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- 2005-0057114

Thursday, MAY 05, 2005 10:53:49 NOC \$0.00!;

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(THIS SPACE RESERVED FOR RECORDER'S USE)

SEVENTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD. RELATIVE TO THE NORTH CENTRAL SPECIFIC PLAN, HAVERHILL CONDOMINIUM CONVERSION

FILED

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CITY OF ROSEVILLE

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RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

City Clerk City of Roseville 311 Vernon Street Roseville, CA 95678

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

SEVENTEENTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD. RELATIVE TO THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN, HAVERHILL CONDOMINIUM CONVERSION

This Agreement ("Agreement") to amend the development agreement entitled "Development Agreement By and Between the City of Roseville and Roseville Properties Investment Partners, Ltd. Relative to the Development Known as Regional 65 Centre" ("Development Agreement") relative to the development known as Haverhill Condominiums is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City"), and Haverhill Communities LLC, a Delaware limited liability company ("Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

- A. On or about September 5, 1990, City and Roseville Properties Investment Partners, Ltd. ("RPIP") entered into the Development Agreement, pursuant to which RPIP agreed to develop certain property more particularly described in the Development Agreement ("North Central Roseville Specific Plan"), subject to certain conditions and obligations set forth in the Development Agreement. The Development Agreement was recorded against the North Central Roseville Specific Plan in the Official Records of Placer County on October 16, 1990, as Instrument Number 90-67309.
- B. The subject of this Agreement is the proposed condominium conversion of an existing 400-unit apartment complex ("Project"). The Project is located on approximately 21 acres located in the City of Roseville, County of Placer, as described in Exhibit "A-1" and shown on Exhibit "A-2" ("Property"), attached hereto and incorporated herein by this reference. The Property is a portion of the North Central Roseville Specific Plan covered in the Development Agreement.

- C. As current owner of the Property, Developer is the successor in interest to RPIP with respect to RPIP's rights and obligations under the Development Agreement. Developer represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.
- D. Section 1.E. of the Development Agreement provides for the amendment of the Development Agreement by mutual consent of the City and Developer.
- E. This Amendment to the Development Agreement is authorized by Section 65868 of the Government Code of the State of California.
- F. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.
- G. On June 2, 2004, the City Council amended Chapter 58 of Title 19 of the Roseville Municipal Code establishing procedures and requirements for the conversion of apartments to condominiums and requiring that applicants for a condominium conversion enter into a development agreement that provides for a public safety services assessment, community benefit fee payment and tenant relocation assistance plan. ("Condominium Conversion Ordinance," Roseville Municipal Code Section 19.58.030.E.)
- H. On <u>December 15</u>, 2004, the City Planning Commission, designated by Roseville Ordinance No. 1774 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 Agreement and recommended that the City Council approve this Agreement.
- I. The City has approved the following land use entitlements for the Project ("Entitlements"), which entitlements are the subject of this Agreement:
- 1. Tentative Condominium Map (Subdivision Map No. 04-17, as approved on December 15, 2004 ("Tentative Map")
- 2. This Agreement, as adopted by Ordinance No. 4188, Dated, February 16 2005 (the "Adopting Ordinance").
- J. Developer has incurred and will incur substantial costs in order to comply with Conditions of Approval of the Entitlements and to assure development of the Property in accordance with the Entitlements and the terms of this Agreement.

- K. Development of the Property will result in a need for municipal services and facilities, which services and facilities will be provided by City to such development subject to the performance of Developer's obligations hereunder.
- L. City and Developer have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article V, Chapter 19.84 of Ordinance No.3014 of the Roseville Municipal Code.
- M. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan of the City of Roseville.

1. AGREEMENT

1. The Parties agree to amend the Development Agreement to include the following additional provisions with respect to the Property. These provisions shall only apply to the portion of the North Central Roseville Specific Plan described in **Exhibit A-1**. The Parties further agree that all provisions of the Development Agreement shall continue to apply to the Property to the extent required under the Development Agreement.

"2.A.3. Haverhill Condominiums.

- 2.A.3.a. <u>Community Benefit Fee</u>. As partial consideration for this Agreement, and to ensure that the Project will benefit current and future residents of Roseville, Developer shall pay a Community Benefit Fee at the close of escrow for each unit, or within 12 months from the recordation of a Final Condominium Map ("Final Map"), whichever is sooner. The Community Benefit Fee for each unit shall be \$5,000. Payment of the Community Benefit Fee shall satisfy all of Developer's obligations under Roseville Municipal Code §19.58.030.E.3.
- 2.A.3.b. Consent, Waiver and Special Benefit. Developer agrees to either form a Services CFD for the provision of public safety services to the Property or to annex the Property into an existing Services CFD. Developer shall not sell or transfer ownership of any unit within the Property that is not included within and subject to such a Services CFD Developer consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the provision of police, fire and other public safety services deemed necessary by the City. For the purposes of Article 13D of the California Constitution, Developer acknowledges hereby that all the services described herein to be provided by the Services CFD will provide a "special benefit" to 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 property. The initial amount of the assessment shall be \$186 per dwelling unit. The City agrees that formation of, or annexation into, a Services CFD as provided in this Agreement

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shall satisfy all of Developer's obligations under Roseville Municipal Code §19.58.030.E.2, as adopted June 2, 2004.

- 2.A.3.c. <u>Tenant Relocation Assistance Plan.</u> Developer shall comply with all provisions of the Tenant Relocation Assistance Plan for the Property, a copy of which is attached as Exhibit "B."
- 2.A.3.d. <u>Termination of Develoment Agreement.</u> This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any condominium unit within Parcel <u>20A</u>, upon completion for sale of any condominium unit and conveyance of such condominium unit by Developer to a bona-fide good faith purchaser thereof. Termination of this Agreement for any such condominium unit as provided for in this Section 2.A.3.d. shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such unit at the time of termination.
- 2.A.3.e. <u>Waiver of Extension.</u> Developer acknowledges that the Condominium Conversion Ordinance was enacted by the City Council as an urgency measure, due to the immediate and ongoing need in the City and the region for affordable purchase housing. Therefore, Developer hereby knowingly and intentionally waives all rights, under the California Subdivision Map Act or any other applicable provision of law, to extend the term of the tentative map approval for conversion of the Property from apartments to condominiums. Developer expressly acknowledges and agrees that such tentative map approval will expire 24 months from the date of tentative map approval if a final condominium map for the Property has not been approved and recorded by that time.
- 2. Section 2.A.2. of the Development Agreement is hereby amended to add the following:
- 2.A.2 Developer shall prepare a parking plan for the Property prior to recordation of the final map. The parking plan provisions shall include the following, in addition to other provisions reasonably required by the Planning Department:
 - Garages are intended and shall be used for resident vehicle parking.
 Any general storage or other use of garages shall be ancillary in nature and shall be minimized in order to assure continuing use of garages for resident vehicle parking.
 - Each unit in the Property shall include an exclusive right to use one or more parking space. Each unit containing two or more bedrooms shall include an exclusive right to use two or more parking spaces.
- 3. All other sections of the existing Development Agreement shall remain in full force and effect.

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Approved this 16th day February 2005 by the City Council of the City of Roseville. **CITY** DEVELOPER City of Roseville Haverhill Communities LLC, a A Municipal Corporation Delaware limited liability company Haverhill ColRich Communities, LLC, By: a Delaware limited liability company Its managing member City Manager ColRich Master Inverstments, LLC, By: a Delaware limited liability company Its general partner ATTEST: Name: Graeme Gabrie Its: Manager By: SONIA OROZCO City Clerk APPROVED AS TO FORM: By: APPROVED AS TO SUBSTANCE: PAUL RICHARDSON Planning Director

LIST OF EXHIBITS

A-1 Legal Description of the Property
A-2 Legal Map of the Property
B Tenant Relocation Assistance Plan

California State of County of San Diego On <u>January 28, 2005</u> before me, <u>M. L. Lucus, Notary Public</u> Name and Title of Officer (e.g., "Jane Oce, Notary Public") 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(les), 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, M. E. LUCUS Commission # 1387673 executed the instrument. Notary Public - California San Diego County WITNESS my hand and official seal. Comm. Expires Dec 23, 2006 - 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(s) Signer's Name: ____ Signer's Name: _____ □ Individual □ Individual □ Corporate Officer ☐ Corporate Officer Title(s): ____ ☐ Limited ☐ General Title(s): _____ ☐ Partner — ☐ Limited ☐ General ☐ Attomey-in-Fact ☐ Attornev-in-Fact ☐ Trustee ☐ Trustee Guardian or Conservator □ Guardian or Conservator Top of thumb here ☐ Other: ☐ Other: Top of thumb here Signer is Representing: Signer Is Representing:

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA) : ss. COUNTY OF PLACER)		
On this 16 th day of March 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 HELEN DREYER Comm. # 1544178 Notary Public -CALIFORNIA Placer County Ny Comm. Expires Jan. 14,2009		
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:		
Title or Type of Document: 17th Amendment to Development Agreement		
Date of Document: March 16, 2005		

Acknowledgment - All Purpose

with them are the time?

Legal Description

Exhibit A-1

The Land Referred To Herein Is Situated In The State Of California, County Of Placer, City Of Roseville And Is Described As Follows:

PARCEL ONE:

LOT 20A AS SHOWN ON THE LARGE LOT SUDIVISION MAP FOR 701 GIBSON DRIVE, FILED FOR RECORD ON JUNE 17, 1999, IN BOOK 29 OF PARCEL MAPS, AT PAGE 127, PLACER COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBON AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET AS RESERVED IN THAT CERTAIN DEED RECORDED MAY 5, 1982 IN BOOK 2497, PAGE 696, AND THAT CERTAIN DEED RECORDED JULY 24, 1972, IN BOOK 1432, AT PAGE 305, PLACER COUNTY RECORDS.

PARCEL TWO:

A RECIPROCAL NON-EXCLUSIVE EASEMENT FOR DRIVEWAY PURPOSES AS DEFINED AND DESCRIBED IN THE "COMMON DRIVEWAY AGREEMENT", DATED JUNE 10, 1999 AND RECORDED JUNE 18, 1999 AS IN BOOK 99-54986, OFFICIAL RECORDS OF PLACER COUNTY.

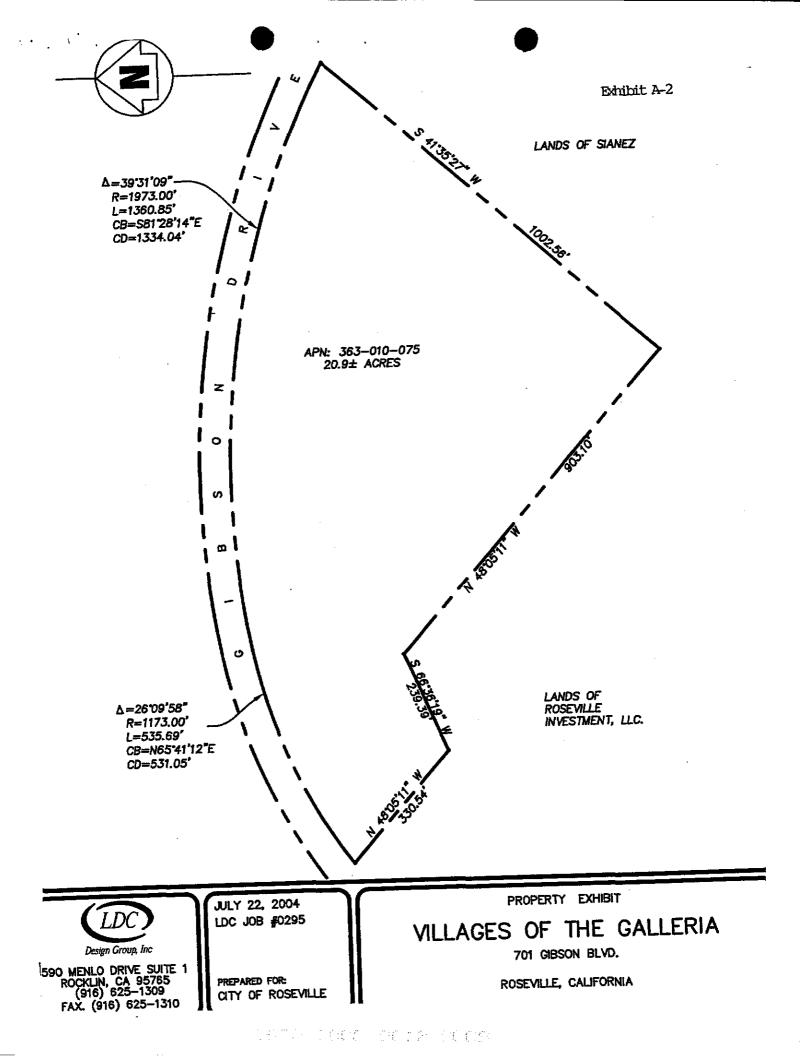
PARCEL THREE:

A NONEXCLUSIVE PERPETUAL EASEMENT FOR SEWER AND STORM DRAIN LINES AND INCIDENTAL PURPOSES THERETO ON, OVER, UNDER AND ACROSS THAT PORTION OF LOT 44, AS SHOWN ON THE MAP ENTITLED "REGIONAL 65 CENTRE" FILED FOR RECORD ON SEPTEMBER 25, 1990, IN BOOK "R" OF MAPS, AT PAGE 24, PLACER COUNTY RECORDS AND AS CHANGED BY THAT CERTIFICATE OF CORRECTION RECORDED APRIL 23, 1991, AS DOCUMENT NO. 91-022384, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEARING NORTH 48°05'11" WEST A DISTANCE OF 28.44 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 20A AS FILED FOR RECORD IN BOOK 29 OF PARCEL MAPS AT PAGE 127, PLACER COUNTY RECORDS; THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 19°46'11" WEST A DISTANCE OF 21.87 FEET; THENCE SOUTH 48°24'33" EAST A DISTANCE OF 76.95 FEET; THENCE SOUTH 41°54'49" WEST A DISTANCE OF 292.19 FEET TO A CURVE WHICH TANGENT BEARS SOUTH 65°20'27" EAST; THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,100 FEET THROUGH A CENTRAL ANGLE OF 00°37'00" WITH AN ARC LENGTH OF 22.60 FEET; SUBTENDED BY A CHORD WHICH BEARS SOUTH 65°01'57" EAST FOR A DISTANCE OF 22.60 FEET; THENCE NORTH 25°16'33" EAST A DISTANCE OF 5.66 FEET; THENCE NORTH 41°54'49" EAST A DISTANCE OF 300 FEET; THENCE NORTH 48°05'11" WEST A DISTANCE OF 105.19 FEET TO THE POINT OF BEGINNING, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED SEPTEMBER 27, 2002, AS SERIES NO. 2002-00116307.

APN:

363-010-051-000



HAVERHILL AT HIGHLAND RESERVE

TENANT RELOCATION PLAN

Developer: Haverhill Communities, LLC 4747 Morena Boulevard, Suite 360 San Diego, CA 92117 (858) 490-2300

Prepared: January 21, 2005

INTRODUCTION

Haverhill Communities, LLC ("Developer") is in the process of complying with the various state and local legal requirements that apply to the proposed request for a Condominium Map for Haverhill at Highland Reserve ("Property"), a multifamily rental community located in Roseville, California. Among the local requirements are those expressed in the Roseville Municipal Code ("Code") in Chapter 19.58 – Residential Condominium Conversion. Section 19.58.050 in the Code defines the required contents of the Condominium Conversion Application, one of which is a Tenant Relocation Assistance Plan ("Relocation Plan"). Section 19.58.070 of the Code details the specific requirements of the tenant relocation plan and provides the basis for this document.

Should Haverhill at Highland Reserve obtain a Condominium Map, the Developer intends to continue to meet all City and State guidelines in the event that the Developer elects to convert the Property to condominiums and sell units individually. As such, the Tenant Relocation Plan for Haverhill at Highland Reserve is intended to meet the City of Roseville's Condominium Conversion Ordinance requirements and will be strictly adhered to should the Property be converted to condominiums.

RELOCATION PLAN

Qualification

This Relocation Plan will be applicable to those Tenants who were in occupancy on June 28, 2004 at which time a Notice of Application for a Tentative Condominium Map was issued to all Tenants at Hayerhill at Highland Reserve ("Qualifying Tenant"). Those tenants who entered into a new lease at the property and took occupancy after such date will not be eligible for assistance per the Relocation Plan ("Non-Qualifying Tenant"), but may qualify for additional rental assistance or purchasing opportunities and will retain all rights per the Government Code of California and the City of Roseville Municipal Code. All tenants moving in after June 28, 2004 were provided written disclosure at the time of leasing Hayerhill's plans to convert the complex.

Relocation Assistance

Upon the issuance of a 60-day notice to vacate to both Qualifying and Non-Qualifying Tenants per above, the Developer will make every effort to assist Tenants in locating alternative housing which may include providing Tenants with alternative housing at the Property, if available. Should alternative housing at the Property not be available, the Developer will provide Tenants with a referral of available units at properties in close proximity and quality to the Property.

Relocation Assistance & Return of Security Deposit

At the time a Qualifying Tenant is issued a 60-day notice to vacate ("Vacating Qualifying Tenant"), the Vacating Qualifying Tenant will be informed of their rights to receive relocation assistance ("Relocation Assistance"). The Relocation Assistance payment will be made the earlier of the followings dates: (a) the date the Vacating Qualifying Tenant provides Developer with a copy of a fully executed lease for new accommodations, or (b) the date the Vacating Qualifying Tenant vacates the unit. The Developer will make payment of the Relocation Assistance directly to the Vacating Qualifying Tenant. Any security deposit due to the Vacating Qualifying Tenant under its existing lease with the Developer will be returned to the Vacating Qualifying Tenant pursuant to the terms of the lease and state law. The calculation of the Relocation Assistance will be as followed:

- 1. If a Vacating Qualifying Tenant delivers documentation per (a) above evidencing a new lease for a comparably sized unit (defined as an apartment with the same number of bedrooms and bathrooms), then the Relocation Assistance shall be equal to the security deposit per the new lease and twice (2x) the monthly average base rent over the initial term of the new lease net of all discounts and concessions but not including the cost of additional services such as reserved parking, pet fees, cable TV, etc.
- 2. For all other Vacating Qualifying Tenants, the calculation shall be based on the current asking rent at the Property for the comparable unit the Vacating Qualifying Tenant is vacating, equal to the security deposit and twice (2x) the monthly average base rent over the initial term of a new lease net of all discounts and concessions but not including the cost of additional services such as reserved parking, pet fees, cable TV, etc. If Developer is no longer leasing units at the Property, then the market rent and security deposit shall be based on a comparable unit as defined in paragraph 1 above at the closest property having a similar size and community amenity package.

Tenant Termination of Lease

Per Code Section 19.58.030.F, upon the filing of an application for Condominium Map, Tenants may terminate their lease without penalty. However, any Tenant who terminates their lease prior to receiving a notice to vacate from the Developer will be ineligible to receive any relocation benefits per Code Section 19.58.070.

Ownership Incentive

Pursuant to section 19.58.40 B, Developer will offer the following ownership incentive plan ("Ownership Incentive Plan"):

1. Both Qualifying Tenants and Non-Qualifying Tenants shall be entitled to all of the following benefits:

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a. Right of First Refusal – up until 90 days after the issuance of a final public report from the California Department of Real Estate ("Final Report"), Tenants shall have a right of

first refusal to purchase the units they occupy. No later than issuance of a Final Report, Developer shall provide each Tenant a written offer to purchase the unit. If the Tenant rescinds their right of exclusivity to purchase the unit they occupy and thereby rejects Developer's offer, then during the 90-day period, Developer may offer and sell the unit to the public at substantially the same terms or more as offered to the Tenant. At the expiration of the 90-day period, Developer may sell the unit under any terms Developer desires in Developer's sole discretion.

- b. Incentive Based on Use of Preferred Vendors Tenants will also be entitled to an additional \$2,000 credit toward their closing costs of the purchase of their unit if the Tenant uses Developer's preferred escrow company and lender.
- 2. Qualifying Tenants shall be entitled to all of the following additional benefits:
- a. Relocation Benefits Tenants shall be entitled to a credit towards their closing costs or purchase price of the unit they occupy equal to the Relocation Assistance amount to which the Tenant had been entitled to had the Tenant opted to relocate rather than purchase their unit.
- b. Additional Incentive Based on Tenancy Tenants shall be entitled to a credit towards their closing costs or purchase price of the unit they occupy equal to \$250 per month from August 30, 2004 (application submittal date) to the date the final map is recorded (which date is anticipated to be March 31, 2004).

The benefits provided under the Ownership Incentive Plan shall not exceed the HUD or Fannie Mae maximum Buyer rebate guidelines.

Additional Assistance

Tenants who meet the following criteria will be eligible to receive the following additional assistance:

Tenants with permanent disabilities (as The Developer will provide the Tenant a lease defined in 42 U.S.C. 423, or Section 102(7) with a term of no less than five years (5) years either at the Property or at an alternative location of the Development Disabilities Assistance comparable in location, amenities and cost to the Bill of Rights ACT [42 U.S.C. 6001], or 24 C.F.R. 8.3.) unit the Tenant is vacating. The Tenant will also receive full payment of the Relocation Assistance per above. Should the Developer not be able to supply the Tenant with similar housing at a cost equal to or less than the unit the Tenant is vacating, the Developer will provide the Tenant a 5-year price differential payment along with the Relocation Assistance.

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Tenants who are low-income (defined as having incomes equal or below eighty (80) percent of the County of Sacramento Primary Metropolitan Statistical Area median income)	The Developer will provide the Tenant a lease with a term of no less than twelve (12) months either at the Property or at an alternative location comparable in location, amenities and cost to the unit the Tenant is vacating. The Tenant will also receive full payment of the Relocation Assistance per above. Should the Developer not be able to supply the Tenant with similar housing at a cost equal to or less than the unit the Tenant is vacating, the Developer will provide the Tenant a 12-month price differential payment along with the Relocation Assistance.
Permanently disabled tenants who are sixty (60) years of age or older.	The Tenant will have the option to receive either a lifetime lease at the Property starting at the Tenant's current rent and adjusted according to HUD Section 8 criteria or the same terms as those Tenants above with permanent disabilities who are not sixty (60) years of age or older. In the event HUD terminates the publication, rents will be adjusted as shown in the "Rent, Residential" component of the Housing Component in the Consumer Price Index in the Sacramento Primary Metropolitan Statistical Area.
Low-income tenants that are sixty (60) sixty years of age older.	The Tenant will have the option to receive either a lifetime lease at the Property starting at the Tenant's current rent and adjusted according to HUD Section 8 criteria or the same terms as those Tenants above with low-income who are not sixty (60) years of age or older. In the event HUD terminates the publication, rents will be adjusted as shown in the "Rent, Residential" component of the Housing Component in the Consumer Price Index in the Sacramento Primary Metropolitan Statistical Area.
Families with children in grades K though 12.	Tenants who fall into this category will be eligible for a full Rental Assistance, but will not be required to vacate during the school year.

Deferral of Relocation Assistance

Some Tenants may wish to transfer from one unit within the Project to another and not have their benefits under the Relocation Plan paid at that time. If a Qualifying Tenant relocates to another unit at the Property upon issuance of a 60-day notice to vacate, the Qualifying Tenant can elect to transfer their rights per the Tenant Relocation Plan to their new lease.

ORDINANCE NO. 4188

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SEVENTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH
HAVERHILL COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

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- 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 Seventeenth Amendment to Development Agreement originally executed by Roseville Properties Investment Partners, Ltd., to alter and clarify provisions in the existing Development Agreement relating to North Central Roseville Specific Plan (Haverhill Condominium Conversion).
 - SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement for the North Central Roseville Specific Plan, and makes the following findings:
 - 1. The Seventeenth Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the North Central Roseville Specific Plan;
 - 2. The Seventeenth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
 - 3. The Seventeenth Amendment to Development Agreement is in conformance with public health, safety and welfare;
 - 4. The Seventeenth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
 - 5. The Seventeenth Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Seventeenth Amendment to Development Agreement.
 - SECTION 3. The Seventeenth Amendment to Development Agreement by and between Haverhill Communities LLC 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 Seventeenth Amendment 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 16th day of February, 2005, by the following vote on roll call:

AYES

COUNCILMEMBERS:

Allard, Roccucci, Rockholm, Garbolino

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

Gray

ATTEST:

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

City Clerk of the City of Roseville, California

DEPUTY CLERK

J. adum