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

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

**SECOND AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC OF SACRAMENTO
INC.
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This Second Amendment of Development Agreement is entered into this ____ day of _____, 2022, by and between the CITY OF ROSEVILLE, a municipal corporation (“City”), and KV SIERRA VISTA, LLC., a California limited liability company (“KV Sierra Vista”) pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Baseline P&R, LLC, a California limited liability company (“Baseline P&R”) and City entered into a Development Agreement (the “Development Agreement”) which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045892-00.

B. Baseline P&R and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area, as such is more precisely defined in Exhibits “A” and “B” of the Development Agreement (the “Property”). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

C. Baseline P&R assigned its interest in the Development Agreement to KV Sierra Vista, pursuant to that certain Assignment and Assumption Agreement Relative to the Development Agreement dated as of June 24, 2015, and recorded June 24, 2015, as Document No. 2015-0053571-00, in the Official Records of Placer County, California.

D. Sierra Vista Communities, LLC, a California limited liability company and City entered into a First Amendment to the Development Agreement (the “First Amendment”) which affects certain portions of the Property (the “First Amendment Property”), as described in Exhibit “A” and Exhibit “B” attached thereto. The First Amendment was approved by the City Council of City on March 16, 2022 and has not been recorded as of the date of this amendment.

E. This Second Amendment to the Development Agreement (the “Second Amendment”) affects certain portions of the Property (the “Second Amendment Property”), as described in Exhibit “A” attached to this Second Amendment and shall run with the land described in Exhibit “A” hereto. KV Sierra Vista and City intend for this Second Amendment to document certain unit transfers within the Plan Area, resolve allocation of fees, and to modify obligations under section 3.17.1.2(i) of the Development Agreement.

F. This Second Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT.

- a. The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 24.42 acres as described in Exhibit B (hereinafter the “Property”), attached thereto, which constitutes a portion of the larger area comprising 1,626 +/- commonly referred to the Sierra Vista Specific Plan area (“Specific Plan”, “SVSP” or “Plan Area”, or the “Project”).
- b. The land use designations, approximate acreages, and unit counts in Section 2.2 of the Development Agreement for the Second Amendment Property are hereby revised as follows:

Low Density Residential	620 units on 120.5 Net Acres;
Medium Density Residential	536 units on 59.7 Net Acres;
High Density Residential	150 units on 7.5 Net Acres;
Community Commercial	64.0 acres;
Community Commercial/Commercial	
Mixed Use	209 units on 24.42 Net Acres;
Community Commercial/Business	
Professional	12.2 Net acres;
Park	11.8 Net Acres;
Open Space (paseo)	22.2 Net Acres;

Schools	12.0 Net Acres;
Right of Way	47.2 Net Acres.

- c. Section 3.17.1.2(i) of the Development Agreement for the Second Amendment Property is hereby amended and revised in its entirety to read as follows:

“(i) For the Second Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement.”

- d. Section 4.8.2.1 is added to the Development Agreement for the Second Amendment Property to read as follows:

“4.8.2.1 Infrastructure Fee Allocation. The Second Amendment Property was previously subject to two separate development agreements and assessed two separate fees under the Sierra Vista Specific Plan Fee Program. In the interests of proportionally allocating the fee called for under the Sierra Vista Fee Program, the infrastructure fee shall be allocated as follows:

4.8.2.1.1 Commercial Development. The fee allocated to the commercial development of KT 40B and KT 40C shall be based upon the proportional share of remaining infrastructure obligation determined by acreage and allocated per the following table:

Parcel	Acreage	Percent Allocation
KT 40B	2.77/6.17	45%
KT 40C	3.40/6.17	55%

The remaining infrastructure obligations called for under the Development Agreement multiplied by the above infrastructure fee percentage allocation table equals the parcel infrastructure fee obligation (“Parcel Infrastructure Fee Obligation”).

The above fee allocation will be collected at building permit issuance as follows:

1. If the building permit is for total acreage of either KT-40B or KT-40C, City will verify that there is no reduction in density, or calculate shortfall payment amount, as applicable.
2. If the building permit is for a portion of acreage of either parcel KT-40B or KT-40C, City will determine percent of land area applicable to application and apply percentage to Parcel Infrastructure Fee Obligation.

If one or more structures on a single parcel have more than one building permit, the City may request Parcel Infrastructure Fee Obligation for the entire parcel with the first building permit within such parcel. At the City's discretion, the Parcel Infrastructure Fee Obligation could be allocated proportionally to all planned buildings on a parcel pro rata by building square footage to each building as compared to the building square footage from all buildings on a parcel.

Landowner may transfer fee credits, as available and as directed by the Constructing Owner (as defined by Exhibit JJ hereto), to reduce the amount of fees payable.

4.8.2.1.1 Residential Development. The total fee allocated to the residential development on KT-40A, KT-40B, and KT-40C shall be paid proportionally across the first 163 building permits issued.

2. **CONSISTENCY WITH GENERAL PLAN.** The City Council has found and determined that this Second Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. **AMENDMENT LIMITED TO SECOND AMENDMENT PROPERTY.** This Second Amendment is limited to and applies only to development of the Second Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including without limitation, any other portion of the Property.

4. **AMENDMENT.** This Second Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the Second Amendment Property, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Second 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 Second Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2022.

CITY OF ROSEVILLE,
a municipal corporation

KV SIERRA VISTA, LLC, a California
limited liability company

By: _____
Dominick Casey
City Manager

By: _____
Don Kuemeler
Manager

ATTEST:

By: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM;

By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Mike Isom
Development Services Director

EXHIBIT "A"

Legal Description for Sierra Vista Development Agreement Baseline P&R, LLC

All that real property situated within a portion of Section 34 and 35, Township 11 North, Range 5 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and further described as follows:

APN 499-010-014 and 499-010-058

Being a portion of the Lands of Baseline P & R, LLC as described in the Grant Deed recorded as Document #2001-0117909 and a portion of the Lands of Baseline 80 Investors, LLC as described in the Grant Deed recorded as Document #2013-0047229, of Official Records, Placer County Records, and located in the City of Roseville, County of Placer, State of California, more particularly described as follows:

BEGINNING at a point which is the southwest corner of said Lands of Baseline P & R, LLC, said southwest corner being the southeast corner of said Lands of Baseline 80 Investors, LLC, said corner also being a point on the northerly line as described in the Deed recorded in Book 55, at Page 641, said County Records; thence leaving said POINT OF BEGINNING, along the south line of said Lands of Baseline 80 Investors, LLC, said south line also being said northerly line of last said Deed, said south line also being 30.00 feet northerly of and parallel with the south line of Section 34, Township 11 North, Range 5 East, M.D.B. & M., South 89° 30' 37" West, a distance of 206.88 feet; thence leaving said south line, entering into and crossing last said Lands, the following six (6) courses and distances:

1. North 00° 38' 36" West a distance of 1190.34 feet;
2. South 72° 13' 16" East, a distance of 60.42 feet;
3. South 84° 17' 15" East, a distance of 32.90 feet;
4. South 26° 11' 00" East, a distance of 65.03 feet;
5. North 89° 39' 56" East, a distance of 59.57 feet;
6. North 87° 15' 49" East, a distance of 33.89 feet to a point on the east line of last said Lands, said east line also being the west line of said Lands of Baseline P & R, LLC;

Thence leaving said west line, entering into and crossing said Lands of Baseline P & R, LLC, the following nine (9) courses and distances:

1. North 87° 15' 49" East, a distance of 121.07 feet;
2. South 73° 56' 55" East, a distance of 69.64 feet;
3. South 66° 12' 56" East, a distance of 111.62 feet;
4. South 53° 39' 22" East, a distance of 193.94 feet;
5. South 35° 59' 17" East, a distance of 111.83 feet;
6. South 29° 12' 09" East, a distance of 147.49 feet;
7. South 49° 30' 58" East a distance of 67.92 feet;
8. South 55° 47' 35" East, a distance of 223.87 feet;
9. South 36° 36' 24" East, a distance of 45.55 feet to a point on the west line of the Lands of

Baseline P & R, LLC as described in the Resolution To Approve A Minor Boundary Line Adjustment recorded as Document #2008-0020215, said County Records, said west line also being the common section line for said Section 34 and Section 35, Township 11 North, Range 5 East, M.D.B. & M.

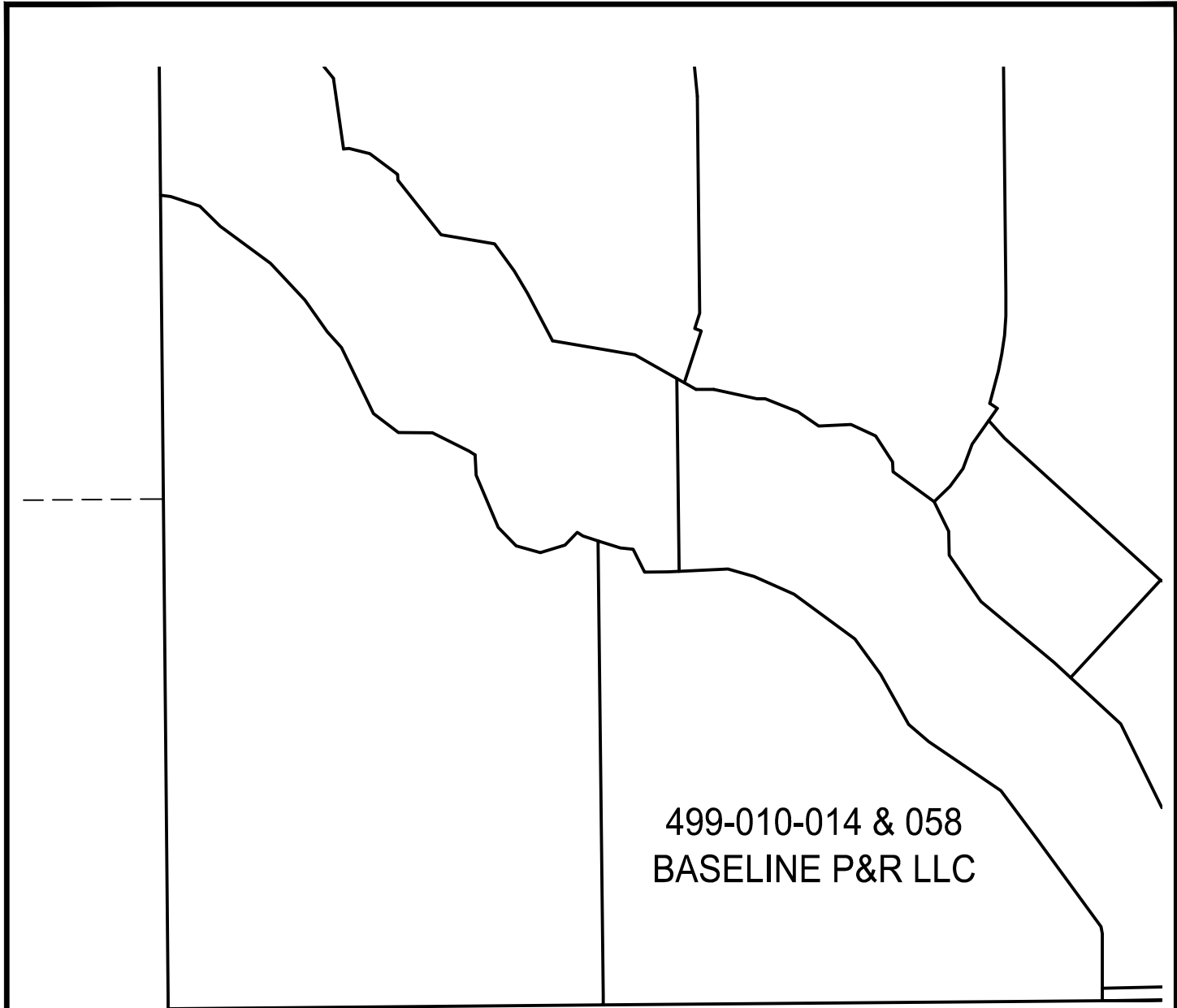
Thence leaving said west line, entering into and crossing last said Lands, the following four (4) courses and distances:

1. South 36° 36' 24" East, a distance of 111.50 feet;
2. South 36° 14' 35" East, a distance of 275.76 feet;
3. South 09° 07' 22" East, a distance of 18.39 feet;
4. South 00° 11' 16" East, a distance of 171.92 feet to a point on the south line of last said Lands, said south line also being the northerly line of said Deed recorded in Book 55, at Page 641;

Thence along said south line, said south line also being said northerly line of last said Deed, said south line being 30.00 feet northerly of and parallel with the south line of Section 35, Township 11 North, Range 5 East, M.D.B. & M., South 89° 29' 55" West, a distance of 227.35 feet to a point on said common section line; thence continuing along a line being 30.00 feet northerly of and parallel with said south line of said Section 34, South 89° 30' 37" West, a distance of 845.69 feet to the POINT OF BEGINNING. Said land being described under Resultant Parcel 2 in that certain Lot Line Adjustment Certificate of Compliance, recorded February 18, 2014, Series No. 2014-0010531, Official Records and rerecorded April 21, 2014, Series No. 2014-0024961, Official Records.

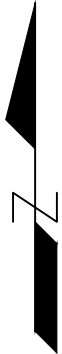
Containing 24.42 acres of land, more or less.

See Exhibit "B", Plat to accompany description, attached hereto and made a part hereof.



499-010-014 & 058
 BASELINE P&R LLC

BASELINE ROAD

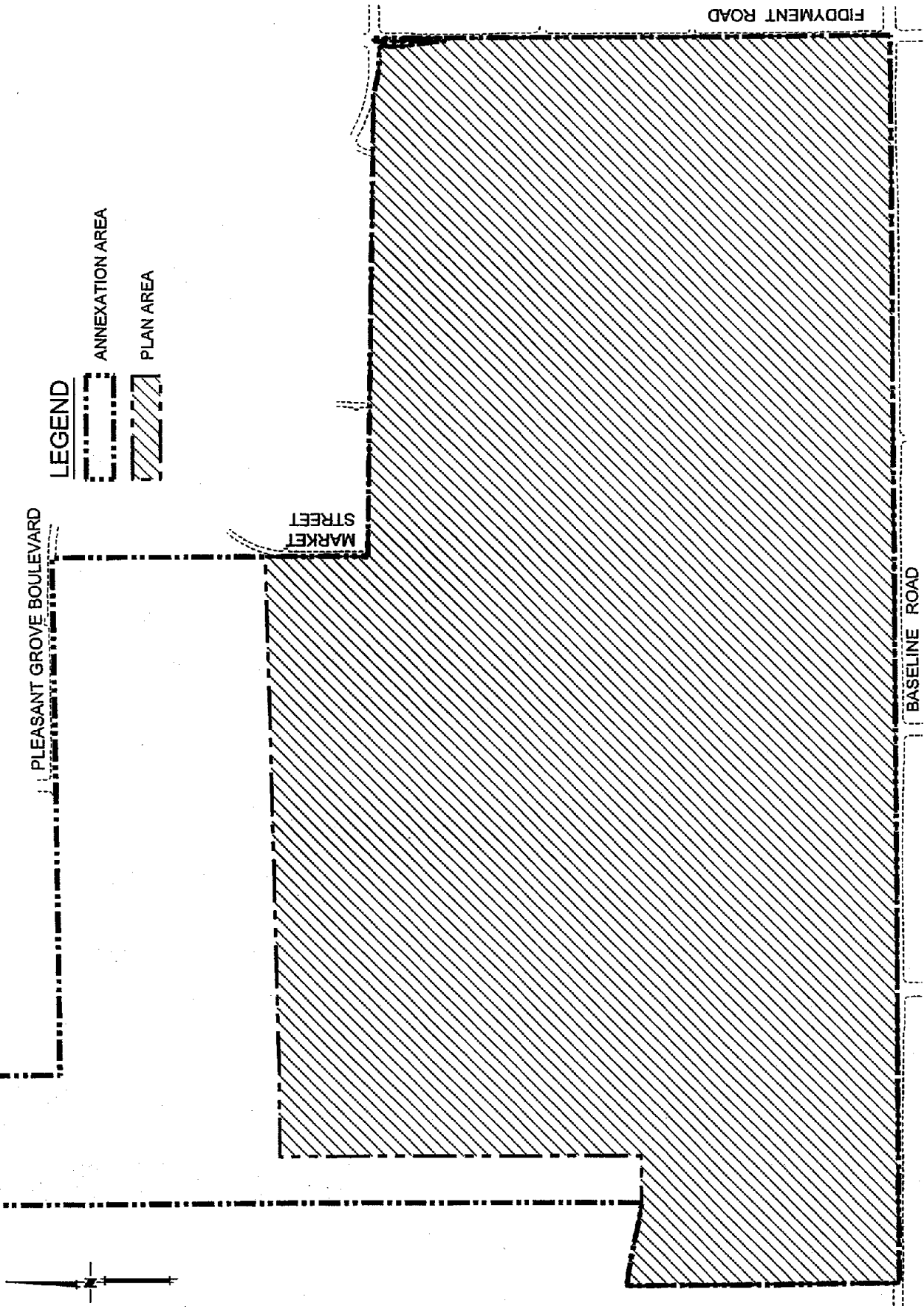


SHEET 1 OF 1

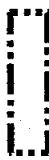
EXHIBIT "B" BASELINE P&R LLC APN 499-010-014 & 058 CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA			
R. E. Y. ENGINEERS, Inc. Civil Engineers / Land Surveyors 905 Sutter St. Ste 200 Folsom CA 95630 (916) 366-3040 Fax (916) 366-3303			
MRD	N/A	12/17/2021	7310.024
DRAWN BY	SCALE	DATE	JOB NO.

Exhibit C

Annexation Area & Plan Area



LEGEND



ANNEXATION AREA



PLAN AREA

PLEASANT GROVE BOULEVARD

MARKET STREET

FIDDYMENT ROAD

BASELINE ROAD

Exhibit C