

Exempt from recording fees
pursuant to Govt. Code 27383
RECORDING REQUESTED BY:
SIERRA VALLEY TITLE CO.

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- 2001-0082050

Check Number 9292 st

Friday, AUG 10, 2001 11:28:12

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000492244

rec/R2/1-28

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

**FIRST AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE
AND MOURIER LAND INVESTMENT CORPORATION
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN
PHASE II**

THIS FIRST AMENDMENT is entered into this 25th day of July, 2001, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and MOURIER LAND INVESTMENT CORPORATION, a California corporation ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. On September 22, 1999, the City of Roseville and Landowner 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 II (hereinafter the "Development Agreement"). The Development Agreement was recorded in the Official Records of Placer County on October 13, 1999, as Document 1999-0089842. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

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. Concurrently with the approval of this Amendment, the City has approved certain entitlements for development of additional real property located immediately north of the Property, commonly referred to as Doctor's Ranch (hereinafter, the "Phase III Property"). Such entitlements, which include a separate development agreement with Landowner with respect thereto (the "Phase III Development Agreement"), are dependent upon the satisfaction of certain conditions subsequent, including annexation of the Phase III Property to the City.

FILED

SEP 11 2001

CITY OF ROSEVILLE

#3

CF: 0401-03-12

North Roseville Specific Plan

[E:\AGREE\DEV\NRSP\MOURIER PH 2 1AME.DOC: 09/06/2001]

D. The City Council has found and determined that this amendment for the Property (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 (Table of Land Uses). All references in the Agreement to **Exhibit "B"** shall refer to **Revised Exhibit "B"** 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:	452 Units on 106.4 acres
Park:	13.4 acres
Open Space:	35.6 acres
Other Public (ROW):	5.6 acres

b. Revised Section 2.6 (Affordable Housing). 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 34 units affordable for purchase to low-income households and 11 units affordable for purchase to middle-income households. Any adjustment based on actual development shall be subject to the approval of the Housing Director.

"Notwithstanding the foregoing affordable housing goals, City acknowledges that Landowner has agreed to provide additional affordable housing within its development of Parcel M-1 of Phase I of the Specific Plan, in excess of its original obligations therefor, pursuant to its Phase I Development Agreement with the City, as amended by that certain Second Amendment thereto dated April 17, 2000 and recorded May 2, 2000, Instrument No. DOC-2000-0029511 (collectively, the "Phase I Development Agreement"). City acknowledges and agrees that, in consideration of Landowner's affordable housing covenants under the Phase I Development Agreement, so long as Landowner is not in default of its obligations thereunder, Landowner shall be deemed to have satisfied thereby the above requirements for the Property to provide the 34 units affordable for purchase to low-income households. Accordingly, so long as Landowner is not in breach of its affordable housing obligations under the Phase I Development Agreement, the terms of Section 2.6.1 below shall be deemed to refer only to Landowner's remaining obligation to provide eleven (11) units as affordable to middle income households.

"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 34 units against its low-income affordable purchase obligation, the remaining 11 residential affordable units will be reserved within Parcel W-2 as detached and/or attached single-family residential units affordable to purchasers in middle-income households. Such units shall be distributed throughout such Parcel.

"2.6.1.1 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.

"2.6.1.2 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

0202 0000 0007 0002

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 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 Manager 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 Manager in writing of such sale and provide information verifying such qualification as middle-income.

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

"2.6.1.4 Transfer of Obligation. At the request of Landowner, the affordable purchase housing obligation (or any portion thereof) for Parcel W-2 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.

b. Revised Section 3.2.3 (Bike Trail Contribution). The first sentence of Section 3.2.3 is hereby revised to read as follows:

"Landowner shall fund, through payment of its neighborhood park fee described in Section 3.2.5 below, the sum of Twenty-two Thousand One Hundred Forty-eight Dollars (\$22,148.00) for its share of the cost for the City to design, secure necessary permits and construct the bike trail improvements through Pleasant Grove Creeks (Section HH, as shown on Exhibit "C" hereto)."

c. Revised Section 3.2.5 (Neighborhood Park Fee). Section 3.2.5 of the Development Agreement is hereby revised in its entirety to read as follows:

"3.2.5 Neighborhood Park Fee. In accordance with the park financing plan, the parties acknowledge and agree that (i) the neighborhood park fee required to finance the park improvements within and bike trail contributions for the Plan Area would be \$1,662 per single-family residential unit within the Property, (ii) Landowner's agreement to install the frontage improvements to the park sites described in Section 3.2.4 above and the park improvements for Veterans Park North described in Section 3.2.6 below generates a per-unit credit of \$167 for such frontage improvements and \$1,446 for such park improvements (for a total per-unit credit of \$1,613) per single-family residential unit within the Property, and (iii) therefore, the neighborhood park fee, net of credit, shall initially be \$49 per single-family residential unit within the Property, subject to annual adjustment based on any change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter, the "ENR Construction Cost Index")."

d. New Section 3.2.6 and Renumbered Section 3.2.7 (Park Construction and Entire Obligation). Former Section 3.2.6 (Entire Parkland Obligation) is hereby renumbered to be Section 3.2.7 and New Section 3.2.6 is hereby added immediately preceding such section to read as follows:

"3.2.6 Construction of Park Improvements for Veterans Park North. Landowner shall design and install a portion of the planned park improvements for the park site for Parcel W-50 (formerly referred to as Fiddymment Park and referred to herein as "Veterans Park North"), subject to and in accordance with the following provisions:

"3.2.6.A The park facilities for Veterans Park North shall be constructed and improved according to a Master Plan for the site to be prepared by Landowner and approved by the City. The Master Plan shall include the plan for full development of Veterans Park North. These park facilities shall be designed in accordance with the preliminary designs therefor described in the Specific Plan and the design standards for such facilities and improvements described in the City's Park Master Plan; provided, however, with respect to the Veterans Memorial that may be planned for the site, the Master Plan shall only

0202 0000 0007 0004

designate the area within which such memorial may be located and not any of the improvements required or contemplated therefor. The improvement plans for the improvements to be installed by Landowner for such park site (the "**Phase I Park Improvements**") shall include that portion of the site to be improved by Landowner and shall include detailed construction plans, specifications and drawings for such Phase I Park Improvements, all to be approved by the City in accordance with the terms of this Section. The Phase I Park Improvements shall consist of, but not be limited to, a parking lot, picnic and play area, bike trail and bridge crossing, open turf area, landscaping, irrigation (including recycled water well and booster pump) and security lights.

"3.2.6.B Prior to the issuance of the 225th building permit within the Property, Landowner shall (i) complete the environmental review, (ii) obtain City approval of the Master Plan for the entire park site and (iii) shall submit completed construction plans to the City for the Phase I Park Improvements for Veterans Park North to be improved by Landowner for review and approval by the City, consistent with the terms of this Agreement. Subject to approval of the Master Plan and the construction plans and drawings, as such plans may be further modified pursuant to Section 3.2.6.C below, Landowner shall commence construction of the approved Phase I Park Improvements upon the issuance of the 340th building permit within the Property and use its best efforts, subject to the provisions of Section 5.3 of the Agreement, to complete construction of the Phase I Park Improvements within one hundred fifty (150) days of such commencement.

"Notwithstanding anything to the contrary herein, the parties acknowledge that the Phase I Park Improvements may include the extension onto City-owned property of certain bike trail improvements, including a bridge, from Veterans Park North to connect to the existing Veterans Park located south of the Property. The construction of such improvements on the City's property, particularly the bridge, will require the approval of a 404 Permit from the Army Corps and may also require approval of a Streambed Alteration Agreement from the State Department of Fish and Game and other such regulatory agencies (collectively, the "**Off-site Bike Approvals**"). When conducting the environmental review for the park site Master Plan described above, Landowner shall process, and use good faith efforts to obtain, the Off-site Bike Approvals from the Army Corps and any other necessary agencies to allow construction of such bike trail improvements, including the bridge. Landowner shall keep the City reasonably informed regarding its progress with the processing and approval of the Off-site Bike Approvals from such agencies and shall copy City with any correspondence that Landowner may send to such agencies (and shall forward copies of any such correspondence that it may receive from such agencies) regarding such application. As the owner of the land affected by such improvements, including the bridge, City shall fully cooperate with Landowner with the application and processing of such Approvals, including signing any and all applications or requests that may be required to process such Approvals and making City staff available on a timely basis to meet with Landowner and/or with such regulatory agencies to review, discuss and promote such Approvals.

0202 0000 0007 0005

"The Off-site Bike Approvals, if obtained, shall be with conditions satisfactory to the City. Furthermore, if any significant modifications or additional requirements are imposed against Landowner's 404 Permit during the processing of, or as a result of, the Off-site Bike Approvals, which conflict, in any material manner, with the Entitlements for the Property (including without limitation, the imposition of new or additional mitigation or monitoring requirements to be performed or financed by Landowner), such modifications shall be subject to Landowner approval. If Landowner is unable, despite such good faith efforts, to obtain the Off-site Bike Approvals by the time that Landowner is obligated to commence construction of the balance of the park improvements hereunder, then Landowner's obligation to obtain such Approvals shall terminate and Landowner may proceed to install the balance of the Phase I Park Improvements for Veterans Park North. In such event, the City may require Landowner to revise the improvement plans for the Phase I Park Improvements to include additional improvements, consistent with the Master Plan, to account for the deletion of the expenses budgeted for such bike trail and bridge improvements.

"3.2.6.C Subject to the limitations herein, Landowner shall be responsible for all costs associated with (i) the approval of the Master Plan, including the costs of any environmental review associated with processing the Master Plan for City approval and the costs of preparing and processing the application(s) for the Off-site Bike Approvals, (ii) preparing the required construction plans and drawings for the Phase I Park Improvements and (iii) constructing such park improvements for Veterans Park North, including labor and materials and inspection fees equal to two and one-half percent (2.5%). Provided, however, Landowner's total obligation for such costs (excluding the costs of the park frontage improvements to be installed by Landowner pursuant to Section 3.2.4 above) shall not exceed **Six Hundred Fifty-three Thousand Five Hundred Ninety-two Dollars (\$653,592)**, as adjusted from the date of this Agreement to the date of commencement of construction of the park improvements based on any change in the ENR Construction Cost Index. Landowner's total obligation, as adjusted by said ENR Construction Cost Index, shall be referred to herein as the **"Adjusted Landowner Commitment."** City shall reimburse Landowner for the balance of the costs incurred by Landowner for the planning, designing, permitting and construction of such improvements in excess of the Adjusted Landowner Commitment, excluding frontage costs. Landowner and City acknowledge that the amount currently budgeted for the park improvements to be installed by Landowner includes additional amounts to be funded by the City beyond the Adjusted Landowner Commitment, as shown on the park budget summary attached hereto as **Exhibit "C-1."** Prior to the issuance of any building permit where Landowner's neighborhood park fees will be credited for its financing of these improvements, Landowner shall post an improvement bond in favor of the City for its share of the design and construction of such park improvements.

0202 0000 0007 0006

"Since the City will be responsible for all costs in excess of the Adjusted Landowner Commitment, the estimated costs for the design and construction of the park improvements desired by the City for Veterans Park North shall be approved by the City as part of the City's approval of the Master Plan. Such estimate for the costs of the park improvements may be revised by the parties when the improvement plans and construction drawings are completed by Landowner and approved by the City for such improvements. For purposes hereof, the estimate for the cost of the park improvements approved by the City, and as may subsequently be revised by the City, shall be referred to herein as the "Approved Cost Estimate."

"When Landowner bids the work for Veterans Park North, if the bid amount for the work, together with all approval, design and other park improvement costs then incurred by Landowner (excluding frontage costs), is less than or equal to the Approved Cost Estimate, then Landowner shall proceed with the construction of the improvements as designed. If the bid amount for the work, together with all such other park costs then incurred by Landowner (excluding frontage costs), exceeds the Approved Cost Estimate, then the City shall either (i) agree to defer the installation of certain improvements within the park site to reduce the cost of the work to be installed by Landowner to the Approved Cost Estimate or (ii) agree to increase the Approved Cost Estimate and the corresponding share of costs to be funded by the City for such construction. Until the City makes such election, Landowner's obligation to commence construction of the park improvements shall be deferred, but Landowner may continue with development of the Property. During construction, any and all change orders to the work shall be subject to the review and written approval by the City, including the amount of any increased costs to be paid by City due to such change.

"Upon completion of such park improvements by Landowner, City shall accept the dedication of the park site and assume the ownership and maintenance thereof. Within thirty (30) days after Landowner's substantial completion of such park improvements (as determined by the City Parks and Recreation Director), City shall reimburse Landowner the amount equal to Ninety Percent (90%) of the costs then incurred by Landowner for such improvements (excluding frontage costs) in excess of the Adjusted Landowner Commitment. Upon City acceptance of the completed park improvements, including Landowner's dedication of Park Parcel W-50, City shall reimburse Landowner the balance of the costs incurred by Landowner for the improvements in excess of the Adjusted Landowner Commitment and the prior reimbursement. Landowner shall provide City with a full accounting of the costs incurred by Landowner for the approval, design, construction and inspection of such park improvements, including copies of all invoices related thereto, in support of each payment by the City.@"

e. Revised Section 3.4 (Electric Utilities). In Section 3.4, all references to Exhibit "D" shall mean and refer to Revised Exhibit "D" attached hereto. Furthermore, the following sentence shall be added at the end of Section 3.4.3 (Streelights):

0202 0000 0007 0007

"Landowner agrees that the street lights within the Property shall be installed consistent with the City-approved acorn type decorative street lighting standards, as shown on **Exhibit "D-3"** attached hereto, or other decorative lighting as may be approved by the City Electric Department."

f. Revised Section 3.6 (Water Lines). In Sections 3.6, all references to **Exhibit "F"** shall mean and refer to **Revised Exhibit "F"** attached hereto. Furthermore, the description of the timing of construction of the water lines as part of the Northern Improvements in the third sentence of Section 3.6.4 is hereby revised to read as follows:

"... and the 12" water lines shown on **Revised Exhibit "F"** as part of the Northern Improvements will be installed within the balance of Collector N and Collector P in order to complete a looped system to Neighborhood A, the portion of which within the Property to be constructed with the installation of such portion of Collector N and the balance of which to be constructed within the Phase III Property, whether or not Landowner is then constructing such Collectors within the Phase III Property."

g. Revised Section 3.7 (Recycled Water). In Sections 3.7, all references to **Exhibit "G"** shall mean and refer to **Revised Exhibit "G"** attached hereto. Landowner acknowledges that the City intends to serve both the park sites in the Property and in the Phase III Property with the recycled water lines described in this Section. Accordingly, the third sentence of Section 3.7.1 shall be revised to read as follows:

"Such line shall be sized to serve the park site within the Property (W-50 and W-51), with a stub to such parcels, and to serve the park site within the Phase III Property (DR-50), all as determined by Environmental Utilities."

Also, the references to the Arecycled water line@ in the balance of Section 3.7.1 (regarding its design and use as a temporary wastewater force main) shall mean and refer to the portion of the recycled water line located south of Pleasant Grove Creek.

h. Revised Section 3.9.1 (Frontage Improvements). Landowner acknowledges that, as part of the frontage improvements described in Section 3.9.1 of the Development Agreement, the reference to additional pavement widening at intersections for bus turnouts may include, but not be limited to, a bus turnout adjacent to Parcel W-2 along Collector O at its intersection with Fiddymment Road, as may be required by the City.

i. Revised Section 3.9.3 (Fiddymment Road). Section 3.9.3 of the Development Agreement is hereby revised to add the following additional paragraphs, at the end of said Section:

"As part of the Northern Improvements to be installed prior to the issuance of the first building permit (excluding permits for model homes) within Parcel W-1, W-2 or W-3, Landowner shall construct the full intersection improvements at the intersection of Fiddymment Road and Collector O, whether or not

0202 0000 0007 0008

the right-of-way remains in the County or is annexed to the City, as generally shown on Exhibit "I." Such improvements will be adjacent to the Phase III Property."

j. Revised Section 3.9.4 (Collector Streets). In Section 3.9.4, the reference therein to **Exhibit "I"** shall mean and refer to **Revised Exhibit "I"** attached hereto. The last two sentences regarding Landowner's election to construct the street along the northern boundary of the Property as a Collector are hereby deleted and shall be replaced with the following:

"Landowner shall complete construction of the balance of Collector N within the Property to its intersection with Collector O (including the crossing of Pleasant Grove Creek and any partial extension of Collector N into the Phase III Property) and Collector O (including all underground utilities to be located therein) as part of the Northern Improvements, prior to the issuance of the first building permit, excluding permits for model homes, within Parcel W-1, W-2 or W-3. The bridge over Pleasant Grove Creek shall include design enhancements, consisting of the City-approved acorn type decorative street lighting and masonry treatments, as generally shown on **Exhibit "I-2"** attached hereto."

k. Revised Section 3.14 (CFD Facilities). In Section 3.14, the reference to **Exhibit "J"** shall mean and refer to **Revised Exhibit "J"** attached hereto.

l. Revised Section 3.15 (Coordination with Phase III). Section 3.15 of the Development Agreement is hereby revised by adding the following paragraphs at the end of said Section:

"Landowner acknowledges that the plan for the improvements required to serve development of the Phase III Property are dependent, in part, on the construction of Collector N, and related utilities, through the Property from Blue Oaks Boulevard to the northern boundary of the Property and will also be dependent, in part, on the construction of Collector O, and related utilities, if and to the extent Collector O is located within the Property. Accordingly, upon request of the City, if development of the Phase III Property occurs prior to the construction of Collectors N and O within the Property, Landowner shall provide to the City a temporary construction easement and right-of-way for Collectors N and O as needed for such construction of the improvements for Collectors N and O. Landowner also agrees to reimburse the developer of the Phase III Property for the actual costs of construction of such improvements within the Property in the same manner as such reimbursements would be paid to Landowner under Section 4.2.3 below.

"If Landowner installs the Northern Improvements in accordance with the Revised Exhibits, then Landowner may be constructing a portion of Collector N and Collector O, including related utilities, within the Phase III Property, dependent on the final improvement plans to be approved by the City for the location of such improvements. In such event, City shall use its good faith efforts to require the owner of the Phase III Property to provide any rights-of-way that may be necessary for such improvements and shall require such owner to reimburse Landowner for the

0202 0000 0007 0005

costs of such improvements installed within the Phase III Property in accordance with the provisions of Section 4.2.3 below. Nothing in this section shall preclude Landowner from also separately agreeing with the owner of the Phase III Property to provide the necessary rights of way and/or to share in the costs of any such improvements that may be constructed by Landowner within the Phase III Property or by such other landowner within the Property."

m. Revised Section 3.16.2.1 (Alternative Use of Funds Upon Realignment of Fiddymment Road). Section 3.16.2.1 of the Development Agreement is hereby revised by adding the following sentence at the end of said Section:

"Provided, however, if and when Fiddymment Road is realigned to eliminate all or any portion of the scenic corridor for maintenance by the Services District, then, to the extent legally permitted, the amount of the annual tax levy budgeted for such maintenance (initially equal to approximately \$9,000 per year, as adjusted annually thereafter), shall be authorized to be used on a pay-as-you-go basis to acquire and/or reimburse Landowner for any and all outstanding costs of the CFD Improvements described in Revised Exhibit "J" of this Agreement and the CFD improvements described in Exhibit "J" of the Phase III Development Agreement not otherwise funded by said CFDs or by any bonds issued thereby.@

n. New and Revised Exhibits. New Exhibits "C-1," "D-3" and "I-2" and Revised Exhibits "B," "D," "F," "G," "I" and "J" are attached hereto and hereby incorporated into and made a part of the Development Agreement.

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. Effective Date/Dependency Upon Phase III Development Agreement. This Amendment shall become effective upon the effective date of the adopting ordinance approving this Amendment and the full execution of this Amendment by Landowner and the City. Provided, however, the terms and conditions of this Amendment shall not be binding upon the Property and this Amendment shall not be recorded against the Property, nor shall Landowner's development rights or improvement obligations with respect to the Property be affected or modified by this Amendment, until the later of (i) the annexation of the Phase III Property to the City and (ii) the recordation of the Phase III Development Agreement against the Phase III Property, in accordance with the terms of such agreement. If and when said conditions are satisfied, this Amendment shall be recorded concurrently with the recordation of the Phase III Development Agreement.

Until this Amendment is recorded, none of the provisions of Section 1 of this Amendment shall apply to Landowner's development of the Property and, in particular, Landowner shall pay the neighborhood park fee as required by the current provisions of Section 3.2.5 unless and until this

0202 0000 0007 0010

Amendment is recorded. Prior to recordation or termination of this Amendment, City shall deposit and maintain any and all such neighborhood park fees in a segregated, interest-bearing account. Upon any recordation of this Amendment, the funds in such account, together with all interest accrued thereon, shall be released back to Landowner upon Landowner posting with the City the improvement bond for its share of the Veterans Park North improvements pursuant to Section 3.2.6.C above. Upon any termination of this Amendment as provided below, then the segregated account shall be terminated and the City may withdraw the funds therefrom for any neighborhood park and/or bike trail improvements.

Furthermore, until this Amendment is either recorded or terminated, Landowner shall defer construction of any portion of the Property north of Pleasant Grove Creek. During such deferral, Landowner may process, at its own risk and cost, tentative subdivision maps for any portion of the Property located north of Pleasant Grove Creek and/or improvement plans for the Northern Improvements consistent with the Revised Exhibits attached hereto. City may conditionally approve such tentative maps and/or improvement plans in accordance with the Entitlements, provided, during such deferral, City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property north of Pleasant Grove Creek or building permit for any structure within the Property north of Pleasant Grove Creek prior to the recordation of this Amendment. Upon recordation of this Amendment, Landowner may proceed with development of the Property in accordance with the terms of the Development Agreement, as amended hereby.

If this Amendment is not recorded by December 31, 2002, then either party may, at any time (until the conditions for recordation are satisfied and this Amendment is recorded), elect to terminate this Amendment by giving written notice of such termination to the other party, in which case the rights and obligations of the parties under this Amendment shall terminate and be of no further force or effect. Provided, however, for such termination to be effective, the terminating party must also give written notice to the other party to terminate the Phase III Development Agreement, in accordance with the terms for terminating such agreement. Upon such termination, this Amendment shall be deemed null and void and the Entitlements for development of the Property shall be deemed to be those vested by the existing Development Agreement. Upon such termination, Landowner shall promptly initiate and the City shall diligently process the appropriate amendments to the General Plan and Specific Plan to re-conform the land uses and circulation plan for the Property consistent with said vested Entitlements. Subject to compliance with any applicable CEQA requirements (recognizing that the impacts associated with development of the Property consistent with the vested Entitlements were previously analyzed by City in the Plan EIR and Subsequent EIR), the City shall, to the extent permitted by law, approve such conforming amendments consistent with the existing Development Agreement and the Entitlements vested thereby.

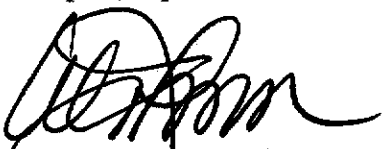
5. Assignment. Upon recordation of this Amendment, the Assignment provisions of Article 2 of the Development Agreement shall apply to any subsequent assignment of the rights under this Amendment. Prior to such recordation, any proposed assignment by Landowner of this Amendment, or of the Development Agreement for any portion of the Property located north of Pleasant Grove Creek, shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

0202 0000 0007 0011

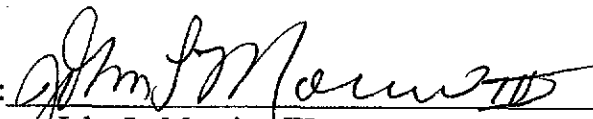
6. Form of Amendment. This Amendment is executed in two duplicated originals, each of which is deemed to be an original.

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. 3579, adopted by the Council of the City of Roseville on the 11th day of October, 2000, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE,
a municipal corporation

By: 
Allen E. Johnson
City Manager

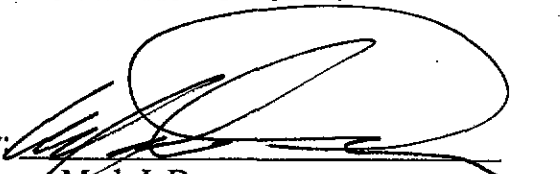
MOURIER LAND INVESTMENT
CORPORATION, a California corporation

By: 
John L. Mourier, III
President

ATTEST:

By: 
Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:

By: 
Mark J. Doane
City Attorney



[ALL SIGNATURES MUST BE NOTARIZED]

0202 0000 0007 0012

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 24th day of July in the year of 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson 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



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

Title or Type of Document First Amendment of Development Agreement

Date of Document July 25, 2001

Acknowledgment – All Purpose

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF

California

COUNTY OF

Placer

On

July 13, 2001

before me,

Karen Headley

personally appeared

John L. Moulner 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.

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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.

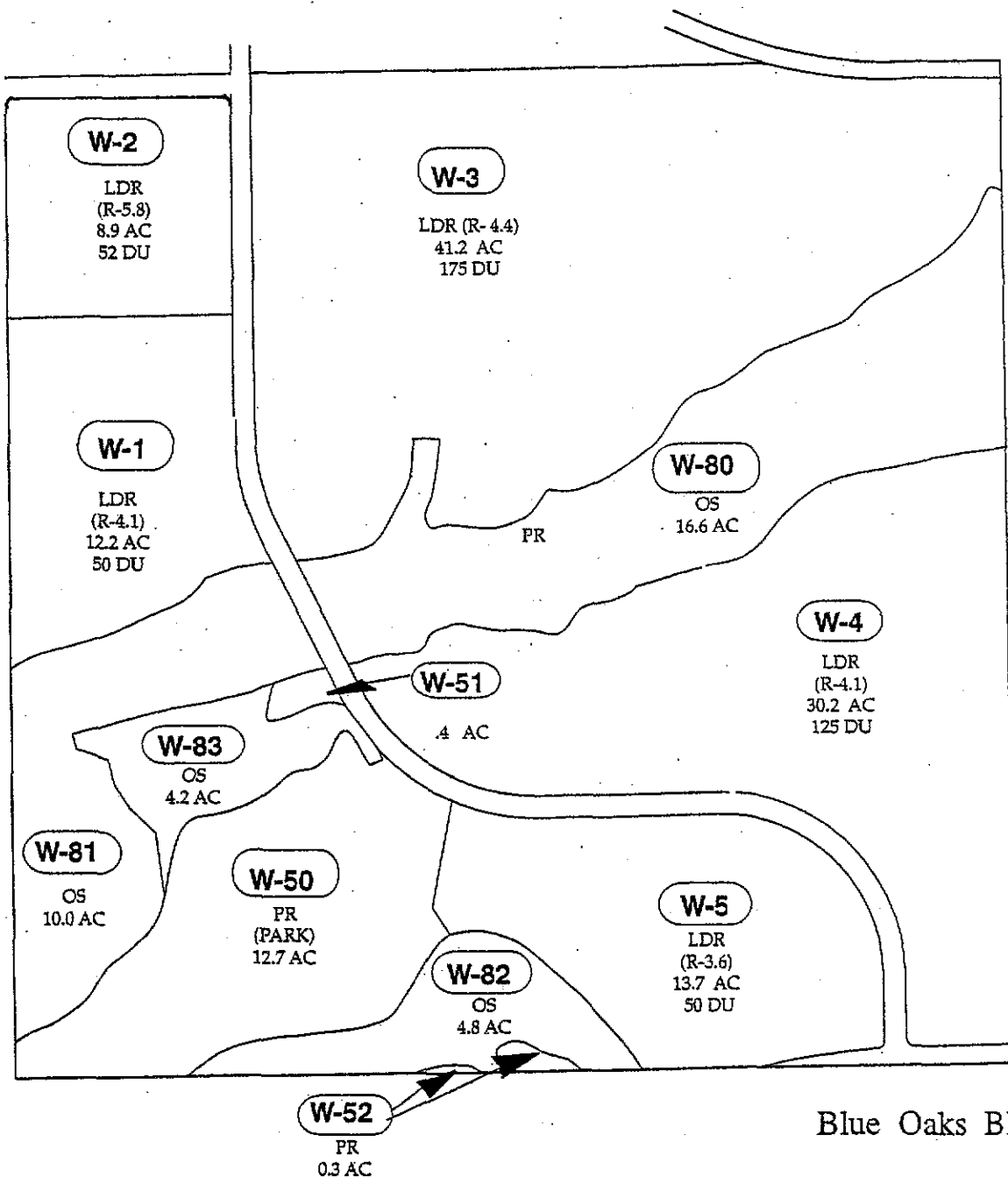


REVISED EXHIBIT "B"

Mourier 160

Land Uses for the Property

Mourier 160 Land Use



0202 0000 0007 0015

REVISED EXHIBIT "B"

Mourier 160

Land Uses for the Property

Mourier 160					
Land Use by Parcel Table					
Parcel	Zoning	Land Use	Density	Net Acreage	Units
W-1	R1/DS	LDR	4.1	12.2	50
W-2	RS/DS	LDR	5.8	8.9	52
W-3	R1/DS	LDR	4.2	41.4	175
W-4	R1/DS	LDR	4.1	30.2	125
W-5	R1/DS	LDR	3.6	13.7	50
W-50	PR	Park		12.7	
W-51	PR	Park		0.4	
W-52	PR	Park		0.3	
W-80	OS	Open Space		16.6	
W-81	OS	Open Space		10.0	
W-82	OS	Open Space		4.8	
W-83	OS	Open Space		4.2	
		ROW - Mourier 160		5.6	
				161.0	452

EXHIBIT "C-1"

Veteran's Park North - Phase I Park Improvements Budget

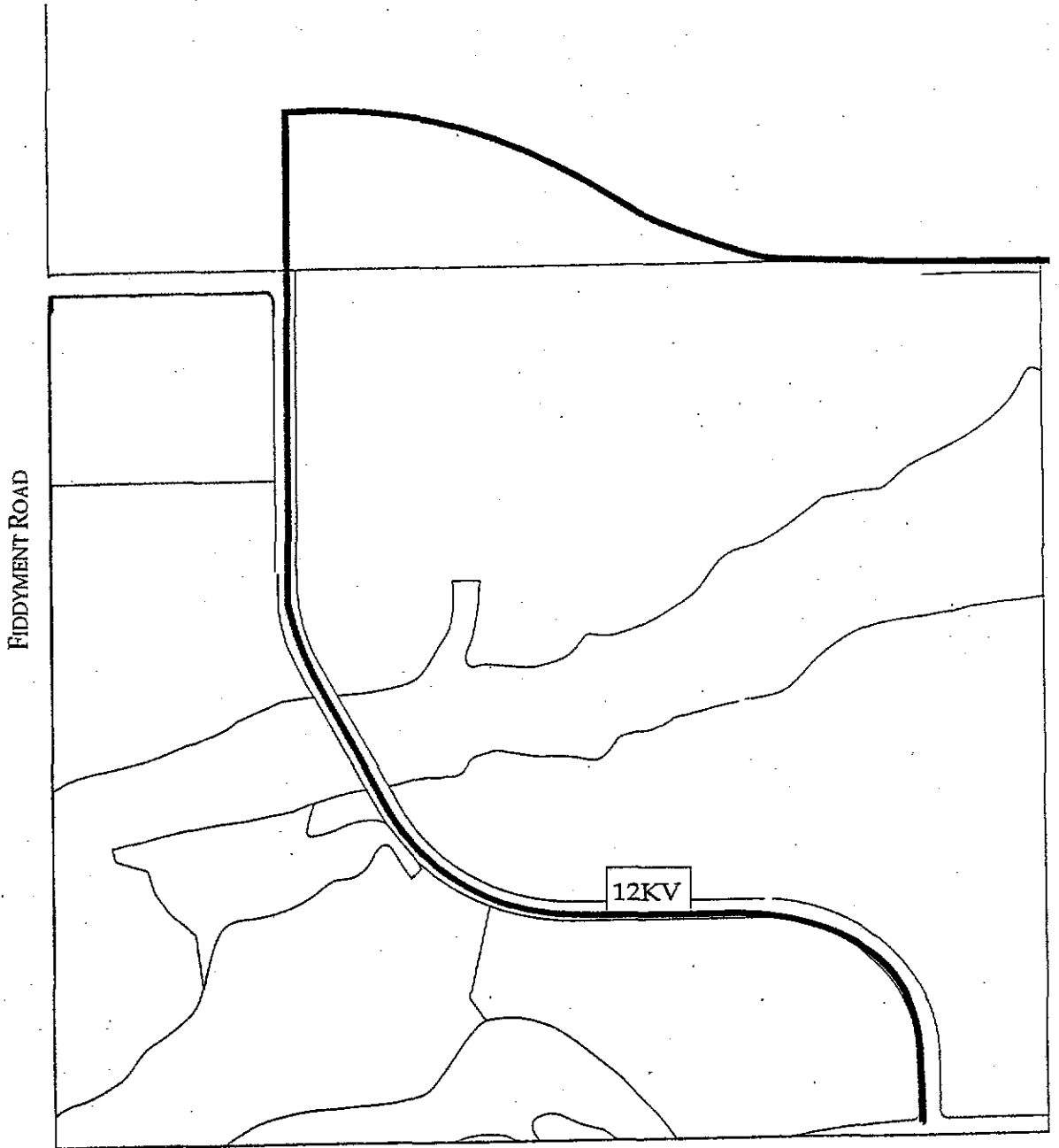
Approximately 5.7 acres developed.

<u>Phase I Improvement Items</u>	<u>Budgeted Costs</u>
Layout of Site	\$ 5,350.00
Partial Grading	\$ 25,400.00
Partial Drainage	\$ 25,000.00
Parking Lot (35 spaces)	\$ 49,200.00
Play Area	\$ 53,500.00
Picnic Area	\$ 53,500.00
Partial Electric and Connect Fee	\$ 35,000.00
Backflow (2" Domestic)	\$ 6,420.00
Sewer Connection	\$ 5,350.00
One Drinking Fountain	\$ 3,210.00
Bike Trail Bridge Partial Cost	\$ 40,000.00
2617 +/- LF of Bike Trail	\$ 70,000.00
2" Water Meter	\$ 2,000.00
Reclaimed Booster Pump	\$ 15,000.00
Reclaimed Well	\$ 5,000.00
Irrigation (3 acres total)	\$ 107,000.00
Turf - Hydroseed (1 1/2 acres)	\$ 5,544.00
Trees (100)	\$ 10,700.00
Shrubs (8000 sq)	\$ 12,840.00
Temporary Tree Fencing	\$ 4,280.00
Oak Tree Pruning	\$ 10,700.00
90 day Maintenance	\$ 2,500.00
Subtotal	\$ 547,494.00
5% Mobilization	\$ 27,374.70
5% Contingency	\$ 27,374.70
Sub Total	\$ 602,243.40
7.5% Design Total Site (\$1,375,176x7.5%)	\$ 103,138.20
Road Frontage	\$ 75,683.00
Total of Phase I Park Improvement Budget	\$ 781,064.60
Neighborhood Park Fee (NPF) for Mourier 160	\$ 653,598.00
Road Frontage	\$ 75,683.00
Total of NPF (with Frontage)	\$ 729,281.00
Difference Between Phase I Budget and NPF	\$ (51,783.60)

REVISED EXHIBIT "D"

Mourier 160

Revised Electric Service



BLUE OAKS BOULEVARD

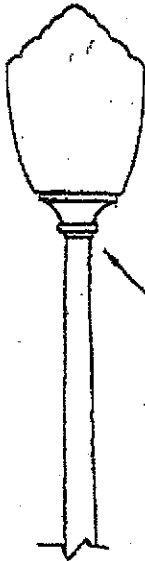
0202 0000 0007 0018



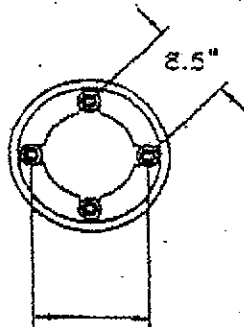
EXHIBIT "D-3"

250W (ACORN TYPE) DECORATIVE STREET LIGHT LUMINAIRE:

1. Fixture shall be one of the following Hadco models:
R338BNN1AGBG250SG (240 Volts w/ Photo Eye)
R338BNN1AGNG250SG (240 Volts w/o Photo Eye)
R338BNN1AGBG250SF (208 Volts w/ Photo Eye)
R338BNN1AGNG250SF (208 Volts w/o Photo Eye)
2. To be supplied with a regulating ballast with a minimum power factor of 90%.
3. Fixture shall include full top reflector with house side shield.
4. Poly-Acrylic wide globe with type III lighting distribution.
5. Button type photo eye receptacle mounted inside pod.
6. Mogul type lamp socket.
7. All hardware to be black in color.
8. Voltage to be specified on the Electric Department job print.



Install 12-2 w/Ground UF cable from base of pole to Luminaire. For controller type circuit add an additional 12-3 w/Ground UF cable at Photo-Eye pole location only.



12" Dia. Bolt Circle



Handhole w/removable cover. Pl. 1-30A 600V fuse holder w/20 Amp fuse. Use 1 fuse per hot leg.

1/2"x 6" Cu. Ground Rod. Bond to pole w/#8 Solid Bare Copper.

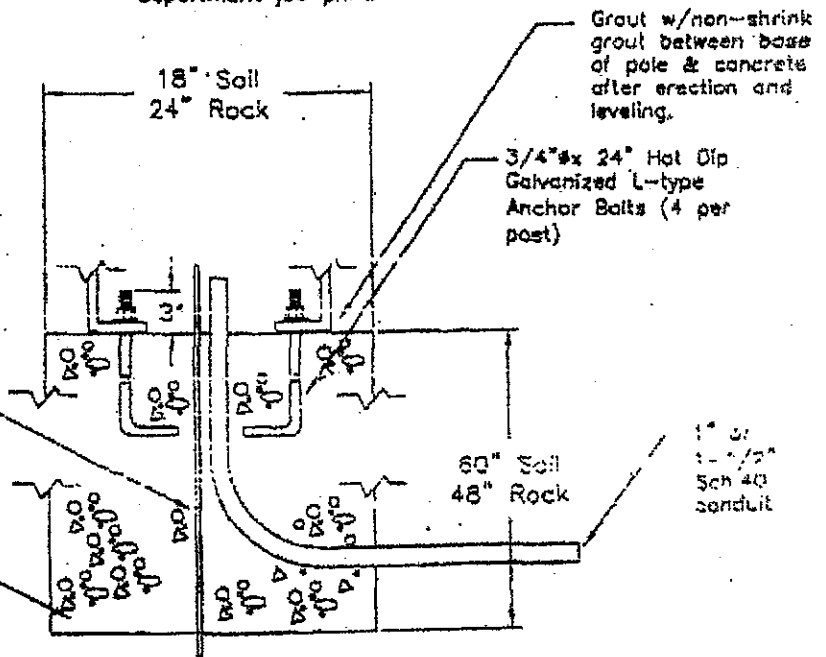
Concrete shall obtain 5000 P.S.I. in 28 days.

250W DECORATIVE STREET LIGHT STANDARD:

1. Pole shall be Antique Street Lamp, Inc. model: NY18/17-CI/BK
2. New York Series.
3. 17'6" standard height with a 17" diameter base.
4. Cast iron steel.
5. Black in color.

DEVELOPER RESPONSIBILITY:

1. Developer to provide the Hadco 250W HPS fixture.
2. Developer to provide the Antique Street Lamp steel pole.
3. Lighting system shall be completely functional and tested by the Electric Department.
4. Developer to provide 2 sets of submittals showing type of luminaire and pole to be used for approval by the City of Roseville Electric Department. Any developer or contractor installing non-approved fixtures or poles does so at his own risk and may face future expenses in correcting any non-approved materials to meet City standards.
5. Developer shall install lighting system per the Electric Department job print.



R **Roseville Electric**

Reliable Energy - Dependable Service

(916) 774-5601

ELECTRIC SUPERINTENDENT

POWER ENG. MANAGER

ELECTRONIC SUPERINTENDENT

REVIEW COMMITTEE

DR. BONOMI

NEW SERVICES MANAGER

DATE 12/20/98

DR. NO.

CONSTRUCTION STANDARD

250W HPS

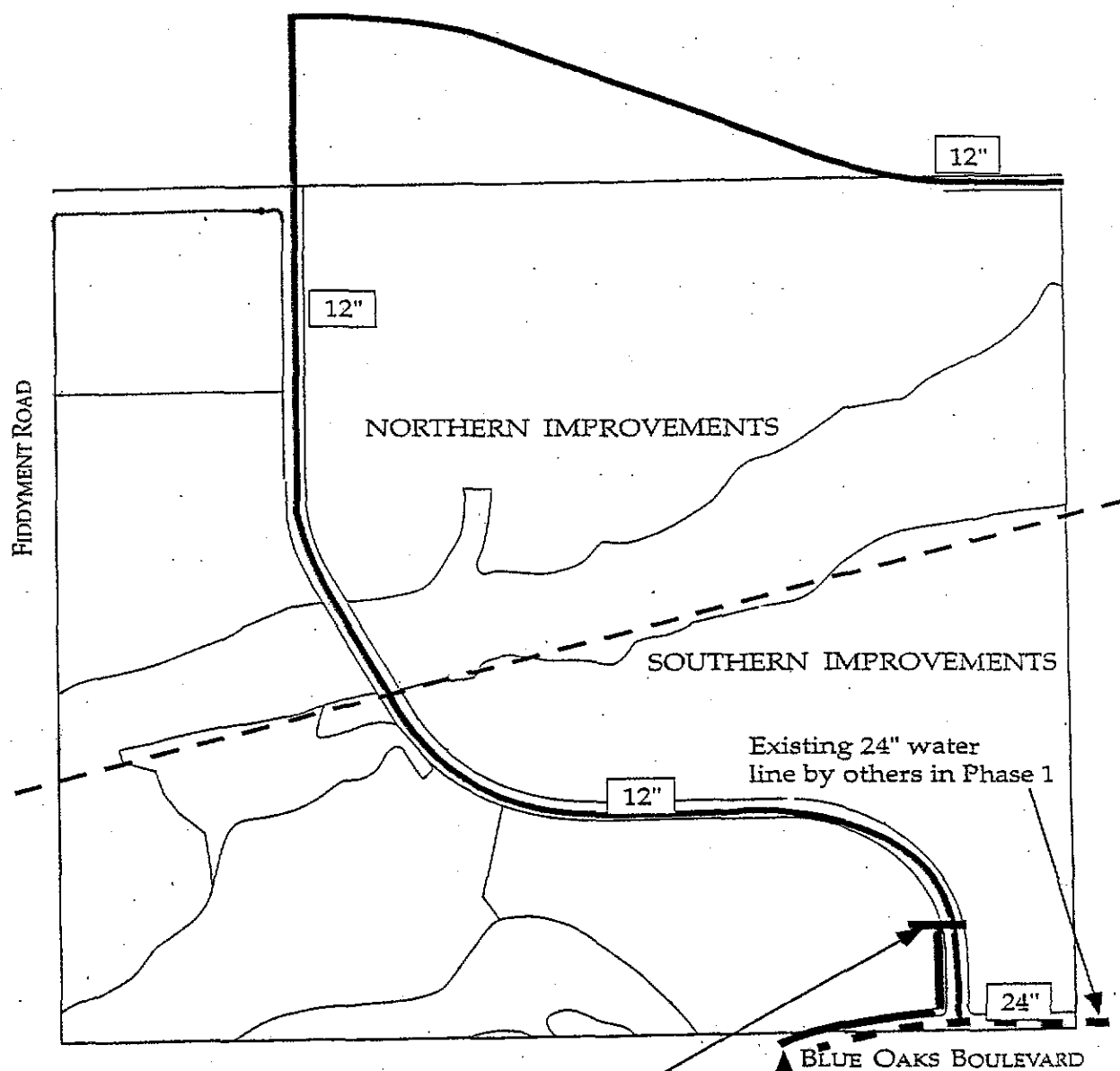
RE-STATE STREET 1 UNIT

Page 93.1

TOTAL P. 02

REVISED EXHIBIT "F"

Mourier 160
Revised Water Lines



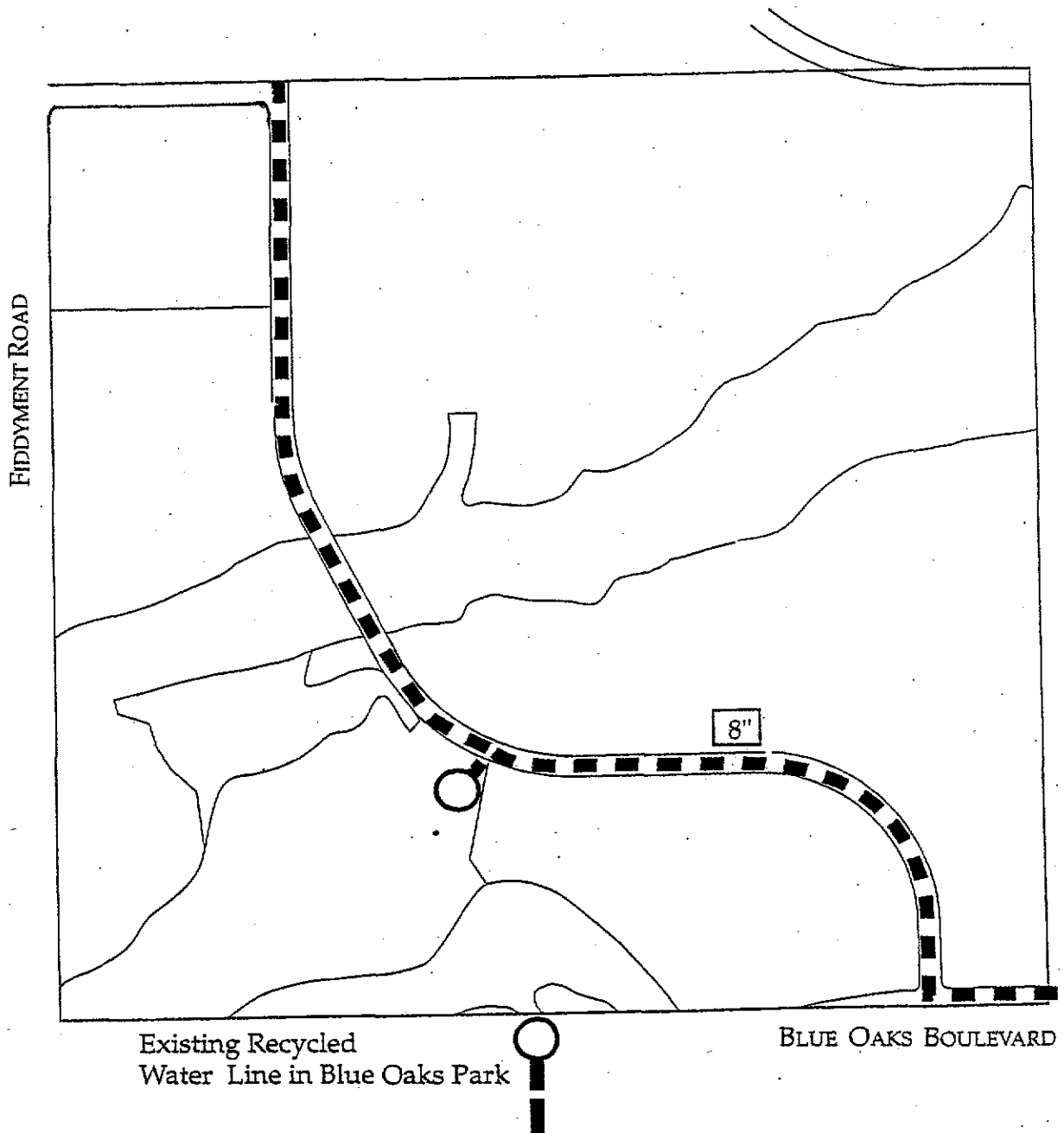
Alternate water system loop with 12" parallel water extending from existing 16" in Blue Oaks Blvd. to first cross street on Collector N north of Blue Oaks Blvd.

Existing 16" stub.

0202 0000 0007 0020



REVISED EXHIBIT "G"
Mourier 160
Revised Recycled Water Lines



0202 0000 0007 0021



REVISED EXHIBIT "I"

Mourier 160
Revised Streets

Existing Roads 

Future Roads 

Fiddymment Road
Frontage
Improvements

FIDDYMENT ROAD

NORTHERN IMPROVEMENTS

SOUTHERN IMPROVEMENTS

North Side
South Side



2 Lane Collector Street

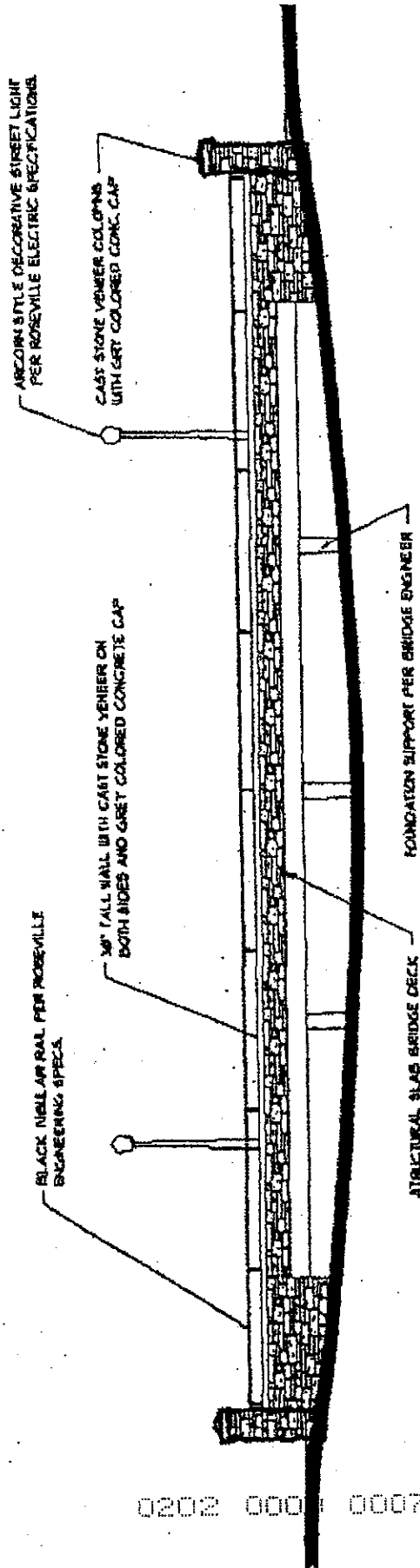
BLUE OAKS BOULEVARD
Frontage Improvements

0202 0000 0007 0022



BRIDGE CONCEPT

CHOCOMA RANCH



BRIDGE SIDE VIEW

0202 000 0007 0023

EXHIBIT "I-2"

REVISED EXHIBIT "J"

CFD IMPROVEMENTS

CFD FACILITIES

◆ ROADS

- ▶ Blue Oaks Boulevard
 - Frontage improvements on the north side of Blue Oaks Boulevard, consisting of curb, gutter, 18 feet of pavement, streetlights, utilities and ancillary improvements, plus median landscaping. Road improvements will extend along boundary of Property adjacent to Blue Oaks Boulevard, with appropriate transitions at each end.
- ▶ Fiddymment Road
 - \$304,403, representing the agreed-upon Landowner cost for improvements along the portion of the current alignment for Fiddymment Road adjacent to the Plan Area north of Blue Oaks Boulevard, plus the cost of demolition of the existing improvements for such portion of Fiddymment Road. Funds will be used to construct Fiddymment Road improvements in either its current alignment or pending realignment.
- ▶ Collector Streets
 - Curb, gutter, pavement, streetlights, utilities, bridge (for Collector N, including enhanced design) and ancillary improvements for the portions of Collectors N and O located within the Property.
 - Sidewalk to be located back-of-curb for the portion of Collector N adjacent to open space, as required by City.
- ▶ Intersections
 - Intersection improvements (excluding signals, but including conduit and sleeves therefor) as required by the City for the intersections of Blue Oaks Boulevard and Collector N, and Fiddymment Road and Collector O.
- ▶ Additional Improvements
 - In addition to the required sidewalk along non-park, open space described above, at Landowner's option, the CFD may include financing for additional sidewalk for some or all of the above roads.
 - At Landowner's option, the CFD may include financing for fencing (some of which may consist of soundwall fencing) and landscaping along some or all of the above roads.

◆ DRAINAGE

- ▶ Master Drainage Plan.

0202 0000 0007 0024

- ▶ Storm drain mains required by the Master Drainage Plan and laterals located within the above-described road improvements.
- ◆ WATER
 - ▶ Water Study.
 - ▶ All on-site and off-site improvements to the water system required by the Water Study, as generally shown on Revised Exhibit "F" of this Agreement.
- ◆ RECYCLED WATER
 - ▶ Recycled water line extension from the City's backbone system in Blue Oaks Boulevard to the northern boundary of the Plan Area, as generally shown on Revised Exhibit "G" of this Agreement.
- ◆ SEWER
 - ▶ Master Wastewater Plan.
 - ▶ All on-site improvements to the sewer system required by the Master Wastewater Plan, as generally shown on Exhibit "H" to this Agreement, except for the 72" Trunk Sewer to be located within the Plan Area, which shall be the City's responsibility.
- ◆ ELECTRIC FACILITIES
 - ▶ All on-site electric distribution facilities identified in Revised Exhibit "D" of this Agreement, including decorative streetlights along the Collectors within the Property..
- ◆ MITIGATION COSTS
 - ▶ Wetland or other environmental mitigation costs related to any public improvement to be installed within the Plan Area, including without limitation, preserve fencing.
- ◆ CIRBY RIVERSIDE
 - ▶ \$55,111 at bond issuance to be used by City for improvements to the Cirby and Riverside intersection, to be credited against the City Traffic Mitigation Fee.
- ◆ PARK
 - ▶ \$99,527 for Little League improvements to be installed by City within Mahany Park.
 - ▶ At Landowners' option, up to \$298,581 for City construction of Citywide Park Facilities, to be credited against the City's Citywide Park Fee.
 - ▶ At Landowners' option, an amount equal to the Adjusted Landowner Commitment for the design of Veterans Park North and construction of the Phase I Improvements therefor described in Section 3.2.6 of the Agreement.

ORDINANCE NO. 3579

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
NORTH ROSEVILLE SPECIFIC PLAN PHASE II (MOURIER LAND INVESTMENT),
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 Development Agreement with Mourier Land Investment.

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

SECTION 3. The First Amendment to Development Agreement by and between Mourier Land Investment 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 the First 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 11th day of October, 2000, 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



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