

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- 2014-0091940-00

MONDAY, DEC 22, 2014 9:27:35  
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 # 02400460  
CLKCNMLFJ1/ST/1-16

(THIS SPACE RESERVED FOR RECORDER'S USE)

SIXTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE  
CITY OF ROSEVILLE, AND KB HOME SACRAMENTO INC. AS ASSIGNEE OF PL  
ROSEVILLE, LP RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

**SIXTH AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROSEVILLE, AND  
KB HOME SACRAMENTO INC.  
AS ASSIGNEE OF PL ROSEVILLE, LP  
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Sixth Amendment of Development Agreement ("**Sixth Amendment**") is entered into this 17th day of December, 2014, by and between the CITY OF ROSEVILLE, a municipal corporation ("**City**") and KB HOME SACRAMENTO INC., a California corporation ("**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**") as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "**Property**"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. 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.

C. 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.

D. 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.

E. On July 17, 2013, City, KB, West Roseville, LLC, a California limited liability company and Meritage Homes of California, Inc., a California corporation, entered into the Fourth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on August 20, 2013, as Document No. 2013-0082173.

F. On August 7, 2013, City and West Roseville, LLC, a California limited liability company, entered into the Fifth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on August 20, 2013, as Document No. 2013-0082447.

G. Developer is the owner and developer of Westpark Phase 3 Villages 13A, 13B, 13C and 13D which is legally described in Exhibit "A" attached to this Sixth Amendment (the "**Sixth Amendment Property**"). The terms, conditions, rights and obligations under this Sixth Amendment shall run with the Sixth Amendment Property.

H. Section 3.7.5 of the Development Agreement requires, among other things, the dedication of well-sites and construction of groundwater wells on two (2) parcels of land within the Property. One such well-site is located on property owned by Developer and legally described as Lot B of the Final Map of Westpark Phase 3 Village 13B Subdivision No. 000147 recorded in the Official Records of Placer County, California on December 17, 2013 in Book CC of Maps at Page 76 ("**Well-Site W-76**").

I. The City desires to construct the groundwater well originally intended to be constructed on Well-Site W-76 on other property owned by the City.

J. City and Developer desire that in lieu of the dedication of Well-Site W-76 to the City and construction of a groundwater well on Well-Site W-76, Developer shall (a) pay to the City the "In-Lieu Fee" defined below, (b) be fully released from all of its obligations relating to the dedication of well-sites and construction of groundwater wells and (c) be free to utilize Well-Site W-76 for City approved purposes.

K. This Sixth 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 Development Agreement is hereby amended as follows:

a. Revised Section 3.7.5. Section 3.7.5 of the Development Agreement is hereby amended in its entirety to read as follows:

“3.7.5 Groundwater Wells.

A. Developer shall dedicate to City Parcel W-77 in Phase 4 and shall construct a groundwater well at the approximate location shown on Exhibit “U” and prepare the well according to industry standard, subject to approval by the Environmental Utilities Director. The exact location of the well and well site and qualifications of the design firm, well drilling contractor and construction inspection services provider shall be reviewed and approved by the Environmental Utilities Director prior to construction. The well shall be designed to include Aquifer Storage and Recovery Capabilities and, to the extent feasible, the well shall achieve a yield of approximately 1,800 gallons per minute. Developer shall drill the well upon the earlier of the need for the well to provide water service to the Project, or prior to adjacent residential construction and concurrent with construction of adjacent roadways. The City shall be responsible for the construction of the above-ground portions of the well facilities (site improvements and pumping facilities).

B. In-Lieu Fee. Within ten (10) business days after the recordation of this Sixth Amendment Developer will pay to City the amount of \$445,983.00 (the “**In-Lieu Fee**”).

C. Well-Site W-76 References. Subject to payment of the In-Lieu Fee and abandonment of the monitoring well, Subsection 3.7.5(A) shall become operative and all references to and depictions of Well-Site W-76 in the Development Agreement (including the amendments thereto), including without limitation, those on Exhibit U and in the Infrastructure Phasing Plan are hereby deemed deleted.

D. Release of Developer Obligations. Subject to payment of the In-Lieu Fee, City hereby forever releases and discharges Developer and Well-Site W-76 from any and all obligations under the Development Agreement to provide dedications to the City for well-sites and/or to design and/or construct groundwater wells or related facilities. The City shall impose no further restriction or limitation on building permits and/or certificates of occupancy for Developer’s residences on the Sixth Amendment Property as it relates to dedication of well sites and construction of wells.

E. Abandonment of Monitoring Well. Developer shall, at its sole cost and expense and prior to developing Well-Site W-76, obtain any required permits to abandon the existing monitoring well and perform the physical abandonment of the monitoring well.”

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


3. AMENDMENT. This Sixth 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 Sixth 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. 5441, adopted by the Council of the City of Roseville on the 17<sup>th</sup> day of December, 2014.

CITY OF ROSEVILLE,  
a municipal corporation:

KB HOME SACRAMENTO, INC.,  
a California corporation:


By:   
Ray Kerridge  
City Manager

By:   
Print name: Greg Dieter  
Title: Director Land Acquisition

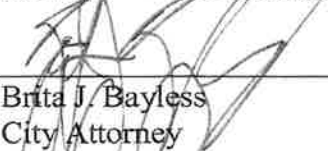
ATTEST:

And

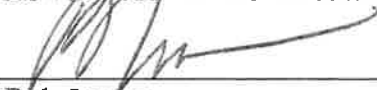
By:   
Sonia Orozco  
City Clerk

By:   
Print name: Leo Pastora  
Title: Director FP

APPROVED AS TO FORM:

By:   
Brita J. Bayless  
City Attorney

APPROVED AS TO SUBSTANCE:

By:   
Rob Jensen  
Assistant City Manager

## EXHIBIT "A"

### Legal Description of the KB Sixth Amendment Property

(Westpark Phase 3 Villages 13A, 13B, 13C & 13D)

All that real property situated in the City of Roseville, County of Placer, State of California and situate in the Section 26, Township 11 North, Range 5 East, Mount Diablo Meridian and being more particularly described as follows:

#### Village 13A

Being all of that certain Final Map entitled "Westpark Phase 3 Village 13A" filed for record on April 1, 2014 in Book CC of Maps, at Page 81, Placer County Records.

#### Village 13B

Being all of that certain Final Map entitled "Westpark Phase 3 Village 13B" filed for record on December 17, 2013 in Book CC of Maps, at Page 76, Placer County Records.

#### Villages 13C & 13D

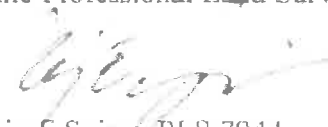
Being all of Lots 2, 3, 4, 5 and 6 as shown and so designated on that certain Final Map entitled "Westpark - Phase 3 Large Lot Subdivision" filed for record on December 28, 2011, in Book CC of Maps, at Page 28. Placer County Records.

#### **Excepting therefrom** the following:

Being all of that certain Final Map entitled "Westpark Phase 3 Village 13A" filed for record on April 1, 2014 in Book CC of Maps, at Page 81, Placer County Records; and

Being all of that certain Final Map entitled "Westpark Phase 3 Village 13B" filed for record on December 17, 2013 in Book CC of Maps, at Page 76, Placer County Records.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

  
Craig E. Spiess, PLS 7944  
License Expiration Date: 12-31-15  
Date: 11/25/14



Description prepared by:  
**MACKAY & SOMPS CIVIL ENGINEERS, INC.**  
1552 Eureka Road, Suite 100, Roseville, CA 95661  
P:\18463\SRV\Mapping\Desc\WP-P3-V13-DESC.doc

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
                                                          :    SS.  
COUNTY OF PLACER            )

On December 18, 2014, 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: 6<sup>th</sup> Amendment of Development Agreement  
By and Between The City of Roseville, and  
KB Home Sacramento Inc. as Assignee of  
PL Roseville, LP Relative to the  
West Roseville Specific Plan

# ACKNOWLEDGMENT

State of California  
County of Placer )

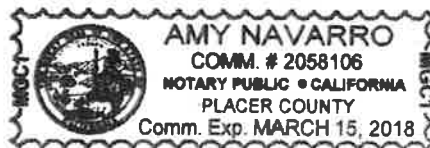
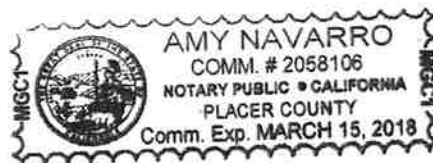
On November 25, 2011 before me, Amy Navarro, Notary Public  
(insert name and title of the officer)

personally appeared Doug Dieter  
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 *Amy Navarro* (Seal)



## ACKNOWLEDGMENT

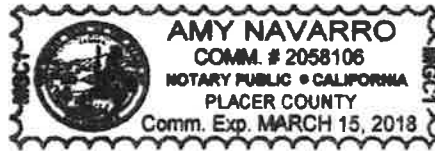
State of California  
County of Placer

On November 25, 2014 before me, Amy Navarro, Notary Public  
(insert name and title of the officer)

personally appeared Leo Pantoja,  
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 Amy Navarro (Seal)



**CERTIFICATE OF SECRETARY**

I, Tony Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Sacramento Inc., a California corporation (this "Corporation").

I do further certify that the resolutions attached hereto as Exhibit "A" are a true and complete representation of such resolutions that were duly adopted by the unanimous written consent of the Board of Directors of this Corporation as of June 16, 2014, and that said resolutions have not been rescinded, modified or revoked, and are in full force and effect.

WITNESS MY HAND this 17<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Tony Richelieu  
Secretary

EXHIBIT "A"  
KB HOME SACRAMENTO INC.  
RESOLUTIONS ADOPTED AS OF JUNE 16, 2014

Signing Authority

BE IT RESOLVED. . . the following resolutions shall supersede and replace any and all resolutions previously adopted with respect to the powers and authority herein granted including, but not limited to, resolutions adopted as of December 13, 2013, and any such prior authority is hereby revoked and restated in its entirety as follows:

RESOLVED FURTHER, that the following officers and/or employees of this Corporation be, and each hereby is, authorized to act on behalf of this Corporation; provided, however, that such authority shall be limited to such authority as may be provided herein below and to other ordinary course of business transactions relating to the operations of this Corporation as indicated hereinbelow:

Chris G. Apostolopoulos	President
Chris Reder	Senior Vice President, Finance and Chief Financial Officer
Lauren Boro	Assistant Secretary
Maria Braden	Assistant Secretary and Director, Sales
Charles E. Brown	Regional Construction Manager
Charles Sherwood	Manager, Customer Service
Monica Weaver	Escrow Manager
Steve Chaump	Director, Purchasing
Doug Dieter	Director, Land Acquisition
Zach Gomes	Director, Land Development
Chris Mullins	Director, Land Acquisition
Donna O'Connell	Director, Marketing
Leo Pantoja	Director, Forward Planning

RESOLVED FURTHER, that the following persons be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents deemed by such person to be necessary or appropriate in connection with the acquisition, disposition, and development of bulk parcels of real property by this Corporation, including, but not limited to, land purchase and sale agreements, amendments, assignments, escrow instructions, grant deeds, promissory notes, deeds of trust, maps, and related agreements and documents:

Any one of:

Chris G. Apostolopoulos

Any two acting together:

Chris Reder  
Doug Dieter  
Zach Gomes  
Chris Mullins  
Leo Pantoja

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents deemed by such person necessary or appropriate in connection with this Corporation's project forward planning and entitlement activities including but not limited to, entitlement applications, subdivision improvement agreements, builder's certification of plans, specifications and site plans, easements, development agreements, declarations of covenants, conditions and restrictions, recorded notices, notices of commencement, permit applications, subdivision and tract maps and exhibits thereto and supporting documents, applications or other filings required to be filed with the Department of Real Estate of California, condominium plans, consultant agreements, and project bonds:

Chris G. Apostolopoulos  
Chris Reder  
Leo Pantoja

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents deemed by such person necessary or appropriate in connection with this Corporation's land improvement and development activities including but not limited to, builder's certification of plans, specifications and site plans, notices of commencement, permit applications, land development subcontracts, materials and supply contracts, and utility contracts:

Chris G. Apostolopoulos  
Chris Reder  
Zach Gomes  
Leo Pantoja

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver all contracts (including purchase and sale agreements, amendments, addendums and other ancillary documents forming a part of the contract), reservation agreements, escrow instructions, grant deeds, notes, deeds of trust, warranties, and other agreements and documents necessary or appropriate with respect to the sale and conveyance of title to residential dwellings standing in the name of this Corporation, including, but not limited to, any and all documents required by the Department of Housing and Urban Development, documents necessary to qualify for government or quasi-government sponsored loan programs including, but not limited to, developer, buyer and seller certifications, and other documents and instruments appropriate to cause this Corporation to transfer and convey such real property and related assets:

Chris G. Apostolopoulos  
Chris Reder  
Maria Braden\*  
Monica Weaver\*

; provided further, that the persons in this resolution designated with an asterisk are authorized to sign warranties and grant deeds only with at least one other person identified immediately above who is not so designated;

RESOLVED FURTHER, that the following person(s), acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents deemed by him or her to be necessary or appropriate in connection with this Corporation's sales, marketing and real property management activities, including, but not limited to, master service agreements, vendor agreements, independent contractor sales agreements and supporting documents and offers of employment with this Corporation for sales personnel:

Chris G. Apostolopoulos  
Maria Braden

Donna O'Connell (\*excluding independent contractor sales agreements)

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all master subcontract agreements, material purchase agreements, subcontract work agreements, and related documents with respect to the construction of improvements on real property:

Chris G. Apostolopoulos  
Chris Reder  
Zach Gomes  
Steve Chaump

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver master consultant agreements, and related documents with respect to development of real property:

Chris G. Apostolopoulos  
Chris Reder  
Zach Gomes  
Leo Pantoja

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents required in connection with this Corporation's customer service and new home warranty activities and other related business operations including, but not limited to, settlement agreements, purchase orders and subcontracts for labor and materials:

Chris G. Apostolopoulos  
Charles Sherwood  
Charles E. Brown (\*excluding settlement agreements)

RESOLVED FURTHER, that any of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver documents establishing bank accounts, financing arrangements and other ordinary course banking and financial arrangements:

Chris G. Apostolopoulos  
Chris Reder

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents required in connection with this Corporation's studio and showroom sales activities and related business operations:

Chris G. Apostolopoulos  
Donna O'Connell

RESOLVED FURTHER, that the following persons, acting together, be, and each hereby is, authorized and empowered to act on behalf of this Corporation in its capacity as a member of any limited liability company or as a partner of any partnership in which this Corporation owns an interest:

Chris G. Apostolopoulos  
Chris Reder

RESOLVED FURTHER, that Chris G. Apostolopoulos, President of this Corporation be, and he hereby is, authorized, empowered and directed, for and on behalf of this Corporation, to take such further actions and to do all such further things which he may deem necessary and appropriate to accomplish the purpose and to effectuate the intent of any of the foregoing resolutions with respect to this Corporation.

RESOLVED FURTHER, that any and all documents executed or actions undertaken by any officers or employees listed in the foregoing resolutions between December 13, 2013 and the date hereof substantively within the scope of their authority as designated above be, and they hereby are, ratified, confirmed and approved.

ORDINANCE NO. 5441

APPROVING A SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KB HOME SACRAMENTO, 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 Sixth Amendment to Development Agreement by and between the City of Roseville and KB Home Sacramento, Inc., to alter and clarify provisions in the existing Development Agreement relating to Westpark Village 13B Subdivision.

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

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

SECTION 3. The Sixth Amendment to Development Agreement by and between KB Home Sacramento, 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 Sixth 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 17<sup>th</sup> day of December, 2014, by the following vote on roll call:

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

NOES            COUNCILMEMBERS: None

ABSENT        COUNCILMEMBERS: None

  
MAYOR

ATTEST:

  
\_\_\_\_\_  
City Clerk