

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

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

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PLACER, County Recorder

JIM MCCAULEY

DOC- 2009-0037209-00

Tuesday, MAY 05, 2009 10:52:20

NOC \$0.00

Ttl Pd \$0.00 RECEIVED Rept # 0001916352

JUN 25 2009

Planning & Redevelopment
Department

(This Space Reserved for Recorder's Use)

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AS ASSIGNEE OF 1600 PLACER INVESTORS, LP RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

This Second Amendment of Development Agreement ("Amendment") is entered into this 18th day of March, 2009, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and PL ROSEVILLE LLC, a California limited liability company ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Developer's predecessor in interest, 1600 Placer Investors, LP ("1600 Placer") and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on February 23, 2004, and recorded on May 28, 2004, in the Official Records of Placer County as Instrument No. 2004-0069488 which Development Agreement 1600 Placer assigned to Developer pursuant to that certain Assignment and Assumption Agreement of Development Agreement Relative to the West Roseville Specific Plan dated as of March 21, 2005, and recorded March 21, 2005, as Document No. 2005-0032912 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 Development Agreement.

B. City and 1600 Placer entered into the Development Agreement relative to development within a portion of the West Roseville Specific Plan Area ("Specific Plan", "WRSP" or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property").

C. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (*Catalano v. Roseville* and *Defenders of Wildlife v. Norton*) imposed additional conditions on the WRSP that require implementation through amendment of the Development Agreement.

D. On April 17, 2006, City and Developer entered into the First Amendment to the Development Agreement which amendment was recorded in the Official Record of Placer County, California on April 20, 2006, as Instrument No. 2006-0042921.

E. This Second Amendment amends the Development Agreement. It affects the Property, as described in Exhibit "A" and Exhibit "B" attached to the Development Agreement, and shall run with the land.

F. The 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 and exhibits of the Development Agreement are hereby amended as follows:

a. **TABLE OF CONTENTS.** The following entries are added to the Table of Contents:

- "3.5.3.3 Blue Oaks Boulevard (Off-site)
- 3.5.3.4 Westside Drive
- 3.5.23 Traffic Benefit Fee
- 3.14.14 University Endowment"

b. **REVISED SECTION 2.2.** The summary table of Section 2.2 ("Vested Entitlements") is revised as follows:

"Low Density Residential	2,437 units on 547.9 Net Acres
Low Density Residential (age-restricted)	704 units on 146.9 Net Acres
Medium Density Residential	0 units on 0 Net Acres
High Density Residential	460 units on 24.2 Net Acres
Community Commercial	4.4 Net Acres
General Industrial	35.1 Net Acres
Light Industrial	75.1 Net Acres
Business Professional	9.9 Net Acres
Park	42.8 Net Acres
Open Space	351.0 Net Acres
Open Space (paseo)	8.8 Net Acres
Schools	38.8 Net Acres
Treatment Plan Expansion	15.0 Net Acres
Water Tank Site	5.1 Net Acres
Well Sites	0.5 Net Acres
Other Public (right of way)	51.6 Net Acres
Village Center	
High Density Residential	397 units on 22.4 Net Acres

Medium Density Residential	387 units on 46.1 Net Acres
Community Commercial	40 units and 14.5 Net Acres
Park	13.8 Net Acres
Church	10.8 Net Acres
Other Public (right of way)	13.1 Net Acres"

c. REVISED SECTION 2.6. The second sentence of the first paragraph of Section 2.6 is revised in its entirety to read as follows:

"In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 443 units affordable to very low, low and middle-income households."

d. REVISED SECTION 2.6.1. Section 2.6.1 is revised in its entirety to read as follows:

"2.6.1 Affordable Purchase Residential Units. Developer agrees that 85 units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers

<< ----- DELETE EXISTING TABLE ----- >>

within Parcel W-19 in Phase 4. Such units shall be distributed throughout the parcel."

e. REVISED SECTION 2.6.2.1. Section 2.6.2.1 is revised in its entirety to read as follows:

"2.6.2.1 Affordable Obligation. Developer agrees that 358 affordable rental units will be reserved within the Property, including 179 units for rental to very low income households and 179 units for rental to low income households as follows:

Parcel	Total Units in Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
Parcel W-25 (senior)	232	150	75	75
Parcel W-16	208	208	104	104
Totals		358	179	179

f. REVISED SECTION 2.6.4. Section 2.6.4 is revised in its entirety to read as follows:

“2.6.4 Masonry Wall Installation. Developer, at its expense shall install a six-foot (6') masonry wall along the northern and western edges of Parcel W-16 at such time that Landowner develops the single-family parcels (W-13A & W-13B, if the development of Parcels W-13A & W-13B occurs prior to the development of Parcel W-16.”

g. REVISED SECTION 3.5.3.1. The second paragraph of Section 3.5.3.1 is revised in its entirety to read as follows:

“Consistent with the Phasing Plan, Developer shall realign and reconstruct segments of existing Phillip Road off-site consistent with Exhibit “I” and the Phasing Plan. The portion of Phillip Road north of the Pleasant Grove Wastewater Treatment Plant (“Phillip Road North”) shall be constructed in conjunction with the Blue Oaks Boulevard (Off-site) improvements described in Section 3.5.3.3 herein.”

h. NEW SECTION 3.5.3.3. Section 3.5.3.3 is added in its entirety to read as follows:

“3.5.3.3 Blue Oaks Boulevard (Off-site). The southerly half of Blue Oaks Boulevard from the westerly boundary line of the Fiddymment Property as show in Exhibit “E” to the intersection of Westside Drive (“Blue Oaks Boulevard (Off-site)”) shall be constructed in accordance with the Infrastructure Phasing Plan, Exhibit “E”, provided that the Blue Oaks Boulevard (Off-site) improvements and the Phillip Road North improvements shall be constructed with Fiddymment Ranch’s Phase 3 development or Westpark’s Phase 4 development, whichever occurs first.”

i. NEW SECTION 3.5.3.4. Section 3.5.3.4 is added in its entirety to read as follows:

“3.5.3.4 Westside Drive. Westside Drive shall be dedicated as an irrevocable offer of dedication (IOD) on the Large Lot Final Map for Phases 3 & 4. Westside Drive shall be constructed to its ultimate 6-lane roadway width, including median landscaping, travel lanes, bike lanes, curb, gutter, sidewalks, joint utilities and landscape corridors. Developer shall also construct the underground conduits supporting the future installation of four (4) traffic signals. The four signal locations shall be at the intersections at each end of Westside Drive (Blue Oaks Blvd and Pleasant Grove Blvd.) and at the intersection entrances to W-17a and W-18a. City shall reimburse Developer for the additional interior two-lanes, and traffic signal conduits (“Eligible Improvements”) constructed in Phase 3 for Westside Drive. City shall reimburse Developer based on actual costs and the City and Developer shall enter into a Reimbursement Agreement prior to the approval of the improvement plans for the Eligible

Improvements. The Eligible Improvements in Phase 4 shall be reimbursed in the form of Fee Credits against the City's current Traffic Mitigation Fee. Developer and City agree to meet prior to September 1, 2009 in which Developer shall provide a proposal for the Eligible Improvement costs attributable to Westside Drive in Phase 4. City and Developer shall use reasonably commercial best efforts to reach agreement prior to December 31, 2009 on the Fee Credit amount for the Phase 4 Westside Drive Eligible Improvements. Developer, or Assignee, shall immediately be eligible to utilize said Fee Credits at Building Permit issuance and upon City's consent to the Fee Credit.

j. NEW SECTION 3.5.23. Section 3.5.23 is added in its entirety to read as follows:

"3.5.23 Traffic Benefit Fee. Any residential units approved beyond the original unit cap of 4,260 shall be subject to the City's Traffic Benefit Fee of \$5,000 per unit. This fee shall be applied to the additional units within the WestPark portion of the West Roseville Specific Plan. City acknowledges that Developer may not construct all additional units approved; Developer shall pay fees only for final mapped units recorded on a cumulative basis above 4,260 units in accordance with the following:

The Traffic Benefit Fee shall be paid to City following approval of the Small Lot Tentative Map for any Tentative Map approval within Phase 4, in which said approval results in the total number of approved units exceeding 4,260, or a previously approved unit count exceeding 4,260. City shall request a lump sum payment from Developer for the number of units approved exceeding 4,260 or a prior amount approved which exceeds 4,260. Developer shall submit payment within thirty (30) days of said request."

k. REVISED SECTION 3.12. Section 3.12 is revised in its entirety to read as follows:

"3.12. Parks and Open Space. Developer shall dedicate to City certain active park land (54.6 acres) and open space lands (258.5 acres), pay fees for construction of park improvements, paseo improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "DD"."

l. REVISED SECTION 3.12.1. Section 3.12.1 is revised in its entirety to read as follows:

"3.12.1 Park and Open Space Dedications. Developer shall dedicate to City a total of 54.6 acres of parkland, 8.0 acres open space paseo and 350.5 acres of open space. The following six (6) park parcels, four (4)

open space paseo parcels, and three (3) open space parcels shall be dedicated to City as described below and shown in Exhibit "DD":

1. A 20.2 net acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel W-50;
2. A 4.7 acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-51;
3. A 7.9-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-52;
4. A 9.6-acre, more or less, portion of the Property for the purpose of a public park in the Village Center, as shown as Parcel W-53;
5. A 4.0-acre, more or less, portion of the Property for the purpose of a public park (known as the Village Green) in the Village Center, as shown as Parcel W-54;
6. A 8.2-acre, more or less, portion of the Property for the purpose of a public park, as shown as Parcel W-55;
7. A 1.1-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-85;
8. A 3.1 acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-87;
9. A 1.5-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-88;
10. A 2.3-acre, more or less, portion of the Property for the purpose of an open space paseo, as shown as Parcel W-89.
11. A 267.0-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel W-81;
12. A 5.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of flood plain, wetland habitat and open space, shown as Parcel W-82; and
13. A 78.3 acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks),

and preservation of flood plain, wetland habitat and open space, shown as Parcel W-83.

Upon request of City, Developer shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded.

To mitigate the shortage of 1.2 park acres resulting from the land plan changes associated with this Second Amendment of the Development Agreement (DA-000022), Parcels W-50 and W-51 shall be rough graded by Developer at its expense prior to acceptance by the City. Rough grading shall be comprised of contour grading to drain, with a tolerance of +/- 0.50 feet, per a City-approved rough grading plan.”

m. REVISED SECTION 3.12.5.1. Section 3.12.5.1 is revised in its entirety to read as follows:

“3.12.5.1 Paseo Facilities. Construction of paseos consists of construction of Class 1 bike trails and landscaping, consistent with design concepts contained in the Specific Plan and Design Guidelines. Developer shall construct paseos at the time small lot subdivisions are constructed as follows:

a. Construction of Paseo W-85 shall be the obligation of residential Parcel W-12;

b. Construction of Paseo W-87 shall be the obligation of residential Parcels W-15A & W-15B and business professional Parcel W-63, whichever shall develop first;

c. Construction of Paseo W-88 shall be the obligation of residential Parcel W-5; and

d. Construction of Paseo W-89 shall be the obligation of residential Parcel W-4.

Such paseo improvements shall be part of the paseo fee. Developer, shall therefore, upon completion of construction, be entitled to a reimbursement for the cost of construction of paseo facilities but not to exceed the costs specified in the Parks Financing Plan. Developer’s right to reimbursement shall be limited to the amount of paseo fees actually collected. However, paseo fees collected for the eliminated paseo W-84 as shown in the Parks Financing Plan shall instead be applied toward open space bike trail construction.”

n. REVISED SECTION 3.12.7. Section 3.12.7 is revised in its entirety to read as follows:

“3.12.7. Construction and Timing of Bikeway Improvements. Bikeways shall be constructed as shown on Exhibit “FF” and the Bicycle Master Plan consistent with the Phasing Plan. Developer shall construct bikeways within subdivisions with subdivision improvements. Bikeways within roadway rights-of-way shall be constructed with construction of roadway improvements. Bikeways within park sites shall be constructed with development of the park site. All other bike trail connections shall be the responsibility of the City unless City requests that Developer construct said bike trail improvement or conditions the development of an adjacent project to complete said section, in which case Developer shall be entitled to reimbursement from City of the actual costs of constructing such improvements in accordance with Section 3.12.6.

Developer shall construct bike trails in Phases 3 and 4 at the time small lot subdivisions are constructed, as follows:

a. Phase 3A – the portion of trail connecting Westside Drive to the end of the bike trail improvements for Phase 2 shall be constructed in conjunction with the first subdivision improvements for W-15A or W-15B, whichever occurs first.

b. Phase 3B – the portion of trail from Westside Drive to the western boundary of W-13A shall be constructed in conjunction with the first subdivision improvements for W-13A, W-13B or W-13C, whichever occurs first.

c. Phase 4A – the portion of trail from W-13B to W-17C shall be constructed in conjunction with the subdivision improvements for W-17C.

d. Phase 4B – the portion of trail from W-17C to the northern boundary of W-18C shall be constructed in conjunction with the subdivision improvements for W-18C.

e. Phase 4C – the portion of trail from W-18C to Westside Drive shall be constructed in conjunction with the subdivision improvements for W-18B.”

o. NEW SECTION 3.14.18. Section 3.14.18 is added in its entirety to read as follows:

“3.14.18 Community Benefit Fee #2. Any residential units approved beyond the original unit cap of 4,260 shall be subject to a Community Benefit Fee #2 of \$3,500 per unit. This fee shall be applied to the additional units within the WestPark portion of the West Roseville Specific Plan. City acknowledges that Developer may not construct all additional units approved; Developer shall pay fees only for final mapped units recorded on a cumulative basis above 4,260 units in accordance with the following:

The Community Benefit Fee #2 shall be paid to City following approval of the Small Lot Tentative Map for any Tentative Map approval within Phase 4, in which said approval results in the total number of approved units exceeding 4,260, or a previously approved unit count exceeding 4,260. City shall request a lump sum payment from Developer for the number of units approved exceeding 4,260 or a prior amount approved which exceeds 4,260. Developer shall submit payment within thirty (30) days of said request.”

p. REVISION TO ARTICLE 10. The contact information for Developer under Article 10 is revised as follows:

“PL Roseville, LLC
c/o Pulte Homes/Del Webb
4196 Douglas Blvd. Suite 100
Roseville, California 95661
Attention: Chris Cady”

q. REVISED EXHIBITS. The exhibits attached to the Development Agreement are proposed to be deleted and replaced by new exhibits attached to this Amendment as follows:

Exhibit C – Land Use Plan
Exhibit D – Affordable Housing Sites
Exhibit E – Phasing Plan
Exhibit K – Traffic Signals
Exhibit DD – Parks and Open Space
Exhibit FF – Bikeway Improvements

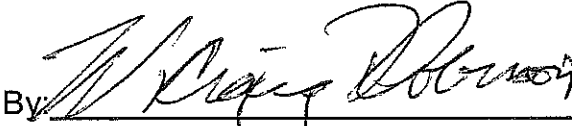
2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Amendment of the Development Agreement is consistent with the General Plan and the West Roseville Specific Plan.

3. AMENDMENT. This Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.


4. FORM OF AMENDMENT. This 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 Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 4723, adopted by the Council of the City of Roseville on the 18th day of March, 2009.

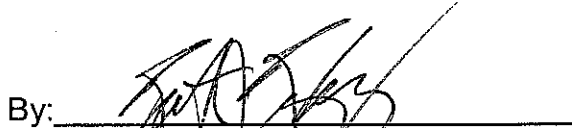
CITY OF ROSEVILLE,
a municipal corporation

By: 
W. Craig Robinson
City Manager

ATTEST:

By: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:


By: 
Brita J. Bayless
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
Paul Richardson
Planning & Redevelopment Director

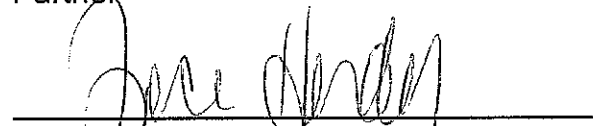
PL ROSEVILLE, LLC, a California limited
liability company

By: PULTE HOME CORPORATION, a
Michigan corporation, its Managing Member

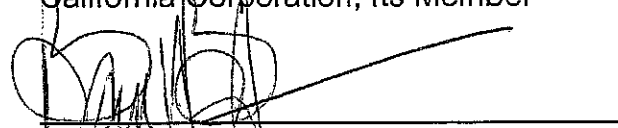

Gregory S. Van Dam
Authorized Agent

CENTEX HOMES, a Nevada General
Partnership, Its Member

By: Centex Real Estate Corporation, a
Nevada Corporation, its Managing General
Partner


Trece Herder
Authorized Agent

LENNAR HOMES of CALIFORNIA INC., a
California Corporation, Its Member


Brian W. Bombeck
Authorized Agent

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

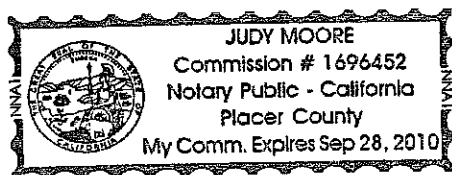
State of California

County of Placer }

On March 24, 2009 before me, Judy Moore, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared W. Craig Robinson
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 Judy Moore
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: Second Amendment of Development Agreement

Document Date: _____ Number of Pages: _____

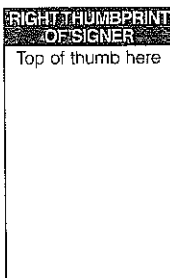
Signer(s) Other Than Named Above: _____

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: _____

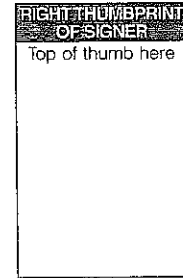
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



STATE OF CALIFORNIA)
)
COUNTY OF PLACER)

On 3/13/09, before me, **Jennifer A. Mitchell**, Notary Public, personally appeared Trene Herder, 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/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: Jennifer A Mitchell



Exhibit C Land Use Plan

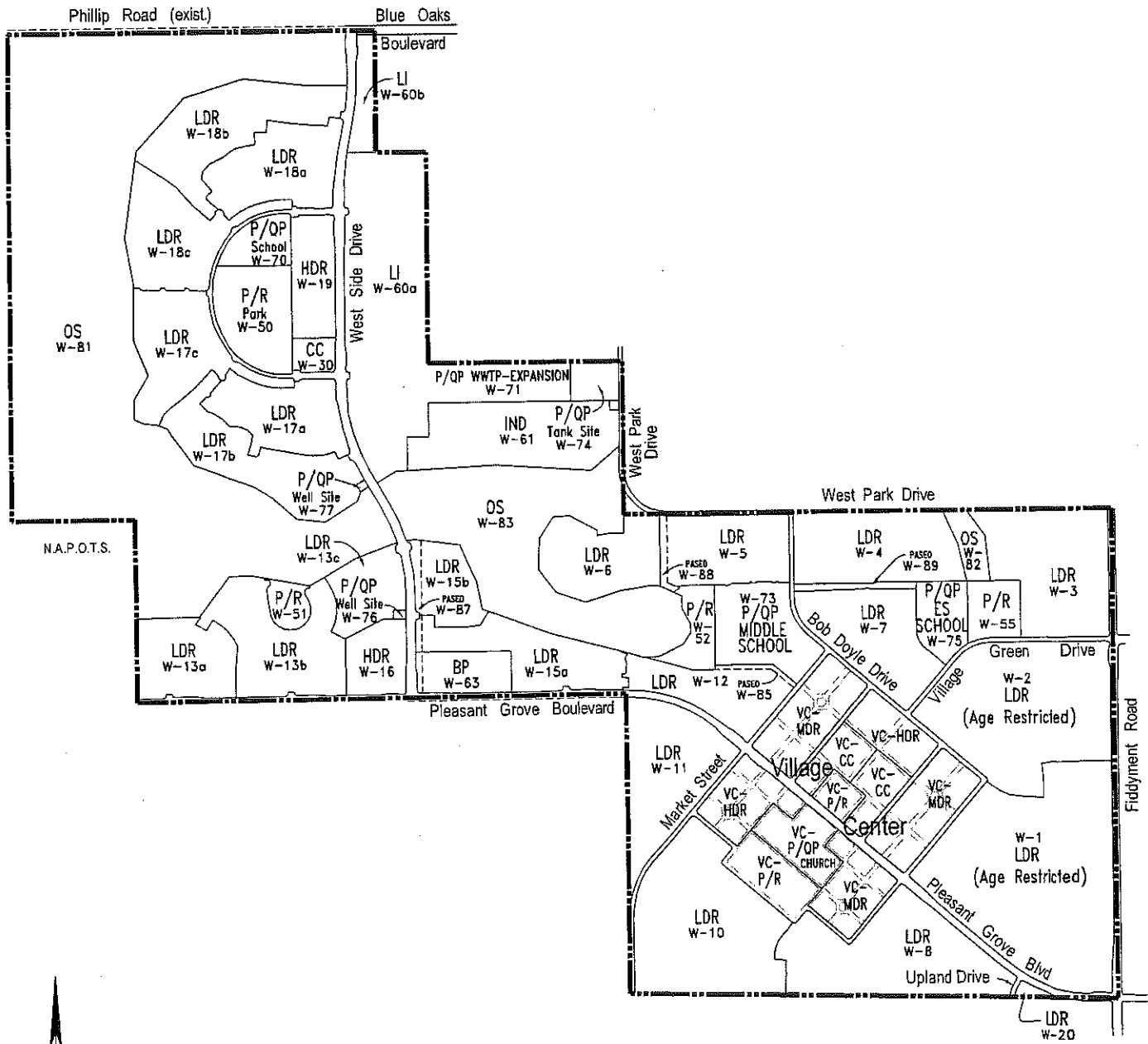


Exhibit K Traffic Signals

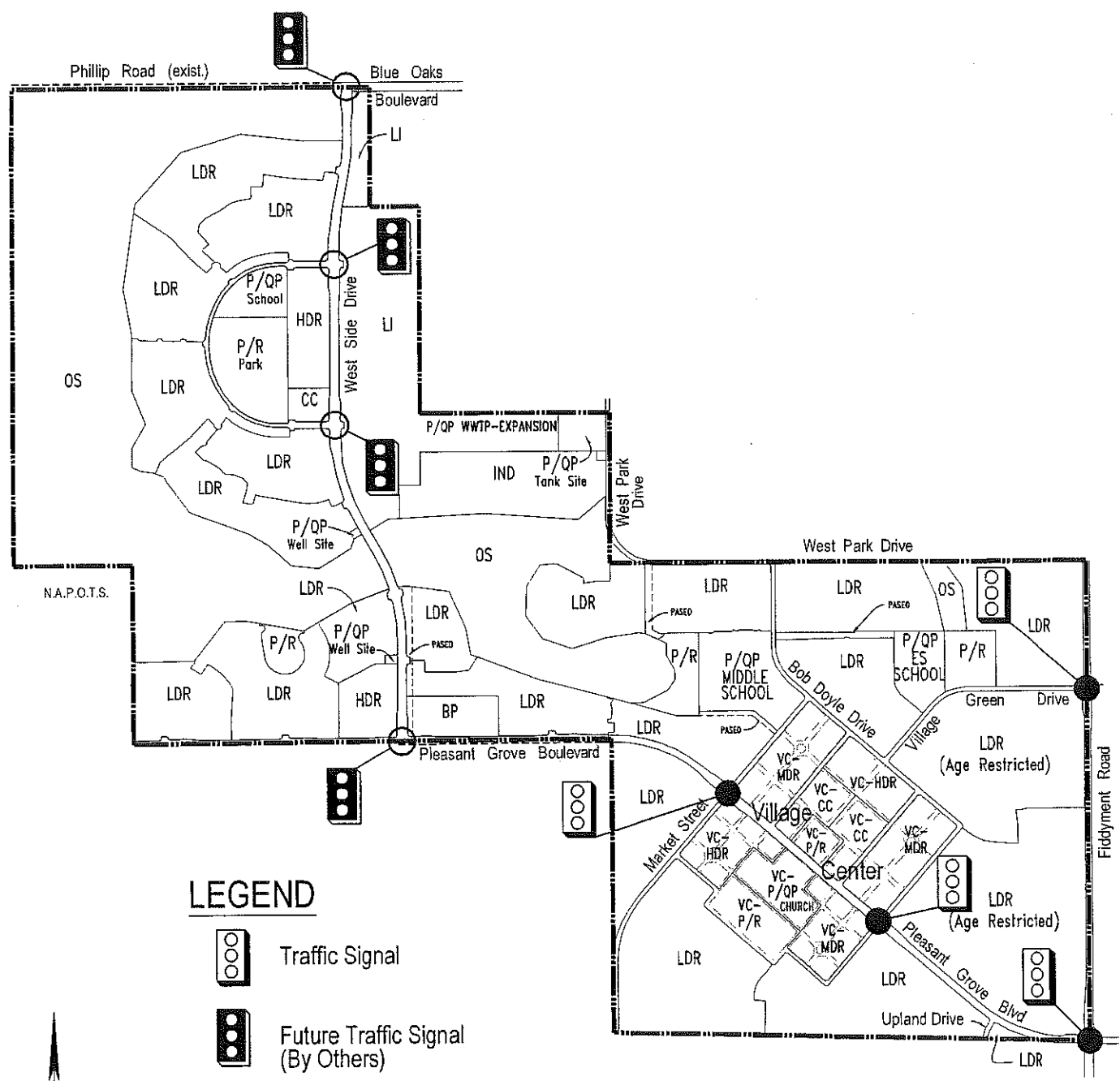


Exhibit DD Parks and Open Space

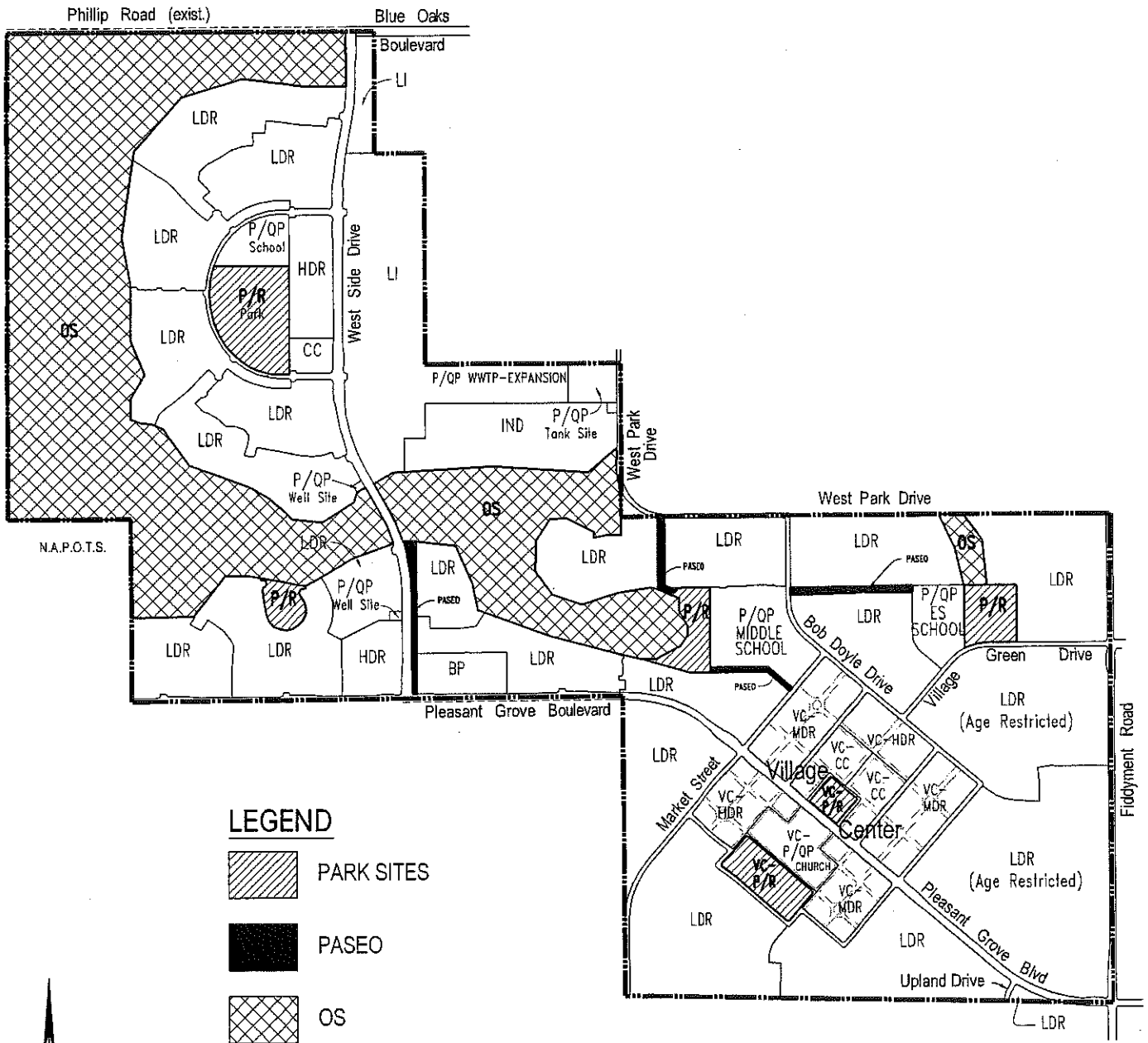
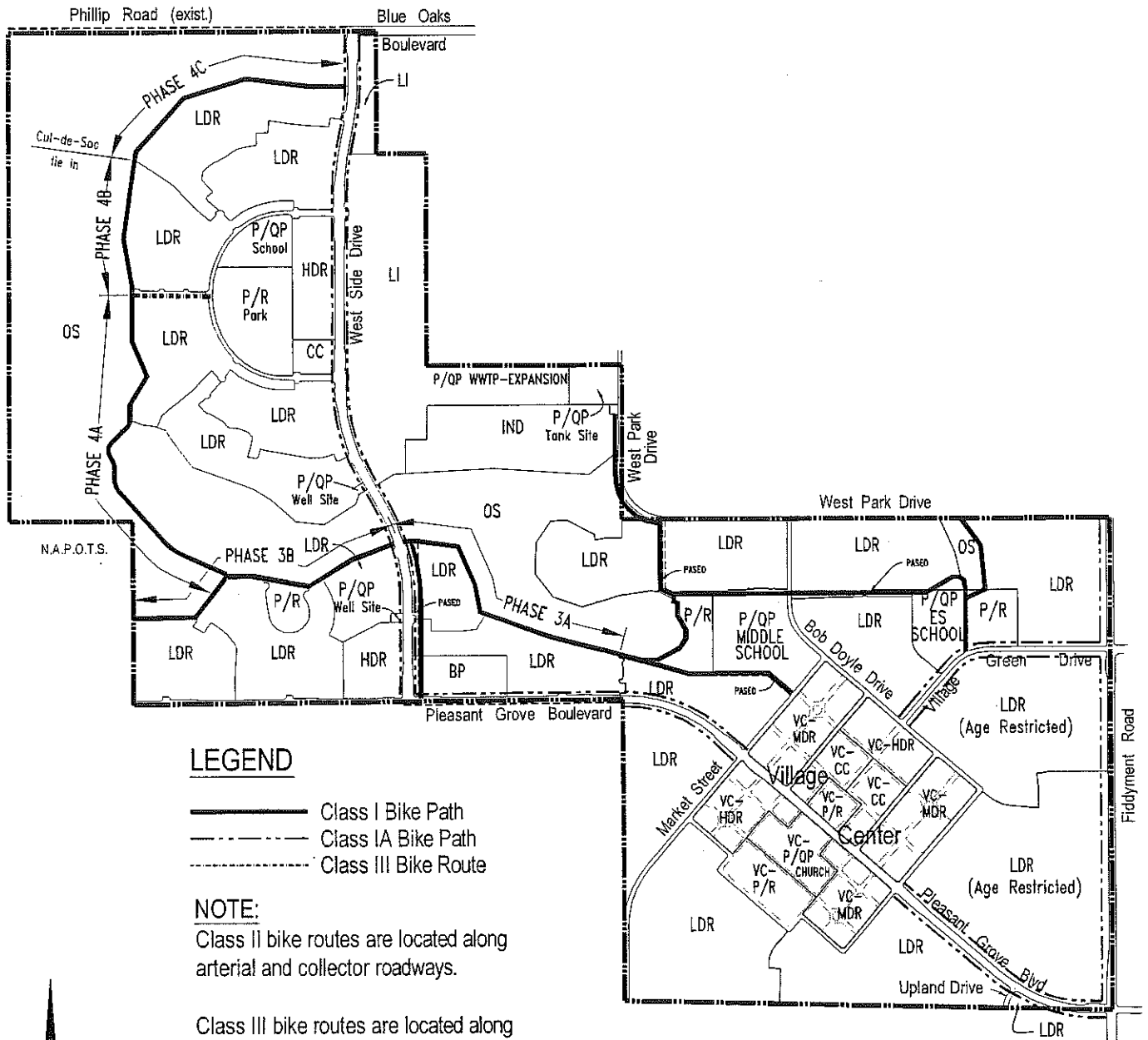


Exhibit FF Bikeway Improvements



LEGEND

- Class I Bike Path
- Class IA Bike Path
- Class III Bike Route

NOTE:
Class II bike routes are located along arterial and collector roadways.

Class III bike routes are located along primary residential streets or as shown.



ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
THE WEST ROSEVILLE 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 Second Amendment to Development Agreement by and between the City of Roseville and PL Roseville, LP (hereinafter, the "Second Amendment to Development Agreement").

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, 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 West 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 PL Roseville, LP 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 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 18th day of March, 2009, by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Gray, Garcia, Garbolino

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Roccucci




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

