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Government Code Section 6103

RECORDING REQUESTED BY  
AND  
WHEN RECORDED, MAIL TO:

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



Sacramento County Recorder  
Donna Allred, Clerk/Recorder  
BOOK **20160830** PAGE **1710**

Tuesday, AUG 30, 2016 4:00:50 PM  
Ttl Pd \$0.00 Rcpt # 0009218095

KNW/44/1-10

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

**THIRD AMENDMENT TO VILLAGES OF ZINFANDEL  
DEVELOPMENT AGREEMENT**

**by and between the**

**CITY OF RANCHO CORDOVA**

**and**

**ELLIOTT HOMES, INC.**

**RELATIVE TO VILLAGES OF ZINFANDEL  
VERANDA AT STONE CREEK SUBDIVISION**

**THIRD AMENDMENT TO THE VILLAGES OF ZINFANDEL DEVELOPMENT  
AGREEMENT**

95-CZB-DGB-ZOB-SDB-TSM-0533

This THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is entered into as of August 1, 2016, by and between ELLIOTT HOMES, INC., a corporation of the State of Arizona ("Developer"), and the CITY OF RANCHO CORDOVA, a California municipal corporation ("City"), who hereby agree as follows:

*20030408 page 2493*  
**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 ("Villages of Zinfandel Project"), on approximately 671.39 acres of property ("Property") within the Zinfandel Special Planning Area ("Zinfandel SPA") in the City, as described in Exhibit A to the Development Agreement; and

**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; and

**WHEREAS**, the Development Agreement was amended on August 2, 2004 to reflect the rezone of the property related to the Alexander Collection Subdivision within the Villages of Zinfandel Project from "Medium Density Residential" to "Low Density Residential," to reduce the term of the Development Agreement by five (5) years, and to reflect desired changes related to Developer obligations related to fees; and

**WHEREAS**, the Development Agreement was amended a second time on January 19, 2010 to remove approximately thirty (30) acres of land from the Villages of Zinfandel Project and Development Agreement to reflect the State of California's purchase of the land from the Developer; and

**WHEREAS**, this Amendment concerns that portion of the Villages of Zinfandel development known as the "Veranda at Stone Creek Subdivision" ("Veranda") consisting of 163 single-family residential units on approximately 17.18 acres of land on Spoto Drive, as further defined by the legal description, and as highlighted on the map, both of which are attached hereto as Exhibit A; and

**WHEREAS**, this Amendment replaces the Land Use Map exhibit to the Development Agreement and is necessary to reflect the rezone of the 17.18 acres for the Veranda subdivision from "Medium Density" to "Low Density Cluster" accomplished via City Council Ordinance No. 5-2016, adopted on August 1, 2016, amending the Zinfandel SPA; and

**WHEREAS**, this Amendment also extends the term of the Development Agreement by five (5) years, amending the expiration date to the expiration date of the original agreement — 2023.

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 Veranda at Stone Creek parcel from “Medium Density” to “Low Density Cluster.”

B. “Exhibit C” of the Development Agreement, entitled “Zinfandel Special Planning Area,” shall be replaced with the amended Zinfandel Special Planning Area Document approved by the City Council via Ordinance No. 5-2016.

C. 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 twenty (20) 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. D.


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.

E. 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 U. Lindgren  
City Attorney

CITY OF RANCHO CORDOVA,  
a municipal corporation

By:

  
David M. Sander  
Mayor

Attest:

  
Mindy Cuppy, CMC  
City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA       )  
  )  
COUNTY OF SACRAMENTO    )

On August 23, 2016 before me, Mindy Cuppy, a Notary Public, personally appeared David M. Sarder 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.

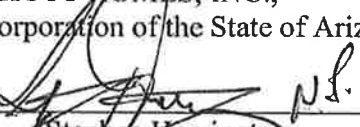
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Mindy Cuppy, Notary Public



ELLIOTT HOMES, INC.,  
A corporation of the State of Arizona

By:   
\_\_\_\_\_  
Stephen Hemington  
Executive Vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Sacramento )

On August 15, 2016 before me, Susan R Stephens, Notary Public

*Date Here Insert Name and Title of the Officer*

personally appeared Stephen Hemington

*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.



Signature Susan R Stephens  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Third Amendment to Vlg of Zinfandel - Veranda at Stone Creek Document Date: August 1, 2016

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

**LIST OF EXHIBITS TO AMENDMENT**

**Exhibit A - Legal Description of Veranda Subdivision; Map of Villages of Zinfandel Unit**

**Exhibit B - Land Use Exhibit (Rezone of Zinfandel Special Planning Area--County Zoning Code Sections 512-215)**

**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

All of Lot 4 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.

July 29, 2016

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.  
SACRAMENTO, CALIFORNIA

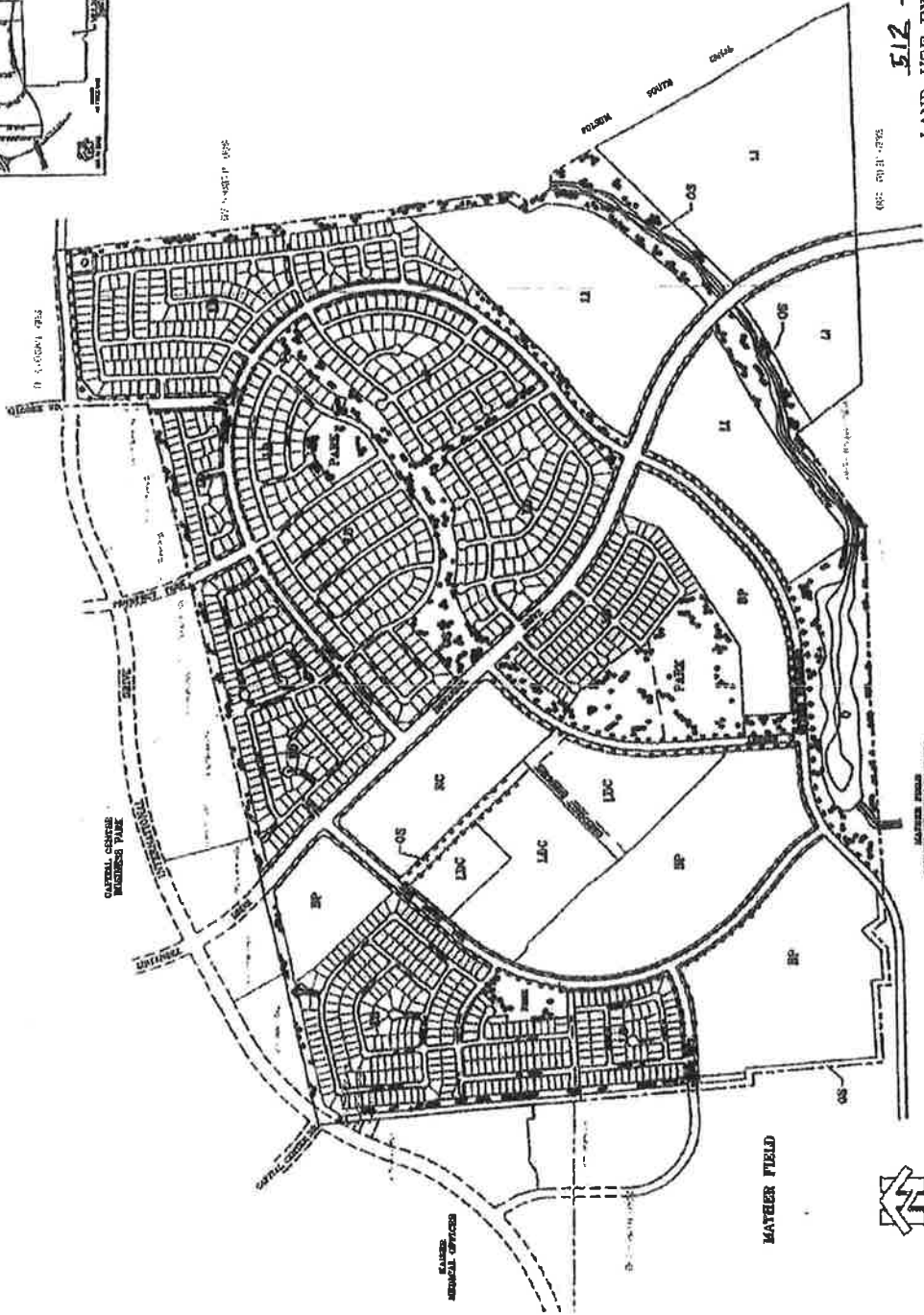
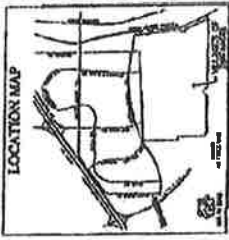
2661774.1  
2661774.2



**EXHIBIT 'B'**  
**LAND USE EXHIBIT**

# VILLAGES OF ZINFANDEL

LAND USE EXHIBIT  
SACRAMENTO COUNTY, CALIFORNIA



512 - 215  
LAND USE EXHIBIT  
JUNE 2002.

SACRAMENTO COUNTY  
COUNTY ADMINISTRATOR  
447-4411-024

WATER FIELD

