

RECORDING REQUESTED BY:  
CITY OF ROSEVILLE  
WHEN RECORDED RETURN TO:  
  
ELLIOTT HOMES, INC.  
Attention: Harry C. Elliott, III  
160 Blue Ravine Road, Suite A  
Folsom, California 95630

94-0845.9  
Recorded  
Official Records  
County of  
Placer  
Jim McCauley  
Recorder  
3:27pm 8-Dec-94

Rec Fee .00  
Total .00  
  
  
  
  
SO 25

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
(NWRSP - Elliott Homes)**

This First Amendment to Development Agreement ("Amendment") is entered into this 6th day of December, 1994, by and between ELLIOTT HOMES, INC., an Arizona corporation ("Landowner"), and THE CITY OF ROSEVILLE, a municipal corporation ("City"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code.

**RECITALS**

1. Development Agreement. Landowner and City have previously entered into that certain "Development Agreement By and Between the City of Roseville and Elliott Homes, Inc., Relative to the Northwest Roseville Specific Plan," dated October 6, 1989, and recorded October 11, 1989 in the Official Records of Placer County in Book 3732, Page 528, Series No. 56568 (the "Development Agreement"). The Development Agreement addresses the terms and conditions for development of certain property described therein as the "subject property" and located within the Northwest Roseville Specific Plan. For the purposes of this Amendment, all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement.

2. Project Area. Landowner is seeking City approval of proposed land uses for the portion of the subject property identified as Parcels 73A-1 through 73A-6 of the Specific Plan, commonly referred to as Silverado Oaks #7 (the "Project Area"), consistent with the Roseville General Plan and the Northwest Roseville Specific Plan, inclusive of all amendments thereto. For purposes of this Amendment, the City approvals related to such development of the Project Area, as more particularly described in Recital 5 below, are referred to collectively herein as the "Project Area Approvals."

3. Hearings. On September 22, 1994, the City Planning Commission considered the Project Area Approvals in duly noticed public hearings, which consideration included the proposed adoption of this Amendment.

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CITY OF ROSEVILLE  
BY \_\_\_\_\_

4. Environmental Compliance. In reliance upon the EIRs for the NWRSP, the City General Plan and the Del Webb Project, on October 19, 1994, 1994, the City Council certified as adequate and complete the Negative Declaration for the Project Area Approvals, which Negative Declaration considered, among other things, the adoption and execution of this Amendment.

5. Entitlements. Following consideration and certification of the aforementioned Negative Declaration, the City Council, on October 19, 1994, 1994, approved the following Project Area Approvals to permit development of the Project Area as herein described.

a. General Plan Amendment, relating to the Project Area and Parcels 55 and 90, as adopted by Resolution No. 94-290, dated October 19,, 1994;

b. NWRSP Amendment, as adopted by Resolution No. 94-291, dated October 19, 1994;

c. The Rezoning of the Project Area and of Parcels 55 and 90 of the NWRSP pursuant to Ordinance No. 2822, dated November 4, 1994;

d. The Large Lot Tentative Map and Residential Lot Tentative Map for the Project Area approved by motion of the Planning Commission on 10/13, 1994; and

e. This Amendment to the Development Agreement pursuant to Ordinance No. 2823, dated November 4, 1994 (the "Amending Ordinance").

6. Transfer of Units. The 658 residential units proposed for the Project Area were originally approved for development within the NWRSP and have been transferred to the Project Area in accordance with the terms and provisions of the respective Development Agreements for such units. 485 of the units were transferred from the property commonly referred to as the Brock Property (the "Brock Units") and the remaining 173 units were transferred from Parcels 55 and 90 of the subject property (94 and 79 units, respectively).

7. Satisfaction of Affordable Housing Obligations for the Project Area. In connection with development of Parcel 89 of the subject property, the City entered into an Affordable Housing Development Agreement for Heritage Apartments, dated October 9, 1990, (the "Heritage Development Agreement"). Paragraph 22 of the Heritage Development Agreement provides that the planned development of said Parcel 89 would satisfy not only its own affordable housing obligation, but also the affordable housing obligations associated with Landowner's development of the Brock Units and Parcels 55 and 90. Accordingly, based on such development of Parcel 89, no affordable housing obligations are imposed upon the residential units to be built within the Project Area.

8. School Mitigation. The transfer of the Brock Units as part of the Project Area Approvals will add 485 units from the Roseville City School District to the Dry Creek School District ("Dry Creek"), which 485 units were not included in Dry Creek's school mitigation program for the Plan Area. Landowner and Dry Creek have entered into an agreement for mitigation of the impacts associated with the development of the 485 Brock Units in the Project Area. The balance of the units to be developed in the Project Area represent units originally planned for development within Dry Creek and no additional mitigation is necessary in connection therewith.

In satisfaction of its high school mitigation requirement under Section 3(A)(4) of the Development Agreement, Landowner and Roseville Joint Union High School (the "High School") entered into that certain Northwest Roseville Specific Plan High School Impact Fee Agreement, dated June 15, 1990 (the "Impact Fee Agreement"). The form of this Impact Fee Agreement was also entered into by the owner of the Brock Property. Accordingly, the Impact Fee Agreement shall apply to development of the units within the Project Area, in satisfaction of Landowner's high school mitigation requirements.

9. Improvements/Districts. The major backbone infrastructure improvements described in Section 3(A)(7) of the Development Agreement have been completed and are adequate to serve the planned development of the Project Area. Accordingly, no additional major backbone infrastructure is required to serve development of the Project Area. Also, when the CFD was formed, the Project Area was included within the boundaries of such district. Upon approval of the Project Area Approvals, the Project Area will become obligated, in accordance with the terms of such financing district, to pay its share of the special taxes for the construction of the major backbone improvements described in the Development Agreement. The Project Area is not included within the Northwest Roseville Landscape and Lighting District ("LLD") and will need to be annexed thereto prior to recordation of the first residential lot subdivision map for the Project.

Notwithstanding the completion of such major backbone improvements, additional improvements relating to the use of reclaimed water for landscaping, provisions of telemetry equipment for sewer services, installation of a center median in Junction Boulevard and frontage improvements along Junction Boulevard and Baseline Road, installation of benchmarks, construction of a park and bike trail, reservation of access to adjacent property, if developed, and a commercial landscape setback adjacent to RD-10 development are required by the Project Area Approvals and are incorporated into this Agreement.

10. General and Specific Plans. Development of the Project Area in accordance with the conditions of the Project Area Approvals, the mitigation measures, and the terms of the Development Agreement, as amended hereby, will provide for orderly growth and development of the Project Area in accordance with the policies set forth in the General Plan and the NWRSP.

11. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article 30 of Ordinance 802, in connection with the adoption and execution of this Amendment.

12. Plan Consistency. Having duly examined and considered this Amendment and having held properly noticed public hearings hereon, the City finds and declares that this Amendment is consistent with the General Plan of the City of Roseville and with the NWRSP, as amended in connection herewith.

## AMENDMENT

NOW, THEREFORE, the City and Landowner, in consideration of the above recitals and the promises and covenants set forth herein, hereby agree to amend the Development Agreement as follows:

1. Revised Exhibits. To reflect the land use changes related to the Project Area Approvals, and prior amendments to the Specific Plan since the date of the Development Agreement, Tables A and A-1 to the Development Agreement, which summarize the land use entitlements, acreages and units granted for the parcels comprising the subject property, is hereby replaced by and substituted with Revised Table A and Revised Table A-1, attached hereto and made a part hereof. Similarly, Exhibits "B" and "C" of the Development Agreement are hereby replaced by and substituted with Revised Exhibits "B" and "C", respectively, attached hereto and made a part hereof.

2. Revised Land Uses. Section 2(A) of the Development Agreement is amended in its entirety to read as follows:

"2(A). Permitted Uses. City is bound to the uses permitted in this Agreement only insofar as this Agreement so provides or as may otherwise be provided by the City's laws or ordinances, subject to the limitations of Section 3(F) hereof. City agrees that land use is granted and grants herewith to the subject property as follows: 48.3 acres, more or less, of Business Professional; 44.2 acres, more or less, of Commercial; 15.8 acres, more or less, of Commercial-Recreation; 543.2 acres, more or less, of Residential, providing a total of 2,690 dwelling units (with a mix of 2,081 units of low-density residential on 486.3 acres, more or less, 129 units of medium-density residential on 12.9 acres, more or less, and 480 units of high-density residential on 31.2 acres, more or less); 97.0 acres, more or less, of park and wetlands preserve; 11.6 acres, more or less, of interim park/urban reserve; and 64.6 acres, more or less, of school site reservations, all as more particularly shown in Exhibit "B"."

3. Timing of Additional Dedications. The following sentence shall be added at the end of Section 3(A)(1) of the Development Agreement:

"Notwithstanding anything to the contrary above, Landowner's obligations to dedicate the park sites described in subsections 3(A)(2)(e) and (f) below shall be required to be made to the City within one hundred fifty (150) days of recordation of this Amendment."

4. Additional Park Dedications/Improvements. Immediately following subsection 3(A)(2)(d), and prior to the paragraph in said Section 3(A)(2) beginning with the words "City acknowledges that. . .", the following paragraph, including the subparagraphs thereof, shall be inserted into and become a part of Section 3(A)(2) as follows:

"Upon completion of the applicable improvements or request of the City, Landowner shall dedicate to City and, subject to the conditions for acceptance set forth below, City shall accept:

"(e) A parcel of 8.7 acres, more or less, shown on the Schematic Development Plan as Parcel 73A-4, for use as a public park (the "8.7 acre park");

"(f) A parcel of 30.6 acres, more or less, shown on the Schematic Development Plan as Parcel 73A-5, for use as open space, nature observation, wetlands preserve, bike trails and other such uses compatible with such preserves. With respect to Landowner's dedication and conveyance of this parcel, Landowner shall grant an irrevocable offer of dedication to the City for this parcel (the "IOD"), provided, if required by the U.S. Army Corps of Engineers ("ACOE"), this parcel may be encumbered by deed restrictions to protect the wetlands thereon.

"Landowner has received approval of a 404 Permit from the ACOE to mitigate the impacts on wetlands associated with development of the Project Area, through the creation, maintenance and monitoring of wetlands within Parcel 73A-5. Landowner is currently processing and shall obtain approval of an amendment to such 404 Permit to accommodate the proposed bike trail described below (the "Amended Permit"). Upon approval thereof, Landowner will diligently act to satisfy the terms and conditions thereof. Upon completion of all wetlands creation and mitigation required for this parcel by the Amended Permit, Landowner shall be responsible for monitoring and maintaining the parcel for the maintenance period required by the Amended Permit. At the conclusion of such period, provided Landowner has fully complied with the applicable mitigation and monitoring terms of the Amended Permit and completed the bike trail improvements within Parcel 73(A)-5, the City will accept the dedication of such parcel.

"In connection with such dedication requirements for Parcels 73A-4 and 73A-5, Landowner shall complete a Phase 1 preliminary site assessment for such parcels, which shall be subject to the review and approval of the City. Landowner shall be responsible for any mitigation identified by such assessment (or supplemental assessments approved by City) prior to dedication of the applicable parcel to the City.

"In addition to such dedication requirements, Landowner shall install the park improvements to Parcel 73A-4 and a biketrail through Parcel 73A-5 for access to Mahany Regional Park, all in accordance with the following:

"(i) The park facilities for Parcel 73A-4 shall be constructed and improved according to a Master Plan for the site to be approved by the City, a conceptual copy of which is attached hereto as Exhibit "J," and in accordance with detailed construction plans, specifications and drawings for the site to be approved by the City. Landowner shall be responsible for all costs associated with the approval of the Master Plan, including any additional environmental review that may be required in connection therewith, and for the costs of preparing the required construction plans and drawings. Landowner shall complete the specifications and construction drawings for the park site not later than one year prior to the date when park site construction is required to commence;

"(ii) Landowner shall be responsible for designing the bike trail to be located within Parcel 73A and through Parcel 73B to connect with Mahany Regional Park, as generally shown on Exhibit "K" attached hereto. The plans for the pedestrian/bicycle path shall be approved by the City, which may include post and cable access restrictions as approved or required by the Parks and Recreation Director and Fire Chief and which shall include required bridge crossing(s) designed to result in no off-site increase in the water surface elevation. For purposes of planning the alignment of the bike trail within Parcel 73A-5 and through Parcel 73B, the City agrees that the alignment thereof through Parcel 73B shall be located along the existing PUE that serves the sewer lift station through Parcel 73B. Landowner shall begin work on the construction drawings for the bike trail and diligently work to complete them not later than one year prior to the date when park site construction is required to commence;

"(iii) Rough grading of the park site, construction of frontage improvements and stubbing of utilities for the park site shall commence when Landowner is installing the road and utility improvements within the Project Area that are adjacent to the park site, and shall be completed within twelve (12) months of such commencement;

"(iv) Installation of landscaping and recreational facilities within the park site and the construction of the bike trail on Parcel 73A-5 and 73B shall commence upon the earlier of (1) December 31, 1999, or (2) issuance of a building permit for the 200th residential unit within the Project Area, and shall be completed within twelve (12) months of such commencement. If at such time the City has not then obtained either fee title to Parcel 73B or an easement and right of entry for the construction and installation of the bike trail through Parcel 73B, then with respect to Landowner's obligation to construct the bike trail, Landowner shall only be obligated to construct the portion of the bike trail within Parcel 73A-5; and

"(v) Upon completion of the park improvements or the bike trail, City shall accept the dedication of the park site and/or the portion of Parcel 73A-5 improved by the bike trail (but not the balance thereof that consists of the wetlands preserve, unless the conditions for acceptance thereof have then been satisfied) and assume the ownership and maintenance thereof, subject to the standard ninety (90) day maintenance period, during which period Landowner shall maintain and replace as required the landscaping installed therein, and subject also to the standard one (1) year warranty for the improvements, during which period Landowner shall be responsible for repairing any defects in the improvements due to faulty workmanship or materials.

"The estimated cost for the design and installation of the park improvements for Parcel 73A-4 is \$614,000 and the improvements to be required by the City for this park site shall consider and accommodate such cost estimate. The cost estimate related thereto shall be adjusted by the City, from August 1, 1994 to the date of commencement of the construction of the improvements, based on the percentage change in the Engineering News Record Construction Cost Index. When Landowner bids the work, if the bid amount for the work, together with all design and other park improvement costs then incurred by Landowner, exceeds the then adjusted cost estimate by more than eight percent (8%), then the City shall either (i) agree to defer the installation of certain improvements within the park site (such as the completion of a bathroom or installation of some of the lights) to reduce the cost of the work to be installed by Landowner to 108% of such adjusted cost estimate or (ii) agree to reimburse Landowner for the cost of the improvements in excess of 108% of such adjusted cost estimate.

"With respect to Landowner's construction of the bike trail, within ninety (90) days of completion and acceptance thereof, City shall reimburse Landowner for the cost of the bike trail constructed by Landowner, based on invoices for the design and construction thereof, in accordance with Exhibit "K-1". Such reimbursement shall be paid to Landowner by the City from the City-wide park fund."

The balance of the provisions of Section 3(A)(2) of the Development Agreement shall apply to development of the Project Area, except that the City-wide park fee credit for land dedication shall be increased to the current amount of \$405. In particular, in consideration of the foregoing additional parkland dedication and park improvement requirements, Landowner shall receive a credit against the dedication component of the City-wide park fee, as such credit may be changed from time-to-time, but which credit shall in no event be less than \$405 per dwelling unit, Landowner's neighborhood park dedication requirements shall be deemed satisfied and Landowner shall receive a complete credit against the Residential Construction Tax and the Neighborhood Park Fee, as may be amended, and have no obligation to pay such tax or fee with respect to the construction of the residential units permitted for the Project Area.

5. School Mitigation. The third and fourth paragraphs of Section 3(A)(4) of the Development Agreement (commencing with the words "Because of the recent failure . . ." and ending with the words ". . . then been sold or developed."), are hereby deleted and replaced in their entirety by the following:

"To provide additional mitigation for high school facilities associated with development of the subject property, all development of the subject property, including without limitation the development of the Project Area, shall comply with the terms and provisions of the Northwest Roseville Specific Plan High School Impact Fee Agreement by and between Landowner and the Roseville Joint Union High School District, dated June 15, 1990."

And the following paragraph shall be added at the end of Section 3(A)(4):

"Notwithstanding anything to the contrary above, Landowner agrees that in connection with the development of 485 of the residential units to be located within Parcels 73A-1, 73A-2 or 73A-3, Landowner shall pay an additional mitigation fee, over and above the State authorized school fees described above, in accordance with the terms and provisions of that certain Supplemental Fee Mitigation Agreement entered into by and between Dry Creek and Landowner, dated October 6, 1994. As a condition to the issuance of building permits for residential units within the Project Area, Landowner shall provide a certificate from Dry Creek that Landowner has complied with such agreement with respect to such units."

6. Additional Project Area Requirements. A new Section 3(a)(7)(i) shall be added to the Agreement as follows:

"(i) Additional Project Area Improvements and Standards. In connection with Landowner's development of the Project Area, Landowner shall install the following improvements and/or comply with the following conditions and restrictions:

"(1) Junction Boulevard Frontage and Median Improvements. Landowner shall construct frontage improvements including an 8' wide meandering sidewalk on the south side of Junction Boulevard and a 5' wide meandering sidewalk on the north side of Junction Boulevard and irrigated landscaping along both sides of Junction Boulevard behind the existing curb/gutter, and construct a raised center median on Junction Boulevard from Woodcreek Oaks Boulevard to the westerly Project boundary. Landowner shall install irrigated landscaping within said median. Landowner shall perform all work to accomplish these requirements, including removal and disposal of the existing asphalt and base material as required for said median. Such landscaping shall be installed in accordance with plans and specifications to be reviewed and approved by the Community Development Director. The construction of such median and installation of such landscaping shall be commenced upon final inspection of the 100th residential unit within the Project Area and shall be completed within six (6) months of such commencement.

"(2) Wetlands Frontage Improvements. Landowner shall install sidewalks, fencing (post and cable) and frontage landscaping in accordance with the Northwest Landscaping Guidelines for the frontage of Parcel 73A-6 along Junction Boulevard and Woodcreek Oaks Boulevard.

"(3) Baseline Road Improvements. Landowner shall install street frontage improvements along the Project where it abuts Baseline Road. Said frontage improvements shall include, but not be limited to, excavation, grading, curb & gutter, sidewalk, pavement widening, pavement tapers, drainage systems, signal interconnect conduit, street lighting, soundwalls, landscaping with automatic irrigation system, and traffic signing, striping, and markings, as required by City. The north side of Baseline Road shall be widened such that the back of northerly curb is thirty (30) feet from the centerline. Baseline Road shall be restriped to provide a continuous center lane from the existing turn lane east of this project to the westerly boundary of the Project. When installing the Baseline Road frontage improvements, Landowner shall extend the 24" water main, electrical mainline and street lighting facilities along such frontage from the westerly boundary of Silverado Oaks Unit #2 to the western boundary of the Project Area. The Baseline Road improvements as described in this section shall be installed at the time Landowner constructs a new street intersecting Baseline Road.

"(4) Benchmarks. Landowner shall install five (5) benchmarks throughout the Project Area at locations required by City.

"(5) Extension of Reclaimed Waterline. Landowner shall be responsible for extending the reclaimed water transmission facilities from the existing 20" sewer force main at Baseline Road to the western boundary of the Project Area at Baseline Road and for extending such facilities from Baseline Road, through the Project Area, to the western

end of Junction Boulevard. All landscape corridors within the Project Area, the landscape median to be installed by Landowner within Junction Boulevard and the 8.7 acre park within the Project Area shall be irrigated with reclaimed water. Provided, however, the Project may use potable water for such irrigation if reclaimed is unavailable or in case of emergency, as determined by the Environmental Utilities Director. Also, pending completion of the reclaimed water facilities through the Project Area between Baseline Road and Junction Boulevard, the Project may use potable water to irrigate the landscape corridors and median along Junction Boulevard. All applicable fees will be collected at time of connection to either system and Landowner will be responsible for all costs associated with the design and use of any interim potable-water irrigation system and with the conversion thereof to the reclaimed water system.

The extension of such facilities within Baseline Road and Junction Boulevard shall be completed at the same time that Landowner is required to install the frontage improvements to such streets. The balance of the facilities through the Project Area between Baseline and Junction shall be installed at the same time that Landowner is improving such portion of the Project, provided the reclaimed water facilities through the Project Area shall be completed no later than the time that the landscaping for the 8.7 acre park site is installed.

"(6) Provision of Telemetry. In connection with recordation of the first residential lot final subdivision map within the Project Area, Landowner shall provide a dedicated telephone line and telemetry equipment to City's satisfaction at Sewer Pump Station #4 to allow City personnel to monitor and control the operation of such station.

"(7) Pressure Reducing Station. The area located on the north side of Junction Boulevard at the western boundary of the Project, as more particularly shown on **Exhibit "L"** attached hereto, shall be dedicated to the City for the future construction by the City of a pressure reducing station.

"(8) Reimbursement for Improvements. The cost of the above work shall be advanced by Landowner, provided Landowner may seek reimbursement from any funds available within the CFD for acquisition of improvements to the extent such reimbursement is authorized by the CFD and/or the existing acquisition agreement between Landowner and City with respect thereto.

"(9) Electrical Efficiency. In order to balance conservation efforts with energy supplies, the Project will comply with the following:

(a) Residential air conditioning units shall have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum as defined in Federal

Regulations (10 Code of Federal Regulations Section 430.2 (1991)) adopted by the State of California ion Title 24 of the Code of California Regulations. The SEER rating will be specified on Building Plans and Title 24 compliance certificates at the time Building Permits are requested. As of the date of this Agreement, the applicable standards would require an increase of SEER Rating from 10 to 12.

(b) If the Landowner demonstrates to the satisfaction of the City that the retail cost to achieve the requisite SEER rating exceeds the Efficiency Cost defined below, the City shall at its option either participate in such cost to the extent it exceeds the Efficiency Cost or the City's Electric Utility Director shall adjust the requirement of achieving a two-point increase in the SEER rating such that the Landowner is not required to achieve reductions that would exceed the Efficiency Cost. The Efficiency Cost is the retail cost to achieve the requisite increase in SEER rating, as determined at the time of the first application for a Building Permit in the Property, adjusted for escalation by the ENR Construction Cost index, as determined by the City.

(c) Landowner shall market through its Project sales office other electricity efficiency options offered by the City. These would be options the prospective homeowner could select for inclusion during construction. Examples are: air conditioner cyclers, increased insulation, sun screens and compact fluorescent lighting.

(d) This section may be amended pursuant to Section 1(F)(1) by substitution of other equivalent measures upon agreement between the Landowner and the City, provided that the amended provisions will achieve effects comparable to the provisions which they replace.

"(10) Reservation of Lot For Future Access. Subject to the terms and conditions hereof, Landowner shall grant to the City an IOD for Lot 73 of the Project Area for the limited public purpose of providing access to Parcel 73B for development of such parcel for urban use. If alternative access for such urban development of Parcel 73B is provided such that development thereof will not require access over Lot 73, then the City will initiate abandonment of the IOD for Lot 73 and proceed in good faith with the processing thereof. Similarly, if the City acquires Parcel 73B for park and open space purposes, the City will initiate and proceed in good faith with abandonment of the IOD for Lot 73.

"(11) Minimum Commercial Rear-Yard Landscaping for Parcel 69. To provide additional landscaped separation and buffering between the residential development of Parcel 73A-3 and the commercial development of Parcel 69, without having to adjust the

respective boundaries thereof, Landowner hereby agrees that, in addition to the masonry wall required to be installed along the common boundary of the two parcels, Landowner shall also be obligated to install landscaping along such common boundary on the commercial side thereof (*i.e.*, on Parcel 69) to a minimum depth of fifteen feet (15'). When Landowner is installing the landscape corridor improvements along Junction Boulevard, Landowner shall install trees and irrigation improvements therefor within said landscape setback area, the type, amount and location of which trees to be subject to the approval of the City. The plans for the balance of such landscaping shall be approved by the City and the landscape improvements shall be installed by the developer of Parcel 69, prior to the issuance of a certificate of occupancy for any building on such parcel.

"(12) Annexation to LLD. Prior to recordation of a final residential lot subdivision map for the Project Area, or any portion thereof, Landowner shall submit a petition to the City for the Project Area to be annexed to the LLD and City will cooperate with the processing of such annexation. As part of such annexation, Landowner agrees to support an amendment to the LLD applicable to such annexation area and/or creation of a special zone thereof (or separate landscape and lighting district) to authorize, as an additional permitted use of the assessments, the use of assessments collected from the Project Area for maintenance of the 8.7 acre park. Landowner hereby waives any right to protest which it may have under the Special Assessment Investigation Limitation and Majority Protest Act of 1931 or any similar statute."

7. Change of Address. The notice address for Elliott Homes under Section 10 of the Development Agreement is hereby amended to read as follows:

"ELLIOTT HOMES, INC.  
Attention: Harry C. Elliott, III  
160 Blue Ravine Road, Suite A  
Folsom, California 95630"

8. Full Force and Effect. Except as modified hereby, all remaining terms and conditions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed in two (2) duplicated originals, each of which is deemed to be an original. This Amendment consists of thirteen (13) pages and six (6) exhibits which, taken together with the Development Agreement, constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Revised Tables A and A-1	Revised Summary of Land Uses for Subject Property
Revised Exhibit "B"	Revised Schematic Development Plan
Revised Exhibit "C"	Revised List of Affordable Housing Parcels
Exhibit "J"	Master Park Improvement Plan for Parcel 73A-4

Exhibit "K"  
Exhibit "L"


Bike Trail Route Through Parcel 73A-5  
Pressure Reducing Station

Approved this 4th day of November, 1994 by the City Council of the City of Roseville.


**CITY OF ROSEVILLE, a  
municipal corporation**

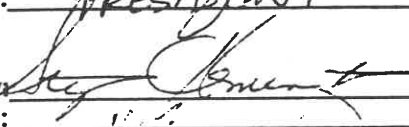
By:   
Allen E. Johnson, City Manager

ATTEST:

  
Carolyn Parkinson, City Clerk

**ELLIOTT HOMES, INC., an Arizona  
corporation**

By:   
Its: PRESIDENT

By:   
Its: [unclear]

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

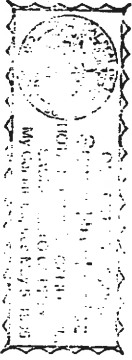
State of California  
County of Sacramento

On 10-12-94 before me, Susan Applebecker, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Harry Cellier III and Stephen Henning  
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.

Susan Applebecker  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_  
NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

TITLE(S)

- PARTNER(S)  LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

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

On this 6 day of December in the year of 1994, 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 K. Parkinson  
Notary Public in and for said State



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

Title or Type of Document First Amendment to Development Agreement (NWRSP)  
Date of Document 12.5.94

**REVISED TABLE A  
ELLIOTT PROPERTY**

<u>PARCEL NO.</u>	<u>LAND USE</u>	<u>ACREAGE</u>	<u>UNITS</u>
27	Commercial Recreation	15.799	
28	Residential Single-Family	66.0	236
28A	Residential Single-Family	40.0	129
32	Residential Single-Family	50.079	175
55	Residential Multiple-Family	11.678	152
58	Residential Single-Family	26.646	145
62	Residential Single-Family	59.156	249
63	Residential Single-Family	56.283	222
64	Commercial	7.586	
66	Residential Single-Family	59.318	228
67	Business Professional	8.674	
68	Commercial	13.425	
69	Commercial	10.090	
70	Business Professional	8.060	
72	Residential Single-Family	23.765	147
73A-1	Residential Single-Family (north of Junction)	29.3	122
73A-2(a)	Residential Single-Family (south of Junction)	14.909	79
73A-2(b)	Residential Single-Family (south of Junction)	53.348	328
73A-3	Residential Multi-Family	12.9	129
73B	Urban Reserve	48.393	
77	Business Professional	31.590	
86	Commercial	13.145	
89	Residential Multiple-Family	19.510	328
90	Residential Single-Family	<u>7.566</u>	<u>21</u>
TOTAL ACREAGE (ELLIOTT)		687.2	2,690

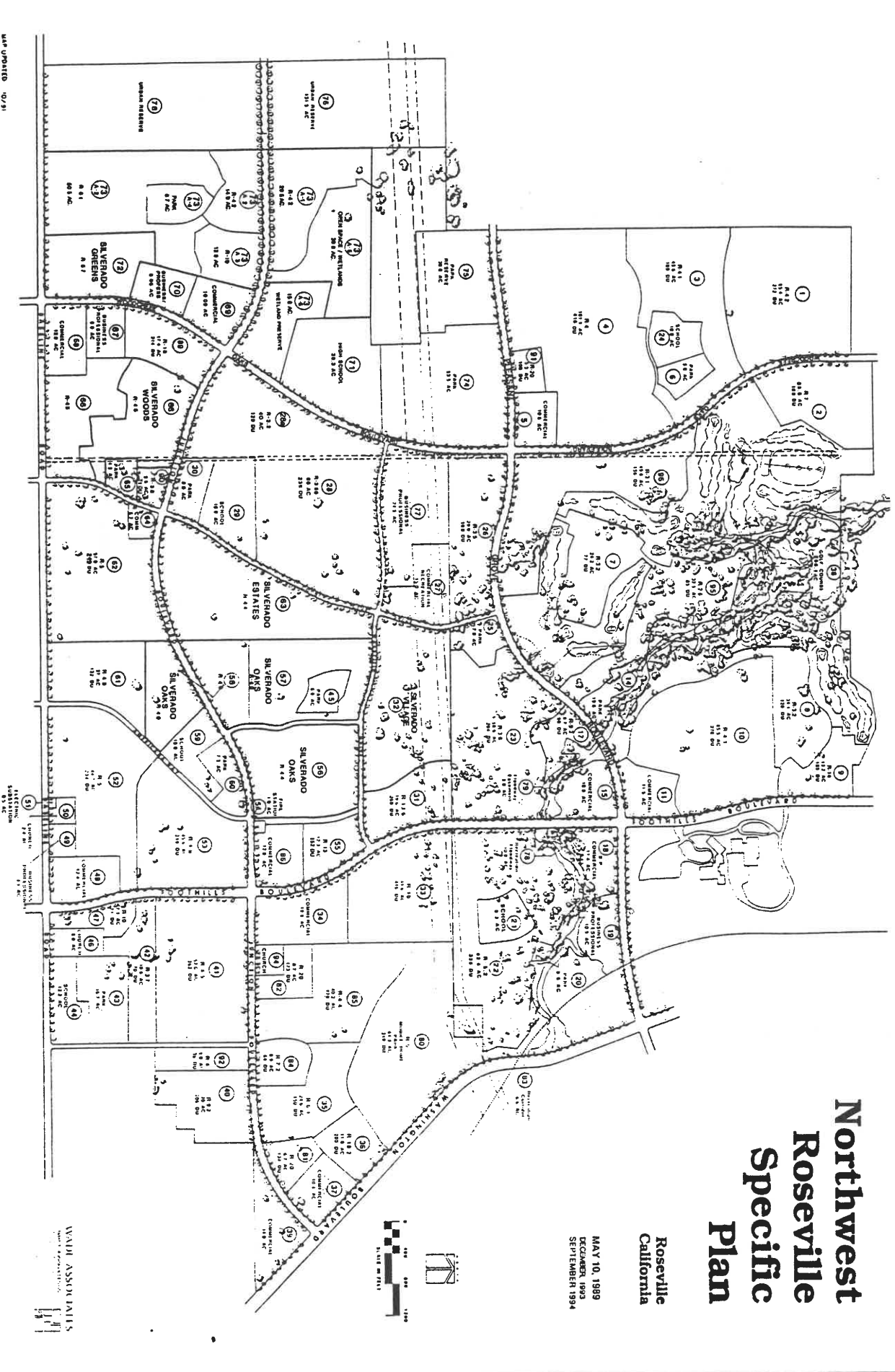
**REVISED TABLE A-1  
ELLIOTT PROPERTY**

<u>PARCEL NO.</u>	<u>LAND USE</u>	<u>ACREAGE</u>
29	School	18.604
30	Park	9.299
59	School	10.000
65	Park	4.463
71	High School	36.000
73A-4	Park	8.7
73A-5	Wetland Preserve	30.8
73A-6	Wetland Preserve	15.638
74	Park	28.153
75	Urban Reserve (Park)	<u>11.608</u>
TOTAL ACREAGE (ELLIOTT)		173.3

# Northwest Roseville Specific Plan

Roseville  
California

MAY 10, 1989  
DECEMBER 1993  
SEPTEMBER 1994



WAHL ASSOCIATES  
PLANNERS AND ARCHITECTS

MAP UPDATED 9/91  
BY CITY OF ROSEVILLE  
PLANNING DEPARTMENT  
5500 VICTORIA AVENUE

REVISED EXHIBIT "B"

REVISED EXHIBIT "C"

AFFORDABLE HOUSING PARCELS (ELLIOTT)

MIDDLE INCOME HOUSING (SINGLE FAMILY)

<u>PARCEL</u>	<u>TOTAL UNITS</u>	<u>AFFORDABLE UNITS</u>	<u>PERCENT</u>
32	175	27	15.4%

LOW-INCOME HOUSING (MULTI-FAMILY)

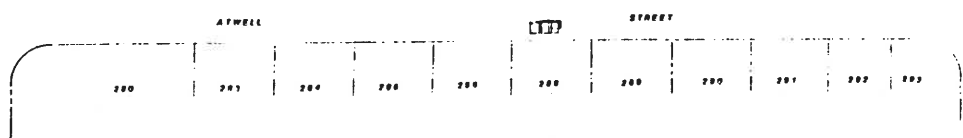
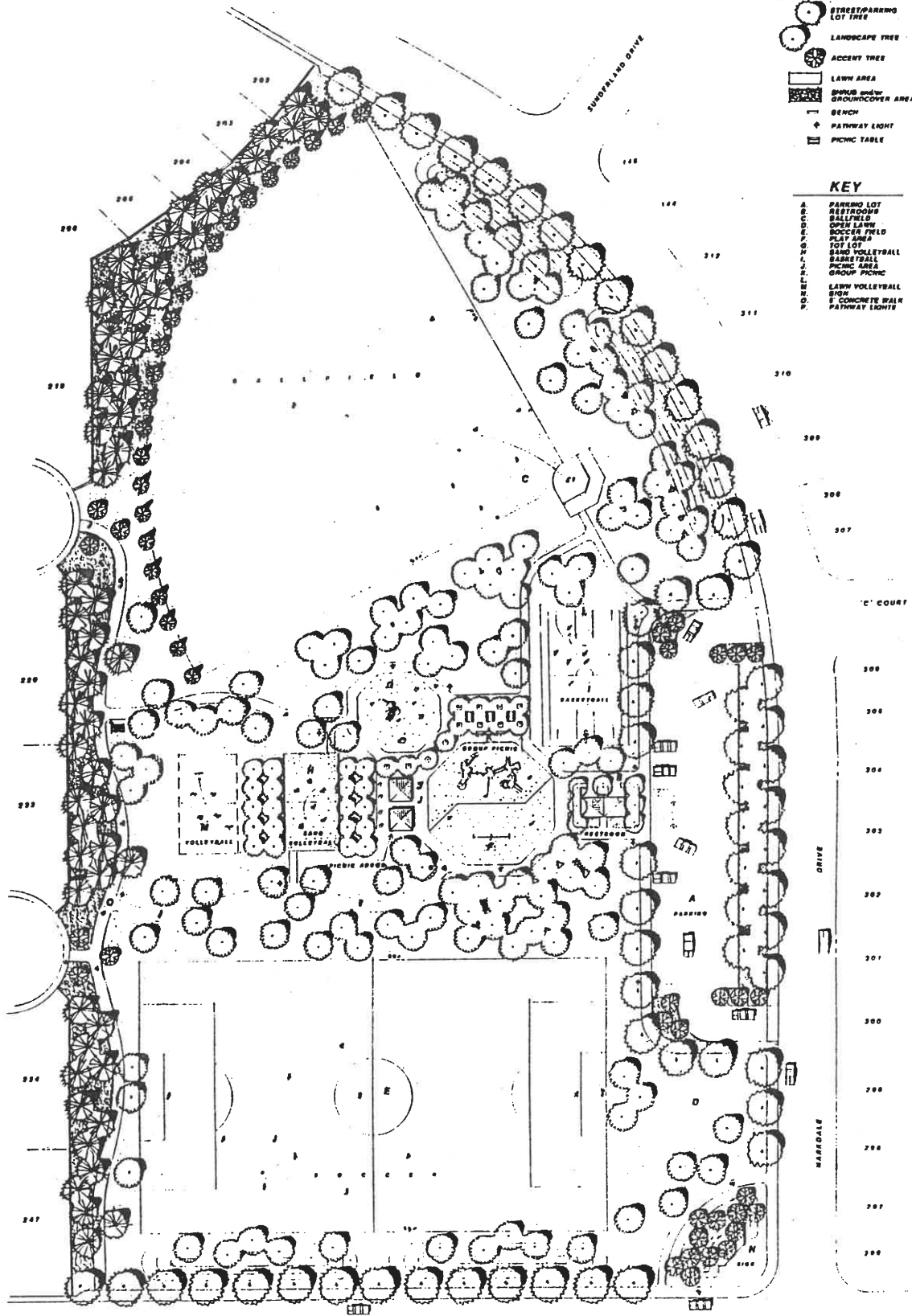
<u>PARCEL</u>	<u>TOTAL UNITS</u>	<u>AFFORDABLE UNITS</u>	<u>PERCENT</u>
89	328	328	100%

**LEGEND**

- STREET/PARKING LOT TREE
- LANDSCAPE TREE
- ACCENT TREE
- LAWN AREA
- SHRUB and/or GROUNDCOVER AREA
- BENCH
- PATHWAY LIGHT
- PICNIC TABLE

**KEY**

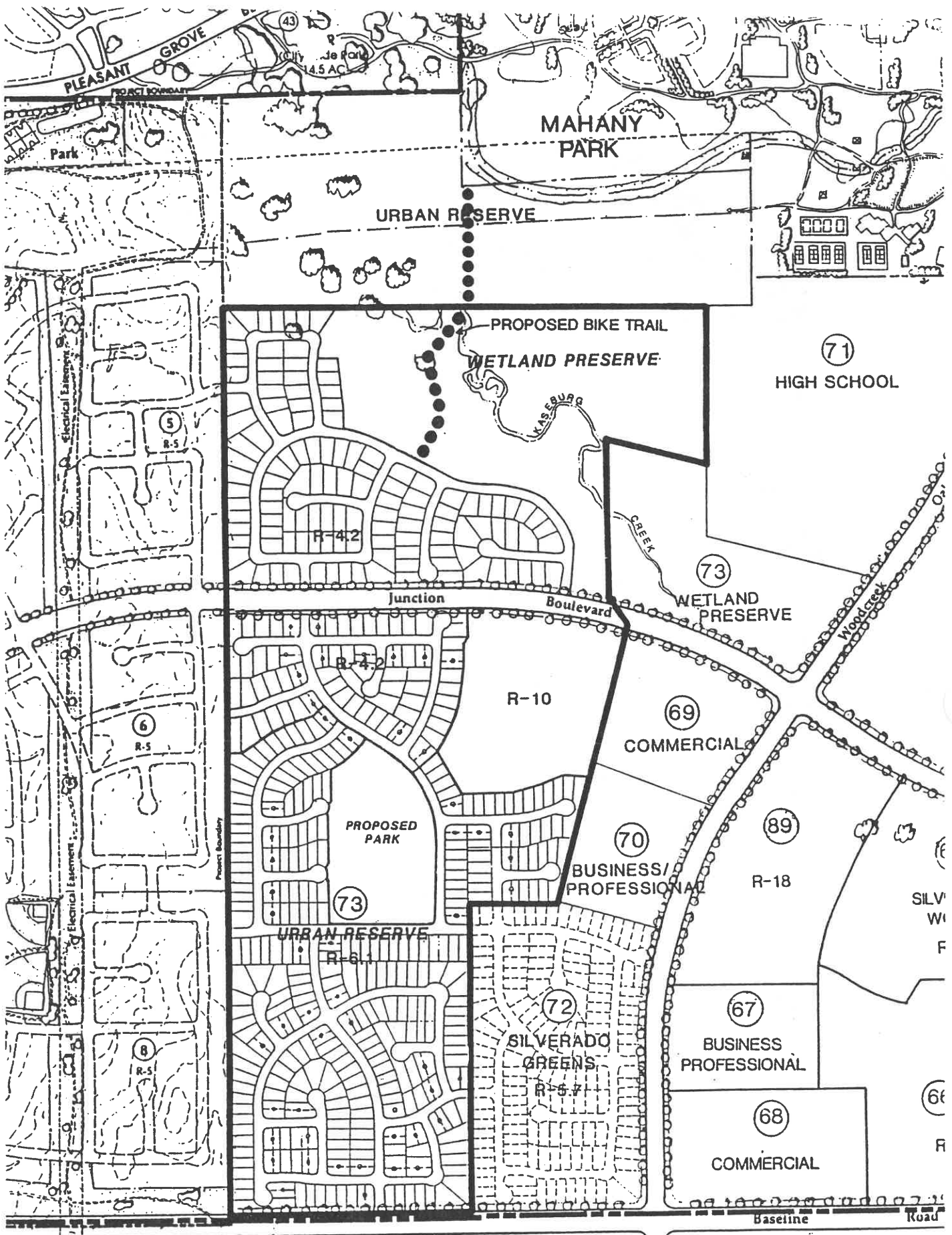
- A PARKING LOT
- B RESTROOM
- C BALLFIELD
- D OPEN LAWN
- E BOCCEA FIELD
- F PLAY AREA
- G TOT LOT
- H BASKETBALL
- I BASKETBALL
- J PICNIC AREA
- K GROUP PICNIC
- L LAWN VOLLEYBALL
- M BASKETBALL
- N CONCRETE WALK
- O PATHWAY LIGHTS



**MASTER PLAN**  
**CITY OF ROSEVILLE**  
**ELLIOTT PARK**  
**SILVERADO OAKS UNIT # 7**  
**ROSEVILLE, CALIFORNIA**  
 DEVELOPER: ELLIOTT HOMES, INC.

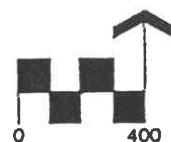
**EXHIBIT "J"**





# BICYCLE TRAIL EXHIBIT "K"

## SILVERADO OAKS UNIT NO. 7



MAY, 1994  
**Spink**  
THE SPINK CORPORATION

## EXHIBIT K-1

## Path Length

## ① Silverado Oaks #7 Sewer easement

Hilmerton Dr. to S.W. corner of SARES  
Park Reserve (Matany Park extension)

= 1450 ± LF

Estimated cost per linear foot = \$16<sup>00</sup>

Cost = 1450<sup>LF</sup> × \$16/LF = \$23,200 ≈ \$24,000

## ② Creek Crossing

a. Culvert Alternative = \$20,000

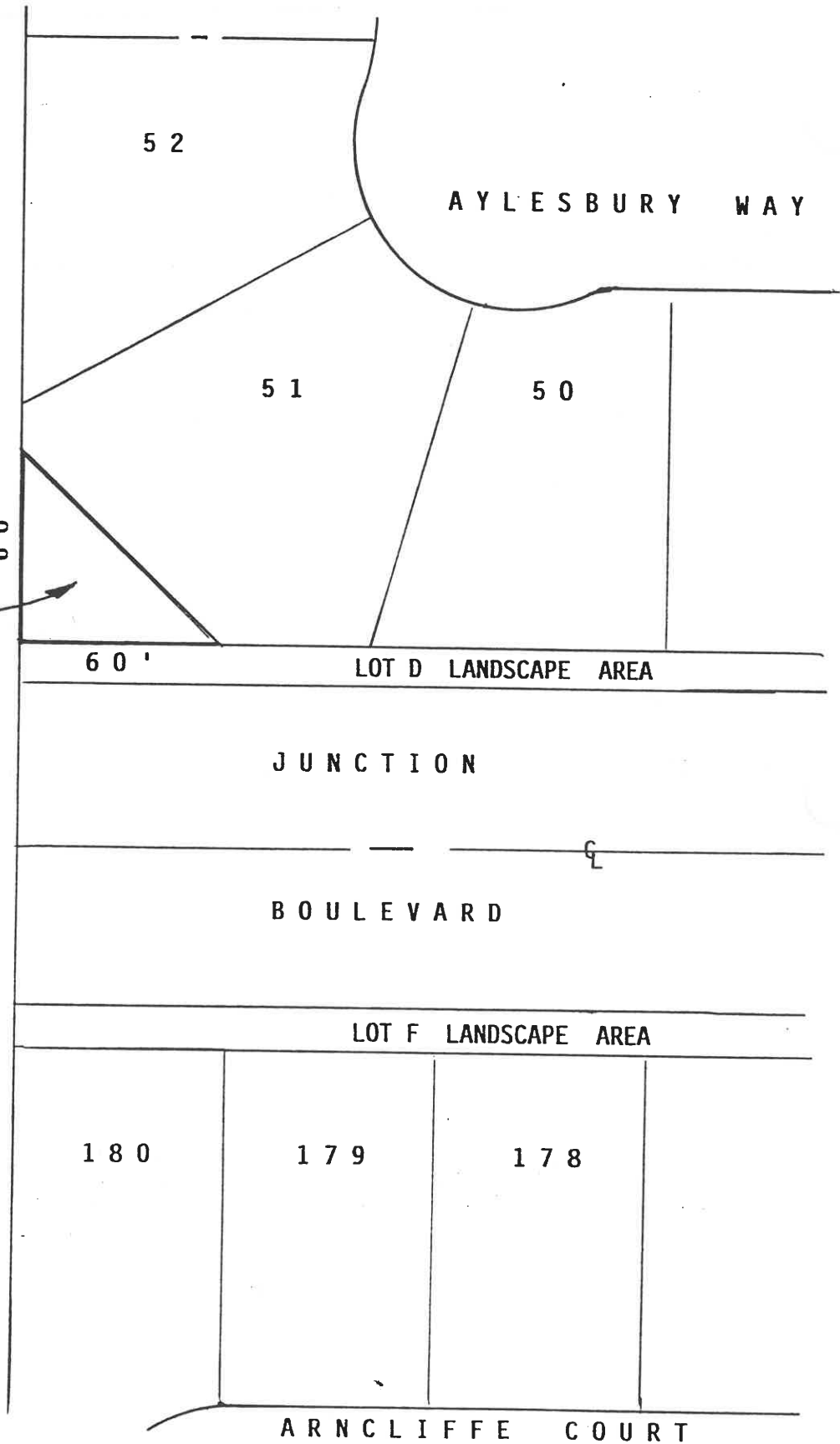
b. Flat Car Bridge Alt. = \$34,000

## Total Estimated Cost

a. Culvert Alternative = \$44,000

b. Bridge Alternative = \$58,000

Note: Preliminary Estimate Only, not based upon  
engineered plans



LOT X  
 PRESSURE REDUCING  
 STATION LOCATION  
 0.04 AC



**MORTON & PITALO, INC.**  
 CIVIL ENGINEERING · PLANNING · SURVEYING

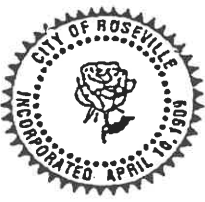
EXHIBIT "L"

DATE: SEPT 1994 JOB NO: 920150

SHEET  
 1 OF 1

SILVERADO OAKS UNIT 7

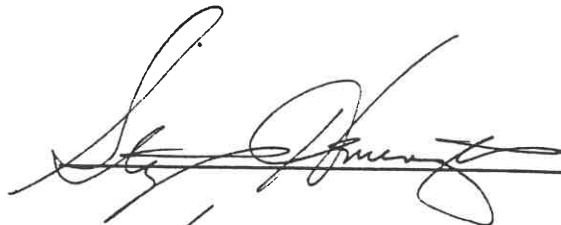
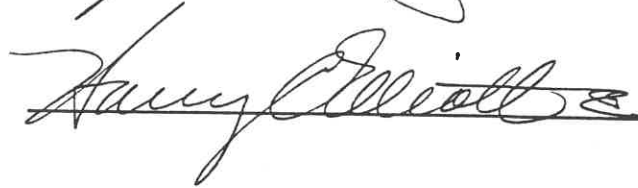
SCALE: 1:50 DRAWN/ENGR: KMJ



CITY OF ROSEVILLE  
ACKNOWLEDGEMENT AND CONSENT FORM

ACKNOWLEDGEMENT AND CONSENT

The undersigned, having an interest in the property located on Parcels 73A-1 through 73A-6 of the Northwest Roseville Specific Plan \_\_\_\_\_, Roseville, California, hereby acknowledges that he/she/it has read and understood the document entitled "Development Agreement Amendment NWRSP - ELLIOTT HOMES " and that by execution of this Acknowledgement and Consent, consent is given to the terms and conditions of said Development Agreement.

  
\_\_\_\_\_  
  
\_\_\_\_\_

