pursuant to Govt. Code 27363

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City Clerk City of Roseville 311 Vernon Street, #208 Roseville, CA 95678 PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC— 1999—0106726
Wednesday, DEC 15, 1999 11:14:55
NOC \$0.00
Ttl Pd \$0.00 Nbr-0000262750

rec/R2/1-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DIAMOND CREEK PARTNERS RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN

THIS SECOND AMENDMENT is entered into this 30th day of November, 1999, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and DIAMOND CREEK PARTNERS, LTD., a California Limited Partnership ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

- A. 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 Diamond Creek Partners 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 Diamond Creek Partners 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. 97-0059806-00, and the First Amendment was recorded in the Official Records of Placer County on September 24, 1998, as Instrument No. 98-0073814. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.
- B. This Amendment amends the Development Agreement. It affects the portion of the Property, commonly referred to as Parcels DC-1C, DC-2, DC-3, DC-9A, DC-30, DC-31, DC-32 and DC-33, as more particularly described in Exhibit "A-1" attached hereto (the "Affected Property") and shall run with the land. Parcels DC-1A, DC-1B, DC-4 and DC-5 are the subject of similar amendments to the Development Agreement, of even date herewith. The balance of the Property described in Exhibit "A" of the Development Agreement, commonly referred to as Parcels DC-6, DC-7 and DC-8 (the "Unaffected Property"), has been conveyed by Landowner to others, whereby Landowner reserved the rights related to all fee credits under the Development Agreement, including

γ! Υ.Υ the fee credits that are the subject of this Amendment. Accordingly, this Amendment shall not be affect, nor require the approval of the owners of, the Unaffected Property.

C. The City Council has found and determined that this amendment (the "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 with respect to the Affected Property 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 with respect to the Affected Property:

"The City agrees that such contribution by the CFD shall be credited against the City-wide Park Fee for the residential Parcels within the Affected Property, that Landowner's share thereof allocable to the Affected Property is \$85,636, and that such credits shall be allocated to such Parcels and applied against such 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 with respect to the Affected Property:

"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 allocable to the Affected Property shall initially be equal to \$386,413, which credits shall be allocated as follows to the following Parcels within the Affected Property:

JPA Credits:

Parcel	Total Credits	<u>Units</u>	Credits/Unit
DC-1C	31,768	76	\$418
DC-2	38,038	91	\$418
DC-3	2,926	7	\$418
DC-9A	2,927	7	\$418
DC-30	34,713		
DC-31	192,754		***
DC-32	36,635	·	
DC-33	46,651		
Total	\$386,413		

"In consideration of Landowner's advance funding for Mahany Park pursuant to Section 3.10.5 above, Landowner shall be entitled to \$85,636 of credits against the City-wide Park Fee with respect to the residential Parcels within the Affected Property and such credits shall be allocated as follows to the following residential Parcels within the Affected Property:

City-wide Park Fee Credits:

Parcel	Total Credits	<u>Units</u>	Credits/Unit
DC-1C	0	76	\$0
DC-2	71,972	91	\$791
DC-3	6,832	. 7	\$976
DC-9A	6,832	7	\$976
Total	\$85,636	•	•

"(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. For the single-family Parcels (DC-1C, DC-2, DC-3 and DC-9), such credits shall be applied, at the time of issuance of each building permit within such Parcel, against the applicable Fee at the per-unit credit amount allocated above for such Parcel; provided, however, if the amount of the credits allocable to such Parcel or the number of units within such Parcel is subsequently changed from the amounts set forth above prior to the issuance of the first building permit therefor, then when Landowner applies for its first building permit within such Parcel, Landowner and City shall acknowledge, in writing, the applicable adjustment(s) to the total credit and per-unit credit amounts for such Parcel, which acknowledgement shall not require an amendment to this Agreement. For Landowner's non-residential Parcels, such credits shall be applied, at the time of issuance of each building permit within the applicable Parcel, 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 or the applicable landowner of the Parcel 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,"

- 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.
- Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.
- Form of Amendment. 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. 3405 , 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:

Cargivn Parkinson

City Clerk

APPROVED AS TO FORM:

Mark J. Doane City Attorney

DIAMOND CREEK PARTNERS, LTD., a California limited partnership

By: Diamond Equities 360,

a California limited partnership

General Partner Its:

Diamond Equities, Inc., By:

a California corporation General Partner Its:

Glenn E. Shaffer Ir.

President

Chief Financial Officer

STATE OF CALIFORNIA)		•	
COUNTY OF PLACER	: ss.)			·
On this day of Model Notary Public in and for said personally known to me (or properson(s) whose names is/are that he/she/they executed the his/her/their signature(s) or which the person(s) acted, expending the same of the same	d State, person roved on the base subscribed to same in his/ n the instrumen	nally appeared _ asis of satisfac the within inst her/their author at the person(s)	tory evidence) to rument and acknow	be the cledged to me
WITNESS my hand and official	seal.	•		
Caroly farkerson				
Notary Public in and for sa	id State	No.	AROLYN PARKINSON ommission # 1234268 tory Public - Colifornia # Placer County form. Expires Oct 8, 2003	•
•	T.			•
THIS CERTIFICATE MUST BE ATTA	ACHED TO THE DO	OCUMENT DESCRIBE	D AS FOLLOWS:	
Fitle or Type of Document	wel. Agrat.	Stown of Amer	dnost	
Date of Document	4.99	· ·		
·				t

STATE OF CALIFORNIA County of Placer

ACKNOWLEDGMENT.

On Nov. 12, 1999 before me, Jeananne Bricker, Notary Public, personally appeared Glenn E. Shaffer, Jr. and Stephen L. Des Jardins personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature \

JEANANNE BRICKER
Commission # 1234674
Notary Public - California
Placer County
My Comm. Expires Sep 16, 2003

June 16, 1999

<u>DESCRIPTION</u> Diamond Creek Parcel 8 - U Maps 86

Parcel 8 as shown and so designated on the plat of Diamond Creek, Large Lot Subdivision, filed in Book U of Maps at Page 86, Placer County Records, located in Section 17, Township 11 North, Range 06 East, M.D.M., City of Roseville, Placer County, California.

Beginning at the Southwest corner of the above described Parcel 8, thence North 00°14'00" East along the Westerly line of said Parcel 8 for a distance of 681.98 feet to the Northwest corner thereof; thence North 89°46'00" West along the Northerly line of Parcel 8 for a distance of 650.00 feet to the Northeast corner thereof; thence along the Easterly line of Parcel 8 the following five (5) consecutive courses and distances: (1) South 00°14'00" West for a distance of 238.27 feet; along the arc of a tangent curve to the right, concave Westerly, having a radius of 962.00 feet, a central angle of 03°09'52", a length of 53.13 feet and a chord bearing South 01°48'56" West for a distance of 53.12 feet; (3) South 03°23'52" West for a distance of 247.24 feet; (4) along the arc of a tangent curve to the left, concave Easterly, having a radius of 1038.00 feet, a central angle of 03°50'38", a length of 69.64 feet and a chord bearing South 01°28'33" West for a distance of 69.62 feet; and (5) South 00°26'46" East for a distance of 63.93 feet to the Southeast corner of Parcel 8; thence South 89°18'42" West along the Southerly line of Parcel 8 for a distance of 634.22 feet to the point of beginning.

Containing 10.00 acres, more or less.

10705p8.doc

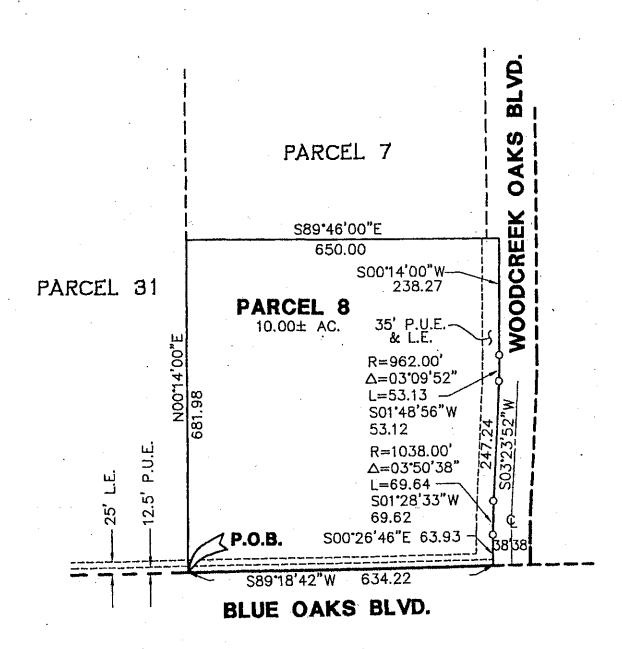


EXHIBIT MAP
DIAMOND CREEK PARCEL 8

LARGE LOT SUBDIVISION
BOOK U OF MAPS PAGE 86, P.C.R.
POR SEC 17, T 11 N, R 06 E, MDM
CITY OF ROSEVILLE
PLACER COUNTY CALIFORNIA
SCALE 1"=200' JUNE 1999

A.R. ASSOCIATES AUBURN, CALIFORNIA

10705T3\10705EX8.DWG

ORDINANCE NO. 3405

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE
DIAMOND CREEK PARTNERS, LTD., 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 Diamond Creek Partners Ltd., 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 values; and
- 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.

SECTION 3. The Second Amendment to Development Agreement by and between the Diamond Creek Partners Ltd. 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 Ro	oseville this 15th day of
Septemb <u>er</u>	, 1999, by the following vote on roll call:	osevine and asen day of

AYES

COUNCILMEMBERS:

Earl Rush, Claudia Gamar, Randolph Graham, Harry Crabb

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

Dan Goodhall

MAYOR

ATTEST:

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

ATTEST:

City Clark of the City of Rossville, California

DEPLITY CLERK

Ord 3405