

**FIRST AMENDMENT TO THE
LOWER SACRAMENTO ROAD REIMBURSEMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE LOWER SACRAMENTO ROAD REIMBURSEMENT AGREEMENT ("Amendment") is made and entered into on _____ by and between the CITY OF STOCKTON, a municipal corporation ("City") and Woodside Northbrook Estates, Inc. ("Developer")

RECITALS

On April 25, 2006, City and Developer entered into the Lower Sacramento Road Reimbursement Agreement ("Agreement") pursuant to Stockton City Council Resolution No. 06-0216.

On December 31, 2015, Developer requested an amendment to the Agreement.

City and Developer now desire to amend the Agreement as shown on Exhibits A and B of the Agreement.

City has sufficient funds within the public facilities fee program to reimburse Developer for the design and construction of the improvements.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties hereto agree as follows:

1. Paragraph 3 entitled "COSTS" is amended and restated in its entirety as follows:

The cost of the design and construction of these Improvements is three hundred seven thousand, eighty-four dollars, and eighty-six cents (\$307,084.86), as set forth in Exhibit B, attached hereto and made a part hereof.

DEVELOPER agrees to enter into a contract with an engineering firm and a construction firm who will agree to perform the work included in Exhibit A.

2. Exhibit A entitled "IMPROVEMENTS" is amended as set forth in a new Exhibit A.
3. Exhibit B entitled "ESTIMATED DESIGN AND CONSTRUCTION IMPROVEMENT COST" is amended as set forth in a new Exhibit B.

4. All other terms and conditions of the Lower Sacramento Road Reimbursement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

BONNIE PAIGE
CITY CLERK

CITY OF STOCKTON:

KURT WILSON
CITY MANAGER

By _____

By _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Woodside Northbrook Estates, Inc.

(PRINT NAME)

BY _____
CITY ATTORNEY

BY _____
(SIGNATURE)

(TITLE)

APPROVED BY CITY COUNCIL RESOLUTION NO. _____, ON _____, 20____.

EXHIBIT A

AMENDED IMPROVEMENTS

1. Design and construction of Lower Sacramento Road to four lanes (two northbound lanes and two southbound lanes) along the Northbrook project frontage, except curb, gutter, sidewalk, landscaping, street lights, traffic signals, and the first eighteen feet of roadway.
2. Design and construction for the transitioning of Lower Sacramento Road from four lanes to the existing Lower Sacramento Road cross-section north and south of the project boundary of Northbrook, including the Woodbridge Irrigation District (WID) canal culvert extension.

EXHIBIT B

AMENDED ESTIMATED DESIGN AND CONSTRUCTION IMPROVEMENT COST

	<u>Total Cost</u>	<u>Percent Reimbursable</u>	<u>Reimbursable Portion</u>
<u>Design</u> (See Note 1)			
Lower Sacramento Road			
Preliminary Geometrics	\$30,212.68	31.27%	\$9,447.51
Construction Documents	\$19,784.77	45.69%	\$9,039.66
County & WID Permitting	\$1,530.00	31.27%	\$478.43
Geotechnical Engineering	\$5,096.00	45.59%	\$2,328.36
Consultant Coordination	\$5,087.50	31.27%	<u>\$1,590.86</u>
Sub-total			\$22,884.82
<u>Agency Fees</u>			
City Fees	\$43,789.38	31.27%	\$13,692.94
County Fees	\$8,252.00	100%	<u>\$8,252.00</u>
Sub-total			\$21,944.94
<u>Construction</u> (See Note 2)			
Construction Costs			
(per itemized breakdown)	\$838,699.20	33.80%	<u>\$262,255.10</u>
Sub-total			\$262,255.10
Grand Total			\$307,084.86

Notes:

1. This is based on the reimbursement request from O'Dell Engineering.
2. This is based on the KnifeRiver Bid dated May 12, 2014.
3. Based on the April 25, 2006 Reimbursement Agreement with the City, Woodside Homes is eligible for the reimbursement of the design and construction costs for the permanent street improvements in Lower Sacramento Road, excluding the first (outside) 18 feet of roadway.

Exhibit 1

(ATTACH NOTARY FOR SUBDIVIDER)

(NOTARY FOR CITY MANAGER)

