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CITY OF ROSEVILLE
City Clerk
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code 27383



PLACER, County Recorder
RYAN RONCO
DOC- 2020-0128930-00

TUESDAY, NOV 10, 2020 09:29 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 # 02958175
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(THIS SPACE RESERVED FOR RECORDER'S US

THIRD AMENDMENT DEVELOPMENT AGREEMENT – WESTPARK FEDERICO

**THIRD AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS
ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS,
LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This Third Amendment of Development Agreement is entered into this 9th day of November, 2020, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and WESTPARK SIERRA VISTA, LLC, a California limited liability company ("Westpark Sierra Vista"), as Assignee of WESTPARK FEDERICO, LLC, a California limited liability company ("Westpark Federico"), SOLAIRE COMMUNITY BUILDERS, LLC, a California limited liability company ("Solaire"), TAYLOR MORRISON OF CALIFORNIA, LLC, a California limited liability company ("Taylor Morrison"), TRI POINTE HOMES, INC., a Delaware corporation ("TRI Pointe"), and SOLAIRE - ROSEVILLE, L.P., a Delaware limited partnership ("Solaire - Roseville") (collectively, "Landowner"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Westpark Sierra Vista's predecessor in interest, Westpark Federico, along with Mourier Investments, LLC ("Mourier"), and the Federico-Tyler Family Limited Partnership ("Federico"), and City, entered into a Development Agreement (the "Original 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. 2010-0045943-00. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and recorded January 12, 2011, as Document No. 2011-0003089-00, in the Official Records of Placer County, California. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement.

B. Westpark Sierra Vista's predecessor in interest, Westpark Federico, along with Mourier, Federico, and City entered into the Original Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area ("Specific Plan", "SVSP" or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Original Development Agreement (the "Property").

C. Westpark Sierra Vista, Mourier, Federico, and City entered into a First Amendment to the Original Development Agreement (the "First Amendment") which was approved by the City Council of City on December 20, 2017, and recorded on February 21, 2018, in the Official Records of Placer County as Document No. 2018-0010796-00.

D. Westpark Sierra Vista, Mourier, Federico, and City entered into the First Amendment relative to development within certain portion of the Property, as is more precisely defined in Exhibits "A" and "B" of the First Amendment.

E. Mourier and Federico assigned their interest in a portion of the Property to Westpark Sierra Vista in that certain Assignment and Assumption Agreement Relative to the Sierra Vista Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032322-00, in the Official Records of Placer County. The portion of the Property so assigned by Mourier and Federico to Westpark Sierra Vista was described in Exhibit A to that Assignment and Assumption Agreement Relative to the Sierra Vista Development Agreement.

F. Westpark Sierra Vista assigned its interest in the Development Agreement for a portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of June 3, 2019, and recorded June 4, 2019, as Document No. 2019-0037499-00, in the Official Records of Placer County.

G. Solaire assigned its interest in the Development Agreement for a portion of the Property to Taylor Morrison pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated November 20, 2019, and recorded November 20, 2019, as Document No. 2019-0094029-00, in the Official Records of Placer County.

H. Solaire assigned its interest in the Development Agreement for a portion of the Property to TRI Pointe Homes, Inc. pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated July 1, 2020, and recorded July 2, 2020, as Document No. 2020-0066287-00, in the Official Records of Placer County.

I. Solaire assigned its interest in the Development Agreement for a portion of the Property to Solaire - Roseville, pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated August 6, 2020, and recorded August 6, 2020, as Document No. 2020-0082425-00, in the Official Records of Placer County.

J. On March 4, 2020, City approved the Second Amendment to the Development Agreement (the "Second Amendment") for a portion of the Property owned by Mourier. The Second Amendment was recorded on April 13, 2020, as Document No. 2020-0032961-00, in the Official Records of Placer County. The Original Development Agreement, the First Amendment, and the Second Amendment are hereinafter collectively referred to as the "Development Agreement."

K. This Third Amendment to the Development Agreement (the "Third Amendment") affects certain portions of the Property (the "Third Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to this Third Amendment, and shall run with the land described in Exhibits "A" and "B" hereto. This Third Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

L. City and Landowner wish to enter into this Third Amendment in order to amend a provision of the Development Agreement for the Third Amendment Property.

M. The Third Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following section of the Development Agreement is hereby amended as it pertains the Third Amendment Property only, which incorporates the First Amendment Property:

a. REVISED SECTION 3.17.1.2. Section 3.17.1.2 of the Development Agreement is revised in its entirety for the Third Amendment Property, including adding a new final paragraph which is only applicable to the Third Amendment Property, to read as follows:

"3.17.1.2 If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner

(and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

- (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test).
- (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years.
- (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year.
- (d) Authorized facilities shall include, among other items, development impact fees for public improvements.
- (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.
- (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program and/or the Bond Opportunities for Land Development ("BOLD") program for any eligible impact fees.

- (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales.
- (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds.
- (i) Bond proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units:

(1) City-Wide Park Fee (Section 3.12.4)

(2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52)(Not applicable to the Third Amendment Property);

(3) Public Benefit Fee (Section 3.14.3)(Not applicable to the Third Amendment Property).

City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit.

Should SPRTA approve any portion or all of the Tier II Traffic Fee for portions of the Property being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee (not for the Third Amendment Property, for which the reduction provided in this paragraph shall be in the City-Wide Park Fee) referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City.

Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s).

For the Third 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 3.17 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 3.17 shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement.

Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property , or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1 (i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property , the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s)."

b. EXHIBITS. The exhibits attached to this Third Amendment are for this Third Amendment only, as follows:

Exhibit A - Legal Description of Third Amendment Property

Exhibit B -- Plat of Third Amendment Property

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

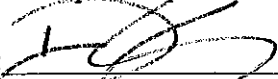
3. AMENDMENT. This Third Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein, and is limited and applies only to development of the Third Amendment Property, and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area,

including, without limitation, any other portion of the Property. As amended hereby, the Development Agreement remains in full force and effect.

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

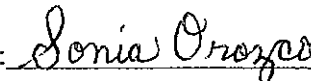
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Third Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 6276, adopted by the Council of the City of Roseville on the 7th day of October, 2020.

CITY OF ROSEVILLE,
a municipal corporation

By: 

Dominick Casey
City Manager

ATTEST:

By: 

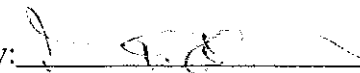
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 

Robert R. Schmitt
City Attorney


APPROVED AS TO SUBSTANCE:

By: 

Mike Isom
Development Services Director

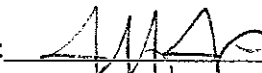
LANDOWNER:

WESTPARK SIERRA VISTA, LLC,
a California limited liability company

By: 

Jeff Jones
Its: Manager

SOLAIRE COMMUNITY BUILDERS,
LLC, a California limited liability
company

By: 

Jeff Jones
Its: Manager

TAYLOR MORRISON OF
CALIFORNIA, LLC,
a California limited liability company

By: _____
Jay Pawlek
Its: Vice President

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Dominick Casey
City Manager

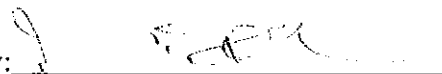
ATTEST:

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

LANDOWNER:

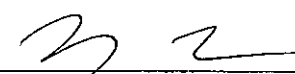
WESTPARK SIERRA VISTA, LLC,
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By: _____
Jeff Jones
Its: Manager

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LLC, a California limited liability
company

By: _____
Jeff Jones
Its: Manager

TAYLOR MORRISON OF
CALIFORNIA, LLC,
a California limited liability company

By:  _____
Jay Pawlek
Its: Vice President

By: 
~~Aren Bazzooco~~ SCOTT CAREY
Its: Vice President

TRI POINTE HOMES, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

SOLAIRE - ROSEVILLE, L.P.,
a Delaware limited partnership

By: OCS-HS LOJV GP, LLC,
a Delaware limited liability
company
General Partner


By: OCS-HS Lot Option Joint
Venture, LLC, a Delaware
limited liability company
Sole Member


By: Hearthstone
Professionals – PI, L.P., a
Delaware limited
partnership
Manager

By: _____
Steven C. Porath
Authorized Person

By: _____
Aren Bazzocco
Its: Vice President

TRI POINTE HOMES, INC.,
a Delaware corporation

By: 
Name: Philip S. Bodem
Its: Division President

By: 
Name: Sean Herra
Its: Director of Land Acquisition

SOLAIRE - ROSEVILLE, L.P.,
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Its: _____

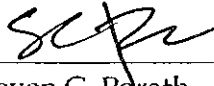
By: _____
Name: _____
Its: _____

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Sole Member

By: Hearthstone
Professionals – PI, L.P., a
Delaware limited
partnership
Manager

By: 
Steven C. Porath
Authorized Person

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)

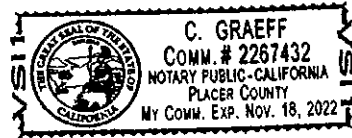
On August 27, 2020 before me, C. Graeff, Notary Public,
(insert name and title of the officer)

personally appeared Jeff Jones
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 C Graeff (Seal)



CALIFORNIA ALL PURPOSE 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)SS
COUNTY OF Sacramento)

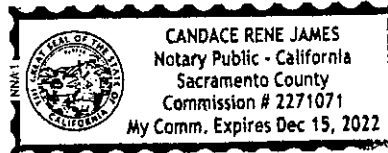
On August 28, 2020 before me, Candace Rene James, Notary Public, personally appeared Jay Pawlek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

Candace Rene James



My Commission Expires: December 15, 2022

This area for official notarial seal

Notary Name: Candace Rene James
Notary Registration Number: 2271071

Notary Phone: 916-355-8900
County of Principal Place of Business: Sacramento

CALIFORNIA ALL PURPOSE 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)SS
COUNTY OF Sacramento)

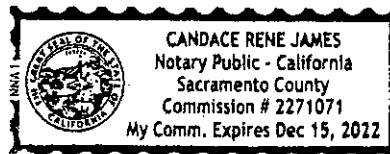
On August 28, 2020, before me, Candace Rene James, Notary Public, personally appeared Scott Carey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

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WITNESS my hand and official seal.

Signature

Candace Rene James



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Notary Name: Candace Rene James
Notary Registration Number: 2271071

Notary Phone: 916-355-8900
County of Principal Place of Business: Sacramento

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 August 31, 2020 before me, K. Curcio, Notary Public,
(Here insert name and title of the officer)

personally appeared Philip S. Bodem and Sean Herra,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

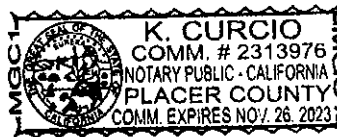
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K. Curcio

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

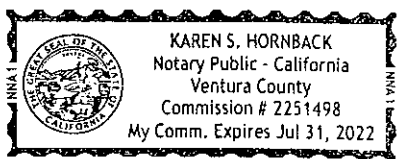
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On Aug. 27, 2020 before me, Karen Hornback, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven C. Porath
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Karen Hornback
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

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 November 9, 2020, 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 
Signature of Notary Public

SEAL



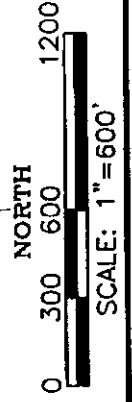
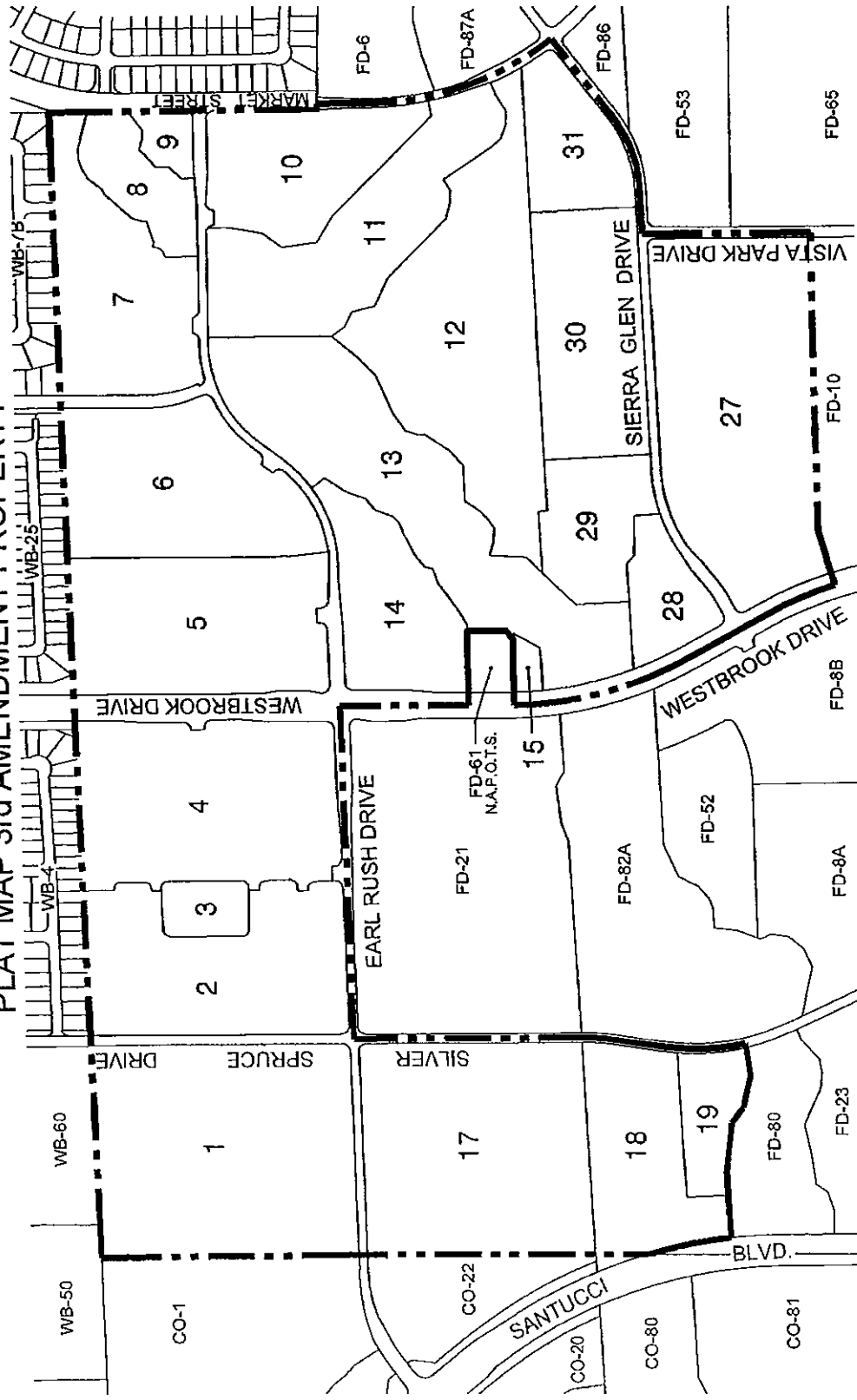
Document type:

EXHIBIT A

Legal Description of the Third Amendment Property

That certain real property located in the City of Roseville, State of California, more particularly described as Lots 1 thru 15 inclusive, 17 thru 19 inclusive, and 27 thru 31, inclusive, of that certain Final Map of Sierra Vista – Federico, Large Lot Subdivision, Subdivision No. PL15-0192, recorded February 16, 2018 in Book EE of Maps at Page 6, Office of the Placer County Recorder.

EXHIBIT "B"
PLAT MAP 3rd AMENDMENT PROPERTY



LEGEND

15 Final Map Lot Number (EE B.M. 6)

ORDINANCE NO. 6276

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A THIRD DEVELOPMENT AGREEMENT AMENDMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF
WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER
FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

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 Third Amendment to the Development Agreement by and between the City of Roseville and Westpark Sierra Vista, LLC, as Assignee of Westpark Federico, LLC, Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership relative to the Sierra Vista Specific Plan area.

SECTION 2. The Third Amendment to the Development Agreement amends text regarding fee sections within an existing Development Agreement, and does not have the potential to cause a significant effect on the environment; therefore, it is not subject to the California Environmental Quality Act (CEQA) per Section 15061 (b)(3) of the CEQA Guidelines.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Third Amendment to the Development Agreement, and makes the following findings:

1. The Third 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 Third Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Third Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Third 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 Third Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Third Amendment to the Development Agreement, by and between the City of Roseville and Westpark Sierra Vista LLC, as Assignee of Westpark Federico, LLC, Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership relative to the Sierra Vista Specific Plan, 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 County Recorder's Office of the County of Placer.

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 7th day of October, 2020, by the following vote on roll call:

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

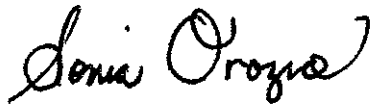
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:

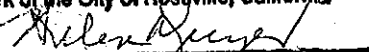


City Clerk

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



DEPUTY CLERK