

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

F. Concurrent with its consideration of this Fifth Amendment, City is processing a General Plan Amendment (Resolution No. 97-126), a Specific Plan Amendment (Resolution No. 97-127), a Rezone (Ordinance No. 3107), and a Tentative Large Lot Map for purposes that include transferring 732 existing entitled residential units from NCRSP Parcels 20, 21A and 21B to the Highland Reserve North Specific Plan Area, subdividing Parcel 21B to create a new Business/Professional Parcel 42B, relocating the fire station from Parcel 61 to a portion of Parcel 48A (new Parcel 65), adjusting the Parcel 48A/55A boundary to compensate Parcel 48A for the loss of acreage resulting from the fire station relocation, and redesignating Parcel 55A for open space as opposed to park use. City and RPIP wish to enter into this Fifth Amendment in order to provide consistency with the land use approvals and effectuate the purposes described above.

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

H. The property subject to this Amendment, NCRSP Parcels 20, 21A, 21B, 42B, 48A, 55A, 61 and 65 (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 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 of the Development Agreement, page 7 of 53, is superseded and is amended by substitution herewith and Section 2.A.1.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 6/97), 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: 100.0 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 2,914 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.

2. 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 6/97), as set forth below is substituted therefore:

2.C.1.a. Landowner agrees that sites for two hundred thirty-three (233) 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.

3. 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 6/97), 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	Ninety-six (96) units
Parcel 21A	Twenty-four (24) units
Parcel 21B	Twenty-four (24) units
Parcel 27	Seventeen (17) units
Parcel 28	Seventy-two (72) units

4. The Development Agreement, page 16 of 53, is amended herewith to add new Section 2.E.7. (Amended 6/97), as set forth below:

2.E.7. Relocation of Fire Station from Parcel 61 to Parcel 65 . This Agreement as originally approved in September, 1990 made provision for conveyance to the City of Parcel 61 for the purpose of constructing a fire station. This Fifth Amendment to the Agreement includes amendments to Section 3.A.2., the effects of which are to move the fire station from Parcel 61 to Parcel 65 as shown on Exhibit B and to delete the requirement that Parcel 61 be conveyed to the City. In consideration of Landowner's agreement to move the fire station to an alternative site, City agrees to work diligently with Landowner to identify and process an alternative land use for Parcel 61.

5. 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 6/97), 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 65 on Exhibit B, for the purposes of constructing a Fire Station. In the event the City constructs the access road from Pleasant Grove Boulevard to the Fire Station site, Landowner shall, prior to issuance of a building permit for a structure on Parcel 48A or 48B, reimburse City the costs actually incurred by the City in constructing that portion of the access road (consisting of curb, gutter and pavement) that fronts on Parcel 48A on a pro rata basis. In the event that Landowner, prior to the conveyance of Parcel 65 to the City, desires to move the fire station site to another location fronting on or set back from Pleasant Grove Boulevard north of Roseville Parkway, City agrees to use its best efforts to assist Landowner in finding an alternative site that meets City locational requirements, such requirements to be as determined by City in the exercise of City's reasonable discretion.

6. The prior Section 3.A.3. of the Development Agreement, pages 18-19 of 53, is superseded and is amended by substitution herewith and Section 3.A.3. (Amended 6/97), as set forth below is substituted therefore:

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

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 9.9-acre, more or less, portion of its property for the purposes of public open space, 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 42B/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 Parcel 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.

7. The prior Section 3.B.3.z. of the Development Agreement, page 26 of 53, is superseded and is amended by substitution herewith and Section 3.B.3.z. (Amended 6/97), as set forth below is substituted therefore:

3.B.3.z. The NCR CFD No. 1 Revised Rate and Method as approved May, 1995, includes in the costs to be financed by the Pay-As-You-Go Program \$438,900 for the purpose of acquiring Park Site 50D from Landowner. In consideration for the land use entitlements granted with the Fourth Amendment to this Agreement, Landowner has previously assigned to City the \$438,900 in Park Site 50D compensation for the express and exclusive purpose of developing Parcel 55A as a park site. Concurrent with the adoption of this Fifth Amendment, Parcel 55A is being redesignated for open space use. As a result, City has determined the \$438,900 is no longer needed for the purpose of constructing park improvements on Parcel 55A. City agrees to waive its assigned right to receive the \$438,900 from the Pay-As-You-Go Program in exchange for Landowner's conveyance or dedication of Park Site 50D to the City. Accordingly, the NCR CFD No. 1 Pay-As-You-Go Program has no further obligation with respect to the costs of Parcel 50D acquisition.

8. The Development Agreement, page 28 of 53, is amended herewith to add new Section 3.B.8. (Amended 6/97), as set forth below is substituted therefore:

3.B.8. Transfer Unit Fee. The reduction in dwelling unit entitlements from 3,646 units to 2,914 units, as provided in Section 2.A.1. as amended herein, reflects the transfer of 732 units from NCRSP Parcels 20, 21A and 21B to the Highland Reserve North Specific Plan (the "Transfer Units"). These Transfer Units are subject to a Highway 65 Joint Powers Authority fee credit of \$332 per unit. Subject to transfer of the credit with the units, City shall collect prior to the issuance of a building permit for each of the first 732 units to be constructed in the Highland Reserve North Specific Plan area, an alternative fee in an amount equal to the credit. The alternative fee shall be collected by the City for the benefit of the NCR CFD No. 1 Pay-As-You-Go Program. In addition, where the Traffic Mitigation Fee and Park Fee credits for which provision is made in this Agreement are not transferred with the Transfer Units, the value of such credits shall be reallocated to the units remaining on Parcels 20, 21A and 21B.

9. 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 6/97), 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, 42B, 43, 44, 45, 46, 47, 48A, 49A 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.

10. 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 6/97), as set forth below is substituted therefore:

3.D.2. HRN Parcel 42 Detention Basin. Landowner shall construct or cause to be constructed at the southerly end of Highland Reserve North ("HRN") Parcel 42 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 HRN Parcel 42 basin. In consideration of approval of this amendment to Section 3.D.2., Landowner has recorded an abstract of this Section 3.D.2. against an approximately 3.75 acre portion of HRN Parcel 42 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. The NCR CFD No. 1 Revised Rate and Method includes in the costs to be financed by the Pay-As-You-Go Program \$940,504 to cover the costs of constructing the HRN Parcel 42 detention basin for which provision is made in this Section 3.D.2. and the Parcel 49 detention basin for which provision was made in Section 3.D.1. of this Agreement as originally approved in September, 1990. As a result of subsequent hydrologic analysis, the Parcel 49 detention basin was found to be unnecessary; prior Section 3.D.1. was deleted by the Fourth Amendment to this Agreement as approved in January, 1996; and the NCR CFD No. 1 Pay-As-You-Go Program has no further obligation with respect to the costs of constructing the Parcel 49 detention basin. In the event Landowner constructs the HRN Parcel 42 detention facility in accordance with this Section 3.D.2., the costs of such construction in an amount not to exceed \$325,000 shall be subject to reimbursement by the NCR CFD No. 1 Pay-As-You-Go Program. The City shall cause any costs incurred by Landowner in excess of \$325,000 to be reimbursed by the Highland Reserve North Specific Plan area property owners pursuant to the Highland Reserve North Development Agreement. In the event the Parcel 42 detention facility is constructed by the Highland Reserve North Specific Plan area property owners in accordance with the provisions of the HRN Development Agreement, the costs of such construction in an amount not to exceed \$325,000 shall be subject to reimbursement from the NCR CFD No. 1 Pay-As-You-Go Program. Any costs over \$325,000 shall be the responsibility of the HRNSP area property owners. As a result, the NCR CFD No. 1 Pay-As-You-Go Program which had an original budget for detention basin improvements of \$940,504, has a remaining obligation of no more than \$325,000.

11. The Development Agreement, page 32 of 53, is amended herewith to add new Section 3.C.3.f. (Amended 6/97), as set forth below:

3.C.3.f. The NCR CFD No. 1 Revised Rate and Method includes in the costs to be financed by the Pay-As-You-Go Program \$878,041 to cover the costs of constructing the waterline connecting the existing 36 inch main line in Gibson Drive to the existing 16 inch main line at the northeast corner of Parcel 34 (the "Waterline North of Highway 65"). As a result of waterline improvements to be constructed by the HRN Specific Plan, substantial savings will be realized in the cost of constructing the Waterline North of Highway 65. The Highland Reserve North Development Agreement makes provision for construction of the Waterline North of Highway 65 by the Highland Reserve North Specific Plan area, subject to reimbursement by the NCR CFD No. 1 Pay-As-You-Go in an amount not to exceed \$400,000. Any costs in excess of \$400,000 shall be the responsibility of the HRNSP area property owners. As a result, the NCR CFD No. 1 Pay-As-You-Go which had an original budget for the Waterline North of Highway 65 of \$878,041, has a remaining obligation of no more than \$400,000.

12. 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 6/97), 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 327 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 495 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.

13. 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 -- 6/97), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

14. 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 -- 6/97), page 1 of 1, attached hereto and incorporated herein by reference, is substituted therefore.

15. The prior Exhibit A-1, page 68 of 74, is superseded and amended by substitution herewith and Exhibit A-1, page 68 of 76, attached hereto and incorporated by reference, is substituted therefore.

16. The prior Exhibit A-1, page 33 of 74, is superseded and amended by substitution herewith and Exhibit A-1, page 33 of 76, attached hereto and incorporated by reference, is substituted therefore.

17. The prior Exhibit A-1, page 71 of 74, is superseded and amended by substitution herewith and Exhibit A-1, page 71 of 76, attached hereto and incorporated by reference, is substituted therefore.

18. The Development Agreement is amended herewith to add Exhibit A-1, page 75 of 76, attached hereto and incorporated by reference.

19. The Development Agreement is amended herewith to add Exhibit A-1, page 76 of 76, attached hereto and incorporated by reference.

20. The prior Exhibit A-2, page 68 of 74, is superseded and amended by substitution herewith and Exhibit A-2, page 68 of 76, attached hereto and incorporated by reference, is substituted therefore.

21. The prior Exhibit A-2, page 33 of 74, is superseded and amended by substitution herewith and Exhibit A-2, page 33 of 76, attached hereto and incorporated by reference, is substituted therefore.

22. The prior Exhibit A-2, page 71 of 74, is superseded and amended by substitution herewith and Exhibit A-2, page 71 of 76, attached hereto and incorporated by reference, is substituted therefore.

23. The Development Agreement is amended herewith to add Exhibit A-2, page 75 of 76, attached hereto and incorporated by reference.

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

25. The property subject to this Fifth Amendment is and shall be Parcels 20, 21A, 21B, 42B, 48A, 55A, 61 and 65 of the North Central Roseville Specific Plan (as described in Exhibit A-1 and shown on Exhibit A-2) and no other property. This Fifth 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 Fifth 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).

26. 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. 3108, this 23rd day of June, 1997.

CITY:


CITY OF ROSEVILLE, a
municipal corporation

By: _____
Allen E. Johnson
City Manager

RPIP:


ROSEVILLE PROPERTIES
INVESTMENT PARTNERS LTD.,
a Texas limited partnership

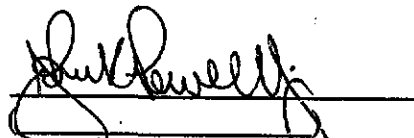
By: RPIP OF ILLINOIS, an Illinois
corporation, its General Partner

By: 
(Mark A. Williams)

Its: AUTHORIZED REPRESENTATIVE

APPROVED AS TO FORM:


Mark J. Doane
City Attorney

By: 
JOHN K. POWELL, JR.
Its: SENIOR VICE PRESIDENT

ATTEST:

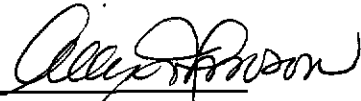
Carolyn Parkinson
City Clerk

26. 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.

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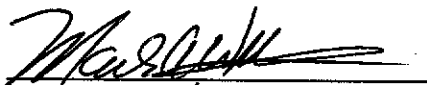
CITY OF ROSEVILLE, a municipal corporation

By: 
Allen E. Johnson
City Manager

RPIP:


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

By: 
(MARK A WILLIAMS)

Its: AUTHORIZED REPRESENTATIVE


APPROVED AS TO FORM:


Mark J. Doane
City Attorney

By: _____
(_____)

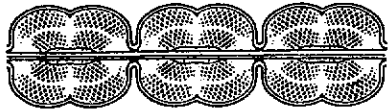
Its: _____

ATTEST:

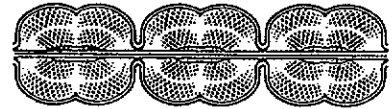

Carolyn Parkinson
City Clerk

12

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF PLACER)

On Sept. 22, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared, Albin E. Johnson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson
Notary Public Signature



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

Title or Type of Document Fifth Amendment - Level Agent
Regional 65 Center
Date of Document June 1997

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of Arizona
County of Maricopa

On June 20, 97 before me, MARGARET E. LITTON
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared MARK A. 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.

WITNESS my hand and official seal.
Margaret E. Litton
SIGNATURE OF NOTARY

My Commission Expires Aug. 4, 1999

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)
- 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:

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

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

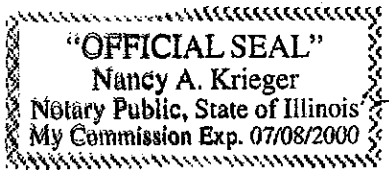
State of ILLINOIS

County of COOK

On JUNE 23 1997 before me, NANCY A. KRIEGER
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John K. Powell, Jr
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.



WITNESS my hand and official seal.
Nancy A. Krieger
SIGNATURE OF NOTARY

OPTIONAL SECTION

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- CORPORATE OFFICER(S)
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- OTHER: _____

SIGNER IS REPRESENTING:

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SIGNER(S) OTHER THAN NAMED ABOVE _____

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

EXHIBIT A-1
HIGHLAND RESERVE
PARCEL 20
PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 43, as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

PARCEL 20

Beginning at a point bearing North 46° 30'56" East a distance of 1728.87 feet from Northerly corner of said Lot 42: thence along a curve which tangent bears North 52° 36'13" East; thence from the **TRUE POINT OF BEGINNING** along said curve to the right having a radius of 1173.00 feet through a central angle of 26° 09'59" with an arc length of 535.69 feet; subtended by a chord which bears North 65° 41'13" East for a distance of 531.05 feet; to a curve to the right having a radius of 1973.00 feet through a central angle of 45° 00'00" with an arc length of 1549.59 feet; subtended by a chord which bears South 78° 43'48" East for a distance of 1510.07 feet; thence North 56° 13'48" West a distance of 168.56 feet; to a curve to the right having a radius of 973.00 feet through a central angle of 05° 46'04" with an arc length of 97.95 feet; subtended by a chord which bears South 53° 20'46" East for a distance of 97.91 feet; thence North 41° 35'27" East a distance of 1351.27 feet; to a curve which tangent bears North 54° 28'26" West; thence along said curve to the left having a radius of 2050.00 feet through a central angle of 10° 15'02" with an arc length of 366.76 feet; subtended by a chord which bears North 59° 35'57" West for a distance of 366.27 feet; thence North 25° 16'33" East a distance of 55.66 feet; thence North 41° 54'49" East a distance of 300.00 feet; thence North 48° 05'11" West a distance of 979.85 feet; thence North 66° 36'19" East a distance of 239.39 feet; thence North 48° 05'11" West a distance of 330.54 feet;

Containing 34.421 acres of land, more or less.

END OF DESCRIPTION.

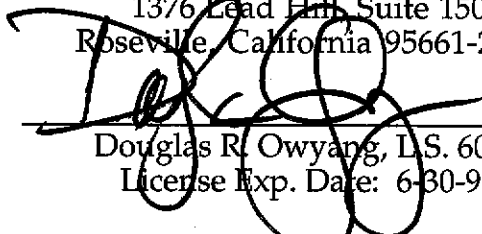
DISCLAIMER

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

DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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


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

Date: June 16, 1997
Page 1 of 7



EXHIBIT A-1
HIGHLAND RESERVE
PARCELS 21A & 21B
PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 43, as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

PARCEL 21A

Beginning at a point bearing South 74°53'50" West a distance of 1795.12 feet from Northerly corner of Lot 42 of said Regional 65 Centre thence from the true point of beginning 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; thence 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; 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 574.15 feet to the true point of beginning.

Containing 8.658 acres of land, more or less.

All that certain real property situate in a portion of Lot 32 & 42 as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

PARCEL 21B

Beginning at a point bearing South 60°36'57" West a distance of 1589.73 feet from Northerly corner of said Lot 42 thence from the true point of beginning South 48°05'11" East a distance of 376.41 feet; to a curve which tangent bears South 62°40'56" West; thence along said curve to the left having a radius of 1227.00 feet through a central angle of 28°03'29" with an arc length of 600.87 feet; subtended by a chord which bears South 48°39'12" West for a distance of 594.88 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; thence 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 170.46 feet to the true point of beginning.

Containing 8.561 acres of land, more or less.

**END OF DESCRIPTION.
DISCLAIMER**

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

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


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

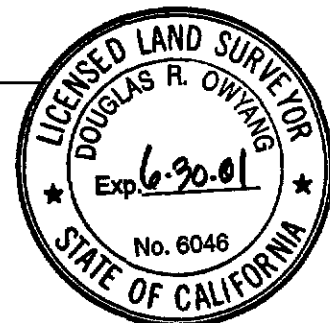


EXHIBIT A-1
HIGHLAND RESERVE
PARCEL 42B
PROPERTY DESCRIPTION

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

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

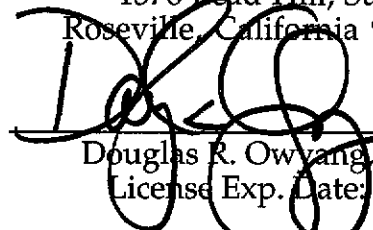
Containing 3.75 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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DESCRIPTION PREPARED BY:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1376 Lead Hill, Suite 150
Roseville, California 95661-2944



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



EXHIBIT A-1
HIGHLAND RESERVE
PARCEL 48A
PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 48, as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at a point bearing South 55°16'51" East a distance of 508.55 feet from the Northerly corner of said Lot 48, thence from the TRUE POINT OF BEGINNING South 55°16'51" East a distance of 231.45 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 North 18°44'23" East a distance of 938.82 feet to the TRUE POINT OF BEGINNING.

Containing 2.280 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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DESCRIPTION PREPARED BY:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1376 Lead Hill, Suite 150
Roseville, California 95661-2944

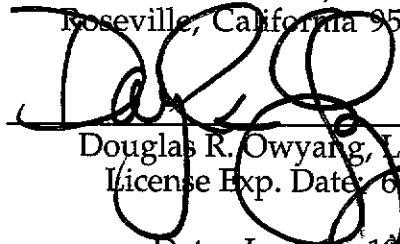

Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE
PARCEL 55A
PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 48, as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at the northerly corner of said Lot 48 thence from the TRUE POINT OF BEGINNING South 55°16'51" East a distance of 508.55 feet; thence South 18°44'23" West a distance of 938.82 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 TRUE POINT OF BEGINNING.

Containing 9.847 acres of land, more or less.

END OF DESCRIPTION.

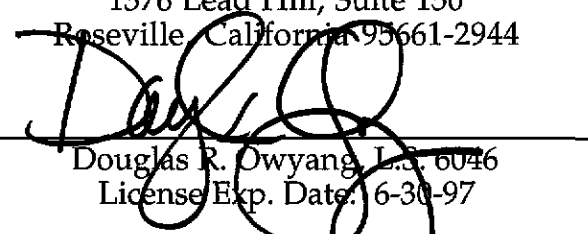
DISCLAIMER

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DESCRIPTION PREPARED BY:

MACKAY & SOMPS CIVIL ENGINEERS, INC.

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



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

Date: June 16, 1997
Page 5 of 7



EXHIBIT A-1
HIGHLAND RESERVE
PARCEL 61
PROPERTY DESCRIPTION

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

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

Containing 36.55 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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

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

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Roseville, California 95661-2944

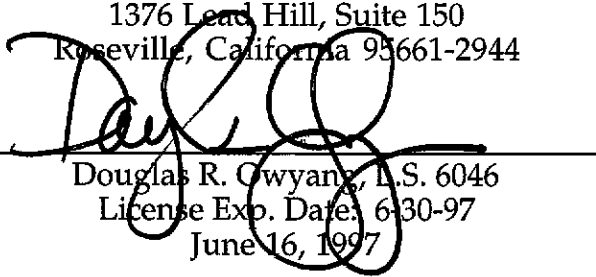

Douglas R. Gwyang, L.S. 6046
License Exp. Date: 6-30-97
June 16, 1997



EXHIBIT A-1
HIGHLAND RESERVE
PARCEL 65
PROPERTY DESCRIPTION

All that certain real property situate in a portion of Lot 48, as shown on the Regional 65 Centre, as filed for record in Book "R" of Maps, at Page 24 of the Official Records of Placer County, and being more particularly described as follows:

Beginning at a point bearing South 34° 51'45" East a distance of 2117.44 feet from the Northerly corner of said Lot 48; thence from the TRUE POINT OF BEGINNING South 27°14'30" West a distance of 325.62 feet; thence North 48°05'11" West a distance of 356.53 feet; thence North 41°54'49" East a distance of 315.00 feet; thence South 48°05'11" East a distance of 274.05 feet to the TRUE POINT OF BEGINNING.

Containing 2.280 acres of land, more or less.

END OF DESCRIPTION.

DISCLAIMER

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DESCRIPTION PREPARED BY:
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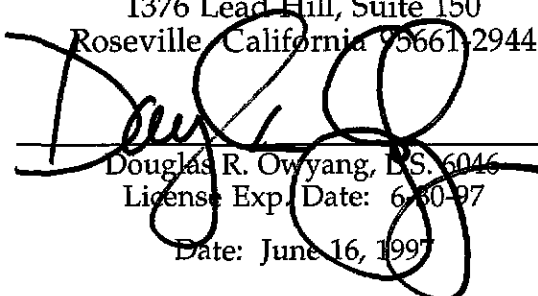
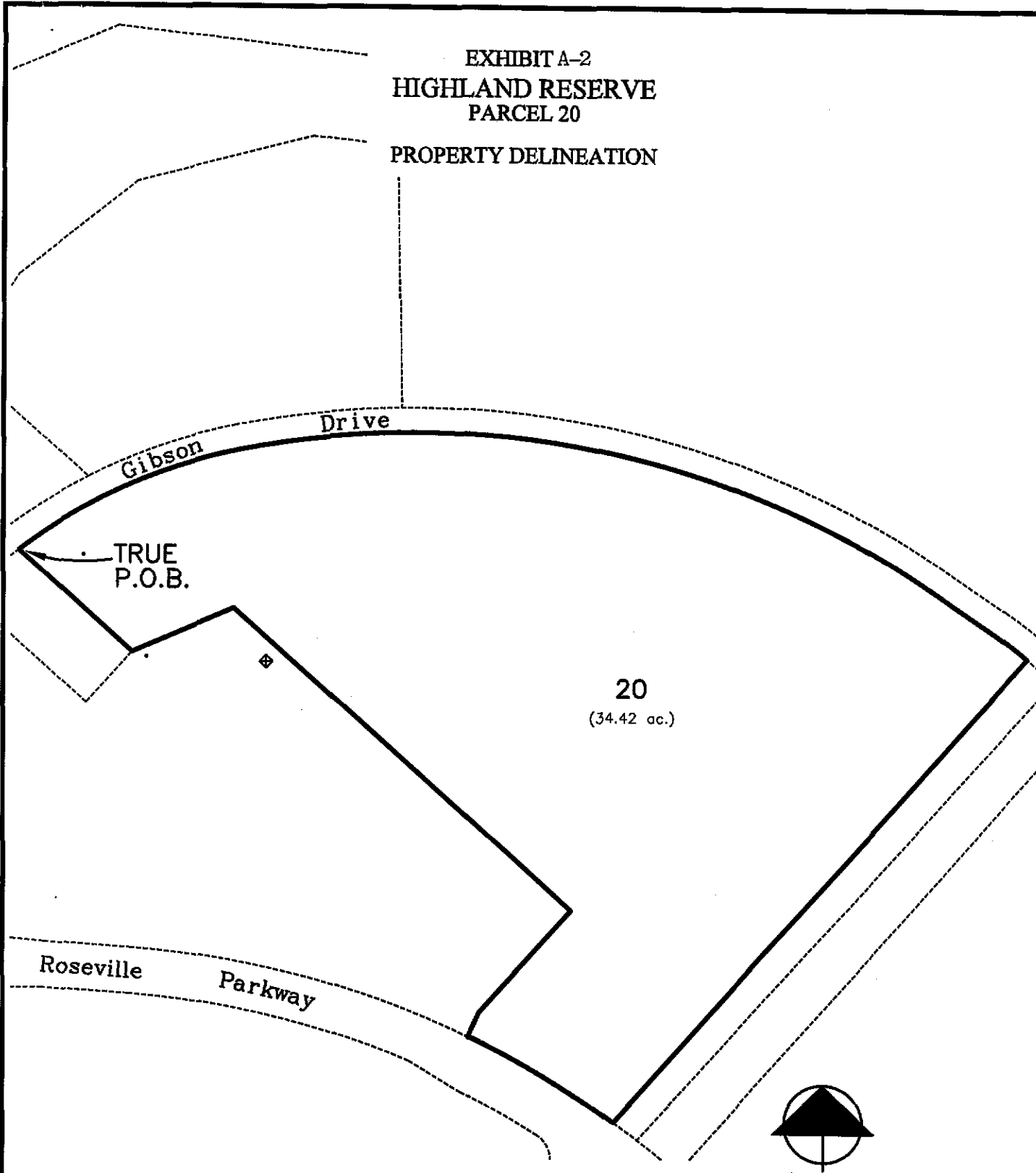

Douglas R. Owyang, L.S. 6046
License Exp. Date: 6-30-97
Date: June 16, 1997



EXHIBIT A-2
HIGHLAND RESERVE
PARCEL 20

PROPERTY DELINEATION



TRUE
P.O.B.

20
(34.42 ac.)

Roseville
Parkway



NORTH

Scale: 1"=300'

DISCLAIMER

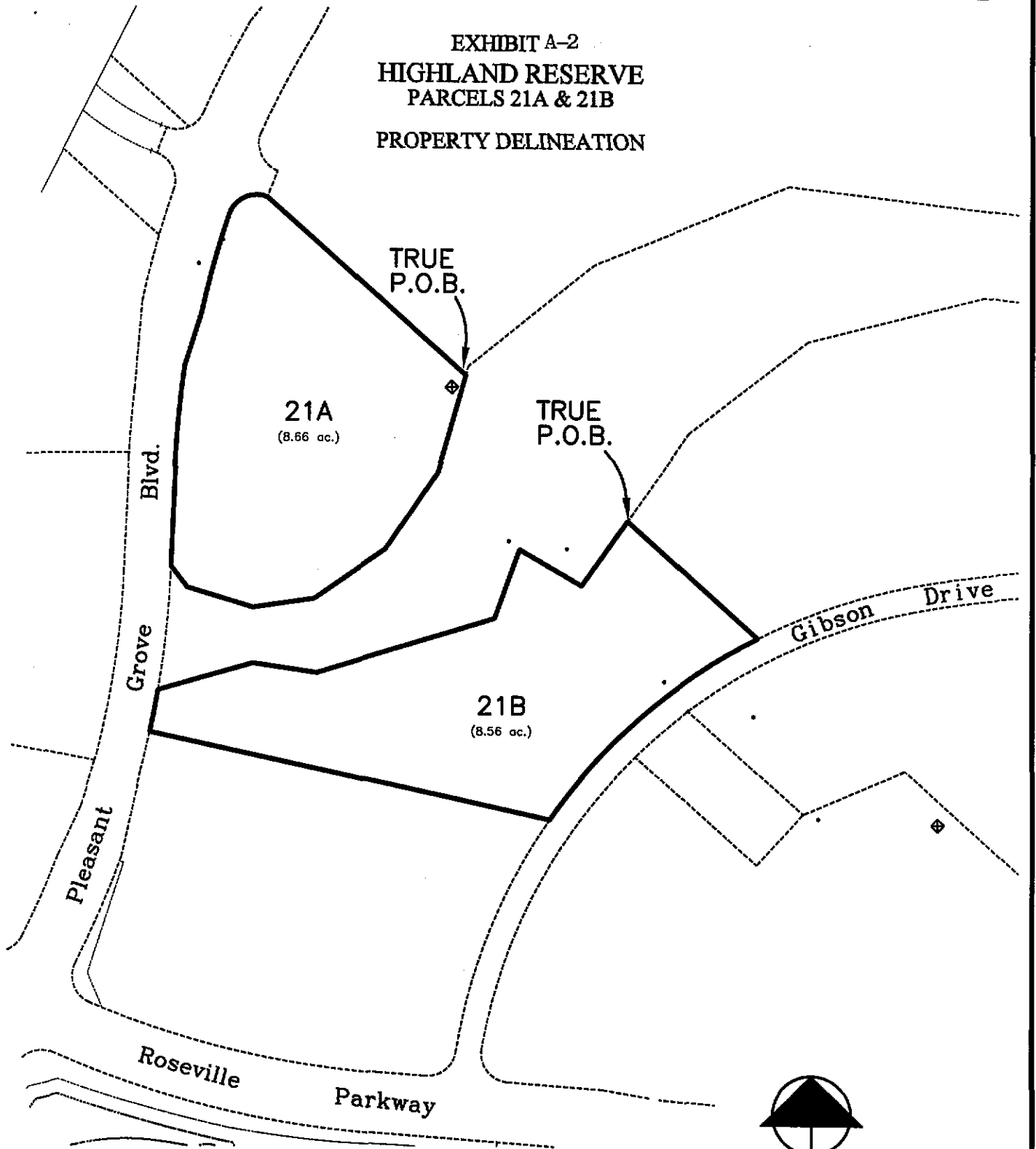
This plat is provided for the express purpose of delineating Real Property subject to the provisions of the HIGHLAND RESERVE NORTH DEVELOPMENT AGREEMENT as such property is shown on the Highland Reserve North Tentative Subdivision Map approved by the City of Roseville on June 12, 1997. Any other use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

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

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE
PARCELS 21A & 21B
PROPERTY DELINEATION



DISCLAIMER

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NORTH

Scale: 1"=300'

MACKAY & SOMPS
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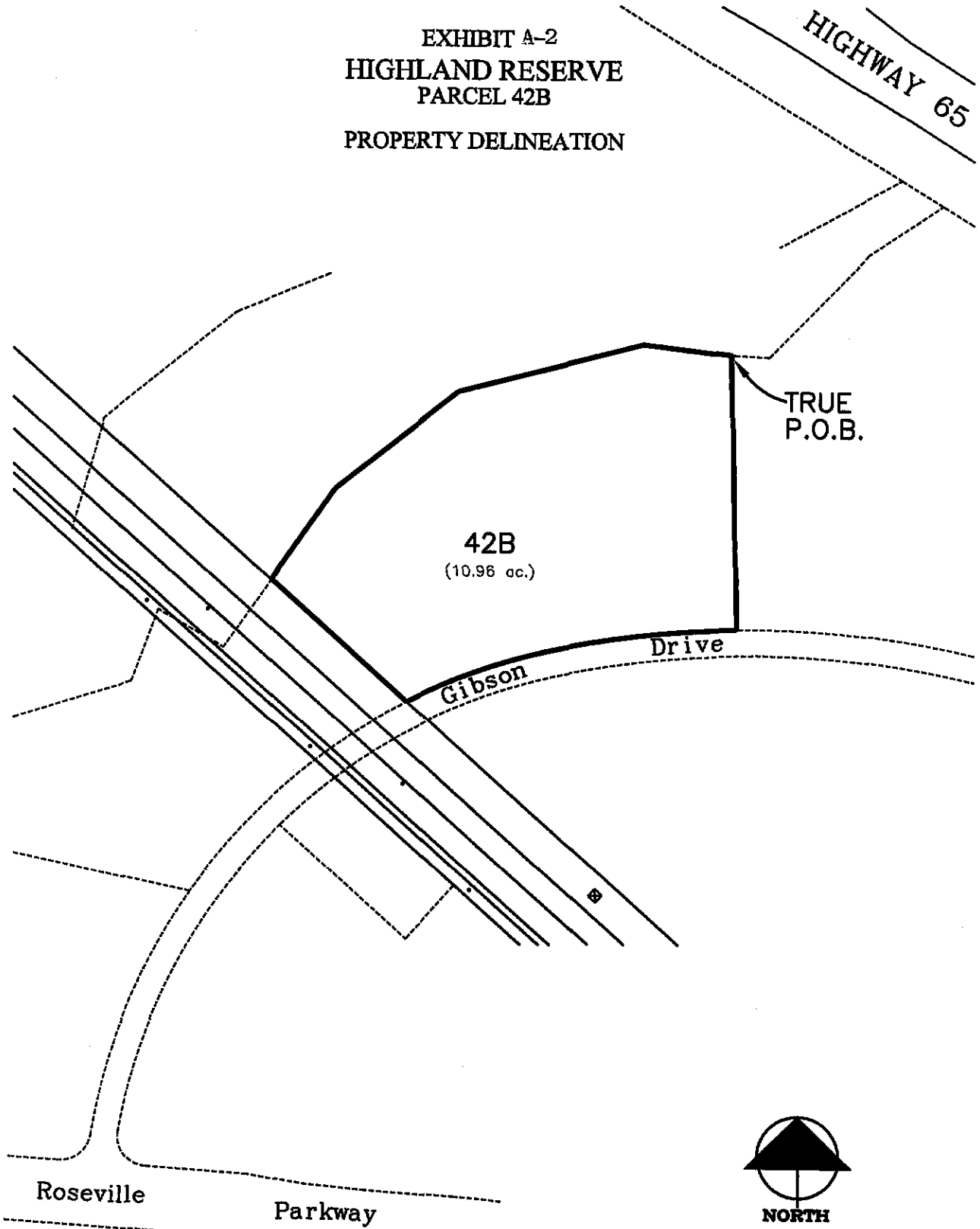
June 12, 1997

18119-20

6-11-1997 17:14:18 L:\18119\lrm\lhr-rz-lot21

25

EXHIBIT A-2
HIGHLAND RESERVE
PARCEL 42B
PROPERTY DELINEATION



DISCLAIMER

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



NORTH

Scale: 1"=300'

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

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE
PARCEL 48A

PROPERTY DELINEATION

TRUE
P.O.B.

HIGHWAY

65

48A
(37.76 ± AC.)

PLEASANT GROVE BOULEVARD



NORTH

Scale: 1" = 300'

DISCLAIMER

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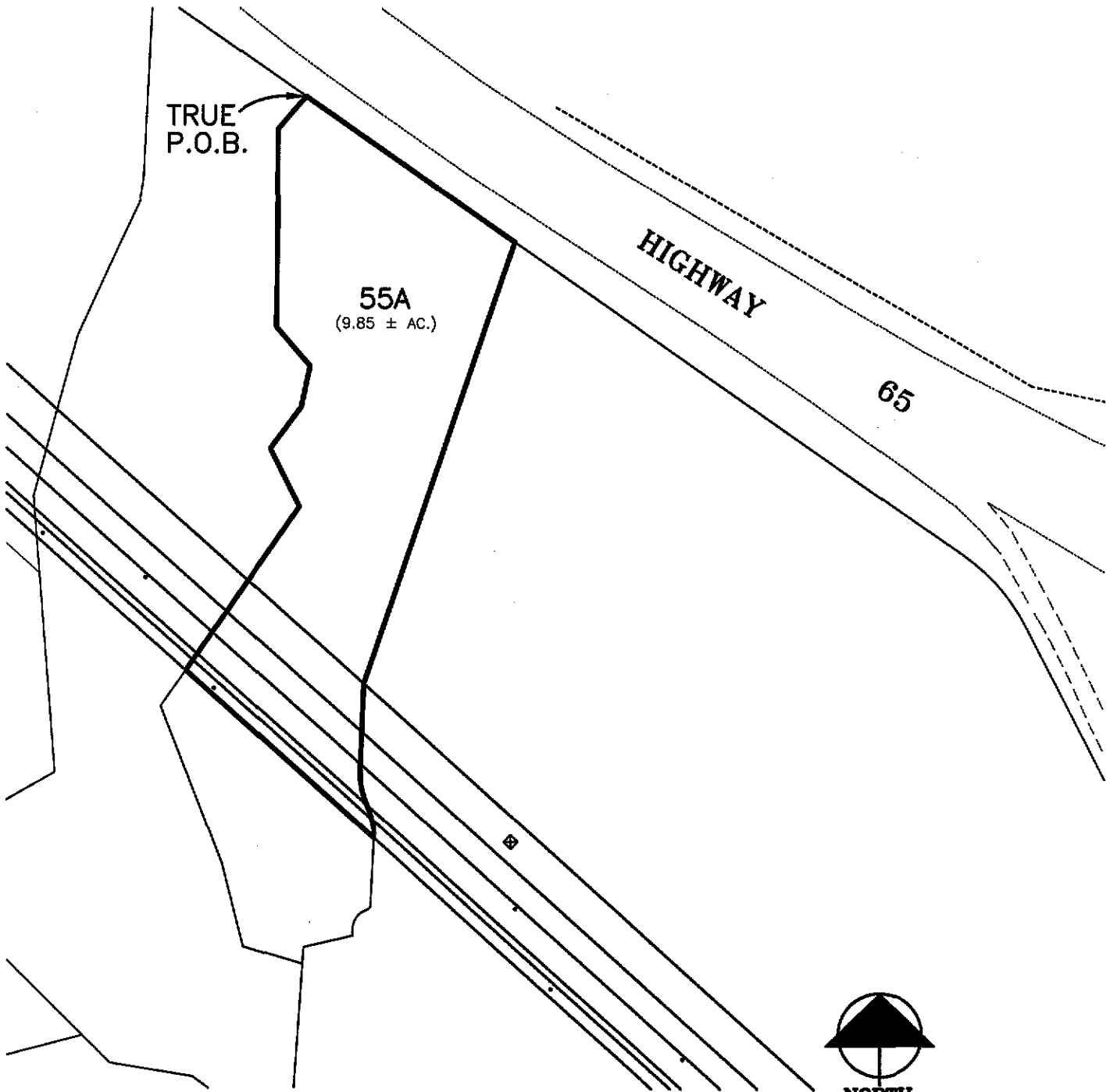
MACKAY & SOMPS

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

June 12, 1997

18119-20

EXHIBIT A-2
HIGHLAND RESERVE
PARCEL 55A
PROPERTY DELINEATION



DISCLAIMER

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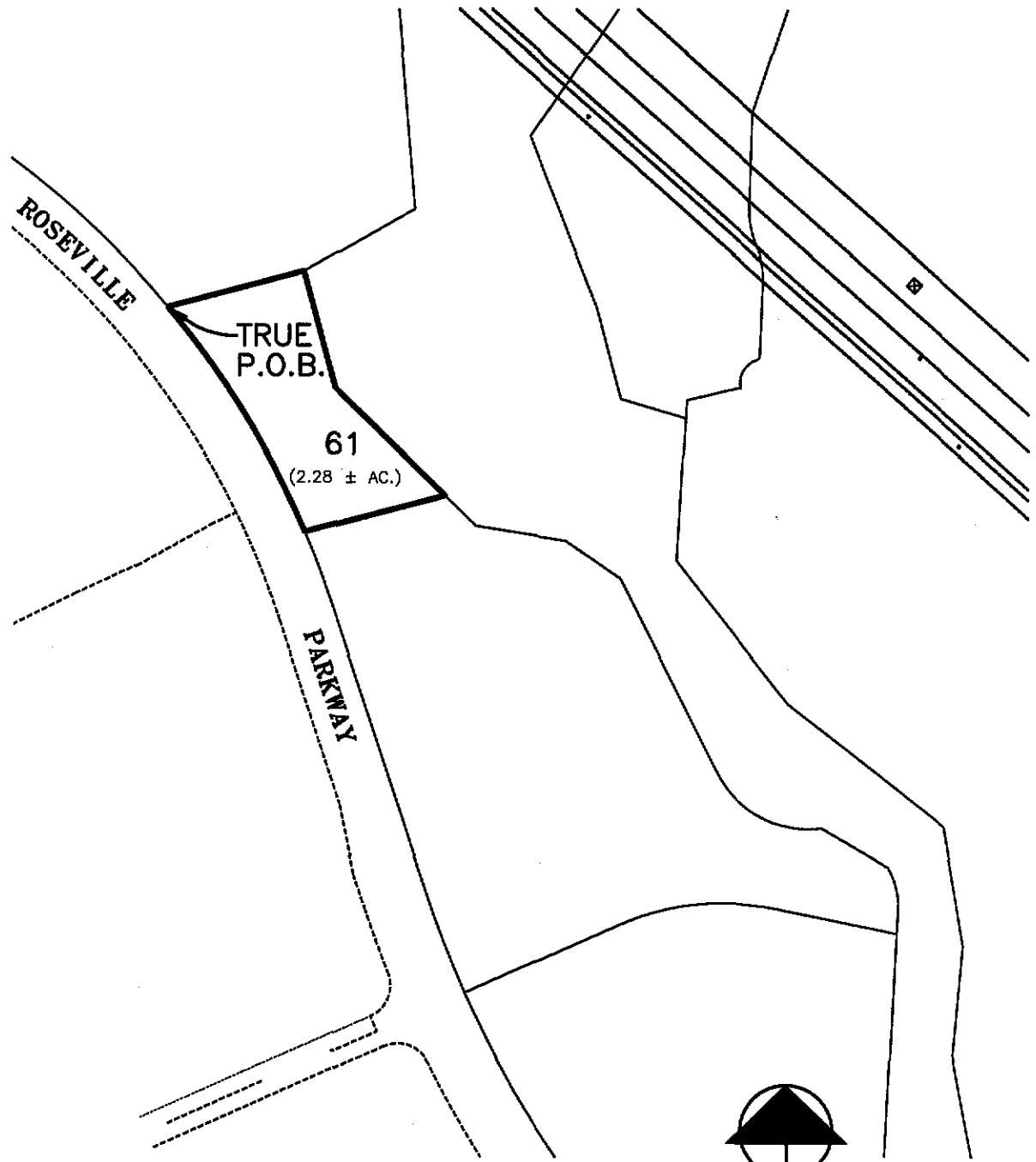
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ROSEVILLE, CA. 95661-2944 (916) 773-1189

June 12, 1997 18119-20

6-11-1997 17:20:27 L:\18119\lrm\hr-rz-lot55a

EXHIBIT A-2
HIGHLAND RESERVE
PARCEL 61

PROPERTY DELINEATION



DISCLAIMER

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

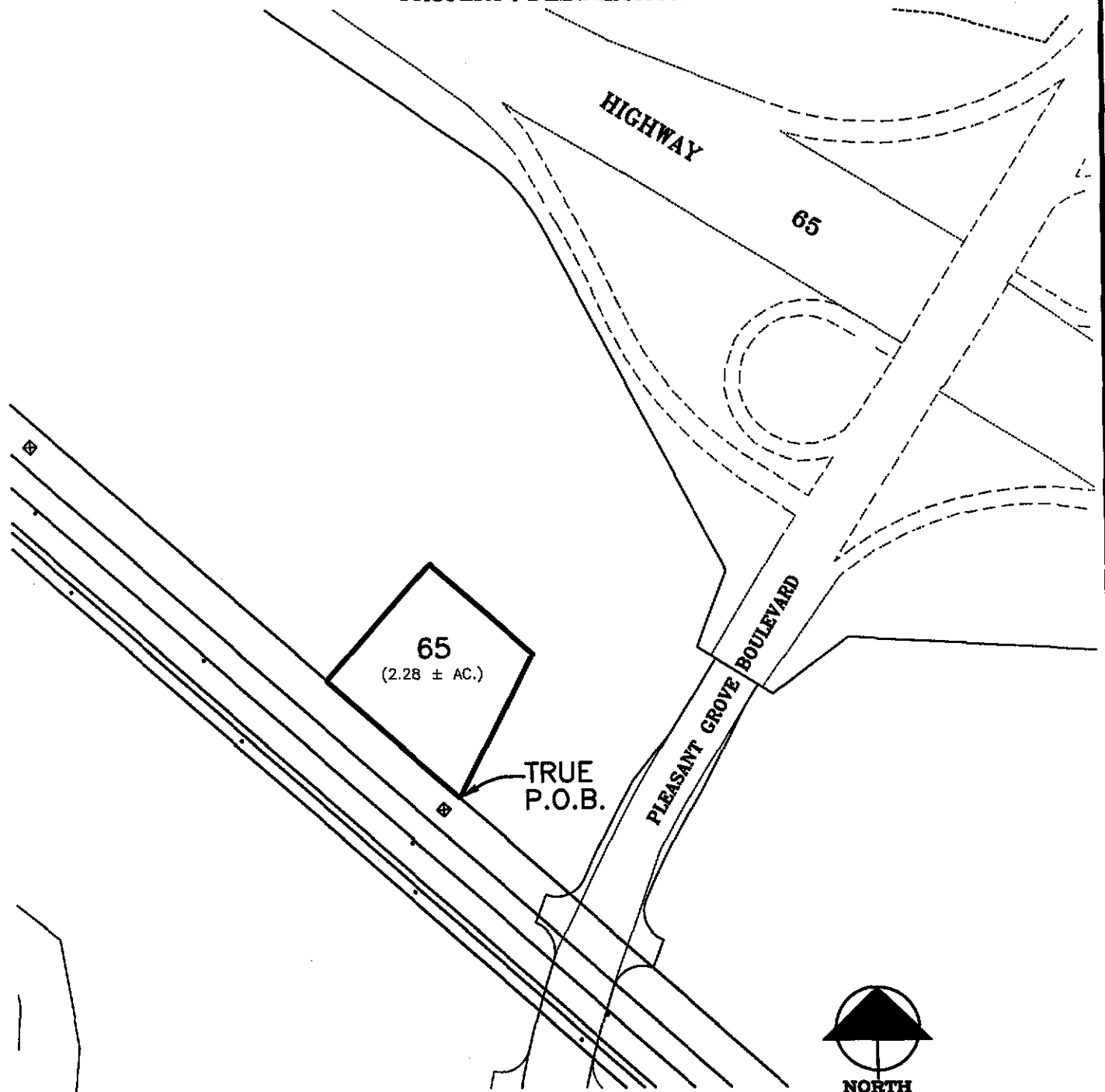


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ROSEVILLE, CA, 95661-2944 (916) 773-1189

June 12, 1997 18119-20

EXHIBIT A-2
HIGHLAND RESERVE
PARCEL 65

PROPERTY DELINEATION



DISCLAIMER

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



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

June 12, 1997

18119-20

Table 2-2
Land Use Table by Parcel Number

RESIDENTIAL				NON-RESIDENTIAL		
Parcel	Land Use	Acres	Units	Parcel	Land Use	Acres
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	33	COMMERCIAL	2.60
D	R-5.0	12.60	63	34A	COMMERCIAL	13.27
E	R-4.7	15.50	73	34B	COMMERCIAL	1.16
F(1)	R-6.4	5.96	38	35	REGIONAL COMMERCIAL	94.19
F(2)	R-5.8	6.06	35	36	REGIONAL COMMERCIAL	94.70
G	R-5.6	8.65	48	37	COMMERCIAL	5.30
H	R-4.8	6.16	29	38	BUSINESS PROFESSIONAL/COMM	29.54
I	R-4.9	15.40	75	39A	BUSINESS PROFESSIONAL/COMM	19.33
J	R-4.6	5.90	27	39B	BUSINESS PROFESSIONAL/COMM	2.98
K	R-4.7	14.60	68	40	BUSINESS PROFESSIONAL/COMM	50.03
L	R-5.5	11.10	61	41	BUSINESS PROFESSIONAL/COMM	3.48
M	R-4.4	10.20	45	42	BUSINESS PROFESSIONAL	40.59
N	R-4.6	16.90	78	42B	BUSINESS PROFESSIONAL	10.96
O	R-3.2	7.50	24	43	BUSINESS PROFESSIONAL	27.97
P	R-3.1	16.30	50	44	BUSINESS PROFESSIONAL	20.44
Q	R-3.1	11.50	36	45	WETLAND PRESERVE	1.10
R	R-6.1	12.90	79	46	BUSINESS PROFESSIONAL	13.20
S	R-3.2	10.50	34	47	DAYCARE CENTER	1.09
T	R-3.3	11.80	39	48A	LIGHT INDUSTRIAL	37.75
U	R-2.6	9.90	26	48B	LIGHT INDUSTRIAL RESERVE	8.87
V	R-2.6	15.40	40	49A	LIGHT INDUSTRIAL	46.47
W	R-2.9	1.70	5	49B	LIGHT INDUSTRIAL RESERVE	12.42
X	R-3.2	9.60	31	50A	PARK	4.50
Y	R-2.3	8.30	19	50B	PARK	0.21
9	R-6.0	6.33	38	50C	PARK	1.00
10	R-2.3	8.53	20	50D	PARK	2.25
11	R-6.1	3.42	21	52	PARK	10.10
12	R-3.2	51.02	165	53	PARK	4.50
13	R-4.7	19.29	90	54A	PARK	2.14
17A	R-5.2	23.19	119	54B	PARK	3.26
17B	R-4.9	22.06	106	55A	OPEN SPACE	9.85
18A	R-4.4	11.00	48	55B	PARK	2.87
18B	R-4.6	11.76	53	55C	PARK	2.88
18C	R-4.4	26.57	116	55D	PARK	0.88
19	R-4.7	35.48	165	56	PARK	20.80
20	R-14.0	34.42	481	57	PARK	5.40
21A	R-14.0	8.66	121	58	GOLF COURSE	0.13
21B	R-14.0	8.56	119	59	GOLF COURSE	0.75
22	R-20.3	16.75	340	61	PUBLIC/QUASI PUBLIC	2.28
23	WET.PRSRV	4.50		62	ELECTRICAL SUBSTATION	1.17
26	R-4.2	10.86	45	63	PG&E	31.54
27	R-20.3	8.59	174	64	CORPORATION YARD	1.46
28	R-20.2	3.58	72	65	FIRE STATION	2.28
29	R-4.5	2.43	11	69	INDUSTRIAL	10.00
				72	K-6 SCHOOL	8.00
				73	INTERMEDIATE SCHOOL	18.42
				74	K-6 SCHOOL	8.00
				80A	LOWER WATERSHED	3.60
				80B	LOWER WATERSHED	3.99
				81A	LOWER WATERSHED	3.83
				81B	LOWER WATERSHED	1.63
				82	LOWER WATERSHED	6.13
				83	LOWER WATERSHED	16.30
				84	LOWER WATERSHED	37.64
				85	LOWER WATERSHED	11.90
				86	LOWER WATERSHED	1.98
				87	LOWER WATERSHED	18.03
				88	LOWER WATERSHED	11.80
				90	PARK/PRESERVE	1.81
				91	PARK/PRESERVE	13.67
				93	PARK/PRESERVE	33.05
				95	REGIONAL COMMERCIAL	11.30
				96	COMMERCIAL	2.00
				97	SLOPE EASEMENT	18.10
				98A	OPEN SPACE/RECREATION	8.50
				98B	OPEN SPACE/RECREATION	25.60
				98C	OPEN SPACE/RECREATION	10.50
				98D	OPEN SPACE/RECREATION	3.60
				98E	OPEN SPACE/RECREATION	17.30
				101	HLAND RESERVE NORTH SPECIFIC PLAN	574.43
				102	HLAND RESERVE NORTH SPECIFIC PLAN	40.61
					RIGHT OF WAY	94.12

2330.43

ORDINANCE NO. 3108

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING THE FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into an Amended Development Agreement for the North Central Roseville Specific Plan (NCRSP) area as described in the Amended Development Agreement, a copy of which is on file with the City Clerk and incorporated herein by reference, by and between the City of Roseville and Roseville Property Investment Partners Ltd., a Texas limited partnership (RPIP).

SECTION 2. FINDINGS. The City Council of the City of Roseville has reviewed the findings of the Planning Commission regarding the proposed amendment to the NCRSP Development Agreement and makes the following findings:

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

SECTION 3. The Amended Development Agreement for the NCRSP, by and between RPIP and the City of Roseville, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this 23rd day of June, 19 97, by the following vote on roll call:


AYES COUNCILMEMBERS: Harry Crabb, Pauline Roccucci, Randy Graham

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Claudia Gamar


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