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City Clerk  
City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

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(Above Space for Recorder's Use Only)

**FIRST AMENDMENT TO  
SUBDIVISION IMPROVEMENT AGREEMENT  
TURN-KEY PARK**

THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (this "**Amendment**") is dated for reference purposes only as of \_\_\_\_\_, 2019, by and between the City of Rocklin (the "**City**"), and Sunset Ranchos Investors, LLC ("**Principal**"). City and Principal are sometimes collectively referred to as the "**parties**".

**RECITALS:**

A. Seller and Buyer entered into that certain *Subdivision Improvement Agreement – Turn-Key Park* dated as of October 14, 2014 and recorded on April 16, 2015 as Document Number 215-0030362-00 (the "**SIA**") concerning the design, improvement and dedication of a park on portions of real property referred to in the SIA as a portion of Lot 48 and all of Lot 54 as is further described in the SIA (the "**Turn-Key Park**"). Unless otherwise defined herein, all capitalized terms in this Amendment shall have the same meaning ascribed to them in the SIA

B. Pursuant to the SIA, Principal has completed and the City has accepted the portion of the Turn-Key Parks located on a portion of Lot 48 and Lot 54. Section 7(b) of the SIA provides that future use of the remaining 2.6 acres of Lot 48 ("**Lot 48 Remainder**") will be deferred until further notice. The City and Principal now wish to provide for the

construction, approval and dedication to the City of additional park improvements upon the Lot 48 Remainder on the terms of this Amendment as are more particularly described on Exhibit A attached hereto (the “**Proposed Park Improvements**”).

C. The parties intend to modify and amend the SIA as hereinafter set forth.

#### **AGREEMENT:**

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto amend the Subdivision Improvement Agreement- Turn Key Park dated October 14, 2014 as follows:

1. Proposed Park Improvements. The parties hereby agree that Principal shall construct and dedicate and City shall accept the Proposed Park Improvements on the terms of the SIA as if the meaning of “Improvements” as defined in the SIA for this Amendment only were defined as the Proposed Park Improvements, except as such terms are expressly excluded pursuant to Section 3 below and in accordance with the terms of Section 2 below.

2. Approval and Dedication of Proposed Park Improvements. The parties acknowledge that Principal has submitted to the City park improvement plans for the Proposed Park Improvements (“**Proposed Park Improvement Plans**”) for the City’s review and approval. Principal shall complete the Proposed Park Improvements, as approved by City, within sixteen (16) months of the City’s approval of the Proposed Park Improvement Plans. The cost of preparing the Proposed Park Improvement Plans and developing and constructing the Proposed Park Improvements shall be borne by Principal. Notwithstanding Section 9 of the SIA, in connection with City’s acceptance of the Proposed Park Improvements, Principal shall provide City with evidence that all contractors and subcontractors who have performed work on the Proposed Park Improvements have been paid in full and that all mechanic’s or materialmen’s liens filed by such contractors and subcontractors on the Lot 48 Remainder with respect to the Proposed Park Improvements have been waived.

3. Proposed Park Improvements SIA Exclusions. The parties hereby agree that, with respect to the construction and dedication of the Proposed Park Improvements only, the following provisions of the SIA shall not apply: Sections 6, 7, 8, 11, 14, 15, 17 (second sentence), 18, 19, 20, 22; and Exhibit A.

4. Counterparts: This Amendment may be executed in one or more counterparts.

5. Except as set forth in this Amendment, the Subdivision Improvement Agreement- Turn-Key Park, is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Subdivision Improvement Agreement, the terms of this Amendment will prevail.

**(SIGNATURE PAGES FOLLOW)**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date set forth below.

“PRINCIPAL”

SUNSET RANCHOS INVESTORS, LLC,  
a Delaware limited liability company

By: Whitney Ranch Venture, LLC,  
a Delaware limited liability company  
Its sole Member

By: Institutional Housing Partners III L.P.,  
a California limited partnership  
Its Manager

By: IHP Capital Partners,  
a California corporation  
Its General Partner

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

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

(City's signature on next page.)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date set forth below.

CITY OF ROCKLIN

By: \_\_\_\_\_  
Steven Rudolph, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sheri Chapman, City Attorney

ATTEST:

By: \_\_\_\_\_  
Hope Ithurnburn, Deputy City Clerk

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 \_\_\_\_\_)

On \_\_\_\_\_, before me,

\_\_\_\_\_  
,  
Date Here Insert Name And Title Of the  
Officer  
personally appeared \_\_\_\_\_,  
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.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

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 \_\_\_\_\_)

On \_\_\_\_\_, before me,

\_\_\_\_\_  
,  
Date Here Insert Name And Title Of the  
Officer  
personally appeared \_\_\_\_\_,  
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.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

# EXHIBIT A

## Depiction of Proposed Park Improvements



