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

PLACER, County Recorder JIM MCCAULEY

DOC- 2003-0123456

Monday, JUL 28, 2003 11:38:08

NOC \$0.00

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Nbr-0000901523

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

Title: Second 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

CFi0401-03-12 #9 Sheat Blan hands Worth sind Greefer Han SEP n o 2003

# SECOND 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

THIS SECOND 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 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. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.
- B. On July 5, 2002, City and MLIC entered into that certain "First Amendment" to the Development Agreement, which First Amendment was recorded in the Official Records of Placer County on July 11, 2002, as document no 2002-0079682. The First Amendment and the Original Development Agreement are collectively the "Development Agreement."
- C. 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.
- D. This Second Amendment amends the Development Agreement as to the property identified in the North Roseville Specific Plan, Phase III as parcel "DR-2," which property is more particularly described in Exhibit "A" attached hereto. This Second Amendment shall run with the land.
- E. The City Council has found and determined that this Second Amendment (the "Second 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. 00-431;
    - 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. 3654, dated April 4, 2001 and pursuant to Ordinance No. 3841, dated June 5, 2002;
    - This Original Development Agreement, as adopted by Ordinance No. 3843; the First Amendment, as adopted by Ordinance No. 3579 ; 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 Exhibits "B-1" and "B-2" 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:

716 Units on 143.2 acres

Park:

9.0 acres

Other Public (ROW):

7.8 acres

- c. <u>New and Revised Exhibits.</u> Revised **Exhibits "B-1"** and **"B-2"** are attached hereto and are 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. 3954, 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 City Manager JOHN MOURIER CONSTRUCTION, INC., a California corporation

John I. Wourier-III

- President

ATTEST:

Carolyn Parkinson

City Clerk

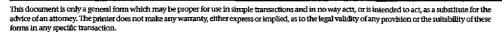
APPROVED AS TO FORM:

Mark J. Doane City Attorney

[ALL SIGNATURES MUST BE NOTARIZED]

# **ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CAlifornia	<u> </u>				
COUNTY OF Place	}				
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on May 1, 200 personally appeared	before me,	KAREN He	Adley		
personally appeared	Rod Yama	inaka			
personally known to me (or proved on the k					
within instrument and acknowledged to me	that he/she/they executed t	he same in his/her/their au	thorized capacity(ies), and that by		
his/her/their signature(s) on the instrum	ent the person(s), or the ent	tity upon behalf of which th	e person(s) acted, executed the		
instrument.					
0	and the second s	1			
WITNESS my hand and difficial seal,			KAREN HEADLEY		
		<u> </u>	Commission # 1371148 Notary Public - California		
NOTARY PUBLIC IN AND FOR THE SAI	ID STATE	j (	Placer County		
			My Comm. Expires Aug 30, 2006		
( )					
CAPACITY CLAIMED BY SIGNER	SIG	GNER IS REPRESENTING			
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SUBSCRIBING WITNESS					
GUARDIAN/CONSERVATOR	-				
OTHER					
ATTENTION NOTARY: Although the inform	nation requested below is or	tional it could prevent frau	idulant attachment of this		
certificate to unauthorized document.	nation requested below is op	donar, it could prevent had	dustic accomment of dis		
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THIS CERTIFICATE	Number of Pages				
MUST BE ATTACHED	Date of Document				
TO THE DOCUMENT Signer(s) Other Than Named Above					





STATE OF CALIFORNIA ) : ss COUNTY OF PLACER )	S.
Notary Public in and for said State, pe known to me to be the person whose acknowledged to me that he executed	he year of 2003, before me, the undersigned, a rsonally appeared W. Craig Robinson, personally name is subscribed to the within instrument and the same in his authorized capacity, and that by person, or the entity upon behalf of which the
WITNESS my hand and official seal.  Notary Public in and for said State	ELLY ALLEN  COMM. #1296954  NOTARY PUBLIC -CALIFORNIA OPLACER COUNTY  My Comm. Expires Mar. 12, 2005
THIS CERTIFICATE MUST BE ATTAC FOLLOWS:	CHED TO THE DOCUMENT DESCRIBED AS
Title or Type of Document: Second Am	nendment of Development Agreement
Date of Document:June 16, 20	003

Acknowledgment – All Purpose

### Exhibit "A"

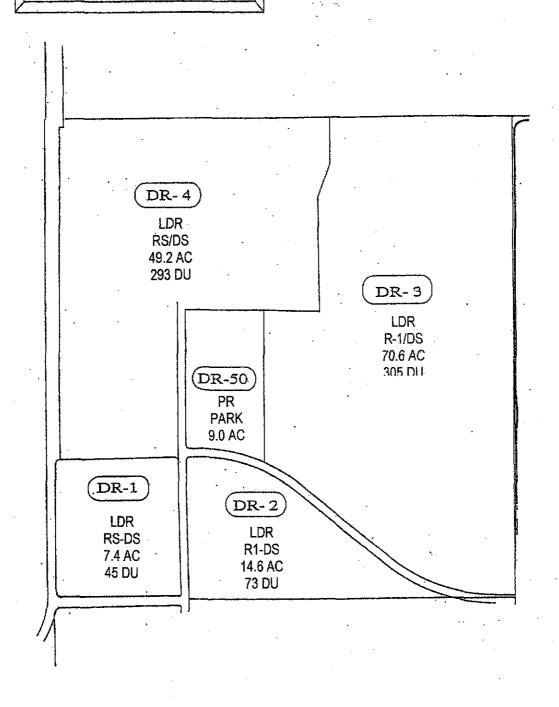
(Legal Description)

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 III, parcel DR-2 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: 017-115-078

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



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

## **DOCTOR'S RANCH**

## Land Use by Parcel Table

Parcel	Zoning	Land Use	Density	Net Acres	Units
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	4.3	70.6	305
DR-4	R1-SA	LDR	6.0	49.2	293
DR-50	PR	PARK		9.0	

## ORDINANCE NO. 3954

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
NORTH ROSEVILLE SPECIFIC PLAN PHASE III (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 Second 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 Second Amendment to Development Agreement, 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 the public healthy, safety and welfare;
- 4. The Second Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
- 5. The Second Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement:

SECTION 3. The Second 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 Second 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 May , 2003, by the following vote on roll call:

**AYES** 

COUNCILMEMBERS:

Richard Roccucci, Jim Gray, Gina Garbolino, Rocky Rockholm

NOES

COUNCILMEMBERS:

None

**ABSENT** 

**COUNCILMEMBERS:** 

Earl Rush

MAYÓR

ATTEST:

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

ATTEST

City Cierle of the City of Rose No. California

DEPUTY CLERK

Ord. 3954

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