

Exempt from recording fees
pursuant to Govt. Code 27200

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- 1999-0101531

Wednesday, NOV 24, 1999 09:07:50

NOC \$0.00

Ttl Pd \$0.00

Nbr-0000256482

odt/R3/1-14

TITLE: Second Amendment to the Development Agreement by and Between the City of Roseville
and Highland Reserve North L.P. Relative to the Development know as Highland
Reserve North

FILED
JAN 19 2000
CITY OF ROSEVILLE
BY MA

CF: 0401-03-15 - General Plan
Land Use Element / Amendment
Highland Reserve North Specific Plan

KOB

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

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

RECITALS

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

B. On July 21, 1999, City and HRN, by Ordinance No. 3375, entered into the First Amendment to the Development Agreement (the "First Amendment"). The First Amendment was recorded on September 27, 1999, in the Official Records of Placer County as Instrument No. 99-0085314.

C. Concurrent with its consideration of this Second Amendment, City is processing a Lot Line Adjustment and Rezone (Ordinance No. 3390) for the purpose of expanding the area of Parcel 72 from 6.20± acres to 7.15± acres, changing the zoning designation of the .95± acre expansion area from Community Commercial to Open Space, reducing the area of Parcel 45A from 14.01± acres to 13.98± acres, and reducing the area of Parcel 45B from 15.43± to 14.51± acres. City and HRN desire to enter into this Second Amendment in order to provide consistency with the Lot Line Adjustment and Rezone and otherwise effectuate the purposes described above.

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

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

AGREEMENT

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

1. The prior Section 2.A.2. of the Development Agreement, page 6 of 59, is superseded and is amended by substitution herewith and Section 2.A.2. (Amended 7/99), as set forth below is substituted therefore:

2.A.2. Vested Entitlements. Subject to the provisions and conditions of this Agreement, City hereby grants a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the other Entitlements, unless otherwise provided herein, and subject to amendment of this Agreement as provided in Section 1.F. The vested entitlements include the following land uses for the Property: 167.72 acres of Community Commercial use, 36.55 acres of Public/Quasi-public use, 32.15 acres of Park use, 10.00 acres of School use, 36.16 acres of Open Space use and 1770 dwelling units for Residential use, all as set forth in Exhibits B and C. Such uses shall be as set forth and defined in the Highland Reserve North Specific Plan and the Zoning Ordinance of the City of Roseville.

2. The prior Section 3.A.1.b. of the Development Agreement, page 20 of 59, is superseded and is amended by substitution herewith and Section 3.A.1.b. (Amended 7/99), as set forth below is substituted therefore:

3.A.1.b. Landowner, upon recordation of the HRN Final Large Lot Subdivision Map, shall convey to City, and City shall accept subject to the provisions of this Section 3.A., the following watershed open space parcels:

i. An 18.54 acre, more or less, portion of the Property for the purpose of drainage, flood control, and preservation of flood plain, wetland habitat and open space, shown as Parcel 71 on the HRN Land Use Map, attached as Exhibit B.

ii. A 7.15 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, shown as Parcel 72 on the Schematic Development Plan.

iii. A 6.42 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, shown as Parcel 73 on the Schematic Development Plan.

3. The prior Exhibit A-1 (Highland Reserve North Parcels 45A and 45B Property Description), page 22 of 34, is superseded and amended by substitution herewith and Exhibit A-1 (Highland Reserve North Parcels 45A and 45B Property Description), page 22 of 34, attached hereto and incorporated herein by reference, is substituted therefore.

4. The prior Exhibit A-1 (Highland Reserve North Parcel 72 Property Description), page 33 of 34, is superseded and amended by substitution herewith and Exhibit A-1 (Highland Reserve North Parcel 72 Property Description), page 33 of 34, attached hereto and incorporated herein by reference, is substituted therefore.

5. The prior Exhibit A-2 (Highland Reserve North Parcels 45A and 45B Property Delineation), page 22 of 34, is superseded and amended by substitution herewith and Exhibit A-2 (Highland Reserve North Parcels 45A and 45B Property Delineation), page 22 of 34, attached hereto and incorporated herein by reference, is substituted therefore.

6. The prior Exhibit A-2 (Highland Reserve North Parcel 72 Property Delineation), page 33 of 34, is superseded and amended by substitution herewith and Exhibit A-2 (Highland Reserve North Parcel 72 Property Delineation), page 33 of 34, attached hereto and incorporated herein by reference, is substituted therefore.

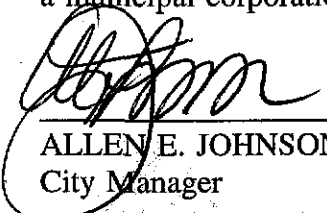
7. The prior Exhibit C (Table of Land Uses Highland Reserve North), page 1 of 1, is superseded and amended by substitution herewith and Exhibit C (Table of Land Uses Highland Reserve North), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

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

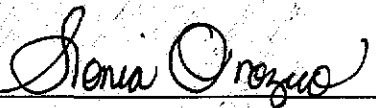
9. All provisions of the Development Agreement not otherwise inconsistent with this Second Amendment, are and shall remain in full force and effect. Such provisions are herewith reenacted, readopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Second Amendment and the readoption and ratification are consistent with the Roseville General Plan, and Highland Reserve North Specific Plan and the EIR certified by the City of Roseville on May 28, 1997, Resolution 97-125.

Approved and adopted pursuant to Ordinance No. 3391, this 1st day of
September, 1999.

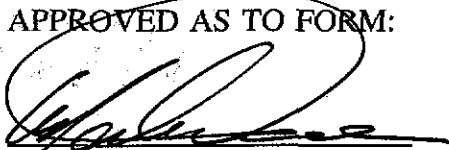
CITY OF ROSEVILLE,
a municipal corporation


ALLEN E. JOHNSON
City Manager

ATTEST:


for CAROLYN PARKINSON
City Clerk

APPROVED AS TO FORM:

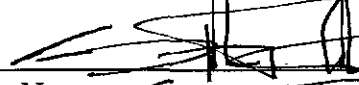

MARK J. DOANE
City Attorney

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

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

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

By: 
Name: DANIEL B GREEN
Its: VICE PRES

By: 
Name: STEPHEN J HATCHER
Its: VICE PRESIDENT

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

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

By: 
Name: DANIEL B GREEN
Its: VICE PRES

By: 
Name: STEPHEN J HATCHER
Its: VICE PRESIDENT

STATE OF FLORIDA } ss.
COUNTY OF Hillsborough }

On October 8, 1999 before me, Michelle M. Hacek, Notary Public, personally appeared DANIEL B. GREEN

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

Signature

Michelle M. Vacco

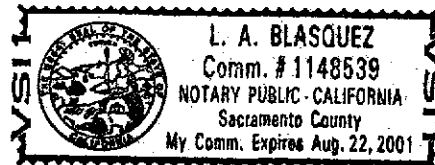
[illegible]

On OCTOBER 14, 1999, before me, L. A. Blasquez, a Notary Public, personally appeared STEPHEN THURTMORE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Signature LaBlasquez



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

} ss.

On November 9, 1999, before me, Sonia A. Orozco - Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Allen E. Johnson
Name(s) of Signer(s)

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

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



Place Notary Seal Above

WITNESS my hand and official seal.

Sonia A. Orozco
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

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: City of Roseville

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT A-1

HIGHLAND RESERVE NORTH PARCELS 45A & 45B AFTER LOT LINE ADJUSTMENT PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 45A and Lot 45B, as shown on the Large Lot Subdivision, as filed for record in Book "U" of Maps, at Page 61 and a portion of Lot 101 as shown on the Plat for Regional 65 Centre as filed for record in Book R of Maps at Page 24, Official Records of Placer County, and being more particularly described as follows:

PARCEL 45A

Beginning at a point bearing N47°48'45"E a distance of 701.11 feet from the most westerly corner of lot 45A as shown on that certain Large Lot Subdivision as filed for record in Book "U" of Maps, at Page 61 of the Official Records of Placer County, thence from said True Point of Beginning S57°52'25"E a distance of 175.09 feet; to a curve to the left having a radius of 2038.00 feet through a central angle of 16°47'34" with an arc length of 597.32 feet; subtended by a chord which bears S66°16'12"E for a distance of 595.18 feet; thence S16°10'37"W a distance of 204.42 feet; thence S32°07'35"W a distance of 565.35 feet; thence N57°52'25"W a distance of 911.38 feet; thence N37°33'03"E a distance of 639.86 feet; thence N71°10'13"E a distance of 48.94 feet to the point of Beginning. Containing 13.988 acres of land, more or less.

PARCEL 45B

Beginning at a point bearing S75°49'33"E a distance of 1990.00 feet from the most Westerly corner of lot 45A as shown on that certain Large Lot Subdivision as filed for record in Book "U" of Maps, at Page 61 of the Official Records of Placer County, thence from the TRUE POINT OF BEGINNING S40°22'31"W a distance of 653.70 feet; thence N53°04'37"W a distance of 401.44 feet; thence N57°52'25"W a distance of 389.67 feet; thence N32°07'35"E a distance of 565.35 feet; thence N16°10'37"E a distance of 204.42 feet; to a curve which tangent bears S74°39'59"E; thence along said curve to the left having a radius of 2038.00 feet through a central angle of 11°07'41" with an arc length of 395.82 feet; subtended by a chord which bears S80°13'49"E for a distance of 395.20 feet; thence S04°12'25"W a distance of 50.68 feet; to a curve to the left having a radius of 500.00 feet through a central angle of 73°17'28" with an arc length of 639.59 feet; subtended by a chord which bears S32°26'19"E for a distance of 596.86 feet to the Point of Beginning. Containing 14.51 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

This property description is provided for the express purpose of describing Real Property subject to the provisions of the Highland Reserve North Development Agreement as such property is shown as the Highland Reserve North Tentative Subdivision Map approved the City of Roseville on June 12, 1997. Any other uses are Strictly Prohibited. In particular, this property description is not intended for and may not be used for purposes of conveyance of Real Property described herein.

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

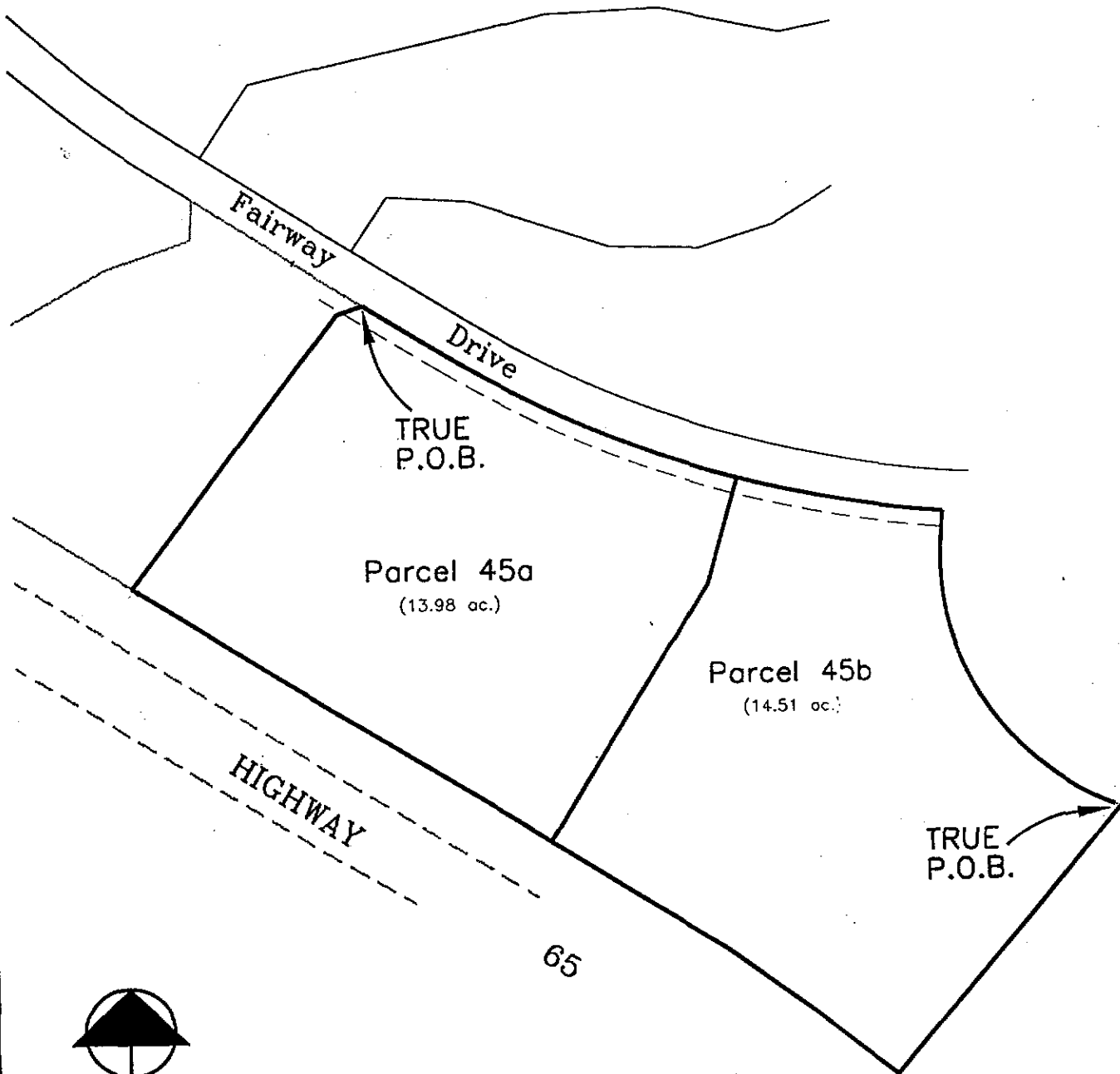
1376 Lead Hill, Suite 150
Roseville, California 95661-2944

[Signature]
Douglas R. Owyang, P.L.S. 6046
License Exp. Date: 6-30-01
Date: May 31, 1999



EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCELS 45A & 45B AFTER L.L.A.

PROPERTY DELINEATION



NORTH

Scale: 1"=300'

DISCLAIMER

This plat is provided for the express purpose of delineating Real Property subject to the provisions of the HIGHLAND RESERVE NORTH DEVELOPMENT AGREEMENT as such property is shown on the Highland Reserve North Tentative Subdivision Map approved by the City of Roseville on June 12, 1997. 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.

MACKEY & SOMPS

CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

May 31, 1999

18119-20

**EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 72 AFTER LOT LINE ADJUSTMENT
PROPERTY DESCRIPTION**

All that certain real property situate in a portion of Lot 101, 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 57°51'02" East a distance of 72.03 feet from the most Northerly corner of Lot 45A as shown on Highland Reserve North and Phase No. A Large Lot Subdivision and filed for Record in Book U of Maps at Page 61 P.C.R.; thence from the TRUE POINT OF BEGINNING thence South 71°10'13" West a distance of 48.94 feet; thence South 37°33'03" West a distance of 639.86 feet; thence North 57°52'15" West a distance of 617.67 feet; thence North 61°01'20" East a distance of 549.63 feet; thence North 71°10'46" East a distance of 166.41 feet; thence North 02°24'07" East a distance of 53.63 feet; thence North 02°24'07" East a distance of 20.73 feet; thence South 57°52'25" East a distance of 303.39 feet; thence South 57°52'25" East a distance of 72.03 feet to the point of beginning.

Containing 7.15 acres of land, more or less.

END OF DESCRIPTION

DISCLAIMER

This property description is provided for the express purpose of describing Real Property subject to the provisions of the Highland Reserve North Development Agreement as such property is shown as the Highland Reserve North Tentative Subdivision Map approved the City of Roseville on June 12, 1997. Any other uses are Strictly Prohibited. In particular, this property description is not intended for and may not be used for purposes of conveyance of Real Property described herein.

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Lead Hill, Suite 150

Roseville, California 95661-2944

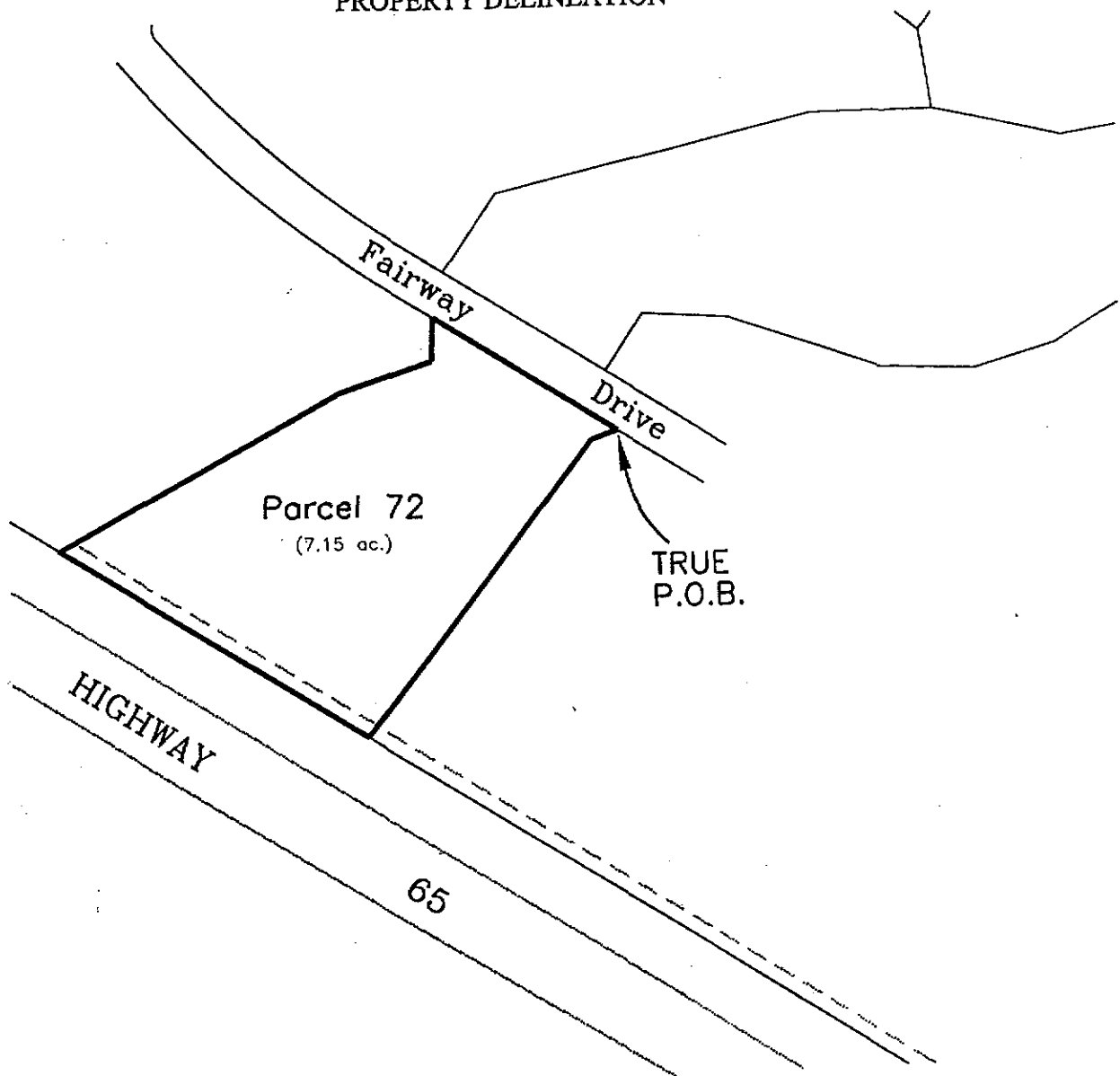
DRR
Douglas R. Owyang, P.L.S. 6046

License Exp. Date: 6-30-01

Date: May 31, 1999



EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 72 AFTER L.L.A.
PROPERTY DELINEATION



DISCLAIMER

This plot is provided for the express purpose of delineating Real Property subject to the provisions of the HIGHLAND RESERVE NORTH DEVELOPMENT AGREEMENT as such property is shown on the Highland Reserve North Tentative Subdivision Map approved by the City of Roseville on June 12, 1997. Any other use is strictly prohibited. In particular, this plot is not intended for and may not be used for purposes of conveyance of the Real Property delineated herein.



MACKEY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA 95661-2944 (916) 773-1189

May 31, 1999

18119-20

Parcel No.	Land Use	Acreage ⁽²⁾	Density	D.U.
1A	LDR	18.70	4.75	79
1B	LDR	22.75	4.75	108
2	LDR	31.77	4.75	151
3A	LDR	9.41	4.75	44
3B	LDR	18.90	4.75	89
4	LDR	28.54	4.75	135
5	LDR	14.64	4.50	65
6	LDR	20.05	4.20	83
7	LDR	22.27	4.40	96
8	LDR	20.65	4.60	94
9A	LDR	21.50	4.85	104
9B	LDR	17.38	2.90	50
10	LDR	19.40	4.40	85
LDR sub-total		263.96		1,183
20	MDR	14.63	8.00	117
30	HDR	13.90	18.00	250
31	HDR	11.77	18.70	220
total residential		304.26		1,770

40	CC	14.17
41	CC	12.39
42A	CC	18.28
42B	CC	3.75
43A	CC	20.60
43B	CC	1.00
44	CC	3.96
45A	CC	13.98
45B	CC	14.51
46A	CC	9.57
46B	CC	10.78
46C	CC	16.43
47A	CC	9.44
47B	CC	9.50
47C	CC	9.38
sub-total		168.67
50	Park	3.14
51	Park	3.78
52	Park	20.50
53	Park	4.73
sub-total		32.15
60	School	10.00
61	P/QP	36.55
sub-total		46.55
70	OS	4.05
71	OS	18.54
72	OS	7.15
73	OS	6.42
sub-total		36.16
Pleasant Grove Blvd.		7.66
Fairway Dr.		16.18
Highland Dr.		2.89
Central Park Dr.		1.47
sub-total		28.20
total		615.04 ⁽³⁾

Notes:

- (1) Stanford Ranch Road is illustrated within the Plan Area boundaries, however, the road area (9.89 ± ac.) is already dedicated right-of-way and is excluded from the Land Use Tables.
- (2) Listed acreages for Parcels 1-73 are gross acres, and include adjacent landscape corridors and entry street stubs.
- (3) Total site area per final map is 615.035 ac. (Book R of Maps, page 24).

EXHIBIT C TABLE OF LAND USES HIGHLAND RESERVE NORTH

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

ORDINANCE NO. 3391

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

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

1. The Second Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Highland Reserve North Specific Plan;
2. The Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Second Amendment to Development Agreement is in conformance with public health, safety and welfare;
4. The Second Amendment to Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The Second Amendment to Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Second Amendment to Development Agreement.

SECTION 3. The Second Amendment to Development Agreement by and between the Highland Reserve North L.P. and the City of Roseville, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

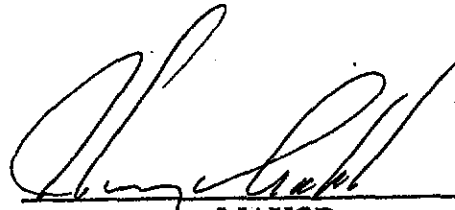
SECTION 4. The City Clerk is directed to record the executed Second Amendment Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this 1st day of September, 1999, by the following vote on roll call:

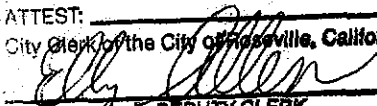
AYES	COUNCILMEMBERS:	Earl Rush, Dan Goodhall, Claudia Gamar, Randolph Graham, Harry Crabb
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None


MAYOR

ATTEST:


City Clerk

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

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK