

RECORDING REQUESTED BY
AND RETURN TO:

Record and When Recorded
Return Original To:

City Attorney's Office
City of Roseville
316 Vernon Street
Roseville, California 95678

91-035023

Total .00

Recorded
Official Records
County of
Placer
Mary Ann Hulse
Recorder
2:15pm 18-Jun-91

LW 30

SUPPLEMENTAL DEVELOPMENT AGREEMENT
PARCELS 21, 24, 25, 34, 40, 42, 43, 48, and 49
NORTH CENTRAL ROSEVILLE SPECIFIC PLAN AREA

THIS AGREEMENT is entered into this 14th day of June,
1991, by and between the City of Roseville, a municipal
corporation ("CITY") and Roseville Properties Investment Partners,
Ltd., a Texas limited partnership ("OWNER").

WITNESSETH:

A. OWNER and CITY entered into a Development Agreement (the
"Initial Agreement"), which was approved by the City Council of
CITY on September 5, 1990 and which was recorded on October 16,
1990 in the Official Records of Placer County as Instrument No.
90-67309.

B. The Initial Agreement provided for the formation of a
Community Facilities District ("CFD") and provided for the
financing through the CFD of various public improvements. As a
result of market conditions, the CFD will be able to initially
finance facilities with a cost of \$49,000,000. City and OWNER
wish to make specific provision for interim financing for certain
additional facilities (the "Parcel Specific Improvements").

C. CITY and OWNER wish to allocate the responsibility for
the interim financing for the Parcel Specific Improvements to
particular parcels owned by OWNER. CITY and OWNER wish to enter
into an agreement which will define the applicable financing
obligation for each such parcel (an "Obligated Parcel") and provide
for reimbursement when, and if, the CFD is able to finance the
facilities.

D. CITY and OWNER are authorized to enter into such an
agreement pursuant to Section 65864 et seq. of the Government Code
of the State of California.

4/16/91

1

FILED

AUG 01 1991

RMB91021

CITY OF ROSEVILLE
BY hkh

CF: 0401-03-09
NCRSP

E. The City Council of CITY has found and determined that this Agreement is consistent with the General Plan and the North Central Roseville Specific Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The real property which is the subject of this Agreement is described in Exhibit "A-1" and shown on Exhibit "A-2" attached hereto and incorporated herein by reference. Said real property is sometimes referred to herein as the "Property", the Obligated Parcels or one or more of Parcels 21, 24, 25, 34, 40, 42, 43, 48 or 49 of the North Central Roseville Specific Plan (the "NCRSP").

2. OWNER represents that it is the sole owner of the Property.

3. OWNER and CITY agree that the Initial Agreement contemplated that development of the Property required the completion of the Parcel Specific Improvements.

4. OWNER and CITY agree that the Obligated Parcels as designated in the NCRSP, the applicable Parcel Specific Improvements and the respective authorized costs thereof (the "Authorized Costs") are as follows:

<u>OBLIGATED PARCEL</u>	<u>PARCEL SPECIFIC IMPROVEMENT</u>	<u>AUTHORIZED COST</u>
21	Roseville Parkway, 2 lanes, Collector A to Pleasant Grove	\$ 325,000
21	Utility Trench and utilities Collector A to Pleasant Grove	400,000
24	Collector C, Frontage Improvements	325,000
25	Collector C, Frontage Improvements	550,000
34	Loop Water Line	410,000
34	Frontage Improvements, Stanford Ranch Road	285,000
40	Parcel 82 Bike Path	70,000
42	Parcel 101 Detention Basin	600,000
42	Eastpark Drive	2,255,000

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43	Parcel 101 Detention Basin	600,000
43	Pleasant Grove Boulevard, Lanes east of the median, median and utilities	825,000
43	Parcel 83 Bike Path	80,000
48	Pleasant Grove Boulevard, Lanes west of the median	775,000
48	Parcel 84 Bike Path	140,000
48	Parcel 101 Detention Basin	600,000
49	Parcel 49 Detention Basin	200,000
49	Roseville Parkway, 2 lanes, Washington Boulevard to Collector A	990,000
49	Utility Trench and utilities Washington Boulevard to Collector A	400,000

5. OWNER and CITY agree that no building permit shall be approved or issued for a structure upon an Obligated Parcel unless and until the OWNER has either a) completed construction of the Parcel Specific Improvement or Parcel Specific Improvements which are assigned to such Obligated Parcel (as set forth in Section 4) or b) posted security, in an amount and in a form satisfactory to CITY, sufficient to ensure completion of the Parcel Specific Improvement assigned to such Obligated Parcel prior to the issuance of the first Certificate of Occupancy for any structure to be located on the Property.

6. OWNER and CITY further agree that any tentative map, parcel map or use permit issued with respect to an Obligated Parcel shall be conditioned in a manner consistent with this Agreement.

7. CITY and OWNER agree that when, and if, a Parcel Specific Improvement has been accepted by CITY, OWNER (or OWNER's express assignee if an assignment is made in accordance with Section 10 below) may apply to CITY for reimbursement and, to the extent financing is available or becomes available from the CFD, CITY shall reimburse OWNER (or OWNER's express assignee) for the cost of the Parcel Specific Improvement, such reimbursement not to exceed the Authorized Cost set forth in Section 4. In the event that CITY receives reimbursement applications for completed Parcel

Specific Improvements specifying amounts which exceed, in the aggregate at any given time, the financing available from the CFD, CITY shall reimburse applicants in the order in which the Parcel Specific Improvements have been accepted by CITY, provided that any Parcel Specific Improvement constructed by OWNER pursuant to the Acquisition Agreement by and between CITY and OWNER dated May 8, 1991 (the "Acquisition Agreement") shall be acquired and financed in accordance therewith. In the event that the CFD is unable to generate financing sufficient to reimburse OWNER (or OWNER's express assignee) for the Parcel Specific Improvement prior to January 1, 1997, all rights of OWNER (or OWNER's express assignee) to reimbursement from the CFD shall expire. Nothing in this Agreement shall be construed to limit any rights, including reimbursement rights, OWNER may have under either the Amended and Restated Shortfall Agreement by and between CITY, OWNER and Roseville 150 Center dated May 8, 1991 or the Acquisition Agreement.

8. CITY and OWNER expressly agree that this Agreement imposes no obligation or limitation with respect to an Obligated Parcel other than for the construction of the Parcel Specific Improvement specifically assigned to such Obligated Parcel as set forth in Section 4. In the event that a Parcel Specific Improvement has been constructed and accepted by CITY, irrespective of by whom constructed or how financed, the applicable Obligated Parcel shall be relieved and fully excused from any and all obligations set forth in this Agreement with respect to such accepted Parcel Specific Improvement.

9. This Agreement is a covenant and, except as set forth in Section 10, shall run with the land. The burdens of this Agreement bind, and the benefits of the Agreement inure to the successors in interest of the parties. This Agreement shall be recorded in the Office of the Placer County Recorder.

10. CITY and OWNER agree that the reimbursement right, as to any individual Parcel Specific Improvement, created pursuant to Section 7 may be assigned to a party other than OWNER by express written instrument. OWNER shall transmit a copy of such instrument of assignment prior to or concurrently with any application for reimbursement. CITY agrees to accept and act upon an application from such Assignee in the same manner as if the application had been submitted by OWNER. In the event of such an express written assignment, OWNER (but not OWNER's express assignee) waives any and all rights to reimbursement with respect to the Improvement.

11. OWNER acknowledges that OWNER's obligations hereunder may be greater than CITY ordinarily could require, in the absence of this Agreement, as an exercise of its police power.

12. CITY agrees that unless this Agreement is amended or cancelled pursuant to the provisions of paragraphs 13 and 14 below, the Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or building regulation adopted by CITY. Nothing herein shall be construed to limit the authority of CITY to fix the amount of fees of general application which may otherwise be lawfully imposed by CITY.

13. The provisions of this Agreement shall be reviewed on an annual basis on such date as shall be established by CITY. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental entities, or enactment of conflicting state or federal laws or regulations.

14. Upon the occurrence of an event of default, CITY may terminate or modify this Agreement in accordance with procedures adopted by CITY. CITY does not waive any claim of defect in performance by OWNER if on periodic review it does not propose to modify or terminate this Agreement. All remedies at law or in equity which are not otherwise provided for in the Agreement or in CITY's regulations governing development agreements are available to the parties to pursue in the event there is a breach.

15. This Agreement may be amended or cancelled in whole or in part only by mutual consent of the parties or their successors in interest. Such amendments shall be recorded in the Office of the Placer County Recorder.

16. All notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to CITY shall be addressed as follows:

Director of Community Development
City of Roseville
405 Vernon Street
Roseville, CA 95678

Notice required to be given to OWNER shall be addressed as follows:

Roseville Properties Investment Partners, Ltd.
c/o RMB Realty, Inc.
Suite 120
2240 Douglas Boulevard
Roseville, California 95661
Attn: Gary Miller

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.

17. OWNER shall defend, indemnify and hold harmless CITY, its officers, agents, and employees from liability or claims for damage of any nature, including but not limited to personal injury, including death, or property damage, which may arise from or be connected with the direct or indirect operations, inaction, or actions of OWNER or its contractors, subcontractors, agents or employees arising out of or connected with this Agreement.

18. If legal action is brought by either party against the other for breach of this Agreement or to compel performance of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

19. 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.

20. OWNER shall notify the CITY in writing if any interest in the land and/or project is transferred. Said notice shall include the legal name of the new party(ies) and their current mailing address.

21. This Agreement shall be subject to and construed in accordance and harmony with Article 30 of Ordinance 802 of the City of Roseville (The Zoning Ordinance) as it may be amended, provided that such amendments do not effect the rights granted to the parties by this Agreement.

22. This Agreement supplements, but does not replace or supersede, that certain Development Agreement by and between RPIP and CITY which was approved by CITY on September 5, 1990, and which was recorded on October 16, 1990 as Instrument No. 90-67309 Official Records of Placer County, to the extent that such Agreement was or is applicable to the Property.

23. The term of the this Development Agreement shall terminate as to each of the parcels identified in Section 1 hereof upon the earlier of a) the termination of the Initial Agreement, b) the acceptance by CITY of all the Parcel Specific Improvements assigned to such parcel in Section 4 hereof and the reimbursement of all related Authorized Costs, or c) the acceptance by CITY of all the Parcel Specific Improvements assigned to such parcel in Section 4 hereof and the expiration of the related reimbursement right hereunder.

24. The following exhibits are attached hereto and incorporated herein by reference:

A-1 Legal Description of the Property

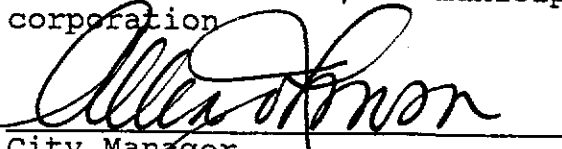
A-1(a)	Parcel 21
A-1(b)	Parcel 24
A-1(c)	Parcel 25
A-1(d)	Parcel 34
A-1(e)	Parcel 40
A-1(f)	Parcel 42
A-1(g)	Parcel 43
A-1(h)	Parcel 48
A-1(i)	Parcel 49

A-2 Diagram of the Property

A-2(a)	Parcel 21
A-2(b)	Parcel 24
A-2(c)	Parcel 25
A-2(d)	Parcel 34
A-2(e)	Parcel 40
A-2(f)	Parcel 42
A-2(g)	Parcel 43
A-2(h)	Parcel 48
A-2(i)	Parcel 49

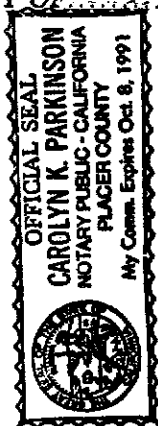
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed in duplicate pursuant to Ordinance No. 2419, adopted by the Council of the City of Roseville on the 15th day of May, 1991, and OWNER has caused this agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation


City Manager

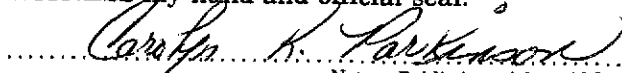
STATE OF CALIFORNIA

COUNTY OF PLACER



On this 14th day of June in the year of 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson, personally known to me (or proved 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.


Notary Public in and for said State.

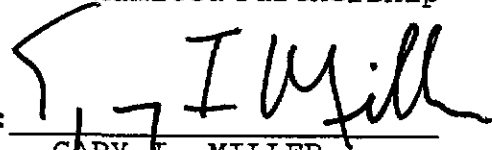
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Cowdery's Form No. 10G — ACKKNOWLMENT — All Purpose — (1/91)

33023

ROSEVILLE PROPERTIES
INVESTMENT PARTNERS LTD.,
a Texas Limited Partnership

Dated: _____, 1991

By: 
GARY F. MILLER
General Partner

4/16/91

8

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33023

STATE OF CALIFORNIA

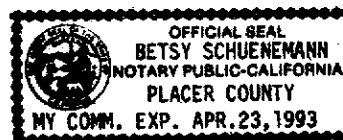
COUNTY OF Placer

On May 8, 1991, before me, the undersigned
notary public, personally appeared GARY I. MILLER,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence to

be the person who executed this instrument as a General Partner on
behalf of Roseville Properties Investment Partners, Ltd., a Texas
Limited Partnership, and acknowledged to me that he executed it,
and that the partnership executed it.

Betsy Schuenemann
NOTARY PUBLIC



4/16/91

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NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

PARCEL 21

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 21, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT
ENTITLED "REGIONAL 65 CENTRE" FILED SEPTEMBER 25, 1990, IN BOOK
"R" OF MAPS, PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY.

EXHIBIT A-1(a)

DESCRIPTION OF PARCEL 21

04/24/91

RMB91030

35023

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

PARCEL 24

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 24, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT
ENTITLED "REGIONAL 65 CENTRE" FILED SEPTEMBER 25, 1990, IN BOOK
"R" OF MAPS, PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY.

EXHIBIT A-1(b)

DESCRIPTION OF PARCEL 24

04/24/91

RMB91030

35023

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

PARCEL 25

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 25, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT
ENTITLED "REGIONAL 65 CENTRE" FILED SEPTEMBER 25, 1990, IN BOOK
"R" OF MAPS, PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY.

EXHIBIT A-1(c)

DESCRIPTION OF PARCEL 25

04/24/91

RMB91030

35023 17

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

PARCEL 34

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 34, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT
ENTITLED "REGIONAL 65 CENTRE" FILED SEPTEMBER 25, 1990, IN BOOK
"R" OF MAPS, PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY.

EXHIBIT A-1(d)

DESCRIPTION OF PARCEL 34

04/24/91

RMB91030

35023

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

PARCEL 40

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 40, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT
ENTITLED "REGIONAL 65 CENTRE" FILED SEPTEMBER 25, 1990, IN BOOK
"R" OF MAPS, PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY.

EXHIBIT A-1(e)

DESCRIPTION OF PARCEL 40

04/24/91

RMB91030

35023

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

PARCEL 42

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 42, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT
ENTITLED "REGIONAL 65 CENTRE" FILED SEPTEMBER 25, 1990, IN BOOK
"R" OF MAPS, PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY.

EXHIBIT A-1(f)

DESCRIPTION OF PARCEL 42

04/24/91

RMB91030

35023

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

PARCEL 43

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 43, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT
ENTITLED "REGIONAL 65 CENTRE" FILED SEPTEMBER 25, 1990, IN BOOK
"R" OF MAPS, PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY.

EXHIBIT A-1(g)

DESCRIPTION OF PARCEL 43

04/24/91

RMB91030

35023

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

PARCEL 48

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 48, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT
ENTITLED "REGIONAL 65 CENTRE" FILED SEPTEMBER 25, 1990, IN BOOK
"R" OF MAPS, PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY.

EXHIBIT A-1(h)

DESCRIPTION OF PARCEL 48

04/24/91

RMB91030

35023

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

PARCEL 49

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 49, AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PLAT
ENTITLED "REGIONAL 65 CENTRE" FILED SEPTEMBER 25, 1990, IN BOOK
"R" OF MAPS, PAGE 24, OFFICIAL RECORDS OF PLACER COUNTY.

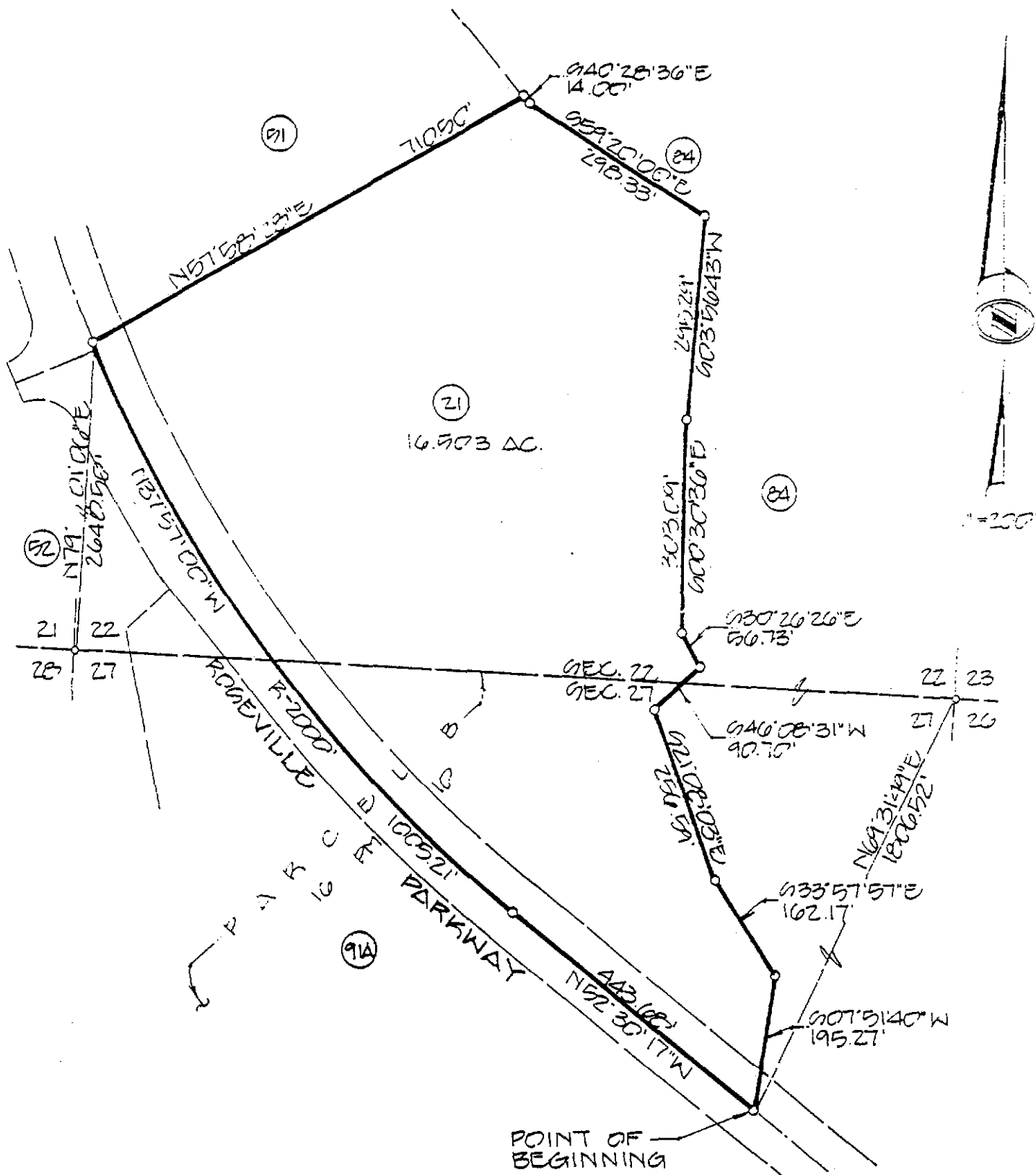
EXHIBIT A-1(i)

DESCRIPTION OF PARCEL 49

04/24/91

RMB91030

35023



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

PROJECT

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 21 (GREEN)

DATE

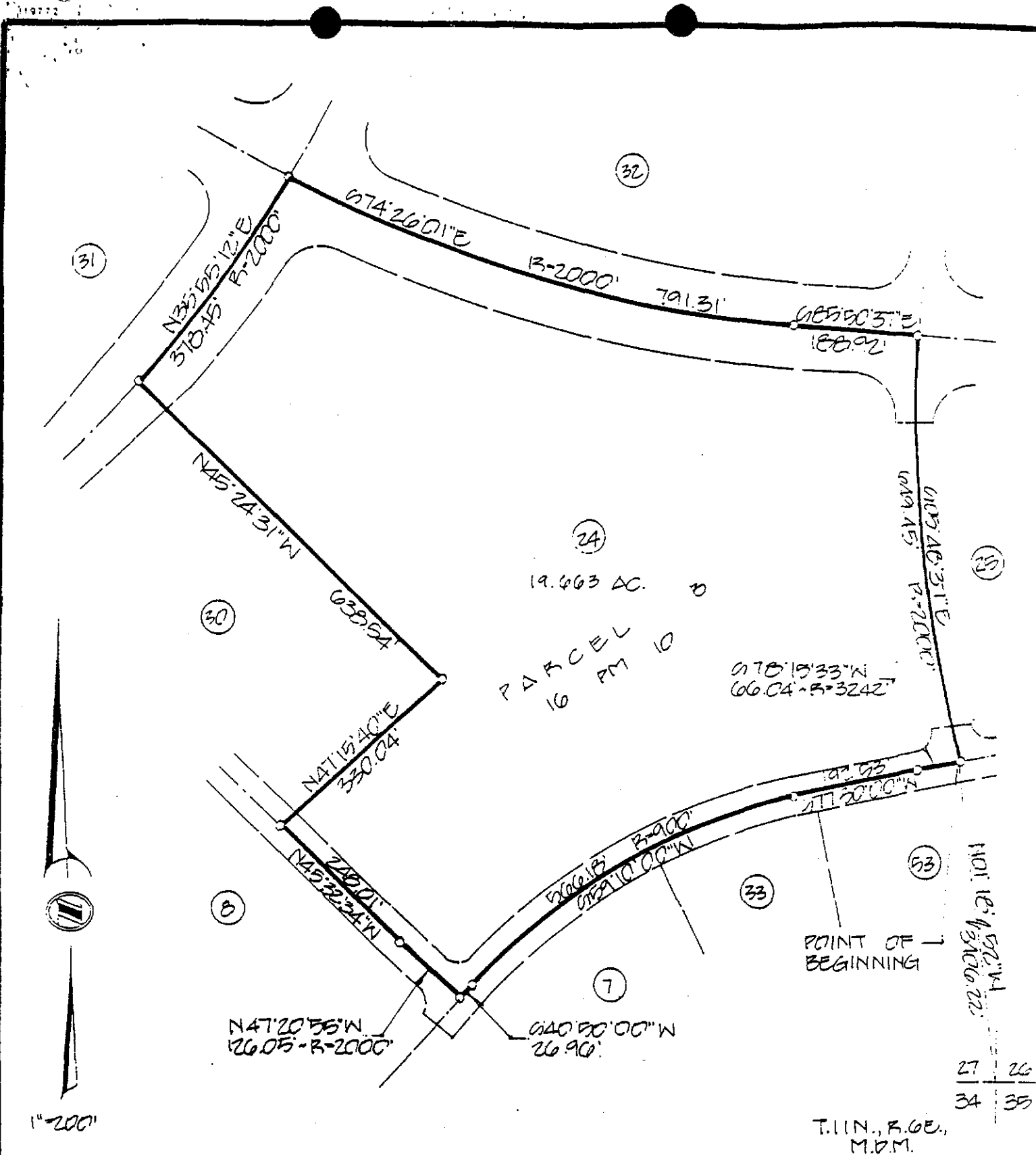
JAN. 1990

JOB NO.

890266

EXHIBIT A-2(a)

35023



MORTON & PITALO, INC.

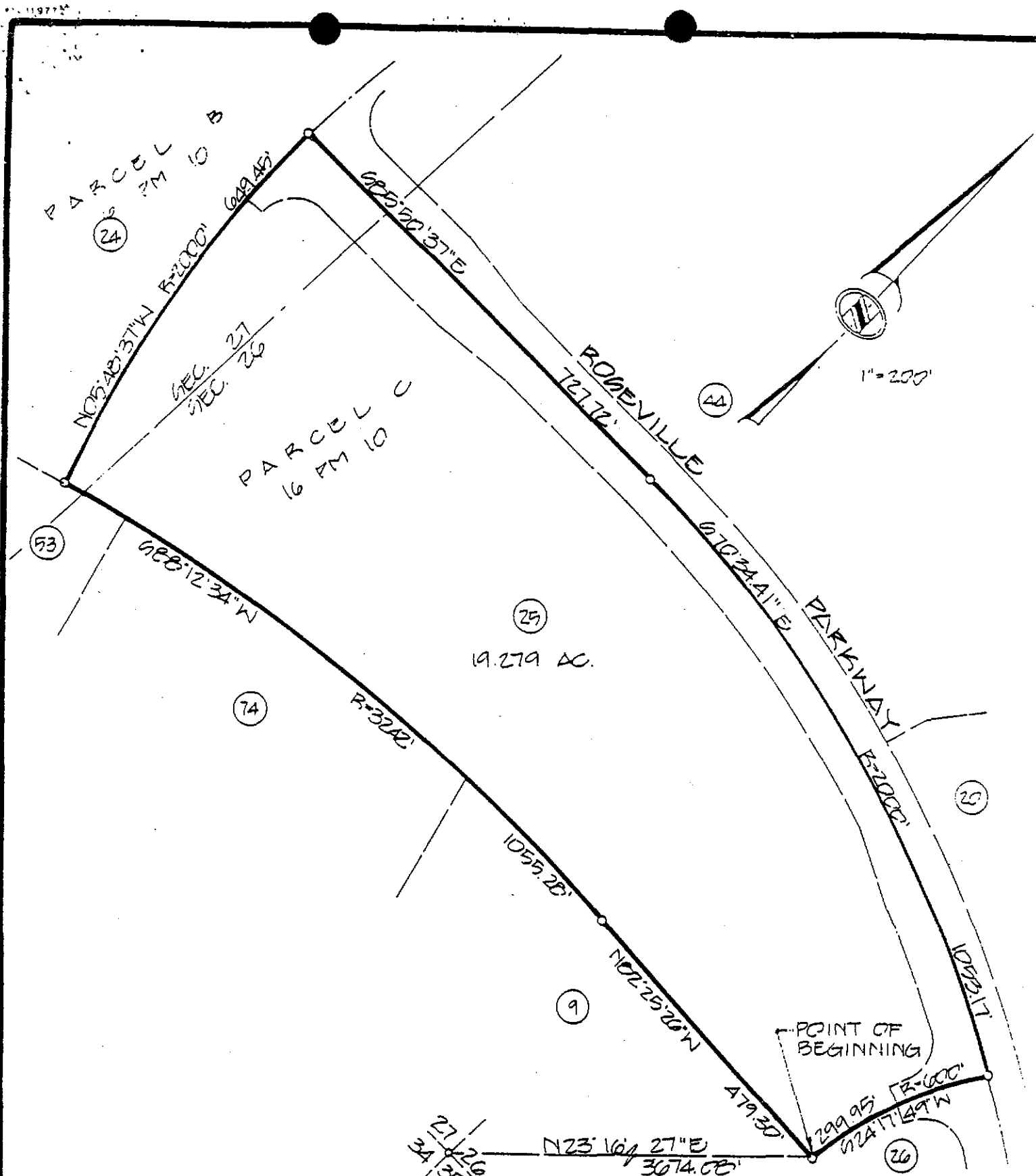
CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY 1990

JOB NO.
890266

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 24 (GROUP)

EXHIBIT A-2(b) -
35023 20



MORTON & PITALO, INC.

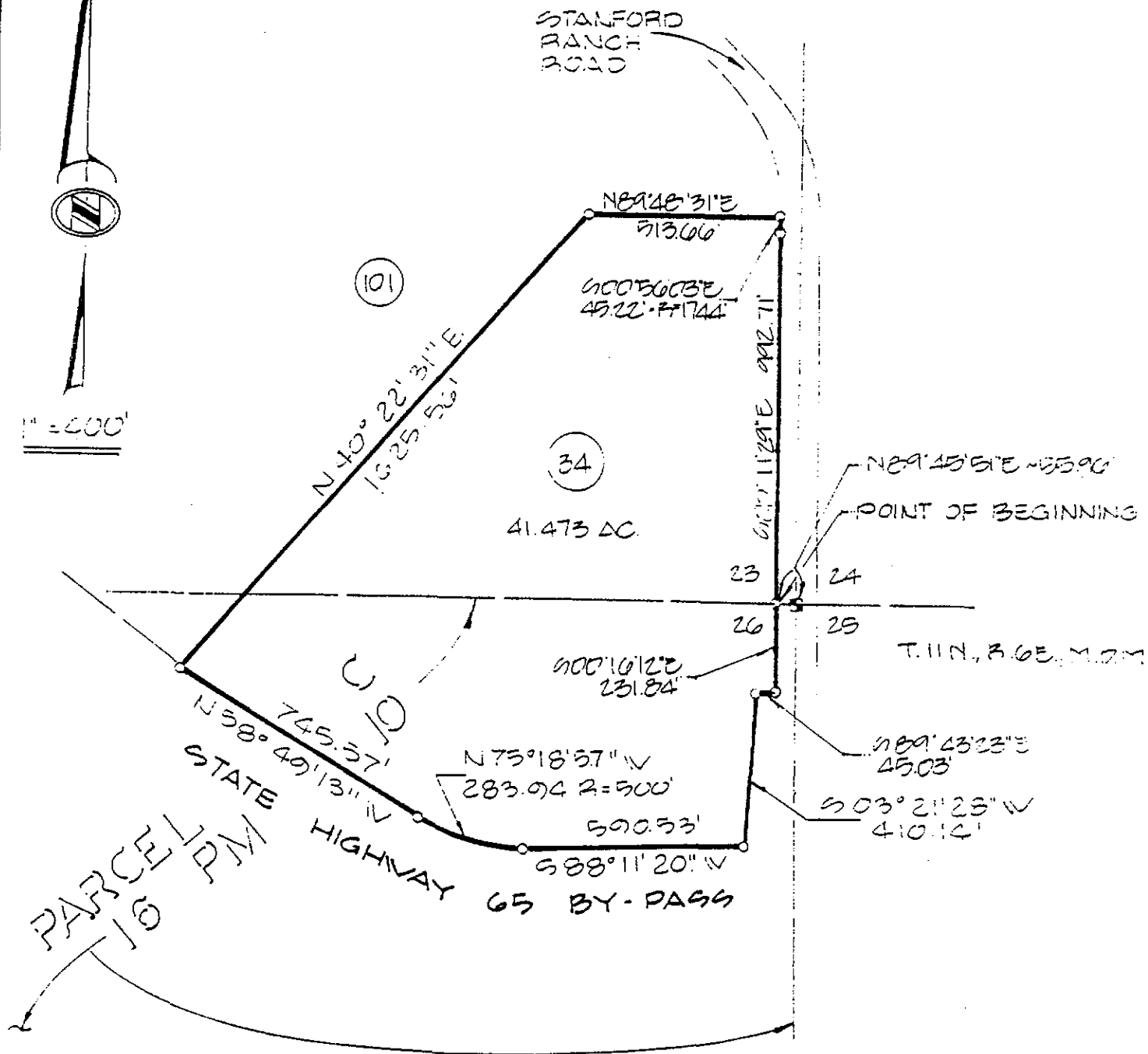
CIVIL ENGINEERING • PLANNING • SURVEYING

DATE
MAY, 1990

JOB NO.
8002166

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 25 (GROSS)

EXHIBIT A-2(c) -
35023 21



MORTON & PITALO, INC.

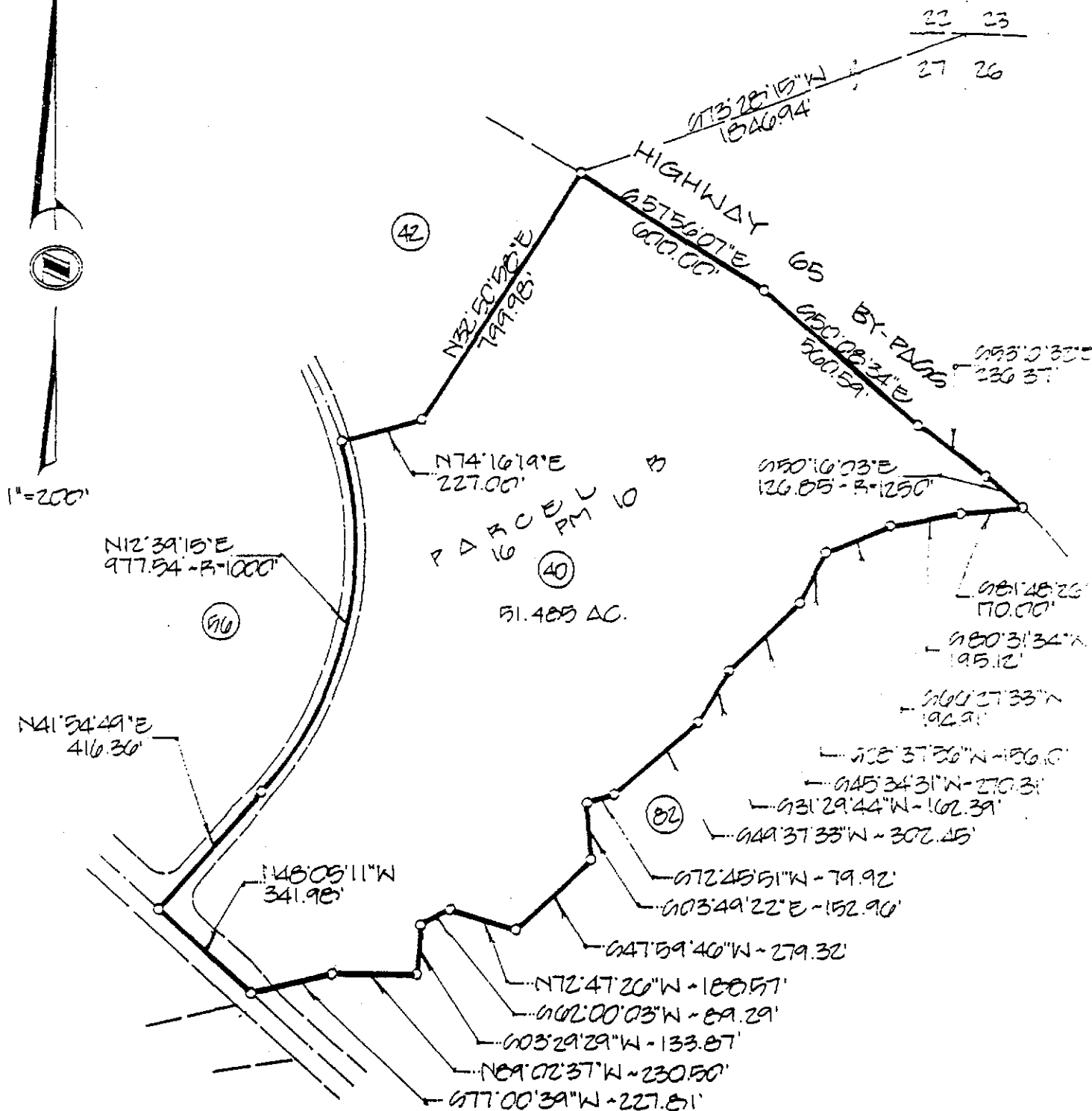
CIVIL ENGINEERING · PLANNING · SURVEYING

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 34

DATE
MAY, 1990

JOB NO.
890260

EXHIBIT A-2(d)
35023



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE

MAY, 1990

JOB NO.

890266

PROJECT

NORTH CENTRAL ROCHEVILLE SPECIFIC PLAN
PARCEL 40 (GROWN)

EXHIBIT A-2(e) -

35023 23



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

PROJECT

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 42 (GROWN)

DATE _____

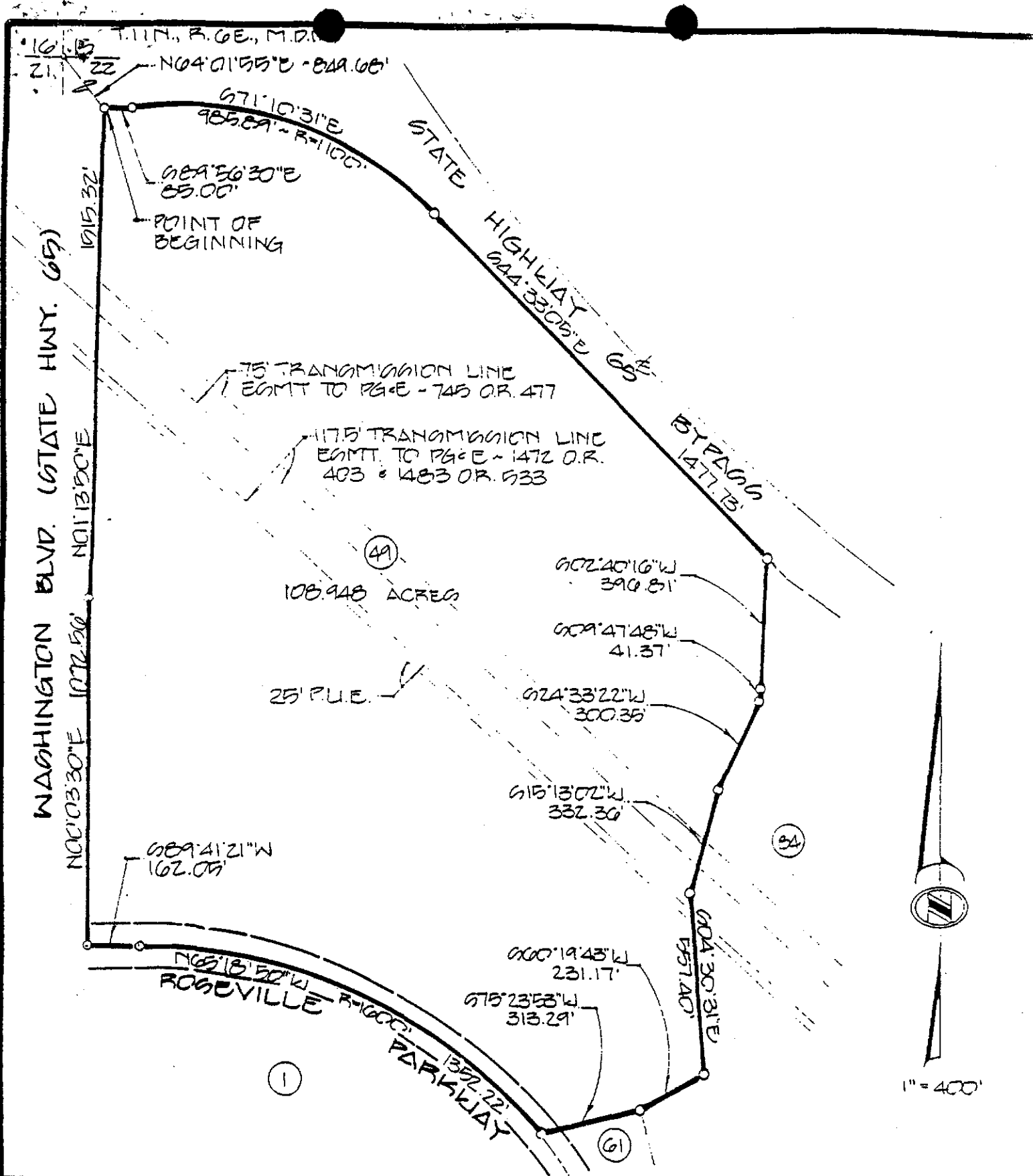
MAY, 1990

JOB NO.

290266

EXHIBIT A-2(f)-

35023 *24*



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 49 (GROUN)

DATE MAY 1990
JOB NO. 890266

EXHIBIT A-2(i)

35023

27

100C

ORDINANCE NO. 2421

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SUPPLEMENTAL DEVELOPMENT AGREEMENT WITH
ROSEVILLE PROPERTIES INVESTMENT PARTNERS, LTD.
FOR PROPERTY LOCATED WITHIN THE NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN AREA AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article 30 of Ordinance No. 802, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Supplemental Development Agreement for property owned by Roseville Properties Investment Partners, Ltd., located within the North Central Roseville Specific Plan Area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Supplemental Development Agreement for a portion of property known as North Central Roseville Specific Plan Area, and makes the following findings:

1. The Supplemental Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the North Central Roseville Specific Plan;
2. The Supplemental 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 Supplemental Development Agreement is in conformity with public convenience, general welfare and good land use practice;
4. The Supplemental Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
5. The Supplemental Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

6. The development permitted by the Supplemental Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the development agreement.

SECTION 3. The Supplemental Development Agreement by and between Roseville Properties Investment Partners, Ltd., and the City of Roseville, relating to the North Central Roseville Specific Plan Area 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 Supplemental 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 15th day of May, 1991, by the following vote on roll call:

AYES COUNCILMEMBERS: Bill Santucci, Harry Crabb, Jr., John Byouk
Mel Hamel, Pauline Roccucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

Pauline Roccucci
MAYOR

ATTEST:

Charles K. Harrison
ASSISTANT CITY CLERK

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

ATTEST:
Janet L. Gaudin
City Clerk of the City of Roseville, California
DEPUTY CLERK

35023