

Exempt from recording fees pursuant to Government Code 27383

PLACER, County Recorder  
JIM MCCAULEY Co Recorder Office

22

Recording Requested by  
City of Roseville

DOC - 99-0020245

Friday, MAR 05, 1999 11:09:01

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000157640

REC/R2/1-17

When Recorded Mail to:  
City Clerk  
City of Roseville  
311 Vernon Street, Office #208  
Roseville, CA 95678

Title: Sixth 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: General RLM  
0401-03-09  
Said Use Elements / Amendments  
North Central Assembly specific plan

FILED

CITY OF  
BY

Copies of doc in: Richard Severino

SIXTH 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

October 1998  
(Parcels 20 and 21A)

THIS SIXTH AMENDMENT to the Development Agreement 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 Richland Irvine, Inc., a Florida corporation ("Richland"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Richland's predecessor in interest, Roseville Properties Investment Partners Ltd. ("RPIP") and City 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 on 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, entered into the Fourth Amendment of the Development Agreement (the "Fourth Amendment"). The Fourth Amendment was recorded on February 9, 1996, in the Official Records of 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. Concurrent with its consideration of this Sixth Amendment, City is processing a General Plan Amendment (Resolution No. 98-313), a Specific Plan Amendment (Resolution No. 98-314) and a Rezone (Ordinance No. 3260) for purposes that include transferring 121 existing entitled residential units from NCRSP Parcel 21A to NCRSP Parcel 20 resulting in a total allocation of 602 dwelling units to Parcel 20 and changing the land use designation for NCRSP Parcel 21A from Attached Housing to Community Commercial. City and Richland wish to enter into this Sixth Amendment in order to provide consistency with the land use approvals and effectuate the purposes described above.

H. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.

I. The property subject to this Amendment, NCRSP Parcels 20 and 21A (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 owned by Richland.

#### AGREEMENT

NOW, THEREFORE, City and Richland agree as follows:

1. The prior Section 1.B.3. of the Development Agreement, page 5 of 53, is superseded and is amended by substitution herewith and Section 1.B.3. (Amended 10/98), as set forth below is substituted therefore:

1.B.3. Termination of Multi-Family Property. This Agreement may be terminated with respect to any of Parcels 20, 21B, 27 and 28 at the election of the then property owner upon issuance of a use permit for such property and written notice to City of such election to terminate provided that i) all CFD improvements required to serve the parcel, as determined by City, have been accepted by City, ii) an affordable housing development agreement, if required pursuant to Section 2.C.1.e, has been recorded on the parcel, iii) the Landscape and Lighting District required pursuant to Section 3.G.1 has been formed and iv) a regional or NCRSP drainage retention program (in accordance with Section 3.D.4) has been approved or established by City. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

2. The prior Section 2.A.1. of the Development Agreement, page 7 of 53, is superseded and is amended by substitution herewith and Section 2.A.1. (Amended 10/98), as set forth below is substituted therefore:

2.A.1. Generally. 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 set 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: 100.0 acres, more or less, of Business and Professional land use; 34.4 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; 84.2 acres of light industrial land use; 1.09 acres of day care use; and 2,914 dwelling units for residential use, all as set forth on Exhibits B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or the Zoning Ordinance of the City of Roseville, as such Plan or 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.

3. The prior Section 2.C.1.b. of the Development Agreement, page 8 of 53, is superseded and is amended by substitution herewith and Section 2.C.1.b. (Amended 10/98), 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 21B	Twenty-four (24) units
Parcel 27	Seventeen (17) units
Parcel 28	Seventy-two (72) units

4. The prior Section 3.B.8. of the Development Agreement, page 28 of 53, is superseded and is amended by substitution herewith and Section 3.B.8. (Amended 10/98), as set forth below is substituted therefore:

3.B.8. Transfer Unit Fee. The reduction in dwelling unit entitlements from 3,646 units to 2,914 units, as provided in Section 2.A.1. as amended herein, reflects the transfer of 732 units from NCRSP Parcels 20, 21A and 21B to the Highland Reserve North Specific Plan (the "Transfer Units"). These Transfer Units are subject to a Highway 65 Joint Powers Authority fee credit of \$332 per unit. Subject to transfer of the credit with the units, City shall collect prior to the issuance of a building permit for each of the first 732 units to be constructed in the Highland Reserve North Specific Plan area, an alternative fee in an amount equal to the credit. The alternative fee shall be collected by the City for the benefit of the NCR CFD No. 1 Pay-As-You-Go Program. In addition, where the Traffic Mitigation Fee and Park Fee credits for which provision is made in this Agreement are not transferred with the Transfer Units, the value of such credits shall be reallocated to the units remaining on Parcels 20 and 21B.

5. 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 (Schematic Development Plan -- 10/98), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

6. The prior Exhibit C (Table of Land Uses) to be Development Agreement, page 1 of 1, is superseded and is amended by substitution herewith and Exhibit C (Table of Land Uses -- 10/98), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

7. The property subject to this Sixth Amendment is and shall be Parcels 20 and 21A of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Sixth Amendment shall apply to such parcels as their interests appear. With respect to land subject to the Development Agreement which is not part of the property subject to this Sixth 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).

8. All provisions of the Development Agreement not otherwise inconsistent with this 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 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 No. 3261, this 19th day of February, 1999.

CITY:

CITY OF ROSEVILLE,  
a municipal corporation


By:

  
Allen E. Johnson  
City Manager


RICHLAND:

RICHLAND IRVINE, INC.,  
a Florida corporation

By:

  
Its: Daniel B. Green, V.P.


By:

  
Its: Daniel B. Green  
Vice President

APPROVED AS TO FORM:

  
Mark J. Doane  
City Attorney

ATTEST:

  
Carolyn Parkinson  
City Clerk

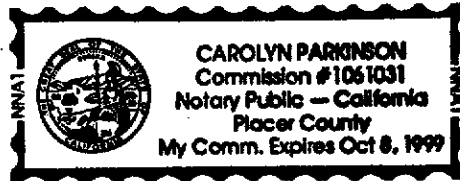
STATE OF CALIFORNIA )  
 : ss.  
COUNTY OF PLACER )

On this 1 day of March in the year of 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the 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.

WITNESS my hand and official seal.

Carolyn Parkinson

Notary Public in and for said State



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

Title or Type of Document Devel Agent Amendment - NERSP Parcels 20+21A

Date of Document 2.19.99

Acknowledgment - All Purpose

FILED 1999 MAR 21 AM 11:00

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of Florida

County of Hillsborough

On January 22, 1999 before me, Michelle M Hacek, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Daniel B. Green  
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 the instrument.



WITNESS my hand and official seal.

Michelle M Hacek  
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: \_\_\_\_\_

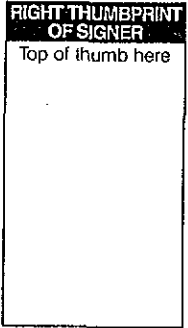
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

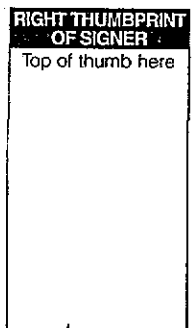
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

8



State of California }  
                                  } ss.  
County of Sacramento }

On FEBRUARY 5, 1999, before me, L. A. Blasquez, a Notary Public, personally appeared STEPHEN THURTLER, 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 the instrument.  
WITNESS my hand and official seal.

                                  *L. A. Blasquez*                                    
Signature

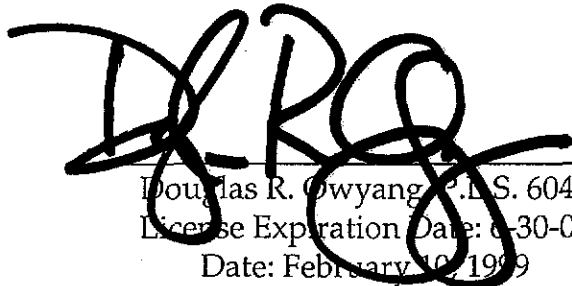


EXHIBIT "A-1"  
DESCRIPTION FOR  
LOT 20  
6th AMENDMENT

Lot "20" as shown on the Plat of Regional 65 Centre, filed for record in the office of the Recorder of Placer County, California, on September 25, 1990, in Book R of Maps at Page 24.

END OF DESCRIPTION

DESCRIPTION PREPARED BY:  
MACKAY & SOMPS CIVIL ENGINEERS, INC.  
1376 Lead Hill, Suite 150  
Roseville, California 95661-2944

  
Douglas R. Owyang, P.L.S. 6046  
License Expiration Date: 6-30-01  
Date: February 10, 1999



MACKAY & SOMPS  
CIVIL ENGINEERS  
1376 Lead Hill Road, Suite 150  
Roseville, CA 95661

18086-00  
December 8, 1995  
MJS/cla

DESCRIPTION OF PARCEL 21a  
DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcel 43 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at the most Southerly corner of said Parcel 43; thence from the TRUE POINT OF BEGINNING North 73°24'33" West a distance of 147.00 feet; thence North 37°29'24" West a distance of 57.30 feet; thence North 02°32'53" East a distance of 231.29 feet; to a curve to the right having a radius of 1950.00 feet through a central angle of 05°56'25" with an arc length of 202.17 feet; subtended by a chord which bears North 05°31'06" East for a distance of 202.08 feet; thence North 17°25'19" East a distance of 120.00 feet; to a curve which tangent bears North 12°00'02" East; thence along said curve to the right having a radius of 1935.00 feet through a central angle of 06°31'04" with an arc length of 220.12 feet; subtended by a chord which bears North 15°15'34" East for a distance of 220.00 feet; to a curve to the right having a radius of 62.00 feet through a central angle of 92°48'56" with an arc length of 100.44 feet; subtended by a chord which bears North 64°55'34" East for a distance of 89.81 feet; thence South 48°04'21" East a distance of 574.15 feet; thence South 16°02'35" West a distance of 218.45 feet; thence South 34°19'34" West a distance of 200.38 feet; thence South 55°15'06" West a distance of 185.84 feet; thence South 81°30'07" West a distance of 131.68 feet to the POINT OF BEGINNING.

Containing 8.658 acres of land, more or less.

*The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.*

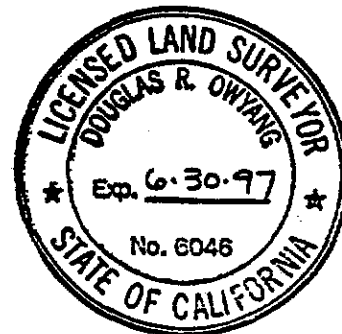


EXHIBIT A-1

67 of 74

DEC 17 1995 10:15 AM

EXHIBIT "A-2"  
HIGHLAND RESERVE  
PARCEL 20



NORTH

Scale: 1"=300'

Gibson Drive

LOT 20  
R MAPS 24  
(34.42 ac.)

Roseville Parkway

**MACKAY & SOMPS**

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING  
ROSEVILLE, CA. 95661-2944 (916) 773-1189

March 5, 1998

18131-10

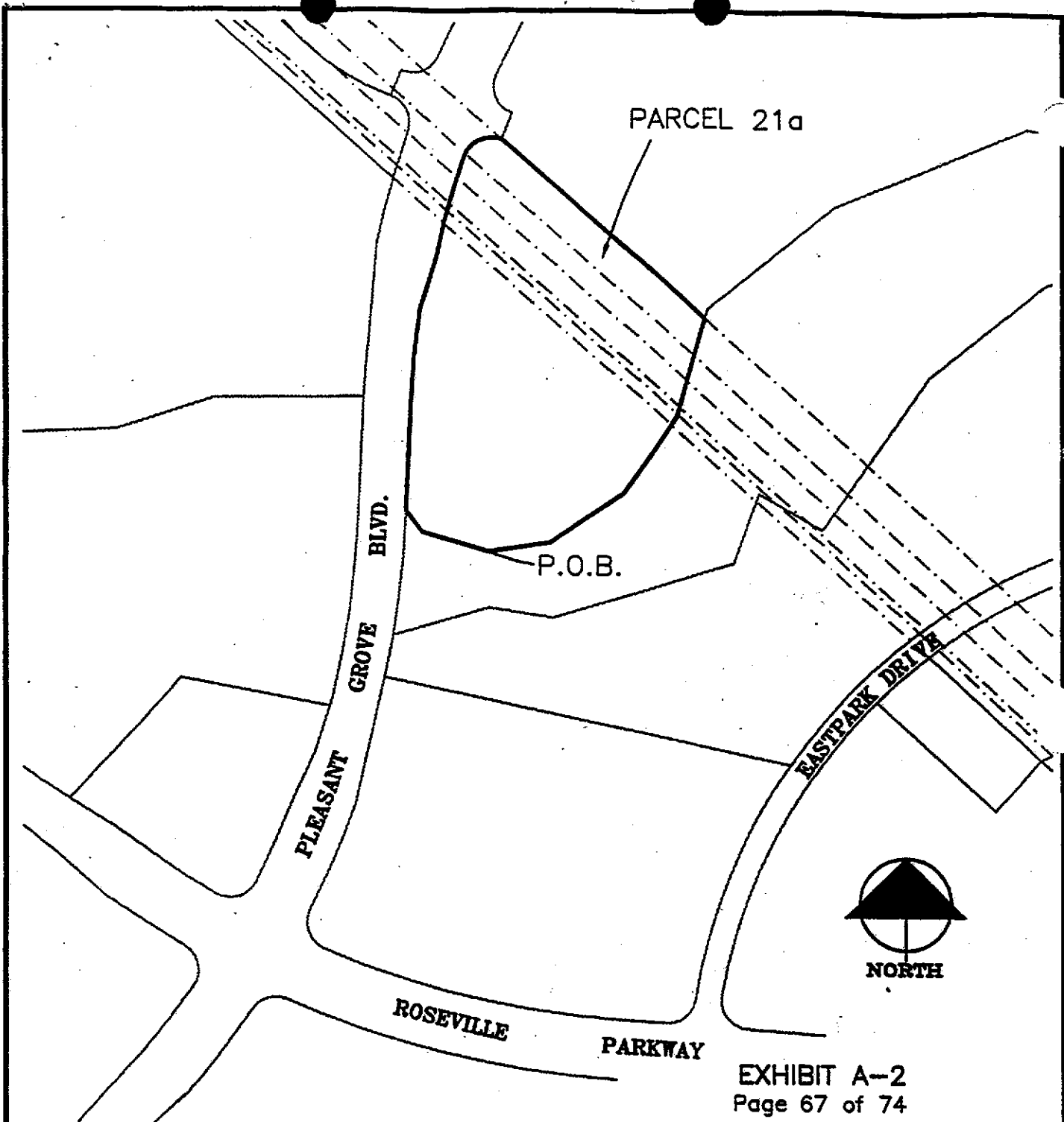


EXHIBIT A-2  
Page 67 of 74

THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DMDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

NCRSP PARCEL 21a

ROSEVILLE, CALIFORNIA

**MACKAY & SOMPS**

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING  
ROSEVILLE, CA. 95661-2944 (916) 773-1189

MSJ	1"=300'	12/07/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

# NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

Adopted July 5, 1990  
Resolution #90-170

### MAP AMENDED:

- 10/02/91 RES# 91-254
- 10/02/91 RES# 91-260
- 12/18/91 RES# 91-320
- 06/08/94 RES# 94-196
- 06/30/94 RES# 94-197
- 10/05/94 RES# 94-113
- 09/13/95 RES# 95-260
- 11/15/95 RES# 95-315
- 12/20/95 RES# 95-364
- 5/28/97 RES# 97-127
- 8/19/98 RES# 98-314



SCALE: 1" = 1750'  
CITY OF ROSEVILLE PLANNING DEPARTMENT  
z:\mappings\spare\veryp1.dwg\07.02.97

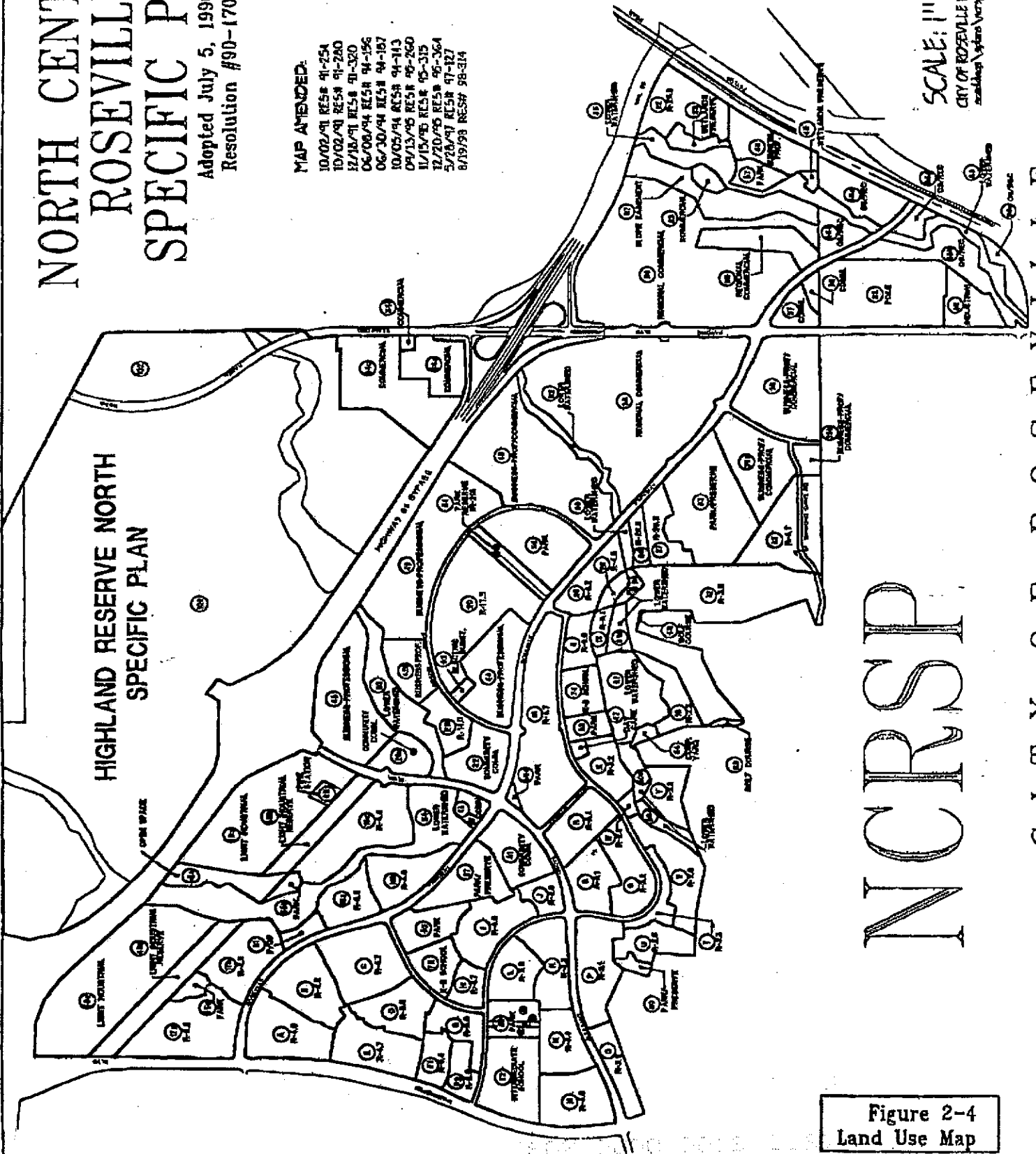


Figure 2-4  
Land Use Map

Table 2-2  
Land Use Table by Parcel Number

RESIDENTIAL				NON-RESIDENTIAL		
Parcel	Land Use	Acres	Units	Parcel	Land Use	Acres
A	R-4.8	16.60	79	21A	COMMUNITY COMMERCIAL	8.66
B	R-4.5	16.30	73	31	COMMUNITY COMMERCIAL	13.96
C	R-4.7	19.90	94	32	COMMUNITY COMMERCIAL	11.70
D	R-5.0	12.60	63	33	COMMERCIAL	2.60
E	R-4.7	15.50	73	34A	COMMERCIAL	13.27
F(1)	R-6.4	5.96	38	34B	COMMERCIAL	1.16
F(2)	R-5.8	6.06	35	35	REGIONAL COMMERCIAL	94.19
G	R-5.6	8.65	48	36	REGIONAL COMMERCIAL	94.70
H	R-4.8	6.16	29	37	COMMERCIAL	5.30
I	R-4.9	15.40	75	38	BUSINESS PROFESSIONAL/COMM	29.54
J	R-4.6	5.90	27	39A	BUSINESS PROFESSIONAL/COMM	19.33
K	R-4.7	14.60	68	39B	BUSINESS PROFESSIONAL/COMM	2.98
L	R-5.5	11.10	61	40	BUSINESS PROFESSIONAL/COMM	50.03
M	R-4.4	10.20	45	41	BUSINESS PROFESSIONAL/COMM	3.48
N	R-4.6	16.90	78	42	BUSINESS PROFESSIONAL	40.59
O	R-3.2	7.50	24	42B	BUSINESS PROFESSIONAL	10.96
P	R-3.1	16.30	50	43	BUSINESS PROFESSIONAL	27.97
Q	R-3.1	11.50	36	44	BUSINESS PROFESSIONAL	20.44
R	R-6.1	12.90	79	45	WETLAND PRESERVE	1.10
S	R-3.2	10.50	34	46	BUSINESS PROFESSIONAL	13.20
T	R-3.3	11.80	39	47	DAYCARE CENTER	1.09
U	R-2.6	9.90	26	48A	LIGHT INDUSTRIAL	37.75
V	R-2.6	15.40	40	48B	LIGHT INDUSTRIAL RESERVE	8.87
W	R-2.9	1.70	5	49A	LIGHT INDUSTRIAL	46.47
X	R-3.2	0.60	31	49B	LIGHT INDUSTRIAL RESERVE	12.42
Y	R-2.3	8.30	19	50A	PARK	4.50
9	R-6.0	6.33	38	50B	PARK	0.21
10	R-2.3	6.53	20	50C	PARK	1.00
11	R-6.1	3.42	21	50D	PARK	2.25
12	R-3.2	51.02	165	52	PARK	10.10
13	R-4.7	19.29	90	53	PARK	4.50
17A	R-5.2	23.19	119	54A	PARK	2.14
17B	R-4.9	22.06	106	54B	PARK	3.26
18A	R-4.4	11.00	48	55A	OPEN SPACE	9.85
18B	R-4.6	11.76	53	55B	PARK	2.87
18C	R-4.4	26.57	116	55C	PARK	2.88
19	R-4.7	35.48	185	55D	PARK	0.88
20	R-17.5	34.42	602	56	PARK	20.80
21B	R-14.0	8.56	119	57	PARK	5.40
22	R-20.3	16.75	340	58	GOLF COURSE	0.13
23	WET.PRSRV	4.50		59	GOLF COURSE	0.75
26	R-4.2	10.86	45	61	PUBLIC/QUASI PUBLIC	2.28
27	R-20.3	8.59	174	62	ELECTRICAL SUBSTATION	1.17
28	R-20.2	3.58	72	63	PG&E	31.54
29	R-4.5	2.43	11	64	CORPORATION YARD	1.46
				65	FIRE STATION	2.28
				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/PRESERVE	1.81
				91	PARK/PRESERVE	13.67
				93	PARK/PRESERVE	39.05
				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
				101	HIGHLAND RESERVE NORTH SPECIFIC PLAN	574.43
				102	HIGHLAND RESERVE NORTH SPECIFIC PLAN	40.61
					RIGHT OF WAY	94.12

ORDINANCE NO. 3261

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT  
FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN  
RELATING TO PARCEL 20 & 21A  
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 an Amended Development Agreement for the North Central Roseville Specific Plan (NCRSP) area as described in the Amended Development Agreement, a copy of which is on file with the City Clerk and incorporated herein by reference, by and between the City of Roseville and Roseville Properties Investment Partners Ltd., a Texas limited partnership.

SECTION 2. FINDINGS. The City Council of the City of Roseville has reviewed the findings of the Planning Commission regarding the proposed amendment to the NCRSP Development Agreement and makes the following findings:

1. The Amended 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 Development Agreement is consistent with the provisions of Chapter 19.84 of the Zoning Ordinance of the City of Roseville;
3. The Amended Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
4. The Amended Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The development permitted by the Amended Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Amended Development Agreement.

SECTION 3. The Amended Development Agreement for the NCRSP, by and between 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 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 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 September, 1998, by the following vote on roll call:

AYES COUNCILMEMBERS:

Harry Crabb, Pauline Roccucci, Randy Graham,  
Claudia Gamar

NOES COUNCILMEMBERS:

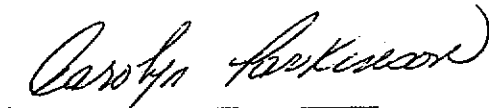
None

ABSENT COUNCILMEMBERS:

Jim Gray

  
MAYOR

ATTEST:

  
City Clerk

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

ATTEST  
City Clerk of the City of Roseville, California  
  
DEPUTY CLERK