



2015-0005425

Recording Request by
CITY OF SAN JUAN BAUTISTA
311 SECOND STREET
SAN JUAN BAUTISTA, CA 95045

Recorded | REC FEE 0.00
Official Records
County of
San Benito
JOE PAUL GONZALEZ
Clerk-Auditor-Recorder |
| JS
02:00PM 08-Jun-2015 | Page 1 of 6

Return to:
CITY CLERK
CITY OF SAN JUAN BAUTISTA
P.O. BOX 1420
SAN JUAN BAUTISTA, CA 95045

RECORDING FEES EXEMPT
PURSUANT TO GOVERNMENT
CODE SECTION 27383

**FIRST AMENDMENT
TO THE
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SAN JUAN BAUTISTA
AND
R.L. FULTON HOLDING COMPANY, LLC
REGARDING
THE
RANCHO VISTA PROJECT**

**FIRST AMENDMENT
TO THE
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF SAN JUAN BAUTISTA
AND R.L. FULTON HOLDING COMPANY, LLC
REGARDING THE RANCHO VISTA PROJECT**

This First Amendment (“**First Amendment**”) to that Development Agreement dated April 16, 2015 (“**Development Agreement**”), dated this 1st day of June, 2015 (the “**Effective Date**”), is entered into by and between the City of San Juan Bautista, a California municipal corporation (“**City**”), and R.L. Fulton Holding Company, LLC, a California Limited Liability Company (“**Developer**”), pursuant to section 65864 *et seq.* of the Government Code of the State of California, and pursuant to City’s police powers (Article XI, section 7 of the California Constitution). City and Developer are, from time to time, hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**” This First Amendment is entered into on the basis of the following facts, understandings and intentions of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. On February 3, 2015, following a duly noticed and conducted public hearing, the Planning Commission of the City (“**Planning Commission**”), the hearing body for purposes of the Development Agreement Statute, adopted Resolutions that affirmed CEQA compliance for the Development Agreement that this Development Agreement amends, adopted findings that such Development Agreement is consistent with the City’s General Plan, and recommended that such Development Agreement be approved by the City Council. This First Amendment is within the scope of such the Development Agreement considered and acted upon by the Planning Commission, and all such Planning Commission findings and determinations likewise apply to this First Amendment.

B. On March 17, 2015, the City Council adopted the Development Agreement, which became “Effective” on April 16, 2015.

C. Also on March 17, 2015, R.L. Fulton agreed to process an amendment to the Development Agreement, once the original Development Agreement was adopted and became effective, which amendment would include additional public benefits (this First Amendment).

D. This First Amendment amends the Development Agreement. This First Amendment neither amends nor deletes existing Development Agreement text, terms, conditions, etc. in the Development Agreement by implication; all amendments are made in this First Amendment expressly as follows: when new text is added to the Development Agreement by this First Amendment, that new text is expressly shown as underscored (i.e., new text). Except as expressly amended by this First Amendment (in the manner described above), the non-amended text, terms, conditions, etc. of the Development Agreement shall remain in force and effect and are not being re-

of the Development Agreement remain in place as adopted on March 17, 2015 and as became Effective on April 16, 2015.

E. On April 21, 2015, following a duly noticed and conducted public hearing, the City Council of City introduced and conducted the first reading of Ordinance No. 2015-18, an ordinance that affirms CEQA compliance, that adopts findings that this First Amendment is consistent with the City’s General Plan, that approves this First Amendment, and that directs this First Amendment’s execution by City (“Approving Ordinance”). The City adopted the Approving Ordinance on May 21, 2015 and the Approving Ordinance became effective on June 1, 2015, the “Effective Date” for purposes of this First Amendment.

ARTICLE 2
APPLICABLE LAW

2.17 Additional Requirements of Developer.

(a) Generally. To the extent the following terms and conditions of this Section 2.17 are inconsistent with the terms and conditions of the Conditions of Approval attached to VTM 2015-201, the terms and conditions of this Section 2.17 shall apply and control.

(b) Sidewalks. Developer shall install fifty-two (52) feet in length of a five (5) foot wide sidewalk at southeast corner of Third Street and Church Street, together with a handicap ramp at the curb return, in conformance with the requirements of the Americans with Disabilities Act. Developer shall install eighty seven (87) feet in length of a five (5) foot wide sidewalk at the southwest corner of Third Street and Church Street, a ramp at curb return, and seventy six (76) feet in length of vertical curb face. This sidewalk shall be installed at the same time as sidewalks are installed in Phase 1 of the development.

(c) Street Sweeping. Developer shall include “periodical street sweeping and continual street surface maintenance and repair” into the Maintenance Service District, pursuant to the Storm Water Management Program (SWMP) requirements. The Maintenance Service District Fee shall not exceed \$450.00 per residential lot per year.

(d) Construction Hours. Developer shall limit all construction work to occur only between the hours of 7:30 am to 6:00 pm on the days of the week of Monday through Friday, and the hours of 9:00 am to 6:00 pm on Saturdays. Developer shall perform no construction work at any hours on Sundays.

(e) Loud Noises, Vibrations, Etc. Developer shall limit all construction work involving exceptionally loud noises, vibratory equipment, trucks backup devices, and gas powered compaction tools to occur only between the hours of 8:30 am to 4:00 pm on the days of the week of Monday through Friday, and the hours of 9:00 am to 4:00 pm on Saturdays. Developer shall perform no construction work at any hours on Sundays.

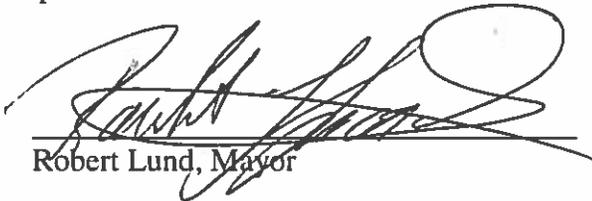
the hours of 9:00 am to 4:00 pm on Saturdays. Developer shall perform no construction work at any hours on Sundays.

(d) Entry Monuments Contribution. Developer shall voluntarily contribute, at the time of the issuance of the development's first residential building permit, \$25,000.00 to the City of San Juan Bautista Enterprise Fund, to be used for the construction of City Entry Monuments.

IN WITNESS WHEREOF, City and Developer have executed this First Amendment as of the date by which both Parties have signed. This First Amendment shall take effect on this First Amendment's "Effective Date" (stated above).

"City":

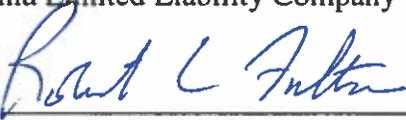
CITY OF SAN JUAN BAUTISTA,
a municipal corporation

By: 
Robert Lund, Mayor



"Developer":

R.L. FULTON HOLDING COMPANY, LLC, a
California Limited Liability Company

By: 
Robert L. Fulton
Its: Managing Member



ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Benito } SS.

On June 2, 2015, before me, Trish Paetz, Notary Public,

personally appeared Robert L. Fulton, 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.

Trish Paetz
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER



6E

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Benito } SS.

On June 2, 2015, before me, Trish Paetz, Notary Public,

personally appeared Robert C. Lund, who proved to me on the

basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ (is) 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.

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Trish Paetz

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