SCALE: 1" = 300'

DATE: 6/90

PAGE: 17 of 19



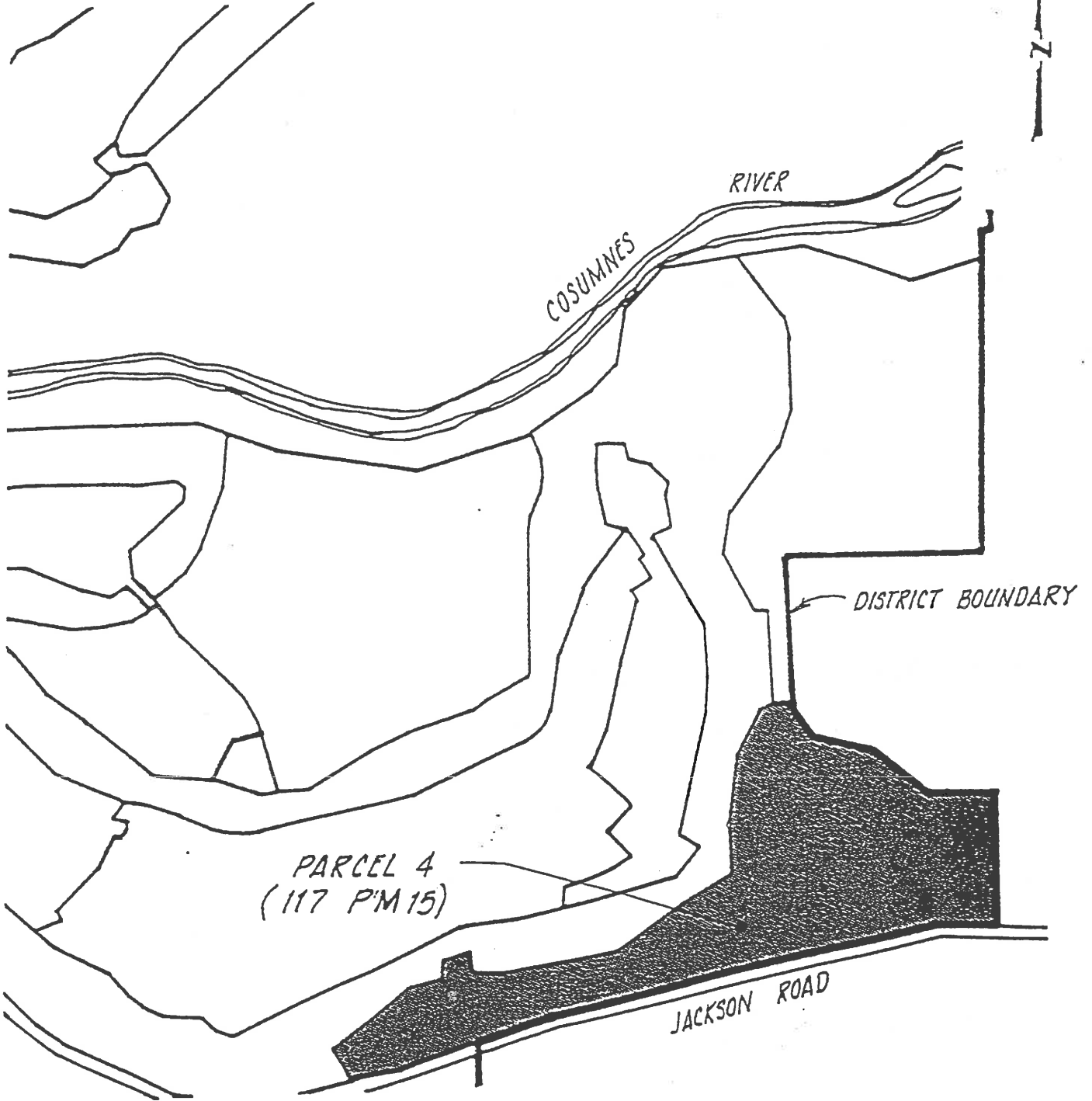
RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA

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 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1"=800'  
 DATE: 6/90  
 PAGE: 18 OF 19

1744 Code (Supers. Ord. July 13, 1994) CA 17440 (7/94) 6/20/90



*RANCHO MURIETA COMMUNITY SERVICES DISTRICT, CALIFORNIA*

**GIBERSON & ASSOCIATES**  
 Planning • Engineering • Project Management

PLAT TO ACCOMPANY  
 PARK AGREEMENT  
 EXHIBIT A-1

SCALE: 1" = 800'

DATE: 6/90

PAGE: 19 OF 19

EXHIBIT A-2

That real property situate in the unincorporated area. County of Sacramento, State of California, being Parcel 5 of that certain Parcel Map filed in the office the Recorder of said County in Book 117 of Parcel Maps at page 15.

EXHIBIT A-2

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 6 of that certain Parcel Map filed in the office the Recorder of said County in Book 117 of Parcel Maps at page 15.

EXHIBIT A-2

That real property situate in the unincorporated area, County of Sacramento, State of California, on that certain Subdivision Map filed in the office of the Recorder of said County in Book 202 of Maps, Map Number 10.



EXHIBIT A-2

That real property situate in the unincorporated area, County of Sacramento, State of California, on that certain Subdivision Map filed in the office of the Recorder of said County in Book 202 of Maps, Map Number 11.

EXHIBIT A-2.

That real property situate in the unincorporated area, County of Sacramento, State of California, being a portion of that certain 150.00 acre parcel granted to FN PROJECTS, INC. by deed recorded in Book 881230, Official Records of Sacramento County at Page 4790; and being most particularly described as follows:

Beginning at a point in the boundary of said 150.00 acre parcel, said point being the most Westerly corner of Rancho Murietta South, Unit 1A as shown on that Subdivision Map filed with the Recorder of said County in Book 202 of Maps, Map 10; thence, North 38° 11' 19" West 243.36 feet; thence, North 48° 33' 30" West 353.63 feet; thence, North 79° 45' 29" West 20.96 feet; thence, North 08° 23' 26" East 122.97 feet; thence, along a non tangent curve concave to the North having a back tangent of North 78° 42' 07" West, with a radius at 165.50 feet, through a central angle of 6° 21' 53" for an arc length of 18.39 feet; thence, North 72° 20' 14" West 9.82 feet; thence, North 17° 39' 46" East 35.00 feet; thence, North 2° 58' 22" West 104.57 feet; thence, North 46° 54' 11" West 15.77 feet; thence, North 0° 27' 07" West 169.81 feet; thence, North 68° 56' 19" East 49.79 feet; thence, North 1° 17' 13" East 127.45 feet; thence, along a non tangent curve concave to the South and having a back tangent of South 88° 43' 00" West with a radius of 130.50 feet through a central angle of 5° 05' 21" for an arc length of 11.59 feet; thence, North 6° 22' 21" West 167.32 feet; thence, North 56° 07' 06" East 143.30 feet; thence, South 41° 21' 21" East 202.76 feet; thence, along a non tangent curve concave to the South and having a back tangent of North 49° 49' 18" East and a radius of 473.00 feet through a central angle of 25° 46' 47" for an arc length of 212.82 feet; thence, North 75° 36' 05" East 211.14 feet; thence, along a curve to the right with a radius of 273.00 feet through a central angle of 52° 20' 10" for an arc length of 249.37 feet; thence, South 52° 03' 45" East 73.93 feet; thence, South 37° 56' 15" West 42.00 feet; thence, North 52° 03' 45" West 73.93 feet; thence, along a curve to the left with a radius of 231.00 feet through a central angle at 20° 57' 28" for an arc length of 84.50 feet; thence, South 15° 35' 52" West 110.77 feet; thence, South 84° 03' 22" West 119.62 feet; thence, South 74° 17' 20" West 88.97 feet; thence, South 11° 59' 24" East 304.86 feet; thence, South 28° 52' 28" East 101.95 feet; thence, South 41° 24' 13" East 352.52 feet; thence, South 56° 07' 56" West 100.87 feet; thence, South 48° 35' 47" West 42.00 feet; thence, South 41° 24' 13" East 43.75 feet; thence, South 48° 35' 47" West 239.25 feet; thence, North 40° 00' 25" West 9.57 feet; thence, South 49° 59' 35" West 138.00 feet; thence, South 40° 00' 25" East 12.04 feet; thence, South 55° 38' 14" West 106.45 feet to the Point of Beginning.

EXHIBIT A-2

That real property situate in the unincorporated area, County of Sacramento, State of California, being a portion of that certain 150.00 acre parcel granted to FN PROJECTS, INC. by deed recorded in book 881230, Official Records of Sacramento County at Page 4790; and being most particularly described as follows:

Beginning at a point in the boundary of said 150.00 acre parcel, said point being the most Westerly corner of Rancho Murieta South, Unit 1A as shown on that certain Subdivision Map filed with the Recorder of said County in Book 202 of Maps, Map 10; thence, North 38° 11' 19" West 243.36 feet; thence, North 48° 33' 30" West 353.63 feet; thence, North 79° 45' 29" West 20.96 feet to the True Point of Beginning; thence, North 79° 45' 29" West 80.90 feet; thence, South 81° 56' 57" West 122.15 feet; thence, South 55° 47' 51" West 45.24 feet; thence, South 88° 01' 20" West 103.72 feet; thence, North 49° 48' 57" West 262.18 feet; thence, North 58° 22' 49" West 195.33 feet; thence, North 73° 30' 27" West 182.72 feet; thence, North 23° 27' 52" West 90.53 feet; thence, North 55° 11' 25" East 364.53 feet; thence, South 72° 52' 38" East 44.37 feet; thence, South 30° 58' 26" East 52.17 feet; thence, South 63° 25' 47" East 112.60 feet; thence, North 41° 37' 36" East 87.95 feet; thence, North 61° 50' 03" East 390.00 feet; thence, North 56° 07' 06" East 60.61 feet; thence, South 06° 22' 21" East 167.32 feet; thence, along a non tangent curve concave to the South with a back tangent of North 83° 37' 39" East with a radius of 130.50 feet through a central angle of 5° 05' 21" for an arc length of 11.59 feet; thence, South 01° 17' 13" West 127.45 feet; thence, South 68° 56' 19" West 49.79 feet; thence, South 0° 27' 07" East, 169.81 feet; thence, South 46° 54' 11" East 15.77 feet; thence, South 2° 58' 22" East 104.57 feet; thence, South 17° 39' 46" West 35.00 feet; thence, South 72° 20' 14" East 9.82 feet; thence along a curve to the left with a radius of 165.50 feet through a central angle of 6° 21' 53" for an arc length of 18.39 feet; thence, South 8° 23' 26" West 122.87 feet to the True Point of Beginning.

EXHIBIT A-2

That real property situate in the unincorporated area, County of Sacramento, State of California, being a portion that certain 150.00 acre parcel granted to FN PROJECTS, INC. by deed recorded in book 881230, Official Records of Sacramento County at Page 4790; and being most particularly described as follows:

Beginning at a point in the boundary of said 150.00 acre parcel, said point being the most Westerly corner of Parcel 6 as said Parcel is shown on that certain Parcel Map recorded in the Recorder's office of said County in Book 117 Parcel Maps at Page 15; thence South 32° 23' 04" East 49.01 feet; thence, South 57° 36' 56" West 38.00 feet to the True Point of Beginning; thence North 32° 23' 04" West 49.01 feet; thence, along a curve to the left with a radius of 381.00 feet through a central angle of 18° 29' 40" for an arc length of 122.98 feet; thence, South 54° 29' 53" West 101.47 feet; thence, North 71° 07' 39" West 207.02 feet; thence, North 63° 39' 12" West 240.34 feet; thence, North 89° 06' 11" West 189.78 feet; thence, North 76° 09' 15" West 318.90 feet; thence, North 15° 39' 58" East 114.66 feet; thence along a non tangent curve concave to the Northeast with a back tangent of North 64° 50' 50" West and a radius of 419.00 feet through a central angle of 12° 47' 05" for an arc length of 93.49 feet; thence, North 52° 03' 45" West 33.47 feet; thence, North 37° 56' 15" East 42.00 feet; thence, South 52° 03' 45" East 33.47 feet; thence along a curve to the left with a radius of 377.00 feet through a central angle of 25° 51' 21" for an arc length of 170.13 feet; thence, South 77° 55' 06" East 103.24 feet; thence, North 12° 04' 54" East 147.13 feet; thence, North 20° 46' 57" East 118.35 feet; thence, South 81° 26' 21" East 65.94 feet; thence, North 84° 56' 09" East 142.72 feet; thence, South 88° 55' 42" East 499.78 feet; thence, North 86° 10' 10" East 261.36 feet; thence, South 58° 31' 05" East 49.45 feet; thence, South 10° 18' 00" West 71.19 feet; thence, South 47° 31' 31" West 419.33 feet; thence, South 7° 50' 22" East 147.48 feet; thence along a non tangent curve concave to the West having a back tangent of North 51° 47' 49" West and a radius of 419.00 feet through a central angle of 19° 24' 45" for an arc length of 141.96 feet; thence, South 32° 23' 04" East 49.01 feet; thence, South 57° 36' 56" West 38.00 feet to the True Point of the Beginning.

## EXHIBIT A-2

That real property situate in the unincorporated area, County of Sacramento, State of California, being a portion of that certain 150.00 acre parcel granted to FN PROJECTS, INC. by deed recorded in book 881230, Official Records of Sacramento County at Page 4790; and being most particularly described as follows:

Beginning at a point in the boundary of said 150.00 acre parcel, said point being the most Westerly corner of Parcel 6 as said Parcel is shown on that certain Parcel Map recorded in the Recorders Office of said County in Book 117 Parcel Maps at page 15; thence South 32° 23' 04" East 49.01 feet to the True Point of Beginning; thence, South 32° 23' 04" East 68.38 feet; thence, along a curve to the left having a radius of 581.00 feet through a central angle of 12° 47' 29" for an arc length of 129.71 feet; thence, South 45° 10' 33" East 445.75 feet; thence, along a curve to the right having a radius of 419.00 feet through a central angle of 32° 10' 16" for an arc length of 235.27 feet; thence, South 13° 00' 17" East 32.11 feet; thence, South 76° 59' 43" West 169.99 feet; thence, South 45° 57' 46" West 285.10 feet; thence North 85° 08' 55" West 229.70 feet; thence, North 46° 05' 40" West 431.92 feet; thence, North 52° 28' 08" West 241.57 feet; thence, North 34° 17' 47" West 262.32 feet; thence, North 44° 01' 31" West 192.57 feet; thence, North 0° 52' 17" West 58.27 feet; thence, North 53° 06' 43" East 61.21 feet; thence, South 76° 43' 38" East 337.59 feet; thence, North 88° 40' 15" East 183.75 feet; thence, North 77° 21' 33" East 159.26 feet; thence, North 61° 07' 57" East 93.72 feet; thence, North 57° 36' 56" East 38.00 feet to the True Point of Beginning.

EXHIBIT A-2

That real property situate in the unincorporated area, County of Sacramento, State of California, being a portion of that certain 150.00 acre parcel granted to FN PROJECTS, INC. by deed recorded in book 881230, Official Records of Sacramento County at Page 4790; and being most particularly described as follows:

Beginning at the Westerly terminus of that certain course shown as "South 84° 56' 09" West 142.72 feet" in the boundary of Parcel 1 as shown on that certain Parcel Map recorded in the Recorders Office of said County in Book 117 Parcel Maps at Page 15; thence, North 81° 26' 21" West 65.94 feet to the True Point of Beginning; thence, South 20° 46' 57" West 118.35 feet; thence, South 12° 04' 54" West 147.13 feet; thence, North 77° 55' 06" West 103.24 feet; thence, along a curve to the right having a radius of 377.50 feet through a central angle of 25° 51' 21" for an arc length of 170.13 feet; thence, North 52° 03' 45" West 107.40 feet; thence along a curve to the left having a radius of 273.00 feet through a central angle of 52° 20' 10" for an arc length of 249.37 feet; thence, South 75° 36' 05" West 211.14 feet; thence, along a curve to the left having a radius of 473.00 feet through a central angle of 25° 46' 47" for an arc length of 212.82 feet; thence, North 41° 21' 21" West 202.76 feet; thence, North 86° 06' 44" East 103.08 feet; thence, North 72° 04' 33" East 255.00 feet; thence, North 78° 03' 12" East 247.29 feet; thence, South 80° 41' 13" East 375.38 feet; thence, South 81° 26' 21" East 217.66 feet to the True Point of Beginning.

EXHIBIT A-2

That real property situate in the unincorporated area, County of Sacramento, State of California, being a portion that certain 150.00 acre parcel granted to FN PROJECTS, INC. by deed recorded in book 891230, Official Records of Sacramento County at Page 4790; and being most particularly described as follows:

Parcel A

Beginning at a point in the boundary of said 150.00 acre parcel, said point being the most Southerly corner of Rancho Murietta South Unit 1B as filed with the Recorder of said County in Book 202 of Maps, Map 11; thence, North 65° 20' 39" East 115.00 feet; thence, North 45° 21' 13" East 31.00 feet; thence, North 44° 38' 47" West 22.38 feet; thence, along a curve to the right having a radius of 20.00 feet through a central angle of 90° 00' 00" for an arc length of 31.42 feet; thence, North 45° 21' 13" East 311.23 feet; thence, along a curve to the left having a radius of 345.50 feet through a central angle of 34° 31' 01" for an arc length of 208.14 feet; thence, South 79° 09' 48" East 4.00 feet; thence along a non tangent curve concave to the Southeast having a back tangent bearing of North 10° 50' 11" East with a radius 16.00 feet through a central angle of 89° 49' 22" for an arc length of 25.08 feet; thence, North 10° 39' 33" East 52.00 feet; thence, North 79° 20' 27" West 62.34 feet; thence, North 28° 25' 25" East 110.06 feet; thence, along a non tangent curve concave to the North having a back tangent bearing of South 73° 21' 40" East with a radius of 516.00 feet through a central angle of 5° 58' 47" for an arc length of 53.84 feet; thence, South 79° 20' 27" East 38.91 feet; thence, along a curve to the right having a radius of 784.00 feet through a central angle of 15° 00' 00" for an arc length of 205.25 feet; thence, South 64° 20' 27" East 128.07 feet; thence along a curve to the left having a radius of 516.00 feet through a central angle of 38° 39' 50" for an arc length of 348.20 feet; thence, North 76° 59' 43" East 732.53 feet; thence, along a curve to the left having a radius of 516.00 feet through a central angle of 12° 37' 51" for an arc length of 113.73 feet; thence, North 64° 21' 52" East 555.14 feet; thence, along a curve to the left having a radius of 241.00 feet through a central angle of 56° 14' 04" for an arc length of 236.54 feet; thence, North 08° 07' 48" East 228.67 feet; thence, along a curve to the right having a radius of 784.00 feet through a central angle of 11° 35' 04" for an arc length of 158.51 feet; thence, North 19° 42' 52" East 261.86 feet; thence along a curve to the right having a radius of 784.00 feet through a central angle of 28° 43' 05" for an arc length of 392.96 feet; thence, South 36° 35' 01" East 169.07 feet; thence, South 52° 26' 08" West 44.96 feet; thence, South 35° 33' 01" East 114.85 feet; thence, South 54° 05' 40" West 139.16 feet; thence, South 21° 29' 18" East 71.82 feet; thence, South 17° 26' 51" West 298.13 feet; thence, South 10° 41' 41" West 393.61 feet; thence, South 22° 47' 08" West 192.75 feet; thence, South 49° 50' 41" West 36.09 feet; thence, South 44° 12'

## EXHIBIT A-2

26" East 308.00 feet; thence. South 43° 23' 42" West 195.76 feet; thence. South 42° 43' 38" East 184.84 feet; thence along a non tangent curve concave to the North having a back tangent of South 48° 42' 48" West with a radius of 619.00 feet through a central angle of 23° 19' 07" for an arc length of 251.93 feet; thence. South 72° 01' 55" West 97.81 feet; thence. South 05° 22' 42" West 119.81 feet; thence. South 75° 38' 27" West 259.39 feet; thence. South 84° 54' 15" West 255.04 feet; thence. South 69° 34' 31" West 38.03 feet; thence. South 64° 05' 10" West 1.276.48 feet; thence. North 65° 25' 36" West 86.32 feet; thence. North 07° 38' 48" West 35.81 feet; thence. North 60° 22' 10" West 68.88 feet; thence. North 86° 20' 34" West 220.63 feet; thence. North 65° 27' 07" West 113.56 feet; thence. North 48° 09' 01" West 105.03 feet; thence. North 34° 30' 40" West 147.62 feet; thence. North 58° 39' 22" West 319.35 feet; thence. North 44° 38' 47" West 140.49 feet to the Point of Beginning.

### Parcel B

Beginning at a point in the boundary of said 150.00 acre parcel, said point being the most Southerly corner of Parcel 6 as said Parcel is shown on that certain Parcel Map recorded in the Records Office of said County in Book 117 Parcel Maps at Page 15; thence. South 76° 59' 43" West 81.26 feet; thence. North 69° 12' 08" West 252.45 feet; thence. North 85° 08' 55" West 129.49 feet; thence. North 45° 57' 46" East 285.10 feet; thence. North 76° 59' 43" East 169.99 feet; thence. South 13° 00' 17" East 327.13 feet to the Point of Beginning.



EXHIBIT A-2

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 3 of that certain Parcel Map filed in the office of the Recorder of said County in Book 117 of Parcel Maps at page 15.

EXHIBIT A-2 :

That real property situate in the unincorporated area, County of Sacramento, State of California, being Parcel 4 of that certain Parcel Map filed in the office of the Recorder of said County in Book 117 of Parcel Maps at page 15.

# Rancho

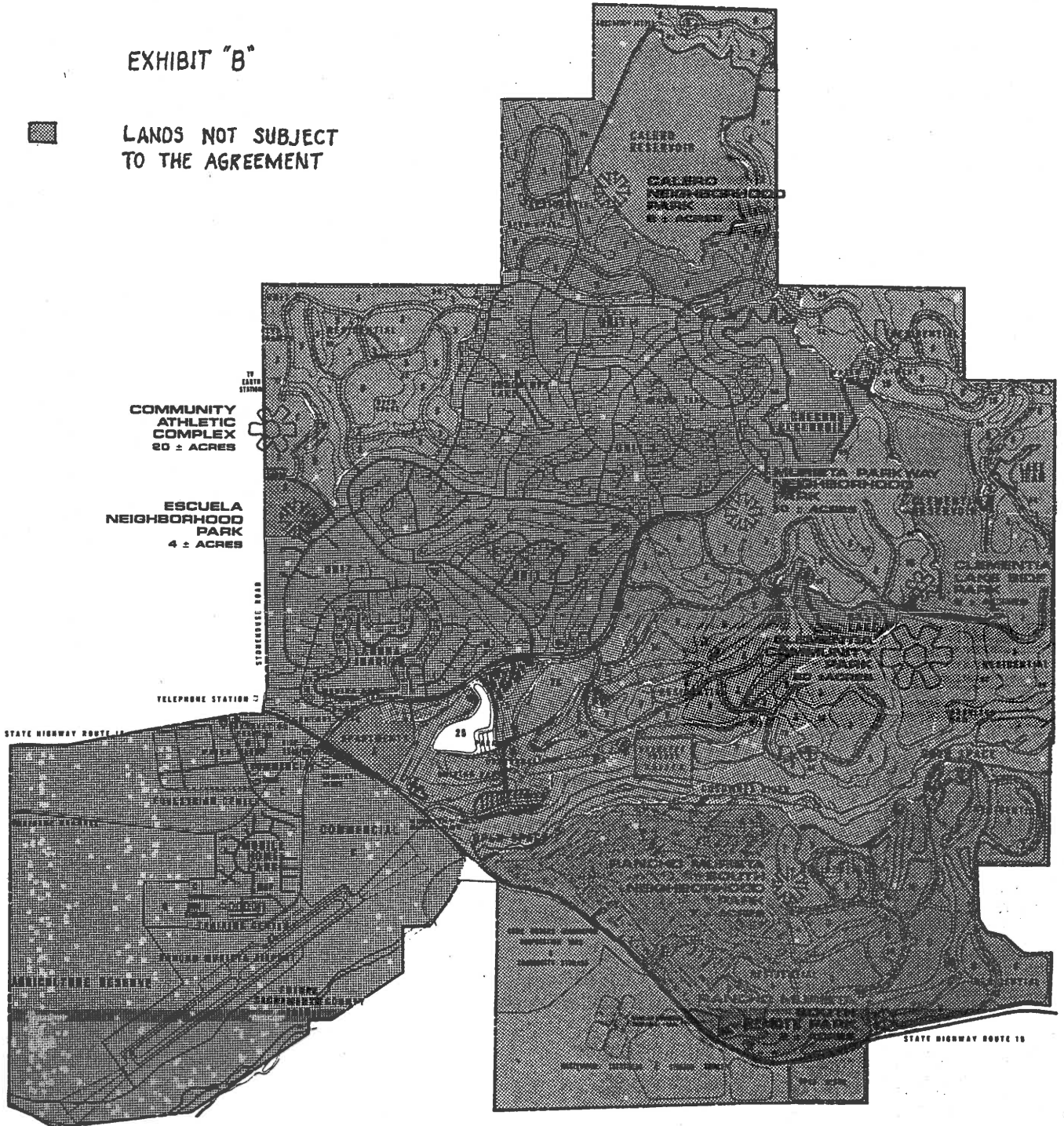


# Muñeta

EXHIBIT "B"



LANDS NOT SUBJECT TO THE AGREEMENT



JUNE 1988

JULY 1987 COUNTRY CLUB ENTRANCE

## Master Park Site Plan

EXHIBIT "B"

EXHIBIT "C"  
 RANCHO MURIETA PARK FACILITY MATRIX  
 AUGUST 28, 1990

ITEM NO.:	DESCRIPTION	NEIGHBORHOOD PARKS						COMMUNITY PARKS & FACILITIES					
		MURIETA PARKWAY	ESCUELA DRIVE	CALERO LAKESIDE	MURIETA SOUTH	MURIETA SOUTH REMOTE	ATHLETIC COMPLEX	CLEVENTIA COMMUNITY	CLEVENTIA LAKESIDE	CLEVENTIA LAKESHORE	STONEHOUSE SCHOOL JOINT USE FACILITY		
A. PHYSICAL CHARACTERISTICS													
1	ACREAGE (PROPOSED SITE)	10.0	4.0	6.0	7.7	2.5	20.0	20.0	8.0	N/A			
2	SLOPES	MILD	STEEP	FLAT	MILD	FLAT	MILD	FLAT	STEEP	STEEP			
3	TREE COVER	10Z	0Z	0Z	10Z	10Z	0Z	0Z	0Z	0Z			
4	CULTURAL RESOURCES	YES	NO	NO	NO	NO	NO	YES	NO	NO			
5	HYDROLOGY	NONE	NONE	LAKE SHORE	25% FLOOD, AND INTERMITTENT CREEK	25% FLOOD, AND INTERMITTENT CREEK & WETLANDS	NONE	100% FLOOD	LAKE SHORE	NONE			
6	SOILS	GOOD	GOOD	GOOD	FAIR	FAIR	GOOD	GOOD	GOOD	FAIR			
7	EROSION HAZARD	MODERATE	MODERATE	MODERATE	MODERATE	MODERATE	MODERATE	LOW	MODERATE	MODERATE			
B. IMPROVEMENTS													
1	AMPHITHEATER												
2	BANTAN SOCCER FIELD			X			X						
3	BBB AREA			X			X						
4	BEACH AREA												
5	BLEACHERS (PERMANENT)						X						
6	BLEACHERS (TEMPORARY)						X (2 PHASES)						
7	BOAT LAUNCH RAMP			X									
8	COMMUNITY BUILDING (4,000 S.F.)									X			
9	FOOD PREPARATION AREA							X					
10	FLOATING DOCK (PERMANENT)												
11	HARD COURT	X											
12	HORSESHOE PITS	X											
13	INTERPRETIVE/NATURE AREA	X		X									
14	LARGE GROUP PICNIC AREA	X		X									
15	LIGHTED BALL FIELD												
16	LITTLE LEAGUE DIAMOND												
17	NEIGHBORHOOD BUILDING (4,000 SF)	X					X (3 TOTAL)						
18	OPEN PLAY FIELD	X					X (2 TOTAL)						
19	PARKING	X	X										
20	PICNIC AREA	X	X										
21	REGULATION BASEBALL FIELD												
22	RESTROOMS												
23	SHADE TREES												
24	SOCCER FIELD												
25	SOFTBALL FIELD	X											
26	SHACK BAR/EQUIPMENT BUILDING												
27	SWIM AREA												
28	SWIM COMPLEX (SPACE ONLY)												
29	TENNIS COURTS (2 PER SITE)	X											
30	TOT LOT/PLAYGROUND	X											
31	TURF & IRRIGATION	X	X										
32	VOLLEYBALL COURT												

EXHIBIT "C"

August 28, 1990

EXHIBIT "D"

Page 1 of 2

RANCHO MURIETA  
PARK FUNDING PROGRAM

A. PARK BUDGETS

<u>Description</u>	<u>Budget</u>
I. <u>NEIGHBORHOOD PARKS</u>	
A. RANCHO MURIETA NORTH	
1. Murieta Parkway	\$ 540,000
2. Escuela Drive	235,000
3. Calero Lakeside	365,000
4. Lake Guadalupe Maint. Road	<u>40,000</u>
Subtotal	\$ 1,180,000
B. RANCHO MURIETA SOUTH	
1. Murieta South	\$ 395,000
2. Murieta South Remote	<u>100,000</u>
Subtotal	\$ <u>495,000</u>
TOTAL NEIGHBORHOOD PARKS	\$ 1,635,000
II. <u>COMMUNITY PARKS &amp; FACILITIES</u>	
A. COMMUNITY PARKS	
1. Athletic Complex	\$ 2,172,000
2. Clementia Community Park	1,375,000
3. Clementia Lakeside	<u>353,000</u>
Subtotal	\$ 3,900,000
B. COMMUNITY BUILDINGS	
1. Murieta Parkway Park	\$ 500,000
2. Murieta South Park	<u>500,000</u>
Subtotal	\$ <u>1,000,000</u>
TOTAL COMMUNITY PARKS & FACILITIES	\$ 4,900,000
GRAND TOTAL	\$ 6,555,000

EXHIBIT D

B. FUNDING PROGRAM

<u>Description</u>	<u>Budget</u>	<u>Funding</u>
I. Neighborhood Parks		
A. Rancho Murieta North	\$ 1,180,000	
1. Developer Responsibility:		
Undeveloped DU =		
1,894 DU @ \$ 625/DU =		\$ 1,180,000
B. Rancho Murieta South	\$ 495,000	
To be built and dedicated by Rancho Murieta South developers at their sole cost (No Neighborhood Park Fee)		\$ 495,000
	_____	_____
TOTAL NEIGHBORHOOD PARKS	\$ 1,655,000	\$ 1,655,000
II. Community Parks & Facilities		
A. Community Parks and Facilities	\$ 4,900,000	
1. Developer Responsibility:		
Undeveloped DU =		
3,108 DU @ \$ 1,095/DU =		\$ 3,400,000
2. RMA Responsibility:		
Developed DU =		
1,534 DU @ \$ 980/DU =		\$ 1,500,000
	_____	_____
TOTAL COMMUNITY PARKS & FACILITIES	\$ 4,900,000	\$ 4,900,000
	_____	_____
GRAND TOTAL	\$ 6,555,000	\$ 6,555,000

EXHIBIT D

# Rancho



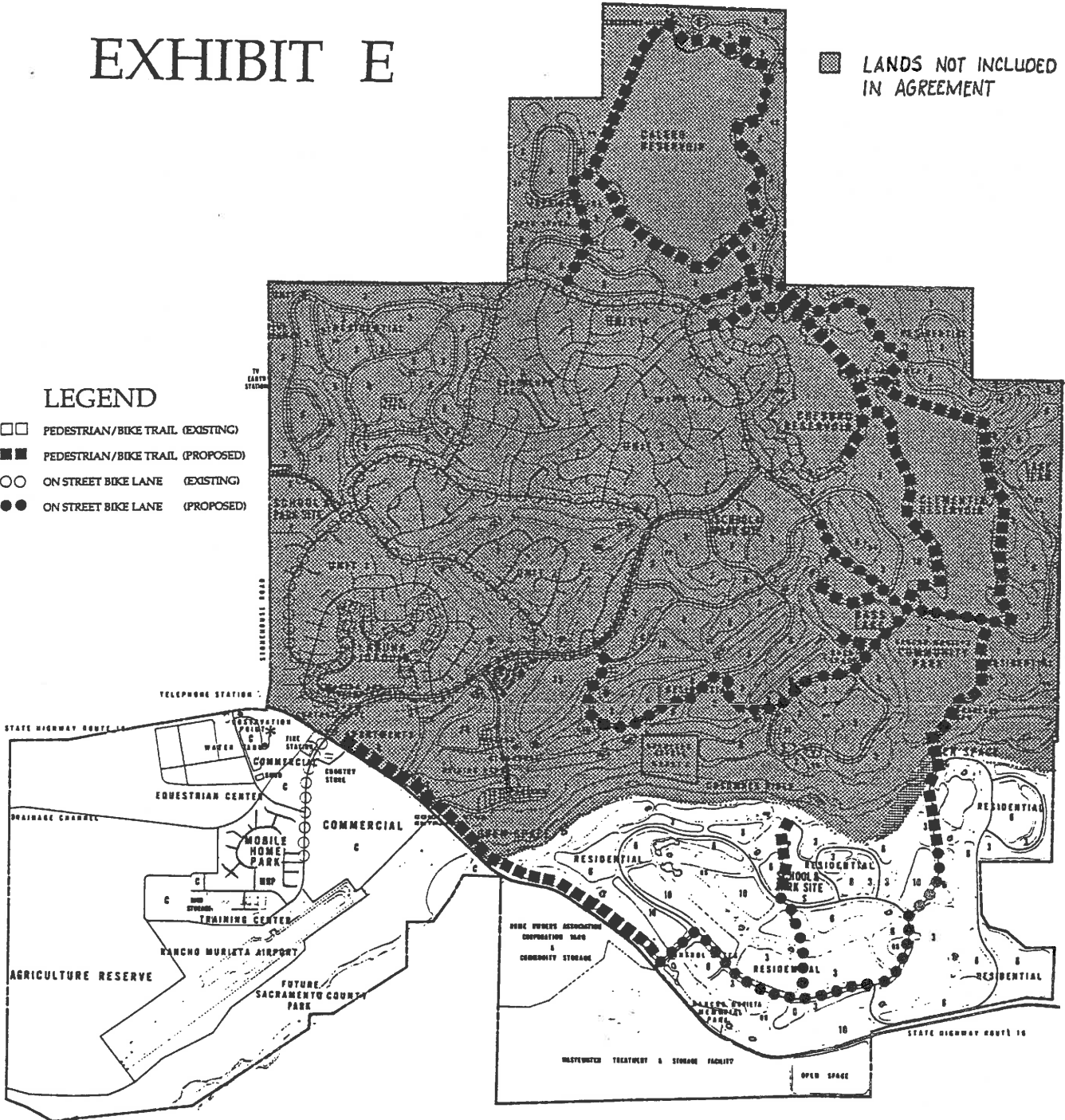
# Murietta

## EXHIBIT E

■ LANDS NOT INCLUDED IN AGREEMENT

### LEGEND

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



JULY 1987 COUNTRY CLUB ENTRANCE

VERSION II.

AUGUST 1990

## CONCEPTUAL PLAN TRAIL SYSTEM



GIBERSON & ASSOCIATES  
Planning • Engineering • Project Management

EXHIBIT "E"