

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



PLACER, County Recorder

JIM MCCAULEY

DOC- 2013-0082173-00

TUESDAY, AUG 20, 2013 9:36:51

MIC \$0.00 | AUT \$0.00 | SBS \$0.00

ERD \$0.00 | RED \$0.00 | * \$0.00

ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02302811

clk8bh58j1/GV/1-22

(THIS SPACE RESERVED FOR RECORDER'S USE)

FOURTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE, WEST ROSEVILLE, LLC, KB HOME SACRAMENTO, INC. AND
MERITAGE HOMES OF CALIFORNIA, INC., AS ASSIGNEES OF PL ROSEVILLE, LP
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

6/

**FOURTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE, WEST ROSEVILLE, LLC,
KB HOME SACRAMENTO, INC. AND MERITAGE HOMES OF
CALIFORNIA, INC.,
AS ASSIGNEES OF PL ROSEVILLE, LP
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Fourth Amendment of Development Agreement ("Fourth Amendment") is entered into this 17th day of July, 2013, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and WEST ROSEVILLE, LLC, a California limited liability company ("West Roseville"), and KB HOME SACRAMENTO, INC., a California corporation ("KB"), and MERITAGE HOMES OF CALIFORNIA, INC., a California corporation (collectively, "Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Developer's first 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 Document No. 2004-0069488, which Development Agreement 1600 Placer assigned to PL Roseville, LP ("PL Roseville") 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. The Development Agreement governs a portion of the West Roseville Specific Plan Area ("Specific Plan", "WRSP" or "Plan Area"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property") Plan Area.

B. 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.

C. On April 17, 2006, City and PL Roseville entered into the First Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on April 20, 2006, as Document No. 2006-0042921.

D. On March 18, 2009, City and PL Roseville entered into the Second Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on May 5, 2009, as Document No. 2009-0037209.

E. On January 5, 2011, City and West Roseville entered into the Third Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on April 5, 2012, as Document No. 2012-0030092.

F. This Fourth Amendment affects Phases 3 and 4 of the Property (the "Fourth Amendment Property"), as described in Exhibit "A" and Exhibit "B" attached to this Fourth Amendment, and shall run with the land described in Exhibits "A" and "B" hereto.

G. The Fourth Amendment establishes a funding mechanism and traffic impact fee program for the construction of certain on-site and off-site road and utility improvements for Blue Oaks Boulevard and Westpark Drive (formerly Phillip Road) as described as Segments 1 through 5 in Exhibit "C" attached hereto to this Fourth Amendment, and redefines the construction obligations for said improvements.

H. The Fourth 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. REVISED SECTION 3.5.2. Section 3.5.2. is revised in its entirety to read as follows:

"3.5.2 Arterial Roadways. Upon demand of the City, Developer shall dedicate all necessary rights-of-way and shall construct roadway improvements for the arterial roadways as shown in Exhibit "G", attached hereto, except for Blue Oaks Boulevard, the construction obligation for

which is set forth in Section 3.5.3.3 below. Arterial roadways on the Property include Fiddymment Road, Blue Oaks Boulevard, Pleasant Grove Boulevard and Westbrook Boulevard (West Side Drive). City and Developer acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Phasing Plan. Unless specifically identified in this Agreement, Developer shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required roadway improvement.

The phasing and improvements required for each arterial are shown on Exhibit "G" as described in the Phasing Plan, Exhibits "E" and "H".

b. REVISED SECTION 3.5.3.1. Section 3.5.3.1 is revised in its entirety to read as follows:

"3.5.3.1 Westpark Drive (formerly Phillip Road). Developer's cost obligation set forth in this Section 3.5.3.1 for Westpark Drive (and further described as Segment 5 in Exhibit "C" attached to this Fourth Amendment) shall be paid by Developer through a Westpark Drive off-site road fee (the "Westpark Drive Off-Site Road Fee") applied to all Low Density Residential ("LDR") and Medium Density Residential ("MDR") building permits in Phases 3 and 4 of the Property, and dedicated to the Westpark Drive off-site improvements described in this Section 3.5.3.1. Developer agrees to pay to City a fee of \$300.00 per LDR or MDR building permit in Phase 3 of the Property and \$365 per LDR or MDR building permit in Phase 4 of the Property for the Westpark Drive Off-Site Road Fee. If after the date of the Fourth Amendment there is an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Westpark Drive Off-Site Road Fee shall be adjusted annually based upon the Engineering News Record, Construction Cost Index for the United States average of 20-cities and San Francisco (CCI). Developer and Fiddymment shall each be responsible for fifty percent (50%) of the construction cost of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant, both shares of which will be paid through the Westpark Drive Off-Site Road Fee.

The City may elect to construct Westpark Drive at any time it deems necessary to serve the Plan Area in its sole and absolute discretion. The City may require acceleration of the payment by West Roseville of Developer's share of the Westpark Drive Off-Site Road Fee upon the construction of Segment 2 of Blue Oaks Boulevard (as shown in Exhibit "C" attached to this Fourth Amendment), from the westerly property line of the Fiddymment property to the intersection of Westpark Drive (the "Prepayment Event"). The foregoing notwithstanding, the obligation to prepay Developer's share of the Westpark Drive Off-Site Road Fee rests with West Roseville only and shall not be binding upon future owners of Phase 3 of the Property or run with the land for Phase 3 of the Property. Rather, the obligation of the Phase 3 property owner(s) to pay the Westpark Drive Off-Site Road Fee shall be limited to the obligation to pay the Westpark Drive Off-Site Road Fee of \$300.00 per LDR or MDR building permit, as adjusted by the CCI as provided herein, at the time of issuance of each LDR or MDR building permit.

At such time as the City elects to cause construction of Westpark Drive regardless of the status of fees collected, the City shall provide West Roseville with six (6) months advance written notice of its intent to call for the outstanding balance of the fee to be paid by West Roseville. The City shall indicate in the notice the date on which the balance of the fee shall be due. During this six month period, the City shall continue to collect the Westpark Drive Off-Site Road Fee. The amount due from West Roseville for the balance of the Westpark Drive Off-Site Road Fee shall be determined by subtracting the then total amount of fees that have been paid to date by development of the Property from the total fee obligation of the Property (the "Westpark Drive Fee Prepayment"). In the event that the Westpark Drive Fee Prepayment is not received by City as of the date referenced in the notice to pay, the City may withhold all further inspections and further issuance of permits within Phase 4 until such time as the payment is received by City.

In the case a Prepayment Event has occurred and West Roseville has paid the balance of the fee as set forth herein, the City shall continue to collect the Westpark Drive Off-Site Road Fee on all LDR and MDR units in Phases 3 and 4 of the Property, annually adjusted by the CCI as provided above, until all LDR and MDR units in Phase 3 and Phase 4 of the Property have paid the Westpark Drive Off-Site Road Fee, as set forth below, at which time City shall reimburse to West Roseville the prepayment amount previously paid by West Roseville, less the difference of the actual costs of construction, which reimbursement is personal to West Roseville and does not run with the Property, to successors and

assigns, unless West Roseville provides written notice to City that said reimbursement has been assigned by West Roseville to a third party. In the event that, and at such time as, the funds collected for the Westpark Drive Off-Site Road Fee equal the amount of the Westpark Drive Prepayment, as adjusted by the CCI, City shall cease collecting the Westpark Drive Off-Site Road Fee.

Developer's pro-rata share of the Westpark Drive Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase 3, and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units with the Fourth Amendment Property will be constructed the City Manager may equitably adjust the Westpark Drive Off-Site Road Fee without amendment of this Fourth Amendment. Notwithstanding the foregoing, such adjustment shall only apply to residential units in Phase 4 and without compliance with the Mitigation Fee Act (California Government Code Section 66000, *et seq.*).

The improvements included in the Westpark Drive Off-Site Road Fee include all costs reasonably associated with construction of Westpark Drive north of the Pleasant Grove Wastewater Treatment Plant consistent with Exhibits "E" and "I". A general description of these improvements includes:

- a. The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the full section of the road including slopes.
- b. The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost.
- c. The cost of grading the full width of a standard collector roadway section including turn lanes, and an 8-foot bench on both sides of the roadway (approximately 64-feet in width), plus the slopes to existing ground.

- d. The cost of curb, gutter, pavement, joint utilities, stripping, signage, and street lights.
- e. The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydrosience, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 5 of the report.
- f. The WRSP portion of the 24 -inch recycled water line.

Portions of the realigned and reconstructed Westpark Drive (formerly Phillip Road) include the installation of frontage improvements adjacent to the city-wide park, including curb, gutter, sidewalk, street lights and utility services. Developer shall be entitled to a credit against the city-wide park fee for the cost of such park frontage improvements."

c. REVISED SECTION 3.5.3.3. Section 3.5.3.3 is revised in its entirety to read as follows:

"3.5.3.3 Blue Oaks Boulevard (Off-site). The following Segments 1 through 4 of Blue Oaks Boulevard, as defined below and as shown in Exhibit "C" attached hereto to this Fourth Amendment, from the westerly boundary line of the Fiddymment Property as shown in Exhibit "B" to Exhibit "E" through the westerly side of the intersection of Westbrook Boulevard ("Blue Oaks Boulevard (Off-site)") shall be constructed by other parties:

- Segment 1: Westerly side of the Hayden Parkway/ Blue Oaks Boulevard intersection to the westerly property line of the Fiddymment property. (Cost allocation: 100% Fiddymment).
- Segment 2: Westerly property line of the Fiddymment property to the east side of the Blue Oaks Boulevard/ Westpark Drive intersection. (Cost allocation: 100% City TMF).
- Segment 3: East side of the Blue Oaks Boulevard/ Westpark Drive intersection to the eastern property line of the Property (Parcel W-60). (Cost allocation: 50% Developer; 50% Fiddymment).

- Segment 4: Eastern property line of Parcel W-60 to the west side of the intersection of Blue Oaks Boulevard and Westbrook Boulevard. (Cost allocation: 100% Developer).

The entire width of Segment 2 (i.e., back of curb to back of curb) shall be included in the City Traffic Mitigation Fund Fees (the "TMF Fees") in the City's roadway Capital Improvement Program ("Road CIP").

Developer's pro-rata share of the cost obligation set forth in this Section 3.5.3.3 for Segments 3 and 4 (excepting the cost of 22 feet of pavement in Segments 3 and 4, the cost of which will be paid via payment of City TMF Fees) shall be paid by Developer through a Blue Oaks Boulevard off-site road fee (the "Blue Oaks Boulevard Off-Site Road Fee") applied to all LDR and MDR building permits in Phases 3 and 4 of the Property, and dedicated to Segments 3 and 4 of the Blue Oaks Boulevard off-site improvements described in this Section 3.5.3.3. Developer agrees to pay to City a fee of \$800.00 per LDR or MDR building permit in Phase 3 of the Property and \$2,127 per LDR or MDR building permit in Phase 4 of the Property for the Blue Oaks Boulevard Off-Site Road Fee. In the event that a subsequent Development Agreement amendment causes an increase or decrease in the approved allocated number of LDR or MDR units within the Fourth Amendment Property, the foregoing fee amount for Phase 4 of the Property shall be adjusted accordingly. The Blue Oaks Boulevard Off-Site Road Fee shall be adjusted annually based upon the CCI as defined in this Agreement.

Developer's pro-rata share of the Blue Oaks Boulevard Off-Site Road Fee has been calculated by establishing a fixed fee amount for LDR and MDR units in Phase, 3 and spreading the remainder of the costs over 95% of the total allocated LDR and MDR units in Phase 4 of the Property. If, after residential units have been constructed on at least 75% of the Fourth Amendment Property, the City reasonably determines that less than 95% of the total number of approved units within the Fourth Amendment Property will be constructed, he City Manager may equitably adjust the Blue Oaks Boulevard Off-Site Road Fee without amendment of this Fourth Amendment. Notwithstanding the foregoing, such adjustment shall only apply to residential units within Phase 4 and without compliance with the Mitigation Fee Act (California Government Code Section 66000, *et seq.*).

Upon demand of City, Developer shall provide to City an irrevocable offer(s) of dedication (IOD) for (1) all necessary access

easements with rights to construct and the right of City assignment, and (2) rights-of-way, subject to improvement for those portions of Blue Oaks Boulevard that may be within or upon properties owned by Developer.

The Blue Oaks Boulevard Off-Site Road Fee shall apply to Developer's and Fiddymment's allocated costs for Segments 3 and 4 of Blue Oaks Boulevard (Off-site) set forth in this Section 3.5.3.3., and in Sections 3.8.3 and 3.9 and shall fully satisfy the obligations of Developer and Fiddymment to fund off-site portions of Blue Oaks Boulevard, off-site water and off-site recycled water facilities contained therein.

The improvements included in the Blue Oaks Boulevard Off-Site Road Fee include all costs reasonably associated with construction of the southerly one-half section of the ultimate 100 foot Blue Oaks Boulevard right-of-way, except for those portions to be funded by City TMF Fees. A general description of these includes:

- The cost of wetland permitting and mitigation cost for direct and indirect wetland impacts for the southern ½ section of the road including slopes.
- The cost for design, engineering, plan check and inspection fees, and construction management equal to 20% of the estimated construction cost.
- The cost of grading the southerly ½ of a 6-lane facility, including turn lanes, bus turn-outs, half the center median, and an 22-foot bench behind the back of curb, for an approximate width of 72-feet, plus the slopes to existing ground.
- The cost of ½ of the landscaped median and the median curb.
- The cost of curb and gutter plus 18' of pavement, joint trench, stripping, signage, and street lights, plus the turn lanes and bus turnouts on the south half of the right of way. The portion of Blue Oaks Blvd. from the westerly boundary of the Fiddymment property to the Westpark Dr. intersection would be included in the CIP program.

- The WRSP portion of the 24-inch potable water line as defined in the Technical Memorandum prepared by Hydrosience, dated May 9, 2011 utilizing the figures in Scenario 1 in Tables 4 and 6 of the report.
- The WRSP portion of the 24-inch recycled water line.

City may use the funds collected from the Blue Oaks Boulevard Off-Site Road Fee to fund the construction of the northerly three lanes of Blue Oaks Boulevard (Off-Site). City agrees that the inclusion of the costs of Segment 4 in the Blue Oaks Boulevard Off-Site Road Fee shall fully satisfy Parcel W-60's frontage obligations for Blue Oaks Boulevard, except for frontage improvements such as turn lanes, driveways, sidewalks, transition lanes and landscaping, which frontage improvements shall remain the responsibility of the developer of Parcel W-60. The cost of non-frontage lanes of Blue Oaks Boulevard adjacent to Parcel W-60 shall be reimbursed to the constructing party from the City's TMF Fund within thirty (30) days of invoice from the constructing party."

d. REVISED SECTION 3.5.8. Section 3.5.8 is revised in its entirety to read as follows:

"3.5.8 Update of City Fee. Developer acknowledges that as a result of approval of the Specific Plan, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Specific Plan. Developer and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Developer agrees to pay the fee rate then currently charged to the North Industrial Plan Area. To the extent that the Traffic Mitigation Fee adopted for the WRSP is higher than that charged in the North Industrial Plan Area, Developer shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the WRSP. To the extent that the Traffic Mitigation Fee adopted for the WRSP is lower than that charged in the North Industrial Plan Area, Developer shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the over payment is exhausted.

The portion of Blue Oaks Boulevard identified as Segment 2 on Exhibit "C" attached to this Fourth Amendment shall be constructed as part of the City's Capital Improvement Program. Funding for Segment 2 shall come from Traffic Mitigation Fees. To provide assurance that adequate funds from Traffic Mitigation Fees are available to fund construction of Segment 2, fifty percent (50%) of Traffic Mitigation Fees collected from Phases 3 and 4 of the Property shall be set aside by City for the purpose of funding the construction of Segment 2, until such time as Segment 2 is constructed and fully funded."

e. Article 10 is revised to add the following to the notice list for Developers:

KB Home Sacramento, Inc.
2535 Capitol Oaks Drive, Suite 340
Sacramento, CA 95833
Attention: Christopher B. Cady

Meritage Homes of California, Inc.
1671 E. Monte Vista Avenue, Suite 214
Vacaville, CA 95688
Attention: Brian Bombeck

f. Exhibit "E" (Off-Site Improvements - Phase 3, Pages E-22 and E-23). Paragraphs 1 through 3, 5, 6 and 8, are hereby deleted.

g. Exhibit "E" (Streets - Phase 4, Page E-23). - Paragraph 2 is hereby deleted.

h. Exhibit "E" (Water - Phase 4, Page E-24). Paragraph 3 is hereby deleted.

i. Exhibit "E" (Recycled Water - Phase 4, Page E-25). Paragraph 2 is hereby deleted.

j. Exhibit "E" (Off-Site Improvements - Phase 4, Page E-26). Paragraphs 1-3 are hereby deleted.

k. Exhibit "I" to Exhibit "E" (Phasing Plan, Page E-35). Detail "C" of Exhibit "I" (Off-Site Infrastructure Phasing) to Exhibit "E" to the Development Agreement is replaced in its entirety by Exhibit "C" attached hereto to this Fourth Amendment.

l. Exhibit "II" (Off-Site Improvements - Phase 3). Paragraphs 1-3, 5 and 7, on Pages II-58 through II-61 of Exhibit "II" are hereby deleted.

m. Exhibit "II" (Streets - Phase 4). Paragraph 2 on Page II-61 is hereby deleted.

n. Exhibit "II" (Water - Phase 4). Paragraph 2 as fully set forth on Page II-64 is hereby deleted.

o. Exhibit "II" (Recycled Water - Phase 4). Paragraph 2 on Page II-65 is hereby deleted.

p. Exhibit "II" (Off-Site Improvements - Phase 4). Paragraphs 1, 2 and 3 on Pages II-68 and II-69 are hereby deleted.

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

3. **AMENDMENT.** This Fourth 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.

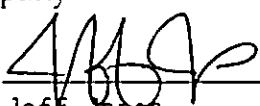
4. **FORM OF AMENDMENT.** This Fourth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has attested to by its City Clerk under the authority of Ordinance No. 5210, adopted by the Council of the City of Roseville on the 17th day of July, 2013.

CITY OF ROSEVILLE,
a municipal corporation

By: 
Ray Kerridge
City Manager

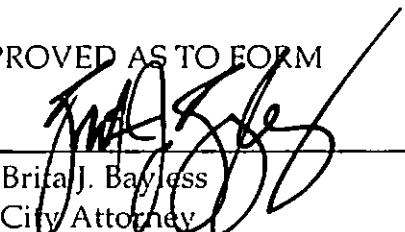
WEST ROSEVILLE, LLC,
a California limited liability
company

By: 
Jeff Jones
Its: Manager

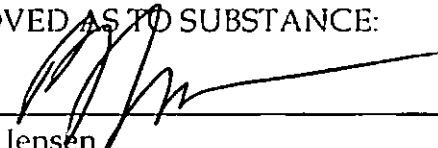
ATTEST:

By: 
Sonia Orozco
City Clerk

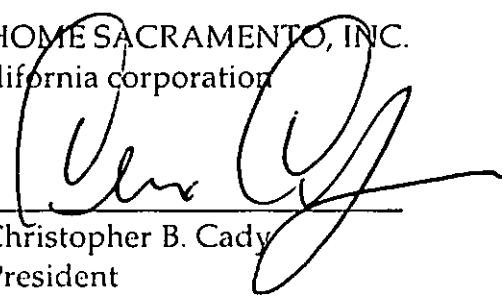
APPROVED AS TO FORM

By: 
Brita J. Bayless
City Attorney

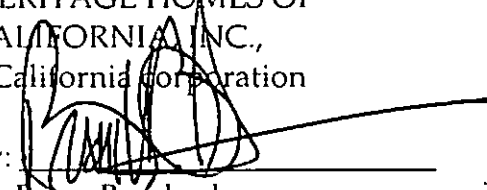
APPROVED AS TO SUBSTANCE:

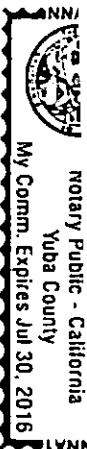
By: 
Rob Jensen
Assistant City Manager

KB HOME SACRAMENTO, INC.
a California corporation

By: 
Christopher B. Cady
Its: President

MERITAGE HOMES OF
CALIFORNIA, INC.,
a California corporation

By: 
Brian Bombeck
Its: Vice President, Land Acquisition



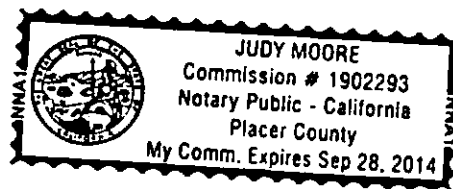
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On July 18, 2013, before me, Judy Moore, Notary Public, personally appeared Ray Kerridge, 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 the 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.

Judy Moore
Notary Public in and for said State



Document: Fourth Amendment of Development Agreement
By and Between the City of Roseville, West Roseville, LLC,
KB Home Sacramento, Inc. and Meritage Homes of California, Inc.,
as Assignees of PL Roseville, LP
Relative to the West Roseville Specific Plan

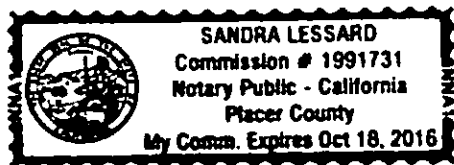
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of PLACER

On 6/12/13 before me, SANDRA LESSARD NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JEFF JONES
Name(s) of Signer(s)



Place Notary Seal Above

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 [Signature]
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(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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On 6/13/13 before me, Adam J. Garland, Notary Public
(Here insert name and title of the officer)

personally appeared CHRISTOPHER B. CADDY

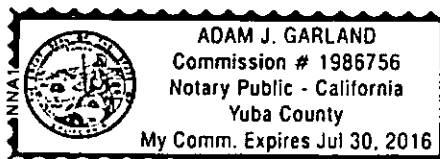
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Fourth Amendment of Development Agreement
(Title or description of attached document)

Agreement
(Title or description of attached document continued)

Number of Pages 15 Document Date 6/6/13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☒ Individual ☒ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California)
)ss.
County of PLACER)

On JUNE 13, 2013 before me, JULIA E. PICKARD, Notary Public, personally appeared
Brian Bombeck, 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 *Julia E. Pickard* (Seal)



Exhibit A

Legal Description

THE LAND DESCRIBED HEREIN SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND DESCRIBED AS FOLLOWS:

Phase 3:

Those certain parcels of land referred to as Lots 1 through 9, inclusive as shown on that certain Final Map of Westpark Phase 3, Large Lot Subdivision, Subdivision No. 0000147, recorded on December 28, 2011, in the Official Records of Placer County in Book CC of Maps, Page 28.

Phase 4:

Those certain parcels of land referred to as Lots 1-A, 1-B and 2 through 15, inclusive, as shown on that certain Final Map of Westpark Phase 4, Large Lot Subdivision, Subdivision No. 000044, recorded on December 28, 2011, in the Official Records of Placer County in Book CC of Maps, Page 29.

EXHIBIT B
WEST ROSEVILLE SPECIFIC PLAN
DEVELOPMENT AGREEMENT AMENDMENT #4
BLUE OAKS BLVD. / WESTPARK DRIVE
IN - LIEU FEE

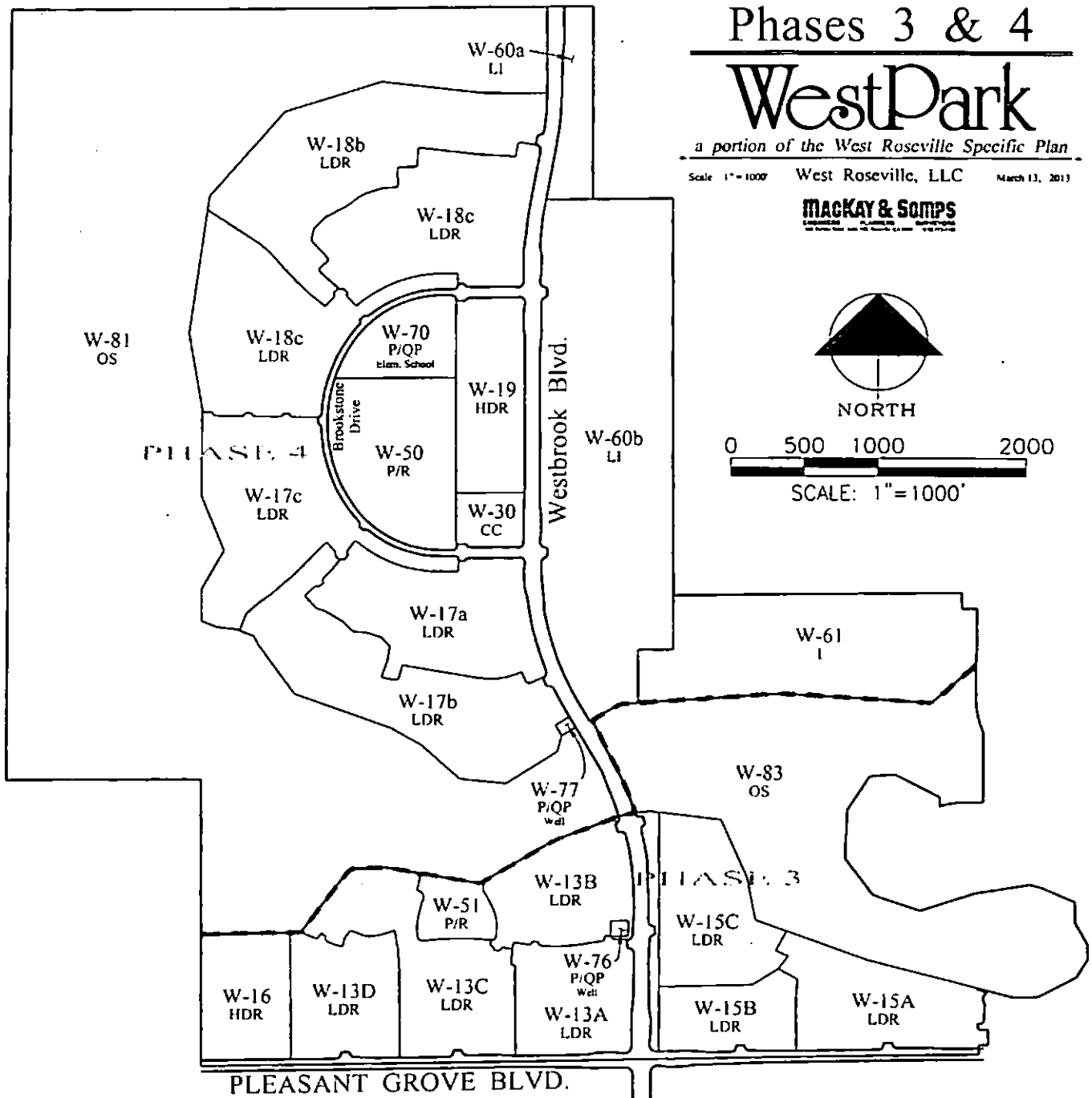


EXHIBIT C

WEST ROSEVILLE SPECIFIC PLAN

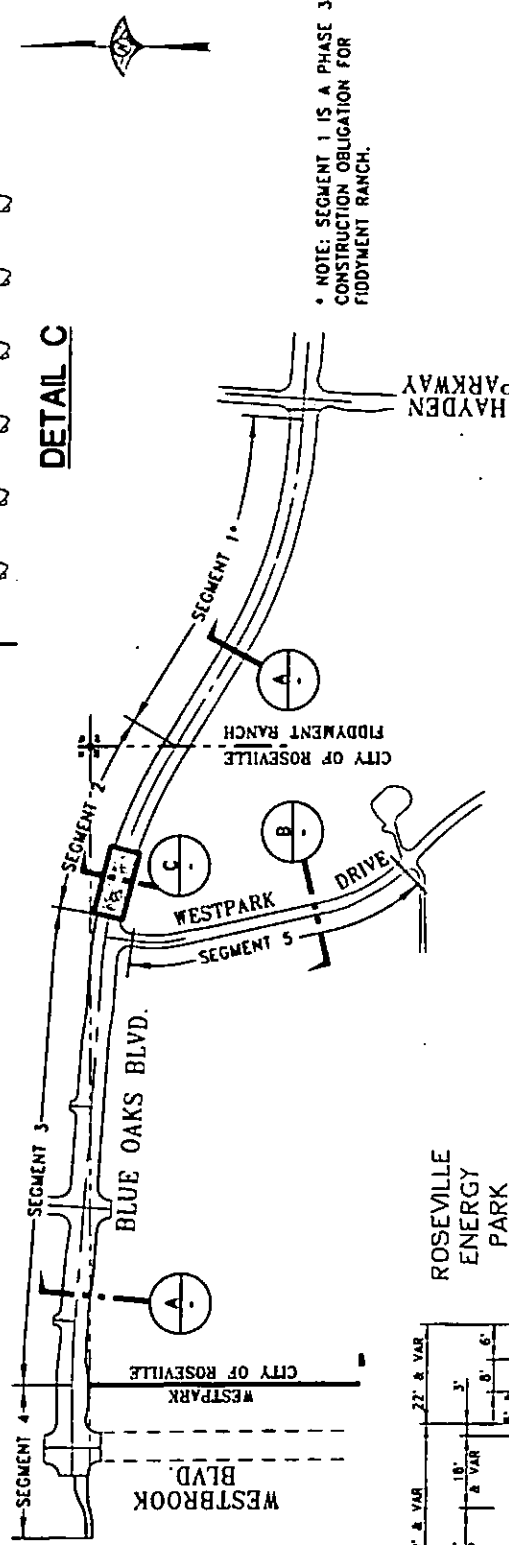
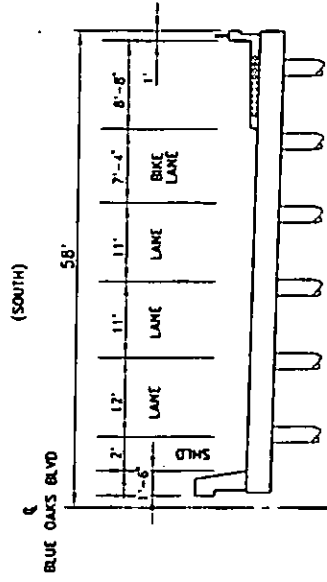
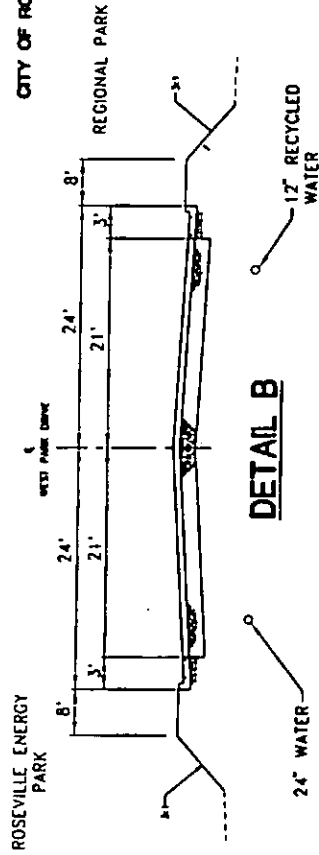
BLUE OAKS BLVD N-LIEU FEE

STREET SEGMENT IDENTIFICATION

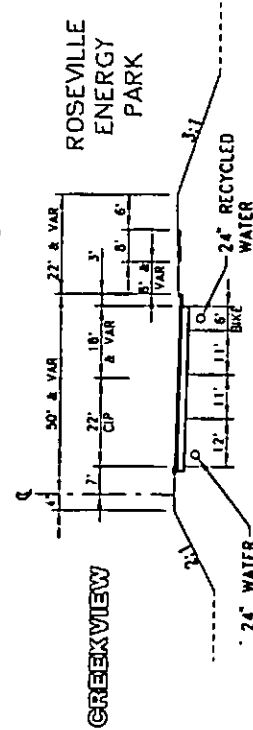
CITY OF ROSEVILLE

CALIFORNIA

MAY 31, 2013



* NOTE: SEGMENT 1 IS A PHASE 3 CONSTRUCTION OBLIGATION FOR FIDDYMENT RANCH.



WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3301 C St, Bldg. 100-B Tel 916.341.7760
 Sacramento, CA 95816 Fax 916.341.7767

ORDINANCE NO. 5210

ADOPTING A FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, WEST ROSEVILLE, LLC, KB HOME SACRAMENTO, INC., AND MERITAGE HOMES OF CALIFORNIA, INC., RELATIVE TO THE DEVELOPMENT KNOWN AS 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 Fourth Amendment to Development Agreement by and between the City of Roseville, West Roseville, LLC, KB Home Sacramento, Inc., and Meritage Homes of California, Inc. to alter and clarify provisions in the existing Development Agreement relating to Westpark Phases 3 and 4.

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

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

SECTION 3. The Fourth Amendment to Development Agreement by and between West Roseville LLC, KB Home Sacramento, Inc., Meritage Homes of California, Inc. 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 the Fourth 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 17th day of July, 2013, by the following vote on roll call:

AYES COUNCILMEMBERS: Roccucci, Herman, Garcia, Gore, Rohan

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



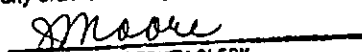
MAYOR

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

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