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

DOC- 2004-0054200

Monday, MAY 03, 2004 09:56:21 NOC \$0.00!

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(THIS SPACE RESERVED FOR RECORDER'S USE)

Sixteenth Amendment to the Development Agreement by and Between the City of Roseville and Roseville Properties Investment Partners Itd., Relative to the Development Known as Regional 65 Centre

Oppy of doe: Tim Sewis Communities NCRSP Parcels 182 x 55 B Denels print agreement

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MAY 2 8 2004

CITY OF ROSEVILLE

Record and When Recorded Return Original to: City Clerk City of Roseville 311 Vernon Street, Room 208 Roseville, CA 95678

> SIXTEENTH 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

> > January 2004 (Parcels 18C and 55B)

THIS SIXTEENTH 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 Tim Lewis Communities, a California corporation ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

<u>RECITALS</u>

- A. The City and Landowner's predecessor in interest, Roseville Properties Investment Partners Ltd. ("RPIP") entered into a Development Agreement regarding certain property known as Regional 65 Centre (the "Development Agreement"), which was approved by the City Council of City of September 5, 1990, and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.
- B. On September 20, 1995, City and RPIP, by Ordinance No. 2917, entered into the First Amendment of the Development Agreement (the "First Amendment"). The First Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059717.
- C. On October 4, 1995, City and RPIP, by Ordinance No. 2921, entered into the Second Amendment of the Development Agreement (the "Second Amendment"). The Second Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059585.
- D. On December 6, 1995, City and RPIP, by Ordinance No. 2937, entered into the Third Amendment of the Development Agreement (the "Third Amendment"). The Third Amendment was recorded on January 12, 1996, in the Official Records of Placer County as Instrument No. 96-002-015.
- E. On February 5, 1996, City and RPIP, by Ordinance No. 2955, entered into the Fourth Amendment of the Development Agreement (the "Fourth Amendment"). The Fourth Amendment was recorded on February 9, 1996, in the Official Records of Placer County as Instrument No. 96-007432.

Sixteenth Amendment to Development Agreement

Page 1

- On June 23, 1997, City and RPIP, by Ordinance No. 3108, entered into the F. 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.
- On September 2, 1998, City and Richland Irvine, Inc. ("Richland") by Ordinance No. 3261, entered into the Sixth Amendment of the Development Agreement (the "Sixth Amendment"). The Sixth Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020245.
- On November 4, 1998, City and Richland by Ordinance No. 3280, entered into the Seventh Amendment of the Development Agreement (the "Seventh Amendment"). The Seventh Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020246.
- On May 17, 2000, City and Richland by Ordinance No. 3516, entered into the Eighth Amendment of the Development Agreement (the "Eighth Amendment"). The Eighth Amendment was recorded on June 21, 2000, in the Official Records of Placer County as Instrument No. 2000-0044211.
- On February 9, 2000, City and Richland by Ordinance No. 3469, entered into the Ninth Amendment of the Development Agreement (the "Ninth Amendment"). The Ninth Amendment was recorded on March 27, 2000, in the Official Records of Placer County as Instrument No. 00-0019534.
- On July 5, 2000, City and Parkland Reserve, Inc. by Ordinance No. 3551, entered into the Tenth Amendment of the Development Agreement (the"Tenth Amendment"). The Tenth Amendment was recorded on September 28, 2000, in the Official Records of Placer County as Instrument No. 00-0071888.
- On November 15, 2000, City and Richland by Ordinance No. 3589, entered into the Eleventh Amendment of the Development Agreement (the "Eleventh Amendment"). The Eleventh Amendment was recorded on November 29, 2000, in the Official Records of Placer County as Instrument No. 2000-0101231.
- On December 20, 2000, City and Richland's successor, for Parcels 38, 39A M. and 39B only, by Ordinance No. 3603, entered into the Twelfth Amendment of the Development Agreement (the "Twelfth Amendment"). The Twelfth Amendment was recorded on March 16, 2001, in the Official Records of Placer County as Instrument No. 2001-0022571.
- On October 24, 2001, City and Richland, by Ordinance No. 3746, entered into the Thirteenth Amendment of the Development Agreement (the "Thirteenth Amendment"). The Thirteenth Amendment was recorded on December 18, 2001, in the Official Records of Placer County as Instrument No. 2001-0136402.
- O. On January 8, 2003, City and Richland, by Ordinance No. 3908 entered into the Fourteenth Amendment of the Development Agreement (the "Fourteenth Amendment"). The Fourteenth Amendment was recorded on (not recorded yet) , 2003, in the Official Records of Placer County as Instrument No. _n/a

Sixteenth Amendment to

- P. On <u>sept. 17</u>, 2003, City and Richland, by Ordinance No. <u>3989</u>, entered into the Fifteenth Amendment of the Development Agreement (the "Fifteenth Amendment"). The Fifteenth Amendment was recorded on <u>Nov. 25</u>, 2003, in the Official Records of Placer County as Instrument No.<u>Doc-2003-0</u>198375
- Q. Concurrent with its consideration of this Sixteenth Amendment, City is processing a General Plan Amendment (Resolution No. __04-64 _____), Specific Plan Amendment (Resolution No. __04-65 ___), Rezone (Ordinance No. __4057 ___), a Tentative Subdivision Map (SUB _03-07 ____), and a Merger and Resubdivision for purposes of redesignating Parcel 18C from Business Professional to Medium Density Residential. City and Landowner wish to enter into this Sixteenth Amendment in order to provide consistency with these land use approvals.
- R. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.
- S. The property subject to this Amendment, North Central Roseville Specific Plan ("NCRSP") Parcel 18C and Parcel 55B, is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference.

AGREEMENT

- 1. The prior Section 2.A.1 of the Development Agreement, page 7 of 53, is superseded and is amended and substituted herewith and Section 2.A.1 as set forth below, is substituted therefore:
 - 2.A.1. <u>Generally</u>. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to said property shall be those set forth in this Agreement, the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement, and the Schematic Development Plan attached hereto as Exhibit B and the Table of Land Uses attached hereto as Exhibit C; provided, however, that the size and shape of particular parcels of the Property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1.F.2.

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

City agrees that land use is granted and grants such land use herewith to the Property subject to this Agreement as follows: 80.25 acres, more or less, of Business and Professional land use; 85.20 acres of Community Commercial land use; 41.5 acres of Commercial land use; 94.2 acres of Regional Commercial land use (subject to Section 2.D.1 hereof); 105.4 acres, more or less of BP/Commercial land use; 46.47 acres of Planned Development land use; 2.28 acres of Neighborhood Commercial land use; 1.09 acres of day care use; and 3,590 dwelling units for residential use (including 210 residential units being transferred to the North Central Roseville Specific Plan from Parcels 20 and 30 in the Highland Reserve North Specific Plan), all as set forth on Exhibit B and C. Such uses shall be

Sixteenth Amendment to Development Agreement Page 3

as set forth and defined in the North Central Roseville Specific Plan or the Zoning Ordinance provides on the effective date of this Agreement. The floor area coverage of buildings and improvements constructed on any parcel of land allocated to Business and Professional use shall not exceed forty percent (40%), and shall not be less than twenty-eight percent (28%), of the total land area of that parcel.

- 2. The prior Section 2.C.2.a. of the Development Agreement page 10 of 53, is superseded and is amended by substitution herewith, and Section 2.C.2.a., as set forth below, is substituted therefore:
 - 2.C.2.a. Landowner agrees that ninety-nine (99) 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 (Parcel 18C will reserve four (4) units for purchase by owner-occupant residents with earnings at eighty percent (80%) of median income). 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 1	Eighteen (18) units
Parcel 2	Six (6) units
Parcel 3	Twelve (12) units
Parcel 8	Six (6) units
Parcel 9	Two (2) units
Parcel 10	Two (2) units
Parcel 14	Ten (10) units
Parcel 15	Thirteen (13) units
Parcel 17A	Six (6) units
Parcel 17B	Five (5) units
Parcel 18A	Two (2) units
Parcel 18B	Three (3) units
Parcel 18C	Four (4) units
Parcel 19	Eight (8) units
Parcel 26	Two (2) units

- 3. The prior Section 3.A.3.a of the Development Agreement, page 18 of 53, is superseded and is amended by substitution herewith, and Section 3.A.3.a, as set forth below, is substituted therefore:
 - 3.A.3 Park and Open Space Sites.
 - 3.A.3.a. Landowner, upon demand of City, shall dedicate, grant or convey:
 - (i) A 4.5-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 50A on the Schematic Development Plan.
 - (ii) A 10.1-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 52 on the Schematic Development Plan.

Sixteenth Amendment to Development Agreement

Page 4

- (iii) A 4.5-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 53 on the Schematic Development Plan.
- (iv) [Reserved]
- (v) A 3.23-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55B on the Schematic Development Plan.
- (vi) A 2.9-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55C on the Schematic Development Plan.
- (vii) A 0.88-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55D on the Schematic Development Plan.
- (viii) A. 13.3-acre, more or less, portion of its property for the purpose of a public park, shown as Parcel 56 on the Schematic Development Plan.
- (ix) A 1.81-acre, more or less, portion of its property for the purposes of a park and preserve, shown as Parcel 90 on the Schematic Development Plan.
- (x) A 13.67-acre, more or less, portion of its property for the purposes of a vernal pool preserve, shown as Parcel 91 on the Schematic Development Plan. City agrees that such parcel shall be maintained in accordance with Sections 2.E.2.b and 3.G.6 hereof.
- 88.3 acres of flood plain for flood control, recreational uses and wildlife habitat preservation, shown as Parcels 80A, 80B, 82, 83, 84, 86 and 87 on the Schematic Development Plan. City agrees that such parcels shall be maintained in accordance with Sections 2.E.2.b and 3.G.6 hereof. City agrees to provide a commercial street right-of-way together with related slope, bike trail and public utility easements across lower watershed Parcel 84 and Parcel 55A for the purpose of providing a roadway connection between Parcels 48 and 49. Such right-of-way and related easements shall be located in or near the powerline corridor easements as shown on Exhibit B. City also agrees to provide related slope, bike trail, and public utility easements across lower watershed Parcels 18A/18B and Parcel 18C as shown on Exhibit M. If future utility configurations require such easements be relocated, Landowner acknowledges that City approval and an abandonment procedure will be required. Landowner shall record a relinquishment of the roadway connection portion of the existing easement between Parcels 18A/18B and Parcel 18C within ninety (90) days of the recordation of the Thirteenth Amendment to this Agreement. In addition, City agrees to provide a residential street rightof-way together with related slope, bike trail and public utility easements across lower watershed Parcel 83 for the purpose of providing a roadway connection between Parcels 43/21A and 42B/21B. Such right-of-way and related easements shall be located in or near the powerline corridor easements as shown on Exhibit B. Any federal or state permits that are required as a prerequisite of construction the roadway connections across lower watershed Parcel 84 described above, together with any related mitigation obligations, are the responsibility of Landowner.

Sixteenth Amendment to Development Agreement

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- (xii) A 33.0-acre, more or less, portion of its property for the purposes of a vernal pool preserve, shown as Parcel 93 on the schematic Development Plan, but only in the event that such a conveyance is required pursuant to the provisions of Section 2.E.1.b, hereof.
- 4. The prior Section 3.A.3.d. of the Development Agreement, page 19 of 53, is superseded and is amended by substitution herewith, and Section 3.A.3.d., as set forth below, is substituted therefore:
 - The owner(s) of Parcels 18A, 18B and 18C shall have the 3.A.3.d. option of constructing the park improvements on Parcel 55B on a turn-key basis, with such election to be made prior to the issuance of the first building permit on Parcels 18A/B/C and subject to a deferred improvement agreement. Under this turn-key option, the Parcel 55B park improvements shall be in substantial conformity with the conceptual plan shown in the NCRSP and shall be constructed in accordance with construction documents to be prepared by landowner and approved by City prior to the issuance of the 100th building permit on Parcels 18Å/B/C. Construction by landowner of the Parcel 55B park improvements shall be completed prior to the issuance of the 150th building permit on Parcels 18A/B/C. Should landowner elect to construct the Parcel 55B park improvements, the costs of such construction shall be landowner's responsibility in lieu of payment of neighborhood park fee and residential construction tax. Landowner will remain responsible for paying the Citywide park fee.

If the Parcel 55B park is constructed instead by the City, Landowner shall pay neighborhood and Citywide park fees, dedicate to the City .265 acres to be added to Parcel 55B and construct on and adjacent to Parcel 55B park, a public "hammerhead" shaped area for access to and parking for the park, a thirty-six (36) foot-wide access roadway, and a graded park pad (as generally shown on the approved tentative condominium map for Parcel 18C) to the satisfaction of the City's Parks Director, at the time of completion of subdivision improvements for the portion of the Parcel 18C project adjacent to the Parcel 55B park. The Landowner shall grade and compact dirt and fill material on Parcel 55B park site, at no cost to City, up to a maximum of 10,000 cubic yards as approved by the Parks Director. Landowner may grade and compact at no cost to City additional dirt and fill material on Parcel 55B park site above the 10,000 cubic yards specified herein, subject to the approval of the Parks Director. Landowner's granting of an expanded Parcel 55B park site to City, along with the improvements listed in this Section shall satisfy Landowner's parkland dedication and improvement obligation in full for the 38 new units allocated by the General Plan Amendment.

In addition, prior to the issuance of the certificate of completion for the Phase 2 subdivision improvements on Parcel 18C, Landowner shall construct a pedestrian/bicycle connection from the Parcel 18C subdivision connecting to the Parcel 18A/B neighborhoods at approximately Clydesdale Way, as specified in the conditions of approval for the Parcel 18C tentative subdivision map.

- 5. The Development Agreement, page 21 of 53, is amended to add the following Section 3.A.15:
 - 3.A.15 Public Access. Landowner shall record or cause to be recorded a revised easement over Parcel 48B, with the consent of the Parcel 48B owner, that provides for (i) public access over the length of the private driveway on Parcel 48B from Pleasant Grove Boulevard to the Parcel 55B park; (ii) access for residents of the Parcel 18C project to the Parcel 18C subdivision; (iii) emergency vehicle access, all as shown on the subdivision map for Parcel 18C; and (iv) the right of the City to maintain the portion of the easement over the driveway into the Parcel 55B park.
- 6. The Development Agreement, page 21 of 53, is amended to add the following Section 3.A.16:
 - 3.A.16 Public Benefit Fee. As partial consideration for this Sixteenth Amendment, to offset the fiscal impact of the Project, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee at the time of obtaining each residential building permit for the Project on Parcel 18C. The Public Benefit Fee for each residential unit approved with this Sixteenth Amendment shall be \$600, representing a gross fee of \$1,000 per residential unit, less a credit of \$400 per residential unit for contributions made by a related entity of Landowner in the Highland Reserve North Specific Plan.
- 7. The Development Agreement, page 21 of 53, is amended to add the following Section 3.A.17:
 - 3.A.17 General Fund Services District. No residential building permit, excluding permits for model homes, shall be issued on Parcel 18C until a Services CFD has been formed into which Parcel 18C can be annexed ("Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the police and fire staffing obligations. For purposes of Article 13D of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services CFD will provide a "special benefit" to the Parcel 18C as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Parcel 18C. The initial amount of the assessment shall be \$285 per dwelling unit equivalent.

- 8. The prior Section 3.B.2.j. of the Development Agreement, page 23 of 53, is superseded and is amended by substitution herewith, and Section 3.B.2.j., as set forth below, is substituted therefore:
 - 3.B.2.j. Landowner agrees that no occupancy permit shall be issued for a structure on Parcels 17A, 17B or 18C until the respective portions of the bike trail to be located within the 50 foot wide easement extending the length of each parcel's northern boundary have been completed and accepted by City. Such bike trail shall be ten (10) feet wide with two (2) foot shoulders designed to City standards. Landowner further agrees that public access adjacent to Parcel 18C to the future park on Parcel 55B shall be preserved.
- 9. The prior Section 3.B.9 of the Development Agreement, page 28 of 53, is superseded and is amended by substitution herewith, and Section 3.B.9, as set forth below, is substituted therefore:
 - 3.B.9 <u>Parcel 18C Park Fees</u>. Landowner shall, at the time of issuance of building permits for residential units on Parcel 18C, pay the then current neighborhood and City-wide park fees, net of applicable NCRSP park fee credits.
- 10. The prior Section 3.F.5.c. of the Development Agreement, page 36 of 53, is superseded and is amended by substitution herewith, and Section 3.F.5.c., as set forth below, is substituted therefore:
 - 3.F.5.c. If, on or before January 1, 1993, the District has failed to receive an irrevocable commitment for state funding for the schools described in Section 3.F.3, above, the fees levied pursuant to this Section shall be increased to the following:

(i)	Parcels 1.A, 1B, 23A, 3B, 8, 9, 14 and 15:	\$1,690
(ii)	Parcels 4, 5, 6, 7, 10 and 16:	\$2,360
(ii) (iii)	Parcels 17A, 17B, 18A, 18B, 18C, 19 and 26:	\$4 <i>,</i> 751
	Parcels 20, 21B, 27 and 28:	\$7 60
(iv) (v)	Parcel 42B	\$2,075
(iv)	Parcel 20C	Per recorded
(-)		agreement between
		Landowner and
		District

- 11. The prior Section 3.F.5.d. of the Development Agreement, page 36 or 53, is superseded and is amended by substitution herewith, and Section 3.F.5.d., as set forth below is substituted therefore:
 - 3.F.5.d. Such increased CFD elementary school construction fee shall be for the purposes of funding any remaining costs of the K-6 School (K-6#1) located on Parcel 72, any remaining costs of the Intermediate School on Parcel 73 that are attributable to the need to accommodate the 360 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 605 K-6 students (who cannot be accommodated within the capacity of the K-6 School on Parcel 72) residing within the Plan area. If,

Sixteenth Amendment to Development Agreement

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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.

- 12. The prior Section 3.G.2.j. of the Development Agreement, page 42 of 53, is superseded and is amended by substitution herewith, and Section 3.G.2.j., as set forth below, is substituted therefore:
 - 3.G.2.j. 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.
- 13. The prior Exhibit A-1 (Parcel 18C), page 65 of 74, is superseded and amended by substitution herewith, and Exhibit A-1, page 65 of 78, attached hereto and incorporated by reference, is substituted therefore.
- 14. The prior Exhibit A-1 (Parcel 55B), page 72 of 74, is superseded and amended by substitution herewith, and Exhibit A-1, page 72 of 78, attached hereto and incorporated by reference, is substituted therefore.
- 15. The prior Exhibit A-2 (Parcel 18C), page 65 of 74, is superseded and amended by substitution herewith, and Exhibit A-2, page 65 of 78, attached hereto and incorporated by reference, is substituted therefore.
- 16. The prior Exhibit A-2 (Parcel 55B), page 72 of 74, is superseded and amended by substitution herewith, and Exhibit A-2, page 72 of 78, attached hereto and incorporated by reference, is substituted therefore.
- 17. The prior Exhibit B (Schematic Development Plan) to the Development Agreement, page 1 of 1, is superseded and is amended by substitution herewith, and Exhibit B, page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.
- 18. The prior Exhibit C (Table of Land Uses) to the Development Agreement, page 1 of 1, is superseded and is amended by substitution herewith, and Exhibit C, page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.
- 19. The property subject to this Sixteenth Amendment is and shall be Parcel 18C and Parcel 55B of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Sixteenth Amendment shall apply to such parcel as its interests appear. With respect to land subject to the Development Agreement which is not part of the property subject to this Sixteenth Amendment, the Development Agreement shall continue to apply (except to the extent that portions of such land have been terminated as provided in Section 1.B of such Agreement).

20. All provisions of the Development Agreement not otherwise inconsistent with this Sixteenth 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 Sixteenth 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.

Specific Plan as amended and the EIR certified	
Approved and adopted pursuant to Ore	dinance No. 4058 , this 17th day of
CITY:	LANDOWNER:
CITY OF ROSEVILLE, A municipal corporation	TIM LEWIS COMMUNITIES, a California corporation
By W. Craig Robinson City Manager	By: They are
ATTEST:	
Sonia Orozco City Clerk	

ED AS TO FORM:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California	1
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County of Sucraments	_ J
County of <u>Sacramento</u> On <u>Submay</u> 13,2004 before me, <u>Care</u> personally appeared <u>Jay TimoThe</u>	Jundalupe V. Powell, NoTary Pub
Date 7	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared 5009 /2mb/h	Name(s) of Signer(s)
· ·	☐ personally known to me
	proved to me on the basis of satisfac
	evidence
	to be the person(s) whose name(s) is
	subscribed to the within instrument
	acknowledged to me that he/she/they execu
	the same in his/her/their authori
GUADALUPE V. POWELL	capacity(ies), and that by his/her/t signature(s) on the instrument the person(s)
Commission # 1371154	the entity upon behalf of which the person
Notary Public - California	acted, executed the instrument.
Sacramento County Ny Comm. Expires Aug 20, 2006	_
My CONTROL Expression	WITNESS my hand and official seal.
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	Signature of Notary Public
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Though the information below is not required by law, it may pro-	IONAL -
fraudulent removal and reattachme	ent of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
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Signer(s) Other Than Named Above:	 -
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Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney-in-Fact Trustee	RIGHT THUMBP OF SIGNER Top of thumb h
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator Other: Other:	RIGHT THUMBP OF SIGNER Top of thumb h
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer Signer's Name: Individual Corporate Officer — Title(s): Partner — □ Limited □ General Attorney-in-Fact Trustee Guardian or Conservator	RIGHT THUMBP OF SIGNER Top of thumb h

STATE OF CALIFORNIA) : ss. COUNTY OF PLACER)
On this 20 th day of April in the year of 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared <u>W. Craig Robinson</u> , personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal. Comm. #1296954 Comm. #1296954 Notary Public - California Placer county My Comm. Expires Mar. 12. 2005 My Comm. Expires Mar. 12. 2005 Com
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:
Title or Type of Document: Sixteenth Amendment to Development Agreement
Date of Document: April 20, 2004

Acknowledgment - All Purpose

EXHIBIT "A-1" DESCRIPTION FOR LOT 18c

Being a portion of Lot 18c and Lot 55b as shown on the Final Map of Highland Reserve - Phase No. III, Large Lot Subdivision as filed for record in Book "W" of Maps at Page 95, Placer County Records and also being a portion of Section 22, Township 11 North, Range 6 East, Mount Diablo Meridian, Placer County, California, being more particularly described as follows:

Beginning at the most southeasterly corner of said Lot 18c, said point being the TRUE POINT OF BEGINNING; thence westerly along the southerly line of said Lot 18c, South 89°32'28" West, a distance of 318.30 feet; thence South 71°33'23" West, a distance of 214.53 feet; thence South 88°06'03" West, a distance of 277.28 feet; thence North 37°16'34" West, a distance of 55.85 feet; thence North 10°22'03" West, a distance of 241.37 feet; thence North 05°50'38" East, a distance of 200.41 feet; thence North 09°08'12" West, a distance of 221.25 feet; thence North 51°32'42" West, a distance of 360.42 feet; thence North 37°39'34" West, a distance of 331.53 feet; thence North 03°53'52" East, a distance of 181.23 feet; thence North 41°54'49" East, a distance of 345.96 feet; thence South 48°05'11" East, a distance of 1,623.07 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies South 74°09'45" East, a radial distance of 2,055.00 feet and having a chord bearing South 13°59'10" West, 132.77 feet; thence southerly along the arc, through a central angle of 03°42'09", a distance of 132.80 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies South 78°47'19" East, a radial distance of 2,050.36 feet and having a chord bearing South 09°51'44" West, 96.55 feet; thence southerly along the arc, through a central angle of 02°41'54", a distance of 96.56 feet to a point of curvature of a non tangent curve to the left, of which the radius point lies South 78°31'39" East, a radial distance of 2,049.85 feet and having a chord bearing South 09°22'33" West, 149.99 feet; thence southerly along the arc, through a central angle of 04°11'36", a distance of 150.02 feet to a point of reverse curvature to the right having a radius of 26.00 feet and a chord bearing South 50°33'21" West, 35.65 feet; thence southwesterly along the arc, through a central angle of 86°33'11", a distance of 39.28 feet; thence North 86°10'04" West, a distance of 15.30 feet; thence South 03°49'56" West, a distance of 54.00 feet; thence South 86°10'04" East, a distance of 24.02 feet to a point of curve to the right having a radius of 26.00 feet and a chord bearing South 59°46'20" East, 23.12 feet; thence southeasterly along the arc, through a central angle of 52°47'28", a distance of 23.96 feet to the POINT OF BEGINNING. Containing 26.167 acres, more or less.

END OF DESCRIPTION

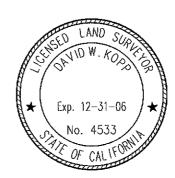
DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

David W. Kopp, P.L.S. 4533 License Exp. Date: 12-31-06

Date: December 8, 2003



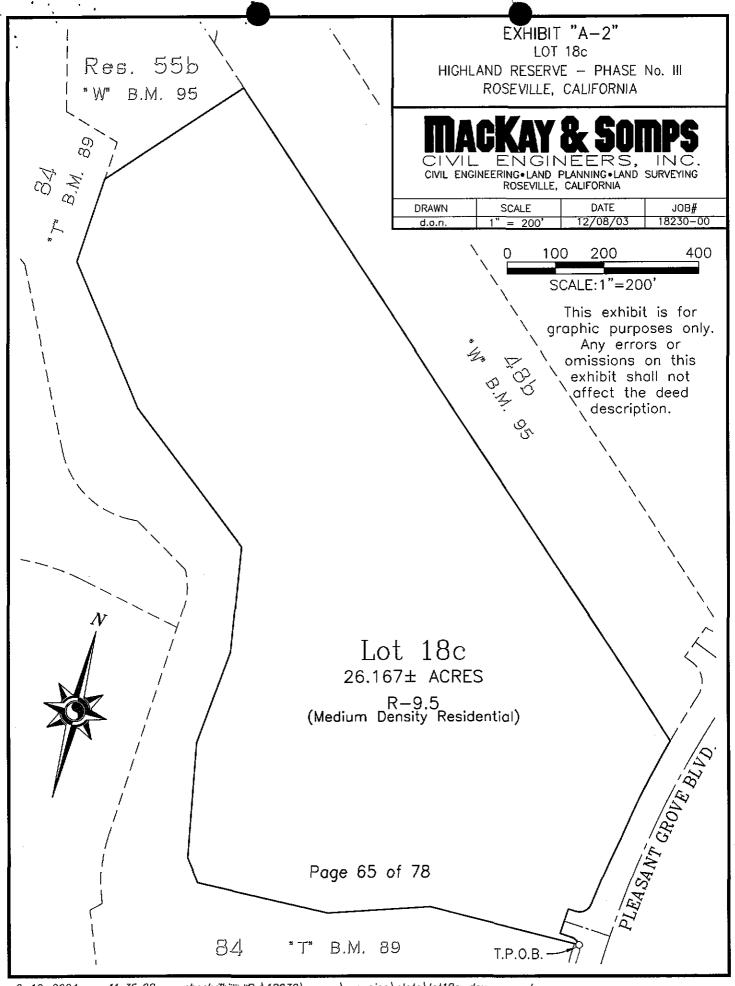


EXHIBIT "A-1" DESCRIPTION FOR RESULTANT LOT 55b

Being a portion of Lot 18c and Lot 55b as shown on the Final Map of Highland Reserve - Phase No. III, Large Lot Subdivision as filed for record in Book "W" of Maps at Page 95, Placer County Records and also being a portion of Section 22, Township 11 North, Range 6 East, Mount Diablo Meridian, Placer County, California, being more particularly described as follows:

OF BEGINNING; thence westerly along the southerly line of said Lot 55b, North 14°25'47" West, a distance of 173.58 feet; thence North 21°04'50" West, a distance of 335.20 feet; thence North 34°36'50" East, a distance of 87.50 feet; thence South 48°05'11" East, a distance of 615.67 feet; thence South 41°54'49" West, a distance of 345.96 feet; thence North 03°53'52" East, a distance of 80.57 feet; thence North 73°19'37" West, a distance of 123.61 feet to the POINT OF BEGINNING.

Containing 3.231 acres, more or less.

END OF DESCRIPTION

DESCRIPTION PREPARED BY:

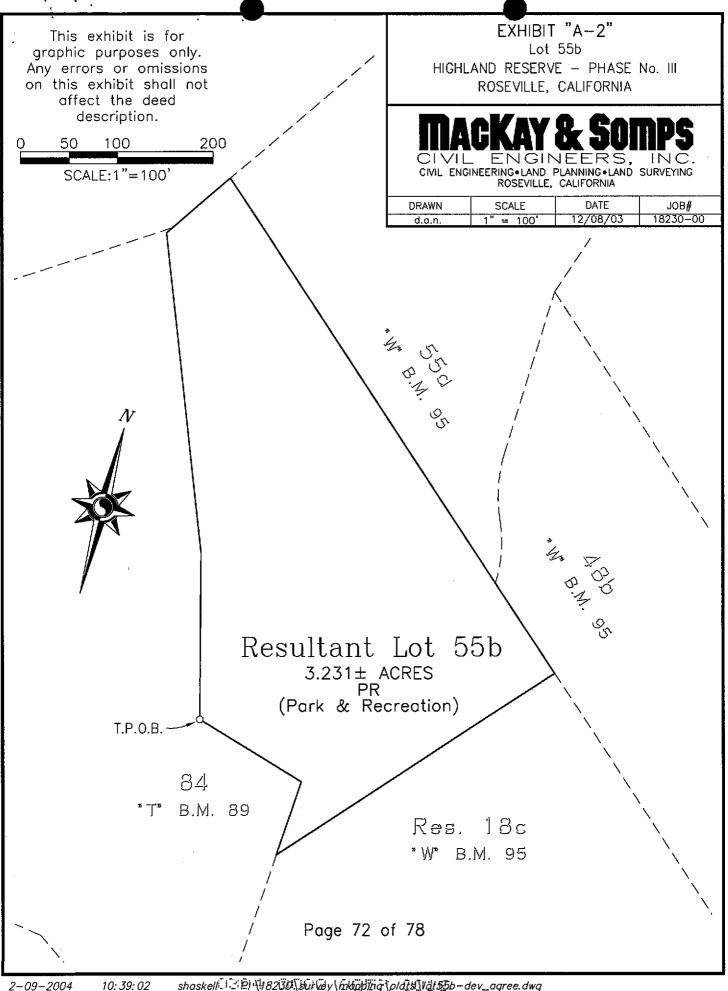
MACKAY & SOMPS CIVIL ENGINEERS, INC.

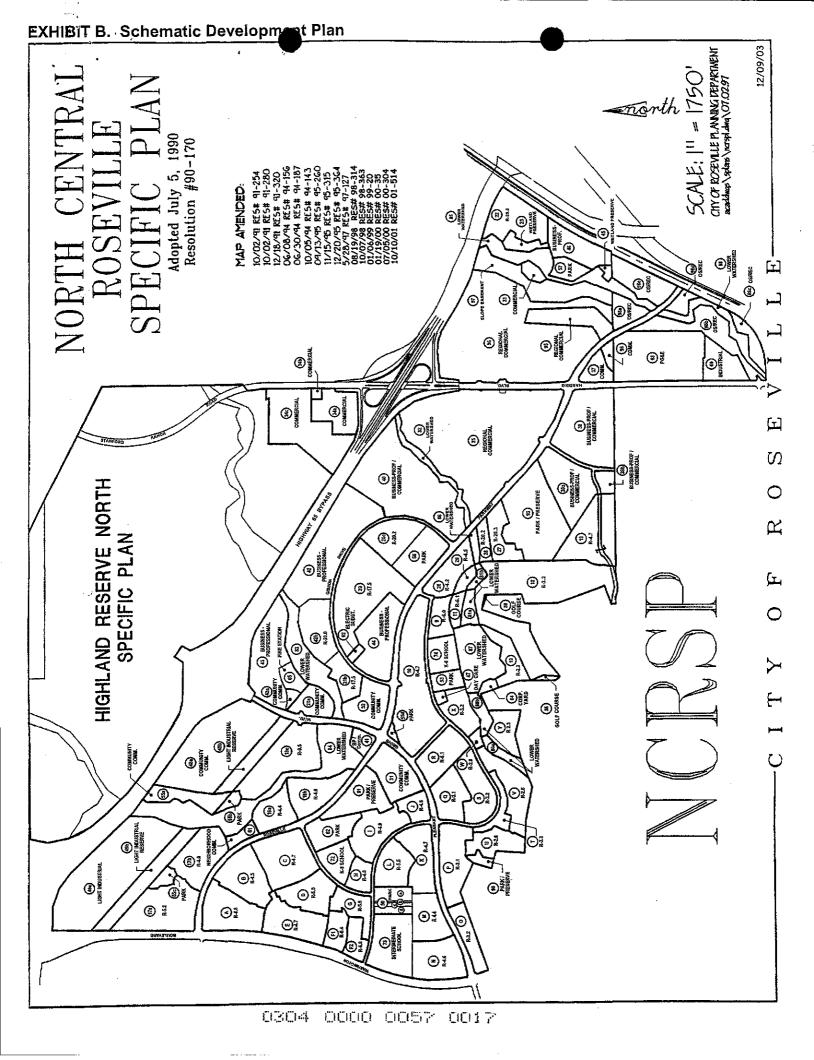
1552 Eureka Road, Suite 100 Roseville, California 95661-2944

David W. Kopp, P.L.S. 4533

License Exp. Date: 12-31-06

Date: December 8, 2003





	Land Use	Acres	Units	Parcel	Land Use	Acres	Units
rcei	Land Use R-4.8	16.6	79	21A	COMMUNITY COMERCIAL	8.66	
	R-4.5	16.3	73	23	WETLAND PRESERVE	4.50	
	R-4.7	19.9	94	31	COMMUNITY COMMERCIAL	13.96	
	R-5.0	12.6	63	32	COMMUNITY COMMERCIAL	11.70	
	R-4.7	15.5	73	33	COMMERCIAL	2.60	
	R-6.4	5.96	38	34A	COMMERCIAL	13.27	
	R-5.8	6.09	35	34B	COMMERCIAL	1.16	
	R-5.6	8.65	48	34C	COMMERCIAL	27.04	
	R-4.8	6.16	29	35	REGIONAL COMMERCIAL	94.19	
	R-4.9	15.4	75	36	REGIONAL COMMERCIAL	94.70 5.30	
	R-4.6	5,9	27	37	COMMERCIAL PLICINESS PROFICOMMERCIAL	29.54	
	R-4.7	14.6	68	38	BUSINESS PROF/COMMERCIAL BUSINESS PROF/COMMERCIAL	19.33	
	R-5.5	11.1	61 45	39A 39B	BUSINESS PROF/COMMERCIAL	2.98	
	R-4.4 R-4.6	10.2 16.9	45 78	40	BUSINESS PROF/COMMERCIAL	50.03	
	R-4.0 R-3.2	7.5	24	41	BUSINESS PROF/COMMERCIAL	3.48	
	R-3.1	16.3	50	42A	BUSINESS PROFESSIONAL	36.55	
	R-3.1	11.5	36	43	BUSINESS PROFESSIONAL	23.25	
	R-5.5	12.9	71	43A	COMMUNITY COMMERCIAL	0.91	
	R-3.2	10.5	34	44	BUSINESS PROFESSIONAL	20.44	
	R-3.3	11.8	39	45	WETLAND PRESERVE	1.10	
	R-2.6	9.9	26	46	BUSINESS PROFESSIONAL	13.20	
	R-2.6	15.4	40	47	DAYCARE CENTER	1.09	
	R-2.9	1.7	5	48A	COMMUNITY COMMERCIAL	39.29	
	R-3.2	9.6	31	48B	LIGHT INDUSTRIAL RESERVE	8.87 46.47	
	R-2.3	8.3	19	49A	LIGHT INDUSTRIAL	46.47 12.42	
	R-6.0	6.33	38	49B	LIGHT INDUSTRIAL RESERVE PARK	4.50	
	R-2.3	8,53	20	50A 50B	PARK	0,21	
	R-6.1	3.42	21 165	50C	PARK	1.00	
	R-3.2 R-4.7	51.02 19.29	90	50D	PARK	2.25	
4	R-4.7 R-5.2	23.19	119	52	PARK	10.10	
3	R-4.9	22.06	106	53	PARK	4.50	
4	R-4.4	11	48	55A	COMMUNITY COMMERCIAL	9,85	
3	R-4.6	11.76	53	55B	PARK	3.23	
c	R-9.5	26.17	248	55C	PARK	2.88	
_	R-4.7	35,48	165	55D	PARK	0.88	
	R-17.5	34.42	602	56	PARK	13.30	
2	R-20.0	12.91	258	57	PARK	5.40	
В	R-17.5	8.56	149	58	GOLF COURSE	0.13	
	R-20.3	16.75	340	59	GOLF COURSE	0.75	
5 7	R-4.2	10.86	45	61	NEIGHBORHOOD COMMERCIAL ELECTRICAL SUBSTATION	2.28 1.17	
	R-20.3	8.59	174	62	PG&E	31.54	
	R-20.2	3.58	72	63 64	CORPORATION YARD	1.46	
ь	R-4.5	2.43	11 273	65	FIRE STATION	3,06	
В	R-20	15	213	69	INDUSTRIAL	10.00	
				72	K-6 SCHOOL	8,00	
				73	INTERMEDIATE SCHOOL	18.42	
				74	K-6 SCHOOL	8.00	
				80A	LOWER WATERSHED	3.60	
				80B	LOWER WATERSHED	3.99	
				81A	LOWER WATERSHED	3.83	
				81B	LOWER WATERSHED	1.63	
				82	LOWER WATERSHED	6.13	
				83	LOWER WATERSHED	16.30	
				84	LOWER WATERSHED	37.64	
				85	LOWER WATERSHED	11.90 1.98	
				86	LOWER WATERSHED LOWER WATERSHED	1.98	
				87 88	LOWER WATERSHED	11.80	
				90	PARK/RESERVE	1.81	
				91	PARK/RESERVE	13.67	
				93	PARK/RESERVE	33.05	
				95	REGIONAL COMMERCIAL	11.30	
				96	COMMERCIAL	2.00	
				97	SLOPE EASEMENT	18.10	
				98A	OPEN SPACE/RECREATION	8.50	
				98B	OPEN SPACE/RECREATION	25.60	
				98C	OPEN SPACE/RECREATION	10.50	
				98D	OPEN SPACE/RECREATION	3.60	
				98E	OPEN SPACE/RECREATION RIGHT OF WAY	95.63	

ORDINANCE NO. 4058

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SIXTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH
THE TIM LEWIS COMMUNITIES, 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 Sixteenth Amendment to Development Agreement with Tim Lewis Communities, to alter and clarify provisions in the existing Development Agreement relating to North Central Roseville Specific Plan (Parcel 18C).

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

- 1. The Sixteenth Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the North Central Roseville Specific Plan;
- 2. The Sixteenth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
- 3. The Sixteenth Amendment to Development Agreement is in conformance with public health, safety and welfare;
- 4. The Sixteenth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- 5. The Sixteenth Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Ninth Amendment to Development Agreement.
- <u>SECTION 3.</u> The Sixteenth Amendment to Development Agreement by and between the Roseville Properties Investment Partners 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 Sixteenth Amendment Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this 17th day of March, 20 04, by the following vote on roll call:

AYES

COUNCILMEMBERS:

John Allard, Richard Roccucci, Jim Gray, Gina Garbolino,

Rocky Rockholm

NOES

COUNCILMEMBERS:

None

ABSENT

COUNCILMEMBERS:

None

ATTEST:

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

Ord. 4058