

ORDINANCE NO. 2012-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE 179-LOT, TRACT 932 RESIDENTIAL DEVELOPMENT (TR 932, 2005-47-DA)

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That proper notices of a public hearing have been given and public hearings have been held before the City Council on this issue.

SECTION 2. That the City Council has reviewed and considered the Mitigated Negative Declaration (City Log No. ER 2005-34) and Mitigation Monitoring Report prepared at the time the project was originally approved and has determined that all environmental issues associated with the project have been addressed and no significant environmental impacts will result from approving this amendment to the Development Agreement.

SECTION 3. That upon consideration of the staff report and all public testimony presented at the hearing held on this amendment, this City Council finds that the proposed amendment to the Development Agreement for Tract 932 is consistent with the General Plan and all applicable specific plans of the City of Escondido.

SECTION 4. That the City Council desires at this time and deems it to be in the best public interest to approve the First Amendment to the Development Agreement, attached as Exhibit "A," which is incorporated by this reference, and authorizes the Mayor and City Clerk, on behalf of the City, to execute the First Amendment to the Development Agreement.

SECTION 5. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

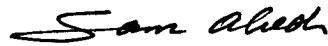
SECTION 6. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 28th¹ day of March 28, 2012 by the following vote to wit:

AYES : Councilmembers: DIAZ, GALLO, MORASCO, WALDRON, ABED
NOES : Councilmembers: NONE
ABSENT : Councilmembers: NONE

APPROVED: 5/0



SAM ABED, Mayor of the
City of Escondido, California

ATTEST:



DIANE HALVERSON, City Clerk of the
City of Escondido, California

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.
CITY OF ESCONDIDO)

I, DIANE HALVERSON, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2012-09 passed at a regular meeting of the City Council of the City of Escondido held on the 28th day of March, 2012, after having been read at the regular meeting of said City Council held on the 21st day of March, 2012.



DIANE HALVERSON, City Clerk of the
City of Escondido, California

ORDINANCE NO. 2012-09

Ordinance No. 2012-09
EXHIBIT A
Page 1 of 2

RECORDING REQUESTED BY:
CITY CLERK, CITY OF ESCONDIDO
WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

RECORDING FEES EXEMPT PER GOVERNMENT CODE SECTION 27383

FIRST AMENDMENT TO
HALL LAND CO., INC., DEVELOPMENT AGREEMENT
(TRACT 932)

This First Amendment to Hall Land Co., Inc., Development Agreement ("Amendment") is made and entered into this _____ day of _____ 2012, by and between the City of Escondido, State of California ("City") and E & B Ranch Properties, LLC, a California limited liability company, including its successors and assigns ("Owner") (collectively, "the Parties").

RECITALS

Whereas, on April 6, 2007, the City and the Owner's predecessor-in-interest, Hall Land Co., Inc., ("Hall"), entered into that certain agreement entitled "Development Agreement for Tract 932" which was recorded on October 31, 2007, Document No. 2007-0695843, Official Records of San Diego County (the "Agreement"). Pursuant to the Development Agreement, Hall agreed to develop certain property more particularly described in the Development Agreement (the "Property"), subject to certain conditions and obligations as set forth in the Agreement.

Whereas, on December 24, 2009, Hall transferred the Property to Owner.

Whereas, Hall assigned the Agreement to Owner. As such, Owner assumed all rights, title, interest, burden, and obligation under the Agreement with respect to and as related to the Property.

Whereas, the terms defined in the Agreement shall have the same meaning in this Amendment, unless otherwise specified herein.

The Parties now desire to amend the Agreement to extend the Term of the Agreement to allow the Parties to negotiate other terms of the Agreement.

NOW, THEREFORE, City and Owner agree as follows:

1. **Extension of the Term of the Agreement.**

The Term, as defined under Article III, Section 1 of the Agreement, is hereby extended from April 6, 2012 to August 4, 2012, unless terminated, modified, or extended as permitted by the Agreement.

2. **Agreement Still in Effect.**

All other terms of the Agreement between City and Owner shall remain in full force and effect; in the event of any conflict between any specific provision of the Agreement and this Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Hall Land Co., Inc., Development Agreement as of the date set forth above.

CITY OF ESCONDIDO

By: _____
Its: Mayor

CITY OF ESCONDIDO,

By: _____
Its: Clerk

E & B Ranch Properties, LLC

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:
CITY OF ESCONDIDO

By: _____
Jeffrey R. Epp, Esq.
Its: City Attorney

RECORDING REQUESTED BY:

CITY CLERK, CITY OF ESCONDIDO

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF ESCONDIDO
201 N. BROADWAY
ESCONDIDO, CA 92025

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By: _____
Its: Mayor

CITY OF ESCONDIDO,

By: _____
Its: Clerk

E & B Ranch Properties, LLC

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:
CITY OF ESCONDIDO

By: _____
Jeffrey R. Epp, Esq.
Its: City Attorney