

Derek Ogden



PLACER, County Recorder

JIM MCCAULEY

DOC- 2006-0030925

Wednesday, MAR 22, 2006 13:54:31

NOC \$0.00

Ttl Pd \$0.00

Nbr-0001457528

smm/SM/1-19

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

(THIS SPACE RESERVED FOR RECORDER'S USE)

FIFTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN
SAMMIS ROSEVILLE ASSOCIATES AND THE CITY OF ROSEVILLE RELATIVE TO
THE NORTH ROSEVILLE SPECIFIC PLAN - PHASE II PASEO DEL NORTE

JM

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: Sonia Orozco

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**FIFTH AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
SAMMIS ROSEVILLE ASSOCIATES AND THE CITY OF ROSEVILLE,
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN – PHASE II
PASEO DEL NORTE**

This Fifth Amendment (“**Amendment**”) to amend the development agreement entitled “Development Agreement By and Between the City of Roseville and Sammis Roseville Associates Relative to the North Roseville Specific Plan – Phase II”, including all prior amendments thereto (“**Development Agreement**”) relative to the development known as Paseo Del Norte is entered into on the date set forth below, by and between the CITY OF ROSEVILLE, a municipal corporation (“**City**”), and BOLLINGER PROPERTIES, LLC, a California limited partnership, and PETER P. BOLLINGER INVESTMENT COMPANY, a California limited partnership (hereinafter collectively “**Landowner**”), pursuant to the authority of Section 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. On August 25, 1999, the City and Landowner’s predecessor-in-interest, Sammis Roseville Associates (“**Sammis**”), entered into the Development Agreement, pursuant to which Sammis agreed to develop certain property more particularly described in the Development Agreement (“**North Roseville Specific Plan – Phase II**”), subject to certain conditions and obligations set forth in the Development Agreement. The Development Agreement was recorded against the real property comprising the North Roseville Specific Plan – Phase II in the Official Records of Placer County on September 13, 1999, Series No. 99-0081306.

B. This Amendment amends the Development Agreement as to the property identified in the North Roseville Specific Plan – Phase II as Parcel 41, which property is more particularly described in **Exhibit “A”** attached hereto (the “**Property**” or “**Parcel 41**”). This Amendment shall run with the land with respect to the Property.

C. On January 12, 2006, the City Planning Commission, designated by Roseville Ordinance No. 3014 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 Fifty Amendment and recommended that the City Council approve this Amendment.

D. On February 1, 2006, the City Council ratified as adequate and complete the Mitigated Negative Declaration (the "**Negative Declaration**") for the development of Parcel 41 (the "**Project**"). Mitigation measures were suggested in the Negative Declaration and are incorporated in the Project and in the terms and conditions of this Amendment, as reflected by the findings adopted by the City Council concurrently with this Amendment.

E. The City Council has determined that the adoption of this Amendment involves no new impacts not considered in the Mitigated Negative Declaration; therefore, no further environmental documents relating to the adoption of this Amendment are required.

F. The City Council has found and determined that this Amendment of the Development Agreement is consistent with the General Plan and the North Roseville Specific Plan.

NOW THEREFORE, the parties mutually agree as follows:

1. Amendment of Development Agreement. The following sections of the Development Agreement for Parcel 41 are hereby amended as follows:

a. Revised Recital 5 (Entitlements). Recital 5 is revised to read:

"5. Entitlements. The City Council has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

5.1 The Roseville General Plan, as amended by Resolution No. 06-58;

5.2 The North Roseville Specific Plan, as amended and adopted by Resolution No. 06-59, (the "**Specific Plan**");

5.3 The Rezoning of the portion of the Property for R-3 residential use pursuant to Ordinance No. 4359, dated March 1, 2006;

5.4 The Tentative Subdivision Map and Design Guidelines for development of the residential portion of the Property, as approved by the Planning Commission; and

5.5 This Development Agreement Amendment, as adopted by Ordinance No. 4350 (the "**Adopting Ordinance**") and as amended hereby.

The approvals described in paragraphs 5.1 through 5.4, inclusive, are referred to herein as the "**Entitlements.**"

b. Revised Section 2.2 (Vested Entitlements). All references in the Agreement to **Exhibit "B"** shall refer to **Revised Exhibit "B"** attached hereto and the approximate land use

acreage set forth in Section 2.2 of the Development Agreement is hereby revised to read as follows:

Small Lot, High Density Residential 125 units (HDR-13) on 9.6± acres

c. Revised Section 2.6 (Affordable Housing). Section 2.6 of the Development Agreement is hereby revised in its entirety to read as follows:

2.6 Affordable Housing. In accordance with the goals and policies contained in City's General Plan and Specific Plan, and subject to the provision by Landowner of affordable housing as described below and the other terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its the residential portion of the Property (under a breakdown of 2% of total development affordable to middle income households, 4% affordable to low income households, and 4% affordable to very low income households) to be developed as affordable housing, unless otherwise satisfied via payment of an in-lieu fee, as set forth below. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide five (5) units affordable for purchase to low income households, and three (3) units affordable for purchase to middle income households in accordance with the provisions of Section 2.6.1 below. In addition, Landowner shall provide five (5) units affordable to very low income households, or may pay an in-lieu fee to be used to expand affordable housing opportunities for very low income households in accordance with the provisions of Section 2.6.2 below as an alternative to providing five (5) units affordable for purchase to very low income households. Any adjustment based on actual development shall be subject to the approval of the City's Economic & Community Services Director and/or Housing Programs Manager (collectively, the "Housing Program Manager").

In addition, other applications have been submitted for land use entitlements for other parcels in the City to be rezoned from non-residential to residential land uses, and should the City permit any of those property owners to satisfy their affordable housing obligations for both low and very low income households by payment of an in-lieu fee, the City shall, without amending this Agreement, allow Landowner the option to satisfy its affordable housing obligation for low income households by payment of the in-lieu fee to be paid to the City by those other properties.

For purposes of this Agreement, the term "very low income" means households earning fifty percent (50%) of median income or less, "low income" means households earning seventy percent (70%) of median income, and "middle income" means households earning 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.

2.6.1. Affordable Purchase Residential Units. Landowner agrees that, subject to the provisions of Section 2.6 above, five (5) single family residential units shall be reserved for participation in the City's low income

affordable purchase program, and three (3) single family residential units shall be reserved for participation in the City's middle income affordable purchase program. Landowner shall make these affordable units available to low income and middle income households, as the case may be, without City subsidy.

2.6.1(a). Agreement Required. Prior to the approval of each (if more than one) final residential small lot subdivision map containing affordable purchase units, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement for such affordable purchase units. Specific requirements of the agreement will be determined by the Housing Program Manager.

2.6.1(b). Content. The Affordable Purchase Housing Development Agreement(s) shall, for each such residential lot subdivision, set forth, among other things, the distribution of affordable housing units within the subdivision (provided that, with approval of the Housing Manager, affordable units may be moved within the subdivision(s) without requiring amendment to the Affordable Purchase Housing Development Agreement), and Landowner's obligations for marketing the affordable units. No City subsidies will be required to provide residential purchase units affordable to low and middle-income households.

The Affordable Purchase Housing Development Agreement shall include specific requirements for marketing affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements.

2.6.1(c). No City Subsidies. Developer agrees to provide all of the low and middle-income affordable purchase units without subsidy from the City.

2.6.2. In Lieu Affordable Housing Fund. In satisfaction of that portion of Landowner's affordable housing obligation not addressed through the reservation of five (5) low-income affordable purchase units and three (3) middle income affordable purchase unit pursuant to section 2.6.1 above, Landowner agrees to make provision for an additional five (5) very low income affordable units through an in lieu housing fund in the amount of \$55,000 per unit for a total of \$275,000. The in lieu funds shall be generated through a fee of \$2,200 per unit to be paid by all of the 125 residential units prior to issuance of a building permit for each unit. Landowner shall work in good faith with the Housing Program Manager to identify opportunities for use of the in-lieu fee revenue. The in-lieu fee revenues may be used for any of the following purposes:

- i. to subsidize the City's low income purchase or rental program;
- ii. to write down the purchase price of the reserved middle or low income purchase units in the residential portion of the Project to a price that is

affordable to very low income households; or

iii. to otherwise further the goal of expanding housing affordability for very low income households in any location in the City. Any adjustment based on actual development shall be subject to the approval of the Housing Manager.

2.6.3. Effect of New Legislation. Should new state legislation be enacted that mandates that the City, among other local governments in the Sacramento region, implement an affordable housing production standard that differs from the affordable housing obligations set forth in this Agreement, Landowner shall be obligated to comply with such mandated standard provided that (i) such standard is implemented City-wide; and (ii) such standard is not applied retroactively to residential units already constructed in the Project such that no more than ten percent (10%) of those unbuilt units are to be affordable to low income households.”

d. Revised Section 3.2 (Park Dedications and Fees). Section 3.2 of the Development Agreement is hereby revised in its entirety to read as follows:

“3.2. Parks and Open Space. Landowner is required to meet the park dedication requirement of 9 acres per 1000 population which equates to 2.85 acres total divided among active neighborhood, city wide and open space parkland. Landowner shall meet these park obligations through (i) .26 acres of neighborhood park land credits for the Village Green to be provided by the Project and (ii) in-lieu fees for the balance of the required parkland. Landowner shall pay an in-lieu fee for the remaining 2.59 acres of required park and open space dedication as set forth in Section 3.2(a) below.

3.2(a) Parkland Dedications. Landowner is required to dedicate the equivalent to .95 each acres of open space, neighborhood and city wide parkland as part of its 2.85 acres.

3.2(a)(1) Neighborhood Parkland In-Lieu Dedication Fee. In accordance with the parkland dedication requirement for the Property, after applying the credit for .26 acres of neighborhood park land for the Village Green, in addition to the funds to be provided and accumulated by the collection of the neighborhood park development fees paid pursuant to this Agreement, Landowner shall pay an in-lieu fee of 258,750.00 (based on \$375,000/ac), with fifty percent (50%), or \$129,375.00, payable upon the issuance of the first residential building permit, and the balance to be paid by the one (1) year anniversary of such first residential building permit issuance, to satisfy the neighborhood Parkland dedication requirement.

3.2(a)(2) City Wide Parkland In-Lieu Dedication Fee. The parties further acknowledge and agree that Landowner shall pay a City Wide in-lieu park fee to satisfy Landowner’s City-wide park dedication requirement of .95 acres. In satisfaction thereof, Landowner shall pay an in-lieu fee of \$356,250.00 (based on

\$375,000/acre), with fifty percent (50%), or \$178,125.00, payable upon the issuance of the first residential building permit, and the balance to be paid by the one (1) year anniversary of such first residential building permit issuance.

3.2(a)(3) Neighborhood and City-Wide Park Development Fees. Each residential unit within the Project will be subject to paying the current established City-Wide Park Fee, which is initially \$1,728.00 per single family residential unit with a credit for parkland dedication of \$538.00 per single family residential unit, for a net Citywide cash fee of \$1,190.00 per single family residential unit. The neighborhood park development fee is \$2,056.00 per single family residential unit. Fees are subject to annual inflationary adjustment on July 1, and are based on the "CCL."

3.2(a)(4) Open Space In-Lieu Dedication Fee. The parties still further acknowledge and agree that Landowner shall pay an Open Space Component in-lieu fee to satisfy Landowner's open space dedication requirement of .95 acres. In satisfaction thereof, Landowner shall pay an in-lieu fee of \$68,400.00 (based on \$72,000/acre), with fifty percent (50%), or \$34,200.00, payable at issuance of the first residential building permit on the Property, and the balance paid by the one (1) year anniversary of such first residential building permit issuance.

3.2(b) Entire Park Land Obligation. The City agrees that the commitments contained herein satisfy the General Plan park obligations for the dedication and improvement of neighborhood/community and City wide parks and open space related to development of the Property."

e. New Sections 3.6.8 and 3.6.9 (Water). New Sections 3.6.8 and 3.6.9 are hereby added as follows:

"3.6.8 Re-Circulating Hot Water System. For the purpose of providing a water conservation opportunity, every residential unit within the Project shall include a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet.

3.6.9 Contribution to Water Meter Retrofit Program. In furtherance of its water conservation program, City has implemented a Water Meter Retrofit Program. To participate in the Water Meter Retrofit Program and to provide a benefit to the City and existing residents, Landowner shall pay to City, at the time of building permit for each residential unit, the sum of \$115.00 per dwelling unit equivalent (DUE) inflated annually based upon the CCI. Should the CCI index no longer exist, the Director of Environmental Utilities shall choose a similar index which in his/her opinion fairly estimates the inflation factor applicable to consideration."

f. Revised Section 3.9.14 (Master Plan Funding). Section 3.9.14 is hereby revised in its entirety to read as follows:

"3.9.14 Transit Master Plan and Bikeway Plan Funding. Landowner shall pay

its fair share on a City-wide basis of the Long Range Master Transit Plan (LRMTP), the Short Range Transit Plan (SRTP), and Bikeway Master Plan (BMP) for the residential development of Parcel 41. The fair share cost for this project is \$40/unit for the LRMTP, \$40/unit for the SRTP and \$40/unit for the BMP. Total City-wide fair share costs for all plans shall not exceed \$120 per residential unit. The fair share payment for each master plan shall be paid to the City upon issuance of the first building permit.”

g. Revised Section 3.9.15 (TSM - Residential Distribution of Marketing Materials). Section 3.9.15 is hereby revised to add the following at the end thereof:

“Upon close of escrow for the sale of each residential unit, Landowner shall provide educational and marketing materials for alternative modes of transportation (i.e., deliver a Roseville Transit Services Guide and Bikeways Map) to each new homeowner with a 20-ride general public punch pass for fixed route services. The packets of marketing materials and 20-ride punch passes shall be purchased by Landowner for the entire subdivision prior to occupancy of the first unit.”

h. New Section 3.10.4 (Community Benefit Fee). New Section 3.10.4 is hereby added as follows:

“3.10.4 Community Benefit Fee. Landowner agrees to pay a Community Benefit Fee in the amount of \$1,530 per single family residential unit as partial consideration for this Agreement and to ensure that the Project will benefit current and future residents of Roseville, due and payable at issuance of each building permit for single-family residential units on the Property.”

i. Revised Section 3.16.1 (Services District). Section 3.16.1 is hereby revised to add the following at the end thereof:

“The Woodcreek West Community Facilities District No. 2 (Services District) (“CFD No. 2”) has been formed as the Services District referred to in this Section 3.16.1. Parcel 41 was originally planned for commercial use and was assumed to be responsible for its own frontage maintenance when CFD No. 2 was formed. Since CFD No. 2 did not plan to provide frontage landscape maintenance for Parcel 41, Landowner shall require the HOA described in Section 3.17.1 below to be responsible for maintaining the frontage landscaping (excluding the median within Pleasant Grove) and the soundwall located within the landscape setback along Pleasant Grove Boulevard adjacent to Parcel 41. In consideration of the HOA providing such maintenance, and in consideration of the R-3 zoning of the Property, the City agrees that Parcel 41 shall be classified as a multifamily parcel for purposes of determining the amount of CFD No. 2 special tax to be levied against each of the units within the Property.” CFD No. 2 will also include for the Fiscal Year 2006/07 and thereafter tax budget an assessment for Stormwater Management, which shall be initially assessed for Fiscal Year 2006/07 at \$18 per dwelling unit annually.

j. New Section 3.16.4 (Additional Service District). New Section 3.16.4 of the

Development Agreement is hereby added as follows:

3.16.4 Additional Services District Formation, Consent, Waiver and Special Benefit. No residential building permit shall be issued until the Property has been annexed into the City's Community Facilities District No. 3 (Municipal Services), which currently levies an annual special tax at the per unit tax rate of \$293 and will be subject to adjustment in accordance with the terms of said District.

k. New Section 3.17 (Homeowners Association and Disclosures). New Section 3.17 is hereby added as follows:

3.17 Homeowners Association and Disclosures

3.17.1 Homeowners Association. Developer shall establish a Homeowners Association ("HOA"), or alternative private financing mechanism, for the purpose of funding the maintenance obligations described in this Section. The maintenance obligations to be funded by the HOA and/or alternative private financing mechanism are as follows: (i) maintenance of the private use common areas, including any landscaping, entry monumentation and signage, soundwalls and/or fences, and pedestrian and/or bicycle pathways located within such common areas; (ii) maintenance of the frontage landscaping (excluding landscaped median within Pleasant Grove Boulevard) and masonry soundwall improvements located within the landscape setback along Pleasant Grove Boulevard adjacent to Parcel 41, including mowing, repair and replacement and associated electric and water utility costs for such landscaping; and (iii) maintenance of all the private roadways, alleys and shared driveway aisles located within the Property, including, where applicable, the sidewalks that are appurtenant thereto.

3.17.2 Disclosures to Subsequent Homeowners. This Agreement shall constitute notice to all successors to Developer hereunder of the residential portion of the Property, and to all subsequent purchasers of any lots and/or residential units within the residential portion of the Property, of the following matters:

(i) Adjacent Commercial Development. The residential portion of the Project is located adjacent to planned commercial development, which may involve conflicting impacts on the use and enjoyment of the residences.

(ii) Increased Noise and Light From Adjacent Commercial Development and Public Streets. The residential project is adjacent to the planned commercial development of the Property and the residential project has been designed as an integral part of such commercial development. As shown on the map attached hereto as **Exhibit "B-1"** that shows the planned design of the Project, due to the unique design standards associated with this integrated development, the City is not requiring nor will Developer be installing a masonry wall or other such barriers between the residential and commercial portions of the Project and a lower wall along the major arterials to be consistent with the design along the commercial portion of the Project. Accordingly, increased noise or light may be experienced by

such design and location of the residential development adjacent to commercial development and along the public streets.”

I. Amended Section 10 (Notices). Section 10 of the Development Agreement is hereby amended to add the following notice addresses for Landowner:

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

Bollinger Properties, LLC
540 Fulton Avenue
Sacramento, CA 95825
Attention: Paul Bollinger

With a copy to:

Hefner, Stark & Marois, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
Attention: Martin B. Steiner, Esq.

m. New and Revised Exhibits. New **Exhibit “A”** and **Exhibit “B-1”** and **Revised Exhibit “B”** are attached hereto and hereby incorporated into and made a part of the Development Agreement.

2. Consistency with General Plan. The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

3. Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein. This Amendment only affects the development of Parcel 41 described in **Exhibit “A,”** attached hereto and does not amend or modify the rights or obligations associated with the development of any other Parcels within the Specific Plan.

4. Form of Amendment. This Amendment is executed in two duplicated originals, each of which is deemed to be an original.

STATE OF CALIFORNIA)

: ss.

COUNTY OF PLACER)

On this 15th day of March in the year of 2006, 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.

Helen Dreyer

Notary Public in and for said State



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

Title or Type of Document: Fifth Amendment of Development Agreement by and Between Sammis Roseville Associates and the City of Roseville Relative to the North Roseville Specific Plan – Phase II Paseo Del Norte

Date of Document: March 15, 2006

Acknowledgment – All Purpose

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 4350, adopted by the Council of the City of Roseville on the 15th day of February, 2006, and Landowner has caused this Amendment to be executed.

CITY:

LANDOWNER:

CITY OF ROSEVILLE,
a municipal corporation

PETER P. BOLLINGER INVESTMENT
COMPANY,
a California limited partnership


By: 

W. Craig Robinson
City Manager

By: 

Peter P. Bollinger, as Trustee of
the PPB Revocable Trust
General Partner

ATTEST:


Sonia Orozco
City Clerk

BOLLINGER PROPERTIES, LLC,
a California limited liability company

By: 

Peter P. Bollinger
Manager

APPROVED AS TO FORM:

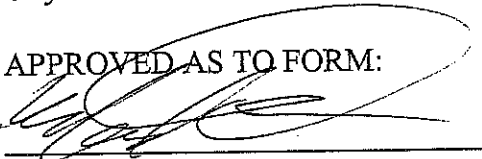

Mark J. Doane
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL 41

That certain real property situated in the City of Roseville, State of California, described as follows:

~~Parcel 41, as shown on the map of "Woodcreek West Large Lot Subdivision",~~
filed for record November 23, 1999, in Book V of Maps at Page 98, records of
Placer County.

APN: 017-162-069

R3/DS-NR ZONE GENERAL DEVELOPMENT STANDARDS

	Requirement by Zoning District
	R3/DS-NR
Area, interior lot	
Area, corner lot	As approved by a Design Review Permit
Width, interior	
Width, corner	
Residential Density (maximum per lot)	As provided by General Plan

Setbacks (minimum) See Chapter 19.22 for setbacks for accessory structures	
	R3/DS-NR
Front	20 ft minimum on all street frontages, or as specified by the North Roseville Specific Plan
Sides	As approved by a Design Review Permit
Rear	As approved by a Design Review Permit
Site Coverage	As approved by a Design Review Permit
Height Limits	45 ft (5)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Sacramento) ss.

On 1-24-06 before me, Renee Morgan
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Peter P. Bollinger
Name of Signer

- 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/she
executed the same in his/her authorized capacity, and
that by his/her signature on the instrument the person,
or the entity upon behalf of which the person acted,
executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.
Renee Morgan
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:

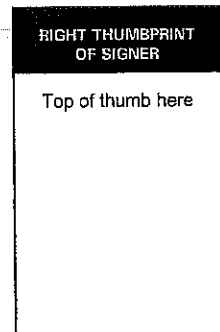
Signer Other Than Named Above:

Capacity 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:



ORDINANCE NO. 4350

ADOPTING A FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BOLLINGER PROPERTIES, LLC AND PETER BOLLINGER INVESTMENT COMPANY RELATIVE TO THE DEVELOPMENT KNOWN AS NORTH ROSEVILLE SPECIFIC PLAN - PHASE II AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE
(Paseo Del Norte)

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 Fifth Amendment to Development Agreement by and between the City of Roseville, Bollinger Properties, LLC and Peter P. Bollinger Investment Company, to alter and clarify provisions in the existing Development Agreement relating to Parcel WW-41 in the North Roseville Specific Plan (Paseo Del Norte).

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Fifth Amendment to Development Agreement for the North Roseville Specific Plan, and makes the following findings:

1. The Fifth 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 Roseville Specific Plan;
2. The Fifth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Fifth Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Fifth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The Fifth Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Fifth Amendment to Development Agreement.

SECTION 3. The Fifth Amendment to Development Agreement by and between Bollinger Properties, LLC and Peter P. Bollinger Investment Company 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 4. The City Clerk is directed to record the executed Fifth 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 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 February 2006, by the following vote on roll call:

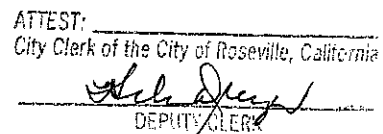
AYES	COUNCILMEMBERS:	Gray, Allard, Roccucci, Rockholm, Garbolino
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None


MAYOR

ATTEST:


City Clerk

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

ATTEST: 
City Clerk of the City of Roseville, California
DEPUTY CLERK

19

