



PLACER, County Recorder
JIM MCCAULEY

DOC- 2008-0029604-00

Monday, APR 14, 2008 09:45:09

NOC \$0.00

Ttl Pd \$0.00

Rcpt # 0001780102

adk/SZ/1-17

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 § 27383

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

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

**FOURTH AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE
AND MOURIER LAND INVESTMENT CORPORATION
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN
PHASE III (DOCTOR'S RANCH)**

THIS FOURTH AMENDMENT ("**Amendment**") is entered into this 2 day of April, 2008 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 October 11, 2000, 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 III" (hereinafter the "**Original Development Agreement**"). The Original Development Agreement was recorded in the Official Records of Placer County on August 10, 2001, as Document No. 2001-0082051.

B. On July 5, 2002, City and MLIC entered into that certain "**First Amendment**" to the Original Development Agreement, which First Amendment was recorded in the Official Records of Placer County on July 11, 2002, as Document No. 2002-0079682.

C. On August 12, 2002, MLIC transferred the Property to Landowner. Following the conveyance, Landowner became the developer of the Property for purposes of the Original Development Agreement as amended by the First Amendment.

D. On June 16, 2003, City and Landowner entered into that certain "**Second Amendment**" to the Original Development Agreement, which Second Amendment was recorded in the Official Records of Placer County on July 28, 2003, as Document No. 2003-0123456.

E. On March 2, 2005, City and Landowner entered into that certain Affordable Purchase Housing Development Agreement dated March 2, 2005 (the "**Longmeadow APHDA**"), recorded as Document No. 2005-0030021 in the Official Records of Placer County, which requires the Landowner to provide thirty-two (32) units affordable for purchase to low-income/middle-income households within the portion of the Longmeadow project, as more particularly described in the Longmeadow APHDA (the "**Longmeadow Property**").

F. On January 16, 2008, City and Landowner entered into that certain "**Third Amendment**" to the Development Agreement, which Third Amendment was recorded in the Official Records of Placer County on Jan. 31, 2008, as Document No. 2008-0006584. The

Original Development Agreement as amended by the First Amendment, the Second Amendment, and the Third Amendment shall be referenced collectively as the "**Development Agreement.**" Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

G. Concurrently with the execution and recordation of the Third Amendment, the City and the Landowner entered into an amendment to the Longmeadow APHDA (the "**Longmeadow APHDA Amendment**"), and an amendment of the Development Agreement for the Longmeadow Property (the "**Longmeadow DA Amendment**"), pursuant to which the Landowner's obligation to provide the three (3) remaining units affordable for purchase to middle-income households within the Property pursuant to the Development Agreement was transferred to and shall thereafter be fulfilled within the Longmeadow Property under the Longmeadow APHDA.

H. The City and Landowner desire to enter into this Amendment to update the entitlements vested under the Development Agreement and to specify additional public benefit obligations of Landowner, including the obligation to provide an additional six (6) units of affordable housing.

I. The City Council has found and determined that this Amendment is consistent with the General Plan and the North Roseville Specific Plan.

J. This Amendment amends the Development Agreement only as it applies to that portion of the Property identified as Crocker Ranch North Village 4, depicted as a portion of Parcel DR-3 in Exhibit B-1, and more particularly described in **Exhibit "A"** attached hereto.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL COVENANTS HEREIN, THE PARTIES HEREBY AGREE TO AMEND THE DEVELOPMENT AGREEMENT AS FOLLOWS:

1. Amendment of Development Agreement. The following sections of the Development Agreement are hereby amended as follows:

a. Recital 5 is revised to read as follows:

"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. 00-431;

5.2 The North Roseville Specific Plan and Design Guidelines, as amended and adopted by Resolution No. 03-170, (the "**Specific Plan**"), as amended by Resolution No. 08-149 ___, dated March 19, 2008;

- 5.3 The Rezoning of the Property pursuant to Ordinance No. 3654, Ordinance No. 3841, and Ordinance No. 4644, dated April 2, 2008;
- 5.4 The Original Development Agreement, as adopted by Ordinance No. 3578; the First Amendment, as adopted by Ordinance No. 3843; and as amended thereby; the Second Amendment, as adopted by Ordinance No. 3954, and as amended thereby; and the Third Amendment, as adopted by Ordinance No. 4622, and as amended thereby; and the Fourth Amendment, as adopted by Ordinance No. 4645, dated April 2, 2008 and as amended hereby;
- 5.5 The Tentative Subdivision Map, as adopted by Resolution No. N/A dated March 19, 2008 (the "**Village 4 Tentative Subdivision Map**").

The approvals described in paragraphs 5.1 through 5.5, inclusive, are referred to herein as the "**Entitlements**".

b. Revised Section 2.2 (Vested Entitlements). All references in the Development Agreement to **Exhibit "B"** shall refer to **Exhibits "B-1"** and **Revised Exhibit "B-2"** attached hereto and incorporated herein by this reference. 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:	775 Units on 143.2 acres
Park:	9.0 acres
Other Public (ROW):	7.8 acres"

c. New Section 2.6.2 (Affordable Purchase Residential Units). The following Section 2.6.2 is added to the Development Agreement and shall read as follows:

"2.6.2 Affordable Purchase Residential Units. In addition to the affordable housing obligations stated in the foregoing section 2.6.1, Landowner agrees provide the following affordable purchase residential units in the Village 4 Tentative Subdivision Map (formerly Lot 4 in Parcel DR-3): one (1) detached and/or attached single-family residential unit affordable to a middle-income purchaser, and three (3) detached and/or attached single-family residential units affordable to low-income purchasers. Such units shall be distributed throughout the Village 4 Tentative Subdivision Map.

In satisfaction of that portion of Landowner's additional affordable housing obligation not addressed through the reservation of said four (4) units, Landowner agrees to make provision for an additional two (2) very-low income affordable units through an in lieu housing fund in the amount of \$60,000 per unit for a total of

\$120,000. The in lieu funds shall be generated through the a fee of \$774.19 per unit to be paid by all of the 155 units within the Village 4 Tentative Subdivision Map, prior to the issuance of a residential building permit for each unit. The City may use the in-lieu fee revenues for any of the following purposes:

- i. to subsidize the City's low income purchase or rental program;
- ii. to write down the purchase price of the reserved middle or low income purchase units to a price that is affordable to very low income households; or
- iii. to otherwise further the goal of expanding housing affordability for very low income households in any location in the City. Any adjustment based on actual development shall be subject to the approval of the City's Community Services Director and/or Housing Programs Manager (collectively the "**Housing Manager**").

2.6.2.1 APHDA Required. Prior to the approval of the first final map for the Village 4 Tentative Subdivision Map, the parties shall enter into an Affordable Purchase Housing Development Agreement for the North Roseville Specific Plan Phase III ("**APHDA**") as required by Section 2.6.1.1. Among other things, said APHDA shall provide for the four additional residential purchase units described in Section 2.6.2.

2.6.2.2 Content. The APHDA shall set forth, among other things, the distribution of the four (4) affordable housing units described in Section 2.6.2 within the Village 4 Tentative Subdivision Map, Landowner's obligations for marketing the affordable units, and sharing of appreciation (if any) of the affordable unit's value. No City subsidies will be required to be made available to provide residential purchase units affordable to middle or low-income households.

Notwithstanding any provisions of the City's then current Affordable Purchase Housing Development Agreement to the contrary, the APHDA shall provide that:

(a) The four affordable purchase units required by Section 2.6.2 shall be marketed to middle and low-income households for a minimum of ten (10) days from the date Landowner commences marketing of the subdivision in which such affordable units are located.

Any affordable purchase units remaining unsold after the required marketing period as middle or low-income units which are later sold as market units shall nonetheless be credited against Landowner's affordable purchase housing obligation.

(b) The Landowner may develop the four affordable purchase units required by Section 2.6.2 with fewer amenities than the market rate units;

however, the affordable purchase units shall utilize the same or similar materials as the market rate units on the exterior.

(c) Landowner's obligation to provide four (4) additional affordable purchase units in Section 2.6.2 may be moved, and may be satisfied by the provision of affordable purchase units elsewhere within Village 4, or within other residential Parcels within the Neighborhood, or within residential Parcels within other Neighborhoods of the Specific Plan (including, but not limited to, Phases I and II of the Specific Plan), subject to the Housing Manager's approval.

(d) For purposes of making housing opportunities affordable, Landowner agrees that it shall use its best efforts to sell such affordable purchase units to qualifying middle and low-income households as required by this Development Agreement. Such best efforts shall include, without limitation, special advertising prior to the release of the affordable purchase units for sale indicating the availability thereof to middle and low-income households, and maintenance of a waiting list of middle and low-income households seeking housing opportunities in Landowner's development(s), notification of such persons (and any such households provided by the Housing Manager for the City) prior to any release of affordable purchase units, and the pre-release, by at least one day, of such affordable purchase units to such notified households.

Within three (3) working days of execution of a contract of sale of an affordable purchase unit to a qualifying middle or low-income household, Landowner shall notify the Housing Manager in writing of such sale and provide information verifying such qualification as middle or low-income.

2.6.2.3 No City Subsidies. Landowner agrees to provide all of the middle and low-income affordable purchase units without any subsidy from the City.

2.6.2.4 Transfer of Obligation. At the request of Landowner, the affordable purchase housing obligation (or any portion thereof) for Village 4 (or Lot 4 of Parcel DR-3) may be transferred, with the consent of City, to another parcel (the Transferee Parcel) within said Parcel's Neighborhood of the Specific Plan or within another Neighborhood of the Specific Plan. No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected Parcels, with reference to this Agreement."

d. **New Section 3.2.1.1 (Park Land Dedication In Lieu Fee – Village 4).** The following Section 3.2.1.1 is added to the Development Agreement and shall read as follows:

"3.2.1.1 Park Land Dedication In Lieu Fee – Village 4. The Village 4 Tentative Subdivision Map contains a total of 155 units, which is an increase of 59 units over what was previously planned within Village 4 of Crocker Ranch North. The dedication of active park land provided in Section 3.2.1 does not account for

these additional 59 units. The park land dedication obligation required for the additional 59 lots shown on the Village 4 Tentative Subdivision Map shall be 1.32 total acres, or 0.44 acres each of the following categories: neighborhood parks, city-wide parks and open space. City agrees that Landowner shall provide the additional dedication requirement through funding in lieu of dedication. Said in lieu funding shall be as set forth in this Section 3.2.1.1, and shall be based on the Member of Appraisal Institute (MAI) land value appraisals prepared for active park land and open space rates on file with the City Department of Planning and Redevelopment in effect at the time that said funding is collected. Unless otherwise agreed to by Landowner and the City's Community Services Director, said in lieu funding shall be paid at the earlier of the date of substantial completion of Mel Hamel Park, or June 20, 2010. City shall provide notice of the date of substantial completion of Mel Hamel Park to Landowner as provided in the Development Agreement. In addition to said in-lieu funding obligation, Landowner shall pay the then current NRSP-III Neighborhood Park and City Wide Park fees upon the issuance of building permits for the 59 units."

e. New Section 3.3.1 (School Fee Agreement Amendments). The following Section 3.3.1 is added to the Development Agreement and shall read as follows:

"3.3.1 School Fee Agreement Amendments. As provided in Section 3.3 of the Development Agreement, Landowner has entered into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District to address impacts to schools. Said agreements allow for the District to impose a supplemental fee or exaction to account for increases in enrollment that result from changes to the Entitlements. Within 30 days of the execution of this Amendment, Landowner agrees to meet and confer with the Districts to determine whether the agreements must be amended in order to mitigate the impacts to school facilities associated with the increased school population attributable to the 59 units being added to the Village 4 subdivision. Prior to the issuance of the first building permit, Landowner agrees to provide City with either executed copies of such amended agreements, or evidence of its acceptance of a supplemental fee for the 59 additional units. Thereafter, City agrees that, so long as Landowner is not in default of said agreements, City shall not refrain from issuing any building permit for the Village 4 subdivision on the basis of adverse impacts to school facilities."

f. New Section 3.4.5 (Energy Efficient Air Conditioning Units). The following Section 3.4.5 is added to the Development Agreement and shall read as follows:

"3.4.5 Energy Efficient Air Conditioning Units. In order to reduce the requirement for energy supplies, Landowner agrees to install air conditioning units with the following sets of parameters. All residential air conditioning units shall meet the Seasonal Energy Efficiency Rating (SEER) of 2 points above the minimum, as defined by the State of California in Title 24 of the Code of California Regulations, an Energy Efficiency Ratio (EER95) of 12 or greater, and a thermal

expansion valve (TXV), and all commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the Consortium for Energy Efficiency (CEE) Tier II specifications. The SEER/EER95 ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The EER95 rating will be verified with appropriate documentation. Any variances that result in equal or greater kwh/kw savings must be approved by the Electric Department."

g. New Section 3.9.11 (Traffic Mitigation Fee). The following Section 3.9.11 is added to the Development Agreement and shall read as follows:

"3.9.11 Traffic Mitigation Fee. Landowner agrees that any residential units approved beyond the original cap of 96 units shall be subject to the City's Traffic Benefit Fee of \$5,000 per unit. The application of this fee to the 59 units being added to Crocker Ranch North Lot 4 shall generate a total funding of \$295,000. City agrees that said funding may be satisfied by the payment of a fee of \$1,840 upon the issuance of a building permit for each of the 155 lots in the subdivision."

h. New Section 3.9.12 (Transit Master Plan and Bikeway Plan Funding). The following Section 3.9.12 is added to the Development Agreement and shall read as follows:

"3.9.12 Transit Master Plan and Bikeway Plan Funding. Landowner shall contribute, on a fair share basis, in the city-wide implementation of the Long Range Master Transit Plan (LRMTP), the Short Range Transit Plan, and the Bikeway Master Plan fee programs. Landowner's fair share payment for each of the said fee programs shall be paid to the City upon issuance of the first building permit. Landowner's total fair share obligation for all plans under this Section 3.9.12 shall not exceed \$3,000. "

i. New Section 3.9.13 (Alternative Transportation). The following Section 3.9.13 is added to the Development Agreement and shall read as follows:

"3.9.13 Alternative Transportation. Upon close of escrow of each residential unit, Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner along with a 10-ride general public punch pass for Roseville Transit fixed-route services. Sufficient marketing materials and 10-ride punch passes shall be purchased by Landowner for all units in the Village 4 subdivision prior to occupancy of the first residential unit."

j. New Section 3.10.3 (Community Benefit Fee). The following Section 3.10.3 is added to the Development Agreement and shall read as follows:

"3.10.3 Community Benefit Fee. As partial consideration for this Agreement and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Community Benefit Fee of \$600 prior to the issuance of each

building permit within the Village 4 Tentative Subdivision Map. Landowner agrees to pay said Fee in order to offset that portion of the impact of the Project attributable to the increase in density within Village 4 provided that City imposes a similar fee upon all rezones requested within the City."

k. New Section 3.10.4 (Contribution to the Water Meter Retrofit Program). The following Section 3.10.4 is added to the Development Agreement and shall read as follows:

"3.10.4 Contribution to the Water Meter Retrofit Program. In furtherance of its water conservation program, City has implemented a Water Meter Retrofit Program. To participate in the Water Meter Retrofit Program and to provide a benefit to the City and existing City residents, Landowner shall pay to City, at the time of building permit issuance for each of the 155 units within the Village 4 Tentative Subdivision Map, a fee of \$51.50 inflated annually based upon the Engineering News Record, Construction Cost Index for the United States average of the 20-cities and San Francisco (CCI). Should such index no longer exist, the Director of Environmental Utilities shall choose a similar index, which in his/her opinion fairly estimates the inflation factor applicable to construction."

l. New Section 3.10.5 (Payment of the Regional South Placer Animal Control Shelter Fee). The following Section 3.10.5 is added to the Development Agreement and shall read as follows:

"3.10.5 Payment of the Regional South Placer Animal Control Shelter Fee. Landowner shall pay the South Placer Animal Control Shelter Fee for the future construction of a South Placer Animal Control Shelter. Upon issuance of each residential building permit for each of the 155 units within the Village 4 Tentative Subdivision Map, Landowner shall pay a fee in the amount of one-hundred and eighty-two dollars (\$182) per dwelling unit, which amount shall be inflated annually based upon the Construction Cost Index for the United States Average of the 20-cities and San Francisco (CCI)."

m. New Section 3.10.6 (Recycling of Construction Waste). The following Section 3.10.6 is added to the Development Agreement and shall read as follows:

"3.10.6 Construction Waste Recycling. Landowner shall require construction contractors and subcontractors within Village 4 to reduce construction waste by recycling a minimum of 50% of construction materials, or shall require that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable materials will be removed. Landowner shall require that contractors and subcontractors within Village 4 submit to the City's Environmental Utilities Department monthly records of waste diversion and disposal in order to verify compliance with this requirement."

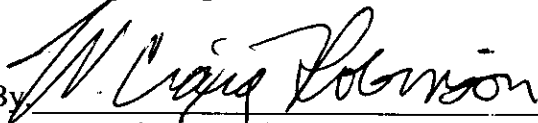
2. Consistency with General Plan. The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

3. Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.

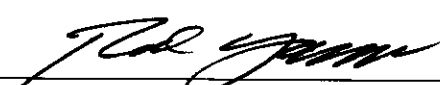
4. Form of Amendment. This Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 4645, adopted by the Council of the City of Roseville on the 2nd day of April, 2008, and Landowner has caused this Amendment to be executed.


**CITY OF ROSEVILLE,
a municipal corporation**

By: 
W. Craig Robinson
City Manager

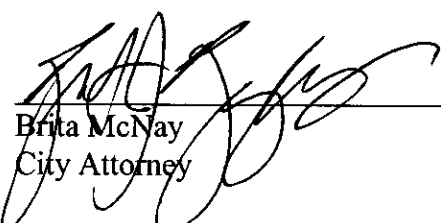
**JOHN MOURIER CONSTRUCTION,
INC., a California corporation**

By: 
~~John Mourier, III~~ Red YAMANAKA
~~President~~ CFO

ATTEST:


Sonia Orozco
City Clerk

APPROVED AS TO FORM:


Brita McNay
City Attorney

[ALL SIGNATURES MUST BE NOTARIZED]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer }

On April 10, 2008 before me, Judy Moore, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared W. Craig Robinson
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 Judy Moore
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Fourth Amendment of Development Agreement North Roseville Specific Plan Phase III (Doctor's Ranch)

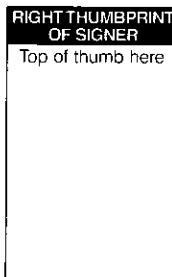
Document Date: April 2, 2008 Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

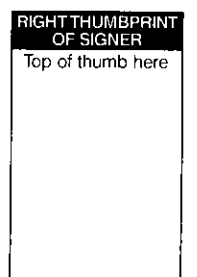
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer }

On 4-4-08 before me, Karen Headley, a notary public
Date Here Insert Name and Title of the Officer

personally appeared Rod Yamanaka
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.



Place Notary Seal Above

Signature Karen Headley
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

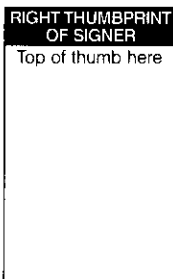
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

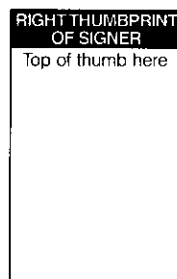
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

Exhibit "A"

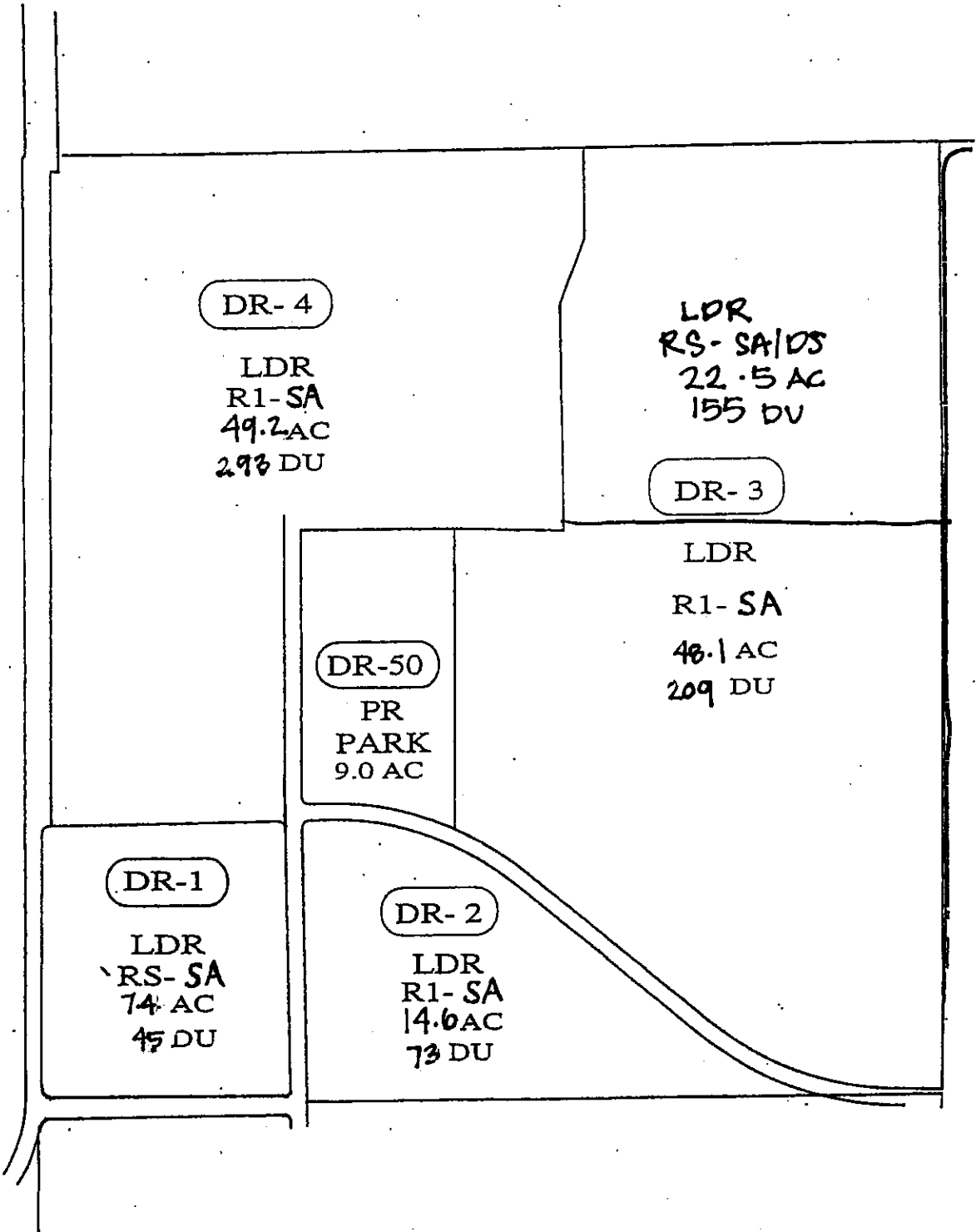
(Legal Description)

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

Lot 4 on the map of "Crocker Ranch North," Subdivision No. 01-02, filed for record March 6, 2002 in Book X of Maps at Page 97, in the Placer County Official Records

APN: 017-117-003

EXHIBIT "B-1"
Doctor's Ranch
Land Use Map for the Property



REVISED EXHIBIT "B-2"
DOCTOR'S RANCH
LAND USE TABLE

DOCTORS RANCH					
Land Use by Parcel Table					
<i>Parcel</i>	<i>Zoning</i>	<i>Land Use</i>	<i>Density</i>	<i>Net Acres</i>	<i>Units</i>
DR-1	RS-DS	LDR	6.1	7.4	45
DR-2	R1-SA	LDR	5.0	14.6	73
DR-3	R1-SA	LDR	5.2	70.6	364
DR-4	R1-SA	LDR	6.0	49.2	293
DR-50	PR	PARK		9.0	
ROW - Doctors' Ranch				9.2	
				160.0	775

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
REGARDING NORTH ROSEVILLE SPECIFIC PLAN PHASE III (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 Fourth 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 Fourth Amendment to Development Agreement, and makes the following findings:

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

SECTION 3. The Fourth 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.

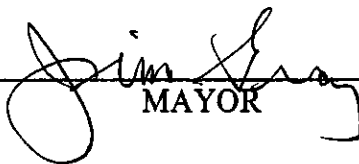
SECTION 4. The City Clerk is directed to record the executed Fourth Amendment to Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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 2nd day of April, 2008, by the following vote on roll call:


AYES	COUNCILMEMBERS:	Allard, Garcia, Garbolino, Gray
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	Roccucci


MAYOR

ATTEST:


City Clerk

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