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 GOV. CODE 1 27383

PLACER, County Recorder
JIM MCCAULEY
DOC- 2003-0123457
Monday, JUL 28, 2003 11:38:13
NOC \$0.00
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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Title: Third 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

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THIRD 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 THIRD AMENDMENT is entered into this _16th day of _June ____, 2003 by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and JOHN MOURIER CONSTRUCTION INC., 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, City and Mourier Land Investment Corporation ("MLIC") 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 "Original Development Agreement"). The Original 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 Original Development Agreement.
- B. On October 11, 2000, City and MLIC entered into that certain "First Amendment" to the Development Agreement, which First Amendment was recorded as Document 2001 008250 on August 10, 2001.
- C. On July 5, 2002, City and Landowner entered into that certain "Second Amendment" to the Development Agreement, which Second Amendment was recorded in the Official Records of Placer County on July 11, 2002, as Document 2002-0079683. The First Amendment, Second Amendment and the Original Development Agreement are collectively now the "Development Agreement."
- D. On August 12, 2002, MLIC transferred titled to the Property, and assigned its rights in the Development Agreement, to Landowner pursuant to section 2. of the Original Development Agreement.
- E. This Third Amendment amends the Development Agreement as to a portion of the property identified in the North Roseville Specific Plan, Phase II as parcel "W-3b," which affected real property is more particularly described in Exhibit "A" hereto. This Third Amendment shall run with the land.

F. The City Council has found and determined that this amendment (the "Third Amendment") of the Development Agreement is consistent with the General Plan and the North Roseville Specific Plan.

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. Recital 5 is revised to read:
 - "5. Entitlements. 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 amended and adopted by Resolution No. 03-170, (the "Specific Plan");
 - 5.3 The Rezoning of the Property pursuant to Ordinance No. 3357, dated April 4, 2001 and pursuant to Ordinance No. 3841, dated June 5, 2002;
 - 5.4 This Development Agreement, as adopted by Ordinance No. 3842; the First Amendment, as adopted by Ordinance No. 3579; the Second Amendment as adopted by Ordinance No. 3954 and as amended hereby.

The approvals described in paragraphs 5.1 through 5.4, inclusive, are referred to herein as the "Entitlements."

b. Revised Section 2.2 (Vested Entitlements). All references in the Agreement to Exhibit "B" shall refer to Revised Exhibit "B" 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: 380 Units on 105.7 acres
Park: 13.4 acres
Open Space: 35.6 acres
Other Public (ROW): 7.8 acres

c. <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 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 72 units for a total of 380 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 \$104,112) as described hereunder from the Property to parcels DR-1, DR-2, DR-3 and DR-4 in Phase III of the Specific Plan.
- d. <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 \$1,047.65, based upon Landowner's advance of \$398,108 divided equally among the 380 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 72 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 25 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 25 units lost from the Specific Plan inventory (i.e. Landowner shall have no Citywide Park fee shortfall obligation).
- e. New and Revised Exhibits. Revised Exhibit "B" is attached hereto and is 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 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 the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 3953, adopted by the Council of the City of Roseville on the 14th day of May, 2003, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE, a municipal corporation

W. Craig Robinson

JOHN MOURIER CONSTRUCTION, INC., a California corporation

By: Hed June

John L. Mourier, III / Cal Y

President

ATTEST:

Carolyn Parkinson

City Clerk

APPROVED AS TO FORM:

Mark J. Doane City Attorney

[ALL SIGNATURES MUST BE NOTARIZED]

STATE OF CALIFORNIA) : ss. COUNTY OF PLACER)
On this 8th day of July in the year of 2003, 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.
Notary Public in and for said State ELLY ALLEN COMM. #1296954 NOTARY PUBLIC -CALIFORNIA PLACER COUNTY My Comm. Expires Mar. 12, 2005
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:
Title or Type of Document: Third Amendment of Development Agreement
Date of Document:June 16, 2003
Acknowledgment – All Purpose

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CAlifornia	د)
STATE OFPlacer	 }
	,
on May 1, 2003	od Yamanaka
personally appeared_	od Yamanaka
	basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in 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 instrum	ent the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.	
WITH TO THE PARTY OF THE PARTY	
WITNESS my hand and official seal,	KAREN HEADLEY Commission # 1371148 Notary Public - Californ Placer County
	My Corren. Expires Aug 30, 2
)	
	<u> </u>
CAPACITY CLAIMED BY SIGNER NAME OF PERSON(S) OR ENTITY(IES)	SIGNER IS REPRESENTING NAME OF PERSON(S) OR ENTITY(IES)
INDIVIDUAL(S)	
CORPORATE	
OFFICER(S)	
PARTNER(S)	
ATTORNEY-IN-FACT	
TRUSTEE(S)	
SUBSCRIBING WITNESS	
GUARDIAN/CONSERVATOR	
OTHER	
ATTENTION NOTARY: Although the inform	mation requested below is optional, it could prevent fraudulent attachment of this
certificate to unauthorized document.	
	Title or Type of Document
	Number of Pages
THIS CERTIFICATE MUST BE ATTACHED	Date of Document
TO THE DOCUMENT	Signer(s) Other Than Named Above
DESCRIBED AT THE RIGHT:	<u> </u>

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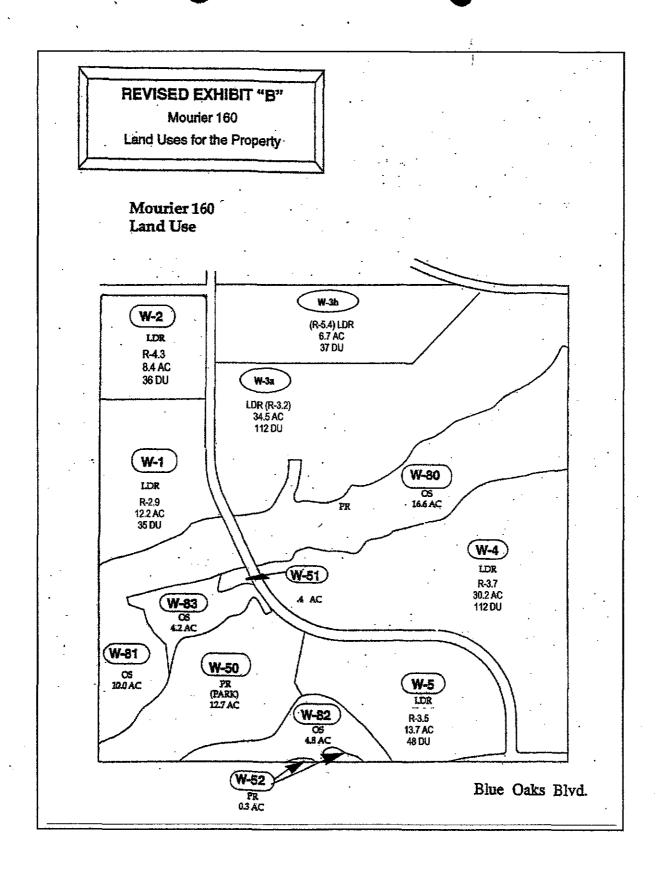
Exhibit "A"

(Legal Description)

All that certain real property situated in the county of Placer, city of Roseville, state of California, and described as follows:

The portion of Lot 7 identified as North Roseville Specific Plan, phase II, parcel W-3B on the map of "Crocker Ranch North," filed for record March 6, 2002 in Book X of maps at page 97, in the official records of Placer County

APN: 017-115-079



K:\Mousier Land investment incl/Occtor's Property (5766-0001)\extra revised B (map).doc

4/15/2003 2:48 PM

REVISED EXHIBIT "B"

Mourier 160 Land Uses for the Property

Mourier 160

Parcel	Zoning	Land Use	Density	Net Acreage	Units	
raicei	Zoning	Land USE	Density	Acreage		_
W-1	R1/DS	LDR	2.9	12.2	35	Ì
W-2	R1/DS	LDR	4.3	8.4	36	
W-3a	R1/DS	LDR	3.2	34.5	112	-
W-3b	R1/DS	LDR	5.4	6.7	37	
W-4	R1/DS	LDR	3.7	30.2	112	
W-5	R1/DS	LDR	3.5	13.7	48	1
W-50	PR	Park		12.7		
W-51	PR	Park		0.4		
W-52	PR	Park		0.3		Ì
W-80	os	Open Space		16.6		
W-81	OS	Open Space	-	10.0		
W-82	OS	Open Space		4.8		
W-83	OS	Open Space		4.2		
		ROW - Mourier	160	6.3		

ORDINANCE NO. 3953

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
NORTH ROSEVILLE SPECIFIC PLAN PHASE II (JOHN MOURIER CONSTRUCTION,
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 Third Amendment to Development Agreement with John Mourier Construction, Inc.

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

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

SECTION 3. The Third Amendment to Development Agreement by and between John Mourier Construction, Inc. 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 Third 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 14th day of _______, 20_03, by the following vote on roll call:

AYES

COUNCILMEMBERS:

Richard Roccucci, Jim Gray, Gina Garbolino, Rocky Rockholm

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

Earl Rush

MAYOR

ATTEST:

City Clerk

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

ATTEST:

City Clerk Charles City of For

California

CDEDUCTION OF EDV