

Sara Conti



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2002-0143109

Thursday, NOV 14, 2002 08:02:00

NOC \$0.00
Ttl Pd \$0.00

Nbr-0000728932
at1/R3/1-12

Recording Requested by

CITY OF ROSEVILLE

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code 27383

(THIS SPACE RESERVED FOR RECORDER'S USE)

Title: Third Amendment of Development Agreement

ST /cc

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Roseville

Roseville, CA 95_____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**THIRD AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
DIAMOND CREEK PARTNERS
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN**

THIS AMENDMENT is entered into this 9th day of October, 2002, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and DIAMOND CREEK PARTNERS LTD., a California limited partnership ("LANDOWNER"), pursuant to the authority of sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. LANDOWNER and CITY entered into a Development Agreement (the "Development Agreement"), which was approved by the City Council of CITY on August 20, 1997 and which was recorded on September 29, 1997 in the Official Records of Placer County, California, as Instrument No. 97-059806. LANDOWNER and CITY entered into the First Amendment to the Development Agreement on August 31, 1998, which amendment was recorded on September 15, 1998 in the Official Records of Placer County, California, as Instrument No. 98-0073814. LANDOWNER and CITY entered into the Second Amendment to the Development Agreement on September 17, 1999, which amendment was recorded on 9/17/99, 1999 in the Official Records of Placer County, California, as Instrument No. 99-0082604. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement

B. The City Council has approved an amendment to the North Roseville Specific Plan by Resolution No. 02-15 (the "Specific Plan Amendment"), which amendment amends the land use designation of Parcel DC-32 from Business Professional to Single Family, Low Density Residential;

C. This Third Amendment amends the Development Agreement. It affects the real property described in **Exhibit "A"** attached to the Development Agreement and shall run with the land.

D. The City Council has determined that this Amendment (the "Third Amendment") to the Development Agreement is consistent with the General Plan and North Roseville Specific Plan.

E. Entitlements

1. The City of Roseville General Plan, as amended by Resolution # 02-14.
2. The North Roseville Specific Plan, as amended by Resolution # 02-15.
3. The City of Roseville Zoning Ordinance, as amended by Ordinance # 3787.

NOW, THEREFORE, the parties mutually agree as follows:

1. Amendment of Development Agreement. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. Revised Section 2.2 Vested Entitlements. The approximate land use designations and acreages as set forth in section 2.2 of the Development Agreement are hereby revised to amend the land use designation of Parcel DC-32 from Business-Professional to Single Family, Low Density Residential and the acreages to read as follows:

Single Family, Low Density Residential:	725 units on 175.2 acres;
Single Family, Medium Density Residential:	72 units on 9.3 acres;
Multi-Family Residential:	200 units on 10.00 acres;
Community Commercial:	28.1 acres;
Public/Quasi Public (School)	7.9 acres;
Other Public (Electric Substation, Pump and ROW)	25.1 acres;
Park:	35.1 acres; and
Open Space:	22.2 acres.

b. New Exhibit "B". The previous Exhibit "B" is hereby deleted and replaced by **Exhibit "B"** attached to this Agreement.

c. Revised Section 10 - Notices. The address of LANDOWNER under section 10 shall be revised as follows:

Diamond Creek Partners Ltd.
Attention: Stephen L. Des Jardins
130 Diamond Creek Place, Suite 1
Roseville, CA 95747.

2. Consistency With the General Plan. The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

3. Amendment. This Amendment amends but does not replace or supersede the Development Agreement except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

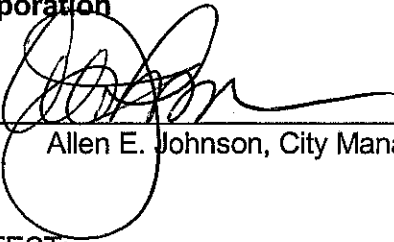
4. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "B" - Land Uses

6. Form of Amendment. This Amendment is executed in two duplicated originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the CITY OF ROSEVILLE, a municipal corporation, has authorized the execution of this Third Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 3788, adopted by the Council of the City of Roseville on 16th day of January, 2002, and LANDOWNER has caused this Amendment to be executed.

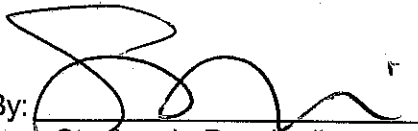
CITY OF ROSEVILLE, a municipal corporation

By: 
Allen E. Johnson, City Manager

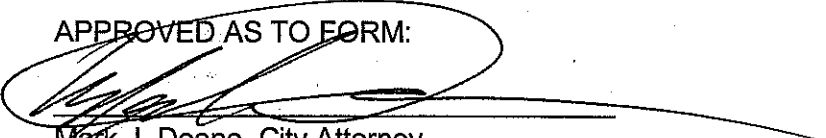
ATTEST:


Carolyn Parkinson, City Clerk

DIAMOND CREEK PARTNERS LTD., a California limited partnership

By: 
Stephen L. Des Jardins
President of Diamond Equities, Inc.
General Partner

APPROVED AS TO FORM:

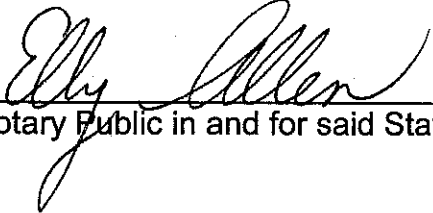

Mark J. Doane, City Attorney

5

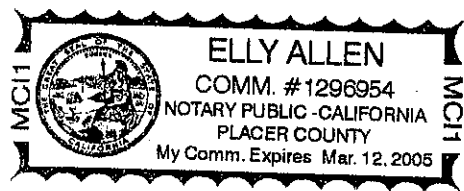
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 9th day of October in the year of 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document: Third Amendment of Development Agreement with Diamond Creek Partners Relative to the North Roseville Specific Plan

Date of Document: October 9, 2002

Acknowledgment – All Purpose

6

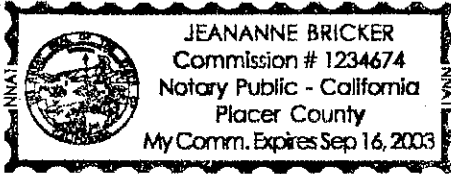
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Placer } ss.

On July 19, 2002, before me, Jeananne Bricker, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Stephen L. Dos Jardins
Name(s) of Signer(s)

- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Jeananne Bricker
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: Third Amendment of Development Agreement

Document Date: _____ Number of Pages: 4 Exhibits

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____

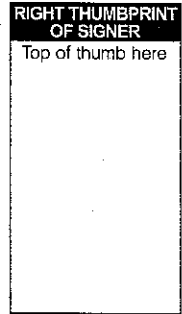


Exhibit A (1 of 2)

DESCRIPTION

That certain property situated in the State of California, County of Placer, City of Roseville, described as follows:

Parcel 32 as shown on that certain map entitled "Plat of Diamond Creek Large Lot Subdivision", filed in the office of the County Recorder of Placer County, California on July 22, 1998, in Book U of Maps, at page 86.

SEWER LINE COURSE TABLE

A.	N75°16'25"W	35.47	S44°21'49"W	132.25
B.	S83°41'11"W	329.86	N1°12'14"E	81.37
C.	N77°07'51"W	230.71	N46°10'41"W	108.66
D.	N77°07'51"W	230.71	N46°10'41"W	108.66
E.	S88°54'21"W	288.54	N41°51'10"W	130.72
F.	S28°15'08"W	282.11	N41°51'10"W	130.72
G.	S28°15'08"W	282.11	N41°51'10"W	130.72
H.	S10°09'03"W	41.41	S74°31'32"W	150.50

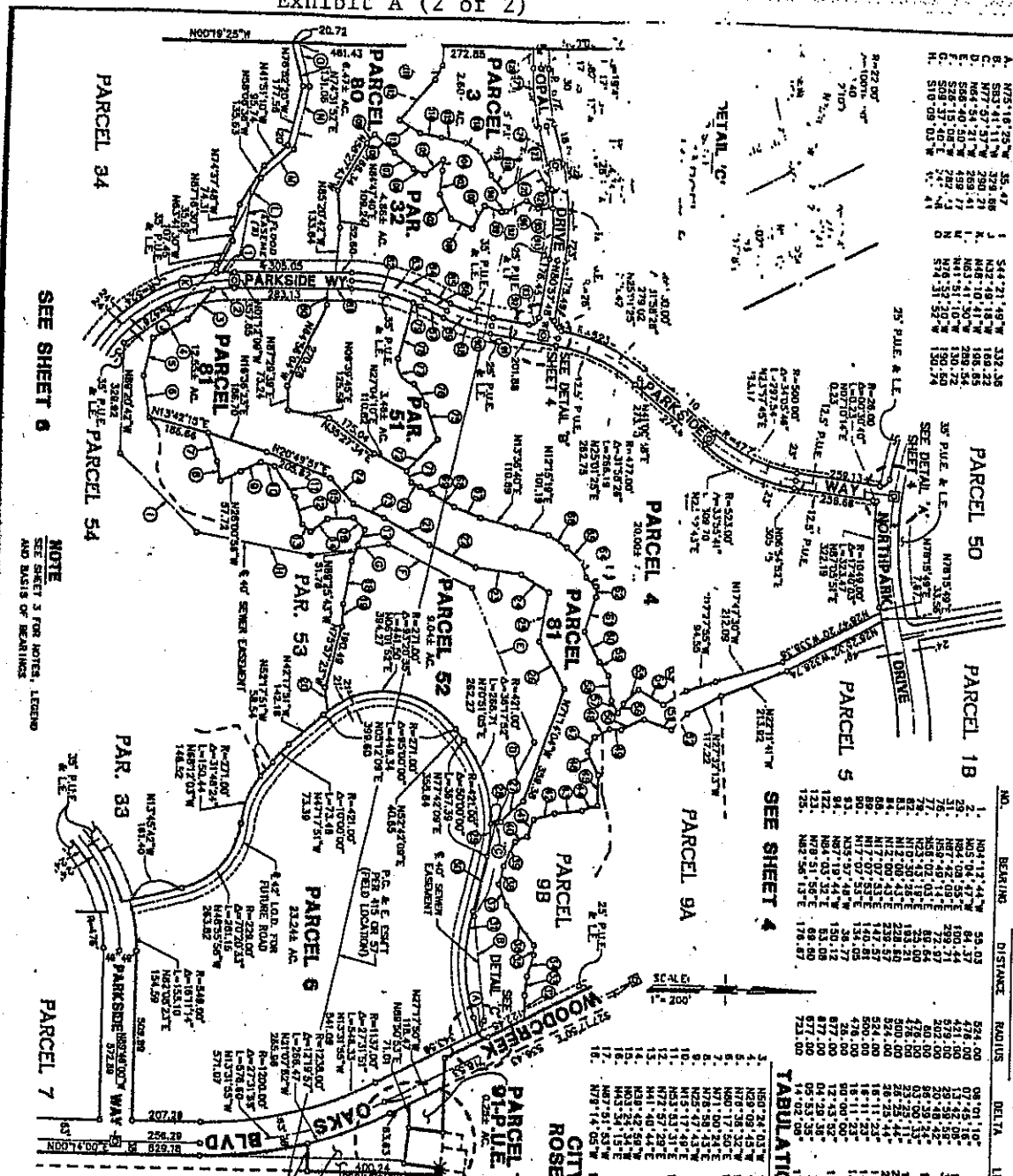
SEE SHEET 4

CURVE TABLE

NO.	BEARING	DISTANCE	RADIUS	DELTA	LENGTH
1.	N04°12'44"W	59.03	524.00	08°01'10"	54.42
2.	N05°08'47"E	81.37	476.00	07°42'18"	84.42
3.	N87°02'35"E	200.74	202.00	13°14'36"	180.68
4.	N87°02'35"E	200.74	202.00	13°14'36"	180.68
5.	N87°02'35"E	200.74	202.00	13°14'36"	180.68
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DIAMOND CREEK LARGE LOT SUBDIVISION
 BEING PARCEL 1, 28 PM 55,
 PARCELS 1 & 2, 28 PM 138 AND A PORTION
 OF PARCEL 2, 20 PM 125, P.C.R.
 A PORTION OF SECTION 17,
 T. 11 N., R. 6 E., M.D.M.
 CITY OF ROSEVILLE
 PLACER COUNTY CALIFORNIA
 SCALE 1"=200'
 JUNE 1998
ANDREGGI, INC.
 SURVEYING ENGINEERS
 4500 CALIFORNIA
 (530) 985-7072

SEE SHEET 6
 NOTE
 SEE SHEET 3 FOR NOTES, LEGEND
 AND BASIS OF MEASUREMENTS

SEE SHEET 4
 SEE SHEET 4
 SEE SHEET 4

PARCEL 34
 PARCEL 50
 PARCEL 18
 PARCEL 4
 PARCEL 52
 PARCEL 81
 PARCEL 53
 PARCEL 5
 PARCEL 9A
 PARCEL 9B
 PARCEL 9C
 PARCEL 7
 PARCEL 33
 PARCEL 6
 PARCEL 91-P
 PARCEL 90-P
 PARCEL 90-PUE

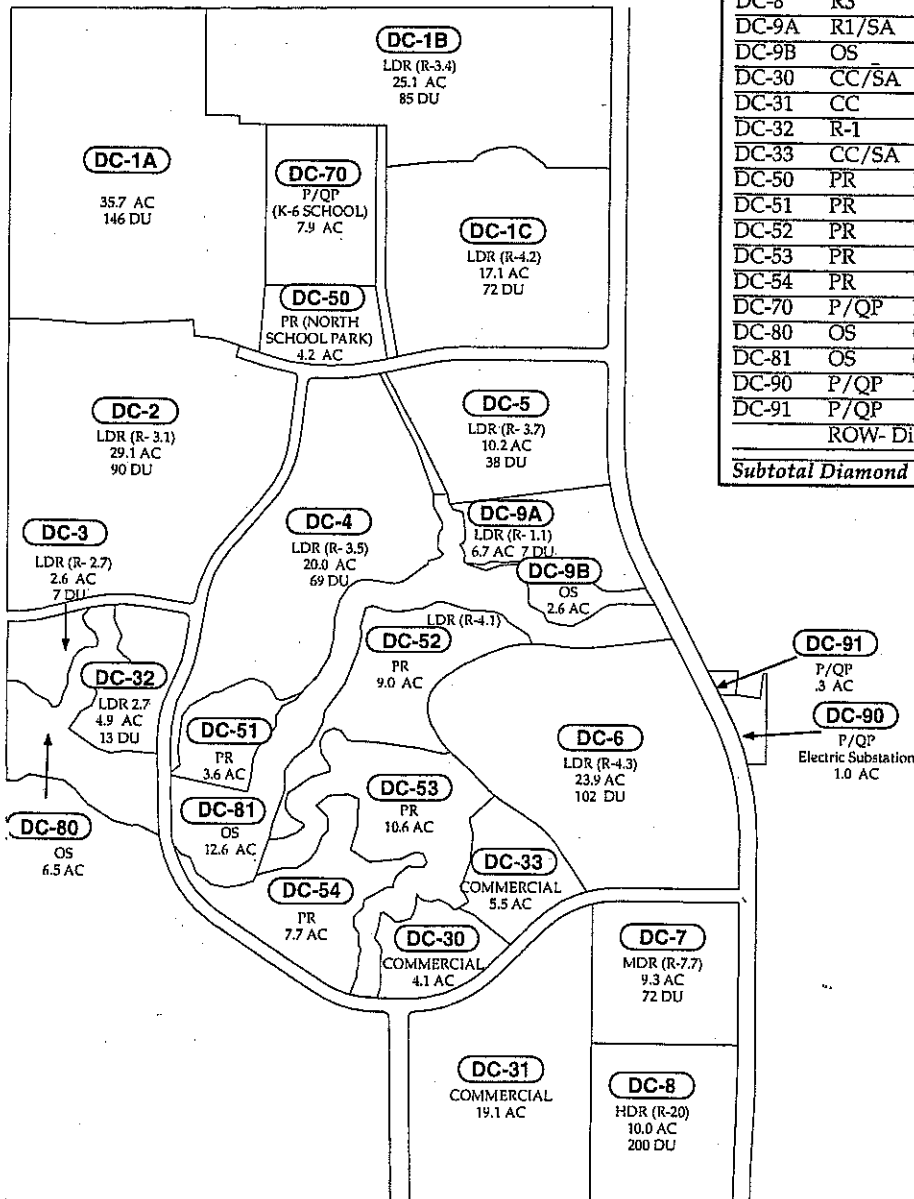
WOODBROOK DRIVE
 OAKWOOD BLVD
 PARKSIDE WAY

SEWER LINE COURSE TABLE

SEWER LINE COURSE TABLE

EXHIBIT B

Land Use for Diamond Creek



Land Use by Parcel Table					
Parcel	Zoning	Land Use	Density	Net Acreage	Units
DIAMOND CREEK					
DC-1A	R1	LDR	4.1	35.7	146
DC-1B	R1	LDR	3.4	25.1	85
DC-1C	R2	LDR	4.2	17.1	72
DC-2	R1	LDR	3.1	29.1	90
DC-3	R1	LDR	2.7	2.6	7
DC-4	R1	LDR	3.5	20.0	69
DC-5	R1	LDR	3.7	10.2	38
DC-6	RS	LDR	4.3	23.9	102
DC-7	RS/DS	MDR	7.7	9.3	72
DC-8	R3	HDR	20.0	10.0	200
DC-9A	R1/SA	LDR	1.1	6.7	7
DC-9B	OS	Open Space		2.6	
DC-30	CC/SA	Community Commercial		4.1	
DC-31	CC	Community Commercial		19.1	
DC-32	R-1	LDR (rezoned)	2.7	4.9	13
DC-33	CC/SA	Community Commercial		5.5	
DC-50	PR	North School Park		4.2	
DC-51	PR	Diamond Creek Park		3.6	
DC-52	PR	Diamond Creek Park		9.0	
DC-53	PR	Diamond Creek Park		10.6	
DC-54	PR	Diamond Creek Park		7.7	
DC-70	P/QP	Elementary School		7.9	
DC-80	OS	Open Space		6.5	
DC-81	OS	Open Space		12.6	
DC-90	P/QP	Electric Substation		1.0	
DC-91	P/QP			0.3	
ROW- Diamond Creek				23.8	
Subtotal Diamond Creek				313.1	901



BLUE OAKS BOULEVARD

ORDINANCE NO. 3788

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE
DIAMOND CREEK PARTNERS, LTD., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Third Amendment to Development Agreement with the Diamond Creek Partners Ltd., to alter and clarify provisions in the existing Development Agreement relating to the fee credits.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Third Amendment to Development Agreement for the North Roseville Specific Plan, and makes the following findings:

1. The Third Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the North Roseville Specific Plan;
2. The Third Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Third Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Third Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The Third Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Third Amendment to Development Agreement.

SECTION 3. The Third Amendment to Development Agreement by and between the Diamond Creek Partners Ltd. and the City of Roseville is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Third Amendment Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.


SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 16th day of January, 2002, by the following vote on roll call:

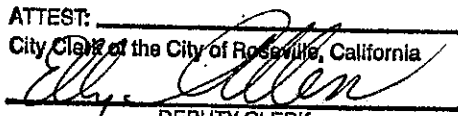
AYES	COUNCILMEMBERS:	Earl Rush, Richard Rocucci, Gina Garbolino, Rocky Rockholm Claudia Gamar
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK