



Sacramento County Recording
 Mark Norris, Clerk/Recorder
 BOOK **20041124** PAGE **1100**
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 SPM/16/1-11

OFFICIAL BUSINESS
 Document entitled to free recording
 Government Code Section 6103

RECORDING REQUESTED BY AND
 WHEN RECORDED, MAIL TO:

City of Rancho Cordova
 3121 Gold Canal Drive
 Rancho Cordova, CA 95670
 Attn: Lillian Hare, City Clerk

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

RECEIVED

DEC 07 2004

RANCHO CORDOVA
 PLANNING

**AMENDMENT TO THE VILLAGES OF ZINFANDEL
 DEVELOPER AGREEMENT**

by and between the

CITY OF RANCHO CORDOVA

and

ELLIOTT HOMES, INC.

**RELATIVE TO VILLAGES OF ZINFANDEL
 ALEXANDER COLLECTION SUBDIVISION**

AMENDMENT TO THE VILLAGES OF ZINFANDEL DEVELOPMENT AGREEMENT
95-CZB-DGB-ZOB-SDB-TSM-0533

This AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) is entered into as of August 2, 2004 by and between ELLIOTT HOMES, INC., a corporation of the State of Arizona (“Developer”), and the CITY OF RANCHO CORDOVA, a municipal corporation (“City”), who hereby agree as follows:

WHEREAS, this Amendment revises “The Villages of Zinfandel Development Agreement” (“Development Agreement”), entered into on May 28, 2003 between Elliott Homes and the County of Sacramento, a subdivision of the State of California, and recorded in Book 20030408, page 2493. The Development Agreement allocates rights and responsibilities of the County and Developer with respect to the mixed-use community development called The Villages of Zinfandel (the “Villages of Zinfandel Project”), on approximately 671.39 acres of property (the “Property”) within the Villages at Zinfandel Special Planning Area (the “Zinfandel SPA”) in the City, as described in Exhibit A to the Development Agreement.

WHEREAS, pursuant to section 1.7 of the Development Agreement, the parties may mutually agree to amend the Development Agreement as it applies to any portion of the Villages of Zinfandel Project.

WHEREAS, this Amendment concerns that portion of the Villages of Zinfandel development known as the “Alexander Collection Subdivision”, consisting of 196 single-family residential units on approximately 29.7 acres of land, as further defined by the legal description, and as highlighted on the map, both of which are attached hereto as Exhibit A.

WHEREAS, on December 15, 2003, the City approved a General Plan Amendment reflecting a change in the land use designation of the Alexander Collection Subdivision from Medium Density Residential to Low Density Residential, by adopting Resolution No. 82-2003.

WHEREAS, on December 15, 2003, the City amended the Zinfandel SPA in the City’s Zoning Code, from Medium Density Residential to Low Density Residential, by adopting Ordinance 29-2003.

WHEREAS, the City approved the Vesting Tentative Subdivision Map for the Alexander Collection Subdivision, subject to certain Conditions of Approval, Condition 19 of which requires modification of land use designations described in the Development Agreement in order to reflect the aforementioned changes, and requires Developer to pay an annual special tax for police services for the purpose of mitigating the additional demands on the City’s law enforcement services resulting from development of the Alexander Collection Subdivision.

WHEREAS, the City and Developer also wish to amend the term of the Development Agreement and provide for the payment by Developer of a park renovation fee.

NOW, THEREFORE, in further consideration of the above recitals, and pursuant to Section 1.7 of the Development Agreement, Developer and City hereby agree to modify the Development Agreement as follows:

A. "Exhibit B" of the Development Agreement, entitled "Land Use Map", shall be replaced with the revised map, attached hereto as Exhibit B, which depicts the mutually agreed upon change of the General Plan designation of the Alexander Collection Subdivision from "Medium Density Residential" to "Low Density Residential."

B. "Exhibit C" of the Development Agreement, entitled "Zinfandel Special Planning Area", shall be modified as follows: Section 512-215 of the County Zoning Code, entitled "Zinfandel Land Use Plan", shall be replaced with the revised Section 512-215, attached hereto as Exhibit C, which reflects the mutually agreed upon change in land use of the Alexander Collection Subdivision from "Medium Density Residential" to "Low Density Residential."

C. The following provisions shall be added to Section 3 of the Development Agreement, entitled "Developer Obligations":

3.4. Police Services. The Developer agrees to vote in favor of, and to cooperate in, the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Alexander Collection Subdivision. The Developer shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Alexander Collection Subdivision. The special tax shall be in the amount of two hundred fifty dollars (\$250) annually per residential parcel or residential parcel equivalent. The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of the building permit for each subject parcel. The Developer shall pay all the costs of conducting the election and all costs related to the implementation of this paragraph for development of the Alexander Collection Subdivision.

3.5. Existing Park Renovation Fees. Developer agrees that it shall pay the City the total sum of seven hundred thirty three dollars (\$733) for each residential parcel or residential parcel equivalent shown on the final maps for the Property. Beginning on January 1, 2006, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California area between August and August of each year. This fee shall be paid to the City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by the City, at its sole discretion to renovate, repair, improve or maintain existing parks in the City. This payment is made voluntarily by the Developer. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Developer agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication

obligations, including Quimby Act fees as a result of paying the existing park renovation fees required under this Section.

D. Section 1.6 of the Development Agreement shall be amended and restated in its entirety as follows:

Term. The term of this Agreement shall commence on the Effective Date of the ordinance authorizing the approval and execution of this Agreement and shall extend for a period of fifteen (15) years from that date unless it is terminated, modified or extended by the circumstances set forth in this Agreement or by the mutual agreement of the parties.

E. The first and second sentences of Section 7.1(a) of the Development Agreement shall be amended and restated in their entirety as follows:

Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

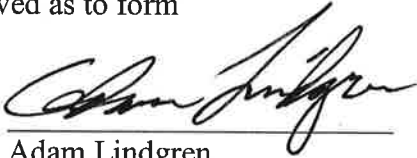
- (a) Expiration of the fifteen (15) year term.

F. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

G. Except as expressly amended by this Amendment, all of the terms, conditions and provisions of the Development Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly signed this Amendment to the Development Agreement as of the date first written above.

Approved as to form

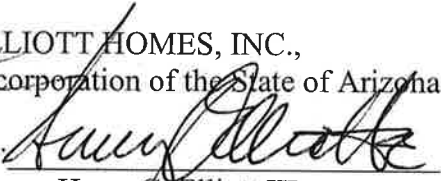
By: 
Adam Lindgren
City Attorney

CITY OF RANCHO CORDOVA,
a municipal corporation

By: 
Linda Budge
Mayor

Attest: 
Lillian Hare
City Clerk

686288_2

ELLIOTT HOMES, INC.,
A corporation of the State of Arizona
By: 
Harry C. Elliott III
President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SACRAMENTO } ss.

On NOVEMBER 17, 2004 before me, SHERI HASSELL, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared HARRY C. ELLIOTT, III
Name(s) of Signer(s)

- personally known to me
- 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.
[Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

AMENDMENT TO THE VILLAGES OF ZINFANDEL

Title or Type of Document: DEVELOPMENT AGREEMENT 95-CZB-DGB-ZOB-SDB-TSM-0533

Document Date: AUGUST 2, 2004 Number of Pages: 6 INCL. ACK.

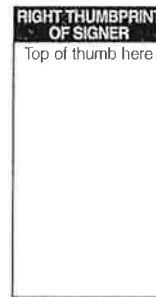
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: HARRY C. ELLIOTT, III

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

Signer Is Representing: ELLIOTT HOMES, INC.





Public Agency Form of Acknowledgement

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On November 16, 2004, before me, Anna Olea-Moger, Assistant City Clerk for the City of Rancho Cordova, personally appeared Linda Budge, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity of Mayor of the City of Rancho Cordova, and that by her signature on the instrument the person, or the entity upon behalf of which she acted, executed the instrument.

Witness my hand and official seal.


Anna Olea-Moger, Assistant City Clerk

Description of Attached Document

**Development Agreement – Elliott Homes, Inc. Relative to Villages of Zinfandel
Alexander Collection Subdivision**

LIST OF EXHIBITS TO AMENDMENT

- Exhibit A - Legal Description of Alexander Collection Subdivision; Map of Villages of Zinfandel Unit No. 8 (Alexander Collection Subdivision)
- Exhibit B - General Plan Amendment (Map)
- Exhibit C - Land Use Exhibit (Rezone of Zinfandel Special Planning Area--County Zoning Code Section 512-215)

EXHIBIT 'A'

LEGAL DESCRIPTION

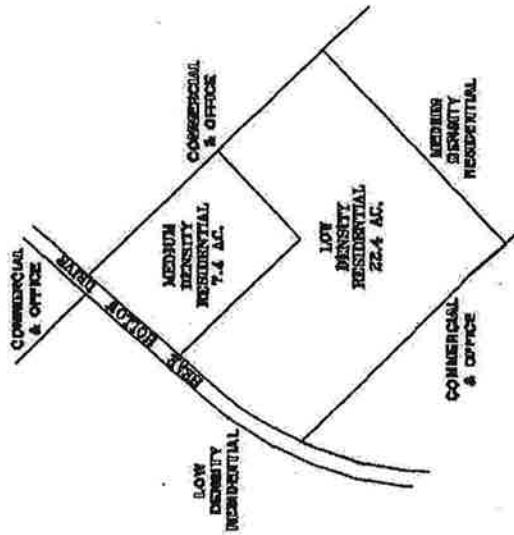
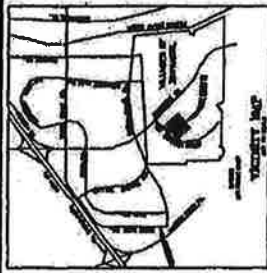
All of Lot 3 as shown on the Final Map of Villages of Zinfandel Unit No. 9, recorded in Book 317 of Maps, at Page 7, Sacramento County Records, in the City of Rancho Cordova, County of Sacramento, State of California.

April 7, 2004

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

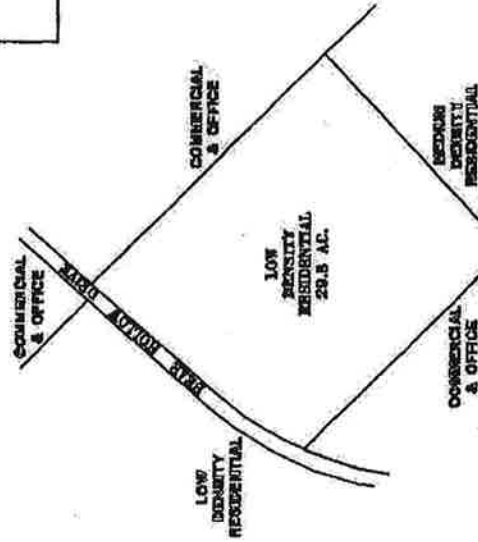
GENERAL PLAN AMENDMENT
ALEXANDER COLLECTION
 AT
STONE CREEK
 RANCHO CORDOVA, CALIFORNIA



EXISTING GENERAL PLAN

SUMMARY:

LOW DENSITY RESIDENTIAL	22.4 AC.
MEDIUM DENSITY RESIDENTIAL	7.4 AC.
TOTAL	29.8 AC.



PROPOSED GENERAL PLAN

SUMMARY:

LOW DENSITY RESIDENTIAL	29.8 AC.
TOTAL	29.8 AC.

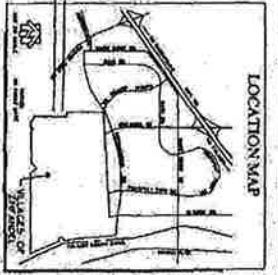
SEPTEMBER 15, 2003



G.C. WALLACE OF CALIFORNIA, INC.
 Engineers/Planners/Surveyors
 215 West 42nd St., 10th Floor, New York, NY 10018-3602
 Telephone: (212) 921-7200 Fax: (212) 921-7201

VILLAGES OF ZINE ANDEL

LAND USE EXHIBIT
SACRAMENTO COUNTY, CALIFORNIA



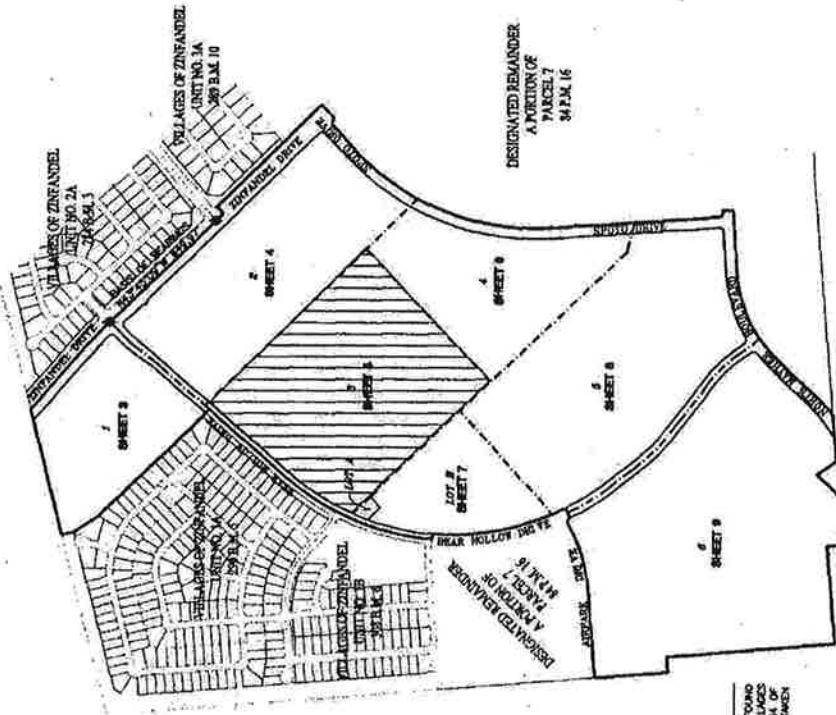
067-0010-006

067-0010-023

215
LAND USE EXHIBIT

REVISSED: APRIL 7, 2004
OCTOBER 7, 2002
JUNE 2002
G.C. WALLACE OF CALIFORNIA, INC.
Engineers/Planners/Architects
1000 Northgate Blvd., Suite 100
Sacramento, CA 95833
916-442-1100
www.gcw.com

Map of Villages of Zinfandel Unit No. 8 (Alexander Collection Subdivision)



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS AS SHOWN ON THE FINAL MAP ENTITLED "VILLAGES OF ZINFANDEL UNIT NO. 2A" AND RECORDED IN BOOK 254 OF THE MAPS AT PAGE 3, IN SAID COUNTY. SAID LINE IS TAKEN TO BEAR NORTH 49°40' WEST.

REFERENCES

- (1) 204 B.M. 3, VILLAGES OF ZINFANDEL UNIT NO. 2A
- (2) 205 B.M. 3, VILLAGES OF ZINFANDEL UNIT NO. 2A
- (3) 206 B.M. 3, VILLAGES OF ZINFANDEL UNIT NO. 2A
- (4) 207 B.M. 3, VILLAGES OF ZINFANDEL UNIT NO. 2A
- (5) 84 P.M. 16, PARCEL MAP OF THE COOK CAPITAL CENTER

NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADII, DELTA AND ARC LENGTH. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
2. TOTAL AREA FOR THIS SUBDIVISION IS TWENTY ACRES GROSS, CONSISTING OF 8 BUILDING LOTS AND 3 MANICULATED LOTS.
3. LOT 1 SHALL BE GRANTED IN FEE TO THE COUNTY SHERIFF'S DISTRICT-1 (CD-1).
4. LOT 8 SHALL BE GRANTED IN FEE TO THE TULSON CORDOVA UNITED SCHOOL DISTRICT.
5. LOT 6 IS DESIGNATED AS A PUBLIC UTILITY EASEMENT (P.U.E.).
6. LOT 6 IS DESIGNATED FOR LANDSCAPING PURPOSES.
7. LOT 8 SHALL BE OWNED AND MAINTAINED BY CORDOVA RECREATION AND PARK DISTRICT.
8. THE APPROXIMATE OFFER OF DEDICATION (I.O.D.) FOR 20010419 O.R. 777, NOT SHOWN HEREON IS ANNOUNCED PURSUANT TO SECTION 8848.20 1/2 OF THE GOVERNMENT CODE.
9. THE APPROXIMATE OFFER OF DEDICATION (I.O.D.) FOR 20011108 O.R. 32, NOT SHOWN HEREON IS ANNOUNCED PURSUANT TO SECTION 8848.20 1/2 OF THE GOVERNMENT CODE.
10. PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE, ROAL, AND ASSOCIATES DATED MARCH 2, 2001. A COPY OF THE REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.
11. THERE IS A ONE (1) FOOT PAVED EASEMENT ADJACENT TO ALL ROAD RIGHT OF WAYS SHOWN HEREON.

LEGEND

- BENCHMARK POINT
- SET 6 1/2' BEARS CAPTER L.S. 8815 AT 1/4" HORIZ. SCALE
- SET 1 1/2' BEARS CAPTER L.S. 8815 AT 1/4" HORIZ. SCALE
- SET 3 1/4' BEARS CAPTER L.S. 8815 AT 1/4" HORIZ. SCALE
- SET 3 1/4' FROM PIPE WITH PLUS - L.S. 8815
- SET 1-1/2' FROM PIPE WITH PLUS - L.S. 8815
- FOUND 3/4" FROM PIPE WITH PLUS - L.S. 8815
- FOUND 1-1/2' FROM PIPE WITH PLUS - L.S. 8815
- () RECORD INFORMATION FOR REFERENCE
- (R) RADIAL LINE
- P.E. PUBLIC UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- DELTA XX' XX' XX'
- I.O.D. APPROXIMATE OFFER OF DEDICATION

FINAL MAP NO. 95-0593.7 OF VILLAGES OF ZINFANDEL UNIT NO. 9

BEING A PORTION OF PARCEL OF THE
"COOK CAPITAL CENTER" PARCEL MAP
FILED IN 84 P.M. 16, AND ALL OF A GRANT DEED
RECORDED IN 200005 O.R. 1691, SACRAMENTO COUNTY RECORDS
AND SITUATE WITHIN SECTIONS 1 AND 2, T. 1 N., R. 6 E., M.D.M.
CITY OF LANCHICO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

JULY 2003

WOOD ROGERS
Surveyors, P.C.
2000 N. ST. MARYS ROAD
SACRAMENTO, CA 95816
TEL: 916.441.7700
FAX: 916.441.7787

Sheet 2 of 9