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

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

This Development Agreement is entered into this 5th day of September, 1990, by and between the City of Roseville, a Municipal Corporation, hereinafter "City", and Roseville Properties Investment Partners Ltd., a Texas limited partnership, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. Property. Landowner owns in fee that certain property described in Exhibit A-1 and shown on Exhibit A-2 (hereinafter the "Property"), attached hereto and incorporated herein by this reference. Landowner seeks City's approval of proposed land uses and zoning of the Property consistent with the Roseville General Plan (the "General Plan") and the North Central Roseville Specific Plan, as adopted on July 5, 1990 (the "NCRSP" "Specific Plan" or "Plan"). Parcels 101 and 102, as shown, discussed and described in the Plan, are expressly excluded from the Property.

3. Hearings. On April 12, 1990, the City Planning Commission, designated by City Ordinance No. 802 as the advisory agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement in a duly noticed public hearing.

4. Environmental Impact Report. On May 31, 1990, the City Council, in Resolution 90-110, certified as adequate and complete the Final EIR (the "Plan EIR") for the North Central Roseville Specific Plan. The City Council finds that no subsequent or supplemental environmental impact report relating to this Development Agreement is necessary in that the terms and conditions of the Specific Plan and this Development Agreement are consistent with and within the scope of the Plan EIR. Mitigation measures were suggested in the Plan EIR and are incorporated to the extent feasible in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

Landowner may proceed and complete development of the property in accordance with the terms of this Agreement. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of the Plan.

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

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

5. No Further Environmental Documents. The City Environmental Coordinator has determined that there are no substantial changes in the Plan or in the circumstances under which the project is to be undertaken, and that the Plan and the adoption of this Agreement involve no new impacts not considered in the Plan EIR; therefore, no further environmental documents relating to the adoption of this Agreement are required. Landowner, pursuant to this Agreement, will be bound by the fees, measures and provisions adopted by the City to mitigate any impacts related to the need for public facilities arising out of the development of this Property pursuant to this Agreement.

6. Entitlements. Following consideration and certification of the aforementioned Plan EIR and of CEQA related findings, the City Council on May 31, 1990, adopted a Statement of Overriding Consideration with respect to the following entitlements to permit regional commercial, community commercial, neighborhood commercial, commercial, business/professional, business/professional/commercial, day care, light industrial and residential development on portions of the Property:

A. The Roseville General Plan, as amended by Resolution No. 90-114;

B. The North Central Roseville Specific Plan, as adopted on July 5, 1990, by Resolution No. 90-170;

C. The Rezoning of the Property pursuant to Ordinance No. 2327 dated September 5, 1990;

D. Schematic Development Plan (Exhibit B, attached hereto and incorporated herein by this reference); and

E. Ordinance No. 2333, adopting this Agreement (the "Adopting Ordinance").

7. General and Specific Plans. Development of the Property in accordance with the conditions of approval will provide orderly growth and development of the area in accordance with the policies set forth in the General and Specific Plans.

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

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

10. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required to mitigate impacts of the development on the community, and City agrees to assure that

Agreement

SECTION 1. GENERAL PROVISIONS.

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

1.B. Term.

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

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 or 16, 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.

1.B.3. Termination of Multi-Family Property. This Agreement may be terminated with respect to any of Parcels 20, 21, 24, 25, 26, 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.

1.B.4. Termination for Nonresidential Property. This Agreement may be terminated with respect to any of the Parcels zoned for business/professional, business/professional/commercial, regional commercial, community commercial, neighborhood commercial, commercial, light industrial, day-care or other nonresidential uses (other than parcels zoned for public uses) at the election of the then property owner, upon or after the issuance of the first use permit for such property and upon written notice to City of such election to terminate, provided the following conditions are met: (i) such parcel to be terminated shall not include more than fifteen (15) acres; (ii) all improvements or other obligations of Landowner as set forth in Section 3.B.3 shall have been completed and accepted by City and iii) a regional or NCRSP drainage retention program (in accordance with Section 3.D.4) has been approved by or established by City. In the event that termination of this Agreement for a parcel including in excess of 15 acres is proposed by the owner of such parcel, City may, but need not, terminate this Agreement upon the issuance of a use permit for such larger parcel. City shall cause any written notice of termination received or approved pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.C. Assignment. Landowner shall have the right to sell, assign, or transfer this Agreement with all of its right, title and interest therein to any person, firm or corporation at any time during the term of this Agreement. Notwithstanding the foregoing, no such assignment shall be made prior to the formation of the CFD and the authorization of the Special Tax required thereby without the express written consent of City, such consent to be given at City's sole discretion. Express assumption of any of the obligations of the Landowner under this Agreement by any such assignee shall relieve Landowner from said obligation or obligations under this Agreement.

1.D. Notices. Formal written notices, demands, correspondence and communications between City and Landowner shall be sufficiently given if dispatched by postage prepaid first-class mail to the principal offices of the City and Landowner, as set forth in Section 10, or such person or entity designated in notice to the City pursuant to this Section 1.D. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Landowner shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of the Property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

1.E. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties, with City costs incurred incidental to amendment proceedings and any uniform fees payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and the Adopting Ordinance, provided that:

1.E.1. Amendments Not Requiring Hearing. Any amendment to this Agreement which does not relate to the term; permitted uses; density or intensity of use; height or size of buildings; provisions for reservation or dedication of land; conditions, terms, restrictions and requirements relating to subsequent discretionary actions; monetary contributions by Landowner; or any conditions or covenants relating to the use of the property shall not require notice of public hearing before the parties may execute an amendment hereto; and

1.E.2. Amendment of Schematic Development Plan Not Requiring Amendment of Agreement. Any amendment of the Schematic Development Plan which has been (a) approved by the Planning Commission as provided by Section 1.F.1. below, including but not limited to the location of buildings, streets and other physical facilities and (b) requested or expressly approved by Landowner, shall not require an amendment to this Agreement.

1.F. Amendment of Schematic Development Plan.

1.F.1. Amendments Consistent with Plan. Upon request of Landowner, the Planning Commission may amend or modify the Schematic Development Plan without compliance with procedural provisions of the zoning ordinance or any other notice of public hearing if the Planning Commission determines that the requested amendment or modification is not substantial and is consistent with the North Central Roseville Specific Plan.

1.F.2. Compliance with Statutes and Ordinances. Except as provided herein, amendment of the Schematic Development Plan or North Central Roseville Specific Plan shall comply with the procedural provisions of statutes and the zoning ordinance in effect on the date of application for such amendment.

SECTION 2. DEVELOPMENT OF THE PROPERTY.

2.A. Permitted Use.

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: 116.6 acres, more or less, of Business and Professional land use; 3.97 acres of neighborhood commercial land use; 26.4 acres of community commercial land use; 41.5 acres of commercial land use; 91.7 acres of regional commercial land use (subject to Section 2.D.1. hereof); 75.3 acres, more or less, of BP/Commercial land use; 189.0 acres of light industrial land use; 1.09 acres of day care use; and 3,643 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.A.2. BP/Commercial Reserve. City agrees that 29 acres of BP/Commercial land use is also granted on Parcel 38 as shown on the Schematic Development Plan; provided however, that no use permit for such parcel will be granted unless an environmental analysis has been undertaken which provides for mitigation of off-site circulation impacts in accordance with the requirements of CEQA and the policies of the City of Roseville.

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.

2.C. Affordable Housing.

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

2.C.1.a. Landowner agrees that sites for 295 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.

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

Parcel 20	Eighty-eight (88) units
Parcel 21	Thirty (30) units
Parcel 24	Thirty-four (34) units
Parcel 25	Thirty-two (32) units
Parcel 26	Twenty-two (22) units
Parcel 27	Seventeen (17) units
Parcel 28	Seventy-two (72) units

2.C.1.c. If the total number of units constructed on any of the parcels described above are more, or less, than the number allocated to such parcels in the Schematic Development Plan and the Table of Land Uses (Exhibits B and C), then the number of affordable units will be increased or decreased by ten percent (10%) of the amount of such increase or decrease in the total number of units constructed; provided, however, that all units allocated to Parcel 28 shall be affordable units as defined in Section 2.C.1.a.

2.C.1.d. At the request of Landowner, the affordable obligation (or any portion thereof) for a particular parcel (the Transferring Parcel), as set forth in Section 2.C.1.b, may be transferred, with the consent of City, to another parcel (the Transferee Parcel) within the Plan Area (excluding Parcels 101 or 102). No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against both the Transferring Parcel and the Transferee Parcel in the office of the Recorder of Placer County.

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

City has agreed to provide funding and the project subsequently does not proceed because application has not been made by Landowner for a building permit or Landowner fails to construct the units, City shall be entitled to reimbursement for any losses or penalties incurred pursuant to assembling the necessary funding or subsidies for affordable housing for such parcel.

2.C.2. Purchase of Affordable Units.

2.C.2.a. Landowner agrees that sixty-nine (69) 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

2.C.2.b. Landowner agrees that City need not provide any financial subsidy for the construction of the units described in this Section 2.C.2 and that it shall be the sole responsibility of Landowner or its successor to offer such units for sale.

2.C.2.c. Landowner agrees that, upon the offering for sale of homes within the parcels described in Section 2.C.2.a, the applicable percentage of units to be constructed within such parcel will be priced, at the time of sale, at or below the price that would be affordable to a middle-income household as defined in Section 2.C.2.a. Landowner shall use its best efforts to sell such units to qualifying middle income households. Such best efforts shall be coordinated with the Housing and Redevelopment Manager of the City of Roseville, or such other official as may be designated by City (hereafter "Manager") and include, without limitation:

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

(ii) maintenance of a waiting list of applicant middle income households seeking housing opportunities,

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

(iv) for any affordable units for which contracts of sale are not entered into with middle income households after the above efforts, Landowner shall not enter into any contracts of sale for such available units, except with households qualifying by income pursuant to Section 2.C.2.a, for one week after the release of the affordable units to the general public.

2.C.2.d. Not less than forty-five (45) working days prior to the close of escrow with respect to the purchase of a unit reserved pursuant to this Section 2.C.2, Landowner shall notify the Manager of the intended sale, the name of the buyer (the "Buyer"), the size of the Buyer's household and the household income of such Buyer. If no objection or request for information is made by Manager within ten (10) working days of receipt of Landowner's notice by City, Landowner may convey the unit to Buyer and Landowner's obligation with respect to Section 2.C.2 shall be deemed fulfilled to the extent of such unit. Within ten (10) working days of such notice, Manager may deliver a written objection to such sale or a written request for supplementary information. In the event of receipt of an objection or request, Landowner shall refrain from conveying the unit unless and until the objection or request is withdrawn by Manager. In the event that Manager, after receipt of information from or consultation with Landowner, declines to withdraw the objection or issues additional requests, Landowner may request and shall be entitled to a hearing within thirty (30) days of such a request before the Council of the City of Roseville which shall have the sole and final authority, reasonably exercised, to determine the eligibility of the proposed Buyer and the extent to which the obligation created pursuant to this Section 2.C.2 shall have been fulfilled.

2.C.2.e. Landowner and City agree that the opportunity to purchase affordable housing made available to middle income purchasers pursuant to this Section 2.C.2 is intended to be passed on to such purchasers' successors in interest. In order to give effect to this intent, Landowner and City will enter into an Affordable Housing Development Agreement for each of the Parcels enumerated in 2.C.2.a prior to the recordation of a final residential subdivision map for each such Parcel.

2.C.3. Not a Limitation. Nothing in the foregoing Sections 2.C.1 and 2.C.2 shall be construed to limit Landowner from offering units for rental or purchase to households of very low, low or middle incomes in excess of the number of units specified.

2.D. Parcel 35.

2.D.1. Regional Mall Designation. Landowner agrees that the development of Parcel 35 as a regional mall shall be subject to certain conditions. City shall not be required to receive an application for a use permit which contemplates the development of Parcel 35 as a regional mall unless the application for such use permit is the first such application which meets each of the following three (3) criteria, to the satisfaction of City:

2.D.1.a. Provision shall be made for three (3) anchor tenants or owners, each of which shall construct or occupy a store facility with a size of not less than 100,000 square feet.

2.D.1.b. Each of such three (3) anchor tenants shall be a national marketing retailer. For the purposes of this Section 2.D, a national marketing retailer is defined as a retailer (including subsidiaries and affiliates owned and managed by such national marketing retailer) with at least ten (10) retail facilities, with a floor area of not less than 100,000 square feet each, in at least four (4) different states or at least ten (10) different Standard Metropolitan Statistical Areas, each with a population in excess of one million (1,000,000).

2.D.1.c. One of such three (3) anchor tenants must be a national marketing retailer which offers consumer goods to the public of such a type and quality as to create a reasonable expectation, based on the actual prior experience of such national marketing retailer, that the annual sales of such retailer's facility will average TWO-HUNDRED TWENTY-FIVE DOLLARS (\$225) per net square foot. Such amount per net square foot shall be increased annually 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. Net square foot shall mean a square foot of area in which merchandise is customarily sold or displayed to the general public and shall exclude i) public restrooms and ii) storage areas, employee facilities, and similar areas not open to the public.

2.D.2. Alternative Use. Landowner, may elect to develop Parcel 35 in accordance with the alternative land use set forth in policy and guideline number 4 as set forth in Section 3.7 of the North Central Roseville Specific Plan at page 3-56. Such an election may be made only upon the occurrence of one of the following: 1) the acceptance by City of an application for a use permit for a regional mall on Parcel 36; 2) the issuance, by an appropriate permitting authority, of a use permit for a commercial development meeting the criteria set forth in Section 2.D.1 for any parcel of land within three (3) miles of Parcel 35 or 3) the third anniversary date of the effective date of this Agreement. In the event of such an election, Section 2.D.1, above, shall be inapplicable and Parcel 35 shall be deemed granted 91.8 acres of land use in accordance with policy and guideline number 4.

2.E. Special Requirements Within the Plan Area.

2.E.1. Wetlands Preserves.

2.E.1.a. Landowner shall convey to City no fewer than 69.2 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.

2.E.1.b. Landowner shall retain Parcel 93, which parcel is also subject to the 404 Permit described in Section 2.E.1.a above. If, on the fifth anniversary date of the adoption of this Agreement, the 404 Permit has not been amended to delete the mitigation preserve requirements with respect to Parcel 93, then Landowner shall grant and convey such parcel to City. Prior to conveyance to City, Landowner shall be solely responsible for the obligations set forth in the 404 Permit insofar as they pertain to Parcel 93, including, without limitation, the cost of compliance. Prior to the

conveyance of Parcel 93, Landowner shall provide evidence, satisfactory to City, that all requirements have been met with respect to monitoring and preservation during the initial 5 year monitoring period as delineated in the 404 Permit. Nothing in this Section 2.E.1.b shall be construed to grant land use or an entitlement to development with respect to Parcel 93. Landowner agrees that any such grant of land use or entitlement shall require an amendment to the North Central Roseville Specific Plan, approval of which shall be at the sole discretion of City, and appropriate environmental analysis consistent with the requirements of CEQA.

2.E.2. Compliance.

2.E.2.a. Landowner agrees to be bound by the policies set forth in Section 6.1.6. of the North Central Roseville Specific Plan (except as may be modified pursuant to Section 2.E.1.b) as such Plan provides on the date of adoption of this Agreement and, notwithstanding the conveyance of the Wetlands Preserves to the City, to bear, at its expense or that of the Landscape and Lighting District, the cost of such compliance.

2.E.2.b. City agrees to take title to the parcels specified in Section 2.E.1.a subject to the 404 Permit and to comply with all provisions thereof. City agrees that it will contract for the services of a qualified consulting wetlands specialist to supervise and implement compliance with the terms of the 404 Permit. The cost of such a specialist shall be borne by the Landscape and Lighting District in the form of an assessment levied by the District. The entirety of such assessment shall be levied against the Property and no assessment for this purpose shall be levied against any other Parcel within the North Central Plan area. Landowner agrees that all requirements set forth in the 404 permit with respect to the creation or reproduction of wetlands or with respect to the initial installation of facilities required for the protection of the wetlands shall have been met prior to conveyance to City.

2.E.3. Local and Residential Collector Streets. A five-foot (5') setback strip for landscaping shall be established between the curb and sidewalk along the local and residential collector streets within the Property, as such streets are defined in Sections 5.1.2. and 5.1.3. of the Specific Plan. Such setback strips shall be within the right-of-way for the adjacent streets. City shall grant to the adjacent property owner an easement for the purpose of maintaining turf and shrubbery on the setback strip over the right-of-way to the adjacent property owner or Landowner shall reserve such easement when granting the right-of-way to City. The Landscape and Lighting District established as described

in Section 3.G shall maintain any trees planted within the setback strips and shall impose a special assessment for such maintenance and for the performance of leaf removal during the autumn season of each year.

2.E.4. Golf Course Setbacks. Landowner acknowledges that certain portions of Parcels 4, 6, and 10, as shown on Exhibit B, are adjacent to the Diamond Oaks Golf Course (the "Golf Course"). Landowner and City agree that no residential structures may be constructed within the setback area shown on Exhibit D-1 and described in Exhibit D-2, notwithstanding any other provision of an ordinance of the City of Roseville. The restriction set forth in this Section 2.E.4 shall be shown on the face of any map which includes any portion of the area shown on Exhibit D-1 and described in Exhibit D-2.

2.E.5. Golf Course Waiver Areas. Landowner acknowledges that, in addition to the areas defined as subject to a setback requirement in Section 2.E.4, above, other portions of Parcels 4, 6 and 10 may be subject to adverse effects arising out of the operation of the Golf Course. Landowner, in Landowner's capacity as owner of those portions of Parcels 4, 6 and 10 shown on Exhibit E-1 and described in Exhibit E-2 waives any claim for damages or other relief which may arise out of acts or omissions resulting from the normal and customary operation, maintenance or use by City, its agents, employees, licensees and permittees, of the Golf Course including, without limitation, personal injury or property damage caused by golf balls. Nothing in this Section 2.E.5 shall be construed to constitute a waiver of claim with respect to acts or omissions constituting gross negligence, recklessness or willful or wanton conduct. A separate covenant giving effect to the waiver set forth in this Section 2.E.5 shall be recorded on any lots or parcels that may be created within the area shown on Exhibit E-1 and described in Exhibit E-2, at the time the map creating such lots or parcels is recorded.

2.E.6. Easement for and Construction and Maintenance of Bikeways.

2.E.6.a. Bikeways parallel to Highway 65 will be located on Parcels 40, 42 and 49, 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, 42, 49, 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.

2.E.6.b. City and Landowner acknowledge that segments of the bikeway adjacent to Parcels 82, 83 and 84, as shown on page 5-20 of the Plan, may require easements across portions of Parcels 40, 42, 43, 48 and 49 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, 83 and 84 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, 83 or 84) 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.

2.E.6.c. Landowner agrees to grant City an easement of five feet (5') in width along the south boundary of Parcel 7 for the purposes of installing and maintaining a landscape buffer between the bikeway and the adjacent residential neighborhood. Such easement shall be defined on the first residential subdivision map submitted for Parcel 7. For the purposes of calculating any rearyard or sideyard setback requirements for dwelling units on Parcel 7, the easement area shall be included. The easement area shall be maintained by the Landscape and Lighting District to be formed pursuant to Section 3.G.

2.F. Transfer of Units. If a use permit is granted or a tentative map is approved with respect to any parcel within the Property that has been designated for residential use by this Agreement and such use permit or tentative map does not permit the use of all units allocated to such parcel by this Agreement, Landowner may transfer the number of units by which the allocated units exceed the approved units (the "Excess Units") to any other parcel or parcels within the Plan Area (the "Transferee Parcel") for which residential land use has been granted pursuant to the Plan. Any such transfer shall be subject to such supplementary environmental analysis as CEQA may require. Landowner shall designate the Transferee Parcel at the time the use permit or tentative map is approved.

2.G. Rules, Regulations and Official Policies.

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

2.G.2. Application of Changes. This section shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 3.N of this Agreement.

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

SECTION 3. OBLIGATIONS OF THE PARTIES.

3.A. Dedications, Conveyances and Reservations.

3.A.1. Electrical Substation. Landowner, upon demand of City, shall convey to City a parcel of 1.17 acres, more or less, shown as Parcel 62 on Exhibit B, for use as an electrical substation. Landowner shall also convey an easement of ten feet (10') in width over Parcel 44 along and adjacent to the boundary between Parcels 62 and 44 for the purposes of maintaining any fence constructed by City along the property line of, and within, Parcel 62.

3.A.2. Fire Station Site. Landowner, upon demand of City, shall convey to City a parcel of 1.08 acres, more or less, shown as Parcel 61 on Exhibit B, for the purposes of constructing a Fire Station.

3.A.3. Park 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 10.7-acre, more or less, portion of its property for the purposes of a public park, shown as Parcel 51 on the Schematic Development Plan.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 86.02 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.

(ix) 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.

3.A.3.b. Under terms and procedures identical to Section 66479 et seq. of the Government Code of the State of California, City reserves, and Landowner waives herewith any objection to, 2.14 acres of potential parkland, shown as Parcel 54a on the Schematic Development Plan, and further reserves 3.26 acres of potential parkland, shown as parcel 54b on the Schematic Development Plan, both for the purposes of expanding the park site shown as Parcel 56 on the Schematic Development Plan. Landowner further agrees that Landowner shall not apply for a use permit on Parcel 54a or 54b prior to the 365th day following the effective date of this Agreement, and that such deferral shall be in addition to and not a part of the period for purchase by the City of such reserved areas which would be permitted under a procedure identical to Section 66480 of the Government Code. In the event that City acquires Parcels 54a and 54b, Landowner shall be permitted to transfer forty-four (44) units from Parcels 54a and 54b to Parcel 20 (for an adjusted total of 874 units on Parcel 20). The units subject to this transfer are expressly exempted from the requirements set forth in Section 2.C.1.c. and 2.F.

3.A.4. Expanded Joint Use Area for Park and Intermediate School.

3.A.4.a. Under terms and procedures identical to Section 66479 et seq. of the Government Code of the State of California, City reserves, and Landowner waives herewith any objection to such reservation, .27 acres of potential parkland, shown as Parcel 50B on the Schematic Development Plan, and further reserves .51 acres of potential parkland, shown as Parcel 50C on the Schematic Development Plan, both for the purposes of expanding the park site shown as Parcel 50A on the Schematic Development Plan.

3.A.4.b. Landowner shall grant and convey, a parcel of 2.66 acres, more or less, shown on the Schematic Development Plan as Parcel 50D, in consideration for which Landowner shall be compensated, at the fair market value of such parcel, by the CFD as set forth in Section 3.B.3.z.

3.A.5. Corporation Yard. Landowner, upon demand of City, shall convey to City a parcel of 1.46 acres, more or less, shown as Parcel 64 on Exhibit B, for the purposes of constructing a corporation yard. In exchange for such parcel, City shall convey to Landowner a parcel (the "Exchange Parcel") of 1.1 acres, more or less, shown as Parcel 16 on Exhibit B.

3.A.6. Circulation Rights-of-Way. Landowner, upon demand of City, shall dedicate, grant or convey, in further consideration of the land use granted herein, those portions of its property, as may be reasonably required for any circulation improvements described in Section 3.B.3 hereof and in Exhibit G, in the widths set forth and described in Section 5.1 of the Plan (as such Plan provides on the effective date of this Agreement), but only to the extent that such rights-of-way are within the Property. Landowner shall be required to convey no more than one-half the right-of-way required for the construction of Harding Boulevard.

3.A.7. Waterline Easement. Landowner shall grant and convey fifteen-foot (15') wide easements for waterlines and other public utility purposes through landscape setback areas along the North and South sides of Roseville Parkway and along Pleasant Grove Boulevard from the Roseville Parkway to Washington Boulevard. Such waterline easements shall be granted and conveyed by being shown on the first tentative (large lot or parcel) map for the Property to be approved by the Council subsequent to adoption of the Plan and this Agreement. The easements shall be effective on recordation of such final map.

3.A.8. Light Rail Easement. Landowner shall grant and convey a twenty-five foot (25') easement for light rail use, within the Landscape Setback, as shown on Figure 5-11 of the NCRSP (as such Plan provides on the effective date of this Agreement), on the north side of the Roseville Parkway. Landowner shall grant and convey a twenty-five foot (25') easement for light rail use within the Landscape Setback, as shown on Figure 5-12 of the NCRSP (as such Plan provides on the effective date of this Agreement), along the west side of Harding Boulevard adjacent to Parcel 38. Landowner and City agree that no permanent or quasi-permanent facilities or structures be installed within the light rail easements. Nothing in this Section 3.A.8 shall be construed to preclude the use of the light rail easements for parking, pedestrian walkways (whether or not paved), bikeways or landscaping (other than trees) prior to the actual construction of a light rail facility.

3.A.9. Electrical Distribution Easement. Landowner agrees to grant the City of Roseville an additional easement in a width of twenty-five feet (25') adjacent to and on the south side of the existing SMUD/PG&E easement across all

parcels between Harding Boulevard and Washington Boulevard.

3.A.10. Liens, Encumbrances, Covenants, Conditions and Restrictions. The property to be conveyed to City pursuant to this Section 3.A shall be free of any liens, encumbrances, special taxes, or assessments, not approved by City and shall be excluded from the application of any Declaration of Covenants, Conditions and Restrictions, excepting the rights of way and easements described above may be conveyed subject to existing liens and encumbrances so long as such liens and any encumbrances that may interfere therewith are subordinated to the easement.

3.A.11. Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California with regard to any otherwise uncompensated conveyance or dedication of land or easements over the property specified in this Agreement.

3.B. Improvements.

3.B.1. Circulation Standards. The standards for the circulation improvements set forth in this Section, and the rights-of-way required therefor shall be as set forth in the North Central Roseville Specific Plan, as such Plan provides on the effective date of this Agreement.

3.B.2. Utility Improvements.

3.B.2.a. City and Landowner agree that the Community Facilities District ("CFD") shall construct or finance the construction of the trunk water mains shown on Exhibit H, attached hereto (the "Mains"). It is stipulated herewith that the diameter of such mains is in excess of that required to meet the needs arising out of the land use granted herein ("Excess Capacity"). It is further stipulated that the portion of the cost of such mains arising out of the Excess Capacity is attributable to requirements of the City or of other users unrelated to the requirements of the North Central Roseville Specific Plan Area. Except as otherwise provided in Sections 3.C.3.b and 3.C.3.c, City agrees that City will use its best efforts to reimburse the CFD for the costs of the remaining Excess Capacity in the Mains if, and only if, City issues permits or entitlements or enters into agreements with or for third parties that will require the use of such capacity. Any such reimbursement shall be based on a marginal cost calculation.

3.B.2.b. City and Landowner agree that the Community Facilities District shall construct or finance the construction of trunk sewer lines within the Plan area and along that branch of Pleasant Grove Creek which connects Washington Boulevard to Lift Station No. 2, all as shown and described on Exhibit I, hereto.

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 25; 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.

3.B.2.d. Landowner agrees that a portion of Parcel 35 and all of Parcels 38 and 39 shall be assessed, either by a sewer assessment district, or by separate assessment or tax by the CFD, and waives any objection to such assessment or tax, for construction of or reimbursement for sewer collection facilities, within or adjacent to Dry Creek, including any previously incurred financing costs, which are reasonably required to serve the Property, in an amount not to exceed \$141,000. Parcel 38 shall not be required to bear such an assessment or make payment of such tax until such time as an environmental determination has been approved for such Parcel in accordance with Section 2.A.2 hereof.

3.B.2.e. City and Landowner agree that the Community Facilities District described in Section 3.C shall finance the extension of electrical facilities to serve all traffic signals and street lights within the Property and that no street shall be opened to the public unless and until street lights and signals have been installed in accordance with the NCRSP and applicable requirements of the Department of Public Works.

3.B.2.f. City and Landowner agree that the Community Facilities District shall finance the construction of electrical transmission facilities as shown on Exhibit J.

3.B.2.g. Landowner agrees to stub water, transmission and sewer collection facilities to the boundary of Parcel 64.

3.B.2.h. Landowner and City acknowledge that the trunk water main adjacent to and on the north side of the Roseville Parkway will be constructed with a capacity in excess of that required to serve the parcels being granted the entitlements specified in Section 2.A. Landowner and City expressly acknowledge that such excess capacity will be constructed at Landowner's sole expense and shall be excluded from any amounts included in any bonds to be issued by the CFD. In the event that City utilizes the excess capacity constructed pursuant to this Section 3.B.2.h to serve areas other than Parcels 101 and 102, as shown on Exhibit B, City agrees to reimburse Roseville Properties Investment Partners Ltd. (RPIP) for the cost of construction of such otherwise utilized capacity, and the financing costs thereof. Such right to reimbursement shall be personal to RPIP and its express assignees, and, notwithstanding any other provision of this Agreement shall not run with the land. Such construction of excess capacity shall not give rise to any claim, equitable or otherwise, with respect to any land use other than that specified in Section 2.A. Landowner and City agree that any entitlements not conferred by or arising out of those granted pursuant to Section 2.A. shall require a General Plan Amendment, a Specific Plan Amendment and an EIR.

3.B.2.i. Nothing in this Agreement shall be construed to limit or restrict the right of City to require the dedication of an easement for utility purposes when such requirement would be otherwise consistent with the reasonable exercise of the police power by City and is reasonably related to a requirement to serve the parcel or parcels subject to the easement.

3.B.3. Improvements Constructed or Financed by CFD. City and Landowner agree that the Community Facilities District shall construct or finance the construction or acquisition of the following improvements or facilities:

3.B.3.a. That portion of the Roseville Parkway which is within the North Central Roseville Specific Plan area as shown on Exhibit G, excluding that portion which passes through or is adjacent to Parcels 63, 88, 98a, 98b, 98d and 98e, as shown on Exhibit B.

3.B.3.b. That portion of Pleasant Grove Boulevard which is within the North Central Roseville Specific Plan area, excluding that portion which is adjacent to or passes through Parcels 101 and 102, as shown on Exhibit G.

3.B.3.c. That portion of Eastpark Drive which is within the North Central Roseville Specific Plan area, as shown on Exhibit G.

3.B.3.d. That portion of Collector B which is adjacent to Parcels 14, 50 and 73.

3.B.3.e. That portion of Collector C which is shown on Exhibit G.

3.B.3.f. That portion of Collector (or Street) E from Harding Boulevard, through Parcel 36, to Parcel 46, as approximately shown on Exhibit G, including all necessary bridges and structures.

3.B.3.g. Those portions of Harding Boulevard and Stanford Ranch Road which are within the North Central Roseville Specific Plan area, and which are (i) north of the southern boundaries of Parcels 37 and 38, and (ii) south of the northern boundary of Parcel 34, as shown on Exhibit G, except to the extent that such costs may be borne by the Roseville Redevelopment Agency.

3.B.3.h. The eastern extension of Diamond Oaks Road, and any relocation of electrical transmission facilities incidental to or required by the road construction, as shown on Exhibit G.

3.B.3.i. Collector D, between the Roseville Parkway and Diamond Oaks Road, as shown on Exhibit G.

3.B.3.j. The construction of all frontage improvements (including pavement, curb and gutter; and sidewalks adjacent to public parcels), street lights and utility stubs to and for adjacent parcels are to be included in the roadway improvements enumerated in 3.B.3.a through 3.B.3.i, above.

3.B.3.k. The utility improvements described in Section 3.B.2 of this Agreement and all other Development Agreements for properties within the Plan Area as such Agreements provide on the effective date of this Agreement.

3.B.3.l The drainage detention improvements described in Sections 3.D.1, 3.D.2 and 3.D.3.

3.B.3.m. The school facilities described in Section 3.F.3.

3.B.3.n. The median landscaping improvements described in Section 3.G.3.

3.B.3.o. The sewer lift station and force main and/or other collection facilities, as deemed necessary by the Department of Public Works of City, required to serve parcels 22, 23, 33, 36, 45 and 46.

3.B.3.p. All traffic signals shown on Exhibit G.

3.B.3.q. A bikeway through Parcels 80 through 88, inclusive, and through the parcels enumerated in Section 2.E.6.b, as described in Section 5.3 of the Plan as the Plan provides on the effective date of this Agreement.

3.B.3.r. Park and Recreational improvements to Parcel 50 in an amount not to exceed \$600,000.

3.B.3.s. The cost of landscaping improvements to the Highway 65 right-of-way and the Harding Interchange, in an amount not to exceed \$250,000.

3.B.3.t. The costs of creation and reproduction of wetlands as required by the 404 permit and Section 2.E.2.b. hereof and the costs of the nature trails within publicly-owned watershed and wetland preserve parcels.

3.B.3.u. A proportional share of the cost of improvements and land acquisition for the Fiddymont Road electrical substation in an amount not to exceed \$125,000.

3.B.3.v. The cost of frontage improvements (curb, gutter, sidewalk, utilities, street lights and one-half of the paved road section) for that portion of Collector A which is adjacent to Parcel 52.

3.B.3.w. The cost of relocation of certain electrical distribution facilities along Harding Boulevard, in an amount not to exceed \$39,000.

3.B.3.x. The partial cost of constructing certain water transmission facilities along Eureka Road, Atlantic Street and Harding Boulevard in an amount not to exceed \$32,000.

3.B.3.y. A portion of the costs of water mains, as determined by the Public Works Director, constructed or to be constructed in the Northeast and Southeast Specific Plan areas in the amount of \$800,000.

3.B.3.z. The cost of acquisition, at fair market value as of the effective date of this Agreement, of parcel 50D, as shown on the Schematic Development Plan.

3.B.3.aa. A portion of the cost of construction of the Harding Boulevard/Highway 65 Interchange in an amount not to exceed Six Million One Hundred Thousand Dollars (\$6,100,000).

3.B.3.bb. The costs of environmental review and EIR preparation related to the public facilities to be financed or constructed by the CFD or to be conveyed to the City in an amount not to exceed \$150,000.00

3.B.3.cc. All costs or expenses incurred by City related to review, inspection, engineering or installation to the extent that such costs result from the construction, financing or acquisition of improvements by the CFD.

3.B.4. Washington Boulevard Improvements.

3.B.4.a. Landowner, in its capacity as the owner of Parcels 1, 2, 4, 14, 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 such parcel and only with each such parcel.

3.B.4.b. Landowner agrees to improve the portion of Washington Boulevard adjacent to Parcel 73 as shown on Exhibit G, provided that the costs of such improvements (including pavement, curb, gutter, sidewalk, street lights and utility stubs) shall be included in the financing provided for in Section 3.F.3.

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 Parcel 49 until the portions of Washington Boulevard adjacent to Parcels 1, 2, 4, 14, 49 and 73 have been completed and accepted by City.

3.B.5. Water Transmission Line Fee. Landowner agrees to reimburse and/or pay City for the cost of water transmission lines previously constructed or to be constructed within the North East and South East Specific Plan Areas and for a future main to be constructed from the City's water treatment plant to connect with other water transmission lines. Reimbursement, or partial reimbursement, shall be made from CFD funds as set forth in Section 3.B.3.y, the priority of which reimbursement shall be paid in the order in which such costs of construction have been incurred, and any remaining balance shall be used for costs of future construction. The balance of such reimbursement and/or payment for future construction shall be made and collected in the form of a fee to be adopted by City in accordance with Section 66000 et seq. of the Government Code. Pending adoption of the fee ordinance, Landowner waives any objection to the collection of an interim fee in an amount not more than \$80 per equivalent dwelling unit, such fee to be collected upon the issuance of each building permit for structures located within the Property. No such interim fee shall be collected after January 1, 1992.

3.B.6. Public Facilities Fee. Landowner agrees that the development subject to this agreement shall contribute in a proportional and equitable manner to the financing of new or expanded City-wide public facilities the demand for which results from new development within Roseville. Such contribution shall be in the form of a fee to be adopted by the City in accordance with Section 66000 of the Government Code. Pending adoption of the fee ordinance, Landowner waives any objection to the collection of an interim fee to be collected upon the issuance of each building permit for a structure located within the Property. Such interim fee shall be in the amount of \$500 (FIVE HUNDRED DOLLARS) per single family dwelling unit, \$300 (THREE HUNDRED DOLLARS) per multi-family dwelling unit and \$.45 (FORTY-FIVE CENTS) per square foot of construction of commercial, business-professional and light industrial uses. No such interim fee shall be collected after January 1, 1992.

3.B.7. Site Specific Improvements. Those projects identified in Sections 3.B.3.a, 3.B.3.f, 3.B.3.g, 3.B.3.h, 3.B.3.i, 3.B.3.j, 3.B.3.k, 3.B.3.o, 3.B.3.p, 3.B.3.q. and 3.B.3.aa shall be included in the first bond issue for the financing of improvements as determined by the City as part

of the formation and administration of the CFD. Landowner acknowledges that the economic participation of Parcels 11, 12A, 12B, 13A, 13B, 22, 23, 29, 33, 36, 37, 45, and 46 in the CFD is dependent upon the construction of these facilities and that City may take those actions necessary to establish the precise alignments and commence construction of the projects within three (3) years of the issuance of bonds by the CFD. The City agrees that the sums allocated for these projects in the CFD shall not be allocated to any other project identified in Section 3.B.3 in order to ensure the availability of the funds at the time of construction.

3.C. Community Facilities District and Financing.

3.C.1. Community Facilities District.

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, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 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.

3.C.1.b. The CFD shall construct, finance or acquire the improvements enumerated in Sections 3.B.2 and 3.B.3 of this Agreement.

3.C.1.c. City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City shall use its best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section 3.C. Landowner shall be allocated Landowner's share of infrastructure costs and shall be assessed special taxes in a fair and proportionate manner in accordance with the Rate and Method of Apportionment of the Special Tax adopted by the City in the Resolution of Formation ("ROF") for the CFD, provided, that the allocation of the cost of and levy of special tax related to an improvement, the benefit and special tax for which is allocated exclusively to a special tax group pursuant to the ROF, shall be limited to the properties within such special group and shall not be allocated or levied

to any portion of the Property located outside such special tax group.

3.C.1.d. Nothing in this Section 3.C shall be construed to preclude the payment by an owner of any of the parcels delineated in Section 3.C.1.a of a cash amount equivalent to its proportionate share of infrastructure costs, or any portion thereof, prior to the issuance of bonds.

3.C.1.e. City and Landowner further agree that the cost of the improvements to be so financed will not exceed \$71,000,000 and that Landowner's proportionate share of such costs shall not exceed \$60,000,000. The preceding limitations exclude any and all costs arising out of the issuance or sale of bonds or any prepaid interest, interest reserves, discounts or other expenses thereto related.

3.C.1.f. Landowner agrees that, concurrent with the adoption of this Agreement, Landowner and City shall enter into a shortfall agreement providing for the financing of costs of the improvements specified in Section 3.B.3 hereof, in the event that the bonds issued by the CFD provide insufficient funding for the completion of such improvements.

3.C.2. Credits.

3.C.2.a. City and Landowner agree that the CFD will finance all or a portion of (i) the construction of certain improvements and (ii) the acquisition of Parcel 50D, which would otherwise be financed by fees authorized by ordinances of City or statutes of the State of California. Such improvements include:

- (i) Roseville Parkway
- (ii) Pleasant Grove Boulevard
- (iii) Harding Boulevard
- (iv) The Harding Boulevard/Highway 65 Interchange.
- (v) Road Improvements for Park Parcels 50, 51, 52, 53, 54, 56 and 57.
- (vi) Park Improvements to Park Parcel 50.

City and Landowner agree that in consideration of the construction or acquisition of such improvements or land by the CFD, Landowner shall be entitled to credits against the Traffic Mitigation Fee collected by the City pursuant to Chapter 4.44 of the Roseville Municipal Code (the "Code") and the Neighborhood/Community and City-wide park fees collected by the City pursuant to Chapters 4.37 and 4.38, respectively, of the Code.

3.C.2.b. Such credits are independent of and in addition to any reimbursement made pursuant to Section 3.C.3 below.

3.C.2.c. The credits against the Traffic Mitigation fee attributable to Section 3.C.2.a.i, 3.C.2.a.ii, 3.C.2.a.iii and 3.C.2.a.iv shall be as follows:

- (i) Single Family Dwelling: \$ 904.00
- (ii) Multi-Family Dwelling: \$ 624.00
- (iii) General Commercial:
per square foot \$ 1.48
- (iv) Highway Commercial:
per square foot \$ 2.08
- (v) Regional Commercial:
per square foot \$ 1.39
- (vi) Business/Professional:
per square foot \$.98
- (vii) Light Industrial:
per square foot \$.51

3.C.2.d. The Neighborhood/Community Park fee credit attributable to Section 3.C.2.a.v and 3.C.2.a.vi shall be as follows:

- i) Single Family Residential Units
299.48
- ii) Multi Family Residential Units
199.65

3.C.2.e. The City Wide Park fee credit attributable to Section 3.C.2.a.v and Section 3.B.3.z shall be as follows:

i) Single Family Residential Units

128.21

ii) Multi Family Residential Units

128.21

3.C.2.f. The credits set forth above shall be annually increased by any indexing or percentage increase to which the related fee is subject.

3.C.3. Fee Adjustments and Reimbursement.

3.C.3.a. City and Landowner agree that the Traffic Mitigation fee in effect for construction within the North Central Roseville Specific Plan area includes substantial allocations for construction of certain road and bridge improvements within the Northeast Roseville Specific Plan ("NERSP") area, including, but not limited to, the Roseville Parkway and the Secret and Miner's Ravine Crossings. City agrees that in the event that development is permitted or entitlements are granted within the area shown as NERSP Urban Reserve on Exhibit K during a 10 year period following the effective date of this agreement, City shall, not less often than annually, recalculate and adjust the Traffic Mitigation fees for the property subject to this Agreement. City agrees that City shall reimburse the NCRSP CFD in an amount equal to the previously paid portion of Traffic Mitigation fees collected within the NCRSP Area which are equal to any reduction of the fee attributable to such adjustment, provided that such reimbursement shall be limited to amounts which are attributable to increases in the use of NERSP facilities by trips originating or ending within the NERSP Urban Reserve. Landowner agrees that, in the event that circulation improvements are required to be constructed in the NERSP Urban Reserve which benefit NCRSP property, City shall accordingly adjust and increase the Traffic Mitigation Fee for the NCRSP in the normal and customary manner at its next annual review.

3.C.3.b. City shall reimburse the CFD for that portion of the capacity of the Water Main shown on Exhibit H which is attributable to any present or future requirement of the Northwest Specific Plan area not later than thirty (30) days following acceptance by City of such Mains. Such reimbursement shall be in an amount not less than ONE-MILLION TWENTY-EIGHT THOUSAND DOLLARS (\$1,028,000).

3.C.3.c. Subject to the limitations set forth in this Section 3.C.3.c, City shall reimburse the CFD for that capacity within the Water Mains shown on Exhibit H

which is attributable to requirements of the North Industrial Plan Area in an amount not less than \$800,000, as, when and if users within the North Industrial Plan area are issued building permits. City agrees that it will issue no building permits within the North Industrial Plan Area unless and until the applicant therefor has paid a fair and proportional share of the cost of the oversizing financed by the CFD. City stipulates that the capacity in the Mains arising from such oversizing for the North Industrial Plan Area is Ten Million (10,000,000) gallons per day.

3.C.3.d. In the event that the undeveloped parcels immediately south of the Plan Area, north of Atlantic Street, and west of Harding Boulevard cannot be included in the CFD in accordance with Section 3.C.1.a hereof, City agrees that City will require such properties to reimburse the CFD for the pro rata share of the improvements described in Section 3.B.3 which benefit such parcels as a condition of granting such parcels a use permit, a building permit or other entitlement to development.

3.C.3.e. Any other costs with respect to which City has agreed, in writing, prior to the effective date of this Agreement, to reimburse Landowner or its predecessors in interest.

3.D. Drainage Improvements.

3.D.1. Parcel 49 Detention Basin. Landowner shall construct or cause to be constructed not later than August 1, 1992, in the northwest corner of Parcel 49 a detention basin with a capacity of not less than 10 acre-feet. Landowner agrees that City may impose special regulations limiting the use of the area of the basin at the time of issuance of a use permit for any portion of Parcel 49 which includes the basin.

3.D.2. Parcel 101 Detention Basin. Landowner shall construct or cause to be constructed not later than August 1, 1992, at the westerly end of 101 a detention basin with a capacity of not less than 45 acre-feet.

3.D.3. Parcel 87 Detention Basin. Landowner shall construct or cause to be constructed, not later than October 1, 1991, on Parcel 87 a detention basin with a capacity of not less than 45 acre-feet.

3.D.4. Regional or City-Wide Retention Facility.

3.D.4.a. Landowner acknowledges that certain off-site drainage facilities may be required to provide retention of water runoff from the Property. It is contemplated that such facility or facilities will be a

component(s) of a regional water runoff retention program. Landowner agrees that development within the Property will be subject to a regional drainage facilities fee (the "Drainage Fee"), to be enacted by local ordinance, in accordance with Section 66000 of the Government Code, which will be applicable to all property within the North Central Specific Plan area, the North Industrial Plan area, the Northwest Specific Plan area and any other land to the west or north of such area which may be annexed to the City or for which land use may be granted by the City. Landowner waives herewith any objection to the collection of such a one-time fee or charge (the "Interim Fee"), upon the issuance of a building permit, provided that such fee does not exceed:

- (i) Single family residential
\$300/unit
- (ii) Multi-family residential
\$ 40/unit
- (iii) Commercial construction
\$0.10/sq. ft.
- (iv) Business and Professional
\$0.10/sq. ft. construction
- (v) Light industrial construction
\$0.10/sq. ft.

3.D.4.b. City agrees that, in the event that City has not commenced environmental review for a specific project for regional or City-wide retention and adopted the Drainage Fee on or before February 1, 1992, Landowner (or other owners within the Plan Area) may, then or at any time thereafter, give City six months notice that Landowner (or such other owners) intends to provide retention facilities which will adequately mitigate the impacts of development of the Property with respect to water runoff and retention. City agrees that it will initiate proceedings to form an assessment district or other financing mechanism and, to the extent lawful, levy a fee or an assessment or both for that purpose and that the proceeds of such fee or assessment shall be utilized exclusively for providing a retention facilities for the Plan Area. Landowner waives any right to protest the formation of such a district or any assessment or fee to the extent that such assessment or fee is utilized exclusively for retention facilities to serve the Plan Area. Subsequent to the levy of the fee or assessment or both, the Interim Fee shall no longer be collected. City agrees that the provisions of this Section 3.D.4 shall be the sole and exclusive measure or remedy adopted by City for the purposes of mitigating

water runoff impacts.

3.E. Equitable Consideration. Landowner's contributions with respect to the construction of all circulation facilities, elementary and intermediate schools, and other infrastructure improvements referred to herein shall be taken equitably into account in connection with the formation of, and apportionment of the amount of, any assessment levied by any improvement assessment district or other financing mechanism, formed by the City of Roseville, after the date of this Agreement, which includes all or any part of the Property. The provisions of this Agreement shall not be construed to constitute a waiver by either party of participation by Landowner in any benefit assessment district which may be formed or other financing mechanism for the construction of circulation or other infrastructure improvements.

3.F. School Sites and Construction Assistance.

3.F.1. Purchase of Elementary and Intermediate Sites. Landowner agrees to enter into a purchase and sale agreement with the Roseville City School District, or some entity designated by District as purchaser, for the purchase of an 8.0-acre site, more or less, shown as Parcel 72, a 18.4-acre site, more or less, shown as Parcel 73, and an 8.0-acre site, more or less, shown as Parcel 74, all as shown on the Schematic Development Plan, for use as school sites. The closing date for the purchase of such sites shall be not later than January 1, 1993 as to Parcels 72 and 73 and not later than January 1, 1996 as to Parcel 74.

3.F.2. Lease of Sites. Landowner agrees to enter into a lease agreement with the Roseville City School District in which rent to District shall not exceed \$1.00 per site per year through the close of escrow for the purchase of each site.

3.F.3. CFD Construction Assistance.

3.F.3.a. City and Landowner will include the sum of \$9,297,778 in the NCRSP CFD for the purposes of providing i) 50% of the cost of a K-6 School (K-6 #1) to be located on Parcel 72, ii) 50% of the cost of an Intermediate School to be located on Parcel 73, and iii) Seventy-Thousand Dollars (\$70,000) for planning costs for a K-6 School (K-6 #2) to be located on Parcel 74.

3.F.3.b. In the event that funding is not available from the State of California for the balance of the cost of the schools specified in Section 3.F.3.a, City and Landowner agree that the amount specified above shall be increased to \$10,246,023 and that such increased sum shall be used to finance i) 100% of the cost of the K-6 School (K-6 #1) on Parcel 72 ii) 100% of that portion of the cost of the Intermediate School which

is attributable to the need to accommodate 302 7-8 grade students residing within the Plan area, and iii) Seventy-Thousand Dollars (\$70,000) for planning costs for a K-6 School (K-6 #2) to be located on Parcel 74.

3.F.3.c. City shall allocate the sum of \$9,297,778 from the net proceeds of the first series of bonds issued by the NCRSP CFD for the purposes described in Section 3.F.3.a and such sum shall be maintained in three separate interest bearing accounts under the joint custody of the City and the City School District. \$5,985,537 shall be deposited in an Intermediate School Account, \$3,242,241 shall be deposited in the K-6 #1 Account and \$70,000 shall be deposited in the K-6 #2 Account. No more than \$4,359,245 shall be disbursed from the Intermediate School Account unless and until the State of California has made an irrevocable commitment to fund the Intermediate School described in Section 3.F.3.a. An authorization without apportionment shall constitute an irrevocable commitment. In the event that the State of California has not made such an irrevocable commitment on or prior to January 1, 1993, the custodians of the Intermediate account shall transfer \$1,580,042 to the K-6 #1 Account and such sum shall be used solely for the purpose of financing construction of the K-6 School on Parcel 72. In the event of such a transfer, Landowner and City agree that a supplementary tax shall be levied by the CFD in an amount sufficient to support the issuance of a second series of bonds. Such bonds shall be issued by the CFD in an amount sufficient to obtain net proceeds in the amount of \$948,245. Such sum shall be deposited in the K-6 #1 account and, with the fees to be collected pursuant to Section 3.F.5.c, will provide 100% of the cost of the School located on Parcel 72.

3.F.4. Assessment or Tax for Interest Differential. City and Landowner agree that the CFD shall levy an additional tax, in addition to the tax required to finance the facilities described in Section 3.C, in an amount sufficient to fund any differential in interest between the interest rate reimbursable by the State of California and the actual rate of interest paid by the Roseville City School District on any interim financing secured by District in anticipation of the State funding described in Section 3.F.3. Such interim funding shall be used solely for the purposes described in Section 3.F.3.

3.F.5. CFD Elementary School Construction Fee.

3.F.5.a. Landowner agrees that payment shall be made to the CFD, at the time of the issuance of a building permit, of a CFD elementary school construction fee for each residential unit, as follows:

- (i) Parcels 1A, 1B, 2, 3A, 3B, 8, 9, 14 and 15: \$ 995
- (ii) Parcels 4, 5, 6, 7, 10 and 16: \$1395
- (iii) Parcels 20, 21, 24, 25, 26, 27, and 28: \$ 470

3.F.5.b. Such CFD elementary school construction fee shall be for the purposes of providing 50% of the cost of constructing a K-6 School on Parcel 74, with the balance of such costs to be funded by the State of California.

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 20, 21, 24, 25, 26, 27 and 28: \$ 760

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 302 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 416 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.

3.F.5.e. Prior to the earlier of i) January 1, 1993 or ii) the approval by the Office of Local Assistance of the Department of General Services of the State of California of the irrevocable commitment for the State funding described in Section 3.F.3., Landowner,

upon the occasion of an application for a residential building permit(s), shall provide to City a letter of credit, cash deposit or other security acceptable to City, in the amount of the difference between the fees specified in Section 3.F.5.a and the fees specified in Section and 3.F.5.c for the residential unit(s) for which the building permit(s) is (are) to be issued. City shall hold, in trust, such letter, deposit or other security, to effect the purposes of this Section. Upon the approval of the irrevocable commitment, City shall return the deposit, letter of credit or other security to Landowner. In the event that such commitment has not been made by January 1, 1993, the City shall deposit the cash, security or proceeds of the letter of credit in the accounts specified in Section 3.F.3.c.

3.F.5.f. The fees for which provision is made by this Section 3.F.5 shall be collected by the City on behalf of the CFD and shall be maintained in an interest bearing account, under the joint control of City and Roseville City School District, the proceeds of which shall be made available solely for the purposes set forth in this Section 3.F.5.

3.F.5.g. The 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.

3.F.6. Purchase Price of School Sites. It is understood that the purchase price of the sites described in Section 3.F.1 shall be the lesser of 1) \$97,500 per acre, increased annually, in the first week of February of each calendar year, by the amount of the rate of interest paid by the CFD on the first series of bonds issued by the CFD, or 2) the fair market value of the sites based upon the rules, regulations and procedures of the Office of Local Assistance of the Department of General Services of the State of California, such value to be calculated as of the date of actual purchase.

3.F.7. Frontage Improvements. It is understood that the cost of frontage improvements (including pavement, sidewalk, curb, gutter, utilities and street lights) which are adjacent to Parcels 72, 73 and 74 is included in the sums specified in Sections 3.F.3 and 3.F.5. District will allocate the appropriate amounts from the accounts described in Section 3.F.3.c. for the construction of the frontage improvements within 90 days of the acceptance of such improvements and shall thereupon reimburse either the CFD or such other person or entity as may be responsible for the construction of such

improvements.

3.F.8. Enforceability.

3.F.8.a. The obligation of City and Landowner to include the financing of the facilities in the CFD as described in Sections 3.F.3, 3.F.4 and 3.F.5 is expressly contingent upon the entry of the Roseville City School District into a lawful and enforceable agreement with City and Landowner (the "Tripartite Agreement") providing that implementation of the foregoing Sections 3.F.1 through 3.F.6 shall constitute, for a period of ten (10) years following the formation of the CFD, full and complete satisfaction of any and all present and/or future obligations of Landowner with respect to Sections 53080 and 65995 et seq. of the Government Code (or any state or local statute or ordinance imposing any fee or exaction for the financing, construction or provision of K-8 school facilities) as they may apply to each and every parcel (including all non-residential parcels) within the Property, regardless of type or intensity of land use.

3.F.8.b. The Tripartite Agreement shall further provide: i) that District, for a period of ten (10) years following the formation of the CFD, will waive any and all claims against City and Landowner with respect to, and shall make no effort or attempt to enjoin the issuance of maps, permits or other entitlements to development granted pursuant to this Agreement, nor shall it seek damages or any other legal or equitable remedy against City or Landowner with respect to the issuance or approval of such maps, permits or entitlements, provided that City and Landowner shall have complied with the requirements of Sections 3.F.1 through 3.F.6 and ii) that City shall not refrain, on the grounds of impacts to or upon the Roseville City School District or its facilities, from approving or issuing maps, permits or entitlements for development granted pursuant to this Agreement so long as Landowner has performed Landowner's obligations as set forth in the foregoing Sections 3.F.1. through 3.F.6.

3.F.8.c. The Tripartite Agreement shall further provide that if the Roseville City School District should ever levy a fee that is less than sixty percent (60.0%) of the maximum fee permissible under Sections 53080 or 65995 et seq. of the Government Code of the State of California or any successor, replacement, companion or substitute State statute applicable to K-12 fees, then a credit shall be given against the CFD fees otherwise payable pursuant to Section 3.F.5 hereof in the amount of the difference between the amount levied and sixty (60.0%) of the maximum permissible fee.

3.F.8.d. The Tripartite agreement shall be in recordable form and shall run with the Property as a covenant.

3.F.9. High School District

3.F.9.a. City and Landowner agree that the land use approved pursuant to the Plan will result in the generation of 503 additional students attending grades 9-12 in the Roseville Joint Union High School District. In further consideration of this Agreement, Landowner agrees that each single family residential unit will pay an adjusted high school impact fee of TWO-THOUSAND THREE-HUNDRED FIFTY DOLLARS (\$2,350) and each multi-family unit will pay an adjusted high impact school fee of FIVE-HUNDRED TEN DOLLARS (\$510), which shall be due and payable at the time the building permit for each such unit is issued by City. The amount of the adjusted high school impact fees shall be annually increased 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.

3.F.9.b. Any fees due and payable pursuant to the obligation created by this Section 3.F.9 shall be credited in full against the obligations created under Section 50380 or 65995 of the Government Code or any successor, substitute or similar statute or local ordinance, which would be payable to the Roseville Joint Union High School District or any successor District serving the Property. Such credits shall be annually increased by the same percentage as any increase in the fee established pursuant to Section 3.F.9.a. Nothing in this Agreement shall be construed to require Landowner to pay any fees under Section 53080 or 65995 of the Government Code or any successor, substitute or similar statute or local ordinance which would result in fees (inclusive of the amounts specified in Section 3.F.9.a) in excess of those set forth in Section 3.F.9.a, except as expressly provided in Section 3.F.9.d, below. In the event that the Roseville Joint Union High School District levies a fee that is less than thirty-seven and one-half percent (37.5%) of the maximum fee permissible under Section 53080 or 65995 of the Government Code of the State of California or any successor, replacement or substitute state statute or local ordinance or regulation, then such offsetting credit shall be increased by the amount of the difference between the fee levied and thirty-seven and one-half percent (37.5%) of the maximum permissible fee.

3.F.9.c. City and Landowner agree that any amounts collected pursuant to this Section 3.F.9, in excess of the fees that would otherwise be payable under Section 53080 or 65995 of the Government Code or any successor, substitute or similar statute or ordinance (the "Surcharge Amounts") shall be used solely for the purpose of constructing a High School within or adjacent to the area encompassed within the Schematic Development Plan of the Northwest Roseville Specific Plan, a copy of which is attached hereto as Exhibit L. City, City's Assignee or the Roseville Joint Union High School District shall segregate and account for the Surcharge Amounts and shall maintain such surcharge amounts in a segregated, interest bearing account.

3.F.9.d. In the event that the amount due pursuant to this Section 3.F.9 is less than an amount which could be lawfully imposed or collected but for this Agreement, this Agreement shall not be construed as a limitation on such higher amount, provided, however, that this section 3.F.9 shall then be deemed inapplicable in its entirety.

3.G. Landscape and Lighting District.

3.G.1. Formation.

3.G.1.a Consent and Waiver. Landowner consents to and shall cooperate in forming a Landscape and Lighting District pursuant to the provisions of Section 22500, et seq., of the Streets and Highways Code of the State of California and consents herewith to the levy of such assessments as are necessary to maintain landscaping of the Scenic Corridors as shown on Exhibit F and in accordance with the Landscape Design Guidelines (to be adopted pursuant to Section 3.G.7) to maintain the trees in the setback strips as described in Section 2.E.3 of this Agreement, to maintain the wetland preserve areas (subject to the limitations set forth in Section 3.G.2.e.) and to perform such other obligations as are described in Section 3.G.2. Nothing in this Section 3.G.1. shall be construed as an agreement to any specific allocation of assessment, burden or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit.

3.G.1.b. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City of Roseville, the Roseville City School District or the Roseville Joint Union High School District shall be excluded from any assessment to be imposed by the District.

3.G.2. Obligations. The Landscape and Lighting District formed pursuant to Section 3.G.1 shall:

3.G.2.a. provide a mechanism for the perpetual maintenance of approximately 65.0 acres, more or less, 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;

3.G.2.b. maintain the trees in the setback strips and to perform autumn leaf cleanup in accordance with Section 2.E.3;

3.G.2.c. maintain all public pedestrian or bicycle pathways which connect single-family residential parcels to the Roseville Parkway, Pleasant Grove Boulevard or Washington Boulevard and to all park sites, to the extent that such pathways are not within or adjacent to public streets;

3.G.2.d. maintain all pedestrian and bicycle pathways within the wetland preserve and setback areas (including the easement areas created pursuant to Section 2.E.6.b) and the landscape easement area along the southern boundary of Parcel 7;

3.G.2.e. maintain the park preserve and wetland preserve areas in accordance with Section 2.E; provided however, that costs arising out of compliance with the 404 Permit shall be assessed exclusively upon the Property and not upon any other parcels within the District;

3.G.2.f. maintain the detention basins described in Sections 3.D.1, 3.D.2, and 3.D.3.

3.G.2.g. Maintain turf and landscaping on Parcels 50A, 50B, 50C, 50D, 51, 52, 53, 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.

3.G.2.h. Conduct, manage and finance the mitigation monitoring, and the annual review thereof, as required pursuant to Section 8 and Appendix A of the NCRSP, as such Plan reads on the effective date of this

Agreement.

3.G.3. Installation of Median Corridor Improvements. As set forth in Section 3.B.3.n, the CFD shall install or cause to be installed 5.3 acres, more or less, of median landscape improvements, including plants, irrigation, and grading, in the Scenic Corridors shown in Exhibit F. City need not accept the road improvements in such Scenic Corridors prior to completion of installation of the median landscaping.

3.G.4. Installation of Scenic Corridor Setback Improvements. Within one (1) year of the earlier of the issuance of a use permit, building permit or the recordation of a final residential subdivision map on any parcel, Landowner shall install landscaping improvements within any portions of the Scenic Corridors (shown on Exhibit F) which are immediately adjacent to the parcel which is the subject of such use permit or building permit. Such landscaping improvements shall be installed in accordance with the Landscape Design Guidelines, to be adopted in accordance with Section 3.G.7.

3.G.5. Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or Maintenance Easements to the Landscape and Lighting District, Landowner or City or their agents, employees, successors, assigns, agents and employees to perform the maintenance obligations described in section 3.G.6, for the purpose of entry onto Landowner's or City property (including streets, easements and rights-of-way) to perform such maintenance obligations.

3.G.6. Maintenance by District. City and Landowner agree that the Scenic Corridors (including medians) shown in Exhibit F, street trees adjacent to local and collector streets as described in Section 2.E.3, wetland preserves and floodway parcels which are located within the Plan Area, whether owned by City or Landowner, shall be maintained by the Landscape and Lighting District, in accordance with the Landscape Design Guidelines, to be adopted in accordance with Section 3.G.7 and, where applicable, the 404 Permit.

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.

3.H. Highway 65 Interchanges. Landowner agrees that the Property or portions thereof may be included in one or more assessment districts or other financing mechanism (or zones of such districts or mechanism) to be formed by the City of Roseville or its designee for the purposes of constructing Highway 65 interchanges at, Pleasant Grove, Blue Oaks and Sunset Boulevards.

Landowner waives herewith any objection and consents to and will cooperate with City in the formation of such districts (or zones) or mechanism and the inclusion of the Property within such districts (or zones) or mechanism. Nothing in this Section 3.H shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit. City expressly acknowledges that parcels and property within the Northwest Roseville Specific Plan area, as shown on Exhibit L will bear an equitable and proportional share of the cost of construction of the Pleasant Grove and Blue Oaks interchanges.

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 51. Such spaces shall be reserved for Park and Ride use from 6:30 a.m. until 6:30 p.m., Monday through Friday.

3.J. Transportation System Management. All employers operating within the Property shall comply with the City Transportation System Management ("TSM") ordinance, as such ordinance may be amended from time to time, with the TSM policies and elements described for the Plan Area on pages 5-26 and 5-27 of the North Central Roseville Specific Plan, and with policy 5.8.8 as described on page 5-32 of the North Central Roseville Specific Plan, as the Plan provides on the effective date of this Agreement.

3.K. Regional Air Quality. Landowner agrees to use its best efforts to comply with the existing regional air quality plan and with the pending amendment of the regional air quality plan, once such amended plan is adopted by the City, provided such amended plan is applied uniformly throughout the City.

3.L. Removal of Rocks. Pursuant to the Plan, City may remove all, or portions, of the rock walls located on any parcel within the Property, other than from Parcels 84 and 93. From the date of issuance of the grading permit or use permit, whichever is issued first, City shall notify Landowner within five (5) working days that City intends to remove such rock walls, or portions thereof, and shall, at City's sole expense, remove them within thirty (30) days thereafter.

3.M. Applications for Permits and Entitlements.

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

applications in a timely manner.

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

3.M.3. Maps and Permits. Provided that the CFD has been formed in accordance with Section 3.C, hereof, and further provided that the Landscaping and Lighting District has been formed in accordance with Section 3.G.1, hereof, and further provided that Landowner is not in default under this Agreement, City shall not refrain from approving subdivision or parcel maps nor shall it cease to issue building permits. No application for tentative maps or use permits shall be accepted, reviewed or processed prior to the formation of the CFD and the LLD.

3.M.4. Personnel. Nothing in this Agreement shall be construed to require City to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of City.

3.M.5. Subdivision Map Act Waiver. Notwithstanding any other provision of this Agreement, or of Sections 66452.1, 66452.2, 66456.2 and 66458, of the Government Code (or any successor or replacement statute), Landowner expressly waives the time limits for review and approval by City of Tentative Maps, Final Maps, and Improvement Plans, to the extent that each such period does not exceed one hundred and fifty (150) days following the filing thereof with City.

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, 24, 25, 26, 27, 28, 30, 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.

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

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

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

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

SECTION 4. DEFAULT, REMEDIES, TERMINATION.

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

After notice and expiration of the thirty-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of the City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

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

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

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

recover attorney's fees and costs for such enforcement.

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

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

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

If City takes no action within thirty (30) days following the hearing required under Section 30.11 of Ordinance 802, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

4.D. Default by City. In the event City does not accept, review, approve or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, City agrees that Landowner shall not be obligated to proceed with or complete

the improvements required under this Agreement, or any phase thereof, nor shall resulting delays in Landowner performance constitute grounds of termination or cancellation of this Agreement.

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

4.F. Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

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

SECTION 5. HOLD HARMLESS AGREEMENT.

Landowner hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from developer's or developer's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner or any of Landowner's contractors or subcontractors, unless such damage or claim arises from the sole negligence or willful misconduct of City. Landowner agrees to and shall defend and indemnify City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement (exclusive of any such actions brought by Landowner, its heirs and assigns).

SECTION 6. PROJECT AS A PRIVATE UNDERTAKING.

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

SECTION 7. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

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

SECTION 8. GENERAL.

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

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

8.C. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

SECTION 9. CONSTRUCTION.

This Agreement shall be subject to and construed in accordance and harmony with Article 30 of Ordinance 802 of the City of Roseville (the Zoning Ordinance) as it may be amended, provided, that such amendments do not affect the rights granted to the parties by this Agreement.

SECTION 10. NOTICES.

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

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

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

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

Roseville Properties Investment Partners Ltd.
c/o RMB Realty, Inc.
2240 Douglas Boulevard, Suite 120
Roseville, California 95661
Attn: Gary Miller

with a copy to:

Kelly, Hart & Hallman
2500 First City Bank Building
201 Main Street
Fort Worth, Texas 76102
Attn: Andrew Rogers, Esq.

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

SECTION 11. FORM OF AGREEMENT; EXHIBITS.

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of 70 pages and thirteen exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A -- Property Description:
A-1 Legal Descriptions of the Regional 65
Centre Property

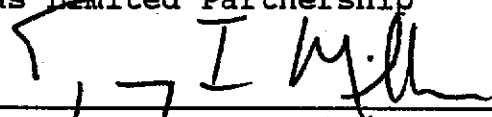
- A-2 Diagrams of the Regional 65 Centre Property
- Exhibit B -- Schematic Development Plan
- Exhibit C -- Table of Land Uses
- Exhibit D -- Golf Course Setback Area
 - D-1 Diagram of Setback/Restriction Area
 - D-2 Legal Description of Setback/Restriction Area
- Exhibit E -- Golf Course Waiver Area
 - E-1 Diagram of Waiver Areas
 - E-2 Legal Description of Waiver Areas
- Exhibit F -- Scenic Corridors
- Exhibit G -- CFD Circulation Improvements
- Exhibit H -- CFD Water Line Improvements
- Exhibit I -- CFD Sewer Line Improvements
- Exhibit J -- CFD Electric Transmission Line Improvements
- Exhibit K -- Northeast Roseville Specific Plan Schematic Development Plan
- Exhibit L -- Northwest Roseville Specific Plan Schematic Development Plan

Approved this 5th day of September, 1990, by the City Council of the City of Roseville.

LANDOWNER:

ROSEVILLE PROPERTIES
 INVESTMENT PARTNERS LTD., a
 Texas Limited Partnership

By: _____



GARY I. MILLER
 General Partner

CITY OF ROSEVILLE

By *[Signature]*
City Manager

APPROVED AS TO FORM:
[Signature]
City Attorney

ATTEST:
[Signature]
City Clerk

STATE OF CALIFORNIA

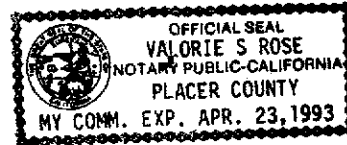
COUNTY OF Placer

On August 1, 1990, before me, the undersigned notary public, personally appeared Gary J. Miller,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person who executed it as general partner on behalf of ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD., a Texas Limited Partnership, and acknowledged to me that he executed it, and that the partnership executed it.

Valorie S. Rose
NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF Placer

On October 9, 1990, before me, the undersigned notary public, personally appeared Allen Johnson,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person who executed it as City Manager on behalf of THE CITY OF ROSEVILLE, and acknowledged to me that he executed it, and that the CITY OF ROSEVILLE executed it.

Helen Florance
NOTARY PUBLIC





MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 1
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears North 71°58'58" East 387.43 feet from the Southwest corner of said Section 22;

thence, North 16°00'33" East 100.04 feet;

thence, Northerly along the arc of a non-tangent curve to the left, concave to the West, having a radius of 5020.00 feet and being subtended by a chord bearing North 09°22'06" East 1624.23 feet;

thence, North 00°03'30" East 502.53 feet;

thence, North 89°41'21" East 162.05 feet;

thence, Southeasterly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 1600.00 feet and being subtended by a chord bearing South 54°02'31" East 1893.04 feet;

thence, South 17°46'24" East 550.00 feet;

thence, Southerly along the arc of a tangent curve to the left, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing South 20°43'00" East 205.41 feet;

thence, South 66°20'23" West 582.59 feet;

thence, Southwesterly along the arc of a tangent curve to the left, concave to the Southeast, having a radius of 1400.00 feet and being subtended by a chord bearing South 50°44'16" West 753.07 feet;

EXHIBIT A-1
1a of 60

0000 0000 0027 0267

07309 60

thence, Southwesterly along the arc of a curve to the left, concave to the Southeast, having a radius of 1000.00 feet and being subtended by a chord bearing South 34°50'41" West 10.16 feet;

thence, Westerly along the arc of a non-tangent curve to the left, concave to the South, having a radius of 2000.00 feet and being subtended by a chord bearing North 68°43'30" West 458.60 feet;

thence, North 75°18'31" West 700.45 feet to the point of beginning;

containing 84.543 acres, more or less.

EXHIBIT A-1
1b of 60

0000 0000 0027 0268

07809

May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Survey
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 2
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27 and Section 28, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A and Parcel B as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 08°06'26" West 1570.75 feet from the Northwest corner of said Section 27;

thence, East 1406.12 feet;

thence, Southerly along the arc of a non-tangent curve to the left, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing South 09°45'08" East 515.96 feet;

thence, Easterly along the arc of a non-tangent curve to the left, concave to the South, having a radius of 2000.00 feet and being subtended by a chord bearing South 68°49'07" West 494.97 feet;

thence, South 61°42'38" West 247.59 feet;

thence, Easterly along the arc of a tangent curve to the right, concave to the North, having a radius of 2800.00 feet and being subtended by a chord bearing South 70°13'19" West 828.82 feet to a point;

thence, along the arc of a non-tangent curve to the right, concave to the East, having a radius of 3119.00 feet and being subtended by a chord bearing North 01°47'49" West 1085.68 feet; thence, East 119.15 feet to the point of beginning;

containing 27.837 acres, more or less.

EXHIBIT A-1

2 of 60

0000 0000 0027 0269

67309

62

May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 3
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 57°13'27" East 1542.52 feet from the Northwest corner of said Section 27;

thence, North 43.65 feet;

thence, Northerly along the arc of a non-tangent curve to the right, concave to the East, having a radius of 1000.00 feet and being subtended by a chord bearing North 17°34'04" East 603.67 feet;

thence, along the arc of a curve to the right, concave to the Southeast, having a radius of 1400.00 feet and being subtended by a chord bearing North 35°18'02" East 8.05 feet;

thence, South 44°16'23" East 455.42 feet;

thence, North 72°47'50" East 530.00 feet;

thence, Southeasterly along the arc of a non-tangent curve to the right, concave to the Southwest, having a radius of 500.00 feet and being subtended by a chord bearing South 38°45'08" East 746.77 feet;

thence, South 17°18'16" East 73.00 feet;

thence, South 46°57'29" East 193.00 feet;

thence, South 38°56'28" East 80.00 feet;

thence, South 21°59'57" East 638.26 feet;

thence, Westerly along the arc of a non-tangent curve to the right, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing South 76°11'18" West 626.04 feet;

thence, North 03°46'00" West 196.98 feet;

EXHIBIT A-1

3a of 60

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thence, Northwesterly along the arc of a tangent curve to the left, concave to the Southwest, having a radius of 1000.00 feet and being subtended by a chord bearing North 46°53'00" West 1366.97 feet;

thence, West 311.94 feet to the point of beginning;

containing 28.477 acres, more or less.

EXHIBIT A-1
3b of 60

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May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 4
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27 and Section 28, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A and Parcel B as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 04°03'42" West 2646.84 feet from the Northwest corner of said Section 27;

thence, Easterly along the arc of a non-tangent curve to the left, concave to the North, having a radius of 2800.00 feet and being subtended by a chord bearing North 70°13'19" East 828.82 feet;

thence, North 61°42'38" East 247.59 feet;

thence, Easterly along the arc of a tangent curve to the right, concave to the South, having a radius of 2000.00 feet and being subtended by a chord bearing North 74°43'20" East 900.61 feet;

thence, North 87°44'03" East 852.53 feet;

thence, Easterly along the arc of a tangent curve to the left, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing North 86°27'48" East 88.71 feet;

thence, South 03°46'00" East 131.72 feet;

thence, Southerly along the arc of a tangent curve to the right, concave to the West, having a radius of 930.00 feet and being subtended by a chord bearing South 04°02'00" West 252.43 feet;

thence, South 11°50'00" West 228.37 feet;

thence, Southeasterly along the arc of a tangent curve to the left, concave to the Northeast, having a radius of 470.00 feet and being subtended by a chord bearing South 55°35'00" East 867.92 feet;

thence, North 57°00'00" East 314.65 feet;

EXHIBIT A-1

4a of 60

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thence, Northeasterly along the arc of a tangent curve to the right, concave to the Southeast, having a radius of 2000.00 feet and being subtended by a chord bearing North 60°45'00" East 261.61 feet;

thence, North 64°30'00" East 158.06 feet;

thence, Northeasterly along the arc of a tangent curve to the left, concave to the Northwest, having a radius of 1030.00 feet and being subtended by a chord bearing North 60°29'30" East 144.00 feet;

thence, South 33°31'01" East 120.00 feet;

thence, Southeasterly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 450.00 feet and being subtended by a chord bearing South 28°17'21" East 82.00 feet;

thence, South 23°03'42" East 19.01 feet;

thence, South 68°42'32" West 199.81 feet;

thence, South 41°34'23" West 166.26 feet;

thence, South 24°12'54" West 239.03 feet;

thence, South 34°04'43" West 335.52 feet;

thence, South 39°59'02" West 226.15 feet;

thence, South 67°58'43" West 163.25 feet;

thence, North 79°36'17" West 615.00 feet;

thence, North 87°41'17" West 610.00 feet;

thence, North 03°28'43" East 520.00 feet;

thence, North 76°01'56" West 150.43 feet;

thence, North 08°05'31" East 198.00 feet;

thence, North 58°58'04" East 150.00 feet;

thence, North 16°28'43" East 40.00 feet;

thence, North 76°01'56" West 100.00 feet;

thence, North 02°01'56" West 150.00 feet;

thence, North 76°01'56" West 50.00 feet;

EXHIBIT A-1

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thence, South $37^{\circ}51'48''$ West 150.25 feet;

thence, North $65^{\circ}44'19''$ West 575.66 feet;

thence, South $70^{\circ}11'00''$ West 1511.62 feet;

thence, North $19^{\circ}49'00''$ West 317.74 feet;

thence, along the arc of a curve to the right, concave to the East, having a radius of 3119.00 feet and being subtended by a chord bearing North $11^{\circ}54'08''$ West 8.99 feet to the point of beginning;

containing 60.377 acres, more or less.

EXHIBIT A-1

4c of 60

0000 0000 0027 0274

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May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 5
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels A and B as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 53°06'50" East 3275.28 feet from the Northwest corner of said Section 27;

thence, Easterly along the arc of a non-tangent curve to the left, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing North 76°36'32" East 597.03 feet;

thence, South 45°32'34" East 1153.46 feet;

thence, Southwesterly along the arc of a non-tangent curve to the right, concave to the Northwest, having a radius of 1030.00 feet and being subtended by a chord bearing South 61°01'29" West 124.88 feet;

thence, South 64°30'00" West 158.06 feet;

thence, Southwesterly along the arc of a tangent curve to the left, concave to the Southeast, having a radius of 2000.00 feet and being subtended by a chord bearing South 60°45'00" West 261.61 feet;

thence, South 57°00'00" West 314.65 feet;

thence, Northwesterly along the arc of a tangent curve to the right, concave to the Northeast, having a radius of 470.00 feet and being subtended by a chord bearing North 55°35'00" West 867.92 feet;

thence, North 11°50'00" East 228.37 feet;

thence, Northerly along the arc of a tangent curve to the left, concave to the West, having a radius of 930.00 feet and being subtended by a chord bearing North 04°02'00" East 252.43 feet;

thence, North 03°46'00" West 131.72 feet to the point of beginning;

containing 28.102 acres, more or less.

EXHIBIT A-1

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07809 29

December 6, 1989
88-0134



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
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Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 6

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southerly line of said Parcel A, said point bears North $18^{\circ}05'00''$ West 1969.62 feet from the Southeast corner of said Section 27;

thence, along said Southerly line, South $88^{\circ}03'43''$ West 570.00 feet;

thence, continuing along said Southerly line, South $67^{\circ}58'43''$ West 336.34 feet;

thence, leaving said Southerly line, North $21^{\circ}34'33''$ East 187.59 feet;

thence, North $30^{\circ}13'33''$ East 282.97 feet;

thence, North $46^{\circ}43'46''$ East 300.75 feet;

thence, South $64^{\circ}30'29''$ East 283.94 feet;

thence, North $63^{\circ}39'55''$ East 208.36 feet;

thence, South $01^{\circ}01'17''$ East 450.00 feet to the point of beginning;

containing an area of 7.247 acres, more or less.

EXHIBIT A-1

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May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
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Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 7
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels A and B as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears North 24°31'04" West 2693.27 feet from the Southeast corner of said Section 27;

thence, North 23°03'42" West 19.01 feet;

thence, Northwesterly along the arc of a tangent curve to the left, concave to the Southwest; having a radius of 450.00 feet and being subtended by a chord bearing North 28°17'21" West 82.00 feet;

thence, North 33°31'01" West 120.00 feet;

thence, Northeasterly along the arc of a non-tangent curve to the left, concave to the Northwest, having a radius of 1030.00 feet and being subtended by a chord bearing North 48°39'30" East 280.46 feet;

thence, North 40°50'00" East 310.06 feet;

thence, Northeasterly along the arc of a tangent curve to the right, concave to the Southeast, having a radius of 900.00 feet and being subtended by a chord bearing North 51°57'01" East 347.06 feet;

thence, South 25°19'06" East 230.01 feet;

thence, North 73°49'36" East 200.00 feet;

thence, South 10°29'20" East 389.69 feet;

thence, South 77°43'26" West 65.77 feet;

thence, South 68°48'19" West 133.84 feet;

EXHIBIT A-1
7a of 60

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thence, South 79°38'23" West 156.90 feet;

thence, South 54°05'11" West 289.18 feet;

thence, South 86°31'45" West 339.59 feet;

thence, South 68°42'32" West 20.23 feet to the point of beginning;

containing 10.554 acres, more or less.

EXHIBIT A-1

7b of 60

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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 8
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels A and B as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 47°14'09" West 2798.33 feet from the Northeast corner of said Section 27;

thence, Northeasterly along the arc of a non-tangent curve to the left, concave to the Northwest, having a radius of 2000.00 feet and being subtended by a chord bearing North 59°26'15" East 597.27 feet;

thence, South 45°32'34" East 879.90 feet;

thence, Southeasterly along the arc of a tangent curve to the left, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing South 47°20'55" East 126.05 feet;

thence, South 40°50'00" West 283.09 feet;

thence, Southwesterly along the arc of a tangent curve to the right, concave to the Northwest, having a radius of 1030.00 feet and being subtended by a chord bearing South 49°11'29" West 299.44 feet;

thence, North 45°32'34" West 1153.46 feet to the point of beginning;

containing 14.291 acres, more or less.

EXHIBIT A-1
8 of 60

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January 19, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 9
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point bearing North $26^{\circ}54'44''$ East 3340.32 feet from the Southwest corner of said Section 26;

thence, North $70^{\circ}51'17''$ West 115.12 feet;

thence, along the arc of a curve to the left, concave Southerly, having a radius of 650.00 feet and being subtended by a chord bearing South $85^{\circ}03'43''$ West 530.48 feet;

thence, South $79^{\circ}30'40''$ West 104.70 feet;

thence, North $10^{\circ}29'20''$ West 521.19 feet;

thence, along the arc of a curve to the right, concave Southerly, having a radius of 3242.00 feet and being subtended by a chord bearing South $85^{\circ}05'02''$ East 300.93 feet;

thence, South $82^{\circ}25'26''$ East 479.30 feet;

thence, along the arc of a curve to the left, concave Easterly, having a radius of 600.00 feet and being subtended by a chord bearing South $05^{\circ}12'09''$ East 311.08 feet;

thence, South $20^{\circ}13'38''$ East 92.43 feet to the point of beginning;

containing 6.879 acres, more or less.

EXHIBIT A-1
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MORTON & PITALO, INC.
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DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 10**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at the Southerly corner of said Parcel A, said point bears North 02°34'50" West 1549.46 feet from the Southeast corner of said Section 27;

thence, along the Southerly line of said Parcel A the following two (2) courses:

- (1) North 01°01'17" West 245.00 feet;
- (2) North 20°11'17" West 360.00 feet;

thence, leaving said Southerly line, North 69°48'43" East 170.97 feet;

thence, South 30°28'43" East 215.38 feet;

thence, North 88°21'48" East 133.57 feet;

thence, North 49°48'49" East 162.31 feet;

thence, South 80°49'37" East 220.18 feet;

thence, North 31°05'55" East 223.92 feet;

thence, North 53°30'15" East 362.29 feet to a point on said Southerly line of Parcel A;

thence, along said Southerly line the following three (3) courses:

- (1) South 01°01'17" East 66.66 feet;
- (2) South 25°18'43" West 550.00 feet;
- (3) South 64°41'34" West 872.68 feet to the point of beginning;

containing an area of 8.529 acres, more or less.

EXHIBIT A-1
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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 14
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 03°24'51" East 673.17 feet from the Northwest corner of said Section 27;

thence, North 22°31'02" East 155.48 feet;

thence, North 27°27'57" East 400.80 feet;

thence, North 16°00'33" East 304.36 feet;

thence, South 75°18'31" East 700.45 feet;

thence, Easterly along the arc of a tangent curve to the right, concave to the South, having a radius of 2000.00 feet and being subtended by a chord bearing South 68°43'30" East 458.62 feet; thence, Southerly along the arc of a non-tangent curve to the left, concave to the East, having a radius of 1000.00 feet and being subtended by a chord bearing South 17°16'37" West 593.98 feet;

thence, South 00°00'00" East 43.65 feet;

thence, West 280.00 feet;

thence, Westerly along the arc of a non-tangent curve to the right, concave to the North, having a radius of 3000.00 feet and being subtended by a chord bearing North 87°06'59" West 301.86 feet;

thence, North 84°13'57" West 200.00 feet;

thence, Westerly along the arc of a tangent curve to the right, concave to the North, having a radius of 1500.00 feet and being subtended by a chord bearing North 76°11'11" West 419.91 feet; thence, North 68°08'25" West 73.93 feet to the point of beginning;

containing an area of 21.481 acres, more or less.

EXHIBIT A-1

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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 15
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 59°55'30" East 1666.32 feet from the Northwest corner of said Section 27;

thence, East 166.89

thence, Southeasterly along the arc of a non-tangent curve to the right, concave to the Southwest, having a radius of 1000.00 feet and being subtended by a chord bearing South 46°53'00" East 1366.97 feet;

thence, South 03°46'00" East 196.98 feet;

thence, Westerly along the arc of a non-tangent curve to the right, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing South 86°27'48" West 88.71 feet;

thence, South 87°44'03" West 852.53 feet;

thence, Westerly along the arc of a tangent curve to the left, concave to the South, having a radius of 2000.00 feet and being subtended by a chord bearing South 81°49'50" West 411.43 feet;

thence, Northerly along the arc of a non-tangent curve to the right, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing North 09°45'08" West 515.96 feet;

thence, East 257.38 feet;

thence, North 720.00 feet to the point of beginning;

containing 28.649 acres, more or less.

EXHIBIT A-1
12 of 60

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07309

May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 20
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 39°31'16" East 528.52 feet from the Northwest corner of said Section 26;

thence, Easterly along the arc of a non-tangent curve to the right, concave to the South, having a radius of 1200.00 feet and being subtended by a chord bearing North 65°33'55" East 548.24 feet;

thence, Easterly along the arc of a compound curve to the right, concave to the South, having a radius of 2000.00 feet and beng subtended by a chord bearing South 78°43'48" East 1530.73 feet;

thence, South 56°13'48" East 168.56 feet;

thence, Southeasterly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 1000.00 feet and being subtended by a chord bearing South 53°19'07" East 101.59 feet;

thence, South 41°35'27" West 1428.57 feet;

thence, Northwesterly along the arc of a tangent curve to the left, concave to the Southwest, having a radius of 2000.00 feet and being subtended by a chord bearing North 59°40'30" West 352.04 feet;

thence, North 25°16'33" East 105.66 feet;

thence, North 41°54'49" East 300.00 feet;

thence, North 48°05'11" West 979.85 feet; thence, South 66°36'19" West 239.39 feet; thence, North 48°05'11" West 358.01 feet to the point of beginning;

containing an area of 36.305 acres, more or less.

EXHIBIT A-1
13 of 60

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January 17, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
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916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 21
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 69°31'49" West 1806.52 feet from the Northeast corner of said Section 27;

thence, North 52°30'17" West 443.68 feet;

thence, Northwesterly along the arc of a tangent curve to the right, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing North 37°57'00" West 1005.21 feet;

thence, North 57°58'28" East 710.50 feet;

thence, South 40°28'36" East 14.00 feet;

thence, South 59°20'00" East 298.33 feet;

thence, South 03°56'43" West 295.29 feet;

thence, South 00°30'36" East 303.09 feet;

thence, South 30°26'26" East 56.73 feet;

thence, South 46°08'31" West 90.70 feet;

thence, South 21°08'03" East 256.59 feet;

thence, South 33°57'57" East 162.17 feet;

thence, South 07°51'40" West 195.27 feet to the point of beginning;

containing an area of 16.503 acres, more or less.

EXHIBIT A-1
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May 21, 1990
89-0266



MORTON & PITALO, INC.
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Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 24
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears North $01^{\circ}18'52''$ West 3406.22 feet from the Southeast corner of said Section 27;

thence, Westerly along the arc of a non-tangent curve to the left, concave to the South, having a radius of 3242.00 feet and being subtended by a chord bearing South $78^{\circ}15'33''$ West 66.04 feet;

thence, South $77^{\circ}30'00''$ West 192.53 feet;

thence, Southwesterly along the arc of a tangent curve to the left, concave to the Southeast, having a radius of 900.00 feet and being subtended by a chord bearing South $59^{\circ}10'00''$ West 566.18 feet;

thence, South $40^{\circ}50'00''$ West 26.96 feet;

thence, Northwesterly along the arc of a non-tangent curve to the right, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing North $47^{\circ}20'55''$ West 126.05 feet;

thence, North $45^{\circ}32'34''$ West 248.01 feet;

thence, North $47^{\circ}15'40''$ East 330.04 feet;

thence, North $45^{\circ}24'31''$ West 638.54 feet;

thence, Northeasterly along the arc of a non-tangent curve to the left, concave to the Northwest, having a radius of 2000.00 feet and being subtended by a chord bearing North $35^{\circ}55'12''$ East 378.45 feet;

thence, Easterly along the arc of a non-tangent curve to the left, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing South $74^{\circ}26'01''$ East 791.31 feet;

**EXHIBIT A-1
15a of 60**

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thence, South $85^{\circ}50'37''$ East 188.92 feet;

thence, Southerly along the arc of a non-tangent curve to the left, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing South $05^{\circ}48'37''$ East 649.45 feet to the point of beginning;

containing an area of 19.663 acres, more or less.

EXHIBIT A-1
15b of 60

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May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
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Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 25
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels B and C as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point bearing North 23°16'27" East 3674.08 feet from the Southwest corner of said Section 26;

thence, North 82°25'26" West 479.30 feet;

thence, along the arc of a curve to the left, concave Southerly, having a radius of 3242.00 feet and being subtended by a chord bearing South 88°12'34" West 1055.28 feet;

thence, along the arc of a curve to the right, concave Easterly, having a radius of 2000.00 feet and being subtended by a chord bearing North 05°48'37" West 649.45 feet;

thence, South 85°50'37" East 727.72 feet;

thence, along the arc of a curve to the right, concave Southwesterly, having a radius of 2000.00 feet and being subtended by a chord bearing South 70°34'41" East 1053.17 feet;

thence, along the arc of a curve to the left, concave Southeasterly, having a radius of 600.00 feet and being subtended by a chord bearing South 24°17'49" West 299.95 feet to the point of beginning;

containing 19.279 acres, more or less.

EXHIBIT A-1
16 of 60

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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 26
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point bearing North 44°18'53" East 3786.46 feet from the Southwest corner of said Section 26;

thence, South 77°50'25" West 604.53 feet;

thence, along the arc of a curve to the left, concave Southwesterly, having a radius of 650.00 feet and being subtended by a chord bearing North 47°57'17" West 505.86 feet;

thence, North 70°51'17" West 176.44 feet;

thence, North 20°13'38" West 92.43 feet;

thence, along the arc of a curve to the right, concave Easterly, having a radius of 600.00 feet and being subtended by a chord bearing North 09°16'20" East 590.90 feet;

thence, along the arc of a curve to the right, concave Southwesterly, having a radius of 2000.00 feet and being subtended by a chord bearing South 51°41'58" East 252.07 feet;

thence, South 48°05'11" East 1172.13 feet to the point of beginning;

containing 12.846 acres, more or less.

EXHIBIT A-1
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January 11, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 27
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southwesterly line of said Parcel C, said point bears North 51°44'31" East 2708.43 feet;

thence, along said Southwesterly line, North 01°01'17" West 574.57 feet;

thence, North 81°35'20" East 901.41 feet;

thence, South 48°05'11" East 387.18 feet;

thence, South 70°43'39" West 515.53 feet;

thence, North 26°58'09" West 111.61 feet;

thence, North 76°28'11" West 170.32 feet;

thence, South 64°20'03" West 173.02 feet;

thence, South 00°14'01" East 171.71 feet;

thence, South 81°57'36" West 115.55 feet;

thence, South 03°58'59" East 104.37 feet;

thence, South 76°16'00" West 210.35 feet to the point of beginning;

containing 9.038 acres, more or less.

EXHIBIT A-1
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January 11, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 28
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southwesterly line of said Parcel C, said point bears North 43°13'45" East 3090.15 feet from the Southwest corner of said Section 26;

thence, along said Southwesterly line the following two (2) courses:

(1) North 01°01'17" West 66.70 feet;

(2) Northerly along the arc of a tangent curve to the left, concave to the West, having a radius of 650.00 feet and being subtended by a chord bearing North 08°58'18" West 179.81 feet;

thence, leaving said Southwesterly line, South 86°04'48" East 191.99 feet;

thence, North 81°35'20" East 537.03 feet;

thence, South 48°05'11" East 266.28 feet;

thence, South 81°35'20" West 901.41 feet to the point of beginning;

containing an area of 3.880 acres, more or less.

EXHIBIT A-1
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07809

May 21, 1990
89-0266



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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 30
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears North $18^{\circ}30'30''$ West 3478.65 feet from the Southeast corner of said Section 27;

thence, North $45^{\circ}32'34''$ West 631.89 feet;

thence, Northeasterly along the arc of a non-tangent curve to the left, concave to the Northwest, having a radius of 2000.00 feet and being subtended by a chord bearing North $46^{\circ}05'58''$ East 331.27 feet;

thence, South $45^{\circ}24'31''$ East 638.54 feet;

thence, South $47^{\circ}15'40''$ West 330.04 feet to the point of beginning;

containing 4.783 acres, more or less.

EXHIBIT A-1
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January 19, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 31
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 65°14'18" West 1730.35 feet from the Northeast corner of said Section 27;

thence, South 52°30'17" East 229.12 feet;

thence, Southeasterly along the arc of a tangent curve to the left, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing South 57°45'51" East 366.66 feet;

thence, Southwesterly along the arc of a non-tangent curve to the right, concave to the Northwest, having a radius of 2000.00 feet and being subtended by a chord bearing South 48°50'15" West 1259.06 feet;

thence, North 21°59'57" West 638.26 feet;

thence, North 38°56'28" West 80.00 feet;

thence, North 63°57'17" East 631.15 feet;

thence, North 37°27'48" East 293.07 feet to the point of beginning;

containing an area of 16.32⁸⁶ acres, more or less.

EXHIBIT A-1
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January 16, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 32
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels B and C as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 54°49'43" West 589.13 feet from the Northeast corner of said Section 27;

thence, South 23°43'59" East 350.00 feet;

thence, South 81°57'49" East 400.00 feet;

thence, Southerly along the arc of a non-tangent curve to the left, concave to the East, having a radius of 1200.00 feet and being subtended by a chord bearing South 18°00'55" West 593.79 feet;

thence, Southerly along the arc of a tangent curve to the left, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing South 03°36'45" West 5.50 feet;

thence, North 85°50'37" West 188.92 feet;

thence, Northwesterly along the arc of a tangent curve to the right, concave to the North, having a radius of 2000.00 feet and being subtended by a chord bearing North 74°26'01" West 791.31 feet;

thence, Northerly along the arc of a non-tangent curve to the left, concave to the West, having a radius of 2000.00 feet and being subtended by a chord bearing North 20°21'01" East 704.27 feet;

thence, North 73°48'50" East 267.10 feet;

thence, South 81°32'30" East 97.39 feet to the point of beginning;

containing an area of 15.118 acres, more or less.

EXHIBIT A-1

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May 21, 1990
89-0266



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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 34
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Sections 23 and 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 89°45'51" West 55.96 feet from the Northeast corner of said Section 26;

thence, South 00°16'12" East 231.84 feet to a point on the Northerly right-of-way line of State Highway 65 Bypass;

thence, along said Northerly line the following five (5) courses:

(1) South 89°43'23" West 45.03 feet;

(2) South 03°21'28" West 410.14 feet;

(3) South 88°11'20" West 590.53 feet;

(4) Northwesterly along the arc of a tangent curve to the right, concave to the Northeast, having a radius of 500.00 feet and being subtended by a chord bearing North 75°18'57" West 283.94 feet; and

(5) North 58°49'13" West 745.57 feet;

thence, leaving said right-of-way line, North 40°22'31" East 1625.56 feet;

thence, North 89°48'31" East 513.66 feet;

thence, Southerly along the arc of a non-tangent curve to the right, concave to the West, having a radius of 1744.00 feet and being subtended by a chord bearing South 00°56'03" East 45.22 feet;

thence, South 00°11'41" East 992.71 feet to the point of beginning.

Containing an area of 41.473 acres, more or less.

EXHIBIT A-1
23 of 60

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07809

May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 35
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at the intersection of the Southerly right-of-way line of State Highway 65 Bypass with the East line of said Section 26, said point bearing South 00°16'37" East 2594.73 feet from the Northeast corner of said Section 26;

thence, South 00°16'37" East 146.76 feet;

thence, South 00°16'08" East 1887.53 feet;

thence, Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 2000.00 feet and being subtended by a chord bearing North 69°54'52" West 142.15 feet;

thence, Northwesterly along the arc of a non-tangent curve to the right, concave to the Northeast, having a radius of 4000.00 feet and being subtended by a chord bearing North 60°01'08" West 1654.06 feet;

thence, North 48°05'11" West 1387.32 feet;

thence, North 83°15'16" East 333.40 feet;

thence, North 63°49'49" East 104.66 feet;

thence, North 47°43'11" East 137.01 feet;

thence, South 79°43'53" East 175.23 feet;

thence, North 08°12'25" East 100.18 feet;

thence, North 73°31'33" East 121.12 feet;

thence, North 43°12'32" East 135.07 feet;

thence, North 15°20'46" East 195.55 feet;

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thence, North 54°07'46" East 277.88 feet;

thence, North 46°54'23" East 310.82 feet;

thence, North 32°49'29" East 296.76 feet;

thence, North 66°34'32" East 110.73 feet;

thence, North 53°11'49" East 127.12 feet;

thence, South 73°14'26" East 126.16 feet; thence, North 71°21'30" East 195.00 feet to a point in said Southerly line of State Highway 65 Bypass;

thence, along said Southerly line the following three (3) courses:

(1) Southeasterly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 1250.00 feet and being subtended by a chord bearing South 26°44'10" East 709.72 feet;

(2) South 10°14'38" East 479.55 feet;

(3) North 89°43'23" East 89.00 feet to the point of beginning;

containing an area of 101.786 acres, more or less.

EXHIBIT A-1
24b of 60

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May 21, 1990
89-0266



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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 38
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 26;

thence, along the South line of said Section 26, South 89°10'44" West 1537.83 feet;

thence, North 00°49'16" West 48.08 feet;

thence, Northerly along the arc of a tangent curve to the right, concave to the East, having a radius of 1400.00 feet and being subtended by a chord bearing North 16°13'59" East 821.18 feet;

thence, North 33°17'15" East 507.49 feet;

thence, Southeasterly along the arc of a non-tangent curve to the left, concave to the Northeast, having a radius of 4000.00 feet and being subtended by a chord bearing South 64°52'03" East 986.55 feet;

thence, along the arc of a tangent curve to the right, concave Southwesterly, having a radius of 2000.00 feet and being subtended by a chord bearing South 69°54'52" East 142.15 feet to a point on the East line of said Section 26;

thence, along said East line, South 00°16'08" East 770.89 feet to the point of beginning;

containing an area of 33.058 acres, more or less.

EXHIBIT A-1
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May 21, 1990
89-0266



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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 39
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the South line of said Section 26, said point bears South 89°10'44" West 1537.83 feet from the Southeast corner of said Section 26;

thence, South 89°10'44" West 441.81 feet;

thence, North 01°01'17" West 342.42 feet;

thence, North 56°36'17" West 792.87 feet;

thence, North 63°15'29" East 946.43 feet;

thence, North 66°54'36" East 577.72 feet;

thence, Southeasterly along the arc of a non-tangent curve to the left, concave to the Northeast, having a radius of 4000.00 feet and being subtended by a chord bearing South 55°41'51" East 291.24 feet;

thence, South 33°17'15" West 507.49 feet;

thence, Southerly along the arc of a tangent curve to the left, concave to the East, having a radius of 1400.00 feet and being subtended by a chord bearing South 16°13'59" West 821.18 feet;

thence, South 00°49'16" East 48.08 feet to the point of beginning;

containing an area of 24.300 acres, more or less.

EXHIBIT A-1
26 of 60

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May 21, 1990
89-0266



DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 40
(Gross)

MORTON & PITALO, INC.
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916/454-9600
Fax: 916/454-0120

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southwesterly right-of-way line of State Highway 65 Bypass, said point bears South 73°28'15" West 1846.94 feet from the Northeast corner of said Section 26;

thence, along said Southwesterly line the following four (4) courses:

- (1) South 57°56'07" East 600.00 feet;
- (2) South 50°08'34" East 560.59 feet;
- (3) South 53°10'32" East 236.37 feet;
- (4) Southeasterly along the arc of a non-tangent curve to the right, concave to the Southwest, having a radius of 1250.00 feet and being subtended by a chord bearing South 50°16'03" East 126.85 feet;

thence, leaving said Southwesterly line, South 81°48'26" West 170.00 feet;

thence, South 80°31'34" West 195.12 feet;

thence, South 66°27'33" West 194.91 feet;

thence, South 28°37'56" West 156.10 feet;

thence, South 45°34'31" West 270.31 feet;

thence, South 31°29'44" West 162.39 feet;

thence, South 49°37'33" West 302.45 feet;

thence, South 72°45'51" West 79.92 feet;

thence, South 03°49'22" East 152.96 feet;

thence, South 47°59'46" West 279.32 feet;

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thence, North 72°47'26" West 188.57 feet;

thence, South 62°00'03" West 89.29 feet;

thence, South 03°29'29" West 133.87 feet;

thence, North 89°02'37" West 230.50 feet;

thence, South 77°00'39" West 227.81 feet;

thence, North 48°05'11" West 341.98 feet;

thence, North 41°54'49" East 416.36 feet;

thence, Northwesterly along the arc of a tangent curve to the left, concave to the West, having a radius of 1000.00 feet and being subtended by a chord bearing North 12°39'15" East 977.54 feet;

thence, North 74°16'19" East 227.00 feet;

thence, North 32°50'58" East 799.98 feet to the point of beginning;

containing an area of 51.485 acres, more or less.

EXHIBIT A-1
27b of 60

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07809

January 18, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 41
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 57°48'16" West 1023.81 feet from the Northeast corner of said Section 27;

thence, Southerly along the arc of a non-tangent curve to the right, concave to the West, having a radius of 2000.00 feet and being subtended by a chord bearing South 22°29'30" West 556.64 feet;

thence, Northwesterly along the arc of a non-tangent curve to the right, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing North 57°45'51" West 366.66 feet;

thence, North 52°30'17" West 137.79 feet;

thence, North 41°17'06" East 403.52 feet;

thence, South 79°25'19" East 372.49 feet to the point of beginning;

containing an area of 4.909 acres, more or less.

EXHIBIT A-1
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07809

May 21, 1990
89-0266



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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 42
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Sections 23, 26 and 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels B and C as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southwesterly right-of-way line of State Highway 65 Bypass, said point bears North 64°37'49" East 1783.21 feet from the Southwest corner of said Section 23;

thence, along said Southwesterly line the following two (2) courses:

(1) South 58°36'24" East 1837.82 feet;

(2) South 61°22'09" East 400.72 feet;

thence, leaving said Southwesterly line, South 32°50'58" West 799.98 feet;

thence, South 74°16'19" West 227.00 feet;

thence, Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 1000.00 feet and being subtended by a chord bearing North 36°25'04" West 677.88 feet;

thence, North 56°13'48" West 168.56 feet;

thence, Westerly along the arc of a tangent curve to the left, concave to the South, having a radius of 2000.00 feet and being subtended by a chord bearing North 78°43'48" West 1530.73 feet;

thence, Southwesterly along the arc of a compound curve to the left, concave to the Southeast, having a radius of 1200.00 feet and being subtended by a chord bearing South 55°33'17" West 946.04 feet;

thence, North 81°57'49" West 400.00 feet;

thence, North 23°43'59" West 350.00 feet;

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thence, South 81°32'30" East 40.00 feet;
thence, North 72°50'50" East 400.20 feet;
thence, North 20°00'44" East 158.05 feet;
thence, South 60°05'53" East 154.35 feet;
thence, North 34°59'16" East 400.22 feet;
thence, North 51°46'22" East 325.32 feet;
thence, North 75°22'32" East 392.58 feet;
thence, South 83°23'02" East 190.00 feet;
thence, South 87°27'53" East 70.00 feet;
thence, North 44°10'28" East 297.76 feet;
thence, North 55°54'39" East 183.40 feet to the point of beginning;
containing an area of 61.546 acres, more or less.

EXHIBIT A-1

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May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
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916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 43
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22, 23 and 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southwesterly right-of-way line of State Highway 65 Bypass, said point bears North 16°16'11" West 1330.33 feet from the Southeast corner of said Section 22;

thence, along said Southwesterly line the following five (5) courses:

- (1) South 57°56'07" East 85.00 feet;
- (2) North 53°17'21" East 190.17 feet;
- (3) South 86°46'14" East 789.66 feet;
- (4) Easterly along the arc of a tangent curve to the right, concave to the South, having a radius of 400.00 feet and being subtended by a chord bearing South 72°41'19" East 194.65 feet;
- (5) South 58°36'24" East 819.87 feet;

thence, leaving said Southwesterly line, South 60°56'26" West 288.66 feet;

thence, South 78°12'30" West 150.23 feet;

thence, North 83°27'17" West 558.67 feet;

thence, South 67°30'06" West 451.41 feet;

thence, South 50°54'39" West 348.49 feet;

thence, South 16°02'35" West 239.39 feet;

thence, South 34°19'34" West 200.38 feet;

thence, South 55°15'06" West 185.84 feet;

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thence, South 81°30'07" West 131.68 feet;

thence, North 73°24'33" West 147.00 feet;

thence, North 37°29'24" West 135.03 feet;

thence, North 02°32'53" East 171.78 feet;

thence, Northerly along the arc of a tangent curve to the right, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing North 17°18'23" East 1018.98 feet;

thence, North 32°03'53" East 221.83 feet to the point of beginning;

containing an area of 38.716 acres, more or less.

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May 21, 1990
89-0266



DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 44
(Gross)**

MORTON & PITALO, INC.
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Sacramento, Ca 95816
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All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels B and C as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 56°09'37" East 900.28 feet from the Northwest corner of said Section 26;

thence, South 48°05'11" East 979.85 feet;

thence, South 41°54'49" West 300.00 feet;

thence, South 25°16'33" West 105.66 feet;

thence, Westerly along the arc of a non-tangent curve to the left, concave to the South, having a radius of 2000.00 feet and being subtended by a chord bearing North 75°17'02" West 733.03 feet;

thence, North 85°50'37" West 727.72 feet;

thence, Northeasterly along the arc of a non-tangent curve to the right, concave to the Southeast, having a radius of 2000.00 feet and being subtended by a chord bearing North 03°36'45" East 5.50 feet;

thence, Northeasterly along the arc of a tangent curve to the right, concave to the Southeast, having a radius of 1200.00 feet and being subtended by a chord bearing North 24°26'50" East 850.55 feet;

thence, South 48°05'11" East 375.92 feet;

thence, North 41°54'49" East 148.72 feet;

thence, North 66°36'19" East 239.39 feet to the point of beginning;

containing an area of 22.783 acres, more or less.

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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 47
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels A and B as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears North 08°15'46" West 3098.17 feet from the Southeast corner of said Section 27;

thence, North 25°19'06" West 230.01 feet;

thence, Easterly along the arc of a non-tangent curve to the right, concave to the South, having a radius of 900.00 feet and being subtended by a chord bearing North 70°17'01" East 226.11 feet;

thence, North 77°30'00" East 34.72 feet;

thence, South 10°29'20" East 240.02 feet;

thence, South 73°49'36" West 200.00 feet to the point of beginning;

containing 1.268 acres, more or less.

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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 48
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

BEGINNING at a point on the Southwesterly right-of-way line of State Highway 65 Bypass, said point bears North 16°16'11" West 1330.33 feet from the Southeast corner of said Section 22;

thence, leaving said Southwesterly line, South 32°03'53" West 221.83 feet;

thence, Southerly along the arc of a non-tangent curve to the left, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing South 17°28'25" West 1007.69 feet;

thence, South 89°32'28" West 373.32 feet;

thence, South 71°33'23" West 214.53 feet;

thence, South 88°06'03" West 277.28 feet;

thence, North 37°16'34" West 55.85 feet;

thence, North 10°22'03" West 241.37 feet;

thence, North 05°50'38" East 200.41 feet;

thence, North 09°08'12" West 221.25 feet;

thence, North 51°32'42" West 360.42 feet;

thence, North 37°39'34" West 331.53 feet;

thence, North 03°53'52" East 261.80 feet;

thence, North 73°19'37" West 123.61 feet;

thence, North 14°25'47" West 173.58 feet;

thence, North 21°04'50" West 335.20 feet;

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thence, North 34°36'50" East 486.46 feet;
thence, North 26°38'02" West 131.32 feet;
thence, North 36°32'29" East 103.61 feet;
thence, North 12°04'19" East 84.16 feet;
thence, North 40°56'44" West 103.05 feet;
thence, North 00°32'19" East 396.92 feet;
thence, North 40°36'57" East 86.33 feet to a point on said Southeasterly line;
thence, along said Southeasterly line the following five (5) courses:
(1) South 55°16'51" East 1602.48 feet;
(2) Southeasterly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 400.00 feet and being subtended by a chord bearing South 41°22'34" East 192.25 feet;
(3) South 27°28'16" East 785.70 feet;
(4) South 21°35'38" West 165.24 feet; and
(5) South 57°56'07" East 95.00 feet to the point of beginning;
containing an area of 90.015 acres, more or less.

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89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 49
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

BEGINNING at the intersection of the Southwesterly right-of-way line of State Highway 65 Bypass with the Easterly right-of-way line of Washington Boulevard (State Highway 65), said point bears South 64°01'55" East 849.68 feet from the Northwest corner of said Section 22;

thence, along said Southwesterly line the following three (3) courses:

- (1) South 89°56'30" East 85.00 feet;
- (2) Easterly along the arc of a non-tangent curve to the right, concave to the South, having a radius of 1100.00 feet and being subtended by a chord bearing South 71°10'31" East 985.89 feet;
- (3) South 44°33'05" East 1477.73 feet;
- (4) South 02°40'16" West 396.81 feet;

thence, leaving said Southwesterly line, South 09°47'48" West 41.37 feet;

thence, South 24°33'22" West 300.35 feet;

thence, South 15°13'02" West 332.26 feet;

thence, South 04°30'31" East 557.40 feet;

thence, South 60°19'43" West 231.17 feet;

thence, South 75°23'53" West 313.29 feet;

thence, Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 1600.00 feet and being subtended by a chord bearing North 65°18'50" West 1352.22 feet;

thence, South 89°41'21" West 162.05 feet to a point in said Easterly right-of-way line of Washington Boulevard;

thence, along said Easterly line North 00°03'30" East 1072.56 feet and North 01°13'50" East 1515.32 feet to the point of beginning;

containing an area of 108.948 acres, more or less.

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MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 50A
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 54°12'06" East 1427.60 feet from the Northwest corner of said Section 27;

thence, North 90°00'00" East 284.09 feet;

thence, South 00°00'00" East 720.00 feet;

thence, North 90°00'00" West 284.09 feet;

thence, North 00°00'00" West 720.00 feet to the point of beginning;

containing 4.696 acres, more or less.

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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 50B
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point that bears South 36°21'22" East 1930.91 feet from the Northwest corner of said Section 27;

thence, North 00°00'00" East 720.00 feet;

thence, South 90°00'00" East 13.25 feet;

thence, South 00°00'00" West 720.00 feet;

thence, North 90°00'00" West 13.25 feet to the point of beginning;

containing an area of 0.219 acres, more or less.

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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 50C
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point that bears South 34°49'05" East 1894.16 feet from the Northwest corner of said Section 27;

thence, North 00°00'00" East 720.00 feet;

thence, South 90°00'00" East 63.13 feet;

thence, South 00°00'00" West 720.00 feet;

thence, North 90°00'00" West 63.13 feet to the point of beginning;

containing an area of 1.043 acres, more or less.

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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 50D
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point that bears South 31°08'18" East 1816.81 feet from the Northwest corner of said Section 27;

thence, North 00°00'00" East 721.00 feet;

thence, Easterly along the arc of a non-tangent curve to the left, concave to the North, having a radius of 3000.00 feet and being subtended by a chord bearing South 89°15'37" East 77.46 feet;

thence, North 90°00'00" East 64.58 feet;

thence, South 00°00'00" East 720.00 feet;

thence, South 90°00'00" West 142.03 feet to the point of beginning;

containing an area of 2.348 acres, more or less.

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January 18, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 51
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

BEGINNING at a point which bears North $79^{\circ}01'06''$ East 2640.50 feet from the Southwest corner of Section 22;

thence, Northwesterly along the arc of a non-tangent curve to the right, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing North $20^{\circ}35'04''$ West 196.17 feet;

thence, North $17^{\circ}46'24''$ West 550.00 feet;

thence, Northwesterly along the arc of a tangent curve to the left, concave to the Southwest, having a radius of 1600.00 feet and being subtended by a chord bearing North $24^{\circ}47'52''$ West 391.34 feet;

thence, North $75^{\circ}23'53''$ East 226.55 feet;

thence, South $45^{\circ}12'59''$ East 359.38 feet;

thence, South $80^{\circ}38'48''$ East 165.15 feet;

thence, South $55^{\circ}14'18''$ East 206.50 feet;

thence, South $21^{\circ}01'33''$ East 224.28 feet;

thence, South $40^{\circ}28'36''$ East 178.67 feet;

thence, South $57^{\circ}58'28''$ West 710.50 feet to the point of beginning;

containing an area of 11.998 acres, more or less.

EXHIBIT A-1
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January 22, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 52
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears North 82°54'25" East 2065.18 feet from the Southwest corner of said Section 22;

thence, Northeasterly along the arc of a non-tangent curve to the right, concave to the Southeast, having a radius of 1400.00 feet and being subtended by a chord bearing North 66°03'08" East 14.05 feet;

thence, North 66°20'23" East 582.59 feet;

thence, Southeasterly along the arc of a non-tangent curve to the left, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing South 28°26'47" East 333.75 feet;

thence, South 45°53'41" West 147.38 feet;

thence, South 11°52'46" East 1029.33 feet;

thence, South 58°33'03" West 100.12 feet;

thence, Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 500.00 feet and being subtended by a chord bearing North 38°45'08" West 746.77 feet;

thence, North 22°12'13" West 684.41 feet to the point of beginning;

containing 11.001 acres, more or less.

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January 15, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 53
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels A, B and C, as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 01°20'23" East 1913.13 feet from the Northeast corner of said Section 27;

thence, South 10°29'20" East 600.28 feet;

thence, South 72°36'22" West 285.19 feet;

thence, South 77°43'26" West 49.96 feet;

thence, North 10°29'20" West 629.71 feet;

thence, North 77°30'00" East 157.81 feet;

thence, Easterly along the arc of a non-tangent curve to the right, concave to the South, having a radius of 3242.00 feet and being subtended by a chord bearing North 79°13'31" East 175.35 feet to the point of beginning;

containing an area of 4.729 acres, more or less.

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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 54A

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 43°24'02" East 2343.27 feet from the Northwest corner of said Section 26;

thence, North 41°35'27" East 1428.57 feet;

thence, Southeasterly along the arc of a non-tangent curve to the right, concave to the Southwest, having a radius of 1000.00 feet and being subtended by a chord bearing South 47°54'20" East 87.28 feet;

thence, South 41°35'27" West 1420.23 feet;

thence, Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 2000.00 feet and being subtended by a chord bearing North 53°22'15" West 87.61 feet to the point of beginning;

containing an area of 2.855 acres, more or less.

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May 21, 1990
89-0266



MORTON & PITALO, INC.
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 54B

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 43°45'30" East 2429.60 feet from the Northwest corner of said Section 26;

thence, North 41°35'27" East 1420.23 feet;

thence, Southeasterly along the arc of a non-tangent curve to the right, concave to the Southwest, having a radius of 1000.00 feet and being subtended by a chord bearing South 42°52'18" East 88.38 feet;

thence, South 41°35'27" West 1407.94 feet;

thence, Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 2000.00 feet and being subtended by a chord bearing North 50°51'17" West 88.04 feet to the point of beginning;

containing an area of 2.856 acres, more or less.

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May 21, 1990
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DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 56
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 44°00'21" East 2516.99 feet from the Northwest corner of said Section 26;

thence, North 41°35'27" East 1407.94 feet;

thence, Southerly along the arc of a non-tangent curve to the right, concave to the West, having a radius of 1000.00 feet and being subtended by a chord bearing South 00°47'14" East 1315.44 feet;

thence, South 41°54'49" West 416.36 feet;

thence, North 48°05'11" West 804.66 feet;

thence, Northwesterly along the arc of a tangent curve to the left, concave to the Southwest, having a radius of 2000.00 feet and being subtended by a chord bearing North 48°50'24" West 52.61 feet to the point of beginning;

containing an area of 23.087 acres, more or less.

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January 18, 1990
89-0266



MORTON & PITALO, INC.
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1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 61
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

BEGINNING at a point which bears North $54^{\circ}27'11''$ East 2693.03 feet from the Southwest corner of Section 22;

thence, Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 1600.00 feet and being subtended by a chord bearing North $36^{\circ}04'11''$ West 237.01 feet;

thence, North $75^{\circ}23'53''$ East 313.28 feet;

thence, South $14^{\circ}36'07''$ East 220.57 feet;

thence, South $75^{\circ}23'53''$ West 226.55 feet to the point of beginning;

containing an area of 1.351 acres, more or less.

EXHIBIT A-1

45 of 60

0000 0000 0027 0321

07809

February 14, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 62
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 39°33'03" East 528.31 feet from the Northwest corner of said Section 26;

thence, South 48°05'11" East 358.01 feet;

thence, South 41°54'49" West 148.72 feet;

thence, North 48°05'11" West 375.93 feet;

thence, Northeasterly along the arc of a non-tangent curve to the right, concave to the Southeast, having a radius of 1200.00 feet and being subtended by a chord bearing North 48°46'56" East 149.79 feet to the point of beginning;

containing an area of 1.258 acres, more or less.

EXHIBIT A-1
46 of 60

37809

116

January 10, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 64

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at the Northerly corner of that certain tract of land conveyed to the City of Roseville by instrument of record in Book 1092, Page 147, Placer County Records, same being a Southerly interior corner of said Parcel A, said point bears North 07°23'40" West 2479.85 feet from the Southeast corner of said Section 27;

thence, along the Southerly line of said Parcel A, South 65°28'43" West 99.39 feet;

thence, departing said Southerly line, North 38°57'42" East 120.34 feet;

thence, South 68°17'46" East 247.15 feet;

thence, South 25°55'06" East 149.76 feet;

thence, South 13°54'40" West 68.27 feet;

thence, South 30°28'43" East 34.17 feet;

thence, South 69°48'43" West 170.97 feet to a point in said Southerly line of Parcel A;

thence, along said Southerly line, North 20°11'17" West 350.00 feet to the point of beginning;

containing 1.461 acres, more or less.

EXHIBIT A-1
47 of 60

0000 0000 0027 0322

07809

January 19, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 72
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 73°27'00" East 1879.59 feet from the Northwest corner of said Section 27;

thence, North 44°16'23" West 455.42 feet;

thence, Northeasterly along the arc of a non-tangent curve to the right, concave to the Southeast, having a radius of 1400.00 feet and being subtended by a chord bearing North 50°36'54" East 731.75 feet;

thence, South 22°12'13" East 684.41 feet;

thence, South 72°47'50" West 530.00 feet;

containing an area of 8.506 acres, more or less.

EXHIBIT A-1
48 of 60

0000 0000 0027 0323

07809

May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 73
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27 and Section 28, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Easterly right-of-way line of Washington Boulevard, (State Highway 65), said point bears South 08°06'26" East 1570.75 feet from the Northwest corner of said Section 27;

thence, along said Easterly line along the arc of a tangent curve to the right, concave to the East, having a radius of 3119.00 feet and being subtended by a chord bearing North 15°22'18" East 775.95 feet; and North 22°31'02" East 146.01 feet;

thence, leaving said Easterly line, South 68°08'25" East 73.93 feet;

thence, Easterly along the arc of a tangent curve to the left, concave to the North, having a radius of 1500.00 feet and being subtended by a chord bearing South 76°11'11" East 419.91 feet;

thence, South 84°13'57" East 200.00 feet;

thence, Easterly along the arc of a tangent curve to the left, concave to the North, having a radius of 3000.00 feet and being subtended by a chord bearing South 86°22'36" East 224.47 feet;

thence, South 00°00'00" West 721.00 feet;

thence, North 90°00'00" West 1161.00 feet to the point of beginning;

containing an area of 19.057 acres, more or less.

EXHIBIT A-1
49 of 60

0000 0000 0027 0324

67309

December 6, 1989
88-0134



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 74

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels A and C, as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 01°20'23" East 1913.13 feet from the Northwest corner of said Section 26;

thence, Easterly along the arc of a non-tangent curve to the right, concave to the South, having a radius of 3242.00 feet and being subtended by a chord bearing North 86°30'56" East 648.54 feet;

thence, South 10°29'20" East 521.19 feet;

thence, South 79°30'40" West 643.70 feet;

thence, North 10°29'20" West 600.27 feet to the point of beginning;

containing an area of 8.448 acres, more or less.

EXHIBIT A-1
50 of 60

0000 0000 0027 0325

67809

126

May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 80A

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point that bears North 24°35'02" West 2576.64 feet from the Southeast corner of said Section 27;

thence, North 23°03'42" West 116.67 feet;
thence, North 68°42'32" East 20.23 feet;
thence, North 86°31'45" East 339.59 feet;
thence, North 54°05'11" East 289.18 feet;
thence, North 79°38'23" East 156.90 feet;
thence, North 68°48'19" East 70.00 feet;
thence, South 05°05'17" East 209.25 feet;
thence, North 68°17'46" West 50.00 feet;
thence, South 38°57'42" West 120.34 feet;
thence, South 65°28'43" West 230.61 feet;
thence, South 63°39'55" West 208.36 feet;
thence, North 64°30'29" West 283.94 feet;
thence, South 46°43'46" West 13.07 feet to the point of beginning;
containing an area of 3.986 acres, more or less.

EXHIBIT A-1
51 of 60

0000 0000 0027 0326

07809

124

May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 80B

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southerly line of said Parcel A, said point bears North 40°50'29" West 2282.75 feet from the Southeast corner of said Section 27;

thence, along the Southerly line of said Parcel A, South 67°58'43" West 380.41 feet;

thence, leaving said Southerly line, North 39°59'02" East 226.15 feet;

thence, North 34°04'43" East 335.52 feet;

thence, North 24°12'54" East 239.03 feet;

thence, North 41°34'23" East 166.26 feet;

thence, North 68°42'32" East 199.81 feet;

thence, South 23°03'42" East 116.67 feet;

thence, South 46°43'46" West 287.68 feet;

thence, South 30°13'33" West 282.97 feet;

thence, South 21°34'33" West 187.59 feet to the point of beginning;

containing an area of 3.596 acres, more or less.

EXHIBIT A-1
52 of 60

0000 0000 0027 0327

07809

May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
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916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 82
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southwesterly right-of-way line of State Highway 65 Bypass, said point bears South $17^{\circ}53'55''$ West 1565.14 feet from the Northeast corner of said Section 26;

- thence, leaving said Southwesterly line, South $71^{\circ}21'30''$ West 195.00 feet;
- thence, North $73^{\circ}14'26''$ West 126.16 feet;
- thence, South $53^{\circ}11'49''$ West 127.12 feet;
- thence, South $66^{\circ}34'32''$ West 110.73 feet;
- thence, South $32^{\circ}49'29''$ West 296.76 feet;
- thence, South $46^{\circ}54'23''$ West 310.82 feet;
- thence, South $54^{\circ}07'46''$ West 277.88 feet;
- thence, South $15^{\circ}20'46''$ West 195.55 feet;
- thence, South $43^{\circ}12'32''$ West 135.07 feet;
- thence, South $73^{\circ}31'33''$ West 121.12 feet;
- thence, South $08^{\circ}12'25''$ West 100.18 feet;
- thence, North $79^{\circ}43'53''$ West 175.23 feet;
- thence, South $47^{\circ}43'11''$ West 137.01 feet;
- thence, South $63^{\circ}49'49''$ West 104.66 feet;
- thence, South $83^{\circ}15'16''$ West 333.40 feet;

EXHIBIT A-1

53a of 60

0000 0000 0027 032

07309

thence, North 48°05'11" West 113.34 feet;
thence, North 77°00'39" East 227.81 feet;
thence, South 89°02'37" East 230.50 feet;
thence, North 03°29'29" East 133.87 feet;
thence, North 62°00'03" East 89.29 feet;
thence, South 72°47'26" East 188.57 feet;
thence, North 47°59'46" East 279.32 feet;
thence, North 03°49'22" West 152.96 feet;
thence, North 72°45'51" East 79.92 feet;
thence, North 49°37'33" East 302.45 feet;
thence, North 31°29'44" East 162.39 feet;
thence, North 45°34'31" East 270.31 feet;
thence, North 28°37'56" East 156.10 feet;
thence, North 66°27'33" East 194.91 feet;
thence, North 80°31'34" East 195.12 feet;
thence, North 81°48'26" East 170.00 feet;

thence, Southeasterly along the arc of a non-tangent curve to the right, concave to the Southwest, having a radius of 1250.00 feet and being subtended by a chord bearing South 45°17'37" East 90.10 feet to the point of beginning;

containing an area of 6.265 acres, more or less.

EXHIBIT A-1
53b of 60

0000 0000 0027 0329

57309

January 16, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 83
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Sections 22, 23, 26 and 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcels B and C as said parcels are shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southwesterly right-of-way line of State Highway 65 Bypass, said point bears North 61°51'33" East 1730.41 feet from the common section corner of said Sections 22, 23, 26 and 27;

- thence, along said Southwesterly line, South 58°36'24" East 100.02 feet;
- thence, leaving said Southwesterly line, South 55°54'39" West 183.40 feet;
- thence, South 44°10'28" West 297.76 feet;
- thence, North 87°27'53" West 70.00 feet;
- thence, North 83°23'02" West 190.00 feet;
- thence, South 75°22'32" West 392.58 feet;
- thence, South 51°46'22" West 325.32 feet;
- thence, South 34°59'16" West 400.22 feet;
- thence, North 60°05'53" West 154.35 feet;
- thence, South 20°00'44" West 158.05 feet;
- thence, South 72°50'50" West 400.20 feet;
- thence, North 81°32'30" West 137.39 feet;
- thence, South 73°48'50" West 267.10 feet;
- thence, Northerly along the arc of a non-tangent curve to the left, concave to the West, having a radius of 2000.00 feet and being subtended by a chord bearing North 06°22'44" East 267.24 feet;

EXHIBIT A-1
54a of 60

0000 0000 0027 0330

07309

125

thence, North 02°32'53" East 78.59 feet;
thence, South 37°29'24" East 135.03 feet;
thence, South 73°24'33" East 147.00 feet;
thence, North 81°30'07" East 131.68 feet;
thence, North 55°15'06" East 185.84 feet;
thence, North 34°19'34" East 200.38 feet;
thence, North 16°02'35" East 239.39 feet;
thence, North 50°54'39" East 348.49 feet;
thence, North 67°30'06" East 451.41 feet;
thence, South 83°27'17" East 558.67 feet;
thence, North 78°12'30" East 150.23 feet;
thence, North 60°56'26" East 288.66 feet to the point of beginning;
containing an area of 16.657 acres, more or less.

EXHIBIT A-1
54b of 60

0000 0000 0027 0331

07809

126

May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
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Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 84
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears South 57°48'16" West 1023.81 feet from the Northeast corner of said Section 27;

- thence, North 79°25'19" West 372.49 feet;
- thence, South 41°17'06" West 403.52 feet;
- thence, North 52°30'17" West 244.09 feet;
- thence, North 07°51'40" East 195.27 feet;
- thence, North 33°57'57" West 162.17 feet;
- thence, North 21°08'03" West 256.59 feet;
- thence, North 46°08'31" East 90.70 feet;
- thence, North 30°26'26" West 56.73 feet;
- thence, North 00°30'36" West 303.09 feet;
- thence, North 03°56'43" East 295.29 feet;
- thence, North 59°20'00" West 298.33 feet;
- thence, North 40°28'36" West 192.67 feet;
- thence, North 21°01'33" West 224.28 feet;
- thence, North 55°14'18" West 206.50 feet;

EXHIBIT A-1
55a of 60

0000 0000 0027 0332

07309

thence, North 80°38'48" West 165.15 feet;
thence, North 45°12'59" West 359.38 feet;
thence, North 14°36'07" West 220.57 feet;
thence, North 60°19'43" East 231.17 feet;
thence, North 04°30'31" West 557.40 feet;
thence, North 15°13'02" East 332.36 feet;
thence, North 24°33'22" East 300.35 feet;
thence, North 09°47'48" East 41.37 feet;
thence, North 02°40'16" East 396.81 feet to a point on the Southwesterly
right-of-way line of State Highway 65 Bypass;
thence, along said Southwesterly line, South 44°33'05" East 78.93 feet;
thence, continuing along said Southwesterly line, South 55°16'51" East
305.28 feet;
thence, leaving said Southwesterly line, South 40°36'57" West 86.33 feet;
thence, South 00°32'19" West 396.92 feet;
thence, South 40°56'44" East 103.05 feet;
thence, South 12°04'19" West 84.16 feet;
thence, South 36°32'29" West 103.61 feet;
thence, South 26°38'02" East 131.32 feet;
thence, South 34°36'50" West 486.46 feet;
thence, South 21°04'50" East 335.20 feet;
thence, South 14°25'47" East 173.58 feet;
thence, South 73°19'37" East 123.61 feet;
thence, South 03°53'52" West 261.80 feet;
thence, South 37°39'34" East 331.53 feet;

EXHIBIT A-1
55b of 60

0000 0000 0027 0333

07309

128

thence, South 51°32'42" East 360.42 feet;

thence, South 09°08'12" East 221.15 feet;

thence, South 05°50'38" West 200.41 feet;

thence, South 10°22'03" East 241.37 feet;

thence, South 37°16'34" East 55.85 feet;

thence, North 88°06'03" East 277.28 feet;

thence, North 71°33'23" East 214.53 feet;

thence, North 89°32'28" East 373.32 feet;

thence, Southerly along the arc of a non-tangent curve to the left, concave to the East, having a radius of 2000.00 feet and being subtended by a chord bearing South 02°42'55" West 11.67 feet;

thence, South 02°32'53" West 250.37 feet;

thence, Southerly along the arc of a curve to the right, concave to the West, having a radius of 2000.00 feet and being subtended by a chord bearing South 08°31'13" West 416.19 feet to the point of beginning;

containing an area of 37.116 acres, more or less.

EXHIBIT A-1
55c of 60

67809

0000 0000 0027 0334

May 21, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 86
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point bearing North 39°54'20" East 3253.61 feet from the Southwest corner of said Section 26;

thence, Northwesterly along the arc of a non-tangent curve to the left, concave to the Southwest, having a radius of 650.00 feet and being subtended by a chord bearing North 20°59'18" West 92.18 feet;

thence, South-77°50'25" East 604.53 feet;

thence, South 48°05'11" East 221.52 feet;

thence, South 81°35'20" West 537.03 feet;

thence, North 86°04'48" West 191.99 feet to the point of beginning;

containing 2.234 acres, more or less.

EXHIBIT A-1
56 of 60

0000 0000 0027 0335

37809

130

December 6, 1989
88-0134



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 87

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A, as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a Northeasterly corner of said Parcel A, said point bears South 20°36'27" East 2528.39 feet from the Northwest corner of said Section 26;

thence, along the Easterly line of said Parcel A, the following three (3) courses:

- (1) South 17°02'05" East 339.74 feet;
- (2) South 71°58'43" West 25.00 feet;
- (3) South 01°01'17" East 153.34 feet;

thence, leaving said Easterly line South 53°30'15" West 362.29 feet;

thence, South 31°05'55" West 223.92 feet;

thence, North 80°49'37" West 220.18 feet;

thence, South 49°48'49" West 162.31 feet;

thence, South 88°21'48" West 133.57 feet;

thence, North 30°28'43" West 249.55 feet;

thence, North 13°54'40" East 68.27 feet;

thence, North 25°55'06" West 149.76 feet;

thence, North 68°17'46" West 197.15 feet;

thence, North 05°05'17" West 209.25 feet;

thence, North 68°48'19" East 63.84 feet;

EXHIBIT A-1
57a of 60

0000 0000 0027 0336

67809
134

thence, North 77°43'26" East 115.73 feet;
thence, North 72°36'22" East 285.19 feet;
thence, North 79°30'40" East 748.40 feet to the point of beginning;
containing an area of 18.033 acres, more or less.

EXHIBIT A-1
57b of 60

0000 0000 0027 0337

67809

132

January 18, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
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916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 90
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southerly line of said Parcel A, said point bears North 56°20'48" West 3995.26 feet from the Southeast corner of said Section 27;

thence, along said Southerly line, North 76°01'56" West 180.00 feet;

thence, continuing along said Southerly line, North 16°28'43" East 350.14 feet;

thence, leaving said Southerly line, North 37°51'48" East 150.25 feet;

thence, South 76°01'56" East 50.00 feet;

thence, South 02°01'56" East 150.00 feet;

thence, South 76°01'56" East 100.00 feet;

thence, South 16°28'43" West 40.00 feet;

thence, South 58°58'04" West 150.00 feet;

thence, South 08°05'31" West 198.00 feet to the point of beginning;

containing an area of 1.811 acres, more or less.

EXHIBIT A-1
58 of 60

0000 0000 0027 0238

02800 38



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 91
(Gross)

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 22 and Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel B as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point which bears North 87°02'44" West 2503.31 feet from the Northeast corner of said Section 27;

thence, Southeasterly along the arc of a non-tangent curve to the left, concave to the Northeast, having a radius of 2000.00 feet and being subtended by a chord bearing South 42°52'07" East 669.59 feet;

thence, South 52°30'17" East 596.44 feet;

thence, South 37°27'48" West 293.07 feet;

thence, South 63°57'17" West 631.15 feet;

thence, North 46°57'29" West 193.00 feet;

thence, North 17°18'16" West 73.00 feet;

thence, North 58°33'03" East 100.12 feet;

thence, North 11°52'46" West 1029.33 feet;

thence, North 45°53'41" East 147.39 feet to the point of beginning;

containing an area of 15.153 acres, more or less.

EXHIBIT A-1
59 of 60

0000 0000 0027 0339

67809

134



DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 93
(Gross)**

MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel C as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southwesterly line of said Parcel C, said point bears North 72°44'35" East 2790.97 feet from the Southwest corner of said Section 26;

thence, along said Southwesterly line the following two (2) courses:

- (1) North 56°36'17" West 634.42 feet;
- (2) North 01°01'17" West 500.00 feet;

thence, leaving said Southwesterly line, North 76°16'00" East 210.35 feet;

thence, North 03°58'59" West 104.37 feet;

thence, North 81°57'36" East 115.55 feet;

thence, North 00°14'01" West 171.71 feet;

thence, North 64°20'03" East 173.02 feet;

thence, South 76°28'11" East 170.32 feet;

thence, South 26°58'09" East 111.61 feet;

thence, North 70°43'39" East 515.53 feet;

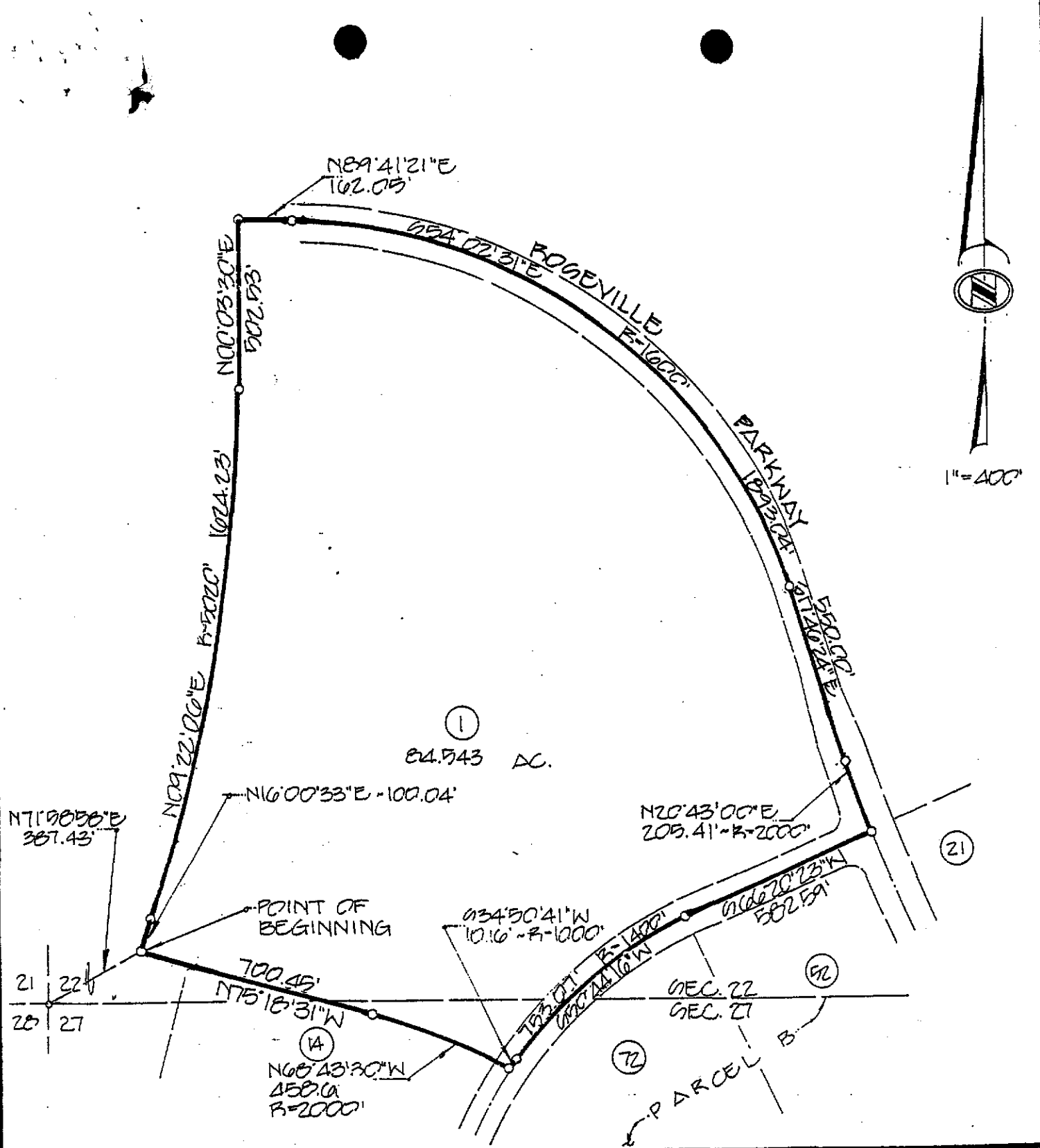
thence, South 48°05'11" East 600.21 feet;


thence, Southeasterly along the arc of a tangent curve to the left, concave to the Northeast, having a radius of 4000.00 feet and being subtended by a chord bearing South 50°50'56" East 385.55 feet;

thence, South 66°54'36" West 577.72 feet;

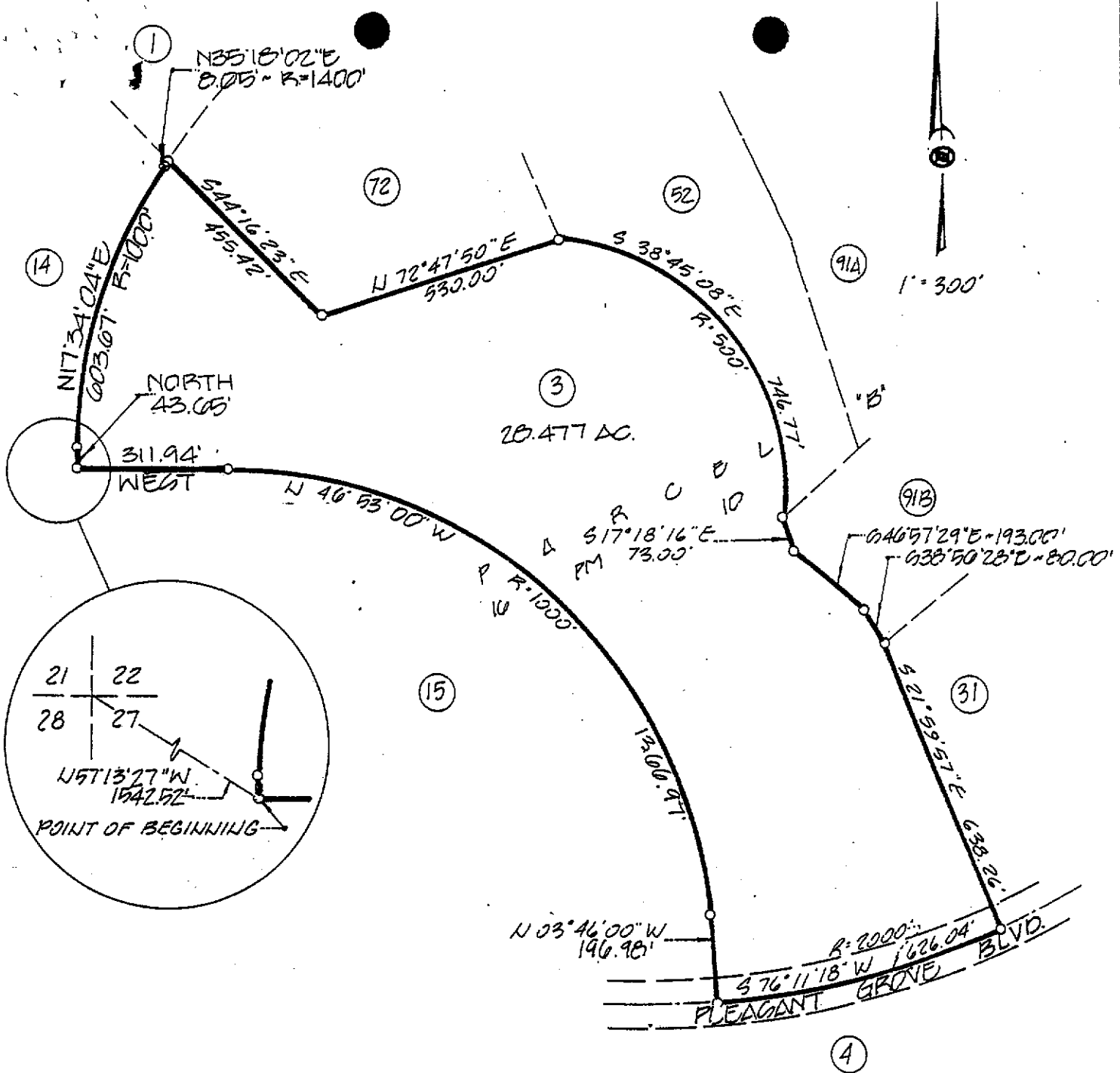
thence, South 63°15'29" West 946.43 feet to the point of beginning;

containing an area of 34.192 acres, more or less.



 MORTON & PITALO, INC. CIVIL ENGINEERING · PLANNING · SURVEYING	DATE MAY 1990
	JOB NO. 890200
	EXHIBIT A-2 1 of 60
PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN PARCEL 1 (GREEN)	

07809
136



MORTON & PITALO, INC.

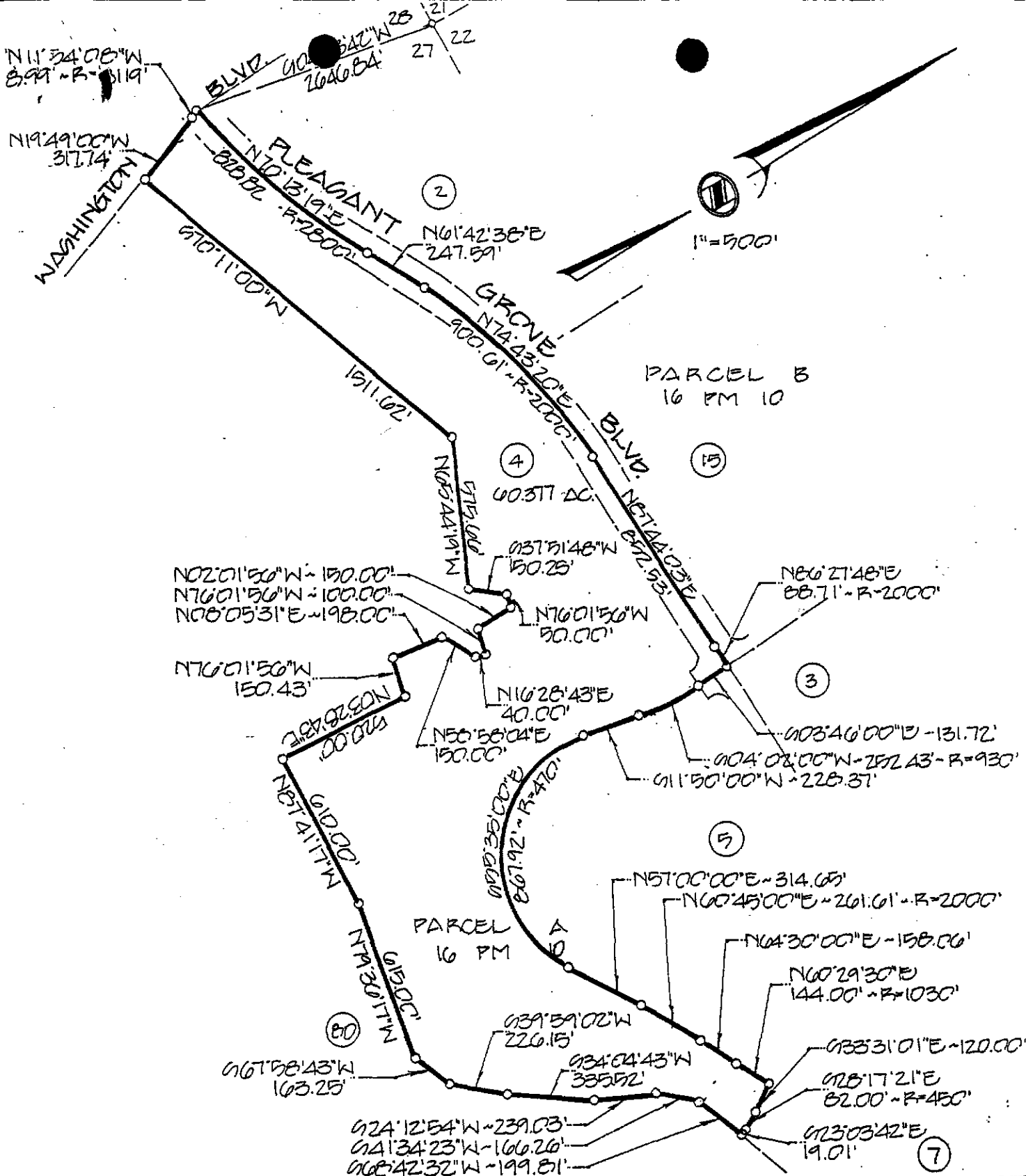
CIVIL ENGINEERING · PLANNING · SURVEYING


DATE
MAY, 1990

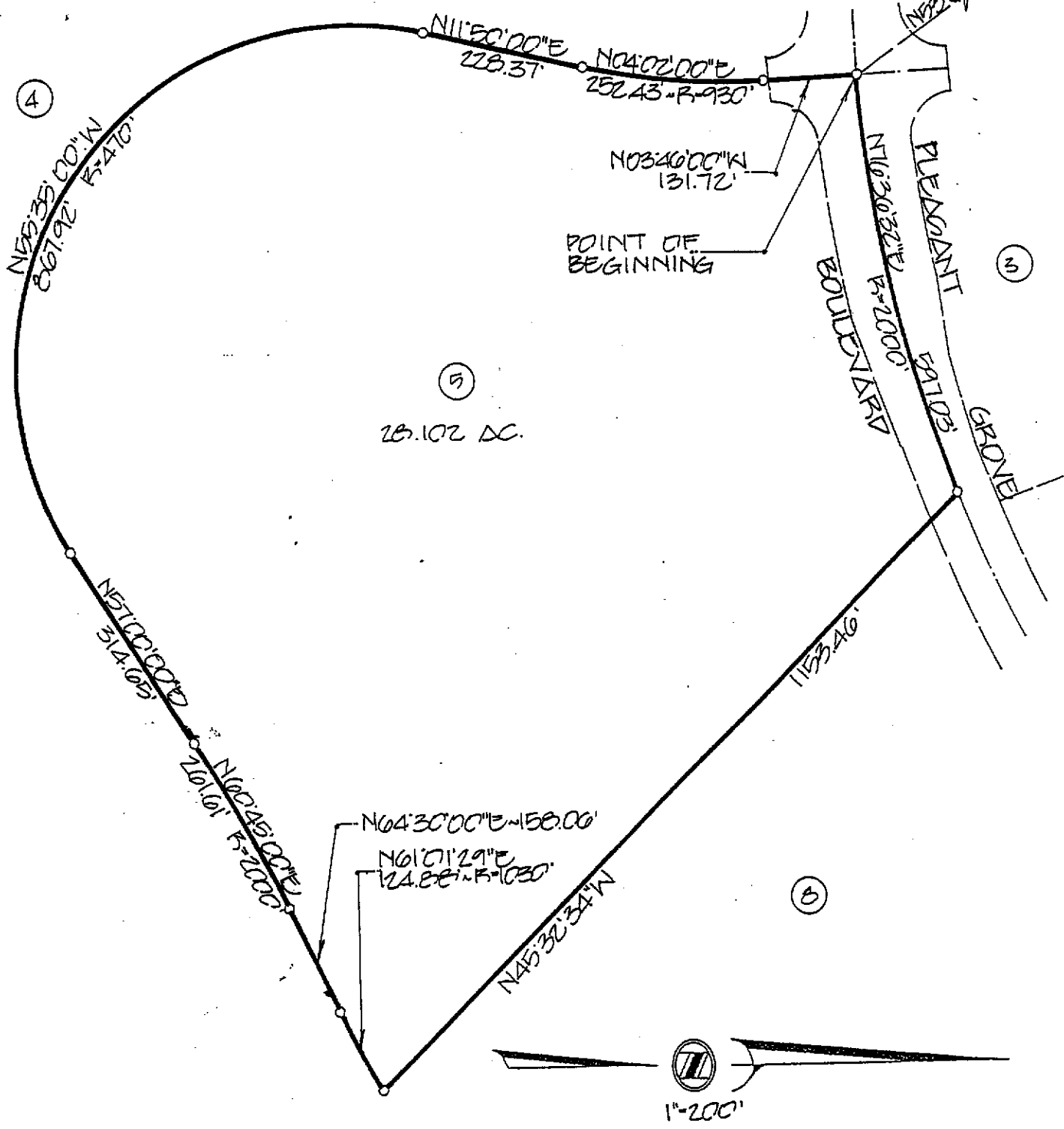
JOB NO.
890266

EXHIBIT A-2
3 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 3



 MORTON & PITALO, INC. CIVIL ENGINEERING · PLANNING · SURVEYING	DATE MAY. 1990
	JOB NO. 890266
	EXHIBIT A-2 4 of 60
PROJECT NORTH CENTRAL ROCKVILLE SPECIFIC PLAN PARCEL A (GROVE)	0027 0343



MORTON & PITALO, INC.

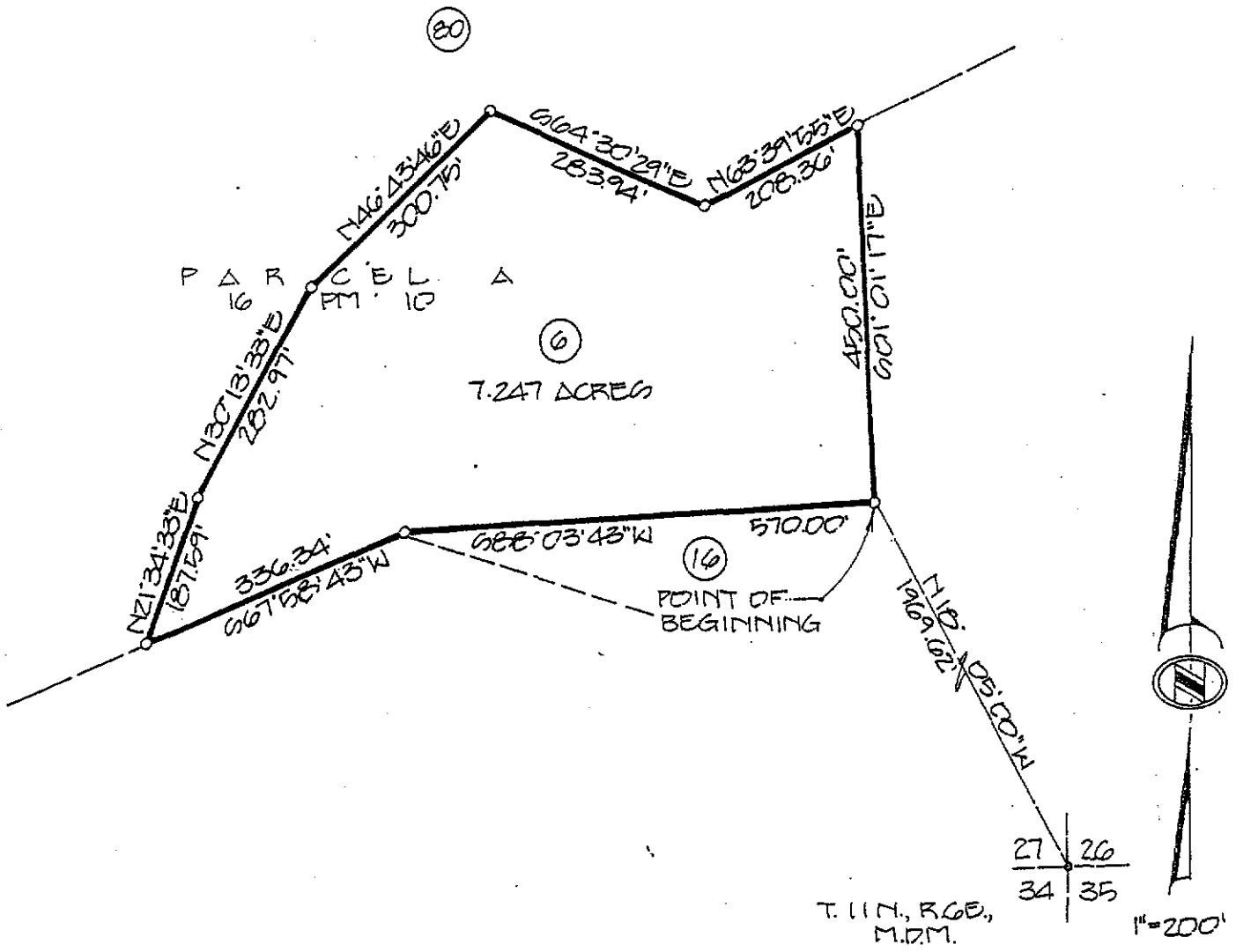
CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
890266

EXHIBIT A-2
5 of 60

PROJECT NORTH CENTRAL ROSEVILLE OFFICE PLAN
PARCEL 5 (GR0600) 0027 0343



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
DECEMBER, 1989

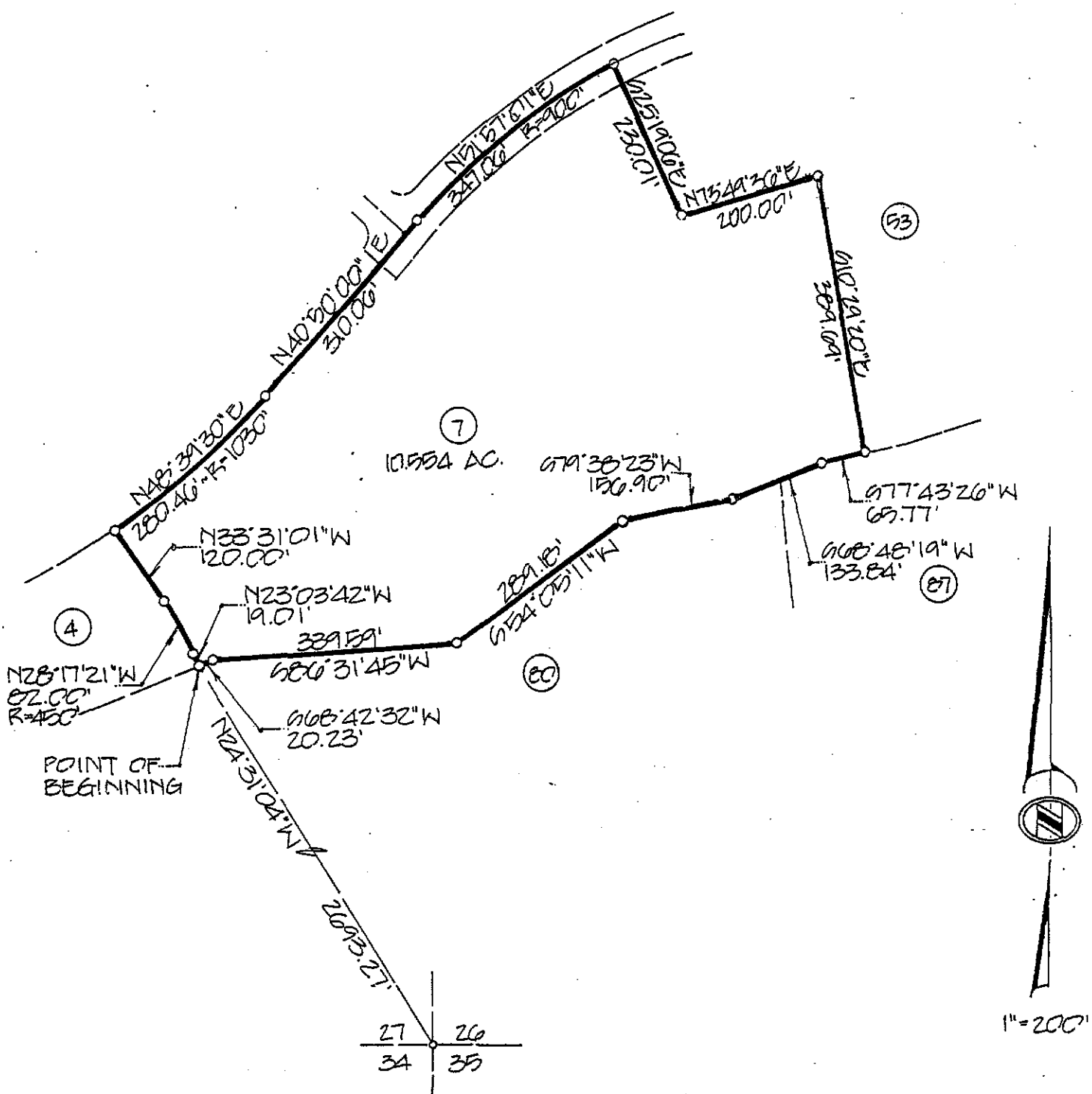
JOB NO.
880134

EXHIBIT A-2
6 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 6 0000 0000 0027 034

07809

140

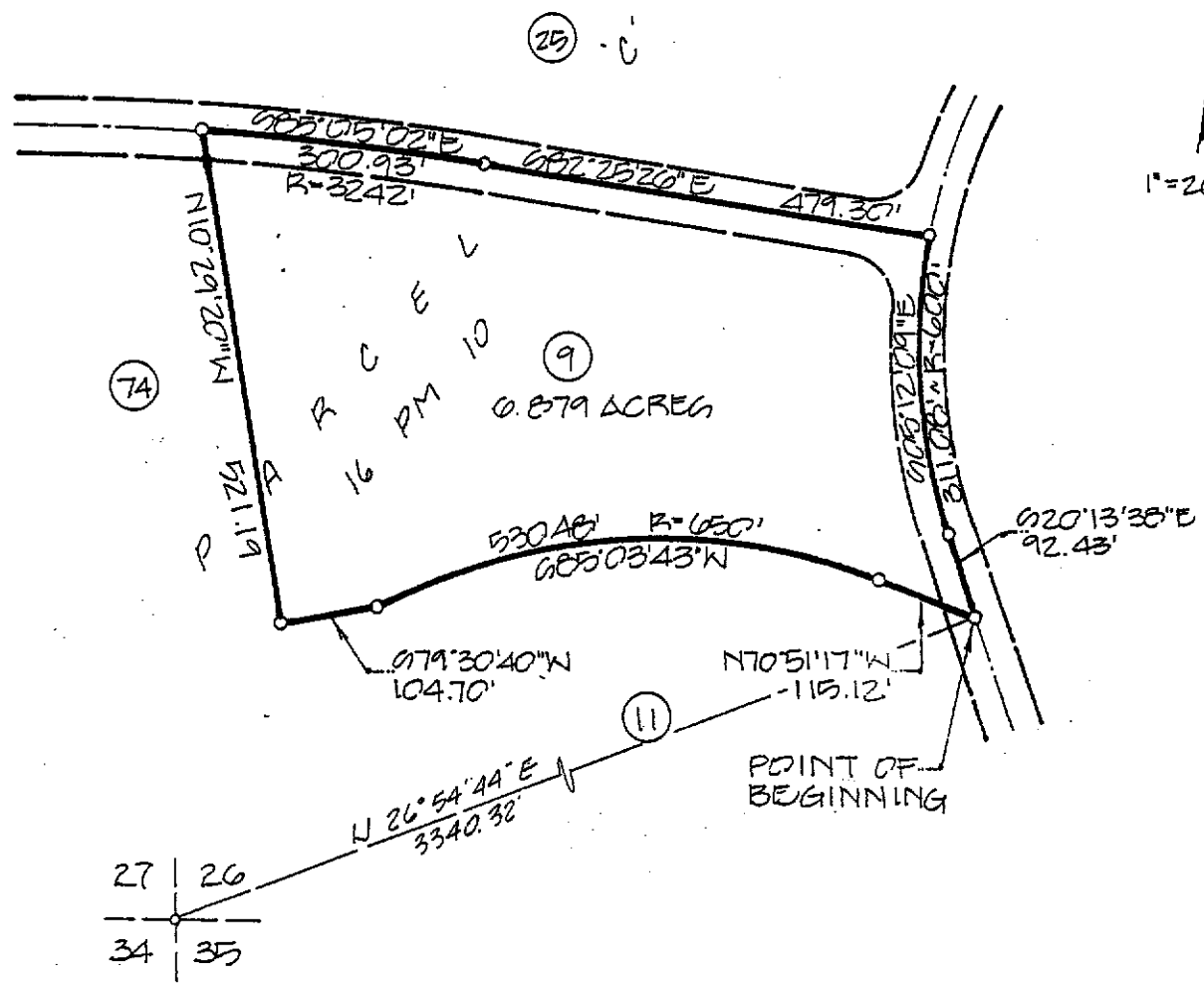
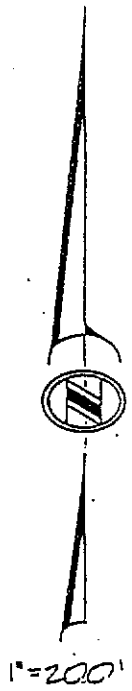


MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

DATE	MAY, 1990
JOB NO.	EA0260
EXHIBIT A-2	
7 of 60	

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN 27 0345
 PARCEL 7 (GROGN)

37309



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

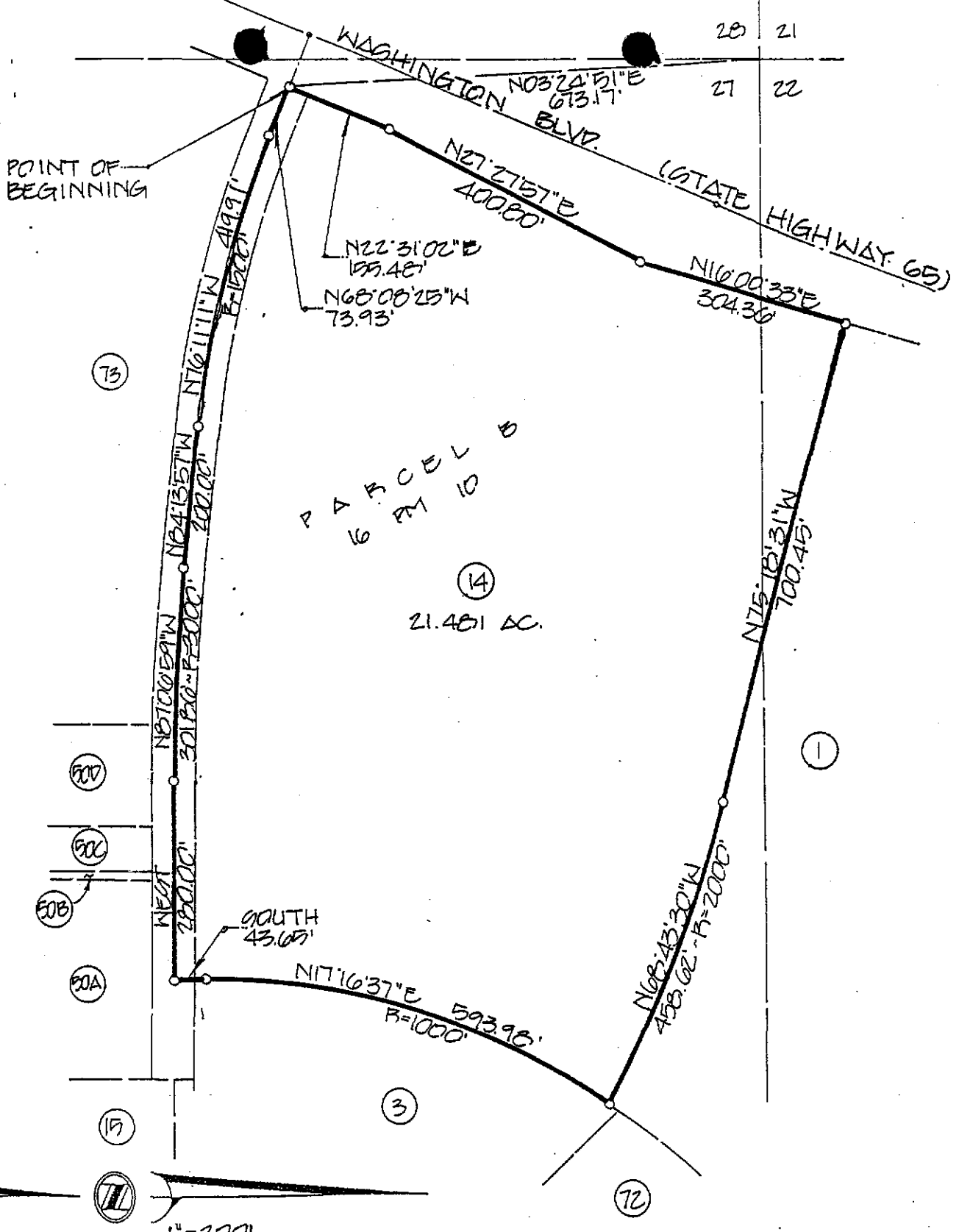
DATE
JAN. 1990

JOB NO.
8-90-206

EXHIBIT A-2
9 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 9

POINT OF BEGINNING



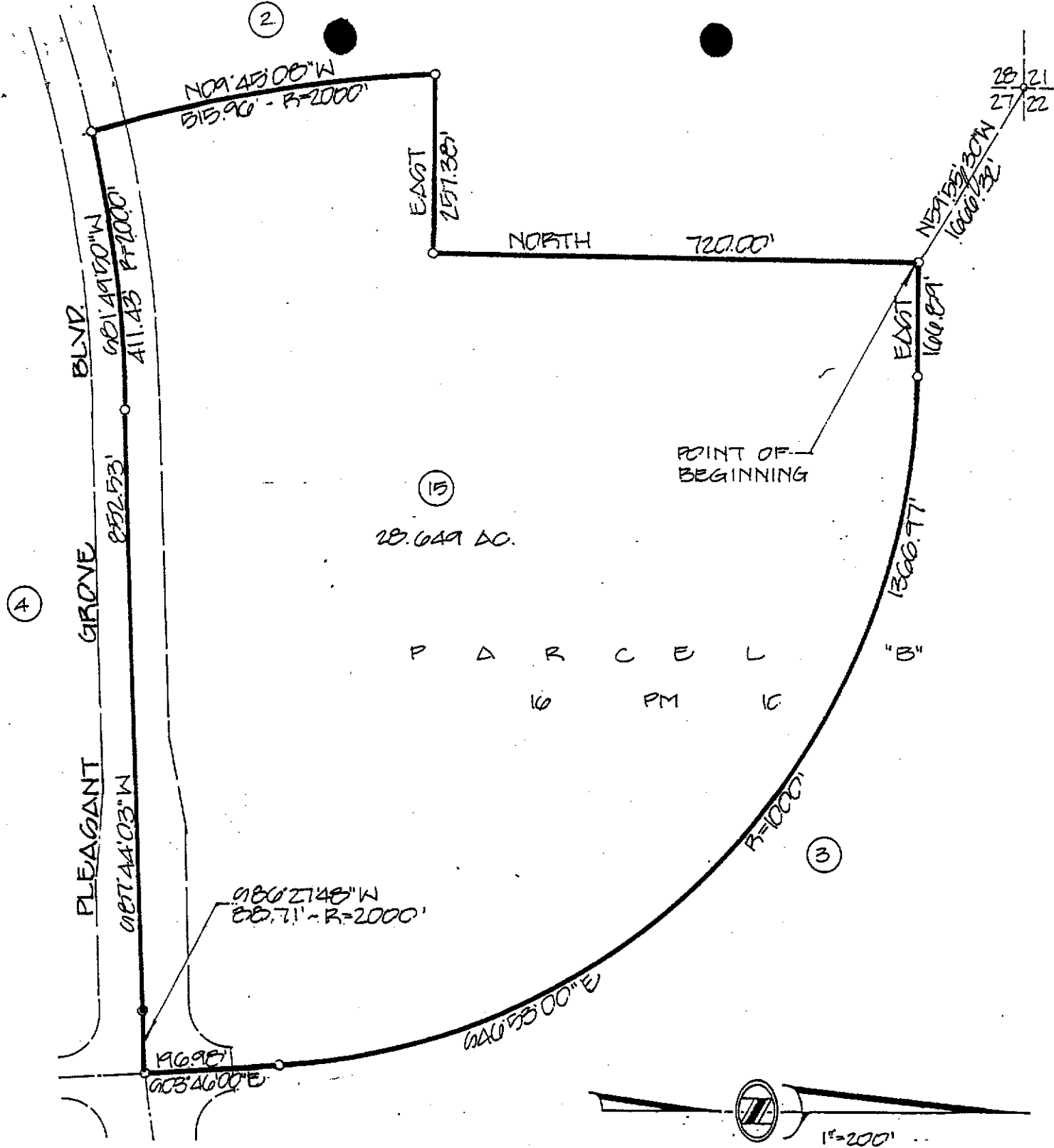
MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY 1990

JOB NO.
890266

EXHIBIT A-2
11 of 60

PROJECT NORTH CENTRAL ROSELVILLE SPECIFIC DESIGN 0027 03-8
 PARCEL 14 (GROWN)



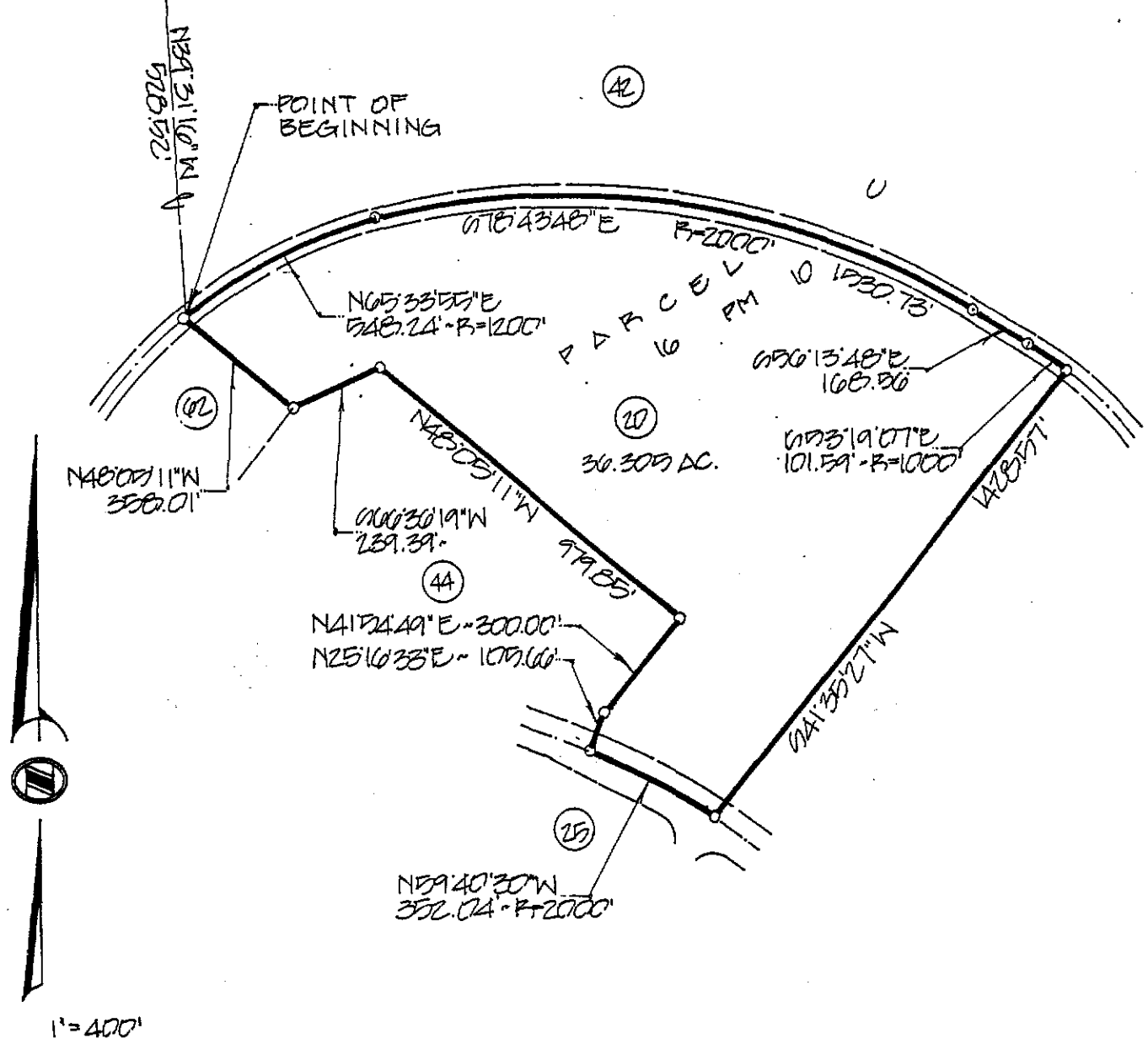
MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE	MAY, 1990
JOB NO.	EA0206
EXHIBIT A-2	12 of 60

PROJECT NORTH CENTRAL ROSEVILLE, SPECIFIC PLAN
 PARCEL 15 (GREEN) 00000 0027 035

22 | 23
 27 | 26
 T.I.N., R. 6E, M.D.M.



MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

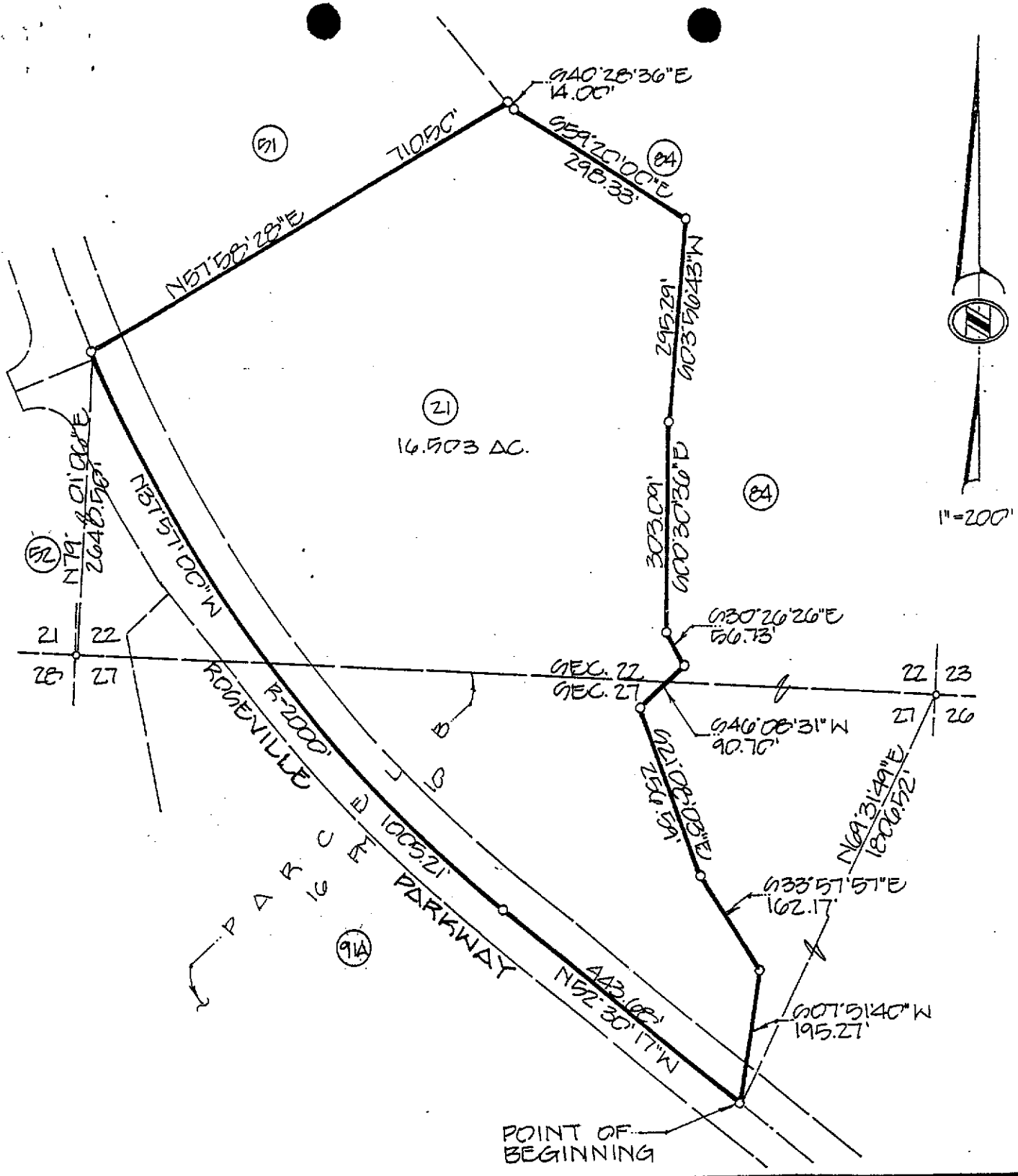
DATE
 MAY, 1990

JOB NO.
 890266

EXHIBIT A-2
 13 of 60

PROJECT NORTH CENTRAL ROSEVILLE INDUSTRIAL CENTER
 PARCEL 20 (GROUND)

37809



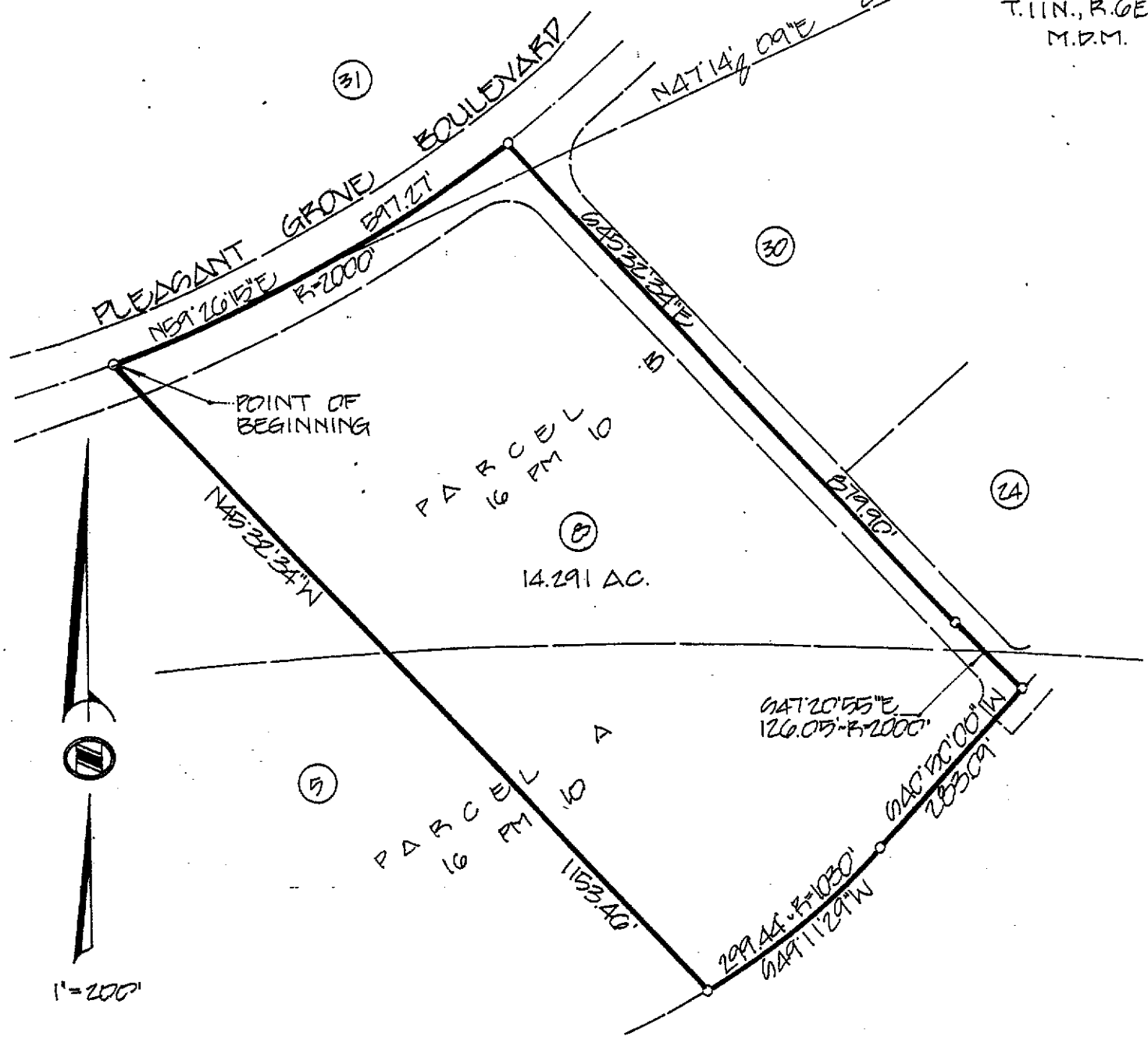
MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
 JAN. 1990
 JOB NO.
 EAC0266
EXHIBIT A-2
 14 of 60

PROJECT
 NORTH CENTRAL ROOSEVILLE SPECIFIC PLAN
 PARCEL 21 (GROUND)

22	23
27	20

T.11N., R.06E.,
M.D.M.



MORTON & PITALO, INC.

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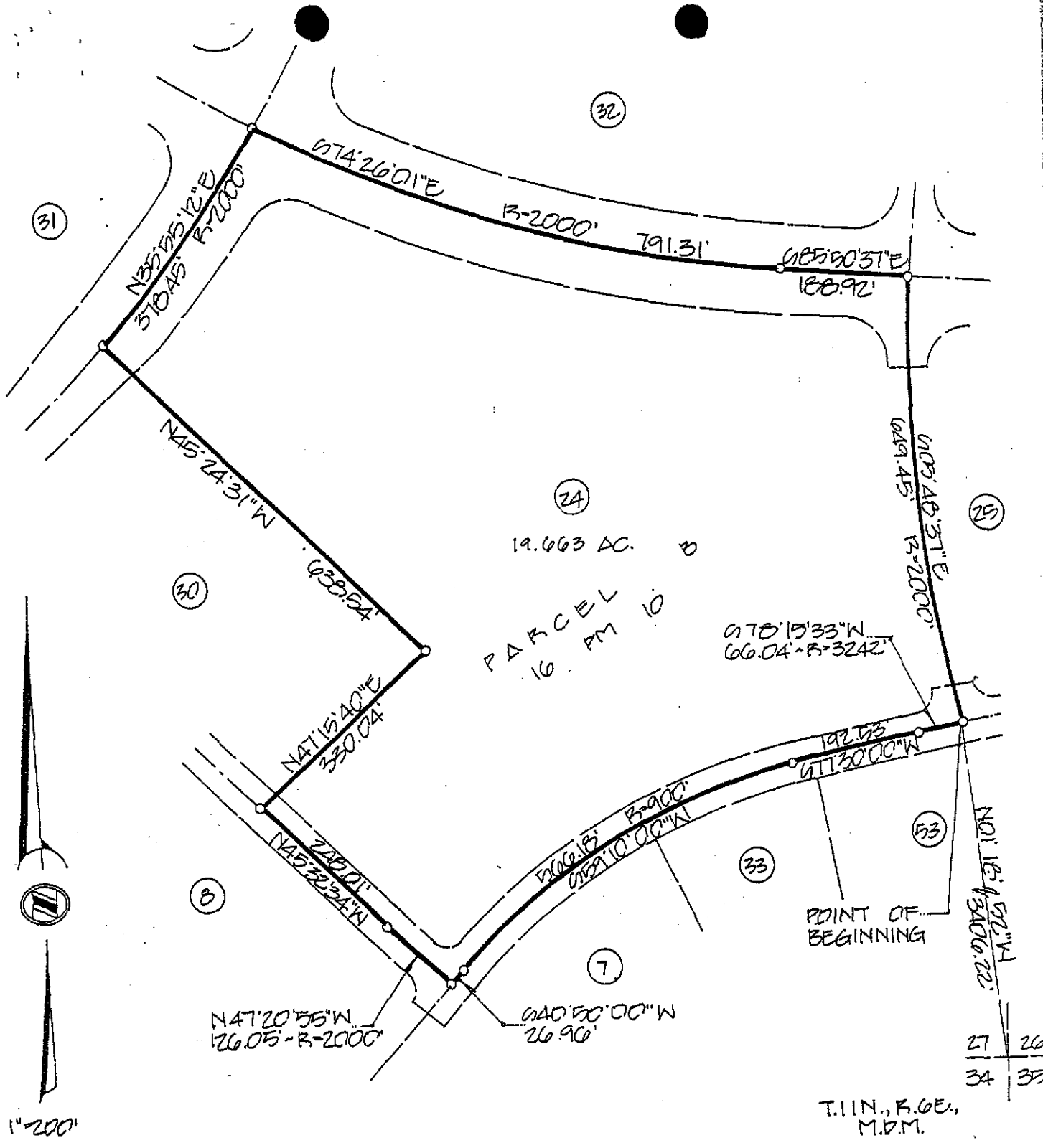
DATE
MAY, 1990

JOB NO.
890266

EXHIBIT A-2
8 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 8 (GROUN) 0027 0346

07309



MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

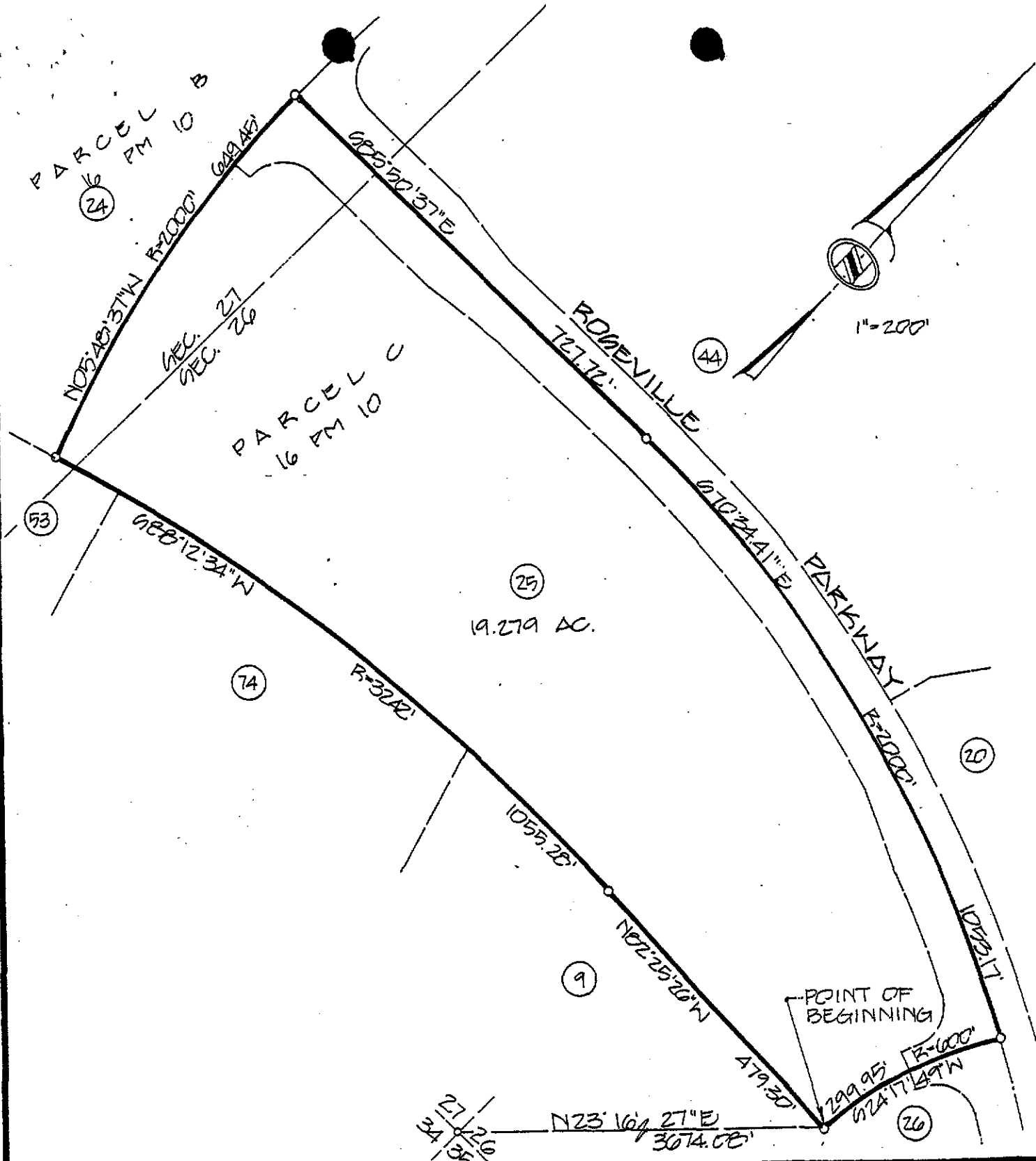
DATE
 MAY 1990
 JOB NO.
 EA0206

EXHIBIT A-2
 15 of 60

PROJECT NORTH CENTRAL ROOSEVILLE SPECIFIC PLAN
 PARCEL 24 (GRAND) 0000 0027 0353

67309

150



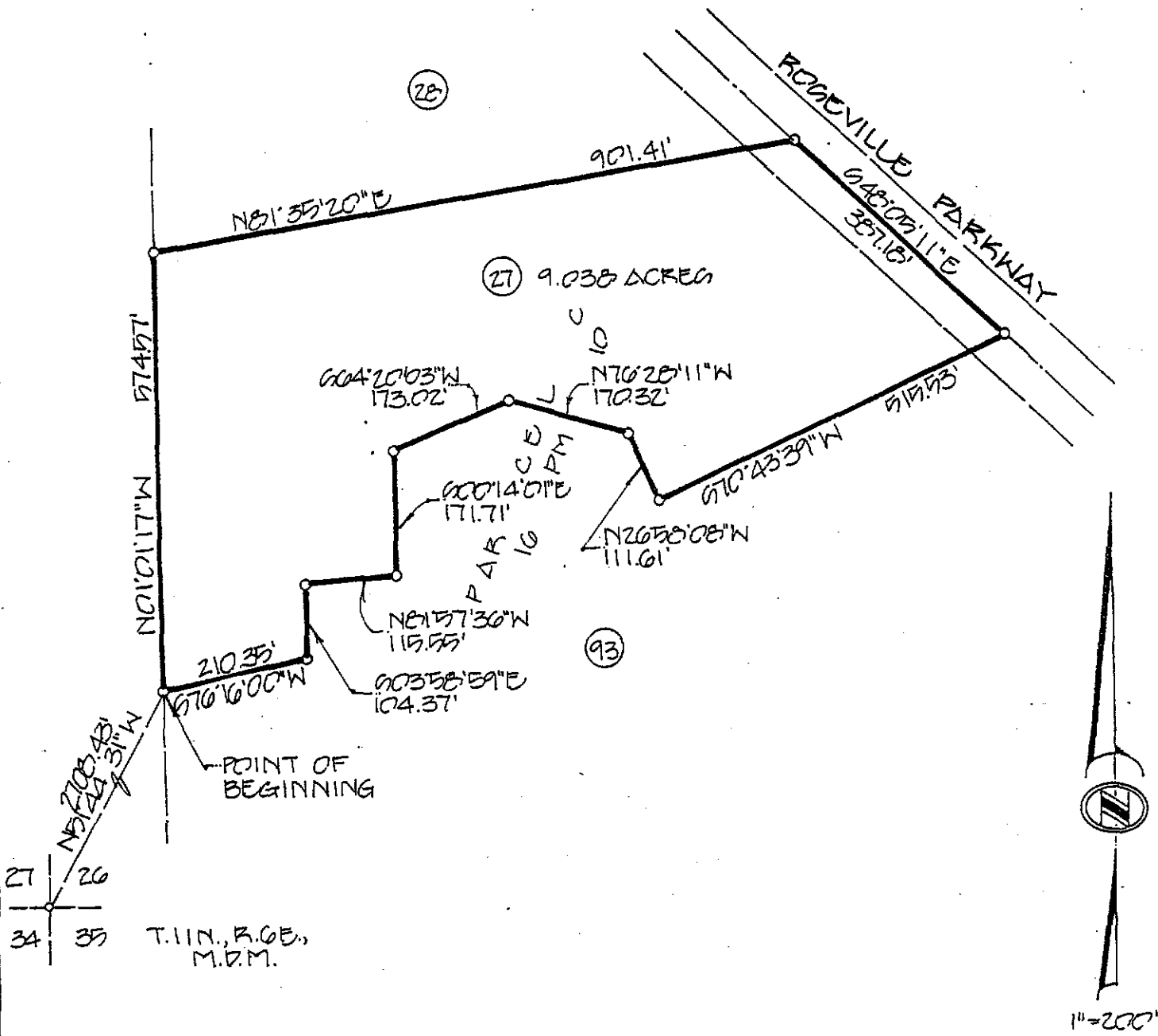
MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING


DATE
MAY, 1990

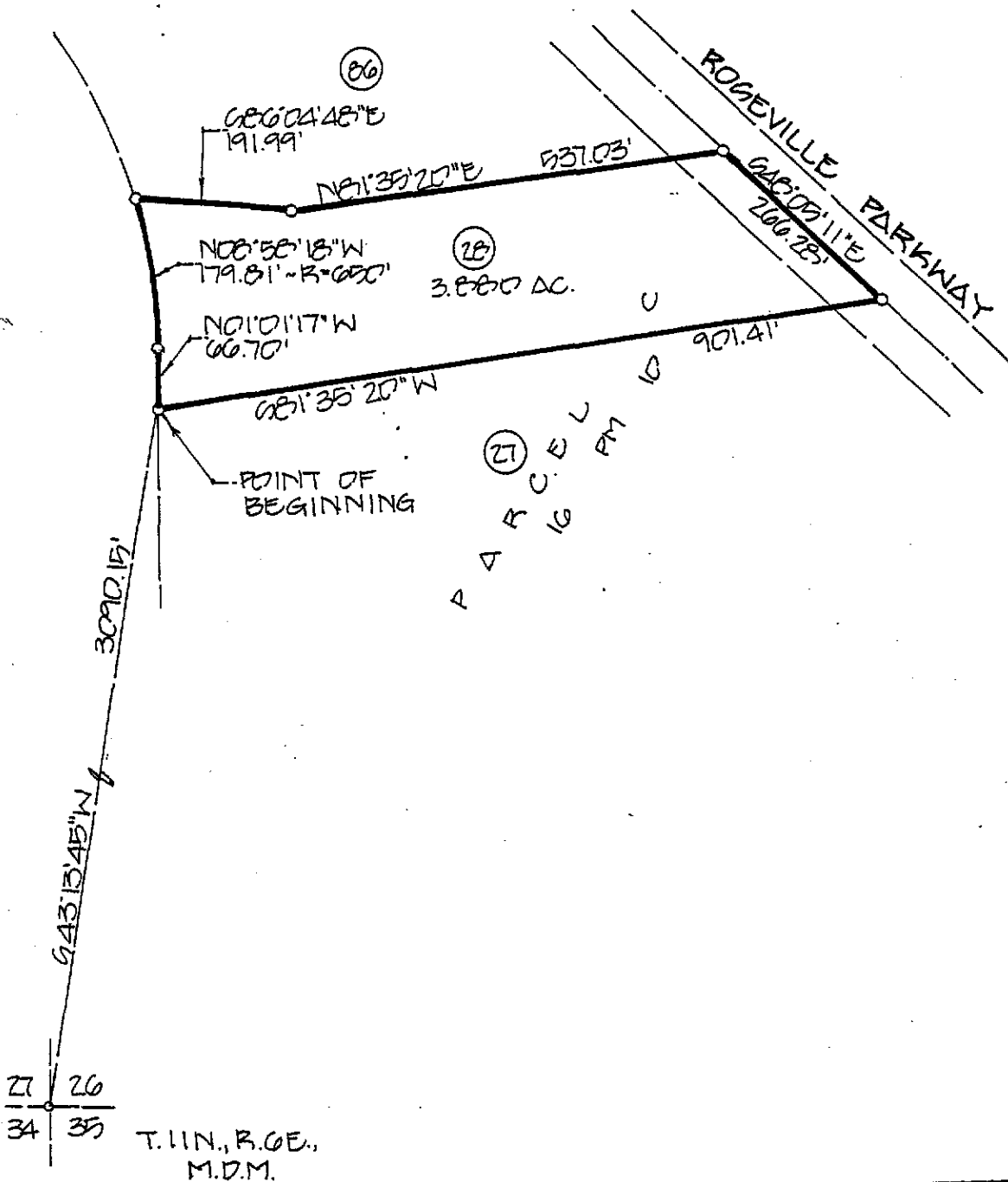
JOB NO.
890260

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
 PARCEL 25

EXHIBIT A-2
 16 of 60



 MORTON & PITALO, INC. CIVIL ENGINEERING · PLANNING · SURVEYING	DATE JAN. 1990
	JOB NO. 880134
	EXHIBIT A-2 18 of 60
PROJECT NORTH CENTRAL ROOSEVILLE OFFICE PLAN PARCEL 27 (GROUP) 0027 0356	



MORTON & PITALO, INC.

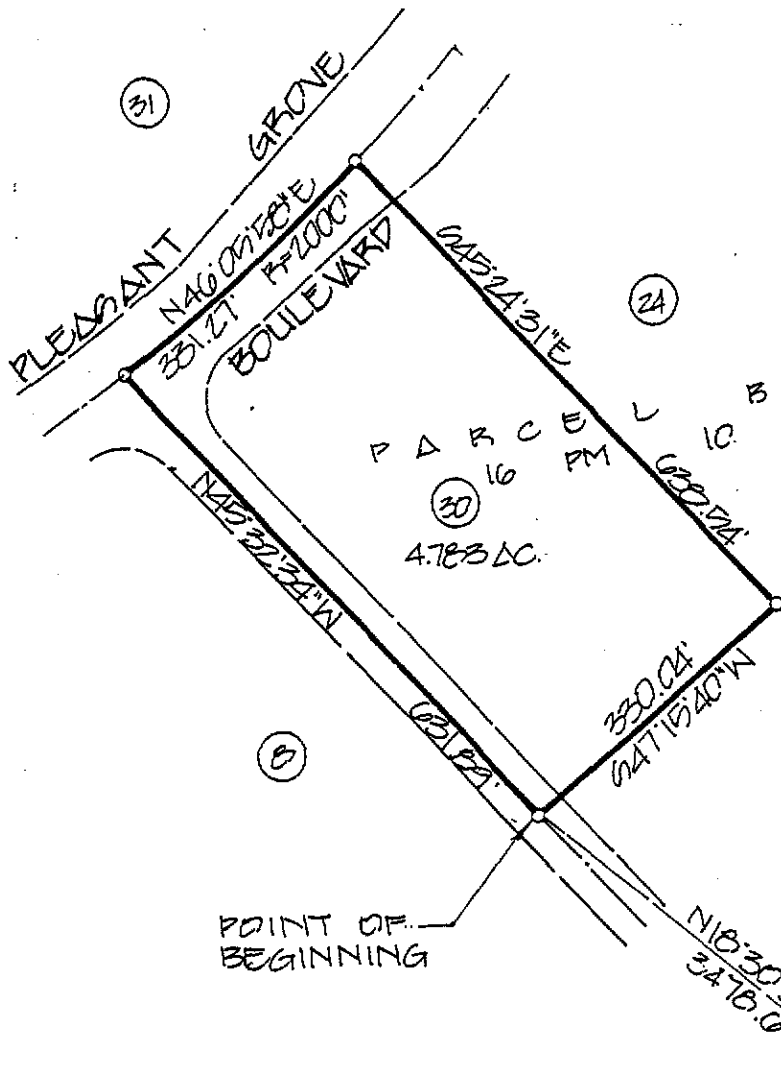
CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
JAN. 1990

JOB NO.
080134

EXHIBIT A-2
19 of 60

PROJECT NORTH CENTRAL RODEVILLE SPECIFIC PLAN
PARCEL 25 (GROUND) DIST 035



1"=200'

27 26
34 35

T.11N., R.06E.,
M.12M.



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
E90206

EXHIBIT A-2
20 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN 0358
PARCEL 30 (GRON)

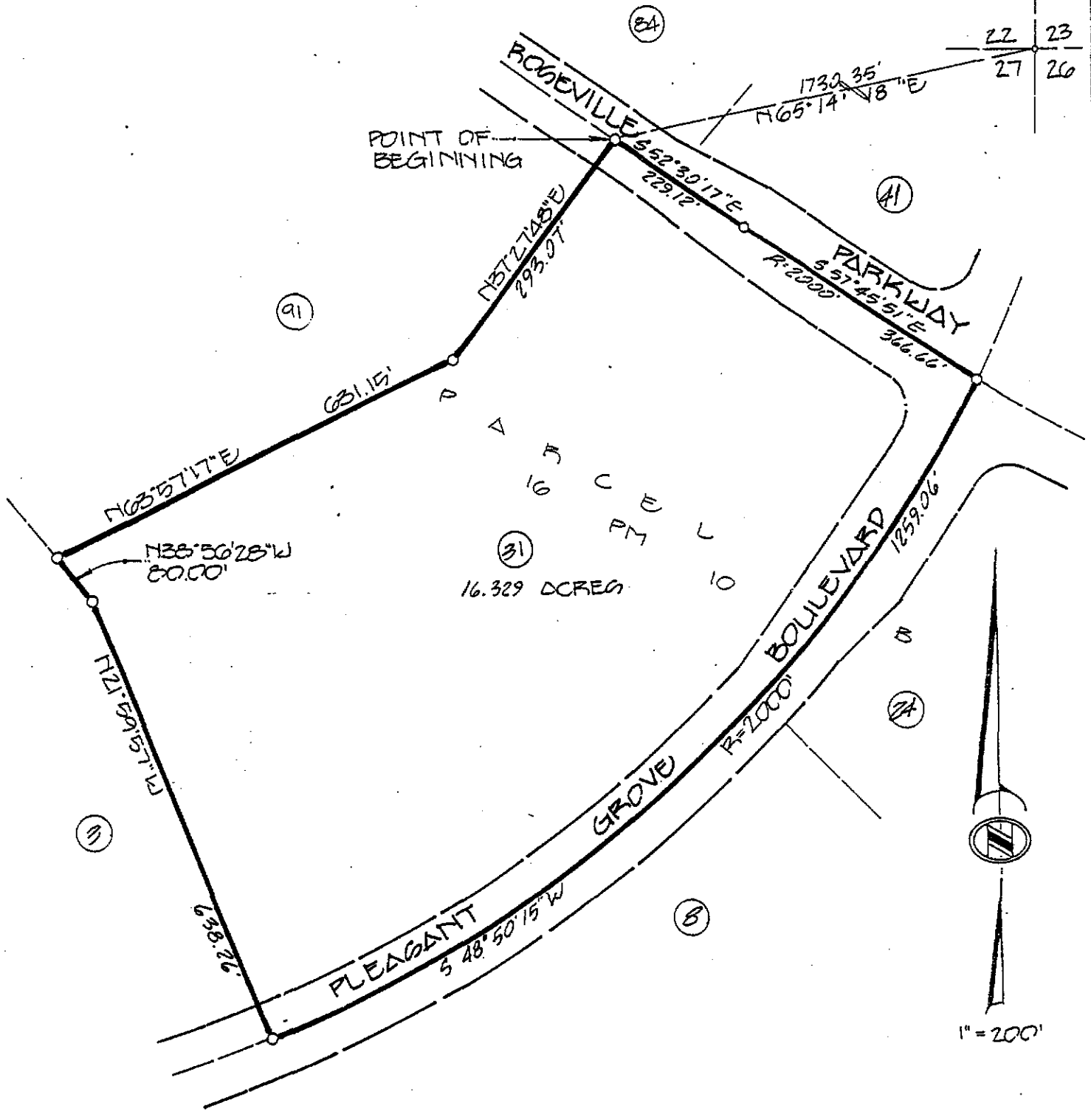
07309

158

T. I. H., R. G. E.,
M. D. M.

22 23
27 26

POINT OF BEGINNING



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
DECEMBER, 1989

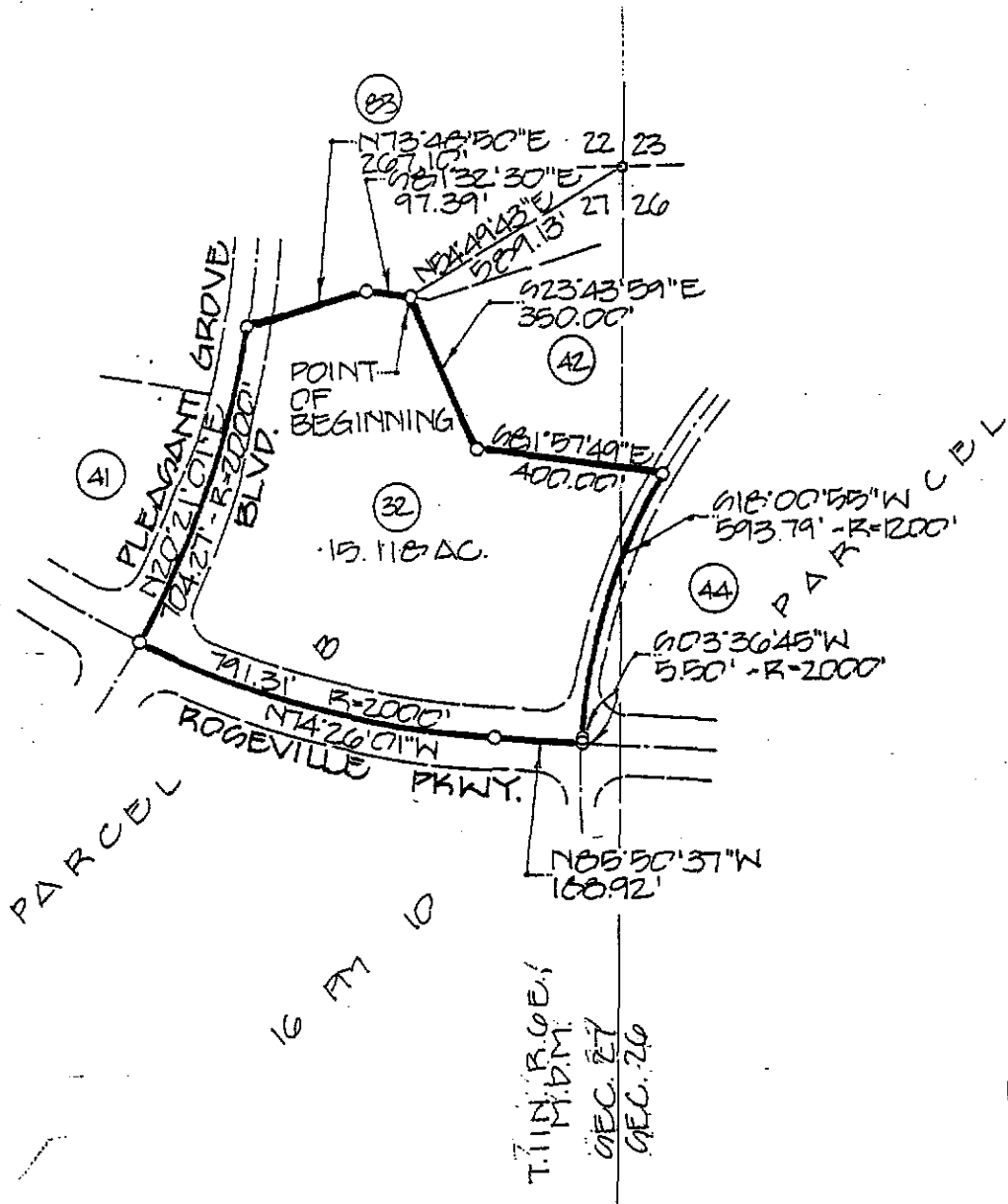
JOB NO.
880134

EXHIBIT A-2
21 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN 0359
PARCEL 31

67809

156



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
JAN. 1990

JOB NO.
890266

EXHIBIT A-2
22 of 60

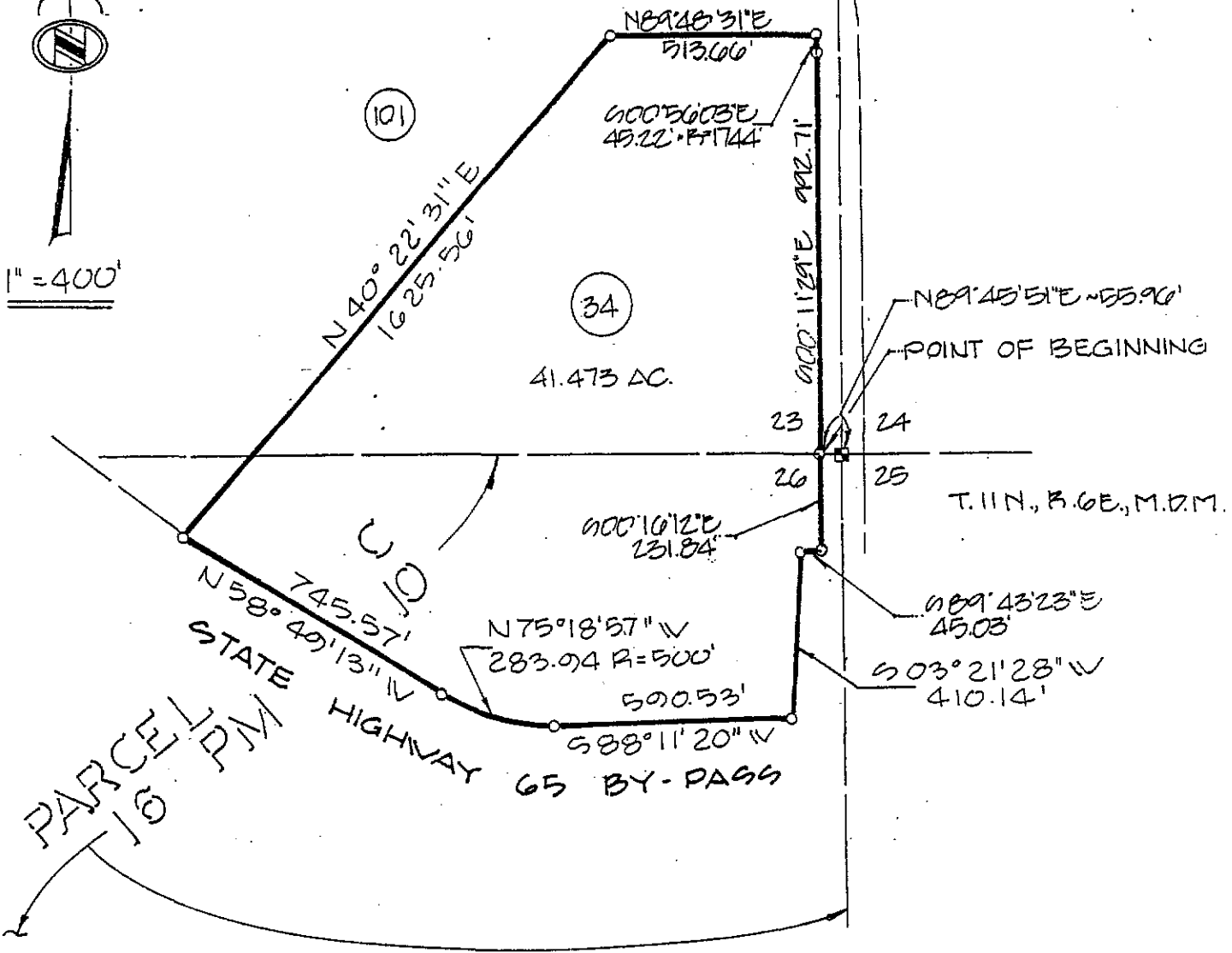
PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 32 (GROUND) 0000 0027 030

07809

158

1" = 400'

STANFORD RANCH ROAD



MORTON & PITALO, INC.

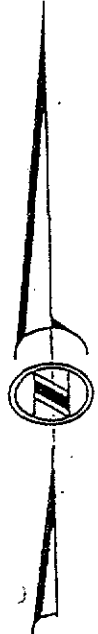
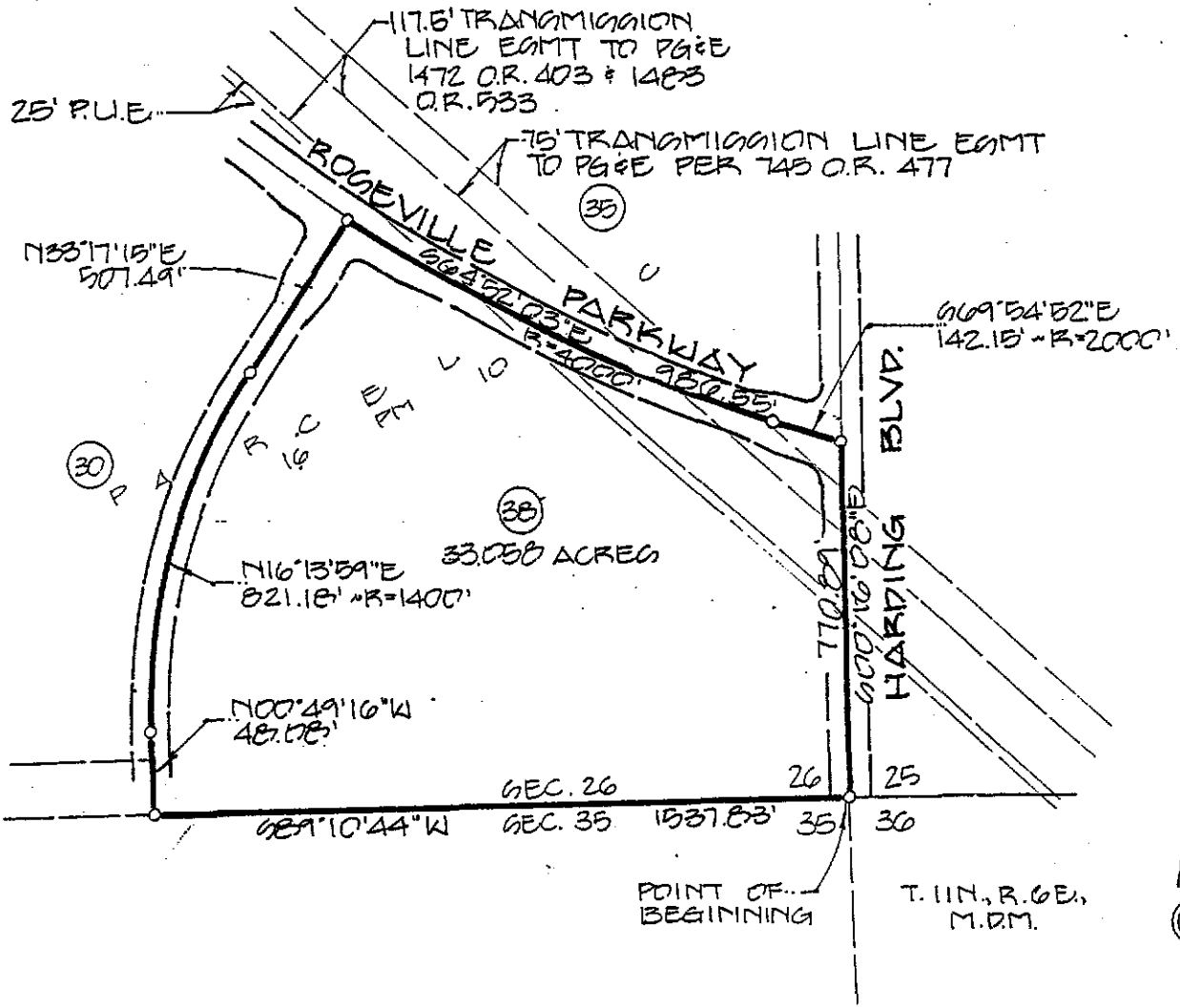
CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990


JOB NO.
890260

EXHIBIT A-2
23 of 60

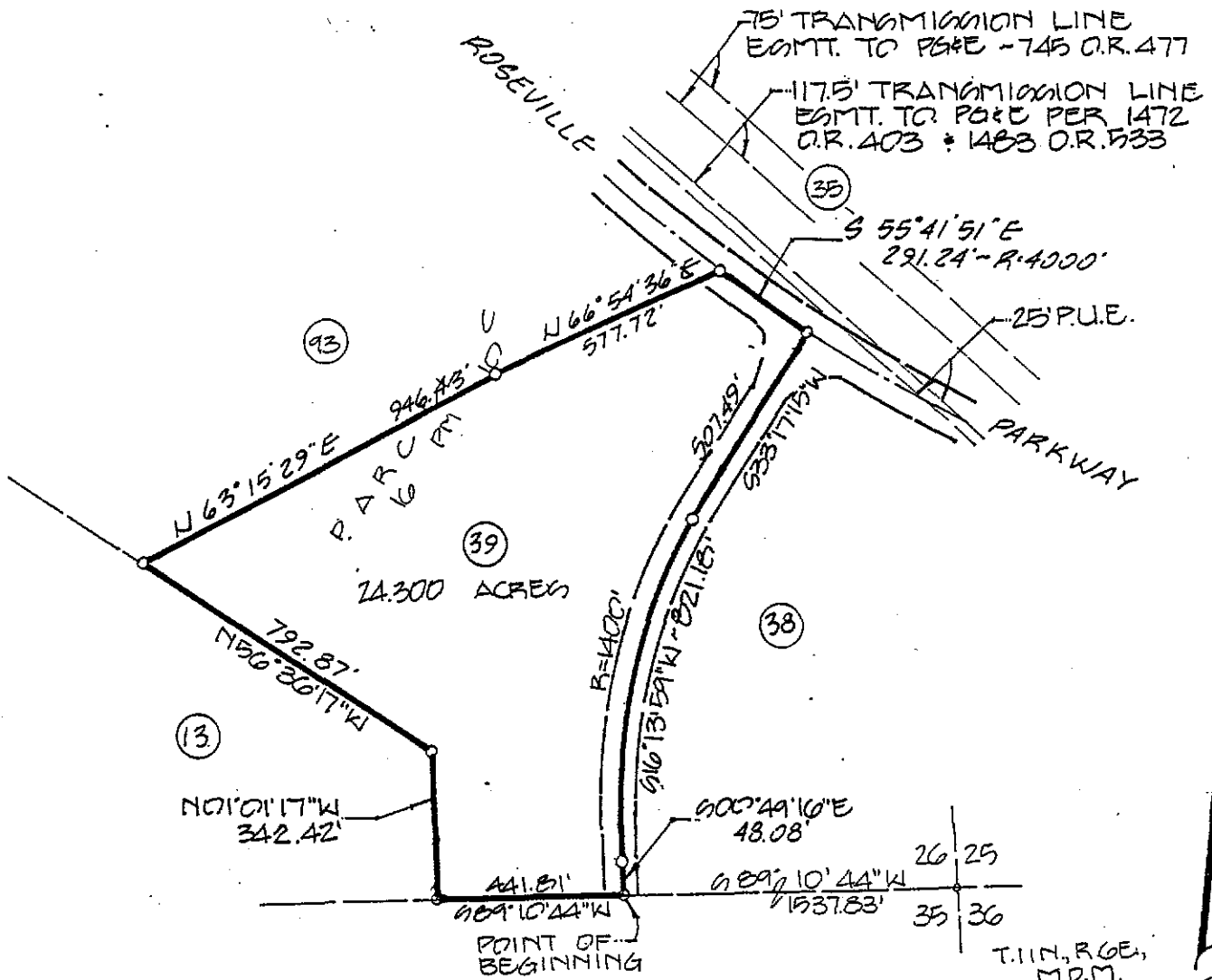
PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 34



1"=400'

 MORTON & PITALO, INC. CIVIL ENGINEERING · PLANNING · SURVEYING	DATE MAY, 1990
	JOB NO. EA0260
PROJECT NORTH CENTRAL ROSEVILLE DEVELOPING ROAD PARCEL 38 (GROUN)	EXHIBIT A-2 25 of 60

07809150



1"=400'



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
890100

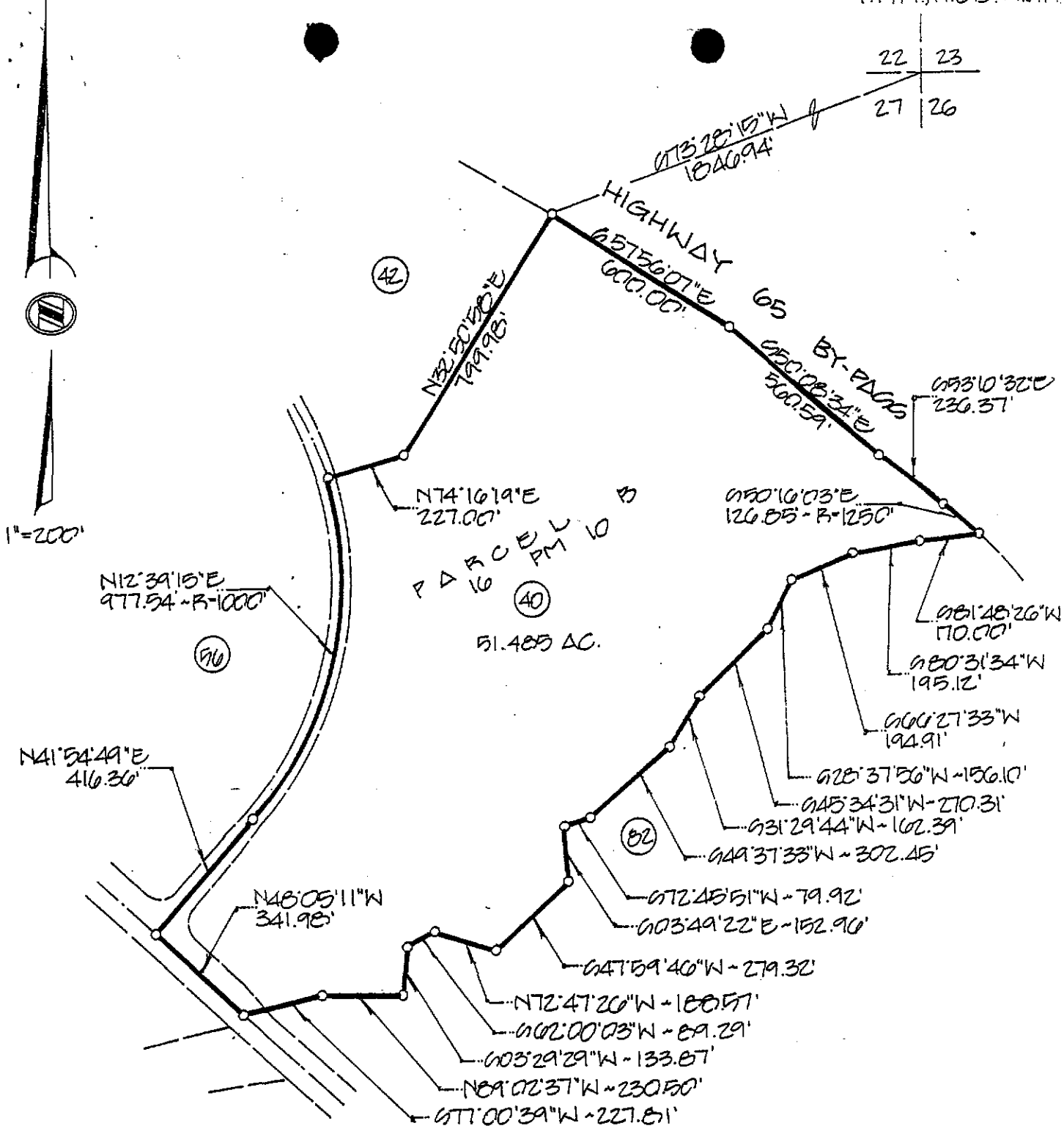
EXHIBIT A-2

26 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN 0383
PARCEL 39

07809 100

22	23
27	26



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

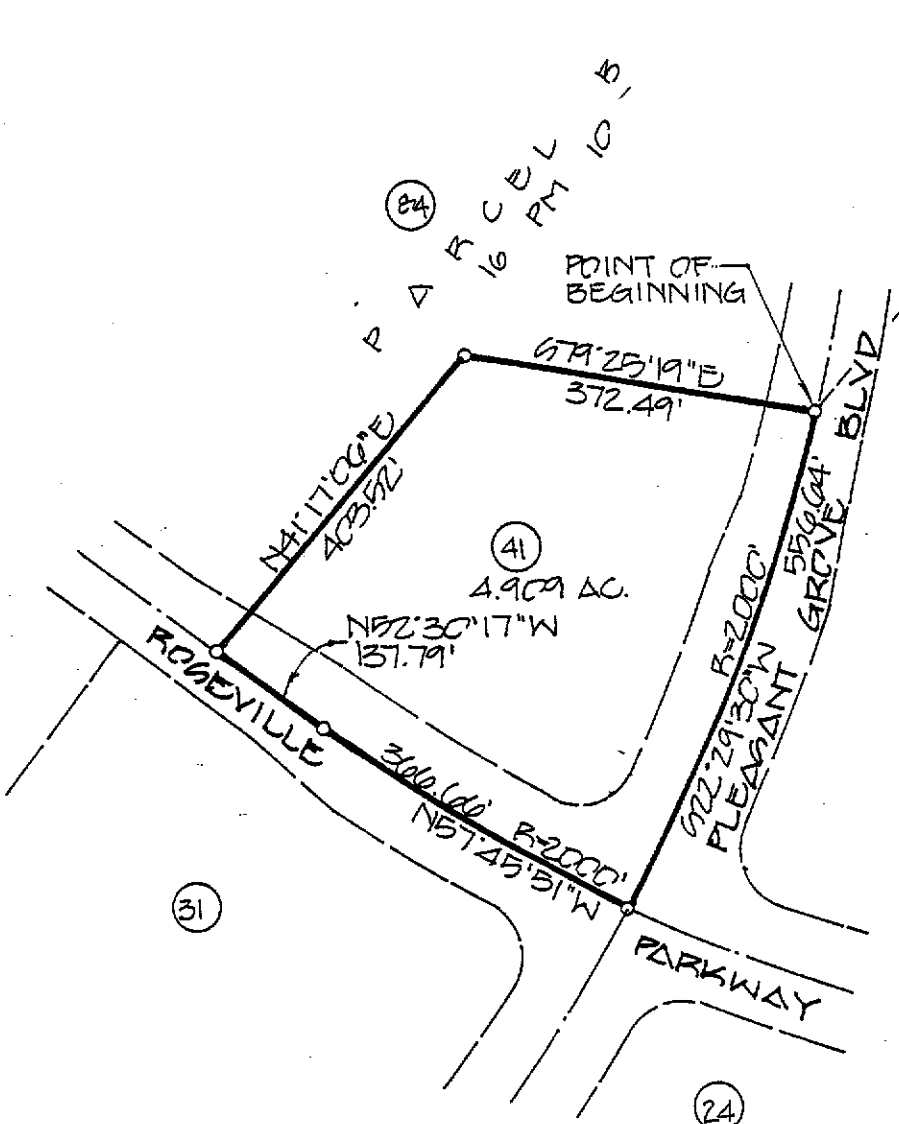
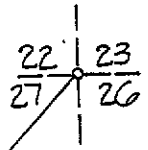
DATE
MAY, 1990

JOB NO.
EAD0200

EXHIBIT A-2
27 of 60

PROJECT NORTH CENTRAL ROCHEVILLE GOLF COURSE PARCEL 40 (GROVE) 0027 036

T.11N., R.0E.,
M.D.M.



(32)

(31)

(24)



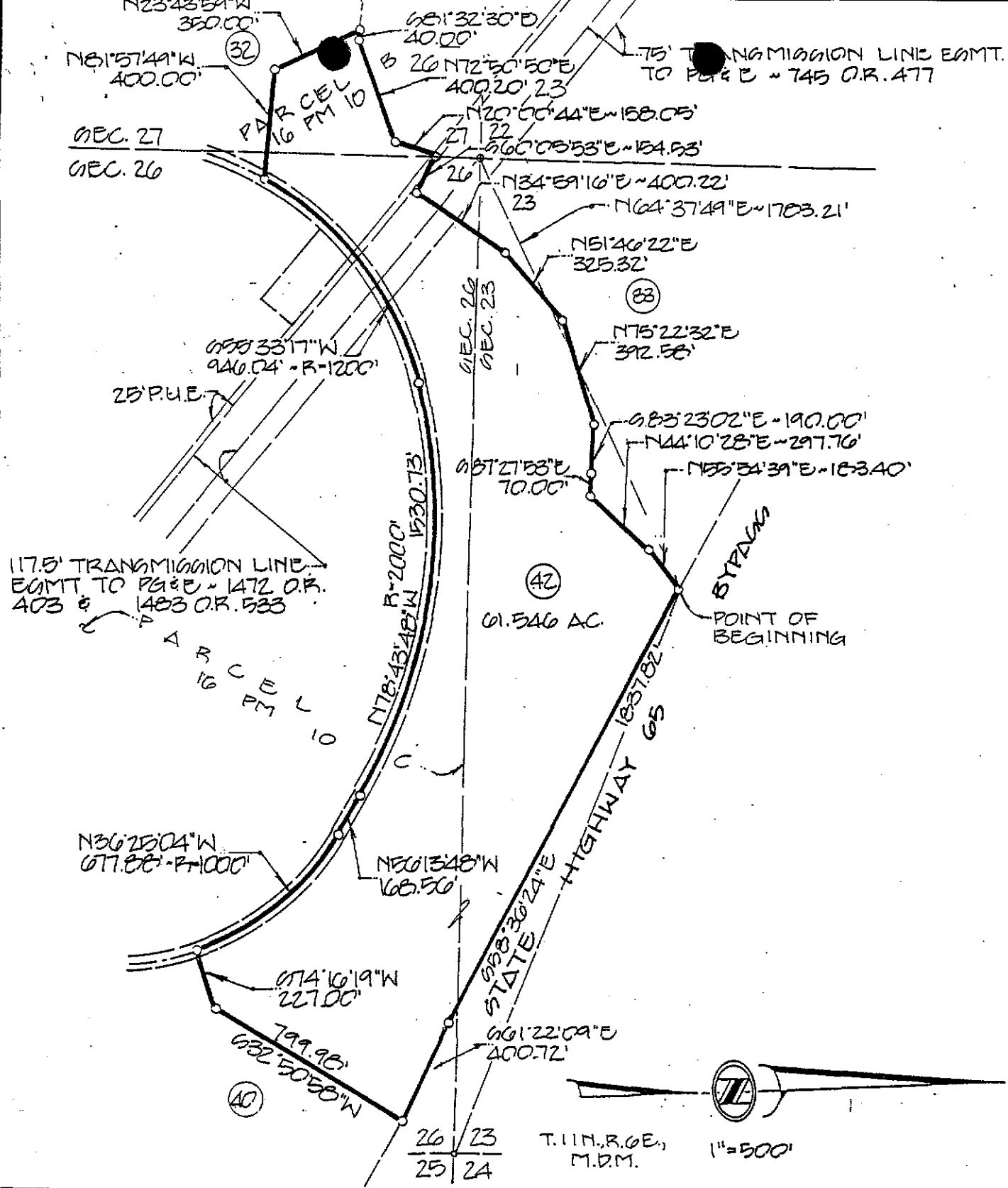
MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
JAN. 1990
JOB NO. 116
BAC 7200

EXHIBIT A-2
28 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 41 (GRCH20) SECTION 0000 0027 0365



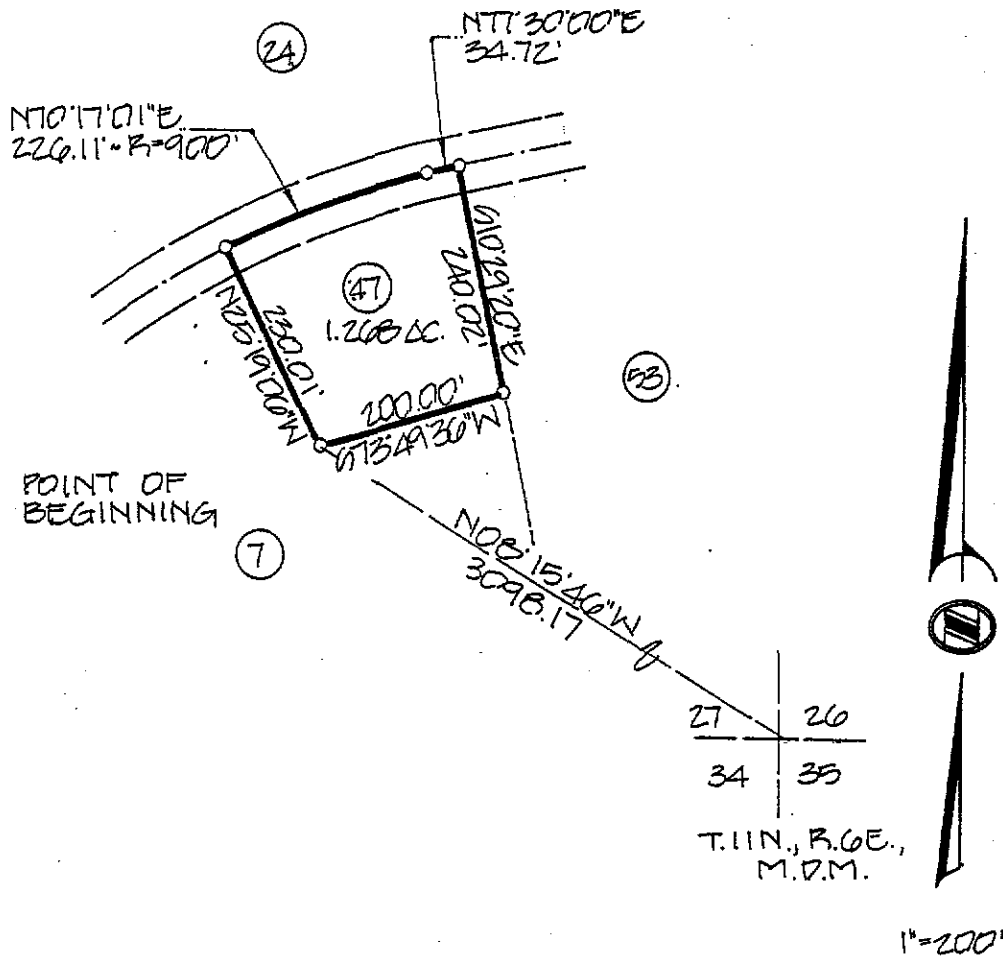
MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
890260

EXHIBIT A-2
29 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
 PARCEL 42 (ARCOX)



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE

MAY, 1990

JOB NO.

EA0266

EXHIBIT A-2

32 of 60

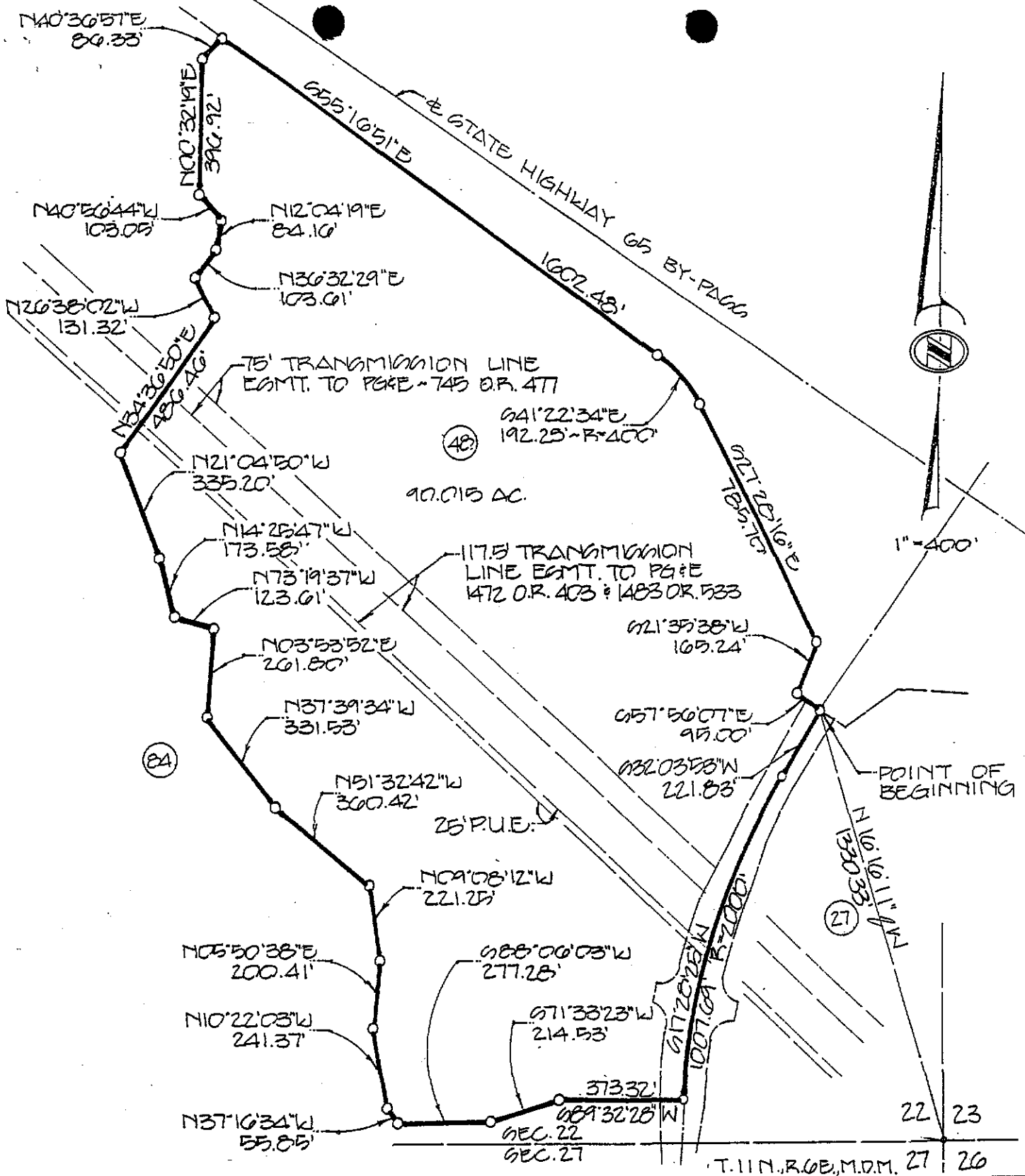
PROJECT

NORTH CENTRAL ROCKVILLE SPECIFIC PLAN
 PARCEL 47 (SR0000)

0027 0369

07309

107

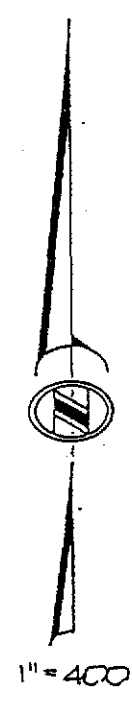
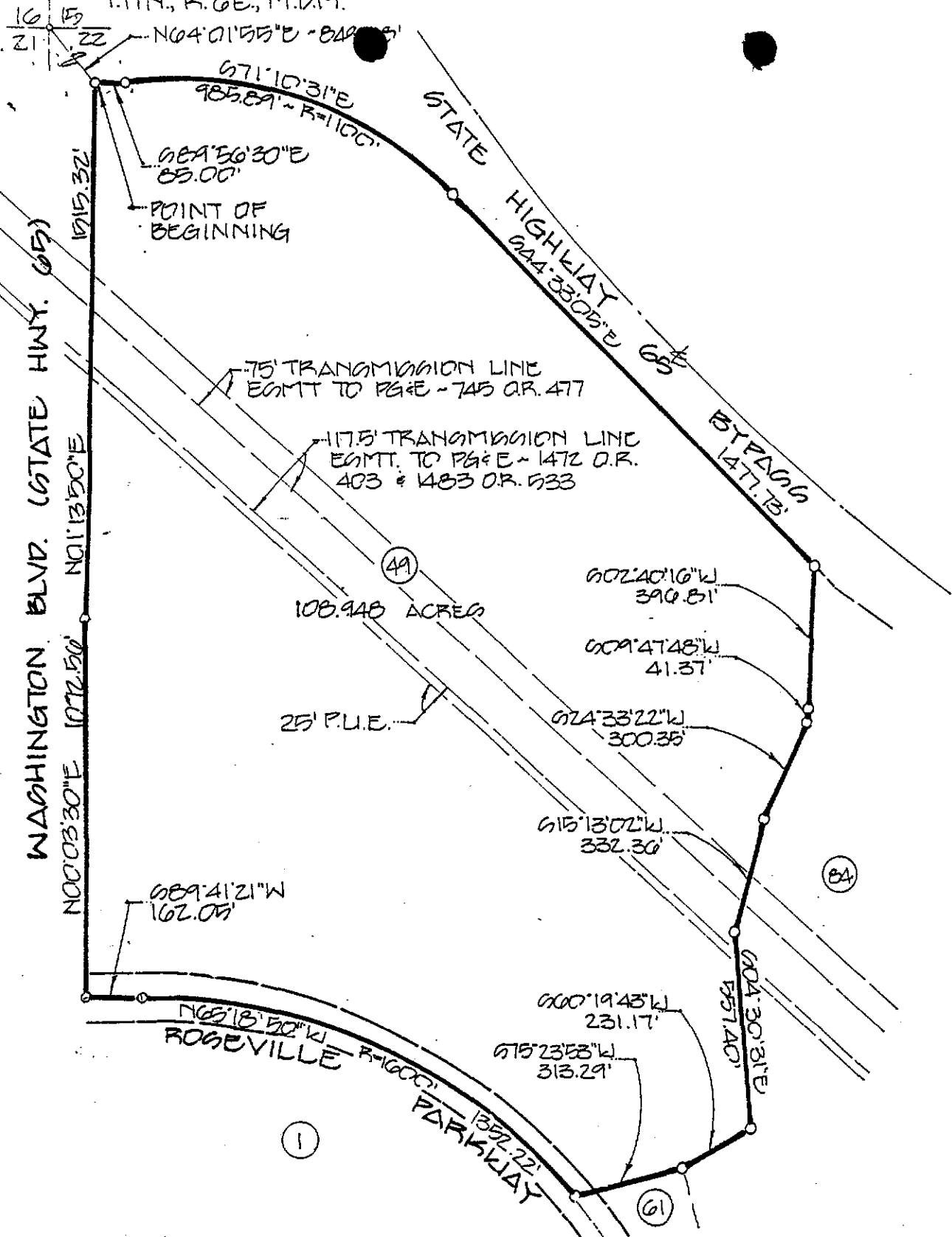


MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

DATE	MAY, 1990
JOB NO.	890260
EXHIBIT A-2	

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN 0027 0370
 PARCEL 48 (GROUN)

T.I.I.N., R. 6E., M. 2M.



MORTON & PITALO, INC.
 CIVIL ENGINEERING • PLANNING • SURVEYING

DATE	MAY 1990
JOB NO.	EA0266
EXHIBIT A-2	34 of 60

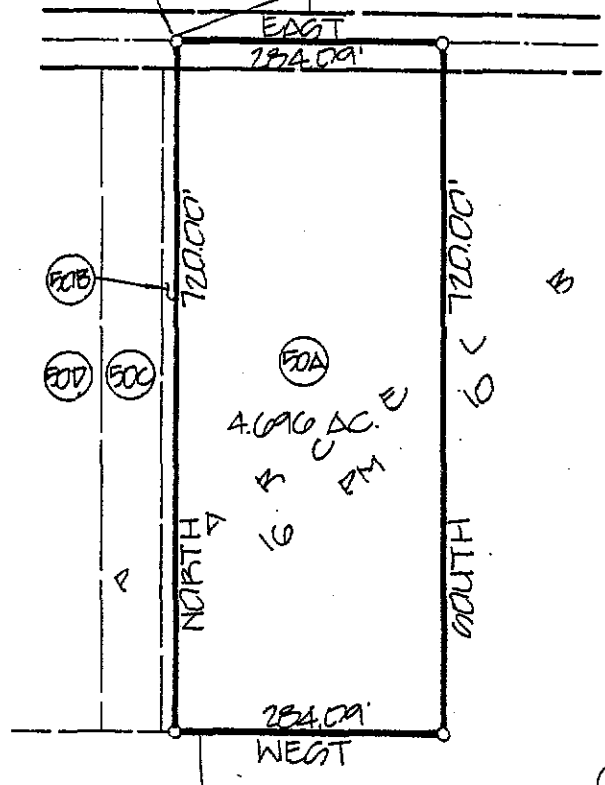
PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN 027 037 1
 PARCEL 49 (GROUP)

POINT OF BEGINNING

N54°12' 00"W
1421.00'

22 | 23
27 | 26

T.11N., R.0E,
M.D.M.



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
890266

EXHIBIT A-2
35 of 60

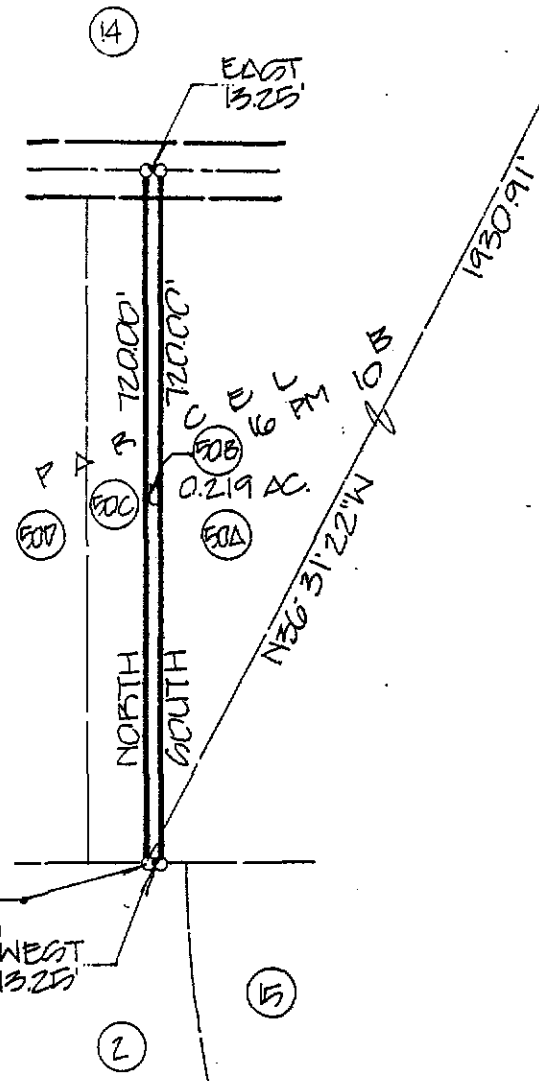
PROJECT NORTH CENTRAL ROOSEVILLE SPECIFIC PLAN
PARCEL 50A (89000) 0027 0372

67809

170

22 | 23
27 | 26

T.11N., R.6E.
M.D.M.

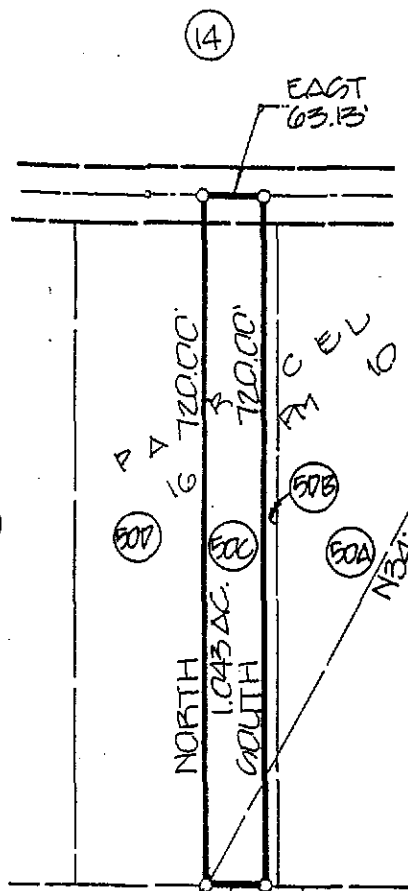


POINT OF BEGINNING
WEST 1325'

 MORTON & PITALO, INC. CIVIL ENGINEERING · PLANNING · SURVEYING	DATE MAY, 1990
	JOB NO. 890260
	EXHIBIT A-2 36 of 60
PROJECT NORTH CENTRAL ROSEVILLE DEVELOPMENT PLAN PARCEL 50B (GROWN)	DATE 7 0373

22 23
27 26

T.IIN., R.GE.,
M.D.M.



1" = 200'

POINT OF BEGINNING

WEST 63.13'

(2)

(5)

(14)

EAST 63.13'

PARCEL 60
NORTH 1.043 AC.
SOUTH 1.043 AC.

PARCEL 60

N34°49'05\"/>

(13)

(500)

(500)

(500)

(50A)



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
890266

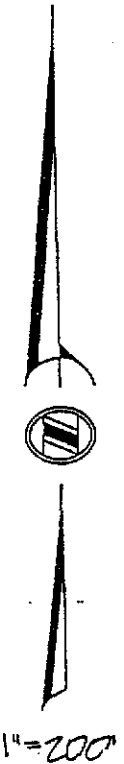
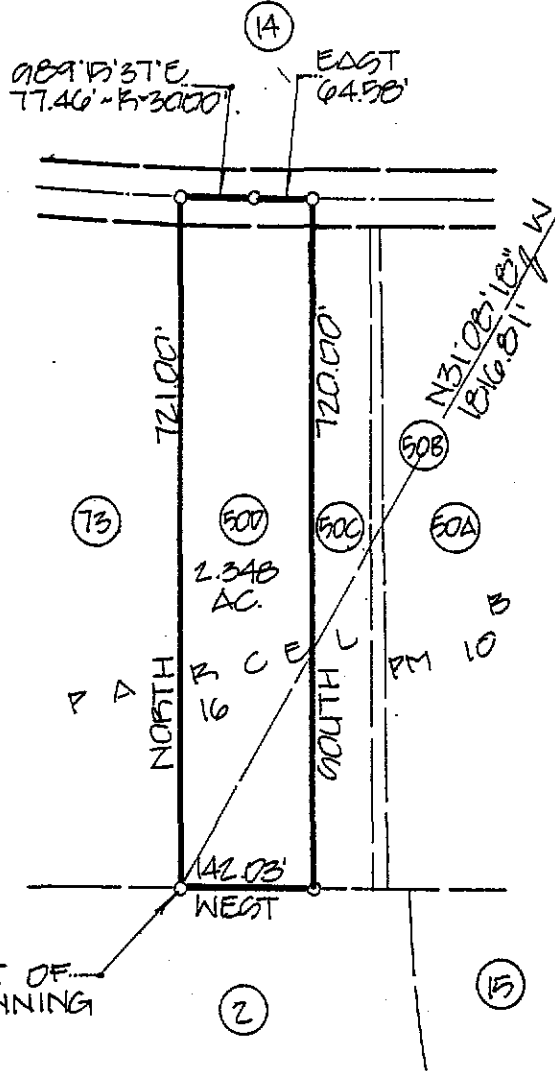
EXHIBIT A-2
37 of 60

PROJECT NORTH CENTRAL BOONEVILLE SPECIFIC PLAN
PARCEL 50C (GREEN) 0027 037

67309 172

22 23
27 26

T. 11 N., R. 6 E.,
M.D.M.



POINT OF BEGINNING



MORTON & PITALO, INC.

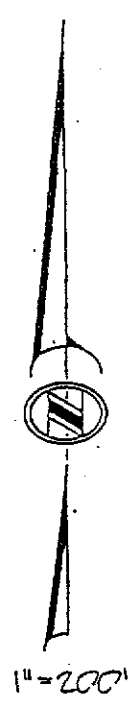
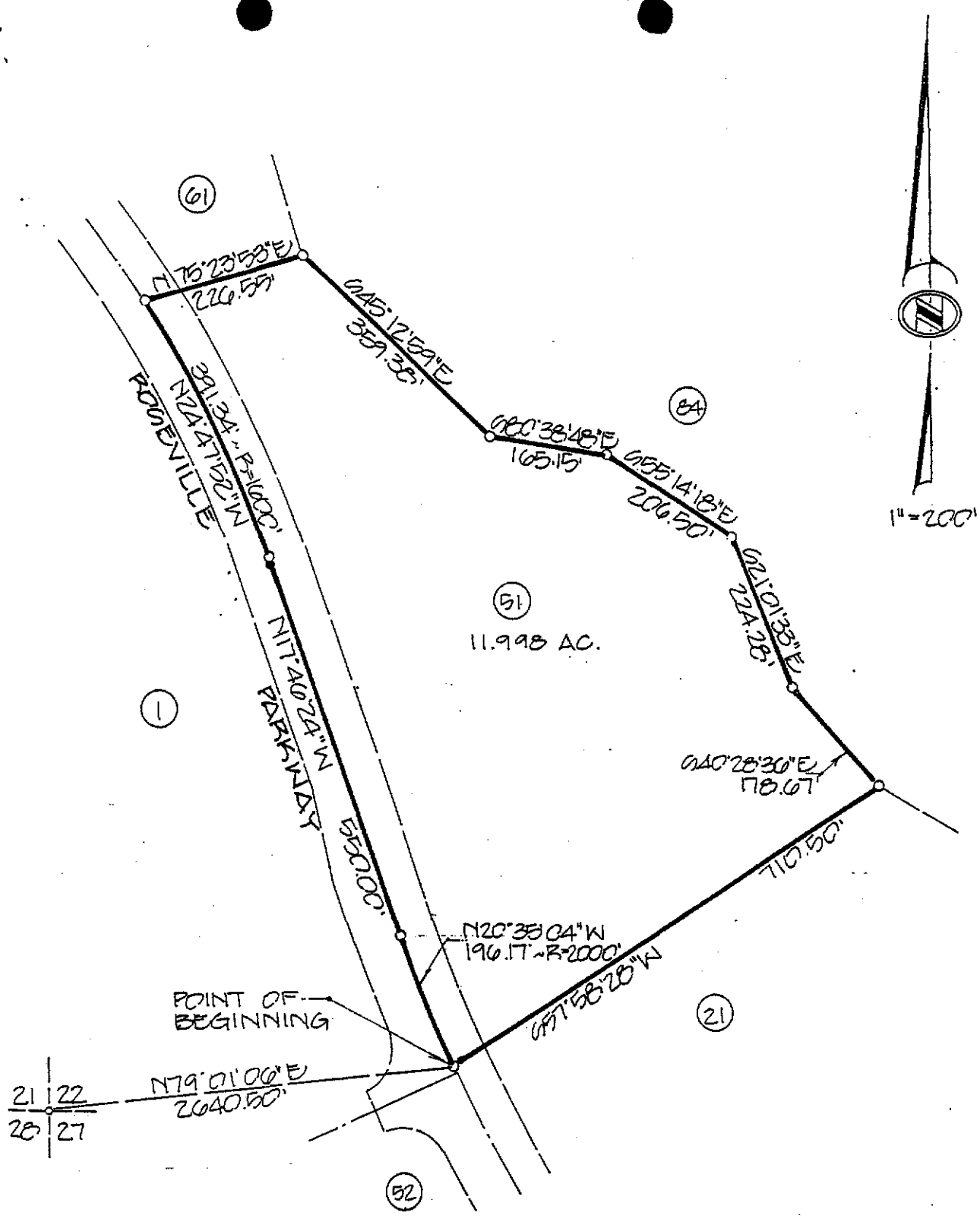
CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
EA0266

EXHIBIT A-2
38 of 60

PROJECT NORTH CENTRAL ROGEEVILLE SPECIFIC PLAN
PARCEL 500 (AROUND) 0027 0375

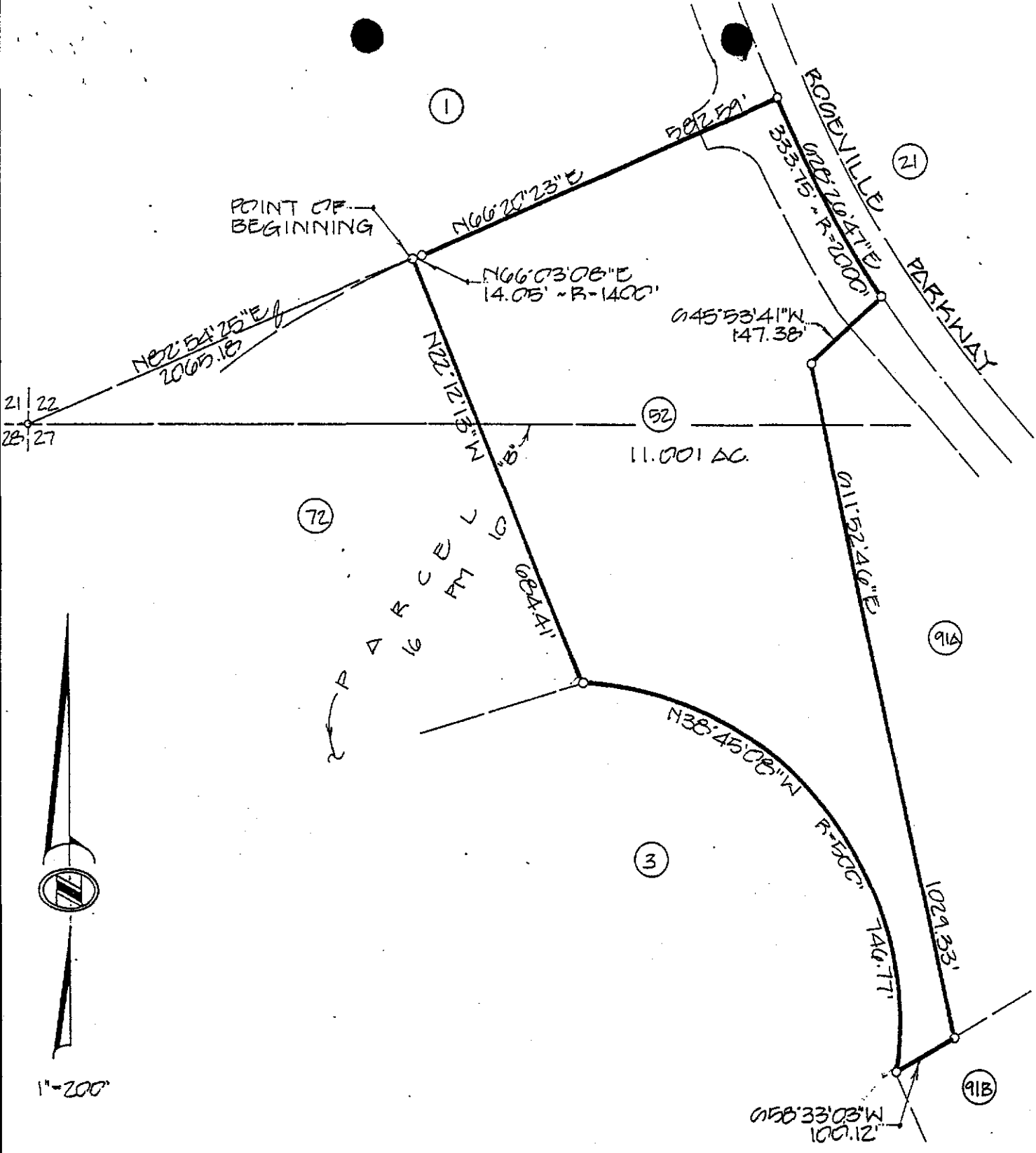


MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE	JAN. 1990
JOB NO.	EA0266
EXHIBIT A-2	
39 of 60	

PROJECT NORTH CENTRAL ROOSEVILLE CORRECTIVE PLAN
 PARCEL 51 (GROUND) 0376



1"=200'



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
JAN. 1990

JOB NO.
890266

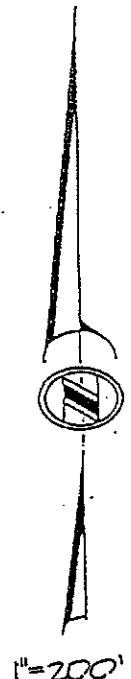
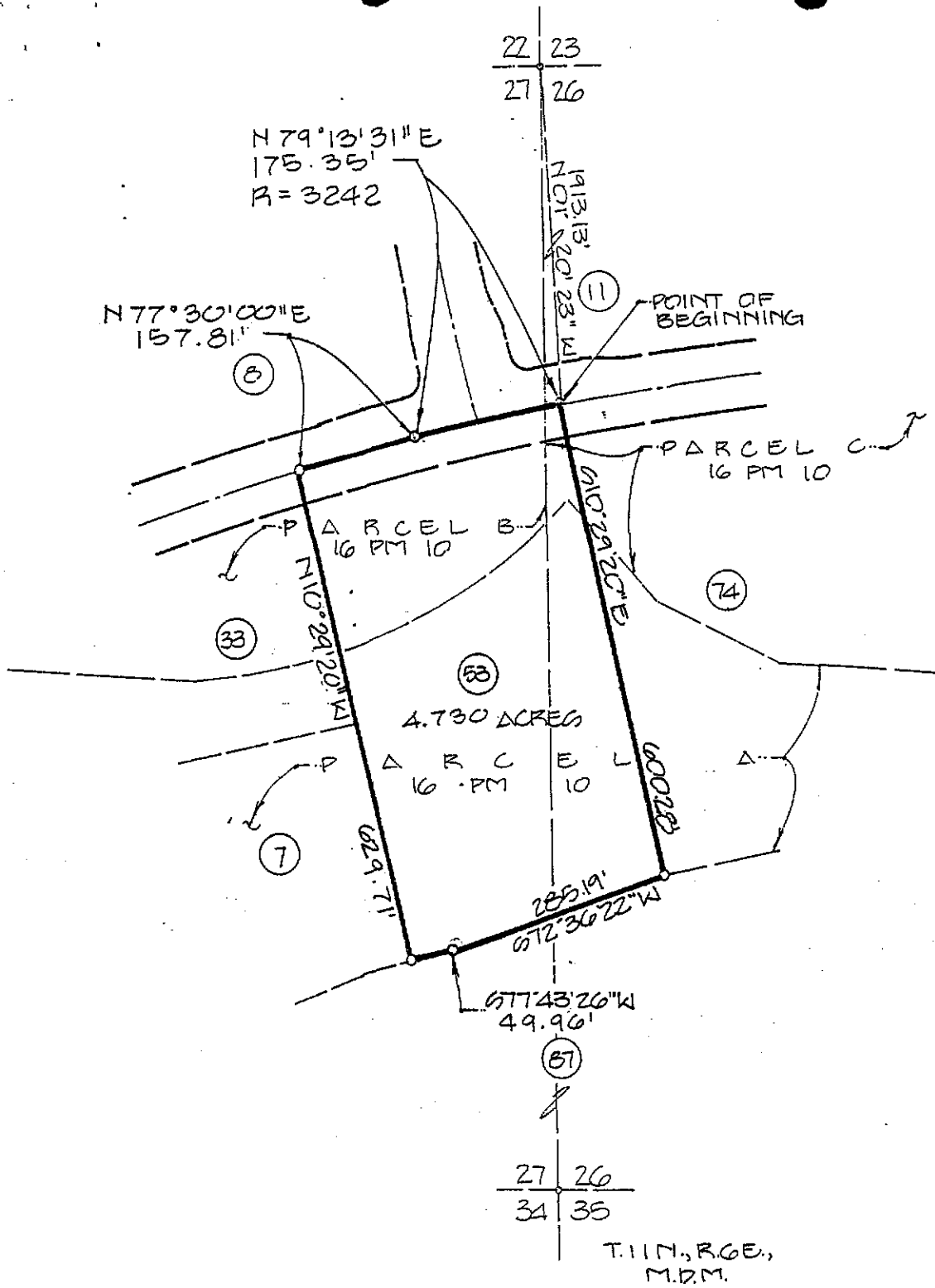
EXHIBIT A-2


40 of 60

PROJECT NORTH CENTRAL RODEVILLE SPECIFIC PLAN
PARCEL 52 (GROUP)

07309

175



 MORTON & PITALO, INC. CIVIL ENGINEERING · PLANNING · SURVEYING	DATE DEC. 1989
	JOB NO. 880134
	EXHIBIT A-2 41 of 60
PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN PARCEL 53	

07809 16

T. 11N., R. 6E.,
M.D.M.

23 24
26 25

N43°24'02"W
2343.27'

N47°54'20"E
87.28' - R=1000'

1420.57'

1420.23'

PARCEL
16 PM 10 C

20

24A

24B

POINT OF
BEGINNING

N41°33'27"E
2.855 AC

N41°33'27"W

75' TRANSMISSION LINE EGMT.
TO PAGE - 745 O.R. 477

117.5' TRANSMISSION LINE
EGMT TO PAGE 1472 O.R.
403 & 1483 O.R. 533

25' P.U.E.

N53°22'15"W
87.61' - R=2000'



1"=200'



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
890206

EXHIBIT A-2
42 of 60

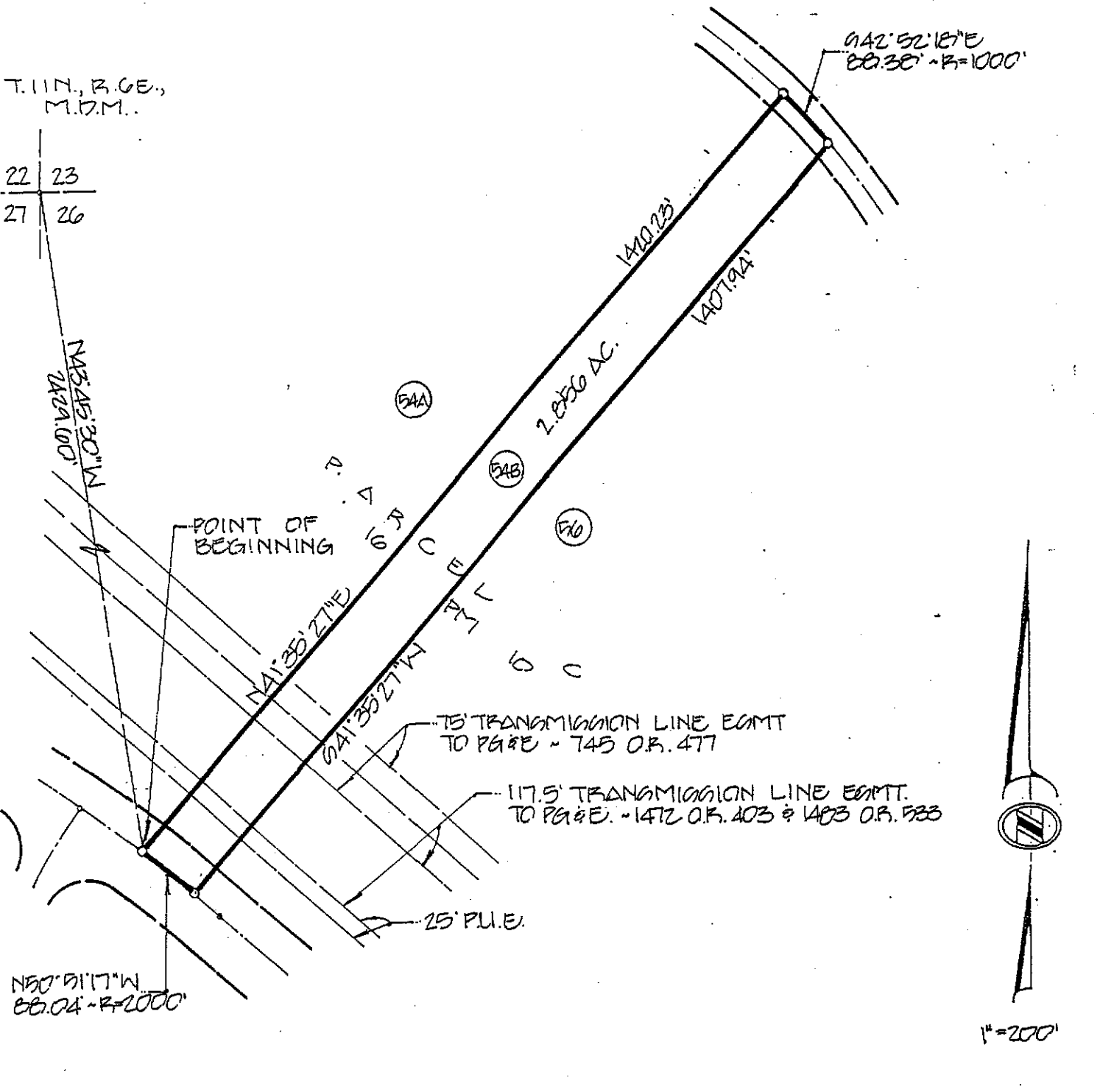
PROJECT NORTH CENTRAL ROGEEVILLE SPECIFIC PLAN
PARCEL 54 ADJACENT TO

67300

172

T. 11 N., R. 06 E.,
M.D.M.

22 | 23
27 | 26

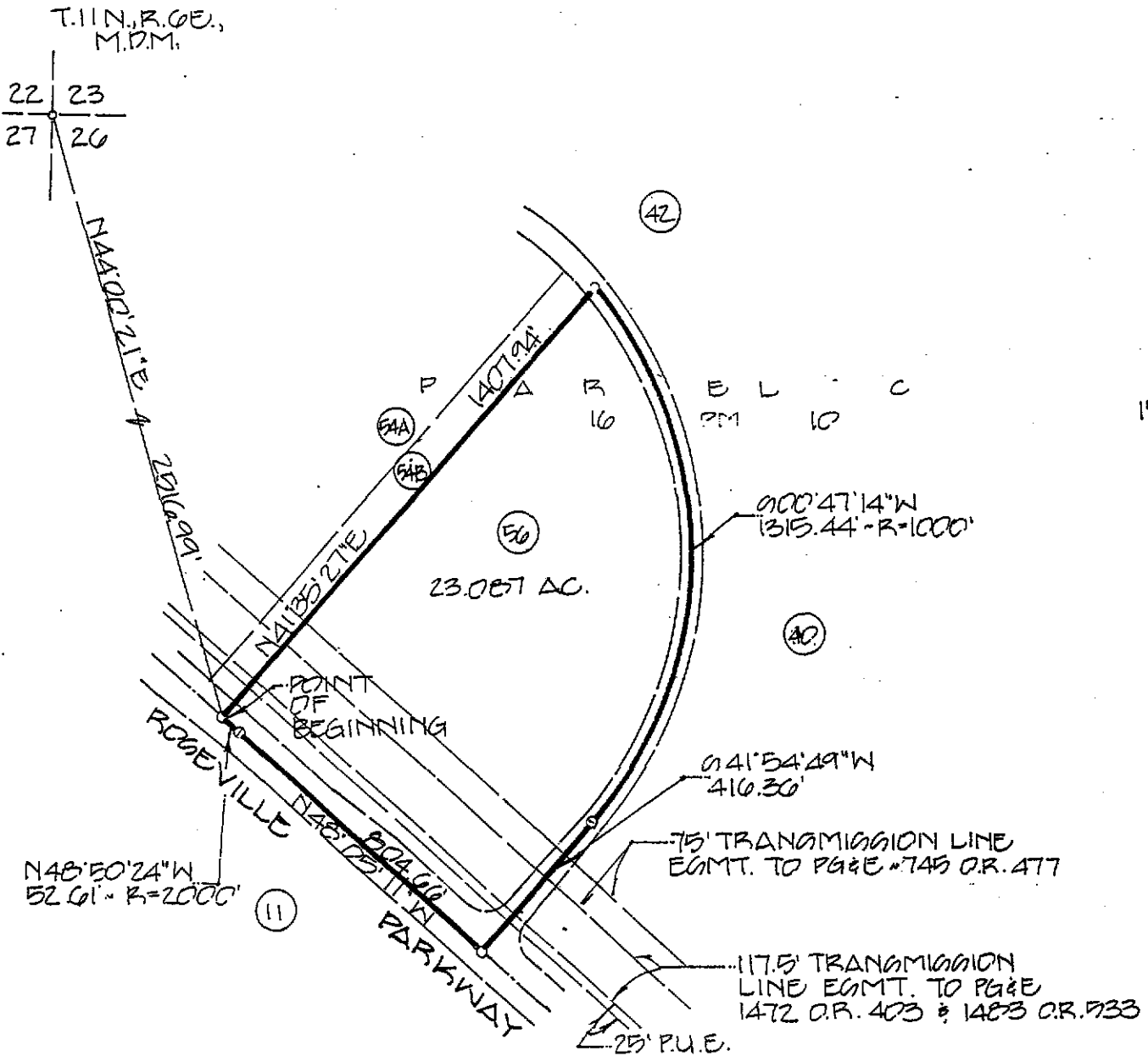



mmp **MORTON & PITALO, INC.**
CIVIL ENGINEERING • PLANNING • SURVEYING

DATE MAY, 1990
JOB NO. 890266
EXHIBIT A-2 43 of 60

PROJECT NORTH CENTRAL ROUEVILLE SPECIFIC PLAN
PARCEL 54.B

07309 178

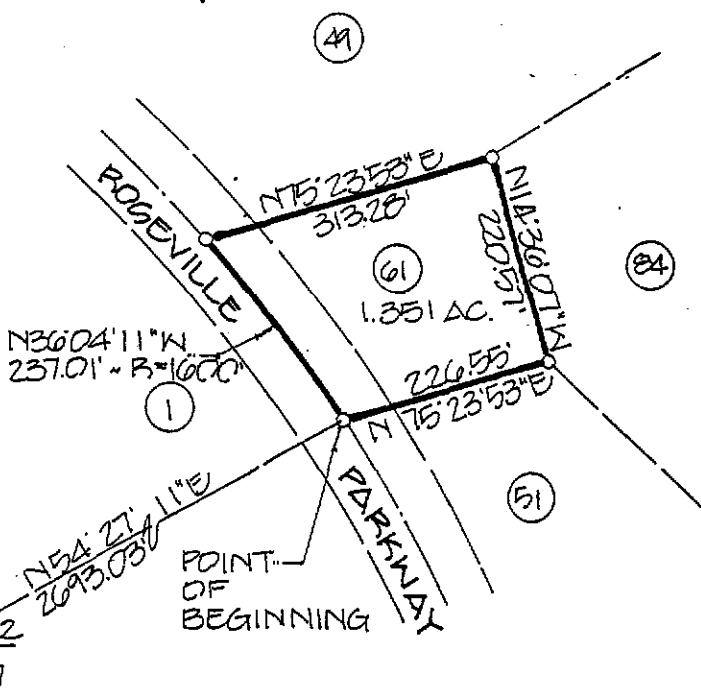


 MORTON & PITALO, INC. CIVIL ENGINEERING • PLANNING • SURVEYING	DATE MAY, 1990
	JOB NO. 890266
	EXHIBIT A-2 44 of 60
PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN PARCEL 50 (GROSS) 0000 0027 0381	

T. 11N., R. 6E.,
M.D.M.

16 15
21 22

21 22
28 27



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

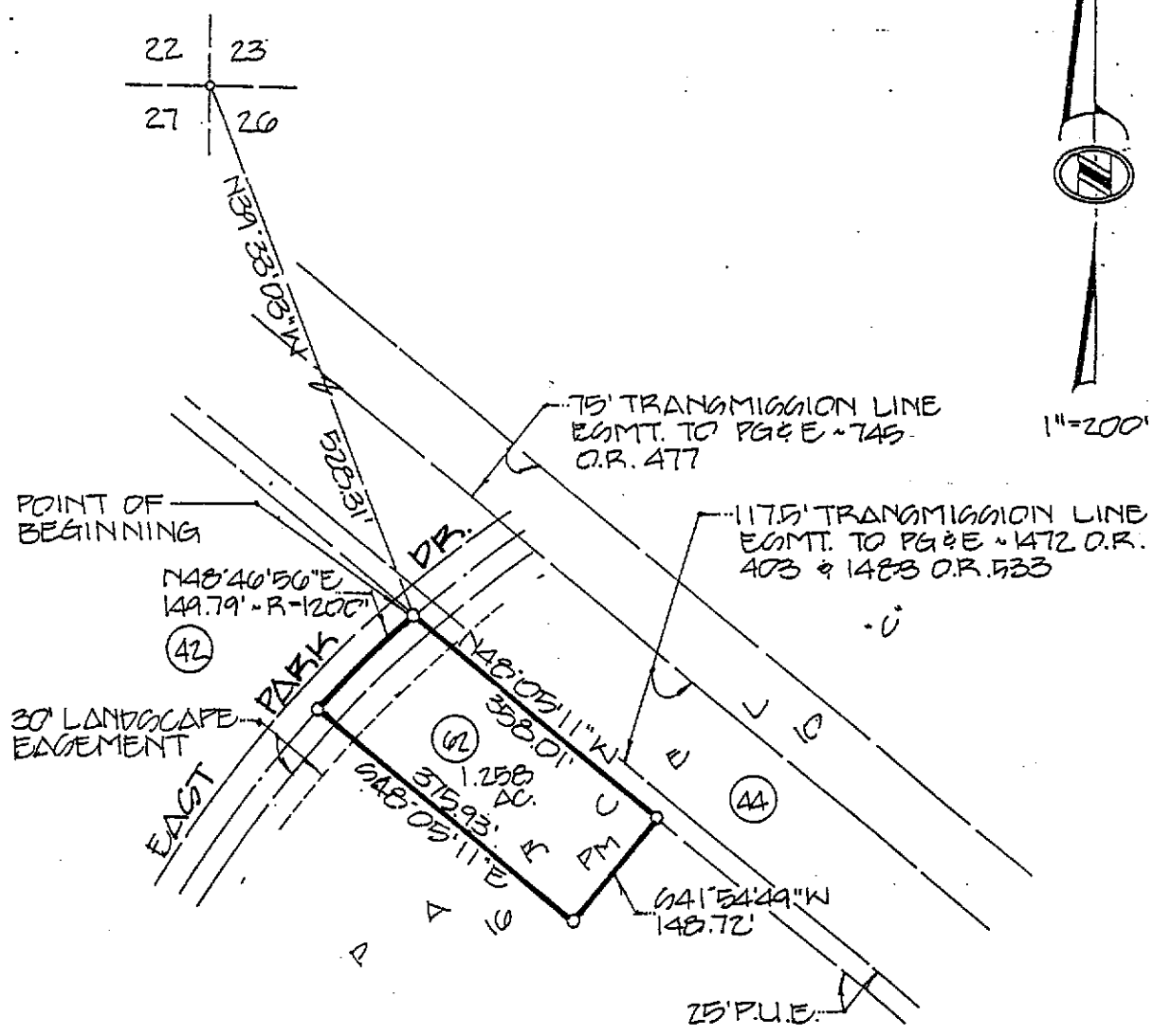
DATE
JAN. 1990

JOB NO.
890266

EXHIBIT A-2
45 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 61 (GROCKS)

07309



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
FEB. 1990

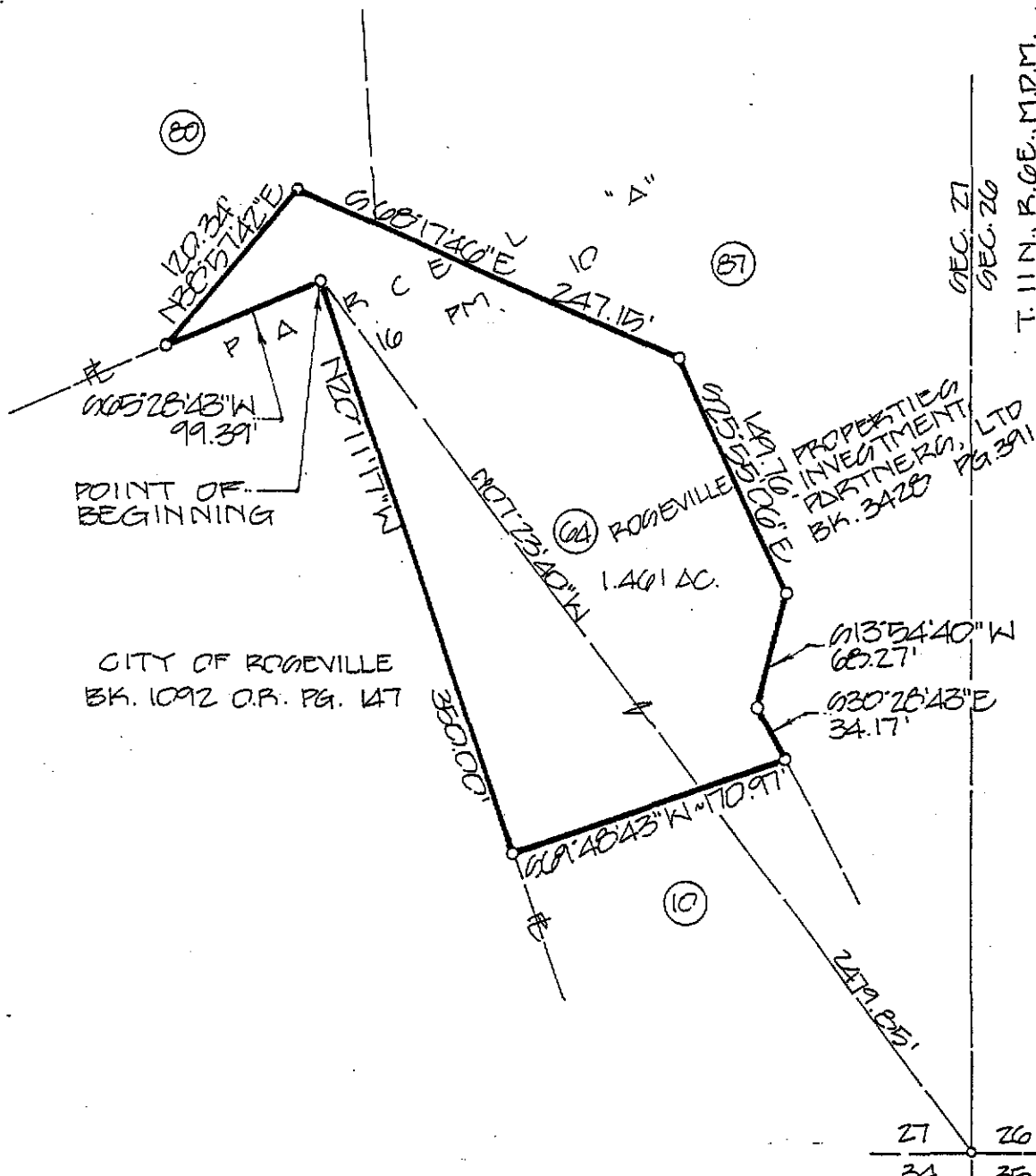
JOB NO.
890260

EXHIBIT A-2
46 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 02 (GREEN) 0000 0022 0002

37809

180



T. 11 N., R. 06 E., M. 01 M.

SEC. 27
SEC. 26



1"=100'



MORTON & PITALO, INC.

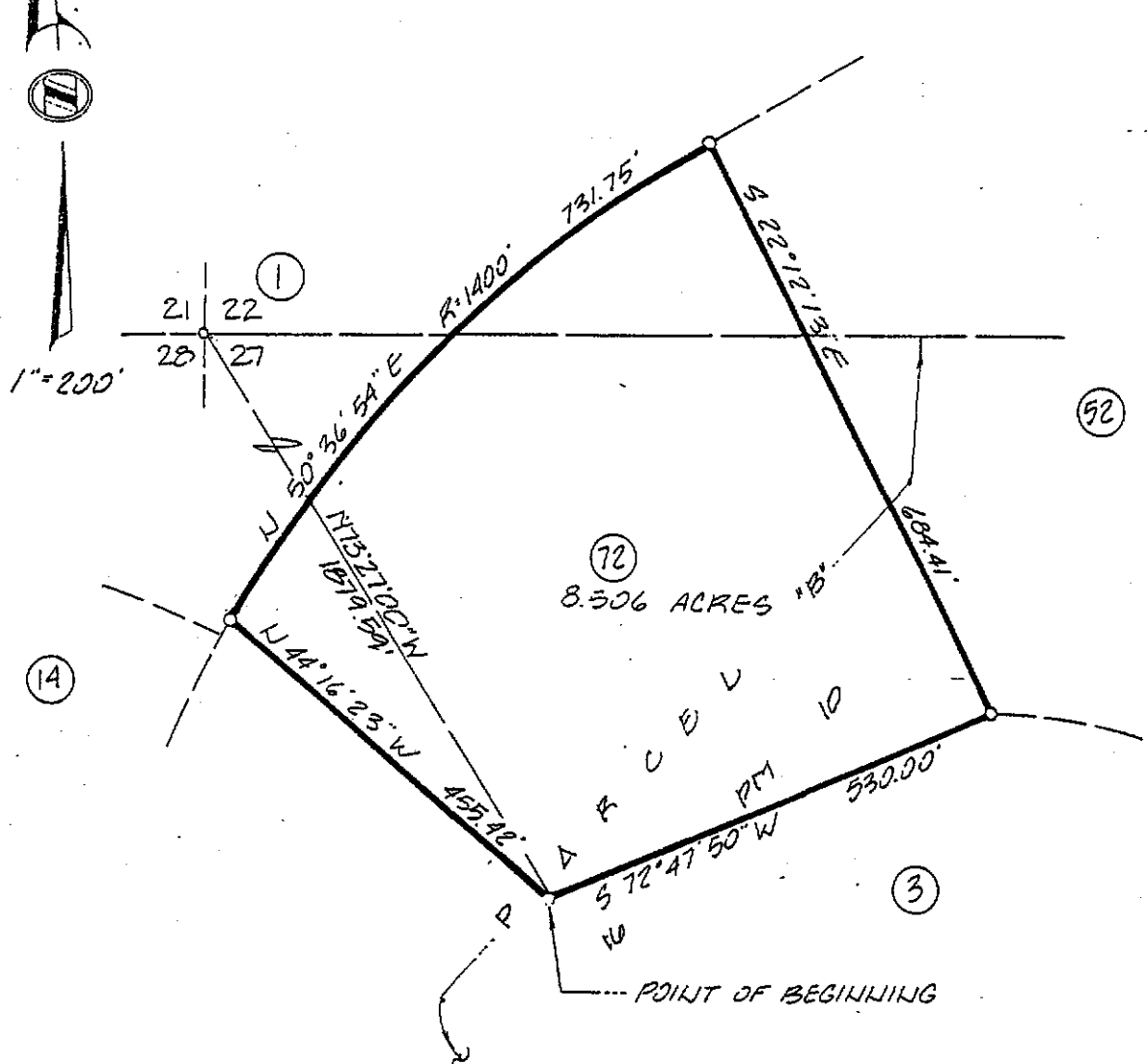
CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
JAN. 1990

JOB NO.
890266

EXHIBIT A-2
47 of 60

PROJECT NORTH CENTRAL ROSEVILLE PARCEL 64



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE	JAN. 1990
JOB NO.	890266
EXHIBIT A-2	48 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
 PARCEL 72 0000 0000 0000 0000 0000

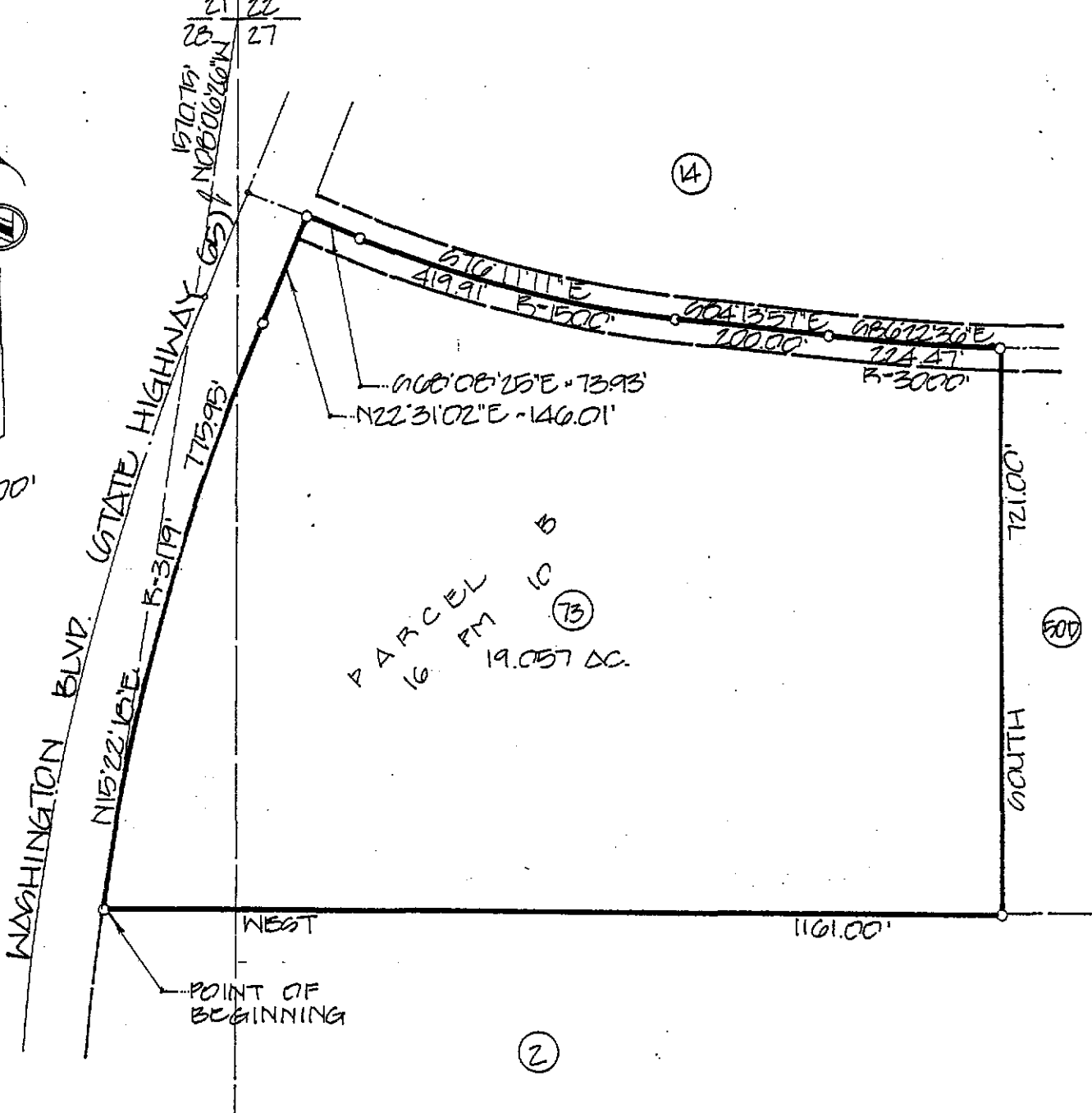
T. 11 N., R. 6 E.,
M. 2 M.

21 22
23 27

(14)



1"=200'



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
E90166

EXHIBIT A-2
49 of 60

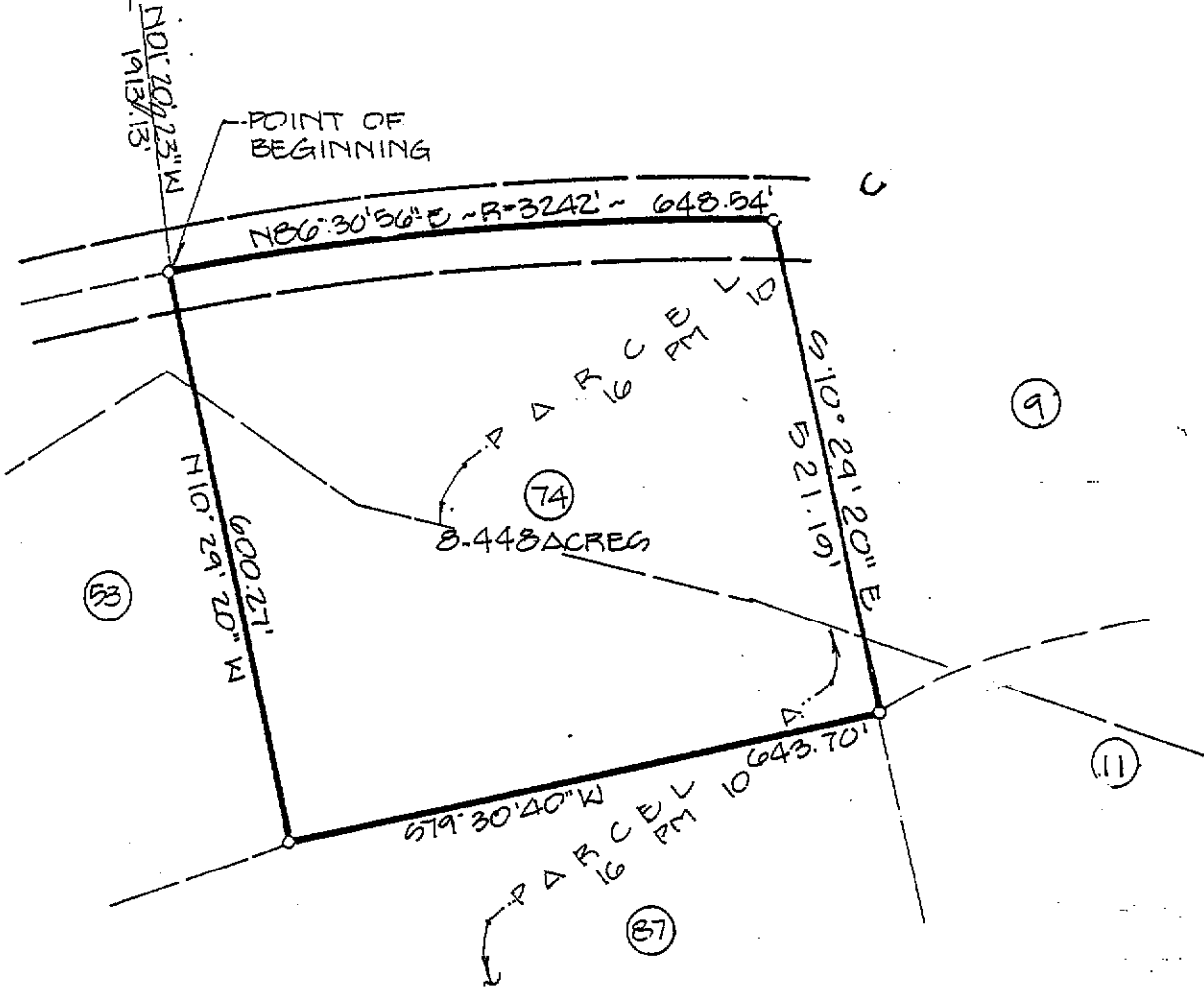
PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 73 (GROUND)

0001 0027 0385

67309

T. 117, R. 06,
M. D. M.

22 23
27 26



MORTON & PITALO, INC.

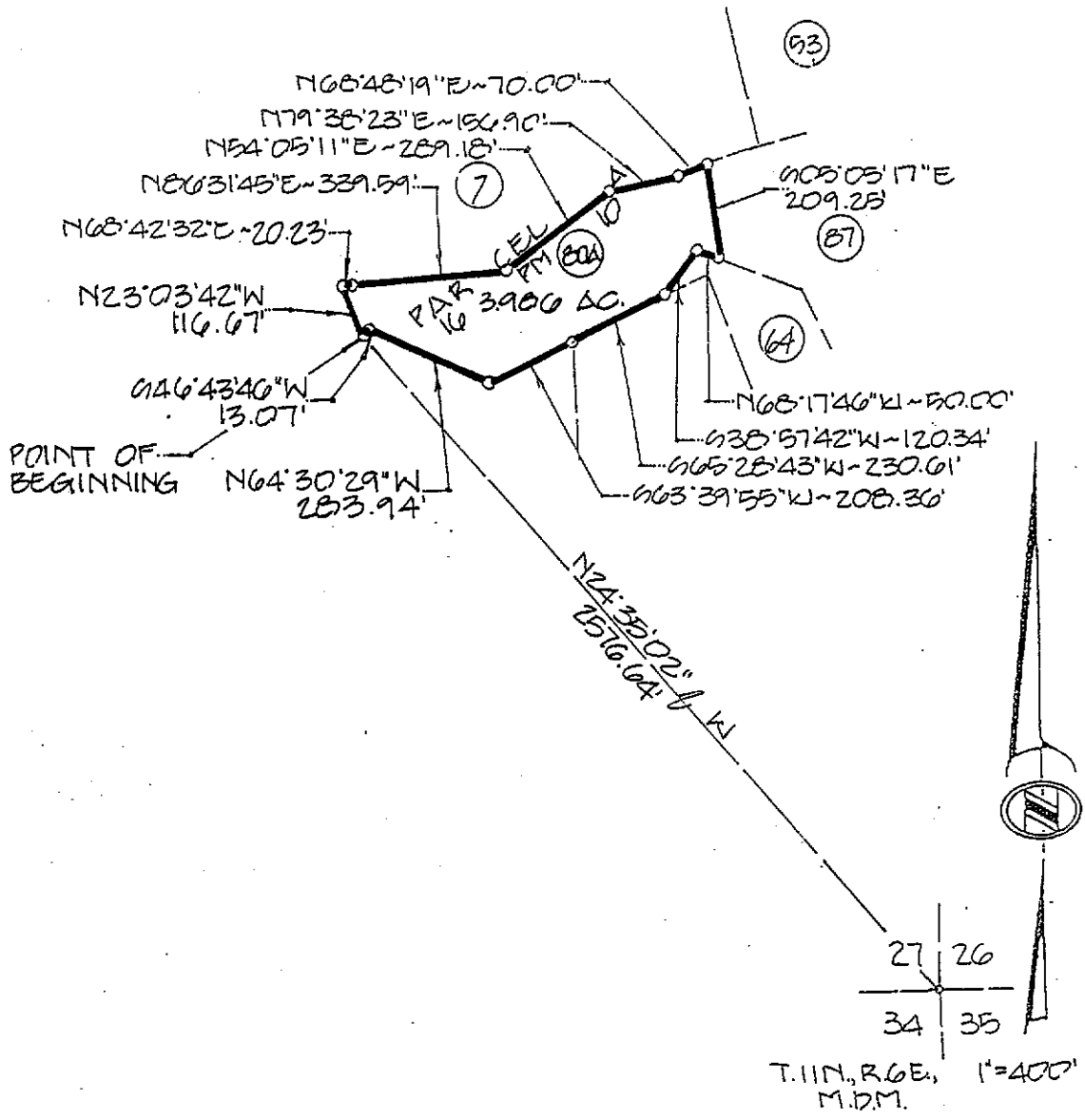
CIVIL ENGINEERING · PLANNING · SURVEYING


DATE
DEC. 1989

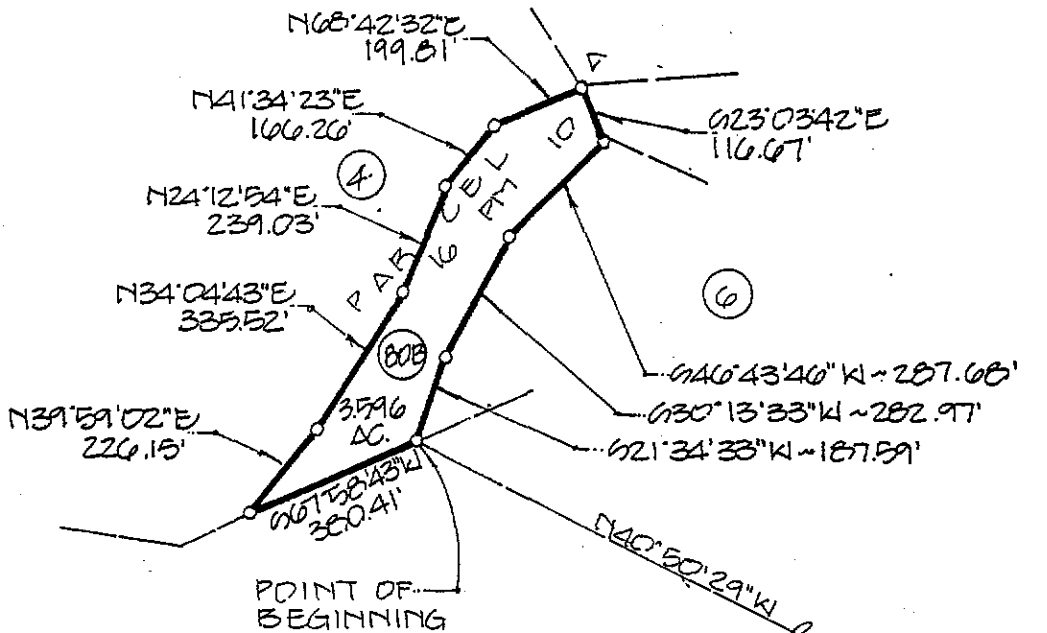
JOB NO.
880134

EXHIBIT A-2
50 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 74 0000 0000 0027 0386



 MORTON & PITALO, INC. CIVIL ENGINEERING · PLANNING · SURVEYING	DATE MAY, 1990
	JOB NO. 890266
PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN PARCEL 80A (68000)	EXHIBIT A-2 51 of 60



27 26
34 35
T.11N., R.6E., M.D.M. 1"=400'



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE

MAY 1990

JOB NO.

890266

EXHIBIT A-2

52 of 60

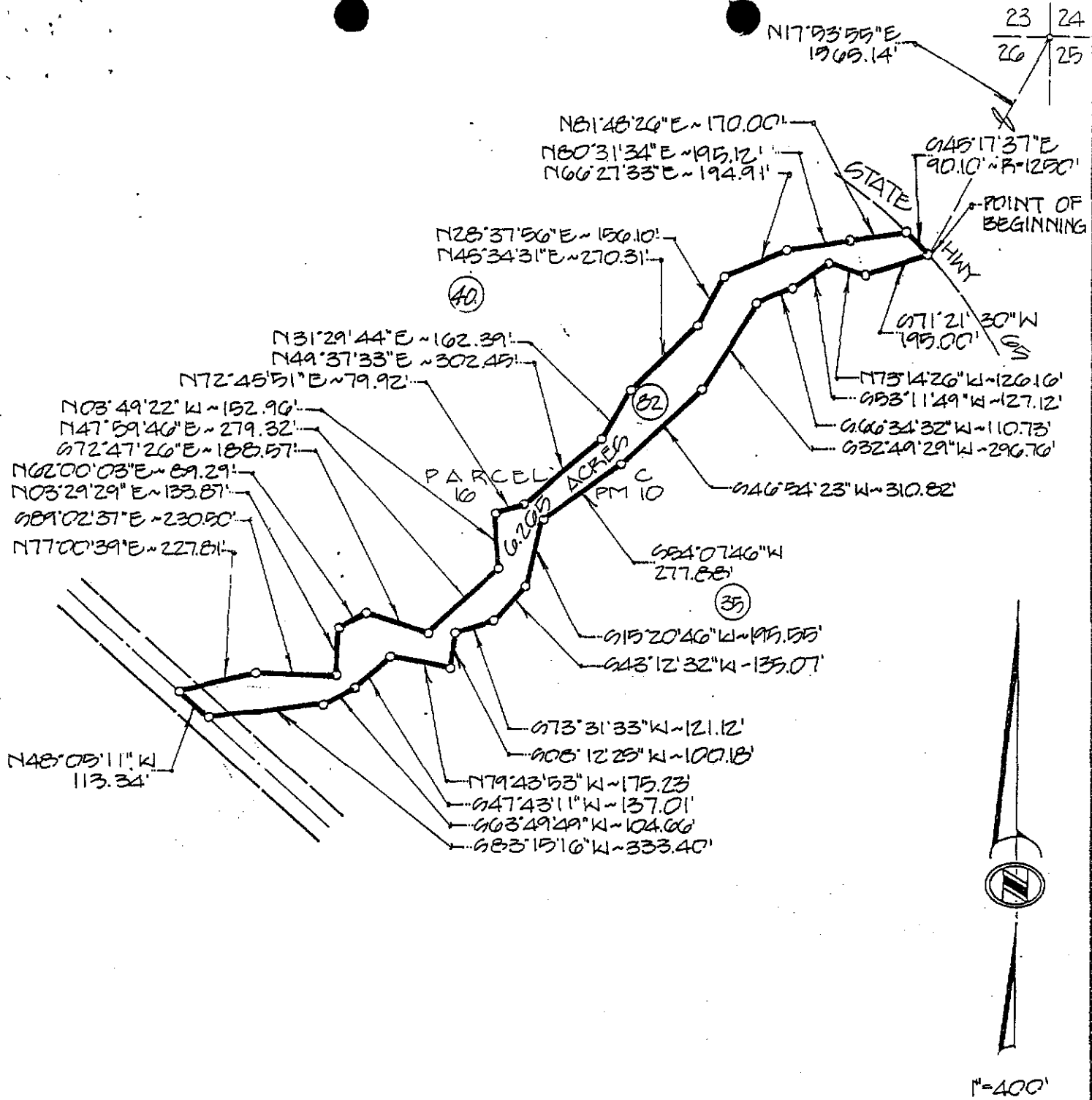
PROJECT

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 80B (890266) 0027 0388

07809

187

23 | 24
26 | 25



MORTON & PITALO, INC.

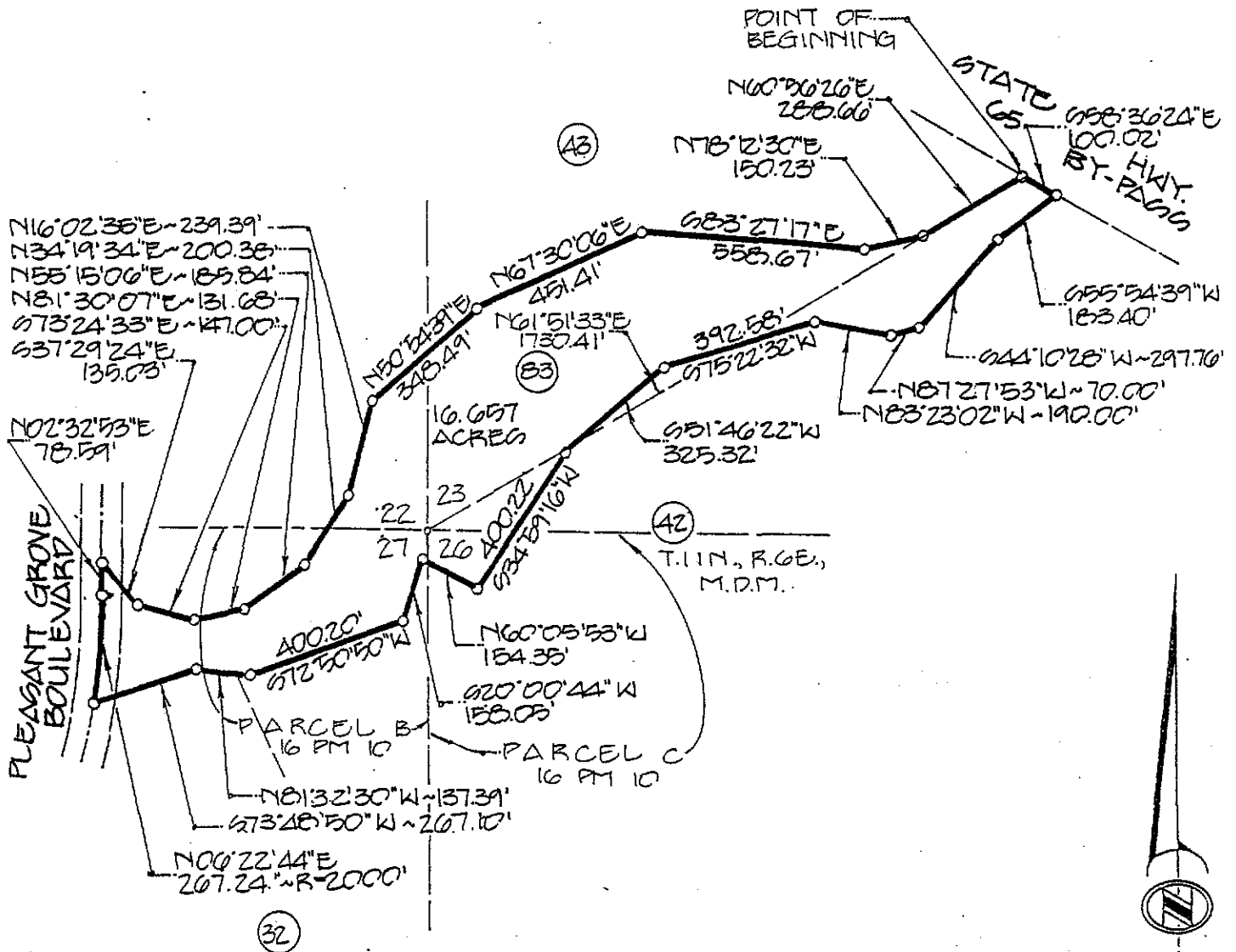
CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY, 1990

JOB NO.
890200

EXHIBIT A-2
53 of 60

PROJECT NORTH CENTRAL ROGEBVILLE SPECIFIC PLAN
PARCEL 16 (CIRCULE) 0027 0388



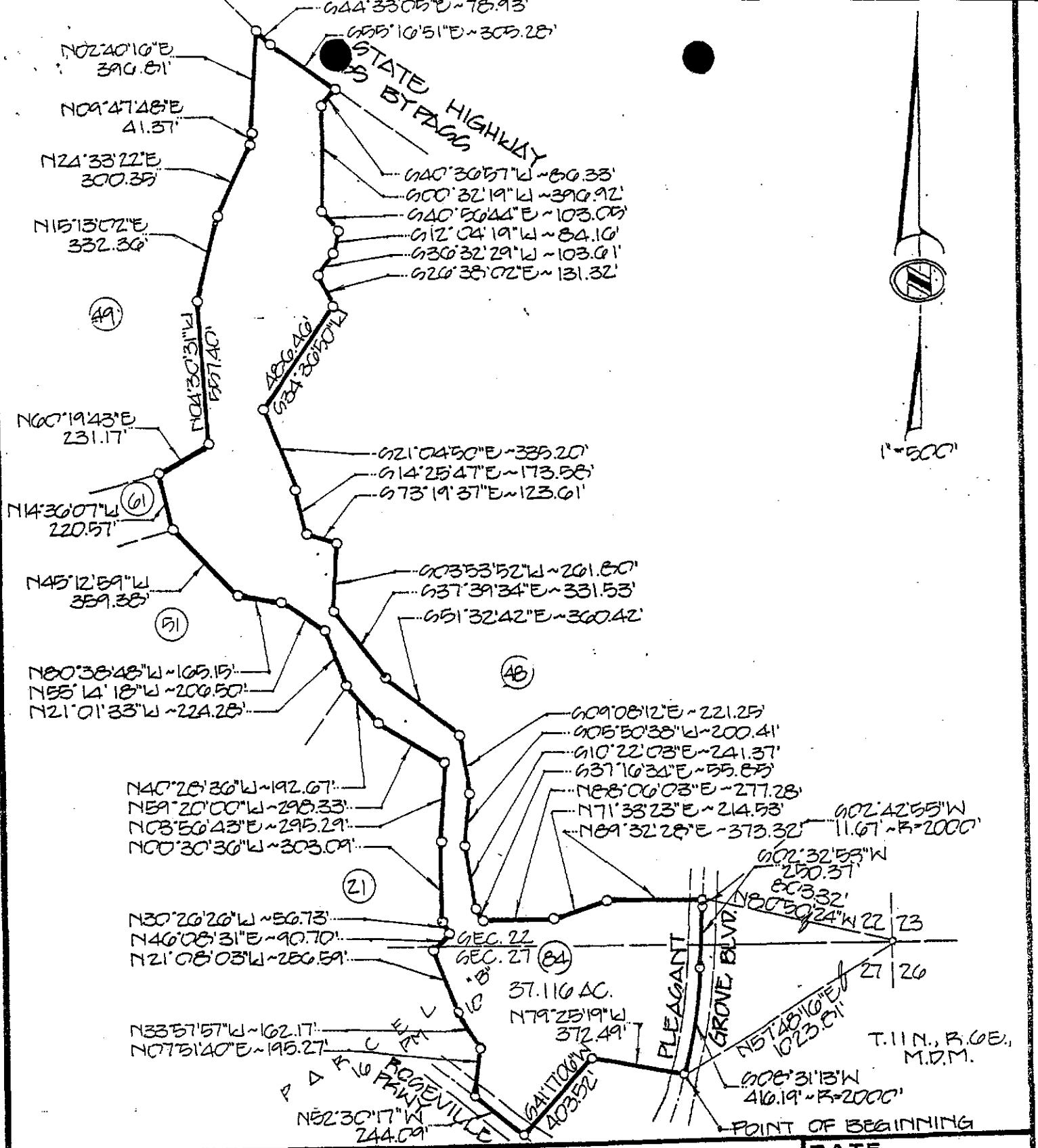
MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
 JAN. 1990
 JOB NO.
 880184

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
 PARCEL 23 (16.657 ACRES) 0027 0330

EXHIBIT A-2
 54 of 60

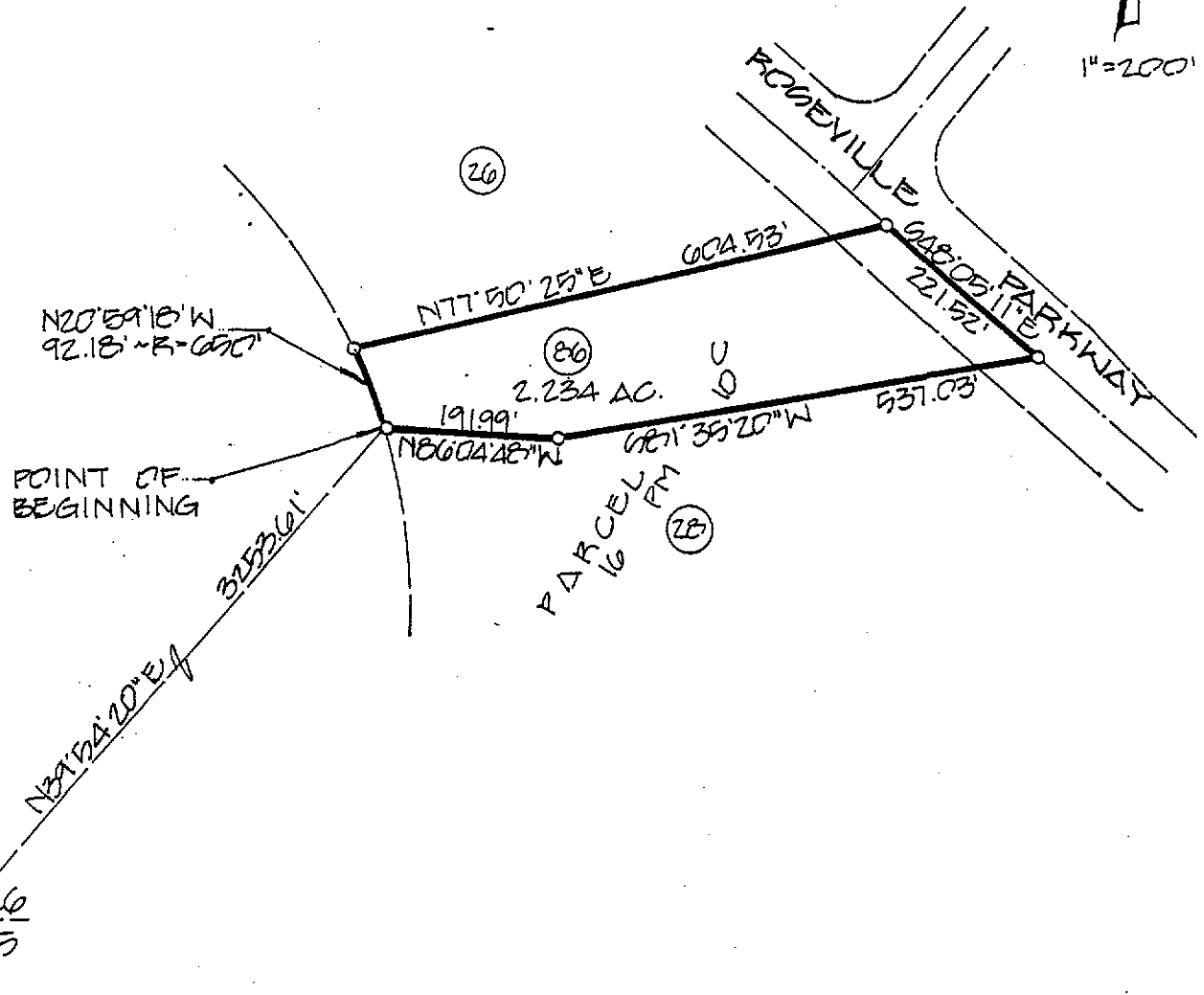
07309, 89



MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

DATE	MAY, 1990
JOB NO.	890266
EXHIBIT A-2	
55 of 60	

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN PARCEL 84 (GROUP)



27 | 26
34 | 35



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

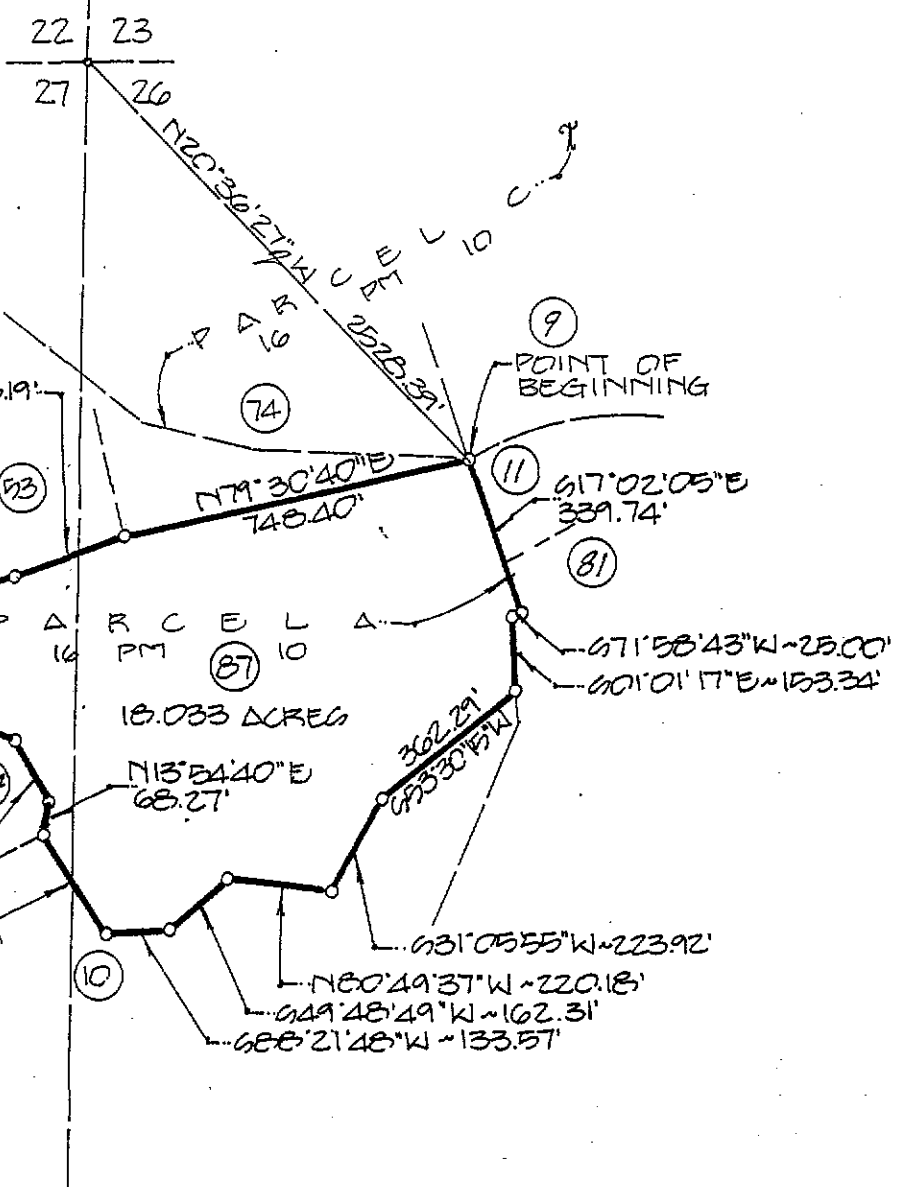
DATE
MAY, 1990

JOB NO.
EAD066

EXHIBIT A-2
56 of 60

PROJECT NORTH CENTRAL ROOSEVILLE SPECIFIC PLAN
PARCEL 86 (GROG) 0000 0027 0392

T.11N., R.6E.,
M.D.M.



1"=400'



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
DECEMBER, 1989

JOB NO.
880134

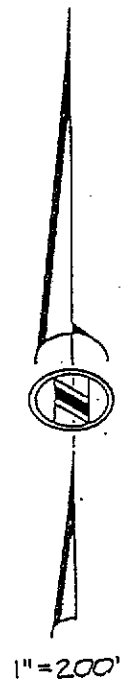
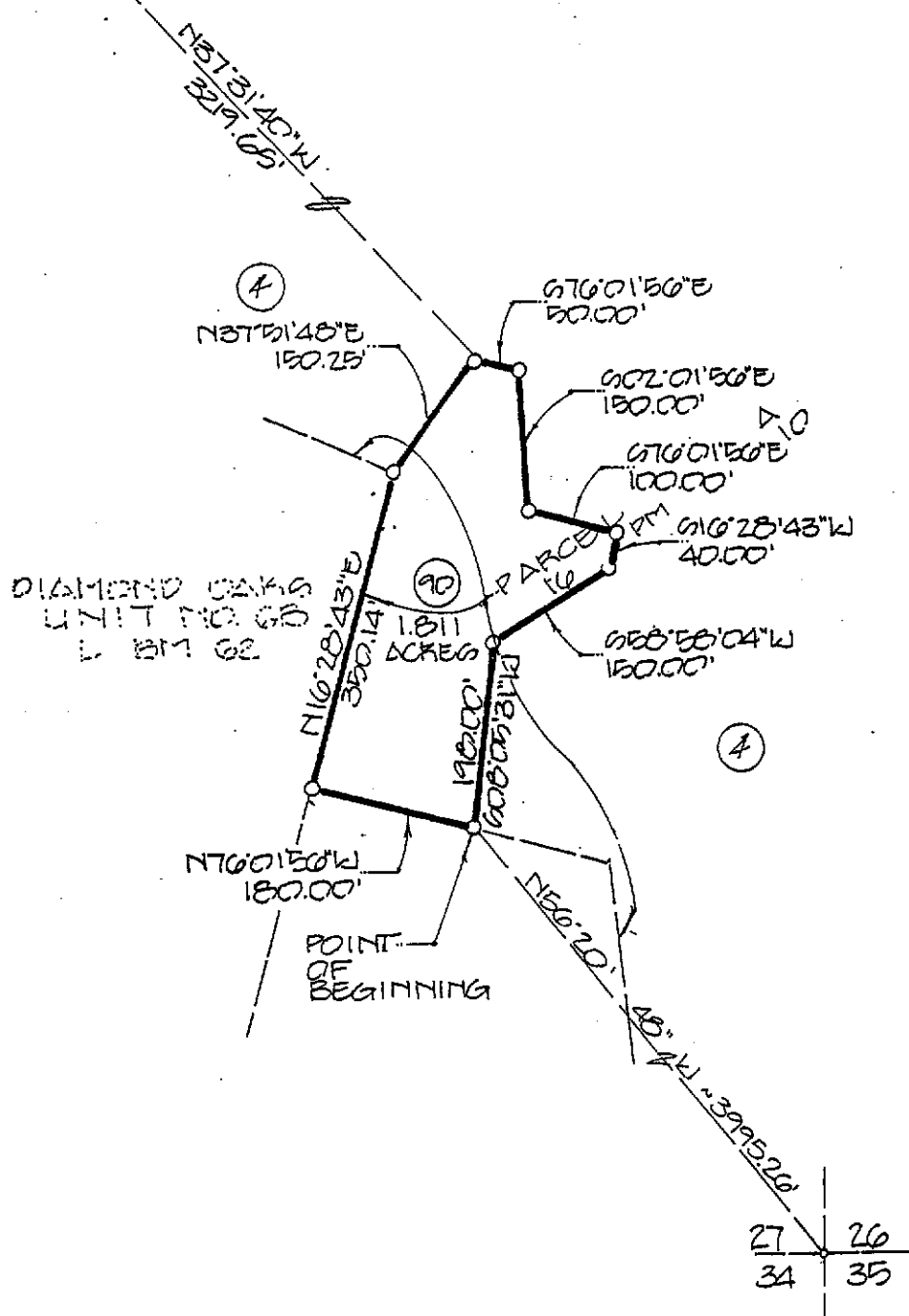
EXHIBIT A-2
57 of 60

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 8700000000000027 0393

07869

T.H.N., R.G.E.,
M.D.M.

21	22
28	27



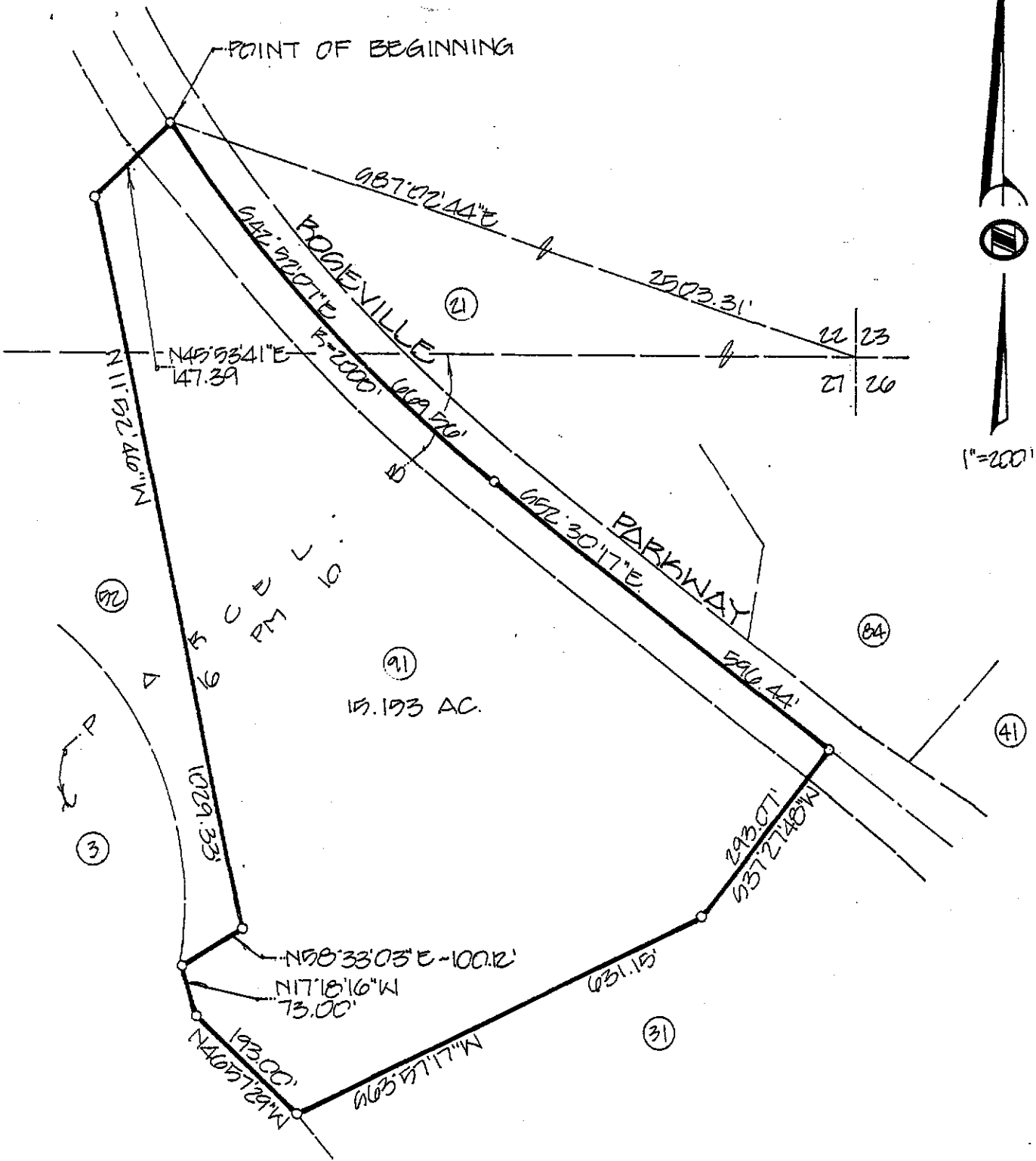
27	26
34	35



MORTON & PITALO, INC.
CIVIL ENGINEERING · PLANNING · SURVEYING

DATE	JAN. 1990
JOB NO.	890266
EXHIBIT A-2	
58 of 60	

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 90 (GROSS)



MORTON & PITALO, INC.

CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY 1990

JOB NO.
E90166

EXHIBIT A-2

PROJECT NORTH CENTRAL BOGLEVILLE DEVELOPMENT PARCEL 91 (GROSS)

59 of 60

67309 193

North Central Roseville Specific Plan

Land Use Map

May 7, 1990

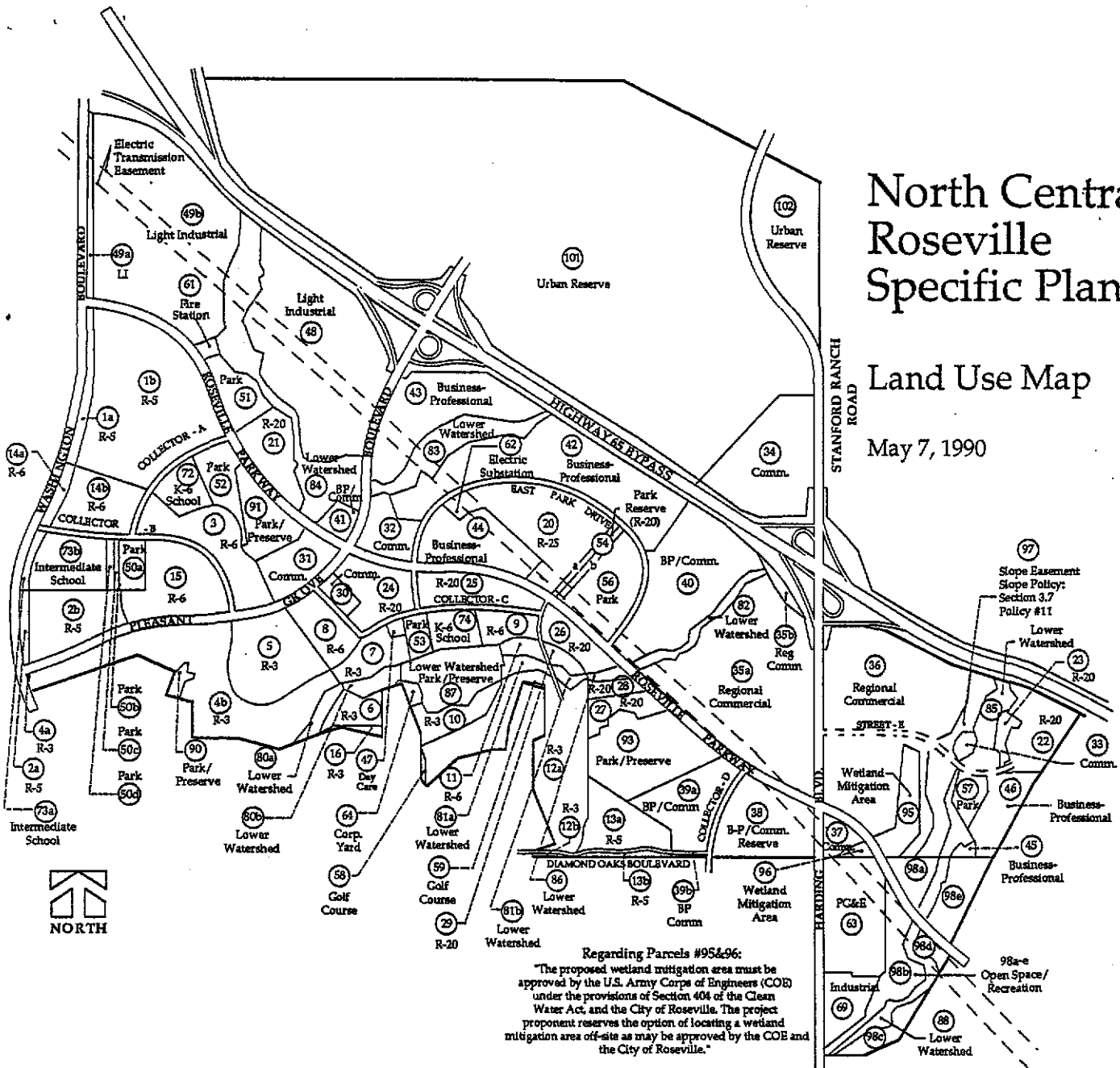


EXHIBIT B Schematic Development Plan

5/17/90

0000 0000 0027 03

07809

196

Parcel	Land Use	Acres	Units	Ownership
1	R-5	80.88	345	RMB
2	R-5	25.92	120	RMB
3	R-6	26.25	157	RMB
4	R-3	56.71	169	RMB
5	R-3	27.19	82	RMB
6	R-3	7.25	21	RMB
7	R-3	10.26	25	RMB
8	R-6	12.90	80	RMB
9	R-6	6.33	38	RMB
10	R-3	8.53	20	RMB
14	R-6	20.61	120	RMB
15	R-6	25.70	154	RMB
20	R-25	34.42	832	RMB
21	R-20	14.85	304	RMB
24	R-20	16.76	343	RMB
25	R-20	15.64	320	RMB
26	R-20	10.85	223	RMB
27	R-20	8.59	174	RMB
28	R-20	3.58	72	RMB
30	NEIGHBORHOOD COMMERCIAL	3.97		RMB
31	COMMUNITY COMMERCIAL	13.96		RMB
32	COMMUNITY COMMERCIAL	12.40		RMB
34	COMMERCIAL	41.47		RMB
35A	REGIONAL COMMERCIAL	91.69		RMB
38	BP/COMM RESERVE	29.54		RMB
39	BUSINESS PROFESSIONAL/COMM	22.39		RMB
40	BUSINESS PROFESSIONAL/COMM	49.43		RMB
41	BUSINESS PROFESSIONAL/COMM	3.48		RMB
42	BUSINESS PROFESSIONAL	59.51		RMB
43	BUSINESS PROFESSIONAL	36.65		RMB
44	BUSINESS PROFESSIONAL	20.42		RMB
47	DAYCARE CENTER	1.09		RMB
48	LIGHT INDUSTRIAL	88.23		RMB
49B	LIGHT INDUSTRIAL	100.77		RMB
50A	PARK	4.50		RMB
50B	PARK	0.27		RMB
50C	PARK	0.51		RMB
50D	PARK	2.66		RMB
51	PARK	10.70		RMB
52	PARK	10.10		RMB
53	PARK	4.50		RMB
54a	PARK/RESERVE (R-20)	2.14	22	RMB
54b	PARK/RESERVE (R-20)	3.26	22	RMB
56	PARK	20.80		RMB
61	FIRE STATION	1.08		RMB
62	ELECTRICAL SUBSTATION	1.17		RMB
64	CORPORATION YARD	1.46		RMB
69	INDUSTRIAL	10.00		RMB
72	K-6 SCHOOL	8.00		RMB
73	INTERMEDIATE SCHOOL	18.42		RMB
74	K-6 SCHOOL	8.00		RMB
80A	LOWER WATERSHED	4.30		RMB
80B	LOWER WATERSHED	3.40		RMB
82	LOWER WATERSHED	5.74		RMB
83	LOWER WATERSHED	16.30		RMB
84	LOWER WATERSHED	36.00		RMB
86	LOWER WATERSHED	1.98		RMB
87	LOWER WATERSHED (PARK)	18.03		RMB
90	PARK/PRESERVE	1.81		RMB
91	PARK/PRESERVE	13.67		RMB
93	PARK/PRESERVE	33.04		RMB
	RIGHT OF WAY	86.13		
	TOTAL	1316.19	3643	

EXHIBIT C
Table of Land Uses

5/17/90

0000 0000 0027 0397

07809

197

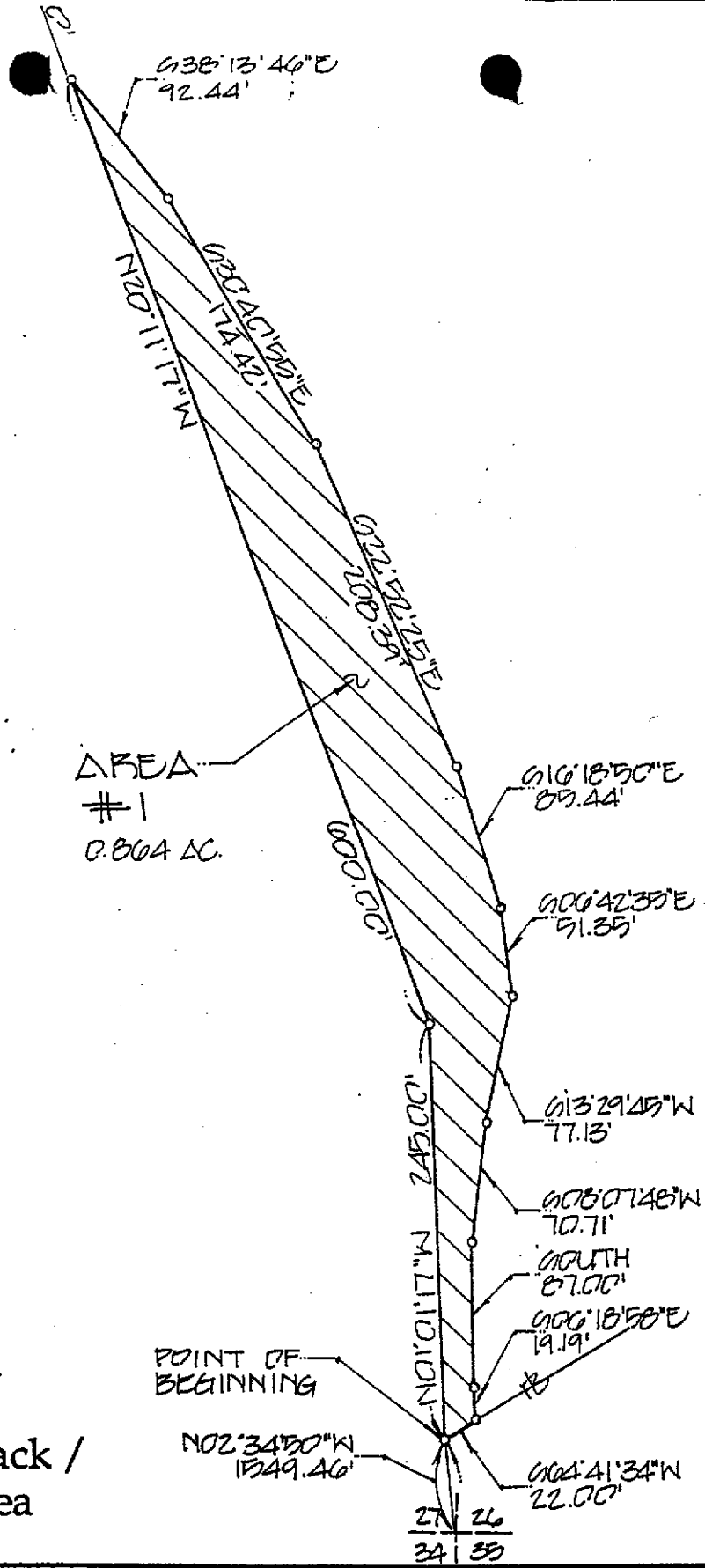


EXHIBIT D-1
 1 OF 4
 Diagram Of Setback /
 Restriction Area

5/17/90

mp MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

NORTH CENTRAL ROSEVILLE
 SPECIFIC PLAN
 SETBACK ZONE
 AREA #1

DATE: FEB. 1990 JOB NO: 890266
 SCALE 1"=100' DRAWN/ENGR:

SHEET
 OF

07309

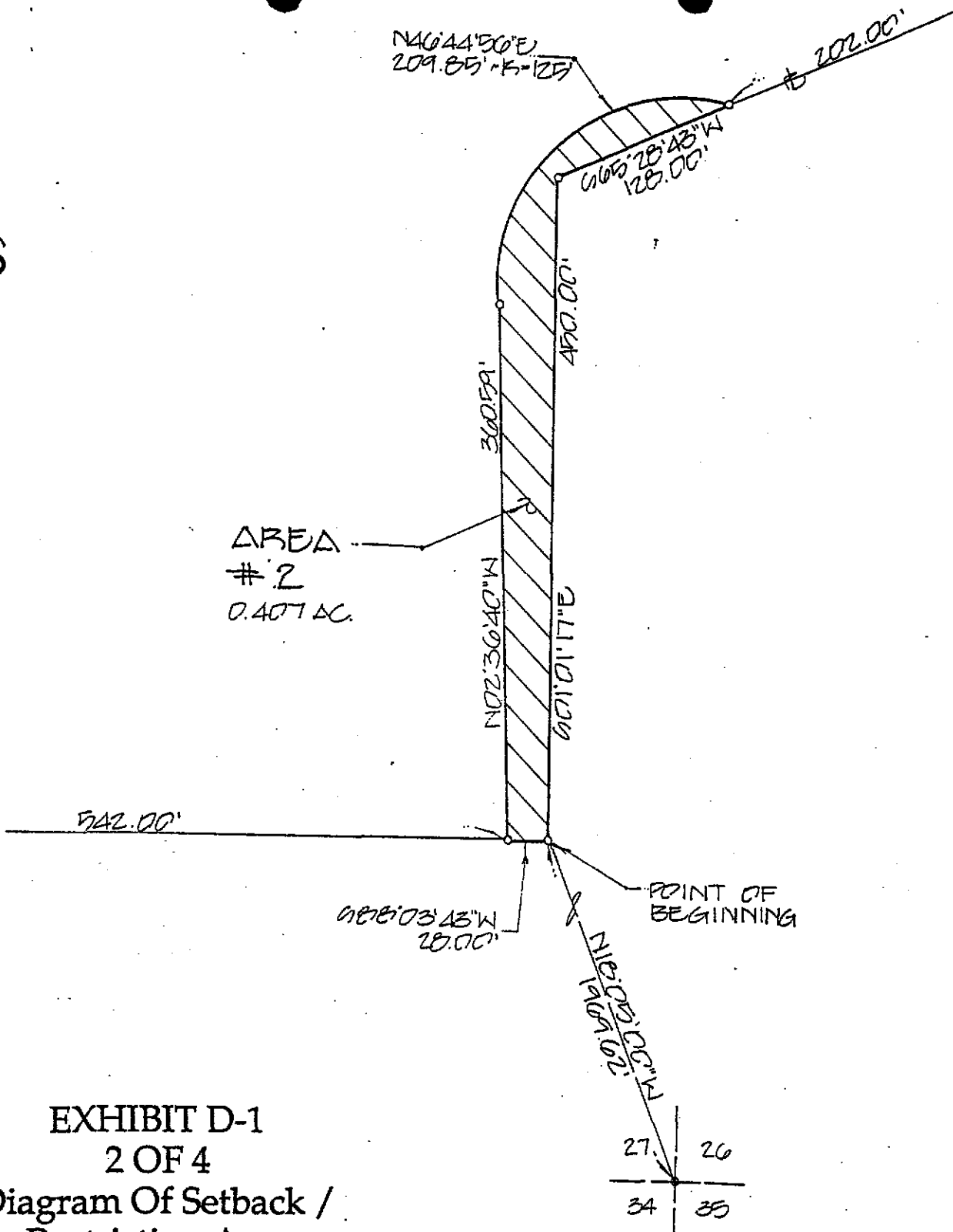


EXHIBIT D-1
 2 OF 4
 Diagram Of Setback /
 Restriction Area

5/17/90



MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

NORTH CENTRAL ROSEVILLE
 SPECIFIC PLAN

DATE: FEB. 1990 JOB NO: 890260
 SCALE: 1"=100' DRAWN/ENGR:

SHEET
 OF

0000 0027 AREA #2

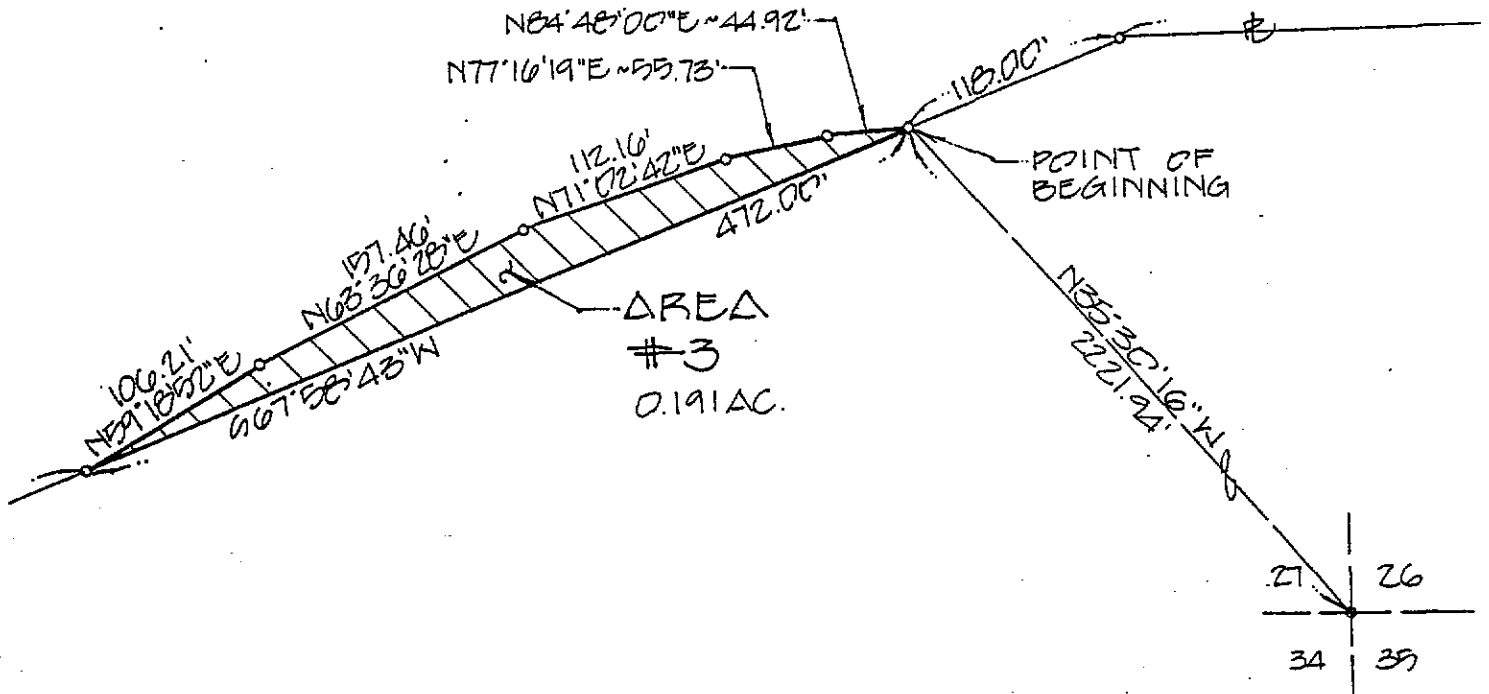


EXHIBIT D-1
 3 OF 4
 Diagram Of Setback /
 Restriction Area

5/17/90



MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

NORTH CENTRAL ROSEVILLE
 SPECIFIC PLAN
 SETBACK ZONE

DATE: FEB. 1990 JOB NO: E90266

SCALE: 1"=100' DRAWN/ENGR:

SHEET OF

0000 0027 033 AREA #3

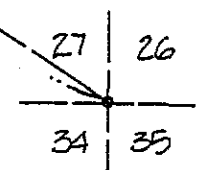
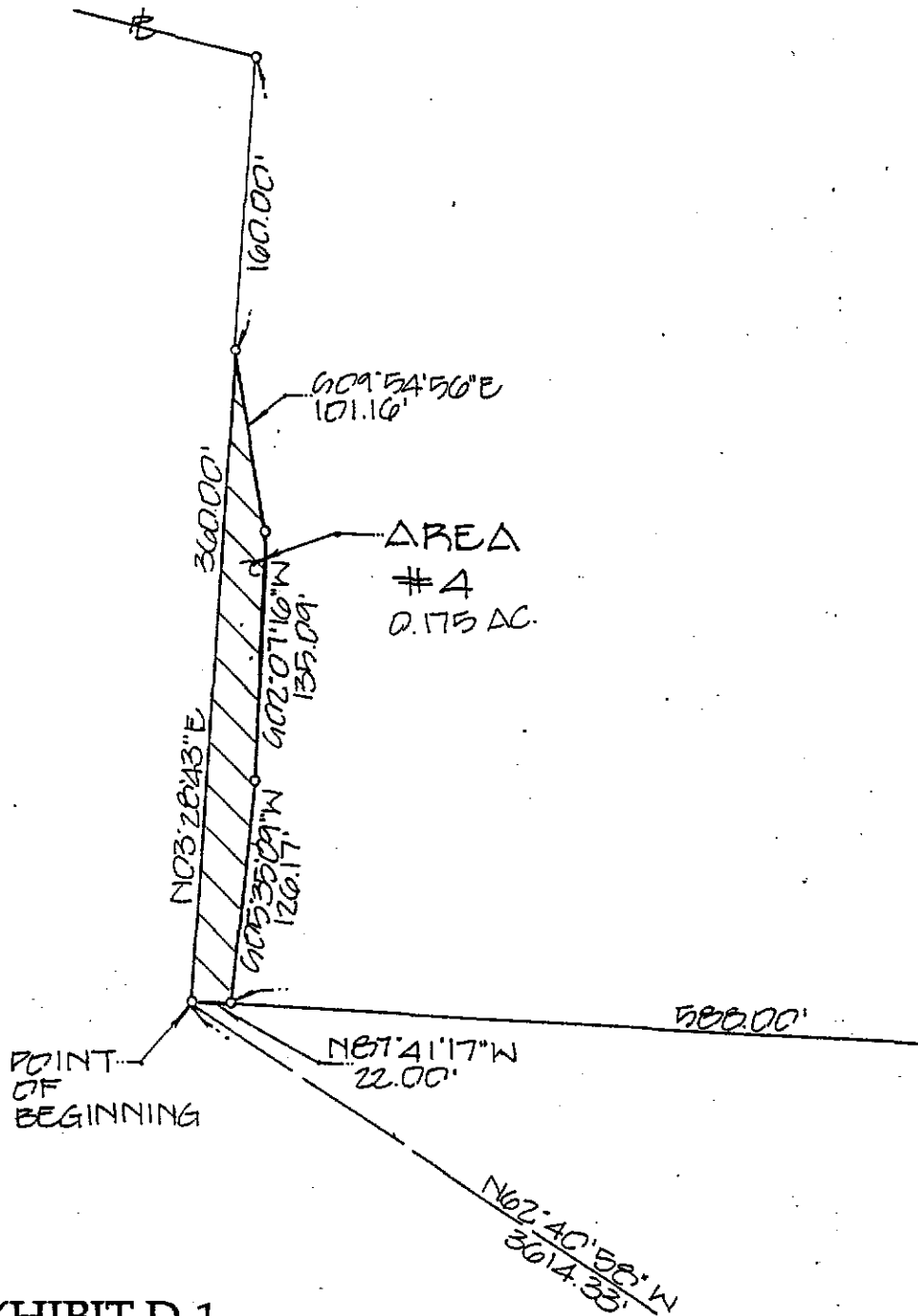


EXHIBIT D-1
4 OF 4
Diagram Of Setback /
Restriction Area

5/17/90



MORTON & PITALO, INC.
CIVIL ENGINEERING · PLANNING · SURVEYING

NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN
SETBACK ZONE

DATE: FEB 1990 JOB NO: EAP2166

SCALE: 1" = 100' DRAWN/ENGR:

SHEET
OF

0000 0027 0400 AREA #4

07809

208

February 15, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
SETBACK ZONE NO. 1

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southerly line of said Parcel A, said point bears North 02°34'50" West 1549.46 feet from the Southeast corner of said Section 27;

thence, along the Southerly line of said Parcel A, North 01°01'17" West 245.00 feet and North 20°11'17" West 600.00 feet;

thence, leaving said Southerly line, South 38°13'46" East 92.44 feet;

thence, South 30°40'55" East 174.42 feet;

thence, South 22°52'25" East 208.39 feet;

thence, South 16°18'50" East 85.44 feet;

thence, South 06°42'35" East 51.35 feet;

thence, South 13°29'45" West 77.13 feet;

thence, South 08°07'48" West 70.71 feet;

thence, South 00°00'00" East 87.00 feet;

thence, South 06°18'58" East 19.19 feet;

thence, South 64°41'34" West 22.00 feet to the point of beginning;

containing an area of 0.864 acre, more or less.

EXHIBIT D-2

1 OF 4

Legal Description Of Setback/
Restriction Area

5/17/90

0000 0000 0027 0401

07309 201

February 15, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
SETBACK ZONE NO. 2**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southerly line of said Parcel A, said point bears North 18°05'00" West 1969.62 feet from the Southeast corner of said Section 27;

thence, along said Southerly line, South 88°03'43" West 28.00 feet;

thence, leaving said Southerly line, North 02°36'40" West 360.59 feet;

thence, Northeasterly along the arc of a non-tangent curve to the right, concave to the Southeast, having a radius of 125.00 feet and being subtended by a chord bearing North 46°44'56" East 209.85 feet to a point on said Southerly line;

thence, along said Southerly line, South 65°28'43" West 128.00 feet and South 01°01'17" East 450.00 feet to the point of beginning;

containing an area of 0.407 acre, more or less.

EXHIBIT D-2
2 OF 4
Legal Description Of Setback/
Restriction Area

5/17/90

0000 0000 0027 0402

07809

208

February 15, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
SETBACK ZONE NO. 3**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southerly line of said Parcel A, said point bears North 35°30'16" West 2221.94 feet from the Southeast corner of said Section 27;

thence, along the Southerly line of said Parcel A, South 67°58'43" West 472.00 feet;

thence, leaving said Southerly line, North 59°18'52" East 106.21 feet;

thence, North 63°36'28" East 157.46 feet;

thence, North 71°02'42" East 112.16 feet;

thence, North 77°16'19" East 55.73 feet;

thence, North 84°48'00" East 44.92 feet to the point of beginning;

containing an area of 0.191 acre, more or less.

EXHIBIT D-2
3 OF 4
Legal Description Of Setback/
Restriction Area

5/17/90

0000 0000 0027 0403

37309

204

February 15, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
SETBACK ZONE NO. 4**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on the Southerly line of said Parcel A, said point bears North 62°40'58" West 3614.33 feet from the Southeast corner of said Section 27;

thence, along the Southerly line of said Parcel A, North 03°28'43" East 360.00 feet;

thence, leaving said Southerly line, South 09°54'56" East 101.16 feet;

thence, South 02°07'16" West 135.09 feet;

thence, South 05°35'09" West 126.17 feet;

thence, North 87°41'17" West 22.00 feet to the point of beginning;

containing an area of 0.175 acre, more or less.

EXHIBIT D-2
4 OF 4
Legal Description Of Setback/
Restriction Area

5/17/90

0000 0000 0027 0404

37309

205

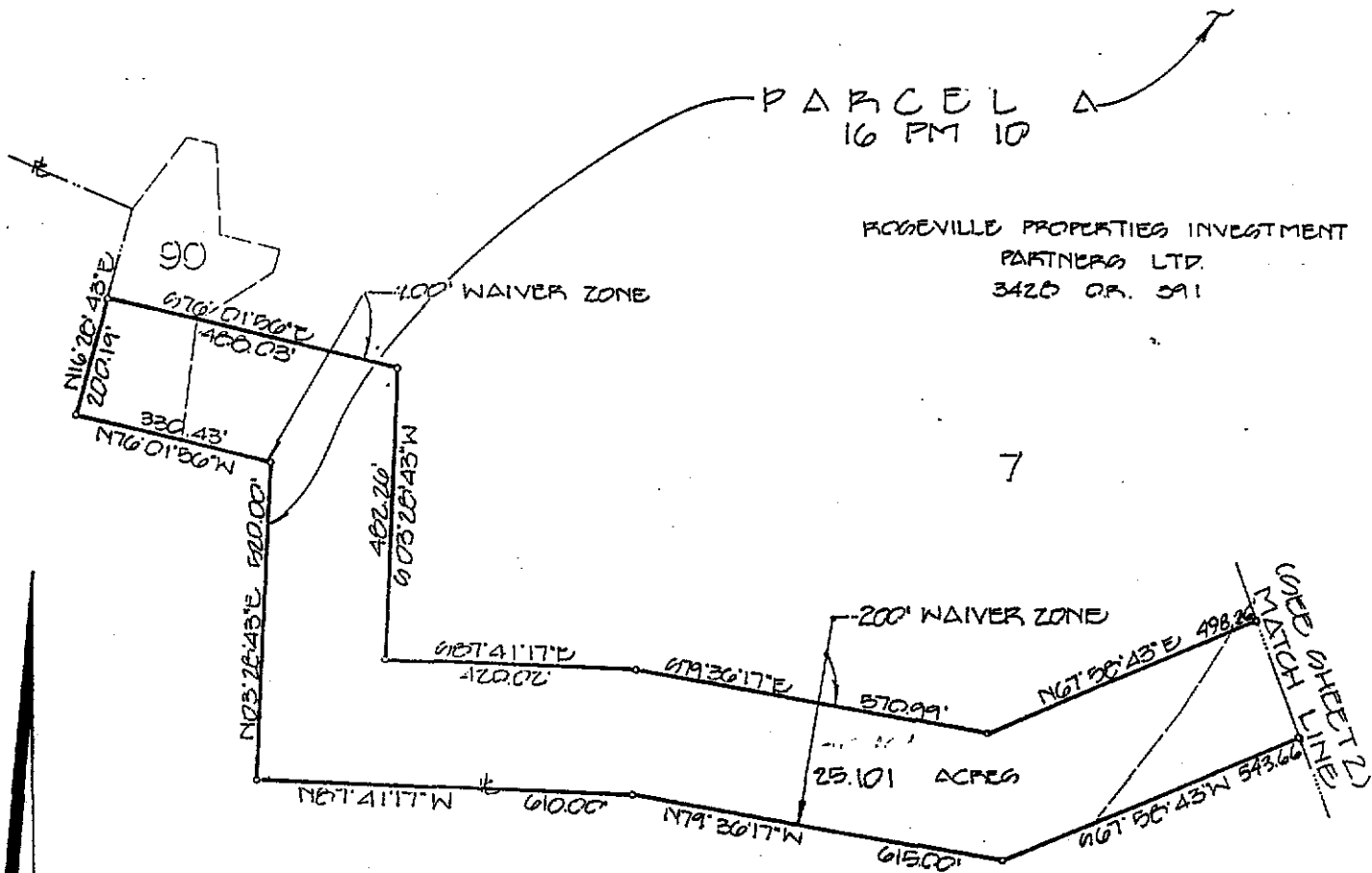


EXHIBIT E-1
1 OF 2
Diagram of Waiver Area
5/17/90

CITY OF ROSEVILLE
1092 O.R. 147

mp MORTON & PITALO, INC.
CIVIL ENGINEERING · PLANNING · SURVEYING

EXHIBIT OF
WAIVER ZONE
NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN
0000 0027 0405

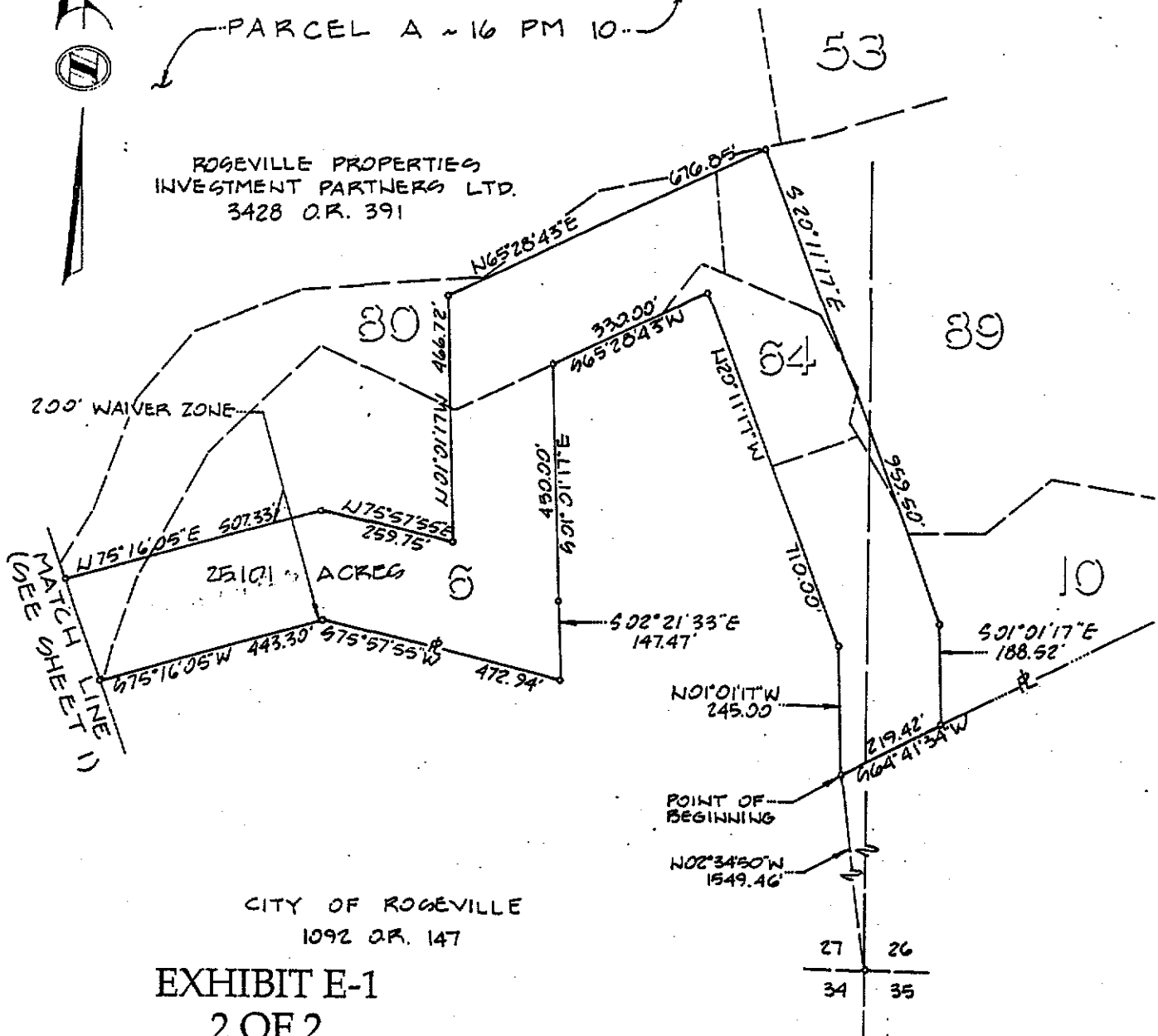
DATE: FEB. 1990 JOB NO: 890266
SCALE: 1" = 300' DRAWN/ENGR:

SHEET
1 OF 2



PARCEL A ~ 16 PM 10..

ROGEVILLE PROPERTIES
INVESTMENT PARTNERS LTD.
3428 O.R. 391



CITY OF ROGEVILLE
1092 O.R. 147

EXHIBIT E-1
2 OF 2

Diagram of Waiver Area

5/17/90

T. H. N., R. G. E., M. D. M.



MORTON & PITALO, INC.
CIVIL ENGINEERING · PLANNING · SURVEYING

EXHIBIT OF
WAIVER ZONE
NORTH CENTRAL ROGEVILLE
SPECIFIC PLAN

DATE: FEB. 1990 JOB NO: 890266
SCALE: 1" = 300' DRAWN/ENGR:

SHEET
2 OF 2

67209 207

March 21, 1990
89-0256



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
(WAIVER ZONE)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Sections 26 and 27, Township 11 North, Range 6 East, M.D.M., and a portion of Parcel A as said parcel is shown and so designated on that certain Parcel Map filed in Book 16 of Parcel Maps, Page 10, Placer County Records, more particularly described as follows:

BEGINNING at a point on said Southerly line, said point bears North 02°34'50" West 1549.46 feet from the Southeast corner of said Section 27:

thence, along said Southerly line the following thirteen (13) courses:

- (1) North 01°01'17" West 245.00 feet;
- (2) North 20°11'17" West 710.00 feet;
- (3) South 65°28'43" West 330.00 feet;
- (4) South 01°01'17" East 450.00 feet;
- (5) South 02°21'33" East 147.47 feet;
- (6) North 75°57'55" West 472.94 feet;
- (7) South 75°16'05" West 443.30 feet;
- (8) South 67°58'43" West 543.66 feet;
- (9) North 79°36'17" West 615.00 feet;
- (10) North 87°41'17" West 610.00 feet;
- (11) North 03°28'43" East 520.00 feet;
- (12) North 76°01'56" West 330.43 feet;
- (13) North 16°28'43" East 200.19 feet;

thence, leaving said Southerly line, South 76°01'56" East 488.03 feet;

thence, South 03°28'43" West 482.26 feet;

EXHIBIT E-2
1 OF 2
Legal Description of
Waiver Area

5/17/90

thence, South 87°41'17" East 420.02 feet;
thence, South 79°36'17" East 570.99 feet;
thence, North 67°58'43" East 498.26 feet;
thence, North 75°16'05" East 507.33 feet;
thence, North 75°57'55" East 259.75 feet;
thence, North 01°01'17" West 466.72 feet;
thence, North 65°28'43" East 676.85 feet;
thence, South 20°11'17" East 959.50 feet;
thence, South 01°01'17" East 188.52 feet;
thence, South 64°41'34" West 219.42 feet to the point of beginning;
containing an area of 25.101 acres, more or less.

EXHIBIT E-2
2 OF 2
Legal Description of
Waiver Area
5/17/90

0000 0000 0027 0407

07809

208

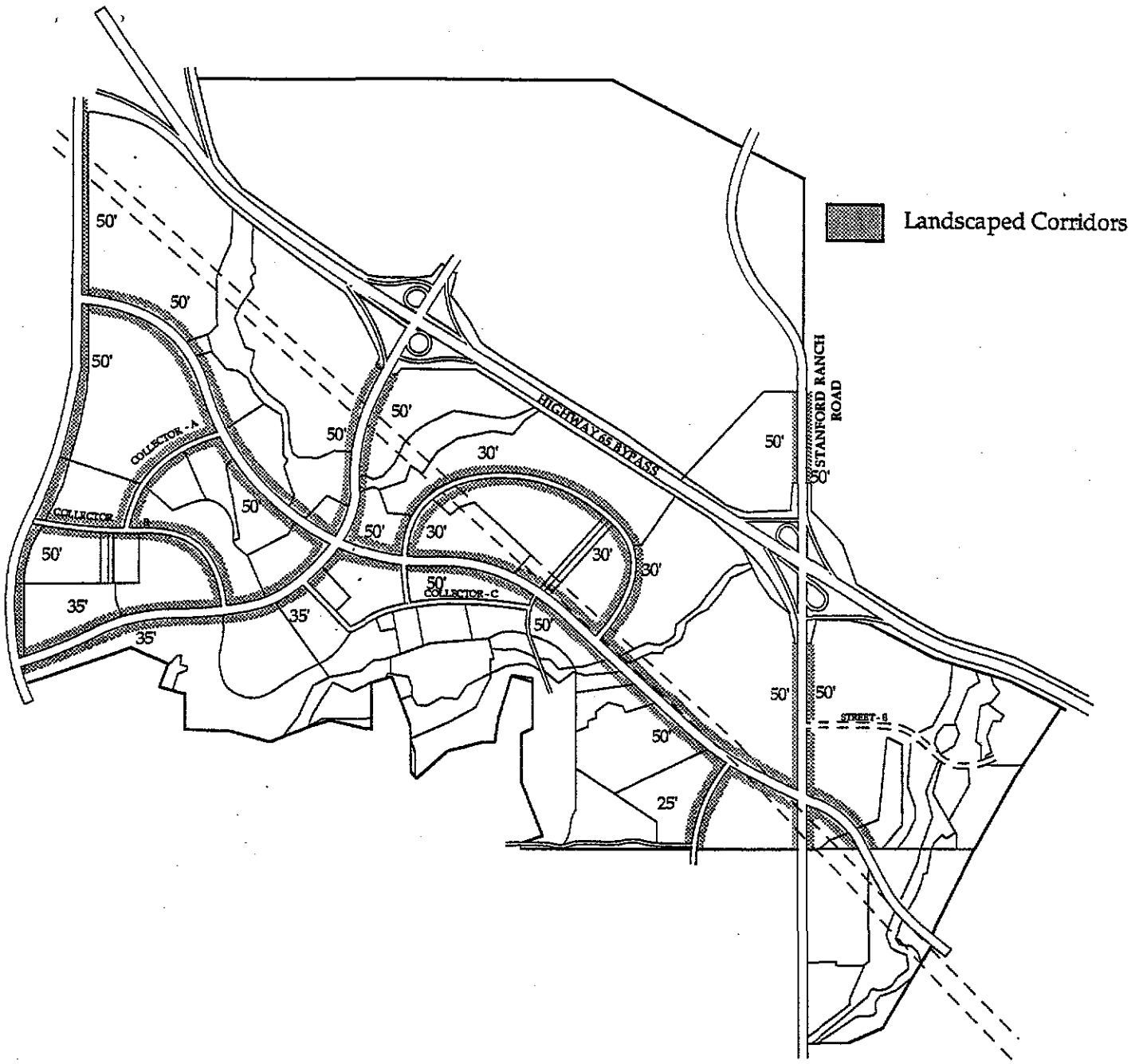


EXHIBIT F
Scenic Corridors

5/17/90

0000 0000 0027 0408

07309

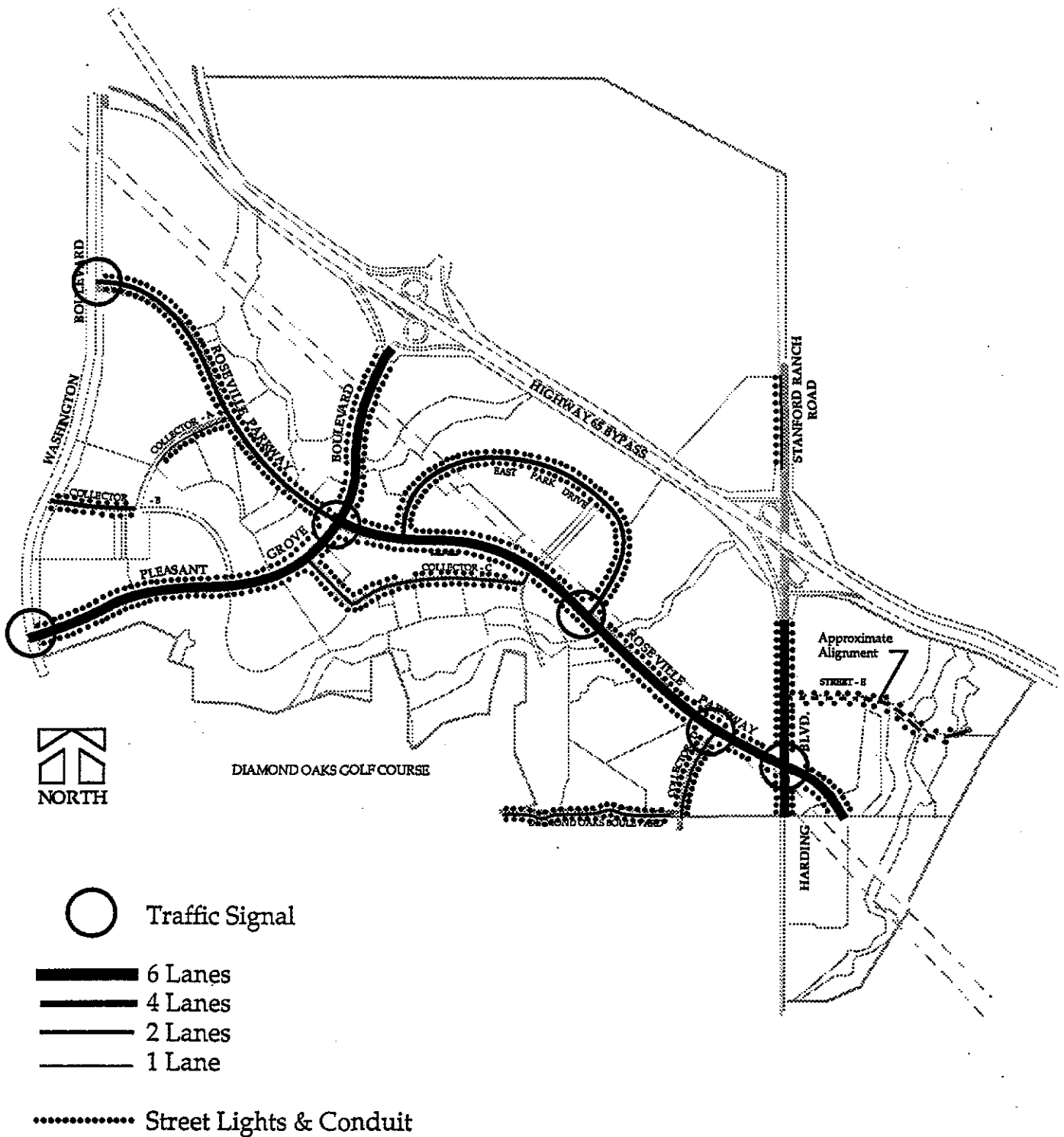


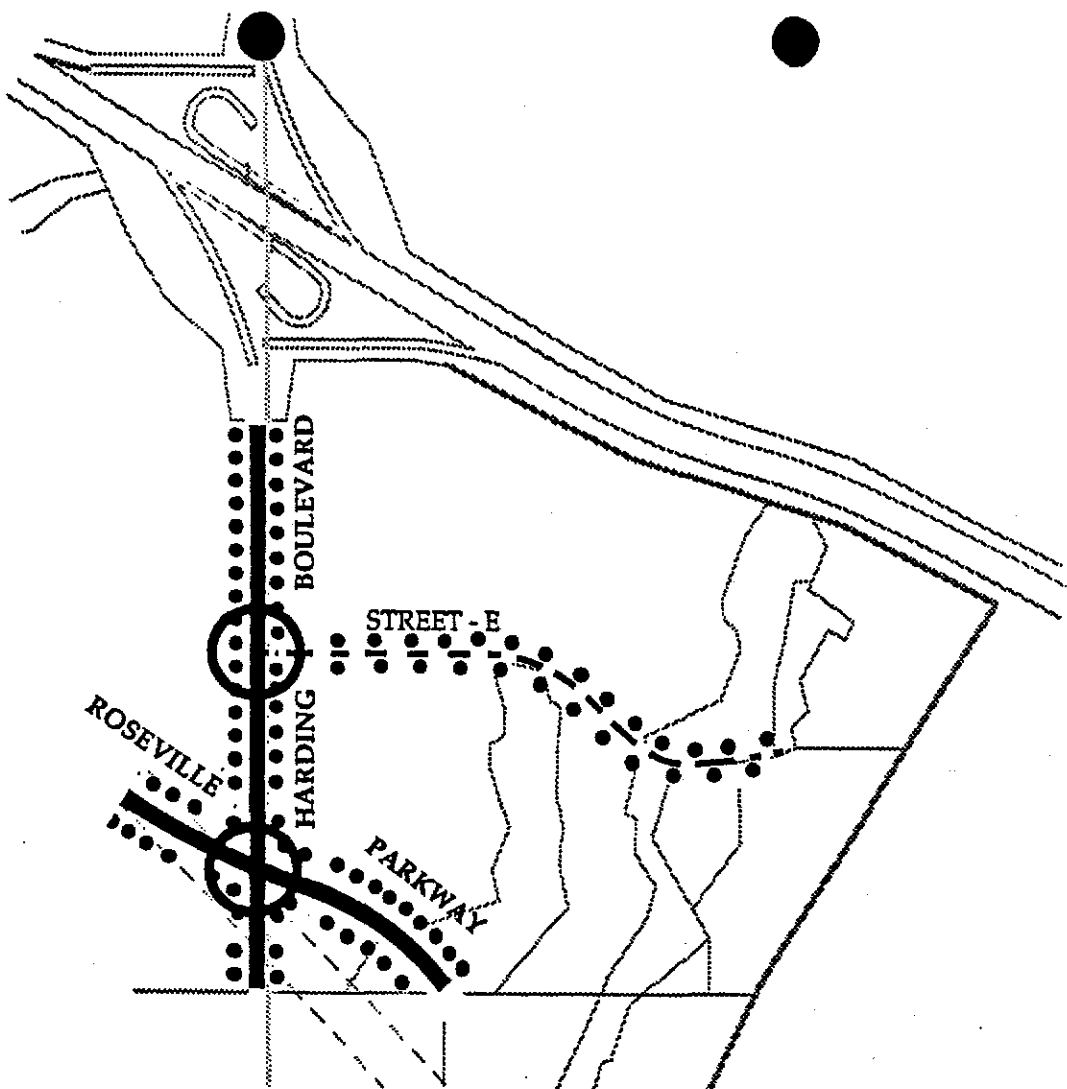
EXHIBIT G
 CFD Circulation
 Improvements

5/17/90

0000 0000 0027 0409

37309

210



Traffic Signal



6 Lanes



2 Lanes



Street Lights & Conduit

NOTE: THE EXACT LOCATION OF STREET E SHALL BE DETERMINED IN ACCORDANCE WITH THIS DEVELOPMENT AGREEMENT AND THE AGREEMENT BETWEEN THE PROPERTY OWNERS.

**EXHIBIT G-1
CFD Circulation
Improvements
(Street E)**

0000 0000 0027 0410

67809

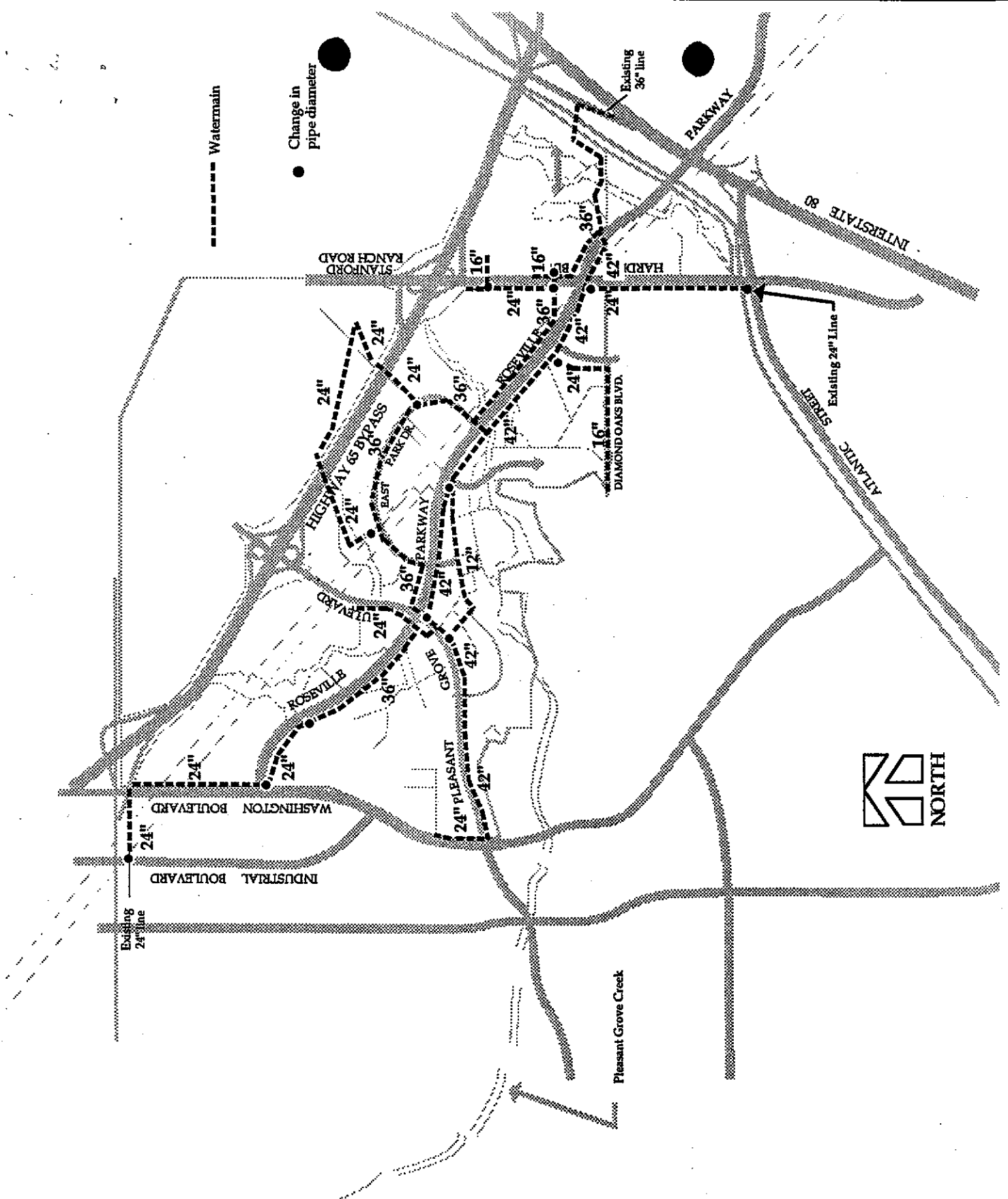


EXHIBIT H
 CFD Water Line
 Improvements

5/17/90

0000 0000 0027 0411

07809

218

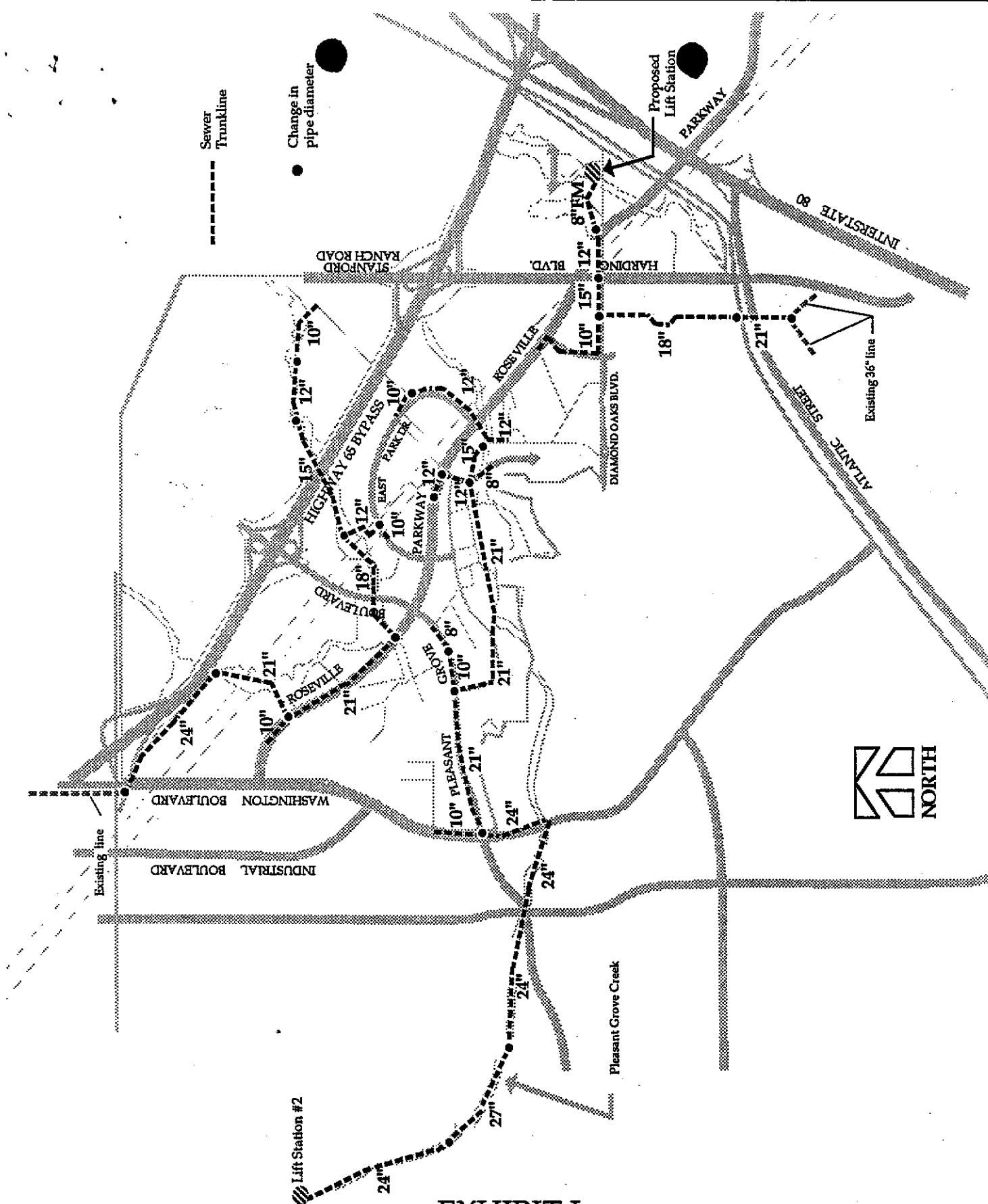


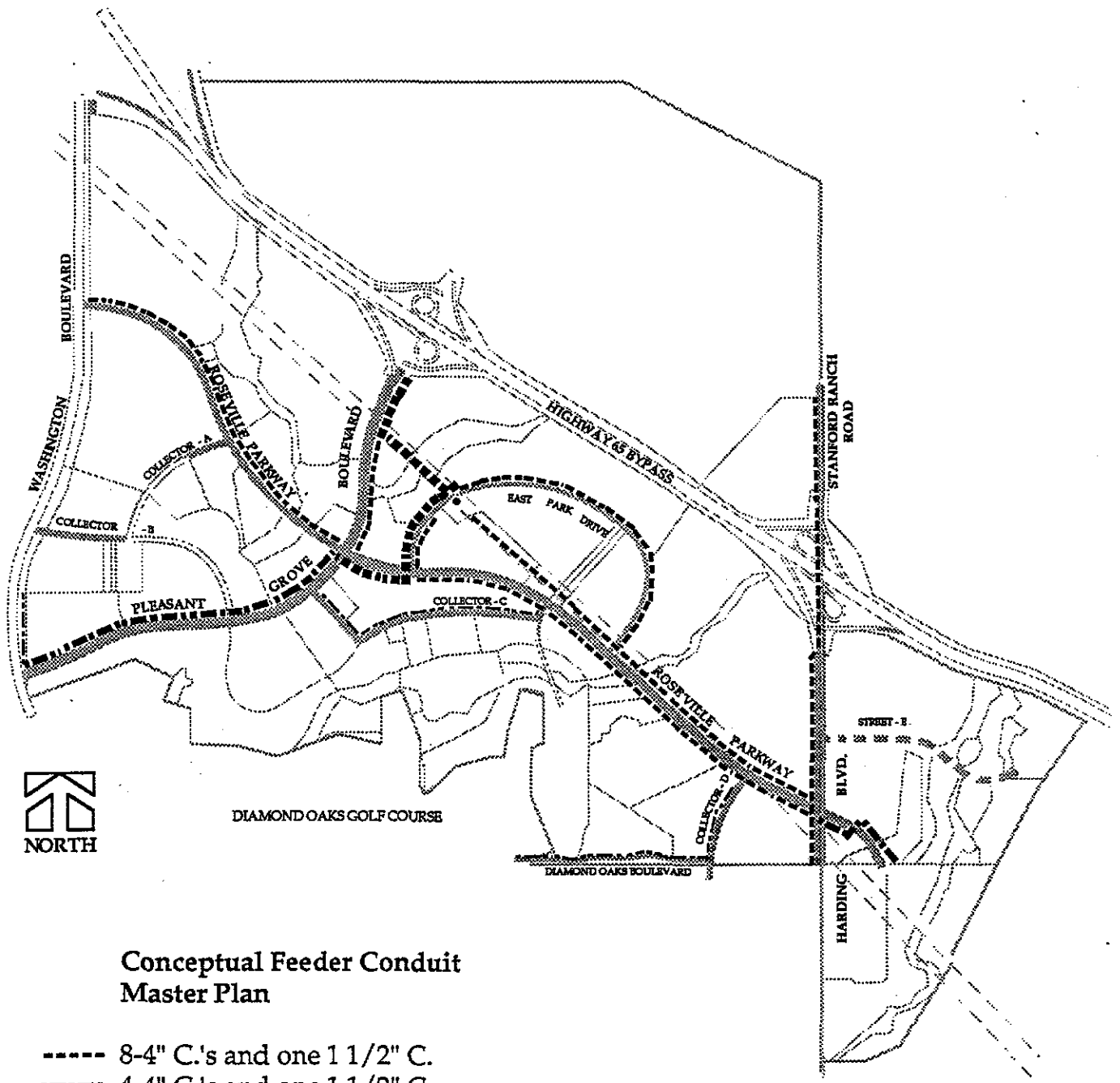
EXHIBIT I
 CFD Sewer Line
 Improvements

5/17/90

0000 0000 0027 0412

37309

218



DIAMOND OAKS GOLF COURSE

**Conceptual Feeder Conduit
Master Plan**

- 8-4" C.'s and one 1 1/2" C.
- 4-4" C.'s and one 1 1/2" C.
- 12-4" C.'s and one 1 1/2" C.
- 1-4" C.
- 16-4" C.'s and one 1 1/2" C.

**EXHIBIT J
CFD Electrical
Distribution Line
Improvements**

5/17/90

0000 0000 0027 0413

07809

215

**NORTHEAST
ROSEVILLE
SPECIFIC
PLAN**

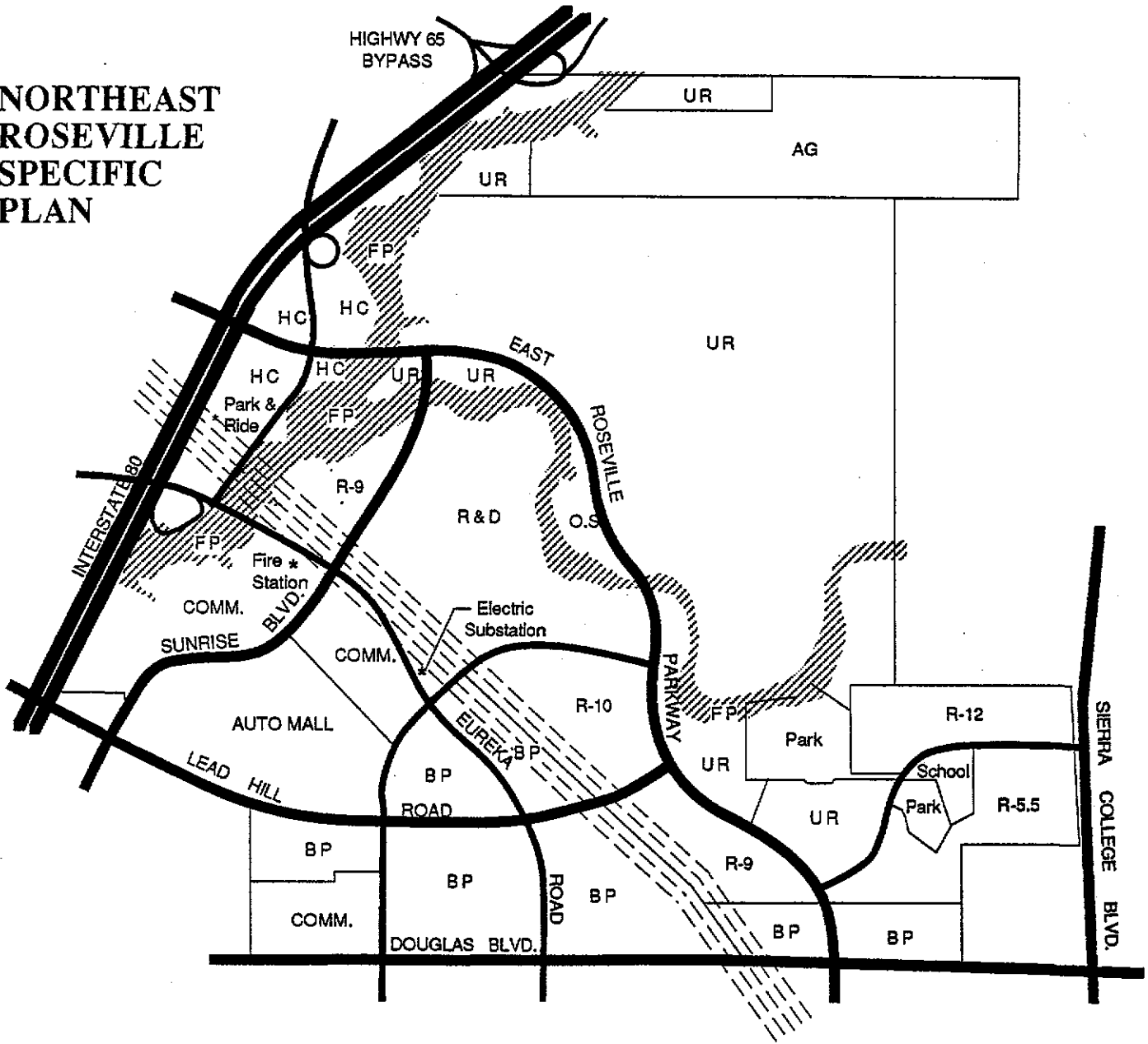


EXHIBIT K
Northeast Roseville
Specific Plan

5/17/90

0000 0000 0027 0414

07809

at

ORDINANCE NO. 2333

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A DEVELOPMENT AGREEMENT WITH ROSEVILLE PROPERTIES
INVESTMENT PARTNERS, LTD. FOR PROPERTY LOCATED WITHIN THE NORTH
CENTRAL ROSEVILLE SPECIFIC PLAN AREA AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article 30 of Ordinance No. 802, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement for property owned by Roseville Properties Investment Partners, Ltd. located within the North Central Roseville Specific Plan Area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for a portion of property known as North Central Roseville Specific Plan Area, and makes the following findings:

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

SECTION 3. The Development Agreement by and between Roseville Properties Investment Partners, Ltd. and the City of Roseville, relating to the North Central Roseville Specific Plan Area, is

hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this 5th day of September, 1990, by the following vote on roll call:

AYES	COUNCILMEMBERS:	Bill Santucci, Harry Crabb, Jr., John Byouk Mel Hamel, Pauline Roccucci
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	None

Pauline Roccucci
MAYOR

ATTEST:

Helen Florence
CITY CLERK

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

ATTEST:
Elly [Signature]
DEPUTY CLERK

0000 0000 0027 0417

07200

219