

Recording Requested by

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

2000 Hilltop Circle

Roseville, CA 95747

Exempt from recording fees

Pursuant to Govt. Code 27383



PLACER County Recorder

JIM MCCAULEY Co Recorder Office

DOC- 2001-0136401

Tuesday, DEC 18, 2001 08:01:00

NOC \$0.0011

Ttl Pd \$0.00

Nbr-0000554761

ocg/R1/1-19

(THIS SPACE RESERVED FOR RECORDER'S USE)

Title: Fifth Amendment to the Development Agreement By and Between the City of Roseville and Highland Reserve North L.P. relative to the Development known as Highland Reserve North

CF: 0401-03-15

General Plan

Highland Reserve North Specific Plan

FILED

JAN 04 2002

CITY OF ROSEVILLE

BY

0102 0000 0129 0001

ST

FIFTH 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 FIFTH 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"), and Highland Reserve North, L.P., a Delaware limited partnership "HRN" or "Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

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

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

C. On July 21, 1999, City, HRN and Oakville Reserve, Ltd., a Florida limited partnership (Oakville Reserve"), by Ordinance No. 3375, entered into the First Amendment of 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. 95-0085315.

D. On September 1, 1999, City, HRN and Oakville Reserve, by Ordinance No. 3391, entered into the Second Amendment of the Development Agreement (the "Second Amendment"). The Second Amendment was recorded on Nov. 24, 1999, in the Official Records of Placer County as Instrument No. 96-002-015.

11. On June 21, 2000, City, HRN and Landowner, by Ordinance No. 3529, entered into the Third Amendment of the Development Agreement (the "Third Amendment"). The Third Amendment was recorded on August 2, 2000, in the Official Records of Placer County as Instrument No. 00-0056069.

F. On July 9, 2001, City, HRN and Landowner, by Ordinance No. 3678, entered into the Fourth Amendment of the Development Agreement (the "Fourth Amendment"). The Fourth Amendment was recorded on July 13, 2001, in the Official Records of Placer County as Instrument No.

G. Concurrent with its consideration of the Fifth Amendment, City is processing a General Plan Amendment (Resolution No. 01-513), a Specific Plan Amendment (Resolution No. 01-515), a Rezone (Ordinance No. 3744), and for purposes of redesignating Parcel 20 in the Highland Reserve North Specific Plan ("HRNSP") to High Density Residential land use. City and Landowner wish to enter into this Fifth Amendment in order to provide consistency with these land use approvals.

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

AGREEMENT

NOW, THEREFORE, CITY AND LANDOWNER AGREE AS FOLLOWS:

1. The prior Section 1.C.2. of the Development Agreement, page 4 of 58, is superseded and is amended by substitution herewith, and Section 1.C.2, as set forth below, is substituted therefore:

1.C.2. Termination of Single Family Residential Property. This Agreement may be terminated with respect to all or a portion of Parcels 1A, 1B, 2, 3, 4, 5, 6A, 6B, 7, 8, 9A, 9B, or 10, as shown on Exhibit B, at the election of the then property owner upon recordation of a final residential subdivision map for such property and upon written notice to City of such election to terminate, provided that i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City, ii) a supplemental Affordable Housing Development Agreement, if required, has been recorded on the parcel, and iii) the requirements of Section 3.G. with respect to provision for the ongoing maintenance of public improvements have been satisfied. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

i. The prior Section 1.C.3 of the Development Agreement, page 5 of 58, is superseded and is amended by substitution herewith, and Section 1.C.3, as set forth below, is substituted therefore:

1.C.3. Termination of Multi-Family Property. This Agreement may be terminated with respect to all or a portion of Parcels 20 and 30, as shown in Exhibit B, at the election of the then property owner upon issuance of a Design Review Permit, Major Project Permit or equivalent for such property or, if the single family purchase option is pursued pursuant to Section 2.B.2, upon issuance of a final residential subdivision map for such property, and upon written notice to City of such election to terminate, provided that i) all public improvements required to serve the parcel, as determined by City, have been accepted by City, ii) a supplemental Affordable Housing Development Agreement, if required, has been

recorded on the parcel and iii) the requirements of Section 3.G. with respect to provision for the ongoing maintenance of public improvements have been satisfied. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

3. The prior Section 2.A.2 of the Development Agreement, page 6 of 58, is superseded and is amended by substitution herewith, and Section 2.A.2, 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: 162.43 acres of Community Commercial use, 36.55 acres of Public/Quasi-public use, 36.72 acres of Park use, 9.85 acres of School use, 39.87 acres of Open Space use and 1,886 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.

4. The prior Section 2.B.1.a. of the Development Agreement, page 7 of 58, is superseded and amended by substitution herewith, and Section 2.B.1.b., as set forth below, is substituted therefore:

2.B.1.a. Landowner shall reserve 40 residential units on Parcel 30 for residents with earnings at eighty percent (80%) of median income. Such median household incomes 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 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. Such units shall be provided by Landowner without City subsidy.

5. The prior Section 2.B.1.b. of the Development Agreement, page 7 of 58, is superseded and is amended by substitution herewith, and Section 2.B.1.b., as set forth below, is substituted therefore:

2.B.1.b. The reservation provided in this Section 2.B.1 shall be as follows:

Parcel 30 – Forty (40)

2.B.1.b. At the request of Landowner and with the consent of City, the affordable unit reservations for which provision is made in this Section 2.B.1.b. may be transferred to another parcel or parcels elsewhere within the HRN Specific Plan area. No such transfer shall require an amendment to the HRN Specific Plan or to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected parcels, with reference to this Agreement. To the extent it is determined that such unit reservations are allowed to be transferred to the North Central Roseville Specific Plan ("NCRSP") area, this provision will allow these unit reservations to be eligible for such a transfer, subject to the consent of the City.

6. The prior Section 2.B.1.c. of the Development Agreement, pages 7 and 8 of 58, is superseded and is amended by substitution herewith, and Section 2.B.1.c., as set forth below, is substituted therefore:

2.B.1.c. To the extent that the number of affordable units actually produced on HRN Parcel 30 exceeds the affordable unit reservation for which provision is made in Section 2.B.1.b., Landowner shall be permitted to credit the excess affordable units towards the affordable allocation assigned to another HRN or NCRSP multi-family parcel at a ratio of one unit for one unit. Such credit transfer shall not require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing the credit transfer which shall be recorded against Parcel 30.

7. The prior Section 2.B.1.d of the Development Agreement, pages 8 and 9 of 58, is superseded and is amended by substitution herewith, and Section 2.B.1.d, as set forth below, is substituted therefore:

2.B.1.d. The forty (40) reserved units allocated to Parcel 30 shall be provided by Landowner without City subsidy.

8. The prior Section 2.B.1.e. of the Development Agreement, page 9 of 53, is superseded and is amended by substitution herewith, and Section 2.B.1.e., as set forth below, is substituted therefore:

2.B.1.e. Landowner and City shall enter into an Affordable Rental Housing Development Agreement that sets the initial rent for low income households, establishes the criteria and basis for annual rent increases, and provides the City a method to monitor the rents paid by low income households.

9. The prior Section 2.B.1.f. of the Development Agreement, page 9 of 58, is superseded and is amended by substitution herewith, and Section 2.B.1.f., as set forth below, is substituted therefore:

2.B.1.f. Landowner shall have the option of developing the affordable units assigned to Parcel 30 pursuant to Section 2.B.1.b. as a portion of a smaller multi-family project of less than the total units

allocated to that parcel (400 units). Where a smaller project is proposed for development on Parcel 30, a large lot parcel map will be required for the purpose of subdividing the applicable parcel map into two or more parcels. In the event Parcel 30 is subdivided for the purpose of developing smaller multi-family projects, the affordable housing obligation proportional allocation is approved by City pursuant to the Affordable Rental Housing Development Agreement process described in Section 2.B.1.e. above.

10. The prior Section 2.B.4. of the Development Agreement, pages 13, 14 and 15 of 58, is hereby deleted.

11. The prior Section 2.D. of the Development Agreement, pages 17 and 18 of 58, is superseded and is amended by substitution herewith, and Section 2.D., as set forth below, is substituted therefore:

2.D. Unit Transfer Criteria. It is the intent of this Agreement and the HRN Specific Plan to permit flexibility in adjusting the number of residential units allocated to any LDR large lot parcel in response to market demand and subdivision design considerations. To further this intent, units may be transferred between HRN large lot LDR parcels.

i. The transfer and receiving parcels are within the HRN Specific Plan area;

ii. The cumulative increase or decrease in units resulting from the minor density adjustment does not change by more than twenty percent (20%) the number of pre-transfer units allocated to either the transfer or receiving parcel as established by the June, 1997 HRN Specific Plan as amended;

iii. The transfer and receiving parcels have existing General Plan land use designations of LDR, and the density adjustment does not result in densities on either parcel above or below such existing land use designations; and

iv. The transfer and receiving parcels can accommodate such density adjustments without resulting in impacts beyond those identified in the HRN EIR.

Such minor density adjustments, if consistent with the above criteria, are contemplated by and within the intent of this HRN Specific Plan and the HRN EIR and will not require an amendment to the Specific Plan or the City General Plan.

To request a minor density adjustment, the owner or owners of both the transfer and receiving parcels shall submit to the Planning Director a Notice of Minor Density Adjustment, identifying the impacted parcels, designating the number of units being transferred and providing other

documentation as required by the Planning Director to determine compliance with the above unit transfer criteria. Applicant shall also provide a revised HRN Specific Plan Table 2-2 "Land Use By Parcel" reflecting the adjusted unit counts and densities. The revised table will be the official record tracking unit allocations to each HRN large lot LDR parcel.

If the Planning Director determines that the minor density adjustment is not consistent with the above criteria, the minor density adjustment shall be denied or may be referred or appealed to the Planning Commission for resolution. Any determination of consistency may, at the discretion of the Planning Director, be forwarded to the Planning Commission for review. Applicant may request density adjustments that do not comply with the above criteria. Such requests shall require an amendment to the HRN Specific Plan.

All unused units must be transferred prior to approval by the Roseville City Council of the last small lot final map for any LDR large lot parcel. Any unused units not approved for transfer shall revert to the City unit pool and Landowner shall have no subsequent claim to such units.

12. The prior Section 3.C.3.b. of the Development Agreement, pages 38 and 39 of 58, is superseded and is amended by substitution herewith, and Section 3.C.3.b., as set forth below, is substituted therefore:

3.C.3.b. Landowner and City acknowledge that entitlements for a total of Seven Hundred Thirty Two (732) Dwelling Units have been "transferred" from Parcels 20, 21A and 21B in the North Central Roseville Specific Plan (NCRSP) area south of Highway 65 to the Highland Reserve North Specific Plan Area, and that such units were entitled to a per unit credit in the amount of \$332.00 against each unit's Highway 65 Joint Powers Authority fee in consideration of the construction by the NCR CFD No. 1 of certain improvements in the NCRSP Area. In consideration of City's approval of such transfer, the first Seven Hundred Thirty Two (732) Single Family Dwelling Units constructed in the Highland Reserve North Specific Plan Area shall pay to City, upon issuance of a building permit for each unit, \$332.00 per unit, which amount shall be credited against the Highway 65 Joint Powers Authority Fee then in effect in the Highland Reserve North Specific Plan area. Such credit shall be in addition to the credits resulting from payments by Landowner pursuant to Section 3.H.1. City shall apply the \$332.00 per dwelling unit fee so collected to reimburse the NCR CFD No. 1 for the credits that would otherwise be lost due to such transfer. The per unit payment set forth above shall be annually increased by any indexing or percentage increase to which the related fee is subject.

Landowner and City further acknowledge that entitlements for a total of One Hundred Sixteen (116) Low Density Residential Units have been transferred from Parcel 18C in the NCRSP area south of Highway 65 to Parcel 20 in the HRNSP, and that such units were entitled to a per unit credit in the amount of \$565.00 against each unit's Highway 65 Joint Powers Authority fee in consideration of the construction by the NCR CFD No. 1 of certain improvements in the NCRSP Area. In consideration of City's approval of such transfer, One Hundred Sixteen (116) units of the eventual multi-family units constructed on Parcel 20 in the HRNSP shall pay to City, upon issuance of a building permit for each unit, \$565.00 per unit, which amount shall be credited against the Highway 65 Joint Powers Authority Fee then in effect in the Highland Reserve North Specific Plan area. Such credit shall be in addition to the credits resulting from payments by Landowner pursuant to Section 3.H.1. City shall apply \$565.00 per dwelling unit fee so collected to reimburse the NCR CFD No. 1 for the credits that would otherwise be lost due to such transfer. The per unit payment set forth above shall be annually increased by any indexing or percentage increase to which the related fee is subject.

13. The prior Section 3.E.2.a. of the Development Agreement, page 44 of 58, is superseded and is amended by substitution herewith, and Section 3.W.2.a., as set forth below, is substituted therefore:

3.E.2.a. Neighborhood Park Fees. The estimated total cost of developing the neighborhood park component of the HRN parks program is \$2,400,190. The per-unit Neighborhood Park Fee required to produce that amount of funding is:

- ii. Single Family (Low/Medium Density) Residential - \$1,595.
- iii. Multi-Family (High Density) Residential - \$1064.

Parcel 20 shall be required to pay the Single Family Residential fee for 95 of the 211 multi-family units on the parcel. The remaining 116 multi-family units on Parcel 20 shall not be charged any HRNSP park fee.

14. The prior Section 3.E.2.b. of the Development Agreement, pages 44 and 45 of 58, is superseded and is amended by substitution herewith and Section 3.E.2.b., as set forth below, is substituted therefore:

3.E.2.b. Neighborhood Park Fee Credit. In consideration of the advance funding of the Neighborhood Park on Parcel 50 and the provision of parksite roadway frontage improvements as set forth in Sections 3.E.1.a. and 3.B.11. hereof, the City shall apply the following credit on a per-unit basis against the Neighborhood Park Fee set forth above:

- i. Single Family (Low/Medium Density) Residential - \$458;
- ii. Multi-Family (High Density) Residential - \$306:

Parcel 20 shall be entitled to a Single Family Residential fee credit for 95 of the 211 multi-family units on the parcel. The remaining 116 multi-family units on Parcel 20 shall not be charged an HRNSP park fee, or be entitled to any HRNSP park fee credit.

14. The prior Section 3.E.2.c. of the Development Agreement, page 45 of 58, is superseded and is amended by substitution herewith, and Section 3.E.2.c., as set forth below, is substituted therefore:

3.E.2.c. Neighborhood Park Fee Net of Credit. Upon issuance of a residential building permit, Landowner agrees to pay and City shall collect, pursuant to Roseville Municipal Code, Chapter 4.37, an HRN Neighborhood Park Fee net of credit in the amounts set forth below:

- i. Single Family (Low/Medium Density) Residential - \$1,137;
- ii. Multi-Family (High Density) Residential - \$758.

The Neighborhood Park Fee Net of Credit for which provision is made in this Section 3.E.2.c. shall be increased annually on January 1st of each calendar year by a percentage equal to the inflation rate for the prior year for construction costs as determined by the Director of the Department of Parks and Recreation on December 1st of each calendar year. The Director's Cost Index for the calendar year as of December 1st.

Parcel 20 shall be required to pay the Single Family Residential neighborhood park fee net of credit for 95 of the 211 multi-family units on Parcel 20. The remaining 116 multi-family units on Parcel 20 shall not be charged any HRNSP park fee. If only one building permit is pulled for the Parcel 20 multi-family project, the entire park fee obligation for the project shall be paid upon issuance of the building permit. If the Parcel 20 multi-family project involves multiple building permits, one-half of the total park fee revenue shall be paid upon issuance of the first building permit for Parcel 20, with all of the remaining park fee revenue paid upon issuance of the second building permit for Parcel 20.

16. The existing Exhibit A-1 (Parcel 20), page 14 of 35 of the Development Agreement, is attached hereto and incorporated by reference herein.

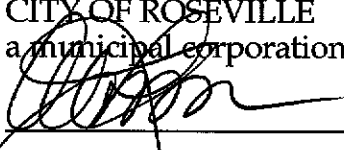
17. The existing Exhibit A-2 (Parcel 20), page 14 of 35 of the Development Agreement, is attached hereto and incorporated by reference herein.

18. The prior Exhibit C (Table of Land Uses) to the Development Agreement, page 1 of 1, is superseded and amended by substitution herewith, and Exhibit C, page 1 of 1, attached hereto and incorporated by reference, is substituted therefore.

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

Approved and adopted pursuant to Ordinance No. 3745 this 24th day of October, 2001.

CITY OF ROSEVILLE
a municipal corporation

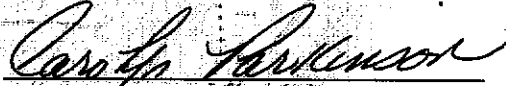

ALLEN E. JOHNSON
City Manager

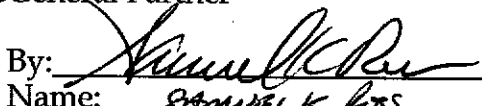
HIGHLAND RESERVE NORTH, L.P.,
A Delaware Limited Partnership

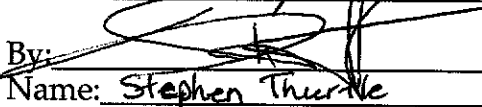
By: Richland Norcal, Ltd.,
A Florida Limited Partnership
General Partner

By: Richland Ventures, Inc.,
A Florida Corporation,
General Partner

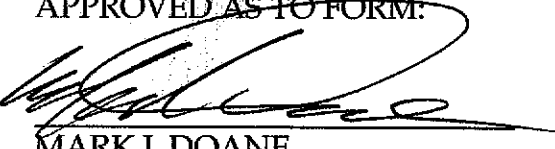
ATTEST:


CAROLYN PARKINSON
City Clerk

By: 
Name: SAMUEL K. ROSS
Its: Vice President

By: 
Name: Stephen Thurne
Its: Vice President

APPROVED AS TO FORM:


MARK J. DOANE
City Attorney

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 6th day of December in the year of 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson, 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: Fifth Amendment to the Development Agreement

Date of Document: December 6, 2001

Acknowledgment – All Purpose

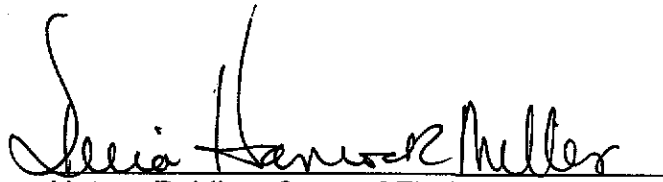
Notary

State of Florida

County of Hillsborough

On Sept. 5, 2001, before me personally appeared Samuel K. Ross, who is the Vice President of Richland Ventures, Inc., which is the general partner of Richland Nor Cal, Ltd., the general partner of Highland Reserve North, L.P. and as such he/she signed the foregoing document. He/she is ✓ personally known to me or proved to me on the basis of that he is the person herein named who signed this document.

Witness my hand and official seal.


Notary Public – State of Florida

Della Hancock Miller
Printed Name of Notary Public

My commission expires:



Della Hancock Miller
Commission # 00 868525
Expires Oct. 20, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

12

STATE OF CALIFORNIA }
 }
COUNTY OF SACRAMENTO }

On September 26, 2001, before me, L. A. BLASQUEZ, a Notary Public, personally appeared STEPHEN THURTL, 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 entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

L. A. Blasquez

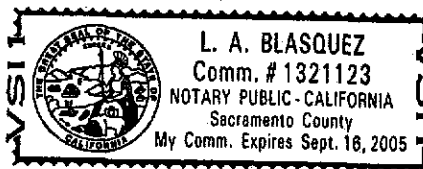


EXHIBIT "A-1"
FOR AMENDED DEVELOPMENT AGREEMENT
HIGHLAND RESERVE NORTH
LOT 20
City of Roseville, County of Placer, State of California

Lot "20" as shown on the Amended Final Map of Highland Reserve North Phase No. B through F Large Lot Subdivision, as filed for record in the office of the Recorder of Placer County, California, on July 26, 2000, in Book W of Maps at Page 43.

Containing 11.95 acres more or less.

END OF DESCRIPTION

DESCRIPTION PREPARED BY:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100
Roseville, California 95661-2944


Bruce W. Jacks, P.E. 23038
License Expiration Date: 12-31-01
Date: July 25, 2001



30
HDR

1A
LDR

1B
LDR

Highland Park Drive

20

Existing Zone:
Small Lot Residential (RS)

102 d.u.

Proposed Zone:
Attached Housing (R-3)

218 d.u.

11.95 ± ac.

3
LDR

Fairway

Drive

47A
CC

47B
CC

EXHIBIT A-2
Page 14 of 35

PARCEL 20
HIGHLAND RESERVE NORTH
AMENDED DEVELOPMENT AGREEMENT
ROSEVILLE, CA

MACKEY & SOMPS

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

SAH	1"=200'	10/9/01	18119-SSR
DRAWN BY	SCALE	DATE	JOB NO.



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 ENGINEERS, INC.
CIVIL ENGINEERING-LAND PLANNING-LAND SURVEYING
ROSEVILLE, CALIFORNIA

EXHIBIT B
SCHEMATIC DEVELOPMENT PLAN
HIGHLAND RESERVE NORTH

THIS EXHIBIT IS CONCEPTUAL AND
IS FOR PLANNING PURPOSES ONLY.

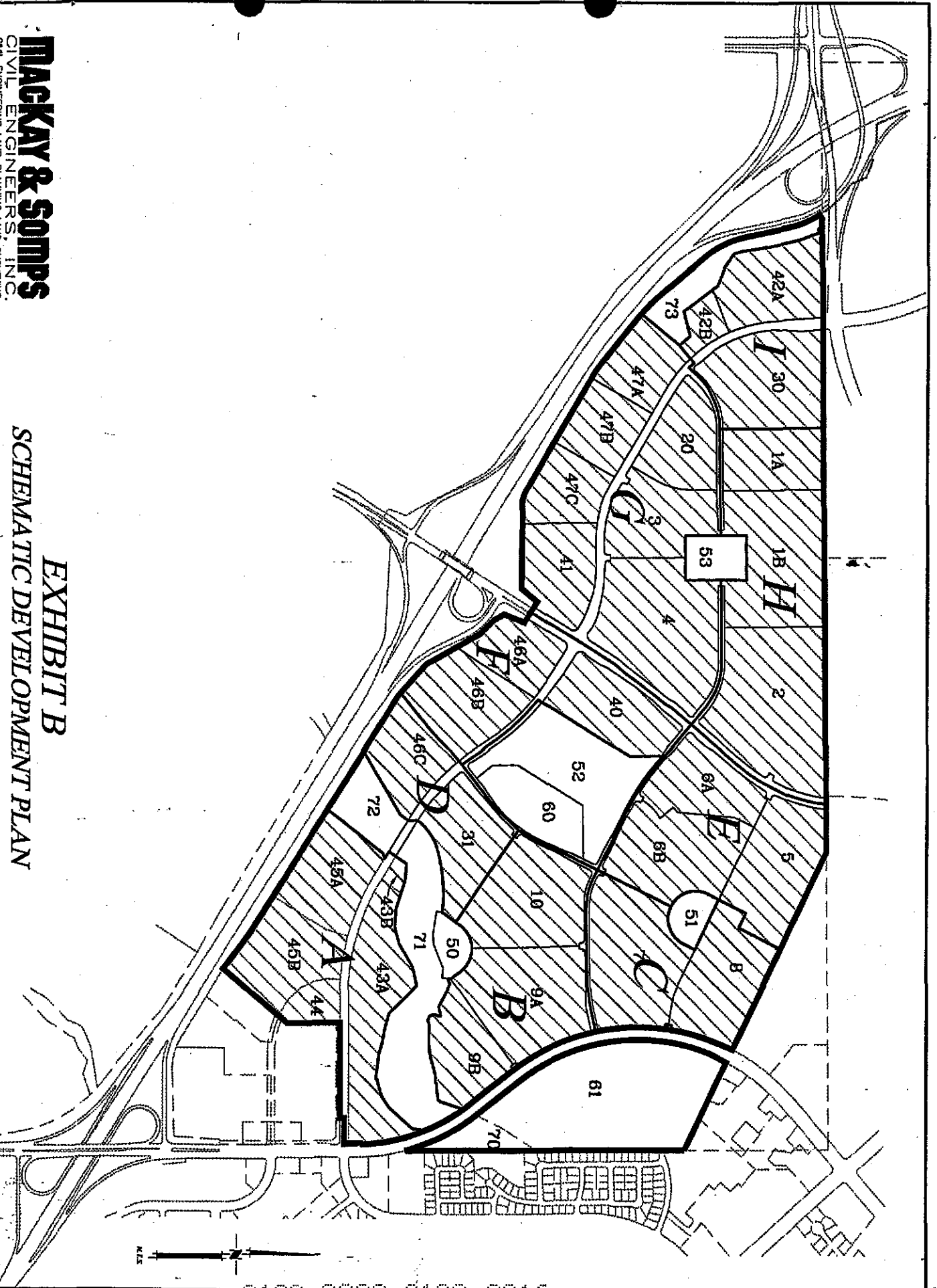


EXHIBIT C TABLE OF LAND USES HIGHLAND RESERVE NORTH

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

Parcel No.	Land Use ⁽¹⁾	Acreage ⁽²⁾	Density	D.U.
1A	LDR	11.66	5.66	66
1B	LDR	24.25	4.17	101
2	LDR	30.33	4.78	145
3	LDR	13.79	4.65	64
4	LDR	26.70	3.60	96
5	LDR	18.52	4.32	80
6A	LDR	12.39	3.39	42
6B	LDR	18.86	3.98	75
7	LDR	21.81	3.44	75
8	LDR	17.42	4.77	83
9A	LDR	21.42	3.69	79
9B	LDR	11.92	3.36	40
10	LDR	19.66	3.67	72
LDR sub-total		248.72		1,018
20	HDR	11.95	18.25	218
30	HDR	19.81	20.20	400
31	HDR	13.72	18.23	250
total residential		294.20		1,886
40	CC	13.93		
41	CC	12.37		
42A	CC	14.83		
42B	CC	3.39		
43A	CC	20.60		
43B	CC	1.00		
44	CC	3.96		
45A	CC	13.99		
45B	CC	14.51		
46A	CC	9.05		
46B	CC	15.23		
46C	CC	11.37		
47A	CC	9.33		
47B	CC	9.50		
47C	CC	9.37		
sub-total		162.43		
50	Park	3.35		
51	Park	3.55		
52	Park	20.35		
53	Park	5.16		
sub-total		32.41		
60	P/QP	9.85		
61	P/QP	36.55		
sub-total		46.40		
70	OS	4.05		
71 (portion)	OS	19.66		
71A (portion)	Park & Rec.	4.31		
72	OS	7.43		
73	OS	8.73		
sub-total		44.18		
Major Roads & R/W		35.42		
sub-total		35.42		
Total		615.04 ⁽³⁾		

Notes:

- (1) Stanford Ranch Road is illustrated within the Plan Area boundaries, however, the road area (9.29 ± 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).
- (4) All acreages are approximate.

0102 0000 0129 0017

P:\18119\exhibits\schematic\hnm-c-landuse1.dwg

10-09-2001 15:43:37 shskell
There are no references in this drawing.

ORDINANCE NO. 3745

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FIFTH 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 Fifth Amendment to Development Agreement with the Highland Reserve North L.P. to alter and clarify provisions in the existing Development Agreement relating to Highland Reserve North Specific Plan Parcel 20.

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

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

SECTION 3. The Fifth 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 Fifth 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.

فصل في بيان ما يجب من العلم والادب