

After Recording Return To:
City of ROSEVILLE
316 Washington Street
Roseville, CA 95678

38200
OFFICIAL RECORDS
REQUESTED BY

Johnson Ranch
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DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE,
JOHNSON RANCH INVESTORS, AND
JOHNSON RANCH DEVELOPERS
RELATIVE TO THE
NORTHEAST ROSEVILLE SPECIFIC PLAN

This Development Agreement is entered into this 5th day
of June, 1987, by and between Johnson Ranch
Investors, a limited partnership, and Johnson Ranch
Developers, a general partnership, (hereinafter collectively
"Landowner"), and the City of Roseville, a Municipal
Corporation, (hereinafter "City"), pursuant to the authority
of Sections 65864 through 65869.5 of the Government Code.

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FILED

AUG 10 1987

CITY OF ROSEVILLE
BY *A*

RECITALS

1. 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 authorized the City of Roseville to enter into

1984, 1985, and 1986 amendments) and the Northeast Roseville Specific Plan, adopted April 8, 1987 (Exhibit B, attached hereto and incorporated herein by this reference).

3. On March 31, 1987, the City Planning Commission, designated by City Ordinance No. 802 as the advisory agency for purposes of development agreement review pursuant to Government Code 65867, considered this Agreement in a duly noticed public hearing.

4. During 1983, the City Council adopted the Circulation and Housing Elements of the General Plan and EIRs therefore. On January 11, 1984, the Council certified as adequate and complete the Final Environmental Impact Report for a proposed amendment to the Land Use Element of the General Plan. Subsequently, on November 6, 1985, the Council amended the Land Use Element to show generally the land uses which are the subject of this Agreement. On December 17, 1986 the City Council certified as adequate and complete the EIR for the Schools Component of the Public Services and Facilities Element of the General Plan.

Mitigation measures were suggested in each of the final EIRs and are incorporated to the extent feasible in the development plans and the terms of this Agreement.

5. Pursuant to the State CEQA Guidelines, Section 15063, et seq., the City Environmental Coordinator, following preliminary review and preparation of an initial study, determined that an EIR was required to discuss the environmental aspects of the proposed development. Following comments thereon and

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responses to the comments, the City Council on March 11, 1987, certified a final EIR, and on April 8, 1987, the City Council adopted findings of overriding consideration, relating to the following entitlements to permit development of the subject property as herein described:

A. Northeast Roseville Specific Plan by Resolution No. 87-52 dated April 8, 1987;

B. The rezoning of the subject property pursuant to Ordinance No. 2037, dated May 6, 1987;

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

D. Ordinance No. 2038, dated May 6, 1987; adopting this Agreement (the "Adopting Ordinance");

6. Landowner, pursuant to this Agreement, will be bound by the reasonable fees, measures, and provisions adopted by City to mitigate any impacts related to the need for public facilities.

7. Development of subject property in accordance with the conditions of approval and the mitigation measures will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and the Northeast Roseville Specific Plan.

8. Landowner will incur substantial costs in order to comply with conditions of approval and to assure development of subject property in accordance with said approved plans and policies described herein.

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9. Development of subject property will result in a need for municipal services and facilities required for implementation of the General Plan.

10. 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 Landowner may proceed and complete development of subject 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 of the project, City would not and could not approve the development of subject property as provided by this Agreement. City's approval of development of subject property as provided herein is in reliance upon and in consideration of Landowner's agreement to contribute toward the cost of public improvements, as herein provided to mitigate the impacts of the project.

Section 1. GENERAL PROVISIONS.

1(A). Property Description and Binding Covenant. The subject property is that property described in Exhibit A. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with said property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

1(B). Term.

(1) The term of this Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a

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period of twenty years thereafter, 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 said 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 subject property approved concurrently with or subsequent to the approval of this Agreement, nor shall said termination of the Agreement affect the covenants contained herein in Sections 3 and 4, relating to the obligations of owners of property with respect to landscaping maintenance and the City's enforcement rights as set forth herein and in relevant ordinances.

(2) Provided all improvements required by this Agreement for the phase in which the subject property is located have been completed or Landowner's funding responsibility pursuant hereto for such improvements has been satisfied and the district described in Section 3(B)(1)(b) has been formed, this Agreement may be terminated with respect to any of subject property zoned to a residential classification at the election of the property owner upon recordation of a final residential subdivision map of such property and written notice to City of such election to terminate. City shall cause any written notice of termination received pursuant to this subsec-

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tion to be recorded 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 interests therein to any person, firm or corporation at any time during the term of this Agreement. 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.

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 payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and the Adopting Ordinance, provided that:

(1) Any amendment to this Agreement which does not relate to the term, permitted uses, density or intensity

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of use, height or size of buildings, provisions for reservation and 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 or public hearing before the parties may execute an amendment hereto;

(2) Any amendment of the Schematic Development Plan which is (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 or (b) approved pursuant to Section 1(F)(2) below shall not require an amendment to this Agreement; and,

(3) Any termination of (except as expressly provided hereunder) or amendment to this Agreement relating to school sites and/or facilities or provisions relating thereto shall require notice to the affected school district(s) and notice and hearing as required by Government Code Sections 65867 and 65868.

1(F). Amendment of Schematic Development Plan.

(1) Upon request of the 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

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amendment or modification is not substantial and is consistent with the Northeast Roseville Specific Plan.

(2) Except as provided herein, amendment of the Schematic Development Plan or Northeast 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.

1(G). Definitions.

For the purposes of this Agreement, the terminology and land use categories used herein shall be construed and defined as follows:

(1) Frontage Improvements. The curb, gutter and sidewalk improvements abutting a parcel.

(2) Business Park and Professional Offices. The purpose of this land use category is to provide for well designed and controlled groupings of office, service and assembly uses within an area containing high visual and operational amenities. Toward these ends rigid development standards are established with respect to setbacks, landscaping, building aesthetics and controls and other design characteristics. Uses contemplated for such an area include but are not limited to:

(a) Offices, of administrative, professional and business uses;

(b) Uses primarily engaged in research activities including research and development laboratories;

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(c) Computer or related equipment design, assembly, software design, and computer time share bureaus;

(d) Cafeterias, or food service operations incidental to a permitted use on the premises;

(e) Parking structures when incidental to a permitted use;

(f) Financial institutions;

(g) Professional uses;

(h) And similar and like uses.

(3) Research and Development Park: The purpose of this land use category is to provide for a well designed and controlled grouping of administrative offices and research and development laboratories within an area containing high visual and operational amenities. Such development is entitled to, but shall not exceed 2.8 Million gross square feet of building area and approximately 5,000 employees (full-time equivalent). Rigid development standards are established with respect to setbacks, landscaping, building aesthetics and controls and other design characteristics. The sole use of the site shall be for:

(a) Uses primarily engaged in research activities including research and development laboratories;

(b) Administrative, business and professional uses related to corporate operations;

(c) Cafeterias or auditoriums incidental to a permitted use on the premises;

(d) Parking structures when incidental to a permitted use; and

(e) Service uses provided and designed primarily for the benefit of on site employees.

(4) Regional and Community Commercial. The purpose of this land use category is to provide for well designed community and regional shopping malls. Uses contemplated for these areas are:

(a) Department stores;

(b) Retail outlets;

(c) Restaurants;

(d) Financial institutions;

(e) Service entities;

(f) Parking structures when incidental to a permitted use;

(g) Service stations;

(h) Hotels/motels;

(i) Theatres;

(j) Auto dealerships and support uses; and

(k) Similar and like uses.

(5) Highway Commercial. The purpose of this land use category is to provide for a well designed retail and service commercial area adjacent to the I-80 corridor. Uses contemplated for this area include:

(a) Service stations;

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- (b) Restaurants;
- (c) Hotels/motels;
- (d) Park and ride facilities;
- (e) Retail outlets;
- (f) Auto dealership; and
- (g) Similar and like uses.

(6) Residential. Residential land uses as permitted by the City of Roseville Zoning Code.

Section 2. DEVELOPMENT OF THE PROPERTY.

2(A). Permitted Uses. The permitted uses of said 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 Northeast Roseville Specific Plan and the Schematic Development Plan; provided, however, that the size, configuration, height and location of the buildings shown on the Schematic Development Plan and the size and shape of particular parcels of the subject property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1(F).

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 herewith to the property subject to this Agreement as follows: 140

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acres, more or less, of Research and Development Park; 227 acres, more or less, of Business and Professional Offices; 50.1 acres, more or less, of Highway Commercial; 97 acres, more or less, of Regional Commercial; 80 acres, more or less, of Community Commercial; 1,332 dwelling units for residential use, all as set forth on Exhibits B and C, and Open Space and Urban Reserve uses in the entire Plan Area. The square footage of structures constructed on land allocated to nonresidential land uses shall not exceed 40% of the gross square footage of the parcel upon which the structure is constructed if such structure is a single story. The square footage of each floor of such structure shall not exceed 35% of the gross land area if such structure is two or more stories.

2(B). Coordination of Responsibilities. City acknowledges that some of the improvements and dedications in this Section 2 and Section 3 will benefit property within the Northeast Roseville Specific Plan Area ("Plan Area"), which property is not contained within the subject property ("other property"). City agrees that for any such improvements and/or dedications, it will use its best efforts to require, as part of its development agreements with the landowners of such other property or through any other similar mechanism, that such landowners share in the cost of such improvements and/or dedications in proportion to the benefit derived therefrom by such other property.

2(C). Miner's Ravine and Secret Ravine. Landowner, upon demand of City, shall convey to City fee title to all that

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portion of the subject property within the 100 year flood plain of Miner's Ravine Creek and Secret Ravine Creek, as defined in the Nolte Report on file in the Department of Public Works (hereinafter "flood plain"), excepting therefrom the portion within the Research and Development Park parcel, in substantial agreement with the flood plain as shown on the Schematic Development Plan.

2(D). Dedication of Land. Landowner, upon demand of City, shall dedicate and convey to City:

(1) A parcel of 1.0 acres, more or less, located at the southwest corner of Sunrise Boulevard and Eureka Road for use as a fire station, as shown on the Schematic Development Plan.

(2) A parcel of 1.0 acres, more or less, at the southeast corner of Parcel 15, as further determined by the electric department, for use as an electric substation. Site configuration, location, screening, and landscape design shall be subject to approval by the owner of Parcel 15, such approval not to be unreasonably withheld. Landowner, upon demand of City, shall also dedicate and convey a twenty-five (25) foot public utility easement contiguous along the southern boundary of the existing powerline corridor from I-80 to Douglas Boulevard.

(3) A parcel of thirty (30) acres, more or less, within the area shown on Exhibit B-1, for use as a park site. Within one hundred twenty (120) days of the date of this Agreement, the City Council shall consider the

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recommendation of the Director of Parks and Recreation with respect thereto and shall determine the exact configuration and location of such thirty (30) acre site. Landowner shall pay to the City an amount not to exceed \$10,000 to assist the City in such determination. Landowner shall also dedicate parcels totaling twelve (12) acres, more or less, identified as open space/transition zone on the Schematic Development Plan and adjacent to, south and west of the flood plain, for a total dedication, including the above-described 30 acre park site, of forty-two (42) acres, more or less, all of which shall fulfill the parkland dedication requirement of the General Plan. Within Parcel 15 of the Plan Area, which portion is not being dedicated above, Landowner, upon demand of City, shall dedicate a drainage, recreational, incidental maintenance and pedestrian easement to and through such portion of Parcel 15 as mutually agreed by the owner of Parcel 15 and the City.

With respect to dedications described in 2(D)(1) and 2(D)(2), Landowner may desire to create a financing district, which would then acquire the property and convey it to the City, in order to equitably share the costs of such conveyance based on the benefit derived by all property within the Plan Area and City agrees to cooperate with Landowner therewith, provided such cooperation shall be at no cost to City. With respect to the dedications in Sections 2(C), 2(D)(1), 2(D)(2) and 2(D)(3) above, if they are not included within such a financing

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district, then to the extent other property in the Plan Area benefits from such dedications, City shall collect the applicable fees or taxes from such other property, which fees or taxes would otherwise have been required except for such dedications, and pay the same to Landowner. With respect to dedications described in 2(D)(1) and 2(D)(2), City shall be obligated to pay the pro-rata share of all improvements needed to service such sites.

Within the urban reserve area north of Miner's Ravine, a vernal pool study area will be established. During the spring/summer of 1987, the pools within the study area will be identified, evaluated and a plan for the permanent preservation of a representative vernal pool complex prepared by the Landowner to be completed no later than July 1, 1987. An irrevocable offer of dedication of this complex shall be extended to the City no later than September, 1987. The exact location and acreage to be dedicated shall be approved by the Planning Commission and City Council and shall consist of a minimum of three (3) acres and a maximum of seven (7) acres. When the urban reserve area north of Miner's Ravine develops in urban land uses, park dedication credit will be granted towards the park acreage required of this future development. Landowner agrees to enter into an agreement with City regarding City's right to access the vernal pool preserve across Landowner's property, which Agreement shall include a hold harmless and indemnity from the City to Landowner and which will assure Landowner's ability to continue without disruption

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uses of Landowner's remaining property consistent with the zoning designation of such property.

2(E). Scenic Corridors. Upon demand of City, Landowner shall convey to the City, fee title to the following scenic corridors where the same abut residentially developed property, and shall execute an open space easement or restrictive covenant in favor of the City preserving the following scenic corridors where the same abut nonresidentially developed property:

(1) A scenic corridor, 50 feet in width, more or less, adjacent to and on the north side of Douglas Boulevard from Rocky Ridge Road to the subject property's easterly boundary.

(2) A scenic corridor, 50 feet in width, more or less, adjacent to and on the west side of Sierra College Boulevard.

(3) A scenic corridor, 50 feet in width, more or less, adjacent to and on both sides of East Roseville Parkway, excepting therefrom that portion of said Parkway which abuts open space or urban reserve lands specified on the Schematic Development Plan. (Exhibit C.)

(4) A scenic corridor, 35 feet in width, more or less, adjacent to and on both sides of Eureka Road, Rocky Ridge Drive, Lead Hill Road and Sunrise Avenue.

(5) A scenic corridor 25 feet in width, more or less, adjacent to and on both sides of Road A.

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(6) A scenic corridor 20 feet in width, more or less, adjacent to Taylor Road.

Measurements for the scenic corridors shall be taken from back of curb.

2(F). Schools. Landowner agrees to comply with the City of Roseville School Facilities Component of the Public Facilities Element of the General Plan. In recognition of the Eureka School District's desire to reserve a site for location of a K-3 school until the pending update of the Southeast Roseville Specific Plan is completed, Landowner shall reserve an opportunity for the District to reserve a school site within the subject property south of Road A no larger than eight (8) acres, provided such right to reserve shall expire one (1) year from the effective date of this Agreement.

2(G). Affordable Housing. It is recognized at the time of adoption of the Specific Plan and Development Agreement that the City staff has commenced development of a City-wide Affordable Housing Implementation Program for consideration by the City Council. At the time such program is adopted by the City Council, Landowner agrees to be bound by the provisions of such program. Until such program is adopted, residential projects may proceed only if determined by the City Council to be consistent with the Housing Element of the General Plan.

2(H). Sewer Hookups. Sewer line extensions and hookups thereto shall be constructed as shown in the Specific Plan (Exhibit B) by the owners of land within the Plan Area. To the extent Landowner constructs such extensions, which provide

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benefit beyond the subject property, Landowner shall be entitled to reimbursement from the City pursuant to Section 2(L) hereof, to the extent that the costs of such extensions exceed Landowner's fair share thereof pursuant to Section 2(L) hereof. Such fair share shall be based on the benefit derived by the subject property from such extensions, in accordance with generally accepted engineering principles.

2(I). Trunk Sewer Main. The parties anticipate that a new trunk sewer main to service the subject property and other areas of the City will be constructed and financed by an assessment district or other similar district. Landowner shall pay its fair share (based on generally accepted engineering principles) of such trunk sewer main. City shall use its best efforts to require other landowners in the Plan Area to pay their fair share of such construction based on the benefit derived by such other property from such improvement. If Landowner constructs all or any portion of such trunk sewer main, then Landowner shall be entitled to reimbursement pursuant to Section 2(L), to the extent that the costs of such sewer main exceed Landowner's fair share thereof pursuant to Section 2(L) hereof.

2(J). Trunk Water Main. Landowner shall construct or cause to be constructed a trunk water main to serve the Plan Area and other areas of the City. Such main is estimated to be 42" in diameter and is estimated to be approximately 12,600 feet, more or less, in length. Landowner shall be responsible for the equivalent cost of installation of a 16 inch water

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main. It is stipulated herewith that the diameter of such main is in excess of that required to meet the needs arising out of the land use conveyed herein for the subject property. It is further stipulated that the cost of such a main (arising out of the excess capacity) is attributable to requirements of the City unrelated to the needs of the Plan Area.

City shall use its best efforts to require other landowners in the Plan Area to pay their fair share of such construction based on the benefit derived by such other property from such improvement. Landowner shall be entitled to reimbursement pursuant to Section 2(L), to the extent that the costs of such water main exceed Landowner's fair share thereof pursuant to Section 2(L) hereof.

Landowner agrees to comply with a City-wide water fee ordinance with respect to the subject property even though said ordinance has not yet been adopted; said fee will finance the cost of oversizing water trunk mains and water treatment plant facilities on a City-wide basis.

2(K). Drainage. At the time of development of any parcel(s) within a specified watershed, Landowner shall prepare, at its cost, a drainage plan for said watershed; such plan shall be designed to ensure that the proposed development will meet the requirements of the City's Department of Public Works standards, subject to review of the City Council. Landowner shall install, or cause to be installed, the improvements required by such drainage plan. To the extent any such drainage plan benefits other property, City shall use its best

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efforts to require the landowner(s) of such other property to share in the costs of the design and implementation of such drainage plan (including without limitation the cost of any land dedication therefor), based on the benefit derived by such other property. Landowner shall be entitled to reimbursement pursuant to Section 2(L), to the extent that the costs of such drainage design and improvements exceed Landowner's fair share thereof, pursuant to Section 2(L) hereof.

2(L). Reimbursement. The City's obligation under this Agreement to reimburse the share of the cost of certain improvements benefitting property outside of the Plan Area shall be satisfied in accordance with the provisions of this Section 2(L). Reimbursement shall be paid, on a quarterly basis, to the extent City collects fees from the benefitted properties or has any other funds designated by the City Council to be used for reimbursement. Any such reimbursement shall be paid with interest at a rate equal to the City's average rate of return as determined by the Finance Director, over the period from the time funds are advanced until reimbursement is made. The area of benefit for each improvement shall be determined by the City's Department of Public Works in accordance with sound engineering practices. City shall use its best efforts to assure that no such property owner or user may connect to the improvement or use or benefit therefrom unless and until such owner or user has paid to City its proportionate share of the cost thereof. Reimbursement shall

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be made to Landowner, irrespective of subsequent changes in ownership in the subject property, unless otherwise agreed in writing between Landowner and City. City's obligation to make such reimbursements as described above shall terminate on the date this Agreement terminates.

2(M). Rules, Regulations and Official Policies.

(1) Development of subject property shall be subject to such rules, regulations, ordinances and official policies applicable to such development except as otherwise specifically provided herein. To the extent any existing or future rules, ordinances, regulations or policies, are inconsistent with the permitted uses, density and intensity of use, the maximum height and size of proposed buildings, or provisions for reservation and dedication of land, the terms of this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any existing or future rules, ordinances, regulations or policies, are not inconsistent with the permitted uses, density and intensity of use, the maximum height and size of proposed buildings, or provisions for reservation and dedication of land, or the terms of this Agreement, such rules, ordinances, regulations or policies shall be applicable.

(2) This subsection shall not preclude the application to development of subject property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes

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in State or Federal laws or regulations. In the event such changes in State or Federal laws 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(D) of this Agreement.

(3) This subsection 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 subject property for the uses and to the density and intensity of development as provided by the Schematic Development Plan and the Northeast Roseville Specific Plan.

Section 3. OBLIGATIONS OF PARTIES.

3(A). Dedications, Improvements, Credits and Phasing.

3(A)(1). Landowner, on demand of City, shall execute and deliver to City documents in proper form to meet the obligations as specified in Section 2, above.

3(A)(2). Landowner, on demand of City, shall grant and convey, in further consideration of the land use granted herein, that portion of its property (90 acres, more or less), as may be required for the construction of

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the circulation improvements enumerated in 3(A)(4) hereof.

3(A)(3). 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 Northeast Roseville Specific Plan.

3(A)(4). Landowner shall construct, or pay for its fair share of the costs to construct, the following improvements. When a percentage is stated below in relation to a specific improvement, then such percentage stated represents the entire Plan Area's responsibility for the particular improvement. If no percentage is stated below in relation to a specific improvement, then the entire Plan Area shall have one hundred percent (100%) responsibility for the stated improvement. The City shall require each landowner within the Plan Area to pay its share of the Plan Area's percentage responsibility of each such improvement in proportion to the benefit derived by its property. Where the Plan Area's percentage responsibility for an improvement is less than one hundred percent (100%), the City shall be responsible for obtaining the balance of the funding for such improvement from appropriate sources outside the Plan Area. If Landowner elects to construct an improvement listed below, Landowner shall be entitled to reimbursement from the City, with interest, for that share of the cost of construction in excess of the share attribut-

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able to the subject property (the "reimbursement amount"); Landowner may use such reimbursement amount to pay its share of the costs of construction for any other improvement identified below.

(a) Douglas. Widening of that portion of Douglas Boulevard which abuts the Plan Area, by adding no more than two (2) through traffic lanes, one-half (1/2) of the landscaped median, any required turn lanes, and frontage improvements.

(b) Eureka. A four lane section of roadway, plus landscaped median and frontage improvements, for that portion of Eureka Road which is within the Plan Area as shown on the Schematic Development Plan.

(c) Parkway. Portions of the East Roseville Parkway and Parkway/I-80 overcrossing, as indicated below. The principle applied below is that the City is responsible for the middle two lanes of the Parkway and the Landowner is responsible for the portion of the Parkway within or abutting the urban reserve based upon the Landowner's traffic contribution to the indicated portion of those facilities.

° I-80 overcrossing: 6% of two-thirds of the project cost.

° Taylor Road to Secret Ravine Bridge: the full cost of the frontage improvements and a four lane road

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section abutting parcels 18 and 20 of the Schematic Development Plan.

- ° West end of Secret Ravine Bridge to Sunrise Avenue: 17.5% of the road costs, excepting the middle two lanes which are wholly the City's responsibility.
- ° Sunrise Avenue to the south end of the Miner's Ravine Bridge: 11% of costs, excepting therefrom the middle two lanes which are wholly the City's responsibility.
- ° South end of the Miner's Ravine Bridge to Rocky Ridge: 11% of the eastside frontage improvements, plus the adjoining two lanes, and the full cost of the R & D parcel frontage plus the adjoining two through lanes.
- ° Rocky Ridge to Lead Hill portion: the full cost of the Parcel Four frontage, plus the adjoining two lanes, and 17% of the cost of the remainder of the road, including the landscaped median, excepting therefrom the middle two lanes which are the City's responsibility.
- ° Lead Hill to North boundary of Parcel Two: the full cost of the Parcel 3 frontage plus the adjoining two lanes, and 19% of the cost of the remainder of the road, including the landscaped median, excepting therefrom the middle two lanes which are the City's responsibility.

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° Parcel Two to Douglas: the full cost of the frontage improvements, plus a four lane section and landscape median.

(d) Sierra College. The additional two lane portion of Sierra College Boulevard which is adjacent to the Plan Area as shown on the Schematic Development Plan.

(e) Rocky Ridge. A four lane section of roadway for that portion of Rocky Ridge Drive which is within the Plan Area, as shown on the Schematic Development Plan.

(f) Lead Hill. A four lane section of roadway for that portion of Lead Hill Road which is within the Plan Area, as shown on the Schematic Development Plan.

(g) Sunrise Avenue. A four lane section of roadway for that portion of Sunrise Avenue which is within the Plan Area, as shown on the Schematic Development Plan and a landscaped median, as required by the Public Works Department.

(h) Taylor Road. A two lane section of roadway for that portion of Taylor Road which is within the Plan Area, as shown on the Schematic Development Plan.

(i) Road "A". A four lane section of roadway for that portion of Road "A" which is within the

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Plan Area, as shown on the Schematic Development Plan.

(j) Frontage Improvements. Except as otherwise noted herein, frontage improvements shall be the sole responsibility of the landowner whose property is adjacent thereto.

(k) Traffic Signals. Traffic signals for the intersections in the percentage noted (00%) (as follows):

- i. Eureka Road and Lead Hill Road (100%).
- ii. Sunrise and Eureka Road (100%).
- iii. Sunrise and East Roseville Parkway (17.5%).
- iv. Rocky Ridge and Eureka Road (100%).
- v. Rocky Ridge and East Roseville Parkway (59.5%).
- vi. Lead Hill Road and East Roseville Parkway (58.5%).
- vii. Douglas Boulevard and Eureka Road (50%).
- viii. Douglas Boulevard and East Roseville Parkway (50%).
- ix. Sierra College Boulevard and Road "A" (50%).
- x. Rocky Ridge Drive and Douglas Boulevard, modifications to existing signal (50%).

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xi. Rocky Ridge Drive and Lead Hill Road
(100%).

(l) Sunrise Avenue overcrossing of Miner's Ravine Creek. One-half (1/2) of the cost of the construction of a four lane bridge including left turn stacking lanes (if needed).

(m) Eureka Road overcrossing of Miner's Ravine Creek. Two-thirds (2/3) of the cost of the construction of a six lane bridge connecting Taylor to Eureka Road east of the creek.

(n) An eastbound single-lane freeway on-ramp from Eureka Road onto Interstate 80.

(o) To the extent that the Landowner, with City consent, advances money to install facilities which are the City's responsibility, Landowner shall receive reimbursement from City pursuant to Section 2(L) hereof. Furthermore, City acknowledges that Landowner has previously contributed a substantial sum towards the construction of the Lead Hill/I-80 Bridge, and, in consideration thereof, Landowner shall be entitled to \$100,000 in road tax credits, which shall be in addition to any other credits that Landowner has or may earn and which may be allocated anywhere within the Plan Area by Landowner in its sole discretion.

3(A)(5). Roads - Phasing: The underlying assurance of the timely installation of all needed road improve-

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ments is the establishment of a financing district with the capability of authorizing debt and levying assessments, fees and/or taxes in an amount sufficient to fund the Plan Area's improvements required above. As a result, the Phasing indicated below is illustrative, in that development will proceed with the understanding, at the outset, that needed facilities will be installed either initially or when needed as determined by the City.

PHASE ONE of development of the Plan Area shall be all of Parcel 12, plus 10 acres within Parcel 9, as shown on Exhibit B. PHASE TWO of development of the Plan Area shall be Parcel 15, plus 144 additional acres of commercially designated property (Regional Commercial, Community Commercial, and Highway Commercial), plus 70 additional acres of Business Park and Professional designated property within the Plan Area, plus residentially designated property for which the related specific improvements listed below are completed, all as shown on Exhibit B. PHASE THREE shall be the balance of the Plan Area. Development of a phase shall be permitted only if the traffic improvements, a portion or all of which are Landowner's obligations as set forth above and are listed below for purposes of timing development within the corresponding phase of the Specific Plan, have been completed or the funding for Landowner's share of the applicable costs to complete has been provided or assured

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in a manner satisfactory to the City. Each phase is intended to reflect the service needs based upon actual levels of development on the site. Development of a phase is not dependent upon build out of any prior phase. Where a street improvement is described below, Landowner's obligation shall extend only to its corresponding share of the improvement identified in Section 3(A)(4) above.

PHASE ONE

(a) Widen Douglas Boulevard from the west property boundary to Eureka Road. Install curb and gutter from Rocky Ridge Road to Eureka Road and install curb, gutter and sidewalk from Rocky Ridge Road to west property boundary. (Target Center frontage.)

(b) Widen Rocky Ridge Road from Douglas Boulevard to Lead Hill Road. Install curb, gutter and sidewalk along the Target center frontage. The balance of the frontage shall be installed contemporaneous with site development.

(c) Dedicate right-of-way for urban interchanges at the East Roseville Parkway intersection with Taylor Road and Douglas Boulevard.

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PHASE TWO

Improvements for Non-Residential Development:

(a) State improvements to the Atlantic Street and Taylor Road Interchanges, including the on-ramp described in Section 3(A)(4)(n).

(b) Extend Atlantic/Eureka from I-80 to Douglas Boulevard. (4 lanes).

(c) Widen Douglas by adding two lanes from Eureka Road to the East Roseville Parkway.

(d) Widen Lead Hill Road and extend it from the westerly property boundary to twelve hundred (1200) feet east of Eureka Road. (4 lanes).

(e) Install Rocky Ridge Road from Lead Hill Road to 1200 feet northeast of the intersection with Eureka Road. (4 lanes).

(f) Install Sunrise Avenue from the south property boundary to the southern end of Sunrise Avenue/Miner's Ravine Bridge (4 lanes) and make pro-rata share of contribution to such bridge as provided in Section 3(A)(4)(m).

(g) Make pro-rata share contribution pursuant to 3(A)(4)(c) toward the construction of East Roseville Parkway from Sunrise Avenue to the west end of Secret Ravine Bridge; install the East Roseville Parkway from Secret Ravine Bridge to Taylor Road (4 lanes); and, make pro-rata share contribution to East Roseville Parkway/I-80 over-crossing.

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(h) Widen Taylor Road (within the Plan Area) to 4 lanes.

Improvements for Residential Development:

(i) Install Road "A" from Sierra College to the East Roseville Parkway with residential development of Parcel One. (2 lanes).

(j) Install the East Roseville Parkway from Douglas Boulevard to Road "A" with residential development of Parcel Three. (4 lanes).

(k) Widen Sierra College Boulevard adjacent to the subject property to four lanes with residential development of Parcel Twenty-One.

(l) Parcel Four or Five may develop as the result of construction or funding of the above Phase Two improvements made for non-residential developments, as specified below:

- i. Parcel Four - Improvement (e)
- ii. Parcel Five - Improvement (f)

PHASE THREE

(a) Install the East Roseville Parkway from Road "A" to Miner's Ravine Bridge (4 lanes plus median from Douglas to the northerly edge of Parcel Two and 2 lanes, plus median, and make payment of pro-rata share of two lanes from Parcel Two to Miner's Ravine Bridge).

(b) Landowner shall make its pro rata share contribution to the East Roseville Parkway from the

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south end of Miner's Ravine Bridge to Sunrise Avenue.

(c) Extend Lead Hill Road to the East Roseville Parkway. (4 lanes).

(d) Extend Rocky Ridge Road to the East Roseville Parkway. (4 lanes).

(e) Widen Douglas Boulevard from the East Roseville Parkway to the east property boundary.

NOTE: For all the above improvements, lane notations are Landowner's responsibility; curb, gutter and sidewalk shall be installed at time of parcel development or as required by the Public Works Department.

3(A)(6). Subject to Section 2(M), provided that the traffic improvements for the applicable phase as set forth in 3(A)(5) above have been completed or the applicable pro-rata contribution has been paid by the Plan Area (or the City has received financial assurances adequate, in its opinion, to assure timely completion of such improvements or payment for the applicable share thereof), and provided further that all other utilities and essential public services are available to the applicable phase, City shall not refrain from approving subdivision or parcel maps nor shall it cease to issue building permits for said phase.

3(B). Scenic Corridor and Open Space Landscaping. This subsection defines the obligations of the parties hereto to

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provide for the installation of the landscaping and maintenance of the scenic corridors described in Section 2(C) and 2(E) of this Agreement, and as illustrated on the Schematic Plan. Landscaping shall be installed by Landowner pursuant to approved landscaping plans as provided herein.

(1) Landowner shall:

(a) submit to City as parcels are developed a landscaping plan and specifications for said parcel. The plan shall be subject to review and approval by the City.

(b) consent to the formation of a landscaping and lighting maintenance district comprised of all the property within the Plan Area to provide for maintenance of landscaping within the scenic corridors described in 2(E) where the same abut residentially designated property as shown on Exhibits B and C and within the landscaped medians within the subject property. Landowner agrees to petition the City to form such district on or before January 1, 1988.

(c) record Conditions, Covenants and Restrictions, which require the owner of any property adjacent to the scenic corridors described in 2(E) where the same abut nonresidentially designated property to maintain any landscaping located within such scenic corridor. The City Attorney shall have the right to review and approve the form of the

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provision in such CC&Rs which imposes such maintenance requirement, provided such approval shall not be unreasonably withheld.

(2) City shall:

(a) cause to be formed an assessment district pursuant to the Landscaping and Lighting Act of 1982, Section 22500 et seq., of the Streets and Highways Code to provide for the maintenance as described in 3(B)(1)(b) above.

(b) timely review and approve landscaping plans submitted by Landowner or Landowner's successors-in-interest. City shall not unreasonably withhold approval of said landscaping plans.

3(C). Applications for Development. 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 subject property in accordance with the Schematic Development Plan and this Agreement, and shall act upon such applications in a timely manner. City shall review each such application for consistency with this Agreement, the Northeast Roseville Specific Plan and the Project EIR.

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.

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3(D). Cooperation of Parties, Compliance with State/Federal Law. The City agrees to cooperate with Landowner in securing in a timely fashion 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 or 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(E). Essence of Agreement. The foregoing obligations are of the essence of this 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 provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions 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

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considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the 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

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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). Association of Landowners, Required Provisions.

Landowner agrees that if one or more associations of landowners is formed and/or covenants, conditions, and restrictions (other than those described in 3(B)(1)(c) hereof) are adopted which apply to the subject property, that it will:

(1) Include within the documents governing the operation of any such association, or any CC&Rs, as appropriate, that the Association(s) shall have the authority and the duty, including but not limited to legal actions, to enforce the provisions of this Development Agreement and to assess the association members for enforcement costs.

(2) Include within the documents governing the operation of any such association, or any CC&Rs, as appropriate, that City shall have standing, as agent of the Association, to bring any action in the name of the association, to the extent the association has the authority and duty to do so.

(3) In the event City, as agent for the Association, prevails against a party and obtains a judgment, City shall be entitled to its costs of suit, reasonable attorneys' fees, and liquidated damages in an amount equal to its costs and attorneys' fees. Judgment shall

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be against the party individually, or shall be assessed as a lien against the property, at the option of City.

4(C). Building Permit, Phases. City may, at its discretion, refuse to issue a building permit for any structure whose development would, in combination with other approved development, exceed the confines of a specified phase (as defined in Section 3(A)(5)) if any of the improvements enumerated in the subsequent phase has not been constructed, or whose construction has not been funded, or the Plan Area's share of the cost thereof has not been partially funded with the appropriate pro-rata contribution as required hereunder, or financial assurances satisfactory to the City for such completion or funding have not been provided, all as more particularly set forth in Sections 3(A)(4), 3(A)(5) and 3(A)(6) hereof.

4(D). Building Permit, Default by Landowner. No building permit shall be issued or building permit application accepted for the building shell of any nonresidential structure on the subject 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 any covenants, conditions and restrictions applicable to subject property, or in any ground lease or conveyance thereof, express provisions for the property owner, lessee or City acting separately or

jointly to enforce the provisions of this Agreement and to recover attorneys' fees and costs for such enforcement.

4(E). Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review 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 conclusively determine said issue up to and including the date of said 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 by the Planning Director and deemed by him to be required in order to ascertain compliance with this Agreement. The costs incurred by City for the annual review conducted by City pursuant to this Section shall be borne by City.

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, 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(F). 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 for termination or cancellation of this Agreement.

4(G). 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 defaults are due to war, insurrection, strikes, walkouts, riots, floods, 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

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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(H). Cumulative Rights. 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(I). Applicable Law and Attorney's 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 provision herein, the prevailing party of such action shall be entitled to reasonable attorney's 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 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, including death, 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

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Landowner's contractors or subcontractors. 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 this Agreement (exclusive of any such actions brought by Landowner, its heirs and assigns, or City, acting as agent of any landowner's Association).

Section 6. PROJECT AS A PRIVATE UNDERTAKING.

It is specifically understood and agreed by and between the parties hereto that the project contemplated by this Agreement 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 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). 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 or other entitlement regulation adopted by City, or applicable to City which changes, alters or amends the rules, regulations

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and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866. Nothing herein shall be construed to limit the authority of the City to fix the amount of fees of general application which may otherwise be lawfully imposed by City, as set forth in Section 2(M) of this Agreement.

8(B). 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.

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, CA 95678

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

Johnson Ranch Investors
c/o Sacramento Savings and Loan Association
P.O. Box 872
Sacramento, CA 95804

with a copy to:

River West Developments
7700 College Town Drive, Suite 201
Sacramento, CA 95826

with a copy to:

Johnson Ranch Developers
8401 Jackson Road
Sacramento, CA 95826

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. SEVERABILITY.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, provisions, covenants and conditions shall remain in full force and effect.

Section 12. AGREEMENT.

This Agreement is executed in three duplicated originals, each of which is deemed to be an original. This Agreement consists of 47 pages and four exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

- Exhibit A Legal Description
- Exhibit B Northeast Area Specific Plan
- Exhibit B-1 Park Site Envelope 0217
- Exhibit C Schematic Development Plan

State of CALIFORNIA
County of PLACER } ss.

On this the 9th day of June 1987, before me,

JILL N. UHLAND

the undersigned Notary Public, personally appeared

R. H. HUTCHISON

known to me to be CITY MANAGER of the City of Roseville and known to me to be the person who executed the within instrument on behalf of said public corporation, agency or political subdivision, and acknowledged to me that such political subdivision executed the same.



WITNESS my hand and official seal.

Notary's Signature

Jill N. Uhlend
JILL N. UHLAND

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.

On this 6th day of April, 1987 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Marvin L. Oates

known to me to be one of the partners of Five Star Investments the general partnership that executed the within instrument on behalf of said partnership, said partnership being known to me to be the general partner of Johnson Ranch Developers

a general partnership, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same as such partner and that such partnership executed the same.



(Seal)

Diane Richmond
Notary Public



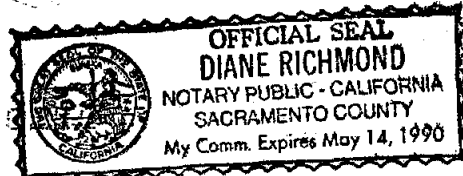
STATE OF CALIFORNIA
COUNTY OF Sacramento } ss.

On this the 6th day of April 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Marvin L. Oates

personally known to me or proved to me on the basis of satisfactory evidence to be the person one who executed the within instrument as one of partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.
WITNESS my hand and official seal.

Signature

Diane Richmond 0000 0057



BK 3221 PG 197

CONSENT

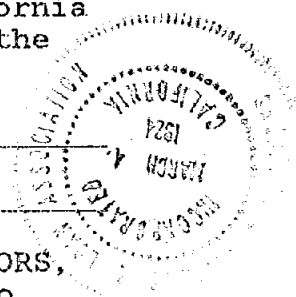
We, the undersigned, have reviewed the above Development Agreement by and between the City of Roseville, Johnson Ranch Investors and Johnson Ranch Developers, and hereby acknowledge and consent to its recordation against the subject property defined therein.

JOHNSON RANCH, a joint venture

By: SACRAMENTO SAVINGS AND LOAN ASSOCIATION, a California corporation, One of the Venturers

By: [Signature]

Its: Exec U.P.



By: JOHNSON RANCH INVESTORS, a limited partnership, One of the Venturers

By: AKT DEVELOPMENT CORPORATION, a California corporation, General Partner

By: [Signature]

Its: Secretary



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STATE OF CALIFORNIA

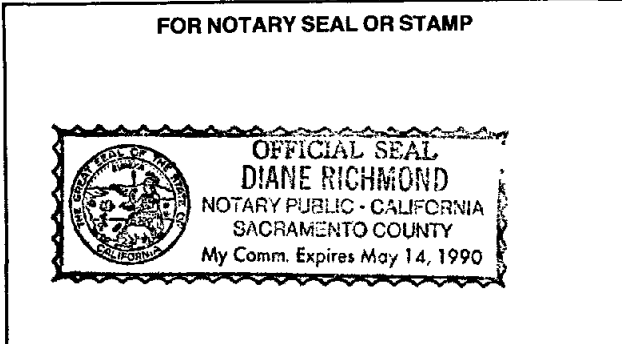
COUNTY OF Sacramento } SS.

On this the 6th day of April, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Angelo K. Tsakopoulos personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ President, and _____

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ Secretary of AKT

Development Corporation the corporation that executed the within instrument on behalf of Johnson Ranch Investors the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same. WITNESS my hand and official seal.

Diane Richmond
Signature



BK3221 Pg 199

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California }
County of Sacramento } SS.

On this the 6th day of April, 1987, before me,

Diane Richmond,
the undersigned Notary Public, personally appeared
James R. Fallis,

- personally known to me
- proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Executive Vice President or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it. WITNESS my hand and official seal.

Diane Richmond
Notary's Signature





MORTON & PITALO, INC.

Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

February 27, 1987
84-0084

MINERS RAVINE
65.057-ACRE PARCEL

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

A portion of Section 5, Township 10 North, Range 7 East, M.D.M., more particularly described as follows:

BEGINNING at a point on the West line of Sierra College Boulevard, from which the Southeast corner of said Section 5 bears South 04°09'53" East 1327.92 feet; thence, North 88°49'38" West 1292.77 feet; thence, South 02°41'03" East 635.88 feet; thence, North 88°36'41" West 1482.21 feet; thence, along the arc of a curve to the left, concave Southwesterly, having a radius of 1400.00 feet and being subtended by a chord bearing North 24°52'08" West 148.53 feet; thence, North 62°05'26" East 230.89 feet; thence, along the arc of a curve to the left, concave Northwesterly, having a radius of 1000.00 feet and being subtended by a chord bearing North 40°32'31" East 734.58 feet; thence, North 18°59'36" East 307.32 feet; thence, along the arc of a curve to the right, concave Southeasterly, having a radius of 800.00 feet and being subtended by a chord bearing North 33°25'26" East 398.73 feet; thence, North 03°11'05" West 200.00 feet; thence, North 89°14'41" East 1768.89 feet to a point on the West line of said Sierra College Boulevard; thence, along said West line, South 02°33'59" East 1075.71 feet to the point of beginning; containing 65.057 acres, more or less.

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

January 14, 1986
 84-0084

DESCRIPTION

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

A portion of Section 5, Township 10 North, Range 7 East, M.D.M., more particularly described as follows:

BEGINNING at a point from which the Southwest corner of said Section 5 bears South $45^{\circ}58'37''$ West 2140.68 feet; thence, North $23^{\circ}47'27''$ East 609.51 feet; thence, North $89^{\circ}14'41''$ East 1620.37 feet; thence, along the arc of a curve to the left, concave Southeasterly, having a radius of 800.00 feet and being subtended by a chord bearing South $33^{\circ}25'27''$ West 398.73 feet; thence, South $18^{\circ}59'37''$ West 307.32 feet; thence, along the arc of a curve to the right, concave Northwesterly, having a radius of 1000.00 feet and being subtended by a chord bearing South $40^{\circ}32'32''$ West 734.58 feet; thence, South $62^{\circ}05'27''$ West 230.89 feet; thence, along the arc of a curve to the left, concave Southwesterly, having a radius of 1400.00 feet and being subtended by a chord bearing North $47^{\circ}03'33''$ West 918.52 feet; thence, North $66^{\circ}12'33''$ West 210.40 feet to the point of beginning; containing 32.89 acres, more or less.

BK3221 PG203



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

February 27, 1987
84-0084

MINERS RAVINE
36.685-ACRE PARCEL

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

A portion of Section 5, Township 10 North, Range 7 East, M.D.M., more particularly described as follows:

BEGINNING at a point from which the Southwest corner of said Section 5 bears South 58°47'04" West 1302.63 feet; thence, from said point of beginning, North 37°11'12" West 142.39 feet; thence, North 45°33'17" West 1359.36 feet; thence, along the arc of a curve to the left, concave Northwesterly, having a radius of 2000.00 feet and being subtended by a chord bearing North 64°36'30" East 475.03 feet; thence, North 57°47'16" East 297.08 feet; thence, along the arc of a curve to the left, concave Northeasterly, having a radius of 1400.00 feet and being subtended by a chord bearing South 49°12'39" East 818.58 feet; thence, South 66°12'34" East 408.78 feet; thence, along the arc of a curve to the right, concave Southwesterly, having a radius of 1400.00 feet and being subtended by a chord bearing South 44°01'07" East 1057.53 feet; thence, North 88°36'41" West 1353.03 feet to the point of beginning; containing 36.685 acres, more or less.

BK3221 PG204



MORTON & PITALO, INC.

Civil Engineering, Planning, Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca. 95816
916/454-9600

February 27, 1987
84-0084

**MINERS RAVINE
39.68-ACRE PARCEL**

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

A portion of Section 36, Township 11 North, Range 6 East, M.D.M., a portion of Section 31, Township 11 North, Range 7 East, M.D.M., and portions of Sections 5 and 6, Township 10 North, Range 7 East, M.D.M., described as follows:

BEGINNING at the Southeasterly corner of said Section 36; thence, from said point of beginning, South 89°14'41" West 353.06 feet; thence, North 45°33'17" West 404.52 feet; thence, Northeasterly along the arc of a curve to the right, concave Southeasterly, having a radius of 1300.00 feet and being subtended by a chord bearing North 77°57'31" East 917.21 feet; thence, South 81°23'04" East 1051.83 feet; thence, South 08°36'56" West 126.79 feet; thence, Southeasterly along the arc of a tangent curve to the left, concave Northeasterly, having a radius of 1400.00 feet and being subtended by a chord bearing South 11°47'54" East 976.64 feet; thence, South 57°47'16" West 297.08 feet; thence, Southwesterly along the arc of a tangent curve to the right, concave Northwesterly, having a radius of 2000.00 feet and being subtended by a chord bearing South 64°36'30" West 475.03 feet; thence, North 45°33'17" West 1274.00 feet; thence, North 89°06'24" East 800.60 feet; thence, North 01°06'58" West 235.49 feet to the Northeasterly corner of said Section 6; thence, South 89°14'41" West 681.81 feet to the point of beginning; containing 39.68 acres, more or less.

BK 3221 Pg 205

**MORTON & PITALO, INC.**

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February 27, 1987
 84-0084

**MINERS RAVINE
 37.11-ACRE PARCEL**

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

All that portion of Section 36, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point distant South 28°06'01" West 2450.45 feet from the Northeasterly corner of said Section 36; thence, from said point of beginning, Southwesterly along the arc of a curve to the right, concave Northwesterly, having a radius of 2200.00 feet and being subtended by a chord bearing South 20°45'14" West 882.82 feet; thence, South 32°19'42" West 1247.15 feet; thence, Northwesterly along the arc of a curve to the left, concave Southwesterly, having a radius of 2400.00 feet and being subtended by a chord bearing North 59°16'37" West 352.74 feet; thence, North 63°31'55" West 796.52 feet; thence, North 30°46'59" East 496.06 feet; thence, North 55°34'12" East 300.67 feet; thence, North 23°39'29" East 229.27 feet; thence, South 80°32'16" East 121.66 feet; thence, South 50°11'40" East 117.15 feet; thence, South 74°55'53" East 134.63 feet; thence, North 60°56'43" East 257.39 feet; thence, North 42°36'51" East 169.85 feet; thence, North 27°45'31" East 107.35 feet; thence, North 53°07'48" East 100.00 feet; thence, North 70°12'04" East 265.71 feet; thence, North 49°58'11" East 163.25 feet; thence, North 70°33'36" East 90.14 feet; thence, North 73°57'36" East 137.50 feet to the point of beginning; containing 37.11 acres, more or less.

BK 3221 PG 206



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February 27, 1987
 84-0084

MINERS RAVINE
 20.097-ACRE PARCEL

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

A portion of Section 5, Township 10 North, Range 7 East, M.D.M., more particularly described as follows:

BEGINNING at a point on the North line of Douglas Boulevard, from which the Southeast corner of said Section 5 bears South 85°41'49" East 1334.06 feet; thence, from said point of beginning and along said North line of Douglas Boulevard, North 88°36'41" West 1412.61 feet; thence, North 01°23'19" East 62.82 feet; thence, along the arc of a curve to the left, concave Westerly, having a radius of 1400.00 feet and being subtended by a chord bearing North 10°13'11" West 563.42 feet; thence, South 88°36'41" East 1482.21 feet; thence, South 02°41'03" East 616.27 feet to the point of beginning; containing 20.097 acres, more or less.

BK 3221 Pg 207

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February 27, 1987
 84-0084

**MINERS RAVINE
 57.61-ACRE PARCEL**

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

Portions of Sections 5 and 6, Township 10 North, Range 7 East, M.D.M., described as follows:

BEGINNING at a point on the Northerly line of Douglas Boulevard, distant North 01°06'58" West 63.60 feet from the Southeasterly corner of said Section 6; thence, from said point of beginning, along said Northerly line of Douglas Boulevard, South 89°10'19" West 613.11 feet; thence, North 00°49'41" West 597.85 feet; thence, Northwesterly along the arc of a tangent curve to the left, concave Southwesterly, having a radius of 2000.00 feet and being subtended by a chord bearing North 13°30'27" West 877.99 feet; thence, Northeasterly along the arc of a curve to the left, concave Northwesterly, having a radius of 1400.00 feet and being subtended by a chord bearing North 75°48'57" East 15.62 feet; thence, North 75°29'47" East 758.44 feet; thence, Northeasterly along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 2000.00 feet and being subtended by a chord bearing North 73°27'45" East 141.96 feet; thence, South 45°33'17" East 1359.36 feet; thence, South 37°11'12" East 928.68 feet to a point in said Northerly line of Douglas Boulevard; thence, along said Northerly line, the following three (3) courses: (1) North 88°36'41" West 398.19 feet; (2) Westerly along the arc of a tangent curve to the left, concave Southerly, having a radius of 30,050.00 feet and being subtended by a chord bearing North 89°43'11" West 1162.51 feet; and (3) South 89°10'19" West 29.95 feet to the point of beginning; containing 57.61 acres, more or less.

8K3221 PG208



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February 27, 1987
84-0084

**MINERS RAVINE
16.764-ACRE PARCEL**

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

A portion of Section 5, Township 10 North, Range 7 East, M.D.M., described as follows:

BEGINNING at a point on the North line of Douglas Boulevard, from which the Southwest corner of said Section 5 bears South 88°14'43" West 1590.02 feet; thence, from said point of beginning, North 37°11'12" West 786.28 feet; thence, South 88°36'41" East 1353.03 feet; thence, along the arc of a curve to the right, concave Westerly, having a radius of 1400.00 feet and being subtended by a chord bearing South 10°13'11" East 563.42 feet; thence, South 01°23'19" West 62.82 feet to a point on the North line of said Douglas Boulevard; thence, along said North line, North 88°36'41" West 976.12 feet to the point of beginning; containing 16.764 acres, more or less.

BK3221 PG209

1199 0000 0057 0262



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February 27, 1987
84-0084

**MINERS RAVINE
26.95-ACRE PARCEL**

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

A portion of Section 36, Township 11 North, Range 6 East, M.D.M., and a portion of Section 6, Township 10 North, Range 7 East, M.D.M., described as follows:

BEGINNING at a point on the Southerly line of said Section 36, distant South 89°14'41" West 353.06 feet from the Southeasterly corner of said Section 36; thence, from said point of beginning, along said Southerly line of Section 36, South 89°14'41" West 291.73 feet; thence, South 01°11'43" East 238.69 feet; thence, North 89°06'24" East 525.65 feet; thence, South 45°33'17" East 1274.00 feet; thence, Southwesterly along the arc of a curve to the right, concave Northwesterly, having a radius of 2000.00 feet and being subtended by a chord bearing South 73°27'45" West 141.96 feet; thence, South 75°29'47" West 758.44 feet; thence, Southwesterly along the arc of a tangent curve to the right, concave Northwesterly, having a radius of 1400.00 feet and being subtended by a chord bearing South 75°48'58" West 15.62 feet; thence, Northwesterly along the arc of a curve to the left, concave Southwesterly, having a radius of 2000.00 feet and being subtended by a chord bearing North 35°51'39" West 672.15 feet; thence, North 45°32'05" West 623.41 feet; thence, Northwesterly along the arc of a tangent curve to the right, concave Northeasterly, having a radius of 2000.00 feet and being subtended by a chord bearing North 41°11'16" West 303.18 feet; thence, North 46°04'00" East 398.45 feet; thence, Northeasterly along the arc of a tangent curve to the right, concave Southeasterly, having a radius of 1300.00 feet and being subtended by a chord bearing North 51°41'03" East 254.50 feet; thence, South 45°33'17" East 404.52 feet to the point of beginning; containing 26.95 acres, more or less.

BK3221 PG210



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January 14, 1986
 84-0084

DESCRIPTION

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

A portion of Section 6, Township 10 North, Range 7 East, M.D.M., more particularly described as follows:

BEGINNING at a point from which the Southeast corner of said Section 6 bears South $84^{\circ}54'32''$ East 616.72 feet; thence, South $89^{\circ}10'20''$ West 1731.09 feet; thence, North $00^{\circ}47'15''$ West 1419.20 feet; thence, North $89^{\circ}12'45''$ East 1220.59 feet; thence, along the arc of a curve to the left, concave Northerly, having a radius of 1400.00 feet and being subtended by a chord bearing North $82^{\circ}40'27''$ East 318.84 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 $13^{\circ}30'27''$ East 877.99 feet; thence, South $00^{\circ}49'41''$ East 597.85 feet to the point of beginning; containing 55.37 acres, more or less.

BK3221 PG211



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February 19, 1986
 84-0084

DESCRIPTION

MINERS RAVINE
 27.62-ACRE PARCEL

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

All that portion of Section 6, Township 10 North, Range 7 East, M.D.M., described as follows:

BEGINNING at a point distant North $58^{\circ}30'20''$ West 2773.23 feet from the Southeasterly corner of said Section 6; thence, from said point of beginning, North $00^{\circ}47'15''$ West 300.00 feet; thence, Northeasterly along the arc of a tangent curve to the right, concave Southeasterly, having a radius of 1100.00 feet and being subtended by a chord bearing North $22^{\circ}38'23''$ East 874.68 feet; thence, North $46^{\circ}04'00''$ East 230.26 feet; thence, Southeasterly along the arc of a curve to the left, concave Northeasterly, having a radius of 2000.00 feet and being subtended by a chord bearing South $41^{\circ}11'16''$ East 303.18 feet; thence, South $45^{\circ}32'05''$ East 623.41 feet; thence, Southeasterly 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 $35^{\circ}51'39''$ East 672.15 feet; thence, Southwesterly along the arc of a curve to the right, concave Northwesterly, having a radius of 1400.00 feet and being subtended by a chord bearing South $82^{\circ}40'27''$ West 318.84 feet; thence, South $89^{\circ}12'45''$ West 1220.59 feet to the point of beginning; containing 27.62 acres, more or less.

BK 3221 PG 212

**MORTON & PITALO, INC.**

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February 27, 1987
 84-0084

**MINERS RAVINE
 96.72-ACRE PARCEL**

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

A portion of Section 6, Township 10 North, Range 7 East, M.D.M., and a portion of Section 36, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Northeasterly corner of Parcel B, as said parcel is shown and so designated on that certain Parcel Map filed in Book 18 of Parcel Maps, Page 54, Placer County Records; thence, from said point of beginning, along the Northerly and Easterly lines of said Parcel Map, the following two (2) courses: (1) South $89^{\circ}06'24''$ West 1368.58 feet; and (2) North $00^{\circ}35'03''$ West 92.16 feet; thence, North $26^{\circ}31'42''$ East 93.49 feet; thence, Northeasterly along the arc of a tangent curve to the right, concave Southeasterly, having a radius of 800.00 feet and being subtended by a chord bearing North $57^{\circ}49'03''$ East 830.97 feet; thence, North $89^{\circ}06'23''$ East 398.03 feet; thence, Northeasterly along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 900.00 feet and being subtended by a chord bearing North $60^{\circ}43'03''$ East 855.82 feet; thence, North $32^{\circ}19'42''$ East 615.12 feet; thence, Southeasterly along the arc of a curve to the right, concave Southwesterly, having a radius of 2400.00 feet and being subtended by a chord bearing South $39^{\circ}16'27''$ East 1306.03 feet to a point of reverse curvature; thence, Southeasterly along the arc of a tangent curve to the left, concave Northeasterly, having a radius of 2000.00 feet and being subtended by a chord bearing South $30^{\circ}09'47''$ East 465.13 feet; thence, South $46^{\circ}04'00''$ West 230.26 feet; thence, Southwesterly along the arc of a tangent curve to the left, concave Southeasterly, having a radius of 1100.00 feet and being subtended by a chord bearing South $22^{\circ}38'23''$ West 874.68 feet; thence, South $00^{\circ}47'15''$ East 300.00 feet; thence, South $89^{\circ}12'45''$ West 598.97 feet; thence, Northwesterly along the arc of a tangent curve to the right, concave Northeasterly, having a radius of 2000.00 feet and being subtended by a chord bearing North $78^{\circ}59'26''$ West 817.78 feet to a point in the Easterly line of said Parcel B; thence, along said Easterly line, North $00^{\circ}33'02''$ West 990.68 feet to the point of beginning; containing 96.72 acres, more or less.

BK3221 Pg213



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February 27, 1987
 84-0084

MINERS RAVINE
 62.816-ACRE PARCEL

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

A portion of Section 36, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

Parcel 2, as said parcel is shown and so designated on that certain Parcel Map filed in Book 22 of Parcel Maps, at Page 158, Official Records of said County, more particularly described as follows:

BEGINNING at the most Westerly corner of said Parcel 2; thence, along the perimeter of said Parcel 2, the following fifteen (15) courses: (1) North 26°30'32" East 909.72 feet; (2) North 42°26'19" East 727.26 feet; (3) North 61°04'52" East 458.32 feet; (4) along the arc of a curve to the left, concave Northwesterly, having a radius of 300.00 feet and being subtended by a chord bearing North 48°47'42" East 127.68 feet; (5) North 36°30'32" East 157.16 feet; (6) North 21°34'44" East 201.11 feet; (7) South 63°29'28" East 1045.82 feet; (8) along the arc of a curve to the right, concave Southwesterly, having a radius of 2400.00 feet and being subtended by a chord bearing South 59°16'37" East 352.73 feet; (9) South 32°19'42" West 615.12 feet; (10) along the arc of a curve to the right, concave Northwesterly, having a radius of 900.00 feet and subtended by a chord bearing South 60°43'03" West 855.82 feet; (11) South 89°06'23" West 398.03 feet; (12) along the arc of a curve to the left, concave Southeasterly, having a radius of 800.00 feet and being subtended by a chord bearing South 57°49'03" West 830.97 feet; (13) South 26°31'43" West 93.49 feet; (14) North 00°35'03" West 155.60 feet; and (15) South 89°14'41" West 580.61 feet to the point of beginning; containing 62.816 acres, more or less.

BK 3221 PG 214



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February 26, 1987
 84-0084

MINERS RAVINE
 140.169-ACRE PARCEL

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

A portion of Section 6, Township 10 North, Range 7 East, M.D.M., and Section 31, Township 11 North, Range 7 East, M.D.M., and a portion of Section 36, Township 11 North, Range 6 East, M.D.M., described as follows:

Parcel 1, as said parcel is shown and so designated on that certain Parcel Map filed in Book 22 of Parcel Maps, at Page 158, Official Records of said County, more particularly described as follows:

BEGINNING at the most Southerly corner of said Parcel 1; thence, along the perimeter of said Parcel 1, the following thirty-six (36) courses: (1) along the arc of a curve to the right, concave Northeasterly, having a radius of 2000.00 feet and being subtended by a chord bearing North 30°09'47" West 465.13 feet; (2) along the arc of a curve to the left, concave Southwesterly, having a radius of 2400.00 feet and being subtended by a chord bearing North 39°16'27" West 1306.03 feet; (3) North 32°19'42" East 1247.15 feet; (4) along the arc of a curve to the left, concave Southwesterly, having a radius of 2200.00 feet and being subtended by a chord bearing North 20°45'14" East 882.82 feet; (5) North 73°57'36" East 55.13 feet; (6) South 78°10'43" East 137.78 feet; (7) South 47°01'17" East 300.71 feet; (8) North 81°15'14" East 131.53 feet; (9) North 30°57'50" East 87.46 feet; (10) North 53°31'51" East 143.00 feet; (11) North 71°04'31" East 185.00 feet; (12) South 84°05'38" East 291.55 feet; (13) South 52°06'05" East 211.63 feet; (14) South 39°17'22" East 170.55 feet; (15) South 32°55'56" East 104.85 feet; (16) South 06°39'16" East 241.63 feet; (17) South 35°18'40" West 147.05 feet; (18) South 58°43'31" West 157.95 feet; (19) South 38°03'56" West 105.42 feet; (20) South 13°49'43" West 133.88 feet; (21) South 27°02'44" East 213.33 feet; (22) South 11°00'13" East 183.37 feet; (23) South 31°45'34" East 123.49 feet; (24) South 04°05'08" East 70.18 feet; (25) South 40°58'18" East 251.64 feet; (26) South 61°48'55" East 300.65 feet; (27) South 77°02'50" East 102.61 feet; (28) South 53°07'48" East 250.00 feet; (29) South 84°17'22" East 100.50 feet; (30) North 65°04'26" East 130.50 feet; (31) East 57.77 feet; (32) along the arc of a curve to the right, concave Southwesterly, having a radius of 1000.00 feet and being subtended by a chord bearing South 10°17'57" East 648.32 feet; (33) South 08°36'56" West 170.60 feet; (34) North 81°23'04" West 1051.83 feet; (35) along the arc of a curve to the left, concave Southeasterly, having a radius of 1300.00 feet and being subtended by a chord bearing South 72°20'28" West 1150.95 feet; and (36) South 46°04'00" West 398.45 feet to the point of beginning; containing 140.169 acres, more or less.

BK 3221 PG 215

1199 0000 0057 0259



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February 27, 1987
84-0084

**MINERS RAVINE
8.27-ACRE PARCEL**

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

All that portion of Section 36, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point distant South 48°56'32" West 3623.19 feet from the Northeasterly corner of said Section 36; thence, from said point of beginning, South 53°29'28" East 172.14 feet; thence, South 13°05'31" West 100.00 feet; thence, South 26°33'54" East 134.16 feet; thence, South 23°39'29" West 229.27 feet; thence, South 55°34'12" West 300.67 feet; thence, South 30°46'59" West 496.06 feet; thence, North 63°21'39" West 249.30 feet; thence, North 21°34'44" East 148.22 feet; thence, North 53°29'28" West 50.00 feet; thence, North 36°30'32" East 1053.33 feet to the point of beginning; containing 8.27 acres, more or less.

BK 3221 PG 216

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February 27, 1987
 84-0084

**MINERS RAVINE
 21.20-ACRE PARCEL**

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

All that portion of Section 36, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point distant South 54°51'44" West 2939.70 feet from the Northeasterly corner of said Section 36; thence, from said point of beginning, Southwesterly along the arc of a curve to the right, concave Northwesterly, having a radius of 1500.00 feet and being subtended by a chord bearing South 23°47'04" West 660.79 feet; thence, South 36°30'32" West 1156.83 feet; thence, North 53°29'31" West 244.12 feet; thence, Northwesterly along the arc of a tangent curve to the right, concave Northeasterly, having a radius of 200.00 feet and being subtended by a chord bearing North 32°21'00" West 144.27 feet to a point on the Easterly right-of-way line of Interstate 80 Freeway; thence, along said Easterly right-of-way line, the following ten (10) courses: (1) North 63°44'59" East 21.89 feet; (2) North 36°40'59" East 226.55 feet; (3) South 86°31'01" East 86.93 feet; (4) North 26°30'49" East 117.91 feet; (5) North 01°10'09" East 322.00 feet; (6) North 09°01'49" East 214.96 feet; (7) North 78°40'51" West 46.00 feet; (8) North 11°19'09" East 164.77 feet; (9) North 26°30'49" East 240.99 feet; and (10) North 26°30'28" East 297.73 feet; thence, South 63°29'32" East 130.58 feet; thence, Southeasterly along the arc of a tangent curve to the left, concave Northeasterly, having a radius of 1500.00 feet and being subtended by a chord bearing South 74°26'28" East 569.80 feet to the point of beginning; containing 21.20 acres, more or less.

BK3221 PG217

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February 27, 1987
 84-0084

**MINERS RAVINE
 8.53-ACRE PARCEL**

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

All that portion of Section 36, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at a point distant South 54°51'44" West 2939.70 feet from the Northeasterly corner of said Section 36; thence, from said point of beginning, Easterly along the arc of a curve to the left, concave Northerly, having a radius of 1500.00 feet and being subtended by a chord bearing South 88°04'20" East 140.39 feet; thence, North 89°14'44" East 584.50 feet; thence, South 36°06'56" West 62.50 feet; thence, South 23°20'39" West 76.41 feet; thence, South 03°48'51" West 75.17 feet; thence, South 23°29'55" West 125.40 feet; thence, South 43°31'52" West 137.93 feet; thence, South 69°40'37" West 143.96 feet; thence, South 80°54'35" West 379.77 feet; thence, South 45°54'34" West 222.77 feet; thence, South 13°05'31" West 120.74 feet; thence, North 53°29'28" West 172.14 feet; thence, North 36°30'32" East 103.49 feet; thence, Northeasterly along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 1500.00 feet and being subtended by a chord bearing North 23°47'04" East 660.79 feet to the point of beginning; containing 8.53 acres, more or less.

BK3221 PG218

**MORTON & PITALO, INC.**

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February 27, 1987
 84-0084

**MINERS RAVINE
 8.11-ACRE PARCEL**

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

A portion of Section 36, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

BEGINNING at a point from which the Northeast corner of said Section 36 bears North 54°51'44" East 2939.70 feet; thence, from said point of beginning and along the arc of a curve to the right, concave Northeasterly, having a radius of 1500.00 feet and being subtended by a chord bearing North 74°26'28" West 569.80 feet; thence, North 63°29'32" West 130.58 feet; thence, North 26°30'28" East 116.40 feet; thence, North 32°31'47" East 177.68 feet; thence, along the arc of a curve to the right, concave Southeasterly, having a radius of 545.00 feet and being subtended by a chord bearing North 48°40'26" East 263.14 feet; thence, North 62°38'30" East 297.52 feet; thence, North 78°08'57" East 53.34 feet; thence, South 04°07'31" East 391.89 feet; thence, along the arc of a curve to the right, concave Westerly, having a radius of 1500.00 feet and being subtended by a chord bearing South 03°28'03" West 396.39 feet to the point of beginning; containing 8.11 acres, more or less.

BK 3221 PG 219



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

February 27, 1987
 84-0084

**MINERS RAVINE
 14.90-ACRE PARCEL**

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

A portion of Section 36, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

BEGINNING at a point from which the Northeast corner of said Section 36 bears North 54°51'44" East 2939.70 feet; thence, from said point of beginning and along the arc of a curve to the left, concave Westerly, having a radius of 1500.00 feet and being subtended by a chord bearing North 03°28'03" East 396.39 feet; thence, North 04°07'31" West 391.89 feet; thence, North 78°08'57" East 60.55 feet; thence, North 85°52'29" East 165.76 feet; thence, along the arc of a curve to the left, concave Northwesterly, having a radius of 200.00 feet and being subtended by a chord bearing North 47°28'34" East 248.45 feet; thence, South 86°44'55" East 114.35 feet; thence, South 53°07'48" East 100.00 feet; thence, South 29°44'42" East 161.25 feet; thence, South 06°20'25" West 90.55 feet; thence, South 55°00'29" East 122.07 feet; thence, South 08°31'51" East 202.24 feet; thence, South 26°33'54" East 78.26 feet; thence, South 10°26'15" West 193.20 feet; thence, South 20°01'53" West 105.24 feet; thence, South 36°06'56" West 62.50 feet; thence, South 89°14'44" West 584.50 feet; thence, along the arc of a curve, concave Northerly, having a radius of 1500.00 feet and being subtended by a chord bearing North 88°04'20" West 140.39 feet to the point of beginning; containing 14.90 acres, more or less.

BK 3221 PG 220

February 27, 1987
84-0084



**MINERS RAVINE
URBAN RESERVE PARCEL**

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

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

A portion of Section 5, Township 10 North, Range 7 East, and a portion of Section 31, Township 11 North, Range 7 East, and a portion of Section 36, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

BEGINNING at the Northwest corner of said Section 31; thence, along the North line of said Section 31, North $89^{\circ}29'21''$ East 3112.29 feet; thence, South $46^{\circ}39'13''$ West 1846.44 feet; thence, North $43^{\circ}55'07''$ West 268.52 feet; thence, South $46^{\circ}04'53''$ West 742.10 feet; thence, North $44^{\circ}05'05''$ West 185.31 feet; thence, along the arc of a curve to the left, concave Southwesterly, having a radius of 958.00 feet and being subtended by a chord bearing North $73^{\circ}39'54''$ West 945.80 feet; thence, South $00^{\circ}35'40''$ East 6.15 feet; thence, along the arc of a curve to the right, concave Southwesterly, having a radius of 952.00 feet and being subtended by a chord bearing South $73^{\circ}42'20''$ East 941.05 feet; thence, South $44^{\circ}05'05''$ East 185.29 feet; thence, South $46^{\circ}04'53''$ West 502.70 feet; thence, South $43^{\circ}55'07''$ East 800.60 feet; thence, North $46^{\circ}04'53''$ East 1250.80 feet; thence, North $43^{\circ}55'07''$ West 512.08 feet; thence, North $46^{\circ}39'13''$ East 1867.81 feet to a point on the North line of said Section 31; thence, North $89^{\circ}29'21''$ East 785.07 feet to the Northeast corner of said Section 31; thence, South $00^{\circ}39'34''$ East 5282.06 feet to the Southeast corner of said Section 31; thence, along the South line of said Section 31, South $89^{\circ}14'41''$ West 496.99 feet; thence, South $03^{\circ}11'05''$ East 860.00 feet; thence, South $89^{\circ}14'41''$ West 960.37 feet; thence, South $23^{\circ}47'26''$ West 609.51 feet; thence, North $66^{\circ}12'34''$ West 198.38 feet; thence, along the arc of a curve to the right, concave Northeasterly, having a radius of 1400.00 feet and being subtended by a chord bearing North $28^{\circ}47'49''$ West 1701.14 feet; thence, North $08^{\circ}36'56''$ East 297.39 feet; thence, along the arc of a curve to the left, concave Southwesterly, having a radius of 1000.00 feet and being subtended by a chord bearing North $15^{\circ}17'29''$ West 810.51 feet; thence, North $39^{\circ}11'54''$ West 383.02 feet; thence, along the arc of a curve to the right, concave Northeasterly, having a radius of 1000.00 feet and being subtended by a chord bearing North $22^{\circ}30'20''$ West 574.48 feet; thence, North $05^{\circ}48'47''$ West 183.32 feet; thence, along the arc of a curve to the left, concave Southwesterly, having a radius of 1500.00 feet and being subtended by a chord bearing North $48^{\circ}17'01''$ West 2025.64 feet; thence, South $89^{\circ}14'44''$ West 848.66 feet; thence, North $36^{\circ}06'56''$ East 62.50 feet; thence, North $20^{\circ}01'53''$ East 105.24 feet; thence, North $10^{\circ}26'15''$ East 193.20 feet; thence, North $26^{\circ}33'54''$ West 78.26 feet; thence, North $08^{\circ}31'51''$ West 202.24 feet; thence, North $55^{\circ}00'29''$ West 122.07 feet; thence, North $06^{\circ}20'25''$ East 90.55 feet; thence, North $29^{\circ}44'42''$ West 161.25 feet; thence, North $53^{\circ}07'48''$ West 100.00 feet; thence, North $86^{\circ}44'55''$ West 114.35 feet; thence, along the arc of a curve to the left, concave Westerly, having a radius of 200.00 feet and being subtended by a chord bearing North $02^{\circ}28'34''$ East 45.98 feet; thence, North $04^{\circ}07'31''$ West 203.04 feet; thence, along the arc of a curve to the right, concave Southeasterly, having a radius of 200.00 feet and being subtended by a chord bearing North $11^{\circ}00'31''$ East 104.43 feet; thence, North $50^{\circ}29'51''$ East 536.62 feet; thence, North $89^{\circ}14'44''$ East 1579.28 feet to the point of beginning; containing 505.180 acres, more or less.

BK3221 PG221



February 27, 1987
84-0084

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

MINERS RAVINE
OPEN SPACE PARCEL

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

A portion of Section 31, Township 11 North, Range 7 East, M.D.M., and a portion of Section 36, Township 11 North, Range 6 East, M.D.M., more particularly described as follows:

BEGINNING at a point from which the Northeast corner of said Section 36 bears North 44°50'05" East 2381.68 feet; thence, from said point of beginning, North 89°14'44" East 848.66 feet; thence, along the arc of a curve to the right, concave Southwesterly, having a radius of 1500.00 feet and being subtended by a chord bearing South 48°17'01" East 2025.64 feet; thence, South 05°48'47" East 183.32 feet; thence, along the arc of a curve to the left, concave Northeasterly, having a radius of 1000.00 feet and being subtended by a chord bearing South 22°30'20" East 574.48 feet; thence, South 39°11'54" East 383.02 feet; thence, along the arc of a curve to the right, concave Southwesterly, having a radius of 1000.00 feet and being subtended by a chord bearing South 34°12'22" East 174.04 feet; thence, West 57.77 feet; thence, South 65°04'26" West 130.50 feet; thence, North 84°17'22" West 100.50 feet; thence, North 53°07'48" West 250.00 feet; thence, North 77°02'50" West 102.61 feet; thence, North 61°48'55" West 300.65 feet; thence, North 40°58'18" West 251.64 feet; thence, North 04°05'08" West 70.18 feet; thence, North 31°45'34" West 123.49 feet; thence, North 11°00'13" West 183.37 feet; thence, North 27°02'44" West 213.33 feet; thence, North 13°49'43" East 133.88 feet; thence, North 38°03'56" East 105.42 feet; thence, North 58°43'31" East 157.95 feet; thence, North 35°18'40" East 147.05 feet; thence, North 06°39'16" West 241.63 feet; thence, North 32°55'56" West 104.85 feet; thence, North 37°17'22" West 170.55 feet; thence, North 52°06'05" West 211.63 feet; thence, North 84°05'38" West 291.55 feet; thence, South 71°04'31" West 185.00 feet; thence, South 53°31'51" West 143.00 feet; thence, South 30°57'50" West 87.46 feet; thence, South 81°15'14" West 131.53 feet; thence, North 47°01'17" West 300.71 feet; thence, North 78°10'43" West 137.78 feet; thence, South 73°57'36" West 192.63 feet; thence, South 70°33'36" West 90.14 feet; thence, South 49°58'11" West 163.25 feet; thence, South 70°12'04" West 265.71 feet; thence, South 53°07'48" West 100.00 feet; thence, South 27°45'31" West 107.35 feet; thence, South 42°36'51" West 169.85 feet; thence, South 60°56'43" West 257.39 feet; thence, North 74°55'53" West 134.63 feet; thence, North 50°11'40" West 117.15 feet; thence, North 80°13'16" West 121.66 feet; thence, North 26°33'54" West 134.16 feet; thence, North 13°05'31" East 220.74 feet; thence, North 45°54'34" East 222.77 feet; thence, North 80°54'35" East 379.77 feet; thence, North 69°40'37" East 143.96 feet; thence, North 43°31'52" East 137.93 feet; thence, North 23°29'55" East 125.40 feet; thence, North 03°48'51" East 75.17 feet; thence, North 23°20'39" East 76.41 feet; thence, North 36°06'56" East 62.50 feet to the point of beginning; containing 53.799 acres, more or less.

BK 3221 PG 222

NORTHEAST ROSEVILLE

SPECIFIC PLAN

ADOPTED BY THE ROSEVILLE CITY COUNCIL

April 8, 1987

BK3221 PG223

1199 0000 0057 0275

ACKNOWLEDGEMENTS

City Council: Jim Ross, Mayor; Phil Ozenick, Mayor & Mayor Pro Tempore; John Byouk, Harry Crabb, Bill Santucci

Planning Commission: Bill Huffman, Chairman; David Watts, Vice-Chairman; Jim Gray, Fred Lohse, Chris Hayes, Pauline Roccucci, Tom Chambliss

City Staff: Steve Dillon, Planning Director; Fred Barnett, Public Works Director; Dan Dameron, Planning; Larry Pagel, Public Works; Ed Mahany, Parks and Recreation Director

Project Proponent: River West Developments

Consultants: Fehr & Peers Associates; Morton & Pitalo, Smith/Kelly Landscape Architects; Guzzardo & Associates; Charles Kober & Associates; William Gill Engineers, Ralph Anderson & Associates

BK3221 PG224

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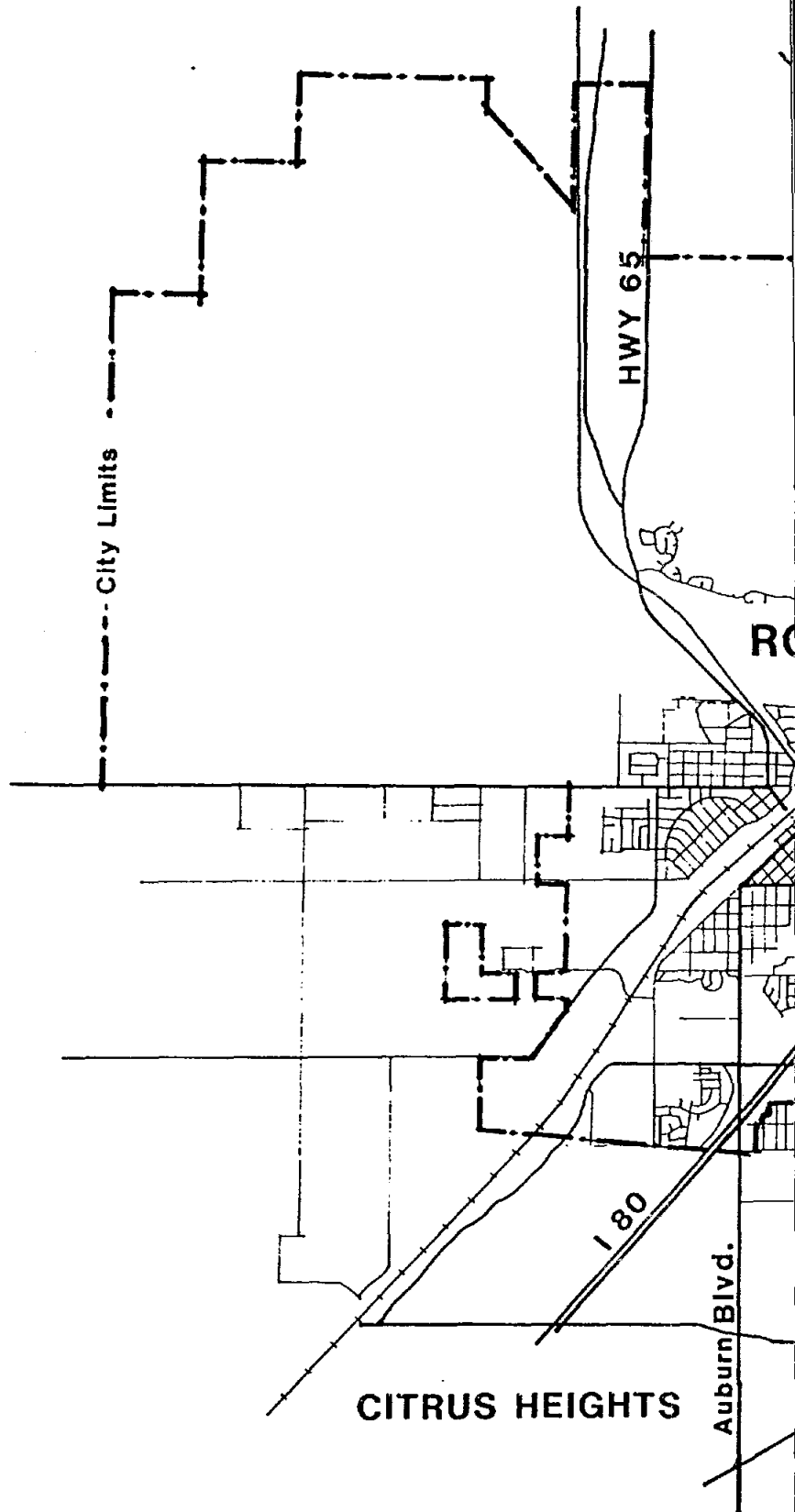
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LIST OF EXHIBITS

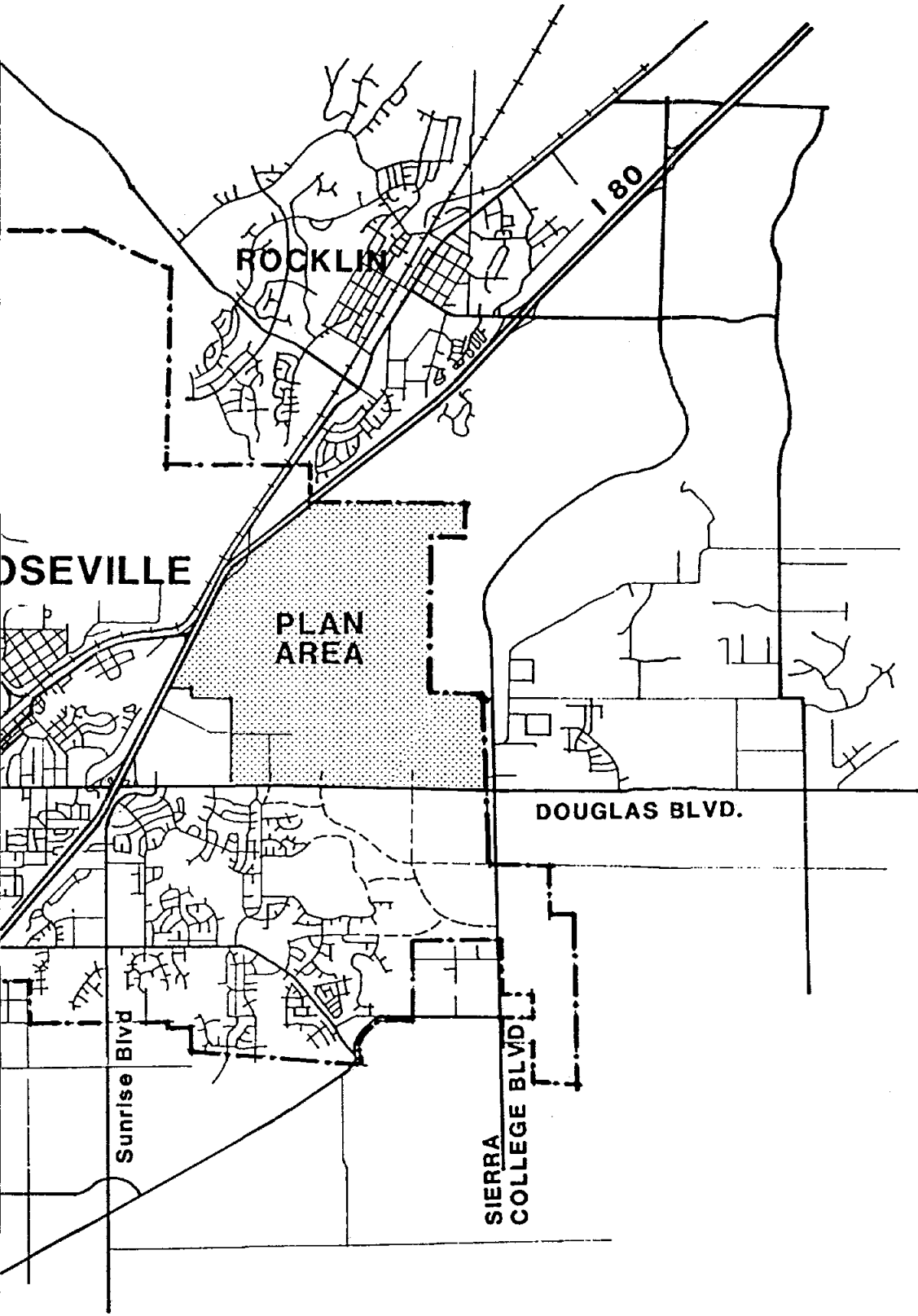
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BK3221 PG226



NORTHEAST ROSEVILLE SPECIFIC PLAN

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PROJECT LOCATION MAP



N

CHAPTER I

INTRODUCTION

On November 6, 1985 the Roseville City Council adopted a land use plan for 1,628 acres in the northeast portion of the City. The land use plan outlined largely commercial and employment based uses for the area with the inclusion of 1,800 residential units. This allocation was consistent with and implemented land use policies as prescribed in the Roseville General Plan. Implementation of the land use plan was conditioned upon the approval of a Specific Plan for the area.

The Specific Plan process permits the City of Roseville to plan, coordinate, implement and monitor development over a large area. Through the use of a Specific Plan the City ensures implementation of it's General Plan policies in a manner which is responsive to the localized needs and environment of a particular planning area. The Specific Plan establishes goals, policies and implementation measures for the provision, phasing and financing of land use, community services, roadways and infrastructure. In short, the Specific Plan process presents the unique opportunity for the City of Roseville to implement detailed planning over a large scale area in a comprehensive manner. Past City experience, the size and scale of the project, the need for coordination of infrastructure improvements with other parts of the City and the desire for quality planning and development all justify the use of this process in the Northeast Roseville Area.

The Northeast Roseville Specific Plan document carries out the intent of the City Council in its November 6, 1985 action. The Specific Plan refines the land use allocated at that time and serves as the ultimate guide to development in the area. All projects proposed within the Northeast Area must comply with the intent of this Plan and are subject to the goals, policies and implementation measures contained herein.

The Northeast Roseville Specific Plan is composed of the following:

- a. A description of the Plan setting detailing the various opportunities and constraints within the Area.
- b. A discussion of the methodology and approach used in developing the plan.
- c. A description of the land use plan.
- d. Goals, policies and implementation measures for the various land uses, open space, circulation system and public facilities associated with the plan.

INTRODUCTION (CONT'D.)

- e. A land use and infrastructure phasing plan.
- f. Development standards and design guidelines for site layout, architecture, landscaping and signage.
- g. A brief discussion of the Specific Plan implementation techniques.

BK3221 PG230

CHAPTER II

PLAN SETTING

LOCATION

The Northeast Roseville Specific Plan is located at the southerly edge of Placer County, northeast of the intersection of Interstate 80 and Douglas Boulevard (Exhibit 1). The Plan Area encompasses a total of 1,628 acres and lies entirely within the City of Roseville. The site is bounded by Interstate 80 on the west, the City of Rocklin to the north, the County of Placer unincorporated area and Sierra College Boulevard to the east and Douglas Boulevard to the south (Exhibit 2).

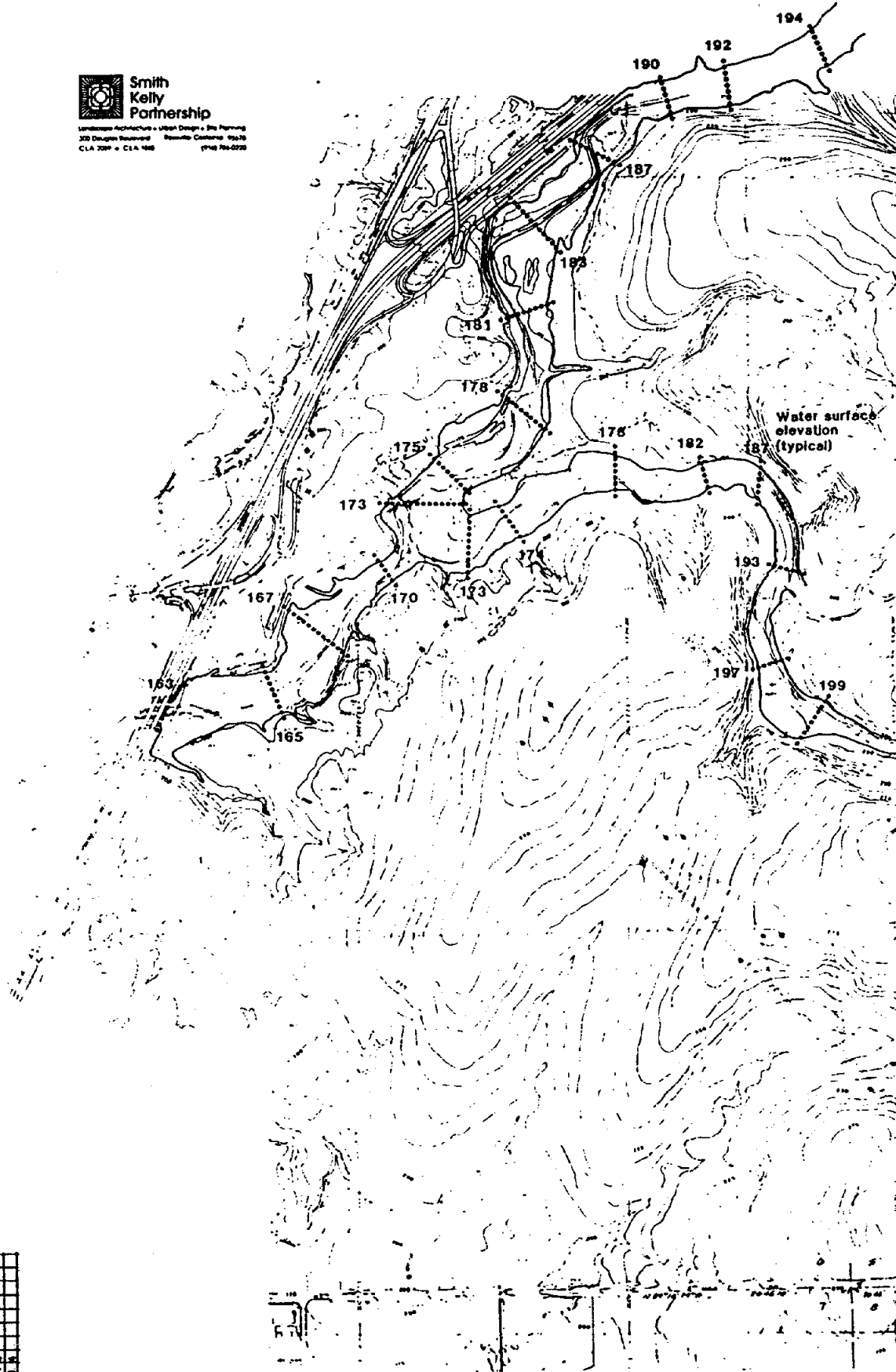
NATURAL ENVIRONMENT

The project site is generally bisected from east to west by Miner's Ravine Creek and its accompanying floodway. This creek intersects with Secret Ravine Creek just east of Interstate 80 and continues to its confluence with Antelope Creek a quarter-mile west of the Interstate (Exhibit 3). The creek systems drain a majority of the northern and central portions of the site. Approximately 40 percent of the area south of the ravines drain into these basins. The remainder of the southern portion of the Plan Area drains south off-site into the existing City storm drain system and Cirby Creek.

The topography within the Plan Area is generally mild. South of Miner's Ravine the topography is gently rolling with elevations ranging from 200 to 300 feet above sea level. North of the ravine it is generally flatter with elevations from 250 to 300 feet above sea level prevailing. The creeks and associated ravines provide the only significant slope areas within the Plan. The slopes leading down to the creeks range from two percent to nearly vertical (Exhibit 4).

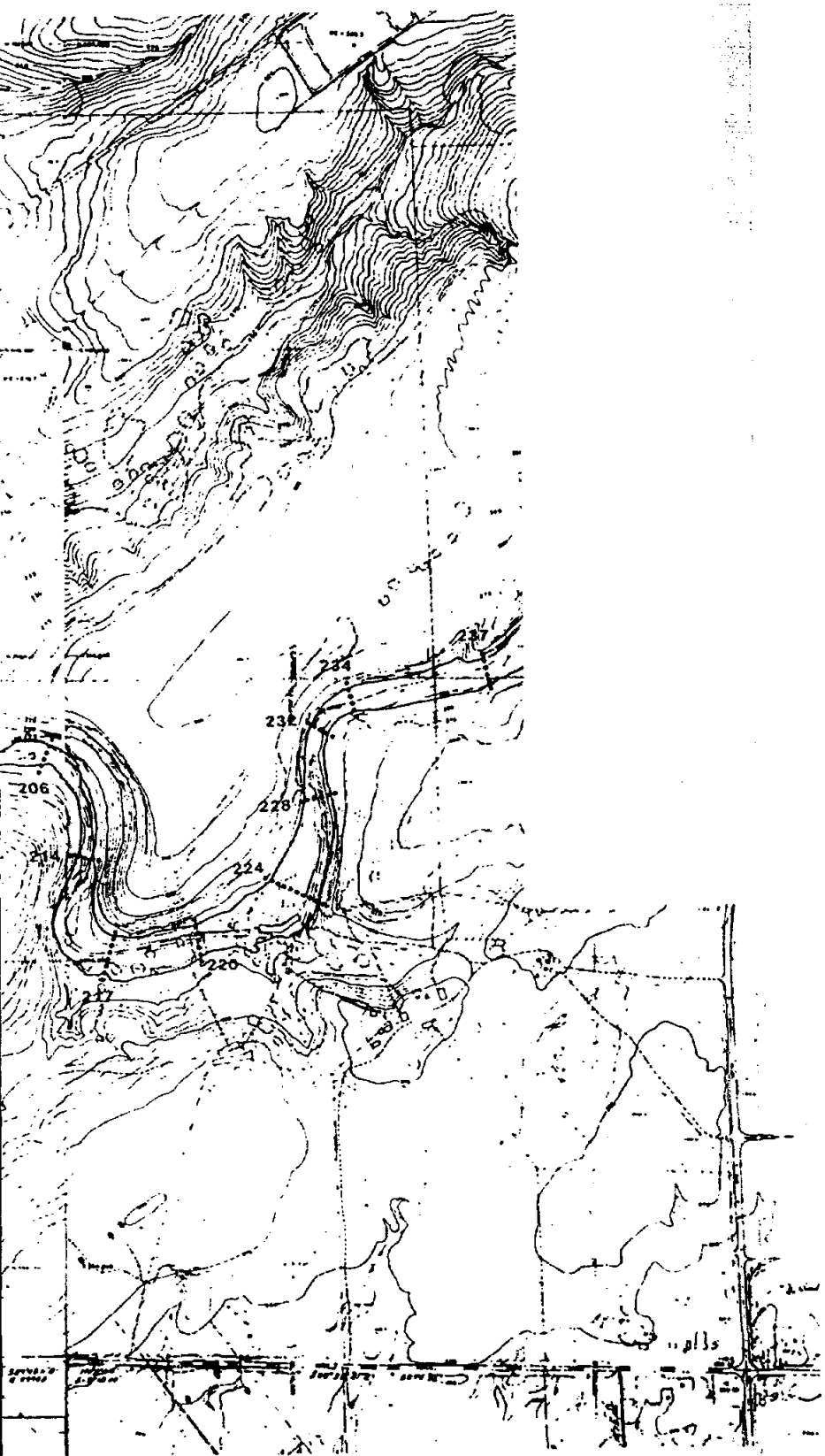
Geologically the site is primarily underlain by the Mehrten Volcanic formation (Exhibit 5). The Mehrten is a very hard concrete-like mudflow of volcanic origin. This formation is generally overlain by shallow soils and occasionally protrudes above the surface. This geologic formation plays a critical role on the site. The hardness of the Mehrten combined with the shallow soils have left a majority of the Plan Area devoid of trees or significant vegetation. As a result, the areas both north and south of the ravines consist of a grassland environment. The grassland is composed of a mixture of both natural and introduced species. This environment provides a foraging ground for birds as well as a habitat for reptiles and a limited number of rodents and small mammals typical to the region.

**Smith
Kelly
Partnership**
Landscape Architecture • Urban Design • Site Planning
300 Douglas Boulevard • Roseville, California 95678
CLA 2004 • C.L.A. 448 Proj No. 0228



NORTHEAST AREA SPECIFIC PLAN

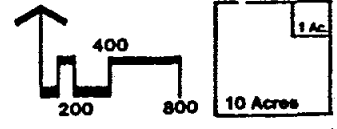
ROSEVILLE, CALIFORNIA



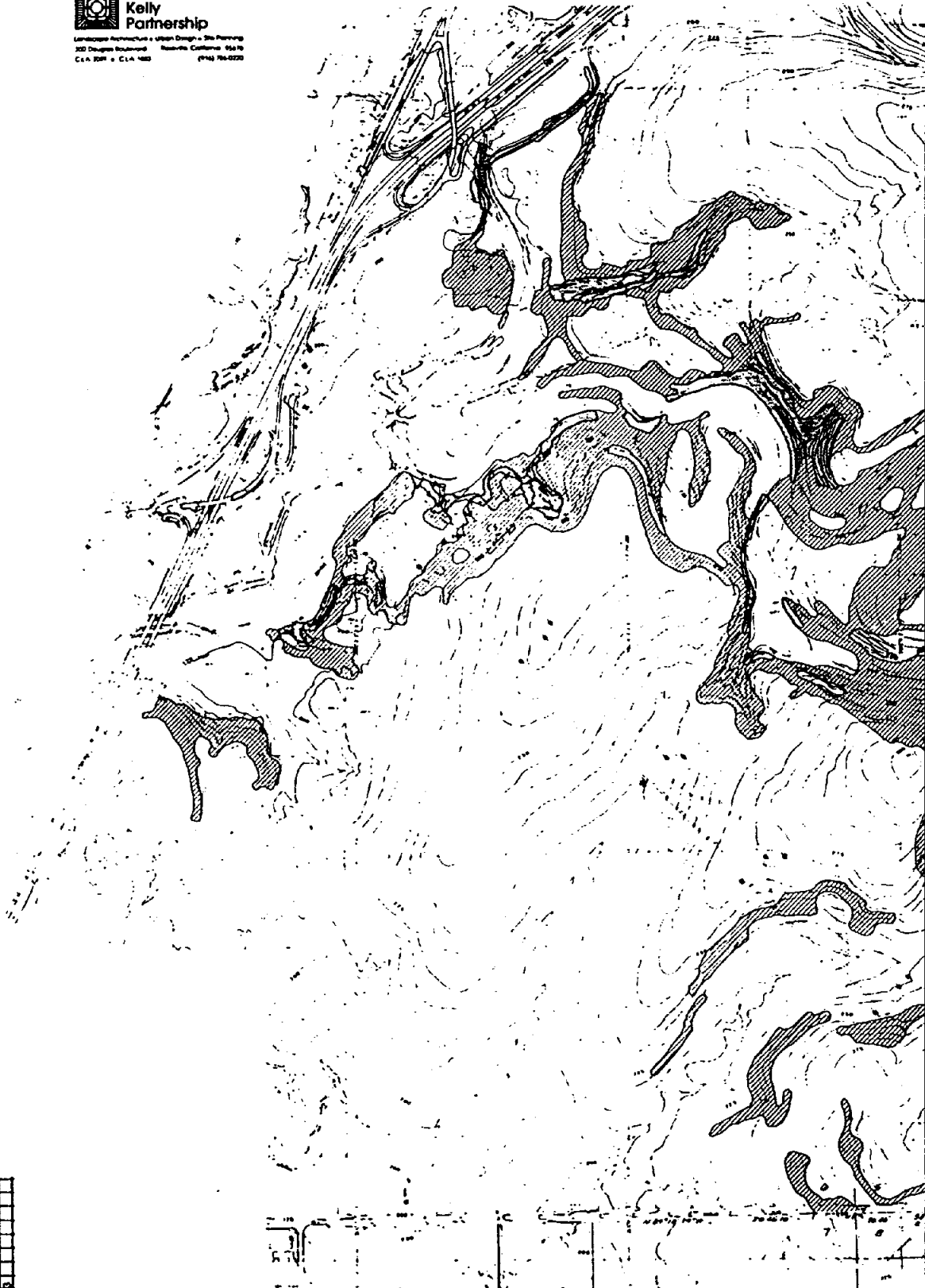
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100 YEAR FLOOD PLAIN MAP




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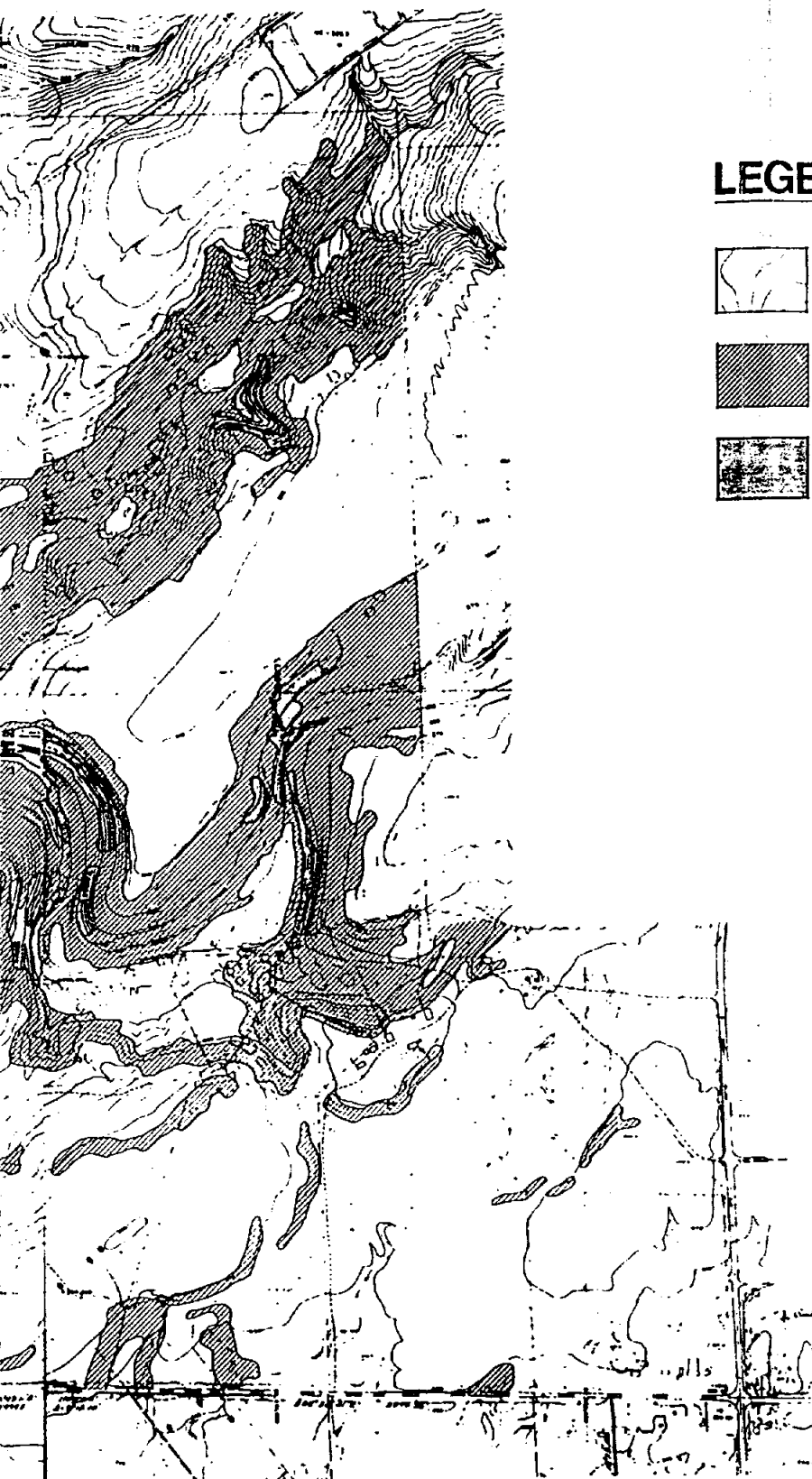


OVERLAY	1	2	3	4	5	6	7	8	9	10
AUDIT	1	2	3	4	5	6	7	8	9	10




NORTHEAST AREA SPECIFIC PLAN

ROSEVILLE, CALIFORNIA

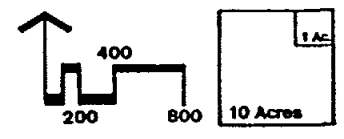
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LEGEND

-  0 - 10%
-  11% - 30%
-  +30%

SLOPE MAP





NORTHEAST AREA SPECIFIC PLAN

ROSEVILLE, CALIFORNIA

LEGEND



MEHRTEN VOLCANICS: ANDESITIC MUDFLOW BRECCIA.

Mc MEHRTEN CONGLOMERATE: ANDESITE SILTSTONE, SANDSTONE, PEBBLE AND COBBLE CONGLOMERATE.

Qa RECENT STREAM DEPOSITS: UNCONSOLIDATED CLAY, SILT, SAND, GRAVEL, AND COBBLES.

Qt TERRACE DEPOSITS: CLAY, SILT, SAND, GRAVEL, AND COBBLES.

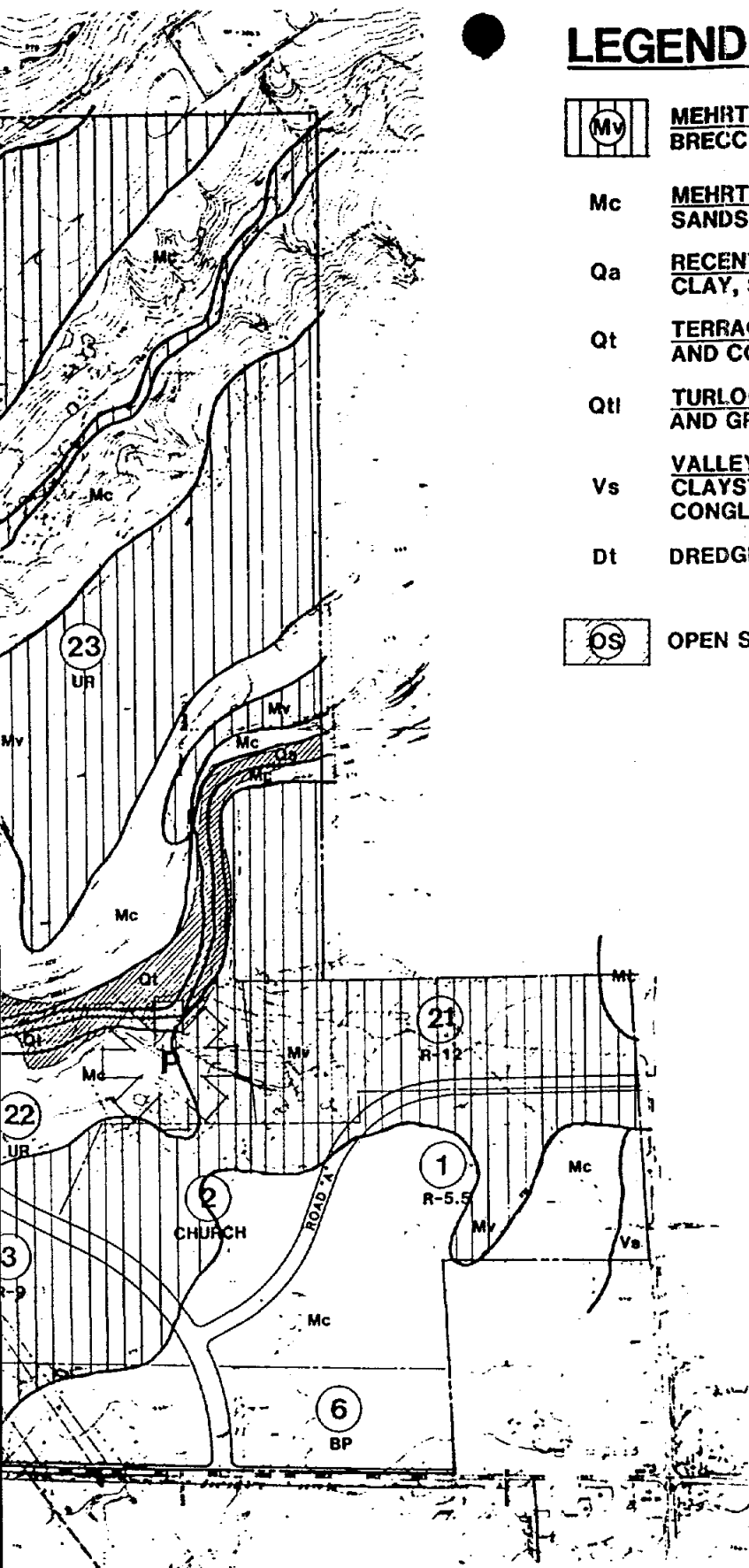
QtI TURLOCK LAKE FORMATION: GRANITE SAND, SILT, AND GRAVEL.

Vs VALLEY SPRINGS FORMATION: RHYOLITIC TUFF, CLAYSTONE, SILTSTONE, SANDSTONE, AND CONGLOMERATE.

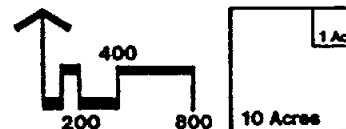
Dt DREDGED TAILINGS



OPEN SPACE FLOODWAY



SOILS MAP



PLAN SETTING (CONT'D.)

The Mehrten formation is also significant as it relates to potential development. Because of the hardness of the material, grading and trenching costs are quite high. This results in a multiplication of site development costs above those which prevail on other soils in the region. The areas underlain by the Mehrten volcanic are, therefore, best suited for higher intensity land uses such as commercial, office, research and development or high density clustered residential development.

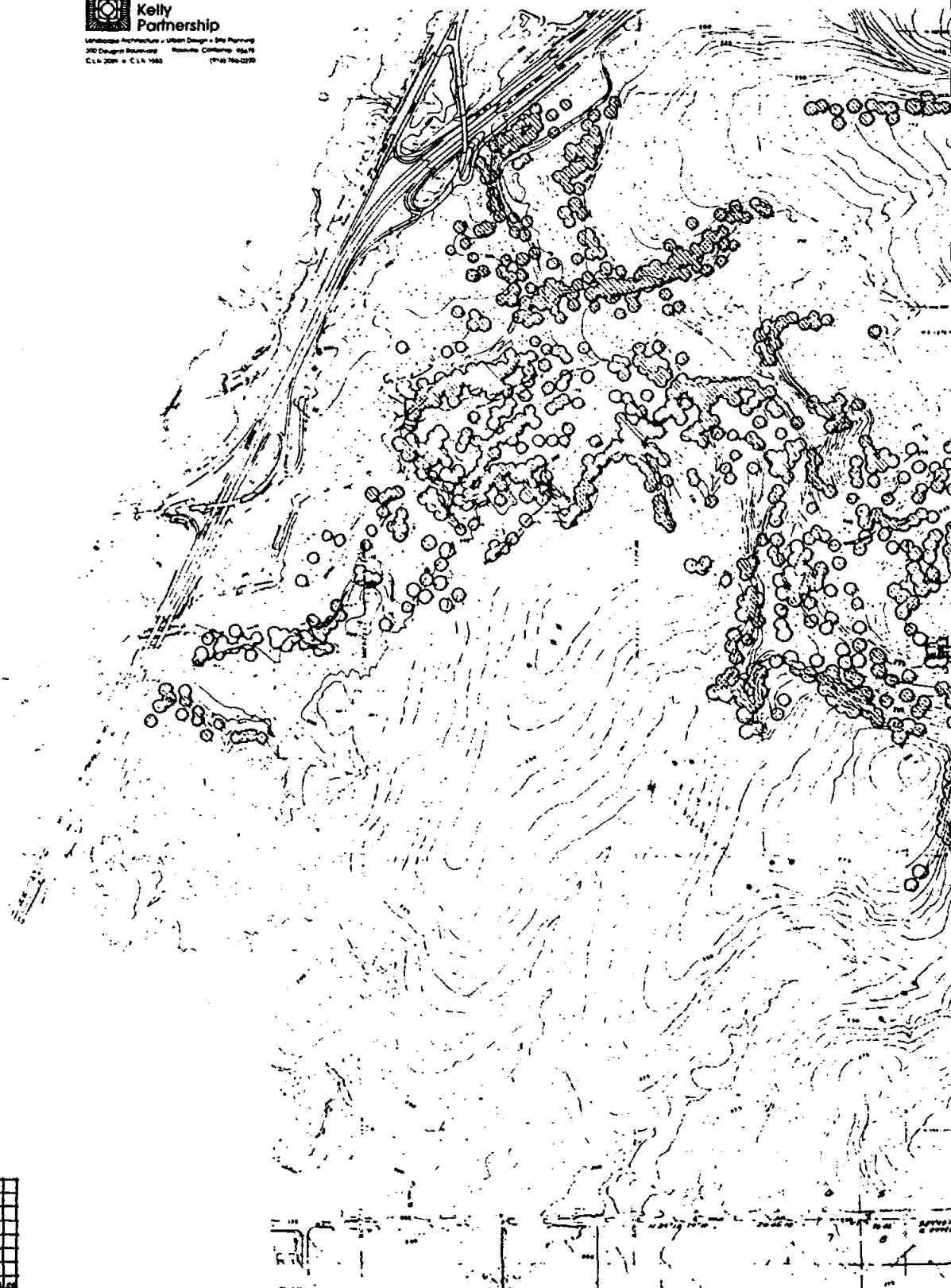
The sole unique habitat which exists within the Mehrten Volcanic / Grassland Environment are vernal pools. These pools result primarily due to the lack of permeability associated with the Mehrten. Shallow depressions along the surface of the formation collect and retain rainwater into the spring months. This unique environment provides a habitat for a number of specialized and occasionally rare or endangered species of California native plants. Detailed investigations of the site during the flowering season of 1986 revealed that only one area, north of the ravine and adjacent to the abandoned southern Pacific Reservoir, contained rare or endangered species of plant. A majority of the pools within the Plan Area are very small and well dispersed. Combined, the approximate 130 vernal pools south of the ravine cover only slightly more than one acre of ground.

It is the creeks and ravine areas which provide the primary opportunity for significant natural vegetation on the site (Exhibit 6). Within the ravines the Mehrten formation terminates and a combination of clay, sand and stream bed deposits exist. This has allowed a large oak woodland to evolve. This environment is dominated by sparse to dense stands of blue oak and interior live oak. The oak woodland provides a very important source of food and shelter for wildlife. A number of bird species as well as both small and large mammals, such as squirrels, raccoons and mule deer, inhabit the environment.

The oak woodland transitions into a riparian woodland immediately adjacent to the banks of the creeks. The riparian habitat consists of both plants growing in the creek as well as those growing on the alluvial deposits adjacent to the creeks. The plant types vary along the system, but consist primarily of valley oak, cottonwood, interior live oak, willow, ash, buttonbush, himalaya berry and poison oak. The woodland overstory is generally more dense along Secret Ravine than Miner's Ravine. A portion of the riparian woodland along Secret Ravine supports a dense, continuous "climax" environment.

BK 3221 PG 238

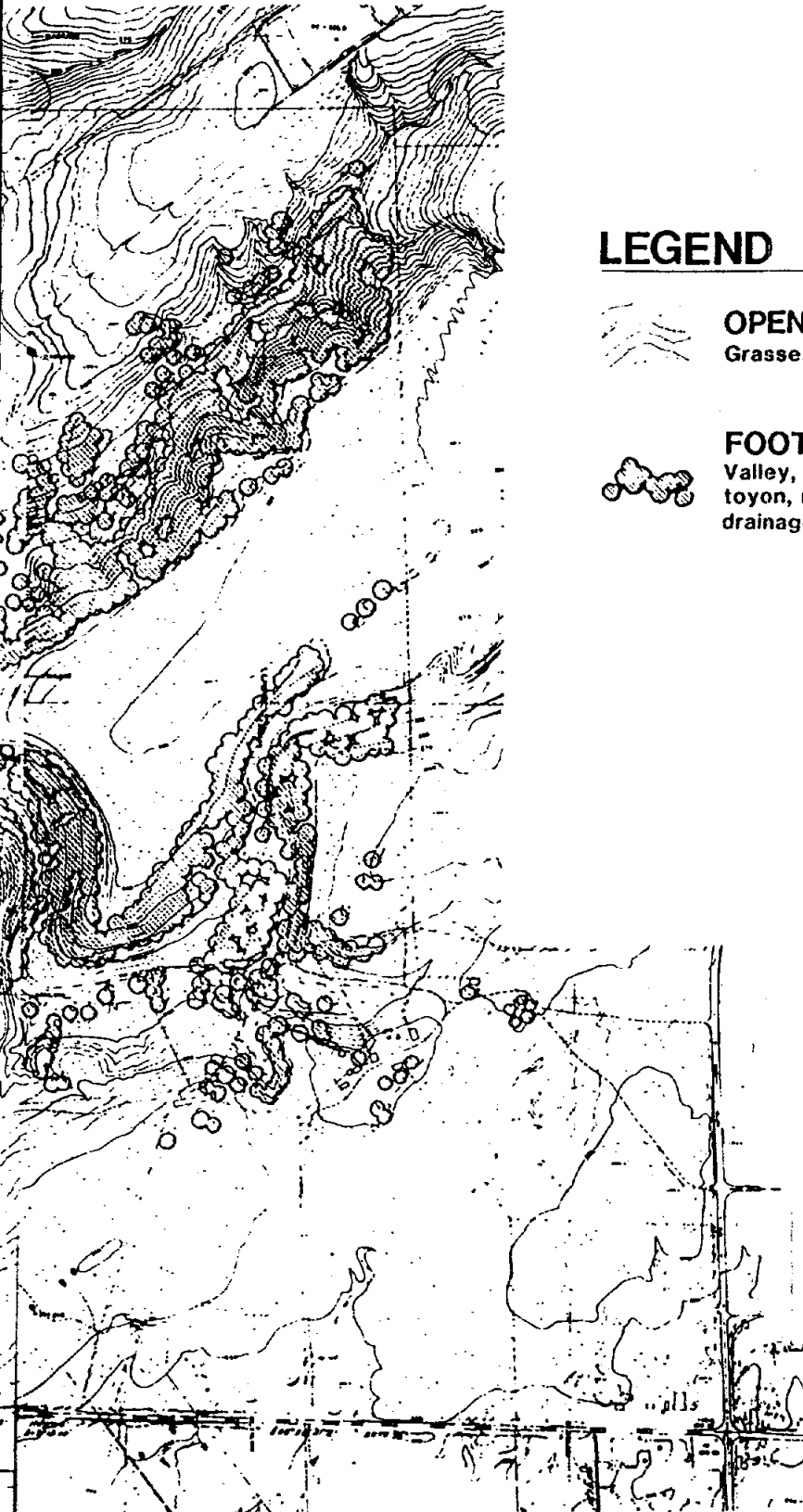
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300 Douglas Boulevard, Roseville, California 95678
C.A. 2001 • C.A. 1982 (708) 766-0270



OVERLAY	1	2
AUDIT	1	2

NORTHEAST AREA SPECIFIC PLAN

ROSEVILLE, CALIFORNIA



LEGEND

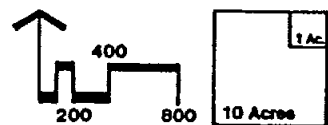


OPEN VALLEY GRASSLAND
Grasses, herbaceous perennials and annuals



FOOTHILL/OAK WOODLAND
Valley, Live and Blue Oaks . Understory of ceanothus, toyon, manzanita, willows and wild roses in major drainage areas

EXISTING VEGETATION MAP



PLAN SETTING (CONT'D.)

NATURAL ENVIRONMENT (Cont'd.)

The riparian corridors are also the most productive wildlife habitats in the Plan Area. A wide variety of birds such as California quail, bewicks and housewrens, Nuttall's woodpeckers and Cooper's hawks forage and nest in the area. In addition, rodents, bats, opossums, raccoons, striped skunks, weasels, and mule deer can be found in the area. Both the oak and riparian woodlands are environments of special significance worthy of preservation and careful planning.

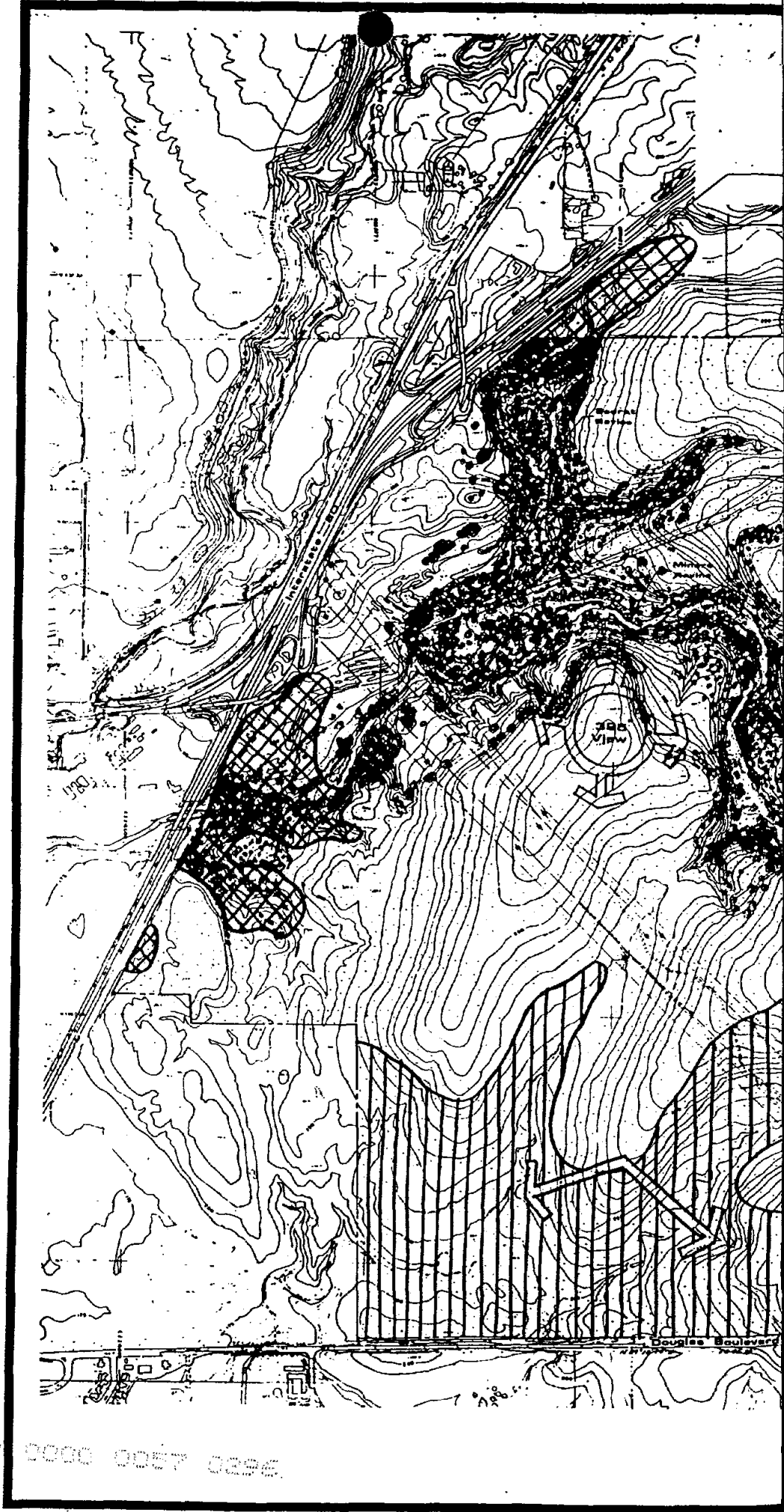
The Plan area offers a variety of views both on and off-site (Exhibit 7). From the high points on the site views are available of the Sierras to the north and Sacramento County, as well as portions of Roseville to the south. The site provides a broad visual space, particularly for travelers along Douglas Boulevard. The Plan Areas most unique aesthetic environment visually is the oak woodland and riparian habitat along the ravines. With the exception of glimpses of Secret Ravine from Interstate 80, these views are not currently available to the public.

MAN-MADE ENVIRONMENT

Man has utilized the Plan Area in various ways for several centuries. Archaeological investigations of the site have found artifacts and bedrock mortars from Maidu Indians who inhabited the region. None of these remnants are considered to be highly significant. The creek systems within the Plan Area were later mined for gold. The historic Placer mining of the stream beds left many scars. These scars have been grown over during the years, although, mounds of dredge tailings are still visible along both Secret Ravine and Miner's Ravine.

More recently the site has been utilized for cattle grazing. Seldom used roadways cross the property and serve as access points to water sources. This includes a large abandoned Southern Pacific Reservoir, an abandoned City reservoir and a large municipal storage tank north of the Plan Area. The most significant and recognizable man-made structures on the site are the high voltage transmission lines and support towers. The lines cross the property in a diagonal manner south of the ravines. The power line easement averages 500 feet in width and encumbers approximately ninety acres of the Plan Area. The lines serve as an impediment to site development in that permanent structures are not permitted within the accompanying easement.

Land uses adjacent to the Plan Area vary. To the north and east the uses consist primarily of undeveloped agricultural land along with low density residential uses. To the south and west, along the Interstate 80 and Douglas Boulevard corridors, are existing and planned high intensity land uses such as commercial, office, and light industrial. Both Interstate 80 and Douglas Boulevard carry considerable traffic volumes which heavily influence the type of land uses appropriate for the area.

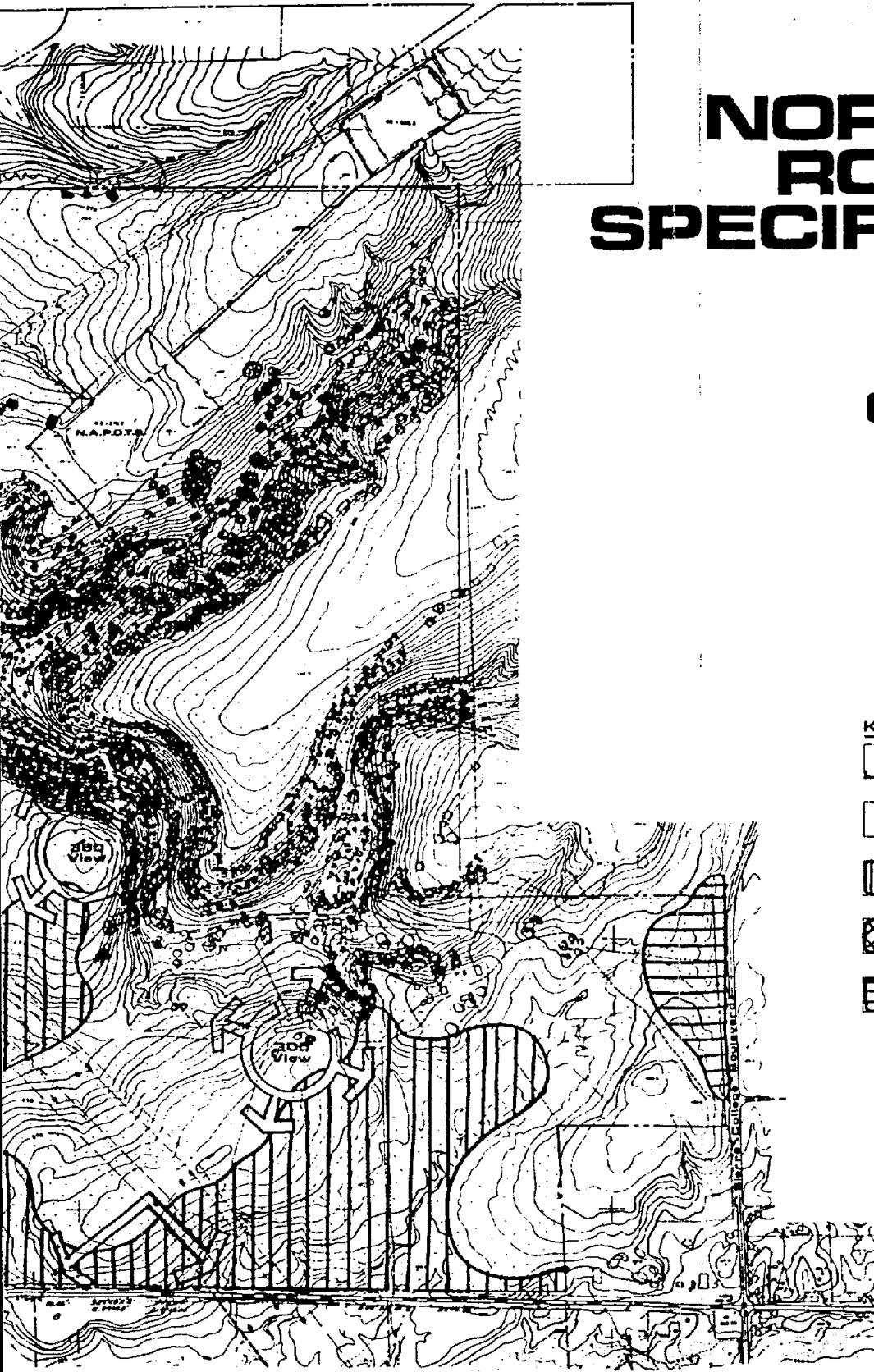


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NORTHEAST ROSEVILLE SPECIFIC PLAN

ROSEVILLE CALIFORNIA

VIEWSHED ANALYSIS



KEY

-  FOOTHILL/OAK WOODLAND
-  OPEN GRASSLAND
-  VIEWSHED
From Douglas Boulevard
-  VIEWSHED
From Interstate 80
-  VIEWSHED
From Sierra College Boulevard



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10-1-88

**ANTHONY M. GUZZARDO
AND ASSOCIATES INC.**
LAND PLANNERS

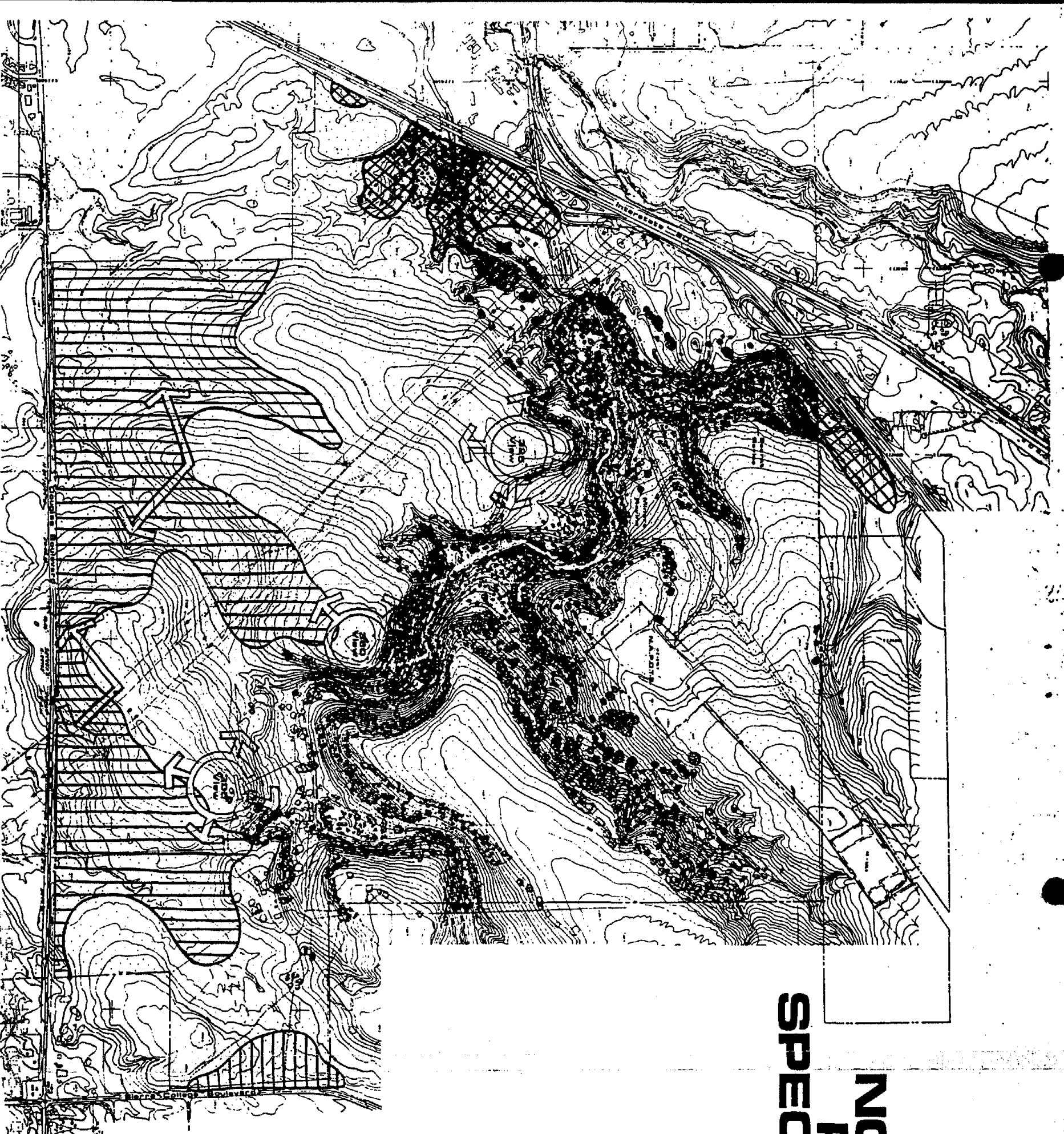


538 MONTGOMERY STREET
SAN FRANCISCO CALIFORNIA

NORTHEAST ROSEVILLE SPECIFIC PLAN

ROSEVILLE CALIFORNIA

VIEWSHED ANALYSIS



KEY

- FOOTHILL/OAK WOODLAND
- OPEN GRASSLAND

- VIEWSHED From Douglas Boulevard

- VIEWSHED From Interstate 80

- VIEWSHED From Sierra College Boulevard

0 200 400 600 800 1000 1200 1400

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CHAPTER III

PLAN METHODOLOGY AND APPROACH

The Northeast Roseville Specific Plan has evolved as a result of a detailed planning process encompassing a variety of factors. The primary emphasis of this effort has been to clearly define the opportunities and constraints inherent to the site. A comprehensive inventory and analysis of the natural features within the area has been conducted. This included study of the physical and ecological environment as well as any man-made "givens" (see Chapter 2). Through the use of overlays those areas which are generally inappropriate for development, areas potentially developable with the establishment of preconditions and mitigation measures and those areas intrinsically suited for a variety of urban uses have been identified.

A wide range of additional factors have also been analyzed in the planning process. These include the intent of the City, the wishes of the property owners, infrastructure limitations, General Plan policies, circulation plans and policies, and a full understanding of site development costs and market forces. By combining these elements and applying them to the property, a vision of the Northeast Area's potentials and limitations has emerged.

General Plan policy, based on circulation and infrastructure limitations, dictates that only a portion of the Plan Area currently be designated for urbanization. Miner's Ravine constitutes a natural barrier on the site and, therefore, serves as a logical separation between the urban and non-urban portions of the Plan. The area south of the ravine, due to its proximity and relationship to existing growth patterns, infrastructure and roadways, has been targeted for urbanization. The property north of the ravine, which is slightly more isolated, has been set aside for potential future urbanization with the northern most section retained in agriculture.

Given their environmental and aesthetic significance, the ravine areas are not considered appropriate for development. This environment does, however, provide potential open space and recreational opportunities and has accordingly been slated for preservation. Site location, environment, and General Plan Policy offer limited opportunity for housing. This potential, existing primarily in the eastern portion of the Plan adjacent to Miner's Ravine and Sierra College Boulevard, has been captured. The Plan Area's geology and related development costs point towards urbanizing the remainder of the property in high intensity land uses. The site's orientation to the South Placer and Sacramento markets, along with its proximity, access and visibility from the Interstate 80 and Douglas Boulevard corridors, emphasizes a strong regional orientation. As a result the Northeast Roseville Specific Plan area is envisioned predominantly as a regional commercial and employment generating center.

PLAN METHODOLOGY AND APPROACH (CONT'D.)

The underlying principles which have been used in the development of this Plan are as follows:

1. Insure consistency with the City of Roseville's General Plan policies.
2. Direct development in a manner which is sensitive to the natural environment.
3. Preserve those areas identified as being environmentally significant.
4. Develop a high quality project incorporating a variety of land uses with an emphasis on a regional orientation.
5. Provide affordable housing opportunities.
6. Develop the Plan Area as a unique yet integral part of the City of Roseville.
7. Provide for completion of the City of Roseville's circulation plan as it relates to the Northeast Area.
8. Plan growth to occur on the basis that project revenue shall be sufficient to meet public costs over time.
9. Coordinate the provision of services in a time frame consistent with development.
10. Develop the site in a manner consistent with the City of Roseville's image and high expectations.

BK3221 PG245

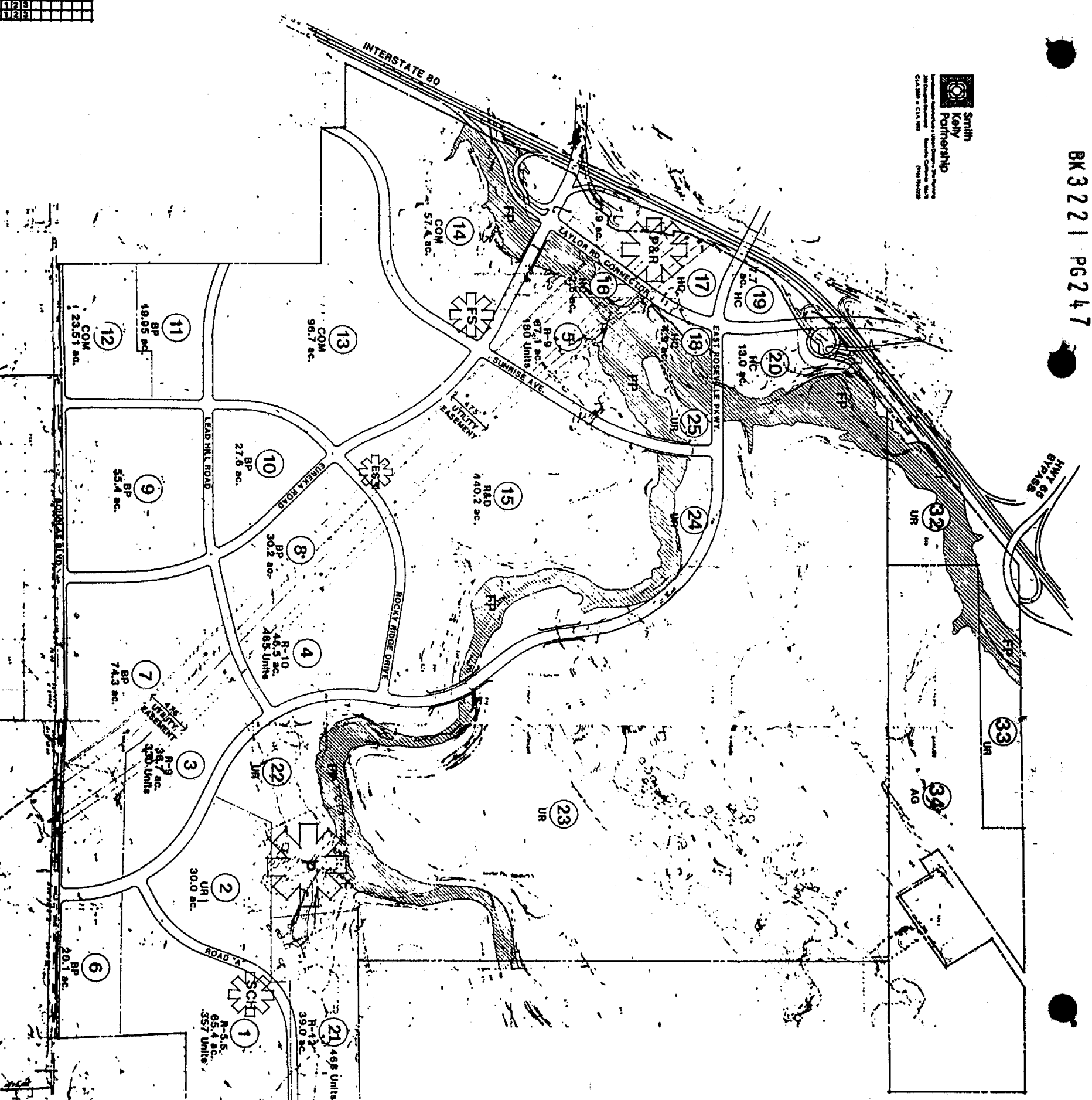
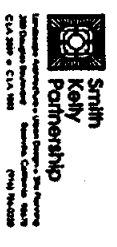
CHAPTER IV

LAND USE PLAN

The Northeast Roseville Specific Plan as presented herein is an extension of the City's basic suburban character with regional service facilities the dominant land use (Exhibit 8). The Plan area encompasses a total of 1,632 acres. The plan contemplates development of 803.3 acres, or 49 percent, of the site in urban uses. The remaining 824.7 acres, or 51 percent, of the property is set aside in open space, and agriculture or is designated urban reserve for potential future urban use. The Specific Plan provides for the development of the following gross acreages.

<u>USE</u>	<u>ACRES/DWELLING UNITS</u>
Urban Reserve	524.5 ac
Agriculture	141.0 ac
Floodplain / Open Space	129.2 ac
Park	30.0 ac
Residential	211.4 ac/1800 d.u.s.
Highway Commercial	46.9 ac
Retail Commercial	79.9 ac
Regional Mall	96.7 ac
Business Professional Office	227.6 ac
Research and Development	139.2 ac
Public Uses (Fire & Electric)	<u>2.0 ac</u>
TOTAL	1,628.4 ac/1800 dwelling units

To support this development, significant infrastructure must be installed and public services provided. The location, sizing, method of finance and phasing are addressed within this Plan document. Compliance and timely development are assured by a development agreement adopted concurrently with this Plan.



LEGEND

③ PARCEL NUMBER

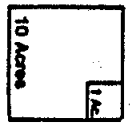
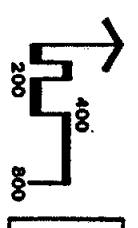
LAND USES

LAND USES	UNITS	ACRES
R-5.5 RESIDENTIAL 5.5 units/acre	367	59.4
R-9 RESIDENTIAL 9 units/acre	510	73.8
R-10 RESIDENTIAL 10 units/acre	465	46.5
R-12 RESIDENTIAL 12 units/acre	468	39.0
AG AGRICULTURE		119.4
BP BUSINESS PARK & PROFESSIONAL OFFICE		227.6
COM COMMERCIAL		176.8
FS FIRE STATION		1.0
HC HIGHWAY COMMERCIAL		44.1
ES ELECTRICAL SUBSTATION		1.0
P PARK		380.0
P&R PARK & RIDE		6.0
R&D RESEARCH & DEVELOPMENT		139.2
UR URBAN RESERVE		592.9
SCH SCHOOL SITE (K-3)		8.0
FP 100 YR. FLOOD PLAIN		

OVERLAY	1	2	3
AUDIT	1	2	3

1199 NORTHEAST AREA SPECIFIC PLAN
ROSEVILLE, CALIFORNIA

1199 0000 0057 0302



LAND USE PLAN

CHAPTER V

SPECIFIC PLAN COMPONENTS

This Specific Plan is organized into distinct components (areas) reflective of the uses or services contemplated by each. Each component is generally described and its underlying purpose and objectives stated. Development standards are enumerated and schematics are made available to further illustrate the way in which each carries out the plan's objectives.

Each plan component first describes, in very general terms, just what the project goals are. The goals spell out the intent of the development as proposed. This broad goal statement is further refined by policies stated in a way that make it possible to measure to what extent the goal is obtained. Finally, the plan proposes a specific implementation for each policy by way of a program or standard.

To illustrate:

Goal: Minimize urban encroachment and the impacts of such encroachment into the oak woodland area.

Policy: This goal is further refined by the policy, protecting existing trees before, during and after construction.

Implementation: This policy is implemented through a detailed set of tree preservation measures listed within the plan.

BK3221 PG249

1199 0000 0057 0303

CHAPTER V (a)

OPEN SPACE & RESOURCE CONSERVATION COMPONENT

The Northeast Roseville Specific Plan proposes to retain 824.7 acres, or approximately 51 percent of the Plan Area, in open space uses. A majority of this acreage is located north of Miner's Ravine and is designated as urban reserve or agriculture. It is probable that much of this area will develop at a future date. Provisions have been included, however, to guarantee that the urban reserve and agricultural land uses remain in open space until City policy dictates their development.

The Plan has been careful to insure the permanent preservation of the unique environments found on the site. The most significant of these resources is the environment found along both Miner's and Secret Ravines. The Plan proposes that these areas be set aside as permanent open space corridors. This will be accomplished through dedication of the 100-year floodplain and the adjacent ravine environment to the City. This dedication totals approximately 129 acres. The only exception to this is the area adjacent to the Research and Development parcel in which the ravine environment will be preserved in private rather than public ownership. It is envisioned that Miner's Ravine will be accessible to the public through the installation of hiking/bicycling trails and points of public access. The Specific Plan also includes policy to insure the retention of a representative vernal pool complex north of Miner's Ravine.

In addition to those areas to be preserved, the site planning process identified areas where the opportunity for development needs to be subject to established pre-conditions. This relates primarily to development adjacent to the ravines and oak woodland. The Plan includes measures to insure tree preservation before, during and after construction. Provisions have also been included to minimize the impacts of development on the ravines and ravine views.

On a more active level, the Plan provides for the dedication of a 30-acre park site in the eastern portion of the Plan Area south of Miner's Ravine. This site ties directly onto the ravine/open space area and will be part of the proposed hiking/bicycling trail system. It is intended that the park site provide both active and passive facilities including ball fields, soccer fields, a community garden and picnic areas.

The Plan Area contains five archaeological sites, two of which are within the area proposed for development. These two sites are comprised of bedrock with mortar cups, two and four each, and are subject to further investigation. If the sites are not found to contain significant materials beyond the mortar cups, photo documentation of the site will suffice. If significant resources are discovered, work must be halted and a qualified archaeologist brought in.

BK3221 PG250

OPEN SPACE & RESOURCE CONSERVATION COMPONENT

Goals:

1. Prohibit development within the environmentally sensitive floodplain and riparian oak woodland areas.
2. Ensure preservation of the Miner's Ravine and Secret Ravine Creeks and their adjoining environs as natural open space corridors.
3. Minimize urban encroachment and impacts of such encroachment into the oak woodland areas.
4. Preserve the opportunity for long term enjoyment and preservation of the rare and endangered species of plant found in vernal pools on site.
5. Minimize the impacts upon archaeological resources identified within the plan area.
6. Provide adequate and diverse park and recreation facilities for the residents of the plan area.
7. Ensure retention of the urban reserve and agricultural areas in open spaces until such time as City policy dictates development.

GOAL 1: Prohibit development within the environmentally sensitive floodplain and riparian woodland areas.

Plan Policy:

1. Prohibit development within the 100 year floodplain and accompanying riparian habitat as defined by the Nolte Study and the Project EIR.

Implementation:

- i. designate and submit an irrevocable offer of dedication for the area within the 100 year floodplain and riparian habitat as permanent open space.
- ii. offer drainage, recreational, incidental maintenance and pedestrian easements over such lands to the City.
- iii. specifically prohibit: one, construction of habitable structures; two, fill which would cause an increase in the up and downstream (off plan site) flood surface elevation; and, three, structures intended to dam the flow of water.

BK3221 PG251

OPEN SPACE & RESOURCE CONSERVATION COMPONENT (CONT'D.)

Plan Policy:

2. Mitigate the impact of public improvements required within the floodplain and riparian habitat.

Implementation:

- i. require input from biologists when designing any improvements/structures intended to occur or be developed within areas identified in the project EIR as riparian habitat areas.
- ii. require that the placement of bridges, sewer lines and trails within riparian areas and the floodplain be done so as to minimize environmental effects and floodwater flows by:
 1. minimizing the number of trees removed.
 2. Replacement of native trees 6" diameter or greater at 48 inches above grade removed during construction on a one for one basis. Replacement should be by use of a 24" box or lesser sized tree if determined appropriate by the City. The 6" standard shall prevail unless subsequently amended by City ordinance.
 3. prompt revegetation of cleared areas with native e species.
 4. placing foot and bike paths/trails so that snags and trees favored by raptors are avoided.
 5. conducting raptor nest surveys in Riparian areas during April through July to identify Cooper's hawk's nests. Do not remove such trees and nests between April and August.
 6. locating creek crossings and sewer interceptors so that they minimize intrusion into riparian vegetation areas.
 7. minimizing the number of paths/trails.
 8. designing bridge crossings to permit movement of wildlife beneath them.
 9. design all stream crossings for 100 year event as defined by Nolte.
 10. design stream crossings such that approaches are as close to a right angle as possible.

BK3221 PG252

OPEN SPACE & RESOURCE CONSERVATION COMPONENT (CONT'D.)

11. Bridges should be used wherever possible instead of culverts. When culverts are used they should be arch culverts with the same width as the natural stream channel.
12. Specific erosion and sediment control plans shall be approved for all construction activity.
13. Construction activities in channel shall be limited to the summer low flow period and not during spawning season.
14. prohibit access to the floodway and riparian habitat by uncontrolled dogs and cats.

GOAL 2: Ensure preservation of Miner's Ravine and Secret Ravine Creeks and their adjoining environs as natural open space corridors.

Plan Policy:

3. Establish an open space corridor between the 100 year floodplain contour and adjoining development as shown on the adopted land use map, Exhibit 14a.

Implementation:

- i. Based upon field reconnaissance a line has been established above the 100 year floodplain and either 100 feet from the centerline of each creek or at the top of bluff, whichever is greater.
- ii. The open space corridor shall be established as a permanent non-development corridor within public ownership. For an exception, see page 37. Such dedication shall be counted as park space in partial fulfillment of the park dedication requirement.
- iii. Setbacks from the open space corridor line, if any, for structures will be included within the subsequently developed setback standards.

BK3221 PG253

OPEN SPACE & RESOURCE CONSERVATION COMPONENT (CONT'D.)

GOAL 3: Minimize urban encroachment and the impacts of such encroachment into the oak woodland areas.

Plan Policy:

4. Protect existing native trees before, during and after construction.

Implementation:

- i. prohibit, by this measure, the cutting or removal of trees prior to specific development plan approvals. The sole exceptions shall be for: roadway construction, sewer and similar utility extensions, those suggested by an arborists report, public health and safety or as may be determined by the City. An arborists report submitted concurrently with development plans is required for all projects with trees on the subject property. At the time of development plan submittal to the City, all trees on the site will be mapped, those to be removed shall be cited and their removal approved by City action.
- ii. the arborists report and mapping (done above) will serve as the basis for preparation of a plan to preserve trees. The plan should contain any recommendations from the required arborists report as well as the following:
 - ° Submittal of a bond or other security in a form and amount approved by the City.
 - ° Chain link fencing or a similar protective barrier should be installed one foot outside the driplines of trees identified to be preserved on the property prior to project construction, or the movement of materials or machinery onto the site, to avoid damage to the trees and their root systems. During the period of road construction all trees within the road right-of-way or abutting the road right-of-way and threatened by construction or related activities and identified to be preserved shall be fenced in accordance with the above requirement.
 - ° Signs, ropes, cables, and other items shall not be attached to trees identified to be preserved.
 - ° No employee vehicles, construction equipment, mobile offices, supplies, materials, or facilities are allowed to be parked, stockpiled, or located within the driplines of trees identified to be preserved.

BK3221 PG254

LEGEND

3 PARCEL NUMBER

LAND USES

- R-5.5 RESIDENTIAL 5.5 units/acre
- R-9 RESIDENTIAL 9 units/acre
- R-10 RESIDENTIAL 10 units/acre
- R-12 RESIDENTIAL 12 units/acre
- AG AGRICULTURE
- BP BUSINESS PARK & PROFESSIONAL OFFICE
- COM COMMERCIAL
- FS FIRE STATION
- HC HIGHWAY COMMERCIAL
- ES ELECTRICAL SUBSTATION
- P PARK
- P&R PARK & RECREATION
- R&D RESEARCH & DEVELOPMENT
- UR URBAN RESERVE
- SCH SCHOOL SITE (K-3)
- FP 100 YR. FLOOD PLAIN

UNITS	ACRES
367	59.4
510	73.8
485	46.5
468	39.0
	119.4
	277.6
	176.8
	1.0
	44.1
	1.0
	20.0
	6.0
	139.2
	582.8
	8.0

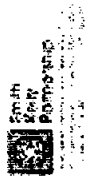
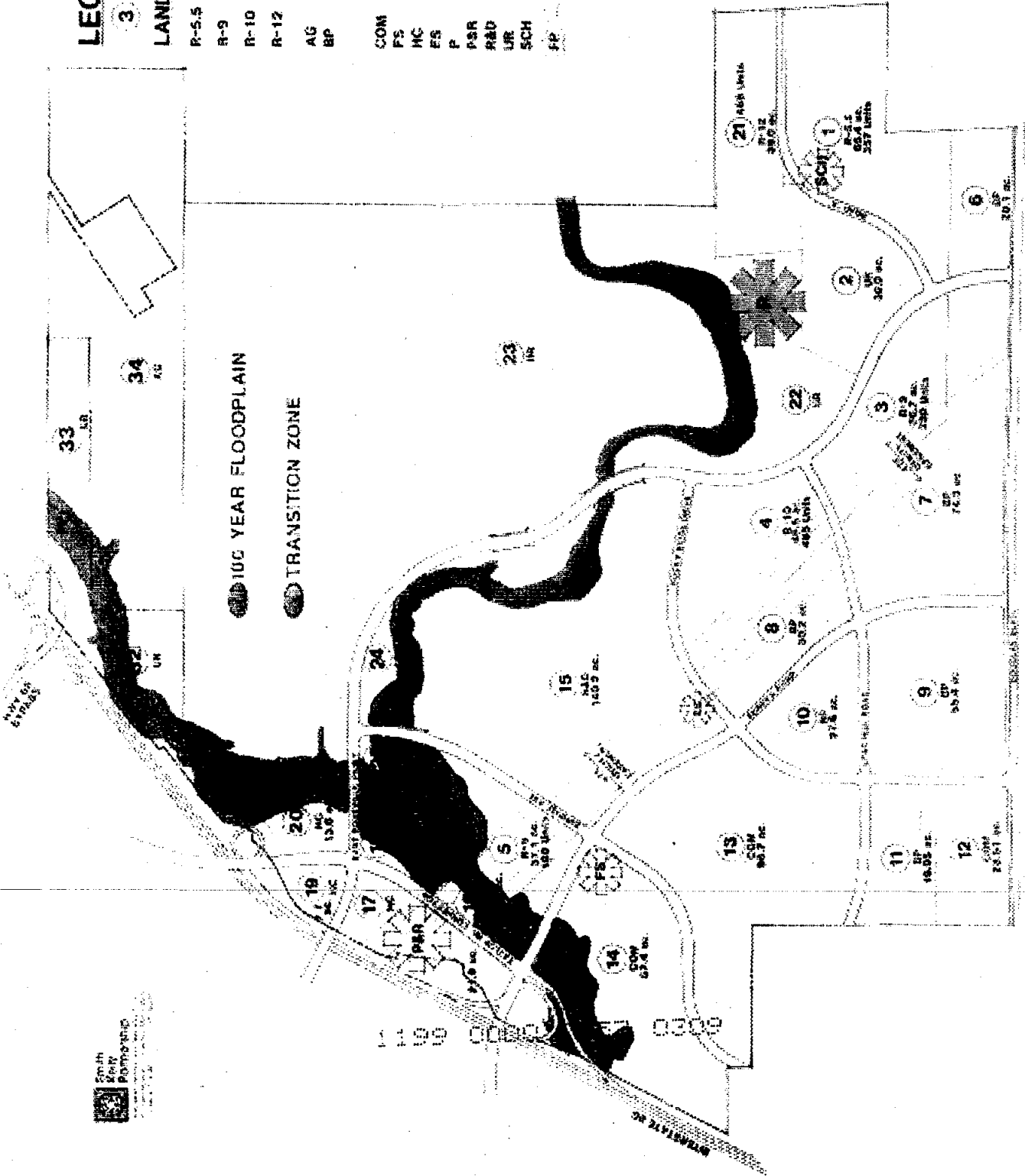
LAND USE PLAN



BK 3221 PG 255

NORTHEAST AREA SPECIFIC PLAN

ROSEVILLE, CALIFORNIA



OPEN SPACE & RESOURCE CONSERVATION COMPONENT (CONT'D.)

- Paving within the driplines of trees identified to be preserved should be stringently minimized. When it is absolutely necessary, porous materials should be used along with aeration systems where appropriate.
 - No artificial irrigation within the driplines of oak trees should be permitted.
 - Landscaping beneath oak trees may include nonplant materials such as boulders, cobbles, wood chips, etc. The only plant species which should be planted within the driplines of oak trees are those which are tolerant of the natural semi-arid environs of the trees. Limited drip irrigation approximately twice per summer is recommended for the understory plants.
 - All tree limbs damaged during construction, or removed for other reasons, should be sawed flush to the tree trunk and painted with "tree paint."
 - In the event that tree removal is necessary, based on approved plans, the applicant shall plant an equal or larger number of replacement trees of the same species within the landscaped portions of the project and provide for their maintenance. (See Goal One, Policy 2ii-2). Other replacement plants should be replanted if necessary.
- iii. Soil disruption within the dripline of trees shall be avoided. No such activity shall take place without City approval. When it is determined that disruption is necessary by the City, the following guidelines shall apply:
- a) Soil surface removal greater than one foot should not occur within the driplines of trees identified to be preserved, and no cuts whatsoever should occur within five feet of their trunks.
 - b) Earthen fill greater than one foot deep should not be placed within the driplines of trees identified to be preserved, and no fill whatsoever should be placed within five feet of their trunks.

BK3221 PG256

OPEN SPACE & RESOURCE CONSERVATION COMPONENT (CONT'D.)

- c) If extensive cuts or fills are made near trees identified to be preserved beyond their dripline, adequate drainage and/or supplemental irrigation should be provided to mitigate the adverse effects caused by elevation changes.
 - d) No trenching whatsoever should be allowed within the driplines of trees identified to be preserved. If it is absolutely necessary to install underground utilities within the dripline of such trees, the trench should be either bored or drilled but not within five feet of tree trunks.
 - e) Where soil compaction occurs within the dripline of a tree identified to be preserved, measures should be taken to restore soil condition and integrity.
- iv. Once construction is completed and bond or other security released, no tree identified for preservation in approved plans may be removed without approval by the Planning Department.
- ° Comply with City of Roseville tree preservation guidelines.

Plan Policy:

5. Project design shall minimize direct impacts to the ravine and upon views from the ravine by:

Implementation:

- i. assuring that reflective glass will not concentrate sunlight in the ravine;
- ii. utilizing building design and color schemes which are compatible with the natural area;

BK3221 PG257

OPEN SPACE & RESOURCE CONSERVATION COMPONENT (CONT'D.)

- iii. by locating parking lots outside the dripline of trees on Miner's and Secret Ravines, and by locating them westerly and/or south of buildings along the ravines edge;
- iv. orienting noise generators away from the ravine;
- v. utilizing landscape techniques that provide a transition between the natural and the ornamental.

GOAL 4: Preserve the opportunity for long term enjoyment and preservation of the rare and endangered species of plant found in vernal pools on site.

Plan Policy:

- 6. Provide for protection of a representative complex of vernal pools north of Miner's Ravine Creek.

Implementation:

- i. All vernal pools within the open space land use categories shall be left in undisturbed status.
- ii. Within the urban reserve area north of Miner's Ravine, a vernal pool study area will be established. During the spring/summer of 1987, the pools within the study area will be identified, evaluated and a plan for the permanent preservation of a representative vernal pool complex prepared by the landowner to be completed no later than July 1, 1987. An offer of dedication of this complex shall be extended to the City no later than September, 1987. The exact location and acreage to be dedicated shall be approved by the Planning Commission and City Council and shall consist of a minimum of three (3) acres and a maximum of seven (7) acres. When the urban reserve area north of Miner's Ravine develops in urban land uses, park dedication credit will be granted towards the park acreage required of this future development.

BK3221 PG258

OPEN SPACE & RESOURCE CONSERVATION COMPONENT (CONT'D.)

GOAL 5: Minimize the impacts upon archaeological resources identified within the plan area.

Plan Policy:

7. Protect and preserve cultural resources.

Implementation:

- i. where cultural resources exist provide detailed photo documentation and measure of the bedrock features, supplemented by no less than two 1 meter by 1 meter test excavations in the vicinity of each rock outcropping.
- ii. where test excavations or any excavation work results in discovery of cultural resources, work shall halt immediately for a distance of 100 feet from the discovery site and a qualified archaeologist shall be consulted for on-site evaluation.
- iii. Any artifacts discovered which can be relocated shall be dedicated to the City for inclusion in the Maidu Park Native American Center.

GOAL 6: Provide adequate and diverse park and recreation facilities for the residents of the Plan Area.

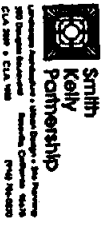
Plan Policy:

8. Dedicate a park site simultaneous with plan approval.

Implementation:

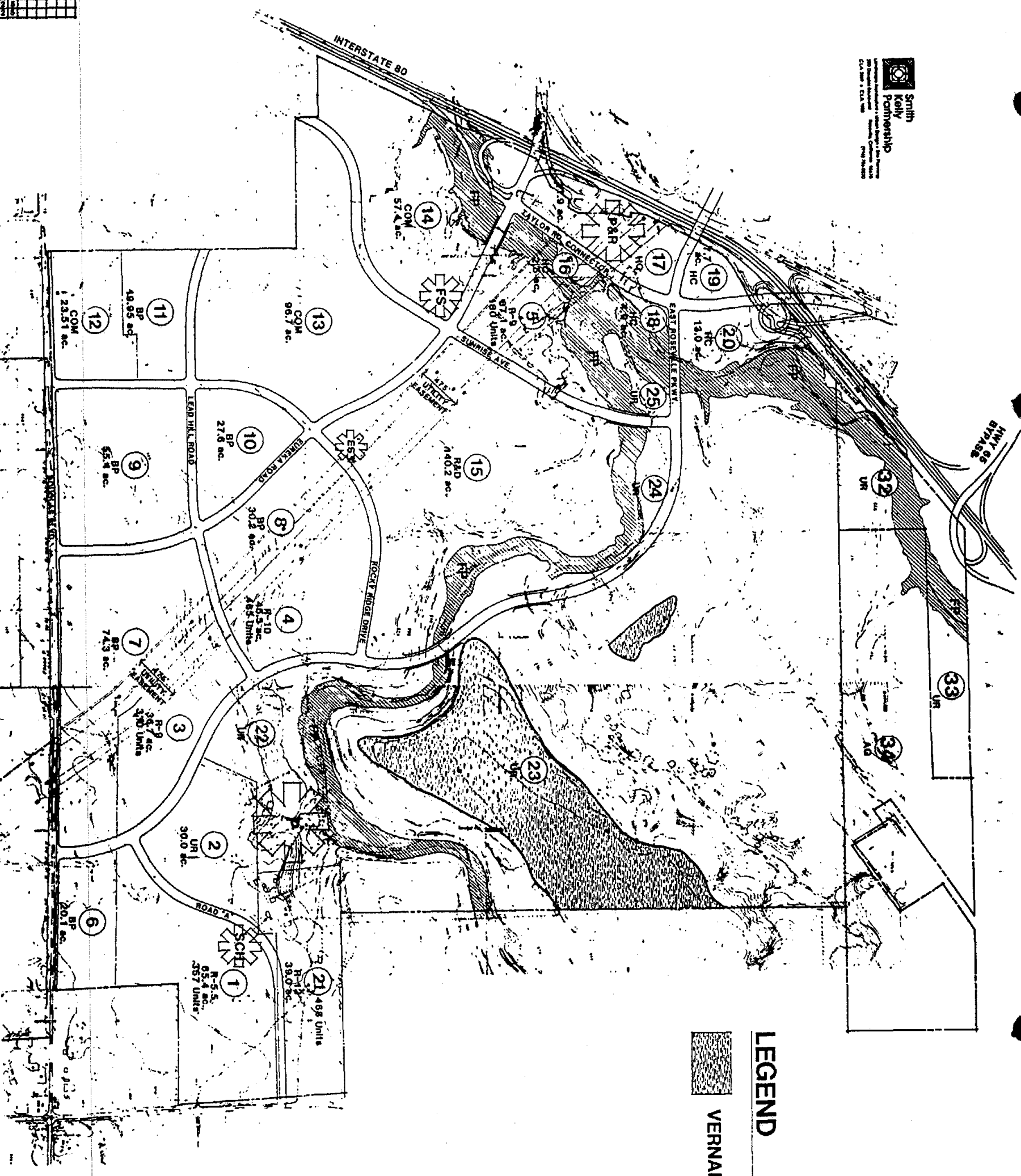
- i. The 30 acre park site indicated on the Land Use Map shall be dedicated to the City.

BK3221 PG259




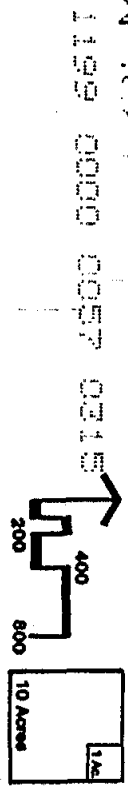
OVERLAY	1	2	3	4	5	6	7	8
AUDIT	1	2	3	4	5	6	7	8

1199 0000 PROJECT 0215
NORTHEAST AREA SPECIFIC PLAN
 ROSEVILLE, CALIFORNIA



LEGEND

 VERNAL POOL STUDY AREA



VERNAL POOL STUDY AREAS

OPEN SPACE & RESOURCE CONSERVATION COMPONENT (CONT'D.)

Plan Policy:

9. Access to and through the open space/floodplain area shall be provided and an irrevocable offer of dedication of such land made to the City of Roseville.

Implementation:

- i. Prior to development of the community park, a plan for pedestrian access through and to the Miner's Ravine Creek shall be approved by the City Council.
- ii. Public access to the creek from the commercial and residential parcels shall be provided as part of project review.

Plan Policy:

10. Provide for community garden needs by inclusion of a gardens area within the proposed community park.

Implementation:

- i. at the time of development of the community/neighborhood park the city should provide a plot for use as a community gardens area.

GOAL 7: Ensure retention of the urban reserve and agricultural areas in open spaces until such time as City policy dictates its development.

Plan Policy:

11. The urban reserve and agricultural areas shall serve as an open space area until City policy and utility capacity provides for its urbanization.

Implementation:

- i. prior to urbanization the reserve, and agricultural areas shall be subject to the General Plan Amendment process, CEQA and all applicable City, State and Federal laws before its development can be considered.
- ii. No habitable structures other than those necessary to accommodate and/or promote the agricultural and open space use of the urban reserve and agricultural properties shall be permitted.

CHAPTER V (b)

RESIDENTIAL COMPONENT

The plan proposes to develop 1800 residential dwelling units. The units are expected to be built at densities ranging from 5.5 units per acre to 12 units per acre. The plan contemplates the following density allocations:

- | | | |
|----|------|-----------|
| 1. | R-5 | 357 units |
| 2. | R-9 | 510 units |
| 3. | R-10 | 465 units |
| 4. | R-12 | 468 units |

Development will include construction of a full range of housing types, including detached single-family, townhouse, apartment and cluster housing.

A majority of the plan area is comprised of the very hard Mehrten volcanic mud flow, which has dictated the residential locations and densities indicated on the plan map. Utility trenching and building foundation costs associated with development on this material will be very high. Construction of buildings in multi-family units will permit sharing of utility trenches between units and will minimize the amount of grading required to create building pads. Such construction techniques lower the cost per dwelling unit and are possible only when such cluster development takes place. The result is a greater utility of open spaces for active recreational pursuits, as well as for view sheds from local streets. The lowest density residential area, 5.5 dwelling units per acre, is designated on the conglomerate geologic formation at the east end of the site. This formation can be developed in a conventional single family detached pattern as it is easier to excavate than the Mehrten volcanic.

The residential developments have been located within the interior of the site along East Roseville Parkway and adjacent to Sierra College Boulevard. Most of the residential areas have been separated from non-residential areas by major roadways or the power easement and are in close proximity to the open space and park system. The residential areas have ready access to shopping via the offstreet trail system and the major streets and are adjacent to a major employment center. The bulk of the housing will include opportunity for a lifestyle for those not willing or able to afford a standard lot and block-size single-family detached home.

The project will provide affordable housing opportunity consistent with the current general plan housing element requirement until such time as a city-wide affordable housing program is developed.

RESIDENTIAL COMPONENT (CONT'D.)

Goals:

1. Ensure well defined residential districts incorporating superior development and landscape design.
2. Within the housing allocation to the Northeast Plan Area, provide a range of housing to meet the needs of a range of household types and incomes.
3. Provide the potential for residential development at the earliest stage of development in order to provide housing opportunity as the development of employment based uses occur City-wide.
4. Develop housing in a manner reflective of site geology.
5. Ensure compatibility between residential and non-residential uses.

GOAL 1: Ensure well defined residential districts incorporating superior development and landscape design.

Plan Policy:

1. Establish standards to ensure high quality designs.

Implementation:

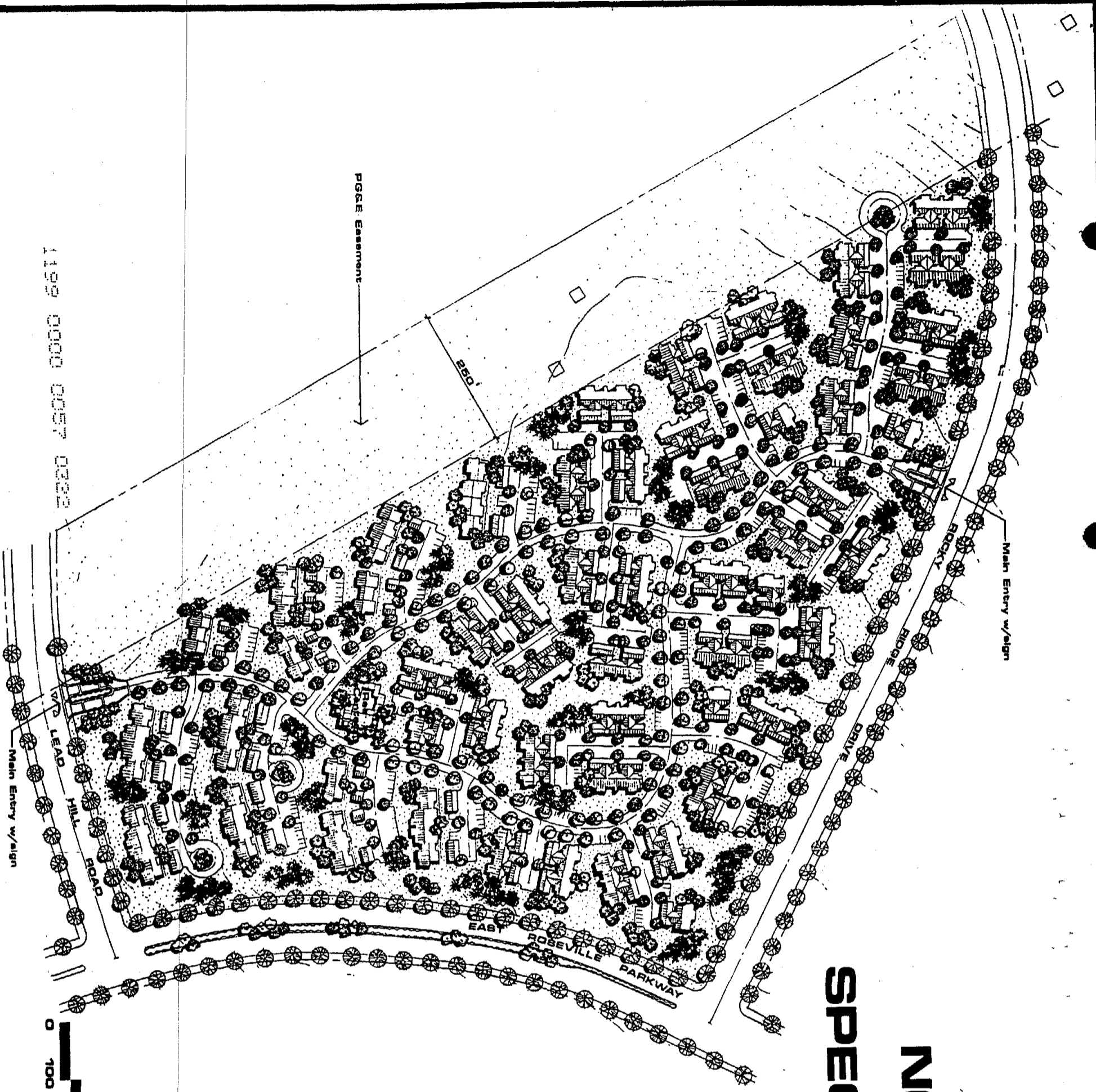
- i. Limit residential areas to single family detached; townhouse, duplex, apartment and residential condominium uses.
- ii. Because the siting needs and lot sizes differ among the various housing types envisioned within the Specific Plan Area, detailed standards have not been included for residential projects. All residential development shall comply with the standards contained in the Design Element of this Plan and any subsequently adopted standards.

BK3221 PG267

NORTHEAST ROSEVILLE SPECIFIC PLAN

ROSEVILLE CALIFORNIA

SCHEMATIC RESIDENTIAL ILLUSTRATIVE



SITE INFORMATION

Total site area 46.5 ac
 Total number of units 465 du



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 INC.**
 CIVIL ENGINEERS
 1540 Alhambra Blvd
 Alhambra, California

**ANTHONY M. GUZZARDO
 AND ASSOCIATES INC.**
 10000 RAINIER ST
 SAN FRANCISCO, CALIFORNIA



1199 0000 0057 0282

RESIDENTIAL COMPONENT (CONT'D.)

GOAL 2: Within the housing allocation to the Northeast Plan Area provide a variety of housing to meet the needs of a range of household types and incomes.

Plan Policy:

2. Provide housing opportunity for low or very low income range persons.

Implementation:

- i. It is recognized at the time of adoption of the Specific Plan and Development Agreement that the City staff has commenced development of a City-wide Affordable Housing Implementation Program for consideration by the City Council. At the time such program is adopted by the City Council, landowner agrees to be bound by the provisions of such program. Until such program is adopted, residential projects may proceed only if determined by the City Council to be consistent with the Housing Element of the General Plan.

GOAL 3: Provide the potential for residential development at the earliest stage of development in order to provide housing opportunity as the development of employment based uses occur City-wide.

Plan Policy:

3. Provide housing units in a time frame and geographic location consistent with the phased development of the City-wide employment.

Implementation:

- i. The City of Roseville will monitor jobs and housing development City-wide. The purpose is to assure that, given fluctuations in the rate of development in both the housing and employment sectors, the balance of jobs and housing City-wide will not tilt too greatly to either side of the scale. However, implementation of this policy should not preclude achievement of the housing element goal of maintaining a sufficient supply of housing to assure continued affordability.
- ii. to the extent that basic sewer and water infrastructure is available permit residential development to commence with the initial phases of development.

RESIDENTIAL COMPONENT (CONT'D.)

GOAL 4: Develop housing in a manner reflective of site geology.

Plan Policy:

4. Develop the residential areas with a building type and at a density consistent with the cost of development in the Mehrten formation.

Implementation:

- i. in higher density ranges (9 dwelling units per acre or greater) actual construction shall be accomplished in multi-family building clusters (3 attached units or greater) to reduce costs and minimize impacts upon the pre-existing environment.
- ii. transfers of units from parcel to parcel within the plan area is encouraged when it results in an increased potential to provide lower unit costs. Such transfers are subject to City approval.

GOAL 5: Ensure compatibility between residential and non-residential uses.

Plan Policy:

5. Buffer residential areas from adjacent non-residential uses as well as from major thoroughfares.

Implementation:

- i. The 475 foot wide power line easement will serve as the buffer between these two uses.
- ii. Where residential and non-residential uses abut the minimum building setback for the non-residential uses from the common property line shall be 35 feet for single story construction, 50 feet for two story buildings and an additional one foot setback for each foot of building height above two stories. A masonry wall and a minimum 15 feet of landscaping shall demarcate the buffer area.
- iii. Residential areas adjacent to major roadways shall be oriented, designed, and constructed to minimize interior noise levels. The mix of techniques utilized shall result in interior noise levels consistent with the City's General Plan Noise Element.

CHAPTER V (c)

COMMERCIAL COMPONENT

The location of commercial areas within the plan is a function of visibility from adjoining thoroughfares, relative evenness of the terrain, and access from Interstate 80. The commercial areas within the plan are intended to serve three different needs: highway commercial, community commercial and regional commercial. The highway commercial area totals approximately 50 acres and is adjacent to Interstate 80 north of the Atlantic Street Interchange. Because of its high freeway visibility and easy access this area is intended to serve highway related needs such as service stations, restaurants and motels. Two community commercial sites have been located in the plan area totalling approximately 81 acres and are intended to serve the residents and employees in Roseville. The site along Douglas Boulevard will develop first and will include a department store as an anchor with retail support. The second site adjacent to Interstate 80 is expected to be developed with hotels, a convention center and retail and support uses related to these uses and the regional commercial facility across Sunrise Avenue.

The regional shopping mall will be comprised of major department stores and associated retail support and is expected to exceed one million square feet in floor area. The type of mall to be built will be reflective of mall designs several generations removed from the existing malls in the region. The mall will contain distinct architectural themes and be a place to go, rather than just a place to shop. The mall and all commercial areas are required to go through a review process intended to both assure construction in a timely manner, and to assure buildings, landscape schemes and presentations are done so as to create an attractive and desirable environment for the users and the community.

All commercial areas will have pedestrian and bicycle access from the project and East Roseville residential areas. Access will be without continuous vehicular traffic conflicts. Development shall conform to the guidelines herein and those in Chapter VII of this document, the accompanying landscape design document and any subsequently adopted standards.

Goals:

1. Ensure well defined commercial districts incorporating superior development and landscape standards.
2. Assure coordinated development of the regional mall site to assure the ultimate viability of the project.

COMMERCIAL COMPONENT (CONT'D.)

GOAL 1: Ensure well defined commercial districts incorporating superior development and landscape standards.

Plan Policy:

1. Limit the utilization of commercially designated areas to retail and trade uses.

Implementation:

- i. The following listed uses will serve to generally describe the uses permitted within the commercial areas:

Highway Commercial: (a) service stations; (b) restaurants; (c) hotels/motels; (d) park & ride facilities; (e) retail outlets; (f) auto dealerships; and (g) similar & like uses.

Regional and Community Commercial: (a) department stores; (b) retail outlets; (c) restaurants; (d) financial institutions; (e) service entities (real estate offices, remote tellers, copy services, etc.); (f) service stations; (g) hotels/motels; (h) theaters; (i) parking facilities; (j) auto dealerships; (k) similar and like uses.

Plan Policy:

2. Establish standards to ensure high quality design.

Implementation:

- i. All projects within the plan area are required to go through the city review process. In addition to those standards listed below, commercial area projects shall conform with the development, landscaping and signage guidelines contained in CHAPTER VII of this document, as well as the accompanying landscape guidelines document and any subsequently adopted standards.

BK3221 PG273

COMMERCIAL COMPONENT (CONT'D.)

ii. Standards

Setbacks:

- a. Highway Commercial - 20, 35, or 50 feet as indicated by the landscape corridor for the indicated frontage, 15 feet from freeway right-of-way.
- b. Regional and Community Commercial - 35 or 50 feet as indicated by the landscape corridor for the indicated frontage streets. 15 feet from freeway right-of-way.
- c. Building, parking and paved areas are not permitted to encroach upon the setback area unless to preserve a natural feature approved by the City.

Lot Coverage - shall be calculated as the building footprint exclusive of overhangs and balconies and shall not exceed 40% of the gross lot area for a single story structure and 35% of the gross lot area for a multiple story structure.

Landscape Coverage - shall be calculated inclusive of landscape buffers required along all roadways and shall be 15% of lot area.

Building Height - shall not exceed three stories (hotels exempted per City approval).

Parking Lot Design Standards - City standards and space requirements shall apply.

Roof Treatment - Buildings of three stories or less shall have sloped roofs or parapets for elevations visible from streets, freeways or adjacent properties. Roof planes shall be broken up with pediments or other architectural elements. Roof mounted mechanical equipment shall be screened so as not to be visible from streets, freeways or at finished grade of adjacent properties.

Storage - No outside unenclosed storage permitted.

Access - Each project should have at least one primary and one secondary access point. Shared access between projects is encouraged to minimize curb cuts.

BK3221 PG274

COMMERCIAL COMPONENT (CONT'D.)

GOAL 2: Assure coordinated development of the regional mall site to assure the ultimate viability of the project.

Plan Policy:

3. Develop a regional mall in phases based upon a predetermined site plan.

Implementation:

- i. require submission of a site plan, building elevations and perspective drawing for all development phases for review and approval prior to development of the mall.

Plan Policy:

4. Develop a regional mall consistent with City policy to allow only one major mall to develop within the City limits.

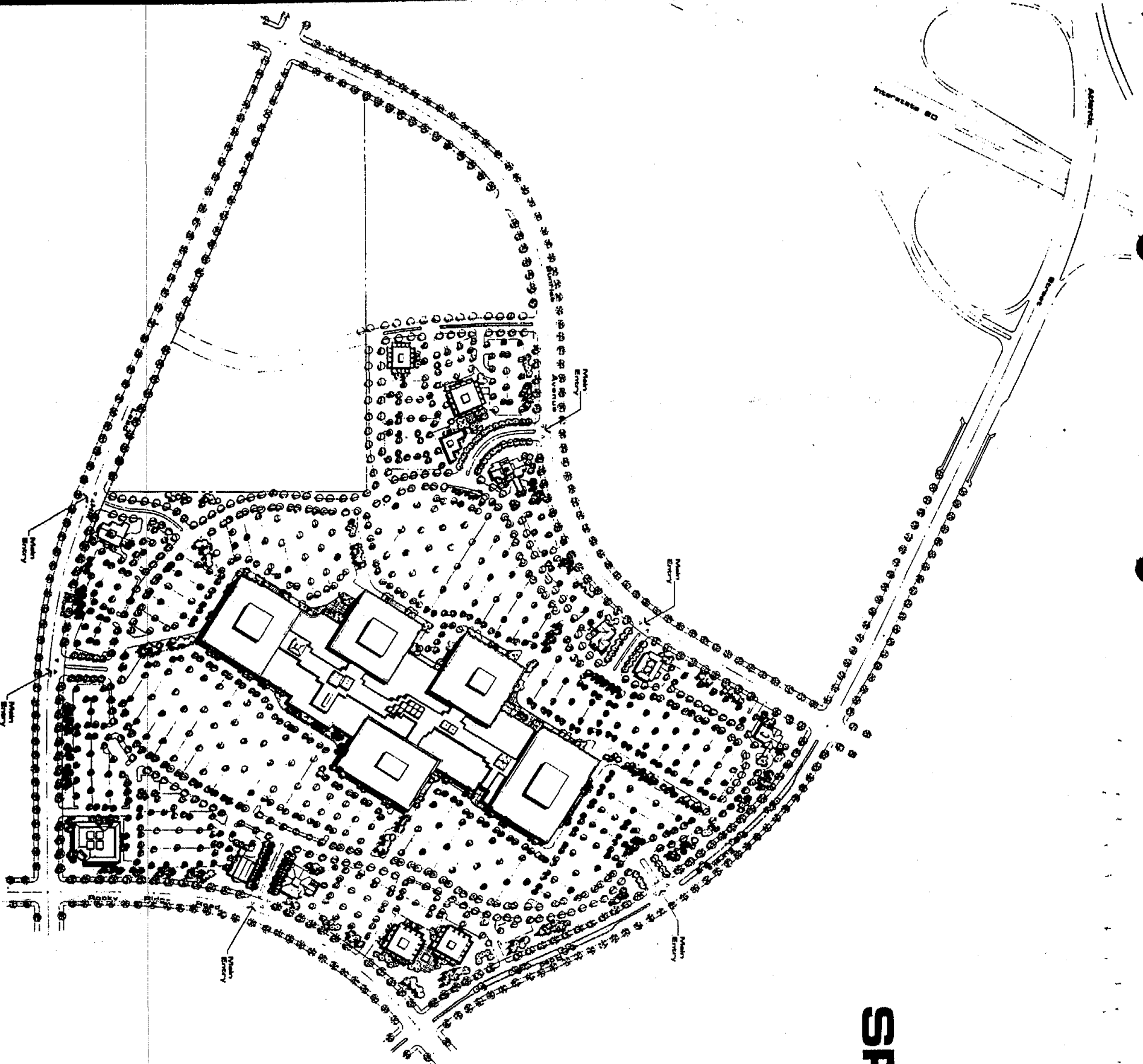
Implementation:

- i. construction of the regional mall may not commence until the following streets are fully developed or assurances satisfactory to the City that such links will be completed when the mall opens to allow contemporaneous construction of the mall and streets:
 - a. Sunrise Avenue from its existing terminus to Eureka Road (4 lanes).
 - b. Eureka Road from Douglas Boulevard to Interstate 80 (4 lanes) including the Atlantic Street Interchange.
 - c. Rocky Ridge Road from Douglas Blvd. to its intersection with Eureka Road (two additional lanes).
 - d. Lead Hill Road from western property boundary to its intersection with Eureka Road (4 lanes).

In addition, the following must be met:

- . A site plan and building permit has been reviewed and issued for a minimum of 400,000 square feet of gross floor area in total space. The space shall be so configured as to be expandable to no less than 1,000,000 square feet in total space.

BK3221 PG275



NORTHEAST ROSEVILLE SPECIFIC PLAN

ROSEVILLE CALIFORNIA

SCHEMATIC COMMERCIAL CENTER ILLUSTRATIVE



MORTON AND PITALO,
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AND ASSOCIATES INC.
LAND PLANNERS
228 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA

COMMERCIAL COMPONENT (CONT'D.)

- .. The City Manager and City Attorney have verified the existence of a valid restrictive easements agreement signed by at least two recognized major tenants (e.g., more than 40,000 square feet per tenant).

- ii. Should Conditions e & f occur at another location in the City, revert the mall designated area to an intensity of use not to exceed the peak hour trip ends and volume / capacity ratios at adjacent intersections established for the site in the project EIR. Re-planning of the site shall precede development and shall be subject to City approval.

BK3221 PG278

CHAPTER V (d)

BUSINESS PARK & PROFESSIONAL OFFICE
COMPONENT

Description

The location of the Business Park use is a function of city policy (offices fronting on Douglas), topography, geology, vegetative habitat (grassland) and market opportunity. The plan includes a 227 acre area for development of office and business park uses. The purpose of this category is to provide for well designed and controlled groupings of offices and service uses within an area containing high visual and operational amenities. Toward these ends rigid development standards are established with respect to setback landscaping, building aesthetics and other design considerations. The plan contemplates two major types of development. The first element is the single user or major tenant type office. The second type, or business park, will feature multi-tenant uses, generally in one and two story building configurations. Traditionally, such a use will not only mix users in a single building, but will also mix uses on a single site.

Goals:

1. Ensure well defined business park and office districts incorporating superior development and landscape design.
2. Develop business and office parks within the plan area that complement the development occurring along the south side of Douglas Blvd.
3. Evaluate individual projects within this land use category for consistency with the Development Agreement, this Northeast Roseville Specific Plan, and the Project EIR.

GOAL 1: Ensure well defined business park and office districts incorporating superior development and landscape design.

Plan Policy:

1. Limit the utilization of the business park and professional offices areas to compatible uses.

BUSINESS PARK & PROFESSIONAL OFFICE
COMPONENT (CONT'D.)

Implementation:

- i. The following listed uses will serve to generally describe the uses permitted in this area: a) offices of administrative, professional and business uses; b) research and development uses; c) computer or related equipment design and assembly and software design and computer timeshare bureaus; d) cafeterias or restaurants incidental to permitted uses; e) professional uses; f) financial institutions, and; g) similar and like uses.
2. Establish standards to ensure high quality design.

Implementation:

- i. All projects within the plan area are required to go through the city review process. In addition to those standards listed below business and professional projects shall be consistent with the development, landscaping and signage guidelines contained in CHAPTER VII of this document as well as the accompanying landscape guideline document and any subsequently adopted standards related to this plan.

BK3221 PG280

BUSINESS PARK & PROFESSIONAL OFFICE
COMPONENT (CONT'D.)

ii. Standards

Setbacks:

- a. a minimum 50 feet from back of curb and interior property lines between projects.
- b. Building, parking and paved areas are not permitted to encroach upon the setback area unless to preserve a natural feature approved by the City.

Lot Coverage - shall be calculated as the building footprint exclusive of overhangs and balconies and shall not exceed 40% of the gross lot area for a single story structure and 35% of the gross lot area for a multiple story structure.

Landscape Coverage - shall be calculated inclusive of landscape buffers required along all roadways and shall be 20% of lot area.

Building Height - shall not exceed three stories.

Parking Lot Spaces - one space per 250 net leasable square feet of floor area. Medical offices shall provide one space per 150 gross square feet of building area.

Roof Treatment - Buildings of three stories or less shall have sloped roofs or parapets for elevations visible from streets, freeways or adjacent properties. Roof planes shall be broken up with pediments or other architectural elements. Roof mounted mechanical equipment shall be screened so as not to be visible from streets, freeways or at finished grade of adjacent properties.

Storage - No outside unenclosed storage permitted.

Access - Each project should have at least one primary and one secondary access point. Shared access between projects is encouraged to minimize curb cuts.

BUSINESS PARK & PROFESSIONAL OFFICE
COMPONENT (CONT'D.)

GOAL 2: Develop business and office parks within the plan area that complement the development occurring along the south side of Douglas Blvd.

Plan Policy:

3. Development of uses on the north side of Douglas Boulevard shall mirror to the extent possible the landscape and pedestrian improvements planned for the south side of Douglas.

Implementation:

- i. uses fronting on Douglas Boulevard east of Rocky Ridge Road shall be office uses.
- ii. the landscape design plan and pedestrian walkways therein shall be in substantial compliance with the plans for the south side of Douglas (see CHAPTER VII of this document and the accompanying landscape guideline document).

GOAL 3: Evaluate individual projects within this land use category for consistency with the Development Agreement, this Northeast Roseville Specific Plan, and the Project EIR.

Plan Policy:

4. Monitor the intensity of utilization of the Business Park and Professional offices areas.

Implementation:

- i. Evaluate each project within the business and professional land use for consistency with the Development Agreement, this Northeast Roseville Specific Plan and the Project EIR.

BK3221 PG282

CHAPTER V (e)

RESEARCH & DEVELOPMENT PARK COMPONENT

For many years the Sacramento Region has attempted to portray itself as a mecca for relocation out of the Silicon Valley. A great amount of discussion has been held to the merits of the region as a center for research and development. The Research & Development Park proposed herein is the first serious effort in the region to develop a genuine research and administrative facility.

The plan recognizes the necessity for specific preconditions to an R&D Park; they are: a campus-like environment; a close integration of research teams; a location in a quality community; and, a proximity to quality universities. The purpose of this land use category is to provide for a well designed and controlled grouping of administrative offices and research and development facilities within a location containing high visual and operational communities. This area will be dedicated to general administrative offices and research laboratories.

The research park's orientation to the Miner's Ravine, the vistas beyond to the north and east, site elevation changes, and clusters of oak trees, all in combination, provide a highly desirable physical environment. The conceptual multiple-story building design with interconnectivity will provide research teams the opportunity to work closely together in a manner proven successful among Fortune 500 corporate research facilities. The conceptual site plan utilizes and respects the topographic relief of the site, as well as the major clusters of oaks. The ravine area will be preserved and provides an exercise, viewing and mingling area for employees.

Goal:

1. Ensure development of a well defined research and development and administration park incorporating superior development and landscape design.
2. Plan for the disposition of any hazardous materials which may ultimately be used on site.
3. Develop and utilize the Research and Development facility in a manner which is sensitive to the adjacent oak woodland and ravine environment.
4. Allow the Research and Development Park to develop to its intended level and in a manner consistent with the other requirements of this plan.

RESEARCH & DEVELOPMENT PARK COMPONENT (CONT'D.)

GOAL 1: Ensure development of a well defined research and development and administration park incorporating superior development and landscape design.

Plan Policy:

1. Limit the utilization of the research and development park to compatible uses.

Implementation:

- i. the following listed uses will generally describe the uses permitted in this area:
 - 1) Uses primarily engaged in research activities including research and development laboratories;
 - 2) Administrative, professional, and business uses related to corporate operations;
 - 3) Cafeterias or auditoriums incidental to uses on the premises;
 - 4) Parking structures;
 - 5) Service uses provided for the benefit of on-site employees.

Plan Policy:

2. Establish standards to ensure high quality design.

Implementation:

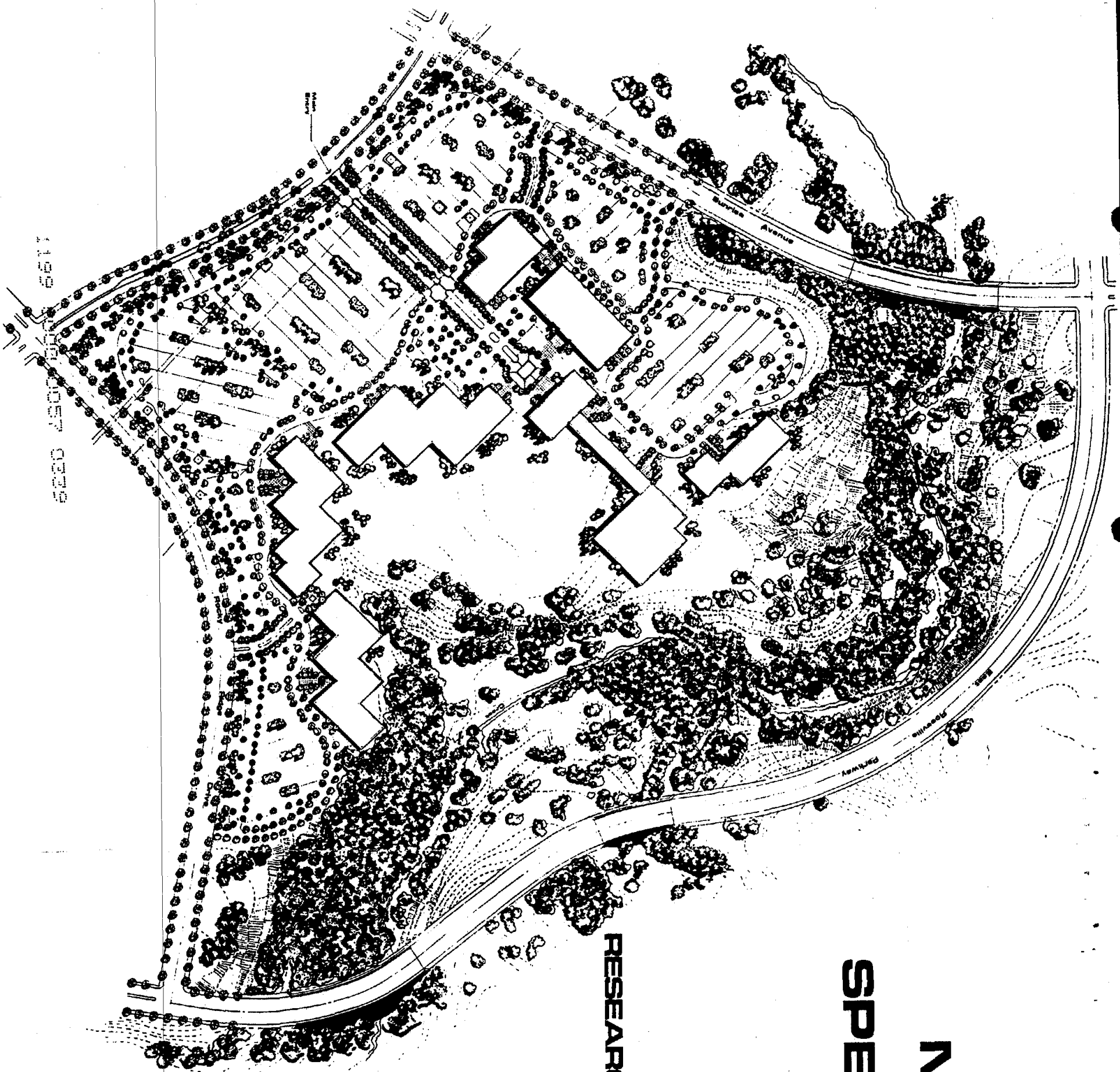
- i. all projects within the plan are required to go through the City review process. In addition to those standards listed below research and development projects shall conform with development, landscaping and signage guidelines contained in CHAPTER VII of this document as well as the accompanying landscape guideline document and any subsequently adopted standards.

BK3221 PG284

NORTHEAST ROSEVILLE SPECIFIC PLAN

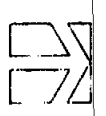
ROSEVILLE CALIFORNIA

SCHEMATIC RESEARCH & DEVELOPMENT ILLUSTRATIVE



1199
000057 0229

Scale in Feet
0 100 200 300 400 500 600 700 800 900 1000



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**ANTHONY M. GUZZARDO
AND ASSOCIATES INC.**
LAND PLANNERS
1000 W. 14TH STREET, SUITE 200
ROSEVILLE, CALIFORNIA 95741

RESEARCH & DEVELOPMENT PARK COMPONENT (CONT'D.)

ii. Standards

Setbacks:

- a. 50 feet from back of curb for one and two story buildings and 100 feet for buildings three or more stories in height.
- b. Building, parking and paved areas are not permitted to encroach upon the setback area unless to preserve a natural feature approved by the City.

Lot Coverage - shall be calculated as the building footprint exclusive of overhangs and balconies and shall not exceed 40% of the gross lot area for a single story structure and 35% of the gross lot area for a multiple story structure.

Landscape Coverage - shall be calculated inclusive of landscape buffers required along all roadways and shall be 20% of lot area.

Building Height - shall not exceed five stories plus equipment penthouses.

Parking Lot Spaces - a minimum 4.0 spaces per thousand net leaseable feet of floor space.

Roof Treatment - Buildings of three stories or less shall have sloped roofs or parapets for elevations visible from streets, freeways or adjacent properties. Roof planes shall be broken up with pediments or other architectural elements. Roof mounted mechanical equipment shall be screened so as not to be visible from streets, freeways or at finished grade of adjacent properties.

Storage - No outside unenclosed storage permitted.

Access - Each project should have at least one primary and one secondary access point. Shared access between projects is encouraged to minimize curb cuts.

GOAL 2: Plan for the disposition of any hazardous materials which may ultimately be used on site.

Plan Policy:

3. Conform to Federal, State and City Hazardous Materials management requirements.

RESEARCH & DEVELOPMENT PARK COMPONENT (CONT'D.)

Implementation:

- i. comply with all requirements of the City's Municipal Code.
- ii. prepare and implement a Hazardous Waste Management Plan. This plan should include the following:
 - a description of the types and quantities of waste that would be produced.
 - a description of the processes that would be used to reduce, recycle, or treat hazardous waste on-site.
 - clean-up procedures for responding to chemical spills or liquid fires.
 - provisions for a routine self-monitoring program, when wastewater or solid waste is suspected of having high contamination concentrations.
 - the need for buffers from adjoining land uses.
 - the need for backflow prevention activities/hardware to protect the domestic water supply serving the R&D Park.

GOAL 3: Develop and utilize the Research and Development facility in a manner which is sensitive to the adjacent oak woodland and ravine environment.

Plan Policy:

4. Preserve the oak woodland and ravine area.

Implementation:

- i. The research and development facility shall be designed in a manner which is sensitive to and minimizes disruption to the adjacent oak woodland and ravine area.

BK3221 PG288

RESEARCH & DEVELOPMENT PARK COMPONENT (CONT'D.)

- ii. The oak woodland and ravine area within the Research and Development site shall be preserved in private open space. Recreational activities associated with the project are permitted when consistent with the goal of preservation. At such time as the City contemplates installation of a bikeway on or near the floodplain, such an easement shall be established at a location mutually acceptable to City and landowner.
- iii. Within the research park area trees to be replaced shall only be those 6 inches in diameter or greater measured at a point 48 inches above grade.

GOAL 4: Allow the Research and Development Park to develop to its intended level and in a manner consistent with the other requirements of this plan.

Plan Policy:

- 5. Assure the intensity of utilization of the research and development park.

Implementation:

- i. development within the Research and Development Land Use is entitled to, but shall not exceed approximately 5,000 employees (full-time equivalent) and 2.8 million square feet of gross building area.

BK3221 PG289

CHAPTER V (f)

CIRCULATION COMPONENT

The circulation plan reflects the need to integrate the reconstructed with the new. From a rebuilt Atlantic Street interchange to the East Roseville Parkway, to the on and offstreet bikeways the system is designed to reflect the City's very high traffic movement standards, its long range plans, and the aesthetic corridor design objective. Likewise the street system is hierarchical. The largest capacity streets are the expressways and thoroughfares. East Roseville Parkway is an expressway and Douglas Blvd. and Eureka Road are thoroughfares. Next in capacity are the major collectors such as Lead Hill and Rocky Ridge. The plan does not illustrate local collectors. Right of way standards for the thoroughfares and major collector streets are illustrated in the landscape plan.

Local streets normally provide access exclusively to residential properties but in the NERSP may also provide access to commercial properties. Local streets are purposely not shown on the plan map in order to provide design flexibility. At the time a development plan or subdivision map is submitted for review these streets will be evaluated as follows:

- 1) Local streets should be designed in a manner which harmonizes with the recommended collector and major street system and in a manner that discourages through traffic.
- 2) Local streets should not intersect with major streets closer than 300 feet from the intersection of two major streets.

The system is designed in phases to meet the circulation needs of the present and future residents of Roseville, as well as present and future employees of Roseville.

Specifically, the system will connect Douglas Boulevard to I-80 via the extension of Eureka Road. It will provide a parallel reliever road to Douglas Boulevard by extending Lead Hill Road to East Roseville Parkway. Rocky Ridge Road and Sunrise Avenue will be extended to Eureka Road and to East Roseville Parkway. The East Roseville Parkway will serve as an expressway and as such will not provide for access except at signalized intersections. In addition, Sierra College Boulevard will be connected to East Roseville Parkway via an as yet unnamed street.

Each of these roads will be constructed with landscaped corridors of varying widths on each side. The major streets, including Douglas Boulevard, Sunrise Avenue, Eureka Road and the East Roseville Parkway south of Miner's Ravine, will incorporate landscape medians as extensions of the medians to be constructed in the Southeast Roseville Specific Plan.

BK3221 PG290

CIRCULATION COMPONENT (CONT'D.)

The construction program for the streets will include signalization of all intersections depicted on the circulation plan map as required by the City. Even though bus services are not yet an integral part of the City's circulation system, the plan anticipates the service by providing bus turnouts and shelters, per City standards.

The off-street circulation system focuses upon the use of the ravines for connection between uses. On-street bikeways, pursuant to City standards, preferred by bike commuters, will be incorporated along all thoroughfares.

The project, in addition to providing for conventional circulation through the site and bike and pedestrian access to the site, will be required to comply with the City of Roseville Rideshare Ordinance. That Ordinance requires the entire project, as well as individual portions of the project, to make considerable efforts to accommodate, promote and accomplish a significant reduction in the use of the single occupant automobile as the primary means of access to and from work.

GOALS:

1. Phase installation of improvements and maintain the level of service standards for the city-wide road system as calculated for screenlines.
2. Provide alternative means of circulation through the site.

GOAL 1: Phase installation of improvements and maintain the level of service standards for the city-wide road system as calculated for screenlines.

Plan Policy:

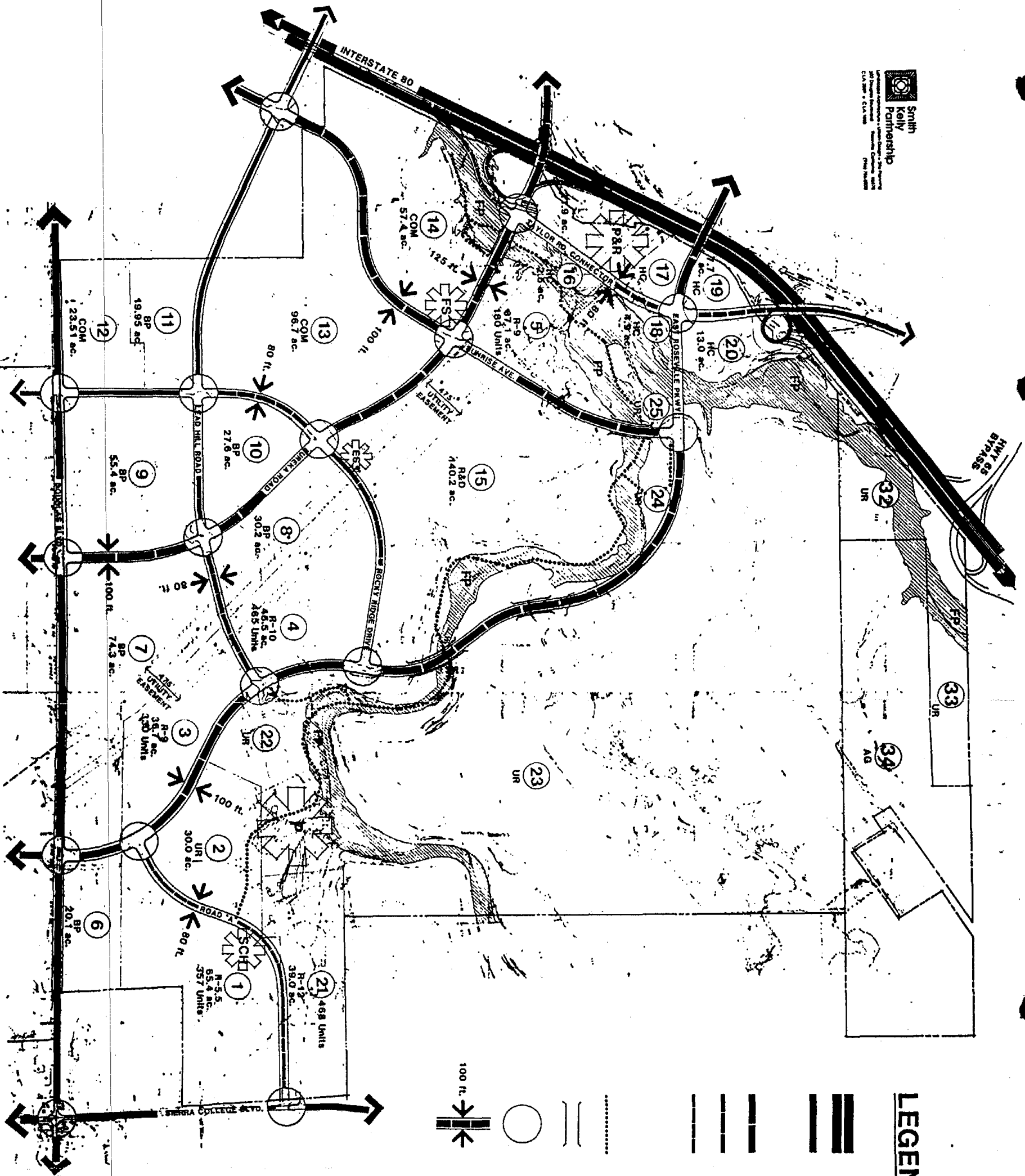
1. Phase improvement of the road system to assure a direct relationship between the level of development and the availability of road capacity, as defined in the phasing element, to assure attainment of the City's level of service standard as determined for each screenline.

Implementation:

- i. construction of the road system will be done in phases. Each phase is intended to reflect the service needs based upon actual levels of development on the site. The phasing plan is contained in the Land Use and infrastructure phasing component.

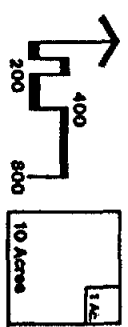


NORTHEAST AREA SPECIFIC PLAN
ROSEVILLE, CALIFORNIA



LEGEND

- EXISTING ROADWAYS:**
- INTERSTATE 80
 - MAJOR ARTERIAL
- PROPOSED ROADWAYS:**
- 100' ARTERIAL W/ MEDIAN
 - 66' COLLECTOR
 - 30' COLLECTOR
- PEDESTRIAN/BIKEWAY**
- BRIDGE**
- SIGNALIZED INTERSECTION**
- ROADWAY WIDTH (curb to curb)**



CIRCULATION PLAN

CIRCULATION COMPONENT (CONT'D.)

- ii. limit access to Douglas Blvd., the East Roseville Parkway, Eureka Road and Sunrise Avenue south of Eureka Road to points approved by the City Public Works Director.
- iii. provide capacity in the road system consistent with the assumptions contained in the project EIR.

GOAL 2: Provide alternative means of circulation through the site.

Plan Policy:

- 2. Provide for alternatives to the automobile as the means around and through the site.

Implementation:

- i. dedicate a pedestrian/bikeway through the ravine with access points as described in the Open Space Component.
- ii. provide bus turnouts and shelters at locations consistent with City improvement standards and as determined by the City Public Works Department at the time of street installation.
- iii. design the pedestrian system adjacent to street rights of way to create a landscaped environment separate from the traveled right of way as indicated in the Design Standards Element.
- iv. include on-street bikeways for commuter bike use.
- v. provide a park & ride lot at or near the Eureka Road/Taylor Road intersection.
- vi. bike racks will be required for all non-residential developments.
- vii. require that all development comply with and implement the City of Roseville rideshare ordinance.

BK 3221 PG 294

CHAPTER V (g)

PUBLIC FACILITIES COMPONENT

The public facilities component describes both the public facilities needed to serve the site and the methods to be used to finance those facilities. The primary focus from a public policy perspective should be upon maintenance of current city service levels and their finance by those parties who benefit. All facilities will be constructed pursuant to city and state standards as they apply. For maintenance of median and selected roadside parkways, an assessment will be paid by establishment of a 1972 Lighting & Landscaping Act District. The Board of Directors of the district will be the City Council. The Board will have authority to levy and collect assessments and will be responsible for carrying out the maintenance responsibilities of the district.

As for the road, sewer and water improvements, the method of payment may be fees, a Mello-Roos facilities district, a Master Assessment District, or other similar approach. The district will sell bonds to pay for needed improvements. Improvements needed early on in the projects development may be paid for by private sources (cash) with reimbursements from the district on the basis that costs incurred above that needed for direct benefit to the initial developers will later be reimbursed.

All costs which would normally be paid by the City or be paid for from a City tax, fee or dedication ordinance shall be fully reimbursed. In addition, any cost of facilities which benefit other areas of the City shall also be fully reimbursed. Such reimbursements will be paid quarterly with interest. Such reimbursements will be made from fees or revenues collected for such purpose or from other funds the City determines are available.

Sewer

Sewer Service is currently available to the project site on a very limited basis. The provision of sewer service to the Northeast Specific Plan Site will be comprised of two basic elements. First, the treatment plant, and second, the sewer pipe system (trunks and interceptors). The combined system will need to accommodate peak flows of approximately 4.0 million gallons per day. Expansion of the treatment plant will be accomplished by use of cash accumulations and by issuance of bonds secured by connection fees (as prior plant expansions have been accomplished).

BK 3221 Pg 295

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MORTON & PITALO, INC.
CIVIL ENGINEERING
PLANNING SURVEYING



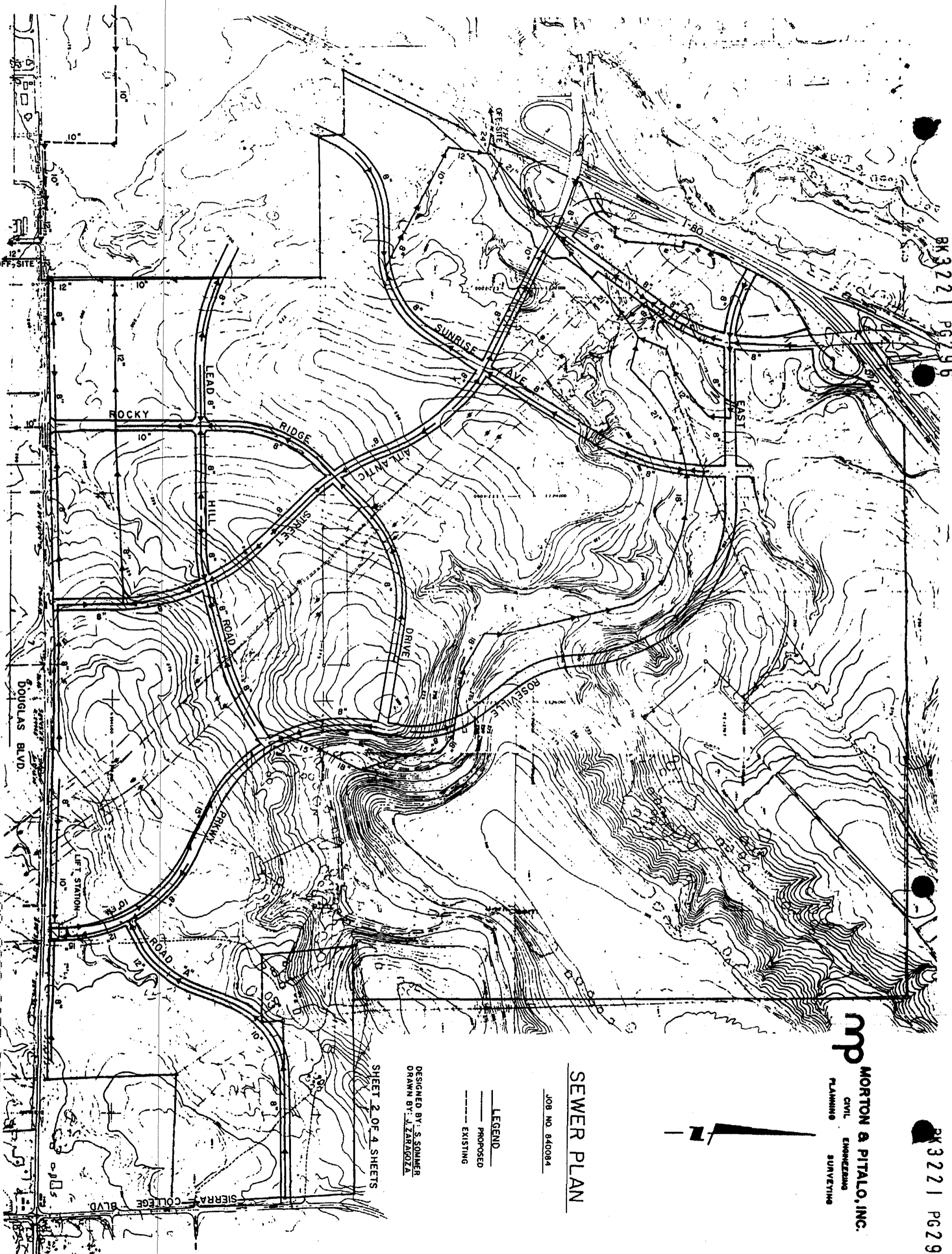
SEWER PLAN

JOB NO. 840084

- LEGEND**
- PROPOSED
 - - - EXISTING

DESIGNED BY: S. SOMMER
DRAWN BY: J. ZARAGOZA

SHEET 2 OF 4 SHEETS



199 0000 0057 0251

PUBLIC FACILITIES COMPONENT (CONT'D.)

The interceptor and trunk line facilities will be paid for in a combination of ways. The lines (8-12 inch diameter pipes) which service individual users of property will generally be installed at the time development occurs. Larger lines (12-24 inch diameter pipe) will be installed to serve a given phase of the project while the trunk lines (24 inch diameter or greater), which provide direct connection to the plant, will occur in the very early stage of site development. Line construction is expected to begin in late 1987. Subsequent extensions from that line to serve this site can be paid out in the form of an additional assessment or by cash, or a combination of the two.

It is anticipated some use can be made of the existing line down Antelope Creek for early phases of development. For example, some development could occur in the highway commercial, regional commercial, or residential areas adjacent to Miner's Ravine Creek along I-80. Some development of the commercial area proposed for Douglas Boulevard could also proceed with connection to the sewer line beneath Rocky Ridge Road. However, in both cases, capacity in lines that might serve a portion of these areas is limited and available only on a first come, first serve basis. Finally, connection to the interceptor line in Sierra College Boulevard or in Strap Ravine could accommodate early development of the residential areas along Road "A" and Sierra College Boulevard.

Goal:

1. Develop the Northeast Area in a manner consistent with the City of Roseville's General Plan goals to provide services in a time frame consistent with development of the site and the City.

Plan Policy:

1. Extend sewer service to the site as a pre-condition to development.

Implementation:

- i. require that sewer line extensions either be financed or that financing plans satisfactory to the City are in place prior to commencement of development and installed prior to occupancy of structure.

BK3221 PG298

PUBLIC FACILITIES COMPONENT (CONT'D.)

Plan Policy:

2. Allow development to occur only to the extent capacity is available at the sewage treatment plant.

Implementation:

- i. current City monitoring of plant usage will trigger timely expansion of the plant.

Plan Policy:

3. Avoid introduction of more than one additional sewer line in Antelope and Cirby Creeks.

Implementation:

- i. within each of the indicated creeks, install pipes of sufficient diameter to accommodate ultimate full urbanization of the drainage shed. Those projects are subject to subsequent environmental review and City approval.

Water

The City obtains its water from Folsom Lake and delivers it through a system of continuous lines.

Water is currently available at the site's perimeters including points on Douglas Boulevard and Sunrise Avenue. The specific plan has been detailed to the necessary engineering level to assure that adequate water pressure can be maintained within the site, and meet City-wide water transmission needs. The City now anticipates expansion of the treatment plant to meet City-wide growth requirements brought on by this and other projects in the City. Current policy is to pay for expansion of treatment capacity by the sale of revenue bonds and their retirement from water usage fees. Maintenance and operation is paid for from monthly service charges and a connection fee.

The plan contemplates the extension of a 42 inch water main as part of the City-wide loop system tying east and west Roseville. The extent to which facilities are installed and oversized to provide for other property's benefit the oversizing and related costs shall be offset by reimbursement with interest. Likewise, the extent to which facilities are installed and oversized elsewhere (e.g., treatment plant expansions) those costs will be paid by the project. The City may establish a City-wide water fee ordinance to pay for the cost of oversizing water trunk mains and water treatment plant facilities on a City-wide basis. If such an ordinance is adopted it is likely that such a financing technique would prevail for this plan area.

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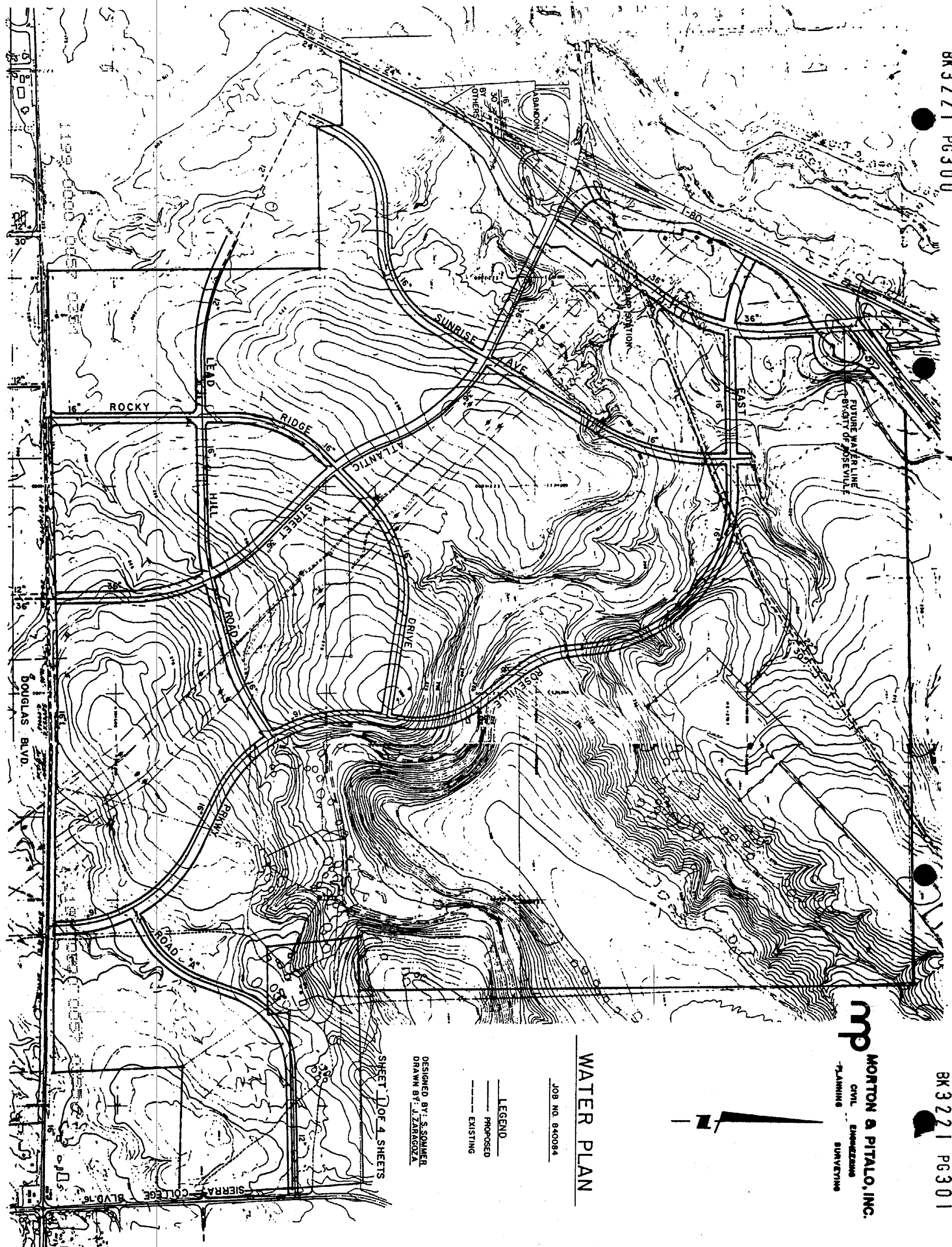
WATER PLAN

JOB NO. 840084

- LEGEND**
- PROPOSED
 - - - EXISTING

DESIGNED BY: S. SOMMER
DRAWN BY: J. ZARAGOZA

SHEET 1 OF 4 SHEETS



PUBLIC FACILITIES COMPONENT (CONT'D.)

Electricity

The City is its own electric utility acquiring power as part of the Northern California Power Authority. The City will obtain an easement for extension of large (60 KV lines or better) through the site, parallel to the existing power line easements. Individual substations and transformers will be needed to draw power from this source and break it down into useable units for the uses projected on site. Such a site will be dedicated at the southeast corner of Parcel 15. The project will install and then dedicate power transmission facilities on site consistent with current City policy.

The City of Roseville will require an electric substation site within the plan area at the southeast corner of parcel 15. Such site will be dedicated to the City.

Plan Policy:

4. Provide the opportunity for an electrical substation site.

Implementation:

- i. dedicate a one acre site at the southeast corner of parcel 15.
- ii. substation site configuration, location, screening and landscape design shall be subject to approval by landowner of the affected parcel.

Gas

Pacific Gas & Electric has plans to extend lines from the south near Sunrise Avenue and Lead Hill Road and from the west across the new Atlantic Street bridge to serve this site.

Telephones

Service will be extended and provided to the site by the Roseville Telephone Company.

Drainage

The geologic nature of the site is such that peak run-off of rain waters under current conditions are probably not significant.

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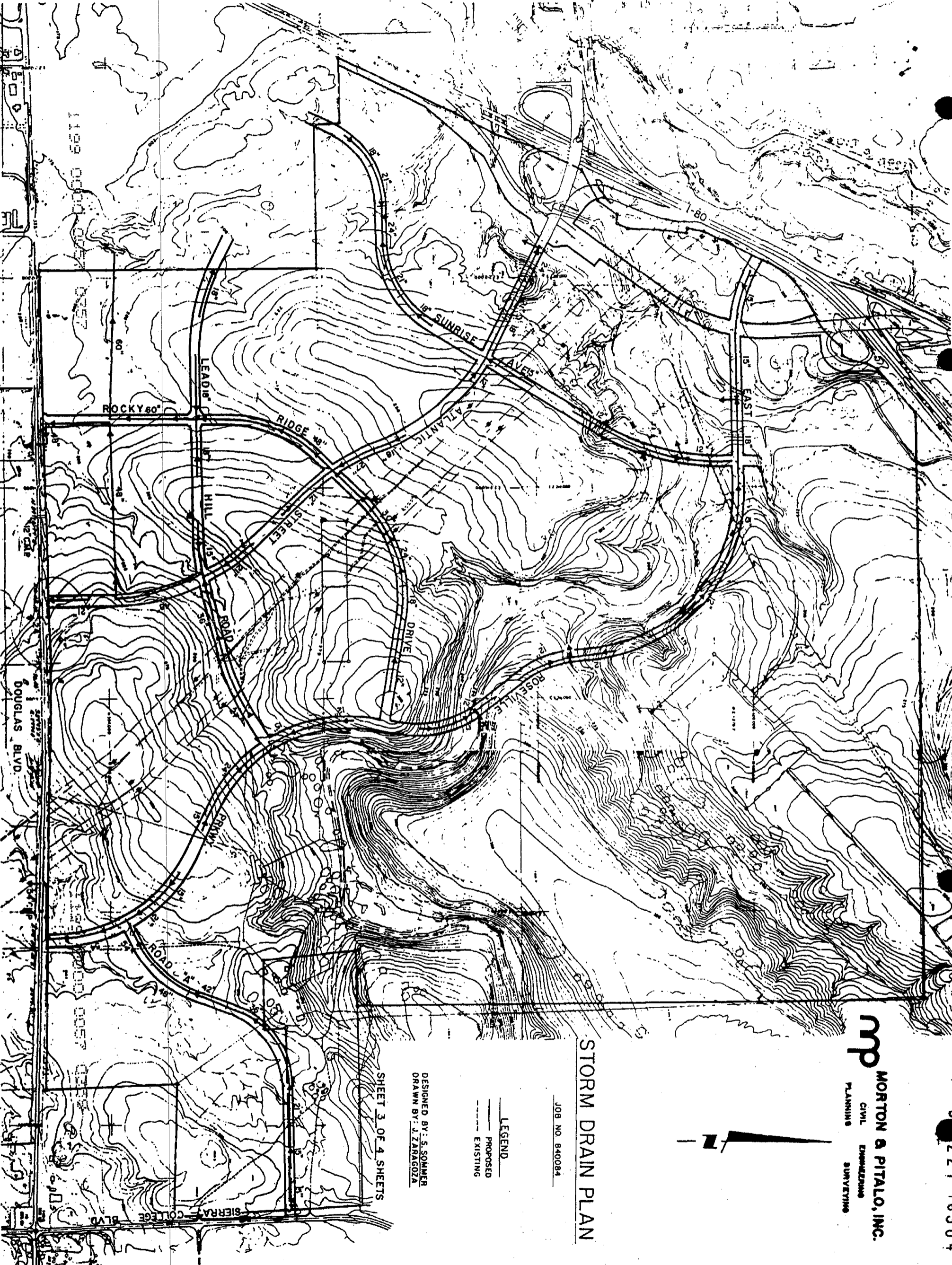
STORM DRAIN PLAN

JOB NO. B40084

LEGEND
—— PROPOSED
- - - - EXISTING

DESIGNED BY: S. SOMMER
DRAWN BY: J. ZARAGOZA

SHEET 3 OF 4 SHEETS



PUBLIC FACILITIES COMPONENT (CONT'D.)

Run-off occurs in three basic water sheds on the south side of Miner's Ravine. The southeasterly 150 acres drain primarily south into Strap Ravine. The central portion of the site drains southwest towards Douglas Boulevard, while the balance drains directly into Miner's Ravine.

The drainage plan reflects the three drainage basins and their basic directional flows. By not directing water from one drainage shed to another, the plan maintains the integrity of existing sheds.

The developed drainage system will incorporate retardation and water energy dissipaters into its design to the extent possible. The results should be urban runoff levels acceptable to the City Public Works Department. A separate study to determine the appropriate combination of techniques shall be prepared for each drainage shed prior to commencement of development.

GOAL 2: Limit the downstream effect of runoff to a level acceptable to the City Public Works Department.

Plan Policy:

5. Reduce the erosive nature of run-off to the creeks by installation of energy dissipaters at outfall locations.

Implementation:

- i. of drainage system design, require improvement plans to include energy dissipaters at outfall locations.
- ii. conform to mitigation measures in the project EIR.

Plan Policy:

6. Run-off from urban development should be directed only into those drainage sheds which pre-existed site grading.

Implementation:

- i. require improvement plans to pipe drainage waters only into those areas which received the run-off under natural conditions.

BK3221 PG305

PUBLIC FACILITIES COMPONENT (CONT'D.)

Plan Policy:

7. Limit urban run-off to levels acceptable to the City of Roseville Public Works Department.

Implementation:

- i. A drainage plan shall be prepared and approved by the Public Works Department subject to review by the City Council prior to development occurring in any of the project area drainage sheds.

The plan shall be designed to limit run-off from the site. This drainage objective may be achieved by a combination of elements working in coordination including, but not limited to:

1. detention basins, retardation basins/systems
2. reduction of impervious surfaces
3. other appropriate techniques

Parks

The Roseville General Plan requires the provision of parkland at a ratio of nine (9) acres per 1,000 population. Based on a projected population of 4,680 residents, the Northeast Roseville Specific Plan must provide 42.1 acres of parkland. This acreage will be provided in two ways. First, a 30-acre park site will be dedicated in the eastern portion of the Plan area south of Miner's Ravine Creek. This site will provide a mix of both active and passive facilities such as ball diamonds, soccer fields and picnic areas. The remaining 12.1 acres of parkland will be dedicated along the ravines; outside of the 100-year floodplain. This acreage is intended to help preserve the integrity of the ravine areas.

Plan Policy

8. Require dedication of needed public lands for park and recreational purposes.

Implementation:

1. A thirty (30) acre park site shall be dedicated as indicated on the Land Use Map and Policy 8 of the Open Space and Resource Conservation Component.
2. A total of 12.1 acres of land shall be dedicated along the ravines, outside of the 100-year floodplain, as indicated in Goal 2 of the Open Space and Resource Conservation Component.

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PUBLIC FACILITIES COMPONENT (CONT'D.)

Fire Stations

The City of Roseville obtained approval of a special tax in 1984 to finance the construction of fire station facilities. As development occurs, the tax will be paid, and as the facility is needed, it will be built. The plan requires dedication of a station site near the intersection of Sunrise and Eureka Road.

Plan Policy:

9. Require dedication of needed public lands for fire purposes where public funds are unavailable.

Implementation:

- i. The City has requested dedication of a one (1) acre site for a fire station, as indicated above.

Schools

The level and type of residential units allocated to the Northeast Area Specific Plan generate too few students to justify location of a school site within the plan area. However, the plan does provide the opportunity for the Eureka School District to obtain a site. Only 180 of the units designated for the site are presently within the Roseville district.

The student yields from these units vary according to the density of the particular dwelling unit type. Using the yield factors from the Wade Study (1984), the range is from 232 to 418 elementary (K-8) age students and 65 to 113 high school age students at project completion. The School Facilities Element of the Roseville General Plan contemplates a combination of state, fee and special tax revenues to pay for the needed school facilities.

Plan Policy:

10. To participate in the school district's efforts to provide adequate funding of school facilities for students generated by the project as provided by state law.

Implementation:

- i. require the project to pay fees as required by state law.
- ii. to the extent that school sites are required, such sites shall be made available as provided for by state law.

PUBLIC FACILITIES COMPONENT (CONT'D.)

11. Provide the opportunity for a K-3 school site within the plan area.

Implementation:

- i. reserve for no longer than one year from the date of adoption of the Plan Development Agreement the opportunity for the Eureka School District to designate a K-3 school site south of Road "A" of sufficient acreage to accommodate such a school on the easterly portion of the plan area.

BK3221 PG308

CHAPTER VI

LAND USE AND INFRASTRUCTURE PHASING

Several basic services are critical to the development of the North-east Roseville Specific Plan. All services can be incrementally provided. However, some thresholds of service provision are such that very little development can precede them, while once they are in place, full development may occur. The following phases will accommodate incremental development of the site. Phases attempt to describe the general level of development permitted. It is expected that a mixture of uses is possible and that the controlling factor shall be the capacity of the road system. Developable acreages are listed for each phase below, with the cumulative acreages indicated in parenthesis.

The underlying assurance of the timely installation of all landowner road improvements is the establishment of a financing district with the capability of authorizing debt and levying assessments, fees and/or taxes in an amount sufficient to fund the project's required improvements. As a result, the phasing indicated below is illustrative, in that development will proceed with the understanding from the outset that needed facilities will be installed either initially or when needed, as determined by the City of Roseville.

Phase One:

- 1) Widen Douglas Boulevard from the west property boundary to Eureka Road. Install curb and gutter from Rocky Ridge Road to Eureka Road and install curb, gutter and sidewalk from Rocky Ridge Road to west property boundary (Target Center frontage).
2. Widen Rocky Ridge Road from Douglas Boulevard to Lead Hill Road. Install curb, gutter and sidewalk along the Target center frontage. The balance of the frontage shall be installed contemporaneous with site development.
- 3) Dedicate right-of-way for urban interchanges at the East Roseville Parkway intersection with Taylor Road and Douglas Boulevard.

Development Level: Commercial - 23 acres
Parcel 9 offices - 10 acres

Phase Two

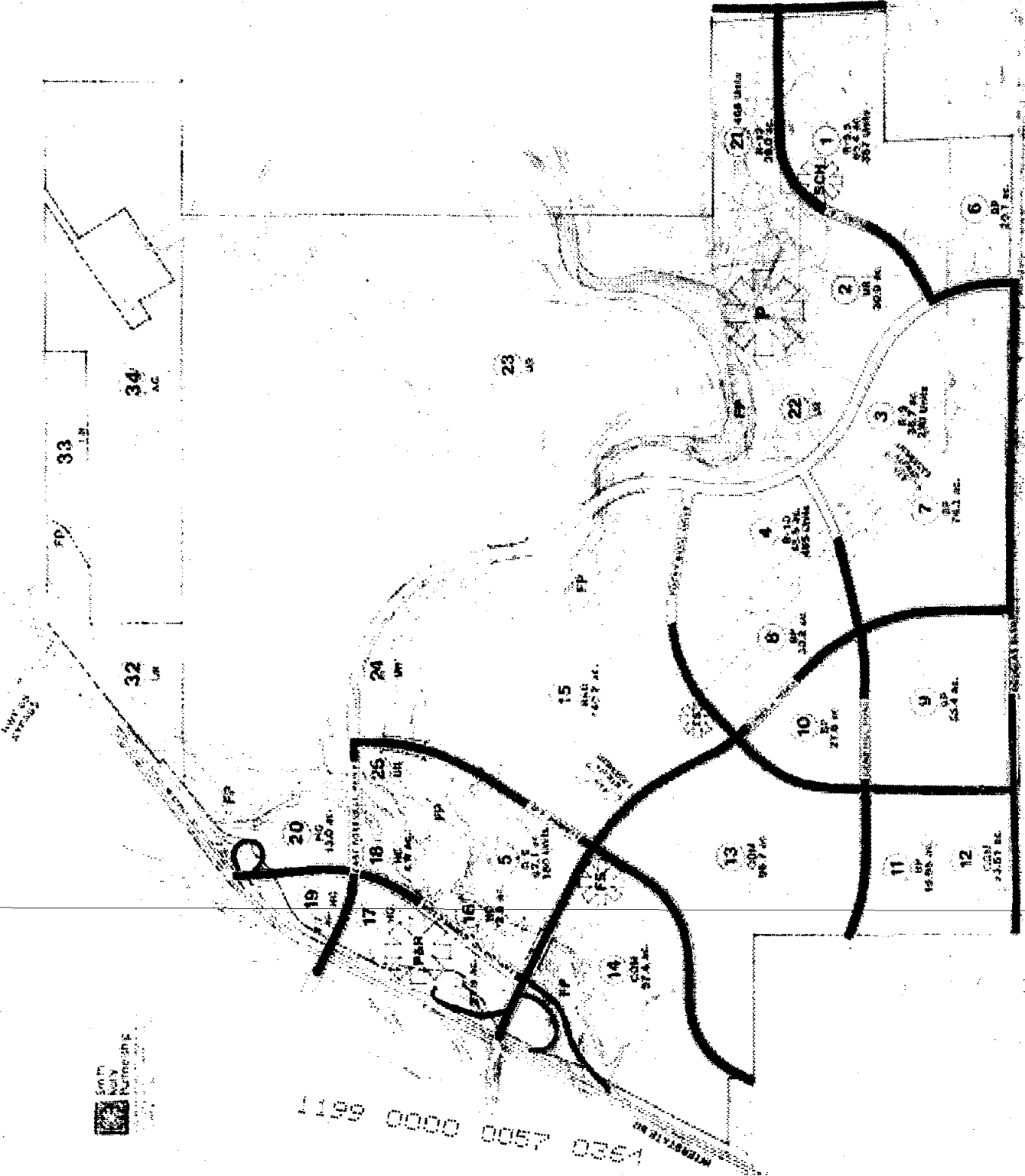
Improvements for non-residential development:

- 1) State improvements to the Atlantic Street and Taylor Road Interchanges including the east bound Eureka to east bound I-80 on-ramp.
- 2) Extend Atlantic/Eureka from I-80 to Douglas Blvd. (4 lanes)
- 3) Widen Douglas by adding two lanes from Eureka Road to the East Roseville Parkway; 99 0000 0057 0353



ROAD PHASING LEGEND

- PHASE 1
- PHASE 2
- PHASE 3



1920 4500 0000 0071

LAND USE AND INFRASTRUCTURE PHASING (CONT'D.)

- 4) Make pro-rata share contribution toward the construction of the East Roseville Parkway from Sunrise Avenue to the west end of Secret Ravine Bridge; install the East Roseville Parkway from Secret Ravine Bridge to Taylor Road (4 lanes); and, make pro-rata share contribution to East Roseville Parkway/I-80 overcrossing.
- 5) Widen Lead Hill Road and extend it from the westerly property boundary to 1200 feet east of Eureka Road (4 lanes).
- 6) Install Rocky Ridge Road from Lead Hill Road to 1200 feet northeast of the intersection with Eureka Road (4 lanes).
- 7) Install Sunrise Avenue from the south property boundary to the south end of the Sunrise Bridge over Miner's Ravine (4 lanes); and, make pro-rata share of contribution to such bridge.
- 8) Widen Taylor to 4 lanes.

Development Level: Commercial - 144 acres (177)
Research Park - 140 acres
Business Park - 70 acres (80)

Improvements for Residential Development:

- 1) Install the East Roseville Parkway from Douglas Boulevard to Road "A" with development of parcel three (4 lanes).
- 2) Install Road "A" from Sierra College to the East Roseville Parkway with residential development of parcel one (2 lanes).
- 3) Widen Sierra College Boulevard to four lanes with residential development of parcel twenty-one.
- 4) Parcels four and five may develop as the result of improvements made for non-residential development:

Parcel four - Phase 2, improvement six
Parcel five - Phase 2, improvement seven

Development Level - 1800 dwelling units

BK3221 PG311

LAND USE AND INFRASTRUCTURE PHASING (CONT'D.)

Phase Three

1. Install the East Roseville Parkway from Road "A" to Miner's Ravine Bridge (4 lanes plus median from Douglas to the northerly edge of parcel 2 and 2 lanes, plus median and make payment of pro-rata share of two lanes from Parcel 2 to Miner's Ravine Bridge).
2. Landowner shall make its pro rata contribution to the East Roseville Parkway from the south end of Miner's Ravine Bridge to Sunrise Avenue.
3. Extend Lead Hill Road to the East Roseville Parkway. (4 lanes)
4. Extend Rocky Ridge Road to the East Roseville Parkway. (4 lanes)
5. Widen Douglas Boulevard from the East Roseville Parkway to the east property boundary.

Development Level: Full Development

NOTE: Lane notations are landowner's responsibility. Curb, gutter and sidewalk shall be installed at time of parcel development or as required by the Public Works Department.

BK3221 PG312

CHAPTER VII

DESIGN GUIDELINES

The philosophy which underlies this element is the preference for diversity over continuity. Criteria or standards are the parameters within which architectural and landscape architectural professionals may exercise wide latitude in demonstrating their skills. These standards are intended to apply to all development within the plan area to assure a project that fulfills the goals and policies of the plan. The project design guidelines are prepared to define the standard of development which is expected to prevail within the plan area. It is intended to be compatible with the standards established within the Southeast Roseville Specific Plan. The design standards for setbacks and streetscapes established here are dramatically superior to those which prevailed in the City until just a few years ago. The standards also assure retention of valuable trees and open-space areas. These standards augment and amplify those contained within the area plans -- the commercial, the residential, the research and development park, and the business park and professional office area plans. The Northeast Roseville Specific Plan Landscape Plan is appended to this plan and considered an integral part of the plan. That document fully illustrates the landscape objectives and related design components. Where design standards are absent or silent existing city code provisions and a subsequently adopted development standards document shall prevail. In addition, all projects are subject to the City's design review process.

Prior to development of any parcel identified on the 1987 Specific Plan Map a schematic site plan for the entire parcel shall be submitted to the City for approval. The schematic shall show the inter-relationship of the following plan elements: building locations, site access parking, architectural treatments, landscape, building elevations and signage. Any amendments to the original schematic site plan shall demonstrate compatibility and consistency between the new and the old.

Goals:

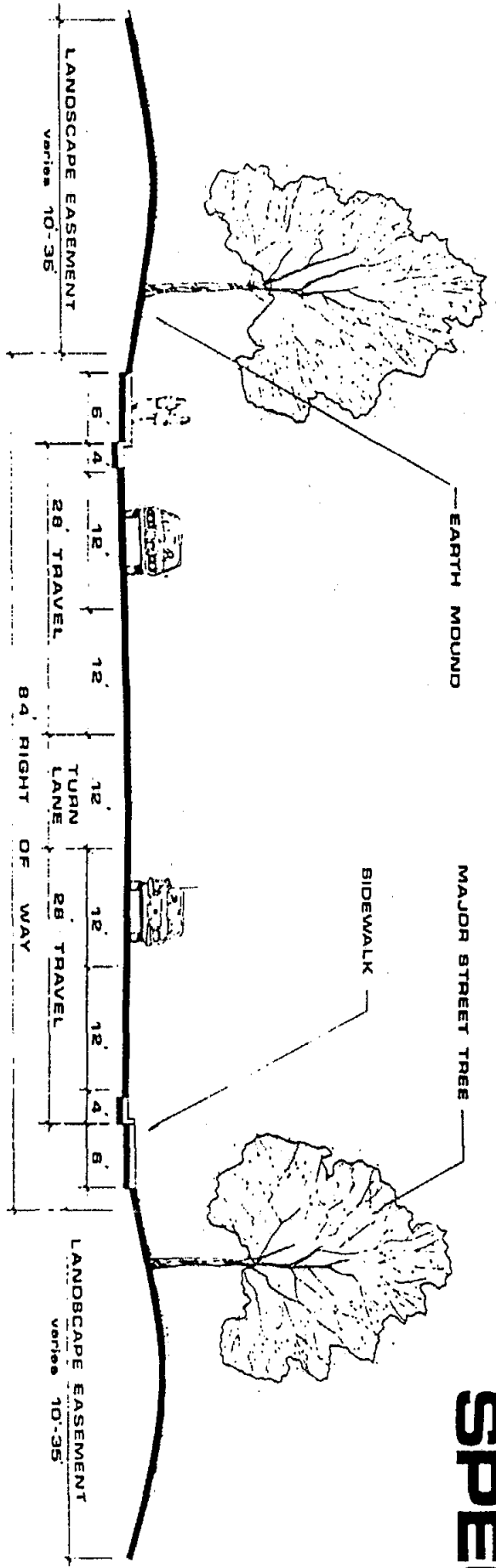
1. Create building densities and designs reflective of the suburban character of the larger community.
2. Develop building design bulk and layout in a manner which emphasizes harmony in architectural form, detail, materials, landscaping and signage within an individual project as well as within the character of the immediate area.

NORTHEAST ROSEVILLE SPECIFIC PLAN

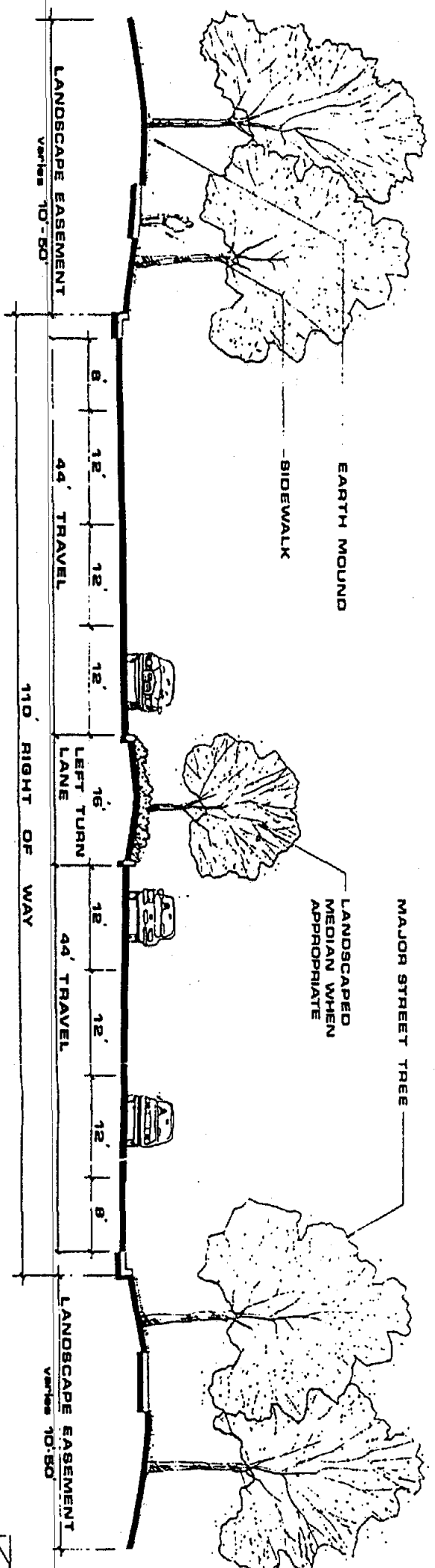
ROSEVILLE CALIFORNIA

STREET SECTIONS

A MAJOR STREET



B ARTERIAL



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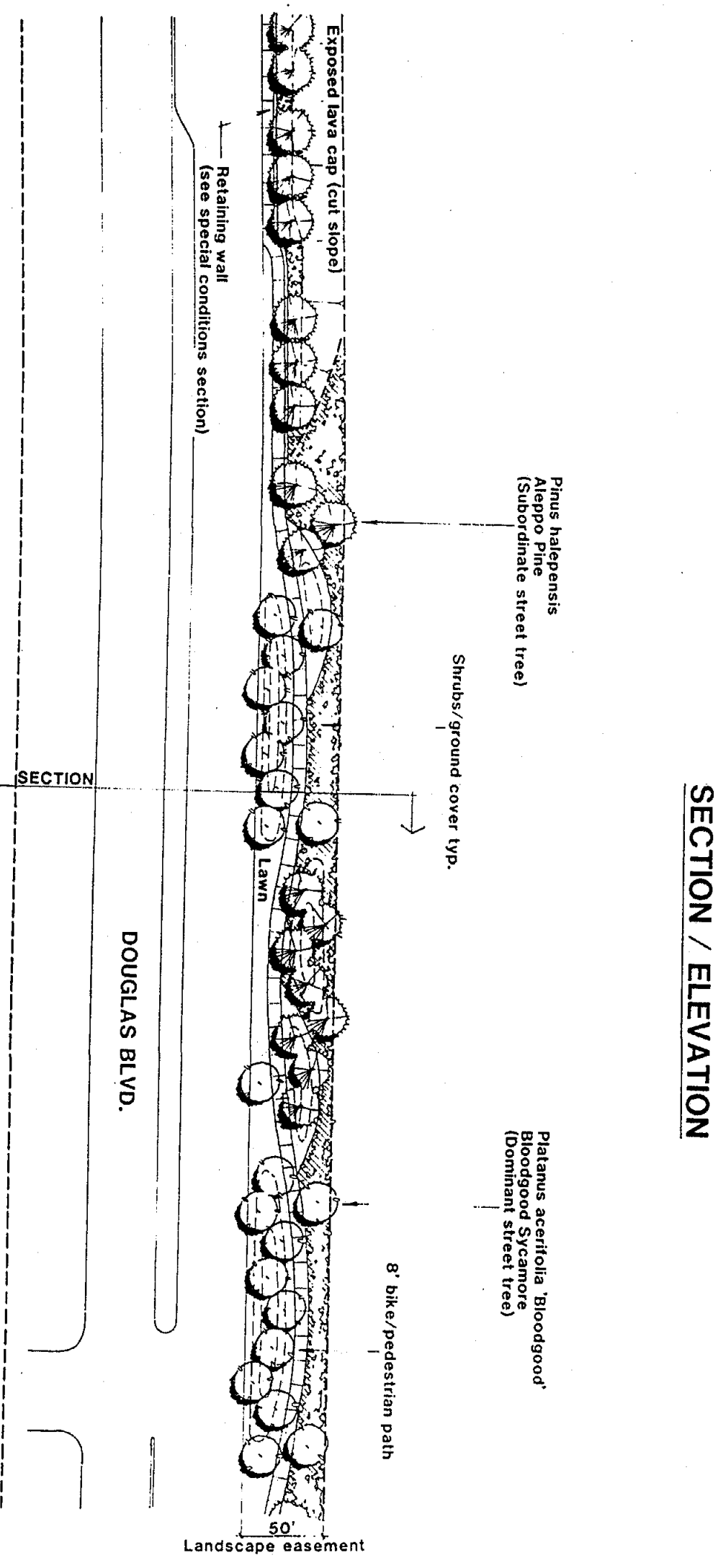
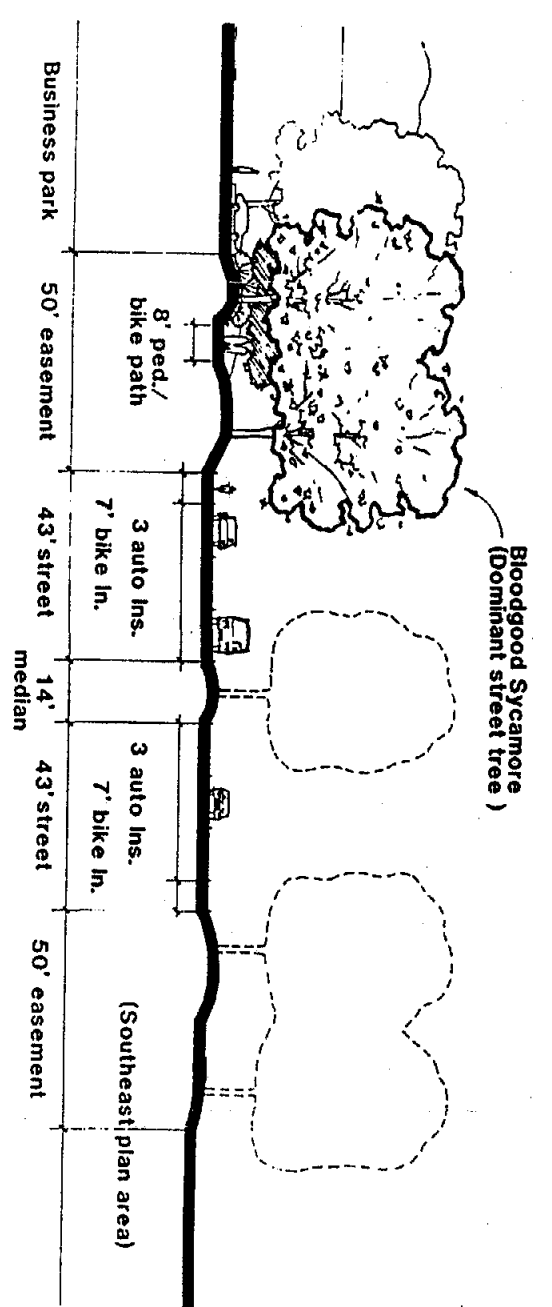
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INC.
CIVIL ENGINEERS

ANTHONY M. DIZENBAND
AND ASSOCIATES INC.
LAND PLANNERS

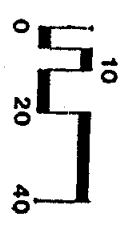
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REQUIRED STREET TREE:
 Platanus acerifolia 'Bloodgood' - Sycamore

RECOMMENDED SUBORDINATE TREES:
 Screening - Aleppo Pine
 Entry Accent - vertical form, i.e. Sweetgum or round to ovoid form, i.e. Ornamental Pear



1199 0000 0067 0370



DOUGLAS BLVD.

DESIGN GUIDELINES (CONT'D.)

3. Design projects to minimize disruption of existing natural features and blend with the natural environment and topography.
4. Orient development towards vistas and the ravine systems to enhance living and working spaces.
5. Maximize the potential for energy conservation through building orientations and landscape designs which recognize the climatic conditions in the area.
6. Utilize design, construction and landscaping which are reflective of the high quality and aesthetically superior development envisioned within the Plan Area.

A. RESIDENTIAL GUIDELINES

1. Single-family detached housing:
 - a. Design residential subdivisions inward to create a sense of neighborhood.
 - b. Utilize unique lot configurations which will accommodate zero lot line, cluster and other designs which maximize land use efficiency and are reflective of site geology.
 - c. Design circulation systems within subdivisions to emphasize internal circulation and not through traffic.
 - d. Mix building elevations, heights, roof lines, color schemes and setbacks to insure variety. In general:
 - i. minimize placement of buildings with similar elevations adjacent to or directly across the street from each other.
 - ii. Vary front yard setbacks a minimum of three feet on straight line portions of streets.
 - e. Provide buffering between single-family development and major roadways or non-residential uses.

BK3221 PG318

DESIGN GUIDELINES (CONT'D.)

2. Attached and Multi-Family housing:
 - a. Ensure consistent architectural treatment and detail among buildings, while at the same time creating visual interest through the use of diverse building siting, orientation, bulk and staggering of building lines.
 - b. Treat parapet walls, when required, as an integral part of building design. Such walls should not appear as unrelated visual elements.
 - c. Provide separate vehicular and pedestrian circulation systems which minimize auto and pedestrian contact.
 - d. Plan common open space areas with specific functions in mind. Such areas should not be "left-over" spaces after building design. Integrate open space areas through on-site pedestrian circulation systems.
 - e. Use open space areas to preserve existing natural features when present. When adjacent to existing open spaces corridors, orient towards and incorporate such corridors into project design.
 - f. Provide recreational facilities such as pools, tennis courts, tot-lots and picnic areas in a quantity reflective of the projected needs of the project population.
 - g. If private open space is provided, it should be directly accessible from adjacent unit, should be large enough to allow standard outdoor activities and should reflect wind and sun orientation.
 - h. Provide sufficient buffering between multi-family development and major roadways or non-residential uses.

B. COMMERCIAL GUIDELINES

1. Design commercial centers and multi-tenant parcels to have unified design utilizing consistent building materials, architectural styles, textures, detail, colors, landscaping and signage. "Trade-mark" type buildings are generally discouraged.
2. Utilize unique architecture, staggering of building and roof-lines, variations in building orientations and layouts to create interesting projects.

DESIGN GUIDELINES (CONT'D.)

3. Locate a portion of the total building area adjacent to streets to refine and strengthen the streetscape.
4. Orient parking along the sides and/or rear of structures rather than in front, when practical.
5. Incorporate varied textures, materials, colors and landscaping to identify project entrances and break-up paved areas.
6. Encourage parking lot design that provides for good aisle circulation, minimization of conflicts, and ease of access.
7. Include provisions for separate pedestrian and vehicular access and circulation.
8. Incorporate pedestrian seating areas, plazas, fountains and other elements of interest into project design.
9. When adjacent to open space areas, orient towards and incorporate such areas into project design.
10. Do not "back up" projects to the Interstate 80 freeway corridor. Incorporate consistent building materials, architectural style, textures, detail colors, roof-treatment and landscaping on all visible elevations.

C. BUSINESS PROFESSIONAL OFFICE/RESEARCH AND DEVELOPMENT GUIDELINES

1. Design the Research and Development Park and recognized office complexes to have unified design utilizing consistent building material, architectural style, textures, detail, colors landscaping and signage.
2. Utilize diverse building layouts and orientations, varying setbacks, building heights and bulk, staggering of building and roof-lines and unique architectural styles to create visual interest.
3. Although unique designs are encouraged, such designs should be compatible with adjacent projects.
4. Utilize consistent building materials, architectural style, textures, detail, colors, roof-treatment and landscaping on all sides of building visible from roadways, adjacent properties or the general public.

BK 3221 PG 320

DESIGN GUIDELINES (CONT'D.)

5. Location of taller buildings should relate to project scale with lower profile structures adjacent to street frontages.
6. Orient buildings adjacent to roadways with rear and/or side parking when practical.
7. All building and project entries should be well defined and afford a sense of entry.
8. Incorporate pedestrian plazas with landscaping, seating, drinking fountains and points of interest such as water elements or art sculptures into project design.
9. Provide secured bike storage, exercise and jogging facilities, lockers, showers, and outdoor eating and seating areas for employee utilization.

D. GUIDELINES FOR OTHER USES

1. The Park and Ride lot shall be designed, landscaped and buffered using the same criteria regulating other parking areas within the Highway Commercial district.
2. The electric substation shall not encroach upon the roadway landscape buffer and shall be screened from public view through the use of solid masonry walls and dense landscaping.
3. The fire station site shall incorporate landscape, setback and siting standards similar to those required of Community Commercial uses.
4. Any additional public uses shall utilize the same general standards as incorporated in adjacent uses or projects.

BK3221 PG321

DESIGN GUIDELINES (CONT'D.)

E. GRADING GUIDELINES

1. Design buildings, roadways and other improvements to conform with the natural topography and to minimize grading.
2. Avoid excessive cuts and fills.
3. Round and taper slopes to blend with existing on-site topography, contours on adjacent sites and roadways. Steep slopes and retaining wall should be avoided when feasible.
4. Implement grading in a manner which minimizes disruption to existing natural features such as trees and other vegetation, natural ground forms, water courses and views.
5. Grading within the dripline of trees shall comply with the standards contained in the Open Space component of this document, as well as any recommendations of a corresponding arborist report.

F. RIGHT-OF-WAY LANDSCAPE AREA STANDARDS

<u>Street Name</u>	<u>Width of Landscape Area</u>
Taylor	20 feet
Rocky Ridge	35 feet *
Lead Hill	35 feet
Eureka	35 feet
East Roseville Parkway	50 feet
Douglas	50 feet *
Sunrise	35 feet
Sierra College	50 feet
Unnamed Road "A"	25 feet

* The portion west of Rocky Ridge shall conform to the Roseville Center Site Plan.

Specific Plan Area Entries - The guideline is to establish colorful homogenous plant materials within 40 feet of corners, low relief permanent project sign with trees, if any, removed from the corner at least 40 feet.

Project Entries - The guideline is to use low scale signage, turf and mounting with low scale permanent identifying signage. Use of textured paving or similar street statement and unique landscape treatment.

DESIGN GUIDELINES (CONT'D.)

G. SCREENING GUIDELINES

1. Ground mount mechanical equipment when practical. If not ground mounted, such equipment must be screened from view of streets, adjacent properties and the general public through the use of parapet walls, roof wells or other means incorporated as an integral part of building design.
2. Screen and orient other visually undesirable elements such as trash enclosures, loading areas and service yards from public view.
3. Locate all utility lines and connections underground. Screen and orient from public view transformers, terminal boxes, meters, fire risers, backflow preventers and other similar facilities except as required by City or public utilities.
4. Ground mount and screen from public view satellite dishes and similar structures.
5. Insure compatibility of all screens, fencing and retaining walls in material, color and texture with related buildings.

H. LIGHTING GUIDELINES

1. Provide exterior lighting for safety and security as well as to enhance building design and landscaping.
2. Design lighting so as not to create glare for project occupants or neighboring properties.
3. The style and design of lighting fixtures should be compatible and consistent with building design.
4. Utilize energy efficient lighting types.

I. SIGN GUIDELINES

The following policy statements shall guide the development of sign programs submitted contemporaneous with site development plans:

1. Relate all signs to their surroundings in terms of size, shape, color, texture and lighting so that they are complementary to the overall design of the building and are not in visual competition with the building or other conforming signs in the area.

DESIGN GUIDELINES (CONT'D.)

2. Insure that the signing is subtle and unobtrusive, conveys its message clearly and legibly, is vandalproof and weather resistant, and if lighted, not unnecessarily bright.
3. Arrange any external spot or flood sign lighting so that the light source is screened from direct view, and so that the light is directed against the sign and does not shine into adjacent property or blind motorists or pedestrians.
4. Plant evergreen shrubs around the base of any freestanding sign to integrate the sign with the ground plane and screen out any low level flood lights. The freestanding sign should be low profile wherever site and visibility conditions allow.
5. Avoid using struts, braces, kickbacks or guy wires to support signing.

Implementation:

- i. Sign Standards. Signs shall be subject to final approval by the City as a part of the development review process. At the time of Master Development Plan approval for each parcel, a comprehensive sign program will be submitted for review and approval.
- ii. Prohibited Signs. Temporary signs, A-frames, banners, flags, pennants, streamers, balloons, vehicle mounted signage, roof signs, pole signs, animated or mechanical signs, painted signs, and off-site signs are prohibited.

J. ARTWORK GUIDELINES

If provided, public artwork shall be done to be compatible with site layout and shall not constitute a distraction to automobile traffic in the public right-of-way.

BK 3221 PG 324

CHAPTER VIII
IMPLEMENTATION COMPONENT

A. Description

Development of the site will occur over a period of several years and continued oversight will be nearly a monthly function of the City. The Plan will be carried out within the normal City use permit, re-zoning, site review and subdivision processes. Additional processes will also apply to the control and direction of development of the Plan.

B. Zoning

Development of the Specific Plan will occur in residential, commercial, and industrial zoning districts through a number of separate planned development districts. Because the planned unit development will allow potential builders greater design flexibility than is otherwise possible through strict application of zoning regulations, it is anticipated that this district will be utilized extensively. Future development must be consistent with the goals of this Specific Plan and be based on the design guidelines previously set forth.

C. Conditions, Covenants and Restrictions

Private conditions, covenants, and restrictions (CC&R's) will be utilized to insure proper development, use, and maintenance of the properties. They are also used to protect each property owner against improper development and to provide a high quality of landscaping of the Plan Area in accordance with this Specific Plan and the Development Agreements.

D. Financing Public Services

Financing mechanisms for public infrastructure and facility needs consistent with the Plan will ultimately be approved prior to site development.

E. Development Agreements

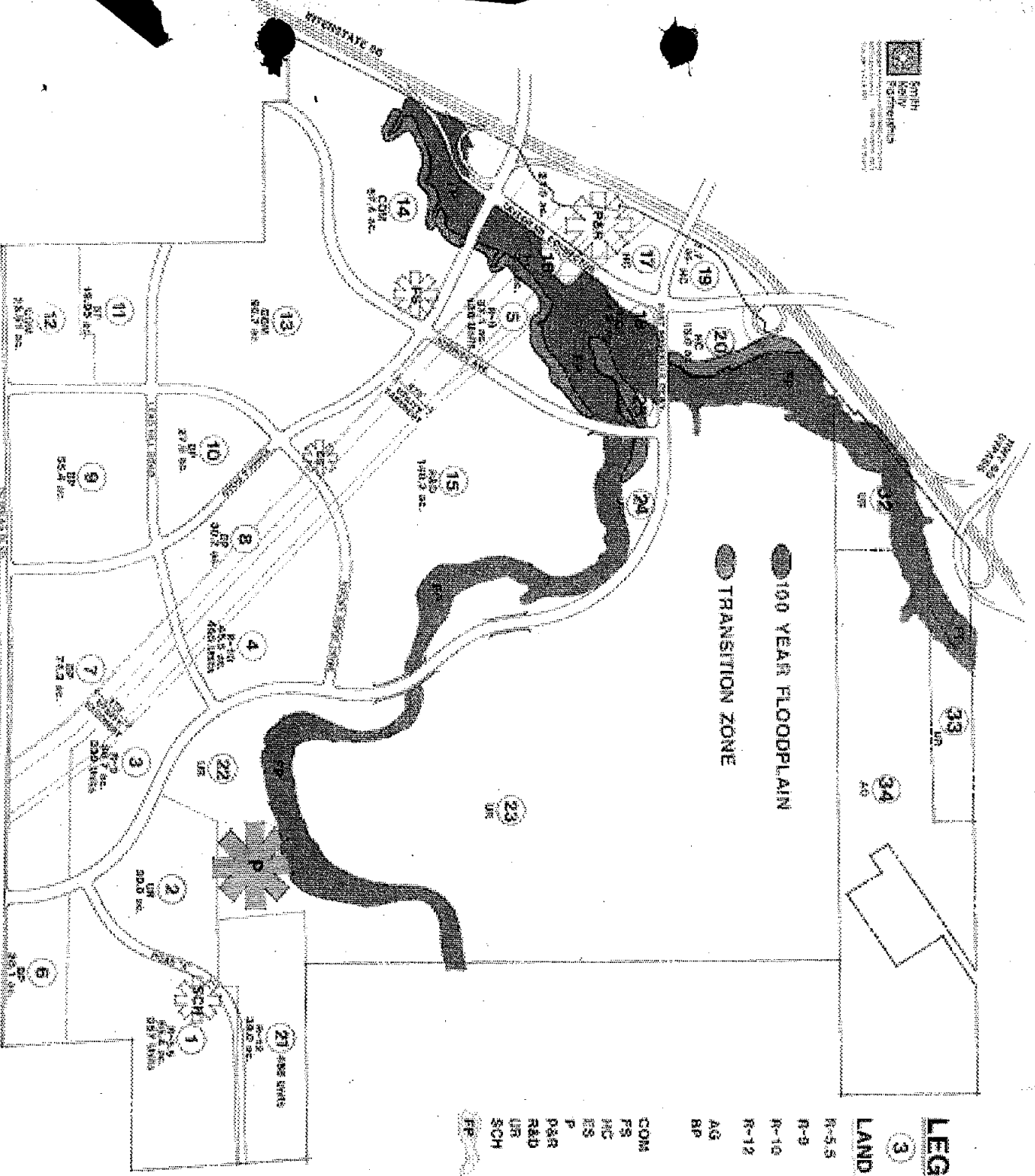
In accordance with City Ordinance 802 and California Government Code, Section 85864, 85865, et.al., property owners within the Specific Plan Area will enter into development agreements with the City of Roseville. These agreements specify the duration of the agreements, the permitted uses of the property, the land use density, design standards and construction standards and provisions for reservation, dedication, improvements, credits, and phasing of land for public purposes in return for the allocation of specified levels of land uses and intensities.

IMPLEMENTATION COMPONENT (CONT'D.)

F. Specific Plan Amendment

Any amendment of the Northeast Roseville Specific Plan shall be in accordance with California Government Code, Section 65450 through 65453. Modifications to the Specific Plan which do not conflict with the intent of the Plan may be approved by the City through the review process.

BK 3221 PG 326



LEGEND

3 PARCEL NUMBER

LAND USES

LAND USES	UNITS	ACRES
R-5.5 RESIDENTIAL	367	58.2
R-9 RESIDENTIAL	510	73.8
R-10 RESIDENTIAL	465	48.5
R-12 RESIDENTIAL	408	39.0
AG AGRICULTURE		119.4
BP BUSINESS PARK & PROFESSIONAL OFFICE		227.6
COM COMMERCIAL		176.0
FS FIRE STATION		1.0
HC HIGHWAY COMMERCIAL		44.1
ES ELECTRICAL SUBSTATION		1.0
P PARK		20.0
PAR PARK & RIDE		8.0
R&D RESEARCH & DEVELOPMENT		139.2
UR URBAN RESERVE		592.9
SCH SCHOOL SITE (K-S)		8.0
FP 100 YR. FLOOD PLAIN		

NORTHEAST AREA SPECIFIC PLAN
ROSEVILLE, CALIFORNIA

LAND USE PLAN



ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A DEVELOPMENT AGREEMENT WITH JOHNSON RANCH,
A CALIFORNIA GENERAL PARTNERSHIP FOR A PORTION OF THE
NORTHEAST ROSEVILLE SPECIFIC PLAN ("THE MINER'S RAVINE
PROPERTY") 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 the Miner's Ravine Property within the Northeast Roseville Specific Plan Area.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for the Miner's Ravine Property and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the Northeast Roseville Specific Plan;
2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for, the land use districts 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, or general welfare;
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 to justify entering into the Development Agreement.

SECTION 4. The Development Agreement by and between Johnson Ranch, a California General Partnership, and the City of Roseville, relating to the Miner's Ravine Property within the Northeast Roseville Specific Plan Area is hereby approved