COMPLETE THIS INFORMATION: RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO: CITY CLERK CITY OF ROSEVILLE 311 VERNON STREET, OFFICE 208 ROSEVILLE, CA 95678

Rec Fee Check

43.00 43.00

Recorded Official Records County of Placer Jim McCauley Recorder 1:18pm 27-Sep-95

10-13-25

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THIS SPACE FOR RECORDERS

TITLE OF DOCUMENT:

Amendment to Development Agreement By and Between the City of Roseville and the Owners of Olympus Pointe Parcels10 Relative to the Northeast Roseville Specific Plan

Exempt from recording fees pursuant to Government Code 27383

OCT 25 1995

CITY OF ROSEVILLE

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

CF! 0401-03-06 NERSP

1199 0000,0057 0018 NERSP Developet of Olymps Pointe Park 6-11

#8

AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE OWNERS OF OLYMPUS POINTE PARCEL 10 RELATIVE TO THE NORTHEAST ROSEVILLE SPECIFIC PLAN

| | This | Amer | ndment | to | Developm | ent A | greer | nent | is | entere | ed in | nto | this |
|--------|---------|--------|---------|-------|--------------|--------|--------|-------|-------|---------|--------|--------|------|
| 19th | | day | of | June | , | 1995 | by | and | bet | ween | the | City | of |
| Rosev | ille, a | munic | cipal c | orpor | ation ("City | ") and | the | curre | ent c | wner(| s) of | orig | inal |
| Olymp | us Po | inte P | arcel 1 | 10. | The current | owne | rs of | Parc | el 1 | 0 are | listed | d on | the |
| signat | ure pa | age of | this A | \mer | idment ("La | indowr | ners") |). Pa | arce | 1 10 is | s spe | ecific | ally |
| | | | | | ed hereto. | | • | | | | · | | ٠ |

RECITALS

- A. The City and Landowners' predecessors in interest entered into a Development Agreement relative to the Northeast Roseville Specific Plan ("Specific Plan") recorded July 6, 1987 in Book 3221, Page 151 of Placer County Official Records ("Development Agreement");
- B. One of the current landowners of Northeast Roseville Specific Plan Parcel 6, Olympus Pointe Centre Associates, has requested an amendment to the Specific Plan and the Development Agreement to allow a greater diversity of uses on Parcel 6. The Specific Plan designates Parcel 6, and several other parcels in the Specific Plan, for "Business Park and Professional Offices";
- C. On November 10, 1994, the Planning Commission held a public hearing in compliance with California Government Code Section 65867 and recommended approval of an amendment of the permissible uses in all parcels designated Business Park and Professional Office designation of the Specific Plan and a corresponding amendment to the Development Agreement; and

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D. On May 17, 1995, the City Council held a public hearing in compliance with Government Code Section 65867 and approved execution of this Amendment.

AGREEMENT

The parties agree as follows:

- 1. Section 1 (G)(2) of the Agreement is amended to read as follows:
 - (2) <u>Business Park and Professional Offices</u>. The purpose of this land use category is to provide for well designed and controlled groupings of office, service and assembly uses within an area containing high visual and operational amenities. Toward these ends rigid development standards are established with respect to setbacks, landscaping, building aesthetics and controls and other design characteristics.

The following listed uses will serve to describe the uses permitted in this area:

- a. Administrative, professional, and business offices
- b. Research and development uses
- Computer or related equipment design and assembly and software design and computer timeshare bureaus
- d. Professional uses, including medical offices
- e. Financial institutions
- f. Limited service commercial/retail uses incidental to permitted uses a-e above. All service commercial/retail uses combined shall not exceed 10% of the gross floor area for a building or complex. The list of service commercial/retail uses includes cafeterias/restaurants,

bakeries, day care, travel agencies, hair care, shoe repair, florists, dry cleaning and similar uses, which in the opinion of the Planning Director, are functionally compatible uses. "Incidental" shall be understood to mean "within, or as part of, the same building as uses a-e above."

- g. Dining establishments. Dining establishments may operate separate from other uses and shall not include facilities with drive-thru, take-out, and/or delivery service. Fast food establishments are not permitted. Dining establishments shall be included as part of the 10% allowance for commercial/retail uses in a complex.
- h. Similar and like uses, as approved by the Roseville Planning Commission.
- 2. All other provisions of the Agreement shall remain in full force and effect.
- 3. This Agreement may be executed in counterparts.

CITY:

OWNER(S) OF PARCEL 10:

CITY OF ROSEVILLE, a municipal corporation

Allen E. Johnson City Manager

Approved As To Form:

Mark Doarie City Attorney

Approved As to Substance:

Attest:

Carolyn Parkinson City Clerk

SUTTER HEA

eridge, General Counsel

op/daamend.p6

STATE OF CALIFORNIA

COUNTY OF PLACER

WITNESS my hand and official seal.

Notary Public in and for said State



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

SS.

Title or Type of Document Olympus

Date of Document /

roved by Council- 5-17-95

| State ofCALIFORNIA | · |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| County of SACRAMENTO | |
| On March 22, 1995 before | me, Dorothy E. Cousins, Notary Public |
| personally appeared Gary F. | , , , , , , , , , , , , , , , , , , , , |
| | NAME(S) OF SIGNER(S) |
| OFFICIAL SEAL DOROTHY E. COUSINS NOTARY PUBLIC - CALIFORNIA SACRAMENTO COUNTY My Comm. Expires Nov. 1, 1995 | 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(iee), and that by his/her/their signature(s) on the instrument the person(e), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. |
| | <u> Aarochy E. Couseus</u> SIGNATURE OF NOTARY |
| | SIGNATURE OF NOTARY |
| | OPTIONAL - |
| Though the data below is not required by law, it may fraudulent reattachment of this form. | OPTIONAL - |
| Though the data below is not required by law, it may fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER | OPTIONAL - |
| fraudulent reattachment of this form. | y prove valuable to persons relying on the document and could prevent |
| fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER | y prove valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT |
| CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER | y prove valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT |
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| CAPACITY CLAIMED BY SIGNER CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: | Py prove valuable to persons relying on the document and could prevent DESCRIPTION OF ATTACHED DOCUMENT Amendment to Development Agreement TITLE OR TYPE OF DOCUMENT 5 NUMBER OF PAGES |

EXHIBIT A

Legal Description: Parcel 10

Lot 7, as shown on the "Plat of Northeast Plan Unit No. 2", filed in Book P of Maps, Page 97, Placer County Records.

ORDINANCE NO. 2889

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE NORTHEAST ROSEVILLE SPECIFIC PLAN WITH THE CURRENT OWNERS
OF NERSP PARCELS 6, 7A, 7B, 7C, 7D, 8, 10 AND 11,
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 ONE. FINDINGS. The City Council of the City of Roseville has reviewed the findings of the Planning Commission regarding the Amendment to the Development Agreement for the Northeast Roseville Specific Plan ("Development Agreement") with the current owners of NERSP Parcels 6, 7A, 7B, 7C, 7D, 8, 10 and 11, on file in the City Clerks Department in conjunction with amending the specific plan land use designation on such parcels by allowing freestanding restaurants and limited service commercial/retail land uses:

- 1. The Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and any applicable Specific Plan;
- 2. The Amendment to 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 as amended this date;
- 3. The Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use practice;
- 4. The Amendment to the Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
- 5. The Amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- 6. The development permitted by the Amendment to the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Amendment to the Development Agreement.

SECTION 2. The Amendment to the Development Agreement for the Northeast Roseville Specific Plan, by and between the current owners of NERSP Parcels 6, 7A, 7B, 7C,

7D, 8, 10 and 11, and the City of Roseville, as set forth on Exhibit "A" hereto is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 3. The City Clerk is directed to record the executed Amendment to 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 4. This ordinance shall be effective at the expiration of 30 days from the date of its adoption.

SECTION 5. 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.

| PASSE | ED AND ADOPTED by the Council of the City of Roseville this 17th of | lay of |
|-------|---------------------------------------------------------------------|--------|
| May | , 19_95 by the following vote on roll call: | • |

AYES COUNCILMEMBERS: Harry Crabb, Jr., Claudia Gamar, Randolph Graham,

Pauline Roccucci, Mel Hamel

NOES COUNCILMEMBERS:

None

ABSENT COUNCILMEMBERS:

ATTEST:

The foregoing instrument is a correct copy of the original on file in this office

- florists, dry cleaning and similar uses, which in the opinion of the Planning Director, are functionally compatible uses. "Incidental" shall be understood to mean "within, or as part of, the same building as uses a-e above."
- g. Dining establishments. Dining establishments may operate separate from other uses and shall not include facilities with drive-thru, take-out, and/or delivery service. Fast food establishments are not permitted. Dining establishments shall be included as part of the 10% allowance for commercial/retail uses in a complex.
- h. Similar and like uses, as approved by the Roseville Planning Commission.
- 2. Establish standards to ensure high quality design.

Implementation:

- i. All projects within the plan area are required to go through the City review process. In addition to those standards listed below, business and professional projects shall be consistent with the development, landscaping, and signage guidelines contained in Chapter VII of this document, as well as the accompanying landscape guideline document, and any subsequently adopted standards related to this plan.
- ii. Comprehensive development plans shall be established for a parcel proposing development. This will include the development of design guidelines for future phases of development. The design guidelines shall include standards for (at a minimum) building architecture and materials, landscaping, parking, ingress/egress, and circulation.
- iii. Freestanding dining establishments shall be developed such that project design and building architecture, materials, and colors for freestanding restaurants identified in 1.i.g above shall be architecturally compatible with the associated professional office development.
- iv. Limited service commercial/retail uses shall maintain the business/professional design or character of the building(s) within which they are associated.

v. Standards

a. Setbacks:

- 1. A minimum 50 feet from back of curb and interior property lines between projects.
- 2. Building, parking and paved areas are not permitted to encroach upon the setback area unless to preserve a natural feature approved by the City.
- b. Lot Coverage: Shall be calculated as the building footprint exclusive of overhangs and balconies an shall not exceed 40% of the gross lot area for a single story structure and 35% of the gross lot area for a multiple story structure.
- c. <u>Landscape Coverage</u>: Shall be calculated inclusive of landscape buffers required along all roadways and shall be 20% of lot area.

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- d. Building Height: Shall not exceed three stories.
- e. Parking Requirements: Uses i.a-e above shall provide one parking space per 250 net leasable square feet of floor area. Net leasable area excludes areas such as common area halls, entries, and foyers. Medical offices shall provide one parking space per 150 gross square feet of building area. Additional uses shall provide parking in accordance with the requirements of the Roseville Zoning Ordinance.
- f. Roof Treatment: Buildings of three stories or less shall have sloped roofs or parapets for elevations visible from streets, freeways or adjacent properties. Roof planes shall be broken up with pediments or other architectural elements. Roof mounted mechanical equipment shall be screened so as not to be visible from streets, freeways or at finished grade of adjacent properties.
- g. Storage: No outside unenclosed storage permitted.
- h. Access: Each project should have at least one primary and one secondary access point. Shared access between projects is encouraged to minimize curb cuts.

Goal 2: Develop business and office parks within the plan area that complement the development occurring along the south side of Douglas Boulevard.

Plan Policy:

3. Development of uses on the north side of Douglas Blvd shall mirror to the extent possible the landscape and pedestrian improvements planned for the south side of Douglas.

Implementation:

- i. Uses fronting on Douglas Boulevard east of Rocky Ridge Road shall be predominately composed of office uses.
- ii. The landscape design plan and pedestrian walkways therein shall be in substantial compliance with the plans for the south side of Douglas (see Chapter VII of this document and the accompanying landscape guideline document).

Goal 3: Evaluate individual projects within this land use category for consistency with the Development Agreement, this Northeast Roseville Specific Plan, and the Project EIR.

Plan Policy:

4. Monitor the intensity of utilization of the Business Park and Professional offices areas.

Implementation:

 i. Evaluate each project within the business and professional land use for consistency with the Development Agreement, this Northeast Roseville Specific Plan and the Project EIR.

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