

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2001-0071657

Tuesday, JUL 17, 2001 09:00:28
NOC \$0.00!!

Ttl Pd \$0.00

Nbr-0000479809

occ/R1/1-11

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

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

THIS THIRD AMENDMENT ("Amendment") is entered into this 10th day of July, 2001, 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. On April 1, 1998, the City and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Elliott Homes Relative to the Stoneridge Specific Plan" (hereinafter the "**Original Development Agreement**"). On June 10, 1999, and on February 5, 2001, the City and Landowner entered into certain First and Second Amendments to the Original Development Agreement. The Original Development Agreement, as amended by said Amendments, shall be referred to collectively herein as the "**Development Agreement**." The Original Development Agreement was recorded in the Official Records of Placer County on May 11, 1998, as **Instrument No. 98-0034382**, the First Amendment was recorded in the Official Records of Placer County on July 9, 1999, as **Instrument No. 99-0061647**, and the Second Amendment was recorded in the Official Records of Placer County on April 11, 2001, as **Instrument No. 2001-0032870**. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Landowner desires to form a Mello-Roos Community Facilities District to finance the construction and/or acquisition of some of the public improvements required to be installed by Landowner under the Development Agreement. City desires to amend the Development Agreement to adjust the neighborhood park fee and provide for Landowner's fair share financing of certain water quality monitoring required for the Plan Area. This Amendment is intended to amend the Development Agreement to provide for the formation and funding of such facilities financing district and to provide for the City's desired amendments.

CF: 0401-03-14 - LANDOWNER AMENDMENT
Stoneridge Specific Plan

FILED
AUG 24 2001
CITY OF ROSEVILLE

C. Landowner also desires to amend the description of the "Property" affected and encumbered by this Development Agreement to conform with the recently approved and recorded Large Lot Subdivision Map for the Property. As so amended, the Development Agreement 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. Amendment of Development Agreement. The Development Agreement is hereby amended as follows:

A. Revised Section 2.7.2 (Water Quality Monitoring). The following shall be added to Section 2.7.2, at the end thereof:

"To fund its fair share of the water quality and sediment monitoring program to be performed by the City over the next three (3) years as part of its commitments under the National Marine Fisheries Service Section 7 Consultation and resulting MOU between NMFS and the City for the East Roseville Parkway/Miner's Ravine Bridge project, Landowner shall pay to the City one-half (1/2) of the costs of such three (3) year monitoring as its share of such costs allocable to development of the East Stoneridge portion of the Specific Plan. Such payment shall be made in installments, as the program costs are incurred by the City, and Landowner's one-half (1/2) share thereof shall be due within thirty (30) days of Landowner's receipt of a written invoice therefor from the City. Landowner's fair share cost of this three (3) year monitoring program is presently estimated to be one-half (1/2) of \$116,060 (e.g., \$58,030). The City acknowledges that these costs shall be deemed to be included in the cost of the Miner's Ravine Bridge and shall be reimbursable in accordance with the provisions of Section 4.2.2(a) of this Agreement."

B. Revised Section 3.2.5 (Revised Neighborhood Park Fee). The first paragraph of Section 3.2.5 is revised to read as follows:

"3.2.5 Park Fees, Credits and Reimbursements. In accordance with the revised park financing plan, the parties acknowledge and agree that the neighborhood park fee (net of credits received hereunder), as of February 1, 2001, shall be \$1,344 per single-family residential unit and \$896 per multi-family residential unit within the Property, subject to annual adjustment based on any change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter the "ENR Construction Cost Index"). In consideration of Landowner's agreement to pay this revised neighborhood park fee, City shall use its best efforts, to the extent permitted by law, to obtain agreements from and/or require

the other residential landowners within the Specific Plan to pay their appropriate revised neighborhood park fee (net of any applicable credits) based on the revised park financing plan adopted by the City."

C. **Revised Section 3.6.6 (Frontage Improvements for Tank Site).** The following sentence shall be added to Section 3.6.6, at the end of the second paragraph thereof:

"In consideration of the City's acquisition of Parcel 43, Landowner shall install, at its sole cost and expense, the frontage improvements for Parcel 43 along the adjacent street, consisting of necessary roadway grading; asphalt paving with aggregate base; storm drainage facilities; curb and gutter; sidewalk; street lighting; electrical facilities; and any other necessary or related improvements for such frontage, excluding, however, landscaping or fencing; at Landowner's option, the costs of such frontage improvements may be included within the CFD described below."

D. **Revised Section 3.14 (Formation of CFD).** The following paragraph shall be added to Section 3.14, at the end thereof:

"Notwithstanding anything to the contrary above, Landowner desires to support, through the use of a Mello-Roos Community Facilities District or other such assessment district (the "**Financing District**"), which shall be limited to the Property owned by Landowner (commonly referred to as "**Stoneridge East**"), the construction of the CFD Improvements listed on **Exhibit "L"** attached hereto and made a part hereof (the "**CFD Improvements**"). The City and Landowner agree to use their best efforts to cause such Financing District to be formed for Stoneridge East, subject to the parties' mutual agreement on the terms, conditions and assessments related thereto. To the extent permitted by law, City shall use its best efforts to cause bonds to be issued to effect the purposes of this Section, consistent with such Financing District."

E. **New Exhibit.** The following New Exhibit is attached hereto and incorporated into the Development Agreement by reference hereto:

Exhibit "L" -- List of Authorized CFD Facilities

2. **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.

3. **Effect of Amendment.** This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.

4. **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. 3677, adopted by the Council of the City of Roseville on the 6th day of June, 2001, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE,
a municipal corporation

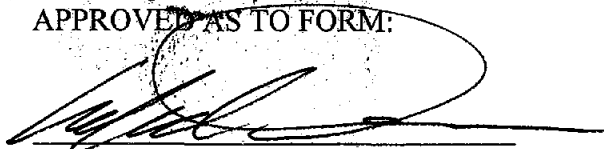
By: 

Allen E. Johnson
City Manager

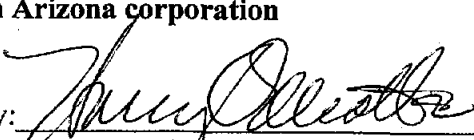
ATTEST:


Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:


Mark J. Doane
City Attorney

ELLIOTT HOMES, INC.,
an Arizona corporation

By: 

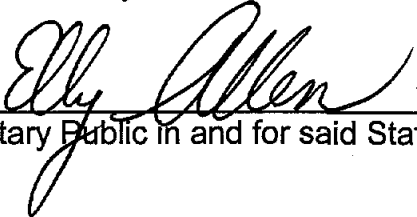
Harry C. Elliott, III
President

[ALL SIGNATURES MUST BE NOTARIZED]

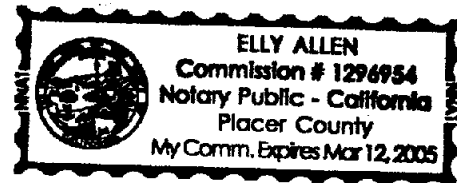
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 9th day of July in the year of 2001, 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State



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

Title or Type of Document Third Amendment of Development Agreement Relative to Stoneridge

Date of Document July 10, 2001

Acknowledgment – All Purpose

5

0801 0000 0056 0004

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SACRAMENTO

On JUNE 20, 2001 before me, SHERI HASSELL, NOTARY PUBLIC
Date 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.

[Signature]
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: THIRD AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ELLIOTT HOMES RELATIVE TO THE STONERIDGE SPECIFIC PLAN.

Document Date: JUNE 20, 2001 Number of Pages: 8 INC. ACK.

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: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing:
ELLIOTT HOMES, INC.
AN ARIZONA CORPORATION

Signer's Name: _____

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

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing:

EXHIBIT "L"

CFD IMPROVEMENTS

☞ ROADS

< Sierra College Boulevard

- Reconstruction of existing two lanes and addition of two lanes for the portion of Sierra College Boulevard from the intersection of Scarborough Drive (located north of the Plan Area) south approximately 4,200 feet, consisting of necessary roadway grading; asphalt paving with aggregate base; storm drainage facilities; curb and gutter; sidewalk; sewer facilities; water facilities; street signs; street lighting; landscape median islands; landscape corridors, including soundwalls; electrical facilities, including electric, telephone, gas and broadband facilities; and necessary appurtenances thereto, to provide sufficient width for four traffic lanes, appropriate turning lanes, widenings at intersections, and any other necessary or related improvements.

< Secret Ravine Parkway

- Construction of four (4) lanes from the intersection of Sierra College Boulevard approximately 3,600 feet westerly, including the False Ravine Bridge. Except for the Bridge, the roadway improvements shall include necessary roadway grading; asphalt paving with aggregate base; storm drainage facilities; curb and gutter; sidewalk; sewer facilities; water facilities; street signs; street lighting; landscape median islands; landscape corridors, including soundwalls; electrical facilities, including electric, telephone, gas and broadband facilities; and necessary appurtenances thereto, to provide sufficient width for four traffic lanes, appropriate turning lanes, widenings at intersections, and any other necessary or related improvements. For the Bridge, such improvements shall include necessary facilities, columns, curbs, sidewalks, bridge lighting, bridge deck, bike trail clearances and all necessary improvements and related appurtenances thereto.

< Alexandra Drive

- Construction of two (2) lanes from intersection of Secret Ravine Parkway south approximately 2,700 feet, consisting of necessary roadway grading; asphalt paving with aggregate base; storm drainage facilities; curb and gutter; sidewalk; sewer facilities; water facilities; street signs; street lighting; landscape corridors; electrical facilities, including electric, telephone, gas and broadband facilities; and necessary appurtenances thereto, to provide sufficient width for two traffic lanes, appropriate turning lanes, and any other necessary or related improvements.

< Scarborough Drive

- Construction of two (2) lanes from intersection of Secret Ravine Parkway north approximately 2,000 feet, consisting of necessary roadway grading; asphalt paving with aggregate base; storm drainage facilities; curb and gutter; sidewalk; sewer facilities; water facilities; street signs; street lighting; electrical facilities, including electric, telephone, gas and broadband facilities; and necessary appurtenances thereto, to provide sufficient width for two traffic lanes, appropriate turning lanes, and any other necessary or related improvements.

< Miners Ravine Drive (Collector B, Phase 4)

- Construction of two (2) lanes from intersection of Sierra College Boulevard west approximately 2,400 feet, consisting of necessary roadway grading; asphalt paving with aggregate base; storm drainage facilities; curb and gutter; sidewalk; sewer facilities; water facilities; street signs; street lighting; electrical facilities, including electric, telephone, gas and broadband facilities; and necessary appurtenances thereto, to provide sufficient width for two traffic lanes, appropriate turning lanes, and any other necessary or related improvements.

< Signals

- Installation of traffic signals, including all underground conduit and appurtenances thereto, for the following intersections: Secret Ravine Parkway at Sierra College Boulevard and Miners Ravine Drive and Sierra College Boulevard.

☞ **DRAINAGE**

- < Storm drain mains required by the Master Drainage Plan that are located within Stoneridge East and laterals located within the above-described road improvements.

☞ **WATER**

- < Frontage improvements for Parcel 43 (tank site), consisting of necessary roadway grading; asphalt paving with aggregate base; storm drainage facilities; curb and gutter; sidewalk; street lighting; electrical facilities; and any other necessary or related improvements for such frontage, excluding, however, landscaping or fencing.
- < All other on-site improvements to the water system required by the Water Study, as generally shown on Exhibit "F" of this Agreement, that are located within Stoneridge East.

☞ **SEWER**

- < Improve outfall sewer facilities from the Miners Ravine sewer line approximately 5,000 feet along the north side of Miners Ravine by constructing sewer pipe, sewer services, manholes, maintenance road (including paving in excess of amount reimbursable by park fees and, at Landowner's option, paving that would otherwise be funded by park fees), and other necessary related improvements and appurtenances thereto.

- < Improve sewer lift station on Parcel 52 by constructing a lift station structure, electrical equipment, transformer, mechanical equipment, pump, motors, pipe, and other necessary related equipment and appurtenances thereto, and improve force main from lift station by constructing force main cleanouts and other necessary improvements and other related equipment thereto.
- < All other on-site improvements to the sewer system required by the Master Wastewater Plan, as generally shown on Exhibit "G" to this Agreement, that are located within Stoneridge East.

⌘ **ELECTRIC FACILITIES**

- < All on-site electrical distribution facilities within Stoneridge East identified in Exhibit "D" of this Agreement and all off-site electric distribution facilities from the Hardrock Substation to the Plan Area identified in Exhibit "E" of this Agreement.
- < All other electrical facilities located within the above-described road improvements.

⌘ **PARK IMPROVEMENTS**

- < Park improvements for Park Parcels 45, 48 and 56, including grading, hardscape, planting, irrigation and recreational facilities, and any other necessary or related improvements in accordance with the approved conceptual layout shown in the Specific Plan.

⌘ **MISCELLANEOUS IMPROVEMENTS**

- < Completion of False Ravine bike trail, consisting of pavement of maintenance road for False Ravine sewer line of approximately 7,200 feet and ancillary improvements for such trail, excluding the share of the cost, if any, reimbursed by SPMUD.
- < Extension of existing Miner's Ravine bike trail through Parcels 5 and 50 to the southeast corner of Parcel 59, including a turnaround at the terminus of this trail section, and the further extension of such trail through Parcels 50, 60 and 61 and construction of the ten foot (10') sidewalk along the west side of Sierra College Boulevard from the northeast corner of Parcel 61 to Collector B, where the costs thereof exceed the amounts budgeted therefor under the Bike Trail Master Plan. At Landowner's option, the CFD may include the budgeted costs of such extensions that would otherwise be funded by neighborhood park fees.

ORDINANCE NO. 3677

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT WITH
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 a Third Amendment to Development Agreement with the Elliott Homes, Inc., to alter and clarify provisions in the existing Development Agreement relating to the construction and reimbursement of bike trail and utility improvements.

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

1. The Third 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 Third Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Third Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Third Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The Third Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Second Amendment to Development Agreement.

SECTION 3. The Third Amendment to Development Agreement by and between the Elliott Homes, Inc. and the City of Roseville, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

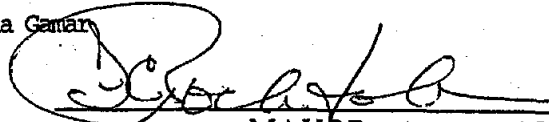
SECTION 4. The City Clerk is directed to record the executed Second Amendment Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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

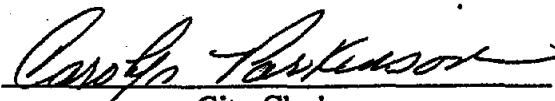
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 6th day of June, 2001, by the following vote on roll call:

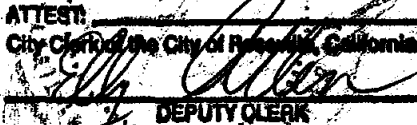
AYES COUNCILMEMBERS: Earl Rush, Richard Roccucci, Gina Garbolino, Rocky Rockholm
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: Claudia Gentry


MAYOR PRO TEMPORE

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerk's Department.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK