

95-059718 | Rec Fee .00  
 | Total .00  
 Recorded |  
 Official Records |  
 County of |  
 Placer |  
 Jim McCauley |  
 Recorder |  
 3:32pm 7-Nov-95 | RJ 40

Record and When Recorded  
 Return Original To:

**RECORDING REQUESTED BY:**

City Clerk  
 City of Roseville  
 311 Vernon, #208  
 Roseville, California 95678

Exempt from recording  
 fees pursuant to  
 Government Code 27383

**AMENDMENT OF SUPPLEMENTAL DEVELOPMENT AGREEMENT  
 PARCELS 21, 24, 25, 34, 40, 42, 43, 48 AND 49  
 NORTH CENTRAL ROSEVILLE SPECIFIC PLAN AREA**

THIS AMENDMENT is entered into this 20th day of October, 1995, by and between the City of Roseville, a municipal corporation ("City") and Roseville Properties Investment Partners Ltd., a Texas limited partnership ("Owner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Owner and City entered into a Development Agreement (the "Development Agreement"), which was approved by the City Council of City on September 5, 1990 and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.

B. Owner and City entered into a Supplemental Development Agreement ("Supplemental Agreement") dated June 14, 1991, which was recorded on June 18, 1991, in the Official Records of Placer County as Instrument No. 91-035023. This Amendment amends that Supplemental Agreement. It affects the real property described in Exhibit "A" attached hereto (which is Exhibits "A-1" and "A-2" to the Supplemental Agreement) and shall run with the land.

C. Concurrent with the Supplemental Agreement, declarations of equitable servitudes (the "Equitable Servitudes") were executed by Owner for each of the parcels affected by the Supplemental Agreement.

D. On August 1, 1990, the City Council (the "City Council") of the City of Roseville duly adopted its Resolution No. 90-184, establishing the City of Roseville North Central Roseville Community Facilities District No. 1 ("CFD") for the purpose of providing for the financing of certain facilities and improvements ("Improvements") in and for the CFD; and

**FILED**

JAN 05 1996  
08-04-95

CITY OF ROSEVILLE  
 BY                     

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CF: 04/01-03-09  
 NCRSP

E. At an election held in the CFD on September 25, 1990, the qualified electors therein duly authorized the issuance of ninety five million dollars (\$95,000,000) in principal amount of special tax bonds for the purpose of financing the Improvements; and

F. At such election the qualified electors of the CFD also authorized the levy and collection of special taxes to be used for the purposes, among others, of paying the interest and principal of and redemption premiums, if any, on bonds and other annual costs; and

G. The City Council has heretofore issued and delivered ninety million one hundred twenty five thousand dollars (\$90,125,000) in principal amount of special tax bonds of the CFD authorized at the election described hereinabove, which bonds are designated "City of Roseville, North Central Roseville Community Facilities CFD No. 1 Special Tax Bonds" (the "Bonds"); and

H. Upon delivery of the Bonds issued by the District, approximately \$47,042,000 of the Bond proceeds (the "Initial Release") were deposited in the CFD "Acquisition and Construction Fund" and immediately used in financing those certain "Initial Improvements"; and

I. Upon delivery of the Bonds, approximately \$26,050,000 of the Bond proceeds were deposited in the CFD "Escrow Fund" to be available as certain value-to-lien ratios and other preconditions set out in the Amended and Restated Bond Resolution were satisfied, for use in financing the remaining improvements within the CFD (the "Subsequent Improvements"); and

J. The Escrow Fund was used to effect an early call of a portion of the Bonds and such Escrow Fund is no longer available to be used to pay the costs of the Subsequent Improvements. A list of the Subsequent Improvements is attached hereto as Exhibit "B"; and

K. As a result of the Escrow Fund being used to provide for early redemption of certain outstanding Bonds, the CFD currently does not have on hand funds in an amount sufficient to pay for the costs of the Subsequent Improvements required by and for the CFD; and

L. Owner submitted a petition (the "Petition") to the City and the City Council on December 17, 1993, pursuant to which Owner petitioned the City Council to implement proceedings for the adoption of a resolution of consideration to make amendments, changes and alterations to the Rate and Method of Apportionment of Special Taxes (the "Rate and Method"); and

M. The Petition provides for the payment of the costs of the Subsequent Improvements on a pay-as-you-go basis from a portion of the special taxes to be levied annually within the CFD and not required for payment of debt service on the Bonds; and

N. The City Council held a public hearing on May 4, 1994, and adopted and approved the Petition and set a date for an election of the CFD property owners to approve the Petition ("Election"); and

O. The approval of the Petition and the resultant changes in the Amended Rate and Method necessitate changes in the various development documents between the City and the respective landowners as to their respective property in the CFD; and

P. The City Council, during its May 4, 1994 hearing, also decided to enter into an agreement (the "City Agreement") with various landowners of the CFD, including Owner to amend, among other such documents, the Supplemental Agreement.

Q. The City Council has found and determined that this amendment (the "Amendment") of the Supplemental Agreement is consistent with the General Plan and the North Central Roseville Specific Plan.

R. Concurrently with this Amendment, the parties are: supplementing the "Agreement by and Between the City of Roseville and Roseville Properties Investment Partners Ltd. Regarding Acquisition and Financing of Public Improvements" (the "Acquisition Agreement") with an agreement referred to hereinafter as the Supplemental Acquisition Agreement and superseding that agreement known as the "Amended and Restated Shortfall Agreement by and Between the City of Roseville, Roseville Properties Investment Partners Ltd., and Roseville 150 Center with an agreement referred to hereinafter as the Second Amended Shortfall Agreement.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. Amendment of Supplemental Development Agreement. The following sections of the Supplemental Development Agreement are hereby amended as follows:

a. Section 4. Subject to the provisions of the Amended Rate and Method adopted by the City Council on May 4, 1994, attached hereto as Exhibit "B" and incorporated herein by this reference, including the list of improvements, construction budget, and other items set forth in Attachment 3 attached thereto, the estimated costs of the listed improvements are hereby amended as follows:

<u>"OBLIGATED PARCEL"</u>	<u>PARCEL SPECIFIC IMPROVEMENT</u>	<u>ESTIMATED COST</u>
21	Roseville Parkway, 2 lanes, Collector A to Pleasant Grove (including in-road waterline)	\$ 662,208

24	Collector C, Frontage Improvements (Parcel 24)	422,460
25	Collector C, Frontage Improvements (Parcel 25)	714,945
34	Frontage Improvements, Stanford Ranch Road	336,058
40	Parcel 82 Bike Path	82,380
42	Parcel 101 Detention Basin	705,378
42	Eastpark Drive	2,233,696
43	Parcel 101 Detention Basin	705,378
43	Pleasant Grove Boulevard, Lanes east of the median, median and utilities	1,792,835
43	Parcel 83 Bike Path	94,150
48	Pleasant Grove Boulevard, Lanes west of the median	358,567
48	Parcel 84 Bike Path	164,760
48	Parcel 101 Detention Basin	705,378
49	Parcel 49 Detention Basin	235,126
49	Roseville Parkway, 2 lanes, Washington Boulevard to Collector A (including in-road waterline)	993,312
49	Utility Trench and utilities Washington Boulevard to Collector A	400,094

A worksheet reconciling, on a line-item basis, the estimated costs of the Parcel Specific Improvements (as set forth above) and the CFD Construction Budget (as set forth in Attachment 3 to the Amended Rate and Method) is attached as Exhibit "C" and incorporated herein by reference.

- b. New Exhibit "B". Insert attached Exhibit "D" as new Exhibit "B".
- c. Section 5. Replace Section 5 in its entirety to read as follows:

"Owner and City agree that City shall not be required to approve or issue any building permit for a structure upon an Obligated Parcel unless and until Owner has either (a) completed construction of the Parcel Specific Improvement or Parcel Specific Improvements which are assigned to such Obligated Parcel (as set forth in Section 4) or (b) posted security, in an amount and in a form satisfactory to City, sufficient to ensure completion of the Parcel Specific Improvement assigned to such Obligated Parcel prior to the issuance of the first Certificate of Occupancy for any structure to be located on the Property.

Notwithstanding the above and subject to the provisions of the Amended Rate and Method, any demand upon an Obligated Parcel pursuant to this Agreement requiring either the construction of, or posting of security as to, a Parcel Specific Improvement as part of or as a condition of any land use entitlement request shall only be made by the City Council after a noticed public hearing on the land use entitlement request. The Equitable Servitudes previously executed by Owner and recorded for each of the Obligated Parcels shall be removed (upon construction and acceptance of the Parcel Specific Improvement required by the City Council) or modified for a particular Obligated Parcel consistent with any City action under this Section 5 of this Agreement.

In the event that the City Council at such hearing affirms the obligation and requires such a Parcel Specific Improvement to be constructed and financed by Owner, Owner shall be entitled, upon completion of the Parcel Specific Improvement and acceptance of it by the City, to reimbursement by the CFD in an amount equal to the lesser of the actual cost of construction or the estimated cost as shown in Section 4 of this Agreement plus any Accumulated Savings as permitted by either the Second Amended Shortfall Agreement or the Supplemental Acquisition Agreement. Provided, however, that such reimbursement shall be limited to and subject to the priorities, limitations, terms and conditions of the Supplemental Acquisition Agreement and the Second Amended Shortfall Agreement, including without limitation by reason of enumeration, the limitation that such reimbursement by the CFD shall be limited to lawfully available funds in the CFD Acquisition and Construction Fund as the same may change from time to time. The Finance Director (upon completion and acceptance of the required Parcel Specific Improvement) shall issue to Owner a written certificate confirming the amount which shall

be reimbursed by the CFD in accordance with this Agreement, the Second Amended Shortfall Agreement and the Supplemental Acquisition Agreement. The written certificate shall be in substantially the form attached hereto marked as Exhibit "E".

Additionally, the Finance Director, upon completion and acceptance of the Parcel Specific Improvement, shall amend the To-be-paid List which is set forth in Exhibit H of the Supplemental Acquisition Agreement (as provided in Section 10 of the Supplemental Acquisition Agreement and consistent with Section 7 below). The amendment shall restate the To-be-paid List so as to move the completed Parcel Specific Improvement from the Priority List to a position placing it in chronological order on the To-be-paid List as the most recently completed Improvement, ahead of all improvements not yet completed and accepted by the City."

d. Section 7. Amend to read as follows:

"7. City and Owner agree that when and if, a Parcel Specific Improvement constructed as a result of a demand by the City Council pursuant to this Agreement has been completed and accepted by City, Owner (or Owner's express assignee if an assignment is made in accordance with Section 10 below) shall be reimbursed for the cost of the Parcel Specific Improvement, such reimbursement not to exceed the lesser of the actual cost of construction or the estimated cost as shown in Section 4 of this Agreement plus any Accumulated Savings as permitted by either the Second Amended Shortfall Agreement or the Supplemental Acquisition Agreement;

Provided, however, City and Owner expressly understand that such reimbursement shall be made solely from special taxes levied pursuant to and under authority of the Amended Rate and Method of Apportionment of Special Taxes adopted and approved for the CFD (and providing for the use of special taxes for payment of the cost of Improvements on a "pay as you go basis") which are within the CFD Construction and Acquisition Fund and from any other funds which are lawfully available within the CFD Construction and Acquisition Fund.

City and Owner further understand and agree that should Owner construct any Subsequent Improvement on an Obligated Parcel as a result of City Council action affirming a Parcel Specific Improvement pursuant to this Agreement, Owner shall be reimbursed out of the next available CFD funds subject to the priority of any other similarly required and previously constructed Subsequent Improvement.

Provided, however, that in the event that City receives reimbursement applications for completed Parcel Specific Improvements specifying amounts which exceed, in the aggregate at any given time, the funds available from the Construction and Acquisition

Fund of the CFD, City shall reimburse applicants in the order in which the Parcel Specific Improvements have been accepted by City.

City and Owner understand and agree that any Parcel Specific Improvement constructed by Owner pursuant to the Supplemental Acquisition Agreement by and between City and Owner dated September 20, 1995 (the "Supplemental Acquisition Agreement"), rather than as a requirement of the City Council pursuant to this Agreement, shall be acquired, financed and reimbursed in accordance with the Supplemental Acquisition Agreement.

In the event that the CFD is unable to generate financing sufficient to reimburse Owner (or Owner's express assignee) for any Parcel Specific Improvement prior to January 1, 2023, all rights of Owner (or Owner's express assignee) to reimbursement from the CFD shall expire. Nothing in this Agreement shall be construed to limit any rights, including reimbursement rights, Owner may have under the Second Amended Shortfall Agreement or the Supplemental Acquisition Agreement.

City and Owner understand and acknowledge that the right to reimbursement is personal to Roseville Properties Investment Partners Ltd. ("RPIP") and does not run with the land. Accordingly, for purposes of processing any reimbursement requests, RPIP shall be the only entity which is entitled to reimbursement and with whom the City need deal. Notwithstanding the foregoing, RPIP shall be entitled to designate an express assignee for purposes of submitting reimbursement requests and receiving reimbursement from the City."

e. Section 16. Substitute the following for the Owner entity receiving notice:

"Roseville Properties Investment Partners Ltd.  
Attn: Stephen Thurtle  
2240 Douglas Boulevard, Suite 120  
Roseville, California 95661

with copies to:

Balcor Management Services, Inc.  
Attn: Mark Williams  
2355 Waukegan Road, Suite A-200  
Bannockburn, Illinois 60015

Katten Muchin & Zavis  
Attn: Andrew D. Small  
525 West Monroe Street, Suite 1600  
Chicago, Illinois 60661-3693

Weintraub Genshlea & Sproul  
Attn: Kenneth J. Sylva  
400 Capitol Mall, 11th Floor  
Sacramento, California 95814"

2. Consistency with General Plan. The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

3. Amendment. This Amendment amends, but does not replace or supersede, the Supplemental Agreement except as specifically amended herein.

4. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A":	Property Description
Exhibit "B":	Subsequent Improvements List
Exhibit "C":	Reconciliation Worksheet
Exhibit "D":	Exhibit "B" - Amended Rate and Method
Exhibit "E":	Form of Finance Director Certificate


IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 2918, adopted by the Council

of the City of Roseville on the 20th day of September 1995, and Owner have caused this Agreement to be executed.

**CITY OF ROSEVILLE:**

By:   
City Manager

**APPROVED AS TO FORM:**

  
City Attorney


**ATTEST:**

  
City Clerk


**OWNER:**

**ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD.**, a Texas limited partnership

By: **RPIP OF ILLINOIS**, an Illinois corporation, its General Partner

By:   
(ALEX DARGATZ)  
(printed name)

Its: SENIOR VICE PRESIDENT

By:   
(MARK A WILLIAMS)  
(printed name)

Its: VICE PRESIDENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

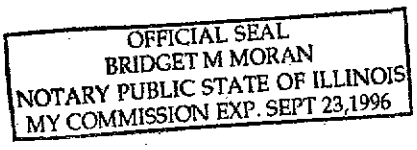
State of ILLINOIS

County of COOK

On 8/28/95 before me, Bridget M. Moran  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Alex Darragh  
Name(s) of Signer(s)

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.

Bridget M. Moran  
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: \_\_\_\_\_

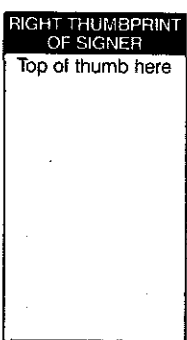
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

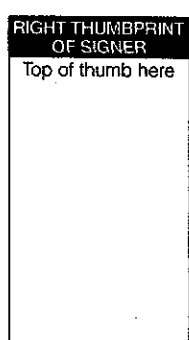
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

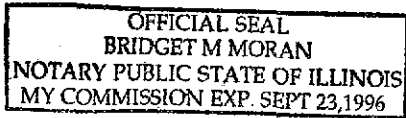
State of ILLINOIS

County of COOK

On 8/28/95 before me, Bridget M. Moran  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MARK WILLIAMS  
Name(s) of Signer(s)

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.

Bridget M. Moran  
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.*

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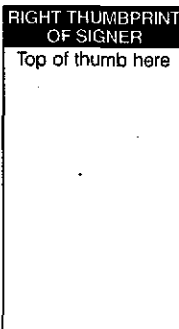
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

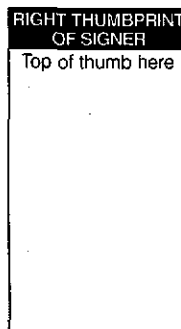
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
 : ss.  
 )  
COUNTY OF PLACER

On this 21 day of September in the year of 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names 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.

Carolyn K. Parkinson  
Notary Public in and for said State



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

Title or Type of Document Amendment 7 Supplement Parcel Agreement -  
Parcels 21, 24, 25, 34, 40, 42, 43, 48 + 49  
Date of Document 9.20.95

Acknowledgment - All Purpose

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

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EXHIBIT "A"  
LEGAL DESCRIPTION

All that certain real property situate, lying and being within the City of Roseville, County of Placer, State of California, described as follows:

PARCEL ONE:

Parcels 21, 24, 25, 40, 42, 43, 48 and 49 as said parcels are shown and so designated on that certain map entitled "Regional 65 Centre" filed September 25, 1990 in Book "R" of Maps, Page 24, Official Records.

PARCEL TWO:

Parcels 34A, 34B and 34C of Parcel Map No. 94-7 as shown and so designated on that certain Parcel Map entitled "6750 Stanford Ranch Road, Being Lot 34 of Regional 65 Centre filed in Book "R" of Maps, at Page 24" filed June 13, 1995 in Book 28 of Parcel Maps, at page 67, Official Records.

**EXHIBIT "B"**

**SUBSEQUENT IMPROVEMENTS LIST**

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APR 10 2014 11:14

Attachment 3  
North Central Roseville CFD No. 1  
Construction Budget and Funding Priority for  
Subsequent Improvements

Item	Cost Bid/Est.	Contingency 14% [1]	City Inspector/Soils	Total Cost
<b>City Priorities</b>				
Granite Payment	\$1,300,000	n/a	n/a	\$1,300,000
Consultant/Legal Rate & Method	\$50,000	\$7,000	n/a	\$57,000
Median Landscape (ML) Design	\$50,000	\$7,000	n/a	\$57,000
ML Installation - Harding	\$75,511	\$10,572	\$2,690	\$88,773
ML Installation - Pl. Grove (remain)	\$139,394	\$19,515	\$4,967	\$163,876
ML Installation - Rose. Pkwy - Harding to Pl. Grove (remain)	\$157,290	\$22,021	\$5,804	\$184,915
Parcel 91/93 Fencing	\$86,100	\$12,054	\$3,068	\$101,222
Park Preserve/91 Sidewalks	\$81,648	incl.	\$2,909	\$84,557
Park Preserve/84 Sidewalks	\$32,544	incl.	\$1,160	\$33,704
Bike paths North of Rose. Pkwy.	\$290,304	\$40,643	\$10,343	\$341,290
<b>Remaining Priorities</b>				
<b>Group 1 - Priority Funding Order</b>				
Engineering - Stand Alone Phase II	\$150,000	n/a	n/a	\$150,000
Rose. Pkwy - Utilities/Trench	\$340,323	\$47,645	\$12,126	\$400,094
Rose. Pkwy - Blue Oaks Waterline	\$1,180,331	\$165,246	\$42,055	\$1,387,632
Rose. Pkwy - 2 lanes (Wash. to Pl. Grove)	\$700,000	\$98,000	\$24,941	\$822,941
Rose. Pkwy - Median L. - Wash. to Pl. Grove	\$300,000	\$42,000	\$10,689	\$352,689
Waterline North of Hwy. 65	\$746,869	\$104,562	\$26,611	\$878,041
Stanford Ranch Rd.	\$285,854	\$40,020	\$10,185	\$336,058
Collector C - Street	\$177,485	\$24,848	\$6,324	\$208,657
Collector C - Utilities [2]	\$590,000	\$82,600	\$21,022	\$693,622
Collector C - Waterline	\$200,000	\$28,000	\$7,126	\$235,126
Detention Basins 49 & 101	\$800,000	\$112,000	\$28,504	\$940,504
Pleasant Grove North of Rose. Pkwy - Street	\$610,000	\$85,400	\$21,734	\$717,134
Pleasant Grove North of Rose. Pkwy - Utilities [2]	\$880,000	\$123,200	\$31,354	\$1,034,554
Pleasant Grove North of Rose. Pkwy - Waterline	\$340,000	\$47,600	\$12,114	\$399,714
<b>Group 2 - Discretionary Funding Order</b>				
Park Parcel 500	\$438,900	n/a	n/a	\$438,900
East Park - Street	\$350,000	\$49,000	\$12,470	\$411,470
East Park - Utilities [2]	\$1,000,000	\$140,000	\$35,630	\$1,175,630
East Park - Waterline	\$550,000	\$77,000	\$19,596	\$646,596
Medians Pl. Grove North of Rose. Pkwy.	\$106,393	\$14,895	\$3,791	\$125,079
Rose. Pkwy - Waterline East of Harding	\$149,218	\$20,891	\$5,317	\$175,425
Rose. Pkwy - East of Harding	\$425,627	\$59,588	\$15,165	\$500,380
Rose. Pkwy - Median East of Harding	\$50,000	\$7,000	\$1,781	\$58,781
Parcel 93 - Sidewalks	\$62,856	incl.	\$2,240	\$65,096
Parcel 83 & 84 - Sidewalks	\$49,104	incl.	\$1,750	\$50,854
Parcel 82 & 86 - Sidewalks	\$14,400	incl.	\$513	\$14,913
Parcel 91 & 93 Improvements	\$152,257	incl.	\$5,425	\$157,682
Bike paths East of Harding	\$200,000	\$28,000	\$7,126	\$235,126
Enhanced Paving	\$50,000	\$7,000	\$1,781	\$58,781
Highway 65 Landscape	\$25,000	\$3,500	\$891	\$29,391
NCRSP Share of Fiddymnt Sub.	\$125,000	n/a	n/a	\$125,000
Dry Creek Reimbursement	\$318,028	n/a	n/a	\$318,028
Water System Reimbursement	\$832,000	n/a	n/a	\$832,000
<b>TOTAL</b>	<b>\$14,462,436</b>	<b>\$1,526,798</b>	<b>\$399,000</b>	<b>\$16,388,234</b>
<b>Less Reimbursements [3]</b>				
Waterline North of Hwy. 65 - NCRSP Urban Reserve Reimbursement	(\$238,880)			(\$238,880)
<b>Total Subsequent Improvement Cost</b>				<b>\$16,149,354</b>

[1] Includes 4% project management, 8% contingency, and 2% staking/misc.

[2] Utilities include joint utility trench, sewer and storm.

[3] Any other reimbursements to the NCR CFD No. 1 will be used to retire the Total Pay-As-You-Go Obligation for Subsequent Improvements. Furthermore, any funds remaining in the NCR CFD No. 1 Acquisition and Construction Fund will be used to fund the Total Pay-As-You-Go Obligation.

**EXHIBIT "C"**

**RECONCILIATION WORKSHEET**

**EXHIBIT "C"**  
**RECONCILIATION WORKSHEET**

SUBSEQUENT IMPROVEMENTS AS SET FORTH IN ATTACHMENT 3 TO NCR CFD NO. 1 REVISED RATE AND METHOD	PARCEL SPECIFIC SUBSEQUENT IMPROVEMENTS AS SET FORTH IN THE AMENDED SUPPLEMENTAL DEVELOPMENT AGREEMENT BY OBLIGATED PARCEL										Parcel 101 Detention Basin 43
	Rsvl Pkwy, 2 Lanes Citr A to Plant Grv 21	Utility Trench and Utility Ctr A to Pl.Grv 21	Collector C Frontage Imp 25	Collector C Frontage Imp 24	Loop Wtr Line 34	Frontage Imp Stanford Ranch 34	Parcel 82 Bike Path 40	Parcel 101 Detention Basin 42	Eastpark Dr. 42		
Bike Paths North of Rsvl Pkwy											
Rose, Pkwy - Utilities/Trench						\$82,380					
Rose, Pkwy - Blue Oaks WithLn	\$333,032										
Rose, Pkwy - 2 Lanes Wash to Plant Grv	\$329,176				\$336,068						
Stanford Ranch Road											
Collector C - Street			\$130,955	\$77,702							
Collector C - Utilities			\$436,264	\$257,358							
Collector C - Waterline			\$147,726	\$87,400							
Detention Basins 49 & 101							\$705,378 (2)			\$705,378	
Plant Grove North of Rsvl Pkwy - Street									\$411,470		
Plant Grove North of Rsvl Pkwy - Utilities									\$1,175,630		
Plant Grove North of Rsvl Pkwy - WithLn									\$646,596		
East Park - Street											
East Park - Utilities											
East Park - Waterline											
<b>Total</b>	\$662,208	\$0	\$714,945	\$422,460	\$0	\$336,068	\$82,380	\$705,378	\$2,233,696	\$705,378	

SUBSEQUENT IMPROVEMENTS AS SET FORTH IN ATTACHMENT 3 TO NCR CFD NO. 1 REVISED RATE AND METHOD	Parcel 83 Bike Path 43	Pleasant Grove Blvd Lanes West of Med 48	Parcel 84 Bike Path 48	Parcel 101 Detention Basin 48	Parcel 49 Detention Basin 49	Roseville Parkway, 2 Lanes Washington to Collector A 49	Rsvl Parkway, Utility trench and Utilities Wash to Ctr A 49	Dollars incl. in Pay as you go, but not Parcel obligation	Total Dollar Amount
Bike Paths North of Rsvl Pkwy									\$341,290
Rose, Pkwy - Utilities/Trench			\$164,760						\$400,094
Rose, Pkwy - Blue Oaks WithLn	\$94,150							\$555,053 (1)	\$1,387,690
Rose, Pkwy - 2 Lanes Wash to Plant Grv									\$822,500
Stanford Ranch Road									\$336,068
Collector C - Street									\$208,657
Collector C - Utilities									\$693,622
Collector C - Waterline									\$235,126
Detention Basins 49 & 101				\$705,378 (2)					\$940,504
Plant Grove North of Rsvl Pkwy - Street		\$358,567 (2)							\$717,134
Plant Grove North of Rsvl Pkwy - Utilities		\$1,034,554							\$1,034,554
Plant Grove North of Rsvl Pkwy - WithLn		\$399,714							\$399,714
East Park - Street									\$411,470
East Park - Utilities									\$1,175,630
East Park - Waterline									\$646,596
<b>Total</b>	\$94,150	\$358,567	\$164,760	\$705,378	\$235,126	\$993,311	\$400,094		\$9,751,021

Footnote No. 1: The \$555,053 is the cost of the waterline tie from the intersection of Washington Blvd and Roseville Parkway to Industrial - "Blue Oaks tie"  
Footnote No. 2: Where a parcel specific improvement is assigned to more than one Obligated Parcel, the improvement is to be constructed (or adequate security is to be posted) as a condition of development of the first such parcel to develop.

**EXHIBIT "D"**

**EXHIBIT "B" - AMENDED RATE AND METHOD**

ANNEX A

CITY OF ROSEVILLE  
NORTH CENTRAL ROSEVILLE  
COMMUNITY FACILITIES DISTRICT NO. 1

RATE AND METHOD OF APPORTIONMENT

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1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (the "Act") applicable to the land in the North Central Roseville Community Facilities District No. 1 (the "CFD") of the City of Roseville (the "City") shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and corporate bond paying and/or fiscal agents or trustees for bonds and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director of the City of Roseville.

"Annexation Parcel" means any Public Parcel which becomes a developable parcel and is determined by the Public Works Director to receive benefit from the CFD facilities and is required to participate in the payment of the CFD's Annual Costs.

"Annual Costs" means for each Fiscal Year for the CFD, the total of 1) Debt Service; 2) Administrative Expenses; 3) any amounts needed to replenish bond reserve funds and to pay for delinquencies in Special Taxes for the previous Fiscal Year or anticipated for the current year, and 4) any Pay-As-You-Go expenditures for Subsequent Improvements.

"Annual Tax Revenues" means the amount of Special Taxes required each Fiscal Year to pay the Annual Costs.

"Benefit Share" means the Maximum Special Tax for a Debt Service Parcel divided by the Maximum CFD Revenue.

**"Bond Reserve Fund"** means the amount of CFD bond proceeds set aside by the City in a bond reserve account for the purpose of providing additional security to the bond holders for payment of principal and interest on the bonds, as specified in the bond resolution.

**"Bond Share"** means the product of the Benefit Share for a Debt Service Parcel multiplied by the applicable total of outstanding bonds as specified in option 2, Step 3, of Section 7 of this Rate and Method of Apportionment.

**"Bond Year"** means the 12-month period ending on the second bond payment date of each calendar year as defined in the resolution authorizing the issuance of bonds.

**"CFD"** means the North Central Roseville Community Facilities District No. 1 of the City of Roseville.

**"City"** means the City of Roseville, California.

**"Council"** means the City Council of the City of Roseville as the legislative body for the CFD under the Act.

**"County"** means the County of Placer, California.

**"County Assessor's Parcel"** means the Parcel and Parcel number as recorded by the County Assessor on the equalized tax roll.

**"Cumulative Pay-As-You-Go Collections"** means the total amount collected from Special Taxes and Reimbursements, for the authorized Pay-As-You-Go Obligation. The City shall update this amount annually based on the collection of Reimbursements and Pay-As-You-Go revenue collections calculated in Section 6, step 4 (d) (ii).

**"Debt Service"** means for each Fiscal Year or Bond Year, the total amount of principal and interest for any bonds of the City for the CFD during that Fiscal Year, less any applicable credits that may be available from any other sources and less any interest on reserve funds and other funds available to the City to pay principal and interest for the previous or current Fiscal Year or Bond Year.

**"Debt Service Parcel"** means a parcel that has satisfied its Pay-As-You-Go Obligation and is subject to the Maximum Special Tax in Column (A) of Attachment 1. Once a Parcel is so classified as a Debt Service Parcel, it can never be reclassified as a Subsequent Improvement Parcel.

**"Delinquency Coverage"** means the amount of Maximum Special Tax levied in each Fiscal Year to replenish the Bond Reserve Fund or to anticipate future delinquencies based on the historical delinquency rate for the CFD or the City as whole.

**"Finance Director"** means the Finance Director for the City of Roseville or his or her designee.

**"Fiscal Year"** means the period starting July 1 and ending the following June 30.

**"Gross Acre(age)"** means the acreage of a parcel prior to dedication of right-of-way for streets, roads, landscaping, and other public purposes.

**"Maximum Special Tax"** means the greatest amount of Special Tax that can be levied against a Taxable Parcel in any Fiscal Year. Each time a taxable parcel is subdivided, the

Maximum Special Tax will be reassigned to the Successor Parcels. The Maximum Special Tax shall be assigned to a Parcel as either a Debt Service Parcel (Column (A) of Attachment 1) or Subsequent Improvement Parcel (Column (B) of Attachment 1). The Maximum Special Tax is assigned on a per-parcel basis and is not affected by changes in land use.

**"Maximum CFD Revenue"** means the sum of the Maximum Special Tax at the Debt Service Parcel rate for all of the Taxable Parcels in the CFD.

**"NCRSP"** means the North Central Roseville Specific Plan.

**"Net Acre(age)"** means the acreage of a parcel as shown on the final subdivision map or parcel map excluding right-of-way dedicated for streets, roads, landscaping, and other public purposes.

**"Original Parcel"** means a Parcel as shown on Attachment 1.

**"Parcel"** means any County Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of the end of each Fiscal Year.

**"Partial Prepayment"** means a Prepayment of twenty-five percent (25%) of the Special Tax obligation for one or more Debt Service Parcels.

**"Partial Prepayment Parcel"** means a Debt Service Parcel which has had twenty-five percent (25%) of its Special Tax obligation satisfied with a Prepayment under Section 7 hereof. Such Parcels shall be liable for a Special Tax Levy based on adjusted Maximum Special Tax Rates as described in Section 5, step 3(a). If one or more Successor Parcels are created through the Subdivision of a Partial Prepayment Parcel, each of these Successor Parcels shall also be Partial Prepayment Parcels.

**"Pay-As-You-Go Obligation"** means the total cash amount each CFD Parcel (as shown on Column (C) of Attachment 1) is subject to pay through a series of annual Special Taxes or Prepayment. At any point in time this amount may be lower than shown on Attachment 1 due to payments of Special Taxes and receipt of Reimbursements.

**"Public Parcel"** means any Parcel that is, or is intended to be, publicly owned, as designated in the NCRSP as adopted by the Council, that is normally exempt from the levy of general *ad valorem* property taxes under California law, including public streets; schools; parks; and public drainageways, landscaping, green-belts, and open space. These Parcels are exempt from the levy of Special Taxes.

**"Prepayment"** means the full or partial payment of Maximum Special Taxes prior to the termination of Special Taxes for the CFD as a whole.

**"PWD"** means the Public Works Director for the City of Roseville or his or her designee.

**"Reimbursements"** means funds coming to the CFD from outside sources for the purpose of paying a share of improvements funded by the CFD through bonds or the Pay-As-You-Go Obligation. Until Cumulative Pay-As-You-Go Collections equal the Total Pay-As-You-Go Obligation, any Reimbursements to the CFD will be used to fund the Subsequent Improvements and will be added to the Cumulative Pay-As-You-Go Collections amount as they are received. Any Reimbursements received after Cumulative Pay-As-You-Go

Collections equal the Total Pay-As You-Go Obligation will be subtracted from the Annual Cost amount for the Fiscal Year following their receipt.

**"Remaining Pay-As-You-Go Factor"** means the percentage calculated as one (1) minus (the Cumulative Pay-As-You-Go Collections divided by the Total Pay-As-You-Go Obligation).

**"Reserve Fund Share"** means the lesser of (i) the reserve requirement on all outstanding bonds, or (ii) the reserve fund balance on all outstanding bonds, multiplied by the Benefit Share for a given Parcel.

**"Special Tax(es)"** mean(s) any tax levy under the Act in the CFD.

**"Special Tax Group"** means a group of parcels that will be responsible for a percentage of the Annual Costs. The percentage share is equal to the total Maximum Special Taxes for a given Special Tax Group divided by the total Maximum Special Taxes for all Special Tax Groups.

**"Subdivision"** means a group of Successor Parcels created from an Original Parcel through the Subdivision Map Act process.

**"Subsequent Improvements"** means the improvements and reimbursements shown on Attachment 3 in priority funding order. In the event that any of these improvements are required, as determined by the Council, prior to the availability of Special Taxes from the Pay-As-You-Go Obligation, the Finance Director is authorized to reimburse these costs prior to funding higher priority Subsequent Improvements.

**"Subsequent Improvement Parcel"** means a parcel that has not satisfied its entire Pay-As-You-Go Obligation. A Subsequent Improvement Parcel becomes a Debt Service Parcel by retiring its entire Pay-As-You-Go Obligation, when it prepays in accordance with Section 7 or when the Cumulative Pay-As-You-Go Collections equal the Total Pay-As-You-Go Obligation.

**"Successor Parcel"** means a Parcel created by Subdivision, lot line adjustment or parcel map from an Original Parcel.

**"Tax Collection Schedule"** means the document prepared by the City for the County Auditor to use in levying and collecting the Special Taxes each Fiscal Year.

**"Taxable Parcel"** means any Parcel that is not exempt from Special Taxes as defined below.

**"Total Pay-As-You-Go Obligation"** means the total amount of \$16,149,354 in Special Taxes to be collected from CFD Parcels to pay for Subsequent Improvements.

### 3. Determination of Parcels Subject to Special Tax

The Special Tax shall be levied on the owner of record on the County Assessor's records as of March 1 each Fiscal Year based on the land use classification and the Maximum Special Tax assigned to each Parcel by the Finance Director as of June 1 of each Fiscal Year.

The Finance Director shall prepare a list of the Parcels subject to the Special Tax using the records of the County Assessor and the City's own records. The Finance Director shall identify the Taxable Parcels from a list of all Parcels within the CFD using the procedure described below.

- 1) Exclude all Public Parcels.

However, Taxable Parcels that are acquired by a public agency after the CFD is formed or subsequent final subdivision maps are recorded will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied by the procedure described in Section 7. An exception to this may be made if Public Parcels, such as a school site, are relocated and the previously Public Parcels become Taxable Parcels. This trading of Parcels will be allowed to the extent that there is no net loss in Maximum Special Tax revenue.

- 2) Exclude all Parcels which have satisfied their full Special Tax obligation through the provisions of Section 7.
- 3) The remaining Parcels are subject to the Special Tax according to the formula detailed below.

It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the Special Tax and their Special Tax assignments.

#### 4. Termination of the Special Tax

The Special Tax will be levied for as long as is needed to pay the principal and interest on debt incurred in order to construct the authorized facilities and to construct Subsequent Improvements. However, in no event will the Special Tax be levied beyond the Fiscal Year 2020/21.

When all Annual Costs incurred by the CFD have been paid, the Special Tax shall cease to be levied. The Council shall direct the City Clerk to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

#### 5. Assignment of Maximum Special Tax

By July 1 of each Fiscal Year, using the Definitions above, the Finance Director shall cause:

1. Each Parcel to be classified as a Public Parcel or a Taxable Parcel;
2. Each Taxable Parcel to be classified as an Original Parcel, a Successor Parcel, or an Annexation Parcel.
3. Each Taxable Parcel to be classified as a Debt Service Parcel, a Subsequent Improvement Parcel, or a Partial Prepayment Parcel.

The assignment of the Maximum Special Tax to Taxable Parcels is as follows:

- a) Partial Prepayment Parcels — the Maximum Special Tax for all Partial Prepayment Parcels is assigned by multiplying the Maximum Special Tax for

Debt Service Parcels, from Column (A) on Attachment 1, by 0.75 (seventy-five percent).

- b) **Original Parcel** - the Maximum Special Tax for each Original Parcel is as shown on Attachment 1 for when a Parcel becomes a Debt Service Parcel, Column (A) on Attachment 1, and when a Parcel is a Subsequent Improvement Parcel, Column (B) on Attachment 1.
- c) **Successor Parcel** - the Maximum Special Tax for each Successor Parcel is determined as follows:
- (i) if the Successor Parcel is the result of a single-family residential or individually-owned condominium Parcel Subdivision, divide the Maximum Special Tax assigned to the Original Parcel or Successor Parcel, as calculated under (b) above or (c)(ii) below, by the number of single-family residential lots or condominium units. The result of this calculation is the Maximum Special Tax for each single-family residential or condominium Successor Parcel within the Subdivision.

If the Successor Parcel is a Subsequent Improvement Parcel, then the Maximum Special Tax must be calculated for the respective Debt Service Parcel amount, Column (A) on Attachment 1, and Subsequent Improvement Parcel amount, Column (B) on Attachment 1.

- (ii) if the Successor Parcel is not the result of a single-family residential or individually-owned condominium parcel Subdivision:
- calculate the percentage of the Successor Parcel's square footage to the total square footage for all Successor Parcels of that Original or Successor Parcel that are Taxable Parcels; then,
  - multiply this percentage by the Maximum Special Tax assigned to the previous Original Parcel or Successor Parcel. The result of this calculation is the Maximum Special Tax. If the Successor Parcel is a Subsequent Improvement Parcel, then the Maximum Special Tax must be calculated for the Debt Service Parcel amount and Subsequent Improvement Parcel amount.
- d) **Annexation Parcel** - the Maximum Special Tax for each Annexation Parcel shall be assigned according to the Special Tax rates shown on Attachment 2 based on the Parcel's land use and the facility improvements from which it benefits as determined by the PWD. The annexing Parcel will be a Subsequent Improvement Parcel unless it prepays its Pay-As-You-Go Obligation or unless the Cumulative Pay-As-You-Go Collections are equal to the total Pay-As-You-Go Obligation. The Pay-As-You-Go Obligation is determined by multiplying the total Pay-As-You-Go Obligation shown on Attachment 2 by the Remaining Pay-As-You-Go Percentage.
- e) **Residential Unit/Maximum Special Tax Transfer** - the Maximum Special Tax assigned to a residential Parcel under (a), (b), or (c) above, may be adjusted to reflect a change in original residential units, shown in Attachment 1, in the following manner:

- 1) Calculate the existing Maximum Special Tax per unit by dividing the Maximum Special Tax for the Parcel by the number of units assigned to that Parcel;
- 2) Calculate the total Maximum Special Tax being transferred by multiplying the number of units being transferred by the results of the calculation in 1). Add the total Maximum Special Tax and number units being transferred to the Parcel(s) receiving the transferred units and Maximum Special Tax.
- 3) Subtract the total Maximum Special Tax and the number of units being transferred from step 2) from the Parcel transferring the Maximum Special Tax and the residential units.
- 4) The revised Maximum Special Taxes may be adjusted further to accommodate a uniform Maximum Special Tax throughout the CFD and subject to the provisions below.

(Note: The previous steps apply to both the Debt Service Parcel amount and the Subsequent Improvement Parcel amount, if the Parcel is a Subsequent Improvement Parcel.)

Such unit or Special Tax transfer will be allowed under the following conditions:

- (i) any decrease in one Parcel's Maximum Special Tax assignment is offset by an equal increase in the Maximum Special Tax of other Parcels to ensure that there is no net loss in the total Maximum Special Taxes; and
  - (ii) all adjustments are agreed to by the affected property owners and the Finance Director.
  - (iii) For any transfers between Special Tax Groups, the percentage of Maximum Special Tax per group in Attachment 1 will be adjusted accordingly.
- f) Conversion of a Public Parcel to a Taxable Parcel - if a parcel designated in the NCRSP as a Public Parcel is not needed for public use and is converted to a private use, it shall become subject to the Special Tax, except as provided in Section 3, step 1) above. The Maximum Special Tax for each such Parcel shall be assigned according to the Special Tax rates shown on Attachment 2 based on the Parcel's land use and the facility improvements from which it benefits as determined by the PWD. The Pay-As-You-Go Obligation shall be calculated as under Section 5, step 3(d) above.

## 6. Setting the Annual Special Tax Rate

The Special Tax levy for each Parcel will be established annually as follows:

- 1) Compute the net Annual Costs using the definitions in Section 2; less any amounts paid to the CFD from penalties and interest on delinquencies or Reimbursements (see definition in Section 2 for how Reimbursements are to be applied) and/or prepaid Special Taxes (excluding Prepayment of any Parcel's Pay-As-You-Go Obligation) as

described in Section 7. From this net amount, separate out debt service, Administrative Costs, and Delinquency Coverage. Compute the Delinquency Coverage as a percent of Annual Costs by dividing the Delinquency Coverage amount by the total Annual Costs (to be used in step 4(a) below).

- 2) Assign a share of the Annual Costs to each Special Tax Group by multiplying the Annual Costs by the percentages given for each Special Tax Group in Attachment 1.
- 3) For Public Parcels, no Special Tax shall be apportioned or levied, except as noted in Section 3, step (1) above.
- 4) For each Special Tax Group, determine the Annual Special Tax levy for each parcel as follows:
  - a) For each Debt Service Parcel which is a Taxable Parcel, multiply the Maximum Tax, calculated in Section 5 step 3(a), (b), or (c) above, by 91 percent plus the percent for delinquency coverage calculated in step 1 above;
  - b) For each Subsequent Improvement Parcel which is a Taxable Parcel, assign the Maximum Special Tax as calculated under Section 5, step 3(a), (b), or (c) above times the following factors:
    - 0.90 in FY 1994/95, unless a 1.0 factor is needed to cover delinquencies;
    - 0.95 in FY 1995/96 unless a 1.0 factor is needed to cover delinquencies;
    - 1.0 in FY 1996/97 and thereafter.
  - c) Compute the total Special Tax revenue for all Parcels included under steps 4(a) and (b) above.
  - d) Compare the Annual Costs assigned to that Special Tax Group with the Special Tax revenue from step 4(c) above.
    - (i) If the Special Tax revenue is less than the Annual Costs assigned to that Special Tax Group, excluding any Pay-As-You-Go amounts for Subsequent Improvements, increase the Special Tax levy a proportional amount on each Debt Service Parcel to just equal the amount of Annual Costs assigned to that Special Tax Group or until the Maximum Special Tax is reached.
    - (ii) If the Special Tax revenue is greater than the Annual Costs, excluding any Pay-As-You-Go amounts for Subsequent Improvements, then apply this difference to the Pay-As-You-Go Obligation for the funding of Subsequent Improvements and update the Cumulative Pay-As-You-Go Collection. If the Cumulative Pay-As-You-Go Collections are greater than the total Pay-As-You-Go Obligation, reduce the Special Tax levy on Subsequent Improvement Parcels on a proportional basis until the Cumulative Pay-As-You-Go Obligation just equals the Total Pay-As-You-Go Obligation.
- 5) Prepare the Tax Collection Schedule for each Parcel and send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the following Fiscal Year. The Tax Collection Schedule shall not be sent later than the date required by the Auditor for such inclusion.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the parcels subject to the tax and their Special Tax assignments.

As development and subdivision of the NCRSP takes place, the Finance Director will maintain a file of each current assessor's parcel number within the CFD, its Maximum Special Tax, and the authorized Maximum Special Tax on all Parcels within in the CFD available for public inspection. This record shall show the Maximum Special Tax on all Original and Successor Parcels and a brief description of the process of assigning the Special Tax each time a Successor Parcel was created, including any adjustments due to change in use. The record will also indicate whether a Parcel is a Partial Prepayment Parcel, Debt Service Parcel, or Subsequent Improvement Partial.

## 7. Prepayment of Special Tax Obligation

With a Prepayment, a landowner may satisfy all or a portion of the Special Tax obligation on any given Parcel:

Landowners may permanently satisfy all or part of the Special Tax obligation by a cash settlement with the City as permitted under Government Code Section 53344. Prepayment is permitted only under the following conditions:

- The Parcel is a whole Original Parcel greater than one acre or a group of contiguous Successor Parcels, greater than or equal to ten gross acres, with a common owner. However, if a Successor Parcel larger than ten gross acres is subdivided and a Successor Parcel less than ten acres remains, the smaller Successor Parcel will be allowed to take advantage of the same Prepayment provisions offered to the original Parcel from which it was created.
- The City determines that the Prepayment of the Special Tax obligation does not jeopardize its ability to make timely payments of debt service on outstanding bonds.
- Any landowner prepaying the Special Tax obligation must pay any and all delinquent Special Taxes and penalties on the parcel(s) being prepaid prior to Prepayment.
- Prepayment must first be made on the Pay-As-You-Go Obligations for Subsequent Improvement Parcels in order for that Parcel to become a Debt Service Parcel.
- Prior to the calculation of the Debt Service Parcel Prepayment amount, the landowner must notify the City whether such landowner intends to execute a full Prepayment or Partial Prepayment for a Debt Service Parcel.
- The landowner pays a non-refundable fee to the City to calculate the prepayment amount. The fee will be sufficient to pay any City costs in connection with the prepayment calculation including staff time and the City's financial consultant.
- Any prepayment is made by May 1 in order to have the Prepayment reflected in the following Fiscal Year's Special Tax levy.

### Subsequent Improvement Parcels

The Prepayment amount for Subsequent Improvement Parcels only applies to the remaining Pay-As-You-Go Obligation for the prepaying Parcel. Additional Prepayment for Debt Service Parcels, once the Pay-As-You-Go Obligation is retired, is described under "Debt Service Parcels" below.

The Prepayment amount for Subsequent Improvement Parcels shall be established by the following calculation:

- STEP 1 Determine the remaining Pay-As-You-Go Obligation by multiplying the Remaining Pay-As-You-Go Factor times the Pay-As-You-Go Obligation for the Parcel as shown in Attachment 1 or as recalculated for any Successor Parcel.
- STEP 2 Determine the Subsequent Improvement Prepayment amount by addition to the product from Step 1 any fees or expenses incurred by the City in connection with the Prepayment calculation, less any non-refundable amounts already paid in connection with the Prepayment request.

Payment of the Prepayment amount initially elected by a property owner for a group of Parcels meeting the Prepayment criteria may be deferred, at the Finance Director's option, until building permit is issued.

### Debt Service Parcels

The prepayment amount for Debt Service Parcels shall be the lesser of the amounts determined in the following two calculations:

#### Option 1

- STEP 1: Determine the Maximum Special Tax for the Parcel based on the assignment of the Maximum Special Tax described in Section 5 above.
- STEP 2: Reduce the Maximum Special Tax by the 10 percent delinquency coverage factor and add back the average annual tax delinquency rate for property in the CFD. The rate added back should represent a Prepayment of 5 years worth of delinquency coverage. This rate should be calculated as the average delinquency rate times 5, divided by the number of years remaining in the bond issue. If no delinquency history has been established for the Special Tax, add back to the annual Special Tax the most recent five-year average annual delinquency rate for secured property taxes in the City as a whole using the above calculation.

The Maximum Special Tax may be reduced still further if all bonds of the CFD have been issued and the future debt service, through the maturity of all outstanding bonds, is known with certainty, except that the tax shall not be reduced below the amount determined necessary to pay Annual Costs.

- STEP 3: Calculate the revenue produced by the Maximum Special Tax from the date of prepayment up to and including the last maturity date of outstanding bonds based on the tax determined in Step 2. If all bonds of the CFD have not yet been issued, for the purpose of this calculation the final bond issue of the CFD shall be assumed to mature in 2020, except that this assumed final maturity date may be amended by the City no later than the time of the calculation of the Prepayment.

**STEP 4:** Calculate the present value of the annual revenue stream determined in Step 3. The present value shall be calculated using that discount rate which, when the payment is invested in actually available approved investments (as specified by the resolution authorizing the issuance of bonds) earning a rate of interest equal to the discount rate, would produce annual revenues equal to the amounts calculated in Step 3. The discount rate may not exceed the bond yield as determined by the Tax Reform Act of 1986, as may be amended.

**STEP 5:** Determine the amount of a full Prepayment by adding to the present value calculated in Step 4 any fees or expenses incurred by the City in connection with the prepayment calculation or the application of the proceeds of the prepayment. If the landowner had previously elected to execute a full Prepayment, the landowner shall make a payment of the amount so calculated on or before the following May 1.

**STEP 6:** If the landowner has elected to execute a partial Prepayment, the landowner shall make a payment of the amount calculated in the following manner:

- a) subtract any fixed costs (such as the cost of the Prepayment calculation and other fees which do not vary proportionally with the size of the Prepayment) of the Prepayment from the full Prepayment amount calculated in Step 5;
- b) multiply the resulting difference from step (a) by 0.25 (twenty-five percent);
- c) add the amount of fixed costs from step (a) and the product from step (b) to arrive at the total prepayment amount.

### Option 2

**STEP 1:** Determine the Maximum Special Tax for the Parcel based on the assignment of the Maximum Special Tax described in Section 5 above.

**STEP 2:** Divide the Maximum Special Tax from Step 1 by the Maximum CFD Revenue to arrive at the "Benefit Share".

**STEP 3:** Determine the Bond Share by multiplying the Benefit Share from Step 2 by the total principal amount of outstanding bonds at the time the prepayment is made.

**STEP 4:** Determine the Reserve Fund Share associated with the prepayment and reduce the Bond Share calculated in Step 3 by the amount of the Reserve Fund Share. The Reserve Fund Share is equal to the lesser of (i) the reserve requirement on all outstanding bonds, or (ii) the reserve fund balance on all outstanding bonds, multiplied by the Benefit Share.

**STEP 5:** Determine the prepayment amount by adding to the amount calculated in Step 4 any fees, call premiums, amounts necessary to cover negative arbitrage from the date of the prepayment to the call date(s) on the bonds; expenses incurred by the City in connection with the prepayment calculation of the application of the proceeds of the prepayment; and, if necessary, an allowance for the present value of allocated City Administration and any anticipated delinquencies from the date of the prepayment to the call date(s) on the bonds. Determination of bond call dates will be on a first come, first served basis if more than one landowner chooses to prepay under this option.

**STEP 6:** If the landowner has elected to execute a partial Prepayment, the landowner shall make a payment of the amount calculated in the following manner:

- a) subtract any fixed costs (such as the cost of the Prepayment calculation and other fees which do not vary proportionally with the size of the Prepayment) of the Prepayment from the full Prepayment amount calculated in Step 5;
- b) multiply the resulting difference from step (a) by 0.25 (twenty-five percent);
- c) add the amount of fixed costs from step (a) and the product from step (b) to arrive at the total prepayment amount.

## 8. Future Annexations or Conversion of Public Parcels

Annexation of Public Parcels may be required if the City Council determines that there is surplus capacity available from the funded improvements to allow additional development. Such annexation may occur as a condition of tentative Subdivision map approval.

If additional properties are annexed into the CFD, or Public Parcels become Taxable Parcels, they shall be subject to the Maximum Special Tax from that time forward, as set forth above and in Attachment 2.

Each time this occurs, the Finance Director shall assign these Taxable Parcels to a new Special Tax Group. The additional Special Tax revenue generated from this new Special Tax Group will be added to the total Special Tax revenue produced by the existing Taxable Parcels, and the percentage of Maximum Special Tax shown in Attachment 1 will be recomputed for all Special Tax Groups.

Parcel 38 is designated as BP/Commercial Reserve at the formation of this CFD and is considered an Annexation Parcel for the purposes of assigning Special Taxes in the future. This Parcel will not be taxed until such time that it receives entitlements to develop. If this Original Parcel becomes a group of Successor Parcels, those parcels with entitlements will be subject to the Maximum Special Tax for that Parcel as calculated under Section 5.

## 9. Administrative Changes

The Finance Director or designee has the authority to make necessary administrative adjustments to the Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the City Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the City Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties or any definition applicable to the CFD.

**Attachment 1**  
**North Central Roseville Community Facilities District No. 1**  
**Maximum Annual Special Tax Per Original Parcel**

Special Tax Group	Tentative Map Parcel # (1)	CFD Taxable Parcel # (2)	Land Use	Residential Unit Assignment	Maximum Special Tax		Pay-As-You-Go Obligation (5)	Share of Annual Costs	
					Debt Service Parcel (3)	Subsequent Improvement Parcel (4)			
A	(Former NCRSP Parcels 1-8 & 14-16)	52-A	Residential-Large	71	\$99,355	\$110,584	\$233,494	24.677%	
			Residential-Small	8	\$9,820	\$10,930	\$23,078		
			53-B	Residential-Large	81	\$85,382	\$95,009		\$200,608
				Residential-Small	12	\$14,730	\$16,395		\$34,617
			54-C	Residential-Large	86	\$120,348	\$133,948		\$282,824
				Residential-Small	8	\$9,820	\$10,930		\$23,078
			55-D	Residential-Large	59	\$82,563	\$91,893		\$194,030
				Residential-Small	4	\$4,910	\$5,465		\$11,539
			56-E	Residential-Large	61	\$85,362	\$95,009		\$200,608
				Residential-Small	12	\$14,730	\$16,395		\$34,617
			57-F	Residential-Small	69	\$84,699	\$94,271		\$199,050
				Residential-Small	59	\$72,424	\$80,608		\$170,202
			58-G	Residential-Small	29	\$35,598	\$39,621		\$83,659
				Residential-Small	75	\$92,064	\$102,468		\$216,359
			59-H	Residential-Small	27	\$33,143	\$36,889		\$77,889
				Residential-Small	68	\$83,471	\$92,904		\$196,165
			60-I	Residential-Small	68	\$74,879	\$83,341		\$175,972
				Residential-Small	61	\$54,575	\$60,743		\$128,257
			61-J	Residential-Large	39	\$7,365	\$8,197		\$17,309
				Residential-Small	6	\$100,755	\$112,141		\$236,783
			62-K	Residential-Large	72	\$7,365	\$8,197		\$17,309
				Residential-Small	6	\$33,585	\$37,380		\$78,928
			63-L	Residential-Large	24	\$69,968	\$77,876		\$164,433
				Residential-Large	50	\$50,377	\$56,071		\$118,391
			64-M	Residential-Large	36	\$96,974	\$107,933		\$227,898
				Residential-Small	79	\$47,579	\$52,956		\$111,814
65-N	Residential-Large	34	\$54,575	\$60,743	\$128,257				
	Residential-Large	39	\$36,384	\$40,495	\$85,505				
66-O	Residential-Large	26	\$55,975	\$62,301	\$131,546				
	Residential-Large	40	\$6,997	\$7,788	\$16,443				
67-P	Residential-Large	5	\$43,380	\$48,283	\$101,948				
	Residential-Large	31	\$26,588	\$29,593	\$62,484				
68-Q	Residential-Large	19	\$1,695,717	\$1,887,355	\$3,985,097				
	Residential-Large	1,276							
		Subtotal Group A							
B	39A & B	11	R-6	38	\$46,608	\$51,875	\$109,533		
			R-4	20	\$22,058	\$24,551	\$51,838		
			R-25	876	\$242,530	\$269,939	\$569,968		
			R-20	304	\$84,165	\$93,677	\$197,797		
			R-20	343	\$94,963	\$105,695	\$223,173		
			R-20	320	\$88,595	\$98,608	\$208,208		
			R-20	223	\$61,740	\$68,718	\$145,095		
			R-20	174	\$48,174	\$53,618	\$113,214		
			R-20	72	\$19,934	\$22,187	\$46,846		
			Commercial		\$24,358	\$27,111	\$57,244		
			Commercial		\$85,652	\$95,332	\$201,290		
			Commercial		\$76,080	\$84,678	\$178,796		
			Highway Commercial		\$320,282	\$356,479	\$752,693		
			Regional Commercial		\$668,521	\$744,074	\$1,571,068		
			BP/Comm		\$139,437	\$155,195	\$327,690		
			BP/Comm		\$316,164	\$351,895	\$743,016		
			BP/Comm		\$22,259	\$24,774	\$52,310		
			Business Park		\$380,638	\$423,656	\$894,535		

**Attachment 1**  
**North Central Roseville Community Facilities District No. 1**  
**Maximum Annual Special Tax Per Original Parcel**

Special Tax Group	Tentative Map Parcel # (1)	CFD Taxable Parcel # (2)	Land Use	Residential Unit Assignment	Maximum Special Tax		Pay-As-You-Go Obligation (5)	Share of Annual Costs
					Debt Service Parcel (3)	Subsequent Improvement Parcel (4)		
	43	42	Business Park	2,370	\$234,421	\$260,914	\$550,911	57.365%
	44	43	Business Park		\$130,610	\$145,371	\$306,947	
	47	46	Daycare Center		\$6,687	\$7,443	\$15,716	
	48	47	Light Industrial		\$386,589	\$430,279	\$908,521	
	49	48	Light Industrial		\$441,534	\$491,434	\$1,037,648	
		Subtotal Group B			\$3,941,999	\$4,387,504	\$9,264,075	
C	11	13	R-6	20	\$18,764	\$20,885	\$44,098	2.981%
	12A	14	R-4	165	\$172,599	\$192,105	\$405,625	
	29	28	R-20	50	\$13,454	\$14,974	\$31,618	
		Subtotal Group C		235	\$204,817	\$227,964	\$481,340	
D	13A & B	15	R-6	90	\$88,967	\$99,022	\$209,081	1.295%
E	15-360-21-0	(015-360-21-0	R-1 (Country Estates)	20	\$18,782	\$20,905	\$44,140	0.273%
F	22	21	R-20	340	\$90,659	\$100,904	\$213,056	2.487%
	46	45	Business Park		\$80,269	\$89,341	\$188,639	
		Subtotal Group F		340	\$170,927	\$190,245	\$401,696	
G	23	22	R-20	92	\$27,089	\$30,151	\$63,663	10.923%
	33	32	Commercial		\$14,933	\$16,620	\$35,094	
	36	35	Regional Commercial		\$670,496	\$746,272	\$1,575,729	
	37	36	Commercial		\$31,469	\$35,026	\$73,956	
	45	44	Business Park		\$6,588	\$7,333	\$15,483	
		Subtotal Group G		92	\$750,575	\$835,403	\$1,763,924	
H (6)	38	37	BP/Commercial Reserve		\$0	\$0	\$0	0.000%
		TOTALS		4,423	\$6,871,786	\$7,648,399	\$16,149,354	100.000%

- (1) Parcel numbers as shown on June 1990 Tentative Map.
- (2) Parcel numbers are as designated in the NCR CFD No. 1 Boundary Map. Parcel 51 also shows its Assessor's Parcel Number. Parcels 52-A through 76-Y are the result of a 1992 reparcelization of former CFD parcels 1-10 and 16-18.
- (3) Debt Service Parcels are those Parcels that have satisfied their entire Pay-As-You-Go Obligation either through annual Subsequent Improvement Parcel Special Tax payments or through Prepayment as allowed under Section 7. A Parcel is either a Debt Service Parcel or a Subsequent Improvement Parcel. A Debt Service Parcel cannot be re-classified.
- (4) Subsequent Improvement Parcels are those parcels that have not fully satisfied their entire Pay-As-You-Go Obligation for that Parcel.
- (5) The Total Pay-As-You-Go Obligation is the share of Subsequent Improvements assigned to each Parcel. This obligation must be satisfied through annual Subsequent Improvement Parcel Special Tax payments or Prepayment according to Section 7.
- (6) NCRSP Parcel 38 will be subject to the Maximum Special Taxes per Attachment 2 as entitlements to develop are granted

**Attachment 2**  
**North Central Roseville Community Facilities District No. 1**  
**Maximum Annual Special Tax by Facility and Land Use**  
**for Annexation Parcels**

Facility	Residential (Per Unit) (1)				Commercial/Industrial (Per Acre) (1)				
	R-1 to R-5	R-6 to R-15	R-16 to R-30		Commercial	Regional Commercial	Highway Commercial	Business Park Commercial	Light Industrial
<b>Debt Service Parcel Max. Special Tax</b>									
Special Tax Groups A & B (old Tax Group A)	\$1,398	\$1,227	\$296		\$5,893	\$6,927	\$7,481	\$5,984	\$4,224
Special Tax Group G (old Tax Group F)	\$1,103	\$938	\$314		\$5,695	\$6,716	\$7,262	\$5,786	\$4,051
All Other Tax Groups	\$1,103	\$938	\$289		\$5,766	\$6,788	\$7,333	\$5,857	\$4,123
<b>Subsequent Improvement Max. Special Tax</b>									
Increase in Max. Tax if Parcel is annexed as a Subsequent Improvement Parcel (2)	111.30%	111.30%	111.30%	111.30%	111.30%	111.30%	111.30%	111.30%	111.30%
<b>Pay-As-You-Go Obligation</b>									
Max. Pay-As-You-Go Obligation (3)	\$3,289	\$2,885	\$651		\$14,418	\$16,639	\$18,149	\$15,033	\$10,297

(1) Land Uses as specified in the NCRSP.

(2) If a Parcel is annexed as a Subsequent Improvement Parcel and the owner does not choose to Prepay the Pay-As-You-Go Obligation, The Maximum Special Tax shall be determined by multiplying the Debt Service Parcel Max. Special Tax by the percentage factor shown here.

(3) Maximum Pay-As-You-Go Obligation may be reduced based on facilities benefiting annexed parcel as determined by the City of Roseville. This amount may be further reduced based on the amount of Pay-As-You-Go Obligation already funded. Amounts shown represent highest pay-as-you-go per unit or acre from existing CFD parcels.

(Note: Any Parcel outside the existing CFD, but within the bounds of the NCR Specific Plan (excluding Urban Reserve) that is determined to benefit from the CFD facilities may be subject to one or all of the above Special Tax Components. Such determination will be made by the City of Roseville.)

**Attachment 3  
North Central Roseville CFD No. 1  
Construction Budget and Funding Priority for  
Subsequent Improvements**

Item	Cost Bid/Est.	Contingency 14% [1]	City Inspector/Soils	Total Cost
<b>City Priorities</b>				
Granite Payment	\$1,300,000	n/a	n/a	\$1,300,000
Consultant/Legal Rate & Method	\$50,000	\$7,000	n/a	\$57,000
Median Landscape (ML) Design	\$50,000	\$7,000	n/a	\$57,000
ML Installation - Harding	\$75,511	\$10,572	\$2,690	\$88,773
ML Installation - Pl. Grove (remain)	\$139,394	\$19,515	\$4,967	\$163,876
ML Installation - Rose. Pkwy - Harding to Pl. Grove (remain)	\$157,290	\$22,021	\$5,804	\$184,915
Parcel 91/93 Fencing	\$86,100	\$12,054	\$3,068	\$101,222
Park Preserve/91 Sidewalks	\$81,648	incl.	\$2,909	\$84,557
Park Preserve/84 Sidewalks	\$32,544	incl.	\$1,160	\$33,704
Bike paths North of Rose. Pkwy.	\$290,304	\$40,643	\$10,343	\$341,290
<b>Remaining Priorities</b>				
<b>Group 1 - Priority Funding Order</b>				
Engineering - Stand Alone Phase II	\$150,000	n/a	n/a	\$150,000
Rose. Pkwy - Utilities/Trench	\$340,323	\$47,645	\$12,126	\$400,094
Rose. Pkwy - Blue Oaks Waterline	\$1,180,331	\$165,246	\$42,055	\$1,387,632
Rose. Pkwy - 2 lanes (Wash. to Pl. Grove)	\$700,000	\$98,000	\$24,941	\$822,941
Rose. Pkwy - Median L - Wash. to Pl. Grove	\$300,000	\$42,000	\$10,689	\$352,689
Waterline North of Hwy. 65	\$746,869	\$104,562	\$26,611	\$878,041
Stanford Ranch Rd.	\$285,854	\$40,020	\$10,185	\$336,058
Collector C - Street	\$177,485	\$24,848	\$6,324	\$208,657
Collector C - Utilities [2]	\$590,000	\$82,600	\$21,022	\$693,622
Collector C - Waterline	\$200,000	\$28,000	\$7,126	\$235,126
Detention Basins 49 & 101	\$800,000	\$112,000	\$28,504	\$940,504
Pleasant Grove North of Rose. Pkwy - Street	\$610,000	\$85,400	\$21,734	\$717,134
Pleasant Grove North of Rose. Pkwy - Utilities [2]	\$880,000	\$123,200	\$31,354	\$1,034,554
Pleasant Grove North of Rose. Pkwy - Waterline	\$340,000	\$47,600	\$12,114	\$399,714
<b>Group 2 - Discretionary Funding Order</b>				
Park Parcel 500	\$438,900	n/a	n/a	\$438,900
East Park - Street	\$350,000	\$49,000	\$12,470	\$411,470
East Park - Utilities [2]	\$1,000,000	\$140,000	\$35,630	\$1,175,630
East Park - Waterline	\$550,000	\$77,000	\$19,596	\$646,596
Medians Pl. Grove North of Rose. Pkwy.	\$106,393	\$14,895	\$3,791	\$125,079
Rose. Pkwy - Waterline East of Harding	\$149,218	\$20,891	\$5,317	\$175,425
Rose. Pkwy - East of Harding	\$425,627	\$59,588	\$15,165	\$500,380
Rose. Pkwy - Median East of Harding	\$50,000	\$7,000	\$1,781	\$58,781
Parcel 93 - Sidewalks	\$62,856	incl.	\$2,240	\$65,096
Parcel 83 & 84 - Sidewalks	\$49,104	incl.	\$1,750	\$50,854
Parcel 82 & 86 - Sidewalks	\$14,400	incl.	\$513	\$14,913
Parcel 91 & 93 Improvements	\$152,257	incl.	\$5,425	\$157,682
Bike paths East of Harding	\$200,000	\$28,000	\$7,126	\$235,126
Enhanced Paving	\$50,000	\$7,000	\$1,781	\$58,781
Highway 65 Landscape	\$25,000	\$3,500	\$891	\$29,391
NCRSP Share of Fiddymnt Sub.	\$125,000	n/a	n/a	\$125,000
Dry Creek Reimbursement	\$318,028	n/a	n/a	\$318,028
Water System Reimbursement	\$832,000	n/a	n/a	\$832,000
<b>TOTAL</b>	<b>\$14,462,436</b>	<b>\$1,526,798</b>	<b>\$399,000</b>	<b>\$16,388,234</b>
<b>Less Reimbursements [3]</b>				
Waterline North of Hwy. 65 - NCRSP Urban Reserve Reimbursement	(\$238,880)			(\$238,880)
<b>Total Subsequent Improvement Cost</b>				<b>\$16,149,354</b>

[1] Includes 4% project management, 8% contingency, and 2% staking/misc.

[2] Utilities include joint utility trench, sewer and storm.

[3] Any other reimbursements to the NCR CFD No. 1 will be used to retire the Total Pay-As-You-Go Obligation for Subsequent Improvements. Furthermore, any funds remaining in the NCR CFD No. 1 Acquisition and Construction Fund will be used to fund the Total Pay-As-You-Go Obligation.

**EXHIBIT "E"**

**FORM OF FINANCE DIRECTOR CERTIFICATE**

**CITY OF ROSEVILLE  
NORTH CENTRAL ROSEVILLE COMMUNITY  
FACILITIES DISTRICT NO. 1**

**CERTIFICATE RELATING TO SUBSEQUENT IMPROVEMENTS  
TO BE FINANCED FROM SPECIAL TAXES ON A  
"PAY-AS-YOU-GO" BASIS IN ACCORDANCE WITH  
AMENDED RATE AND METHOD**

**CERTIFICATE NO. \_\_\_\_\_**

City Council of the  
City of Roseville  
311 Vernon Street  
Roseville, California 95678

[Name and Address of  
Property Owner to be  
Reimbursed]

The Finance Director of the City of Roseville (the "City") hereby certifies as follows in connection with certain Subsequent Improvements completed for North Central Roseville Community Facilities District No. 1 (the "District"), pursuant to Resolution No. \_\_\_\_ of the City and Section 5 of that certain agreement dated \_\_\_\_\_, 199\_\_ entitled "Agreement By and Between the City of Roseville and Roseville Properties Investment Partners, Ltd. Regarding Acquisition and Financing of Public Improvements" (the "Agreement") and entered into by and between the City and Roseville Properties Investment Partners Ltd. ("RPIP").

A. Description of Completed Subsequent Improvements. The Subsequent Improvements certified as being completed by the undersigned are as follows:

B. Costs of Improvements Advanced; Reimbursement Rights.

[Based on invoices and other evidence of advances for the improvements described above, the costs advanced for these improvements were \$ \_\_\_\_\_, which does not exceed the permitted estimated costs for these improvements.]

**OR**

[Based on invoices and other evidence of advances for the improvements described above, the costs advanced for these improvements were \$ [A], which exceeds the permitted estimated costs for these improvements of \$ [B]. Accordingly, the initial reimbursement hereunder shall be \$ [B] and, if and as there are Accumulated Savings the amount \$ [A-B] shall be reimbursed as permitted either under the Second Amended Shortfall Agreement or the Supplemental Acquisition Agreement.]

C. Priority of Reimbursement. This Certificate No. \_\_\_\_\_ memorializes the current priority of the reimbursement for the costs of the Subsequent Improvements described herein. Such current priority is stated in the Priority List attached hereto as Annex "A", which Priority List has been amended to provide for the priority of such reimbursement in accordance with the Agreement. All parties are advised that the priority of reimbursement of costs related to other Subsequent Improvements not yet completed may be amended from time to time without notice in accordance with the terms of the Amendment to Supplemental Development Agreement, Second Amended Shortfall Agreement, and Supplemental Acquisition Agreement.

D. Limitations on Reimbursement. Reimbursements shall be subject to the following limitations: Any reimbursement shall be payable solely from special taxes levied for payment of the costs of Subsequent Improvements on a "pay-as-you-go" basis in accordance with the provisions of the Amended Rate and Method of Apportionment of Taxes adopted and approved for the District, or from other funds lawfully available therefor, which taxes or funds are in the Construction and Acquisition Fund of the District. Reimbursement shall be for costs of Subsequent Improvements only. There shall be no entitlement to any interest on the unpaid amount of such costs. The right to reimbursement shall expire upon the expiration of the authority of the City to collect or otherwise pursue any special taxes levied pursuant to the Amended Rate and Method or other reimbursements otherwise owed to the District. Reimbursements are subject to such other limitations as may be contained in the Amendment to Supplemental Development Agreement, the Second Amended Shortfall Agreement, or the Supplemental Acquisition Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate on

\_\_\_\_\_

CITY OF ROSEVILLE

By \_\_\_\_\_  
Finance Director

APR 13 1995

ORDINANCE NO. 2918

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE  
AMENDING THE SUPPLEMENTAL DEVELOPMENT  
AGREEMENT FOR PARCELS 21, 24, 25, 34, 40, 42, 43, 48 AND 49,  
NORTH CENTRAL ROSEVILLE SPECIFIC PLAN AREA, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON  
BEHALF OF THE CITY OF ROSEVILLE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS::

Section 1. In accordance with Article 30 of Ordinance No. 802, 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 the Amendment of Supplemental Development Agreement Parcels 21, 24, 25, 34, 40, 42, 43, 48 and 49 North Central Roseville Specific Plan Area (the "Amendment of Supplemental Development Agreement").

Section 2. The City Council of the City of Roseville has reviewed the Amendment of Supplemental Development Agreement and the findings of the Planning Commission recommending approval of the Amendment of Supplemental Development Agreement and makes the following findings:

1. The Amendment of Supplemental Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the North Central Roseville Specific Plan;
2. The Amendment of Supplemental Development Agreement is compatible with the uses authorized in and the regulations prescribed for, and the land use districts in which the real property is located;
3. The Amendment of Supplemental Development Agreement is in conformity with the public convenience, general welfare and good land use practice;
4. The Amendment of Supplemental Development Agreement will not be detrimental to the health, safety and general welfare of the residents of the City of Roseville;
5. The Amendment of Supplemental Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
6. The development permitted by the Amendment of Supplemental Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Amendment of Supplemental Development Agreement.

Section 3. The Amendment of Supplemental Development Agreement Parcels 21, 24, 25, 34, 40, 42, 43, 48 and 49 North Central Roseville Specific Plan Area 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 Amendment of Supplemental Development Agreement within 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 30 days from the date of its adoption, provided no valid referendum regarding this Amendment of Supplemental Development Agreement is filed with the City Clerk of the City during such 30-day period.

Section 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 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 September, 1995, by the following vote on roll call:

AYES COUNCIL MEMBERS: Harry Crabb, Jr., Claudia Gamar, Randolph Graham,  
Pauline Roccucci, Mel Hamel

NOES COUNCIL MEMBERS: None

ABSENT COUNCIL MEMBERS: None

Mel Hamel  
MAYOR

ATTEST:

Carolyn Parkinson  
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  
Ely O'Leary  
DEPUTY CLERK