

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROCKLIN AND CAPITAL EQUITY MANAGEMENT GROUP INC. FOR DEVELOPMENT OF THE PROPERTY KNOWN AS GRANITE LAKES ESTATES, EXTENDING THE TERM OF THE AGREEMENT TO JULY 11, 2021
(Granite Lakes Estates / DA 2000-01B)

The City Council of the City of Rocklin does ordain as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

A. The City and Capital Equity Management Group Inc.'s ("Developer") predecessor in interest previously entered into a Development Agreement ("Agreement"), approved by the City Council in Ordinance No. 856.

B. Council approved the First Amendment to the Agreement in Ordinance No. 959, which among other things, extended the effective date of the Agreement to July 11, 2020.

C. City and Developer have determined that it is reasonable and appropriate to make certain changes to the Agreement in the form of a Second Amendment, extending the term of the agreement to July 11, 2021.

D. The Second Amendment to the Agreement has been analyzed as required by the California Environmental Quality Act (CEQA), and pursuant to Section 15162 of the CEQA Guidelines. The Amendment is within the scope of the Granite Lakes Estates Environmental Impact Report, approved and certified by City Council Resolution No. 2002-165, which adequately describes these activities for purposes of CEQA.

E. The Second Amendment to the Agreement is consistent with and implements the policies of the City of Rocklin's General Plan, including the Housing Element. The Agreement, as amended, will implement a project that has been determined to be consistent with the General Plan.

F. The Agreement and Second Amendment are compatible with the land uses and development regulations prescribed by the approved General Development Plan Amendment for the site (PDG-2000-08A).

G. The Agreement and Second Amendment will not be detrimental to the health, safety, and welfare of person residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

H. The Agreement and Second Amendment will not adversely affect the orderly development of property or the preservation of property, on or off the project site.

I. The Agreement and Second Amendment are consistent with the provisions of Government Code Sections 65864 through 65869.5.

Section 2. The City Council of the City of Rocklin hereby approves the Second Amendment to the Development Agreement by and between the City of Rocklin and Capital Equity Management Group Inc., in substantially the form attached hereto as Exhibit "A."

Section 3. The Mayor shall sign the Second Amendment to the Development Agreement on behalf of the City of Rocklin and when fully executed, the City Clerk shall record the Second Amendment to the Development Agreement in the office of the Placer County Clerk-Recorder.

Section 4. Within 15 days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within 15 days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on June 23rd, 2020, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers
ABSTAIN: Councilmembers

Greg Janda, Mayor

ATTEST:

Hope Ithurnburn, City Clerk

First Reading: June 23, 2020
Second Reading:
Effective Date:

Recording Requested by
City of Rocklin

When recorded return to:
City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, California 95677

Title: Second Amendment to Development Agreement By and Between the City of Rocklin and Capital Equity Management Group Inc. for development of the property know as Granite Lakes Estates.

Original Development Agreement Recorded on July 10, 2002
Instrument No. 2002-0079207
Ordinance 856

First Amendment to Development Agreement Approved on March 9, 2010
Instrument No. 2010-0020396
Ordinance 959

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROCKLIN AND CAPITAL EQUITY MANAGEMENT GROUP INC
FOR DEVELOPMENT OF THE PROPERTY KNOWN AS GRANITE LAKES ESTATES,
EXTENDING THE TERM OF THE AGREEMENT TO JULY 11, 2021
(Granite Lakes Estates Modification / DA 2000-01B)

THIS SECOND AMENDMENT to the Development Agreement By and Between the City of Rocklin and Capital Equity Management Group Inc. for development of the property know as Granite Lakes Estates is entered into on the date set forth below, by and between the City of Rocklin, a municipal corporation of the State of California, ("City"), and Capital Equity Management Group Inc., a California corporation ("Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of the State of California.

RECITALS

A. The City and Developer's predecessor in interest entered into a Development Agreement regarding a certain property known as Granite Lakes Estates ("the Development Agreement"), which was approved by the City Council of the City Of Rocklin by Ordinance Number 856 on June 11, 2002, and which was recorded on July 10, 2002, in the Official Records of Placer County as Instrument No. 2002-0079207.

B. The City Council of the City of Rocklin approved the First Amendment of the Development Agreement by Ordinance Number 959 on March 9, 2010, which, among other things, extended the life of the Development Agreement through July 11, 2020.

C. This Second Amendment to extend the life of the Development Agreement through July 11, 2021, is authorized by Section 6 of the Development Agreement and Section 65868 of the Government Code of the State of California.

AGREEMENT

1. The prior Section 2. COMMENCEMENT AND EXPIRATION, a. Initial Term and b. Termination: Extension of Time of the Development Agreement, pages 6 and 7 of 23, is superseded and is amended and substituted herewith, and Section 2. COMMENCEMENT AND EXPIRATION, a. Initial Term and b. Termination: Extension of Time, as set forth below, is substituted therefore:

- a. **Initial Term.** The term of this Agreement shall commence on the Effective Date and shall end on July 11, 2021, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto.

- b. Termination; Extension of Time.** Following the expiration of the initial term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of this Agreement shall not affect any right or duty emanating from City entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

~~If any litigation affecting development of the Property is filed challenging the Entitlements, any Subsequent Approvals, or this Agreement, including, but not limited to, any environmental determinations related to any of the foregoing, or challenging the validity and binding nature of this Agreement, the term of this Agreement shall be extended for the period of time such litigation is pending. Upon the conclusion of such litigation by dismissal or entry of final judgement, Developer and the City shall indicate the period of such extension by amendment to this Agreement and by recording a notice of such effect.~~

2. All provisions of the Development Agreement not otherwise inconsistent with this Second Amendment are and shall remain in full force and effect. Such provisions are herewith reenacted, re-adopted and approved and ratified herewith as if fully set forth herein. Adoption of this Second Amendment to the Development Agreement and the re-adoption and ratification of the Development Agreement are consistent with the Rocklin General Plan.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

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| <p>CITY:</p> <p>CITY OF ROCKLIN, A municipal corporation</p> <p>By: _____ Greg Janda, Mayor</p> <p>ATTEST</p> <p>By: _____ Hope Ithurnburn, City Clerk</p> <p>APPROVED AS TO FORM</p> <p>By: _____ Sheri Chapman, City Attorney</p> | <p>DEVELOPER:</p> <p>CAPITAL EQUITY MANAGEMENT GROUP, INC.</p> <p>By: _____</p> <p>Its: _____</p> <p>By: _____</p> <p>Its: _____</p> |
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