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RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Mindy Cuppy, City Clerk


Sacramento County Recorder
Donna Allred, Clerk/Recorder
BOOK 20160308 PAGE 1060
Check Number 0143
Tuesday, MAR 08, 2016 1:51:10 PM
Ttl Pd \$0.00 Rcpt # 0008989841
MGJ/07/1-10

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

APN 072-2360-027 and portions of 072-2360-023,
072-2360-024, 072-2360-025, and 072-2360-026, Sacramento County

**AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RANCHO CORDOVA
AND ELLIOT HOMES, INC RELATIVE TO THE
VILLAGES OF ZINFANDEL**

This Amendment to Development Agreement ("**Amendment**") is entered into this 19th day of January 2010, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**") and ELLIOTT HOMES, INC., a corporation of the State of Arizona ("**Elliott**"), who agree as follows:

RECITALS

WHEREAS, this Amendment revises "The Villages of Zinfandel Development Agreement" ("Development Agreement"), entered into on May 28, 2003 between Elliott and the County of Sacramento, a subdivision of the State of California, prior to incorporation of the City; and

WHEREAS, the Development Agreement was recorded on June 6, 2003, in Sacramento County Book 20030606, page 877 and re-recorded July 17, 2007 in Book 20070717, page 1286 and

WHEREAS, the City, as a result of its incorporation, succeeded to the County of Sacramento's interests in the Development Agreement; and

WHEREAS, the State of California has entered into an Option, Purchase, and Sale Agreement ("**Option Agreement**") through which it has an option to purchase from Elliott approximately thirty (30) acres of real property located in the City of Rancho Cordova within the Villages of Zinfandel Project, more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto, and incorporated herein by this reference ("**Property**"); and

WHEREAS, the State and City have entered into an agreement, titled, "Agreement to Allow Removal of Approximately 30 Acres of Land from the Villages of

Zinfandel Development Agreement," to address possible issues with the design and uses for the Property by the State; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), California Code of Regulations section 15061, this Amendment is exempt from CEQA because there is no possibility that the Amendment will have a significant effect on the environment. The Amendment will not cause any additional direct physical change in the environment, or any additional reasonably foreseeable indirect physical change in the environment which has not already been analyzed in the environmental analysis done during the approval of the Development Agreement; and

WHEREAS, this Amendment only removes approximately thirty (30) acres from the proposed project originally presented in the Development Agreement. This Amendment does not change the rest of the original project in any significant way; and

WHEREAS, pursuant to Government Code §65868, City and Elliott wish to amend and remove the Property from the Development Agreement in the event State exercises an option to purchase the Property.

NOW, THEREFORE, in further consideration of the above recitals, City and Elliott hereby agree to amend the Development Agreement as follows:

AGREEMENT

A. The Property identified in the attached **Exhibit A** and depicted in **Exhibit B** is hereby removed in its entirety and no longer subject to the term or conditions of the Villages of Zinfandel Development Agreement recorded June 6, 2003, in Sacramento County Book 20030606, page 877 and re-recorded July 17, 2007 in Book 20070717, page 1286.

B. This Amendment will automatically lapse and the term and conditions of the Development Agreement existing prior to the effective date of this Amendment will remain in full force and effect without alteration if either: (1) the deed transferring title of the Property to the State is not recorded by September 1, 2013, except in the event the State and Elliott extend the option term in which case the new option expiration date shall prevail; or (2) the State terminates their option under the Option Agreement.

C. 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.

D. 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 City of Rancho Cordova, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 25-2009, adopted by

the Council of the City on January 19, 2010, and Elliott has caused this Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: 

~~Ted Grotzer~~, City Manager
Joe Chinn

Date: 1/11/10

"ELLIOTT"


ELLIOTT HOMES, INC
an Arizona Corporation

By: 

Harry C. Elliott III
President

Date: 1/7/10

ATTEST:


Mindy Cuppy, City Clerk

APPROVED AS TO FORM:


Adam U. Lindgren, City Attorney

Date: 1/20/10

EXHIBIT LIST

Exhibit A Legal Description of Property

Exhibit B Depiction of Property

EXHIBIT 'A'
LEGAL DESCRIPTION

All of Lot 5 and a portion of Lots 1, 2, 3 and 4, as shown on the Final Map entitled "Stone Creek Phase 1" and recorded in Book 369 of Maps, at Page 8, Sacramento County Records, in the City of Rancho Cordova, County of Sacramento, State of California, and described as follows:

COMMENCING at a point which is the most northerly northwest corner of said Lot 4, also being a point on the southerly right-of-way line of Airpark Drive, as shown on the Final Map entitled "Villages of Zinfandel Unit No. 1C" and recorded in Book 320 of Maps, at Page 1, in said County; THENCE along the northerly boundary line of said Lot 4, also being said southerly right-of-way line, North 85°30'14" East, a distance of 145.31 feet to the TRUE POINT OF BEGINNING; THENCE continuing along said northerly boundary line, North 85°30'14" East, a distance of 346.15 feet; THENCE along a tangent curve concave to the northwest, having a radius of 1031.00 feet, northeasterly 360.40 feet, along said curve through a central angle of 20°01'43" to a point on the northerly boundary line of said Lot 5, also continuing to be said southerly right-of-way line; THENCE continuing along said northerly boundary line, North 65°28'31" East, a distance of 67.09 feet; THENCE along a tangent curve concave to the southwest, having a radius of 25.00 feet, southeasterly 38.37 feet, along said curve through a central angle of 87°56'24" to a point on the northeasterly boundary line of said Lot 5, also being the southwesterly right-of-way line of Bear Hollow Drive, as shown on said Final Map entitled "Stone Creek Phase 1"; THENCE continuing along said northeasterly boundary line, North 63°24'55" East, a distance of 33.00 feet to a point on the centerline of said Bear Hollow Drive; thence continuing along said northeasterly boundary line, also being said centerline, along a non-tangent curve concave to the northeast, having a radius of 1500.00 feet, and to which a radial line bears South 63°24'55" West, southeasterly 285.26 feet, along said curve through a central angle of 10°53'46"; THENCE continuing along said northeasterly boundary line, South 37°28'51" East, a distance of 155.10 feet; THENCE along a tangent curve concave to the northeast, having a radius of 1500.00 feet, southeasterly 254.54 feet, along said curve through a central angle of 09°43'22" to a point on the northeasterly boundary line of said Lot 1, also continuing to be said centerline; THENCE leaving said northeasterly boundary line and into said Lot 1, South 42°47'47" West, a distance of 33.00 feet to a point on the southwesterly right-of-way line of said Bear Hollow Drive; THENCE leaving said southwesterly right-of-way line and through said Lots 1 thru 4 respectively the following nineteen (19) arcs, courses and distances:

1. South 17°48'43" West, a distance of 550.04 feet;
2. South 45°41'36" West, a distance of 519.94 feet;
3. North 40°57'24" West, a distance of 32.04 feet;

4. along a tangent curve concave to the southwest, having a radius of 65.00 feet, northwesterly 59.84 feet, along said curve through a central angle of 52°44'59";
5. South 86°17'37" West, a distance of 85.17 feet;
6. along a tangent curve concave to the southeast, having a radius of 50.00 feet, southwesterly 28.26 feet, along said curve through a central angle of 32°23'21";
7. South 53°54'16" West, a distance of 72.39 feet;
8. along a tangent curve concave to the northwest, having a radius of 25.00 feet, southwesterly 13.72 feet, along said curve through a central angle of 31°26'04";
9. South 85°20'20" West, a distance of 259.72 feet;
10. along a tangent curve concave to the northeast, having a radius of 35.00 feet, northwesterly 50.80 feet, along said curve through a central angle of 83°10'06";
11. North 11°29'34" West, a distance of 48.30 feet;
12. North 04°30'14" West, a distance of 139.89 feet;
13. North 02°41'59" West, a distance of 95.29 feet;
14. North 04°30'14" West, a distance of 109.12 feet;
15. North 06°13'53" West, a distance of 99.52 feet;
16. North 04°30'14" West, a distance of 395.93 feet;
17. North 05°17'36" West, a distance of 108.85 feet;
18. North 05°57'46" West, a distance of 196.39 feet;
19. North 04°30'14" West, a distance of 136.91 feet to the TRUE POINT OF BEGINNING.

Containing 30.53 acres gross and 30.00 acres net, more or less.

Basis of Bearings for this description is the northerly boundary line of said Lot 4. Said line is taken to bear North 85°30'14" East.

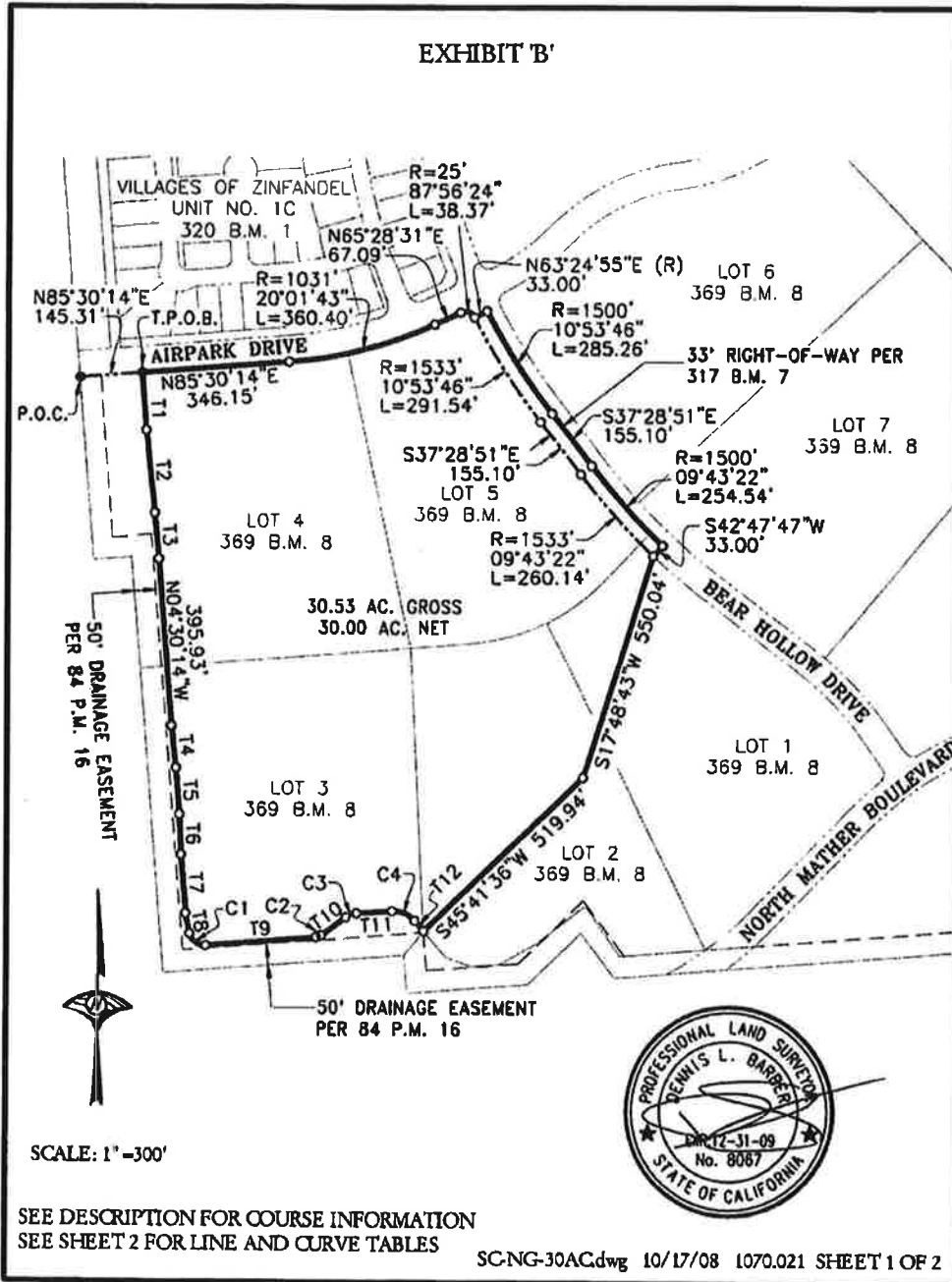
October 17, 2008

END OF DESCRIPTION



PREPARED BY WOOD-RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT 'B'



SCALE: 1" = 300'

SEE DESCRIPTION FOR COURSE INFORMATION
SEE SHEET 2 FOR LINE AND CURVE TABLES



EXHIBIT 'B'

#	RADIUS	DELTA	ARC LENGTH
C1	R=35'	83°10'06"	L=50.80'
C2	R=25'	31°26'04"	L=13.72'
C3	R=50'	32°23'21"	L=28.26'
C4	R=65'	52°44'59"	L=59.84'

#	BEARING	DISTANCE
T1	N04°30'14"W	136.91'
T2	N05°57'46"W	196.39'
T3	N05°17'36"W	108.85'
T4	N06°13'53"W	99.52'
T5	N04°30'14"W	109.12'
T6	N02°41'59"W	95.29'
T7	N04°30'14"W	139.89'
T8	N11°29'34"W	48.30'
T9	S85°20'20"W	259.72'
T10	S53°54'16"W	72.39'
T11	S86°17'37"W	85.17'
T12	N40°57'24"W	32.04'

SEE DESCRIPTION FOR COURSE INFORMATION
SEE SHEET 1 FOR LINES AND CURVES

SC-NG-30AC.dwg 10/17/08 1070.021 SHEET 2 OF 2

1325351.3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of **Sacramento**

}
} ss.

On **January 22, 2010** before me, **Sheri Hassell, Notary Public**

personally appeared **Harry C. Elliott, III**

Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information 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: **Amendment to Development Agreement (Villages of Zinfandel)**

Document Date: **January 19, 2010**

Number of Pages: **8**

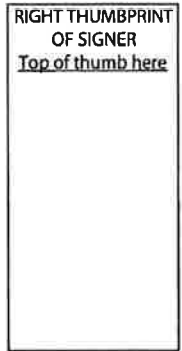
Signer(s) Other Than Named Above: **Ted Gaebler**

Capacity(ies) Claimed by Signers

Signer's Name: **Harry C. Elliott, III**

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



Signer is Representing: **Elliott Homes, Inc., an Arizona corporation**



Public Agency Form of Acknowledgement – CA Civil Code 1189(a)(1)

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On *January 11, 2010* before me, Brenda Lehr, Deputy City Clerk for the City of Rancho Cordova, personally appeared Joe Chinn, Assistant City Manager who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.


Brenda Lehr, Deputy City Clerk



Description of Attached Document:

Amendment to Development Agreement by and between the City of Rancho Cordova and Elliott Homes, Inc. Relative to the Villages of Zinfandel