

Exempt from recording fees
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PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2000-0071888

Thursday, SEP 28, 2000 09:49:21
NOC \$0.0011

Ttl Pd \$0.00 Nbr-0000358808

J1F/R1/1-26

Recording Requested by
City of Roseville

When Recorded Mail to:
City Clerk
City of Roseville
2000 Hilltop Circle
Roseville, CA 95747

RE: Tenth Amendment to the Development Agreement By and Between the City of Roseville,
and Roseville Properties Investment Partners LTD., Relative to The Development
Known as Regional 65 Centre

CF: 0401-03-09
Land use Claims / amendments
North Central Parcel Specific Plan

Folder #15

FILED

NOV 06 2000

CITY OF ROSEVILLE
BY W

DW

Record and When Recorded
Return Original to:

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

TENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE
PROPERTIES INVESTMENT PARTNERS LTD., RELATIVE TO THE
DEVELOPMENT KNOWN AS REGIONAL 65 CENTRE

June 2000
(Portion of Parcels 54a, 54b, 56 [Renumbered to Parcel 20c])

THIS TENTH AMENDMENT to the Development Agreement By And Between The City Of Roseville and Roseville Properties Investment Partners Ltd. Relative To The Development Known As Regional 65 Centre is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City") and Parkland Reserve, Inc., a California corporation ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. The City and Landowner's predecessor in interest, Roseville Properties Investment Partners Ltd. ("RPIP") entered into a Development Agreement regarding certain property known as Regional 65 Centre (the "Development Agreement"), which was approved by the City Council of City of September 5, 1990, and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.

B. On September 20, 1995, City and RPIP, by Ordinance No. 2917, entered into the First Amendment of the Development Agreement (the "First Amendment"). The First Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059717.

C. On October 4, 1995, City and RPIP, by Ordinance No. 2921, entered into the Second Amendment of the Development Agreement (the "Second Amendment"). The Second Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059585.

D. On December 6, 1995, City and RPIP, by Ordinance No. 2937, entered into the Third Amendment of the Development Agreement (the "Third Amendment"). The Third Amendment was recorded on January 12, 1996, in the Official Records of Placer County as Instrument No. 96-002-015.

E. On February 5, 1996, City and RPIP, by Ordinance No. 2955, entered into the Fourth Amendment of the Development Agreement (the "Fourth Amendment"). The Fourth Amendment was recorded on February 9, 1996, in the Official Records of Placer County as Instrument No. 96-007432.

F. On June 23, 1997, City and RPIP, by Ordinance No. 3108, entered into the Fifth Amendment of the Development Agreement (the "Fifth Amendment"). The Fifth Amendment was recorded on October 30, 1997, in the Official Records of Placer County as Instrument No. 97-0067514-00.

G. On September 2, 1998, City and Richland Irvine, Inc. ("Richland") by Ordinance No. 3261, entered into the Sixth Amendment of the Development Agreement (the "Sixth Amendment"). The Sixth Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020245.

H. On November 4, 1998, City and Richland by Ordinance No. 3280, entered into the Seventh Amendment of the Development Agreement (the "Seventh Amendment"). The Seventh Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020246.

I. On May 17, 2000, City and Richland by Ordinance No. 3516, entered into the Eighth Amendment of the Development Agreement (the "Eighth Amendment"). The Eighth Amendment was recorded on June 21, 2000, in the Official Records of Placer County as Instrument No. 2000-0044211.

J. On February 9, 2000, City and Richland by Ordinance No. 3469, entered into the Ninth Amendment of the Development Agreement (the "Ninth Amendment"). The Ninth Amendment was recorded on March 27, 2000, in the Official Records of Placer County as Instrument No. 00-0019534.

K. Concurrent with its consideration of this Tenth Amendment, City is processing a General Plan Amendment (Resolution No. 00-303), Specific Plan Amendment (Resolution No. 00-304), and a Rezone (Ordinance No. 3550) for purposes of reconfiguring land uses on Parcels 54a, 54b and 56 to create a new Parcel 56, consisting of a 13.30 acre park site, and a new 12.91 acre High Density Residential parcel, to be called Parcel 20c. City and Landowner wish to enter into this Tenth Amendment in order to provide consistency with these land use approvals.

L. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.

M. The property subject to this Amendment, a portion of North Central Roseville Specific Plan ("NCRSP") Parcels 54a, 54b and 56 (the "Rezone Property"), is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference. A portion of the Rezone Property is currently owned by Landowner, with a portion of the Rezone Property currently owned by City.

AGREEMENT

NOW, THEREFORE, City and Landowner agree as follows:

1. The prior Section 1.B.3, of the Development Agreement, page 5 of 53, is superseded and is amended by substitution herewith and Section 1.B.3. as set forth below is substituted therefore:

1.B.3 Termination of Multi-Family Property. This Agreement may be terminated with respect to any of Parcels 20A, 20B, 20C, 21B, 27, 28 and 42B at the election of the then property owner upon issuance of a use permit for such property and written notice to City of such election to terminate provided that I) all CFD improvements required to serve the parcel, as determined by City, have been accepted by City, ii) an affordable housing development agreement, if required pursuant to Section 2.C.1.e, has been recorded on the parcel, iii) the Landscape and Lighting District required pursuant to Section 3.G.1 has been formed and iv) a regional or NCRSP drainage retention program (in accordance with Section 3.D.4) has been approved or established by City. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

2. The prior Section 2.A.1. of the Development Agreement, page 7 of 53, is superseded and is amended and substituted herewith and Section 2.A.1. as set forth below, is substituted therefore:

2.A.1. Generally. The permitted uses of the 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, and location of public improvements, and other terms and conditions of development applicable to said property shall be those set forth in this Agreement, the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement, and the Schematic Development Plan attached hereto as Exhibit B and the Table of Land Uses attached hereto as Exhibit C; provided, however, that the size and shape of particular parcels of the Property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1.F.2.

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

City agrees that land use is granted and grants such land use herewith to the Property subject to this Agreement as follows: 81.03 acres, more or less, of Business and Professional land use; 85.20 acres of Community Commercial land use; 41.5 acres of Commercial land use; 94.2 acres of Regional Commercial land use (subject to Section 2.D.1. hereof); 105.4 acres, more or less of BP/Commercial

land use; 46.47 acres of Planned Development land use; 2.28 acres of Neighborhood Commercial land use; 1.09 acres of day care use; and 3,494 dwelling units for residential use, all as set forth on Exhibit B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or the Zoning Ordinance provides on the effective date of this Agreement. The permitted square footage of structures constructed on land allocated to Business and Professional Use shall not exceed forty percent (40%) or be less than thirty percent (30%) of the square footage of the parcel upon which the structure is constructed if such structure is a single story. The permitted square footage of each floor of such structure shall not exceed thirty-five percent (35%) or be less than twenty-eight (28%) of the land area if such structure is two or more stories.

3. The prior Section 2.C.1.a. of the Development Agreement, page 8 of 53, is superseded and is amended by substitution herewith and Section 2.c.1.a. as set forth below is substituted therefore:

2.C.1.a. Landowner agrees that sites for two hundred ninety-two (292) residential units will be reserved for residents with earnings falling within the very low (less than fifty percent (50%) of median income) and low (fifty percent (50%) to eighty percent (80%) of median income) categories. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville.

4. The prior Section 2.C.1.b of the Development Agreement, page 8 or 53, is superseded and is amended by substitution herewith and Section 2.C.1.b as set forth below is substituted therefore:

2.C.1.b. The reservations provided in this Section 2.C.1 shall be as follows:

Parcel 20	One Hundred Twenty-(120) units
Parcel 20C	Twenty-Six (26) units
Parcel 21B	Thirty (30) units
Parcel 27	Seventeen (17) units
Parcel 28	Seventy-two (72) units
Parcel 42B	Twenty-seven (27) units

5. The prior Section 3.A.3.a. of the Development Agreement, pages 18-19 of 53, is superseded and is amended by substitution herewith and Section 3.A.3.a. as set forth below is substituted therefore:

3.A.3 Park and Open Space Sites.

3.A.3.a. Landowner, upon demand of City, shall dedicate, grant or convey:

(i) A 4.5-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 50A on the Schematic Development Plan.

(ii) A 10.1-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 52 on the Schematic Development Plan.

(iii) A 4.5-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 53 on the Schematic Development Plan.

(iv) [Reserved]

(v) A 2.9-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55B on the Schematic Development Plan.

(vi) A 2.9-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55C on the Schematic Development Plan.

(vii) A 0.88-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55D on the Schematic Development Plan.

(viii) A 13.3-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 56 on the Schematic Development Plan.

(ix) A 1.81-acre, more or less, portion of its property for the purposes of a park and preserve, shown as Parcel 90 on the Schematic Development Plan.

(x) A 13.67-acre, more or less, portion of its property for the purposes of a vernal pool preserve, shown as Parcel 91 on the Schematic Development Plan. City agrees that such parcel shall be maintained in accordance with Sections 2.E.2.b and 3.G.6 hereof.

(xi) 88.3 acres of flood plain for flood control, recreational uses and wildlife habitat preservation, shown as Parcels 80A, 80B, 82, 83, 84, 86 and 87 on the Schematic Development Plan. City agrees that such parcels shall be maintained in accordance with Sections 2.E.2.b and 3.G.6 hereof. City agrees to provide a commercial street right-of-way together with related slope, bike trail and public utility easements across lower watershed Parcel 84 and Parcel 55A for the purpose of providing a roadway connection between Parcels 48 and 49. Such right-of-way and related easements shall be located in or near the powerline corridor easements as shown on Exhibit B. City also agrees to provide a residential street right-of-way together with related slope, bike trail and public

utility easements across lower watershed Parcel 84 for the purpose of providing a roadway connection between Parcels 18A/18B and Parcel 18C as shown on Exhibit M. If future roadway configurations require such right-of-way and related easements be relocated, Landowner acknowledges that City approval and an abandonment procedure will be required. In addition, City agrees to provide a residential street right-of-way together with related slope, bike trail and public utility easements across lower watershed Parcel 83 for the purpose of providing a roadway connection between Parcels 43/21A and 42B/21B. Such right-of-way and related easements shall be located in or near the powerline corridor easements as shown on Exhibit B. Any federal or state permits that are required as a prerequisite of constructing the roadway connections across lower watershed Parcel 84 described above, together with any related mitigation obligations, are the responsibility of Landowner.

(xii) A 33.0-acre, more or less, portion of its property for the purposes of a vernal pool preserve, shown as Parcel 93 on the Schematic Development Plan, but only in the event that such a conveyance is required pursuant to the provisions of Section 2.E.1.b, hereof.

6. The Development Agreement, page 21 of 53, is amended herewith to add a new Section 3.A.14 as set forth below:

3.A.14 Payment in Lieu of Dedication of a Portion of Parcel 56. In lieu of dedication of a portion of Parcel 56, which portion will be hereinafter identified as Parcel 20c, and in consideration for reconfiguration of Parcels 54a, 54b and 56 to create the new Parcel 20c, Landowner, contingent upon receiving approval from City of land use entitlements for High Density Residential zoning and land use designations, including a General Plan unit allocation of 258 residential units for Parcel 20C, shall maintain ownership of Parcel 20C and shall pay to City the sum of \$1,200,000.00, payable the earlier of (1) twelve (12) months from the date of approval of the Amendment to the Development Agreement permitting this payment in lieu of dedication, or (2) December 31, 2001. City shall utilize said payment in lieu of dedication to help construct park improvements to the resulting Parcel 56. In addition, at the time of building permit issuance for Parcel 20C, Landowner, or its successor, shall pay a supplemental neighborhood park fee of \$492.50 per residential unit, in addition to the existing neighborhood park fee in the North Central Plan Area. City agrees to utilize the revenues from this supplemental neighborhood park fee to help construct the park improvements to the resulting Parcel 56 park.

7. The prior Section 3.F.5.c. of the Development Agreement, page 36 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.c. as set forth below is substituted therefore:

3.F.5.c. If, on or before January 1, 1993, the District has failed to receive an irrevocable commitment for state funding for the schools described in Section 3.F.3, above, the fees levied pursuant to this Section shall be increased to the following:

(i)	Parcels 1.A, 1B, 2, 3A, 3B, 8, 9, 14 and 15:	\$1,690
(ii)	Parcels 4, 5, 6, 7, 10 and 16:	\$2,360
(iii)	Parcels 17A, 17B, 18A, 18B, 18C, 19 and 26:	\$4,751
(iv)	Parcels 20, 21B, 27 and 28:	\$760
(v)	Parcel 42B	\$2,075
(vi)	Parcel 20C	Per recorded agreement between Landowner and District

8. The prior Section 3.F.5.d. of the Development Agreement, page 36 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.d. as set forth below is substituted therefore:

3.F.5.d. Such increased CFD elementary school construction fee shall be for the purposes of funding any remaining costs of the K-6 School (K-6#1) located on Parcel 72, any remaining costs of the Intermediate School on Parcel 73 that are attributable to the need to accommodate the 344 7-8 grade students residing within the Plan Area, and 100% of that portion of the cost of construction of and site acquisition for the K-6 School (K-6#2) on Parcel 74 which is attributable to the need to accommodate the remaining 551 K-6 students (who cannot be accommodated within the capacity of the K-6 School on Parcel 72) residing within the Plan area. If, prior to January 1, 1993, State funding has not been made available for the acquisition of the intermediate school site on Parcel 73, the District may direct the custodian of the K-6#2 account to reallocate such amount from the K-6#2 account as may be necessary for the District to acquire the Parcel 73 site.

9. The prior Exhibit A-1 (Parcel 54a), page 42 of 60, is superseded and amended by substitution herewith and Exhibit A-1, page 42 of 78, attached hereto and incorporated by reference, is substituted therefore.

10. The prior Exhibit A-1 (Parcel 54b), page 43 of 60, is superseded and amended by substitution herewith and Exhibit A-1, page 43 of 78, attached hereto and incorporated by reference, is substituted therefore.

11. The prior Exhibit A-1 (Parcel 56), page 44 of 60, is superseded and amended by substitution herewith and Exhibit A-1, page 44 of 78, attached hereto and incorporated by reference, is substituted therefore.

12. The Development Agreement is amended herewith to add Exhibit A-1 (Parcel 20C), page 78 of 78, attached hereto and incorporated by reference.

13. The prior Exhibit A-2 (Parcel 54a), page 42 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 42 of 78, attached hereto and incorporated by reference, is substituted therefore.

14. The prior Exhibit A-2 (Parcel 54b), page 43 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 43 of 78, attached hereto and incorporated by reference, is substituted therefore.

15. The prior Exhibit A-2 (Parcel 56), page 44 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 44 of 78, attached hereto and incorporated by reference, is substituted therefore.

16. The Development Agreement is amended herewith to add Exhibit A-2 (Parcel 20c), page 78 of 78, attached hereto and incorporated by reference.

17. The prior Exhibit B (Schematic Development Plan) to the Development Agreement, page 1 of 1, is superseded and is amended by substitution herewith, and Exhibit B, page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

18. The prior Exhibit C (Table of Land Uses) to the Development Agreement, page 1 of 1, is superseded and is amended by substitution herewith, and Exhibit C, page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

19. The property subject to this Tenth Amendment is and shall be a portion of former Parcels 54a, 54b and 56 to be renumbered as 20C of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Tenth Amendment shall apply to such parcel as its interests appear. With respect to land subject to the Development Agreement which is not part of the property subject to this Tenth Amendment, the Development Agreement shall continue to apply (except to the extent that portions of such land have been terminated as provided in Section 1.B of such Agreement).

20. All provisions of the Development Agreement not otherwise inconsistent with this Tenth Amendment, are and shall remain in full force and effect. Such provisions are herewith reenacted, readopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Tenth Amendment and the readoption and ratification are consistent with the Roseville General Plan, and North Central Roseville Specific Plan as amended and the EIR certified by the City of Roseville on May 31, 1990.

Approved and adopted pursuant to Ordinance No. 3551, this 19th day of July, 2000.

CITY:

LANDOWNER:

CITY OF ROSEVILLE,
A municipal corporation

PARKLAND RESERVE, INC.,
a California corporation

By: 

Allen E. Johnson
City Manager

By: 

V.P. / Secretary

By: 

Vice President

APPROVED AS TO FORM:



Mark J. Doane
City Attorney

x
ATTEST:



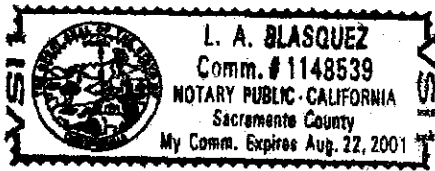
Carolyn Parkinson
City Clerk

STATE OF CALIFORNIA }
 } ss.
COUNTY OF SACRAMENTO }

On 8-15-00, before me, L. A. BLASQUEZ, a Notary Public, personally appeared STEPHEN THURTL, 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 entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *L. A. Blasquez*



200 10/15 11 11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Placer } ss.

On July 19, 2000, before me, Sonia A. Orozco-Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Allen E. Johnson
Name(s) of Signer(s)

personally known to me
 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.
Sonia A. Orozco
Signature of Notary Public

Place Notary Seal Above

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: Tenth Amendment to the Development Agreement Regional 65 Centre

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: City of Roseville

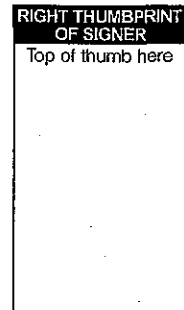


EXHIBIT "A-1"
FOR AMENDED DEVELOPMENT AGREEMENT

PORTION OF LOT 54A
CITY OF ROSEVILLE

All that certain real property situate in a portion of Lot 54a, as shown on the "Plat of Regional 65 Centre", as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 54a; thence from said TRUE POINT OF BEGINNING North 41°35'27" East a distance of 596.74 feet; thence South 48°05'11" East a distance of 68.45 feet; thence South 42°06'38" West a distance of 590.66 feet to a curve which tangent bears North 52°42'10" West; thence along said curve to the left having a radius of 2049.20 feet through a central angle of 01°46'16" with an arc length of 63.35 feet; subtended by a chord which bears North 53°35'19" West for a distance of 63.35 feet to the point of beginning.

Containing 0.89 acres of land, more or less.

END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

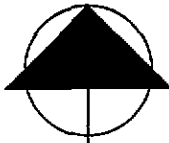
MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100
Roseville, California 95661-2944

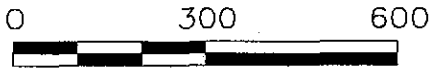
D.R.O.

Douglas R. Owyang, P.L.S. 6046
License Exp. Date: 6-30-01
Date: June 19, 2000

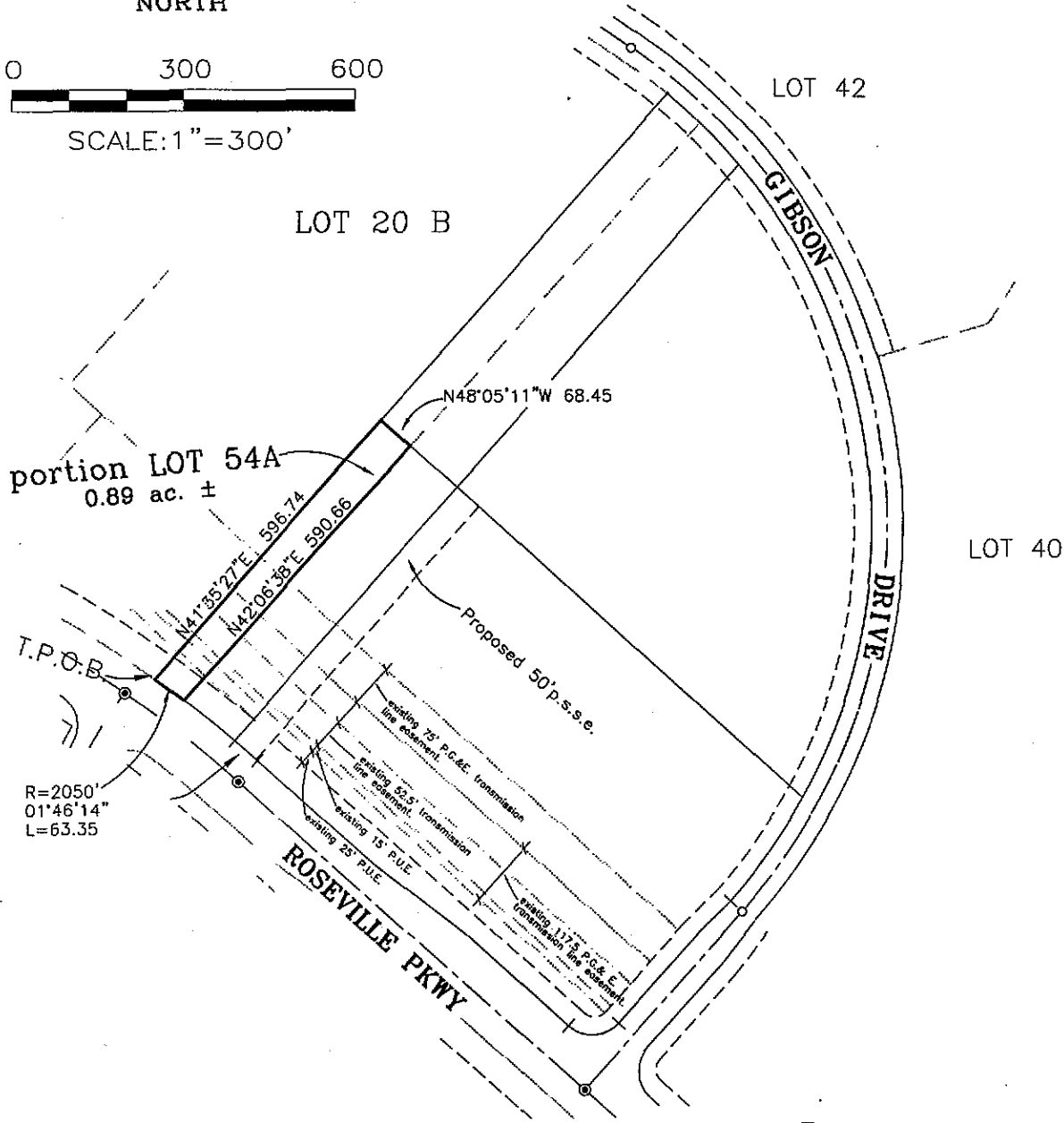




NORTH



SCALE: 1" = 300'



portion LOT 54A
0.89 ac. ±

T.P.O.B.

R=2050'
01°46'14"
L=63.35

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EXHIBIT A-2
 Portion of Lot 54a
 Amended Development Agreement
 Roseville, CA

MACKAY & SOMPS
 CIVIL ENGINEERS, INC.

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 ROSEVILLE, CA. 95661-2944 (916) 773-1189
 (916) 773-1189 FAX: (916) 773-2595

dro	1"=300'	7-21-99	18,131-20
DRAWN BY	SCALE	DATE	JOB NO.

14

EXHIBIT "A-1"
FOR AMENDED DEVELOPMENT AGREEMENT

PORTION OF LOT 54B
CITY OF ROSEVILLE

All that certain real property situate in a portion of Lot 54b, as shown on the "Plat of Regional 65 Centre", as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 54b; thence from said TRUE POINT OF BEGINNING N42°06'38"E a distance of 590.66 feet; thence S48°05'11"E a distance of 106.80 feet; thence S41°35'27"W a distance of 584.69 feet; to a curve which tangent bears N49°33'51"W; thence along said curve to the left having a radius of 2050.00feet through a central angle of 03°08'21" with an arc length of 112.30 feet; subtended by a chord which bears N51°08'02"W for a distance of 112.28 feet to the point of beginning.

Containing 1.47 acres of land, more or less.

END OF DESCRIPTION.

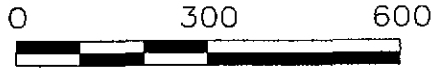
DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100
Roseville, California 95661-2944

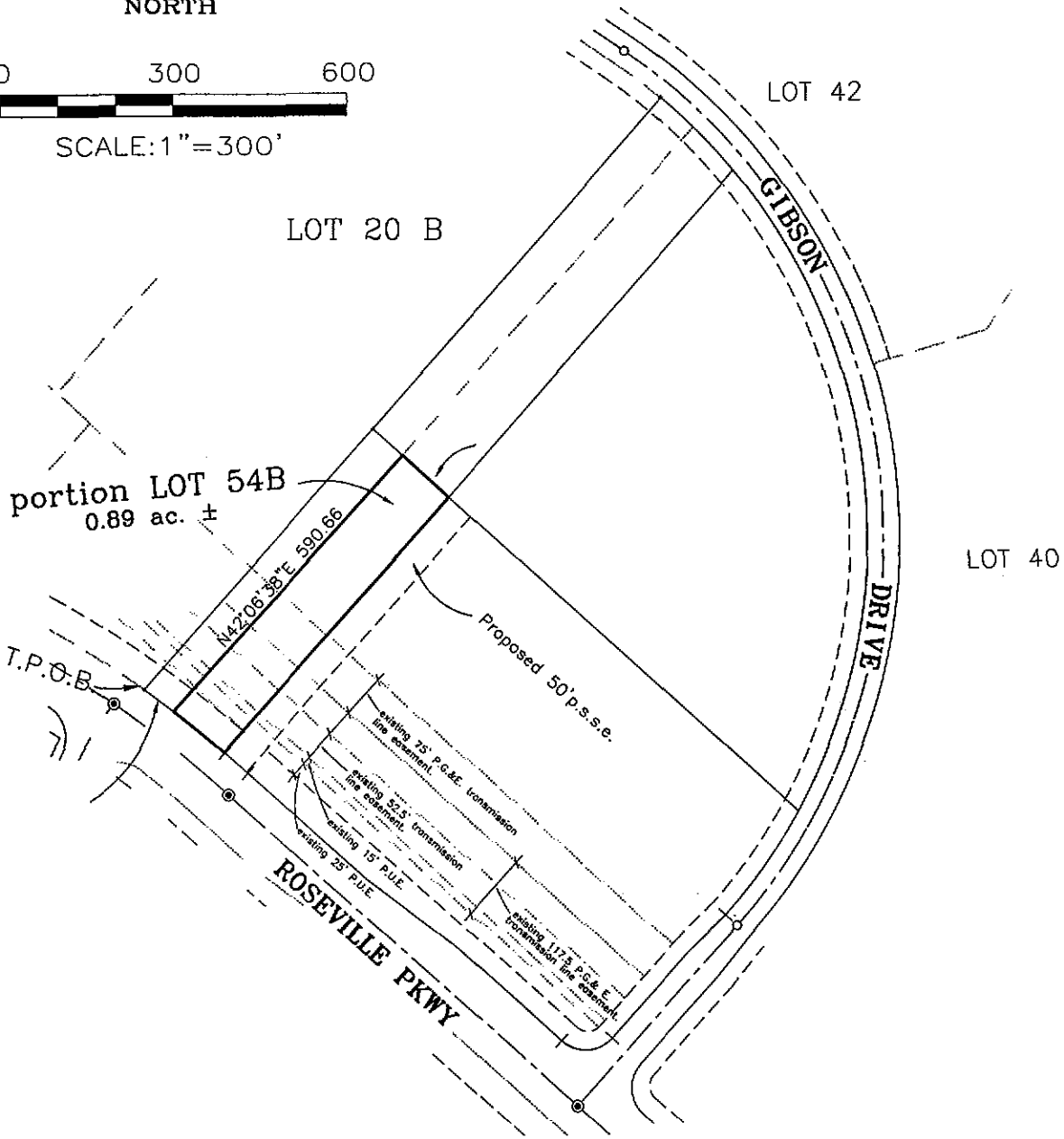
Douglas R. Owyang

Douglas R. Owyang, P.L.S. 6046
License Exp. Date: 6-30-01
Date: June 19, 2000





SCALE: 1" = 300'



Page 43 of 78

EXHIBIT A-2
 Portion of Lot 54b
 Amended Development Agreement
 Roseville, CA

MACKAY & SOMPS
 CIVIL ENGINEERS, INC.

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 ROSEVILLE, CA. 95661-2944 (916) 773-1189
 FAX: (916) 773-2595

dro	1"=300'	7-21-99	18,131-20
DRAWN BY	SCALE	DATE	JOB NO.

ke

EXHIBIT "A-1"
FOR AMENDED DEVELOPMENT AGREEMENT

PORTION OF LOT 56
CITY OF ROSEVILLE

All that certain real property situate in a portion of Lots 56, as shown on the "Plat of Regional 65 Centre", as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 56; thence from said TRUE POINT OF BEGINNING North 41°35'27" East a distance of 584.69 feet; thence South 48°05'11" East a distance of 809.19 feet; to a curve which tangent bears South 28°59'18" West; thence along said curve to the right having a radius of 973.00 feet through a central angle of 12°55'31" with an arc length of 219.50 feet; subtended by a chord which bears South 35°27'04" West for a distance of 219.03 feet; thence South 45°45'18" West a distance of 89.56 feet; thence South 41°54'49" West a distance of 200.00 feet; to a curve to the right having a radius of 62.00 feet through a central angle of 90°00'00" with an arc length of 97.39 feet; subtended by a chord which bears South 86°54'49" West for a distance of 87.68 feet; thence North 48°05'11" West a distance of 245.00 feet; thence North 52°36'01" West a distance of 190.59 feet; thence North 48°05'11" West a distance of 274.66 feet; to a curve to the left having a radius of 2048.84 feet through a central angle of 01°28'45" with an arc length of 52.89 feet; subtended by a chord which bears North 48°49'32" West for a distance of 52.89 feet to the point of beginning.

Containing 10.915 acres of land, more or less.

END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100
Roseville, California 95661-2944

D.R.O.
Douglas R. Owyang, P.L.S. 6046
License Exp. Date: 6-30-07
Date: June 19, 2009

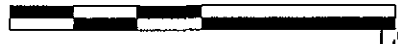


Page 44 of 78



NORTH

0 300 600



SCALE: 1"=300'

LOT 20 B

LOT 42

LOT 40

T.P.O.B.
 R=2050'
 D=01°28'42"
 L=52.89'
 CB=N48°49'32"W
 CD=52.89'
 N48°05'11"W 274.66'

N52°36'01"W 190.59'

N48°05'11"W 245.00'

ROSEVILLE PKWY

Proposed 50' p.s.s.e.
 portion LOT 56
 10.915 ac. ±
 R Maps 24

R=973'
 D=12°55'31"
 L=219.50'

N45°45'18"E 89.56'

N41°54'49"E 200.00'
 R=62'
 D=90°00'00"
 L=97.39'
 CB=N86°54'49"E
 CD=87.68'

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EXHIBIT A-2
 Portion of Lot 56
 Amended Development Agreement
 Roseville, CA

MACKAY & SOMPS
 CIVIL ENGINEERS, INC.
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 ROSEVILLE, CA. 95661-2944 (916) 773-1189
 FAX: (916) 773-2595

dro	1"=300'	7-21-99	18,131-20
DRAWN BY	SCALE	DATE	JOB NO.

18

EXHIBIT "A-1"
FOR AMENDED DEVELOPMENT AGREEMENT
(N.C.R.S.P. PARCEL 20 C)

PORTION OF LOTS 54A and B and Lot 56
CITY OF ROSEVILLE

All that certain real property situate in a portion of Lot 54a and 54b and 56, as shown on the "Plat of Regional 65 Centre", as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the most Northerly corner of said Lot 54a; said point being on a curve; thence from said **TRUE POINT OF BEGINNING** along said curve to the right which tangent bears South 50°27'45" East; thence along said curve to the right having a radius of 973.00 feet through a central angle of 79°27'02" with an arc length of 1349.24 feet; subtended by a chord which bears South 10°44'13" East for a distance of 1243.70 feet; thence North 48°05'11" West a distance of 984.43 feet; thence North 41°35'27" East a distance of 754.53 feet to the point of beginning.

Containing 12.91 acres of land, more or less.

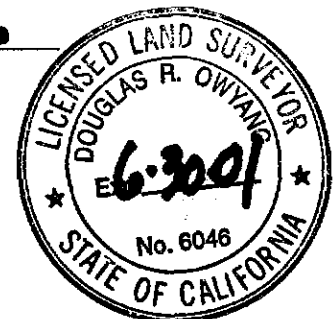
END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100
Roseville, California 95661-2944

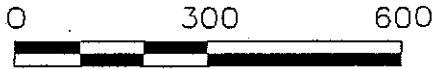
D. R. O.

Douglas R. Owyang, E.L.S. 6046
License Exp. Date: 6-30-01
Date: June 19, 2000

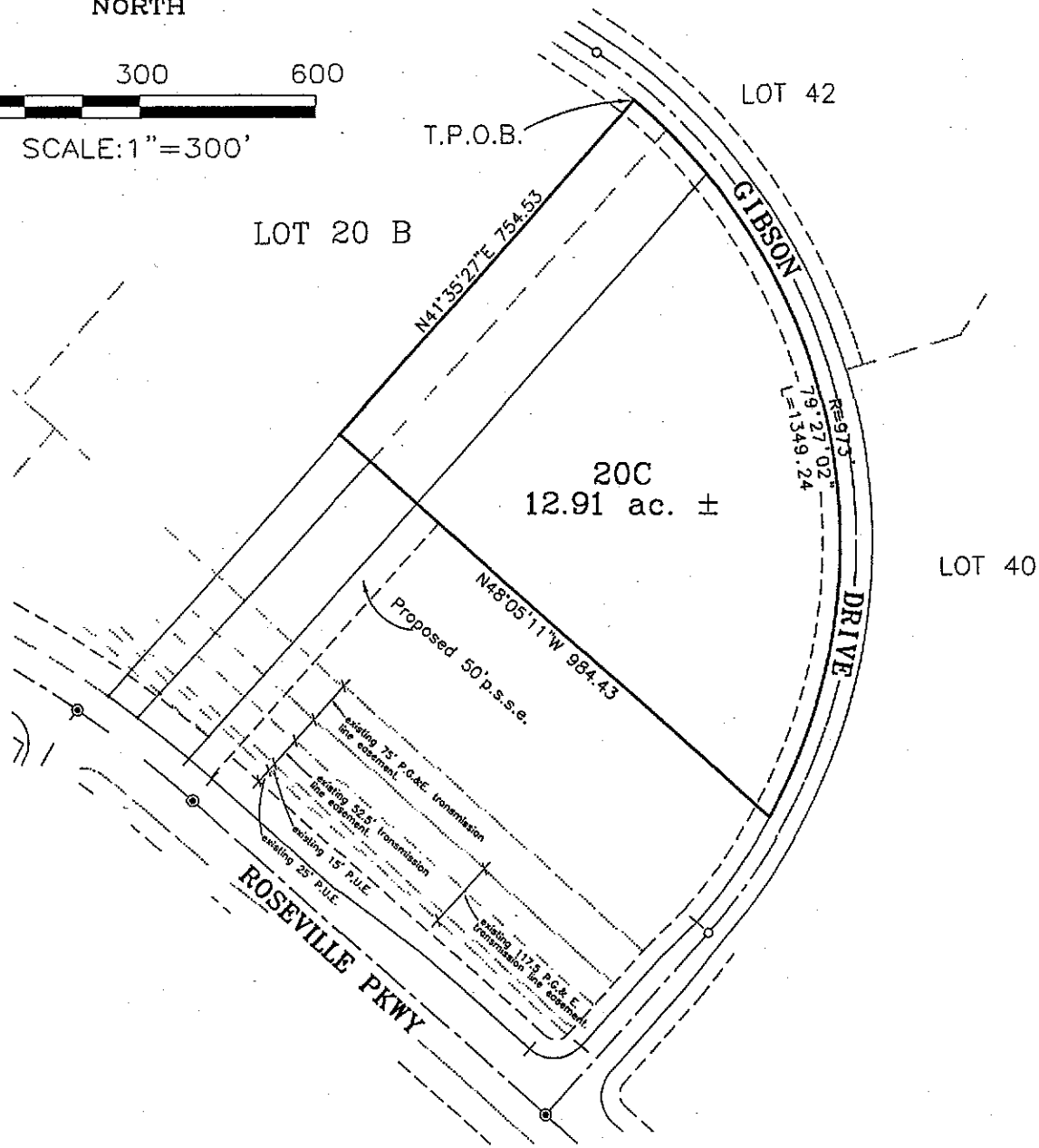




NORTH



SCALE: 1"=300'



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EXHIBIT A-2
 Portion of Lot 54ab and 56(Rmaps24)
 Amended Development Agreement
 Roseville, CA

MACKAY & SOMPS

CIVIL ENGINEERS, INC.
 CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
 ROSEVILLE, CA. 95661-2944 (916) 773-1189
 FAX: (916) 773-2595

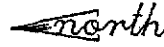
dro	1"=300'	7-21-99	18,131-20
DRAWN BY	SCALE	DATE	JOB NO.

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

Adopted July 5, 1990
Resolution #90-170

MAP AMENDED:

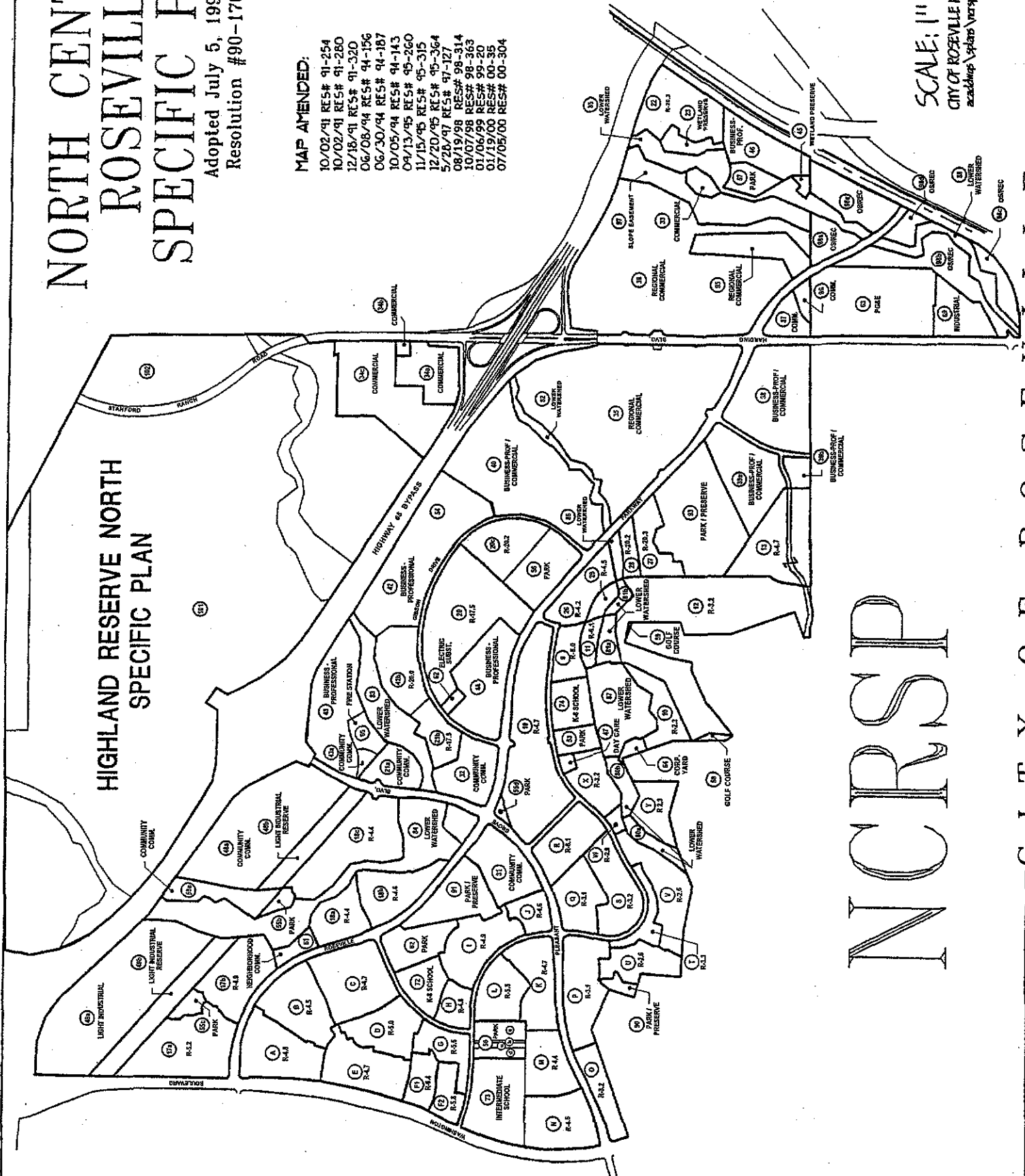
- 10/02/91 RES# 91-254
- 10/02/91 RES# 91-280
- 12/18/91 RES# 91-320
- 06/08/94 RES# 94-156
- 06/30/94 RES# 94-187
- 10/05/94 RES# 94-143
- 09/13/95 RES# 95-260
- 11/15/95 RES# 95-315
- 12/20/95 RES# 95-364
- 5/28/97 RES# 97-127
- 08/19/98 RES# 98-314
- 10/07/98 RES# 98-363
- 01/06/99 RES# 99-20
- 01/19/00 RES# 00-35
- 07/05/00 RES# 00-304



SCALE: 1" = 1750'

CITY OF ROSEVILLE PLANNING DEPARTMENT
a:\z\map\plans\100\sp\dm\07.02.97

8/10/00



HIGHLAND RESERVE NORTH SPECIFIC PLAN

NCRSP

CITY OF ROSEVILLE

EXHIBIT C: TABLE OF LAND USES

Residential				Non-Residential			
Parcel	Land Use	Acres	Units	Parcel	Land Use	Acres	Units
A	R-4.8	16.6	79	21A	COMMUNITY COMMERCIAL	8.66	
B	R-4.5	16.3	73	23	WETLAND PRESERVE	4.50	
C	R-4.7	19.9	94	31	COMMUNITY COMMERCIAL	13.96	
D	R-5.0	12.6	63	32	COMMUNITY COMMERCIAL	11.70	
E	R-4.7	15.5	73	33	COMMERCIAL	2.60	
F1	R-6.4	5.96	38	34A	COMMERCIAL	13.27	
F2	R-5.8	6.09	35	34B	COMMERCIAL	1.16	
G	R-5.6	8.65	48	34C	COMMERCIAL	27.04	
H	R-4.8	6.16	29	35	REGIONAL COMMERCIAL	94.19	
I	R-4.9	15.4	75	36	REGIONAL COMMERCIAL	94.70	
J	R-4.6	5.9	27	37	COMMERCIAL	5.30	
K	R-4.7	14.6	68	38	BUSINESS PROF/COMMERCIAL	29.54	
L	R-5.5	11.1	61	39A	BUSINESS PROF/COMMERCIAL	19.33	
M	R-4.4	10.2	45	39B	BUSINESS PROF/COMMERCIAL	2.98	
N	R-4.6	16.9	78	40	BUSINESS PROF/COMMERCIAL	50.03	
O	R-3.2	7.5	24	41	BUSINESS PROF/COMMERCIAL	3.48	
P	R-3.1	16.3	50	42A	BUSINESS PROFESSIONAL	36.55	
Q	R-3.1	11.5	36	43	BUSINESS PROFESSIONAL	23.25	
R	R-5.5	12.9	71	43A	COMMUNITY COMMERCIAL	0.91	
S	R-3.2	10.5	34	44	BUSINESS PROFESSIONAL	20.44	
T	R-3.3	11.8	39	45	WETLAND PRESERVE	1.10	
U	R-2.6	9.9	26	46	BUSINESS PROFESSIONAL	13.20	
V	R-2.6	15.4	40	47	DAYCARE CENTER	1.09	
W	R-2.9	1.7	5	48A	COMMUNITY COMMERCIAL	39.29	
X	R-3.2	9.6	31	48B	LIGHT INDUSTRIAL RESERVE	8.87	
Y	R-2.3	8.3	19	49A	LIGHT INDUSTRIAL	46.47	
9	R-6.0	6.33	38	49B	LIGHT INDUSTRIAL RESERVE	12.42	
10	R-2.3	8.53	20	50A	PARK	4.50	
11	R-6.1	3.42	21	50B	PARK	0.21	
12	R-3.2	51.02	165	50C	PARK	1.00	
13	R-4.7	19.29	90	50D	PARK	2.25	
17A	R-5.2	23.19	119	52	PARK	10.10	
17B	R-4.9	22.06	106	53	PARK	4.50	
18A	R-4.4	11	48	55A	COMMUNITY COMMERCIAL	9.85	
18B	R-4.6	11.76	53	55B	PARK	2.87	
18C	R-4.4	26.57	116	55C	PARK	2.88	
19	R-4.7	35.48	165	55D	PARK	0.88	
20	R-17.5	34.42	602	56	PARK	13.30	
20C	R-20.0	12.91	258	57	PARK	5.40	
21B	R-17.5	8.56	149	58	GOLF COURSE	0.13	
22	R-20.3	16.75	340	59	GOLF COURSE	0.75	
26	R-4.2	10.86	45	61	NEIGHBORHOOD COMMERCIAL	2.28	
27	R-20.3	8.59	174	62	ELECTRICAL SUBSTATION	1.17	
28	R-20.2	3.58	72	63	PG&E	31.54	
29	R-4.5	2.43	11	64	CORPORATION YARD	1.46	
42B	R-20	15	273	65	FIRE STATION	3.06	
				69	INDUSTRIAL	10.00	
				72	K-6 SCHOOL	8.00	
				73	INTERMEDIATE SCHOOL	18.42	
				74	K-6 SCHOOL	8.00	
				80A	LOWER WATERSHED	3.60	
				80B	LOWER WATERSHED	3.99	
				81A	LOWER WATERSHED	3.83	
				81B	LOWER WATERSHED	1.63	
				82	LOWER WATERSHED	6.13	
				83	LOWER WATERSHED	16.30	
				84	LOWER WATERSHED	37.64	
				85	LOWER WATERSHED	11.90	
				86	LOWER WATERSHED	1.98	
				87	LOWER WATERSHED	18.03	
				88	LOWER WATERSHED	11.80	
				90	PARK/RESERVE	1.81	
				91	PARK/RESERVE	13.67	
				93	PARK/RESERVE	33.05	
				95	REGIONAL COMMERCIAL	11.30	
				96	COMMERCIAL	2.00	
				97	SLOPE EASEMENT	18.10	
				98A	OPEN SPACE/RECREATION	8.50	
				98B	OPEN SPACE/RECREATION	25.60	
				98C	OPEN SPACE/RECREATION	10.50	
				98D	OPEN SPACE/RECREATION	3.60	
				98E	OPEN SPACE/RECREATION	17.30	
					RIGHT OF WAY	95.63	
					TOTAL	1715.46 AC	4126 DU

SANDBERG & LO DUCA
ATTORNEYS AT LAW

MARCUS J. LO DUCA
CRAIG M. SANDBERG

3300 DOUGLAS BOULEVARD, SUITE 365
ROSEVILLE, CA 95661

TEL (916) 774-1636
FAX (916) 774-1646

September 20, 2000

Ms. Elly Allen
Deputy Clerk
City of Roseville
2000 Hilltop Circle
Roseville, CA 95747

Re: Exhibit Pages to the Tenth Amendment to the Development
Agreement with Roseville Properties Investment Partners Ltd.

Dear Elly:

Enclosed please find the exhibits that you requested for the above referenced document (Exhibit A-2 for Parcel 20C; Exhibit B; Exhibit C). Also, I understand the County Clerk-Recorder had a question regarding an exhibit referenced in one provision of the Development Agreement Amendment that is not being amended, Exhibit M. Exhibit M is not being amended by this Development Agreement Amendment, but was the subject of the Fourth Amendment to the Development Agreement, recorded February 9, 1996, as Instrument Number 96-007432. The only exhibits that are the subject of this Development Agreement Amendment are for separate Exhibits A-1 and A-2 (for NCRSP Parcels 54A, 54B, 56 (portion) and 20C), and Exhibits B and C.

I am enclosing a copy of Exhibit M for your information. If either you or the Clerk-Recorder have any questions, please do not hesitate to call.

Very truly yours,

SANDBERG & LO DUCA



Marcus J. Lo Duca

MLD/ek
Enclosures

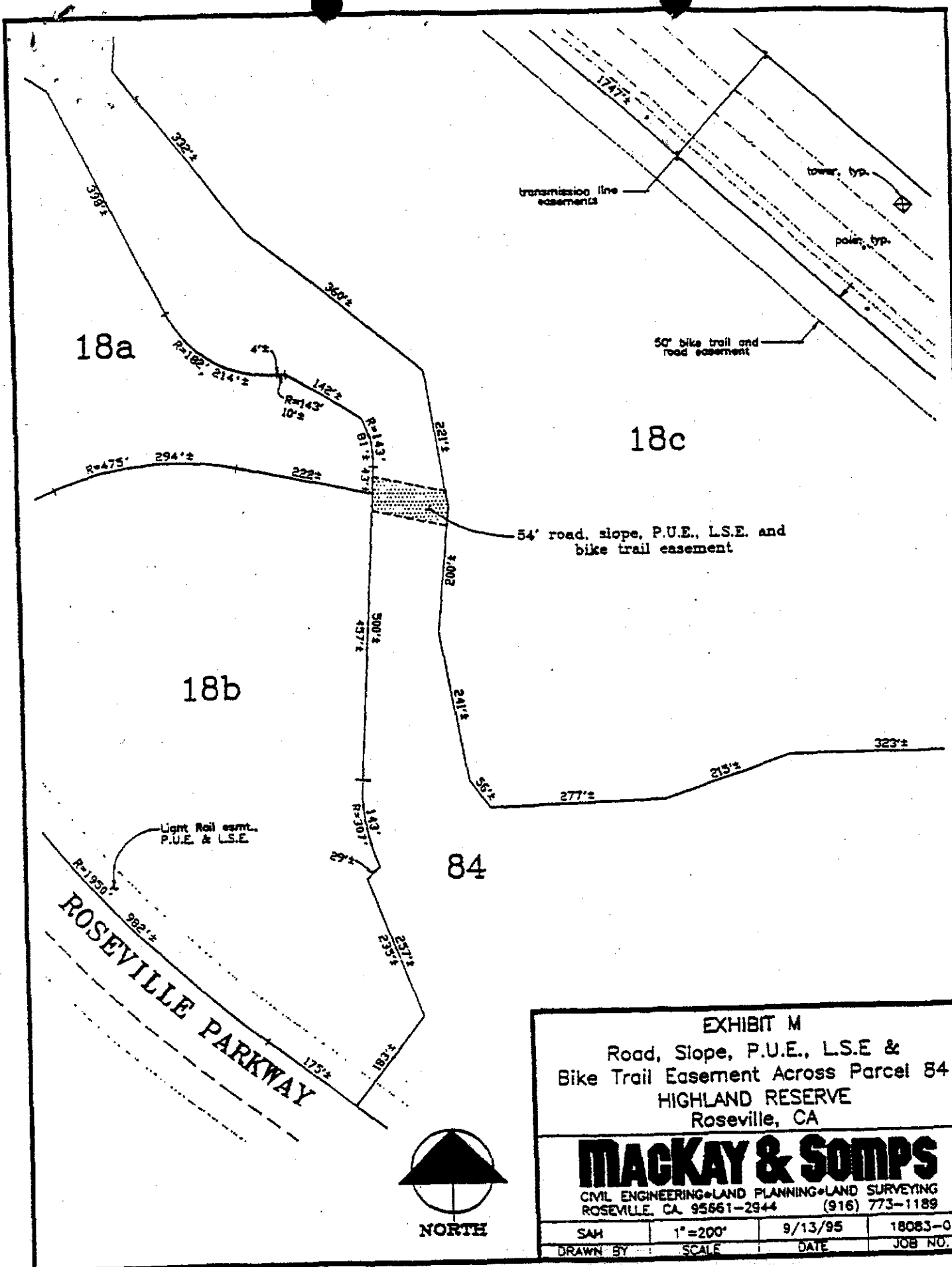


EXHIBIT M

Road, Slope, P.U.E., L.S.E. & Bike Trail Easement Across Parcel 84
HIGHLAND RESERVE
Roseville, CA

MACKAY & SOMPS

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA 95661-2944 (916) 773-1189

SAH	1"=200'	9/13/95	18083-0
DRAWN BY	SCALE	DATE	JOB NO.

26

ORDINANCE NO. 3551

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A TENTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE
RICHLAND IRVINE, INC., 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 Tenth Amendment to Development Agreement with the Richland Irvine, Inc., to alter and clarify provisions in the existing Development Agreement relating to North Central Roseville Specific Plan (Parcels 54a, 54b, 56 (renumbered to parcel 20c)).

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Tenth Amendment to Development Agreement for the North Central Roseville Specific Plan, and makes the following findings:

1. The Tenth 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 Tenth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Tenth Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Tenth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The Tenth Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Ninth Amendment to Development Agreement.

SECTION 3. The Tenth Amendment to Development Agreement by and between the Richland Irvine, Inc. 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 Tenth 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.

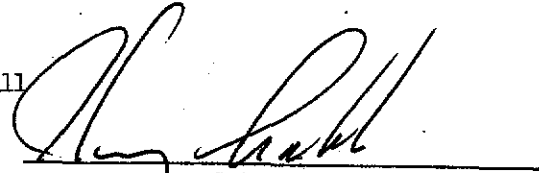
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 19th day of July, 2000, by the following vote on roll call:

AYES COUNCILMEMBERS: Earl Rush, Claudia Gamar, Randolph Graham, Harry Crabb

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Dan Goodhall


MAYOR

ATTEST:


City Clerk

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

ATTEST
City Clerk of the City of Roseville, California

DEPUTY CLERK