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of Riverside County, California

Recorder

Fees \$



**AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR LAND
SITUATED WITHIN THE BOUNDARIES OF
THE ORANGECREST SPECIFIC PLAN**

THIS AMENDMENT to the Development Agreement for Land Situated Within the Boundaries of the Orangecrest Specific Plan ("Amendment") is made and entered with reference to that certain Development Agreement entered into November 3, 1987, and recorded on February 27, 1995, as Instrument No. 59251 of the Official Records of Riverside County, California (the "Agreement"), and is made and entered into as of the 24th day of November, 1997, by and between the parties hereinafter defined as Property Owners ("Property Owners") and the City of Riverside, a municipal corporation organized and existing under the laws of the State of California (the "City").

RECITALS

This Amendment is made and entered into with reference to the following facts and understandings of the parties:

A. Unless otherwise provided herein, capitalized terms within this Amendment shall have the meaning given to them within the Agreement.

B. The undersigned property owners are the "Property Owners" in fee of the property described in Exhibit "AA" attached hereto and incorporated herein by this reference, which property is affected by the Agreement, and is the subject of this Amendment.

C. On August 21, 1997, the City Planning Commission of City held a public hearing and approved certain amendments to the Agreement and to the Orangecrest Specific Plan "Specific Plan".

D. On September 23, 1997, the City Council for the City held a public hearing and approved certain amendments to the Agreement and to the Orangecrest Specific Plan.

E. On October 7, 1997, the City Council, by adoption of Resolution No. 19175 adopted certain amendments to the Specific Plan as specified therein and said Specific Plan with all amendments thereto, is hereinafter referred to as the Specific Plan as amended.

F. On October 7, 1997, the City Council by introduction of Ordinance No. 6406, for adoption on October 14, 1997, directed that this Amendment be executed, and recorded on behalf of the City.

AGREEMENT

NOW, THEREFORE, based upon the foregoing and the mutual covenants and conditions hereafter set forth, the parties hereby amend the Development Agreement for Land Situated Within the Boundaries of the Orangecrest Specific Plan, entered November 3, 1987, in the following respects only:

Section 1: All references to the Specific Plan within the Agreement shall mean, include and refer to the Specific Plan as amended.

Section 2: Paragraph 5 of the Agreement is hereby amended to read as follows:

"5. The Property Owners desire to develop the Property in accordance with the Specific Plan as amended. Development of the Property is a substantial project and full development may not be achieved for approximately twenty (20) years from the date of the Agreement entered on November 3, 1987."

Section 3: Section 1. DEVELOPMENT OF THE PROPERTY, A. Land Use Restrictions. of the Agreement is hereby amended by adding thereto a new subsection (4) to read as follows:

"A. (4) The Parties hereto acknowledge and agree that Ordinance No. 6031, adopted on January 5, 1993, amended the City's Fire Sprinkler Ordinance and exempted properties within portions of the Specific Plan as amended from the requirement to provide fire sprinklers in residential units due to their previous inclusion in the Assessment District for construction of a new fire station within this area of the City. Developer acknowledges and agrees that the City's Fire Sprinkler Ordinance (Ordinance No. 6031) has been challenged

in court and the case is currently on appeal. Both parties agree to be bound by a final determination of the courts in such case removing such exemption, which may regulate fire sprinklers in all new buildings in Developer's project in the Orangecrest Specific Plan area. Developer agrees to defend and indemnify the City should this provision of this Amendment to Agreement be challenged with respect to Developer's project (but not including the existing challenge to the Fire Sprinkler Ordinance)."

Section 4: Section 1. DEVELOPMENT OF THE PROPERTY, A. Land Use Restrictions of the Agreement is hereby amended by adding thereto a new subsection H. to read as follows:

"H. Orangecrest Community Park.

1. Developer agrees to dedicate a community park ("Community Park") consisting of approximately 22 acres as designated in the Orangecrest Specific Plan and improved in accordance with the requirements of the Orangecrest Specific Plan at time of completion of Phase 1 of the Master Plan for the Community Park in accordance with this Agreement.

2. Developer and City agree that the total Park Development Fee shall not exceed \$1,626 per unit ("Park Fees") for each of the 837 residential lots owned by Developer as of October 7, 1997, (hereinafter referred to as the "Lots") within the Orangecrest Specific Plan subject to the provisions of paragraph 7. of this subsection H. The subject Lots are shown on the property description attached hereto as "Exhibit AA" and incorporated herein by this reference.

3. These Park Fees shall be paid to the City in accordance with its fee payment procedures and a portion, as set forth in paragraph 4. of this subsection, shall be deposited by the City in an account (hereinafter "Account") controlled by Developer and City. These Park Fees shall be paid prior to the issuance of a building permit for any Lot subject to this Agreement. No funds in the Account shall be spent without the concurrence of both parties. The Account shall be closed following the completion and dedication of the Community Park to the City and any remaining funds therein shall revert to the City.

4. The Park Fees collected from Developer pursuant to this Agreement shall be allocated in the following ratios following payment of the Park Fees to the City of Riverside: 85% of the Park Fees shall be expended for park development of Phase 1 of the Community Park and 15% of the Park Fees may be used by the City for city-wide park purposes. The 85% of Park

Fees allocated to the construction of the Community Park maintained in the Account shall be paid to Developer for its costs of construction of the Community Park in accordance with a Developer and City approved fund disbursement procedure. In addition to the Parks Fees paid by the Developer hereunder, it is agreed by the parties hereto that additional funds collected as Park Development Fees from the development of residential properties located in the Orangecrest Specific Plan area shall be deposited by the City into the Account as they are collected by City up to the total amount of \$1,484,376 for construction of Phase 1 the Community Park by Developer.

5. In addition to the payment of the Park Fees as set forth herein, Developer agrees to expend the total sum of fifty thousand dollars (\$50,000) of Developer's funds to develop and complete a Park Master Plan ("Master Plan") for the Community Park. The Master Plan shall be prepared under the direction and approval of the City Parks and Recreation Director and shall be reviewed and approved in accordance with City's procedures. The Master Plan shall be submitted to the City for approval no later than February 7, 1998 and no later than 120 days following its submittal, the City shall complete its approval of the Master Plan. Should the City fail to complete approval within said 120 days, then the Master Plan, as submitted by Developer, shall be deemed approved by the City and the Developer may proceed to construct the Community Park on the deemed approved Master Plan.

6. Within the six months following the date of completion of the Master Plan, Developer agrees to expend the additional sum of twenty thousand dollars (\$20,000) of Developer's funds to study and prepare a recommendation under the direction of the City Parks and Recreation Director setting forth alternate methods of park operations and maintenance which are alternative methods to those customarily used by the City for operations and maintenance of community parks.

7. The schedule for the completion of the Community Park shall be as follows:

a. Developer agrees to sheet grade the approximately 22 acre park site in accordance with the Orangecrest Specific Plan. After completion of the infrastructure improvements Developer shall convey an irrevocable offer of dedication of the Community Park to the City.

b. By no later than December 31, 1999, Developer agrees to have all of the necessary contracts awarded for the construction of the Community Park improvements equal to the

amount of 85% of the Park Fees to be collected on the Lots. Such contracts for construction shall be consistent with the approved Master Plan for the Community Park and the Specific Plan. Developer agrees that if all necessary contracts are not awarded as set forth herein, then such failure may be considered a default under this section of the Agreement and the Park Development Fees to be paid on all remaining Lots as of that date within the Orangecrest Specific Plan will be assessed at the then current Park Development Fee rate as set forth by City ordinance and the City will seek other remedies in accordance with this Agreement.

c. Developer agrees that the Community Park will be completed by no later than June 30, 2000. If the Community Park is not complete by that date as verified by a Notice of Completion prepared by Developer and filed with the Riverside County Recorder, then such failure may be considered a default under this section of the Agreement the Park Development Fees to be paid on all the remaining Lots within the Orangecrest Specific Plan will be assessed at the then current Park Development Fee rate as set forth by City ordinance and the City will seek other remedies in accordance with this Agreement.

7. In the construction of the Community Park, i.e. work occurring on site following the conveyance of an irrevocable offer of dedication of the Community Park to the City, Developer acknowledges and agrees that it will comply with all provisions of the California Labor Code in the payment of prevailing wages as set forth by state law."

Section 5: Section 3. GENERAL PROVISIONS, paragraph B. Term. is hereby amended to read as follows:

"B. Term. The terms of this Agreement shall commence on the effective date of the ordinance approving this Agreement and shall extend for a period of twenty (20) years unless sooner terminated or extended by circumstances set forth in this Agreement or by mutual consent on the parties hereto or when the Property is totally developed and no further discretionary entitlement are required for development of the Property."

Section 6: If any provision of this Amendment is in conflict with the original Agreement entered November 5, 1985, the provisions set forth in this Amendment to the Agreement shall be deemed to apply. Otherwise, the terms of the original Agreement which are not changed or affected by this Amendment to Agreement shall remain unaffected and shall continue in full force and effect as if

fully set out herein.

Section 7: This Amendment shall run with the land and each and all of its terms shall be binding on each of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY:

PROPERTY OWNER:

CITY OF RIVERSIDE,
a municipal corporation

ORANGECREST HILLS PARTNERS,
a California joint venture

By: *Ronald Louwage*
Mayor

By: McMILLIN HOMES, II,
a California corporation

Its: General Partner

Attest: *Colin Nicol*
City Clerk

By: *James W. Hunter*
Title: *Senior Vice President*

By: *[Signature]*
Title: *SVP/CFO*

APPROVED AS TO FORM:

By: *Kathleen M. Gonzales*
Kathleen M. Gonzales
Assistant City Attorney

KMG/sa/sb
11/6/97

State of California

County of San Diego

On November 19, 1997 before me, Karen L. Sanchez, Notary Public

personally appeared James H. Hunter and Gary A. Beason

- personally known to me
- 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.



WITNESS my hand and official seal.

Karen L. Sanchez
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: _____

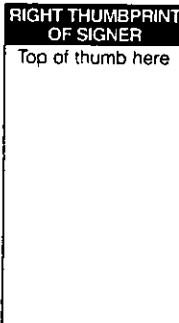
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

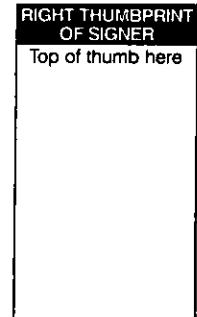
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

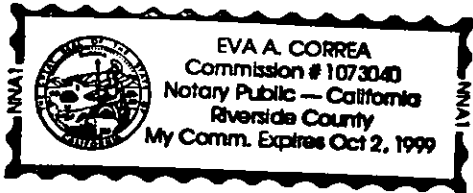
CIA 584

State of California
County of Riverside

On November 24, 1997, before me, Eva A. Correa, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Ronald O. Coveridge and Colleen J. Nicol
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Eva A. Correa
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: Mayor and City Clerk, respectively

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

City of Riverside

DESCRIPTION OF ATTACHED DOCUMENT

Amendment to Development Agreement
Oranjest Specific Plan
TITLE OR TYPE OF DOCUMENT

6
NUMBER OF PAGES

11-24-97
DATE OF DOCUMENT

James H. Hunter + Gary A. Beason
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "AA"
ORANGECREST SPECIFIC PLAN

Parcel A: (Orangecrest Hills Partners)

- ✓ Lots 57 and 61, inclusive of Tract 22653-1, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 255, page(s) 98 to 102, inclusive, of Maps, in the office of the County Recorder of said County.

Parcel B: (Orangecrest Hills Partners)

Lots 3 and 5 of Tract 24582, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 251, page(s) 13 to 16, inclusive, of Maps, in the office of the County Recorder of said County.

Except that portion lying within Tract 22653-4, as per map recorded in Book 255, page(s) 50 to 54, inclusive, of Maps in the office of the County Recorder of said County.

Also except that portion described as follows:

Beginning at the Northeast corner of Lot 83 of said Tract 22653-4, said corner being on the Northerly line of said Lot 5;

The following 7 courses being along the Northerly, Easterly and Southerly lines of said Lot 5;

thence North 89° 55' 37" East, 523.67 feet;
 thence South 00° 04' 23" East, 156.00 feet;
 thence North 89° 55' 37" East, 25.14 feet;
 thence South 00° 04' 23" East, 153.00 feet;
 thence North 89° 55' 37" East, 450.59 feet;
 thence South 00° 14' 07" East, 2,010.88 feet;
 thence South 88° 50' 48" West, 313.71 feet;
 thence leaving said Southerly line, North 20° 54' 18" West 197.05 feet;
 thence Westerly on a non-tangent curve concave Northerly having a radius of 300.00 feet, through an angle of 08° 40' 51", an arc length of 45.45 feet (the initial radial line bears South 20° 54' 18" East);
 thence North 12° 13' 27" West, 153.00 feet;
 thence North 65° 58' 24" East, 60.14 feet;
 thence North 42° 54' 16" East, 57.44 feet;
 thence North 19° 50' 09" East, 60.14 feet;
 thence North 01° 11' 39" East, 66.42 feet;
 thence North 00° 04' 23" West, 240.00 feet;
 thence North 03° 46' 02" East, 60.14 feet;
 thence North 89° 55' 37" East, 115.97 feet;

thence North 00° 04' 23" West, 108.00 feet;
 thence North 45° 04' 23" West, 16.97 feet;
 thence North 00° 04' 23" West, 66.00 feet;
 thence North 44° 55' 37" East, 16.97 feet;
 thence North 00° 04' 23" West, 105.00 feet to the Southerly line of said Lot 5;
 The following 9 courses being along the Southerly line of said Lot 5;
 thence South 89° 55' 37" West, 135.00 feet;
 thence North 00° 04' 23" West, 240.00 feet;
 thence North 39° 52' 43" West, 38.96 feet;
 thence North 70° 36' 15" West, 90.22 feet;
 thence South 89° 55' 37" West 121.60 feet;
 thence South 76° 07' 03" West 72.57 feet;
 thence North 57° 04' 09" West, 69.02 feet;
 thence North 62° 16' 31" West, 69.87 feet;
 thence North 42° 59' 51" West, 53.18 feet;
 thence leaving said Southerly line, North 00° 04' 23" West, 206.23 feet;
 thence North 13° 34' 08" West, 51.42 feet;
 thence North 00° 04' 23" West, 136.00 feet;
 thence North 89° 55' 37" East, 38.22 feet;
 thence North 44° 55' 37" East, 16.97 feet;
 thence North 00° 04' 23" West, 108.00 feet;
 thence South 89° 55' 37" West, 239.42 feet to the Southeast corner of Lot 82 of
 said Tract 22653-4:

The following 3 courses being along the Easterly line of said Tract 22653-4;
 thence North 08° 07' 35" West, 151.54 feet;
 thence Easterly on a non-tangent curve, concave Southerly having a radius of
 300.00 feet, through an angle of 05° 38' 40", an arc length of 29.55 feet (the
 initial radial line bears North 08° 07' 35" West);
 thence North 02° 28' 55" West, 156.40 feet to the Point of Beginning.

Said legal description is pursuant to Certificate of Compliance Project PW-001-967
 recorded January 10, 1997 as Instrument No. 933, Official Records.

A portion of said land falls within the project boundaries of Tentative Tracts
 22653-3 and 22663-5.

Parcel C: (Orangecrest Hills Partners)

Lot 6 of Tract 24582, in the City of Riverside, County of Riverside, State of
 California, as per map recorded in Book 251, page (s) 13 to 16, inclusive, of Maps,
 in the office of the County Recorder of said County.

Parcel D: (Orangecrest Hills Partners)

Lot 8 of Tract 24582, in the City of Riverside, County of Riverside, State of

California, as per map recorded in Book 251, page(s) 13 to 16, inclusive, of Maps, in the office of the County Recorder of said County.

✓ Parcel E: (Orangecrest Hills Partners)

Lots 1 through 6, inclusive, of Tract 24641, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 251, pages 26 to 28, of maps, in the office of the County Recorder of said County.

DESCRIPTION APPROVAL:

Amel S. R. 11/24/97
CITY OF RIVERSIDE