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- 2004-0131825

Tuesday, OCT 05, 2004 09:24:16

NOC \$0.0011

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(THIS SPACE RESERVED FOR RECORDER'S USE)

Amendment to Development Agreement by and Between the City of Roseville, Johnson Ranch Investors, and Johnson Ranch Developers Relative to the Northeast Roseville Specific Plan Parcel 4

**FILED** 

OCT 2 9 2004

CITY OF ROSEVILLE

Sign Sing, Miss District

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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City Clerk City of Roseville 311 Vernon Street, Suite 208 Roseville, CA 95678

# AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, JOHNSON RANCH INVESTORS, AND JOHNSON RANCH DEVELOPERS RELATIVE TO THE NORTHEAST ROSEVILLE SPECIFIC PLAN PARCEL 4

#### **WITNESSETH:**

WHEREAS, CITY and Landowner's predecessor in interest entered into a Development Agreement relative to the Northeast Roseville Specific Plan, recorded July 6, 1987, in Book 3221, Page 151 of the Placer County Official Records (the "Development Agreement"); and WHEREAS, at the request of the Landowner, the Planning Commission held a public hearing on May 13, 2004 in compliance with California Government Code Section 65867 and recommended approval of a General Plan Amendment, Specific Plan Amendment and Rezone to

reconfigure land uses on Parcel 4 to create a new 9.09 acre commercial parcel to be called Parcel 4B and a corresponding amendment to the Development Agreement; and

WHEREAS, on June 16, 2004 the City Council held a public hearing in compliance with Government Code Section 65867 and approved execution of this Agreement.

**NOW THEREFORE**, City and Landowner hereby agree to amend the Agreement as follows:

#### 1. <u>Section 2.</u> DEVELOPMENT OF THE PROPERTY.

2(A). Permitted Uses. The permitted uses of said property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location of public improvements, and other terms and conditions of development applicable to said property shall be those set forth in this Agreement, the Northeast Roseville Specific Plan and the Schematic Development Plan; provided, however, that the size, configuration, height and location of the building shown on the Schematic Development Plan and the size and shape of particular parcels of the subject property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1(F).

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

City agrees that land use is granted and grants herewith to the property subject to this Agreement as follows: 140 acres, more or less, of Research and Development Park; 216 acres, more or less, of Business and Professional Offices; 50.1 acres, more or less, of Highway Commercial; 97 acres, more or less, of Regional Commercial; 89 acres, more or less, of Community Commercial; 1,080 dwelling units for residential use, all as set forth on Exhibit B

[E:\agree\dev\nersp\Sullivan Auto Group Parking (Parcel 4).doc: 8/30/2004]

and C, and Open Space and Urban Reserve uses in the entire Plan Area. The square footage of structures constructed on land allocated to nonresidential land uses shall not exceed 40% of the gross square footage of the parcel upon which the structure is constructed if such structure is single story. The square footage of each floor of such structure shall not exceed 35% of the gross land area if such structure is two or more stories.

- 2. <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 of Parcel 4B shall pay a Community Benefit Fee prior to the issuance of a grading permit for the Project. The Community Benefit Fee shall be \$35,000 and shall be dedicated to parks & recreation, libraries or youth services programs as determined by City.
- 3. Exhibit B Amend the Northeast Roseville Specific Plan Land Use Map to substitute General Commercial land use on a 9.09 ± acre portion of Parcel 4, the portion of which to be called Parcel 4B, in place of the existing Medium Density Residential (R-10, 465 units) land use designation; (see Proposed Amendments to the Northeast Roseville Specific Plan).
  - **4.** Exhibit C Property description for 9.09 acre Parcel 4B.
  - 5. All other portions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 4096, adopted by the Council of the City of Roseville the 7th day of July, 2004, and Landowner has caused this Agreement to be executed.

[E:\agree\dev\nersp\Sullivan Auto Group Parking (Parcel 4).doc: 8/30/2004]

CITY OF ROSEVILLE, a municipal corporation

W. CRAIG ROBINSON City Manager

ATTEST:

SONIA OROZCO City Clerk

APPROVED AS TO FORM:

MARK J. DOANE City Attorney

APPROVED AS TO SUBSTANCE:

PAUL RICHARDSON Planning Director

ROSEMEAD, LLC., a California limited liability corporation

BY:

DONALD C. LEWIS

and

BY: its:

Mesi Don't of the Conoral Photoes

MEMBER

2. The Company of 1419 by

State of California  County of Yolo  On September 12 2004 before me, personally appeared Destald C. Lewis	
County of 40/0	
On Serroubes 10 and his	G House
Date Delore me,	Name and Title of Officer (e.g., "Jane Dos, Notary Public")
personally appeared Levis	HAND SCOT A. MORTIMORE Name(s) of Signer(s)
G. HOUSER SE  COMM. #1326951 NOTARY PUBLIC - CALIFORNIA VOLO COUNTY  G. HOUSER SE  COMM. #1326951 NOTARY PUBLIC - CALIFORNIA VOLO COUNTY  OF	on the basis of satisfactory evidence to be the person(hose name(s) is/are subscribed to the within instrumend acknowledged to me that he/she/they executed the ame in his/her/their authorized capacity(ies), and that the s/her/their signature(s) on the instrument the person(s) acted the entity upon behalf of which the person(s) acted the instrument.
<u>'</u>	ITNESS my hand and official seal.
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	Signature of Notary Public
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Though the Information below is not required by law, it may profraudulent removal and reattached.  Description of Attached Document  Title or Type of Document:	Signer's Name:    Individual   Corporate Officer   Title(s):   Partner — Limited   General   Attorney-in-Fact
Though the Information below is not required by law, it may professional removal and reattached.  Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(les) Claimed by Signer(s)  Signer's Name:  Individual  Corporate Officer  Title(s):  Pariner — Limited General  Attorney-in-Fact  Trustee  Guardian or Conservator	Signer's Name:  Individual Corporate Officer Title(s): Partner — □ Limited □ General Attorney-in-Fact Trustee
Though the Information below is not required by law, it may profraudulent removal and reattached.  Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Individual Corporate Officer  Title(s): Limited General Attorney-in-Fact Trustee	Signer's Name:    Individual   Corporate Officer   Title(s):   Partner — Limited   General   Attorney-in-Fact   Trustee

STATE OF CALIFORNIA )
COUNTY OF PLACER )
On this <u>24<sup>th</sup></u> day of <u>September</u> in the year of 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared <u>W. Craig Robinson</u> , 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.    COMM. #1296954   COMM. #1296954   NOTARY PUBLIC -CALIFORNIA OF PLACER COUNTY My Comm. Expires Mar. 12, 2005   Public in and for said State
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:
Title or Type of Document: Amendment to Development Agreement
Date of Document: September 17, 2004

MONEY COURT OF PRINCIPAL OF A

Acknowledgment – All Purpose

### ORDINANCE NO. 4096

## ADOPTING AN AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE ROSEMEAD, LLC, 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 an Amendment to Development Agreement with the Rosemead, LLC, to alter and clarify provisions in the existing Development Agreement relating to Northeast Roseville Specific Plan Parcel 4.

- SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Amendment to Development Agreement for the North Roseville Specific Plan, and makes the following findings:
- 1. The 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 Roseville Specific Plan;
- 2. The Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
- 3. The Amendment to Development Agreement is in conformance with public health, safety and welfare;
- 4. The Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- 5. The Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Amendment to Development Agreement.
- SECTION 3. The Amendment to Development Agreement by and between the Rosemead, 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 Amendment to Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.
- SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SUPERIOR DESCRIPTION OF THE

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 7th day of July , 2004, by the following vote on roll call:

**AYES** 

COUNCILMEMBERS: John Allard, Richard Roccucci, Jim Gray, Rocky Rockholm

**NOES** 

COUNCILMEMBERS: None

**ABSENT** 

COUNCILMEMBERS: Gina Garbolino

MAYOR

ATTEST:

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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

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