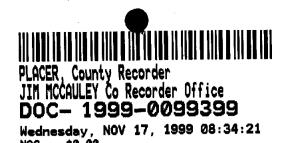
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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

B.



Ttl Pd

Nbr-0000253692 rec/R2/1-9

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ESKATON PROPERTIES, INC., RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN

THIS SECOND AMENDMENT is entered into this 22nd day of October 1999, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and ESKATON PROPERTIES, INC., a California public benefit corporation ("Landowner"). pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

On September 19, 1997, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Eskaton Properties, Inc., Relative to the North Roseville Specific Plan" (hereinafter the "Original Development Agreement"). On August 31, 1998, 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 Eskaton Properties, Inc., Relative to the North Roseville 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 September 29, 1997, as Instrument No. 97-0059808-00. and the First Amendment was recorded in the Official Records of Placer County on September 15. 1998, as Instrument No. 98-0073816. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

This 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. C. of the Development Agreement is consistent with the General Plan and the North Roseville Specifical Plan.

14 Month Mark Clina of Mark Clina o The City Council has found and determined that this amendment (the "Ananchient

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Amendment of Development Agreement</u>. The following sections of the Development Agreement are hereby amended as follows:
- a. <u>Revised Section 3.10.5</u>. The second sentence of Section 3.10.5 of the Development Agreement, regarding the credits for Landowner's contribution to Mahany Park Community Center, is hereby revised to read as follows:

"The City agrees that such contribution by the CFD shall be credited against the City-wide Park Fee, that Landowner's share thereof is \$185,363, and that such credit shall be applied against the City-wide Park Fee in accordance with the provisions of Section 4.2.1 below."

b. <u>Revised Section 4.2.1</u>. Section 4.2.1 of the Development Agreement is hereby revised in its entirety to read as follows:

"4.2.1 Credits Against Fees.

- "(a) Landowner shall be entitled to a credit against the JPA Fee described in and subject to the conditions of Section 3.9.9 above. Landowner's share of the JPA credits shall initially be equal to \$59,105. In consideration of Landowner's advance funding for Mahany Park pursuant to Section 3.10.5 above, Landowner shall be entitled to \$185,363 of credits against the City-wide Park Fee as provided herein.
- "(b) The outstanding amount of such JPA Fee credits shall be increased in proportion to any increases made by the JPA in such fee for the Plan Area during the term of this Agreement. The outstanding amount of such City-wide Park Fee credits shall be increased in proportion to any increases made by the City in such fee for the Plan Area during the term of this Agreement.
- "(c) Such credits shall be personal to Landowner and may be assigned to any other landowner or builder within the Plan Area by a written assignment, with a copy thereof delivered to City. Such credits shall be applied, at the time of issuance of each building permit, against the entire amount of the applicable Fee then being assessed, until the outstanding balance of fee credits related to such Fee is exhausted by Landowner or any assignee thereof. Landowner acknowledges that City shall have no obligation to reimburse Landowner, or any assignee thereof, for any outstanding fee credits that are not exhausted by the development of Landowner's, or any such assignee's, property."
- 2. <u>Consistency with General Plan.</u> 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.

- 3. <u>Amendment.</u> This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.
- 4. <u>Form of Amendment.</u> This Amendment is executed in two duplicated 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. 3409, adopted by the Council of the City of Roseville on the 15th day of September, 1999, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE, a municipal corporation

Allen E Johnson City Manager

ATTEST:

By: Law In Sarkenson
Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:

Mark J. Doane City Attorney ESKATON PROPERTIES, INC., a California public benefit corporation

John H. Breaux

President

Constance T. Batterson

Secretary

STATE OF CALIFORNIA)	• •		
COUNTY OF PLACER) : ss.)			
On this <u>\$\mathrm{A}\$</u> day of <u>\$\mathrm{A}\$</u> Notary Public in and for personally known to me (or person(s) whose names is, that he/she/they executed his/her/their signature(s) which the person(s) acted	are subscribed to the same in his/	the within inst	rument and acknow]	be the ledged to me
WITNESS my hand and offic	ial seal.			
_ Carofn Parke			CAROLYN PARKINSON	
Notary Public in and fo	r anid Chat		Commission # 1224049	

Acknowledgment - All Purpose

Date of Document

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

Title or Type of Document Second Amond, of Devel Agent. - Es Katon

KAN				
Act C.				
State of <i>California</i>				
County of Sacramento				
- Notable of 1000	March of C of Alt Pell.			
On <u>4010000 4, 1977,</u> before me	NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"			
On October 4 1999, before me, Carol A. Scott, Notary Public , NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC" personally appeared Thin H. Breaux and Constance T. Batterson				
NAME(S) OF SIGNER(S)				
\boxtimes personally known to me - OR - \Box pr	oved to me on the basis of satisfactory evidence			
	to be the person(s) whose name(s) is/are			
	subscribed to the within instrument and ac-			
	knowledged 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			
S.	person(s) acted, executed the instrument.			
CARDY A SCOTT	WITNESS my hand and official seal.			
Commission # 1104663	1 . 0 . 1			
Socramento County	garol a. Scatt			
My Comm. Expires Aug 20, 2000	SIGNATURE OF NOTARY			
OPTIONAL				
Though the data below is not required by law, it may pr fraudulent reattachment of this form.	rove valuable to persons relying on the document and could prevent			
naudulent reattachment of this form.				
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT			
☐ INDIVIDUAL	Second Amendment of Development Agreement			
CORPORATE OFFICERS	Proporties In selective to North Proposition Specific Plan			
President & Secretary respectively	By and Between the City of Roseville and Eskatan Properties Inc. selative to North Roseville Specific Plan TITLE OR TYPE OF DOCUMENT			
, , ,				
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	Three (3)			
ATTORNEY-IN-FACT	NUMBER OF PAGES			
TRUSTEE(S)				
GUARDIAN/CONSERVATOR	11 1 1			
☐ OTHER:	Undated DATE OF DOCUMENT			
	DATE OF DOCUMENT			
SIGNER IS REPRESENTING:				
NAME OF PERSON(S) OR ENTITY(IES)	none			
	SIGNER(S) OTHER THAN NAMED ABOVE			
THE PERMANENT AND THE PERMANEN				

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Carol A. Scott
Date Commission Expires 08/20/2000 Commission # 1104683
County of Commission <u>Sacramento</u> Mfg. I.D.# <u>NNA </u>
State of Commission California
11/08/99 Carmichael CA 95658 Carol G. Dett
Date and Place Signature (Firm name, if any)

EXHIBIT "A"

LEGAL DESCRIPTION FOR ESKATON PROPERTIES

Parcel 1, as shown on the map entitled "Diamond Creek Parcel Map, a division of Parcel 1-20 PM 126, P.C.R. portion of Section 17, T. 11 N., R. 6E., M.D.M.", recorded in the Office of the County Recorder of Placer County on October 26, 1994 in Book 28 of Parcel Maps, at page 35.

ORDINANCE NO. 3409

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE
ESKATON PROPERTIES, INC., 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 Second Amendment to Development Agreement with the Eskaton Properties, Inc., to alter and clarify provisions in the existing Development Agreement relating to the fee credits.

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

- 1. The Second 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 North Roseville Specific Plan;
- 2. The Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
- 3. The Second Amendment to Development Agreement is in conformance with public health, safety and welfare;
- 4. The Second Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property valies and one is not to be preserved on the preservation of property valies and the isolated and is not to be preserved.
- 5. The Second Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Second Amendment to Development Agreement.

<u>SECTION 3.</u> The Second Amendment to Development Agreement by and between the Eskaton Properties, Inc. 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 Second 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 15th day of September, 1999, by the following vote on roll call:

AYES

COUNCILMEMBERS:

Earl Rush, Claudia Gamar, Randolph Graham, Harry Crabb

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

Dan Goodhall

MAYOR

ATTEST:

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST

Aller

RESIDENCE ERK

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