

Exempt from recording fee
pursuant to Govt. Code 27300

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Roseville
311 Vernon Street, #208
Roseville, CA 95678



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office

DOC- 2000-0029511

Tuesday, MAY 02, 2000 08:40:50

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000305861

gmv/R5/1-17

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

**SECOND AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE, MOURIER LAND INVESTMENT CORPORATION
AND JOHN MOURIER CONSTRUCTION, INC.,
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN**

THIS SECOND AMENDMENT is entered into this 17th day of April, 2000, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and MOURIER LAND INVESTMENT CORPORATION, a California corporation ("MLIC"), and JOHN MOURIER CONSTRUCTION, INC., a California corporation ("JMC;" MLIC and JMC shall be collectively referred to herein as "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 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" (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 Mourier Land Investment Corporation 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. 97-0059807-00, and the First Amendment was recorded in the Official Records of Placer County on September 15, 1998, as Instrument No. 98-0073815. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

CF: 0401-03-12
#6

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FILED
OCT 03 2000
CITY OF ROSEVILLE
BY

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

C. JMC and the City have also entered into that certain Affordable Purchase Housing (Low & Middle Income) Development Agreement, dated January 5, 2000 (the "**Phase 1 Affordable Housing Agreement**," relative to the provision of affordable housing unit within the portion of the Property described as Parcel M-2/3. The Phase 1 Affordable Housing Agreement was recorded in the Official Records of Placer County on January 11, 2000, as Instrument No. 2000-0001762.

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. Amendment of Development Agreement. The following sections of the Development Agreement are hereby amended 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:	380 Units on 74.5 acres
Single Family, High Density Residential:	131 Units on 6.4 acres
Community Commercial:	13.1 acres
Public/Quasi Public (Schools):	22.3 acres
Other Public (ROW):	8.1 acres
Park:	2.7 acres
Open Space:	13.4 acres

b. Revised Section 2.6. Section 2.6 of the Development Agreement is hereby revised in its entirety to read as follow:

"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 13 units affordable for purchase to middle-income households and 38 units

affordable for rent to low-income households, in the manner set forth below. Any adjustment based on actual development shall be subject to the approval of the Housing and Redevelopment Director.

Except as otherwise provided in this Agreement, the terms "low income" means households earning fifty-one percent (51%) to eighty percent (80%) of median income, and "middle income" means households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy.

2.6.1 Affordable Purchase Residential Units. Landowner agrees that, in consideration of the credit of 8 units against its 13 unit middle-income affordable obligation pursuant to Section 2.6.2.B below, the remaining 5 residential units will be reserved and provided within Parcel M-2/3 as detached and/or attached single-family residential units affordable to purchasers in middle-income households. Such units shall be distributed throughout such Parcel.

2.6.1.A Agreement Required. Prior to the approval of each final residential lot subdivision map within a Parcel designated to provide affordable purchase opportunities, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement (or other form as required by the City) for the residential purchase units affordable to middle-income households.

2.6.1.B Content. The Affordable Purchase Housing Development Agreements shall, for each such residential lot subdivision, set forth, among other things, the distribution of the relevant number of said affordable housing units within the subdivision, Landowner's obligations for marketing the affordable units, and sharing of appreciation (if any) of the affordable unit's value. No City subsidies will be required to be made available to provide residential purchase units affordable to middle-income households.

Notwithstanding any provisions of the City's then current Affordable Purchase Housing Development Agreement to the contrary, the Affordable Purchase Housing Development Agreements shall provide that:

a) Middle-income affordable purchase units shall be marketed to middle-income households for a minimum of ten (10) days from the date Landowner commences marketing of the subdivision in which such

affordable units are located. If not sold to middle-income households within that period, the units may be sold as market price units.

Any affordable purchase units remaining unsold after the required marketing periods as middle-income units which are later sold as market units shall nonetheless be credited against Landowner's affordable purchase housing obligation.

b) The Landowner may develop the affordable purchase units with fewer amenities than the market rate units, however, the affordable purchase units shall utilize the same or similar materials as the market rate units on the exterior.

c) Landowner's obligation to provide affordable purchase units may be moved and may be satisfied by the provision of affordable purchase units elsewhere within the applicable subdivision, or within other residential Parcels within the Neighborhood, or within residential Parcels within other Neighborhoods of the Specific Plan, subject to the Housing and Redevelopment Director's approval.

d) For purposes of making housing opportunities affordable, Landowner agrees that it shall use its best efforts to sell such affordable purchase units to qualifying middle-income households as required by this Agreement. Such best efforts shall include, without limitation, special advertising prior to the release of the affordable purchase units for sale indicating the availability thereof to middle-income households, and maintenance of a waiting list of middle-income households seeking housing opportunities in Landowner's development(s), notification of such persons (and any such households provided by the Housing and Redevelopment Director for the City) prior to any release of affordable purchase units, and the pre-release, by at least one day, of such affordable purchase units to such notified households.

"Within three (3) working days of execution of a contract of sale of an affordable purchase unit to a qualifying middle-income household, Landowner shall notify the Housing and Redevelopment Director in writing of such sale and provide information verifying such qualification as middle-income.

2.6.1.C No City Subsidies. Landowner agrees to provide all of the middle-income affordable purchase units without any subsidy from the City.

2.6.1.D Transfer of Obligation. At the request of Landowner, the affordable purchase housing obligation (or any portion thereof) for Parcel M-2/3 may be transferred, with the consent of City, to another parcel (the Transferee Parcel) within said Parcel's Neighborhood of the Specific Plan or within another Neighborhood of the Specific Plan. No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected Parcels, with reference to this Agreement.

2.6.2 Multi-Family Affordable Rental Units.

2.6.2.A Affordable Obligation. Landowner agrees that, for the development of the multi-family project on Parcel M-1, forty percent (40%) of the permitted units developed thereon will be reserved for rental to households earning sixty percent (60%) or less of median income and fifty percent (50%) of the permitted units developed thereon will be reserved for rental to households earning eighty percent (80%) or less of median income. The remaining ten percent (10%) of the permitted units developed thereon may be rented by Landowner at market and shall be unencumbered by any affordable obligation. Provided, in any event, Landowner agrees to provide at least one hundred eighteen (118) units affordable at said 60% and 80% income levels, in the foregoing proportions (or such lesser number of units as may be approved by the City, based on the total number of low-income units required for Landowner's developments in Phases I, II and III of the Specific Plan, as finally approved by the City). Prior to design review approval for development of Parcel M-1, the parties shall enter into City's then current form Affordable Rental Housing Development Agreement (or other form as required by the City) for the residential units affordable to low- and middle-income households and to memorialize the affordable housing credits described herein.

2.6.2.B Satisfaction of Obligations. In consideration of Landowner's covenant to provide the foregoing mix of low-income affordable units in Parcel M-1, particularly the 40% of such units for households earning 60% or less of median income, all without any subsidy by the City, the City acknowledges and agrees that the entire project (131 units) shall be credited as providing units affordable to low-income households, which credit shall be applied to all of Landowner's developments within the Plan Area. Also, if and to the extent Landowner's low-income affordable obligations within the overall Plan Area are less than 131 units, the remaining units to be provided hereby shall be credited against Landowner's middle-income housing obligations. In particular,

this agreement shall satisfy the low-income affordable housing obligations of Landowner under the Phase 1 Affordable Housing Agreement and, in anticipation that Landowner's overall low-income affordable obligation will not exceed 123 units, eight (8) additional units shall be credited against Landowner's middle-income obligations under the Phase 1 Affordable Housing Agreement. Upon request of Landowner, City shall execute and record a notice of termination or other such document evidencing the satisfaction and termination of the Phase 1 Affordable Housing Agreement for the low-income affordable obligations and for the eight (8) middle-income affordable units thereunder.

With respect to Landowner's development within Phase II (Neighborhood C) of the North Roseville Specific Plan, Landowner is obligated to provide 34 single-family residential units affordable for purchase to low-income households for such development pursuant to that certain development agreement between the City and MLIC relative to the North Roseville Specific Plan Phase II (the "**Phase 2 Development Agreement**"). As provided above, such Phase II low-income affordable obligation shall be deemed satisfied by the project to be developed on Parcel M-1. Upon request of Landowner, City shall execute a memorandum evidencing the crediting of such low-income affordable units against Landowner's 34 unit low-income affordable purchase housing obligation for Neighborhood C of the Plan Area under the Phase 2 Development Agreement.

Finally, Landowner is currently seeking approval to annex certain real property to the City as a new Phase III of the Specific Plan, also referred to as proposed Neighborhood D thereof, and obtain the approval of entitlements for approximately 679 residential units. If such property is added to the Specific Plan and approved for such residential development, Landowner's affordable obligation under the current General Plan would include a requirement for 51 low-income units for said Phase III. Accordingly, with the above credits from Parcel M-1 of 38 low-income units and 8 middle-income credits applied to Phase I and of 34 low-income units applied to Phase II, the remaining 51 low-income unit credits from Parcel M-1 will be sufficient to satisfy Phase III's low-income obligation, so long as not more than 680 units are approved for development in said Phase III. City's agreement to allow the additional affordable units from Parcel M-1 to be credited against the potential affordable housing obligations for Phase III shall not impair or affect the City's discretion regarding Landowner's pending application for said Phase III and shall not impose any obligation on City to approve, in whole or in part, such pending application for Phase III. Subject to the City's approval of entitlements for Phase III, the application of this credit against Landowner's Phase III affordable housing

obligations may either be incorporated into any development agreement that may be approved for said Phase III or evidenced by a memorandum between the parties. And, if such development is not approved (or the approval of the annexation therefor is not obtained) and/or if the number of units approved for Phase III is less than the amount currently requested by Landowner such that its low-income affordable housing obligation is less than said 51 units, Landowner may either apply the unused credits against its middle-income affordable housing as provided below or may, with the approval of the Housing and Redevelopment Director, transfer such credits to satisfy other landowner's low-income affordable housing obligations within the Plan Area.

Subject to the approval of the Housing and Redevelopment Director, if and to the extent the number of low-income affordable units deemed to be provided by Parcel M-1 hereunder exceeds the number of low-income affordable units then credited against Landowner's low-income affordable housing obligations for Phases I and II (and, if applicable, Phase III), together with the 8 middle-income affordable units credited above, then Landowner may request that such excess affordable units be applied against Landowner's middle-income purchase obligations for Phase I and/or Phase II (and, if applicable, Phase III). If such credit is applied to any additional middle-income units in Phase I, then upon such request of Landowner and approval by the Housing and Redevelopment Director, City shall execute and record a notice of termination or other such document evidencing the satisfaction and termination of Landowner's obligation for the applicable number of such additionally credited middle-income affordable units under the Phase 1 Affordable Housing Agreement. If such credit is applied to middle-income units in Phase II (or Phase III), then upon request of Landowner and approval of the Housing and Redevelopment Director, City shall execute a memorandum evidencing the crediting of such excess affordable units against Landowner's middle-income affordable housing obligations within said Phase.

2.6.2.C No City Subsidies. Landowner agrees to provide all of the low-income affordable rental units to be developed in Parcel M-1 without any subsidy from the City. This provision shall not prevent Landowner from requesting the City to defer the building permit fees to certificate of occupancy for development of Parcel M-1, in accordance with and subject to the City's fee deferral program.

2.6.2.D Transfer of Obligation. At the request of Landowner, the affordable rental housing obligation (or any portion thereof) for Parcel M-1 may be transferred, with the consent of City, to another parcel (the

Transferee Parcel) within said Parcel's Neighborhood of the Specific Plan or within another Neighborhood of the Specific Plan. No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected Parcels, with reference to this Agreement. Also, Landowner may, at its option, reduce and/or satisfy this obligation to provide affordable rental units within Parcel M-1 through the construction and sale of other residential units elsewhere in the Property to qualified low-income households, earning 70% or less of median income. The marketing and sale of any such alternative affordable units shall be subject to the approval of the Housing and Redevelopment Director. For each such sale of an alternative affordable unit, Landowner's obligation to provide affordable rental units on Parcel M-1, or any Transferee Parcel thereof, shall be reduced by a corresponding one (1) unit.

2.6.3 Not a Limitation. Nothing in the foregoing Section 2.6 shall be construed to limit Landowner from offering units for rental to households of very low incomes or to households of low or middle incomes in excess of the number of units specified."

c. Revised Section 3.10.5. 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:

"The City agrees that such contribution by the CFD shall be credited against the City-wide Park Fee, that Landowner's share thereof is \$194,166, and that such credits shall be applied against the City-wide Park Fee in accordance with the provisions of Section 4.2.1 below."

d. Revised Section 4.2.1. Section 4.2.1 of the Development Agreement is hereby revised in its entirety to read as follows:

"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 shall initially be equal to \$248,563, which credits shall be allocated as follows to the following Parcels within the Property:

JPA Credits:

<u>Parcel</u>	<u>Total Credits</u>	<u>Units</u>	<u>Credits/Unit</u>
M-1	B	--	B
M-2/3	48,070	115	\$418
M-4	36,784	88	\$418
M-5	43,054	103	\$418
M-6	30,932	74	\$418
M-30	63,614	--	--
M-31	26,109	--	--
Total	\$248,563	380	

In consideration of Landowner's covenant to construct park improvements pursuant to Section 3.2.4, Landowner shall be entitled to credits against the neighborhood park fee as described in and provided under Section 3.2.6 above. Also, In consideration of Landowner's advance funding for Mahany Park pursuant to Section 3.10.5 above, Landowner shall be entitled to **\$194,166** of credits against the City-wide Park Fee and such credits shall be allocated as follows to the following residential Parcels within the Property:

City-wide Park Fee Credits:

<u>Parcel</u>	<u>Total Credits</u>	<u>Units</u>	<u>Credits/Unit</u>
M-1	--	--	B
M-2/3	58,761	115	\$510.96
M-4	44,965	88	\$510.96
M-5	52,629	103	\$510.96
M-6	37,811	74	\$510.96
Total	\$194,166	380	

(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 Landowner's

single-family Parcels (M-2/3, M-4, M-5 and M-6), 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 acknowledgment shall not require an amendment to this Agreement. For Landowner's multi-family and commercial Parcels (M-1, M-30 and M-31), 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 allocated to such Parcel 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."

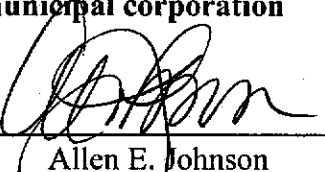
2. Consistency with General Plan. The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

3. Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.

4. 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. 3483, adopted by the Council of the City of Roseville on the 15th day of March, 2000, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE,
a municipal corporation

By: 

Allen E. Johnson

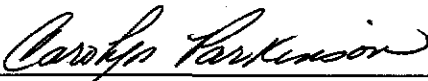
**MOURIER LAND INVESTMENT
CORPORATION, a California
corporation**

By: 

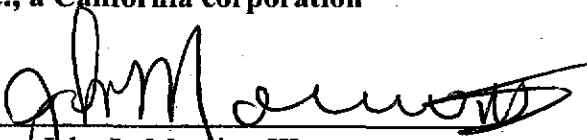
City Manager

John L. Mourier, III
President

ATTEST:

By: 
Carolyn Parkinson
City Clerk

**JOHN MOURIER CONSTRUCTION,
INC., a California corporation**

By: 
John L. Mourier, III
President

APPROVED AS TO FORM:

By: 
Mark J. Doane
City Attorney

[ALL SIGNATURES MUST BE NOTARIZED]

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF

California

COUNTY OF

Placer

On

March 20, 2000

before me,

Karen Headley

personally appeared

John L. Mowbray III

personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in 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.

WITNESS my hand and official seal,

NOTARY PUBLIC IN AND FOR THE SAID STATE



CAPACITY CLAIMED BY SIGNER

NAME OF PERSON(S) OR ENTITY(IES)

☐ INDIVIDUAL(S)

☒ CORPORATE

OFFICER(S)

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ SUBSCRIBING WITNESS

☐ GUARDIAN/CONSERVATOR

OTHER

SIGNER IS REPRESENTING

NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT THE RIGHT:**

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.



STATE OF CALIFORNIA

COUNTY OF PLACER

)
: ss.
)

On this 18 day of April in the year of 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names 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.

WITNESS my hand and official seal.

Carolyn Parkinson

Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Second Amendment - Revoc. Agent.

Date of Document 4.17.00

Acknowledgment - All Purpose

0202 0000 0005 0012

Legal Descriptions for M-2, M-3, M-4, M-5, and M-6.

Parcel 2 as shown on the Plat of Mourier 140, filed for record in the office of the Placer County Recorder on July 8, 1998, in Book U of Maps at Page 80, Official Records of said County.

Parcel 3 as shown on the Plat of Mourier 140, filed for record in the office of the Placer County Recorder on July 8, 1998, in Book U of Maps at Page 80, Official Records of said County.

Parcel 4 as shown on the Plat of Mourier 140, filed for record in the office of the Placer County Recorder on July 8, 1998, in Book U of Maps at Page 80, Official Records of said County.

Parcel 5 as shown on the Plat of Mourier 140, filed for record in the office of the Placer County Recorder on July 8, 1998, in Book U of Maps at Page 80, Official Records of said County.

Parcel 6 as shown on the Plat of Mourier 140, filed for record in the office of the Placer County Recorder on July 8, 1998, in Book U of Maps at Page 80, Official Records of said County.

Legal Description

Proposed M-30

All that real property situate in the City of Roseville, County of Placer, State of California being a portion of Section 20, Township 11 North, Range 6 East, Mount Diablo Meridian and a portion of Parcel 30 as shown on that Subdivision Map filed for record in the office of the Recorder of said County in Book 'U', Map number 80, described as follows:

Beginning at the Northwest corner of said Lot 30; thence from said Point of Beginning along the West line of said Lot, South $00^{\circ}40'17''$ East, 590.77 feet; thence along a line parallel to and distant 60 feet north of the South line of said Lot 30, North $89^{\circ}19'43''$ East, 667.47 feet to a point in the West Right-of-Way line of Woodcreek Oaks Boulevard; thence along said Right-of-Way line, North $00^{\circ}26'42''$ West, 591.85 feet to the Northwest corner of said Lot; thence along the North line of said Lot, South $89^{\circ}19'43''$ West, 669.80 feet to the Point of Beginning containing 9.068 acres more or less.

ORDINANCE NO. 3483

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT
REGARDING NORTH ROSEVILLE SPECIFIC PLAN
(PARCELS M-1, M-2, M-3, M-30 AND W-2)
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 Mourier Land Investment Corporation and 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 the 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;
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 Mourier Land Investment Corporation, 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 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.

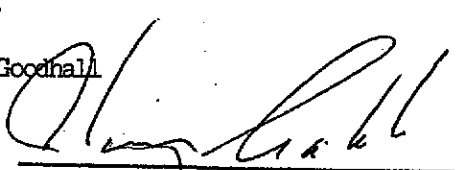
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 March, 2000, by the following vote on roll call:

AYES COUNCILMEMBERS: Earl Rush, Claudia Gamar, Randolph Graham, Harry Crabb

NOES COUNCILMEMBERS: None.

ABSENT COUNCILMEMBERS: Dan Goodhall


MAYOR

ATTEST:


City Clerk

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

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK