

Exempt from recording
fees pursuant to
Government Code 27383

PLACER, County Recorder
JIM MCCAULEY Co Recorder Office

Recording Requested by
City of Roseville

DOC - 99-0020246
Friday, MAR 05, 1999 11:09:12
NOC \$0.00
Ttl Pd \$0.00

Nbr-0000157642
REC/R2/1-23

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street, Office #208
Roseville, CA 95678

Title: Seventh 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

General Plan

CF: 0401-03-09

Land Use Element/Amendment

*North Central Area Specific Plan
Section # 13*

Copies of doc in; Richard Irvine Jan 1999

FILED

1999

CITY OF ROSEVILLE
BY *[Signature]*

REC'D, DEPT. OF PUBLIC WORKS

SEVENTH 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

November 1998
(Parcels 21B and 42B)

THIS SEVENTH 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 Richland Irvine, Inc., a Florida corporation ("Richland"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. The City and Richland'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 on 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 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. 99-20245.

H. Concurrent with its consideration of this Seventh Amendment, City is processing a General Plan Amendment (Resolution No. 98-362), a Specific Plan Amendment (Resolution No. 98-363), a Rezone (Ordinance No. 3281), and a Lot Line Adjustment for purposes that include increasing the number of dwelling units allocated to Parcel 21B from 119 to 149 units, shifting the common boundary between Parcels 42B and 42 so as to expand the area of Parcel 42B from 10.96± to 15.0± acres, and changing the land use designation of the reconfigured Parcel 42B from Business Professional to Attached Housing with an allocation of 300 dwelling units. City and Richland wish to enter into this Seventh Amendment in order to provide consistency with the land use approvals and effectuate the purposes described above.

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

J. The property subject to this Amendment, North Central Roseville Specific Plan ("NCRSP") Parcels 21B and 42B (the "Rezone Property"), is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference. The Rezone Property is owned by Richland.

AGREEMENT

NOW, THEREFORE, City and Richland 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. (Amended 11/98), 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 20, 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 by substitution herewith and Section 2.A.1. (Amended 11/98), 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 set 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: 85.0 acres, more or less, of Business and Professional land use; 34.4 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; 84.2 acres of light industrial land use; 1.09 acres of day care use; and 3,244 dwelling units for residential use, all as set forth on Exhibits B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or the Zoning Ordinance of the City of Roseville, as such Plan or 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. (Amended 11/98), as set forth below is substituted therefore:

2.C.1.a. Landowner agrees that sites for two hundred sixty-six (266) 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 eight 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 of 53, is superseded and is amended by substitution herewith and Section 2.C.1.b. (Amended 11/98), 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 21B	Thirty (30) units
Parcel 27	Seventeen (17) units
Parcel 28	Seventy-two (72) units
Parcel 42B	Twenty-seven (27) units

5. The Development Agreement, page 28 of 53, is amended herewith to add new Section 3.8.B. (Amended 11/98), as set forth below:

3.B.8. Pooled Unit Transfer Fee. The City's approval of the allocation of 300 multi-family units to Parcel 42B and of 30 additional multi-family units to Parcel 21B makes use of pooled units available for transfer from the Northeast Roseville Specific Plan. In acknowledgement that these pooled units have unmet Neighborhood Park Fee obligations, Landowner or Landowner's successors in interest shall pay a pooled unit transfer fee of \$541.00 per transferred unit (the "Pooled Unit Transfer Fee"). Payment of the Pooled Unit Transfer Fee shall be made for each of the first 30 units developed on Parcel 21B prior to issuance of the first building permit for development of Parcel 21B. If Parcel 42B is developed in a single phase, payment of the Pooled Unit Transfer Fee shall be made commensurate with the number of units to be developed on Parcel 42B prior to issuance of a building permit for such development. If Parcel 42B is developed in multiple phases pursuant to an approved Design Review Permit, payment of the Pooled Unit Transfer Fee shall be made commensurate with the number of units to be developed in each phase prior to the issuance of a building permit for each such phase. In the event no building permit is issued for either Parcel 42B or Parcel 21B within three years following the effective date of this Seventh Amendment, the sum of \$162,300 (300

units x \$541) shall become due and payable by the then owner of Parcel 42B and/or the sum of \$16,230 (30 units x \$541) shall become due and payable by the then owner of Parcel 21B. In the event Parcel 42B is developed in multiple phases pursuant to an approved Design Review Permit, payment of the Pooled Unit Transfer Fee shall become due and payable by the then Owner of Parcel 42B commensurate with the number of units to be developed in each phase for which a building permit has not been issued within three (3) years following the effective date of this Seventh Amendment. The Pooled Unit Transfer Fee shall be adjusted annually for inflation in the same manner as the City's Neighborhood Park Fee is adjusted. The Pooled Unit Transfer Fees collected by the City pursuant to this Section 3.B.8. shall be allocated to the Northeast Roseville Specific Plan neighborhood park fund.

6. 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. (Amended 11/98), 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 1A, 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

7. 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. (Amended 11/98), 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 340 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 540 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.

8. The prior Section 3.F.5.g. of the Development Agreement, page 37 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.g. (Amended 11/98), as set forth below is substituted therefore:

1.E.7. The fees to be levied pursuant to Section 1.E.3(iii) upon Parcels 17A, 17B, 18A, 18B, 18C, 19 and 26 shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the Consumer Price - All Cities Index issued by the United States Department of Labor using the first week of January 1995 as base 100. The fees to be levied pursuant to Section 1.E.3 (v) upon Parcel 42B shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the Consumer Price - All Cities Index issued by the United States Department of Labor using the first week of January 1999 as base 100. All other fees for which provision is made by this Section 1.E. shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the Consumer Price - All Cities Index issued by the United States Department of Labor using the first week of January 1990 as base 100.

9. 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 (Schematic Development Plan -- 11/98), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

10. 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 (Table of Land Uses -- 11/98), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

11. The prior Exhibit A-1 (Highland Reserve Parcel 42B Property Description), page 75 of 76, is superseded and amended by substitution herewith and Exhibit A-1 (Highland Reserve Parcel 42B Property Description), page 75 of 76, attached hereto and incorporated by reference, is substituted therefore.

12. The prior Exhibit A-2 (Highland Reserve Parcel 42B Property Delineation), page 75 of 76, is superseded and amended by substitution herewith and Exhibit A-2 (Highland Reserve Parcel 42B Property Delineation), page 75 of 76, attached hereto and incorporated by reference, is substituted therefore.

13. The property subject to this Seventh Amendment is and shall be Parcels 21B and 42B of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Seventh Amendment shall apply to such parcels as their interests appear. With respect to land subject to the Development Agreement which is not part of the property subject to this Seventh 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).

14. All provisions of the Development Agreement not otherwise inconsistent with this 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 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. 3280, this 4th day of November, 1998.

CITY:

RICHLAND:

CITY OF ROSEVILLE,
a municipal corporation

RICHLAND IRVINE, INC.,
a Florida corporation

By: *Allen E. Johnson*
Allen E. Johnson
City Manager

By: *Daniel B. Green*
Its: Daniel B. Green, V.P.

By: *[Signature]*
Its: Stephen T. [Signature]
VICE PRESIDENT

APPROVED AS TO FORM:

[Signature]
Mark J. Doane
City Attorney

ATTEST:

Carolyn Parkinson
Carolyn Parkinson
City Clerk

STATE OF CALIFORNIA)
) : ss.
COUNTY OF PLACER)

On this 31 day of December in the year of 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen F. 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 7th Amendment to Development Agmt. NCRSP-RRIP
Date of Document 12.31.98

Acknowledgment - All Purpose

1802-100-001-100

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Florida

County of Hillsborough

On November 3 1998 before me, Michelle M. Hacek, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Daniel B. Green
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.

Michelle M. Hacek
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

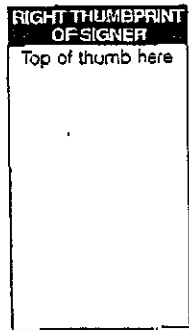
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On 7/4/07 before me, Marci M. Abbott, Notary Public

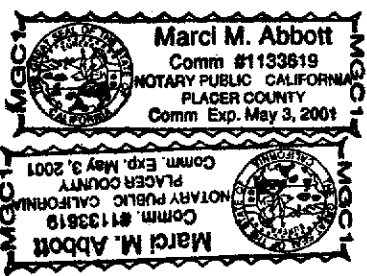
Date Name and Title of Officer (e.g., "Jané Doe, Notary Public")

personally appeared Stephen Thistle

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.

Marci M. Abbott
Signature of Notary Public

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: _____

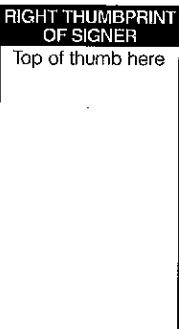
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

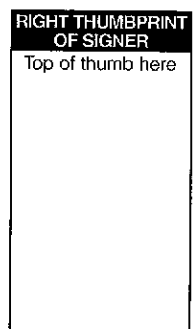
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

EXHIBIT "A-1 "

LOT 21 b
HIGHLAND RESERVE PHASE VIII

All that certain real property situate in a portion of Section 23 and 26, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and as shown on Highland Reserve Phase VIII as filed for Record in Book "U" of Maps at Page 50 of the Official Records of Placer County and being more particularly described as follows:

Lot 21b as shown on that certain Final Map known as Highland Reserve Phase No. VIII LARGE Lot Subdivision as filed in Book U of Maps at Page 50, Placer County Records.

See Exhibit "A-2" attached hereto and made a part hereof.

END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS; INC.

1376 Lead Hill; Suite 150
Roseville; California 95661-2944

D.R.O.
Douglas R. Owyang; F.L.S. 6046
License Exp. Date: 6-30-07
November 03, 1998





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SCALE: 1" = 200'

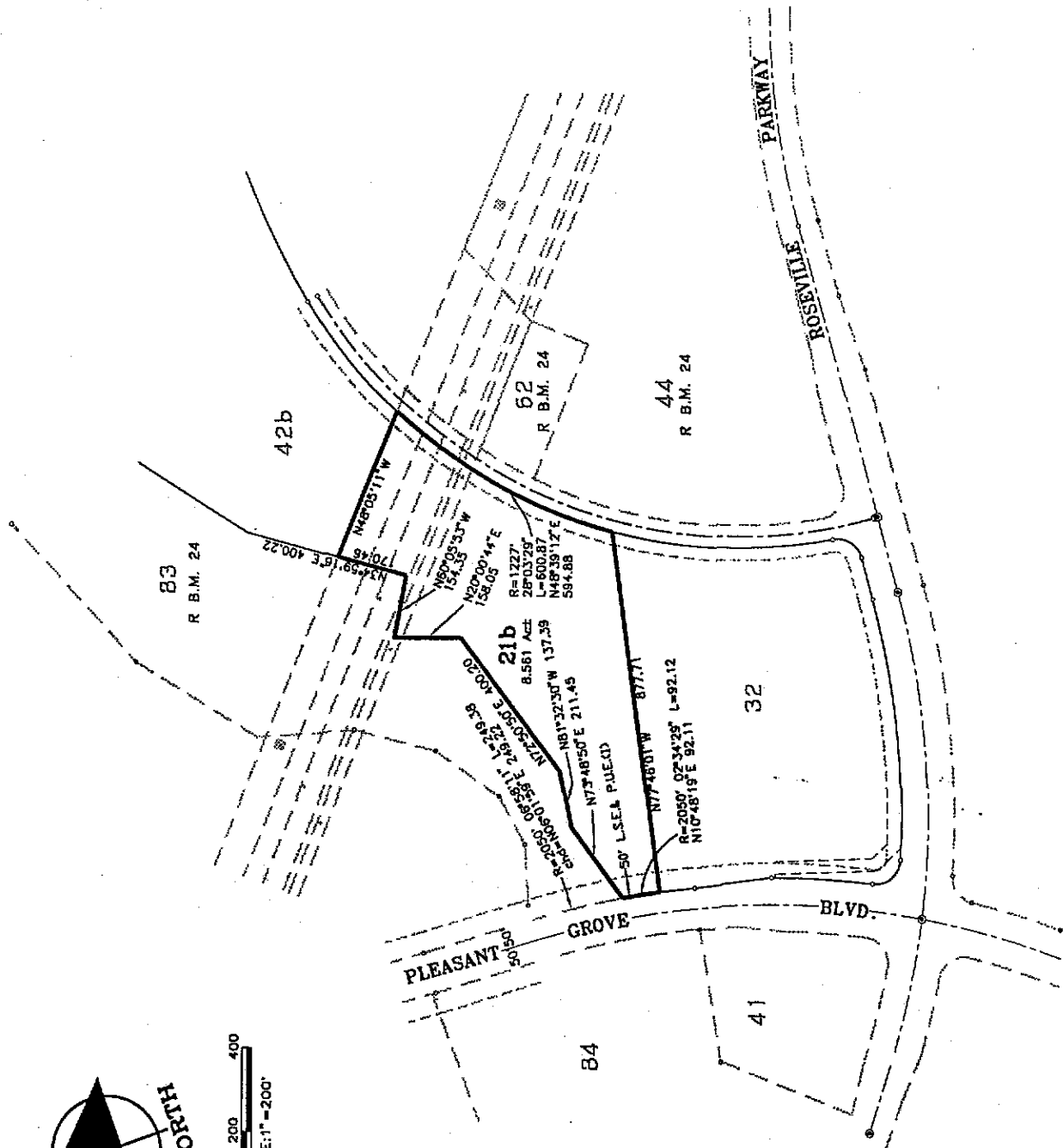


EXHIBIT "A-2"
LOT 21 b
HIGHLAND RESERVE VIII
ROSEVILLE, CA

MACKAY & SOMPS

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
SACRAMENTO, CA. 95815 (916) 929-6092

dro	1" = 400'	11-03-98	18,131-20
DRAWN BY	SCALE	DATE	JOB NO.

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There are no references in this drawing.

3

EXHIBIT "A-1 "

LOT 42 b
HIGHLAND RESERVE PHASE VIII
AFTER THE LOT LINE ADJUSTMENT

All that certain real property situate in a portion of Section 23 and 26, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California and also being a portion of Lot 42 and all of Lot 42b as shown on Highland Reserve Phase VIII as filed for Record in Book "U" of Maps at Page 50 of the Official Records of Placer County and being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 42b as shown on Highland Reserve Phase VIII; thence from the TRUE POINT OF BEGINNING North 34°59'16" East a distance of 229.76 feet; thence North 51°46'22" East a distance of 325.32 feet; thence North 75°22'32" East a distance of 392.58 feet; thence South 83°23'02" East a distance of 190.00 feet; thence South 87°27'53" East a distance of 70.00 feet; thence South 58°36'24" East a distance of 356.86 feet; thence South 07°50'59" West a distance of 399.80 feet to a curve which tangent bears South 82°09'01" West; thence along said curve to the left having a radius of 2027.00 feet through a central angle of 19°04'48" with an arc length of 675.01 feet; subtended by a chord which bears South 83°49'21" West for a distance of 671.89 feet to a curve to the left having a radius of 1227.00 feet through a central angle of 16°05'16" with an arc length of 344.52 feet; subtended by a chord which bears South 70°43'33" West for a distance of 343.39 feet; thence North 48°05'11" West a distance of 376.41 feet to the point of beginning. Containing 15.000 acres of land, more or less.

See Exhibit "A-2" attached hereto and made a part hereof.

END OF DESCRIPTION.

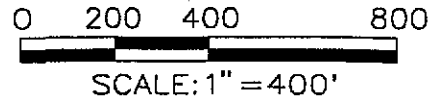
DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS; INC.

1376 Lead Hill, Suite 150
Roseville, California 95661-2944

[Handwritten Signature]
Douglas R. Owyang, P.L.S. 6046
License Exp. Date: 6-30-98
November 03, 1998





TO ROSEVILLE
PARKWAY

TO ROSEVILLE
PARKWAY

HIGHWAY # 65

42

20

PROPOSED
LOT LINE
ADJUSTMENT

EXISTING
LOT LINE

N70°43'33"E
chd=343.39'
R=1227'
16°05'16"
L=344.52'

N87°27'53"W
70.00'

42b
15.000
AC ±

R=2027'
19°04'48"
L=675.01'
chd=671.89'
N88°18'35"E
671.89'

EXIST.
40'
P.U.E.

EXIST. P.U.E.

21b

T.P.O.B.

399.80'
N07°50'59"E

N158°36'24"W
356.86'

7.89'

1182.11'

190.00'

N85°23'02"W

N75°22'32"E

392.58'

N51°46'22"E
325.32'

N34°59'16"E

EXHIBIT "A-2"

LOT 42 b

HIGHLAND RESERVE VIII
ROSEVILLE, CA

MACKAY & SOMPS

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
SACRAMENTO, CA. 95815 (916) 929-6092

dra	1"=400'	11-03-98	18,131-20
DRAWN BY	SCALE	DATE	JOB NO.

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17:11:07

11-03-1998

There are no references in this drawing.

5

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

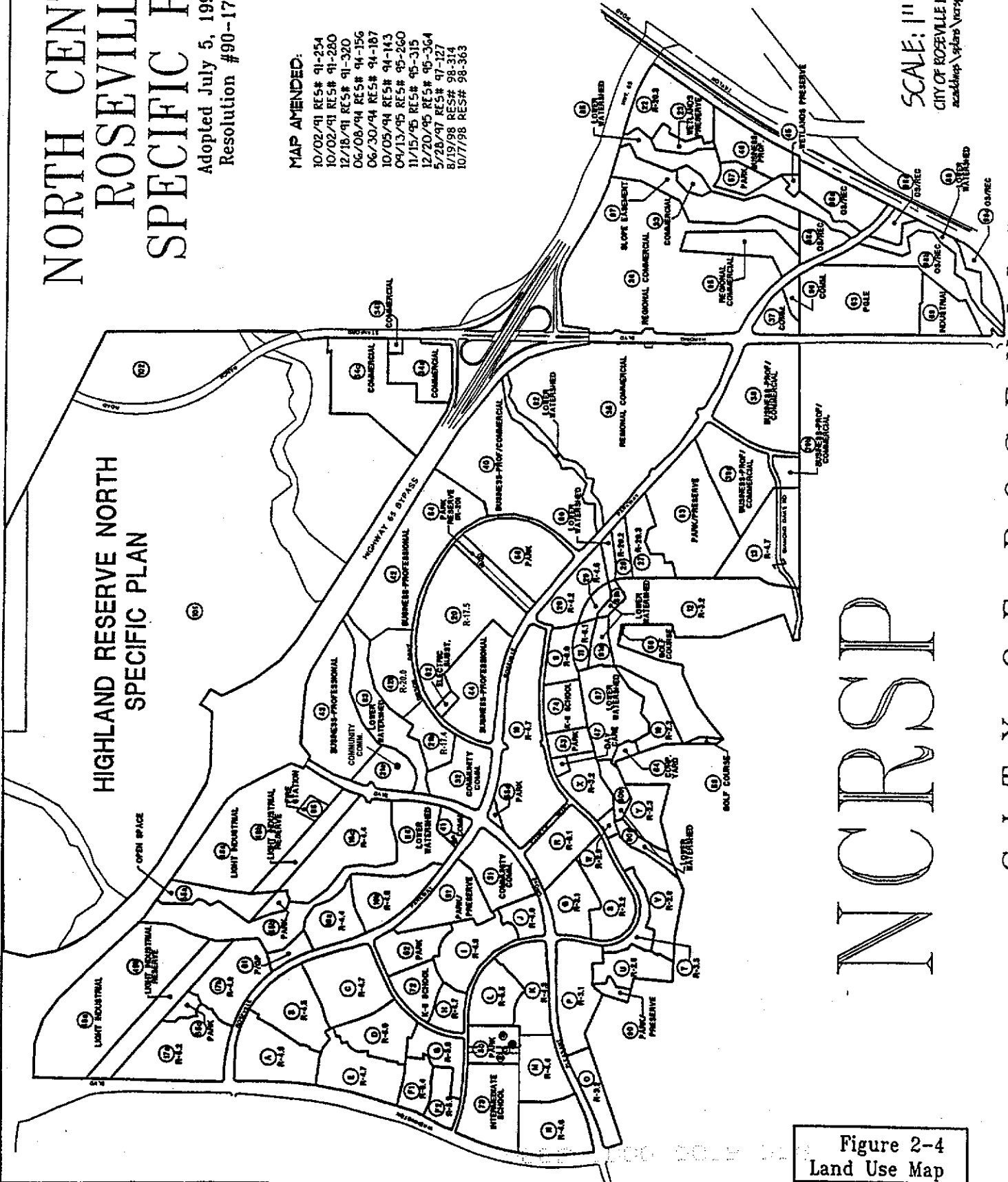
Adopted July 5, 1990
Resolution #90-170

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
- 8/19/98 RES# 98-314
- 10/7/98 RES# 98-363



SCALE: 1" = 1750'
CITY OF ROSEVILLE PLANNING DEPARTMENT
azad@wpd\plans\ncrsp\fig\07.02.97



NCRSP

CITY OF ROSEVILLE

Figure 2-4
Land Use Map

Table 2-2
Land Use Table by Parcel Number

RESIDENTIAL				NON-RESIDENTIAL		
Parcel	Land Use	Acres	Units	Parcel	Land Use	Acres
A	R-4.8	16.60	79	21A	COMMUNITY COMMERCIAL	8.66
B	R-4.5	16.30	73	31	COMMUNITY COMMERCIAL	13.96
C	R-4.7	19.90	94	32	COMMUNITY COMMERCIAL	11.70
D	R-5.0	12.60	63	33	COMMERCIAL	2.60
E	R-4.7	15.50	73	34A	COMMERCIAL	13.27
F(1)	R-6.4	5.96	38	34B	COMMERCIAL	1.16
F(2)	R-5.8	6.06	35	35	REGIONAL COMMERCIAL	94.19
G	R-5.6	8.65	48	36	REGIONAL COMMERCIAL	94.70
H	R-4.8	8.16	29	37	COMMERCIAL	5.30
I	R-4.9	15.40	75	38	BUSINESS PROFESSIONAL/COMM	29.54
J	R-4.6	5.90	27	39A	BUSINESS PROFESSIONAL/COMM	19.33
K	R-4.7	14.80	68	39B	BUSINESS PROFESSIONAL/COMM	2.98
L	R-5.5	11.10	61	40	BUSINESS PROFESSIONAL/COMM	50.03
M	R-4.4	10.20	45	41	BUSINESS PROFESSIONAL/COMM	3.48
N	R-4.6	16.90	78	42	BUSINESS PROFESSIONAL	36.55
O	R-3.2	7.50	24	43	BUSINESS PROFESSIONAL	27.97
P	R-3.1	16.30	50	44	BUSINESS PROFESSIONAL	20.44
Q	R-3.1	11.50	36	45	WETLAND PRESERVE	1.10
R	R-6.1	12.90	79	46	BUSINESS PROFESSIONAL	13.20
S	R-3.2	10.50	34	47	DAYCARE CENTER	1.09
T	R-3.3	11.80	39	48A	LIGHT INDUSTRIAL	37.75
U	R-2.6	9.90	26	48B	LIGHT INDUSTRIAL RESERVE	8.87
V	R-2.6	15.40	40	49A	LIGHT INDUSTRIAL	46.47
W	R-2.9	1.70	5	49B	LIGHT INDUSTRIAL RESERVE	12.42
X	R-3.2	9.80	31	50A	PARK	4.50
Y	R-2.3	8.30	19	50B	PARK	0.21
9	R-6.0	6.33	38	50C	PARK	1.00
10	R-2.3	8.63	20	50D	PARK	2.25
11	R-6.1	3.42	21	52	PARK	10.10
12	R-3.2	51.02	165	53	PARK	4.50
13	R-4.7	19.29	90	54A	PARK	2.14
17A	R-5.2	23.19	119	54B	PARK	3.26
17B	R-4.9	22.06	106	55A	OPEN SPACE	9.85
18A	R-4.4	11.00	48	55B	PARK	2.87
18B	R-4.6	11.76	53	55C	PARK	2.88
18C	R-4.4	26.57	116	55D	PARK	0.88
19	R-4.7	35.48	165	56	PARK	20.80
20	R-17.5	34.42	602	57	PARK	5.40
21B	R-17.4	8.56	149	58	GOLF COURSE	0.13
22	R-20.3	16.75	340	59	GOLF COURSE	0.75
23	WET.PRSRV	4.50		61	PUBLIC/QUASI PUBLIC	2.28
26	R-4.2	10.86	45	62	ELECTRICAL SUBSTATION	1.17
27	R-20.3	8.59	174	63	PG&E	31.54
28	R-20.2	3.58	72	64	CORPORATION YARD	1.46
29	R-4.5	2.43	11	65	FIRE STATION	2.28
42B	R-20.0	15.00	300	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	8.13
				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/PRESERVE	1.81
				91	PARK/PRESERVE	13.67
				93	PARK/PRESERVE	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	25.80
				98C	OPEN SPACE/RECREATION	10.50
				98D	OPEN SPACE/RECREATION	3.60
				98E	OPEN SPACE/RECREATION	17.30
				101	HIGHLAND RESERVE NORTH SPECIFIC PLAN	574.43
				102	HIGHLAND RESERVE NORTH SPECIFIC PLAN	40.61
					RIGHT OF WAY	94.12

ORDINANCE NO. 3280

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING
THE SEVENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH
ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD.
(NORTH CENTRAL ROSEVILLE SPECIFIC PLAN) AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. In accordance with Chapter 19.84 of 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 the proposed Seventh Amendment to the Development Agreement, attached hereto as Exhibit "A," for a portion of property within the North Central Roseville Specific Plan area referred to as "Parcels 21B, 42 and 42B (500, 700 and 800 Gibson Drive)" with Roseville Properties Investment Partners Ltd., as described within the subject development agreement on file in the City Clerks Department.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the proposed Seventh Amendment to the Development Agreement for a portion of property within the North Central Roseville Specific Plan area, known as Parcels 21B, 42 and 42B and makes the following findings:

1. The proposed Development Agreement Amendment 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 proposed Development Agreement Amendment is consistent with the provisions of Chapter 19,.84 of the Zoning Ordinance of the City of Roseville;
3. The proposed Development Agreement Amendment will not be detrimental to the health, safety and general welfare of residents of the City of Roseville;
4. The proposed Development Agreement Amendment will not adversely affect the orderly development of the property or the preservation of property values; and
5. The proposed development permitted by the proposed Development Agreement Amendment will provide sufficient benefit to the City of Roseville to justify entering into the Development Agreement.

SECTION 3. The Seventh Amendment to the Development Agreement by and between Roseville Properties Investment Partners Ltd. and the City of Roseville, referenced herein and on file with the City Clerk, relating to a portion of the North Central Roseville Specific Plan area, 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 Development Agreement Amendment within 10 days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of 30 days from the date of its adoption, provided the Specific Plan Amendment adopted by Resolution 98-363 first go into effect; and further provided no valid referendum regarding this Development Agreement Amendment is filed with the City Clerk of the City during such 30-day period.

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

PASSED AND ADOPTED by the Council of the City of Roseville this 4th day of November, 1998, by the following vote on roll call;

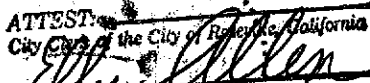
AYES	COUNCILMEMBERS:	Harry Crabb, Jim Gray, Pauline Roccucci, Claudia Gamar
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	Randy Graham


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

Proposed Seventh 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
(RPIP Development Agreement)
(4/7/98)

Richland Irvine, Inc. ("Richland"), owner of the property that is the subject of this entitlement application, proposes to amend the RPIP Development Agreement as follows to conform to the GPA, SPA, Rezone and Boundary Line Adjustment also proposed concurrently by Richland:

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1.B.3. Termination of Multi-Family Property. This Agreement may be terminated with respect to any of Parcels 20, 21B, 27, and 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.

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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 set 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: 85.0100.0 acres, more or less, of Business and Professional land use; 34.4 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; 84.2 acres of light industrial land use; 1.09 acres of day care use; and 3,2442,914 dwelling units for residential use, all as set forth on Exhibits B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or the Zoning Ordinance of the City of Roseville, as such Plan or 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.

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2.C.1.a. Landowner agrees that sites for two hundred sixty-six~~thirty-three~~ (266)~~(233)~~ 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 eight 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.

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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 21B Thirty (30)~~Twenty-four (24)~~ units
- Parcel 27 Seventeen (17) units
- Parcel 28 Seventy-two (72) units
- Parcel 42B Twenty-seven (27) units

3.B.8. Pooled Unit Transfer Fee. The City's approval of the allocation of 300 multi-family units to Parcel 42B and of 30 additional multi-family units to Parcel 21B makes use of pooled units available for transfer from the Northeast Roseville Specific Plan. In acknowledgement that these pooled units have unmet Neighborhood Park Fee obligations, Landowner or Landowner's successors in interest shall pay a pooled unit transfer fee of \$541.00 per transferred unit (the "Pooled Unit Transfer Fee"). Payment of the Pooled Unit Transfer Fee shall be made for each of the first 30 units developed on Parcel 21B prior to issuance of the first building permit for development of Parcel 21B. If Parcel 42B is developed in a single phase, payment of the Pooled Unit Transfer Fee shall be made commensurate with the number of units to be developed on Parcel 42B prior to issuance of a building permit for such development. If Parcel 42B is developed in multiple phases pursuant to an approved Design Review Permit, payment of the Pooled Unit Transfer Fee shall be made commensurate with the number of units to be developed in each phase prior to the issuance of a building permit for each such phase. In the event no building permit is issued for either Parcel 42B or Parcel 21B within three years following the effective date of this Seventh Amendment, the sum of \$162,300 (300 units x \$541) shall become due and payable by the then owner of Parcel 42B and/or the sum of \$16,230 (30 units x \$541) shall become due and payable by the then owner of Parcel 21B. In the event Parcel 42B is developed in multiple phases pursuant to an approved Design Review Permit, payment of the Pooled Unit Transfer Fee shall become due and payable by the then Owner of Parcel 42B commensurate with the number of units to be developed in each phase for which a building permit has not been issued within three (3) years following the effective date of this Seventh Amendment. The Pooled Unit Transfer Fee shall be adjusted annually for inflation in the same manner as the City's Neighborhood Park Fee is adjusted. The Pooled Unit Transfer Fees collected by the City pursuant to this Section 3.B.8. shall be allocated to the Northeast Roseville Specific Plan neighborhood park fund.

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 1A, 1B, 2, 3A, 3B, 8, 9, 14 and 15: \$1,690
- (ii) Parcels 4, 5, 6, 7, 10 and 16: \$2,360
- (iii) Parcels 20, 21, 24, 25, 26, 27, and 28 and 42B: \$ 760

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 ~~340327~~ 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 ~~540495~~ 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.