

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383



PLACER, County Recorder

JIM MCCAULEY

DOC- 2010-0022244-00

Thursday, MAR 25, 2010 10:08:58

NOC \$0.00

Ttl Pd \$0.00

Rcpt # 0002035352

ocg/CG/1-16

(THIS SPACE RESERVED FOR RECORDER'S USE)

TWENTY-FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GVSW ROSEVILLE, LLC AND BALOGH-GLIMCHER FAMILY PREHM, LLC AND ABA-ROSEVILLE, LLC RELATIVE TO THE DEVELOPMENT KNOWN AS REGIONAL 65 CENTRE

20

Record and When Recorded
Return Original to:
City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

TWENTY-FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE
AND GVSU ROSEVILLE, LLC and
BALOGH-GLIMCHER FAMILY PREHM, LLC and ABA-ROSEVILLE, LLC
RELATIVE TO THE DEVELOPMENT KNOWN AS REGIONAL 65 CENTRE

January 2010
(Parcel 40C)

THIS TWENTY-FIRST AMENDMENT to the Development Agreement relative to the development known as Regional 65 Centre is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City") and GVSU Roseville, LLC, a California limited liability company, as to its 88.5% undivided interest in Sub-Parcels 2-10 of Parcel 40C, and Balogh-Glimcher Family Prehm, LLC, a Colorado limited liability company, as to its 11.5% undivided interest in Sub-Parcels 2-10 of Parcel 40C (collectively "Developer"), and ABA-Roseville, LLC, a Delaware limited liability company as to Sub-Parcel 1 of Lot 40C ("ABA"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. The City and Roseville Properties Investment Partners Ltd. ("RPIP") entered into a Development Agreement regarding certain property known as Regional 65 Centre (the "Development Agreement"), which was approved by the City Council of City of September 5, 1990, and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.

B. On September 20, 1995, City and RPIP, by Ordinance No. 2917, entered into the First Amendment of the Development Agreement (the "First Amendment"). The First Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059717.

C. On October 4, 1995, City and RPIP, by Ordinance No. 2921, entered into the Second Amendment of the Development Agreement (the "Second Amendment"). The Second Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059585.

D. On December 6, 1995, City and RPIP, by Ordinance No. 2937, entered into the Third Amendment of the Development Agreement (the "Third Amendment"). The Third Amendment was recorded on January 12, 1996, in the Official Records of Placer County as Instrument No. 96-002-015.

E. On February 5, 1996, City and RPIP, by Ordinance No. 2955, entered into the Fourth Amendment of the Development Agreement (the "Fourth Amendment"). The Fourth Amendment was recorded on February 9, 1996, in the Official Records of Placer County as Instrument No. 96-007432.

F. On June 23, 1997, City and RPIP, by Ordinance No. 3108, entered into the Fifth Amendment of the Development Agreement (the "Fifth Amendment"). The Fifth Amendment was recorded on October 30, 1997, in the Official Records of Placer County as Instrument No. 97-0067514-00.

G. On September 16, 1998, City and Richland Irvine, Inc. ("Richland") by Ordinance No. 3261, entered into the Sixth Amendment of the Development Agreement (the "Sixth Amendment"). The Sixth Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020245.

H. On November 4, 1998, City and Richland by Ordinance No. 3280, entered into the Seventh Amendment of the Development Agreement (the "Seventh Amendment"). The Seventh Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020246.

I. On May 17, 2000, City and Richland by Ordinance No. 3516, entered into the Eighth Amendment of the Development Agreement (the "Eighth Amendment"). The Eighth Amendment was recorded on June 21, 2000, in the Official Records of Placer County as Instrument No. 2000-0044211.

J. On February 9, 2000, City and Richland by Ordinance No. 3469, entered into the Ninth Amendment of the Development Agreement (the "Ninth Amendment"). The Ninth Amendment was recorded on March 27, 2000, in the Official Records of Placer County as Instrument No. 00-0019534.

K. On July 19, 2000, City and Parkland Reserve, Inc. by Ordinance No. 3551, entered into the Tenth Amendment of the Development Agreement (the "Tenth Amendment"). The Tenth Amendment was recorded on September 28, 2000, in the Official Records of Placer County as Instrument No. 00-0071888.

L. On November 15, 2000, City and Richland by Ordinance No. 3589, entered into the Eleventh Amendment of the Development Agreement (the "Eleventh Amendment"). The Eleventh Amendment was recorded on December 29, 2000, in the Official Records of Placer County as Instrument No. 2000-0101231.

M. On December 20, 2000, City and Richland's successor for Parcels 38, 39A and 39B only, by Ordinance No. 3603, entered into the Twelfth Amendment of the Development Agreement (the "Twelfth Amendment"). The Twelfth Amendment was recorded on March 16, 2001, in the Official Records of Placer County as Instrument No. 2001-0022571.

N. On October 24, 2001, City and Richland, by Ordinance No. 3746, entered into the Thirteenth Amendment of the Development Agreement (the "Thirteenth Amendment"). The Thirteenth Amendment was recorded on December 18, 2001, in the Official Records of Placer County as Instrument No. 2001-0136402.

O. On April 7, 2004, City and Richland, by Ordinance No. 4065, entered into the Fourteenth Amendment of the Development Agreement (the "Fourteenth Amendment"). The Fourteenth Amendment was recorded on May 21, 2004, in the Official Records of Placer County as Instrument No. 2004-0065180.

P. On September 17, 2003, City and Richland, by Ordinance No. 3989, entered into the Fifteenth Amendment of the Development Agreement (the "Fifteenth Amendment"). The

Fifteenth Amendment was recorded on November 25, 2003, in the Official Records of Placer County as Instrument No. 2003-0198375.

Q. On March 17, 2004, City and Richland's successor-in-interest, Tim Lewis Communities, by Ordinance No. 4058, entered into the Sixteenth Amendment of the Development Agreement (the "Sixteenth Amendment"). The Sixteenth Amendment was recorded on May 3, 2004, in the Official Records of Placer County as Instrument No. DOC-2004-0054200.

R. On February 16, 2004, City and Richland's successor in interest for NCRSP Parcel 20A, by Ordinance No. 4188, entered into the Seventeenth Amendment of the Development Agreement (the "Seventeenth Amendment"). The Seventeenth Amendment was recorded on May 5, 2005, in the Official Records of Placer County as Instrument No. DOC-2005-0057114.

S. On July 20, 2005, City and Richland, by Ordinance No. 4246 entered into the Eighteenth Amendment of the Development Agreement (the "Eighteenth Amendment"). The Eighteenth Amendment was recorded on September 20, 2005, in the Official Records of Placer County as Instrument No. DOC-2005-0125801.

T. Concurrent with the Eighteenth Amendment, as set forth in paragraph S above, on July 20, 2005, City and Richland, by Ordinance No. 4247, entered into the Nineteenth Amendment of the Development Agreement (the "Nineteenth Amendment"). The Nineteenth Amendment was recorded on September 20, 2005, in the Official Records of Placer County as Instrument No. DOC-2005-0125802.

U. , On September 7, 2005, City and Richland's successor in interest for NCRSP Parcel 20C, by Ordinance No. 4278, entered into the Twentieth Amendment of the Development Agreement (the "Twentieth Amendment"). The Twentieth Amendment was recorded on November 8, 2005, in the Official Records of Placer County as Instrument No. DOC-2005-00149993.

V. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.

W. The subject of this Amendment is the extension of time within which the Developer and ABA shall be required to complete certain improvements with respect to Parcel 40C and contribute to the construction of a pedestrian bridge and the installation of an electrical power line extension, all as more fully set forth herein.

X. The property subject to this Amendment, North Central Roseville Specific Plan ("NCRSP") Parcel 40C, has been further subdivided into Sub-Parcels 1-10 and is described in **Exhibit A-1** and shown on **Exhibit A-2**, attached hereto and incorporated herein by reference (hereinafter, the "Property").

AGREEMENT

NOW, THEREFORE, City and Developer agree as follows:

1. Amendment of Development Agreement. The parties agree to amend the Development Agreement, as set forth herein below. The parties further agree that all provisions of the Development Agreement shall continue to apply to the Property to the extent required under the Development Agreement.

a. The prior Section 2.E.9 of the Development Agreement, entitled Pedestrian Access Between Galleria and Parcel 40, is amended to add the following language at the end of the existing paragraph:

"Developer and ABA will provide, either jointly or separately, a construction bond or letter of credit for their allocated portion of the cost (\$62,500.00) for the proposed pedestrian bridge connecting Parcel 40 to the Galleria Mall owned by Westfield prior to the issuance of any additional building permit on any of the sub-parcels (lots) of Parcel 40C. Nothing in this Section shall be interpreted to limit the contribution requirements of Parcels 40A, 40B and 40D or any other parcels."

2. The Development Agreement is amended to add the following Section 2.E.10:

"2.E.10. Electric Line Extension. Installation of two mainline electrical circuits from the Park Substation expansion located on NCRSP Parcel 62 to the project site is required to serve the anticipated buildout of NCRSP Parcel 40. Condition #88 of the Major Project Permit for Parcel 40C (MPP-000016 Highland Village – subject project) states that "[t]he developer will be responsible for the installation of 8-4" C's from the Park Substation expansion located on NCRSP Parcel 62 to the project site. All costs associated with the installation of the conduit system by the developer and the costs associated with the installation of 3-1000mcm cables by Roseville Electric will be the responsibility of the developer. (Electric)." At Roseville Electric's discretion, four six-inch conduits may be installed in-lieu of eight four-inch conduits. Developer shall have until January 1, 2012 to commence installation of said circuits. Installation shall be completed within 180 days from the date construction commences. Further extensions of time may be granted by the City of Roseville and Roseville Electric pending future power demand requirements and economic conditions. Provided, however, that City reserves the right to withhold issuance of building permits for future buildings on NCRSP Parcel 40C should existing power distribution facilities be found insufficient to accommodate electrical demand."

3. The property subject to this Twenty-First Amendment is and shall be Parcel 40C of the North Central Roseville Specific Plan (as described in **Exhibit A-1** and shown on **Exhibit A-2**) and no other property. This Twenty-First Amendment shall apply to such parcel as its interests appear. With respect to land subject to the Development Agreement which is not part of the property subject to this Twenty-First Amendment, the Development Agreement shall continue to apply (except to the extent that portions of such land have been terminated as provided in Section 1.B of such Agreement).

4. All provisions of the Development Agreement not otherwise inconsistent with this Twenty-First Amendment are and shall remain in full force and effect. Such provisions are herewith reenacted, readopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Twenty-First Amendment and the re-adoption and ratification are consistent with the Roseville General Plan, and North Central Roseville Specific Plan as amended and the EIR certified by the City of Roseville on May 31, 1990.

5. This Agreement may be executed in counterparts, each of which should be deemed an original, and all of which together shall constitute one agreement. The signature of any party to any counterpart may be appended to any other counterpart, and when so appended, shall constitute an original.

SIGNATURES FOLLOW

Approved and adopted pursuant to Ordinance No. 4815, this 17th day of March, 2010.

CITY:

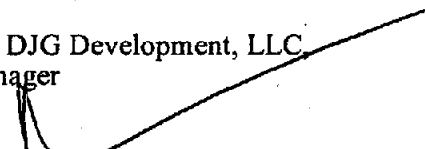
CITY OF ROSEVILLE,

By: 
Michael T. Shellito
Interim City Manager

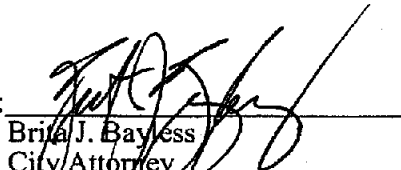
DEVELOPER:

GVS Roseville, LLC, a California
A municipal corporation limited liability
company

By: DJG Development, LLC
Its Manager

By: 
David J. Glimcher, Its Manager

APPROVED AS TO FORM:

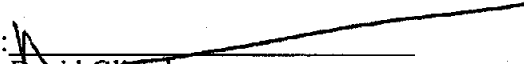
BY: 
Brian J. Bayless
City Attorney

By: BALOGH-GLIMCHER FAMILY
PREHM, LLC, a Colorado
limited liability company

By: _____
Robert Balogh

ATTEST:

BY: 
Sonia Orozco
City Clerk

By: 
David Glimcher

ABA-ROSEVILLE, LLC,
a Delaware limited liability company

By: _____
Scott Brown, Its _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

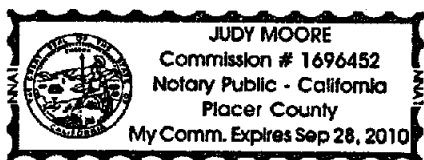
State of California

County of Placer

On March 18, 2010 before me, Judy Moore, Notary Public

personally appeared Michael T. Shellito

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Judy Moore

Signature of Notary Public

Place Notary Seal Above

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: 2nd Amendment to Development Agreement

Document Date: January 2010

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

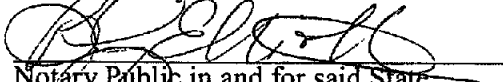
Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF ARIZONA)
 : ss.
County of Maricopa)

On this 19th day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared David Glimcher, personally known to me/proved to me on the basis of satisfactory evidence 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said State



STATE OF _____)
 : ss.
County of _____)

On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Balogh, personally known to me/proved to me on the basis of satisfactory evidence 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

STATE OF CALIFORNIA)
 : ss.
County of Placer)

On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me/proved to me on the basis of satisfactory evidence 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

Approved and adopted pursuant to Ordinance No. _____, this _____ day of _____, 2010.

CITY:

CITY OF ROSEVILLE,

By: _____
Michael T. Shellito
Interim City Manager

DEVELOPER:

GVS Roseville, LLC, a California
A municipal corporation limited liability
company

By: DJG Development, LLC,
Its Manager

By: _____
David J. Glimcher, Its Manager

APPROVED AS TO FORM:

BY: _____
Brita J. Bayless
City Attorney

By: BALOGH-GLIMCHER FAMILY
PREHM, LLC (a Colorado
limited liability company)

By: _____
Robert Balogh

ATTEST:

By: _____
David Glimcher

BY: _____
Sonia Orozco
City Clerk

ABA-ROSEVILLE, LLC,
a Delaware limited liability company

By: _____
Scott Brown, Its _____

STATE OF ARIZONA

)
: ss.
)

County of Maricopa

On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared David Glimcher, personally known to me/proved to me on the basis of satisfactory evidence 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

STATE OF Florida)
County of Miami Dade : ss.
)

On this 19th day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Balogh, personally known to me/proved to me on the basis of satisfactory evidence 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS [Signature] my hand and official seal.

Notary Public in and for said State

NOTARY PUBLIC-STATE OF FLORIDA
L. Ellingsworth
Commission #DD908578
Expires: SEP. 06, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF CALIFORNIA)
County of Placer : ss.
)

On this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me/proved to me on the basis of satisfactory evidence 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

Approved and adopted pursuant to Ordinance No. _____, this _____ day of _____, 2010.

CITY:

CITY OF ROSEVILLE,

By: _____
W. Craig Robinson
City Manager

APPROVED AS TO FORM:

BY: _____
Robert Schmitt
City Attorney

ATTEST:

BY: _____
City Clerk

DEVELOPER:

GVSW Roseville, LLC, a California
A municipal corporation limited liability
company

By: DJG Development, LLC,
Its Manager

By: _____
David J. Glimcher, Its Manager

By: BALOGH-GLIMCHER FAMILY
PREHM, LLC, a Colorado
limited liability company

By: _____
Robert Balogh

By: _____
David Glimcher

ABA-ROSEVILLE, LLC,
a Delaware limited liability company

By: _____
Scott Brown, Its CEO

STATE OF CALIFORNIA)

: ss.

County of Placer)

see attached

On March 18, 2010, before me, Judy Moore (insert notary's name), a Notary Public, personally appeared Michael T. Shettito, who proved to me on the basis of satisfactory evidence that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

STATE OF

California)

: ss.

County of

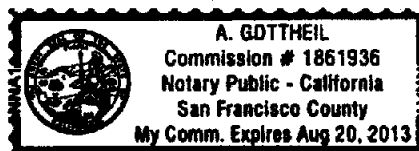
San Francisco)

On March 10, 2010, before me, A. Gottheil (insert notary's name), a Notary Public, personally appeared Scott Brown, who proved to me on the basis of satisfactory evidence that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

A. Gottheil
Notary Public in and for said State



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

Title or Type of Document: 21st Amendment to Development Agreement by and between the City of Roseville and GVSW Roseville, LLC and Balogh-Glimcher Family Prehm, LLC, Relative to the Development known as Regional 65 Centre.

Date of Document: _____, 2010.

EXHIBIT A-1
LEGAL DESCRIPTION
NCRSP Parcel 40C

All that certain real property situated, lying and being within the City of Roseville, County of Placer, State of California, described as follows:

Parcels 1-10 inclusive as said parcels are shown and so designated on that certain parcel map entitled "Highland Village," filed in Book 34 of Parcel Maps, Page 93, Placer County Records.

Together with a nonexclusive easement for the ingress and egress and for the passage and parking of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas as said easement is provided for in the Declaration of Covenants, Conditions and Restrictions and Grant of Easements recorded August 14, 2008, Series No. 2008-0065724, Official Records.

Also together with a nonexclusive easement for the ingress and egress and passage of pedestrians into, out of, on, over and across all sidewalks, parking areas and driveways as said easement is provided for in the Declaration of Covenants, Conditions and Restrictions and Grant of Easements recorded August 14, 2008, Series No. 2008-0065724, Official Records.

EXHIBIT A-2

PARCEL MAP OF
HIGHLAND VILLAGE
 SUBDIVISION NO. SUB-000103
 PARCEL 40c, 32 P.M. 89
 BEING A PORTION OF SECTION 26
 T. 11 N., R. 6 E., M.D.M.,
 CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
 SCALE: 1" = 100' MAY, 2008
 MORTON & PITALO, INC.

NOTES

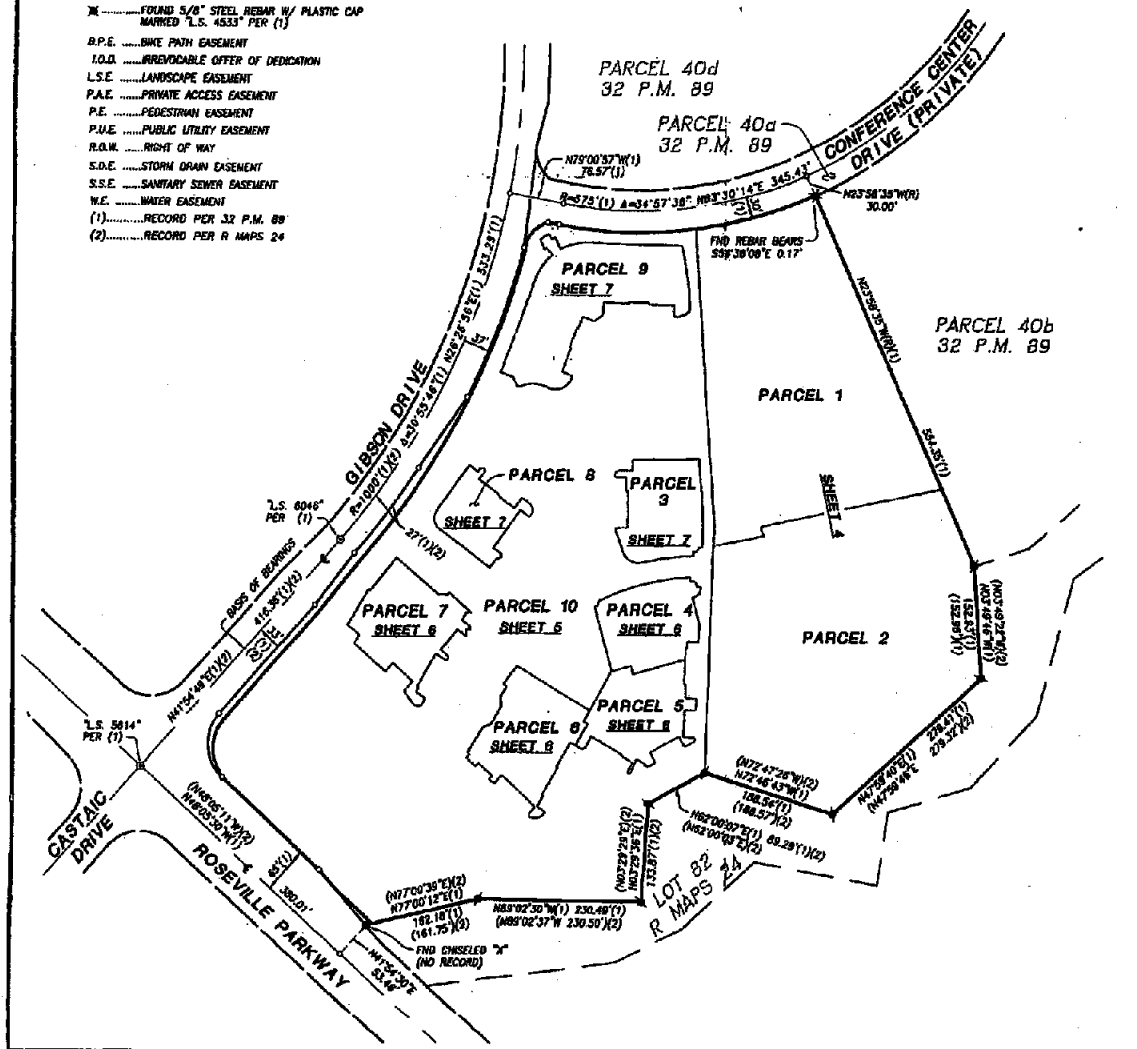
- DISTANCES ALONG CURVED LINES ARE CHORD MEASUREMENTS.
- THE TOTAL ACREAGE OF THIS PROPERTY IS 15.352 GROSS ACRES.
- A DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR THIS SUBDIVISION IS BEING RECORDED CONCURRENTLY AS DOCUMENT NO. 1000-000125-000, D.R.P.C. SAID DOCUMENT CREATES A BUSINESS OWNERS ASSOCIATION WHICH INCLUDES THE OWNERS OF ALL PARCELS AND PROVIDES FOR THE MAINTENANCE AND ALL SHARED USES OF THE COMMON AREA (PARCEL 10) AND ALSO PROVIDES NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND UTILITIES OVER PARCELS 1 THRU 10. SAID DOCUMENT ALSO REQUIRES ALL PROPERTY OWNERS TO PARTICIPATE IN A TRANSPORTATION SYSTEMS MANAGEMENT (TSM) PLAN AND TO ENTER INTO A TRANSPORTATION MANAGEMENT AGREEMENT WITH THE CITY OF ROSEVILLE.
- PARCEL 10 SHALL BE OWNED AND MAINTAINED BY THE BUSINESS OWNERS ASSOCIATION.

BASIS OF BEARINGS

THE MERIDIAN OF THIS SURVEY IS THE CENTERLINE OF GIBSON DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 32 OF PARCEL MAPS, PAGE 89, PLACER COUNTY RECORDS, THE BEARING OF WHICH IS SHOWN AS N41°54'49"E AND WAS BASED ON MONUMENTS SHOWN HEREON AS FOUND.

LEGEND

- DIMENSION POINT - NOTHING FOUND OR SET
- DIMENSION POINT - NOTHING FOUND OR SET
- ⊙ FOUND COPPERFIELD MONUMENT IN MONUMENT WELL PER (1) & (2)
- ⊕ SET 1" IRON PIPE WITH PLASTIC PLUG MARKED "L.S. 7350"
- ⊖ SET NAIL & TAG STAMPED "L.S. 7350"
- OR
- ⊕ 1" IRON PIPE WITH PLASTIC PLUG MARKED "L.S. 7350"
- FOUND MONUMENT AS NOTED
- ⊕ FOUND 5/8" STEEL REBAR W/ BRASS TAG STAMPED "L.S. 3923" PER (1) & (2)
- ⊕ FOUND 5/8" STEEL REBAR W/ PLASTIC CAP MARKED "L.S. 4533" PER (1)
- B.P.E. BIKE PATH EASEMENT
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- L.S.E. LANDSCAPE EASEMENT
- P.A.E. PRIVATE ACCESS EASEMENT
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- S.D.E. STORM DRAIN EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- (1) RECORD PER 32 P.M. 89
- (2) RECORD PER R MAPS 24



ORDINANCE NO. 4815

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A TWENTY-FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH
GVSW ROSEVILLE, LLC, BALOGH-GLIMCHER FAMILY PREHM, LLC AND ABA-
ROSEVILLE, LLC, 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 Twenty-First Amendment to Development Agreement originally executed by GVSW Roseville, LLC, Balogh-Glimcher Family Prehm, LLC and ABA-Roseville, LLC, to alter and clarify provisions in the existing Development Agreement relating to North Central Roseville Specific Plan (Regional 65 Centre).

SECTION 2. Project level California Environmental Quality Act (CEQA) compliance for the NCRSP Parcel 40C Highland Village project was accomplished with preparation of the Highland Village Initial Study/Negative Declaration (Adopted: January 10, 2008). The proposed modifications to the Highland Village project address timing of certain financial obligations associated with the project and do not result in new effects not previously analyzed or change any of the findings of the previous environmental document. As such, no additional CEQA action is required at this time.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Twenty-First Amendment to Development Agreement for the North Central Roseville Specific Plan, and makes the following findings:

1. The Twenty-First Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the North Central Roseville Specific Plan;
2. The Twenty-First Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Twenty-First Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Twenty-First Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

5. The Twenty-First Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Twenty-First Amendment to Development Agreement.

SECTION 4. The Twenty-First Amendment to Development Agreement by and between GVSW Roseville, LLC, Balogh-Glimcher Family Prehm, LLC and ABA-Roseville, LLC and the City of Roseville is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

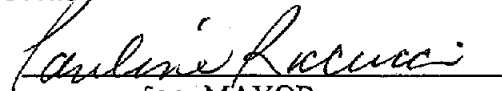
SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three 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 17th day of March, 2010, by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Gray, Garcia, Roccucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Garbolino


for 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