



SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
RELATIVE TO THE NORTHWEST ROSEVILLE SPECIFIC PLAN

(PARCEL 9)

THIS SECOND AMENDMENT to the Development Agreement relative to the Northwest Roseville Specific Plan is made and entered into this 24th day of July, 1998, by and between the City of Roseville, a municipal corporation, ("CITY") and California Traditions, Inc., a California Corporation ("Landowner"), and

W I T N E S S E T H:

WHEREAS, CITY and the Sammis Roseville Associated entered into a Development Agreement Relative to the Northwest Roseville Specific Plan ("Specific Plan") recorded October 11, 1989 in book 3732, commencing on Page 348 of the Placer County Official Records ("Development Agreement"), and

WHEREAS, Sammis Roseville Associates has transferred in fee its interest in Parcel of the Specific Plan, as more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), and Landowner is a successor in interest to Sammis Roseville Associates and is the current owner; and

WHEREAS, the Development Agreement was amended by that certain document entitled "Amendment to Development Agreement Relative to the Northwest Roseville Specific Plan (Parcel 9)" dated April 26, 1995 (the "First Amendment") as a result of a requested Specific Plan amendment and rezone lowering the approved density of the Property from High

Density Residential to Low Density Residential and zoning the Property from Planned Residential 14 units per acre to Planned Residential 5.2 units per acre; and

WHEREAS, Landowner has requested that the Specific Plan designation and zoning as provided in the Development Agreement and the Specific Plan as originally approved by the City be restored; and

WHEREAS, restoration of the original designation in the Specific Plan and zoning requires an amendment of the Development Agreement as amended by the First Amendment; and

WHEREAS, on March 26, 1998, the Planning Commission held a public hearing in compliance with Government Code Section 65867 and on June 24, 1998, 1998, the City Council held a public hearing in compliance with Government Code Section 65867 and approved execution of this Second Amendment.

NOW THEREFORE, it is hereby agreed by the parties signatory hereto:

1. Section 3(A)(2) of the Development Agreement shall be amended to read as set forth below and as if the First Amendment had never been executed. Accordingly the last paragraph of 3(A)(2) shall read:

“City agrees hereby that the dedication described in subsection (a) above satisfies the Landowner’s City-wide park dedication requirements for the approved development of the subject property, in consideration of which, Landowner shall receive the credit for such parkland dedication provided by the City-wide park fee ordinance, as such credit may be changed from time, but which credit shall in no event be less than \$372 per single-family and multi-

family dwelling unit. City also agrees that the dedications of the other park sites described above satisfies the subject property's neighborhood dedication requirement. Landowner agrees to pay to the City the Neighborhood Park Fee in the amount of \$402 per residential unit, the payment of which shall occur prior to the issuance of a certificate of occupancy for structures on the subject property. Furthermore, City agrees that any Neighborhood Park Fees collected by the City from other developers within the Plan Area shall be used within the Plan Area for acquisition and/or development of park land therein.:

2. Section 3(A)(4) of the Development Agreement shall be amended by deleting the language contained in Section 1 of the First Amendment and the following language shall be added to the end of the Section:

"The following provision shall apply as to Parcel 9:

Landowner shall enter into a school mitigation agreement with the Dry Creek School District prior to the issuance of building permits which shall provide for the payment of mitigation fees in accordance with the District's established fee schedule."

3. Section 10 of the Development Agreement shall be amended to add the following:

Notice required to be given to the Landowner as to Parcel 9 shall be addressed as follows:

California Traditions, Inc.  
12526 High Bluff Drive, Suite 100  
San Diego, CA 92130

with a copy to:

Craig M. Sandberg, Esq.  
Sandberg & Lo Duca  
3300 Douglas Boulevard, Suite 365  
Roseville, CA 95661

4. Section 2(A) of the Development Agreement shall be amended and Section 2(A)(i) to read as follows:

“Owner and CITY agree that the uses permitted on Parcel 9 shall be limited to those uses further described in the NWRSP, and the development of Parcel 9 shall require the following:

Garages developed in conjunction with the permitted uses on-site shall be maintained as the required parking spaces for the tenants residing in the development. The following uses or activities are prohibited within the garages:

1. Automotive repair, which includes, but is not limited to auto body, paint shop facilities, oil changes and tune-ups;
2. Storage of inoperative vehicles;
3. Practice facilities for musical bands;
4. Wood, metal or other working shops for business or as a hobby;
5. Office and other business uses;
6. Storage of hazardous materials as listed in Title 8, California Code of Regulations, Section 5194 as amended, or its successor section or statute;

7. Incidental storage can occur within the garages, however, storage shall not occur within the garages in such a fashion as to restrict a tenant's ability to park within the garages;

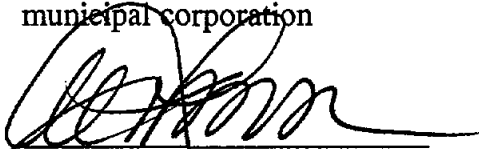
8. Living facilities similar to mini-storage restrictions.

5. All other terms and conditions of the Development Agreement, as amended, shall remain in full force and effect. The parties agree that this Second Amendment supersedes the First Amendment, which shall have no further force or effect.

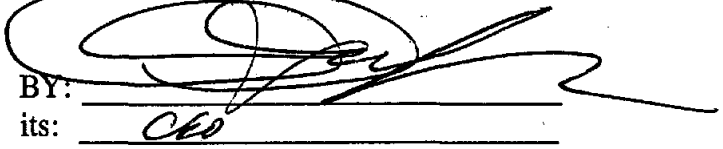
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 3233, adopted by the Council of the City of Roseville on the 24th day of June, 1998, and Landowner has caused this Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

CALIFORNIA TRADITIONS, INC.,  
a California corporation



ALLEN E. JOHNSON  
City Manager



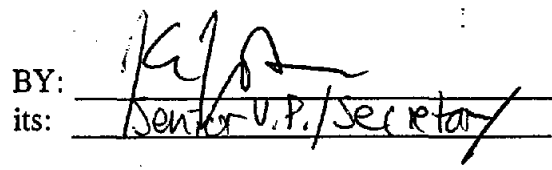
BY: \_\_\_\_\_  
its: CEO

and

ATTEST:



CAROLYN PARKINSON  
City Clerk



BY: \_\_\_\_\_  
its: Secretary

APPROVED AS TO FORM:



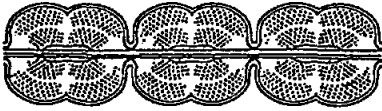
MARK J. DOANE  
City Attorney

APPROVED AS TO SUBSTANCE:



\_\_\_\_\_  
PATTY DUNN  
Planning Director

CALIFORNIA



ALL-PURPOSE



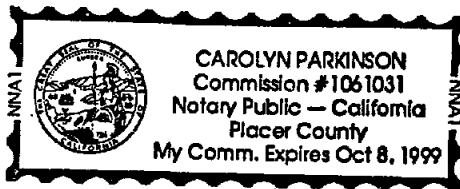
ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF PLACER )

On July 28, 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared, Allen E. Johnson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson  
Notary Public Signature



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

Title or Type of Document Lease Agmt - n.w.  
Date of Document 7.27.98

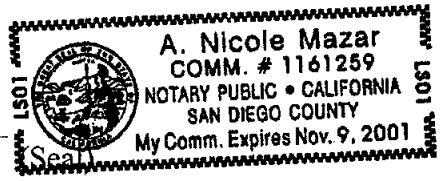


STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On 6/22/98, 1998, before me, A. Nicole Mazar, a Notary Public, personally appeared CHRISTOPHER S. McKEE personally known to me (or proven 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 executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

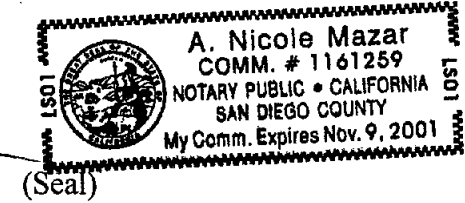


STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On 6/22/98, 1998, before me, A. Nicole Mazar, a Notary Public, personally appeared JEFF F. HANSON, personally known to me (or proven 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 executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



May 17, 1989  
88-0237



MORTON & PITALO, INC.  
Civil Engineering Planning Surveying  
1430 Alhambra Blvd., Suite 200  
Sacramento, Ca 95816  
916/454-9600  
Fax: 916/454-0120

DESCRIPTION

NORTHWEST ROSEVILLE SPECIFIC PLAN  
PARCEL 9

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

All that portion of Parcel B, as said parcel is shown and so designated on that certain Parcel Map filed in Book 18 of Parcel Maps, Page 12, Placer County Records, being portions of Sections 21 and 28, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the intersection of the Northerly line of said Parcel B and the Westerly line of Foothills Boulevard as shown on said Parcel Map;

thence, along said Westerly line the following two (2) courses:

- (1) South  $00^{\circ}26'42''$  East 899.10 feet; and
- (2) Southerly along the arc of a tangent curve to the left, concave to the East, having a radius of 2065.17 feet and being subtended by a chord bearing South  $01^{\circ}27'51''$  East 73.47 feet to a point on the Northerly line of Misty Wood Drive, a public Street as shown on the plat of Pleasant Grove Unit No. 2, filed in Book P of Maps, Page 35 Placer County Records;

thence, along said Northerly line the following three (3) courses:

- (1) Southwesterly along the arc of a reverse curve to the right, concave to the Northwest, having a radius of 25.00 feet and being subtended by a chord bearing South  $43^{\circ}32'09''$  West 35.98 feet;
- (2) South  $89^{\circ}33'18''$  West 188.12 feet; and
- (3) Westerly along the arc of a tangent curve to the right, concave to the Northeast, having a radius of 273.00 feet and being subtended by a chord bearing North  $74^{\circ}51'29''$  West 146.71 feet;

thence, Northwesterly along the arc of a compound curve to the right, concave to the Northeast, having a radius of 223.00 feet and being subtended by a chord bearing North  $51^{\circ}13'56''$  West 62.37 feet;

thence, North  $51^{\circ}56'00''$  East 130.09 feet;

thence, North  $27^{\circ}15'05''$  West 230.52 feet;

thence, North  $36^{\circ}28'10''$  West 204.83 feet;

88-0237 PG 4 10

thence, North  $48^{\circ}12'35''$  West 250.73 feet;

thence, North  $71^{\circ}32'18''$  West 180.07 feet;

thence, South  $75^{\circ}04'19''$  West 40.44 feet;

thence, North  $01^{\circ}15'38''$  West 120.84 feet;

thence, North  $88^{\circ}44'22''$  East 120.00 feet;

thence, North  $01^{\circ}15'38''$  West 158.50 feet;

thence, North  $88^{\circ}44'22''$  East 120.00 feet;

thence, North  $01^{\circ}15'38''$  West 173.00 feet to a point on the Northerly line of said Parcel B;

thence, along said Northerly line the following three (3) courses:

(1) South  $65^{\circ}49'39''$  East 300.60 feet;

(2) South  $01^{\circ}15'38''$  East 84.34 feet; and

(3) North  $88^{\circ}44'22''$  East 410.00 feet to the point of beginning;

containing 13.805 acres, more or less.

BK 37  
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MORTON & PITAL INC.

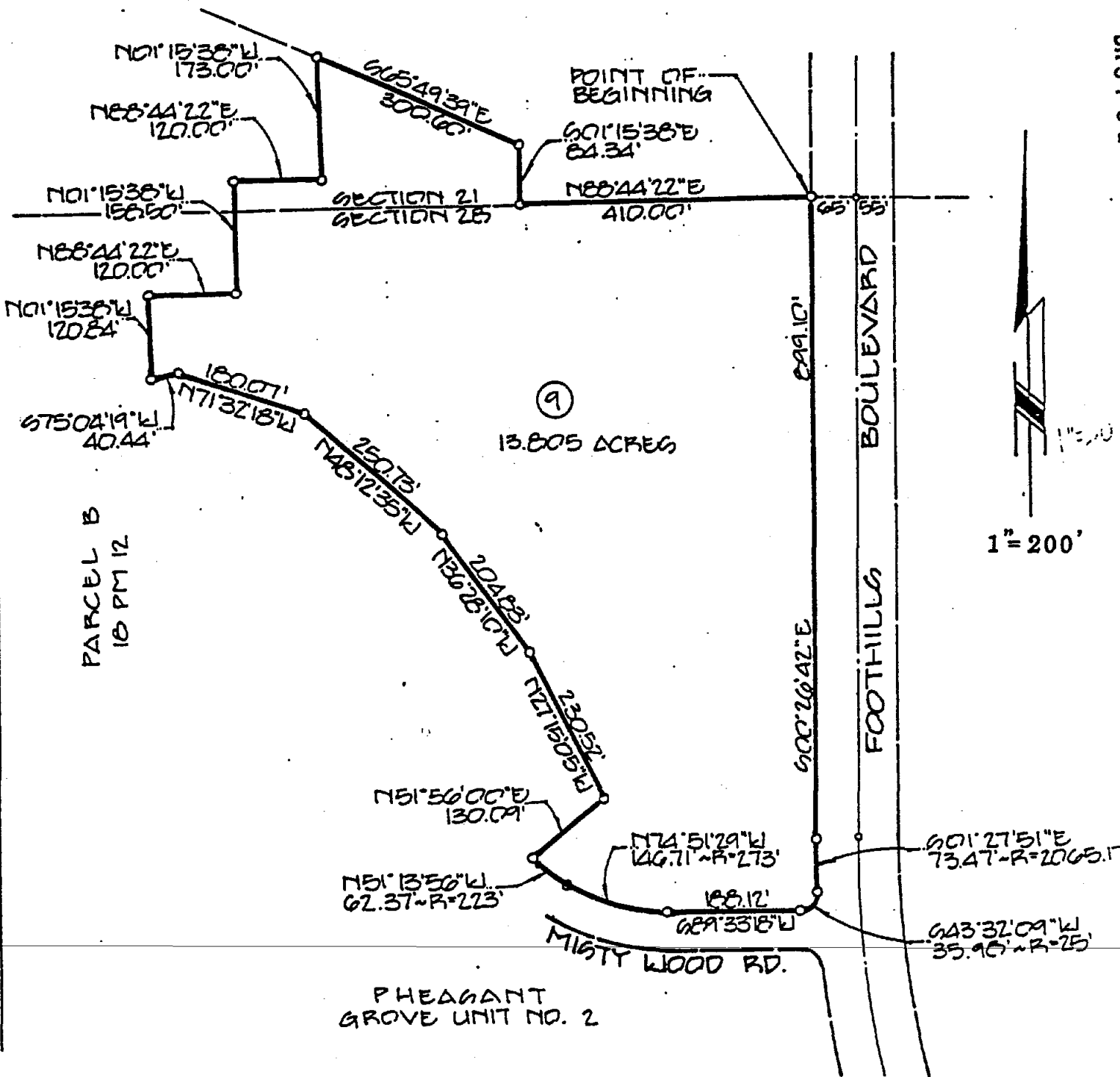
CIVIL ENGINEERING  
PLANNING SURVEYING

JOB NO. 880237

PROJECT NORTHWEST ROSEVILLE SPECIFIC PLAN

DESCRIPTION PARCEL 91

DATE MAY 1989 BY



1" = 200'

ORDINANCE NO. 3233

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
APPROVING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR  
THE NORTHWEST ROSEVILLE SPECIFIC PLAN (PARCEL 9)  
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 for the Northwest Roseville Specific Plan (Parcel 9) area, as such area is described in the subject Development Agreement by and between the City of Roseville and California Traditions, Inc., a copy of which is on file with the City Clerk, is incorporated herein by reference.

SECTION 2. The City Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement for the Northwest Roseville Specific Plan area 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 Northwest Roseville Specific Plan;
2. The Amendment to Development Agreement is consistent with the provisions of Chapter 19.84 of the Zoning Ordinance of the City of Roseville;
3. The Amendment to Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
4. The Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The development permitted by 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 City of Roseville and California Traditions, Inc., 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 10 days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of 30 days from the date of its adoption.

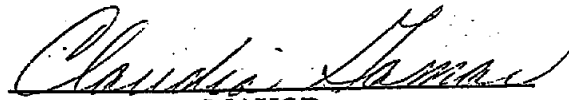
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 14 days after its adoption cause this ordinance to be posted in full in at least three public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 24th day of June, 1998, by the following vote on roll call:


AYES COUNCILMEMBERS: Pauline Rocuccci, Randy Grahm, Claudia Gamar

NOES COUNCILMEMBERS: Harry Crabb, Jim Gray

ABSENT COUNCILMEMBERS: None

  
MAYOR

ATTEST:

  
City Clerk

