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pursuant to Govt. Code 27363



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 1999-0099398

Wednesday, NOV 17, 1999 08:34:13

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000253691

rec/R2/1-21

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

City Clerk
City of Roseville
311 Vernon Street, #208
Roseville, CA 95678

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SECOND AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND SAMMIS ROSEVILLE ASSOCIATES, ET. AL.,
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN**

THIS SECOND AMENDMENT is entered into this 22nd day of October, 1999, by and between the **CITY OF ROSEVILLE**, a municipal corporation ("City"), and **SAMMIS ROSEVILLE ASSOCIATES**, a California general partnership ("Sammis"), **BEAZER HOMES HOLDINGS CORP.**, a Delaware corporation ("Beazer"), **MORRISON HOMES, INC.**, a Delaware corporation ("Morrison"), **SIGNATURE PROPERTIES, INC.**, a California corporation ("Signature"), **WOODCREEK DEVELOPMENT, LLC**, a Delaware limited liability company ("Woodcreek"), and **RICHMOND AMERICAN HOMES OF CALIFORNIA, INC.**, a Colorado corporation ("Richmond"); Sammis, Beazer, Morrison, Signature, Woodcreek and Richmond shall be collectively referred to herein as "**Landowner**"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. On September 19, 1997, the City of Roseville and Sammis entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Sammis Roseville Associates Relative to the North Roseville Specific Plan" (hereinafter the "**Original Development Agreement**"). On August 31, 1998, the City of Roseville and Sammis entered into that certain amendment to the Original Development Agreement entitled "Amendment of Development Agreement By and Between The City of Roseville and Sammis Roseville Associates Relative to the North Roseville Specific Plan" (hereinafter the "**First Amendment**"). The Original Development Agreement, as amended by the First Amendment, shall be referred to collectively herein as the "**Development Agreement**."

The Original Development Agreement was recorded in the Official Records of Placer County on September 29, 1997, as **Instrument No. 97-0059809-00**, and the First Amendment was recorded in the Official Records of Placer County on September 24, 1998, as **Instrument No. 98-0077190**. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

✓ B. This Amendment amends the Development Agreement. It affects the Property described in Exhibit "A" attached to the Development Agreement and shall run with the land. Sammis has conveyed portions of the Property to Beazer, Morrison, Signature, Woodcreek and Richmond in connection with its conveyances to such other landowners, Sammis has or will have assigned its rights under the Development

[\\Mis1\catty\agree\dev\rsnp\sammis_ame2\final.doc: 8/19/99]

CF! 0401-09-12
Land use Element Amendment
NRSP

JAN 05 2000

CITY OF ROSEVILLE
BY

Agreement to such successors with respect to the portions of the Property conveyed thereto, and such successors are authorized to amend the Development Agreement as provided herein.

C. The City Council has found and determined that this amendment (the "Amendment") of the Development Agreement is consistent with the General Plan and the North Roseville Specific Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of Development Agreement. The following sections of the Development Agreement are hereby amended as follows:

a. Revised Section 2.7.1. The second paragraph of Section 2.7.1 is revised to read as follows:

"In order to fund the perpetual maintenance, monitoring and reporting requirements for the Environmental Preserve within the Open Space at Parcels WN-80, WN-81, WN-82, WN-83 and WN-85, Landowner and City agree that an endowment will be created. Landowner consents to City's imposition and collection of an "Environmental Endowment Fee" within the Property in the initial amount of Two Hundred Fifty Dollars (\$250) per residential lot, payable at the time an application for a building permit is filed with City. Such fee shall be increased annually at the rate of three percent (3%) per annum, commencing January 1, 2000. City shall deposit all fees so collected into a specially designated account in order to fund an endowment for the perpetual maintenance, monitoring and reporting costs of the Environmental Preserve. The endowment may only be used for the costs of maintenance, monitoring and reporting at the Environmental Preserve as required by the 404 Permit and all amendments thereto. Prior to the time when Environmental Endowment Fees have been collected from all residential lots in the Property, the Services District will assume the costs of monitoring, reporting and maintaining the Environmental Preserve in accordance with the requirements of the 404 Permit and all amendments thereto. Upon formation of the Services District and the recordation of the first residential lot subdivision map within the Property, Landowner shall convey to the City and City shall accept the parcels comprising the Environmental Preserve, provided, however, that any parcel in the Environmental Preserve containing any bike trail section to be improved by Landowner shall not be conveyed or accepted until the applicable bike trail section's improvements have been completed by Landowner and accepted by City. City acknowledges and agrees that the Environmental Preserve will be subject to a recorded Declaration of Restrictions required by the 404 Permit to ensure the preservation of the wetlands and their associated upland habitats in the Environmental Preserve."

b. Revised Section 2.7.2. The first sentence in Section 2.7.2 is revised to read as follows:

"2.7.2 Maintenance by Landowner. Prior to formation of the Services District (provided for in Section 3.16), Landowner shall be solely responsible for satisfying all monitoring, reporting and maintenance requirements under the 404 Permit, and all amendments thereto, for the Environmental Preserve."

c. Revised Section 3.10.5. The second sentence of Section 3.10.5 of the Development Agreement, regarding the credits for Landowner's contribution to Mahany Park Community Center, is hereby revised to read as follows:

"The City agrees that such contribution by the CFD shall be credited against the City-wide Park Fee, that Landowner's share thereof is **\$217,187**, and that such credits shall be applied against the City-wide Park Fee in accordance with the provisions of Section 4.2.1 below."

d. Revised Section 3.16.2.E. The text of Section 3.16.2.E is revised in its entirety as follows:

"3.16.2.E. Maintain the Environmental Preserve in accordance with the requirements of the Specific Plan and the 404 Permit, and all amendments thereto, provided, however, that the monitoring, reporting and maintenance costs arising out of or associated with the requirements of Landowner's 404 Permit, and all amendments thereto, shall be assessed exclusively upon the Property and not upon any other landowner's property within the Services District."

e. Revised Section 4.2.1. Section 4.2.1 of the Development Agreement is hereby revised in its entirety to read as follows:

"4.2.1 Credits Against Fees.

"(a) Landowner shall be entitled to a credit against the JPA Fee described in and subject to the conditions of Section 3.9.9 above. Landowner's share of the JPA credits shall initially be equal to **\$164,635**, which credits shall be allocated as follows to the following Parcels within the Property:

JPA Credits:

<u>Parcel</u>	<u>Total Credits</u>	<u>Units</u>	<u>Credits/Unit</u>
WN-1	33,004.66	85	\$388.29
WN-2	36,887.56	95	\$388.29
WN-3	41,935.33	109	\$384.73
WN-5	<u>52,807.45</u>	136	\$388.29
Total	\$164,635.00		

"In consideration of Landowner's advance funding for Mahany Park pursuant to Section 3.10.5 above, Landowner shall be entitled to \$217,187 of credits against the City-wide Park Fee and such credits shall be allocated as follows to the following Parcels within the Property:

City-wide Park Fee Credits:

<u>Parcel</u>	<u>Total Credits</u>	<u>Units</u>	<u>Credits/Unit</u>
WN-1	43,539.85	85	\$512.23
WN-2	48,662.18	95	\$512.23
WN-3	55,321.22	109	\$507.53
WN-5	69,663.75	136	\$512.23
Total	\$217,187.00		

"(b) The outstanding amount of such JPA Fee credits shall be increased in proportion to any increases made by the JPA in such fee for the Plan Area during the term of this Agreement. The outstanding amount of such City-wide Park Fee credits shall be increased in proportion to any increases made by the City in such fee for the Plan Area during the term of this Agreement."

"(c) Such credits shall be personal to Landowner and may be assigned to any other landowner or builder within the Plan Area by a written assignment, with a copy thereof delivered to City. Such credits shall be applied, at the time of issuance of each building permit within each Parcel, against the applicable Fee at the per-unit credit amount allocated above for such Parcel; provided, however, if the amount of the credits allocable to such Parcel or the number of units within such Parcel is subsequently changed from the amounts set forth above prior to the issuance of the first building permit therefor, then when Landowner applies for its first building permit within such Parcel, Landowner and City shall acknowledge, in writing, the applicable adjustment(s) to the total credit and per-unit credit amounts for such Parcel, which acknowledgement shall not require an amendment to this Agreement. Landowner acknowledges that City shall have no obligation to reimburse Landowner, or any assignee or other landowner thereof, for any outstanding fee credits that are not exhausted by the development of Landowner's, or any such assignee's or other landowner's, property."

2. Consistency with General Plan. The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

3. Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.

4. Form of Amendment. This Amendment is executed in two duplicated originals, each of which is deemed to be an original.

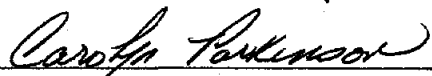
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 3410, adopted by the Council of the City of Roseville on the 15th day of September, 1999, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE,
a municipal corporation

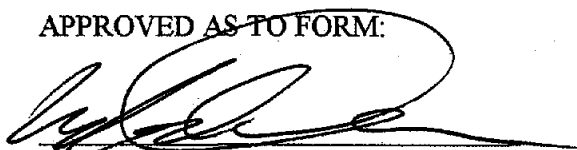
By: 

Allen E. Johnson
City Manager

ATTEST:


Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:


Mark J. Doane
City Attorney

SAMMIS ROSEVILLE ASSOCIATES,
a California general partnership

By: Metropolitan Life Insurance Company, a
New York corporation, for and on
behalf of its Developmental Properties
Account (successor by merger to New
England Mutual Life Insurance
Company, a Massachusetts corporation,
for and on behalf of its Developmental
Properties Account)
Its: General Partner

By: AEW Real Estate Advisors,
Inc., a Massachusetts
corporation
Its: Asset Manager and
Advisor

By: 

Print Name: J. Christopher Meyer
Its: General Partner

MORRISON HOMES, INC.,
a Delaware corporation

By: _____
Robert E. Walter
Vice President

By: _____
Philip S. Bodem
Land Resources Manager

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 1999, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Allen E. Johnson
City Manager

ATTEST:

Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:

Mark J. Doane
City Attorney

SAMMIS ROSEVILLE ASSOCIATES,
a California general partnership

By: Metropolitan Life Insurance Company, a
New York corporation, for and on
behalf of its Developmental Properties
Account (successor by merger to New
England Mutual Life Insurance
Company, a Massachusetts corporation,
for and on behalf of its Developmental
Properties Account)
Its: General Partner

By: AEW Real Estate Advisors,
Inc., a Massachusetts
corporation
Its: Asset Manager and
Advisor

By: _____
Print Name: _____
Its: _____

MORRISON HOMES, INC.,
a Delaware corporation

By: _____
Robert E. Walter
Vice President

By: _____
Philip S. Boden
Land Resources Manager

BEAZER HOMES HOLDINGS CORP.,
a Delaware corporation

By: [Signature]
Print Name: Anthony R. Torso
Title: VP President

By: [Signature]
Print Name: Brendan O'Neill
Title: CFO

SIGNATURE PROPERTIES, INC., a
California corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

WOODCREEK DEVELOPMENT, LLC,
a Delaware limited liability company

By: Previti Realty Fund, L.P., a limited
partnership, Managing Member

By: Forecast Commercial Services,
Inc., a California corporation,
General Partner

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

RICHMOND AMERICAN HOMES OF
CALIFORNIA, INC., a Colorado corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**BEAZER HOMES HOLDINGS CORP.,
a Delaware corporation**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**SIGNATURE PROPERTIES, INC., a
California corporation**

By: _____
Print Name: James C. Ghielmetti
Title: President

By: _____
Print Name: James W. McKeehan
Title: V.P.

**WOODCREEK DEVELOPMENT, LLC,
a Delaware limited liability company**

By: Previti Realty Fund, L.P., a limited
partnership, Managing Member

By: Forecast Commercial Services,
Inc., a California corporation,
General Partner

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

**RICHMOND AMERICAN HOMES OF
CALIFORNIA, INC., a Colorado corporation**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**BEAZER HOMES HOLDINGS CORP.,
a Delaware corporation**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**SIGNATURE PROPERTIES, INC., a
California corporation**

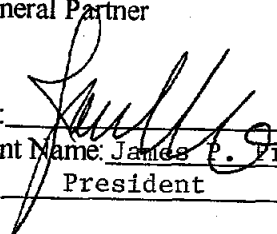
By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**WOODCREEK DEVELOPMENT, LLC,
a Delaware limited liability company**

By: Previti Realty Fund, L.P., a limited
partnership, Managing Member

By: Forecast Commercial Services,
Inc., a California corporation,
General Partner

By: 
Print Name: James P. Previti
Its: President

By: 
Print Name: Larry R. Day
Its: Sr. VP/Chief Legal Officer

**RICHMOND AMERICAN HOMES OF
CALIFORNIA, INC., a Colorado corporation**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

BEAZER HOMES HOLDINGS CORP.,
a Delaware corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

SIGNATURE PROPERTIES, INC., a
California corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

WOODCREEK DEVELOPMENT, LLC,
a Delaware limited liability company

By: Previti Realty Fund, L.P., a limited
partnership, Managing Member

By: Forecast Commercial Services,
Inc., a California corporation,
General Partner

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

RICHMOND AMERICAN HOMES OF
CALIFORNIA, INC., a Colorado corporation

By: Vin Souza 8.24.99
Print Name: VIN ROVER
Title: V.P. LAND & PLNG.

By: [Signature]
Print Name: AL KUSNICK
Title: PRESIDENT

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR
SAMMIS ROSEVILLE ASSOCIATES**

Parcels A, B, and C, as said Parcels are shown on the Map filed
August 16, 1993, in Book 27 of Parcel Maps, page 132, Official Records.

STATE OF CALIFORNIA

COUNTY OF PLACER

)
:
ss.
)

On this 22 day of October in the year of 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names 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.

WITNESS my hand and official seal.

Carolyn Parkinson

Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Second Amendment of Devel. Agmt. - Sammi's
Date of Document 10.18.99 Morrison
Beazer

Acknowledgment - All Purpose

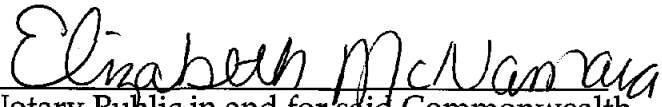
0902 0000 0001 0011

52

COMMONWEALTH OF MASSACHUSETTS]
COUNTY OF SUFFOLK] ss.
]

On September 8, 1999, before me, the undersigned, a Notary Public in and for said Commonwealth, personally appeared J. Christopher Meyer, personally known to me to be the person who executed the within instrument as a Vice President of AEW Real Estate Advisors, Inc., a Massachusetts Corporation, as duly authorized asset manager and advisor to Metropolitan Life Insurance Company, a Massachusetts corporation, the corporation therein named, pursuant to its bylaws or a resolution of its board of directors, and acknowledged to me that AEW Real Estate Advisors, Inc. executed the within instrument on behalf of Metropolitan Life Insurance Company as its free act and deed.

WITNESS my hand and official seal.


Notary Public in and for said Commonwealth

Elizabeth McNamara

My commission expires: February 2, 2001



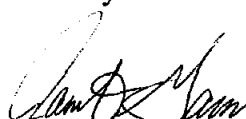
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On August 26, 1999, before me, Janet Garrison, Notary Public, personally appeared Robert E. Walter, personally known to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the Instrument the person, or the entity upon behalf of which the person acted, executed the Instrument.



WITNESS my hand and official seal.



Janet Garrison, Notary Public

OPTIONAL

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

CAPACITY CLAIMED BY SIGNER
DOCUMENT

____ Individual(s)
 X Corporate Officer(s)
____ Vice President
____ Partner(s) Title(s)
 Limited
 General
____ Attorney-In-Fact
____ Trustee(s)
____ Guardian/Conservator
____ Other: _____

DESCRIPTION OF ATTACHED

2nd Amend. of Dev. Agreement

Title or Type of Document

6

Number of Pages

Date of Document

SIGNER IS REPRESENTING:
{Name of person(s) or entity(ies)}

Morrison Homes, Inc.

Signer(s) Other Than Named Above

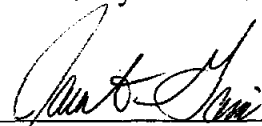
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On August 26, 1999, before me, Janet Garrison, Notary Public, personally appeared Philip S. Bodem, personally known to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the Instrument the person, or the entity upon behalf of which the person acted, executed the Instrument.



WITNESS my hand and official seal.



Janet Garrison, Notary Public

OPTIONAL

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

**CAPACITY CLAIMED BY SIGNER
DOCUMENT**

____ Individual(s)
X Corporate Officer(s)
____ Operations Manager
____ Title(s)
____ Partner(s) _____ Limited
____ General
____ Attorney-In-Fact
____ Trustee(s)
____ Guardian/Conservator
____ Other: _____

DESCRIPTION OF ATTACHED

2nd Amend. of Dev. Agreement

Title or Type of Document

6

Number of Pages

Date of Document

SIGNER IS REPRESENTING:
{Name of person(s) or entity(ies)}

Morrison Homes, Inc.

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Placer

} ss.

On August 23, 1999, before me, Kathy L. Alhady, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Anthony R. Tcho, Brendan J. O'Neill,
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Kathy L. Alhady
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

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

Signer Is Representing: _____

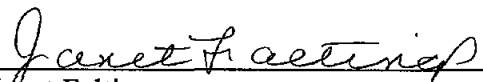
RIGHT THUMBPRINT OF SIGNER Top of thumb here
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.

On August 24, 1999, before me, Janet Faltings, Notary Public, personally appeared James C. Ghielmetti, personally known to me (~~or 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 executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Janet Faltings



STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.

On August 24, 1999, before me, Janet Faltings, Notary Public, personally appeared James W. McKeehan, personally known to me (~~or 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 executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Janet Faltings



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

SS.

On

9-22-99

Date

before me

Carrie B. Griffin

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

James P. Previti, Harry R. Day

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

WITNESS my hand and official seal.

Carrie B. Griffin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

CONTRA COSTA

SS.

On

AUGUST 24, 1999

Date

before me, JANE L. POLSON, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

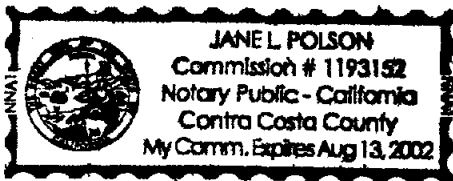
personally appeared

VIN ROVER AND A.A. KUSNICK

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Jane L. Polson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

DEV. AGREE - ROSEVILLE

Document Date:

Number of Pages:

6

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Richmond American Homes

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ORDINANCE NO. 3410

**ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE
SAMMIS ROSEVILLE ASSOCIATES, BEAZER HOMES HOLDINGS CORPORATION,
MORRISON HOMES, INC., SIGNATURE PROPERTIES, INC. AND WOODCREEK
DEVELOPMENT, LLC, 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 Second Amendment to Development Agreement with the Sammis Roseville Associates, Beazer Homes Holdings Corporation, Morrison Homes, Inc., Signature Properties, Inc., and Woodcreek Development, LLC, to alter and clarify provisions in the existing Development Agreement relating to the fee credits and environmental endowment fee.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement for the North Roseville Specific Plan, and makes the following findings:

1. The Second Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the North Roseville Specific Plan;
2. The Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Second Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Second Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The Second Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Second Amendment to Development Agreement.

SECTION 3. The Second Amendment to Development Agreement by and between the Sammis Roseville Associates, Beazer Homes Holdings Corporation, Morrison Homes, Inc., Signature Properties, Inc., and Woodcreek Development, LLC and the City of Roseville, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Second Amendment Development Agreement 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 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

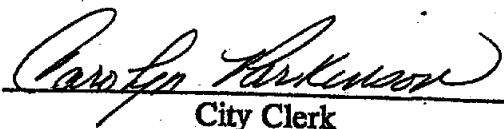
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three 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 15th day of September, 1999, by the following vote on roll call:

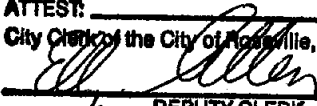
AYES	COUNCILMEMBERS:	Earl Rush, Claudia Camar, Randolph Graham, Harry Crabb
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	Dan Goodhart


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