Exempt from recording fees pursuant to Govt. Code 27383

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 - 99-0082604 Friday, SEP 17, 1999 09:08:07 \$0.00\\ NOC Nbr-0000233374

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REC/R2/1-11

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JIM JOSEPH, TRUSTEE, RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN (Parcel DC-8)

Tt1 Pd

THIS SECOND AMENDMENT is entered into this 3rd day of September by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), JIM JOSEPH, Trustee, of the Jim Joseph Revocable Trust dated January 19, 1990 and Amended and Restated March 22, 1995 ("Landowner"), and DIAMOND CREEK PARTNERS, LTD., a California Limited Partnership ("Diamond Creek"), 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's predecessor-in-interest, A. Diamond Creek, 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 Diamond Creek 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 15, 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.

This Amendment amends the Development Agreement. It affects the portion of the В, Property, commonly referred to as Parcel DC-8, as more particularly described in Exhibit "A-1" attached hereto (the "Affected Parcel") and shall run with the land. Diamond Creek subsequently conveyed the Affected Parcel to Landowner and, in connection with such conveyance, Diamond Creek assigned its rights under the Development Agreement to Landowner. Accordingly, Landowner, as the owner of the Affected Parcel, with the consent of Diamond Creek, is authorized to amend the Development Agreement with respect to the Affected Parcel as provided herein.

- C. The City Council has approved amendments to the North Roseville Specific Plan for the Affected Parcel, as such amendments were adopted by Resolution No. 99-293 (the "Specific Plan Amendments").
- D. 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>Incorporation of Specific Plan Amendments</u>. The Specific Plan Amendments described in Recital C above are hereby incorporated into and made a part of the "Entitlements" described in Recital 5 of the Agreement.
- 2. <u>Amendment of Development Agreement</u>. The following sections and Exhibits of the Development Agreement are hereby amended with respect to the Affected Parcel as follows:
- a. Revised Section 2.2. 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:	760 units on 170.3 acres;
Single Family, Medium Density Residential:	72 units on 9.3 acres;
Multi-Family Residential:	200 units on 10.00 acres;
Community Commercial:	28.1 acres;
Business - Professional	4.9 acres;
Public/Quasi Public (School)	7.9 acres;
Other Public (Electric Substation, Pump and ROW)	25.1 acres;
Park:	35.1 acres; and
Open Space:	22.2 acres.

- b. Revised Exhibit B. Exhibit B attached to the Development Agreement is hereby deleted and replaced by Revised Exhibit B attached to this Amendment.
- c. Revised Section 2.6. The first paragraph of Section 2.6 is revised 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 40 units affordable for purchase to low-income households, 25 units affordable for purchase to middle-income households and 26 units

affordable for rent to low-income households. Any adjustment based on actual development shall be subject to the approval of the Housing Director."

- d. Revised Section 2.6.2.A. Section 2.6.2.A is revised to read as follows:
- "2.6.2.A <u>Affordable Obligation</u>. Landowner agrees that 26 residential units will be reserved within Parcel DC-8 for rental to low-income households."
- 3. <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.
- 4. <u>Amendment.</u> This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.
- 5. <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. 3379, adopted by the Council of the City of Roseville on the 4th day of August, 1999, and Landowner has caused this Amendment to be executed and Diamond Creek has consented to this Amendment.

CITY OF ROSEVILLE, a municipal corporation

3y: <u>Lace (</u>

Allen El Johnson

City Manager

LANDOWNER

Jus attour in Fact.

JIM JOSEPH, Prustee, of the Jim Joseph
Revocable Trust dated January 19, 1990

and Amended and Restated March 22, 1995

ATTEST:

Carolyn Parkinson

City Clerk

[Signatures Continued on Following Page]

APPROVED AS TO FORM:

City Attorney

APPROVED AND CONSENTED TO BY:

DIAMOND CREEK PARTNERS, LTD., a California limited partnership

By: Diamond Equities 360,

a California limited partnership

General Partner

By: Diamond Equities, Inc.,

a California corporation Its:

General Partner

Glenn E. Shaffer, Gr.

President

Chief Financial

Officer

STATE OF CALIFORNIA)		
COUNTY OF PLACER	: ss.)		
personally known to me (or person(s) whose names is/are that he/she/they executed the	proved on the basis subscribed to the same in his/her/	s of satisfactory evidence) to be within instrument and acknowledge their authorized capacity(ies).	the red to me
WITNESS my hand and official	seal.		
Notary Public in and for s	aid State	CAROLYN PARKINSON Commission # 106 1031 Notary Public — California Placer County My Comm. Expires Oct 8, 1999	·
THIS CERTIFICATE MUST BE ATTA	ACHED TO THE BOOKE		
Title or Type of Document	ρ / ρ	Large DC-8	
Date of Document			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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County of Lalo	
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personally appeared Donald C.	Jews: Name(s) of Signer(s)
personally known to me – OR – 🗀 proved t	to me on the basis of satisfactory evidence to be the person(s
	whose name(s) is/are subscribed to the within instrumen and acknowledged to me that he/she/they executed the
1	same in his/her/their authorized capacity(ies), and that by
ROXANNE STRAMAGUA Commission # 1113668 Notary Public — California	his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted
Yolo County My Comm. Expires Oct 13, 2000	executed the instrument.
	WITNESS my hand and official seal.
	Payanus tranaglia
	Signature of Notary Public
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State of California County of Plans	ss.	
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BRENDA E. DUNHAM O COMM. # 1077728 NOTARY FUELLO - CALIFORNIA Flace: County My Comm. Expires Nov. 15, 1999	acknowledged to me that he/she/they exe	cuted orized r/their (s), or
Place Notary Seal Above	WITNESS my hand and official seal. Brenda E. Dundaw Signature of Notary Public	
Though the information below is not required by law	TIONAL , it may prove valuable to persons relying on the docur if reattachment of this form to another document.	nent
Description of Attached Document Title or Type of Document:		
Document Date:		
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer Signer's Name:		
☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General	Top of thur	
□ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other:		
Signer Is Representing:	3	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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BRENDA E. DUNHAM U Comm. # 1077728 NOTARY PUBLIC CALIFORNIA Placer County My Comm. Expires Nov. 15, 1999	to be the person(s) whose subscribed to the within in acknowledged to me that he/she the same in his/her/theicapacity(ies), and that by signature(s) on the instrument the entity upon behalf of which acted, executed the instrument.	strument and e/they executed ir authorized his/her/their ne person(s), or the person(s)
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☐ Attorney in Fact		
☐ Trustee ☐ Guardian or Conservator		
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ORDINANCE NO. 3379

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING AN AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING NORTH ROSEVILLE SPECIFIC PLAN PARCEL DC-8, 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 an Amendment to Development Agreement with Diamond Creek Partners, to alter and clarify provisions in the existing Development Agreement.

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

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

SECTION 3. The Amendment to Development Agreement by and between Piamond Creek Partners 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 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 4th day of 19 99, by the following vote on roll call:

AYES

COUNCILMEMBERS: Earl Rush, Dan Goodhall, Claudia Gamar, Randolph Graham,

Harry Crabb

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS: None

ATTEST:

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

City Clerk of the City of Boseville California