

Exempt from recording fees
pursuant to Govt. Code 27363



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2001-0021952

Thursday, MAR 15, 2001 09:19:40
NOC \$0.00

Ttl Pd \$0.00

Nbr-0000420872

rc/R2/1-40

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

**SECOND AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND AKT DEVELOPMENT CORPORATION
RELATIVE TO THE STONERIDGE SPECIFIC PLAN**

THIS SECONDAMENDMENT is made and entered into this 7th day of March, 2001 by and between the **CITY OF ROSEVILLE**, a municipal corporation (the "City"), and **AKT DEVELOPMENT CORPORATION**, a California corporation and **OLYMPUS STONERIDGE, LLC**, a California limited liability corporation ("Landowner").

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 Olympus Stoneridge LLC Relative to the Stoneridge Specific Plan" (hereinafter the "Original Development Agreement"). On June 10, 1999, the City of Roseville and Landowner entered into that certain amendment to the Original Development Agreement entitled "Amendment of Development Agreement By and Between The City of Roseville and Olympus Stoneridge LLC Relative to the Stoneridge Specific Plan" (hereinafter the "First Amendment"). The Original Development Agreement, as amended by the First Amendment, 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. 98-0034381, and the First Amendment was recorded in the Official Records of Placer County on July 9, 1999, as Instrument No. 99-00 52143. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Landowner has had transferred from another landowner the portion of the Property described as Parcel 24 of the Specific Plan under the Original Development Agreement ("Original Parcel 24.") As part of the Specific Plan Amendments described below, a portion of the original Parcel 24 is being consolidated with other property owned by Landowner and the balance of such property is being consolidated with other property owned by Sutter Roseville Medical Center and removed from effect of the Specific Plan. Accordingly, the parties intend that Original Parcel 24 no longer be subject to the Development Agreement with the other landowner. As part of the Specific Plan Amendments described below, a newly-created Parcel 24 is being established within

FILED

APR 18 2001

CITY OF ROSEVILLE
2nd amend DA Olympus Stoneridge/AKT
BY _____ 7/26/00

*Copy of doc: AKT Development Corporation
Stoneridge Specific Plan -1-*

*CF: 0401-03-14-
Landowner/Placer/Record - Stoneridge Specific Plan*

the Stoneridge Specific Plan ("New Parcel 24") and is intended to be subject to Landowner's Development Agreement, as amended herein.

C. The City Council has approved amendments to the Stoneridge Specific Plan and Design Guidelines, as such amendments were adopted by Resolution No. 00- 362 (the "Specific Plan Amendments").

D. This Amendment (the "Amendment") amends the Development Agreement. It affects the real property described in Revised Exhibit "A" and shown on Revised Exhibit "B" attached to this Amendment and shall run with the land.

E. The City Council has found and determined that this amendment (the "Amendment") of the Development Agreement 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 following sections and exhibits of the Development Agreement are hereby amended as follows:

A. **Revised Recital 2 (Property).** The description of the "Property" which is the subject of the Development Agreement is hereby amended to delete Original Parcel 24 and add the New Parcel 24 and shall also refer to the real property described in Revised Exhibit "A" and shown on Revised Exhibit "B" attached to this Amendment.

B. **Revised Section 2.2 (Table of Land Uses).** 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:	884 Units on 266.8 acres;
Multi Family Residential:	510 Units on 24.0 acres;
Community Commercial:	33.4 acres;
Business Professional	5.2 acres;
Public/Quasi Public (School, Fire Station):	15.2 acres;
Park:	14.0 acres;
Open Space:	117.7 acres.

Revised Exhibit "B" showing the location of these land uses is attached hereto and replaces the prior Exhibit "B" for the Agreement. Furthermore, due to the name changes for some of the roads within the Plan Area as shown on the Revised Exhibit "B," all references in the Agreement to "Stoneridge Drive" and "Collector A" are hereby amended to mean and refer to "Secret Ravine Parkway" and "Alexandra Drive," respectively.

C. **Revised Section 3.2.5 (Bike Trail Reimbursement).** In consideration of the revisions to the Bike Trail Master Plan for the Plan Area incorporated as part of this

Amendment and the revised cost estimates for the bike trail improvements required by such Plan, the fourth paragraph of Section 3.2.5 regarding reimbursement for bike trail improvements is hereby revised to read as follows:

"Except for the bike trail improvements within False Ravine to be located over the existing sewer line, Landowner's contribution to the reconstruction of the Miner's Ravine trail and the Parcel-specific bike trail connections, the costs of which are not included within the park financing plan, when Landowner designs and installs any other bike trail improvements pursuant to Section 3.2.4 which is included for financing in the park financing plan, Landowner shall be reimbursed from the neighborhood park fee an amount equal to the lesser of (i) the actual cost incurred by landowner therefor, as reasonably approved by the city, or (ii) one hundred fifteen percent (115%) times the budgeted amount for such improvements, as such amounts are initially set forth on Exhibit "C-1" attached hereto and which shall be adjusted by any increase in the ENR Construction Cost Index from the date of this Amendment to the date of payment of such reimbursement. Said percentage of 115% is based on the amount by which the original budget for such improvements, upon which the neighborhood park fee has been established, exceeds the amounts currently budgeted for such improvements under the revised Bike Trail Master Plan, as such percentage may be adjusted pursuant to Section 3.9.5.E(ii) below. Such reimbursement shall be paid by the city in accordance with Section 4.2.2 below."

D. Revised Sections 3.9.2 and 3.9.4 (Description of Phases). Parcel 24 is hereby added to the list of Parcels comprising Phase 2A in Section 3.9.2 and is hereby deleted from the list of Parcels comprising Phase 3 in Section 3.9.4.

E. Revised Section 3.9.2.A (Phase 2A Roadways). Section 3.9.2.A is hereby revised to add the following roadway improvements to Phase 2A, and to add these improvements as new subparagraph (v) to Section 3.9.2.A:

"(v) Hospital Access Road, full forty-six foot (46') street section, frontage improvements on both sides of Hospital Access Road and all in-street utilities (including ancillary storm drainage improvements), from Secret Ravine Parkway to northwest corner of Parcel 24."

F. Revised Section 3.9.2.B (Phase 2A Sewer). Section 3.9.2.B is hereby revised to move the following sewer improvements from Phase 3 to Phase 2A, and to add these improvements as new subparagraph (viii) to section 3.9.2.B:

"(viii) Sewer lift station, eight inch (8") sewer line and force main along the west boundary of Parcel 23, to serve Parcels 17, 23 and 27."

G. Revised Section 3.9.2.E (Phase 2A Bike Trails). Section 3.9.2.E is hereby revised in its entirety to read as follows:

“3.9.2.E Phase 2A bike trails, as shown on Exhibit “C,” consisting of the following:

- “i. Pave False Ravine trail from existing trail in Miner’s Ravine to the Roseville/Rocklin border, including undercrossing of Secret Ravine Parkway Bridge over False Ravine.
- “ii. Construct emergency access fire road from Parcel 8 to existing Miner’s Ravine bike trail.
- “iii. Construct connection from False Ravine trail to Parcel 38.”

H. **Revised Section 3.9.3.B (Phase 2B Sewer)**. Due to the deletion of the 6” sewer line planned for Miner’s Ravine and the reduction from an 8” line to a 6” line for Miner’s Ravine to Parcel 59, Section 3.9.3.B is hereby revised by deleting subparagraph (ii) thereof, renumbering subparagraph (iii) as subparagraph (ii), and revising subparagraph (i) thereof to read as follows:

- “i. Six-inch (6”) sewer line to be located within Miner’s Ravine from the existing 21” sewer line to approximately the southeast corner of Parcel 59.”

I. **Revised Section 3.9.3.E (Phase 2B Bike Trails)**. Section 3.9.3.E is hereby revised in its entirety to read as follows:

“3.9.3.E Phase 2B bike trails, as shown on “Exhibit “C,” consisting of the following:

- “i. Extension of existing Miner’s Ravine bike trail through Parcel 5 to approximately southeast corner of Parcel 59, including a turnaround at the terminus of this section of the trail.”

J. **Reserved Section 3.9.4.B (Phase 3 Sewer)**. Due to the advance in timing of these sewer improvements to the list of Phase 2A Improvements pursuant to Paragraph 1.D above, the provisions of Section 3.9.4.B are hereby deleted and said section shall be “Reserved.”

K. **Revised Section 3.9.4.E (Phase 3 Bike Trails)**. Section 3.9.4.E is hereby revised in its entirety to read as follows:

“3.9.4.E Phase 3 bike trails, as shown on Exhibit “C,” consisting of the following:

- “i. Connection from False Ravine trail to Park Parcel 29.

"ii. Connection from Secret Ravine Parkway through Parcel 25 and Parcel 27 to north boundary of Parcel 25, linking through a subdivision street in Parcel 27."

L. Revised Section 3.9.5.B (Phase 4 Sewer Improvements). New subparagraph (iii) of Section 3.9.5.B is hereby added to said section as follows:

"iii. Six-inch (6") sewer line within Sierra College Boulevard from Parcel 49 to the pump station near Parcel 51 described in subparagraph (ii) above."

M. Revised Section 3.9.5.E (Phase 4 Bike Trails). Subparagraph (ii) of Section 3.9.4.E regarding the extension of Miner's Ravine bike trail through the balance of Parcel 50 is hereby revised to read as follows:

"ii. Extension of Miner's Ravine Bike Trail from approximately the southeast corner of Parcel 59 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. Elliott Homes, Inc. shall use its best efforts to obtain from the owner of Parcels 60 and 61 the bike trail easement and right of entry necessary to complete the construction of this section through said Parcels, which easements shall be obtained prior to approval of the bike trail improvement plans for this section.

Any costs of such acquisition, together with any permitting costs for the construction of such improvements through Parcels 60 and 61, including any environmental mitigation costs related thereto, shall be reimbursed from the neighborhood park fee, up to, but not in excess of the difference between (i) Seventy Thousand Dollars (\$70,000) and (ii) the amounts, if any, then approved by the City for bike trail reimbursements in excess of the budget amounts therefor, in accordance with Section 3.2.5 above. Such amounts shall be adjusted by any increase in the ENR Construction Cost Index from the date of this Amendment to the date of payment. If the maximum available reimbursement for such costs is approved by the City, the 115% percentage described in Section 3.2.5 above shall be reduced to 100%; if payment for such costs is approved for less than such maximum amount, then said percentage shall be redetermined by (i) taking the difference between the remaining amount of neighborhood park fee revenues anticipated to be derived from the Plan Area and the amount of any unpaid, approved reimbursements for completed bike trail costs (including these approved acquisition and permitting costs), and (ii) dividing such difference by the budgeted amount for the bike trail sections yet to be completed, as such budgeted amount is adjusted from time to time (provided, in no event shall the percentage be reduced below 100%).

If and to the extent any costs are incurred to acquire such easement and right of entry from the owner of Parcels 60 and 61, City shall use its best efforts, to the extent permitted by law, to cause such property owner to reimburse Elliott Homes, Inc. of the City's neighborhood park account, as applicable, for such acquisition upon any subsequent development by such property owner (i.e., upon recordation of any final subdivision map or issuance of any building permit for such development); similarly, prior to any such acquisition by Elliott Homes, Inc., City shall use its best efforts, to the extent permitted by law, to require such property owner to dedicate the easement and right of entry to the City as a condition of development of either of such Parcels."

N. Revised Section 4.2.2(b) (Bike Trail Reimbursement). The third sentence of Section 4.2.2(b) regarding the portion of the neighborhood park fee to be reserved for reimbursement for bike trail improvements is hereby revised to read as follows:

"For purposes of funding such reimbursement, the City shall reserve Ten and Eight-Tenths Percent (10.8%) of every payment of the neighborhood park fee within the Plan Area."

2, Exhibits. The following New and Revised Exhibits area attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement. Accordingly, all references to the applicable Exhibits in the Development Agreement, as amended hereby, shall mean and refer to the corresponding New and Revised Exhibits attached hereto:

Revised Exhibit "A"	--	Legal Description of the Property
Revised Exhibit "B"	--	Diagram of the Property and Land Use Map
Revised Exhibit "C"	--	General Location of Bike Trail Improvements
New Exhibit C-1	--	Budgeted Costs for Bike Trail Sections
Revised Exhibit "G"	--	Sewer Lines
Revised Exhibit "H"	--	Road Improvements
Revised Exhibit "I"	--	Phasing
Revised Exhibit "K"	--	Landowner Allocation Matrix

3. Consistence 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.

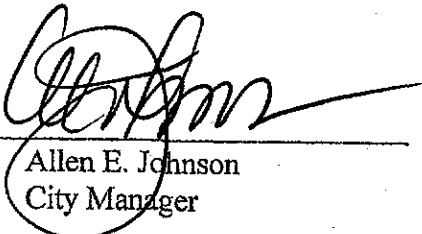
4. Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.

5. **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. 3560, adopted by the Council of the City of Roseville on the 13th day of September, 2000, and Landowner has caused this Amendment to be executed.

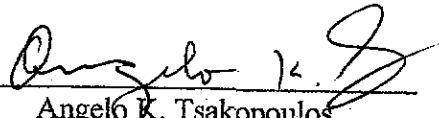
CITY OF ROSEVILLE
a municipal corporation

By: _____



Allen E. Johnson
City Manager

OLYMPUS STONERIDGE, LLC
a California limited liability corporation

By: _____

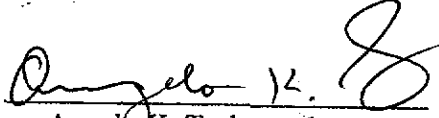

Angelo K. Tsakopoulos
Its managing member

ATTEST:


Carolyn Parkinson
City Clerk

AKT DEVELOPMENT CORPORATION
a California Corporation

By: _____


Angelo K. Tsakopoulos

APPROVED AS TO FORM:


Mark J. Doane
City Attorney

0521 0000 0019 0022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On 1/29/01, before me, Kelle J Philpott
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Angelo K. Tsakopoulos
Name(s) of Signer(s)

- personally known to me
- 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.
Kelle J Philpott
Signature of Notary Public

Place Notary Seal Above

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: _____

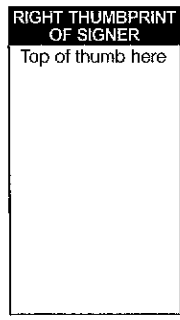
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____



7521 0000 0019 0020

STATE OF CALIFORNIA)
): ss.
COUNTY OF PLACER)

On this 6 day of March 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(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 2nd Amendment to Development Agent
Homesridge Specific Plan
Date of Document 3.5.01

Acknowledgment – All Purpose

00000 00000 00000 00000

Exhibit "A"
Stoneridge West
Page 1 of 1

All the real property situate in the City of Roseville, County of Placer, State of California, being a portion of Section 31, Township 11 North, Range 7 East and Sections 25 & 36, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

Lots 1 through 4 inclusive and Lots 6 through 30 inclusive, as shown on "Stoneridge West Large Lot Subdivision", the final map of which is filed in the office of the Recorder of Placer County in Book V of Maps, at Page 39.

TOGETHER WITH the following described parcels:

Parcel No. 1:

Parcel K, as shown on that certain Parcel Map filed in the office of the Recorder of Placer County in Book 28 of Parcel Maps, at Page 19 and all that portion of Parcel 1, as shown on that certain Parcel Map filed in the office of said in Book 28 of Parcel Maps, at Page 156, more particularly described as follows:

Beginning at the Northwest corner of Lot 17, as shown on said final map of "Stoneridge West Large Lot Subdivision"; thence from said point of beginning, along the boundary of said "Stoneridge West Large Lot Subdivision", the following four (4) courses: (1) South 00°29'42" East 765.40 feet; (2) South 41°56'44" West 30.62 feet; (3) South 72°16'51" West 96.48 feet; and (4) South 62°12'33" West 5.75 feet; thence North 33°00'20" West 333.74 feet; thence North 56°59'40" East 285.58 feet; thence North 31°25'49" West 317.23 feet; thence North 46°54'17" West 162.64 feet to the boundary of said Parcel 1; thence, along said boundary, North 89°29'59" East 337.34 feet to the point of beginning.

Parcel No. 2:

All that portion of Parcel 2, as shown on Parcel Map P-74893, filed in the office of the Recorder of Placer County on January 13th, 1989 in Book 24 of Parcel Maps, at Page 94, described as follows:

Beginning at a point located on the southerly boundary of said Parcel 2, from which the Southwest corner thereof bears South 89°29'59" West 545.00 feet; thence from said point of beginning North 46°54'17" West 289.96 feet; thence North 00°30'01" West 288.80 feet; thence North 89°29'59" East 195.50 feet; thence South 53°17'25" East 626.14 feet; thence South 00°30'01" East 110.10 feet to said southerly boundary of Parcel 2; thence, along said southerly boundary, South 89°29'59" West 484.17 feet to the point of beginning.

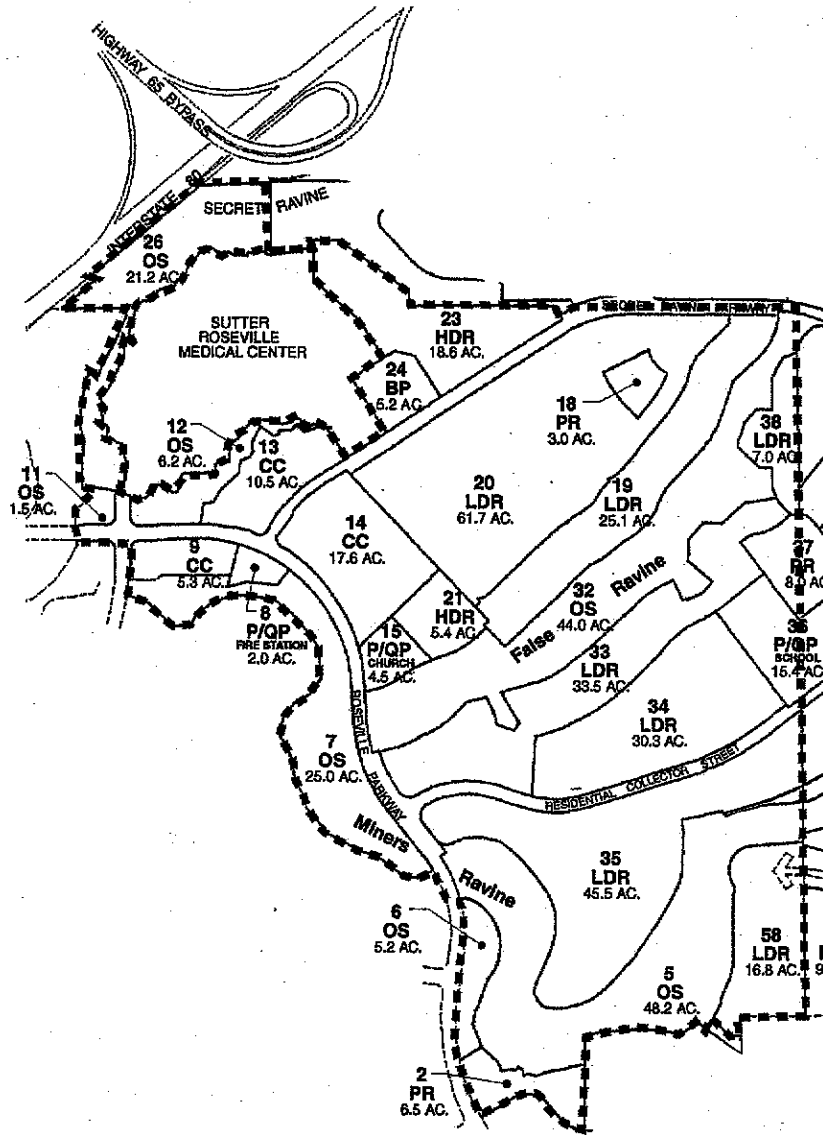
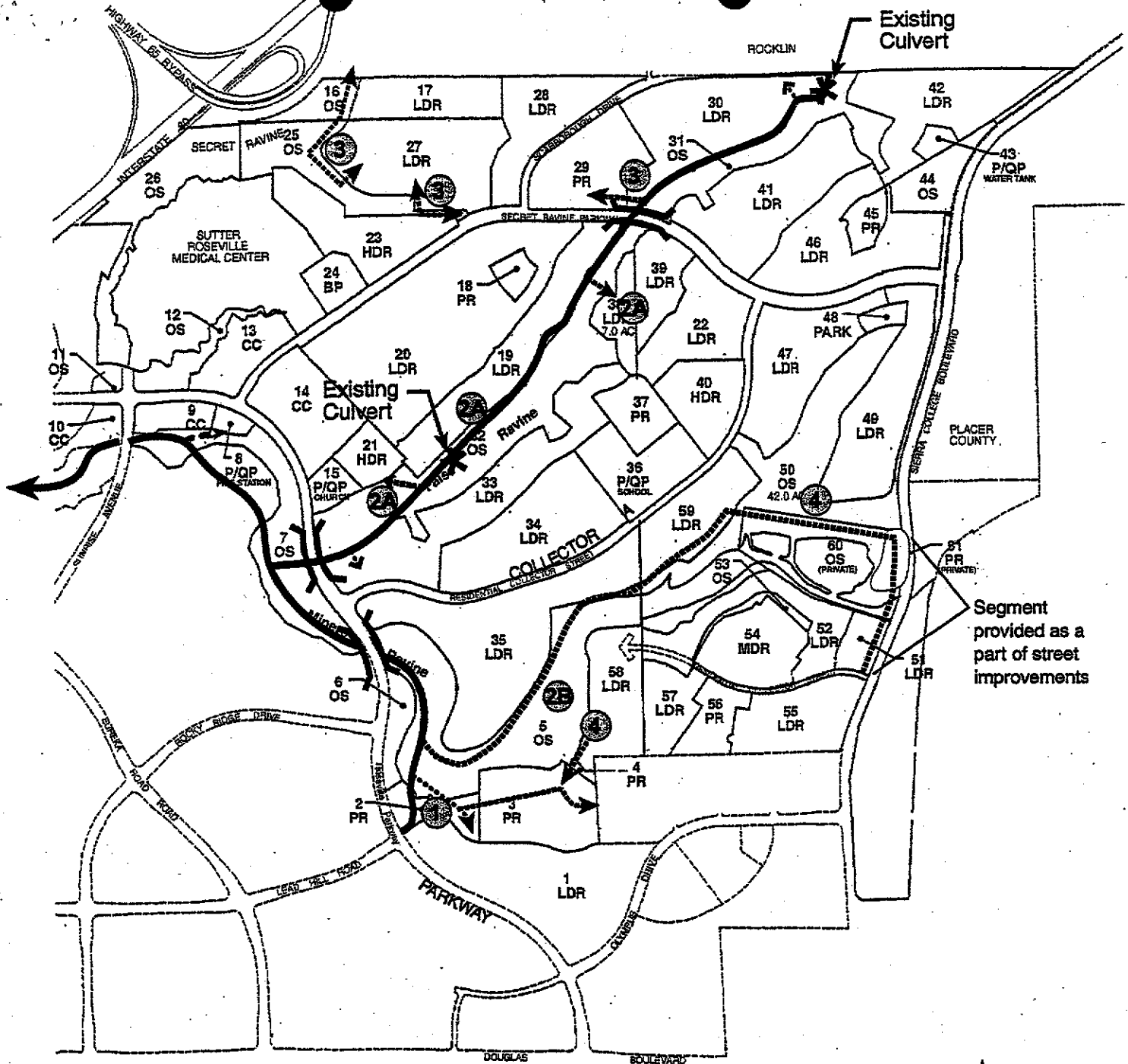
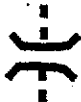


Exhibit B

0529 0000 0019 0026



Phase of trail improvement



Trail Crossing Under road

Existing Class 1 Trail



Trail Crossing of Creek Via Culvert

Future Class 1 Trail

Emergency Access Only

Parcel Specific Trail



North

Note: Parcels 49, 30 and 33 and 38 shall provide connections to adjacent primary trail in conjunction with subdivision improvements.

Exhibit C

STONERIDGE BIKE TRAIL MASTER PLAN
PRELIMINARY OPINION OF PROBABLE COST

Item	Quantity	Unit	Phase	Responsible Party	Excavation	Fills	Shoulders	Culverts	Other	Total
A	False Ravine to Parcel 30	83	Parcel 30	Parcel 30 dev.	1,032.85	1,743.00	332.00			3,107.85
B	False Ravine to Park 29	261	Phase 3	Elliott	3,247.88	5,481.00	1,044.00			9,772.88
C	False Ravine to Parcel 38	262	Parcel 38	Olympus	3,260.33	5,502.00	1,048.00	22,500.00	1,500.00	33,810.33
D	Secret Ravine to Parcel 27	1,468	Phase 3	Elliott	18,267.79	30,828.00	5,872.00	750.00		55,717.79
E	False Ravine to Stone Canyon Dr.	641	Phase 2A	Olympus	7,976.60	13,461.00	2,584.00			24,001.60
F	False Ravine to Parcel 33	91	Parcel 33	Parcel 33 dev.	1,132.40	1,911.00	364.00			3,407.40
G	Parcel 58 to Park 3	135	Parcel 58	Olympus	1,679.94	2,835.00	540.00			5,054.94
H	Miner's Ravine to Park 3	837	Phase 1	Parcel 1 dev.	10,415.63	17,577.00	3,348.00			31,340.63
I	Miner's Ravine thru Parcel 59	4,000	Phase 2B	Elliott	*	84,000.00	16,000.00	*	*	100,000.00
J	Parcel 59 to Dowling	711	Phase 4	Elliott	32,847.68	14,931.00	2,844.00		22,500.00	73,122.68
K	Miner's Ravine SCB thru Dowling	2,618	Phase 4	Elliott	32,578.39	54,978.00	10,472.00	7,500.00		105,528.39
L	SCB Parcel 61 to Road B	1,400	SCB Widening	Elliott	***	11,200.00				11,200.00
Emerg. Only	Miner's Ravine to Parcel 8	500	Phase 2A	Olympus		10,500.00	2,000.00			12,500.00
Class 1 Bicycle Trail Grand Total: \$488,564.49										

* Paving only on top of sewer maintenance road. Excavation, wall and tree mitigation costs are part of sewer installation.

** TBD: Cost responsibility to be determined.

*** Cost to widen 8' sidewalk to 10'

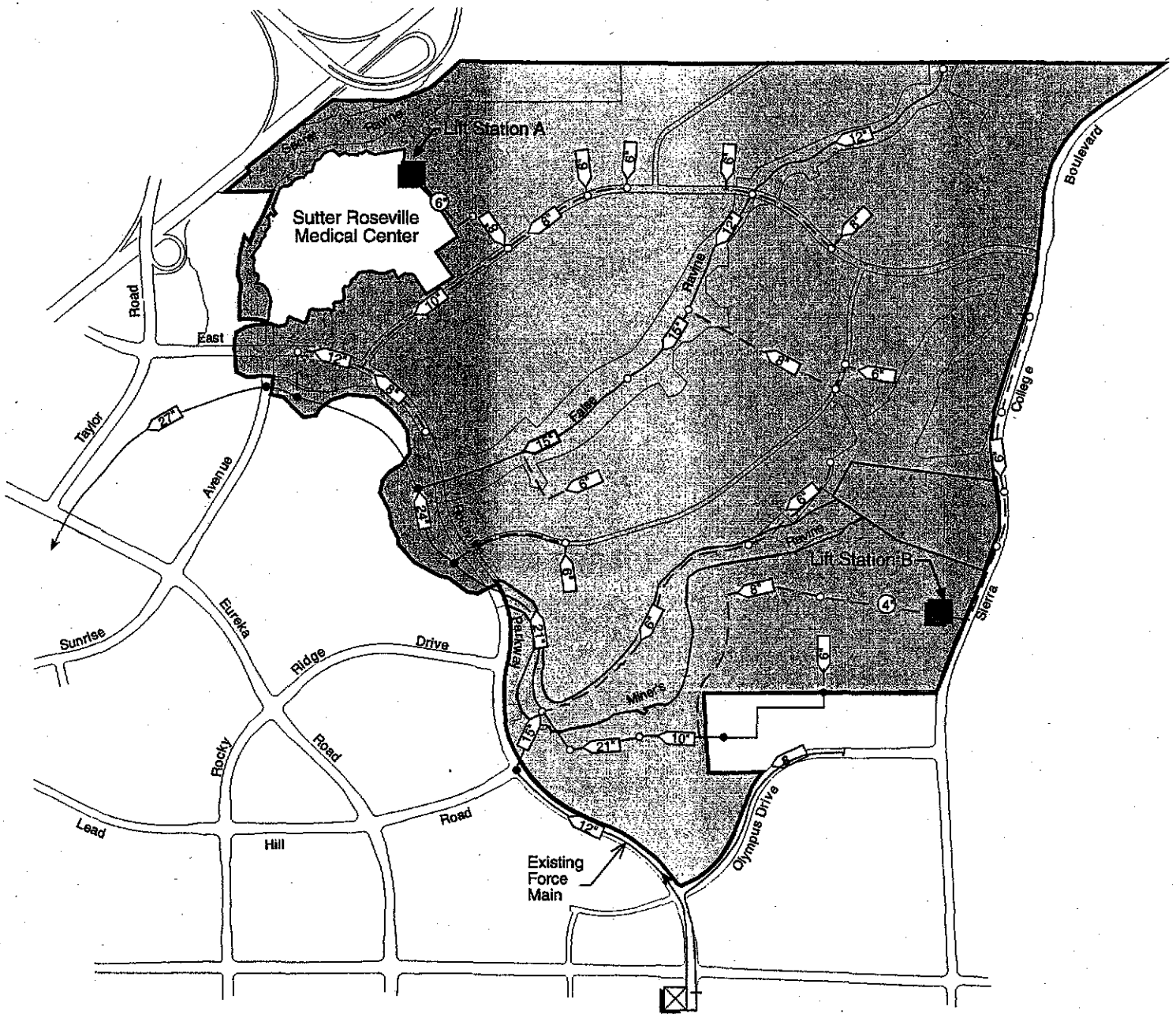
NOTES: Excavation based on cuts and fills assumed at 1.0 feet depth x 28 feet width; equates to roughly one cy per linear foot of trail. Used \$12/cy.

Asphalt section based on 10-foot width at \$2.10/sf for the 2 1/4" section.

Shoulders based on 4-foot width, with 4-inch thickness of assumed AB; cost assumed \$1/sf.

Culverts for Reach C assumed to be 3 ea x 50 feet x 48-inch diameter at \$150/sf.

Culverts for Reach K assumed to be 2 ea x 50 feet x 18-inch diameter at \$75/sf.



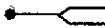




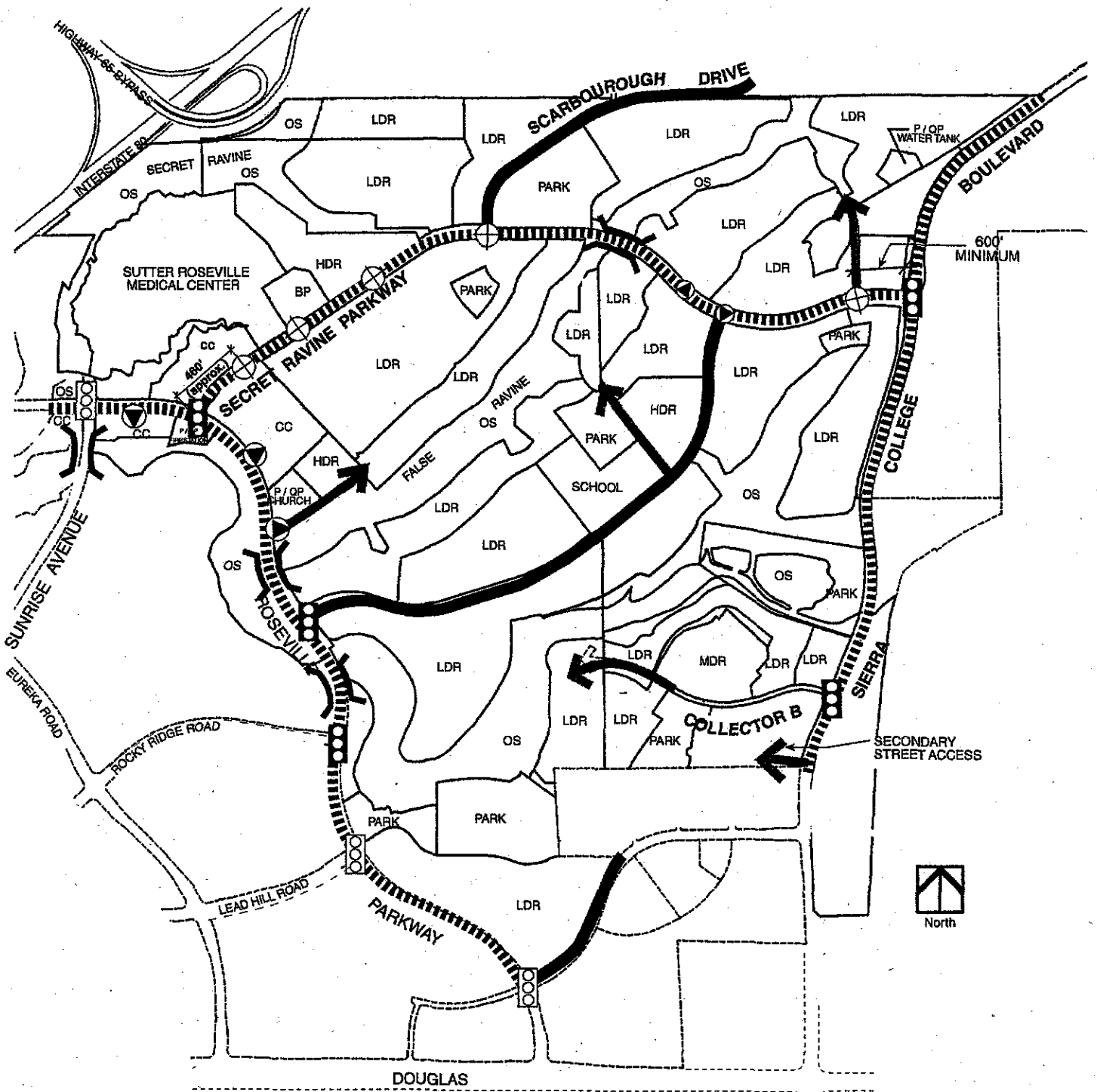
-  Existing Sewer Main
-  Proposed Sewer Main
-  Pipe Size
-  Proposed Lift Station
-  Proposed Force Main



Exhibit G

0523 0000 0019 0029



Note: Larger scale map on file with City.

ACCESS:









-  4-WAY ACCESS
-  LEFT TURN ACCESS
-  2 LANE COLLECTOR STREETS (ACCESS TO BE DETERMINED)
-  LOCAL STREETS (ALIGNMENT TO BE DETERMINED)
-  BRIDGE CROSSING
-  EXISTING SIGNAL
-  PLANNED SIGNAL
-  ARTERIAL STREETS

Exhibit H

0521 0000 0019 0030

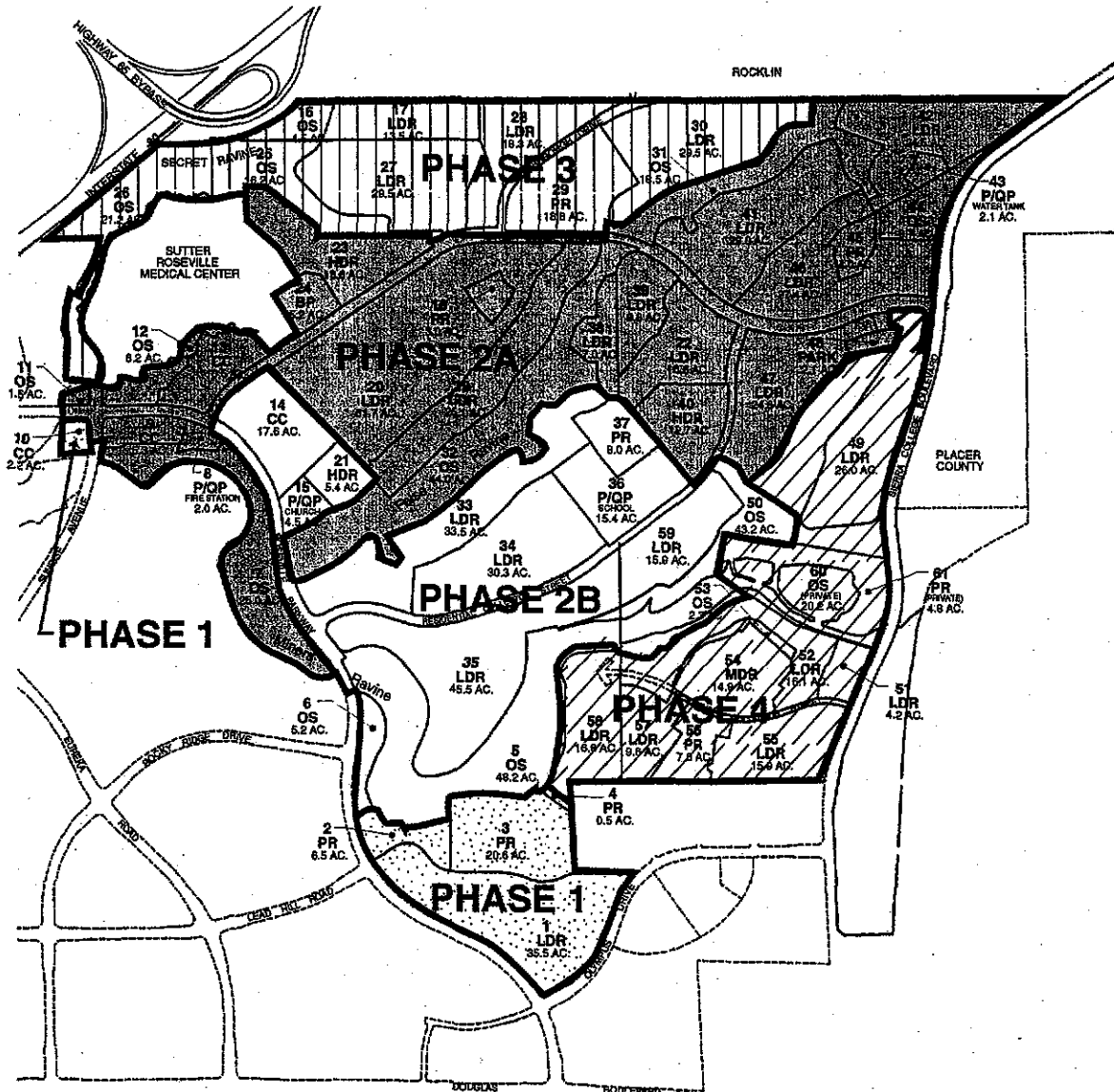


Exhibit I

0521 0000 0019 0030

REVISED EXHIBIT "K"

LANDOWNER ALLOCATION MATRIX FOR STONERIDGE SPECIFIC PLAN IMPROVEMENTS

This Matrix describes the landowners' agreement, based on estimated costs for the specific plan improvements, regarding (i) the allocation between the landowners, based on relative benefit, of the costs for such improvements, (ii) the allocation of construction responsibility for such improvements to balance each landowner's construction responsibility with its share of such improvement costs and (iii) the allocation of the landowner's anticipated reimbursements and/or credits from the City and other agencies for construction of these improvements. The allocations of construction and payment obligations shall be subject to adjustment based on actual bid amounts for the construction of the improvements, in accordance with Section 1.5 of the landowners' cost sharing agreement.

Except as otherwise noted, the improvements listed on the Matrix include all the infrastructure improvements required for development of the Plan Area described in Section 3.9 of the Development Agreement, the park and bike trail improvements described in Section 3.2 of the Development Agreement and miscellaneous funding obligations for studies and facilities described below. The notes correspond to the items listed in the Matrix and describe, in detail, the improvements addressed by the specific line-items, cross-referenced to the applicable sections of the Development Agreement. Where applicable, the notes include the assumptions used for allocating the costs, reimbursements and credits between the Plan Area landowners. The amount of reimbursements and allocation of credits to the respective landowners will be determined in accordance with the applicable provisions of the Development Agreement. For purposes of the Matrix, the landowners have assumed that any credits will be spread approximately 50/50 to each landowner's property; such assumption shall not be binding on the City in its determination of such credits and the applicable fee adjustments with respect thereto.

I. Phase 1 Improvements (Section 3.9.1)

A. Phase 1 Roads

1. Leadhill/Roseville Parkway Signal (3.9.1.A)

Traffic signal on the fourth leg of the intersection of Leadhill Road and Roseville Parkway.

a. Construction and Cost Responsibility: Developer of Parcel 1

b. Credits/Reimbursements: None anticipated

B. Phase 1 Sewer - None

C. Phase 1 Water

2. Parcel 1 Water Line (3.9.1.C)

Twelve-inch (12") water line through Parcel 1 and across park Parcels 3 and 4 to serve future development of Phase 4, in the alignment to be approved by the City.

a. Construction and Cost Responsibility: Developer of Parcel 1

b. Credits/Reimbursements: None anticipated

D. Phase 1 Electric - None

E. Phase 1 Bike Trails

3. Phase 1 Bike Trail (3.9.1.E)

Phase 1 bike trail, connecting the existing bike trail in Parcel 5 and Miner's Ravine through Parcel 2 to the Phase 1 park improvements in Parcel 3.

a. Construction and Cost Responsibility Developer of Parcel 1 (est. \$31,300)

b. Credits/Reimbursements

i. Reimbursement from neighborhood park fees for bike trail improvement

F. Phase 1 Miscellaneous

4. Initial Phase 1 Park Improvements

Park Improvements for Parcels 2, 3 and 4. Rough grade and hydroseed (\$105,000) and install frontage improvements (\$55,726) for initial park, install balance of frontage improvements for Parcels 2, 3 and 4 (\$146,549) and pay an additional amount (\$180,274.60) as advance financing for construction of improvements by City for the initial park (Section 3.2.4). City to construct balance of park improvements (est. \$1,410,238.40).

a. Construction and Cost Responsibility: Developer of Parcel 1

b. Credits/Reimbursements:

i. Full Credit for Parcel 1 development against neighborhood park fee for initial phase park and frontage improvements (\$160,726), remaining frontage improvements (\$146,549) and additional payment (\$180,274.60).

ii. Reimbursement from neighborhood park fees shall be paid to the Developer of Parcel 1 for the cost of the additional frontage improvements, up to, but not in excess of, \$146,549.

II. Phase 2A Improvements (Section 3.9.2)

A. Phase 2A Roads

5. Roseville Parkway (3.9.2.A.i)

Full street section of Roseville Parkway (six lanes), including frontage improvements on both sides of Roseville Parkway, sidewalk and landscaping adjacent to open space, landscaped median, and all in-street utilities and ancillary storm drainage improvements, from Sunrise Avenue to Secret Ravine Parkway.

- a. Construction Responsibility: Olympus, subject to reimbursement by Elliott for its applicable share of the costs of design and construction.
- b. Cost Sharing: Median curb and center four lanes (48') of pavement are allocated 50/50 to Elliott and Olympus; excavation, median landscaping, drainage, sewer and streetlights are allocated three-tenths (3/10) to Elliott and seven-tenths (7/10) to Olympus; and joint trench, frontage curb and frontage lanes (32') of pavement are allocated 100% to Olympus (overall allocation approximately \$463,500 to Olympus and \$138,130 to Elliott)
- c. Credits/Reimbursements:
 - i. Reimbursement from Traffic Mitigation Fee ("TMF") for center lanes and median curb (est. \$185,000) to be paid 50% to Elliott and 50% to Olympus.

6. Secret Ravine Parkway (3.9.2.A.ii)

Full street section (four lanes), including four-lane bridge over False Ravine, frontage improvements on both sides of Secret Ravine Parkway, landscaped median (provided center median shall provide gaps where median cuts are reserved), and all in-street utilities and ancillary storm drainage improvements from Roseville Parkway to Sierra College Boulevard and bridge structures, as appropriate, including bike trail facilities underneath any such structures, as required by City.

- a. Construction Responsibility.
 - i. Elliott: False Ravine Bridge and all Secret Ravine Parkway improvements from the bridge to Sierra College Boulevard (est. \$700,000 for bridge and \$1,485,000 for Stoneridge east of the bridge)
 - ii. Olympus: All Secret Ravine Parkway improvements to the western boundary of the False Ravine Bridge, excluding the bridge (est. \$2,970,000)
- b. Cost Sharing: Median curb and center two lanes (24') of pavement are allocated 50/50 (est. \$405,000 to each landowner); bridge is allocated 50/50 (est. \$350,000 to each landowner); and frontage costs are allocated 100% to the landowners based on their respective ownership of property fronting Stoneridge (est. \$1,713,000 to Olympus and \$1,932,000 to Elliott, respectively, for frontage costs)
- c. Credits/Reimbursements:
 - i. Credits against TMF for the center two lanes and median curb (est. \$810,000) will be spread over the entire Plan Area.
 - ii. Credits against TMF for the bridge (est. \$700,000) will be spread over the entire Plan Area.

- iii. Reimbursement from city-wide park fees for the park frontage cost (est. \$115,000) will be paid entirely to Elliott, notwithstanding the construction thereof by Olympus, subject to agreement with the City regarding the timing of such reimbursement.

7. Sierra College (3.9.2.A.iii)

Full street section (four lanes), including full 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 Secret Ravine Parkway 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

8. Alexandra Drive (3.9.2.A.iv)

Full street section, frontage improvements on both sides of Alexandra Drive, and all in-street utilities (including water lines and ancillary storm drainage improvements), from Secret Ravine Parkway to south boundary of Parcel 40.

- a. Construction and Cost Responsibility: Elliott (est. \$976,000)
- b. Credits/Reimbursements: None anticipated.

9. Signals - Roseville Parkway/Sunrise; Roseville Parkway/Stoneridge; Sierra College/Stoneridge (3.9.2.A.v)

Signal conduit, poles, signal lights, loops and appurtenances for new signals at intersection of Secret Ravine Parkway and Sierra College (est. \$150,000), reconstruction of existing signal at North Sunrise and Roseville Parkway (est. \$70,000) and signal conduit, loops and appurtenance for future signal at intersection of Secret Ravine Parkway and Roseville Parkway (est. \$70,000).

- a. Construction Responsibility.
 - i. Elliott: Sierra College/Stoneridge signal improvements (est \$150,000)
 - ii. Olympus: Roseville Parkway/North Sunrise and Roseville Parkway/Stoneridge signal improvements (est. \$140,000)
- b. Cost Sharing: Costs are allocated 50/50 between Elliott (\$145,000) and Olympus (\$145,000), based on signals being fully creditable

c. Credits/Reimbursements:

- i. Credits against the TMF for signal improvements will be spread over the entire Plan Area (est. \$290,000).

B. Phase 2A Sewer

10. 8" Sewer Line in Stoneridge East of False Ravine (3.9.2.B.i)

Eight-inch (8") sewer line to be located within Secret Ravine Parkway from the collection point located approximately 900 feet west of Alexandra Drive to the existing False Ravine sewer line.

a. Construction and Cost Responsibility: Elliott

b. Credits/Reimbursements: None anticipated.

11. 8", 10" and 12" Sewer Lines in Stoneridge and Roseville Parkway (3.9.2.B.ii, iii, iv and v)

Eight-inch (8") sewer line to be located within Secret Ravine Parkway from approximately 300 feet west of the intersection with Scarborough Drive to approximately the eastern boundary of Parcel 13; and

Ten-inch (10") sewer line to be located within Secret Ravine Parkway from approximately the eastern end of Parcel 13 to Roseville Parkway; and

Twelve-inch (12") sewer line to be located within Roseville Parkway from the intersection of Secret Ravine Parkway, west to a point of diversion located approximately 100 feet east of Sunrise Avenue and then south therefrom to connect to the existing Miner's Ravine sewer line; and

Eight-inch (8") sewer line from the southern portion of Parcel 19 extending through Parcels 21 and 15, then along Roseville Parkway to the False Ravine sewer crossing at Roseville Parkway.

a. Construction and Cost Responsibility: Olympus

b. Credits/Reimbursements: None anticipated.

12. 6" and 8" Sewer Lines From Parcel 47, Along Alexandra Drive and Parcels 36 and 37 to False Ravine (3.9.2.B.vi and vii)

Six-inch (6") sewer line to be located within Alexandra Drive from the southern boundary of Parcel 47 to approximately the northern boundary of Parcel 36 (cost included within cost of Alexandra Drive)

Eight-inch (8") sewer line from the southern boundary of Parcel 40 along the northern boundary of Parcels 36, 37 and 38 to the False Ravine sewer.

a. Construction and Cost Responsibility: Elliott

b. Credits/Reimbursements: None anticipated.

12A. Sewer Lift Station (3.9.2.B.viii)

Sewer lift station and force main through Parcel 23 to serve Parcels 17, 23 and 27.

- a. Construction Responsibility: Olympus (est. \$160,000)
- b. Cost Sharing: Based on relative benefit, costs initially allocated 41% to Developer of Parcel 23 and 59% to Developer of Parcel 27.
- c. Credits/Reimbursements: None anticipated. Parcel 17 benefits from improvement, but is located outside of the Plan Area. Relative share, based on benefit, would be 29%. Reimbursement from Parcel 17 subject to City obtaining payment from any future development thereof. Any such reimbursement shall be paid, pro rata, to Developers of Parcel 23 and 27.

C. Phase 2A Water

13. 48" Water Main (3.9.2.C.i and 3.9.3.C.i)

Forty-eight inch (48") water line from the dual purpose pump station to Rocky Ridge Drive, to be located within Roseville Parkway.

- a. Construction and Cost Responsibility: Olympus (est. \$1,125,000). The entire facility will be bid and constructed as one project, notwithstanding its phased description in the Development Agreement. Olympus to use it best efforts, subject to applicable force majeure, to complete such improvements by Summer 1999.
- b. Credits/Reimbursements:
 - i. Reimbursement from the city's general water fund for the facility will be paid entirely to Olympus.

14. 36" Water Main (3.9.2.C.ii)

Thirty-six inch (36") water line from the dual purpose pump station to new 10 million gallon reservoir, along Secret Ravine Parkway and within alignment for Scarborough Drive. Additional design work regarding appropriate depth of line within Secret Ravine Parkway and appropriate alignment within Scarborough, to be incorporated into City's design of facility, will be prepared by landowners.

- a. Construction and Cost Responsibility: Olympus (est. \$1,280,000 for construction). Additional landowner design to be shared 50/50 between Elliott and Olympus.
- b. Credits/Reimbursements:
 - i. Reimbursement from the city's general water fund for cost of improvement (excluding landowner design costs) to be paid entirely to Olympus.

15. 24" Water Main (3.9.2.C.iii)

Twenty-four-inch (24") water line from the dual purpose pump station to the Pressure Zone 2 reservoir tank site, to be located within Secret Ravine Parkway and then within subdivision streets within Parcels 41 and 46 from Secret Ravine Parkway to the tank site.

a. Construction Responsibility.

- i. Elliott: Portion of the waterline from and across the bridge to the tank site (est. \$432,000)
- ii. Olympus: Portion of the waterline from the pump station to the western edge of the False Ravine Bridge (est. \$648,000)

b. Cost Sharing: Based on relative Zone 2 benefit, costs allocated 35% to Elliott (\$378,000) and 65% to Olympus (\$702,000)

c. Credits/Reimbursements:

- i. Credits against the special Zone 2 water fee for the cost of the facility shall be spread over the Zone 2 portion of the Plan Area (35% to Elliott and 65% to Olympus, based on relative Zone 2 benefit).

16. 12" Zone 2 Water Line and Intertie (3.9.2.C.iv and v)

Twelve-inch (12") water line to be located within Alexandra Drive, from the intersection of Secret Ravine Parkway to the south boundary of Parcel 40; and

Inter-tie between the PCWA Pressure Zone 3 system and the Pressure Zone 2 reservoir tank, which inter-tie shall be located near the tank, subject to approval of the City.

a. Construction and Cost Responsibility: Elliott

b. Credits/Reimbursements: None anticipated.

17. Reservoir Grading (3.9.2.C.vi)

Rough grade Parcel 43 (tank site) to a base elevation of 420 feet above mean sea level or as otherwise determined by City prior to grading.

a. Construction and Cost Responsibility: Elliott (est. \$130,000). Site to be graded in connection with Elliott's construction of the 24" water line to the site.

b. Credits/Reimbursements:

- i. Reimbursement from city's general water fund for rough grading shall be paid entirely to Elliott.

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18. Booster Pump Station (3.9.2.C.vii)

Pressure Zone 3 booster pump station to be located near the City's existing Pressure Zone 1 water reservoir and planned 10 million gallon reservoir.

- a. Construction Responsibility. Elliott (est. \$700,000)
- b. Cost Sharing: Based on relative Zone 3 benefit, costs allocated 80% to Elliott and 20% to Olympus.
- c. Credits/Reimbursements:
 - i. Credits against the PCWA connection fee, subject to agreement therewith, shall be spread over the Zone 3 portion of the Plan Area (80% to Elliott and 20% to Olympus, based on relative Zone 3 benefit). No reimbursement or credit will be due from or given by City.

19. 20" Zone 3 Water Lines 3.9.2.C.viii and ix)

Twenty-inch (20") water line to be located within the right-of-way for Sierra College Boulevard from the existing PCWA water line in Sierra College to Secret Ravine Parkway; and

Twenty-inch (20") water supply line through the Highlands Project in the City of Rocklin to the planned 10 million gallon reservoir, if not previously constructed with the development of such project.

- a. Construction and Cost Responsibility: Elliott
- b. Credits/Reimbursements: None anticipated.

20. 16" Water Line - Secret Ravine Parkway (3.9.2.C.x)

Sixteen-inch (16") water line to be located within Secret Ravine Parkway from the intersection of Secret Ravine Parkway and Sierra College Boulevard to the southeast boundary of Parcel 29.

- a. Construction Responsibility. Elliott (est. \$640,000)
- b. Cost Sharing: Based on relative Zone 3 benefit, costs allocated 80% to Elliott and 20% to Olympus.
- c. Credits/Reimbursements: None anticipated.

21. 12" Zone 3 Water Lines 3.9.2.C.xi and xii)

Twelve-inch (12") water line to be located within Alexandra Drive, from the intersection of Secret Ravine Parkway to the south boundary of Parcel 40; and

Twelve-inch (12") water line along the northern boundary of the Plan Area from the Pressure Zone 3 booster pump station to the existing PCWA water line in Sierra College.

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- a. Construction and Cost Responsibility: Elliott
- b. Credits/Reimbursements: None anticipated.

D. Phase 2A Electric

22. Leadhill Joint Trench (3.9.2.D.i)

Extension of electric facilities to be located within joint trench along Rocky Ridge Drive from City's Hardrock Substation to Roseville Parkway.

- a. Construction Responsibility. Elliott (est. \$500,000), anticipated as a payment to cause such construction by City Electric Department
- b. Cost Sharing: Allocated 50% to Elliott and 50% to Olympus
- c. Credits/Reimbursements: None anticipated.

23. Extension of Temporary Electric Lines (3.9.2.D.ii and iii)

Extension of two (2) temporary electric lines from the intersection of Rocky Ridge Drive and Roseville Parkway, one to be located along Roseville Parkway on temporary poles to the intersection of Roseville Parkway and Secret Ravine Parkway and the other to be located on such temporary poles from the intersection of Rocky Ridge Drive and Roseville Parkway to Alexandra Drive; and

Extension of temporary electric facilities to be located within the right-of-way for Alexandra Drive from the intersection of Roseville Parkway and Alexandra Drive to the southern boundary of Parcel 40.

- a. Construction Responsibility. Elliott (est. \$150,000), anticipated as a payment to cause such construction by City Electric Department
- b. Cost Sharing: Allocated \$22,700 to Elliott and \$127,300 to Olympus
- c. Credits/Reimbursements: None anticipated.

24. Joint Trench and Street Lights (3.9.2.D.iv) - Landowner who is responsible for applicable roadway will install with such road construction; no credit or reimbursement anticipated.

E. Phase 2A Bike Trails

25. False Ravine Bike Trail (3.9.2.E.i)

Pavement of the existing maintenance road through False Ravine from the existing Miner's Ravine trail to the Roseville/Rocklin border, to bike trail standards in accordance with the deferred improvement agreement related thereto.

- a. Construction Responsibility: Elliott (est. \$120,000) 0040

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b. Credits/Reimbursements: None anticipated

31. Fencing for Parcel 44 (3.9.2.F.ii)

Post and cable fencing around the perimeter of Parcel 44.

a. Construction and Cost Responsibility: Elliott

b. Credits/Reimbursements: None anticipated

32. Payment for Miner's Ravine Bike Trail Reconstruction (3.2.4)

When required under Development Agreement, Plan Area landowners to pay for portion of Miner's Ravine bike trail reconstruction, up to a total of \$250,000.

a. Payment Responsibility. Elliott and Olympus to each pay 50% of the Plan Area's reconstruction share, up to, but not in excess of, \$125,000 each

b. Cost Sharing: Allocated 50% to Elliott and 50% to Olympus

c. Credits/Reimbursements: None anticipated.

33. Parcel 18 Park Improvements.

Park facilities to be constructed and improved according to a plan to be prepared by landowner and approved by City.

a. Construction and Cost Responsibility. Olympus (est. \$421,347)

i. Option to either design and construct these park improvements, or pay a lump sum therefor, to be determined on or before issuance of 1st building permit in Parcel 20, with payment due or construction plans submitted, as applicable, by the 100th building permit in Parcel 20 and commencement of construction, if applicable, by the 175th building permit in Parcel 20.

b. Credits/Reimbursements

i. Full Credit against neighborhood park fee, from and after payment of the park fee for the first 100 building permits within Parcel 20, for all subsequent units within Parcel 20.

34. Parcel 45 Park Improvements.

Park facilities to be constructed and improved according to a plan to be prepared by landowner and approved by City.

a. Construction and Cost Responsibility Elliott (est. \$442,589)

i. Completed plans for design of park facilities to be submitted prior to issuance of 100th cumulative building permit for Parcels 41, 42 and 46

- ii. Construction of park facilities to be commenced prior to issuance of 175th cumulative building permit for Parcels 41, 42 and 46

- b. Credits/Reimbursements

- i. Credits for improvements have been incorporated into Elliott's neighborhood park fee.

35. Parcel 48 Park Improvements.

Park facilities to be constructed and improved according to a plan to be prepared by landowner and approved by City.

- a. Construction and Cost Responsibility Elliott (est. \$306,246)

- i. Completed plans for design of park facilities to be submitted prior to issuance of 75th cumulative building permit for Parcels 47 and 49
 - ii. Construction of park facilities to be commenced prior to issuance of 150th cumulative building permit for Parcels 47 and 49

- b. Credits/Reimbursements

- i. Credits for improvements have been incorporated into Elliott's neighborhood park fee.

III. Phase 2B Improvements (Section 3.9.3)

A. Phase 2B Roads

36. Roseville Parkway (3.9.3.A.i)

Full street section of Roseville Parkway (six lanes), including frontage improvements on both sides of Roseville Parkway, landscaped median, all in-street utilities and ancillary storm drainage improvements, sidewalk and landscaping adjacent to open space, from Secret Ravine Parkway to Rocky Ridge Drive, inclusive of Miner's Ravine and False Ravine Bridges and bike trail undercrossings.

- a. Construction Responsibility: Olympus, subject to reimbursement by Elliott for its applicable share of the costs of design and construction.

- b. Cost Sharing: Median curb, center four lanes (48') of pavement and bridges are allocated 50/50 to Elliott and Olympus; excavation, median landscaping, drainage, sewer and streetlights are allocated three-tenths (.3) to Elliott and seven-tenths (.7) to Olympus; and joint trench, frontage curb and frontage lanes (32') of pavement are allocated 100% to Olympus (overall allocation approximately \$3,964,500 to Olympus and \$3,084,870 to Elliott)

- c. Credits/Reimbursements:

- i. Reimbursement from Traffic Mitigation Fee ("TMF") for bridges, center lanes and median curb (est. \$3,923,000) to be paid 50% to Elliott and 50% to Olympus.

- ii. Reimbursement by City for the cost of the frontage improvements along Parcel 15 of the Northeast Roseville Specific Plan (est. \$100,000), to be collected by City upon development thereof, shall be paid entirely to Olympus.

37. Alexandra Drive (3.9.3.A.ii)

Full street section, including frontage improvements, and all in-street utilities and ancillary storm drainage improvements, from Parcel 40 to intersection with Roseville Parkway.

a. Construction Responsibility.

- i. Elliott: All Alexandra Drive improvements from Parcel 40 to Parcel 36, including school site frontage improvements (est. \$410,000). Construction of school site frontage may be accelerated in advance of Phase 2B upon request of School District, in accordance with school mitigation agreement

- ii. Olympus: All Alexandra Drive improvements from Parcel 36 to Roseville Parkway (est. \$1,142,000)

- b. Cost Sharing: Each landowner solely responsible for cost of portion of Alexandra Drive to be constructed thereby

c. Credits/Reimbursements:

- i. No credits or reimbursements anticipated from the City. School District to reimburse Elliott for cost of frontage improvements (est. \$205,000), in accordance with school mitigation agreement.

38. Signals - Roseville Parkway/Alexandra Drive; Roseville Parkway/Rocky Ridge (3.9.3.A.iii)

Signal conduit, poles, signal lights, loops and appurtenances for new signal at Roseville Parkway and Alexandra Drive (est. \$150,000), balance of signal improvements, including poles and signal lights, at intersection of Roseville Parkway and Secret Ravine Parkway (est. \$80,000) and construction of balance of signal improvements at Roseville Parkway and Rocky Ridge Drive (est. \$80,000).

- a. Construction Responsibility. Olympus (est. \$310,000)

- b. Cost Sharing: Costs are allocated 50/50 between Elliott (\$155,000) and Olympus (\$155,000)

c. Credits/Reimbursements:

- i. Credits against the TMF for signal improvements will be spread over the entire Plan Area.

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B. Phase 2B Sewer

39. Miner's Ravine Sewer Line (3.9.3.B.i)

Six-inch (6") sewer line to be located within Miner's Ravine from the existing 21" sewer line to approximately the southeast corner of Parcel 59.

- a. Construction Responsibility: Elliott (est. \$300,000)
- b. Cost Sharing: Based on relative benefit, costs allocated 100% to Elliott for portion serving only Parcel 59 and costs allocated 44% to Developer of Parcel 35 and 56% to Elliott for balance of line serving Parcels 35 and 59.
- c. Credits/Reimbursements: None anticipated.

40. 6" Sewer Line Within Alexandra Drive to Roseville Parkway (3.9.3.B.ii)

Six-inch (6") sewer line to be located within Alexandra Drive and Roseville Parkway, beginning from a point approximately 600 feet east of the intersection of Roseville Parkway and Alexandra Drive to the False Ravine sewer line crossing at Roseville Parkway (cost included within costs for Alexandra Drive and Roseville Parkway).

- a. Construction and Cost Responsibility: Olympus
- b. Credits/Reimbursements: None anticipated.

C. Phase 2B Water

41. 48" Water Line Within Roseville Parkway (3.9.3.C.i) - Addressed by Item 13 above.

42. 16" Water Line Within Roseville Parkway (3.9.3.C.ii)

Sixteen-inch (16") water line to be located within Roseville Parkway from Secret Ravine Parkway to Rocky Ridge Drive. Best efforts to be used, subject to applicable force majeure, to complete such line by Summer 1999.

- a. Construction Responsibility. Olympus (est \$360,000)
- b. Cost Sharing: Based on relative Zone 2 benefit, costs allocated 35% to Elliott (\$126,000) and 65% to Olympus (\$234,000)
- c. Credits/Reimbursements: None anticipated.

43. 12" Zone 2 Water Line in Alexandra Drive (3.9.3.C.iii)

Twelve-inch (12") water line to be located within Alexandra Drive from southern boundary of Parcel 40 to Roseville Parkway (costs included within cost of Alexandra Drive)

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- a. Construction Responsibility.
 - i. Elliott: Portion of line from Parcel 40 to Parcel 36.
 - ii. Olympus: Portion of line from Parcel 36 to Roseville Parkway
- b. Cost Sharing: Each landowner solely responsible for cost of portion of water line to be constructed thereby
- c. Credits/Reimbursements: None anticipated

44. 12" Zone 2 Water Line in Parcel 33 (3.9.3.C.iv)

Twelve-inch (12") water line to be looped within and serve Parcel 33, to be constructed with the subdivision improvements for such Parcel.

- a. Construction and Cost Responsibility: Developer of Parcel 33
- b. Credits/Reimbursements: None anticipated.

45. 12" Zone 3 Water Line in Alexandra Drive and Parcels 34, 36, 37 and 40 (3.9.3.C.v)

Twelve-inch (12") water line to be located within Alexandra Drive from southern boundary of Parcel 40 to southern boundary of Parcel 34, with a loop back through Parcels 34, 36, 37 and 40 to 16" Pressure Zone 3 water line constructed in Secret Ravine Parkway as part of Phase 2A, to be constructed with the subdivision improvements for such Parcels.

- a. Construction and Cost Responsibility:
 - i. Elliott: Portion of line from Parcel 40 to Parcel 36.
 - ii. Olympus: Portion of line from Parcel 36 to southern boundary of Parcel 34
 - iii. Developer of Parcels 34, 36, 37 and 40: Portion of loop to be installed with subdivision improvements
- b. Credits/Reimbursements: None anticipated.

46. 16" Zone 3 Water Line Through Parcels 30 and 31 (3.9.3.C.vi)

Sixteen-inch (16") water line to be located through Parcels 30 and 31 from the new Pressure Zone 3 Booster pump station to Secret Ravine Parkway to connect with the Pressure Zone 3 16" water line.

- a. Construction and Cost Responsibility: Elliott
- b. Credits/Reimbursements: None anticipated.

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a. Construction and Cost Responsibility: Elliott (est. \$860,000)

b. Credits/Reimbursements:

- i. Reimbursement from city-wide park fees for the park frontage cost (est. \$150,000) will be paid entirely to Elliott, subject to agreement with the City.

53. [Reserved]

B. Phase 3 Sewer

54. [Moved to Item 12.A Above; Section Reserved]

C. Phase 3 Water

55. 12" Zone 2 Water Line in Scarborough Drive (3.9.4.C.i)

Twelve-inch (12") water line to be located within Scarborough Drive from Secret Ravine Parkway to planned 10 million gallon reservoir and pressure reducing station within Scarborough Drive approximately at the northern boundary of Parcel 29.

a. Construction and Cost Responsibility. Elliott

b. Credits/Reimbursements: None anticipated

56. 12" Zone 2 Water Line in Phase 3 (3.9.4.C.ii)

Twelve-inch (12") water line from 12" water line in Scarborough Drive through Parcels 28, 27, 25, 24 and 23 to 24" water line in Secret Ravine Parkway, to be constructed with the subdivision improvements for such Parcels. Stubs to be provided to allow loop to be constructed within Parcel 17.

a. Construction Responsibility.

i. Elliott: Portion of line from Scarborough Drive through Parcels 28, 27 and 25.

ii. Olympus: Portion of line from Secret Ravine Parkway through Parcels 23 and 24.

b. Cost Sharing: Each landowner solely responsible for cost of portion of water line to be constructed thereby

c. Credits/Reimbursements: None anticipated

D. Phase 3 Electric

57. Joint Trench and Street Lights (3.9.4.D.i) - Elliott to install with applicable roadway improvements; no credit or reimbursement anticipated.

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E. Phase 3 Bike Trails

58. False Ravine and Secret Ravine Parkway Connections (3.9.4.E.i and ii)

Connection from False Ravine trail to Park Parcel 29.

Connection from Secret Ravine Parkway through Parcel 25 and Parcel 27 to north boundary of Parcel 25, linking through a subdivision street in Parcel 27.

- a. Construction and Cost Responsibility: Elliott (est. \$65,500)
- b. Credits/Reimbursements: Reimbursement from neighborhood park fees for bike trail improvements.

59. Parcel Specific Link to False Ravine

Connection of Parcel 30 to the False Ravine trail, to be designed and constructed as part of the subdivision improvements for Parcel 30.

- a. Construction and Cost Responsibility: Developer of Parcel 30
- b. Credits/Reimbursements: None anticipated

F. Phase 3 Miscellaneous Improvements

60. Park Parcel 29

Additional park frontage improvements along eastern boundary of Parcel 29 (est. \$50,000) and demolition of the existing reservoir, rough grading of site and installation of water conveyance facilities from the existing Boardman Canal (est. \$300,000). City to construct balance of park improvements (est. \$1,741,168).

- a. Construction and Cost Responsibility: Elliott (est. \$350,000 for additional frontage, demolition, rough grading and water conveyance facilities)
- b. Credits/Reimbursements:
 - i. Reimbursement from city-wide park fees for improvements installed by Elliott, subject to agreement with the City.

V. Phase 4 Improvements (Section 3.9.5)

A. Phase 4 Roads

61. Signal - Sierra College/Collector B (3.9.5.A.i)

Signal conduit, poles, signal lights, loops and appurtenances at intersection of Sierra College and Collector B.

- a. Construction Responsibility. Elliott (est. \$150,000)
- b. Cost Sharing: Costs are allocated 50/50 between Elliott (\$75,000) and Olympus (\$75,000)
- c. Credits/Reimbursements:
 - i. Credits against the TMF for signal improvements will be spread over the entire Plan Area

62. Sierra College (3.9.5.A.ii)

Full street section (four lanes), including full 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 Secret Ravine Parkway 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 (as part of the bike trail improvements described in Item 70 below) 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 .
 - ii. Reimbursement from neighborhood park fees for 2' of the 10' sidewalk improvements (pursuant to Item 70 below).
 - iii. Reimbursement from owner of Parcels 60 and 61 for frontage improvements, excluding 2' of the 10' sidewalk improvements financed by park fee, upon development of Parcel 60.

63. Collector B (3.9.5.A.iii)

Full street section, frontage improvements on both sides of Collector B and all in-street utilities and ancillary storm drainage improvements, from Sierra College Boulevard to west boundary of Parcel 54 and internal subdivision street access through Parcel 57 to Parcel 58, subject to City approval.

- a. Construction and Cost Responsibility: Elliott (\$703,000)
- b. Credits/Reimbursements: None anticipated

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B. Phase 4 Sewer

64. 8" Sewer Line (3.9.5.B.i)

Eight-inch (8") sewer line within Collector B, through Parcel 57, Parcel 58 and Miner's Ravine, to the existing sewer line in Parcel 3.

- a. Construction Responsibility: Elliott
- b. Cost Sharing: Elliott solely responsible for cost of line within Collector B and through Parcel 57 and Olympus solely responsible for cost of line through Parcel 58. Costs for line through ravine are allocated based on relative benefit, 75% to Elliott (est. \$56,100) and 25% to Olympus (est. \$18,700)
- c. Credits/Reimbursements: None anticipated

65. 6" Sewer Line, Pump Station and Force Main (3.9.5.B.ii and iii)

Six-inch (6") sewer line within Sierra Collège Boulevard from Parcel 49 to the pump station near Parcel 51.

Pump station near the southeast corner of Parcel 51 and force main to the 8" sewer line in Collector B.

- a. Construction and Cost Responsibility: Elliott (est. \$160,000)
- b. Credits/Reimbursements: None anticipated.

C. Phase 4 Water

66. 12" Zone 2 Water Line in Sierra College and Zone 3 Water Line in Parcel 49 (3.9.5.C.i and iii)

Twelve-inch (12") water line in Sierra College Boulevard from Olympus Drive to Collector B.

Twelve-inch (12") water line from Secret Ravine Parkway near the northwest corner of Parcel 49 to Sierra College near the southeast corner of Parcel 49 to create a loop through Parcel 49, to be constructed with the subdivision improvements for such Parcel.

- a. Construction and Cost Responsibility: Elliott
- b. Credits/Reimbursements: None anticipated

67. 12" Zone 2 Water Line in Collector B to Phase 1 (3.9.5.C.ii)

Twelve-inch (12") water line within Collector B with loop through Parcels 57 and 58 to Phase 1.

- a. Construction and Cost Responsibility:
 - i. Elliott: Portion of line in Collector B and through Parcel 57.

ii. Olympus: Portion of line from Parcel 57, through Parcel 58 to Phase 1

b. Credits/Reimbursements: None anticipated.

D. Phase 4 Electric

68. Joint Trench and Street Lights (3.9.4.D.i) - Elliott to install with applicable roadway improvements; no credit or reimbursement anticipated.

E. Phase 4 Bike Trails

69. Connection from Parcel 58 to Parcel 3 (3.9.5.E.i)

Connection of Parcel 58 to Parcel 3, through Parcel 4, which connection shall also provide emergency access to Phase 4

a. Construction and Cost Responsibility: Olympus (est. \$5,000)

b. Credits/Reimbursements:

i. Reimbursement from neighborhood park fees for bike trail improvement

70. Extension of Miner's Ravine Bike Trail (3.9.5.E.ii)

Extension of the Miner's Ravine Bike Trail from approximately the southeast corner of Parcel 59 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.

a. Construction and Cost Responsibility: Elliott (est. \$189,800).

b. Credits/Reimbursements:

i. Reimbursement from neighborhood park fees for bike trail improvements, including cost for 2' of 10' of sidewalk along Sierra College Boulevard

71. [Reserved]

E. Miscellaneous Phase 4 Improvements

72. Parcel 56 Park Improvements.

Park facilities to be constructed and improved according to a plan to be prepared by landowner and approved by City.

a. Construction and Cost Responsibility Elliott (est. \$383,180)

i. Completed plans for design of park facilities to be submitted prior to issuance of 75th cumulative building permit for Parcels 51, 52, 54, 55 and 57

ii. Construction of park facilities to be commenced prior to issuance of 175th cumulative building permit for Parcels 51, 52, 54, 55 and 57

b. Credits/Reimbursements

i. Credits for improvements have been incorporated into Elliott's neighborhood park fee.

VI. Miscellaneous Obligations Independent of Phasing

73. Payment for Miner's Ravine Detention Basin (3.5.5)

If and when required, Elliott and Olympus shall each pay up to \$500,000 each, less the applicable amount of drainage fees then paid through development of each landowner's property, for advance funding of the Miner's Ravine Detention Basin. Credits against the City's drainage fee shall be provided for any such advance funding, spread over the each landowner's remaining undeveloped property within the Plan Area.

74. Miscellaneous Financing Obligations

The following financing obligations shall be shared equally by Elliott and Olympus, except where otherwise noted. References within parenthesis refer to corresponding sections in Development Agreement:

Annexation Costs (1.6)	-	paid solely by Elliott
Drainage Master Plan (3.5.1)	-	shared equally
Fee Updates (3.8.8)	-	shared equally
Wildland Fire Plan (3.10.3)	-	shared equally
Permitting/Filling of Wetlands (3.11)	-	Elliott and Olympus separately responsible for their respective costs of permitting and filling any wetlands on the Parcels within their properties to be dedicated to the City or other agency
Formation of Services District (3.17)	-	shared equally

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ORDINANCE NO. 3560

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE
AKT DEVELOPMENT CORPORATION AND OLYMPUS STONERIDGE, LLC, 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 Second Amendment to Development Agreement with the AKT Development Corporation and Olympus Stoneridge, LLC, 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 Second Amendment to Development Agreement for the Stoneridge Specific Plan, and makes the following findings:

1. The Second 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 Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Second Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Second Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The Second 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 Second Amendment to Development Agreement by and between the AKT Development Corporation and Olympus Stoneridge, LLC, 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.

