

Exempt from recording fees
pursuant to Gov. Code 27300



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 1999-0085314

Monday, SEP 27, 1999 13:41:39

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000236803

rec/R2/1-12

Recording Requested by
City of Roseville

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

Title: First Amendment to the Development Agreement By and Between the City of
Roseville and Highland Reserve North L.P. Relative to the Development Known
As Highland Reserve North

CF: 0401-03-15 General Plan
Land Use Elements/Amendments
Highland Reserve North Specific Plan

FILED

JAN 19 2000

CITY OF ROSEVILLE

BY

KAR

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
HIGHLAND RESERVE NORTH L.P. RELATIVE TO THE
DEVELOPMENT KNOWN AS HIGHLAND RESERVE NORTH

THIS FIRST AMENDMENT to the Development Agreement By And Between The City Of Roseville And Highland Reserve North L.P. Relative To The Development Known As Highland Reserve North is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City"), Highland Reserve North L.P., a Delaware limited partnership ("HRN") and Oakville Reserve, Ltd., a Florida limited partnership ("Oakville Reserve"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. The City and HRN entered into a Development Agreement regarding certain property known as Highland Reserve North (the "Development Agreement"), which was approved by the City Council of City on June 23, 1997 and which was recorded on October 30, 1997, in the Official Records of Placer County as Instrument No. 97-0067515-00.

B. The Highland Reserve North property subject to this First Amendment (the "HRN Property") is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference. The HRN Property is owned by HRN and Oakville Reserve (collectively, the "Landowners").

C. Section 3.C.4.a. of the Development Agreement makes provision for the establishment of "a tiered water system connection fee" to finance the design and construction of a water booster pump station to serve the HRN Property.

D. City and Landowners desire to enter into this First Amendment for the purpose of establishing the tiered water system connection fee.

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

0100 1000 1000 1000

AGREEMENT

NOW, THEREFORE, City, HRN and Oakville Reserve mutually agree as follows:

1. The prior Section 3.C.4.a. of the Development Agreement, page 40 of 59, is superseded and is amended by substitution herewith and Section 3.C.4.a. (Amended 6/99), as set forth below is substituted therefore:

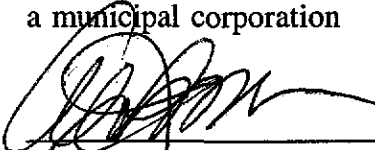
3.C.4.a. Landowners shall pay to the City, at the time of building permit issuance, a tiered water system connection fee (the "HRN Connection Fee") as set forth in Exhibit M, attached hereto and incorporated herein by reference. The purpose of this HRN Connection Fee is to finance the design and construction of the water booster pump station set forth in Section 3.A.5. Landowners shall also pay to the City, at the time of building permit issuance, the standard, City-wide water connection fee for the purpose of financing the storage facilities, treatment facilities and transmission facilities required to meet the needs of the Property. In the event the Placer County Water Agency demands in writing that the City install the booster pump station prior to collection by the City of HRN Connection Fees in an amount sufficient to cover the costs of installing the pump station, HRN shall, within two hundred and seventy (270) days of written demand by City, advance the funds required to meet the shortfall. The amount of such advance funding by HRN shall not exceed the lesser of either the HRN Connection Fees yet to be paid pursuant to this Section 3.C.4.a. or \$199,010.00. With respect to any funds so advanced, HRN shall be entitled to be reimbursed from HRN Connection Fees. Within fifteen (15) days of the end of each quarter (3/31, 6/30, 9/30 and 12/31), City shall provide HRN with a quarterly accounting of all HRN Connection Fees collected during the prior quarter together with payment in the amount of the HRN Connection Fees so collected. All HRN Connection Fees collected by the City following an advance of funds by HRN pursuant to this Section 3.C.4.a. shall be used solely and exclusively to reimburse HRN until all funds advanced by HRN have been fully reimbursed.

2. The property subject to this First Amendment is and shall be the HRN Property (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This First Amendment shall apply to such parcels as their interests appear.


3. 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 Highland Reserve North Specific Plan and the EIR certified by the City of Roseville on May 28, 1997, Resolution 97-125.

Approved and adopted pursuant to Ordinance No. 3375, this 21st day of July, 1999.


CITY OF ROSEVILLE,
a municipal corporation


ALLEN E. JOHNSON
City Manager

ATTEST:


CAROLYN PARKINSON
City Clerk


APPROVED AS TO FORM:



MARK J. DOANE
City Attorney

HIGHLAND RESERVE NORTH L.P.,
a Delaware Limited Partnership

By Richland Norcal, Ltd., a Florida
Limited Partnership, General Partner


By Richland Ventures, Inc.,
a Florida Corporation, General Partner


By: 
Name: Carol Ann Turner
Its: Vice President

By: 
Name: Daniel B Green
Its: Vice President

OAKVILLE RESERVE, L.P.,
a Florida Limited Partnership

By Urban Properties of California, Inc.,
a Florida Corporation, General Partner

By: 
Name: Carol Ann Turner
Its: Vice President

By: 
Name: Daniel B Green
Its: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Florida

County of Hillsborough

On April 30, 1999 before me, Michelle M HACEK
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: 1st Amendment to the Development Agreement

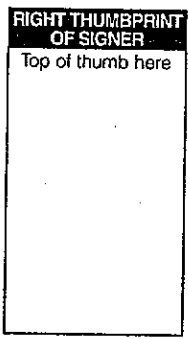
Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Daniel B Green

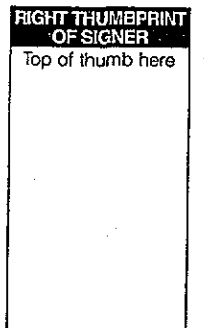
- Individual
- Corporate Officer
Title(s): Vice President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



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 4/29/99 before me, TEIWI BROWN
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Stephen Thurtle
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.

[Signature]
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: 1st Amendment to the Development Agreement

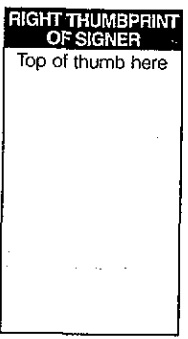
Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen Thurtle

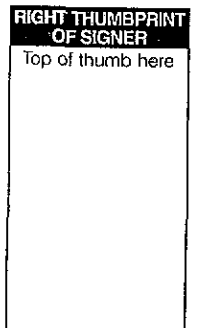
- Individual
- Corporate Officer
Title(s): vice president
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Highland Reserve North NP
Oakville Reserve NP

Signer's Name: _____

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



Signer Is Representing:

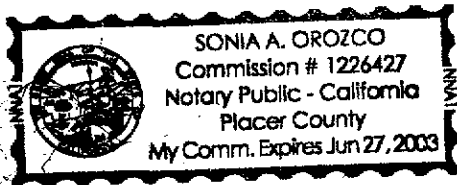
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Placer } ss.

On August 23, 1999, before me, Sonia A. Orozco - Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Allen E. Johnson
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Sonia A. Orozco
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: Highland Reserve North L.P. Amendment Development Agmt.

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____

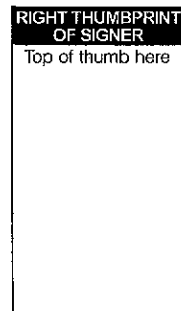


EXHIBIT "A-1"**DESCRIPTION FOR
AMENDMENT TO DEVELOPMENT AGREEMENT**

All that certain real property situate in Section 22, Section 23 and Section 26, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, California and being a portion of Lot 101 and a portion of Lot 34 as said Lots are shown and so designated on that certain plat of "Regional 65 Centre" recorded in Book "R" of Maps, Map No. 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the most Southerly corner common to said Lot 101 and Lot 34, being a point on the Northerly right-of-way of State Highway 65; thence from said point of beginning, along said right-of-way, the following sixteen (16) courses and distances: 1. North53°04' 37"West 401.44 feet; 2. North57°52'25"West 2437.41 feet to a point of curvature; 3. Northwesterly 888.29 feet along the arc of a 1700.00 foot radius curve to the right through a central angle of 29°56'18" and being subtended by a chord which bears North42°54'16"West for a distance of 878.22 feet; 4. North27°56'07"West 417.24 feet; 5. North21°51'01"East 194.08 feet 6. North57°56'07"West, 220.00 feet; 7. South39°45'39"West, 186.68 feet; 8. North89°21'50"West, 719.46 feet to a point of curvature; 9. Northwesterly 205.73 feet along the arc of a 400.00 foot radius curve to the right through a central angle of 29°28'07" and being subtended by a chord which bears North74°37'46" West for a distance of 203.47 feet; 10. North59°53'43"West, 1210.71 feet; 11. North52°11'28" West, 522.22 feet to a point of curvature; 12. Northwesterly 405.17 feet along the arc of a 2000.00 foot radius curve to the right through a central angle of 11°36'26" and being subtended by a chord which bears North46°23'15"West for a distance of 404.48 feet; 13. North40°35'02" West, 476.62 feet to a point of curvature; 14. Northerly 451.06 feet along the arc of a 900.00 foot radius curve to the right through a central angle of 28°42'55" and being subtended by a chord which bears North26°13'34" West for a distance of 446.35 feet; 15. North11°52'07" West, 370.02 feet to a point of curvature; and 16. Northerly 348.49 feet along the arc of a 930.00 foot radius curve to the left through a central angle of 21°28'12" and being subtended by a chord which bears North22°36'13"West for a distance 346.46 feet; thence leaving said right-of way, along the Northerly line of said Lot 101, North89°20'02" East a distance of 460.22 feet, thence North89°29'26" East a distance of 2645.62 feet to the Northerly corner common to aforementioned Sections 22 and 23, thence continuing along said Northerly line, North 89°27'48" East a distance of 2645.10 feet to the North one-quarter (1/4) corner of said Section 23; thence continuing along said Northerly line, South64° 00'43" East a distance of 1956.97 feet to the most Northeasterly corner of said Lot 101, also being a point on the Westerly right-of-way of Stanford Ranch Road; thence along said right-of-way, the following four (4) courses and distances: 1. South21°15'58"West 183.13 feet to a point of curvature; 2. Southerly 1924.22 feet along the arc of an 1856.00 foot radius curve to the left through a central angle of 59°24'06" and being subtended by a chord which bears South08°26'05"East for a distance of 1839.19 feet; 3. South38°08'08"East, 451.97 feet to a point of curvature; and 4. Southerly 1109.72 feet along the arc of a 1744.00 foot radius curve to the right through a central angle of 36°27'27" and being subtended by a chord which bears South19°54'24"East for a distance of 1091.09 feet; thence leaving said right-of-way, South89°48'31"West a distance of 8.41 feet to a point on the proposed right-of-way of Stanford Ranch Road; thence along said proposed right-of-way, South00° 11'29" East a distance of 77.78 feet; thence continuing along said proposed right-of-way, South04°01'52" East a distance of 69.14 feet to a point on the proposed line between said Lots 34 and 101; thence leaving said proposed right-of-way, along said proposed lot line, the following four (4) courses and distances: 1. South89°48'31"West, 230.63 feet; 2. South00°11'29" East, 38.00 feet; 3. South89°48'31" West, 850.23 feet; 4. South00°11'29"East, 482.22 feet to a point on the existing line between said Lots 101 and 34. Thence along said existing lot line, South40°22'31"West a distance of 747.57 feet to the point of beginning. Containing 574.458 acres more or less.

END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

MACKAY & SOMERS CIVIL ENGINEERS, INC.

1376 Lead Hill, Suite 160
Roseville, California 95661-2944

Douglas R. Owyang, L.S. 6048

License Exp. Date: 6-30-01

Date: May 6, 1999



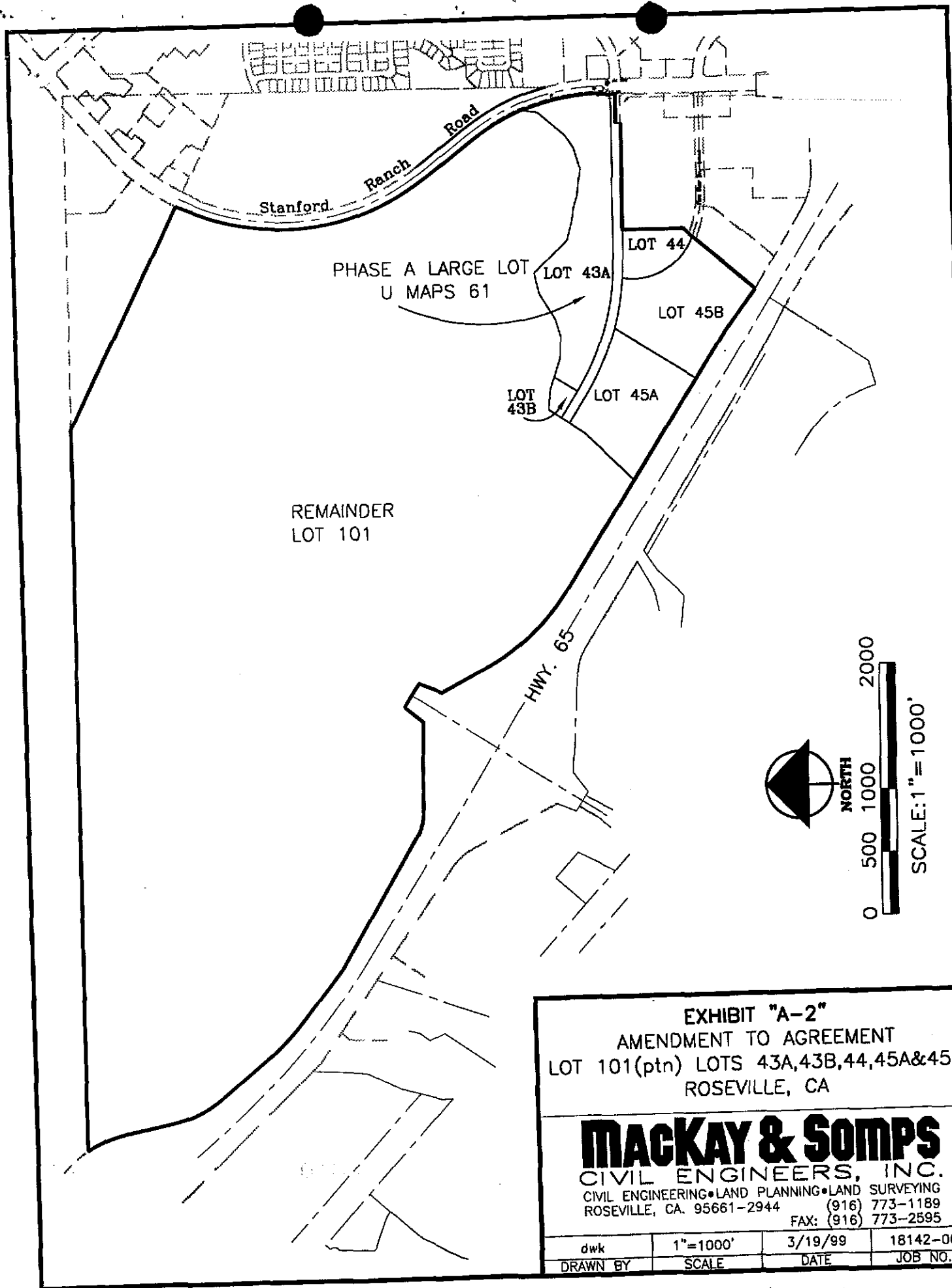


EXHIBIT "A-2"
 AMENDMENT TO AGREEMENT
 LOT 101(ptn) LOTS 43A,43B,44,45A&45B
 ROSEVILLE, CA

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

dwk	1"=1000'	3/19/99	18142-00
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT M

18119-10
MLK
4/20/99

HIGHLAND RESERVE NORTH

Water Fees per Parcel

PHASE I						Average	Average Day	
Specific Plan						Flow	Demand	
Parcel No	Zoning	Density	Acreage	Units	(GPD/AC)	(GPD/AC)	(Gal/Day)	Fee per Parcel
5	LDR	4.50	14.64	65	760	760	49,400	\$ 14,543
6	LDR	4.60	20.05	83	760	760	63,080	18,570
7	LDR	4.00	22.27	96	760	760	72,960	21,478
8	LDR	4.60	20.65	94	760	760	71,440	21,031
9A	LDR	4.15	21.50	104	760	760	79,040	23,268
9B	LDR	3.75	17.38	50	760	760	38,000	11,187
10	LDR	4.40	19.40	85	760	760	64,600	19,017
20	MDR	8.00	14.63	117	425	425	49,725	14,638
31	HDR	18.70	11.77	220	190	190	41,800	12,305
40	CC		14.17		2678	2678	37,950	11,172
43A	CC		20.60		2678	2678	55,170	16,241
43B	CC		1.00		2678	2678	2,680	789
44	CC		3.96		2678	2678	10,600	3,120
45A	CC		14.01		2678	2678	37,520	11,045
45B	CC		15.43		2678	2678	41,320	12,164
46A	CC		9.57		2678	2678	25,630	7,545
46B	CC		10.78		2678	2678	28,870	8,499
46C	CC		16.43		2678	2678	44,000	12,953
60	SCHOOL		10.00		3881	3881	38,810	11,425
TOTAL			278.24	914			852,595	\$ 250,990

PHASE II						Average	Average Day	
Specific Plan						Flow	Demand	
Parcel No	Zoning	Density	Acreage	Units	(GPD/AC)	(GPD/AC)	(Gal/Day)	Fee per Parcel
1A	LDR	4.75	16.70	79	760	760	60,040	\$ 17,675
1B	LDR	4.75	22.75	108	760	760	82,080	24,163
2	LDR	4.75	31.77	151	760	760	114,760	33,784
3A	LDR	4.75	9.41	44	760	760	33,440	9,844
3B	LDR	4.75	18.90	89	760	760	67,640	19,912
4	LDR	4.75	28.54	135	760	760	102,600	30,204
30	HDR	18.00	13.90	250	190	190	47,500	13,983
41	CC		12.39		2678	2678	33,180	9,768
42A	CC		18.26		2678	2678	48,900	14,395
42B	CC		3.75		2678	2678	10,040	2,956
47A	CC		9.44		2678	2678	25,280	7,442
47B	CC		9.50		2678	2678	25,440	7,489
47C	CC		9.38		2678	2678	25,120	7,395
TOTAL			204.69	856			676,020	\$ 199,010

GRAND TOTAL	482.93	1770	1,528,615	\$ 450,000
--------------------	---------------	-------------	------------------	-------------------

Summary

Total Estimated Improvement Cost	\$ 450,000
Total Estimated Demand(gal/day)	1,528,615
Cost per gal/day	\$ 0.29

ORDINANCE NO. 3375

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE
HIGHLAND RESERVE NORTH L.P. AND OAKVILLE RESERVE, LTD., 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 First Amendment to Development Agreement with the Highland Reserve North L.P. and Oakville Reserve, Ltd., to alter and clarify provisions in the existing Development Agreement relating to the construction of an interim fire station.

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

1. The First 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 Highland Reserve North Specific Plan;
2. The First Amendment to 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;
3. The First Amendment to Development Agreement is in conformity with public convenience, general welfare and good land use practice;
4. The First Amendment to 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 Development Agreement will not be detrimental to the orderly development of property or the preservation of property within the City of Roseville;
6. The development permitted by the First Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the First Amendment to Development Agreement.

SECTION 3. The First Amendment to Development Agreement by and between the Highland Reserve North L.P., Oakville Reserve, 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 First 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.

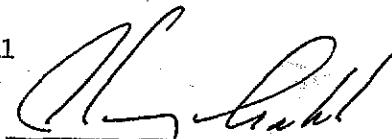
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 21st day of July, 1999, by the following vote on roll call:

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

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Dan Goodhall



MAYOR

ATTEST:



City Clerk

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

ATTEST:
City Clerk of the City of Roseville, California


DEPUTY CLERK