

Recording Requested by: City of Roseville  
When Recorded  
Mail to and Mail Tax  
Statements to:

City of Roseville  
City Clerk's Department - BH  
311 Vernon Street  
Roseville, CA 95678

Exempt from recording fees  
Pursuant to Govt. Code 27383



PLACER, County Recorder  
RYAN RONCO  
**DOC- 2024-0030723-00**

THURSDAY, JUN 13, 2024 10:14 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 # 03325879  
CLKGK8K8V3/JS/1-13

(THIS SPACE RESERVED FOR RECORDER'S USE)

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**SEVENTH AMENDMENT OF DEVELOPMENT AGREEMENT (FD-34)**

**SEVENTH 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 Seventh Amendment of Development Agreement is entered into this 1 day of May, 2024, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and FD34 DEVELOPMENT, LLC, a California limited liability company ("FD34" or "Landowner"), as Assignee of MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. Mourier, Westpark Federico, LLC, a California limited liability company (Westpark Federico"), 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. The Original Development Agreement encompassed a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as more precisely defined in Exhibits "A" and "B" of the Original Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement, which, with all its various amendments, constitutes the "Development Agreement".

B. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista, LLC, a California limited liability company ("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.

C. Westpark Sierra Vista, Mourier, Federico, and City entered into a First Amendment to the 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 the Development Agreement with a respect to a portion of the Property to Westpark Sierra Vista in that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan 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 Specific Plan Development Agreement.

F. Westpark Sierra Vista, as Assignee of Westpark Federico, and Federico-Tyler each assigned its interest in the Development Agreement with respect to a portion of the Property to Mourier pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032321-00, in the Official Records of Placer County. The portion of the Property so assigned by Westpark Sierra Vista and Federico to Mourier was described in Exhibit "A" to that Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement.

G. 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.

H. 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."

I. On October 7, 2020, City approved the Third Amendment to the Development Agreement (the "Third Amendment") affecting certain portions of the Property (the "Third Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Third Amendment. The Third

Amendment was recorded on November 10, 2020, as Document No. 2020-0128930-00, in the Official Records of Placer County.

J. Westpark Sierra Vista assigned its interest in the Development Agreement for an additional portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated October 13, 2020, and recorded October 15, 2020, as Document No. 2020-0116422-00, in the Official Records of Placer County.

K. Mourier assigned a portion of its interest in the Development Agreement with respect to the Fourth Amendment Property (as defined below) to John Mourier Construction, Inc. ("JMC") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2021, and recorded January 15, 2021, as Document No. 2021-0005796-00 in the Official Records of Placer County, California.

L. On April 21, 2021, City approved the Fourth Amendment to the Development Agreement (the "Fourth Amendment") affecting certain portions of the Property (the "Fourth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fourth Amendment. The Fourth Amendment was recorded on July 1, 2021, as Document No. 2021-0085266-00 in the Official Records of Placer County, California.

M. On October 20, 2021, City approved the Fifth Amendment to the Development Agreement (the "Fifth Amendment" affecting certain portion of the Property (the "Fifth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fifth Amendment. The Fifth Amendment was recorded on December 17, 2021, as Document No. 2021-0152422-00 in the Official Records of Placer County, California.

N. Mourier assigned a portion of its interest in the Development Agreement with respect to the Sixth Amendment Property (as defined below) to FD34 pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2023, and recorded January 12, 2023, as Document No. 2023-0001667-00, in the Official Records of Placer County, California.

O. On October 4, 2023, City approved the Sixth Amendment to the Development Agreement (the "Sixth Amendment") affecting a certain portion of the Property (the "Sixth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Sixth Amendment. The Sixth Amendment

was recorded on November 17, 2023, as Document No. 2023-0063102-00, in the Official Records of Placer County, California.

P. This Seventh Amendment to the Development Agreement (the "Seventh Amendment") affects a certain portion of the Property commonly known as SVSP Parcel FD-34 (the "Seventh Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to this Seventh Amendment, and shall run with the land described in Exhibits "A" and "B" hereto. This Seventh Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

Q. Concurrent with its consideration of this Seventh Amendment, City is processing a density bonus to allow development of an increase in High Density Residential units developed on Parcel FD-34 from the allocated 256 units, including a previously approved density bonus of 84 High Density Residential units, to a total of 304 units, including an additional 48 High Density Residential units, consisting of (1) the existing affordable housing obligation of 256 units affordable to very-low income households earning no more than fifty percent (50%) of median income, as defined by City (hereinafter, "median income"), (2) an additional 46 units affordable to low income households earning no more than sixty percent (60%) of median income, as defined by City, and (3) 2 market rate units as manager's units.

R. There is currently an obligation on Parcel WB-31 in the SVSP to provide six (6) units affordable to low income households at eighty percent (80%) of median income. That obligation to provide six (6) units affordable to low income households on Parcel WB-31 is being shifted to Parcel FD-34 as part of the density bonus for Parcel FD-34 (leaving 293 market rate units on Parcel WB-31), as part of the 46 units affordable to low income households earning no more than sixty percent (60%) of median income that are being added to Parcel FD-34.

S. City and Landowner wish to enter into this Seventh Amendment in order to memorialize the obligations set forth above and to amend applicable provisions of the Development Agreement for the Seventh Amendment Property related thereto.

T. The Seventh 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 sections of the Development Agreement are hereby amended as they



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.

5. FORM OF AMENDMENT. This Seventh 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 Seventh Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 6811, adopted by the Council of the City of Roseville on the 1 day of May, 2024.

CITY OF ROSEVILLE,  
a municipal corporation

By:   
Dominick Casey  
City Manager


ATTEST:  
By:   
Carmen Avalos  
City Clerk

LANDOWNER:

FD34 DEVELOPMENT, LLC, a  
California limited liability company

By:   
Scott I. Canel  
Its: Manager

APPROVED AS TO FORM:

By:   
Michelle Sheidenberger  
City Attorney

APPROVED AS TO SUBSTANCE:

By:   
Mike Isom  
Development Services Director

**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 Illinois  
County of Lake

On March 16, 2024, before me, Lori Ogarek, Notary Public  
(insert name and title of the officer)

personally appeared Scott I. Canel,  
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 Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lori Ogarek  
Notary Public Signature



(Seal)



**CALIFORNIA 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 Placer }  
On June 5, 2024 before me, Blair Hutchison, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Dominick Casey  
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.

Signature Blair Hutchison  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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 or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

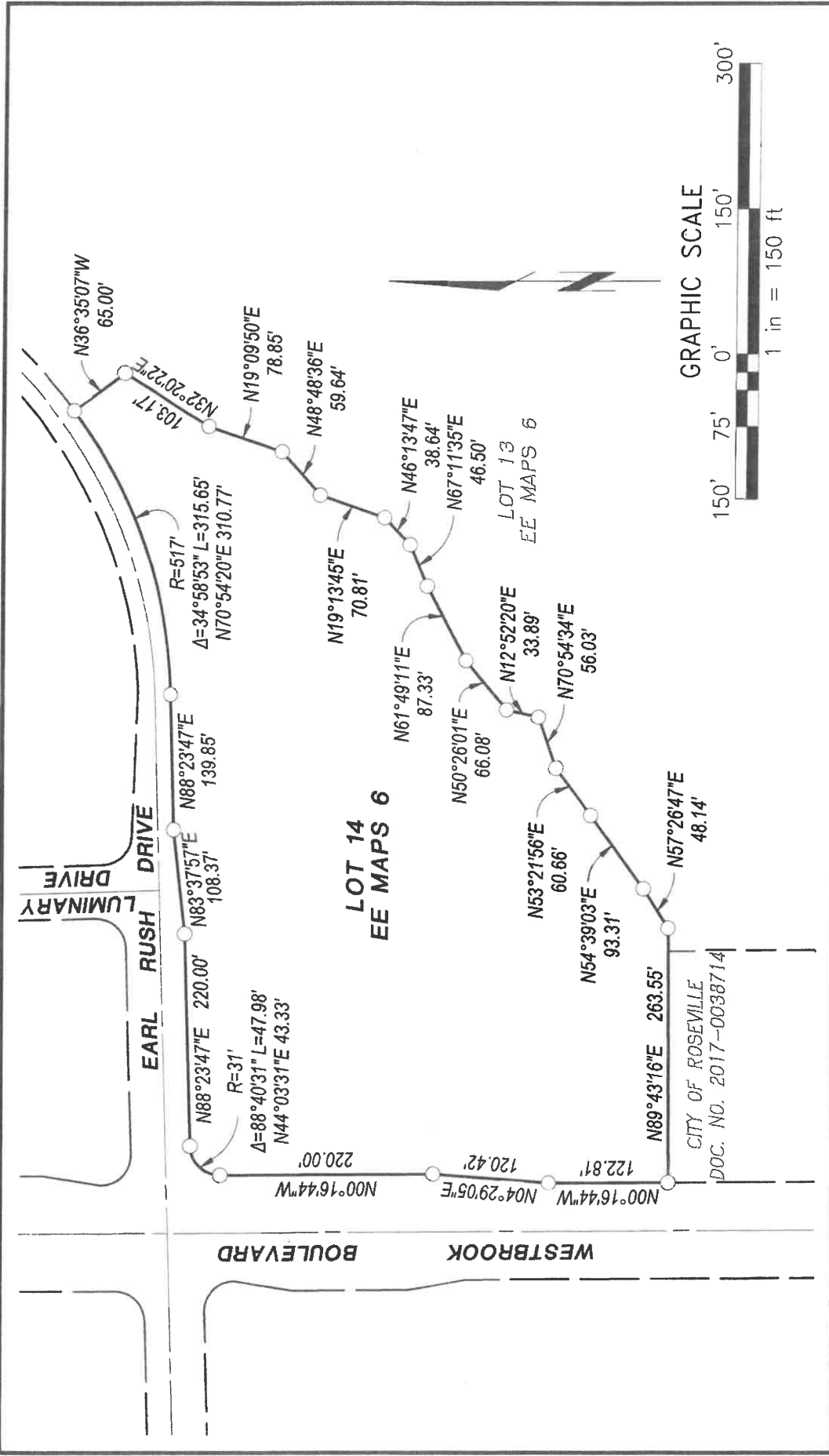
Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FD-34**  
**PAGE 1 OF 1**

All that certain real property situate in the City of Roseville, County of Placer, State of California, more particularly described as follows:

Lot 14, as said lot is shown and so designated on that certain Final Map entitled, "Final Map of Sierra Vista – Federico Large Lot Subdivision" filed in Book EE of Maps, Page 6, Placer County Records.



**EXHIBIT "B"**  
**FD-34 SITE**  
**LOT 14**  
**EE MAPS 6**

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

**m**

**MORTON & PITALO, INC.**  
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING  
 Folsom • FRESNO  
 600 Coedige Drive, Suite #140  
 Folsom, CA 95630  
 Phone: (916) 984-7621  
 web: www.mpang.com

DRAWN:	MJC	JOB NO:	220080
CHECKED:	MJC	DATE:	FEBRUARY 2024
SCALE:	1"=150'	SHEET:	1 of 1

ORDINANCE NO. 6811

ADOPTING A SEVENTH AMENDMENT OF 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 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 Seventh Amendment of the Development Agreement by and between the City of Roseville and FD34 Development, LLC, as assignee of Mourier Investments, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. The Seventh Amendment to Development Agreement is exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Section 15061(b)(3) (General Rule) and Section 305 of the City of Roseville CEQA Implementing Procedures. The Planning Manager has determined that this project is substantially consistent with the previously certified Sierra Vista Specific Plan EIR (SCH #2008032115), certified by the City Council on May 5, 2010. The Development Agreement Amendment does not result in any physical changes to the environment or changes to environmental impacts previously considered in connection with the approval of the existing Development Agreement. No additional environmental documentation is required.

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

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

SECTION 4. The Seventh Amendment to Development Agreement by and between the City of Roseville and FD34 Development, LLC, as assignee of Mourier Investments, LLC, 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 1<sup>st</sup> day of May 2024, by the following vote on roll call:

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

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