Recording Requested by

CITY OF ROSEVILLE

When Recorded Mail to: City Clerk City of Roseville 311 Vernon Street Roseville, CA 95747

Exempt from recording fees Pursuant to Govt. Code 27383



JIM MCCAULEY Co Recorder Office DOC- 2002-0079683

Thursday, JUL 11, 2002 08:02:00

NOC

Ttl Pd

srt/R4/1-10

(THIS SPACE RESERVED FOR RECORDER'S USE)

Title: Second Amendment of Development Agreement by and between the City of Roseville and Mourier Land Investment Corporation Relative to the North Roseville Specific Plan Phase II

CF: 0401-03-12 Fund use Ulment lanentus North Boul Spenfi Plan

FILLE 16 2002

CITY OF ROSEVILLE

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:
City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

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

# SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER LAND INVESTMENT CORPORATION RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN PHASE II

THIS SECOND AMENDMENT is entered into this <u>5th</u> day of <u>July</u>, 2002 by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and MOURIER LAND INVESTMENT CORPORATION, a California corporation ("Landowner"), pursuant to the authority of Section 65864 through 65869.5 of the Government Code of California.

### WITNESSETH:

- A. On September 22, 1999, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Mourier Land Investment Corporation Relative to the North Roseville Specific Plan Phase II" (hereinafter the "Development Agreement"). The Development Agreement was recorded in the Official Records of Placer County on October 13, 1999, as Document 1999-0089842. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.
- B. On October 11, 2000, the City and Landowner entered into that certain First Amendment to the Development Agreement, which First Amendment was recorded as Document 2001-008250 on August 10, 2001.
- C. This Second Amendment amends the Development Agreement. It affects the real property described in Exhibit "A-1" and depicted in Exhibit "A-2" attached to the Development Agreement and shall run with the land.
- D. The City Council has found and determined that this Second Amendment (the "Amendment") of the Development Agreement is consistent with the General Plan and the North Roseville Specific Plan, as amended.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

9.440 - 1.4440 <sub>(</sub> . 5 . 5 . 5 . 5 . 5 . 5

- 1. <u>Amendment of Development Agreement.</u> The following sections of the Development Agreement are hereby amended as follows:
  - a. Recital 5 is revised to read:
  - "5. <u>Entitlements.</u> The City Council has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:
    - 5.1 The Roseville General Plan, as amended by Resolution No. 99-186;
    - 5.2 The North Roseville Specific Plan and Design Guidelines, as adopted and amended by Resolution No. 02-184, (the "Specific Plan");
    - 5.3 The Rezoning of the Property pursuant to Ordinance No. 3357, dated June 2, 1999 and pursuant to Ordinance No. 3841, dated June 5, 200 2, and
    - 5.4 This Development Agreement, as adopted by Ordinance No. 3842 (the "Adopting Ordinance") and as amended hereby.

The approvals described in paragraphs A through C, inclusive, are referred to herein as the "Entitlements."

b. <u>Revised Section 2.2 (Table of Land Uses)</u>. All references in the Development Agreement to **Exhibits "B-1"** and **"B-2"** shall refer to **Revised Exhibits "B-1"** and **"B-2"** attached hereto and the approximate land use acreages set forth in Section 2.2 of the Development Agreement are revised to read as follows:

Single Family, Low Density Residential:

Park:
Open Space:
Other Public (ROW):

379 Units on 105.7 acres
13.4 acres
35.6 acres
5.6 acres

- c. <u>Revised Section 2.6 (Affordable Housing)</u>. Section 2.6 of the Development Agreement is hereby revised in its entirety to read as follows:
  - "2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, the goal is to provide 34 units affordable for purchase to low-income households and 11 units affordable for purchase to

parts cont letts til

middle-income households. Any adjustment based on actual development shall be subject to the approval of the Housing Director.

"Notwithstanding the foregoing affordable housing goals, City acknowledges that Landowner has agreed to provide additional affordable housing within its development of Parcel M-1 of Phase I of the Specific Plan, in excess of its original obligations therefor, pursuant to its Phase I Development Agreement with the City, as amended by that certain Second Amendment thereto dated April 17, 2000 and recorded May 2, 2000, Instrument No. DOC-2000-0029511 (collectively, the "Phase I Development Agreement"). City acknowledges and agrees that, in consideration of Landowner's affordable housing covenants under the Phase I Development Agreement, so long as Landowner is not in default of its obligations thereunder, Landowner shall be deemed to have satisfied thereby the above requirements for the Property to provide the 34 units affordable for purchase to low-income households. Accordingly, so long as Landowner is not in breach of its affordable housing obligations under the Phase I Development Agreement, the terms of Section 2.6.1 below shall be deemed to refer only to Landowner's remaining obligation to provide eleven (11) units as affordable to middle income households.

"The terms "low income" means households earning fifty-one percent (51%) to eighty percent (80%) of median income, and "middle income" means households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy.

- "2.6.1 Affordable Purchase Residential Units. Landowner and City agree that the obligation to construct the remaining 11 residential affordable units contemplated hereunder shall be satisfied by the construction of affordable units on Parcel DR-4 in Phase III of the Specific Plan, which units shall be constructed as detached and/or attached single-family residential units affordable to purchasers in middle-income households. The Development Agreement between City and Landowner relative to Phase III of the Specific Plan (the "Phase III Development Agreement") shall be amended to reflect the transfer of the obligation as set forth in this paragraph. So long as the Phase III Development Agreement is amended as contemplated above and Landowner is not in breach of its affordable housing obligation thereunder, Landowner shall not have any obligation to construct the remaining 11 affordable units on the Property.
- d. <u>Revised Section 3.2.5 (Neighborhood Park Fee)</u>. Section 3.2.5 of the Development Agreement is hereby revised in its entirety to read as follows:
  - "3.2.5 Neighborhood Park Fee. In accordance with the park financing plan, the parties acknowledge and agree that (i) the neighborhood park fee required to finance the park improvements within and bike trail contributions for the Plan Area would be \$1,662 per single-family residential unit with the Property, and (ii) Landowner's agreement to install the frontage improvements to the park site

CIDOCUMENTS AND SETTINGSIADMINISTRATORILOCAL SETTINGSITEMPORARY INTERNET FILESIOLK® AGAIT 2ND AMENID PHASE II (VERA CLEAN), DOC

described in Section 3.2.4 above and the park improvements for Veterans Park North described in 3.2.6 below generates a total per-unit credit of \$1,603 per single-family residential unit within the Property, and (iii) therefore, the neighborhood park fee, net of credit, shall initially be \$59 per single-family residential unit within the Property, subject to annual adjustment based on any change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter, the "ENR Construction Cost Index") As a result of amendments to Phases II and III of the Specific Plan, the total number of units to be constructed on the Property will be decreased by 73 units for a total of 379 residential units, and the total number of residential units to be constructed on parcels DR-1, DR-2, DR-3, and DR-4 in Phase III of the Specific Plan will be increased by 47 units for a total of 716 residential units. Landowner and City agree that Landowner may transfer the neighborhood park fee credits for the 73 units (which totals approximately \$105,558) as described hereunder from the Property to parcels DR-1, DR-2, DR-3 and DR-4 in Phase III of the Specific Plan.

- e. <u>Revised Section 4.2.1.1 (Citywide Park Fee)</u>. Section 4.2.1.1 of the Development Agreement is hereby revised in its entirety to read as follows:
  - "4.2.1.1 Citywide Park Fee. In consideration of Landowner's payment of its share of the Community Center Advance pursuant to Section 3.2.2, which advance was \$398,108, and was paid on June 30, 2000, Landowner shall receive credits against the Citywide Park Fee as set forth herein. Landowner shall receive a Citywide Park Fee per-unit credit of \$1,050.41, based upon Landowner's advance of \$398,108 divided equally among the 379 residential units to be constructed on the Property. Such fee credits may be assigned by Landowner, provided, Landowner shall give written notice to City of any such assignment. Landowner shall receive no credits for funding its share of the Little League Advance described in said Section 3.2.2. As a result of Amendments to Phases II and III of the Specific Plan, the total number of units to be constructed within the Property shall be decreased by 73 and the total number of units to be constructed on Parcels DR-1, DR-2, DR-3, and DR-4 in Phase III of the Specific Plan will be increased by 47 units. As a result, there is an overall reduction of 26 single-family residential units with the Specific Plan area. City agrees that Landowner shall not be obligated to pay any Citywide Park Fee for the 47 units transferred from the Property to Phase III or the 26 units lost from the Specific Plan inventory (i.e. Landowner shall have no Citywide Park fee shortfall obligation).
- f. New and Revised Exhibits. Revised Exhibits "B-1" and "B-2" are attached hereto and hereby incorporated into and made a part of the Development Agreement.
- 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. 3842, adopted by the Council of the City of Roseville on the 5th day of June, 2002, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE, a municipal corporation

1 A Vanda

Allen E Johnson City Manager MOURIER LAND INVESTMENT
CORPORATION, a California corporation

John L. Mourier, III

President

ATTEST:

Carolyn Parkinson City Clerk

APPROVED AS TO FORM:

Mark J. Doane City Attorney

[ALL SIGNATURES MUST BE NOTARIZED]

# ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CAlifornia		1		
0/2	<del>-</del>	<sup>-</sup> }		
COUNTY OF PIACE		_ J	,	
On	002 before m	ne.	KARE	y Hendler
personally appeared	John	7	Maying.	-777
personally known to me (or proved on the b				
within instrument and acknowledged to me				
his/her/their signature(s) on the instrume				
instrument.				
WITNESS my hand and official seal;	D STATE	_		KAREN HEADLEY Commission # 1194947 Notary Public - California Placer County
				Ay Comm. Expires Aug 30, 2002
CAPACITY CLAIMED BY SIGNER  NAME OF PERSON(S) OR ENTITY(IES)  INDIVIDUAL(S)  CORPORATE  OFFICER(S)  PARTNER(S)  ATTORNEY-IN-FACT			ER IS REPRESENTI!	
TRUSTEE(S)		<del></del>	=	
SUBSCRIBING WITNESS				
GUARDIAN/CONSERVATOR				
OTHER				
ATTENTION NOTARY: Although the inform	nation requested belo	ow is optio	nal, it could prevent	fraudulent attachment of this
certificate to unauthorized document.				
	Title or Type of	Document		
	Number of Pages			
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT:	Date of Document			
	Signer(s) Other Than Named Above			

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision of the suitability of these forms in any specific transaction.





STATE OF CALIFORNIA ) : ss.
COUNTY OF PLACER )
On this <u>3rd</u> day of <u>July</u> in the year of 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared <u>Allen E. Johnson</u> , 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.
Notary Public in and for said State    State   Placer County
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:
Title or Type of Document: <u>Second Amendment of Development Agreement with</u> <u>Mourier Land Investment Relative to the North Roseville Specific Plan Phase II</u>
Date of Document:July 5, 2002

Acknowledgment - All Purpose

# ORDINANCE NO. 3842

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
NORTH ROSEVILLE SPECIFIC PLAN PHASE II (MOURIER LAND INVESTMENT
CORPORATION), 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 Mourier Land Investment Corporation.

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, 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 the public healthy, safety and welfare;
- 4. The Second Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
- 5. The Second Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;
- SECTION 3. The Second Amendment to Development Agreement by and between Mourier Land Investment Corporation and the City of Roseville, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, 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 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.

PERSONAL PROPERTY OF THE

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 <u>5th</u> day of <u>June</u>, 20 02, by the following vote on roll call:

**AYES** 

COUNCILMEMBERS:

Earl Rush, Richard Roccucci, Gina Garbolino, Rocky Rockholm,

Claudia Gamar

NOES

COUNCILMEMBERS:

None

**ABSENT** 

COUNCILMEMBERS:

None

MAYOR

37 12

ATTEST:

City Clerk

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

ATTEST:

City Clerito line City of Roseyille, California

DEPUTY CLERK

lock bons, and