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 Govt, Code 27383 PLACER, County Recorder
JIM MCCAULEY
DOC— 2006—0140910—00
Check Number
Friday, DEC 29, 2006 15:32:01
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(THIS SPACE RESERVED FOR RECORDER'S USE)

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ESKATON PROPERTIES, INC. RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN



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)

FOURTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ESKATON PROPERTIES, INC. RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN

THIS FOURTH AMENDMENT is entered into this <u>2nd</u> day of <u>August</u>, 2005 by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and ESKATON PROPERTIES, INC., a California corporation ("Landowner"), pursuant to the authority of Section 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

- On August 20, 1997, the City and Landowner entered into a Development Agreement (the "Original Development Agreement"), which was recorded on September 29, 1997 in the Official Records of Placer County, California, as Instrument No. 97-0059808-00. Landowner and City entered into the First Amendment to the Development Agreement on August 31, 1998, which amendment was recorded on September 15, 1998 in the Official Records of Placer County, California, as Instrument No. 98-0073816 (hereinafter the "First Then, Landowner and City entered into the Second Amendment to the Development Agreement on October 22, 1999, which amendment was recorded on November 17, 1999 in the Official Records of Placer County, California as Instrument No. 1999-0099399 (hereinafter the "Second Amendment"), and a Third Amendment to the Development Agreement on August 13, 2002 which Amendment was recorded on September 9, 2002 in the Official Records of Placer County, California, as Instrument No. 2002-0105621 (hereinafter the "Third Amendment"). The Original Development Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment shall be referred to collectively herein as the "Development Agreement". Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.
- B. This Fourth Amendment amends the Development Agreement (hereinafter the "Fourth Amendment") and shall run with the land. It affects a portion of the real property subject to the Development Agreement. The real property affected by this Fourth Amendment is identified in Exhibit "B" of the Development Agreement as "EV-1" and is more particularly described in Exhibit "A-1" and depicted in Exhibit "A-2" attached to this Fourth Amendment (hereinafter the "Parcel EV-1").
- C. The City Council has approved an amendment to the North Roseville Specific Plan by Resolution No. <u>05-273</u> (the "Specific Plan Amendments"), which amendment

amends the land use tables for Parcel EV-1 to add 23 congregate housing units for a total of 386 congregate housing units.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- Amendment of Development Agreement. 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. 02-
 - **"**5.2 The North Roseville Specific Plan and Design Guidelines, as amended and adopted by Resolution No. n/a (the "Specific Plan");
 - **"5.4** This Development Agreement, as adopted by Ordinance No. (the 'Adopting Ordinance') and as amended hereby.

"The approvals described in paragraphs 5.1 through 5.3, inclusive, are referred to herein as the 'Entitlements."

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 number of units set forth in Section 2.2 of the Development Agreement are revised to read as follows:

Congregate Housing:

386 units;

Assisted Living:

64 units:

Skilled Nursing Facility:

42 beds: and

Home Health Agency, Adult Day Care/Health Care Center,

Corporate and Administrative Offices and Comparable Uses,

And Open Space

All on a total of 492 units Approximately 52.1 acres

- New Section 3.2.7 (Park Fee Shortfall). Section 3.2.7 of the Development Agreement shall be amended to read as follows:
 - "3.2.7 Park Fee Shortfall. As a result of the transfer of affordable units from Parcel EV-1 to Parcel WW-17, as authorized in the Third Amendment and the subsequent increase of twenty-three (23) Congregate Housing Units authorized by this Fourth Amendment, the total number of congregate dwelling units to be constructed within Parcel EV-1 will be reduced by a net of 14 units from that contemplated in the

Original Development Agreement. This change will result in a net reduction in the total amount of neighborhood park fees collected within the Diamond Creek neighborhood. Specifically, there will be a Neighborhood Park Fee shortfall of Seventeen Thousand Nine Hundred Twenty Dollars (\$17,920), based on 14 units at a fee of \$1,280.00 (2005) per congregate unit (the "Neighborhood Park Fee Shortfall"). The foregoing Park Fee Shortfall reimbursements shall be subject to annual adjustment every January 1 based on any change in the Engineering News Records, Construction Cost Index for the United States, 20-city average (or comparable replacement index). The Park Fee Shortfall shall be paid to City prior to issuance of a building permit for congregate housing units on Parcel EV-1.

d. Section 3.7.5 of the Development Agreement entitled "Recycled Water Cross-Connection Tests" shall be added to read:

"Landowner or Homeowners Association agrees to compensate City for actual and reasonable costs associated with performing periodic State-mandated recycled/potable water system cross-connection tests. Landowner shall have entered into an agreement with the City wherein Landowner or Homeowners Association agrees to compensate City for costs associated with performing said cross connection tests. Unless and until such agreement is reached, City may withhold the approval of improvement plans for the Property.

Section 3.9.13 of the Development Agreement entitled "Short Range e. Master Transit Plan" shall be added to read:

"Landowner shall pay to the City the sum of \$3,200 as its fair share of city-wide funding mechanisms for the updates of the City's Short Range Master Transit Plan."

The following paragraphs shall be added to Section 3.10.7 of the Development Agreement:

"The owner of the central core "Lodge" ("Lodge Owner") shall pay the City of Roseville \$30,000 year for public transit services in the event that the private transit services offered by it to its homeowners/tenants, immediately after build-out of the project, decreases by more than 50% for a period of sixty (60) consecutive days or more at any time during the life of the project, as determined by the City of Roseville Public Works Director. Transit services considered shall not include private charter services for groups. Costs to be paid to the City shall be adjusted annually for inflation using the regional CPI following the approval of this Agreement. In the event that the Lodge Owner is required to pay the City for said transit services, Lodge Owner shall also pay the City the then current price of one (1) 15-passenger bus as a one time capital cost within one-hundred-eighty (180) days of a written request from the City.

Landowner shall provide a transit pad and enter into a Deferred Improvement Agreement or other agreement based upon a construction cost of \$10,000 for a bus shelter on the through side of westbound Blue Oaks Boulevard, west of Diamond Creek Boulevard, as per the City's improvement standards.

Landowner shall install a transit turnout, pad and shelter on southbound Diamond Creek Boulevard, south of Parkside Way and north of the gated entry as per

the City's improvement standards. The exact location of the transit improvements on Diamond Creek Boulevard shall be determined by City so as to best utilize the site, avoid the drainage areas, and ensure that these improvements are constructed concurrently with the project. Landowner shall provide safety fencing as determined by City. The Bus Shelter shall include lighting, schedule display and waste receptacles.

The above-described transit pad/shelter improvements on Diamond Creek Boulevard shall be maintained by the Eskaton Village Roseville Homeowners Association."

- New and Revised Exhibits. Revised Exhibit "B" is attached hereto and hereby incorporated into and made a part of the Development Agreement.
- 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. 4224 , adopted by the Council of the City of Roseville on the 15th day of June , 2005, and Landowner has caused this Amendment to be executed.

ESKATON PROPERTIES, INC., a California

public benefit corporation

Todd Murch ROBINSON President City Manager and ATTEST: Connie Batterson Secretary

CITY OF ROSEVILLE.

a municipal corporation

City Clerk

APPROVED AS TO FORM:

MARK J. DOANE City Attorney

EXHIBIT A-1

LEGAL DESCRIPTION FOR ESKATON PROPERTIES

Parcel 34 as shown on the Map of "Diamond Creek Large Lot Subdivision" filed in the Office of the Recorder of Placer County, California on July 22, 1998 in Book "U" of Maps, at Page 86.

APN: 017-114-043, 017-114-044

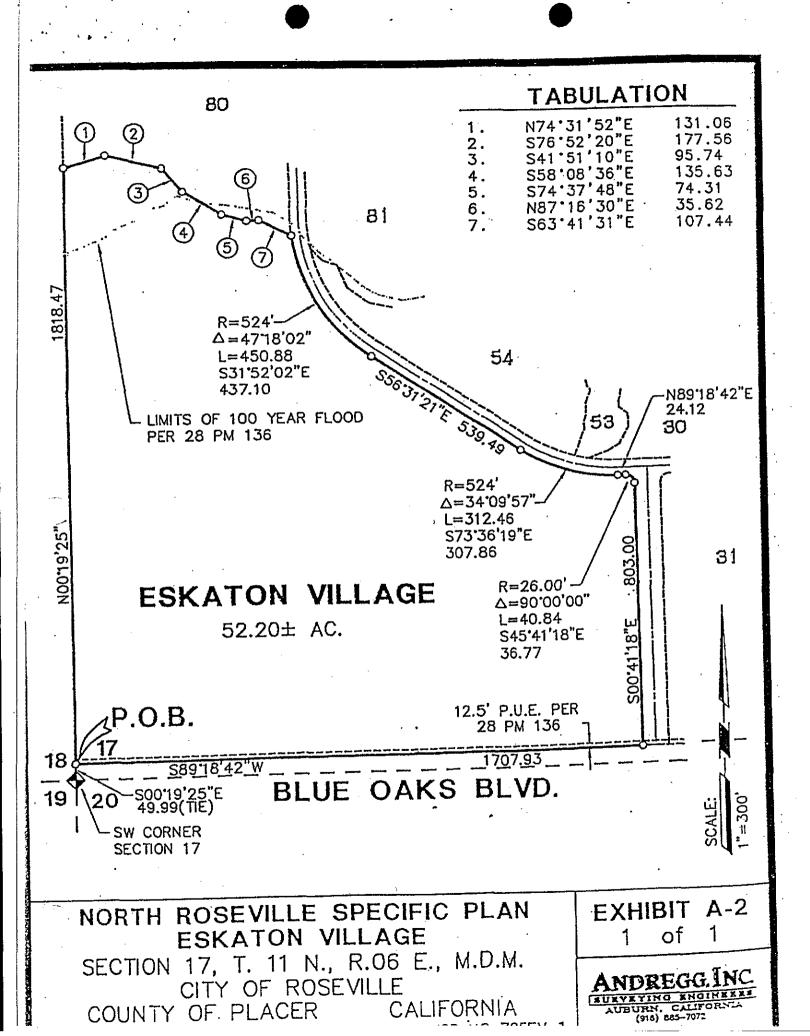
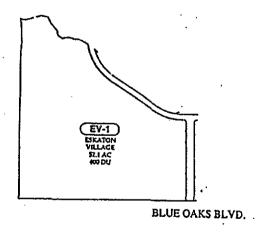


EXHIBIT "B"

Land Uses for the Property Eskaton Village

ESKATON		
EV-1 Eskaton Village		
CC / SA Community Commercial	52.1 acres	386 units
ROW	0.0 acres	200 mints
Subtotal Attached / Detached Housing Units	52.1 acres	386 units



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	1
county of Sacramento	_ } ss.
	a - C. Inalka N.
On May 25, 2005 before me, Y	Name and Title of Office (e.g., "Jane Doe, Notary Public")
personally appeared Todd Much (and Connie Batterson
	r personally known to me
	 proved to me on the basis of satisfactory evidence
	to be the person(s) whose name(s)
	subscribed to the within instrument and
MONICA SANDGATHE Commission # 1502993	acknowledged to me that be/she/they executed the same in bis/her/their authorized
Notary Public - California Sacramento County	capacity(ies), and that by hie/her/their signature(s) on the instrument the person(s), or
My Comm. Expires Jul 23, 2008	the entity upon behalf of which the person(s acted, executed the instrument.
	WITNESS my hand and official seal.
	monea Sendenthe
	Signature of Notary Posic
<u> </u>	TIONAL rove valuable to persons relying on the document and could prevent
	ment of this form to another document.
Description of Attached Document	August Associated Association
Title or Type of Document: 100111 111100	dmont-Development Agent
Document Date:	Number of Pages: 8
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
	Cannie Batterson
	RIGHT THUMBPRIN OF SIGNER Top of thumb here
Signer's Name: Todd Murch and Individual Corporate Officer — Title(s): CED/Presu	lant and Secretary
☐ Partner — □ Limited □ General ☐ Attorney-in-Fact	
☐ Trustee	
☐ Guardian or Conservator ☐ Other:	
Signer Is Representing: Eskaton	
anguar to the cooking	

STATE OF CALIFORNIA) : ss.
COUNTY OF PLACER)
On this 2 ND day of August in the year of 2005, before me, the undersigned, a Notan 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 HELEN DREYER Comm. # 1544178 NOTARY PUBLIC CALIFORNIA W Placer County My Comm. Expires Jan. 14, 2009
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:
Title or Type of Document: Fourth Amendment to Development Agreement by and between the City of Roseville and Eskaton Properties, Inc. relative to the north Roseville Specific Plan

Acknowledgment - All Purpose

Date of Document: August 2, 2005

ORDINANCE NO. 4224

ADOPTING A FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, AND ESKATON PROPERTIES, INC. RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN PARCEL EV-1, 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 by and between the City of Roseville and Eskaton Properties, Inc., to alter and clarify provisions in the existing Development Agreement relating to the North Roseville Specific Plan – EV-1 (Eskaton Village – 10001 Diamond Creek Boulevard).

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 for the North Roseville Specific Plan, 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 public health, safety and welfare;
- 4. The Fourth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- 5. The Fourth Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Fourth Amendment to Development Agreement.
- SECTION 3. The Fourth Amendment to Development Agreement, by and between the Eskaton Properties, Inc. 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 the 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 15th day of June _, 2005, by the following vote on roll call:

AYES

COUNCILMEMBERS:

Allard, Roccucci, Gray, Rockholm, Garbolino

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

None

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

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