Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to: City Clerk City of Roseville 311 Vernon Street Roseville, CA 95678

Exempt from recording fees Pursuant to Govt. Code 27383



PLACER, County Recorder
JIM MCCAULEY
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Friday, JUL 11, 2008 15:15:13
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FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, JOHNSON RANCH INVESTORS AND JOHNSON RANCH DEVELOPERS RELATIVE TO PARCEL 15 IN THE NORTHEAST ROSEVILLE SPECIFIC PLAN



FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, JOHNSON RANCH INVESTORS AND JOHNSON RANCH DEVELOPERS RELATIVE TO PARCEL 15 IN THE NORTHEAST ROSEVILLE SPECIFIC PLAN

(Parcels 8 and 9 of the Stone Point Project, a Portion of NERSP Parcel 15)

THIS FIFTH AMENDMENT to the Development Agreement By and Between the City of Roseville, Johnson Ranch Investors, and Johnson Ranch Developers, Relative To The Northeast Roseville Specific Plan (NERSP), is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City"), and Richland Roseville Ltd., a Florida limited partnership, doing business in California as Richland Roseville, L.P. ("Richland"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California. Richland and its predecessors in interest are hereafter referred to as "Landowner" or "Richland."

RECITALS

- A. The City and Landowner's predecessor in interest entered into a Development Agreement regarding certain property known as the NERSP (the "Development Agreement"), which was approved by the City Council of City on June 5, 1987, and which was recorded on July 6, 1987, in the Official Records of Placer County as Instrument No. 38200.
- The NERSP property subject to this Fifth Amendment (the "Richland Property") is a portion of Parcel 15 in the NERSP and is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference. Richland owns the Richland Property-and represents that all persons holding legal or equitable interests in the Richland Property shall be bound by this Agreement.
- On April 28, 1989, City and Landowner's predecessor in interest, by C. Ordinance No. 2203, entered into the First Amendment of the Development Agreement (the "First Amendment"). The First Amendment was recorded on July 28, 1989, in the Official Records of Placer County as Instrument No. 40253.
- On November 25, 1992, City and Landowner's predecessor in interest, by D. Ordinance No. 2653, entered into the Second Amendment of the Development Agreement (the "Second Amendment"). The Second Amendment was recorded on December 2, 1992, in the Official Records of Placer County as Instrument No. 92-092716.
- E. On December 7, 1994, City and Olympus Pointe One and Five Investors, by Ordinance No. 2830, entered into an amendment of the Development Agreement pertaining to NERSP Parcel 21 (the "Parcel 21 Amendment"). The Parcel 21 Amendment

was recorded on May 19, 1995, in the Official Records of Placer County as Instrument No. 95-025865.

- On May 17, 1995, City and the owners of NERSP parcels 6, 7A, 7B, 7C, 7D, F. 8, 10 and 11, by Ordinance No. 2889, entered into an amendment of the Development Agreement related to business professional designated parcels in the NERSP (the The Business Professional Amendment was "Business Professional Amendment"). recorded in the Official Records of Placer County for the separate parcels as follows: Instrument No. 95-039679, recorded on August 3, 1995 (Parcel 6); Instrument No. 95-039678, recorded on August 3, 1995 (Parcels 7A, 7B, 7C); Instrument No. 95-039680, recorded on August 3, 1995 (Parcel 7D); Instrument No. 95-039677, recorded on August 3, 1995 (Parcel 8); Instrument No. 95-051273, recorded on September 27, 1995 (Parcel 10); and Instrument No. 95-051274, recorded on September 27, 1995 (Parcel 11).
- On October 21, 1998, City and the NERSP Parcel 3 landowners, by G. Ordinance No. 3282, entered into an amendment of the Development Agreement related to NERSP Parcel 3 (the Parcel 3 Amendment). The Parcel 3 Amendment was recorded on April 15, 1999, in the Official Records of Placer County as Instrument No. 99-0033378.
- H. On April 6, 2005, City and Richland, by Ordinance No. 4202, entered into an amendment of the Development Agreement related to a portion of NERSP Parcel 15 (the"Third Amendment"). The Third Amendment was recorded on May 23, 2005, in the Official Records of Placer County as Instrument No. 2005-0065545.
- I. On July 20, 2005, City and the owner of NERSP Parcel 16, by Ordinance No. 4252, entered into an amendment of the Development Agreement related to NERSP The Fourth Amendment was recorded on Parcel 16 (the "Fourth Amendment"). September 2, 2005, in the Official Records of Placer County as Instrument No. 2005-0118314.
- Concurrent with its consideration of the Fifth Amendment, City is processing a General Plan Amendment (Resolution No.08-279), a Specific Plan Amendment (Resolution No. 08-280), a Rezone (Ordinance No. 4660), a Major Project Permit (Stage 1) Modification (MPP-000019), Major Project Permit (Stage 2) (MPP-000020), Stone Point Master Plan Amendment, and a Lot Line Adjustment (LLA-000054), for purposes of revising land use entitlements on the Richland Property. City and Richland wish to enter into this Fifth Amendment in order to provide consistency with these land use approvals.
- K. This Amendment is authorized by Section 1(E) of the Development Agreement and Section 65868 of the Government Code of the State of California.

AGREEMENT

NOW, THEREFORE, CITY AND RICHLAND AGREE AS FOLLOWS:

- 1. Section 1 (B) of the Development Agreement, pages 4 and 5, is superseded and amended by substitution herewith, and section 1 (B), as set forth below, is substituted therefore:
- "1(B). The term of this Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. The term of the Third and Fifth Amendments applicable to the Richland Property shall extend for a period of twenty (20) years after the effective date of the ordinances adopting the Third and Fifth Amendments. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City entitlements on the subject property approved concurrently with or subsequent to the approval of this Agreement, nor shall said termination of the Agreement affect the covenants contained herein in Sections 3 and 4, relating to the obligations of owners of property with respect to landscaping maintenance and the City's enforcement rights as set forth herein and in relevant ordinances."
- 2. Section 1 (G) (3) of the Development Agreement, pages 9 and 10 of 47, is superseded and is amended by substitution herewith, and section 1 (G) (3), as set forth below, is substituted therefore:
 - (3) Research and Development Park: The purpose of this land use category is to provide for a well designed and controlled grouping of administrative offices and research and development laboratories within an area containing high visual and operational amenities. Such development is entitled to, but shall not exceed 1.4025 Million gross square feet of building area and approximately 5,000 employees (full-time equivalent). Rigid development standards are established with respect to setbacks, landscaping, building aesthetics and controls and other design characteristics. The sole use of the site shall be for:
 - (a) Uses primarily engaged in research activities including research and development laboratories;
 - (b) Administrative, business and professional uses related to corporate operations;
 - (c) Cafeterias or auditoriums incidental to a permitted use on the premises;
 - (d) Parking structures when incidental to permitted use;

- (e) Service uses provided and designed primarily for the benefit of on site employees;
 - (f) Indoor sports and recreation related uses; and
 - (g) Lodging services.
- 3. Section 2(A) of the Development Agreement, pages 11 and 12, is superseded and is amended by substitution herewith, and Section 2(A), as set forth below, is substituted therefore:
 - 2(A). Permitted Uses. The permitted uses of said property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, 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 Northeast Roseville Specific Plan and the Schematic Development Plan: provided, however, that the size, configuration, height and location of the buildings shown on the Schematic Development Plan and the size and shape of particular parcels of the subject property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1(F). In addition, the residential yields on the Richland Property may not be realized once detailed development plans are submitted to City.

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

City agrees that land use is granted and grants herewith to the property subject to this Agreement as follows: 85.65 acres, more or less, of Research and Development Park; 204.81 acres, more or less, of Business and Professional Offices; 54.64 acres, more or less, Medical Campus; 161.28 acres, more or less, of Community Commercial; 138.68 acres, more or less, of Regional Commercial; 1,430 dwelling units on 148.97 acres, more or less, for residential use, all as set forth on Exhibits B and C, and Open Space and public uses in the entire Plan Area. The provisions of this Section 2(A) above notwithstanding, 225 original dwelling units shall be held in reserve in the Stone Point Master Plan area (Northeast Roseville Specific Plan Parcel 15) and may in the future be allocated to residentially designated parcels in said Stone Point Master Plan either by action of the City administratively, where the allocation of said units does not cause a Medium Density Residential parcel to become a High Density Residential parcel, or by the City Council, where the allocation of said units does cause a Medium Density Residential parcel to become a High Density Residential parcel.

- Section 2 (G) of the Development Agreement, Page 17, is superseded and is amended by substitution herewith, and Section 2 (G), as set forth below, is substituted therefore:
 - '2(G). Affordable Housing. It is recognized at the time of adoption of the Specific Plan and Development Agreement that the City staff has commenced development of a City-wide Affordable Housing Implementation Program for consideration by the City Council. At the time such program is adopted by the City Council, Richland agrees to be bound by the provisions of such program. Unless and until such program is adopted, residential projects may proceed only if determined by the City Council to be consistent with the Housing Element of the General Plan.
 - Stone Point Affordable Housing. Consistent with the goals and policies contained in City's General Plan, and subject to the provision by Richland of affordable housing as described below and the other terms of this Agreement, Richland shall develop or cause to be developed as affordable housing ten percent (10%) of the total residential units which are actually constructed within its Property (under a breakdown of 2% of total development affordable to middle income households, 4% affordable to low income households, and 4% affordable to very low income households), unless this affordable housing obligation is otherwise satisfied via payment of an in-lieu fee, as set forth below. In accordance with the terms of this Section and subject to adjustment based on actual development, by 2014 Richland shall provide on other property owned by Richland outside of NERSP Parcel 15 up to twenty-three (23) units affordable for rental or purchase to low-income households, and up to twelve (12) units affordable for purchase to middle-income households in accordance with the provisions of Section 2.(G)(2) below. If by January 1, 2014 such low-income and middle-income units have not been located on other property owned by Richland, then Richland's obligation to locate up to twenty-three (23) units affordable for rental or purchase to low-income households and up to twelve (12) units affordable for purchase by middle income households shall be (1) satisfied by payment of an in-lieu fee equaling \$35,000 per low-income unit and \$25,000 per middle-income unit, or (2) said obligation may be extended by mutual agreement of City and Richland, for another term of years, or until an alternative site for such units is located that is mutually agreeable to City and Richland, whichever occurs first. Richland may also chose, at Richland's sole discretion, to address all or a portion of its low and middle income affordable housing obligation through the development of low and/or middle income affordable units within NERSP Parcel 15. Adjustments in Richland's affordable unit obligation based on actual development shall be subject to the approval of the City Manager and/or Housing Programs Manager (collectively, the "Housing Manager'). By way of example, if 400 residential units are developed on

Richland's Property within NERSP Parcel 15, Richland shall have an obligation to develop or cause to be developed 16 units of rental or purchase housing affordable to low income households (400 total units x 4% low income affordable obligation) and 8 units of purchase housing affordable to middle income households (400 total units x 2% middle income affordable obligation). Richland's obligation to provide low income affordable rental and/or purchase units and middle income affordable purchase units in accordance with the requirements of this Section 2(G) shall be personal to Richland, shall not run with the land, and shall survive the termination of this Development Agreement.

In addition, Richland shall provide an in-lieu fee to be used to expand affordable housing opportunities for very low income households in accordance with the provisions of Section 2.(G)(3) below as an alternative to providing up to twenty-three (23) units affordable for rental or purchase to very low income households. Any adjustment based on actual development shall be subject to the approval of the City Manager and/ or Housing Programs Manager (collectively, the "Housing Manager").

The terms 'very low income' shall mean households earning less than fifty percent (50%) of median income, "low-income' shall mean households earning fifty-one percent (51%) to eighty percent (80%) of median income, and "middle income' means households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element and City policy.

- 2.(G)(2) Low and Middle Income Affordable Purchase or Rental Residential Units. Richland agrees that, subject to the provisions of Section 2.(G)(1) above, up to twenty-three (23) single family residential units shall be reserved for participation in the City's low income affordable rental or purchase program and up to twelve (12) single family residential units shall be reserved for participation in the City's middle income affordable purchase program, on other property owned by Richland outside of NERSP Parcel 15. -Richland shall make these low and middle income affordable units available to low income and middle income households, as the case may be, without City subsidy.
 - i) Agreement Required. Prior to the approval of each (if more than one) final residential small lot subdivision map containing affordable purchase units, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement as revised (or other form required by the City) to bring such agreement into conformity with the provisions of this Section 2.(G)(2). Prior to pulling building permits for projects identified with rental units affordable to low-income

households, the parties shall enter into the City's then current form of Affordable Rental Housing Agreement. Specific requirements of the agreements will be determined by the Housing Manager.

Richland agrees to provide all of the low and middle-income affordable units without subsidy from the City.

- In Lieu Affordable Housing Fund. In satisfaction of that portion of Richland's affordable housing obligation not addressed through the reservation of up to twenty-three (23) low-income affordable rental or purchase units and up to twelve (12) middle income affordable purchase units pursuant to Section 2.(G)(2) above, Richland agrees to make provision for up to an additional twenty-three (23) very low income affordable units through an in lieu housing fund in the amount of \$55,000 per unit for a total of up to \$1,265,000. The in-lieu funds shall be generated through a fee of \$2,200 per unit to be paid by each of the up to 575 residential units prior to issuance of a building permit for each unit, though such funds, or any part thereof, may be advance funded by a Community Facilities District or by Richland, at Richland's sole discretion. Richland shall work in good faith with the Housing Manager to identify opportunities for use of the in-lieu fee revenue. The in-lieu fee revenues may be used for any of the following purposes:
 - i. to subsidize the City's low income purchase or rental program;
 - ii. to write down the purchase price of the reserved middle or low income purchase units in the project to a price that is affordable to very low income households; or
 - iii. to otherwise further the goal of expanding housing affordability for very low income households in any location in the City. Any adjustment based on actual development shall be subject to the approval of the City. Any adjustment based on actual development shall be subject to the approval of the Housing Manager.
- (4) Effect of New Legislation. Should new State legislation be enacted that mandates that the City, implement an affordable housing production standard that differs from the affordable housing obligations set forth in this Agreement, Richland shall be obligated to comply with such mandated standard provided that (i) such standard is implemented City-wide; and (ii) such standard is not applied retroactively to residential units already constructed in the project.

5. Section 3(E) of the Development Agreement, page 36, is superseded and is amended by substitution herewith, and Section 3(E)(1), as set forth below, is substituted therefore. In addition, new section 3(E)(20) is added to the Development Agreement:

"3(E). Additional Landowner Obligations for the Richland Property.

Landowner for the Richland Property shall be subject to additional obligations as follows:

- (1) Parks and Open Space. Landowner is required to meet the park dedication requirement of 9 acres per 1000 population which equates to 8.00 acres total, divided among active neighborhood, city wide and open space parkland. Landowner shall meet these park obligations through land dedication and in-lieu fees. Landowner shall pay an in-lieu fee for the 2.67 acres of city-wide parkland dedication as set forth in Section (1) (a) below.
- (a) <u>Parkland Dedications</u>. Landowner is required to dedicate the equivalent of 2.67 acres each of open space, neighborhood and city wide parkland as part of its 8.00 acre obligation.
- (a) (i) Neighborhood Parkland Dedication. In accordance with the parkland dedication requirement for the Property, in addition to the funds to be provided and accumulated by the collection of the neighborhood park fees paid pursuant to this Agreement, Landowner shall dedicate 1.95 acres, plus receive 2.0 acres of credit for Piches Park located on a portion of NERSP Parcel 15, and dedicate an overlook to Miners Ravine satisfying in full the Property's neighborhood parkland dedication requirement. If the precise location of the overlook is not finally established at the time of approval of the Third Amendment, said location may be relocated by mutual agreement of City and Landowner without the need to amend the Third Amendment or any other land use entitlements associated with the Richland Property.
- (a) (ii) <u>City Wide Parkland Dedication</u>. The parties further acknowledge and agree that Landowner shall pay a City Wide in-lieu park fee to satisfy Landowner's City-wide park dedication requirement of 2.67 acres. This equates to 667,500, with a per unit fee of \$1,907.14 payable upon issuance of each residential building permit. Should any of the 225 residential units held in reserve be utilized on the Richland Property, the City Wide parkland dedication shall be adjusted accordingly to accommodate the additional units, which shall be obligated to pay the per unit in-lieu fee set forth above.

- (a) (iii) Neighborhood and City-Wide Park Fees. Each unit within the project will be subject to paying the current established City-Wide Park Fee, which is initially \$1,674.00 per residential unit with a credit for parkland dedication of \$521.00 per residential unit, for a net Citywide park fee of \$1,153.00 per residential unit. The neighborhood park fee is \$1,043.47 per residential unit. Fees are subject to annual inflationary adjustment on July 1, and are based on the Construction Cost Index ('CCI'). The rezoning of a portion of Parcel 15 from High Density Residential to Community Commercial causes a loss of Neighborhood Park fee revenue of \$255,825. This shortfall of Neighborhood Park fee revenue, as adjusted annually on July 1 to reflect any increase in the "CCI, shall be satisfied through collection of special taxes by City on properties subject to the existing Stone Point Community Facilities District No. 1. To the extent the units lost by the aforementioned rezoning are otherwise developed in the Stone Point Master Plan, such Neighborhood Park fee revenue generated by construction of said units shall serve to reduce the special taxes collected by City by the amount of Neighborhood Park fees so generated by said units.
- (a) (iv) Open Space Dedication. The parties still further acknowledge and agree that the Open Space Component of Landowner's parkland dedication requirement is satisfied in full by Landowner's dedication of 25.94 acres of open space (Stone Point Parcel 19) to City. Stone Point Parcel 19 shall be dedicated to City by the then owner(s) of Stone Point Parcels 12 and 13 at the time the first of those two parcels commences development.
- (a) (v) Entire Park Land Obligation. The City agrees that the commitments contained herein satisfy the General Plan park obligations for the dedication of neighborhood/community and City-wide parks and open space related to development of the Property.
- (20) Hospitality Fee for Parcel 9 and Survival of Obligations. The Parcel 9 applicant or its successor(s) voluntarily covenants and agrees to collect an amount equal to 5% of the daily room rental revenue (the "Hospitality Fee") to be calculated on the same basis as the City's Transient Occupancy Tax (TOT), and shall forward the collection of the Hospitality Fee to the City on a monthly basis. This amount is additive to the City's existing TOT. Collection of the Hospitality Fee shall commence upon receipt of a certificate of occupancy from City for the hotel located on Parcel 9. The Hospitality Fee shall remain in effect in perpetuity, unless agreed otherwise by the parties.

In the event that additional rooms are added to the Parcel 9 project or should a room expansion occur in the future, the Parcel 9 applicant or its successor(s) will provide the Hospitality Fee to the City for all such additional rooms. This amount is additive to the City's existing TOT. In the event that the City's TOT is increased on a City-wide basis, the Hospitality Fee shall be reduced by the same percentage by which the City TOT has been increased.

Notwithstanding any other provision of the Development Agreement, the obligations under this sub-section shall survive the lapse and/or termination of the Development Agreement.

- 6. The property subject to this Fifth Amendment is and shall be Parcels 8 and 9 of the Stone Point Master Plan (a portion of Parcel 15 of the NERSP), as described in Exhibit A-1 and as shown on Exhibit A-2, and no other property. With respect to land subject to the Development Agreement which is not part of the property subject to this Fifth 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 the Development Agreement.
- 7. All entitlements granted to Landowner pursuant to this Fifth Amendment (including but not limited to commercial development area or square footage, capacity or intensity), pertain only to the Richland Property, shall run with the land, are not transferable to any other property and shall not give rise to any other development rights. This Fifth Amendment shall not be construed to imply that any unused development capacity or intensity can be or shall be transferable to the Richland Property from any other property previously developed under the Development Agreement.
- 8. All provisions of the Development Agreement not otherwise inconsistent with this Fifth 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 Fifth Amendment and the readoption and ratification are consistent with the Roseville General Plan, the NERSP, adopted on April 8, 1987, and the EIR certified by the City of Roseville on March 11, 1987.

Approved an	d adopted pursuant to Ordinance No. 4661 , this _	4th	day of	
June , 2008.			-	

CITY OF ROSEVILLE A municipal corporation RICHLAND ROSEVILLE, LTD., a Florida Limited Partnership, doing business in California as Richland Roseville, L.P.

W. CRAIG ROBINSON

City Manager

ATTEST:

SONIA OROZCO

City Clerk

By: Richland Communities, Inc., a

Florida Corporation,

General Partner

By: Name:

APPROVED AS TO FORM:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California County of <u>Placer</u> On <u>July 8, 2008</u> before me, <u>July</u> personally appeared <u>W. Craig Ro</u>	dy Moore, Notary Public Here Insert Name and Title officer Deinson Name(s) of Signer(s)	, ,		
JUDY MOORE Commission # 1696452 Notary Public - California Placer County My Comm. Expires Sep 28, 2010	who proved to me on the basis of satisfactory of be the person(s) whose name(s) is/are subscrivithin instrument and acknowledged to he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatur instrument the person(s), or the entity upon which the person(s) acted, executed the instruction of the State of California that the foregoing patrue and correct.	ribed to the me that authorized re(s) on the behalf of ument.		
	WITNESS my hand and official seal.			
Płace Notary Seal Above	Signature July More Signature of Notary Public			
Though the information below is not required by law, it	TONAL t may prove valuable to persons relying on the document eattachment of this form to another document.			
Description of Attached Document				
Title or Type of Document: 5 4n Amendmen	t to Development agreement	NERSA		
Title or Type of Document: 5 th Amendment Document Date:	Number of Pages: 180	15 De mes		
Signer(s) Other Than Named Above:		-3		
Capacity(ies) Claimed by Signer(s)				
Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:			
Signer is Representing:	Signer Is Representing:			

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State of California

County of Placer

On 15th day of May, 2008 before me, Kira Griffith a Notary Public, personally appeared Stephen Thurtle, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Name: Kira Griffith

(typed or printed)

KIRA GRIFFITH
COMM. #1763442
NOTARY PUBLIC • CALIFORNIA
PLACER COUNTY
COMM. Exp. SEPT. 22, 2011

(Seal)

EXHIBIT "A-1"

RESULTANT LOT 8

A portion of Lot 8 as shown on that Map entitled "Final Map for Stone Point II, Subdivision No. 04-22", filed for record in Book "AA" of Maps, Page 77, and Certificate of Correction Document No. 2007-0034502, Placer County Records, situated in Section 36, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, described as follows:

BEGINNING AT A POINT on the southerly boundary of said Lot 8, from which, the southernmost corner of said Lot 8 bears 272.27 feet along the arc of a 600.00-foot radius curve right, having a radius point bearing South 17°14'42" West, through a central angle of 26°00'00", with a chord bearing South 59°45'18" East, 269.94 feet;

Thence, from said POINT OF BEGINNING, leaving said southerly boundary, along the following four (4) consecutive courses:

- 1. North 45°08'43" East, 283.58 feet;
- 2. North 22°43'08" West, 38.88 feet;
- 3. 77.36 feet along the arc of a 130.00-foot radius tangent curve right, through a central angle of 34°05'49", with a chord bearing North 05°40'14" West, 76.23 feet; and
- 4. North 11°22'41" East, 15.98 feet to a point on the northerly boundary of said Lot 8;

Thence, along the northerly, westerly and southerly boundaries of said Lot 8, the following twelve (12) consecutive courses:

- 1. 139.10 feet along the arc of a 556.00-foot radius non tangent curve right, having a radius point bearing North 11°22'41" East, through a central angle of 14°20'04", with a chord bearing North 71°27'17" West, 138.74 feet:
- 2. North 52°03'25" West, 64.37 feet;
- 3. North 57°40'22" West, 69.42 feet;
- 4. 48.69 feet along the arc of a 31.00-foot radius tangent curve left, through a central angle of 90°00'00", with a chord bearing South 77°19'38" West, 43.84 feet;
- 5. South 32°19'38" West, 169.00 feet:
- 6. South 37°05'27" West, 120.42 feet;
- 7. South 32°19'38" West, 182.34 feet:
- 8. South 58°03'30" East, 76.14 feet;
- 9. 49.49 feet along the arc of a 150.00-foot radius tangent curve right, through a central angle of 18°54'08", with a chord bearing South 48°36'26" East, 49.26 feet;
- 10. North 50°50'38" East, 9.57 feet;
- 11. 162.03 feet along the arc of a 200.00-foot radius tangent curve right, through a central angle of 46°25'05", with a chord bearing North 74°03'11" East, 157.63 feet; and

12. 104.54 feet along the arc of a 600.00-foot radius tangent curve right, through a central angle of 09°58'59", with a chord bearing South 77°44'48" East, 104.41 feet to the POINT OF BEGINNING.

Containing 3.51 acres, more or less.

End of Description

Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100, Roseville, CA 95661

David W Kopp, PLS 4533 License Expiration Date: 12-31-08

Date: 5/12/2008

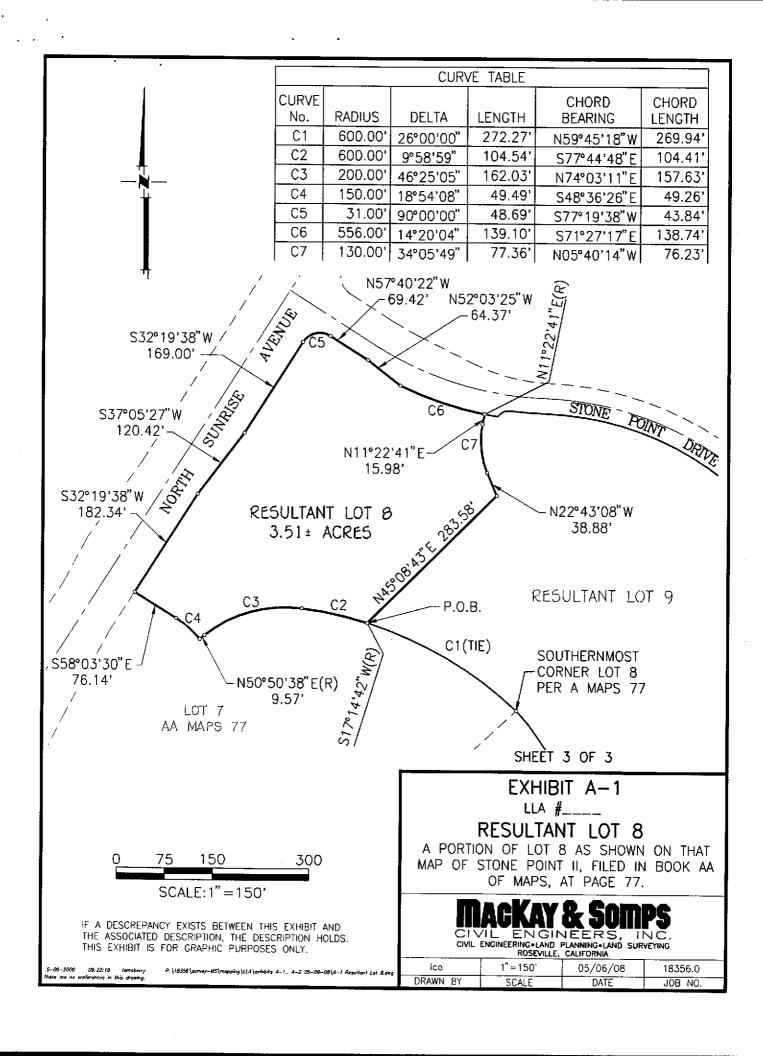


EXHIBIT "A-2"

RESULTANT LOT 9

Lot 9 and a portion of Lot 8 as shown on that Map entitled "Final Map for Stone Point II, Subdivision No. 04-22", filed for record in Book "AA" of Maps, Page 77, and Certificate of Correction Document No. 2007-0034502, Placer County Records, situated in Section 36, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, described as follows:

BEGINNING AT A POINT on the southerly boundary of said Lot 8 from which, the southernmost corner of said Lot 8 bears 272.27 feet along the arc of a 600.00-foot radius curve right, having a radius point bearing South 17°14'42" West, through a central angle of 26°00'00", with a chord bearing South 59°45'18" East, 269.94 feet;

Thence, from said POINT OF BEGINNING, leaving said southerly boundary, along the following four (4) consecutive courses:

- 1. North 45°08'43" East, 283,58 feet:
- 2. North 22°43'08" West, 38.88 feet;
- 3. 77.36 feet along the arc of a 130.00-foot radius tangent curve right, through a central angle of 34°05'49", with a chord bearing North 05°40'14" West, 76.23 feet; and
- 4. North 11°22'41" East, 15.98 feet to a point on the northerly boundary of said Lot 8;

Thence, along the northerly boundary said Lot 8 the following four (4) consecutive courses:

- 1. 20.80 feet along the arc of a 556.00-foot radius non tangent curve left, having a radius point bearing North 11°22'41" East, through a central angle of 02°08'35", with a chord bearing South 79°41'37" East, 20.80 feet;
- 2. 22.86 feet along the arc of a 20.00-foot radius non tangent curve right, having a radius point bearing South 58°07'41" East, through a central angle of 65°29'15", with a chord bearing North 64°36'56" East, 21.64 feet:
- 3. 54.49 feet along the arc of a 544.00-foot radius tangent curve left, through a central angle of 05°44'22", with a chord bearing South 85°30'38" East, 54.47 feet; and
- 4. 335.09 feet along the arc of a 476.00-foot radius tangent curve right, through a central angle of 40°20'03", with a chord bearing South 68°12'47" East, 328.21 feet to the northernmost corner of said Lot 9;

Thence along the easterly, southerly and westerly boundaries of said Lot 9, the following eight (8) consecutive courses:

- 1. 349.99 feet along the arc of a 476.00-foot radius tangent curve right, through a central angle of 42°07'42", with a chord bearing South 26°58'54" East, 342.16 feet;
- 2. 203.30 feet along the arc of a 524.00-foot radius tangent curve left, through a central angle of 22°13'47", with a chord bearing South 17°01'57" East, 202.03 feet;
- 3. South 67°39'36" West, 80.09 feet;
- 4. 364.65 feet along the arc of a 900.00-foot radius tangent curve left, through a central angle of 23°12'53", with a chord bearing South 56°03'10" West, 362.17 feet;
- 5. South 44°26'43" West, 26.12 feet;

- 6. 128.53 feet along the arc of a 200.00-foot radius non tangent curve right, having a radius point bearing North 44°26'43" East, through a central angle of 36°49'21", with a chord bearing North 27°08'36" West, 126.33 feet;
- 7. North 08°43'56" West, 95.88 feet; and
- 8. 225.07 feet along the arc of a 375.00-foot radius tangent curve left, through a central angle of 34°23'16", with a chord bearing North 25°55'34" West, 221.71 feet to the southermost comer of said Lot 8;

Thence along the southwesterly boundary of said Lot 8, 272.27 feet along the arc of a 600.00-foot radius non tangent curve left, having a radius point bearing South 43°14'42" West, through a central angle of 26°00'00", with a chord bearing North 59°45'18" West, 269.94 feet to the POINT OF BEGINNING.

Containing 8.29 acres, more or less.

End of Description

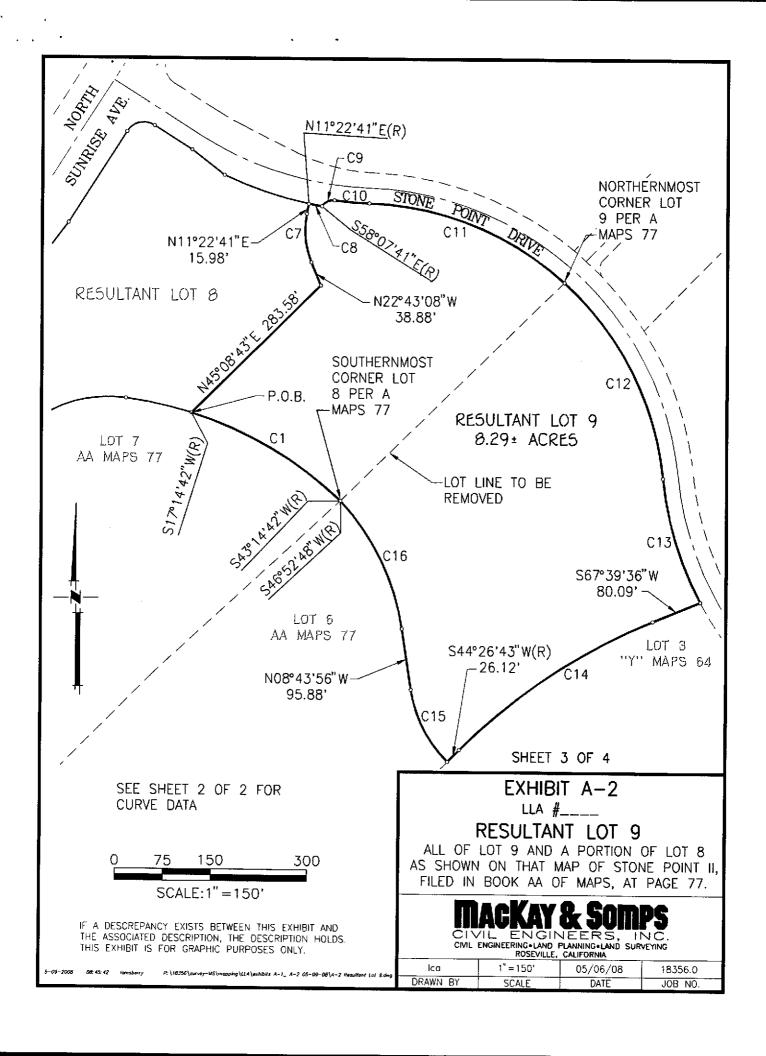
Description prepared by:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100, Roseville, CA 95661

David W Kopp, PLS 4533 License Expiration Date: 12-31-08

Date: 5/12/2008



CURVE TABLE								
CURVE No.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH			
C1	600.00'	26°00'00"	272.27'	N59°45'18"W	269.94			
C7	130.00'	34°05'49"	77.36'	S05°40'14"E	76.23'			
C8	556.00°	2°08'35"	20.80'	S79°41'37"E	20.80'			
C9	20.00'	65°29'14"	22.86'	N64°36'56"E	21.64'			
C10	544.00'	5°44'21"	54.49'	S85°30'38"E	54.47'			
C11	476.00'	40°20'03"	335.09'	S68°12'47"E	328.21'			
C12	476.00	42°07'42"	349.99	S26°58'54"E	342.16			
C13	524.00'	22"13'47"	203.30'	S17°01'57"E	202.03'			
C14	900.00'	23º12'53"	364.65'	556°03'10"W	362.17			
C15	200.00'	36º49'21"	128.53'	N27°08'36"W	126.33'			
C16	375.00'	34°23'16"	225.07'	N25°55'34"W	221.71'			

SHEET 4 OF 4

EXHIBIT A-2

LLA #____

RESULTANT LOT 9

ALL OF LOT 9 AND A PORTION OF LOT 8 AS SHOWN ON THAT MAP OF STONE POINT II, FILED IN BOOK AA OF MAPS, AT PAGE 77.

MACKAY & SOMPS CIVIL ENGINEERS, INC. CIML ENGINEERING LAND PLANNING LAND SURVEYING ROSEVILLE, CALIFORNIA

N/A Ica 05/06/08 18356.0 DRAWN BY SCALE DATE JOB NO.

IF A DESCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

5-09-2008 08:45:42 (amsberry There are no well-rences in this drawing.

P: \18356\survey-W3\mapping\LLA\exhibits A=1_ A=2 05-09-08\4-2 Resultant Lot 9.dwg

ORDINANCE NO. 4661

ADOPTING A FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, JOHNSON RANCH INVESTORS AND JOHNSON RANCH DEVELOPERS RELATIVE TO PARCEL 15 IN THE NORTHEAST 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 a Fifth Amendment to Development Agreement by and between the City of Roseville, Johnson Ranch Investors and Johnson Ranch Developers with the Richland Roseville Ltd., to alter and clarify provisions in the existing Development Agreement relating to Parcel 15 in the Northeast Roseville Specific Plan (Parcels 8 and 9 of the Stone Point Project, a Portion of NERSP Parcel 15).

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

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

SECTION 3. The Fifth Amendment to Development Agreement by and between the Richland Roseville Ltd. 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 the Fifth Amendment to Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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

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 4th day of June, 2008, by the following vote on roll call:

AYES

COUNCILMEMBERS: Allard, Roccucci, Garcia, Gray

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

Garbolino

ATTEST:

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

City Clerk of the City of Roseville, California