



PLACER, County Recorder  
RYAN RONCO  
DOC- 2020-0032964-00

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

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

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/1-13

Exempt from recording fees  
Pursuant to Govt. Code 27383

(THIS SPACE RESERVED FOR RECORDER'S USE)

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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

OFFICIAL BUSINESS  
Document entitled to free recording  
Government Code Section 27383

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City Clerk  
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(SPACE ABOVE THIS LINE 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**

This First Amendment of Development Agreement is entered into this 4<sup>th</sup> 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, Computer Deductions, Inc., a California corporation ("Computer"), 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. 2010-0045931-00.

B. Mourier, Computer, 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. Computer assigned its interest in the Development Agreement to Mourier pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 13, 2012, and recorded

January 31, 2012, as Document No. 2012-0008251-00, in the Official Records of Placer County, California.

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 transferred 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. 2019-0089192-00, 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	68 units on 11.9 Net Acres;
Medium Density Residential	135 units on 17.0 Net Acres;
High Density Residential	159 units on 6.1 Net Acres;
Community Commercial/Business Professional	15.1 Net Acres;
Park	8.3 Net Acres;
Open Space	16.0 Net Acres;
Open Space (paseo)	0.9 Net Acres;
Well Site	0.3 Net Acres;

Right of Way

4.7 Net Acres.

- c. Section 2.6.1.1 of the Development Agreement for the First Amendment Property is hereby amended and revised to read in its entirety as follows:

“Landowner agrees that one hundred forty-six (146) affordable rental units will be reserved within the Property, including seventy-three (73) units for rental to very low income households and seventy-three (73) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
JM-30	159	146	73	73

”

- d. 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]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 6195, adopted by the Council of the City of Roseville on the 4<sup>th</sup> day of March, 2020.

CITY OF ROSEVILLE,  
a municipal corporation

By:   
Dominick Casey  
City Manager

ATTEST:

By:   
Sonia Orozco  
City Clerk


APPROVED AS TO FORM;

By:   
Robert R. Schmitt  
City Attorney

APPROVED AS TO SUBSTANCE:

By:   
Mike Isom  
Development Services Director

MOURIER INVESTMENTS, LLC, a  
California limited liability company

By:   
Rod Yamanaka / Karen Headley  
Collectively, Manager  
JOHN MOURIER CONSTRUCTION,  
INC., a California corporation

By:   
Rod Yamanaka  
CFO

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 & Computer Deductions

## 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 )

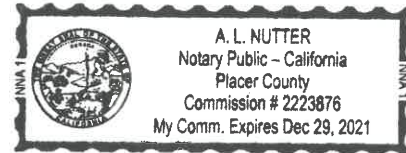
On January 30<sup>th</sup>, 2020 before me, A.L. Nutter, a Notary Public,  
(insert name and title of the officer)

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 30<sup>th</sup>, 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.

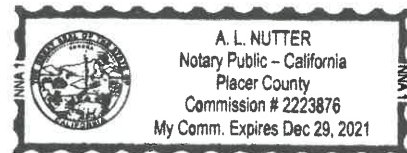
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A. L. Nutter

(Seal)

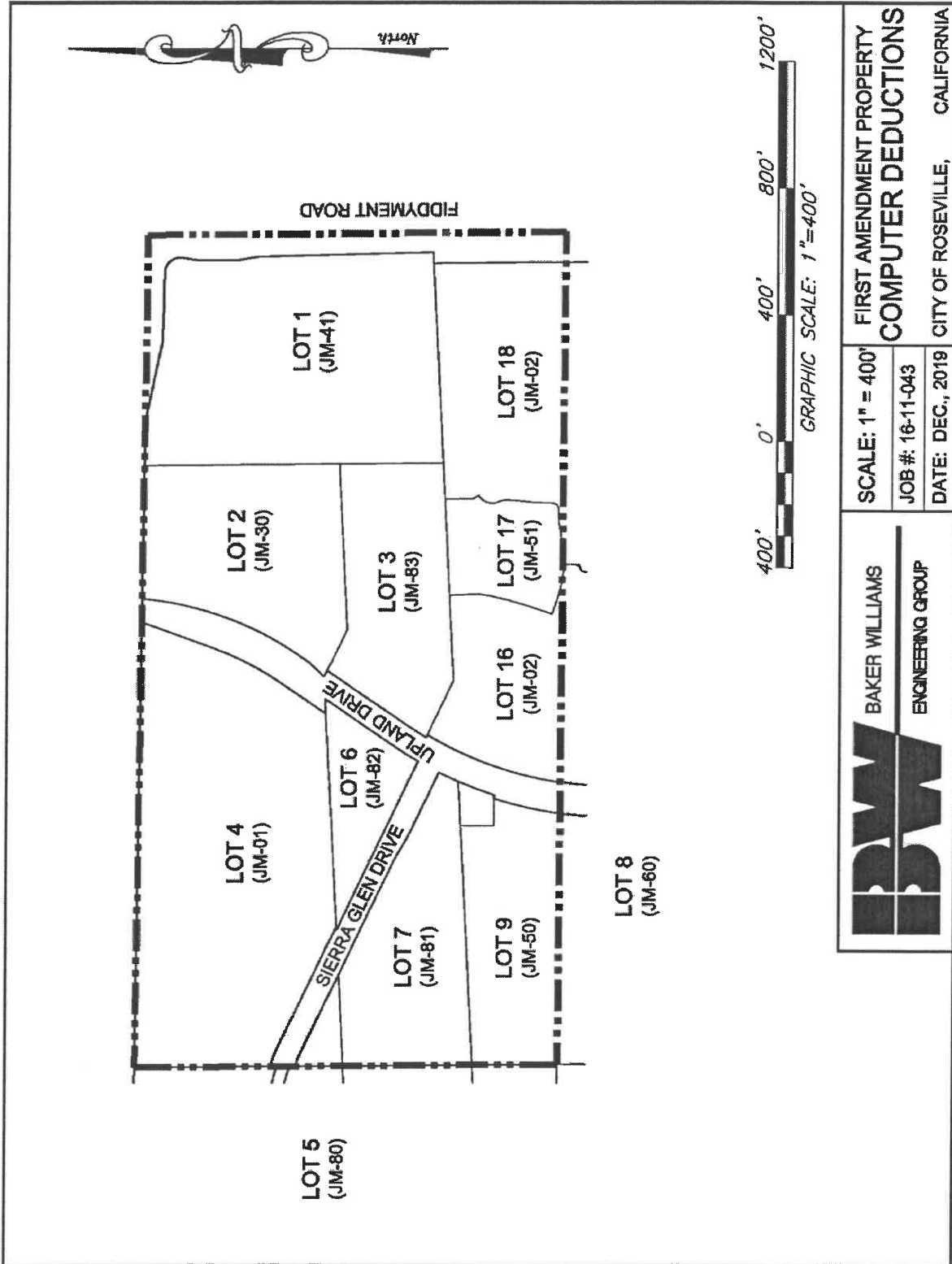


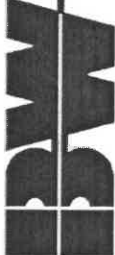
**EXHIBIT A  
FIRST AMENDMENT PROPERTY**

**Legal Description for  
Sierra Vista Development Agreement  
Mourier Investments, LLC  
(Computer Deductions, Inc.)**

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 1, 2, 3, 4, 5, 6, 7 and 8 and portions of Lots 9, 16, 17 and 18 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**



 BAKER WILLIAMS ENGINEERING GROUP	FIRST AMENDMENT PROPERTY <b>COMPUTER DEDUCTIONS</b>	
	SCALE: 1" = 400'	CITY OF ROSEVILLE, CALIFORNIA
JOB #: 16-11-043		DATE: DEC., 2019

ORDINANCE NO. 6195

ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, MOURIER INVESTMENTS, LLC, AND JOHN MOURIER CONSTRUCTION, INC. ("MOURIER & COMPUTER DEDUCTIONS") 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 2<sup>nd</sup> 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

