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Development Agreement By and Between the City of Roseville and Church Street Station LLC

**FILED**

OCT 29 2004

CITY OF ROSEVILLE

BY

*[Signature]*

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**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROSEVILLE AND CHURCH STREET STATION LLC**

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**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROSEVILLE AND CHURCH STREET STATION LLC**

This Development Agreement (the "Development Agreement") relative to the development known as Church Street Station is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City"), and Church Street Station LLC, a Nevada Limited Liability Company (hereinafter "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

- A. Developer is the owner to the Property (as defined below) and together with the City shall be subject to this Development Agreement.
- B. City and Developer wish to enter into this Development Agreement to reflect land use entitlements for the Property as approved by City.
- C. This Development Agreement is authorized by Section 65868 of the Government Code of the State of California.
- D. To strengthen the public planning process, encourage private participation in Comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.
- E. The subject of this Agreement is the development of that certain parcel of land, consisting of approximately 3.59 acres located in the City of Roseville, County of Placer, as described in Exhibit "A-1" and shown on 'Exhibit "A-2"' (herein the "Property"), attached hereto and incorporated herein by this reference. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement. City agrees to be bound by this Agreement.
- F. On February 26, 2004, the City Planning Commission, designated by Roseville ordinance No. 1774 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Agreement and recommended that the City Council approve this Agreement.
- H. On July 21, 2004 2004, the City Council adopted a Mitigated Negative Declaration for the Entitlements. Mitigation measures were suggested in the Negative Declaration and are incorporated to the extent feasible in the terms and conditions of this Development Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.
- I. The City Council has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

1. The Roseville General Plan, as amended by Resolution No. 04-324 and by Resolution No. n/a;
2. The Rezoning of the Property pursuant to Ordinance No. 4106, dated August 4, 2004.
3. This Development Agreement, as adopted by Ordinance No. 4107, Dated, August 4 2004 (the "Adopting Ordinance").

The approvals described in paragraphs 1(1) through 1(3), inclusive, are referred to herein as the "Entitlements."

J. Development of the Property in accordance with the Entitlements and this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, the applicable law shall be as set forth in the Entitlements as of the date hereof.

K. Landowner has incurred and will incur substantial costs in order to comply with Conditions of Approval of the Entitlements and to assure development of the Property in accordance with the Entitlements and the terms of this Agreement.

L. Development of the Property will result in a need for municipal services and facilities, which services and facilities will be provided by City to such development subject to the performance of Landowners obligations hereunder.

M. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that ~~but~~ for Landowners contributions to mitigate the impacts arising as a result of development of the entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, ~~but~~ for City's covenant to provide the facilities and services necessary for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowners; agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs. Landowner's willingness to make contributions toward the cost of public improvements as herein provided is in reliance upon and in consideration of City's agreement to provide the facilities and services necessary for development and use of the Property.

N. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article V, Chapter 19.84 of Ordinance No.3014 of the Roseville Municipal Code.

O. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan of the City of Roseville.

# 1. AGREEMENT

## SECTION 1: GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Property Description and Binding Covenants. The Property is that real property described in Exhibits "A.1" and "A-2". It is intended and determined that 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. Accordingly, all references herein to "Landowner" shall mean and refer to Church Street Station LLC, a Nevada Limited Liability Company, and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner.

1.3 Term.

1.3.1 Commencement: Expiration. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement. This Agreement shall extend for a period of twenty (20) years thereafter, unless said term is terminated, modified extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Units. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within a Service district or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase housing agreement has been recorded on the lot. This termination of this Agreement for any such residential lot as provided for in this Section 1.3.2 shall not in any way be construed to terminate or modify the Service District lien affecting such lot at the time of termination.

1.4 Amendment of Agreements This Agreement may be amended from time to time by mutual consent of City and Landowner, in accordance with the provisions of the Development Agreement Statute. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval of any minor modifications to the Entitlements consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

1.5 Recordation. The City shall cause this Agreement, any amendment hereto and any other termination thereof to be recorded at Landowners expense, with the County Recorder within ten (10) days of this Agreement, amendment or termination becoming effective.

## SECTION 2: DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements and this Agreement.

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the right to development and use of the Property and approximate acreage of the Property as follows:

Attached Housing District (R3), High Density Residential (HDR 13.4): 48 units on 3.59 acres

As set forth in Exhibit "B". Such use shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement.

### 2.3 Rules, Regulations and Official Policies.

2.3.1 Inconsistency. To the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land under the Entitlements as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land under the Entitlements or under any other terms of this Agreement, such rules, ordinances, regulations or policies shall be applicable.

2.3.2 Application of Changes. This section shall not preclude the application to Development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent, delay or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

2.3.3 Authority of City. This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent Discretionary actions shall not prevent or delay development of the Property or the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the effective date of this Agreement.

### 2.4 City Fees, Taxes and Assessments.

2.4.1 Processing Fees and Charges. Landowner shall pay those processing, inspection and plan check fees and Fire Service Construction taxes and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring to compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

2.4.2 Public Financing Limited to Specific Funding Mechanisms and Fees. Except as expressly provided herein, Landowners sole and only obligation with respect to the participation of the Property in any funding mechanisms to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property shall be to pay City fees related to the construction and provision of such public facilities authorized by ordinance to be collected by City as of the effective date of this Agreement, as such fees may be adjusted from time to time in accordance with applicable law, or, such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law, provided, however, Landowners obligation to pay future City fees is limited to those fees adopted and in effect on a city-wide basis or which uniformly apply to and are being collected from all properties within the City of Roseville which are zoned consistent with Landowners zoning as set forth in the Entitlements, or which uniformly apply to and are being collected from all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances.

### **SECTION 3: DEVELOPER OBLIGATIONS**

3.1 Development, Connection and Mitigation Fees, Except as otherwise provided herein, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances, either in effect as of the date of this Agreement, subject to adjustment in accordance with Section 2.4.2, or as may subsequently be adopted in accordance with Section 2.4.2.

#### 3.1.1 Parks and Open Space

3.1.1.A Payment of Park Fees: In accordance with the park financing plan the parties acknowledge and agree to pay the Neighborhood and City Wide Park Fees. The neighborhood park fee shall be \$854 per single family residential unit. The City Wide Park fee shall be \$1,596 per single family unit, Both fees are subject to an annual adjustment based on any change in the Engineering News Record, Construction Cost Index for the United States, 20 city average (or comparable replacement index).

3.1.1.B Entire Park Land Obligation: The City agrees that the provision contained herein satisfy the General Plan park obligations for the payment of fees and/or dedication of neighborhood and community parks and open space related to development of the property.

3.1.2. School Fee Agreements. Landowner shall enter into separate written agreements with the Roseville City Elementary School District and the Roseville Joint Union High School District to mitigate the impacts of development of the Property on said school districts. City agrees that so long as Landowner is not in default of said fees, City shall not refrain from approving any subdivision maps or other such entitlements for the Property or from issuing any building permits for development thereof consistent with the Entitlements on the basis of adverse impacts of such development on school facilities. Landowner

agrees that a default under any of these school agreements shall also constitute a default under this Agreement with the City.

3.1.3 Affordable Housing. Consistent with the goals and policies contained in City's General Plan, and subject to the terms of this Agreement Landowner shall develop or cause fifteen percent (15%) 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 2 units affordable for purchase to low-income households, and 2 units affordable for purchase to middle-income households. The 3 remaining very low income units can be provided off site via an in lieu fee, tentatively established as \$50,000 per unit or \$150,000 total. One forty-eighth of the in lieu fee, (\$3125.00 shall be paid at the close of escrow of each new home. Any adjustment based on actual development shall be subject to the approval of the Economic & Community Services Director.

Except as otherwise provided in this Agreement, the 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 and City policy.

3.1.4 Affordable Purchase Residential Units. Landowner agrees that 2 residential units will be reserved within as detached and/or attached single-family residential units affordable to purchasers in low income households and 2 residential units will be reserved within as detached and/or attached single family residential units affordable to purchasers in middle-income households.

3.1.4.A Agreement Required. Prior to the approval of each final residential lot subdivision map designated to provide affordable purchase opportunities, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement (or other form as required by the City) for the residential purchase units affordable to low-income households and affordable to middle-income households,

3.1.4.B Content. The Affordable Purchase Housing Development Agreement shall, for each residential lot subdivision, set forth, among other things, the distribution of the relevant number of said affordable housing units within the subdivision, Landowners obligations for marketing the affordable units, and sharing of appreciation (if any) of the affordable unit's value. No City subsidies will be required to be made available to provide residential purchase units affordable to middle income or low-income households.

Notwithstanding any provisions of the City's then current affordable purchase Housing Development Agreement to the contrary, the affordable Purchase Housing Development Agreement shall provide that:

a) For purposes of low-income affordable purchase units, "low-income" shall mean households earning less than eighty percent (80%) of median income.

b) Low-income affordable purchase units shall be marketed to low-income households for a minimum of fifty (50) days from the date Landowner commences marketing of the subdivision in which such affordable units are located. Affordable purchase units marketed to low-income households which are not sold within such fifty (50) days shall be marketed for ten

(10) additional days to middle-income households. If such units are not sold within the ten (10) additional days to middle-income households, the units may be sold as market price units.

Middle-income affordable purchase units shall be marketed to middle-income households for a minimum of thirty (30) days from the date Landowner commences marketing of the subdivision in which such affordable units are located. If not sold to middle-income households within that period, the units may be sold as market price units.

Any affordable purchase units remaining unsold after the required marketing periods as either low-income or middle-income units which are later sold as market units shall nonetheless be credited against Landowner's affordable purchase housing obligation.

(c) The Landowner may develop the affordable purchase units with fewer amenities than the market rate units, however, the affordable purchase units shall utilize the same or similar materials as the market rate units on the exterior.

(d) Landowner's obligation to provide affordable purchase units may be moved and may be satisfied by the provision of affordable purchase units elsewhere within the subdivision, subject to the Economic & Community Services Director's approval.

(e) For purposes of making housing opportunities affordable, Landowner agrees that it shall use its best efforts to sell such affordable purchase units to qualifying low- or middle-income households as the case may be as required by this Agreement. Such best efforts shall include, without limitation, special advertising prior to the release of the affordable purchase units for sale indicating the availability thereof to low- or middle-income households, and maintenance of a waiting list of low- or middle-income households seeking housing opportunities in Landowner's development(s), notification of such persons (and any such households provided by the Housing Programs Manager for the City) prior to any release of affordable purchase units, and the pre-release, by at least one day, of such affordable purchase units to such notified households.

(f) To ensure proper maintenance of each affordable purchase unit, during the term of its reservation as an affordable purchase unit Landowner shall provide evidence to the Economic & Community Services Director of arrangements for professional management of such units, or shall establish CC&Rs or a homeowners' association for such Parcels within which the affordable purchase units are located to establish a mechanism for maintaining the appearance of such affordable purchase units or provide such alternative mechanism that is acceptable to city.

3.1.4.C No City Subsidy. Landowner agrees to provide all of the middle-income and low-income affordable purchase units without any subsidy from the City.

3.1.5 General Fund Services District. No residential building permit, excluding permits for model homes, shall be issued for the Church Street Station project until a Services CFD has been formed into which the project can be annexed ("Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. For purposes of Article 13D of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services CFD will provide a "special benefit" to the Church Street Station project as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the project. The services district shall include the following:

A. Assessment for Emergency Services which shall be initially assessed at \$186 per dwelling unit equivalent.

B. Assessment for maintenance of landscape corridor along Church Street which shall be initially assessed at \$63 per dwelling unit annually.

i. Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or maintenance easements to the Services District, Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.

3.2 Utilities and Improvements. Subject to Landowners compliance with the terms of this Development Agreement, City acknowledges that all utilities, road improvements and applicable rights of way and public utility easements necessary for development of the Property are installed and available to serve such development with the exception of the alley, ancillary drainage improvements, and frontage improvements as conditioned for the Church Street Station project. These improvements will be constructed by the Landowner with project construction and dedicated to the City. Except as otherwise provided herein and for the payment of fees required hereunder, Landowner shall not be obligated to provide or share in the cost to provide any additional off-site utility or road improvements in connection with development of the Property. Provided, however, landowner will be required to: construct or finance the construction of all necessary connections to utility infrastructure; construct or finance the construction of on-site utility and driveway improvements, including but not limited to electric distribution facilities, street lights, driveways and provide related dedications of right-of-way and easements, all to City standards.

3.3 Environmental Documentation: Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the environmental documentation related to such development which are adopted by the City

3.4 Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.

3.5 Electric. Landowner shall provide electric utility improvements as provided in this section.

3.5.1 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the collectors and local residential streets within the property or within public easements granted by Landowner to City for such purposes. Accordingly, upon approval of the final small lot subdivision map (or any phase of it), or demand of the City based upon service needs (which may include needs generated by other development within the Property), whichever occurs first, Landowner agrees to grant and convey to City the rights-of-way for any collectors, local residential streets, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s),

Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements.

Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.

3.5.2 On-Site Electric Facilities. Electric facilities currently exist on the Property. Landowner agrees to construct, or finance the construction of on-site electric distribution facilities required to provide electric service to the Property as directed by the electric Utility Director in accordance with final on-site electric distribution designs for the Property in accordance with applicable City of Roseville Electric Utility Department specifications for such construction. Final on-site electric utility improvements including the undergrounding of the existing overhead electric facilities along the frontage of Church Street across Hickory & Ivy Streets to riser poles and streetlights will be designed upon receipt of approved and adopted improvement plans for the applicable plan area roadways.

3.5.3 Streetlights. Concurrently with the construction of the interior roadways, Landowner agrees to construct, or finance construction of streetlights within the Property, as directed by the Electric Utility Director. No street shall be opened to the public unless and until streetlights have been installed in accordance with the applicable requirements of the Electric Department.

3.5.4 Electrical Efficiency. In order to balance conservation efforts with energy supplies, residential air conditioning units shall have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum as defined in Federal Regulations 10 Code of Federal Regulations Section 430.2 (1991) adopted by the State of California in Title 24 of the Code of California Regulations. The SEER rating will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. As of the date of this Agreement, the applicable standards would require an increase of SEER rating from 10 to 12. This increase may be utilized in the overall energy compliance calculations required for the issuance of a building permit for a residential unit

### 3.6 Drainage.

3.6.1 Drainage Improvements. All drainage improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan review, construction inspection and final approval. Storm drainage from the site shall be disposed of in accordance with City Standards. Verification shall be submitted to the City to demonstrate that either the current infrastructure adequately transfers storm water from the site or additional storm water facilities shall be designed and constructed to meet that objective. Prior to the approval of any improvement plans an evaluation of the drainage facilities shall be submitted to and approved by the engineering department that depicts a design that is acceptable to the City Engineer. Landowner shall pay then current plan check and inspection costs as imposed by City for review and inspection of such improvements.

3.7 Water System Improvements. All water system improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as imposed by City for review and inspection of such improvements.

3.8 Sewer Improvements. All sanitary sewer improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan

review, construction inspection and final approval. Landowner shall pay then current plan check an' inspection costs as imposed by City for review and inspection of such improvements. Landowner shall pay all applicable sewer connection fees including.

3.8.1 Declaration of Restrictions. A declaration of restrictions shall be recorded, either in conjunction with the CC&R's or separately, which states that the sewer service to each lot may be conditioned upon the installation of a backwater valve to comply with City of Roseville Improvement Standards. In the event a backwater valve is called out on City approved plan, it shall be the responsibility of the owner of the residence to maintain the valve and prevent damage from occurring to any such residence, or its contents, due to the failure of the valve for any reason what-so-ever.

3.9 Road Improvements. Landowner, at its expense, shall provide the following road improvements in the manner and at the time as provided in this section.

3.9.1 Landowner Obligations. Roadway improvements shall include curb, gutter, sidewalk, utilities, street lights, drainage facilities, traffic signing and striping. Alley improvements shall include utilities, street lights, drainage facilities, traffic signing and striping.

3.9.2 Timing of Road Improvements.

3.9.2.A Rights-of-way. Upon recordation of a subdivision map for any portion of the Property, Landowner shall dedicate the rights-of-way within the Property required for the improvements described in this Section 3.9, and shown on the improvement plans and include the cost of construction of the improvements in this Section 3.9. All subsequent maps shall require that the improvements specified in this Section 3.9 be included as a condition to said maps.

3.9.2.B Sidewalks and landscaping, Sidewalks and landscaping to be installed within the road rights-of-way within the Property shall be installed concurrently with the subdivision improvements for any adjacent single-family residential-lot subdivision.

3.9.2.C Road Improvement Standards. All improvements to be installed by Landowner shall comply with the City's then current standards for public streets. The rights-of-way required for such road improvements shall be as conditioned with the subdivision.

3.10 Re-Circulating Hot Water System. For the purposes of providing a water conservation opportunity. The Developer shall install a re-circulating hot water system or similar technology that provides instantaneous hot water at each hot water faucet within each of the homes.

3.11 Landscape Setback. The final map shall reflect a thirty-five (35') foot landscape corridor along Church Street as illustrated on Exhibit B3. Such corridor shall be measured from back of curb. The landscape corridor shall be limited to landscaping, streetlights, utilities, sidewalks, sound walls and related uses, and shall be dedicated to the City as a separate lot or as roadway right-of-way as required by Public Works.

3.12 Community Benefit Fee. Landowner agrees to pay \$500 per residential unit into the City's General Fund due and payable at issuance of each building permit for single-family residential units on the Property. The City shall commit these fees towards local emission reducing efforts such as purchase and installation of particulate traps for City vehicles, towards the purchase of cleaner (lower emission) vehicles and equipment or other new technology that will aid in the improvement of local air quality.

## SECTION 4: CITY OBLIGATIONS

4.1 City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent, delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.2 No Credits or Reimbursements. Landowner will not be financing construction of any public improvements (except through its payment of fees) and, therefore, except as provided in said section, City shall have no obligation to give any credits against fees or provide any reimbursements to Landowner in connection with Landowners development of the Property.

4.3 Applications for Permits and Entitlements.

4.3.1 Action by City. City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall act upon such applications in a timely manner.

4.3.2 Maps and Permits. Provided that Landowner is not in default under this Agreement, City shall not cease to issue building permits or certificates of occupancy for development of the Property that is consistent with the Entitlements.

4.3.3 Personnel. Nothing in this Agreement shall be construed to require City to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of City.

4.4 No Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing or sequencing of development or prevent or conflict with the permitted uses, density and intensity of uses or the maximum building heights and sizes as set forth in the Entitlements. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, city-wide or area-wide basis and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by said public health or safety issue. City shall use its best efforts and due diligence to obtain the permits, approvals and financing necessary for such facilities and to design and complete the facilities on a timely basis.

By way of example only, an ordinance which precluded the issuance of a building permit because City had inadequate sewage transmission capacity to meet the demand therefore (either city-wide or in a designated sub-area of the City) would directly concern a public health issue under the terms of this paragraph and would support a denial of a building permit within the Property, so long as City were also denying city-wide or area-wide all other requests for building permits which require sewage transmission

capacity and City was using its best efforts to resolve such capacity problem. However, an attempt to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not directly concern a public health or safety issue under the terms of this paragraph.

4.5 Essence of Agreement. The foregoing Sections 2, 3 and 4 are of the essence of this Agreement.

## SECTION 5: DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty- (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty- (30) day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865. 1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

5.2 Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred

by the City to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

Upon not less than thirty (30) days written notice by the Planning Director of City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review.

5.3 Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar basis for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, the sole remedy of City for any default of this Agreement by Landowner shall be to terminate this Agreement and the vesting of the entitlements hereunder and to cease approving requests for development of the Property. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.6 Applicable Law and Attorneys' Fees. This Agreement shall be constructed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

## **SECTION 6: HOLD HARMLESS AGREEMENT**

Landowner and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Landowner, or of Landowners contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowners contractors or subcontractors, or by any one or more persons directly

or indirectly employed by, or acting as agent for, Landowner or Landowners contractors or subcontractors, unless such damage or claim arises from the negligence or misconduct of City. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore.

#### **SECTION 7: PROJECT AS A PRIVATE UNDERTAKING**

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

#### **SECTION 8: COOPERATION IN THE EVENT OF LEGAL CHALLENGE**

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

#### **SECTION 9: GENERAL**

**9.1 Enforceability.** The City agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, zoning ordinance, subdivision ordinance or building regulation adopted by City, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

**9.2 City Finding.** The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

**9.3 Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

**9.4 Severability.** Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law, provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of

its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

9.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Roseville Municipal Code, as it may be amended, provided that such amendments do not affect the rights granted to the parties by this Agreement.

9.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

9.7 Estoppel Certificate. Either party may, at anytime, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

## **SECTION 10: NOTICES**

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section-65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notice required to be given to the City shall be addressed as follows:

Planning Director  
City of Roseville  
316 Vernon Street, Room 104  
Roseville, CA 95678

Notice required to be given to the Landowner shall be addressed as follows:

Church Street Station, LLC  
2756 E. Bidwell Street, Suite 300-297  
Folsom, CA 95630

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

## **II ASSIGNMENT**

Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment, and the conveyance of Landowners Interest in the Property related thereto, Landowner shall be released from any further liability or obligation

hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

**III FORM OF AGREEMENT, EXHIBITS**

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of sixteen(16) pages and two (6) exhibits, which constitute the entire understanding and agreement of the parties.

Approved this 9th day September 2004 by the City Council of the City of Roseville.

CITY LANDOWNER

City of Roseville  
A Municipal Corporation

Church Street Station, LLC  
A Nevada Limited Liability Co.

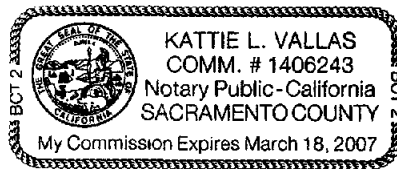
By: *W. Craig Robinson*  
W. CRAIG ROBINSON  
City Manager

By: *Randel N. Evans*  
RANDEL N. EVANS  
Its: Manager

ATTEST:

*Please see attached Acknowledgment  
Kattie Vallas, Notary Public*

By: *Sonia Orozco*  
SONIA OROZCO  
City Clerk



APPROVED AS TO FORM:

By: *Mark J. Doane*  
MARK J. DOANE  
City Attorney

**LIST OF EXHIBITS**

- A-1 Legal Description of the Property
- A-2 Legal Map of the Property
- B Entitlements:
  - B-1 Land Use Exhibit
  - B-2 Zoning Exhibit
  - B-3 Tentative Map
  - B-4 Design Review Permit Exhibits

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Sacramento } ss.

On September 13, 2004 before me, Kattie Vallas, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Randel Noble Evans  
Name(s) of Signer(s)

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.  
Kattie Vallas  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

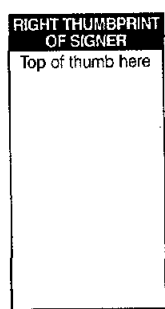
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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



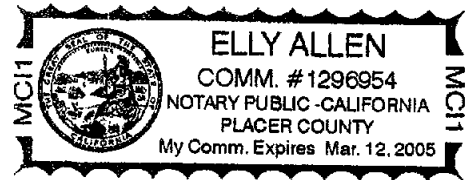
0904 0000 0096 0026

STATE OF CALIFORNIA            )  
  : ss.  
COUNTY OF PLACER            )

On this 24<sup>th</sup> day of September in the year of 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Craig Robinson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Elly Allen  
\_\_\_\_\_  
Notary Public in and for said State



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

Title or Type of Document: Development Agreement

Date of Document: September 9, 2004

Acknowledgment – All Purpose

# EXHIBIT A-1

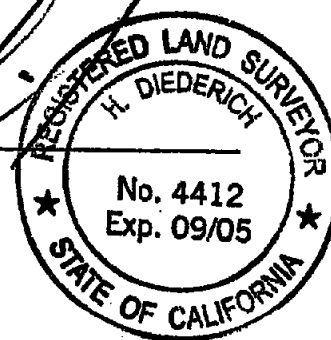
## LEGAL DESCRIPTION:

BEING A PARCEL OF LAND SITUATE IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND BEING ALL OF LOTS 1 THROUGH 25 WITHIN BLOCK 24 OF THAT CERTAIN SUBDIVISION MAP ENTITLED "ROSEVILLE HEIGHTS TRACT OF THE CITY OF ROSEVILLE", AS SAID MAP IS RECORDED AS MAP NO. 2 IN BOOK "B" OF MAPS, AT PAGE 51, PLACER COUNTY RECORDS SAID BLOCK BEING BOUNDED BY OAKLAND AVENUE, HICKORY STREET, CHURCH STREET AND IVY STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF OAKLAND AVENUE AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF ~~HICKORY STREET~~ AS SAID RIGHTS OF WAY ARE SHOWN ON SAID MAP; THENCE FROM SAID POINT OF BEGINNING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, S44°13'20"E 625.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CHURCH STREET AS SAID RIGHT OF WAY IS SHOWN ON SAID MAP; THENCE FROM LAST SAID POINT ALONG SAID NORTHWESTERLY RIGHT OF WAY, S45°46'07"W 250.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF IVY STREET AS SAID RIGHT OF WAY IS SHOWN ON SAID MAP; THENCE FROM LAST SAID POINT ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, N44°13'20"W 625.00 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF SAID OAKLAND AVENUE; THENCE FROM LAST SAID POINT ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, N45°46'07"E 250.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 3.59 ACRES MORE OR LESS OF LAND.



H. DIEDERICH, RLS 4412



SURVEYORS GROUP, INC.  
EVA 03-33  
07-09-03



# EXHIBIT B

(Consisting of B-1 through B-4)

# CHURCH STREET STATION

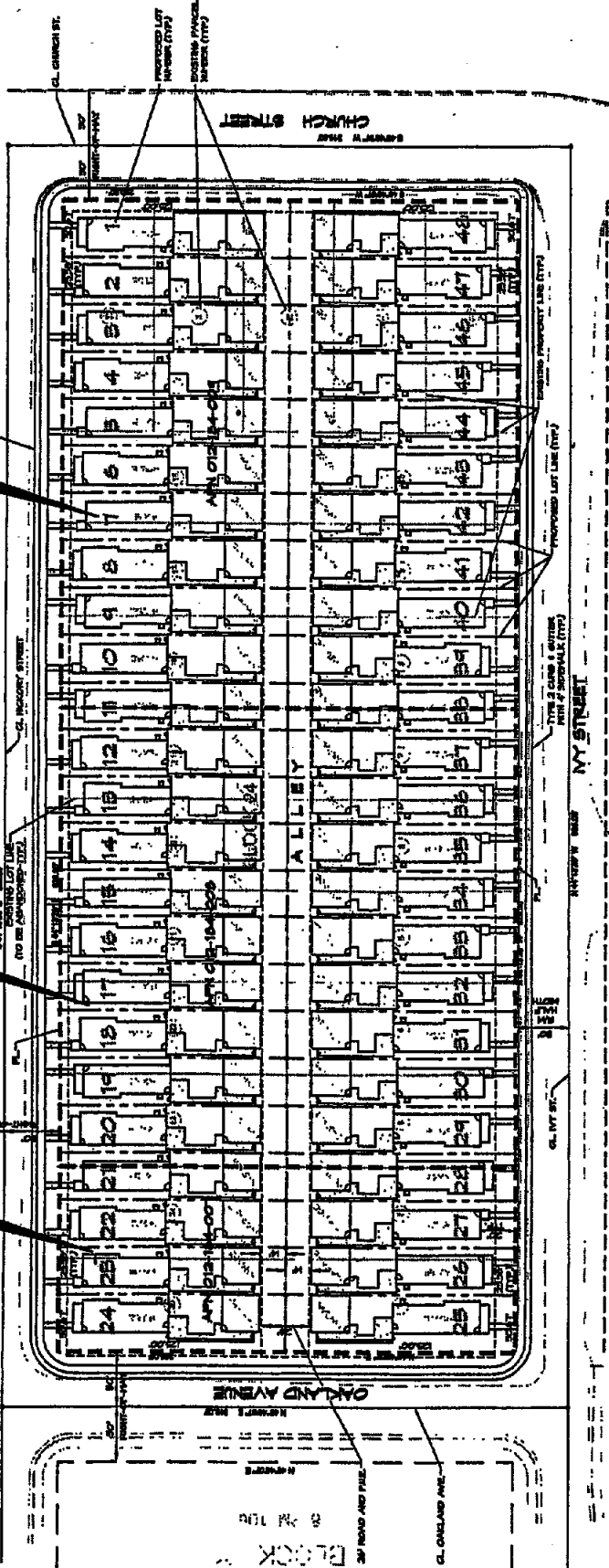
CITY OF ROSEVILLE • CALIFORNIA

SCALE 1" = 50'

APN 012-184-003  
EXISTING LAND USE: LIGHT INDUSTRIAL  
PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL

APN 012-184-007  
EXISTING LAND USE: MULTI-FAMILY RESIDENTIAL  
PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL

APN 012-184-004  
EXISTING LAND USE: LIGHT INDUSTRIAL  
PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL



**OWNER:**  
SUNBELT DEVELOPMENT, LLC  
1200 3600 0000 4050  
FOLSOM, CA 95630  
CONTACT: MICHAEL BRYAN

**ENGINEERS:**  
R&B ENGINEERING, INC.  
1000 J STREET  
ROSEVILLE, CA 95678  
PHONE: (916) 552-0020  
CONTACT: TERRY HALL

**PROJECT STATISTICS:**  
ADDRESSOR'S PARCELS: 012-184-001, 003 & 004  
STREET ADDRESS: 1200 3600 AVENUE  
ELECTRICITY: CITY OF ROSEVILLE  
WATER: CITY OF ROSEVILLE  
SEWER: CITY OF ROSEVILLE  
TELEPHONE: ROSEVILLE TELEPHONE  
FIRE: ROSEVILLE FIRE DEPARTMENT

**TOTAL IMPROVED AREAS:**  
EXISTING IMPROVED AREAS: 20,000 SFS (8.4 AC)  
PROPOSED IMPROVED AREAS: 20,000 SFS (8.4 AC)  
TOTAL IMPROVED AREAS: 40,000 SFS (16.8 AC)

**EXISTING UNIMPROVED AREAS:**  
ROSEVILLE BARRING TRACT: 6,250 SFS (2.5 AC)  
ROSEVILLE TRACT 1-2: 3,750 SFS (1.5 AC)  
TOTAL UNIMPROVED AREAS: 10,000 SFS (4.0 AC)

**EXISTING ZONING:**  
APN 012-184-001: L1  
APN 012-184-003: L1  
APN 012-184-004: L1

**PROPOSED ZONING:**  
APN 012-184-001: R2  
APN 012-184-003: R2  
APN 012-184-004: R2

**APN 012-184-001:** RESIDENTIAL  
**APN 012-184-003:** RESIDENTIAL  
**APN 012-184-004:** RESIDENTIAL

GENERAL PLAN AREA  
**CHURCH STREET**  
APN 012-184-001, 003, 004

**R&B**  
ENGINEERING, INC.  
1000 J STREET  
ROSEVILLE, CA 95678  
PHONE: (916) 552-0020







ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A DEVELOPMENT AGREEMENT REGARDING THE CHURCH STREET  
STATION, 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 Development Agreement with Church Street Station LLC.

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

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

SECTION 3. The Development Agreement by and between Church Street Station LLC and the City of Roseville, 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 4. The City Clerk is directed to record the executed 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 4th day of August, 2004, by the following vote on roll call:

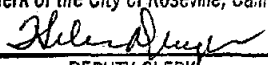
AYES	COUNCILMEMBERS:	Allard, Gray, Garbolino, Rockholm
NOES	COUNCILMEMBERS:	Roccucci
ABSENT	COUNCILMEMBERS:	None

  
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

Ord 4107  
30