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Government Code Section 27383

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office

Recording Requested by
City of Roseville

DOC - **99-0052143**

Wednesday, JUN 09, 1999 12:42:46

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000196239

jme/R1/1-16

When Recorded Mail to:

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

Title: Amendment of Development Agreement by and Between the City of Roseville and
Olympus Stoneridge, LLC Relative to the Stoneridge Specific Plan

Copy of doc also: J & J Properties
Stoneridge Specific Plan
Development Agreement

FILED

AUG 05 1999

CITY OF ROSEVILLE

LF - *WV*

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

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

City Clerk
City of Roseville
311 Vernon Street, 3208
Roseville, CA 95678

**AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND OLYMPUS STONERIDGE, LLC
RELATIVE TO THE STONERIDGE SPECIFIC PLAN**

THIS AMENDMENT is made and entered into this 8th day of June, 1999, by and between the **CITY OF ROSEVILLE**, a MUNICIPAL CORPORATION (the "**City**"), and **OLYMPUS STONERIDGE, LLC**, a California limited liability company, and **J AND L PROPERTIES**, a California partnership (collectively "**Landowners**").

WITNESSETH

A. Landowners and City entered into a Development Agreement (the "**Development Agreement**"), which was approved by the City Council of City on April 1, 1998, and which was recorded on May 11, 1998 in the official records of Placer County as Instrument No. 98-0034381. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

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

C. This Amendment (the "**Amendment**") amends the Development Agreement. It affects the real property described in Exhibit "A" attached to the Development Agreement and shall run with the land.

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

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

Single Family, Low Density Residential:	884 Units on 267.2 acres;
Multi Family Residential:	465 Units on 19.8 acres;
Community Commercial:	35.7 acres;
Public/Quasi Public (School, Fire Station):	15.2 acres;
Park:	14.0 acres;
Open Space:	117.3 acres.

- b. Revised Section 2.6. Section 2.6 and Section 2.6.2 of the Development Agreement shall be revised in their entirety to read as follows:

"2.6 **Affordable Housing.** Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the terms of this Agreement, Landowner shall work in partnership with the City to develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, the goal hereof is to provide 282 affordable housing units for the Plan Area being approved for development, consisting of 69 middle income purchase units and 213 low and very low income units; Landowner's share of such goal is to provide 213 rental units affordable to low and very low income households, as such units are initially allocated to parcels within the Property as set forth herein. Any adjustment based on actual development shall be subject to the approval of the Housing and Redevelopment Manager.

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

"2.6.2 **Multi-Family Affordable Rental Units.** Subject to any transfer or satisfaction of the affordable housing obligation as provided hereunder, Landowner agrees that 150 senior units will be reserved within Parcel 21, and 63 units will be reserved within Parcel 23 for development for rental to very low and low income households, in accordance with the terms of this Agreement and to the extent City subsidies therefor are timely provided."

- c. Revised Section 2.7.1. The following paragraph shall be added to Section 2.7.1, at the end thereof:

"Notwithstanding anything to the contrary above, Landowner anticipates that a condition of the 404 permit will require the preservation of 0.40 acres of vernal pool wetlands located within an approximately 4.5-acre avoidance area to be located within Parcel 20 and adjacent to Park Parcel 18 as described in the Specific Plan Amendments (the "Parcel 20 Vernal Pool Preserve"). Should the Parcel 20 Vernal Pool Preserve be approved to be re-located to an off-site location by the federal jurisdictional agencies, Park Parcel 18 will receive .5 acres of the Preserve for active park development and Parcel 20 will receive the remaining 4 acres of the Preserve for low-density residential development. Landowner shall be solely responsible for the decision to re-locate the Parcel 20 Vernal Pool Preserve, subject only to the approval of the federal jurisdictional agencies. City shall have no discretion in approving or disapproving such re-location. Landowner shall be responsible to place a sign, the design of which shall be approved in advance by the Planning Director, on each side of the Parcel 20 Vernal Preserve that notifies adjacent residents that the preserve may be developed as single family home sites in the future. Landowner also agrees to record a note on the deed of title for each lot within Parcel 20 that notifies purchasers that the preserve may be developed as single family home sites in the future."

- d. Revised Section 2.7.2. The following paragraph shall be added to Section 2.7.2, at the end thereof:

"In addition to the maintenance obligations above, Landowner shall be solely responsible for satisfying all monitoring, reporting and, at the expense of a funding mechanism required by the Conservation Easement Grant, for the maintenance requirements for the Parcel 20 Vernal Pool Preserve in perpetuity, as determined by the federal jurisdictional authorities. City shall be provided the opportunity to review and comment on the adequacy of the maintenance program and its associated funding. Furthermore, during said maintenance and monitoring period, Landowner shall indemnify, defend and hold harmless City from any and all costs, liabilities or damages for which City is held responsible under the 404 permit, which arise out of or relate to any failure of Landowner to satisfy such maintenance and monitoring requirements, excluding any such failure caused

by the City or any employees, agents or contractors thereof. City acknowledges that any proposed use or improvement of the Parcel 20 Vernal Pool Preserve will be subject to the provisions of the 404 Permit.”

- e. Revised Section 3.2.3.B. Section 3.2.B shall be revised in its entirety to read as follows:

“Parcel 18 Turnkey Park. Landowner shall design and install the park improvements to Parcel 18 subject to and in accordance with the following provisions. Landowner shall provide City evidence of a bond sufficient to provide security for \$421,327 upon the issuance of the 1st building permit within Parcel 20, which shall remain in effect until the issuance of the 101st building permit within Parcel 20 unless terminated earlier upon the written approval of the City Manager.

The park facilities for Parcel 18 shall be constructed and improved according to the plan for each site prepared by Landowner and approved by the City. These park facilities shall be designed in accordance with the preliminary designs therefor described in the Specific Plan and the design standards for such facilities and improvements described in the City’s Park Master Plan. The improvement plan for each park site shall include detailed construction plans, specifications and drawings for the site approved by the City. Landowner shall be responsible for all costs associated with the approval of the plan, including the costs of preparing the required construction plans and drawings.”

- f. Revised Section 3.2.3.D. The following paragraph shall be added to Section 3.2.D at the end of Building Permit Design Schedule:

“Park Parcel 18 shall be designed for the ultimate 3-acre site. If at the time of the design for Parcel 18, the Parcel 20 Vernal Pool Preserve has not been approved by the jurisdictional federal agencies for re-location in accordance with the applicable 404 permit and revised Section 2.7.1 herein, then park Parcel 18 shall be designed for the entire 3 acres in two phases. Phase 1 shall include the 2.5 acre parcel outside of the Parcel 20 Vernal Pool Preserve and Phase 2 shall include the .5 acre within the Preserve area. Such design shall allow Phase 2 to follow Phase 1 with no modification to the Phase 1 design. Notwithstanding Section 2.2.3, the Landowner shall be responsible for all costs, if any, associated with the phased park construction ”

- g. Revised Section 3.2.3.E. The following paragraph shall be added to Section 3.2.E at the end of the Building Permit Construction Schedule:

“If at the time of construction of Parcel 18, the Parcel 20 Vernal Pool Preserve has not been approved by the jurisdictional federal agencies for re-location in accordance with the applicable 404 permit and revised Section 2.7.1 herein, then Park Parcel 18 shall be constructed in two phases. Phase 1 (consisting of 2.5 acres) shall be constructed in accordance with the design described above. Phase 2 (consisting of the remaining .5 acres) shall be constructed with the subdivision improvements of the single family lots within the Parcel 20 Vernal Pool Preserve and shall be completed prior to the first certificate of occupancy thereof.”

- h. Revised Section 3.14. The following paragraph shall be added to Section 3.14, at the end thereof:

“Notwithstanding anything to the contrary above, J & L Properties (“J &L”), the owner of Parcel 1, desires to support, through the use of a Mello-Roos Community Facilities District or such other assessment district (the “Financing District”) that would be limited to Parcel 1, the construction of the frontage improvements (consisting of frontage pavement, curb, gutter, ancillary storm drainage and tree mitigation related thereto) and median landscaping required for the completion of Roseville Parkway, and the frontage improvements for the city regional park to be located within Parcels 2,3 and 4. The City and J&L agree to use their best efforts to cause such Financing District to be formed for Parcel 1, subject to the parties’ mutual agreement on the terms, conditions and assessments related thereto. To the extent permitted by law, City shall use its best efforts to cause bonds to be issued to effect the purposes of this Section, consistent with such Financing District.”

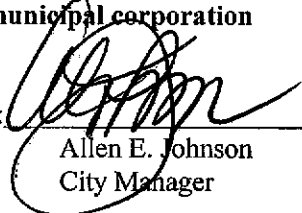
3. **Consistency with General Plan.** The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

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

5. **Form of Amendment.** This Amendment is executed in two duplicate originals, each of which is deemed to be an original.


IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 3345, adopted by the Council of the City of Roseville on the 21st day of April, 1999, and Landowners have caused this Amendment to be executed.

CITY OF ROSEVILLE:
a municipal corporation

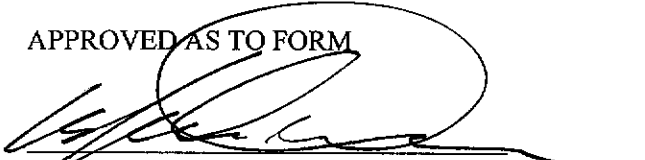
By: 
Allen E. Johnson
City Manager

Date: June 8, _____, 1999

ATTEST:


Carolyn Parkinson
City Clerk

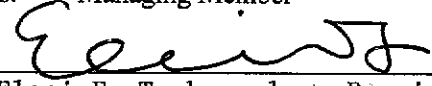
APPROVED AS TO FORM


Mark J. Doane
City Attorney

LANDOWNERS:

OLYMPUS STONERIDGE, LLC,
a California limited liability company,

By: AKT Development Corporation
Its: Managing Member


Eleni F. Tsakopoulos, President

Date: 4/29, 1999

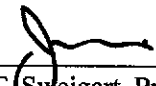
J AND L PROPERTIES
a California partnership

By: Larry Carter Homes
Its: General Partner


Larry A. Carter, President

Date: 4-28, 1999

By: Jack Sweigart and Associates
Its: General Partner


Jack T. Sweigart, President

Date: 4-28, 1999

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

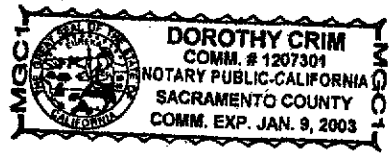
County of Sacramento } ss.

On April 29, 1999, before me, Dorothy Crim,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Eleri F. 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.



Place Notary Seal Above

WITNESS my hand and official seal.
Dorothy Crim
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

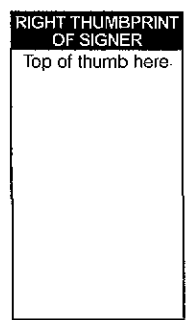
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

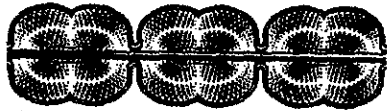
- Signer's Name: _____
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

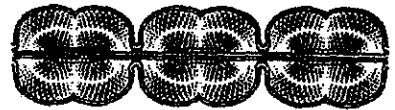


0501 0000 0000 0005

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF Sacramento)

On 4/29/99
DATE

before me,

Kenneth D Murray
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

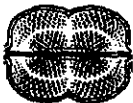
personally appeared, Jack T Sweigart & Larry Healer
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

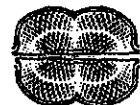


[Signature]
NOTARY PUBLIC SIGNATURE

(SEAL)



OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

2025 0000 0000 0000

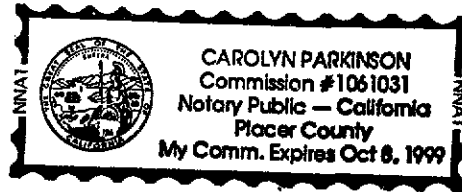
STATE OF CALIFORNIA)
)
) : ss.
COUNTY OF PLACER)

On this 2 day of June in the year of 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson

Notary Public in and for said State



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

Title or Type of Document Deed Agent Amendment - Olympus Stoneledge, LLC
Date of Document 5-21-99

Acknowledgment - All Purpose

1521 0000 1019 0007

Exhibit A-1

Lot 4, as shown on "Northeast Plan Unit No. 2", the official plat of which is filed in the office of the Recorder of Placer County in Book P of Maps, at Page 97; and that portion of Section 5, T.10 N., R.7 E., Section 31, T.11 N., R.7 E., and Section 25 and 36, T.11 N., R.6 E., M.D.M., described as the following three parcels of land:

- (1) Beginning at a point located on the North line of said Section 31, said point being the Northeast corner of Parcel 1, as said parcel is shown on that certain parcel map entitled "Roseville Community Hospital", recorded in the office of the Recorder of Placer County in Book 28 of Parcel Maps, at Page 19; thence from said point of beginning along said North line of Section 31 North 89°27'57" East 3044.34 feet to the East line of the West One-half of the East One-half of said Section 31; thence along said East line South 00°40'23" East 3688.91 feet to the most Northerly corner of "Floodplain Parcel L", as described in that certain Grant Deed to the City of Roseville recorded in the office of the Recorder of Placer County in Book 3500 of Official Records, at Page 237; thence along the boundary of said "Floodplain Parcel L" the following forty-four (44) courses: (1) South 71°34'49" West 12.30 feet, (2) South 67°16'55" West 81.22 feet, (3) South 82°03'38" West 168.57 feet, (4) South 83°03'52" West 183.33 feet, (5) South 73°52'02" West 95.25 feet, (6) South 61°08'02" West 115.69 feet, (7) South 47°36'01" West 124.11 feet, (8) South 29°27'51" West 109.42 feet, (9) South 16°04'21" West 103.83 feet, (10) South 10°33'21" West 86.32 feet, (11) South 01°40'37" East 149.05 feet, (12) South 02°47'44" West 106.30 feet, (13) South 01°37'36" East 48.24 feet, (14) South 04°30'06" West 150.94 feet, (15) South 22°36'14" West 181.14 feet, (16) South 31°11'01" West 153.11 feet, (17) South 33°04'59" West 128.59 feet, (18) South 52°18'12" West 76.33 feet, (19) South 63°51'37" West 61.65 feet, (20) North 85°50'25" West 24.24 feet, (21) South 43°14'55" West 148.49 feet, (22) South 76°41'51" West 86.07 feet, (23) South 61°47'27" West 40.80 feet, (24) South 65°30'03" West 112.93 feet, (25) South 77°54'37" West 85.44 feet, (26) South 83°39'15" West 85.95 feet, (27) South 75°32'48" West 153.14 feet, (28) South 77°16'17" West 98.57 feet, (29) North 87°10'57" West 136.15 feet, (30) North 58°33'08" West 94.66 feet, (31) North 27°52'35" West 89.75 feet, (32) North 14°44'21" West 85.57 feet, (33) North 00°11'51" West 111.05 feet, (34) North 14°58'11" East 80.88 feet, (35) North 06°09'27" West 105.35 feet, (36) North 08°32'33" East 96.20 feet, (37) North 04°19'39" East 75.61 feet, (38) North 08°02'44" West 113.49 feet, (39) North 14°33'10" West 139.20 feet, (40) North 23°50'32" West 80.36 feet, (41) North 27°58'38" West 81.28 feet, (42) North 55°56'52" West 383.95 feet, (43) North 89°48'06" West 80.49 feet and (44) South 62°36'51" West 50.22 feet; thence curving to the right on an arc of 1000.00 feet radius, with a central angle of 03°39'20", from a radial bearing of North 57°07'49" East, said arc being subtended by a chord bearing South 31°02'30" East 63.79 feet to the boundary of Parcel 1, as shown on that certain parcel map recorded in the office of said Recorder in Book 22 of Parcel Maps, at Page 158; thence along last said boundary of Parcel 1, the following twenty-seven (27) courses: (1) West 57.77 feet, (2) South 65°04'26" West 130.50 feet, (3) North 84°17'22" West 100.50 feet, (4) North 53°07'48" West 250.00 feet, (5) North 77°02'50" West 102.61 feet, (6) North 61°48'55" West 300.65 feet, (7) North 40°58'18" West 251.64 feet, (8) North 04°05'08" West 70.18 feet, (9) North 31°45'34" West 123.49 feet, (10) North 11°00'13" West 183.37 feet, (11) North 27°02'44" West 213.33 feet, (12) North 13°49'43" East 133.88 feet, (13) North 38°03'56" East 105.42 feet, (14) North 58°43'31" East 157.95 feet, (15) North 35°18'40" East

147.05 feet, (16) North 06°39'16" West 241.63 feet, (17) North 32°55'56" West 104.85 feet, (18) North 39°17'22" West 170.55 feet, (19) North 52°06'05" West 211.63 feet, (20) North 84°05'38" West 291.55 feet, (21) South 71°04'31" West 185.00 feet, (22) South 53°31'51" West 143.00 feet, (23) South 30°57'50" West 87.46 feet, (24) South 81°15'14" West 131.53 feet, (25) North 47°01'17" West 300.71 feet, (26) North 78°10'43" West 137.78 feet and (27) South 73°57'36" West 55.13 feet; thence curving to the left on an arc of 2200.00 feet radius, with a central angle of 04°29'50", from a radial bearing of South 80°49'14" East, said arc being subtended by a chord bearing North 06°55'51" East 172.64 feet to the boundary of that certain parcel of land described in Exhibit "F" of that certain Grant Deed to the City of Roseville, recorded in the office of said Recorder in Book 3500 of Official Records, at Page 219; thence along last said boundary the following seven (7) courses: (1) North 88°37'07" East 53.78 feet, (2) South 86°55'44" East 138.60 feet, (3) South 65°27'09" East 240.94 feet, (4) South 86°31'52" East 70.00 feet, (5) North 12°55'52" East 30.42 feet, (6) North 86°31'52" West 69.42 feet and (7) North 65°27'09" West 86.58 feet to the Southeast corner of that certain parcel of land described in the Grant Deed to the City of Roseville, recorded in the office of said Recorder on December 14, 1992 as instrument No. 92-095389; thence along said boundary the following six (6) courses: (1) North 00°45'16" West 294.92 feet, (2) South 86°50'28" West 32.61 feet, (3) South 89°14'44" West 175.02 feet, (4) curving to the left on an arc of 62.00 feet radius, with a central angle of 89°27'26", said arc being subtended by a chord bearing South 44°31'01" West 87.26 feet, (5) curving to the right on an arc of reverse curvature with a radius of 2260.00 feet, with a central angle of 03°00'27", said arc being subtended by a chord bearing South 01°17'31" West 118.62 feet and (6) South 09°05'37" West 38.75 feet to the boundary of said parcel of land described in Exhibit "F"; thence along said boundary North 85°51'33" West 113.60 feet to the boundary of Parcel 1, as shown on that certain parcel map recorded in the office of said Recorder in Book 28 of Parcel Maps, at Page 99; thence along said boundary to the following five (5) courses: (1) North 00°27'14" West 38.47 feet, (2) curving to the left on an arc of 2140.00 feet radius, with a central angle of 02°52'30", from a radial bearing of South 87°16'22" East, said arc being subtended by a chord bearing North 01°17'23" East 107.37 feet, (3) curving to the left on an arc of compound curvature with a radius of 62.00 feet, with a central angle of 90°36'24", said arc being subtended by a chord bearing North 45°27'04" West 88.14 feet, (4) South 89°14'44" West 173.94 feet and (5) North 85°59'27" West 54.25 feet to the boundary of "Floodplain Parcel J" as described in that certain Grant Deed recorded in Book 3500 of Official Records of Placer County, at Page 237; thence along the boundary of said "Floodplain Parcel J" North 04°33'04" West 55.62 feet to the boundary of "Floodplain Parcel K", as described in last said Grant Deed; thence along said boundary of "Floodplain Parcel K" the following twenty-two (22) courses: (1) North 04°33'04" West 50.11 feet, (2) North 05°33'16" West 59.17 feet, (3) North 25°22'52" East 30.18 feet, (4) North 06°10'43" East 47.70 feet, (5) North 59°54'49" East 126.02 feet, (6) North 82°17'47" East 24.56 feet, (7) North 79°00'29" East 89.56 feet, (8) North 86°53'42" East 122.66 feet, (9) North 26°08'05" West 23.19 feet, (10) North 73°40'26" West 86.42 feet, (11) North 83°45'10" West 119.75 feet, (12) South 86°22'15" West 90.51 feet, (13) North 00°33'31" West 221.62 feet, (14) North 05°43'17" East 141.19 feet, (15) North 17°23'30" West 111.51 feet, (16) North 05°48'03" East 221.27 feet, (17) North 15°28'11" East 139.80 feet, (18) North 11°16'37" East 55.94 feet, (19) South 41°49'39" East 94.26 feet, (20) North 17°47'33" East 107.65 feet, (21) North 29°37'57" East 208.17 feet and (22) North 22°20'00" East 274.50 feet to the North line of said Section 36; thence along said North line South 89°13'22" West 583.29 feet to Southeasterly line of California Interstate Freeway Route 80; thence along said Southeasterly line the following three (3) courses: (1) North 50°37'42" East 399.72 feet, (2) North 50°29'48" East 604.21 feet and (3) North 51°59'14" East 450.07 feet; thence North 86°55'18" East 524.12 feet to the East line of said Section 25; thence

along said East line South 00°30'17" East 539.78 feet to the boundary of said parcel map entitled "Roseville Community Hospital"; thence along said boundary the following sixty-eight (68) courses: (1) South 89°29'42" West 15.36 feet, (2) North 64°26'18" West 46.15 feet, (3) North 48°01'49" West 35.54 feet, (4) South 60°04'08" West 58.97 feet, (5) North 81°12'43" West 32.37 feet, (6) South 24°41'25" West 26.23 feet, (7) North 82°29'40" West 45.74 feet, (8) South 85°16'52" West 48.33 feet, (9) North 58°09'47" West 49.59 feet, (10) South 60°03'15" West 65.53 feet, (11) North 48°19'16" West 87.84 feet, (12) South 72°29'36" West 67.24 feet, (13) South 66°20'18" West 41.47 feet, (14) South 33°21'47" West 68.57 feet, (15) South 56°13'10" West 50.96 feet, (16) South 19°00'03" West 114.06 feet, (17) South 84°21'32" West 49.67 feet, (18) South 27°24'41" West 64.19 feet, (19) South 87°57'24" West 55.17 feet, (20) South 69°48'18" West 55.04 feet, (21) South 37°08'12" West 54.05 feet, (22) South 52°13'47" West 51.98 feet, (23) South 84°48'20" West 43.09 feet, (24) South 56°32'25" West 47.61 feet, (25) South 25°56'19" West 28.40 feet (26) continuing South 25°56'19" West 100.38 feet, (27) South 12°50'23" West 99.70 feet, (28) South 28°03'37" East 61.82 feet, (29) South 42°12'05" West 33.45 feet, (30) North 45°39'16" West 47.86 feet, (31) South 37°57'13" West 55.12 feet, (32) South 43°22'55" East 35.56 feet, (33) South 01°17'31" West 73.49 feet, (34) South 37°16'09" West 63.93 feet, (35) South 08°34'08" West 46.28 feet, (36) South 44°26'29" West 54.25 feet, (37) South 10°43'33" West 48.30 feet, (38) South 32°36'22" West 92.22 feet, (39) South 45°23'39" West 55.61 feet, (40) South 26°00'13" East 62.58 feet, (41) South 18°22'53" West 55.48 feet, (42) South 18°31'13" East 44.55 feet, (43) South 00°44'00" East 31.72 feet, (44) South 53°39'49" East 44.56 feet, (45) South 03°47'32" East 33.73 feet, (46) South 18°22'17" West 55.77 feet, (47) South 81°51'01" East 60.14 feet, (48) South 54°00'19" East 69.33 feet, (49) South 12°23'21" East 60.40 feet, (50) South 39°14'17" East 8.56 feet, (51) South 15°16'39" East 51.61 feet, (52) South 53°47'17" East 19.37 feet, (53) curving to the left on an arc of 1500.00 feet radius, with a central angle of 08°57'17", from a radial bearing of North 77°05'16" West, said arc being subtended by a chord bearing South 08°26'06" West 234.20 feet, (54) South 69°38'42" East 124.71 feet, (55) North 77°00'44" East 65.11 feet, (56) North 39°18'01" East 44.26 feet, (57) North 03°40'15" East 48.54 feet, (58) North 57°13'03" East 26.71 feet, (59) South 76°47'34" East 90.82 feet, (60) South 54°01'01" East 69.89 feet, (61) North 79°13'10" East 34.49 feet, (62) North 14°34'42" East 127.80 feet, (63) North 59°30'13" East 23.10 feet, (64) South 81°09'31" East 77.70 feet, (65) North 80°13'44" East 93.06 feet, (66) South 64°52'28" East 55.97 feet, (67) North 63°11'29" East 25.88 feet and (68) North 11°36'23" West 24.79 feet; thence leaving last said boundary and running along the boundary of Parcel 2 as shown on that certain parcel map entitled "Portions of Section 31, T.11 N., R.7 E., and Section 36, T.11 N., R.6 E., M.D.M., recorded in the office of said Recorder in Book 26 of Parcel Maps, at Page 158 the following nineteen (19) courses: (1) South 70°57'32" East 139.08 feet, (2) curving to the left on an arc of 600.00 feet radius, with a central angle of 04°25'54", said arc being subtended by a chord bearing South 73°10'29" East 46.40 feet, (3) North 32°47'03" West 32.06 feet, (4) North 44°04'43" East 32.80 feet, (5) North 00°51'52" East 93.50 feet, (6) North 76°50'49" East 76.73 feet, (7) North 34°19'32" East 35.36 feet, (8) North 06°32'15" East 31.43 feet, (9) North 11°20'25" West 39.59 feet, (10) North 25°24'20" East 141.92 feet, (11) South 52°41'50" East 106.75 feet, (12) East 35.34 feet, (13) North 22°16'14" East 39.17 feet, (14) South 85°39'03" East 82.88 feet, (15) North 54°32'30" East 74.75 feet, (16) South 40°53'53" East 79.88 feet, (17) North 64°05'06" East 115.70 feet, (18) South 71°12'48" East 69.52 feet and (19) curving to the left on an arc of 26.51 feet radius, with a central angle of 108°22'03", said arc being subtended by a chord bearing North 54°36'11" East 42.99 feet to said boundary of the parcel map entitled "Roseville Community Hospital"; thence along said boundary the following five (5) courses: (1) North 89°27'57" East 167.05 feet, (2) North 62°10'16" East 184.78 feet, (3) North 72°14'36" East 96.48 feet, (4) North 41°57'53" East 30.64 feet and (5)

North 00°32'03" West 765.38 feet to the point of beginning.

TOGETHER WITH:

- (2) Beginning at a point located on the Southerly line of said Section 31, from which the Southeast corner thereof bears North 89°15'02" East 1310.66 feet; thence from said point of beginning along said Southerly line South 89°15'02" West 497.44 feet; thence South 03°11'05" East 280.26 feet to a point located on the boundary of that certain parcel recorded in Book 3500 of Official Records of Placer County, at Page 219; thence along last said boundary North 54°45'22" West 383.79 feet to a point located on the boundary of that certain parcel designated "Floodplain Parcel L" in that certain Grant Deed to the City of Roseville, recorded in said Book 3500 of Official Records, at Page 237; thence along last said boundary the following sixteen (16) courses: (1) North 29°24'15" East 113.00 feet, (2) North 17°46'11" East 167.72 feet, (3) North 10°44'18" East 147.57 feet, (4) North 07°59'50" East 132.38 feet, (5) North 08°52'40" East 138.39 feet, (6) North 06°22'06" West 161.97 feet, (7) North 14°18'37" West 110.16 feet, (8) North 09°36'34" West 135.13 feet, (9) North 00°27'27" East 97.24 feet, (10) North 17°44'47" East 116.90 feet, (11) North 32°50'50" East 60.39 feet, (12) North 58°50'04" East 81.91 feet, (13) North 73°23'37" East 85.47 feet, (14) North 89°16'26" East 92.47 feet, (15) North 87°52'44" East 71.24 feet and (16) North 78°42'14" East 293.58 feet to the East line of the West One-half of the East One-half of said Section 31; thence along last said East line, South 00°40'23" East 1394.60 feet to the point of beginning.

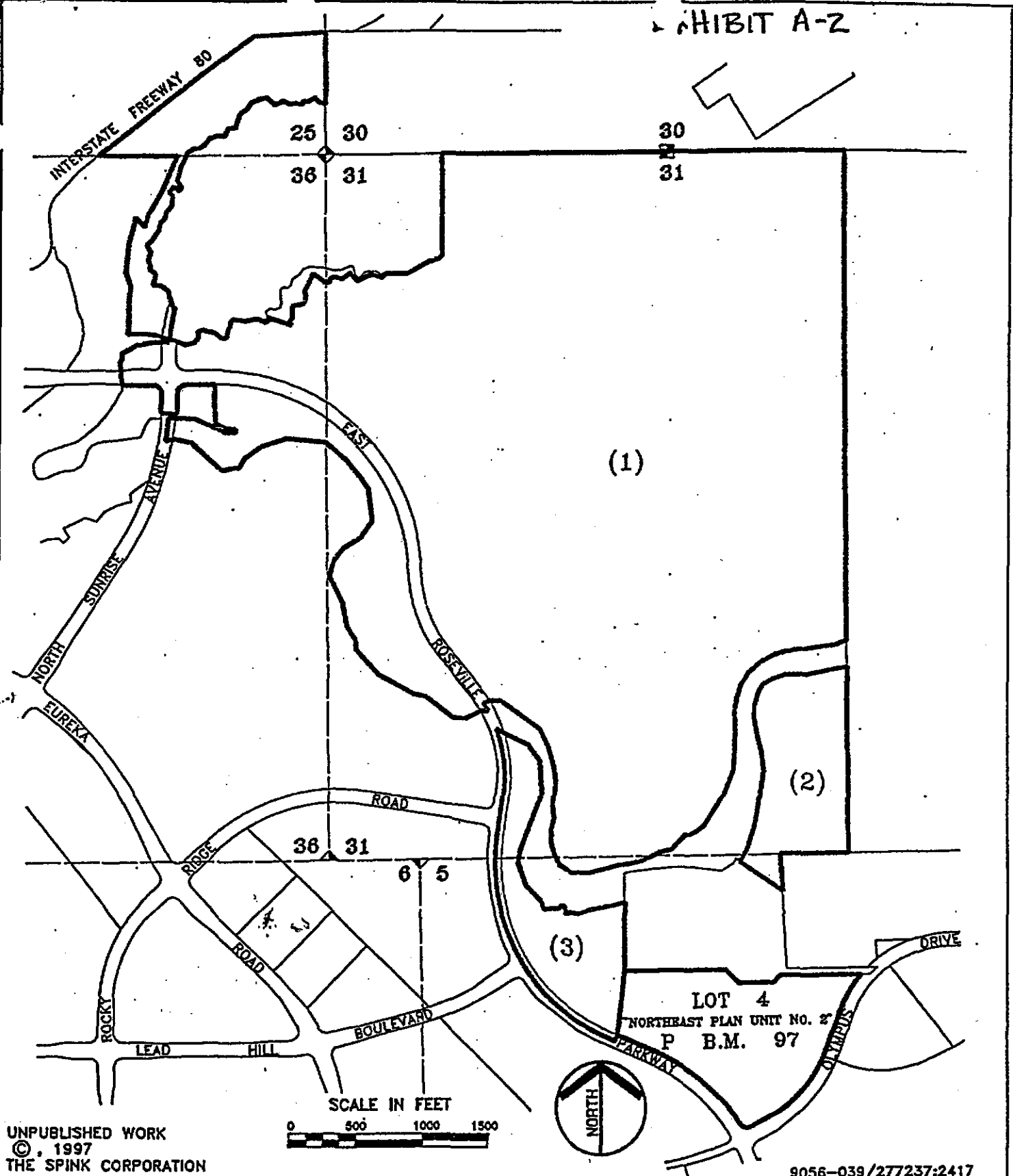
TOGETHER WITH:

- (3) Beginning at the Northwest corner of Lot 4, as shown on that certain map entitled "Northeast Plan Unit No. 2", the official plat of which is recorded in the office of the Recorder of Placer County in Book P of Maps, at Page 97; thence from said point of beginning along the Westerly line of said Lot 4, South 06°32'07" West 476.65 feet to the Southwest corner of said Lot 4; thence South 23°47'26" West 50.00 feet to a point on the boundary of the "Northeast Plan Unit No. 1", the official plat of which is recorded in the office of said Recorder in Book P of Maps, at Page 45; thence along said last boundary the following two (2) courses: (1) North 66°12'34" West 111.38 feet and (2) curving to the right on an arc of 1400.00 feet radius, with a central angle of 33°59'50", said arc being subtended by a chord bearing North 49°12'39" West 818.58 feet to a point located on the boundary of said "Northeast Plan Unit No. 2"; thence along last said boundary the following two (2) courses: (1) curving to the right on an arc of 1400.00 feet radius, with a central angle of 40°49'40", said arc being subtended by a chord bearing North 11°47'54" West 976.64 feet and (2) North 08°36'56" East 126.79 feet to the Southeasterly corner of Parcel 1, as shown on that certain parcel map recorded in the office of said Recorder in Book 22 of Parcel Maps, at Page 158; thence along the Easterly boundary of said parcel 1, the following two (2) courses: (1) North 08°36'56" East 170.60 feet and (2) curving to the left on an arc of 1000.00 feet radius, with a central angle of 29°23'11", said arc being subtended by a chord bearing North 06°04'40" West 507.29 feet to a point located on the boundary of "Floodplain Parcel L", as described in that certain Grant Deed to the City of Roseville, recorded in the office of said Recorder in Book 3500 of Official Records, at page 237; thence along last said boundary the following twenty-one (21) courses: (1) South 59°59'30" East 76.43 feet, (2) South 66°10'20" East 203.74 feet, (3) South 37°22'01" East 157.89 feet, (4) South 03°32'49" East 231.80 feet, (5) South 08°46'29" West 39.65 feet, (6) South 22°49'16" West 438.31 feet, (7) South 09°04'27" West 86.18 feet, (8) South 20°16'08" East 81.17 feet, (9) South 21°16'02" East 99.93 feet, (10) South 46°19'16" East 159.96 feet, (11) South 24°37'38" East 72.03

feet, (12) North 83°12'10" East 71.33 feet, (13) South 83°01'40" East 37.45 feet, (14) North 39°23'12" East 34.02 feet, (15) South 61°36'28" East 26.95 feet, (16) South 15°39'46" East 56.97 feet, (17) North 60°06'55" East 33.43 feet, (18) South 79°18'38" East 66.01 feet, (19) North 71°52'00" East 96.52 feet, (20) North 79°22'11" East 173.96 feet and (21) North 77°28'54" East 98.91 feet to a point on the Westerly boundary of that certain parcel of land described in Exhibit "G" on that certain Grant Deed to the City of Roseville, recorded in the office of said Recorder in Book 3500 of Official Records, at Page 219; thence along land said boundary, South 514.47 feet to the point of beginning.

1991 0000 0000 0012

EXHIBIT A-2



UNPUBLISHED WORK
 ©, 1997
 THE SPINK CORPORATION

9056-039/277237:2417

TITLE: EXHIBIT OF LOT 4, P B.M. 97 AND PORTION OF SEC.5, T.10N, R.7E., SEC. 31, T.11N., R.7E., & SEC.25 & 36, T.11N., R.6E., M.D.M.

CLIENT: AKT DEVELOPMENT

DATE: 11/97 **JOB NO.:** 9051-025
DRAWN BY: J.K. **CHECKED BY:** C.W.

REVISION

The Spink Corporation
 2590 VENTURE OAKS WAY SACRAMENTO, CA 95833
 PHONE: (916)925-5550 FAX: (916)921-9274
SCALE: 1"=1000' **CODE:** AA-6.7; Z-6 **DR.NO.:** H-8011

ORDINANCE NO. 3345

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING AN AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
STONERIDGE SPECIFIC PLAN (OLYMPUS STONERIDGE, LLC, et al.),
AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into an Amendment to Development Agreement with Olympus Stoneridge, LLC and Larry A. Carter and Jack T. Sweigart as co-trustees of the J & L Properties Profit Sharing Plan (collectively "Landowners"), to alter and clarify provisions in the existing Development Agreement.

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

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

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

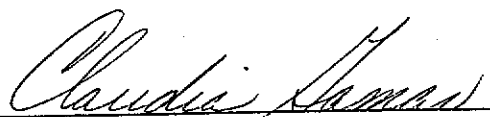
SECTION 4. The City Clerk is directed to record the executed Amendment Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this 21st day of April 1999, by the following vote on roll call:

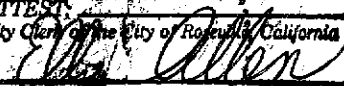
AYES COUNCILMEMBERS: Earl Rush, Dan Goodhall, Randolph Graham, Claudia Gamar
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: Harry Crabb


MAYOR PRO TEMPORE

ATTEST:


ASSISTANT City Clerk

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

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

10521 010101 00119 00111

Ord 3345
pg 2

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

rsc/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*