

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

D. Owner and City entered into the Amendment of Supplemental Development Agreement dated September 20, 1995 (the "First Amendment") which was recorded on November 7, 1995 in the Official Records of Placer County as Instrument No. 95-059718.

E. On Dec 14, ¹⁹⁹⁵ ~~1996~~, ^{PLANNING Commission} the City Council of the City of Roseville approved the Highland Reserve Tentative Large Lot Map merging and resubdividing approximately 380 acres of RPIP property in the NCRSP area including Parcels 21, 24, 25, 42, 43, 48 and 49 (the "Merger and Resubdivision").

F. This Second Amendment of the Supplemental Development Agreement is entered into for the purpose of revising the list of Obligated Parcels and Parcel Specific Improvements set forth in Section 4 of the Supplemental Development Agreement (as amended by the First Amendment) to reflect the Merger and Resubdivision.

G. This Second Amendment of the Supplemental Development Agreement does not include the following Parcel Specific Improvements which were previously incorporated in the Supplemental Development Agreement and First Amendment thereto:

- i) Roseville Parkway, 2 lanes, Collector A to Pleasant Grove (including in-road waterline),
- ii) Roseville Parkway, 2 lanes, Washington Boulevard to Collector A (including in-road waterline), and
- (iii) Parcel 49 Detention Basin.

The Parcel 49 detention basin improvements have been omitted from this Second Amendment because, as part of the Merger and Resubdivision, City and Owner have agreed to an alternative detention program which eliminates the need for this facility. The Roseville Parkway improvements have been omitted from this Second Amendment because City and Owner have reached agreement regarding alternative financing mechanisms which, when coupled with the North Central Roseville Community Facilities District No. 1 ("NCR CFD") Pay-As-You-Go

program, make unnecessary further encumbrance of Parcels 21 and 49 (or successor Parcels 18A, 17A, 17B, 49A and 49B) for this purpose. Such alternative financing mechanisms will be addressed in a Memorandum of Understanding between the parties which contemplates:

- i) the set aside of reimbursements received by the NCR CFD from Pacific Gas and Electric Company pursuant to agreements dated June 28, 1991, September 23, 1991 and April 15, 1992 to be used exclusively for the widening of Roseville Parkway from two to four lanes between Pleasant Grove Boulevard and Washington Boulevard (the "Parkway Improvements");
- ii) the establishment of a schedule for the levy and collection of special tax proceeds pursuant to the NCR CFD Pay-As-You-Go program such that the \$822,940 in Pay-As-You-Go proceeds designated for use in constructing the Parkway Improvements are collected on a priority basis in seven annual increments of \$117,563;
- iii) the potential use of water system revenue bonds to cover the costs of the Roseville Parkway In-Road Waterline between Pleasant Grove Boulevard and Washington Boulevard (the "Parkway Waterline"); and
- iv) if revenue bonds are used, the establishment of a schedule for the levy and collection of special tax proceeds pursuant to the NCR CFD Pay-As-You-Go program such that the \$832,579 in Pay-As-You-Go proceeds designated for use in constructing the Parkway Waterline are collected on a priority basis in annual increments of an amount to be determined, for use in financing bond debt attributable to the costs of the Parkway Waterline,

or

if revenue bonds are not used, the establishment of a schedule for the levy and collection of NCR CFD special tax such that the \$832,579 in Pay-As-You-Go proceeds are collected on a priority basis in five annual increments of \$166,516 for use in constructing the Parkway Waterline.

H. The City Council has found and determined that this Second Amendment of the Supplemental Development Agreement is consistent with the General Plan and the North Central Roseville Specific Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREES AS FOLLOWS:

1. Amendment of Supplemental Development Agreement. The following section of the Supplemental Development Agreement is hereby amended as follows:

a. Section 4.

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

<u>"OBLIGATED PARCEL"</u>	<u>PARCEL SPECIFIC IMPROVEMENT</u>	<u>ESTIMATED COST</u>
18A	Parcel 84 Bike Path, from Roseville Parkway/ Pleasant Grove to southeastern boundary of Parcel 55B (including the bike path link between Parcels 55A and 99B)	164,760
18B	Parcel 84 Bike Path, from Roseville Parkway/ Pleasant Grove to southeastern boundary of Parcel 55B (including the bike path link between Parcels 55A and 99B)	164,760
18C	Parcel 84 Bike Path, from Roseville Parkway/ Pleasant Grove to southeastern boundary of Parcel 55B (including the bike path link between Parcels 55A and 99B)	164,760
18C	Pleasant Grove Boulevard, lanes west of median, from Roseville Parkway to northern property line of Parcel 18C	279,594
19	Collector C, Frontage Improvements	1,137,405
21A	Pleasant Grove Boulevard, lanes east of median and utilities, from Roseville Parkway to northern property line of Parcel 21A	1,275,110

34	Frontage Improvements, Stanford Ranch Road	336,058
40	Parcel 82 Bike Path	82,380
42	Parcel 101 Detention Basin, with capacity of 8 1/2 acre feet	325,000
42	Eastpark Drive	2,233,696
43	Parcel 101 Detention Basin, with capacity of 8 1/2 acre feet	325,000
43	Pleasant Grove Boulevard, Lanes east of the median, median and utilities, from Roseville Parkway to Highway 65 Right-of-Way	1,792,835
43	Parcel 83 Bike Path	94,150
48A	Pleasant Grove Boulevard, Lanes west of the median, from Roseville Parkway to Highway 65 Right-of-Way	358,567
48A	Parcel 84 Bike Path, from Roseville Parkway/ Pleasant Grove to southeastern boundary of Parcel 55B (including the bike path link between Parcels 55A and 99B)	164,760
49A	Utility Trench and utilities, from Washington Boulevard to Collector A	400,094

A worksheet reconciling, on a line-item basis, the estimated costs of the Parcel Specific Improvements (as set forth above) and the CFD Construction Budget (as set forth in Attachment 3 to the Amended Rate and Method) is attached hereto as Exhibit "C" and incorporated herein by reference. City and Owner agree that if Parcel 19 is further subdivided pursuant to a large lot parcel map or is developed as a phased subdivision, the obligation to construct the Collector C frontage improvements as set forth above will be co-extensive with that portion of Collector C which fronts the parcel or phase being developed.

2. The Supplemental Development Agreement is amended herewith to delete Exhibit A-1(a).

3. The Supplemental Development Agreement is amended herewith to delete Exhibit A-1(b).
4. The Supplemental Development Agreement is amended herewith to delete Exhibit A-1(c).
5. The prior Exhibit A-1(f) is superseded and amended by substitution herewith and Exhibit A-1(f), attached hereto and incorporated by reference, is substituted therefore.
6. The prior Exhibit A-1(g) is superseded and amended by substitution herewith and Exhibit A-1(g), attached hereto and incorporated by reference, is substituted therefore.
7. The Supplemental Development Agreement is amended herewith to delete Exhibit A-1(h).
8. The Supplemental Development Agreement is amended herewith to delete Exhibit A-1(i).
9. The Supplemental Development Agreement is amended herewith to add Exhibit A-1(j), attached hereto and incorporated by reference.
10. The Supplemental Development Agreement is amended herewith to add Exhibit A-1(k), attached hereto and incorporated by reference.
11. The Supplemental Development Agreement is amended herewith to add Exhibit A-1(l), attached hereto and incorporated by reference.
12. The Supplemental Development Agreement is amended herewith to add Exhibit A-1(m), attached hereto and incorporated by reference.
13. The Supplemental Development Agreement is amended herewith to add Exhibit A-1(n), attached hereto and incorporated by reference.

14. The Supplemental Development Agreement is amended herewith to add Exhibit A-1(o), attached hereto and incorporated by reference.

15. The Supplemental Development Agreement is amended herewith to add Exhibit A-1(p), attached hereto and incorporated by reference.

16. The Supplemental Development Agreement is amended herewith to delete Exhibit A-2(a).

17. The Supplemental Development Agreement is amended herewith to delete Exhibit A-2(b).

18. The Supplemental Development Agreement is amended herewith to delete Exhibit A-2(c).

19. The prior Exhibit A-2(f) is superseded and amended by substitution herewith and Exhibit A-2(f), attached hereto and incorporated by reference, is substituted therefore.

20. The prior Exhibit A-2(g) is superseded and amended by substitution herewith and Exhibit A-2(g), attached hereto and incorporated by reference, is substituted therefore.

21. The Supplemental Development Agreement is amended herewith to delete Exhibit A-2(h).

22. The Supplemental Development Agreement is amended herewith to delete Exhibit A-2(i).

23. The Supplemental Development Agreement is amended herewith to add Exhibit A-2(j), attached hereto and incorporated by reference.

24. The Supplemental Development Agreement is amended herewith to add Exhibit A-2(k), attached hereto and incorporated by reference.

25. The Supplemental Development Agreement is amended herewith to add Exhibit A-2(l), attached hereto and incorporated by reference.

26. The Supplemental Development Agreement is amended herewith to add Exhibit A-2(m), attached hereto and incorporated by reference.

27. The Supplemental Development Agreement is amended herewith to add Exhibit A-2(n), attached hereto and incorporated by reference.

28. The Supplemental Development Agreement is amended herewith to add Exhibit A-2(o), attached hereto and incorporated by reference.

29. The Supplemental Development Agreement is amended herewith to add Exhibit A-2(p), attached hereto and incorporated by reference.

30. The property subject to this Second Amendment is and shall be Parcels 18A, 18B, 18C, 19, 21A, 42, 43, 48A and 49A of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Second Amendment shall apply to such parcels as their interests appear. With respect to land subject to the Supplemental Development Agreement which is not part of the property subject to this Second Amendment, the Supplemental Development Agreement shall continue to apply.

31. All provisions of the Supplemental Development Agreement and the First Amendment thereto not otherwise inconsistent with this Amendment, are and shall remain in full force and effect. Such provisions are herewith reenacted, readopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Second Amendment and the readoption and ratification of the Supplemental Development Agreement and the First Amendment thereto are in the best interest of the public health, safety and general welfare and are consistent with the Roseville General Plan, and North Central Roseville Specific Plan as amended and the EIR certified by the City of Roseville on May 31, 1990.

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

- Exhibit "A": Property Description
- Exhibit "B": Subsequent Improvements List
- Exhibit "C": Reconciliation Worksheet
- Exhibit "D": Exhibit "B" - Amended Rate and Method

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. 2957, adopted by the Council of the City of Roseville on the 3rd day of January, 1996, and Owner have caused this Agreement to be executed.

CITY:

CITY OF ROSEVILLE, a
municipal corporation

By: 

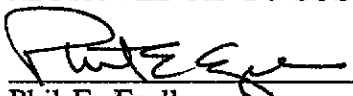
Allen E. Johnson
City Manager

APPROVED AS TO FORM:



Mark J. Doane
City Attorney

APPROVED AS TO SUBSTANCE:



Phil E. Ezell
City Finance Director

ATTEST:



Carolyn Parkinson
City Clerk

OWNER:

ROSEVILLE PROPERTIES INVESTMENT
PARTNERS LTD., a Texas limited
partnership

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

By: 

(AL LIEBERMAN)

Its: SENIOR VICE PRESIDENT

By: 

(MARK A. WILLIAM)

Its: VICE PRESIDENT

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 6 day of February in the year of 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson
Notary Public in and for said State



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

Title or Type of Document Second Amendment to Supp. Govol. Agmt.
(NCRSP)
Date of Document 2.5.96

Acknowledgment - All Purpose

1996 1006 001 1006

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of ILLINOIS
County of COOK

On 12-11-95 before me, BRIDGET M. MORAN
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Al Lieberman
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.

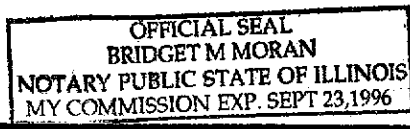
- INDIVIDUAL
- CORPORATE OFFICER(S)
- TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

WITNESS my hand and official seal.

Bridget M. Moran
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 ILLINOIS
County of COOK

On 12-11-95 before me, Bridget M. Moran
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared MARK WILLIAMS
NAME(S) OF SIGNER(S)

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

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)

OFFICIAL SEAL
BRIDGET M MORAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 23, 1996

WITNESS my hand and official seal.
Bridget M. Moran
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 _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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

11/20/2000 00:16:00

MACKAY & SOMPS
CIVIL ENGINEERS
1376 Lead Hill Road, Suite 150
Roseville, CA 95661

18086-00
December 8, 1995
MJS/cla

**DESCRIPTION OF PARCEL 42
SUPPLEMENTAL DEVELOPMENT AGREEMENT**

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcel 42 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at the Northerly corner of said Parcel 42; thence from the TRUE POINT OF BEGINNING South 58°36'24" East a distance of 1837.82 feet; thence South 61°22'09" East a distance of 400.72 feet; thence South 32°50'58" West a distance of 799.98 feet; thence South 74°16'19" West a distance of 200.00 feet; to a curve which tangent bears North 16°34'57" West; thence along said curve to the left having a radius of 1027.00 feet through a central angle of 39°38'51" with an arc length of 710.66 feet; subtended by a chord which bears North 36°24'23" West for a distance of 696.57 feet; thence North 56°13'48" West a distance of 168.56 feet; to a curve to the left having a radius of 2027.00 feet through a central angle of 34°53'42" with an arc length of 1234.51 feet; subtended by a chord which bears North 73°40'39" West for a distance of 1215.52 feet; thence North 01°07'30" West a distance of 567.46 feet; thence South 83°23'02" East a distance of 7.89 feet; thence South 87°27'53" East a distance of 70.00 feet; thence North 44°10'28" East a distance of 297.76 feet; thence North 55°54'39" East a distance of 183.40 feet to the POINT OF BEGINNING.

Containing 40.592 acres of land, more or less.

The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.

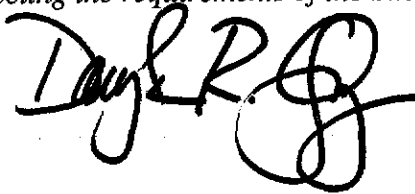


EXHIBIT A-1 (f)

MACKAY & SOMPS
CIVIL ENGINEERS
1376 Lead Hill Road, Suite 150
Roseville, CA 95661

18086-00
December 8, 1995
MJS/cla

DESCRIPTION OF PARCEL 43
SUPPLEMENTAL DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcel 43 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at the northwesterly corner of said Parcel 43 on the Easterly Right-of-Way of Pleasant Grove Blvd; thence from the TRUE POINT OF BEGINNING South 57°56'07" East a distance of 35.00 feet; thence North 53°17'21" East a distance of 190.17 feet; thence South 86°46'14" East a distance of 789.66 feet; to a curve to the right having a radius of 400.00 feet through a central angle of 28°09'50" with an arc length of 196.62 feet; subtended by a chord which bears South 72°41'19" East for a distance of 194.65 feet; thence South 58°36'24" East a distance of 819.87 feet; thence South 60°56'26" West a distance of 288.66 feet; thence South 78°12'30" West a distance of 150.23 feet; thence North 83°27'17" West a distance of 558.67 feet; thence South 67°30'06" West a distance of 451.41 feet; thence South 50°54'39" West a distance of 348.49 feet; thence South 16°02'35" West a distance of 20.94 feet; thence North 48°04'21" West a distance of 574.15 feet; thence North 21°20'02" East a distance of 60.00 feet; to a curve which tangent bears North 68°39'58" West; thence along said curve to the right having a radius of 62.00 feet through a central angle of 92°48'56" with an arc length of 100.44 feet; subtended by a chord which bears North 22°15'30" West for a distance of 89.81 feet; to a curve to the right having a radius of 1935.00 feet through a central angle of 07°24'28" with an arc length of 250.17 feet; subtended by a chord which bears North 27°51'11" East for a distance of 250.00 feet; thence North 27°30'50" East a distance of 190.00 feet; thence North 32°03'53" East a distance of 49.57 feet to the POINT OF BEGINNING.

Containing 27.991 acres of land, more or less.

The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.



EXHIBIT A-1 (g)

1 of 1



MACKAY & SOMPS
CIVIL ENGINEERS
1376 Lead Hill Road, Suite 150
Roseville, CA 95661

18086-00
December 8, 1995
MJS/cla

DESCRIPTION OF PARCEL 18a
SUPPLEMENTAL DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcels 21 and 51 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at a point from which the Northwesterly corner of said Parcel 51 bears North 26°59'27" West a distance of 247.09 feet; thence from the TRUE POINT OF BEGINNING North 75°23'53" East a distance of 264.07 feet; thence South 45°12'59" East a distance of 78.95 feet; thence South 80°38'48" East a distance of 165.15 feet; thence South 55°14'18" East a distance of 121.72 feet; thence South 26°17'35" East a distance of 398.02 feet; to a curve to the left having a radius of 182.00 feet through a central angle of 67°25'26" with an arc length of 214.17 feet; subtended by a chord which bears South 60°00'18" East for a distance of 202.03 feet; thence North 86°16'59" East a distance of 3.52 feet; to a curve to the right having a radius of 143.00 feet through a central angle of 03°57'48" with an arc length of 9.89 feet; subtended by a chord which bears North 88°15'53" East for a distance of 9.89 feet; thence South 59°20'00" East a distance of 141.81 feet; to a curve which tangent bears South 28°54'46" East; thence along said curve to the right having a radius of 143.00 feet through a central angle of 32°21'14" with an arc length of 80.75 feet; subtended by a chord which bears South 12°44'09" East for a distance of 79.68 feet; thence South 03°26'28" West a distance of 43.01 feet; thence North 78°11'39" West a distance of 222.15 feet; to a curve to the left having a radius of 475.00 feet through a central angle of 35°27'59" with an arc length of 294.03 feet; subtended by a chord which bears South 84°04'22" West for a distance of 289.35 feet; thence South 66°20'23" West a distance of 309.14 feet; to a curve which tangent bears North 23°39'37" West; thence along said curve to the right having a radius of 1950.00 feet through a central angle of 05°53'13" with an arc length of 200.36 feet; subtended by a chord which bears North 20°43'00" West for a distance of 200.27 feet; thence North 17°46'24" West a distance of 550.00 feet; to a curve to the left having a radius of 1650.00 feet through a central angle of 04°55'24" with an arc length of 141.78 feet; subtended by a chord which bears North 20°14'06" West for a distance of 141.74 feet to the POINT OF BEGINNING.

Containing 10.997 acres of land, more or less.

The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.



EXHIBIT A-1 (j)

1 of 1



MACKAY & SOMPS
CIVIL ENGINEERS
1376 Lead Hill Road, Suite 150
Roseville, CA 95661

18086-00
December 8, 1995
MJS/cl

DESCRIPTION OF PARCEL 18b
SUPPLEMENTAL DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcel 21 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at a point from which the most Southerly corner of said Parcel 21 bears South 52°30'17" East a distance of 240.30 feet; thence from the TRUE POINT OF BEGINNING North 52°30'17" West a distance of 174.94 feet; to a curve to the right having a radius of 1950.00 feet through a central angle of 28°50'40" with an arc length of 981.69 feet; subtended by a chord which bears North 38°04'57" West for a distance of 971.35 feet; thence North 66°20'23" East a distance of 309.14 feet; to a curve to the right having a radius of 475.00 feet through a central angle of 35°27'59" with an arc length of 294.03 feet; subtended by a chord which bears North 84°04'22" East for a distance of 289.35 feet; thence South 78°11'39" East a distance of 222.15 feet; thence South 03°26'28" West a distance of 457.04 feet; to a curve to the left having a radius of 307.00 feet through a central angle of 26°36'53" with an arc length of 142.61 feet; subtended by a chord which bears South 09°51'58" East for a distance of 141.33 feet; thence South 46°08'31" West a distance of 28.99 feet; thence South 21°08'03" East a distance of 235.00 feet; thence South 37°29'43" West a distance of 182.53 feet to the POINT OF BEGINNING.

Containing 11.759 acres of land, more or less.

The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.

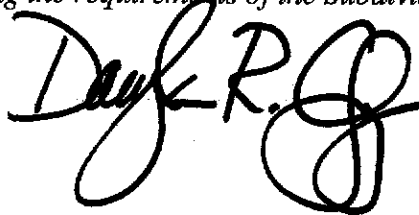


EXHIBIT A-1 (k)

1 of 1



DESCRIPTION OF PARCEL 19
SUPPLEMENTAL DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being all of Parcel 25 and a portion of Parcels 24 and 30 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at a point on the Easterly Right-of-Way of Pioneer Road, said point being the Westerly corner of said Parcel 30; thence from the TRUE POINT OF BEGINNING to a curve which tangent bears North 45°32'35" West; thence along said curve to the right having a radius of 62.00 feet through a central angle of 93°32'52" with an arc length of 101.23 feet; subtended by a chord which bears North 01°13'52" East for a distance of 90.35 feet; to a curve to the left having a radius of 2050.00 feet through a central angle of 01°27'33" with an arc length of 52.21 feet; subtended by a chord which bears North 47°16'31" East for a distance of 52.21 feet; thence North 46°18'08" East a distance of 120.00 feet; thence North 47°16'12" East a distance of 120.00 feet; to a curve which tangent bears North 39°52'19" East; thence along said curve to the left having a radius of 2065.00 feet through a central angle of 06°14'34" with an arc length of 225.00 feet; subtended by a chord which bears North 36°45'02" East for a distance of 224.89 feet; to a curve to the right having a radius of 62.00 feet through a central angle of 80°12'33" with an arc length of 86.79 feet; subtended by a chord which bears North 73°44'01" East for a distance of 79.88 feet; to a curve to the left having a radius of 2065.00 feet through a central angle of 19°40'55" with an arc length of 709.35 feet; subtended by a chord which bears South 76°00'09" East for a distance of 705.87 feet; thence South 85°50'37" East a distance of 536.60 feet; thence North 89°38'33" East a distance of 190.59 feet; thence South 85°50'37" East a distance of 190.03 feet; to a curve to the right having a radius of 1950.00 feet through a central angle of 18°23'57" with an arc length of 626.20 feet; subtended by a chord which bears South 76°38'38" East for a distance of 623.51 feet; thence South 58°55'03" East a distance of 130.00 feet; to a curve which tangent bears South 63°38'05" East; thence along said curve to the right having a radius of 1935.00 feet through a central angle of 05°37'33" with an arc length of 190.00 feet; subtended by a chord which bears South 60°49'18" East for a distance of 189.92 feet; to a curve to the right having a radius of 62.00 feet through a central angle of 85°31'44" with an arc length of 92.55 feet; subtended by a chord which bears South 15°14'40" East for a distance of 84.19 feet; to a curve to the left having a radius of 630.00 feet through a central angle

EXHIBIT A-1 (m)

of 13°03'33" with an arc length of 143.60 feet; subtended by a chord which bears South 20°59'26" West for a distance of 143.29 feet; to a curve to the right having a radius of 25.00 feet through a central angle of 83°06'55" with an arc length of 36.27 feet; subtended by a chord which bears South 56°01'06" West for a distance of 33.17 feet; thence North 82°25'26" West a distance of 428.56 feet; to a curve to the left having a radius of 3272.00 feet through a central angle of 20°15'06" with an arc length of 1156.52 feet; subtended by a chord which bears South 87°27'01" West for a distance of 1150.51 feet; thence South 77°30'00" West a distance of 172.56 feet; to a curve to the left having a radius of 930.00 feet through a central angle of 34°56'16" with an arc length of 567.09 feet; subtended by a chord which bears South 60°01'52" West for a distance of 558.35 feet; to a curve to the right having a radius of 25.00 feet through a central angle of 89°53'28" with an arc length of 39.22 feet; subtended by a chord which bears South 87°30'28" West for a distance of 35.32 feet; to a curve to the right having a radius of 1970.00 through a central angle of 02°00'14" with an arc length of 68.90 feet; subtended by a chord which bears North 46°32'41" West for a distance of 68.90 feet; thence North 45°32'34" West a distance of 759.51 feet to the POINT OF BEGINNING.

Excepting Parcel 55D of the Tentative Largetlot Merger and Resubdivision Map.

Containing 35.645 acres of land, more or less.

The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.

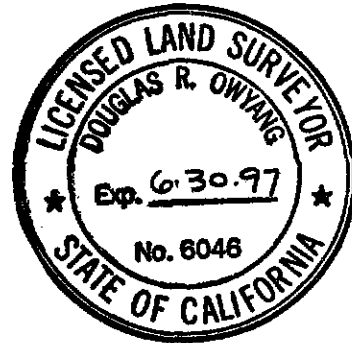


EXHIBIT A-1 (m)

2 of 2

7887 1002 171 1001

DESCRIPTION OF PARCEL 21a
SUPPLEMENTAL DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcel 43 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at the most Southerly corner of said Parcel 43; thence from the **TRUE POINT OF BEGINNING** North 73°24'33" West a distance of 147.00 feet; thence North 37°29'24" West a distance of 57.30 feet; thence North 02°32'53" East a distance of 231.29 feet; to a curve to the right having a radius of 1950.00 feet through a central angle of 05°56'25" with an arc length of 202.17 feet; subtended by a chord which bears North 05°31'06" East for a distance of 202.08 feet; thence North 17°25'19" East a distance of 120.00 feet; to a curve which tangent bears North 12°00'02" East; thence along said curve to the right having a radius of 1935.00 feet through a central angle of 06°31'04" with an arc length of 220.12 feet; subtended by a chord which bears North 15°15'34" East for a distance of 220.00 feet; to a curve to the right having a radius of 62.00 feet through a central angle of 92°48'56" with an arc length of 100.44 feet; subtended by a chord which bears North 64°55'34" East for a distance of 89.81 feet; thence South 48°04'21" East a distance of 574.15 feet; thence South 16°02'35" West a distance of 218.45 feet; thence South 34°19'34" West a distance of 200.38 feet; thence South 55°15'06" West a distance of 185.84 feet; thence South 81°30'07" West a distance of 131.68 feet to the **POINT OF BEGINNING**.

Containing 8.658 acres of land, more or less.

The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.



EXHIBIT A-1 (n)

1 of 1



DESCRIPTION OF PARCEL 48a
SUPPLEMENTAL DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcel 48 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at the easterly corner of said Parcel 48; thence from the TRUE POINT OF BEGINNING South 32°03'53" West a distance of 179.88 feet; thence South 38°32'59" West a distance of 120.00 feet; to a curve which tangent bears South 29°55'12" West; thence along said curve to the left having a radius of 2065.00 feet through a central angle of 06°06'25" with an arc length of 220.10 feet; subtended by a chord which bears South 26°51'59" West for a distance of 220.00 feet; to a curve to the right having a radius of 62.00 feet through a central angle of 41°51'13" with an arc length of 45.29 feet; subtended by a chord which bears South 44°44'23" West for a distance of 44.29 feet; thence North 48°05'11" West a distance of 1836.64 feet; thence North 31°53'46" East a distance of 548.28 feet; thence North 34°43'09" East a distance of 354.93 feet; thence South 55°16'51" East a distance of 862.48 feet; to a curve to the right having a radius of 400.00 feet through a central angle of 27°48'35" with an arc length of 194.15 feet; subtended by a chord which bears South 41°22'34" East for a distance of 192.25 feet; thence South 27°28'16" East a distance of 785.70 feet; thence South 21°35'38" West a distance of 165.24 feet; thence South 57°56'09" East a distance of 45.00 feet to the POINT OF BEGINNING.

Containing 37.751 acres of land, more or less.

The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/4/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.



EXHIBIT A-1 (o)



MACKAY & SOMPS
CIVIL ENGINEERS
1376 Lead Hill Road, Suite 150
Roseville, CA 95661

18086-00
December 8, 1995
MJS/cla

DESCRIPTION OF PARCEL 49a
SUPPLEMENTAL DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcel 49 as shown on the plat of Regional 65 Centre and filed for record in Book R of Maps at Page 24, Placer County Records, and being more particularly described as follows:

Beginning at the most northwesterly corner of said Parcel 49; thence from the TRUE POINT OF BEGINNING South 89°56'30" East a distance of 85.00 feet; to a curve which tangent bears North 82°12'03" East; thence along said curve to the right having a radius of 1100.00 feet through a central angle of 53°14'52" with an arc length of 1022.28 feet; subtended by a chord which bears South 71°10'31" East for a distance of 985.89 feet; thence South 44°33'05" East a distance of 1477.73 feet; thence South 02°40'16" West a distance of 396.81 feet; thence South 09°47'49" West a distance of 41.37 feet; thence South 24°33'22" West a distance of 300.35 feet; thence South 15°13'02" West a distance of 153.33 feet; thence North 48°05'11" West a distance of 2520.96 feet; thence North 01°13'50" East a distance of 545.66 feet to the POINT OF BEGINNING.

Containing 46.469 acres of land, more or less.

The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property without first meeting the requirements of the Subdivision Map Act.

Douglas R. Owyang



EXHIBIT A-1 (p)

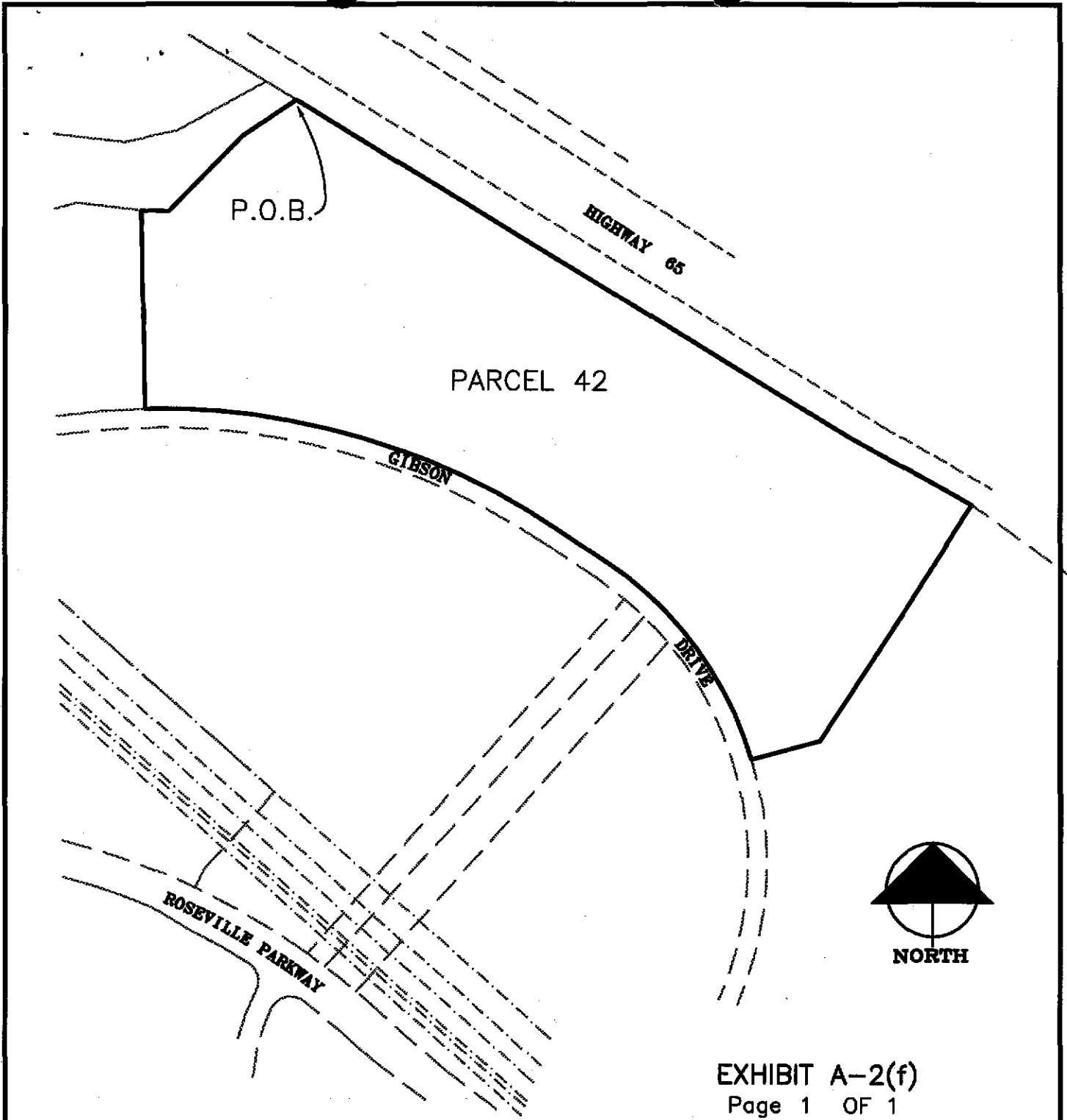


EXHIBIT A-2(f)
Page 1 OF 1

THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DIVIDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

NCRSP PARCEL 42			
ROSEVILLE, CALIFORNIA			
MACKEY & SOMPS			
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING ROSEVILLE, CA. 95661-2944 (916) 773-1189			
MSJ	1"=400'	12/13/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

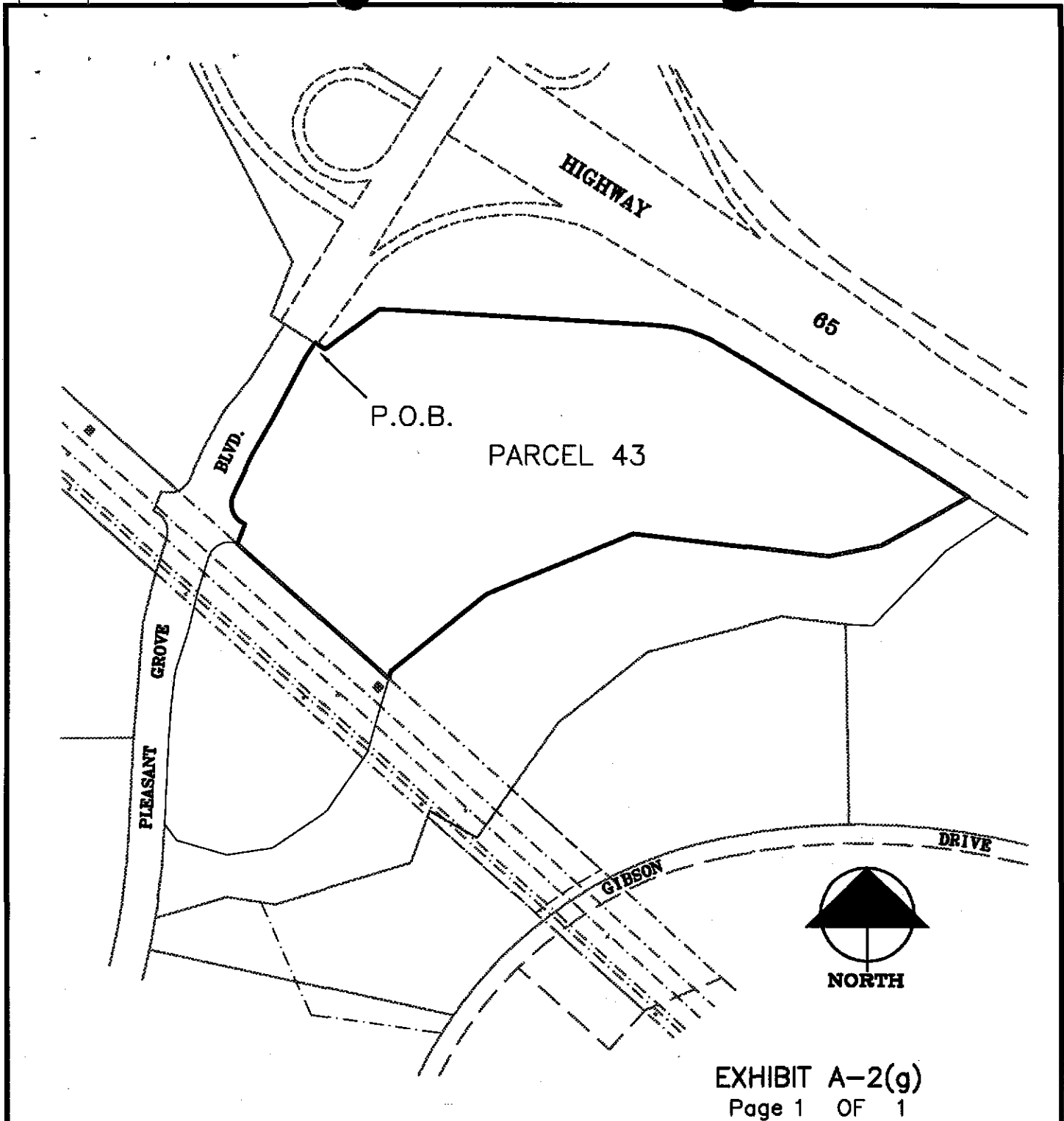


EXHIBIT A-2(g)
Page 1 OF 1

THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DIVIDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

NCRSP PARCEL 43

ROSEVILLE, CALIFORNIA

MACKAY & SOMPS

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

MSJ	1"=400'	12/13/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

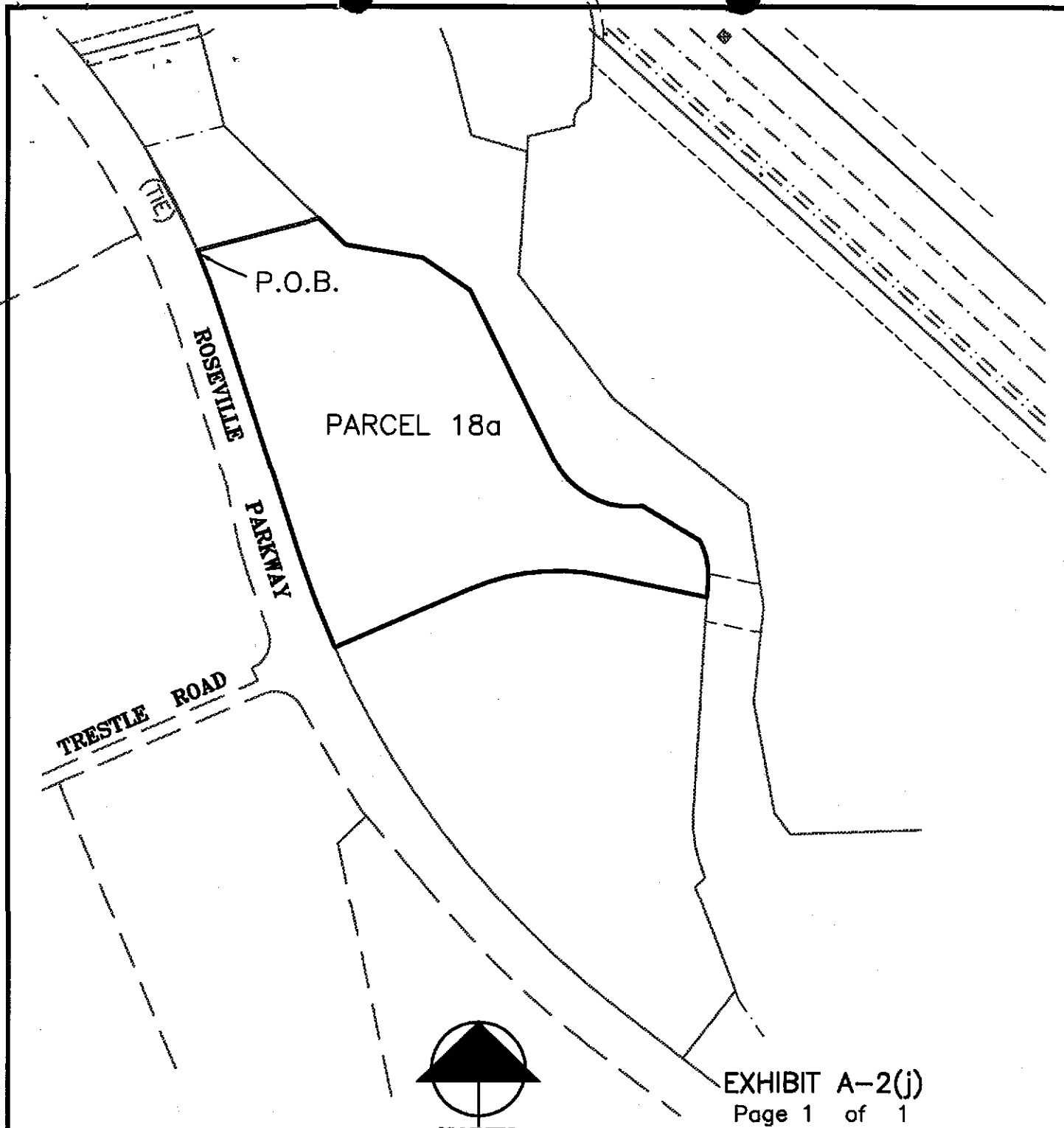


EXHIBIT A-2(j)
Page 1 of 1

THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DIVIDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

NCRSP PARCEL 18a
ROSEVILLE, CALIFORNIA

MACKAY & SOMPS

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

MSJ	1"=300'	12/07/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

25

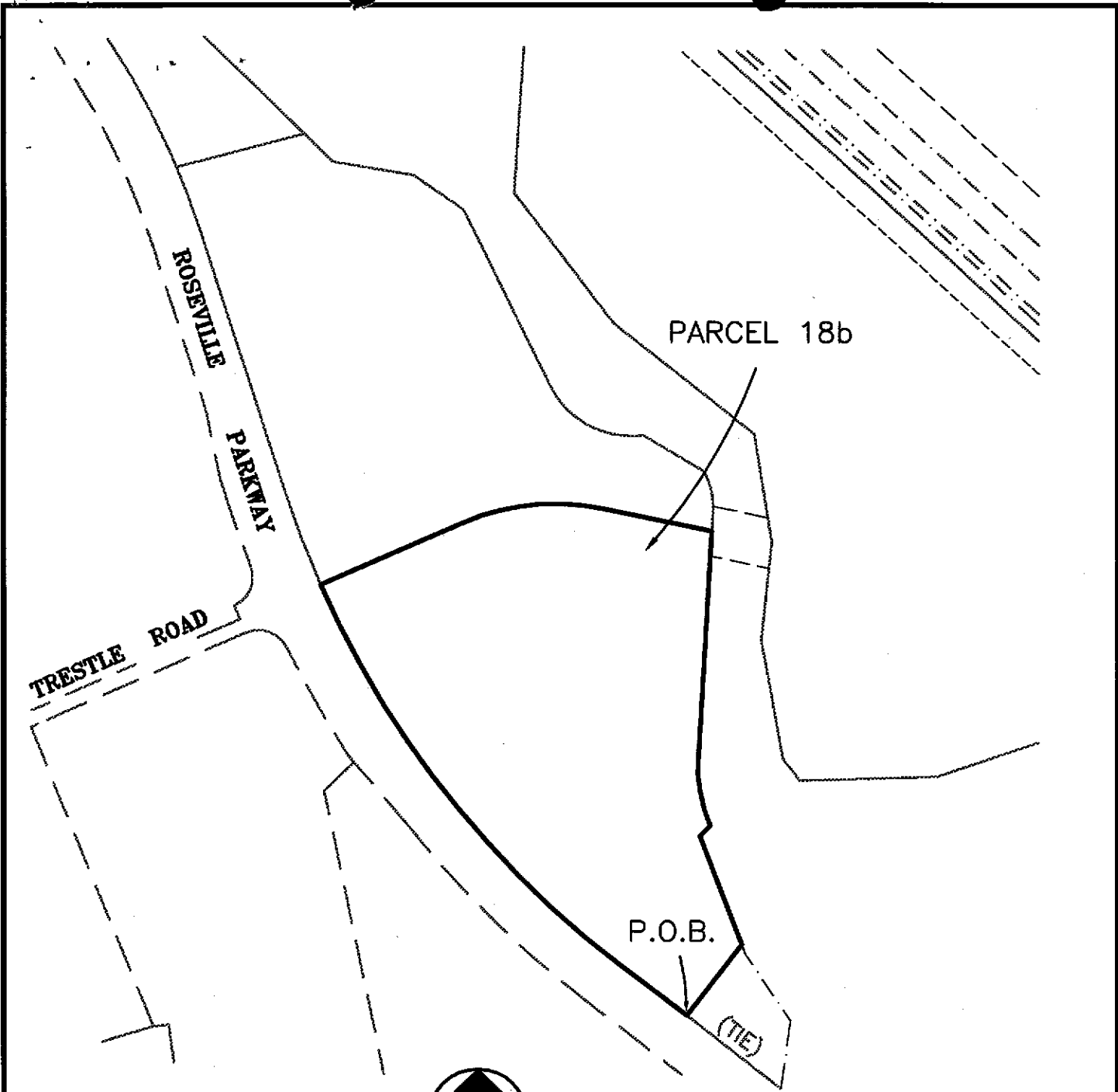


EXHIBIT A-2(k)
Page 1 of 1

THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DIVIDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

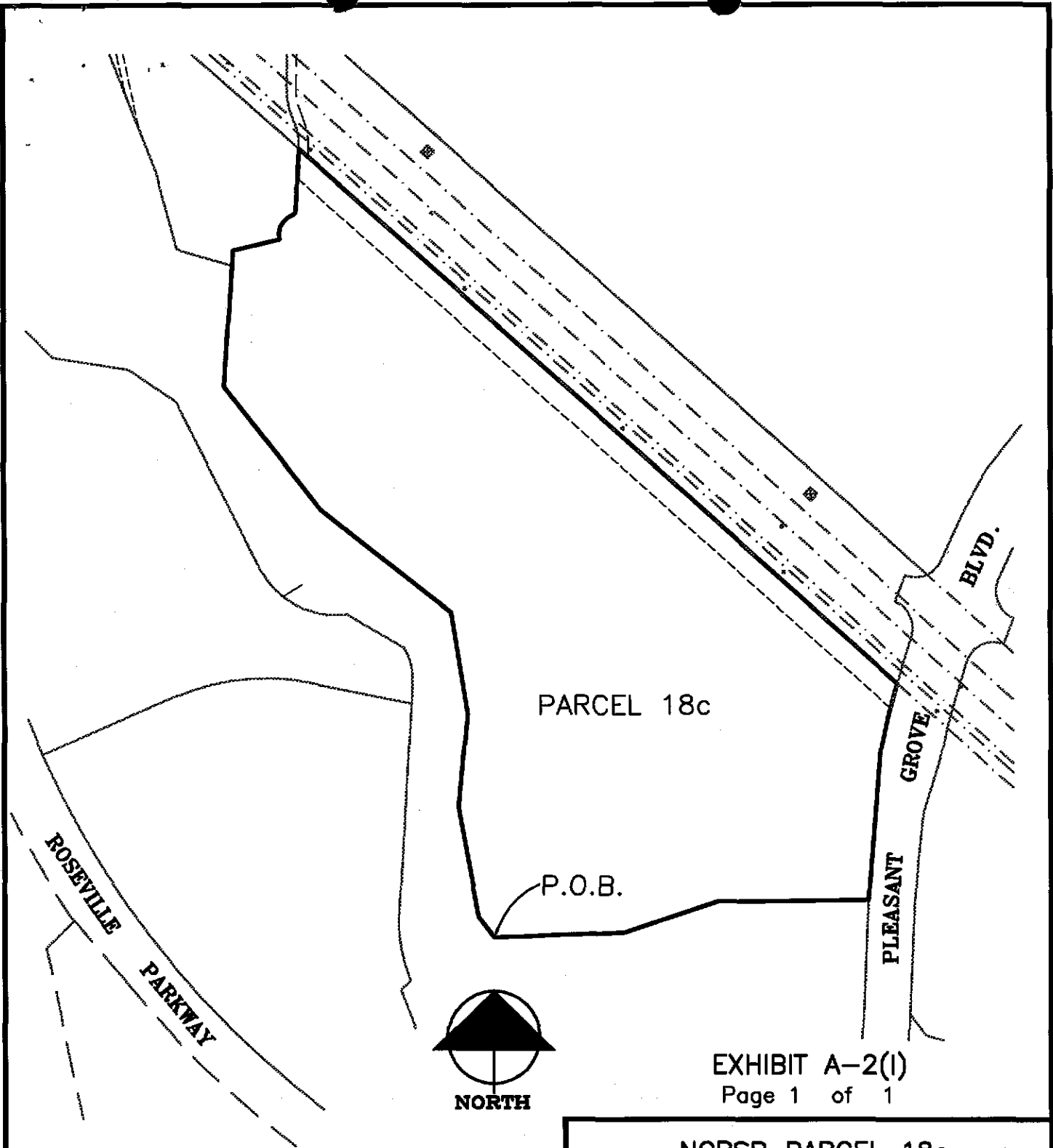
NCRSP PARCEL 18b

ROSEVILLE, CALIFORNIA

MACKAY & SOMPS

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

MSJ	1"=300'	12/07/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.



THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DIVIDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

NCRSP PARCEL 18c

ROSEVILLE, CALIFORNIA

MACKAY & SOMPS

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

MSJ	1"=300'	12/07/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

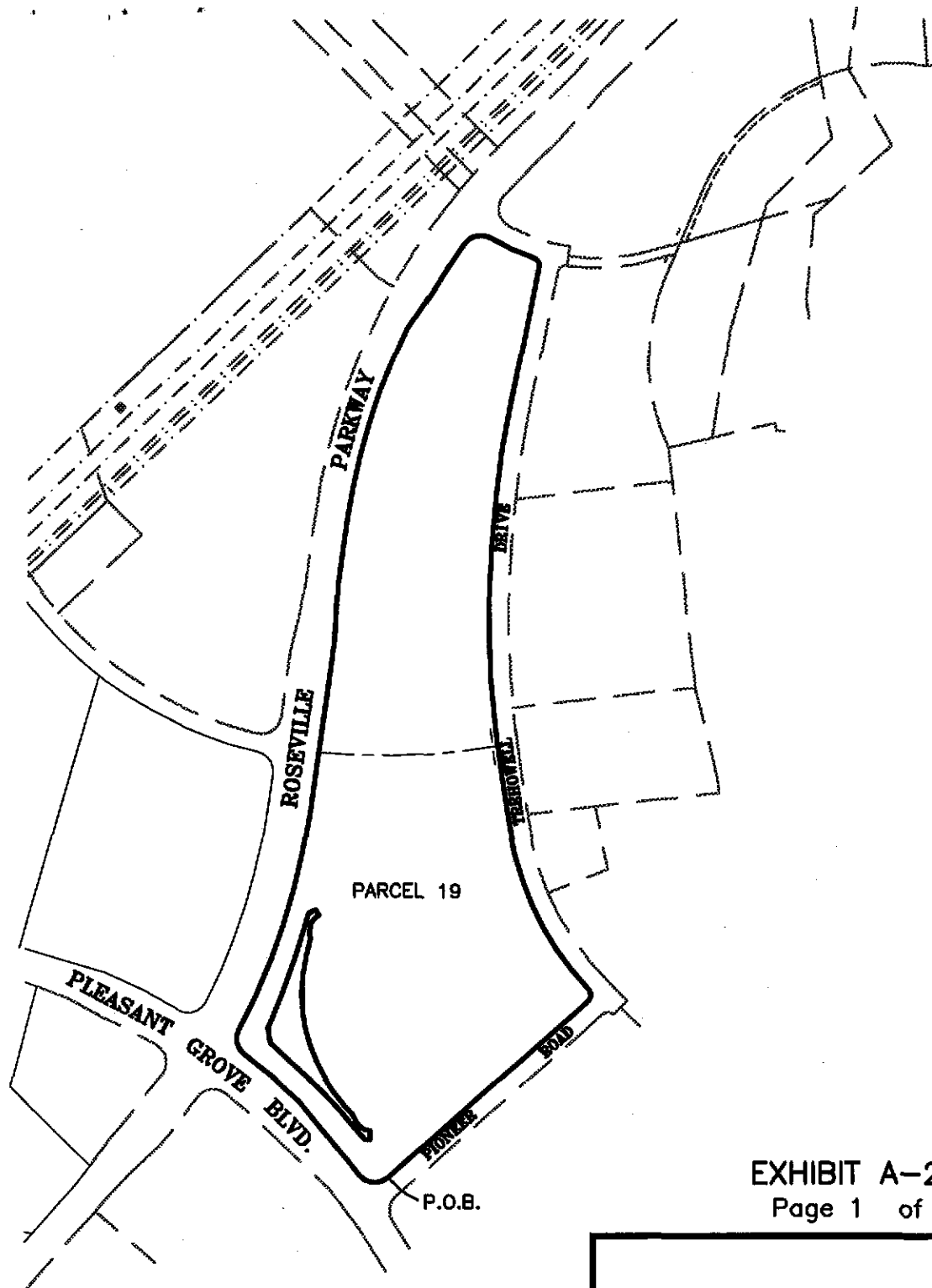


EXHIBIT A-2(m)
Page 1 of 1

THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DIVIDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

NCRSP PARCEL 19

ROSEVILLE, CALIFORNIA

MACKAY & SOMPS

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

MSJ	1"=500'	12/13/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

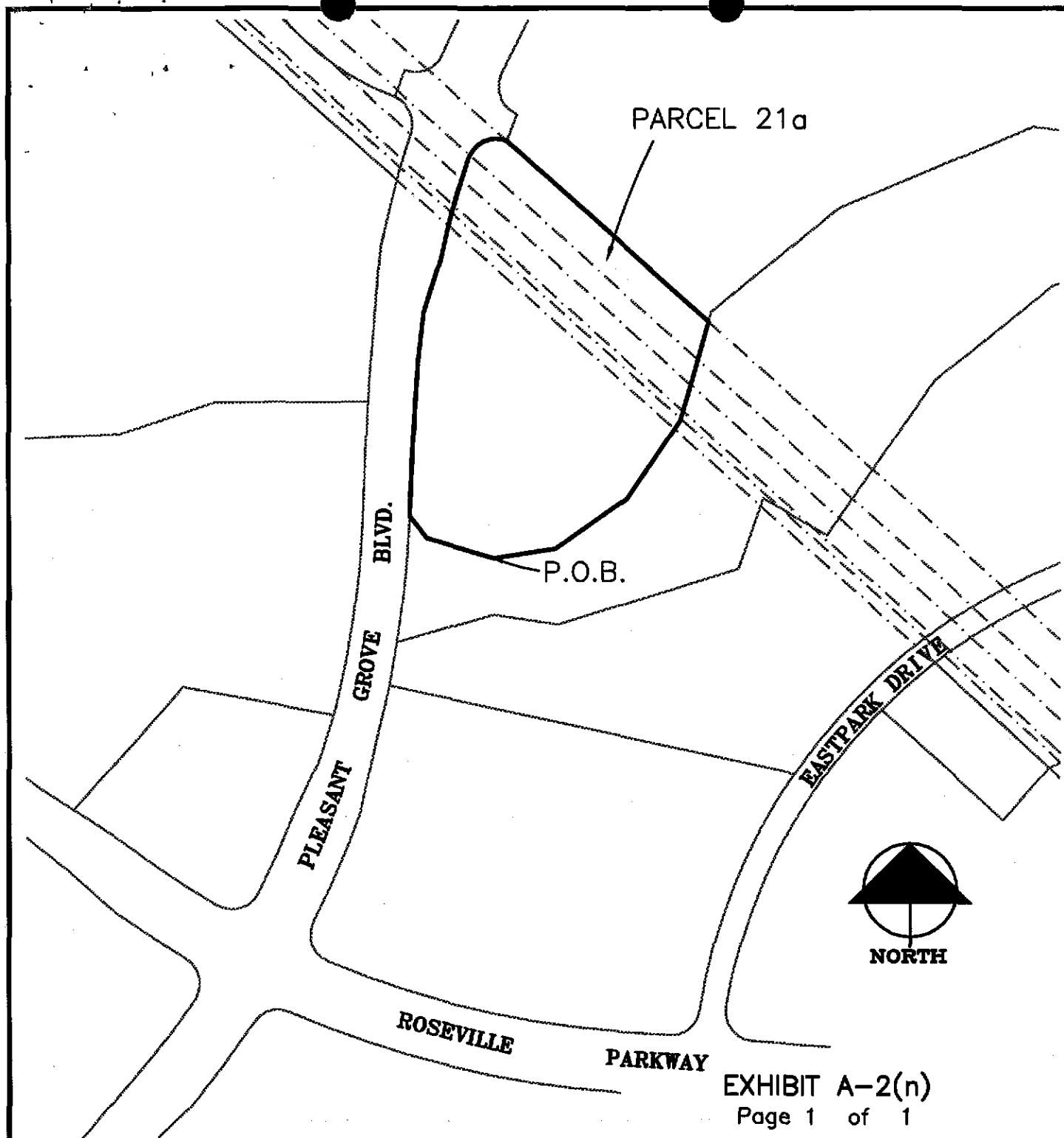


EXHIBIT A-2(n)
Page 1 of 1

THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DIVIDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

NCRSP PARCEL 21a
ROSEVILLE, CALIFORNIA

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

MSJ	1"=300'	12/07/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

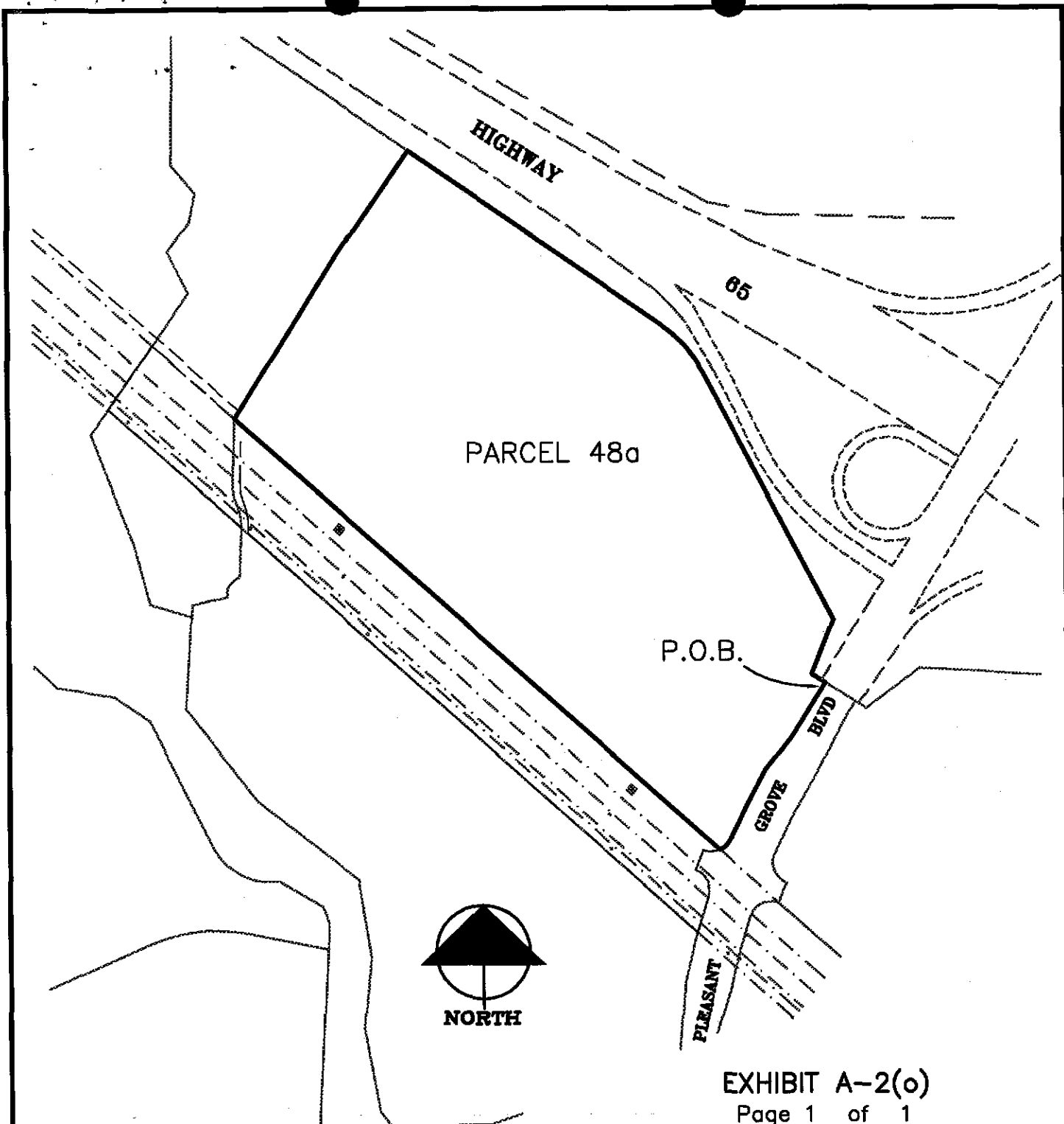


EXHIBIT A-2(o)
Page 1 of 1

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NCRSP PARCEL 48a

ROSEVILLE, CALIFORNIA

MACKAY & SOMPS

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

MSJ	1" = 400'	12/07/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.



P.O.B.

PARCEL 49a

HIGHWAY 65

BLVD.

WASHINGTON

ROSEVILLE PARKWAY

EXHIBIT A-2(p)

Page 1 OF 1

THE ABOVE PLAT REFLECTS THE PROPOSED BOUNDARIES AS SHOWN ON THE TENTATIVE LARGE LOT MERGER & RESUBDIVISION MAP APPROVED BY THE CITY OF ROSEVILLE ON 12/14/95. THIS PLAT IS NOT PREPARED FOR AND SHALL NOT BE USED TO DIVIDE, SELL, LEASE, TRANSFER OR FINANCE ANY PARCEL OF REAL PROPERTY WITHOUT FIRST MEETING THE REQUIREMENTS OF THE SUBDIVISION MAP ACT.

NCRSP PARCEL 49a

ROSEVILLE, CALIFORNIA

MACKAY & SOMPS

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

MSJ	1"=400'	12/13/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

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

Item	Cost Bid/Est.	Contingency 14% [1]	City Inspection/Soils	Total Cost
City Priorities				
Granite Payment	\$1,300,000	n/a	n/a	\$1,300,000
Consultant/Legal Rate & Method	\$50,000	\$7,000	n/a	\$57,000
Median Landscape (ML) Design	\$50,000	\$7,000	n/a	\$57,000
ML Installation - Harding	\$75,511	\$10,572	\$2,690	\$88,773
ML Installation - Pl. Grove (remain)	\$139,394	\$19,515	\$4,967	\$163,876
ML Installation - Rose, Pkwy - Harding to Pl. Grove (remain)	\$157,290	\$22,021	\$5,604	\$184,915
Parcel 91/93 Fencing	\$86,100	\$12,054	\$3,068	\$101,222
Park Preserve/91 Sidewalks	\$81,648	incl.	\$2,909	\$84,557
Park Preserve/84 Sidewalks	\$32,544	incl.	\$1,160	\$33,704
Bike paths North of Rose, Pkwy.	\$290,304	\$40,643	\$10,343	\$341,290
Remaining Priorities				
Group 1 -- Priority Funding Order				
Engineering - Stand Alone Phase II	\$150,000	n/a	n/a	\$150,000
Rose, Pkwy - Utilities/Trench	\$340,323	\$47,645	\$12,126	\$400,094
Rose, Pkwy - Blue Oaks Waterline	\$1,180,331	\$165,246	\$42,055	\$1,387,632
Rose, Pkwy - 2 lanes (Wash. to Pl. Grove)	\$700,000	\$98,000	\$24,941	\$822,941
Rose, Pkwy - Median L - Wash. to Pl. Grove	\$300,000	\$42,000	\$10,689	\$352,689
Waterline North of Hwy. 65	\$746,869	\$104,562	\$26,611	\$878,041
Stanford Ranch Rd.	\$285,854	\$40,020	\$10,185	\$336,058
Collector C - Street	\$177,485	\$24,848	\$6,324	\$208,657
Collector C - Utilities [2]	\$590,000	\$82,600	\$21,022	\$693,622
Collector C - Waterline	\$200,000	\$28,000	\$7,126	\$235,126
Detention Basins 49 & 101	\$800,000	\$112,000	\$28,504	\$940,504
Pleasant Grove North of Rose, Pkwy - Street	\$610,000	\$85,400	\$21,734	\$717,134
Pleasant Grove North of Rose, Pkwy - Utilities [2]	\$880,000	\$123,200	\$31,354	\$1,034,554
Pleasant Grove North of Rose, Pkwy - Waterline	\$340,000	\$47,600	\$12,114	\$399,714
Group 2 -- Discretionary Funding Order				
Park Parcel 50D	\$438,900	n/a	n/a	\$438,900
East Park - Street	\$350,000	\$49,000	\$12,470	\$411,470
East Park - Utilities [2]	\$1,000,000	\$140,000	\$35,630	\$1,175,630
East Park - Waterline	\$550,000	\$77,000	\$19,596	\$646,596
Medians Pl. Grove North of Rose, Pkwy.	\$106,393	\$14,895	\$3,791	\$125,079
Rose, Pkwy - Waterline East of Harding	\$149,218	\$20,891	\$5,317	\$175,425
Rose, Pkwy - East of Harding	\$425,627	\$59,588	\$15,165	\$500,380
Rose, Pkwy - Median East of Harding	\$50,000	\$7,000	\$1,781	\$58,781
Parcel 93 - Sidewalks	\$62,856	incl.	\$2,240	\$65,096
Parcel 83 & 84 - Sidewalks	\$49,104	incl.	\$1,750	\$50,854
Parcel 82 & 86 - Sidewalks	\$14,400	incl.	\$513	\$14,913
Parcel 91 & 93 Improvements	\$152,257	incl.	\$5,425	\$157,682
Bike paths East of Harding	\$200,000	\$28,000	\$7,126	\$235,126
Enhanced Paving	\$50,000	\$7,000	\$1,781	\$58,781
Highway 65 Landscape	\$25,000	\$3,500	\$891	\$29,391
NCRSP Share of Fiddymnt Sub.	\$125,000	n/a	n/a	\$125,000
Dry Creek Reimbursement	\$318,028	n/a	n/a	\$318,028
Water System Reimbursement	\$832,000	n/a	n/a	\$832,000
TOTAL	\$14,462,436	\$1,526,798	\$399,000	\$16,388,234
Less Reimbursements [3]				
Waterline North of Hwy. 65 - NCRSP Urban Reserve Reimbursement	(\$238,880)			(\$238,880)
Total Subsequent Improvement Cost				\$16,149,354

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

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

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

ANNEX B

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

RATE AND METHOD OF APPORTIONMENT

1. Basis of Special Tax Levy

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

"City" means the City of Roseville, California.

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

"County" means the County of Placer, California.

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

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

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

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

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

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

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

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

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

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

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

"NCRSP" means the North Central Roseville Specific Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Determination of Parcels Subject to Special Tax

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

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

- 1) Exclude all Public Parcels.

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

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

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

4. Termination of the Special Tax

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

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

5. Assignment of Maximum Special Tax

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

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

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

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

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

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

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

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

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

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

6. Setting the Annual Special Tax Rate

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

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

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

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

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

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

7. Prepayment of Special Tax Obligation

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

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

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

Subsequent Improvement Parcels

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

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

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

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

Debt Service Parcels

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

Option 1

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

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

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

- STEP 4: Calculate the present value of the annual revenue stream determined in Step 3. The present value shall be calculated using that discount rate which, when the payment is invested in actually available approved investments (as specified by the resolution authorizing the issuance of bonds) earning a rate of interest equal to the discount rate, would produce annual revenues equal to the amounts calculated in Step 3. The discount rate may not exceed the bond yield as determined by the Tax Reform Act of 1986, as may be amended.
- STEP 5: Determine the amount of a full Prepayment by adding to the present value calculated in Step 4 any fees or expenses incurred by the City in connection with the prepayment calculation or the application of the proceeds of the prepayment. If the landowner had previously elected to execute a full Prepayment, the landowner shall make a payment of the amount so calculated on or before the following May 1.
- STEP 6: If the landowner has elected to execute a partial Prepayment, the landowner shall make a payment of the amount calculated in the following manner:
- a) subtract any fixed costs (such as the cost of the Prepayment calculation and other fees which do not vary proportionally with the size of the Prepayment) of the Prepayment from the full Prepayment amount calculated in Step 5;
 - b) multiply the resulting difference from step (a) by 0.25 (twenty-five percent);
 - c) add the amount of fixed costs from step (a) and the product from step (b) to arrive at the total prepayment amount.

Option 2

- STEP 1: Determine the Maximum Special Tax for the Parcel based on the assignment of the Maximum Special Tax described in Section 5 above.
- STEP 2: Divide the Maximum Special Tax from Step 1 by the Maximum CFD Revenue to arrive at the "Benefit Share".
- STEP 3: Determine the Bond Share by multiplying the Benefit Share from Step 2 by the total principal amount of outstanding bonds at the time the prepayment is made.
- STEP 4: Determine the Reserve Fund Share associated with the prepayment and reduce the Bond Share calculated in Step 3 by the amount of the Reserve Fund Share. The Reserve Fund Share is equal to the lesser of (i) the reserve requirement on all outstanding bonds, or (ii) the reserve fund balance on all outstanding bonds, multiplied by the Benefit Share.
- STEP 5: Determine the prepayment amount by adding to the amount calculated in Step 4 any fees, call premiums, amounts necessary to cover negative arbitrage from the date of the prepayment to the call date(s) on the bonds; expenses incurred by the City in connection with the prepayment calculation or the application of the proceeds of the prepayment; and, if necessary, an allowance for the present value of allocated City Administration and any anticipated delinquencies from the date of the prepayment to the call date(s) on the bonds. Determination of bond call dates will be on a first come, first served basis if more than one landowner chooses to prepay under this option.

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

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

8. Future Annexations or Conversion of Public Parcels

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

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

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

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

9. Administrative Changes

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

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

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

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

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

(1) Land Uses as specified in the NCRSP.

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

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

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

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

Item	Cost Bid/Est.	Contingency 14% [1]	City Inspection/Soils	Total Cost
City Priorities				
Granite Payment	\$1,300,000	n/a	n/a	\$1,300,000
Consultant/Legal Rate & Method	\$50,000	\$7,000	n/a	\$57,000
Median Landscape (ML) Design	\$50,000	\$7,000	n/a	\$57,000
ML Installation - Harding	\$75,511	\$10,572	\$2,690	\$88,773
ML Installation - Pl. Grove (remain)	\$139,394	\$19,515	\$4,967	\$163,876
ML Installation - Rose. Pkwy - Harding to Pl. Grove (remain)	\$157,290	\$22,021	\$5,604	\$184,915
Parcel 91/93 Fencing	\$86,100	\$12,054	\$3,068	\$101,222
Park Preserve/91 Sidewalks	\$81,648	incl.	\$2,909	\$84,557
Park Preserve/84 Sidewalks	\$32,544	incl.	\$1,160	\$33,704
Bike paths North of Rose. Pkwy.	\$290,304	\$40,643	\$10,343	\$341,290
Remaining Priorities				
Group 1 – Priority Funding Order				
Engineering - Stand Alone Phase II	\$150,000	n/a	n/a	\$150,000
Rose. Pkwy - Utilities/Trench	\$340,323	\$47,645	\$12,126	\$400,094
Rose. Pkwy - Blue Oaks Waterline	\$1,180,331	\$165,246	\$42,055	\$1,387,632
Rose. Pkwy - 2 lanes (Wash. to Pl. Grove)	\$700,000	\$98,000	\$24,941	\$822,941
Rose. Pkwy - Median L - Wash. to Pl. Grove	\$300,000	\$42,000	\$10,689	\$352,689
Waterline North of Hwy. 65	\$746,869	\$104,562	\$26,611	\$878,041
Stanford Ranch Rd.	\$285,854	\$40,020	\$10,185	\$336,058
Collector C - Street	\$177,485	\$24,848	\$6,324	\$208,657
Collector C - Utilities [2]	\$590,000	\$82,600	\$21,022	\$693,622
Collector C - Waterline	\$200,000	\$28,000	\$7,126	\$235,126
Detention Basins 49 & 101	\$800,000	\$112,000	\$28,504	\$940,504
Pleasant Grove North of Rose. Pkwy - Street	\$610,000	\$85,400	\$21,734	\$717,134
Pleasant Grove North of Rose. Pkwy - Utilities [2]	\$880,000	\$123,200	\$31,354	\$1,034,554
Pleasant Grove North of Rose. Pkwy - Waterline	\$340,000	\$47,600	\$12,114	\$399,714
Group 2 – Discretionary Funding Order				
Park Parcel 50D	\$438,900	n/a	n/a	\$438,900
East Park - Street	\$350,000	\$49,000	\$12,470	\$411,470
East Park - Utilities [2]	\$1,000,000	\$140,000	\$35,630	\$1,175,630
East Park - Waterline	\$550,000	\$77,000	\$19,596	\$646,596
Medians Pl. Grove North of Rose. Pkwy.	\$106,393	\$14,895	\$3,791	\$125,079
Rose. Pkwy - Waterline East of Harding	\$149,218	\$20,891	\$5,317	\$175,425
Rose. Pkwy - East of Harding	\$425,627	\$59,588	\$15,165	\$500,380
Rose. Pkwy - Median East of Harding	\$50,000	\$7,000	\$1,781	\$58,781
Parcel 93 - Sidewalks	\$62,856	incl.	\$2,240	\$65,096
Parcel 83 & 84 - Sidewalks	\$49,104	incl.	\$1,750	\$50,854
Parcel 82 & 86 - Sidewalks	\$14,400	incl.	\$513	\$14,913
Parcel 91 & 93 Improvements	\$152,257	incl.	\$5,425	\$157,682
Bike paths East of Harding	\$200,000	\$28,000	\$7,126	\$235,126
Enhanced Paving	\$50,000	\$7,000	\$1,781	\$58,781
Highway 65 Landscape	\$25,000	\$3,500	\$891	\$29,391
NCRSP Share of Fiddlyment Sub.	\$125,000	n/a	n/a	\$125,000
Dry Creek Reimbursement	\$318,028	n/a	n/a	\$318,028
Water System Reimbursement	\$832,000	n/a	n/a	\$832,000
TOTAL	\$14,462,436	\$1,526,798	\$399,000	\$16,388,234
Less Reimbursements [3]				
Waterline North of Hwy. 65 – NCRSP Urban Reserve Reimbursement	(\$238,880)			(\$238,880)
Total Subsequent Improvement Cost				\$16,149,354

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

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

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

ORDINANCE NO. 2957

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

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

SECTION 1. In accordance with Article 30 of Ordinance No. 802, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into the Second Amendment to the Supplemental Development Agreement Parcels 21, 24, 25, 34, 40, 42, 43, 48 and 49 North Central Roseville Specific Plan Area (the "Supplemental Development Agreement").

SECTION 2. The City Council of the City of Roseville has reviewed the Second Amendment to the Supplemental Development Agreement on file with the City Clerk and the findings of the Planning Commission recommending approval of the Second Amendment to the Supplemental Development Agreement and makes the following findings:

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

SECTION 3. The Second Amendment to the Supplemental Development Agreement Parcels 21, 24, 25, 34, 40, 42, 43, 48 and 49 North Central Roseville Specific Plan Area is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

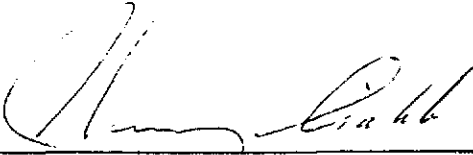
SECTION 4. The City Clerk is directed to record the executed Second Amendment to the Supplemental Development Agreement contemporaneously with the recording of the Final Map for SUBD 95-8, the Large Lot Merger and Resubdivision Map which effectuates the new parcelization of the properties affected by the Fourth Amendment to the Regional 65 Centre Development Agreement.

SECTION 5. This ordinance shall be effective at the expiration of 30 days from the date of its adoption, provided no valid referendum regarding this Amendment of Supplemental Development Agreement is filed with the City Clerk of the City during such 30-day period.

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

PASSED AND ADOPTED by the Council of the City of Roseville this 3rd day of January, 1996, by the following vote on roll call:

AYES COUNCILMEMBERS: Mel Hamel, Claudia Gamar, Randolph Graham, Pauline Rocceucci, Harry Crabb
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: None




MAYOR

ATTEST:



City Clerk

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

ATTEST:
City Clerk of the City of Roseville, California


DEPUTY CLERK

Ord 95-
282-
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