



PLACER, County Recorder

JIM MCCAULEY

DOC- 2006-0042921

Thursday, APR 20, 2006 10:43:33

NOC \$0.00

Ttl Pd \$0.00

Nbr-0001472163

rec/JL/1-11

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383

(THIS SPACE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND PL ROSEVILLE, LLC

Recording Requested by:

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311 Vernon Street
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**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF ROSEVILLE AND PL ROSEVILLE, LLC,
AS ASSIGNEE OF 1600 PLACER INVESTORS, LP RELATIVE TO
THE WEST ROSEVILLE SPECIFIC PLAN**

This First Amendment of Development Agreement ("Amendment") is entered into this 17th day of April, 2006, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and PL ROSEVILLE LLC, a California limited liability company ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Developer's predecessor in interest, 1600 Placer Investors, LP ("1600 Placer") and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on February 23, 2004 in the Official Records of Placer County as Instrument No. 2004-006948 which Development Agreement 1600 Placer assigned to Developer pursuant to that certain Assignment and Assumption Agreement of Development Agreement Relative to the West Roseville Specific Plan dated as of March 21, 2005, and recorded March 21, 2005 as Document No. 2005-0032912 in the Official Records of Placer County, California. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and 1600 Placer entered into the Development Agreement relative to development within a portion of the West Roseville Specific Plan Area ("Specific Plan", "WRSP" or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property").

C. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (*Catalano v. Roseville* and *Defenders of Wildlife v. Norton*)

imposed additional conditions on the WRSP that require implementation through amendment of the Development Agreement.

D. This Amendment amends the Development Agreement. It affects the Property, as described in Exhibit "A" and Exhibit "B" attached to the Development Agreement, and shall run with the land.

E. The Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. TABLE OF CONTENTS. The following entries are added to the Table of Contents:

3.5.7.1	Traffic Signal Interconnect Project
3.14.14	Transit Shuttle Service Fee
3.14.15	South Placer Animal Control Shelter Fee
3.14.16	Sierra College Boulevard (Town of Loomis) Fee
3.14.17	Air Quality Mitigation Fee
3.25	Sun City Homeowners Association Contribution
3.26	Fee Adjustments Resulting From Under Building"

b. REVISED SECTION 2.2. The first sentence of Section 2.2 (Vested Entitlements") is revised to read as follows:

"Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements (the "Project")."

c. REVISED SECTION 2.6. The last sentence of the first paragraph of Section 2.6 is revised in its entirety to read as follows:

"Any adjustment based on actual development shall be subject to the approval of the Community Services Director."

d. REVISED SECTION 3.3. Section 3.3 is revised in its entirety to read as follows:

"3.3 Project Phasing. Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in four phases, including the four phases consistent with the Phasing

Plan set forth in the Specific Plan and in Exhibits "E" and "II" attached hereto. Infrastructure phases set forth in the Phasing Plan may be combined as approved by the City's Community Development Director, in consultation with all affected City departments. In addition, building permits for subsequent phases of the Project may be issued so long as all improvements required in earlier phases are substantially complete and the infrastructure within the subject phase is sufficient to provide access and utility service as determined by the Public Works Director and Environmental Utilities Director.

e. NEW SECTION 3.5.7.1. Section 3.5.7.1 is added in its entirety to read as follows:

"3.5.7.1 Traffic Signal Interconnect Project. In connection with the West Roseville traffic signal interconnect project, Developer agrees to fund one-third of the cost of constructing the improvements set forth in the Fehr & Peers plans (#1997-E01) approved by City April 12, 2005, and incorporated herein by reference (the "Signal Interconnect"). City agrees to fund its one-third share and to collect the remaining one-third of the cost of the Signal Interconnect from Fiddymont Land Venture, LLC and/or Signature Properties, pursuant to an amendment to that certain development agreement, between the City of Roseville and Fiddymont Land Venture, LLC, recorded in the Official Records of Placer County as Instrument No. 2004-0080708. Developer shall have no further obligations to fund or construct any other portions of the City's traffic signal interconnect project.

f. NEW SECTION 3.14.14. Section 3.14.14 is added in its entirety to read as follows:

"3.14.14 Transit Shuttle Service Fee. Developer shall pay the Transit Shuttle Service Fee to provide a shuttle service from the Specific Plan to the Watt Avenue/Interstate 80 light rail station. The fee shall be paid upon issuance of each building permit, in the amount of \$52.50 per dwelling unit equivalent, inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI)."

g. NEW SECTION 3.14.15. Section 3.14.15 is added in its entirety to read as follows:

"3.14.15 South Placer Animal Control Shelter Fee. Developer shall pay the South Placer Animal Control Shelter Fee for the future construction of a South Placer Animal Control Shelter. The fee shall be paid upon issuance of each residential building permit in the amount of Fifty Dollars (\$50.00) per dwelling unit."

h. NEW SECTION 3.14.16. Section 3.14.16 is added in its entirety to read as follows:

"3.14.16 Sierra College Boulevard (Town of Loomis) Fee. Developer shall pay the Sierra College Boulevard (Town of Loomis) Fee. The fee shall be paid upon issuance of each residential building permit in the amount of Seventy-Five Dollars (\$75.00) per dwelling unit. The City shall remit all payments to the Town of Loomis by December 31 of each year until the City issues the final building permit for the Project.

i. NEW SECTION 3.14.17. Section 3.14.17 is added in its entirety to read as follows:

"3.14.17 Air Quality Mitigation Fee. Developer shall pay the Placer County Air Pollution Control District Air Quality Mitigation Fee. The fee shall be paid upon issuance of each residential building permit in the amount of One Hundred Thirty-Four Dollars and Ten Cents (\$134.10) per dwelling unit. The City shall remit all payments to the Placer County Air Pollution Control District on or before January 30 of each calendar year until year 2025 or the Project is built out, whichever occurs later.

j. REVISED SECTION 3.24. The following two entries are added to the end of Section 3.24:

"26. Livestock grazing may occur within the open space preserve areas."

"27. Every residential unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet."

k. NEW SECTION 3.26. Section 3.26 is added in its entirety to read as follows:

"3.26 Fee Adjustments Resulting From Under-Building. City's collection of certain fees in this Agreement is dependent on the number of building permits issued within the Plan Area. Such fees include the City-Wide Park Fee (Section 3.12.4), Paseo Fee (Section 3.12.5), Bike Trail Fee (Section 3.12.6), Public Benefit Fee (Section 3.14.3), General Fund Contribution (Section 3.14.4), Air Quality Fee (Section 3.14.12), Traffic Signal Coordination Fee (Section 3.14.13), Transit Shuttle Service Fee (Section 3.14.14) and South Placer Animal Control Shelter Fee (Section 3.14.15), hereinafter "Building

Permit Fees." To protect the City in the event that Developer under-builds the total number of units approved for the Property, City and Developer shall, prior to Developer recording the first final map in Phase 4, review the total amount of Building Permit Fees paid to date. In the event that Developer has or is projected to under-build the total number of units approved for the Property, City may adjust Building Permit Fees upward to account for the underutilization of entitled dwelling units in the Project. City shall make best efforts to cooperate with Developer in adjusting densities in Phases 3 and 4 to ensure that Developer is provided with reasonable opportunity to buildout the total number of units approved for the Property."

I. REVISION TO ARTICLE 10. The contact for Developer under Article 10 is revised as follows:

"PL Roseville, LLC
c/o Pulte Homes Del Webb
985 Sun City Lane
Lincoln, CA 95648
Attention: Mark E. Kaushagen"


2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Amendment of the Development Agreement is consistent with the General Plan and the West Roseville Specific Plan.

3. AMENDMENT. This Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended herby, the Development Agreement remains in full force and effect.

4. 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 attested to by its City Clerk under the authority of Ordinance No. 4364, adopted by the Council of the City of Roseville on the 15th day of March, 2006.

CITY OF ROSEVILLE,
a municipal corporation

By: 
W. Craig Robinson
City Manager

PL ROSEVILLE, LLC, a California limited
liability company


By: Pulte Home Corporation, a Michigan
corporation, its Day-to-Day Manager

By: 
Mark E. Kaushagen

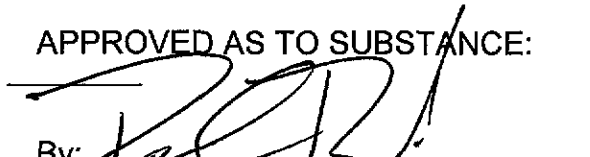
ATTEST:

By: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 
Mark J. Doane
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
Paul Richardson
Planning Director

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

On March 21, 2006, before me, Chris A. Downum

Notary Public, personally appeared MARK E. KAUSHAGEN

~~_____ 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 entity upon behalf of which the person(s) acted, executed the instrument.~~

WITNESS my hand and official seal.

Chris Downum

Notary



Seal

OPTIONAL SECTION

Title of Document _____

Date of Document _____ No. of Pages _____

Other signature(s) not acknowledged _____

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 17th day of April in the year of 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Craig Robinson, personally known to me 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.

WITNESS my hand and official seal.

Helen Dreyer
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 by and Between the City of Roseville and PL Roseville, LLC, as assignee of 1600 Placer Investors, LP relative to the West Roseville Specific Plan

Date of Document: April 17, 2006

Acknowledgment – All Purpose

ORDINANCE NO. 4364

ADOPTING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PL ROSEVILLE, LP RELATIVE TO THE DEVELOPMENT KNOWN AS WEST ROSEVILLE SPECIFIC PLAN 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 a First Amendment to Development Agreement by and between the City of Roseville and PL Roseville, LP, to alter and clarify provisions in the existing Development Agreement relating to Westpark Large Lot in the West Roseville Specific Plan with PL Roseville LP.

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

1. The First 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 West Roseville Specific Plan;
2. The First Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The First Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The First Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The First Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the First Amendment to Development Agreement.

SECTION 3. The First Amendment to Development Agreement by and between PL Roseville LLC and the City of Roseville, 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 the First Amendment to 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 15th day of March, 2006, by the following vote on roll call:

AYES COUNCILMEMBERS: Gray, Roccucci, Rockholm, Garbolino

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Allard


MAYOR

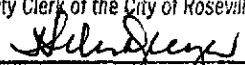
ATTEST:


City Clerk

Ord 4364

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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