

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

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

Exempt from recording fees
Pursuant to Govt. Code 27383



PLACER, County Recorder
RYAN RONCO
DOC- 2020-0032963-00

MONDAY, APR 13, 2020 11:58 AM
MIC \$0.00 | AUT \$0.00 | SBS \$0.00
ERD \$0.00 | SB2 \$0.00 | * \$0.00
ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02877893
CLKBZLL9T2/JC/1-12

(THIS SPACE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE, MOURIER INVESTMENTS, LLC,
AND JOHN MOURIER CONSTRUCTION, INC.
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

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**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE, MOURIER INVESTMENTS, LLC,
AND JOHN MOURIER CONSTRUCTION, INC.
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This First Amendment of Development Agreement is entered into this 4th day of March, 2020, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier"), and JOHN MOURIER CONSTRUCTION, INC., a California corporation ("JMC") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Mourier, Bagley & Associates, L.P., a California limited partnership ("Bagley"), 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. 2010-0045941-00.

B. Mourier, Bagley, 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. Bagley assigned its interest in the Development Agreement to Mourier pursuant to that certain Option Agreement dated August 15, 2001, and which closed escrow on September 8, 2010.

D. Mourier assigned a portion of its interest in the Development Agreement to JMC pursuant to that certain Purchase and Sale Agreement dated December 19, 2017, and which closed escrow on December 26, 2017.

E. Mourier assigned a portion of its interest in the Development Agreement to JMC pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of November 7, 2019, and recorded November 8, 2019, as Document No. 2019-0089190-00, in the Official Records of Placer County, California.

F. This First Amendment to the Development Agreement (the "First Amendment") affects certain portions of the Property owned by Mourier and JMC (the "First Amendment Property"), as described in Exhibit "A" attached to this First Amendment and shall run with the land described in Exhibit "A" hereto. Mourier, JMC, and City intend for this First Amendment to document certain unit transfers within the Plan Area and resolve the parties' inconsistent interpretations of Subsection 3.17.1.2(i) of the Development Agreement.

G. This First 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 term "Entitlements" set forth in Recital F of the Development Agreement for the First Amendment Property is hereby revised to include the Sierra Vista Specific Plan and Design Guidelines, as amended and adopted by Resolution No. ____ - ____.
- b. The land use designations, approximate acreages, and unit counts in Section 2.2 of the Development Agreement for the First Amendment Property are hereby revised as follows:

Low Density Residential	230 units on 45.0 Net Acres;
Medium Density Residential Community	322 units on 39.9 Net Acres;
Commercial/Commercial Mixed Use	40 units on 5.7 Net Acres;
Park	2.3 Net Acres;
Open Space (paseo)	1.2 Net Acres;
Schools	12.0 Net Acres;
Right of Way	16.5 Net Acres.

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

“(i) For the First 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.”

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

3. AMENDMENT LIMITED TO FIRST AMENDMENT PROPERTY. This First Amendment is limited to and applies only to development of the First 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 First Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the First Amendment Property, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

[Remainder of Page Intentionally Blank; Signatures Follow on Next Page]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
): ss.
COUNTY OF PLACER)

On April 6, before me, Helen Dreyer, Notary Public, personally appeared Dominick Casey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of the which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Helen Dreyer
Signature of Notary Public



Document: First Amendment to Development Agreement
Sierra Vista Specific Plan JMC Parcels
Mourier & Bagley

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On January 30th, 2020 before me, A.L. Nutter, a Notary Public,
(insert name and title of the officer)

personally appeared Rod Yamanaka + Karen Headley,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

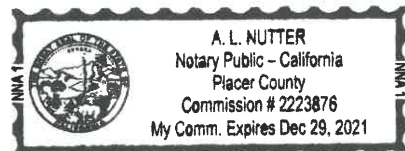
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A.L. Nutter

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

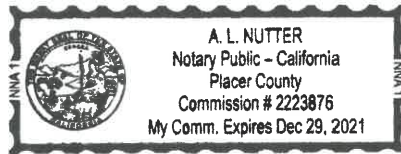
On January 30th, 2020 before me, A.L. Nutter, a Notary Public,
(insert name and title of the officer)

personally appeared Rod Yamanaka,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A.L. Nutter (Seal)

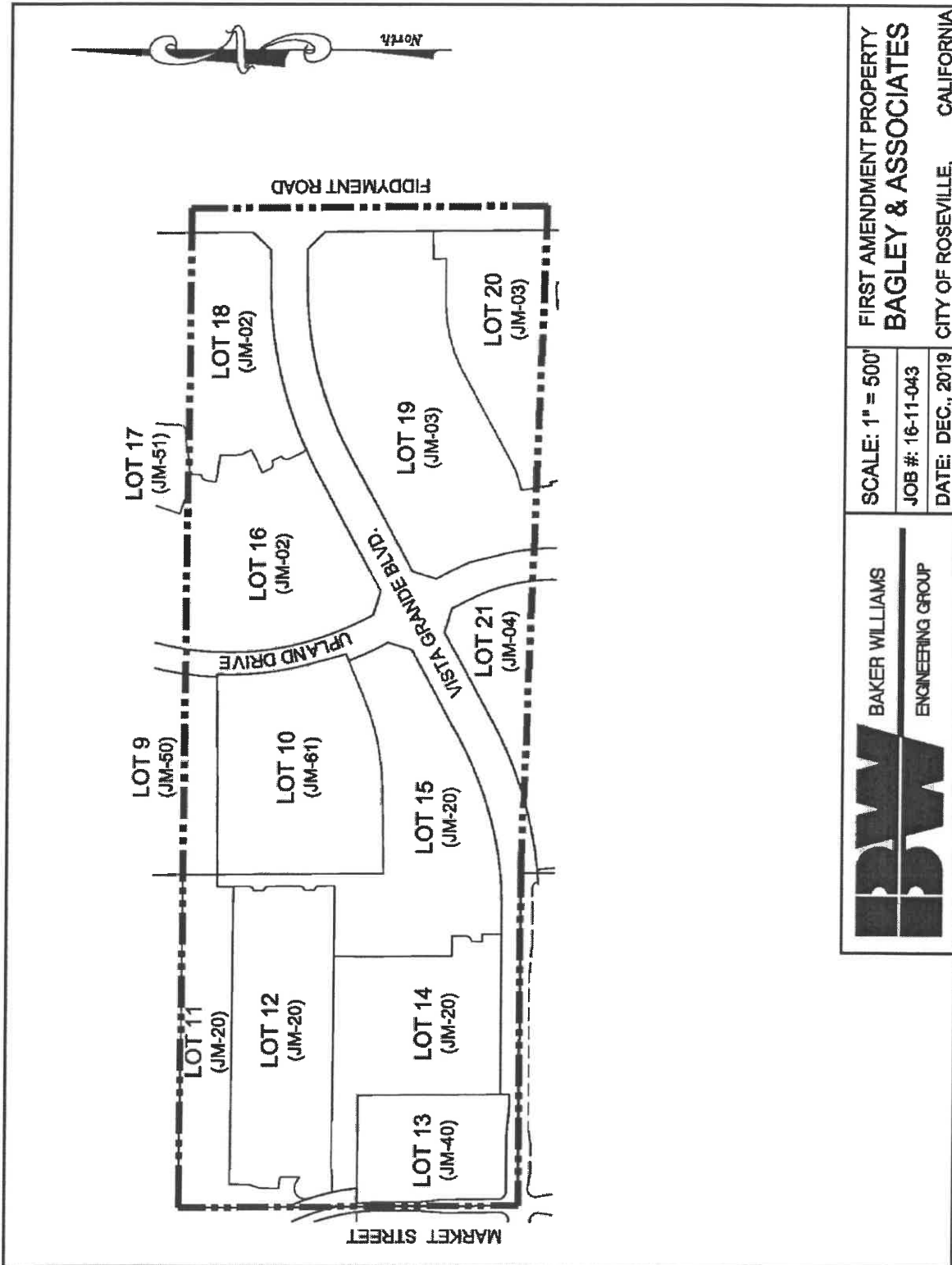


**EXHIBIT A
FIRST AMENDMENT PROPERTY**

**Legal Description for
Sierra Vista Development Agreement
Mourier Investments, LLC
(Bagley & Associates, LLP)**

All that real property situated in the City of Roseville, County of Placer, State of California located in Section 36, Township 11 North, Range 5 East, M.D.M. being all of Lots 10, 11, 12, 13, 14, 15 and portions of Lots 9, 16, 17, 18, 19, 20 and 21 as shown on the Final Map of "The Villages at Sierra Vista", filed for record on July 29, 2015, in Book DD of Maps, at Page 26.

**EXHIBIT B
DEPICTION OF FIRST AMENDMENT PROPERTY**



ORDINANCE NO. 6196

ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, MOURIER INVESTMENTS, LLC, AND JOHN MOURIER CONSTRUCTION, INC. ("MOURIER & BAGLEY") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment of the Development Agreement by and between the City of Roseville, Mourier Investments, LLC, and John Mourier Construction, Inc. pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed First Amendment to Development Agreement, the City Council considered the 2nd Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) certified on May 5, 2010, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. 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 the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The First Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The First Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The First Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the First Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The First Amendment to Development Agreement, by and between the City of Roseville, Mourier Investments, LLC, and John Mourier Construction, Inc., 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 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. 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 (3) 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 4th day of March, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

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 Clerks Department.

ATTEST:

City Clerk of the City of Roseville, California

