

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. Gov't Code § 27383**

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP AS ASSIGNEE OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY DEVELOPMENT II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, PHILLIP ROAD LAND, LLC, J & KD ENTERPRISIES, LLC, SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC, DECOU WEST ROSEVILLE, LLC, BLUE OAKS - ROSEVILLE LP, AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN

This Second Amendment of Development Agreement is entered into this _____ day of _____, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, a Washington limited partnership ("Anthem" or "Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. On October 3, 2012, Developer’s predecessors in interest, Granite Bay Development II, LLC ("Granite Bay"), Phillips Road 160 Investors Limited Partnership ("Phillips 160"), Phillip Road Land, LLC ("Phillip Land"), J & KD Enterprises, LLC ("J & KD"), Soule Investments, LLC ("Soule"), Bennett West Roseville, LLC ("Bennett West"), DeCou West Roseville, LLC ("DeCou West"), Blue Oaks-Roseville, LP ("Blue Oaks – Roseville"), and Chau-Hsiung Chuang, Yueh-Jing Chuang, Felix Chuang, and Mark Chuang (collectively "Chuang") (collectively "Predecessors In Interest") and City entered into a Development Agreement (the "Development Agreement") which was recorded in the Official Records of Placer County on November 28, 2012 as Document No. 2012-0113752.

Phillips 160 assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034779; Phillip Land, J & KD, and Soule assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034780; Bennett West and DeCou West assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034781; Blue Oaks – Roseville LP assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034782; and Chuang assigned the

Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated December 11, 2018 and recorded March 13, 2019 as Document 2019-0015249. Anthem substituted itself as Developer pursuant to that certain Memorandum of Agreement which was recorded on July 5, 2019 as Document No. 2019-0046532.

Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and Predecessors In Interest entered into the Development Agreement relative to development of the Creekview Specific Plan ("Specific Plan", "CSP", or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property").

C. On November 6, 2019, City and Anthem entered into the First Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on December 19, 2019 as Document No. 2019-0103338.

D. This Second Amendment to the Development Agreement (the "Second Amendment") affects certain portions of the Property. It affects the property as described on Exhibits "A" and "B" (the "Second Amendment Property") attached to this Second Amendment and shall run with the land. Exhibit "C" depicts the Specific Plan parcels excluded from this Second Amendment.

E. Concurrent with its consideration of this Amendment, the City is processing a Specific Plan Amendment (Resolution No. _____), Rezone (Ordinance No. _____), Large Lot Tentative Subdivision Map (PL20-0201), and Small Lot Tentative Map Modification for purposes of redesignating, rezoning, and subdividing portions of the Second Amendment Property.

F. The Second Amendment is authorized by Section 1.4 of the Development Agreement.

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 deleted from the Table of Contents (page i) in its entirety:

"2.6.1 Affordable Purchase Residential Units 10"

b. REVISED SECTION 1.3.2. Subsection (iii) of the second sentence in Section 1.3.2 is revised in its entirety as follows:

"(iii) if and to the extent applicable to such lot, an affordable rental housing agreement has been recorded on the lot."

c. REVISED SECTION 1.3.3. Subsection (iii) of the first sentence in Section 1.3.3 is revised in its entirety as follows:

“(iii) with respect to residential parcels, an affordable rental housing agreement has been recorded on the parcel.”

- d. REVISED SECTION 2.2. The summary table of Section 2.2 (Vested Entitlements) is revised as follows:

“Low Density Residential	987 units on 182.9 Net Acres;
Medium Density Residential	477 units on 51.5 Net Acres;
High Density Residential	547 units on 17.7 Net Acres;
Community Commercial	9.2 Net Acres;
Open Space	136.7 Net Acres;
Park	15.7 Net Acres;
Elementary School	7.6 Net Acres;
Electric Substation	0.9 Net Acres;
Well Site	0.5 Net Acres;
Lift Station	0.6 Net Acres;
Solid Waste Recycling Center	0.6 Net Acres;
Right of Way	37.5 Net Acres;”

- e. REVISED SECTION 2.6. Section 2.6 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 Developer of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within the Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 201 units affordable to very low and low-income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 50% for very low and 50% for low-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 and “low income” means households earning 50% to 80% 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. 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 are shown in the Specific Plan and Exhibit "F".

- f. DELETE SECTION 2.6.1. Section 2.6.1 (Affordable Purchase Residential Units), and subsections 2.6.1.1 through 2.6.1.6 are deleted in their entirety.
- g. REVISED SECTION 2.6.2.1. Section 2.6.2.1 is revised in its entirety to read:

"2.6.2.1 Affordable Obligation. Developer agrees that two hundred one (201) affordable rental units will be reserved within the Property, including one hundred one (101) units for rental to very low-income households and one hundred (100) units for rental to low-income households as follows:

Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low-Income Rental Units	Low Income Rental Units
C-40	168	85	43	42
C-43	116	116	58	58
	Total	201	101	100

- h. NEW SECTION 2.6.2.2. Section 2.6.2.2 (Required Agreements) is added in its entirety to read:

"2.6.2.2 Required Agreements. Prior to the issuance of a building permit for the applicable affordable parcel(s), the parties shall enter into City's then current form of Affordable Rental Housing Agreement (Affordable 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 Affordable 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 Affordable Agreement will be determined by the Economic Development Director or his/her designee."

- i. RENUMBERED SUBSECTIONS. Subsections shall be renumbered as follows:

- Section 2.6.2.3 Transfer/Satisfaction of Obligation
- Section 2.6.2.4 Compensation by City
- Section 2.6.2.5 Community Facilities Districts

- j. REVISED SECTION 2.6.3. Section 2.6.3 is revised in its entirety to read:

"2.6.3 Not a Limitation. Nothing in the foregoing Section 2.6.2 shall be construed to limit Developer from offering units for rental to households of very low or low incomes in excess of the number of units specified."

- k. NEW SECTION 2.6.4. Section 2.6.4 (In-Lieu Fee – Affordable Housing) is added in its entirety to read:

“2.6.4 In-Lieu Fee - Affordable Housing. In the event City adopts a fee to be paid in lieu of constructing rental housing affordable to low or very low-income households, Developer shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.”

- l. REVISED SECTION 3.5.3. The second sentence of Section 3.5.3 is revised in its entirety to read as follows:

“Collector roadways in the Specific Plan area are Holt Parkway, Benchmark Drive, and Lower Bank Drive.”

- m. REVISED SECTION 3.12. The first paragraph of Section 3.12 is revised in its entirety to read as follows:

“3.12 Parks, Open Space and Bike Trails. Developer shall dedicate to City a total of 15.7 acres of active park land and 136.7 acres of open space lands, pay fees for construction of city-wide park, park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit “DD”.”

- n. REVISED SECTION 3.12.1. Section 3.12.1 is revised in its entirety to read as follows:

“3.12.1 Park and Open Space Dedications. Developer shall dedicate to City a total of 15.7 acres of active neighborhood parkland and 136.7 acres of open space. The following four park parcels, and five open space parcels shall be dedicated to City as described below and shown in Exhibit “DD”:

1. A 6.8-acre, more or less, portion of the Property for the purposes of a public park, shown as parcel C-60;
2. A 4.8-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-61;
3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-62;
4. A 2.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-63;
5. A 36.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;

6. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
7. A 14.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
8. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and
9. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages shown as parcel C-54.”

o. REVISED SECTION 3.12.8. Section 3.12.8 is revised in its entirety to read as follows:

“3.12.8 Open Space Preserve Areas. Developer shall obtain from the Army Corps 404 Permit(s) to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas, as shown on Exhibit “HH” and consist of the following five parcels:

1. A 36.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;
2. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
3. A 14.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
4. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as

parcel C-53; and

5. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-54.”
2. **CONSISTENCY WITH GENERAL PLAN.** The City Council has found and determined that this Second 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 Creekview Specific Plan.
3. **AMENDMENT.** This Second 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 Second Amendment shall be controlling in all events or circumstances. As amended hereby, the Development Agreement remains in full force and effect.
4. **FORM OF AMENDMENT.** This Second 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 of this Second 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 _____, 2021.

[Signatures on the following page]

CITY:

CITY OF ROSEVILLE,
a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____

City Clerk
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Development Services Director
Development Services Director

DEVELOPER:

ANTHEM UNITED CREEKVIEW DEVELOPMENTS
LIMITED PARTNERSHIP,
a Washington limited partnership

By: ANTHEM UNITED CREEKVIEW MANAGEMENT, LLC
a Washington limited liability company
Its General Partner

By: _____
Brian Moore
Its: Manager

Exhibit A
Second Amendment Property Legal Description

All that real property situated in the City of Roseville, County of Placer, State of California located within Section 14, Township 11 North, Range 5 East, Mount Diablo Meridian, being a portion of the Lands of Anthem United Creekview Developments Limited Partnership, a Washington limited partnership, as described in that certain Grant Deed recorded July 18, 2019 as Document No. 2019-0050338, and that certain Grant Deed recorded May 24, 2019 as Document No. 2019-0034778, Official Records of Placer County, more particularly described as follows:

Lots 1 through 10, inclusive, 15, 18, and 21 through 33, inclusive, as shown on that map titled "Final Map of Creekview-Phase 1 Large Lot Subdivision, Subdivision No. PL18-0190", filed for record on June 1, 2020, in Book EE of Maps, at Page 97, Placer County Records.

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.

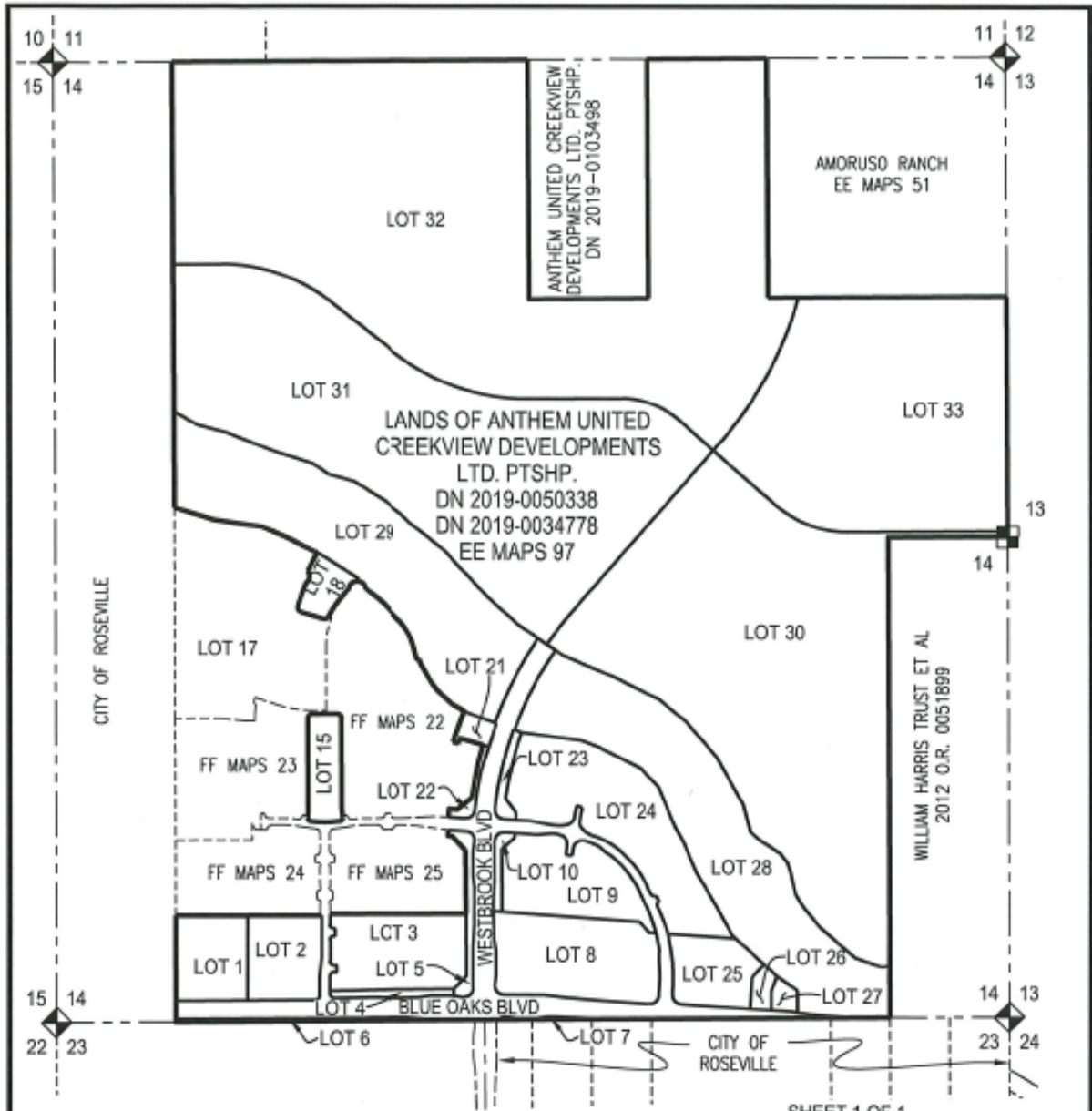
Paul Ferguson, Jr.

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

Date: 7/14/2021



Exhibit B
Second Amendment Property



SHEET 1 OF 1



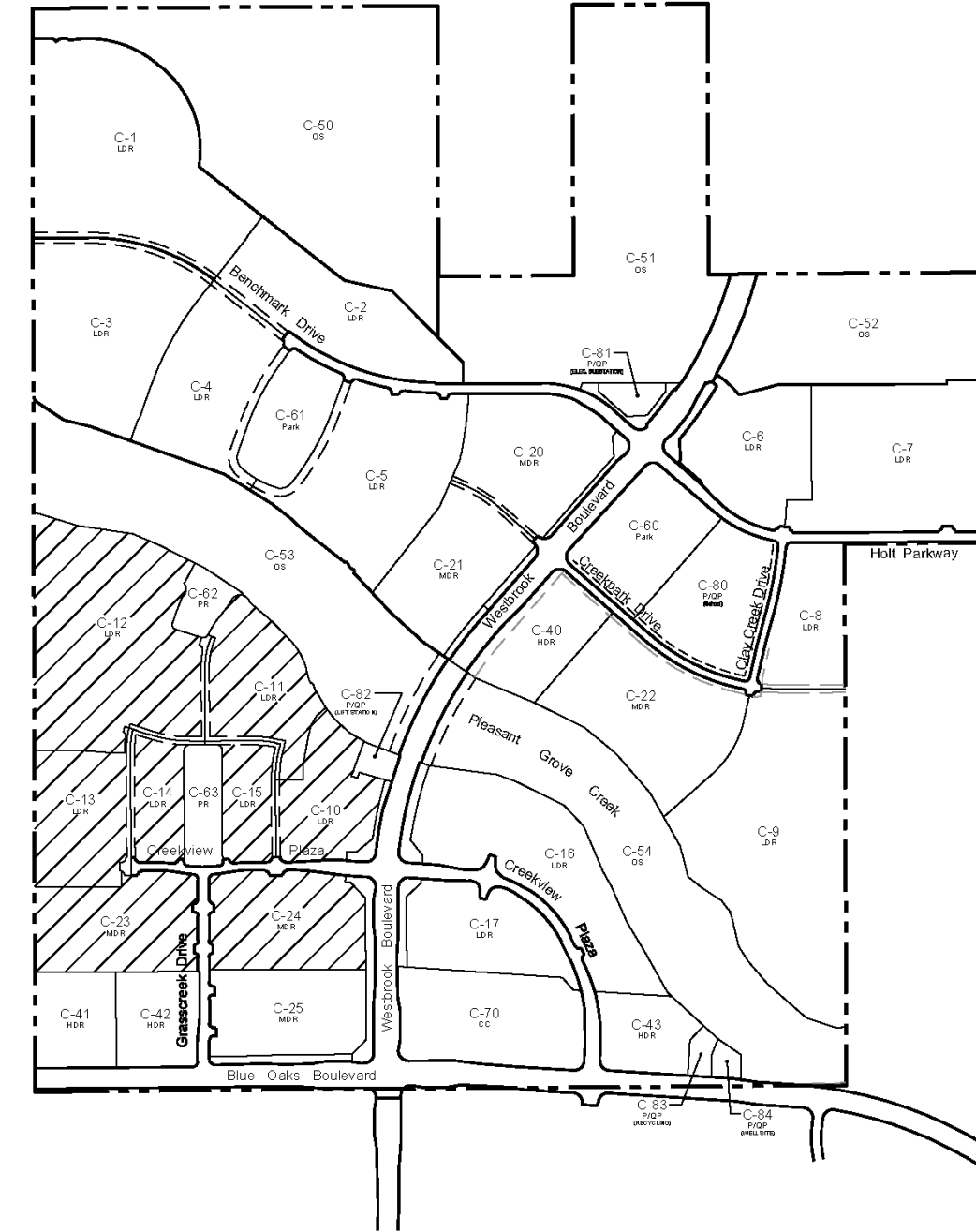
EXHIBIT "B"
 LANDS OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LTD. PTSHP.
 A PORTION OF SECTION 14, T. 11 N., R. 5 E., M.D.M.
 CITY OF ROSEVILLE
 COUNTY OF PLACER STATE OF CALIFORNIA

MACKEY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 1025 Creekside Ridge Drive, Suite 100, Roseville, CA 95678 (916) 773-1100

PFF	1"= 800'	7/14/2021	18431
DRAWN BY	SCALE	DATE	JOB NO.

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

Specific Plan Parcels Excluded from Second Amendment

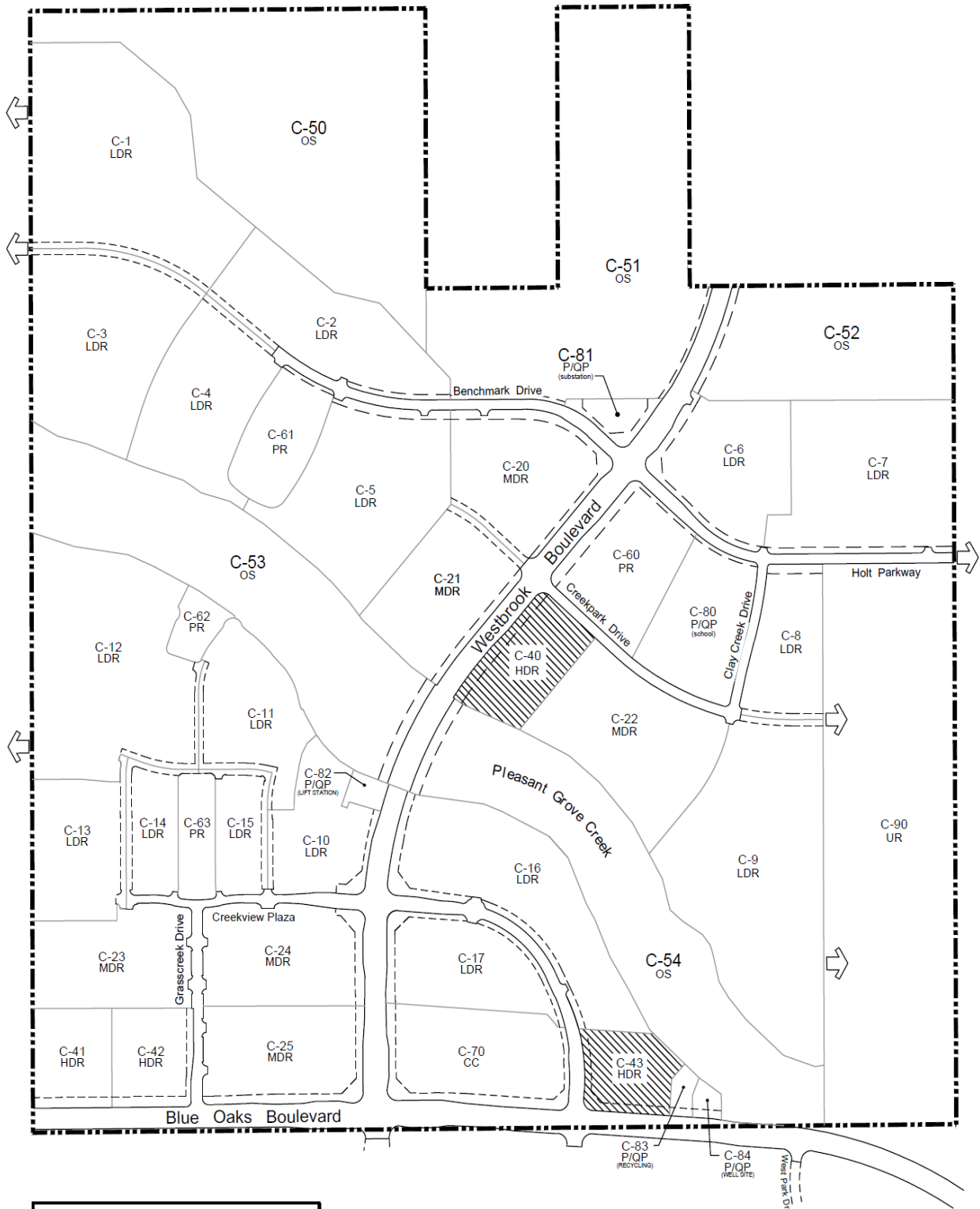


 PARCELS EXCLUDED FROM SECOND AMENDMENT




0 400 800
SCALE: 1"=800'

Affordable Housing Sites



LEGEND

 Affordable Housing Sites

