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City Clerk  
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Roseville, CA 95678

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PLACER, County Recorder  
RYAN RONCO  
DOC- 2020-0092428-00

THURSDAY, AUG 27, 2020 02:27 PM  
MIC \$0.00 | AUT \$0.00 | SBS \$0.00  
ERD \$0.00 | SB2 \$0.00 | \* \$0.00  
ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02927684  
CLKBZLH9T2/MD/1-19

(THIS SPACE RESERVED FOR RECORDER'S USE)

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**DEVELOPMENT AGREEMENT AMENDMENT NINE – WEST ROSEVILLE SPECIFIC  
PLAN PARCELS F-71 AND F-66**

**NINTH AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND AMONG  
THE CITY OF ROSEVILLE  
AND JEN CALIFORNIA 15 LLC, TAYLOR MORRISON OF CALIFORNIA,  
LLC, AND WEST ROSEVILLE DEVELOPMENT COMPANY, INC.  
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Ninth Amendment of Development Agreement (“Ninth Amendment”) is entered into this 11 day of April, 2020, by and among the CITY OF ROSEVILLE, a municipal corporation (“City”) and JEN CALIFORNIA 15 LLC, a California limited liability company, Taylor Morrison of California, LLC, a California limited liability company, and West Roseville Development Company, Inc., a Delaware corporation (collectively, “Developer”), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. Developer’s predecessor in interest, Roseville Fiddymt Land Venture, LLC (“RFLV”) and City entered into a Development Agreement (the “Development Agreement”) which was approved by the City Council of City on February 23, 2004, and recorded on June 21, 2004, in the Official Records of Placer County as Document No. 2004-0080708. The Development Agreement governs a portion of the West Roseville Specific Plan Area (“Specific Plan”, “WRSP”, or “Plan Area”). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (Catalano v. Roseville and Defenders of Wildlife v. Norton) imposed additional conditions on the WRSP that require implementation through amendment of the Development Agreement.

C. On January 4, 2006, City and RFLV, by Ordinance No. 4324, entered into the First Amendment of the Development Agreement (“First Amendment”). The First Amendment was recorded on March 2, 2006, in the Official Records of Placer County as Instrument No. 2006-0022488.

D. On June 18, 2008, City and RFLV, by Ordinance No. 4668, entered into the Second Amendment of the Development Agreement (“Second Amendment”). The Second Amendment was recorded on July 22, 2008, in the Official Records of Placer County as Instrument No. 2008-0059263.

E. On September 2, 2009, City and RFLV, by Ordinance No. 4767, entered into the Third Amendment of the Development Agreement (“Third Amendment”). The

Third Amendment was recorded on September 10, 2009, in the Official Records of Placer County as Instrument No. 2009-0078876.

F. On July 17, 2013, City and ATC Realty One, LLC, by Ordinance No. 5211, entered into the Fourth Amendment of the Development Agreement (“Fourth Amendment”). The Fourth Amendment was recorded on August 20, 2013, in the Official Records of Placer County as Instrument No. 2013-0082174.

G. On May 7, 2014, City and ATC Realty One, LLC, by Ordinance No. 5337, entered into the Fifth Amendment of the Development Agreement (“Fifth Amendment”). The Fifth Amendment was recorded on June 18, 2014, in the Official Records of Placer County as Instrument No. 2014-0040699.

H. On August 6, 2014, City and West Roseville Development Company, Inc., by Ordinance No. 5385, entered into the Sixth Amendment of the Development Agreement (“Sixth Amendment”). The Sixth Amendment was recorded on August 14, 2014, in the Official Records of Placer County as Instrument No. 2014-0055752.

I. On September 15, 2017, City and ATC Realty One, LLC and Fiddymint 116 Lots, LLC, by Ordinance No. 5863, entered into the Seventh Amendment of the Development Agreement (“Seventh Amendment”). The Seventh Amendment was recorded on September 22, 2017, in the Official Records of Placer County as Instrument No. 2017-0073441.

J. On 4/01, 2020, City, ATC Realty One, LLC, and Roseville Schools, LLC, by Ordinance No 6208, entered into the Eighth Amendment of the Development Agreement (“Eighth Amendment”). The Eighth Amendment was recorded on 6.9.2020 2020, in the Official Records of Placer County as Instrument No. 2020- 0054607-00

K. This Ninth Amendment affects that property owned by Developer within the Plan Area (the “Ninth Amendment Property”), as described in Exhibit “A” and depicted in Exhibit “B” attached to this Ninth Amendment.

L. This Ninth Amendment affects the Ninth Amendment Property and shall run with the land described herein.

M. The Ninth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. Extended Term. For purposes of Section 1.3, City and Developer hereby agree to extend the term of the Development Agreement to and through March 29, 2054, unless the Development Agreement is terminated, modified or extended by

circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.

b. REVISED SECTION 3.7.8. Section 3.7.8 is revised in its entirety to read as follows:

“3.7.8 Water Conservation Goal for the Property. The City has determined, and the Developer agrees, that the available water supply is sufficient to serve the Property. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Property. The demand for water at build-out of the Property was determined by reference to the City’s current information on water usage for the various land uses included and permitted within the City and the proposed land uses within the Property and by reference to the Developer’s Water Conservation Plan which includes a reduction in water use by 20.4% over current use characteristics.

The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied that the demand and source assumptions relied upon to assure water for the Project (including the Ninth Amendment Property) are valid.”

2. EXHIBITS. The following New Exhibits and Revised Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement. Accordingly, all references to the applicable Exhibits in the Development Agreement, as amended hereby, shall mean and refer to the corresponding New and Revised Exhibits below:

New Exhibit A	Description of Ninth Amendment Property
New Exhibit B	Depiction of Ninth Amendment Property

3. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Ninth Amendment of the Development Agreement is consistent with the General Plan and the West Roseville Specific Plan.

4. AMENDMENT. This Ninth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

5. FORM OF AMENDMENT. This Ninth Amendment is executed in two duplicate 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 Ninth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 6209, adopted by the Council of the City of Roseville on the 1<sup>st</sup> day of April, 2020.

CITY OF ROSEVILLE,  
a municipal corporation

JEN CALIFORNIA 15 LLC, a California  
limited liability company

By: [Signature]  
Dominick Casey  
City Manager

By: [Signature]  
Its: CLIFTON TAYLOR V.P.  
Clifton Taylor

ATTEST:

TAYLOR MORRISON OF  
CALIFORNIA, LLC, a  
California limited liability company

By: [Signature]  
Sonia Orozco  
City Clerk

APPROVED AS TO FORM:

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

By: [Signature]  
Robert R. Schmitt  
City Attorney

APPROVED AS TO SUBSTANCE:

WEST ROSEVILLE DEVELOPMENT  
COMPANY, INC., a California  
corporation

By: [Signature]  
Mike Isom  
Development Services Director

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

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

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CITY OF ROSEVILLE,  
a municipal corporation

JEN CALIFORNIA 15 LLC, a California  
limited liability company

By: \_\_\_\_\_  
Dominick Casey  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
Sonia Orozco  
City Clerk

TAYLOR MORRISON OF  
CALIFORNIA, LLC, a  
California limited liability company

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert R. Schmitt  
City Attorney

By: \_\_\_\_\_  
Its: VICE-PRESIDENT  
Jay Pawlek

APPROVED AS TO SUBSTANCE:

WEST ROSEVILLE DEVELOPMENT  
COMPANY, INC., a California  
corporation

By: \_\_\_\_\_  
Mike Isom  
Development Services Director

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

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

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CITY OF ROSEVILLE,  
a municipal corporation

JEN CALIFORNIA 15 LLC, a California  
limited liability company

By: \_\_\_\_\_  
Dominick Casey  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
Sonia Orozco  
City Clerk

TAYLOR MORRISON OF  
CALIFORNIA, LLC, a  
California limited liability company

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert R. Schmitt  
City Attorney

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

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Mike Isom  
Development Services Director

WEST ROSEVILLE DEVELOPMENT  
COMPANY, INC., a California  
corporation

By: \_\_\_\_\_  
Its: President  
James C. Ghielmetti

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

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CITY OF ROSEVILLE,  
a municipal corporation

JEN CALIFORNIA 15 LLC, a California  
limited liability company

By: \_\_\_\_\_  
Dominick Casey  
City Manager

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

ATTEST:

By: \_\_\_\_\_  
Sonia Orozco  
City Clerk

TAYLOR MORRISON OF  
CALIFORNIA, LLC, a  
California limited liability company

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert R. Schmitt  
City Attorney

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

APPROVED AS TO SUBSTANCE:

WEST ROSEVILLE DEVELOPMENT  
COMPANY, INC., a California  
corporation

By: \_\_\_\_\_  
Mike Isom  
Development Services Director

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

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

Donald H. Kuemmeler

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer }

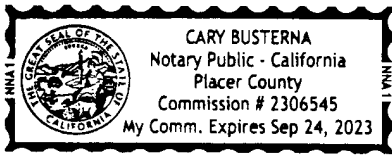
On April 30<sup>th</sup> 2020 before me, Cary Busterna, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Dominick Casey  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Cary Busterna  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

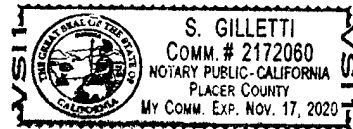
State of California  
County of Placer

On February 11, 2020 before me, S. Gilletti, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *S. Gilletti* (Seal)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California )SS  
COUNTY OF Alameda )

On February 6, 2020 before me, Susan M. Brady, Notary Public, personally appeared  
James C. Ghielmetti

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

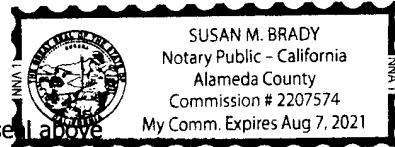
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Susan M. Brady*

Affix appropriate seal above



**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF California )SS  
COUNTY OF Sacramento )

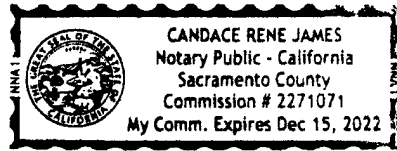
On February 14, 2020, before me, Candace Rene James, Notary Public, personally appeared Jay Pawlek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Candace Rene James



My Commission Expires: December 15, 2022

*This area for official notarial seal*

Notary Name: Candace Rene James

Notary Phone: 916-355-8900

Notary Registration Number: 2271071

County of Principal Place of Business: Sacramento

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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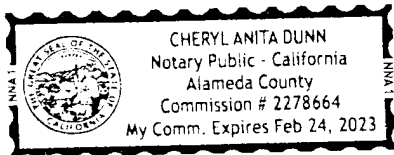
State of California

County of San Francisco }

On 2-7-2020 before me, Cheryl Anita Dunn, Notary Public  
Date Here/Insert Name and Title of the Officer

personally appeared Donald H. Kuehmer  
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Cheryl Dunn  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**Exhibit A**  
**Description of Ninth Amendment Property**

**EXHIBIT 'A'**  
**WRSP Fiddymment Ranch DAA No. 9**  
**Description of Properties Subject to DAA No. 9**

**Properties owned by JEN California 15, LLC.:**

All that real property, located in the City of Roseville, County of Placer, State of California as shown on Exhibit B attached and described as follows:

Lot 17, as shown on the Final Map of Fiddymment Ranch Phase 2 Large Lot Subdivision, Subdivision No. 03-11, recorded in Book BB of Maps, at page 24, Placer County Records

Lots 1, 2, 3, 4, 5, 6, 7, 9, & 10, as shown on the Final Map of Fiddymment Ranch Phase 3 Large Lot Subdivision, Subdivision No. PL-0564, recorded in Book EE of Maps, at page 74, Placer County Records

**Properties owned by Taylor Morrison Homes, Inc.:**

All that real property, located in the City of Roseville, County of Placer, State of California as shown on Exhibit B attached and described as follows:

Lots 1, 2 & 3, as shown on the Final Map of Fiddymment Ranch Phase 2A Large Lot Subdivision, Subdivision No. PL-0364, recorded in Book DD of Maps, at page 88, Placer County Records

**Properties owned by WRDC, Inc.:**

All that real property, located in the City of Roseville, County of Placer, State of California as shown on Exhibit B attached and described as follows:

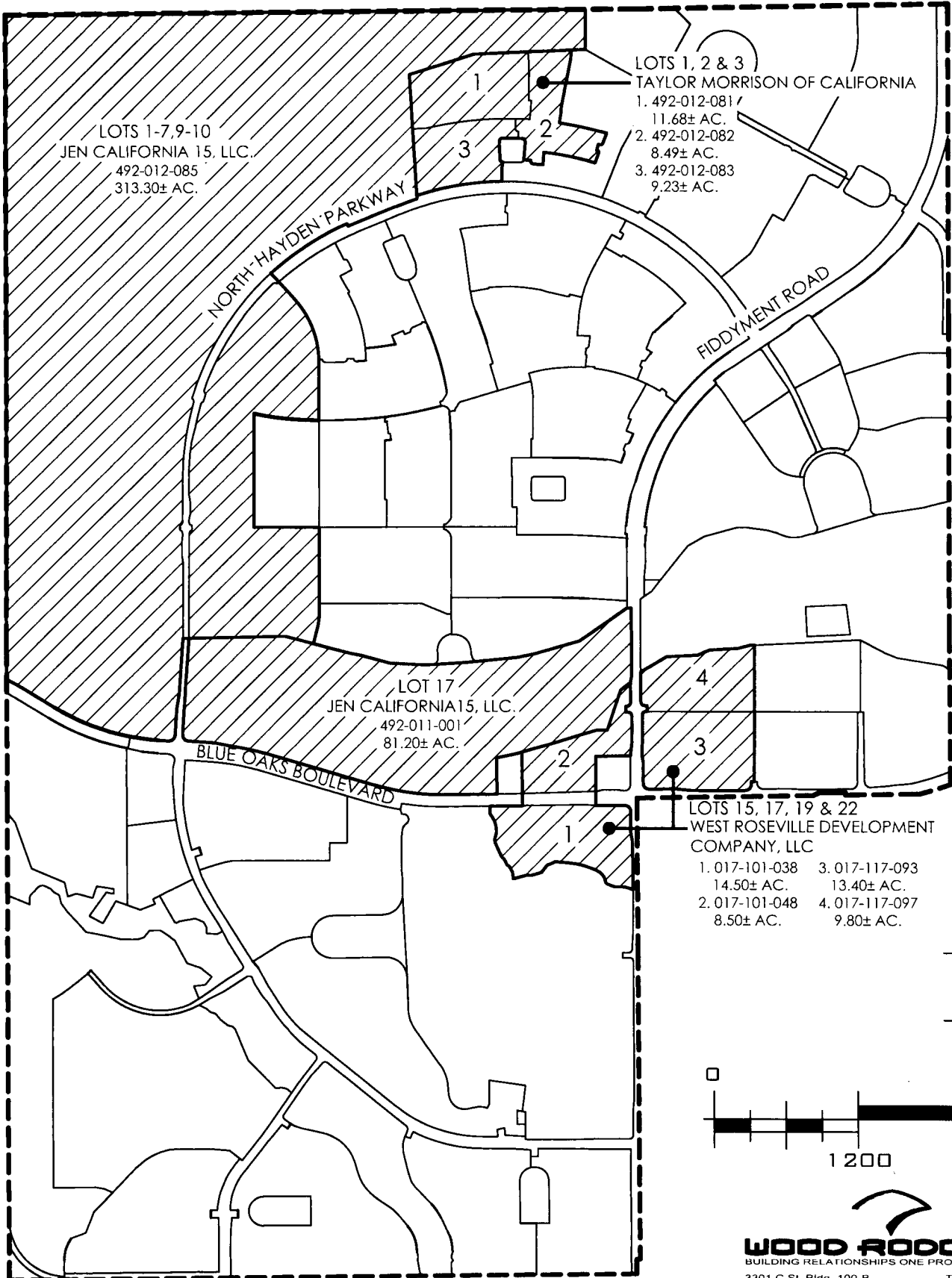
Lots 15, 17, 19 & 22, as shown on the Final Map of Fiddymment Ranch Phase 1 Large Lot Subdivision, Subdivision No. 03-11, recorded in Book AA of Maps, at page 10, Placer County Records

**Exhibit B**  
**Depiction of Ninth Amendment Property**

# EXHIBIT B

WRSP FIDDYMENT RANCH DAA NO.9  
PROPERTIES SUBJECT TO DAA NO.9

JANUARY 2020



ORDINANCE NO. 6209

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A NINTH AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND AMONG THE CITY OF ROSEVILLE AND  
JEN CALIFORNIA 15 LLC, TAYLOR MORRISON OF CALIFORNIA, LLC, AND WEST  
ROSEVILLE DEVELOPMENT COMPANY, INC.  
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

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 Ninth Amendment to Development Agreement by and among the City of Roseville and Jen California 15 LLC, Taylor Morrison of California, LLC, and West Roseville Development Company, Inc. relative to the West Roseville Specific Plan area.

SECTION 2. Prior to considering the proposed Ninth Amendment to Development Agreement, the City Council considered the Addendum to the West Roseville Specific Plan Environmental Impact Report pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Ninth Amendment to Development Agreement, and makes the following findings:

1. The Ninth Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan Amendment;
2. The Ninth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Ninth Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Ninth Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Ninth Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Ninth Amendment to the Development Agreement, by and among the City of Roseville and Jen California 15 LLC, Taylor Morrison of California, LLC, and West Roseville

Development Company, Inc., 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 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) 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 1<sup>st</sup> day of April, 2020, by the following vote on roll call:

AYES COUNCILMEMBERS: Bernasconi, Alvord, Roccucci, Houdesheldt, Allard

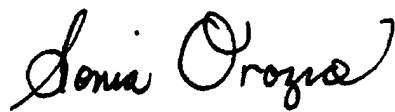
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

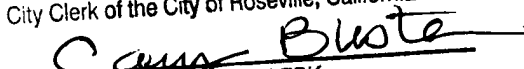
ATTEST:



City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST: \_\_\_\_\_  
City Clerk of the City of Roseville, California

  
DEPUTY CLERK