# Exempt from recording feet aureuent to Govt. Code 27368

Recording Requested by City of Roseville

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



PLACER, County Recorder
JIM MCCAULEY Co Recorder Office
DOC- 2000-0019534

Monday, MAR 27, 2000 08:34:54

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Ninth 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

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CITY OF ROSEVILLE

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Record and When
Recorded Return Original to:

City Clerk
City of Roseville
311 Vernon Street, Room 208
Roseville, CA 95678

NINTH 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

(Parcels 43, 48a, 49a, 55a, 61 and 65)

THIS NINTH 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 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.
- 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. 99-0020245.
- H. 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.
- I. On , 1999, City and Richland by Ordinance No. , entered into the Eighth Amendment of the Development Agreement (the "Eighth Amendment"). The Eighth Amendment was recorded on N/A , 1999, in the Official Records of Placer County as Instrument No. N/A As of effective date of this agreement, the 8th amendment has not yet been adopted by the City.
- J. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.
- K. The property subject to this Amendment, North Central Roseville Specific Plan ("NCRSP") Parcels 43, 48a, 49a, 61 and 65 (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 2.A.1. of the Development Agreement, page 7 of 53, is superseded and is amended and substituted herewith and Section 2.A.1. (amended 3/00), 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 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: 81.03 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 3,244 dwelling units for residential use, all as set forth on Exhibit B and C. Such uses shall be 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 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.

- 2. The prior Section 3.A.2. of the Development Agreement, page 18 of 53, is superseded and is amended by substitution herewith and Section 3.A.2. as set forth below is substituted therefore:
  - 3.A.2. Fire Station Site. Landowner, upon demand of City shall convey to City a parcel of 3.1 acres, more or less, shown as Parcel 65 on Exhibit B, for the purposes of constructing a Fire Station. In the event the City constructs the access road from Pleasant Grove Boulevard to the Fire Station site, Landowner shall, prior to issuance of a building permit for a structure on Parcel 43, reimburse City the costs actually incurred by the City in constructing that portion of the access road (consisting of curb, gutter and pavement) that fronts on Parcel 43 on a pro rata basis, said pro rata share not to exceed \$16,000.00. In the event that Landowner, prior to the conveyance of Parcel 65 to the City, desires to move the fire station site to another location fronting on or set back from Pleasant Grove Boulevard north of Roseville Parkway, City agrees to use its best efforts to assist Landowner in finding an alternative site that meets City locational requirements, such requirements to be as determined by City in the exercise of City's reasonable discretion.

3. The prior Section 3.A.3.a. of the Development Agreement, pages 18-19 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.
- (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) [Deleted]
- (v) A 2.9-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 20.8-acre, more or less, portion of its property for the purposes 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.
- (xi) 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 a residential street right-of-way together with related slope, bike trail and public utility easements across lower watershed Parcel 84 for the purpose of providing a roadway connection between Parcels 18A/18B and Parcel 18C as shown on Exhibit M. If future roadway configurations require such right-of-way and related easements be relocated, Landowner acknowledges that City approval and an abandonment procedure will be required. In addition, City agrees to provide a residential street right-of-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 constructing the roadway connections across lower watershed Parcel 84 described above, together with any related mitigation obligations, are the responsibility of Landowner.

- (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 Development Agreement, page 21 of 53, is amended herewith to add a new Section 3.A.13 as set forth below:
  - 3.A.13 Payment in Lieu of Dedication of Parcel 55a. In lieu of dedication of Parcel 55a, Landowner, contingent upon receiving approval from City o Ian use entitlements for Community Commercial zoning and land use designations on Parcel 55a, shall maintain ownership of Parcel 55a and shall pay to City the sum of \$800,000.00, payable the earlier of (1) twelve (12) months from the date of approval of the Amendment to the Development Agreement permitting this payment in lieu of dedication, or (2) December 31, 2000. City shall utilize said payment in lieu of dedication to help construct park improvements to Parcel 56.
- 5. The prior Section 3.G.2.g of the Development Agreement, page 41 of 53, is superseded and is amended by substitution herewith and Section 3.G.2.g as set forth below is substituted therefore:
  - 3.G.2.g. Maintain turf and landscaping on Parcels 50A, 50B, 50C, 50D, 52, 53, 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.

- 6. The prior Exhibit A-1 (Parcel 43), page 30 of 76, is superseded and amended by substitution herewith and Exhibit A-1, page 30 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 7. The prior Exhibit A-1 (Parcel 48a), page 33 of 76, is superseded and amended by substitution herewith and Exhibit A-1, page 33 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 8. The prior Exhibit A-1 (Parcel 49a), page 34 of 76, is superseded and amended by substitution herewith and Exhibit A-1, page 34 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 9. The prior Exhibit A-1 (Parcel 61), page 45 of 76, is superseded and amended by substitution herewith and Exhibit A-1, page 45 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 10. The prior Exhibit A-1 (Parcel 55A), page 71 of 74, is superseded and amended by substitution herewith and Exhibit A-1, page 71 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 11. The prior Exhibit A-1 (Parcel 65), page 76 of 76, is superseded and amended by substitution herewith and Exhibit A-1, page 76 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 12. The Development Agreement is amended herewith to add Exhibit A-1 (Parcel 43a), page 77 of 77, attached hereto and incorporated by reference.
- 13. The prior Exhibit A-2 (Parcel 43), page 30 of 74, is superseded and amended by substitution herewith and Exhibit A-2, page 30 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 14. The prior Exhibit A-2 (Parcel 48a), page 33 of 76, is superseded and amended by substitution herewith and Exhibit A-2, page 33 of 77, attached hereto and incorporated by reference, is substituted therefore,
- 15. The prior Exhibit A-2 (Parcel 49a), page 34 of 76, is superseded and amended by substitution herewith and Exhibit A-2, page 34 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 16. The prior Exhibit A-2 (Parcel 61), page 45 of 76, is superseded and amended by substitution herewith and Exhibit A-2, page 45 of 77, attached hereto and incorporated by reference, is substituted therefore.

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- 17. The prior Exhibit A-2 (Parcel 55a), page 71 of 74, is superseded and amended by substitution herewith, and Exhibit A-2, page 71 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 18. The prior Exhibit A-2 (Parcel 65), page 76 of 76, is superseded and amended by substitution herewith and Exhibit A-2, page 76 of 77, attached hereto and incorporated by reference, is substituted therefore.
- 19. The Development Agreement is amended herewith to add Exhibit A-2 (Parcel 43a), page 77 of 77, attached hereto and incorporated by reference.
- 20. 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 9/99), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.
- 21. The prior Exhibit C (Table of Land Uses) to the Development Agreement, page I of 1, is superseded and is amended by substitution herewith and Exhibit C (Table of Land Uses 9/99), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.
- 22. The property subject to this Ninth Amendment is and shall be Parcels 43, 43a, 48a, 49a, 55a, 61 and 65 of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Ninth 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 Ninth 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).
- 23. All provisions of the Development Agreement not otherwise inconsistent with this Ninth Amendment, are and shall remain in full force and effect, including but not limited to, payment for construction of all electric facilities, both on and off-site, in accordance with the City of Roseville Electric Department Specifications for commercial construction. Such provisions are herewith reenacted, readopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Ninth 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 No3469 this 15th day of March 2000.

CITY:

CITY OF ROSEVILLE, a municipal corporation

BY:

ALLEN E JOHNSON

City Manager

APPROVED AS TO FORM:

BY:

MARK J. DOANE

City Attorney

ATTEST:

BY:

CAROLYN PARKINSON

City Clerk

RICHLAND:

RICHLAND IRVINE, INC.,

a Florida corporation

BY:

Its: Vice President

and

BY:

Its: President

COUNTY OF PLACER	: ss.		
On this 5 day of 70 Notary Public in and for so personally known to me (or person(s) whose names is/at that he/she/they executed	re subscribed to to	the sacistactory	evidence) to be the

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.

STATE OF CALIFORNIA

Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Wavel.

Date of Document 3.10. 2000

Acknowledgment - All Purpose

STAT	E OF CALIFOR	NIA }		
		} ss.		
COU	NTY OF SACRA	MENTO }		
On	2-3-00	, before me, _	L. A. BLASQUEZ	, a Notary Public, personally appeared
				ally known to me (or proved to me on the basis of
me tha	at he/she/they exc	ecuted the same in h	is/her/their authorized car	eribed to the within instrument and acknowledged to pacity(ies), and that by his/her/their signature(s) on person(s) acted, executed the instrument.
	•			
WIIN	ESS my hand an	d official seal.		•
Signat	ure <u>lak</u>	blasques		L. A. BLASQUEZ Comm. # 1148539 NOTARY PUBLIC-CALIFORNIA Sacramento County My Comm. Expires Aug. 22, 2001

# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California	
County of <u>Cleange</u>	<b>SS.</b>
1.0	
on Feb. 8, 2000 , before me. J	Sandra S. Seinel Totaly fully Name and Type of Officer (e.g., "Jane Boe, Notary Public")  Name (s) of Signer(s)
Date	Name and Tyle of Officer (e.g., "Jane Doe, Notary Public")
personally appeared	Name(S) of Signer(S)
U	□ 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/ber/their authorized
	capacity(ies), and that by his/ber/their
SANDRA L LEIPER	signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
Commission # 1183489  Notary Public - California	acted, executed the instrument.
Orange County 7	WITNESS my band and official roal
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Place Notary Seal Above	Signature of receipt a date
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	law, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Description of Attached Document	
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Document Date.	Number of Pages.
Signer(s) Other Than Named Above:	- of Xasevelle, Steplew heert
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☐ Attorney in Fact	
☐ Trustee☐ Guardian or Conservator	. 1
Other:	
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Signer Is Representing: Tud land	were, where

# **DESCRIPTION FOR PARCEL 43**

All that certain real property situate in a portion of Lot 43, as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the most Easterly corner of said Lot 43; thence from the True Point of Beginning North 58°36'24" West a distance of 819.87 feet to a curve to the left having a radius of 400.00 feet through a central angle of 28°09'50" with an arc length of 196.62 feet; subtended by a chord which bears North 72°41'19" West for a distance of 194.65 feet; thence North 86°46'14" West a distance of 716.12 feet; thence South 52°59'49" West a distance of 209.99 feet; thence South 39°59'37" West a distance of 371.44 feet; thence South 26°10'00" West a distance of 134.62 feet; thence North 65°51'02" West a distance of 22.62 feet to a curve which tangent bears South 24°08'30" West; thence along said curve to the left having a radius of 62.00 feet through a central angle of 92°48'28" with an arc length of 100.43 feet; subtended by a chord which bears South 22°15'44" East for a distance of 89.80 feet; thence South 21°20'02" West a distance of 60.00 feet to a curve which tangent bears South 69°12'12" East; thence along said curve to the left having a radius of 539.93 feet through a central angle of 37°09'59" with an arc length of 350.24 feet; subtended by a chord which bears South 87°47'12" East for a distance of 344.13 feet to a curve which tangent bears North 73°24'29" East; thence along said curve to the left having a radius of 529.00 feet through a central angle of 12°26'43" with an arc length of 114.90 feet; subtended by a chord which bears North 67°11'08" East for a distance of 114.68 feet to a curve to the right having a radius of 471.00 feet through a central angle of 32°15'59" with an arc length of 265.25 feet; subtended by a chord which bears North 77°05'46" East for a distance of 261.76 feet; thence South 22°29'54" East a distance of 215.15 feet; thence North 67°30'06" East a distance of 360.90 feet; thence South 83°27'17" East a distance of 558.67 feet; thence North 78°12'30" East a distance of 150.23 feet; thence North 60°56'26" East a distance of 288.66 feet to the point of beginning. Containing 23.254 acres of land, more or less.

# END OF DESCRIPTION

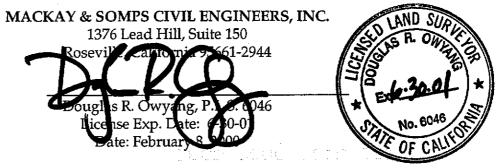
## DISCLAIMER

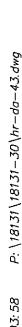
The Real Property described is proposed in conjunction with a Tentative Map on file with the City of Roseville, Planning Department.

Any other uses are Strictly Prohibited.

The Real Property described hereon may not be used in any conveyance.

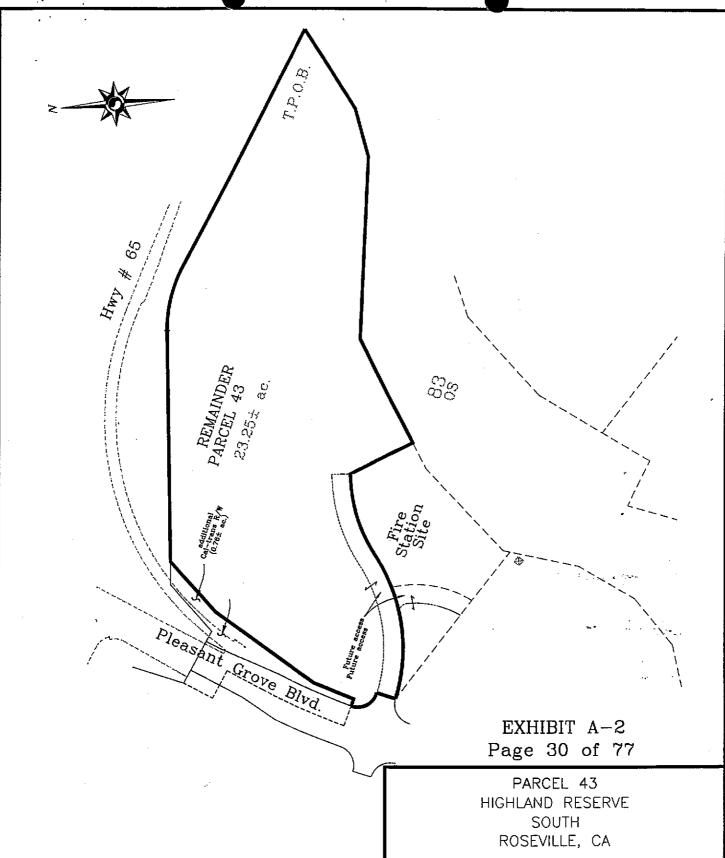
# **DESCRIPTION PREPARED BY:**







2-08-2000



This plc: is provided for the express purpose of delineating Reol Property subject to the provisions of the HIGH\_AND RESERVE DEVELOPMENT AGREEMENT as such property is shown on the Highland Reserve Tentative Subdivision Map approved by the City of Roseville on 19— Any other use is strictly prohibited. In particular, this plat is not intended for and may not be used for purposes of conveyance of the Real Property delineated herein.

CIVIL ENGINEERS, INC. CIVIL ENGINEERING LAND PLANNING LAND SURVEYING ROSEVILLE, CA. 95661-2944 (916) 773-1889 (916) 773-1189 FAX: (916) 773-2595

dro	1"=300'	5-18-99	18131-30	
DRAWN BY	SCALE	DATE	JOB NO	

# **DESCRIPTION FOR PARCEL 48a**

All that certain real property situate in a portion of Lot 48, as shown on the Regional 68 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at a point on the Easterly line of said Lot 48 bearing South 32°03'53" West a distance of 98.44 feet from the intersection of the right-of-ways of Highway 65 Bypass and Pleasant Grove Boulevard as shown on said map; thence from the TRUE POINT OF BEGINNING South 32°03'53" West a distance of 81.44 feet; thence South 38°32'59" West a distance of 120.00 feet to a curve which tangent bears South 29°55'12" West; thence along said curve to the left having a radius of 2065.00 feet through a central angle of 06°06'25" with an arc length of 220.10 feet; subtended by a chord which bears South 26°51'59" West for a distance of 220.00 feet to a curve to the right having a radius of 62.00 feet through a central angle of 41°51'13" with an arc length of 45.29 feet; subtended by a chord which bears South 44°44'23" West for a distance of 44.29 feet; thence North 48°05'11" West a distance of 1836.64 feet; thence North 18°44'23" East a distance of 938.82 feet; thence South 55°16'51" East a distance of 231.45 feet; thence South 55°16'51" East a distance of 842.22 feet; thence South 33°30'37" East a distance of 208.67 feet; thence South 26°43'22" East a distance of 216.15 feet; thence South 22°50'33" East a distance of 202.31 feet; thence South 40°21'06" East a distance of 237.07 feet; thence South 27°28'16" East a distance of 133.84 feet; thence South 21°35'38" West a distance of 165.24 feet; thence South 32°03'23" West a distance of 98.44 feet; thence South 57°56'07" East a distance of 44.99 feet to the POINT OF BEGINNING.

Containing 39.288 acres of land, more or less.

# END OF DESCRIPTION

# DISCLAIMER

The Real Property described is proposed in conjunction with a Tentative Map on file with the City of Roseville, Planning Department.

Any other uses are Strictly Prohibited.

The Real Property described hereon may not be used in any conveyance.

# DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Lead Hill, Suite 150

Rober Ne, Caldronn 95661-2944

Douglas R. Dwyant, P.L.S. 6046

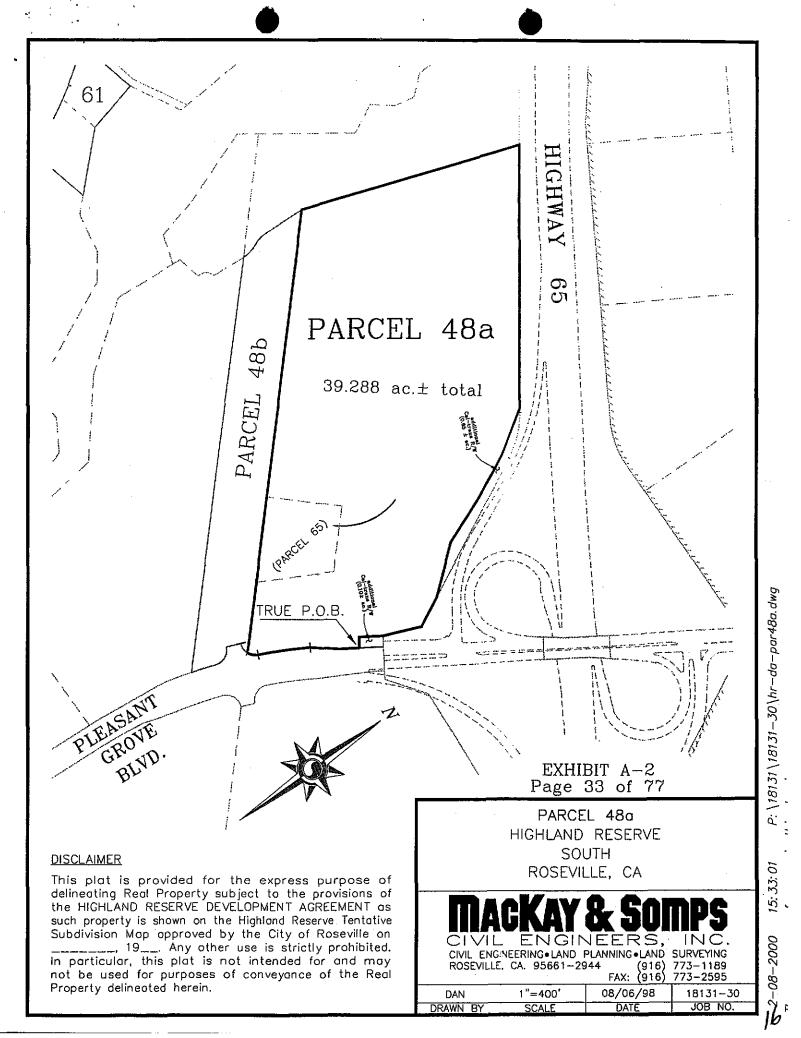
License Exp. Date: 6 30-01

Date: February 2, 2000

Exhibit A-1

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15



# **DESCRIPTION FOR PARCEL 49a**

All that certain real property being all of Lot 49a, as shown on the Highland Reserve Phase No. 1 Large Lot Subdivision map, as filed for record in Book "T" of Maps, at Page 79 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 49a and being the TRUE POINT OF BEGINNING; thence South 89°56'30" East a distance of 85.00 feet; to a curve which tangent bears North 82°12'03" East; thence along said curve to the right having a radius of 1100.00 feet through a central angle of 53°14'52" with an arc length of 1022.28 feet; subtended by a chord which bears South 71°10'31" East for a distance of 985.89 feet; thence South 44°33'05" East a distance of 1477.73 feet; thence South 02°40'16" West a distance of 396.81 feet; thence South 09°47'49" West a distance of 41.37 feet; thence South 24°33'22" West a distance of 300.35 feet; thence South 15°13'02" West a distance of 153.33 feet; thence North 48°05'11" West a distance of 2520.96 feet; thence North 01°13'50" East a distance of 545.66 feet to the POINT OF BEGINNING.

Containing 46.47 acres of land, more or less.

# END OF DESCRIPTION

# DISCLAIMER.

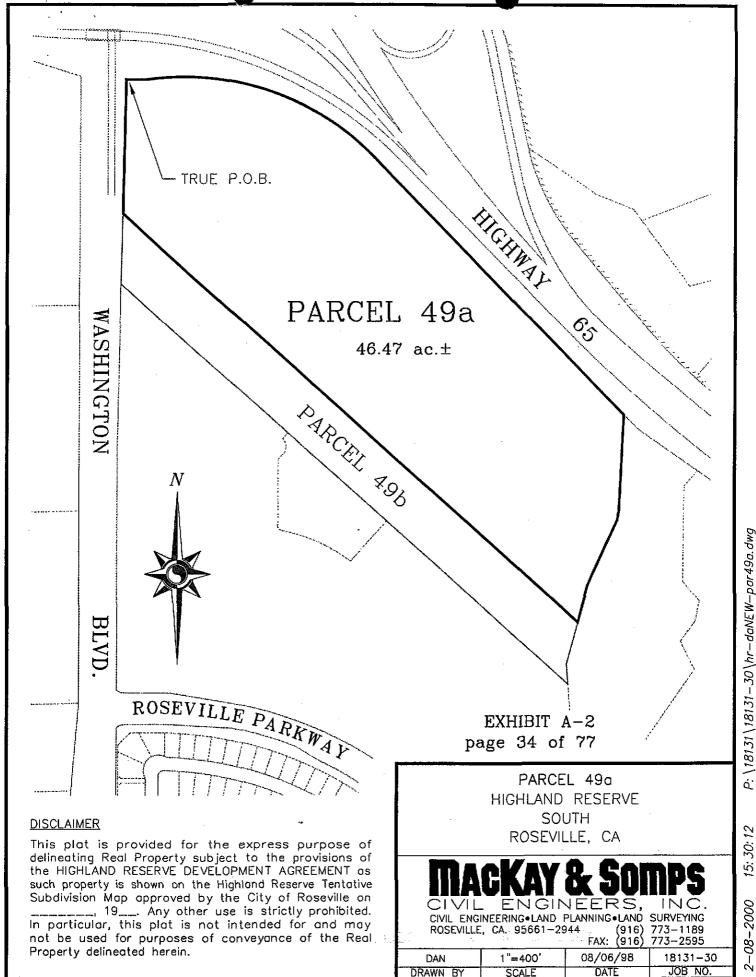
The Real Property described is proposed in conjunction with a Tentative Map on file with the City of Roseville, Planning Department. Any other uses are Strictly Prohibited. The Real Property described hereon may not be used in any conveyance.

# **DESCRIPTION PREPARED BY:**

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

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# HIGHLAND RESERVE PARCEL 55A PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 48, as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the northerly corner of said Lot 48; thence from the TRUE POINT OF BEGINNING South 55°16′51″ East a distance of 508.55 feet; thence South 18°44′23″ West a distance of 938.82 feet; thence South 02°13′11″ West a distance of 174.25 feet to a curve to the left having a radius of 160.00 feet through a central angle of 26°16′14″ with an arc length of 73.36 feet; subtended by a chord which bears South 10°54′56″ East for a distance of 72.72 feet to a curve to the right having a radius of 140.00 feet through a central angle of 26°49′10″ with an arc length of 65.53 feet; subtended by a chord which bears South 10°38′28″ East for a distance of 64.94 feet; thence North 48°05′11″ West a distance of 503.73 feet; thence North 34°36′50″ East a distance 398.96 feet; thence North 26°38′02″ West a distance of 131.32 feet; thence North 36°32′29″ East a distance of 103.61 feet; thence North 12°04′19″ East a distance of 84.16 feet; thence North 40°56′44″ West a distance of 103.05 feet; thence North 00°32′19″ East a distance of 396.92 feet; thence North 40°36′58″ East a distance of 86.33 feet to the TRUE POINT OF BEGINNING.

Containing 9.85 acres of land, more or less.

# END OF DESCRIPTION

## DISCLAIMER

This description is expressly for describing Real Property for rezoning only. The Real Property described is proposed in conjunction with a Tentative Map on file with the City of Roseville, Planning Department. Any other uses are Strictly Prohibited. The Real Property described heron may not be used in any conveyance.

# DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Lead Hill Blvd., Suite 150
Roseville, California 95661 2944

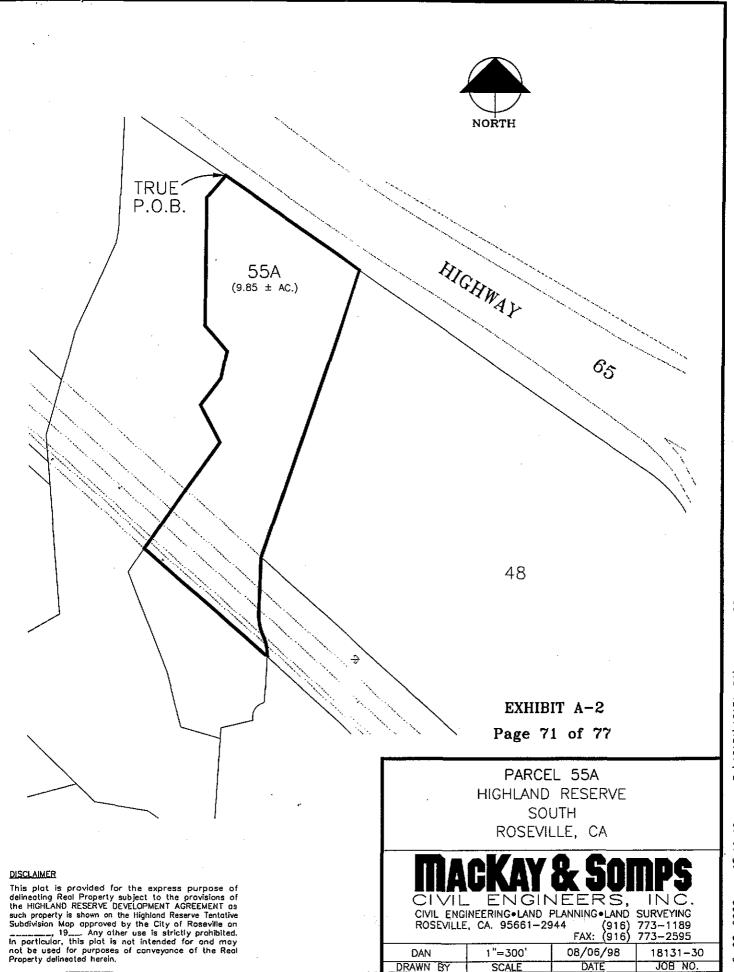
Doublas R. Owyang, P.L. 1. 6046
License Expiration Date: -30-01

Date: February 8, 2000

No. 6046

No. 6046

Exhibit A-1 Page 71 of 77



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# **DESCRIPTION FOR PARCEL 61**

All that certain real property being all of Lot 61, as shown on the Highland Reserve Phase No. 1 Large Lot Subdivision map, as filed for record in Book "T" of Maps, at Page 79 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 61 and being THE TRUE POINT OF BEGINNING; thence North 75°23'53" East a distance of 257.98 feet; thence South 14°36'07" East a distance of 220.57 feet; thence South 45°12'59" East a distance of 280.43 feet; thence South 75°23'53" West a distance of 264.07 feet to a curve which tangent bears North 22°41'48" West; thence along said curve to the left having a radius of 1650.00 feet through a central angle of 16°47'15" with an arc length of 483.44 feet; subtended by a chord which bears North 31°05'25" West for a distance of 481.71 feet to the POINT OF BEGINNING.

Containing 2.28 acres of land, more or less.

# END OF DESCRIPTION

## DISCLAIMER

The Real Property described is proposed in conjunction with a Tentative Map on file with the City of Roseville, Planning Department.

Any other uses are Strictly Prohibited.

The Real Property described hereon may not be used in any conveyance.

# DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

ough's R. Owyang,

ate: February 8, 200

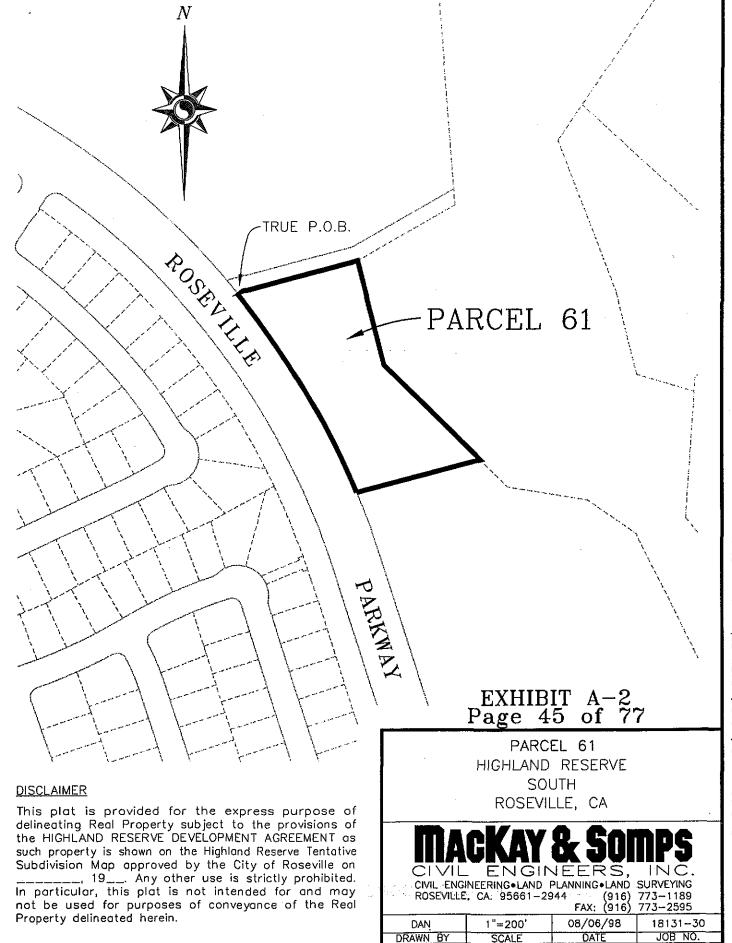
\* EXG-30-01 \*

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2)

# DESCRIPTION FOR PARCEL 65 (FIRE STATION)

All that certain real property situate in a portion of Lot 43, as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at a point bearing South 72°29'27" West a distance of 1727.79 feet from the most Easterly corner of said Lot 43; thence from the TRUE POINT OF BEGINNING North 48°04'21" West a distance of 191.13 feet; to a curve which tangent bears North 35°56'53" East; thence along said curve to the left having a radius of 329.00 feet through a central angle of 44°36'00" with an arc length of 256.10 feet; subtended by a chord which bears North 13°38'53" East for a distance of 249.68 feet to a curve which tangent bears North 73°24'29" East; thence along said curve to the left having a radius of 529.00 feet through a central angle of 12°26'43" with an arc length of 114.90 feet; subtended by a chord which bears North 67°11'08" East for a distance of 114.68 feet to a curve to the right having a radius of 471.00 feet through a central angle of 32°15'59" with an arc length of 265.25 feet; subtended by a chord which bears North 77°05'46" East for a distance of 261.76 feet; thence South 22°29'54" East a distance of 215.15 feet; thence South 67°30'06" West a distance of 90.51 feet; thence South 50°54'39" West a distance of 348.49 feet; thence South 16°02'35" West a distance of 20.94 feet to the point of beginning.

Containing 3.061 acres of land, more or less.

# **END OF DESCRIPTION**

#### DISCLAIMER

The Real Property described is proposed in conjunction with a Tentative Map on file with the City of Roseville, Planning Department.

Any other uses are Strictly Prohibited.

The Real Property described hereon may not be used in any conveyance.

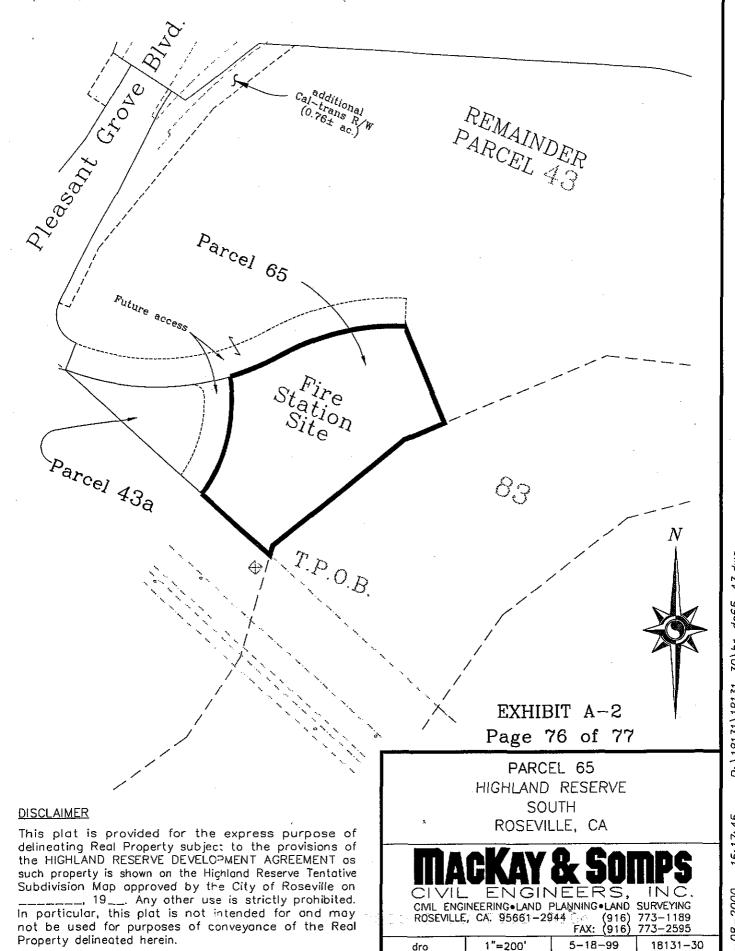
# **DESCRIPTION PREPARED BY:**

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Lead Hill, Suite 150
Roseville Cambonia 95661 2944

Douglas R. Owyang P.L.S. 046
License Exp. Date: 6-50-0
Date: February 8, 260

EXHBIT A-1 Page 76 Of 77



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SCALE

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JOB NO.

# **DESCRIPTION FOR PARCEL 43a**

All that certain real property situate in a portion of Lot 43, as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at a point bearing South 77°38'38" West a distance of 1832.384 feet from the most Easterly corner of said Lot 43; thence from the TRUE POINT OF BEGINNING thence North 48°04'21" West a distance of 383.01 feet; thence North 21°20'02" East a distance of 1.00 feet to a curve which tangent bears South 68°39'58" East; thence along said curve to the left having a radius of 529.00 feet through a central angle of 37°55'33" with an arc length of 350.16 feet; subtended by a chord which bears South 87°37'45" East for a distance of 343.80 feet to a curve which tangent bears South 083°9'07" East; thence along said curve to the right having a radius of 329.00 feet through a central angle of 44°36'00" with an arc length of 256.10 feet; subtended by a chord which bears South 13°38'53" West for a distance of 249.68 feet to the point of beginning.

Containing 0.91 acres of land, more or less.

# **END OF DESCRIPTION**

# DISCLAIMER

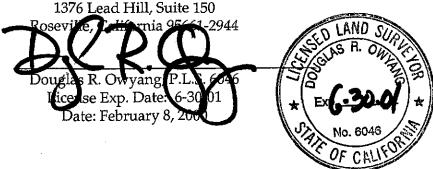
The Real Property described is proposed in conjunction with a Tentative Map on file with the City of Roseville, Planning Department.

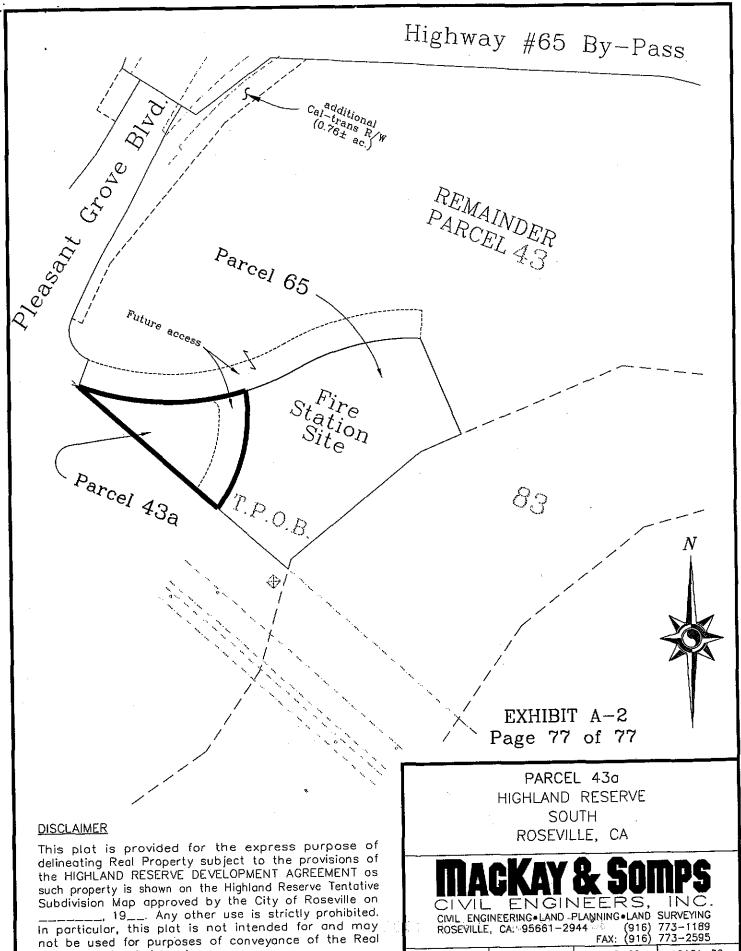
Any other uses are Strictly Prohibited.

The Real Property described hereon may not be used in any conveyance.

# **DESCRIPTION PREPARED BY:**

MACKAY & SOMPS CIVIL ENGINEERS, INC.





Property delineated herein.

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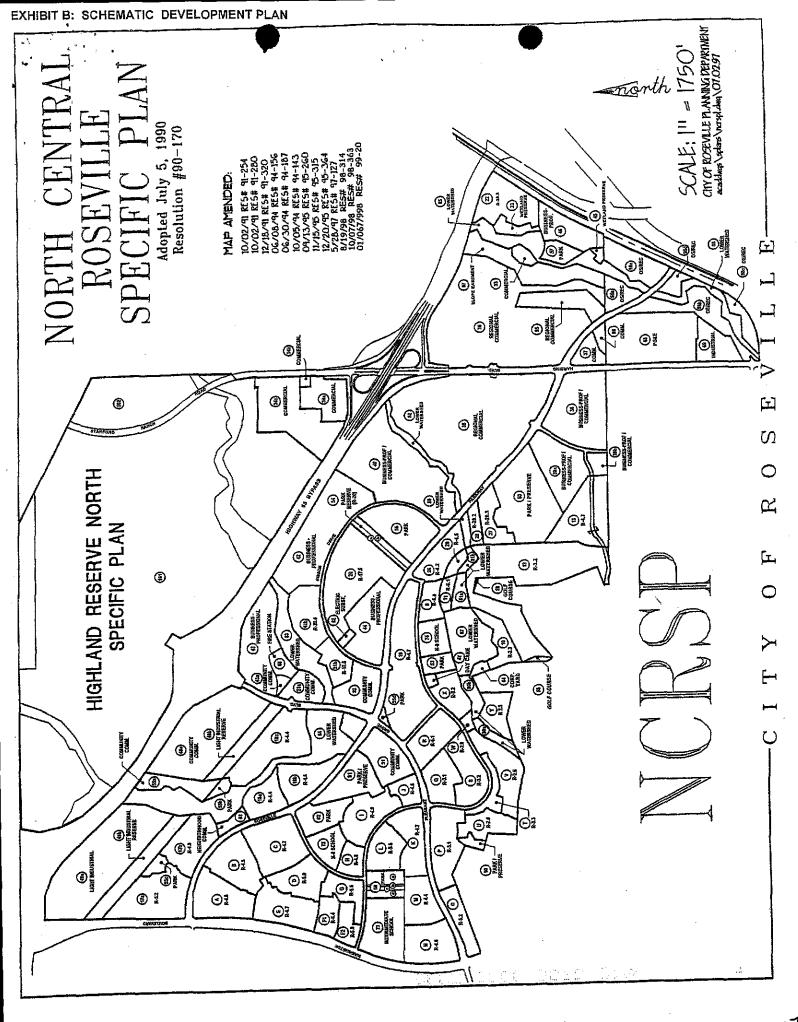
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SCALE

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a serient		and the second		Note Resid				fa materia
Parcel	Land Use	Acres	Units	Parcel	Land Use	Acres 8.66	Units	
A	R-4.8	16.6	79	21A	COMMUNITY COMERCIAL WETLAND PRESERVE	4.50		
В	R-4.5	1,6.3	73 94	23 31	COMMUNITY COMMERCIAL	13.96		
Ç	R-4.7 R-5.0	19.9 12.6	63	32	COMMUNITY COMMERCIAL	11.70		
D E	R-4.7	15.5	73	33	COMMERCIAL	2.60		
FL	R-6.4	5.96	38	34A	COMMERCIAL COMMERCIAL	13.27 1.16		
F2	R-5.8	6.09	35	34B		27.04		
G	R-5.6	8.65	48	34C	COMMERCIAL REGIONAL COMMERCIAL	94.19		
H	R-4.8	6.16	29	35	REGIONAL COMMERCIAL	94.70		
1	R-4.9	15.4	75	36	COMMERCIAL	5.30	•	
J	R-4.6	5.9	27	37	BUSINESS PROF/COMMERCIAL	29.54		
K	R-4.7	14.6	68	38	BUSINESS PROF/COMMERCIAL	19.33		
L	R-5.5	11.1	61	39A 39B	BUSINESS PROF/COMMERCIAL	2.98		
M	R-4.4	10.2	45	39B 40	BUSINESS PROF/COMMERCIAL	50.03		
N	R-4.6	16,9	78 24	41	BUSINESS PROF/COMMERCIAL	3,48		
0	R-3.2	7.5	50	42A	BUSINESS PROFESSIONAL	36.55		
P	R-3.1	16.3 11.5	36	43	BUSINESS PROFESSIONAL	23.25		
Q	R-3.1	11,3	.50	43A	COMMUNITY COMMERCIAL	0.91		*
	R-6.1	12.9	79	44	BUSINESS PROFESSIONAL	20.44		
R	R-3.2	10.5	34	45	WETLAND PRESERVE	1.10		
S T	R-3.2	11.8	39	46	BUSINESS PROFESSIONAL	13.20		
U	R-2.6	9.9	26	47	DAYCARE CENTER	1.09		•
v	R-2.6	15.4	40	48A	COMMUNITY COMMERCIAL	39.29		-
w	R-2.9	1.7	5	48B	LIGHT INDUSTRIAL RESERVE	8.87		
x	R-3.2	9.6	31	49A	LIGHT INDUSTRIAL	46.47		
Y	R-2,3	8.3	19	49B	LIGHT INDUSTRIAL RESERVE	14.42		
9	R-6.0	6,33	38	50A	PARK	4.50		
10	R-2.3	8.53	20	50B	PARK	0.21	-	100
11	R-6.1	3,42	21	50C	PARK	1.00		
12	R-3.2	51.02	165	50D	PARK	2.25 10.10		
13	R-4.7	19.29	90	52	PARK	4.50		
17A	R-5.2	23.19	119	53	PARK	2.14		
17B	R-4.9	22.06	106	54A	PARK	3.26		
18A	R-4.4	U	48	54B	PARK COMMUNITY COMMERCIAL	9.85		
18B	R-4.6	11.76	53	55A		2.87		
18C	R-4.4	26.57	116	55B	PARK	2,88		
19	R-4.7	35.48	165	55C	PARK PARK	0.88		
20	R-17.5	34.42	602	55D	PARK.	20.80		
21B	R-17.5	8.56	149	56 57	PARK	5.40		
22	R-20.3	16.75	340 45	58	GOLF COURSE	0.13		
26	R-4.2	10.86 8.59	174	59	GOLF COURSE	0.75		
27	R-20.3	3.58	72	61	NEIGHBORHOOD COMMERCIAL	2.28		
28	R-20.2 R-4.5	2,43	11	62	ELECTRICAL SUBSTATION	1,17		•
29 42B	R-20	15	300	63	PG&E	31.54		
4213	K-20		•	64	CORPORATION YARD	1.46		
•				65	FIRE STATION	3.06		
				69	INDUSTRIAL	10.00		
				72	K-6 SCHOOL	8.00		•
				73	INTERMEDIATE SCHOOL	- 18.42		
				74	K-6 SCHOOL	8.00 3.60		
				80A	LOWER WATERSHED	3.99		
				80B	LOWER WATERSHED	3.83		
				81A	LOWER WATERSHED	1.63		
				81B	LOWER WATERSHED	6.13		
				82	LOWER WATERSHED LOWER WATERSHED	16.30		
				83	LOWER WATERSHED	37.64		
				84	LOWER WATERSHED	11.90		
				85	LOWER WATERSHED	1.98		
				86 87	LOWER WATERSHED	18.03		
				88	LOWER WATERSHED	11.80		
				90	PARK/RESERVE	1.81		
				191	PARK/RESERVE	13.67		
				193	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	17.30 95.63		
					RIGHT OF WAY	1726,41	AC 3,903 DU	
					TOTAL	1,24,41		

2

# ORDINANCE NO. 3469

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A NINTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE
RICHLAND IRVINE, INC., 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 Ninth Amendment to Development Agreement with the Richland Irvine, Inc., to alter and clarify provisions in the existing Development Agreement relating to North Central Roseville Specific Plan (Parcels 43, 48a, 49a, 55a, 61 and 65).

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

- 1. The Ninth 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 Ninth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
- 3. The Ninth Amendment to Development Agreement is in conformance with public health, safety and welfare;
- 4. The Ninth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- 5. The Ninth Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Ninth Amendment to Development Agreement.
- SECTION 3. The Ninth Amendment to Development Agreement by and between the Richland Irvine, Inc. 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 Ninth 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.

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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  $\underline{9th}$  day of February , 2000 , by the following vote on roll call:

**AYES** 

**COUNCILMEMBERS:** 

Earl Rush, Dan Goodhall, Claudia Gamar, Randolph Graham,

Harry Crabb

NOES

**COUNCILMEMBERS:** 

None

**ABSENT** 

**COUNCILMEMBERS:** 

None

**MAYOR** 

ATTEST:

The foregoing instrument is a correct copy of the ericinal on life in the City Clerks Department.

ATTEST:

2012 of the City of Supplies, Calif

EPUTY CLERK

ON 3469

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