



PLACER, County Recorder  
JIM MCCAULEY

DOC- 2008-0059263-00

Tuesday, JUL 22, 2008 11:36:25  
NOC \$0.00

Ttl Pd \$0.00

Rcpt # 0001817391  
had/HD/1-9

RECEIVED

AUG 25 2008

Planning & Redevelopment

(This Space Reserved for Recorder's Use)

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 Cal. Gov. Code §27383

**SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE FIDDYMENT LAND VENTURE, LLC, RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Second Amendment of Development Agreement ("Amendment") is entered into this 18th day of June, 2008, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and ROSEVILLE FIDDYMENT LAND VENTURE, LLC, a Delaware limited liability company ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Developer and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on February 23, 2004 in the Official Records of Placer County as Instrument No. 2004-0080708. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and Developer entered into the Development Agreement relative to development within the West Roseville Specific Plan Area ("Specific Plan", "WRSP" or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement.

C. On January 4, 2006, City and Developer, by Ordinance No. 4324, entered into the First Amendment of the Development Agreement (the "First Amendment"). The First Amendment was recorded on March 2, 2006, in the Official Records of Placer County as Instrument No. 2006-0022488.

D. This Amendment amends the Development Agreement. It affects the real property described in Exhibit "A" and Exhibit "B" attached to the Development Agreement and shall run with the land.

E. The Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

a. REVISE SECTION 2.2. The residential unit counts and approximate land use acreages set forth in Section 2.2 are proposed to be revised as follows:

|                            |                                 |
|----------------------------|---------------------------------|
| “Low Density Residential   | 2,319 units on 815.4 Net Acres; |
| Medium Density Residential | 527 units on 71.3 Net Acres;    |
| High Density Residential   | 1,361 units on 67.2 Net Acres   |
| Community Commercial       | 39 Net Acres                    |
| Business Professional      | 0 Net Acres”                    |

b. REVISE EXHIBIT D. Exhibit D attached to the Development Agreement is proposed to be deleted and replaced by the Exhibit D attached to this Amendment.

c. REVISE SECTION 2.6.1. Section 2.6.1 is proposed to be revised in its entirety to read as follows:

“2.6.1 Affordable Purchase Residential Units. Developer agrees that 83 units will be reserved on Parcel F-16 as detached and/or attached single-family residential units affordable to middle-income purchasers. Such units shall be distributed throughout said Parcel.”

d. REVISE EXHIBIT E. Exhibit E attached to the Development Agreement is proposed to be deleted and replaced by the Exhibit E attached to this Amendment.

2. Consistency with General Plan. The City Council has found and determined that this Amendment of the Development Agreement is consistent with the General Plan and the West Roseville Specific Plan.

3. Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

4. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:


|             |                          |
|-------------|--------------------------|
| Exhibit “D” | Land Use Plan            |
| Exhibit “E” | Affordable Housing Sites |

5. 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 attested to by its City Clerk under the authority of Ordinance No. 4668, adopted by the Council of the City of Roseville on the 18th day of June, 2008.

CITY OF ROSEVILLE,  
a municipal corporation

ROSEVILLE FIDDYMENT LAND  
VENTURE, LLC, a Delaware limited liability  
company

By:   
\_\_\_\_\_  
W. CRAIG ROBINSON  
City Manager

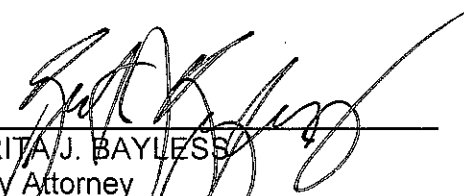
By: Signature Properties, Inc., a California  
corporation, its Manager

By:   
\_\_\_\_\_  
MICHAEL GHIELMETTI  
President

ATTEST:

By:   
\_\_\_\_\_  
SONIA OROZCO  
City Clerk

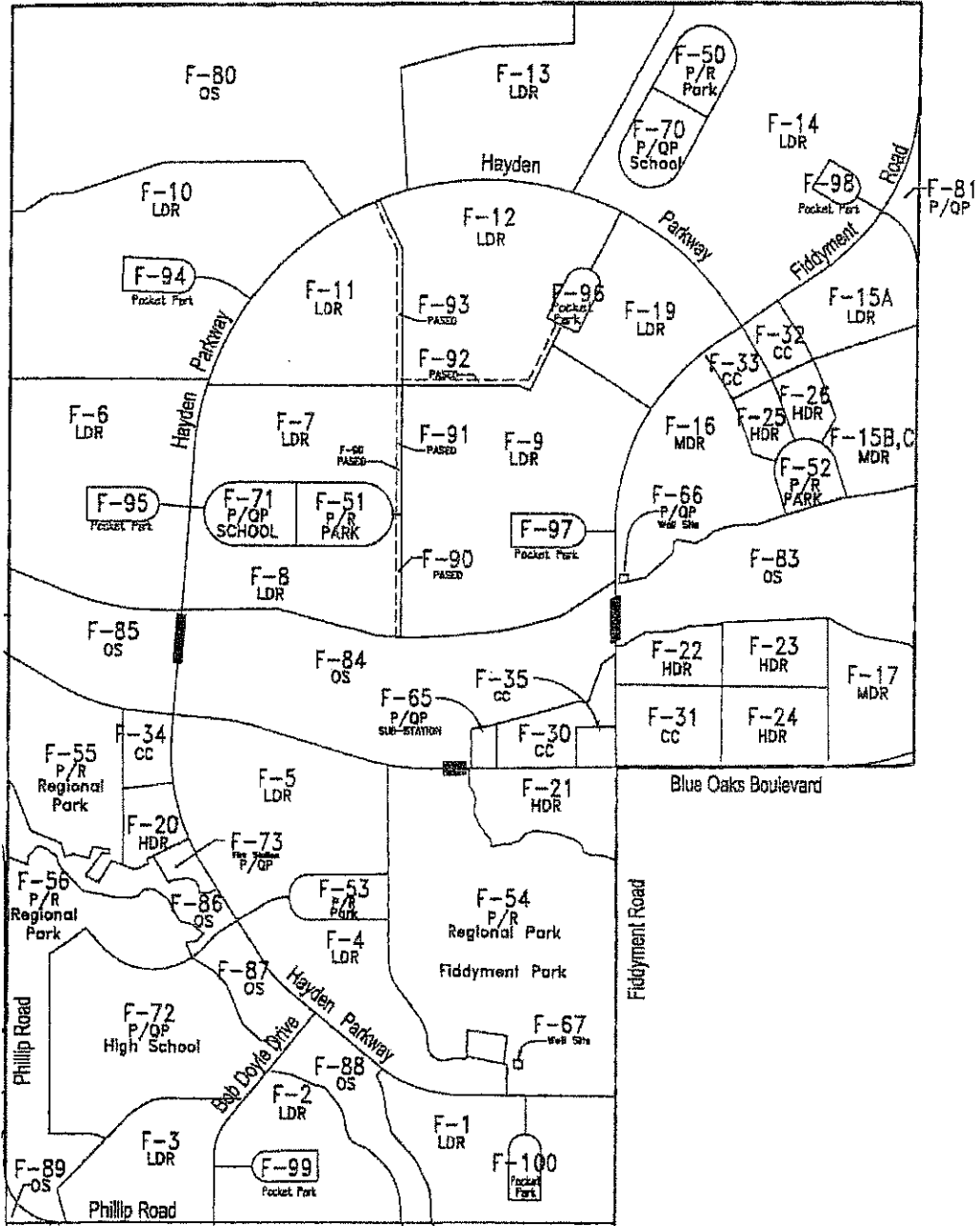
APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
BRITA J. BAYLESS  
City Attorney

APPROVED AS TO SUBSTANCE:

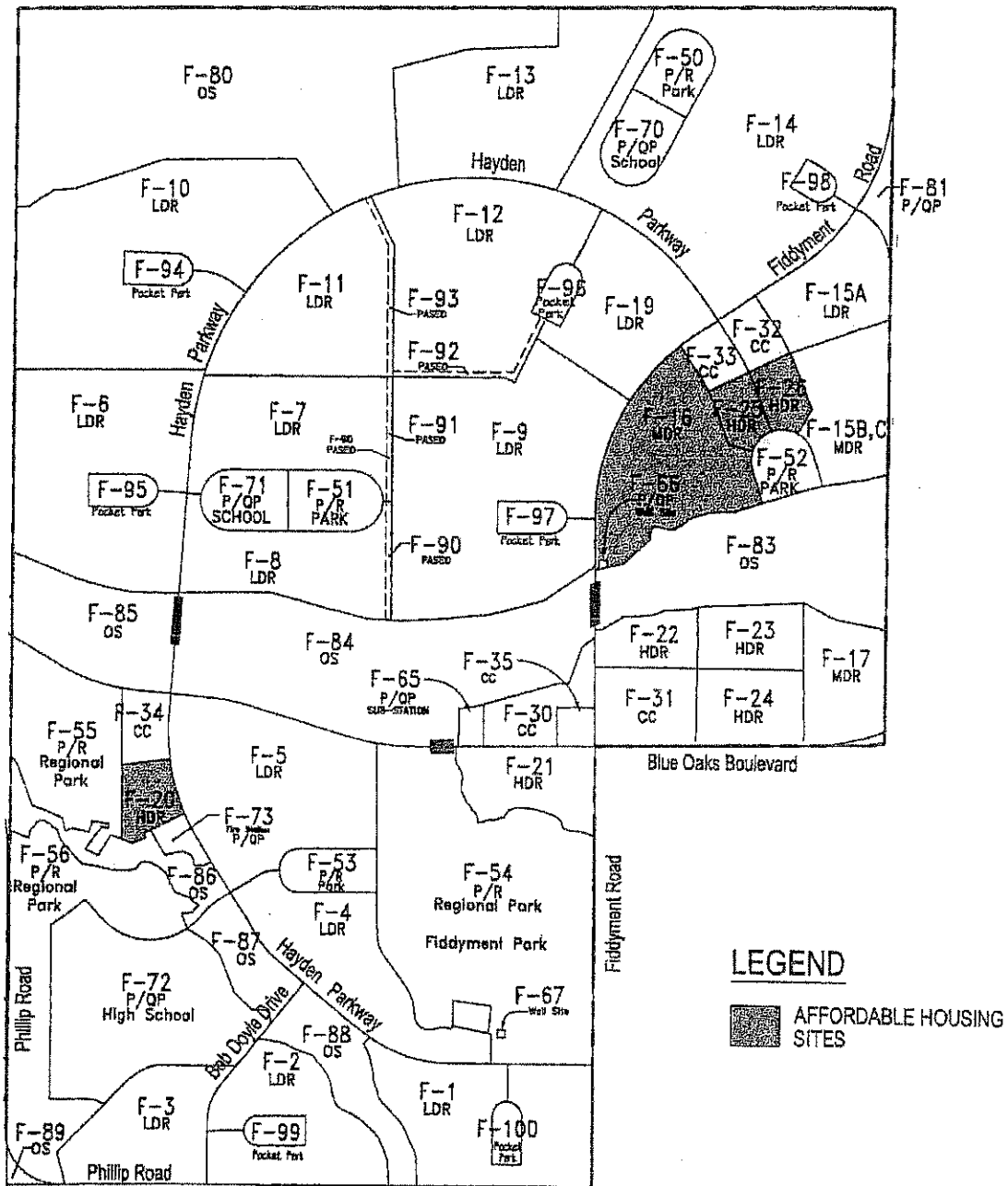
By:   
\_\_\_\_\_  
PAUL RICHARDSON  
Planning & Redevelopment Director

# Exhibit D Land Use Plan



# Exhibit E

## Affordable Housing Sites



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On July 16, 2008 before me, Judy Moore, Notary Public

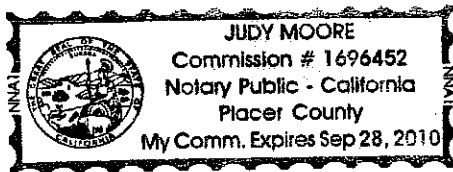
personally appeared W. Craig Robinson

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: 2nd Amendment to Development Agreement

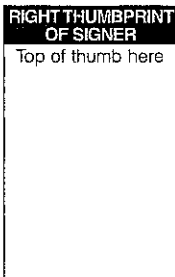
Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

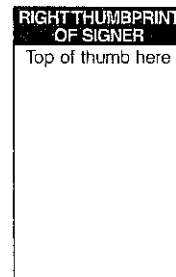
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

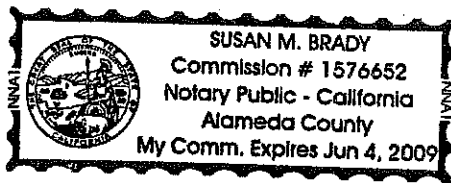
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

State of California )  
County of Alameda }ss.

On July 7, 2008 before me, Susan M. Brady, Notary Public.  
Date  
personally appeared Michael Ghielmetti  
Name(s) of Signer(s)



Who proved to me on the basis of satisfactory evidence 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.

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.

Susan M. Brady  
Susan M. Brady-Commission No. 1576652

**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: 2nd Amendment of Development Agreement

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Other than Named Above:**

Signers Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_

ORDINANCE NO. 4668

ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING  
THE WEST ROSEVILLE SPECIFIC PLAN, 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 by and between the City of Roseville and Roseville Fiddymment Land Venture, LLC (hereinafter, the "Second Amendment to Development Agreement").

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First 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 West 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 First Amendment to Development Agreement.

SECTION 3. The Second Amendment to Development Agreement by and between Roseville Fiddymment Land Venture, LLC 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 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 18th day of June, 2008 by the following vote on roll call:

AYES            COUNCILMEMBERS:    Allard, Roccucci, Garcia, Gray

NOES            COUNCILMEMBERS:    None


ABSENT        COUNCILMEMBERS:    Garbolino

  
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

