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Government Code 27383

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

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

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office

DOC - 98-0077190

Thursday, SEP 24, 1998 09:40:43

NOC \$0.00

Tt1 Pd \$0.00

Nbr-0000093133

REC/R2/1-24

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND SAMMIS ROSEVILLE ASSOCIATES
RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN**

THIS AMENDMENT is entered into this 31st day of August, 1998, by and between the **CITY OF ROSEVILLE**, a municipal corporation ("City"), and **SAMMIS ROSEVILLE ASSOCIATES**, a California general partnership ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Landowner and City entered into a Development Agreement (the "Development Agreement"), which was approved by the City Council of City on August 20, 1997, and which was recorded on September 29, 1997 in the Official Records of Placer County as Instrument No. 97-0059809-00. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. The City Council has approved amendments to the zoning of the Property pursuant to Ordinance No. 3127 (the "Zoning Amendments") and amendments to the North Roseville Specific Plan and Design Guidelines, as such amendments were adopted by Resolution No. 98-240 (the "Specific Plan Amendments").

✓ C. This Amendment amends the Development Agreement. It affects the real property described in Exhibit "A" attached to the Development Agreement and shall run with the land.

D. The City Council has found and determined that this amendment (the "Amendment") of the Development Agreement is consistent with the General Plan and the North Roseville Specific Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Incorporation of Specific Plan Amendments. The Zoning Amendments and Specific Plan Amendments described in Recital B above are hereby incorporated into and made a part of the "Entitlements" described in Recital 5 of the Agreement.

FILED

SEP 24 1998

CITY OF ROSEVILLE
BY ur

0902 0000 0001 0021

CF: General Plan
0401-03-12
and use element amendments
North Roseville Specific Plan

2. Amendment of Development Agreement. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. Revised Section 2.2. The approximate land use acreages set forth in Section 2.2 of the Development Agreement are revised to read as follows:

Single Family, Low Density Residential:	566 Units on 130.2 acres
Public/Quasi Public (Schools):	8.0 acres
Other Public (ROW):	6.6 acres
Park:	42.8 acres
Open Space:	45.3 acres

b. Revised Section 3.2.1. The first line of Section 3.2.1 is revised to read as follows:

"Landowner shall dedicate a total of 88.1 acres including ..."

c. Revised Section 3.4.1. The first two sentences of Section 3.4.1 of the Development Agreement shall be revised to read as follows:

"All public utilities shall be located within the rights of way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property, or within public easements granted by Landowner to City for such purposes. Accordingly, upon approval of the final large lot subdivision map (or any phase of it), or demand of the City based upon service needs (which may include needs generated by other development within the Plan Area), Landowner agrees to grant to City the rights of way for any arterials, collectors, local streets, or public easements that include the area within which such public utilities will be located."

d. Revised Section 3.6.5. The first sentence of Section 3.6.5 is revised to read as follows:

"Water system improvements will be constructed incrementally, with the backbone system in Woodcreek Oaks Boulevard north of Blue Oaks Boulevard, or south of Blue Oaks Boulevard being constructed initially."

e. Revised Section 3.7.2. Section 3.7.2 of the Development Agreement is hereby revised in its entirety to read as follows:

"3.7.2 Construction of Reclaimed Water System. Concurrently with the construction of the improvements to the wastewater system described in Section 3.8 below and to Woodcreek Oaks and Blue Oaks Boulevards described in Section 3.9 below, Landowner shall design, engineer (including, but not limited to soils and staking), and install the backbone reclaimed water system to be located within Woodcreek Oaks Boulevard north of Blue Oaks Boulevard, or south of Blue Oaks Boulevard being constructed initially, consisting of a new 30" reclaimed water line from near Pump Station No. 2 to either the northern Plan Area boundary or to Collector A, as directed by City, and

the 24" reclaimed water line in Collector A connecting the 30" reclaimed water line to the proposed cascade. City shall promptly pay Landowner for all costs of such design, engineering and installation in the manner described in Section 3.8.4 hereof, in order to avoid any delay or claims of lien against the Property."

"Concurrently with the construction of the first subdivision improvements which include the reclaimed water extensions for the Property, Landowner shall construct, and dedicate upon completion thereof, a reclaimed water line extension from the City's backbone system to the park site within the Property as shown on **Exhibit "B"**, with a stub into such park, as generally shown on **Exhibit "G."** Such line shall be sized as required to serve the park site, as determined by Environmental Utilities. Where such line is to be located within road rights-of-way, it shall be constructed at the same time as construction of the roadways. The reclaimed water line shall be designed so that, until reclaimed water is available, such water line will convey potable water. Landowner shall not be charged any connection or hook-up fee when such lateral line is connected or when the required booster pump is constructed and brought on-line for service to such park site."

f. New Exhibits B, C, D-2, F and G. Exhibits B, C, D-2, F and G attached to the Development Agreement are hereby deleted and replaced by Exhibits B, C, D-2, F and G attached to this Amendment.

g. Revised Section 3.8.1. The second sentence in Section 3.8.1 is hereby deleted.

h. Revised Section 3.8.4. Section 3.8.4 of the Development Agreement is hereby revised in its entirety to read as follows:

"3.8.4 Sequencing of Wastewater Improvements. The parties intend to service the Property by gravity flow mains to a new trunk sewer (hereafter, the "42" Trunk Sewer") to be constructed within Woodcreek Oaks Boulevard, as generally shown on **Exhibit "H."** The cost of the gravity line within Landowner's Property to its connection with the 42" Trunk Sewer shall be allocated solely to the Property. Landowner shall have the responsibility to construct the 42" Trunk Sewer within Woodcreek Oaks Boulevard, but City shall pay costs associated therewith in accordance with this Section 3.8.4, provided, Landowner agrees to pay \$155,800 towards the cost of the 42" Trunk Sewer as the Property's share of the cost thereof.

"City may desire, at its sole option, to have Landowner also construct the 36" trunk sewer line (the "36" Trunk Sewer") to be extended from the southern terminus of the 42" Trunk Sewer, as shown on **Exhibit "H"**, in Woodcreek Oaks Boulevard to the City's existing Pump Station No. 2. Upon written request of City, which may be made at any time after all necessary permits are obtained and the design therefor is completed, Landowner shall construct the 36" Trunk Sewer. Provided, City shall not delay approval of Landowner's construction or City's inspection of the 42" Trunk Sewer or of Landowner's improvement plans for or construction of its subdivision improvements, notwithstanding any delays in the design, permitting or construction of the 36" Trunk

Sewer. City shall pay Landowner for preparing the design for the 36" Trunk Sewer and Landowner shall cooperate with City in obtaining the easements necessary therefor. City shall pay Landowner for all costs associated with the management and construction of the 36" Trunk Sewer in the same manner as provided hereunder for Landowner's construction of the 42" Trunk Sewer, without any contribution therefor by Landowner. In any event, City shall be deemed to have waived this right to require Landowner to construct the 36" Trunk Sewer if City does not make such request prior to December 31, 1998."

"With respect to the 24" and 30" Reclaimed Water lines described in Section 3.7.2 and the 42" Trunk Sewer within Woodcreek Oaks Boulevard, Landowner has, in consultation with City, bid and contracted for such work as a part of its bidding and contracting process for the CFD Improvements. City shall promptly pay Landowner for the construction costs thereof in accordance with such contract, without any additional contribution by Landowner. In addition to such construction cost, City agrees that it will promptly pay Landowner for the costs of design, engineering, tree service and costs related thereto, any additional permits (e.g., Section 404 Permitting and/or Section 1603 streambed alteration agreements and consultant costs associated therewith), and similar items related to the construction of these improvements. City will directly pay the costs of inspection, geotechnical and soils testing related to the work. City will also pay Landowner for construction management equal to four percent (4%) of construction costs, which shall cover costs of project management, permit coordination, construction management and construction staking, and which payment shall be made at the same time as City pays such construction costs. City agrees to promptly pay Landowner as and when the contractor or applicable consultant presents invoices to Landowner for payment. Landowner shall bill City for such invoiced work and any other costs incurred by Landowner for or related to this work to be paid by City hereunder, and City shall promptly pay Landowner the amounts set forth therein within fifteen (15) days after delivery of such bill to City, in order to avoid any delay or claims of lien against the Property."

"Landowner agrees that any contract entered into for the construction of the 24" and 30" Reclaimed Water lines or the 42" Trunk Sewer or, if constructed by Landowner, the 36" Trunk Sewer, shall contain provisions to the effect that no change order, addition, or modification of the contract which relates to either of said improvements may be entered into or shall be effective without the prior written approval of City, which shall not be unreasonably withheld."

"Landowner shall manage the construction of the 24" and 30" Reclaimed Water lines and the 42" Trunk Sewer within Woodcreek Oaks Boulevard, provided Landowner shall provide City access to any construction records, plans, etc. and shall promptly respond to any City questions regarding such construction."

i. New Exhibit H. Exhibit H attached to the Development Agreement is hereby deleted and replaced by the Exhibit H attached to this Amendment.

j. New Exhibit I. Exhibit I attached to the Development Agreement is hereby

deleted and replaced by the Exhibit I attached to this Amendment.

k. Revised Section 3.11. The following shall be added at the end of the second sentence of Section 3.11 as follows:

"... (i.e., prior to any such conveyance by Landowner, Landowner shall be responsible, at its sole cost and expense, to fill any wetlands located on the applicable Parcel(s) to be conveyed in accordance with the terms and conditions of the 404 Permit, as amended pursuant to Section 2.7.1 above)."

l. Revised Exhibit J. Exhibit J attached to the Development Agreement is hereby deleted and replaced by the Exhibit J attached to this amendment.

m. Revised Section 3.14.1D. The following shall be added at the end of Section 3.14.1D:

"The parties anticipate that a shortfall will occur between: (a) the anticipated cost of construction of the CFD Improvements as determined from the construction contracts therefor, and (b) the amount of construction funds anticipated to be generated by the CFD bond sale (hereafter referred to as the "Gap Shortfall"). Landowner acknowledges that the share of such Gap Shortfall allocable to the Property ("Landowner's Gap Share") is approximately One Hundred Twenty-four Thousand Eight Hundred Twelve Dollars (\$124,812), or Four and Ninety-four Hundredths Percent (4.94%) of the total Gap Shortfall. If and to the extent Landowner elects to reduce its maximum special tax prior to the sale of CFD bonds by either an up-front cash payment or commitment to fund an amount of CFD Improvements, without payment of an acquisition price by the CFD, Landowner's Gap Share shall be adjusted accordingly. To cover such Gap Shortfall, Landowner agrees with the City to (i) waive its right to payment from the CFD bond proceeds for the portion of CFD Improvement costs incurred by Landowner equal to Landowner's Gap Share times the amount of the actual Gap Shortfall ("Landowner's Gap Payment") and (ii) defer such payment until the CFD can impose and collect CFD special taxes in excess of the amounts required to pay required debt service and City administration costs associated therewith. In consideration of such deferral of payment of the acquisition price, City covenants to assess the special tax against all properties within the CFD at the maximum rate permitted under the CFD, commencing with the levy of special taxes required to service the CFD bonds after the planned interest reserve therefor has been exhausted, and to pay to Landowner on an annual basis (commencing on the first day of the next succeeding month following the satisfactory completion of all CFD Improvements), payments toward such deferred acquisition price until Landowner's actual Gap Payment, plus accrued interest, is paid in full. If more than one Plan Area Landowner has an outstanding Landowner Gap Payment, then the payment to Landowner from excess CFD special tax proceeds and the other landowner(s) shall be made pro-rata thereto, based on their relative outstanding Landowner Gap Payments. The payment of the Landowner Gap Payment hereunder shall be personal to Landowner, shall not run with the land and shall not be assigned by Landowner without the written consent of the City, which shall not be unreasonably withheld. Payment of that portion of the acquisition price for a CFD

Improvement which represents either cost overruns incurred due to unforeseeable construction conditions encountered in the field for which a City-approved change order has been issued, or additional costs incurred due to change orders for additional or changed work required in writing by the City, shall be paid to the Landowner who incurred such overrun or additional cost from excess CFD special tax proceeds only after all Landowner Gap Payments have been paid in full. Landowner's Gap Payment and the portion of the acquisition price which represents cost overruns or additional costs incurred pursuant to approved change orders as described above shall accrue interest from the first day of the next succeeding month following the date of each payment by Landowner for costs related to the CFD Improvement(s) for which payment otherwise would have been made from CFD bond proceeds in the absence of such Gap Shortfall. Provided, the parties agree that CFD bond proceeds shall first be exhausted prior to payment by Landowner for any such costs. Upon the first payment by Landowner (after exhaustion of available CFD bond proceeds), the rate of interest to be paid for purposes of all deferred payments described above shall be fixed as of the date of such first payment by Landowner, at the prime rate in effect as of such date as published in the 'Money Rates' section of The Wall Street Journal, plus two percent (2%) per annum."

n. Revised Section 3.15. The next to last sentence of Section 3.15 is hereby modified to read as follows:

"In particular, and without limitation thereof, Landowner acknowledges that the design of the utilities to be located within Blue Oaks and Woodcreek Oaks Boulevards shall be subject to the approval of the City that said rights of way will accommodate all utilities, sewer, water and other improvements described herein or planned by City."

o. Revised Section 4.2.2. The second and third sentence of Section 4.2.2 are hereby deleted.

3. 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.

4. Amendment. This 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.

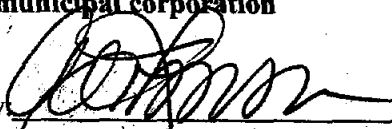
5. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "B":	Land Use
Exhibit "C":	Bike Trail Improvements
Exhibit "D-2":	Electric Distribution Facilities
Exhibit "F":	On-Site Water Lines and Well Sites
Exhibit "G":	Reclaimed Water Lines
Exhibit "H":	Sewer Lines
Exhibit "I":	Collector Streets

6. Form of Amendment. This Amendment is executed in two duplicated originals, each of which is deemed to be an original.

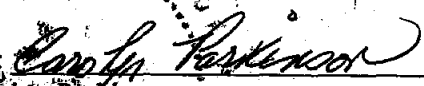
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 3248, adopted by the Council of the City of Roseville on the 15th day of July, 1998, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE,
a municipal corporation

By: 

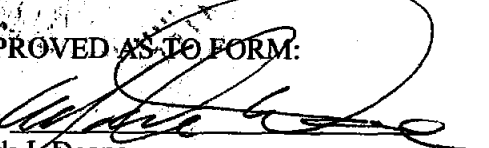
Allen E. Johnson
City Manager

ATTEST:

By: 

Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:

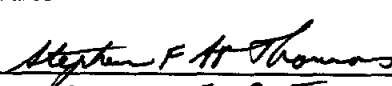
By: 

Mark J. Doane
City Attorney

SAMMIS ROSEVILLE ASSOCIATES,
a California general partnership

By: Metropolitan Life Insurance Company, a New York corporation, as successor by merger to New England Mutual Life Insurance Company, a Massachusetts corporation, on behalf of its Development Properties Account
Its: General Partner

By: AEW Real Estate Advisors, Inc., formerly known as Copley Real Estate Advisors, Inc., a Massachusetts corporation
Its: Duly Authorized Asset Manager and Advisor

By: 
Name: STEPHEN F. ST. THOMAS
Its: VICE-PRESIDENT

By: Sammis Foothill Associates, a California general partnership
Its: General Partner

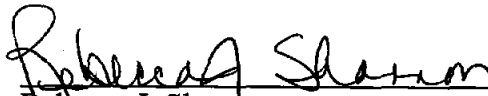
By: DPA Pool, a California limited partnership,
Its: General Partner

By: Sammis Global Pool, a California limited partnership,
Its: General Partner

COMMONWEALTH OF MASSACHUSETTS]
] ss.
COUNTY OF SUFFOLK]

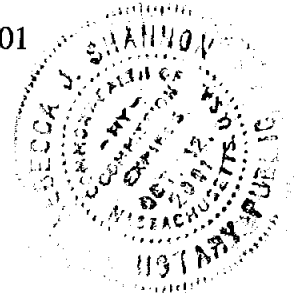
On July 28, 1998, before me, the undersigned, a Notary Public in and for said Commonwealth, personally appeared Stephen F. St. Thomas, personally known to me to be the person who executed the within instrument as a Vice President of AEW Real Estate Advisors, Inc., (formerly known as Copley Real Estate Advisors, Inc.) a Massachusetts Corporation, as duly authorized asset manager and advisor to Metropolitan Life Insurance Company as successor by merger to New England Mutual Life Insurance Company, for and on behalf of its Developmental Properties Account.

WITNESS my hand and official seal.


Rebecca J. Shannon

Notary Public in and for said Commonwealth

My commission expires October 12, 2001



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Orange

On Aug. 4, 1998 before me, Cheryl A. Moats

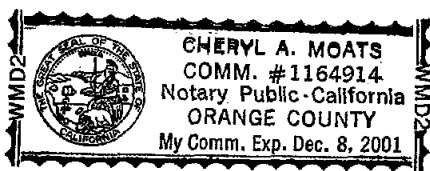
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John S. Negstad

NAME(S) OF SIGNER(S)

☒ 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(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.

Cheryl A. Moats
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF CALIFORNIA

COUNTY OF PLACER

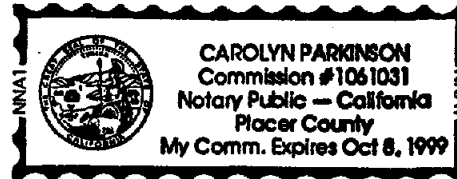
)
:
ss.
)

On this 1 day of September in the year of 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved 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 in and for said State



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

Title or Type of Document Handwritten 7 Rev. Grant - Sammis

Date of Document 8.31.98

Acknowledgment - All Purpose

10

0902 0000 0001 0030

By: Sammis Master Partnership, a
California limited partnership,
Its: General Partner

By: Hagroth Company, a
California corporation,
Its: General Partner

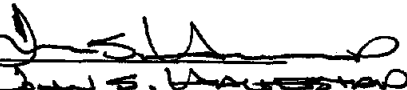
By: 
John S. Hagroth
Its: PRESIDENT

EXHIBIT "B"

Land Uses for the Property WoodCreek North

Land Use by Parcel Table

Parcel	Zoning	Land Use	Density	Net Acreage	Units
WOODCREEK NORTH					
WN-1	R1	LDR	3.0	28.5	85
WN-2	R1	LDR	4.9	19.5	95
WN-3	R1	LDR	3.8	28.5	108
WN-4	R1/DS	LDR	4.7	29.9	142
WN-5	RS/DS	LDR	5.7	23.7	136
WN-50	PR	Park		26.3	
WN-51	PR	Park		16.5	
WN-80	OS	Open Space		6.8	
WN-81	OS	Wetland Compensation		10.8	
WN-82	OS	Open Space		9.2	
WN-83	OS	Open Space		1.5	
WN-84	OS	Open Space		0.5	
WN-85	OS	Open Space		16.6	
WN-70	P/QP	Elementary School		8.0	
ROW - Woodcreek North				6.6	
Subtotal Woodcreek North				232.9	566

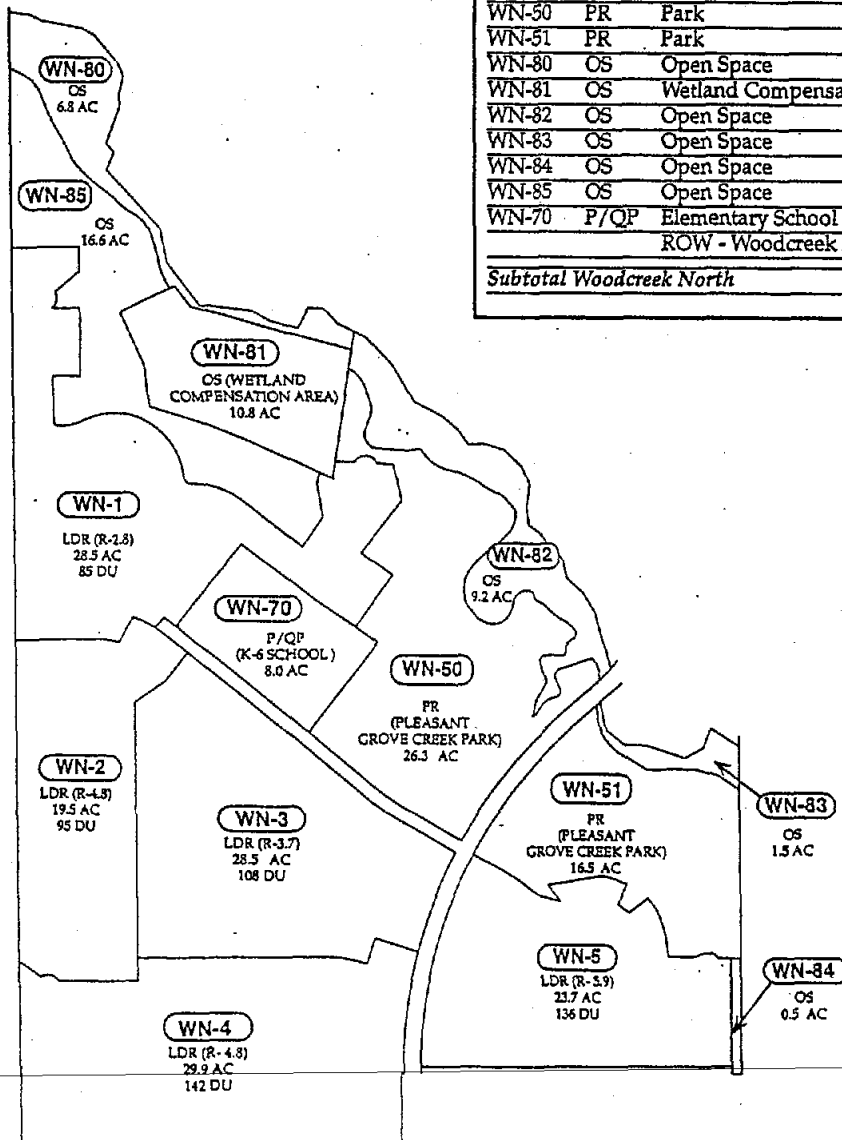
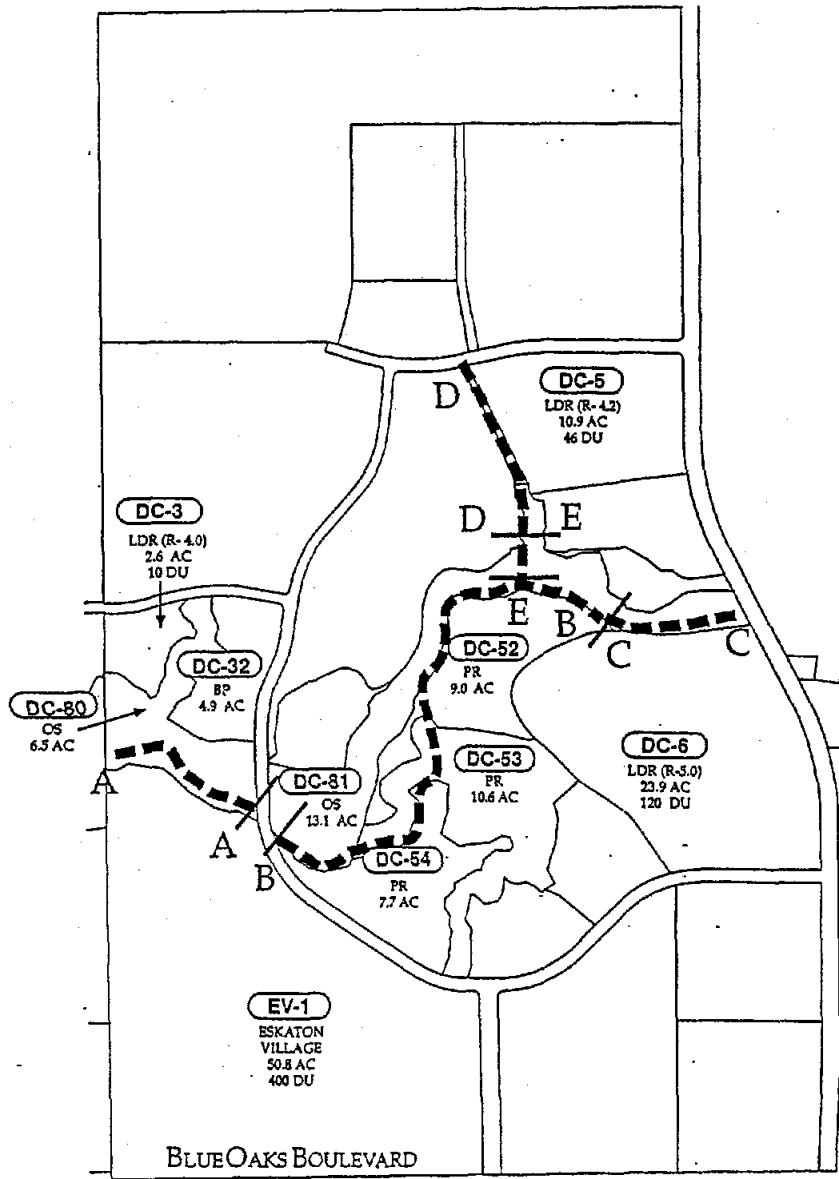


EXHIBIT "C"

(Page 1 of 2)

General Location of Bike Trail Improvements



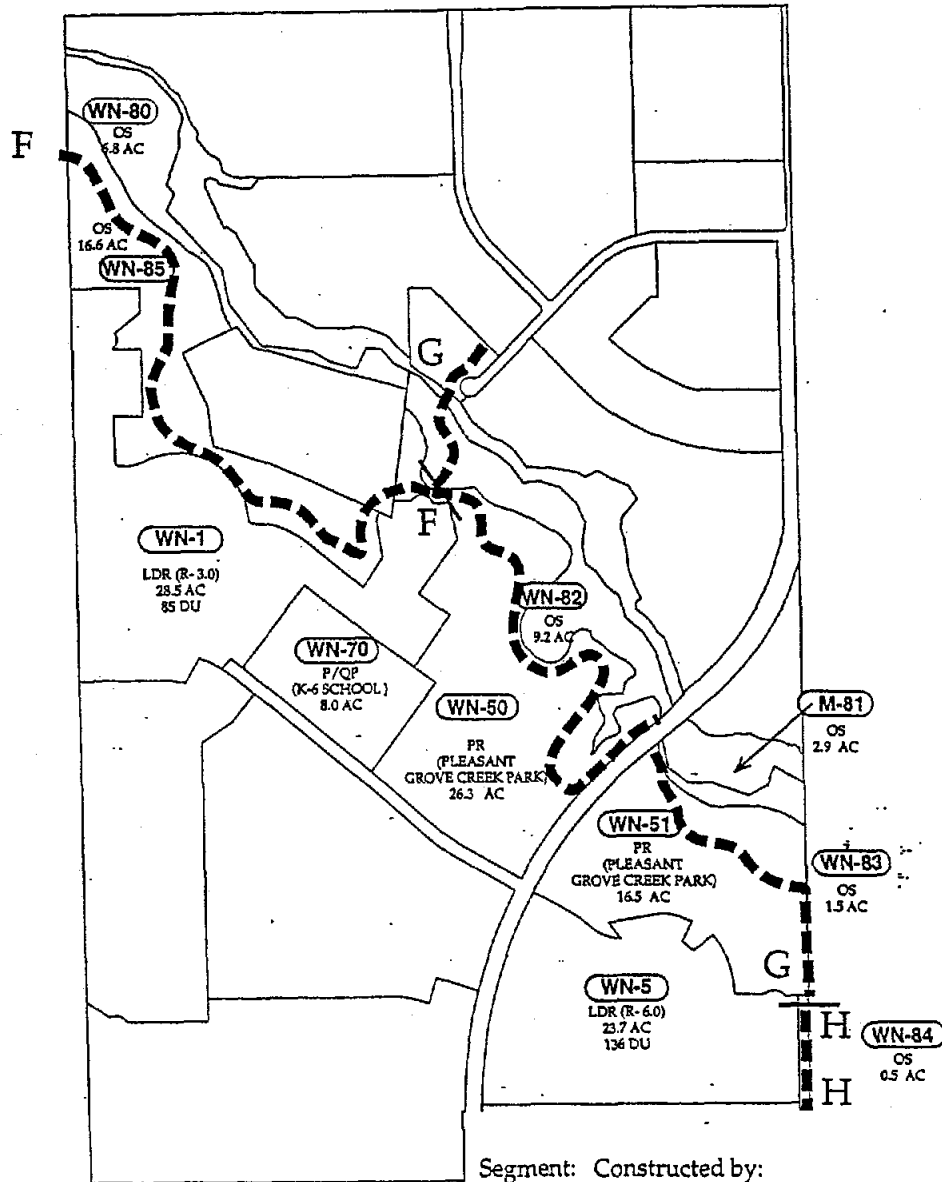
Segment: Constructed by:

A-A	Developer of Parcel EV-1
B-B	Developed with Park Improvements
C-C	Developer of Parcel DC-6
D-D	City EUD
E-E	Developed with Park Improvements (Creek Crossing)

EXHIBIT "C"

(Page 2 of 2)

General Location of Bike Trail Improvements



F-F	Developer of Parcel WN-1
G-G	Developed with Park Improvements
H-H	Developer of Parcel WN-5

EXHIBIT "D-2"
Onsite Electric Distribution Facilities
Neighborhood "B", Phase 1

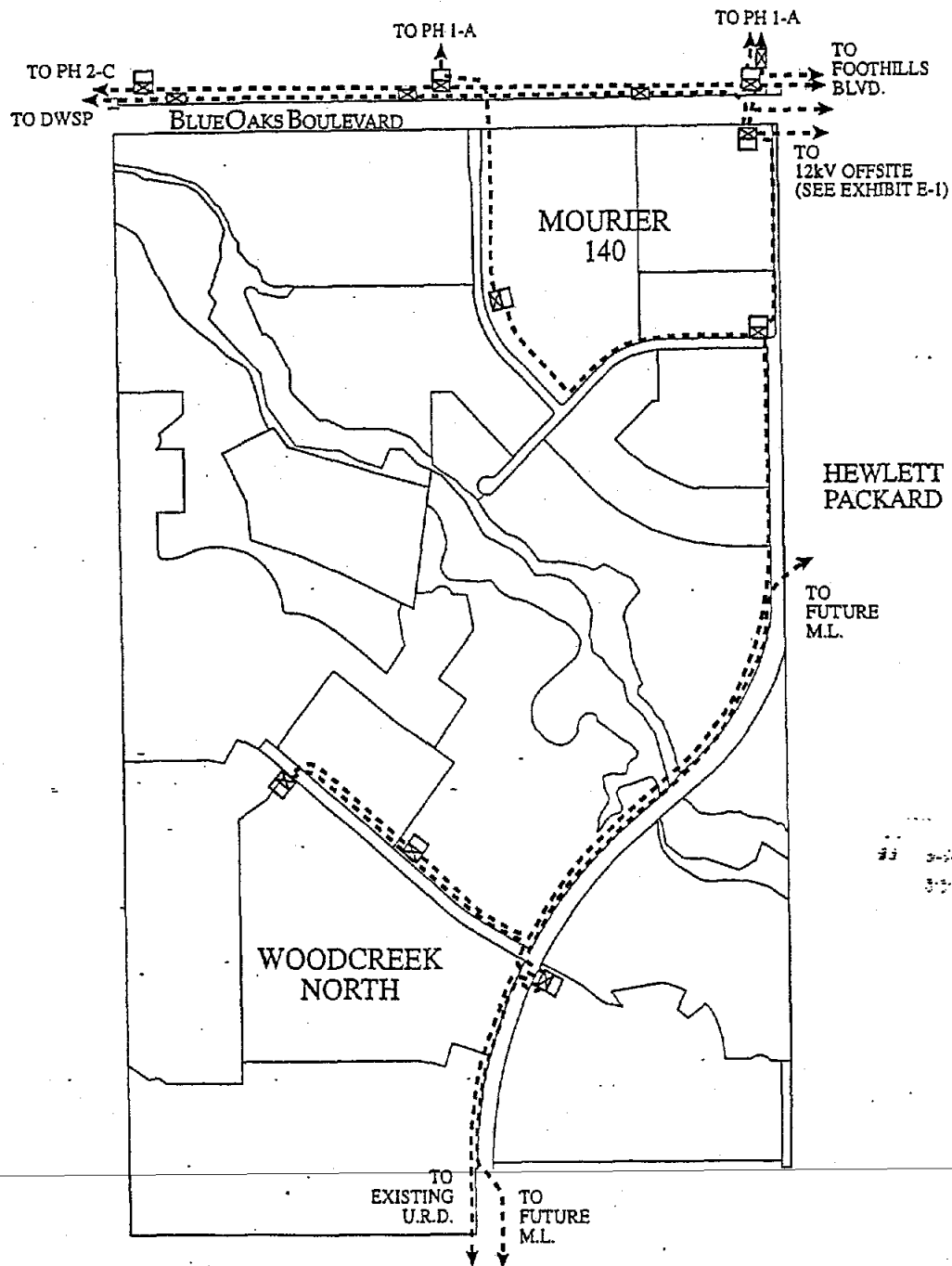


EXHIBIT "F"

On Site Water Lines and Well Sites

KEY

- Specific Plan Boundary
- Proposed Water Main
- Well Site
- Normally Closed Valve
- PRV Pressure Reduction Valve

Water System*

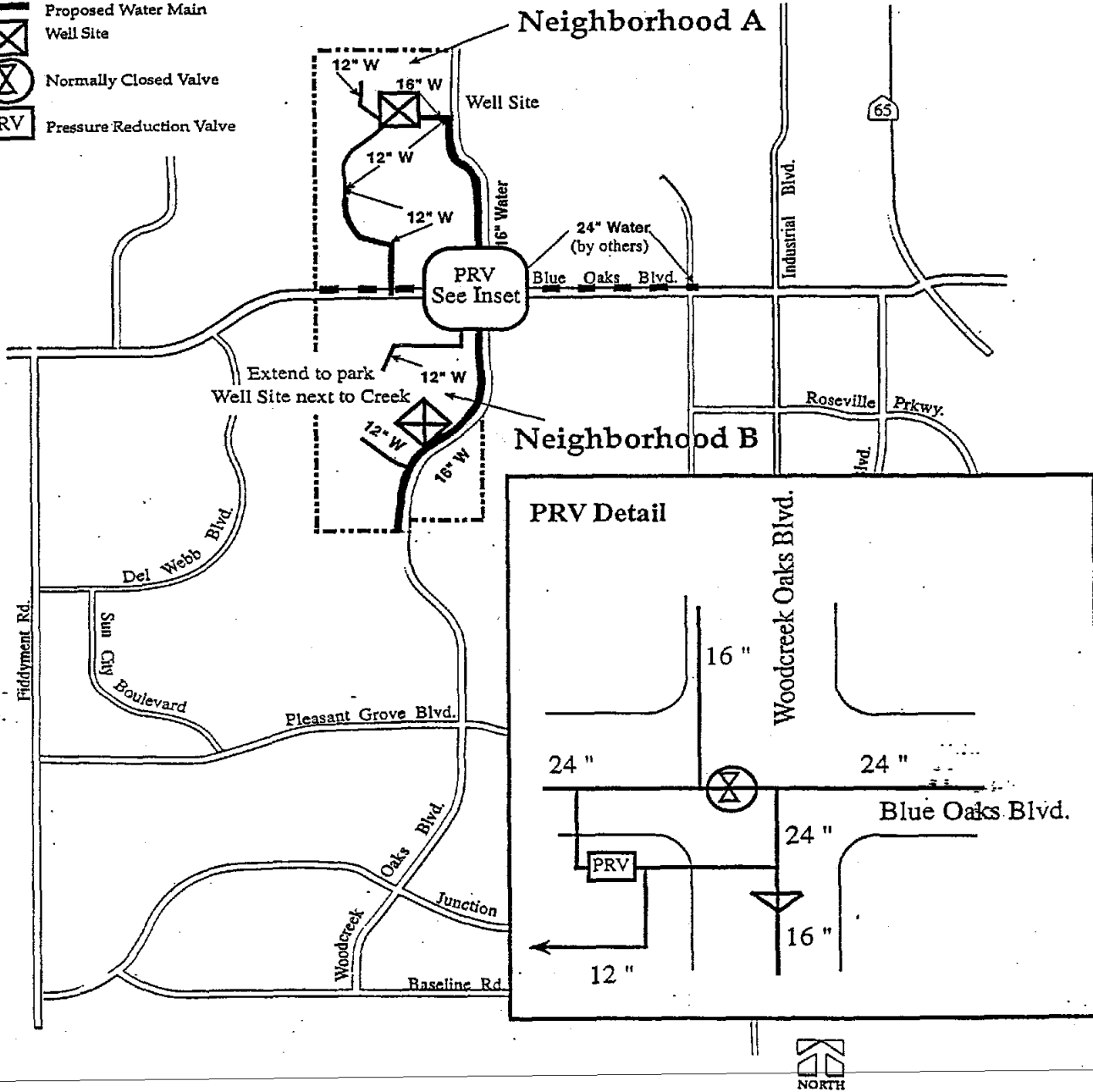


EXHIBIT "G"

Reclaimed Water Lines

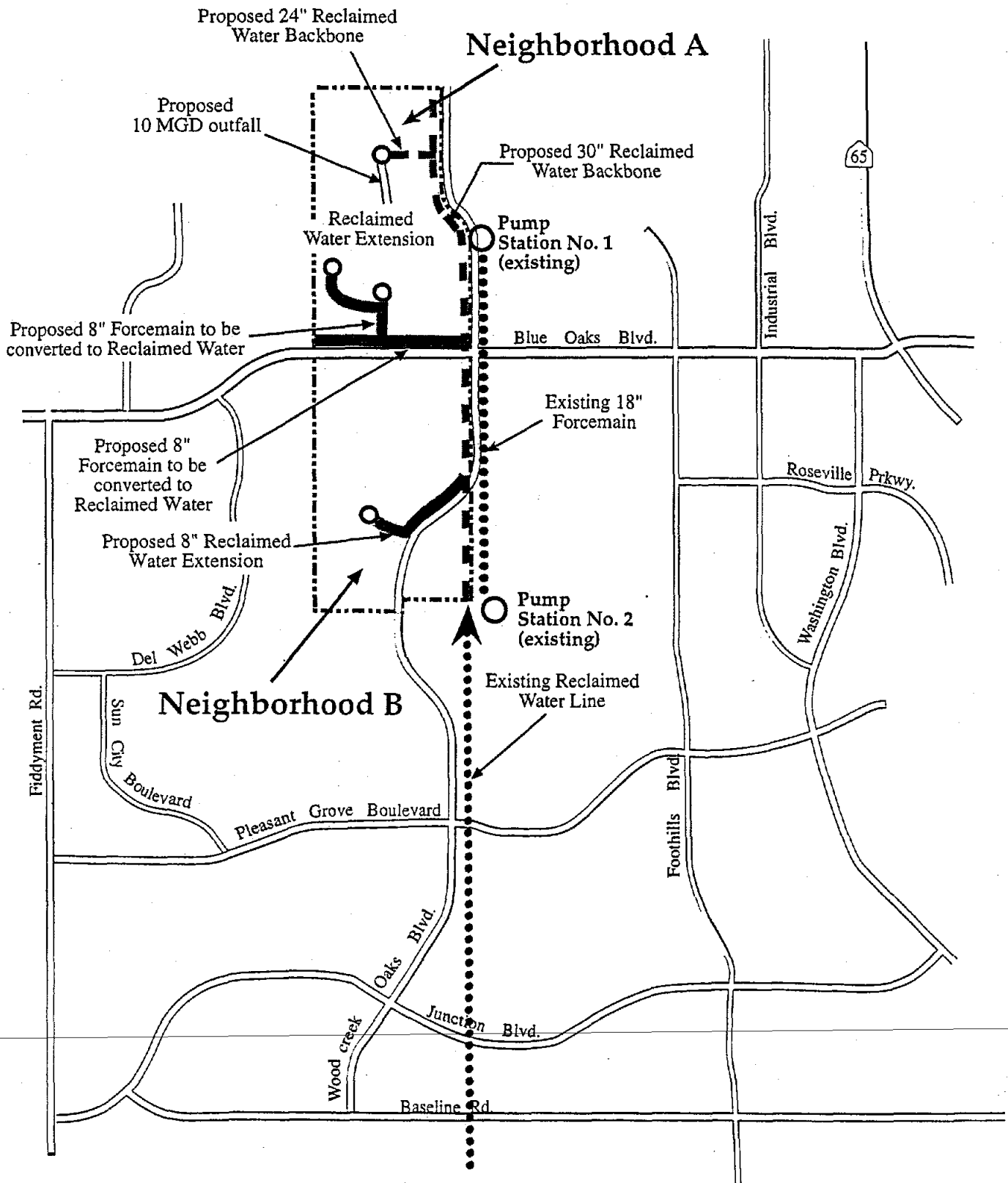


EXHIBIT "H"

Sewer Lines

(Prior to Operation of the Pleasant Grove Creek WWTP)

KEY

- Specific Plan Boundary
- Proposed Gravity Wastewater Line
- Existing Force Main (FM)
- Proposed Force Main (FM)
- - - - Existing Gravity Line

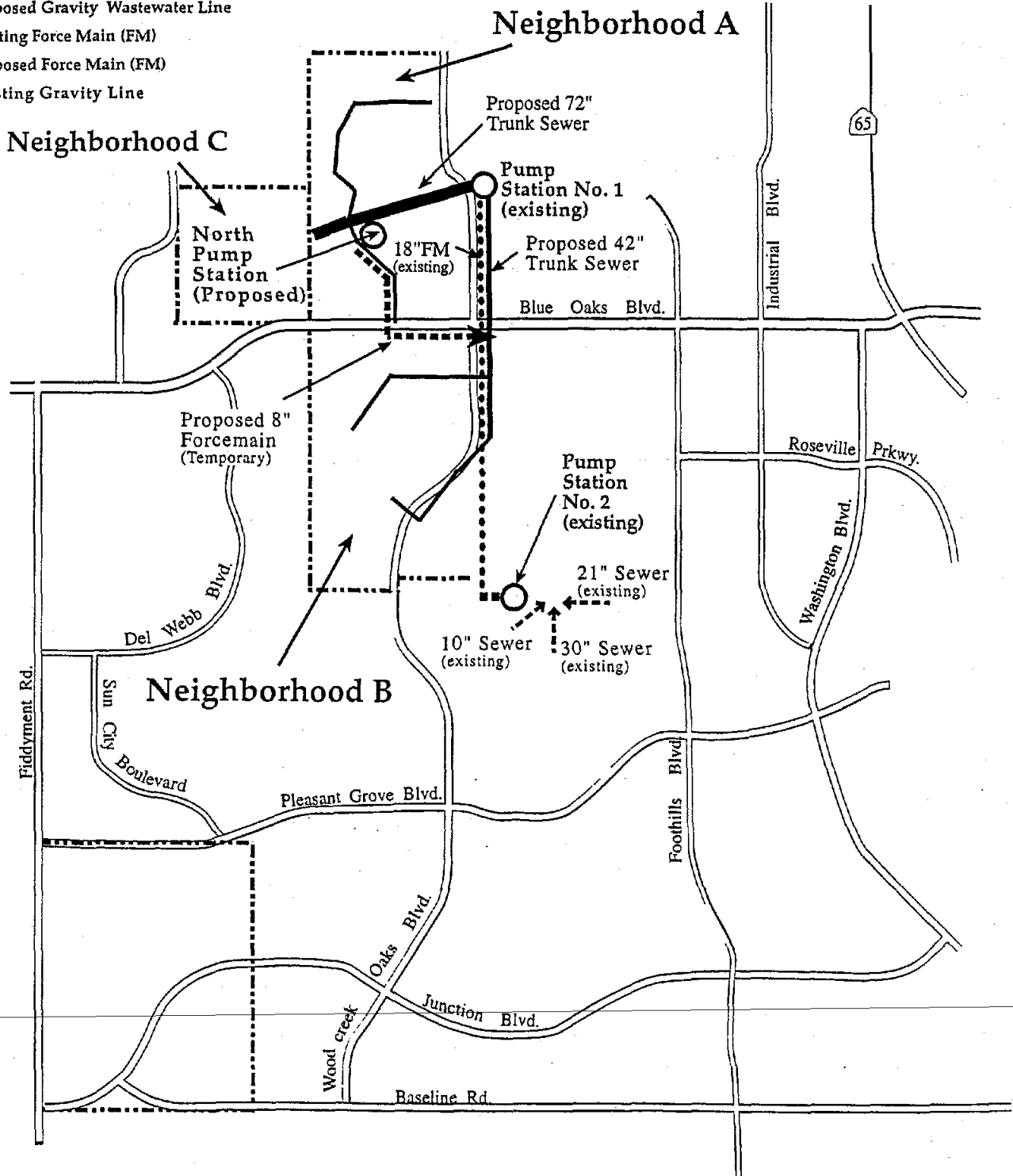


EXHIBIT "I"

Collector Streets

-  6 Lane Arterial (Figure 4-2)
(Blue Oaks Blvd.)
-  4 lane Arterial (Figure 4-4)
-  4 lane Arterial (Figure 4-8)
(Diamond Creek Blvd.)
-  4 lane Arterial (Figure 4-5)
Woodcreek Oaks Blvd. North of Blue Oaks Blvd.
-  4 lane Arterial (Figure 4-5)
Woodcreek Oaks Blvd. South of Blue Oaks Blvd.
(Adjacent to HP)
-  2 lane Collector (Figure 4-7)
-  2 lane Primary Residential (Figure 4-9)
-  Signalized Intersection

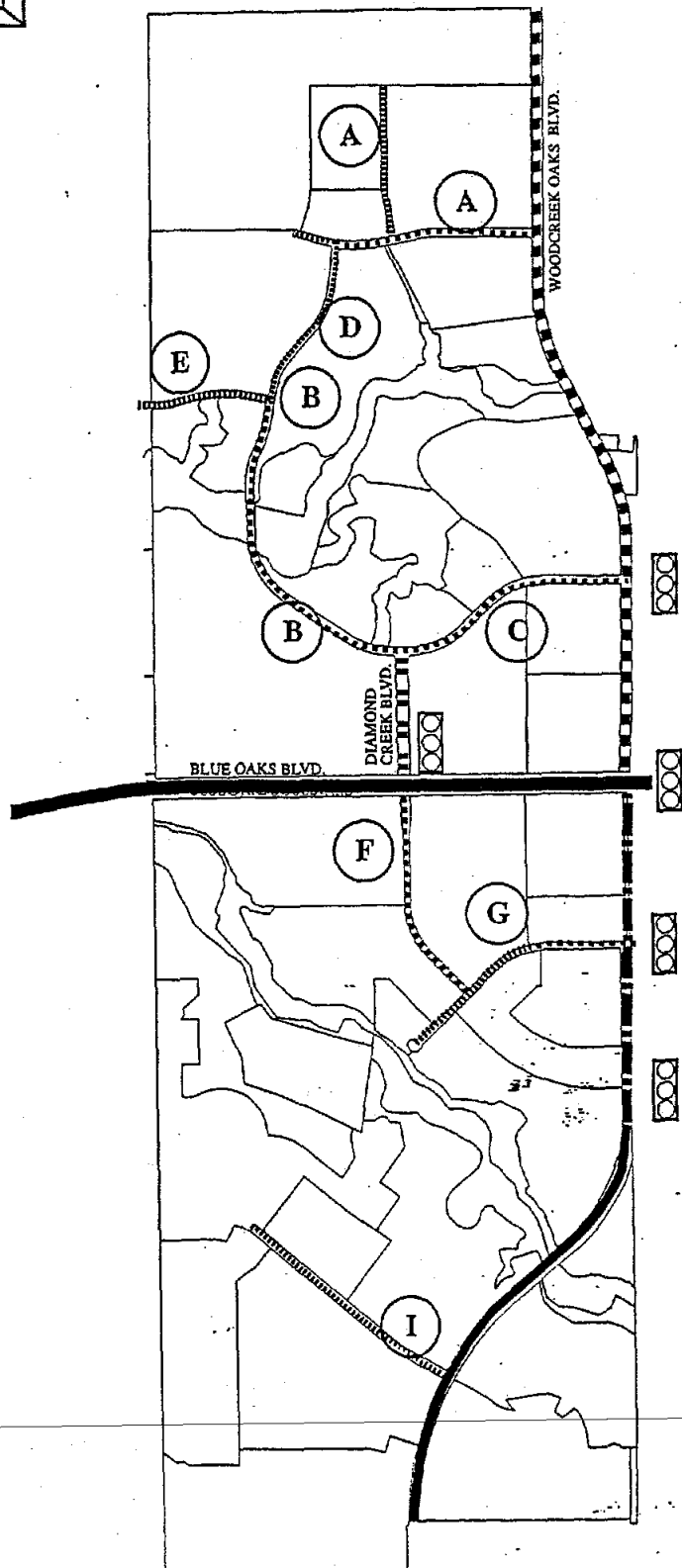


EXHIBIT "J"

CFD IMPROVEMENTS

CFD FACILITIES

◆ ROADS

➤ Blue Oaks Boulevard

- Frontage improvements on both the north and south sides of Blue Oaks Boulevard, consisting of curb, gutter, 18 feet of pavement, streetlights, utilities and ancillary improvements, but not including landscaping or sidewalks (except as otherwise provided below), plus median landscaping.
- Road improvements will extend from intersection with Woodcreek Oaks Boulevard to the western plan boundary for Neighborhoods A and B, with appropriate transitions at each end.
- Del Webb reimbursement for the previously installed southern portion of frontage improvements included as part of the cost for Blue Oaks Boulevard.
- City to pay cost of 10 feet of additional pavement on north side of Blue Oaks Boulevard.

➤ Woodcreek Oaks Boulevard

- South of the South Branch of Pleasant Grove Creek: frontage improvements on both the west and east sides of Woodcreek Oaks Boulevard, consisting of curb, gutter, 18 feet of pavement, streetlights, utilities and ancillary improvements, but not including frontage landscaping or sidewalks (except as otherwise provided below), plus median landscaping.
- The west one-half of the bridge structure crossing the South Branch of Pleasant Grove Creek, and all necessary transitions to the southern improvements to Woodcreek Oaks Boulevard.
- North of the South Branch of Pleasant Grove Creek: frontage improvements for the west side of Woodcreek Oaks Boulevard, consisting of curb, gutter, 18 feet of pavement, streetlights, utilities and ancillary improvements, but not including landscaping or sidewalks (except as otherwise provided below), plus 14 feet of additional pavement and a median curb for the western edge of the landscape median planned for Woodcreek Oaks Boulevard (but no other median landscaping), plus the west one-half of the bridge structure crossing the Main Branch of Pleasant Grove Creek. Streetlights on west side only, designed to meet IESRP8 lighting standards for a residential collector.
- CFD will include financing for sidewalks to be located back-of-curb for any portion of Woodcreek Oaks Boulevard adjacent to non-park, open space, as required by City.

➤ Collector Streets

- Curb, gutter, pavement, streetlights, utilities, bridges and ancillary improvements (but excluding landscaping and sidewalk, except as otherwise provided below) for that portion of the roadways identified as "Collector Streets" on Exhibit "I" necessary to provide access to the school sites and park sites within the Plan Area.

- CFD will include financing for the sidewalks to be located back-of-curb for any portions of the Collectors adjacent to non-park, open space, as required by City.
- Intersections
 - Intersection improvements (excluding signals) as required by the City for the intersection of Woodcreek Oaks and Blue Oaks Boulevards and for the intersections of the Collector Streets with such Boulevards.
- ◆ DRAINAGE
 - Master Drainage Plan.
 - Storm drain mains required by the Master Drainage Plan and laterals located within the above-described road improvements.
- ◆ WATER
 - All on-site improvements to the water system shown on Exhibit "F" of this Agreement.
 - The Plan Area's pro-rata share of the cost of the pressure reducing station and ancillary water taps constructed by Del Webb within Blue Oaks Boulevard as shown on Exhibit "F."
- ◆ RECLAIMED WATER
 - Reclaimed water line extensions from the backbone line along Woodcreek Oaks Boulevard to be installed by City to the publicly owned parks within the Plan Area, as generally shown on Exhibit "G" of this Agreement. Each line will be sized as required to serve the applicable park site.
- ◆ SEWER
 - All on-site improvements to the sewer system as shown on Exhibit "H" to this Agreement, except for the 72" Trunk Sewer and 42" Trunk Sewer to be located therein, which shall be the City's responsibility (subject to the CFD contribution described below for Neighborhood B's share of the cost to construct the 42" Trunk Sewer).
 - \$263,000 for Neighborhood B's share of the cost to construct the 42" Trunk Sewer.
- ◆ ELECTRIC FACILITIES
 - All on-site electric distribution facilities identified in Exhibit "D" of this Agreement, and all off-site electric distribution facilities identified in Exhibit "E" of this Agreement.
- ◆ PARKS
 - Initial park and bike trail improvements within the Plan Area.

CFD CONTRIBUTIONS

- ◆ PLEASANT GROVE INTERCHANGE
 - \$1 million at bond issuance, to be credited against the Highway 65 JPA Impact Fee.

◆ FIRE STATION SITE

- \$150,000 for City acquisition of a fire station site to be located outside the Plan Area boundary.

◆ SCHOOL SITE ACQUISITION

- \$1,852,000 for acquisition of middle school site.
- Approximately \$309,000 for acquisition of land for school sites, net of dedications, approximately \$174,000 of which to be allocated to Neighborhood A (exclusive of the Eskaton project) and \$135,000 to the northern half of Neighborhood B.

◆ MAHANY PARK COMMUNITY CENTER

- \$1,000,000 for City construction of the Mahany Park Community Center, to be credited against the City's Capital Facilities Fee. (Actual proceeds to come from reimbursement to City from school district purchase of middle school site.)

◆ BLUE OAKS BOULEVARD MEDIAN

- Up to \$400,000 for landscaping 56-foot wide Blue Oaks Boulevard median from western Phase 1 Plan Area boundary east to Woodcreek Oaks Boulevard intersection. (Actual proceeds to come from reimbursement to City from school district purchase of middle school site.)

ORDINANCE NO. 3248

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE NORTH ROSEVILLE SPECIFIC PLAN
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 Amended Development Agreement for the North Roseville Specific Plan (NRSP) area as described in the Amended Development Agreement, a copy of which is on file with the City Clerk and incorporated herein by reference, by and between the City of Roseville and Sammis Roseville Associates, a California general partnership.

SECTION 2. FINDINGS. The City Council of the City of Roseville has reviewed the findings of the Planning Commission regarding the proposed amendment to the NRSP Development Agreement and makes the following findings:

1. The Amended Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and any applicable Specific Plan;
2. The Amended Development Agreement is consistent with the provisions of Chapter 19.84 of the Zoning Ordinance of the City of Roseville;
3. The Amended Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
4. The Amended Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The development permitted by the Amended Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Amended Development Agreement.

SECTION 3. The Amended Development Agreement for the NRSP, by and between Sammis Roseville Associates 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 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 15th day of July, 1998, by the following vote on roll call:

AYES COUNCILMEMBERS: Harry Grabb, Jim Gray, Pauline Roccucci, Randy Graham

NOES COUNCILMEMBERS: None

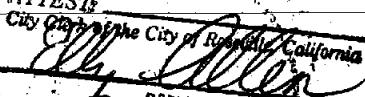
ABSENT COUNCILMEMBERS: Claudia Gamar


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