Exempt from reading
fees pursuant to
Government Code 27383
Record and When Recorded
Return Original To:

City Clerk's Department 311 Vernon Street, Office #208 Roseville, CA 95678

96-007428	Rec Fee		. 00
Recorded	Total		. 00
Official Records			
County of (			
Placer			
Jim McCauley			
Recorder	·		
1:57am 9-Feb-96	3-11-96	GV	15

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND CD COMMUNITIES I
RELATIVE TO THE DEVELOPMENT KNOWN AS DIAMOND OAKS XI
(Diamond Oaks XI Development Agreement)

January 1996 (Parcel 29)

THIS AMENDMENT to the Development Agreement relative to the development known as Diamond Oaks XI (the "Agreement") is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City") and Roseville Properties Investment Partners Ltd., a Texas limited partnership ("RPIP"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

#### **RECITALS**

A. The Diamond Oaks XI Development Agreement (the "Development Agreement"), was approved by the City Council of City on September 5, 1990 and was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-067305

B. Concurrent with its consideration of this Amendment, City is processing a General Plan Amendment (Resolution No. 95-364 ), a Specific Plan Amendment (Resolution No. 95-363 ), a Rezone (Ordinance No. 2954 ), and a Tentative Large Lot Merger and Resubdivision Map (collectively, the "Highland Reserve Rezone") for purposes that include reconfiguring 11 parcels in the North Central Roseville Specific Plan ("NCRSP"), converting 663 units from multi-family to single-family and reallocating the new single-family land use units to parcels previously zoned for other uses, reallocating an additional 577 multi-family units to parcels previously zoned for non-residential uses, and relocating a city park. As part of the Highland Reserve Rezone, NCRSP Parcel 29 will be rezoned from multi-family to single-family residential land use. City and RPIP wish to enter into this Amendment in order to provide consistency with and effectuate the Highland Reserve Rezone.

12/08/95

APR 08 1996

OF: 0401-03-09 factor #10 Resemble Confete CITY OF ROSEVILLE
While are: See Sure of many that By

3/95

1

- C. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.
- D. The property subject to this Amendment, NCRSP Parcel 29 (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 RPIP.

#### **AGREEMENT**

NOW, THEREFORE, City and RPIP agree as follows:

- 1. The prior Section 1.B.3 of the Development Agreement, page 4 of 40, is superseded and is amended by substitution herewith and Section 1.B.3 (Amended 1/96), as set forth below is substituted therefore:
  - 1.B.3. [Section Reserved No Multi-Family Units On Property]
- 2. The prior Section 2.A.1 of the Development Agreement, pages 5-6 of 40, is superseded and is amended by substitution herewith and Section 2.A.1 (Amended 1/96), 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.

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: 196 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.

- 3. The prior Section 2.B of the Development Agreement, page 6 of 40, is superseded and is amended by substitution herewith and Section 2.B (Amended 1/96), as set forth below is substituted therefore:
  - 2.B. <u>Notice of Affordable Housing</u>. Landowner agrees that all prospective purchasers of single-family residences located on Parcel 29 shall be notified that 100% of the units constructed on Parcel 28 will be affordable to senior citizen households with incomes of less than 80% of median.
- 4. The prior Section 2.C.1 of the Development Agreement, pages 6-7 of 40, is superseded and is amended by substitution herewith and Section 2.C.1 (Amended 1/96), as set forth below is substituted therefore:
  - 2.C.1. [Section Reserved No Multi-Family Affordable Units on Property]
- 5. The prior Section 2.C.2.a of the Development Agreement, pages 7-8 of 40, is superseded and is amended by substitution herewith and Section 2.C.2.a (Amended 1/96), as set forth below is substituted therefore:
  - 2.C.2.a. Landowner agrees that twenty (20) residential units will be reserved for purchase by owner-occupant residents with earnings falling within the middle income (eighty percent (80%) to ninety-nine and one-half percent (99.5%) of median income) category. 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. The reservations provided in this Section 2.C.2.a shall be as follows:

Parcel 11 Two (2) units

Parcel 12 Seventeen (17) units

Parcel 29 One (1) unit

- 6. The prior Section 3.D.1 of the Development Agreement, page 21 of 40, is superseded and is amended by substitution herewith and Section 3.D.1 (Amended 1/96), as set forth below is substituted therefore:
  - 3.D.1. <u>Detention Basin</u>. Landowner acknowledges that the CFD will include financing for the construction of detention basins within Parcels 87 and 101 of 45 acrefeet and 8 1/2 acre-feet, respectively.

- 7. The prior Section 3.F.5.c of the Development Agreement, page 24 of 40, is superseded and is amended by substitution herewith and Section 3.F.5.c (Amended 1/96), 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 11 & 12

\$2,360

(ii) Parcel 29

\$4,751

- 8. The prior Section 3.F.5.d of the Development Agreement, pages 24-25 of 40, is superseded and is amended by substitution herewith and Section 3.F.5.d (Amended 1/96), 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 356 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 593 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 Section 3.F.5.g of the Development Agreement, page 25 of 40, is superseded and is amended by substitution herewith and Section 3.F.5.g (Amended 1/96), as set forth below is substituted therefore:
  - 3.F.5.g. The fees to be levied pursuant to Section 3.F.5.c.(ii) upon Parcel 29 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 State Department of Labor using the first week of January 1995 as base 100. All other fees for which provision is made by this Section 3.F.5 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.

S -- 35,

- 10. The prior Section 3.G.2.g of the Development Agreement, page 29 of 40, is superseded and is amended by substitution herewith and Section 3.G.2.g (Amended 1/96), as set forth below is substituted therefore:
  - 3.G.2.g. maintain turf and landscaping on Parcels 50A, 50B, 50C, 50D, 52, 53, 55A and 57, to the extent that the cost thereof does not exceed, annually, TWO HUNDRED THOUSAND DOLLARS (\$200,000). This amount shall be increased annually, commencing on the effective date of this Agreement by the same percent as the increase in the Cost of Living All Cities Index as issued by the United States Department of Labor using the week in which January 1, 1990 falls as base 100:
- 11. The prior Section 3.G.2.i of the Development Agreement, page 29 of 40, is superseded and is amended by substitution herewith and Section 3.G.2.i (Amended 1/96), as set forth below is substituted therefore:
  - 3.G.2.i. Maintain the open space/bike trail corridors and associated pedestrian/bicycle pathways located along the northern boundaries of Parcels 17A, 17B and 18C after dedication or conveyance to and acceptance by City.
- 12. 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 -- 11/95), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.
- 13. 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 1/96), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.
- 14. The property subject to this Amendment is and shall be Parcel 29 of the North Central Roseville Specific Plan (as described in Exhibit A-1 and 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 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).
- 15. 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 1996.	Ordinance No. 2956, this 5th day of February
CITY:	RPIP:
CITY OF ROSEVILLE, a municipal corporation  By Allen E. Johnson City Manager	ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD., a Texas limited partnership  By: RPIP OF ILLINOIS, an Illinois corporation, its general Partner  By:  ALLIEBERMAN
APPROVED AS TO FORM:  Mark J. Doane City Attorney	By: MARK A WILLIAMS)  Its: VKE PRESIDENT
ATTEST	

Carolyn Parkinson

City Clerk

County of	AME, TITLE OF OFFICEN - E.G., 'JANE DOE, NOTARY PUBLIC'  LIEBERMAN  NAME(S) OF SIGNER(S)  red to me on the basis of satisfactory evidence	CAPACITY CLAIMED BY SIGNER Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.  INDIVIDUAL  CORPORATE OFFICER(S)  TITLE(S)  PARTNER(S)   LIMITED
Light of the province of the p	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.	GENERAL  GENERAL  TRUSTEE(S)  GUARDIAN/CONSERVATOR  OTHER:  SIGNER IS REPRESENTING:
OFFICIAL SEAL BRIDGET M MORAN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT 23,1996	WITNESS my hand and official seal.  BUDGE M. Moran  EIGNATURE OF NOTARY	NAME OF PERSONS) OR ENTITY(IES)
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	TITLE CR TYPE OF OCCUMENT	
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form,	NUMBER OF PAGES DATE OF CCCUM SIGNER(S) OTHER THAN NAMED ABOVE	MENT

21992 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 31309-7184

State of <u>Illinois</u>	) Description of the second	OPTIONAL SECTION
County of <u>COOK</u>	_}	CAPACITY CLAIMED BY SIGNER Though statute does not require the Notary to fill in the data below, doing so may grove
On 12-11-95 before me,	Bridget M. MOCAN	invaluable to persons relying on the document.  INDIVIDUAL
personally appeared	MAIK WILLIAMS	CORPORATE OFFICER(S)
personally known to me - OR - prov	ved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are	TITLE(S)  PARTNER(S)  GENERAL
	subscribed to the within instrument and ac- knowledged to me that he/she/they executed	TRUSTEE(S)
	the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),	GUARDIAN/CONSERVATOR OTHER:
	or the entity upon behalf of which the person(s) acted, executed the instrument.	
	WITNESS my hand and official seal.	SIGNER IS REPRESENTING:
OFFICIAL SEAL BRIDGET M MORAN FOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT 23,1996	Budget M. Morar	
THIS CERTIFICATE MUST BE ATTACHED TO	OPTIONAL SECTION TITLE OR TYPE OF OCCUMENT	
THE DOCUMENT DESCRIBED AT RIGHT:	NUMBER OF PAGES DATE OF DOCUM	MENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form,	SIGNER(S) OTHER THAN NAMED ABOVE	

1992 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7134

# MACKAY & SOMPS CIVIL ENGINEERS 1376 Lead Hill Road, Suite 150 Roseville, CA 95661

18086-00 December 8, 1995 MJS/cla

#### DESCRIPTION OF PARCEL 29 DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcel 29 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at the most Easterly corner of said Parcel 29; thence from the TRUE POINT OF BEGINNING South 74°17'40" West a distance of 192.12 feet; thence North 48°45'26" West a distance of 286.07 feet; thence North 77°50'32" West a distance of 51.62 feet; thence North 20°13'38" West a distance of 265.57 feet; thence South 70°51'17" East a distance of 176.44 feet; to a curve to the right having a radius of 650.00 feet through a central angle of 45°48'00" with an arc length of 519.59 feet; subtended by a chord which bears South 47°57'17" East for a distance of 505.86 feet to the POINT OF BEGINNING.

Containing 2.431 acres of land, more or less.

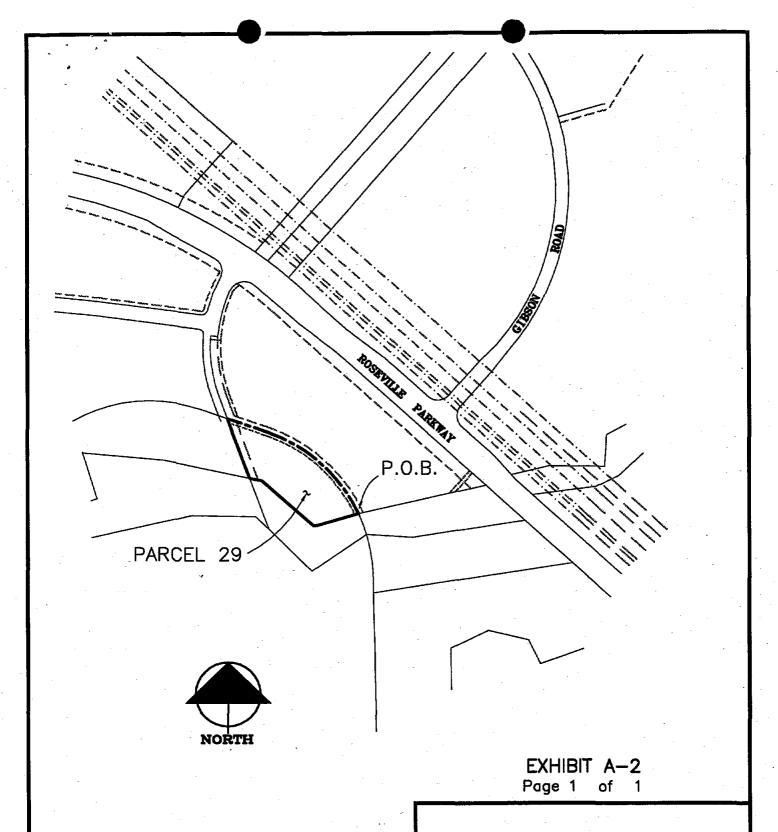
The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.

Tayle R.Q



EXHIBIT A-1

1 of 1



THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DIVIDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

NCRSP PARCEL 29

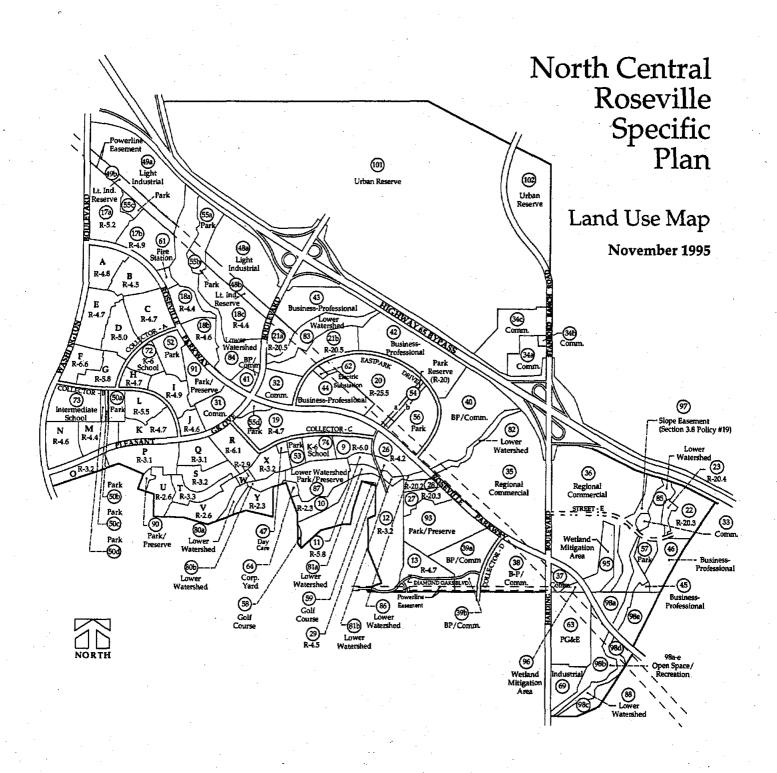
ROSEVILLE,

**CALIFORNIA** 

### **MACKAY & SOMPS**

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

MSJ	1"=400'	12/12/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.



## **EXHIBIT B**Schematic Development Plan

Page 1 of 1

Table of Land Uses (January 1996)

Parcel	Land Use	Acres	Units
11	R-6	3.42	20
12a & b	R-3	51.21	165
29	R-4.5	2.43	11
58	Golf Course	0.13	
59	Golf Course	0.75	
81a & b Lower W	Lower Watershed	5.46	
TOTAL		63.4	196

EXHIBIT C

Page 1 of 1

BLC95172

#### ORDINANCE NO. 2956

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE FIRST AMENDMENT TO THE DIAMOND OAKS XI DEVELOPMENT AGREEMENT FOR THE 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 ONE. FINDINGS. The City Council of the City of Roseville has reviewed the findings of the Planning Commission regarding the First Amendment to the Development Agreement originally executed by CD Communities I for the North Central Roseville Specific Plan ("Diamond Oaks XI Development Agreement") which amendment is on file in the City Clerks office and makes the following findings:

- 1. The First Amendment to the Diamond Oaks XI Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and any applicable Specific Plan;
- 2. The First Amendment to the Diamond Oaks XI Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located as amended this date;
- 3. The First Amendment to the Diamond Oaks XI Development Agreement is in conformity with public convenience, general welfare and good land use practice;
- 4. The First Amendment to the Diamond Oaks XI Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
- 5. The First Amendment to the Diamond Oaks XI Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- 6. The development permitted by the First Amendment to the Diamond Oaks XI Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Amendment to the Development Agreement.

SECTION 2. The First Amendment to the Diamond Oaks XI Development Agreement for the North Central Roseville Specific Plan, by and between RPIP, a Texas limited partnership, 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 3. The City Clerk is directed to record the executed First Amendment to the Diamond Oaks XI Development Agreement contemporaneously with the recording of the Final Map for SUB 95-8, the Large Lot Merger and Resubdivision Map which effectuates the new parcelization of the properties affected by the Fourth Amendment to the Regional 65 Centre Development Agreement.

SECTION 4. This ordinance shall be effective at the expiration of 30 days from the date of its adoption.

SECTION 5. 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 3rd	day of
January , 1996, by the following vote on roll call:	<del>-</del>

AYES COUNCILMEMBERS:

Mel Hamel, Claudia Gamar, Randolph Graham, Pauline Roccucci, Harry

Crabb

NOES COUNCILMEMBERS:

None

ABSENT COUNCILMEMBERS:

None

MAYOR

ATTEST:

The foregoing instrument to a ownest copy of this

original on file in Rid: Affect.