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2-11-96 GV 74

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

January 1996

(Parcels 17A, 17B, 18A, 18B, 18C, 19, 21A, 21B, 26, 32, 42,  
43, 48A, 48B, 49A, 49B, 55A, 55B, 55C, 55D, 61 and 84)

THIS FOURTH AMENDMENT to the Development Agreement relative to the development known as Regional 65 Centre is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City") and Roseville Properties Investment Partners Ltd., a Texas limited partnership ("RPIP"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

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

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

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

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

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E. Concurrent with its consideration of this Fourth Amendment, City is processing a General Plan Amendment (Resolution No. 95-363), a Specific Plan Amendment (Resolution No. 95-364), a Rezone (Ordinance No. 2954), and a Tentative Large Lot Merger and Resubdivision Map (collectively, the "Highland Reserve Rezone") for purposes that include reconfiguring 11 parcels in the North Central Roseville Specific Plan ("NCRSP"), converting 663 units from multi-family to single-family and reallocating the new single-family units to parcels previously zoned for other uses, reallocating an additional 577 multi-family units to parcels previously zoned for non-residential uses, and relocating a city park. City and RPIP wish to enter into this Fourth Amendment in order to provide consistency with and effectuate the Highland Reserve Rezone.

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

G. The property subject to this Amendment, NCRSP Parcels 17A, 17B, 18A, 18B, 18C, 19, 21A, 21B, 26, 32, 42, 43, 48A, 48B, 49A, 49B, 55A, 55B, 55C, 55D, 61 and 84 (the "Rezone Property"), is described in Exhibit A-1 and shown on Exhibit A-2, attached hereto and incorporated herein by reference. The Rezone Property is owned by RPIP.

#### AGREEMENT

NOW, THEREFORE, City and RPIP agree as follows:

1. The prior Section 1.B.2 of the Development Agreement, page 4 of 53, is superseded and is amended by substitution herewith and Section 1.B.2 (Amended 1/96), as set forth below is substituted therefore:

1.B.2. Termination of Single Family Residential Property. This Agreement may be terminated with respect to any of Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17A, 17B, 18A, 18B, 18C, 19, 26 or 29, as shown on Exhibit B, at the election of the then property owner upon recordation of a final residential subdivision map of such property and written notice to City of such election to terminate provided that i) all improvements which are to be financed or constructed by the Community Facilities District, as described in Section 3.C (hereafter the "CFD") and which are required to serve the parcel, as determined by City, have been accepted by City, ii) an affordable housing development agreement, if required pursuant to Section 2.C.2.e, has been recorded on the parcel, iii) the Landscape and Lighting District required pursuant to Section 3.G.1 has been formed and iv) a regional or NCRSP drainage retention program (in accordance with Section 3.D.4) has been approved or established by City. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

2. The prior Section 1.B.3 of the Development Agreement, page 5 of 53, is superseded and is amended by substitution herewith and Section 1.B.3 (Amended 1/96), as set forth below is substituted therefore:

1.B.3. Termination of Multi-Family Property. This Agreement may be terminated with respect to any of Parcels 20, 21A, 21B, 27 and 28 at the election of the then property owner upon issuance of a use permit for such property and written notice to City of such election to terminate provided that i) all CFD improvements required to serve the parcel, as determined by City, have been accepted by City, ii) an affordable housing development agreement, if required pursuant to Section 2.C.1.e, has been recorded on the parcel, iii) the Landscape and Lighting District required pursuant to Section 3.G.1 has been formed and iv) a regional or NCRSP drainage retention program (in accordance with Section 3.D.4) has been approved or established by City. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

3. The prior Section 2.A.1 of the Development Agreement, page 7 of 53, is superseded and is amended by substitution herewith and Section 2.A.1 (Amended 1/96), as set forth below is substituted therefore:

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

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

City agrees that land use is granted and grants such land use herewith to the Property subject to this Agreement as follows: 89.0 acres, more or less, of Business and Professional land use; 25.7 acres of community commercial land use; 41.5 acres of commercial land use; 94.2 acres of regional commercial land use (subject to Section 2.D.1 hereof); 105.4 acres, more or less, of BP/Commercial land use; 84.2 acres of light industrial land use; 1.09 acres of day care use; and 3,646 dwelling units for residential use, all as set forth on Exhibits B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or the Zoning Ordinance of the City of Roseville, as such Plan or Ordinance provides on the effective date of this Agreement.

The permitted square footage of structures constructed on land allocated to Business and Professional Use shall not exceed forty percent (40%) or be less than thirty percent (30%) of the square footage of the parcel upon which the structure is constructed if such structure is a single story. The permitted square footage of each floor of such structure shall not exceed thirty-five percent (35%) or be less than twenty-eight percent (28%) of the land area if such structure is two or more stories.

4. The prior Section 2.B of the Development Agreement, page 8 of 53, is superseded and is amended by substitution herewith and Section 2.B (Amended 1/96), as set forth below is substituted therefore:

2.B. Senior Citizen Housing. Landowner agrees that the two parcels shown on the Schematic Development Plan as Parcels 27 and 28, aggregating 11.7 acres, more or less, shall be used for the construction of 234 units, more or less, of residential housing to be occupied solely by senior citizens. Landowner also agrees that all prospective purchasers of single-family residences located on Parcel 26 shall be notified that 100% of the units constructed on Parcel 28 will be affordable to senior citizen households with incomes of less than 80% of median.

5. The prior Section 2.C.1.a of the Development Agreement, page 8 of 53, is superseded and is amended by substitution herewith and Section 2.C.1.a (Amended 1/96), as set forth below is substituted therefore:

2.C.1.a. Landowner agrees that sites for two hundred eighty-six (286) residential units will be reserved for residents with earnings falling within the very low (less than fifty percent (50%) of median income) and low (fifty percent (50%) to eighty percent (80%) of median income) categories. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville.

6. The prior Section 2.C.1.b of the Development Agreement, page 8 of 53, is superseded and is amended by substitution herewith and Section 2.C.1.b (Amended 1/96), as set forth below is substituted therefore:

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

Parcel 20	Eight-eight (88) units
Parcel 21A	Thirty-five (35) units
Parcel 21B	Eighty (80) units
Parcel 27	Seventeen (17) units
Parcel 28	Seventy-two (72) units

7. The prior Section 2.C.2.a of the Development Agreement, page 10 of 53, is superseded and is amended by substitution herewith and Section 2.C.2.a (Amended 1/96), as set forth below is substituted therefore:

2.C.2.a. Landowner agrees that one hundred and one (101) residential units will be reserved for purchase by owner-occupant residents with earnings falling within the middle income (eighty percent (80%) to ninety-nine and one-half percent (99.5% of median income) category. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville. The reservations provided in this Section 2.C.2.a shall be as follows:

Parcel 1	Eighteen (18) units
Parcel 2	Six (6) units
Parcel 3	Twelve (12) units
Parcel 8	Six (6) units
Parcel 9	Two (2) units
Parcel 10	Two (2) units
Parcel 14	Ten (10) units
Parcel 15	Thirteen (13) units
Parcel 17A	Six (6) units
Parcel 17B	Five (5) units
Parcel 18A	Two (2) units
Parcel 18B	Three (3) units
Parcel 18C	Six (6) units
Parcel 19	Eight (8) units
Parcel 26	Two (2) units

8. The prior Section 2.E.1.a of the Development Agreement, page 13 of 53, is superseded and is amended by substitution herewith and Section 2.E.1.a (Amended 1/96), as set forth below is substituted therefore:

2.E.1.a. Landowner shall convey to City approximately 103 acres of land for wetlands preserves and other purposes (the "Wetland Preserves") shown as Parcels 80, 82, 83, 84, 86, 87, 90 and 91 on Exhibit B. City acknowledges that Landowner has obtained a permit dated July 14, 1989, from the U.S. Army Corps of Engineers setting forth the requirements for the maintenance and use of such preserves (the "404 Permit"). Landowner consents herewith to the formation of a Landscape and Lighting District pursuant to Section 22500, *et seq.*, of the Streets and Highways Code of the State of California and to the levy of any assessments by such district for the purposes of maintaining the Wetlands Preserves and for other purposes as set forth in Section 3.G.

9. The prior Section 2.E.6.a of the Development Agreement, pages 15-16 of 53, is superseded and is amended by substitution herewith and Section 2.E.6.a (Amended 1/96), as set forth below is substituted therefore:

2.E.6.a. Bikeways parallel to Highway 65 will be located on Parcels 40 and 42, as shown on page 5-20 of the Plan (as such Plan provides on the effective date of this Agreement) and shall be constructed and maintained, in accordance with City's standards, in a neat and attractive manner by the owner of each parcel upon which the respective portion of the bikeway is located. Upon the issuance of the first use permit for each Parcels 40 and 42, City shall require the owner of the applicable parcel to grant an easement for a bikeway as shown on page 5-20 and such owner shall enter into an agreement, which shall be recorded, to effect, in perpetuity, the purposes of this Section 2.E.6.a, including appropriate remedies.

10. The prior Section 2.E.6.b of the Development Agreement, page 16 of 53, is superseded and is amended by substitution herewith and Section 2.E.6.b (Amended 1/96), as set forth below is substituted therefore:

2.E.6.b. City and Landowner acknowledge that segments of the bikeway adjacent to Parcels 82 and 83, as shown on page 5-20 of the Plan, may require easements across portions of Parcels 40, 42 and 43, as shown on Exhibit B. Landowner agrees that upon approval of the final bikeway design by City, Landowner, upon demand of City, will grant such easements to City as may be required for these segments of the bikeway. In all cases where such an easement is required, the setback areas adjacent to Parcels 82 and 83 required by the Plan (Section 3.9, Policy 11 and Section 3.12, Policy 14) shall be increased to provide for a minimum ten foot (10') setback for parking areas and a minimum twenty foot (20') setback for structures. Such setback areas shall be measured from the outside edge (the edge not adjacent to Parcels 82 or 83) of the bikeway. Landowner and City agree that the sums to be allocated pursuant to Section 3.B.3.q shall include amounts sufficient for the construction of the bikeway segments within the easements to be granted pursuant to this Section 2.E.6.b and that such segments shall be maintained by the LLD in accordance with Section 3.G.2.d.

11. The prior Section 3.A.2 of the Development Agreement, page 18 of 53, is superseded and is amended by substitution herewith and Section 3.A.2 (Amended 1/96), as set forth below is substituted therefore:

3.A.2. Fire Station Site. Landowner, upon demand of City, shall convey to City a parcel of 2.2 acres, more or less, shown as Parcel 61 on Exhibit B, for the purposes of constructing a Fire Station.

12. The prior Section 3.A.3.a of the Development Agreement, pages 18-19 of 53, is superseded and is amended by substitution herewith and Section 3.A.3.a (Amended 1/96), as set forth below is substituted therefore:

3.A.3.a. Landowner, upon demand of City, shall dedicate, grant or convey:

(i) A 4.5 acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 50A on the Schematic Development Plan.

(ii) A 10.1-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 52 on the Schematic Development Plan.

(iii) A 4.5-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 53 on the Schematic Development Plan.

(iv) A 12.1-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55A on the Schematic Development Plan.

(v) A 2.9-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55B on the Schematic Development Plan.

(vi) A 2.9-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 55C on the Schematic Development Plan.

(vii) A .88-acre, more or less, portion of its property for purposes of a public park, shown as Parcel 55D on the Schematic Development Plan.

(viii) A 20.8-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 56 on the Schematic Development Plan.

(ix) A 1.81 acre, more or less, portion of its property for the purposes of a park and preserve, shown as Parcel 90 on the Schematic Development Plan.

(x) A 13.67 acre, more or less, portion of its property for the purposes of a vernal pool preserve, shown as Parcel 91 on the Schematic Development Plan. City agrees that such parcel shall be maintained in accordance with Sections 2.E.2.b and 3.G.6 hereof.

(xi) 88.3 acres of flood plain for flood control, recreational uses and wildlife habitat preservation, shown as Parcels 80A, 80B, 82, 83, 84, 86 and 87 on the Schematic Development Plan. City agrees that such parcels shall be maintained in accordance with Sections 2.E.2.b and 3.G.6 hereof. City agrees to provide a residential street right-of-way together with related slope, bike trail and public utility easements across lower watershed Parcel 84 and park Parcel

55A for the purpose of providing a roadway connection between Parcels 48 and 49. Such right-of-way and related easements shall be located in or near the powerline corridor easements as shown on Exhibit B. City also agrees to provide a residential street right-of-way together with related slope, bike trail and public utility easements across lower watershed Parcel 84 for the purpose of providing a roadway connection between Parcels 18A/18B and Parcel 18C as shown on Exhibit M. If future roadway configurations require such right-of-way and related easements be relocated, Landowner acknowledges that City approval and an abandonment procedure will be required. In addition, City agrees to provide a residential street right-of-way together with related slope, bike trail and public utility easements across lower watershed Parcel 83 for the purpose of providing a roadway connection between Parcels 43/21A and 21B. Such right-of-way and related easements shall be located in or near the powerline corridor easements as shown on Exhibit B. Any federal or state permits that are required as a prerequisite of constructing the roadway connections across lower watershed Parcels 83 and 84 described above, together with any related mitigation obligations, are the responsibility of Landowner.

(xii) A 33.0-acre, more or less, parcel for the purposes of a vernal pool preserve, shown as Parcel 93 on the Schematic Development Plan, but only in the event that such a conveyance is required pursuant to the provisions of Section 2.E.1.b, hereof.

13. The Development Agreement, page 19 of 53, is amended herewith to add new Section 3.A.3.c (amended 1/96) as set forth below:

3.A.3.c. The owner(s) of Parcels 17A and 17B shall have the option of constructing the park improvements on Parcel 55C on a turn-key basis, with such election to be made prior to the issuance of the first building permit on Parcels 17A/B and subject to a deferred improvement agreement. Under this turn-key option, the Parcel 55C park improvements shall be in substantial conformity with the conceptual plan shown in the NCRSP and shall be constructed in accordance with construction documents to be prepared by landowner and approved by City prior to the issuance of the 100th building permit on Parcels 17A/B. Construction by landowner of the Parcel 55C park improvements shall be completed prior to the issuance of the 150th building permit on Parcels 17A/B. Should landowner elect to construct the Parcel 55C park improvements, the costs of such construction shall be landowner's responsibility in lieu of payment of the neighborhood park fee and residential construction tax. Landowner will remain responsible for paying the City-wide park fee.

14. The Development Agreement, page 19 of 53, is amended herewith to add new Section 3.A.3.d (amended 1/96) as set forth below:

3.A.3.d. The owner(s) of Parcels 18A, 18B and 18C shall have the option of constructing the park improvements on Parcel 55B on a turn-key basis, with such election

to be made prior to the issuance of the first building permit on Parcels 18A/B/C and subject to a deferred improvement agreement. Under this turn-key option, the Parcel 55B park improvements shall be in substantial conformity with the conceptual plan shown in the NCRSP and shall be constructed in accordance with construction documents to be prepared by landowner and approved by City prior to the issuance of the 100th building permit on Parcels 18A/B/C. Construction by landowner of the Parcel 55B park improvements shall be completed prior to the issuance of the 150th building permit on Parcels 18A/B/C. Should landowner elect to construct the Parcel 55B park improvements, the costs of such construction shall be landowner's responsibility in lieu of payment of the neighborhood park fee and residential construction tax. Landowner will remain responsible for paying the City-wide park fee.

15. The Development Agreement, page 19 of 53, is amended herewith to add new Section 3.A.3.e (amended 1/96) as set forth below:

3.A.3.e. The owner of Parcel 19 shall have the option of constructing the park improvements on Parcel 55D on a turn-key basis, with such election to be made prior to the issuance of the first building permit on Parcel 19 and subject to a deferred improvement agreement. Under this turn-key option, the Parcel 55D park improvements shall be in substantial conformity with the conceptual plan shown in the NCRSP and shall be constructed in accordance with construction documents to be prepared by landowner and approved by City prior to the issuance of the 75th building permit on Parcel 19. Construction by landowner of the Parcel 55D park improvements shall be completed prior to the issuance of the 125th building permit on Parcels 19. Should landowner elect to construct the Parcel 55D park improvements, landowner shall be entitled to a credit against the neighborhood park fee and residential construction tax in the amount of the actual costs incurred (including the costs of park design).

16. The Development Agreement, page 21 of 53, is amended herewith to add new Section 3.A.12 (amended 1/96) as set forth below:

3.A.12. Notice of Grade Separation. Landowner agrees that prospective purchasers of single-family residences located on Parcel 19 within 300 feet of the intersection of Pleasant Grove Boulevard and the Roseville Parkway shall be notified that the City may require a grade separated improvement at the Pleasant Grove/Parkway intersection.

17. The prior Section 3.B.2.c of the Development Agreement, page 22 of 53, is superseded and is amended by substitution herewith and Section 3.B.2.c (Amended 1/96), as set forth below is substituted therefore:

3.B.2.c. Landowner agrees that a portion of Parcel 2; all of Parcels 4, 5, 6, 7; a portion of Parcel 8; all of Parcels 9, 10, 20; a portion of Parcel 19; all of Parcels 26, 27, 28; a portion of Parcel 35; all of Parcels 39 and 40; a portion of Parcel 42; and all

of Parcel 44 shall be annexed to the North Roseville/Rocklin Sewer Assessment District and waives any objection to annexation fees therefor to the extent that such annexation fees are reasonably related to the cost of facilities required to serve the Property and to the extent that no provision has been made for such annexation fees elsewhere in this Agreement. Landowner further agrees that the CFD shall finance construction of additional capacity at Lift Station No. 1, not later than January 1, 1992, in order to make capacity available for the Plan Area at Lift Station No.2. The cost of such additional capacity shall not exceed \$935,000. Landowner further agrees that the CFD shall finance a portion of the cost of construction of a sewer connection line from Lift Station No. 1 to the Regional Sewage Treatment Plant in order to make capacity available in the existing sewer collection line to serve the Plan Area. The cost of such sewer collection improvements shall not exceed \$500,000.

18. The Development Agreement, page 23 of 53, is amended herewith to add new Section 3.B.2.j (amended 1/96) as set forth below:

3.B.2.j. Landowner agrees that no occupancy permit shall be issued for a structure on Parcels 17A, 17B or 18C until the respective portions of the bike trail to be located within the 50 foot wide easement extending the length of each parcel's northern boundary have been completed and accepted by City. Such bike trail shall be eight (8) feet wide with two (2) foot shoulders.

19. The prior Section 3.B.4.a of the Development Agreement, page 26 of 53, is superseded and is amended by substitution herewith and Section 3.B.4.a (Amended 1/96), as set forth below is substituted therefore:

3.B.4.a. Landowner, in its capacity as the owner of Parcels 1, 2, 4, 14, 17A, and 49, agrees to construct eighteen feet of pavement, curb, gutter, sidewalk, utilities and street lights, along the eastern side of that portion of Washington Boulevard which is adjacent to the North Central Roseville Specific Plan area. The obligation with respect to each of the parcels enumerated in the Section 3.B.4 shall be in proportion to the extent of the frontage of such parcel on Washington Boulevard. The obligation set forth in this Section 3.B.4 a shall continue to run as a covenant with each parcel and only with each such parcel.

20. The prior Section 3.B.4.c of the Development Agreement, pages 26-27 of 53, is superseded and is amended by substitution herewith and Section 3.B.4.c (Amended 1/96), as set forth below is substituted therefore:

3.B.4.c. No occupancy permit shall be issued for a structure on Parcel 4 until the portion of Washington Boulevard adjacent to Parcel 4 has been completed and accepted by City. No occupancy permit shall be issued for Parcel 2 until the portions of Washington Boulevard adjacent to Parcels 2, 4 and 73 have been completed and accepted by City. No occupancy permit for either Parcel 1 or Parcel 14 shall be issued

until the portions of Washington Boulevard adjacent to Parcels 1, 2, 4, 14 and 73 have been completed and accepted by City. No occupancy permit shall be issued for a structure on Parcels 17A or 17B until the portions of Washington Boulevard adjacent to Parcels 1, 2, 4, 14, 73 and 17A have been completed and accepted by City. No occupancy permit shall be issued for a structure on Parcel 49 until the portions of Washington Boulevard adjacent to Parcels 1, 2, 4, 14, 17A, 99B, 49 and 73 have been completed and accepted by City.

21. The prior Section 3.C.1.a of the Development Agreement, page 28 of 53, is superseded and is amended by substitution herewith and Section 3.C.1.a (Amended 1/96), as set forth below is substituted therefore:

3.C.1.a. City and Landowner agree that City and Landowner will use their best efforts to cause to be formed, and Landowner waives any objection to the formation of, a Community Facilities District (hereafter "CFD" or "NCRSP CFD") pursuant to the provisions of this Section 3.C and Section 53311 et seq. of the Government Code. City and Landowner agree that the CFD shall include all the property shown on Exhibit B as Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17A, 17B, 18A, 18B, 18C, 19, 20, 21A, 21B, 22, 23, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48A, 48B, 49A, 49B and all other privately owned property specifically benefitted by the improvements to be constructed, financed or acquired by the CFD including, without limitation, the subdivision known as Country Estates (Subdivision Map No. 301-365, tentatively approved on January 3, 1990), immediately South of the Plan Area.

22. The Development Agreement is amended herewith to delete the prior Section 3.D.1, page 32 of 53.

23. The prior Section 3.D.2 of the Development Agreement, page 32 of 53, is superseded and is amended by substitution herewith and Section 3.D.2 (Amended 1/96), as set forth below is substituted therefore:

3.D.2 Parcel 101 Detention Basin. Landowner shall construct or cause to be constructed at the westerly end of Parcel 101 a detention basin with a capacity of 8.5 acre-feet. As an alternative, Landowner may, with City's written consent, cause the construction of additional detention capacity at an alternative site sufficient to address the detention and attenuation requirements that would otherwise be served by the Parcel 101 basin. In consideration of approval of this amendment to Section 3.D.2, Landowner agrees to record an abstract of this Section 3.D.2 against an approximately 3.75 acre portion of Parcel 101 at a location to be determined by Landowner and City and that this Section 3.D.2 is, and shall be, a covenant running with the land and an equitable servitude.

24. The prior Section 3.F.5.c of the Development Agreement, page 36 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.c (Amended 1/96), as set forth below is substituted therefore:

3.F.5.c. If, on or before January 1, 1993, the District has failed to receive an irrevocable commitment for state funding for the schools described in Section 3.F.3, above, the fees levied pursuant to this Section shall be increased to the following:

- |       |   |        |
|-------|---|--------|
| (i)   | Parcels 1A, 1B, 2, 3A, 3B, 8, 9, 14 and 15: | \$1690 |
| (ii)  | Parcels 4, 5, 6, 7, 10 and 16:              | \$2360 |
| (iii) | Parcels 17A, 17B, 18A, 18B, 18C, 19 and 26: | \$4751 |
| (iv)  | Parcels 20, 21A, 21B, 27 and 28:            | \$760  |

25. The prior Section 3.F.5.d of the Development Agreement, page 36 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.d (Amended 1/96), as set forth below is substituted therefore:

3.F.5.d. Such increased CFD elementary school construction fee shall be for the purposes of funding any remaining costs of the K-6 School (K-6 #1) located on Parcel 72, any remaining costs of the Intermediate School on Parcel 73 that are attributable to the need to accommodate the 356 7-8 grade students residing within the Plan Area, and 100% of that portion of the cost of construction of and site acquisition for the K-6 School (K-6 #2) on Parcel 74 which is attributable to the need to accommodate the remaining 593 K-6 students (who cannot be accommodated within the capacity of the K-6 School on Parcel 72) residing within the Plan area. If, prior to January 1, 1993, State funding has not been made available for the acquisition of the intermediate school site on Parcel 73, the District may direct the custodian of the K-6 #2 account to reallocate such amount from the K-6 #2 account as may be necessary for the District to acquire the Parcel 73 site.

26. The prior Section 3.F.5.g of the Development Agreement, page 37 of 53, is superseded and is amended by substitution herewith and Section 3.F.5.g (Amended 1/96), as set forth below is substituted therefore:

3.F.5.g. The fees to be levied pursuant to Section 3.F.5.c.(iii) upon Parcels 17A, 17B, 18A, 18B, 18C, 19, 26 and 29 shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the Consumer Price - All Cities Index issued by the United States Department of Labor using the first week of January 1995 as base 100. All other fees for which provision is made by this Section 3.F.5 shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the Consumer Price - All Cities

Index issued by the United States Department of Labor using the first week of January 1990 as base 100.

27. The prior Section 3.G.2.a of the Development Agreement, page 41 of 53, is superseded and is amended by substitution herewith and Section 3.G.2.a (Amended 1/96), as set forth below is substituted therefore:

3.G.2.a. provide a mechanism for the perpetual maintenance of more than 70 acres of scenic corridor (including medians) contiguous to and on both sides of the Roseville Parkway and of Pleasant Grove Boulevard and of Harding Boulevard and of the east side of Washington Boulevard and along various other roadways, all as described in the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement and of amendments hereto;

28. The prior Section 3.G.2.g of the Development Agreement, page 41 of 53, is superseded and is amended by substitution herewith and Section 3.G.2.g (Amended 1/96), as set forth below is substituted therefore:

3.G.2.g. Maintain turf and landscaping on Parcels 50A, 50B, 50C, 50D, 52, 53, 55A, and 57, to the extent that the cost thereof does not exceed, annually, TWO HUNDRED THOUSAND DOLLARS (\$200,000). This amount shall be increased annually, commencing on the effective date of this Agreement by the same percent as the increase in the Cost of Living All Cities Index as issued by the United States Department of Labor using the week in which January 1, 1990 falls as base 100.

29. The Development Agreement, page 42 of 53, is amended herewith to add new Section 3.G.2.j (amended 1/96) as set forth below:

3.G.2.j. Maintain the open space/bike trail corridors and associated pedestrian/bicycle pathways located along the northern boundaries of Parcels 17A, 17B and 18C after dedication or conveyance to and acceptance by City.

30. The Development Agreement, page 42 of 53, is amended herewith to add new Section 3.G.2.i (amended 1/96) as set forth below:

3.G.2.i. Maintain the open space easements on Parcels 48B and 49B, with the costs of such maintenance to be allocated to Parcels 48A and 49B.

31. The Development Agreement, page 42 of 53, is amended herewith to add new Section 3.G.2.k (amended 1/96) as set forth below:

3.G.2.k. Maintain the parks on Parcels 55B, 55C and 55D with the costs of such maintenance to be assessed exclusively upon Parcels 17A/B, 18A/B/C and 19, respectively.

32. The prior Section 3.G.7 of the Development Agreement, page 42 of 53, is superseded and is amended by substitution herewith and Section 3.G.7 (Amended 1/96), as set forth below is substituted therefore:

3.G.7. Landscape Design Guidelines. Any and all scenic corridor landscaping shall be installed and maintained pursuant to the Landscape Design Guidelines (the "Guidelines"). Such Guidelines shall be adopted no later than January 1, 1991. The Landscape Design Guidelines shall be amended to reflect the Highland Reserve Rezone prior to or concurrent with the approval of any small lot tentative subdivision map or site review application for the Rezone Property.

33. The prior Section 3.I of the Development Agreement, page 43 of 53, is superseded and is amended by substitution herewith and Section 3.I (Amended 1/96), as set forth below is substituted therefore:

3.I. Park and Ride. Landowner shall comply with the Park and Ride location requirements described by Policy 5.8.7, page 5-32 of the North Central Roseville Specific Plan, as such Plan provides on the effective date of this Agreement. The allocation of reserved Park and Ride spaces shall be as follows: 50 spaces each to Parcels 35 and 56; 35 spaces to Parcel 34; and 25 spaces each to Parcels 31, 32, 38 and 44. Such spaces shall be reserved for Park and Ride use from 6:30 a.m. until 6:30 p.m., Monday through Friday.

34. The prior Section 3.M.6 of the Development Agreement, page 44 of 53, is superseded and is amended by substitution herewith and Section 3.M.6 (Amended 1/96), as set forth below is substituted therefore:

3.M.6 Sequencing. Notwithstanding any other provision of this Agreement, City shall not be required to process any application for a tentative map, use permit or building permit for Parcels 1A, 1B, 2, 4 or 14 until the CFD has been formed, the special tax authorized and the bonds financing the improvements described in Section 3.B.3 have been sold. City shall not be required to process applications for tentative maps or use permits for Parcels 10, 11, 12A, 12B, 13A, 13B, 22, 23, 29, 33, 36, 37, 45, and 46 until i) the CFD has been formed, the special tax authorized and the first issuance of bonds financing the improvements described in Section 3.B.7 have been sold and ii) the improvements described in Section 3.B.7 are under construction. City shall not be required to process applications for tentative maps or use permits for Parcels 3A, 3B, 5, 6, 7, 8, 9, 15, 16, 19, 26, 27, 28, 31, 34, 35, 40, 41 or 47 until the improvements described in Section 3.B.3 are under construction. The City shall not be required to process applications for tentative maps or use permits for any other Parcel within the Property until the improvements described in 3.B.3 (excepting those improvements described in 3.B.3.f and 3.B.3.o) have been completed and have been accepted by City.

35. The prior Exhibit B (Schematic Development Plan) to the Development Agreement, page 1 of 1, is superseded and is amended by substitution herewith and Exhibit B (Schematic Development Plan -- 11/95), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

36. The prior Exhibit C (Table of Land Uses) to the Development Agreement, page 1 of 1, is superseded and is amended by substitution herewith and Exhibit C (Table of Land Uses -- 11/95), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

37. The Development Agreement is amended herewith to add new Exhibit M, page 1 of 1, attached hereto and incorporated herein by reference.

38. The Development Agreement is amended herewith to delete Exhibit A-1, page 14 of 60.

39. The Development Agreement is amended herewith to delete Exhibit A-1, pages 15a and 15b of 60.

40. The Development Agreement is amended herewith to delete Exhibit A-1, page 16 of 60.

41. The Development Agreement is amended herewith to delete Exhibit A-1, page 20 of 60.

42. The prior Exhibit A-1, page 22 of 60, is superseded and amended by substitution herewith and Exhibit A-1, page 22 of 74, attached hereto and incorporated by reference, is substituted therefore.

43. The prior Exhibit A-1, pages 29a and 29b of 60, is superseded and amended by substitution herewith and Exhibit A-1, page 29 of 74, attached hereto and incorporated by reference, is substituted therefore.

44. The prior Exhibit A-1, pages 30a and 30b of 60, is superseded and amended by substitution herewith and Exhibit A-1, page 30 of 74, attached hereto and incorporated by reference, is substituted therefore.

45. The prior Exhibit A-1, pages 33a and 33b of 60, is superseded and amended by substitution herewith and Exhibit A-1, page 33 of 74, attached hereto and incorporated by reference, is substituted therefore.

46. The prior Exhibit A-1, page 34 of 60, is superseded and amended by substitution herewith and Exhibit A-1, page 34 of 74, attached hereto and incorporated by reference, is substituted therefore.

47. The Development Agreement is amended herewith to delete Exhibit A-1, page 39 of 60.

48. The prior Exhibit A-1, page 45 of 60, is superseded and amended by substitution herewith and Exhibit A-1, page 45 of 74, attached hereto and incorporated by reference, is substituted therefore.

49. The prior Exhibit A-1, pages 55a, 55b and 55c of 60, is superseded and amended by substitution herewith and Exhibit A-1, pages 55a and 55b of 74, attached hereto and incorporated by reference, is substituted therefore.

50. The Development Agreement is amended herewith to add Exhibit A-1, page 61 of 74, attached hereto and incorporated by reference.

51. The Development Agreement is amended herewith to add Exhibit A-1, page 62 of 74, attached hereto and incorporated by reference.

52. The Development Agreement is amended herewith to add Exhibit A-1, page 63 of 74, attached hereto and incorporated by reference.

53. The Development Agreement is amended herewith to add Exhibit A-1, page 64 of 74, attached hereto and incorporated by reference.

54. The Development Agreement is amended herewith to add Exhibit A-1, page 65 of 74, attached hereto and incorporated by reference.

55. The Development Agreement is amended herewith to add Exhibit A-1, page 66 of 74, attached hereto and incorporated by reference.

56. The Development Agreement is amended herewith to add Exhibit A-1, page 67 of 74, attached hereto and incorporated by reference.

57. The Development Agreement is amended herewith to add Exhibit A-1, page 68 of 74, attached hereto and incorporated by reference.

58. The Development Agreement is amended herewith to add Exhibit A-1, page 69 of 74, attached hereto and incorporated by reference.

59. The Development Agreement is amended herewith to add Exhibit A-1, page 70 of 74, attached hereto and incorporated by reference.

60. The Development Agreement is amended herewith to add Exhibit A-1, page 71 of 74, attached hereto and incorporated by reference.

61. The Development Agreement is amended herewith to add Exhibit A-1, page 72 of 74, attached hereto and incorporated by reference.

62. The Development Agreement is amended herewith to add Exhibit A-1, page 73 of 74, attached hereto and incorporated by reference.

63. The Development Agreement is amended herewith to add Exhibit A-1, page 74 of 74, attached hereto and incorporated by reference.

64. The Development Agreement is amended herewith to delete Exhibit A-2, page 14 of 60.

65. The Development Agreement is amended herewith to delete Exhibit A-2, page 15 of 60.

66. The Development Agreement is amended herewith to delete Exhibit A-2, page 16 of 60.

67. The Development Agreement is amended herewith to delete Exhibit A-2, page 20 of 60.

68. The prior Exhibit A-2, page 22 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 22 of 74, attached hereto and incorporated by reference, is substituted therefore.

69. The prior Exhibit A-2, page 29 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 29 of 74, attached hereto and incorporated by reference, is substituted therefore.

70. The prior Exhibit A-2, page 30 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 30 of 74, attached hereto and incorporated by reference, is substituted therefore.

71. The prior Exhibit A-2, page 33 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 33 of 74, attached hereto and incorporated by reference, is substituted therefore.

72. The prior Exhibit A-2, page 34 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 34 of 74, attached hereto and incorporated by reference, is substituted therefore.

73. The Development Agreement is amended herewith to delete Exhibit A-2, page 39 of 60.

74. The prior Exhibit A-2, page 45 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 45 of 74, attached hereto and incorporated by reference, is substituted therefore.

75. The prior Exhibit A-2, page 55 of 60, is superseded and amended by substitution herewith and Exhibit A-2, page 55 of 74, attached hereto and incorporated by reference, is substituted therefore.

76. The Development Agreement is amended herewith to add Exhibit A-2, page 61 of 74, attached hereto and incorporated by reference.

77. The Development Agreement is amended herewith to add Exhibit A-2, page 62 of 74, attached hereto and incorporated by reference.

78. The Development Agreement is amended herewith to add Exhibit A-2, page 63 of 74, attached hereto and incorporated by reference.

79. The Development Agreement is amended herewith to add Exhibit A-2, page 64 of 74, attached hereto and incorporated by reference.

80. The Development Agreement is amended herewith to add Exhibit A-2, page 65 of 74, attached hereto and incorporated by reference.

81. The Development Agreement is amended herewith to add Exhibit A-2, page 66a and 66b of 74, attached hereto and incorporated by reference.

82. The Development Agreement is amended herewith to add Exhibit A-2, page 67 of 74, attached hereto and incorporated by reference.

83. The Development Agreement is amended herewith to add Exhibit A-2, page 68 of 74, attached hereto and incorporated by reference.

84. The Development Agreement is amended herewith to add Exhibit A-2, page 69 of 74, attached hereto and incorporated by reference.

85. The Development Agreement is amended herewith to add Exhibit A-2, page 70 of 74, attached hereto and incorporated by reference.

86. The Development Agreement is amended herewith to add Exhibit A-2, page 71 of 74, attached hereto and incorporated by reference.

87. The Development Agreement is amended herewith to add Exhibit A-2, page 72 of 74, attached hereto and incorporated by reference.

88. The Development Agreement is amended herewith to add Exhibit A-2, page 73 of 74, attached hereto and incorporated by reference.

89. The Development Agreement is amended herewith to add Exhibit A-2, page 74 of 74, attached hereto and incorporated by reference.

90. The property subject to this Fourth Amendment is and shall be Parcels 17A, 17B, 18A, 18B, 18C, 19, 21A, 21B, 26, 32, 42, 43, 48A, 48B, 49A, 49B, 55A, 55B, 55C, 55D, 61 and 84 of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Fourth Amendment shall apply to such parcels as their interests appear. With respect to land subject to the Development Agreement, which is not part of the property subject to this Fourth Amendment, the Development Agreement shall continue to apply (except to the extent that portions of such land have been terminated as provided in Section 1.B of such Agreement).

91. All provisions of the Development Agreement not otherwise inconsistent with this Amendment, are and shall remain in full force and effect. Such provisions are herewith re-enacted, readopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Amendment and the readoption and ratification are consistent with the Roseville General Plan, and North Central Roseville Specific Plan as amended and the EIR certified by the City of Roseville on May 31, 1990.

Approved and adopted pursuant to Ordinance No. 2955, this 5th day of February 1996.

CITY:

CITY OF ROSEVILLE, a  
municipal corporation

By:

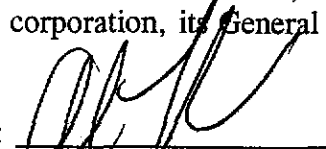
  
Allen E. Johnson  
City Manager

RPIP:

ROSEVILLE PROPERTIES  
INVESTMENT PARTNERS LTD.,  
a Texas limited partnership

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

By:

  
(AL LIBBERMAN)

Its: SENIOR VICE PRESIDENT

APPROVED AS TO FORM:


  
Mark J. Doane  
City Attorney

By:

  
(MARK A WILLIAMS)

Its: VILE PRESIDENT

ATTEST:

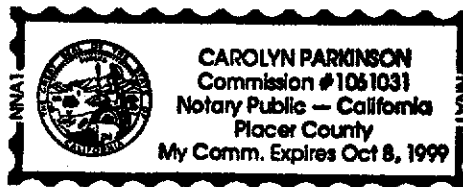
  
Carolyn Parkinson  
City Clerk

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 Fourth Amend. to devel. Agmt.  
Regional 65 Centre  
Date of Document 2.5.96

Acknowledgment - All Purpose

PLACER COUNTY CLERK

**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)

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 \_\_\_\_\_  
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 OR 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.

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**

**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)

**OPTIONAL SECTION**

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

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

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

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

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

18086-00  
December 8, 1995  
MJ/cla

**DESCRIPTION OF PARCEL 26  
DEVELOPMENT AGREEMENT**

All that real property situated in the City of Roseville, Placer County, State of California and being Parcels 26 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 26; thence from the TRUE POINT OF BEGINNING to a curve which tangent bears North 25°03'17" West; thence along said curve to the left having a radius of 650.00 feet through a central angle of 45°48'00" with an arc length of 519.59 feet; subtended by a chord which bears North 47°57'17" West for a distance of 505.86 feet; thence North 70°51'17" West a distance of 176.44 feet; thence North 20°13'38" West a distance of 92.43 feet; to a curve to the right having a radius of 600.00 feet through a central angle of 25°02'53" with an arc length of 262.30 feet; subtended by a chord which bears North 07°42'12" West for a distance of 260.22 feet; thence South 85°10'45" East a distance of 30.00 feet; to a curve which tangent bears North 04°49'15" East; thence along said curve to the right having a radius of 570.00 feet through a central angle of 20°01'31" with an arc length of 199.22 feet; subtended by a chord which bears North 14°50'00" East for a distance of 198.21 feet; to a curve to the right having a radius of 62.00 feet through a central angle of 102°50'22" with an arc length of 111.28 feet; subtended by a chord which bears North 76°15'57" East for a distance of 96.94 feet; to a curve to the right having a radius of 1935.00 feet through a central angle of 04°13'42" with an arc length of 142.80 feet; subtended by a chord which bears South 50°12'02" East for a distance of 142.77 feet; thence South 48°05'11" East a distance of 107.20 feet; thence South 52°36'01" East a distance of 190.59 feet; thence South 48°05'11" East a distance of 838.70 feet; thence South 77°50'25" West a distance of 542.79 feet to the POINT OF BEGINNING.

Containing 10.857 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

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

18086-00  
December 8, 1995  
MJS/cla

DESCRIPTION OF PARCEL 32  
DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcels 32 and 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 a point from which the Northwesterly corner of said Parcel 32 bears North  $10^{\circ}48'19''$  East a distance of 92.11 feet; thence from the TRUE POINT OF BEGINNING South  $77^{\circ}46'01''$  East a distance of 877.71 feet; to a curve which tangent bears South  $34^{\circ}37'27''$  West; thence along said curve to the left having a radius of 1227.00 feet through a central angle of  $25^{\circ}29'39''$  with an arc length of 545.96 feet; subtended by a chord which bears South  $21^{\circ}52'38''$  West for a distance of 541.47 feet; to a curve to the right having a radius of 62.00 feet through a central angle of  $85^{\circ}01'36''$  with an arc length of 92.01 feet; subtended by a chord which bears South  $51^{\circ}38'36''$  West for a distance of 83.79 feet; thence North  $85^{\circ}50'37''$  West a distance of 104.68 feet; to a curve to the right having a radius of 1935.00 feet through a central angle of  $18^{\circ}49'03''$  with an arc length of 635.50 feet; subtended by a chord which bears North  $76^{\circ}26'05''$  West for a distance of 632.65 feet; to a curve to the right having a radius of 62.00 feet through a central angle of  $93^{\circ}45'40''$  with an arc length of 101.46 feet; subtended by a chord which bears North  $20^{\circ}08'44''$  West for a distance of 90.51 feet; to a curve to the left having a radius of 2065.00 feet through a central angle of  $06^{\circ}56'12''$  with an arc length of 250.01 feet; subtended by a chord which bears North  $23^{\circ}16'00''$  East for a distance of 249.85 feet; thence North  $12^{\circ}38'12''$  East a distance of 190.00 feet; to a curve which tangent bears North  $14^{\circ}31'19''$  East; thence along said curve to the left having a radius of 2050.00 feet through a central angle of  $02^{\circ}25'46''$  with an arc length of 86.91 feet; subtended by a chord which bears North  $13^{\circ}18'26''$  East for a distance of 86.91 feet to the POINT OF BEGINNING.

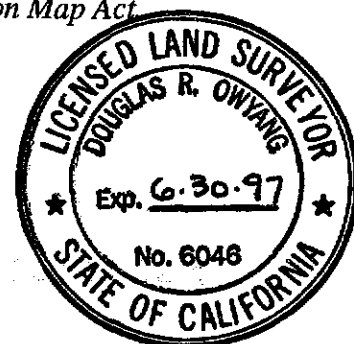
Containing 11.700 acres of land, more or less.

*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

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

18086-00  
December 8, 1995  
MJS/cla

DESCRIPTION OF PARCEL 42  
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.

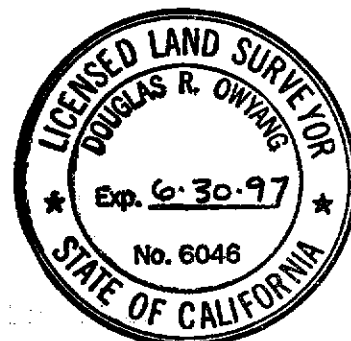
Containing 40.592 acres of land, more or less.

*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

29 of 74



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

18086-00  
December 8, 1995  
MJS/cla

**DESCRIPTION OF PARCEL 43  
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.

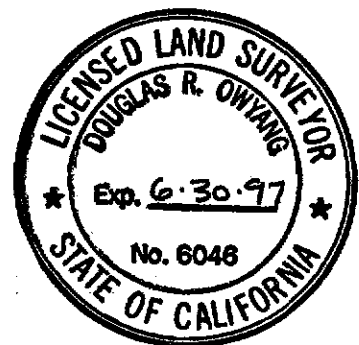
Containing 27.991 acres of land, more or less.

*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.*



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

18086-00  
December 8, 1995  
MJS/cla

DESCRIPTION OF PARCEL 48a  
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 12/14/95. 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.*

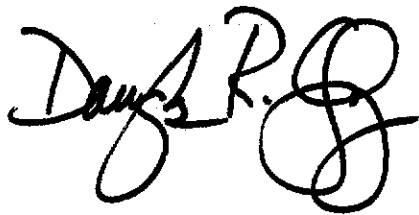
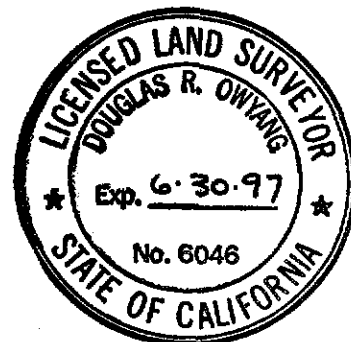


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**CIVIL ENGINEERS**  
1376 Lead Hill Road, Suite 150  
Roseville, CA 95661

18086-00  
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**DESCRIPTION OF PARCEL 49a**  
**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.*



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**DESCRIPTION OF PARCEL 61  
DEVELOPMENT AGREEMENT**

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcels 61 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 the northwesterly corner of said Parcel 61; thence from the TRUE POINT OF BEGINNING North 75°23'53" East a distance of 257.98 feet; thence South 14°36'07" East a distance of 220.57 feet; thence South 45°12'59" East a distance of 280.43 feet; thence South 75°23'53" West a distance of 264.07 feet; to a curve which tangent bears North 22°41'48" West; thence along said curve to the left having a radius of 1650.00 feet through a central angle of 16°47'15" with an arc length of 483.44 feet; subtended by a chord which bears North 31°05'25" West for a distance of 481.71 feet to the POINT OF BEGINNING.

Containing 2.276 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.*



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Roseville, CA 95661

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**DESCRIPTION OF PARCEL 84  
DEVELOPMENT AGREEMENT**

All that real property situated in the City of Roseville, Placer County, State of California and being all of Parcel 84 and 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 the southerly corner of said Parcel 84, said point being on the Northerly Right-of-Way of Roseville Parkway; thence from the TRUE POINT OF BEGINNING North 57°01'58" West a distance of 77.76 feet; thence North 52°30'17" West a distance of 439.03 feet; thence North 37°29'43" East a distance of 182.53 feet; thence North 21°08'03" West a distance of 235.00 feet; thence North 46°08'31" East a distance of 28.99 feet; to a curve which tangent bears North 23°10'25" West; thence along said curve to the right 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 North 09°51'58" West for a distance of 141.33 feet; thence North 03°26'28" East a distance of 500.05 feet; to a curve to the left 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 North 12°44'09" West for a distance of 79.68 feet; thence North 59°20'00" West a distance of 141.81 feet; to a curve which tangent bears North 89°45'13" West; thence along said curve to the left 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 South 88°15'53" West for a distance of 9.89 feet; thence South 86°16'59" West a distance of 3.52 feet; to a curve to the right 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 North 60°00'18" West for a distance of 202.03 feet; thence North 26°17'35" West a distance of 398.02 feet; thence North 55°14'18" West a distance of 121.72 feet; thence North 80°38'48" West a distance of 165.15 feet; thence North 45°12'59" West a distance of 359.38 feet; thence North 14°36'07" West a distance of 220.57 feet; thence North 60°19'43" East a distance of 231.17 feet; thence North 04°30'31" West a distance of 557.40 feet; thence North 15°13'02" East a distance of 332.36 feet; thence North 24°33'22" East a distance of 300.35 feet; thence North 09°47'49" East a distance of 41.37 feet; thence North 02°40'16" East a distance of 396.81 feet; thence South 44°33'05" East a distance of 78.93 feet; thence South 55°16'51" East a distance of 305.28 feet; thence South 40°36'58" West a distance of 86.33 feet; thence South 00°32'19" West a distance of 396.92 feet; thence South 40°56'44" East a distance of 103.05 feet; thence

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South 12°04'19" West a distance of 84.16 feet; thence South 36°32'29" West a distance of 103.61 feet; thence South 26°38'02" East a distance of 131.32 feet; thence South 34°36'50" West a distance of 486.46 feet; thence South 21°04'50" East a distance of 335.20 feet; thence South 14°25'47" East a distance of 173.58 feet; thence South 73°19'37" East a distance of 123.61 feet; thence South 03°53'52" West a distance of 261.80 feet; thence South 37°39'34" East a distance of 331.53 feet; thence South 51°32'42" East a distance of 360.42 feet; thence South 09°08'12" East a distance of 221.25 feet; thence South 05°50'38" West a distance of 200.41 feet; thence South 10°22'03" East a distance of 241.37 feet; thence South 37°16'34" East a distance of 55.85 feet; thence North 88°06'03" East a distance of 277.28 feet; thence North 71°33'23" East a distance of 214.53 feet; thence North 89°32'28" East a distance of 323.27 feet; to a curve which tangent bears South 02°48'03" West; thence along said curve to the left having a radius of 2050.00 feet through a central angle of 00°15'09" with an arc length of 9.04 feet; subtended by a chord which bears South 02°40'28" West for a distance of 9.04 feet; thence South 02°32'53" West a distance of 250.38 feet; to a curve to the right having a radius of 1950.00 feet through a central angle of 11°29'27" with an arc length of 391.07 feet; subtended by a chord which bears South 08°17'36" West for a distance of 390.42 feet; thence South 17°14'05" West a distance of 18.96 feet; thence North 79°25'19" West a distance of 321.40 feet; thence South 41°17'06" West a distance of 347.26 feet to the POINT OF BEGINNING.

Containing 37.639 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.*

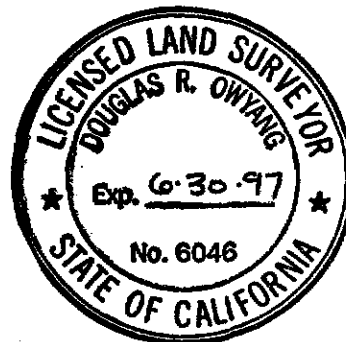


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1376 Lead Hill Road, Suite 150  
Roseville, CA 95661

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December 8, 1995  
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DESCRIPTION OF PARCEL 17a  
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 southwesterly corner of said Parcel 49; thence from the TRUE POINT OF BEGINNING to a curve which tangent bears South 54°26'39" East; thence along said curve to the left having a radius of 62.00 feet through a central angle of 35°52'00" with an arc length of 38.81 feet; subtended by a chord which bears South 72°22'39" East for a distance of 38.18 feet; thence North 89°41'21" East a distance of 125.23 feet; to a curve to the right having a radius of 1665.00 feet through a central angle of 02°13'44" with an arc length of 64.77 feet; subtended by a chord which bears South 89°11'47" East for a distance of 64.77 feet; thence South 80°17'03" East a distance of 120.00 feet; thence South 80°26'40" East a distance of 120.00 feet; to a curve which tangent bears South 79°47'41" East; thence along said curve to the right having a radius of 1650.00 feet through a central angle of 03°59'21" with an arc length of 114.88 feet; subtended by a chord which bears South 77°48'00" East for a distance of 114.86 feet; subtended by a chord which bears South 76°48'09" East for a distance of 57.44 feet; thence North 14°11'41" East a distance of 50.00 feet; thence North 27°27'05" East a distance of 351.82 feet; thence North 43°42'47" East a distance of 54.34 feet; thence North 41°54'49" East a distance of 64.98 feet; thence North 21°23'34" East a distance of 52.05 feet; thence North 35°29'17" East a distance of 99.02 feet; thence North 58°13'20" East a distance of 58.14 feet; to a curve which tangent bears North 52°36'35" West; thence along said curve to the left having a radius of 677.00 feet through a central angle of 26°31'31" with an arc length of 313.42 feet; subtended by a chord which bears North 65°52'21" West for a distance of 310.63 feet; to a curve to the right having a radius of 20.00 feet through a central angle of 85°28'35" with an arc length of 29.84 feet; subtended by a chord which bears North 36°23'49" West for a distance of 27.15 feet; to a curve to the left having a radius of 277.00 feet through a central angle of 06°36'38" with an arc length of 31.96 feet; subtended by a chord which bears North 03°02'09" East for a distance of 31.94 feet; thence North 00°16'09" West a distance of 228.49 feet; to a curve to the right having a radius of 39.00 feet through a central angle of 53°49'02" with an arc length of 36.63 feet; subtended by a chord which bears North 26°38'22" East for a distance of 35.30 feet; to a curve to the left having a radius of 44.00 feet through a central angle of 101°38'04" with an arc length of 78.05 feet; subtended by a chord which bears North 02°43'51" East for a distance of 68.21 feet; thence North 41°54'49" East a distance of 33.09 feet; thence North 48°05'11" West a distance of 917.94 feet; thence South 01°13'50" West a distance of 682.85 feet; thence South 00°03'30" West a distance of 995.80 feet to the POINT OF BEGINNING.

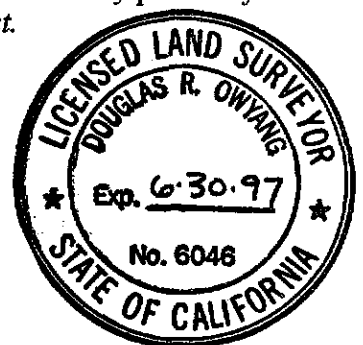
Containing 23.186 acres of land, more or less.

*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.*

*David R. Somps*

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MACKAY & SOMPS  
CIVIL ENGINEERS  
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Roseville, CA 95661

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DESCRIPTION OF PARCEL 17b  
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 southerly corner of said Parcel 49 on the Northerly Right-of-Way of Roseville Parkway; thence from the TRUE POINT OF BEGINNING to a curve which tangent bears North 39°29'02" West; thence along said curve to the left having a radius of 1650.00 feet through a central angle of 36°19'17" with an arc length of 1045.98 feet; subtended by a chord which bears North 57°38'41" West for a distance of 1028.55 feet; thence North 14°11'41" East a distance of 50.00 feet; thence North 27°27'05" East a distance of 351.82 feet; thence North 43°42'47" East a distance of 54.34 feet; thence North 41°54'49" East a distance of 64.98 feet; thence North 21°23'34" East a distance of 52.05 feet; thence North 35°29'17" East a distance of 99.02 feet; thence North 58°13'20" East a distance of 58.14 feet; thence North 41°54'49" East a distance of 224.80 feet; thence South 48°05'11" East a distance of 1008.73 feet; thence South 04°30'31" East a distance of 473.91 feet; thence South 60°19'43" West a distance of 231.17 feet; thence South 75°23'53" West a distance of 257.98 feet to the POINT OF BEGINNING.

Containing 22.062 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.*

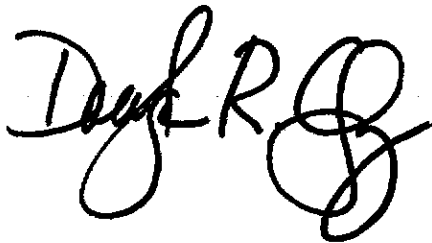


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Roseville, CA 95661

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December 8, 1995  
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DESCRIPTION OF PARCEL 18a  
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.*



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DESCRIPTION OF PARCEL 18b  
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.*

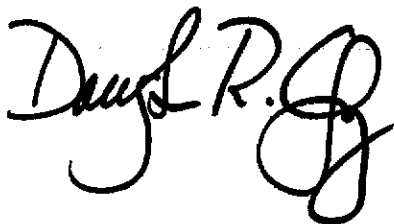


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**CIVIL ENGINEERS**  
1376 Lead Hill Road, Suite 150  
Roseville, CA 95661

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**DESCRIPTION OF PARCEL 18c  
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 most Southerly corner of said Parcel 48, thence from the **TRUE POINT OF BEGINNING** North 37°16'34" West a distance of 55.85 feet; thence North 10°22'03" West a distance of 241.37 feet; thence North 05°50'38" East a distance of 200.41 feet; thence North 09°08'12" West a distance of 221.25 feet; thence North 51°32'42" West a distance of 360.42 feet; thence North 37°39'34" West a distance of 331.53 feet; thence North 03°53'52" East a distance of 295.00 feet; thence North 76°36'11" East a distance of 101.07 feet; to a curve which tangent bears North 13°23'49" West; thence along said curve to the right having a radius of 44.00 feet through a central angle of 84°25'38" with an arc length of 64.84 feet; subtended by a chord which bears North 28°49'00" East for a distance of 59.13 feet; to a curve to the left having a radius of 10.00 feet through a central angle of 68°15'42" with an arc length of 11.91 feet; subtended by a chord which bears North 36°53'58" East for a distance of 11.22 feet; thence North 02°46'07" East a distance of 134.68 feet; thence South 48°05'11" East a distance of 1723.89 feet; to a curve which tangent bears South 15°58'23" West; thence along said curve to the left having a radius of 2065.00 feet through a central angle of 04°03'33" with an arc length of 146.29 feet; subtended by a chord which bears South 13°56'37" West for a distance of 146.26 feet; thence South 04°45'09" West a distance of 190.00 feet; to a curve which tangent bears South 06°38'16" West; thence along said curve to the left having a radius of 2050.00 feet through a central angle of 03°50'13" with an arc length of 137.28 feet; subtended by a chord which bears South 04°43'09" West for a distance of 137.26 feet; thence South 89°32'28" West a distance of 323.27 feet; thence South 71°33'23" West a distance of 214.53 feet; thence South 88°06'03" West a distance of 277.28 feet to the **POINT OF BEGINNING**.

Containing 26.569 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.*

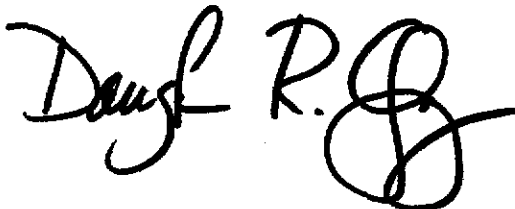


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**MACKAY & SOMPS**  
**CIVIL ENGINEERS**  
1376 Lead Hill Road, Suite 150  
Roseville, CA 95661

18086-00  
December 8, 1995  
MJS/cia

**DESCRIPTION OF PARCEL 19**  
**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

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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.*

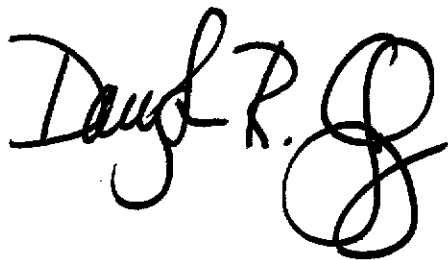


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**MACKAY & SOMPS**  
**CIVIL ENGINEERS**  
1376 Lead Hill Road, Suite 150  
Roseville, CA 95661

18086-00  
December 8, 1995  
MJS/cla

**DESCRIPTION OF PARCEL 21a**  
**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.*

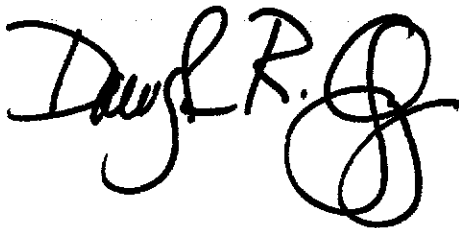
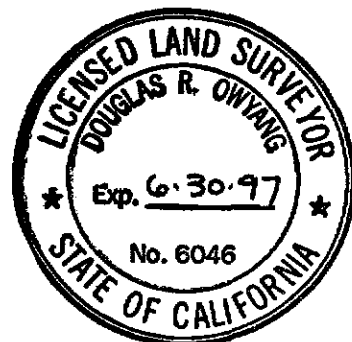


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MACKAY & SOMPS  
CIVIL ENGINEERS  
1376 Lead Hill Road, Suite 150  
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18086-00  
December 8, 1995  
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DESCRIPTION OF PARCEL 21b  
DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being a portion of Parcel 32 and 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 most Northerly corner of said Parcel 32, thence from the **TRUE POINT OF BEGINNING** South 81°32'30" East a distance of 137.39 feet; thence North 72°50'50" East a distance of 400.20 feet; thence North 20°00'44" East a distance of 158.05 feet; thence South 60°05'53" East a distance of 154.35 feet; thence North 34°59'16" East a distance of 400.22 feet; thence North 51°46'22" East a distance of 325.32 feet; thence North 75°22'32" East a distance of 392.58 feet; thence South 83°23'02" East a distance of 182.11 feet; thence South 01°07'30" East a distance of 567.46 feet; to a curve which tangent bears South 88°52'30" West; thence along said curve to the left having a radius of 2027.00 feet through a central angle of 10°06'18" with an arc length of 357.49 feet; subtended by a chord which bears South 83°49'21" West for a distance of 357.03 feet; to a curve to the left having a radius of 1227.00 feet through a central angle of 44°08'45" with an arc length of 945.39 feet; subtended by a chord which bears South 56°41'49" West for a distance of 922.18 feet; thence North 77°46'01" West a distance of 877.71 feet; to a curve which tangent bears North 12°05'34" East; thence along said curve to the left having a radius of 2050.00 feet through a central angle of 02°34'29" with an arc length of 92.12 feet; subtended by a chord which bears North 10°48'19" East for a distance of 92.11 feet; thence North 73°48'50" East a distance of 211.45 feet to the **POINT OF BEGINNING**.

Containing 19.522 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.*



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

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**DESCRIPTION OF PARCEL 48b  
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 a point from which the Southerly corner of Parcel 48 bears South 57°41'32" West a distance of 1024.83 feet; thence from the **TRUE POINT OF BEGINNING** North 48°05'11" West a distance of 1723.89 feet; to a curve which tangent bears North 02°46'07" East; thence along said curve to the left having a radius of 140.00 feet through a central angle of 26°49'10" with an arc length of 65.53 feet; subtended by a chord which bears North 10°38'28" West for a distance of 64.94 feet; to a curve to the right having a radius of 160.00 feet through a central angle of 26°16'14" with an arc length of 73.36 feet; subtended by a chord which bears North 10°54'56" West for a distance of 72.72 feet; thence North 02°13'11" East a distance of 174.25 feet; thence South 48°05'11" East a distance of 1836.64 feet; to a curve which tangent bears South 65°39'59" West; thence along said curve to the right having a radius of 62.00 feet through a central angle of 45°40'03" with an arc length of 49.42 feet; subtended by a chord which bears South 88°30'01" West for a distance of 48.12 feet; thence South 21°20'02" West a distance of 60.00 feet; to a curve which tangent bears South 68°39'58" East; thence along said curve to the right having a radius of 62.00 feet through a central angle of 87°31'16" with an arc length of 94.71 feet; subtended by a chord which bears South 24°54'20" East for a distance of 85.76 feet; to a curve to the left having a radius of 2065.00 feet through a central angle of 02°52'54" with an arc length of 103.86 feet; subtended by a chord which bears South 17°24'50" West for a distance of 103.85 to the **POINT OF BEGINNING**.

Containing 8.871 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.*




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

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DESCRIPTION OF PARCEL 49b  
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 a point from which the Northeast corner of said Parcel 49 bears North 12°31'14" East a distance of 879.19; thence from the **TRUE POINT OF BEGINNING** South 15°13'02" West a distance of 179.03 feet; thence South 04°30'31" East a distance of 83.49 feet; thence North 48°05'11" West a distance of 2474.90 feet; thence North 01°13'50" East a distance of 286.82 feet; thence South 48°05'11" East a distance of 2520.96 feet to the **POINT OF BEGINNING**.

Containing 12.415 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*

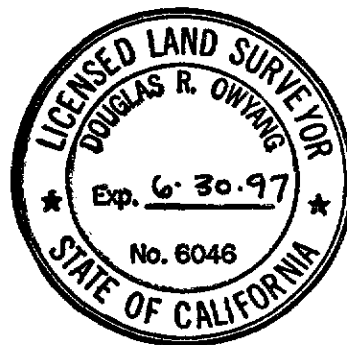


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MACKAY & SOMPS  
CIVIL ENGINEERS  
1376 Lead Hill Road, Suite 150  
Roseville, CA 95661

18086-00  
December 8, 1995  
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DESCRIPTION OF PARCEL 55a  
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 Northwestern corner of said Parcel 48; thence from the TRUE POINT OF BEGINNING South 55°16'51" East a distance of 740.00 feet; thence South 34°43'09" West a distance of 354.93 feet; thence South 31°53'46" West a distance of 548.28 feet; thence South 02°13'11" West a distance of 174.25 feet; to a curve to the left having a radius of 160.00 feet through a central angle of 26°16'14" with an arc length of 73.36 feet; subtended by a chord which bears South 10°54'56" East for a distance of 72.72 feet; to a curve to the right having a radius of 140.00 feet through a central angle of 26°49'10" with an arc length of 65.53 feet; subtended by a chord which bears South 10°38'28" East for a distance of 64.94 feet; thence North 48°05'11" West a distance of 503.73 feet; thence North 34°36'50" East a distance of 398.96 feet; thence North 26°38'02" West a distance of 131.32 feet; thence North 36°32'29" East a distance of 103.61 feet; thence North 12°04'19" East a distance of 84.16 feet; thence North 40°56'44" West a distance of 103.05 feet; thence North 00°32'19" East a distance of 396.92 feet; thence North 40°36'58" East a distance of 86.33 feet to the POINT OF BEGINNING.

Containing 12.127 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.*

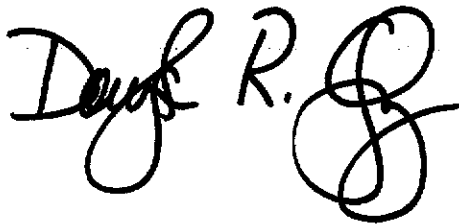


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1376 Lead Hill Road, Suite 150  
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DESCRIPTION OF PARCEL 55b  
DEVELOPMENT AGREEMENT

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 a point from which the Northwesterly corner of said Parcel 48 bears North  $11^{\circ}44'47''$  West a distance of 1176.18; thence from the TRUE POINT OF BEGINNING South  $48^{\circ}05'11''$  East a distance of 503.73 feet; thence South  $02^{\circ}46'07''$  West a distance of 134.68 feet; to a curve to the right having a radius of 10.00 feet through a central angle of  $68^{\circ}15'42''$  with an arc length of 11.91 feet; subtended by a chord which bears South  $36^{\circ}53'58''$  West for a distance of 11.22 feet; to a curve to the left having a radius of 44.00 feet through a central angle of  $84^{\circ}25'38''$  with an arc length of 64.84 feet; subtended by a chord which bears South  $28^{\circ}49'00''$  West for a distance of 59.13 feet; thence South  $76^{\circ}36'11''$  West a distance of 101.07 feet; thence South  $03^{\circ}53'52''$  West a distance of 33.20 feet; thence North  $73^{\circ}19'37''$  West a distance of 123.61 feet; thence North  $14^{\circ}25'47''$  West a distance of 173.58 feet; thence North  $21^{\circ}04'50''$  West a distance of 335.20 feet; thence North  $34^{\circ}36'50''$  East a distance of 87.50 feet to the POINT OF BEGINNING.

Containing 2.871 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*

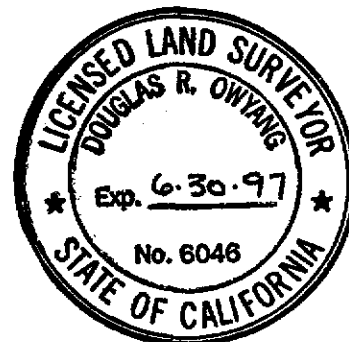


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MACKAY & SOMPS  
CIVIL ENGINEERS  
1376 Lead Hill Road, Suite 150  
Roseville, CA 95661

18086-00  
December 8, 1995  
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DESCRIPTION OF PARCEL 55c  
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 a point from which the Southeast corner of said Parcel 49 bears South 22°49'29" East a distance of 1256.59 feet; thence from the **TRUE POINT OF BEGINNING** to a curve which tangent bears North 52°36'35" West; thence along said curve to the left having a radius of 677.00 feet through a central angle of 26°31'31" with an arc length of 313.42 feet; subtended by a chord which bears North 65°52'21" West for a distance of 310.63 feet; to a curve to the right having a radius of 20.00 feet through a central angle of 85°28'35" with an arc length of 29.84 feet; subtended by a chord which bears North 36°23'49" West for a distance of 27.15 feet; to a curve to the left having a radius of 277.00 feet through a central angle of 06°36'38" with an arc length of 31.96 feet; subtended by a chord which bears North 03°02'09" East for a distance of 31.94 feet; thence North 00°16'09" West a distance of 228.49 feet; to a curve to the right having a radius of 39.00 feet through a central angle of 53°49'02" with an arc length of 36.63 feet; subtended by a chord which bears North 26°38'22" East for a distance of 35.30 feet; to a curve to the left having a radius of 44.00 feet through a central angle of 101°38'04" with an arc length of 78.05 feet; subtended by a chord which bears North 02°43'51" East for a distance of 68.21 feet; thence North 41°54'49" East a distance of 33.09 feet; thence South 48°05'11" East a distance of 548.24 feet; thence South 41°54'49" West a distance of 224.80 feet to the **POINT OF BEGINNING**.

Containing 2.883 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.*

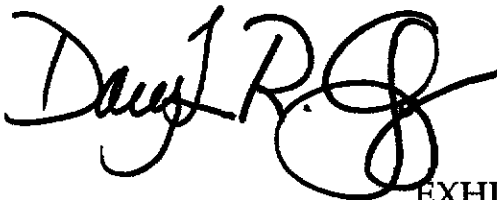
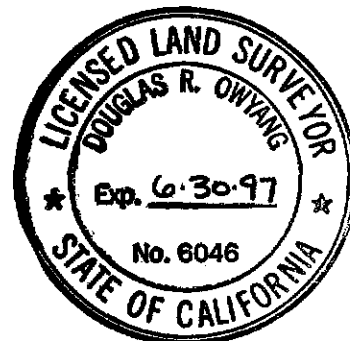


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1376 Lead Hill Road, Suite 150  
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DESCRIPTION OF PARCEL 55d  
DEVELOPMENT AGREEMENT

All that real property situated in the City of Roseville, Placer County, State of California and being 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 from which the Westerly corner of said Parcel 30 bears South 65°18'09" West a distance of 155.07 feet; thence from the TRUE POINT OF BEGINNING South 88°31'40" West a distance of 28.85 feet; thence North 01°28'20" West a distance of 15.26 feet; thence North 44°27'26" East a distance of 51.92 feet; to a curve which tangent bears North 47°35'43" East; thence along said curve to the left having a radius of 1286.37 feet through a central angle of 11°03'18" with an arc length of 248.20 feet; subtended by a chord which bears North 42°04'04" East for a distance of 247.82 feet; thence North 39°27'14" East a distance of 120.61 feet; thence North 76°28'28" East a distance of 46.80 feet; to a curve which tangent bears South 70°51'28" East; thence along said curve to the left having a radius of 3135.92 feet through a central angle of 06°48'26" with an arc length of 372.58 feet; subtended by a chord which bears South 74°15'41" East for a distance of 372.36 feet to a curve which tangent bears South 79°53'07" East; thence along said curve to the left having a radius of 2519.40 feet through a central angle of 00°09'14" with an arc length of 6.77 feet; subtended by a chord which bears South 79°57'44" East for a distance of 6.77 feet; thence South 31°23'58" East a distance of 24.44 feet; thence South 58°36'02" West a distance of 20.00 feet; to a curve which tangent bears North 31°23'58" West; thence along said curve to the left having a radius of 53.00 feet through a central angle of 76°32'59" with an arc length of 70.81 feet; subtended by a chord which bears North 69°40'27" West for a distance of 65.66 feet; to a curve to the right having a radius of 30.00 feet through a central angle of 26°55'45" with an arc length of 14.10 feet; subtended by a chord which bears South 85°30'56" West for a distance of 13.97 feet; thence North 81°01'12" West a distance of 56.68 feet; to a curve to the left having a radius of 517.00 feet through a central angle of 55°27'08" with an arc length of 500.37 feet; subtended by a chord which bears South 71°15'14" West for a distance of 481.06 feet; thence South 43°31'40" West a distance of 31.99 feet; to a curve to the right having a radius of 30.00 feet through a central angle of 26°55'45" with an arc length of 14.10 feet; subtended by a chord which bears South 56°59'33" West for a distance of 13.97 feet; to a curve to the left having a radius of 53.00 feet through a central angle of 71°55'45" with an arc length of 66.54 feet; subtended by a chord which bears South 34°29'33" West for a distance of 62.25 feet to the POINT OF BEGINNING.

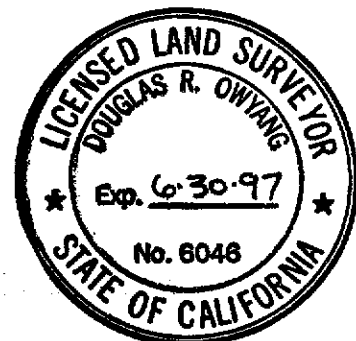
Containing 38497 square feet of land, more or less.

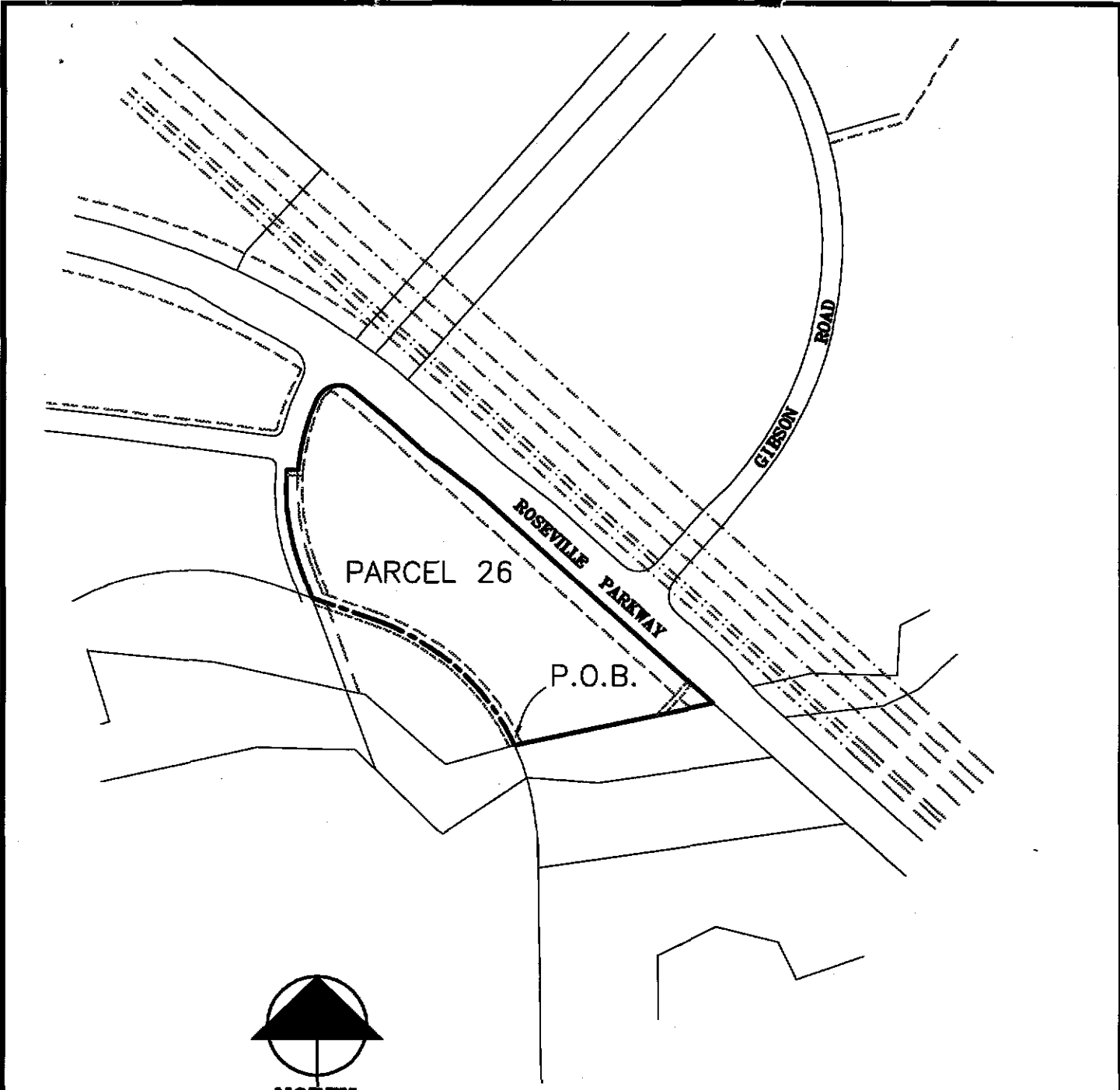
*The above property description reflects the proposed boundaries as shown on the tentative large lot merger and resubdivision map approved by the City of Roseville on 12/14/95. This description is not prepared for and shall not be used to divide, sell, lease, transfer or finance any parcel of real property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



EXHIBIT A-1

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PARCEL 26

P.O.B.



EXHIBIT A-2  
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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.

<b>NCRSP PARCEL 26</b>			
ROSEVILLE, CALIFORNIA			
<b>MACKAY &amp; SOMPS</b>			
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING ROSEVILLE, CA. 95661-2944 (916) 773-1189			
MSJ	1"=400'	12/12/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

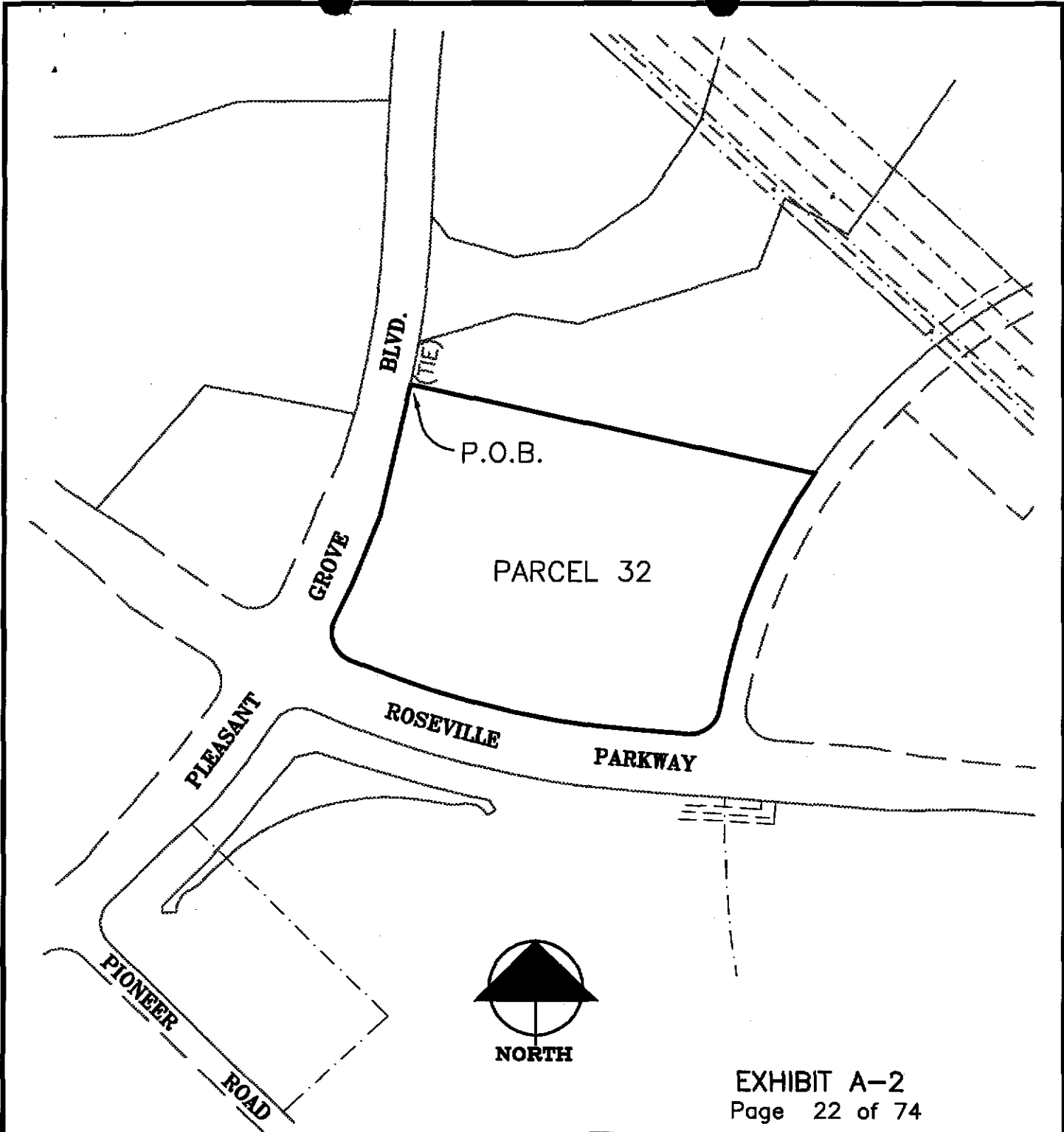


EXHIBIT A-2  
Page 22 of 74

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 32**

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.

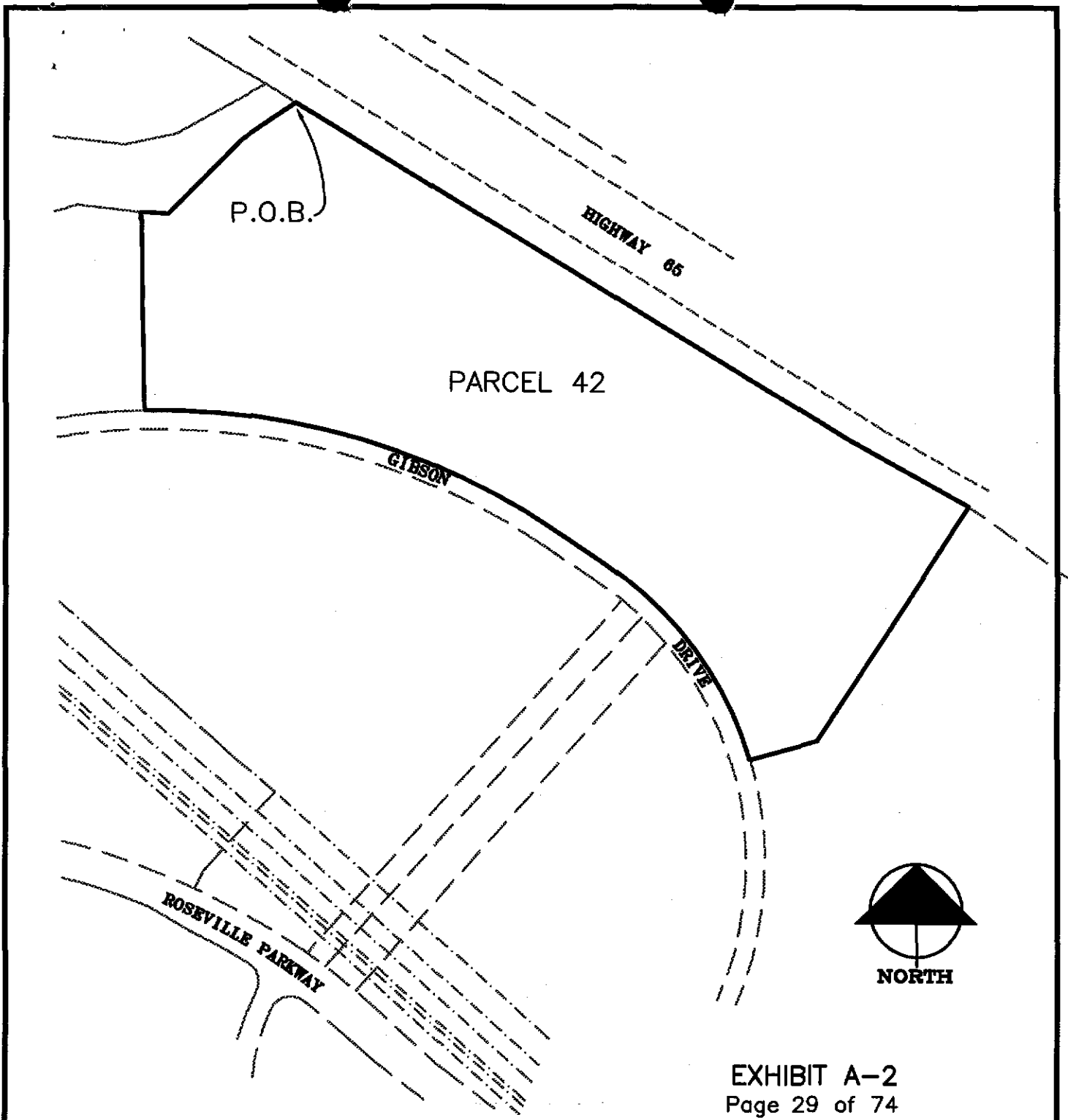


EXHIBIT A-2  
Page 29 of 74

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**NCRSP PARCEL 42**

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.

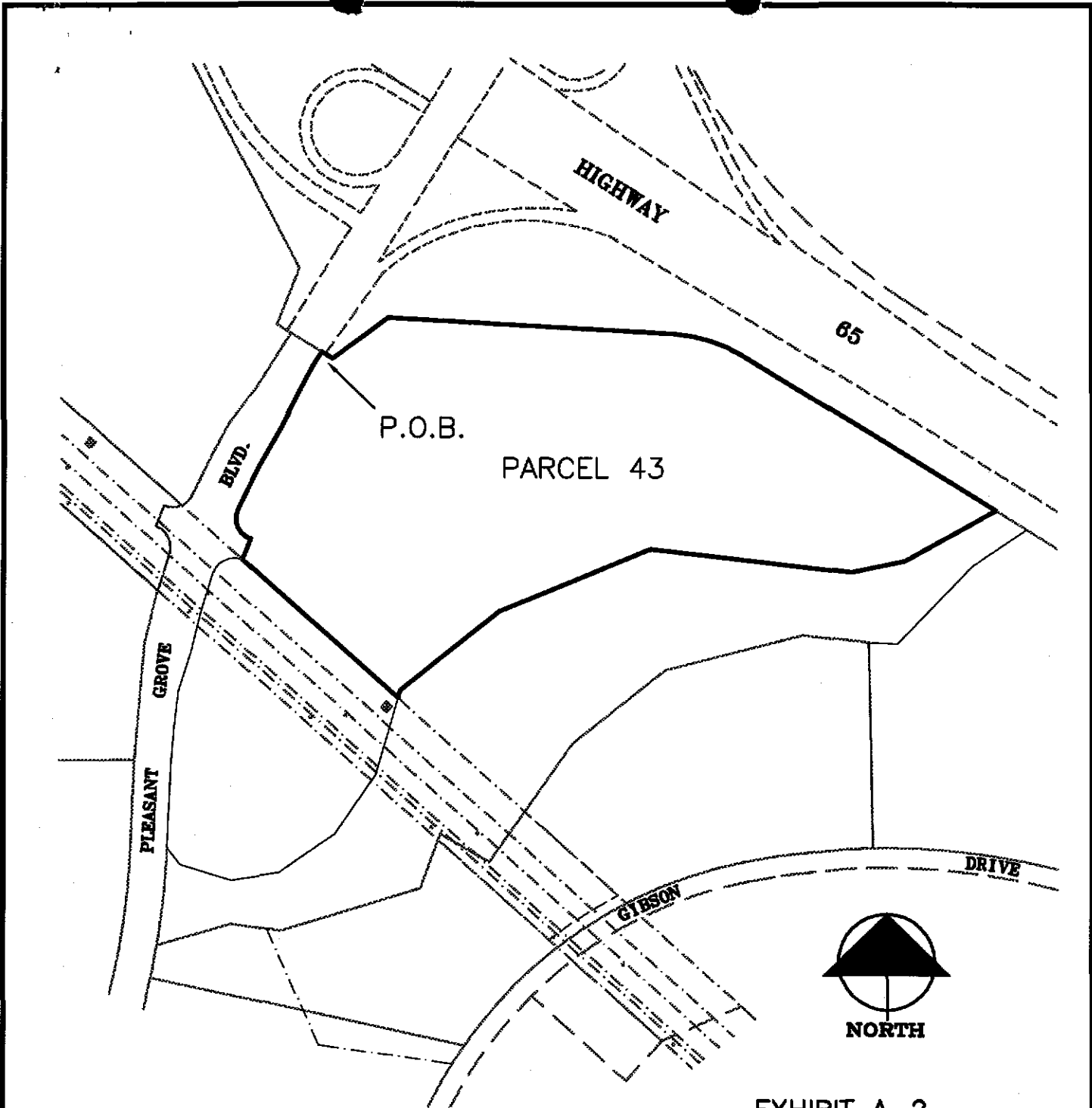


EXHIBIT A-2  
Page 30 of 74

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'	12/07/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

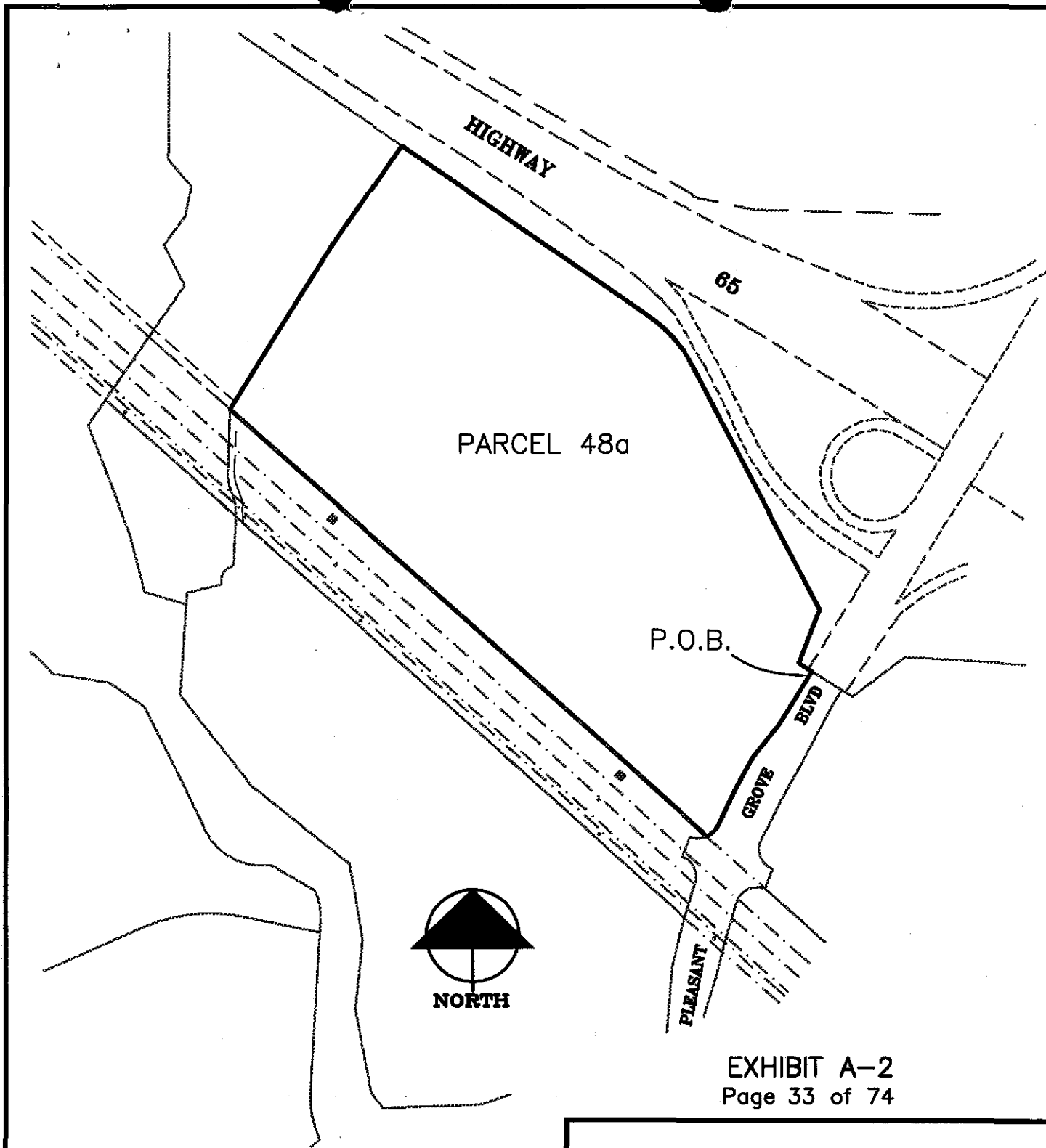


EXHIBIT A-2  
Page 33 of 74

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 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  
Page 34 of 74

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.

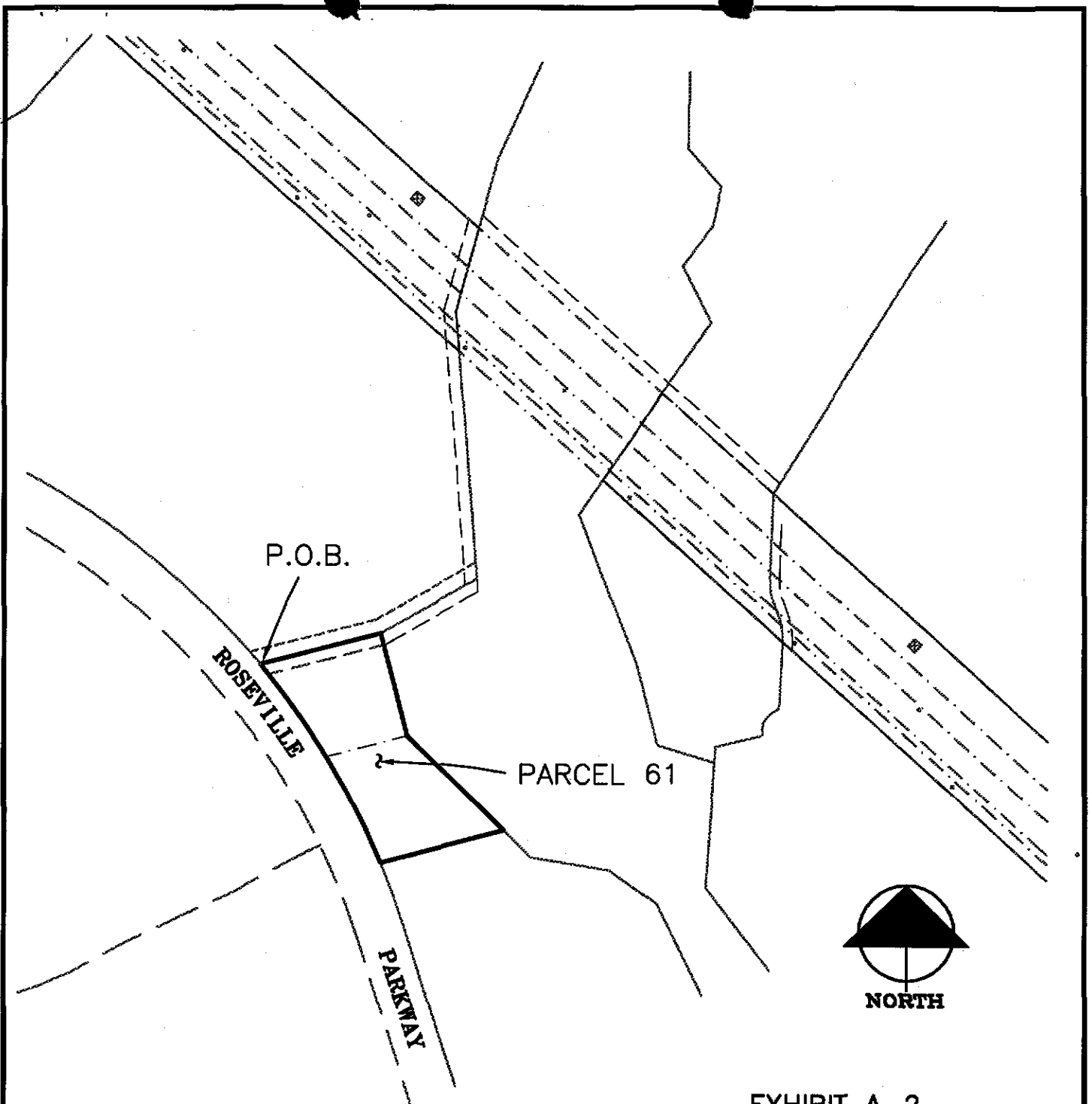


EXHIBIT A-2  
Page 45 of 74

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.

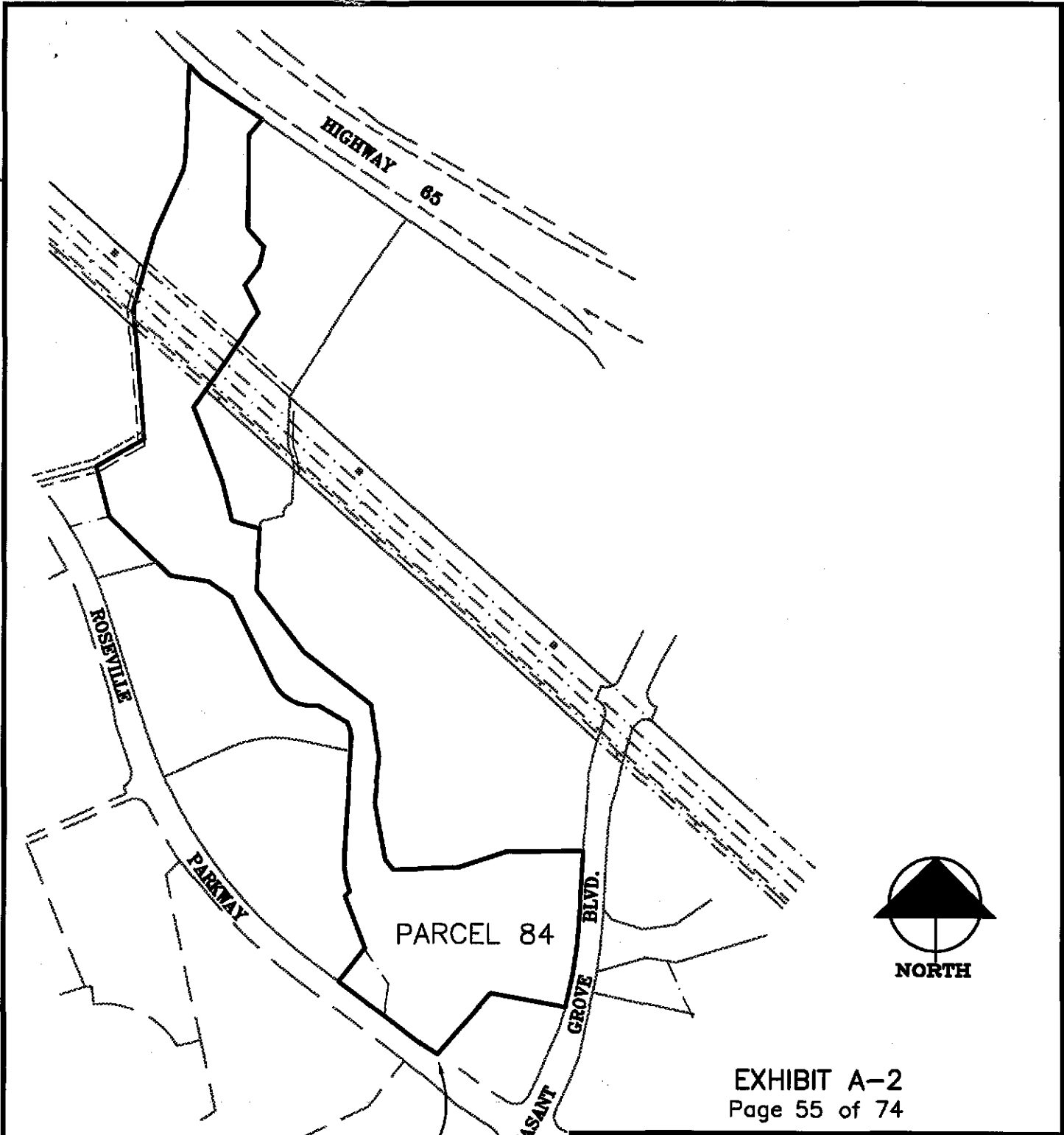
**NCRSP PARCEL 61**

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 84**

ROSEVILLE, CALIFORNIA

**MACKAY & SOMPS**

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

MSJ	1"=600'	12/07/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

55

WASHINGTON BLVD.

HIGHWAY 65

PARCEL 17a

P.O.B.

ROSEVILLE PARKWAY



EXHIBIT A-2  
Page 61 OF 74

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 17a

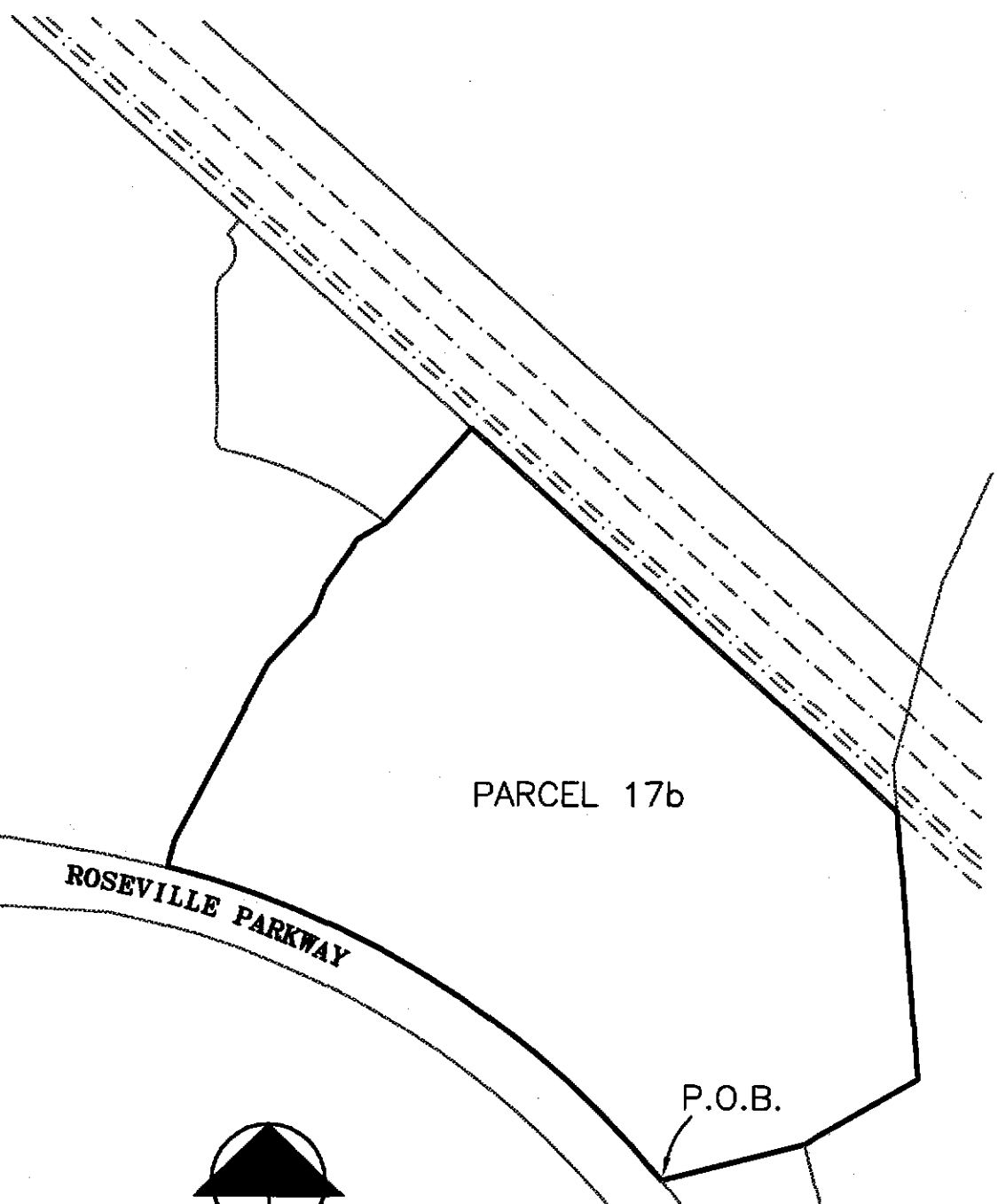
ROSEVILLE, CALIFORNIA

**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.

WASHINGTON BLVD.



PARCEL 17b

ROSEVILLE PARKWAY

P.O.B.



NORTH

EXHIBIT A-2  
Page 62 of 74

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 17b

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.

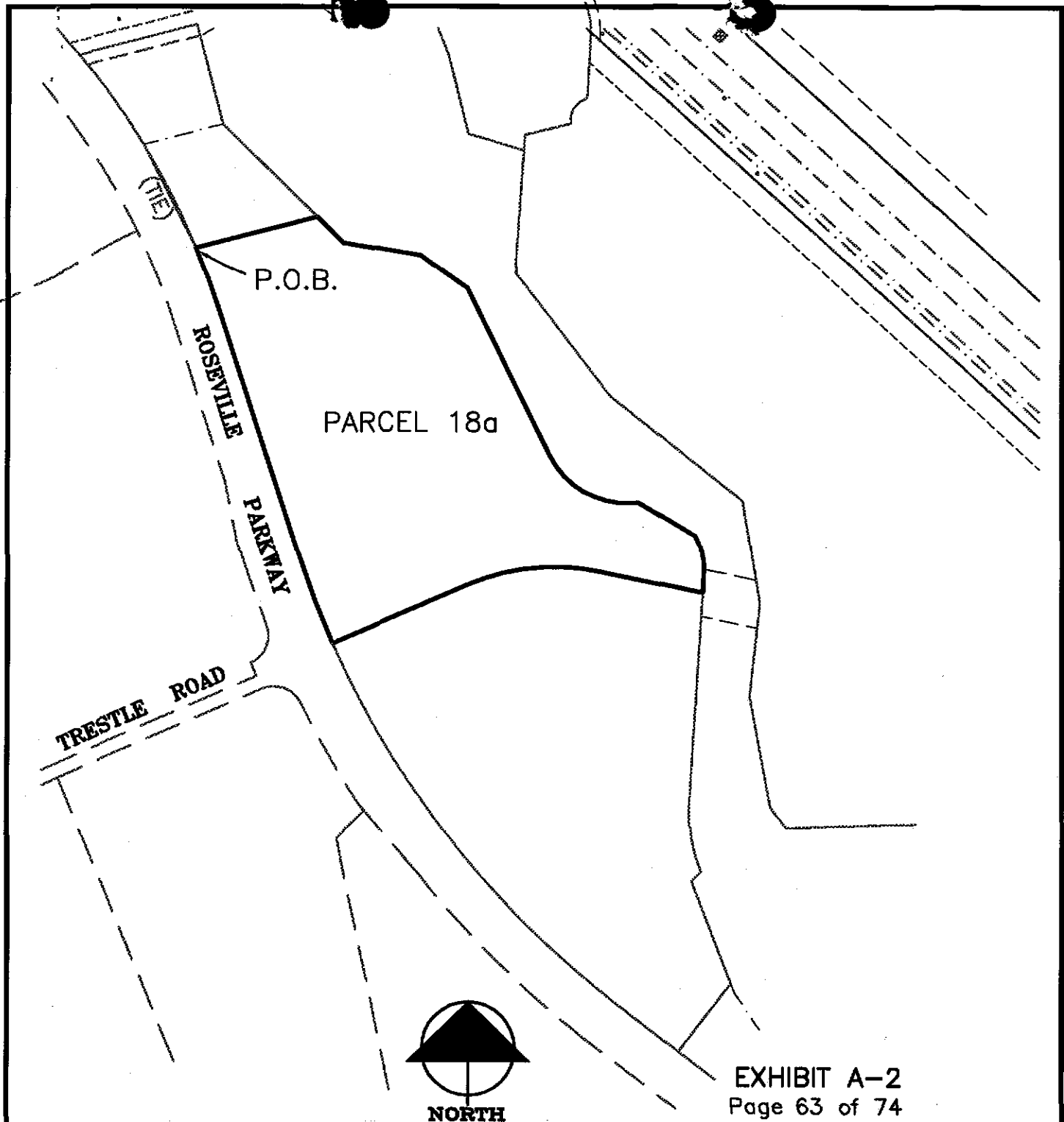


EXHIBIT A-2  
Page 63 of 74

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.

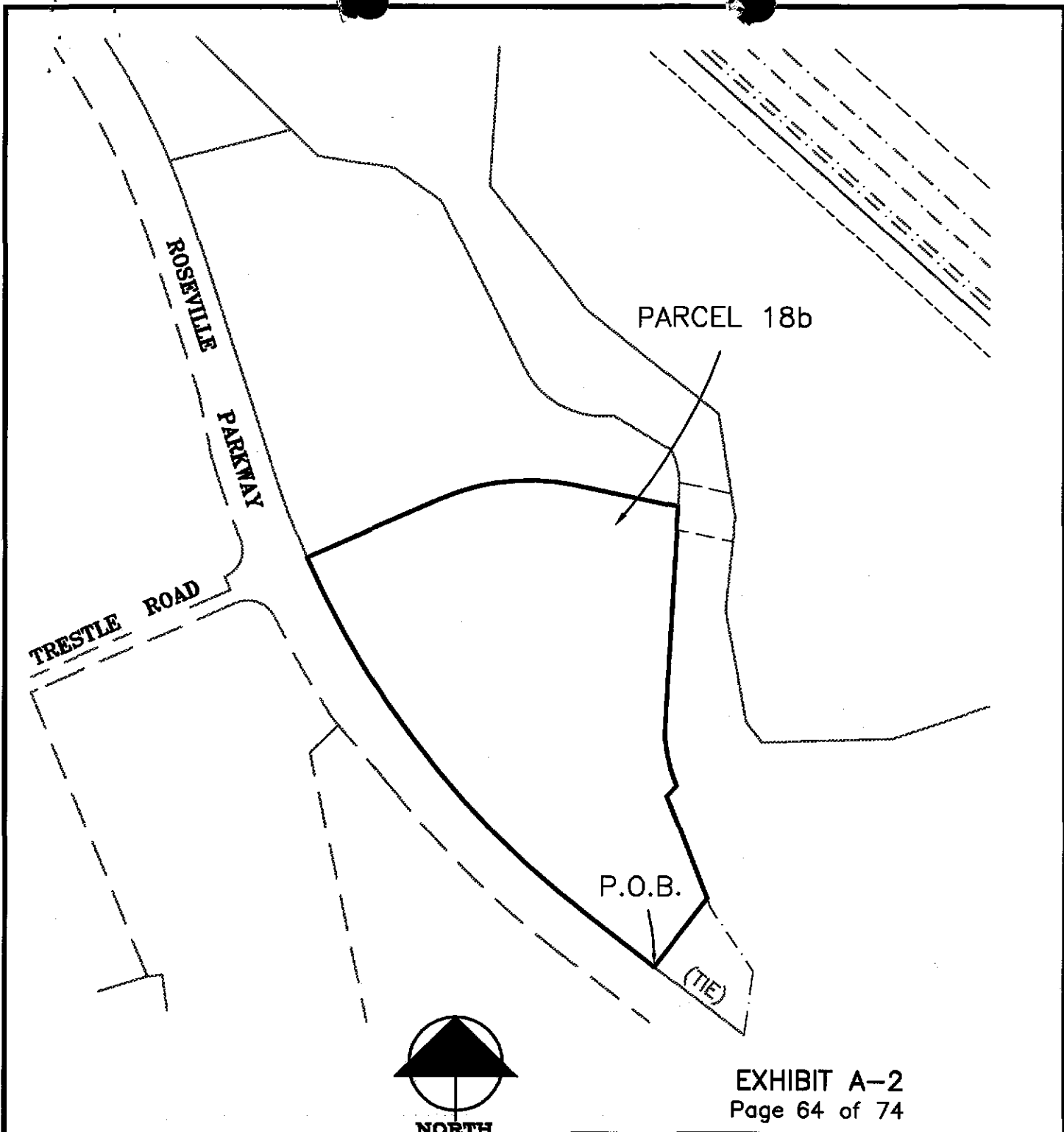
**NCRSP PARCEL 18a**

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.



PARCEL 18b

ROSEVILLE  
PARKWAY

TRESTLE  
ROAD

P.O.B.

(TIE)



EXHIBIT A-2  
Page 64 of 74

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.

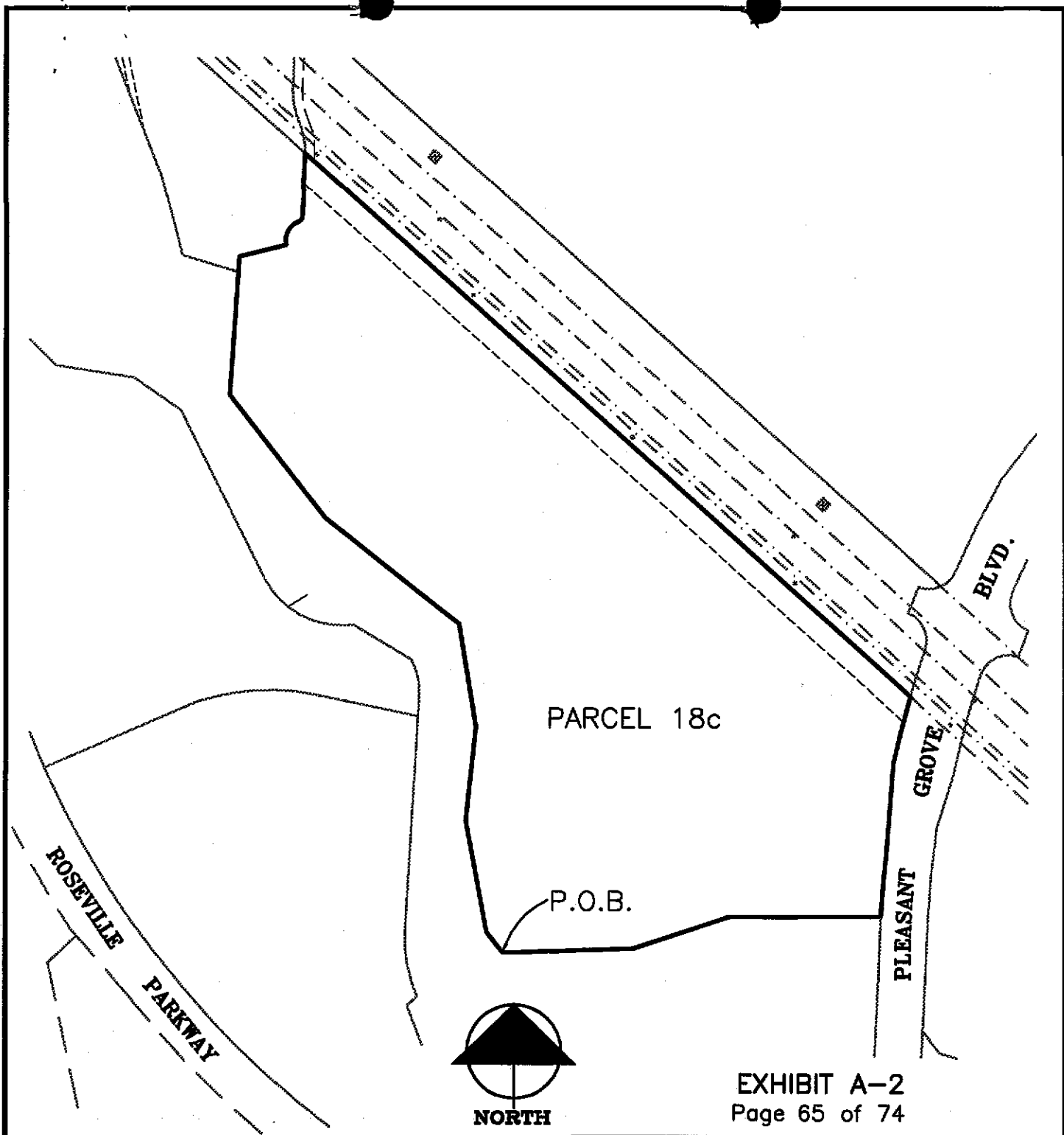
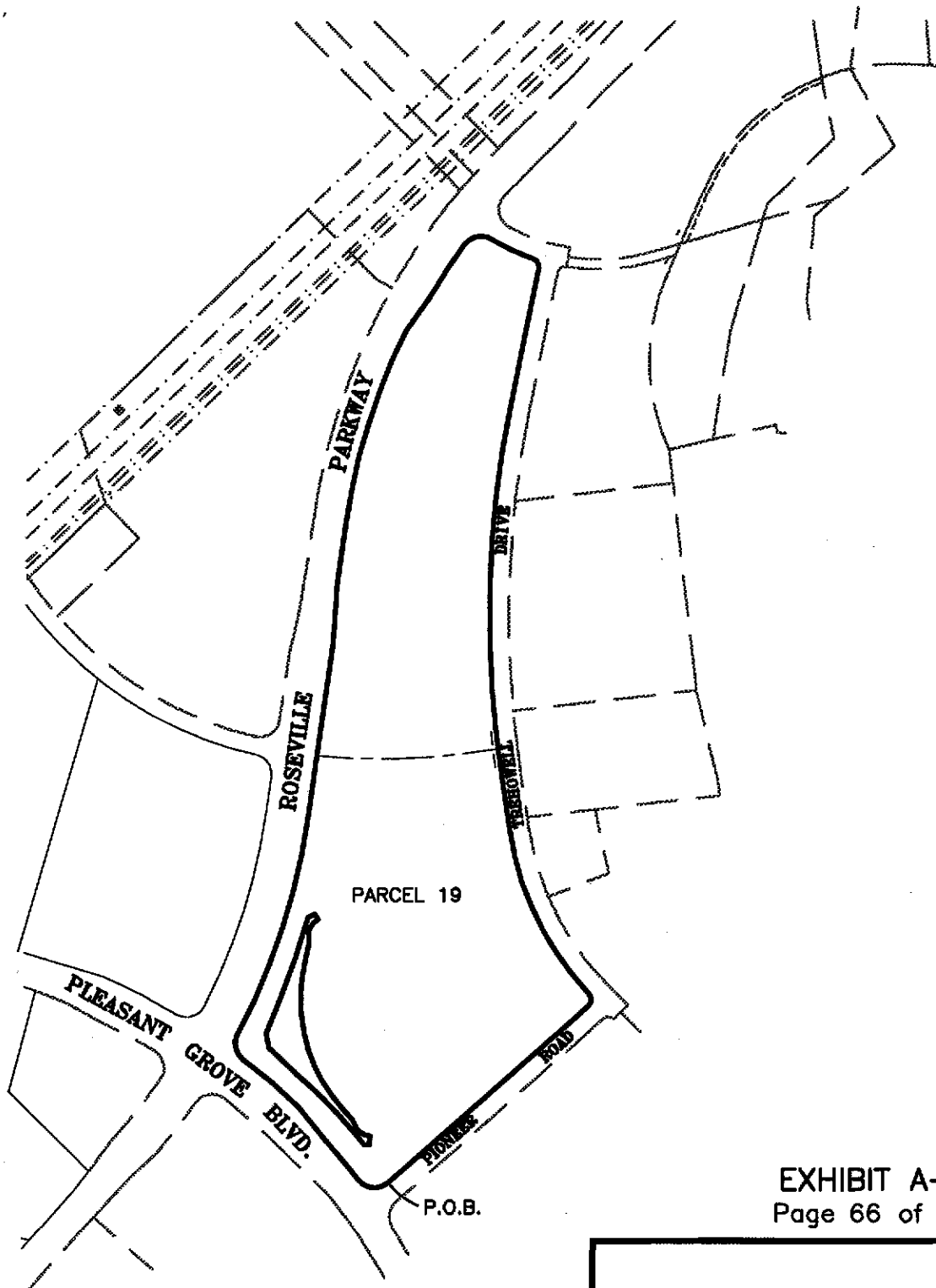


EXHIBIT A-2  
Page 65 of 74

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			
<b>Mackay &amp; Somps</b>			
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.



PARCEL 19



EXHIBIT A-2  
Page 66 of 74

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'	12/07/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

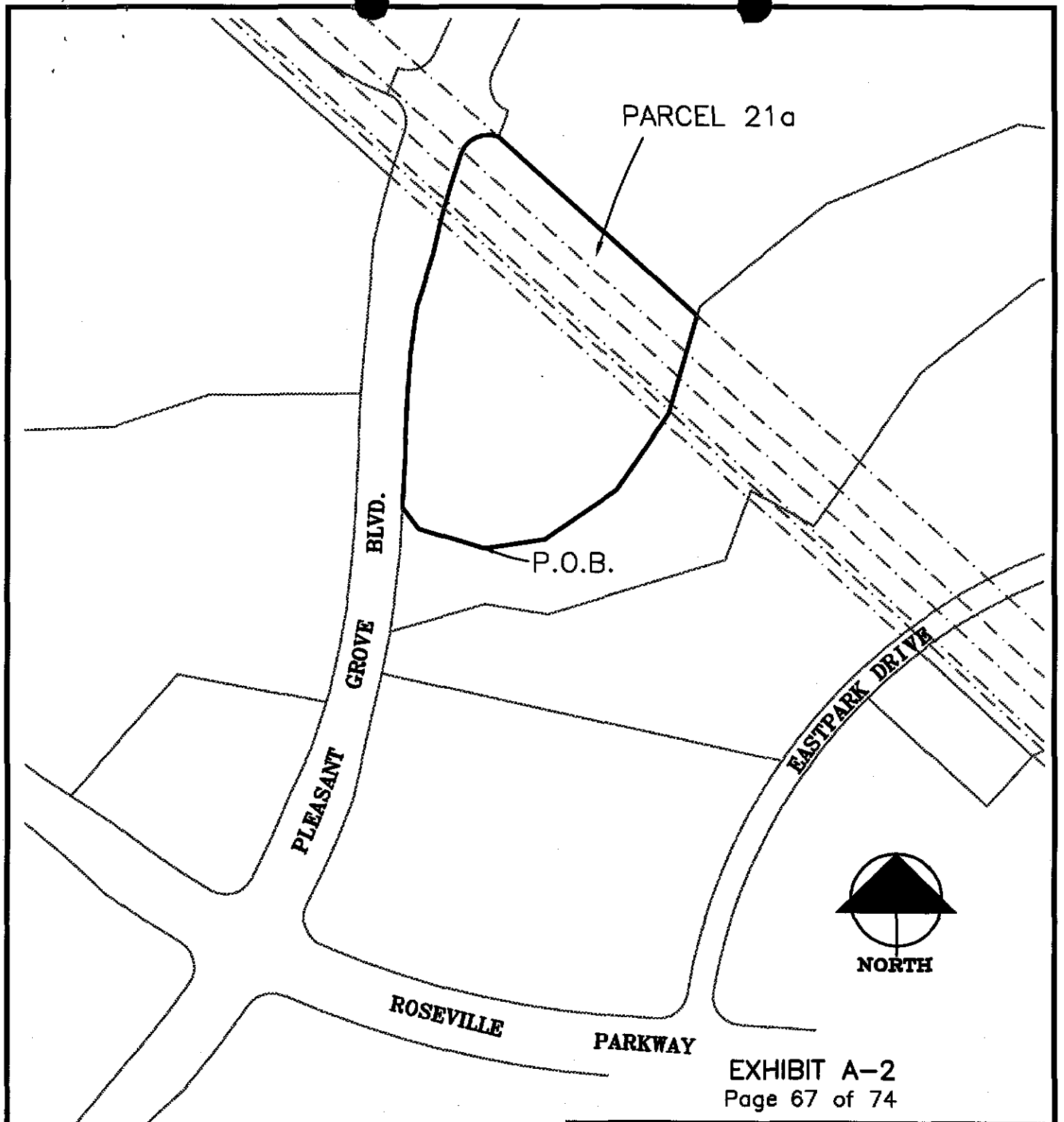


EXHIBIT A-2  
Page 67 of 74

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.

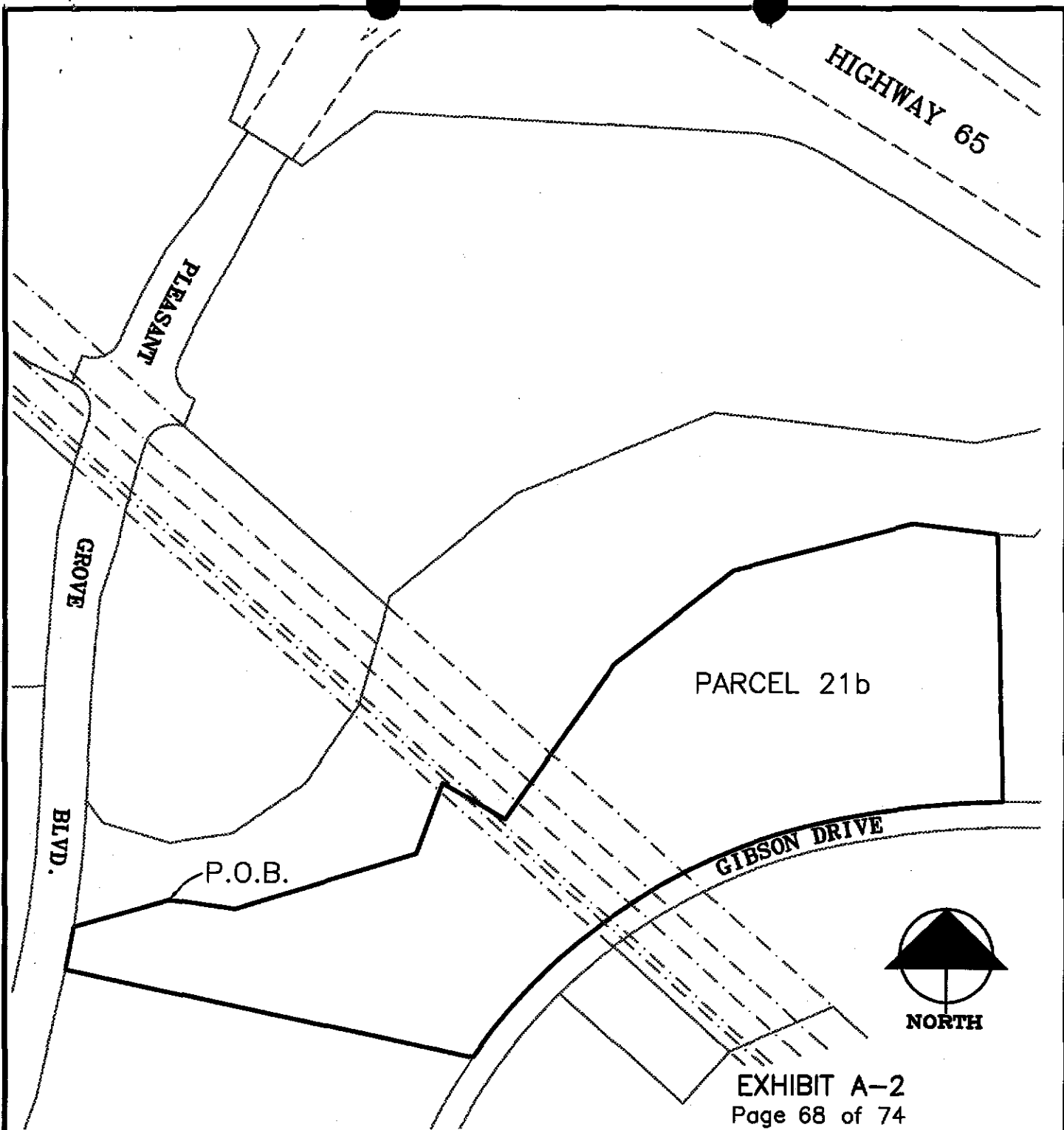


EXHIBIT A-2  
Page 68 of 74

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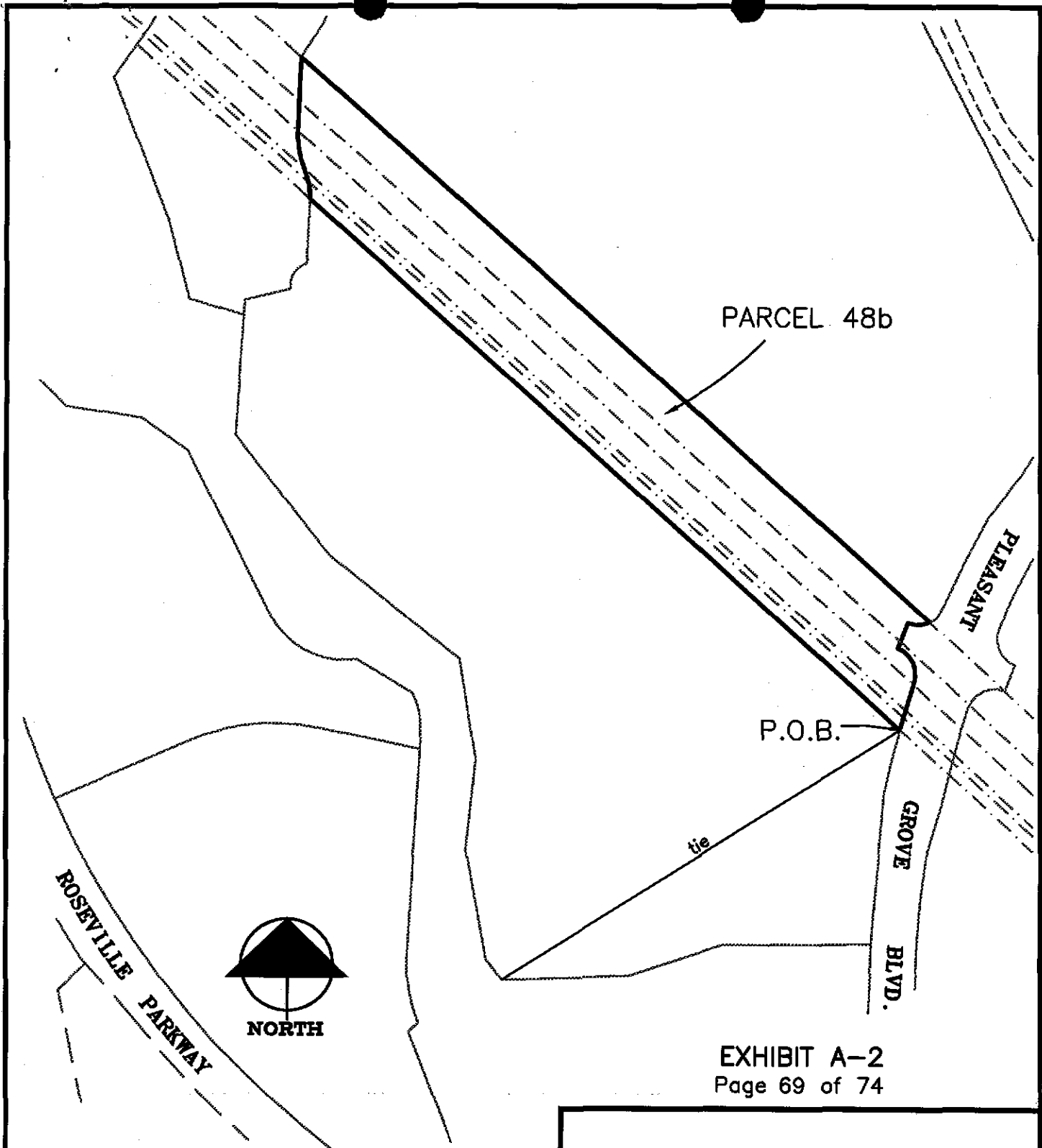
**NCRSP PARCEL 21b**

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.



PARCEL 48b

P.O.B.

tie

PLEASANT  
BLVD.

GROVE  
BLVD.

ROSEVILLE PARKWAY



EXHIBIT A-2  
Page 69 of 74

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 48b

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.

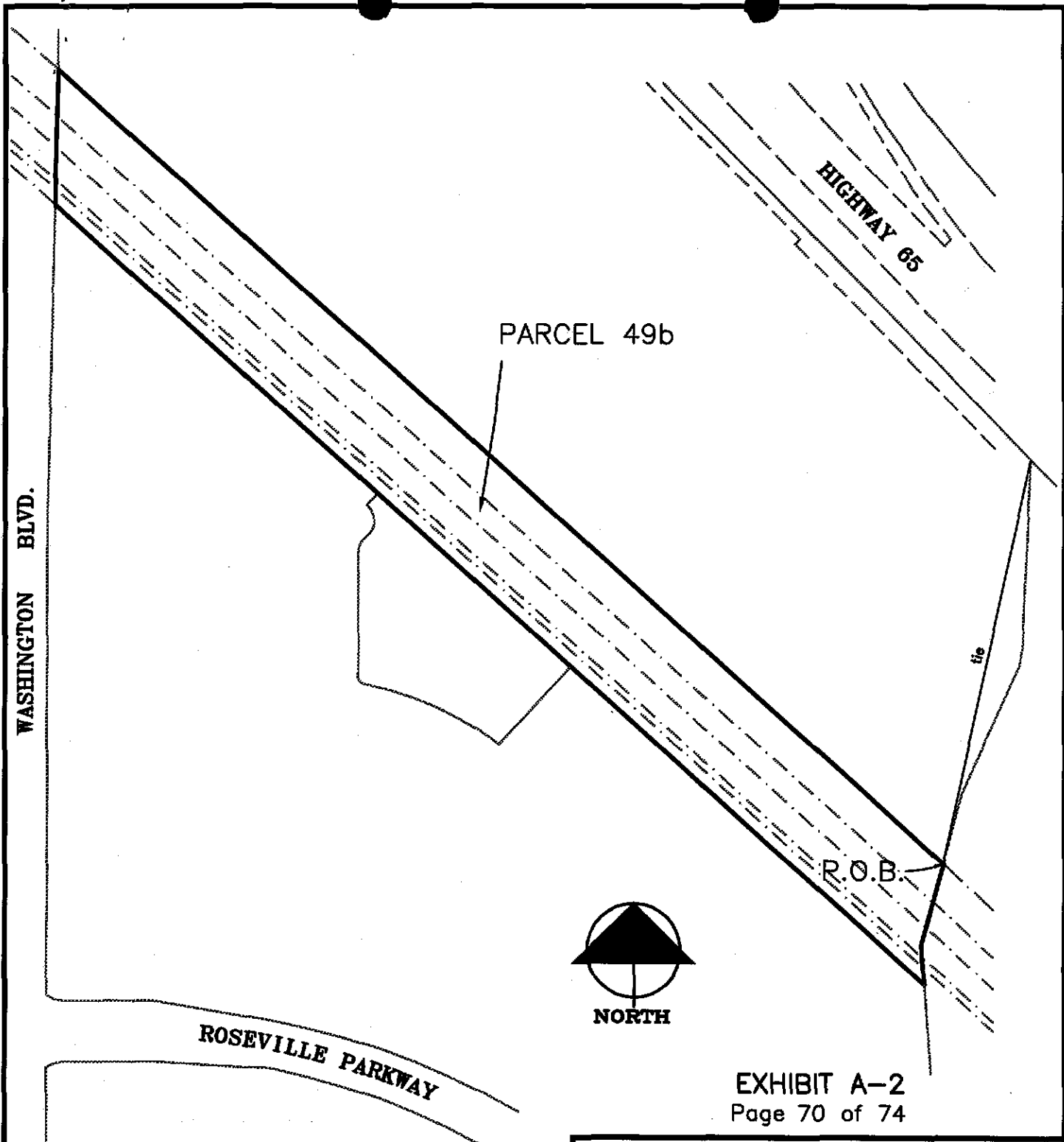


EXHIBIT A-2  
Page 70 of 74

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**NCRSP PARCEL 49b**

ROSEVILLE, CALIFORNIA

**MACKEY & 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.

65

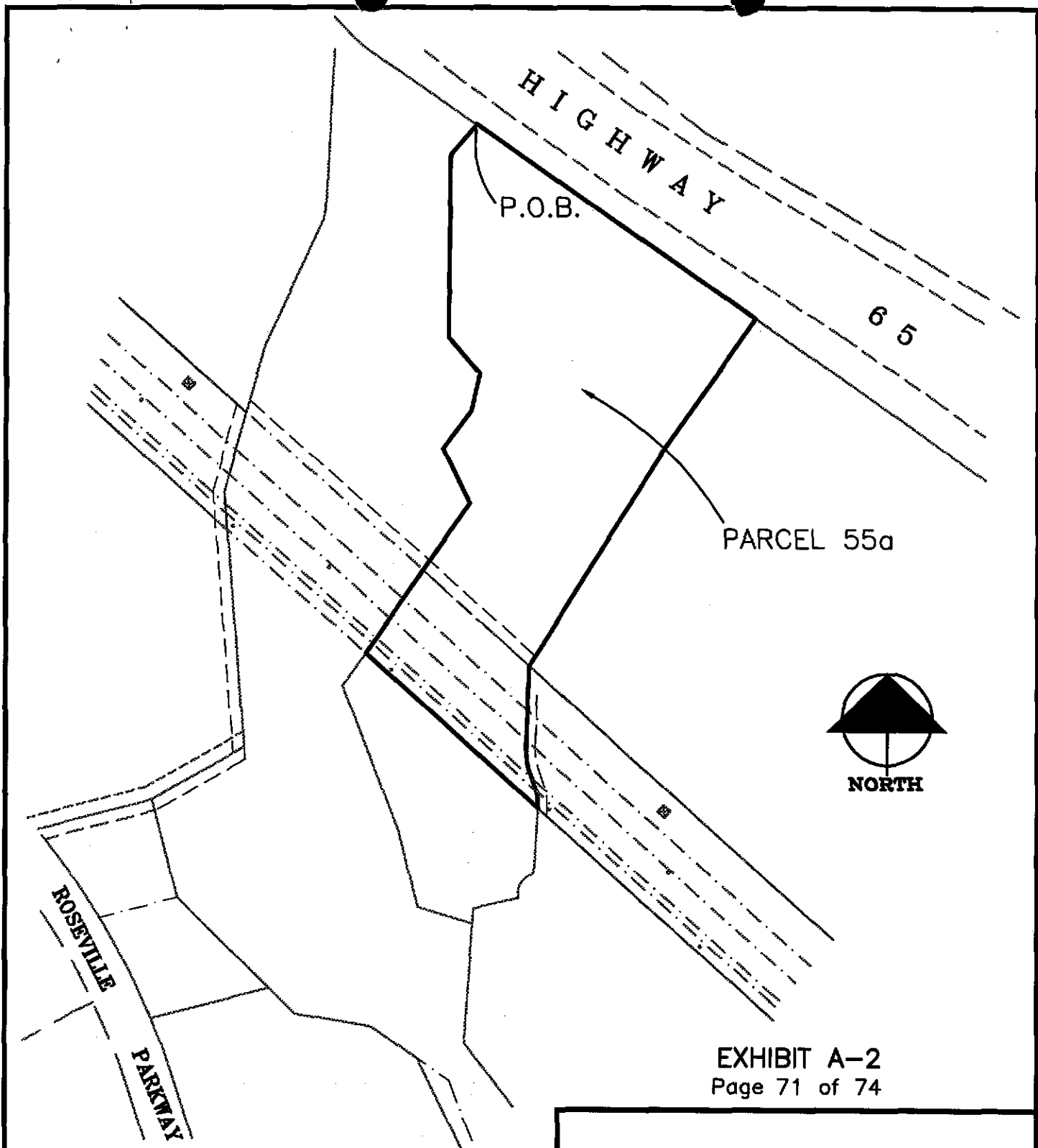


EXHIBIT A-2  
Page 71 of 74

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**NCRSP PARCEL 55a**

ROSEVILLE, CALIFORNIA

**MACKAY & SOMPS**

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

MSJ	1" = 300'	12/13/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

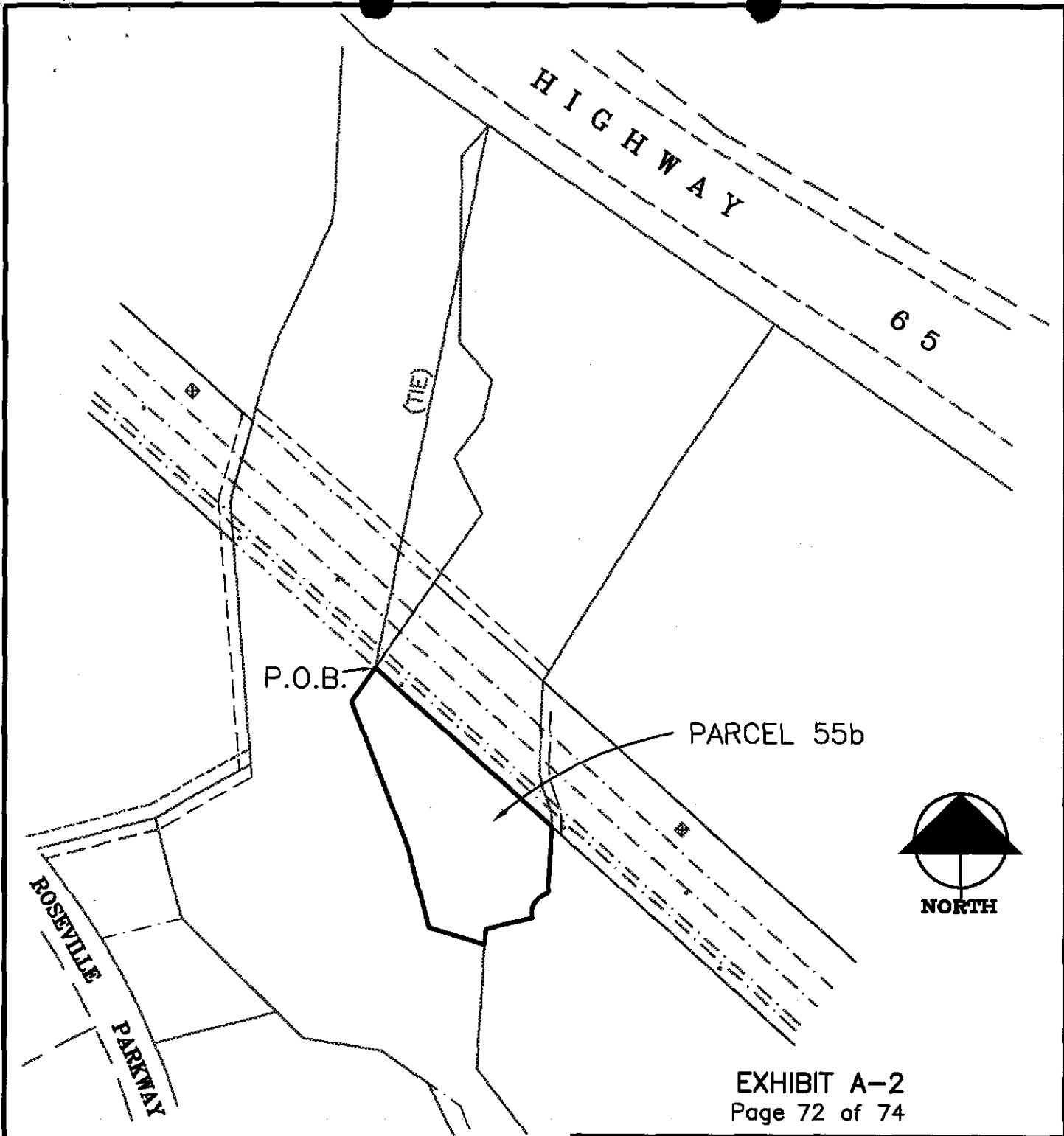


EXHIBIT A-2  
Page 72 of 74

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**NCRSP PARCEL 55b**

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.

WASHINGTON BLVD.

PARCEL 55c

P.O.B.

ROSEVILLE PARKWAY



NORTH

EXHIBIT A-2

Page 73 of 74

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 55c

ROSEVILLE, CALIFORNIA

**MACKAY & SOMPS**

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

MSJ	1"=300'	12/13/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

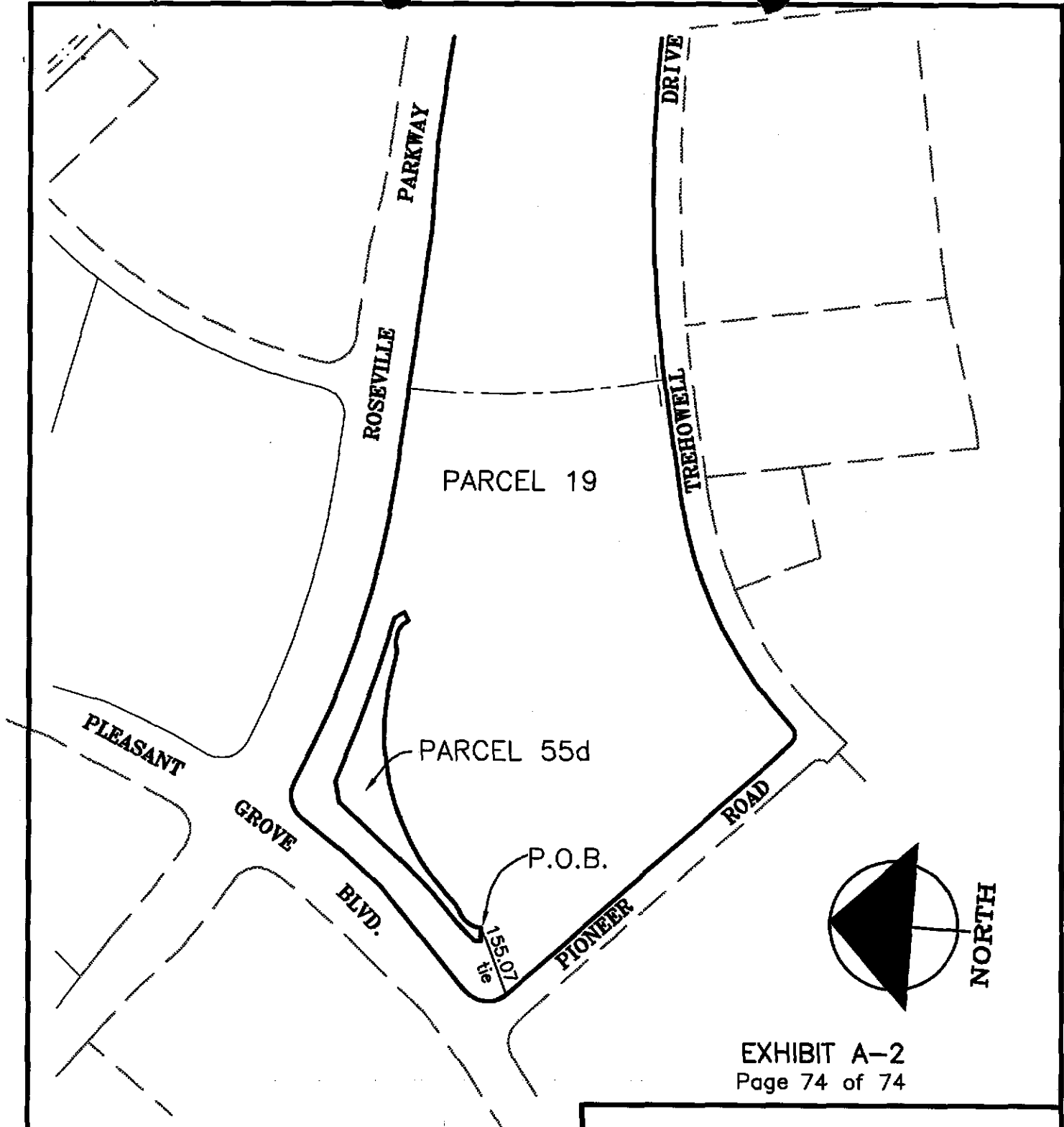


EXHIBIT A-2  
Page 74 of 74

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 55d

ROSEVILLE, CALIFORNIA

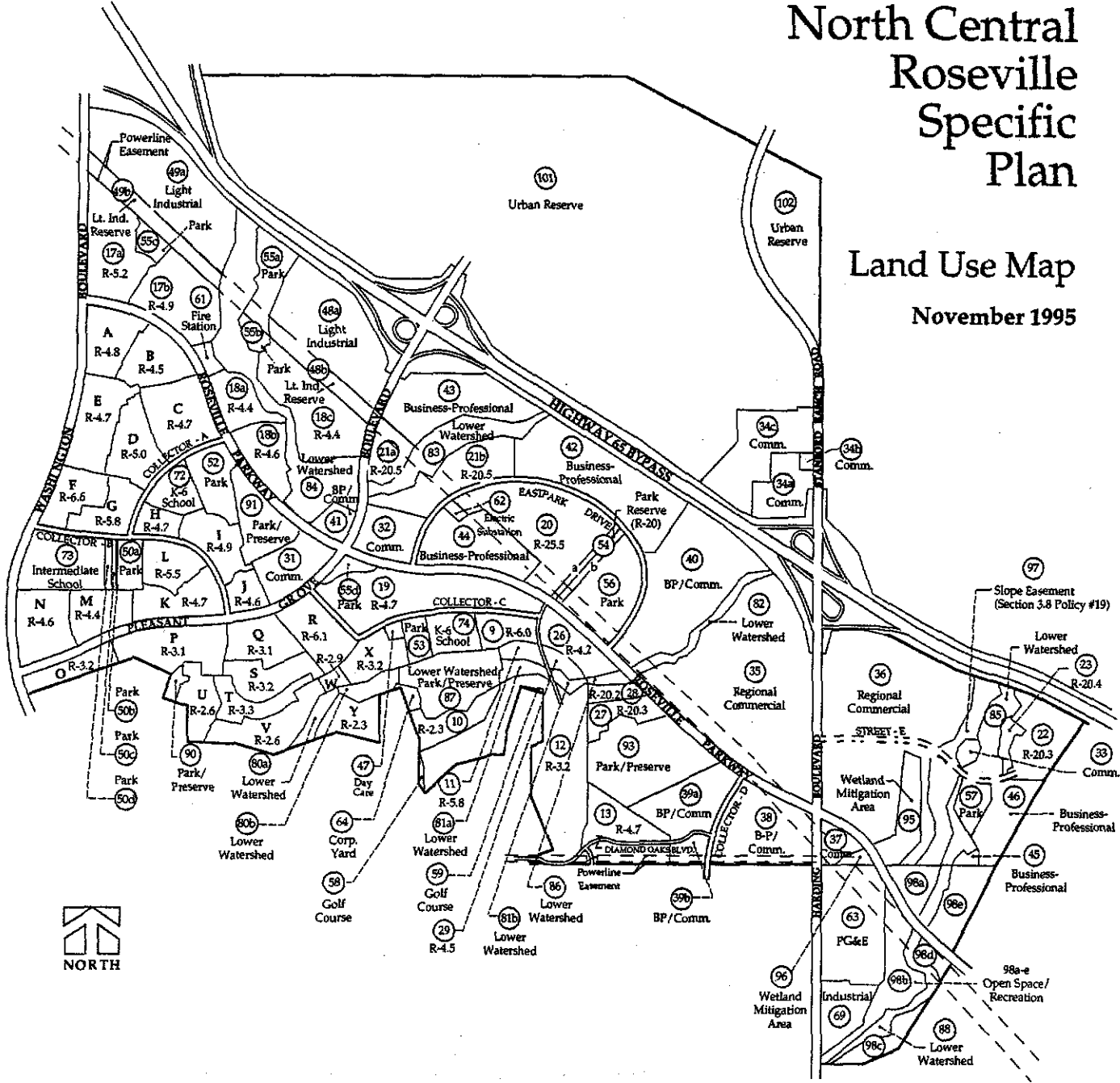
**MACKAY & SOMPS**

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

MSJ	1"=300'	12/13/95	18083-00
DRAWN BY	SCALE	DATE	JOB NO.

# North Central Roseville Specific Plan

Land Use Map  
November 1995



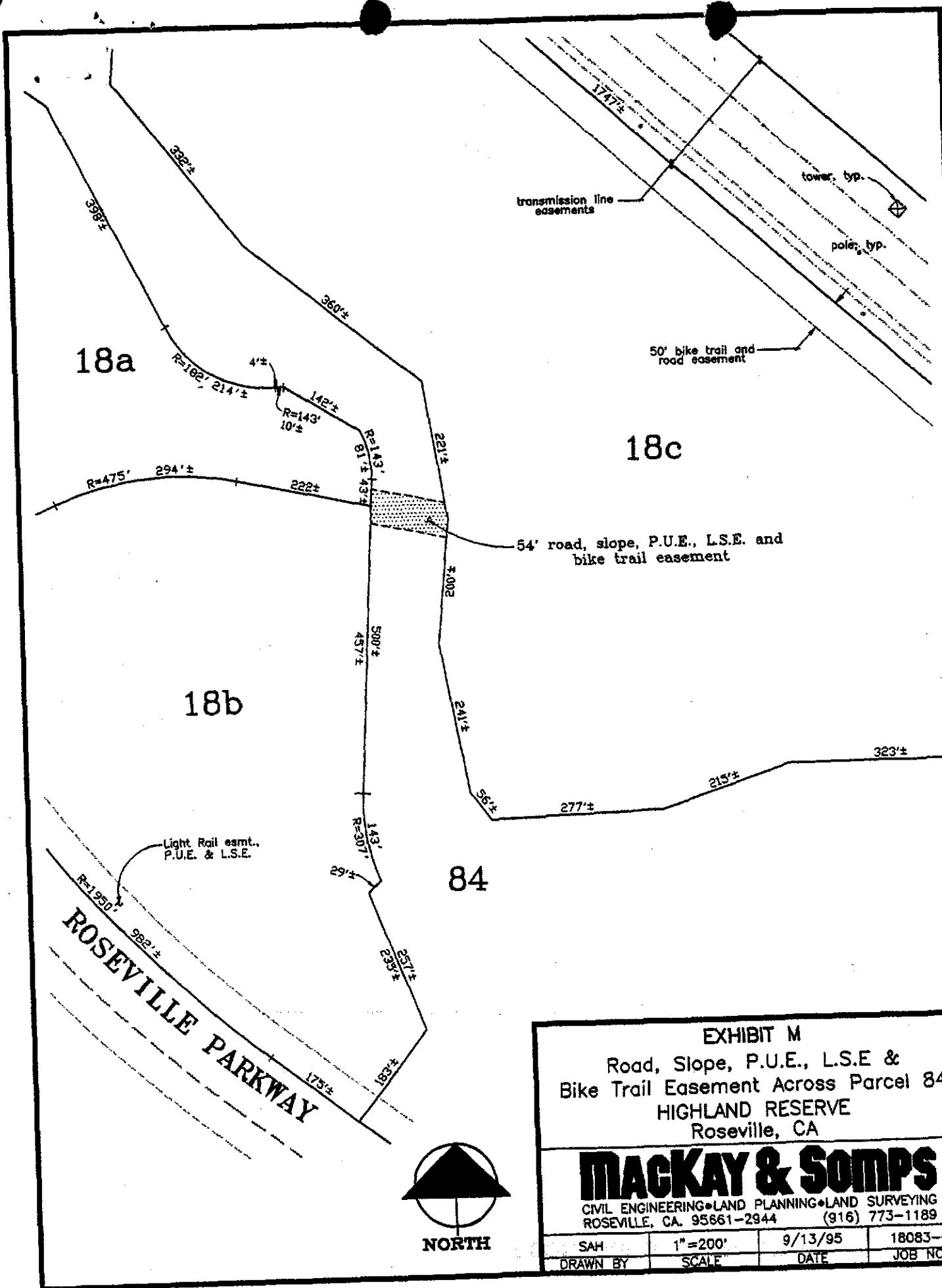
## EXHIBIT B Schematic Development Plan

# Land Use Table by Parcel Number

November 1995

RESIDENTIAL				NON-RESIDENTIAL			
Parcel	Land Use	Acres	Units	Parcel	Land Use	Acres	Units
A	R-4.8	16.60	79	31	COMMUNITY COMMERCIAL	13.96	
B	R-4.5	16.30	73	32	COMMUNITY COMMERCIAL	11.70	
C	R-4.7	19.90	94	34A	COMMERCIAL	13.27	
D	R-5.0	12.60	63	34B	COMMERCIAL	1.16	
E	R-4.7	15.50	73	34C	COMMERCIAL	27.04	
F	R-6.6	10.40	69	35	REGIONAL COMMERCIAL	94.19	
G	R-5.8	10.20	59	38	BUSINESS PROFESSIONAL/COMM	29.54	
H	R-4.7	6.20	29	39A	BUSINESS PROFESSIONAL/COMM	19.33	
I	R-4.9	15.40	75	39B	BUSINESS PROFESSIONAL/COMM	2.98	
J	R-4.6	5.90	27	40	BUSINESS PROFESSIONAL/COMM	50.03	
K	R-4.7	14.60	68	41	BUSINESS PROFESSIONAL/COMM	3.48	
L	R-5.5	11.10	61	42	BUSINESS PROFESSIONAL	40.59	
M	R-4.4	10.20	45	43	BUSINESS PROFESSIONAL	27.97	
N	R-4.6	16.90	78	44	BUSINESS PROFESSIONAL	20.44	
O	R-3.2	7.50	24	47	DAYCARE CENTER	1.09	
P	R-3.1	16.30	50	48A	LIGHT INDUSTRIAL	37.75	
Q	R-3.1	11.50	36	48B	LIGHT INDUSTRIAL RESERVE	8.87	
R	R-6.1	12.90	79	49A	LIGHT INDUSTRIAL	46.47	
S	R-3.2	10.50	34	49B	LIGHT INDUSTRIAL RESERVE	12.42	
T	R-3.3	11.80	39	50A	PARK	4.50	
U	R-2.6	9.90	26	50B	PARK	0.21	
V	R-2.6	15.40	40	50C	PARK	1.00	
W	R-2.9	1.70	5	50D	PARK	2.25	
X	R-3.2	9.60	31	52	PARK	10.10	
Y	R-2.3	8.30	19	53	PARK	4.50	
9	R-6.0	6.33	38	54A	PARK	2.14	
10	R-2.3	8.53	20	54B	PARK	3.26	
17A	R-5.2	23.19	119	55A	PARK	12.13	
17B	R-4.9	22.06	106	55B	PARK	2.87	
18A	R-4.4	11.00	48	55C	PARK	2.88	
18B	R-4.6	11.76	53	55D	PARK	0.88	
18C	R-4.4	26.57	116	56	PARK	20.80	
19	R-4.7	35.48	165	61	FIRE STATION	2.28	
20	R-25.5	34.42	876	62	ELECTRICAL SUBSTATION	1.17	
21A	R-20.5	8.66	177	64	CORPORATION YARD	1.46	
21B	R-20.5	19.52	400	69	INDUSTRIAL	10.00	
26	R-4.2	10.86	45	72	K-6 SCHOOL	8.00	
27	R-20.3	8.59	174	73	INTERMEDIATE SCHOOL	18.42	
28	R-20.2	3.58	72	74	K-6 SCHOOL	8.00	
				80A	LOWER WATERSHED	3.60	
				80B	LOWER WATERSHED	3.99	
				82	LOWER WATERSHED	6.13	
				83	LOWER WATERSHED	16.30	
				84	LOWER WATERSHED	37.64	
				86	LOWER WATERSHED	1.98	
				87	LOWER WATERSHED	18.03	
				90	PARK/PRESERVE	1.81	
				91	PARK/PRESERVE	13.67	
				93	PARK/PRESERVE	33.05	
					RIGHT OF WAY	86.13	
TOTAL RESIDENTIAL		527.75	3685	TOTAL - NONRESIDENTIAL		801.46	0
				TOTAL		1329.21	3,685

## EXHIBIT C Table of Land Uses



**EXHIBIT M**  
 Road, Slope, P.U.E., L.S.E. &  
 Bike Trail Easement Across Parcel 84  
 HIGHLAND RESERVE  
 Roseville, CA

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

SAH	1"=200'	9/13/95	18083-0
DRAWN BY	SCALE	DATE	JOB NO.



partnership, and the City of Roseville, on file in the City Clerk's Office, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.


**SECTION 3.** The City Clerk is directed to record the executed Fourth Amendment to Roseville 65 Centre Development Agreement with the County Recorder's office of the County of Placer 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.

**SECTION 4.** This ordinance shall be effective at the expiration of 30 days from the date of its adoption.

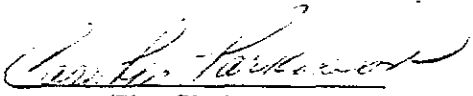
**SECTION 5.** The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three 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

