



*S. Corti  
CDD*

PLACER, County Recorder  
JIM MCCAULEY Co Recorder Office  
**DOC- 2002-0122268**

Wednesday, OCT 09, 2002 08:02:00  
NOC \$0.00

Ttl Pd \$0.00

Nbr-0000705660  
ang/R2/1-17

Recording Requested by

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk  
City of Roseville  
311 Vernon Street  
Roseville, CA 95747

Exempt from recording fees  
Pursuant to Govt. Code 27383

(THIS SPACE RESERVED FOR RECORDER'S USE)

Title: Third Amendment of Development Agreement Between the City of Roseville and Sammis Roseville Associates Relative to the North Roseville Specific Plan Phase II

*SS  
EM*

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

City Clerk  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678  
Attn: Carolyn Parkinson

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**THIRD AMENDMENT OF  
DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ROSEVILLE  
AND SAMMIS ROSEVILLE ASSOCIATES  
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN  
PHASE II**

THIS THIRD AMENDMENT is entered into this 11th day of September, 200<sup>2</sup> by and between the CITY OF ROSEVILLE, a municipal corporation ("**City**"); and PETER P. BOLLINGER INVESTMENT COMPANY, a California limited partnership, and BOLLINGER PROPERTIES, LLC, a California limited liability company ("**Landowner**"), pursuant to the authority of Section 65864 through 65869.5 of the Government Code of California.

**WITNESSETH:**

A. On August 25, 1999, the City of Roseville and Sammis Roseville Associates, a California General Partnership (hereinafter "**Sammis**") entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Sammis Roseville Associates Relative to the North Roseville Specific Plan Phase II" (hereinafter the "**Development Agreement**"). The Development Agreement was recorded in the Official Records of Placer County on September 13, 1999, as Document 99-0081306. John Mourier and City entered into the First Amendment to the Development Agreement on March 20, 2002, which amendment was recorded on March 27, 2002 in the Official Records of Placer County, California, as Instrument No. 2002-0033966 (hereinafter the "**First Amendment**"). Then, John Mourier Construction and City entered into the Second Amendment to the Development Agreement in February 2002, which amendment is not yet recorded (hereinafter the "**Second Amendment**"). The Original Development Agreement, as amended by the First Amendment and Second Amendment, shall be referred to collectively herein as the "**Development Agreement.**" Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. This Third Amendment amends the Development Agreement (hereinafter the "**Third Amendment**") and shall run with the land. It affects a portion of the real property subject to the Development Agreement. The real property affected by this Third Amendment is identified in Exhibit "B" of the Development Agreement as "WW-17" and is more particularly described in Exhibit "A-1" and depicted in Exhibit "A-2" attached to this Third Amendment (hereinafter the "**Parcel WW-17**").

C. On June 14, 2001, Landowner purchased from Sammis Parcel WW-17. Pursuant to paragraph "2. Assignment" of the Development Agreement (p. 41) Sammis has assigned its interest in the Development Agreement with respect to Parcel WW-17 to Landowner.

D. On n/a, Landowner entered into a lease-purchase option (the "Option") with Eskaton Properties, Inc., a California corporation ("Eskaton"), whereby Eskaton will lease Parcel WW-17 from Landowner until such time as Eskaton exercises the option therein. The terms of the Option obligate Eskaton to exercise and close on the Option on or before June 28, 2002. Eskaton intends to develop Parcel WW-17 with high density residential units affordable to low income seniors, handicapped and/or disabled persons and commercial uses, as specified in the North Roseville Specific Plan.

E. The City Council has approved an amendment to the North Roseville Specific Plan by Resolution No. 02-247 (the "Specific Plan Amendments"), which amendment amends the land use tables for Phase 1: Neighborhood and Phase 2: Neighborhood D to reflect a transfer of 31 affordable housing units from Phase 1 Parcel EV-1 to Phase 2 Parcel WW-17.

F. The City Council has found and determined that this Third Amendment is consistent with the General Plan and the North Roseville Specific Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of Development Agreement. The following sections of the Development Agreement are hereby amended as follows:

a. Recital 5 is revised to read:

"5. Entitlements. The City Council has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

5.1 The Roseville General Plan, as amended by Resolution No. 02-246;

5.2 The North Roseville Specific Plan and Design Guidelines, as amended and adopted by Resolution No. n/a, (the "Specific Plan");

5.3 The Rezoning of the Property pursuant to Ordinance No. n/a, dated \_\_\_\_\_, 2002 and pursuant to Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_ 2002;

5.4 This Development Agreement, as adopted by Ordinance No. 3860 (the "Adopting Ordinance") and as amended hereby.

The approvals described in paragraphs 5.1 through 5.3, inclusive, are referred to herein as the "Entitlements."

b. Revised Section 2.2 (Vested Entitlements). All references in the Agreement to Exhibits "B-1" and "B-2" shall refer to Revised Exhibits "B-1" and "B-2"

attached hereto and the approximate land use acreages set forth in Section 2.2 of the Development Agreement are revised to read as follows:

Single Family, Low Density Residential	1,318 Units on 285.6 acres;
Single Family, Medium Density Residential	232 Units on 28.5 acres;
Multi-Family, High Density Residential	332 Units on 12.7 acres;
Multi-Family, Sr/Hndcp/Disabld	147 Units on 7.9 acres;
Community Commercial	15.6 acres;
Public/Quasi Public	
(Schools) (Fire Station) (Church) (Well Site)	29.6 acres;
Other Public (ROW)	26.4 acres;
Park:	15.7 acres; and
Open Space:	68.1 acres.

c. Revised Section 2.6 (Affordable Housing) Section 2.6 of the Development Agreement shall be revised in its entirety to read as follows:

"2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this section and subject to adjustment based on actual development, the goal is to provide 46 units affordable for purchase to middle-income households, 45 units affordable for purchase to low-income households, and 147 units affordable for rent to low-income households. Any adjustment based on actual development shall be subject to the approval of the Housing Director.

"Terms 'very low income' means households earning less than fifty percent (50%) of median income, 'low income' means households earning fifty-one percent (51%) to eighty percent (80%) of median income, and 'middle income' means households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan and City policy.

d. Revised Section 2.6.2 (Mutli-Family Affordable Rental Units) Section 2.6.2 of the Development Agreement shall be revised in its entirety to read as follow:

"2.6.2 Multi-Family Affordable Rental Units.

"2.6.2.1 Affordable Obligation. Landowner agrees that 147 residential units will be reserved within Parcel WW-17 for rental to low-income households.

"2.6.2.2

"2.6.2.3 No Compensation from City. Landowner or its successors shall not be entitled to any compensation or subsidy for the loss of rental revenue during the period that units are reserved hereunder as affordable.

" Prior to issuance of a building permit for a structure on parcel WW-17, City and Landowner shall enter into an Affordable Rental Housing Development Agreement with Landowner or its successor giving effect to the intent of this section.

"2.6.2.4 Senior Housing Obligation. Notwithstanding any provision of this agreement to the contrary, the 147 affordable rental units to be located on WW-17 pursuant to the terms hereunder shall be made available to senior households according to the following schedule: not less than six (6) units shall be affordable to households earning a minimum of fifty percent (50%) of the median income; not less than fifty-three (53) units shall be affordable to households earning a minimum of sixty percent (60%) of the median income; and not less than eighty-eight (88) units shall be affordable to households earning a minimum of eighty percent (80%) of the median income.

"2.6.2.5 Completion of WW-17 Project. City agrees that Eskaton is transferring and fulfilling its affordable housing obligation from Parcel EV-1 in Phase 1 of the North Roseville Specific Plan to Parcel WW-17. Landowner agrees for itself and its successors and assigns that development of the 147 units on WW-17 shall commence within 10 years from the date of full execution of this Second Amendment.

e. Revised Section 3.2.5 (Park Fee and Reimbursement) Section 3.2.5 of the Development Agreement shall be revised to add the following text after the last paragraph:

"In exception to the foregoing, Landowner (and its successor in interest) shall not be obligated to pay the foregoing neighborhood park fees for the 37 residential units being transferred to Parcel WW-17 from Parcel EV-1 as part of this Third Amendment. Neighborhood park fees for said units are being paid on Parcel EV-1."

f. New and Revised Exhibits. Revised Exhibits "B-1" and "B-2" are attached hereto and hereby incorporated into and made a part of the Development Agreement.

2. Consistency with General Plan. The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

3. Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.

4. Form of Amendment. This Amendment is executed in two duplicated originals, each of which is deemed to be an original.

5. Assignment and Assumption. City and Landowner agree that, in accordance with paragraph "2. Assignment" of the Development Agreement (p. 41), Landowner may assign the Development Agreement to Eskaton. Upon execution of an assignment by Landowner and an assignee, and the conveyance of Landowner's interest in Parcel WW-17, Landowner shall be released from any further liability or obligation of the Development Agreement and any amendments thereto related to Parcel WW-17. In such case, the assignee shall be deemed to be "Landowner," with all rights and obligations related thereto.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 3860, adopted by the

Council of the City of Roseville on the 10th day of July, 2002, and Landowner has caused this Amendment to be executed.

**CITY OF ROSEVILLE,  
a municipal corporation**

By: 

Allen E. Johnson  
City Manager

**PETER P. BOLLINGER INVESTMENT  
COMPANY, a California limited partnership**

By: 

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

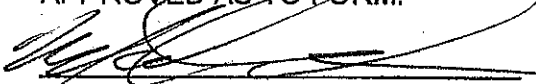


Carolyn Parkinson  
City Clerk

and

**BOLLINGER PROPERTIES, LLC., a California  
limited liability company**

APPROVED AS TO FORM:



Mark J. Doane  
City Attorney

By: 

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[ALL SIGNATURES MUST BE NOTARIZED]

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SACRAMENTO )

On August 27, 2002, before me, Renee Morgan the undersigned, personally appeared Peter P. Bollinger

( X ) personally known to me  
( ) 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.



Signature Renee Morgan

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EXHIBIT "A-1"  
LEGAL DESCRIPTION  
FOR  
NRSP, PHASE II, PARCEL WW-17

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Parcel 17, as shown on the map of "Woodcreek West Large Lot Subdivision," filed for  
record November 23, 1999, in Book V of Maps at Page 98, records of Placer County.

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EXHIBIT "A-2"

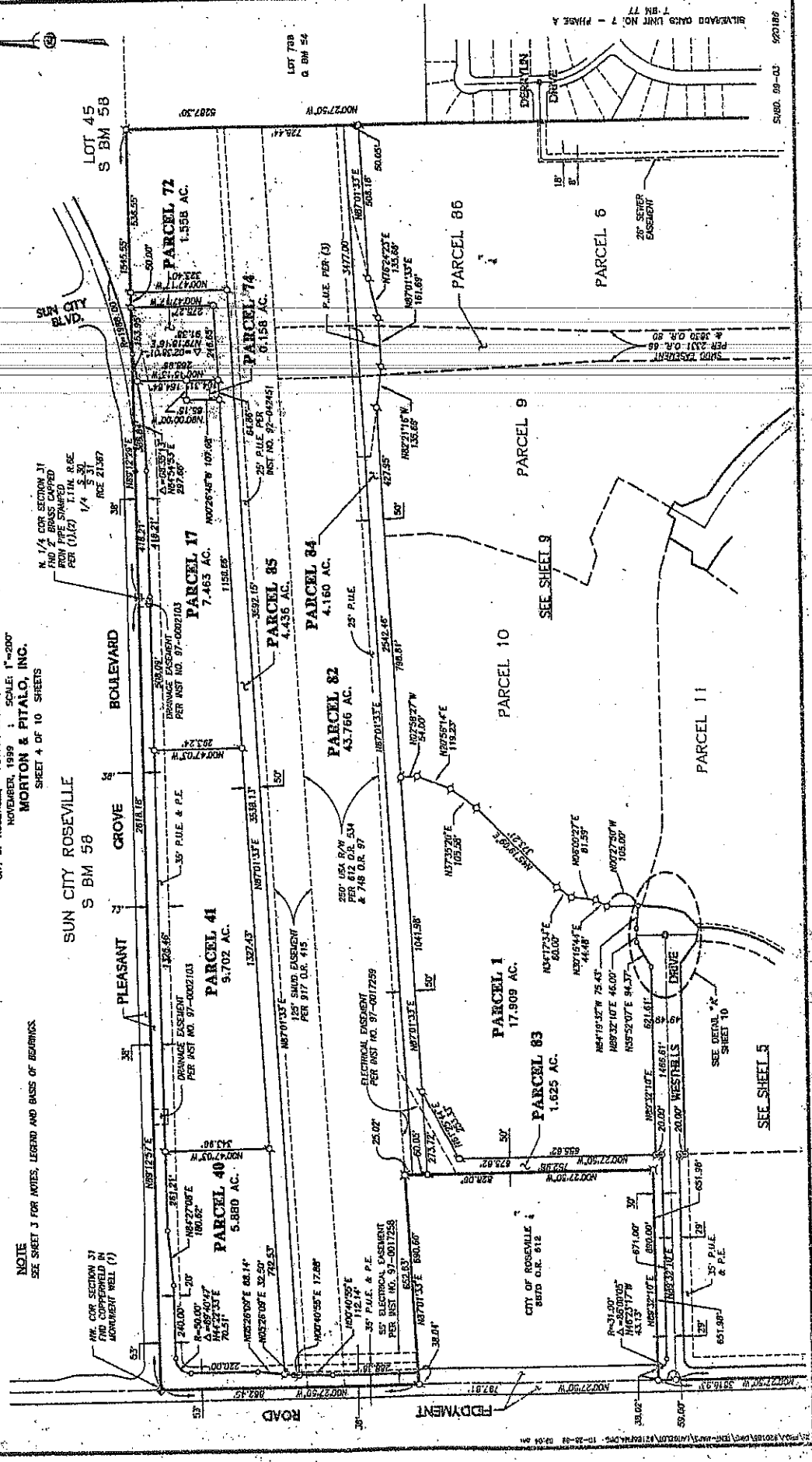
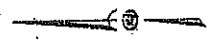
"Map of Property"

PLAT OF

# WOODCREEK WEST LARGE LOT SUBDIVISION A PORTION OF SECTION 31, T.11 N., R.6 E., M.D.M. INCLUDING LOT 76 OF "NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 2", Q B.M. 56

CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA  
NOVEMBER, 1999 1" = 200'  
MORTON & PITALO, INC.  
SHEET 4 OF 10 SHEETS

NOTE  
SEE SHEET 3 FOR NOTES, LEGEND AND BASIS OF BEARINGS.



SUBD. 99-03 990189

SILVERADO OAKS UNIT NO. 7 - PHASE A  
T. 11 N. 77

LOT 76B  
Q B.M. 56

LOT 45  
S B.M. 58

SUN CITY ROSEVILLE  
S B.M. 58

PLEASANT GROVE

BOULEVARD

SUN CITY BLVD.

PARCEL 10

PARCEL 9

PARCEL 86

PARCEL 6

PARCEL 11

PARCEL 1

PARCEL 83

PARCEL 41

PARCEL 17

PARCEL 85

PARCEL 84

PARCEL 82

PARCEL 72

PARCEL 74

SEE SHEET 5

SEE SHEET 9

SEE DETAIL "A"  
SHEET 10

FDDYMENT

ROAD

CITY OF ROSEVILLE  
S.B.M. D.E. 912

R.R. COR. SECTION 31  
AND CORP. BEARING  
ADJACENT WELL (1)

N. 1/4 COR. SECTION 31  
AND CORP. BEARING  
ADJACENT WELL (1)

20' P.U.E. & P.E.

50' ELECTRICAL EASEMENT  
PER INST. NO. 97-001258

25' P.U.E. & P.E.

120' SHAD. EASEMENT  
PER 917 D.R. 415

20' USA R.W. PER 612 D.R. 534  
& 748 D.R. 97

25' P.U.E.

25' P.U.E. & P.E.

DRAINAGE EASEMENT  
PER INST. NO. 97-0002103

35' P.U.E. & P.E.

20' P.U.E. & P.E.

25' P.U.E. & P.E.

25' P.U.E. & P.E.

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25' P.U.E. & P.E.

**REVISED EXHIBIT "B-1"**

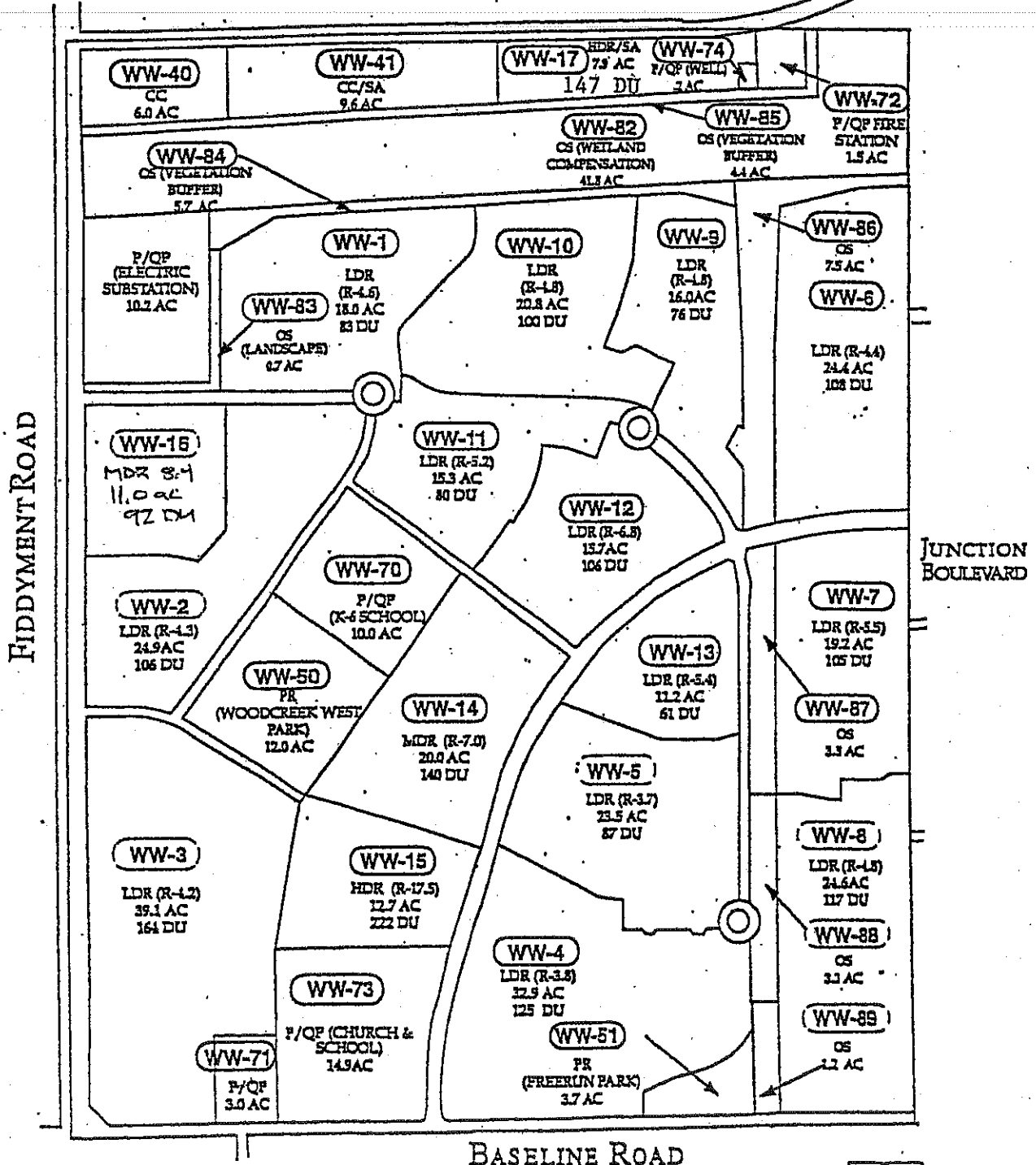
**"Land Uses for the Property**

**Woodcreek West"**

# EXHIBIT "B-1"

Land Uses for the Property  
Woodcreek West

## PLEASANT GROVE BOULEVARD



BASELINE ROAD

13



**REVISED EXHIBIT "B-2"**

"Land Uses for the Property

Woodcreek West"

## EXHIBIT "B-2"

### Land Uses for the Property Woodcreek West

| Woodcreek West           |               |                                |                |                  |              |
|--------------------------|---------------|--------------------------------|----------------|------------------|--------------|
| Land Use by Parcel Table |               |                                |                |                  |              |
| <i>Parcel</i>            | <i>Zoning</i> | <i>Land Use</i>                | <i>Density</i> | <i>Net Acres</i> | <i>Units</i> |
| WW-1                     | R1            | LDR                            | 4.6            | 18.0             | 83           |
| WW-2                     | R1            | LDR                            | 4.3            | 24.9             | 106          |
| WW-3                     | R1            | LDR                            | 4.2            | 39.1             | 164          |
| WW-4                     | R1            | LDR                            | 3.8            | 32.9             | 125          |
| WW-5                     | R1            | LDR                            | 3.7            | 23.5             | 87           |
| WW-6                     | R1            | LDR                            | 4.4            | 24.4             | 108          |
| WW-7                     | RS            | LDR                            | 5.5            | 19.2             | 105          |
| WW-8                     | RS            | LDR                            | 4.8            | 24.6             | 117          |
| WW-9                     | R1            | LDR                            | 4.8            | 16.0             | 76           |
| WW-10                    | R1            | LDR                            | 4.8            | 20.8             | 100          |
| WW-11                    | RS            | LDR                            | 5.2            | 15.3             | 80           |
| WW-12                    | RS            | LDR                            | 6.8            | 15.7             | 106          |
| WW-13                    | RS            | LDR                            | 5.4            | 11.2             | 61           |
| WW-14                    | RS            | MDR                            | 7.0            | 20.0             | 140          |
| WW-15                    | R3            | HDR                            | 17.5           | 12.7             | 222          |
| WW-16                    | RS/DS         | MDR                            | 8.4            | 11.0             | 92           |
| WW-17                    | R3/SA         | HDR                            | 18.6           | 7.9              | 147          |
| WW-40                    | CC            | Commercial                     |                | 6.0              |              |
| WW-41                    | CC/SA         | Commercial                     |                | 9.6              |              |
| WW-50                    | PR            | Park/Detention                 |                | 12.0             |              |
| WW-51                    | PR            | Park/Detention                 |                | 3.7              |              |
| WW-70                    | P/QP          | Elementary School              |                | 10.0             |              |
| WW-71                    | P/QP          | School Administration          |                | 3.0              |              |
| WW-72                    | P/QP          | Fire Station                   |                | 1.5              |              |
| WW-73                    | P/QP          | Church/ School                 |                | 14.9             |              |
| WW-74                    | P/QP          | Well Site                      |                | 0.2              |              |
| WW-82                    | OS            | Wetland Compensation           |                | 41.8             |              |
| WW-83                    | OS            | Open Space(Landscape)          |                | 0.7              |              |
| WW-84                    | OS            | Open Space (Vegetation Buffer) |                | 5.7              |              |
| WW-85                    | OS            | Open Space (Vegetation Buffer) |                | 4.4              |              |
| WW-86                    | OS            | Open Space                     |                | 7.5              |              |
| WW-87                    | OS            | Open Space                     |                | 3.5              |              |
| WW-88                    | OS            | Open Space                     |                | 3.3              |              |
| WW-89                    | OS            | Open Space                     |                | 1.2              |              |
|                          |               | ROW- Woodcreek West            |                | 26.4             |              |
|                          |               |                                |                | 492.6            | 1,919        |

16

ORDINANCE NO. 3860

ADOPTING A THIRD AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SAMMIS ROSEVILLE ASSOCIATES, 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 "Third Amendment of Development Agreement by and between the City of Roseville and Sammis Roseville Associates" to alter and clarify provisions in the existing Development Agreement.

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

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

SECTION 3. The Third Amendment to Development Agreement by and between the Peter P. Bollinger Investment Company, Bollinger Properties, 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 Third 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 10th day of July, 2002, by the following vote on roll call:

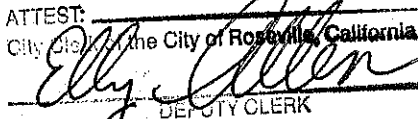
AYES            COUNCILMEMBERS: Earl Rush, Richard Roccucci, Gina Garbolino, Rocky Rockholm, Claudia Gamar  
NOES            COUNCILMEMBERS: None  
ABSENT        COUNCILMEMBERS: None

  
MAYOR

ATTEST:

  
City Clerk

The foregoing instrument is a copy of the original on file in the City Clerk's Department.

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

Handwritten marks or scribbles in the top right corner.

Horizontal line of text, possibly a header or separator.

Main body of text, appearing as a single line of characters.

Small handwritten mark or signature in the bottom right corner.