



PLACER, County Recorder
JIM MCCAULEY

DOC- 2008-0006585-00

Thursday, JAN 31, 2008 09:12:34

NOC \$0.00!!

Ttl Pd \$0.00

Rcpt # 0001751554

J1f/JL/1-e

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383

(THIS SPACE RESERVED FOR RECORDER'S USE)

AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF
ROSEVILLE AND JOHN MOURIER CONSTRUCTION RELATIVE TO LONGMEADOW
PROPERTY

SM

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION RELATIVE TO THE LONGMEADOW PROPERTY

This Amendment to Development Agreement ("**Amendment**") is entered into this 16th day of January, 2008 by and between the CITY OF ROSEVILLE, a municipal corporation ("**City**"), and JOHN MOURIER CONSTRUCTION, INC., a California corporation, who agree as follows. (The City and Landowner are sometimes referenced herein collectively as the "**Parties.**")

RECITALS

A. City and John Mourier Construction, Inc., a California corporation ("**Landowner**") and Roseville Technology Park Associates, L.L.C., a California limited liability company entered into that certain Development Agreement Relative to the Longmeadow Property dated June 21, 2004 (the "**Development Agreement**"), recorded as Instrument No. 2004-0085396 in the Placer County Recorder's Office, which established certain development rights in certain real property (the "**Longmeadow Property**") located in Placer County, California, as more particularly described therein.

B. This Amendment amends the Development Agreement only as to that portion of the Longmeadow Property owned solely by Landowner, identified as Longmeadow Village 2, more particularly described as the Remainder Parcel on the Plat of "Longmeadow Village 1" filed as AA Book of Maps, Page 28 in the Placer County Recorder's Office.

C. On July 25, 2001, City and Mourier Land Investment Corporation, Inc. entered into that certain Development Agreement Relative to the North Roseville Specific Plan Phase III (Doctor's Ranch) (the "**Doctor's Ranch Development Agreement**"), recorded as Instrument No. 2001-0082051 in the Placer County Recorder's Office, which established, among other things, an obligation to provide a specified number of units of affordable housing, on the real property described in the Doctor's Ranch Development Agreement (the "**Doctor's Ranch Property**") as more particularly described therein.

D. On or about August 12, 2002, Mourier Land Investment Corporation conveyed the Doctor's Ranch Property to Landowner. Following said conveyance, Landowner became

the developer of the Doctor's Ranch Property for purpose of the Doctor's Ranch Development Agreement.

E. City and Landowner entered into that certain Affordable Purchase Housing Development Agreement dated March 2, 2005 (the "**Longmeadow APHDA**"), recorded as Instrument No. 2005-0030021 in the Placer County Recorder's Office, which required Landowner to provide twenty-two (22) units affordable for purchase to low-income and ten (10) units affordable for purchase to middle-income households within the portion of the Longmeadow Property described in the Longmeadow APHDA. As of the date of this Amendment, nineteen (19) units have been sold to low-income purchasers, and nine (9) units have been sold to middle-income purchasers, leaving a balance of three (3) units that remain to be sold to low-income households, and one (1) unit that remains to be sold to a middle-income household.

F. Concurrently with the execution and recordation of this Amendment, the City and the Landowner shall enter into an amendment to the Longmeadow APHDA (the "**Longmeadow APHDA Amendment**") and an amendment of the Doctor's Ranch Development Agreement (the "**Doctor's Ranch DA Amendment**"), pursuant to which Landowner's obligation to provide affordable housing within the Longmeadow Property shall be adjusted to account for the transfer of three (3) units affordable for purchase to middle-income households from the Doctor's Ranch Property to be fulfilled within the Longmeadow Property pursuant to the Longmeadow APHDA Amendment.

G. The City and Landowner desire to enter into this Amendment to amend the Longmeadow Development Agreement to accept the transfer of Landowner's obligation to provide three (3) units affordable for purchase to middle income households from the Doctor's Ranch Property to the Longmeadow Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to amend the Development Agreement as follows.

AGREEMENT

1. Amendment of Development Agreement. Section 2.6 of the Development Agreement is hereby amended to increase the required number of units affordable to middle-income households referenced therein from ten (10) units to thirteen (13) units.

2. Concurrent Execution and Recordation of Longmeadow APHDA Amendment and Doctor's Ranch DA Amendment. The Parties acknowledge and agree that this Amendment shall not be effective unless and until the Parties have executed the Longmeadow APHDA Amendment of even date herewith and the Doctor's Ranch DA Amendment of even date herewith. Upon the execution of this Amendment, the Longmeadow APHDA Amendment and the Doctor's Ranch DA Amendment, all three documents shall be recorded consecutively in the Placer County Recorder's Office.

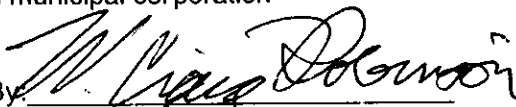
3. Ratification. Except as modified by this Amendment, the Development Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

4. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 4623, adopted by the Council of the City on the 16th day of January, 2008, and Landowner has caused this Amendment to be executed.

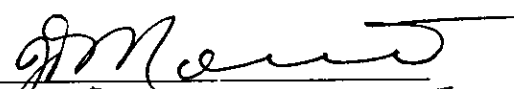
"CITY"

CITY OF ROSEVILLE,
a municipal corporation

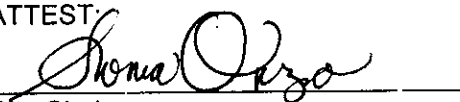
By: 
Name: W. Craig Robinson
Its: City Manager
Date: January 25, 2008

"LANDOWNER"

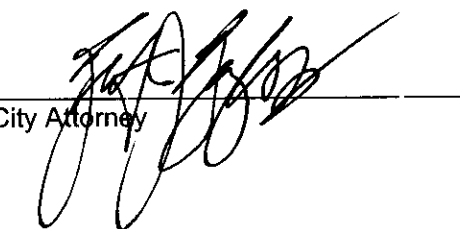
JOHN MOURIER CONSTRUCTION, INC.,
a California corporation

By: 
Name: John Mourier III
Its: President
Date: 1-21-08

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Placer

On 1-21-08
Date

before me, Karen Headley, a notary public,
Here Insert Name and Title of the Officer

personally appeared

John L. Mowner III
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

Karen Headley
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(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 28th day of January in the year of 2008, before me, Helen Dreyer, a Notary Public in and for said State, personally appeared W. Craig Robinson, who proved to me on the basis of satisfactory evidence 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.

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.

Helen Dreyer
Notary Public in and for said State



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

Title or Type of Document: AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION RELATIVE TO THE LONGMEADOW PROPERTY

Date of Document: January 16, 2008

Acknowledgment – All Purpose

ORDINANCE NO. 4623

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
LONGMEADOW PROPERTY, 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 to Development Agreement with John Mourier Construction, Inc.

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

SECTION 3. The First Amendment to Development Agreement by and between John Mourier Construction, Inc. and the City of Roseville, 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.

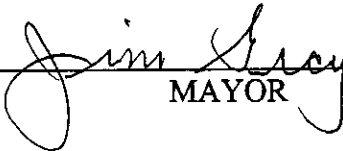
SECTION 4. The City Clerk is directed to record the executed First Amendment to Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

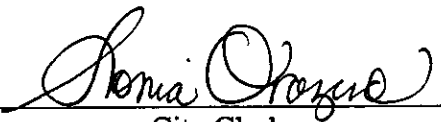
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 16th day of January, 20⁰⁸, by the following vote on roll call:

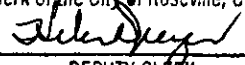
AYES COUNCILMEMBERS: Allard, Roccucci, Garcia, Garbolino, Gray
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK



PLACER, County Recorder

JIM MCCAULEY

DOC- 2008-0006584-00

Thursday, JAN 31, 2008 09:11:48

NOC \$0.00

Ttl Pd \$0.00

Rept # 0001751553

JLF/JL/1-a

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code 27383

(THIS SPACE RESERVED FOR RECORDER'S USE)

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND MOURIER LAND INVESTMENT CORPORATION
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN PHASE III (DOCTOR'S
RANCH)

SM

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND MOURIER LAND INVESTMENT
CORPORATION RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN
PHASE III (DOCTOR'S RANCH)**

This Third Amendment to Development Agreement ("**Amendment**") is entered into this 16th day of January, 2008, by and between the CITY OF ROSEVILLE, a municipal corporation ("**City**"), and JOHN MOURIER CONSTRUCTION, INC., a California corporation ("**Landowner**"), who agree as follows. (The City and Landowner are sometimes referenced herein collectively as the "**Parties**.")

RECITALS

A. City and Mourier Land Investment Corporation, a California corporation ("**Original Landowner**") entered into that certain Development Agreement Relative to the North Roseville Specific Plan Phase III (Doctor's Ranch) dated July 25, 2001 (the "**Original Development Agreement**"), recorded as Instrument No. 2001-0082051 in the Placer County Recorder's Office, which established certain development rights in certain real property located in Placer County, California, as more particularly described therein.

B. On July 5, 2002, the City and Original Landowner entered into that certain "First Amendment" to the Original Development Agreement, which First Amendment was recorded on July 11, 2002 in the Placer County Recorder's Office as Instrument No. 2002-0079682 (the "**First Amendment**").

C. On or about August 12, 2002, Original Landowner conveyed the Doctor's Ranch Property, as more particularly described in the Development Agreement, to Landowner. Following the conveyance of the Doctor's Ranch Property to Landowner, Landowner became the developer of the Doctor's Ranch Property for purpose of the Original Development Agreement as amended by the First Amendment.

D. On June 16, 2003, the City and Landowner entered into that certain "Second Amendment" to the Original Development Agreement, which Second Amendment was recorded on July 28, 2003 in the Placer County Recorder's Office as Instrument No. 2003-0123456 (the "**Second Amendment**"). The Original Development Agreement as amended by the First Amendment and further amended by the Second Amendment shall be collectively referenced herein as the "**Development Agreement**."

E. The Development Agreement requires the Original Landowner and its successors in interest to provide twenty-eight (28) units affordable for purchase to middle-income households. The Development Agreement provides that such affordable housing units shall be reserved within portions of the Doctor's Ranch Property, and shall be detached and/or attached single-family residential units.

F. Landowner has fulfilled its obligation with respect to providing twenty-five (25) of the twenty-eight (28) units affordable for purchase to middle-income households as is required under the Development Agreement, and fulfilled in NRSP WW-16. Landowner desires to transfer its obligation to provide the remaining three (3) units affordable for purchase to middle-income households within the Doctor's Ranch Property to Landowner's Longmeadow project within the City.

G. On June 21, 2004, City and Landowner and Roseville Technology Park Associates, L.L.C., a California limited liability company entered into that certain Development Agreement Relative to the Longmeadow Property dated June 21, 2004 (the "**Longmeadow Development Agreement**"), recorded as Instrument No. 2004-0085396 in the Placer County Recorder's Office, which established certain development rights in certain real property located in Placer County, California, as more particularly described therein (the "**Longmeadow Property**").

H. City and Landowner entered into that certain Affordable Purchase Housing Development Agreement dated March 2, 2005 (the "**Longmeadow APHDA**"), recorded as Instrument No. 2005-0030021 in the Placer County Recorder's Office, which requires the Landowner to provide twenty-two (22) units affordable for purchase to low-income households and ten (10) units affordable for purchase to middle-income households within the portion of the Longmeadow project, as more particularly described in the Longmeadow APHDA. As of the date of this Amendment, nineteen (19) units have been sold to low-income purchasers, and nine (9) units have been sold to middle-income purchasers, leaving a balance of three (3) units that remain to be sold to low-income households, and one (1) unit that remains to be sold to a middle-income household.

I. Concurrently with the execution and recordation of this Amendment, the City and the Landowner shall enter into an amendment to the Longmeadow APHDA (the "**Longmeadow APHDA Amendment**") and an amendment of the Longmeadow Development Agreement (the "**Longmeadow DA Amendment**"), pursuant to which Landowner's obligation to provide affordable housing within the Longmeadow Property shall be adjusted to account for the transfer of three (3) units affordable for purchase to middle-income households from the Doctor's Ranch Property to be fulfilled within the Longmeadow Property pursuant to the Longmeadow APHDA Amendment.

J. The City and Landowner desire to enter into this Amendment to amend the Development Agreement to transfer Landowner's obligation to provide the remaining three (3) units affordable for purchase to middle income households within the Doctor's Ranch Property as required by the Development Agreement to the Longmeadow Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to amend the Development Agreement as follows.

AGREEMENT

1. Amendment of Development Agreement. Section 2.6 of the Development Agreement is hereby amended to reduce the required number of units affordable to middle-income households referenced therein from twenty-eight (28) units to twenty-five (25) units. As a result of the reduction of required affordable units for middle-income households referenced in the preceding sentence, the City acknowledges and agrees that Landowner has fulfilled all obligations under Section 2.6 to provide units affordable for purchase by middle-income households.

2. Concurrent Execution and Recordation of Longmeadow APHDA Amendment and Longmeadow DA Amendment. The Parties acknowledge and agree that this Amendment shall not be effective unless and until the Parties have executed the Longmeadow APHDA Amendment of even date herewith and the Longmeadow DA Amendment of even date herewith. Upon the execution of this Amendment, the Longmeadow APHDA and the Longmeadow DA Amendment, all three documents shall be recorded consecutively in the Placer County Recorder's Office.

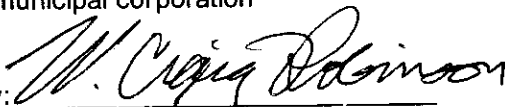
3. Ratification. Except as modified by this Amendment, the Development Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

4. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 4622, adopted by the Council of the City on the 16th day of January, 2008, and Landowner has caused this Amendment to be executed.

"CITY"

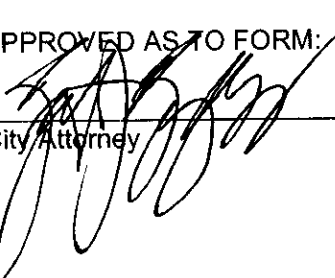
CITY OF ROSEVILLE,
a municipal corporation

By: 
Name: W. Craig Robinson
Its: City Manager
Date: January 25, 2008

ATTEST:

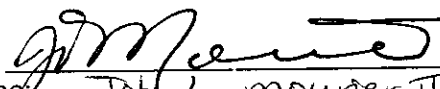

City Clerk

APPROVED AS TO FORM:


City Attorney

"LANDOWNER"

JOHN MOURIER CONSTRUCTION, INC.,
a California corporation

By: 
Name: John L. Mourier III
Its: President
Date: 1-21-08

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Placer

On

1-21-08

Date

before me,

Karen Headley, a notary public,

Here Insert Name and Title of the Officer

personally appeared

John L. Mowrer III

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

Karen Headley

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(s)

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

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

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 28th day of January in the year of 2008, before me, Helen Dreyer, a Notary Public in and for said State, personally appeared W. Craig Robinson, who proved to me on the basis of satisfactory evidence 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.

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.

Helen Dreyer
Notary Public in and for said State



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

Title or Type of Document: THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER LAND INVESTMENT CORPORATION RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN PHASE III (DOCTOR'S RANCH)

Date of Document: January 16, 2008

Acknowledgment – All Purpose

ORDINANCE NO. 4622

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
NORTH ROSEVILLE SPECIFIC PLAN PHASE III (DOCTOR'S RANCH.), 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 Third Amendment to Development Agreement with John Mourier Construction, Inc.

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

1. The Third 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 Third Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Third Amendment to Development Agreement is in conformance with the public healthy, safety and welfare;
4. The Third Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The Third Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The Third Amendment to Development Agreement by and between John Mourier Construction, Inc. and the City of Roseville, 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 4. The City Clerk is directed to record the executed Third Amendment to 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.

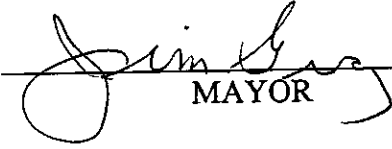
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 16th day of January, 2008, by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Roccucci, Garcia, Garbolino, Gray

NOES COUNCILMEMBERS: None

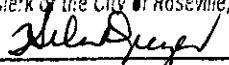
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

(The foregoing instrument is a correct copy of the original on file in this office.)

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK