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CITY OF ROSEVILLE

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City Clerk

City of Roseville

2000 Hilltop Circle

Roseville, CA 95747

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Pursuant to Govt. Code 27383



PLACER, County Recorder

JIM MCCAULEY Co Recorder Office

DOC- 2002-0073838

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(THIS SPACE RESERVED FOR RECORDER'S USE)

Title: Development Agreement By and Between The City of Roseville and Pico Ranch, Inc.

*CF: 0403-03-08 Land Development
Industrial Development
Vintage Oaks Business Park
Land Sale*

DN/c

FILED

AUG 26 2002

CITY OF ROSEVILLE

BY

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND PICO RANCH, INC.**

This Development Agreement (the "Development Agreement") relative to the development known as Vintage Oaks is entered into on the date set forth below, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and Pico Ranch, Inc., a California corporation (hereinafter "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Developer is the owner to the Property (as defined below) and shall be subject to this Development Agreement.

B. City and Developer wish to enter into this Development Agreement to reflect land use entitlements for the Property as approved by City.

C. This Development Agreement is authorized by Section 65868 of the Government Code of the State of California.

D. 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 the Property which is the subject of the development project application.

E. The subject of this Agreement is the development of that certain parcel of land, consisting of approximately 33 acres located in the City of Roseville, County of Placer, as described in Exhibit "A-1" and shown on Exhibit "A-2" (herein the "Property"), attached hereto and incorporated herein by this reference. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

F. On November 29, 2001, the City Planning Commission, designated by Roseville ordinance No.1774 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

H. On December 16, 2001, the City Council adopted a Mitigated Negative Declaration for the Entitlements. Mitigation measures were suggested in the Negative Declaration and are incorporated to the extent feasible in the terms and conditions of this Development Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

I. The City Council has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

1. The Roseville General Plan, as amended by Resolution No.98-342 and by Resolution No. 01-; 598;
2. The Rezoning of the Property pursuant to Ordinance No.3782, dated January 2, 2002.
3. This Development Agreement, as adopted by Ordinance No. 3783,
Dated, 2002 (the "Adopting Ordinance").

The approvals described in paragraphs 1(1) through 1(3), inclusive, are referred to herein as the "Entitlements."

J. Development of the Property in accordance with the Entitlements and this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, the applicable law shall be as set forth in the Entitlements as of the date hereof.

K. 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 and the terms of this Agreement.

L. Development of the Property will result in a need for municipal services and facilities, which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder.

M. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services to assure that Landowner may proceed with 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 of the entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide the facilities and services necessary for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop 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 as such development occurs.

N. 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 V, Chapter 19.84 of Ordinance No.3014 of the Roseville Municipal Code.

O. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan of the City of Roseville.

I. AGREEMENT

SECTION 1: GENERAL PROVISIONS

1.1 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.

1.2 Property Description and Binding Covenants. The Property is that real property described in **Exhibits "A-1" and "A-2"**. 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 and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to Pico Ranch, Inc., a California Corporation, and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner.

1.3 Term.

1.3.1 Commencement: Expiration. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement. This Agreement shall extend for a period of twenty (20) years thereafter, unless said term is terminated, modified 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.

1.3.2 Termination Upon Landowner Request. This Agreement may be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for non-residential use (other than parcels designated for public use), when receiving a certificate of occupancy or final inspection, whichever is applicable, for a non-residential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that all improvements which are required to serve the parcel, as determined by City, have been accepted by City. City shall cause any written notice of termination approved pursuant to this subsection to be recorded against the applicable parcel, at Landowner's expense, with the County Recorder.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of City and Landowner, in accordance with the provisions of the Development Agreement Statute. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval of any minor modifications to the Entitlements consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

1.5 Recordation. The City shall cause this Agreement, any amendment hereto and any other termination thereof to be recorded at Landowner's expense, with the County Recorder within ten (10) days of this Agreement, amendment or termination becoming effective.

SECTION 2: DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. 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 the Entitlements and this Agreement.

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the right to development and use of the Property and approximate acreages for the Property:

Single Family, Low Density residential:	49 units on 9.80 acres;
Business Professional:	8.52 acres;
Light Industrial:	14.33 acres

All as set forth in **Exhibit "B"**. Such use shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement. Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the use, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

2.3 Rules, Regulations and Official Policies.

2.3.1 Inconsistency. To the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land under the Entitlements as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land under the Entitlements or under any other terms of this Agreement, such rules, ordinances, regulations or policies shall be applicable.

2.3.2 Application of Changes. This section 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 4.1 of this Agreement to comply therewith.

2.3.3 Authority of City. This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit 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 or the uses and to the density and Intensity of development as provided by the Entitlements and this Agreement, in effect as of the effective date of this Agreement.

2.4 City Fees, Taxes and Assessments.

2.4.1 Processing Fees and Charges. Landowner shall pay those processing, inspection and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring to compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

2.4.2 Public Financing Limited to Specific Funding Mechanisms and Fees. Except as expressly provided herein, Landowner's sole and only obligation with respect to the participation of the Property in any funding mechanisms to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property shall be to pay City fees related to the construction and provision of such public facilities authorized by ordinance to be collected by City as of the effective date of this Agreement, as such fees may be adjusted from time to time in accordance with applicable law, or such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law; provided, however, Landowner's obligation to pay future City fees is limited to those fees adopted and in effect on a city-wide basis or which uniformly apply to and are being collected from all properties within the City of Roseville which are zoned consistent with Landowner's zoning as set forth in the Entitlements, or which uniformly apply to and are being collected from all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances.

SECTION 3: DEVELOPER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided herein, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances, either in effect as of the date of this Agreement, subject to adjustment in accordance with Section 2.4.2, or as may subsequently adopted in accordance with Section 2.4.2.

3.1.1 Park Fees. Landowner shall not be obligated to pay any park fees in connection with its non-residential development of the Property except as provided herein. Landowner shall pay the sum of Seventy Five Thousand Dollars (\$75,000.00) to satisfy its park dedication requirement. Said sum shall be paid to City at such time as the first residential Building Permit. In addition, all residential units shall also pay applicable neighborhood and citywide park fees per unit. The foregoing neighborhood and citywide park fees shall be subject to annual adjustment every January 1 based on any change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter, the "ENR Construction Cost Index").

3.1.2 School Fee Agreements. Landowner agrees that the development of the site is subject to the commercial/industrial and the residential school mitigation fees, as applicable, pursuant to the Government Code and requirements of the local school districts. City agrees that so long as Landowner is not in default of said fees, City shall not refrain from approving any subdivision maps or other such entitlements for the Property or from issuing any building permits for development thereof consistent with the Entitlements on the basis of adverse impacts of such development on school facilities.

3.1.3 Fire Tax. During the term of this Agreement, Landowner or its successors shall continue to pay the Fire Service Construction Tax set forth at Chapter 4.46 of the Roseville Municipal Code.

3.1.4 Countywide Facilities Fee. Landowner and City intend that Landowner will pay the Countywide Facilities Impact Fee, in accordance with the provisions of Sections 2.4.1 and 2.4.2 above.

3.1.5 Library Facilities. Landowner agrees to participate and pay its fair share of the cost of library services in the event that the City should amend its current City-wide Public Facilities Fee to include library facilities or adopts any other equitable financing mechanism for the provision of library services.

3.1.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan, and subject to the terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, the goal is to provide 2 units affordable for purchase to low-income households, and 2 units affordable for purchase to middle-income households. Any adjustment based on actual development shall be subject to the approval of the Housing Director.

Except as otherwise provided in this Agreement, the terms "very low income" means households earning less than fifty percent (50%) of median income, "low income" means households earning fifty-one percent (51%) to eighty percent (80%) of median income, and "middle income" means households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element and City policy.

3.1.7 Affordable Purchase Residential Units. Landowner agrees that 2 residential units will be reserved within as detached and/or attached single-family residential units affordable to purchasers in low-income households and 2 residential units will be reserved within as detached and/or attached single family residential units affordable to purchasers in middle-income households.

3.1.7.A Agreement Required. Prior to the approval of each final residential lot subdivision map designated to provide affordable purchase opportunities, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement (or other form as required by the City) for the residential purchase units affordable to low-income households and affordable to middle-income households.

3.1.7.B Content. The Affordable Purchase Housing Development Agreements shall, for each residential lot subdivision, set forth, among other things, the distribution of the relevant number of said affordable housing units within the subdivision, Landowner's obligations for marketing the affordable units, and sharing of appreciation (if any) of the affordable unit's value. No City subsidies

will be required to be made available to provide residential purchase units affordable to middle-income or low-income households.

Notwithstanding any provisions of the City's then current affordable purchase Housing Development Agreement to the contrary, the affordable Purchase Housing Development Agreements shall provide that:

a) For purposes of low-income affordable purchase units, "low-income" shall mean households earning eighty percent (80%) of median income.

b) Low-income affordable purchase units shall be marketed to low-income households for a minimum of fifty (50) days from the date Landowner commences marketing of the subdivision in which such affordable units are located. Affordable purchase units marketed to low-income households which are not sold within such fifty (50) days shall be marketed for ten (10) additional days to middle-income households. If such units are not sold within the ten (10) additional days to middle-income households, the units may be sold as market price units.

Middle-income affordable purchase units shall be marketed to middle-income households for a minimum of ten (10) days from the date Landowner commences marketing of the subdivision in which such affordable units are located. If not sold to middle-income households within that period, the units may be sold as market price units.

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

c) The Landowner may develop the affordable purchase units with fewer amenities than the market rate units, however, the affordable purchase units shall utilize the same or similar materials as the market rate units on the exterior.

d) Landowner's obligation to provide affordable purchase units may be moved and may be satisfied by the provision of affordable purchase units elsewhere within the subdivision, subject to the Housing Director's approval.

e) For purposes of making housing opportunities affordable, Landowner agrees that it shall use its best efforts to sell such affordable purchase units to qualifying low- or middle-income households as the case may be as required by this Agreement. Such best efforts shall include, without limitation, special advertising prior to the release of the affordable purchase units for sale indicating the availability thereof to low- or middle-income households, and maintenance of a waiting list of low- or middle-income households seeking housing opportunities in Landowner's development(s), notification of such persons (and any such households provided by the Housing and Redevelopment Manager for the City) prior to any release of affordable purchase units, and the pre-release, by at least one day, of such affordable purchase units to such notified households.

f) To ensure proper maintenance of each affordable purchase unit, 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 or a homeowners' association 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 such alternative mechanism that is acceptable to City.

3.1.7.C No City Subsidy. Landowner agrees to provide all of the middle-income and low-income affordable purchase units without any subsidy from the City.

3.2 Utilities and Improvements. Subject to Landowner's compliance with the terms of this Development Agreement, City acknowledges that, except for water facilities, which will be provided by the City mains in Reserve Drive and Lilly Cross Drive which will be extended with project construction, all utilities, road improvements and applicable rights of way and public utility easements necessary for development of the Property are installed and available to serve such development. Except as otherwise provided herein and for the payment of fees required hereunder, Landowner shall not be obligated to provide or share in the cost to provide any additional utility or road improvements in connection with development of the Property. Provided, however, landowner will be required to: construct or finance the construction of all necessary connections to utility infrastructure; construct or finance the construction of on-site utility and driveway improvements, including but not limited to electric distribution facilities, street lights, driveways and turn lanes; and provide related dedications of right-of-way and easements, all to City standards.

3.2.1 Power Purchase Agreement. Landowner shall purchase electric power for all non-residential uses within the Property from City of Roseville Electric for a period of five (5) years from the date of issuance of the final occupancy permit for the first permanent structure constructed in the Property, or until January 1, 2007, 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 Property.

3.2.2 Water Softeners No water softeners shall be used within the Property except for those approved by the environmental Utilities Director. Property CC&Rs, if recorded, shall include this prohibition.

3.3 Transportation and TSM.

3.3.1 Transportation Systems Management. Landowner and its successors shall comply with the City's Transportation Systems Management Ordinance.

3.3.2 Light Rail Funding. Landowner consents to and agrees that the Property shall participate in its fair share of a city-wide funding mechanism for the extension and operation costs of light rail into the City of Roseville.

3.4 Wetland Ownership and Maintenance. City shall not be responsible for maintenance or ownership of the wetlands and open space area of the site. Developer shall be responsible for said ownership and maintenance. Developer has informed City that it may provide for said ownership and maintenance through a property or business owners association or other similar arrangement.

3.5 Environmental Documentation: Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the environmental documentation related to such development which are adopted by the City (either pursuant to the Entitlements or any subsequent approvals and environmental review for such development) and are identified in the mitigation monitoring plan as being a responsibility of Landowner.

3.6 Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its heirs, successors in interests and assigns, 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 under compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.

3.7 Additional Dedications or Easements. Landowner shall not be obligated to dedicate any right of way as a condition of development of the Property other than those dedications listed as follows: right-of-way and utility easements for Reserve Drive and Lilly Cross Drive, drainage easement from Wetlands to Reserve

Drive and from Reserve Drive to Lilly Cross Drive, Sewer easements, reciprocal parking and access between buildings.

3.8 Electric. Landowner shall provide electric utility improvements as provided in this section.

3.8.1 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the collectors and local residential streets within the property or within public easements granted by Landowner to City for such purposes. Accordingly, upon approval of the final small lot subdivision map (or any phase of it), or demand of the City based upon service needs (which may include needs generated by other development within the Property), whichever occurs first, Landowner agrees to grant and convey to City the rights-of-way for any collectors, local residential streets, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements.

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

3.8.2 On-Site Electric Facilities. No electric facilities currently exist on the Property. There are existing electric facilities on the adjacent property to the north of the Property. Landowner agrees to construct, or finance the construction of on-site electric distribution facilities required to provide electric service to the Property as directed by the electric Utility Director in accordance with final on-site electric distribution designs for the Property in accordance with applicable City of Roseville Electric Utility Department specifications for such construction. Final on-site electric utility improvements including streetlights will be designed upon receipt of approved and adopted improvement plans for the applicable plan area roadways.

3.8.3 Streetlights. Concurrently with the construction of the interior roadways, Landowner agrees to construct, or finance construction of streetlights within the Property, as directed by the Electric Utility Director. No street shall be opened to the public unless and until streetlights have been installed in accordance with the applicable requirements of the Electric Department.

3.8.4 Electrical Efficiency. In order to balance conservation efforts with energy supplies, 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. This increase may be utilized in the overall energy compliance calculations required for the issuance of a building permit for a residential unit.

3.9 Drainage.

3.9.1. Drainage Improvements. Landowner shall provide drainage improvements as provided in this section and as shown in Exhibits "C1 and C2" attached hereto.

3.9.1.A Drainage Study. Prior to approval of any improvement plans for subdivision improvements for the Property, Landowner shall prepare a Drainage Study for its on-site facilities to the satisfaction of the City Engineer. The Drainage Study shall identify the size and location of all major drainage facilities proposed for the Property, and shall be accompanied by all supporting calculations.

3.9.1.B Other Agency Approval. Prior to the issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and/or agreements as required by other

agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the U.S. Army Corps of Engineers and the California Department of Fish and Game.

Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3, and as approved by the RWQCB concurrently with the construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading.

3.9.1.C Storm Drains. Landowner shall construct storm drain mains and laterals in accordance with the Drainage Study and with the City's then current improvement standards and shall provide laterals to serve all parcels on the Property, including, but not limited to, residential, industrial and the park site. Landowner may use "cast in place" pipe for storm drains which are 24" in diameter or larger.

3.9.1.D Drainage Easements. Where drainage improvements to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

3.10 Water System Improvements. Landowner shall provide improvements to the potable water system as provided in this section and as shown in **Exhibit "D"** (Preliminary Utility Plan) attached hereto. Landowner acknowledges that water demands of the Property shall not exceed the existing water budget allocated to the Property under its current zoning.

3.10.1 Financing of Water Supply. Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to then existing City ordinances.

3.10.2 Water Lines. Landowner shall provide on-site improvements to the water system as shown on **Exhibit "D"**. Landowner shall also provide looped water system facilities through the Property as follows:

1. A 12" loop from the existing 24" stub on Reserve Drive to the existing 8" stub on Lilly Cross Drive.
2. An 8" loop from the intersection of Lilly Cross Drive and Vintage Oaks Way south along Vintage Oaks Way and east through the Property to Reserve Drive.

The 12" water line on Reserve Drive shall extend south along Reserve Drive to the south Property line for future extension. An easement shall be granted by Landowner as determined by the Environmental Utilities Director to facilitate maintenance of all public water lines. All improvements are to be constructed by Landowner, including mains, and shall be designed and constructed pursuant to the City's then current Improvement and Construction Standards.

3.10.3 Public Utility Easements. Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for ownership and maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

3.11 Sewer Improvements. All sanitary sewer improvements shall be designed and constructed pursuant to City's current Improvement and Construction Standards and shall be subject to City plan review,

construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as imposed by City for review and inspection of such improvements. Landowner shall pay all applicable sewer connection fees including Sewer Special Benefit Area #3 (SSBA3) Fee.

3.11.1 Public Utility Easements. Where the wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for ownership and maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

3.12 Road Improvements. Landowner, at its expense, shall provide the following road improvements in the manner and at the time as provided in this section.

3.12.1 Landowner Obligations. Roadway improvements shall include curb, gutter, sidewalk, utilities, street lights, additional pavement at intersections to accommodate turn lanes and bus turnouts, drainage facilities, traffic signing and striping, underground portions of traffic signals and signal interconnects and such additional facilities as determined necessary by the City Engineer.

Where there are streets adjacent to open space or wetlands preserves, Landowner shall be responsible for full street improvements. Such improvements shall include sidewalks and landscaping adjacent to open space where required by subdivision conditions for the Property.

As to any road improvements to be constructed by Landowner hereunder, Landowner shall have the responsibility of securing all state and federal permits necessary for such construction.

3.12.2 Timing of Road Improvements.

3.12.2.A Rights-of-way. Upon recordation of a subdivision map for any portion of the Property, Landowner shall dedicate the rights-of-way within the Property required for the improvements described in this **Section 3.12**, and shown on **Exhibit "G"** and include the cost of construction of the improvements in this **Section 3.12**. All subsequent maps shall require that the improvements specified in this **Section 3.12** be included as a condition to said maps.

3.12.2.B Sidewalks and landscaping. Sidewalks and landscaping to be installed within the road rights-of-way within the Property shall be installed concurrently with the subdivision improvements for any adjacent single-family residential-lot subdivision, or with the building improvements for commercial/industrial buildings that front Reserve Drive and Lilly Cross Drive, except as noted below. A 4' wide temporary AC sidewalk shall be installed along the west side frontage of Reserve Drive and both sides of Lilly Cross Drive concurrent with the construction of the streets. Permanent Pcc sidewalks and landscaping improvements along the frontage of commercial streets and primary residential streets (Reserve Drive and Lilly Cross Drive) fronting commercial development shall occur concurrent with the development of the adjacent commercial properties. The sidewalk and landscaping along the frontage of Lot B shall be the responsibility of Parcel 12 and shall be completed concurrently with the development of Parcel 12.

3.12.2.C Road Improvement Standards. All improvements to be installed by Landowner shall comply with the City's then current standards for public streets. The rights-of-way required for such road improvements shall be as shown in the City's Improvement Standards.

3.12.2.D Landscape Setbacks. For Reserve Drive, the applicable landscape setback shall be 30'. For Lily Cross adjacent to Business Professional parcels, the landscape setback shall be 20'. Such setback shall be measured generally from back of curb, except along intersection where bus turnouts, turn lanes, and other similar facilities may encroach into the landscape setback provided in no case may the landscape setback be reduced to a width of less than 20'. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, soundwalls and related uses, and shall be included in the right-of-way. All landscaping and entry features shall be

consistent with the Community Design Guidelines which are incorporated into this Agreement by this reference as if fully set forth herein.

3.12.2.E Traffic Signals. Landowner shall have no obligation to install or pay for the installation of any traffic signals within or adjacent to the Property, except through payment of the Traffic Mitigation Fee levied and collected by the City at the time of development pursuant to then existing City ordinances.

3.12.2.F Update of City Fee Programs. City has determined that the proposed land use changes set forth in the Entitlements will have a significant effect on the City's Traffic Mitigation Fee program. Therefore, Landowner agrees to pay the then current Traffic Mitigation Fee and JPA Fee as adopted by the City Council for the Infill Area.

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 associated with the updates of the foregoing fee programs.

3.12.3 Reimbursement Agreement. In the event that the City has approved the environmental document for the extension of Reserve Drive and has obtained the necessary rights-of-way for its construction prior to the construction of either the Phase 2 or Phase 3 improvement requirements for Reserve Drive, as specified by the Conditions of Approval for the Subdivision, the Developer agrees to design and construct that portion of Reserve Drive between the southern boundary of the subject property and Berry Street. In this case, City agrees to cooperate with Landowner in establishing fair-share segregation of hard and soft costs, and reimburse Landowner for City's portion. Additionally, the City agrees to reimburse the landowner a 4% construction management fee. Prior to construction, a separate agreement shall be approved which will allow for progress payments. Segregation of costs will be allocated on pro-rata basis for common construction elements, and on a per item basis for unique items. The above actions may be accelerated with mutual consent.

City agrees that it will provide an approved plan line for Reserve Drive no later than June 30, 2002. If the plan line is not approved by this date, Developer may continue with his development, based upon the alignment design and data in existence as of this date.

In the event the City constructs Reserve Drive through the subject property prior to the development of the property, the Developer agrees to dedicate all necessary rights-of-way and necessary construction easements within 90 days of City's request for same. The developer agrees to reimburse the City for the actual costs of construction of that portion of Reserve Drive within the subject property. Repayment of construction costs by the Developer to the City shall occur prior to the issuance of any subsequent building permit.

SECTION 4: CITY OBLIGATIONS

4.1 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, delay 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.

4.2 No Credits or Reimbursements. Except as provided in Section 3.12.3 above, Landowner will not be financing construction of any public improvements (except through its payment of fees) and, therefore,

12

except as provided in said section, City shall have no obligation to give any credits against fees or provide any reimbursements to Landowner in connection with Landowner's development of the Property.

4.3 Applications for Permits and Entitlements.

4.3.1 Action by City. City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall act upon such applications in a timely manner.

4.3.2 Maps and Permits. Provided that Landowner is not in default under this Agreement, City shall not cease to issue building permits or certificates of occupancy for development of the Property that is consistent with the Entitlements.

4.3.3 Personnel. Nothing in this Agreement shall be construed to require City to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of City.

4.4 No Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing or sequencing of development or prevent or conflict with the permitted uses, density and intensity of uses or the maximum building heights and sizes as set forth in the Entitlements. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, city-wide or area-wide basis and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by said public health or safety issue. City shall use its best efforts and due diligence to obtain the permits, approvals and financing necessary for such facilities and to design and complete the facilities on a timely basis.

By way of example only, an ordinance which precluded the issuance of a building permit because City had inadequate sewage transmission capacity to meet the demand therefore (either city-wide or in a designated sub-area of the City) would directly concern a public health issue under the terms of this paragraph and would support a denial of a building permit within the Property, so long as City were also denying city-wide or area-wide all other requests for building permits which require sewage transmission capacity and City was using its best efforts to resolve such capacity problem. However, an attempt to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not directly concern a public health or safety issue under the terms of this paragraph.

4.5 Essence of Agreement. The foregoing Sections 2, 3 and 4 are of the essence of this Agreement.

SECTION 5: DEFAULT, REMEDIES, TERMINATION

5.1 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- (30) 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

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Agreement pursuant to California Government Code Section 65868 and regulations of 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 normally scheduled periodic review, said party may give written notice of default 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 other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

5.2 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. 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. 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 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. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

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. In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review.

5.3 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 basis 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.

5.4 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. Provided, however, the sole remedy of City for any default of this Agreement by Landowner shall be to terminate this Agreement and the vesting of the entitlements hereunder and to cease approving requests for development of the Property. 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.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.6 Applicable Law and Attorneys' Fees. This Agreement shall be constructed 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 6: HOLD HARMLESS AGREEMENT

Landowner and its successors-in-interest and assigns, hereby agrees 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 of Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by 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 successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore.

SECTION 7: 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 8: 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 9: GENERAL

9.1 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, 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 the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

9.2 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.

9.3 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.

9.4 Severability. Except as set forth herein, 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.

9.5 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.

9.6 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.

9.7 Estoppel Certificate. Either party may, at anytime, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner .

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, CA 95678

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

Pico Ranch, Inc.
C/o Steven K. Brown, Project Manager
8265 Sierra College Blvd, Suite 300
Roseville, CA 95661

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.

II. ASSIGNMENT

Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment, and the conveyance of Landowner's Interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

III. FORM OF AGREEMENT, EXHIBITS

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of sixteen (16) pages and nine(9) exhibits, which constitute the entire understanding and agreement of the parties.

Approved this 2nd day of Feb. 2002 by the City Council of the City of Roseville.

CITY


City of Roseville,
A Municipal Corporation

By: 
Allen E. Johnson
City Manager

By: 
Carolyn Parkinson
City Clerk

LANDOWNER

Pico Ranch, Inc.
A California Corporation

BY: 
Its: Authorized Agent/Manager

BY: 
Its: PRESIDENT

APPROVED AS TO FORM:

BY: 
MARK J. DOANE
City Attorney

LIST OF EXHIBITS

- A-1 Legal Description of the Property
- A-2 Legal Map of the Property
- B Zoning Plan
- C1 Drainage Improvements: Preliminary Utility Plan
- C2 Drainage Improvements: Preliminary Grading Plan
- D Water System Improvements: Preliminary Utility Plan
- E [blank]
- F Sewer Improvements: Preliminary Utility Plan
- G Road Improvements: Tentative Parcel Map

STATE OF CALIFORNIA
COUNTY OF PLACER

On FEBRUARY 14, 2002, before me, THE UNDERSIGNED,

personally appeared James B. Rogers and Jeffrey Kraft

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



WITNESS my hand and official seal.

Lorraine Lew

Lorraine Lew

(This area for official notarial seal)

DESCRIPTION OF ATTACHED DOCUMENT

DESCRIPTION OF DOCUMENT (OPTIONAL)

STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____,

personally appeared _____

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

WITNESS my hand and official seal.

(This area for official notarial seal)

DESCRIPTION OF ATTACHED DOCUMENT

DESCRIPTION OF DOCUMENT (OPTIONAL)

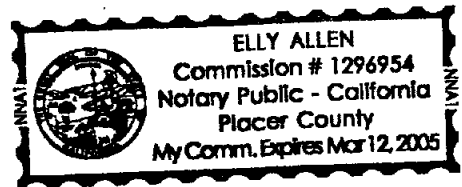
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 14th day of March in the year of 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State



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

Title or Type of Document: Development Agreement Amendment

Date of Document: March 20, 2002

Acknowledgment – All Purpose

REC'D 2002 03 19 10:48

EXHIBIT A1

Description:

All that certain real property situated, lying and being in the City of ROSEVILLE, County of Placer, State of California, described as follows:

A PORTION OF THE TRACT OF LAND DESCRIBED IN THE GRANT DEED TO D & W DEVELOPMENT ROSEVILLE 54 RECORDED IN INSTRUMENT NO. 90-083042, OFFICIAL RECORDS OF PLACER COUNTY, LOCATED IN THE NORTH ONE-HALF OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 06 EAST, M.D.M., IN THE CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA.

BEGINNING AT THE NORTHEAST CORNER OF THE TRACT OF LAND TO BE DESCRIBED HEREBY, A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED SECTION 35 AND THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE TRUSTEE'S DEED TO A GREENER GLOBE CORPORATION RECORDED IN INSTRUMENT NO. 96-47938, OFFICIAL RECORDS OF PLACER COUNTY, AND FROM SAID POINT THE NORTHEAST CORNER OF SAID SECTION 35 BEARS SOUTH 89°50'40" EAST FOR A DISTANCE OF 933.45 FEET; THENCE FROM THE POINT OF BEGINNING SOUTH 00°46'44" WEST ALONG THE WESTERLY LINE OF SAID LANDS OF A GREENER GLOBE AND THE TRACT OF LAND SHOWN AND DESIGNATED AS PARCEL A ON THE PARCEL MAP RECORDED IN BOOK 12 OF PARCEL MAPS AT PAGE 49, PLACER COUNTY RECORDS FOR A DISTANCE OF 1447.33 FEET TO THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED TO THE ROSEVILLE CEMETERY DISTRICT RECORDED IN VOLUME 648 AT PAGE 158, OFFICIAL RECORDS OF PLACER COUNTY; THENCE NORTH 89°41'05" WEST ALONG THE NORTHERLY LINE OF SAID LANDS OF THE ROSEVILLE CEMETERY DISTRICT AND BEYOND FOR A DISTANCE OF 1024.48 FEET TO A POINT ON THE EAST LINE OF THE TRACT OF LAND DESIGNATED AS GOLFPVIEW ESTATES UNIT NO. 2 ON THE MAP FILED IN BOOK P OF MAPS AT PAGE 01, PLACER COUNTY RECORDS; THENCE NORTH ALONG SAID EAST LINE FOR A DISTANCE OF 1444.40 FEET TO THE NORTHEAST CORNER THEREOF, A POINT ON SAID NORTH LINE OF SECTION 35; THENCE SOUTH 89°50'40" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1044.14 FEET TO THE POINT OF BEGINNING, AS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT RECORDED MARCH 15, 2001, AS INSTRUMENT NO. 2001-0022335.

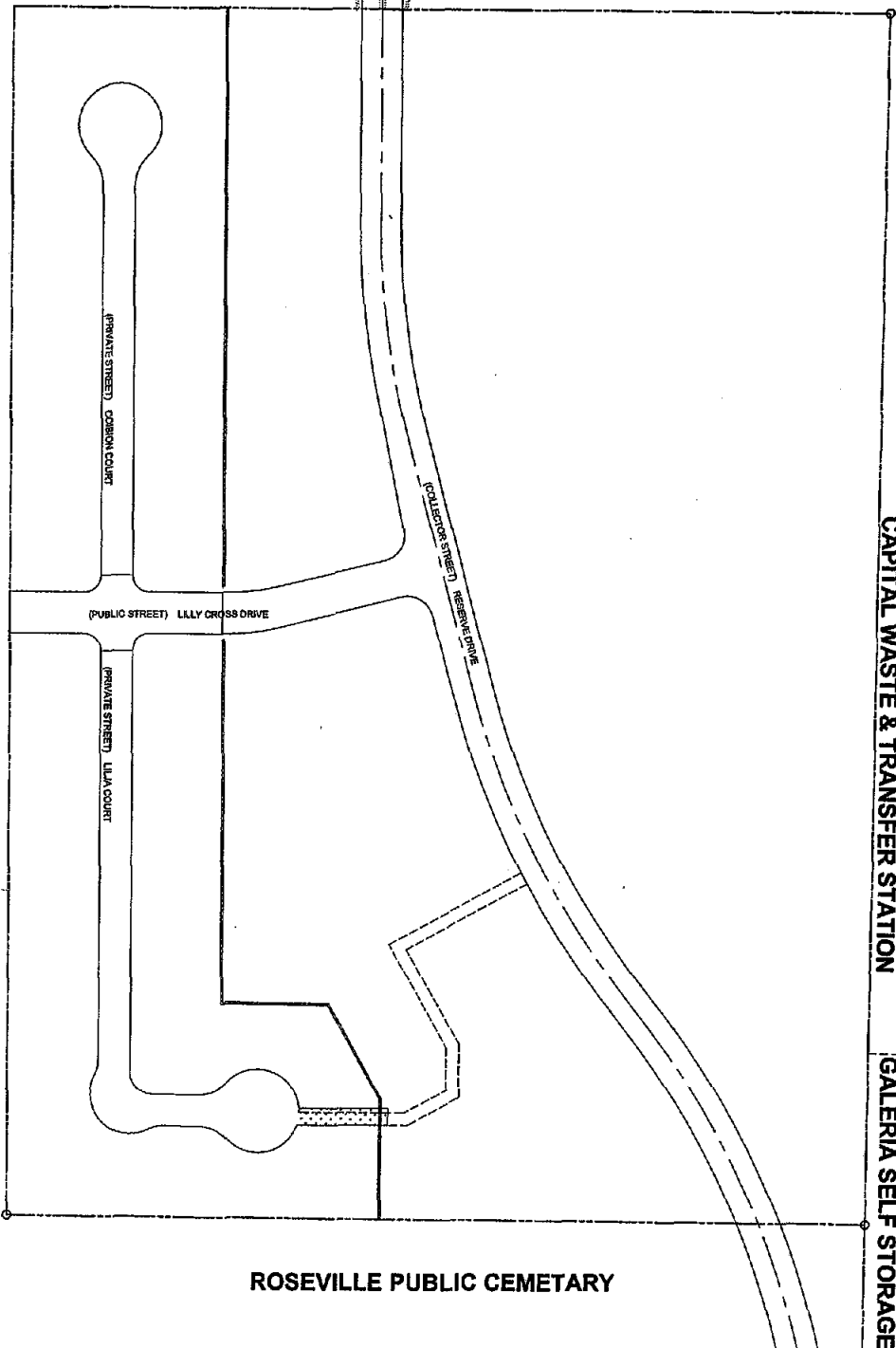
FUTURE "THE FOUNTAINS" PROJECT

EXHIBIT A2

CAPITAL WASTE & TRANSFER STATION

GALERIA SELF STORAGE

**VINTAGE OAKS
&
BUSINESS PARK
ESTATES**



ROSEVILLE PUBLIC CEMETARY

SIERRA OLYMPIUS CONSTRUCTION
 ▲ Sierra K. Brown
 8285 State College Boulevard - Suite 300
 Roseville, California 95661
 916-791-5985
 800-551-5982
 Fax: 916-791-5989

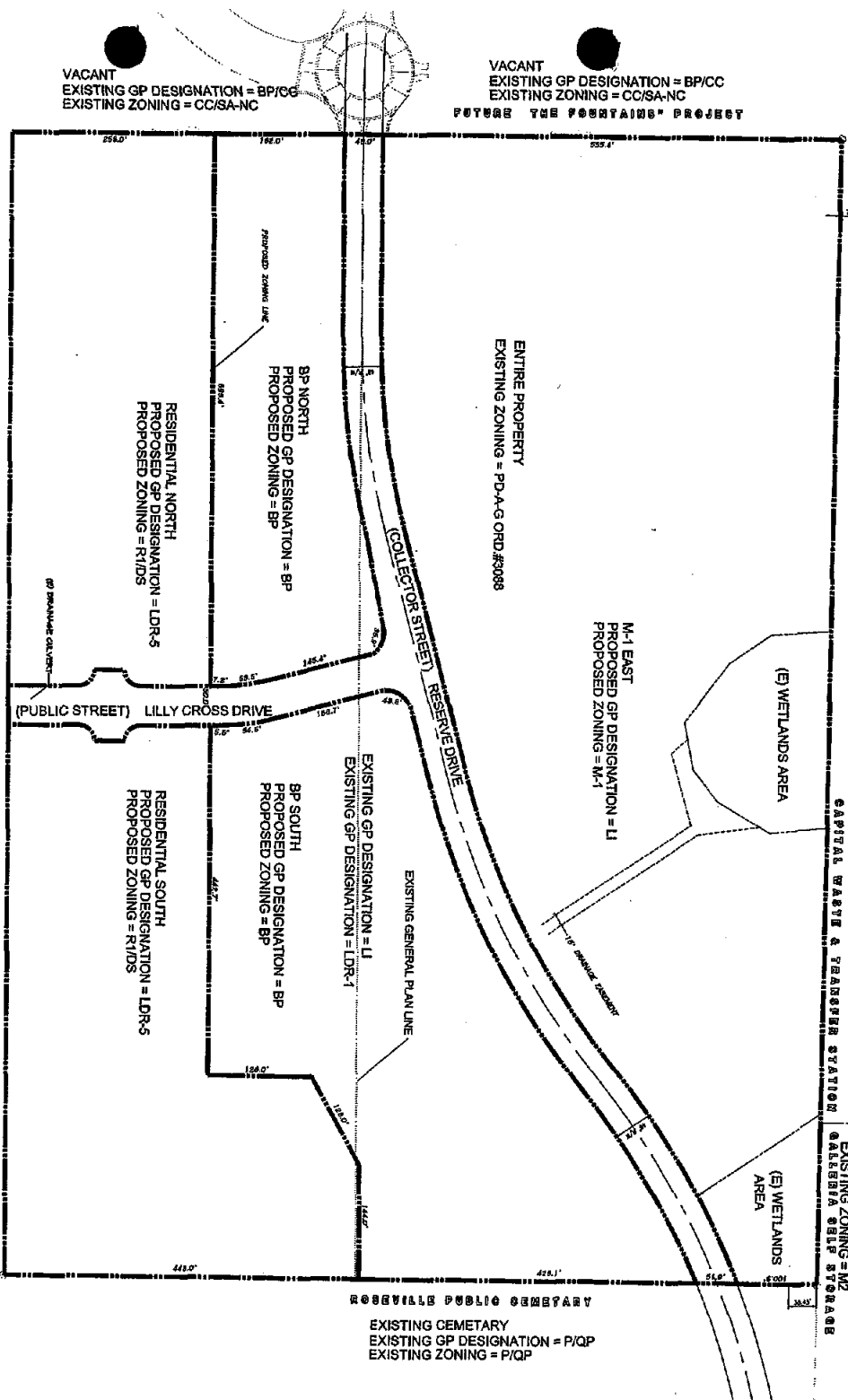
SCALE : N/A

LEGAL MAP

JUNE 2002

mnp
MORTON & PITALO, INC.
 CIVIL ENGINEERING • PLANNING • SUBDIVISION
 1788 TIBBETTE ROAD • SUITE 200 • SACRAMENTO, CA 95815
 PHONE: 916/927-2100 • FAX: 916/567-0120
 EMAIL: eng@mnp.com

EXHIBIT B



VINTAGE OAKS BUSINESS PARK & VINTAGE OAKS ESTATES

PROJECT DATA:

APN 015 - 100 - 022

AREA 34.37 ACRES

EXISTING GENERAL PLAN DESIGNATION

LDR-1 14.66 ACRES
LI 19.71 ACRES

EXISTING ZONING

PD-A-G ORD. # 3088 34.37 ACRES

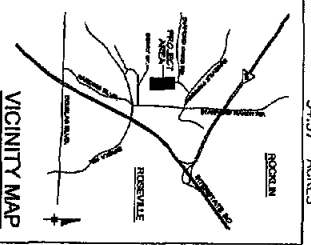
PROPOSED GENERAL PLAN DESIGNATION

LDR-5 9.16 ACRES
LI 14.33 ACRES
BP 8.55 ACRES

PROPOSED ZONING

M-1 ZONE: 14.33 ACRES
BP ZONE (NORTH): 2.75 ACRES
BP ZONE (SOUTH): 5.80 ACRES
RESIDENTIAL ZONE (NORTH): 4.06 ACRES
RESIDENTIAL ZONE (SOUTH): 5.10 ACRES
PUBLIC ROAD: 2.33 ACRES

TOTAL AREA: 34.37 ACRES



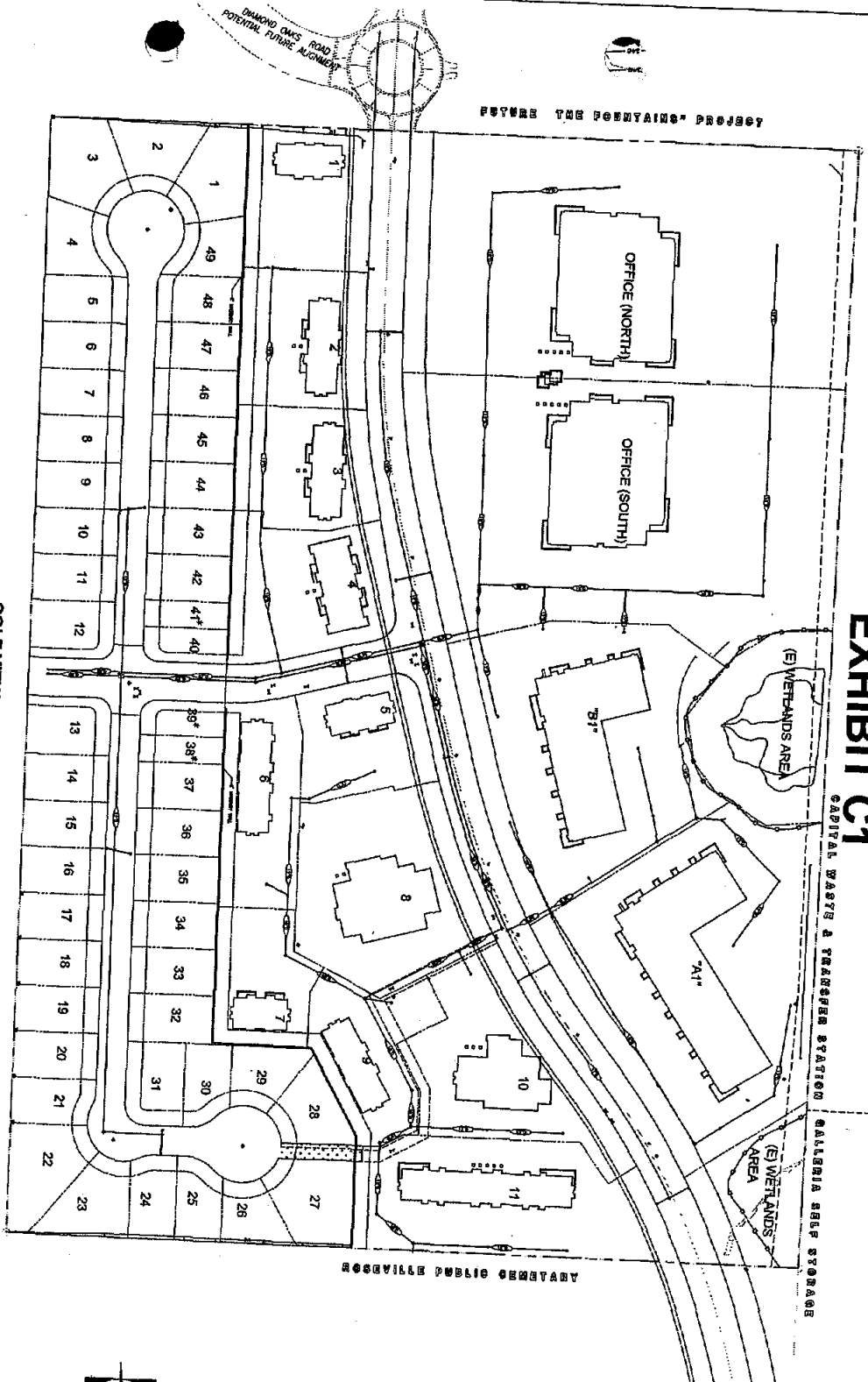
SIERRA - OLIVARIUS CONSTRUCTION
Sierra & Olivarius
6225 Sherrill College Boulevard - Suite 300
Roseville, California 95661
816-971-4585
800-451-4583
Fax 916-971-5589

ZONING PLAN
SCALE: N/A
JUNE 2002

mnp
MORTON & PITALO, INC.
CIVIL ENGINEERING • PLANNING • SURVEYING
1788 THIBRE ROAD - SUITE 200 - SACRAMENTO, CA 95816
PHONE: 916/927-2400 • FAX: 916/567-0320
EMAIL: engr@mnpeng.com

EXHIBIT C1

VINTAGE OAKS BUSINESS PARK & VINTAGE OAKS ESTATES



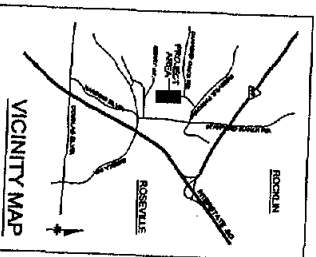
GOLF VIEW ESTATES UNIT 2

SIERRA & OLYMPIUS CONSTRUCTION
 A. Steven K. Brown
 President
 6265 Santa College Boulevard - Suite 300
 Roseville, California 95681
 916-791-5885
 800-551-6883
 Fax: 916-791-5889

DRAINAGE IMPROVEMENTS
 SCALE: N/A

JUNE 2002

mnp
MORTON & PITALO, INC.
 CIVIL ENGINEERING • PLANNING • SURVEYING
 1788 HUNTER ROAD - SUITE 200 • SACRAMENTO, CA 95815
 885-919/927-1155 FAX: 920/550-0750
 WWW.ENGNEERMORTON.COM

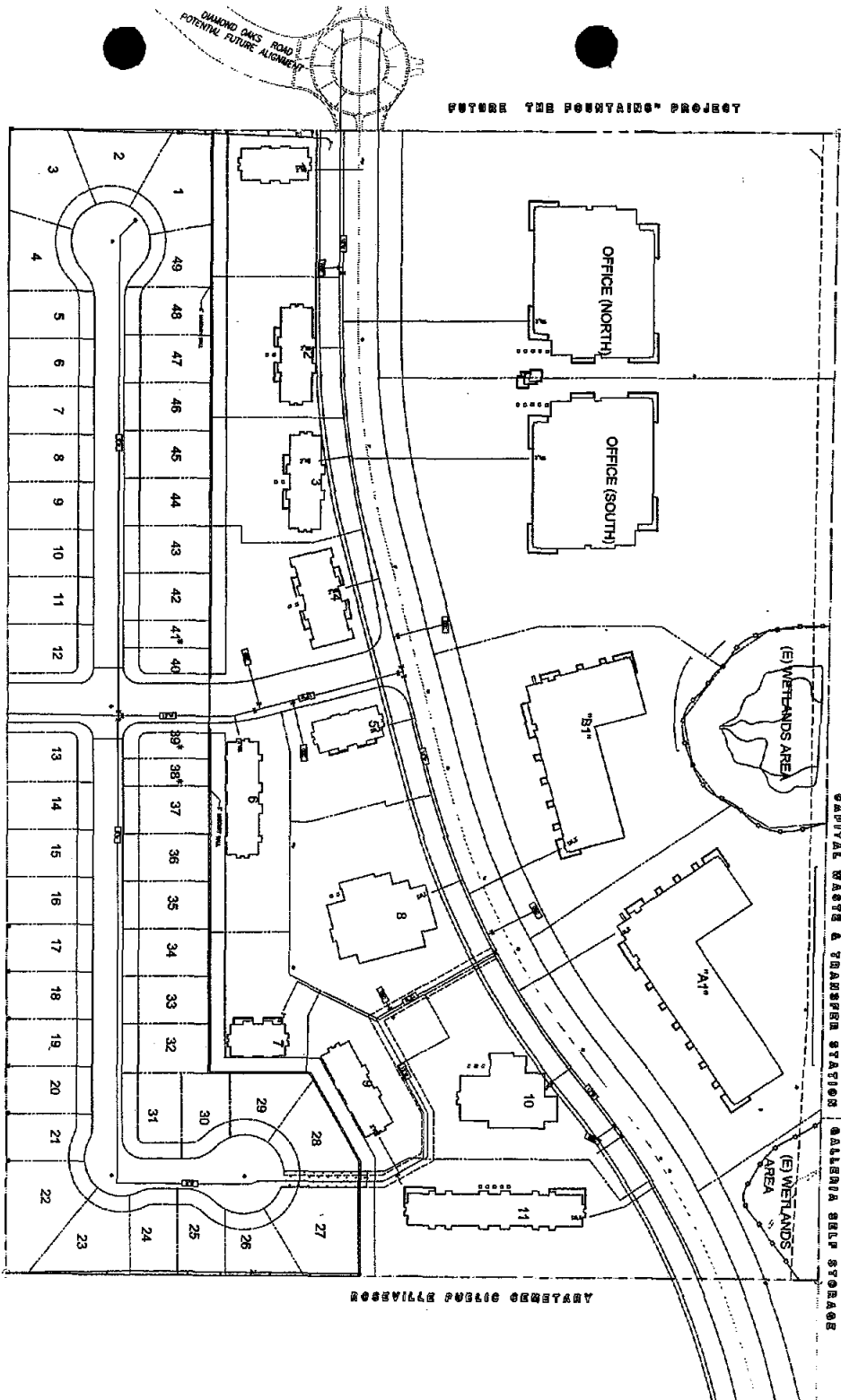


UTILITY LEGEND

SYMBOL	DESCRIPTION
(Symbol)	3" MIN. DRAIN PIPE 4' DIA.
(Symbol)	6" MIN. DRAIN PIPE 4' DIA.
(Symbol)	12" MIN. DRAIN PIPE 4' DIA.
(Symbol)	18" MIN. DRAIN PIPE 4' DIA.
(Symbol)	24" MIN. DRAIN PIPE 4' DIA.
(Symbol)	30" MIN. DRAIN PIPE 4' DIA.
(Symbol)	36" MIN. DRAIN PIPE 4' DIA.
(Symbol)	42" MIN. DRAIN PIPE 4' DIA.
(Symbol)	48" MIN. DRAIN PIPE 4' DIA.
(Symbol)	54" MIN. DRAIN PIPE 4' DIA.
(Symbol)	60" MIN. DRAIN PIPE 4' DIA.
(Symbol)	66" MIN. DRAIN PIPE 4' DIA.
(Symbol)	72" MIN. DRAIN PIPE 4' DIA.
(Symbol)	78" MIN. DRAIN PIPE 4' DIA.
(Symbol)	84" MIN. DRAIN PIPE 4' DIA.
(Symbol)	90" MIN. DRAIN PIPE 4' DIA.
(Symbol)	96" MIN. DRAIN PIPE 4' DIA.
(Symbol)	102" MIN. DRAIN PIPE 4' DIA.
(Symbol)	108" MIN. DRAIN PIPE 4' DIA.
(Symbol)	114" MIN. DRAIN PIPE 4' DIA.
(Symbol)	120" MIN. DRAIN PIPE 4' DIA.
(Symbol)	126" MIN. DRAIN PIPE 4' DIA.
(Symbol)	132" MIN. DRAIN PIPE 4' DIA.
(Symbol)	138" MIN. DRAIN PIPE 4' DIA.
(Symbol)	144" MIN. DRAIN PIPE 4' DIA.
(Symbol)	150" MIN. DRAIN PIPE 4' DIA.
(Symbol)	156" MIN. DRAIN PIPE 4' DIA.
(Symbol)	162" MIN. DRAIN PIPE 4' DIA.
(Symbol)	168" MIN. DRAIN PIPE 4' DIA.
(Symbol)	174" MIN. DRAIN PIPE 4' DIA.
(Symbol)	180" MIN. DRAIN PIPE 4' DIA.
(Symbol)	186" MIN. DRAIN PIPE 4' DIA.
(Symbol)	192" MIN. DRAIN PIPE 4' DIA.
(Symbol)	198" MIN. DRAIN PIPE 4' DIA.
(Symbol)	204" MIN. DRAIN PIPE 4' DIA.
(Symbol)	210" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	222" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	234" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	300" MIN. DRAIN PIPE 4' DIA.
(Symbol)	306" MIN. DRAIN PIPE 4' DIA.
(Symbol)	312" MIN. DRAIN PIPE 4' DIA.
(Symbol)	318" MIN. DRAIN PIPE 4' DIA.
(Symbol)	324" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	336" MIN. DRAIN PIPE 4' DIA.
(Symbol)	342" MIN. DRAIN PIPE 4' DIA.
(Symbol)	348" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	360" MIN. DRAIN PIPE 4' DIA.
(Symbol)	366" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	378" MIN. DRAIN PIPE 4' DIA.
(Symbol)	384" MIN. DRAIN PIPE 4' DIA.
(Symbol)	390" MIN. DRAIN PIPE 4' DIA.
(Symbol)	396" MIN. DRAIN PIPE 4' DIA.
(Symbol)	402" MIN. DRAIN PIPE 4' DIA.
(Symbol)	408" MIN. DRAIN PIPE 4' DIA.
(Symbol)	414" MIN. DRAIN PIPE 4' DIA.
(Symbol)	420" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	504" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	696" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	720" MIN. DRAIN PIPE 4' DIA.
(Symbol)	726" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	750" MIN. DRAIN PIPE 4' DIA.
(Symbol)	756" MIN. DRAIN PIPE 4' DIA.
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(Symbol)	990" MIN. DRAIN PIPE 4' DIA.
(Symbol)	996" MIN. DRAIN PIPE 4' DIA.
(Symbol)	1002" MIN. DRAIN PIPE 4' DIA.

EXHIBIT D

CAPITAL WATER & TREATMENT STATION CALLEJERIA SELF STORAGE

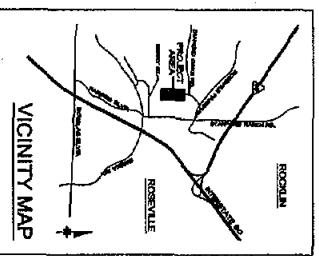


GOLF VIEW ESTATES UNIT 2

VINTAGE OAKS BUSINESS PARK & VINTAGE OAKS ESTATES

UTILITY LEGEND

SYMBOL	DESCRIPTION
(Symbol)	EXISTING UTILITY
(Symbol)	PROPOSED UTILITY
(Symbol)	EXISTING WATER
(Symbol)	PROPOSED WATER
(Symbol)	EXISTING SANITARY
(Symbol)	PROPOSED SANITARY
(Symbol)	EXISTING GAS
(Symbol)	PROPOSED GAS
(Symbol)	EXISTING TELEPHONE
(Symbol)	PROPOSED TELEPHONE
(Symbol)	EXISTING CABLE
(Symbol)	PROPOSED CABLE
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(Symbol)	PROPOSED FIBER OPTIC
(Symbol)	EXISTING POWER
(Symbol)	PROPOSED POWER
(Symbol)	EXISTING RAILROAD
(Symbol)	PROPOSED RAILROAD
(Symbol)	EXISTING HIGHWAY
(Symbol)	PROPOSED HIGHWAY
(Symbol)	EXISTING AIRPORT
(Symbol)	PROPOSED AIRPORT
(Symbol)	EXISTING CANAL
(Symbol)	PROPOSED CANAL
(Symbol)	EXISTING DRAINAGE
(Symbol)	PROPOSED DRAINAGE
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(Symbol)	PROPOSED WALL
(Symbol)	EXISTING SIGN
(Symbol)	PROPOSED SIGN
(Symbol)	EXISTING LIGHTING
(Symbol)	PROPOSED LIGHTING
(Symbol)	EXISTING LANDSCAPE
(Symbol)	PROPOSED LANDSCAPE
(Symbol)	EXISTING SITEWORK
(Symbol)	PROPOSED SITEWORK
(Symbol)	EXISTING UTILITIES
(Symbol)	PROPOSED UTILITIES



SIERRA - OLYMPIUS CONSTRUCTION
 President
 8265 Sierra College Boulevard - Suite 300
 Roseville, California 95678
 916-771-5585
 800-581-5983
 Fax: 916-791-5389

WATER SYSTEM IMPROVEMENTS

SCALE: N/A

JUNE 2002

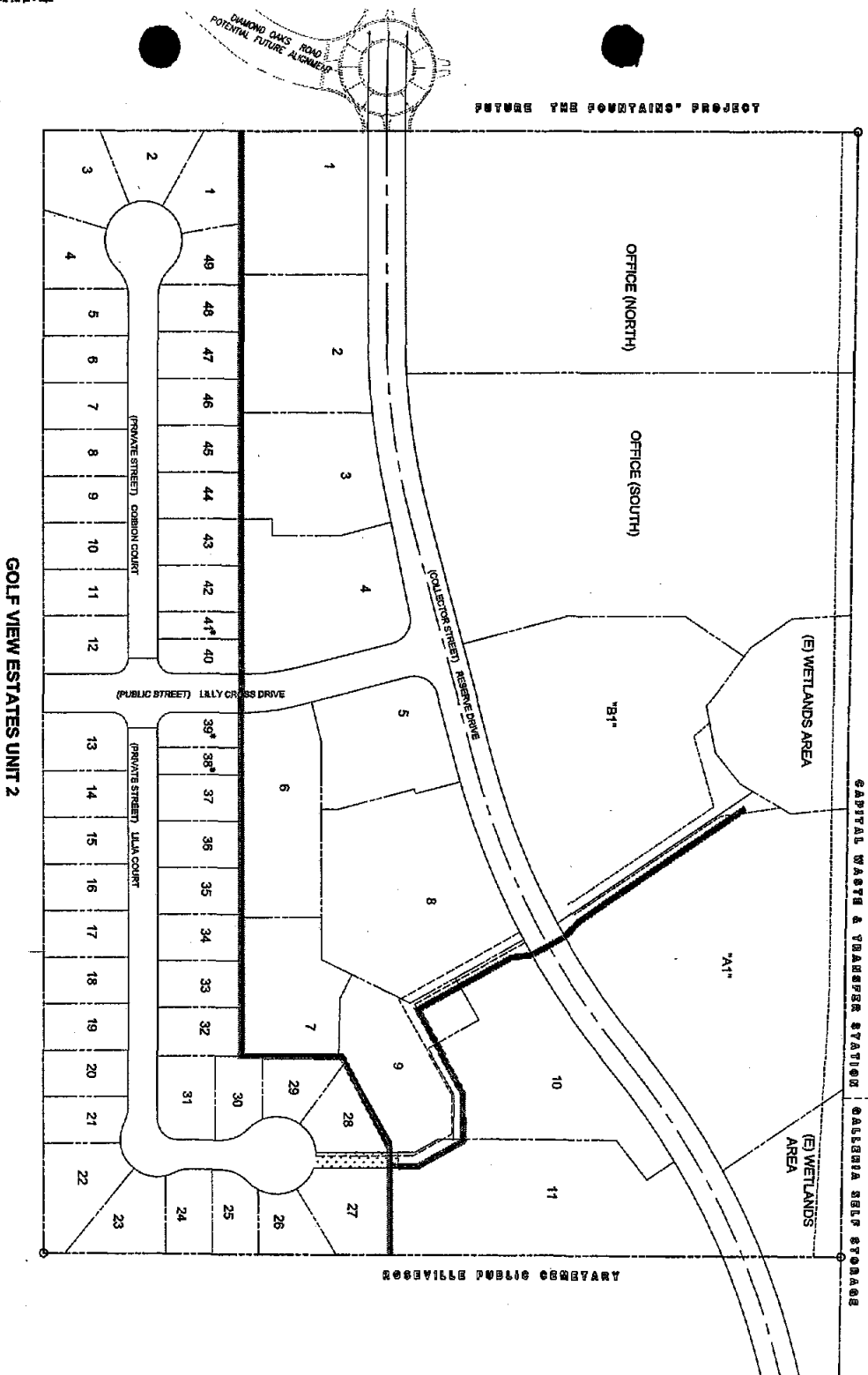
mnp
MORTON & PITALO, INC.
 CIVIL ENGINEERING & PLANNING & SURVEYING
 1788 TRIBUTE ROAD, SUITE 200, SACRAMENTO, CA 95815
 PHONE: 916/722-2400, FAX: 916/597-0200
 BBS: 714/221-1155, EMAIL: SINGH@MORTONPITALO.COM

25

EXHIBIT E

[RESERVED]

EXHIBIT G



VINTAGE OAKS & BUSINESS PARK VINTAGE OAKS ESTATES

OWNER/DEVELOPER

SIERRA OLYMPUS CONSTRUCTION
8255 SIERRA COLLEGE BOULEVARD, SUITE 300
ROSEVILLE, CA 95681

ENGINEER

MORTON & PITALO, INC.
1728 TRIBUTE ROAD, SUITE 200
SACRAMENTO, CA 95816

ASSESSOR'S PARCEL NUMBERS
015-100-022

AREA

34.45 AC. NET

EXISTING ZONING

PD-A-G ORD. # 3088

PROPOSED ZONING

M-1, BR. & RI/2S

GIS

PACIFIC GAS & ELECTRIC

TELEPHONE

ROSEVILLE TELEPHONE

ROSEVILLE CITY SCHOOL

ROSEVILLE CITY SCHOOL

WATER

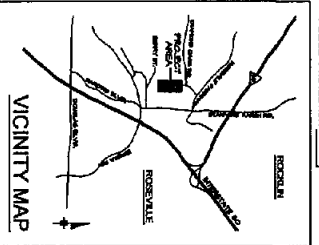
SEWER

ELECTRIC

FIRE PROTECTION

POLICE PROTECTION

CITY OF ROSEVILLE



SIERRA OLYMPUS CONSTRUCTION
A Sierra K. Brown
Company
8255 Sierra College Boulevard - Suite 300
Roseville, California 95681
916-791-4585
800-551-4585
Fax 916-791-4589

ROAD IMPROVEMENTS
SCALE: N/A
JUNE 2001

mnp
MORTON & PITALO, INC.
CIVIL ENGINEERING & PLANNING & SURVEYING
1728 TRIBUTE ROAD, SUITE 200, SACRAMENTO, CA 95816
PHONE: (916) 551-0120
FAX: (916) 551-0120
Email: info@mortonandpitalo.com

28

ORDINANCE NO. 3782

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
REZONING CERTAIN REAL PROPERTY LOCATED AT
600 DIAMOND OAKS ROAD, ROSEVILLE
(Vintage Oaks Business Park and Estates)

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. That certain real property within the City of Roseville located at 600 Diamond Oaks Road (Vintage Oaks Business Park and Estates), as said property is shown and so designated in Exhibit "A" attached and incorporated herein by reference is hereby rezoned as follows:

Change 34.37 acres from Planned Development for Agriculture (PS/A-G) to 14.33 acres Light Industrial/Development Standards (MI/DS), 8.52 acres to Business Professional/ Development Standards (BP/DS), 9.80 acres to Single Family Residential/Development Standards (R1-DS) unit allocation of 49 units and 1.71 acres of roadways.

SECTION 2. The Development Standards set forth in Exhibit "B," attached and incorporated herein by this reference shall apply to and govern the development of said property.

SECTION 3. The Council of the City of Roseville has reviewed the finding of the Planning Commission recommending approval of the Rezone, and makes the following findings:

1. The rezone is consistent with the General Plan; and
2. The rezone is consistent with the public interest, health, safety, and welfare of the City.

SECTION 4. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) 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 2nd day of January, 2002, by the following vote on roll call:

AYES	COUNCILMEMBERS:	Earl Rush, Richard Roccucci, Gina Garbolino, Rocky Rockholm Claudia Ganar
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None

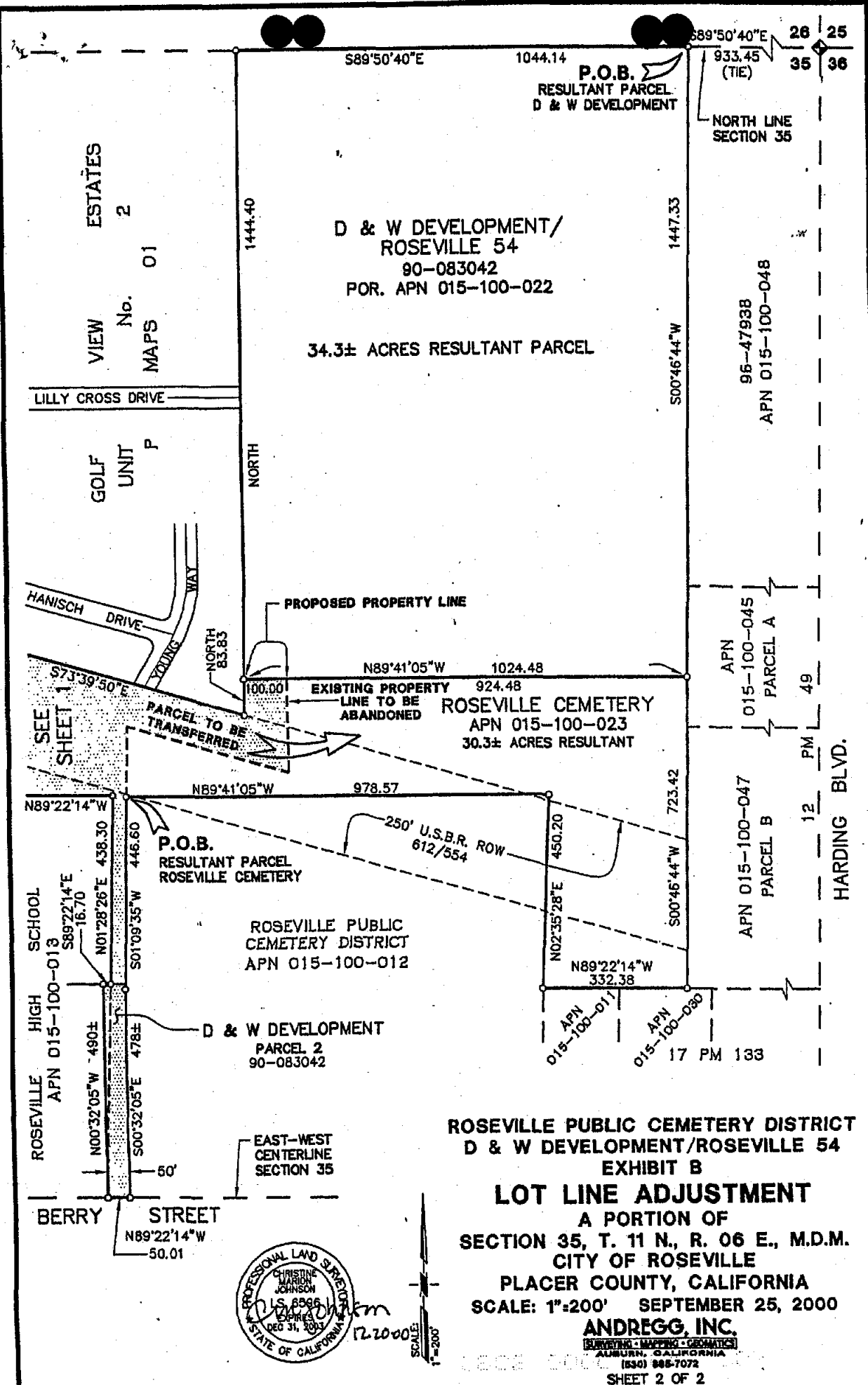
September 29, 2000

Exhibit A
Resultant Parcel Description - Roseville Public Cemetery

A portion of the tract of land described in the Grant Deed to D & W Development Roseville 54 recorded in Instrument No. 90-083042, Official Records of Placer County, together with the tract of land described in the Deed to the Roseville Public Cemetery District recorded in Volume 648 at Page 158, Official Records of Placer County, located in the North one-half of Section 35, Township 11 North, Range 06 East, M.D.M., in the City of Roseville, Placer County, California.

Beginning at the Northwest corner of the above described lands of the Roseville Public Cemetery District; thence from the point of beginning South $01^{\circ}09'35''$ West along the Westerly line of said lands of Roseville Cemetery for a distance of 446.60 feet to the Southeast corner thereof, the Northwest corner of the Roseville Cemetery as depicted on the map dated May 8, 1920; thence South $00^{\circ}32'05''$ East along the West line of said Cemetery lands for a distance of 478 feet, more or less to a point on the East-West centerline of said Section 35; thence North $89^{\circ}22'14''$ West along said centerline for a distance of 50.01 feet to the Southwest corner of the tract of land described as "Parcel 2" in the above described Grant Deed to D & W Development Roseville 54; thence North $00^{\circ}32'05''$ West along the Westerly line of said "Parcel 2" for a distance of 490 feet, more or less (cite: 534.01 feet) to a point on the Southerly line of the tract of land described in the Grant Deed to Roseville Joint Union High School District recorded in Volume 648 at Page 161, Official Records of Placer County; thence South $89^{\circ}22'14''$ East along said Southerly line for a distance of 16.70 feet to the Southeast corner thereof; thence along the Easterly and Northerly lines of said lands of Roseville Joint Union High School District the following two (2) consecutive courses and distances: (1) North $01^{\circ}28'26''$ East for a distance of 438.30 feet; and (2) North $89^{\circ}22'14''$ West for a distance of 1382.09 (cite: 1375.80 feet) to the Northwest corner thereof, a point on the East line of the tract of land shown and designated as Parcel B on the Parcel Map file in Book 8 of Parcel Maps at Page 28, Placer County Records; thence North $01^{\circ}02'00''$ East along said East line for a distance of 399.74 feet to the Northeast corner of said Parcel B; thence North $73^{\circ}39'50''$ West along the Northerly line of Parcel B for a distance of 582.98 feet to the Northwestern corner thereof; thence North $00^{\circ}49'30''$ West along the East line of Diamond Oaks Boulevard as shown and so designated on said Parcel Map for a distance of 261.65 feet to a point on the Northerly line of the tract of land described as "Parcel Seventeen - Tract One" in the Judgement on a Declaration of Taking filed in Volume 612 at Page 554, Official Records of Placer County, the Southwesterly corner of the tract of land shown and designated as Lot 4 on the plat of Diamond Oaks Unit No. 9 filed in Book Q of Maps at Page 9, Placer County Records; thence South $73^{\circ}39'50''$ East along said Northerly line, the Southerly line of said Lot 4, the Southerly line of the tract of land

Page 1 of 2



VIEW ESTATES
No. 2
MAPS 01

D & W DEVELOPMENT/
ROSEVILLE 54
90-083042
POR. APN 015-100-022

34.3± ACRES RESULTANT PARCEL

P.O.B.
RESULTANT PARCEL
D & W DEVELOPMENT

NORTH LINE
SECTION 35

LILLY CROSS DRIVE

GOLF UNIT P

HANISCH DRIVE
FOYING WAY

PROPOSED PROPERTY LINE

EXISTING PROPERTY
LINE TO BE
ABANDONED
ROSEVILLE CEMETERY
APN 015-100-023
30.3± ACRES RESULTANT

SEE SHEET 1

PARCEL TO BE
TRANSFERRED

P.O.B.
RESULTANT PARCEL
ROSEVILLE CEMETERY

ROSEVILLE PUBLIC
CEMETERY DISTRICT
APN 015-100-012

SCHOOL HIGH
ROSEVILLE
APN 015-100-013

D & W DEVELOPMENT
PARCEL 2
90-083042

EAST-WEST
CENTERLINE
SECTION 35

BERRY STREET

ROSEVILLE PUBLIC CEMETERY DISTRICT
D & W DEVELOPMENT/ROSEVILLE 54
EXHIBIT B

LOT LINE ADJUSTMENT

A PORTION OF
SECTION 35, T. 11 N., R. 06 E., M.D.M.
CITY OF ROSEVILLE

PLACER COUNTY, CALIFORNIA

SCALE: 1"=200' SEPTEMBER 25, 2000

ANDREGG, INC.

SURVEYING · MAPPING · GEOMATICS
AUBURN, CALIFORNIA
(530) 885-7072

SHEET 2 OF 2



11256MB2.DWG

32

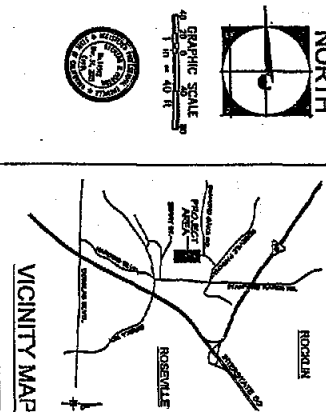
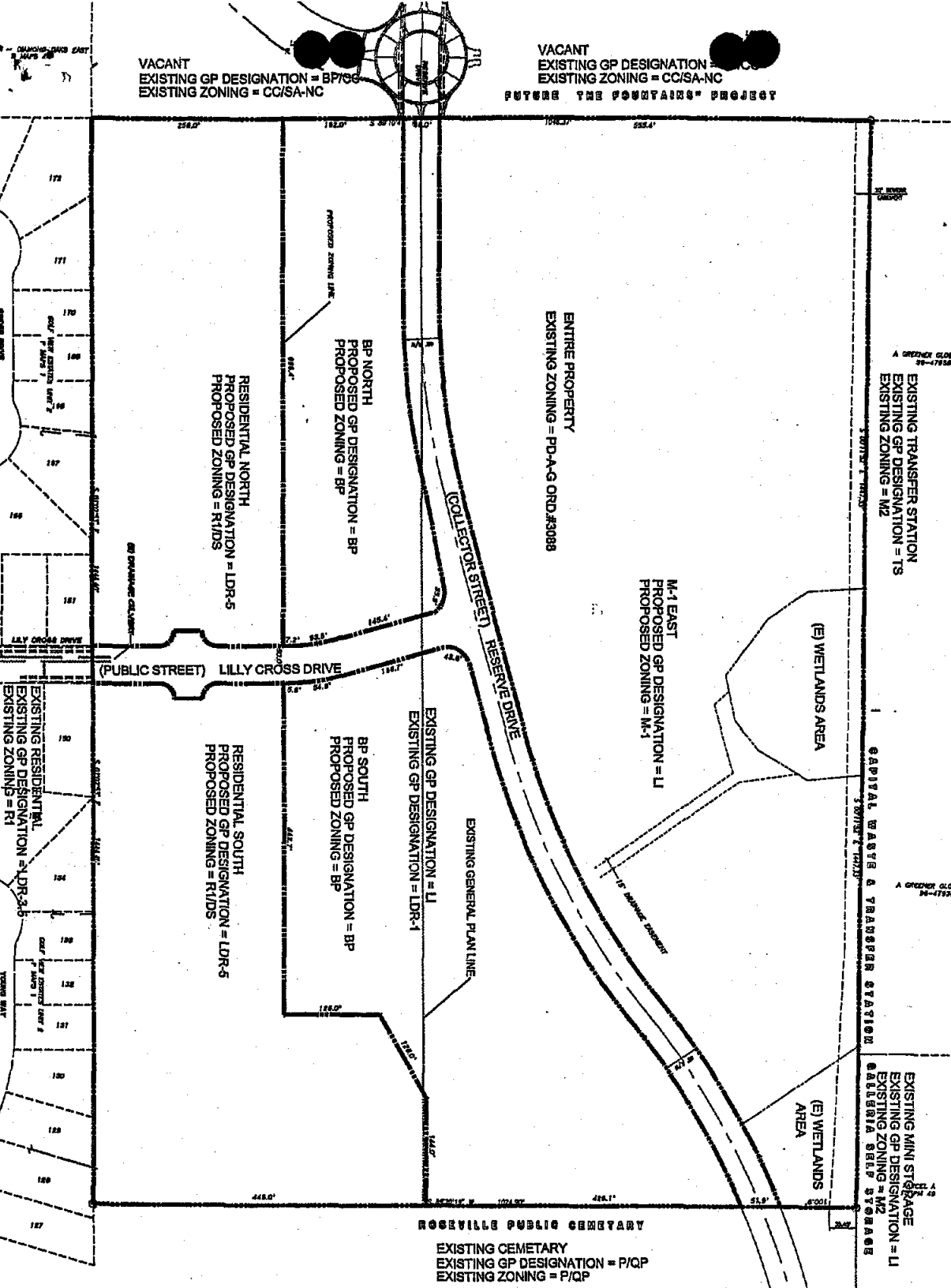
VACANT
 EXISTING GP DESIGNATION = P/QP
 EXISTING ZONING = CC/SA-NC
 FUTURE "THE FOUNTAINS" PROJECT

VACANT
 EXISTING GP DESIGNATION = BP/OS
 EXISTING ZONING = CC/SA-NC

STERRA & OLTIROS
 ARCHITECTS
 2255 Short College Road - Suite 300
 Rosville, Georgia 30088
 800-451-5522
 Fax: 818-915-5583

CONCEPTUAL ZONING PLAN
 SCALE: 1" = 40'
 JUNE 2001

mnp MORTON & PITALO, INC.
 CIVIL ENGINEERING & PLANNING
 1181 Roswell Road, Suite 100
 Roswell, Georgia 30088
 404-585-9000
 Fax: 404-585-9000
 www.mortonandpitalo.com



PROJECT DATA:
 APRN 015 - 100 - 022
 AREA 34.37 ACRES
 EXISTING GENERAL PLAN DESIGNATION
 LI 14.66 ACRES
 LI 19.71 ACRES
 EXISTING ZONING
 PD-A-G ORD. # 3088 34.37 ACRES
 PROPOSED GENERAL PLAN DESIGNATION
 LDR-5 9.16 ACRES
 LI 14.33 ACRES
 BP 8.55 ACRES
 PROPOSED ZONING
 M-1 ZONE: 14.33 ACRES
 BP ZONE (NORTH): 2.75 ACRES
 BP ZONE (SOUTH): 5.80 ACRES
 RESIDENTIAL ZONE (NORTH): 4.06 ACRES
 RESIDENTIAL ZONE (SOUTH): 5.10 ACRES
 PUBLIC ROAD: 2.33 ACRES
 TOTAL AREA: 34.37 ACRES

**VINTAGE OAK
 ESTATES
 BUSINESS PARK
 &**

B3

October 2, 2001
 Submitted By: Steven K. Brown

**VINTAGE OAKS
 DESIGN STANDARDS**

Residential Design Standards

*R1/DS AMENDED DEVELOPMENT STANDARDS FOR
 HALF-PLEX LOTS*

Development Feature	R1/DS
Area, Interior Lot	3500 sq. ft.
Area Corner Lot	4500 sq. ft. *
Width, Interior Lot	35 ft.
Width, Corner Lot	45 ft.
Minimum Front Yard Setback to Ground Floor	15 ft.
Minimum Front Yard Setback to Second Floor	20 ft.
Minimum Side Yard for Adjacent Halfplex Units	0 ft.
Minimum Rear Yard Setback	20 ft.
Garage Setback with Rollup Door	18 ft.
Site Coverage	45%

* Area used to provide a corner radius shall be included in the lot-area calculations.

All other Residential lots shall comply with R1 Zoning standards, except single story homes may have 45% coverage in accordance with the following:

*R1/DS AMENDED DEVELOPMENT STANDARDS FOR
 SINGLE STORY*

Development Feature	R1/DS
Minimum Front Yard Setback for Side Entry Garages	15 ft.
Garage Setback with Roll up Door	18 ft.
Site Coverage for Single Story Units	45%

- * 45% coverage may apply provided:
 - No lots with site constraints (such as native oak trees) shall have reduced front yard setbacks and increased coverage.
 - No more than 33% of the home within a subdivision shall have reduced front yard setbacks; and
 - No more than three units in a row with the reduced front yard setbacks and increased coverage.

Wood Fence at north property line shall be designed consistent with Figure 3-9a of the NCRSP.

304

Light Industrial Design Standards

30' Reserve Drive setback
Wetlands setback per Corps Permit
30' maximum height for A1/B1
40' maximum height for Office north/south

Business Professional Guidelines

Reserve Drive Landscape Corridor	30' minimum
Lily-Cross Drive Landscape Corridor	20' minimum
Minimum Landscape setback @ residences	20' minimum
Building Setback - Less than 30' tall	20' minimum
More than 30' tall	50' minimum

Building Height 1 story & 40' maximum

Pole Light Height 15' maximum within 50' of residential properties

A/C units located to minimize noise impacts as recommended by noise consultant

Screen of 15-gallon trees/5-gallon shrubs @ residences

Masonry wall 6' tall @ boundary between single family homes and Business Professional. The wall design shall be per Figure 3-9b or 3-9c of the NCRSP, with pilasters at angle points.

General Guidelines

The landscape palette for Reserve Drive shall be consistent with the palette identified for Reserve Drive in the NCRSP Landscape Design Guidelines

35
5/8/2000

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A DEVELOPMENT AGREEMENT REGARDING VINTAGE OAKS (PICO
RANCH, INC.), 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 with Pico Ranch, Inc. with respect to the Vintage Oaks Business Park and Estates project.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement, 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 Vintage Oaks Business Park and Estates;
2. The Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Development Agreement is in conformance with the public healthy, safety and welfare;
4. The Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The Development Agreement by and between Pico Ranch, Inc. and the City of Roseville, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, 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 ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this 2nd day of January , 2002, by the following vote on roll call:

AYES	COUNCILMEMBERS:	Earl Rush, Richard Roccucci, Gina Garbolino, Rocky Rockholm Claudia Gamar
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None


MAYOR

ATTEST:


ASSISTANT City Clerk