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Government Code 27363

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office

Recording Requested by
City of Roseville

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street, Office #208.
Roseville, CA 95678

DOC - 99-0061647

Friday, JUL 09, 1999 10:00:08

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000207595

REC/R2/1-16

Title: Amendment of Development Agreement By and Between the City of Roseville and
Elliott Homes Relative to the Stoneridge Specific Plan

FILED

AUG 17 1999

CITY OF ROSEVILLE

BY

CF: 0401-03-14 General Plan
Land use Elements/Amendments
Stoneridge Specific Plan

Handwritten initials

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

City Clerk
City of Roseville
311 Vernon Street, #208
Roseville, CA 95678

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND ELLIOTT HOMES
RELATIVE TO THE STONERIDGE SPECIFIC PLAN**

THIS AMENDMENT is entered into this 10th day of June, 1999, by and between the **CITY OF ROSEVILLE**, a municipal corporation ("City"), and **ELLIOTT HOMES, INC.**, an Arizona corporation ("**Landowner**"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Landowner and City entered into a Development Agreement (the "**Development Agreement**"), which was approved by the City Council of City on April 1, 1998, and which was recorded on May 11, 1998 in the Official Records of Placer County as Instrument No. **98-0034382**. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. The City Council has approved amendments to the Stoneridge Specific Plan and Design Guidelines, as such amendments were adopted by Resolution No. 99- 112 (the "**Specific Plan Amendments**").

C. This amendment (the "**Amendment**") amends the Development Agreement. It affects the real property described in Exhibits "A-1" and "A-2" attached to the Development Agreement described above and shall run with the land.

D. The City Council has found and determined that this Amendment is consistent with the General Plan and the Stoneridge Specific Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation of Specific Plan Amendments.** The Specific Plan Amendments described in Recital B above are hereby incorporated into and made a part of the "**Entitlements**" described in Recital 5 of the Agreement.

2. Amendment of Development Agreement. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. Revised Section 2.2. The approximate land use acreages set forth in Section 2.2 of the Development Agreement are revised to read as follows:

Single Family, Low Density Residential:	1059 Units on 301.6 acres;
Single Family, Medium Density Residential:	140 Units on 14.9 acres;
Multi Family Residential:	230 Units on 12.7 acres;
Business Professional:	8.7 acres;
Public/Quasi Public (School, Water Tank):	9.75 acres;
Park:	22.6 acres; and
Open Space:	87.7 acres.

b. Revised Section 2.6. Section 2.6 of the Development Agreement shall be 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 terms of this Agreement, Landowner shall work in partnership with the City to 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, the goal hereof is to provide 282 affordable housing units for the Plan Area being approved for development, consisting of 69 middle income purchase units and 213 low and very-low income rental units; Landowner's share of such goal is to provide 69 units affordable for purchase to middle-income households, as such units are initially allocated to Parcel 54 as set forth herein. Any adjustment based on actual development shall be subject to the approval of the Housing and Redevelopment Manager.

"The terms "very low income" means households earning less than fifty percent (50%) of median income, "low income" means households earning fifty-one percent (51%) to eighty percent (80%) of median income , and "middle income" means households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy.

"2.6.1 Affordable Purchase Residential Units. Subject to any transfer or satisfaction of the affordable housing obligation as provided hereunder, Landowner agrees that a total of 69 residential units will be reserved within Parcel 54 as detached and/or attached single-family residential units affordable to middle-income purchasers. The affordable units to be developed within each Parcel shall be distributed throughout the applicable Parcels, subject to the approval of the Housing Manager.

"2.6.1.A Agreement Required. Prior to the approval of each final residential lot subdivision map within a Parcel designated to provide affordable purchase opportunities, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement (or other form approved by the City) for the residential purchase units affordable to middle-income households.

"2.6.1.B Content. The Affordable Purchase Housing Development Agreements (or applicable City-approved form) shall, for each such residential lot subdivision, set forth, among other things, the distribution of the relevant number of said affordable housing units within the subdivision, Landowner's obligations for marketing the affordable units, and sharing of appreciation (if any) of the affordable unit's value.

"Notwithstanding any provisions of the City's then current Affordable Purchase Housing Development Agreement to the contrary, the Affordable Purchase Housing Development Agreements (or other form approved by City) shall provide that:

"a) Marketing. Middle-income affordable purchase units shall be marketed to middle-income households for a minimum of ten (10) days from the date Landowner commences marketing of the subdivision in which such affordable units are located. If not sold to middle-income households within that period, the units may be sold as market price units.

"Any affordable purchase units remaining unsold after the required marketing periods as middle-income units which are later sold as market units shall nonetheless be credited against Landowner's affordable purchase housing obligation.

"For purposes of making housing opportunities affordable, Landowner agrees that it shall use its best efforts to sell such affordable purchase units to qualifying middle-income households as required by this Agreement. Such best efforts shall include, without limitation, special advertising prior to the release of the affordable purchase units for sale indicating the availability thereof to middle-income households, and maintenance of a waiting list of middle-income households seeking housing opportunities in Landowner's development(s), notification of such persons (and any such households provided by the Housing and Redevelopment Manager for the City) prior to any release of affordable purchase units, and the pre-release, by at least one day, of such affordable purchase units to such notified households.

"b) Amenities. The Landowner may develop the affordable purchase units with fewer amenities than the market rate units, however, the affordable purchase units shall utilize the same or similar materials as the market rate units on the exterior.

"c) Notification. Within three (3) working days of execution of a contract of sale of an affordable purchase unit to a qualifying middle-income household, Landowner shall notify the Housing and Redevelopment Manager in writing of such sale and provide information verifying such qualification.

"2.6.1.C No City Subsidies. Landowner agrees to provide all of the middle-income and low-income affordable purchase units without any subsidy from the City.

"2.6.1.D Transfer/Satisfaction of Affordable Obligation. Landowner's obligation to use its best efforts to provide affordable purchase units may be moved and may be satisfied by the provision of affordable purchase units elsewhere within the applicable subdivision, or within other residential Parcels within the Phase, or within residential Parcels within other Phases of the Specific Plan, subject to the Housing Director's approval and subject to such transferee parcel being encumbered by this Agreement, a similar development agreement or an Affordable Purchase Housing Development Agreement (or other applicable City-approved form). No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected Parcels, with reference to this Agreement.

"2.6.2 Not a Limitation. Nothing in the foregoing Section 2.6 shall be construed to limit Landowner from offering affordable units for sale or rental in excess of the number of units specified herein."

c. New Exhibits B, C, H and I. Exhibits B, C, H and I attached to the Development Agreement are hereby deleted and replaced by Exhibits B, C, H and I attached to this Amendment.

d. Revised Section 3.8.3. The first sentence of Section 3.8.3 of the Development Agreement is hereby revised in its entirety to read as follows:

"Sidewalks and landscaping to be installed adjacent to single-family subdivisions within the Plan Area shall be installed concurrently with the subdivision improvements for each single-family subdivision, provided, however, with respect to the sidewalk and landscaping improvements delineated in the Design Guidelines to be installed along the slope bank adjacent to Parcel 49 and Sierra College Boulevard, such sidewalk and landscaping improvements shall be installed concurrently with the installation of the Sierra College Boulevard improvements adjacent to such slope bank."

e. Revised Section 3.8.7. Section 3.8.7 of the Development Agreement is hereby revised in its entirety to read as follows:

i. Revised Section 7 of Landowner Allocation Matrix. Section 7 of the Landowner Allocation Matrix attached as Exhibit "K" of the Development Agreement is hereby revised in its entirety to read as follows:

"7. Sierra College (3.9.2.A.iii)

"Full street section (four lanes), including frontage improvements on the west side of the right-of-way, curb, gutter and streetlights (but no sidewalk or landscaping) on the east side of the right-of-way, landscaped median as provided in the Specific Plan, all in-street utilities and ancillary storm drainage improvements from Stoneridge Drive to northern boundary of Plan Area.

"a. Construction and Cost Responsibility: Elliott (\$1,093,000)

"b. Credits/Reimbursements:

"i. Credits against TMF for the center two lanes and median curb will be spread over the Property owned by Elliott."

j. Revised Section 62 of Landowner Allocation Matrix. Section 62 of the Landowner Allocation Matrix attached as Exhibit "K" of the Development Agreement is hereby revised in its entirety to read as follows:

"62. Sierra College (3.9.5.A.ii)

"Full street section (four lanes), including frontage improvements on the west side of the right-of-way, curb, gutter and streetlights (but no sidewalk or landscaping, except as otherwise required by Section 3.8.3) on the east side of the right-of-way, landscaped median as provided in the Specific Plan, all in-street utilities and ancillary storm drainage improvements from Stoneridge Drive to the southeast corner of the Plan Area. As part of the frontage improvements along the west side of the right-of-way, a ten foot (10') sidewalk shall be required adjacent to Parcels 51, 60 and 61 and a portion of Parcel 50; however, no landscaping shall be required adjacent to Parcels 60 and 61.

"a. Construction and Cost Responsibility: Elliott (\$1,391,000)

"b. Credits/Reimbursements:

"i. Credits against TMF for the center two lanes and median curb will be spread over the Property owned by Elliott."

3. Consistency with General Plan. The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.

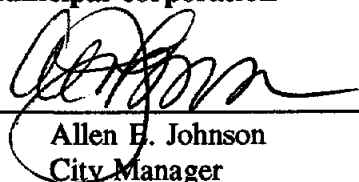
5. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "B":	Land Uses for the Property
Exhibit "C":	General Location of Bike Trail Improvements
Exhibit "H":	Road Improvements
Exhibit "I":	Phasing

6. Form of Amendment. This Amendment is executed in two duplicated originals, each of which is deemed to be an original.

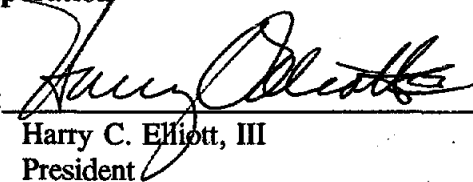
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 3344, adopted by the Council of the City of Roseville on the 21st day of April, 1999, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE,
a municipal corporation

By: 

Allen E. Johnson
City Manager

ELLIOTT HOMES, INC., an Arizona
corporation

By: 

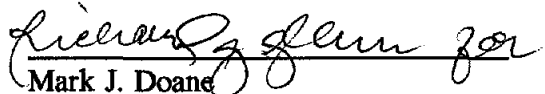
Harry C. Elliott, III
President

ATTEST:



Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:



Mark J. Doane
City Attorney

STATE OF CALIFORNIA)

COUNTY OF PLACER)

ss.

On this 17 day of June in the year of 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names 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.

WITNESS my hand and official seal.

Carolyn Parkinson

Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Real. Agent. Amend. - Stoneridge

Date of Document 6.10.99

Acknowledgment - All Purpose

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On 6/10/99

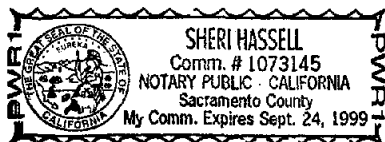
before me,

Sheri Hassell, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Harry C. Elliott, III

Name(s) of Signer(s)

☒ personally known to me – OR – ☐ 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.



WITNESS my hand and official seal.

Sheri Hassell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment To Development Agreement

Document Date: 6/10/99

Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Harry C. Elliott, III

- ☐ Individual
☒ Corporate Officer
Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

Elliott Hoses, Inc.

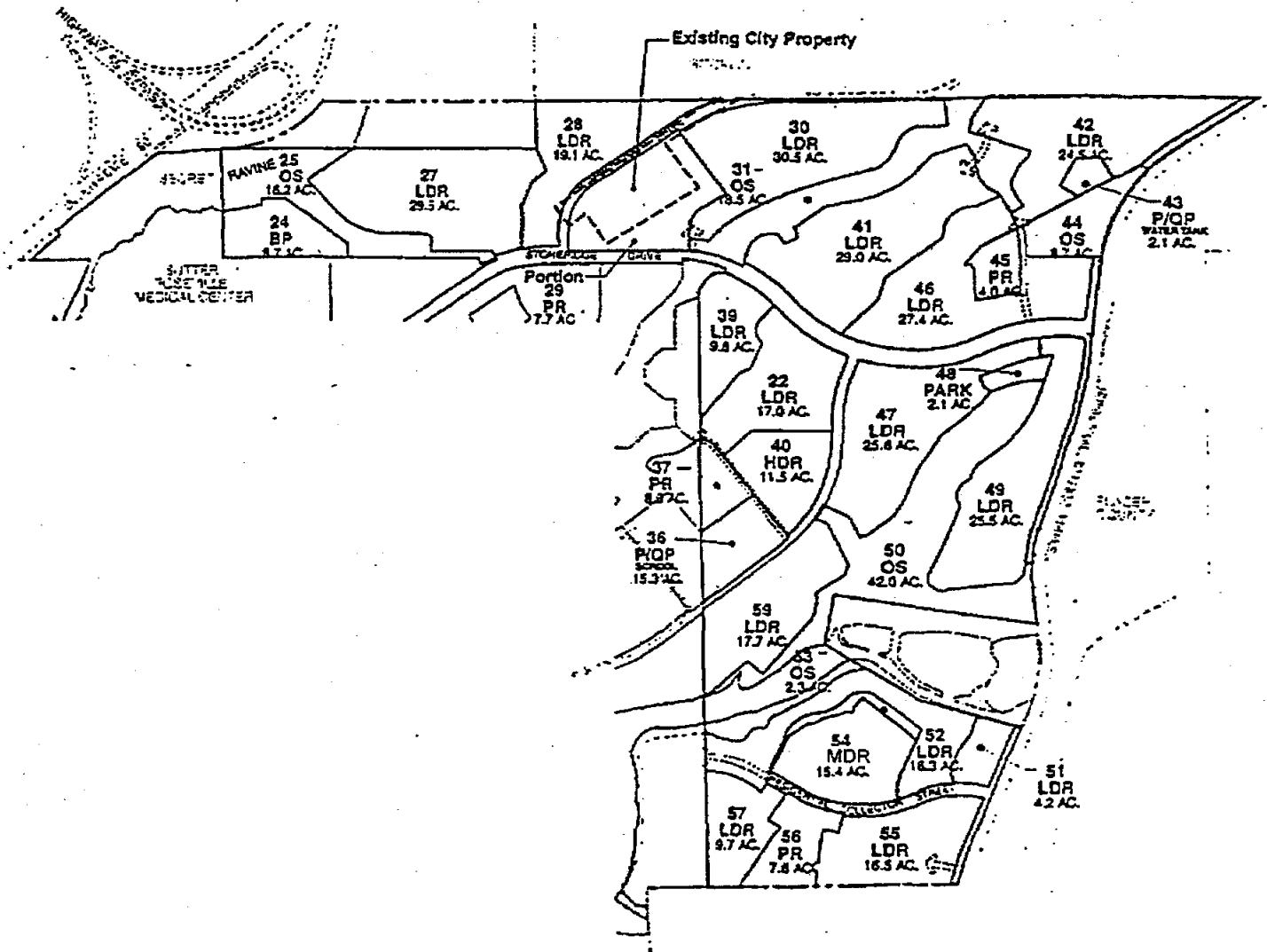
RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

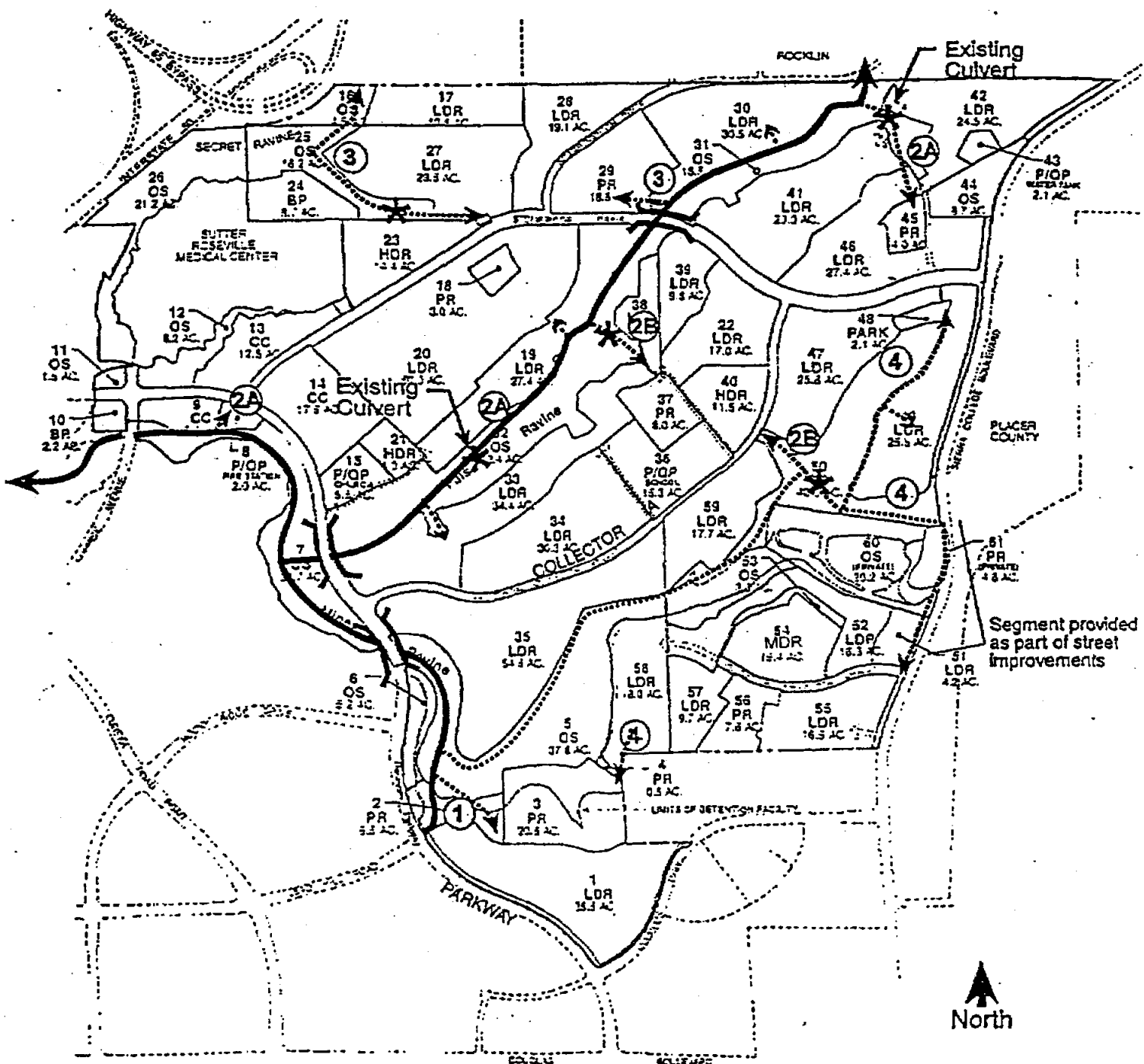
Signer Is Representing:

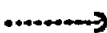
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Post-it® Fax Note	7671	Date	6/7/99	# of pages	4
To	Marty Steiner	From	Ellie Allen		
Co /Dept.		Co			
Phone #		Phone #	774-5264		
Fax #	925 7127	Fax #	786 4175		

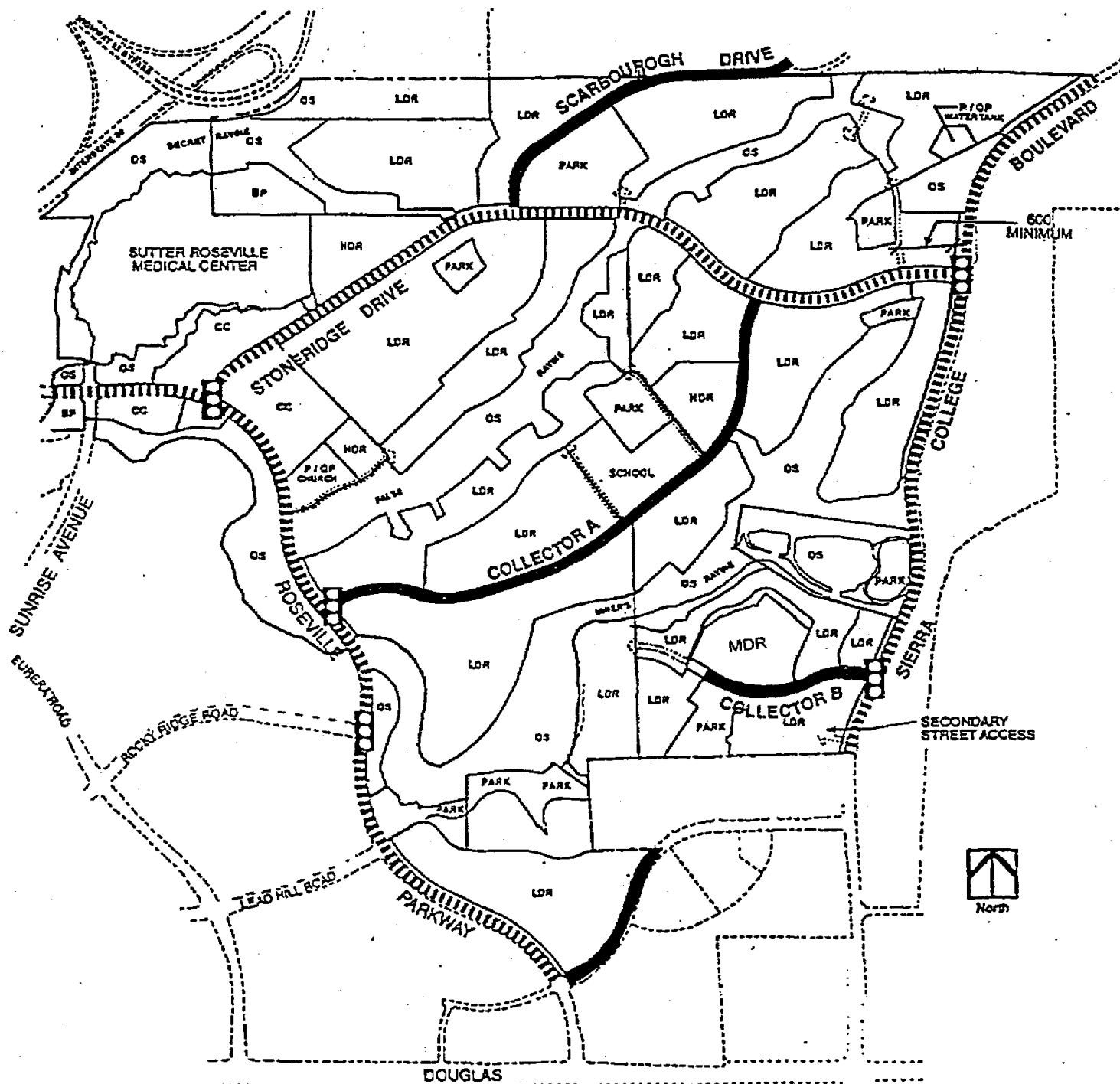
Exhibit B



-  Phase of trail improvement
-  Existing Class 1 Trail
-  Future Class 1 Trail
-  Parcel Specific Trail
-  Trail Crossing Under road
-  Trail Crossing of Creek via culvert

Note: Parcels 19, 30, 33, and 49 shall provide connections to adjacent primary trail in conjunction with subdivision improvements.

Exhibit C



ACCESS:

-  2 LANE COLLECTOR STREETS
(ACCESS TO BE DETERMINED)
-  PLANNED SIGNAL
-  ARTERIAL STREETS

Note: Larger scale map on file with City.

Exhibit H

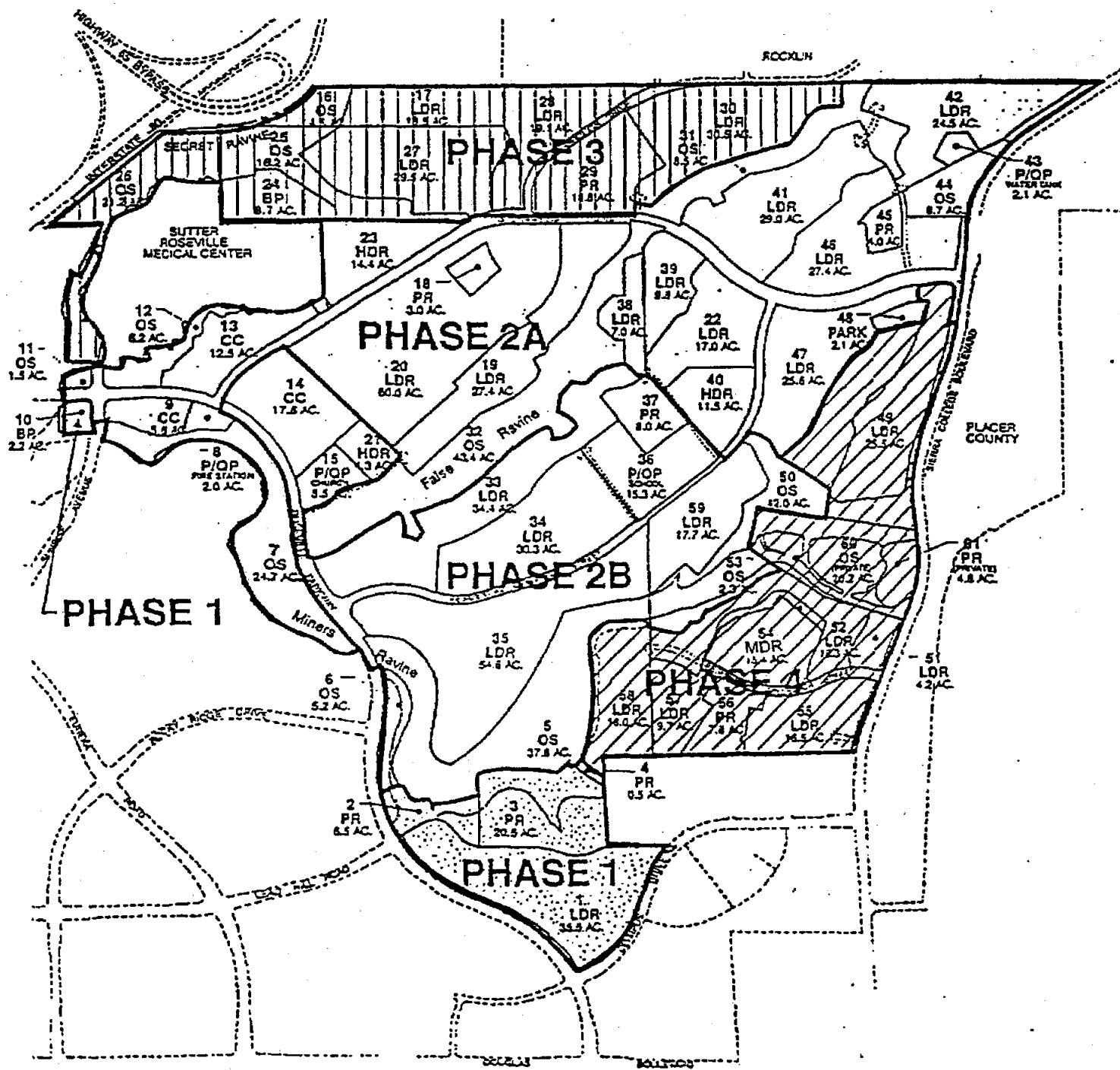


Exhibit 1

ORDINANCE NO. 3344

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING AN AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
STONERIDGE SPECIFIC PLAN (ELLIOTT HOMES, INC.),
AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

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 an Amendment to Development Agreement with Elliott Homes, Inc., to alter and clarify provisions in the existing Development Agreement.

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

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

SECTION 3. The Amendment to Development Agreement by and between Elliot Homes, Inc. and the City of Roseville, 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 Amendment Development Agreement 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.

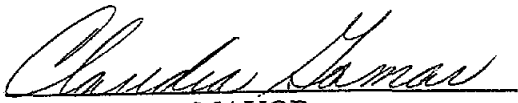
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three 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 April 1999, by the following vote on roll call:

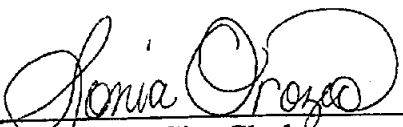
AYES COUNCILMEMBERS: Earl Rush, Dan Goodhall, Randolph Graham, Claudia Gamar

NOES COUNCILMEMBERS: None

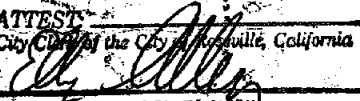
ABSENT COUNCILMEMBERS: Harry Crabb


MAYOR PRO TEMPORE

ATTEST:


ASSISTANT City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST
City Clerk of the City of Roseville, California

DEPUTY CLERK