

COMPLETE THIS INFORMATION:
RECORDING REQUESTED BY:

PLACER Co Recorder's Office
JIM MCCAULEY, County Recorder

DOC - 96-0058108-00

Tuesday, OCT 01, 1996 10:14:13

NOC \$0.00; ;

Ttl Pd \$0.00

Nbr-0000014465

REC/R1/1-15

†
AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET, OFFICE 208
ROSEVILLE, CA 95678

TITLE OF DOCUMENT: fFirst amendment to the Development Agreement By and
Between the City of Roseville and Del Webb California Corp., Et al relative to the
Development Known as the Del Webb Specific Plan

1996

ROSEVILLE
ms

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING
INFORMATION (Additional recording fee applies)

CF: General Plan 0401-03-11
Land Use Element/Attachments
Del Webb Specific Plan folder #5

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DEL WEBB CALIFORNIA CORP., ET AL. RELATIVE TO THE DEVELOPMENT KNOWN AS THE DEL WEBB SPECIFIC PLAN

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT, is made and entered into this 23rd day of September, 1996, by and between the City of Roseville, a municipal corporation, ("CITY") and Del Webb California Corp., a n Arizona corporation, ("LANDOWNER"), and

WITNESSETH:

WHEREAS, on February 2, 1994, CITY and LANDOWNER entered into a Development Agreement ("the Agreement") regarding certain property included within the Del Webb Specific Plan, which Agreement was recorded as Official Record 94-010416 of the Official Records of Placer County on February 9, 1994; and

WHEREAS, on June 25, 1996, pursuant to Resolution No. 96-290, CITY amended the Del Webb Specific Plan to amend the land use designation for Parcel 20 of the Specific Plan from Community Commercial to Low-Density Residential and, in accordance with CEQA (Section 21000 et seq. of the Public Resources Code), adopted a Negative Declaration with respect to any environmental impacts related thereto; and

WHEREAS, CITY and LANDOWNER wish to amend the Agreement to conform to the Specific Plan, as amended; and

WHEREAS, such an amendment is authorized pursuant to Section 1.7 of the Development Agreement and Section 65868 of the Government Code of the State of California; and

WHEREAS, the property subject to this Amendment is owned by LANDOWNER and is described in Exhibit "A-1" and shown on Exhibit "A-2",

NOW, THEREFORE, the parties agree that the Agreement shall be amended as follows:

- ✓ 1. The last paragraph of Section E of the Recitals (Page 4) shall be amended to read as follows:

✓ "The Del Webb Specific Plan provides for, and the Project consists of, a mix of 3,400 single-family and 100 multi-family residential units, 12.1 acres of community commercial, 3 acres of worship facilities, 312.1 acres of golf course, 28.1 acres of private recreation centers, 31.1 acres of parks, and 97.1 acres of park preserves on approximately 1,200 total acres"

- ✓ 2. Section 1.5.3, Termination for Nonresidential Property, (Page 12) shall be amended to read to follows:

✓ "This Agreement may be terminated with respect to Parcel 21 (the commercial parcel) and Parcel 50 (the church parcel) at the election of the then property owner, upon approval of a site review for such property and written notice to CITY of such election to terminate, provided that: (i) the letter of credit or other security required by Section 3.4.6 has been provided to CITY; and (ii) all improvements required to serve the parcel, as reflected in the phasing plan and as determined by CITY have been accepted by CITY."

3. Section 2.1.1, Grant of Land Use, (Page 16) shall be amended to read as follows:

“Through its approval of the Entitlements, CITY has granted land use to the Property, subject to this Agreement, as follows:

- Single-family residential (age restricted): 3,400 units on 663.2 acres.
- Multi-family residential (age restricted): 100 units on 4.0 acres.
- Church / Worship: 3 acres.
- Community Commercial: 12.1 acres.
- Golf Course: 312.1 acres.
- Homeowners' Association facilities (recreation center): 28.1 acres.
- Public Parks: 31.1 acres.”

✓ PG 13 correct

4. Section 3.11.2.C., Blue Oaks Boulevard, (Page 65) shall be amended to read as follows:

“LANDOWNER shall construct a water line beginning at the planned reservoir site near Blue Oaks Boulevard and Washington Boulevard along Blue Oaks Boulevard to Fiddymont Road. This line will be a 24" diameter line which will transition in size to 16" diameter line at a point designated by the Environmental Utilities Director. The portion of the line west of Del Webb Boulevard may be deferred until construction of Village 1B and may be internalized within the Project's on-site water system if approved by the Environmental Utilities Director.”

✓ PG 55

5. Exhibit “C” shall be superseded and amended by the Exhibit “C” which is attached hereto and incorporated herein by reference.


6. Exhibit "L" shall be superseded and amended by the Exhibit "L" which is attached hereto and incorporated herein by reference.

7. With respect to land subject to the Agreement which is not part of the Property subject to this Amendment, the Agreement shall continue to apply.


8. All provisions of the Agreement not otherwise inconsistent with this Amendment, are and shall remain unaffected and in full force and effect with respect to the Property. Adoption of this Amendment consistent with the Roseville General Plan, and Del Webb Specific Plan, as amended.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 3029, adopted by the Council of the City of Roseville on the 21st day of August, 19 96, and Landowner has caused this Agreement to be executed.

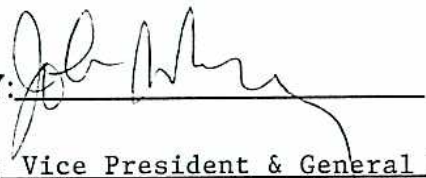
CITY OF ROSEVILLE, A
municipal corporation


ALLEN E. JOHNSON
City Manager

ATTEST:


CAROLYN PARKINSON
City Clerk

DEL WEBB CALIFORNIA CORP.,
an Arizona corporation

BY: 
its: Vice President & General Manager

and
BY: 
its: V.P. Land Development

APPROVED AS TO FORM:



MARK J. DOANE
City Attorney

APPROVED AS TO SUBSTANCE:



PATRICIA K. DUNN
Planning Director

18055-00
November 22, 1995
cla

DESCRIPTION FOR REZONE
LOT 5
SUN CITY ROSEVILLE

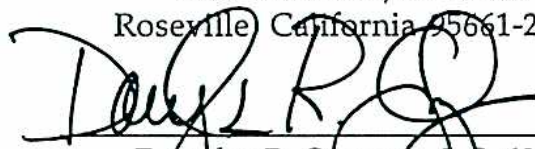
All that real property situated in the City of Roseville, County of Placer, State of California, described as follows:

All of Lot 5 said lot is shown and so designated on that certain map filed in Book S of Maps, Page 58, Placer County Records, known as the Large Lot Subdivision of Sun City Roseville, containing an area of 10.611 acres, more or less.

END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

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

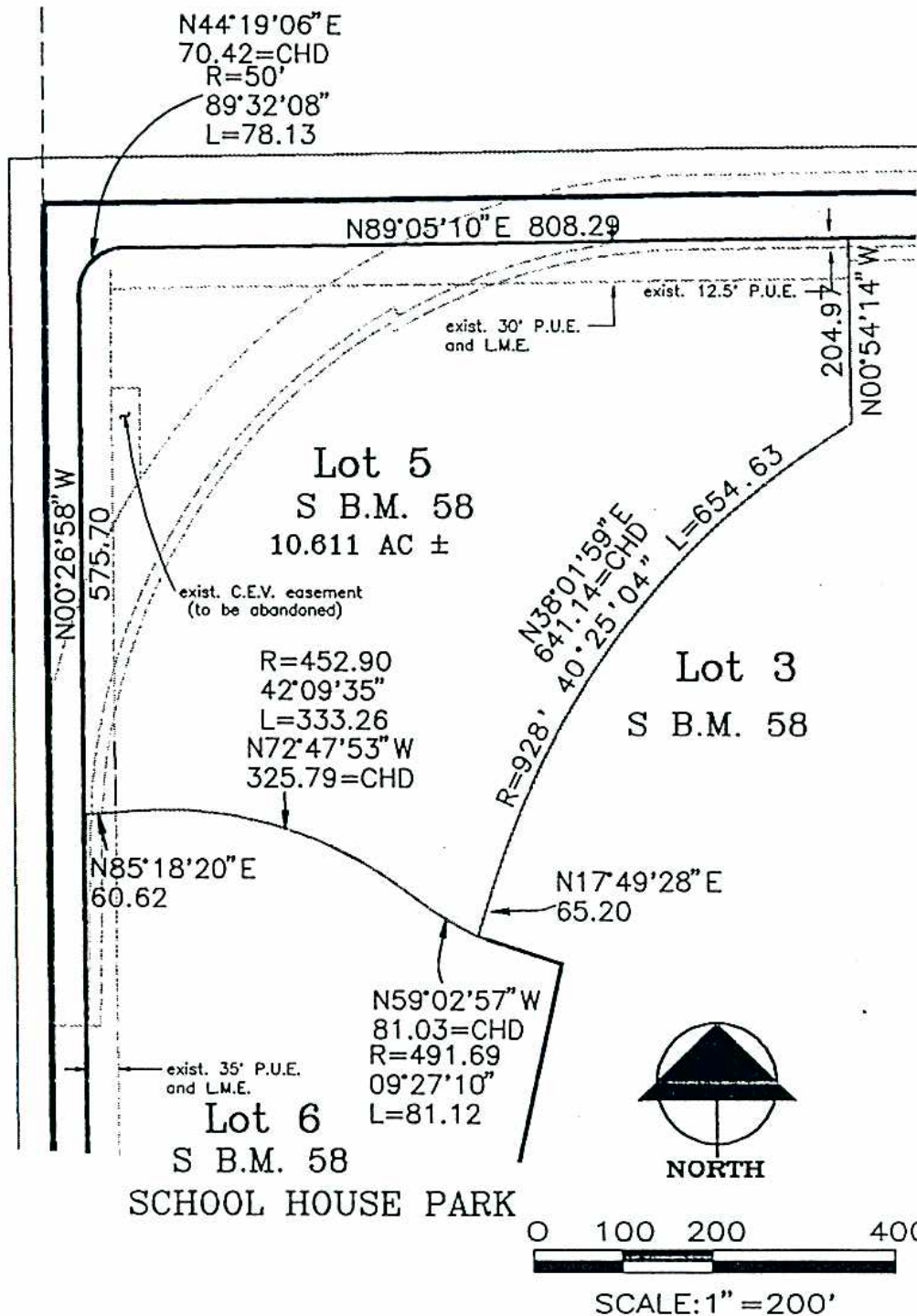


Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97

Date: November 22, 1995



APN 017-100-036
J.E. FIDDYMENT










REZONE EXHIBIT
 LOT 5 LARGE LOT SUBD.
 SUN CITY ROSEVILLE
 roseville,ca

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

dro	1"=200'	11-21-95	18055-00
DRAWN BY	SCALE	DATE	JOB NO.

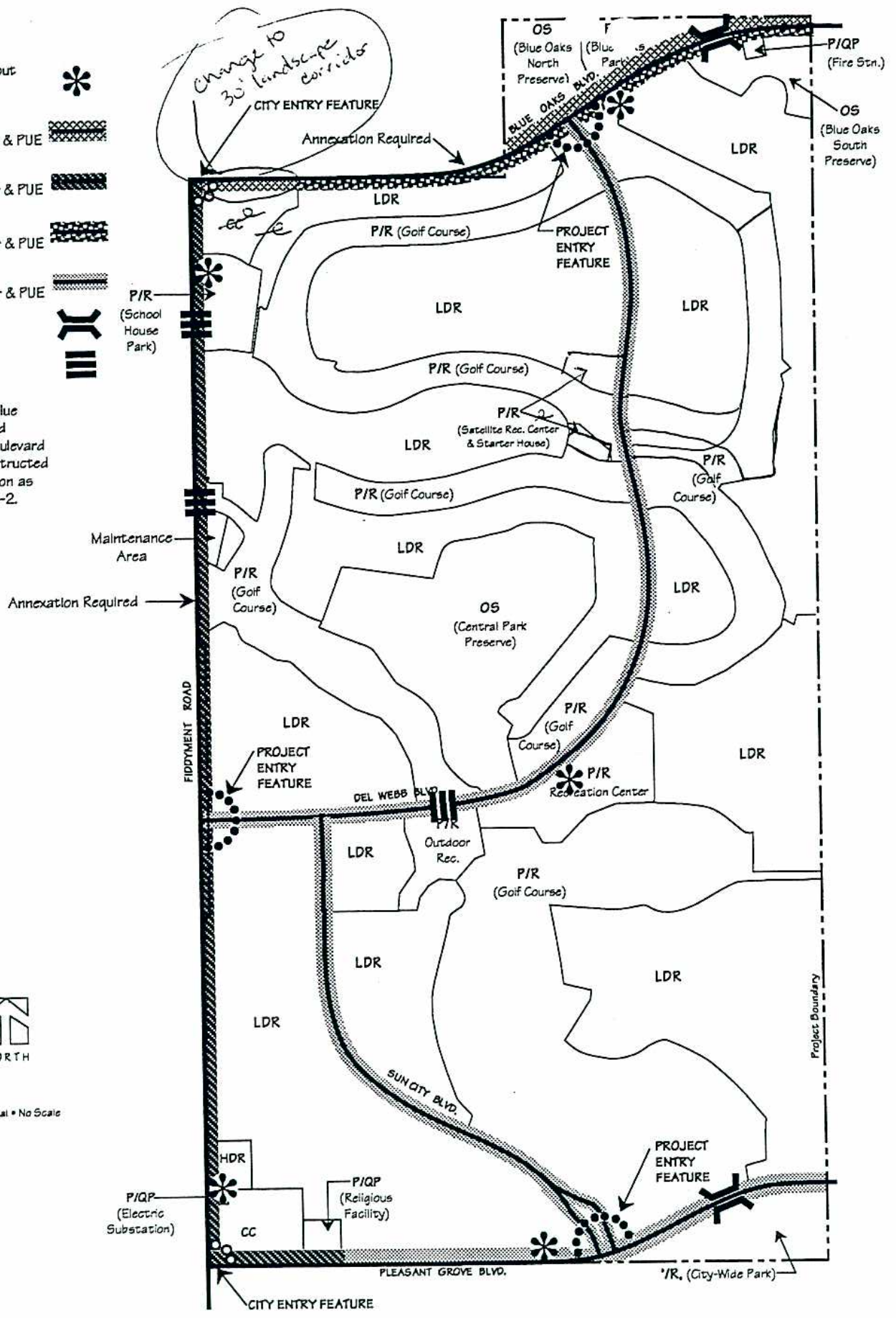
KEY

- Proposed Bus Turnout Locations 
- 100' ROW/ 50' Landscape Corridor & PUE 
- 76' ROW/ 35' Landscape Corridor & PUE 
- 100' ROW/ 30' Landscape Corridor & PUE 
- 76' ROW/ 25' Landscape Corridor & PUE 
- Bridge Crossing 
- Culvert Crossing 

Fiddyment Road, Blue Oaks Boulevard and Pleasant Grove Boulevard will initially be constructed as a reduced section as outlined on Table 4-2.



Conceptual • No Scale





STATE OF CALIFORNIA }
COUNTY OF PLACER } ss.

On JUNE 19, 1996, before me, YVONNE R. WONG,
personally appeared JOHN M. MURRAY AND DUANE COBB
_____ , personally known to me

~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

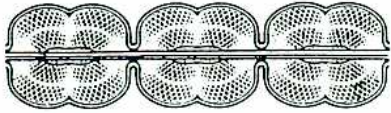
Signature *[Handwritten Signature]*



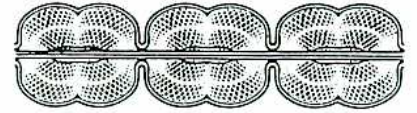
(This area for official notarial seal)

Title of Document	<u>FIRST AMENDMENT TO DEVELOPMENT AGREEMENT</u>
Date of Document	_____ No. of Pages _____
Other signatures not acknowledged	_____

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On September 25, 96 before me, the undersigned, a Notary Public in and for said State, personally appeared, Allen E. Johnson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson
Notary Public Signature



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

Title or Type of Document Devel. Agmt. - 1st Amendment
Neil Webb

Date of Document 9.23.96

ORDINANCE NO. 3030

ORDINANCE OF THE CITY OF ROSEVILLE
REZONING CERTAIN REAL PROPERTY LOCATED IN THE DEL WEBB SPECIFIC
PLAN AREA (PARCEL 20)

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Parcel 5 of that certain real property within the City of Roseville, as said parcel is shown and so designated on that certain Parcel Map filed in Book S of Parcel Maps, Page 58, Official Records of Placer County is hereby rezoned as follows:

From Central Business District - Special Area (C2-SA) to
Residential Mixed Use - Special Area (RMU-SA);


and the Zoning Map adopted by Section 19.06.020 of the Roseville Municipal Code shall be amended accordingly.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. 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 21st day of August, 1996, by the following vote on roll call:

AYES COUNCILMEMBERS: Harry Crabb, Claudia Gamar, Randolph Graham,
Mel Hamel, Pauline Rocucci
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: None


MAYOR

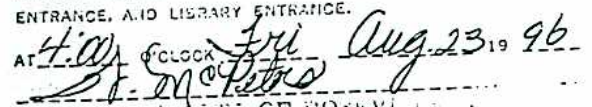
ATTEST:


City Clerk

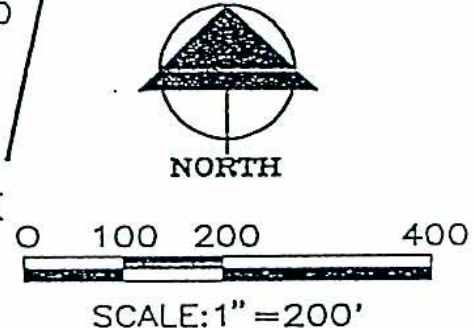
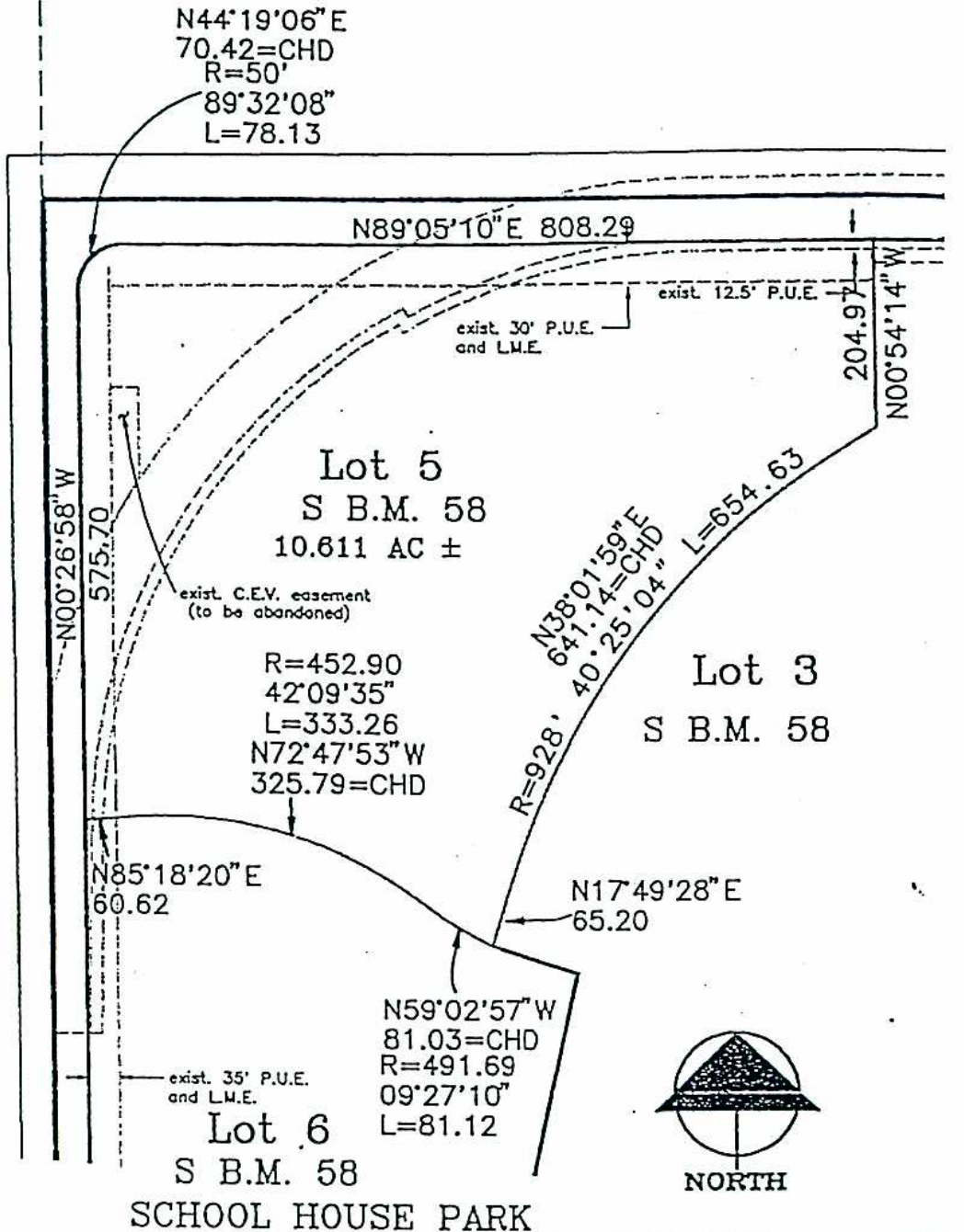
The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

THE FOREGOING INSTRUMENT IS THE ORIGINAL ORDINANCE,
AND HAS BEEN PUBLISHED BY POSTING IN THE FOLLOWING
PUBLIC PLACES: LOBBY OF CLERK'S OFFICE, CITY HALL
ENTRANCE, AND LIBRARY ENTRANCE.
AT 4:00 O'CLOCK Fri Aug. 23 1996

CITY CLERK, CITY OF ROSEVILLE.

APN 017-100-036
J.E. FIDDOYMENT



REZONE EXHIBIT
LOT 5 LARGE LOT SUBD.
SUN CITY ROSEVILLE
roseville,ca

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

dro	1"=200'	11-21-95	18055-00
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15

Ord 3030

253

Exempt from recording
fees pursuant to
Government Code 27383
COMPLETE THIS INFORMATION:
RECORDING REQUESTED BY:

PLACER Co Recorder's Office
JIM MCCAULEY, County Recorder

DOC - 96-0074883-00
Friday, DEC 20, 1996 08:27:03
NOC \$0.00!!
Ttl Pd \$0.00

Nbr-0000034985
REC/R1/1-12

AND WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET, OFFICE 208
ROSEVILLE, CA 95678

THIS SPACE FOR RECORDERS USE

TITLE OF DOCUMENT: Second Amendment to the Development Agreement By and
Between the City of Roseville and Del Webb California Corp., ET AL relative to the
Development known as the Del Webb Specific Plan.

*Copy of original Doc in:
Del Webb Calif. Corp.
Interim Soil Study*

FILED

FEB 07 1997

CITY OF ROSEVILLE
BY W

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING
INFORMATION (Additional recording fee applies)

*RF: 0102 01-01
Construction Dept
City Dept Location
Interim Soil Study (copy 1/16/97)*

*+ 01-03-11
Local Plan
Soil Use Report
Del Webb Specific Plan - Section 11.5*

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND DEL WEBB CALIFORNIA CORP., ET AL. RELATIVE
TO THE DEVELOPMENT KNOWN AS THE DEL WEBB SPECIFIC PLAN

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT, is made
and entered into this 10th day of December, 1996, by and between the City of
Roseville, a municipal corporation, ("CITY") and Del Webb California Corp., an Arizona
corporation, ("LANDOWNER"), and

W I T N E S S E T H:

WHEREAS, on February 2, 1994, CITY and LANDOWNER entered into a
Development Agreement ("the Agreement") regarding certain property included within the
Del Webb Specific Plan, which Agreement was recorded as Official Record 94-010416 of the
Official Records of Placer County on February 9, 1994; and

WHEREAS, on October 2, 1996, pursuant to that certain Memorandum of Agreement
entitled Del Webb Specific Plan Interim Fire Station Obligation ("MOA"), CITY and
LANDOWNER memorialized their agreement regarding the obligations of LANDOWNER
toward the funding of an interim fire station facility in Mahany Park. The purpose of the
MOA is to implement the intent of CITY and LANDOWNER for the provision of interim fire
protection facilities as reflected in the Agreement; and

WHEREAS, for the purposes of providing effective fire protection service for the Del Webb Specific Plan area and other area residential development, CITY desires that the interim fire facility be constructed; and

WHEREAS, in order to implement Section 3.8.1 of the Agreement, CITY desires that LANDOWNER fund the cost of design and construction of the interim fire facility in the amount stated in the MOA and this Amendment; and

WHEREAS, CITY and LANDOWNER desire that the design and construction of the fire facility begin, and that development within the specific plan area continue uninterrupted; and

WHEREAS, CITY and LANDOWNER wish to amend the agreement to conform to the specific provisions of the MOA; and

WHEREAS, such an amendment is authorized pursuant to Section 1.7 of the Development Agreement and Section 65868 of the Government Code of the State of California; and

NOW, THEREFORE, the parties agree that the Agreement shall be amended as follows:

1. Section 3.8.1, Interim Facility, (Page 51) shall be amended to read as follows:

“Upon demand of CITY, LANDOWNER shall pay to CITY the sum of four hundred thousand dollars (\$400,000.00) (“Fire Station Payment”) for the purposes of constructing, and CITY shall construct, an interim fire station facility in Mahany Park. The nature and extent of fire facilities to be constructed by CITY shall be those generally described in Exhibit “N” of the Agreement. Upon LANDOWNER’s payment of the Fire Station

pg 42 ✓

Payment, LANDOWNER, shall be entitled to a credit against traffic fees paid to CITY at time of building permit in the amount of one hundred fifty thousand dollars (\$150,000.00) ("Traffic Fee Credit"). At the time LANDOWNER's payment to CITY of the Fire Station Payment, LANDOWNER shall execute and deliver to CITY an Assignment of Reimbursement which shall assign to CITY LANDOWNER's right to reimbursement from third party property owners for improvements to Blue Oaks Boulevard constructed by LANDOWNER as provided in Sections 4.2.2 and 4.2.2.B of the Agreement. The total sum subject to the Assignment of Reimbursement is the amount of the Traffic Fee Credit (\$150,000.00). Interest on such reimbursement to CITY shall be subject to the provisions for interest on reimbursements as set forth in Section 4.2.2.C of the Agreement and this Amendment. LANDOWNER shall retain and be entitled to any and all other amounts of reimbursement established under the provisions of the Agreement"

pg 80-81

"Upon the approval and execution of this Amendment by CITY and LANDOWNER, LANDOWNER's obligation for the provision of interim fire facilities pursuant to the Agreement are satisfied and LANDOWNER shall be entitled to the uninterrupted issuance of building permits beyond the 1500th building."

2. Section 4.2.1, No Credit to Traffic Mitigation Fee, (Page 93) shall be amended to read as follows:

"With the exception of the Traffic Fee Credit described in Section 3.8.1 of this Amendment, LANDOWNER acknowledges that any reimbursement for the construction of roadway improvements which exceed LANDOWNER's obligation (as defined in Section 4.2.2.A) will be provided in a form other than credit against Traffic Mitigation Fees, and no reduction of these fees will be provided."

✓ pg 79

3. Section 4.2.2, Reimbursements, Subsection (a), (Pages 94 and 95) shall be amended to read as follows:

“In the case of public road improvements which abut property owned by third persons (not owned by the City) and other public improvements (not including reclaimed water lines or electric lines) which are oversized to benefit property owned by third persons, LANDOWNER, or CITY as, and in the total amount, described in Section 3.8.1 of this Amendment, shall be entitled to receive a reimbursement from the benefited property’s owner (and not from CITY) for the share of the improvement which, under existing CITY policies is the responsibility of such benefited property owner for the pro rata cost of the improvements which exceed LANDOWNER’s obligation (defined in Section 4.2.2.A as to roadways). The first one hundred fifty thousand dollars (\$150,000.00) of any such reimbursement paid by third person property owners shall be paid to and retained by CITY in satisfaction of the Assignment of Reimbursement described in Section 3.8.1 of this Amendment. Reimbursement shall either be provided directly from the owner of properties which abut the improvements (by payment to CITY and then by CITY, in the case of reimbursement to LANDOWNER, to LANDOWNER), or from a Community Facilities District (CFD) or any such other infrastructure financing district if such a district is formed by or including such properties which include monies for the construction of said public improvements. Reimbursement shall be paid on the earlier of issuance of a building permit to the benefited property owner, or receipt of funds from such infrastructure financing district. CITY, in good faith shall attempt, to the extent CITY has the authority to do so, to collect an amount equal to said cost from such properties at the time they develop or request a discretionary approval from CITY, if such development or discretionary approval occurs during the term of this Agreement. Subsequent to that time, CITY shall have no obligation to reimburse LANDOWNER.”

4. Section 4.2.2.C., Interest on Reimbursement, (Page 99) shall be amended to read as follows:

“In each case in which the Agreement or this Amendment provides that LANDOWNER or CITY is entitled to receive reimbursement for road improvements constructed by LANDOWNER from third persons or from an infrastructure

✓ pg 34

financing district (and not from CITY of its Traffic Mitigation Fee), LANDOWNER or CITY shall be entitled to receive interest on the amount to be reimbursed (the "base amount") at the time when the reimbursement is to be paid. Interest shall be the lesser of the following, as calculated by Public Works Director/City Engineer;

a) the difference between the estimated cost to construct the third person's improvements at the time of reimbursement (as estimated by the Public Works Director/City Engineer) and the base amount; and

b) the base amount adjusted by the inflation rate for construction costs based upon the Engineering News Record, Construction Cost Index. Should such index no longer exist, the Public Works Director/City Engineer shall choose a similar index which in his opinion fairly estimates the inflation factor applicable to construction.

5. With respect to land subject to the Agreement which is not part of this Amendment, the Agreement shall continue to apply.


6. All provisions of the Agreement not otherwise inconsistent with this Amendment, are and shall remain unaffected and in full force and effect with respect to the Property. Adoption of this Amendment is consistent with the Roseville General Plan, and Del Webb Specific Plan, as amended.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 3044, adopted by the Council of the City of Roseville on the 6th day of November, 1996, and LANDOWNER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation



DEL WEBB CALIFORNIA CORP.,
an Arizona corporation



ALLEN E. JOHNSON
City Manager

BY: 
JOHN MURRAY
Vice President and General
Manager


ATTEST:

and



CAROLYN PARKINSON
City Clerk

BY: 
DUANE COBB
Vice President Land
Development

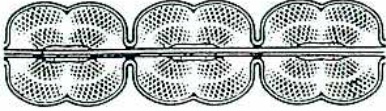
APPROVED AS TO FORM:


MARK J. DOANE
City Attorney

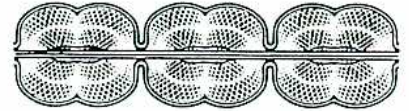
APPROVED AS TO SUBSTANCE:

PATRICIA K DUNN
Planning Director

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On December 10, 1996 before me, the undersigned, a Notary Public in and for said State, personally appeared, John M. Murray personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

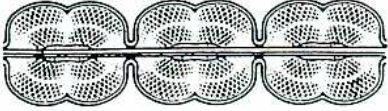
Carolyn Parkinson
Notary Public Signature



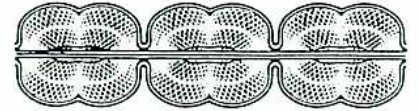
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Hel Webb -
Development Agent
Date of Document 12.10.96

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On Nov 19, 1996 before me, the undersigned, a Notary Public in and for said State, personally appeared, Quam Cobb personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

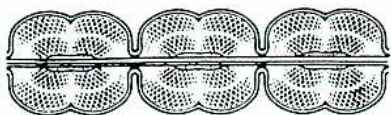
Carolyn Parkinson
Notary Public Signature



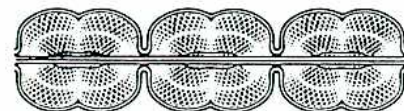
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Pal Webb
Development Agreement
Date of Document 12.10.96

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF PLACER)

On December 10, 1996 before me, the undersigned, a Notary Public in and for said State, personally appeared, Allen E. Johnson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson
Notary Public Signature



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

Title or Type of Document Del Webb Development Agmt.

Date of Document 12.10.96

ORDINANCE NO. 3044

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE
DEL WEBB CALIFORNIA CORP., 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 Second Amendment to Development Agreement with the Del Webb California Corp., to alter and clarify provisions in the existing Development Agreement relating to the construction of an interim fire station.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement for the Del Webb California Corp., and makes the following findings:

1. The Second 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 Del Webb Specific Plan;
2. The Second Amendment to 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 Second Amendment to Development Agreement is in conformity with public convenience, general welfare and good land use practice;
4. The Second Amendment to Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
5. The Second Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
6. The development permitted by the Second Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Second Amendment to Development Agreement.

SECTION 3. The Second Amendment to Development Agreement by and between the Del Webb California Corp. and the City of Roseville, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

