COMPLETE THIS INFORMATION: RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO: CITY CLERK CITY OF ROSEVILLE 311 VERNON STREET, OFFICE 208 ROSEVILLE, CA 95678 95-06**9**781

Rec Fee Total .00

13

Recorded Official Records County of Placer Jim McCauley

1-2-96

GV

Recorder 11:33am 28-Nov-95

THIS SPACE FOR RECORDERS USE

TITLE OF DOCUMENT:

Development Agreement for NERSP Urban Reserve Parcel 1

FILED

JAN 05 1996

CITY OF ROSEVILLE BY ______

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Additional recording fee applies)

Copy of original doc: The Olegander Company
Northerst Coveredly Sweet police 1-04

CF: 0401-03-06 NERSP

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, JOHNSON RANCH INVESTORS, AND THE ALEXANDER COMPANY, RELATIVE TO NORTHEAST ROSEVILLE SPECIFIC PLAN

URBAN RESERVE PARCEL NO. 1

This Development Agreement (hereinafter "Agreement") is entered into this

20th day of November, 1995, by and between the City of Roseville, a

municipal corporation, (hereinafter "CITY"), Johnson Ranch Investors, a California and Urban Reserve Investors, a California limited partnership limited partnership/ (hereinafter "LANDOWNER") and The Alexander Company, a sole proprietorship, (hereinafter "ALEXANDER") pursuant to the authority set forth in Government Code section 65864 et seq.



WITNESSETH

WHEREAS, LANDOWNER owns certain real property within the Northeast Roseville Specific Plan, as described in Exhibit "A", attached hereto and incorporated herein by reference, (hereinafter "Property"), and

WHEREAS, the Property is currently defined by the City General Plan as Urban Reserve, and is subject to certain restrictions on use and development as defined by the General Plan and the Northeast Roseville Specific Plan requiring submission of

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a specific plan and other requirements prior to the issuance of further development entitlements thereon, and

WHEREAS, LANDOWNER wishes to subdivide the Property and separate therefrom one new parcel of approximately 2.2 acres to be located on the southwest corner of North Sunrise Boulevard and East Roseville Parkway as described in Exhibit "B", attached hereto and incorporated herein by reference (hereinafter "New Parcel") and to convey the same to ALEXANDER, and

WHEREAS, CITY, LANDOWNER, and ALEXANDER wish to memorialize and define in a development agreement their mutual agreement as to the conditions and restrictions which will apply to the creation of the New Parcel and which, taken as a whole, allow for the finding to be made that the subdivision is not inconsistent with the General Plan,

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Creation of the New Parcel from the Property does not create any right to or expectation of any specific future land use entitlement approval by CITY for the New Parcel. The New Parcel shall continue to be designated as Urban Reserve, and shall be subject to the same restrictions on development as are applicable to the Property under the General Plan, Northeast Roseville Specific Plan, and any development agreement pertaining thereto as of the date of execution hereof. Approval of the creation of the New Parcel does not imply that the New Parcel is capable of being served by public utilities.

- 2. The New Parcel shall: 1) be included within any future specific plan which otherwise pertains to the Property generally; 2) be subject to any development agreement for the implementation thereof, and; 3) participate in any financing mechanism(s) for infrastructure therein, including but not limited to a community facilities district or a landscape and lighting district.
- 3. No new land use entitlements may be applied for or shall be approved for the New Parcel prior to the adoption of a specific plan for the Property, the execution of any related development agreement(s), and the creation of any financing mechanism(s) therefor, except as may provide for the benefit of the public as stated in Policy 2 of the Growth Management Urban Reserve section of the Land Use Element of the General Plan.
- 4. All future applications for land use entitlements for the New Parcel shall be subject to review under the California Environmental Quality Act (Public Resources Code section 21000 et seq.). Due to its location and configuration, the New Parcel may be subject to environmental and physical constraints affecting its future developability and the approval of future land use entitlements which have not been evaluated, including but not limited to topography, access, easement requirements, and oak trees.
- 5. This Agreement shall be referenced on the face of the parcel map creating the New Parcel, and shall constitute a recorded restriction of record as to the New Parcel.

- 6. It is specifically understood and agreed by and between the parties hereto that the creation of the New Parcel is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement
- 7. In the event of any legal action instituted by a third party or governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.
- 8. This Agreement shall be subject to and construed in accordance and harmony with Article 30 of Ordinance 802 of the City of Roseville (the Zoning Ordinance) as it may be amended from time to time.
- 9. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to CITY shall be addressed as follows:

Planning Director City of Roseville 316 Vernon Street, Suite 104 Roseville, CA 95678

Notice required to be given to LANDOWNER shall be addressed as follows:

Johnson Ranch Investors c/o Christine Anderson Alder Hill Development Co. 7700 College Town Drive Sacramento, CA 95826

Notice required to be given to ALEXANDER shall be addressed as follows:

The Alexander Company Nick Alexander 1408 Adamson Court Roseville, CA 95661

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and thereafter notices shall be addressed and transmitted to the new address.

- 10. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, provisions, covenants and conditions shall remain in full, force and effect.
- 11. This Agreement shall be binding upon LANDOWNER, ALEXANDER, and each of their successors-in-interest, assigns and heirs.
- 12. Nothing herein shall be deemed to amend, change or alter any provision in any other development agreement which may affect or pertain to the Northeast Roseville Specific Plan. To the extent applicable, the provisions of this Agreement shall be deemed cumulative and in addition to the provisions of any other development agreement which may affect or pertain to the New Parcel.

IN WITNESS WHEREOF the CITY OF ROSEVILLE, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 2924, adopted

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CITY OF ROSEVILLE, a municipal corporation

BY:

ALLEN E. JOHNSON

City Manager

ATTEST:

; DV.

CAROLYN PARKINSON

APPROVED AS TO FORM:

BY:

MARK I DOANE

For City Attorney

JOHNSON RANCH INVESTORS, a California limited partnership

BY: AKT Development
Corporation, a California
corporation, General Partner

BY

ANGELOK. TSAKOPOULOS

President

URBAN RESERVE INVESTORS, a California limited partnership

BY: AKT Development Corporation, a California corporation, General Partner

ANGELO K. TSAKOPOULOS

President

THE ALEXANDER COMPANY,

a sole proprietorship

BY:

NICHOLAS ALEXANDER

CONSENT

We, the undersigned, have reviewed the above Development Agreement by and between the City of Roseville, Johnson Ranch Investors and The Alexander Company, and hereby acknowledge and consent to its recordation against the Subject Property defined therein.

JOHNSON RANCH INVESTORS, a California limited partnership

BY: AKT Development

Corporation, a California

corporation, General Partner

BY

ANGELO/K) TSAKOPÓULOS

President

URBAN RESERVE INVESTORS, a California limited partnership

BY: AKT Development

Corporation, a California corporation, General Partner

 $\mathbf{R}\mathbf{V}$

ANGELOCK TSAKOPOULO

President

THE ALEXANDER COMPANY,

a sole proprietorship

BY.

ICHOLAS ALEXĀNDER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	CAPACITY CLAIMED BY SIGNER
County of Sacramento	Though statute does not require the Notary to
On Slack before me Shari Dennis Notary Public Name, Title, e.g. "Jane Doe, Notary Public"	fill in the data below, doing so may prove invaluable to persons relying on the document. INDIVIDUAL
personally appearedNicholas Alexander,	CORPORATE OFFICER(S)
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 this instrument. WITNESS my hand and official seal.	Title(s) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: Name of person(s) or entity(ies)
——————————————————————————————————————	
THIS CERTIFICATE MUST BE ATTACHED TO OR BE A PART OF THE DOCUMENT DESCRIBED AT RIGHT: Though the data requested here is not required THIS CERTIFICATE MUST BE TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES H D	IT Development Agreement ATE OF DOCUMENT 8/26/95
	IED ABOVE
Copyright 1993 National Notary Association Canoga Park, CA	

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STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this 23rd day of August, 1995, before me, A. Brooke, a Notary Public in and for the State of California, personally appeared Angelo K. Tsakopoulos, personally known to me (or proved 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.

(Notary Public)

A. BRCOKE
Comm. # 1052273
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires Feb. 23, 1999

COUNTY OF PLACER)	
personally known to me (or pr	in the year of 1995, before me, the and State, personally appeared allow E. John coved on the basis of satisfactory evidence to be	ersigned, a

person(s) whose names 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.

porton(b) dodes, executed the Institute.

WITNESS my hand and official seal.

STATE OF CALIFORNIA

Notary Public in and for said State



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

Title or Type of Document Nevelop, Agrest, - Urban Reserve farcel 16.1.

Date of Document 11.15.95

Acknowledgment - All Purpose

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ORDINANCE NO. 2924

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT FOR PROPERTY WITHIN THE NORTHEAST ROSEVILLE SPECIFIC PLAN AREA (THE ALEXANDER PROPERTY) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. In accordance with Article 30 of Ordinance No. 802, 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 Development Agreement for the Alexander property (as such property is described in the subject Development Agreement) by and between the City of Roseville, Johnson Ranch Investors, Urban Reserve Investors and The Alexander Company.

SECTION 2. The City Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for the Alexander property and makes the following findings:

- 1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Northeast Roseville Specific Plan;
- 2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;
- 3. The Development Agreement is in conformity with public convenience, general welfare and good land use practice;
- 4. The Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
- 5. The Development Agreement will not adversely affect the orderly development of property of the preservation of property values; and
- 6. The development permitted by the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Development Agreement.