



PLACER, County Recorder  
 RYAN RONCO  
 DOC- 2019-0103338-00

Recording Requested by:

*AND*

When Recorded Mail to:

City Clerk  
 City of Roseville  
 311 Vernon Street  
 Roseville, CA 95678

THURSDAY, DEC 19, 2019 01:14 PM  
 MIC \$0.00 | AUT \$0.00 | SBS \$0.00  
 ERD \$0.00 | SB2 \$0.00 | \* \$0.00  
 ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02844605  
 clkbzph9t2/SG/1-48

Exempt from Recording Fees  
 Pursuant to Cal. Gov't Code § 27383

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP AS ASSIGNEE OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY DEVELOPMENT II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, PHILLIP ROAD LAND, LLC, J & KD ENTERPRISIES, LLC, SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC, DECOU WEST ROSEVILLE, LLC, BLUE OAKS - ROSEVILLE LP, AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN**

This First Amendment of Development Agreement ("Amendment") is entered into this 6th day of ~~November~~ <sup>December</sup>, 2019, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, a Washington limited partnership ("Anthem" or "Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. On October 3, 2012, Developer's predecessors in interest, Granite Bay Development II, LLC ("Granite Bay"), Phillips Road 160 Investors Limited Partnership ("Phillips 160"), Phillip Road Land, LLC ("Phillip Land"), J & KD Enterprises, LLC ("J & KD"), Soule Investments, LLC ("Soule"), Bennett West Roseville, LLC ("Bennett West"), DeCou West Roseville, LLC ("DeCou West"), Blue Oaks-Roseville, LP (Blue Oaks – Roseville"), and Chau-Hsiung Chuang, Yueh-Jing Chuang, Felix Chuang, and Mark Chuang (collectively "Chuang") (collectively "Predecessors In Interest") and City entered into a Development Agreement (the "Development Agreement") which was recorded in the Official Records of Placer County on November 28, 2012 as Document No. 2012-0113752.

Phillips 160 assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034779; Phillip Land, J & KD, and Soule assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034780; Bennett West and DeCou West assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034781; Blue Oaks – Roseville LP assigned the Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated May 24, 2019 and recorded May 24, 2019 as Document 2019-0034782; and Chuang assigned the

Development Agreement to Developer pursuant to that certain Assignment of Development Agreement dated December 11, 2018 and recorded March 13, 2019 as Document 2019-0015249. Anthem substituted itself as Developer pursuant to that certain Memorandum of Agreement which was recorded on July 5, 2019 as Document No. 2019-0046532.

Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and Predecessors In Interest entered into the Development Agreement relative to development of the Creekview Specific Plan ("Specific Plan", "CSP", or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property").

C. This Amendment amends the Development Agreement. It affects the Property as described on Exhibits "A" and "B" attached to the Development Agreement, and shall run with the land.

D. Concurrent with its consideration of this Amendment, City is processing a General Plan Amendment (Resolution No. ~~11.450~~), Specific Plan Amendment (Resolution No. ~~11.451~~), Rezone (Ordinance No. ~~6149~~), Large Lot Tentative Subdivision Map (PL18-0190) and Small Lot Tentative Subdivision Map (PL18-0190) for purposes of redesignating, rezoning, and subdividing the Property. City and Landowner wish to enter into this Amendment to provide consistency with these land use approvals.

E. The Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. TABLE OF CONTENTS. The following entry is deleted from the Table of Contents:

"1.3.5 Substitution of New Development Entity as Developer"

b. TABLE OF CONTENTS. The following entry in the Table of Contents is revised in its entirety to read as follows:

"3.7.4 Water Conservation Goal"

c. TABLE OF CONTENTS. The following entry is added to the Table of Contents in its entirety to read as follows:

"3.14.11 Fence Removal"

d. REVISED RECITAL B. The last sentence of Recital B is revised to read as follows:

"Landowner owns the Property."

e. REVISED RECITAL C. Recital C is revised in its entirety to read as follows:

“C. Landowner and Developer Parties. For purposes of this Agreement, the terms “Developer” and “Landowner” are interchangeable and shall mean Anthem (including any subsidiaries or affiliates). Anthem intends to develop or oversee development of the Property in accordance with the terms and provisions of this Agreement and the Entitlements.”

f. REVISED RECITAL L. Recital L is revised in its entirety to read as follows:

“The Property was annexed to City, effective April 25, 2013, and is located within the City’s municipal boundary.”

g. REVISED SECTION 1.2. Section 1.2 is revised in its entirety to read as follows:

“1.2 Binding Covenants. Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Landowner represents that all parties holding legal or equitable interests in the Property shall be bound by this Agreement in the manner provided herein. Landowners are shown in Exhibit “D”.”

h. DELETED SECTION 1.3.5. Section 1.3.5 (Substitution of New Development Entity as Developer) is deleted in its entirety.

i. REVISED SECTION 2.2. The summary table of Section 2.2 (Vested Entitlements) is revised as follows:

“Low Density Residential	951 units on 182.8 Net Acres;
Medium Density Residential	513 units on 51.2 Net Acres;
High Density Residential	547 units on 17.7 Net Acres;
Community Commercial	9.2 Net Acres;
Open Space	136.9 Net Acres;
Park	16.3 Net Acres;
Elementary School	7.0 Net Acres;
Electric Substation	0.9 Net Acres;
Well Site	0.5 Net Acres;
Lift Station	0.6 Net Acres;
Solid Waste Recycling Center	0.6 Net Acres;
Right of Way	37.7 Net Acres;”

j. REVISED SECTION 2.6.1. The table in Section 2.6.1 is revised as follows:

Parcel	Total Units in Parcel	Middle Income Purchase Units
C-20	75	10
C-22	105	20
C-25	62	10

- k. REVISED SECTION 2.6.2.1. The table and text in Section 2.6.2.1 are revised as follows:

“ 2.6.2.1 Affordable Obligation. Developer agrees that one hundred and sixty-one (161) affordable rental units will be reserved within the Property, including eighty-one (81) units for rental to very low income households and eighty (80) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
C-42	136	80	40	40
C-43	116	81	41	40
Total	252	161	81	80

Such units shall be distributed throughout the Parcel.”

- l. REVISED SECTION 2.6.2.2. Section 2.6.2.2 is replaced in its entirety to read as follows:

“2.6.2.2 Required Agreements. Prior to the issuance of a building permit for the applicable Affordable Parcel(s), the parties shall enter into City’s then current form of Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to low income and very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of fifty-five (55) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee.”

- m. REVISED SECTION 2.6.2.3. Section 2.6.2.3 is revised in its entirety to read as follows:

“2.6.2.3 No City Subsidies. Developer agrees to provide all of the affordable rental units without any subsidy from the City.”

- n. RENUMBERED SECTION 2.6.2.4. Previous Section 2.6.2.2 (Transfer/Satisfaction of Obligation) is renumbered as Section 2.6.2.4. No revisions are made to text.

- o. RENUMBERED SECTION 2.6.2.5. Previous Section 2.6.2.4 (Community Facilities Districts) is renumbered as Section 2.6.2.5. No revisions are made to text.

- p. REVISED SECTION 2.8. The first sentence in Section 2.8 is revised in its entirety to read as follows:

“By entering into this Agreement, Developer shall not be obligated to develop all or any portion of the Property.”

- q. REVISED SECTION 3.2. The fourth sentence in Section 3.2 is revised in its entirety to read as follows:

"In the event, however, that the land dedication by Developer is triggered by the proposed construction by a third party of a public improvement (including the electric substation site (parcel C-81) identified in Section 3.11.3) identified in this Agreement, such third party shall assume the obligation to assure that, at the time of City acceptance, the land dedicated is free and clear of all Encumbrances, unless expressly waived by the City."

- r. REVISED SECTION 3.3. The first, second and third paragraphs of Section 3.3 (excluding the bullet points) (Project Phasing) are revised in their entirety to read as follows:

"3.3 Project Phasing. It is anticipated that there will be a single master developer of the CSP. Developer, or its successor(s) in interest, as master developer of the CSP, shall develop and construct the infrastructure necessary to serve the Project in Phases A through F substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Grading and infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

City and Developer intend for the CSP to be mass graded in the multiple phases, with substantial volumes of earthen material moved from north of to south of Pleasant Grove Creek. Such mass grading is necessary to balance the material within the CSP and to avoid import or export of fill material (see Section 3.22).

In the event that the conceptual phases as shown in Exhibit "G" are proposed, or are modified or altered, or that smaller "sub-phases" are proposed within the identified Phases A thru F, the following criteria will be used to establish the conditions and requirements for that portion of work:"

- s. REVISED SECTION 3.3, Recycled Water subsection. The Recycled Water subsection of Section 3.3 is revised in its entirety to read as follows:

- "Recycled Water – One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until and including the issuance of the 923<sup>rd</sup> building permit within the CSP or such later time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time, the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled water system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Three temporary potable water charging station connections to the recycled water system shall be allowed among phases A-F. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadway construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director."

- t. REVISED SECTION 3.3.1. The first sentence in Section 3.3.1 is revised its entirety to read as follows:

“One Large Lot Tentative Map (“LLM”) shall be prepared for the entire Plan Area, which will identify the phases as shown on Exhibit “G”.”

- u. REVISED SECTION 3.5.2(a). A new last sentence to the second paragraph of Section 3.5.2(a) is added to read as follows:

“Developer may exchange their responsibility to construct their portion of the median curbing and landscaping improvements for the construction of an equivalent portion of the CIP-reimbursable pavement.”

- v. REVISED SECTION 3.5.2(b). A new last sentence to the first paragraph of Section 3.5.2(b) is added to read as follows:

“The CIP-reimbursable adjacent inside lanes and median landscaping for Westbrook Boulevard from Blue Oaks Boulevard to the Pleasant Grove Creek crossing may be deferred, at the discretion of the City Engineer, until the first building permit is issued in Phase C, as shown in Exhibit “G”.”

- w. REVISED SECTION 3.5.3.1. The first sentence of Section 3.5.3.1 is revised in its entirety to read as follows:

“The design and location of the bus transfer station on the west side of parcel C-70 and east side of parcel C-24 shall be determined with the Design Review Permit or the Major Project Permits for those parcels (or another Major Project Permit for the parcels).”

- x. REVISED SECTION 3.5.9. Section 3.5.9 is revised in its entirety to read as follows:

“3.5.9 Update of City Fee. Developer agrees that the Property shall be subject to and shall pay the City Traffic Mitigation Fee (“TMF”). To the extent that the Traffic Mitigation Fee adopted for the CSP is higher than that charged in the West Roseville Specific Plan Area, Developer shall pay the difference as a surcharge to future TMF obligations on a per-DUE basis for the remaining DUEs within the CSP. To the extent that the TMF adopted for the CSP is lower than that charged in the West Roseville Specific Plan Area, Developer shall receive a credit against future TMF payments until such time as the amount of the overpayment is exhausted.”

- y. REVISED SECTION 3.7.2. Section 3.7.2 is revised in its entirety to read as follows:

“3.7.2 Groundwater Well. If applicable, Developer shall dedicate to City parcel C-84 for one (1) groundwater well at the approximate location shown on Exhibit “R”. The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Developer shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as further described below

("Well Construction Requirements"). To facilitate the drilling of the monitoring well, Developer will provide City and its contractors access to and within the well site to enable City to install the monitoring well to confirm desired capacity and water quality.

It is the intent of this Section 3.7.2 (and the Parties) that the groundwater well location identified within the CSP be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Developer shall, at its own cost, work with the City to relocate the well site within the CSP until these objectives are satisfied.

The Developer shall contact the City Environmental Utilities Department prior to construction of the production well to obtain approval of the well design and drilling method prior to commencement of this work. The well shall be drilled prior to occupancy of any residential units within 500 feet of the well site. Developer shall include noise curtains for the well if, at the time of well construction, homes are occupied within 1000 feet of the well.

Notwithstanding the foregoing, if the City adopts a revised water connection fee which encompasses the costs of the Well Construction Requirements, the Developer shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2."

- z. REVISED SECTION 3.7.4. Section 3.7.4 is revised in its entirety to read as follows:

"3.7.4 Water Conservation Goal. The City has determined that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Creekview Specific Plan Water Conservation Plan as shown in Exhibit "S", which includes a reduction in water use by 18.3% over business-as-usual factors.

The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid."

- aa. REVISED SECTION 3.9. The third paragraph of Section 3.9 is revised in its entirety to read as follows:

"City costs, estimated at \$1.64 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water

facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through the CFD as outlined in the Financing Plan for the Project. Payment from the CFD will not be required until after the 923rd building permit as outlined in Section 3.3 herein. As an alternative to payment from the CFD, the City may adopt a revised water connection fee which encompasses the estimated \$1.64 million in costs for the Recycled Water Facilities described in this paragraph."

bb. REVISED SECTION 3.10.5. The third paragraph of Section 3.10.5 is revised in its entirety to read as follows:

"Material excavated within the CSP shall remain within the CSP and material excavated within the AJWA property for construction of the improvements shall be placed as engineered fill on the Property as shown in Exhibit "BB"."

cc. REVISED SECTION 3.11.3. Section 3.11.3 is revised in its entirety to read as follows:

"Electric Substation. The Developer shall, prior to the issuance of the 923rd residential building permit or any combination of building permits within the CSP as set forth below, dedicate to City a 0.90 buildable acre site (parcel C-81) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation, as shown on Exhibit "CC". The substation site shall not be encumbered by any easements or any other use constraints, except as approved by the Electric Utility Director. At Developer's expense, the substation shall be dedicated in fee, free and clear of all wetlands.

Developer shall, as set forth below, and at Developer's expense, provide the substation site graded and compacted to within six inches (6") of final grade as approved by the Electric Utility Director and consistent with the City's grading ordinance, and where retaining walls are required, provide the retaining wall with split face key stone style or comparable quality / design to be installed by Developer. The Developer shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radii, shall be the width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road and shall have a structural section consisting of lime treated sub grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's engineering group before it is constructed. In addition to the temporary access road, Developer shall complete the finished grading of the power line corridor as shown on Exhibit "CC". This grading will facilitate the installation of the final alignment of the 60KV overhead line that will serve the future substation in the CSP. The power line corridor will be graded to within 6" of final grade and will include a minimum of 6" aggregate base to serve as a temporary access road to the pole line installation. Any easements, access and dedications required to facilitate the installation of this pole line will also be provided by Developer. Developer shall grant a temporary easement for the temporary electric access road and dedicate the substation within the CSP as set forth below.

Provided that Developer provides an access road, power line corridor, temporary easements and substation site as defined above prior to the issuance of the 924<sup>th</sup> residential building permit, the City shall not restrict the issuance of any additional building permits on the basis of insufficient electrical service capacity for the balance of the Project. Should the Developer fail to provide the required sites and access by the 924<sup>th</sup> permit, Developer will only be allowed up to 923 permits, or DUE equivalents or any combination of building permits within the CSP that the City determines, in its sole discretion, is the equivalent to building permits for 923 single family residential detached units. Delays by Developer in dedicating the substation site and power line corridor will result in delays in the availability of power until such time as the substation is fully operational with the ability to serve the remainder of the CSP.

City shall construct the electric substation and all other tenant improvements on parcel C-81 at the time when needed to serve the development of the Plan Area provided the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation.”

dd. REVISED SECTION 3.12. The first paragraph of Section 3.12 is revised in its entirety to read as follows:

“Developer shall dedicate to City a total of 16.3 acres of active park land and 136.9 acres of open space lands, pay fees for construction of city-wide park, park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit “DD”.”

ee. REVISED SECTION 3.12.1. Section 3.12.1 is revised in its entirety to read as follows:

“3.12.1 Park and Open Space Dedications. Developer shall dedicate to City a total of 16.3 acres of active neighborhood parkland and 136.9 acres of open space. The following four park parcels, and five open space parcels shall be dedicated to City as described below and shown in Exhibit "DD":

1. A 7.4-acre, more or less, portion of the Property for the purposes of a public park, shown as parcel C-60;
2. A 4.8-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-61;
3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-62;
4. A 2.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-63;
5. A 36.5-acre, more or less, portion of the Property for the purposes of

drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;

6. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
7. A 15.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
8. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and
9. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages shown as parcel C-54.

Developer shall dedicate to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD) any park lands and open space parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel and parcel grading, are substantially complete and the City is prepared to improve and maintain the site per Section 3.3.1 above. In the event Developer uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), Developer shall, prior to acceptance by City, restore the site to an acceptable rough graded condition and as approved as a part of the Project's rough grading plan. The final pad elevations shall be certified by a licensed civil engineer with deviations no greater than 0.10 feet. In the case where fill material is required to reclaim the site, fill shall be placed in engineered lifts. Developer shall submit a soils analysis report of the fill material to be used to the Parks, Recreation & Libraries Department for review and approval prior to placement of material. Prior to dedicating any open space parcels to City, Developer shall work with City to ensure City has complete and permanent access to such open space parcels for maintenance and emergency response purposes."

ff. REVISED SECTION 3.12.4. The first sentence of Section 3.12.4 is revised in its entirety to read as follows:

“Developer shall pay the City-Wide Park and Bike Trail Fee at time of building permit.”

gg. REVISED SECTION 3.12.8. Subsections 1 through 5 of Section 3.12.8 are revised in their entirety to read as follows:

- “1. A 36.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;
2. A 35.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
3. A 15.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
4. A 25.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-53; and
5. A 24.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), wetland habitat and open space, and open space linkages, shown as parcel C-54.”

hh. REVISED SECTION 3.14.2.1. Section 3.14.2.1 is revised in its entirety to read as follows:

“3.14.2.1 City Public Facilities Fee. Developer shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) at time of building permit.”

ii. REVISED SECTION 3.14.3. Section 3.14.3 is revised in its entirety to read as follows:

“3.14.3 Public Benefit Fee. As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Developer shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$845. Developer shall pay the Public Benefit Fee at time of building permit.”

jj. NEW SECTION 3.14.11. New Section 3.14.11 is added in its entirety to read as follows:

“3.14.11 Fence Removal. Prior to the first building permit issued in the Project north of Pleasant Grove Creek, Developer shall remove existing cattle grazing fences on the Property, with the possible exception of the cattle and goat grazing fencing in the open space parcels (Parcels C-50 to C-54), should a cattle grazing plan be approved by the City. Cattle and goat grazing fencing shall not interfere with bike trail amenities.”

kk. REVISED SECTION 3.17.1.2(f). Section 3.17.1.2(f) is revised in its entirety to read as follows:

“(f) Developer may utilize the Statewide Community Infrastructure Program (“SCIP”) or the Bond Opportunities for Land Development (“BOLD”) program for any eligible impact fee.”

ll. REVISED SECTION 3.17.1.2(i). Section 3.17.1.2(i) is revised in its entirety to read as follows:

“(i) Bond proceeds from bond sales commencing in the year 31 timeframe shall, subject to SPRTA agreeing to the deferral of the SPRTA Tier II Traffic Fee, include an amount no greater than fifty percent (50%) of the SPRTA Tier II Traffic Fee, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, that would normally be paid at time of building permits for low, medium and high density residential dwelling units. The SPRTA Tier II Traffic Fee deferral is subject to SPRTA review and approval and may be revised or discontinued by SPRTA if deemed appropriate as specified in the Tier II Development Fee Program and amendments.

Notwithstanding any provision in this Agreement to the contrary, any amount exceeding fifty percent (50%) of the SPRTA Tier II Traffic Fee, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, the SPRTA Tier II Traffic Fee required by City for non-residential development shall be collected upon issuance of building permit commencing with the first applicable building permit.”

mm. REVISED SECTION 3.17.1.2, NEW SUBSECTION 3.17.1.2(j). Subsection (j) is added to Section 3.17.1.2 in its entirety to read as follows:

“(j) If a Project CFD(s) is formed, then, where adjustments (increases or reductions) in the number of allocated residential units or non-residential acreage involve transfer of residential units or non-residential acreage from one Large Lot parcel to another Large Lot parcel in the Project, City may, in its sole discretion, allow for the transfer of assigned special tax from one Large Lot parcel to another, but only if (i) all such proposed special tax adjustments are agreed to in writing by the affected Large Lot parcel owners and City’s Chief Financial Officer, and (ii) there is no reduction in the CFD maximum special tax revenue as a result of the transfer between Large Lot parcels. Should such a transfer of special taxes from Large Lot parcel to another Large Lot parcel result in an amendment to attachments 1 or 2 of the notice of special tax lien for the CFD(s), the Large Lot parcel owner requesting the transfer of special taxes shall bear the cost to affect the transfer in the CFD documents, and that property owner shall prepare the required amendments to the notice of special tax lien, including amendments to attachments 1 and 2 thereto.”

nn. REVISED SECTION 3.23, NEW SUBSECTIONS 18 and 19. Subsections 18 and 19 are added to Section 3.23 in their entirety to read as follows:

“18. Livestock grazing may occur within the open space preserve areas.

19. Every residential unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet.”

oo. REVISED ARTICLE 10. The notice to Landowner section, including the nine addresses that follow, and the notice to Developer and address are deleted in their entirety and replaced with the following:

“Notice required to be given to Landowner and Developer shall be addressed as follows:

Anthem United Creekview Developments Limited Partnership  
Attn: Brian Moore  
3001 Douglas Boulevard, Suite 200  
Roseville, CA 95661”

pp. REVISED LIST OF EXHIBITS. The following entries are revised in the List of Exhibits:

“Exhibit HH Open Space and Preserve Areas”

“Exhibit O Wastewater Facilities – Alternate Design”

qq. EXHIBITS. The exhibits attached to the Development Agreement are proposed to be deleted and replaced by new exhibits attached to this Amendment, in the case of the following exhibits:

Exhibit B	Property Map
Exhibit C	Annexation Area/Plan Area
Exhibit D	Landowners
Exhibit E	Land Use Plan
Exhibit F	Affordable Housing Sites
Exhibit G	Phasing Plan
Exhibit H	Road Improvements
Exhibit I	Blue Oaks Boulevard Construction Obligations
Exhibit K	Traffic Signals
Exhibit L	Wagner Property Access
Exhibit M	Harris Property Access
Exhibit N	Wastewater Facilities
Exhibit O	Wastewater Facilities – Alternate Design
Exhibit P	Wastewater Facilities for Reimbursement
Exhibit R	Groundwater Well
Exhibit T	Water Facilities
Exhibit U	Water Facilities for Reimbursement
Exhibit W	Recycled Water Facilities

Exhibit X	Recycled Water Facilities for Reimbursement
Exhibit Z	Drainage Facilities
Exhibit AA	Post Development 100 Year Floodplain
Exhibit BB	Pleasant Grove Creek Bypass Channel Improvements
Exhibit CC	Electric Facilities
Exhibit DD	Parks and Open Space
Exhibit FF	Bikeway Master Plan
Exhibit GG	Pedestrian/Bicycle Crossings
Exhibit HH	Open Space and Preserve Areas
Exhibit JJ	DUE Allocation to Specific Plan Parcels for WRSP Reimbursements
Exhibit LL	Panhandle and O'Brien Properties

2. **CONSISTENCY WITH GENERAL PLAN.** The City Council has found and determined that this Amendment of the Development Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and the Creekview Specific Plan.
3. **AMENDMENT.** This Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. In the event of any conflict, the language of this Amendment shall be controlling in all events or circumstances. As amended hereby, the Development Agreement remains in full force and effect.
4. **FORM OF AMENDMENT.** This Amendment is executed in two duplicate originals, each of which is deemed to be an original.

**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation, has authorized of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 6151, adopted by the Council of the City of Roseville on the 6<sup>th</sup> day of November, 2019.


*[Signatures on the following page]*

**CITY:**

CITY OF ROSEVILLE,  
a municipal corporation

BY:   
DOMINICK CASEY  
City Manager

**ATTEST:**

BY:   
SONIA OROZCO  
City Clerk

**APPROVED AS TO FORM:**

BY:   
ROBERT R. SCHMITT  
City Attorney

**APPROVED AS TO SUBSTANCE:**

BY:   
MIKE ISOM  
Development Services Director

**DEVELOPER:**

ANTHEM UNITED CREEKVIEW DEVELOPMENTS  
LIMITED PARTNERSHIP,  
a Washington limited partnership

By: ANTHEM UNITED CREEKVIEW MANAGEMENT, LLC  
a Washington limited liability company  
Its General Partner

By:   
Brian Moore  
Its: Manager

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of PLACER )

On September 18, 2019 before me, Renee C. Kelty, Notary Public )  
Date Here Insert Name and Title of the Officer

personally appeared Brian Moore )  
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

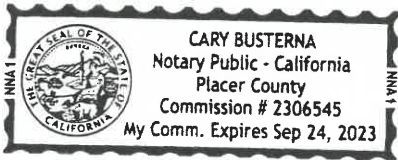
State of California

County of Placer }

On 12-9-19 before me, Cary Busterna, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Dominick Casey  
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cary Busterna  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

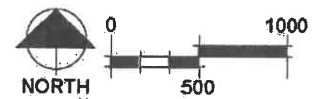
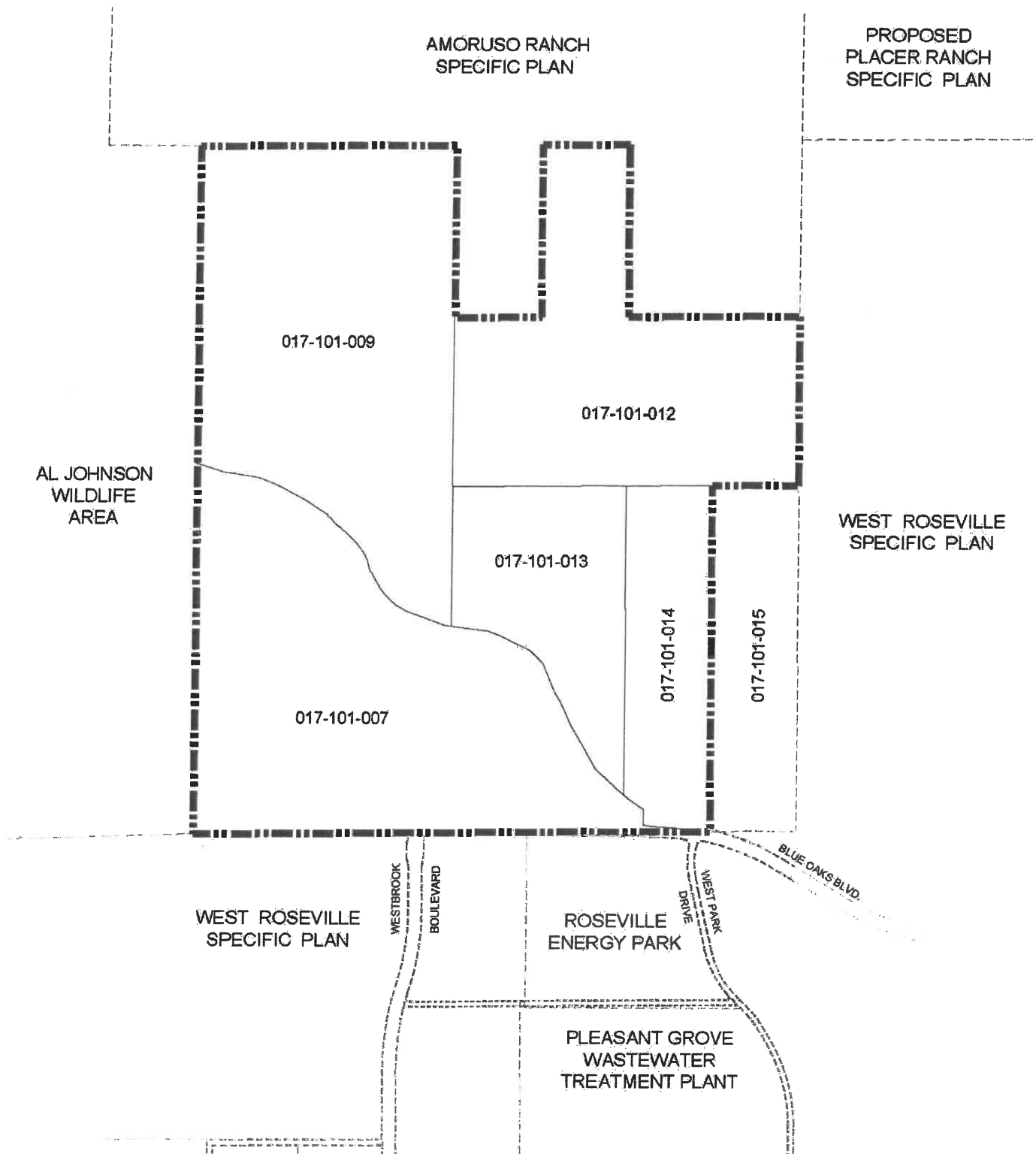
Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

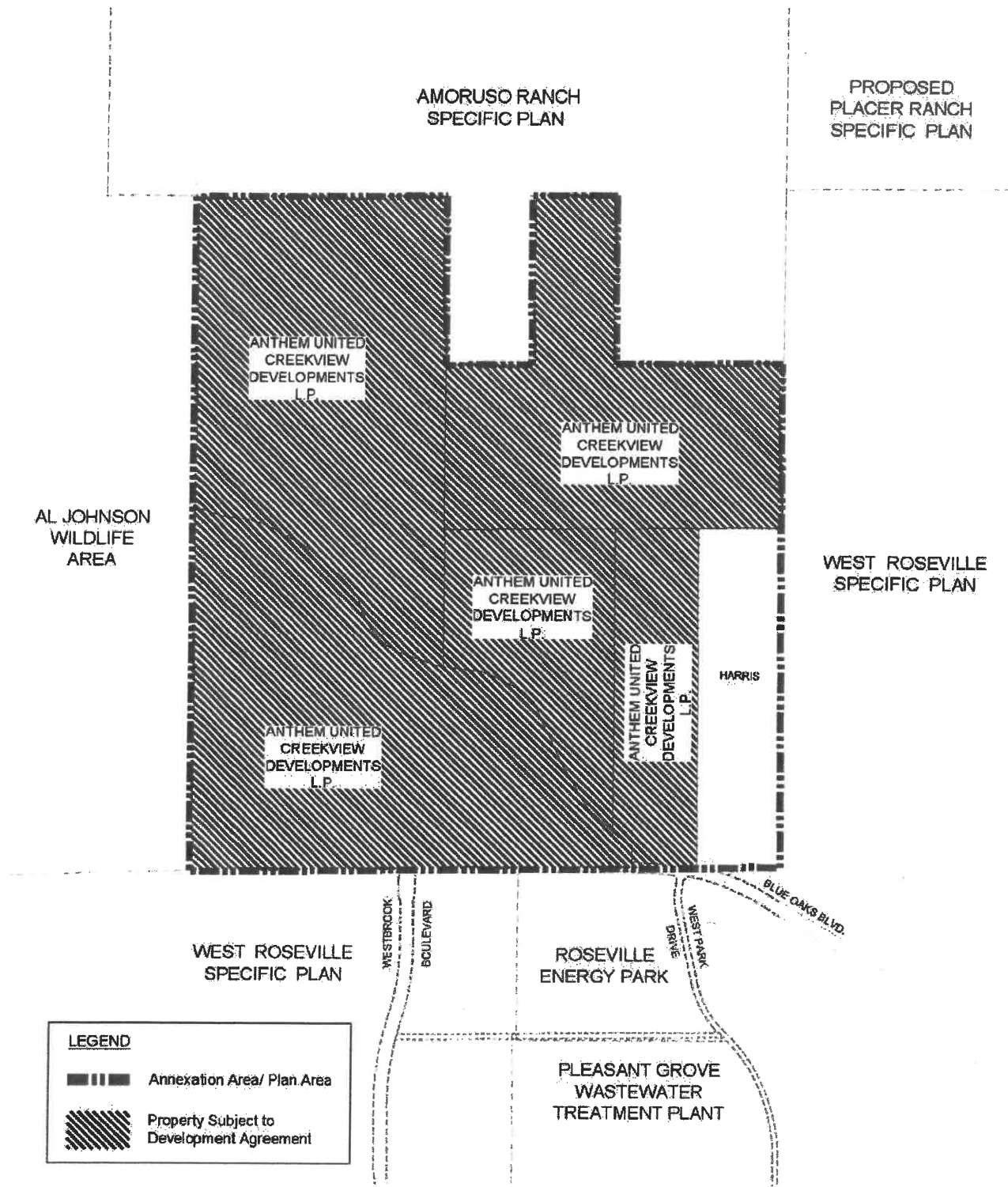
Signer is Representing: \_\_\_\_\_

# Exhibit B Property Map





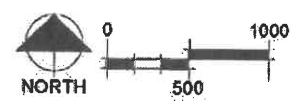
# Exhibit C

## Annexation Area/Plan Area

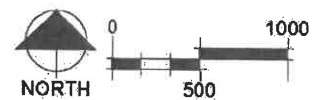
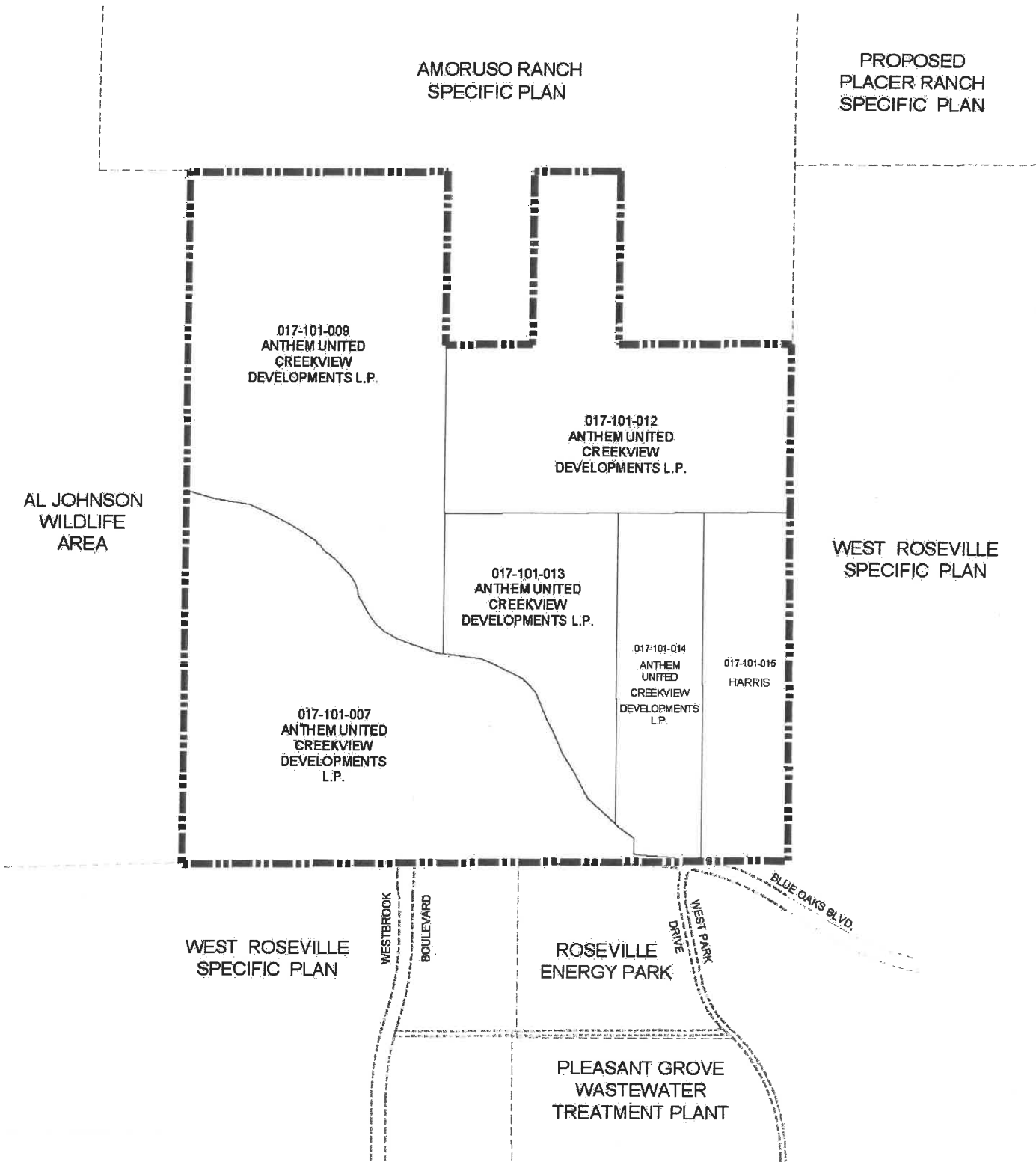


**LEGEND**

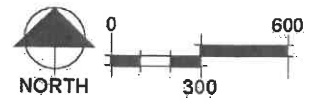
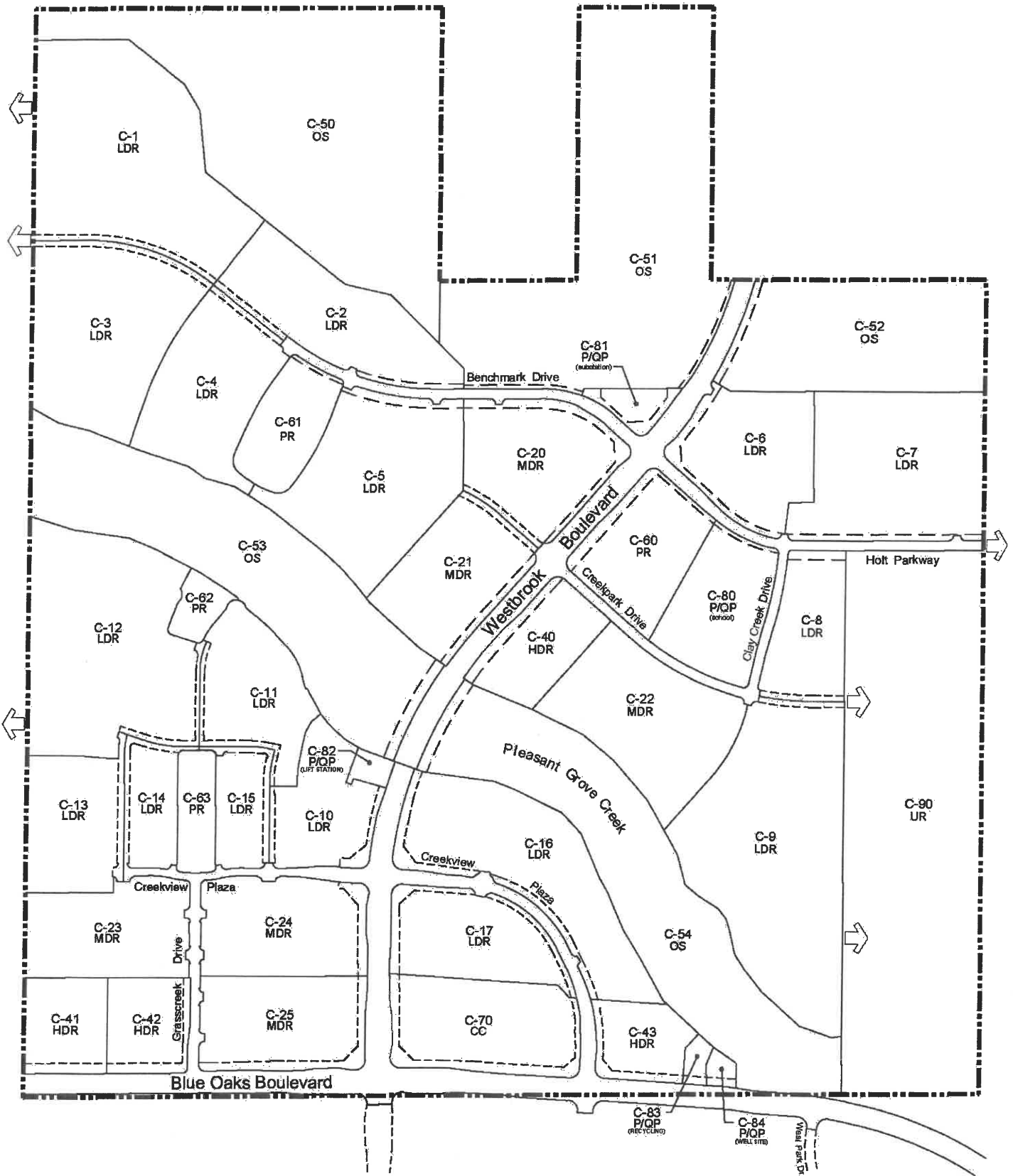
-  Annexation Area/ Plan Area
-  Property Subject to Development Agreement



# Exhibit D Landowners

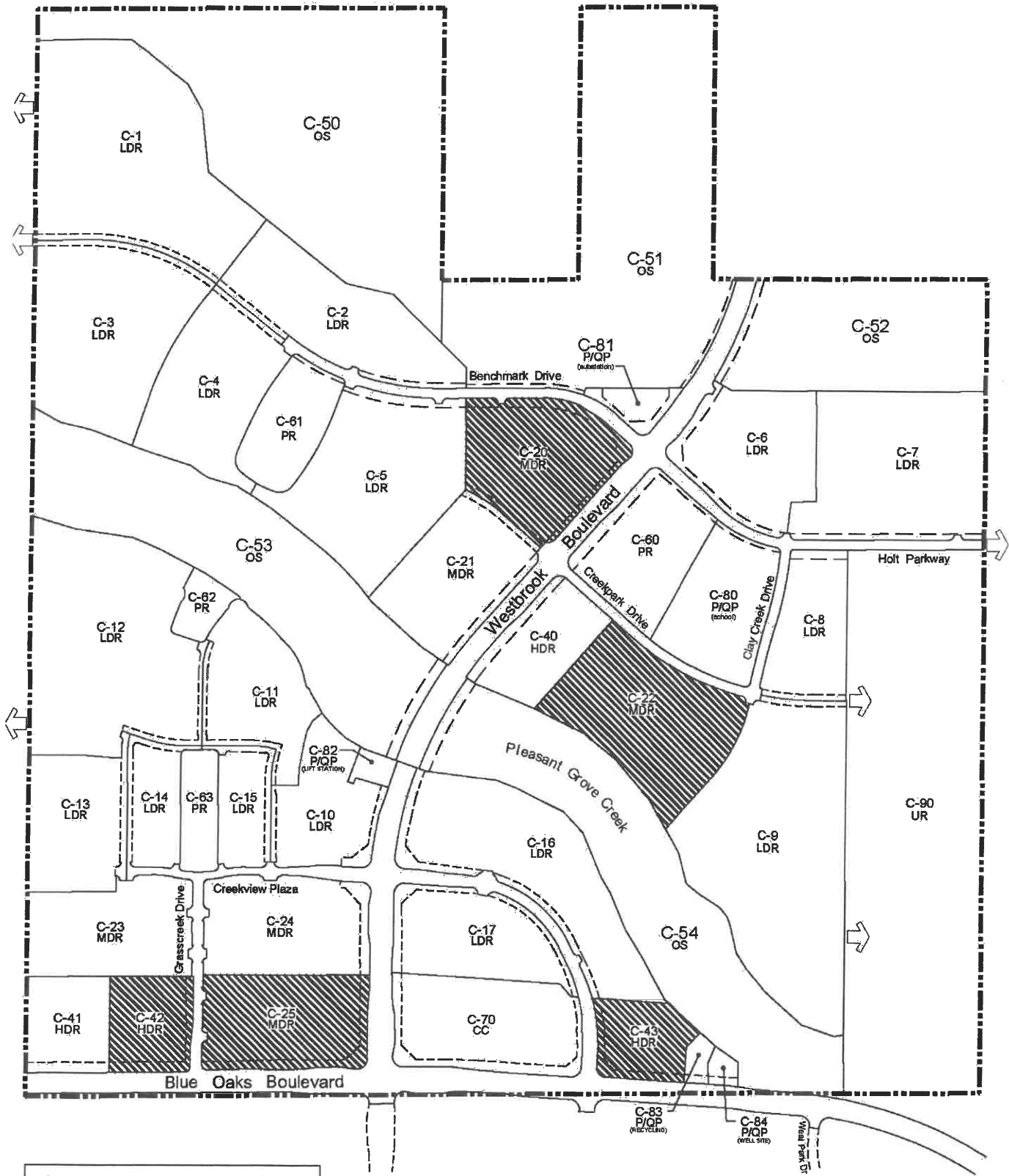


# Exhibit E Land Use Plan





# Exhibit F


## Affordable Housing Sites



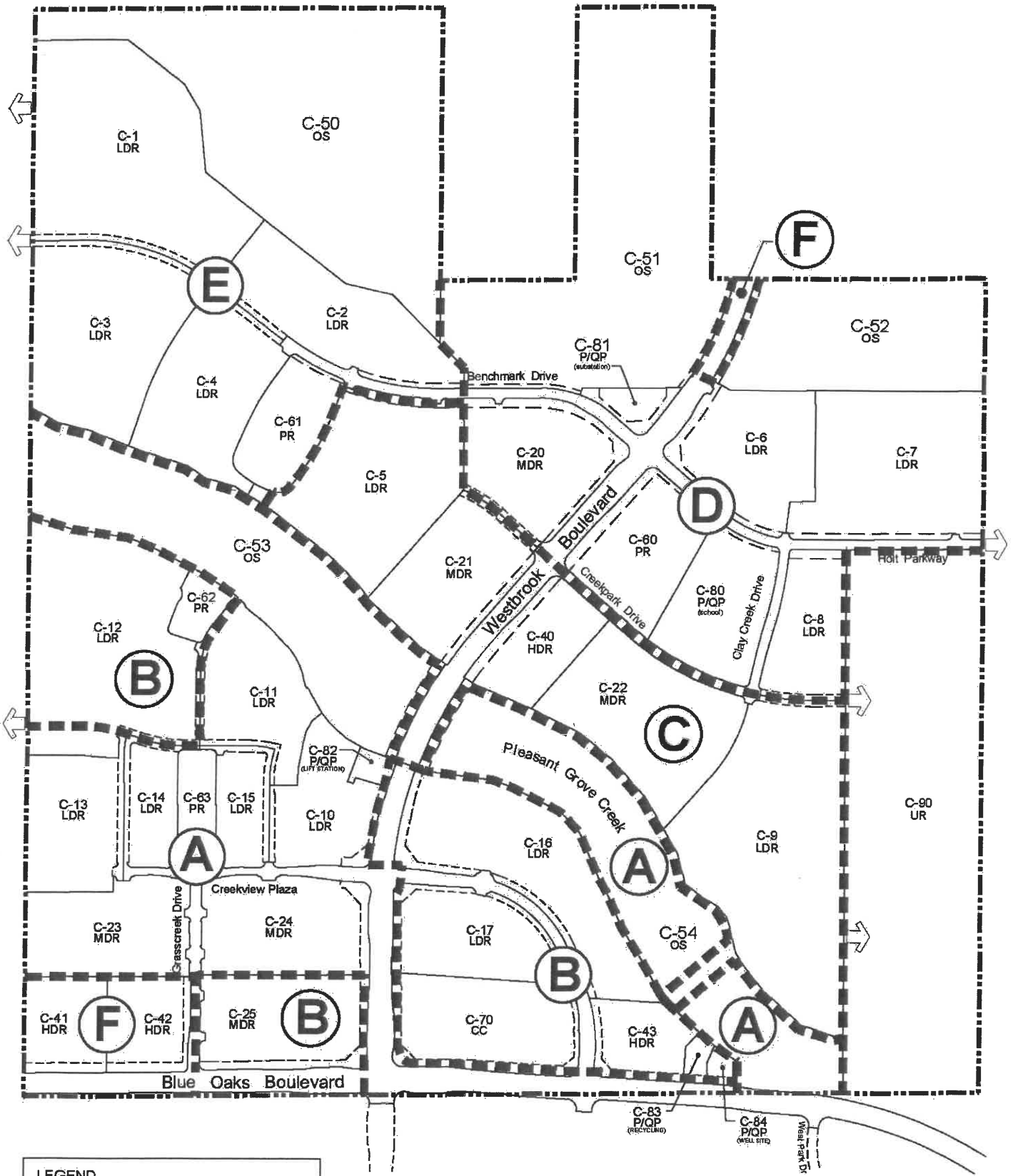
**LEGEND**

 Affordable Housing Sites

 NORTH

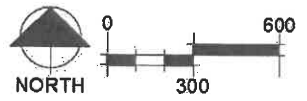


# Exhibit G Phasing Plan



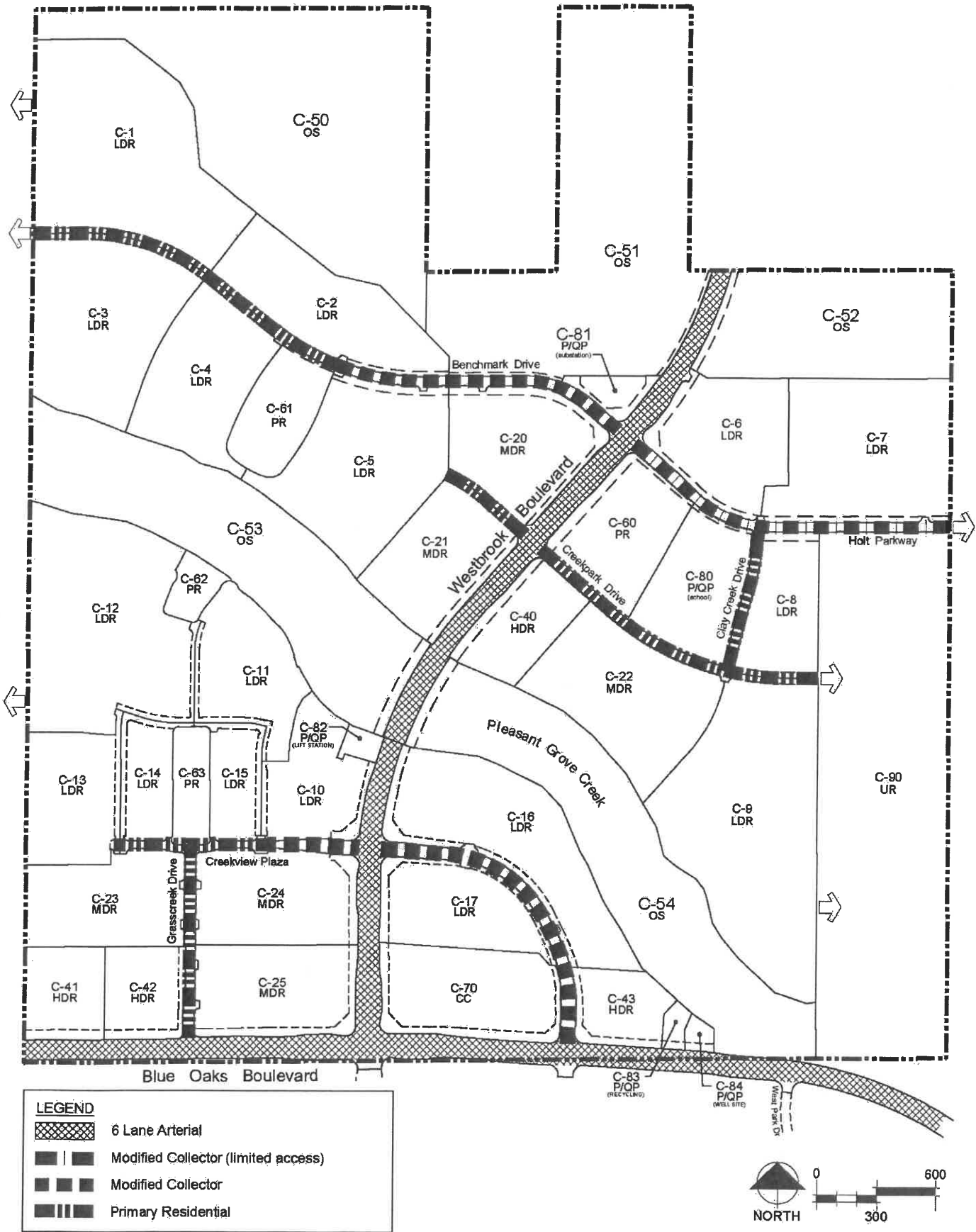
**LEGEND**

- (A)** Major Phases
- Phasing Boundaries



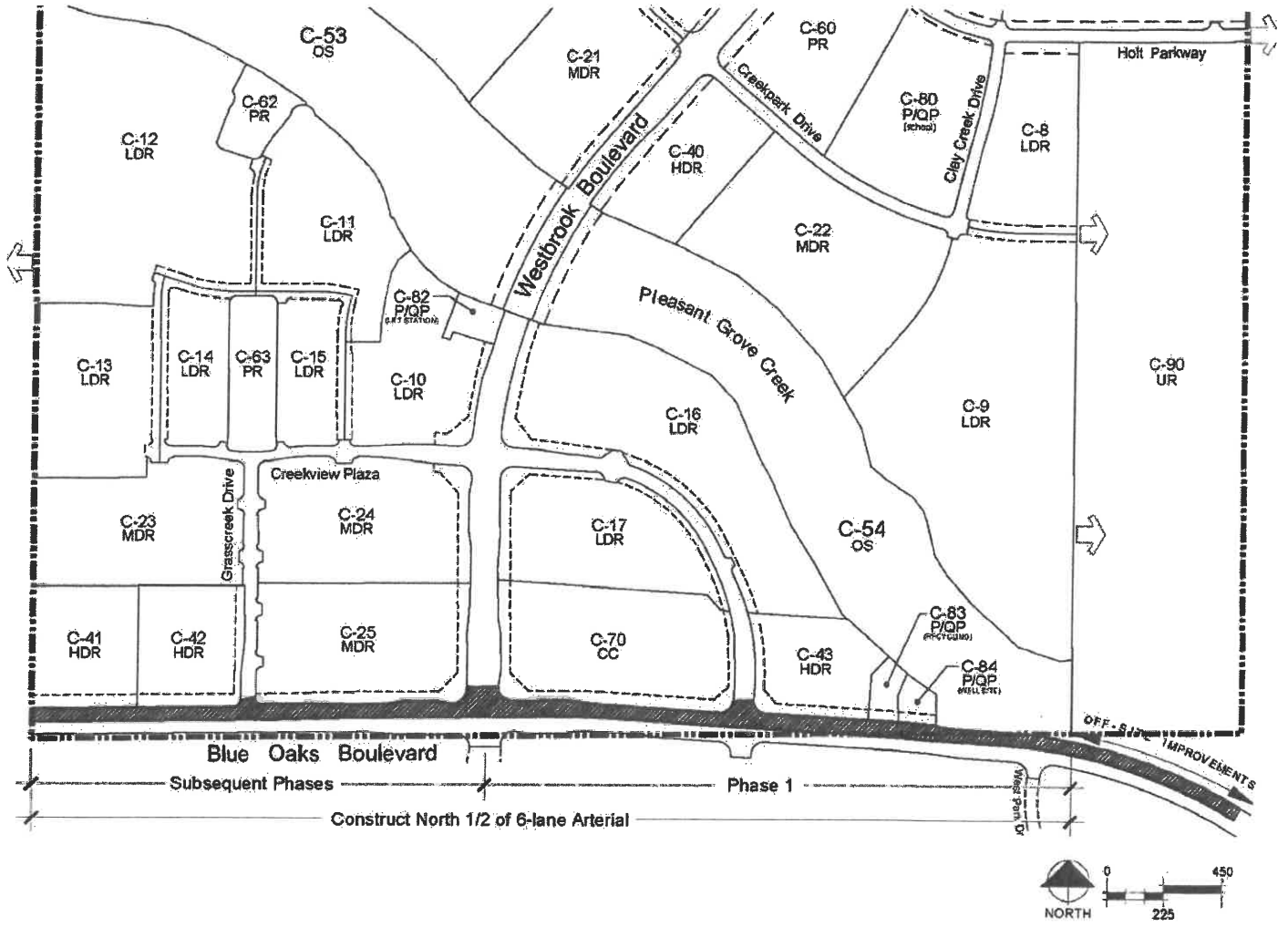
# Exhibit H

## Road Improvements

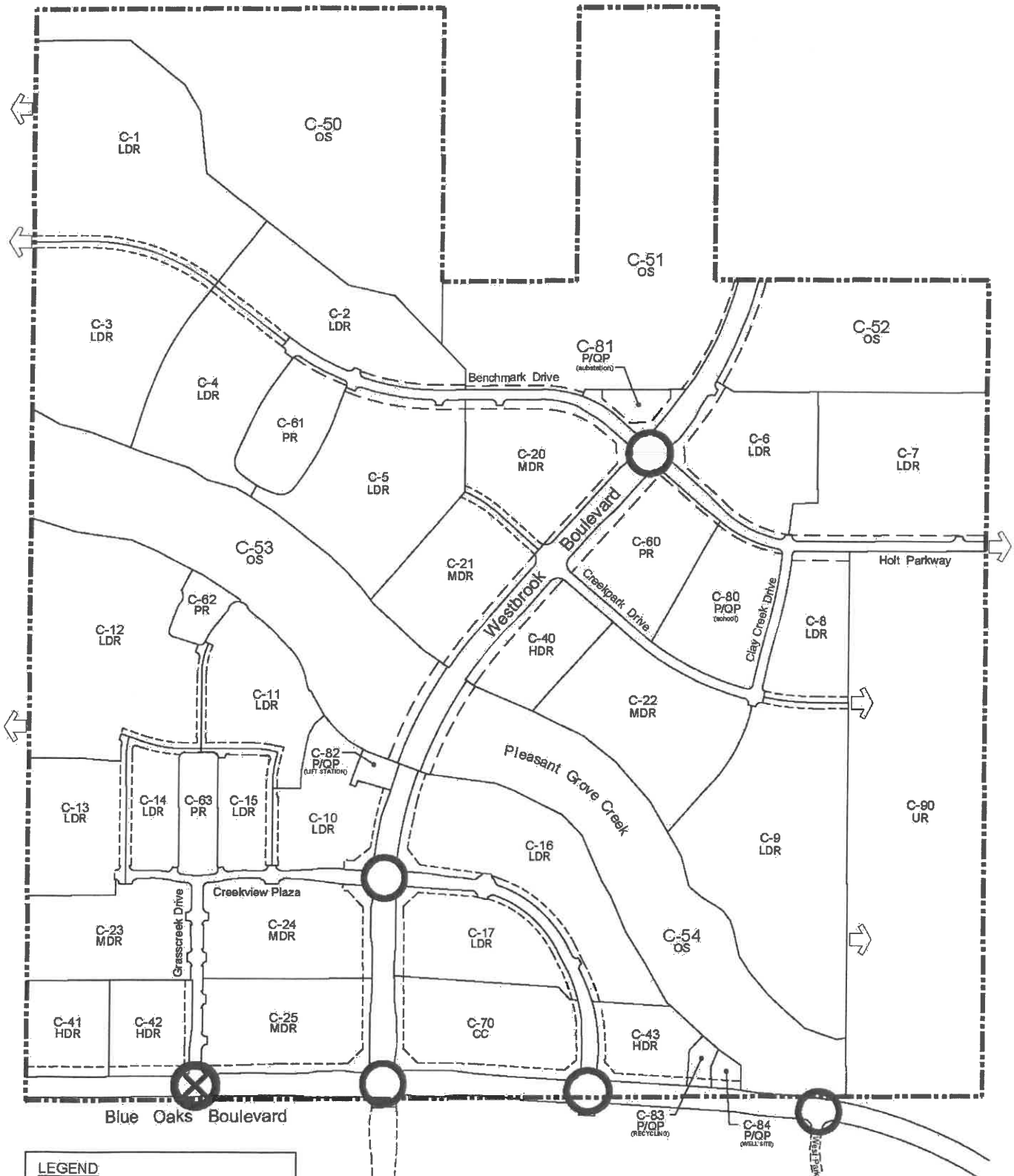


# Exhibit I

## Blue Oaks Boulevard Construction Obligations

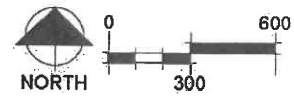


# Exhibit K Traffic Signals



**LEGEND**

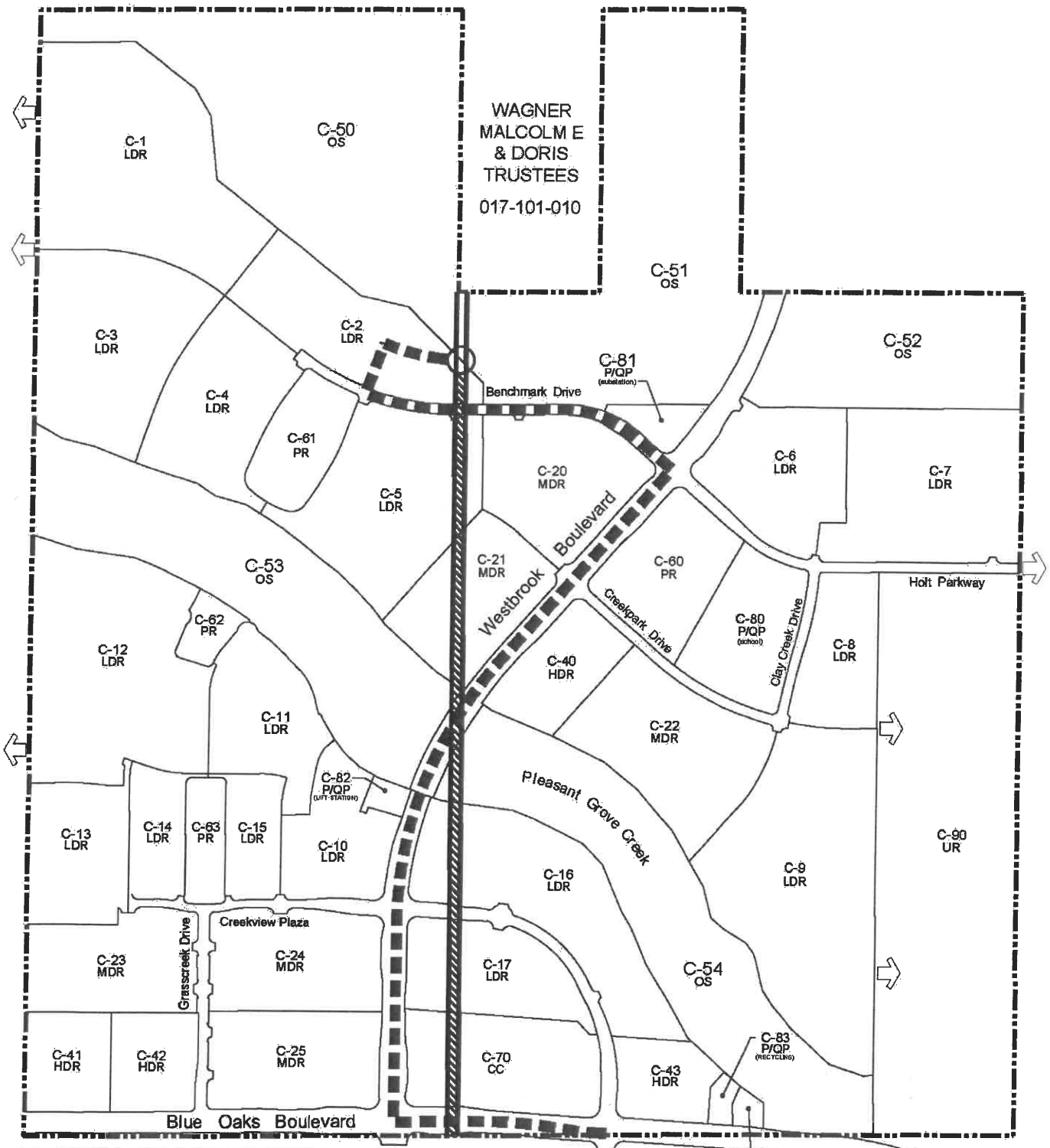
-  Traffic Signals
-  Potential Future Signals







# Exhibit L

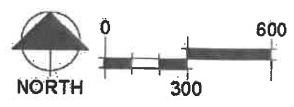
## Wagner Property Access

WAGNER  
MALCOLM E  
& DORIS  
TRUSTEES  
017-101-010

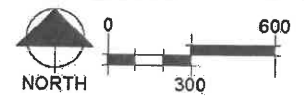
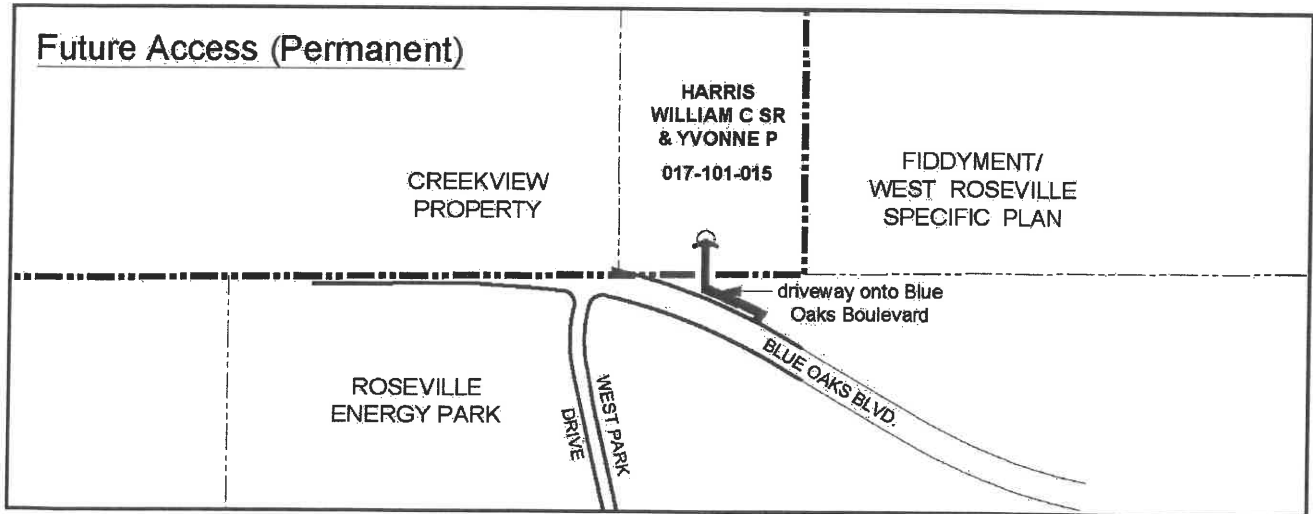
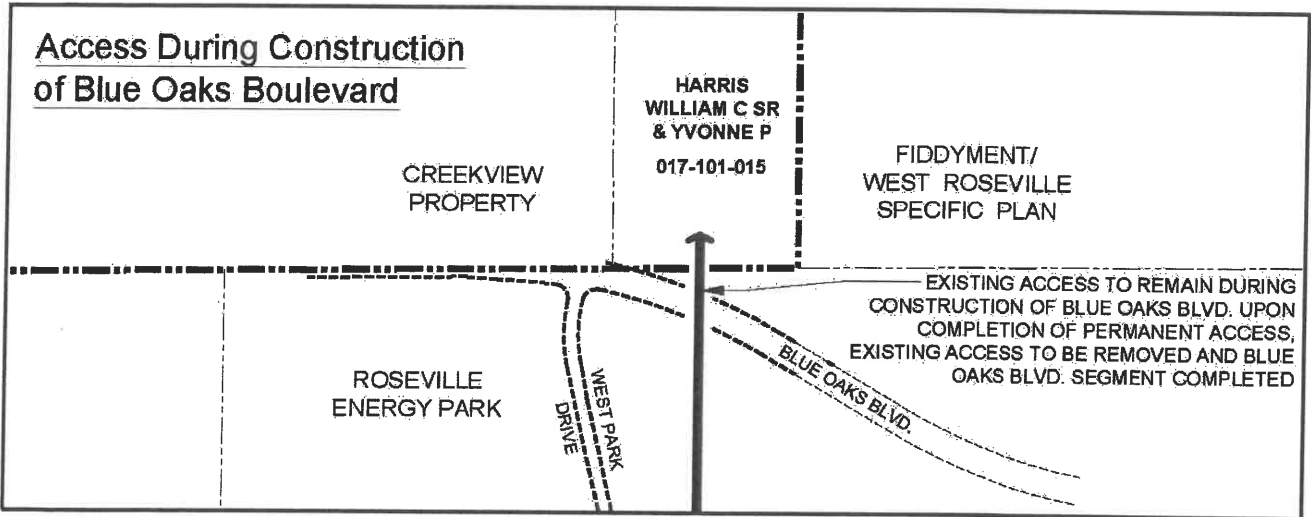
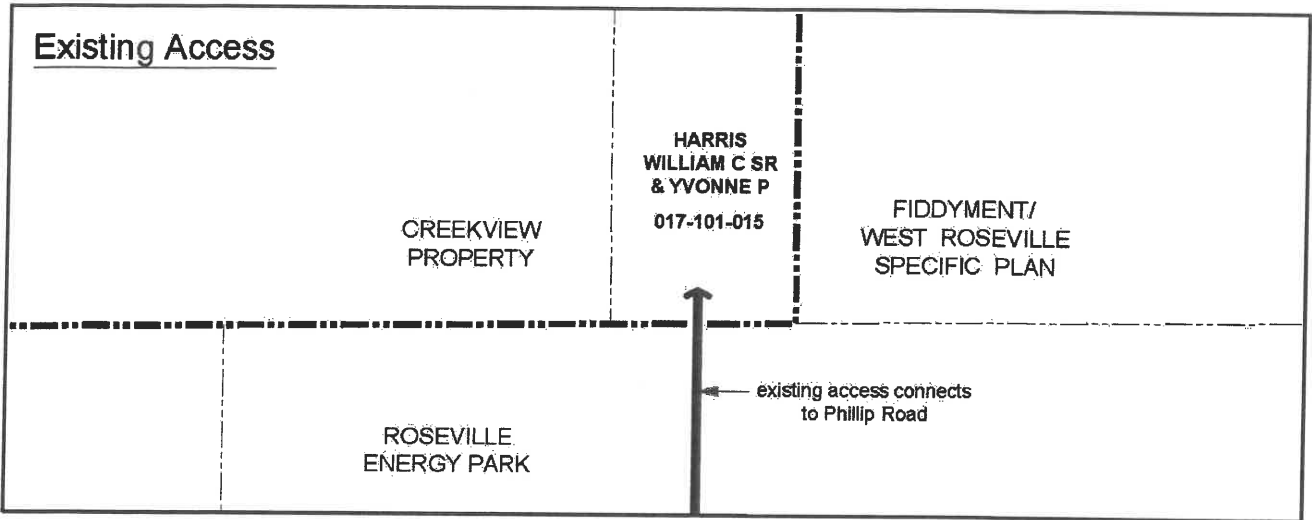


**LEGEND**

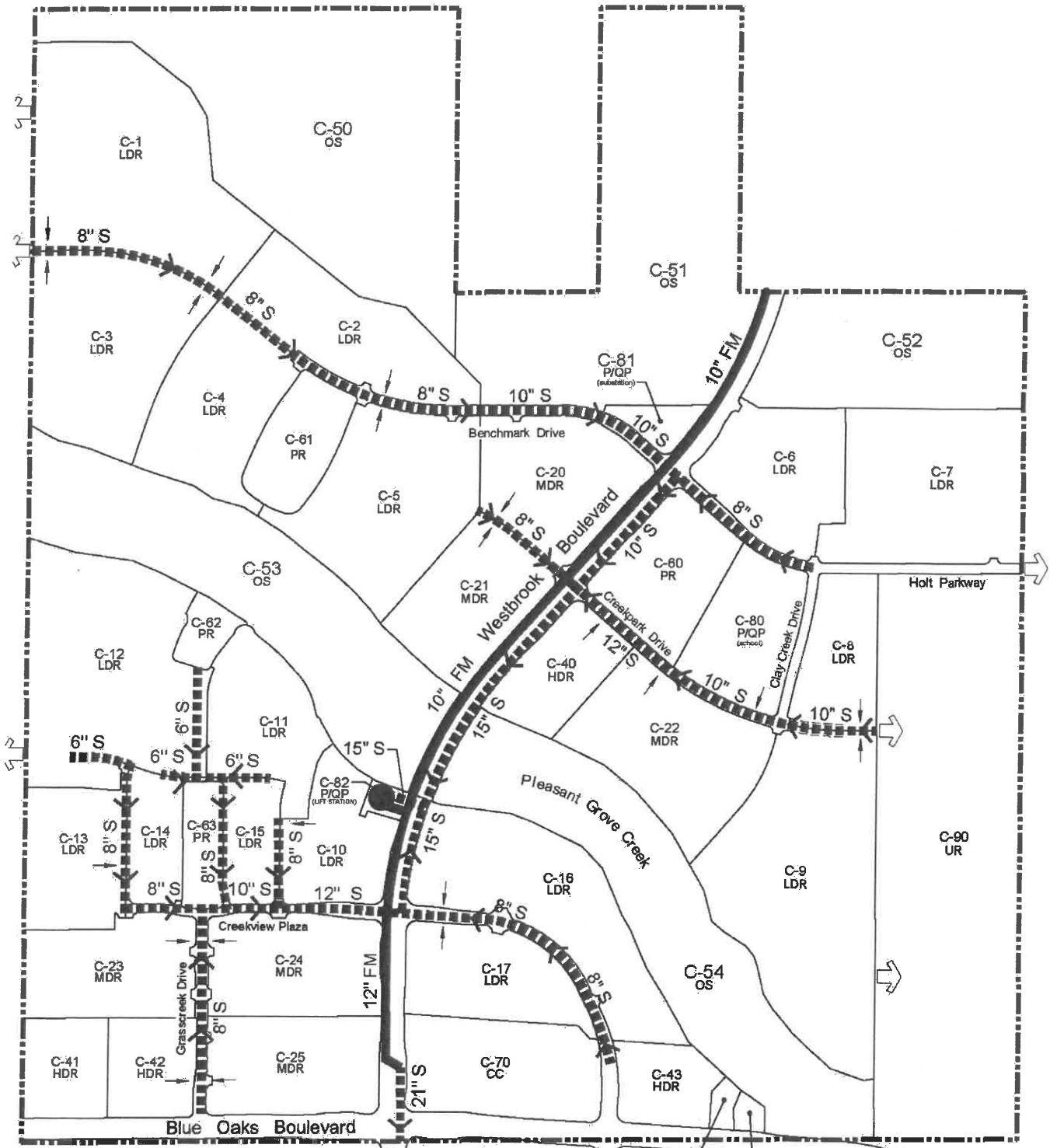
-  Existing 30' Exclusive Easement for Ingress, Egress, and Utility Purposes
-  Portion of Easement No Longer Needed Subsequent to Residential Street Connection
-  Ultimate Future Point of Connection to Residential Street
-  Access Route



**Exhibit M**  
**Harris Property Access**



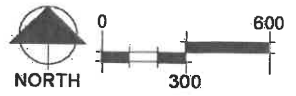
# Exhibit N Wastewater Facilities



**LEGEND**

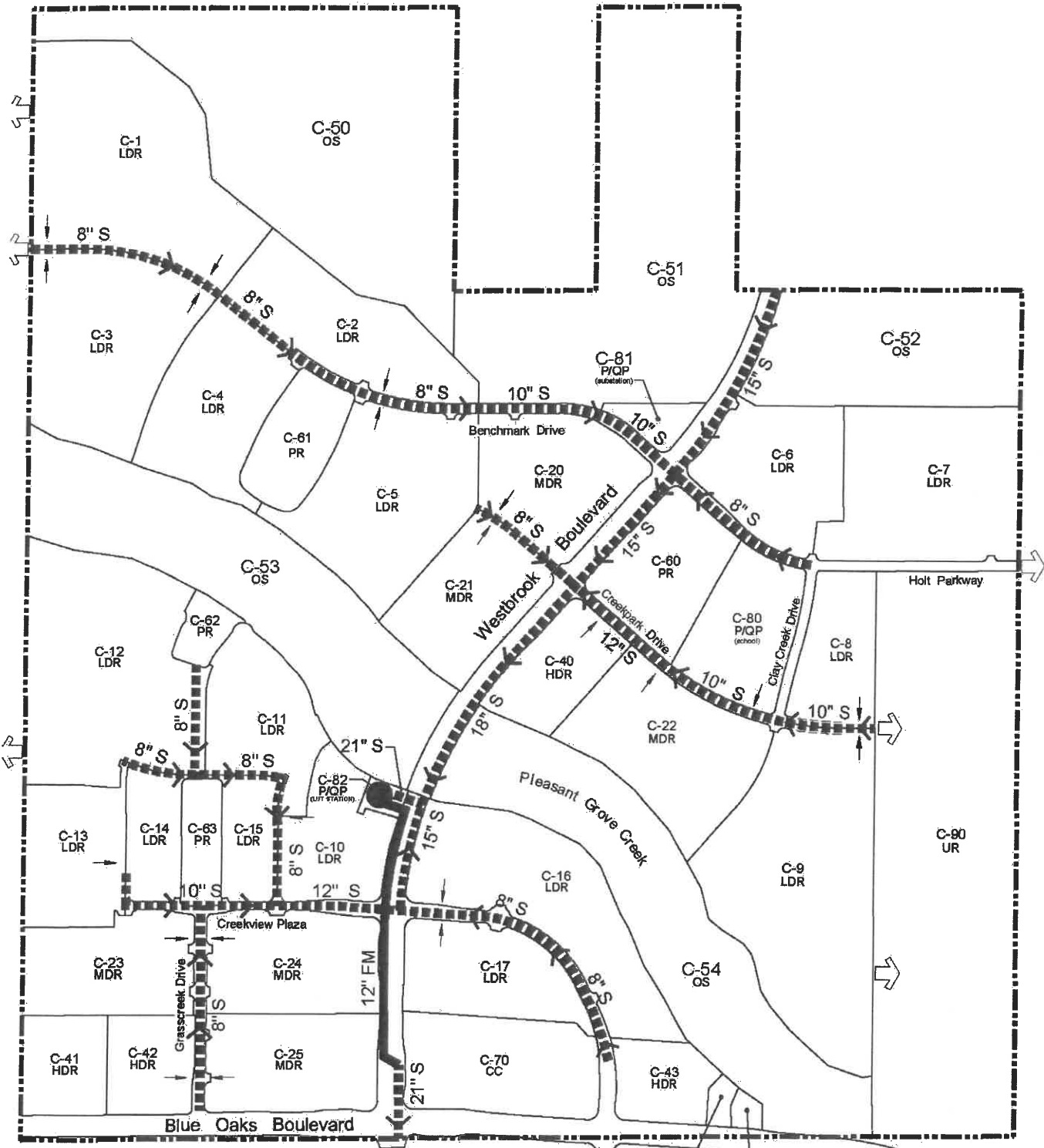
- Sewer Force Main
- Sewer Trunk Line
- Sewer Lift Station
- Shed Flow Direction

Notes:  
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.  
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.







# Exhibit O

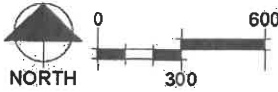
## Wastewater Facilities – Alternate Design



**LEGEND**

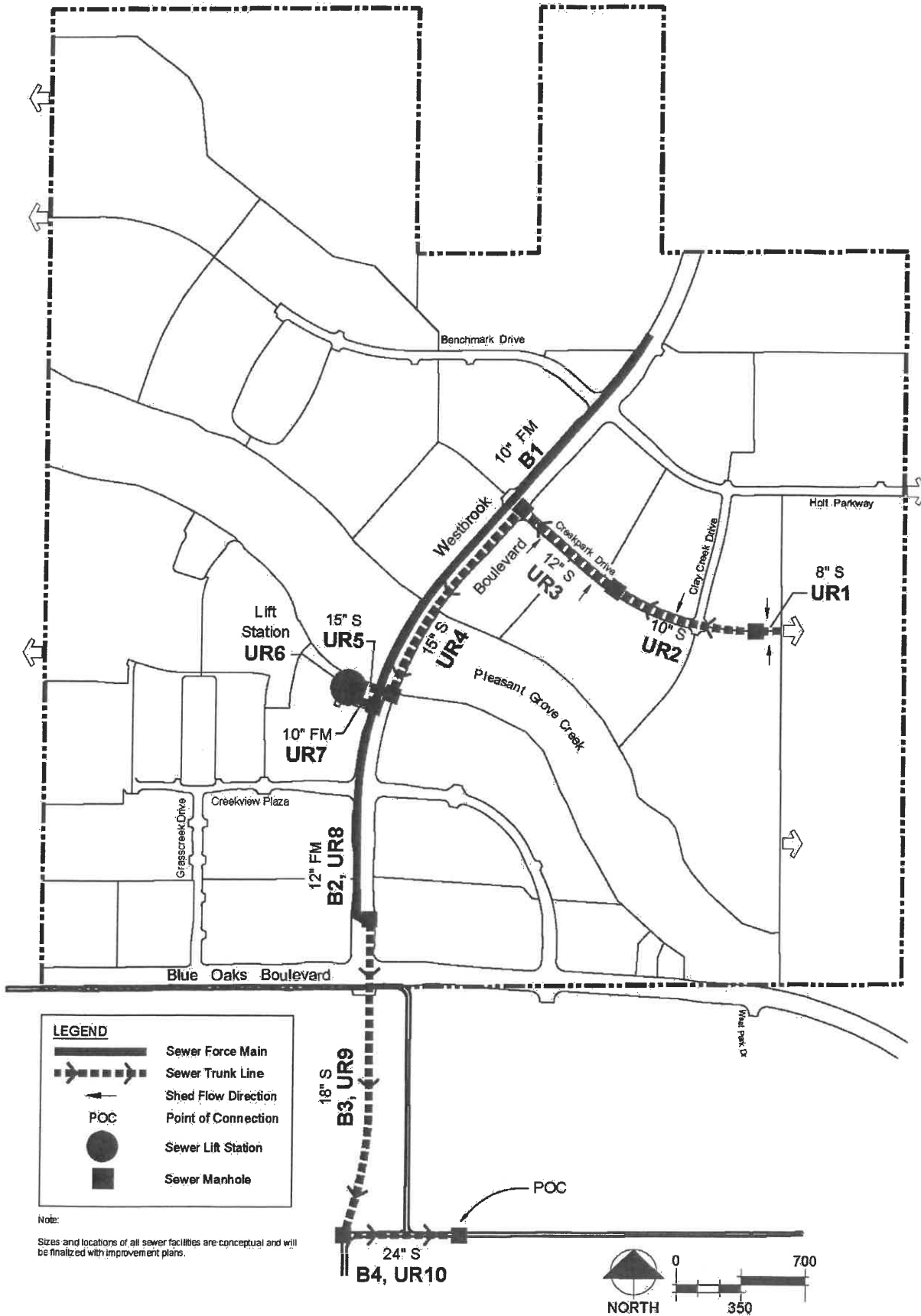
-  Sewer Force Main
-  Sewer Trunk Line
-  Sewer Lift Station
-  Shed Flow Direction

Notes:  
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.  
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.



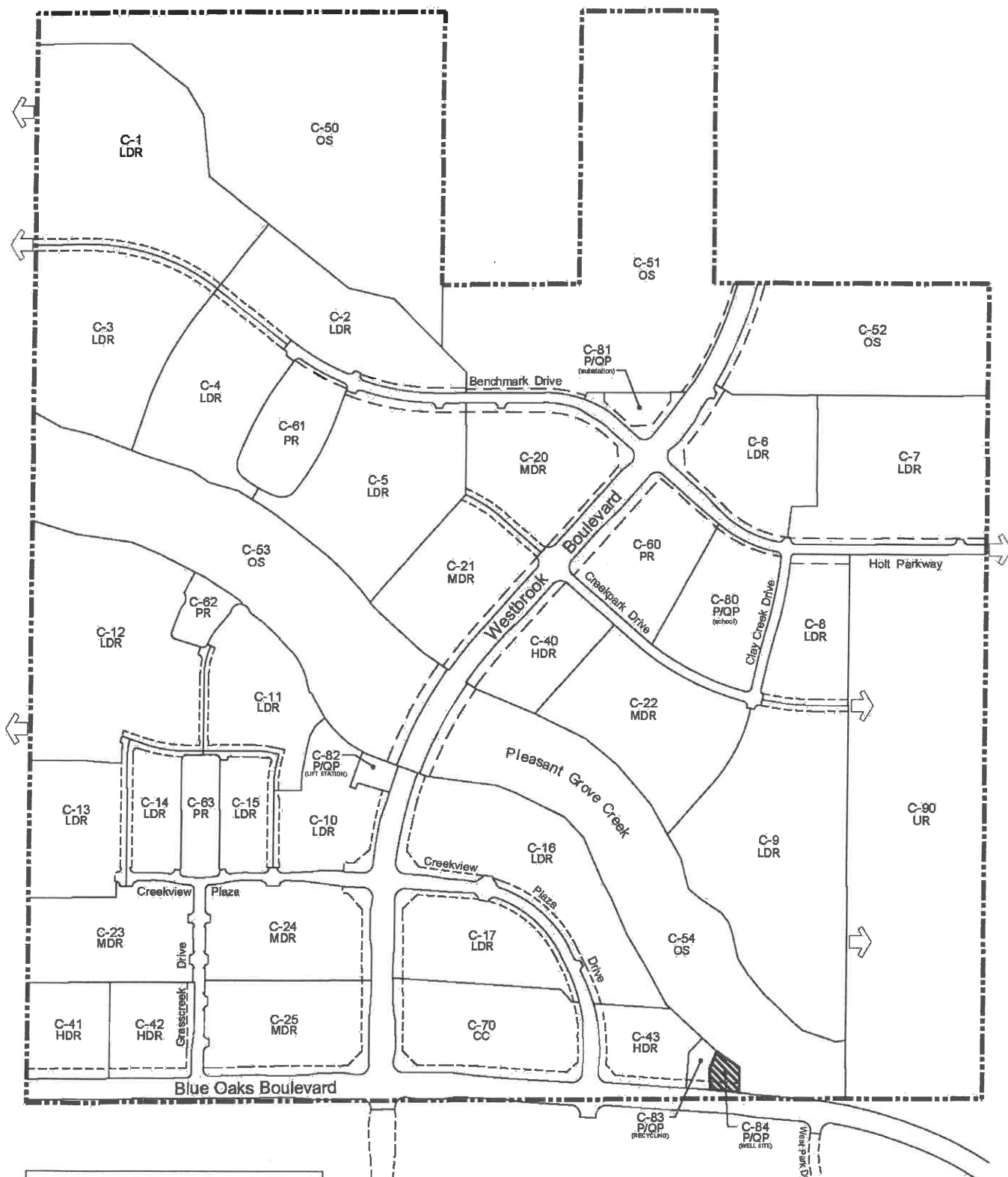
# Exhibit P

## Wastewater Facilities for Reimbursement



# Exhibit R

## Groundwater Well



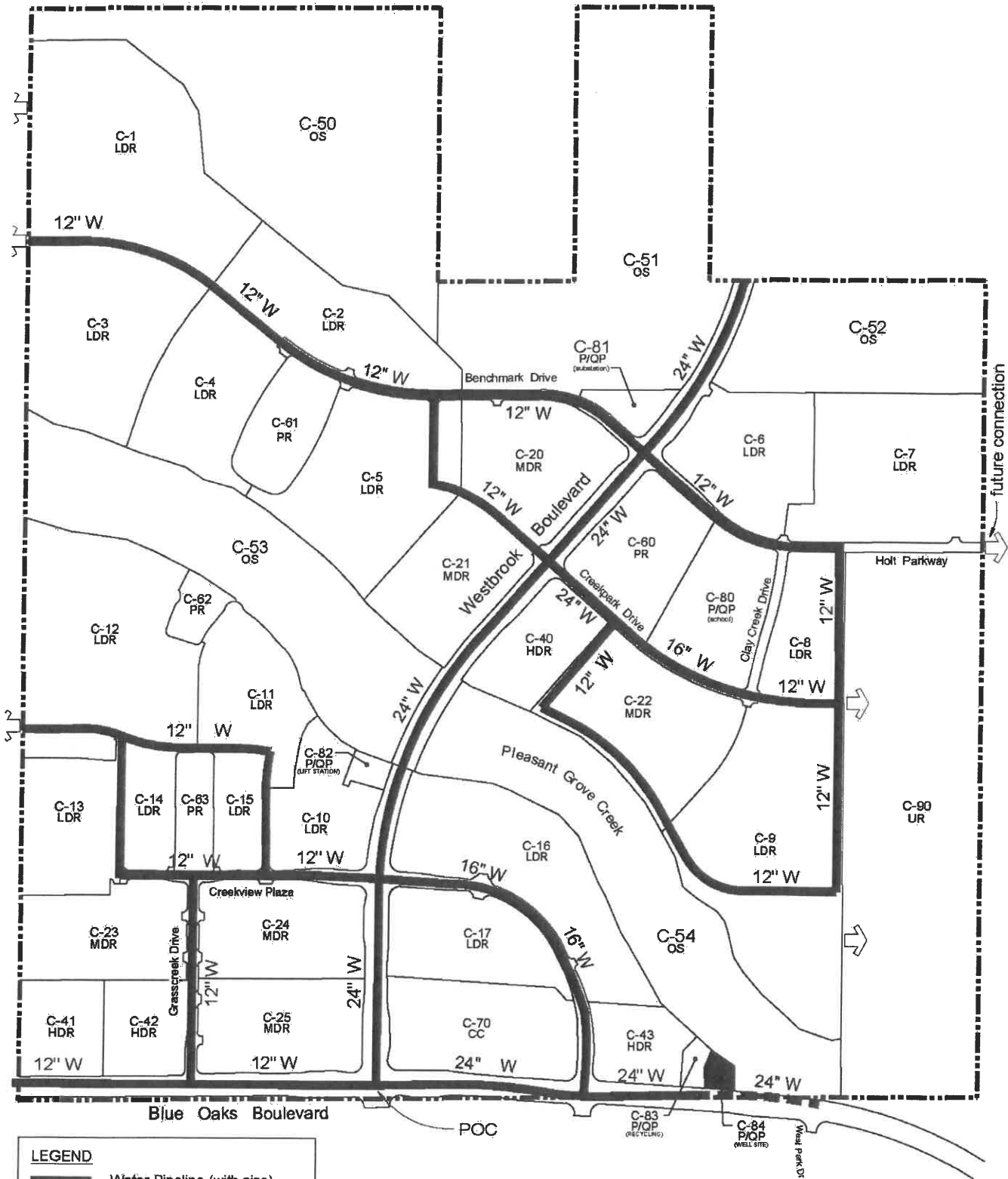
**LEGEND**

 Groundwater Well Site

 NORTH

0 300 600

# Exhibit T Water Facilities



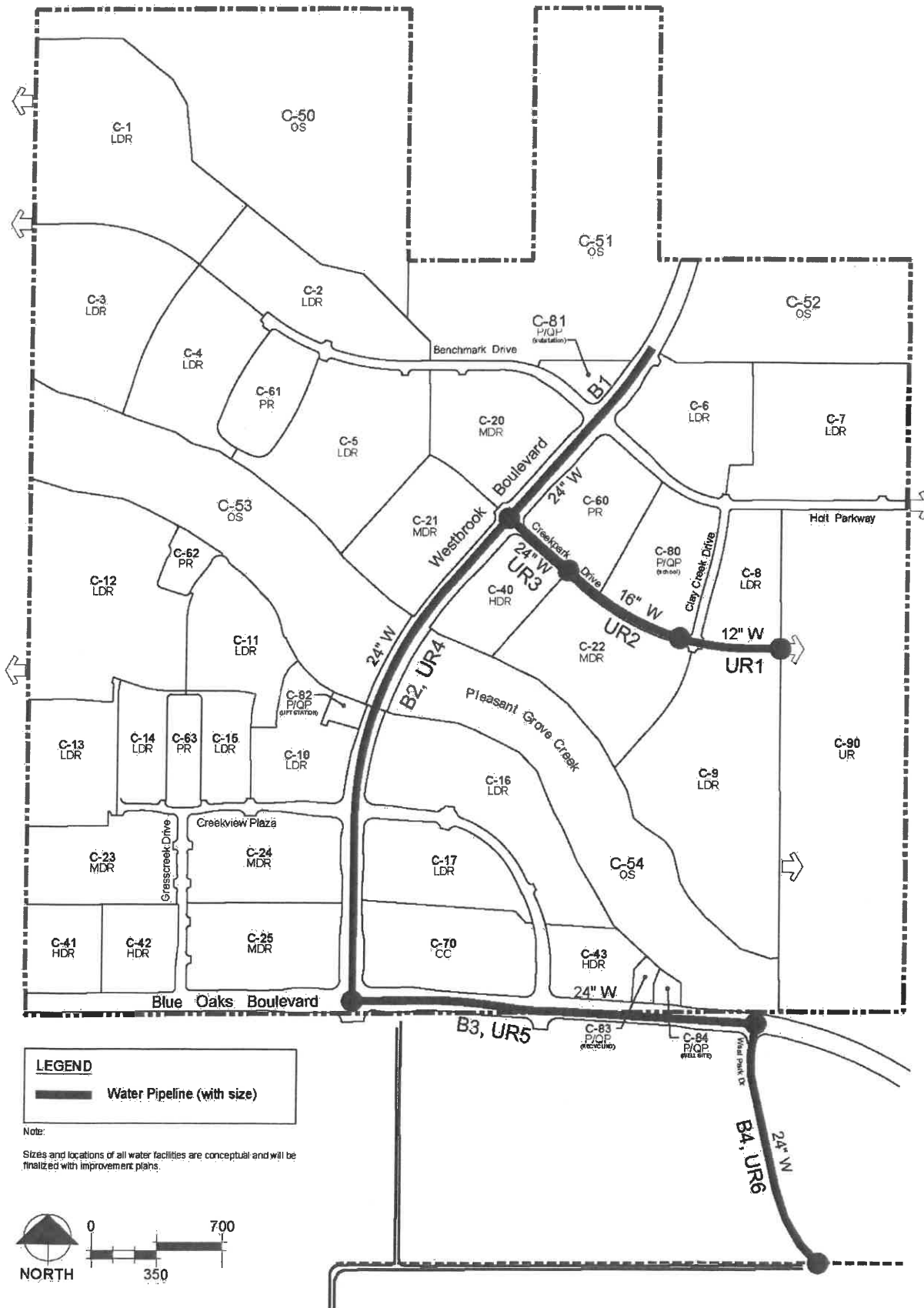
LEGEND	
	Water Pipeline (with size)
	Existing Water Pipeline
	Groundwater Well Site
	POC Point of Connection

Notes:  
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.  
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.

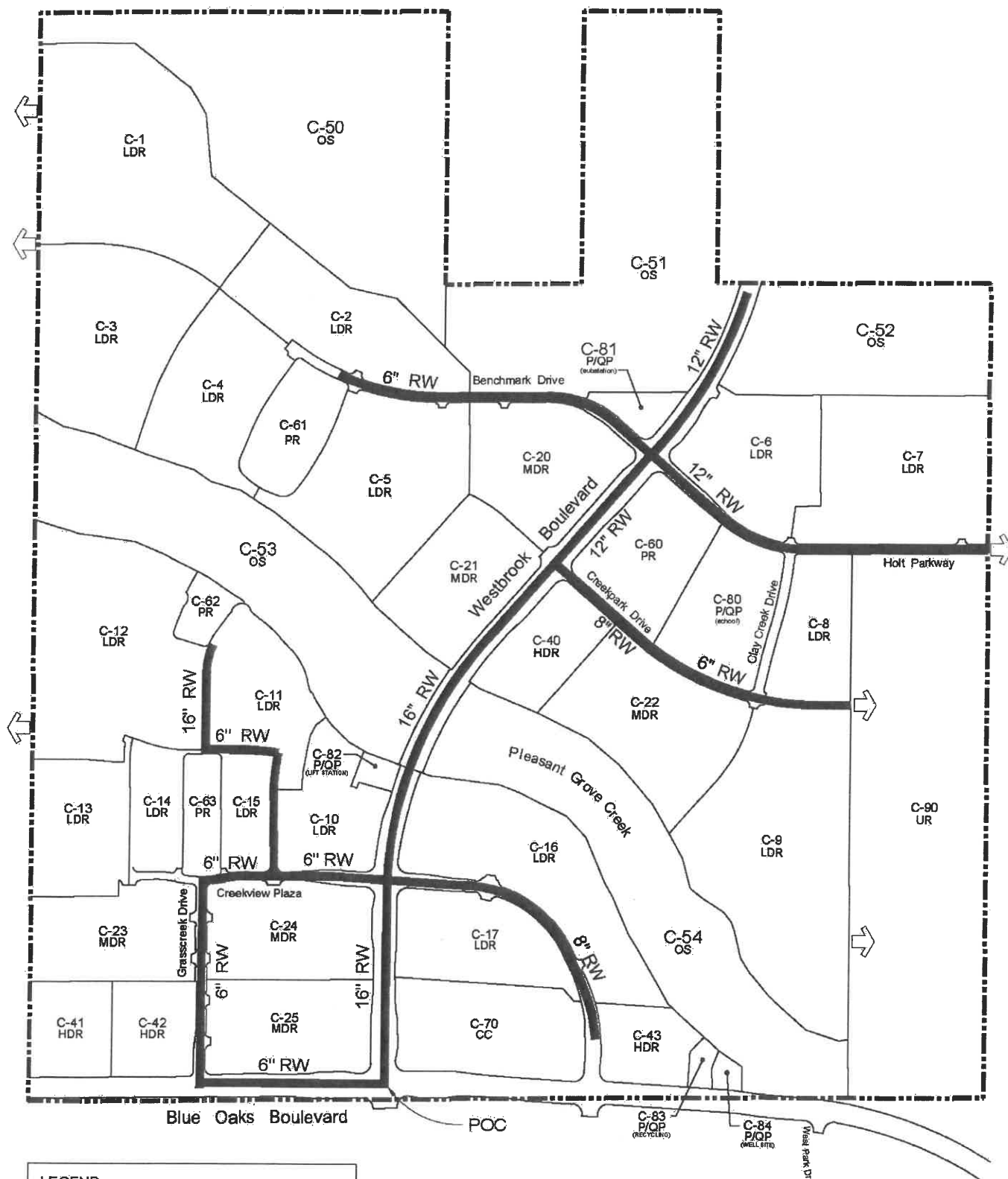


# Exhibit U

## Water Facilities for Reimbursement

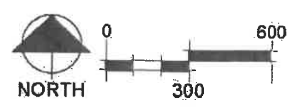


# Exhibit W Recycled Water Facilities



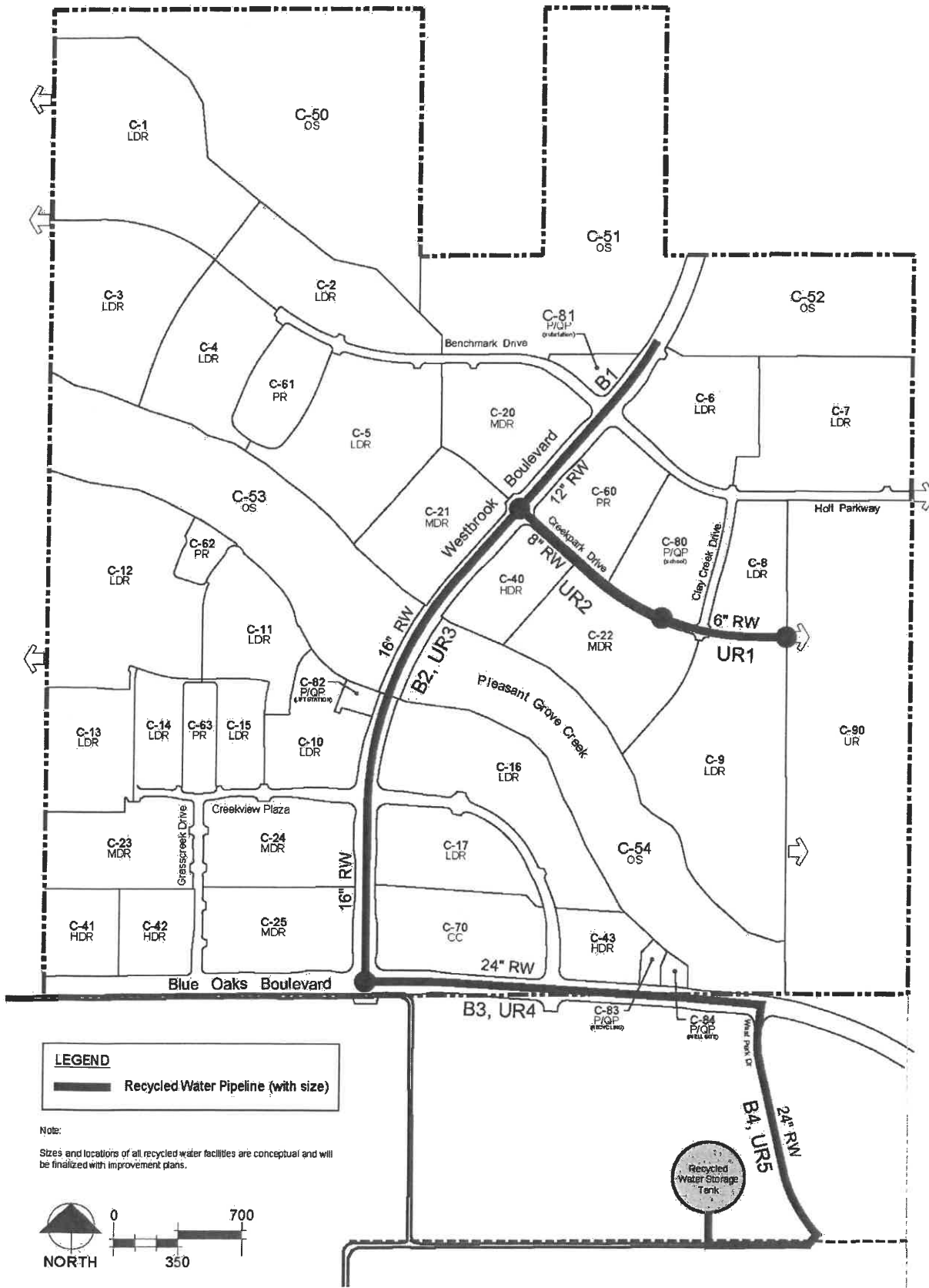
LEGEND	
	Recycled Water Pipeline (with size)
	POC Point of Connection

Notes:  
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.  
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.

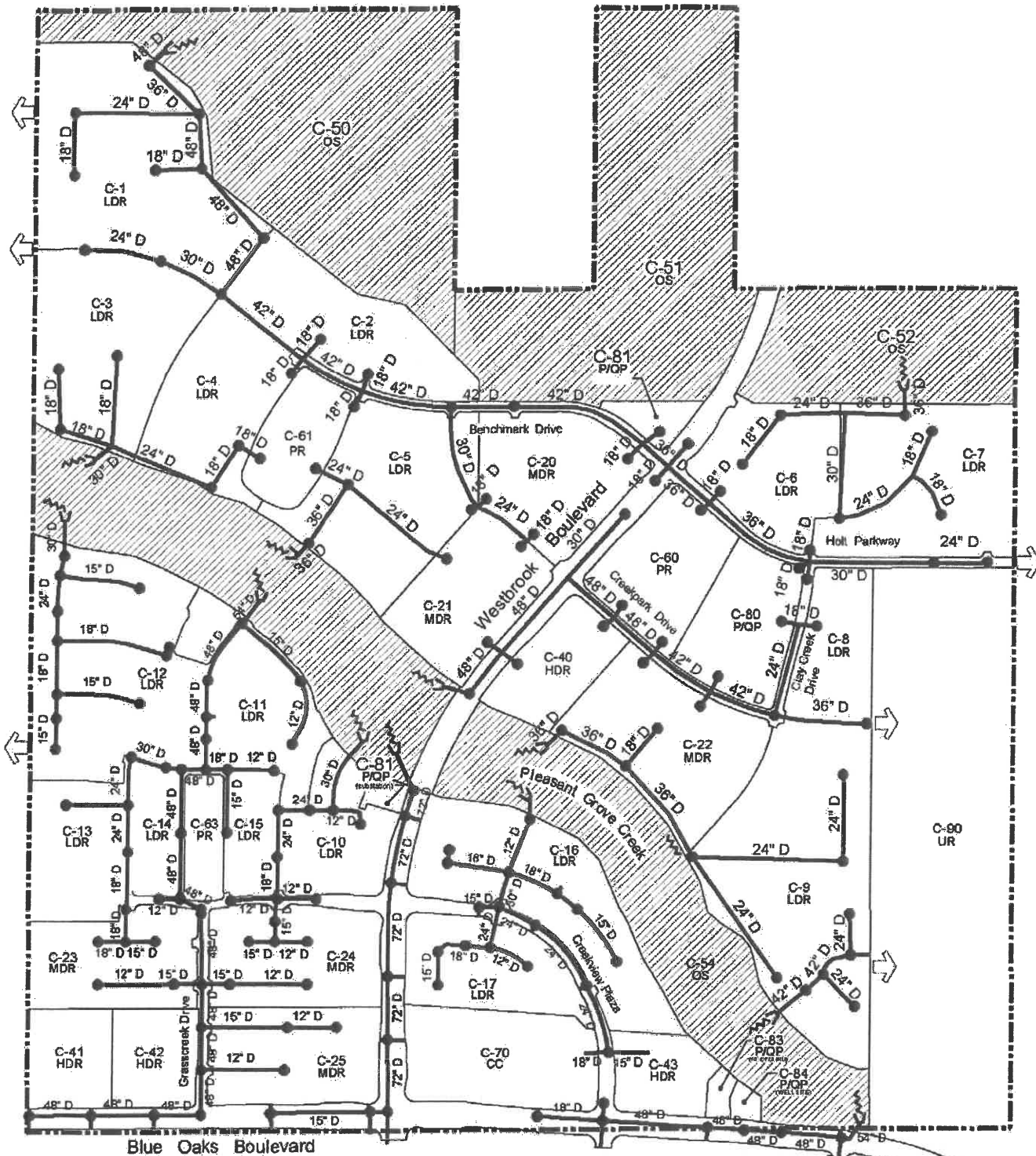


# Exhibit X

## Recycled Water Facilities for Reimbursement



# Exhibit Z Drainage Facilities



**LEGEND**

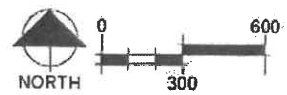
- Storm Drain Pipeline (with size)
- Storm Drain Outfall
- Open Space
- Bioswale (conceptual locations)

**Notes:**

Open Space boundaries contain the limits of the post-development design 100 year floodplain

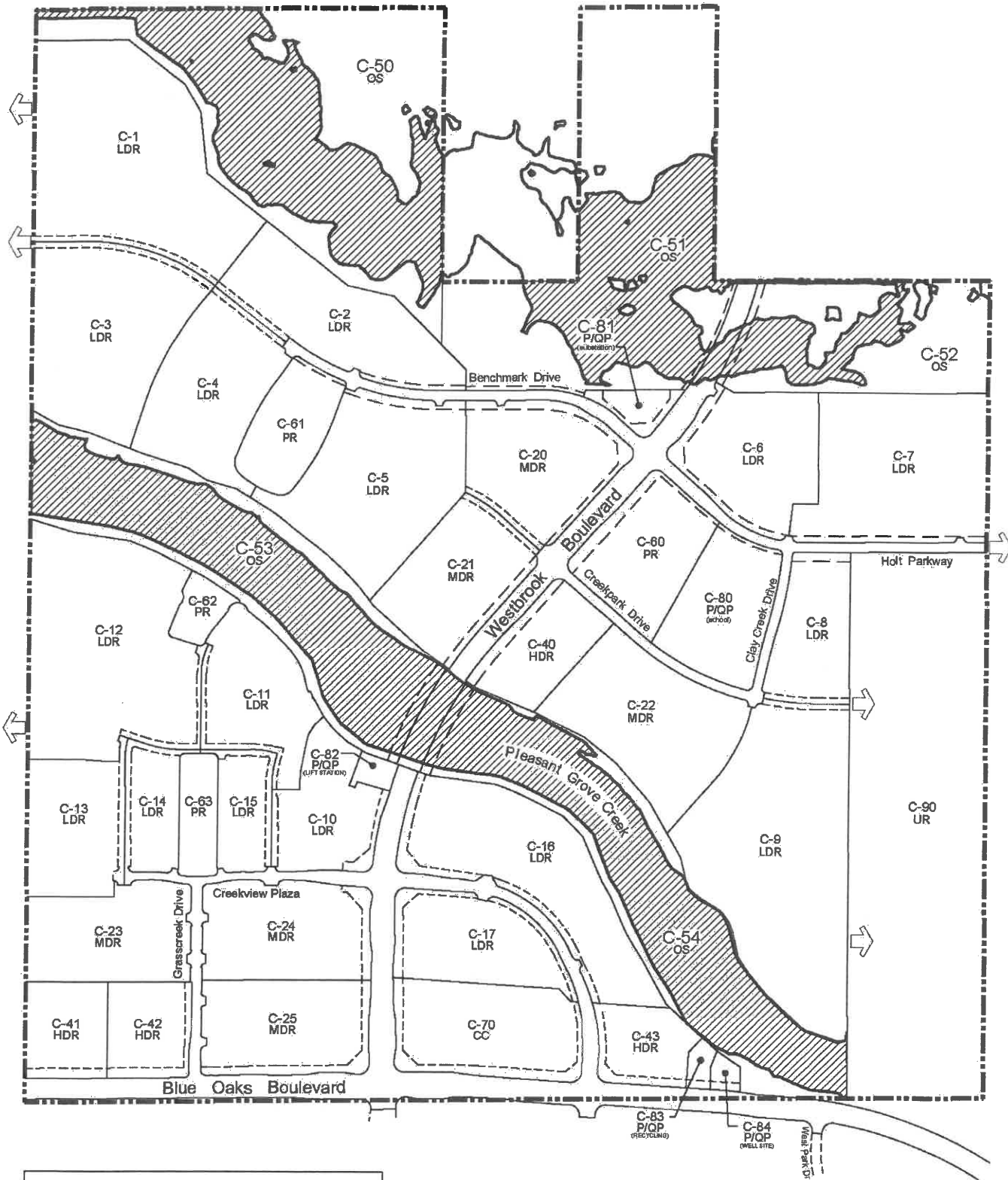
Sizes and locations of all utilities are conceptual and will be finalized with improvement plans

This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.



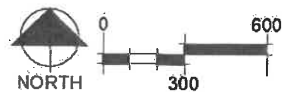
# Exhibit AA

## Post Development 100 Year Floodplain



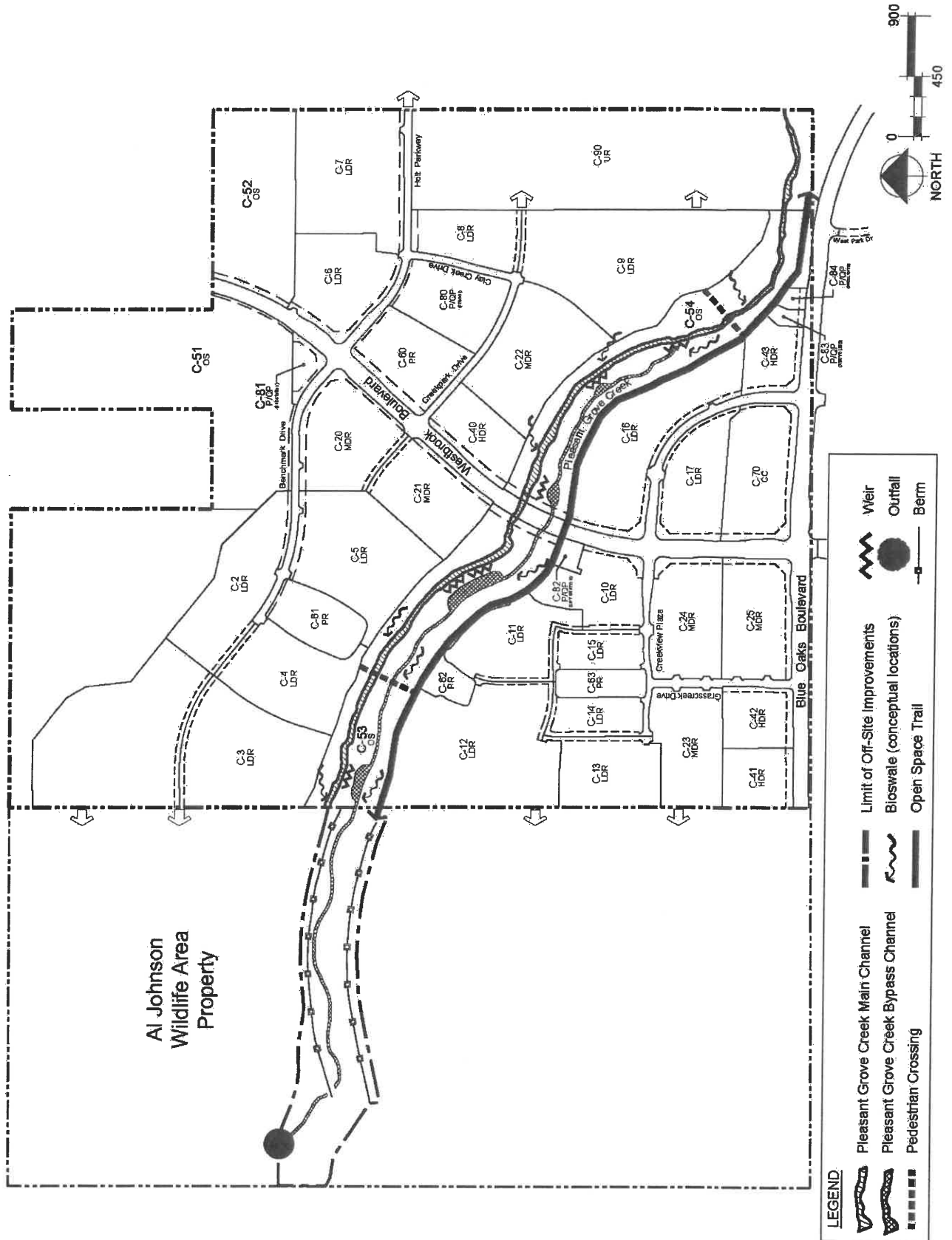
**LEGEND**

 Post Development 100 Year Floodplain



# Exhibit BB

## Pleasant Grove Creek Bypass Channel Improvements



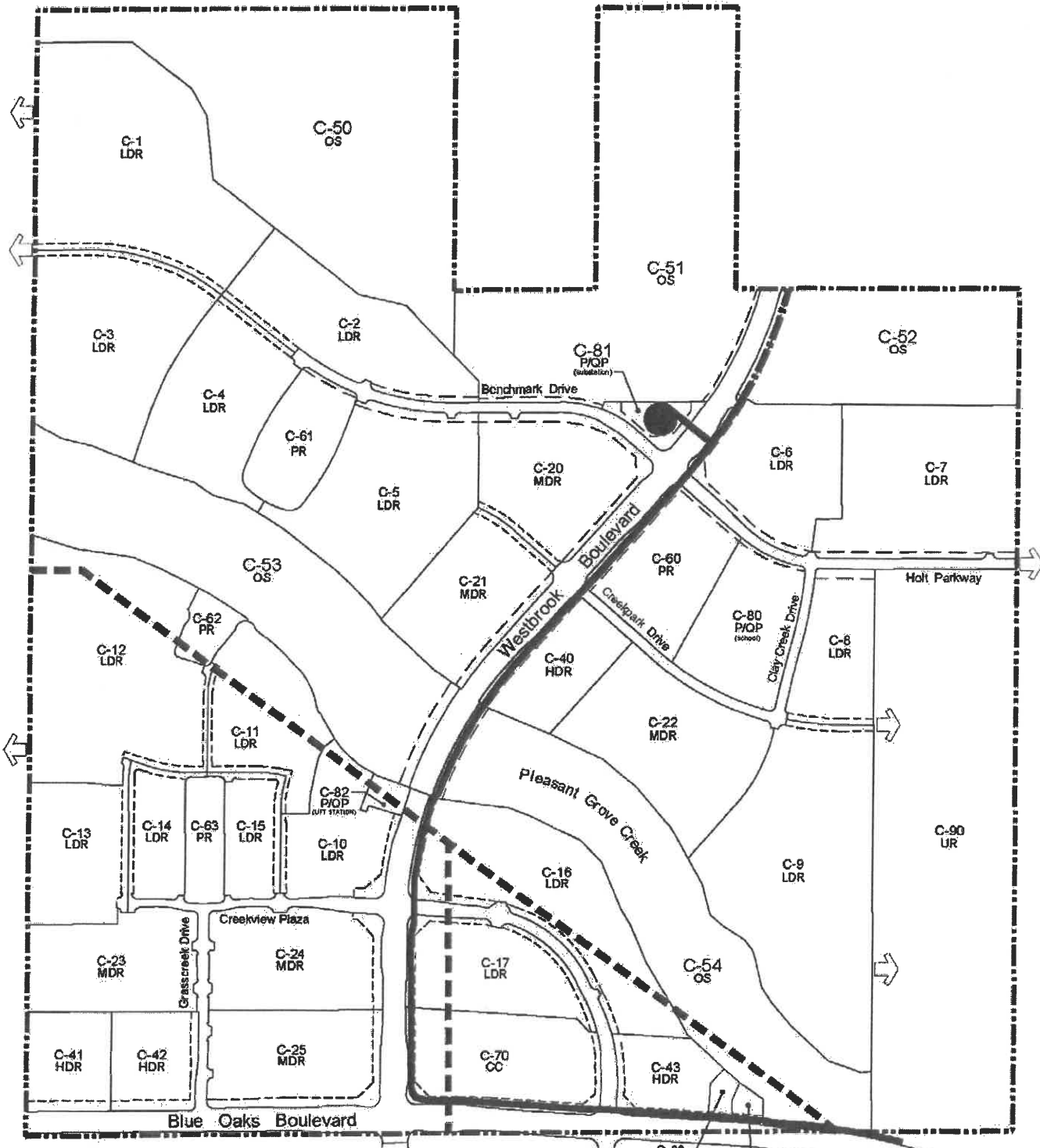
Al Johnson  
Wildlife Area  
Property

**LEGEND**





- Pleasant Grove Creek Main Channel
- Pleasant Grove Creek Bypass Channel
- Limit of Off-Site Improvements
- Bioswale (conceptual locations)
- Pedestrian Crossing
- Weir
- Outfall (conceptual locations)
- Open Space Trail
- Berm

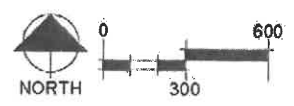
# Exhibit CC

## Electric Facilities

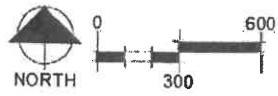
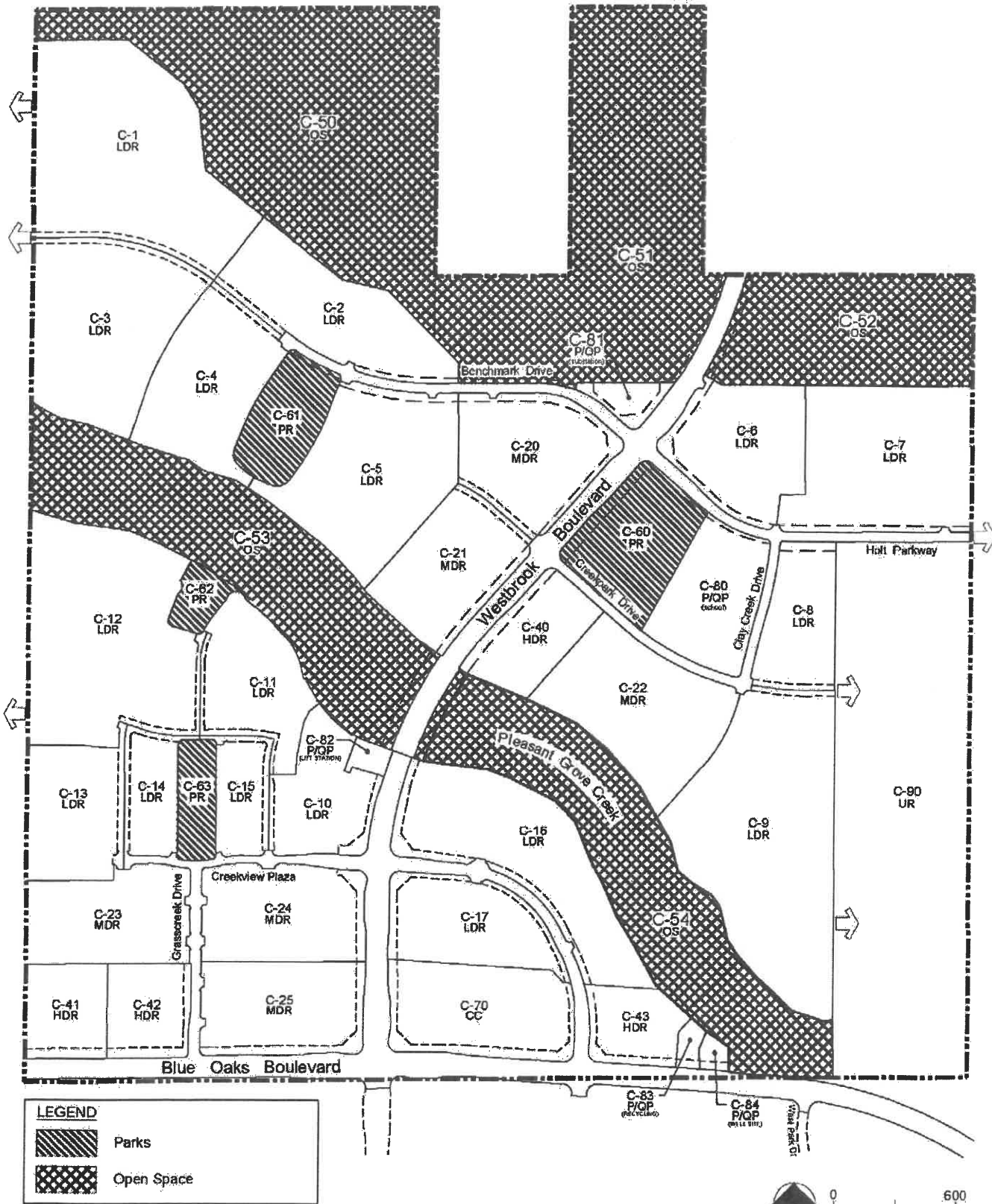


**LEGEND**

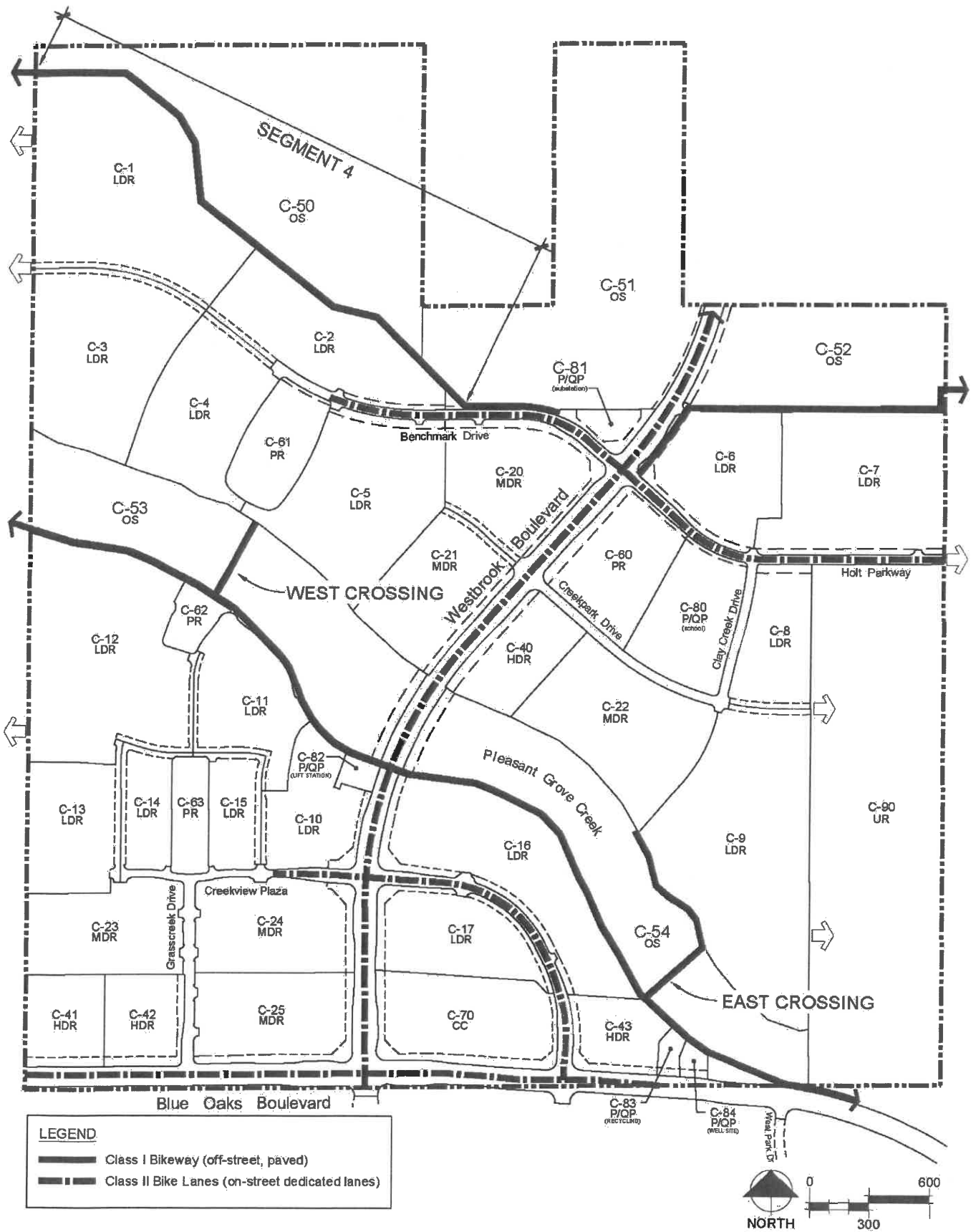
-  Proposed 60 kV Electrical Line
-  Easements for Future 60 kV Electrical Line
-  Existing 12 kV PG&E Electrical Line (to be converted)
-  Electric Substation



# Exhibit DD Parks and Open Space

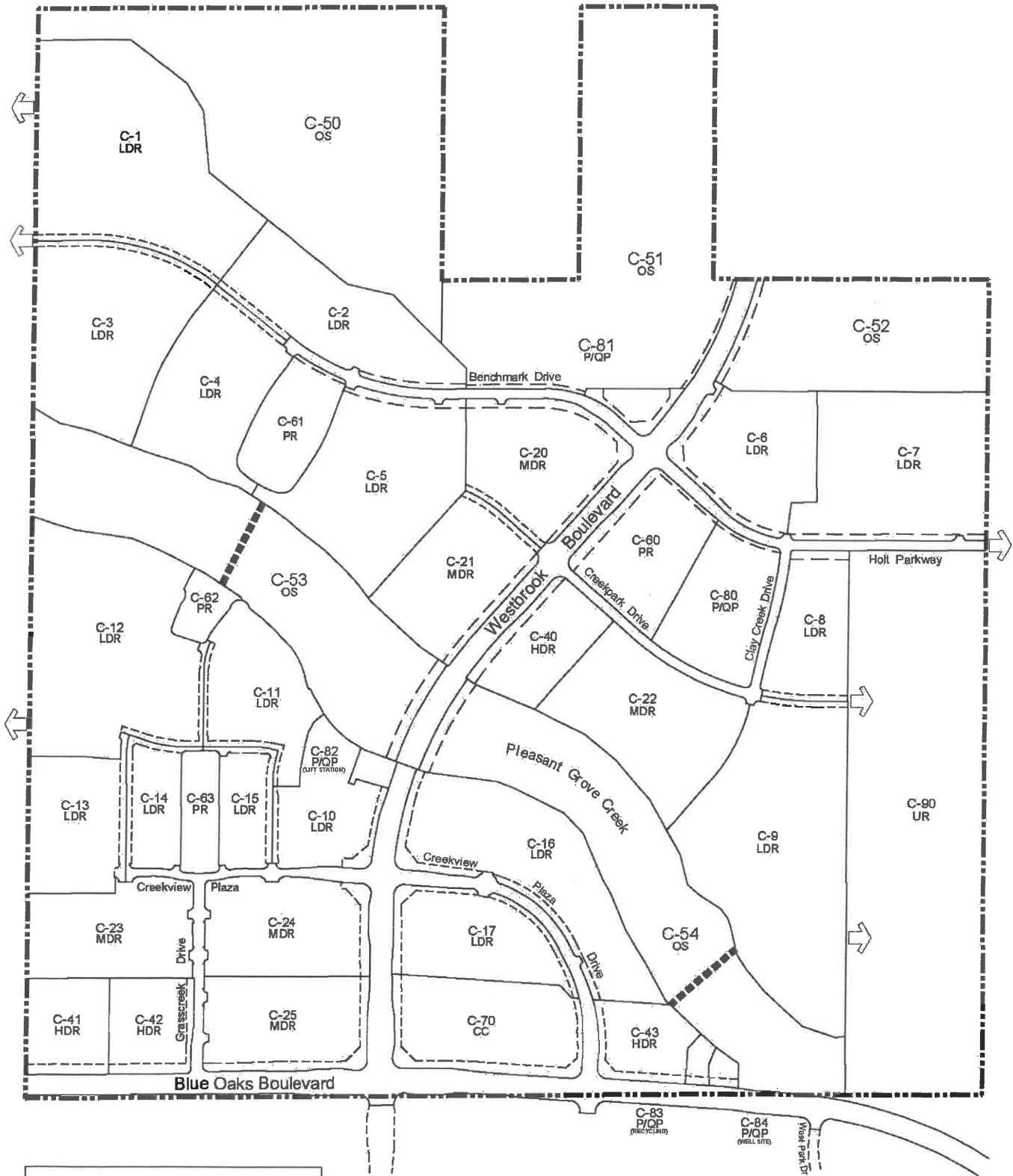


# Exhibit FF Bikeway Master Plan



# Exhibit GG

## Pedestrian/Bicycle Crossings



**LEGEND**

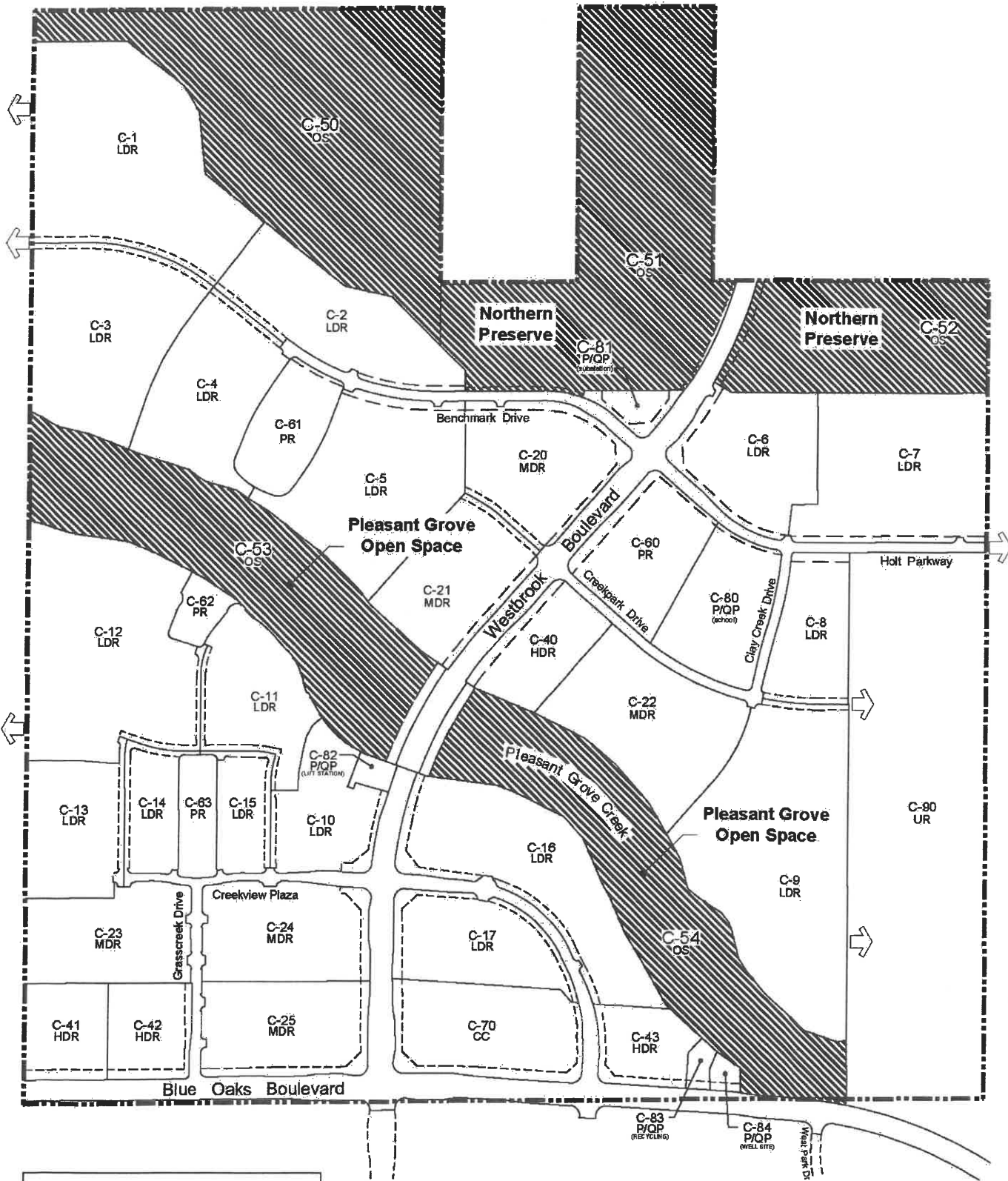
----- Pedestrian/Bicycle Crossing

0 300 600

NORTH

# Exhibit HH

## Open Space and Preserve Areas



**LEGEND**

 Open Space and Preserves



# Exhibit JJ

## DUE Allocation to Specific Plan Parcels for WRSP Reimbursements

EXHIBIT JJ

CVSP - DUE ALLOCATION TO SPECIFIC PLAN PARCELS FOR WRSP REIMBURSEMENTS

Mackay & Samps Civil Engineers

### Creekview Specific Plan

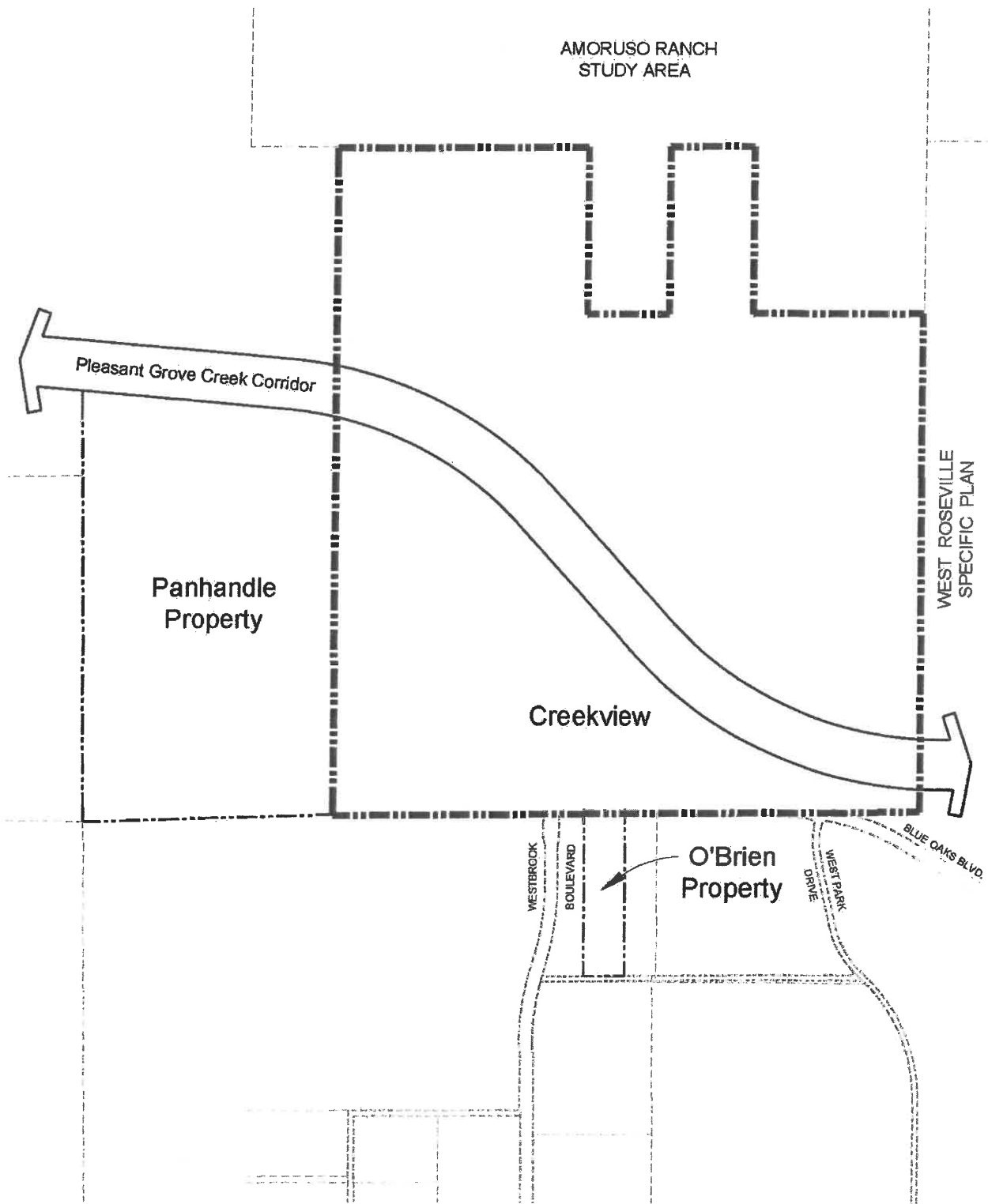
PARCEL	SPECIFIC PLAN LAND USE	Specific Plan			% of CSP WATER EDUs	% of CSP SEWER EDUs	RECYCLED WATER EDUs	% of CSP R.W. EDUs	TRAFFIC EDUs	% of CSP TRAFFIC EDUs
		ACRES	UNITS	DENSITY						
C-1	LDR	19.5	94	4.8	94	5.01%	94	6.61%	94	4.81%
C-2	LDR	10.1	52	5.1	52	2.77%	52	3.65%	52	2.65%
C-3	LDR	14.0	67	4.8	67	3.57%	67	4.71%	67	3.43%
C-4	LDR	9.6	51	5.3	51	2.72%	51	3.58%	51	2.51%
C-5	LDR	13.6	74	5.4	74	3.94%	74	5.20%	74	3.79%
C-6	LDR	8.0	48	6.0	48	2.56%	48	3.37%	48	2.46%
C-7	LDR	13.9	74	5.3	74	3.94%	74	5.20%	74	3.79%
C-8	LDR	5.7	32	5.6	32	1.70%	32	2.25%	32	1.54%
C-9	LDR	21.8	97	4.4	97	5.17%	97	6.82%	97	4.96%
C-10	LDR	6.0	36	6.0	36	1.92%	36	2.53%	36	1.84%
C-11	LDR	7.5	34	4.5	34	1.81%	34	2.39%	34	1.74%
C-12	LDR	18.7	95	5.1	95	5.06%	95	6.68%	95	4.86%
C-13	LDR	7.2	50	6.9	50	2.66%	50	3.51%	50	2.56%
C-14	LDR	3.7	20	5.4	20	1.07%	20	1.41%	20	1.02%
C-15	LDR	3.6	20	5.6	20	1.07%	20	1.41%	20	1.02%
C-16	LDR	12.9	71	5.5	71	3.78%	71	4.99%	71	3.53%
C-17	LDR	6.9	36	5.2	36	1.92%	36	2.53%	36	1.84%
<b>Low Density Residential</b>		<b>182.7</b>	<b>951</b>	<b>5.2</b>	<b>951</b>	<b>51%</b>	<b>951</b>	<b>67%</b>	<b>951</b>	<b>49%</b>
C-20	MDR	8.7	106	12.2	57	5.65%	57	4.01%	106	5.42%
C-21	MDR	7.7	95	12.3	51	5.06%	51	3.58%	95	4.86%
C-22	MDR	11.3	130	11.5	69	6.93%	69	4.85%	130	6.65%
C-23	MDR	8.1	61	7.5	32	3.25%	32	2.25%	61	3.12%
C-24	MDR	6.1	59	7.3	31	3.14%	31	2.18%	59	3.02%
C-25	MDR	7.3	62	8.6	33	3.30%	33	2.32%	62	3.17%
<b>Medium Density Residential</b>		<b>51.2</b>	<b>513</b>	<b>10.0</b>	<b>273</b>	<b>27%</b>	<b>273</b>	<b>19%</b>	<b>513</b>	<b>26%</b>
C-40	HDR	5.2	168	32.3	49	6.07%	49	3.44%	104	5.32%
C-41	HDR	4.3	127	29.7	37	4.58%	37	2.60%	78	3.99%
C-42	HDR	4.3	136	31.4	40	4.95%	40	2.81%	84	4.30%
C-43	HDR	3.9	116	29.9	34	4.21%	34	2.39%	71	3.65%
<b>High Density Residential</b>		<b>17.7</b>	<b>547</b>	<b>30.0</b>	<b>160</b>	<b>20%</b>	<b>160</b>	<b>11%</b>	<b>337</b>	<b>17%</b>
C-70	CC	9.2			39	2.18%	39	2.74%	154	7.88%
<b>Community Commercial</b>		<b>9.2</b>			<b>39</b>	<b>2%</b>	<b>39</b>	<b>3%</b>	<b>154</b>	<b>8%</b>
<b>TOTAL</b>		<b>280.7</b>	<b>2,011</b>	<b>7.7</b>	<b>1423.0</b>	<b>100%</b>	<b>1423.0</b>	<b>100%</b>	<b>1955.0</b>	<b>100%</b>

Note:

- (1) One Water EDU = 600 gpd (Based on Table 2-2 of the CVSP Master Water Study Final Report, November 30, 2010)
- (2) One Sewer EDU = 190 gpd (Based on Table 1 of the CVSP Sanitary Sewer Master Plan, November 30, 2010)
- (3) One Recycled Water EDU = 600 gpd (Based on Table 2-2 of the CVSP Master Water Study Final Report, November 30, 2010)
- (4) Trip factor from City Traffic Mitigation Fee Study

# Exhibit LL

## Panhandle and O'Brien Properties



ORDINANCE NO. 6151

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW  
DEVELOPMENTS LIMITED PARTNERSHIP RELATIVE TO THE CREEKVIEW SPECIFIC  
PLAN 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 First Amendment to Development Agreement by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, pertaining to the property located within the Creekview Specific Plan area.

SECTION 2. Prior to considering the proposed First Amendment to Development Agreement, the City Council considered the Addendum to the Creekview Specific Plan Environmental Impact Report pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Creekview Specific Plan Amendment;
2. The First Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The First Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The First Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the First Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The First Amendment to the Development Agreement, by and between the City of Roseville and Anthem United Creekview Developments Limited Partnership, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment 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 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. 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 (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

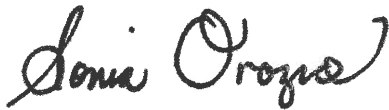
PASSED AND ADOPTED by the Council of the City of Roseville this 6<sup>th</sup> day of November, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard  
NOES COUNCILMEMBERS: None  
ABSENT COUNCILMEMBERS: None



MAYOR


ATTEST:



City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST: \_\_\_\_\_  
City Clerk of the City of Roseville, California

  
DEPUTY CLERK