

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

**City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678**

**Exempt from recording fees
Pursuant to Cal. Govt. Code § 27383**

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND DF PROPERTIES, INC.
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This First Amendment of Development Agreement is entered into this ____ day of _____, 2020, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and DF PROPERTIES, INC., a California corporation ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

RECITALS

A. Landowner and City entered into a Development Agreement (the "Original Development Agreement"), which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010 in the Official Records of Placer County as Document No. 2010-0045939-00. City and Landowner entered into the Original Development Agreement relative to development within a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as described in Exhibit "A" and shown in Exhibit "B" of the Original Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement.

B. This First Amendment to the Development Agreement (the "First Amendment") affects a portion of the Property (the "First Amendment Property"), as described in Exhibit "A" and depicted on Exhibit "B" attached to this First Amendment, and shall run with the land described in Exhibit "A" and depicted on Exhibit "B" hereto.

C. This First Amendment is authorized by Section 1.4 of the Development Agreement and Section 65868 of the California Government Code.

D. City and Landowner wish to enter into this First Amendment in order to amend the affordable housing provisions and residential development standards for the First Amendment Property.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. TABLE OF CONTENTS. The following entry is added to the Table of Contents in its entirety to read as follows:

“2.2.1 Property Specific Development Standards”

b. NEW SECTION 2.2.1. Section 2.2.1 is added in its entirety to read as follows:

“2.2.1 Property Specific Development Standards. At Landowner’s option, either the Residential Single Family/Development Standards (RS/DS) attached hereto as Exhibit “E-1” or the RS/DS standards set forth in the Specific Plan shall apply to the Medium Density Residential designated parcels in the Property.”

c. REVISED SECTION 2.6. Section 2.6 of the Development Agreement is revised in its entirety to read as follows:

“2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Landowner of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide twenty-two (22) units affordable to very low, low, and middle-income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low, 40% for low, and 20% for middle-income households. This includes nine (9) units affordable to very low-income households, nine (9) units affordable to low-income households, and four (4) units affordable to middle-income households. Any adjustment based on actual development shall be subject to the approval of the City Manager or his/her designee.

The term "very low income" means households earning 50% or less of median income, "low income" means households earning 50% to 80% of median income, and "middle income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5. For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable purchase residential units. Qualifying rents for affordable rental residential units may be calculated at the upper range of the specified income levels, if no City subsidy is provided or other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the Parcel. Unless a City subsidy is provided, as set forth in Section 2.6.2.4 below, or other restrictions are placed on the Parcel due to the type of financing secured by the ultimate developer of the Parcel, qualifying rents for affordable rental residential units shall be based on the upper limit

of specified income levels. However, subject to the requirements of Section 2.6.2.4 below, based on the amount and types of subsidies necessary to develop affordable housing, the qualifying rents may be calculated based on a mid-range or the lower-end of the income ranges cited herein.

Locations of affordable housing sites, other than single-family affordable purchase residential units, are shown in the Specific Plan and Exhibits "F" and "F-1". Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement."

- d. REVISED SECTION 2.6.1. Section 2.6.1 of the Development Agreement is revised in its entirety to read as follows:

"2.6.1 Affordable Purchase Residential Units. Landowner agrees that four (4) units will be reserved on the Property as described and/or attached single-family residential units affordable to middle-income purchasers as follows:

Parcel	Total Units in Parcel	Middle Income Purchase Units
DF-20	103	4

Such units shall be distributed throughout such Parcel."

- e. REVISED SECTION 2.6.2. Section 2.6.2 of the Development Agreement is revised in its entirety to read as follows:

"2.6.2 Multi-Family Affordable Rental Units.

2.6.2.1 Affordable Obligation. In satisfaction of the Property's obligation to provide housing to nine (9) low income and nine (9) very low income households, Landowner agrees that eighteen (18) affordable rental units will be provided within the Infill Area of the City, as further identified in Exhibit "F-1".

2.6.2.2 Required Agreement. Prior to recordation of the small lot tentative subdivision map for SVSP Large Lot Parcel DF-20, the parties shall enter into City's then current form Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to low income and very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee.

2.6.2.3 Transfer/Satisfaction of Obligation. At the request of Landowner, the affordable rental housing obligation (or any portion thereof), including any excess affordable rental units committed to by Landowner above its allocated affordable rental housing obligation hereunder, may be transferred, with the consent of the City Manager or his/her designee, from one Parcel to another parcel within the Specific Plan or elsewhere in the Infill Area of the City's General Plan, as identified in Exhibit "F-1", subject to the approval of the owner(s) of both the transferring and receiving

parcels. No such transfer shall require an amendment to this Agreement, but City and Landowner and the owner(s) of the receiving parcels shall execute an instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement.

2.6.2.4 No City Subsidies. Landowner agrees to provide all of the rental units without any subsidy from the City. Landowner hereby waives any claims, suits, or actions against the City on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 et seq. ("CHRHA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, the Project entitlements, permits, or approvals have conferred upon the Landowner and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

2.6.2.5 Community Facilities Districts. The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Regulatory Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District."

- f. REVISED SECTION 3.5.2(b). Section 3.5.2(b) of the Development Agreement is revised in its entirety to read as follows:

"3.5.2(b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund.

Fiddymment Road Frontage Improvements may be constructed in three phases in accordance with Revised Exhibit "H". Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself). The northern segment of Fiddymment Road Frontage Improvements has already been constructed. The middle segment of Fiddymment Road Frontage Improvements adjacent to JM-85 and JM-21 will be triggered when JM-21 develops.

As part of the middle segment, a traffic signal will be required at the intersection of Fiddymment Road and Westlake Drive in accordance with Revised Exhibit "K". The southern segment of Fiddymment Road Frontage Improvements adjacent to DF-42 will be triggered when DF-42 develops. If the southern section develops first, the developer of DF-42 must construct the signal at the San Fernando intersection, in addition to their Fiddymment Road Frontage Improvements. Additionally, within four (4) years of recordation of this First Amendment, the developer of the southern segment of Fiddymment Road Frontage Improvement shall enter into a Deferred Improvement Agreement (DIA) for the southern segment of Fiddymment Road Frontage Improvements. At five (5) years from the recordation of this First Amendment, the City in its sole discretion may require the developer of DF-42 to complete the southern segment of the Fiddymment Road Frontage Improvements."

g. REVISED LIST OF EXHIBITS. The following entries are added to the List of Exhibits:

- "Exhibit "E-1": RS/DS Development Standards"
- "Exhibit "F-1": Affordable Rental Units"
- "Revised Exhibit "H": Backbone Infrastructure Segments"
- "Revised Exhibit "K": Traffic Signals"

h. NEW EXHIBITS. The following new exhibits attached to this First Amendment are added to the Development Agreement as follows:

Exhibit A	Legal Description of First Amendment Property
Exhibit B	Depiction of First Amendment Property
Exhibit E-1	RS/DS Development Standards
Exhibit F-1	Affordable Rental Units

i. REVISED EXHIBITS. Revised Exhibits H and K, attached to this First Amendment, have been added to the exhibits and replace the existing Exhibits H and K for the First Amendment Property.

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment of the Development Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and the Sierra Vista Specific Plan.
3. AMENDMENT LIMITED TO FIRST AMENDMENT PROPERTY. This First Amendment is limited to and applies only to development of the First Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan area, including without limitation, any other portion of the Property.
4. AMENDMENT. This First Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. In the event of any conflict, the language of this First Amendment shall be controlling in all events or circumstances. As amended hereby, the Development Agreement remains in full force and effect.
5. FORM OF AGREEMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2020.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MIKE ISOM
Development Services Director

LANDOWNER:

DF PROPERTIES, INC.
a California corporation

BY: _____
KENNETH DENIO
President

BY: _____
JEFF RONTEN
Executive VP/Chief Financial Officer

EXHIBIT "A"
Legal Description of First Amendment Property
DF PROPERTIES

All that real property situated in a portion of Section 36, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being a portion of the lands of DF Properties, a California corporation, as described in that certain grant deed recorded August 27, 1987, in Book 3253, at Page 693, Official Records of Placer County, and being more particularly described as follows:

Commencing at a 2" disc in a monument well stamped "LS 7820", said point being the northwest corner of said lands of DF Properties; thence along the west line of said lands of DF Properties, South 00°12'39" West a distance of 68.86 feet; thence leaving said west line, South 89°47'12" East a distance of 36.00 feet to the True Point of Beginning and a point of curvature; thence from the **True Point of Beginning** for the following sixteen (16) arcs, courses and distances:

1. From a radial line that bears North 89°47'21" West 48.63 feet along the arc of a non-tangent 31.00 foot radius curve to the right through a central angle of 89°52'49";
2. South 80°26'48" East a distance of 60.83 feet;
3. South 89°54'32" East a distance of 120.00 feet;
4. North 80°37'44" East a distance of 60.83 feet;
5. South 89°54'32" East a distance of 604.82 feet;
6. South 85°08'43" East a distance of 120.42 feet;
7. South 89°54'32" East a distance of 140.74 feet to a point of curvature;
8. 81.83 feet along the arc of a tangent 1548.00 foot radius curve to the left through a central angle of 03°01'44" to a point of curvature;
9. 47.71 feet along the arc of a reverse tangent 31.00 foot radius curve to the right through a central angle of 88°11'07";
10. South 85°14'52" West a distance of 10.00 feet;
11. South 04°45'08" East a distance of 117.18 feet to a point of curvature;
12. 45.93 feet along the arc of a tangent 471.00 foot radius curve to the right through a central angle of 05°35'12";
13. South 00°50'04" West a distance of 346.87 feet;
14. North 89°54'32" West a distance of 1260.62 feet;
15. North 01°50'51" East a distance of 405.76 feet; and
16. North 00°12'39" East a distance of 110.00 feet to the **True Point of Beginning**.

Containing 15.616 acres of land, more or less.

See Exhibit "B", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Paul Ferguson

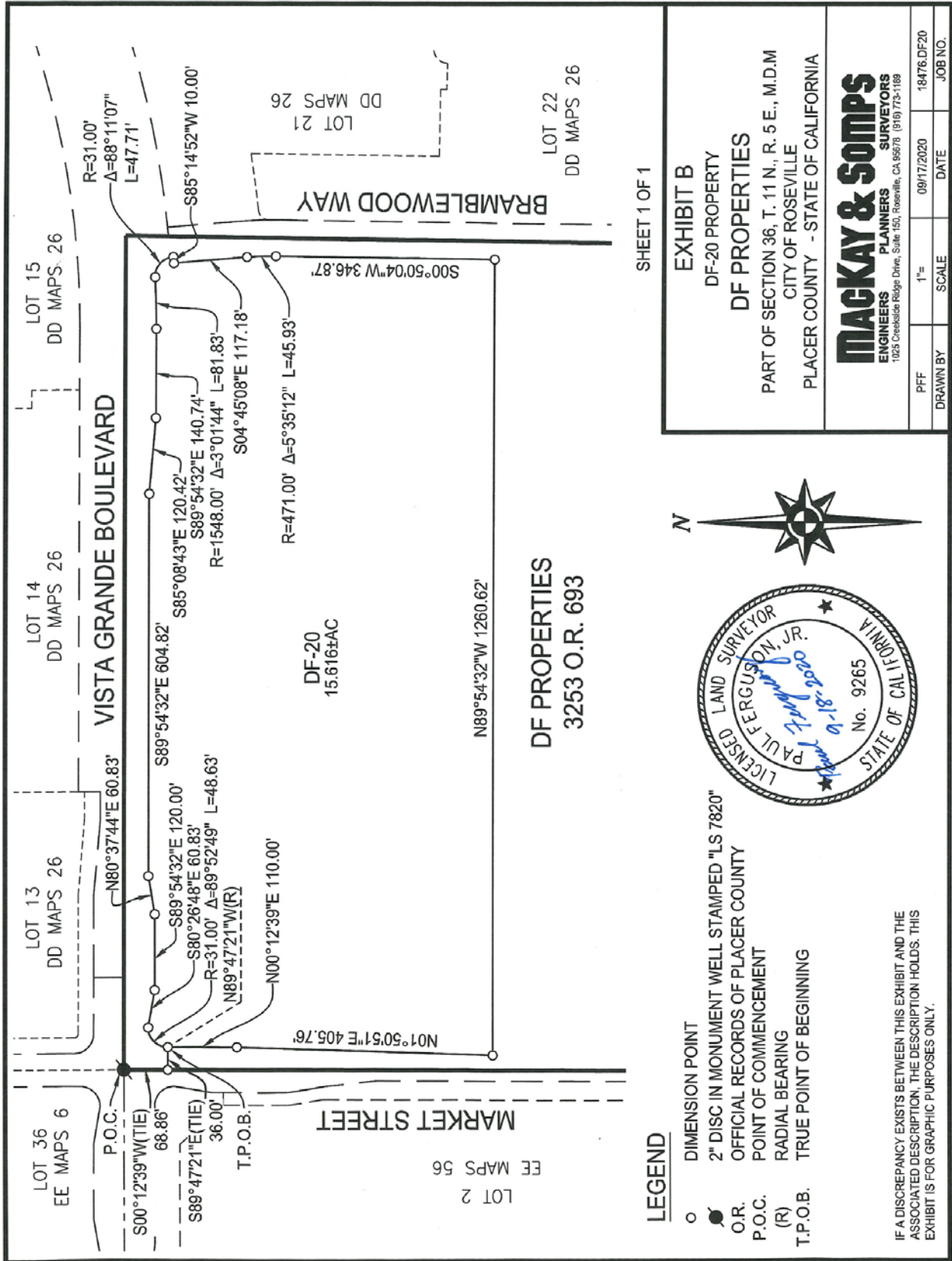
Paul Ferguson, Jr., PLS 9265
License Expiration Date: 03/31/2022

Date: 9-18-2020



Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678
P:\18476\SRV\Mapping\Desc\DEV AGRMNT\DESC-LOT 1_DF-20.docx

Exhibit "B"
Depiction of First Amendment Property



SHEET 1 OF 1

EXHIBIT B
 DF-20 PROPERTY
 DF PROPERTIES
 PART OF SECTION 36, T. 11 N., R. 5 E., M.D.M
 CITY OF ROSEVILLE
 PLACER COUNTY - STATE OF CALIFORNIA

MACKAY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 1025 Crestside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

PFF	1"=	09/17/2020	18476.DF20
DRAWN BY	SCALE	DATE	JOB NO.



LEGEND

- DIMENSION POINT
- 2" DISC IN MONUMENT WELL STAMPED "LS 7820"
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.O.C. POINT OF COMMENCEMENT
- (R) RADIAL BEARING
- T.P.O.B. TRUE POINT OF BEGINNING

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

**Exhibit “E-1”
RS/DS Development Standards**

	Single Family with Attached Sidewalk ⁴	Single Family with Separated Sidewalk ^{2, 4}
Lot Size (minimum)		
Area, Interior Lot	<i>3,000 sq. ft.</i>	<i>2,800 sq. ft. ²</i>
Area, Corner Lot	<i>3,300 sq. ft.</i>	<i>3,000 sq. ft. ²</i>
Width, Interior	45 ft.	45 ft.
Width, Corner	<i>52.5 ft.</i>	<i>47.5 ft.</i>
Permitted Density (maximum per lot)		
Residential Density	1 dwelling; 1 second unit	1 dwelling; 1 second unit
Setbacks (minimum)		
Front ³	<i>14 ft. to living space or side wall of garage; 18 ft. min. driveway depth w/ roll-up garage door</i>	<i>9 ft. to living space or side wall of garage; 18 ft. min. driveway depth w/ roll-up garage door</i>
Sides ^{3, 5}	5 ft. interior side 12.5 ft. street side on corner	5 ft. interior side <i>7.5 ft. street side on corner</i>
Rear	<i>10 ft. to 1st story wall 15 ft. to 2nd story wall</i>	<i>10 ft. to 1st story wall 15 ft. to 2nd story wall</i>
Coverage (maximum)		
Site Coverage	None & <i>no min. usable open space required</i>	None & <i>no min. usable open space required</i>
Height (maximum)		
Height	35 ft.	35 ft.
Other Provisions		
Front Yard Stagger	None required, but optional per unit design	None required, but optional per unit design
2 nd story wall separation	10 ft.	10 ft.
Two-story unit mix	No limit	No limit
Stagger for 3 rd car garages	2 ft. between 3rd car bay and two-car garage	2 ft. between 3rd car bay and two-car garage

1. Items in *italics* represent modifications to City Zoning Ordinance Standards
2. Sidewalk separated from back of curb by 5-foot planter strip.
3. Front setback (and side setback where adjacent to street) measured from back of walk. If no sidewalk is present, setbacks measured from back of curb. Minimum separation between two-story elements shall be 10 feet.
4. A DRRS permit (required for neighborhoods greater than 7 du/ac) will be used to ensure compliance with the standards above.
5. Fence side yard setback is 5 feet from back of walk where facing a street with an attached sidewalk. Fence side yard setback is 2.5 feet from back of walk where facing a street with a detached sidewalk.

Exhibit "F-1": Affordable Rental Units

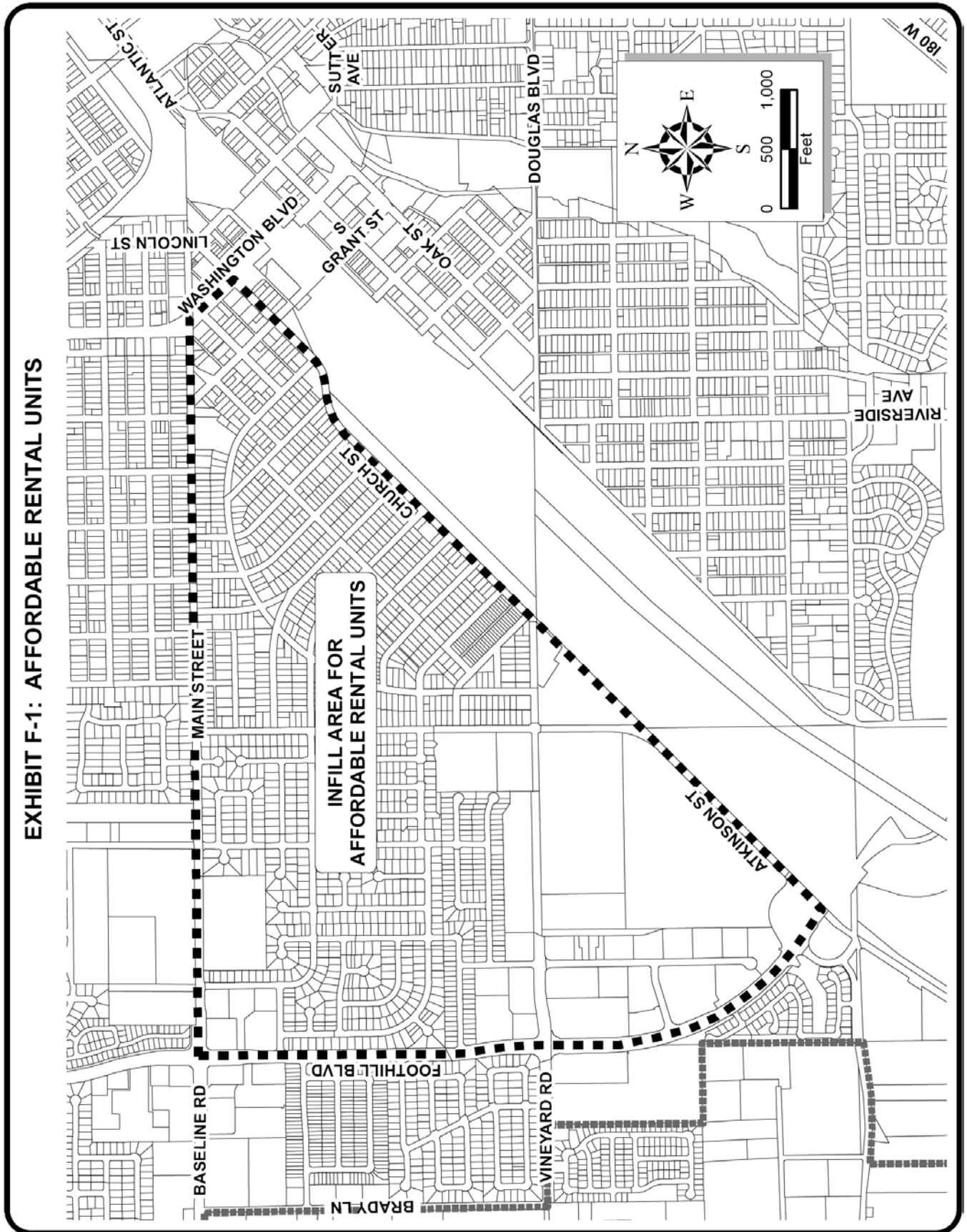


EXHIBIT F-1: AFFORDABLE RENTAL UNITS

Exhibit H

Backbone Infrastructure Segments

LEGEND

- SEGMENT 1
- SEGMENT 2
- SEGMENT 3
- SEGMENT 4
- SEGMENT 5
- SEGMENT 6
- SEGMENT 7
- SEGMENT 8
- STORM DRAIN
- SEWER
- WATER
- RECYCLED WATER
- PQP SITES
- OPEN SPACE/DETENTION/
WETLAND CREATION

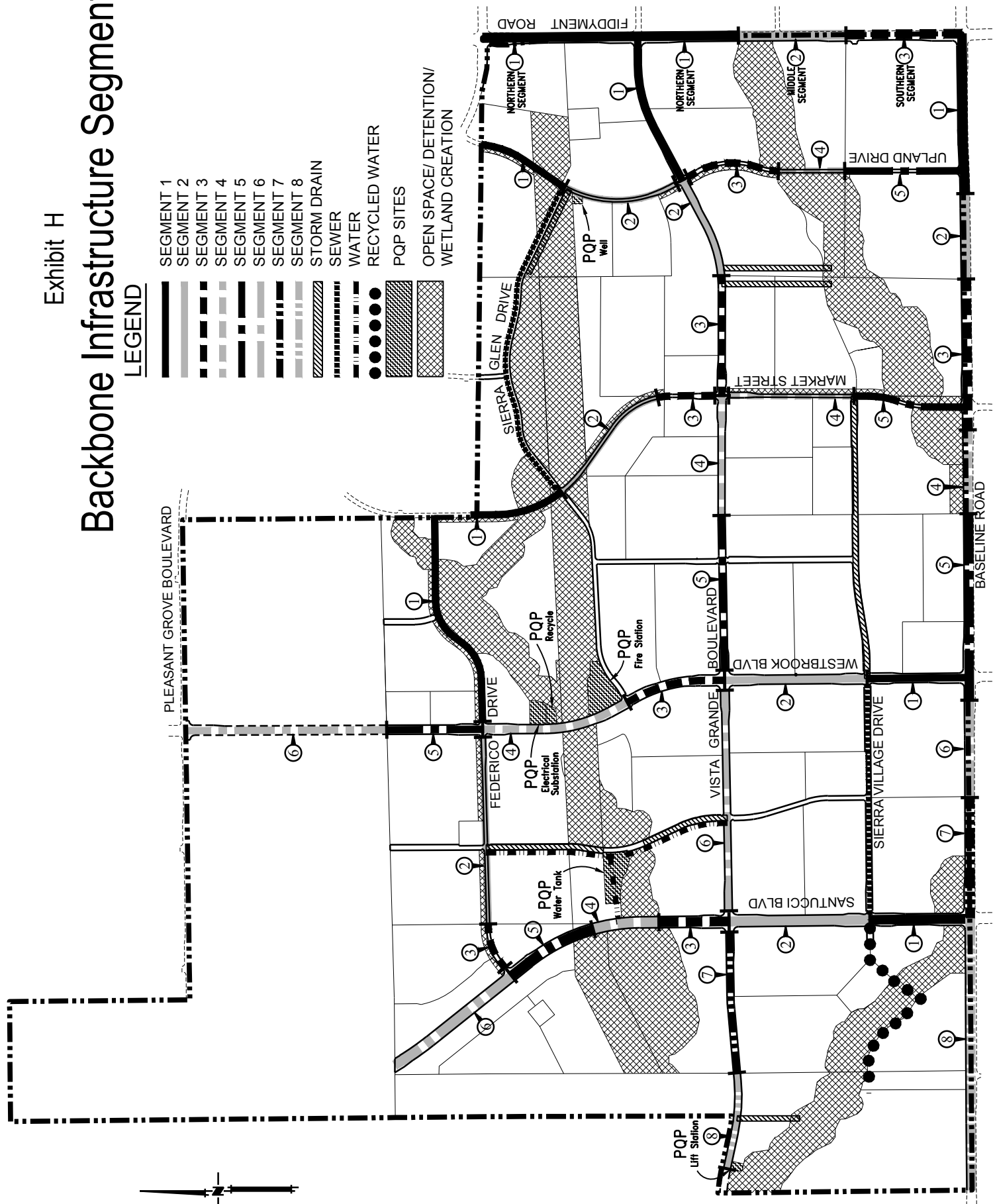
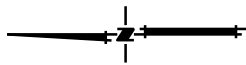
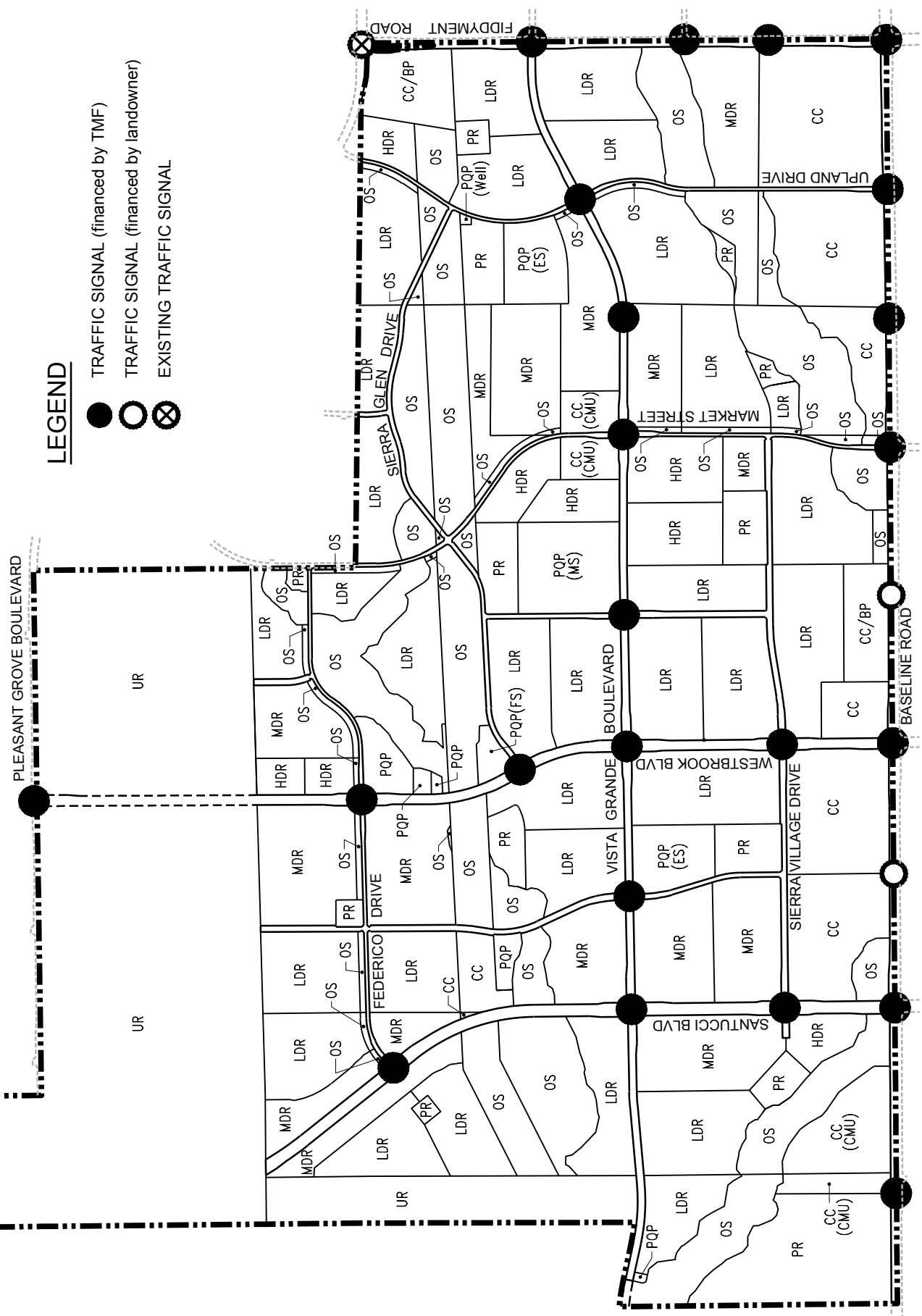
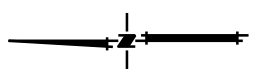


Exhibit K Traffic Signals



LEGEND

- TRAFFIC SIGNAL (financed by TMF)
- TRAFFIC SIGNAL (financed by landowner)
- ⊗ EXISTING TRAFFIC SIGNAL