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DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ROSEVILLE

AND

M.J. BROCK & SONS, INC.

RELATIVE TO THE NORTHWEST ROSEVILLE SPECIFIC PLAN

BK5717 PG301

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CITY OF ROSEVILLE
BY _____

TABLE OF CONTENTS

Sections		Page
	RECITALS	1
1.	Authorization	1
2.	Subject Property	1
3.	Hearings	1
4.	Environmental Impact Report ("EIR")	1
5.	Entitlements	1
6.	Mitigation	2
7.	General and Specific Plans	2
8.	Need for Services and Facilities	2
9.	Contribution to Costs of Facilities and Services	2
10.	Development Agreement Ordinance	3
11.	Consistency With General Plan and Northwest Roseville Specific Plan	3
1.	GENERAL PROVISIONS	3
	(A) Property Description and Binding Covenant	3
	(B) Term	3
	(1) Expiration	3
	(2) Early Termination for Residential Development	3
	(C) Assignment	4
	(D) Third Party Beneficiaries	5
	(E) Notices	5
	(F) Amendment of Agreement	5
	(G) Amendment of Schematic Development Plan	5
	(H) Definitions	6
	(1) Business/ Professional	6
	(2) Business-Professional/Commercial	6
	(3) Residential	6
	(4) Recreation Floodway.	6
	(5) Frontage Improvements.	6
2.	DEVELOPMENT OF THE PROPERTY	7
	(A) Permitted Uses	7
	(B) Additional Density and/or Density Transfer	7
	(C) Density Banking	9
	(D) Affordable Housing	10
	(E) Special Requirements Within the Plan Area	12
	(1) Park and Ride	12
	(2) Transportation System Management (TSM)	12

Sections | Page

(3) Trees 12
(4) Regional Air Quality 12
(5) Mello-Roos Notification 13

3. OBLIGATIONS OF PARTIES 13

(A) Dedications, Improvements, Credits 13
(1) Documents 13
(2) Park and Bike Trail Dedications 13
(3) School Site Reservation 15
(4) Electric Powerline Dedication. 17
(5) Circulation Dedications and Standards. . 17
(6) Improvements 17
(a) Sewer Improvements 17
(b) Water Improvements 18
(c) Drainage Improvements 19
(d) Street Improvements 19
(e) Electric Improvements 21
(f) Highway 65 Interchanges 21
(g) Public Improvements 21
(h) Municipal Golf Course 22
(7) Community Facilities District 21
(8) Timing of Development 22
(B) Landscape Corridors 23
(1) Description of Corridors 23
(2) Installation and Maintenance 23
(3) City Obligations Respecting Landscaping . 25
(C) Review, Approval and Acceptance of Improvements 26
(D) Reimbursement 27
(E) Coordination of Responsibilities 27
(F) Rules, Regulations and Official Policies . . 28
(G) Cooperation of Parties, Compliance with Law . 29
(H) Phasing, Sequencing or Moratoria 29
(I) Essence of Agreement 29

4. DEFAULT, REMEDIES, TERMINATION 29

(A) General Provisions 29
(B) Building Permit, Improvements 30
(C) Entitlements, Default by Landowner 30
(D) Annual Review/EIR Monitoring 31
(E) Default by City 31

Sections			Page
	(F)	Enforced Delay, Extension of Times of Performance	31
	(G)	Cumulative Rights	32
	(H)	Applicable Law and Attorney's Fees	32
5.		HOLD HARMLESS AGREEMENT	32
6.		PROJECT AS A PRIVATE UNDERTAKING	33
7.		COOPERATION IN THE EVENT OF LEGAL CHALLENGE	33
8.		GENERAL	33
	(A)	Enforceability Notwithstanding Changes	33
	(B)	Health, Safety and Welfare	33
	(C)	Severability	33
9.		CONSTRUCTION	33
10.		NOTICES	34
11.		AGREEMENT	34

BK3717 PG304

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND M.J. BROCK & SONS RELATIVE TO THE NORTHWEST ROSEVILLE SPECIFIC PLAN

This Development Agreement is entered into this 18th day of September, 1989, by and between M.J. BROCK & SONS, INC., a Delaware corporation ("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.

RECITALS

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

2. Subject Property. Landowner owns in fee certain property described in Exhibit "A" (hereinafter "subject property"), attached hereto and incorporated herein by this reference. On November 6, 1985, the City Council adopted, by Resolution No. 85-207, a land use allocation applicable to the subject property; the number of units under said allocation is 810. Landowner seeks City's approval of proposed land uses of the subject property consistent with the Roseville General Plan (inclusive of all amendments thereto), said Resolution No. 85-207, and the adopted Northwest Roseville Specific Plan (the "NWRSP").

3. Hearings. On 29 September, 24 October, 28 November and 19 December 1988, and 12 January, 9 February, 23 February and 9 March 1989, the City Planning Commission, designated by City Ordinance No. 802 as the advisory agency for purposes of development agreement review pursuant to Government Code Section 65867, considered the NWRSP in duly noticed public hearings. On 8 June, 22 June and 26 June 1989, the City Planning Commission considered this Agreement in a duly noticed public hearing.

4. Environmental Impact Report ("EIR"). On 10 May 1989, the City Council certified as adequate and complete the EIR for the Northwest Roseville Specific Plan, which EIR considered, among other things, the adoption and execution of this Development Agreement.

5. Entitlements. Following consideration and certification of the aforementioned EIR and CEQA related findings, the City Council, on 10 May 1989, adopted a Statement of Overriding Consideration, relating to the following entitlements, to permit development of the subject property as herein described.

A. General Plan Amendment, related to the NWRSP, as adopted by Resolution No. 89-82, dated 10 May 1989;

B. General Plan Amendment, authorizing the transfer of 485 units (the "density transfer") from the subject property to other property within the Plan Area and mutually acceptable to both parties, as adopted by Resolution No. N/A, dated _____, 1989;

C. The NWRSP, as adopted by Resolution No. 89-83, dated 10 May 1989;

D. The Rezoning of the subject property pursuant to Ordinance No. 2249, dated August 16, 1989;

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

F. Ordinance No. 2256, dated August 16, 1989, adopting this Agreement (the "Adopting Ordinance").

6. Mitigation. Landowner, pursuant to this Agreement, will be entitled to develop the subject property in accordance with the provisions hereof and the above approvals, and will be bound by the City's fees, charges, mitigation measures and provisions identified in the EIR and the monitoring program adopted by the City as part of the certification thereof, and any other measures incorporated herein to mitigate environmental impacts, including without limitation, impacts related to the need for public facilities generated by such development.

7. General and Specific Plans. Development of the subject property in accordance with the conditions of approval, the mitigation measures, and the terms of this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and the NWRSP.

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

9. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services, as required herein to mitigate impacts of the development of the subject property, and City agrees to assure that Landowner may proceed and complete development of the entire subject property in accordance with the terms of this Agreement. City and Landowner agree that the City might not otherwise approve the development of the entire subject property as provided by this Agreement, but for Landowner's contributions to mitigate the impacts of the development. City's approval of development of the entire subject property as provided herein is in reliance upon and in consideration of Landowner's agreement to dedicate certain lands to

the City and to contribute toward the cost of public improvements, as herein provided, to mitigate the impacts of the development.

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

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

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 the subject property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

1(B). Term. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty (20) years thereafter, unless said period is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto.

(1) Expiration. Following the expiration of this period, this Agreement shall be deemed terminated and of no further force and effect. However, the termination of this 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. Neither shall the termination of this Agreement affect the covenants contained herein in Section 3(B), 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) Early Termination for Residential Development. This Agreement may be terminated with respect to any of the subject property zoned for residential use, at the election of the Landowner any time after recordation of a final residential subdivision map for single-family dwelling units within the subject property and upon written notice to City of such election to terminate. No such single-family subdivision map may be recorded, nor shall this Agreement terminate with respect thereto, until the Community Facilities District described in Section 3(A)(7) is formed (or other such financial assurances acceptable to the City are provided to the City

BK 7117 PG 7987

respecting the installation of the improvements contemplated thereby). Furthermore, no such termination shall be allowed unless either (i) the lighting and landscape district described in Section 3(B) has been formed or (ii) an appropriate covenant or condition acceptable to the City Attorney has been recorded to ensure that the landscaping and maintenance commitments created pursuant to Section 3(B) hereof shall bind Landowner, its heirs, successors and assigns with respect to such subdivision. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

Landowner shall not be precluded by anything in this Section 1(B) from recording final parcel maps, subdivision maps or other such land divisions for the parcels shown on Exhibit "B" (except for any further subdivision of the parcel listed on Exhibit "A" as single-family residential), nor shall Landowner be precluded hereby from processing tentative subdivision maps for such single-family subdivisions.

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 this Agreement. The City desires the improvements and facilities described in this Agreement to be completed as part of the development of the NWRSP and is concerned that proposed assignees may not have the financial ability to perform the obligations related thereto of Landowner hereunder. Accordingly, express assumption of any of the obligations of the Landowner under this Agreement by any assignee shall relieve Landowner from such obligation or obligations only if City consents to such assumption, which consent shall not be unreasonably delayed or withheld. Otherwise, if such consent is not requested or if the City reasonably withholds such consent, then Landowner shall remain liable for its obligations hereunder, notwithstanding any assignment by Landowner and assumption by assignee. Any such proposed assumption shall be signed by Landowner and assignee and shall be effective upon the City's receipt and consent thereto. Such consent shall be effective if made in writing by the City Manager of the City, provided Landowner shall have the right to appeal any denial thereof to the City Council of City.

No such consent shall be required after either (i) the Community Facilities District ("CFD") and the landscape and lighting district described herein are formed and, with respect to the CFD, bonds are sold in relation thereto and the funds available therefrom are sufficient to finance the improvements described in Section 3(A)(7) (and/or Landowner provides security acceptable to the City to ensure the completion of such improvements) or (ii) the completion, and acceptance by the City, of all the improvements to be included within said pending CFD.

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

1(E). 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 to such person or entity designated in notice to the City pursuant to this Section 1(E). Such written notices, demands, correspondence, and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Landowner shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of the subject property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

1(F). 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 of use, height or size of buildings, reservation or dedication of land for public purposes, 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 subject property shall not require notice or public hearing before the parties may execute an amendment hereto; and

(2) Any amendment of the Schematic Development Plan which is either approved by the Planning Commission as provided by Section 1(G)(1), including but not limited to the location of buildings, streets, and other physical facilities, or approved as provided by Section 1(G)(2), shall not require an amendment to this Agreement.

1(G). 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 amendment or

M3717 P589

modification is not substantial and is consistent with the NWRSP.

(2) Except as provided above, amendment of the Schematic Development Plan or NWRSP shall comply with the procedural provisions of statutes and the zoning ordinance in effect on the date of application for such amendment.

1(H). Definitions. For the purpose of this Agreement, the terminology and land use categories used herein shall be construed and defined as follows.

(1) Business/Professional. The purpose of this land use category is to provide for business and professional uses that are intended to primarily serve the needs of local residents. Typical uses in these areas include, but are not limited to, the following:

(a) Legal services;
(b) Accounting services;
(c) Medical uses and services;
(d) Insurance services;
(e) Travel agencies; and
(f) General office uses.

(2) Business-Professional/Commercial. The purpose of this land use category is to provide space for services that function well in a small store front or retail environment. The intent is to integrate a variety of specialty retail activities and services (including any of the services described above as typical business/professional uses) in a single location and to provide a clustering of small buildings that fit the landscape of the parcel designated by this category. Large commercial uses, such as supermarkets, discount drug stores, furniture/major appliance retail and auto-related uses, would be prohibited.

(3) Residential. Residential land uses as permitted by the City of Roseville Zoning Code, as may be amended from time to time. "Low-Density Residential" refers to dwelling units per acre less than 6.0.

(4) Recreation Floodway. The portion of the subject property lying within the 100-year floodplain, as detailed by the Nolte Report on file with the Department of Public Works or as may be modified by mutual agreement of the parties, all of which is amenable to public recreational use, plus a portion of the subject property adjacent to the floodplain, as shown on the Schematic Development Plan, which complements and enhances the recreational opportunities and use of such floodplain.

(5) Frontage Improvements. The curb, gutter, sidewalk, and utility stub improvements (including without limitation, electric, gas, water, storm drain and sewer), and any fence,

soundwall, landscape, or lighting improvements, abutting a parcel.

Section 2. DEVELOPMENT OF THE PROPERTY

The permitted uses of the subject property, the density or intensity of use, the maximum height and size of proposed buildings, reservation or dedication of land for public purposes, location of public improvements, and other terms and conditions of development shall be those expressed in this Agreement, the Northwest Roseville Specific Plans and in the Schematic Development Plan. However, the size, configuration, height and location of proposed buildings and particular parcels of the subject property as described or shown in the Schematic Development Plan are illustrative only, and, therefore, subject to change as provided in Section 1(G).

2(A). **Permitted Uses**. City is bound to the uses permitted in this Agreement only insofar as this Agreement so provides or as may otherwise be provided by the City's laws or ordinances, subject to the limitations of Section 3(F) hereof. City agrees that land use is granted and grants herewith to the subject property as follows: 8.4 acres, more or less, of Business/Professional; 10.7 acres, more or less, of Business-Professional/Commercial; 67.8 acres, more or less, of Low-Density Residential, providing 325 dwelling units (which units are in addition to and do not include the units which are the subject of the density transfer described in Paragraph 5 of the Recitals); 18.5 acres, more or less of Recreation Floodway; 9.0 acres, more or less, of Park; and 10.8 acres, more or less, of school site reservation, all as more particularly shown in Exhibit "B".

2(B). **Additional Density and/or Density Transfer**.

In addition to the land uses for the subject property set forth in Section 2(A) hereof, Landowner may, subject to the approval of the City, increase the density of the subject property by 485 units (or any lesser amount thereof) and/or transfer the balance of said 485 units not used within the subject property to any other property or properties within the Plan Area, in accordance with the terms of this Section 2(B). Any such density transfer shall not affect or reduce the land uses described in Section 2(A), but shall reduce the total allocation of residential units for the subject property previously granted by Resolution 85-207. Any such density transfer shall be subject to the following criteria.

(1) No more than two (2) applications to transfer density may be submitted by Landowner to the City (provided any application that is denied by the City shall not be counted against such limitation). The first application to be submitted by Landowner shall request a transfer of not less than 242 units. The second application shall be for the balance of said 485 units (or any lesser portion thereof). Each application must identify the location to which the units

will be transferred and detail by schematic drawing where they will be constructed.

(2) The first application shall set forth in the number of units to be made affordable to low or very low income households (at least 8.4% of such transfer) and to middle income households (at least 16.3% thereof). The second application shall set forth the number of units to be made affordable to low or very low income households (in order to obtain a total 41 such reserved units based on both transfers) and to middle income households (in order to obtain a total of 79 such reserved units).

(3) The proposed transferee shall be subject to the approval of the City, which approval shall not be unreasonably withheld. The proposed transferee shall also agree, as part of such application, that the property to receive such units shall be bound to provide the mix of affordable units described in said application, in accordance with the affordable housing mechanism described in Section 2(C) hereof.

(4) An environmental review shall be conducted by the City concerning the impacts, if any, of such density transfer, pursuant to the California Environmental Quality Act.

(5) The Planning Commission shall review each application and make a recommendation to the City Council for final action thereby.

Landowner has three (3) years from the date of this Agreement to submit and obtain City approval for its first application (provided such period shall be extended during City review of any first application submitted prior to the expiration of said three years). The second application (if any) must be submitted and receive approval within six (6) years of the date hereof (subject to extension pending review). If the first application is not submitted and approved by said three years, then the total amount of units that may be transferred (or allocated to the subject property) hereby shall be reduced by 242 units (which units may be used and/or reallocated by the City without any limitation being imposed by Resolution 85-207); thereafter, any transfer of the remaining units shall be the subject of only one (1) application, which application must be submitted and approved by the City within six (6) years of the date hereof (subject to extension pending review). If the remaining units are not transferred within such time, then all obligations of City under Resolution 85-207 shall be deemed satisfied and the remaining units may be used and/or reallocated by the City.

To ensure that the City's affordability goals are met, Landowner agrees that the portion of the subject property described in Exhibit "C" hereof (the "set-aside land") shall be reserved for low and middle income housing that <u>may</u> be required in connection

M3717 P0572

with development of the subject property. Landowner agrees that the set-aside land shall not be developed until either (i) all 485 units described above are transferred or (ii) the units that have not then been transferred are, at any time, returned to the City and/or a portion thereof is designated by Landowner for construction on the subject property, which designation shall be subject to approval by City. In consideration of such reservation, Landowner may develop the balance of the subject property without being required to offer any units therein for low or middle-income affordability.

If all 485 units are transferred or if all the non-transferred units are returned to the City, then the subject property (including the set-aside land) shall be deemed to have satisfied its affordable housing requirements and no units thereon shall be required to be offered for low or middle-income affordability. If any of said units are designated by Landowner for development within the subject property, then Landowner's affordability obligation shall be ten percent (10%) of the total number of units to built within the subject property, (including the 325 units allowed by Section 2(A)), which participation shall be in accordance with the affordability program described in Section 2(C). Said ten percent (10%) shall be evenly divided between low- and very low-income affordability (5%) and middle income affordability (5%); any and all single family units sold within the subject property during the term of this Agreement at prices affordable to middle-income households shall be counted against such 5% obligation.

With respect to any transfer of said 485 units (or portion thereof), development of the units to be transferred, or any portion thereof, will require compliance with dedication of park land (or in-lieu fee) by the transferee thereof.

The provisions of this Section 2(B) shall be assignable by Landowner independent of the balance of this Agreement. Accordingly, upon any such assignment, the assignee shall be responsible for satisfying all the conditions of any proposed transfer and Landowner acknowledges and agrees that its ability to develop the set-aside land will be dependent upon the actions of said assignee with respect to such density transfer.

2(C). <u>Density Banking</u>.

In addition to the transfers planned above, the parties acknowledge that as the subject property develops and the tentative subdivision map is approved and the final subdivision map is recorded, the actual density realized may be less than the 325 units planned therefor. The City agrees that, notwithstanding the City's standard policy that any underutilized units be forfeited to the City, in consideration of this Agreement, Landowner may retain units from the 325 units allocated to the subject property (to the extent that the actual density is less than the planned density therefor) for the purpose of relocating and developing such unused units within the Plan Area, pursuant to the procedures set forth in this

Section 2(B). The amount of any unused units shall be determined upon approval of the final subdivision map for the subject property, which amount (less the amount of any units relocated pursuant to the provisions below) shall be maintained by the Planning Department.

Any proposed relocation of unused units shall be given in writing to City when an owner of another parcel within the Plan Area files an application for a tentative subdivision map for his parcel and proposes to receive any of the unused units (the "receiving parcel"). Any such proposed relocation shall require the approval by the City of a Specific Plan Amendment and General Plan Amendment for the receiving parcel, which required approval shall be subject to appropriate environmental review thereof, considering the EIR described in paragraph 4 of the Recitals hereto and any supplemental environmental analysis related to the Plan Area. The parties agree that in considering any such proposed relocation, the City shall retain its normal discretion to approve or disapprove any such General Plan Amendment, Specific Plan Amendment, tentative map, site plan or other land use application required as part of the proposed relocation. **Provided however**, the approval or disapproval of any proposed relocation of unused units to any portion of the Plan Area designated as Urban Reserve by the Specific Plan shall be at the City's sole, arbitrary and absolute discretion.

The City acknowledges and agrees that Landowner may make as many applications for such relocations as it may desire. Landowner's ability to have the necessary entitlements reviewed and acted upon by the City shall not be limited by any limitation subsequently enacted by the City regarding amendments to its General Plan or Zoning. Furthermore, in consideration of Landowner's parkland dedications, support for the landscape and lighting district described herein, and affordable housing participation hereunder, any such relocated units shall not be required to make any additional parkland dedications, shall be entitled to the park fee credits described herein, and shall not be required to satisfy any additional affordable housing requirements.

2(D). **Affordable Housing**.

Except as otherwise provided by Section 2(B) hereof, Landowner shall comply with the current Housing Element of the City General Plan, as implemented by the policies and strategies set forth in the NWRSP.

Accordingly, to make housing opportunities affordable for low-income and very low-income households, Landowner agrees that, with respect to multi-family development of the transferred units (or within the set-aside land, if required) and upon the application of a building permit for development thereof, Landowner shall offer the corresponding percentage of units therein (as described in Section 2(B)) to the City for low-income and very low-income affordability. Such low-income and very low-income affordability shall be subject to an agreement with the City, specifying the number of units to be

reserved and the period of such reservation, provided the City shall compensate Landowner for two-thirds (2/3rds) of the net present value (discounted at a reasonable rate of interest based on the length of such reservation) of the loss of rental revenue that would be expected to accrue over the period that such units are reserved. Such compensation may be made in cash, by fee reduction, by an increase in value attributable to a density bonus, or any other form agreeable to the Landowner and City; such compensation shall be paid within the later of (i) nine (9) months after Landowner applies for a use permit to construct multi-family units thereon, or (ii) one (1) month after Landowner applies for a building permit therefor. The offer of such units with respect to the transferred units (or within the subject property) for low-income and very low-income affordability shall expire and Landowner's obligation with respect thereto shall be deemed satisfied if the City fails to enter into such an agreement with Landowner within six (6) months after Landowner applies for a use permit to construct multi-family units, unless such failure is due to any failure of Landowner to deal in good faith; provided, the City may elect to reserve less than the total number of offered units, based on the level of compensation that can be provided by the City, and provided further, if the needed subsidies are not then available for the entire reservation, the City may defer such reservation (or the unfunded portion thereof) for a period not to exceed twelve (12) months from the date of completion of the development of the entire Parcel. In the event of any such deferral, Landowner shall not be restricted from renting any of its units within its development unless and until the City and Landowner agree to the number to be reserved and the period of such reservation (and to the compensation therefor calculated in the manner described above) with respect to such deferred units; upon such agreement, for units then available, and as units thereafter become available, Landowner shall offer such units to the City pursuant to the reservation agreement. For purposes hereof, units will be deemed to "become available" if and when a tenant voluntarily elects to vacate the premises and not renew its lease for the premises. If no agreement is reached between Landowner and City with regards to the deferred units by the end of the deferral period, the affordability requirements for such project shall be deemed satisfied, unless such failure is due to any failure of Landowner to deal in good faith.

For purposes of making housing opportunities affordable for middle income households, Landowner agrees that, upon the development of single-family units (either transferred or within the set aside land, as required), the corresponding percentage of units therein will be priced, at the time of sale, at or below the price that would then be affordable to a middle-income household (the "affordable units") and Landowner shall use its best efefforts to sell such units to qualifying middle-income households. Such best efforts shall include, without limitation, (i) special advertising prior to the release of the affordable units for sale indicating the availability thereof to middle-income households, (ii) maintenance of a waiting list of middle income households seeking housing

opportunities in Landowner's development(s), notification of such persons (and any such households provided by the housing coordinator for the City) prior to any release of affordable units, and the pre-release, by at least one day, of such affordable units to such notified households and (iii) for any affordable units for which contracts of sale are not entered into with middle income households after the above efforts, Landowner shall not enter into any contracts of sale for such available units, except for any middle-income purchasers, for one week after the release of the units to the general public; thereafter, if Landowner is still unable to attract qualifying middle-income purchasers for any remaining affordable units, Landowner shall be free to sell such units to the general public. Upon the close of escrow for each sale of an affordable unit to a qualifying middle-income household, Landowner shall notify the housing coordinator in writing of such sale and provide information verifying such qualification as middle-income. If Landowner sells any housing units at middle-income affordable prices to a middle-income household elsewhere within the subject property, then it may credit such sales against its above obligation by giving written notice thereof to the housing coordinator, along with information verifying such qualification as middle-income, and describing the Parcel against which the credit is to be applied. The sale of the applicable percentage of qualified units at such middle income affordable prices and the use of such best efforts to sell to qualifying middle-income households shall satisfy Landowner's obligations hereunder, no resale restrictions shall be required upon such sales, and no subsidies therefor shall be required of City.

2(E). Special Requirements Within the Plan Area.

2(E)(1). Park and Ride. Development of Parcel 18 of the subject property shall, at Landowner's expense, comply with the park and ride location requirements described by Policy 5, pg. 4-20, of the Specific Plan.

2(E)(2). Transportation System Management (TSM). All employers operating within the subject property shall comply (i) with the City TSM ordinance, including without limitation, any and all amendments thereto adopted after the date of this Agreement, (ii) with the TSM policies and elements described for the Plan Area on pgs. 4-16 and 4-17 of the Specific Plan, and (iii) with policy 4 described on pg. 4-20 of the Specific Plan, all in order to use their best efforts to achieve the trip reduction levels assumed in the EIR described in Section 4 of the Recitals.

2(E)(3). Trees. Landowner agrees to be bound by the tree policies described in Section 5.3.1 of the Specific Plan.

2(E)(4). Regional Air Quality. Landowner agrees to use its best efforts to comply with the existing and with the pending amendment of the regional air quality plan, once such amended plan is adopted by the City, provided such amended plan is applied uniformly throughout the City. If and when such amended plan is

adopted by the City, this Agreement shall be amended to incorporate the applicable provisions thereof.

2(E)(5). Mello-Roos Notification. Prior to Landowner's recordation of any final subdivision map for single-family use within the subject property, Landowner shall provide written notice to the Finance Director of City stating the number of lots contained within said subdivision. If the number of lots contained therein is less than the number described for the subject property in the Specific Plan, then such notice shall also state the number of available units, if any, that have been approved by the City for transfer pursuant to Section 2(C) hereof, the parcel(s), if any, to which such density has been transferred and which is assuming the special tax obligation associated therewith, and any adjustment to the maximum per-parcel special tax, due to any such transfer, as such adjustment is described in the tax methodology for the pending CFD. Also, if the number of lots created by such subdivision is less than the planned density therefor, then upon recordation thereof, Landowner shall also record a notice to prospective purchasers, in a form acceptable to the City Attorney, stating the actual maximum annual special tax that may be levied by the CFD on each lot within said subdivision, as such maximum special tax is subject to redetermination pursuant to the tax methodology for said CFD.

Section 3. OBLIGATIONS OF PARTIES

3(A). Dedications, Improvements, Credits.

3(A)(1). Documents. Within one hundred fifty (150) days of execution of this Agreement and adoption of the NWRSP, Landowner shall execute and deliver to City documents in proper form to meet the obligations as specified in this Section. With respect to dedications and conveyances of parcels and easements, at the time of each such dedication or conveyance, the parcel or easement being dedicated or conveyed shall be free and clear of (i) all monetary liens or encumbrances, except the City shall take title to the municipal golf course and to any easements within the subject property subject to the existing liens related to the Roseville/Foothills Boulevard Assessment District and the Roseville/Foothills Boulevard Extension Assessment District, and (ii) all non-monetary encumbrances, including without limitation any private development standards or CC&Rs, except for any such encumbrances existing prior to the date of this Agreement that do not interfere with the City's use of such parcel or easement.

3(A)(2). Park and Bike Trail Dedications. Within one hundred fifty (150) days of execution of this Agreement and adoption of the NWRSP, Landowner shall dedicate and convey to City and City shall accept:

(a) A parcel of 8.0 acres, more or less, shown on the Schematic Development Plan as Parcel 20a for use as a public

park, and an easement for maintenance vehicles to obtain access to such parcel, if such easement is deemed by the City to be reasonably necessary and which shall be acceptable thereto;

(b) A parcel of 1.0 acres, more or less, shown on the Schematic Development Plan as Parcel 20b for use as a public park and park parking;

(c) A parcel of 18.4 acres, more or less, shown on the Schematic Development Plan as Parcel 78, for recreation and floodway purposes;

(d) Bikeway easements within and through the WAPA powerline easement, the exact route and legal description of which shall be mutually agreed upon by the Landowner and City within said 150 days, provided such period may be extended in order to obtain any necessary consent thereto from WAPA.

In the event Landowner is required by the Army Corps of Engineers to provide wetland mitigation in connection with development of the subject property, City agrees to cooperate with Landowner in the location of any such required mitigation within the above parkland parcels, provided such location shall be subject to the review and approval of the Director of Parks and Recreation.

City acknowledges and agrees hereby that the above dedications satisfy Landowner's obligation pursuant to Resolution 85-207 to dedicate five (5) acres of parkland in consideration of the density transfer, **provided** that in addition to such dedications (which provide only three of the required five acres), Landowner shall install certain bridge structures and trails within the subject property, as more particularly described and shown on Exhibit "D".

City agrees hereby that the dedications and improvements described above satisfies the Landowner's City-wide park dedication requirements for the approved development of the subject property, in consideration of which, Landowner shall receive the credit for such parkland dedication provided by the City-wide park fee ordinance, as such credit may be changed from time-to-time, but which credit shall in no event be less than $372 per single-family (and multi-family, if applicable) dwelling unit. City also agrees that the dedications of the park sites described above satisfies the subject property's neighborhood dedication requirement and, in combination with the Landowner's agreement to support the formation of the lighting and landscape district described in Section 3(B) that will fund park improvements within the Plan Area, Landowner shall receive a complete credit against, and have no obligation to pay, the Residential Construction Tax, as may be amended, with respect to its construction of single-family (an any multi-family) units permitted hereunder within the NWRSP. Furthermore, City agrees that any Residential Construction Tax collected by the City from other developers within the Plan Area shall be used within the Plan Area for acquisition and/or development of park land therein.

3(A)(3). School Site Reservation. 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 intent of the Roseville Elementary School District ("Roseville Elementary") to reserve sites for schools in accordance with the NWRSP, Landowner shall reserve an opportunity for Roseville Elementary to purchase the school site within the subject property shown as Parcel 21 on the Schematic Development Plan. Such reservation shall expire two (2) years after the effective date of this Agreement. The purchase price shall be equal to the fair market value of the property determined as of Roseville Elementary's exercise of such opportunity to purchase and in accordance with State appraisal requirements. In the event of such exercise, the purchase shall close within one hundred twenty (120) days of the determination of such value. Provided however, Landowner and Roseville Elementary intend to enter into a separate lease/option agreement regarding this school site, which may involve the placement of portable facilities on-site and the participation of the City Park District for installation of turf and irrigation prior to the purchase of the site by Roseville Elementary. Accordingly, notwithstanding anything to the contrary herein, the provisions of this paragraph regarding the reservation and purchase of the school site shall be superceded and of no further force or effect upon the execution of any such lease/option agreement between Landowner and Roseville Elementary and the recordation of a memorandum thereof against Parcel 21.

Because of the recent failure of a Mello-Roos election for school facilities, Roseville Elementary and Roseville Joint Union High School (the "School Districts") are concerned that additional mitigation for elementary and high school facilities, as the need for such high school mitigation is noted in the EIR, needs to be in place prior to development of the Plan Area. Landowner agrees to meet and confer in good faith with the School Districts to review and establish the extent of their need for such additional mitigation and try to reach a mutually satisfactory solution, in conjunction with other large landowners within the relevant boundaries of the School Districts, for satisfying any such need. Potential solutions may include, but are not necessarily limited to, resubmission of the Mello-Roos election to the City voters, or establishment by the City of some alternative financing mechanism that provides equitable District-wide mitigation (to the extent the City has the legal authority to do so). Landowner and the School Districts agree to use their best efforts and due diligence to review and establish the extent of the School Districts' need and develop any necessary District-wide mitigation that is mutually acceptable to them and other affected landowners, all within three (3) months from the date of this Agreement. In the event such need cannot be established and/or such agreement on the best solution cannot be reached between the affected parties within such time, or at any time prior thereto, Landowner or the School Districts may request that the City, through its City Manager, facilitate and/or mediate such discussions to assist in the resolution thereof.

If Landowner and the School Districts are still unable to reach an agreement acceptable to all affected parties within six (6) months of the date of this Agreement, then City may impose a fee on development within the subject property to mitigate the impact of development of the subject property on the School Districts (or implement any other equitable solution that it deems appropriate), based on the need established by the School Districts for such mitigation, provided any such mechanism or solution shall be established no later than one (1) year from the date of this Agreement, and provided further that any such fee shall be imposed (to the extent required for mitigation) on any other properties in the Plan Area and in the North Central Plan Area, if and when the City enters into a Development Agreement with respect thereto, and on any other undeveloped properties within the City, to the extent the City has the legal authority to do so. Landowner may protest, during the hearings on the adoption of such fee (or solution), the area proposed to be included by the fee and the amount of the fair share allocated by the City to the subject property in establishing such fee, provided that Landowner shall pay any such fee or surcharge and/or participate and fully support any solution that is finally adopted by the City Council of the City. All residential subdivision maps or multi-family projects approved after the date of this Development Agreement shall be subject to any such fee (or solution) and, in any event, Landowner shall be responsible for the amount of any such fees that cannot be collected due to any sale of homes or completion of units prior to such adoption; any such responsibilty may be paid by Landowner or may be spread to the balance of the subject property that has not then been sold or developed.

In addition to such reservation and agreement, Landowner agrees to pay, upon issuance of building permits within the subject property, the school fees currently authorized to be collected by State law upon the issuance of building permits, including without limitation, the annual adjustments allowed to be made to such fees. Landowner agrees that, for purposes of determining the amount of square footage within a residence (which square footage determines the amount of the fee to be paid upon permit issuance), the amount of hall, bathroom and closet space shall be included therein, and garage space shall be excluded therefrom, notwithstanding any change in interpretation of State law authorizing these fees, provided however, if any such change in interpretation or in the fee program would result in a greater fee being collected upon permit issuance and either of the School Districts is required by the State to collect such greater fees in order to participate in any matching programs, then Landowner shall pay the greater amount.

Notwithstanding anything to the contrary in Section 1(D) hereof, Landowner and City agree that the School Districts are and shall be intended third-party beneficiaries of this Section 3(A)(3).

BK3717 PG306

3(A)(4). Electric Powerline Dedication. Within one hundred fifty (150) days of execution of this Agreement and adoption of the NWRSP, Landowner shall execute and convey and City shall accept a twenty-five (25) foot easement within the subject property for utility transmission purposes, adjacent on the north side of the existing WAPA powerline.

Reasonable access to the easement shall be provided in such a manner to permit the performance by the Department of construction, maintenance and repair of its facilities within its easements. Any manmade obstructions constructed after the date of this Agreement which would prevent the Department from performance of such construction, maintenance or repair shall be removed at Landowner's sole expense.

3(A)(5). Circulation Dedications and Standards. Within one hundred fifty (150) days of execution of this Agreement and adoption of the NWRSP, Landowner shall grant and convey, in further consideration of the land use granted herein, that portion of its property as may be required for the construction of the circulation improvements enumerated in Section 3(A)(6)(d) hereof, provided that Landowner may be entitled to compensation for a portion of any such dedication of Baseline Road, as more particularly set forth in said Section. 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 NWRSP, as finally determined by the Director of Public Works. Any such determination shall not expand the scope of the improvements and the amount of right-of-way set forth in the NWRSP, unless any such change is due to an amendment to the NWRSP and/or transfer of units that affects the need for additional circulation improvements.

3(A)(6). Improvements. Landowner shall pay or provide financial security acceptable to the City for its fair share of the costs to construct the following improvements. With respect to any landowner within the Plan Area who does not participate in the CFD described in Section 3(A)(7), the City shall use its best efforts to require such landowner to pay its fair share of the Plan Area's responsibility of the following improvements in proportion to the benefit derived by its property.

(a) Sewer Improvements. Sewer improvements involving extensions, hook-ups, lift-stations, and main facilities shall be constructed as described in Exhibit "E". Landowner acknowledges that City is developing an ordinance to impose a sewer surcharge, to be assessed and collected upon the issuance of building permits, to raise funds for construction of additional transmission facilities to connect the existing regional sewer treatment plant with the communities of Roseville, Rocklin and Placer County. In conjunction therewith, City is also developing an annexation fee for those portions of the Plan Area that are not currently located within the North Roseville/Rocklin Sewer Assessment District.

BK3717 PG81

Landowner agrees that this Development Agreement shall not excuse or waive Landowner's obligations under said ordinance and that Landowner shall pay such surcharge (and fee, for those portions of the subject property not within the District) on all building permits within the subject property issued after such ordinance becomes effective. The City shall adopt said ordinance within one (1) year of the date of this Agreement, provided the City may extend such time for adoption an additional six (6) months by giving written notice of the need for such extension to Landowner; otherwise, with respect to any adoption of such ordinance thereafter, the City agrees to be solely responsible for the share of any funds that would have been raised had the ordinance been in effect by such time for adoption, as may be extended. Landowner may protest, during the hearings on the adoption of such ordinance, the area proposed to be included by the surcharge and the benefit allocation used to establish the amount of such surcharge (and fee), provided that Landowner shall pay the surcharge that is finally adopted by the City Council of the City.

(b) Water Improvements. City acknowledges that a trunk water main as described in Exhibit "F" would be adequate, on an interim basis, to serve the needs of the Plan Area and that the cost of such facility is estimated to be $1.425 million. Landowner agrees to support (and not oppose or protest) the inclusion of said $1.425 million in the pending CFD to fund the Plan Area's share of the water facilities to be built, provided that the City may (but shall not be obligated to) elect to build an alternative system depending upon (i) its election to provide for the North Central and/or the North Industrial Plan Areas of the City and/or (ii) its ability to obtain funding therefor from other landowners. If the City obtains such participation and installs an alternative system such that the Plan Area's proportionate share of the cost thereof is less than said $1.425 million, then remaining funds shall be used to pay the Plan Area's reimbursement obligations described below.

The parties further acknowledge that in consideration of trunk water main improvements required to serve the Plan Area to be installed by others, the Plan Area is responsible to reimburse such other developers for the Plan Area's share of the costs of such improvements for the benefit derived thereby. The parties agree that such reimbursement obligation shall be provided by a water surcharge to be collected on the issuance of each building permit within the Plan Area. Such surcharge shall initially be equal to $250.00 per single-family dwelling unit equivalent ("due"), provided City acknowledges that the amount of such surcharge may decrease, down to but not less than $100.00 per due, depending on the level of participation by the City and other landowners in the installation of an alternative water system. Landowner agrees to cooperate with the City in the adoption of such ordinance (and any necessary amendments thereto) and, upon adoption thereof, Landowner

agrees to pay the surcharge, in the amount and when required thereby. The City shall adopt said surcharge ordinance within six (6) months of the date of this Agreement, provided the City may extend such time for adoption an additional three (3) months by giving written notice of the need for such extension to Landowner; otherwise, with respect to any adoption of such ordinance thereafter, the City agrees to be solely responsible for the share of any funds that would have been raised had the ordinance been in effect by such time for adoption, as may be extended.

(c) Drainage Improvements. Prior to the development of any parcel(s), including without limitation the approval of a subdivision map, use permit or site review for any such development, a drainage plan shall be prepared at the expense of the Landowner for the Pleasant Grove Creek watersheds. Such drainage plan shall be designed to ensure that the proposed development will meet the requirements of the City's Department of Public Works standards, and shall be subject to the review and approval of the City Council. Landowner shall be responsible for the costs (or pro-rata share thereof) of installing all improvements required by said plan, to the extent such improvements benefit the subject property. City shall use its best efforts to facilitate the cooperation and coordination of all affected property owners in the design and preparation of the drainage plan (including without limitation, property owners located outside the Plan Area) and shall use its best efforts, upon completion of the drainage plan and identification of necessary improvements related thereto, to create an equitable financing mechanism to fund those drainage improvements that benefit more than the subject property. Furthermore, Landowner shall be responsible for its pro-rata share of the cost to design and construct the retention basin proposed within the golf course property, to the extent such improvement benefits the subject property, as such pro-rata share is determined by the Director of Public Works in accordance with sound engineering practices.

(d) Street Improvements. Street improvements to be constructed hereunder involve major arterials and collectors to service the subject property, as described in Exhibit "H". A major street plan for the NWRSP consists of five (5) major arterials; Foothills Boulevard, Pleasant Grove, Baseline Road, Cook-Riolo Road, and Junction Boulevard, and includes two (2) major collector streets; Country Club Drive and Wakefield Drive. Foothills Boulevard will be a six-lane arterial throughout the Plan Area and Pleasant Grove will be a six-lane arterial from its intersection with Cook-Riolo Road to the eastern edge of the specific plan boundary (the balance of Pleasant Grove, as shown on Exhibit "B", will be a four-lane arterial). Baseline Road, Cook-Riolo Road and Junction

Boulevard will be four-lane arterials and Country Club Drive and Wakefield Drive will be two-lane collectors.

(i) Except as otherwise set forth below, Landowner shall be responsible for the costs associated with paving the first (1st) lane (eighteen (18) feet, except as otherwise set forth below) of each street, and Frontage Improvements, for the portion of such streets that abut the subject property. For purposes of this Agreement, the first lane of paving for Country Club Drive and Wakefield Drive shall be deemed to be twenty-one (21) feet and the first lane of paving for Baseline Road shall be deemed to be twenty-seven (27) feet. Landowner shall also be responsible for its share of the costs associated with the construction and installation of the landscaped median to be located within Pleasant Grove Boulevard, which landscaping shall be installed upon completion of the paving and median.

To finance the additional lanes of paving for the streets within the Plan Area, Landowner shall be responsible for paying the adopted City-wide Traffic Mitigation Fee, to be collected upon issuance of building permits, the amount of which fee is currently $2,185 per equivalent single family dwelling unit within the Plan Area, subject to adjustment as provided in the adopting ordinance. Because the subject property has previously financed the construction of four (4) lanes of Foothills Boulevard and because the pending CFD will be installing facilities that would otherwise be funded by said fee, Landowner shall receive a credit against such Traffic Mitigation Fee upon the issuance of building permit(s) within the subject property (or reimbursement shall be paid from the Traffic Mitigation Fee to any developers within the subject property who are issued building permits prior to the establishment of such credit), provided the amount of such credit shall be determined by the City by an amendment to the Traffic Mitigation Ordinance. The amount of such credit is estimated to be approximately $415 per edu. City agrees that it shall use its best efforts to adopt such amendment within one hundred eighty (180) days of the date hereof.

(ii) The City shall be responsible for the costs associated with construction of all additional lanes to Pleasant Grove, Baseline Road, Cook-Riolo Road and Junction Boulevard, where said streets are within the Plan Area. The City shall also be responsible for the costs associated with paving the first (1st) lane (18 feet, except as noted above) of each street, and Frontage Improvements, and one-half (1/2) the costs of utilities (lateral water, sewer, storm drain and electric, but not collector or trunk facilities) for the length of each

street (other than the major streets described above, the construction of which is intended to be funded by the CFD described in Section 3(A)(7)), within the Plan Area that abuts the park properties described in Section 3(A)(2); to the extent such improvements are installed by the Landowner, the City shall reimburse the costs of such installation from the funds to be collected from the landscape and lighting district, as such funds become available. Also, the City shall be responsible, at its sole cost, for relocation of the existing powerlines along Baseline Road and for any relocation of the existing powerlines within the proposed municipal golf course associated with the development thereof.

(e) Electric Improvements. Landowner, at its sole expense, shall extend electrical facilities to serve all traffic signals and street lights and install street lights within the Plan Area. Other electric improvements, including conduit within all streets within the Plan Area, stubs within the Frontage Improvements and the electrical facilities within such conduit and stubs, shall be installed at the Landowner's sole expense, in accordance with the Electric Department Specifications entitled City of Roseville Electric Department Specification for Commercial Construction, as they may be revised at the time of Landowner's installation. The installation of all electrical facilities within the easement described in Section 3(A)(4) shall be at the City's sole expense.

(f) Highway 65 Interchanges. Landowner agrees hereby that it shall not oppose or protest, shall waive any provisions of the Majority Protest Act if applicable, and shall support, the formation of any financing mechanism (including without limitation, an assessment district or fees based on traffic generation) that may be adopted by the City or the pending regional transportation agency for the purpose of funding the Plan Area's fair share of the Pleasant Grove/Highway 65 Bypass Interchange and/or its fair share of the Blue Oaks/Highway 65 Interchange. Landowner may protest, during the hearings on the formation of such mechanism, the area proposed to be included thereby and the benefit allocation used to establish the amount to be paid or assessed to the subject property, provided that Landowner shall agree to the assessment or pay the fee that is finally adopted by the City or agency.

(g) Public Improvements. City agrees that all public improvements to be installed within the Plan Area and the electric substation to be installed to serve the Plan Area (but located to the west thereof) will utilize similar design standards as adjacent private development. Such standards shall include similar landscaping, frontage improvements, walls and fences, architectural style and building materials. Such design shall be coordinated with the Planning Director of the

City to insure consistency with this Agreement. In consideration thereof, Landowner agrees that it shall not impose any private development standards or CC&Rs or other such restrictions on development on any portion of the subject property to be dedicated hereunder to the City or other public entity for public use.

(h) Municipal Golf Course. Landowner agrees that, in consideration of the City's commitment to fund the construction of the municipal golf course within the Plan Area, if at any time during the construction and initial operation of such course the City needs additional funds to cover any funding shortfall not otherwise covered by the financing to be obtained by the City therefor, the City may levy and use any available special tax increment, up to but not in excess of such shortfall, but in no event greater than $250,000 per annum, provided the City's ability to levy and collect any such increment shall be limited to four (4) consecutive years, commencing with the first levy of the special tax by the CFD. The available special tax increment, if any, will be equal to the difference between the maximum permitted tax for the parcels within the CFD and the actual tax calculated therefor pursuant to the tax methodology for the district, as more particularly described therein.

3(A)(7). Community Facilities District. Landowner, in conjunction with other landowners in the Plan Area, is supporting and hereby agrees to continue its support for the formation of a Community Facilities District ("CFD") to finance the improvements identified in Exhibits "E" through "H" hereto (excluding the Frontage Improvements and one (1) lane of paving adjacent thereto), plus the electric improvements identified as Landowner's responsibility in Section 3(A)(6)(e), in order to satisfy Landowner's improvement obligations described in Section 3(A)(6) above. Landowner agrees that in determining the maximum special tax to be imposed against the subject property and other property in the Plan Area, it shall support the exclusion by the City of all portions of the subject property to be reserved or dedicated for public use from the levy of such special tax.

3(A)(8). Timing of Development. Subject to the provisions of Section 3(C)(3), development of the subject property may proceed at the time that improvements referred to in this Section are completed, or when a method to finance Landowner's pro rata share of the cost of the extension of such services and installation of improvements has been provided or assured, provided with respect to Landowner's obligations under Section 3(A)(3), such development may proceed as long as Landowner is not in default of any of its obligations thereunder, and provided further that the Frontage Improvements (and one (1) lane of paving adjacent thereto) abutting any parcel of the subject property shall not be required to be installed until such time that development has commenced thereon. The City acknowledges that the formation and funding of the CFD

described in Section 3(A)(7) which provides for such installation will satisfy the requirement to provide the financial assurances required by City pursuant to this Section 3(A)(8).

3(B). Landscape Corridors.

3(B)(1). Description of Corridors. Landowner, upon development of each parcel within the subject property or earlier on demand of City, shall dedicate to the City the following landscape corridors abutting single-family parcels within the subject property and shall execute an open space easement or restrictive covenant in favor of the City establishing and preserving the following landscape corridors abutting such multi-family and non-residential parcels. Because a portion of the public right of way for each of the streets described below is planned to be landscaped, the width of such required dedication, easement or restrictive covenant shall be the amount which, when added to the width proposed for landscaping within the right of way, provides the total landscape corridor width set forth below.

(a) A landscape corridor, 50 feet in width, more or less, adjacent to commercial uses and 30 feet in width, more or less adjacent to single-family residential uses, on the east side of Foothills Boulevard.

(b) A landscape corridor, 50 feet in width, more or less, adjacent to commercial and business/professional uses, on the south side of Pleasant Grove Boulevard.

3(B)(2). Installation and Maintenance. Landscaping for residential, commercial, office or any other private use to be developed within the subject property shall be installed by Landowner, in accordance with the Landscaping Design Guidelines to be submitted to the City for approval within thirty (30) days of execution hereof.

(a) Landowner shall submit to City, as parcels are developed, final landscaping plans which shall be subject to review and approval by the Planning Director of the City and shall be consistent with the Landscaping Design Guidelines to be approved by the City.

(b) Landowner shall record Conditions, Covenants, and Restrictions, (CC&Rs) which require the owner of any property adjacent to the landscape corridors described in 3(B)(1) where the same abut any portion of subject property zoned for multi-family, commercial or office uses to maintain any landscaping located within the landscape corridor in the same or better condition as when initially installed. The provision in such CC&Rs which imposes such maintenance requirement shall be in a form approved by the City Attorney, provided such approval shall not be unreasonably withheld. Such maintenance provisions shall include the following:

(i) That any association of commercial landowners (or Declarant) shall have the authority, including but not limited to legal actions, to enforce the landscape maintenance provisions of this section and to assess the association members (or property owner) for enforcement costs.

(ii) That City shall have standing, as agent of the association (or as intended third-party beneficiary of Declarant), to bring any action in the name of the association (or Declarant), to the extent the association (or Declarant) has the authority to do so.

(iii) That in the event City, as agent for the association (or Declarant), prevails against a party and obtains a judgment, City shall be entitled to its costs of suit and reasonable attorneys' fees, in addition to any damages awarded in such judgment. Judgment shall be against the party individually, and may be recorded as a judgment lien against the property, at the option of City.

(iv) That in the event of any failure to comply with any of the maintenance provisions, the City may elect, but shall have no obligation, to perform the maintenance work required and recover its costs therefor, plus an amount equal to fifty percent (50%) thereof as liquidated damages therefor.

(c) Landowner shall maintain, until formation of the district described in Section 3(B)(3)(a) below, all landscaping installed within any landscape corridor that is adjacent to portion(s) of the subject property zoned for single-family use in the same or better condition as when initially installed.

(d) Landowner shall support formation of the landscape and lighting district described below, provided (i) the maximum annual assessment by such district shall not exceed $100 per single family lot or parcel zoned for single-family use and (ii) no amounts shall be assessed against multi-family or non-residential uses within subject property. In consideration of such support and the park dedications described in Sections 3(A)(2), and upon the formation of such district, the Landowner shall receive a full and complete credit against the City's Residential Construction Tax, notwithstanding any changes or increases thereto that may be made during the term of this Agreement. City further acknowledges that such agreement to support the formation of the assessment district to fund the maintenance and improvements described below is in-lieu of any landscaping or park fee (except for the portion of the City-wide park fee agreed to be paid by Landowner pursuant to Section 3(A)(2)) or any other charge that may be assessed against development to fund the maintenance of public landscaping or the acquisition, development and/or operation of

the City parks. In consideration thereof, the City will not, during the term of this Agreement, levy, collect or otherwise impose any such landscape maintenance and/or park fee (except for said portion of the City-wide park fee) or other such charge upon any development within the subject property, so long as Landowner is not in default of this agreement to support the formation of said district and such development is in accordance with this Agreement, unless any such fee is imposed City-wide (or throughout the Plan Area) upon developed and undeveloped property.

3(B)(3). City Obligations Respecting Landscaping. Landscaping pursuant to this Section 3(B) requires that the 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 of landscaped medians, for the maintenance of landscape corridors adjacent to residentially zoned portions of the subject property, for the maintenance of the vernal pool preserves identified in the Specific Plan (provided the maximum annual amount therefor shall not exceed $2,000), and for the installation of park improvements, including without limitation, construction of joint-use recreational improvements with a school district or other public entity (but not for any improvement of the City-wide Park or the municipal golf course) and construction and maintenance of bike trails within the Plan Area. City acknowledges and agrees that the use of such funds from the district shall be subject to the following priorities: first, the maintenance of landscaping installed within the medians and residential corridors; second, the payment of debt service related to the installation of basic park improvements (such as, turf and irrigation), or the installation of such basic park improvements, as neighboring residential projects are developed within the Plan Area; third, the maintenance of the designated vernal pool preserves; and, fourth, the payment of debt service related to the installation of additional park improvements within the Plan Area (including the installation and maintenance of bike trails), or the installation of such additional park improvements (or the creation of reserves therefor), to the extent the other priorities are satisfied. The City may authorize the district to issue debt to fund the construction of any of the above authorized improvements and use the funds generated by the assessments to pay the debt related thereto, so long as the above priorities are maintained. None of these funds are to be used for any costs associated with the acquisition or development of the City-wide Park (Parcels 74 and 75), including without limitation, the cost of frontage, utilities and street improvements in connection therewith, or for the costs of maintenance of park improvements, other than the bike trails.

(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). Review, Approval and Acceptance of Improvements.

3(C)(1). City agrees that it will accept, in good faith, for processing, review, and action, all applications for development permits or other entitlements for use of the subject property in accordance with the Schematic Development Plan and this Agreement, and shall act upon such applications in a timely manner, provided however, notwithstanding anything to the contrary in the provisions of the Subdivision Map Act of the State of California, Landowner expressly waives the 50-day time limit for action by an advisory agency on a tentative map and further waives the 30-day time limit for action by the legislative body after filing of the report thereon from the advisory agency, provided that the City Council of the City shall act on any tentative map within 150 days of the filing thereof with the City. City also agrees that it will accept, in good faith, for processing, review, and action, any and all engineering design and improvement plans for the construction of the improvements required hereunder and for the development of the subject property, and shall act upon such plans in a timely manner. City shall review such submissions for consistency with this Agreement and the EIR for the NWRSP, all in accordance with the requirements of CEQA.

3(C)(2). City shall inform Landowner in advance, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use, and review the application or schedule the application for review by the appropriate authority in a timely manner, once all required submission materials are accepted as complete by the City. Landowner acknowledges hereby that the City has the authority to charge Landowner fees in an amount necessary to defray costs directly attributable to performing the services described in Section 3(C)(1) above and that this Development Agreement shall not affect such authority of the City.

3(C)(3). If the improvements described in Section 3(A)(6)(a)-(f) have been completed and/or the City has received financial assurances adequate to assure timely completion of such improvements or payment for the applicable share thereof, if Landowner is not in default of any of its obligation under Section 3(A)(3) hereof, and if all other utilities and essential public services are available to the subject property, City shall not refrain from approving subdivision or parcel maps nor shall it cease to issue building permits for the subject property, provided that such approvals or issuances may be conditioned upon Landowner's completion (or provision of financial assurance thereof) of any Frontage Improvements (and one (1) lane of paving, if required hereunder) for the portion of the subject property so approved for development and provided further that the issuance of a Certificate of Occupancy related thereto may be conditioned upon completion of the

improvements necessary to serve the portion of the subject property approved for development and upon Landowner's continuing compliance with the obligations set forth in Section 3(A)(3).

3(C)(4). Upon approval of any such development entitlements and/or engineering design and improvement plans, City shall timely review Landowner's construction thereof to ensure compliance with this Agreement and with the conditions of said approval(s). Upon completion of such construction in compliance therewith, City shall, in a timely manner, review such completed work and issue a Certificate of Occupancy, Notice of Completion, final inspection or other such final approval for the private improvements so completed and accept for ownership and maintenance the public improvements so completed.

3(D). **Reimbursement**. The City's obligation under this Agreement to reimburse the share of the cost of any improvements benefitting property other than the Plan Area and funded by the pending CFD shall be satisfied in accordance with the provisions of this Section 3(D). Reimbursement shall be paid to the CFD, annually, on or before the City's determination of the special tax for each year of the CFD, to the extent City collects monies from the benefitted properties (which may be by bonds issued by a financing district, or by fees, charges, assessments or taxes levied or assessed by the City, in relation to funding the cost of these improvements). Any such reimbursement shall be paid with interest, at the Engineering News Report Construction Cost Index, stated as of the Date of this Agreement, over the period from the time the improvement is accepted by City until reimbursement is made. To the extent monies collected are required to be shared with other Plan Areas or developers, the CFD shall receive its proportionate share of such monies.

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 any improvement or use, or benefit therefrom, unless and until such owner or user has paid to City its proportionate share of the cost thereof. City's obligation to make such reimbursements as described above shall terminate on the date this Agreement terminates, except for any reimbursement funds collected by City prior to such termination, which shall be paid at such time.

3(E). **Coordination of Responsibilities**. City acknowledges that some of the dedications and improvements in this Section will benefit property within the 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, and if necessary, reimburse Landowner for costs advanced, improvements constructed, or dedications made for the benefit of the other party.

3(F). Rules, Regulations and Official Policies.

(1) Development of the 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, regulations, ordinances, or official policies are inconsistent with the permitted uses, density and intensity of use, height and size of proposed buildings, reservation or dedication of land for public purposes, or the obligation to pay any fee for landscape maintenance or improvements or for park acquisition, maintenance or improvements (other than the portion of the City-wide park fee agreed to be paid hereunder or any such fees applied on a City-wide, or Plan Area-wide basis), the terms of this Agreement shall prevail, unless the parties mutually agree to amend this Agreement. To the extent any existing or future rules, regulations, ordinances, or official policies, are not inconsistent with the permitted uses, density and intensity of use, height and size of proposed buildings, reservation or dedication of land for public purposes, the obligation to pay any fee for landscape maintenance or improvements or for park acquisition, maintenance or improvements (other than the portion of the City-wide park fee agreed to be paid hereunder or any such fees applied on a City-wide, or Plan Area-wide, basis), or the terms of this Agreement, such rules, ordinances, regulations, or official policies shall be applicable.

(2) This subsection shall not preclude application to development of the subject property of changes in City laws, regulations, plans, or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. 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(G) 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 entire subject property for the uses and to the density and intensity of development, as provided by the Schematic Development Plan and the NWRSP.

3(G). Cooperation of Parties, Compliance with 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(H). Phasing, Sequencing or Moratoria. Landowner acknowledges that in the event of a lack of capacity of any public facility that threatens public health, safety or welfare, City may need to impose, on a City-wide basis, a plan for phasing or sequencing development or a moratorium on development until such facilities become available. Landowner agrees that the City may apply any such required City-wide plan or moratorium on its development, provided however that, as a condition precedent to any such application and in consideration of Landowner's agreement hereunder to install the improvements described herein and to participate in the formation of the financing mechanisms for any necessary expansion of such public facilities, City shall use its best efforts and due diligence to form the necessary financing mechanisms for such facilities and design and complete the improvement and/or expansion of public facilities as needed to support the planned development of the City. Notwithstanding such condition precedent of the City, in the event Landowner fails to complete the improvements (or provide financial assurances of such completion acceptable to the City, through formation and adequate funding with the pending CFD or otherwise), make the dedications or otherwise perform its obligations hereunder, City may impose a plan for phasing or sequencing development or a moratorium on development within the Plan Area and impose such plan or moratorium on Landowner's development of the subject property until such improvements are completed (or the financing therefor is provided), dedications are made or any other obligations are satisfied by Landowner.

3(I). 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 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 this Agreement pursuant to California Government Code Section 65868 and regulations of the City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867, and 65868 and City regulations implementing such Sections.

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

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

4(B). Building Permit, Improvements. City may, at its discretion, refuse to issue a building permit for any structure within the subject property if any of the improvements enumerated in Section 3(A)(6) have not been constructed, or if any of the construction has not been funded, or if financial assurances satisfactory to the City for such completion or funding have not been provided.

4(C). Entitlements, Default by Landowner. No subdivision map, use permit, building permit or other land use entitlement shall be issued or application therefor accepted within 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.

4(D). **Annual Review/EIR Monitoring.** City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement and monitor compliance with the mitigation measures adopted as part of the certification of the EIR for the Specific Plan. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1 and to monitoring of such mitigation measures pursuant to California Public Resources Code Section 21081.6. 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 this Agreement and with the EIR mitigation measures 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, except for those costs (including without limitation, any costs of consultants necessary therefor) associated with monitoring mitigation measures which are Landowner's responsibility to perform.

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 or results of mitigation monitoring, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to respond orally or in writing regarding such performance and monitoring 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 this Agreement. Otherwise, Landowner shall have the burden of proof that it has complied with all mitigation measures which are the Landowner's responsibility to perform.

4(E). **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, provided that this section shall not limit Landowner's available rights and remedies under Section 4(G) hereof.

4(F). 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 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(G). Cumulative Rights. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

4(H). 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 defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death, from claims for property damage which may arise from developer's or developer's contractors', subcontractors', agents', or employees' construction of improvements permitted under this Agreement, whether such construction be by Landowner, or by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner or any of Landowner's contractors or subcontractors, provided such indemnity obligations shall not apply to the design, maintenance or operation of any public improvement, once such improvement has been accepted for ownership and maintenance by the City. Landowner agrees to and shall defend, indemnify and hold harmless 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 development of the entire subject property 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). **Enforceability Notwithstanding Changes.** 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, and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866.

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

8(C). **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 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

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

M.J. Brock & Sons
Attn: Don Reed
3350 Watt Avenue
Sacramento, CA 95821

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. AGREEMENT

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of thirty-five (35) pages and eight (8) exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A	Legal Description of Subject Property
Exhibit B	Schematic Development Plan
Exhibit C	Set-Aside Land
Exhibit D	Park Dedications and Improvements
Exhibit E	Sewer Improvements
Exhibit F	Water Improvements
Exhibit G	Drainage Improvements
Exhibit H	Street Improvements

Approved this 16th day of August, 1989, by the City Council of the City of Roseville.

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Allen E. Johnson
City Manager

M.J. BROCK & SONS, INC.,
a Delaware corporation

By: _____
Don Reed, Vice-President

CORPORATE SEAL

APPROVED AS TO FORM

Michael F. Dean,
City Attorney

ATTEST

Helen M. Florance,
City Clerk

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } SS

OFFICIAL SEAL
SYLVIA L. WILLIS
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires May 21, 1990

ON August 1, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ---Donald E. Reed---

proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President, ~~and~~ ~~Secretary~~ of the Corporation therein named, and aknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

Notary's Signature

CORPORATION ACKNOWLEDGMENT
Form No. 14 Rev. 7-82

BK3717 PG399

State of CALIFORNIA
County of PLACER } ss.

On this the 18th day of September 1989, before me,

Helen Florance,

the undersigned Notary Public, personally appeared

ALLEN JOHNSON,

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.

OFFICIAL SEAL
HELEN FLORANCE
NOTARY PUBLIC-CALIFORNIA
PLACER COUNTY
My Commission Expires Nov. 24, 1989

WITNESS my hand and official seal.

Notary's Signature

GENERAL ACKNOWLEDGMENT FORM 7110052

CONSENT

We, the undersigned, have reviewed the above Development Agreement by and between the CITY OF ROSEVILLE AND M. J. BROCK & SONS, INC., and consent to its recordation against the subject property defined therein.

Carol Hess and George Duckworth, Co-Executors of the Estate of Charles J. Rich, deceased as to an undivided 1/2 interest and George Duckworth Trustee of the Testamentary Trust of Evelyn V. Rich, deceased, as to an undivided 1/2 interest

By: Carol Hess by Marc Cunningham her attorney in fact
Carol Hess, co-executor of the Estate of J. Charles Rich

By: George Duckworth by Marc Cunningham his attorney in fact
George Duckworth, co-executor of the Estate of J. Charles Rich and surviving trustee of the Evelyn Rich Trust

By: PAMA Development Corporation, its special agent and special attorney in fact

By: Marc Cunningham
Marc Cunningham, President

Dated: August 1st, 1989

BK3717 PG400

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } SS

ON AUGUST 1, 19 89, before me, the undersigned, a Notary Public in and for said County and State personally appeared MARC CUNNINGHAM known to me to be the person whose name is subscribed to the within instrument as the ATTORNEY IN FACT of CAROL HESS and acknowledged to me that he subscribed the name of CAROL HESS thereto as principal, and his own name as ATTORNEY IN FACT.

OFFICIAL SEAL
BONNIE CHINNOW
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires May 1, 1992

Notary's Signature Bonnie Chinnow

BONNIE CHINNOW

ATTORNEY IN FACT ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } SS

ON AUGUST 1, 19 89, before me, the undersigned, a Notary Public in and for said County and State personally appeared MARC CUNNINGHAM known to me to be the person whose name is subscribed to the within instrument as the ATTORNEY IN FACT of GEORGE DUCKWORTH and acknowledged to me that he subscribed the name of GEORGE DUCKWORTH thereto as principal, and his own name as ATTORNEY IN FACT.

OFFICIAL SEAL
BONNIE CHINNOW
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires May 1, 1992

Notary's Signature Bonnie Chinnow

BONNIE CHINNOW

ATTORNEY IN FACT ACKNOWLEDGMENT

BK7117 PG101

(Corporation)

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } SS.

On AUGUST 1,1989 before me, the undersigned, a Notary Public in and for said State, personally appeared MARC CUNNINGHAM known to me to be the ////////// President, and known to me to be ////////// Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Bonnie Chinnow

BONNIE CHINNOW

Name (Typed or Printed)

OFFICIAL SEAL
BONNIE CHINNOW
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires May 1, 1992

STAPLE HERE

CONSENT

We, the undersigned, have reviewed the above Development Agreement by and between the CITY OF ROSEVILLE AND M. J. BROCK & SONS, INC., and consent to its recordation against the subject property defined therein.

PAMA Home Corporation, a California corporation

By: Marc Cunningham
Marc Cunningham, President

Dated: August 1st, 1989

(Corporation)

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } SS.

On AUGUST 1,1989 before me, the undersigned, a Notary Public in and for said State, personally appeared MARC CUNNINGHAM,
known to me to be the President, and ////////////////////,
known to me to be ////////////////// Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Bonnie Chinnow

BONNIE CHINNOW
Name (Typed or Printed)

OFFICIAL SEAL
BONNIE CHINNOW
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires May 1, 1992

STAPLE HERE

M3717 P0102

0799 3038 0052 0-12

ACKNOWLEDGMENT EXECUTED BY A CORPORATION
Civil Code Section 1190.

State of California

County of Sacramento ss.

On this 9th day of August, in the year 1989, before me (here insert the name and quality of the officer), personally appeared Dennis C. McGillivray, Sen. VP-Dist. Mgr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as president (or secretary) or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Lela M. Cushing
Signature of Notary

(Seal of Notary)

OFFICIAL SEAL
LELA M. CUSHING
NOTARY PUBLIC CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXPIRES JULY 27,1993

BK9717 Pg108

CONSENT

We, the undersigned, have reviewed the above Development Agreement by and between the CITY OF ROSEVILLE and M. J. BROCK & SONS, INC., and consent to its recordation against the subject property defined therein.

BENEFICIARY: Grubb & Ellis Company

By: _____

Its: Sr. Vice President-District Manager Dated: Aug. 9, 1989

BENEFICIARY: _____

By: _____

Its: _____ Dated: _____, 1989

BENEFICIARY: _____

By: _____

Its: _____ Dated: _____, 1989

0799 000 0052 00-1-1

7359-0
05-30-1989
RICH18
PMM3

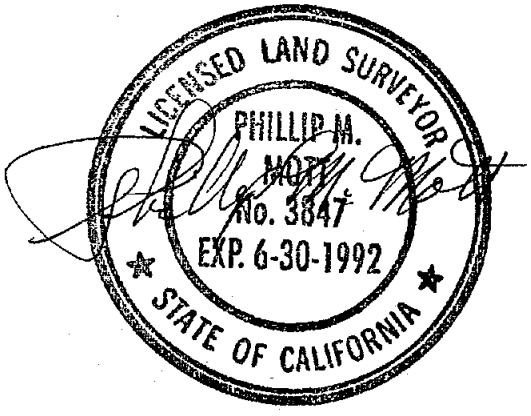
EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 18

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at the Southwest Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records; thence from said POINT OF BEGINNING along the South Line of said Parcel North 89°27'10" East a distance of 861.17 feet; thence leaving said South Line South 00°32'50" East a distance of 317.17 feet; thence South 66°09'57" West a distance of 544.43 feet; thence South 47°12'43" West a distance of 164.88 feet; thence South 37°22'19" West a distance of 159.81 feet; thence South 71°55'40" West a distance of 99.93 feet; thence South 54°37'24" West a distance of 44.77 feet; thence South 89°32'15" West a distance of 10.00 feet to a point on the East Line of Parcel B of the aforementioned Parcel Map; thence along said East Line North 00°27'45" West a distance of 824.95 feet to the point of beginning and containing 10.695 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA



0799 004 0052 00-15

7359-0
05-30-1989
RICH19
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 19

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at the Southeast Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records; thence from said POINT OF BEGINNING along the Westerly Right of way Line of the Southern Pacific Railroad 171.63 feet along the arc of a 3,746.61 foot radius curve to the left through a central angle of 02°37´29" from a radial line which bears South 61°24´39" West; thence leaving said Right of way Line South 58°41´24" West a distance of 113.94 feet; thence South 16°35´14" West a distance of 245.20 feet; thence South 58°35´17" West a distance of 153.50 feet; thence North 75°20´36" West a distance of 134.37 feet; thence South 89°14´10" West a distance of 150.01 feet; thence North 62°52´19" West a distance of 364.05 feet; thence North 00°32´50" West a distance of 317.17 feet to a point on the South Line of said Parcel A; thence along said South Line North 89°27´10" East a distance of 819.86 feet to the point of beginning and containing 8.395 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

LICENSED LAND SURVEYOR
PHILLIP M. MOTT
No. 3041
EXP. 6-30-1992
STATE OF CALIFORNIA

0798 099 0092 10-15

BK7717 PG108

7359-0
05-30-1989
RICH20&20B
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 20A AND 20B

PARCEL 20A

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at a point on the Westerly Right of way Line of the Southern Pacific Railroad from which the Southeast Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records bears 171.63 feet along the arc of a 3,746.61 foot radius curve to the right through a central angle of 02°37´29" from a radial line which bears South 58°47´10" West; thence from said POINT OF BEGINNING along said Right of way Line 985.09 feet along the arc of a 3,746.61 foot radius curve to the left through a central angle of 15°03´53" from a radial line which bears South 58°47´10" West; thence leaving said Right of way Line South 39°58´15" West a distance of 88.90 feet; thence South 83°39´35" West a distance of 81.50 feet; thence South 78°24´28" West a distance of 159.25 feet; thence North 68°52´31" West a distance of 141.51 feet; thence North 45°00´00" West a distance of 59.40 feet; thence North 63°35´06" West a distance of 170.84 feet to a point hereinafter referred to as POINT "A"; thence North 46°36´00" West a distance of 126.62 feet; thence North 67°48´16" West a distance of 270.01 feet; thence North 55°25´49" East a distance of 144.52 feet; thence North 73°21´40" East a distance of 90.80 feet; thence North 47°43´35" East a distance of 44.60 feet; thence North 03°03´59" West a distance of 112.16 feet; thence North 90°00´00" West a distance of 43.96 feet; thence North 16°35´14" East a distance of 217.03 feet; thence North 58°41´24" East a distance of 113.94 feet to the point of beginning and containing 7.990 gross acres of land more or less.

PARCEL 20B

TOGETHER WITH: Beginning at a point from which the above referenced POINT "A" bears North 31°36´26" East a distance of 179.02 feet; thence from said POINT OF BEGINNING South 29°35´48" East 95.00 feet; thence South 15°24´12" West a distance of 82.69 feet; thence South 74°35´48" East a distance of 92.17 feet; thence South 18°36´00" West a

BOOK 4717 PAGE

distance of 25.04 feet; thence North 74°35'48" West a distance of 305.38 feet; thence 43.29 feet along the arc of a 500.00 foot radius tangent curve to the left through a central angle of 04°57'37"; thence North 15°37'10" East a distance of 176.74 feet; thence South 74°35'48" East a distance of 190.00 feet to the point of beginning and containing 1.035 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

0799 0000 0052 0

7359-0
05-30-1989
RICH21
PMM3

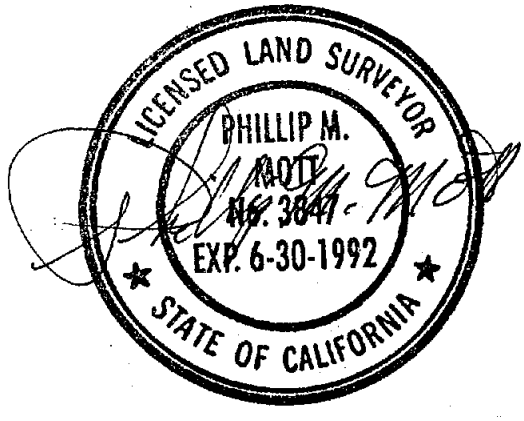
EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 21

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at a point from which the Northwest Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 8 of Parcel Maps at Page 24 in the Placer County Official Records bears South 27°48´08" West a distance of 583.16 feet; thence from said POINT OF BEGINNING South 87°21´07" West a distance of 800.86 feet; thence 429.98 feet along the arc of a 450.00 foot radius non tangent curve to the left through a central angle of 54°44´47" from a radial line which bears South 77°28´08" East; thence North 48°55´06" East a distance of 199.29 feet; thence 492.93 feet along the arc of a 500.00 foot radius tangent curve to the right through a central angle of 56°29´07"; thence South 74°35´48" East a distance of 280.38 feet; thence South 15°24´12" West a distance of 100.00 feet; thence South 06°44´50" East a distance of 431.22 feet to the point of beginning and containing 10.768 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA



0799 00 0062 0417

BOOK 4917 PAGE 0062

7359-0
05-30-1989
RICH22
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 22

All that certain real property situate in the Southwest one quarter (1/4) of Section 27 and the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at the Southeast Corner of Parcel C as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records; thence from said POINT OF BEGINNING along the East Line of said Parcel North 00°27´45" West a distance of 1,102.72 feet; thence leaving said East Line North 89°32´15" East a distance of 40.00 feet; thence North 45°39´08" East a distance of 553.63 feet; thence North 51°12´56" East a distance of 71.84 feet; thence North 61°23´22" East a distance of 75.18 feet; thence North 69°10´17" East a distance of 196.87 feet; thence North 73°29´44" East a distance of 84.48 feet; thence North 86°28´04" East a distance of 81.15 feet; thence South 78°59´47" East a distance of 73.35 feet; thence South 69°00´54" East a distance of 78.19 feet; thence South 55°15´25" East a distance of 75.45 feet; thence South 49°16´19" East a distance of 294.27 feet; thence South 59°02´10" East a distance of 163.27 feet; thence South 15°37´10" West a distance of 176.74 feet; thence 449.64 feet along the arc of a 500.00 foot radius non tangent curve to the left through a central angle of 51°31´29" from a radial line which bears North 10°26´35" East; thence South 48°55´06" West a distance of 199.29 feet; thence 429.98 feet along the arc of a 450.00 foot radius non tangent curve to the right through a central angle of 54°44´47" from a radial line which bears North 47°47´04" East; thence North 87°21´07" East a distance of 800.86 feet; thence North 06°44´50" West a distance of 431.22 feet; thence North 15°24´12" East a distance of 100.00 feet; thence South 74°35´48" East a distance of 25.00 feet; thence North 18°36´00" East a distance of 109.73 feet; thence North 63°36´00" East a distance of 30.00 feet; thence South 71°24´00" East a distance of 162.13 feet; thence South 88°01´37" East a distance of 366.68 feet; thence North 86°02´40" East a distance of 188.45 feet; thence South 53°18´58" East a distance of 308.00 feet; thence South 04°08´05" West a distance of 166.43 feet; thence South 06°17´13" East a

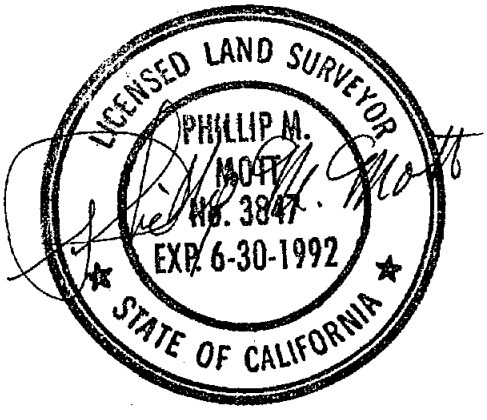
distance of 118.71 feet; thence South 26°33'54" East a distance of 154.29 feet; thence South 15°55'26" West a distance of 142.15 feet to a point on the Northerly Line of Parcel A as shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 24 in said Placer County Official Records; thence along said Northerly Line South 89°27'10" West a distance of 439.94 feet to a point hereinafter referred to as POINT "B"; thence continuing along said Northerly Line South 02°57'50" East a distance of 344.83 feet; thence continuing along said Northerly Line and the North Line of Lot 1 as shown and so designated on that Subdivision Map entitled "Junction Center" filed for Record in Book N of Maps at Page 95 in said Placer County Official Records, South 89°27'10" West a distance of 2,380.02 feet to the point of beginning and containing 67.778 gross acres of land more or less.

TOGETHER WITH: SUBJECT TO A PROPOSED BOUNDARY LINE ADJUSTMENT, A portion of Parcel A as shown and so designated on that Parcel Map filed for Record in Book 8 of Parcel Maps at Page 24 in the Placer County, California Official Records described as follows:

Beginning at the above referenced POINT "B", thence from said POINT OF BEGINNING along the Northerly Boundary Line of said Parcel A South 02°57'50" East a distance of 140.48 feet; thence leaving said Boundary Line North 67°53'18" East a distance of 381.88 feet to a point on said Boundary Line; thence along said Boundary Line South 89°27'10" West a distance of 361.07 feet to the point of beginning and containing 0.582 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA



0798 0080 0092 0051

7359-0
05-30-1989
RICH78
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 78

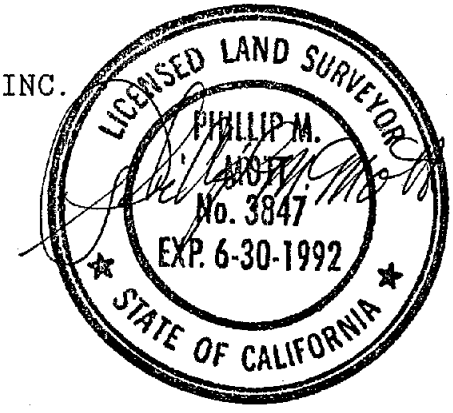
All that certain real property situate in the Southwest one quarter (1/4) of Section 27 and the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at a point on the East Line of Parcel B from which the Southeast Corner of Parcel C as said Parcels are shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records bears South 00°27'45" East a distance of 1,425.04 feet; thence from said POINT OF BEGINNING and leaving the East Line of said Parcel North 89°32'15" East a distance of 10.00 feet; thence North 54°37'24" East a distance of 44.77 feet; thence North 71°55'40" East a distance of 99.93 feet; thence North 37°22'19" East a distance of 159.81 feet; thence North 47°12'43" East a distance of 164.88 feet; thence North 66°09'57" East a distance of 544.43 feet; thence South 62°52'19" East a distance of 364.05 feet; thence North 89°14'10" East a distance of 150.01 feet; thence South 75°20'36" East a distance of 134.37 feet; thence North 58°35'17" East a distance of 153.50 feet; thence North 16°35'14" East a distance of 28.17 feet; thence South 90°00'00" East a distance of 43.96 feet; thence South 03°03'59" East a distance of 112.16 feet; thence South 47°43'35" West a distance of 44.60 feet; thence South 73°21'40" West a distance of 90.80 feet; thence South 55°25'49" West a distance of 144.52 feet; thence South 67°48'16" East a distance of 270.01 feet; thence South 46°36'00" East a distance of 126.62 feet; thence South 63°35'06" East a distance of 170.84 feet; thence South 45°00'00" East a distance of 59.40 feet; thence South 68°52'31" East a distance of 141.51 feet; thence North 78°24'28" East a distance of 159.25 feet; thence North 83°39'35" East a distance of 81.50 feet; thence North 39°58'15" East a distance of 88.90 feet to a point on the Southwesterly Right of way Line of the Southern Pacific Railroad; thence along said Right of way Line 544.12 feet along the arc of a 3,746.61 foot radius non tangent curve to the left through a central angle of 08°19'16" from a radial line which bears South 43°43'17" West; thence continuing along said Right of way Line South 54°35'59" East a distance of 236.96 feet to a point on the Westerly Right of way Line

of Washington Blvd. (Old State Highway 65); thence along said Washington Blvd. Right of way Line South 09°31'50" East a distance of 280.91 feet; thence continuing along said Line 224.18 feet along the arc of a 1,260.00 foot tangent curve to the left through a central angle of 10°11'40"; thence leaving said Line and along the North Line of Parcel A as shown and so designated on that Parcel Map filed for Record in Book 8 of Parcel Maps at Page 24 in said Placer County Official Records South 89°27'10" West a distance of 276.45 feet; thence leaving said North Line North 15°55'26" East a distance of 142.15 feet; thence North 26°33'54" West a distance of 154.29 feet: thence North 06°17'13" West a distance of 118.71 feet; thence North 04°08'05" East a distance of 166.43 feet; thence North 53°18'58" West a distance of 308.00 feet; thence South 86°02'40" West a distance of 188.45 feet; thence North 88°01'37" West a distance of 366.68 feet; thence North 71°24'00" West a distance of 162.13 feet; thence South 63°36'00" West a distance of 30.00 feet; thence South 18°36'00" West a distance of 84.69 feet; thence North 74°35'48" West a distance of 92.17 feet; thence North 15°24'12" East a distance of 82.69 feet; thence North 29°35'48" East a distance of 95.00 feet; thence North 74°35'48" West a distance of 190.00 feet; thence North 59°02'10" West a distance of 163.27 feet; thence North 49°16'19" West a distance of 294.27 feet; thence North 55°15'25" West a distance of 75.45 feet; thence North 69°00'54" West a distance of 78.19 feet; thence North 78°59'47" West a distance of 73.35 feet; thence South 86°28'04" West a distance of 81.15 feet; thence South 73°29'44" West a distance of 84.48 feet; thence South 69°10'17" West a distance of 196.87 feet; thence South 61°23'22" West a distance of 75.18 feet; thence South 51°12'56" West a distance of 71.84 feet; thence South 45°39'08" West a distance of 553.63 feet; thence South 89°32'15" West a distance of 40.00 feet to a point on the East Line of Parcel C of said Parcel Map Recorded in Book 18 at Page 12; thence along the East Line of Parcels C and B North 00°27'45" West a distance of 322.32 feet to the point of beginning and containing 18.449 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA



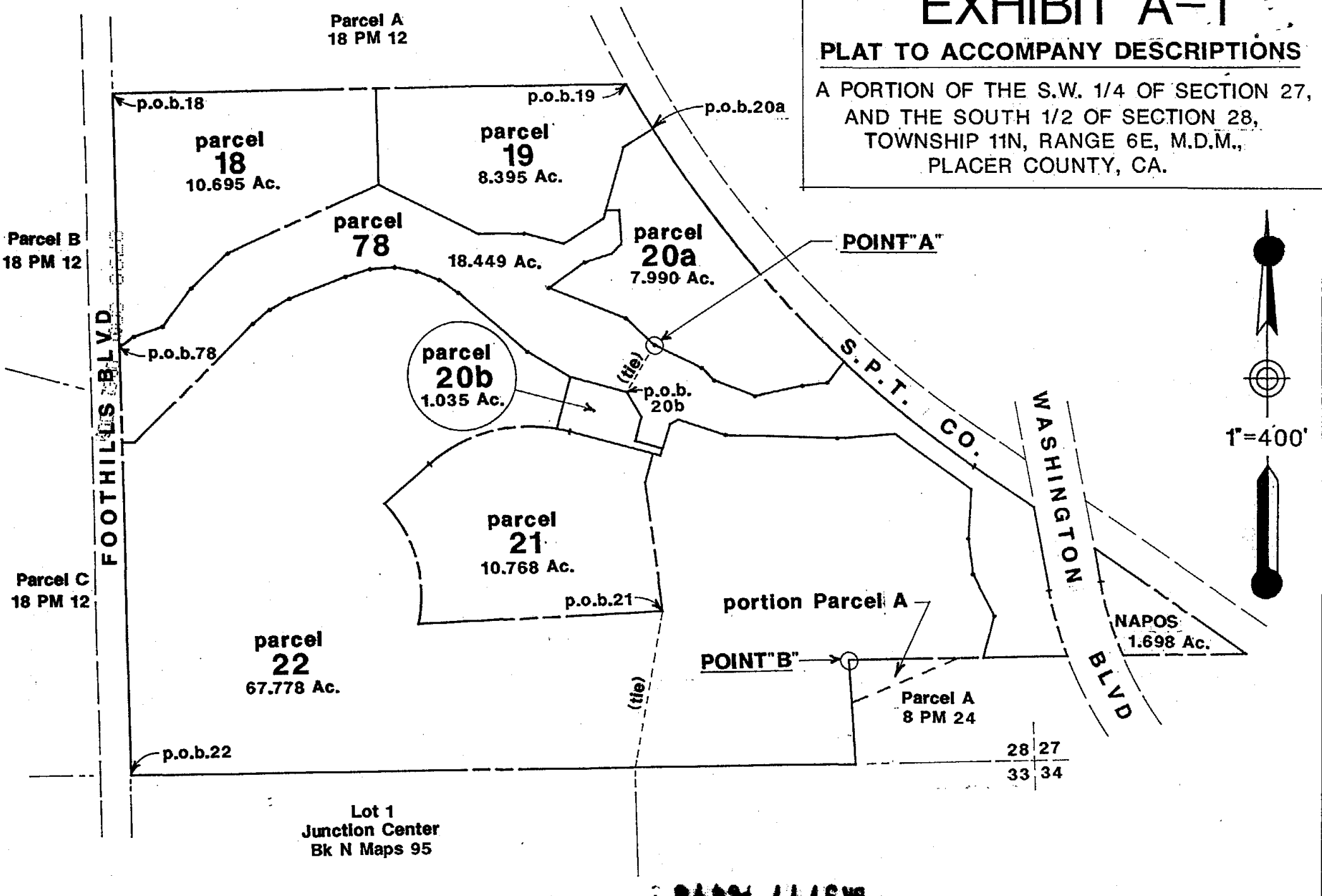
0799 090 0062 0053

BOOK 4917 PAGE 0413

EXHIBIT A-1

PLAT TO ACCOMPANY DESCRIPTIONS

A PORTION OF THE S.W. 1/4 OF SECTION 27, AND THE SOUTH 1/2 OF SECTION 28, TOWNSHIP 11N, RANGE 6E, M.D.M., PLACER COUNTY, CA.



BK3717 PG416

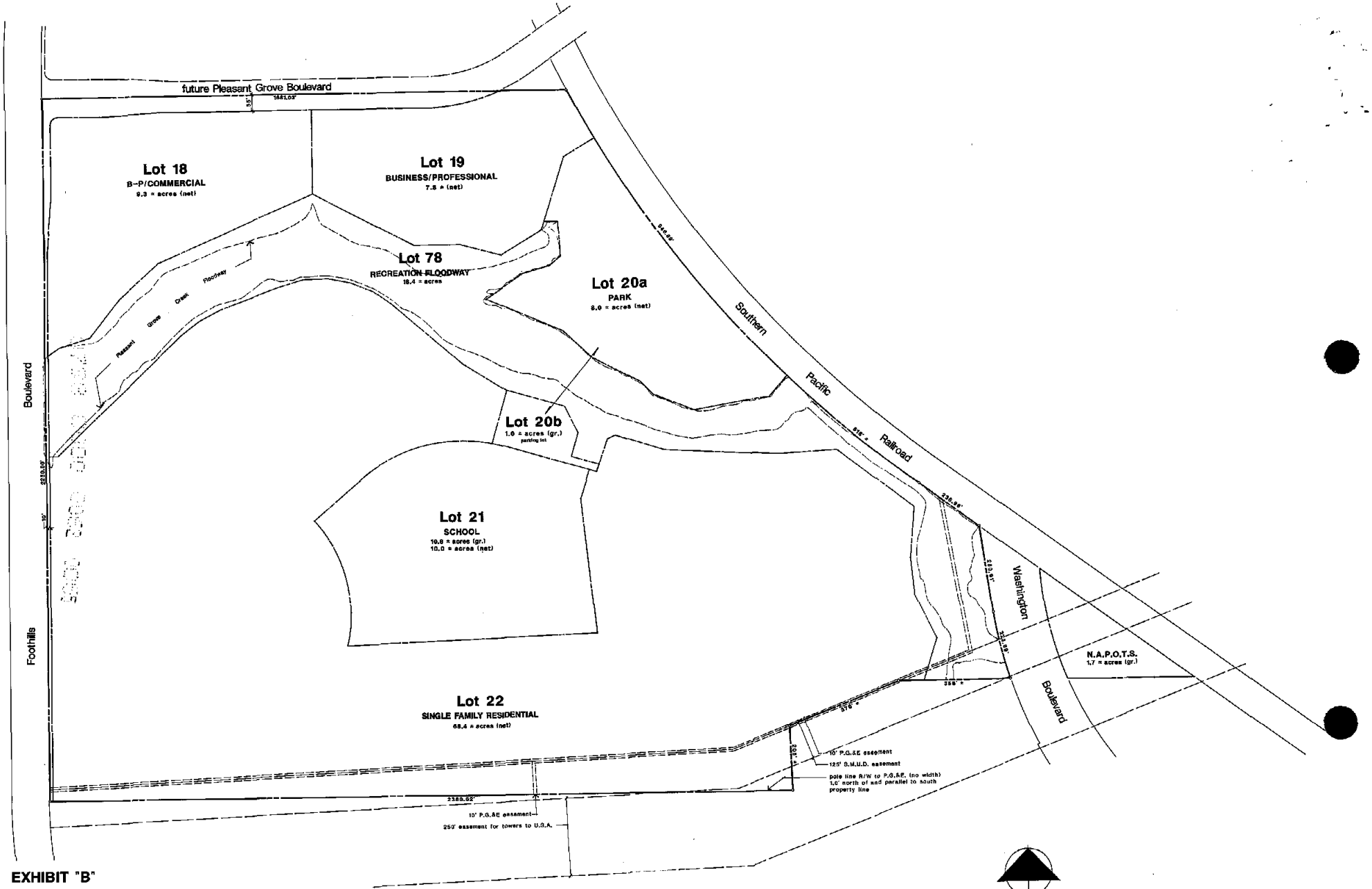


EXHIBIT "B"

RICH property

schematic development plan

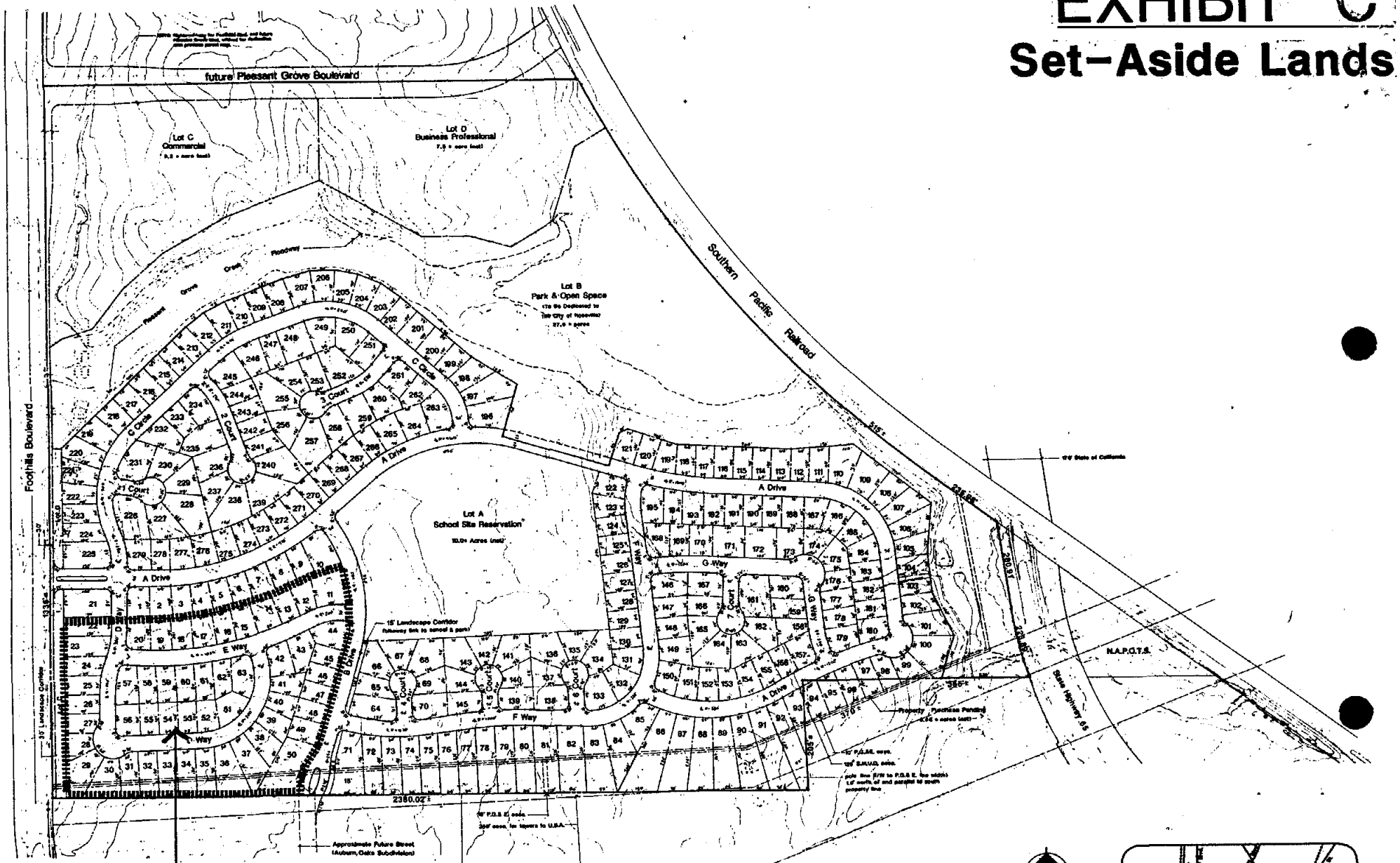
M.J. Brock & Sons, Inc.

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING

job no. 7359-0 May 31, 1989

EXHIBIT "C"

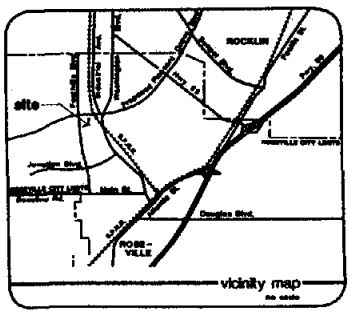
Set-Aside Lands



Set-Aside Area (11.5 ± ac.) for low & middle income housing.

NORTH

0 100' 200'



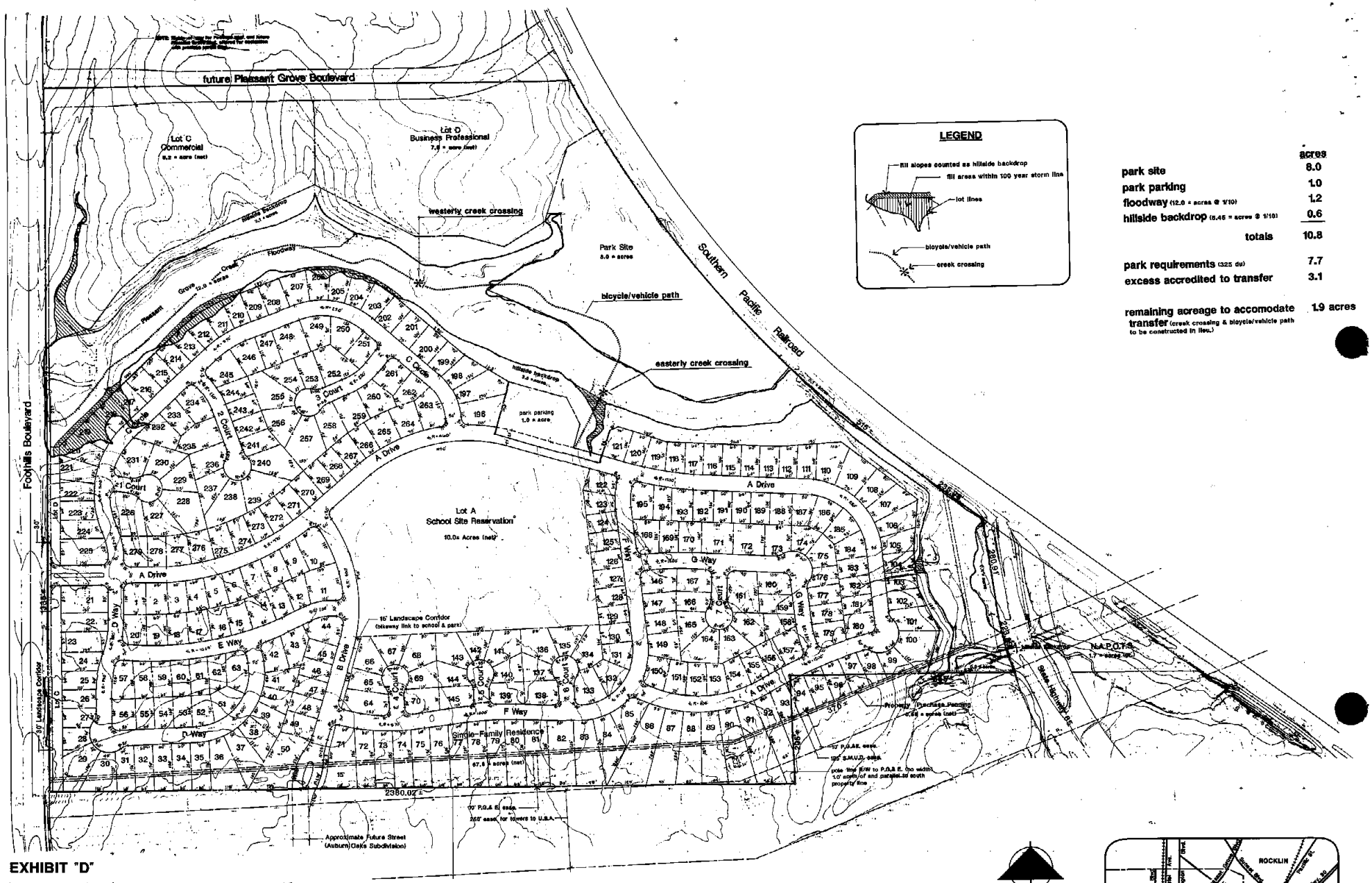
RICH property

M.J. Brock & Sons, Inc.

MacKAY & SOMPS

job no. 7359-0 December 1988

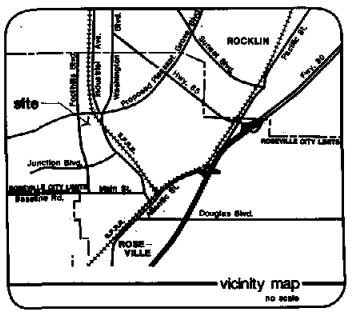
June 27, 1989



	acres
park site	8.0
park parking	1.0
floodway (12.0 ± acres @ 1/10)	1.2
hillside backdrop (5.45 ± acres @ 1/10)	0.6
totals	10.8
park requirements (325 du)	7.7
excess accredited to transfer	3.1

remaining acreage to accomodate transfer (creek crossing & bicycle/vehicle path to be constructed in lieu.) 1.9 acres

NORTH
0 100' 200'



vicinity map
no scale

EXHIBIT "D"

RICH property

park dedication & improvements

M.J. Brock & Sons, Inc.

MacKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING

job no. 7359-0 December 1988
Rev. 5-10-89
Rev. 6-1-89

BK3717 PG117

EXHIBIT "E"

SEWER

Sewer facilities to be constructed as part of the Northwest Roseville Specific Plan facilities include sewer trunk lines and appurtenances in Junction Boulevard, Country Club Drive, Cook Riolo Road and Pleasant Grove Boulevard. Additional sewer facilities will be provided within the planned golf course area as well as a new lift station, designated as Lift Station No. 4, and its sewer force main constructed to the improvements to be included in existing Lift Station No. 3, located adjacent and immediately east of Cook Riolo Road. These improvements are more specifically described as follows:

The sewer facilities in Junction Boulevard shall be constructed as a 12-inch sewer main from Country Club Drive west 1,260 ± feet and as a 15-inch main a length of approximately 1,040 ± feet westerly to Cook Riolo Road. From Cook Riolo Road westerly to Lift Station No. 4, approximately 2,800 ± feet of 18-inch sewer will be constructed parallel to Junction Boulevard. Sewer facilities in Country Club Drive will consist of approximately 330 ± feet of 10-inch sewer south of Junction Boulevard. Approximately 820 ± feet of 10-inch sewer line will be constructed north of Junction Boulevard followed by approximately 300 ± feet of 8-inch and 300 ± feet of 6-inch sewer main. Country Club Drive will contain approximately 350 ± feet of 8-inch sewer south from its intersection with Wakefield Drive approximately 950 ± feet of 8-inch sewer will be constructed north of the intersection of Wakefield Drive. Sewer facilities in Cook Riolo Road shall consist of approximately 780 ± feet of 10-inch sewer main constructed between Baseline Road and Junction Boulevard together with approximately 1,700 ± feet of 12-inch sewer main. North of Junction Boulevard, approximately 450 ± feet of 15-inch sewer main and 820 ± feet of 8-inch sewer main will be constructed.

Also to be constructed within the road right-of-way of Cook Riolo Road, in the vicinity of Lift Station No. 3, will be 240 ± feet of 8-inch sewer line south of the lift station and approximately 1,390 ± feet of 10-inch sewer main will be constructed north of Lift Station No. 3 to its intersection with Pleasant Grove Boulevard. At the intersection of Pleasant Grove Boulevard, approximately 570 ± feet of 8-inch sewer shall be constructed northerly along Cook Riolo Road together with 350 ± feet of 6-inch sewer Pleasant Grove Boulevard will also have sewer facilities consisting of approximately 1,550 ± feet of 10-inch sewer line constructed easterly from Lift Station No. 4 along the westerly boundary. Approximately 1,000 ± feet of 8-inch sewer main will be constructed west of the intersection with Cook Riolo Road.

3799 OR 0052 DR

EXHIBIT "E"

Additional sewer facilities will be constructed within the proposed golf course site. Sewer Line 5A on the golf course will consist of approximately 770 ± feet of 6-inch sewer line and 1,890 ± feet of 8-inch sewer line will be constructed from north of the golf course boundary with Pleasant Grove Boulevard to approximately the mid point of the golf course. Sewer line No. 5D/5A would be constructed through the golf course from Cook Riolo Road to its intersection with the existing 15-inch sewer main in the South Branch of Pleasant Grove Creek. This would consist of approximately 1500 ± feet of 10-inch and approximately 1,370 ± feet of 12-inch sewer.

Lift Station No. 4 will be constructed along the westerly boundary of section 32 south of Pleasant Grove Boulevard. It will have a pumping capacity of approximately 3.6 million gallons per day and will pump sewage through an 18-inch force main whose length is approximately 3,100 ± feet to the existing lift station No. 3. Lift station no. 3 will be upgraded from its existing pumping capacity to a new pump capacity of approximately 6.5 million gallons per day.

0798 000 0052 059

EXHIBIT "F"

WATER

Water facilities will be constructed within the road rights-of-way for the Northwest Roseville Specific Plan, and will consist of 12 and 30-inch water mains to be constructed in Junction Boulevard, Country Club Drive, Cook Riolo Road, Wakefield Drive, Baseline Road and Pleasant Grove Boulevard, which will consist yof approximately 6,700 ± feet of 12-inch water main in Junction Boulevard, approximately 6450 ± feet of 12-inch water main and appurtenances in Country Club Drive, approximately 11,350 ± feet of 12-inch water main and appurtenances within Cook Riolo Road, approximately 9,600 ± feet of 30-inch water main to be constructed in Pleasant Grove Boulevard and approximately 315 ± feet of 12-inch line to be constructed in Wakefield Drive. Approximately 4,400 feet of 12-inch line will be constructed in Baseline Road from Cook Riolo Road easterly.

OFF-SITE WATER FACILITIES TO SERVE THE NORTHWEST ROSEVILLE SPECIFIC PLAN WILL CONSIST OF APPROXIMATELY 13,000+ FEET OF 24-INCH WATER MAIN AND ALL APPURTENANCES. THIS OFF-SITE WATER MAIN WILL CROSS THE NORTH CENTRAL ROSEVILLE PLAN AREA.

BOOK 1797 PAGE 0420

EXHIBIT "G"

DRAINAGE FACILITIES

Drainage facilities to be constructed within the Northwest Roseville Specific Plan will include drainage conduit within specific road rights-of-way, as well as drainage culvert crossings, together with concrete box culverts and associated inlets.

To be constructed in Junction Boulevard from its point of beginning at the westerly boundary of Silverado Oaks Unit No. 4 to Country Club Drive approximately 1,050 ± feet of 54-inch storm drain and approximately 450 ± feet of 60-inch storm drain are to be constructed within the right-of-way. West of Country Club Drive to Cook Riolo Road there will be constructed dual 60-inch storm drains of a distance of approximately 810 ± feet, approximately 450 ± feet of 72-inch drain facilities plus approximately 900 ± feet of 84-inch storm drain pipe. West of Cook Riolo Road and Northerly of the road right-of-way of Junction Boulevard, a channel with a bottom width of approximately 20 feet will be constructed westerly of Cook Riolo Road to an outfall in Kaseberg Creek, a distance of approximately 2,200 ± feet. Drainage improvements on Country Club Drive will consist of improvements between Baseline Road and Junction Boulevard of approximately 940 ± feet of 18-inch storm drain, and 400 ± feet of 60-inch storm drain. North of Junction Boulevard, approximately 450 ± feet of 48-inch storm drain, 300 ± feet of 36-inch storm drain and 600 ± feet of 24-inch storm drain will be constructed within the road right-of-way of Country Club Drive. Also within Country Club Drive, approximately 400 ± feet of 18-inch storm drain and 345 ± feet of 30-inch storm drain will be constructed south of its intersection with Wakefield Drive. North of the intersection, two 7 x 10 concrete box culverts are to be construced. North of Wakefield Drive approximately 160 ± feet of 48-inch line and 400 ± feet of 18-inch line will be constructed. South of its intersection with Pleasant Grove Boulevard approximately 230 ± feet of 18-inch line will be constructed in Country Club Drive. Drainage facilities to be provided within Cook Riolo Road shall consist of approximately 500 ± feet of 36-inch storm drain, 800 ± feet of 42-inch storm drain and 600 ± of 48-inch storm drain and 300 ± feet of 60-inch drain to be constructed between Baseline Road and Junction Boulevard. North of Junction Boulevard approximately 400 ± feet of 60-inch and 350 ± feet of 84-inch line will be constructed. At the Cook Riolo Road intersection with the main drainage channel just north of Junction Boulevard, there will also be constructed a concrete multi-span box culvert together with approximately 400 ± feet of 24-inch and 500 ± feet of 18-inch storm drain. South of the channel near the north section line of Section 32 there will be constructed about 360 ± feet of 24-inch and 450 ± feet of 42-inch storm drain. North of this channel to Pleasant Grove Boulevard will be constructed approximately 1,260 ± feet of 36-inch storm drain. North of Cook Riolo Road's intersection with Pleasant Grove Boulevard, there will be approximately 430 ± feet of 36-inch and 450 ± feet of 24-inch drain constructed.

0798 0000 0052 00

EXHIBIT "G"

Also to be constructed within Cook Riolo Road west of the golf course near the north boundary will be 400 ± feet of 12-inch and 1,000 ± feet of 15-inch storm drain. Storm drain facilities to be provided in Pleasant Grove Boulevard will consist of approximately 610 ± feet of 30-inch storm drain and 900 ± of 18-inch storm drain at the west boundary. Approximately 490 ± feet of 12-inch storm drain constructed just west of the intersection of Pleasant Grove at Cook Riolo Road. West of Country Club Drive intersection there will be approximately 600 ± feet of 24-inch, 430 ± feet of 30-inch storm drain and 150 ± feet of 48-inch storm drain. East of Country Club Drive there will be approximately 370 ± feet of 30-inch storm drain constructed. Also, at Pleasant Groves crossing of the South Branch of Pleasant Grove Creek, there will be constructed a multi-span concrete box culvert structure.

0798 0009 0052 0052

EXHIBIT "H"

STREETS

Public Streets to be constructed within the Northwest Roseville Specific Plan boundaries will include roadway facilities for Junction Boulevard, Country Club Drive, Cook Riolo Road, Pleasant Grove Boulevard, Baseline Road and Wakefield Drive. Underground primary electric facilities and street lights are included with roadway improvements.

Junction Boulevard will be constructed westerly from its terminus at Silverado Oaks Unit No. 4 to approximately 1,100 ± feet west of the west section line of Section 32. These facilities plan to be constructed as a 4-lane facility with curb and gutter; total length approximately 6,700 ± feet. Pavement widths will consist of 66 feet of pavement curb and gutter within an 84 foot right-of-way westerly from Silverado Oaks Unit No. 4 to Country Club Drive. From Country Club Drive westerly to the boundary, the pavement width will be 70 feet plus curb and gutter together with a 100-foot right-of-way. Country Club Drive will be constructed within a 60-foot right-of-way with pavement width of 42 feet together with vertical curb and gutter for 6,400 ± feet from its intersection with Baseline Road to its proposed intersection with Pleasant Grove Boulevard. Cook Riolo Road will be extended from Baseline Road to approximately the north section line of Section 29. Two lanes of a 4-lane facility will be constructed along with curb and gutter for approximately 11,300 ± feet. Pavement width will be approximately 36 feet within a proposed 100-foot right-of-way. Pleasant Grove Boulevard will be constructed both easterly and westerly of its present alignment at Foothills Boulevard, and more specifically will be constructed from the west boundary of Section 29 easterly to the Southern Pacific Railroad tracks right-of-way.

Improvements will include curb and gutter and 4 lanes of a 6-lane facility from Cook Riolo road easterly to the Southern Pacific Railroad boundary, a distance of approximately 6,600 ± feet. Also, 2 lanes of a 4-lane facility, a length of approximately 2,900 ± feet will be constructed west of Cook Riolo road to the section line boundary. The 4-lane facility consists of 60 feet of pavement within the proposed 100 foot of right-of-way for the ultimate 6-lane street section, west of Cook Riolo Road, two lanes of 4 lanes will be constructed and will consist of 36 feet of pavement within a proposed 100-foot right-of-way.

Wakefield Drive will also be extended from its westerly terminus at the boundary of Silverado Oaks Unit No. 3 and it will be constructed approximately 315 feet westerly to its intersection with Country Club Drive. Improvements will include a 2-lane facility with curb and gutter, with a pavement width of approximately 42 feet within a road right-of-way of 60 feet. Baseline Road widening will include 27 feet of pavement to provide two additional lanes. Vertical curb and gutter will also be constructed along the 4,400 ± feet of street easterly from Cook Riolo Road.

0799 0000 0052 00

ORDINANCE NO. 2249

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SUBSECTION 421 TO SECTION 3.01A OF ARTICLE 3 OF ORDINANCE NO. 802, THE ZONING ORDINANCE OF THE CITY OF ROSEVILLE, REZONING THE M. J. BROCK AND SONS INC. PROPERTY LOCATED IN THE NORTHWEST ROSEVILLE SPECIFIC PLAN, CITY OF ROSEVILLE

Pursuant to the recommendation of the Planning Commission at its public hearing on June 26, 1989, as provided by City Ordinance and section 65854, et seq. of the Government Code,

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Subsection 421 is hereby added to section 3.01A of Article 3 of Ordinance No. 802, the Zoning Ordinance of the City of Roseville, rezoning the M. J. Brock and Sons Inc. property located in the Northwest Roseville Specific Plan, City of Roseville, which is all zoned Agricultural, to be rezoned as follows:

Parcel 18: 10.695± acres to PD, Planned Development for Business and Professional/Commercial.
Parcel 19: 8.395± acres to PD, Planned Development for Business and Professional.
Parcel 20A: 7.990± acres to PD, Planned Development for Park.
Parcel 20B: 1.035± acres to PD, Planned Development for Park.
Parcel 21: 10.768± acres to PD, Planned Development for School.
Parcel 22: 67.778± acres to PD, Planned Development for 325 Single-Family dwelling units.
Parcel 78: 18.449± acres to PD, Planned Development for Recreation/Floodway.

The rezoned areas are shown on a map filed in the office of the City Clerk and the properties are more particularly described in Exhibits 18, 19, 20, 21, 22 and 78, attached hereto.

SECTION 2. This ordinance shall be effective at the expiration of 30 days from the date of its adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 14 days after its adoption cause this ordinance to be posted in full in at least three public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

3759 009 3062 286

EXHIBIT "18"

7359-0
05-30-1989
RICH18
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 18

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at the Southwest Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records; thence from said POINT OF BEGINNING along the South Line of said Parcel North 89°27'10" East a distance of 861.17 feet; thence leaving said South Line South 00°32'50" East a distance of 317.17 feet; thence South 66°09'57" West a distance of 544.43 feet; thence South 47°12'43" West a distance of 164.88 feet; thence South 37°22'19" West a distance of 159.81 feet; thence South 71°55'40" West a distance of 99.93 feet; thence South 54°37'24" West a distance of 44.77 feet; thence South 89°32'15" West a distance of 10.00 feet to a point on the East Line of Parcel B of the aforementioned Parcel Map; thence along said East Line North 00°27'45" West a distance of 824.95 feet to the point of beginning and containing 10.695 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

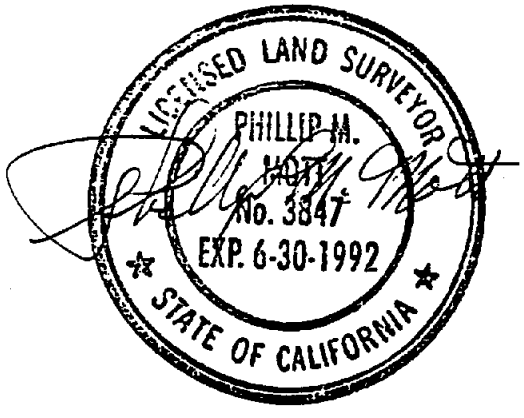


EXHIBIT "20"

7359-0
05-30-1989
RICH20&20B
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 20A AND 20B

PARCEL 20A

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at a point on the Westerly Right of way Line of the Southern Pacific Railroad from which the Southeast Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records bears 171.63 feet along the arc of a 3,746.61 foot radius curve to the right through a central angle of 02°37'29" from a radial line which bears South 58°47'10" West; thence from said POINT OF BEGINNING along said Right of way Line 985.09 feet along the arc of a 3,746.61 foot radius curve to the left through a central angle of 15°03'53" from a radial line which bears South 58°47'10" West; thence leaving said Right of way Line South 39°58'15" West a distance of 88.90 feet; thence South 83°39'35" West a distance of 81.50 feet; thence South 78°24'28" West a distance of 159.25 feet; thence North 68°52'31" West a distance of 141.51 feet; thence North 45°00'00" West a distance of 59.40 feet; thence North 63°35'06" West a distance of 170.84 feet to a point hereinafter referred to as POINT "A"; thence North 46°36'00" West a distance of 126.62 feet; thence North 67°48'16" West a distance of 270.01 feet; thence North 55°25'49" East a distance of 144.52 feet; thence North 73°21'40" East a distance of 90.80 feet; thence North 47°43'35" East a distance of 44.60 feet; thence North 03°03'59" West a distance of 112.16 feet; thence North 90°00'00" West a distance of 43.96 feet; thence North 16°35'14" East a distance of 217.03 feet; thence North 58°41'24" East a distance of 113.94 feet to the point of beginning and containing 7.990 gross acres of land more or less.

PARCEL 20B

TOGETHER WITH: Beginning at a point from which the above referenced POINT "A" bears North 31°36'26" East a distance of 179.02 feet; thence from said POINT OF BEGINNING South 29°35'48" East 95.00 feet; thence South 15°24'12" West a distance of 82.69 feet; thence South 74°35'48" East a distance of 92.17 feet; thence South 18°36'00" West a

EXHIBIT "21"

7359-0
05-30-1989
RICH21
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 21

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at a point from which the Northwest Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 8 of Parcel Maps at Page 24 in the Placer County Official Records bears South 27°48'08" West a distance of 583.16 feet; thence from said POINT OF BEGINNING South 87°21'07" West a distance of 800.86 feet; thence 429.98 feet along the arc of a 450.00 foot radius non tangent curve to the left through a central angle of 54°44'47" from a radial line which bears South 77°28'08" East; thence North 48°55'06" East a distance of 199.29 feet; thence 492.93 feet along the arc of a 500.00 foot radius tangent curve to the right through a central angle of 56°29'07"; thence South 74°35'48" East a distance of 280.38 feet; thence South 15°24'12" West a distance of 100.00 feet; thence South 06°44'50" East a distance of 431.22 feet to the point of beginning and containing 10.768 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

LICENSED LAND SURVEYOR
PHILLIP M.
ROTH
No. 3841
EXP. 6-30-1992
STATE OF CALIFORNIA

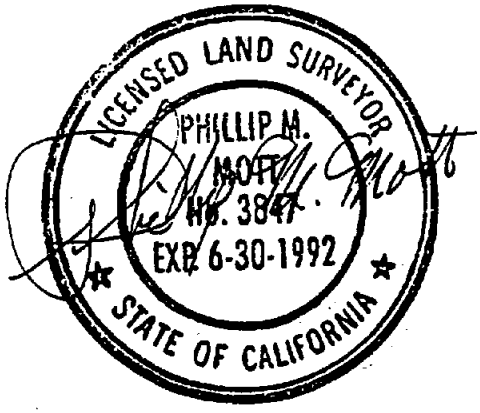
distance of 118.71 feet; thence South 26°33'54" East a distance of 154.29 feet; thence South 15°55'26" West a distance of 142.15 feet to a point on the Northerly Line of Parcel A as shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 24 in said Placer County Official Records; thence along said Northerly Line South 89°27'10" West a distance of 439.94 feet to a point hereinafter referred to as POINT "B"; thence continuing along said Northerly Line South 02°57'50" East a distance of 344.83 feet; thence continuing along said Northerly Line and the North Line of Lot 1 as shown and so designated on that Subdivision Map entitled "Junction Center" filed for Record in Book N of Maps at Page 95 in said Placer County Official Records, South 89°27'10" West a distance of 2,380.02 feet to the point of beginning and containing 67.778 gross acres of land more or less.

TOGETHER WITH: SUBJECT TO A PROPOSED BOUNDARY LINE ADJUSTMENT, A portion of Parcel A as shown and so designated on that Parcel Map filed for Record in Book 8 of Parcel Maps at Page 24 in the Placer County, California Official Records described as follows:

Beginning at the above referenced POINT "B", thence from said POINT OF BEGINNING along the Northerly Boundary Line of said Parcel A South 02°57'50" East a distance of 140.48 feet; thence leaving said Boundary Line North 67°53'18" East a distance of 381.88 feet to a point on said Boundary Line; thence along said Boundary Line South 89°27'10" West a distance of 361.07 feet to the point of beginning and containing 0.582 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA



3798 0000 0062 07

of Washington Blvd. (Old State Highway 65); thence along said Washington Blvd. Right of way Line South 09°31'50" East a distance of 280.91 feet; thence continuing along said Line 224.18 feet along the arc of a 1,260.00 foot tangent curve to the left through a central angle of 10°11'40"; thence leaving said Line and along the North Line of Parcel A as shown and so designated on that Parcel Map filed for Record in Book 8 of Parcel Maps at Page 24 in said Placer County Official Records South 89°27'10" West a distance of 276.45 feet; thence leaving said North Line North 15°55'26" East a distance of 142.15 feet; thence North 26°33'54" West a distance of 154.29 feet: thence North 06°17'13" West a distance of 118.71 feet; thence North 04°08'05" East a distance of 166.43 feet; thence North 53°18'58" West a distance of 308.00 feet; thence South 86°02'40" West a distance of 188.45 feet; thence North 88°01'37" West a distance of 366.68 feet; thence North 71°24'00" West a distance of 162.13 feet; thence South 63°36'00" West a distance of 30.00 feet; thence South 18°36'00" West a distance of 84.69 feet; thence North 74°35'48" West a distance of 92.17 feet; thence North 15°24'12" East a distance of 82.69 feet; thence North 29°35'48" East a distance of 95.00 feet; thence North 74°35'48" West a distance of 190.00 feet; thence North 59°02'10" West a distance of 163.27 feet; thence North 49°16'19" West a distance of 294.27 feet; thence North 55°15'25" West a distance of 75.45 feet; thence North 69°00'54" West a distance of 78.19 feet; thence North 78°59'47" West a distance of 73.35 feet; thence South 86°28'04" West a distance of 81.15 feet; thence South 73°29'44" West a distance of 84.48 feet; thence South 69°10'17" West a distance of 196.87 feet; thence South 61°23'22" West a distance of 75.18 feet; thence South 51°12'56" West a distance of 71.84 feet; thence South 45°39'08" West a distance of 553.63 feet; thence South 89°32'15" West a distance of 40.00 feet to a point on the East Line of Parcel C of said Parcel Map Recorded in Book 18 at Page 12; thence along the East Line of Parcels C and B North 00°27'45" West a distance of 322.32 feet to the point of beginning and containing 18.449 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

LICENSED LAND SURVEYOR
PHILLIP M. [illegible]
No. 3847
EXP. 6-30-1992
STATE OF CALIFORNIA

M3717 P0128

ORDINANCE NO. 2256

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT WITH M. J. BROCK AND SONS INC. FOR A PORTION OF THE NORTHWEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with 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 a portion of the property within the Northwest Roseville Specific Plan Area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for a portion of the property within the Northwest Roseville Specific Plan Area, known as the M. J. Brock and Sons Inc. property, and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Northwest Roseville Specific Plan;

2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;

3. The Development Agreement is in conformity with public convenience, general welfare, and good land use practice;

4. The Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

6. The development permitted by the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Development Agreement.

SECTION 3. The Development Agreement by and between M. J. Brock and Sons Inc. and the City of Roseville, relating to a portion of the Northwest Roseville Specific Plan Area is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

ORDINANCE NO. 2249

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING SUBSECTION 421 TO SECTION 3.01A OF ARTICLE 3 OF ORDINANCE NO. 802, THE ZONING ORDINANCE OF THE CITY OF ROSEVILLE, REZONING THE M. J. BROCK AND SONS INC. PROPERTY LOCATED IN THE NORTHWEST ROSEVILLE SPECIFIC PLAN, CITY OF ROSEVILLE

Pursuant to the recommendation of the Planning Commission at its public hearing on June 26, 1989, as provided by City Ordinance and section 65854, et seq. of the Government Code,

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Subsection 421 is hereby added to section 3.01A of Article 3 of Ordinance No. 802, the Zoning Ordinance of the City of Roseville, rezoning the M. J. Brock and Sons Inc. property located in the Northwest Roseville Specific Plan, City of Roseville, which is all zoned Agricultural, to be rezoned as follows:

Parcel 18: 10.695± acres to PD, Planned Development for Business and Professional/Commercial.
Parcel 19: 8.395± acres to PD, Planned Development for Business and Professional.
Parcel 20A: 7.990± acres to PD, Planned Development for Park.
Parcel 20B: 1.035± acres to PD, Planned Development for Park.
Parcel 21: 10.768± acres to PD, Planned Development for School.
Parcel 22: 67.778± acres to PD, Planned Development for 325 Single-Family dwelling units.
Parcel 78: 18.449± acres to PD, Planned Development for Recreation/Floodway.

The rezoned areas are shown on a map filed in the office of the City Clerk and the properties are more particularly described in Exhibits 18, 19, 20, 21, 22 and 78, attached hereto.

SECTION 2. This ordinance shall be effective at the expiration of 30 days from the date of its adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 14 days after its adoption cause this ordinance to be posted in full in at least three public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 16th day of August, 1989, by the following vote on roll call:

AYES COUNCILMEMBERS: Tom Chambliss, Phil Ozenick, John M. Byouk, Mel Hamel, Bill Santucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

Bill Santucci
MAYOR

ATTEST:

Helen F. Florance
CITY CLERK

THE FOREGOING INSTRUMENT IS THE ORIGINAL ORDINANCE, AND HAS BEEN PUBLISHED BY POSTING IN THE FOLLOWING PUBLIC PLACES: LOBBY OF CLERK'S OFFICE, CITY HALL ENTRANCE, AND LIBRARY ENTRANCE.

AT 5 O'CLOCK 8/17 19 89

Elly Orton
CITY CLERK, CITY OF ROSEVILLE, CALIF.

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

ATTEST:
City Clerk of the City of Roseville, California

Elly Orton
DEPUTY CLERK

BK 3717 PG 424a

0795 080 0052 0052

EXHIBIT "18"

7359-0
05-30-1989
RICH18
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 18

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at the Southwest Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records; thence from said POINT OF BEGINNING along the South Line of said Parcel North 89°27'10" East a distance of 861.17 feet; thence leaving said South Line South 00°32'50" East a distance of 317.17 feet; thence South 66°09'57" West a distance of 544.43 feet; thence South 47°12'43" West a distance of 164.88 feet; thence South 37°22'19" West a distance of 159.81 feet; thence South 71°55'40" West a distance of 99.93 feet; thence South 54°37'24" West a distance of 44.77 feet; thence South 89°32'15" West a distance of 10.00 feet to a point on the East Line of Parcel B of the aforementioned Parcel Map; thence along said East Line North 00°27'45" West a distance of 824.95 feet to the point of beginning and containing 10.695 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

LICENSED LAND SURVEYOR
PHILLIP M. [illegible]
No. 3847
EXP. 6-30-1992
STATE OF CALIFORNIA

EXHIBIT "19"

7359-0
05-30-1989
RICH19
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 19

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at the Southeast Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records; thence from said POINT OF BEGINNING along the Westerly Right of way Line of the Southern Pacific Railroad 171.63 feet along the arc of a 3,746.61 foot radius curve to the left through a central angle of 02°37'29" from a radial line which bears South 61°24'39" West; thence leaving said Right of way Line South 58°41'24" West a distance of 113.94 feet; thence South 16°35'14" West a distance of 245.20 feet; thence South 58°35'17" West a distance of 153.50 feet; thence North 75°20'36" West a distance of 134.37 feet; thence South 89°14'10" West a distance of 150.01 feet; thence North 62°52'19" West a distance of 364.05 feet; thence North 00°32'50" West a distance of 317.17 feet to a point on the South Line of said Parcel A; thence along said South Line North 89°27'10" East a distance of 819.86 feet to the point of beginning and containing 8.395 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

7359 28 002 3067

EXHIBIT "20"

7359-0
05-30-1989
RICH20&20B
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 20A AND 20B

PARCEL 20A

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at a point on the Westerly Right of way Line of the Southern Pacific Railroad from which the Southeast Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records bears 171.63 feet along the arc of a 3,746.61 foot radius curve to the right through a central angle of 02°37'29" from a radial line which bears South 58°47'10" West; thence from said POINT OF BEGINNING along said Right of way Line 985.09 feet along the arc of a 3,746.61 foot radius curve to the left through a central angle of 15°03'53" from a radial line which bears South 58°47'10" West; thence leaving said Right of way Line South 39°58'15" West a distance of 88.90 feet; thence South 83°39'35" West a distance of 81.50 feet; thence South 78°24'28" West a distance of 159.25 feet; thence North 68°52'31" West a distance of 141.51 feet; thence North 45°00'00" West a distance of 59.40 feet; thence North 63°35'06" West a distance of 170.84 feet to a point hereinafter referred to as POINT "A"; thence North 46°36'00" West a distance of 126.62 feet; thence North 67°48'16" West a distance of 270.01 feet; thence North 55°25'49" East a distance of 144.52 feet; thence North 73°21'40" East a distance of 90.80 feet; thence North 47°43'35" East a distance of 44.60 feet; thence North 03°03'59" West a distance of 112.16 feet; thence North 90°00'00" West a distance of 43.96 feet; thence North 16°35'14" East a distance of 217.03 feet; thence North 58°41'24" East a distance of 113.94 feet to the point of beginning and containing 7.990 gross acres of land more or less.

PARCEL 20B

TOGETHER WITH: Beginning at a point from which the above referenced POINT "A" bears North 31°36'26" East a distance of 179.02 feet; thence from said POINT OF BEGINNING South 29°35'48" East 95.00 feet; thence South 15°24'12" West a distance of 82.69 feet; thence South 74°35'48" East a distance of 92.17 feet; thence South 18°36'00" West a

distance of 25.04 feet; thence North 74°35'48" West a distance of 305.38 feet; thence 43.29 feet along the arc of a 500.00 foot radius tangent curve to the left through a central angle of 04°57'37"; thence North 15°37'10" East a distance of 176.74 feet; thence South 74°35'48" East a distance of 190.00 feet to the point of beginning and containing 1.035 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

2249

EXHIBIT "21"

7359-0
05-30-1989
RICH21
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 21

All that certain real property situate in the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at a point from which the Northwest Corner of Parcel A as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 8 of Parcel Maps at Page 24 in the Placer County Official Records bears South 27°48'08" West a distance of 583.16 feet; thence from said POINT OF BEGINNING South 87°21'07" West a distance of 800.86 feet; thence 429.98 feet along the arc of a 450.00 foot radius non tangent curve to the left through a central angle of 54°44'47" from a radial line which bears South 77°28'08" East; thence North 48°55'06" East a distance of 199.29 feet; thence 492.93 feet along the arc of a 500.00 foot radius tangent curve to the right through a central angle of 56°29'07"; thence South 74°35'48" East a distance of 280.38 feet; thence South 15°24'12" West a distance of 100.00 feet; thence South 06°44'50" East a distance of 431.22 feet to the point of beginning and containing 10.768 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

LICENSED LAND SURVEYOR
PHILLIP M. ROTH
NO. 3841
EXP. 6-30-1992
STATE OF CALIFORNIA

7359-0
05-30-1989
RICH22
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 22

All that certain real property situate in the Southwest one quarter (1/4) of Section 27 and the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at the Southeast Corner of Parcel C as said Parcel is shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records; thence from said POINT OF BEGINNING along the East Line of said Parcel North 00°27'45" West a distance of 1,102.72 feet; thence leaving said East Line North 89°32'15" East a distance of 40.00 feet; thence North 45°39'08" East a distance of 553.63 feet; thence North 51°12'56" East a distance of 71.84 feet; thence North 61°23'22" East a distance of 75.18 feet; thence North 69°10'17" East a distance of 196.87 feet; thence North 73°29'44" East a distance of 84.48 feet; thence North 86°28'04" East a distance of 81.15 feet; thence South 78°59'47" East a distance of 73.35 feet; thence South 69°00'54" East a distance of 78.19 feet; thence South 55°15'25" East a distance of 75.45 feet; thence South 49°16'19" East a distance of 294.27 feet; thence South 59°02'10" East a distance of 163.27 feet; thence South 15°37'10" West a distance of 176.74 feet; thence 449.64 feet along the arc of a 500.00 foot radius non tangent curve to the left through a central angle of 51°31'29" from a radial line which bears North 10°26'35" East; thence South 48°55'06" West a distance of 199.29 feet; thence 429.98 feet along the arc of a 450.00 foot radius non tangent curve to the right through a central angle of 54°44'47" from a radial line which bears North 47°47'04" East; thence North 87°21'07" East a distance of 800.86 feet; thence North 06°44'50" West a distance of 431.22 feet; thence North 15°24'12" East a distance of 100.00 feet; thence South 74°35'48" East a distance of 25.00 feet; thence North 18°36'00" East a distance of 109.73 feet; thence North 63°36'00" East a distance of 30.00 feet; thence South 71°24'00" East a distance of 162.13 feet; thence South 88°01'37" East a distance of 366.68 feet; thence North 86°02'40" East a distance of 188.45 feet; thence South 53°18'58" East a distance of 308.00 feet; thence South 04°08'05" West a distance of 166.43 feet; thence South 06°17'13" East a

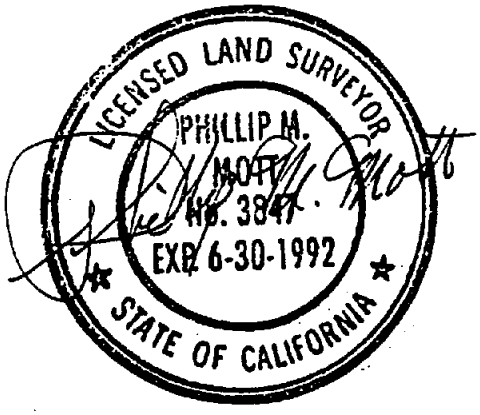
distance of 118.71 feet; thence South 26°33'54" East a distance of 154.29 feet; thence South 15°55'26" West a distance of 142.15 feet to a point on the Northerly Line of Parcel A as shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 24 in said Placer County Official Records; thence along said Northerly Line South 89°27'10" West a distance of 439.94 feet to a point hereinafter referred to as POINT "B"; thence continuing along said Northerly Line South 02°57'50" East a distance of 344.83 feet; thence continuing along said Northerly Line and the North Line of Lot 1 as shown and so designated on that Subdivision Map entitled "Junction Center" filed for Record in Book N of Maps at Page 95 in said Placer County Official Records, South 89°27'10" West a distance of 2,380.02 feet to the point of beginning and containing 67.778 gross acres of land more or less.

TOGETHER WITH: SUBJECT TO A PROPOSED BOUNDARY LINE ADJUSTMENT, A portion of Parcel A as shown and so designated on that Parcel Map filed for Record in Book 8 of Parcel Maps at Page 24 in the Placer County, California Official Records described as follows:

Beginning at the above referenced POINT "B", thence from said POINT OF BEGINNING along the Northerly Boundary Line of said Parcel A South 02°57'50" East a distance of 140.48 feet; thence leaving said Boundary Line North 67°53'18" East a distance of 381.88 feet to a point on said Boundary Line; thence along said Boundary Line South 89°27'10" West a distance of 361.07 feet to the point of beginning and containing 0.582 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA



0799 0000 0052 97

2240

EXHIBIT "78"

7359-0
05-30-1989
RICH78
PMM3

EXHIBIT "A"
DESCRIPTION FOR REZONING OF THE RICH PROPERTY
PARCEL 78

All that certain real property situate in the Southwest one quarter (1/4) of Section 27 and the South one half (1/2) of Section 28, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California described as follows:

Beginning at a point on the East Line of Parcel B from which the Southeast Corner of Parcel C as said Parcels are shown and so designated on that Parcel Map filed for Record in Book 18 of Parcel Maps at Page 12 in the Placer County Official Records bears South 00°27'45" East a distance of 1,425.04 feet; thence from said POINT OF BEGINNING and leaving the East Line of said Parcel North 89°32'15" East a distance of 10.00 feet; thence North 54°37'24" East a distance of 44.77 feet; thence North 71°55'40" East a distance of 99.93 feet; thence North 37°22'19" East a distance of 159.81 feet; thence North 47°12'43" East a distance of 164.88 feet; thence North 66°09'57" East a distance of 544.43 feet; thence South 62°52'19" East a distance of 364.05 feet; thence North 89°14'10" East a distance of 150.01 feet; thence South 75°20'36" East a distance of 134.37 feet; thence North 58°35'17" East a distance of 153.50 feet; thence North 16°35'14" East a distance of 28.17 feet; thence South 90°00'00" East a distance of 43.96 feet; thence South 03°03'59" East a distance of 112.16 feet; thence South 47°43'35" West a distance of 44.60 feet; thence South 73°21'40" West a distance of 90.80 feet; thence South 55°25'49" West a distance of 144.52 feet; thence South 67°48'16" East a distance of 270.01 feet; thence South 46°36'00" East a distance of 126.62 feet; thence South 63°35'06" East a distance of 170.84 feet; thence South 45°00'00" East a distance of 59.40 feet; thence South 68°52'31" East a distance of 141.51 feet; thence North 78°24'28" East a distance of 159.25 feet; thence North 83°39'35" East a distance of 81.50 feet; thence North 39°58'15" East a distance of 88.90 feet to a point on the Southwesterly Right of way Line of the Southern Pacific Railroad; thence along said Right of way Line 544.12 feet along the arc of a 3,746.61 foot radius non tangent curve to the left through a central angle of 08°19'16" from a radial line which bears South 43°43'17" West; thence continuing along said Right of way Line South 54°35'59" East a distance of 236.96 feet to a point on the Westerly Right of way Line

of Washington Blvd. (Old State Highway 65); thence along said Washington Blvd. Right of way Line South 09°31'50" East a distance of 280.91 feet; thence continuing along said Line 224.18 feet along the arc of a 1,260.00 foot tangent curve to the left through a central angle of 10°11'40"; thence leaving said Line and along the North Line of Parcel A as shown and so designated on that Parcel Map filed for Record in Book 8 of Parcel Maps at Page 24 in said Placer County Official Records South 89°27'10" West a distance of 276.45 feet; thence leaving said North Line North 15°55'26" East a distance of 142.15 feet; thence North 26°33'54" West a distance of 154.29 feet: thence North 06°17'13" West a distance of 118.71 feet; thence North 04°08'05" East a distance of 166.43 feet; thence North 53°18'58" West a distance of 308.00 feet; thence South 86°02'40" West a distance of 188.45 feet; thence North 88°01'37" West a distance of 366.68 feet; thence North 71°24'00" West a distance of 162.13 feet; thence South 63°36'00" West a distance of 30.00 feet; thence South 18°36'00" West a distance of 84.69 feet; thence North 74°35'48" West a distance of 92.17 feet; thence North 15°24'12" East a distance of 82.69 feet; thence North 29°35'48" East a distance of 95.00 feet; thence North 74°35'48" West a distance of 190.00 feet; thence North 59°02'10" West a distance of 163.27 feet; thence North 49°16'19" West a distance of 294.27 feet; thence North 55°15'25" West a distance of 75.45 feet; thence North 69°00'54" West a distance of 78.19 feet; thence North 78°59'47" West a distance of 73.35 feet; thence South 86°28'04" West a distance of 81.15 feet; thence South 73°29'44" West a distance of 84.48 feet; thence South 69°10'17" West a distance of 196.87 feet; thence South 61°23'22" West a distance of 75.18 feet; thence South 51°12'56" West a distance of 71.84 feet; thence South 45°39'08" West a distance of 553.63 feet; thence South 89°32'15" West a distance of 40.00 feet to a point on the East Line of Parcel C of said Parcel Map Recorded in Book 18 at Page 12; thence along the East Line of Parcels C and B North 00°27'45" West a distance of 322.32 feet to the point of beginning and containing 18.449 gross acres of land more or less.

SEE ATTACHED EXHIBIT "A-1"

PREPARED BY THE FIRM OF
MACKAY AND SOMPS CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA

0798 300 002 0074

LICENSED LAND SURVEYOR
PHILLIP M. [illegible]
No. 3847
EXP. 6-30-1992
STATE OF CALIFORNIA

M3117 PG 0038

ORDINANCE NO. 2256

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT WITH M. J. BROCK AND SONS INC. FOR A PORTION OF THE NORTHWEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with 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 a portion of the property within the Northwest Roseville Specific Plan Area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for a portion of the property within the Northwest Roseville Specific Plan Area, known as the M. J. Brock and Sons Inc. property, and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Northwest Roseville Specific Plan;

2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;

3. The Development Agreement is in conformity with public convenience, general welfare, and good land use practice;

4. The Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

6. The development permitted by the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Development Agreement.

SECTION 3. The Development Agreement by and between M. J. Brock and Sons Inc. and the City of Roseville, relating to a portion of the Northwest Roseville Specific Plan Area is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this 16th day of August, 1989, by the following vote on roll call:

AYES COUNCILMEMBERS: Tom Chambliss, Phil Ozenick, John M. Byouk, Mel Hamel, Bill Santucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

Bill Santucci
MAYOR

ATTEST:

Helen Florance
CITY CLERK

THIS INSTRUMENT IS THE ORIGINAL ORDINANCE.
PUBLISHED BY POSTING IN THE FOLLOWING
LOBBY OF CLERK'S OFFICE, CITY HALL
ENTRANCE, AND LIBRARY ENTRANCE.
AT 5 O'CLOCK August 17 '89
Elly Ortiz Deputy
CITY OF ROSEVILLE, CALIF.

CITY OF ROSEVILLE
INCORPORATED
The foregoing instrument is a correct copy of the original on file in this office.
ATTEST:
City Clerk of the City of Roseville, California
Elly Ortiz
DEPUTY CLERK

0799 001 082 375

52296

2256