



PLACER, County Recorder
 RYAN RONCO
 DOC- 2021-0126965-00

Recording Requested by:

CITY OF ROSEVILLE
 AND

When Recorded Mail to:
 City Clerk
 City of Roseville
 311 Vernon Street
 Roseville, CA 95678

Exempt from recording fees
 Pursuant to Govt. Code 27383

WEDNESDAY, OCT 13, 2021 03:26 PM
 MIC \$0.00 | AUT \$0.00 | SBS \$0.00
 ERD \$0.00 | SB2 \$0.00 | * \$0.00
 ABB \$0.00

Ttl Pd \$0.00 Rcpt # 03092855
 CLK6BDVJ93/DD/1-13

(THIS SPACE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT DEVELOPMENT AGREEMENT – CYRIL G. BARBACCIA IRREVOCABLE TRUST
 DATED DECEMBER 15, 1976 RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

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**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CYRIL G. BARBACCIA
IRREVOCABLE TRUST DATED DECEMBER 15, 1976
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This First Amendment of Development Agreement is entered into this 21st day of July, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and THE CYRIL G. BARBACCIA IRREVOCABLE TRUST DATED DECEMBER 15, 1976 ("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. 2010-0045865-00. 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 Original 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 Original 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 First Amendment Property.”

c. REVISED SECTION 2.6. The third paragraph of Section 2.6 is revised in its entirety to read as follows:

“Locations of affordable housing sites, other than single-family affordable purchase residential units, are shown in the Specific Plan and Exhibit “F”.”

d. TABLE OF CONTENTS. The following entry is removed from the Original Development Agreement Table of Contents in its entirety

“2.6.1 Affordable Purchase Residential Units”

e. REMOVE. The entirety of Section 2.6.1, including all subsections as shown below, is removed from the Original Development Agreement:

2.6.1 Affordable Purchase Residential Units

2.6.1.1 Required Agreements

2.6.1.2 Content

2.6.1.3 No City Subsidies

2.6.1.4 Transfer of Obligation

2.6.1.5 In Lieu Fee – Affordable Housing

2.6.1.6 Community Facilities District

f. REVISED SECTION 2.6.2.1. Section 2.6.2.1 of the Original Development Agreement is revised in its entirety to read as follows:

“2.6.2.1 Affordable Obligation. Landowner agrees that one hundred (100) affordable rental units will be reserved within the First Amendment Property, including fifty (50) units for rental to very low-income households and fifty (50) units for rental to low-income households.”

Parcels	Total Units in Parcels	Total Affordable	Very Low-Income Rental	Low Income Rental Units
CG-31	420	100	50	50

- g. REVISED SECTION 2.6.2.2. Section 2.6.2.2 is replaced in its entirety to read as follows:

“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 (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.”

- h. RENUMBERED SECTIONS. Sections 2.6.2.2, 2.6.2.3, and 2.6.2.4 are renumbered as follows:

Section 2.6.2.2 entitled “Transfer/Satisfaction of Obligation” is renumbered to Section 2.6.2.3.

Section 2.6.2.3 entitled “Compensation by City” is renumbered to Section 2.6.2.4.

Section 2.6.2.4 entitled “Community Facilities Districts” is renumbered to Section 2.6.2.5.

- i. 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”

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 Original 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 Original 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. 6386, adopted by the Council of the City of Roseville on the 21st day of July, 2021.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: 

Dominick Casey
City Manager

LANDOWNER:

THE CYRIL G. BARBACCIA IRREVOCABLE TRUST
DATED DECEMBER 15, 1976

By: 

John J. Guerra
Trustee

ATTEST:

By: 

Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 

Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By: 

Mike Isom
Development Services Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

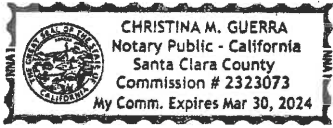
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of, Santa Clara)
On 6/26/2021 before me, Christina M. Guerra, Notary Public
Month Day Year Here Insert Name and Title of the Officer

personally appeared (1) John J. Guerra
(and (2))
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.
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment of Development Agreement Document Date: NA
Number of Pages: 4 Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

- Corporate Officer - Title(s):
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Christina M. Guerra
Notary Public, Loan Signing Agent
408-497-5114 :: info@cmgnotary.com
Commission # 2323073
Expires: March 30th, 2024

CALIFORNIA ACKNOWLEDGMENT

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.

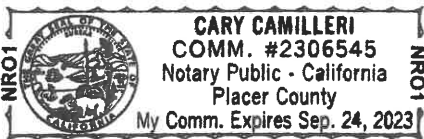
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On 9. 2, 2021, before me, Cary Camilleri, Notary Public, personally appeared Dominick Casey, 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 the 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.

Signature Cary Camilleri
Signature of Notary Public

SEAL 

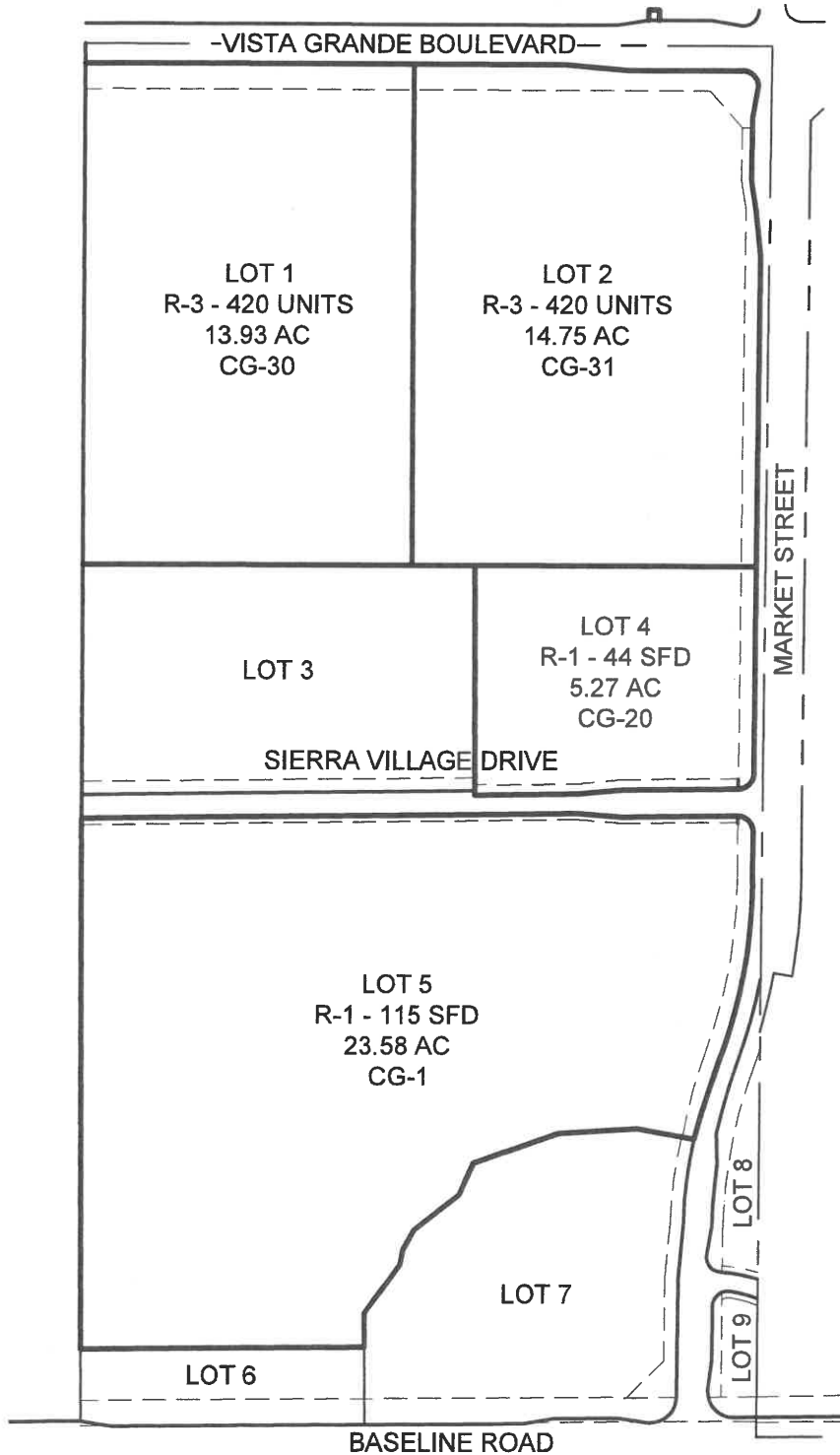
Type of Document –Subdivision Agreement

EXHIBIT A
LEGAL DESCRIPTION OF FIRST AMENDMENT PROPERTY

All that certain real property situated in the City of Roseville, Placer County, California more particularly described as follows:

Lots 2, and 4, as shown and designated on the Map entitled Sierra Vista – CGB, Large Lot Subdivision No. PL15-0192, filed for record on June 04, 2019 in Book EE of Maps at Page 56, Placer County Records.

Exhibit "B"
Depiction of First Amendment Property



FINAL MAP OF
SIERRA VISTA - CGB
LARGE LOT SUBDIVISION
NO. PL15-0192
LOTS 2 AND 4
Recorded Book EE, Page 56
Placer County Records
Dated June 04, 2019.

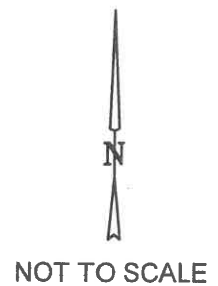
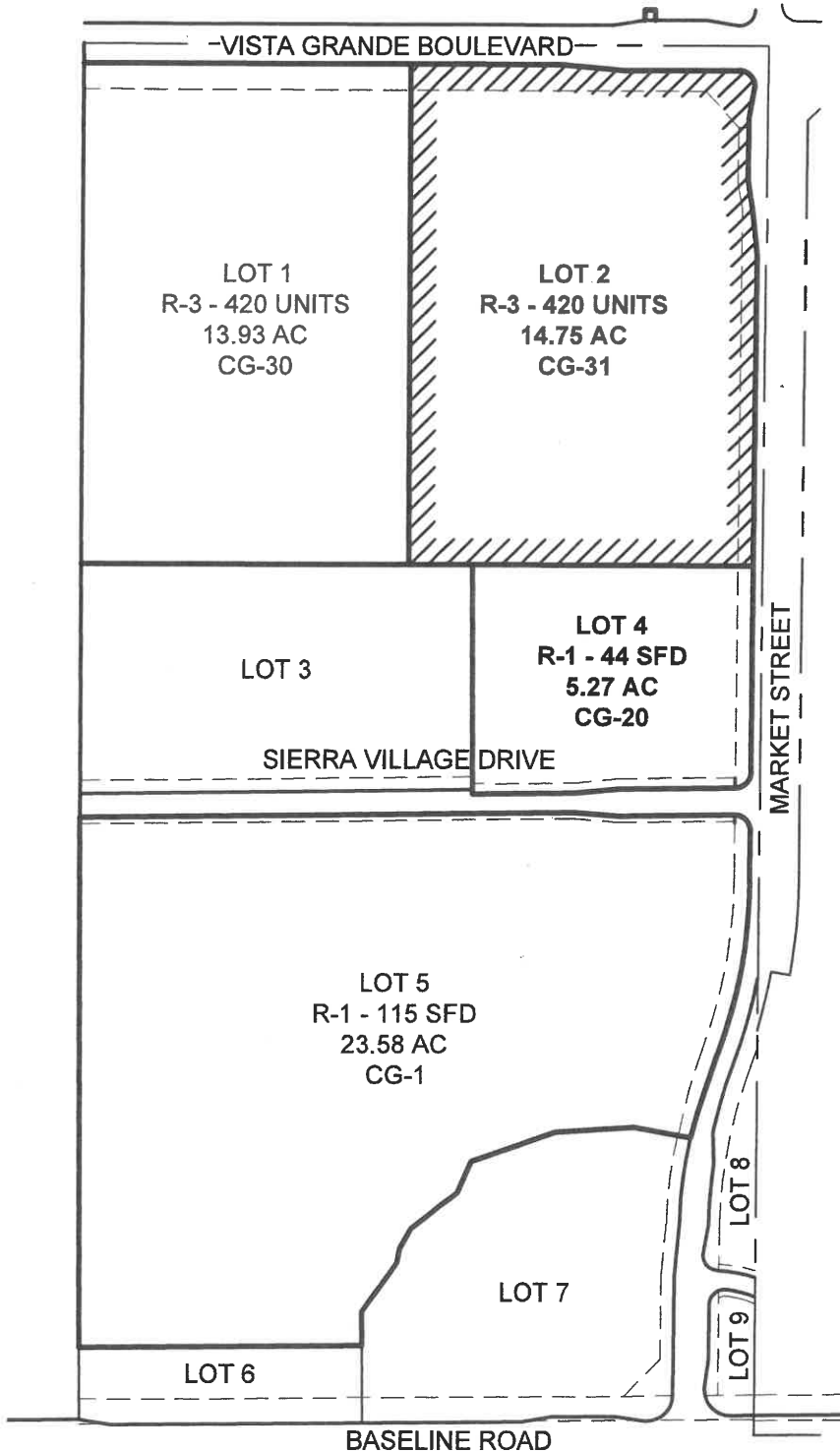


Exhibit "E-1"
MDR RS/DS Development Standards

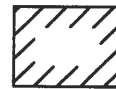
	Single Family with Attached Sidewalk ⁴	Single Family with Separated Sidewalk ^{2,4}
Lot Size (minimum)		
Area, Interior Lot	<i>3,000 sq. ft.</i>	<i>2,800 sq. ft. ²</i>
Area, Corner Lot	<i>3,300 sq. ft.</i>	<i>3,000 sq. ft. ²</i>
Width, Interior	<i>40 ft.</i>	<i>40 ft.</i>
Width, Corner	<i>50 ft.</i>	<i>45 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	<i>None & no min. usable open space required</i>	<i>None & 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
<ol style="list-style-type: none"> 1. Items in <i>italics</i> 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



LEGEND



AFFORDABLE HOUSING SITE

(as defined in the approved Specific Plan document and Development Agreement)



NOT TO SCALE

ORDINANCE NO. 6386

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND AMONG
THE CITY OF ROSEVILLE
AND CYRIL G. BARBACCIA IRREVOCABLE TRUST
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment to Development Agreement by and among the City of Roseville and Cyril G. Barbaccia Irrevocable Trust relative to the Sierra Vista Specific Plan area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The First Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The First Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The First Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the First Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 3. The First Amendment to the Development Agreement, by and among the City of Roseville and Cyril G. Barbaccia Irrevocable Trust, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 21st day of July, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

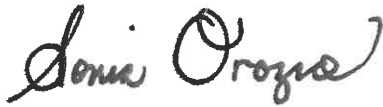
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk