

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

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

Exempt from recording fees
Pursuant to Govt. Code 27383



PLACER, County Recorder
JIM MCCAULEY

DOC- 2004-0056049

Wednesday, MAY 05, 2004 11:48:04
NOC \$0.00

Ttl Pd \$0.00

Nbr-0001071604

snh/SH/1-13

(THIS SPACE RESERVED FOR RECORDER'S USE)

Fourteenth Amendment to the Development Agreement by and Between the City of Roseville and Roseville Properties Investment Partners Ltd., Relative to the Development Known as Regional 65 Centre

FILED

JUL 02 2004

CITY OF ROSEVILLE

BY W

CF: 0406-03-09 #16

Gard use

North Central Roseville Specific Plan

518
W

Record and When Recorded
Return Original to:

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

FOURTEENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE
PROPERTIES INVESTMENT PARTNERS LTD., RELATIVE TO THE
DEVELOPMENT KNOWN AS REGIONAL 65 CENTRE

December 2002
(Parcel 42A)

THIS FOURTEENTH AMENDMENT to the Development Agreement By And Between The City of Roseville and Roseville Properties Investment Partners Ltd. Relative To The Development Known As Regional 65 Centre is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City") and Shea Center Livermore, LLC, a California Limited Liability Company: By J.F. Shea Co., a Nevada corporation, Its Manager ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. The City and Landowner's predecessor in interest, Roseville Properties Investment partners Ltd. ("RPIP") entered into a Development Agreement regarding certain property known as Regional 65 Centre (the "Development Agreement"), which was approved by the City Council of City on September 9 1990, and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.

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

C. On October 4, 1995, City and RPIP, by Ordinance No. 2921, entered into the Second Amendment of the Development Agreement (the "Second Amendment"). The Second Amendment was recorded on November 7, 1995, in the Official Records of Placer County as Instrument No. 95-059585.

D. On December 6, 1995, City and RPIP, by Ordinance No. 2937, entered into the Third Amendment of the Development Agreement (the "Third Amendment").

The Third Amendment was recorded on January 12, 1996, in the Official Records of Placer County as Instrument No. 96-002-015.

E. On February 5, 1996, City and RPIP, by Ordinance No. 2955, entered into the Fourth Amendment of the Development Agreement (the "Fourth Amendment"). The Fourth Amendment was recorded on February 9, 1996, in the Official Records of Placer County as Instrument No. 96-007432.

F. On June 23, 1997, City and RPIP, by Ordinance No. 3108, entered into the Fifth Amendment of the Development Agreement (the "Fifth Amendment"). The Fifth Amendment was recorded on October 30, 1997, in the Official Records of Placer County as Instrument No. 97-0067514-00.

G. On September 2, 1998, City and Richland Irvine, Inc. ("Richland") by Ordinance No. 3261, entered into the Sixth Amendment of the Development Agreement (the "Sixth Amendment"). The Sixth Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020245.

H. On November 4, 1998, City and Richland by Ordinance No. 3280, entered into the Seventh Amendment of the Development Agreement (the "Seventh Amendment"). The Seventh Amendment was recorded on March 5, 1999, in the Official Records of Placer County as Instrument No. 99-0020246.

I. On May 17, 2000, City and Richland by Ordinance No. 3516, entered into the Eighth Amendment of the Development Agreement (the "Eighth Amendment"). The Eighth Amendment was recorded on June 21, 2000, in the Official Records of Placer County as Instrument No. 2000-0044211.

J. On February 9, 2000, City and Richland by Ordinance No. 3469, entered into the Ninth Amendment of the Development Agreement (the "Ninth Amendment"). The Ninth Amendment was recorded on March 27, 2000, in the Official Records of Placer County as Instrument No. 00-0019534.

K. On July 5, 2000, City and Parkland Reserve, Inc. by Ordinance No. 3551, entered into the Tenth Amendment of the Development Agreement (the "Tenth Amendment"). The Tenth Amendment was recorded on September 28, 2000, in the Official Records of Placer County as Instrument No. 00-0071888.

L. On November 15, 2000, City and Richland by Ordinance No. 3589, entered into the Eleventh Amendment of the Development Agreement (the "Eleventh Amendment"). The Eleventh Amendment was recorded on November 29, 2000, in the Official Records of Placer County as Instrument No. 2000-0101231.

M. On December 20, 2000, City and Richland's successor, for Parcels 38, 39A and 39B only, by Ordinance No. 3603, entered into the Twelfth Amendment of the Development Agreement (the "Twelfth Amendment"). The Twelfth Amendment was

recorded on March 16, 2001, in the Official Records of Placer County as Instrument No. 2001-0022571.

N. On October 24, 2001, City and Richland, by Ordinance No. 3746, entered into the Thirteenth Amendment of the Development Agreement (the "Thirteenth Amendment"). The Thirteenth Amendment was recorded on December 18, 2001, in the Official Records of Placer County as Instrument No. 2001-0136402.

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

P. The property subject to this Amendment, North Central Roseville Specific Plan ("NCRSP") Parcel 42A (also known as Lot 42 as shown on Highland Reserve Phase VIII as filed for record in book "U" of maps at page "50" of the official records of Placer County), is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference.

AGREEMENT

1. The prior Section 2.A.1 of the Development Agreement, page 7 of 53, is superseded and is amended and substituted herewith and Section 2.A.1 as set forth below, is substituted therefore:

2.A.1. Generally. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to said property shall be those set forth in this Agreement, the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement, and the Schematic Development Plan attached hereto as Exhibit B and the Table of Land Uses attached hereto as Exhibit C; provided, however, that the size and shape of particular parcels of the Property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1.F.2.

City is bound with respect to the uses permitted under this Agreement only insofar as this Agreement so provides or as otherwise sets forth in law or ordinance.

City agrees that land use is granted and grants such land use herewith to the Property subject to this Agreement as follows: 81.03 acres, more or less, of Business and Professional land use; 85.20 acres of Community Commercial land use; 41.5 acres of Commercial land use; 94.2 acres of Regional Commercial land use (subject to Section 2.D.1 hereof); 105.4 acres, more or less of BP/Commercial land use; 46.47 acres of Planned Development land use; 2.28 acres of Neighborhood Commercial land use; 1.09 acres of day care use; and

3,494 dwelling units for residential use, all as set forth on Exhibit B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or the Zoning Ordinance provides on the effective date of this Agreement. The floor area coverage of buildings and improvements constructed on any parcel of land allocated to Business and Professional use shall not exceed forty percent (40%), and shall not be less than twenty-eight percent (28%), of the total land area of that parcel.

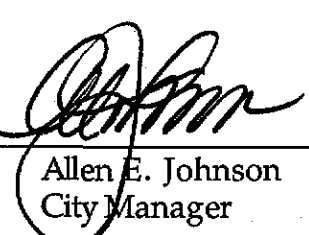
2. The property subject to this Fourteenth Amendment is and shall be Parcel 42A of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Fourteenth Amendment shall apply to such parcel as its interests appear. With respect to land subject to the Development Agreement which is not part of the property subject to this Fourteenth Amendment, the Development Agreement shall continue to apply (except to the extent that portions of such land have been terminated as provided in Section 1.B of such Agreement).

3. All provisions of the Development Agreement not otherwise inconsistent with this Fourteenth 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 Fourteenth Amendment and the readoption and ratification are consistent with the Roseville General Plan, and North Central Roseville Specific Plan as amended and the EIR certified by the City of Roseville on May 31, 1990.

Approved and adopted pursuant to Ordinance No. 3908, this 8th day of January, 2003.

CITY:

CITY OF ROSEVILLE,
A municipal corporation

By: 

Allen E. Johnson
City Manager

APPROVED AS TO FORM:

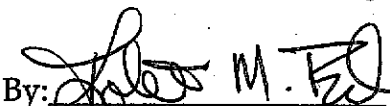


Mark J. Doane
City Attorney

LANDOWNER:

Shea Center Livermore, LLC,
A California Limited Liability Company

By: J.F. Shea Co., Inc, A Nevada
Corporation, Its Manager

By: 

Robert M. Burke
Assistant Secretary

Robert M. Burke
Assistant Secretary

ATTEST:



Carolyn Parkinson
City Clerk

3/2/04
DATE

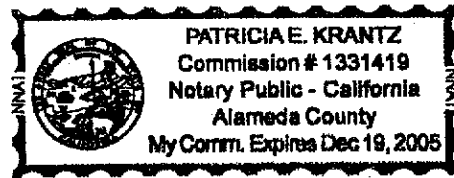
STATE OF CALIFORNIA}

COUNTY OF ALAMEDA}ss.

On March 2, 2004, before me, Patricia E. Krantz, personally appeared Robert M. Burke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Patricia E. Krantz*



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: **"Fourteenth Amendment To The Development Agreement By And Between The City Of Roseville And Roseville Properties Investment Partners Ltd. Relative To The Development Known As Regional 65 Centre"**

Document Date: **December 2002**

Number of Pages **4**

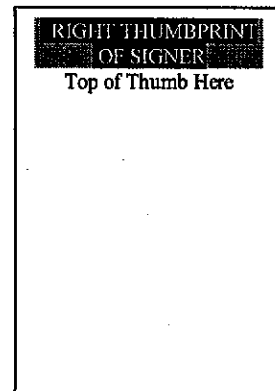
Signer(s) Other Than Named Above: _____

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 _____

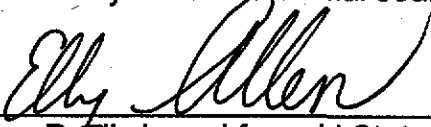


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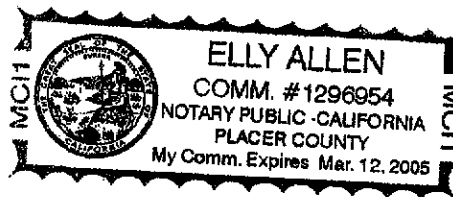
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 28th day of January in the year of 2003, 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: Fourteenth Amendment to the Development Agreement

Date of Document: December, 2002

Acknowledgment – All Purpose

PARCEL 42A
DESCRIPTION

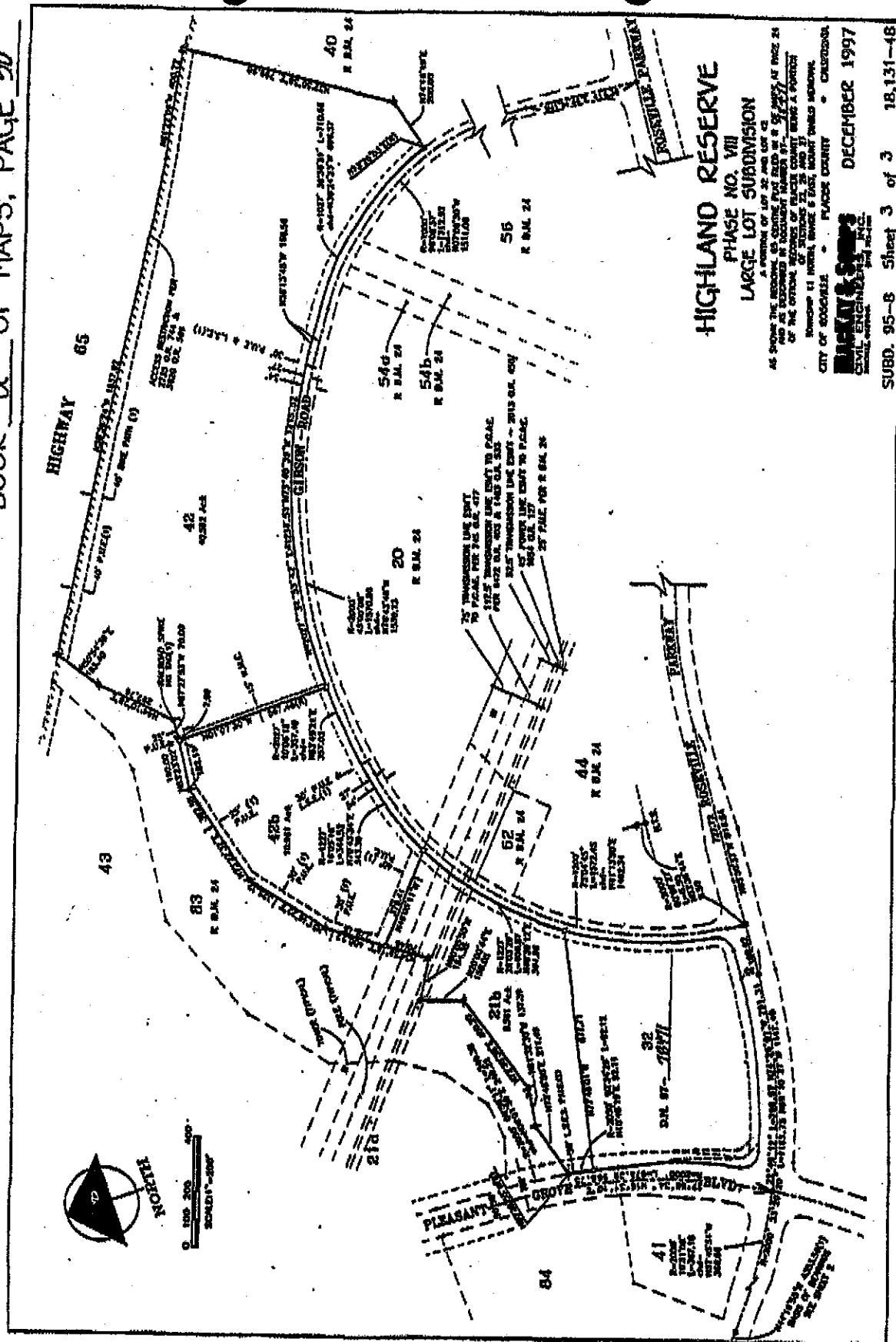
That certain property situated in the State of California, County of Placer, City of Roseville, described as follows:

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

Beginning at the most Easterly corner of said Lot 42; thence from the true point of beginning South 32 degrees 50 minutes 58 seconds West a distance of 799.98 feet; thence South 74 degrees 16 minutes 19 seconds West a distance of 200.00 feet to a curve which tangent bears North 16 degrees 34 minutes 57 seconds West; thence along said curve to the left having a radius of 1027.00 feet through a central angle of 39 degrees 38 minutes 51 seconds with an arc length of 710.66 feet; subtended by a chord which bears North 36 degrees 24 minutes 23 seconds West for a distance of 696.57 feet; thence North 56 degrees 13 minutes 48 seconds West a distance of 168.56 feet to a curve to the left having a radius of 2027.00 feet through a central angle of 25 degrees 55 minutes 13 seconds with an arc length of 917.00 feet, subtended by a chord which bears North 69 degrees 11 minutes 24 seconds West for a distance of 909.20 feet; thence North 07 degrees 50 minutes 59 seconds East a distance of 399.80 feet; thence North 58 degrees 36 minutes 24 seconds West a distance of 356.86 feet; thence North 44 degrees 10 minutes 28 seconds East a distance of 297.76 feet; thence North 55 degrees 54 minutes 39 seconds East a distance of 183.40 feet; thence South 58 degrees 36 minutes 24 seconds East a distance of 1837.82 feet; thence South 61 degrees 22 minutes 09 seconds East a distance of 400.72 feet to the point of beginning. Said parcel is also described as "Lot 42, Highland Reserve Phase VIII After Lot Line Adjustment" in that certain Certificate of Compliance recorded December 10, 1998 as instrument no. 98-0104013.

APN: 363-010-023-000

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain deed recorded May 5, 1982 in book 2497, page 696 and that certain deed recorded July 24, 1972 in book 1432, at page 305, Placer County Records.

BOOK U OF MAPS, PAGE 50

Description: Placer, CA Alpha Tract Map U.50 Page: 3 of 3
 Order: 909535 Comment:

0000 0000 0000 0000

NCRSP



North Central Roseville Specific Plan LAND USE

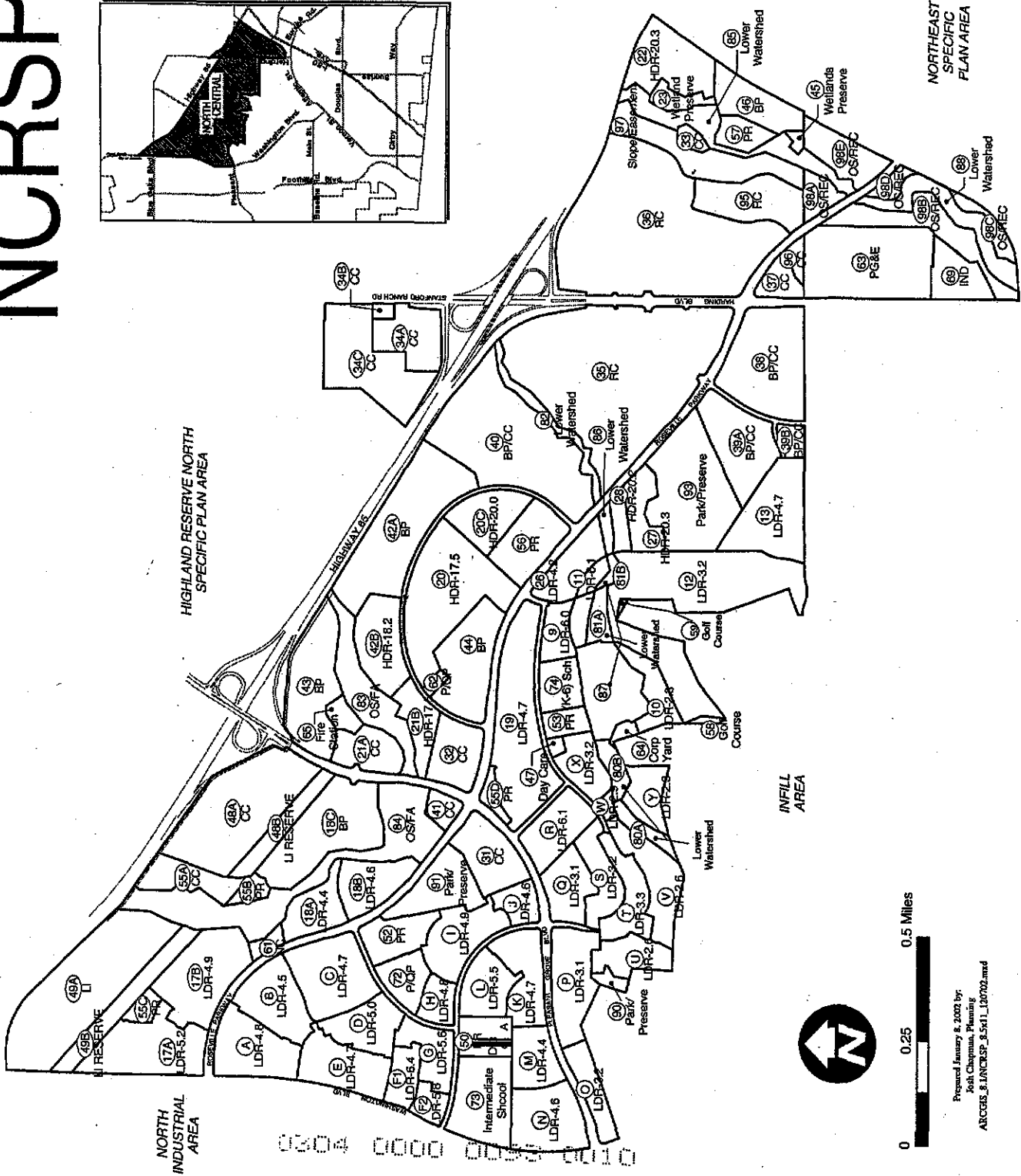
Adopted July 5, 1990
Resolution #90-17

Map Updated January 9, 2002

Amended	
10-02-91 RES# 91-254	12-20-95 RES# 95-364
10-02-91 RES# 91-280	5-28-97 RES# 97-127
12-18-91 RES# 91-320	8-19-98 RES# 98-314
6-08-94 RES# 94-156	10-07-98 RES# 98-363
6-30-94 RES# 94-187	1-06-99 RES# 99-20
10-05-94 RES# 94-143	1-19-00 RES# 00-35
9-13-95 RES# 95-260	2-16-00 RES# 00-72
11-15-95 RES# 95-315	7-05-00 RES# 00-304
	10-10-01 RES# 01-514

Land Use

LDR -	LOW DENSITY RESIDENTIAL
MDR -	MEDIUM DENSITY RESIDENTIAL
HDR -	HIGH DENSITY RESIDENTIAL
CC -	COMMUNITY COMMERCIAL
RC -	REGIONAL COMMERCIAL
BP -	BUSINESS-PROFESSIONAL
NC -	NEIGHBORHOOD COMMERCIAL
LI -	LIGHT INDUSTRIAL
IND -	INDUSTRIAL
OS -	OPEN SPACE
PR -	PARK
POP -	PUBLIC/QUASI PUBLIC



Prepared January 8, 2002 by:
Joel Chapman, Planning
ARCIS_8_LINCKSP_8-5x11_120702.mxd

City of Roseville
GIS
Roseville, California

EXHIBIT C
Land Use Table by Specific Plan Parcel Number
 Updated January 2002

RESIDENTIAL				NON-RESIDENTIAL			
PARCEL	LAND USE	ACRES	UNITS	PARCEL	LAND USE	ACRES	UNITS
A	R-4.8	16.60	79	18C	BUSINESS PROFESSIONAL	26.43	
B	R-4.5	16.30	73	21A	COMMUNITY COMMERCIAL	8.66	
C	R-4.7	19.90	94	23	WETLAND PRESERVE	4.50	
D	R-5.0	12.60	63	31	COMMUNITY COMMERCIAL	13.96	
E	R-4.7	15.50	73	32	COMMUNITY COMMERCIAL	11.70	
F1	R-6.4	5.96	38	33	COMMERCIAL	2.60	
F2	R-5.8	6.09	35	34A	COMMERCIAL	13.27	
G	R-5.6	8.65	48	34B	COMMERCIAL	1.16	
H	R-4.8	6.16	29	34C	COMMERCIAL	27.04	
I	R-4.9	15.40	75	35	REGIONAL COMMERCIAL	94.19	
J	R-4.6	5.90	27	36	REGIONAL COMMERCIAL	94.70	
K	R-4.7	14.60	68	37	COMMERCIAL	5.30	
L	R-5.5	11.10	61	38	BUSINESS PROF/COMMERCIAL	29.54	
M	R-4.4	10.20	45	39A	BUSINESS PROF/COMMERCIAL	19.33	
N	R-4.6	16.90	78	39B	BUSINESS PROF/COMMERCIAL	2.98	
O	R-3.2	7.50	24	40	BUSINESS PROF/COMMERCIAL	50.03	
P	R-3.1	16.30	50	41	COMMUNITY COMMERCIAL	3.48	
Q	R-3.1	11.50	36	42A	BUSINESS PROFESSIONAL	36.55	
R	R-5.5	12.90	71	43	BUSINESS PROFESSIONAL	23.24	
S	R-3.2	10.50	34	43A	COMMUNITY COMMERCIAL	0.91	
T	R-3.3	11.80	39	44	BUSINESS PROFESSIONAL	20.44	
U	R-2.6	9.90	26	45	WETLAND PRESERVE	1.10	
V	R-2.6	15.40	40	46	BUSINESS PROFESSIONAL	13.20	
W	R-2.9	1.70	5	47	DAYCARE CENTER	1.09	
X	R-3.2	9.60	31	48A	COMMUNITY COMMERCIAL	39.29	
Y	R-2.3	8.30	19	48B	LIGHT INDUSTRIAL RESERVE	8.87	
9	R-6.0	6.33	38	49A	LIGHT INDUSTRIAL	46.47	
10	R-2.3	8.53	20	49B	LIGHT INDUSTRIAL RESERVE	12.42	
11	R-6.1	3.42	21	50A	PARK	4.50	
12	R-3.2	51.02	165	50B	PARK	0.21	
13	R-4.7	19.29	90	50C	PARK	1.00	
17A	R-5.2	23.19	119	50D	PARK	2.25	
17B	R-4.9	22.06	106	52	PARK	10.10	
18A	R-4.4	11.00	48	53	PARK	4.50	
18B	R-4.6	11.76	53	55A	COMMUNITY COMMERCIAL	9.85	
19	R-4.7	35.48	165	55B	PARK	2.87	
20	R-17.5	34.42	602	55C	PARK	2.88	
20C	R-20.0	12.91	258	55D	PARK	0.88	
21B*	R-17.5	8.56	184	56	PARK	13.30	
22	R-20.3	16.75	340	57	PARK	5.40	
26	R-4.2	10.86	45	58	GOLF COURSE	0.13	
27	R-20.3	8.59	174	59	GOLF COURSE	0.75	
28	R-20.2	3.58	72	61	NEIGHBORHOOD COMMERCIAL	2.28	
29	R-4.5	2.43	11	62	ELECTRICAL SUBSTATION	1.17	
42B	R-18.2	15.00	273	63	PG&E	31.54	
				64	CORPORATION YARD	1.46	
				65	FIRE STATION	3.06	
				69	INDUSTRIAL	10.00	
				72	K-6 SCHOOL	8.00	
				73	INTERMEDIATE SCHOOL	18.42	
				74	K-6 SCHOOL	8.00	
				80A	LOWER WATERSHED	3.60	
				80B	LOWER WATERSHED	3.99	
				81A	LOWER WATERSHED	3.83	
				81B	LOWER WATERSHED	1.63	
				82	LOWER WATERSHED	6.13	
				83	LOWER WATERSHED	16.30	
				84	LOWER WATERSHED	37.64	
				85	LOWER WATERSHED	11.90	
				86	LOWER WATERSHED	1.98	
				87	LOWER WATERSHED	18.03	
				88	LOWER WATERSHED	11.80	
				90	PARK/PRESERVE	1.81	
				91	PARK/PRESERVE	13.67	
				93	PARK/PRESERVE	33.05	
				95	REGIONAL COMMERCIAL	11.30	
				96	COMMERCIAL	2.00	
				97	SLOPE EASEMENT	18.10	
				98A	OPEN SPACE/RECREATION	8.50	
				98B	OPEN SPACE/RECREATION	25.60	
				98C	OPEN SPACE/RECREATION	10.50	
				98D	OPEN SPACE/RECREATION	3.60	
				98E	OPEN SPACE/RECREATION	17.30	
					RIGHT OF WAY	95.63	

* Parcel 21B includes 35 DU from Density Bonus Issued as per DRP 01-16

TOTAL 1715.48 AC 4,045 du

ORDINANCE NO. 3908

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FOURTEENTH AMENDMENT TO DEVELOPMENT AGREEMENT WITH
THE ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD., AND AUTHORIZING
THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Fourteenth Amendment to Development Agreement with the Roseville Properties Investment Partners Ltd., to alter and clarify provisions in the existing Development Agreement relating to North Central Roseville Specific Plan (Shea Center Roseville).

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

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

SECTION 3. The Fourteenth Amendment to Development Agreement by and between the Roseville Investment Partners Ltd. and the City of Roseville is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

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

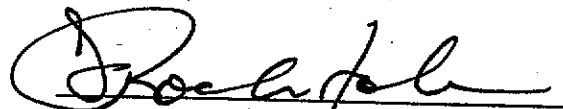
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in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

PASSED AND ADOPTED by the Council of the City of Roseville this 8th day of January, 2003, by the following vote on roll call:

AYES COUNCILMEMBERS: Earl Rush, Richard Roccucci, Gina Garbolino, Jim Gray, Rocky Rockholm

NOES COUNCILMEMBERS: None

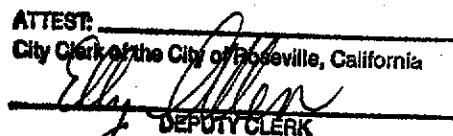
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

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

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK