

COPY

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CODE SECTION 27383**

**RECORDING REQUESTED BY:
CITY OF VACAVILLE**

Recorded in Official Records,
Solano County
Doc#: 201200093597
9/14/2012 11:33 AM

WHEN RECORDED MAIL TO:

**MICHELLE A. THORNBRUGH
CITY CLERK
CITY OF VACAVILLE
650 MERCHANT STREET
VACAVILLE, CA 95688**

**FIRST AMENDMENT TO ANNEXATION
AND DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF VACAVILLE,
AND NORTH VILLAGE DEVELOPMENT, INC.
RELATIVE TO THE PROPERPTTY OWNED BY
NORTH VILLAGE DEVELOPMENT, INC. IN AN AREA
ADJACENT TO THE CITY OF VACAVILLE
AND COMMONLY KNOWN AS NORTH VILLAGE**

**MARC TONNESEN
Solano County
Assessor/Recorder
675 Texas Street, Suite 2700
Fairfield, CA 94533-6338
(707) 784-6290 / Vitals 784-6294**

P CITY OF VACAVIL

Rcpt # 522354 09/14/12 11:33AM

Description Fee

DOC# 201200093597 \$0.00
AMEND AGREEMENT
No Fee \$0.00

Total Amount Due \$0.00

Total Paid

FALL IS IN THE AIR
PLEASE KEEP FOR YOUR REFERENCE

**FIRST AMENDMENT TO ANNEXATION
AND DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF VACAVILLE,
AND NORTH VILLAGE DEVELOPMENT, INC,
RELATIVE TO THE PROPERTY OWNED BY
NORTH VILLAGE DEVELOPMENT, INC. IN AN AREA
ADJACENT TO THE CITY OF VACAVILLE
AND COMMONLY KNOWN AS NORTH VILLAGE**

THIS FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT (hereinafter "First Amendment") is entered into this 31 day of August, 2012, by and between **NORTH VILLAGE DEVELOPMENT, INC**, a California corporation ("Developer"), and the **CITY OF VACAVILLE**, a municipal corporation ("City"). Developer and City are also referred to hereinafter individually as "party" or collectively as the "parties".

RECITALS

This First Amendment is made with reference to the following facts:

A. On February 14, 1995, Developer's predecessor in interest, Mission Land Company ("Mission"), and City entered into an Annexation and Development Agreement for the development of lands in an area adjacent to the City limits, commonly known as "North Village" ("Original Agreement"). Such lands are referred to in the Original Agreement as the "Project Site". *Originally recorded 18-Jan-96 Document Number 1996-00003463.*

B. Subsequent thereto, Mission sold the North Village lands and entitlements to Developer. As Mission's successor in interest, Developer is responsible for developing the North Village lands in accordance with the terms and conditions of the Original Agreement.

C. On April 12, 2011, City's City Council approved Developer's request to initiate a General Plan Amendment for a portion of the Project Site, referred to as North Village Area Plan 1 Unit 5, based on Developer's representation and agreement to annex North Village Area Plan 1 Unit 6 (which shall consist of 176 +/- residential units) to the Infill Public Safety Community Facilities District in exchange for City's commitment to expedite the processing of entitlements for North Village Area Plan 1 Unit 5 and North Village Area Plan 1 Unit 6, as stated in Developer's letter of April 4, 2011.

D. On August 14, 2012, City adopted a Mitigated Negative Declaration for the North Village Specific Plan Amendment, General Plan Amendment, and Planned Development Application, dated July 2011. The Mitigated Negative Declaration affirmed the validity of the mitigation measures adopted in the 1995 North Village Environmental Impact Report and adopted additional Project-specific mitigation measures related to such Specific Plan and General Plan amendments in conformance with City's obligation to consider all environmental impacts as required by Public Resources Code Section 21096.

E. The parties acknowledge that certain clarifications and revisions to the Original Agreement are necessary to address annexing North Village Area Plan 1 Unit 6 into Community Facilities District 12.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties agree as follows:

FIRST AMENDMENT

SECTION 1. SECTION 4 OF THE ORIGINAL AGREEMENT AMENDED.

Section 4.F is added to the Original Agreement to read in full as follows:

F. Annexation of North Village Area Plan 1 Unit 6 to Community Facilities District 12.

The community facilities district required under Section 4.A, above, which is needed to finance public infrastructure and police and fire services, was created in 2004. The district is named Community Facilities District 8 ("CFD 8"). The Project Site is situated within CFD 8. Subsequent to the execution of the Original Agreement, the Vacaville Unified School District decided not to pursue acquisition of the original site designated for an elementary school on the Project Site. For this reason, Developer and the Vacaville Unified School District agreed to reserve an elementary school site in another location on the Project Site. The Developer will reserve an elementary school site in the northern portion of the Project Site. Developer now proposes to develop housing units on the former elementary school site (identified by Developer as North Village Area Plan 1 Unit 5). The Solano County Airport Land Use Commission has determined that development of housing units on the former elementary school site is compatible with the Nut Tree Airport Land Use Compatibility Plan. In order to develop housing units on said Area Plan 1 Unit 5, Developer has applied for a General Plan Amendment to amend the land use designation of Area Plan 1 Unit 5 from "elementary school" to "residential low medium density". If City approves the application, Developer agrees to take all necessary steps to detach Area Plan 1 Unit 6 from CFD 8 and annex said Area Plan 1 Unit 6 into Infill Public Safety Community Facilities District 12 ("CFD 12") prior to the recordation of the final map for units within Area Plan 1 Unit 6.

SECTION 2. SECTION 15.I OF THE ORIGINAL AGREEMENT AMENDED.

Section 15.I of the Original Agreement is amended to read in full as follows:

I. Notices. Any notice or communication required between City or Developer must be in writing, and may be given either personally or by registered mail or certified mail (return receipt requested). If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto, and any Subdivider who acquires a portion of the Project Site, may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communication shall be given to the parties at their addresses set forth below:

If to City, to:

Director of Community Development
City of Vacaville
650 Merchant Street
Vacaville, California 95688

Director of Public Works

City of Vacaville
650 Merchant Street
Vacaville, California 95688

With copies to:

City Attorney
City of Vacaville
650 Merchant Street
Vacaville, California 95688

If to Developer, to:

North Village Development, Inc.
4021 Port Chicago Hwy
Concord, California 94520
Attn: Albert D. Seeno, Jr.

With a copy to:

North Village Development, Inc.
4021 Port Chicago Hwy.
Concord, CA 94520
Attn: General Counsel

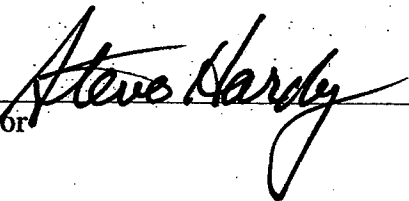
SECTION 3. OTHER TERMS AND CONDITIONS.

All other terms and conditions of the Original Agreement not expressly amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

CITY OF VACAVILLE,
a municipal corporation

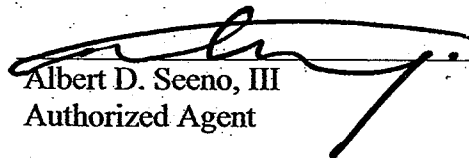
By:



Mayor


NORTH VILLAGE DEVELOPMENT, INC.,
a California corporation

By:



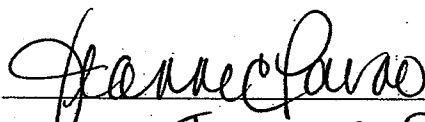
Albert D. Seeno, III
Authorized Agent

Approved as to form:



Gerald L. Hobrecht
City Attorney

Approved as to form:



Name: Jeanne C. Pavao

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

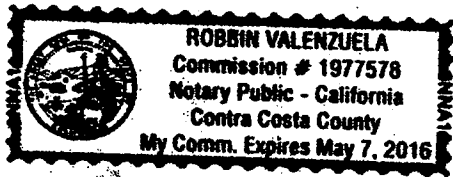
CIVIL CODE § 1189

State of California

County of Contra Costa }

On August 24, 2012 before me, Robbin Valenzuela, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Albert D. Seeno, III
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: Robbin Valenzuela
Signature of Notary Public

Place Notary Seal Above

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: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

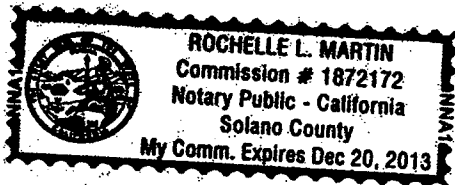
State of California

County of Solano

On Aug. 31, 2012 before me, Rochelle L. Martin, Notary Public

personally appeared Steve Marsy
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: Rochelle L. Martin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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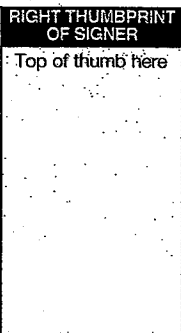
Title or Type of Document: First Amendment - North Village

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: Albert D. Seeno III

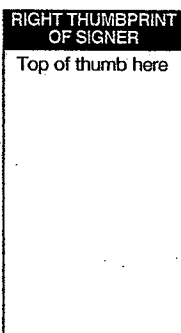
Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____

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



Signer Is Representing: _____