



PLACER, County Recorder
JIM MCCAULEY

DOC- 2016-0035987-00

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

WEDNESDAY, MAY 11, 2016 12:23:34
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 # 02513419
CLK98DX282/TN/1-12

(THIS SPACE RESERVED FOR RECORDER'S USE)

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

**SEVENTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AS ASSIGNEE OF
PL ROSEVILLE, LP RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Seventh Amendment of Development Agreement is entered into this 4th day of May, 2016, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and WEST ROSEVILLE, LLC, a California limited liability company ("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. 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 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.

E. 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.

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

G. On July 17, 2013, City, Developer and KB Home Sacramento, Inc., and Meritage Homes of California, Inc., Developer's assignees on a portion of Phase 3 of the Property, entered into the Fourth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on August 20, 2013, as Document No. 2013-0082173-00.

H. On August 7, 2013, City and Developer entered into the Fifth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on August 20, 2013, as Document No. 2013-0082447-00.

I. On December 17, 2014, City and KB Home Sacramento, Inc., Developer's assignee on a portion of Phase 3 of the Property, entered into the Sixth Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on December 22, 2014, as Document No. 2014-0091940-00.

J. This Seventh Amendment to the Development Agreement (the "Seventh Amendment") affects certain portions of the Property (the "Seventh Amendment Property"), as described in Exhibit "A" and Exhibit "B" attached to this Seventh Amendment, and shall run with the land described in Exhibits "A" and "B" hereto.

K. The Seventh 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 2.6. Section 2.6 is revised in its entirety to read as follows:

"2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Developer of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall, after the transfer of its obligation for 162 affordable rental units in Parcel W-16 to Parcels WB-30 and WB-32 in the Sierra Vista Specific Plan, provide 300 units affordable to very low and low income households. The breakdown of percentage of the total number of affordable units to the different

income levels shall be roughly 55% for very low and roughly 45% for low income households. Any adjustment based on actual development shall be subject to the approval of the Director of the City's Housing Division.

The term "very low income" means households earning 50% or less of median income, and "low income" means households earning 51% to 80% of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy.

Locations of affordable housing sites are shown in the Specific Plan and **Exhibit "D"**. Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

- b. 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 300 affordable rental units will be reserved within the Property, including 164 units for rental to very low income households and 136 units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation¹	Very Low Income Rental Units	Low Income Rental Units
Parcel W-25 (senior)	232	150	75	75
Parcel W-16	250	0	0	0
Parcel W-27	170	150	89	61
Totals	652	300	164	136

¹ The 139 low-income affordable rental housing unit obligation and the 23 very low income affordable rental unit obligation allocated to Parcel W-16 have been transferred to Parcels WB-30 and WB-32 in the Sierra Vista Specific Plan as provided for in this Agreement and the Westbrook Development Agreement, as amended. "

- c. REVISED EXHIBIT. Exhibit "D" attached to the Development Agreement is proposed to be deleted and replaced by a new Exhibit "D" attached to this Seventh Amendment as follows:

Exhibit D – Affordable Housing Sites

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


3. AMENDMENT. This Seventh 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 Seventh Amendment is executed in two duplicate originals, each of which is deemed to be an original.

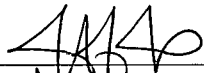
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, as attested to by its City Clerk under the authority of Ordinance No. 5680, adopted by the Council of the City of Roseville on the 4th day of May, 2016.

CITY OF ROSEVILLE,
a municipal corporation

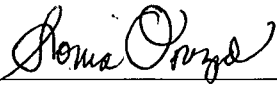
WEST ROSEVILLE, LLC,
a California limited liability company

By: 

Rob Jensen
City Manager

By: 
Its: Manager Jeff Jones

ATTEST:

By: 

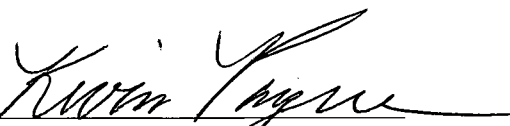
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 

Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: 

Kevin Payne
Development Services Director

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.

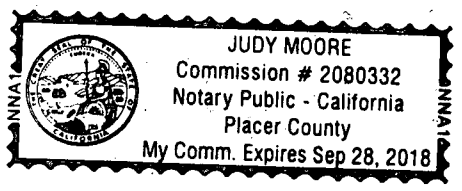
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On May 5, 2016, before me, Judy Moore, Notary Public, personally appeared Rob Jensen, 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: Seventh Amendment of Development Agreement
West Roseville, LLC
Relative to the West Roseville Specific Plan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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)
County of Placer)

On MARCH 30, 2016 before me, SANDRA LESSARD, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JEFF JONES
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 Sandra Lessard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: SEVENTH Amendment of Dev. Agreement
Document Date: _____ Number of Pages: 4+
Signer(s) Other Than Named Above: City of Roseville

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A
Property Legal Description

All that certain real property situated in the County of Placer, State of California, described as follows:

Portions of Sections 22, 23, 25 and 26, Township 11 North, Range 5 East, MDM, described as follows:

BEGINNING at the Southeast corner of said Section 25; thence from the point of beginning; along the South and West lines of said Section 25, North 88°54'27" West 5,279.55 feet and North 00°06'32" West 3,240.96 feet to the Southeast corner of the North three-quarters of the North half of said Section 26; thence along the South line of said North three-quarters of the North half of Section 26 South 89°31'29" West 5,284.82 feet to the West line of said Section 26; thence along said West line North 00°10'34" West 1,985.10 feet to the Southeast corner of said Section 22; thence along the South line of said Section 22 South 89°57'17" West 1,319.74 feet to the Southwest corner of the East half of the East half of said Section 22; thence along the West line of said East half of the East half of Section 22 North 00°07'21" East 5,291.19 feet to the North line of said Section 22; thence along said North line South 89°58'28" East 1,319.92 feet to the Northwest corner of said Section 23; thence along the North line of said Section 23 North 89°54'10" East 2643.28 feet to the Northeast corner of the Northwest quarter of said Section 23; thence along the East line of said Northwest quarter of Section 23 South 00°07'18" West 1,323.11 feet; thence North 89°55'08" East 543.22 feet to the Northwest corner of that certain parcel of land conveyed to the City of Roseville by deed recorded as instrument No. 98-94049, Official Records of Placer County; thence along the West and South lines of said City of Roseville parcel of land South 00°07'04" West 2,300.02 feet and North 89°55'08" East 2,100.01 feet to the East line of said Section 23; thence along said East line South 00°07'04" West 1,671.36 feet to the Northwest corner of Said Section 25; thence along the North line of Section 25 North 89°52'20" East 5,252.27 feet to West line of that certain parcel of land described in the Deed to the County of Placer recorded in Book 2426, Page 246, Official Records of Placer County; thence along said West line the following six (6) courses: (1) South 00°04'01" East 676.89 feet; (2) South 89°55'59" West 10.00 feet; (3) South 00°04'01" East 550.00 feet; (4) North 89°55'59" East 10.00 feet; (5) South 00°04'01" East 1,050.00 feet; and (6) North 89°55'59" East 30.00 feet to the East line of said Section 25; thence along said East line South 00°04'01" East 3,021.04 feet to the point of beginning.

Containing 1,483.56 acres, more or less.

Exhibit B Property Map

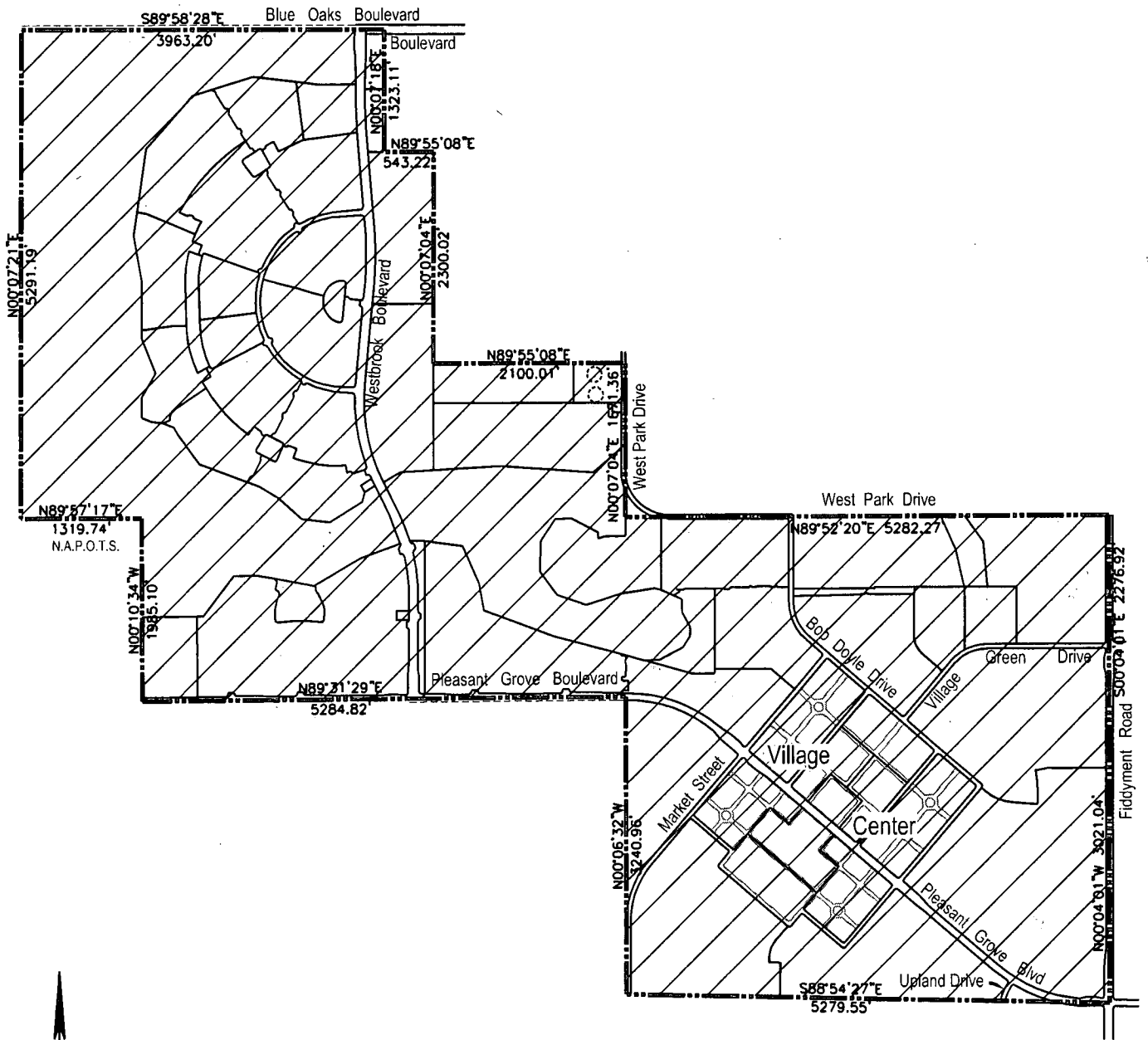
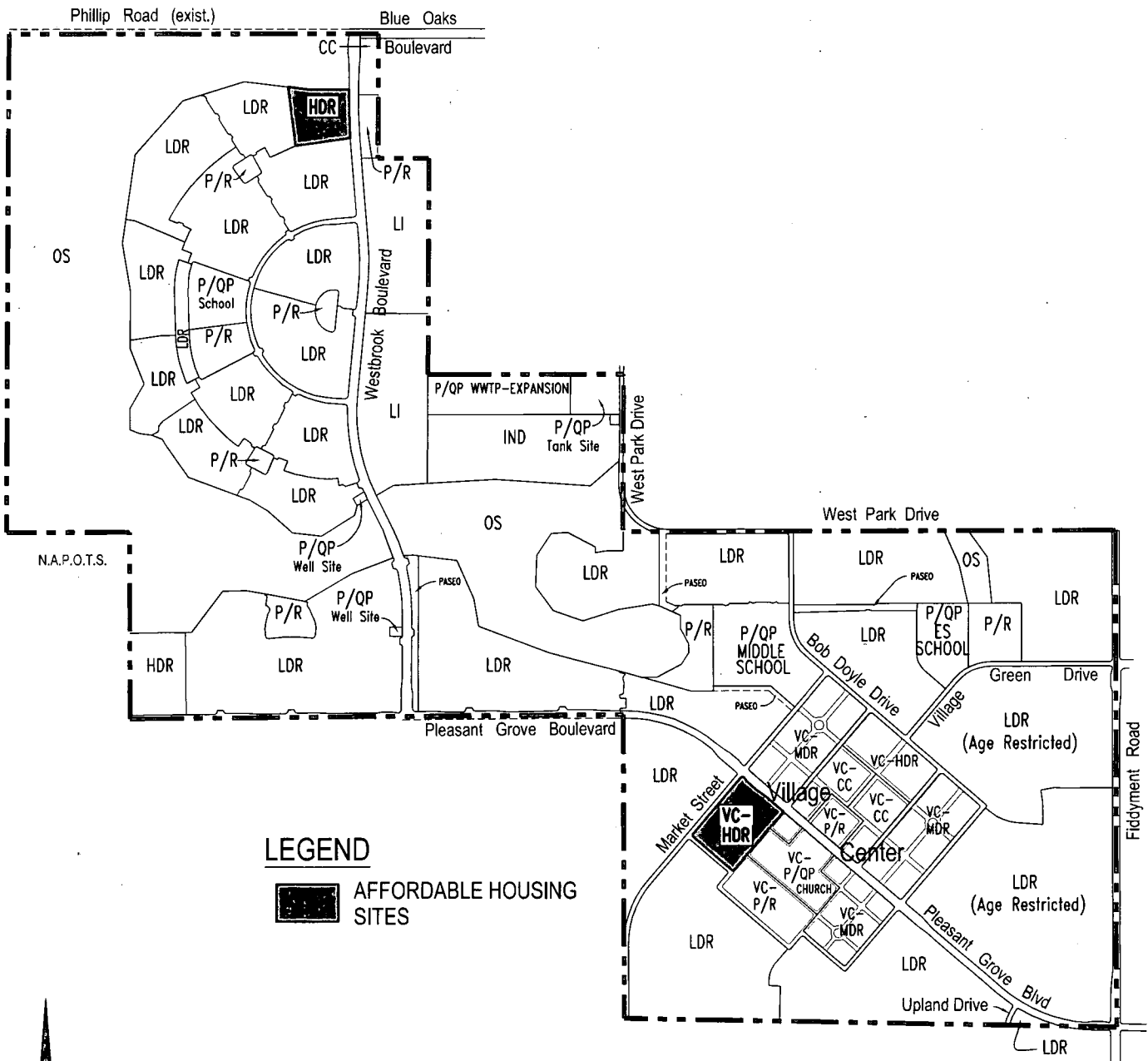


Exhibit D Affordable Housing Sites



LEGEND

AFFORDABLE HOUSING SITES



ORDINANCE NO. 5680

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE SEVENTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST ROSEVILLE, LLC, AS ASSIGNEE OF PL ROSEVILLE, LP RELATIVE TO 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 amend the Development Agreement By and Between the City of Roseville and West Roseville, LLC, as Assignee of PL Roseville, LP (“Developer”) Relative to the West Roseville Specific Plan.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the 7th Amendment to the Development Agreement, and makes the following findings:

1. The 7th Amendment to the 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 7th Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The 7th Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The 7th Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The 7th Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The 7th Amendment to the Development Agreement by and between Developer and the City of Roseville, a copy of which is on file in the City Clerk’s Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed 7th Amendment to the 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 (3) 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 4th day of May, 2016, by the following vote on roll call:

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

The West Roseville Specific Plan is filed
under 1600 Placer Investors, LP