Exempt from recording fees pursuant to Govt. Code 2738

> Recording Requested by City of Roseville

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

MPIA

PLACER, County Recorder JIM MCCAULEY Co Recorder Office DOC- 2000-0044211

Wednesday, JUN 21, 2000 13:46:25 NOC \$0.00:

Ttl Pd \$0.00 odt/R1/1-15

RE: Eight 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

OCT 0 3 2000

CITY OF ROSEVILLE BY -

CF: 0401-03-09 #15

EIGHTH 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

(Parcel 42B)

THIS EIGHTH 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 SMII Highland Reserve, LLC, a Delaware limited liability company ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

- 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 on September 5, 1990 and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.
- B. On September 20, 1995, City and RPIP, by Ordinance No. 2917, entered into the First Amendment of the Development Agreement (the "First Amendment"). The First Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059717.

- C. On October 4, 1995, City and RPIP, by Ordinance No. 2921, entered into the Second Amendment of the Development Agreement (the "Second Amendment"). The Second Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059585.
- D. On December 6, 1995, City and RPIP, by Ordinance No. 2937, entered into the Third Amendment of the Development Agreement (the "Third Amendment"). The Third Amendment was recorded on January 12, 1996, in the Official Records of Placer County as Instrument No. 96-002-015.
- E. On February 5, 1996, City and RPIP, by Ordinance No. 2955, entered into the Fourth Amendment of the Development Agreement (the "Fourth Amendment"). The Fourth Amendment was recorded on February 9, 1996, in the Official Records of Placer County as Instrument No. 96-007432.
- F. On June 23, 1997, City and RPIP, by Ordinance No. 3108, entered into the Fifth Amendment of the Development Agreement (the "Fifth Amendment"). The Fifth Amendment was recorded on October 30, 1997, in the Official Records of Placer County as Instrument No. 97-0067514-00.
- G. On September 2, 1998, City and Richland Irvine, Inc. ("Richland"), RPIP's successor in interest and Landowner's immediate predecessor in interest, 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. Concurrent with its consideration of this Eighth Amendment, City is processing a Third Amendment to the Regional 65 Centre Supplemental Development Agreement (the "Elementary School Tripartite Agreement") (Ordinance No. _____) for purposes that include adjusting the elementary school impact fees to be levied against NCRSP Parcel 42B. City and Landowner wish to enter into this Eighth Amendment in order to provide consistency between the Development Agreement and the Elementary School Tripartite Agreement as amended and to effectuate the purposes described above.

- J. Concurrent with the City's consideration of this Eighth Amendment, the Roseville Joint Union High School District is processing a High School Impact Fee Agreement for purposes that include adjusting the high school impact fees to be levied against NCRSP Parcel 42B. City and Landowner also wish to enter into this Eighth Amendment in order to provide consistency between the Development Agreement and the High School Impact Fee Agreement.
- K. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.
- L. The property subject to this Amendment, North Central Roseville Specific Plan ("NCRSP") Parcel 42B (the "Rezone Property"), is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference. The Rezone Property is owned by Landowner,

AGREEMENT

NOW, THEREFORE, City and Landowner agree as follows:

- 1. The prior Section 3.F.5.c. of the Development Agreement, page 36 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.c. (Amended 12/99), as set forth below is substituted therefore:
 - 3.F.5.c. If, on or before January 1, 1993, the District has failed to receive an irrevocable commitment for state funding for the schools described in Section 3.F.3, above, the fees levied pursuant to this Section shall be increased to the following:

(i)	Parcels 1A, 1B, 2, 3A, 3B, 8, 9, 14 and 15:	\$1,690
(ii)	Parcels 4, 5, 6, 7, 10 and 16:	\$2,360
(iii)	Parcels 17A, 17B, 18A, 18B, 18C, 19 and 26:	\$4,751
(iv)	Parcels 20, 21B, 27 and 28:	\$ 760
(v)	Parcel 42B	\$2,172

- 2. The prior Section 3.F.5.g. of the Development Agreement, page 37 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.g. (Amended 12/99), as set forth below is substituted therefore:
 - 1.E.7. The fees to be levied pursuant to Section 1.E.3(iii) upon Parcels 17A, 17B, 18A, 18B, 18C, 19 and 26 shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the

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Consumer Price - All Cities Index issued by the United States Department of Labor using the first week of January 1995 as base 100. The fees to be levied pursuant to Section 1.E.3 (v) upon Parcel 42B shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the Consumer Price - All Cities Index issued by the United States Department of Labor using the first week of January 1998 as base 100. All other fees for which provision is made by this Section 1.E. shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the Consumer Price - All Cities Index issued by the United States Department of Labor using the first week of January 1990 as base 100.

- 3. The prior Section 3.F.9.a. of the Development Agreement, page 39 of 53, is superseded and is amended by substitution herewith and Section 3.F.9.a. (Amended 12/99), as set forth below is substituted therefore:
 - 3.F.9.a. City and Landowner agree that the land use approved pursuant to the Plan will result in the generation of 503 additional students attending grades 9-12 in the Roseville Joint Union High School District. In further consideration of this Agreement, Landowner agrees that, except as may be otherwise provided in a subsequent High School Impact Fee Agreement between Landowner and the High School District, each single family residential unit will pay an adjusted high school impact fee of TWO-THOUSAND THREE-HUNDRED FIFTY DOLLARS (\$2,350) and each multi-family unit will pay an adjusted high school impact fee of FIVE-HUNDRED TEN DOLLARS (\$510), which shall be due and payable at the time the building permit for each such unit is issued by City. The amount of the adjusted high school impact fees shall be annually increased 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.
- 4. The property subject to this Eighth Amendment is and shall be Parcel 42B of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Eighth 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 Eighth 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).

5. All provisions of the Development Agreement not otherwise inconsistent with this Amendment, are and shall remain in full force and effect. Such provisions are herewith reenacted, readopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Amendment and the readoption and ratification are consistent with the Roseville General Plan, and North Central Roseville Specific Plan as amended and the EIR certified by the City of Roseville on May 31, 1990.

Approved and adopted pursuant to Ordinance No. 3516, this 16th day of June, 2000.

CITY:

CITY OF ROSEVILLE, a municipal corporation

Allen E. Johnson
City Manager

APPROVED AS TO FORM:

Mark Doane
City Attorney

LANDOWNER:

SMII HIGHLAND RESERVE, LLC, a Delaware limited liability company

By: SM BRELL II, L.P., a California limited partnership, its member

> By: KBS INVESTORS II, a California general partnership, general partner

By: SCHREIBER INVESTMENTS, LLC.

a California limited liability

company, partner

Charles J. Schreiber, Jr., manager

ATTEST:

Carolyn Parkinson

farling

City Clerk

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law. it could prevent fraudulent reattachment of this form,

TITLE OR TYPE OF DOCUMENT,

NUMBER OF PAGES.

SIGNER(S) OTHER THAN NAMED ABOVE

DATE OF DOCUMENT

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Manager's Certificate

The undersigned, Charles J. Schreiber, Jr., being the sole Manager (the "Manager") of Schreiber Investments, LLC, a California limited liability company (the "Company"), hereby certifies as follows:

- 1. I am the sole Manager of the Company, and I have not resigned nor been removed, and have full power and authority, without the consent of the members of the Company, to take all actions to further the purpose of the Company.
- 2. The Company is a partner of KBS Investors II, a California general partnership, which is the general partner of SM Brell II, L.P., a California limited partnership, which is the sole member of SMII Highland Reserve, LLC (the "LLC").
- 3. The undersigned has consented to and the Company is duly authorized, acting as partner of KBS Investors II, acting as general partner of SM Brell II, L.P., acting as the sole member of the LLC, to execute, acknowledge and deliver (i) that certain Third Amendment to the Regional 65 Centre Supplemental Development Agreement (The Elementary School Tripartite Agreement) among the LLC, the City of Roseville (the "City") and the Roseville City School District and (ii) that certain Eighth 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 among the LLC and the City.

[SIGNATURE FOLLOWS]

Executed this 25th day of April, 2000.

Charles J. Schreiber, Jr.

STATE OF CALIFORNIA	>			
COUNTY OF PLACER	: ss. ·			-
On this day of	oved on the basis subscribed to the same in his/her,	of satisfactory es within instrument their authorized of	evidence) to be the and acknowledged	to me
WITNESS my hand and official s	eal.		•	
Caroly Parlinson		CAROLYN P	APKINSON	
Notary Public in and for sai	d State	Commission Notary Public Placer C My Comm. Expir	# 1234268 - California & County #	•
		,		
THIS CERTIFICATE MUST BE ATTAC	HED TO THE DOCUM	ENT DESCRIBED AS FO	OLLOWS:	
Title or Type of Document 40	velopment Ag	rement Ameno	mont	
Date of Document 6:16:08		wonal 65 Cen	tre_	
			•	

EXHIBIT "A-1"

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

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

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

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

END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

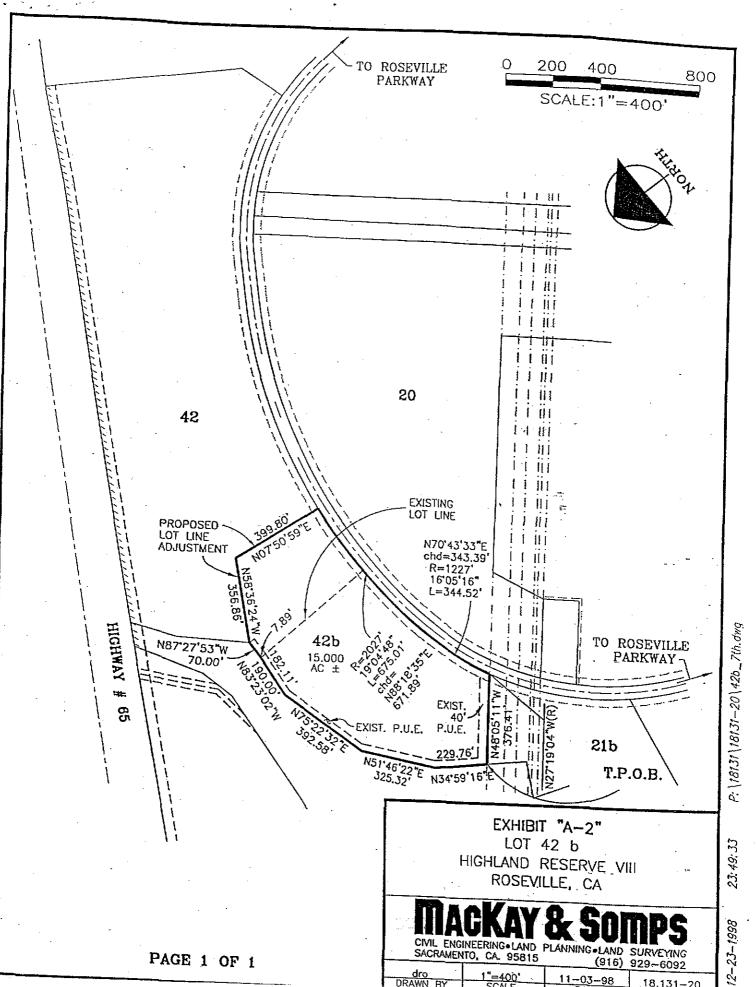
MACKAY & SOMPS CIVIL ENGINEERS; INC. 1376 Lead Hill; Suite 150

Wille: California 95661-2944

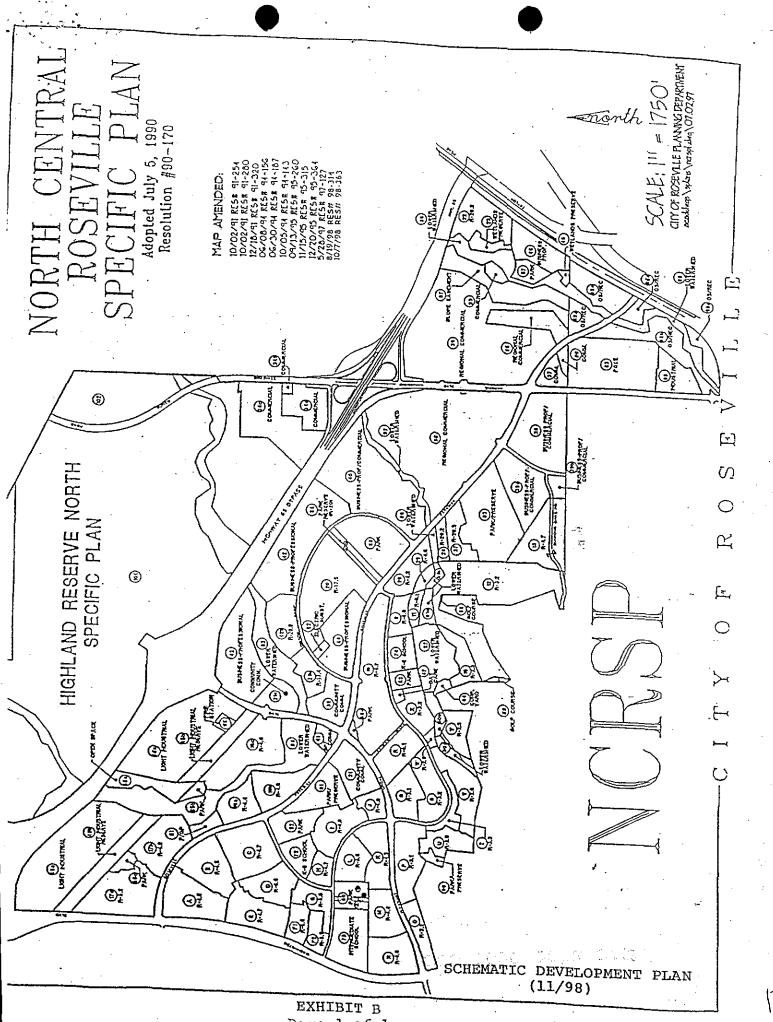
gas R. Owyang; P.L.S. 504

nse Exp. Date: 6 December 23, 19





18,131-20



ORDINANCE NO. 3516

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING AN EIGHTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH
THE ROSEVILLE PROPERTIES INVESTMENT PARTNERS 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 an Eighth Amendment to Development Agreement with Roseville Properties Investment Partners Ltd., to alter and clarify provisions in the existing Development Agreement relating to North Central Roseville Specific Plan (Parcels 42b).

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

- 1. The Eighth 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 Eighth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
- 4. The Eighth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and collective of the order of the o
- 5. The Eighth Amendment to Development Agreement will provide afficient benefit to the City of Roseville to justify entering into the Eighth Amendment to Development Agreement.
- SECTION 3. The Eighth Amendment to Development Agreement by and between 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 Eighth 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 17th day of May 2000, by the following vote on roll call:

AYES

COUNCILMEMBERS: Farl 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

City Clerk