

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

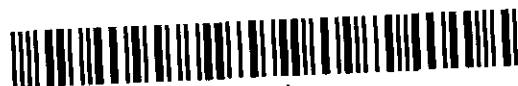
City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383



PLACER, County Recorder

JIM MCCAULEY

DOC- 2005-0125801

Tuesday, SEP 20, 2005 10:04:58

NOC \$0.00

Ttl Pd \$0.00

Nbr-0001362223

den/DL/1-31

(THIS SPACE RESERVED FOR RECORDER'S USE)

EIGHTEENTH 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

9/20/05

Record and When Recorded

Return Original to:

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

**EIGHTEENTH 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**

June 2005
(Parcel 44)

THIS EIGHTEENTH 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 Roseville Investments, LLC, a Florida 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 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 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.

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 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.

J. 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.

K. 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.

L. 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.

M. On December 20, 2000, City and Richland's successor, for Parcels 38, 39A 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.

N. 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 April 7, 2004, 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 May 21, 2004, in the Official Records of Placer County as Instrument No. DOC-2004-0065205.

P. On September 17, 2003, City and Richland, by Ordinance No. 3989, entered into the Fifteenth Amendment of the Development Agreement (the "Fifteenth Amendment"). The Fifteenth Amendment was recorded on November 25, 2003, in the Official Records of Placer County as Instrument No. DOC-2003-0198375.

Q. On March 17, 2004, City and Richland's successor-in-interest, Tim Lewis Communities, by Ordinance No. 4059, entered into the Sixteenth Amendment of the Development Agreement (the "Sixteenth Amendment"). The Sixteenth Amendment was recorded on May 3, 2004, in the Official Records of Placer County as Instrument No. DOC-2004-0054200.

R. On February 16, 2005, City and Richland's successor interest for NCRSP Parcel 20A, by Ordinance No. 4188, entered into the Seventeenth Amendment of the Development Agreement (the "Seventeenth Amendment"). The Seventeenth Amendment was recorded on May 5, 2005, in the Official Records of Placer County as Instrument No. DOC-2005-0057114.

S. Concurrent with its consideration of this Eighteenth Amendment, City is processing a General Plan Amendment (Resolution No. 05-344), Specific Plan Amendment (Resolution No. 05-345), and Rezone (Ordinance No. 4248), for purposes of redesignating Parcel 44 from Business Professional to Medium Density Residential. City and Landowner wish to enter into this Eighteenth Amendment in order to provide consistency with these land use approvals.

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

U. The property subject to this Amendment, North Central Roseville Specific Plan ("NCRSP") Parcel 44, 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 is superseded and is amended and substituted herewith and Section 2.A.1 as set forth below, is substituted therefor:

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 set forth in law or ordinance.

City agrees that land use is granted and grants such land use herewith to the Property subject to this Agreement as follows: 59.81 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); 101.9 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 3,830 dwelling units for residential use (including 210 residential units 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 as set forth and defined in the North Central Roseville Specific Plan or

as 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 is superseded and is amended by substitution herewith, and Section 2.C.2.a., as set forth below, is substituted therefor:

2.C.2.a. Landowner agrees that one hundred thirteen (113) residential units will be reserved for purchase by owner-occupant residents with earnings falling within either the low or middle income category as specified below. 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 Primary 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 (middle income)
Parcel 2	Six (6) units (middle income)
Parcel 3	Twelve (12) units (middle income)
Parcel 8	Six (6) units (middle income)
Parcel 9	Two (2) units (middle income)
Parcel 10	Two (2) units (middle income)
Parcel 14	Ten (10) units (middle income)
Parcel 15	Thirteen (13) units (middle income)
Parcel 17A	Six (6) units (middle income)
Parcel 17B	Five (5) units (middle income)
Parcel 18A	Two (2) units (middle income)
Parcel 18B	Three (3) units (middle income)
Parcel 18C	Four (4) units (low income)
Parcel 19	Eight (8) units (middle income)
Parcel 26	Two (2) units (middle income)
Parcel 44	Four (4) units (middle income)
Parcel 44	Ten (10) units (low income)

In addition, Landowner shall provide an in-lieu fee to be used to expand affordable housing opportunities for very low income households in accordance with the provisions of Section 2.C.2.a.(1) below as an alternative to providing ten (10) units affordable for purchase to very low income households.

Consistent with the goals and policies contained in City's General Plan, and subject to the provision by Landowner of affordable housing as described below and the other terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property (under a breakdown of 2% of total development affordable to middle income households, 4% affordable to low income households, and 4% affordable to very low income households) to be developed as affordable housing, unless otherwise satisfied via in-lieu fee, as set forth below. Any adjustment based on actual development shall be subject to the approval of the City Manager and/or Housing Programs Manager (collectively, the "Housing Manager").

The terms "very low income" shall mean households earning less than fifty percent (50% of median income), "low-income" shall mean households earning fifty one percent (51%) to eighty percent (80%) of median income, and "middle income" shall mean households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element and City policy.

(1) Parcel 44 Affordable Purchase Residential Units. Landowner agrees that, subject to the provisions of Section 2.C.2.a above, ten (10) single family residential units shall be reserved for participation in the City's low income affordable purchase program, and four (4) single family residential units shall be reserved for participation in the City's middle income affordable purchase program. Landowner shall make these affordable units available to low income and middle income households, as the case may be, without City subsidy.

i. Agreement Required. Prior to the approval of each (if more than one) final residential small lot subdivision map containing affordable purchase units, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement as revised (or other form required by the City) to bring such agreement into conformity with the provisions of this Section 2.C.2.a.(1). Specific requirements of the agreement will be determined by the Housing Manager.

ii. Content. The Affordable Purchase Housing Development Agreement(s) shall, for each such residential lot subdivision, set forth, among other things, that the Housing Manager may authorize the designation of the affordable units within the subdivision and Landowner's obligations for marketing the affordable units. No City subsidies will be required by this agreement in order for Landowner to provide residential purchase units affordable to low and middle-income households.

The Affordable Purchase Housing Development Agreement shall include specific requirements for marketing affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and best efforts requirements.

Landowner agrees to provide all of the low and middle-income affordable purchase units without subsidy from the City.

(2) Parcel 44 in Lieu Affordable Housing Fee. In satisfaction of that portion of Landowner's affordable housing obligation not addressed through the reservation of ten (10) low-income affordable purchase units and four (4) middle income affordable purchase units pursuant to Section 2.C.2.a.(1) above, Landowner agrees to make provision for an additional ten (10) very low income affordable units through an in lieu

housing fee in the amount of \$60,000 per unit for a total of \$600,000.00. The in lieu fees shall be paid by all of the 240 residential units prior to issuance of a building permit for each unit, at a cost of \$2,500 per unit, though such funds, or any part thereof, may be advance funded by a Community Facilities District or by Landowner, at Landowner's sole discretion. Landowner shall work in good faith with the Housing Manager to identify opportunities for use of the in-lieu fee revenue. The in-lieu fee revenues may be used for any of the following purposes:

- i. to subsidize the City's low income purchase or rental program;
- ii. to write down the purchase price of the reserved middle or low income purchase units in the project to a price that is affordable to very low income households; or
- iii. to otherwise further the goal of expanding housing affordability for very low income households in any location in the City. Any adjustment based on actual development shall be subject to the approval of the City. Any adjustment based on actual development shall be subject to the approval of the City's Housing Manager.

(3) Effect of New Legislation. Should new State legislation be enacted that mandates that the City implement an affordable housing production standard that differs from the affordable housing obligations set forth in this Agreement, Landowner shall be obligated to comply with such mandated standard provided that (i) such standard is implemented City-wide; and (ii) such standard is not applied retroactively to residential units already constructed in the project.

3. The prior Section 3.A.1. of the Development Agreement is superseded and is amended by substitution herewith, and Section 3.A.1., as set forth below, is substituted therefor:

3.A.1. Electrical Substation. Landowner, upon demand of City, shall convey to City a parcel of 1.17 acres, more or less, shown as Parcel 62 on Exhibit D, for use as an electrical substation. Landowner shall also convey an easement of ten feet (10') in width over Parcel 44 along and adjacent to the boundary between Parcels 62 and 44 for the purposes of maintaining any fence constructed by City along the property line of, and within, Parcel 62.

a. Parcel 62 Substation Expansion. Landowner shall grant to City, via a grant deed with metes and bounds legal description (i.e., not by creation of a new parcel via a parcel map), a total of 26,110 square feet (0.6 +/- acres) in fee for use by City for its existing electrical substation on Parcel 62, as generally shown in Exhibit D attached hereto. Recordation of the grant deed referenced herein shall take place within sixty (60) days of the effective date of this Agreement. As consideration for the conveyance of the substation expansion site, City shall pay to Landowner a purchase price of \$300,000. City's payment obligation hereunder shall be deemed fully satisfied upon the sale of

bonds by the Community Facilities District formed pursuant to Section 3.B.3.dd below. City and Landowner agree that Landowner shall reserve for the benefit of Parcel 44 (or City shall otherwise convey to Landowner) a no-build easement on, over and across a 25 foot wide portion of the property being conveyed to the City, as shown on Exhibit D attached hereto and incorporated herein by reference. The no-build easement shall allow use of the easement by City for landscaping, irrigation, grading, slope, and fence maintenance purposes but shall otherwise prohibit construction of improvements within the easement. The no-build easement shall also allow use of the easement by Parcel 44 for grading, slope, and setback purposes. It is further agreed that for purposes of determining Parcel 44 compliance with the setback requirements of the zone district and the California Building and Standards Code as adopted by the City, City shall assume the "property line" from which the setbacks are measured to be the common boundary of the no-build easement referenced above and the developed portion of the substation site, as such assumed property line is shown on Exhibit D.

4. A new Section 3.B.3.dd. of the Development Agreement is added to the Development Agreement:

3.B.3.dd. Mello-Roos Community Facilities District Formation. City agrees to cooperate with Landowner in forming and to otherwise support the formation of a Mello-Roos Community Facilities District or Districts to include NCRSP Parcel 44 and Stone Point Parcels 8, 9, 11, 12, 13 and 14 (the "Stone Point Residential Properties"). City consents to the annual levy of a per residential unit maximum special tax in an amount not to exceed the difference between (a) 1.75% of the assumed values of the 240 residential units approved for development on NCRSP Parcel 44 and the 575 residential units approved for development on the Stone Point Residential Properties and (b) the total per unit annual secured property taxes (to include Proposition 13 taxes, voter approved taxes, taxing agency fixed charges, and special assessments as shown on the annual secured property tax bill). City also consents to the inclusion of the following costs in the CFD budget(s) and the following items in the list of authorized facilities the construction and/or acquisition of which may be financed through the sale of bonds by the District(s):

Parcel 44 Authorized Facilities and Associated Costs:

- (1) \$1,045,440 to be paid to City for use in funding costs of future improvements to the Pleasant Grove Boulevard/Highway 65 interchange;
- (2) \$1,000,000 to be used to fund improvements to a four to five acre portion (to be determined by City) of the Parcel 56 park site (subject to reimbursement to Landowner on an actual cost basis out of neighborhood/City-wide park fees); and
- (3) an amount equal to the lesser of \$300,000 or the fair market value of the electric substation expansion site (subject to a letter appraisal) to be paid to Landowner in exchange for conveying the site to City.

Stone Point Authorized Facilities and Associated Costs:

(1) \$2,602,350 to be used to fund the following public improvements:

(a) construction of roadway and transportation improvements (including the emergency vehicle access between Stone Point Parcels 11 and 12), landscape corridor improvements, drainage and storm drain facilities, water system improvements, waste water system improvements, dry utility improvements, and other public facilities designed to meet the needs of development of the Stone Point Residential Properties (to the extent not already funded by Stone Point CFD No. 1);

(b) oak tree mitigation to meet the needs of development of the Stone Point Residential Properties;

(c) shortfalls incurred in the construction and financing of the Stone Point CFD No. 1 authorized facilities;

(2) \$506,000 to be used to fund improvements to the Stone Point Parcel 10 park site, the Miners Ravine Overlook site, and other open space/bike trail/public access easements (subject to reimbursement to Landowner on an actual cost basis out of neighborhood park fees);

(3) an amount equal to the lesser of \$2,331,150 or the fair market value of the Stone Point Parcel 10 park site, the Miners Ravine Overlook site, and the open space/bike trail/public access easements serving the Stone Point Residential Properties (as determined by a letter appraisal) to be paid to Richland in exchange for conveying such properties to City.

5. A new Section 3.B.10 is added to the Development Agreement:

3.B.10 Parcel 44 Access Driveways. Access driveways for Parcel 44 shall be ultimately located as approved in the Design Review Permit and/or Tentative Map and shall include one on Roseville Parkway and one on Gibson Drive, generally as shown in Figure 5-9a of the North Central Roseville Specific Plan.

6. A new Section 3.F.5.d.1 is added to the Development Agreement:

3.F.5.d.1. Parcel 44: School Fee Agreements: Landowner shall enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District to mitigate the impacts of development of Parcel 44 on said school districts. From and after execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall not refrain from approving any subdivision maps or other such entitlements for the Property or from issuing any building permits for development thereof consistent with the Entitlements on the basis of adverse impacts of such development on school facilities. Landowner agrees that a default under either of these school agreements shall also constitute a default under this Agreement with the City.

7. A new Section 3.R is added to the Development Agreement:

3.R. Additional Landowner Obligations for Parcel 44

Landowner for Parcel 44 shall be subject to additional obligations as follows:

(1) **Parks and Open Space.** Landowner is required to meet the park dedication requirement of 9 acres per 1000 population which equates to 5.49 acres total divided among active neighborhood, city wide and open space parkland. Landowner shall meet these park obligations through dedication of parkland and payment of in-lieu fees, as set forth in Section (1) (a) below.

(a) **Parkland Dedications.** Landowner is required to provide the equivalent of 1.83 acres each of open space, neighborhood and city wide parkland as part of its 5.49 acre obligation.

(i) **Neighborhood Park Fee.** In accordance with the parkland dedication requirement for the Property, in addition to the funds to be provided and accumulated by the collection of the neighborhood park fees paid pursuant to this Agreement, Landowner shall satisfy its parkland dedication requirement via payment of an in-lieu fee of \$457,500, based on the proposed development of 240 units. A per unit fee of \$1,906.00 shall be payable at issuance of each residential building permit.

(ii) **City Wide Parkland Dedication.** The parties further acknowledge and agree that Landowner shall pay a City Wide in-lieu park fee to satisfy Landowner's City-wide park dedication requirement of 1.83 acres. This equates to \$457,500, based on the proposed development of 240 units. A per unit fee of \$1906.00 shall be payable upon issuance of each residential building permit.

(iii) **Neighborhood and City-Wide Park Fees.** Each unit within the project will be subject to paying the current established City Wide Park Fee, which is initially \$1674.00 per single family residential unit with a credit for parkland dedication of \$213.00 per single family residential unit, for a net Citywide park fee of \$1461.00 per single family residential unit. The neighborhood park fee is \$1,138.00 per single family residential unit. Fees are subject to annual inflationary adjustment on July 1, and are based on the "CCI."

(iv) **Credit Given Towards Open Space Dedication Requirement.** The parties still further acknowledge and agree that the Open Space component of Landowner's parkland dedication requirement shall be 1.83 acres, and shall partially be satisfied via retention of the open space under the power lines and installation of recreation type amenities on Parcel 44. This open space area ("Open Space Area"), net of parking lots, totals approximately 4.3+/- acres, with the final actual acreage to be determined on the final small lot map approved for this site. Open space

credits shall be further provided via payment of an in-lieu fee of \$42,000, with \$21,000 payable at issuance of the first building permit on Parcel 44, and the balance paid one year following the date of issuance of the first building permit. Fees are subject to annual inflationary adjustment on July 1 and are based on the Construction Cost Index ("CCI.") Landowner has option to install recreation type amenities in the open space area, such as walking/bike trails, benches, picnic tables, play equipment, etc. The cost of these recreation amenities shall be subtracted from the in-lieu fee up to a maximum of \$42,000. A list of proposed recreation amenities shall be provided to and approved in advance by the Parks and Recreation Director in order to be eligible to be credited against Landowner's prepayment obligation. Open Space Area shall be owned and maintained by Parcel 44 Landowner.

(v) Entire Park Land Obligation. The City agrees that the commitments contained herein satisfy park obligations for the dedication of neighborhood/community and City-wide parks and open space related to development of Parcel 44.

(2) Recirculating Hot Water System. For the purpose of providing a water conservation opportunity, Landowner shall install a recirculating hot water system or similar technology that provides instantaneous hot water at each hot water faucet.

(3) Light Rail Funding. Landowner consents to and agrees that Parcel 44 shall participate in its fair share of a city-wide funding mechanism for the extension and operation costs of light rail or Capital Corridor heavy rail line into the City of Roseville at such time as the funding mechanism is approved.

(4) County-Wide Facilities Fee. Landowner shall pay the county-wide facilities impact fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously assessed by the City. Such fee shall be paid upon the issuance of each building permit on Parcel 44.

(5) Community Benefit Fee. Landowner agrees to pay a Community Benefit Fee of \$ 1,530 per single family residential unit as partial consideration for this Agreement and to ensure that the Project will benefit current and future residents of Roseville, due and payable at issuance of each building permit for single-family residential units on Parcel 44. If Landowner is obligated to fund any advance in cash prior to the issuance of any CFD bond sale for Parcel 44, then Landowner shall have the right to be reimbursed from the CFD for such cash advance upon the latter CFD bond sale. Landowner shall not be entitled to any fee credit for payment of this contribution.

(6) Transit Master Plan and Bikeway Plan Funding. Landowner shall pay, as its fair share on a City-wide basis, for updates of the Long Range Master Transit Plan (LRMTP) at a cost of \$40 per unit, the Short Range Transit Plan (SRTMP) at a cost of \$40 per unit, and the Bikeway Master Plan at a cost of \$40 per unit. The total fee of \$28,800 shall be paid prior to issuance of the first building permit.

(a) Prior to issuance of the first building permit, the Landowner shall pay the lump sum of \$7,200 to the City of Roseville Transportation Division. The Transportation Division shall use this money to distribute educational and marketing materials for alternative modes of transportation, including a services guide, a bikeways map, and a 20-ride punch pass for fixed route services.

(7) Prior to the rezoning of the property, the Landowner shall withdraw the application to subdivide as approved by the Planning Commission on September 25, 2003 (City File Number PM 03-04). Any future subdivision of this Parcel shall be made after a new application to do so has been processed.

(8) Grading shall comply with the City grading ordinance. Stormwater pollution prevention best management practices (BMPs) shall be incorporated into the design plans and into the grading plans. The BMPs shall be installed prior to the onset of wet weather during the initial year of construction. The objective of the BMP's is to minimize pollutants including sediment from being discharged from the project site. It is incumbent upon the applicant to ensure that BMPs are properly installed, maintained and monitored for effectiveness. BMPs shall be modified and or replaced as necessary to meet said objectives.

(9) Landowner shall provide disclosures to all prospective and actual purchasers of the existence of the substation and power lines and the noise associated therewith.

(10) Contribution to Water Meter Retrofit Program. In furtherance of its water conservation program, City has implemented a Water Meter Retrofit Program. To participate in the Water Meter Retrofit Program and to provide a benefit to the City and existing residents, Landowner shall pay to City, at the time of building permit, the sum of \$115.00 per dwelling unit equivalent (DUE) inflated annually based upon Engineering News Record, Construction Cost Index for the United States average of the 20-cities and San Francisco (CCI). Should such index no longer exist, the Director of Environmental Utilities shall choose a similar index, which in his/her opinion fairly estimates the inflation factor applicable to construction costs.

(11) Landowner shall not provide water stub outs in building construction for the future installation of water softeners.

(12) The Environmental Utilities Director will determine the flow conveyance method required for the sewer system upon his review and approval of a study prepared

by the Landowner showing whether a gravity flow system would operate in accordance with the City Improvement Standards. Landowner shall construct the sewer collection system and all appurtenances in accordance with the Environmental Utilities Director's determination, providing to City all required easements. To the extent that the sewer system does not meet City Improvement Standards, Landowner shall provide for long term maintenance of the sewer system.

(13) To the extent that City may determine that any portion of NCRSP Parcel 56 park site is not required for park purposes, Landowner consents to City's use or transfer of such portion for other purposes in the interests of the City. However, in the event that City determines that a portion of Parcel 56 ("Park Property") is not required for park purposes, and provided that City is not then prevented by applicable law from doing so, City shall make the Park Property available for purchase by Landowner at fair market value. Fair market value shall be determined by an independent appraisal to be obtained by City at Landowner's cost. City shall provide written notice to Landowner that the Park Property is available for purchase. Landowner shall have 30 days from the date of such notice in which to notify City whether Landowner intends to purchase the Park Property, and escrow for Landowner's purchase of the Park Property must close within 180 days from the date of City's notice to Landowner. If Landowner fails to exercise its right to purchase the Park Property as specified herein, City shall thereafter have the right to use or transfer the Park Property in any manner in the interests of the City and Landowner shall have no claim for any compensation therefor.

8. A new Section 3.S is added to the Development Agreement:

3(S) Parcel 44: Community Facilities District - Services.

1. Formation.

(a) Consent, Waiver and Special Benefit. No residential building permit shall be issued until Parcel 44 has been included into a CFD Services District. Landowner consents to and shall cooperate in such annexation or formation or other such financing mechanism for maintenance purposes (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in this Section 3(S). For purposes of Article XIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to Parcel 44 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 Parcel 44. The services district may include the following:

2. Assessment for Maintenance shall be included as follows if not included in a Homeowners Association:

a. **Obligations.** The Services District, as described in Section 3(S), shall:

i. Perform autumn leaf cleanup for public collector and local streets;

ii. Maintain the bus shelter adjacent to or within Parcel 44; and,

iii. Maintain landscape corridors and common areas and subdivision signs on Parcel 44, and overall any landscaping and lighting.

b. **Encroachment Permits, Landscape Maintenance Easements.** Landowner and City agree to grant encroachment permit(s) or maintenance easements to the Services District, Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.

9. A new Section 3.T is added to the Development Agreement:

3.T. Parcel 44: Community Facilities District- Services.

1. **Formation.**

a. Consent, Waiver and Special Benefit. No residential building permit shall be issued until the Property has been annexed into the City's Community Facilities District No. 3 (Municipal Services), at the then current per-unit tax rate (2005 tax rate is \$293 per unit) for LDR and MDR (RS, R2 and R3) SF, and \$196 per unit for HDR and MDR mixed use). Landowner consents to and shall cooperate in such annexation or other such financing mechanism for maintenance purposes (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the obligations described in this Section 3.C. The special tax shall be collected under the authority of Government Code section 53340.

b. Zones of Benefit. The Services CFD may be divided as necessary into zones of benefit, among which the amount of assessment may vary.

c. Obligations. The Services CFD shall provide the funds required to offset the Property's impact on general fund resources available to pay for municipal services citywide, including the Property. The funds shall be utilized for general fund purposes

10. A new Section 3.U. is added to the Development Agreement:

3.U. Parcel 44: Community Facilities District-Stormwater Management; Alternative Funding.

1. Formation.

a. Consent, Waiver and Special Benefit. No residential building permit shall be issued until the Property has been annexed into the City's Community Facilities District No. 3 (Municipal Services), at the then current per-unit tax rate (2005 tax rate is \$18 per unit) and which shall provide for payment of the initial \$100 fee at issuance of building permit. Landowner consents to and shall cooperate in such annexation or other such financing mechanism for maintenance purposes (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in this Section 3(C). The special tax shall be collected under the authority of Government Code section 53340.

b. Zones of Benefit. The Services CFD may be divided as necessary into zones of benefit, among which the amount of assessment may vary.

c. Obligations. The Services CFD shall provide the funds required for conducting, managing and financing the Property's portion of the City's Stormwater Management CFD, and acknowledges that the parcel will receive a special benefit from its inclusion in the Stormwater Management CFD.

d. Alternative Funding. As an alternative to inclusion in the Services District as described in (a) above, the Stormwater Management obligation may be included in any newly formed community facilities district, where appropriate. If Stormwater Management funding is not provided by annexation into an existing district or inclusion in a new district, then Landowner shall satisfy the obligation by payment, prior to issuance of the first building permit, of a capitalized sum, as determined by the Finance Director, sufficient to endow payment of the annual fee in perpetuity.

11. A new Section 3.V. is added to the Development Agreement

3.V. Additional Landowner Obligations for Parcels 49a and 49b. Landowner for Parcels 49a and 49b shall be subject to additional obligations, to be included in a development agreement amendment for Parcels 49a and 49b, with the following terms and provisions:

A park and ride lot of twenty-five (25) automobile parking space, to be maintained by the Landowner, shall be relocated from Parcel 44 to Parcel 49b, and shall be constructed on Parcel 49b as a condition of development of Parcel 49A. The park and ride lot shall be located in close proximity to Washington Boulevard adjacent to Parcel 49a, as approved by the Public Works Director.

12. A new Section 3.W. is added to the Development Agreement:

3.W Parcel 44: Credits and Reimbursements. As provided in this Agreement, Landowner may be entitled to receive reimbursement from City when Landowner has financed construction of certain improvements which would otherwise be paid for by the City or other parties and which serve and benefit other properties or which would be financed by existing or future City fees. City and Landowner agree that, in consideration of the financing of such improvements by Landowner, and upon City's acceptance of such improvements, Landowner shall be entitled to receive reimbursement as follows:

3.W.1 City Reimbursement. City shall reimburse Landowner only for the improvements specifically identified in this Agreement as being eligible for City reimbursement. City acknowledges that Landowner may also have opportunities to obtain reimbursement through a financing district or other public financing strategies.

3.W.2 Reimbursable Hard Costs. The "hard costs" of construction to be reimbursed to Landowner by the City or any other public financing in accordance with the terms of this Agreement shall consist of the identifiable and commercially reasonable costs of the design, engineering, construction, environmental mitigation requirements and plan check and inspection fees as actually incurred by Landowner and confirmed by City for the reimbursable work.

3.W.3 Term for Reimbursements. City's obligation to pay any reimbursements to Landowner that accrues hereunder shall terminate with this Agreement.

3.W.4 Not a Limitation. Nothing in the foregoing Section 4.2 shall be construed to limit Landowner from receiving, in consideration of the improvements to be constructed by Landowner hereunder, any other credits or reimbursements from City otherwise provided under then existing City policy, rule, regulation or ordinance.

13. 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 therefor.

14. 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 therefor.

15. The property subject to this Eighteenth Amendment is and shall be Parcel 44 of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Eighteenth 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 Eighteenth Amendment, the Development Agreement shall continue to apply (except to the extent that the Development Agreement has been terminated as to portions of such land as provided in Section 1.B of such Agreement).

16. All provisions of the Development Agreement not otherwise inconsistent with this Eighteenth 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 Eighteenth 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. 4246, this 20th day of July, 2005.

CITY OF ROSEVILLE,
A municipal corporation

By: 
W. CRAIG ROBINSON
City Manager

ATTEST:

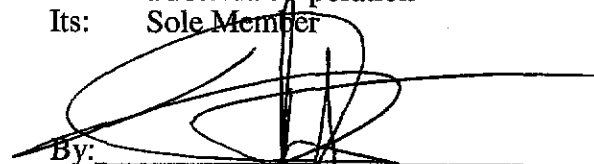
BY: 
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: 
MARK J. DOANE
City Attorney

ROSEVILLE INVESTMENTS, LLC,
a Florida limited liability company
(qualified to do business in California
as Florida Roseville Investments, LLC)

By: RICHLAND IRVINE, INC.,
a Florida corporation
Its: Sole Member


By: Stephen Inyette
Its: Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

PLACER

SS.

On July 12, 2005 before me, LINDA L. BROWN, Notary Public

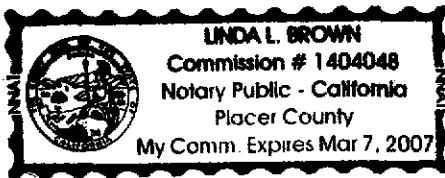
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared STEPHEN THURTELL

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.

WITNESS my hand and official seal.

Linda L. Brown
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: _____

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: _____

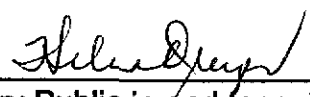
Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

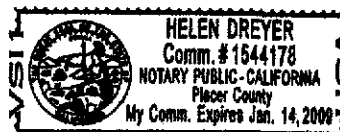
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 22nd day of August in the year of 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Craig Robinson, 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.



Notary Public in and for said State



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

Title or Type of Document: 18th Amendment to Development Agreement by and between the City of Roseville and Roseville Properties Investment Partners Ltd., Relative to the Development known as Regional 65 Centre

Date of Document: August 22, 2005

Acknowledgment – All Purpose

EXHIBIT "A-1"

06/03/2005

TWHH

EXHIBIT "A"

A portion of Sections 26 and 27, Township 11 North, Range 6 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 44 of the Final Map for the "Regional 65 Centre" as recorded in Book "R" of Maps, at Page 24, Placer County Records.

Containing 20.44± acres, more or less.

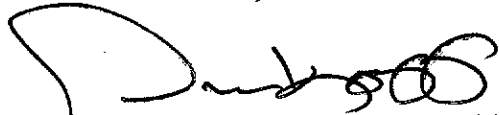
APN 363-010-011

END OF DESCRIPTION.

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1552 Eureka Road, Suite 100
Roseville, California 95661-3040



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

Date: 6/03/05

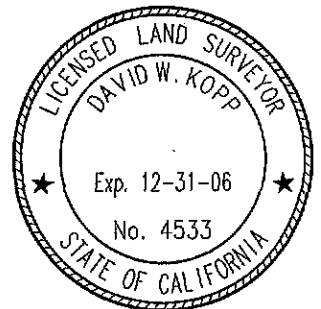
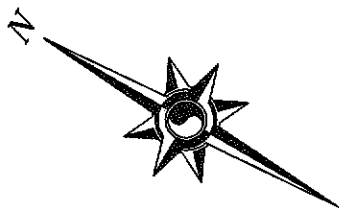


EXHIBIT "A-2"

LOT 20 A
29 P.M. 127



N25°16'33"E
55.66'
T.P.O.B.

LOT 44
"R" B.M. 24
20.440± Acres

LOT 62
"R" B.M. 24
N48°05'11"W
348.88'
N44°43'14"W (R)

R=1173'
D=35°21'01"
L=723.72'
LC=N27°36'16"E,

N84°24'41"W
120.04'

N80°07'58"W

R=62'
D=95°46'22"
L=103.64'
LC=N37°57'26"W,

91.99'

205.00'
N85°50'37"W

188.18'
N85°50'37"W
ROSEVILLE PARKWAY

LC=N75°17'02"W, 751.36'
R=2050' D=21°07'09" L=755.63'

GIBSON DRIVE

PAGE 2 OF 2

0 50 100 200
SCALE: 1" = 100'

This exhibit is for graphic purposes only. Any errors or omissions on this exhibit shall not affect the deed description.

EXHIBIT "A-2"
PARCEL 44

HIGHLAND RESERVE SOUTH
ROSEVILLE, CALIFORNIA

MACKEY & SOMPS
CIVIL ENGINEERS, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CALIFORNIA

don	1" = 100'	11/24/04	18131-44
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT "B"

Adopted July 5, 1990
Resolution #90-170

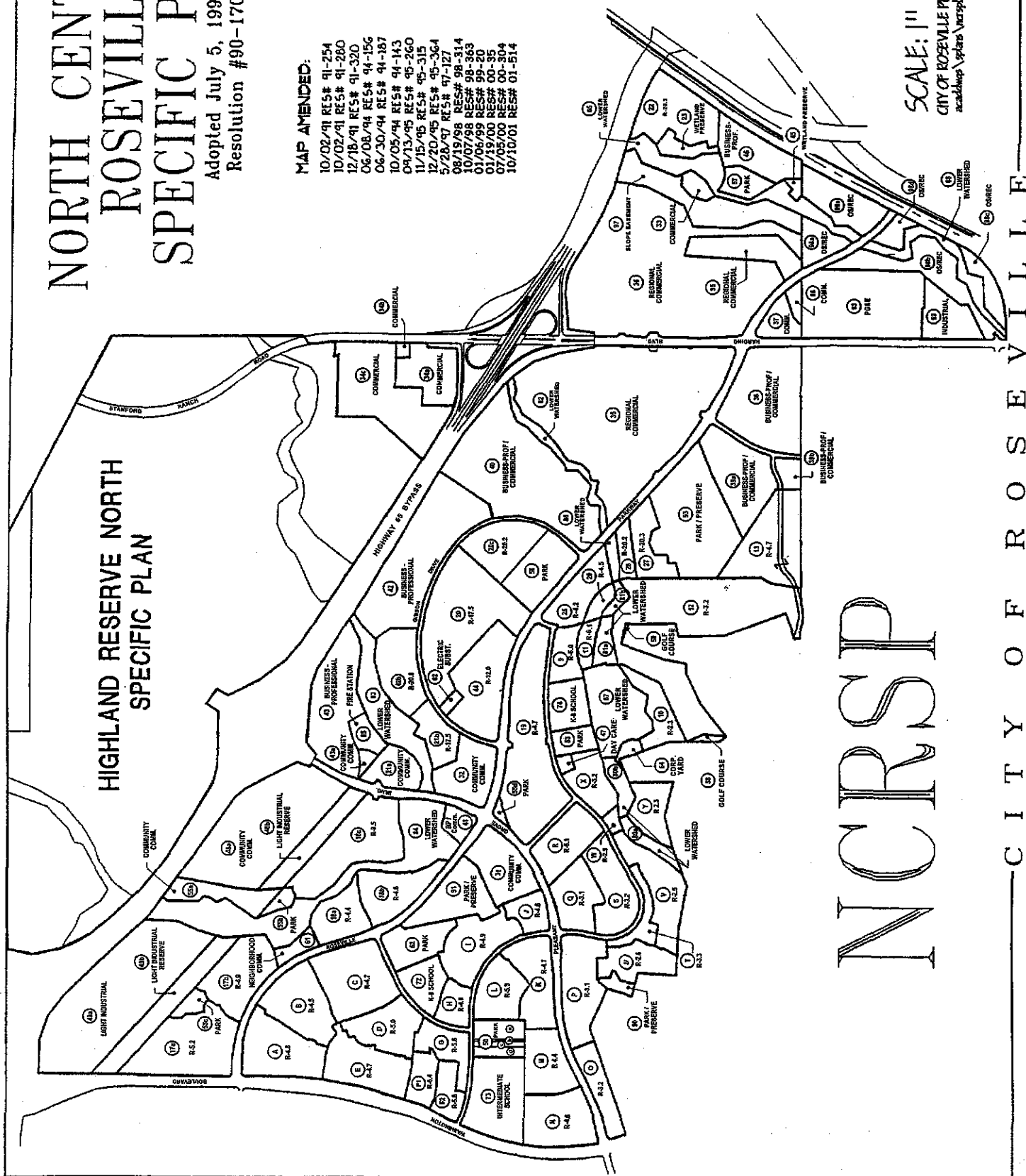
MAP AMENDED:

10/02/91 RES# 91-254
10/02/91 RES# 91-280
10/12/91 RES# 91-320
06/08/94 RES# 94-156
06/30/94 RES# 94-187
10/05/94 RES# 94-183
10/05/94 RES# 95-260
11/15/95 RES# 95-315
12/20/95 RES# 95-364
6/28/97 RES# 97-127
08/07/98 RES# 98-314
08/19/98 RES# 98-363
01/06/99 RES# 99-20
01/19/99 RES# 00-35
07/05/00 RES# 00-304
10/10/01 RES# 01-514

north

 $\text{SCALE} = 1750'$

CITY OF ROSEVILLE PLANNING DEPARTMENT
acaddwps\plans\mcspl.dwg\07.02.97



LSZN

CITY OF ROSERVILLE

EXHIBIT "C"

EXHIBIT C: Table of Land Uses

Residential				Non-Residential			
Parcel	Land Use	Acres	Units	Parcel	Land Use	Acres	Units
A	R-4.8	16.6	79	21A	COMMUNITY COMERCIAL	8.66	
B	R-4.5	16.3	73	23	WETLAND PRESERVE	4.50	
C	R-4.7	19.9	94	31	COMMUNITY COMMERCIAL	13.96	
D	R-5.0	12.6	63	32	COMMUNITY COMMERCIAL	11.70	
E	R-4.7	15.5	73	33	COMMERCIAL	2.60	
F1	R-6.4	5.96	38	34A	COMMERCIAL	13.27	
F2	R-5.8	6.09	35	34B	COMMERCIAL	1.16	
G	R-5.6	8.65	48	34C	COMMERCIAL	27.04	
H	R-4.8	6.16	29	35	REGIONAL COMMERCIAL	94.19	
I	R-4.9	15.4	75	36	REGIONAL COMMERCIAL	94.70	
J	R-4.6	5.9	27	37	COMMERCIAL	5.30	
K	R-4.7	14.6	68	38	BUSINESS PROF/COMMERCIAL	29.54	
L	R-5.5	11.1	61	39A	BUSINESS PROF/COMMERCIAL	19.33	
M	R-4.4	10.2	45	39B	BUSINESS PROF/COMMERCIAL	2.98	
N	R-4.6	16.9	78	40	BUSINESS PROF/COMMERCIAL	50.03	
O	R-3.2	7.5	24	41	BUSINESS PROF/COMMERCIAL	3.48	
P	R-3.1	16.3	50	42A	BUSINESS PROFESSIONAL	36.55	
Q	R-3.1	11.5	36	43	BUSINESS PROFESSIONAL	23.25	
R	R-5.5	12.9	71	43A	COMMUNITY COMMERCIAL	0.91	
S	R-3.2	10.5	34	44	BUSINESS PROFESSIONAL	20.44	
T	R-3.3	11.8	39	45	WETLAND PRESERVE	1.10	
U	R-2.6	9.9	26	46	BUSINESS PROFESSIONAL	13.20	
V	R-2.6	15.4	40	47	DAYCARE CENTER	1.09	
W	R-2.9	1.7	5	48A	COMMUNITY COMMERCIAL	39.29	
X	R-3.2	9.6	31	48B	LIGHT INDUSTRIAL RESERVE	8.87	
Y	R-2.3	8.3	19	49A	LIGHT INDUSTRIAL	46.47	
9	R-6.0	6.33	38	49B	LIGHT INDUSTRIAL RESERVE	12.42	
10	R-2.3	8.53	20	50A	PARK	4.50	
11	R-6.1	3.42	21	50B	PARK	0.21	
12	R-3.2	51.02	165	50C	PARK	1.00	
13	R-4.7	19.29	90	50D	PARK	2.25	
17A	R-5.2	23.19	119	52	PARK	10.10	
17B	R-4.9	22.06	106	53	PARK	4.50	
18A	R-4.4	11	48	55A	COMMUNITY COMMERCIAL	9.85	
18B	R-4.6	11.76	53	55B	PARK	3.23	
18C	R-9.5	26.17	248	55C	PARK	2.88	
19	R-4.7	35.48	165	55D	PARK	0.88	
20	R-17.5	34.42	602	56	PARK	13.30	
20C	R-20.0	12.91	258	57	PARK	5.40	
21B	R-17.5	8.56	149	58	GOLF COURSE	0.13	
22	R-20.3	16.75	340	59	GOLF COURSE	0.75	
26	R-4.2	10.86	45	61	NEIGHBORHOOD COMMERCIAL	2.28	
27	R-20.3	8.59	174	62	ELECTRICAL SUBSTATION	1.17	
28	R-20.2	3.58	72	63	PG&E	31.54	
29	R-4.5	2.43	11	64	CORPORATION YARD	1.46	
42B	R-20	15	273	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	
				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	
				86	LOWER WATERSHED	1.98	
				87	LOWER WATERSHED	18.03	
				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	17.30	
					RIGHT OF WAY	95.67	
				TOTAL		1715.48 AC	4,498 DU

EXHIBIT "D"

GIBSON DRIVE

EX. PL

Existing
Substation
Site
(Lot 62)

Parcel 44

PROPOSED 25' EASEMENT
(SEE LEGEND)

EX. 10' FENCE MAINTENANCE,
LANDSCAPE & GRADING
EASEMENT
EXISTING
CMU WALL

EX. PL

148.72'±

175'

PROPOSED
PROPERTY LINE

PROPOSED 25' EASEMENT
(SEE LEGEND)

LEGEND:



- PROPOSED 25' NO-BUILD EASEMENT FOR THE BENEFIT OF HRS PARCEL 44 PROHIBITING THE CONSTRUCTION OF IMPROVEMENTS ON OR THE USE OF THE PROPERTY WITHIN THE EASEMENT FOR PURPOSES OTHER THAN LANDSCAPING, IRRIGATION, GRADING, SLOPE, FENCE MAINTENANCE AND SETBACK.



- PROPERTY TO BE CONVEYED TO CITY IN FEE BY METES AND BOUNDS GRANT DEED (26,110 ± S.F.)

REFERENCE LINE
(ASSUMED PROPERTY LINE)
FOR PURPOSES OF DETERMINING
PARCEL 44 BUILDING SETBACKS

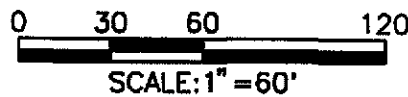
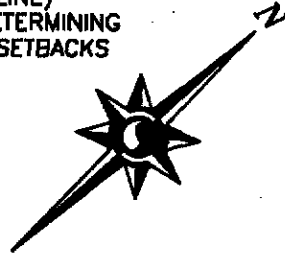


EXHIBIT
SUBSTATION EXPANSION
LOT 62 - H.R.S.
ROSEVILLE, CALIFORNIA

MACKAY & SOMPS
CIVIL ENGINEERS, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CALIFORNIA

don	1"=60'	07/01/05	18131-44
DRAWN BY	SCALE	DATE	JOB NO.

ORDINANCE NO. 4246

ADOPTING AN EIGHTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT BY
AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE PROPERTIES
INVESTMENT PARTNERS LTD RELATIVE TO THE DEVELOPMENT KNOWN AS
REGIONAL 65 CENTER AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE
(North Central Specific Plan Parcel 44)

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 Eighteenth Amendment to Development Agreement by and between the City of Roseville and Roseville Properties Investment Partners LTD. with Roseville Investments, LLC, to alter and clarify provisions in the existing Development Agreement relating to Parcel 44 in the North Central Roseville Specific Plan.

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

1. The Eighteenth 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 Northeast Roseville Specific Plan;
2. The Eighteenth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Eighteenth Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Eighteenth Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The Eighteenth Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Eighteenth Amendment to Development Agreement.

SECTION 3. The Eighteenth Amendment to Development Agreement by and between the Roseville Investments, LLC, 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 the Eighteenth Amendment to 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 20th day of July, 2005, by the following vote on roll call:

AYES COUNCILMEMBERS: Roccucci, Gray, Garbolino

NOES COUNCILMEMBERS: None

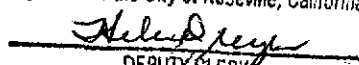
ABSENT COUNCILMEMBERS: Allard, Rockholm


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK