recording requested by: After Recording Return To: City Clerk CITY OF ROSEVILLE 311 Vernon Street, Office 20& Pagavilla, CA 95678

> Book 3221 Page 151 Recorded July 6, 1987

95-005678

Rec Fee Total

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Recorded Official Records County of Placer Jim McCauley Recorder

1-Feb-95 |

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AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND OLYMPUS POINTE ONE AND FIVE INVESTORS RELATIVE TO PARCEL 5 OF THE NORTHEAST ROSEVILLE SPECIFIC PLAN

1:36pm

This Amendment to Development Agreement is entered into this \_\_9th day of January, 1995 by and between the CITY OF ROSEVILLE, a municipal corporation (the "City") and OLYMPUS POINTE ONE AND FIVE INVESTORS, a California limited partnership ("Landowner") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code.

### RECITALS

- The City and Landowner's predecessor in interest entered into a Development Agreement ("Agreement") for the real property described in Exhibit "A" (the "Property") on June 5, 1987.
- At the request of Landowner, the Planning Commission of the City held a public hearing on \_\_10/13/94 , at which the Planning Commission recommended approval of an amendment to the City's General Plan from Medium Density Residential to Regional and Community Commercial/Business Park and Professional Office, and Amendment to the Northeast Roseville Specific Plan from Residential to Regional and Community Commercial/Business Park and Professional Office, an Amendment to the Zoning Code from Planned Development Study Area to Planned Development Regional and Community Commercial/Business Park and Professional Office and an amendment to the Agreement for the Property.
- The City Council of City held a public hearing on 11/16/94, with respect to the approval of such amendments in accordance with Government Code Sections 65868 and 65867.5.

#### **AGREEMENT**

MAR 13 1995

The parties agree as follows:

CITY OF ROSEVILLE Park Fees. Landowner shall pay park fees totalling \$253,620 to the City for park fees associated with the development of the Property which fees are based on the previous residential zoning of 180 multi-family units. The fees shall be paid as follows:

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CF: 8401-03-06 Henry Man/Speaker Mass Northeast Resoulte Speaker Man

- A. To compensate the City for Neighborhood Park Fees and the Residential Construction Tax, the sum of \$92,330 shall be paid upon the issuance of the first building permit on the Property.
- B. To compensate the City for Citywide Park fees, for the second and each successive building permit issued for the Property issued thereafter, said fees shall be calculated on a prorata, building square footage basis, based on the anticipated building square footage on the remainder of the Property such that the total of building area such that the total of Citywide fees shall be \$161,290, subject to inflationary adjustments describe in Paragraph 1.D. below.
- C. In the event that no building permits are issued within 5 years after the date of this Amendment, the sum of \$92,330 shall become due and payable.
- D. The unpaid balance of park fees to be paid pursuant to this section shall be adjusted for inflation by the City in accordance with the percentage annual adjustment of the City's Neighborhood Park Fee, Residential Construction Tax, and Citywide Park Fee.
- 2. Affordable Housing. Landowner shall be responsible for causing 9 residential units in the Northeast Roseville Specific Plan to be provided as affordable housing pursuant to the affordable housing goal of the General Plan, the Northeast Roseville Specific Plan and the Agreement. Landowner's affordable housing obligation shall be satisfied by paying an in-lieu fee, as permitted by the City's General Plan Housing Element, of \$47,970. Said fee shall be paid upon the issuance of the first building permit on the Property. City shall use the fee for the purpose of qualifying middle income home buyers to purchase homes in the Northeast Roseville Specific Plan Area. However, if appropriately priced purchase housing affordable to middle income home buyers is not available within the NERSP within 2 years of the date of this Amendment, the City shall be permitted to use the in-lieu fee to assist in the development of affordable housing elsewhere in the City.
- 3. School Fees. Landowner shall pay school impact fees in accordance with the local district requests which are to provide for 100% of the costs to house new students which would result from the proposed uses which fee is the equivalent of double the "Sterling" fee in effect at the time of building permit issuance.
- 4. Nothing in this Amendment shall prohibit Landowner from participating in alternative fee financing programs through the City's Business Assistance Program or through the inclusion of the Property in an assessment district to fund such fees.

All other provisions of the Agreement shall remain in full force and effect.

# **EXECUTION**

This Amendment to Development Agreement is executed on the date written below.

	OLYMPUS POINTE ONE AND FIVE INVESTORS, a California limited partnership
	by: LEXON ENTERPRISES, a California corporation, General Partner
Date: 1 Nov 94	by: Jack Sioukas
Date: <u>Nov. 1, 1994</u>	President  Souris Kolokotronis Secretary
	CITY OF ROSEVILLE, a municipal corporation
Date:	by:  Al Johnson  City Manager
	ATTEST:
Date:	by: <u>Carolly Haskinson</u> Carolyn Parkinson City Clerk
	APPROVED AS TO FORM:
Date:	by:
	City Attorney
	APPROVED AS TO SUBSTANCE:
Date:	
	Patty Dunn Planning Director

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STATE OF CALIFORNIA ) ) ss COUNTY OF SACRAMENTO )

On November 1, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared SOTIRIS KOLOKOTRONIS, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC Grinkides

STATE OF CALIFORNIA ) ) ss COUNTY OF SACRAMENTO )

On Notary Public in and for said State, personally appeared JACK SIOUKAS , personally known to me (or preved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Supan Holl NOTARY PUBLIC

STATE OF CALIFORNIA	)
personally known to me (or properson(s) whose names is/are that he/she/they executed the	in the year of 1995, before me, the undersigned, a state, personally appeared for the subscribed to the within instrument and acknowledged to me same in his/her/their authorized capacity(ies), and that by the instrument the person(s), or the entity upon behalf of ecuted the instrument.
WITNESS my hand and official so with farke,  Notary Public in and for said	seal.
THIS CERTIFICATE MUST BE ATTAC Title or Type of Document And Date of Document 1, 4, 9	HED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

## ORDINANCE NO. 2830

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH OLYMPUS
POINTE ONE AND FIVE INVESTORS 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 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 an Amendment to the Development Agreement with Olympus Pointe and Five Investors.
- SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Amendment to the Development Agreement for Olympus Pointe One and Five Investors and makes the following findings:
- 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;
- 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 3. The Amendment to the Development Agreement by and between Olympus Pointe One and Five Investors and the City of Roseville, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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SECTION 4. The City Clerk is directed to record the executed' Amendment to Development Agreement within 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 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 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  $\frac{7th}{call:}$  day of  $\frac{December}{call}$ , 1994, by the following vote on

AYES COUNCILMEMBERS: Gamar, Roccucci, Hamel

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Crabb, Santucci

MAYOR!

ATTEST:

CITY CLERK

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

ATTEST: City Cut of ficteville fairornia

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