

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383



PLACER, County Recorder

JIM MCCAULEY

DOC- 2005-0121531

Monday, SEP 12, 2005 09:11:49

NOC \$0.0011

Ttl Pd \$0.00

Nbr-0001357123

JMJ/JJ/1-20

(THIS SPACE RESERVED FOR RECORDER'S USE)

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN
SAMMIS ROSEVILLE ASSOCIATES AND THE CITY OF ROSEVILLE, RELATIVE TO
PARCEL 11 OF THE NORTHWEST ROSEVILLE SPECIFIC PLAN

6

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
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(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**SECOND AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
SAMMIS ROSEVILLE ASSOCIATES AND
THE CITY OF ROSEVILLE,
RELATIVE TO PARCEL 11 OF THE NORTHWEST ROSEVILLE SPECIFIC PLAN
(Bollinger Properties, LLC and Peter P. Bollinger Investment Company)**

THIS AMENDMENT is entered into this 6th day of September, 2005 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 October 6, 1989, the City and Landowner's predecessor-in-interest, Sammis Roseville Associates, entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Sammis Roseville Associates Relative to the Northwest Roseville Specific Plan", which was recorded in the Official Records of Placer County on October 11, 1989, in Book 3732, Page 348 (the "**Original Development Agreement**").

B. On January 7, 2000, the City and Landowner's predecessor-in-interest, Sierra Woodcreek, LLC, entered into that certain First Amendment to Development Agreement, which was recorded January 17, 2000, Series No. 2000-0003095 (the "**First Amendment**"). The First Amendment and Original Development Agreement are collectively the "**Development Agreement.**" Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

C. This Second Amendment amends the Development Agreement as to the property identified in the Northwest Roseville Specific Plan as Parcel 11, which property is more particularly described in **Exhibit "A"** attached hereto (the "**Property**" or "**Parcel 11**"). This Second Amendment shall run with the land with respect to the Property.

D. On May 26, 2005, 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 Second Amendment and recommended that the City Council approve this Agreement.

E. On July 20, 2005, the City Council ratified as adequate and complete the Mitigated Negative Declaration (the "**Negative Declaration**") for the development of Parcel 11 (the "**Project**"). Mitigation measures were suggested in the Negative Declaration and are incorporated in the Project and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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

G. The City Council has found and determined that this amendment (the "**Amendment**") of the Development Agreement is consistent with the General Plan and the Northwest 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 11 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. 05-367 ;

5.2 The Northwest Roseville Specific Plan, as amended and adopted by Resolution No. 05-370, (the "**Specific Plan**");

5.3 The Rezoning of the portion of the Property for residential use pursuant to Ordinance No. 4258, dated August 3, 2005;

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. 4259 (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 acreages set forth in Section 2.2 of the Development Agreement are revised to read as follows:

Small Lot, Low Density Residential	53 units (MDR-7.97) on 6.65± acres
Commercial	4.97± acres

c. Revised Section 2(E) (Affordable Housing). Section 2(E) of the Development Agreement is hereby revised in its entirety to read as follows:

"2(E). Affordable Housing. In accordance 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 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 two (2) units affordable for purchase to low income households, and one (1) unit affordable for purchase to middle income households in accordance with the provisions of Section 2.5.1 below. In addition, Landowner shall provide two (2) 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 2.5.2 below as an alternative to providing two (2) 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(E)(1). Affordable Purchase Residential Units. Landowner agrees that, subject to the provisions of Section 2.5 above, two (2) single family residential units shall be reserved for participation in the City's low income affordable purchase program, and one (1)

single family residential unit 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(E)(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(E)(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(E)(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(E)(2). In Lieu Affordable Housing Fund. In satisfaction of that portion of Landowner's affordable housing obligation not addressed through the reservation of two (2) low-income affordable purchase units and one (1) middle income affordable purchase unit pursuant to section 2.5.1 above, Landowner agrees to make provision for an additional two (2) very low income affordable units through an in lieu housing fund in the amount of \$55,000 per unit for a total of \$110,000. The in lieu funds shall be generated through a fee of \$2,075 per unit to be paid by all of the 53 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(E)(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 2(F)(1) (Park and Ride). New Sections 2(F)(1)(b) through 2(F)(1)(e) of the Development Agreement is hereby added as follows:

"2(F)(1)(b). Park and Ride. On or before the issuance of the first building permit for a commercial building within Parcel 11, Landowner shall pay the City the sum of \$50,000 (the **“Park and Ride Payment”**), to be used by the City for the development of a park and ride facility. If the Park and Ride Payment is made more than one (1) year after the Effective Date of this Amendment, then the amount of the Park and Ride Payment shall be increased by the percentage increase, if any, between the Engineering News Record Construction Cost Index for the United States average of the 20-cities and San Francisco (CCI) published as of the Effective Date and as of the date of such payment.

2(F)(1)(c). Homeowner Transportation Alternatives (Residential Distribution of Marketing Materials). 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.

2(F)(1)(d). Bus Shelter Maintenance. Landowner shall maintain the bus shelter at the northwest corner of Foothills Boulevard and Pleasant Grove Boulevard.

2(F)(1)(e). 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 11. 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”

e. New Sections 2(F)(6) – 2(F)(12) (Special Requirements). New Sections 2(F)(6) through 2(F)(10) of the Development Agreement are hereby added as follows:

“2(F)(6). Community Benefit Fee. Landowner agrees to pay a Community Benefit Fee \$1,280 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.

2(F)(7). 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.

2(F)(8). 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.

2(F)(9). No Water Softeners. Landowner shall not provide water stub outs in building construction for the future installation of water softeners.

2(F)(10). Negative Declaration Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the Negative Declaration related to such development which are adopted by the City and are identified in the mitigation monitoring plan as being a responsibility of Landowner.

2(F)(11). 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; and (ii) maintenance of all the private roadways located within the Property, including, where applicable, the sidewalks that are appurtenant thereto and any street landscaping that is not maintained by the commercial portion of Parcel 11.

2(F)(12). 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."

f. Revised Section 3(A)(2) (Park Dedications and Fees). Section 3(A)(2) of the Development Agreement is hereby revised in its entirety to read as follows:

"3(A)(2). Parks and Open Space. Landowner is required to meet the park dedication requirement of 9 acres per 1000 population which equates to 1.27 acres total divided among active neighborhood, city wide and open space parkland. Landowner shall meet these park obligations through in-lieu fees. Landowner shall pay an in-lieu fee for the 1.27 acres of park and open space dedication as set forth in Section 3(A)(2)(a) below.

3(A)(2)(a) Parkland Dedications. Landowner is required to dedicate the equivalent to 0.423 each acres of open space, neighborhood and city wide parkland as part of its 1.27 acre.

3(A)(2)(a)(1) Neighborhood Parkland Dedication Fee. 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 pay an in-lieu fee of \$84,600.00, with fifty percent (50%), or \$42,300.00, payable upon the issuance of the first building permit, and the balance to be paid by March 1, 2007, to satisfy the neighborhood Parkland dedication requirement.

3(A)(2)(a)(2) City Wide Parkland 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 0.423 acres. This equates to \$84,600.00, with fifty percent (50%), or \$42,300.00, payable at the first building permit on the Property, and the balance paid by March 1, 2007.

3(A)(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 \$1,674.00 per single family residential unit with a credit for parkland dedication of \$521.00 per single family

residential unit, for a net Citywide cash fee of \$1,153.00 per single family residential unit. The neighborhood park development fee is \$720.00 per single family residential unit. Fees are subject to annual inflationary adjustment on July 1, and are based on the "CCP".

3(A)(2)(a)(4) Open Space 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 0.423 acres, equating to \$12,690.00, with fifty percent (50%), or \$6,345.00, payable at issuance of the first building permit on the Property, and the balance paid by March 1, 2007.

3(A)(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."

g. Revised Section 3(A)(4) (School Mitigation). Section 3(A)(4) of the Development Agreement is hereby revised in its entirety to read as follows:

"3(A)(4). School Fee Agreements. Landowner has entered into or negotiated separate written agreements with the Dry Creek School District and the Roseville Joint Union High School District to mitigate the impacts of development of the Property on said school districts. From and after execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall not refrain from approving any subdivision maps or other such entitlements for the Property or from issuing any building permits for development thereof consistent with the Entitlements on the basis of adverse impacts of such development on school facilities. Landowner agrees that a default under either of these school agreements shall also constitute a default under this Agreement with the City."

h. New Section 3(A)(10) (Services District). New Section 3(A)(10) of the Development Agreement is hereby added as follows:

"3(A)(10) Services District Formation, Consent, Waiver and Special Benefit. No residential building permit shall be issued until the residential portion of the Property has been included into a CFD Services District. Landowner consents to and shall cooperate in such annexation or formation or other such financing mechanism for maintenance purposes for the residential portion of the Property (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. For purposes of Article XIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the residential portion of the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the residential portion of the Property. The services district shall include the following:

(i) Assessment for Stormwater Management, which shall be initially assessed at \$18 per dwelling unit annually; and

(ii) Assessment for Emergency Services, which shall be initially assessed at \$285 per dwelling unit equivalent.”

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.”

j. 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 11 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.

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. 4259, adopted by the Council of the City of Roseville on the 3rd day of August, 2005, and Landowner has caused this Amendment to be executed.

CITY:


**CITY OF ROSEVILLE,
a municipal corporation**

By: 

W. Craig Robinson
City Manager


LANDOWNER:

**PETER P. BOLLINGER INVESTMENT
COMPANY, a California limited partnership**

By: 

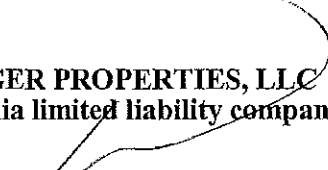
Peter P. Bollinger, as Trustee of
the PPB Revocable Trust
General Partner

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

[ALL SIGNATURES MUST BE NOTARIZED]

EXHIBIT A

Legal Description of Parcel 11

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

Parcel 3, as shown on the Parcel Map filed August 10, 1989, in Book 25 of Parcel Maps, Page 13

REVISED EXHIBIT "B"

Revised Land Use Map for Parcel 11

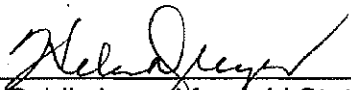
NEW EXHIBIT "B-1"

Preliminary Site Plan for Development of the Project

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 6th day of September 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.



Notary Public in and for said State



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

Title or Type of Document: Second Amendment of Development Agreement By and Between Sammis Roseville Associates and the City of Roseville, Relative to Parcel 11 of the Northwest Roseville Specific Plan.

Date of Document: September 6, 2005

Acknowledgment – All Purpose

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
County of Sacramento) ss.

On 8-03-05 before me, Renee Morgan, Notary Public, personally appeared Peter P. Bollinger personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Signature Renee Morgan

(Seal)

ORDINANCE NO. 4259

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
REGARDING THE NORTHWEST ROSEVILLE SPECIFIC PLAN PARCEL 11,
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 Second Amendment to Development Agreement by and between the City of Roseville and Sammis Roseville Associates relative to the development known as the Northwest Roseville Specific Plan, by and between the City of Roseville, Bollinger Properties, LLC and Peter P. Bollinger Investment Company (hereinafter, the "Second Amendment to Development Agreement").

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

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

SECTION 3. The Second Amendment to Development Agreement, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, 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 Second Amendment to Development Agreement, within ten (10) days of its execution 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 3rd day of August, 2005, by the following vote on roll call:

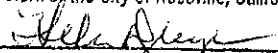
AYES	COUNCILMEMBERS:	Allard, Roccucci, Gray, Rockholm, Garbolino
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None


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