



PLACER, County Recorder

JIM MCCAULEY

DOC- 2005-0125802

Tuesday, SEP 20, 2005 10:05:10

NOC \$0.0011

Ttl Pd \$0.00

Nbr-0001362224

den/DL/1-14

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

(THIS SPACE RESERVED FOR RECORDER'S USE)

**NINETEENTH 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**

28/9

Record and When Recorded

Return Original to:

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

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

June 2005
(Parcel 40)

THIS NINETEENTH AMENDMENT to the Development Agreement By And Between The City Of Roseville and Roseville Properties Investment Partners Ltd. Relative To The Development Known As Regional 65 Centre is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City") and Roseville Investments, LLC, a Florida limited liability company ("Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. The City and Landowner's predecessor in interest, Roseville Properties Investment Partners Ltd. ("RPIP") entered into a Development Agreement regarding certain property known as Regional 65 Centre (the "Development Agreement"), which was approved by the City Council of City of September 5, 1990, and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.

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

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

D. On December 6, 1995, City and RPIP, by Ordinance No. 2937, entered into the Third Amendment of the Development Agreement (the "Third Amendment"). The Third Amendment was recorded on January 12, 1996, in the Official Records of Placer County as Instrument No. 96-002-015.

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

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

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

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

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

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

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

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

M. On December 20, 2000, City and Richland's successor, for Parcels 38, 39A and 39B only, by Ordinance No. 3603, entered into the Twelfth Amendment of the Development Agreement (the "Twelfth Amendment"). The Twelfth Amendment was recorded on March 16, 2001, in the Official Records of Placer County as Instrument No. 2001-0022571.

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

O. On April 17, 2004, City and Richland, by Ordinance No. 3905, entered into the Fourteenth Amendment of the Development Agreement (the "Fourteenth Amendment"). The Fourteenth Amendment was recorded on May 21, 2004, in the Official Records of Placer County as Instrument No. 2004-0065180.

P. On September 17, 2003, City and Richland, by Ordinance No. 3989, entered into the Fifteenth Amendment of the Development Agreement (the "Fifteenth

Amendment"). The Fifteenth Amendment was recorded on November 23, 2003, in the Official Records of Placer County as Instrument No. 2003-0198375.

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

R. On February 16, 2004, City and Richland's successor in interest for NCRSP Parcel 20A, by Ordinance No. 4188, entered into the Seventeenth Amendment of the Development Agreement (the "Seventeenth Amendment"). The Seventeenth Amendment was recorded on May 5, 2005, in the Official Records of Placer County as Instrument No. DOC-2005-0057114.

S. On July 20, 2005, City and Richland, by Ordinance No. 4246, entered into the Eighteenth Amendment of the Development Agreement (the "Eighteenth Amendment"). The Eighteenth Amendment was recorded on _____, 2005, in the Official Records of Placer County as Instrument No. _____ concurrently here with

T. Concurrent with its consideration of this Nineteenth Amendment, City is processing a Specific Plan Amendment (Resolution No. 05-345) for purposes of permitting ten (10) story buildings and increasing maximum floor area ratios on Parcel 40. City and Landowner wish to enter into this Nineteenth Amendment in order to provide consistency with that land use approval.

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

V. The property subject to this Amendment, North Central Roseville Specific Plan ("NCRSP") Parcel 40, 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 therefor:

2.A.1. Generally. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to said property shall be those set forth in this Agreement, the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement, and the Schematic Development Plan attached hereto as Exhibit B; 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: 59.81 acres, more or less, of Business and Professional land use; 85.20 acres of Community Commercial land use; 41.5 acres of Commercial land use; 94.2 acres of Regional Commercial land use (subject to Section 2.D.1 hereof); 101.9 acres, more or less of BP/Commercial land use; 46.47 acres of Planned Development land use; 2.28 acres of Neighborhood Commercial land use; 1.09 acres of day care use; and 3,830 dwelling units for residential use (including 210 residential units being transferred to the North Central Roseville Specific Plan from Parcels 20 and 30 in the Highland Reserve North Specific Plan), all as set forth on Exhibit B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or 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; provided, however, that buildings and improvements constructed on Parcel 40 or any subdivided portion thereof shall not exceed eighty percent (80%) of the total land area of Parcel 40 or any subdivided portion thereof, as measured by floor area ratio of a particular parcel. Upon subdivision of Parcel 40 into a 20± acre hotel/conference center site and remainder parcels totaling 30± acres, Landowner shall be entitled, as of right, to develop 836,352 gross square feet of Business Professional uses and 1,045,440 gross square feet of total non-residential land uses (inclusive of Business Professional uses) on the 30± acre remainder portion of Parcel 40. The foregoing provisions notwithstanding, retail uses on Parcels 40B, 40C, and 40D in total shall not exceed 334,540 square feet, provided, however, that so long as the total development on Parcels 40B, 40C, 40D and 44 generates no more than 25,392 daily vehicle trips (ADT) (23,986 ADT on Parcels 40B, 40C, 40D; 1,406 ADT on Parcel 44), additional office or retail development may be permitted on Parcels 40B, 40C or 40D above the levels specified herein, but only to the extent that Parcel 44 does not build out to its planned capacity, in which case the development that would have been allowed by the reduced ADT on Parcel 44 shall be allocated to Parcels 40B, 40C and/or 40D, provided the modifications of development intensity do not result in any additional impacts to LOS. Said buildings on Parcel 40 or any subdivided portion thereof shall not exceed ten (10) stories in height.

2. The Development Agreement, page 16 of 53, is amended to add the following Section 2.E.7:

2.E.7. Parcel 40 Entrance Roadway Improvements. The landowner of Parcel 40A (the "Parcel 40A Landowner") shall be obligated to construct, prior to issuance of the first building permit on Parcel 40A, Street "A", the major access route into Parcel 40 from Gibson Drive to Parcel 40A, and abutting portions of Parcels 40B, 40C and 40D. In addition at the request of the City, the Parcel 40A landowner shall construct a traffic signal at the intersection of Street "A" and Gibson Drive subject to reimbursement from the City's Traffic Mitigation Fund. Should the landowner(s) of Parcels 40B, 40C or 40D proceed to develop any of those parcels ahead of Parcel 40A and require construction of Street "A", the landowner(s) of Parcels 40B, 40C or 40D, as the case may be, shall have the obligation to construct Street "A" to a standard necessary to support development of those parcels. If the landowner(s) of any of those three parcels (40B, 40C, 40D) so construct any portion of the Street "A" Improvements, the Parcel 40A Landowner shall reimburse the constructing landowner for the full costs of those improvements

prior to issuance of the first building permit for Parcel 40A. Landowner and its successors in interest on Parcels 40B, 40C and 40D shall retain rights of entry, ingress and egress, including access via driveways, and construction and reconstruction for Street "A" or any Street "A" Improvements subject to approval of said access points by City.

Prior to issuance of any permit for development of Parcels 40B, 40C, or 40D, Landowner(s) shall dedicate to City all right-of-way and an adjacent twenty five foot (25') landscape, public utility, pedestrians/bike easement (as measured from ultimate back of curb) to accommodate the widening of Gibson Drive from two to four lanes from Street "A" to Roseville Parkway, substantially as shown in Figure 5-9c of the NCRSP. The twenty five foot (25') wide easement shall be inclusive of the off street bike trail. In addition, concurrent with issuance of the first building permit for Parcel 40B, 40C, or 40D, landowner(s) shall widen Gibson Drive and modify the existing traffic signal at Roseville Parkway and Gibson Drive as required by the City's Public Works Department. Landowner(s) shall be entitled to receive reimbursement from the City Traffic Mitigation fund for (1) up to 10 feet of pavement (exclusive of any curb and gutter) of Gibson Drive widening, plus the cost of striping and Gibson Drive median improvements, and (2) the actual costs for modifications to the existing traffic signal at Roseville Parkway and Gibson Drive, including the costs of all associated intersection geometric improvements (including but not limited to, striping, signing, and traffic island relocation as approved by the Public Works Director). Landowner and its successors in interest on Parcels 40B, 40C and 40D shall retain rights of entry, ingress and egress, including access via driveways, and construction and reconstruction for Street "A" or any Street "A" Improvements.

2.E.8: 3. The Development Agreement is amended to add the following Section

2.E.8 Contribution to Improvements for Highway 65/ Pleasant Grove Boulevard Interchange. For each and every square foot of gross building square footage constructed on Parcels 40A, 40B, 40C, and 40D, Landowner or its successors in interest shall pay to City, at the time of issuance of building permits, one dollar (\$1.00) per gross square foot, above then existing development impact fees, as an additional contribution toward improvements for the Highway 65/Pleasant Grove Boulevard Interchange. In addition, Landowner(s) shall assign any future reimbursements from the Highway 65 JPA to the City of Roseville's Traffic Mitigation Fund to be used for City-wide traffic improvements. With respect to Parcels 40B, 40C and 40D only, the contribution to Improvements for Highway 65/Pleasant Grove Boulevard Interchange for which provision is made in this Section 2.E.8 shall be deemed fully satisfied upon payment by the NCRSP Parcel 44 Community Facilities District to City in the amount of \$1,045,440.

2.E.9: 4. The Development Agreement is amended to add the following Section

2.E.9. Pedestrian Access Between Galleria and Parcel 40. Landowner(s) and City agree to cooperate in exploring the feasibility of a public-private partnership to fund and construct two pedestrian access bridges across Open Space Parcel 82 to connect the Galleria Mall with the Hotel/Conference Center on Parcel 40A and the office/retail development on Parcels 40B/C/D. City agrees that the

maximum share of the costs of constructing the two pedestrian bridges to be allocated collectively to Parcels 40B/C/D shall not exceed a total of \$187,500 for all three parcels, and the share allocated to Parcel 40A shall not exceed \$187,500.

5. The property subject to this Nineteenth Amendment is and shall be Parcel 40 of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Nineteenth 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 Nineteenth 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).

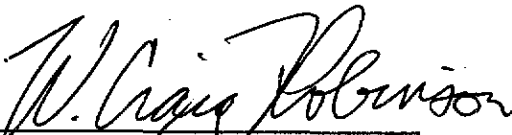
6. All provisions of the Development Agreement not otherwise inconsistent with this Nineteenth Amendment are and shall remain in full force and effect. Such provisions are herewith reenacted, readopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Nineteenth Amendment 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. 4247, this 20th day of July, 2005.

CITY OF ROSEVILLE,
A municipal corporation

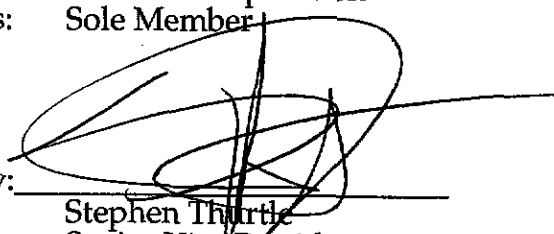
ROSEVILLE INVESTMENTS, LLC,
a Florida limited liability company
(qualified to do business in California
as Florida Roseville Investments, LLC)

BY:


W. CRAIG ROBINSON
City Manager

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

By:


Stephen Thurtle
Its: Senior Vice President

ATTEST:

BY:


SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:


MARK J. DOANE
City Attorney

CERTIFICATE OF ILLEGIBILITY
Government Code 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Linda L. Brown

Date Commission Expires: March 7, 2007

Commission Number: 1404048

County of Commission: Placer County

State of Commission: State of California

Manufacturer Number: NNA1

Place of Execution: Roseville, California

Signature: *Elly Allen* Date: September 14, 2005

Firm Name: City of Roseville

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

PLACER

ss.

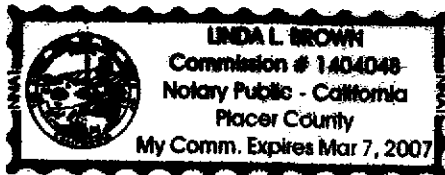
On JULY 12, 2005 before me, LINDA L. BROWN NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared STEPHEN THURTELL,
Name(s) of Signer(s)

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



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



WITNESS my hand and official seal.

Linda L. Brown
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 22nd day of August in the year of 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Craig Robinson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Helen Dreyer
Notary Public in and for said State



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

Title or Type of Document: 19th Amendment to Development Agreement by and between the City of Roseville and Roseville Properties Investment Partners Ltd., Relative to the Development known as Regional 65 Centre

Date of Document: August 22, 2005

Acknowledgment – All Purpose

EXHIBIT A-1

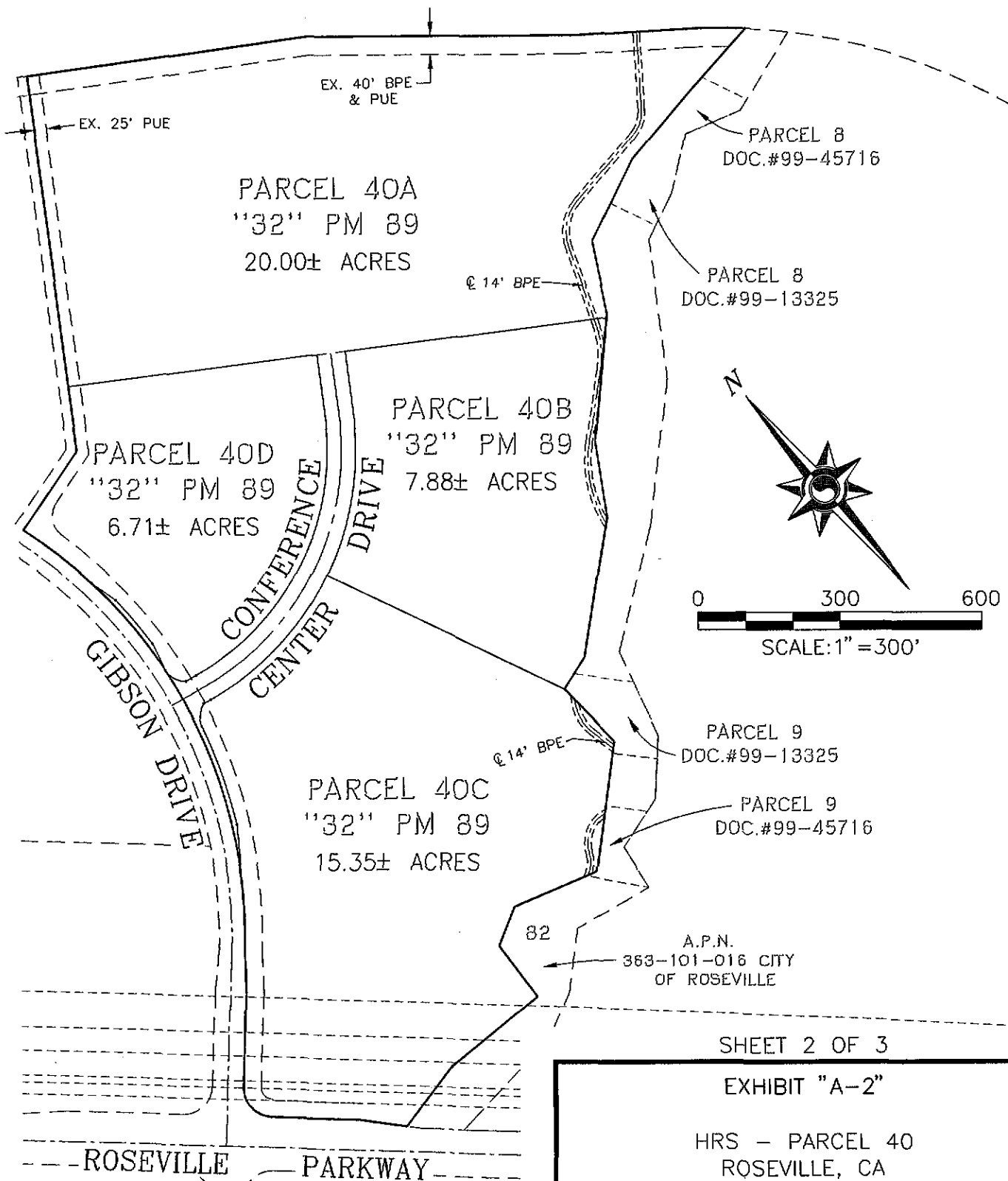
LEGAL DESCRIPTION

Real property in the City of Roseville, County of Placer, State of California, described as follows:

LOT 40, AS SHOWN ON THE MAP ENTITLED "REGIONAL 65 CENTRE", FILED FOR RECORD ON SEPTEMBER 25, 1990 IN BOOK "R" OF MAPS, PAGE 24, PLACER COUNTY RECORDS, AS CHANGED BY THAT CERTAIN CERTIFICATE OF CORRECTION, RECORDED APRIL 23, 1991 AS DOCUMENT SERIES NUMBER 91-022384.

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.

APN: 363-010-009-000



THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.

SHEET 2 OF 3

EXHIBIT "A-2"

HRS - PARCEL 40
ROSEVILLE, CA

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

TWHH	1"=300'	04/13/2004	18131-40
DRAWN BY	SCALE	DATE	JOB NO.

ORDINANCE NO. 4247

ADOPTING A NINETEENTH AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD RELATIVE TO THE DEVELOPMENT KNOWN AS REGIONAL 65 CENTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE
(North Central Specific Plan Parcel 40)

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 Nineteenth Amendment to Development Agreement by and between the City of Roseville and Roseville Properties Investment Partners LTD. with Roseville Investments, LLC, to alter and clarify provisions in the existing Development Agreement relating to Parcel 40 in the North Central Roseville Specific Plan.

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

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

SECTION 3. The Nineteenth Amendment to Development Agreement by and between the Roseville Investments, LLC, and the City of Roseville, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this 20th day of July, 2005, by the following vote on roll call:

AYES COUNCILMEMBERS: Roccucci, Gray, Garbolino

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Allard, Rockholm


MAYOR

ATTEST:


City Clerk

14
The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK