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

This Development Agreement is entered into this 19th day of September, 1997, by and between the City of Roseville, a municipal corporation, hereinafter "City", and Highland Reserve North L.P., a Delaware limited partnership, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement establishing certain development rights in and obligations with respect to the property which is the subject of the development project application.
2. Property. The subject of this Agreement is the development of that certain property, consisting of approximately 615 acres located in the City of Roseville, County of Placer, as described in Exhibit A-1 and shown on Exhibit A-2 (hereinafter the "Property"), attached hereto and incorporated herein by reference. Landowner owns the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Agreement. Landowner seeks City's approval of proposed land uses and zoning of the Property consistent with the Roseville General Plan (the "General Plan") and the Highland Reserve North Specific Plan, as adopted on May 28, 1997 (the "HRN Specific Plan" or "Plan").
3. Hearings. On April 17, 1997, the City Planning Commission, designated by Roseville Ordinance No. 802 as the advisory agency for purposes of development agreement review pursuant to Government Code Section 65867, following a duly noticed public hearing, considered this Agreement and recommended that the City Council approve this Agreement.
4. Environmental Impact Report. On May 28, 1997, the City Council, in Resolution 97- 125, certified as adequate and complete the Final EIR (the "Plan EIR") for the Highland Reserve North Specific Plan. The City Council finds that no subsequent or supplemental environmental impact report or addendum relating to the adoption of this

Development Agreement is necessary in that the terms and conditions of the HRN Specific Plan and this Development Agreement are consistent with and within the scope of the Plan EIR.

5. No Further Environmental Documents. The City Council has determined that the adoption of this Agreement involves no new impacts not considered in the Plan EIR; therefore, no further environmental documents relating to the adoption of this Agreement are required.

6. Entitlements. Following consideration and certification of the aforementioned Plan EIR and of CEQA related findings, the City Council on May 28, 1997, adopted a Statement of Overriding Consideration with respect to and approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

- A. The Roseville General Plan, as amended by Resolution No. 97- 126;
- B. The Highland Reserve North Specific Plan, as adopted on May 28, 1997, by Resolution No. 97-127;
- C. The Rezoning of the Property pursuant to Ordinance No. 3107 dated June 23, 1997;
- D. This Development Agreement, as adopted by Ordinance No. 3109 (the "Adopting Ordinance").

The approvals described in paragraphs A through D, inclusive, are referred to herein collectively as the "Entitlements."

7. General and Specific Plans. Development of the Property in accordance with the Entitlements will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and the HRN Specific Plan. For the purposes of the vesting protection and rights granted by this Agreement, the applicable law shall be as set forth in the Entitlements in force and effect on the effective date of this Agreement, unless otherwise provided herein.

8. Substantial Costs to Landowner. Landowner has incurred and will incur substantial costs in order to comply with conditions of approval of the Entitlements and to assure development of the Property in accordance with the Entitlements, including the terms of this Agreement.

9. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities in excess of those otherwise required for implementation of the General Plan.

10. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such City of Roseville public facilities and services as required herein to mitigate impacts of the development of the Property, and City agrees to assure that Landowner may proceed and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property.

11. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article 30 of Ordinance 802.

12. Consistency with General Plan and Highland Reserve North Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council finds and declares that this Agreement is consistent with the General Plan of the City of Roseville and with the Highland Reserve North Specific Plan.

Agreement

SECTION 1. GENERAL PROVISIONS.

1.A. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.

1.B. Property Description and Binding Covenants. The Property is that property described in and shown on Exhibits A-1 and A-2, respectively. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

1.C. Term.

1.C.1. Commencement; Expiration. The term of this Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of 20 years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement, nor shall said termination of the Agreement affect the covenants set forth in Section 3.G., relating to the obligations of owners of HRN property with respect to landscaping maintenance and the City's enforcement rights as set forth herein.

1.C.2. Termination of Single Family Residential Property. This Agreement may be terminated with respect to all or a portion of Parcels 1A, 1B, 2, 3A, 3B, 4, 5, 6, 7, 8, 9A, 9B, 10 or 20, as shown on Exhibit B, at the election of the then property owner upon recordation of a final residential subdivision map for such property and upon written notice to City of such election to terminate, provided that i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City, ii) a supplemental Affordable Housing Development Agreement, if required, has been recorded on the parcel, and iii) the requirements of Section 3.G. with respect to provision for the ongoing maintenance of public improvements have been satisfied. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.C.3. Termination of Multi-Family Property. This Agreement may be terminated with respect to all or a portion of Parcel 30 or 31, as shown in Exhibit B, at the election of the then property owner upon issuance of a Design Review Permit, Major Project Permit or equivalent for such property or, if the single family purchase option is pursued pursuant to Section 2.B.2, upon issuance of a final residential subdivision map for such property, and upon written notice to City of such election to terminate, provided that i) all public improvements required to serve the parcel, as determined by City, have been accepted by City, ii) a supplemental Affordable Housing Development Agreement, if required, has been recorded on the parcel and iii) the requirements of Section 3.G. with respect to provision for the ongoing maintenance of public improvements have been satisfied. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.C.4. Termination for Nonresidential Property. This Agreement may be terminated with respect to each HRN parcel, as shown on Exhibit B, that is zoned for community commercial or other nonresidential use (other than parcels zoned for public uses) at the election of the then property owner, upon or after the issuance of the Design Review Permit, Major Project Permit or equivalent for such property and upon written notice to City of such election to terminate, provided that i) all public improvements required to serve the parcel, as determined by City, have been accepted by City and ii) the requirements of Section 3.G. with respect to provision for the ongoing maintenance of public improvements have been satisfied. City shall cause any written notice of termination received or approved pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.D. Assignment. Landowner shall have the full right to assign this Agreement as it applies to the Property or any portion thereof, in connection with the sale, transfer or conveyance of an interest in the Property or any portion thereof. Upon the express assumption by the assignee of such assignment and the conveyance of Landowner's interest in the Property, or the portion of the Property related thereto, Landowner shall be relieved of and released from any further liability or obligation hereunder as related to the Property or the portion of the Property with respect to which the interest has been so conveyed. Notwithstanding the foregoing, no such assignment shall be made until the requirements of Section 3.G. with respect to provision for ongoing maintenance of public improvements have been satisfied without the express written consent of City, such consent not to be unreasonably withheld.

1.E. Notices. Formal written notices, demands, correspondence and communications between City and Landowner shall be sufficiently given if dispatched by postage prepaid first-class mail to the principal offices of the City and Landowner, as set forth in Section 10, or such person or entity designated in notice to the City pursuant to this Section 1.E. Such

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written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Landowner shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of the Property and any assignment of this Agreement, specifying the name or names of the transferee(s), the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

1.F. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the City and Landowner (and/or any successor owner of any portion of the Property, to the extent subject to or affected by the proposed amendment) in accordance with the provisions of Government Code Sections 65867 and 65868 and the Adopting Ordinance, provided that an amendment which affects less than the entire Property need only be approved by the owner(s) in fee of the portion(s) of the Property that is(are) subject to or affected by such amendment.

SECTION 2. DEVELOPMENT OF THE PROPERTY.

2.A. Permitted Uses.

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 the Property shall be those set forth in this Agreement, the Highland Reserve North Specific Plan, 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.A.2. Vested Entitlements. Subject to the provisions and conditions of this Agreement, City hereby grants a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the other Entitlements, unless otherwise provided herein, and subject to amendment of this Agreement as provided in Section 1.F. The vested entitlements include the following land uses for the Property: 165.36 acres of Community Commercial use, 36.55 acres of Public/Quasi-public use, 32.15 acres of Park use, 10.00 acres of School use, 34.29 acres of Open Space use and 1770 dwelling units for Residential use, all as set forth in Exhibits B and C. Such uses shall be as set forth and defined in the Highland Reserve North Specific Plan and the Zoning Ordinance of the City of Roseville.

2.A.3. Community Commercial Use. With respect to the HRN parcels designated for Community Commercial use, Landowner shall have a vested entitlement to develop commercial square footage at a density and intensity of use equal to 25% of the square footage of the parcel provided that City may require additional environmental analysis where appropriate to comply with the requirements of the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.* City may also require additional traffic analysis where appropriate for the purpose of determining whether additional CIP improvements are required to maintain service levels and for site design purposes (such as determining driveway locations and driveway throat depths). Landowner may request, and City may, in its discretion grant, the right to develop additional commercial square footage on any commercially zoned HRN parcel, subject to such additional environmental and other analysis as is deemed appropriate by City.

2.B. HRN Affordable Housing.

2.B.1. Multi-Family Affordable Units.

2.B.1.a. Landowner shall reserve sites for 118 residential units for residents with earnings falling within the very low income (less than fifty percent (50%) of median income) and low income (fifty percent (50%) to eighty percent (80%) of median income) categories. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville.

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

Parcel 30 -- Sixty Three (63) units

Parcel 31 -- Fifty Five (55) units

2.B.1.c. To the extent that the number of affordable units actually produced on either HRN Parcel 30 or 31 exceeds the affordable unit reservation for which provision is made in Section 2.B.1.b., Landowner shall be permitted to credit the excess affordable units towards the affordable allocation assigned to the other HRN multi-family parcel. Such credit transfer shall not require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing the credit transfer which shall be recorded against both Parcel 30 and 31. In the alternative, Landowner shall have the option of applying the excess units to reduce the in lieu fee (for which provision is made

in Section 2.B.3. below). Under this option, the in lieu fee shall be reduced by the difference between the amount of the subsidy required to produce the affordable unit and the amount of the City contribution to such subsidy for each low income unit produced in excess of the allocated obligation. Where the excess affordable units are applied to reduce the in lieu fee, a credit shall also be granted towards the middle income purchase reservations for which provision is made in Section 2.B.4. at a ratio of one unit for every \$15,000 reduction in the in lieu fee. Such a credit transfer shall not require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing the credit transfer which shall be recorded against Parcel 30 and/or 31 and Parcel 20.

2.B.1.d. City shall compensate Landowner or its successors for two-thirds (2/3) of the net present value (discounted at a reasonable rate of interest, based on a reservation of use for a period of thirty (30) years) of the loss of rental revenue that would be expected to accrue over the thirty (30) year period that such units are reserved. Such compensation (hereafter "subsidy" or "subsidies") shall be made in cash, by fee reduction, by density bonuses or any other form agreeable to the Landowner and City. Within sixty (60) days after Landowner or a successor applies for a Design Review Permit, a Major Project Permit or equivalent, with respect to all or any portion of Parcel 30 or 31, City shall specify the range of incomes to be served and identify or provide funding for subsidies. Prior to issuance of a building permit for a structure on Parcel 30 or 31, City and Landowner or its successor shall enter into an Affordable Housing Development Agreement giving effect to the intent of this Section 2.B.1. with respect to such parcel. If City cannot provide the necessary funding, City shall identify a source of funding for subsidies for the affordable units applicable to Parcel 30 or 31. Landowner shall join City in any application prepared by City for Federal, State, local or private funding for such identified subsidies and Landowner shall use its best efforts to cooperate with City to obtain approval thereof. City and Landowner agree that the pursuit or approval of such application shall not result in any adverse economic or financial impact on Landowner or the applicable parcel, except as set forth in this Section 2.B.1.d. If subsidies have not been made available within nine (9) months following acceptance of an application for a Design Review Permit, a Major Project Permit or equivalent as complete (the "Subsidy Feasibility Period"), then the requirement to provide the low income affordable units shall terminate or shall be reduced to a level at which, or deferred for a period until, City can provide funding. In the event that Landowner, during the Subsidy Feasibility Period, rents a unit required to be provided to a low income household, Landowner waives the right to any subsidy during such Subsidy Feasibility Period. If City has agreed to provide funding and the project subsequently does not proceed because application has not been made by

Landowner for a building permit or Landowner fails to construct the units, City shall be entitled to reimbursement for any losses or penalties incurred pursuant to assembling the necessary funding or subsidies for affordable housing for such parcel.

2.B.1.e. Where subsidies are made available pursuant to Section 2.B.1.d., Landowner and City shall enter into an Affordable Rental Housing Development Agreement that sets the initial rent for low income households, establishes the criteria and basis for annual rent increases, and provides the City a method to monitor the rents paid by low income households. This agreement shall also establish the basis and terms for refunding to the City a portion of the compensation if the units are not rented by qualified low income households.

2.B.1.f. Landowner shall have the option of developing the affordable units assigned to either Parcel 30 or 31 pursuant to Section 2.B.1.b. as a portion of a smaller multi-family project of less than the total units allocated to each parcel (250 units or 220 units, respectively). Where a smaller project is proposed for development on either Parcel 30 or 31, a large lot parcel map will be required for the purpose of subdividing the applicable parcel into two or more parcels. In the event either Parcel 30 or 31 is subdivided for the purpose of developing smaller multi-family projects, the affordable housing obligation shall be allocated proportionately among the resulting parcels unless a non-proportional allocation is approved by City pursuant to the Affordable Rental Housing Development Agreement process described in Section 2.B.1.e. above.

2.B.1.g. The Community Facilities District special taxes to be allocated to the multi-family parcels, Parcels 30 and 31, pursuant to Section 3.C. shall not exceed on a per unit basis fifty percent (50%) of the special tax allocated to the single family units within the HRN Specific Plan Area.

2.B.2. Parcel 30 or 31 Purchase Housing Alternative.

2.B.2.a. Landowner shall also have the option of developing all or a portion of either Parcel 30 or 31 as medium density (approximately 12 units per acre) purchase units. If Landowner pursues this medium density option, the low income affordable obligation will be addressed through the provision of low income purchase units rather than rental units. These units shall be offered for sale at prices affordable to low income households earning 70-80% of median income. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville. In

recognition of both the benefits of low income home ownership and the special difficulties of providing purchase housing affordable to low income households, the City shall work cooperatively with Landowner in support of Landowner's efforts in this regard.

2.B.2.b. Should Landowner determine to proceed with the development of a portion of either Parcel 30 or 31 as medium density, single family purchase housing in accordance with section 2.B.2.a., a large lot parcel map will be required for the purpose of subdividing the applicable parcel into two or more parcels. Although the subdivision of Parcel 30 or 31 for the purposes and in the manner described herein is contemplated by this Agreement and the HRN Specific Plan, the change in density of land use will require a Rezone, General Plan Amendment and Specific Plan Amendment, together with any associated supplemental environmental review that may be determined to be required.

2.B.2.c. Landowner agrees that, upon the offering for the sale of homes within either Parcel 30 or 31 at prices affordable to low income households in accordance with the provisions of Section 2.B.2.a. above, Landowner shall use its best efforts to sell such units to qualifying low income households. Such best efforts shall be coordinated with the Housing and Redevelopment Manager of the City of Roseville, or such other official as may be designated by City (hereafter "Manager") and include, without limitation:

- i. special advertising prior to the release of the affordable units for sale indicating the availability thereof to low income households;
- ii. maintenance of a waiting list of applicant low income households seeking housing opportunities in Landowner's developments;
- iii. notification of any such applicant households (such notification to include all applicant households from any list provided by the Manager) prior to any release of affordable units, and the pre-release, by at least one week, of such affordable units to such notified households;
- iv. for any affordable units for which contracts of sale are not entered into with low income households after the above efforts, Landowner shall not enter into any contracts of sale for such available units, except with households qualifying by income pursuant to Section 2.B.2.a., for fifty days after the release of the affordable units to the general public;

v. affordable purchase units which are not sold to low income households within fifty days after release to the general public shall be marketed for ten additional days to middle income households at prices affordable to such households; and

vi. if such units are not sold to middle income households within the ten day period, the units may be sold as market price units.

Any affordable units remaining unsold after the required marketing periods set forth above as either low or middle income units which are subsequently sold as market units shall nonetheless be credited against Landowner's affordable purchase housing obligation.

2.B.2.d. Within three (3) working days of execution of a contract of sale of an affordable purchase unit to a qualifying low income household, Landowner shall notify the Housing and Redevelopment Manager in writing of such sale and provide information verifying such qualification as low income. If no objection or request for information is made by Manager within ten (10) working days of receipt of Landowner's notice by City, Landowner may convey the unit to buyer and Landowner's obligation with respect to Section 2.B.2. shall be deemed fulfilled to the extent of such unit. Within ten (10) working days of such notice, Manager may deliver a written objection to such sale or a written request for supplementary information. In the event of receipt of an objection or request, Landowner shall refrain from conveying the unit unless and until the objection or request is withdrawn by Manager. In the event that Manager, after receipt of information from or consultation with Landowner, declines to withdraw the objection or issues additional requests, Landowner may request and shall be entitled to a hearing within thirty (30) days of such a request before the Council of the City of Roseville which shall have the sole and final authority, reasonably exercised, to determine the eligibility of the proposed buyer and the extent to which the obligation created pursuant to this Section 2.B.2. shall have been fulfilled.

2.B.2.e. Landowner and City agree that the opportunity to purchase affordable housing made available to low income purchasers pursuant to this Section 2.B.2. is intended to be passed on to such purchasers' successors in interest. In order to give effect to this intent, Landowner and City will enter into an Affordable Purchase Housing Development Agreement prior to the recordation of a final residential subdivision map for all or a portion of either Parcel 30 or 31, as appropriate.

2.B.2.f. To ensure proper maintenance of each affordable low income purchase unit on Parcels 30 and 31 during the term of its reservation as an affordable purchase unit, Landowner shall provide evidence to the Housing Director of arrangements for professional management of such units, or shall establish CC&Rs for such Parcels within which the affordable purchase units are located to establish a mechanism for maintaining the appearance of such affordable purchase units or provide an alternative mechanism that is acceptable to City.

2.B.3. HRN In Lieu Affordable Housing Fund. In satisfaction of that portion of Landowner's low/very low income affordable housing obligation not addressed through the reservation of 118 affordable rental units pursuant to Section 2.B.1.b. above, Landowner agrees to make provision for an additional 16 low/very low income affordable units through an in lieu housing fund in the amount of \$15,000 per unit for a total of \$240,000. The in lieu funds shall be generated through a fee to be paid by the 1300 residential units allocated to HRN Parcels 1-10 and 20 of \$92.00 per unit and by the 1,800,770 square feet of commercial development allocated to Parcels 40-47 of \$.067 per square foot of development. The in lieu fee will not be assessed against units on Parcels 30 and 31.

The HRN affordable housing fund shall be applied to the HRN Affordable Housing Program until the HRN affordable obligation is satisfied or until the year 2005 whichever occurs first, after which the funds may be used to support the City-wide Affordable Housing Program. Use of the in lieu affordable housing fund outside the HRN Specific Plan area shall be subject to review and approval of the City Council. The in lieu fee revenues may be used for any of the following purposes:

- i. to subsidize the low income rental program for which provision is made on Parcels 30 and 31;
- ii. to pay the subsidy of up to \$5,000 per unit cost associated with City acceptance of the single family purchase units reserved for participation in the City's Affordable Housing Program;
- iii. to write down the purchase price of the reserved single family purchase units to a price that is affordable to low income households;
- iv. to assist the developer in providing a medium density low income purchase option to the high density low income rental program on Parcels 30 and 31; or
- v. to further the goal of expanding affordability within the HRN Specific Plan area.

2.B.4. Affordable Purchase Units.

2.B.4.a. Landowner agrees that twenty (20) residential units shall be reserved for participation in the middle income affordable purchase program.

These reserved units are allocated to Parcel 20. Landowner shall make four (4) of the twenty (20) reserved units available to middle income households (as defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as set forth in the Housing Element of the General Plan of the City of Roseville) without City subsidy, while sixteen (16) units are reserved as a result of the in-lieu fee provided in Section 2.B.3. and shall be made available in accordance with the provisions of Section 2.B.4.b. below.

2.B.4.b. The sixteen (16) reserved units allocated to Parcel 20 as a result of the in-lieu fee shall be made available without subsidy unless it is determined that a subsidy is necessary. A subsidy shall be deemed necessary where the fair market value of the unit exceeds the price affordable to a middle income household. Where a subsidy is determined to be warranted, the City shall provide a subsidy of up to \$5,000 for each eligible unit the City desires to have included in the median income affordable purchase program. The amount of the subsidy shall be based on the difference between the market-rate price of the unit and the price affordable to a middle income household.. The developer shall be responsible for any subsidy of more than \$5,000 that is necessary to reduce the market-rate purchase price to an affordable level. At any time following administrative approval of a permit for a model home complex for a parcel containing reserved units, developer may file with the Manager a Request for Subsidy. The request shall document the need for the subsidy. Such documentation shall consist of a showing of fair market value based on comparable unit sales within the market area. City shall have 60 days to determine whether to contribute the required subsidy. If the City determines not to subsidize the reserved unit, the affordable reservation is terminated and the developer may proceed with development and sale of the unit at market rate.

2.B.4.c. With the consent of the Manager, all or a portion of the twenty (20) middle income purchase unit reservations allocated to Parcel 20 may be transferred to one or more other HRN single family parcels. Such a transfer may be accomplished without amending the HRN Specific Plan or this Agreement, provided the HRM consents. An important factor to be considered regarding transfer of affordable units is the extent to which such a transfer increases the prospects for producing the affordable units.

2.B.4.d. Landowner agrees that the middle income affordable purchase units reserved pursuant to this Section 2.B.4. shall be priced, at the time of sale, at or below the price that would be affordable to a middle income household. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville. Landowner shall use its best efforts to sell such units to qualifying middle income households. Such best efforts shall be coordinated with the Manager, or such other official as may be designated by City and include, without limitation:

i. special advertising prior to the release of the affordable units for sale indicating the availability thereof to middle income households,

ii. maintenance of a waiting list of applicant middle income households seeking housing opportunities in Landowner's developments;

iii. notification of any such applicant households (such notification to include all applicant households from any list provided by the Manager) prior to any release of affordable units, and the pre-release, by at least one week, of such affordable units to such notified households, and,

iv. for any affordable units for which contracts of sale are not entered into with middle income households after the above efforts, Landowner shall market such units to middle income households for a minimum of ten days. Units unsold to middle income households after such ten day marketing effort may be sold as market price units. Such units shall nonetheless be credited against Landowner's affordable purchase obligation.

2.B.4.e. Within three (3) working days of execution of a contract of sale of an affordable purchase unit to a qualifying middle income household, Landowner shall notify the Housing and Redevelopment Manager in writing of such sale and provide information verifying such qualification as low income. If no objection or request for information is made by Manager within ten (10) working days of receipt of Landowner's notice by City. Landowner may convey the unit to a buyer and Landowner's obligation with respect to Section 2.B.4. shall be deemed fulfilled to the extent of such unit. Within ten (10) working days of such notice, Manager may deliver a written objection to such sale or a written request for supplementary information. In the event of receipt

of an objection or request, Landowner shall refrain from conveying the unit unless and until the objection or request is withdrawn by Manager. In the event that Manager, after receipt of information from or consultation with Landowner, declines to withdraw the objection or issues additional requests, Landowner may request and shall be entitled to a hearing within thirty (30) days of such a request before the Council of the City of Roseville which shall have the sole and final authority, reasonably exercised, to determine the eligibility of the proposed buyer and the extent to which the obligation created pursuant to this Section 2.B.4. shall have been fulfilled.

2.B.5. Not a Limitation. Nothing in the foregoing Section 2.B. shall be construed to limit Landowner from offering units for rental or purchase to households of very low, low or middle incomes in excess of the number of units specified.

2.C. Special Requirements Within the Plan Area.

2.C.1. Business Property Owner's Association. Landowner shall, prior to the sale of any parcel or parcels of real property located in sub-phase A as shown on Exhibit C hereto, create a Business Property Owner's Association (the "BPOA") that shall be solely responsible for funding the maintenance of watershed open space Parcels 71, 72 and 73 (which will be conveyed to the City pursuant to Section 3.A.1.b.), and the sewer maintenance access road to be located on Parcel 72 for the purpose of providing access to the sewer main. The City's Department of Parks and Recreation shall, in consultation with the BPOA, prepare an annual maintenance budget for these watershed parcels. In the event the Department of Parks and Recreation and the BPOA cannot reach agreement with respect to the annual maintenance budget, the BPOA may request the City Council review the budget. Such a request must be filed in writing by the BPOA within ten (10) days of receipt by the BPOA of a request for payment of the annual maintenance costs as set forth in the budget. Unless the City Council directs otherwise, the BPOA shall pay to the City the amount requested within sixty days of receipt of the request for payment. Landowner shall, concurrently with the recordation of the HRN Large Lot Subdivision Map, record a Declaration of Covenants, Conditions and Restrictions (the "Declaration") over and including Parcels 40, 41, 42A, 42B, 43A, 43B, 44, 45A, 45B, 46A, 46B, 47A, 47B, 71, 72 and 73 in order to effect the purposes of this Section. The Declaration shall be approved as to form by the City Attorney prior to recordation and shall include a provision permitting, but not requiring, City to enforce the terms and conditions thereof. In order to assure the continuing maintenance of those areas set forth above, Landowner shall require the BPOA to file with the City, within thirty (30) days of its formation, a faithful performance bond in the penal amount of fifty thousand dollars (\$50,000) in a form acceptable to the City Attorney and issued by a good and sufficient surety authorized to transact business in this state.

2.C.2. Compliance with 404 Permit.

2.C.2.a. Landowner shall comply with the policies set forth in Section 5.2. of the Highland Reserve North Specific Plan as such Plan provides on the date of adoption of this Agreement, including, without limitation, all mitigation measures contained in the modified mitigation plan referred to in that Section of the Specific Plan Environmental Impact Report.

2.C.2.b. Landowner shall contract for the services of a qualified consulting wetlands specialist to supervise and implement compliance with the terms of the permit issued by the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, 33 C.F.R. §322.2(f) (the "404 Permit"). The cost of such a specialist shall be borne by the BPOA. Landowner agrees that all requirements set forth in the 404 permit with respect to the preservation of wetlands or with respect to the initial installation of facilities required for the protection of the wetlands located in Parcels 71, 72 and 73 shall have been met prior to conveyance to the City.

2.C.3. Local and Residential Collector Streets. A five-foot (5') setback strip for landscaping shall be established between the curb and sidewalk along the residential streets within the Property, as such streets are defined in Section 4.2.3. of the HRN Specific Plan. Such setback strips shall be within the right-of-way for the adjacent streets. City shall grant to the adjacent property owner an easement for the purpose of maintaining turf and shrubbery within the setback strip (but not street trees, which will be maintained by a Community Facilities District to be formed pursuant to Section 3.G.1.) or Landowner shall reserve such easement when granting the right-of-way to City

2.C.4. Power Purchase Agreement. Landowner shall purchase electric power for all non-residential uses within the project from City of Roseville Electric for a period of 5 years from the date of issuance of the final occupancy permit of the first permanent structure constructed in sub-phase A, or until January 1, 2006, whichever occurs first. City will provide electric power at rates that are competitive with market rates in the industry as a whole for the delivery of power to the Project.

2.C.5 Electric Efficiency. In order to balance conservation efforts with energy supplies, the project shall comply with the following requirements:

2.C.5.a. Residential air conditioning units shall have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum as defined in Federal Regulations (10 Code of Federal Regulations Section 430.2 [1991]) adopted by the State of California in Title 24 of the Code of California Regulations. The SEER rating will be specified on Building Plans and Title 24

compliance certificates at the time building permits are requested. As of the date of this agreement, the applicable standards would require an increase of SEER rating from 10 to 12.

2.C.5.b. If the Landowner demonstrates to the satisfaction of the City that the retail cost to achieve the requisite SEER rating exceeds the efficiency cost defined below, the City's Electric Utility Director may adjust the requirement of achieving a two-point increase in the SEER rating such that the Landowner is not required to achieve reductions that would exceed the efficiency cost. The "efficiency cost" is the retail cost to achieve the requisite increase in SEER rating as determined at the time of the first application for a Building Permit in the property, adjusted for escalation by the ENR Construction Cost Index, as determined by the City.

2.C.6. No Water Softeners. No water softeners shall be used within the Project, except for those approved by the Environmental Utilities Director. The Project CC&Rs shall include this prohibition.

2.C.7. Maintenance of HRN Parcel 70. The owner of Parcel 61 and such owner's successors in interest shall be solely responsible for maintaining watershed open space Parcel 70.

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

- i. The transfer and receiving parcels are within the HRN Specific Plan area;
- ii. The cumulative increase or decrease in units resulting from the minor density adjustment does not change by more than twenty percent (20%) the number of pre-transfer units allocated to either the transfer or receiving parcel as established by the June, 1997 HRN Specific Plan;
- iii. The transfer and receiving parcels have existing General Plan land use designations of LDR or MDR, and the density adjustment does not result in densities on either parcel above or below such existing land use designations; and
- iv. The transfer and receiving parcels can accommodate such density adjustments without resulting in impacts beyond those identified in the HRN EIR.

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

To request a minor density adjustment, the owner or owners of both the transfer and receiving parcels shall submit to the Planning Director a Notice of Minor Density Adjustment, identifying the impacted parcels, designating the number of units being transferred and providing other documentation as required by the Planning Director to determine compliance with the above unit transfer criteria. Applicant shall also provide a revised HRN Specific Plan Table 2-2 "Land Use By Parcel" reflecting the adjusted unit counts and densities. The revised table will be the official record tracking unit allocations to each HRN large lot LDR and MDR parcel.

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

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

2.E. Rules, Regulations and Official Policies.

2.E.1. Inconsistency. To the extent any future rules, ordinances, fees, regulations or policies are inconsistent with the permitted uses, density and intensity of use, phasing of construction, maximum building height and size, or provisions for reservation or dedication of land as specifically provided in this Agreement, the terms of this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, fees, regulations or policies, adopted on a city wide basis, are consistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, provisions for reservation or dedication of land, or any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable.

2.E.2. Application of Changes. This Section 2.E. shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent, delay or preclude compliance with one or more

provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 3.M. of this Agreement.

2.E.3. Authority of City. This Section 2.E. shall not be construed to limit the authority or obligation of City to hold necessary public hearings, to limit the discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by this Agreement, the Schematic Development Plan and the Highland Reserve North Specific Plan, as such Entitlements provide on the effective date of this Agreement.

2.E.4. Processing Fees and Charges. Landowner shall pay those processing, inspection and plan checking fees and charges required by City under then-current regulations applicable to City's recovery of its actual costs of (i) processing applications and requests for permits, approvals and other actions; and (ii) monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto by Landowner.

2.E.5. Participation in Identified Funding Mechanisms. In each case where this Agreement provides that the Landowner agrees to pay a fee or participate in a financing mechanism or program, such agreement on behalf of the Landowner also constitutes an agreement, which Landowner shall include in all appropriate conveyance documents, on behalf of its successors in interest and the Business Property Owner's Association formed pursuant to Section 2.C.1., that they will participate in and will not protest the formation of such a fee or financing mechanism, and that they waive any rights to protest pursuant to the Majority Protest Act of 1931 (Streets & Highways Code §2800 *et seq.*), or any similar statute or constitutional provision whether currently existing or hereafter adopted. Landowner acknowledges that, but for this agreement not to protest formation and agreement to participate, City would have levied each and every such fee or financing mechanism prior to approval of the Entitlements, and that City has not done so in reliance on this waiver and as an accommodation to Landowner's time schedule for construction of the Project.

The foregoing agreement and waiver shall be limited to prospective application only, and Landowner and its successors in interest retain the right to participate in all public meetings and public hearings in connection with such financing mechanisms. Nothing in this Section 2.E.5. shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit.

SECTION 3. OBLIGATIONS OF THE PARTIES.

3.A. Dedications, Conveyances and Reservations.

3.A.1. Park and Open Space Parcels Sites.

3.A.1.a. Landowner, upon demand of City, shall dedicate, grant or convey to City the following Park parcels:

i. A 3.14-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel 50 on the Schematic Development Plan.

ii. A 3.78-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel 51 on the Schematic Development Plan.

iii. A 4.73-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel 53 on the Schematic Development Plan.

iv. A 20.50-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel 52 on the Schematic Development Plan.

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

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

ii. A 6.20 acre, more or less, portion of the Property for the purposes of drainage, flood control, and preservation of flood plain, wetland habitat and open space, shown as Parcel 72 on the Schematic Development Plan.

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

3.A.2. Circulation Rights-of-Way. Landowner, upon demand of City, shall dedicate, grant or convey to City, in further consideration of the entitlements granted herein, those portions of its property, as may be reasonably required for any circulation improvements described herein and in Exhibit E, in the widths set forth and described in Section 4.3. of the HRN Specific Plan (as such Plan provides on the effective date of this Agreement). To the extent that the circulation improvements described above require the acquisition of property which Landowner does not own, City shall cooperate with Landowner to acquire such property. Such cooperation may include the exercise of City's power of eminent domain, provided that Landowner shall reimburse City for all costs associated with such exercise.

3.A.3. Public Utility Easement. Landowner shall grant and convey to City public utility and landscape setback easements along both sides of Stanford Ranch Road, Pleasant Grove Boulevard, Fairway Drive, Central Park Drive and Highland Drive east of Pleasant Grove Boulevard. Landowner shall also grant and convey to City a public utility easement to accommodate the trunk sewer lines in and across Parcels 70, 71 and 72 as shown in Exhibit G and water lines in and across Parcel 71 as shown in Exhibit F, both as attached hereto and incorporated herein by this reference. Such public utility easements shall be shown on the first tentative (large lot or parcel) map for the Property to be approved by the Council subsequent to adoption of the HRN Specific Plan and this Agreement. The easements shall be granted and conveyed on recordation of such final map.

Nothing in this Agreement shall be construed to limit or restrict the right of City to require the dedication of an easement for utility purposes when such requirement would be otherwise consistent with the reasonable exercise of the police power by City and is reasonably related to a requirement to serve the parcel or parcels subject to the easement.

3.A.4. Reservation of Fire Station Site. Landowner shall reserve a site of approximately one developable acre located at the western corner of HRN Parcel 43, adjacent to Fairway Drive and HRN Parcel 71 as shown on Exhibit B, attached hereto and incorporated herein by this reference, for City's use in developing an interim fire station. At any time after the expiration of five years from the execution date of this Agreement, City may demand that Landowner (or Landowner's successor in interest to such reserved site) dedicate and convey the fire station site to the City. Landowner's obligation to dedicate and convey the reserved fire station site to the City shall automatically terminate without the requirement for any further notice or action by either City or Landowner, upon the issuance of a notice of completion for the Pleasant Grove Boulevard/Highway 65 Interchange.

3.A.5 Water Booster Pump Station Site. Landowner shall, upon demand of City, dedicate, grant or convey to City a 10,000 square foot, more or less, portion of the Property, located generally on Parcel 43 or Parcel 9B adjacent to the 12" waterline easement across Parcel 71 to Parcel 9B, for City's use in constructing a water booster pumping plant to serve the Property.

3.A.6. Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as approved by the City Attorney or provided for by this Agreement, the property to be conveyed to City pursuant to Sections 3.A.1., 2., 3., 4. and 5. shall be free of any liens, encumbrances, special taxes, or assessments, and shall be excluded from the application of any Declaration of Covenants, Conditions and Restrictions, excepting the rights-of-way and easements described above may be conveyed subject to existing liens and encumbrances so long as such liens and encumbrances that may interfere therewith are subordinated to the easement.

3.A.7. Title Report and Preliminary Site Assessment. Landowner shall, for each conveyance made pursuant to this Section 3.A., provide to City at Landowner's expense a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.

3.A.8. Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or undercompensated conveyance or dedication of land or easements or construction of improvements specified in this Agreement.

3.B. Phased Improvements. The HRN utility and roadway improvements shall be developed in multiple phases in accordance with the Land Use and Infrastructure Phasing Plan set forth as Chapter 7 to the HRN Specific Plan. Phase I, involving land uses and infrastructure improvements east of Pleasant Grove Boulevard, includes six sub-phases (A through F) as shown on Exhibit L, attached hereto and incorporated herein by this reference. Phase II, involving land uses west of Pleasant Grove Boulevard, includes three sub-phases (G through I) as shown on Exhibit B. The Infrastructure Phasing plan set forth herein provides a detailed listing of the roadway, sewer, water, and electric facilities to be constructed with each sub-phase. The sub-phases shall be developed and constructed sequentially beginning with sub-phase A and continuing alphabetically, unless Landowner requests City approval to develop a sub-phase in a different order. The Phasing plan contemplates two such variations. The phasing is designed to allow development of sub-phase E in advance of sub-phase D. In addition, the phasing plan contemplates the development of sub-phases G, H and I in any order. Where Landowner proposes to develop a sub-phase in a non-sequential order, Landowner shall demonstrate to the satisfaction of the City, that the infrastructure

improvements necessary to serve the developing portion of the site are provided. Except as provided above or by written waiver by City, no building permit shall be issued for any construction work of any kind in any phase or sub-phase of the Project until all public infrastructure improvements within all prior phases or sub-phases of the Project have been completed and accepted in writing by the City, and all required dedications and conveyances of real property located in the then-current and prior phases or sub-phases have been made and accepted by the City, or a secured deferred improvement agreement has been entered into by City and the developer of uncompleted improvements.

3.B.1. Sub-Phase A Infrastructure Improvements. Landowner shall, at its expense, construct or cause to be constructed the following infrastructure improvements to serve the land use entitlements granted herein for the sub-phase A area (Parcels 43, 44 and 45);

3.B.1.a. Sub-phase A roadway improvements as shown on Exhibit E and as set forth below. Unless expressly provided otherwise, whenever in this Section 3.B. the term "Frontage Improvements" is used, such term shall mean the construction of curb, gutter, and the first eighteen feet (18') of pavement (including, but not limited to, asphalt concrete, aggregate base and aggregate sub-base) plus any additional pavement widening at intersections to accommodate turn lanes and bus turnouts, utilities, street lights, rough grading of a minimum of five feet of adjacent landscape easements, main storm drain lines, laterals and inlets, cross culverts, traffic striping and signing, and signal interconnect along all arterial roadways and at other locations deemed necessary by the City.

i. That portion of Stanford Ranch Road frontage abutting Parcel 43 consisting of the westernmost frontage improvements to the City's then-current improvement standard for a six-lane roadway.

ii That portion of Fairway Drive consisting of the two outside frontage lanes, and backbone median landscaping (consisting of trees, and irrigation only), from Stanford Ranch Road to the western boundary of Parcel 45.

iii. Signal conduits to be installed at the Fairway Drive/Five Star Drive intersection. Landowner to install signal poles upon development of adjacent parcels. City to install signal lights, loops and appurtenances and make operational when warranted.

3.B.1.b. Sub-phase A sewer improvements, as shown on Exhibit G and as set forth below:

i. Construct a ten inch sewer line in Fairway Drive along the Parcel 45 frontage to the existing main on Parcel 72 together with an all-weather accessway for maintenance vehicles.

ii. Landowner, or its successor in interest to Parcel 61, shall construct a sewer line from the southern portion of Parcel 61 to the existing main on Parcel 71.

3.B.1.c. Sub-phase A waterline improvements as shown on Exhibit F and as set forth below:

i. 12" waterline to be constructed from Gibson Drive north through that portion of the NCRSP between Highway 65 and Gibson Drive, under Highway 65 using the existing 42" conduit, across that portion of the HRN Specific Plan between Highway 65 and Fairway Drive, and east in the Fairway Drive right-of-way to the existing 16" stub located at the eastern boundary of Parcel 44 (the "Gibson Drive Waterline Extension").

ii. 12" waterline to be constructed prior to development of Parcel 43 in an easement crossing Parcels 43 and 71 from Fairway Drive to the southern boundary of Parcel 9B (this waterline is not required in order to proceed with development of Parcels 44 and 45).

3.B.1.d. Sub-phase A electric improvements as shown on Exhibit H and as set forth below:

i. Joint trench and streetlights to be constructed in the Fairway Drive public utility easement from Stanford Ranch Road to the western boundary of Parcel 45.

ii. Concurrently with the initial construction of Phase I roadways landowner shall:

a. Extend the four underground 12-kV circuits in the North Central Specific Plan from existing stubs on Gibson Drive through North Central Roseville Specific Plan Parcels 21B, 83 and 43 to Pleasant Grove Boulevard along the existing power corridor; and

b. Construct a temporary 12-kV overhead line from the existing power corridor on Parcel 48A of the North Central Roseville Specific Plan, north across Highway 65 to the

intersection of Pleasant Grove Boulevard and Fairway Drive or an alternative as approved by the City Electric Department. Developer shall acquire all necessary easements and rights of entry needed to construct the required facilities. City will cooperate with and assist Landowner in securing all State permits required in connection with the construction of such facilities.

iii. Construct a temporary overhead electric loop in Fairway Drive public utility easement from Pleasant Grove Boulevard east to terminus of joint trench constructed in sub-phase A.

3.B.2. Sub-phase B Infrastructure Improvements. Landowner shall, at its expense, construct or cause to be constructed all of the following infrastructure improvements to serve the land use entitlements granted herein for the sub-phase B area (Parcels 9A, 9B and 10):

3.B.2.a. Sub-phase B roadway improvements as shown on Exhibit E and as set forth below:

i. Stanford Ranch Road. That portion of Stanford Ranch Road from the northerly boundary of Phase A to the northerly City limit to the City's then-current standard for a six-lane roadway. Said improvements shall consist of the completion of the frontage improvements along the westerly boundary, additional center pavement widening consisting of 4' of pavement along the eastern side of the median, and median curbing and landscaping.

ii. Highland Drive. Landowner shall dedicate all necessary right-of-way and construct Highland Drive consisting of a full street section, curb, gutter, and rough grading of a minimum of five feet of the landscape easements from Stanford Ranch Road to Central Park Drive.

iii. Central Park Drive. Landowner shall dedicate all necessary right-of-way and construct Central Park Drive consisting of a full street section, curb, gutter, and rough grading of the landscape easements from Highland Drive to the southerly boundary of Parcel 10.

iv. Signal improvements including conduit, poles, lights, loops and appurtenances at the Highland Drive/Stanford Ranch Road intersection. Landowner to install signal poles upon development of adjacent parcels. City to install signal lights, loops and appurtenances and make operational when warranted.

3.B.2.b. Sub-phase B sewer improvements as shown on Exhibit G and as set forth below:

i. 8" sewer main to be constructed in an easement across Parcel 71 from Parcel 9B to the existing sewer main located in Parcel 71.

ii. 6" sewer line to be constructed in the Highland Drive right-of-way from Central Park Drive to a point approximately 750 linear feet to the east.

iii. 8" and 10" sewer lines to be constructed in the Central Park Drive right-of-way from Fairway Drive to Highland Drive.

iv. 15" sewer lines to be constructed in the Fairway Drive right-of-way from Central Park Drive to connect with the existing sewer main located in open space Parcel 72.

3.B.2.c. Sub-phase B waterline improvements as shown on Exhibit F and as set forth below:

i. Two 12" main line connections, with flow meters, to be constructed for the purpose of tying into the existing Placer County Water Agency 12" main line in Stanford Ranch Road.

ii. Two pressure reducing valves ("PRVs") to be installed within the Upper Pressure Zone.

iii. 12" water line to be constructed in the Highland Drive right-of-way from Stanford Ranch Road to Central Park Drive.

iv. 12" waterline to be constructed in the Central Park Drive right-of-way from Highland Drive to the southern boundary of Parcel 10. In-tract water lines to be constructed with development of the sub-phase B small-lot subdivisions shall provide an internally looped system.

v. 12" water line to be constructed in an easement crossing Parcels 43 and 71 from Fairway Drive to the southern boundary of Parcel 9B, if not previously constructed with the development of Parcel 43 pursuant to Section 2.B.1.c(ii).

3.B.2.d. Sub-phase B electric improvements as shown on Exhibit H:

i. Joint trench and streetlights to be constructed in the Highland Drive public utility easement from Stanford Ranch Road to Central Park Drive.

i. Streetlights to be constructed in the Central Park Drive public utility easement along the Parcel 10 frontage.

iii. Temporary overhead electric line to be constructed for interim use in Central Park Drive public utility easement from Highland Drive to the overhead line on Fairway Drive constructed pursuant to Section 3.B.1.d.(iii).

iv. Joint trench to be constructed in the Stanford Ranch Road public utility easement from the terminus of the joint trench installed by the City pursuant to Section 3.B.12., to Highland Drive.

3.B.3 Sub-phase C Infrastructure Improvements. Landowner shall, at its expense, construct or cause to be constructed the following infrastructure improvements to serve the land use entitlements granted herein on Parcels 7 and 8.

3.B.3.a. Sub-phase C roadway improvements: no roadway infrastructure is required in connection with the development of sub-phase C.

3.B.3.b. Sub-phase C sewer improvements as shown on Exhibit G and as set forth below:

i. 6" sewer line to be constructed prior to the development of the Central Park Phase I improvements in an easement across Park Parcel 52 from Highland Drive to the southern boundary of the Park Promenade.

3.B.3.c. Sub-phase C waterline improvements: no waterline improvements are required in connection with the development of sub-phase C.

i. None. Intract waterlines to be constructed with development of the sub-phase C small lot subdivisions to provide internal looped system.

3.B.3.d. Sub-phase C electric improvements: no electric system improvements are required in connection with the development of sub-phase C.

3.B.4. Sub-phase D Infrastructure Improvements. Landowner shall, at its expense, construct or cause to be constructed the following infrastructure improvements

to serve the land use entitlements granted herein on Parcel 20 and a portion of Parcel 46.

3.B.4.a. Sub-phase D roadway improvements as shown on Exhibit E and as set forth below:

i. Fairway Drive. Landowner shall dedicate to City the necessary right-of-way and construct the frontage improvements on both sides of Fairway Drive, a box culvert crossing at the watershed and a fourteen foot (14') wide backbone median landscaping (consisting of trees and irrigation only), from the westerly boundary of Phase A to the westerly boundary of that portion of Parcel 46 which is included in sub-phase D.

ii. Central Park Drive. Landowner shall dedicate all necessary right-of-way and construct Central Park Drive consisting of a full street section, curb, gutter, and rough grading of a minimum of five feet of the landscape easements from the southerly boundary of Phase B to Fairway Drive.

iii. Signal conduit and poles to be constructed at the Fairway Drive/Central Park Drive intersection. Landowner's to install signal poles upon development of adjacent parcels. City to install signal lights, loops and appurtenances and make operational when warranted.

3.B.4.b. Sub-phase D sewer improvements as shown on Exhibit G and as set forth below:

i. 12" sewer main line from western boundary of sub-phase D to Central Park Drive.

3.B.4.c. Sub-phase D waterline improvements as shown on Exhibit F and as set forth below:

i. 12" main waterline to be constructed in the Central Park Drive right-of-way from the southern boundary of Parcel 10 to Fairway Drive.

ii. 12" main waterline to be constructed in the Fairway Drive right-of-way from Central Park Drive to the Gibson Drive Waterline Extension.

iii. 12" main waterline to be constructed in the Fairway Drive right-of-way from Central Park Drive to the westerly boundary of that portion of Parcel 46 which is included in sub-phase D.

3.B.4.d. Sub-phase D electric improvements as shown on Exhibit H and as set forth below:

i. Joint trench and streetlights to be constructed in the Fairway Drive public utility easement from the western boundary of Parcel 45 to the western edge of that portion of Parcel 46 to be included in sub-phase D.

ii. Streetlights to be constructed in the Central Park Drive public utility easement along the Parcel 20 frontage.

3.B.5 Sub-phase E Infrastructure Improvements. Landowner shall, at its expense, construct or cause to be constructed the following infrastructure improvements to serve the land use entitlements granted on Parcels 5, 6 and 31.

3.B.5.a. Sub-phase E roadway improvements as shown on Exhibit E and as set forth herein:

i. That portion of Highland Drive consisting of a full street section, curb, gutter and rough grading of a minimum of five feet of the landscape easements on both sides of the roadway from Central Park Drive to Pleasant Grove Boulevard.

ii. Pleasant Grove Boulevard. Landowner shall dedicate all necessary right-of-way and construct the frontage lanes and a fourteen foot (14') wide landscape median for Pleasant Grove Boulevard from Highland Drive to the northerly boundary of sub-phase E. Should either the Pleasant Grove Interchange or the extension of Park Drive through the City of Rocklin to the corporate boundary of the City of Roseville not be constructed or under construction at the time of construction for Phase E, with the approval of the City Engineer this requirement may be satisfied through a secured deferred improvement agreement with the City.

3.B.5.b. Sub-phase E sewer improvements as shown on Exhibit G and as set forth below:

i. 6" sewer line to be constructed in an easement across Park Parcel 52 from Highland Drive to the southern boundary of the Park

Promenade if not previously constructed with the development of the Central Park Phase I improvements.

ii. 10" and 12" sewer lines to be constructed in an easement across Park Parcel 52 from the southern boundary of the Park Promenade to Fairway Drive.

3.B.5.c. Sub-phase E waterline improvements as shown on Exhibit F and as set forth below:

i. 12" waterline to be constructed in the Highland Drive right-of-way from Central Park Drive to Pleasant Grove Boulevard to include a Pressure Reducing Valve.

ii. Intract waterline to be constructed from Highland Drive to the Placer County Water Agency system at the project's northern boundary with development of sub-phase E small lot subdivisions.

iii. One 12" main line connection at Pleasant Grove Boulevard, with flow meter, to be constructed for the purpose of tying into the Placer County Water Agency main line at the project's northern boundary upon completion of the intract waterline constructed pursuant to Section 3.B.5.c.(ii).

3.B.5.d. Sub-phase E electric improvements as shown on Exhibit H and as set forth below:

i. Joint trench and streetlights to be constructed in Highland Drive public utility easement from Central Park Drive to Pleasant Grove Boulevard.

ii. Temporary overhead electric line to be constructed for interim use in the Pleasant Grove Boulevard public utility easement from Fairway Drive to Highland Drive (to replace temporary overhead line constructed pursuant to Section 3.B.2.d.(iv)).

3.B.6 Sub-phase F Infrastructure Improvements. Landowner shall, at its expense, construct or cause to be constructed the following infrastructure improvements to serve the land use entitlements granted on Parcel 40 and that portion of Parcel 46 to be included in sub-phase F.

3.B.6.a. Sub-phase F roadway improvements as shown on Exhibit E and as set forth below:

i. Pleasant Grove Boulevard. Landowner shall dedicate all necessary right-of-way and construct the frontage lanes and 14' wide median landscaping for Pleasant Grove Boulevard from Highland Drive to the Pleasant Grove Interchange. Should the interchange not be constructed or not be under construction at the time of construction for Phase F, the improvements will be required from Highland Drive to Fairway Drive. Landowner shall enter into a secured deferred improvement agreement for that portion of Pleasant Grove Boulevard between the interchange and Fairway Drive.

ii. Fairway Drive. Landowner shall dedicate to City the necessary right-of-way and construction the frontage improvements on both sides of Fairway Drive and a fourteen foot (14') wide backbone median from the westerly boundary of sub-phase D to Pleasant Grove Boulevard.

iii. Signal conduit and poles to be constructed at the Pleasant Grove Boulevard/Fairway Drive Intersection. Landowner to install signal poles upon development of adjacent parcels. City to install signal lights, loops and appurtenances and make operational when warranted.

3.B.6.b. Sub-phase F sewer improvements as shown on Exhibit G and as set forth below:

i. 10" main sewer line to be constructed in the Pleasant Grove Boulevard right-of-way from Fairway Drive to Highland Drive.

ii. 12" main sewer line to be constructed in Fairway Drive right-of-way from Pleasant Grove Boulevard to the eastern edge of that portion of Parcel 46 to be included in sub-phase F.

3.B.6.c. Sub-phase F waterline improvements as shown on Exhibit F and as set forth below:

i. 12" waterline to be constructed in the Pleasant Grove Boulevard right-of-way from Fairway Drive to Highland Drive.

ii. 12" waterline to be constructed in the Fairway Drive right-of-way from Pleasant Grove Boulevard to the eastern edge of that portion of Parcel 46 to be included in sub-phase F.

3.B.6.d. Sub-phase F electric improvements as shown on Exhibit H and as set forth below:

i. Joint trench and streetlights to be constructed in the Fairway Drive public utility easement from Pleasant Grove Boulevard to the eastern edge of that portion of Parcel 46 to be included in sub-phase F.

ii. Joint trench and streetlights to be constructed in the Pleasant Grove Boulevard public utility easement from Highland Drive to Fairway Drive if the Pleasant Grove Boulevard/Highway 65 Interchange is not built or to Highway 65 if the Interchange is built.

3.B.7. Sub-phase G Infrastructure Improvements. Landowner shall, at its expense, construct or cause to be constructed the following infrastructure improvements to serve the land use entitlements granted on Parcels 3A, 3B, 4, 41 and 47.

3.B.7.a. Sub-phase G roadway improvements as shown on Exhibit E and as set forth below:

i. Fairway Drive. Landowner shall dedicate to City the necessary right-of-way and construct the frontage improvements and backbone median landscaping (consisting of trees and irrigation only), from Pleasant Grove Boulevard to the western boundary of Parcel 47 or any portion of the sub-phase G Fairway Drive frontage provided such roadway improvements connect to either Pleasant Grove Boulevard or Blue Oaks Boulevard.

3.B.7.b. Sub-phase G sewer improvements as shown on Exhibit G and as set forth below:

i. 8" and 10" sewer lines to be constructed in the Fairway Drive right-of-way as necessary to provide service to the developing portion of sub-phase G.

ii. 18" sewer line to be constructed in an easement crossing Parcel 47 from Fairway Drive to the existing 30" sewer conduit crossing under Highway 65 to the existing sewer main.

3.B.7.c. Sub-phase G. waterline improvements as shown on Exhibit F and as set forth below:

i. Waterline improvements to be constructed as necessary to provide looped service to the developing portion of sub-phase G. as approved by the Environmental Utilities Director.

ii. 12" waterline to be constructed in an easement crossing Parcel 47 from Fairway Drive to the existing 36" conduit crossing under Highway 65 and connecting to the existing NCRSP water system south of Highway 65, if such improvements have not been previously constructed with sub-phase H or I, and are required pursuant to Section 3.B.7.c.i. above.

3.B.7.d. Sub-phase G electric improvements as shown on Exhibit H and as set forth below:

i. Joint trench and streetlights to be constructed in the Fairway Drive public utility easement from the Pleasant Grove Boulevard public utility easement as necessary to provide service to the developing portion of sub-phase G.

3.B.8 Sub-phase H Infrastructure Improvements. Landowner shall, at its expense, construct or cause to be constructed the following infrastructure improvements to serve the land use entitlements granted Parcels 1A, 1B and 2.,

3.B.8.a. Sub-phase H roadway improvements as shown on Exhibit E and as set forth below:

i. Pleasant Grove Boulevard. Landowner shall construct the frontage improvements and a fourteen foot wide landscaped median from Highland Drive to the project's northern boundary if not previously constructed with the sub-phase E improvements pursuant to Section 3.B.5.a.(ii). Should either the Pleasant Grove Interchange or the extension of Park Drive through the City of Rocklin to the corporate boundary of the City of Roseville not be constructed or under construction at the time of construction for sub-phase H, with the approval of the City Engineer, this requirement may be satisfied through a secured deferred improvement agreement with the City.

ii. Signal conduit and poles to be installed at Pleasant Grove Boulevard/Highland Drive intersection. Landowner to install signal poles upon development of adjacent parcels. City to install signal lights, loops and appurtenances and make operational when warranted.

3.B.8.b. Sub-phase H sewer improvements as shown on Exhibit G and as set forth below:

i. 10" and 12" sewer lines to be constructed in the Highland Drive (extension) right-of-way and to be connected to the existing system across Highway 65 as necessary to provide adequate service to the developing portion of sub-phase H, as approved by the Environmental Utilities Director.

ii. 10" sewer line in Pleasant Grove Boulevard to terminus of system installed in sub-phase F.

3.B.8.c. Sub-phase H waterline improvements as shown on Exhibit F and as set forth below:

i. 12" waterline to be constructed in an easement crossing Parcel 47 from Fairway Drive to the existing 36" conduit crossing under Highway 65 and connecting to the existing NCRSP water system south of Highway 65, if such improvements have not been previously constructed with sub-phase G or F, and are required pursuant to Section 3.B.8.c.ii. below.

ii. Waterline improvements to be constructed as necessary to provide looped service to the developing portion of sub-phase H, as approved by the Environmental Utilities Director.

3.B.8.d. Sub-phase H electric improvements as shown on Exhibit H and as set forth below:

i. Intract joint trench and streetlights to be constructed as necessary to provide service to the developing portion of sub-phase H, as approved by the Electric Department.

3.B.9. Sub-phase I Infrastructure Improvements. Landowner shall, at its expense, construct or cause to be constructed the following infrastructure improvements to serve the land use entitlements granted Parcels 30 and 42.

3.B.9.a. Sub-phase I roadway improvements as shown on Exhibit E and as set forth below:

i. Fairway Drive. Landowner shall dedicate to the City the necessary right-of-way and construct the frontage improvements on both sides of Fairway Drive, and a fourteen foot wide median and backbone

median landscaping (consisting of trees and irrigation only) from the westerly boundary of sub-phase G to Blue Oaks Boulevard.

ii. Signal conduit and poles to be installed at the intersection of Fairway Drive and the Highland Drive extension. Landowner to install signal poles upon development of adjacent parcels. City to install signal lights, loops and appurtenances and make operational when warranted.

3.B.9.b. Sub-phase I sewer improvements as shown on Exhibit G and as set forth below:

i. 8" sewer line to be constructed in the Fairway Drive right-of-way from the southern boundary of Parcel 42 to a point approximately 800 linear feet to the north.

ii. Sewer lines to be constructed as necessary to connect to the existing system across Highway 65 and to provide adequate service to the developing portion of sub-phase I, as approved by the Environmental Utilities Director.

3.B.9.c. Sub-phase I waterline improvements as shown on Exhibit F and as set forth below:

i. 12" waterline to be constructed in the Fairway Drive right-of-way from the southern boundary of Parcel 42 to the project's northern boundary.

ii. Waterline improvements to be constructed as necessary to provide looped service to the developing portion of sub-phase I, as approved by the Environmental Utilities Director.

iii. 12" main line connection, with flow meter, to be constructed for the purpose of tying in the Placer County Water Agency main line to be constructed in the Blue Oaks Boulevard right-of-way if the HRN waterline improvements are extended to the intersection of Fairway Drive and Blue Oaks Boulevard.

iv. 12" waterline to be constructed in an easement crossing Parcel 47 from Fairway Drive to the existing 36" conduit crossing under Highway 65 and connecting to the existing NCRSP water system south of Highway 65 if such improvements have not been previously

constructed with sub-phase G or H, and are required pursuant to Section 3.B.9.c.ii. above.

3.B.9.d. Sub-phase I electric improvements as shown on Exhibit H and as set forth below:

i. Joint trench to be constructed in the Fairway Drive public utility easement from the southern boundary of Parcel 42 to the boundary of the Property.

ii. Streetlights to be installed in the Fairway Drive public utility easement from the southern boundary of Parcel 42 to the project's northern boundary.

3.B.10. Miscellaneous Improvement Standards. The following miscellaneous standards shall apply to the infrastructure improvements set forth above:

3.B.10.a. Storm Drains. Landowner shall construct storm drain mains and laterals in accordance with the City's then current improvement standards as required by the Public Works Director/City Engineer and shall provide laterals to serve all parcels on the property including, but not limited to, commercial, multi-family, church, fire station, and park sites. Storm drain laterals serving each parcel shall be constructed to the property concurrently with the construction of storm drain mains which serve that parcel.

3.B.11. Neighborhood Park Frontage Improvements. Landowner, in its capacity as the owner of Parcels 1B, 3B, 4, 6, 7, 8, 9A, 9B and 10 shall construct or cause the construction of the frontage improvements (consisting of 14' of pavement, curb and gutter) adjacent to Park Parcels 50, 51 and 53, with each such residential parcel responsible for the park frontage improvements adjacent to its boundary. No occupancy permit shall be issued for a structure or structures on any of the parcels listed in this Section 3.B.11. until the frontage improvements that are the responsibility of the particular parcel have been completed and accepted by the City.

3.B.12. Stanford Ranch Road Electric Improvements. City shall install electric distribution facilities in the Stanford Ranch Road public utility easement from Fairway Drive to a point adjacent to the southernmost drive way of Parcel 61 and streetlights from Fairway Drive to the project's northern boundary. Landowner shall reimburse Roseville Electric for all installation costs in excess of \$75,000 concurrently with construction of the sub-phase B improvements.

3.B.13. Streetlights. Landowner shall be responsible for extending electrical facilities to serve traffic signals and streetlights within the Property. No

street shall be open to the public unless and until streetlights and the signal improvements for which Landowner is responsible pursuant to this Section 3.B. have been installed in accordance with the Highland Reserve North Specific Plan and applicable requirements of the Department of Public Works.

3.C. Community Facilities District and Financing.

3.C.1. Community Facilities District - Maintenance.

3.C.1.a. City and Landowner agree that City and Landowner will use their best efforts to cause to be formed, and Landowner waives any objection to the formation of, the Highland Reserve North Community Facilities District No. 1 (the "HRN CFD No. 1") pursuant to the provisions of this Section 3.C.1. and Section 53311 et seq. of the California Government Code. City and Landowner agree that the CFD shall include all the property shown on Exhibit B as Parcels 1A, 1B, 2, 3A, 3B, 4, 5, 6, 7, 8, 9A, 9B, 10, 20, 30, 31, 40, 41, 42A, 42B, 43, 44, 45A, 45B, 46A, 46B, 46C, 47A, 47B, and 47C.

3.C.1.b. The HRN CFD No. 1 shall serve the purpose of financing the maintenance of certain public improvements as set forth in Section 3.G. below.

3.C.2. Community Facilities District - Construction and/or Acquisition.

3.C.2.a. City and Landowner agree that, at Landowner's discretion, City and Landowner shall use their best efforts to cause to be formed one or more Community Facilities Districts in addition to HRN CFD No. 1 for which provision is made in Section 3.C.1. above. This District or Districts shall be formed pursuant to the provisions of this Section 3.C.2. and Section 53311 et seq. of the California Government Code.

3.C.2.b. The Community Facilities District or Districts formed pursuant to this Section 3.C.2. shall serve the purpose of financing, constructing and/or acquiring all or a portion of the public improvements enumerated in Section 3.B. above as well as Landowner's Funding Obligation towards construction of the Highway 65/Pleasant Grove Boulevard Interchange, for which provision is made in Section 3.H. The cost of the improvements enumerated in Section 3.B. is estimated to be approximately \$13,700,000..

3.C.2.c. City and Landowner agree that such financing, construction and/or acquisition by the District or Districts formed pursuant to Section 3.C.2. may, at Landowner's discretion, be implemented in multiple

phases in accordance with the provisions of Section 3.B. and as further described in the HRN Specific Plan.

3.C.2.d. City shall, with the consent of Landowner and to the extent permitted by law, use its best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section 3.C.2. The properties to be included in the District or Districts formed pursuant to Section 3.C.2. shall be assessed special taxes in a fair and proportionate manner in accordance with the Rate and Method of Apportionment of the Special Tax adopted by the City in the Resolution of Formation ("ROF") for the District or Districts.

3.C.2.e. Nothing in this Section 3.C.2. shall be construed to preclude the payment by an owner of any of the parcels included in the District or Districts formed pursuant to Section 3.C.2. of a cash amount equivalent to its proportionate share of infrastructure costs, or any portion thereof, prior to the issuance of bonds.

3.C.2.f. Landowner agrees that, concurrent with the formation of the District or Districts formed pursuant to Section 3.C.2., Landowner and City shall enter into a shortfall agreement providing for the financing of costs of the improvements specified in Section 3.B. hereof, in the event that the bonds issued by the District or Districts provide insufficient funding for the completion of the improvements for which CFD financing is being provided.

3.C.3. Fee Adjustments and Reimbursement.

3.C.3.a. City and Landowner agree that the Traffic Mitigation fee in effect for construction within the Highland Reserve North Specific Plan area includes substantial allocations for construction of certain road and bridge improvements within the Northeast Roseville Specific Plan ("NERSP") area, including, but not limited to, the Roseville Parkway and the Secret and Miner's Ravine Crossings. City agrees that in the event that development is permitted or entitlements are granted within the area shown as NERSP Urban Reserve on Exhibit K during a 15 year period following the effective date of this agreement, City shall use its best efforts to recalculate and adjust the Traffic Mitigation fees within one year of the approval of such development or entitlements to provide a pro-rata reduction based on the increased use of such NERSP facilities by trips originating or ending within the NERSP Urban Reserve for the property subject to this Agreement.

3.C.3.b. Landowner and City acknowledge that entitlements for a total of Seven Hundred Thirty Two (732) Dwelling Units have been "transferred" from Parcels 20, 21A and 21B in the North Central Roseville Specific Plan

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

3.C.3.c. City and Landowner agree that upon completion by Landowner and acceptance by City of the following improvements, Landowner shall, subject to the submittal of appropriate documentation relative to costs, be reimbursed as provided below:

i. City shall reimburse Landowner or Landowner's successors in interest, as appropriate, in an amount equal to 50% of the actual cost of the traffic signal improvements to be constructed at the intersection of Fairway Drive and Five Star Drive with development of the abutting parcels pursuant to Section 3.B.1.a.(iii), such reimbursement to be made out of the City's Traffic Mitigation Fee Fund.

ii. City shall reimburse Landowner or Landowner's successors in interest in an amount equal to 75% of the actual cost of the signal improvement to be constructed at the intersection to Highland Drive and Stanford Ranch Road pursuant to Section 3.B.2.a.(iv), such reimbursement to be made out of the City's Traffic Mitigation Fee Fund.

iii. City shall reimburse Landowner or Landowner's successors in interest in an amount equal to 50% of the actual cost of the Fairway Drive culvert crossing over watershed open space Parcels 71/72 to be constructed pursuant to Section 3.B.4.2.(ii), such reimbursement to be made out of the City's Traffic Mitigation Fee Fund.

iv. City shall reimburse Landowner or Landowner's successors in interest in an amount equal to 75% of the actual cost of the signal improvements to be constructed at the intersection of Fairway Drive and

Central Park pursuant to Section 3.B.4.a.(iii), such reimbursement to be made out of the City's Traffic Mitigation Fee Fund.

v. City shall reimburse Landowner or Landowner's successors in interest in an amount equal to 100% of the actual costs of the signal improvements to be constructed at the intersection of Pleasant Grove Boulevard and Fairway Drive pursuant to Section 3.B.6.a.(iii), such reimbursement to be made out of the City's Traffic Mitigation Fee Fund.

vi. City shall reimburse Landowner or Landowner's successors in interest in an amount equal to 100% of the actual costs of the signal improvements to be constructed at the intersection of Pleasant Grove Boulevard and Highland Drive pursuant to Section 3.B.8.a.(ii), such reimbursement to be made out of the City's Traffic Mitigation Fee Fund.

vii. City shall reimburse Landowner or Landowner's successors in interest in an amount equal to 75% of the actual costs of the signal improvements to be constructed at the intersection of Fairway Drive and the Highland Drive extension pursuant to Section 3.B.9.a.(ii), such reimbursement to be made out of the City's Traffic Mitigation Fee Fund.

viii. Landowner or Landowner's successors in interest shall be eligible for reimbursement from the NCR CFD No. 1 Pay-As-You-Go program for 100% of the actual costs of its constructing the Gibson Drive Waterline Extension pursuant to Section 3.B.1.c.(i). City agrees that if reimbursement cannot be made by the NCR CFD No. 1 because the Pay-As-You-Go program is discontinued through the electoral process, it will, to the extent it is permitted to do so by law, use its best efforts to enact a new fee in the NCRSP area south of Highway 65 for the purpose of reimbursing Landowner for the actual costs of constructing the Gibson Drive Waterline Extension.

3.C.4. Other Fees.

3.C.4.a. Landowner acknowledges and agrees that City will establish a tiered water system connection fee as approved by the City Council for the purpose of financing the water booster pump station set forth in Section 3.A.5. storage facilities, treatment facilities and transmission facilities required to meet the needs of the Property.

3.C.4.b. Landowner or its successors shall continue to pay the Fire Service Construction fee in an amount equivalent to the amount of tax set forth at Chapter 4.46 of the Roseville Municipal Code.

3.C.4.c. Landowner agrees that the Property shall be subject to the fees associated with Sewer Special Benefit Area No. 2 and its Level 2 surcharge, as such now exist or may hereafter be amended.

3.C.4.d. City will amend its current Traffic Mitigation Fee (Roseville Municipal Code Chapter 4.44) and the Pleasant Grove Watershed Drainage Mitigation Fee (the "PGWDMF") (Roseville Municipal Code 4.48) ordinances so as to apply to and include all of the Property. The cost for this update shall be born by the Landowner. City shall use its best efforts to complete these fee updates within one year of the execution of this Agreement. The City currently estimates that the fees when adopted will be approximately the same as those charged in the North Central Roseville Specific Plan Area. Upon adoption, Landowner agrees to pay such fees at the time of building permit issuance. Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit. Further, Landowner agrees, on behalf of itself, its assigns and successors in interest, that until such time as City amends the ordinances and fees to include the property, the provisions of the Traffic Mitigation Fee and Pleasant Grove Watershed Mitigation Ordinance (as the same now exist or may hereafter be amended) applicable to the previously entitled North Central Roseville Specific Plan Area shall apply to the property, and the Landowner shall pay such fees (hereinafter "Interim Fees") in the amounts and at the times specified in the ordinances. If the HRN fees when adopted exceed the Interim Fees, any excess amounts collected shall be applied to reduce the HRN Transportation Mitigation Fee or PGWDMF obligation.

3.C.4.e. Landowner agrees that the Property will be included in the assessment district formed pursuant to the Bizz Johnson Highway Interchange Joint Powers Authority (the "Highway 65 Joint Powers Authority" or "JPA") for the purposes of constructing interchanges at Harding Boulevard/Stanford Ranch Road, Pleasant Grove Boulevard, Blue Oaks Boulevard, and Sunset Boulevard. Landowner waives herewith any objection and consents to and will cooperate with City in the inclusion of Property within such district. Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit.

3.C.4.f. Landowner shall bear those costs of updating the Highway 65 Joint Powers Authority fee program to make the fee program applicable to the HRN Property. It is estimated that the updated fees, when adopted, will be approximately the same as those charged in the North Central Roseville Specific

Plan Area. Landowner agrees to pay such fees upon adoption, to the extent such fees are not offset by credits pursuant to Sections 3.C.3.b. and 3.H. Further, Landowner agrees, on behalf of itself, its assigns and successors in interest, that until such time as the Highway 65 Joint Powers Authority amends the resolution and fees to include the Property, the provisions of the JPA Fee (as the same now exists or may hereafter be amended) applicable to the previously entitled North Central Roseville Specific Plan Area shall apply to the Property, and the Landowner shall pay such fees (hereinafter "Interim JPA Fees") in the amounts and at the times specified in the resolution to the extent such fees are not offset by credits pursuant to Sections 3.C.3.b. and 3.H. If the Interim JPA Fees exceed the HRN JPA fees when adopted, any excess amounts collected or credited shall be applied to reduce the HRN JPA obligations.

3.D. Drainage Improvements.

3.D.1. NCRSP Detention Basin. Landowner and City acknowledge that the HRN Specific Plan area is part of a drainage shed which includes a total of 995.4 undeveloped acres consisting of 615.08 HRN acres and 380.32 acres of fully entitled NCRSP property south of Highway 65, as more fully described in and shown on Exhibit J attached hereto and incorporated herein by reference. Landowner and City agree that Landowner shall construct a detention basin with a capacity of 8.5 acre feet to be located at the southern end of Parcel 42 adjacent to watershed open space Parcel 73 upon the earlier of the following: a) issuance of the first building permit on any HRN parcel west of Pleasant Grove Boulevard; (b) five years from the issuance of a building permit on any HRN Specific Plan area parcel; or (c) fifty percent (50%) buildout of the contributing watershed area (estimated to be 500 acres), as determined by the City. In the alternative, Landowner may, with City's written consent, cause the construction of detention capacity at an alternative site sufficient in size and configuration to address the detention and attenuation requirements that would otherwise be served by the Parcel 42 basin. As used in this Section 3.D.1., "approved for development" means final City action on applications for development permits or other approvals for use of the Property in accordance with the Schematic Development Plan and this Agreement. The cost of constructing the Parcel 42 detention facility or a comparable alternative, estimated to be \$325,000, is included in the NCRSP infrastructure costs to be financed by the North Central Roseville Community Facilities District Number 1 ("NCR CFD No. 1") Pay-As-You-Go Program as described in the NCR CFD No. 1 Revised Rate and Method. The Fourth 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 adopted by the Roseville City Council February 5, 1996 (the "RPIP Development Agreement") obligates RPIP to construct or cause to be constructed the Parcel 42 detention facility (referred to in the RPIP Development Agreement as the Parcel 101 Detention Basin). In addition, the Second Amendment to the Supplemental

Development Agreement adopted by the Roseville City Council January 3, 1996 provides that the City shall not be required to approve or issue any building permit for a structure upon NCRSP Parcels 42 or 43 unless and until the owner of such parcel has either a) completed construction of the Parcel 101 Detention Basin or b) posted security, in an amount and in a form satisfactory to City, sufficient to ensure completion of the detention facility prior to the issuance of the first Certificate of Occupancy for any structure to be located on either parcel. Where the City, based on a determination by the City Engineer that the HRN Parcel 42 detention facility is preferred to an offsite alternative, authorizes an owner of property subject to the RPIP Development Agreement or the Second Amendment to the Supplemental Development Agreement to proceed with construction of the HRN Parcel 42 detention facility, Landowner agrees to provide such owner with a right of entry for the purpose of constructing the facility and, upon completion of the facility and acceptance by the City, to dedicate, convey or grant the 3.75 acre, more or less, detention facility site to the City. The RPIP Development Agreement and the Second Amendment to the Supplemental Development Agreement notwithstanding, to the extent that Landowner seeks development approvals for HRN acreage that would trigger the detention requirements pursuant to this Section 3.D.1. and to the extent that such requirements have not been satisfied pursuant to the provisions of the RPIP Development Agreement or the Second Amendment to the Supplemental Development Agreement, construction of the Parcel 42 basin or a comparable alternative shall be the obligation of Landowner, subject to reimbursement in the amount of \$325,000 from the NCR CFD No. 1 Pay-As-You-Go Program. Landowner shall be responsible for all costs in excess of \$325,000 and for providing the Parcel 42 detention facility site, which shall be conveyed to City upon completion of the facility by Landowner and acceptance by City. City agrees that if reimbursement cannot be made by the NCR CFD No. 1 because the Pay-As-You-Go program is discontinued through the electoral process, it will, to the extent it is permitted to do so by law, use its best efforts to enact a new fee in the previously entitled NCRSP area for the purpose of reimbursing Landowner such \$325,000 or whatever portion of such \$325,000 as remains unreimbursed upon such discontinuance.

3.E. Park Improvements. The Highland Reserve North Specific Plan calls for the construction of three Neighborhood Parks, to be developed on Park Parcels 50, 51 and 53, and a combined Neighborhood/City-wide Park to be developed on Park Parcel 52 ("Central Park"). The Neighborhood Parks shall be funded out of Neighborhood Development of Park Fees collected in the HRN Specific Plan Area, as set forth below. Development of Central Park shall be funded out of a combination of City-wide and Neighborhood Park Fees collected in the HRN Specific Plan Area, as set forth below.

3.E.1. Park Phasing.

3.E.1.a. Neighborhood Park. In order to provide for the construction of neighborhood park facilities in advance of the availability of

neighborhood park fee revenues, Landowner or Landowner's successors in interest shall provide to City, upon the issuance of the first Building Permit in HRN sub-phase B, the amount of \$250,000, and City shall apply that amount toward the construction of the Neighborhood Park on Parcel 50. Such amount will be credited against the HRN Neighborhood Park Fee as set forth below.

3.E.1.b. Central Park. The first \$500,000 of Neighborhood and City-wide Park Fees collected by the City within the HRN Specific Plan Area shall be applied to fund the Central Park Phase I improvements as shown, in the Central Park Phasing Plan, attached hereto as Exhibit L, approximately as follows:

- i. Approximately eight acres of grading;
- ii. Approximately eight acres of turf and irrigation;
- iii. A baseball backstop;
- iv. Promenade improvements, including but not limited to a stabilized, decomposed granite pathway and associated landscaping, including trees; and
- v. Approximately one acre of temporary paved parking.

3.E.2. Park Funding.

3.E.2.a. Neighborhood Park Fees. The estimated total cost of developing the neighborhood park component of the HRN parks program is \$2,349,778. The per-unit Neighborhood Park Fee required to produce that amount of funding is:

- i. Single Family (Low/Medium Density) Residential - \$1,456;
- ii. Multi-Family (High Density) Residential - \$971.

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

- i. Single Family (Low/Medium Density) Residential - \$418;

- ii. Multi-Family (High Density) Residential - \$279.

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

- i. Single Family (Low/Medium Density) Residential - \$1,038;
- ii. Multi Family (High Density/Residential) - \$692.

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

3.E.3. City-Wide Park. The City-wide Park Fees collected within the HRN Specific Plan Area pursuant to Chapter 4.38 of the Roseville Municipal Code are anticipated to be sufficient to fully fund the City-wide component of the Central Park, and City shall dedicate such fees exclusively for such purpose.

3.E.4. Pooled Unit Transfer Fee. The City's approval of the residential land use component of the HRN Specific Plan makes use of pooled units available for transfer into urban reserve and other areas. In acknowledgment that these pooled units have unmet Neighborhood Park Fee obligations, Landowner or Landowner's successors in interest shall pay, at issuance of a building permit for each residential unit, a per-unit transfer fee of \$400. This fee will be adjusted annually for inflation in the same manner as the Capital Improvement Program is adjusted.

3.F. School Sites and Construction Assistance

3.F.1. Purchase of Elementary School Site. Landowner shall enter into an option to purchase with the Roseville City School District (the "District"), or some entity designated by District as purchaser, for the purchase of an 10.0-acre, more or less, site shown as Parcel 60 on the Schematic Development Plan, for use as an elementary school site.

3.F.2. Elementary and High School Impact Fee. Landowner shall pay to the Elementary and High School Districts, at the time of building permit issuance, an HRN school impact fee for each residential unit or square foot of non-residential development, in an amount to be agreed between the Districts and Landowner.

3.F.3. Frontage Improvements. It is understood that the frontage improvements (including pavement, curb, gutter, utilities and street lights) which are adjacent to Parcel 60 are included in the improvements to be financed, constructed or acquired by Landowner or Landowner's successors in interest either directly or indirectly through the HRN CFD or similar financing mechanism. The financing and construction of the landscape corridor improvements (including landscaping, irrigation and sidewalk) shall be the responsibility of the District and the costs of such improvements are to be included in the construction costs to be funded by the school impact fee for which provision is made in Section 3.F.2.

3.G. Maintenance of Public Improvements.

3.G.1. Community Facilities District. No building permits shall be issued in the HRN Specific Plan area until the HRN CFD No. 1 has been formed pursuant to Section 3.C.1. Landowner consents to the levy of such special taxes in the amount required to maintain landscaping of the scenic corridors as shown on Exhibit D, and to perform such other obligations as are described in Section 3.G.2. Nothing in this Section 3.G.1. shall be construed as an agreement to any specific allocation of a special tax burden or benefit from the Community Facilities District to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest the first such allocation. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City or the Roseville City School District shall be excluded from, and shall not be levied or assessed any special tax to imposed by the Community Facilities District, to the extent permitted by law.

3.G.2. Obligations. The Community Facilities District formed pursuant to Section 3.C.1. shall:

3.G.2.a. provide a mechanism for the perpetual maintenance of the scenic corridor (including the landscape corridors adjacent to the low and medium density residential parcels and the medians) contiguous to and within the right-of-way of Stanford Ranch Road, Pleasant Grove Boulevard, Fairway Drive, Central Park Drive and Highland Drive, all as described in the Highland Reserve North Specific Plan as such Plan provides on the effective date of this Agreement;

3.G.2.b. maintain turf, landscaping and irrigation on Parcels 50, 51 and 53 of the HRN Specific Plan Area, provided that the total annual cost to the

District of such maintenance shall not exceed \$225,000 in the first full year following formation of the District and provided this annual cost limit amount shall be increased annually by the same percentage increase as the increase in the Cost of Living All Cities Index as issued by the United States Department of Labor using the week in which January 1, 1998 falls as base 100;

3.G.2.c. maintain the detention basin described in Section 3.D.1. if constructed within the City of Roseville;

3.G.2.d. maintain the Promenade east of the Village Court, Central Park Plaza and School Plaza all as described in the Community Form and Design Guidelines attached as Appendix A to the Highland Reserve North Specific Plan;

3.G.2.e. conduct, manage and finance the mitigation monitoring, and the annual review thereof, as required pursuant to the Highland Reserve North Mitigation Monitoring Plan, as such Plan reads on the effective date of this Agreement.

3.G.2.f. maintain the street trees in the five-foot (5') setback strip described in Section 2.C.3.

3.G.3. Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or Maintenance Easements to the Community Facilities District, Landowner or City or their agents, successors, and assigns to perform the maintenance obligations described in Section 3.G.1., for the purpose of entry onto Landowner's or City property (including streets, easements and rights-of-way) to perform such maintenance obligations.

3.G.4. Landscape Design Guidelines. Any and all scenic corridor landscaping shall be installed and maintained pursuant to the Landscape Design Guidelines, attached as Exhibit B to the Highland Reserve North Specific Plan

3.H. Pleasant Grove Interchange. In addition to Landowner's obligation to include the Property in the Highway 65 Joint Powers Authority Assessment District pursuant to Section 3.C.4.e., Landowner shall provide Two Million Five Hundred Thousand Dollars (\$2,500,000.00) toward the construction of the Highway 65/Pleasant Grove Boulevard Interchange (the "Interchange Funding Obligation") in the following manner:

3.H.1 Initial Design and Study Costs. The actual costs incurred and paid by landowner prior to the execution of this Agreement for the Environmental and Design Documents, and Project Study Report for the interchange shall be credited against

Landowner's Interchange Funding Obligation and against the JPA fees then in effect pursuant to Sections 3.C.4.e. and f. on a per EDU basis until such credits are exhausted.

3.H.2. Construction Costs. Landowner's remaining Interchange Funding Obligation may be met by alternative methods, as set forth below.

3.H.2.a. If, on or about January 1, 1998 the City receives approximately Three Million Five Hundred Thousand Dollars (\$3,500,000) from the Bizz Johnson Highway 65 Interchange Joint Powers Authority for the purpose of partially funding the construction of the Pleasant Grove Interchange, and provided that the City has provided for the complete financing of the remaining costs of the Pleasant Grove Interchange, then:

i. City shall, as soon as is practicable, commence the production, at City's expense, of Construction Drawings for the Interchange;

ii. Those properties located within the Highland Reserve North Specific Plan Area which obtain Building Permits prior to June 1, 1999 shall pay the JPA fee then in effect, pursuant to Sections 3.C.4.e. and f. to the extent such fees are not offset by credits pursuant to Section 3.C.2.b. and 3.H.1. Those properties which obtain Building Permits after June 1, 1999 shall receive a pro rata credit against their JPA fee as set forth in Section 3.H.3. in recognition of Landowner's advance payment of such obligation, provided, that such credit shall first have been approved by the JPA.

iii. On June 1, 1999 Landowner shall submit to the City a letter of credit in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) minus those costs actually paid by Landowner and verified by the City for the Environmental and Design Documents, and Project Study Report, and the total amount of JPA fees collected by the City from properties located in the Highland Reserve North Specific Plan Area prior to June 1, 1999 (the "Letter of Credit"). Such Letter of Credit shall serve the purpose of securing Landowner's Interchange Funding Obligation set forth below. The Letter of Credit shall be in the form as approved by the City Attorney and meeting the following criteria:

a. The Letter of Credit must be a true irrevocable "Standby Letter of Credit," with an "evergreen clause".

b. The Letter of Credit must state on its face that it is a "clean" letter of credit (i.e., no documents will be required to draw on the letter of credit, other than the Demand described below) and not a documentary letter of credit.

c. The Letter of Credit must state on its face that is "irrevocable", regardless of whether or not it is subject to the Uniform Customs and Practice for Documentary Credits ("U.C.P.") promulgated by the International Chamber of Commerce on Banking Technique & Practice pursuant to UCC Section 5-106(2).

d. The Letter of Credit must be a "payment credit", obligating the issuer to honor the demand described below on sight. The Letter of Credit must provide that the funds will be paid to the City upon presentation to the issuer of a demand consisting of a letter (the "Demand") from the City Manager or other authorized official of the City stating that the account party (the Landowner) is in default of its obligations to the City secured by the Letter of Credit.

e. The Letter of Credit must be either issued by and presentable to a bank located within Roseville or presentable to a "confirming" bank within Roseville.

f. The Letter of Credit may not incorporate the terms of this underlying Agreement, although it may refer to those sections of this Agreement containing Landowner's Interchange Funding Obligation.

g. The Letter of Credit shall include a term that the City shall recover its reasonable attorney's fees from the issuer if City prevails in any action based upon issuer's dishonor of the Letter of Credit.

Any failure to maintain a Letter of Credit as required by this section shall be deemed to be a material breach of this Agreement.

iv. On January 1, 2000 Landowner shall pay to City an amount equal to Two Million Five Hundred Thousand Dollars (\$2,500,000) minus those costs actually paid by Landowner and verified by City for the Environmental and Design Documents, and Project Study Report, and the total amount of JPA Fees collected by the City from

properties located in the Highland Reserve North Specific Plan Area prior to June 1, 1999. Upon payment to the City pursuant to this Section 3.H.2.a.iv., the Letter of Credit shall be null and void and shall be relinquished by the City to Landowner.

3.H.2.b. If the Three Million Five Hundred Thousand Dollars (\$3,500,000) from the JPA mentioned in Section 3.H.2.a. does not become available to the City on or about January 1, 1998, and provided that the City has provided for the complete financing of the remaining costs of the Pleasant Grove Interchange, then:

i. All properties located within the Highland Reserve North Specific Plan Area which obtain Building Permits prior to January 1, 2000 shall pay the JPA fee then in effect, pursuant to Section 3.C.4.e. and f. to the extent such fees are not offset by credits pursuant to Sections 3.C.3.b., 3.H.1., and 3.H.2.b.ii.;

ii. On January 1, 1999, Landowner shall pay to City the amount of Six Hundred Thousand Dollars (\$600,000) which City shall use to fund the production of the Construction Drawings for the Interchange and which amount shall be credited against the JPA Fees then in effect pursuant to Sections 3.C.4.e. and f. on a per EDU basis until such credits are exhausted.

iii. On January 1, 2000, Landowner shall pay to the City the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) minus those costs and fees actually paid by Landowner and verified by the City, pursuant to Sections 3.H.1., 3.H.2.b.i., and 3.H.2.b.ii.

iv. Landowner's failure or refusal to make any of the payments set forth in this Section in the manner and at the times set forth herein shall constitute a material breach of this Agreement.

3.H.3. All payments made by Landowner toward design and construction of the Pleasant Grove Interchange pursuant to this Section 3.H. up to \$2,000,000 shall be credited towards JPA Fees then in effect pursuant to Sections 3.C.4.e. and f. on a per EDU basis. Landowner shall be entitled to reimbursement of the amount by which its payments toward the construction of the Pleasant Grove Interchange pursuant to this Section 3.H. exceed the HRN area's JPA Fee obligation to the Bizz Johnson Highway Interchange Joint Powers Authority, as determined by the City, provided that the amount of the reimbursement shall in no event be less than \$500,000. Reimbursement will be made in accordance with an agreement between the JPA participants for the funding of

the Blue Oaks, Pleasant Grove and Sunset Interchanges. Such agreement shall provide for reimbursement of Landowner in the amounts, provided herein.

3.I. Light Rail Funding. Landowner consents and agrees that the Project shall participate in its fair share of a city-wide funding mechanism for the extension and operating costs of a Light Rail system into the City. Nothing in this Section 3.I. shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels, or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit.

3.J. Transportation System Management. Landowner and its successors shall comply with the City's Transportation Systems Management ordinance.

3.K. Fire Station Access Reimbursement. Landowner shall reimburse the City for the actual costs incurred by City (up to a maximum of Sixteen Thousand Dollars (\$16,000)) in constructing access improvements to the fire station site on Parcel 65 in the North Central Roseville Specific Plan area. Such reimbursement shall be made by Landowner no later than sixty (60) days after presentation by City of written evidence of its having incurred such expense.

3.L. Applications for Permits and Entitlements.

3.L.1. Action by City. City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other approvals for use of the Property in accordance with the Schematic Development Plan and this Agreement, and shall act upon such applications in a timely manner.

3.L.2. Information and Scheduling. City shall inform Landowner, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance and review said application and schedule the application for review by the appropriate authority in a timely manner.

3.M. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

3.N. Limited Waiver of Protest Rights. In conjunction with any proceedings creating an assessment district or other applicable financing mechanism for which provision is made in this Agreement, Landowner waives herewith any right to protest which it may have under Section 2825 of the Streets and Highways Code to the extent that such protest would arise under Sections 2825(a) through 2825(f) and Section 2825(h); but expressly retains the right of protest with respect to Section 2825(g).

3.O. Moratorium, Quotas, Restrictions or Other Limitations. In the event that City, pursuant to its authority to protect the public health, safety or welfare, enacts a policy, ordinance, resolution or other measure limiting development, City shall treat and consider the Property no less favorably than any other property subject to a Development Agreement or other fully vested entitlement to use and shall process and issue permits and approve maps for all such similarly situated property in a uniform, equitable and proportionate manner. City agrees that during the effective period of such moratorium, quota, restriction or other limitation, City shall grant no new entitlements or vested rights for development nor shall City approve any tentative map, use permit or building permit for property not previously entitled thereto. Nothing in the foregoing shall be deemed to preclude the imposition of a limitation by City on a particular type of development when such limitation is based upon an adverse impact to public health, safety or welfare specifically related to that type of development and where all development within the City creating such an adverse impact is uniformly subject to the limitation.

3.P. Essence of Agreement. The foregoing agreements are of the essence of the Development Agreement.

SECTION 4. DEFAULT, REMEDIES, TERMINATION.

4.A. General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30)-day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of the City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City

Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normal scheduled periodic review, said party may give written notice of termination of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the City may terminate or modify this Agreement.

4.B. No Building Permit if Default. No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns or controls any property subject to this Agreement, and if such applicant or any entity or person controlling such applicant is in default of the terms and conditions of this Agreement. Landowner shall cause to be placed in covenants, conditions and restrictions applicable to the Property, or in any ground lease or conveyance thereof, express provision for the property owner, lessee or City acting separately or jointly to enforce the provisions of this Agreement and to recover attorney's fees and costs for such enforcement.

4.C. Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement and with any obligations of Landowner as set forth in the Mitigation monitoring section of Section 8.5. of the Plan. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Nothing in this Section 4.C. with respect to the concurrent review of compliance under this Agreement and of performance with respect to Section 8.5. of the Plan shall be deemed to create a duty or responsibility of City or Landowner or define an event of default that but for such concurrent review would not have been so created or defined. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in amendment or termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review.

Upon not less than thirty (30) days written notice by the Planning Director of City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement and with the mitigation monitoring requirements enumerated in Section 8.5. of the Plan. The costs incurred by City for the annual review conducted by City pursuant to this Section 4.C. shall be borne by Landowner.

In the same manner prescribed in Section 1.D., the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and mitigation monitoring, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission.

If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

4.D. Default by City. In the event City does not accept, review, approve or issue necessary development permits or entitlements for use under the terms of this Agreement, City agrees that Landowner shall not be obligated to proceed with or complete the improvements required under this Agreement, or any phase thereof, nor shall resulting delays in Landowner performance constitute grounds or termination or cancellation of this Agreement. Nothing in this Section 4.D. shall be deemed a waiver of any remedy otherwise available to City or Landowner.

4.E. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

4.F. Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.

4.G. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

SECTION 5. HOLD HARMLESS AGREEMENT.

Landowner and its heirs, successors-in-interest and assigns hereby agree to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Landowner, or Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner or any of Landowner's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation shall not apply to any liability for damages or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by the City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement (exclusive of any such actions brought by Landowner, its heirs, successors-in-interest or assigns).

SECTION 6. PROJECT AS A PRIVATE UNDERTAKING.

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

SECTION 7. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

SECTION 8. GENERAL.

8.A. Enforceability. The City agrees that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City or by initiative which changes, alters or amends the rules, regulations and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866.

8.B. City Finding. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

8.C. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

8.D. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

8.E. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

SECTION 9. CONSTRUCTION.

This Agreement shall be subject to and construed in accordance and harmony with the Roseville Municipal Code, as it may be amended, provided, that such amendments do not affect the rights granted to the parties by this Agreement.

SECTION 10. NOTICES.

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

Planning Director
City of Roseville
316 Vernon Street, Room 104
Roseville, California 95678

Notice required to be given to the Landowner shall be addressed as follows:

Highland Reserve North L.P.
2240 Douglas Boulevard, Suite 120
Roseville, California 95661
Attn: Stephen Thurtle

Richland Ventures, Inc.
c/o Richland Properties
One Urban Centre
4830 W. Kennedy Boulevard, Suite 740
Tampa, Florida 33609-2552
Attn: Jack Bray

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

SECTION 11. FORM OF AGREEMENT; EXHIBITS.

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of 38 pages and 10 exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:


- Exhibit A -- Property Description:
 - A-1 Legal Descriptions of the Highland Reserve North Property
 - A-2 Diagrams of the Highland Reserve North Property
- Exhibit B -- Schematic Development Plan

- Exhibit C -- Table of Land Uses
- Exhibit D -- HRN Scenic Corridors
- Exhibit E -- HRN Circulation Improvements
- Exhibit F -- HRN Water Line Improvements
- Exhibit G -- HRN Sewer Line Improvements
- Exhibit H -- HRN Electric Transmission Line Improvements
- Exhibit I -- HRN Storm Drain Line Improvements
- Exhibit J -- Undeveloped Property in Drainage Shed
- Exhibit K -- NERSP Urban Reserve Area
- Exhibit L -- Central Park Phasing Plan

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 3109, adopted by the Council of the City of Roseville on the 23rd day of June, 19 97, and Landowner has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

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

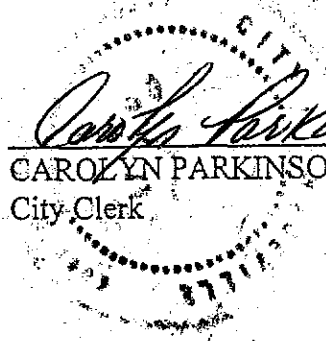



ALLEN E. JOHNSON
City Manager

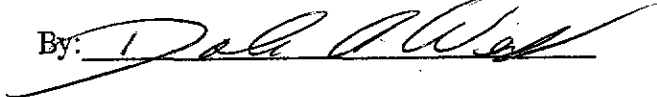
By Richland Norcal, Ltd., a Florida Limited
Partnership, General Partner

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

ATTEST:

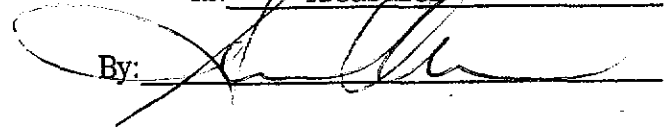



CAROLYN PARKINSON
City Clerk

By: 


Name: Dale A. West

Its: Treasurer

By: 

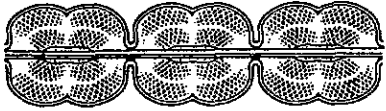
Name: Samuel K. Ross
Its: Vice President

APPROVED AS TO FORM:

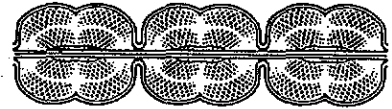


MARK J. DOANE
City Attorney

CALIFORNIA



ALL-PURPOSE



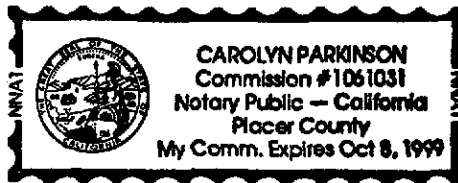
ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On Sep 22, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared, Allen E. Johnson personally known to me (or proved to me 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 Parkinson
Notary Public Signature



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

Title or Type of Document Development Agreement
Highland Reserve North L.P.
Date of Document 9.19.97

2025 SEP 20 10 16 AM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of Florida

County of Hillsborough

On June 6, 1997 before me, Dale A. West, Treasurer
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Dale A. West
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.

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

TITLE(S)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)



WITNESS my hand and official seal.

Michelle M. Hacek

SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of Florida

County of Hillsborough

On June 6, 1997 Before me, Samuel K. Ross Vice President
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Samuel K. Ross
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.

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

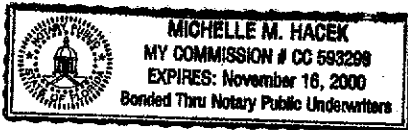
- INDIVIDUAL
- CORPORATE OFFICER(S)

TITLE(S)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)



WITNESS my hand and official seal.

Michelle M. Hacek

SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF OCCUMENT _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 1A
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 89°27'57" East a distance of 2510.26 feet from North West corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South 89°29'43" West a distance of 790.00 feet; thence South 00°30'17" East a distance of 933.66 feet; to a curve which tangent bears North 76°04'22" East; thence along said curve to the right having a radius of 500.00 feet through a central angle of 13°25'21" with an arc length of 117.13 feet; subtended by a chord which bears North 82°47'03" East for a distance of 116.87 feet; thence North 89°29'43" East a distance of 673.93 feet; thence North 00°30'17" West a distance of 920.00 feet to the **POINT OF BEGINNING**.

Containing 16.70 acres of land, more or less.

END OF DESCRIPTION.

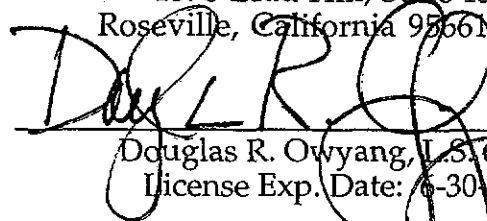
DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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



Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97

Date: June 16, 1997



**EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 1B
PROPERTY DESCRIPTION**

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

Beginning at a point bearing North 89°27'57" East a distance of 2510.26 feet from the North West corner of said Lot 101; thence from **TRUE POINT OF BEGINNING** North 89°28'45" East a distance of 1164.00 feet; thence South 00°30'17" East a distance of 920.33 feet; thence South 89°29'43" West a distance of 410.00 feet; thence North 00°30'17" West a distance of 233.03 feet; thence South 89°29'43" West a distance of 344.00 feet; thence South 00°30'17" East a distance of 233.03 feet; thence South 89°29'43" West a distance of 410.00 feet; thence North 00°30'17" West a distance of 920.00 feet to the **POINT OF BEGINNING**.

Containing 22.75 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1576 Lead Hill, Suite 150
Roseville, California 95661-2944

D. R. O.
Douglas R. Owyang, P.S. 6046
License Exp. Date: 6-30-97

Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 2
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 89°28'12" East a distance of 3674.26 feet from Northwest corner of said Lot 101; thence from the TRUE POINT OF BEGINNING North 89°27'43" East a distance of 1597.29 feet; to a curve which tangent bears South 09°46'42" West; thence along said curve to the right having a radius of 1700.00 feet through a central angle of 30°07'03" with an arc length of 893.61 feet; subtended by a chord which bears South 24°50'14" West for a distance of 883.35 feet; thence South 39°53'45" West a distance of 527.32 feet; thence North 50°06'15" West a distance of 245.97 feet; to a curve to the left having a radius of 500.00 feet through a central angle of 40°24'02" with an arc length of 352.56 feet; subtended by a chord which bears North 70°18'16" West for a distance of 345.30 feet; thence South 89°29'43" West a distance of 366.06 feet; thence North 00°30'17" West a distance of 920.33 feet to the POINT OF BEGINNING.

Containing 31.77 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1776 Lead Hill, Suite 150
Roseville, California 95661-2944

D. R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97

Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 3A
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 50°43'35" West a distance of 1794.89 feet from North West corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** North 49°44'17" East a distance of 178.38 feet; to a curve to the right having a radius of 500.00 feet through a central angle of 39°45'27" with an arc length of 346.95 feet; subtended by a chord which bears North 69°37'00" East for a distance of 340.03 feet; thence North 89°29'43" East a distance of 404.93 feet; thence South 00°30'17" East a distance of 317.19 feet; to a curve to the right having a radius of 450.00 feet through a central angle of 30°36'34" with an arc length of 240.41 feet; subtended by a chord which bears South 14°48'00" West for a distance of 237.56 feet; thence South 30°06'17" West a distance of 201.96 feet; thence North 59°53'43" West a distance of 458.56 feet; to a curve to the right having a radius of 1162.00 feet through a central angle of 19°38'00" with an arc length of 398.18 feet; subtended by a chord which bears North 50°04'43" West for a distance of 396.23 feet to the **POINT OF BEGINNING**.

Containing 9.41 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1375 Lead Hill, Suite 150
Roseville, California 95661-2944

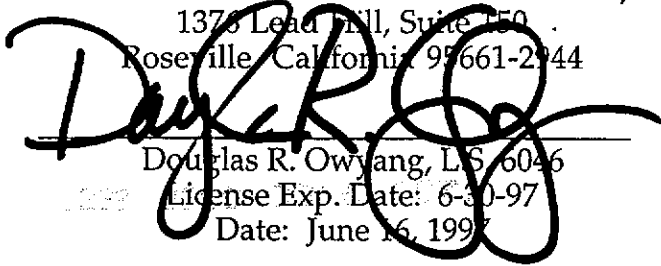

Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 3B
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 68°12'56" West a distance of 2422.24 feet from North West corner of said Lot 101 thence from the **TRUE POINT OF BEGINNING** North 89°29'43" East a distance of 679.00 feet; thence South 00°30'17" East a distance of 365.28 feet; thence North 89°29'43" East a distance of 172.00 feet; thence North 00°30'17" West a distance of 711.46 feet; thence South 89°29'43" West a distance of 150.50 feet; to a curve to the right having a radius of 962.00 feet through a central angle of 30°36'34" with an arc length of 513.93 feet; subtended by a chord which bears North 75°12'00" West for a distance of 507.84 feet; thence North 59°53'43" West a distance of 437.11 feet; thence North 30°06'17" East a distance of 201.96 feet; to a curve to the left having a radius of 450.00 feet through a central angle of 30°36'34" with an arc length of 240.41 feet; subtended by a chord which bears North 14°48'00" East for a distance of 237.56 feet; thence North 00°30'17" West a distance of 317.19 feet to the **POINT OF BEGINNING**.

Containing 18.90 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

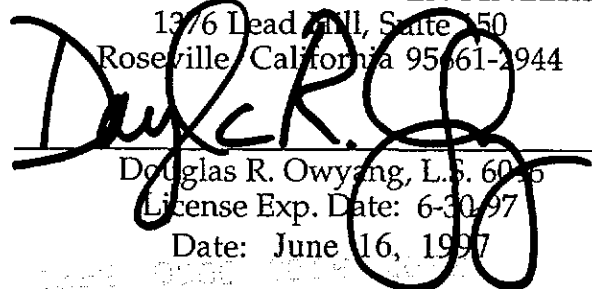

Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 4
PROPERTY DESCRIPTION

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

Beginning at a point bearing South 74°47'09" East a distance of 3391.07 feet from the Northwest corner of said Lot 101; thence from the TRUE POINT OF BEGINNING North 89°29'43" East a distance of 776.06 feet; to a curve to the right having a radius of 500.00 feet through a central angle of 40°24'02" with an arc length of 352.56 feet; subtended by a chord which bears South 70°18'16" East for a distance of 345.30 feet; thence South 50°06'15" East a distance of 245.97 feet; thence South 39°53'45" West a distance of 154.07 feet; to a curve to the left having a radius of 7050.00 feet through a central angle of 05°39'17" with an arc length of 695.79 feet; subtended by a chord which bears South 37°04'07" West for a distance of 695.51 feet; thence South 37°17'44" West a distance of 151.87 feet; thence South 33°07'19" West a distance of 154.30 feet; to a curve to the right having a radius of 62.01 feet through a central angle of 86°44'49" with an arc length of 93.88 feet; subtended by a chord which bears South 76°29'44" West for a distance of 85.17 feet; to a curve to the left having a radius of 936.50 feet through a central angle of 21°59'59" with an arc length of 359.58 feet; subtended by a chord which bears North 71°07'51" West for a distance of 357.38 feet; thence North 82°34'58" West a distance of 70.10 feet; to a curve to the left having a radius of 1038.00 feet through a central angle of 07°55'19" with an arc length of 143.52 feet; subtended by a chord which bears North 86°32'37" West for a distance of 143.40 feet; thence South 89°29'43" West a distance of 124.32 feet; thence North 00°30'17" West a distance of 711.46 feet; thence North 89°29'43" East a distance of 172.00 feet; thence North 00°30'17" West a distance of 365.28 feet to the POINT OF BEGINNING.

Containing 28.54 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1776 Lead Hill, Suite 1150
Roseville, California 95661-2944

Doug R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 5
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 64°00'47" West a distance of 1292.63 feet from the Northeast corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South 25°59'13" West a distance of 680.00 feet; thence North 64°00'47" West a distance of 534.35 feet; thence South 25°59'13" West a distance of 27.00 feet; thence North 64°00'47" West a distance of 391.41 feet; to a curve which tangent bears North 26°34'45" East; thence along said curve to the left having a radius of 1800.00 feet through a central angle of 17°22'47" with an arc length of 546.00 feet; subtended by a chord which bears North 17°53'22" East for a distance of 543.91 feet; thence North 89°27'43" East a distance of 377.34 feet; thence South 64°00'47" East a distance of 664.76 feet to the **POINT OF BEGINNING**.

Containing 14.64 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

Dag R. Owyang
Douglas R. Owyang, L.S. #6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 6
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 66°16'36" East a distance of 1393.02 feet from Northeast corner of said Lot 101; thence from the TRUE POINT OF BEGINNING South 25°59'13" West a distance of 714.01 feet; thence North 64°00'47" West a distance of 592.25 feet; to a curve to the right having a radius of 1980.00 feet through a central angle of 08°34'05" with an arc length of 296.09 feet; subtended by a chord which bears North 59°43'45" West for a distance of 295.82 feet; thence North 39°53'45" East a distance of 399.45 feet; thence North 04°30'21" East a distance of 368.55 feet; thence North 25°59'13" East a distance of 343.79 feet; thence South 64°00'47" East a distance of 676.18 feet; thence South 25°59'13" West a distance of 132.57 feet; to a curve to the left having a radius of 250.00 feet through a central angle of 90°00'00" with an arc length of 392.70 feet; subtended by a chord which bears South 19°00'47" East for a distance of 353.55 feet to the POINT OF BEGINNING.

Containing 20.05 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Lead Hill Lane 150
Roseville, California 95661-2944

D. R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 7
PROPERTY DESCRIPTION

Beginning at a point bearing North 16°35'04" East a distance of 612.82 feet from the Northeast corner of Lot 101; thence from the TRUE POINT OF BEGINNING to a curve which tangent bears South 07°56'03" West; thence along said curve to the left having a radius of 1856.00 feet through a central angle of 18°32'07" with an arc length of 600.42 feet; subtended by a chord which bears South 01° 20'00" East for a distance of 597.81 feet; to a curve to the right having a radius of 31.00 feet through a central angle of 88°12'30" with an arc length of 47.73 feet; subtended by a chord which bears South 33°30'11" West for a distance of 43.15 feet; thence South 77°36'26" West a distance of 128.92 feet; to a curve to the left having a radius of 28.00 feet through a central angle of 19°58'42" with an arc length of 9.76 feet; subtended by a chord which bears South 67°37'05" West for a distance of 9.71 feet; to a curve to the right having a radius of 100.00 feet through a central angle of 17°42'45" with an arc length of 30.91 feet; subtended by a chord which bears South 66°29'06" West for a distance of 30.79 feet; to a curve to the right having a radius of 480.00 feet through a central angle of 13°39'09" with an arc length of 114.37 feet; subtended by a chord which bears South 82°10'03" West for a distance of 114.10 feet; thence South 88°59'37" West a distance of 818.65 feet; to a curve to the right having a radius of 480.00 feet through a central angle of 26°59'35" with an arc length of 226.14 feet; subtended by a chord which bears North 77°30'35" West for a distance of 224.05 feet; thence North 64°00'47" West a distance of 100.00 feet; thence North 25°59'13" East a distance of 714.01 feet; to a curve which tangent bears South 64°00'47" East; thence along said curve to the left having a radius of 250.00 feet through a central angle of 90°00'00" with an arc length of 392.70 feet; subtended by a chord which bears North 70°59'13" East for a distance of 353.55 feet; thence North 25°59'13" East a distance of 132.57 feet; thence South 64°00'47" East a distance of 440.12 feet; to a curve to the left having a radius of 500.00 feet through a central angle of 18°03'09" with an arc length of 157.54 feet; subtended by a chord which bears South 73°02'22" East for a distance of 156.89 feet; thence South 82°03'57" East a distance of 163.93 feet to POINT OF BEGINNING.

Containing 22.27 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:
MACRAY & SOMPS CIVIL ENGINEERS, INC.

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

Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 8
PROPERTY DESCRIPTION

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

Beginning at a point the Northeast corner of said Lot 101; thence from the TRUE POINT OF BEGINNING South 21°15'58" West a distance of 182.80 feet; to a curve to the left having a radius of 1856.00 feet through a central angle of 13°19'55" with an arc length of 431.86 feet; subtended by a chord which bears South 14°36'01" West for a distance of 430.89 feet; thence North 82°03'57" West a distance of 163.93 feet; to a curve to the right having a radius of 500.00 feet through a central angle of 18° 03'09" with an arc length of 157.54 feet; subtended by a chord which bears North 73° 02'22" West for a distance of 156.89 feet; thence North 64°00'47" West a distance of 1081.94 feet; thence North 25°59'13" East a distance of 680.00 feet; thence South 64° 00'47" East a distance of 1292.63 feet to the POINT OF BEGINNING.

Containing 20.65 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Leadmill Suite 150
Roseville, California 95661-2944

D. R. Owyang
Douglas R. Owyang, No. 6046
License Exp. Date: 6-30-97

Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 9A
PROPERTY DESCRIPTION

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

PARCEL 9A

Beginning at a point bearing North 34°21'32" East a distance of 1608.70 feet from North East corner of said Lot 101; thence from the TRUE POINT OF BEGINNING North 88°59'37" East a distance of 447.68 feet; to a curve to the left having a radius of 520.00 feet through a central angle of 12°39'44" with an arc length of 114.92 feet; subtended by a chord which bears North 82°39'45" East for a distance of 114.69 feet; to a curve to the right having a radius of 100.00 feet through a central angle of 21°50'12" with an arc length of 38.11 feet; subtended by a chord which bears North 87°14'59" East for a distance of 37.88 feet; to a curve to the left having a radius of 28.00 feet through a central angle of 20°33'39" with an arc length of 10.05 feet; subtended by a chord which bears North 87°53'15" East for a distance of 9.99 feet; thence North 77°36'26" East a distance of 128.92 feet; to a curve to the right having a radius of 31.00 feet through a central angle of 88°12'30" with an arc length of 47.73 feet; subtended by a chord which bears South 58°17'19" East for a distance of 43.15 feet; to a curve to the left having a radius of 1856.00 feet through a central angle of 22°23'35" with an arc length of 725.39 feet; subtended by a chord which bears South 25°22'52" East for a distance of 720.78 feet; thence South 53°25'21" West for a distance of 932.42 feet; to a curve to the right having a radius of 500.00 feet through a central angle of 08°56'41" with an arc length of 78.06 feet; subtended by a chord which bears South 57°53'41" West for a distance of 77.98 feet; thence North 27°37'59" West a distance of 117.93 feet; to a curve to the left having a radius of 250.00 feet through a central angle of 61°50'42" with an arc length of 269.85 feet; subtended by a chord which bears North 58°33'20" West for a distance of 256.94 feet; thence North 00°45'11" East a distance of 820.19 feet; thence North 01°00'23" West a distance of 160.00 feet to the TRUE POINT OF BEGINNING.

Containing 21.50 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:
MACKAY & SOMPS CIVIL ENGINEERS, INC.

1876 Lead Hill, Suite 150
Roseville, California 95661-2944

Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97

Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 9B
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 05°04'01" West a distance of 1957.18 feet from North East corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING**. thence South 38°03'25" East a distance of 502.43 feet; to a curve which tangent bears North 38°08'08" West; thence along said curve a radius of 1744.00 feet through a central angle of 03°44'06" with an arc length of 113.69 feet; subtended by a chord which bears South 36°16'05" East for a distance of 113.67 feet; thence South 17°37'18" West a distance of 44.68 feet; thence South 17°37'18" West a distance of 150.17 feet; thence South 14°29'49" West a distance of 337.09 feet; thence South 65°44'19" West a distance of 187.31 feet; thence South 84°55'00" West a distance of 137.15 feet; thence North 75°24'08" West a distance of 256.50 feet; thence North 46°19'10" West a distance of 352.67 feet; thence North 64°05'53" West a distance of 277.64 feet; thence North 10°56'54" East a distance of 63.01 feet; thence North 57°53'41" East a distance of 77.98 feet; thence North 53°25'21" East a distance of 932.42 feet to the **POINT OF BEGINNING**.

Containing 17.38 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Deane Hill Suite 150
Roseville, California 95661-2944

D. R. Owyang
Douglas R. Owyang, L.S. 6046

License Exp. Date: 6-30-97

Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 10
PROPERTY DESCRIPTION

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

PARCEL 10

Beginning at a point bearing North 34°21'32" East a distance of 1608.70 feet from Northeast corner of said Lot 101; thence from the TRUE POINT OF BEGINNING to a curve which tangent bears South 40° 15'43" East; thence along said curve to the left having a radius of 1238.00 feet through a central angle of 19°38'00" with an arc length of 424.22 feet; subtended by a chord which bears South 50°04'43" East for a distance of 422.15 feet; thence South 59°53'43" East a distance of 175.48 feet; thence South 30°06'17" West a distance of 625.00 feet; thence North 59°53'43" West a distance of 82.70 feet; thence North 52°11'28" West a distance of 522.22 feet; to a curve to the right having a radius of 2000.00 feet through a central angle of 03°37'44" with an arc length of 126.67 feet; subtended by a chord which bears North 50°22'36" West for a distance of 126.65 feet; thence North 37°44'20" East a distance of 373.87 feet; thence North 49°44'17" East a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 19.40 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

D. R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
DESCRIPTION FOR REZONE
PARCEL 20
HIGHLAND RESERVE NORTH (HRN)

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

Beginning at a point bearing South 45°05'27" West a distance of 2730.26 feet from North West corner of said lot 101; thence from the true point of beginning South 54°26'32" East a distance of 942.82 feet; thence South 09°26'32" East a distance of 136.36 feet; thence South 88°31'57" West a distance of 212.50 feet; thence South 76°59'44" West a distance of 565.10 feet; thence South 34°25'54" West a distance of 144.39 feet; thence South 34°25'54" West a distance of 18.01 feet; thence North 57°52'25" West a distance of 48.10 feet; to a curve to the right having a radius of 1962.00 feet through a central angle of 17°01'12" with an arc length of 582.83 feet; subtended by a chord which bears North 49°21'49" West for a distance of 580.69 feet; to a curve to the right having a radius of 31.00 feet through a central angle of 91°30'48" with an arc length of 49.51 feet; subtended by a chord which bears North 04°54'12" East for a distance of 44.42 feet; thence North 50°39'36" East a distance of 428.84 feet; to a curve to the left having a radius of 1120.00 feet through a central angle of 16°00'52" with an arc length of 313.04 feet; subtended by a chord which bears North 42°39'10" East for a distance of 312.03 feet to the true point of beginning. Containing 14.633 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

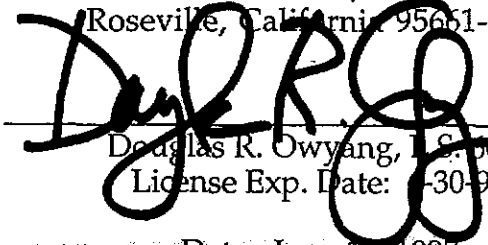
This description is expressly for describing Real Property for rezoning only. The Real Property described is proposed in conjunction with a Tentative Map on file with the City of Roseville, Planning Department. Any other uses are Strictly Prohibited. The Real Property described hereon may not be used in any conveyance.

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Lead Hill, Suite 150

Roseville, California 95651-2944



Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97

Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 30
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 89°25'32" East a distance of 1062.22 feet from North West corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** North 89°29'43" East a distance of 658.03 feet; thence South 00°30'17" East a distance of 933.66 feet; to a curve which tangent bears South 76°04'22" West; thence along said curve to the left having a radius of 500.00 feet through a central angle of 26°20'05" with an arc length of 229.81 feet; subtended by a chord which bears South 62°54'20" West for a distance of 227.80 feet; thence South 49°44'17" West a distance of 178.38 feet; to a curve which tangent bears North 40°15'43" West; thence along said curve to the right having a radius of 1162.00 feet through a central angle of 33°49'31" with an arc length of 686.00 feet; subtended by a chord which bears North 23°20'58" West for a distance of 676.08 feet; thence North 06°26'12" West a distance of 529.49 feet to the **POINT OF BEGINNING**.

Containing 13.90 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

Douglas R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 31
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 81°41'25" West a distance of 2328.33 feet from Northeast corner of said Lot 101; thence from the TRUE POINT OF BEGINNING South 64°00'47" East a distance of 391.41 feet; thence South 25°59'13" West a distance of 316.79 feet; thence South 04°30'21" West a distance of 368.55 feet; thence South 39°53'45" West a distance of 399.45 feet; to a curve which tangent bears North 55°26'42" West; thence along said curve to the right having a radius of 1980.00 feet through a central angle of 05°20'28" with an arc length of 184.57 feet; subtended by a chord which bears North 52°46'28" West for a distance of 184.51 feet; thence North 50°06'15" West a distance of 233.28 feet; to a curve to the right having a radius of 100.00 feet through a central angle of 20°21'51" with an arc length of 35.54 feet; subtended by a chord which bears North 39°55'19" West for a distance of 35.36 feet; to a curve to the left having a radius of 28.00 feet through a central angle of 20°21'51" with an arc length of 9.95 feet; subtended by a chord which bears North 39°55'19" West for a distance of 9.90 feet; thence North 50°06'15" West a distance of 128.00 feet; to a curve to the right having a radius of 31.00 feet through a central angle of 90°00'00" with an arc length of 48.69 feet; subtended by a chord which bears North 05°06'15" West for a distance of 43.84 feet; thence North 39°53'45" East a distance of 468.32 feet; to a curve to the left having a radius of 1800.00 feet through a central angle of 13°19'00" with an arc length of 418.36 feet; subtended by a chord which bears North 33°14'15" East for a distance of 417.42 feet to the POINT OF BEGINNING.

Containing 11.77 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

Douglas R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97

Date: June 16, 1997

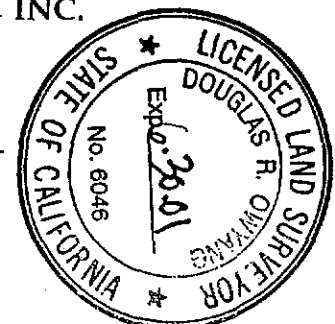


EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 40
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 76°06'51" East a distance of 2703.92 feet from North East corner of said Lot 101 thence from the TRUE POINT OF BEGINNING South 01°00'23" East a distance of 289.02 feet; thence South 32°03'53" West a distance of 903.59 feet; thence North 32°03'53" East a distance of 18.13 feet; to a curve which tangent bears North 50°55'15" West; thence along said curve to the left having a radius of 2038.00 feet through a central angle of 07°00'51" with an arc length of 249.50 feet; subtended by a chord which bears North 54°25'41" West for a distance of 249.34 feet; thence North 57°56'07" West a distance of 40.26 feet; thence North 52°51'52" West a distance of 152.37 feet; thence North 57°56'07" West a distance of 68.55 feet; to a curve which tangent bears North 56°53'39" West; thence along said curve to the right having a radius of 62.00 feet through a central angle of 90°00'59" with an arc length of 97.93 feet; subtended by a chord which bears North 11°53'10" West for a distance of 88.17 feet; thence North 33°07'19" East a distance of 152.03 feet; thence North 29°59'40" East a distance of 103.76 feet; to a curve which tangent bears North 33°51'38" East; thence along said curve to the right having a radius of 6950.00 feet through a central angle of 06°02'07" with an arc length of 732.09 feet; subtended by a chord which bears North 36°52'42" East for a distance of 731.75 feet; thence North 39°53'45" East a distance of 95.07 feet; to a curve to the right having a radius of 31.00 feet through a central angle of 90°00'00" with an arc length of 48.69 feet; subtended by a chord which bears North 84°53'45" East for a distance of 43.84 feet; thence South 50°06'15" East a distance of 128.00 feet; to a curve to the left having a radius of 28.00 feet through a central angle of 20°21'51" with an arc length of 9.95 feet; subtended by a chord which bears South 60°17'10" East for a distance of 9.90 feet; to a curve to the right having a radius of 100.00 feet through a central angle of 20°21'51" with an arc length of 35.54 feet; subtended by a chord which bears South 60°17'10" East for a distance of 35.36 feet; thence South 50°06'15" East a distance of 133.81 feet to the POINT OF BEGINNING.

Containing 14.17 acres of land, more or less.

END OF DESCRIPTION.
DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Lead Hill, Suite 150
Roseville, California 95611-2944

Doug R Owyang
Douglas R. Owyang, L.S. 6046

License Exp. Date: 6-30-97

Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 41
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 53°57'03" West a distance of 3455.67 feet from North West corner of said Lot 101; said point being a curve which tangent bears South 81°18'43" East; thence from the TRUE POINT OF BEGINNING along said curve to the left having a radius of 1038.00 feet through a central angle of 09°11'34" with an arc length of 166.54 feet; subtended by a chord which bears South 85°54'30" East for a distance of 166.36 feet; thence North 89°29'43" East a distance of 274.82 feet; to a curve to the right having a radius of 962.00 feet through a central angle of 07°55'58" with an arc length of 133.19 feet; subtended by a chord which bears South 86°32'18" East for a distance of 133.08 feet; to a curve which tangent bears South 82°35'39" East; thence along said curve to the right having a radius of 825.00 feet through a central angle of 24°35'29" with an arc length of 354.09 feet; subtended by a chord which bears South 70°17'55" East for a distance of 351.38 feet; thence South 58°00'10" East a distance of 31.53 feet; to a curve to the right having a radius of 62.00 feet through a central angle of 90°04'04" with an arc length of 97.47 feet; subtended by a chord which bears South 12°58'09" East for a distance of 87.74 feet; thence South 32°03'53" West a distance of 156.08 feet; thence South 29°55'56" West a distance of 49.61 feet; thence South 28°00'35" West a distance of 174.42 feet; thence North 57°56'07" West a distance of 50.13 feet; thence North 57°56'07" West a distance of 9.86 feet; thence South 39°45'39" West a distance of 186.68 feet; thence North 89°21'50" West a distance of 154.50 feet; thence North 89°21'50" West a distance of 430.69 feet; thence North 00°30'17" West a distance of 672.59 feet to the POINT OF BEGINNING.

Containing 12.39 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

Douglas R. Owyang, P.E. 6046

License Exp. Date: 6-30-97

Date: June 16, 1997



85

EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCELS 42A & 42B
PROPERTY DESCRIPTION

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

PARCEL 42A

Beginning at the Northwest corner of said Lot 101; thence from the TRUE POINT OF BEGINNING North 89°20'02" East a distance of 280.07 feet; thence North 89°20'02" East a distance of 180.16 feet; thence North 89°29'43" East a distance of 525.59 feet; thence South 06°26'12" East a distance of 537.38 feet; to a curve to the left having a radius of 1238.00 feet through a central angle of 14°40'41" with an arc length of 317.15 feet; subtended by a chord which bears South 13°46'33" East for a distance of 316.29 feet; thence South 68°53'06" West a distance of 465.07 feet; thence North 37°08'48" West a distance of 57.31 feet; thence North 68°26'27" West a distance of 167.08 feet; thence North 56°12'02" West a distance of 341.58 feet; to a curve which tangent bears North 13°09'10" West; thence along said curve to the right having a radius of 900.00 feet through a central angle of 01°17'03" with an arc length of 20.17 feet; subtended by a chord which bears North 12°30'39" West for a distance of 20.17 feet; thence North 11°52'07" West a distance of 370.02 feet; to a curve to the left having a radius of 930.00 feet through a central angle of 21°28'12" with an arc length of 348.49 feet; subtended by a chord which bears North 22°36'13" West for a distance of 346.46 feet; to the POINT OF BEGINNING.

Containing 18.26 acres of land, more or less.

PARCEL 42B

Beginning at a point bearing North 53°27'05" West a distance of 1395.80 feet Northwest corner of said Lot 101; to a curve which tangent bears South 21°06'54" East; thence from the **TRUE POINT OF BEGINNING** along said curve to the left having a radius of 1238.00 feet through a central angle of 19°08'49" with an arc length of 413.71 feet; subtended by a chord which bears South 30°41'19" East for a distance of 411.79 feet; thence South 49°44'17" West a distance of 180.00 feet; thence North 40°15'43" West a distance of 127.20 feet; thence South 75°16'43" West a distance of 231.53 feet; thence North 37°08'48" West a distance of 332.06 feet; thence North 68°53'06" East a distance of 465.07 feet to the **TRUE POINT OF BEGINNING**.

Containing 3.75 acres of land, more or less.

END OF DESCRIPTION.

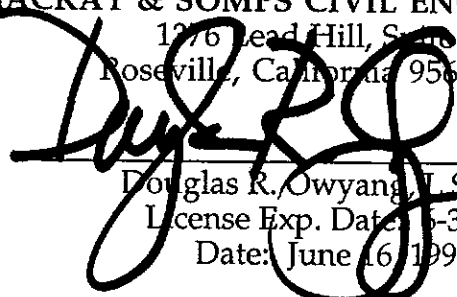
DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1276 Lead Hill, Suite 150
Roseville, California 95661-2944



Douglas R. Owyang, L.S. 6046
License Exp. Date 6-30-97
Date: June 16, 1997



1998 0127 0114 2087

EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCELS 43A & 43B
PROPERTY DESCRIPTION

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

PARCEL 43A

Beginning at a point bearing North 14°44'25" West a distance of 2867.65 feet from Northeast corner of said Lot 101; thence said point of being on a curve which tangent bears South 21°50'29" East; thence from the **TRUE POINT OF BEGINNING** along said curve to the right having a radius of 1744.00 feet through a central angle of 20°09'52" with an arc length of 613.78 feet; subtended by a chord which bears South 11°45'33" East for a distance of 610.61 feet; thence South 89°48'31" West a distance of 8.41 feet; thence South 00°11'29" East a distance of 77.78 feet; to a curve to the right having a radius of 30.99 feet through a central angle of 90°01'41" with an arc length of 48.69 feet; subtended by a chord which bears South 44°49'21" West for a distance of 43.83 feet; thence South 89°48'31" West a distance of 1275.44 feet; to a curve to the right having a radius of 1962.00 feet through a central angle of 32°19'04" with an arc length of 1106.67 feet; subtended by a chord which bears North 74°01'57" West for a distance of 1092.06 feet; thence North 32°48'58" East a distance of 216.76 feet; thence South 71°28'20" East a distance of 159.33 feet; thence South 88°06'44" East a distance of 165.24 feet; thence North 73°36'53" East a distance of 146.99 feet; thence North 58°38'30" East a distance of 242.04 feet; thence North 77°21'49" East a distance of 166.72 feet; thence South 44°02'36" East a distance of 363.71 feet; thence South 74°40'52" East a distance of 161.34 feet; thence South 81°04'22" East a distance of 103.22 feet; thence South 73°53'33" East a distance of 107.52 feet; thence South 83°15'01" East a distance of 221.31 feet; thence North 22°05'17" East a distance of 5.39 feet; thence North 64°54'32" East a distance of 8.64 feet; thence North 74°14'33" East a distance of 151.68 feet; thence North 56°05'56" East a distance of 123.26 feet; thence North 40°57'11" East a distance of 285.40 feet; thence North 07°59'21" East a distance of 123.53 feet to the **POINT OF BEGINNING**

Containing 20.60 acres of land, more or less.

PARCEL 43B

Beginning at a point bearing North 29°22'14" East a distance of 3503.52 feet from Northeast corner of said Lot 101; thence from the TRUE POINT OF BEGINNING North 33°17'50" East a distance of 118.11 feet; thence South 86°09'18" East a distance of 150.34 feet; thence South 71°28'20" East a distance of 116.68 feet; thence South 32°02'27" West a distance of 216.75 feet; thence North 57°52'27" West a distance of 248.54 feet to the POINT OF BEGINNING.

Containing 1.00 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

Doug R Owyang

Douglas R. Owyang, L.S. 6046
License Exp. Date 6-30-97

Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 44
PROPERTY DESCRIPTION

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

PARCEL 44

Beginning at a point bearing North 03°41'46" East a distance of 3566.88 feet from North East corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South 00°11'29" East a distance of 482.20 feet; thence South 40°22'31" West a distance of 93.86 feet; thence North 69°05'03" West a distance of 11.66 feet; to a curve to the right having a radius of 500.00 feet through a central angle of 73°17'27" with an arc length of 639.58 feet; subtended by a chord which bears North 32°26'19" West for a distance of 596.86 feet; thence North 04°12'25" East a distance of 50.66 feet; to a curve which tangent bears South 85°47'38" East; thence along said curve to the left having a radius of 2039.19 feet through a central angle of 04°23'45" with an arc length of 156.45 feet; subtended by a chord which bears South 87°59'31" East for a distance of 156.41 feet; thence North 89°48'31" East a distance of 230.21 feet to the **POINT OF BEGINNING**.

Containing 3.96 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

D. R. O.
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 10, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCELS 45A & 45B
PROPERTY DESCRIPTION

PARCEL 45A

Beginning at a point bearing North 16°09'07" East a distance of 3629.90 feet from Northeast corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South 32°07'35" West a distance of 760.74 feet; thence North 57°52'25" West a distance of 949.62 feet; thence North 44°22'16" East a distance of 539.98 feet; thence North 33°17'50" East a distance of 147.34 feet; thence South 57°52'25" East a distance of 247.16 feet; to a curve which tangent bears South 57°52'25" East; thence along said curve to the left having a radius of 2038.00 feet through a central angle of 16°40'44" with an arc length of 593.27 feet; subtended by a chord which bears South 66°12'47" East for a distance of 591.17 feet; to the **POINT OF BEGINNING**.

Containing 14.01 acres of land, more or less.

PARCEL 45B

Beginning at a point bearing North 16°09'07" East a distance of 3629.90 feet from Northeast corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** to a curve which tangent bears South 74°33'09" East; thence along said curve to the left having a radius of 2038.00 feet through a central angle of 11°14'26" with an arc length of 399.82 feet; subtended by a chord which bears South 80°10'22" East for a distance of 399.18 feet; thence South 04°12'25" West a distance of 50.66 feet; to a curve to the left having a radius of 500.00 feet through a central angle of 73°17'28" with an arc length of 639.59 feet; subtended by a chord which bears South 32°26'19" East for a distance of 596.86 feet; thence South 69°05'03" East a distance of 11.66 feet; thence South 40°22'31" West a distance of 653.70 feet; thence North 53°04'37" West a distance of 401.44 feet; thence North 57°52'24" West a distance of 449.67 feet; thence North 32°07'35" East a distance of 760.74 feet to the **POINT OF BEGINNING**.

Containing 15.43 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Lead Hill, Suite 130
Roseville, California 95661-2944

Douglas R. Owyang
Douglas R. Owyang, C.S. 0046
License Exp. Date: 6-30-97

Date: June 16, 1997

Page 22 of 34



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCELS 46A, 46B & 46C
PROPERTY DESCRIPTION

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

PARCEL 46A

Beginning at a point bearing North $67^{\circ}06'26''$ East a distance of 3887.70 feet from Northeast corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South $57^{\circ}56'07''$ East a distance of 69.09 feet; thence South $63^{\circ}31'54''$ East a distance of 152.50 feet; thence South $57^{\circ}56'07''$ East a distance of 40.26 feet; to a curve to the right having a radius of 1962.00 feet through a central angle of $07^{\circ}17'15''$ with an arc length of 249.55 feet; subtended by a chord which bears South $54^{\circ}17'29''$ East for a distance of 249.38 feet; thence South $32^{\circ}03'53''$ West a distance of 900.39 feet; to a curve which tangent bears North $32^{\circ}28'35''$ West; thence along said curve to the right having a radius of 1700.00 feet through a central angle of $04^{\circ}32'28''$ with an arc length of 134.74 feet; subtended by a chord which bears North $30^{\circ}12'21''$ West for a distance of 134.70 feet; thence North $27^{\circ}56'07''$ West a distance of 316.64 feet; thence North $27^{\circ}56'07''$ West a distance of 100.60 feet; thence North $21^{\circ}51'01''$ East a distance of 194.08 feet; thence North $57^{\circ}56'07''$ West a distance of 61.73 feet; thence North $32^{\circ}39'01''$ East a distance of 168.59 feet; thence North $33^{\circ}53'31''$ East a distance of 55.32 feet; thence North $32^{\circ}03'53''$ East a distance of 153.20 feet; to a curve to the right having a radius of 62.01 feet through a central angle of $91^{\circ}08'16''$ with an arc length of 98.63 feet; subtended by a chord which bears North $77^{\circ}38'01''$ East for a distance of 88.56 feet to the **POINT OF BEGINNING**.

Containing 9.57 acres of land, more or less.

PARCEL 46B

Beginning at a point bearing North $60^{\circ}28'29''$ East a distance of 3619.89 feet from Northeast corner of said Lot 101; thence said point being on a curve which tangent bears South $50^{\circ}38'52''$ East; thence from the **TRUE POINT OF BEGINNING** along said curve to the right having a radius of 1962.00 feet through a central angle of $17^{\circ}46'08''$ with an arc length of 608.47 feet; subtended by a chord which bears South $41^{\circ}45'48''$ East for a distance of 606.03 feet; thence South $42^{\circ}33'09''$ West a distance of 883.03 feet; to a curve which tangent bears North $47^{\circ}26'51''$ West; thence along said curve to the right having a radius of 1700.00 feet through a central angle of $14^{\circ}58'16''$ with an arc length of 444.20 feet; subtended by a chord which bears North $39^{\circ}57'43''$ West for a distance of 442.94 feet; thence North $32^{\circ}03'53''$ East a distance of 900.39 feet to the **POINT OF BEGINNING**.

Containing 10.78 acres of land, more or less.

PARCEL 46C

Beginning at a point bearing North 50°50'50" East a distance of 3541.31 feet from Northeast corner of said Lot 101; thence said point being on a curve which tangent bears South 32°52'44" East; thence from the **TRUE POINT OF BEGINNING** along said curve to the right having a radius of 1962.00 feet through a central angle of 01°01'11" with an arc length of 34.92 feet; subtended by a chord which bears South 32°22'08" East for a distance of 34.92 feet; to a curve to the left having a radius of 2038.00 feet through a central angle of 26°00'52" with an arc length of 925.33 feet; subtended by a chord which bears South 44°51'59" East for a distance of 917.40 feet; thence South 57°52'25" East a distance of 74.73 feet; thence South 02°24'07" West a distance of 74.35 feet; thence South 71°10'46" West a distance of 166.41 feet; thence South 61°01'20" West a distance of 549.63 feet; thence North 57°52'25" West a distance of 518.69 feet; to a curve to the right having a radius of 1700.00 feet through a central angle of 10° 25'34" with an arc length of 309.35 feet; subtended by a chord which bears North 52°39'38" West for a distance of 308.92 feet; thence North 42° 33'09" East a distance of 883.03 feet to the **POINT OF BEGINNING**.

Containing 16.43 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1276 Lead Hill, Suite 150
Roseville, California 95661-2944

[Handwritten Signature]

Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCELS 47A, 47B & 47C
PROPERTY DESCRIPTION

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

PARCEL 47A

Beginning at a point bearing North 48°19'25" West a distance of 1782.66 feet from Northwest corner of said Lot 101; thence said point being on a curve which tangent bears South 40°15'43" East; thence from the **TRUE POINT OF BEGINNING** along said curve to the left having a radius of 1238.00 feet through a central angle of 19°38'00" with an arc length of 424.22 feet; subtended by a chord which bears South 50° 04'43" East for a distance of 422.15 feet; thence South 59°53'43" East a distance of 175.48 feet; thence South 30°06'17" West a distance of 625.00 feet; thence North 59°53'43" West a distance of 82.70 feet; thence North 52°11'28" West a distance of 522.22 feet; to a curve to the right having a radius of 2000.00 feet through a central angle of 03°37'44" with an arc length of 126.67 feet; subtended by a chord which bears North 50°22'36" West for a distance of 126.65 feet; thence North 37°44'20" East a distance of 373.87 feet; thence North 49°44'17" East a distance of 250.00 feet to the **POINT OF BEGINNING**.

Containing 9.44 acres of land, more or less.

PARCEL 47B

Beginning at a point bearing North 49°29'02" West a distance of 2377.00 feet from Northwest corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** thence South 59°53'43" East a distance of 662.11 feet; thence South 30°06'17" West a distance of 625.00 feet; thence North 59°53'43" West a distance of 662.11 feet; thence North 30°06'17" East a distance of 625.00 feet to the **POINT OF BEGINNING**.

Containing 9.500 acres of land, more or less.

PARCEL 47C

Beginning at a point bearing North 51°44'48" West a distance of 3030.58 feet from Northwest corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South 59°53'43" East a distance of 58.08 feet; to a curve to the left having a radius of 1038.00 feet through a central angle of 21°25'00" with an arc length of 387.99 feet; subtended by a chord which bears South 70°36'13" East for a distance of 385.74 feet; thence South 00°30'17" East a distance of 672.59 feet; thence North 89°21'50" West a distance of 134.27 feet; to a curve to the right having a radius of 400.00 feet through a central angle of 29°28'07" with an arc length of 205.73 feet; subtended by a chord which bears North 74°37'46" West for a distance of 203.47 feet; thence North 59°53'43" West a distance of 465.90 feet; thence North 30°06'17" East a distance of 625.00 feet to the **POINT OF BEGINNING**

Containing 9.38 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

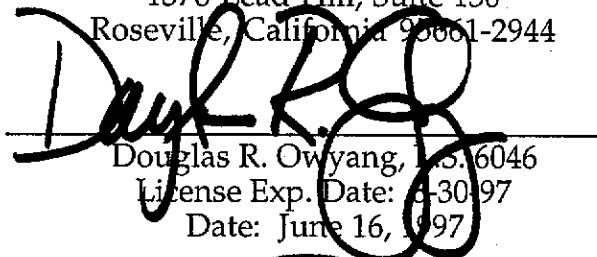

Douglas R. Owyang, No. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A=1
HIGHLAND RESERVE NORTH
PARCEL 50
PROPERTY DESCRIPTION

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

Beginning at a point bearing North $14^{\circ}08'56''$ East a distance of 2626.29 feet from North East corner of said Lot 101 thence from the **TRUE POINT OF BEGINNING** South $10^{\circ}56'54''$ West a distance of 63.01 feet; thence South $79^{\circ}27'37''$ West a distance of 271.11 feet; thence North $77^{\circ}57'16''$ West a distance of 228.82 feet; thence North $09^{\circ}26'32''$ West a distance of 136.36 feet; thence North $35^{\circ}33'28''$ East a distance of 77.55 feet; to a curve to the right having a radius of 250.00 feet through a central angle of $116^{\circ}48'34''$ with an arc length of 509.68 feet; subtended by a chord which bears South $86^{\circ}02'15''$ East for a distance of 425.88 feet; thence South $27^{\circ}37'59''$ East a distance of 117.93 feet to the **POINT OF BEGINNING**.

Containing 3.14 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1375 Lead Hill, Suite 150
Roseville, California 95661-2944

Douglas R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 51
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 69°43'48" East a distance of 941.25 feet from North East corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South 25°59'13" West a distance of 132.57 feet; to a curve to the right having a radius of 250.00 feet through a central angle of 180°00'00" with an arc length of 785.40 feet; subtended by a chord which bears North 64°00'47" West for a distance of 500.00 feet; thence North 25°59'13" East a distance of 132.57 feet; thence South 64°00'47" East a distance of 500.00 feet to the **POINT OF BEGINNING**.

Containing 3.78 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

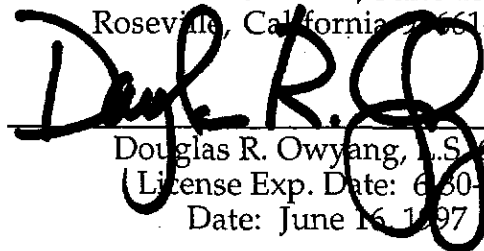

Douglas R. Owyang, C.S. 6046
(License Exp. Date: 6-30-97
Date: June 16, 1997)



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 52
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 53°47'15" East a distance of 2053.62 feet from North East corner of said Lot 101 said point also being a curve which tangent bears South 64°00'47" East; thence from the **TRUE POINT OF BEGINNING** along said curve to the right having a radius of 31.00 feet through a central angle of 90°00'00" with an arc length of 48.69 feet; subtended by a chord which bears South 19°00'47" East for a distance of 43.84 feet; thence South 25°59'13" West a distance of 102.37 feet; thence South 88°59'37" West a distance of 16.83 feet; thence South 88°59'37" West a distance of 469.01 feet; thence South 32°03'53" West a distance of 694.84 feet; thence South 01°00'23" East a distance of 223.57 feet; thence South 39°20'24" East a distance of 186.03 feet; thence South 39°20'24" East a distance of 15.00 feet; thence South 50°39'36" West a distance of 118.05 feet; to a curve to the right having a radius of 31.00 feet through a central angle of 91°30'48" with an arc length of 49.51 feet; subtended by a chord which bears North 83°35'00" West for a distance of 44.42 feet; thence North 34°50'34" West a distance of 204.26 feet; to a curve which tangent bears North 31°51'33" West; thence along said curve to the left having a radius of 2038.00 feet through a central angle of 19°03'43" with an arc length of 678.03 feet; subtended by a chord which bears North 41°23'24" West for a distance of 674.90 feet; thence North 32°03'53" East a distance of 921.72 feet; thence North 01°00'23" West a distance of 289.02 feet; thence South 50°06'15" East a distance of 99.47 feet; to a curve to the left having a radius of 2020.00 feet through a central angle of 13°54'33" with an arc length of 490.37 feet; subtended by a chord which bears South 57°03'31" East for a distance of 489.17 feet; thence South 64°00'47" East a distance of 512.20 feet; thence South 64°00'47" East a distance of 23.05 feet to the **POINT OF BEGINNING**.

Containing 20.50 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

Douglas R. Gwyang, P.E. 6046

License Exp. Date: 6-30-97

Date: June 16, 1997

Page 27 of 31



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 53
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 78°38'31" West a distance of 3335.49 feet from North West corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South 00°30'17" East a distance of 598.32 feet; thence South 89°29'43" West a distance of 344.00 feet; thence North 00°30'17" West a distance of 598.32 feet; thence North 89°29'43" East a distance of 344.00 feet to the **POINT OF BEGINNING**.

Containing 4.73 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

Douglas R. Owyang

Douglas R. Owyang, No. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997

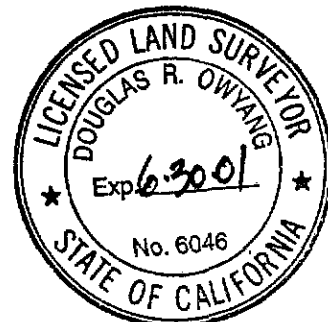


EXHIBIT "A-1"
HIGHLAND RESERVE NORTH
PARCEL 60
PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 101, as shown on the North East corner of said Lot 101, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at a point bearing North 51°24'30" East a distance of 2159.00 feet from North East corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South 25°59'13" West a distance of 25.63 feet; to a curve to the left having a radius of 26.00 feet through a central angle of 17°45'10" with an arc length of 8.06 feet; subtended by a chord which bears South 17°06'38" West for a distance of 8.02 feet; to a curve to the right having a radius of 100.00 feet through a central angle of 17°45'10" with an arc length of 30.98 feet; subtended by a chord which bears South 17°06'38" West for a distance of 30.86 feet; thence South 25°59'13" West a distance of 397.28 feet; to a curve to the right having a radius of 1080.00 feet through a central angle of 24°40'23" with an arc length of 465.08 feet; subtended by a chord which bears South 38°19'24" West for a distance of 461.49 feet; thence South 50°39'36" West a distance of 310.79 feet; thence North 39°20'24" West a distance of 15.00 feet; thence North 39°20'24" West a distance of 186.03 feet; thence North 01°00'23" West a distance of 223.57 feet; thence North 32°03'53" East a distance of 694.84 feet; thence North 88°59'37" East a distance of 485.84 feet to the **POINT OF BEGINNING**.

Containing 10.00 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1316 Lead Hill, Suite 150
Roseville, California 95661-2944

Douglas R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 61
PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 102, as shown on the Regional 65 Centre Final Map as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at a point bearing North 64°00'47" West a distance of 130.00 feet from North East corner of Lot 101 of said Regional 65 Centre map; thence from the **TRUE POINT OF BEGINNING** South 64°00'47" East a distance of 50.01 feet; thence South 64°00'47" East a distance of 819.75 feet; thence South 00°16'20" East a distance of 1322.02 feet; thence South 32°31'50" West a distance of 349.00 feet; thence South 26°36'20" West a distance of 259.18 feet; thence South 26°36'20" West a distance of 20.06 feet; thence North 37°35'25" West a distance of 35.33 feet; thence North 38°02'56" West a distance of 503.51 feet; to a curve which tangent bears North 36°26'32" West; thence along said curve to the right having a radius of 1744.00 feet through a central angle of 57°42'30" with an arc length of 1756.56 feet; subtended by a chord which bears North 07°35'17" West for a distance of 1683.25 feet; thence North 27°05'28" East a distance of 172.99 feet to the **POINT OF BEGINNING**.

Containing 36.55 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Leadwell, Suite 150
Roseville, California 95661-2944

Douglas R. Owyang
Douglas R. Owyang, L.S. 6043
License Exp. Date: 6-30-97
June 16, 1997

Page 30 of 34



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 70
PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 102, as shown on the Regional 65 Centre Final Map as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

PARCEL 70

Beginning at a point bearing North 27°12'33" West a distance of 1979.17 feet from North East corner of Lot 101 on said Regional 65 Centre map; thence from the **TRUE POINT OF BEGINNING** South 00°12'26" East a distance of 1134.46 feet; thence South 00°12'26" East a distance of 69.01 feet; to a curve which tangent bears North 14°18'07" West; thence along said curve to the left having a radius of 1856.00 feet through a central angle of 22°44'44" with an arc length of 736.80 feet; subtended by a chord which bears North 25°40'29" West for a distance of 731.98 feet; thence North 26°37'13" East a distance of 279.20 feet; thence North 32°32'21" East a distance of 348.92 feet to the **POINT OF BEGINNING**.

Containing 4.05 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Lead Mill, Suite 100
Roseville, California 95661-2944

Douglas R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 71
PROPERTY DESCRIPTION

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

PARCEL 71

Beginning at a point bearing North $12^{\circ}42'53''$ West a distance of 2498.05 feet from the Northeast corner of Lot 101 of said Regional 65 Centre to a curve which tangent bears North $34^{\circ}24'02''$ West; thence from the **TRUE POINT OF BEGINNING** along said curve to the right having a radius of 1744.00 feet through a central angle of $12^{\circ}33'33''$ with an arc length of 382.28 feet; subtended by a chord which bears South $28^{\circ}07'16''$ East for a distance of 381.52 feet; thence South $07^{\circ}59'21''$ West a distance of 123.53 feet; thence South $40^{\circ}57'11''$ West a distance of 285.40 feet; thence South $56^{\circ}05'56''$ West a distance of 123.26 feet; thence South $74^{\circ}14'33''$ West a distance of 151.68 feet; thence South $64^{\circ}54'32''$ West a distance of 8.64 feet; thence South $22^{\circ}05'17''$ West a distance of 5.39 feet; thence North $83^{\circ}15'01''$ West a distance of 221.31 feet; thence North $73^{\circ}53'33''$ West a distance of 107.52 feet; thence North $81^{\circ}04'22''$ West a distance of 103.22 feet; thence North $74^{\circ}40'52''$ West a distance of 161.34 feet; thence North $44^{\circ}02'36''$ West a distance of 363.71 feet; thence South $77^{\circ}21'49''$ East a distance of 166.72 feet; thence South $58^{\circ}38'30''$ West a distance of 242.04 feet; thence South $73^{\circ}36'53''$ West a distance of 146.99 feet; thence North $88^{\circ}06'44''$ West a distance of 165.24 feet; thence North $71^{\circ}28'20''$ West a distance of 276.01 feet; thence North $86^{\circ}09'18''$ West a distance of 150.34 feet; thence South $33^{\circ}17'50''$ West a distance of 88.10 feet; thence South $33^{\circ}17'50''$ West a distance of 30.01 feet; thence North $57^{\circ}52'25''$ West a distance of 331.57 feet; thence North $34^{\circ}25'54''$ East a distance of 162.41 feet; thence North $76^{\circ}59'44''$ East a distance of 565.10 feet; thence North $88^{\circ}31'57''$ East a distance of 212.50 feet; thence South $77^{\circ}57'16''$ East a distance of 228.82 feet; thence North $79^{\circ}27'37''$ East a distance of 271.11 feet; thence South $64^{\circ}05'53''$ East a distance of 277.64 feet; thence South $46^{\circ}19'10''$ East a distance of 352.67 feet; thence South $75^{\circ}24'08''$ East a distance of 256.50 feet; thence North $84^{\circ}55'00''$ East a distance of 137.15 feet; thence North $65^{\circ}44'19''$ East a distance of 187.31 feet; thence North $14^{\circ}29'49''$ East a distance of 337.09 feet; thence North $17^{\circ}37'18''$ East a distance of 194.85 feet to the POINT OF BEGINNING.

Containing 18.54 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1576 Lead Hill, Suite 150
Roseville, California 95661-2944

Douglas R. Owyang, L.S. 6046

License Exp. Date 6-30-97

Date: June, 1997

Page 32 of 34



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 72
PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 102, as shown on the Regional 65 Centre Final Map as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

PARCEL 72

Beginning at a point bearing North 29°27'14" East a distance of 3579.36 feet from the Northeast corner of Lot 101 of said Regional 65 Centre; thence from the **TRUE POINT OF BEGINNING** South 33°17'50" West a distance of 30.01 feet; thence South 33°17'50" West a distance of 117.33 feet; thence South 44°22'16" West a distance of 539.98 feet; thence North 57°52'25" West a distance of 519.42 feet; thence North 61°01'20" East a distance of 549.63 feet; thence North 71°10'46" East a distance of 166.41 feet; thence North 02°24'07" East a distance of 53.63 feet; thence North 02°24'07" East a distance of 20.73 feet; thence South 57°52'25" East a distance of 303.39 feet to the **POINT OF BEGINNING**.

Containing 6.20 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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

Douglas R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE NORTH
PARCEL 73
PROPERTY DESCRIPTION

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

Beginning at a point bearing North 16°56'03" West a distance of 733.45 feet from Northwest corner of said Lot 101; thence from the **TRUE POINT OF BEGINNING** South 56°12'02" East a distance of 341.58 feet; thence South 68°26'27" East a distance of 167.08 feet; thence South 37°08'48" East a distance of 389.37 feet; thence North 75°16'43" East a distance of 231.53 feet; thence South 40°15'43" East a distance of 127.20 feet; thence South 39°37'24" West a distance of 442.58 feet; to a curve which tangent bears North 48°33'44" West; thence along said curve to the right having a radius of 2000.00 feet through a central angle of 07°58'42" with an arc length of 278.50 feet; subtended by a chord which bears North 44°34'23" West for a distance of 278.27 feet; thence North 40°35'02" West a distance of 476.62 feet; to a curve to the right having a radius of 900.00 feet through a central angle of 27°25'52" with an arc length of 430.89 feet; subtended by a chord which bears North 26°52'06" West for a distance of 426.78 feet to the **POINT OF BEGINNING**.

Containing 6.42 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

1376 Dead End, Suite 150
Roseville, California 95661-2944

D. R. Owyang
Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997

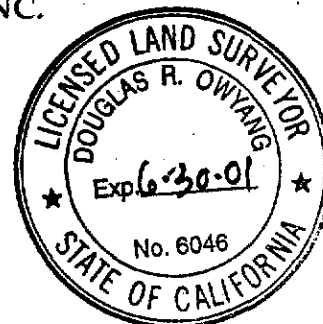
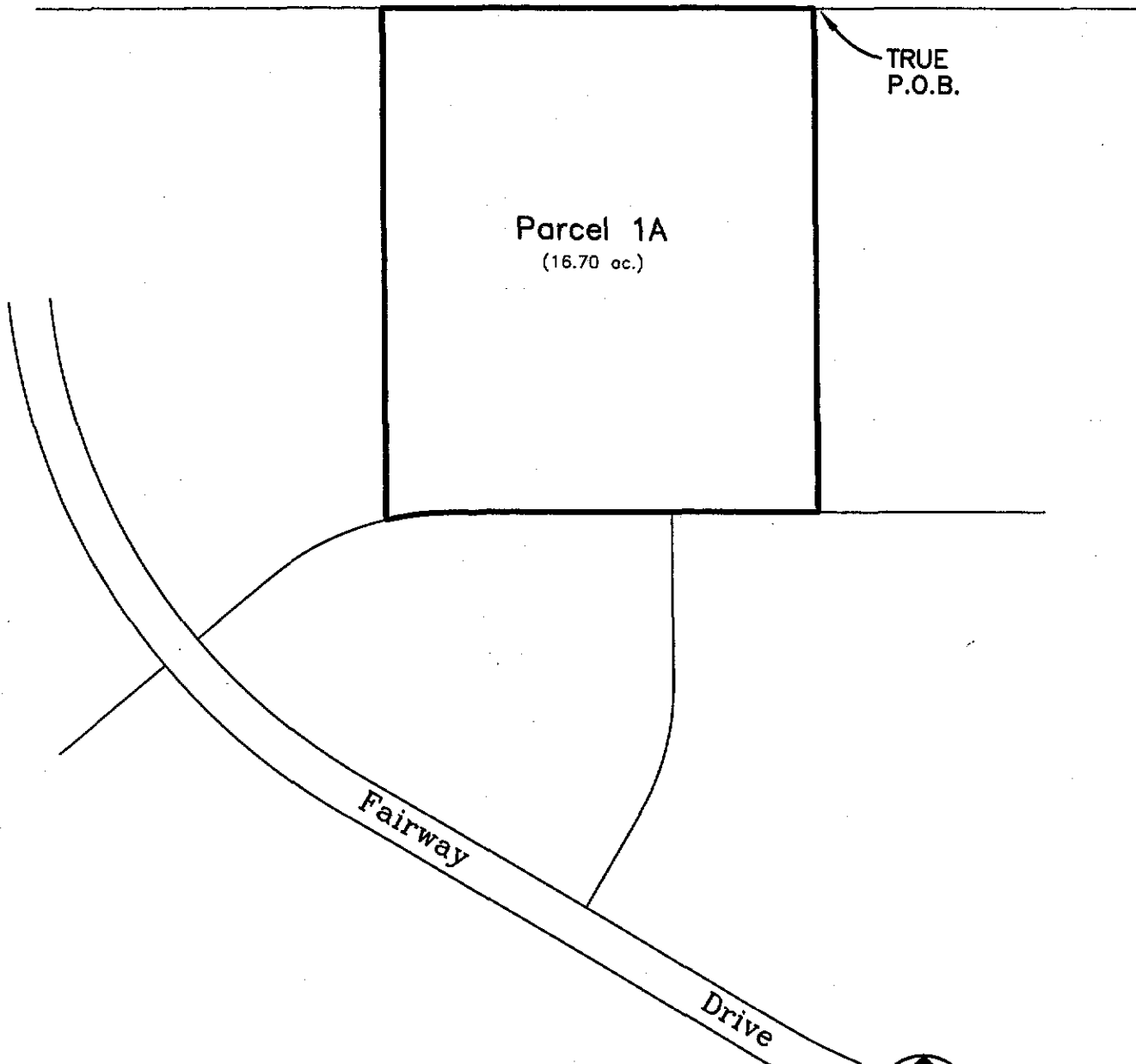


EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 1A

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1"=300'

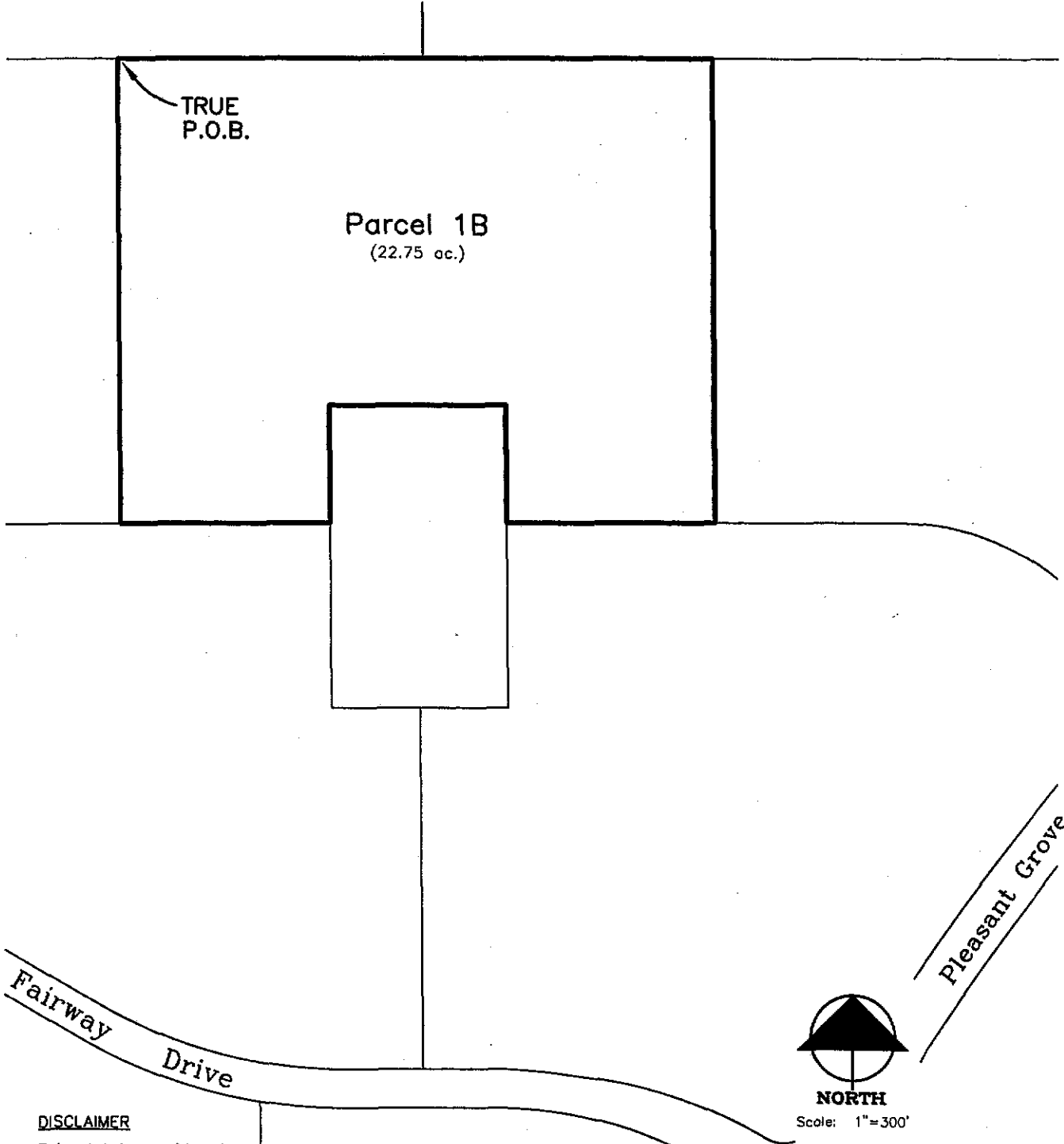
MACKEY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 1B

PROPERTY DELINEATION



DISCLAIMER

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



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ROSEVILLE, CA. 95661-2944 (918) 773-1189

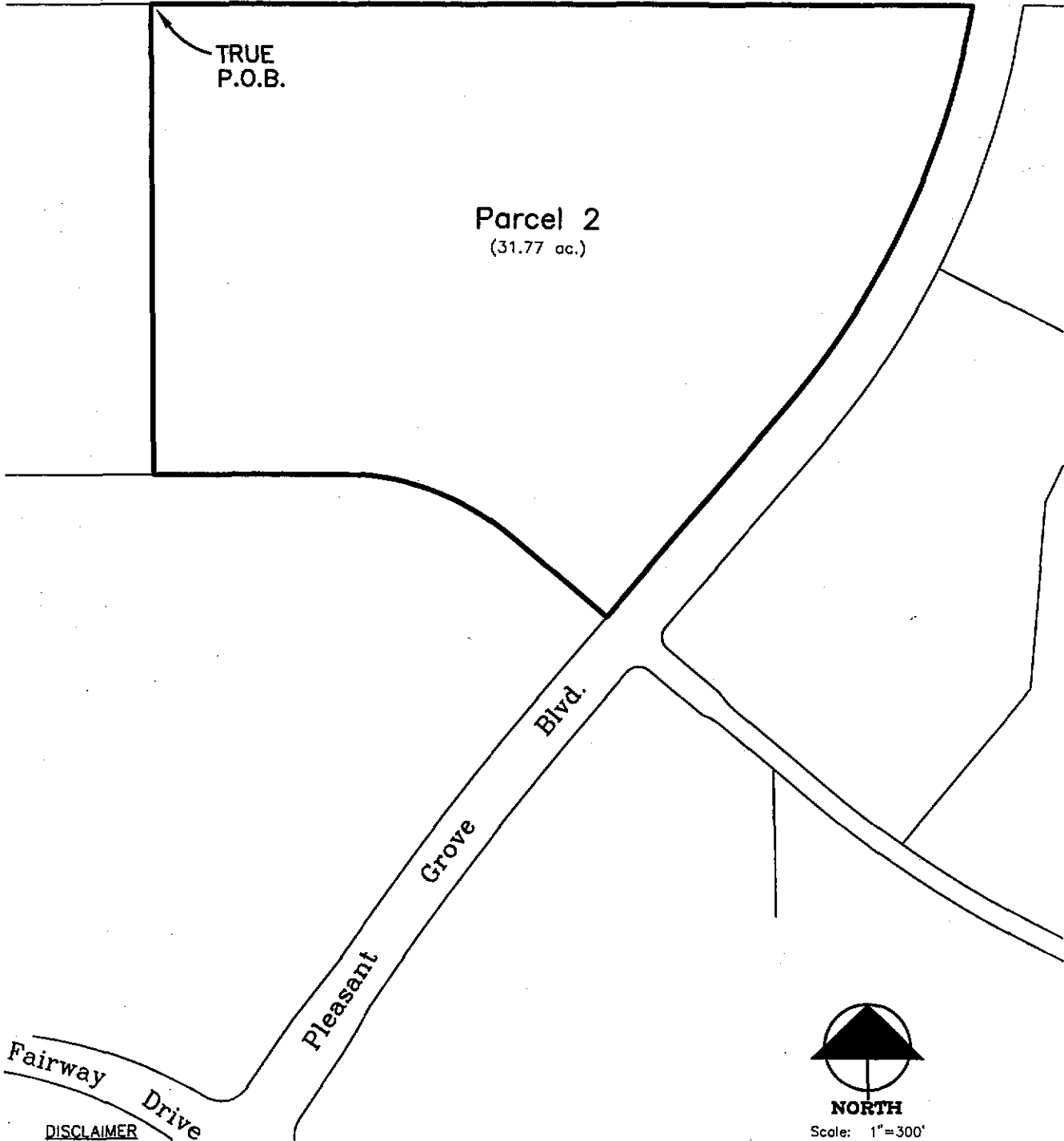
June 12, 1997

18119-20

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EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 2

PROPERTY DELINEATION



DISCLAIMER

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



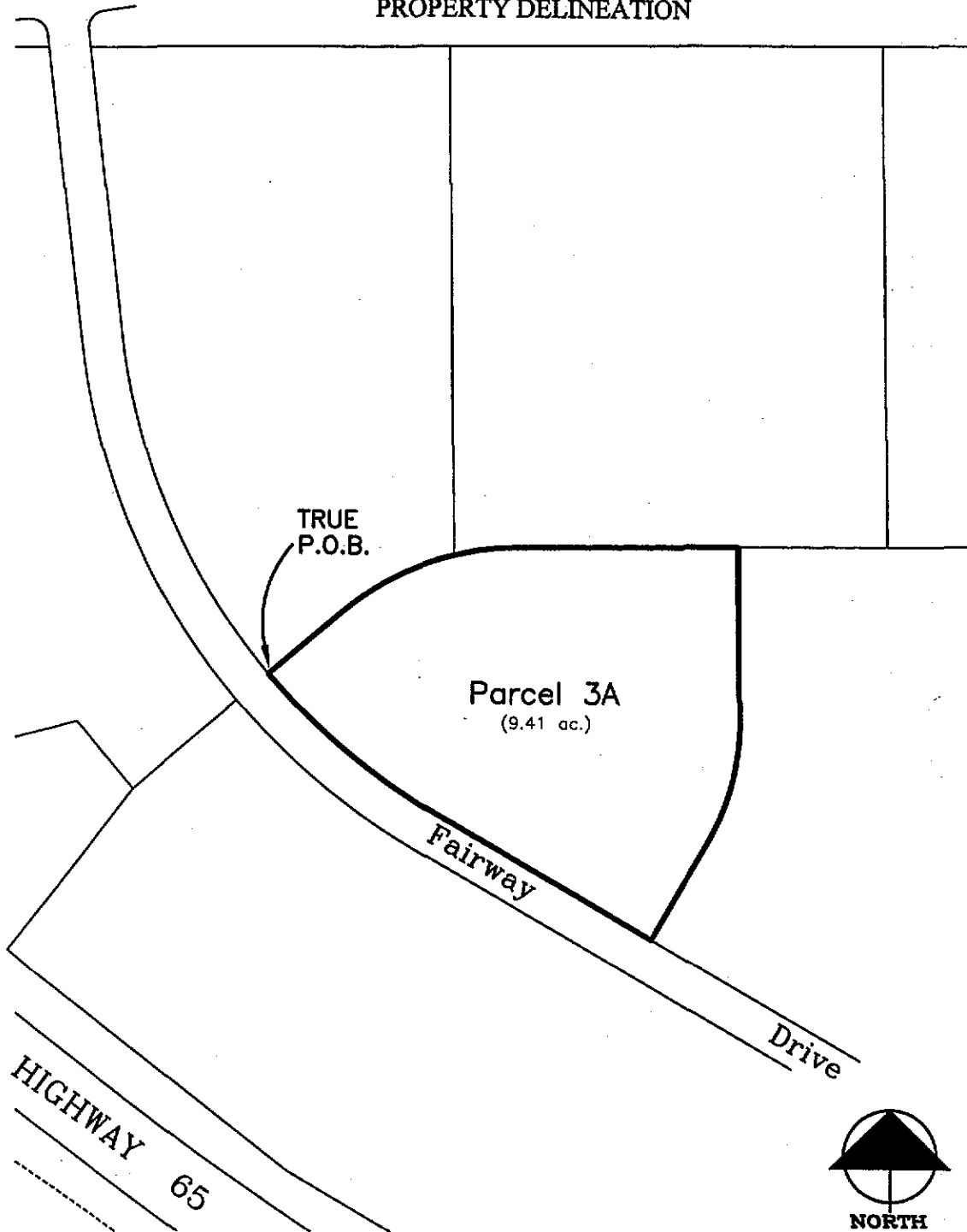
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 3A

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1" = 300'

MACKAY & SOMPS

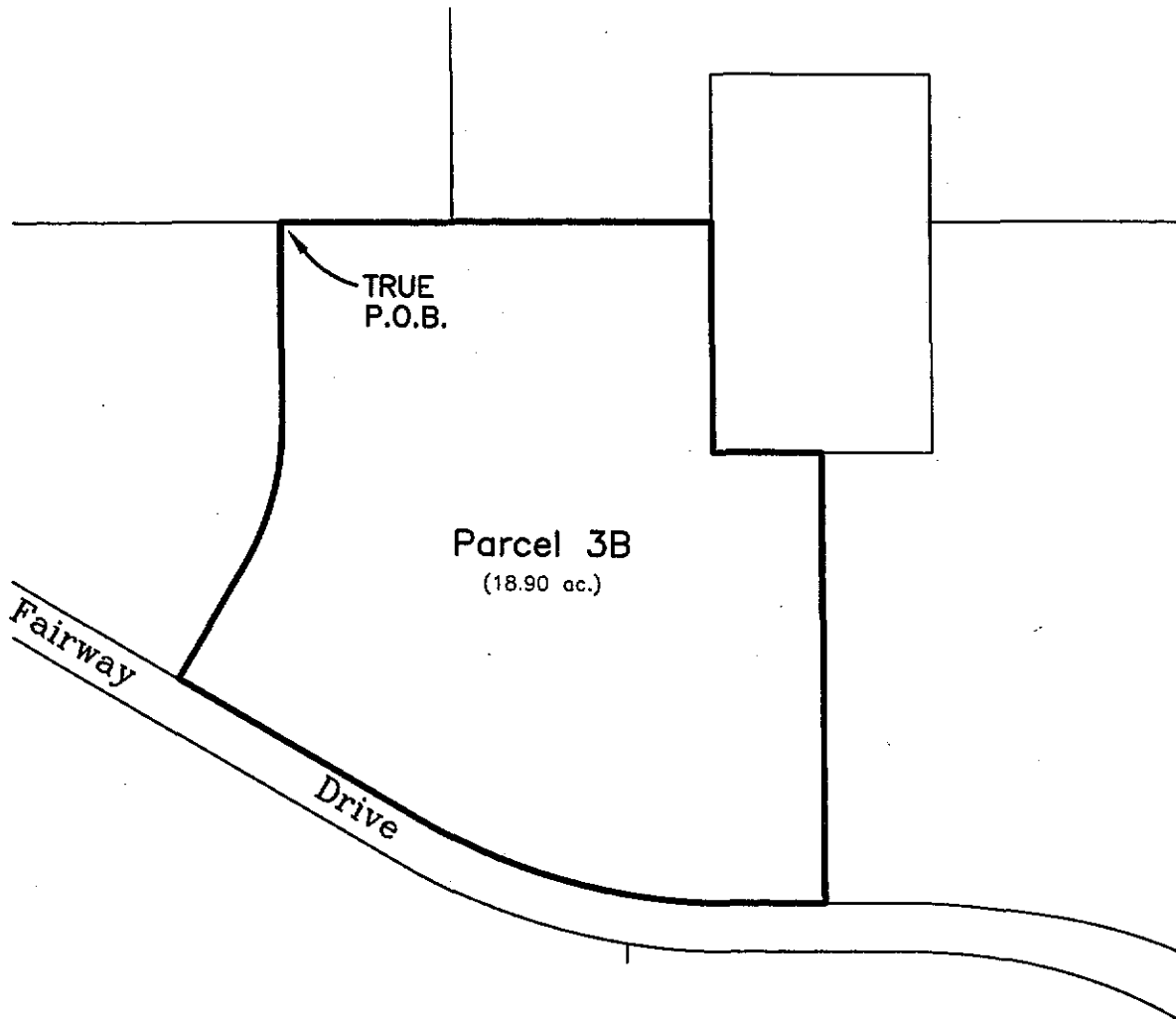
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June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 3B

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1" = 300'

MACKAY & SOMPS

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ROSEVILLE, CA. 95661-2944 (916) 773-1189

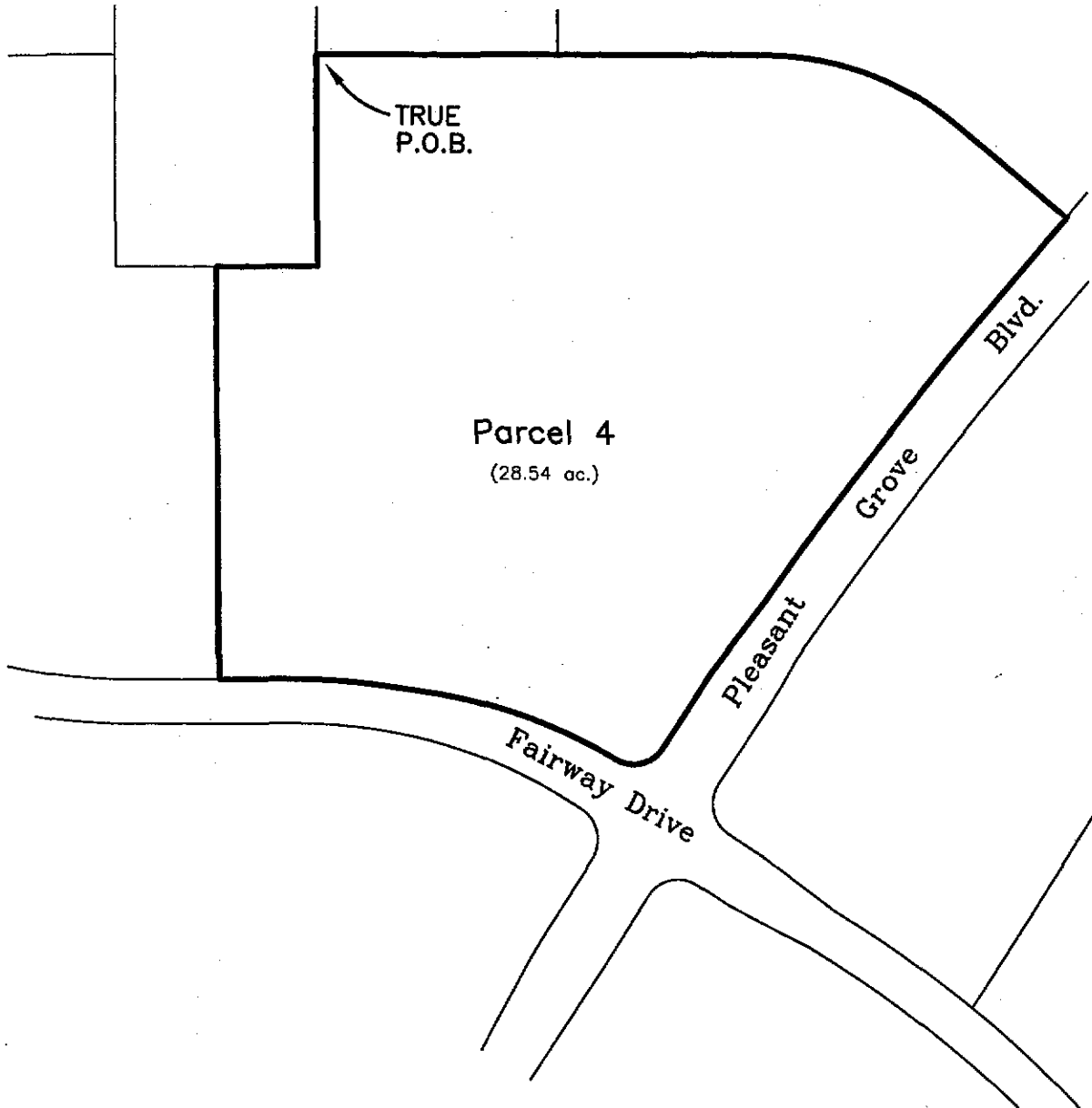
June 12, 1997

18119-20

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EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 4

PROPERTY DELINEATION



NORTH

Scale: 1"=300'

DISCLAIMER

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

MACKAY & SOMPS

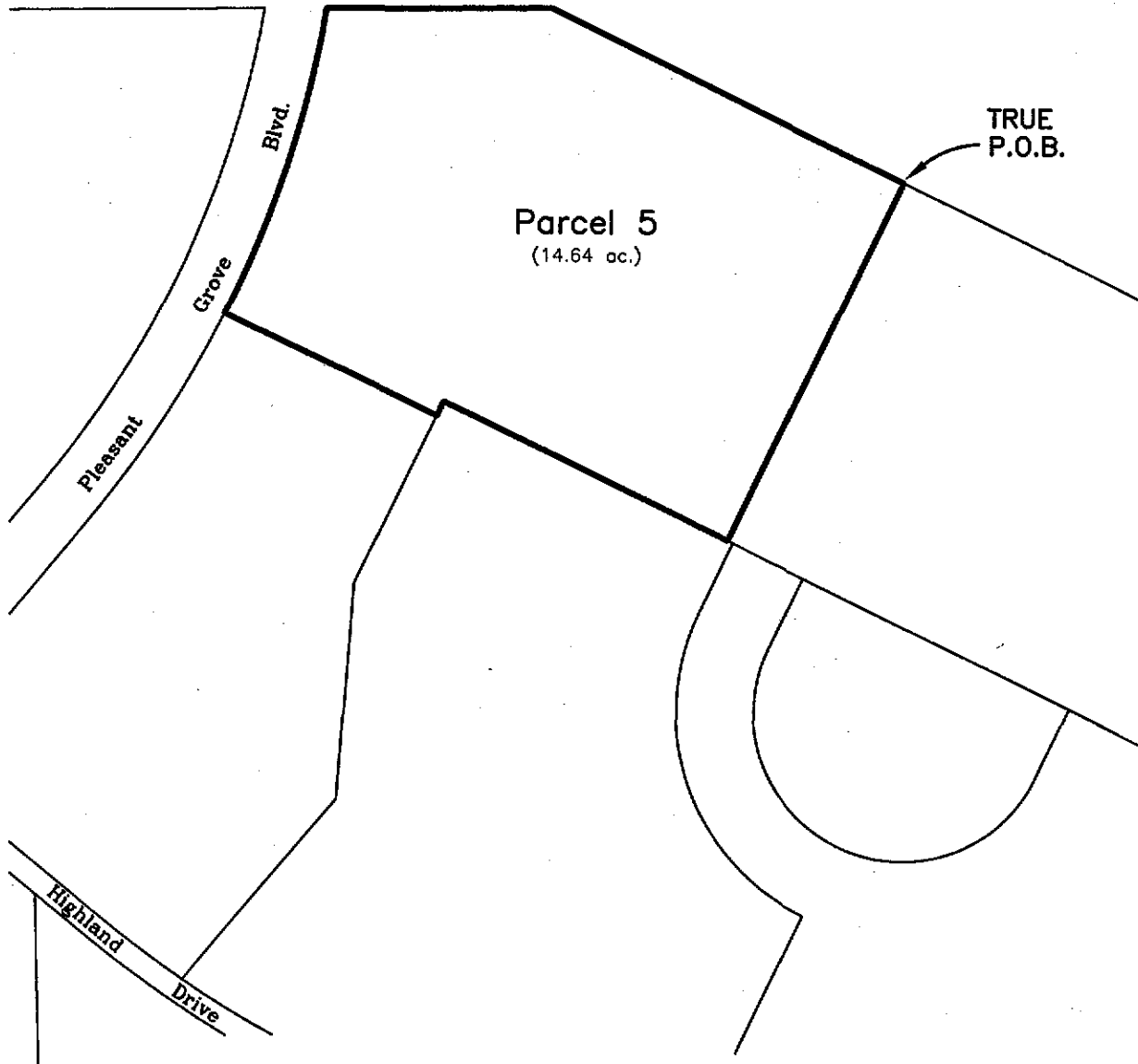
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June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 5

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1"=300'

MACKEY & SOMPS

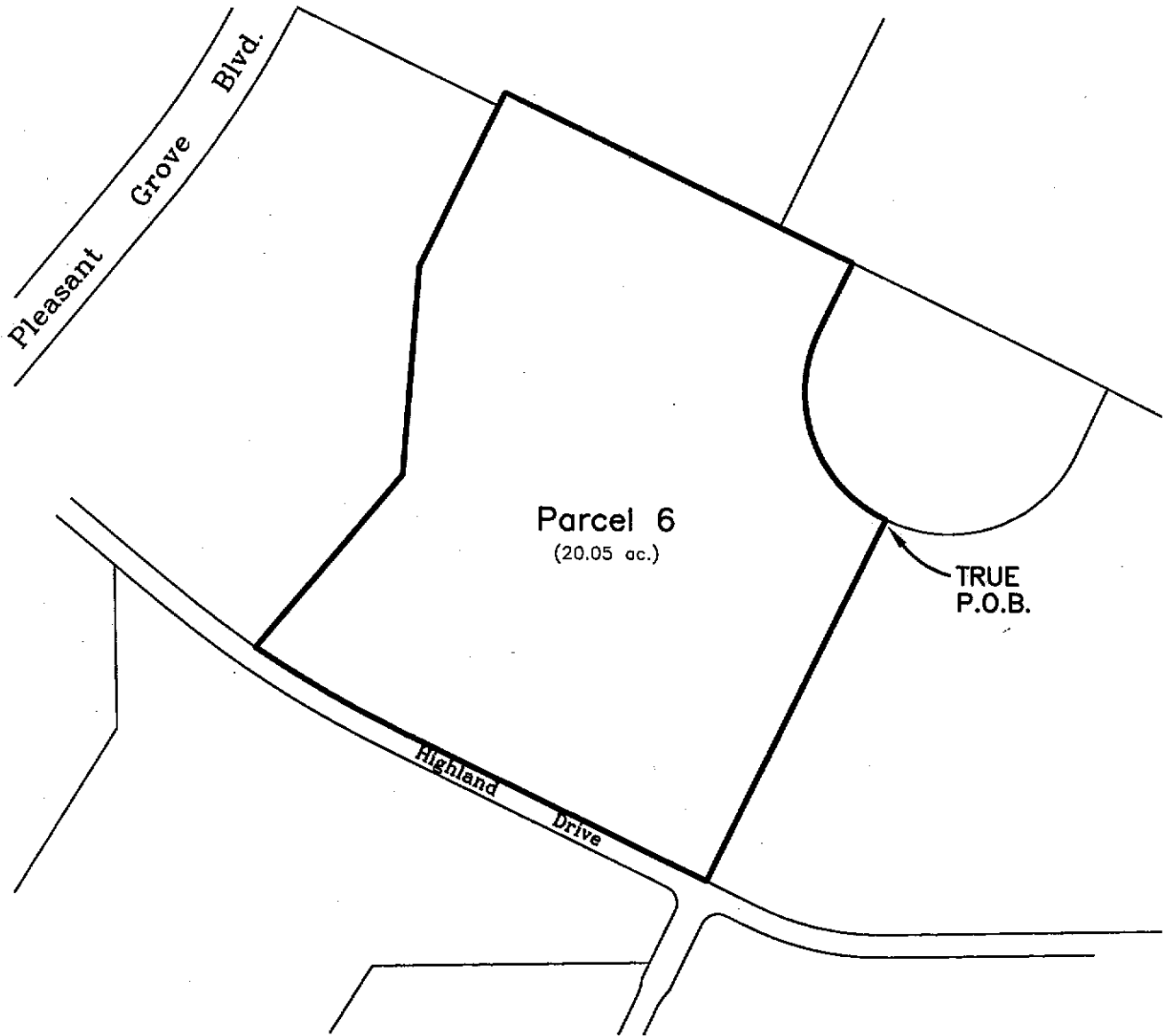
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 6

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1"=300'

MACKAY & SOMPS

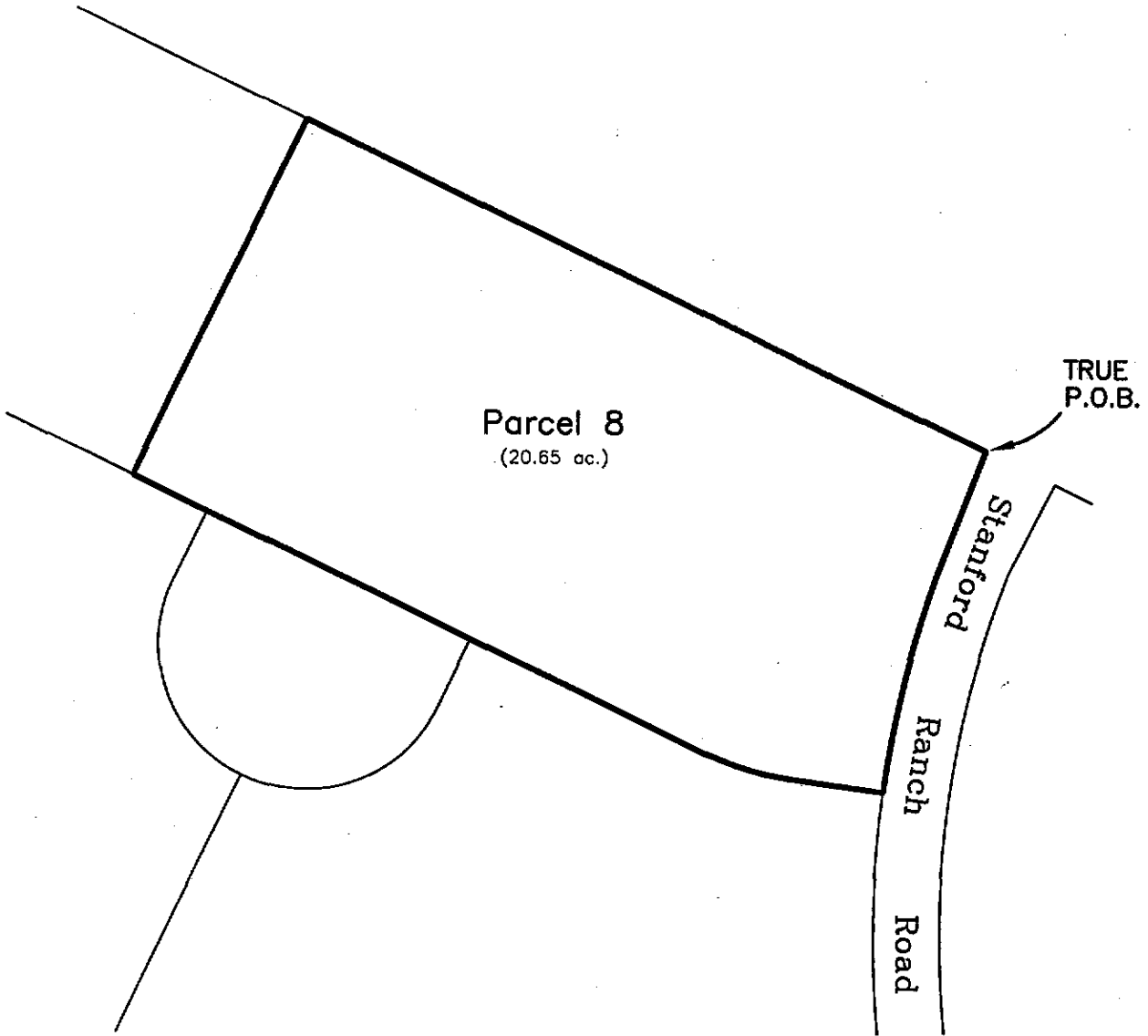
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 8

PROPERTY DELINEATION



NORTH

Scale: 1" = 300'

DISCLAIMER

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

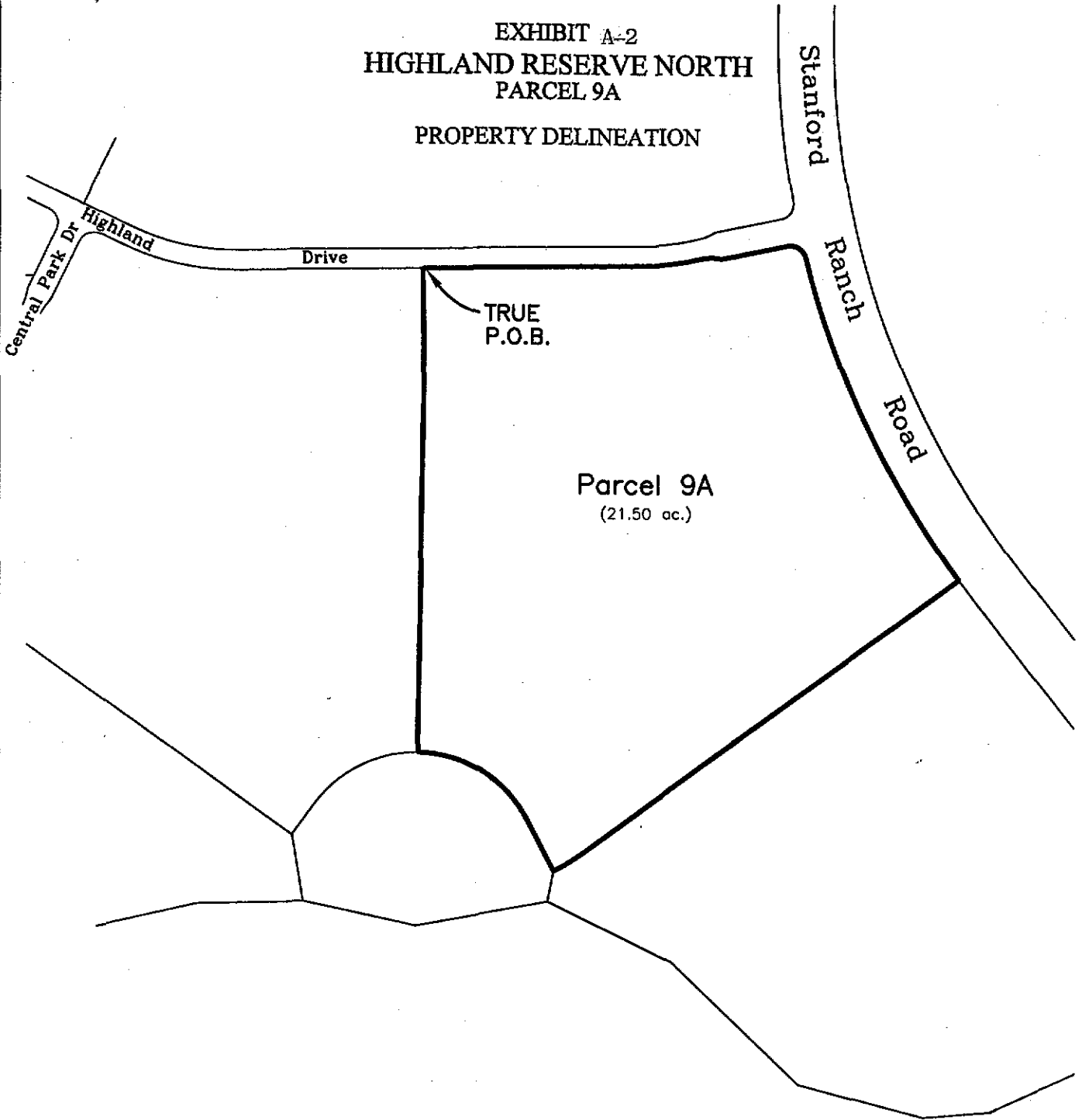
MACKAY & SOMPS
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 9A

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1"=300'

MACKAY & SOMPS

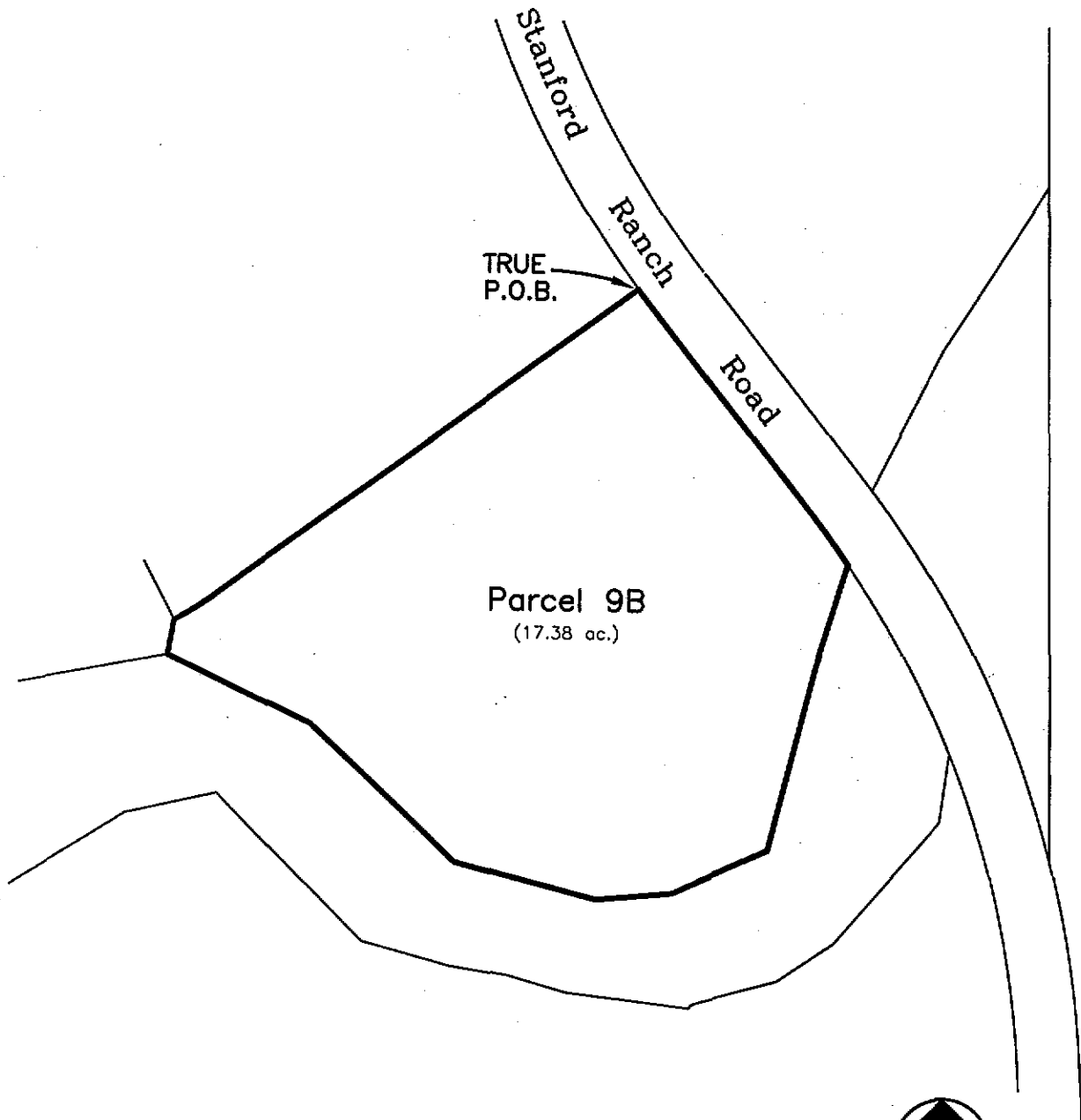
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 9B

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1"=300'

MACKAY & SOMPS

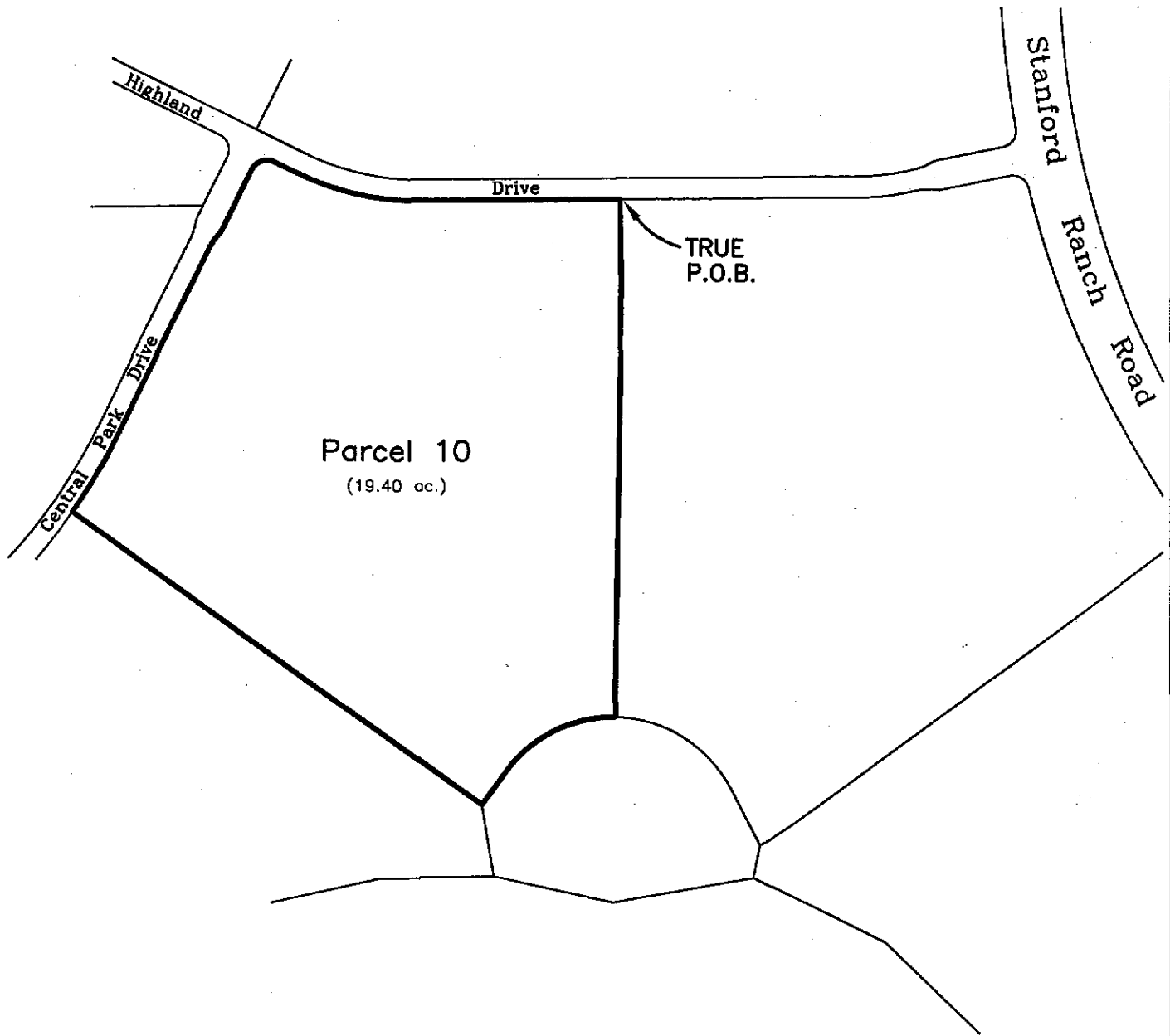
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 10

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1"=300'

MACKAY & SOMPS

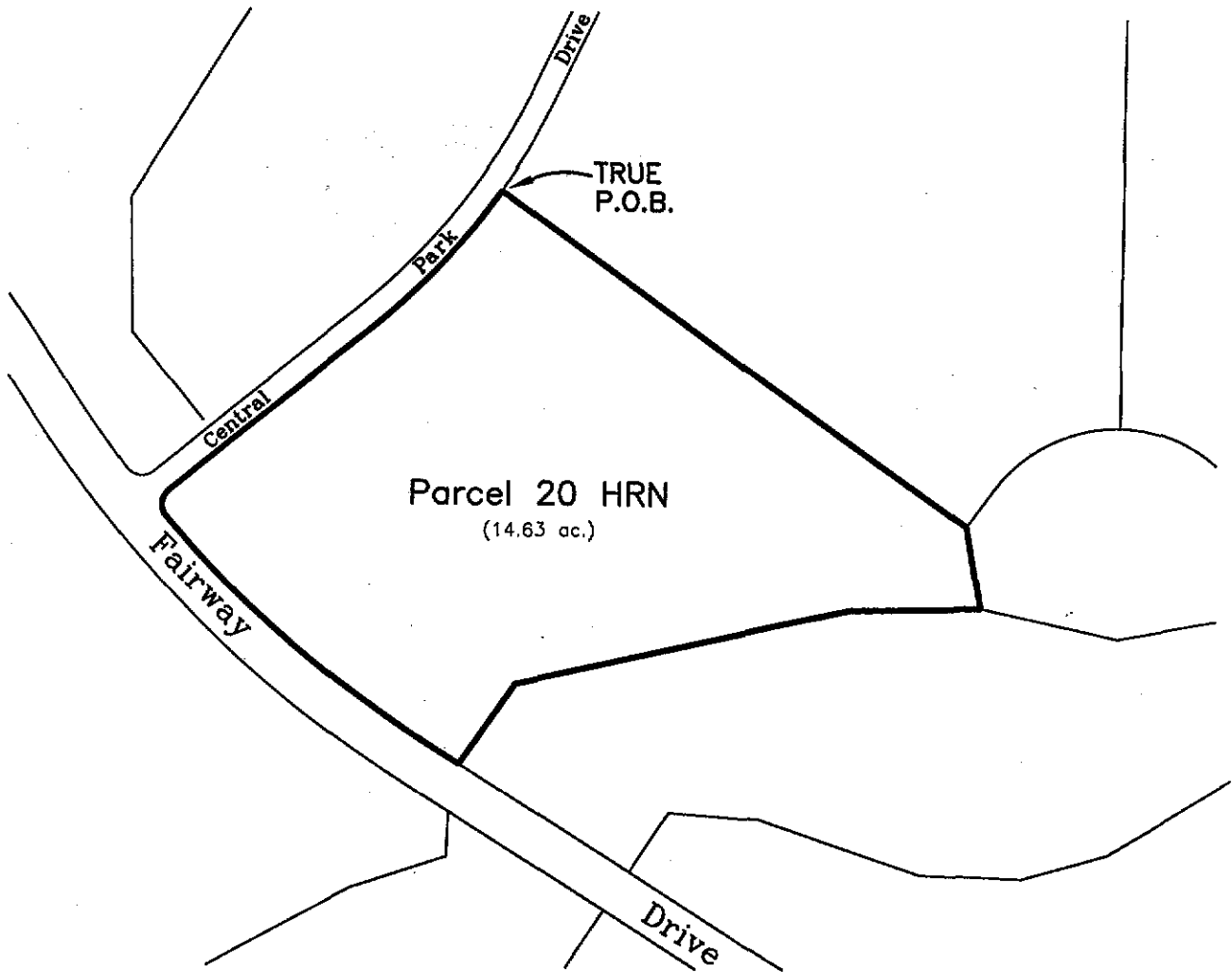
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 20

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1" = 300'

MACKAY & SOMPS

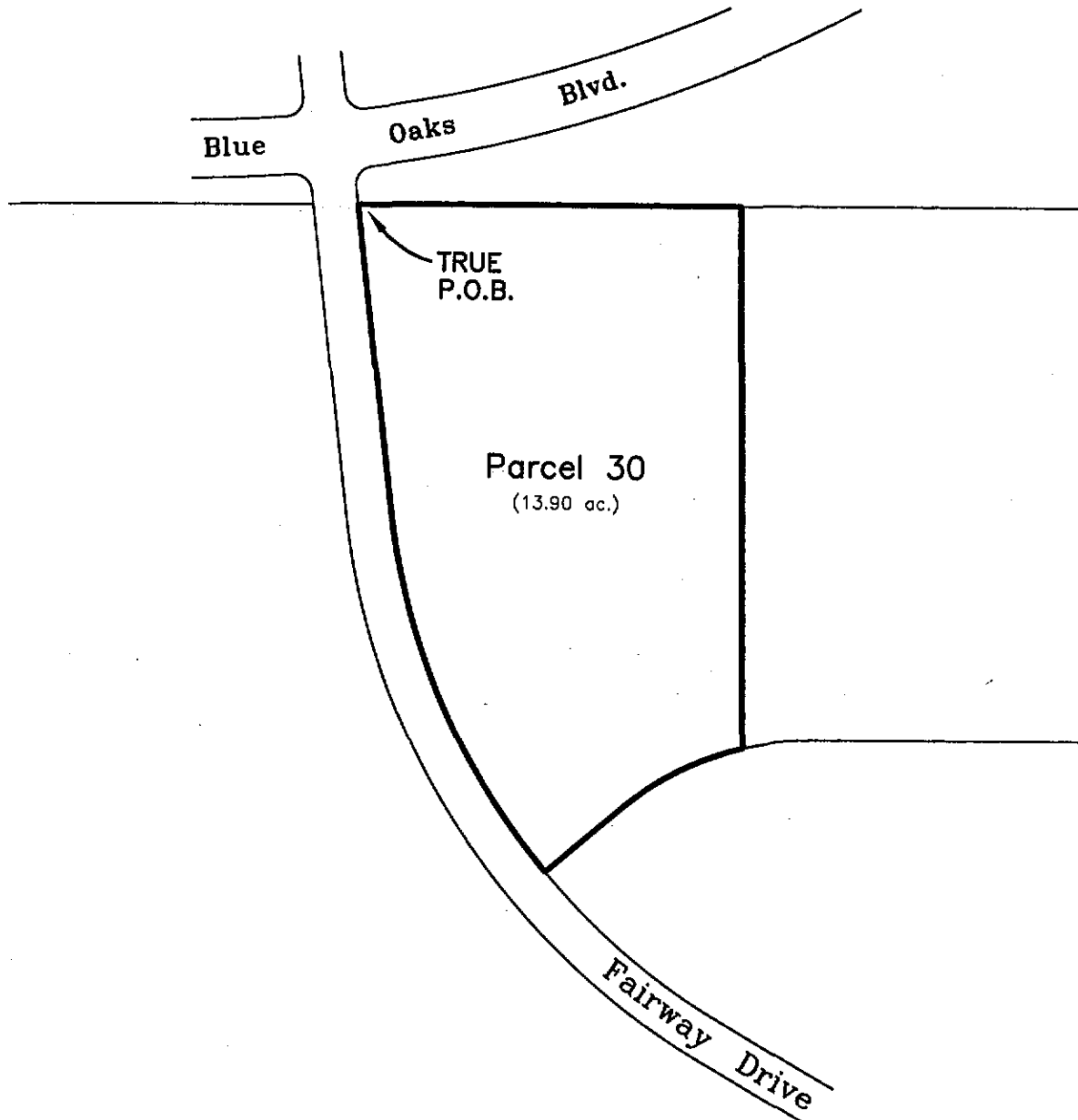
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 30

PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1"=300'

MACKAY & SOMPS

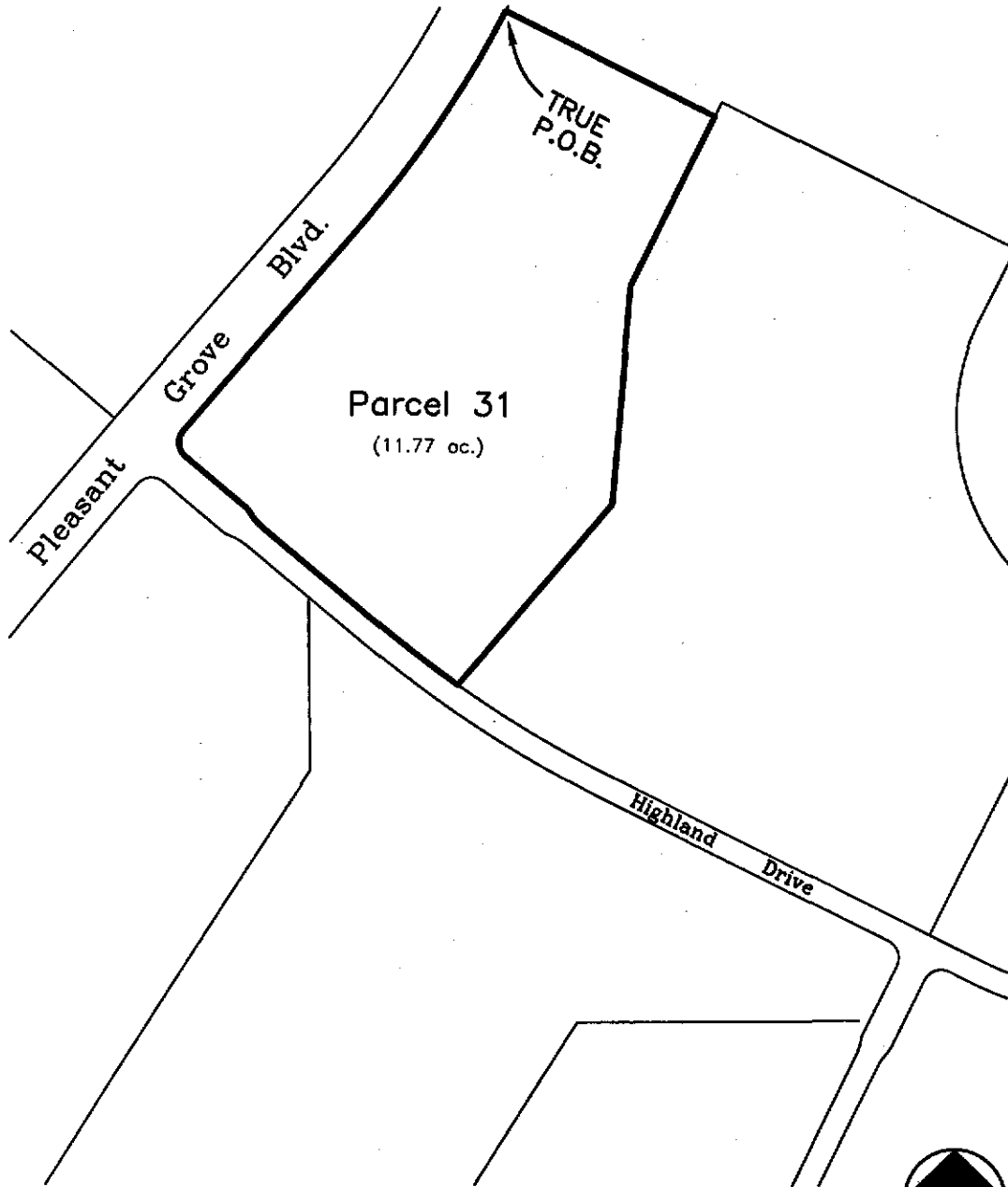
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 31

PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1"=300'

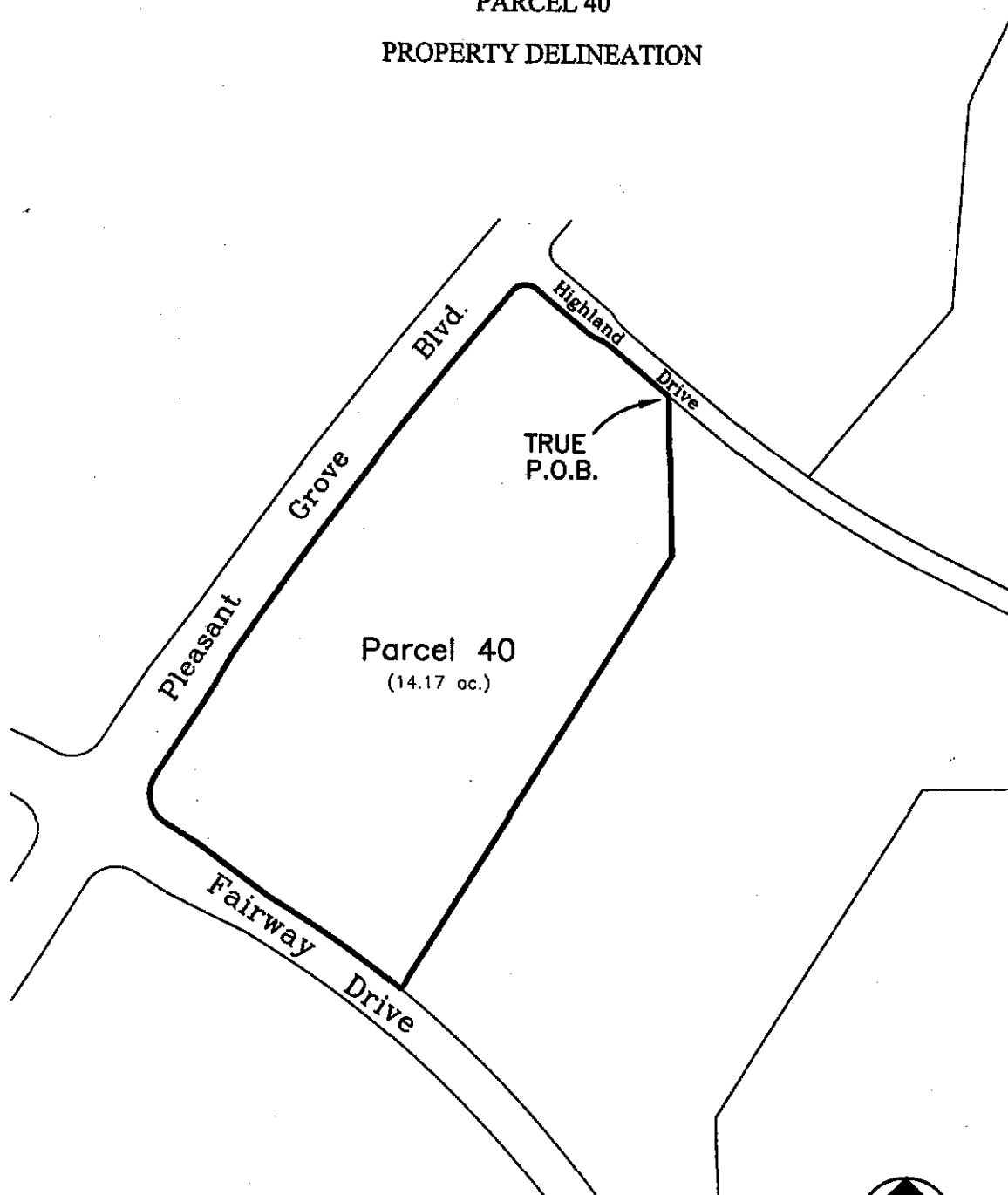
MACKAY & SOMPS
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 40

PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1"=300'

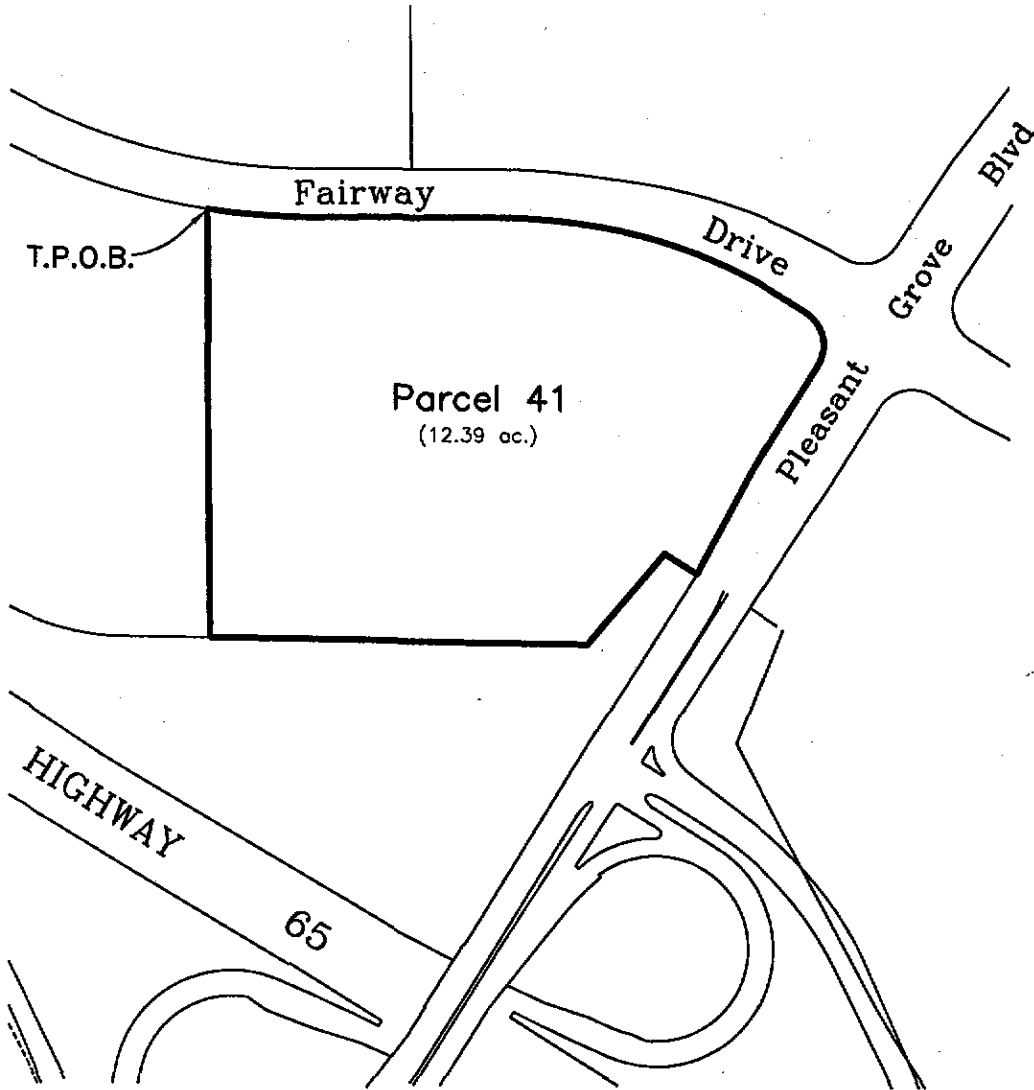
MACKEY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (918) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 41

PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1"=300'

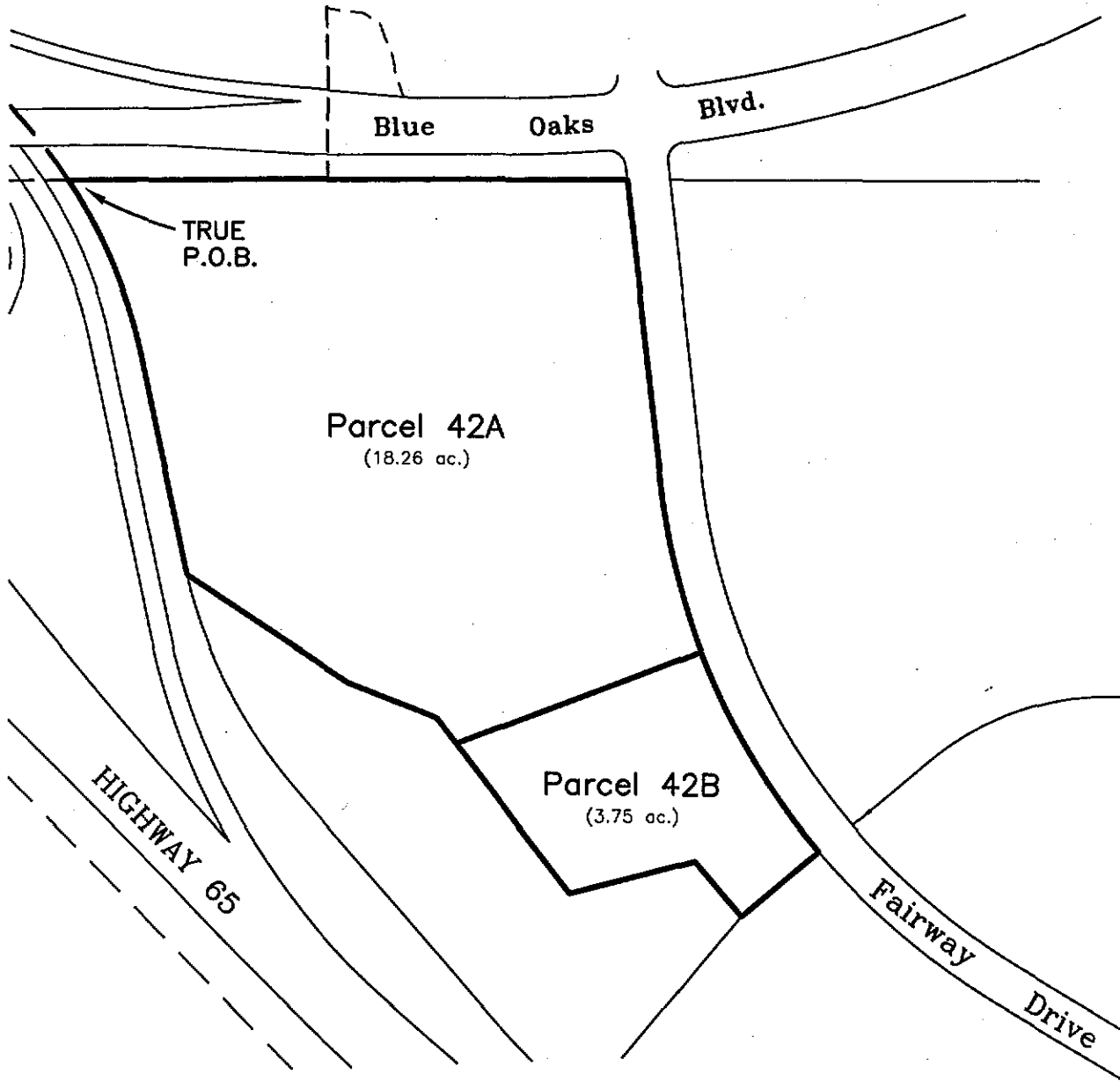
MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCELS 42A & 42B

PROPERTY DELINEATION



NORTH

Scale: 1"=300'

DISCLAIMER

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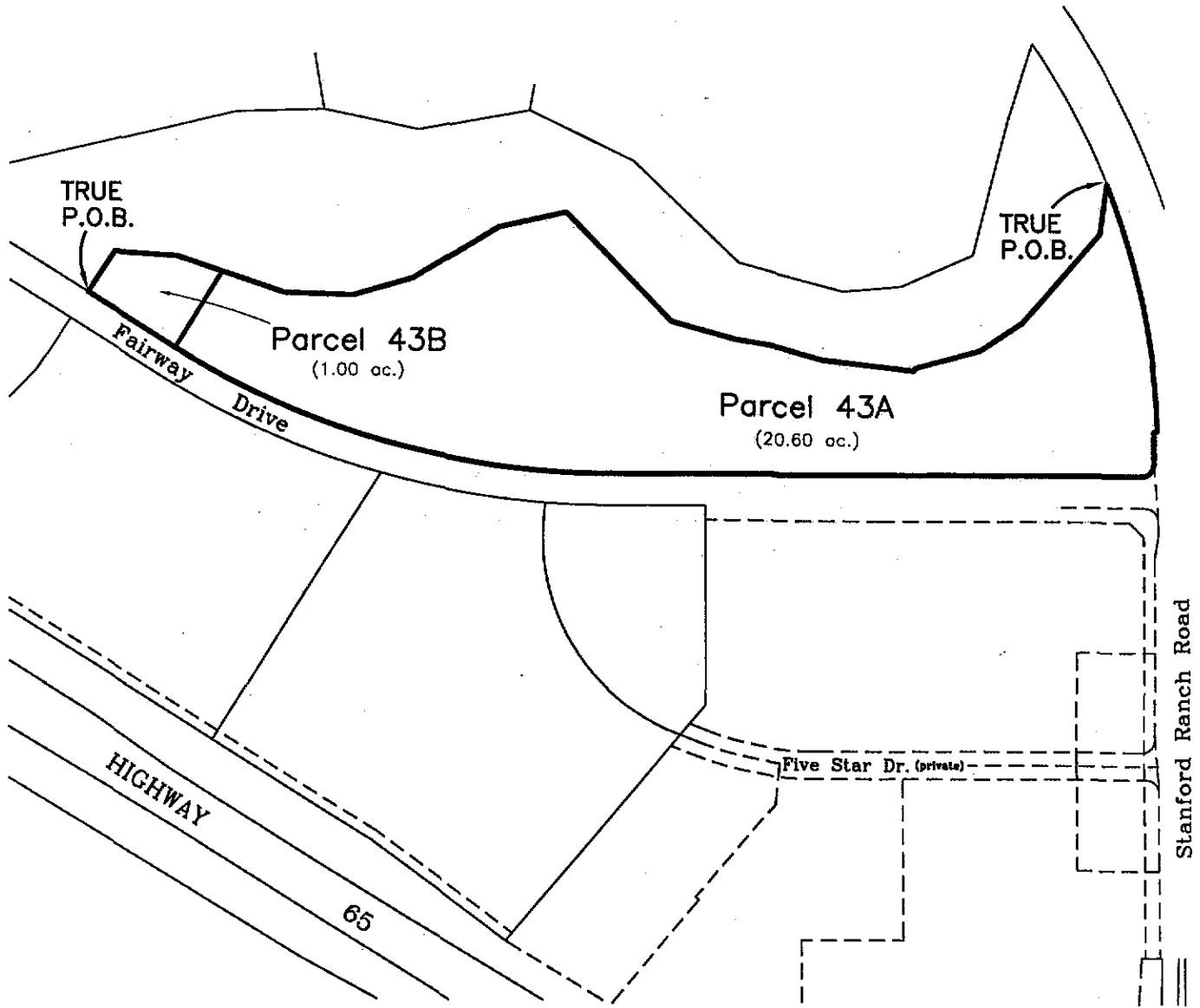
MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
 HIGHLAND RESERVE NORTH
 PARCELS 43A & 43B

PROPERTY DELINEATION



DISCLAIMER

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Scale: 1"=400'

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

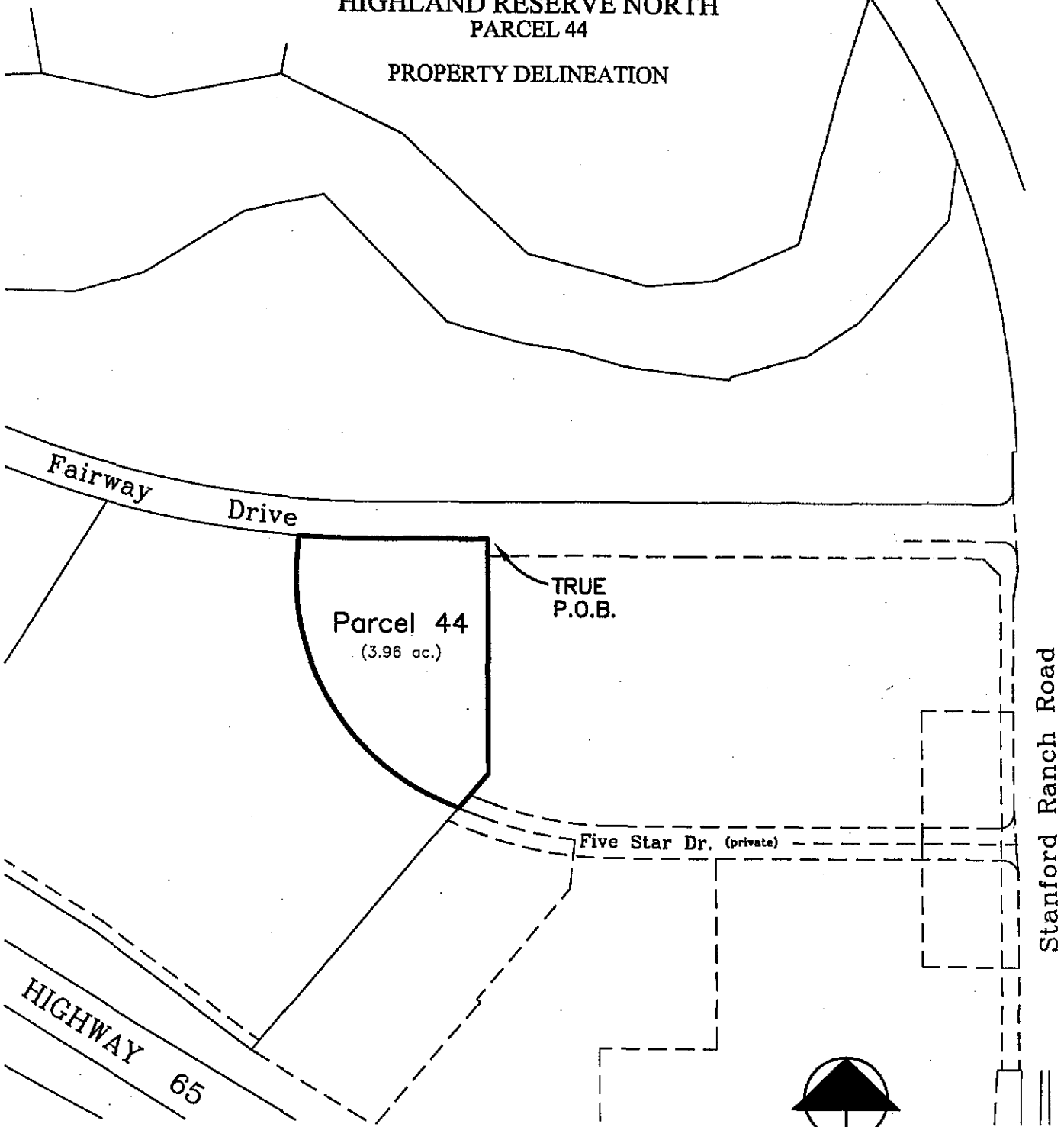
June 12, 1997

18119-20

6-10-1997 09:17:40 L:\18119\m\hnm-rz-10143 125

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 44

PROPERTY DELINEATION



DISCLAIMER

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



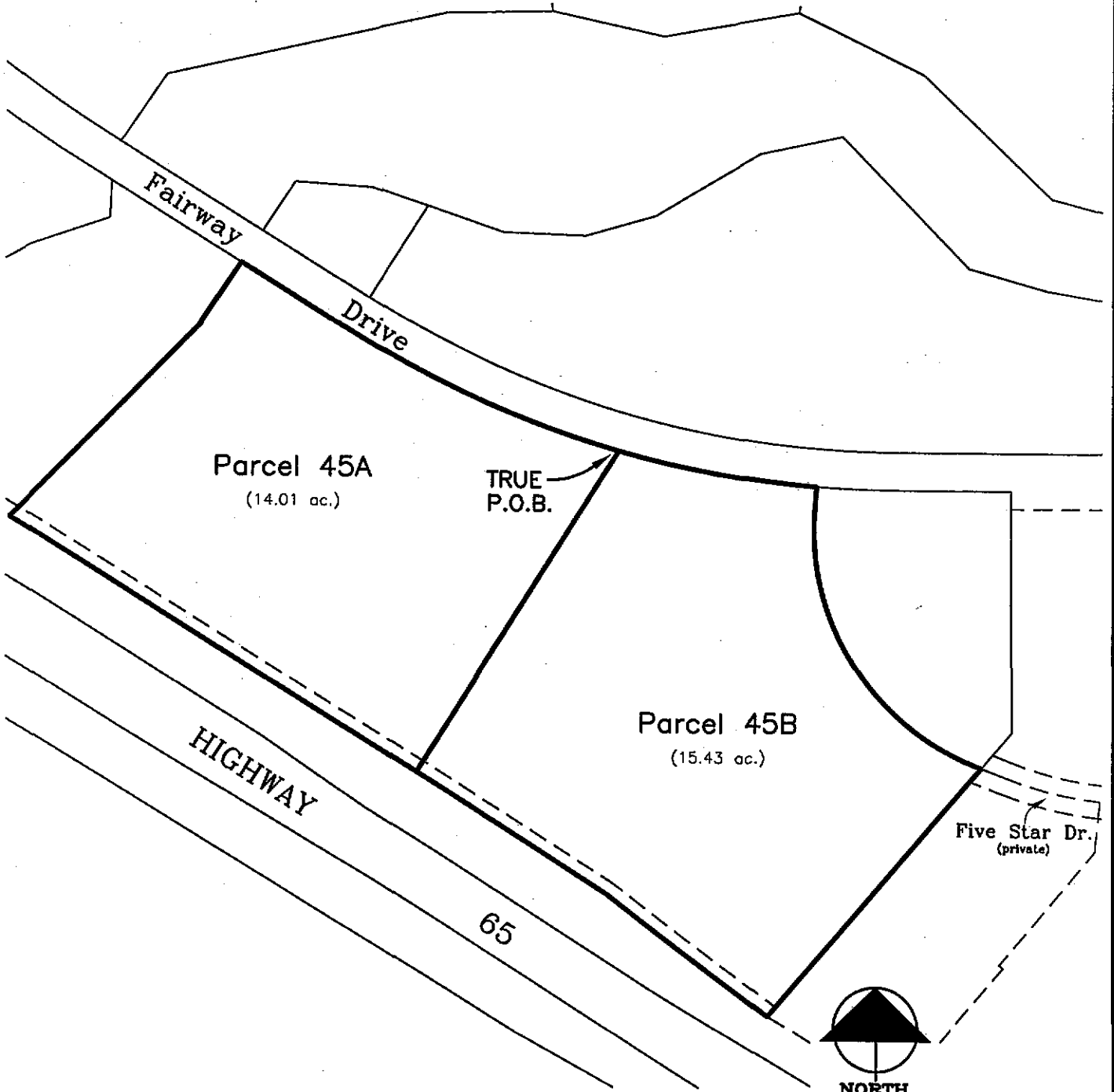
MACKAY & SOMPS
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCELS 45A & 45B

PROPERTY DELINEATION



DISCLAIMER

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

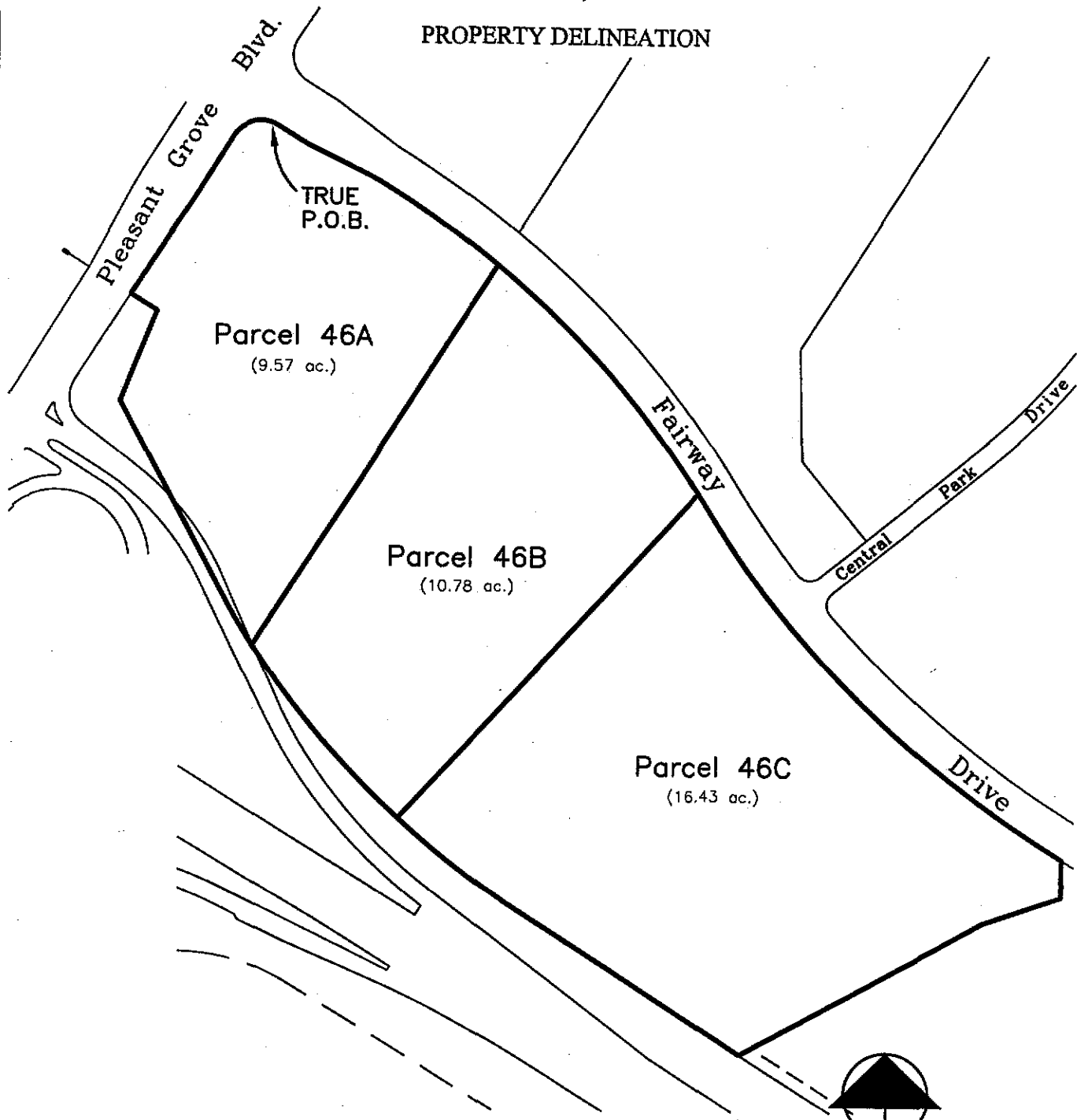
June 12, 1997

18119-20

6/11/97 16:27:46 I:\18119\rm\hrr-rz-laf45

EXHIBIT A-2
 HIGHLAND RESERVE NORTH
 PARCELS 46A, 46B & 46C

PROPERTY DELINEATION



Scale: 1" = 300'

DISCLAIMER

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

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

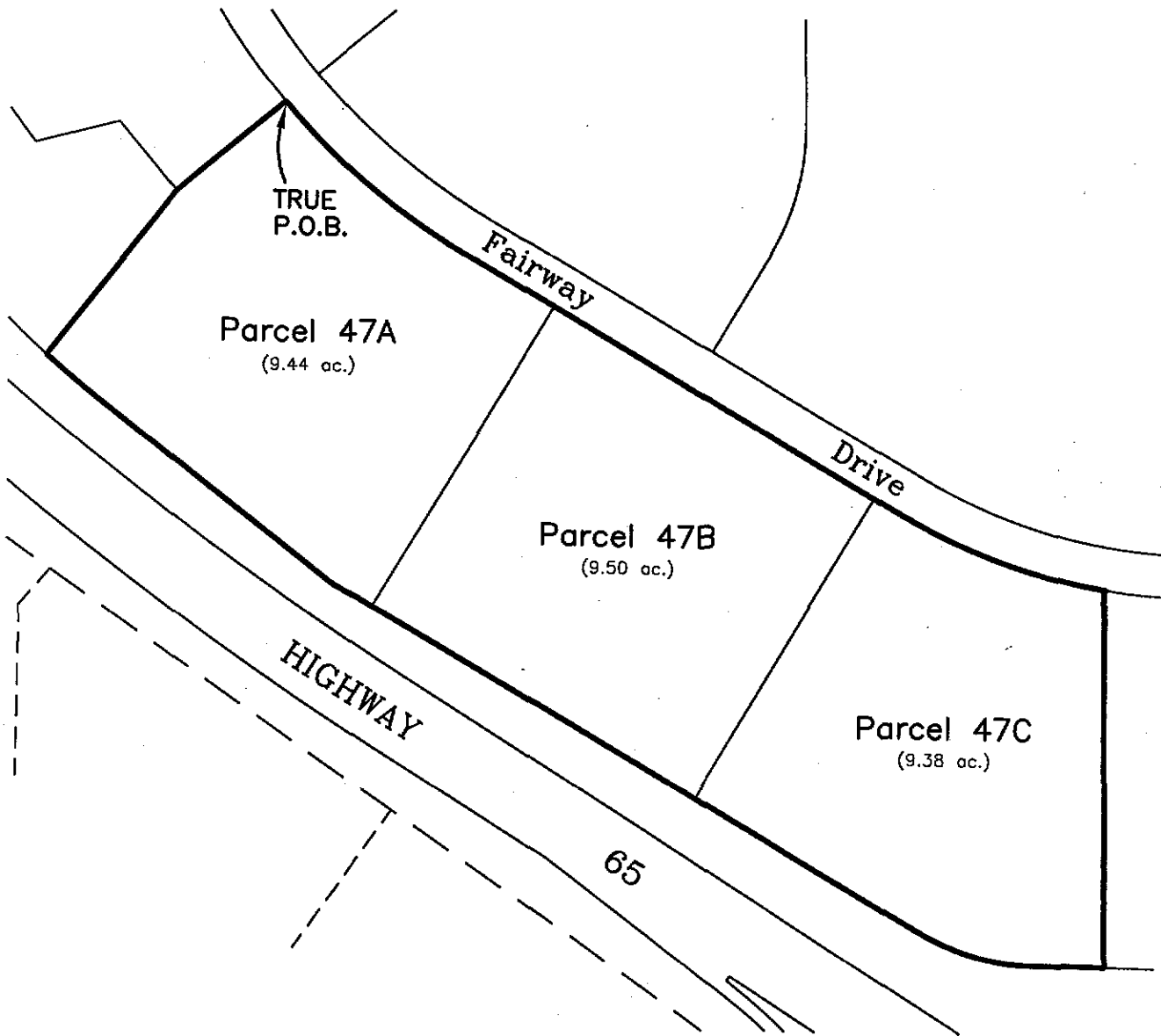
June 12, 1997

18119-20

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EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCELS 47A, 47B & 47C

PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1"=300'

MACKAY & SOMPS

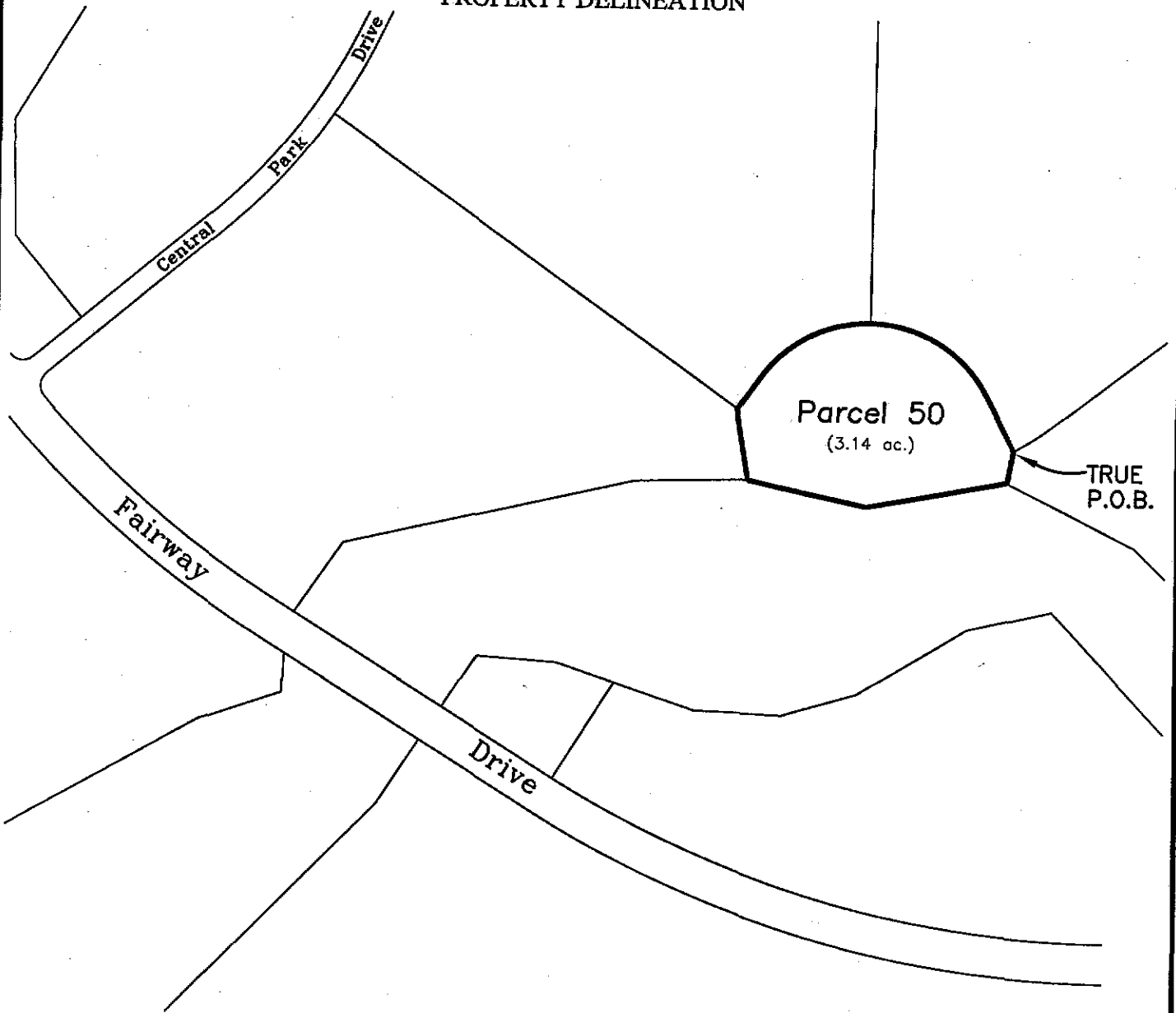
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 50

PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1"=300'

MACKAY & SOMPS

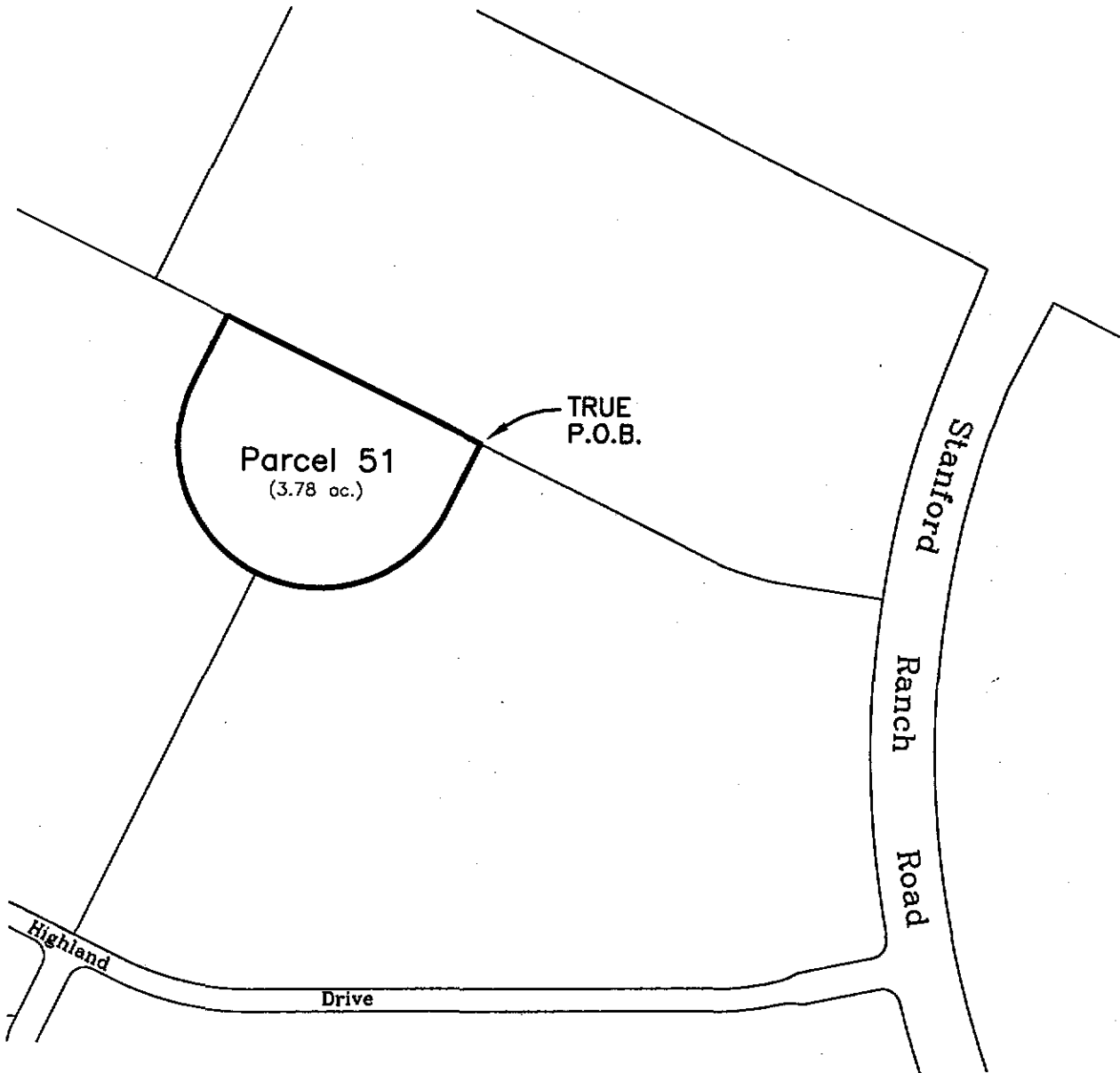
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 51

PROPERTY DELINEATION



NORTH
Scale: 1" = 300'

DISCLAIMER

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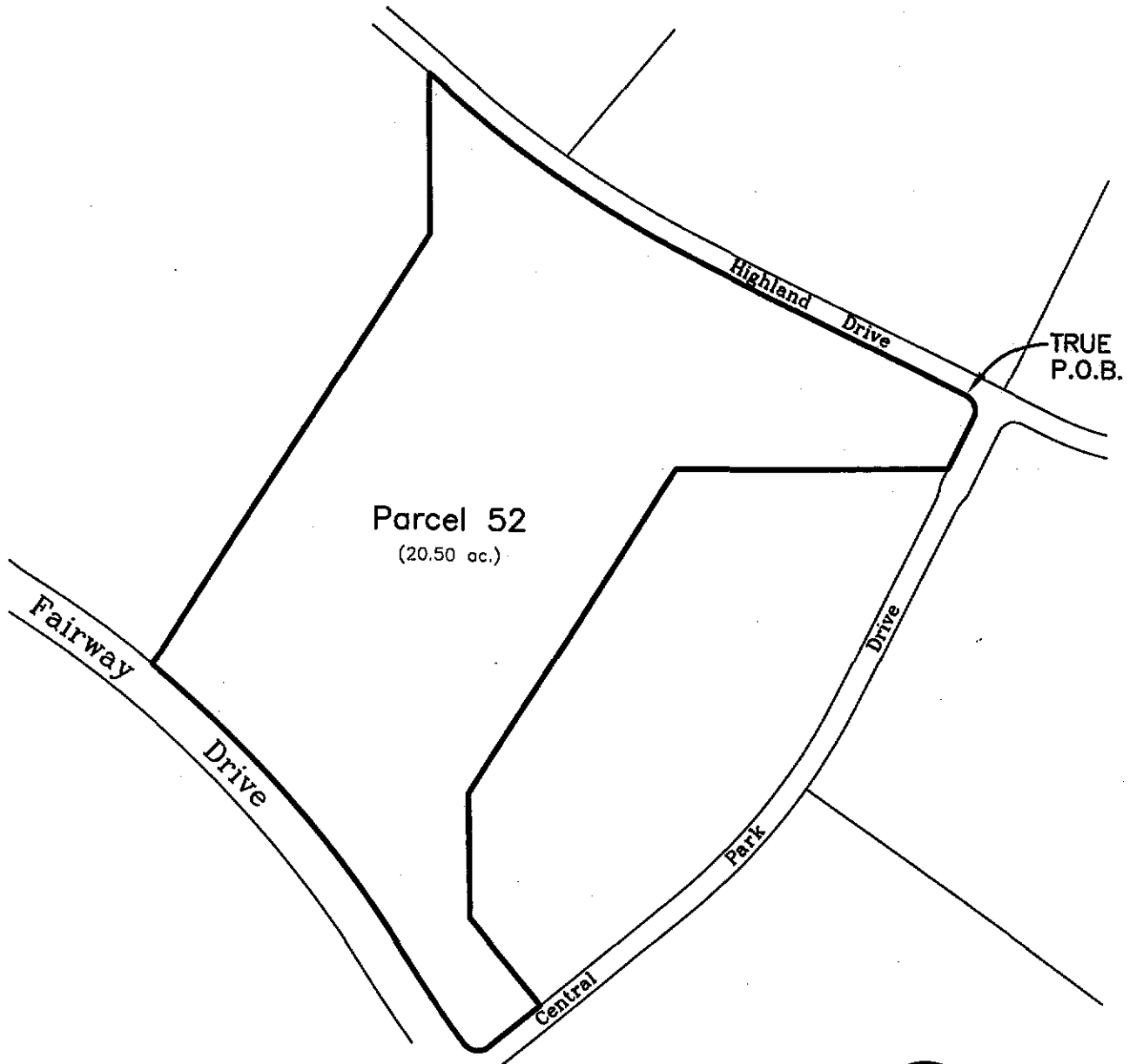
MACKAY & SOMPS
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 52

PROPERTY DELINEATION



NORTH

Scale: 1"=300'

DISCLAIMER

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MACKAY & SOMPS

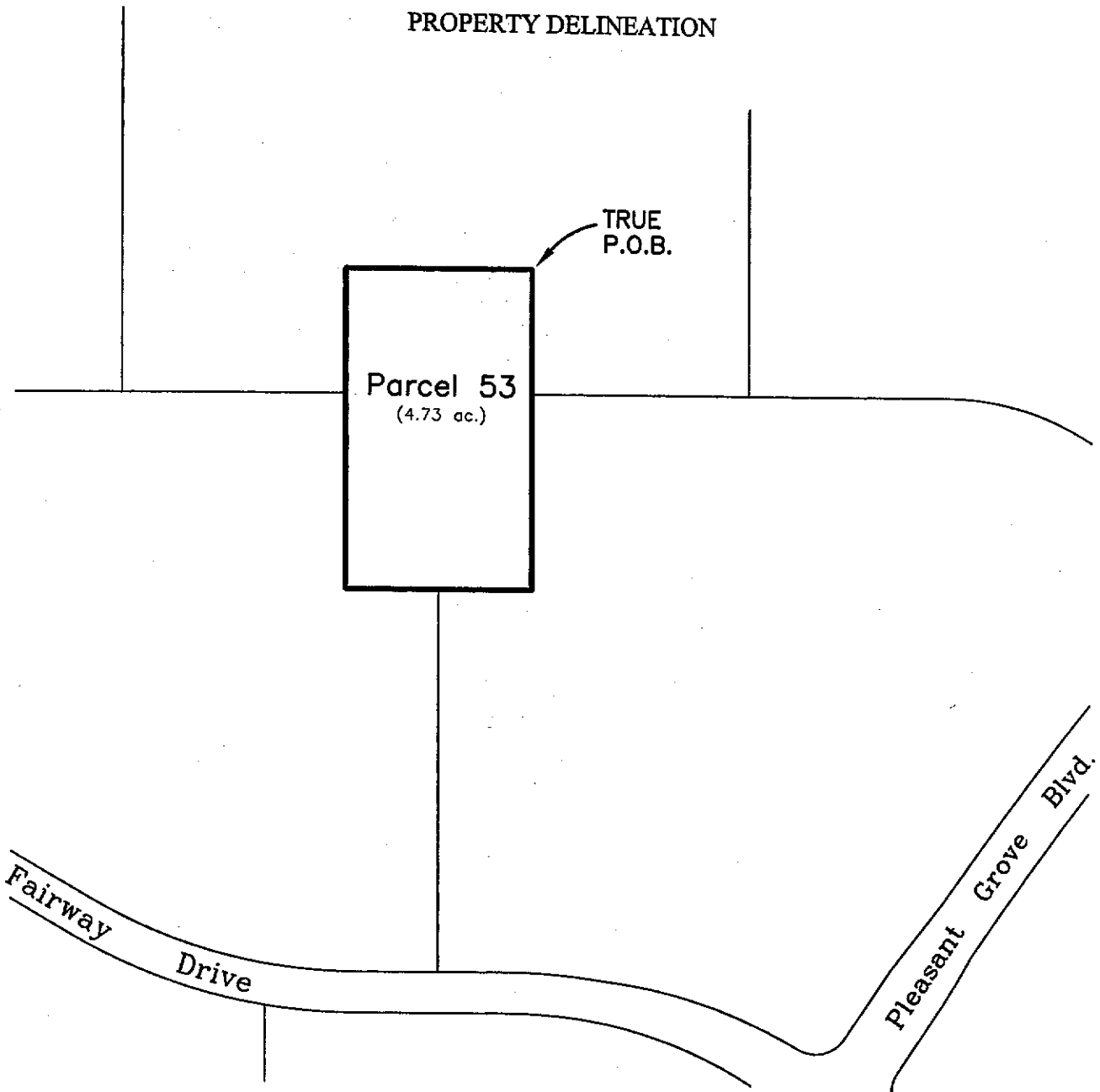
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 53

PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1"=300'

MACKAY & SOMPS

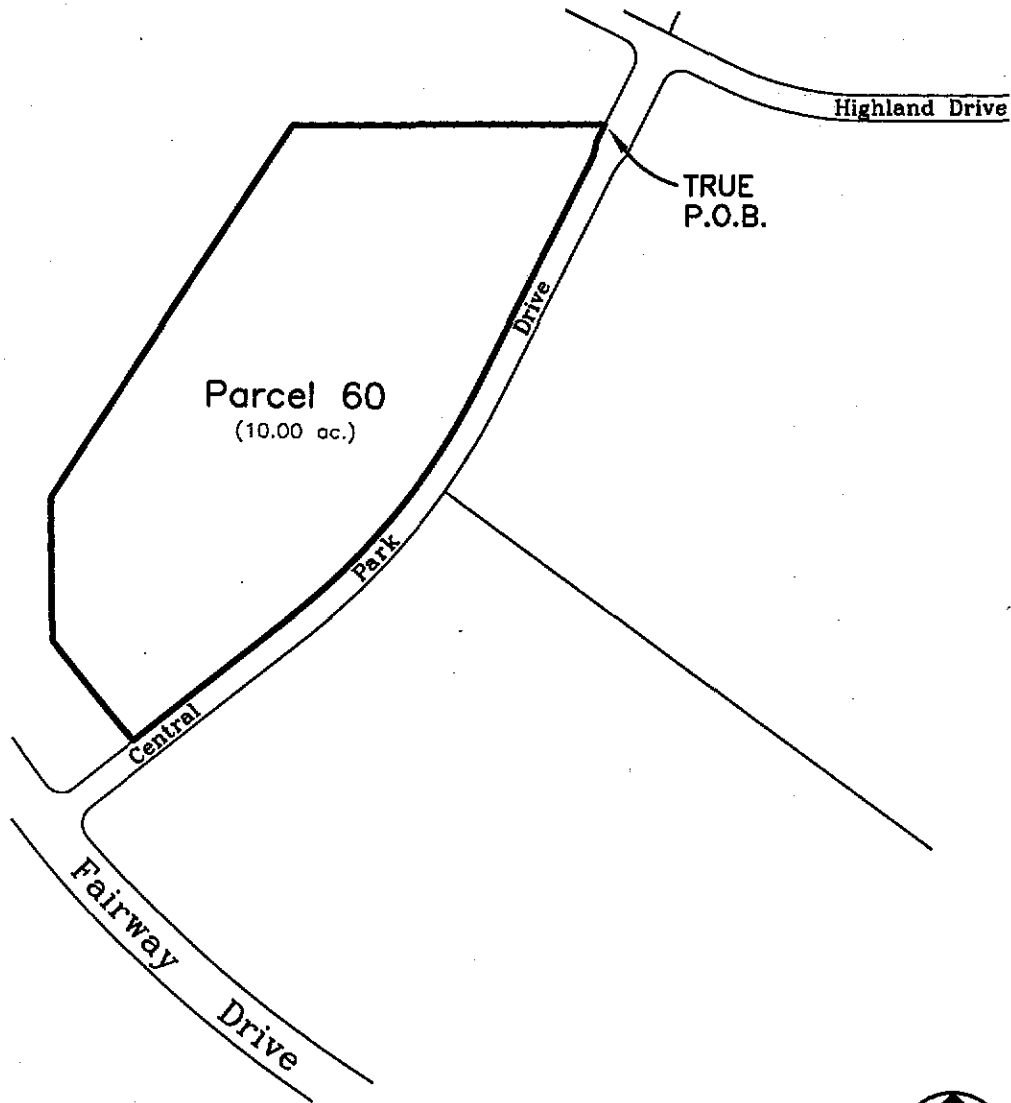
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 60

PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1"=300'

MACKAY & SOMPS

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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 61

PROPERTY DELINEATION

TRUE
P.O.B.

Parcel 61
(36.55 ac.)

Stanford
Ranch
Road

DISCLAIMER

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NORTH
Scale: 1"=300'

MACKEY & SOMPS
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 70

PROPERTY DELINEATION

Stanford
Ranch Road

TRUE
P.O.B.

Parcel 70
(4.05 ac.)



NORTH

Scale: 1"=300'

DISCLAIMER

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

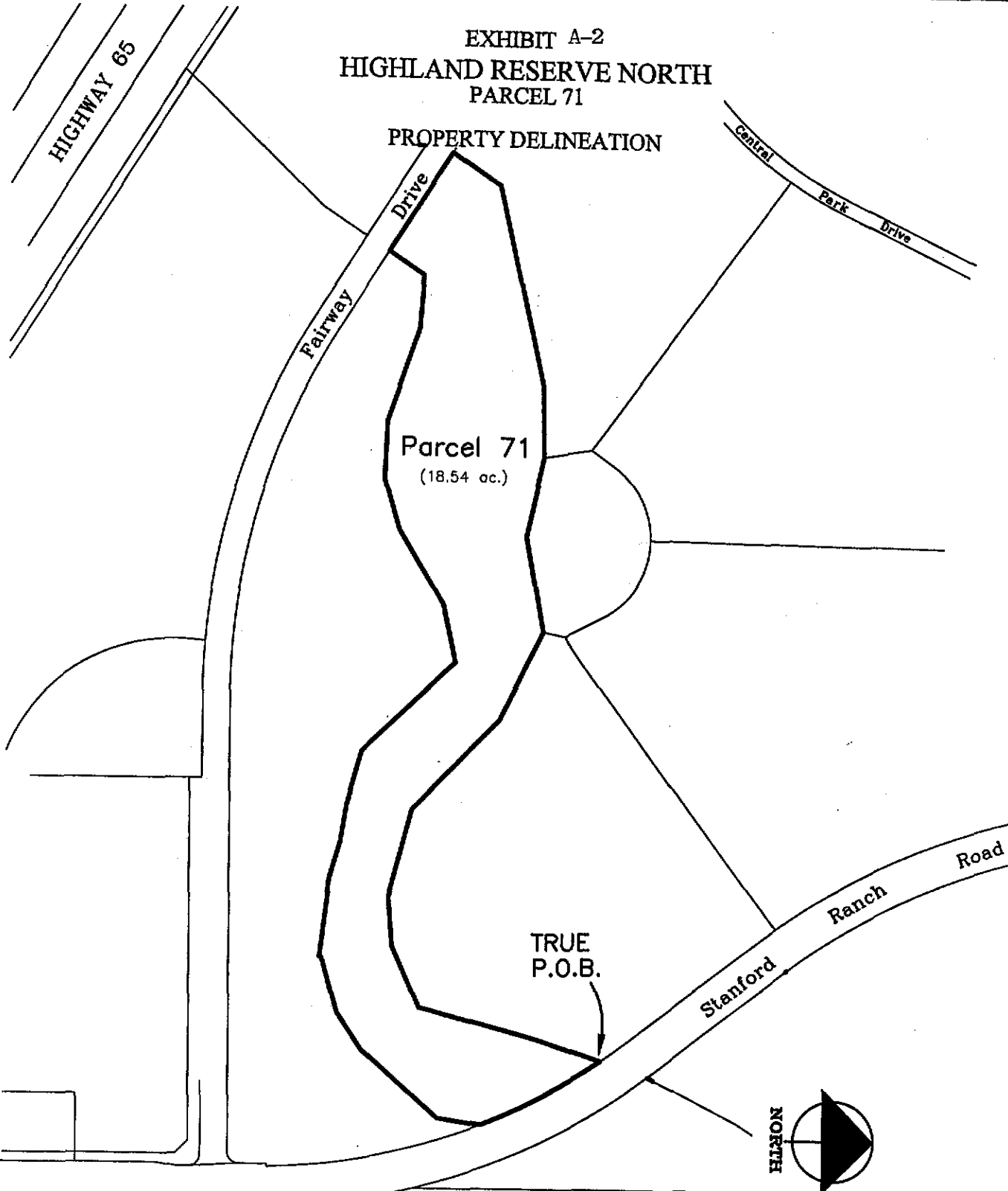
June 12, 1997

18119-20

18 1997 08:08:44 L:\18119\cm\hrm-rz-let70

EXHIBIT A-2
 HIGHLAND RESERVE NORTH
 PARCEL 71

PROPERTY DELINEATION



Parcel 71
 (18.54 ac.)

TRUE
 P.O.B.



Scale: 1"=400'

DISCLAIMER

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

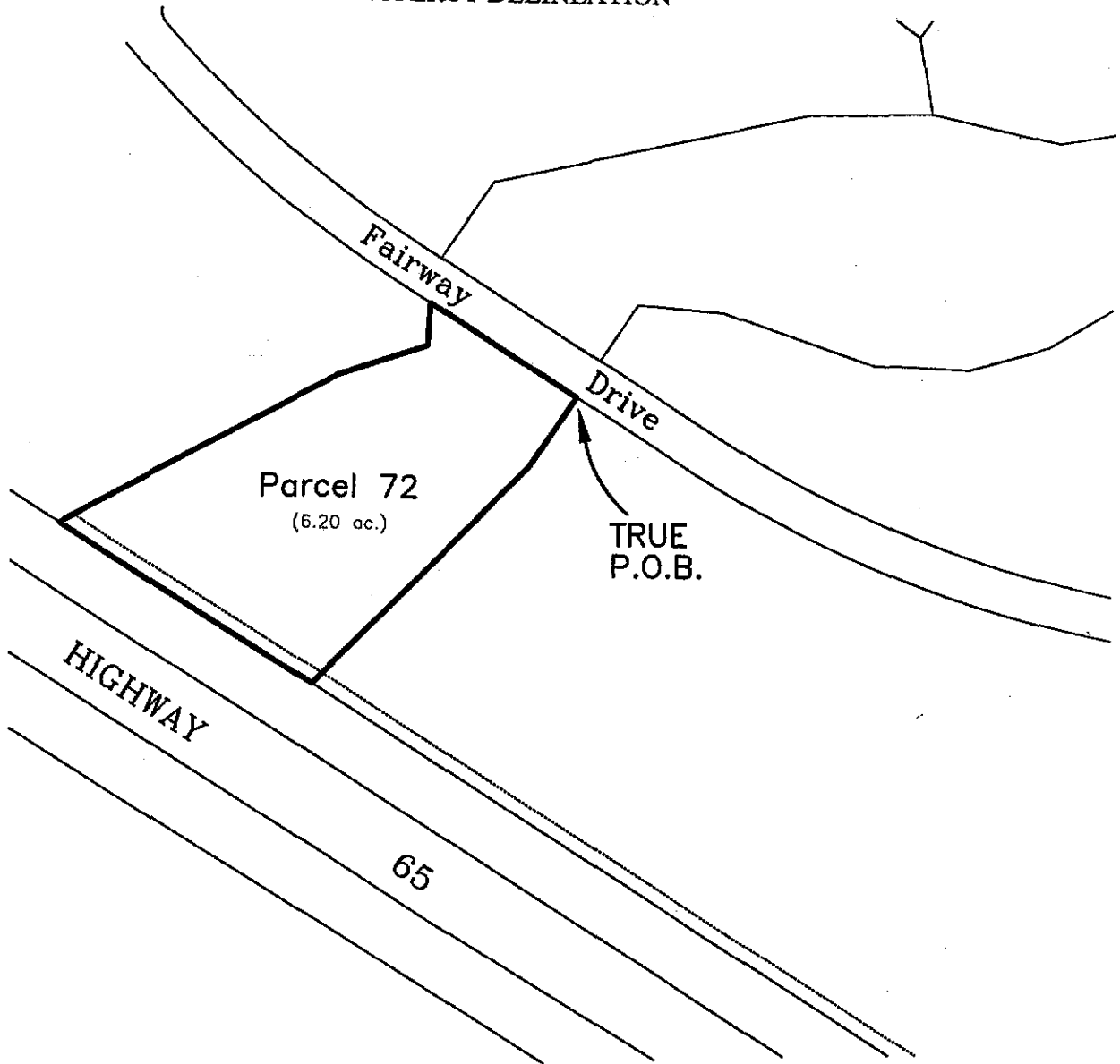
June 12, 1997

18119-20

18-1997 09-06-98 1118119\m\m-20-18171

EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 72

PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1" = 300'

MACKAY & SOMPS

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

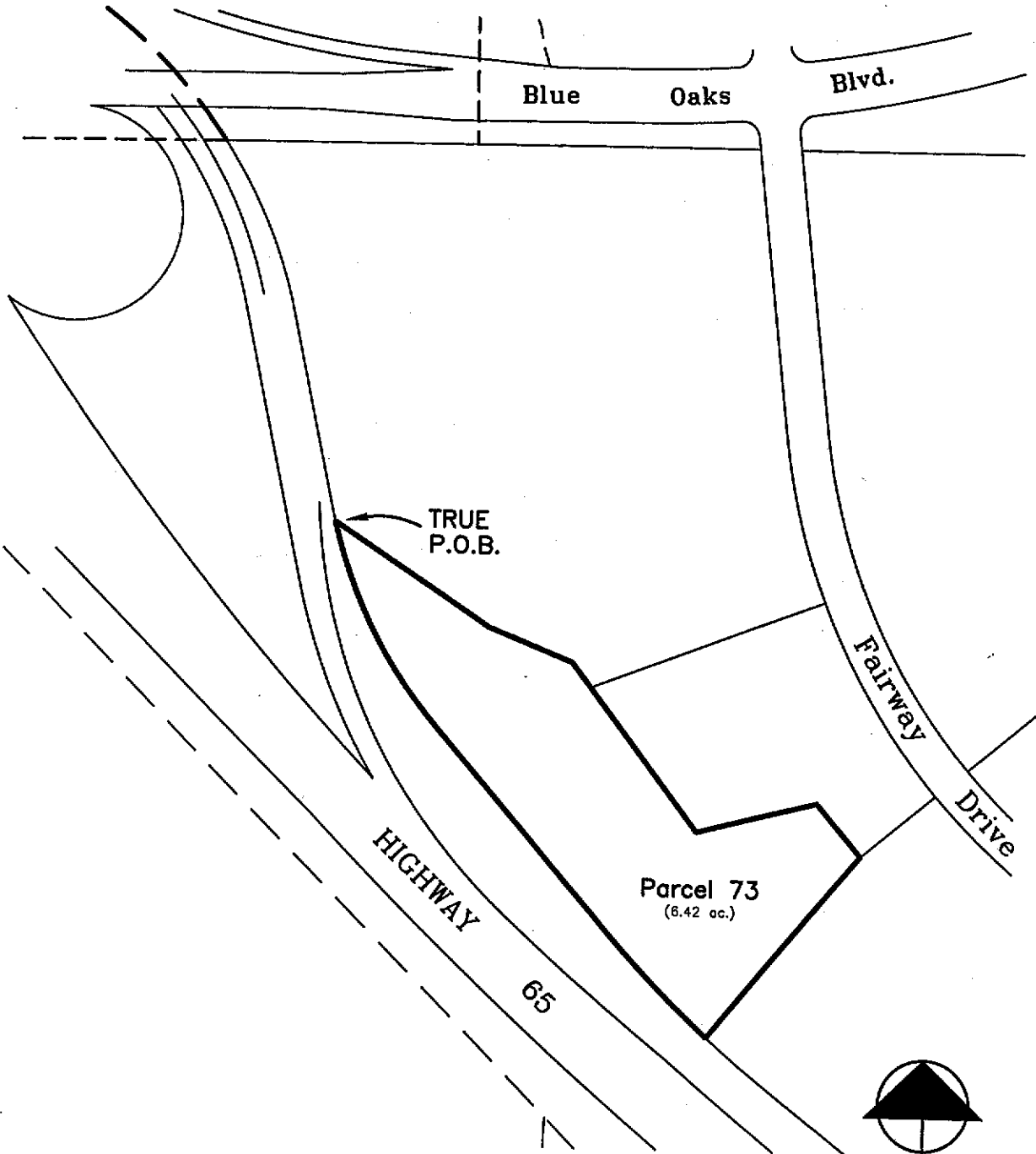
June 12, 1997

18119-20

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EXHIBIT A-2
HIGHLAND RESERVE NORTH
PARCEL 73

PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1"=300'

MACKEY & SOMPS

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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997

18119-20

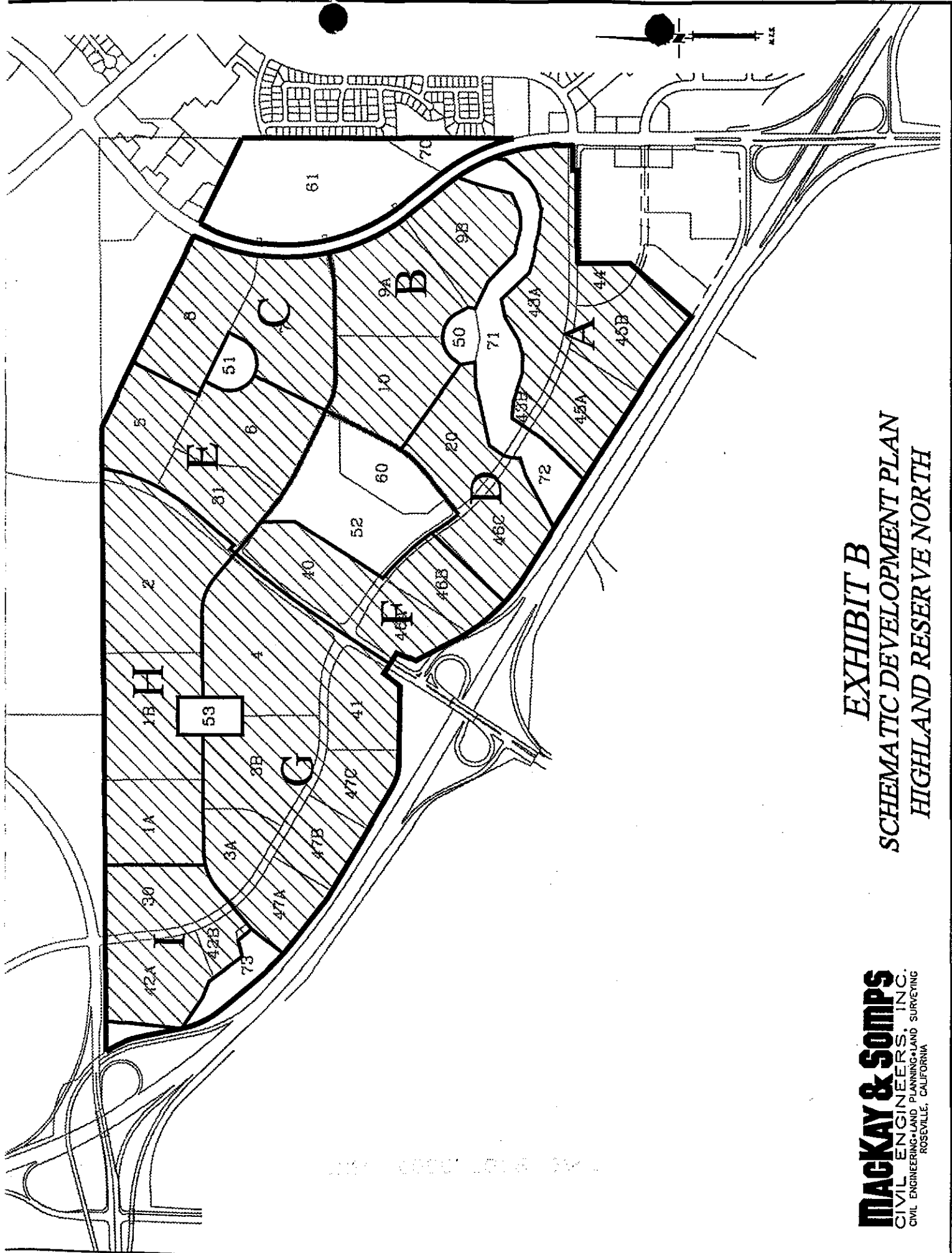


EXHIBIT B
SCHEMATIC DEVELOPMENT PLAN
HIGHLAND RESERVE NORTH

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

Parcel No.	Land Use ⁽¹⁾	Acreage ⁽²⁾	Density	D.U.
1A	LDR	16.70	4.75	79
1B	LDR	22.75	4.75	108
2	LDR	31.77	4.75	151
3A	LDR	9.41	4.75	44
3B	LDR	18.90	4.75	89
4	LDR	28.54	4.75	135
5	LDR	14.64	4.50	65
6	LDR	20.05	4.20	83
7	LDR	22.27	4.40	98
8	LDR	20.65	4.60	94
9A	LDR	21.50	4.85	104
9B	LDR	17.38	2.90	50
10	LDR	19.40	4.40	85
LDR sub-total		263.98		1,183
20	MDR	14.63	8.00	117
30	HDR	13.90	18.00	250
31	HDR	11.77	18.70	220
total residential		304.26		1,770
40	CC	14.17		
41	CC	12.39		
42A	CC	18.26		
42B	CC	3.75		
43A	CC	20.60		
43B	CC	1.00		
44	CC	3.98		
45A	CC	14.01		
45B	CC	15.43		
46A	CC	9.57		
46B	CC	10.78		
46C	CC	16.43		
47A	CC	9.44		
47B	CC	9.50		
47C	CC	9.38		
sub-total		168.67		
50	Park	3.14		
51	Park	3.78		
52	Park	20.50		
53	Park	4.73		
sub-total		32.15		
60	School	10.00		
61	P/QP	36.55		
sub-total		46.55		
70	OS	4.05		
71	OS	18.54		
72	OS	6.20		
73	OS	6.42		
sub-total		35.21		
Pleasant Grove Blvd.		7.66		
Fairway Dr.		16.18		
Highland Dr.		2.89		
Central Park Dr.		1.47		
sub-total		28.20		
total		615.04 ⁽³⁾		

Notes:

- (1) Stanford Ranch Road is illustrated within the Plan Area boundaries, however, the road area (9.29 ± ac.) is already dedicated right-of-way and is excluded from the Land Use Tables.
- (2) Listed acreages for Parcels 1-73 are gross acres, and include adjacent landscape corridors and entry street stubs.
- (3) Total site area per final map is 615.035 ac. (Book R of Maps, page 24).

EXHIBIT C
TABLE OF LAND USES
HIGHLAND RESERVE NORTH

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

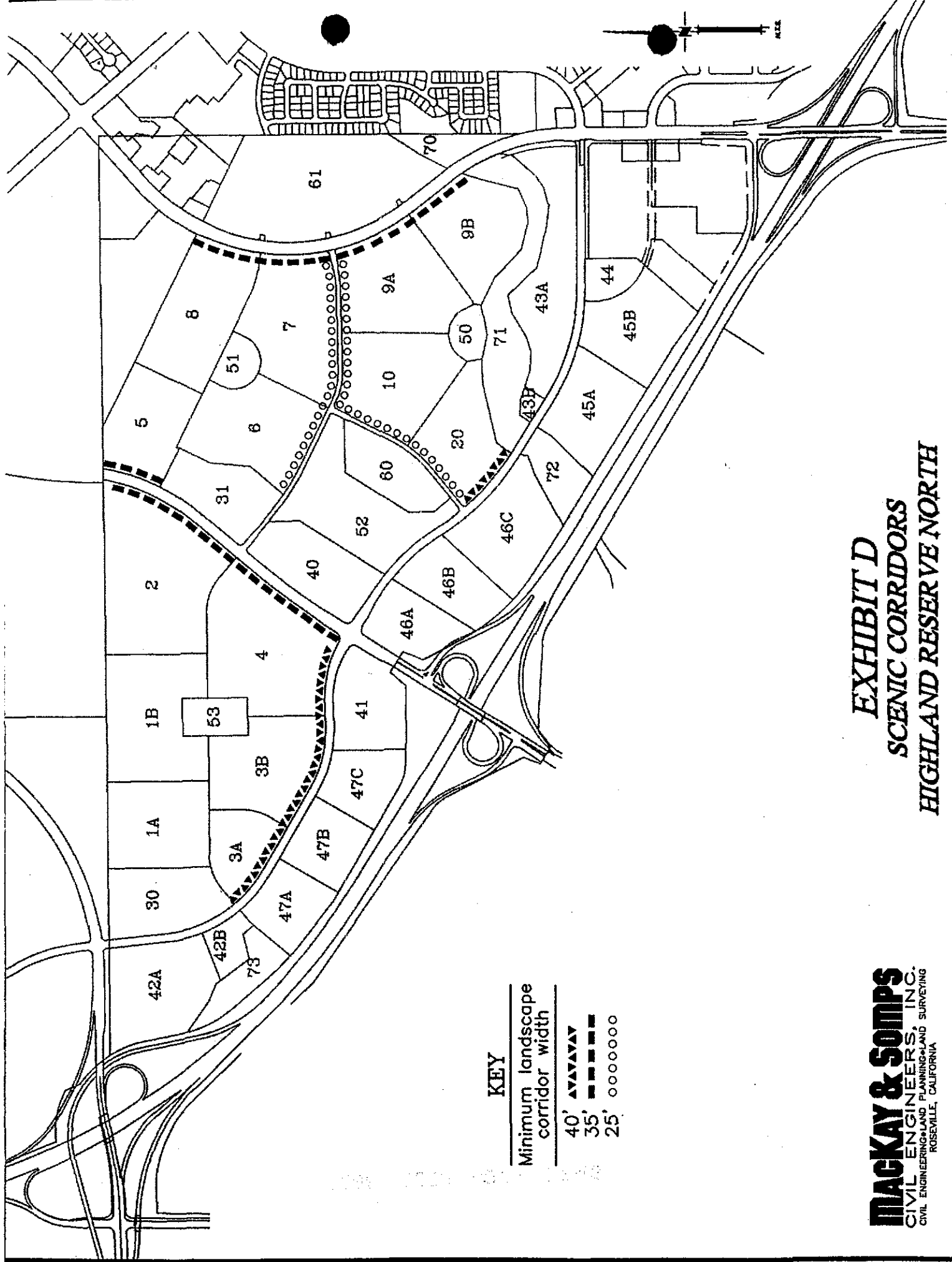


EXHIBIT D
SCENIC CORRIDORS
HIGHLAND RESERVE VE NORTH

KEY

Minimum landscape
 corridor width

- 40' ▲▲▲▲▲
- 35' ■■■■■
- 25' ○○○○○○

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

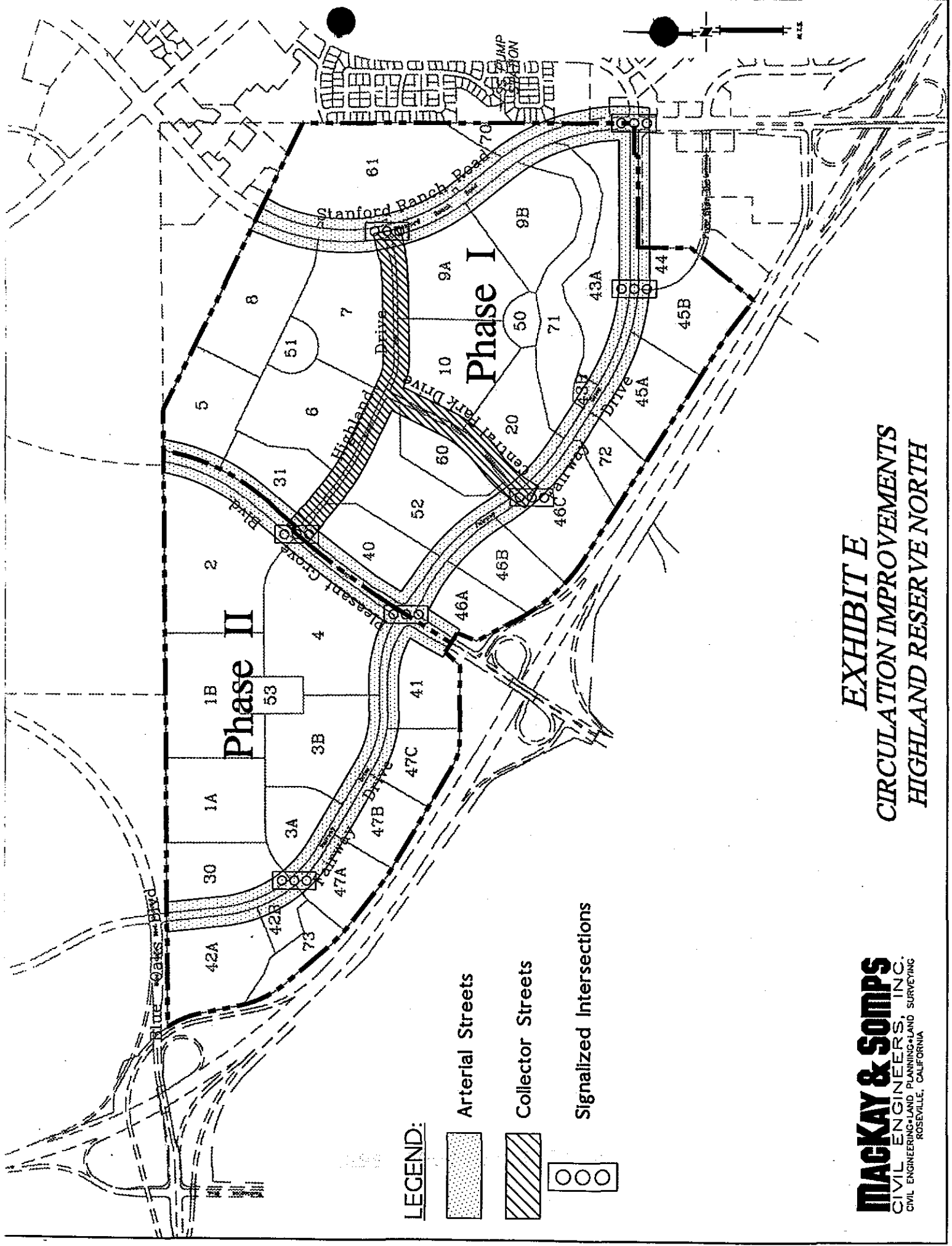


EXHIBIT E
CIRCULATION IMPROVEMENTS
HIGHLAND RESERVE NORTH

LEGEND:

Arterial Streets

Collector Streets

Signalized Intersections

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

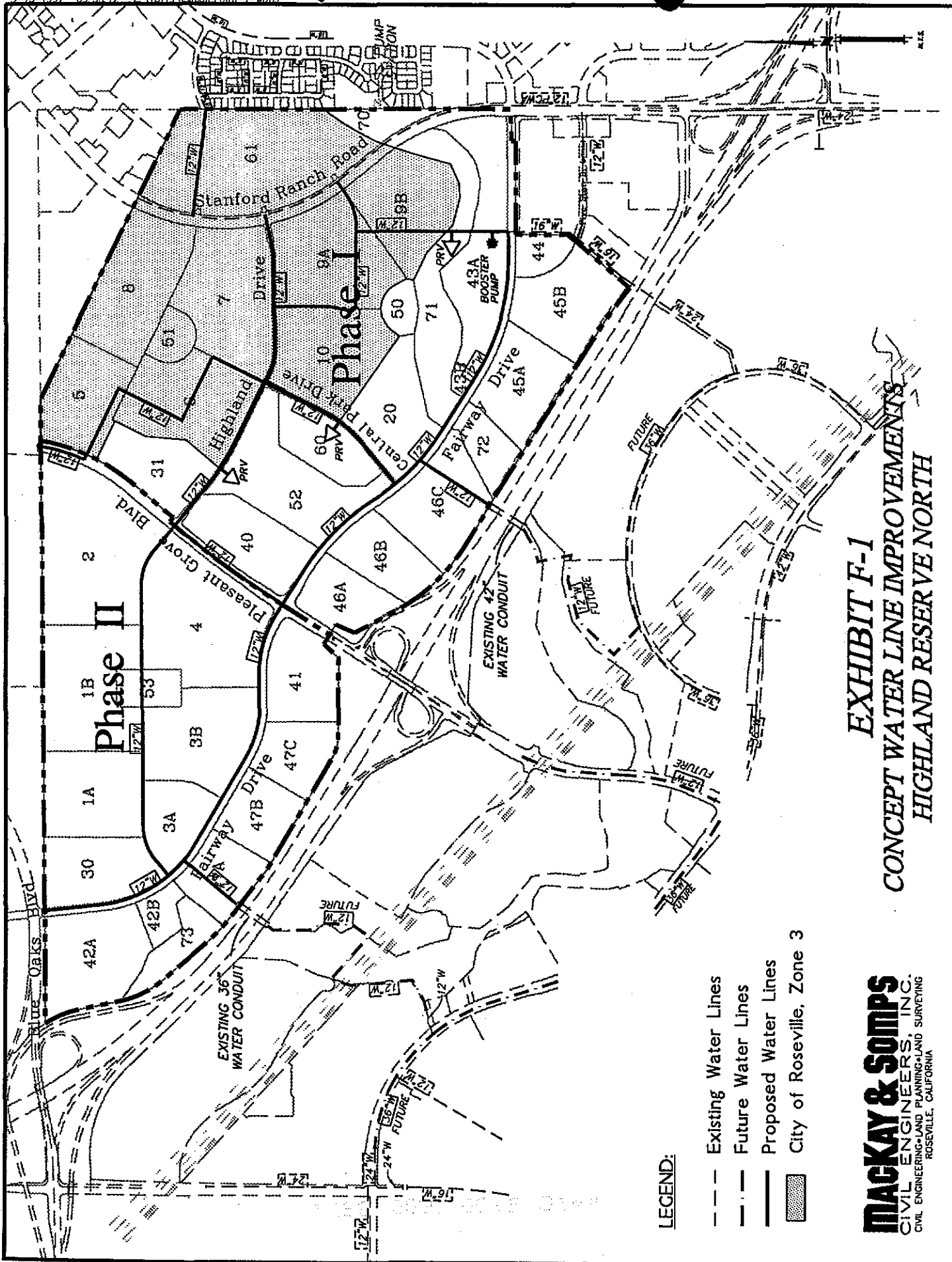
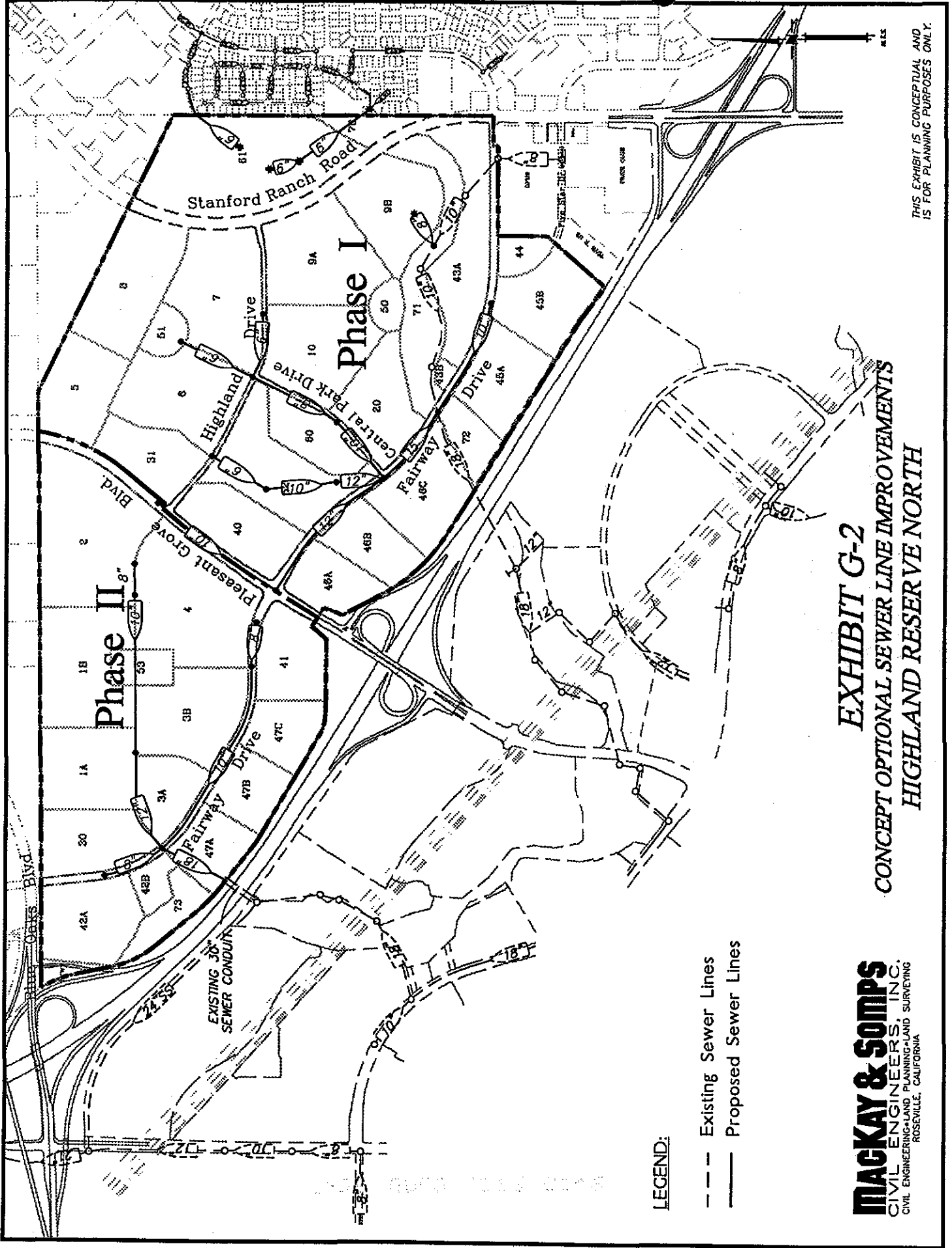


EXHIBIT F-1
CONCEPT WATER LINE IMPROVEMENTS
HIGHLAND RESERVE NORTH

- LEGEND:**
- Existing Water Lines
 - - - Future Water Lines
 - Proposed Water Lines
 - ▨ City of Roseville, Zone 3

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



THIS EXHIBIT IS CONCEPTUAL AND IS FOR PLANNING PURPOSES ONLY.

EXHIBIT G-2
CONCEPT OPTIONAL SEWER LINE IMPROVEMENTS
HIGHLAND RESERVE NORTH

LEGEND:

- - - Existing Sewer Lines
- Proposed Sewer Lines

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

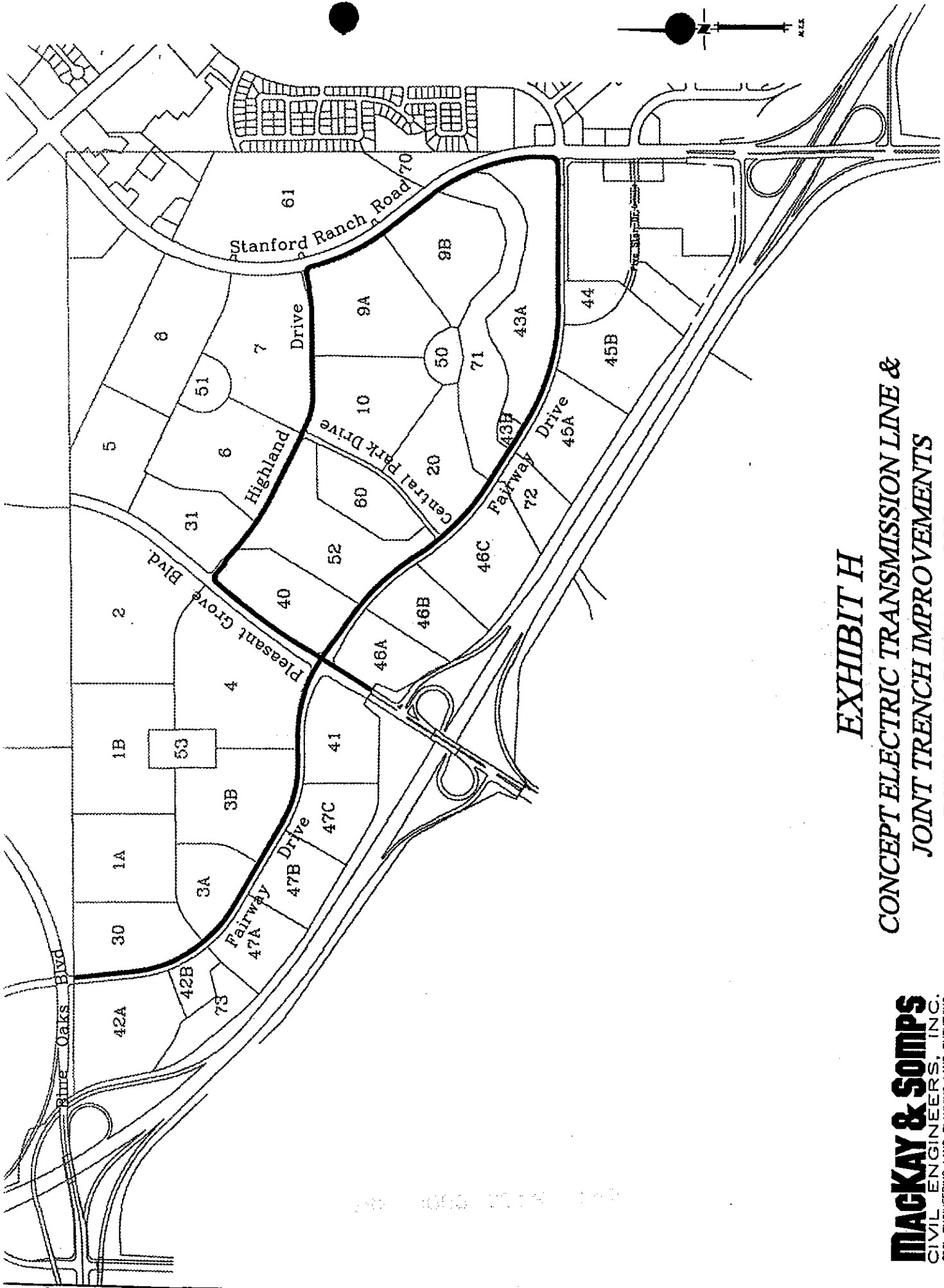
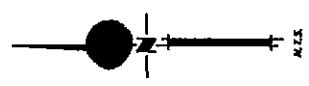
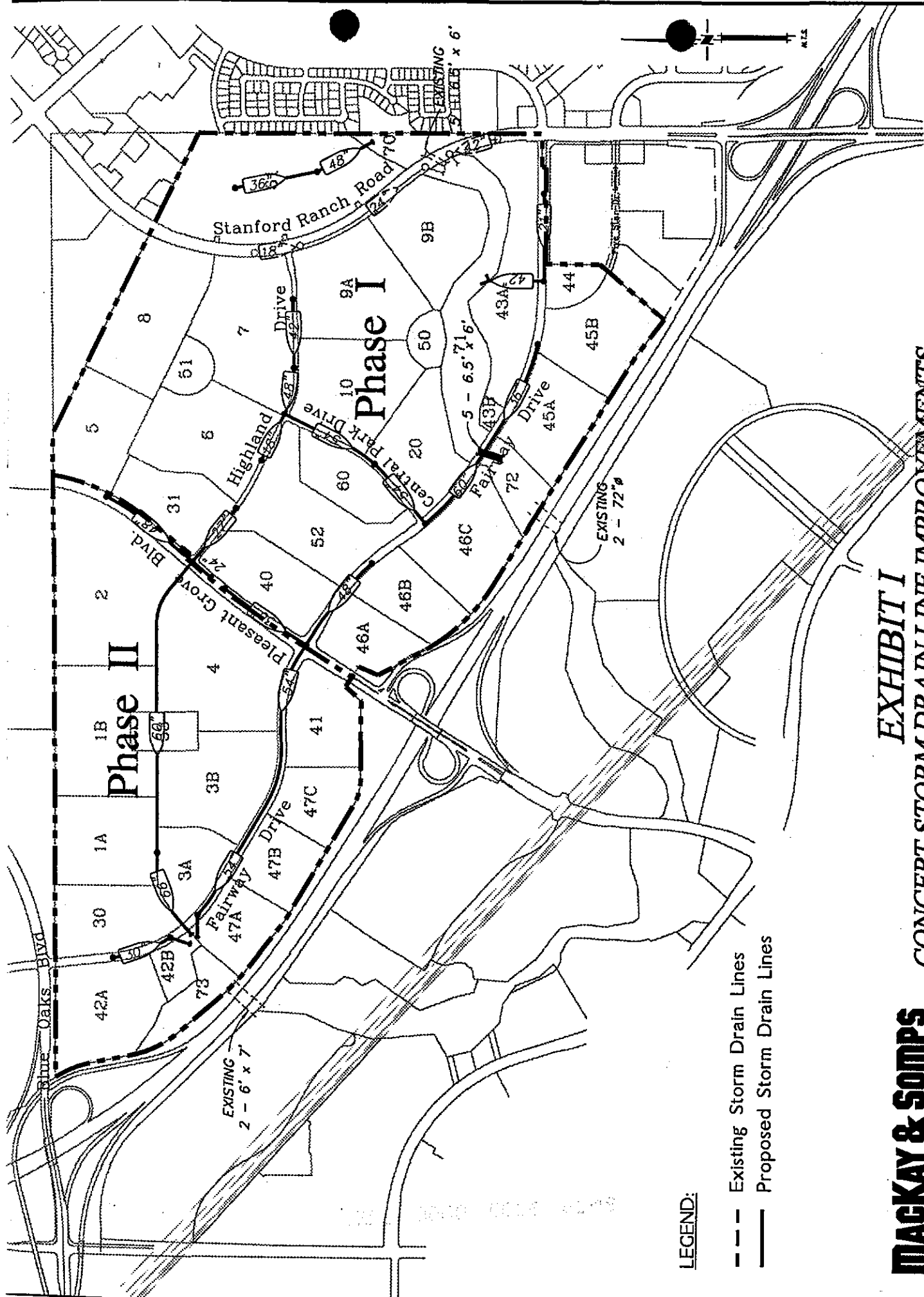


EXHIBIT H
**CONCEPT ELECTRIC TRANSMISSION LINE &
JOINT TRENCH IMPROVEMENTS**
HIGHLAND RESERVE NORTH

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

DATE: 08/14/97

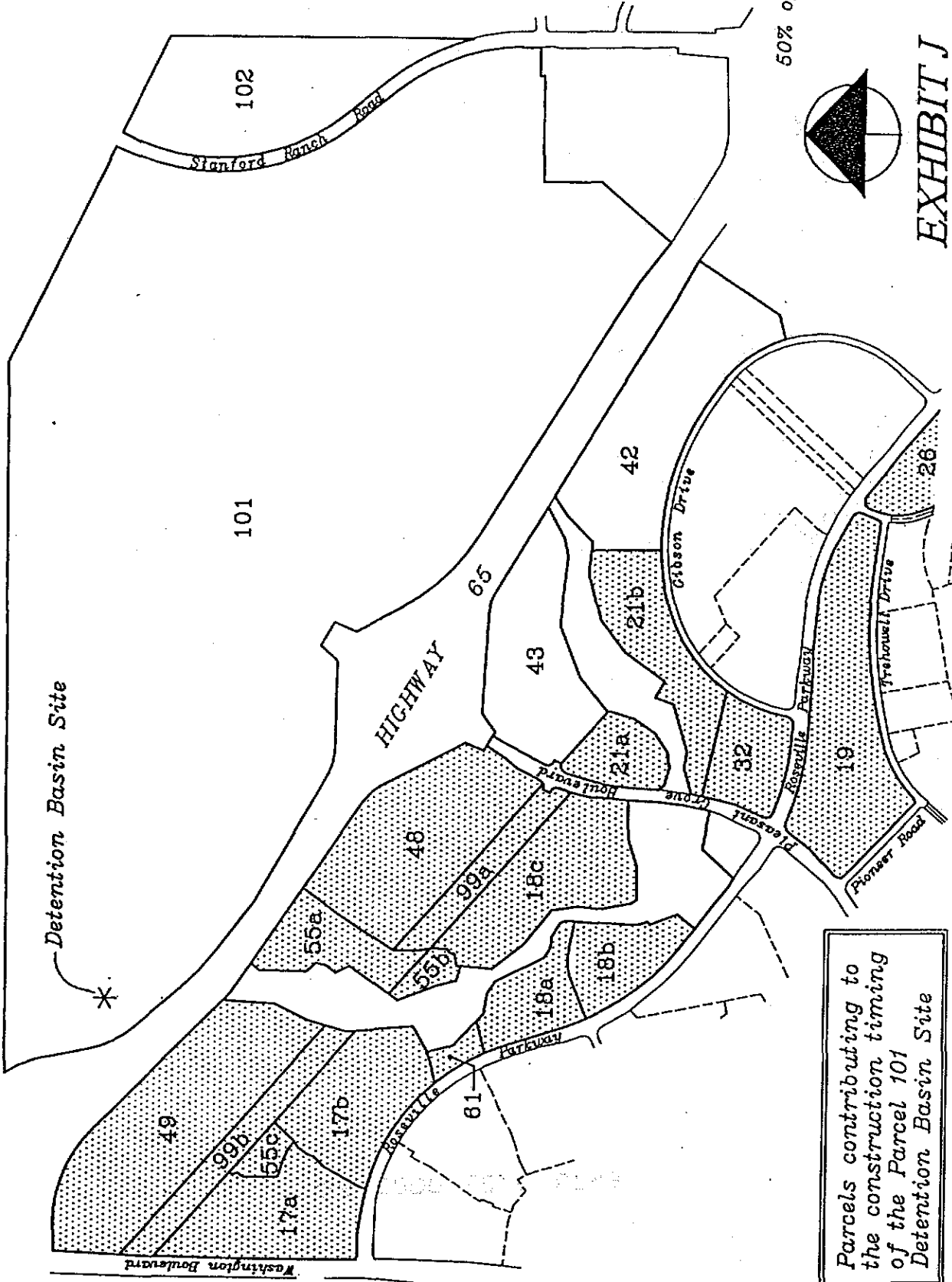


LEGEND:

- - - Existing Storm Drain Lines
- Proposed Storm Drain Lines

EXHIBIT I
CONCEPT STORM DRAIN LINE IMPROVEMENTS
HIGHLAND RESERVE NORTH

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



Parcel No.	Acres
17a	23.19±
17b	22.06±
18a	11.00±
18b	11.76±
18c	26.57±
19	36.36±
21a	8.66±
21b	19.52±
26	10.61±
29	2.25±
32	11.70±
42	40.59±
43	27.97±
48	37.75±
49	46.47±
55a	12.13±
55b	2.87±
55c	2.88±
61	2.28±
99a	8.87±
99b	12.42±
101	574.45±
102	40.67±

Total 992.97± Acres
 50% of Total = 496.49± Acres

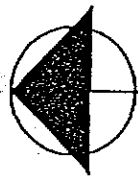


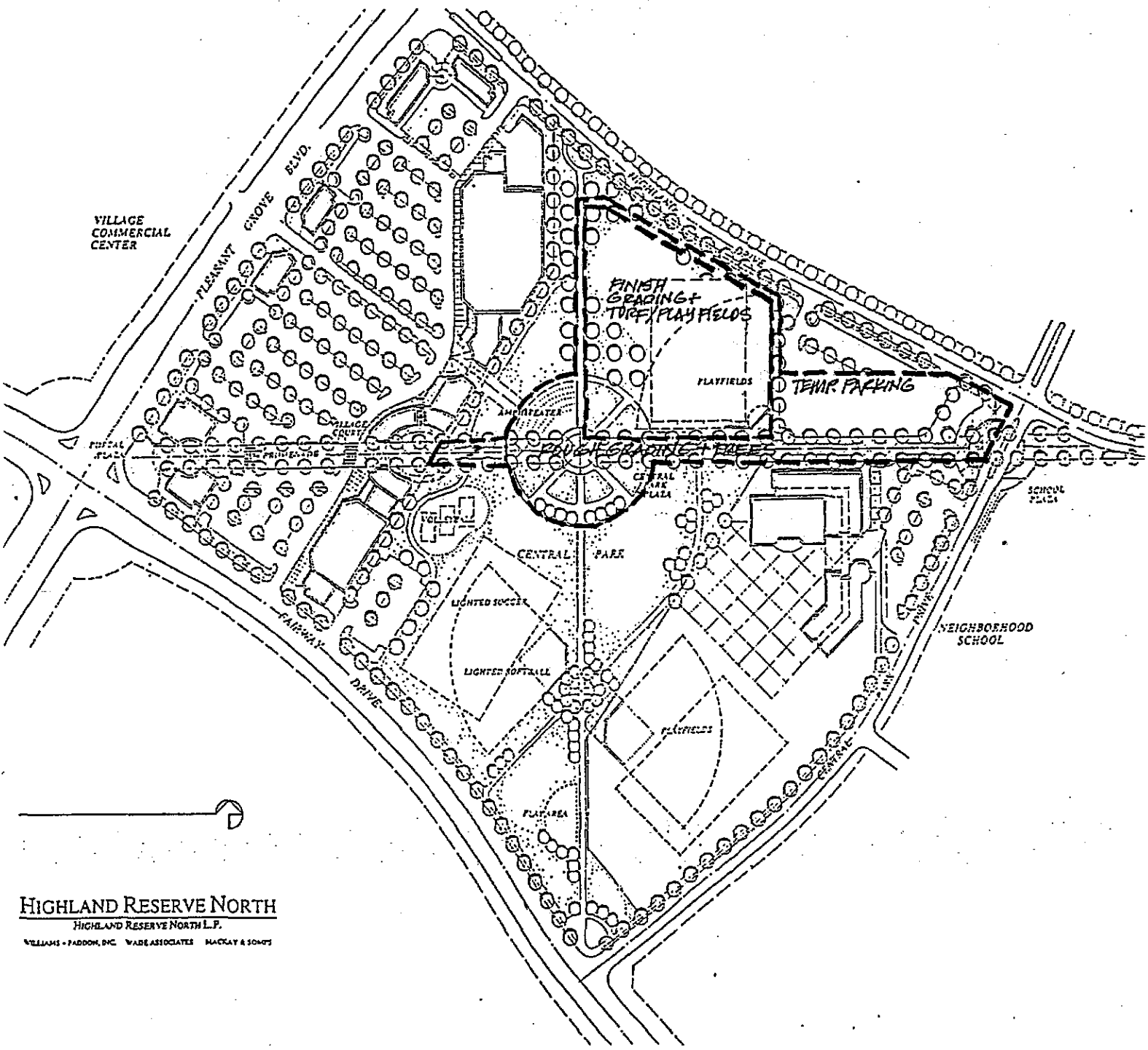
EXHIBIT J

UNDEVELOPED PROPERTY IN DRAINAGE WATERSHED
 HIGHLAND RESERVE NORTH

Parcels contributing to the construction timing of the Parcel 101 Detention Basin Site

PLEASANT GROVE WATERSHED DETENTION CONTRIBUTION AREA

CENTRAL PARK PHASING PLAN



HIGHLAND RESERVE NORTH
HIGHLAND RESERVE NORTH L.P.
WILLIAMS + PADDON, INC. WADE ASSOCIATES HACKETT & SONS

EXHIBIT L
Page 1 of 1

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ORDINANCE NO. 3109

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING A DEVELOPMENT AGREEMENT FOR
THE HIGHLAND RESERVE NORTH SPECIFIC PLAN AREA
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 Development Agreement for the Highland Reserve North Specific Plan (HRNSP) area, as such area is described in the subject Development Agreement by and between the City of Roseville and Highland Reserve North L.P., a copy of which is on file with the City Clerks, is incorporated herein by reference.

SECTION 2. The City Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for the HRNSP area and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Highland Reserve North Specific Plan;
2. The Development Agreement is consistent with the provisions of Chapter 19.84 of the Zoning Ordinance of the City of Roseville;
3. The Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
4. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The development permitted by the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Development Agreement.

SECTION 3. The Development Agreement by and between the City of Roseville and Highland Reserve North L.P., 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 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.

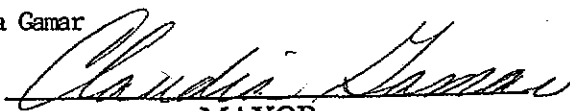
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 14 days after its adoption cause this ordinance to be posted in full in at least three public 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 23rd day of June, 19 97, by the following vote on roll call:

AYES COUNCILMEMBERS: Harry Crabb, Pauline Rocucci, Randy Graham

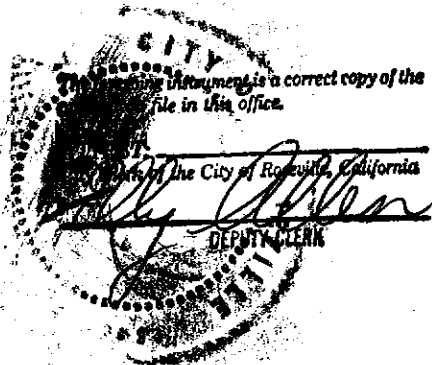
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Claudia Gamar


MAYOR

ATTEST:


City Clerk



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