

*Don Sammis
Roseville Assoc.*

WHEN RECORDED RETURN TO:

THE SARES COMPANY
1451 River Park Drive, Suite 110
Sacramento, CA 95815
ATTN: Randy Collins

93-37177
5-25-93

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF ROSEVILLE AND SAMMIS ROSEVILLE ASSOCIATES
RELATIVE TO THE NORTHWEST ROSEVILLE SPECIFIC PLAN**

This First Amendment to Development Agreement is hereby made as of this 24th day of May, 1993, by and between the **CITY OF ROSEVILLE**, a municipal corporation (the "City") and **SAMMIS ROSEVILLE ASSOCIATES**, a California general partnership ("Developer"), with respect to the following facts:

RECITALS

WHEREAS, the City and Developer entered into that certain Development Agreement by and between the City of Roseville and Sammis Roseville Associates Relative to the Northwest Roseville Specific Plan, recorded October 11, 1989, in Book 3722, Page 348 of the Placer County Official Records (the "Development Agreement"); and

WHEREAS, the City and Developer have amended the plan for development (the "amended plan") of a portion of the property that is the subject of the Development Agreement, commonly known as Woodcreek Oaks Village 12, which portion of property is more particularly described as Parcel 2 in Exhibit "A" of the Development Agreement; and

WHEREAS, the City has approved a specific plan amendment, rezoning, tentative subdivision map and final subdivision map in accordance with the amended plan; and

WHEREAS, the City and Developer desire to amend the Development Agreement to conform to the amended plan and said approvals related thereto.

NOW, THEREFORE, the City and Developer hereby amend the Development Agreement as follows:

1. The second row in Table "A" of the Development Agreement that corresponds to Parcel No. 2 is hereby is amended in its entirety to read as follows:

<u>PARCEL NO.</u>	<u>LAND USE</u>	<u>ACREAGE</u>	<u>UNITS</u>
2	Residential Single-Family	29.177	186

2. The description of Parcel 2 in the property description in Exhibit "A" to the Development Agreement is amended to mean and refer to Parcel 2 as it is described in Exhibit "1" attached hereto and incorporated herein by this reference. Accordingly, the property description of Parcel 2 in said Exhibit "1" hereby replaces the original property description of Parcel 2 in said Exhibit A.

Except as modified hereby, the unmodified terms and conditions of the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed the Amendment as of the date first above written.

CITY:

CITY OF ROSEVILLE, a municipal corporation

By: Allen E. Johnson
ALLEN E. JOHNSON
City Manager

ATTEST:

By: Carolyn K. Parkinson
ASSISTANT CITY CLERK
HELEN FLORANCE
City Clerk

APPROVED AS TO FORM:

By: Michael F. Dean
MICHAEL F. DEAN
City Attorney

DEVELOPER:

SAMMIS ROSEVILLE ASSOCIATES,
a California general partnership

By: SAMMIS FOOTHILL ASSOCIATES,
a California general partnership
Its: General Partner

By: DPA POOL, a California limited partnership
Its: Sole General Partner

By: Sammis Global Pool, a California limited partnership
Its: Sole General Partner

By: Sammis Master Partnership, a California limited partnership
Its: Sole General Partner

By: John S. Hagestad
John S. Hagestad,
Its: Managing General Partner

BY: NEW ENGLAND MUTUAL LIFE
INSURANCE COMPANY, a Massachusetts
corporation, for and on behalf of its
Development Properties Account
Its: General Partner

By: COPLEY REAL ESTATE ADVISORS,
INC., a Massachusetts Corporation
Its: Asset Manager and Advisor
Hereunto Duly Authorized

By: James D. Flynn
Print Name: _____
Its: MANAGING DIRECTOR

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

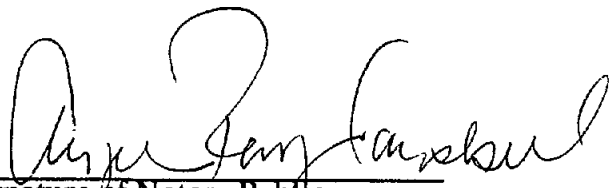
SS:

On March 23, 1993, before me, Angela Perry Campbell, Notary Public, personally appeared **James D. Flynn**,

 X personally known to me --- OR ---
 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.



Signature of Notary Public

My commission expires: 5/8/98

CAPACITY CLAIMED BY SIGNER:

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

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): **James D. Flynn of Copley Real Estate Advisors, Inc., as asset manager and advisor to New England Mutual Life Insurance Company**

EXHIBIT "1"



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1788 Tribute Road, Suite 200
Sacramento, CA 95815
916/927-2400
Fax: 916/567-0120

March 18, 1993
89-0201

DESCRIPTION

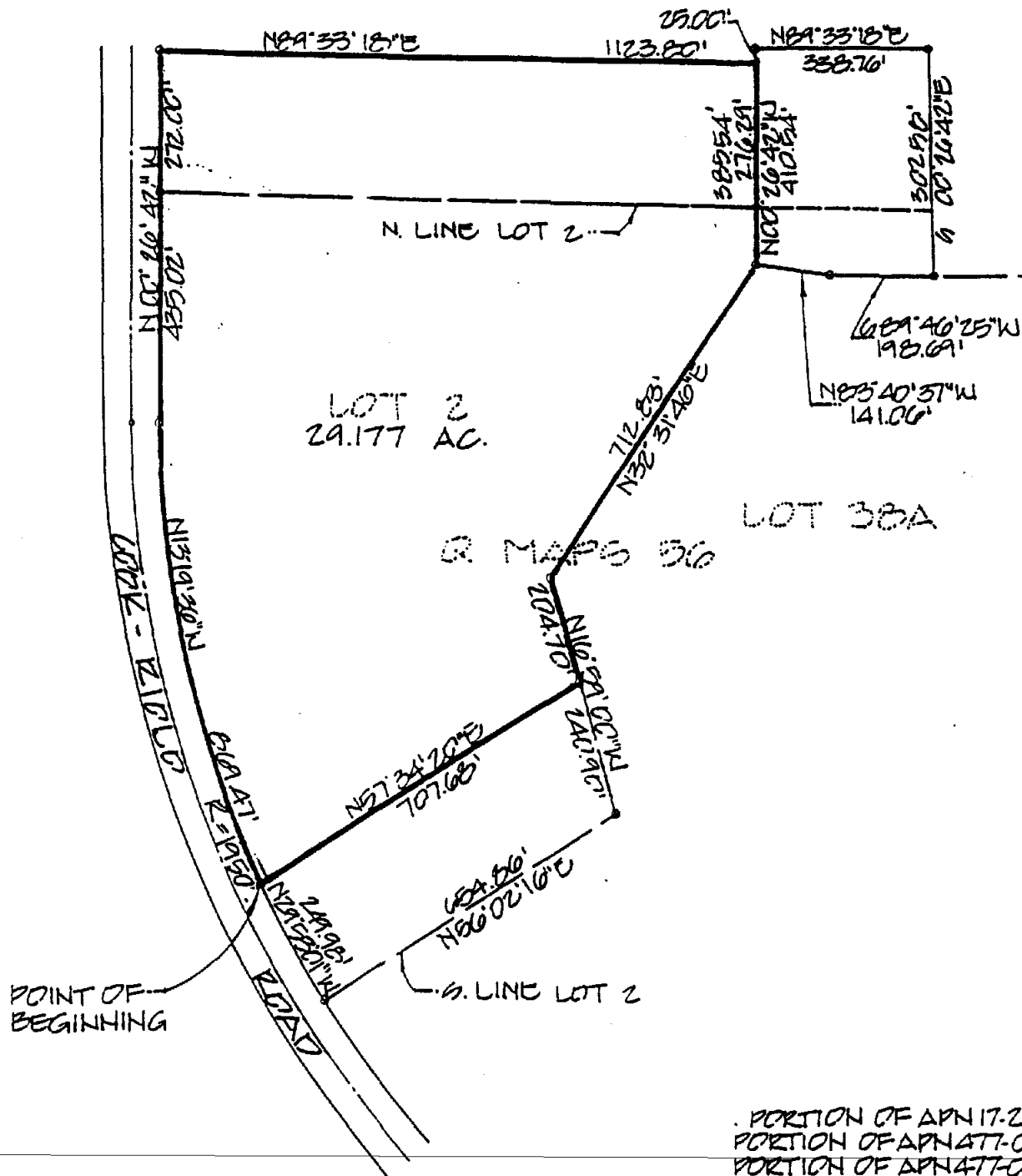
NORTHWEST ROSEVILLE SPECIFIC PLAN PARCEL 2

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

All that portion of Lot 2 as said lot is shown and so designated on the Plat of Northwest Roseville Specific Plan Unit No. 2 filed in Book Q of Maps, Page 56, Placer County Records, and a portion of Section 20, Township 11 North, Range 6 East, M.D.M., described as a whole as follows:

BEGINNING at a point on the Westerly line of said Lot 2 from which point the most Southerly corner of said Lot 2 bears South 29°53'01" East 249.98 feet; thence, from said point of beginning, along said Westerly line of Lot 2 the following two (2) courses: (1) Northerly along the arc of a non-tangent curve to the right, concave to the East, having a radius of 1950.00 feet and being subtended by a chord bearing North 13°19'36" West 869.47 feet; and (2) North 00°26'42" West 435.02 feet to the Northwesterly corner of said Lot 2; thence, North 00°26'42" West 272.00 feet; thence, North 89°33'18" East 1123.80 feet; thence, South 00°26'42" East 385.54 feet to an angle point on the Southeasterly line of said Lot 2; thence, along said Southeasterly line the following two (2) courses: (1) South 32°31'46" West 712.83 feet; and (2) South 16°59'00" East 204.70 feet; thence, South 57°34'20" West 707.68 feet to the point of beginning; containing 29.177 acres, more or less.

EXHIBIT "1"
(cont.)



. PORTION OF APN 17-230-07
 PORTION OF APN 477-090-07
 PORTION OF APN 477-090-03



MORTON & PITALO, INC.
CIVIL ENGINEERING · PLANNING · SURVEYING

EXHIBIT MAP

PARCEL 2

DATE: FEB. 1992 IOB NO: 890201

SCALE: 1" = 300' DRAWN/ENGR:

**SHEET
OF
10501**

NORTHWEST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE CALIFORNIA

ORDINANCE NO. 2695

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING THE FIRST AMENDMENT TO THE DEVELOPMENT
AGREEMENT WITH SAMMIS ROSEVILLE ASSOCIATES
RELATING TO THE NORTHWEST 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 Article 30 of Ordinance No. 802, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment to the Development Agreement with Sammis Roseville Associates relating to the Northwest Roseville Specific Plan.

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

1. The First Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and any applicable Specific Plan;
2. The First Amendment to the Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;
3. The First Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use practice;
4. The First Amendment to the Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
5. The First Amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
6. The development permitted by the First Amendment to the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the First Amendment to the Development Agreement.

SECTION 3. The First Amendment to the Development Agreement by and between Sammis Roseville Associates and the City of Roseville, relating to the Northwest Roseville Specific Plan, 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 First Amendment to the Development Agreement within 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 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 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 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 21st day of April, 1993, by the following vote on roll call:

AYES COUNCILMEMBERS: Pauline Roccucci, Fred M. Jackson, Mel Hamel, Bill Santucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Harry Crabb, Jr.

Bill Santucci
MAYOR

ATTEST:

Debra Mullins, Deputy
CITY CLERK