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



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

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

This Sixth Amendment is entered into this <u>15th</u> day of <u>March</u>, 2006, by and between the City of Roseville, a municipal corporation ("City") and BZb LLC, a California limited liability company ("Landowner"), pursuant to the authority of Section 65864 through 65869.5 of the Government Code of California.

WITNESSETH

Α. Diamond Creek Partners, LTD., a California limited partnership, and City entered into a Development Agreement (the "Development Agreement"), which was approved on September 29, 1997, and recorded in the Official Records of Placer County as Instrument No. 0000075095. The Development Agreement was amended by the original parties by that certain Amendment of Development Agreement by and between the City of Roseville and Diamond Creek Partners Relative to the North Roseville Specific Plan, dated August 31, 1998, and recorded in the Official Records of Placer County as Instrument No. 98-0073814 (the "First Amendment"). The Development Agreement was amended again by the original parties by that certain Second Amendment of Development, dated September 17, 1999, and recorded in the Official Records of Placer County as Instrument No. 99-0082604 (the "Second Amendment"). The Development Agreement was amended again by that certain Third Amendment of Development, dated October 9, 2002, and recorded in the Official Records of Placer County as Instrument No. 2002-0143109 (the "Third Amendment"). The Development Agreement was amended again by that certain Fourth Amendment of Development, dated April 20, 2004, and recorded in the Official Records of Placer County as Instrument No. 2004-0058294 (the "Fourth Amendment"). The Development Agreement was amended again by that certain Fifth Amendment of Development, dated September 15, 2004, and recorded in the Official Records of Placer County as Instrument No. 2004-0151579 (the "Fifth Amendment"). Except as otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed thereto in the Development Agreement and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment.

(a) <u>Revised Section 2.2</u>. The approximate land use acreages for Low and Medium Density residential set forth in Section 2.2 of the Development Agreement are revised to read as follows:

Single Family, Low Density Residential:

682 units on 170.3 acres

Single Family, Medium Density Residential:

115 units on 9.3 acres

- (b) Exhibit "B" is hereby amended to reflect that Parcel DC-7 shall have a density of 12.9 units per acre, a net acreage of 9.3 acres and total units of 115 units. Exhibit "B" as so amended is attached hereto as Exhibit "B".
- 3. <u>Consistency with General Plan</u>. The City hereby finds and determines that execution of this Sixth Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.
- 4. <u>Master Transit Plan Funding</u>. Landowner hereby agrees that the Parcel DC-7 shall be subject to the payment of a fee in the maximum amount of One Hundred and Twenty Dollars (\$120.00) per residential unit, which amount has been determined to be the project's fair share amount towards the funding of the City's Short Range Transit Plan (\$40), Long Range Master Transit Plan (\$40) and the Bikeway Master Plan (\$40), which sum shall be paid to the City upon the issuance of the first building permit.
- 5. Alternative Transportation. In order to mitigate the traffic impacts of the project and to encourage alternative sources of transportation, Landowner shall provide at the close of escrow to each buyer of a residential unit within the project educational and marketing materials for alternative modes of transportation, including but not limited to, a Roseville Transit Services Guide and Bikeways Map. Further, Landowner shall provide to each purchaser of a residential unit a 20-Ride general public punch pass for fixed route services. All of the promotional/marketing material and the 20-Ride punch passes shall be purchased by Landowner prior to the occupancy of the first residential units within the project.

[E:\agreement\development\nrsp\diamond ame6.doc: 12/21/2005]

EXHIBIT "A"

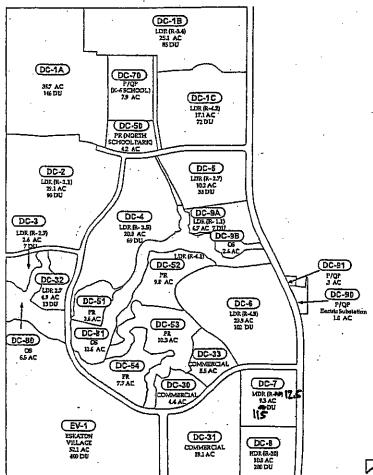
Parcel 7 as shown on that certain map entitled "Diamond Creek Large Lot Subdivision" filed for record on July 22, 1998 in Book U of Maps, at Page 86.

APN: 017-115-030

EXHIBIT B

TABLE 2-2 LAND USE BY PARCEL PHASE 1: NEIGHBORHOOD A

Figure 2-2 Land Use Map Phase 1: Neighborhood A



Land T	lse by Pa	rcel Table			
Parcel	Zoning	Land Use	Density	Net Acreage	Units
DIAMO	ND CREE	` -			
DC-1A	! R1	LDR	4.6	57.3	261
DC-IB	RI	LDR	4.7	21.2	
DC-2	RI	LDR	4.7	28.6	136
DC-3	RI	LDR	4.0	2.6	
DC-4	RI	LDR	4.0	19.8	. 80
DC-5	RI	LDR	4.2	10.9	46
DC-6	RS	LDR .	5.0	23.9	120
DC-7	RS/DS	MDR	7.7	Z.S 9.3	
DC-8	R3	HDR	20.0	10.0	
DC-9A	RI/SA	LDR	1.2	6.0	7
DC-9B	os	Open Space		2.6	
DC-30	CC/SA	Community Commercial		4,4	
DC-31	CC	Community Commercial		19.1	
DC-32	R1	LDR		4.9	13
DC-33	CC/SA	Community Commercial		4.9	
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		10.3	
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		13.1	
DC-90	P/QP	Electric Substation		1.0	
DC-91	P/QP	† 		0.3	
		ROW- Diamond	Creek	23.8	
Subtotal L	Diamond Cr	reek		312.9	
ESKATO) NN	1			
EV-1	Eskaton \	/ifloor			
	CC/SA	Attached Housi		52,1	400
	Jojon	ROW - Eskaton	_		400
Cultural		ousing Units		52.1	400

NORTE

BLUEOAKS BOULEVARD

STATE OF CALIFORNIA COUNTY OF PLACER) : ss.)	
Public in and for said State, pers to me to be the person whose acknowledged to me that he except	sonally appeared W. se name is subscrib ecuted the same in h It the person, or the	ore me, the undersigned, a Notar Craig Robinson, personally know bed to the within instrument an is authorized capacity, and that b e entity upon behalf of which th
WITNESS my hand and official s	seal.	
Meladrugal Notary Public in and for said St	ate	HELEN DREYER Comm. # 1544178 NOTARY PUBLIC - CALIFORNIA Placer County My Comm. Expires Jan. 14, 2009
THIS CERTIFICATE MUST BE FOLLOWS:	ATTACHED TO THE	DOCUMENT DESCRIBED AS
Title or Type of Document: Sixth Between the City of Roseville ar Roseville Specific Plan	Amendment of Devend Diamond Creek Pa	elopment Agreement by and artners Relative to the North

Date of Document: March 15, 2006

ALL-PURPOSE ACKNOWLEDGMENT

State of California County of Parelly appeared Decrease No. 19 1004 before me,	Ronda S Chapmen,
personally appeared	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 signatures(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 SIGNATURE NFORMATION I, it could prevent fraudulent attachment of this acknowl-
CAPACITY CLAIMED BY SIGNER (PRINCIPAL) INDIVIDUAL CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT TITLE OR TYPE OF DOCUMENT
PARTNER(S) ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:	NUMBER OF PAGES DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	OTHER RIGHT THUMBPRINT OF SIGNER Ogl

ORDINANCE NO. 4347

ADOPTING A SIXTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BZb LLC RELATIVE TO THE DEVELOPMENT KNOWN AS NORTH ROSEVILLE SPECIFIC PLAN PARCEL DC-7 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 Sixth Amendment to Development Agreement by and between the City of Roseville and Diamond Creek Partners, to alter and clarify provisions in the existing Development Agreement relating to Parcel DC-7 in the North Roseville Specific Plan with BZb LLC.

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

- 1. The Sixth 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 Sixth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
- 3. The Sixth Amendment to Development Agreement is in conformance with public health, safety and welfare;
- 4. The Sixth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- 5. The Sixth Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Sixth Amendment to Development Agreement.

SECTION 3. The Sixth Amendment to Development Agreement by and between BZb LLC 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 the Sixth 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 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 <u>15th</u> day of February ___, 2006, by the following vote on roll call:

AYES

COUNCILMEMBERS:

Gray, Allard, Roccucci, Rockholm, Garbolino

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

None

MAYOR

ATTEST:

City Clerk

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

TIEST

lassey.