Recording Requested by

CITY OF ROSEVILLE

When Recorded Mail to: City Clerk City of Roseville 2000 Hilltop Circle Roseville, CA 95747

Exempt from recording fees Pursuant to Govt. Code 27383

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2001-0136402

Tuesday, DEC 18, 2001 08:01:00

Ttl Pd \$0.0

Nbr-0000554763

(THIS SPACE RESERVED FOR RECORDER'S USE)

Title: Thirteenth Amendment to the Development Agreement By and Between the City of Roseville and Roseville Properties Investment Partners Ltd., relative to the Development known as Regional 65 Centre

CF; 0401-03-09 #15 Seneal Blan Menduents North Central Real Freupin Plan Record and When Recorded Return Original to:

City Clerk City of Roseville 311 Vernon Street, Room 208 Roseville, CA 95678

> THIRTEENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD., RELATIVE TO THE DEVELOPMENT KNOWN AS REGIONAL 65 CENTRE

> > September 2001 (Parcel 18C)

THIS THIRTEENTH AMENDMENT to the Development Agreement By And Between The City Of Roseville and Roseville Properties Investment Partners Ltd. Relative To The Development Known As Regional 65 Centre is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City") and Oakville Reserve, Ltd., a Florida limited partnership ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

- A. The City and Landowner's predecessor in interest, Roseville Properties Investment Partners Ltd. ("RPIP") entered into a Development Agreement regarding certain property known as Regional 65 Centre (the "Development Agreement"), which was approved by the City Council of City of September 5, 1990, and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.
- B. On September 20, 1995, City and RPIP, by Ordinance No. 2917, entered into the First Amendment of the Development Agreement (the "First Amendment"). The First Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059717.
- C. On October 4, 1995, City and RPIP, by Ordinance No. 2921, entered into the Second Amendment of the Development Agreement (the "Second Amendment"). The Second Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059585.
- D. On December 6, 1995, City and RPIP, by Ordinance No. 2937, entered into the Third Amendment of the Development Agreement (the "Third Amendment"). The Third Amendment was recorded on January 12, 1996, in the Official Records of Placer County as Instrument No. 96-002-015.

- E. On February 5, 1996, City and RPIP, by Ordinance No. 2955, enter the Fourth Amendment of the Development Agreement (the "Fourth Amendment of The Fourth Amendment was recorded on February 9, 1996, in the Official Records Placer County as Instrument No. 96-007432.
- F. On June 23, 1997, City and RPIP, by Ordinance No. 3108, entered into the Fifth Amendment of the Development Agreement (the "Fifth Amendment"). The Fifth Amendment was recorded on October 30, 1997, in the Official Records of Placer County as Instrument No. 97-0067514-00.
- G. On September 2, 1998, City and Richland Irvine, Inc. ("Richland") by Ordinance No. 3261, entered into the Sixth Amendment of the Development Agreement (the "Sixth Amendment"). The Sixth Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020245.
- H. On November 4, 1998, City and Richland by Ordinance No. 3280, entered into the Seventh Amendment of the Development Agreement (the "Seventh Amendment"). The Seventh Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020246.
- I. On May 17, 2000, City and Richland by Ordinance No. 3516, entered into the Eighth Amendment of the Development Agreement (the "Eighth Amendment"). The Eighth Amendment was recorded on June 21, 2000, in the Official Records of Placer County as Instrument No. 2000–0044211
- J. On February 9, 2000, City and Richland by Ordinance No. 3469, entered into the Ninth Amendment of the Development Agreement (the "Ninth Amendment"). The Ninth Amendment was recorded on March 27, 2000, in the Official Records of Placer County as Instrument No. 00-0019534.
- K. On July 5, 2000, City and Parkland Reserve, Inc. by Ordinance No. 3551, entered into the Tenth Amendment of the Development Agreement (the Tenth Amendment"). The Tenth Amendment was recorded on September 28, 2000, in the Official Records of Placer County as Instrument No. 00-0071888.
- M. On December 20, 2000, City and Richland's successor, for Parcels 38, 39A and 39B only, by Ordinance No. 3603 ____, entered into the Twelfth Amendment of the Development Agreement (the "Twelfth Amendment"). The Twelfth Amendment was recorded on March 16, 2001, in the Official Records of Placer County as Instrument No. 2001-0022571 _.
- N. Concurrent with its consideration of this Thirteenth Amendment, City is processing a General Plan Amendment (Resolution No. <u>01–513</u>), Specific Plan Amendment (Resolution No. <u>01–51</u>), and a Rezone (Ordinance No. __) for purposes of 3744

Thirteenth Amendment to Development Agreement

redesignating Parcel 18C to Business Professional uses. City and Landowner wish to enter into this Thirteenth Amendment in order to provide consistency with these land use approvals.

- O. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.
- P. The property subject to this Amendment, North Central Roseville Specific Plan ("NCRSP") Parcel 18C (the "Rezone Property"), is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference. The Rezone Property is currently owned by Landowner.

AGREEMENT

- 1. The prior Section 2.A.1. of the Development Agreement, page 7 of 53, is superseded and is amended and substituted herewith, and Section 2.A.1., as set forth below, is substituted therefore:
 - 2.A.1. <u>Generally</u>. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to said property shall be those set forth in this Agreement, the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement, and the Schematic Development Plan attached hereto as Exhibit B and the Table of Land Uses attached hereto as Exhibit C; provided, however, that the size and shape of particular parcels of the Property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1.F.2.

City is bound with respect to the uses permitted under this Agreement only insofar as this Agreement so provides or as otherwise sets forth in law or ordinance.

City agrees that land use is granted and grants such land use herewith to the Property subject to this Agreement as follows: 106.68 acres, more or less, of Business and Professional land use; 85.20 acres of Community Commercial land use; 41.5 acres of Commercial land use; 94.2 acres of Regional Commercial land use (subject to Section 2.D.1. hereof); 105.4 acres, more or less of BP/Commercial land use; 46.47 acres of Planned Development land use; 2.28 acres of Neighborhood Commercial land use; 1.09 acres of day care use; and 3,342 dwelling units for residential use, all as set forth on Exhibit B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or the Zoning Ordinance provides on the effective date of this Agreement. The permitted square footage of structures constructed on land allocated to Business and Professional Use shall not exceed forty percent (40%) or be less than thirty

percent (30%) of the square footage of the parcel upon which the structure is constructed if such structure is a single story. The permitted square footage of each floor of such structure shall not exceed thirty-five percent (35%) or be less than twenty-eight (28%) of the land area if such structure is two or more stories.

- The prior Section 2.C.1.a. of the Development Agreement, page 8 of 53, is superseded and is amended by substitution herewith, and Section 2.c.1.a., as set forth below, is substituted therefore:
 - 2.C.1.a. Landowner agrees that sites for three hundred ninety-four (394) residential units will be reserved for residents with earnings falling within the very low (less than fifty percent (50%) of median income) and low (fifty percent (50%) to eighty percent (80%) of median income) categories. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville.
- The prior Section 2.C.1.b of the Development Agreement, page 8 or 53, is superseded and is amended by substitution herewith, and Section 2.C.1.b, as set forth below, is substituted therefore:

2.C.1.b. The reservations provided in this Section 2.C.1 shall be as follows:

Parcel 20 One Hundred Twenty-(120) units Parcel 20C Twenty-Six (26) units Parcel 21B One Hundred Forty-Nine (149) units [+35 via density bonus] Parcel 27 Twenty-six (26) units Parcel 28 Eleven (11) units Parcel 42B Twenty-seven (27) units

- The prior Section 2.C.2.a. of the Development Agreement, page 10 of 53, is superseded and is amended by substitution herewith, and Section 2.C.2.a., as set forth below, is substituted therefore:
 - Landowner agrees that ninety-five (95) residential units will be reserved for purchase by owner-occupant residents with earnings falling within the middle income (eighty percent (80%) to ninety-nine and one-half percent (99.5%) of median income) category. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or I accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville. The reservations provided in this Section 2.C.2.a. shall be as follows:

Parcel 1	Eighteen (18) units
Parcel 2	Six (6) units
	Six (0) utilits
Parcel 3	Twelve (12) units
Parcel 8	Six (6) units
Parcel 9	Two (2) units
Parcel 10	Two (2) units
Parcel 14	Ten (10) units
Parcel 15	Thirteen (13) units
Parcel 17A	Six (6) units
Parcel 17B	Five (5) units
Parcel 18A	Two (2) units
Parcel 18B	Three (3) units
Parcel 19	Eight (8) units
Parcel 26	Two (2) units
1 at CE1 20	rwo (z) unus

5. The prior Section 3.A.3.a. of the Development Agreement, pages 18-19 of 53, is superseded and is amended by substitution herewith, and Section 3.A.3.a., as set forth below, is substituted therefore:

3.A.3 Park and Open Space Sites.

- 3.A.3.a. Landowner, upon demand of City, shall dedicate, grant or convey:
- (i) A 4.5-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 50A on the Schematic Development Plan.
- (ii) A 10.1-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 52 on the Schematic Development Plan.
- (iii) A 4.5-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 53 on the Schematic Development Plan.

(iv) [Reserved]

- (v) A 2.9-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55B on the Schematic Development Plan.
- (vi) A 2.9-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55C on the Schematic Development Plan.
- (vii) A 0.88-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55D on the Schematic Development Plan.

- (viii) A 13.3-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 56 on the Schematic Development Plan.
- (ix) A 1.81-acre, more or less, portion of its property for the purposes of a park and preserve, shown as Parcel 90 on the Schematic Development Plan.
- (x) A 13.67-acre, more or less, portion of its property for the purposes of a vernal pool preserve, shown as Parcel 91 on the Schematic Development Plan. City agrees that such parcel shall be maintained in accordance with Sections 2.E.2.b and 3.G.6 hereof.
- 88.3 acres of flood plain for flood control, recreational uses and wildlife habitat preservation, shown as Parcels 80A, 80B, 82, 83, 84, 86 and 87 on the Schematic Development Plan. City agrees that such parcels shall be maintained in accordance with Sections 2.E.2.b and 3.G.6 hereof. City agrees to provide a commercial street right-of-way together with related slope, bike trail and public utility easements across lower watershed Parcel 84 and Parcel 55A for the purpose of providing a roadway connection between Parcels 48 and 49. Such right-of-way and related easements shall be located in or near the powerline corridor easements as shown on Exhibit B. City also agrees to provide related slope and public utility easements across lower watershed Parcel 84 for the purpose of providing utility connections between Parcels 18A/18B and Parcel 18C as shown on Exhibit M. If future utility configurations require such easements be relocated, Landowner acknowledges that City approval and an abandonment procedure will be required. Landowner shall record a relinquishment of the roadway connection portion of the existing easement between Parcels 18A/18B and Parcel 18C within ninety (90) days of the recordation of the Thirteenth Amendment to this Agreement. In addition, City agrees to provide a residential street right-of-way together with related slope, bike trail and public utility easements across lower watershed Parcel 83 for the purpose of providing a roadway connection between Parcels 43/21A and 42B/21B. Such right-of-way and related easements shall be located in or near the powerline corridor easements as shown on Exhibit B. Any federal or state permits that are required as a prerequisite of constructing the roadway connections across lower watershed Parcel 84 described above, together with any related mitigation obligations, are the responsibility of Landowner.
- (xii) A 33.0-acre, more or less, portion of its property for the purposes of a vernal pool preserve, shown as Parcel 93 on the Schematic Development Plan, but only in the event that such a conveyance is required pursuant to the provisions of Section 2.E.1.b, hereof.
- 6. The prior Section 3.B.2.j. of the Development Agreement, page 23 of 53, is superseded and is amended by substitution herewith, and Section 3.B.2.j., as set forth below, is substituted therefore:

- 3.B.2.j. Landowner agrees that no occupancy permit shall be issued for a structure on Parcels 17A, 17B or 18C until the respective portions of the bike trail to be located within the 50 foot wide easement extending the length of each parcel's northern boundary (or, in the case of subsequent office parcels on Parcel 18C, only along that portion of the northern boundary of a particular office parcel) have been completed and accepted by City. Such bike trail shall be eight (8) feet wide with two (2) foot shoulders. Landowner further agrees that public access through Parcel 18C to the future park on Parcel 55B shall be preserved.
- 7. The Development Agreement, page 28 of 53, is amended to add a new Section 3.B.9.:
 - 3.B.9. Parcel 18C Park Fees. Landowner shall, at the time of issuance of building permits for office buildings on Parcel 18C, pay the then current neighborhood and City-wide park fees, net of applicable NCRSP park fee credits, in a phased manner, as follows: the neighborhood and City-wide park fees, net of applicable credits, shall each be divided by six (6), such that the first office building on Parcel 18C pays one-sixth of the total neighborhood and City-wide park fees, net of applicable credits, that would otherwise have been required of 116 Single Family Residential units previously located on Parcel 18C; provided, however, that if at the time of design permit approval for the first office building on Parcel 18C, fewer than six (6) office buildings are proposed for the entire Parcel 18C, the neighborhood and City-wide fee revenue, net of applicable credits, shall be divided among those fewer proposed buildings, with each office building to pay on equal percentage of the neighborhood and City-wide park fee revenue, net of applicable credits, for which Parcel 18C was previously obligated. The City Parks Director shall be consulted at the time of the initial building permit issuance on Parcel 18C to confirm the park fees due and payable for that initial building and subsequent buildings on Parcel 18C.
- 8. The prior Section 3.F.5.c. of the Development Agreement, page 36 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.c. as set forth below is substituted therefore:
 - 3.F.5.c. If, on or before January 1, 1993, the District has failed to receive an irrevocable commitment for state funding for the schools described in Section 3.F.3, above, the fees levied pursuant to this Section shall be increased to the following:

(i)	Parcels 1.A, 1B, 2, 3A, 3B, 8, 9, 14 and 15:	\$1,690
(ii)	Parcels 4, 5, 6, 7, 10 and 16:	\$2,360
(iii)	Parcels 17A, 17B, 18A, 18B, 19 and 26:	\$4,751
(iv)	Parcels 20, 21B, 27 and 28:	\$7 60
(v)	Parcel 42B	\$2,075
(vi)	Parcel 20C	Per recorded agreement
		between Landowner and
		District

- The prior Section 3.F.5.d. of the Development Agreement, page 36 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.d. as set forth below is substituted therefore:
 - 3.F.5.d. Such increased CFD elementary school construction fee shall be for the purposes of funding any remaining costs of the K-6 School (K-6#1) located on Parcel 72, any remaining costs of the Intermediate School on Parcel 73 that are attributable to the need to accommodate the 330 7-8 grade students residing within the Plan Area, and 100% of that portion of the cost of construction of and site acquisition for the K-6 School (K-6#2) on Parcel 74 which is attributable to the need to accommodate the remaining 505 K-6 students (who cannot be accommodated within the capacity of the K-6 School on Parcel 72) residing within the Plan area. If, prior to January 1, 1993, State funding has not been made available for the acquisition of the intermediate school site on Parcel73, the District may direct the custodian of the K-6#2 account to reallocate such amount from the K-6#2 account as may be necessary fort the District to acquire the Parcel 73 site.
- The prior Exhibit A-1 (Parcel 18C), page 65 of 74, is superseded and amended by substitution herewith, and Exhibit A-1, page 65 of 78, attached hereto and incorporated by reference, is substituted therefore.
- The prior Exhibit A-2 (Parcel 18C), page 65 of 74, is superseded and amended by substitution herewith, and Exhibit A-2, page 65 of 78, attached hereto and incorporated by reference, is substituted therefore.
- The prior Exhibit B (Schematic Development Plan) to the Development Agreement, page 1 of 1, is superseded and is amended by substitution herewith, and Exhibit B, page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.
- The prior Exhibit C (Table of Land Uses) to the Development Agreement, page 1 of 1, is superseded and is amended by substitution herewith, and Exhibit C, page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.
- The property subject to this Thirteenth Amendment is and shall be Parcel 18C of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Thirteenth Amendment shall apply to such parcel as its interests appear. With respect to land subject to the Development Agreement which is not part of the property subject to this Thirteenth Amendment, the Development Agreement shall continue to apply (except to the extent that portions of such land have been terminated as provided in Section 1.B of such Agreement).
- All provisions of the Development Agreement not otherwise inconsistent with this Thirteenth Amendment, are and shall remain in full force and effect. Such provisions are herewith reenacted, readopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Thirteenth Amendment and the readoption and ratification are consistent with the Roseville General Plan, and North Central Roseville Specific Plan as amended and the EIR certified by the City of Roseville on May 31, 1990.

Approved and adopted pursuant to Ordinance No3746, this 4th day of oct., 2001.

CITY:

CITY OF ROSEVILLE, A municipal corporation

Allen E. Johnson City Manager

ATTEST:

Carolyn Parkinson City Clerk

APPROVED AS TOFORM:

Mark J. Doane City Attorney

LANDOWNER:

OAKVILLE RESERVE, LTD. a Florida limited partnership

By: URBAN PROPERTIES OF CALIFORNIA, INC., a Florida corporation

Its: General Partner

By: Its:

SAMUIELK, ROS>

Bya Its:

STATE OF CALIFORNIA) : ss.
COUNTY OF PLACER)
undersigned, a Notary Public ir <u>Johnson</u> , personally known to m within instrument and acknowledge	December in the year of 2001, before me, the n and for said State, personally appeared Allen E. e to be the person whose name is subscribed to the ged to me that he executed the same in his authorized are on the instrument the person, or the entity upon executed the instrument.
WITNESS my hand and official se	eal.
Notary Public in and for said Sta	ELLY ALLEN Commission # 1296954 Notary Public - Colfitornia Placer County My Comm. Expires Mar 12, 2005
THIS CERTIFICATE MUST BE A FOLLOWS:	TTACHED TO THE DOCUMENT DESCRIBED AS
Title or Type of Document: Thirtee	enth Amendment to the Development Agreement
Date of Document: Decen	nber 6, 2001

Acknowledgment - All Purpose

page conditions con-

Notary

State of Florida	
County of Hillsborough	
On <u>Sept. 25</u> , 2001, before me personally appeared <u>Sam</u> K. Ross, who is the <u>Vice President</u> of <u>Urban</u> <u>Properties of California Inc.</u> , which is the general part <u>Oakville Reserve</u> , <u>L+d.</u> and as such be signed the foreg document. He she is personally known to me or proved to me on the basis of that he is the person herein named who signed document.	oing ne
Witness my hand and official seal.	
Delia Hancock Miller	
Printed Name of Notary Public	

Delia Hancock Miller
Commission # 00 868525
Expires Cot. 20, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

My commission expires:

STATE O	F CALIFORNIA }			
COUNTY	OF SACRAMENTO } ss.			
-				
On	September 26, 2001	, before me, _	L. A. BLASQUEZ	, a Notary Public, personally
appeared_	STEPHEN TE	IURTLE	, personally k	nown to me (or proved to me on the
acknowled	ged to me that he/she/they e c) on the instrument the pers	xecuted the same	e name(s) is/are subscribe e in his/her/their authorize	d to the within instrument and d capacity(ies), and that by his/her/thei he person(s) acted, executed the
WITNESS	my hand and official seal.			

WITNESS my hand and official seal.

Signature

My Comm.

L. A. BLASQUEZ
Comm. #1321123
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires Sept. 16, 2005

No. 23038

EXHIBIT "A-1" FOR AMENDED DEVELOPMENT AGREEMENT HIGHLAND RESERVE LOT 18C

City of Roseville, County of Placer, State of California

Lot "18c" as shown on the Final Map of Highland Reserve Phase No. III Large Lot Subdivision, as filed for record in the office of the Recorder of Placer County, California, on December 7, 2000, in Book W of Maps at Page 95.

Containing 26.43 acres more or less.

END OF DESCRIPTION

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

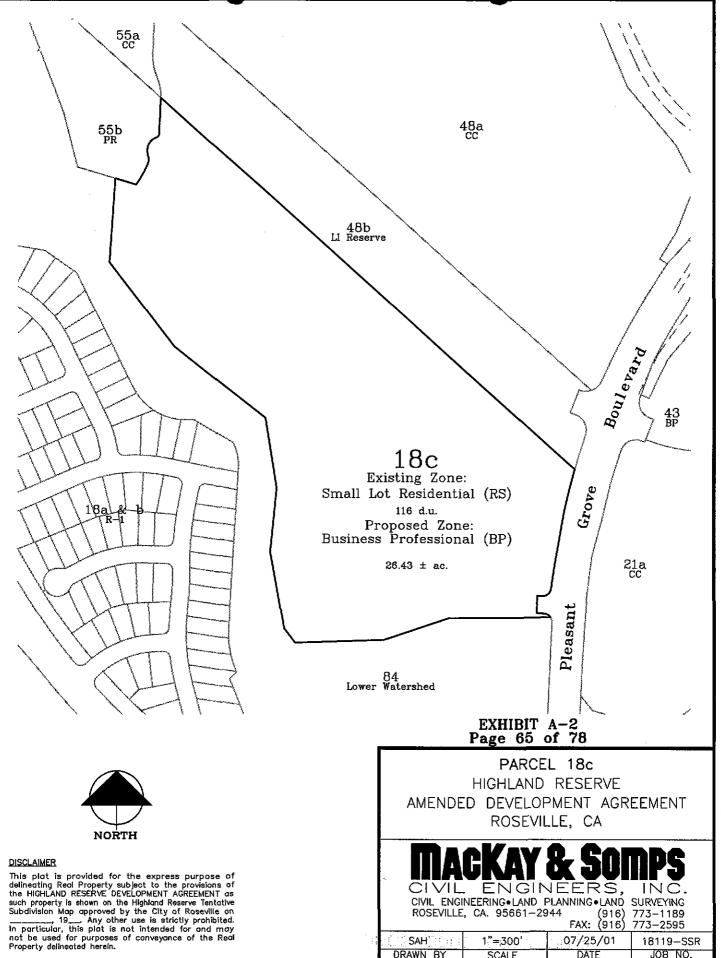
1552 Eureka Road, Suite 100 Roseville, California 95661-2944

Bruce W. Jacks, P.E. 23038

License Expiration Date: 12-31-01

Date: July 25, 2001

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/-31-2001 14:32:43 P:\18119\18119-SSR\dev-agree_plot.dwg There are no xreferences in this drawing.

(916) FAX: (916)

07/25/01

DATE

773-1189 773-2595

18119-SSR

JOB NO.

DRAWN BY

SAH

ROSEVILLE, CA. 95661-2944

1"=300"

SCALE

rcel	Land Use	Acres	Units	Parcel	Land Use	Acres	Units
	R-4.8	16.6	79	18C	BUSINESS PROFESSIONAL	26,43	2.—
	R-4.5	16.3	73	21A	COMMUNITY COMERCIAL	8,66	
	R-4.7	19.9	94	23	WETLAND PRESERVE	4,50	
	R-5.0	12.6	63	31	COMMUNITY COMMERCIAL	13.96	
	R-4.7	15.5	73	32	COMMUNITY COMMERCIAL	11.70	
	R-6.4	5.96	38	33	COMMERCIAL	2.60	
	R-5.8	6.09	35	34A	COMMERCIAL	13.27	
	R-5.6	8.65	48	34B	COMMERCIAL	1.16	
	R-4.8	6.16	29	34C	COMMERCIAL	27.04	
	R-4.9	15.4	75	35	REGIONAL COMMERCIAL	94.19	
	R-4.6	5.9	27	36	REGIONAL COMMERCIAL	94.70	
	R-4.7	14.6	68	37	COMMERCIAL	5.30	
	R-5.5	11.1	61	38	BUSINESS PROF/COMMERCIAL	29.54	
	R-4.4	10.2	45	39A	BUSINESS PROF/COMMERCIAL	19,33	
	R-4.6	16.9	78	39B	BUSINESS PROF/COMMERCIAL	2,98	
	R-3.2	7.5	24	40	BUSINESS PROF/COMMERCIAL	50.03	
	R-3.1	16.3	50	41	BUSINESS PROF/COMMERCIAL	3.48	
	R-3.1	11.5	36	42A	BUSINESS PROFESSIONAL	36,55	
	R-5.5	12.9	71	43	BUSINESS PROFESSIONAL	23,25	
	R-3.2	10.5	34	43 A	COMMUNITY COMMERCIAL	0.91	
	R-3.3	11.8	39	44	BUSINESS PROFESSIONAL	20.44	
	R-2.6	9.9	26	45	WETLAND PRESERVE	1.10	
	R-2.6	15.4	40	46	BUSINESS PROFESSIONAL	13.20	
	R-2.9	1.7	5	47	DAYCARE CENTER	1.09	
	R-3.2	9.6	31	48A	COMMUNITY COMMERCIAL	39.29	
	R-2.3	8.3	19	48B	LIGHT INDUSTRIAL RESERVE	8.87	
	R-6.0	6.33	38	49A	LIGHT INDUSTRIAL	46.47	
	R-2.3	8.53	20	49B	LIGHT INDUSTRIAL RESERVE	12.42	
	R-6.1	3.42	21	50A	PARK	4.50	
	R-3,2	51.02	165	50B	PARK	0.21	
	R-4.7	19.29	90	50C	PARK	1,00	
	R-5.2	23.19	119	50D	PARK	2.25	
3	R-4.9	22.06	106	52	PARK	10.10	
4.	R-4.4	11	48	53	PARK	4.50	
3	R-4.6	11.76	53	55A	COMMUNITY COMMERCIAL	9.85	
	R-4.7	35.48	165	55B	PARK	2,87	
	R-17.5	34.42	602	55C	PARK	2.88	
	R-20.0	12.91	258	55D	PARK	88,0 ·	
В	R-17.5	8.56	149	56	PARK	13.30	
	R-20.3	16.75	340	57	PARK.	5.40	
	R-4.2	10.86	45	58	GOLF COURSE	0,13	
	R-20.3	8.59	174	59	GOLF COURSE	0,75	
	R-20.2	3.58	72	61	NEIGHBORHOOD COMMERCIAL	2.28	
	R-4.5	2.43	11	62	ELECTRICAL SUBSTATION	1.17	
3	R-20	15	273	63	PG&E	31.54	
				64	CORPORATION YARD	1.46	
				65	FIRE STATION	3.06	
				69	INDUSTRIAL	10.00	
				72	K-6 SCHOOL	8.00	
				73	INTERMEDIATE SCHOOL	18.42	
				74	K-6 SCHOOL	8,00	
				80A	LOWER WATERSHED	3.60	
				80B	LOWER WATERSHED	3.99	
				81A	LOWER WATERSHED	3,83	
				81B	LOWER WATERSHED	1.63	
				82	LOWER WATERSHED	6.13	
				83	LOWER WATERSHED	16.30	
				84	LOWER WATERSHED	37.64	
				85	LOWER WATERSHED	11.90	
				86	LOWER WATERSHED	1.98	
				87	LOWER WATERSHED	18.03	
				88	LOWER WATERSHED	11.80	
				90	PARK/RESERVE	1.81	
				91	PARK/RESERVE	13.67	
				93	PARK/RESERVE	33.05	
				95	REGIONAL COMMERCIAL	11.30	
				96	COMMERCIAL ·	2.00	
				97	SLOPE EASEMENT	18,10	
				98A	OPEN SPACE/RECREATION	8.50	
				98B	OPEN SPACE/RECREATION	25.60	
				98C	OPEN SPACE/RECREATION	10.50	
				98D	OPEN SPACE/RECREATION	3.60	
				98E	OPEN SPACE/RECREATION	17.30	
				•	RIGHT OF WAY	95.63	

ORDINANCE NO. 3746

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A THIRTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE ROSEVILLE PROPERTIES INVESTMENT PARTNER 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 Thirteenth Amendment to Development Agreement with the Roseville Properties Investment Partners Ltd., to alter and clarify provisions in the existing Development Agreement relating to North Central Roseville Specific Plan (Parcel 18C).

- SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Thirteenth Amendment to Development Agreement for the North Central Roseville Specific Plan, and makes the following findings:
- The Thirteenth 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 Central Roseville Specific Plan;
- The Thirteenth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
- The Thirteenth Amendment to Development Agreement is in conformance with public health, safety and welfare;
- The Thirteenth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- The Thirteenth Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Twelfth Amendment to Development Agreement. War and Rosevilla, Carlomia
- SECTION 3. The Thirteenth Amendment to Development Agreement by and between the Roseville Properties Investment 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 Thirteenth 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 24th day of october , 20 01, by the following vote on roll call:

AYES

COUNCILMEMBERS:

Earl Rush, Richard Roccucci, Gina Garbolino, Rocky Rockholm

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

Claudia Gamar

MAYOR

ATTEST:

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

ATTEST

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DEPUTYCLERK

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