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PLACER, County Recorder

JIM MCCAULEY

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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)

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, JOHNSON RANCH INVESTORS AND JOHNSON RANCH DEVELOPERS RELATIVE TO PARCEL 15 IN THE NORTHEAST ROSEVILLE SPECIFIC PLAN

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THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE, JOHNSON RANCH INVESTORS AND  
JOHNSON RANCH DEVELOPERS RELATIVE TO PARCEL 15 IN THE NORTHEAST  
ROSEVILLE SPECIFIC PLAN  
(Parcels 6, 7, 8, 9, 10, 11, 12, 13 and 14  
of the Stone Point Project, a Portion of NERSP Parcel 15)

THIS THIRD AMENDMENT to the Development Agreement By and Between the City of Roseville, Johnson Ranch Investors, and Johnson Ranch Developers, Relative To The Northeast Roseville Specific Plan (NERSP), is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City"), and Richland Roseville L.P., a Florida limited partnership ("Richland"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. Richland and its predecessors in interest are hereafter referred to as "Landowner" or "Richland."

RECITALS

- A. The City and Landowner's predecessor in interest entered into a Development Agreement regarding certain property known as the NERSP (the "Development Agreement"), which was approved by the City Council of City on June 5, 1987, and which was recorded on July 6, 1987, in the Official Records of Placer County as Instrument No. 38200.
- B. The NERSP property subject to this Third Amendment (the "Richland Property") is a portion of Parcel 15 in the NERSP and is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference. Richland owns the Richland Property and represents that all persons holding legal or equitable interests in the Richland Property shall be bound by this Agreement.
- C. On April 28, 1989, City and Landowner's predecessor in interest, by Ordinance No. 2203, entered into the First Amendment of the Development Agreement (the "First Amendment"). The First Amendment was recorded on July 28, 1989, in the Official Records of Placer County as Instrument No. 40253.
- D. On November 25, 1992, City and Landowner's predecessor in interest, by Ordinance No. 2653, entered into the Second Amendment of the Development Agreement (the "Second Amendment"). The Second Amendment was recorded on December 2, 1992, in the Official Records of Placer County as Instrument No. 92-092716.
- E. On December 7, 1994, City and Olympus Pointe One and Five Investors, by Ordinance No. 2830, entered into an amendment of the Development Agreement pertaining to NERSP Parcel 21 (the "Parcel 21 Amendment"). The Parcel 21 Amendment was recorded on May 19, 1995, in the Official Records of Placer County as Instrument no 95-025865.
- F. On May 17, 1995, City and the owners of NERSP parcels 6, 7A, 7B, 7C, 7D, 8, 10 and 11, by Ordinance No. 2889, entered into an amendment of the Development Agreement

related to business professional designated parcels in the NERSP (the "Business Professional Amendment"). The Business Professional Amendment was recorded on August 3, 1995, in the Official Records of Placer County as Instrument No. 95-039878.

G. On October 21, 1998, City and the NERSP Parcel 1 landowner, by Ordinance No. 2924, entered into an amendment of the Development Agreement related to NERSP Parcel 1 (the "Parcel 1 Amendment"). The Parcel 1 Amendment was recorded on \_\_\_\_\_, in the Official Records of Placer County as Instrument No. \_\_\_\_\_.

H. On October 21, 1998, City and the NERSP Parcel 3 landowners, by Ordinance No. 3282, entered into an amendment of the Development Agreement related to NERSP parcel 3 (the "Parcel 3 Amendment"). The Parcel 3 Amendment was recorded on 4-15-99, in the Official Records of Placer County as Instrument No. 99-0033378.

I. Concurrent with its consideration of the Third Amendment, City is processing a General Plan Amendment (Resolution No. 05-130), a Specific Plan Amendment (Resolution No. 05-129), a Rezone (Ordinance No. 4201), a Major Project Permit (Stage 1) Modification (MPP MOD01-03), Stone Point Master Plan Amendment, a Tentative Subdivision Map (TSM 04-22) and a tree permit (TP 04-46) for purposes of revising land use entitlements on the Richland Property. City and Richland wish to enter into this Third Amendment in order to provide consistency with these land use approvals.

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

### AGREEMENT

NOW, THEREFORE, CITY AND RICHLAND AGREE AS FOLLOWS:

1. Section 1(B) of the Development Agreement, pages 4 and 5, is superseded and amended by substitution herewith, and Section 1(B), as set forth below, is substituted therefor:

"1(B). The term of this Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto.- The term of the Third Amendment applicable to the Richland Property shall extend for a period of twenty (20) years after the effective date of the ordinance adopting the Third Amendment. Following the expiration of said 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 subject property approved concurrently with or subsequent to the approval of this Agreement, nor shall said termination of the Agreement affect the covenants contained herein in Sections 3 and 4, relating to the obligations of owners of property with respect to landscaping maintenance and the City's enforcement rights as set forth herein and in relevant ordinances."

2. Section 1 (G) (3) of the Development Agreement, pages 9 and 10, is superseded and is amended by substitution herewith, and section 1 (G) (3), as set forth below, is substituted therefor:

“(3) Research and Development Park: The purpose of this land use category is to provide for a well designed and controlled grouping of administrative offices and research and development laboratories within an area containing high visual and operational amenities. Such development is entitled to, but shall not exceed 1.165 million gross square feet of building area and approximately 5,000 employees (full-time equivalent). Rigid development standards are established with respect to setbacks, landscaping, building aesthetics and controls and other design characteristics. The sole use of the site shall be for:

- (a) Uses primarily engaged in research activities including research and development laboratories;
- (b) Administrative, business and professional uses related to corporate operations;
- (c) Cafeterias or auditoriums incidental to a permitted use on the premises;
- (d) Parking structures when incidental to permitted use; and
- (e) Service uses provided and designed primarily for the benefit of on site employees.”

3. Section 2(A) of the Development Agreement, pages 11 and 12, is superseded and is amended by substitution herewith, and Section 2(A), as set forth below, is substituted therefor:

2(A). Permitted Uses. The permitted uses of said 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 said property shall be those set forth in this Agreement, the Northeast Roseville Specific Plan and the Schematic Development Plan: provided, however, that the size, configuration, height and location of the buildings shown on the Schematic Development Plan and the size and shape of particular parcels of the subject property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1(F). In addition, the residential yields on the Richland Property may not be realized once detailed development plans are submitted to City.

City is bound with respect to the uses permitted under this Agreement only insofar as this Agreement so provides or is otherwise set forth in law or ordinance.

City agrees that land use is granted and grants herewith to the property subject to this Agreement as follows: 85.65 acres, more or less, of Research and Development Park; 204.81 acres, more or less, of Business and Professional Offices; 54.64 acres, more or less, of Medical Campus; 149.49 acres, more or less, of Community Commercial; 138.68 acres, more or less, of Regional Commercial; 1,655 dwelling units on 160.76 acres, more

or less, for residential use, all as set forth on Exhibits B and C, and Open Space and public uses in the entire Plan Area.

4. Section 2 (G) of the Development Agreement, page 17, is superseded and is amended by substitution herewith, and Section 2 (G), as set forth below, is substituted therefor:

“2(G). Affordable Housing. It is recognized at the time of adoption of the Specific Plan and Development Agreement that the City staff has commenced development of a City-wide Affordable Housing Implementation Program for consideration by the City Council. At the time such program is adopted by the City Council, Landowner agrees to be bound by the provisions of such program. Unless and until such program is adopted, residential projects may proceed only if determined by the City Council to be consistent with the Housing Element of the General Plan.

(1) Stone Point Affordable Housing. Consistent with the goals and policies contained in City’s General 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 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 twenty-three (23) units affordable for purchase to low-income households, and twelve (12) units affordable for purchase to middle-income households in accordance with the provisions of Section 2.(G)(2) below. In addition, Landowner shall provide 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.(G)(3) below as an alternative to providing twenty-three (23) units affordable for purchase to very low income households. Any adjustment based on actual development shall be subject to the approval of the City Manager and/ or Housing Programs Manager (collectively, the “Housing Manager”).

The term “very low income” shall mean households earning less than fifty percent (50%) of median income, “low-income” shall mean 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.

(2) Affordable Purchase Residential Units. Landowner agrees that, subject to the provisions of Section 2.(G)(1) above, twenty-three (2423) single family residential units shall be reserved for participation in the City’s low income affordable purchase program, and twelve (12) single family residential units shall be reserved for participation in the City’s middle income affordable purchase program. Such units shall be located in the High Density Residential portion of the Richland Property, with 13 low income units

and 7 middle income units assigned to Parcel 8, and 10 low income units and 5 middle income units assigned to Parcel 9 Landowner shall make these affordable units available to low income and middle income households, as the case may be, without City subsidy.

(i) 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 as revised (or other form required by the city) to bring such agreement into conformity with the provisions of this Section 2.(G)(2). Specific requirements of the agreement will be determined by the Housing Manager.

(ii) Content. The Affordable Purchase Housing Development Agreement(s) shall, for each such residential lot subdivision, set forth, among other things, that the Housing Manager may authorize the movement of affordable units within the subdivision, 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, and best efforts requirements.

Landowner agrees to provide all of the low and middle-income affordable purchase units without subsidy from the City.

(3) In Lieu Affordable Housing Fund. In satisfaction of that portion of Landowner's affordable housing obligation not addressed through the reservation of twenty-three (23) low-income affordable purchase units and twelve (12) middle income affordable purchase units pursuant to Section 2.(G)(2) above, Landowner agrees to make provision for an additional twenty-three (23) very low income affordable units through an in lieu housing fund in the amount of \$55,000 per unit for a total of \$1,265,000. The in-lieu funds shall be generated through a fee of \$2,200 per unit to be paid by all of the 575 residential units prior to issuance of a building permit for each unit, though such funds, or any part thereof, may be advance funded by a Community Facilities District or by Landowner, at Landowner's sole discretion. Landowner shall work in good faith with the Housing 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 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 City. Any adjustment based on actual development shall be subject to the approval of the Housing Manager.

(4) Effect of New Legislation. Should new State legislation be enacted that mandates that the City, 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.

5. Section 3(E) of the Development Agreement, page 36, is renumbered Section 3(H), and a new Section 3(E), Section 3(F) and Section 3(G) are inserted prior to new Section 3(H):

“3(E). Additional Landowner Obligations for the Richland Property.

Landowner for the Richland Property shall be subject to additional obligations as follows:

(1) Parks and Open Space. Landowner is required to meet the park dedication requirement of 9 acres per 1000 population which equates to 13.14 acres total, divided among active neighborhood, city-wide and open space parkland. Landowner shall meet these park obligations through land dedication and in-lieu fees. Landowner shall pay an in-lieu fee for the 4.38 acres of city-wide parkland dedication as set forth in Section (1) (a) below.

(a) Parkland Dedications. Landowner is required to dedicate the equivalent of 4.38 acres each of open space, neighborhood and city-wide parkland as part of its 13.14 acre obligation.

(i) Neighborhood Parkland Dedication. In accordance with the parkland dedication requirement for the Property, in addition to the funds to be provided and accumulated by the collection of the neighborhood park fees paid pursuant to this Agreement, Landowner shall dedicate 1.95 acres, plus receive 2.0 acres of credit for Piches Park located on a portion of NERSP Parcel 15, and dedicate an overlook to Miners Ravine, with the balance of the parkland dedication requirement ( an additional 0.43 acres) satisfied via payment of an in-lieu fee of \$107,500, payable at issuance of each residential building permit via a \$186.95 per unit fee. If the precise location of the overlook is not finally established at the time of approval of this Third Amendment, said location may be relocated by mutual agreement of City and Landowner without the need to

amend this Third Amendment or any other land use entitlements associated with the Richland Property.

(ii) City-Wide Parkland Dedication. 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 4.38 acres. This equates to \$1,095,000, with a per unit fee of \$1,904.35 payable upon issuance of each residential building permit.

(iii) Neighborhood and City-Wide Park Fees. Each unit within the project will be subject to paying the current established City-Wide Park Fee, which is initially \$1,674.00 per residential unit with a credit for parkland dedication of \$521.00 per residential unit, for a net City-wide park fee of \$1,153.00 per residential unit. The neighborhood park fee is \$1,043.47 per residential unit. Fees are subject to annual inflationary adjustment on July 1, and are based on the "CCI."

(iv) Open Space Dedication. The parties still further acknowledge and agree that the Open Space Component of Landowner's parkland dedication requirement is satisfied in full by Landowner's dedication of 25.94 acres of open space (Stone Point Parcel 19 ) to City. Stone Point Parcel 19 shall be dedicated to City by the then owner(s) of Stone Point Parcels 12 and 13 at the time the first of those two parcels commences development.

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

(2) Re-Circulating Hot Water System. For the purpose of providing a water conservation opportunity, Landowner shall install in each residential unit on the Richland Property a re-circulating hot water system or similar technology that provides instantaneous hot water at each hot water faucet.

(3) Rail Transportation Funding. Landowner consents to and agrees that the Richland Property shall participate in its fair share of a city-wide funding mechanism for the extension and operation costs of light rail or Capital Corridor heavy rail line into the City of Roseville at such time as the funding mechanism is approved.

(4) County-Wide Facilities Fee. Landowner shall pay the county-wide facilities impact fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount

previously assessed by the City. Such fee shall be paid upon the issuance of each residential building permit within the Richland Property.

(5) Community Benefit Fee. Landowner agrees to pay a Community Benefit Fee \$1,530 per 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 residential units on the Richland Property. If Landowner is obligated to fund any advance in cash prior to the issuance of any CFD bond sale for the Richland Property, then Landowner shall have the right to be reimbursed from the CFD for such cash advance upon the latter CFD bond sale. Landowner shall not be entitled to any fee credit for payment of this contribution.

(6) 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, and Bikeway Master Plan. The fair share payment for each master plan shall be paid to the City upon issuance of the first building permit. Total City-wide fair share costs for all plans shall not exceed \$11,000.

(7) 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 by the State of California in Title 24 of Code of California Regulations, and an Energy Efficiency Ratio (EER) of 12 or greater. Commercial air conditioning units of 5 tons or less (<65,000 Btu/h) shall meet the Consortium for Energy Efficiency (CEE) Tier II Specifications. The SEER rating will be specified on building plans and Title 24 compliance certificates at the time building permits are requested.

All multiple-story homes shall have a zoned HVAC system with a separate unit and thermostat for each floor, or one unit with multiple thermostats that will control each floor independently. These requirements may be utilized in the overall energy compliance calculations required for the issuance of a building permit for a residential unit.

(8) Fire Tax. Landowner or its respective successors shall pay the Fire Service Construction Tax, at issuance of building permit, as set forth at Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended or otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit, equal in amount to the discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.

(9) City Communications Room. To further the City's wireless and communication reliability effort, the Landowner shall provide the City with a communications equipment room meeting the following specifications:

a. The room shall be located indoors on or near the roof of the first and/or tallest building to be constructed on lots 6 and 7.

b. The room shall be a maximum of 225 square feet and designed to a configuration to satisfy the City's equipment needs.

c. The room shall be secure with access limited to City representatives. Access shall be available 24 hours a day, 7 days a week. A standard security system will be provided for building access and the City will provide security for its area of the communications equipment room.

d. The room shall be equipped with back up power by way of a City-provided and maintained UPS for short-term needs, as well as through a connection with the building's emergency generator. In addition, a temporary generator receptacle shall be provided at ground level outdoors with a manual transfer switch.

e. A dedicated 200 amp 120/208 panel off the main transformer shall be provided. In addition a dedicated 25 pair copper and minimum of six strands of fiber from Surewest, terminating only within the equipment room on roof, no patching or cross-connects at ground floor MPOE to minimize disruptions of service.

f. Power costs shall be paid by the City.

g. The room shall be provided with a packaged HVAC system, separate from the building HVAC system. The building will provide empty conduit runs of adequate size from the equipment area to the ground floor as required by the City.

h. Space on the roof shall be provided to support a small tower and two (2) fifteen-foot omni directional antennas mounted on it. Space shall also be provided for three (3) panel antennas measuring approximately four (4) foot by one (1) foot.

i. The equipment room and tower antenna shall be located such that the cable run between the two facilities does not exceed 150-feet in length, as measured from the edge of the equipment room to the tip of the antenna tower. The final antenna arrangement will be based on an engineered design, approved by the City.

j. The exact size, location, and construction requirements shall be determined during the plan check submittal process.

(10) Bus Shelters. Landowner shall construct turnouts and bus shelters on the north and south side of North Sunrise Avenue, as approved by the City, with the bus shelter on the north side of North Sunrise Avenue to be solely located in the right of way owned by the City. The City shall pay for the cost of said shelter with the Landowner paying the cost of that turnout. The bus turnout and bus shelter on the south side (Landowner side) of North Sunrise Avenue shall be paid for by Landowner, with the area for such turnout and bus shelter being placed entirely in the landscape setback on North Sunrise Avenue.

(11) Park and Ride. Landowner shall designate twenty-five (25) park and ride spaces on Stone Point Parcel 7 near the corner of Eureka Avenue and North Sunrise Avenue which shall be constructed when Parcel 7 develops.

(12) Storm Water Management Fee. As partial consideration for this Agreement and to offset certain anticipated storm water drainage impacts, Landowner shall pay a Storm Water Management Fee to coordinate storm water management in the City. The fee shall be paid upon issuance of each building permit, in the amount of one hundred dollars (\$100) per dwelling unit .

(13) Watt Avenue Extension and Improvement Fee. Landowner consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a city-wide funding mechanism for the extension and improvement of Watt Avenue at such time as a Watt Avenue extension or improvement and associated funding mechanism may be approved.

(14) South Placer Regional Traffic Fee. Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City.

(15) City-County Traffic Mitigation Fee. Landowner agrees that the Richland Property shall be subject to and pay the City/County Traffic Mitigation Fee as established and adopted by Placer County and the City.

(16) East Roseville Parkway Overlay. On or before recordation of a large lot map for merger and resubdivision of lots 6-14 (SUBD 04-22), Landowner shall pay to City \$30,000 for partial mitigation of traffic noise impacts from East Roseville Parkway. The funds shall be utilized to pay for a portion of the cost of a surface overlay to the concrete bridges crossing Miner's Ravine and Secret Ravine.

(17) Separated Sidewalks and Residential Common Areas. Landowner shall record a declaration of restrictions against all residential property, either

separately or as a part of the CC&R's, to require that a homeowners association or associations shall maintain all common areas, including parkway strips (area between separated sidewalk and curb). This requirement is intended to apply to maintenance of common areas and parkway strips not covered by the Maintenance CFD described below.

(18) Disclosure to Buyers. Landowner shall disclose in writing to all buyers of any residential portion of the Richland Property that development of the Richland Property is planned to include multiple commercial buildings, including 10-story office buildings, and that the impacts of such development may include construction-related noise, traffic and dust, and loss of natural light due to shading and shadow from such buildings. If Landowner or any successor in interest records any covenants, conditions and restrictions (CC&Rs), all CC&Rs shall include such disclosure and the foregoing disclosure shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval.

(19) Water Softeners. As part of its development of the project, Landowner and its successors and assigns shall not provide water stubouts for the installation of water softeners.

3(F) Community Facilities District- Services.

(1) Formation.

(a) Consent, Waiver and Special Benefit. No residential building permit shall be issued until the Richland Property has been annexed into the City's Community Facilities District No. 3 (Municipal Services), at the then current per-unit tax rate (2005 tax rate is \$293 per unit). Landowner consents to and shall cooperate in such annexation or other such financing mechanism for maintenance purposes (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in this Section 3(F).

(b) Zones of Benefit. The Services CFD may be divided as necessary into zones of benefit, among which the amount of assessment may vary.

(c) Obligations. The Services CFD shall provide the funds required to offset the Richland Property's impact on general fund resources available to pay for municipal services citywide, including the Richland Property. The funds shall be utilized for general fund purposes.

3(G) Community Facilities District-Maintenance

(1) Formation

(a) Consent, Waiver and Special Benefit. With respect to the existing Community Facilities District for Services (Services CFD #2), no residential building permit, excluding permits for model homes, shall be issued until a resolution of consideration has been approved, adjusting the allocation of special taxes pursuant to the rezoning of the Richland Property, or until City has determined that a resolution of consideration is not necessary. Landowner consents to and shall cooperate in such resolution and adjusted allocation and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in this Section.

(b) Zones of Benefit. The Maintenance CFD may be divided as necessary into zones of benefit, among which the amount of assessment may vary.

(2) Obligations. The Maintenance CFD shall provide the funds required for the performance of the following maintenance, monitoring and reporting obligations:

(a) Autumn leaf cleanup for collector and local streets;

(b) Maintain neighborhood parks, connecting trail to existing Miner's Ravine, bike trail, overlook and walkway to overlook;

(c) Maintain neighborhood entry features within the Richland Property, public rights-of-way and ancillary landscaping, and landscape corridors;

(d) Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Richland Property.

(e) Maintain open space areas including general maintenance, signage maintenance, bike trail maintenance and trash and debris collection;

(f) Maintain fire breaks within open space areas;

(g) Maintain bus shelters, bus stops and bus signs; and

(h) Annual assessment for stormwater management, in the initial amount of \$18 per dwelling unit, subject to four percent (4%) annual increases.

(3) 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.

(4) Public Parcel Exclusion. Richland expressly agrees that Parcels conveyed or to be conveyed to the City shall be excluded from any assessment imposed by the Maintenance CFD, and acknowledges that such parcels do not and will not receive a special benefit from the Maintenance CFD.

3(H) Community Facilities District – Infrastructure.

(1) Formation.

(a) Consent, Waiver and Special Benefit. With respect to the existing Community Facilities District for Project Infrastructure (Infrastructure CFD), no residential building permit, excluding permits for model homes, shall be issued, until a resolution of consideration has been approved, adjusting the allocation of special taxes pursuant to the rezoning of the Richland Property, or until City has determined that a resolution of consideration is not necessary. Landowner consents to and shall cooperate in such resolution and adjusted allocation and consents herewith to the levy of such special taxes as are necessary to fund the obligations of the Infrastructure CFD in accordance with the rezoning.

6. Section 10 of the Development Agreement, pages 44 and 45, is superseded and is amended by substitution herewith, and Section 10, as set forth below, is substituted therefor:

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  
311 Vernon Street  
Roseville, CA 95678

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

Richland Roseville L.P.  
2220 Douglas Boulevard  
Suite 290  
Roseville, CA 95661  
Attn: Stephen Thurtle

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.

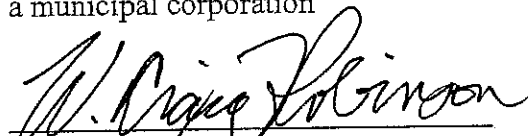
7. The property subject to this Third Amendment is and shall be Parcels 6, 7, 8, 9, 10, 11, 12, 13 and 14 of the Stone Point Master Plan (a portion of Parcel 15 of the NERSP), as described in Exhibit A-1 and as shown on Exhibit A-2, and no other property. With respect to land subject to the Development Agreement which is not part of the property subject to this Third 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 the Development Agreement.

8. All entitlements granted to Landowner pursuant to this Third Amendment (including but not limited to residential units and commercial development area or square footage, capacity or intensity), pertain only to the Richland Property, shall run with the land, are not transferable to any other property and shall not give rise to any other development rights. This Third Amendment shall not be construed to imply that any unused development capacity or intensity can be or shall be transferable to the Richland Property from any other property previously developed under the Development Agreement. All unused units shall revert to the City unit pool and Landowner shall have no subsequent claim to such units.

9. All provisions of the Development Agreement not otherwise inconsistent with this 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 Amendment and the readoption and ratification are consistent with the Roseville General Plan, the NERSP and the EIR certified by the City of Roseville on April 6, 2005.

Approved and adopted pursuant to Ordinance No. 4202, this 6th day of April, 2005.

CITY OF ROSEVILLE,  
a municipal corporation

  
\_\_\_\_\_  
W. CRAIG ROBINSON  
City Manager

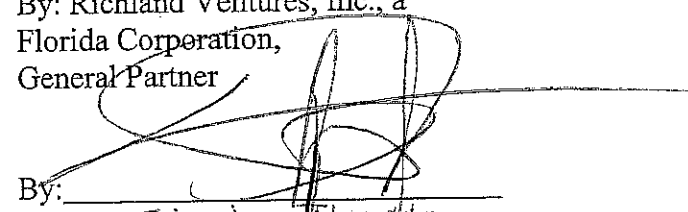
ATTEST:

  
\_\_\_\_\_  
SONIA OROZCO  
City Clerk

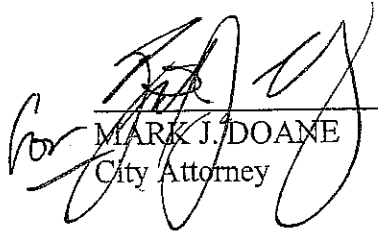
RICHLAND ROSEVILLE, L.P.,  
a Florida Limited Partnership

By: Richland Norcal, Ltd., a  
Florida Limited partnership,  
General Partner

By: Richland Ventures, Inc., a  
Florida Corporation,  
General Partner

  
\_\_\_\_\_  
Name: Stephen Thistle  
Its: Senior Vice President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MARK J. DOANE  
City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  : ss.  
COUNTY OF PLACER            )

On this 9th day of May in the year of 2005, 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: Adopting a Third Amendment to Development Agreement by and Between the City of Roseville, Johnson Ranch Investors and Johnson "Ranch Developers Relative to Parcel 15 in the NERSP

Date of Document: May 9, 2005

Acknowledgment – All Purpose

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of PLACER } ss.

On MARCH 25, 2005 before me, LINDA L. BROWN, NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared STEPHEN THURTELL  
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.  
Linda L. Brown  
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: \_\_\_\_\_

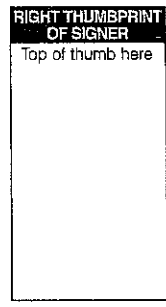


EXHIBIT "A"

DESCRIPTION FOR  
REZONE OF LOTS 8, 9, 10, 11, 12, 13 AND 14 OF THE  
PROPOSED MERGE AND RESUBDIVIDE OF A PORTION  
OF THE STONE POINT SUBDIVISION NO. 00-07

All that certain real property situate in portions of Lots 6, 7, 8, 9, 10, 11, 12, 13 and 14 as shown on that certain Final Map for Stone Point Subdivision No. 00-07 filed for record in Book "Y" of Maps at Page 64, Placer County Records, also being a portion of Section 6, Township 10 North, Range 7 East, Mount Diablo Meridian, and being more particularly described as follows:

**Lot 8**

Being portions of Lots 7, 8 and all of Lot 9 of said subdivision, and more particularly described as follows: Beginning at the Southwest corner of said Lot 8, said point being the **TRUE POINT OF BEGINNING**; thence North  $32^{\circ}19'38''$  East, a distance of 182.34 feet; thence North  $37^{\circ}05'27''$  East, a distance of 120.42 feet; thence North  $32^{\circ}19'38''$  East, a distance of 180.00 feet to a point of curvature to the right having a radius of 20.00 feet and a chord bearing North  $77^{\circ}19'38''$  East, 28.28 feet; thence easterly along the arc, through a central angle of  $90^{\circ}00'00''$ , a distance of 31.42 feet; thence South  $57^{\circ}40'22''$  East, a distance of 80.42 feet; thence South  $52^{\circ}03'25''$  East, a distance of 64.37 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies North  $25^{\circ}42'45''$  East, a radial distance of 556.00 feet and having a chord bearing South  $72^{\circ}31'35''$  East, 159.35 feet; thence easterly along the arc, through a central angle of  $16^{\circ}28'39''$ , a distance of 159.90 feet to a point of curvature of a non tangent curve to the right, of which the radius point lies South  $58^{\circ}07'41''$  East, a radial distance of 20.00 feet and having a chord bearing North  $64^{\circ}36'56''$  East, 21.64 feet; thence northeasterly along the arc, through a central angle of  $65^{\circ}29'15''$ , a distance of 22.86 feet to a point of reverse curvature to the left having a radius of 544.00 feet and a chord bearing South  $85^{\circ}30'37''$  East, 54.47 feet; thence easterly along the arc, through a central angle of  $05^{\circ}44'22''$ , a distance of 54.49 feet to a point of reverse curvature to the right having a radius of 476.00 feet and a chord bearing South  $68^{\circ}12'47''$  East, 328.21 feet; thence easterly along the arc, through a central angle of  $40^{\circ}20'03''$ , a distance of 335.09 feet; thence South  $45^{\circ}23'17''$  West, a distance of 488.16 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies South  $43^{\circ}14'42''$  West, a radial distance of 600.00 feet and having a chord bearing North  $64^{\circ}44'47''$  West, 370.65 feet; thence northwesterly along the arc, through a central angle of  $35^{\circ}58'59''$ , a distance of 376.81 feet to a point of compound curvature to the left having a radius of 200.00 feet and a chord bearing South  $74^{\circ}03'11''$  West, 157.63 feet; thence westerly along the arc, through a central angle of  $46^{\circ}25'05''$ , a distance of 162.03 feet; thence South  $50^{\circ}50'38''$  West, a distance of 9.57 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies South  $50^{\circ}50'38''$  West, a radial distance of 150.00 feet and having a chord bearing North  $48^{\circ}36'26''$  West, 49.26 feet; thence northwesterly along the arc, through a central angle of  $18^{\circ}54'08''$ , a distance of 49.49 feet; thence North  $58^{\circ}03'30''$  West, a distance of 76.14 feet to the POINT OF BEGINNING. Containing 6.629 acres, more or less.

Excepting therefrom a portion of said Lot 9 of said subdivision, more particularly described as follows: Commencing at the Southwest corner of said Lot 9; thence North  $37^{\circ}05'27''$  East, a distance of 38.63 feet; thence North  $32^{\circ}19'38''$  East, a distance of 169.00 feet to the **TRUE POINT OF BEGINNING**; thence continuing northeasterly along said line, a distance of 11.00 feet to a point of curvature to the right having a radius of 20.00 feet and a chord bearing North  $77^{\circ}19'38''$  East, 28.28 feet; thence easterly along the arc, through a central angle of  $90^{\circ}00'00''$ , a distance of 31.42 feet; thence South  $57^{\circ}40'22''$  East, a distance of 11.00 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies South  $32^{\circ}19'38''$  West, a radial distance of 31.00 feet and having a chord bearing South  $77^{\circ}19'38''$  West, 43.84 feet; thence westerly along the arc, through a central angle of  $90^{\circ}00'00''$ , a distance of 48.69 feet to the POINT OF BEGINNING. Exception containing 120 square feet or 0.003 acres, more or less.

Total area of Lot 8, less exception, containing 6.627 acres, more or less.

**Lot 9**

Being portions of Lots 6 and 7 of said Stone Point Subdivision No. 00-07, and more particularly described as follows: Beginning at the Northeast corner of said Lot 6, said point being the **TRUE POINT OF BEGINNING**; thence South 67°39'36" West, a distance of 80.09 feet to a point of curvature to the left having a radius of 900.00 feet and a chord bearing South 56°03'10" West, 362.17 feet; thence southwesterly along the arc, through a central angle of 23°12'53", a distance of 364.65 feet; thence South 44°26'43" West, a distance of 26.12 feet to a point of curvature of a non tangent curve to the right, of which the radius point lies North 44°26'43" East, a radial distance of 200.00 feet and having a chord bearing North 27°08'36" West, 126.33 feet; thence northwesterly along the arc, through a central angle of 36°49'21", a distance of 128.53 feet; thence North 08°43'56" West, a distance of 95.88 feet to a point of curvature to the left having a radius of 375.00 feet and a chord bearing North 25°55'34" West, 221.71 feet; thence northwesterly along the arc, through a central angle of 34°23'16", a distance of 225.07 feet ; thence North 45°23'17" East, a distance of 488.16 feet to a point of curvature of a non tangent curve to the right, of which the radius point lies South 41°57'15" West, a radial distance of 476.00 feet and having a chord bearing South 26°58'54" East, 342.16 feet; thence southeasterly along the arc, through a central angle of 42°07'42", a distance of 349.99 feet to a point of reverse curvature to the left having a radius of 524.00 feet and a chord bearing South 17°01'57" East, 202.03 feet; thence southerly along the arc, through a central angle of 22°13'48", a distance of 203.30 feet to the POINT OF BEGINNING.

Containing 5.167 acres, more or less.

**Lot 10**

Being portions of Lots 13 and 14 of said Stone Point Subdivision No. 00-07, and more particularly described as follows: Commencing at the most westerly corner of said Lot 14 and in common to said lot 13, said point being the beginning of a curve to the right, of which the radius point lies South 44°57'16" West, a radial distance of 524.00 feet and having a chord bearing of South 44°23'52" East, 11.85 feet; thence southeasterly along the arc, through a central angle of 01°17'44", a distance of 11.85 feet to the end of the curve, said point being the **TRUE POINT OF BEGINNING** and a point of curvature of a non tangent curve to the right, of which the radius point lies North 46°15'01" East, a radial distance of 20.00 feet and having a chord bearing North 00°18'43" East, 27.82 feet; thence northerly along the arc, through a central angle of 88°07'24", a distance of 30.76 feet; thence North 44°22'25" East, a distance of 334.34 feet to a point of curvature to the right having a radius of 20.00 feet and a chord bearing South 87°44'20" East, 29.67 feet; thence easterly along the arc, through a central angle of 95°46'31", a distance of 33.43 feet to a point of reverse curvature to the left having a radius of 350.00 feet and a chord bearing South 59°34'38" East, 236.26 feet; thence southeasterly along the arc, through a central angle of 39°27'06", a distance of 241.00 feet to a point of reverse curvature to the right having a radius of 20.00 feet and a chord bearing South 34°06'46" East, 28.38 feet; thence southeasterly along the arc, through a central angle of 90°22'50", a distance of 31.55 feet; thence South 11°04'39" West, a distance of 159.29 feet; thence North 78°55'21" West, a distance of 98.06 feet; thence North 63°41'25" West, a distance of 170.50 feet; thence South 44°22'25" West, a distance of 199.41 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies South 57°38'50" West, a radial distance of 524.00 feet and having a chord bearing North 38°03'05" West, 104.06 feet; thence northwesterly along the arc, through a central angle of 11°23'51", a distance of 104.23 feet to the POINT OF BEGINNING.

Containing 1.950 acres, more or less.

**Lot 11**

Being all of Lots 10 and 11 of said Stone Point Subdivision No. 00-07, excepting therefrom a portion of said Lot 10, being more particularly described as follows:

Beginning at a point on the westerly line of said Lot 10 and the southwesterly terminus of a line shown as North 32°19'38" East, a distance of 24.98 feet on said Final Map, said point being the **TRUE POINT OF BEGINNING**; thence northeasterly along said line, North 32°19'38" East, a distance of 11.00 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies South 57°40'22" East, a

radial distance of 31.00 feet and having a chord bearing South 12°40'22" East, 43.84 feet; thence southerly along the arc, through a central angle of 90°00'00", a distance of 48.69 feet; thence North 57°40'22" West, a distance of 11.00 feet to a point of curve to the right having a radius of 20.00 feet and a chord bearing North 12°40'22" West, 28.28 feet; thence northerly along the arc, through a central angle of 90°00'00", a distance of 31.42 feet to the POINT OF BEGINNING.

Exception containing 120 square feet or 0.003 acres, more or less.

Total area of Lot 11, less exception, containing 9.163 acres, more or less.

#### **Lot 12**

Being all of Lot 12 of said Stone Point Subdivision No. 00-07.

Containing 7.800 acres, more or less.

#### **Lot 13**

Being portions of said Lots 13 and 14 of said Stone Point Subdivision No. 00-07, and more particularly described as follows: Beginning at the Southwest corner of said Lot 13, said point being the **TRUE POINT OF BEGINNING**; thence North 44°22'25" East, a distance of 319.11 feet; thence North 11°49'31" West, a distance of 182.28 feet; thence North 78°10'15" East, a distance of 609.98 feet; thence South 01°09'17" West, a distance of 312.98 feet; thence South 01°45'07" West, a distance of 292.71 feet; thence South 18°35'12" East, a distance of 101.50 feet; thence South 01°44'25" East, a distance of 61.77 feet; thence North 78°06'17" West, a distance of 133.89 feet; thence North 44°55'03" West, a distance of 188.15 feet; thence North 78°55'21" West, a distance of 60.00 feet; thence North 11°04'39" East, a distance of 159.29 feet to a point of curvature to the left having a radius of 20.00 feet and a chord bearing North 34°06'46" West, 28.38 feet; thence northwesterly along the arc, through a central angle of 90°22'50", a distance of 31.55 feet to a point of reverse curvature to the right having a radius of 350.00 feet and a chord bearing North 59°34'37" West, 236.26 feet; thence northwesterly along the arc, through a central angle of 39°27'06", a distance of 241.00 feet to a point of reverse curvature to the left having a radius of 20.00 feet and a chord bearing North 87°44'20" West, 29.67 feet; thence westerly along the arc, through a central angle of 95°46'31", a distance of 33.43 feet; thence South 44°22'25" West, a distance of 334.34 feet to a point of curvature to the left having a radius of 20.00 feet and a chord bearing South 00°18'43" West, 27.82 feet; thence southerly along the arc, through a central angle of 88°07'24", a distance of 30.76 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies South 46°15'00" West, a radial distance of 524.00 feet and having a chord bearing North 45°45'53" West, 36.85 feet; thence northwesterly along the arc, through a central angle of 04°01'47", a distance of 36.85 feet to the POINT OF BEGINNING. Containing 6.125 acres, more or less.

#### **Lot 14**

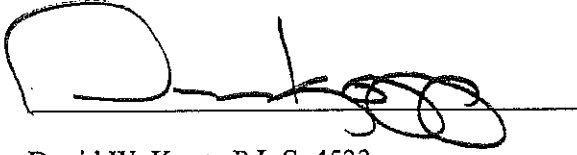
Being portions of Lots 13 and 14 of said subdivision, and more particularly described as follows: Beginning at the Northeast corner of said Lot 14, said point being the **TRUE POINT OF BEGINNING**; thence South 01°44'25" East, a distance of 42.20 feet; thence South 20°00'56" West, a distance of 282.11 feet; thence South 77°38'05" West, a distance of 60.52 feet; thence South 55°15'43" West, a distance of 293.91 feet; thence North 45°33'17" West, a distance of 135.37 feet to a point of curvature to the right having a radius of 476.00 feet and a chord bearing North 25°44'10" West, 322.77 feet; thence northwesterly along the arc, through a central angle of 39°38'13", a distance of 329.30 feet to a point of reverse curvature to the left having a radius of 524.00 feet and a chord bearing North 19°08'07" West, 239.62 feet; thence northerly along the arc, through a central angle of 26°26'06", a distance of 241.76 feet; thence North 44°22'25" East, a distance of 199.41 feet; thence South 63°41'25" East, a distance of 170.50 feet; thence South 78°55'21" East, a distance of 98.06 feet; thence continuing easterly along said line, a distance of 60.00 feet; thence South 44°55'03" East, a distance of 188.15 feet; thence South 78°06'17" East, a distance of 133.89 feet to the POINT OF BEGINNING.

Containing 7.280 acres, more or less.

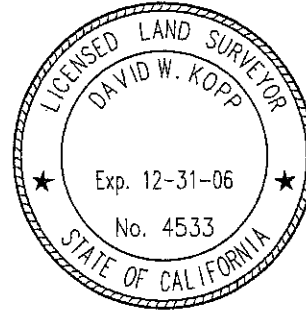
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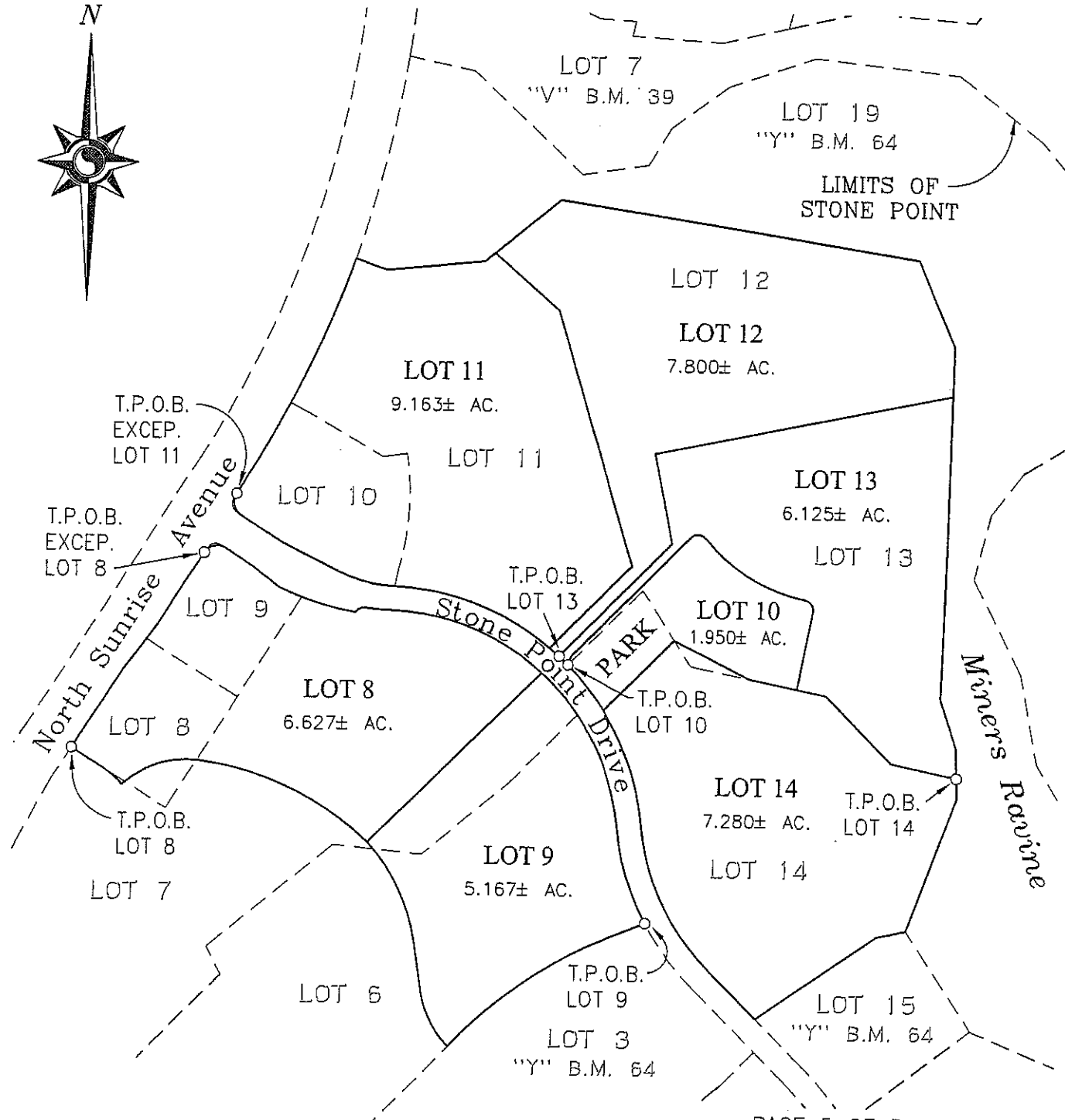
DESCRIPTION PREPARED BY:

**MACKAY & SOMPS CIVIL ENGINEERS, INC.**  
1552 Eureka Road, Suite 100  
Roseville, California 95661-2944

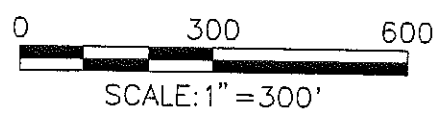


David W. Kopp, P.L.S. 4533  
License Exp. Date: 12-31-06  
Date: 3/25/05





PAGE 5 OF 5



This exhibit is for graphic purposes only. Any errors or omissions on this exhibit shall not affect the deed description.

EXHIBIT "B"  
 REZONE - LOTS 8 THROUGH 14  
 STONE POINT  
 ROSEVILLE, CALIFORNIA

**MACKAY & SOMPS**  
 CIVIL ENGINEERS, INC.  
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING  
 ROSEVILLE, CALIFORNIA

don	1"=300'	12/02/04	18154-RZ1
DRAWN BY	SCALE	DATE	JOB NO.

ORDINANCE NO. 4202

ADOPTING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, JOHNSON RANCH INVESTORS AND JOHNSON RANCH DEVELOPERS RELATIVE TO PARCEL 15 IN THE NORTHEAST ROSEVILLE SPECIFIC PLAN, 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 Third Amendment to Development Agreement by and between the City of Roseville, Johnson Ranch Investors and Johnson Ranch Developers with the Richland Roseville L.P., to alter and clarify provisions in the existing Development Agreement relating to Parcel 15 in the Northeast Roseville Specific Plan.

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

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

SECTION 3. The Third Amendment to Development Agreement by and between the Richland Roseville L.P. 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 the Third 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 6th day of April, 2005, by the following vote on roll call:

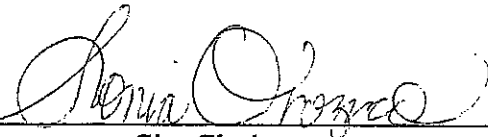
AYES            COUNCILMEMBERS:    Allard, Roccucci, Gray, Rockholm, Garbolino

NOES            COUNCILMEMBERS:    None

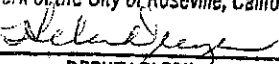
ABSENT        COUNCILMEMBERS:    None

  
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

25

