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AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
THE SOUTHFORK PARTNERSHIP RELATIVE TO THE
DEVELOPMENT KNOWN AS THE SOUTHFORK PROPERTY

FILED

JUL 22 1987

CITY OF ROSEVILLE
BY *

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 BY AND BETWEEN THE CITY OF ROSEVILLE AND
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AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
THE SOUTHFORK PARTNERSHIP RELATIVE TO THE
DEVELOPMENT KNOWN AS THE SOUTHFORK PROPERTY

The Development Agreement by and between the City of Roseville and Southfork Partnership Relative to the Development known as Johnson Ranch (the "Johnson Ranch Agreement"), affecting the real property described in Exhibit A-1 attached hereto (the "Johnson Ranch Property"), was adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1847, and recorded on April 9, 1985, in Book 2792, Page 1, of the Official Records of the County of Placer, was amended on July 24, 1985, by an amendment recorded on August 23, 1985, in Book 2854, Page 458, of the Official Records of the County of Placer, and was further amended on February 7, 1986, by an amendment recorded February 14, 1986, in Book 2930, Page 142, of the Official Records of the County of Placer. The Development Agreement by and between the City of Roseville and Southfork Partnership Relative to the Development known as Birdland (the "Birdland Agreement"), affecting the real property described in Exhibit A-2 attached hereto (the "Birdland Property"), was adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1850, and recorded on April 9, 1985, in Book 2791, Page 277, of the Official Records of the County of Placer. The Development Agreement by and between the City of Roseville and Southfork Partnership Relative to the Development known as Cliff-Land (the "Cliff-Land Agreement"), affecting the real property described in Exhibit A-3 attached hereto (the "Cliff-Land Property"), was adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1849, and recorded on April 9, 1985,

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in Book 2791, Page 51, of the Official Records of the County of Placer. The Development Agreement by and between the City of Roseville and Southfork Partnership Relative to the Development known as Central Land (the "Central Land Agreement"), affecting the real property described in Exhibit A-4 attached hereto (the "Central Land Property"), was adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1848, and recorded on April 9, 1985, in Book 2791, Page 507, of the Official Records of the County of Placer. The Development Agreement by and between the City of Roseville and R. C. Duncan Relative to the Development known as Hogland (the "Hogland Agreement"), affecting the real property described in Exhibit A-5 attached hereto (the "Hogland Property"), was adopted by the City of Roseville on April 9, 1986, by Ordinance No. 1959, and recorded on May 9, 1986, in Book 2970, Page 118, of the Official Records of the County of Placer. The above-described Agreements shall be referred to hereinafter collectively as "the Recorded Agreements."

Southfork Partnership, a California general partnership (hereinafter "Landowner"), still owns or has acquired title to all the real property which is the subject of the Recorded Agreements. Landowner and the City of Roseville, a municipal corporation (hereinafter "City"), desire to modify each of the Recorded Agreements and combine the Recorded Agreements into a single agreement which shall restate, replace and supersede the Recorded Agreements.

Accordingly, this Amended and Restated Development Agreement is entered into this _____ day of March, 1987, by and between Landowner and City, pursuant to the authority of Sections 65864 through 65869.5 of the Government Code.

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Recitals

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

2. Property. Landowner owns in fee that certain property described in Exhibits A-1 through A-5 (hereinafter "subject property"), attached hereto and incorporated herein by this reference. Landowner seeks City's approval of proposed land uses and zoning of subject property consistent with the Roseville General Plan (inclusive of 1983 and 1984 amendments) and the Southeast Roseville Specific Plan, adopted February 20, 1985 (Exhibit B, attached hereto and incorporated herein by this reference). These plans provide for the development of a Business and Professional Corridor adjacent to Douglas Boulevard together with commercial and residential development of portions of subject property.

3. Hearings. On August 9, 1984, 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 Recorded Agreements in a duly noticed public hearing. On February 12, 1987, the City Planning Commission, designated by City Ordinance No. 802 as the advisory agency for purposes of development agreement review pursuant to Government Code Section 6587, considered this Agreement in a duly noticed public hearing.

4. Environmental Impact Report. On January 11, 1984, the City Council certified as adequate and complete the

Final Environmental Impact Report ("EIR") for the Land Use Element of the General Plan for the City of Roseville. This action followed the adoption of the Circulation and Housing Elements of the General Plan, and the EIRs therefor, during 1983. On December 17, 1986, the City Council certified as adequate and complete the EIR for the Schools Component of the Public Services and Facilities Element of the General Plan for the City of Roseville. The City Council finds that no subsequent or supplemental environmental impact report relating to the Southeast Roseville Specific Plan or this Development Agreement is necessary in that the terms and conditions of the Specific Plan and this Amended and Restated Development Agreement are consistent with and within the scope of the previous final EIRs. Mitigation measures were suggested in the final EIRs and are incorporated to the extent feasible in the revised development plans, Covenants, Conditions and Restrictions, and the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

5. No Further Environmental Documents. Pursuant to Title 14, California Administrative Code, Section 15067, the City Environmental Coordinator has determined that there are no substantial changes in the project or in the circumstances under which the project is to be undertaken, and that the project and the adoption of this Agreement involves no new impacts not considered in the previous EIRs; therefore, no further environmental documents relating to the Southeast Roseville Specific Plan or this Agreement are required. Landowner, pursuant to this Agreement, will be bound by the fees, measures and provisions adopted by the City to mitigate any impacts related to the need for Public Facilities including, but not limited to, schools.

6. Negative Declaration. Following consideration and certification of the aforementioned Final Environmental Impact Reports and of CEQA related findings, the City Council on March 18, 1987, adopted a Negative Declaration with respect to the following entitlements to permit development of Business and Professional uses together with commercial and residential development on portions of the subject property:

A. The Roseville General Plan, as amended by Resolution No. 85-41 dated February 20, 1985, and Resolution No. 86-247 dated December 17, 1986;

B. The Southeast Roseville Specific Plan, as adopted by Resolution No. 85-40 dated February 20, 1985;

C. The Rezoning of Subject Property pursuant to Ordinance No. 18-46 dated March 6, 1985, and Ordinance No. 18-79 dated July 24, 1985;

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

E. Ordinance No. 2032, adopting this Agreement (the "Adopting Ordinance").

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

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

9. Need for Services and Facilities. Development of subject property will result in a need for municipal services

and facilities, including schools, in excess of those otherwise required for implementation of the General Plan.

10. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services, including but not limited to school facilities, as required to mitigate impacts of the development on the community, and City agrees to assure that Landowner may proceed and complete development of subject property in accordance with the terms of this Agreement. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts of the project, City would not and could not approve the development of subject property as provided by this Agreement. City's approval of development of subject property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements, including but not limited to school facilities, as herein provided to mitigate the impacts of the project.

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

12. Consistency With General Plan and Southeast 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 Southeast Roseville Specific Plan.

Agreement

SECTION 1. GENERAL PROVISIONS.

A. Property Description and Binding Covenants. Subject property is that property described in Exhibit A. It

is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with said property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

B. Term.

1. The term of this Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not effect any right or duty emanating from City entitlements on the subject property approved concurrently with or subsequent to the approval of this Agreement, nor shall said termination of the Agreement effect the covenants contained herein in Sections 3.B and 4.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 the Covenants, Conditions and Restrictions and ordinance violations.

2. This Agreement may be terminated with respect to any of subject property zoned for residential use at the election of the property owner upon recordation of a final residential subdivision map of such property and written notice to City of such election to terminate. No such subdivision map may be recorded, nor shall this Agreement terminate with respect thereto, unless an appropriate covenant or condition has been

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recorded with respect to such subdivision; such covenant or condition to ensure that the landscaping and maintenance commitments created pursuant to Sections 3.B and 4.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 with the County Recorder within ten (10) days of receipt of such notice.

3. This Agreement may be terminated with respect to any of the subject properties zoned for business-professional, commercial or other nonresidential uses at the election of the property owner, upon recordation of a final subdivision map or parcel map of such property and written notice to City of such election to terminate, provided the following conditions are met: (a) such released parcel shall not include more than fifteen (15) acres; and (b) all improvements or other obligations of Landowner as set forth in this Agreement with respect to the phase within which such released parcel is included, and any preceding phases, shall have been completed. No such subdivision map or parcel map may be recorded, nor shall this Agreement terminate with respect thereto, unless an appropriate covenant or condition has been recorded with respect to such parcel; such covenant or condition shall ensure that the landscaping and maintenance commitments created pursuant to Sections 3.B and 4.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 with the County Recorder within ten (10) days of receipt of such notice.

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C. Assignment. Landowner shall have the right to sell, assign, or transfer this Agreement with all of its right, title and interests therein to any person, firm or corporation at any time during the term of this Agreement, subject to the consent of City, such consent not to be unreasonably withheld. No such consent shall be required after January 1, 2005. Express assumption of any of the obligations of the Landowner under this Agreement by any such assignee shall relieve Landowner from said obligation or obligations under this Agreement.

D. Notices. Formal written notices, demands, correspondence and communications between City and Landowner shall be sufficiently given if dispatched by postage prepaid first-class mail to the principal offices of the City and Landowner, as set forth in Section 10, or such person or entity designated in notice to the City pursuant to this Section 1.D. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Landowner shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of 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.

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

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

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

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

F. Amendment of Schematic Development Plan.

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

2. Except as provided herein, amendment of the Schematic Development Plan or Southeast Roseville

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Specific Plan shall comply with the procedural provisions of statutes and the zoning ordinance in effect on the date of application for such amendment.

SECTION 2. DEVELOPMENT OF THE PROPERTY.

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

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

City agrees that additional land use has been granted, is granted and grants herewith to the property subject to this Agreement as follows: 102.1 acres, more or less, of Business and Professional land use, 22.15 additional acres of commercial land use (for a total of 27.6 acres of commercial land uses within the Southeast Roseville Specific Plan Area) and 2,990 additional dwelling units for residential use (for a total of 3,630 dwelling units within the Southeast Roseville Specific Plan Area), all as set forth on Exhibits B and C, attached hereto and incorporated herein by reference. The square footage of structures constructed on land allocated to Business and Professional Use shall not

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exceed 40% nor be less than 30% of the square footage of the parcel upon which the structure is constructed if such structure is a single story. The square footage of each floor of such structure shall not exceed 35% nor be less than 28% of the land area if such structure is two or more stories. For the purposes of the preceding calculations, a parcel shall not be deemed to include areas designated as Open Space/Floodway areas as set forth in the Southeast Roseville Specific Plan and Exhibit C hereto.

Exhibits B and C provide for an increase of 2,990 residential units, in addition to the 640 units allocated in the 1977 General Plan, for a total of 3,630 units, at a density of 4-22 dwelling units per acre.

B. Dedication of Land.

1. Landowner, upon demand of City, shall dedicate and convey to the City a parcel (Parcel MP-1), of 14.0 acres, more or less, and one of 9.0 acres, more or less (Parcel MP-2), as shown on the Schematic Development Plan, for inclusion in the Maidu Regional Park.

2. Landowner, upon demand of City, shall dedicate and convey to City a parcel (Parcel FS-1) of 1.56 acres, more or less, as shown on the Schematic Development Plan, for the purposes of constructing a Fire Station; and a parcel (Parcel ESS-1) of 2.1 acres, more or less, for the purpose of constructing an electrical substation.

3. Landowner, upon demand of City, shall execute a covenant preserving, in perpetuity, a 50', more or less, scenic corridor consisting of 6.5 acres, more or less, adjacent to and on the south side of Douglas Boulevard, a 35' scenic corridor consisting of 11.73 acres, more or less, adjacent to and on both sides of Eureka Road, a 50' scenic corridor consisting of 13.25 acres, more or less, adjacent to and on both

sides of the East Roseville Parkway, and 51 acres, more or less, of Landscaped Open Space along Cirby Creek and Strap Ravine for floodway and drainage purposes, as shown on the Schematic Development Plan and providing for the perpetual maintenance thereof.

4. Landowner has granted or grants herewith an option to purchase a 7.0-acre, more or less, site (ESD-1) as shown on the Schematic Development Plan for use as a school site by the Eureka School District.

5. Landowner has granted an option to purchase a 5.5-acre, more or less, site (ESD-2 East) as shown on the Schematic Development Plan for use as a school site by the Eureka School District.

6. Landowner has granted or grants herewith an option to purchase a 0.75-acre, more or less, site (ESD-2 West) as shown on the Schematic Development Plan for use as a portion of a School Site by the Eureka School District.

7. Landowner has granted or grants herewith an option to purchase the southerly 7.2 acres, more or less, of a site (ESD-3 South) as shown on the Schematic Development Plan for use as part of the school site.

8. Landowner has granted or grants herewith an option to purchase the northerly 11.3 acres, more or less, of a site (ESD-3 North) as shown on the Schematic Development Plan for use as part of a school site by the Eureka School District.

9. It is understood that the purchase price of the sites set forth in 2.B.4, 2.B.5 and 2.B.6 shall be the value stipulated in the Option Agreement between the Eureka School District and Landowner dated August 4, 1985.

10. It is understood that the purchase price, if any, of the sites set forth in 2.B.7 and 2.B.8 hereof

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shall be the fair market value of the site based upon rules, regulations and procedures of the Office of Local Assistance of the Department of General Services of the State of California; such value to be calculated as of the date of actual purchase. In the event that the School District has not acquired the sites optioned in Sections 2.B.7 and 2.B.8 by July 1, 1999, each such unexercised option shall be deemed terminated and void.

11. Any payment by the Eureka School District for a school site acquired pursuant to this Section may be made in a method other than cash provided such method is authorized by and consistent with the measures and provisions to which reference is made in Section 2.C hereof.

C. Schools Component. Landowner shall be bound by the fees, measures and provisions in the schools component of the Public Services and Facilities Element adopted by the City on December 17, 1986, and all other applicable provisions of ordinances of the City.

D. Senior Citizen Housing. Landowner agrees that the 18.2-acre, more or less, parcel shown on the Schematic Development Plan as "Seniors Housing" shall be used for the construction of 400 units, more or less, of residential housing to be occupied by senior citizens.

E. Low-Income Housing. Landowner agrees to undertake to construct a total of 82 units, to be priced so as to be affordable by persons in the low or very low income range as set forth in the Land Use and Housing Elements of the Roseville General Plan and to construct 80 units to be priced so as to be affordable by persons in the low- to moderate-income range. Such units will be in areas zoned for density of 15 units per acre or higher and shall not be required to exceed 25% of the units in any such zone. City agrees to use its best efforts to aid Landowner in making

such units affordable to low income individuals by discounting or waiving, when possible, necessary fees for permits and services required by such units. Landowner agrees that any waivers or discounts under this section shall be used only to reduce the purchase price of such low income units. Such units shall be completed not later than Phase V of this Agreement.

F. Sewer Assessment District. The City acknowledges that Landowner is included in the Southeast Placer Sewer Assessment District A-90, formed by Placer County on July 6, 1983. Landowner acknowledges that the resulting confirmed assessment on the property was based on a land use intensity of 1,280 equivalent residential units. Landowner further acknowledges that the proposed development of the property detailed in Section 2.A will require sewer capacity for an equivalent of 3,951 residential units. Landowner has consented to an increased sewer assessment required to serve the addition of 2,671 units for which no assessment is currently in effect. Such consent was in the form of signed waivers to increase assessment, copies of which are attached hereto as Exhibit D. Such increased assessment will be Eight Hundred Dollars (\$800) per additional unit to conform with the adopted assessment spread method. In the event that City finds that the South Placer Wastewater Trunkline Project cannot accommodate the flows arising out of the implementation of this Agreement, City may cease to issue building permits until such time as City makes an alternative finding. City acknowledges that waste from the South Placer service area, including portions of the service area within the City of Roseville, to be conveyed as a result of the Project, will be processed and treated by the City of Roseville in its waste treatment facilities.

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G. Park Utilities. Landowner shall stub utilities into Maidu Regional Park in three (3) locations as shown on the Schematic Development Plan.

H. Trunk Water Main. Landowner shall construct or cause to be constructed a trunk water main to serve the Southeast Roseville Specific Plan Area and other areas of the City. Such main is estimated to be 42" in diameter and is estimated to be approximately 8,000 feet, more or less, in length. The cost of the main shall be apportioned to each Landowner in the Southeast Roseville Specific Plan Area in proportion to the estimated water demand of each such Landowner pursuant to the Plan and the appropriate Development Agreements. It is stipulated herewith that the diameter of such main is in excess of that required to meet the needs arising out of the land use conveyed herein. It is further stipulated that the cost of such a main (arising out of the excess capacity) is attributable to requirements of the City unrelated to the Southeast Roseville Specific Plan Area. The costs of construction of such excess capacity shall be the subject of an amendment of the reimbursement agreement between Landowner and City dated November 29, 1984, or, at the City's option, an assessment district to be formed by the City (to which Landowner agrees not to object) for the purpose of construction of a trunk water main serving all or a part of the City of Roseville. Landowner shall be reimbursed for the actual costs of construction of excess capacity and financing of such costs pursuant to the reimbursement agreement or shall receive such actual costs of construction and financing as a credit or actual reimbursement from the assessment district. Landowner acknowledges that in the event an assessment district is not formed by City, or to the extent reimbursement does not

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occur pursuant to the reimbursement agreement or an amendment to it, Landowner shall not be entitled to any compensation whatsoever, from City for construction of the water main.

I. Rules, Regulations and Official Policies.

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

2. This section shall not preclude the application to development of subject property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. In the event such changes in State or Federal laws prevent or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 3.D of this Agreement.

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3. This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent development of the subject property for the uses and to the density and intensity of development as provided by the Schematic Development Plan and the Southeast Roseville Specific Plan.

SECTION 3. OBLIGATIONS OF LANDOWNER.

A. Dedication, Improvements, Credits and Phasing.

1. Landowner, at request of City, shall be required to dedicate and convey the land reserved as set forth in Section 2.B.1 hereof.

2. Landowner shall construct and improve the Maidu Park Perimeter Road (McClaren Drive, extended and Johnson Ranch Road, extended), such construction and improvement to be subject to the phasing schedule set forth in Section 3.A.9.

3. In consideration of the conveyance of land set forth in 3.A.1 and the construction of the perimeter road set forth in 3.A.2, City agrees to waive payment of the park fees for 1,000 residential units which would otherwise be due or arise from the exercise of land use and development authorized in Section 2.A hereof. The allocation of parcels, and the units thereon, which benefit from this waiver shall be made by Landowner. In the event that any parcel subject to a waiver of fees pursuant to this subsection is sold, conveyed or transferred, Landowner shall give notice

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to the City of such transfer and the number of units on such parcel which will benefit from this waiver. The number of units subject to such a waiver shall be specified on the tentative map filed for any parcel.

4. In the event that the value of land reserved for a School District pursuant to subsections 2.B.4, 2.B.5, 2.B.6, 2.B.7, 2.B.8 and 2.B.9 above, is in excess of fees which may be due to the School District, the balance of such value shall be deemed a credit against any future fees, assessments or other obligations due to the Eureka School District.

5. Landowner shall grant and convey, in further consideration of the land use granted herein, that portion of its property (45.92 acres, more or less), as may be required for the construction of the circulation improvements enumerated in 3.A.9 hereof and the Southeast Roseville Specific Plan.

Landowner shall convey right of way, without cost to the City, and widen and improve Douglas Boulevard to four lanes including median improvements, as shown on the Schematic Development Plan. Landowner shall absorb, and no credits shall be given for, the cost of two of the additional lanes (Phases I, II, III and IV), adjacent to Landowner's property, to be constructed pursuant to this subsection. Landowner shall advance and carry the costs of any widening, realignment, alteration or median improvements (Phases I, II, III and IV as set forth in 3.A.9) of the existing two lanes of Douglas Boulevard, and shall further advance and carry the costs of constructing two additional lanes east of the eastern boundary of Landowner's property and west of Sierra College Boulevard; Landowner shall receive a credit against the one percent street improvement fee arising from the exercise of land use

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and development authorized in Section 2.A hereof, for the actual costs of such construction and the financing of such costs. Landowner shall construct and complete the final two lanes (Phases I and VII as set forth in 3.A.9), such costs, and Landowner's interest thereon, to be credited against the one percent street improvement fee. City shall reimburse Landowner from costs incurred in excess of accrued credits for construction of the improvements to Douglas Boulevard, Eureka Road and East Roseville Boulevard as set forth in Phases VII and VIII.

6. 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 Southeast Roseville Specific Plan.

7. Landowner shall complete the following improvements:

a. Widen that portion of Douglas Boulevard which abuts Landowners' property as set forth in Phases I, II, III, and IV of 3.A.9 hereof.

b. Construct or cause to be constructed that portion of Eureka Road which is within Landowner's property as set forth in Phases I, II, and V of 3.A.9 hereof, and as shown on the Schematic Development Plan.

c. Construct or cause to be constructed that portion of the East Roseville Parkway which is within Landowner's property as set forth in Phases II, III, VI and VII of 3.A.9 hereof, and as shown on the Schematic Development Plan.

d. Construct or cause to be constructed the signals for the intersections at:

i. Eureka Road and Professional Drive.

ii. East Roseville Parkway and North Cirby Way.

iii. Eureka Road and East Roseville Boulevard.

iv. East Roseville Parkway and the Parkhill Drive.

e. Provide one half the cost of traffic signals at:

i. Douglas Boulevard and Eureka Road.

ii. Douglas Boulevard and East Roseville Boulevard.

iii. Sierra College Boulevard and Eureka Road.

iv. Sierra College Boulevard and East Roseville Parkway.

f. Construct a perimeter circulation system (Johnson Ranch and McClaren Drives) which surrounds the revised boundaries of Maidu Regional Park.

g. Construct that portion of North Cirby Way which is within Landowner's property as set forth in Phase VI of 3.A.9 hereof, and as shown on the Schematic Development Plan.

h. Bear the cost of adding two (2) of the additional four (4) lanes to be added to that portion of Sierra College Boulevard (for a total of six (6) lanes) which abuts Landowner's property as set forth in Phases IV, V and VIII of 3.A.9 hereof, and as shown on the Schematic Development Plan.

8. Landowner's contributions with respect to the construction of all infrastructure improvements referred to herein shall be taken equitably into

account in connection with the formation of, and apportionment of the amount of, any assessment levied by any improvement assessment district (formed by the City of Roseville) after the date of the Recorded Agreements, which includes all or any part of the subject property. The provisions of this Agreement shall not be construed to constitute a waiver by either party of participation by Landowner in any benefit assessment district which may be formed for the construction of circulation improvements.

9. The phasing of circulation improvements set forth in 3.A.7 shall be as follows:

a. Phase I:

i. Widening of and improvement of Douglas Boulevard to a six-lane arterial from Rocky Ridge (realigned) to Eureka Road.

ii. Construction of Eureka Road (as a six-lane arterial) from Douglas Boulevard to its intersection with Professional Drive (as shown in the Schematic Development Plan).

iii. Construction of Professional Drive as a two-lane collector street.

iv. Construction of Rocky Ridge Drive (realigned) from Douglas Boulevard south to Professional Drive, pursuant to the standards as set forth on the Rocky Ridge/Harding Assessment District Plan.

b. Phase II:

i. Construction of Eureka Road as a four-lane arterial from Professional Drive to its designated intersection with East Roseville Parkway.

ii. Construction of the East Roseville Parkway as a four-lane arterial from its

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designated intersection with Eureka Road in a southerly direction for a distance of not less than 1,200 feet.

iii. Completion of the Maidu Perimeter Road (McClaren Drive, extended and Johnson Ranch Road, extended).

iv. Widening and improvement of Douglas Boulevard to a four-lane arterial from Eureka Road to the PG&E power line easements.

v. Widening and improvement of Douglas Boulevard to a four-lane arterial from Sierra College Boulevard westerly 850 feet, more or less.

vi. Widening and improvement of Sierra College Boulevard to a four-lane arterial from Douglas Boulevard southerly 600 feet, more or less.

c. Phase III.

i. Widening and improvement of Douglas Boulevard to a four-lane arterial from the PG&E power easement to the East Roseville Parkway.

ii. Construction of the East Roseville Parkway as a four-lane arterial from Douglas Boulevard to its designated intersection with Eureka Road.

d. Phase IV.

i. Widening and improvement of Douglas Boulevard to a four-lane arterial from East Roseville Parkway to the eastern boundary of Landowner's property.

ii. Widening and improvements of Sierra College Boulevard to a four-lane arterial

from the northern boundary of Landowner's property to the South Fork of Strap Ravine.

e. Phase V.

i. Construction of Eureka Road (two lanes) from the East Roseville Parkway to Sierra College Boulevard.

ii. Widening and improvement of Sierra College Boulevard to a four-lane arterial from the South Fork of Strap Ravine to a point three hundred feet south of Eureka Road.

f. Phase VI.

i. Construction of the East Roseville Parkway as a four-lane arterial from a point 1,200 feet south of Eureka Road to its intersection with North Cirby Way.

ii. Construction of North Cirby Way as a two-lane collector from the boundary of the Southeast Roseville Specific Plan Area to its intersection with the East Roseville Parkway.

g. Phase VII.

i. Construction of the East Roseville Parkway as a four-lane arterial from its intersection with North Cirby Way to its intersection with Sierra College Boulevard.

ii. Widen Douglas Boulevard to a six-lane arterial from Eureka Road to Sierra College Boulevard.

iii. Widen Eureka Road to a six-lane arterial from Professional Drive to the East Roseville Parkway.

iv. Widen Eureka Road to four lanes from the East Roseville Parkway to Sierra College Boulevard.

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h. Phase VIII.

i. Widen and improve Sierra College Boulevard to a six-lane arterial from Douglas Boulevard to the South Boundary of the Southeast Roseville Specific Plan Area.

ii. Widen the East Roseville Parkway to a six-lane arterial from Douglas Boulevard to Sierra College Boulevard.

10. Provided that Landowner has constructed the circulation improvements for each phase as set forth herein, City shall not refrain from approving subdivision or parcel maps nor shall it cease to issue building permits for the next phase, in numerical sequence for Phases I, II and III.

B. Corridor/Open Space Landscaping.

1. This Section 3.B defines the obligations of Landowner to participate in the financing of landscaping and to provide a mechanism for the perpetual maintenance of approximately 31.5 acres, more or less, of scenic corridor contiguous to and on both sides of Eureka Road and of the East Roseville Parkway and on the South Side of Douglas Boulevard, and of 51 acres, more or less, of Open Space/Floodway (as shown on the Schematic Development Plan) and to landscape portions of such Scenic Corridor and Open Space as are within the subject property.

2. The responsibility of Landowner for Scenic Corridor and Open Space/Floodway improvement costs began at the: (a) creation and recording of a covenant governing the use and maintenance of the approximately 82.0 acres, more or less, of Scenic Corridor and Open Space/Floodway; and (b) installation of landscaping pursuant to the Plan as set forth in 3.B.3. The Declaration of Covenants, Conditions and Restrictions of

Johnson Ranch affecting the Johnson Ranch Property was made by SOUTHFORK PARTNERSHIP, a California general partnership ("Declarant"), and was recorded on April 24, 1985, in Book 2798, Page 435, of Official Records of Placer County, California. The Declaration of Covenants, Conditions and Restrictions of Birdland affecting the Birdland Property was made by Declarant and was recorded on April 24, 1985, in Book 2798, Page 621, of Official Records of Placer County, California. The Declaration of Covenants, Conditions and Restrictions of Cliff-Land affecting the Cliff-Land Property was made by Declarant and was recorded on April 24, 1985, in Book 2798, Page 559, of Official Records of Placer County, California. The Declaration of Covenants, Conditions and Restrictions of Central Land affecting the Central Land Property was made by Declarant and was recorded on April 24, 1985, in Book 2798, Page 497, of Official Records of Placer County, California. The Declaration of Covenants, Conditions and Restrictions of Hogland affecting the Hogland Property was made by R. C. Duncan and was recorded on May 9, 1986, in Book 2790, Page 243, of Official Records of Placer County, California. The five (5) recorded Declarations of Covenants, Conditions and Restrictions were restated, replaced and superseded by the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Johnson Ranch (the "Landscape CC&Rs") made by Declarant and recorded November 13, 1986, in Book 3074, Page 261, of Official Records of Placer County, California.

3. Landowner or its heirs and assigns shall install landscape improvements, including plants, irrigation, and grading, in the Scenic Corridors and Open Space described in Section 3.B.1. Such installation

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on each parcel within the corridor shall occur not later than twelve (12) months following the issuance of a certificate of occupancy for Business or Professional offices or other structures on each affected parcel.

4. In the Landscape CC&Rs, Landowner has created a mechanism for the maintenance of improved landscaping on the Scenic Corridor and Open Space/Floodway described in Section 3.B.1 in the same or better condition as when initially improved, taking into account such factors entering into maintenance of landscaping at maturity, from the time any portion of it is established in perpetuity. Before any subdivision or parcelization is approved for Landowner's property, Landowner shall ensure that such subdivision or parcelization, in a manner acceptable to the City Attorney, is subject to the mechanism providing for perpetual maintenance of said landscaped property, including without limitation, remedies upon default.

5. City agrees to grant encroachment permit(s) to Landowner, its agents, employees, successors, assigns and the members, agents and employees of any landscape maintenance committee created to perform the maintenance obligations described in Section 3.B.4, for the purpose of entry onto City property (including streets, easements and rights of way) to perform such maintenance obligations. The Landscape CC&Rs provide that: (a) the party or entity performing such maintenance obligations shall defend, indemnify and hold harmless the City from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any work undertaken pursuant to the encroachment permit, and that all of said liabilities are assumed by

the party or entity performing such work; and (b) the party or entity performing such maintenance obligations shall carry liability insurance in the amount of at least \$100,000 for each occurrence and \$300,000 aggregate. Said insurance shall name the City as an additional insured and the City shall be provided with an insurance certificate in a form approved by the City Attorney and shall provide thirty (30) days' advance notice to the City of its cancellation or expiration.

6. In the event of a failure by Landowner, or its heirs and assigns, to landscape property described in Section 3.B.1, City may, but shall not be obligated to, after notice and failure to cure as required by Section 4.A, pursue any remedies provided for in the CC&Rs. Landowner specifically grants to City, its employees, agents, and contractors, a right of entry and temporary working easement over any land owned by Landowner as set forth in Section 3.B.1 above, to accomplish all such work. The foregoing is in addition to all other remedies available to City.

7. Landowner's portion of the corridor landscaping shall be done pursuant to landscaping plans and specifications ("Plan") to be prepared by the Landowner. The Plan shall be subject to the review and approval of the City prior to implementation by the Landowner.

C. Applications for Permits and Entitlements. City agrees that it will accept, in good faith, for processing review, and action, all applications for development permits or other entitlements for use of subject property in accordance with the Schematic Development Plan and this Agreement, and shall act upon such applications in a timely manner.

City shall inform Landowner, upon request, of the necessary submission requirements for each application for

a permit or other entitlement for use in advance and review said application and schedule the application for review by the appropriate authority in a timely manner.

D. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State 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.

E. Essence of Agreement. The foregoing agreements are of the essence of the Development Agreement.

SECTION 4. DEFAULT, REMEDIES, TERMINATION.

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

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

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

B. Enforcement Mechanism. In the Landscape CC&Rs, Landowner has established and implemented a legal mechanism approved by the City which accomplishes the following:

1. Establishes a Committee or Committees selected by, or an Association or Associations composed

of, commercial, business and professional users or landlords or homeowners or property owners;

2. Provides that said Committee or Association shall have the responsibility and authority to enforce the provisions of the Development Agreement during the term of the Development Agreement and thereafter the terms of the Landscape CC&Rs;

3. Provides that such enforcement action may include, but not be limited to, legal action in the name of the Association or Committee to enjoin violation of the Development Agreement or the Landscape CC&Rs and to assess such sums upon the owners or members of the Association or Committee as may be reasonably required to enforce the provisions of the Landscape CC&Rs in perpetuity;

4. Provides that the City shall have standing to bring an action in the name of the Association or Committee to enjoin any violation to the extent that the Association or Committee has the power to do so. In the event the enforcement action is successful, the attorneys' fees and costs actually incurred in such action shall either be collected from the owner or occupant against whom the enforcement action was brought or shall be a lien on the property involved collectible by the City; and

5. Provides that, in the event that an enforcement action, brought pursuant to subsection (4), above, is successful, the owner or occupant against whom the action has been brought shall be liable to City for liquidated damages in an amount equal to and in addition to, the amount of the judgment.

C. Failure to Complete Improvements. City may, at its discretion, refuse to issue a building permit for any structure within the geographical confines of a Phase (as

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shown on the Schematic Development Plan) if Landowner has failed to complete any of the improvements enumerated in the next preceding phase, as set forth in Section 3.A.9 hereof.

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

E. Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall conclusively determine said issue up to and including the date of said review.

Upon not less than thirty (30) days' written notice by the Planning Director of City, Landowner shall provide such information as may be reasonably requested by the Planning Director and deemed by him to be required in order to ascertain compliance with this Agreement. The costs incurred by

City for the annual review conducted by City pursuant to this Section shall be borne by City.

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

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

F. Default by City. In the event City does not accept, review, approve or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, City agrees that Landowner shall not be obligated to proceed with or complete the improvements required under this agreement, or any phase thereof, nor shall resulting delays in Landowner performance constitute grounds for termination or cancellation of this Agreement.

G. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation,

or similar bases for excused performance. If written notice of such delay is given 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.

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

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

SECTION 5. HOLD HARMLESS AGREEMENT.

Landowner hereby agrees to, and shall 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, as well as from claims for property damage which may arise from developer's or developer's contractors', subcontractors', agents', or employees' operations under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner or any of Landowner's contractors or subcontractors. Landowner agrees to and shall defend and indemnify City and its elective and appointive boards, commissions, officers, agents and employees from any suits or

actions at law or in equity arising out of the execution, adoption or implementation of this Agreement (exclusive of any such actions brought by Landowner, its heirs and assigns).

SECTION 6. PROJECT AS A PRIVATE UNDERTAKING.

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

SECTION 7. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

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

SECTION 8. GENERAL.

A. Enforceability. The City agrees that unless this Agreement is amended or cancelled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City which changes, alters or amends the rules, regulations and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866. Nothing herein shall be construed to limit the authority of the City to fix the amount of fees of general application which may otherwise be lawfully imposed by City, as set forth in Section 1.D of this Agreement.

B. City Finding. The City hereby finds and determines that execution of this Agreement is in the best

interest of the public health, safety and general welfare and is consistent with the General Plan.

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

D. Supersession. This Agreement supersedes in their entirety the development agreements known as the Johnson Ranch Agreement, the Birdland Agreement, the Cliff-Land Agreement, the Central Land Agreement and the Hogland Agreement governing property included within the Southeast Roseville Specific Plan Area and known as Johnson Ranch, Birdland, Cliff-Land, Central Land and Hogland.

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:

Southfork Partnership
2150-B Douglas Boulevard
Roseville, CA 95678-3899

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

SECTION 11. FORM OF AGREEMENT; EXHIBITS.

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of 38 pages and five exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A Legal Descriptions:

A-1	Johnson Ranch Property
A-2	Birdland Property
A-3	Cliff-Land Property
A-4	Central Land Property
A-5	Hogland Property

Exhibit B Southeast Roseville Specific Plan

Exhibit C Schematic Development Plan

Exhibit D Southeast Placer Sewer Assessment Agreements

Exhibit E The Amended and Restated Covenants, Conditions and Restrictions of Johnson Ranch (including Landscape Design Guidelines)

Approved this 1st day of April, 1987,
by the City Council of the City of Roseville.

CITY OF ROSEVILLE

By [Signature]
City Manager

APPROVED AS TO FORM:
[Signature]
City Attorney

ATTEST:

[Signature]
City Clerk
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

SOUTHFORK PARTNERSHIP, a General Partnership
By HOME CAPITAL CORPORATION
a California Corporation
a General Partner
BY: [Signature]
Linda A. Graves
Vice President

BY: [Signature]
Marilyn K. Ashby
Project Manager

By COKER - EWING COMPANY
a General Partnership, a General Partner

By COKER DEVELOPMENT, INC., a California Corporation, a General Partner

BY: [Signature]
Robert B. Coker, Jr. President

By EWING DEVELOPMENT, INC. a California Corporation, a General Partner

BY: [Signature]
Harry W. Ewing, President

On March 18, 1987, before me, the undersigned
notary public, personally appeared ROBERT B. COKER, JR.,

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

to be the person who executed this instrument as President
on behalf of COKER DEVELOPMENT, INC., the corporation
therein named, the corporation being one of the partners of
COKER-EWING, the partnership therein named, such partnership
being one of the partners of SOUTHFORK PARTNERSHIP, the
partnership that executed the within instrument, and
acknowledged to me that COKER DEVELOPMENT, INC., executed
it as the partner of COKER-EWING, COKER-EWING executed it
as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK
PARTNERSHIP executed it.

[Signature]



STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On March 18, 1987, before me, the undersigned notary public, personally appeared HARRY W. EWING,

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

to be the person who executed this instrument as President on behalf of EWING DEVELOPMENT, INC., the corporation therein named, the corporation being one of the partners of COKER-EWING, the partnership therein named, such partnership being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that EWING DEVELOPMENT, INC., executed it as the partner of COKER-EWING, COKER-EWING executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.

Sharon D. Kulbacki



STATE OF CALIFORNIA

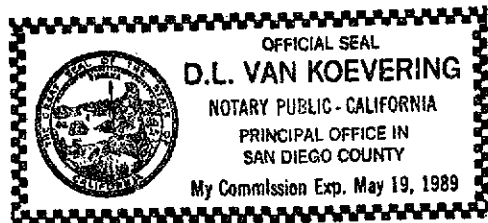
COUNTY OF SACRAMENTO

On March 16, 1987, before me, the undersigned notary public, personally appeared Linda A. Graves and Marilyn F. Ashby,

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

to be the persons who executed this instrument as Vice President and Project Manager on behalf of HOME CAPITAL CORPORATION, the corporation therein named, the corporation being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that HOME CAPITAL CORPORATION executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.

D.L. Van Koevering



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STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On May 12, 1988^{ZHA}, before me, the undersigned,
notary public, personally appeared Robert G. Hutchison,

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

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

Helen Florance



BK 3192 PG 510

PARCEL ONE

Parcel A, as said Parcel is shown and so designated on that certain Parcel Map filed in the Office of the Recorder of Placer County on July 10, 1979 in Book 14 of Parcel Maps, at page 149, being a portion of the East half of Section 7, Township 10 North, Range 7 East, and a portion of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, in the City of Roseville, according to the Official Plat thereof.

PARCEL TWO

Parcel B, as said Parcel is shown and so designated on that certain Parcel Map filed in the Office of the Recorder of Placer County on July 10, 1979 in Book 14 of Parcel Maps, at page 149, being a portion of the East half of Section 7, Township 10 North, Range 7 East, and a portion of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, in the City of Roseville, according to the Official Plat thereof.

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EXHIBIT A-1

00009 0133

That portion of the Southeast quarter of Section 8, Township 10 North, Range 7, East, MDM, included within the land shown and designated as parcels "B", "C", and "D", on Parcel Map, filed for record in the office of the Recorder of Placer County, California on April 2, 1974, in Book 5 of Parcel Maps, at page 77, Placer County Records.

APN 468-010-06, 07 and 08

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BK2/98 PG674
BK3192 PG512

EXHIBIT A-2

0009 0132

EXHIBIT A-3

CLIFF LAND

A portion of the Southwest one-quarter of the Northeast one-quarter of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, in the City of Roseville, being more particularly described as follows, to wit:

BEGINNING at a point on the South line of the Southwest one-quarter of the Northeast one-quarter of Section 8, Township and Range aforesaid from which the East one-quarter Section corner of said Section 8 bears South 89°47'21" East 2610.97 feet distant; thence from said point of beginning and following the said South line North 89°47'21" West 81.24 feet to the Southwest corner of the said Southwest one-quarter of the Northeast one-quarter; thence leaving said South line and following the West line of the said Southwest one-quarter of the Northeast one-quarter North 1°31'04" West 1317.91 feet to the Northwest corner of the said Southwest one-quarter of the Northeast one-quarter; thence leaving said West line and following the North line of the said Southwest one-quarter of the Northeast one-quarter South 89°18'32" East 147.61 feet to a point on a fence line; thence leaving said North line and following said fence line South 1°22'10" West 1316.34 feet to the place of beginning.

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BK2798 PG612

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EXHIBIT A-3

019012 010001 010019 01133

PARCEL ONE:

All that portion of the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 8; thence along the North line of the Southeast quarter of the Northwest quarter of said Section 8 444.0 feet to a point; thence South 2,656.00 feet more or less to the South line of the Northeast quarter of the Southwest quarter of said Section 8; thence along said South line East 447 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 8; thence along the East line of the West half of said Section 8, 2,656.00 feet more or less to the point of beginning.

PARCEL TWO:

The Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 8; thence along the North line of the Southeast quarter of the Northwest quarter of said Section 8 West 444.0 feet to a point; thence South 2,652.00 feet, more or less to the South line of the Northeast quarter of the Southwest quarter of said Section 8; thence along said South line East 447 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 8; thence along the East line of the West half of said Section 8, 2,652.00 feet, more or less, to the point of beginning.

EXHIBIT A-4

BK3074 PG318

BK2798 PG150

BK3192 PG514

EXHIBIT A-5

Parcel A, as shown on that certain Parcel Map entitled "A Portion of the SE 1/4 of Sec., 8 T. 10 N., R. 7 E., M.D.B. & M.", recorded in Book 5 of Parcel Maps, at page 77, records of said County.

EXCEPTING THEREFROM all of the oil, gas, geothermal and minerals lying below a depth of 500 feet as reserved by the Corporation of the President of the Sacramento, California Stake, the Church of Jesus Christ of Latter Day Saints in the deed recorded October 31, 1983 in Book 2636, page 839, Official Records.

ALSO EXCEPTING THEREFROM:

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

A portion of Parcel A, as said parcel is shown and so designated on that certain Parcel Map filed in Book 5 of Parcel Maps, at page 77, Official Records of said County, more particularly described as follows:

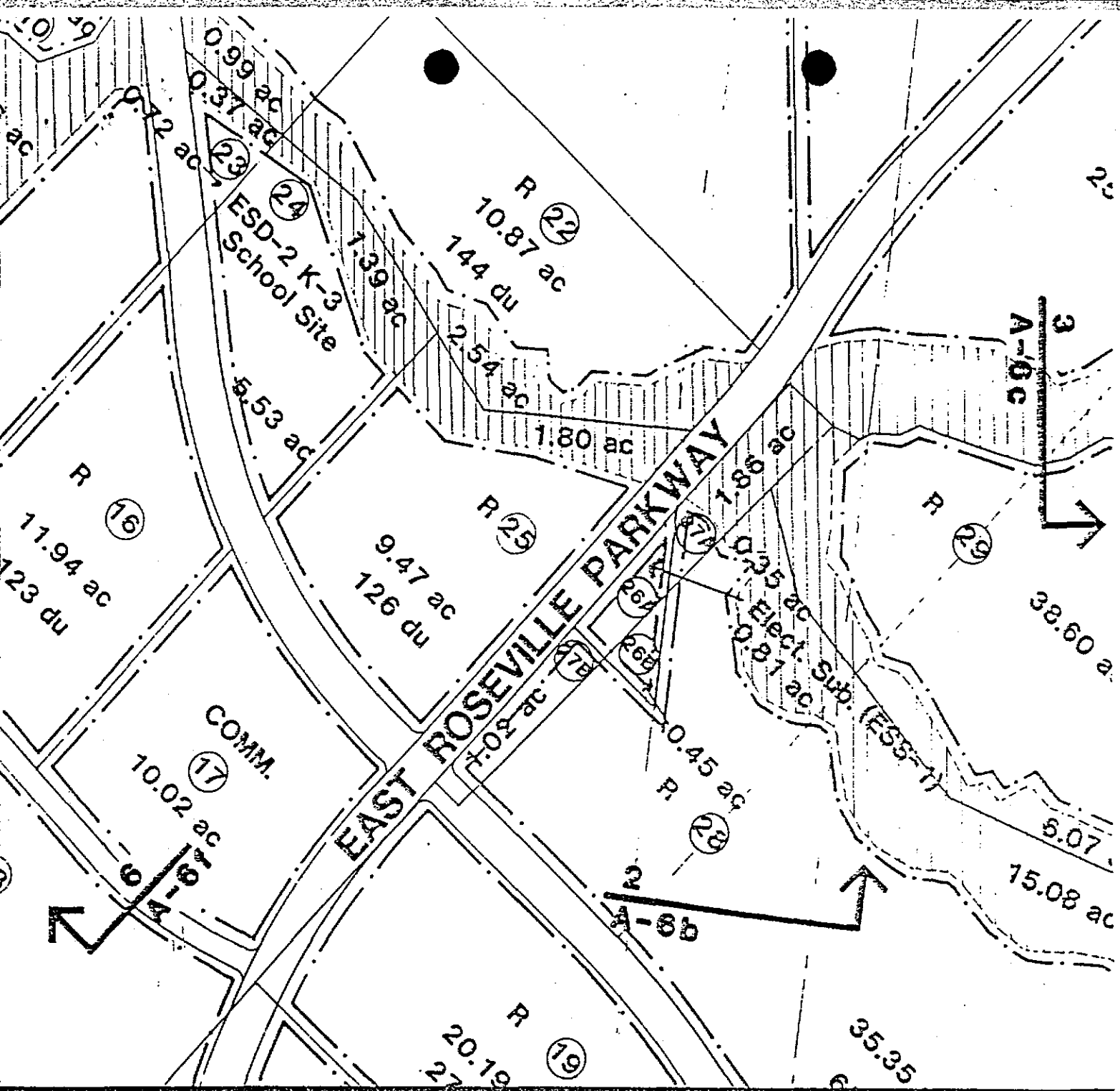
BEGINNING at the Northwest corner of said Parcel A; thence, along the North line of said Parcel A, South 89°47'21" East 41.57 feet; thence, South 07°48'30" East 50.49 feet; thence, along the arc of a curve to the left, concave Southeasterly, having a radius of 36.00 feet and being subtended by a chord bearing South 44°20'48" West 52.67 feet; thence, South 01°31'04" East 32.08 feet; thence, along the arc of a curve to the left, concave Northeasterly, having a radius of 1940.00 feet and being subtended by a chord bearing South 03°15'35" East 117.92 feet; thence, South 01°59'05" East 120.00 feet; thence, along the arc of a curve to the left, concave Northeasterly, having a radius of 1950.00 feet and being subtended by a chord bearing South 13°06'45" East 311.98 feet to a point on the South line of said Parcel A; thence, along said South line, South 89°53'06" West 77.29 feet to the Southwest corner of said Parcel A; thence, North 01°31'04" West 661.09 feet to the point of beginning.

APN 468-010-05-01

BK 3074 PG 319

BK 3192 PG 515

EXHIBIT A-5
 COUNTY OF PLACER, CALIFORNIA
 00009 0135

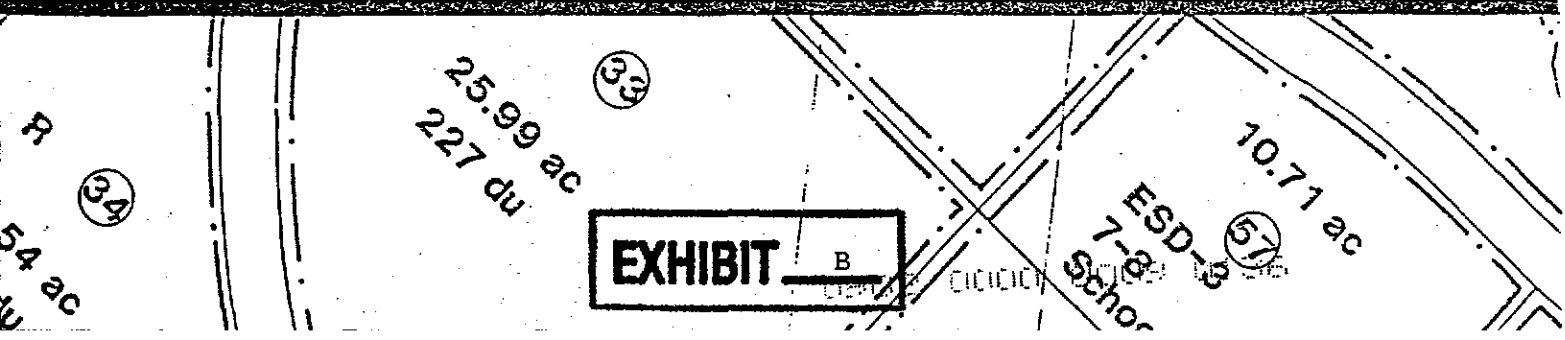


BK3192 PG516

SOUTHEAST ROSEVILLE

SPECIFIC PLAN

FEBRUARY 20, 1985



SOUTHEAST ROSEVILLE
SPECIFIC PLAN

Approved by the
Roseville Planning Commission
August 9, 1984

Adopted by the
Roseville City Council
February 20, 1985

BK3192 PG517

ACKNOWLEDGEMENTS

CITY COUNCIL

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John Byouk, Vice Mayor
June Wanish
Richard Roccucci
Martha Riley

CITY PLANNING COMMISSION

James O. Gray, Chairman
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BK 3 1 9 2 PG 5 1 8

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BK3192 PG520

SECTION I - INTRODUCTION

PROJECT LOCATION The Southeast Roseville Specific Plan area consists of approximately 637 acres of undeveloped land bounded on the north by Douglas Boulevard, on the east by Sierra College Boulevard, on the west by Rocky Ridge Road and Maidu Regional Park and on the south by the Annabelle Tract and portions of the Huntington Oaks subdivisions.

The subject property is a part of the East Development Area which coincides with Census Tract 207.

The area within the city limits and east of Interstate 80 contains by far the greatest proportion of the City's population. With nearly 11,000 people, it represents 41% of the City's population, and the average household size (3.02 persons per household) is significantly higher than the other three development areas within the city. The city-wide average of persons per household is 2.65.

Age distribution figures indicate this area is comprised of a younger age profile; 34% of the population is of school age (under 20 years of age); 55% is of work force age (20-60 years); and, 11% is of retirement age (over 60 years). This area also reflects a larger proportion of married households and households with male heads, than the average city-wide totals.

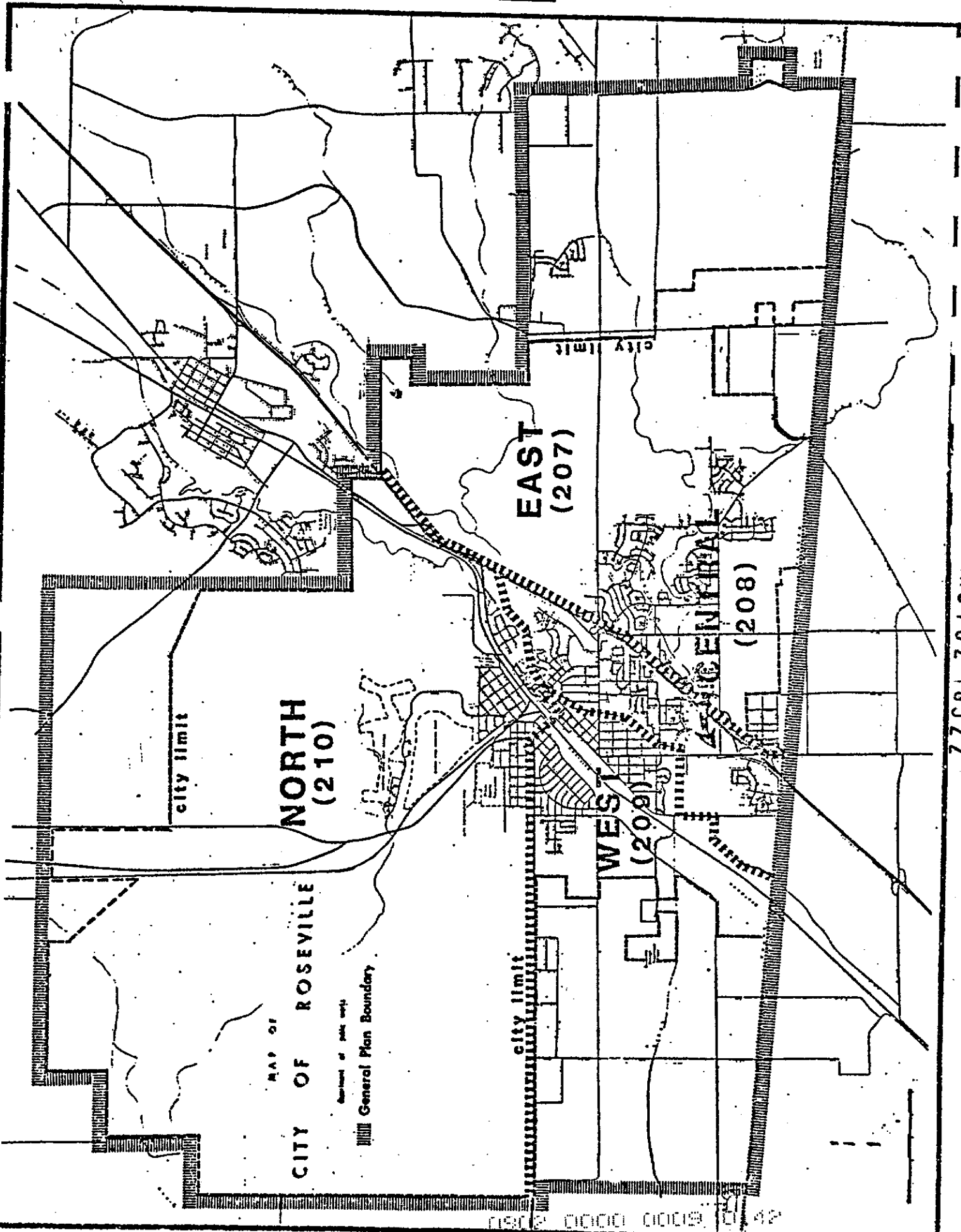
With most of the residential construction of the last ten years on the east side, one might think that there would be a disproportionate share of single-family homes. This is not the case, as the proportion of single-family units (76%) is identical to the city-wide total. However, the vacancy rate (completed, but unoccupied) for single-family homes far exceeds the rate in the other three areas at this time.

Other housing related characteristics indicate that there is a higher percentage of owner-occupied units (72%), higher median housing values, and above-average rental rates. In addition, this area contains over half of the mobile homes in the City.

A tabular summary of the demographic characteristics of the area is contained in Appendix A.

BK3192 PG521

Figure I



BK 3192 PG 522

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PURPOSE AND INTENT

On January 11, 1984, the City Council of the City of Roseville adopted the Land Use Element of the General Plan and tentatively approved allocations of land use for the Southeastern area of the city coinciding with this Southeast Roseville Specific Plan. Final adoption of such land use and a formal amendment to the General Plan were made contingent upon the presentation and approval of a Specific Plan for the affected properties which would insure that the policies set forth in the relevant Elements of the General Plan were appropriately implemented.

This Specific Plan is intended to implement the intent of the City in its January 11, 1984 action and sets forth regulations and programs in furtherance of the objectives of the Roseville General Plan. Attached hereto as Exhibit A-1 is a map setting forth the densities, intensities and locations of uses, the allocations of sites for public uses and the circulation improvements that are required to support such uses.

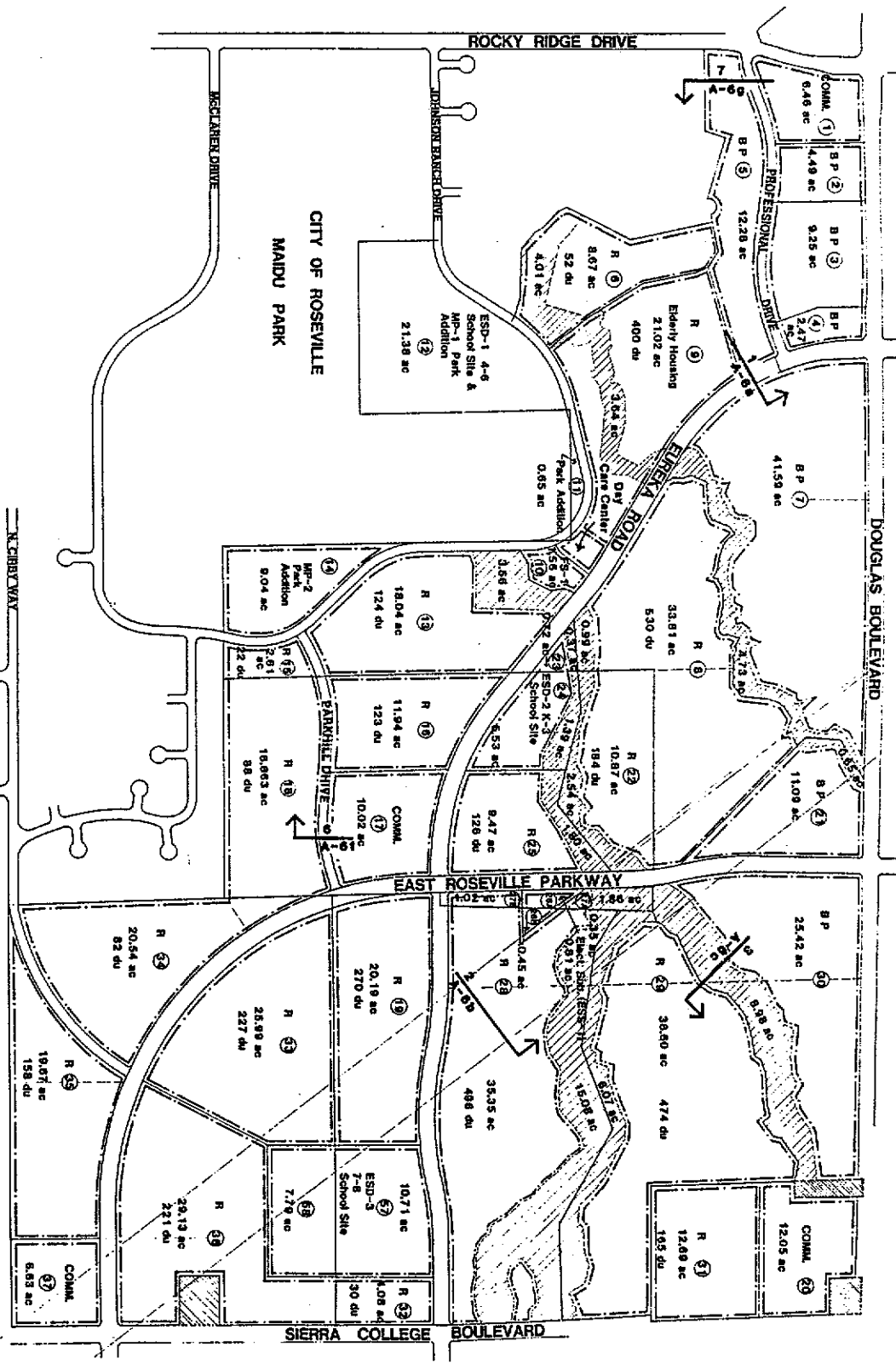
The purpose of analyzing the subject property as a specific plan is based on the following:

1. All properties are contiguous and represent areas where existing growth patterns should logically extend.
2. Land use east of Sierra College Boulevard and north of Douglas Boulevard will remain predominately rural in nature.
3. Necessary road extensions around the regional park and connections to Douglas and Sierra College will transverse the subject properties.
4. The subject properties are located in the Southeast Placer Sewer Assessment District, which does not include lands north of Douglas Boulevard.
5. The subject properties are located in the Eureka School District, whereas developed and unplanned lands to the northwest are located in the Roseville Elementary School District.
6. Most public facilities are planned to be located in the subject area and the provision of such facilities is an element of the specific plan.
7. The City Council has taken preliminary action to allocate certain amounts of land use specifically for the subject area.

BK3192 PG523

8. The only other unplanned portion of the Development area exists north of Douglas. Because of major roadway improvements needed, land use there will be primarily commercial, business/professional and high-density residential. Decisions on the Southeast Roseville Specific Plan affecting this area to the north relate primarily to circulation patterns and connections.

BK3192 PG524



LAND USE PLAN
 EXHIBIT "A-1"

ESD: Eureka School District R Residential
MP: Maidu Park Addition SP Business & Professional
FS: Fire Station COMM Commercial
ESS: Electrical Substation

LEGEND

- Out Parcel
- Open Space Estament
- Section & Perspective
- Exhibit

SCALE: 0 200 400 600 800 1000

WILLIAMS PROJECT
 2200 CENTER STREET, SUITE 100
 ROSEVILLE, CA 95678
 (916) 782-1000

PREPARED BY: [Signature]

SOUTHEAST ROSEVILLE SPECIFIC PLAN
 CITY OF ROSEVILLE · CALIFORNIA

SECTION II - LAND USE DEVELOPMENT PLAN

Objectives and Summary Description

The Southeast Roseville Area is envisioned as a series of residential neighborhoods served by supporting shopping centers, schools, parks and other necessary public facilities and an employment center consisting primarily of business/ professional and similar uses. Table 1 herein is a summary of amounts and types of recommended land uses. The current ownership and allocation of land use by parcel is illustrated in Exhibit A-2.

The dwelling units (du) assigned each parcel control number as shown on Exhibit A-1, Exhibit A-2 and in Table 1 are the controlling land use data for each residential parcel. The residential designators, R-4, R-10, R-16, etc., are carried over from the initial preliminary draft specific plan submitted in 1984 and now have no factual bearing on densities for each parcel; they are carried over in Table 1 as a matter of convenience to reference back to the maps that were in the initial 1984 draft plan. The actual dwelling units (du) for each parcel shown on the initial draft plan maps and on the 1985 adopted plan maps are the same; however, the acreages for the various residential parcels have changed slightly from the 1984 plan due to accurate legal descriptions being prepared for adoption of zoning as reflected on the 1985 plan maps. The total overall dwelling units (3,798) and total overall acreage (637.9 acres) have not changed since the initial draft plan.

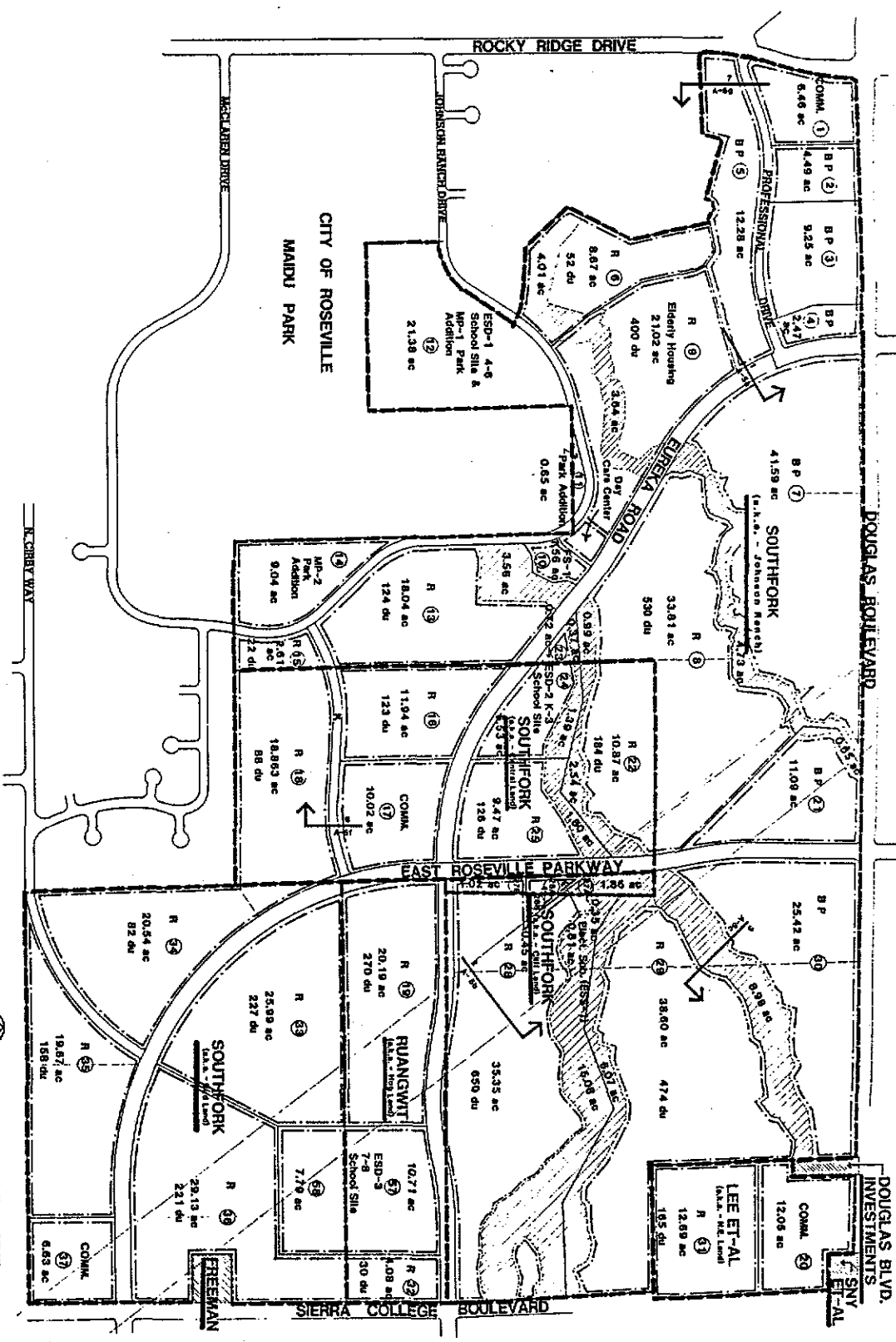
Residential Land Uses

Southeast Roseville is designated for a wide variety of housing types. Roughly 20 percent of the total units fall within the low/moderate density residential category. This includes single family homes, duplexes and related housing types at average densities ranging from four units per acre to eight units per acre. Approximately 54 percent of the total units fall within the moderate density multiple family category, which will include garden apartments and townhouse units that average 10 to 15 units per acre. Twenty-six (26) percent of the units will be high density multi-family units at 16 to 22 units per acre, including apartments and condominiums.

Single Family Development

It is anticipated that approximately 20 percent, or some 777 housing units in the low density residential category,

BK3192 PG526



LAND OWNERSHIP PLAN August 1, 1984
 EXHIBIT "A-2"

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY
 WILLIAMS INDOON ARCHITECTS PLANNERS & ENGINEERS
 1000 UNIVERSITY AVENUE, SUITE 100
 BERKELEY, CALIFORNIA 94702

professional, managerial, service, communications and clerical workers. The diverse range of residential unit types included in the specific plan area is intended to contribute to a balance of jobs and housing on the east side of Interstate 80.

The business/professional development is envisioned as welllandscaped clusters of low-rise office buildings of two or three stories in height, built-over subterranean parking, in some cases. The architecture will be distinctive to provide the image quality desired by corporate and professional users, but will not be obtrusive. The building setback from Douglas Boulevard will vary within minimum and maximum guidelines to enhance the aesthetic impact of the buildings and to maintain visual interest along the boulevard. Driveway access to Douglas Boulevard will be limited in order to maintain the visual continuity of the frontage landscaping and to minimize traffic conflicts.

The open space corridors that provide natural drainage through the specific plan area will be incorporated in the site plan of the business/professional uses located adjacent to them. These corridors will be visual elements of the business/professional developments and will provide space for landscaped rest areas, jogging trails and par courses, and pedestrian walkways in addition to the primary function of providing site drainage.

The following development guidelines are appropriate for business/professional development:

1. All buildings, structures, paved areas and building materials, color schemes, and landscape elements shall be designed and constructed so as to create a desirable environment for the intended use and relate harmoniously to other buildings and to adjacent residential communities.
2. Landscaped buffers shall be provided as described in the Landscape Element in this specific plan.
3. The maximum building height shall be 35 feet; however, if a mechanical penthouse is provided, an additional ten feet shall be allowed to accommodate the mechanical penthouse.

Commercial Land Use

The commercial uses within the specific plan are intended to be neighborhood or specialty retail and service centers

BK3192 PG528

oriented to the area residents. As such, the tenants would include grocery stores, drug stores, specialty shops, convenience stores, personal services (e.g. barber, cleaners, shoe repair), and leisure services (e.g. restaurants, health clubs).

The following development guidelines are appropriate for commercial development:

1. The uses permitted in the commercial areas shall be retail and service activities generally for the patronage of the employees and residents of the area. Commercial activities that are essentially recreational may be oriented to additional patronage of residents from a larger geographical area.
2. All buildings, structures, paved areas and building materials, color schemes and landscape elements shall be designed and constructed so as to create a desirable environment for the intended use and relate harmoniously to other buildings and to adjacent residential communities.
3. Pedestrian and bicycle access from nearby residential areas will be provided to commercial sites in such a manner that direct conflict with vehicular traffic, including traffic within parking areas, is avoided.
4. Commercial sites that abut open space areas will incorporate the open space into the site plan as a visual element and will provide direct access for pedestrians and bicyclists where trails are included in the open space plan.
5. Commercial sites that abut residential properties will provide a landscaped buffer of not less than 10 feet in width.
6. Landscaped buffers shall be provided as described in the Landscape Element in this specific plan.

Land Development Phasing Plan

The specific plan is to be developed in discrete phases that delineate land uses and circulation and other public facility improvements required by the Development Agreement. The phasing plan is illustrated in Exhibit A-3a and A-3b, and is described in the Development Agreement between the City of Roseville and the Southfork Partnership in Section 3.A.6 and 3.A.8. A property owner(s) cannot proceed with development until the owner(s) has entered into a development agreement with the City of Roseville.

will be within single family detached subdivisions with duplexes on corner lots and in half-plex subdivisions. In order to provide a high standard of living environment within Southeast Roseville neighborhoods, the following development criteria are set forth:

1. Lot configurations will accommodate features such as zero lot line subdivisions, clustering and other characteristics which maximize land use efficiency.
2. Subdivisions will be designed as "neighborhood clusters" with distinct boundaries defined by open space corridors, and landscaped buffers including walls where appropriate.
3. The circulation system within the neighborhood clusters will emphasize an internal circulation network for both pedestrians and vehicles, and will minimize through traffic.
4. Single family lots should be oriented so that they maximize the potential for energy conservation wherever feasible, and will be designed to meet state and local energy requirements.

Townhouse and Related Development

The remaining 54 percent, or 2,035 units, within the low to moderate density residential category are allocated to multifamily townhouses and similar development such as cluster and row housing. This type of housing can be expected to provide a viable lifestyle alternative for people not wishing or able to afford conventional homes. A housing development of this type generally has more space devoted to individual structures, but is more compact overall than the traditional subdivision development, therefore, a careful consideration should be given to location and design as it affects adjoining properties.

It is recommended that townhouses and related developments in the low density residential area be located wherever possible along major arterial and collector streets, or adjacent to apartments or commercial/office complexes. In some cases "problem parcels" of unusual configuration would also be appropriate for townhouse uses. The following are additional development criteria:

1. Townhouse developments should be designed to conform with major arterial and collector street patterns.

2. Townhouse developments should be compatible with and not adversely affect the existing or proposed developments on surrounding parcels.

Apartment Development

Roughly 26 percent or 986 units, of all housing units assigned to Southeast Roseville fall within the moderate/high density multiple family classification. The housing units would typically be in the form of conventional and garden apartments, however, some townhouse type developments could be expected. The multiple family uses are intentionally clustered near employment centers and shopping, and fronting specific major arterial and collector streets.

The elderly housing land use designation, in particular, is sited to take advantage of nearby shopping and the potential for access to public transportation. As individual projects are reviewed, the extent of expansion or contraction of the moderate/high density multiple family area will be carefully evaluated so that the cumulative effect of the project upon the amount of designated land for this type of use is in keeping with the overall policies of the plan.

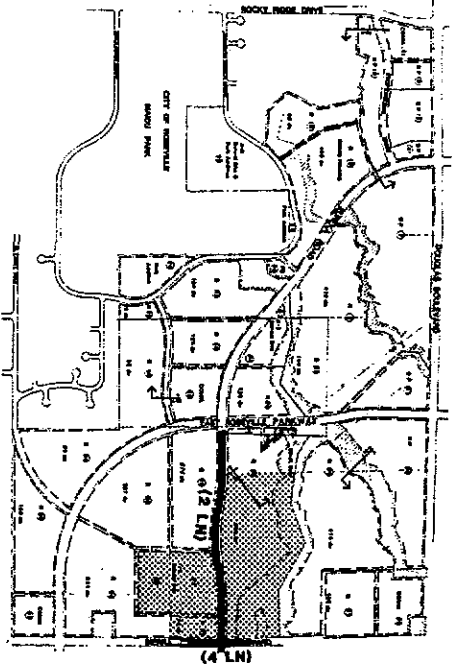
1. Apartment developments should be compatible with proposed development on surrounding parcels.
2. Multiple family developments should require 1 1/2 parking spaces per unit.
3. Apartment developments in the specific plan that are to be constructed for the use of senior citizens should yield an aggregate of no fewer than 400 units, as per Section 2.D of the Development Agreement by and between the City of Roseville and the Southfork Partnership.

Non-Residential Land Uses Business-Professional Land Uses

The land adjacent to Douglas Boulevard is suitable for development of business/professional office uses, and retail commercial uses. The business/professional use is intended to provide space for corporate and regional headquarters, professional services, service centers (such as computer billing services) and similar business activities. The business/professional uses will provide a second employment center for the City of Roseville and will provide employment opportunities for a diverse range of

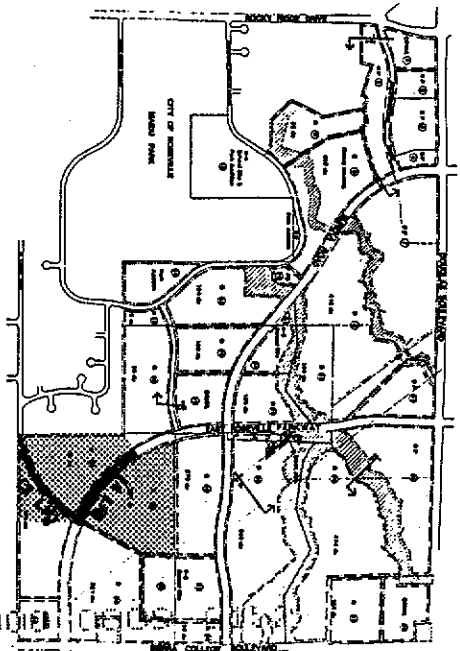
PHASE 5

LAND USE	ACRES	UNITS
RESIDENTIAL	31.44	550
OPEN SPACE EASEMENTS	13.28	---
PUBLIC FACILITY SITES: SCHOOL (7-B)	18.50	---
TOTAL	63.22	550



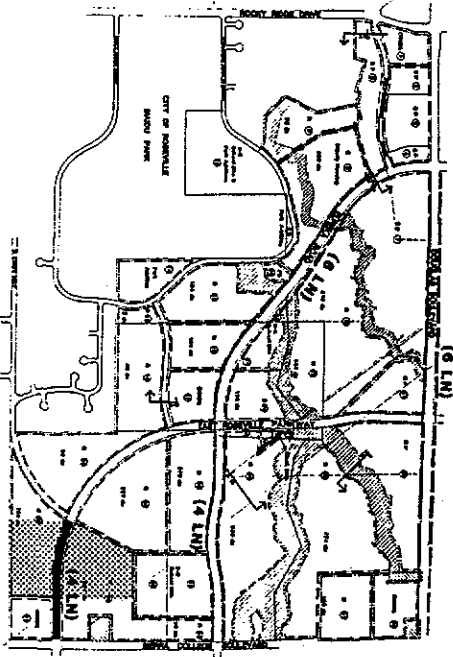
PHASE 6

LAND USE	ACRES	UNITS
RESIDENTIAL	52.02	399
TOTAL	52.02	399



PHASE 7

LAND USE	ACRES	UNITS
RESIDENTIAL	29.24	154
TOTAL	29.24	154



PHASE 8

LAND USE	ACRES	UNITS
COMMERCIAL	6.63	---
RESIDENTIAL	12.88	130
TOTAL	19.51	130

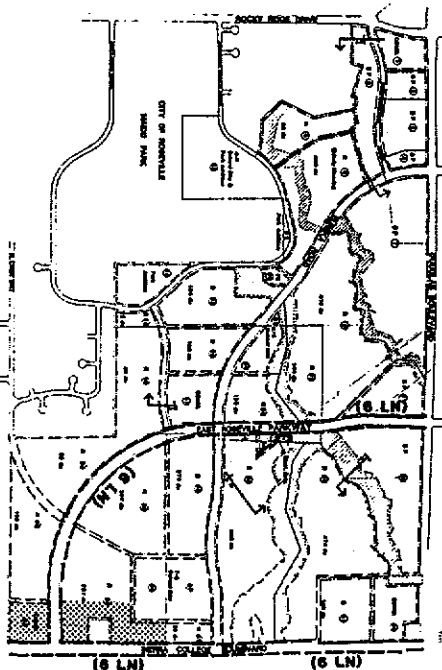
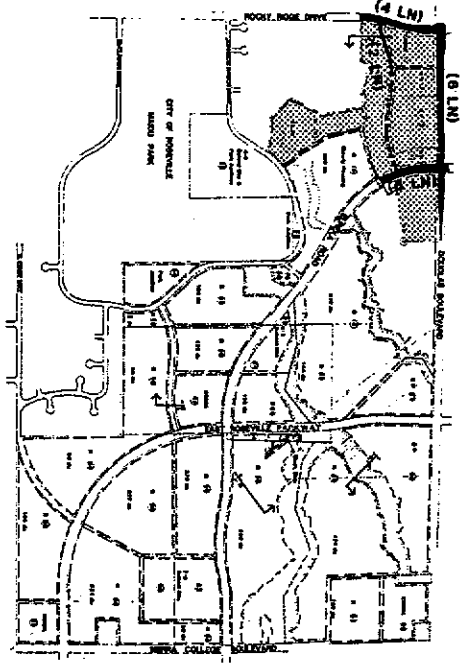


EXHIBIT "A-3b" SOUTHEAST ROSEVILLE SPECIFIC PLAN
CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY
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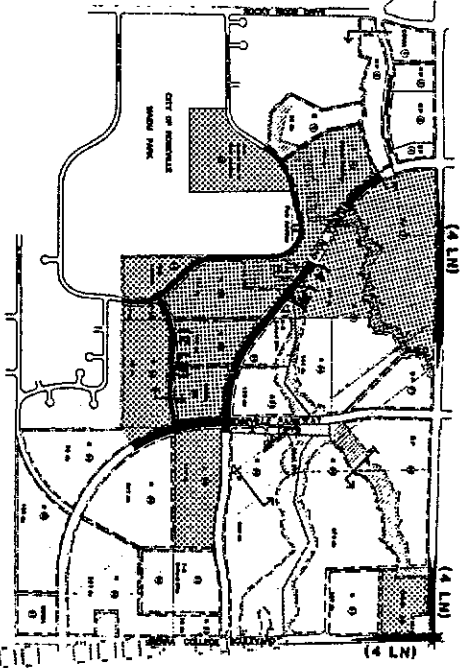
PHASE 1

LAND USE	ACRES	UNITS
COMMERCIAL	6.46	---
BUSINESS & PROFESSIONAL	37.99	---
RESIDENTIAL	8.67	52
OPEN SPACE	4.01	---
TOTAL	57.13	52



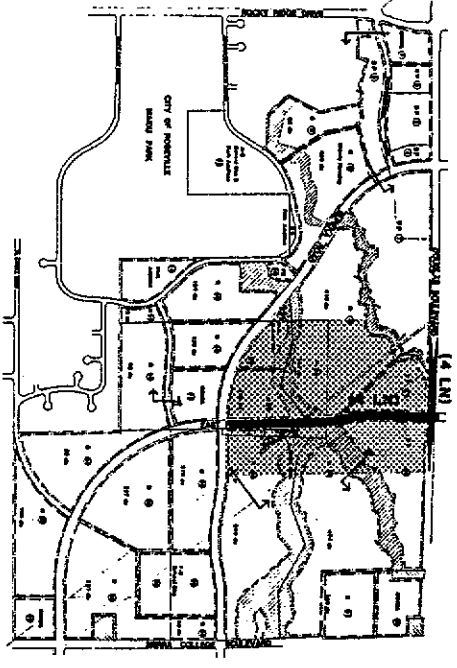
PHASE 2

LAND USE	ACRES	UNITS
COMMERCIAL	22.07	---
BUSINESS & PROFESSIONAL	32.09	---
RESIDENTIAL	21.02	400
ELDERLY RESIDENTIAL	90.00	B41
OPEN SPACE	12.92	---
TOTAL	210.06	1241



PHASE 3

LAND USE	ACRES	UNITS
BUSINESS & PROFESSIONAL	25.14	---
RESIDENTIAL	30.04	717
OPEN SPACE	14.73	---
TOTAL	97.42	717



PHASE 4

LAND USE	ACRES	UNITS
BUSINESS & PROFESSIONAL	11.37	---
RESIDENTIAL	47.59	555
OPEN SPACE	10.08	---
TOTAL	69.04	555

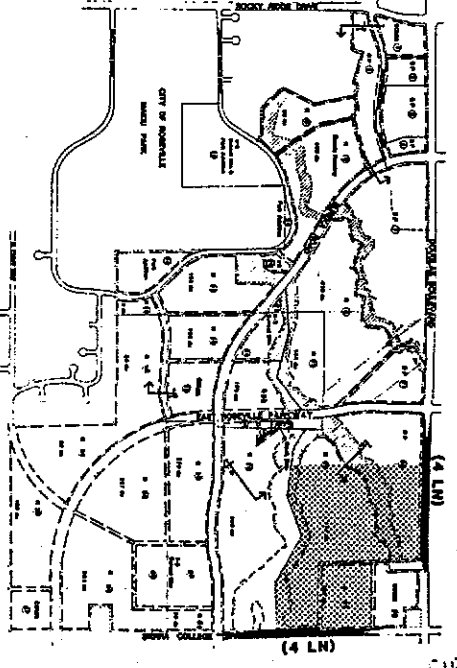


EXHIBIT "A-3a" SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: WILLIAMS INDOOR ARCHITECTURE INC.

2020

Open Space and Recreation

Maidu Park will be expanded along the northern boundary to Johnson Ranch Drive and along the eastern boundary to McLaren Drive through land dedications totaling 23 acres, more or less, as per the Development Agreement between the City of Roseville and the Southfork Partnership, Section 2.B.1.

Open space corridors, consisting of the primary natural drainage ways through the specific plan area, will be retained in private ownership and incorporated in the site plan of adjacent land uses. These are to be improved and maintained by the property owners as pursuant to a covenant governing the use and maintenance of the corridors as stipulated in the Development Agreements. A total of 55 acres is designated as floodway/scenic corridor on the plan map.

BK3192 PG534

Consistency with City of Roseville General Plan

When reviewing, judging and acting on the specific plan, consistency with adopted general plan policies must be maintained. The following is a list of adopted General Plan policies that most directly relate to the Southeast Roseville Specific Plan. For each policy listed is an analysis as to the degree of compliance of the specific plan with the adopted policy.

Growth Management Element

Policy No. 4: Growth must occur in a manner that makes efficient use of the land, but recognizes the need to preserve environmentally sensitive areas.

Consistency: From a density and intensity perspective, the plan is much more efficient than surrounding areas. Geologic constraints on the northerly portion of the plan necessitate either high-density residential uses or non-residential uses. Location next to a major arterial also dictates that lowdensity, single family residential should be located further to the south. Environmentally sensitive areas within the specific plan boundaries have been addressed by adding land to the Maidu Regional Park and designating all drainage and stream systems as open space.

Policy No. 5: Growth must provide a strong diversified economic base and a balance between new employment and affordable housing opportunities.

Consistency: The proposed high-density residential land use provides for more housing diversity in the East area where single family (82%) development predominates at this time. Proposed business/professional land use should be complementary to other employment-generating land uses and should provide diversity from high-technology/light industrial activities.

Land Use Element:

Policy No. 1: To provide sufficient residential land use at densities that will accomodate affordable housing in conjunction with anticipated employment, the allocation of an additional 12,000 dwelling units, city-wide, shall be at an average density of not less than 6 dwelling units per acre or not to exceed a maximum of an additional 2,000 acres of residential land use.

Policy No. 2: In order to provide the basic commercial goods and services for an ultimate population of 92,000, a maximum of 2,000 acres shall be allocated for commercial/business office land use.

Policy No. 2-a.: Establish a separate land use category for business and professional office land use, and establish a profile of the type and intensity of uses to be permitted.

Consistency: The proposed specific plan will not, on a city-wide, cumulative basis, allow for the limits established in these general plan policies to be exceeded.

Policy No. 4: The allocation of land use shall not occur unless public facility needs have been thoroughly calculated and the mechanism for implementation of such facilities has been determined. However, the City may grant land use to a property owner or owners if it is determined to be the public interest and if such land use commitment is contingent upon the property owners guaranteeing to provide a fair and equitable share of public facilities costs that is yet to be determined.

Consistency: Land for public facilities and implementation of public facilities is included in the specific plan and associated development agreements, which, upon adoption by the City of Roseville constitute provision of a "fair and equitable share of public facilities costs".

Policy No. 5: The method of guaranteeing land use in return for some public improvement shall be done by either formal development agreement at the time land use is adopted, as part of the adoption of a specific plan, or as conditional action on adopting land use that requires a formal development agreement prior to adoption of zoning.

Consistency: This current process incorporates both specific plan and development agreement concepts.

Policy No. 6: Urban land use on the Mehrten formations shall be limited to non-residential activities or high-density residential where normal landscaping amenities can be provided.

Consistency: The specific plan has located non-residential uses and higher-density residential uses on the Mehrten formations.

Policy No. 7: The City should include as part of the land use plan, designated vernal pool sites, or portions of

sites that coincide with designated sites (numbers 28, 31, 34, 35, 38 and 40, as shown on the exhibit map, Vernal Pool Resources, Inventory and Evaluation, City of Roseville, prepared by Western Ecological Services Company, August 31, 1982, on file in the Roseville Planning Department).

Consistency: Only designated site number 40 is located in the specific plan area, and the portion that is most feasible to preserve would be located in the utility corridor between Douglas Boulevard and proposed East Roseville Parkway. However, the preservation of vernal pools in any of the designated areas is a discretionary decision based on potential success of maintaining such sites.

Policy No. 9: Preliminary allocation of additional residential units, according to development area, shall be as follows:

North area	5,000 units
West area	500 units
Central area	500 units
East area	5,000 units

One thousand units will be held in reserve for future density bonuses allocation.

Adjustments to this allocation scheme may occur when the Land Use Plan is considered and after review of the General Plan Environmental Impact Report.

Policy No. 10: Preliminary allocation of additional residential units by density average, according to development area, shall be as follows:

North area: Average of 10 dwelling units per acre; Minimum 3,000 units. Average of 15 dwelling units per acre; Minimum 2,000 units.

West area and Central area: Average of 6 dwelling units per acre; Maximum 1,000 units.

East area: Average of 3 dwelling units per acre; Maximum 1,000 units. Average of 10 dwelling units per acre; Minimum 2,000 units. Average of 15 dwelling units per acre; Minimum 2,000 units. 1,000 units will be held in reserve for future density bonuses allocation city-wide.

Policy No. 11: For the purposes of allocating residential land use, total allowable dwelling units shall not exceed 34,700 or 12,000 above the current adopted Land Use Plan (1977).

Consistency: The specific plan is consistent with the allocation amounts referenced in Policies 9, 10 and 11.

Policy No. 13: Residential land use in the density range 0-5 dwelling units per acre shall be located in accordance with the following general criteria:

1. not adjacent to heavy industrial uses;
2. not adjacent to intensive commercial development unless appropriately buffered;
3. not adjacent to freeways or railroads;
4. not adjacent to arterial roadway unless appropriate noise attenuation can be implemented.

Consistency: The specific plan follows the criteria of this policy with one exception: one 20+ acre parcel that is located adjacent to East Roseville Parkway. However, the policy allows for such location if sound attenuation is referenced when development occurs. The Parkway will include a 50 foot wide landscaped corridor that includes a sound attenuation wall as per the landscape design guidelines.

Policy No. 14: Residential land use in the density range of 6-9 dwelling units per acre shall be located in accordance with the following general criteria:

1. adjacent to or as part of a low-density mixed development if in a predominately undeveloped area;
2. not in a predominately established single-family residential area unless as an infill project adjacent to a major arterial roadway;
3. adjacent to higher-density developments, serving as a transition from lower-density projects;
4. not adjacent to arterial roadways unless appropriate noise attenuation can be implemented;
5. adjacent to non-residential uses serving as a buffer for single-family development providing sufficient buffers are provided adjacent to the non-residential uses.

Consistency: The specific plan incorporates densities referenced in this policy, primarily as transition and buffer areas between lower-density residential and more

BK3192 PG538

dense and intense land uses. The specific plan is consistent with this policy with the noted qualification that there are several properties that will have to incorporate sound attenuation measures.

Policy No. 15: Residential land use in the density range of 10+ dwelling units per acre shall be located in accordance with the following general criteria:

1. only along arterial roadways providing appropriate sound attenuation can be implemented:
2. adjacent to commercial areas, where possible:
3. adjacent to residential density range of 6-9 dwelling units per acre or as a part of a mixed development or specific plan that is preplanned:
4. not adjacent to single-family residential unless appropriate design controls are associated with the zoning.

Consistency: The specific plan is consistent with this policy with the notable exception that one multiple area is adjacent to a future single-family area. However, this multiple area has been designated as an elderly housing complex, which by its very nature, presents few compatibility conflicts.

Policy No. 16: Commercial land uses shall consist primarily of those activities that involve retail trade and services, and secondarily business professional office uses.

Consistency: Language in this specific plan document indicates that commercial uses will be of a retail and service nature. Except for service-related office uses, other business/professional activities will be located in those specifically designated for business/professional uses.

Policy No. 17: Commercial land uses shall be located in accordance with the following general criteria:

1. adjacent to arterial roadways, and, if possible, adjacent to intersections of arterial roadways or at the intersection of an arterial roadway and collector street:
2. commercial land uses located in predominately residential areas or in close proximity to residential areas shall consist primarily of retail activities:

3. commercial land use sites located in predominately residential areas shall be a minimum of 10 acres in size and shall, when possible, include a retail food market:
4. intensive commercial uses, serving other than local residential neighborhoods, shall be located in sites of over 10 acres where surrounding land use is predominately non-residential (except for high-density residential);
5. continuous commercial development along arterial roadway (where development does not currently exist) shall be prohibited unless such development is part of a specific development plan that coordinates use and design with adjacent properties; minimizes access to arterial roadways; and, maintains aesthetic standards of the Scenic Highway Element.

Consistency: The proposed specific plan maintains criteria in this policy except relating to desirable parcel size. It would be appropriate, and necessary, therefore, to modify the land use map to expand the commercial site to at least 10 acres. This has been accomplished on all commercial sites other than a 6.63 acre site located on the southwest corner of the intersection of East Roseville Parkway and Sierra College Boulevard, and the 6.46 acre site located at the southeast corner of the intersection of Rocky Ridge Drive and Douglas Boulevard.

Policy No. 23: A land use category shall be created for designating areas as open space where development cannot or shall not occur because of physical, cultural or historical qualities. Use of such property may be public or private.

Consistency: The only open space use not indicated on the land use plan relates to vernal pool site No. 40. A determination will have to be made whether to preserve a portion of the area or allow urban development.

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SECTION III - HOUSING ELEMENT

Objectives

The purpose of establishing an affordable housing goal for the southeast area is to insure the specific plan is in compliance with the City's Housing Element by identifying the number of affordable units by income category the area needs to produce in order to help the City meet its overall housing needs. The recommended affordable housing goals represent the most reasonable and attainable goals for the area. These goals were selected after reviewing city-wide housing needs, proposed residential land use in the specific plan area and projected unit sale and rental rates.

Affordable Housing Goals:

1. 25%/204 units of all high density multi-family units will be affordable to very low, low and median income households. The 25% goal is broken into two parts:
 - a. 10%/82 high density multi-family units will be affordable to very low/low income households.
 - b. 15%/122 high density multi-family units will be affordable to median income households.
2. 75%/612 high density multi-family units will be affordable to moderate/above moderate income households.
3. 100%/2,966 low and moderate density units will be affordable to moderate/above moderate income households.

Consistency with the City of Roseville General Plan

Housing Element:

Policy No. 1: Roseville will work to accomodate the housing needs of its current and future residents by providing a range of purchase and rental units affordable to all income groups and to guarantee affordability over time through the adoption of policies and implementation of action plans listed in the Housing Element.

Consistency: The specific plan proposes a variety of residential densities which will provide a range of housing opportunities. The specific target of 82 units for very low/ low income households will be met by commitments specified in the development agreements, particularly Section 2.E in the Development Agreement between the City of Roseville and Southfork Partnership.

Policy No. 4:

- A. Provide adequate housing at affordable costs for existing and future residents from all income groups by establishing a minimum number of housing units needed each year, broken down by unit type and targeted to specific income groups.
- B. Encourage the production of high density multi-family units, both rental and purchase, to meet the needs of very low, low and moderate income groups.
- C. Establish a monitoring program to determine whether the City is making progress toward meeting its Housing Element goals.

Consistency: High-density residential has been proposed as a part of the specific plan as a mechanism that will facilitate affordable housing as defined in the Housing Element. This policy does not require a guarantee of affordable housing for all high-density projects. There must be a determination of need for this particular area and in a city-wide context. The provision of public facilities as a part of the specific plan may also be considered in whether or not affordable housing can be generated.

Policy No. 7: Encourage the construction of 3+ bedroom units in multi-family rental complexes to help meet the housing needs of the low-income large families.

Consistency: Specification of unit size and number of bedrooms need not be determined at the specific plan stage, but rather on a project-by-project basis. However, if a desired number of 3+ bedroom multi-family rental units can be quantified then it can be made a part of the specific plan.

Policy No. 14:

- A. Upon adoption of the Growth Management Plan and Circulation Element, the City will begin investigating the feasibility of reclassifying suitable sites to high-density residential land use.
- B. While surveying potential sites for rezoning to higher densities, staff will insure a mix of housing types and costs in order that one or more selected areas do not receive the vast majority of multi-family units.

Consistency: The proposed specific plan accomplishes the intent of both parts of this policy.

BK3192 PG542

Policy No. 23:

- A. Encourage land holders to open their properties up to residential construction, particularly higher density, multi-family units.
- B. Allow the use of higher densities through Programs No. 1 and No. 2 listed in Table No. 5 on multi-family projects to encourage the production of affordable housing.

Consistency: The proposed specific plan accomplishes the intent of Part A of this policy. Specific programs referenced in Part B merely refer to increasing residential densities, which the specific plan does.

BK3192 PG543

SECTION IV - CIRCULATION ELEMENT

Objectives and Summary Description

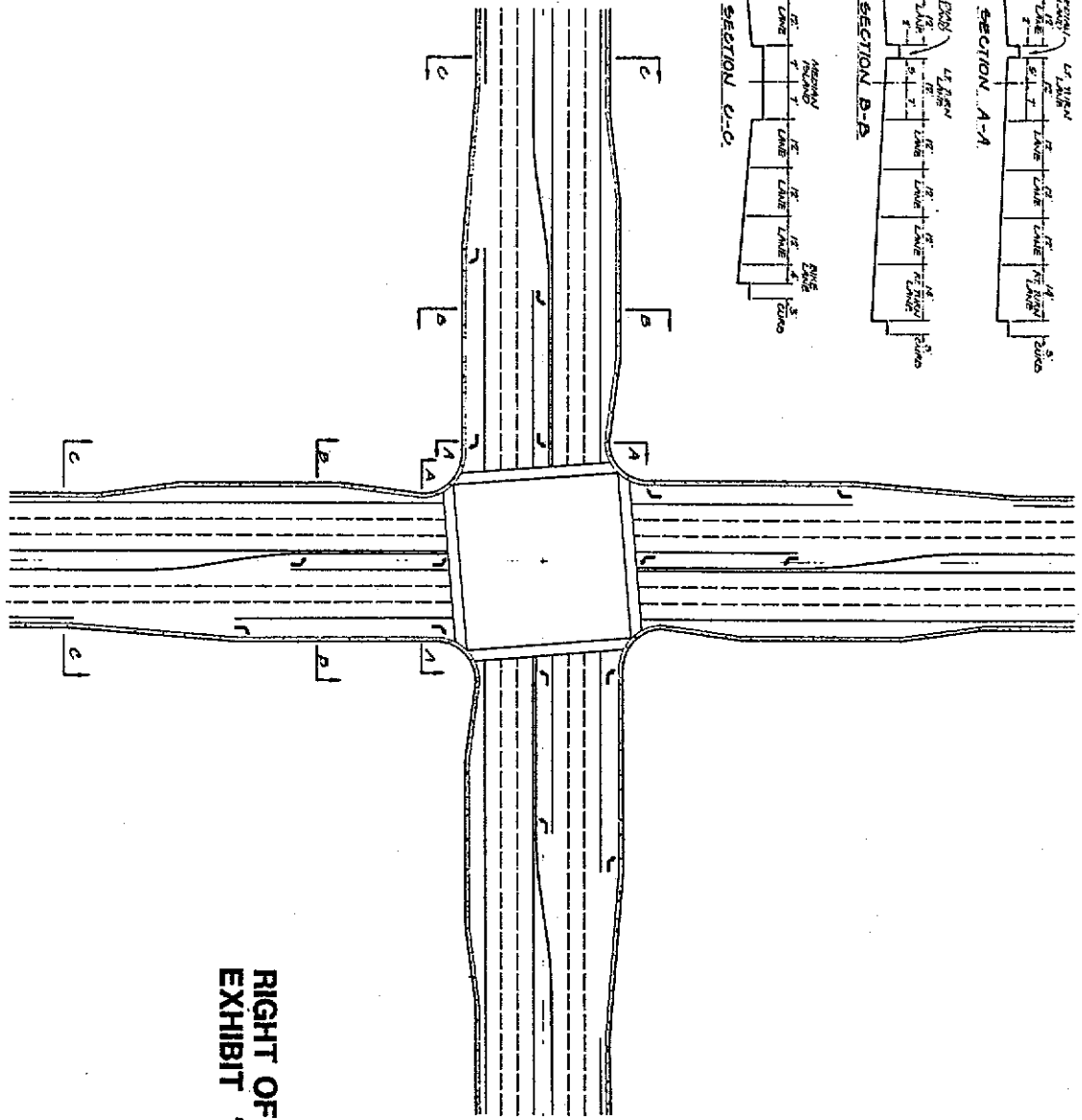
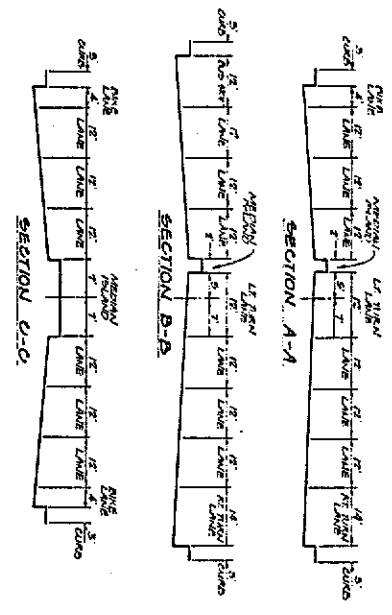
The Plan proposes a comprehensive circulation system that is designed to provide a balance of transportation options for safe and convenient movement of people throughout Southeast Roseville, improve circulation along Douglas Boulevard and will fully integrate the neighborhood circulation needs with the requirements of the City as a whole.

In particular, the circulation system as set forth in Exhibit A-1 will widen Douglas Boulevard to six lanes, and generate traffic patterns which will ultimately connect to the Harding overcrossing, the Atlantic interchange and the 65 Bypass Interchange without further burdening Douglas Boulevard.

The circulation system is one of the most important physical elements in a community and serves a variety of purposes. Streets form vehicular connecting links between neighborhoods, with freeways and to shopping areas. In addition, they provide routes for pedestrians, for public transit, for bicycles, and for the conveyance of goods and services.

Essentially, city streets can be classified into three broad categories based on their function. The local street is the narrowest of these, collector streets and major arterial streets being progressively wider to serve larger volumes of vehicular traffic. While local streets are by far the greatest in number and total length in a suburban area such as this, their importance is subordinated by the collector and major arterial street system, a clear definition of which is required at an early planning stage so that orderly development of Southeast Roseville can occur.

The location of major arterial and collector streets are shown graphically on the plan map. Right-of-way standards for these streets are shown in Exhibits A-4a, b, c, d and e and in the Landscape Design Guidelines of the Southeast Roseville Specific Plan. Sidewalk and Landscaping buffers adjacent to the paved streets are not incorporated within the right-of-way width, but are an integral part of the major arterial and collector street.

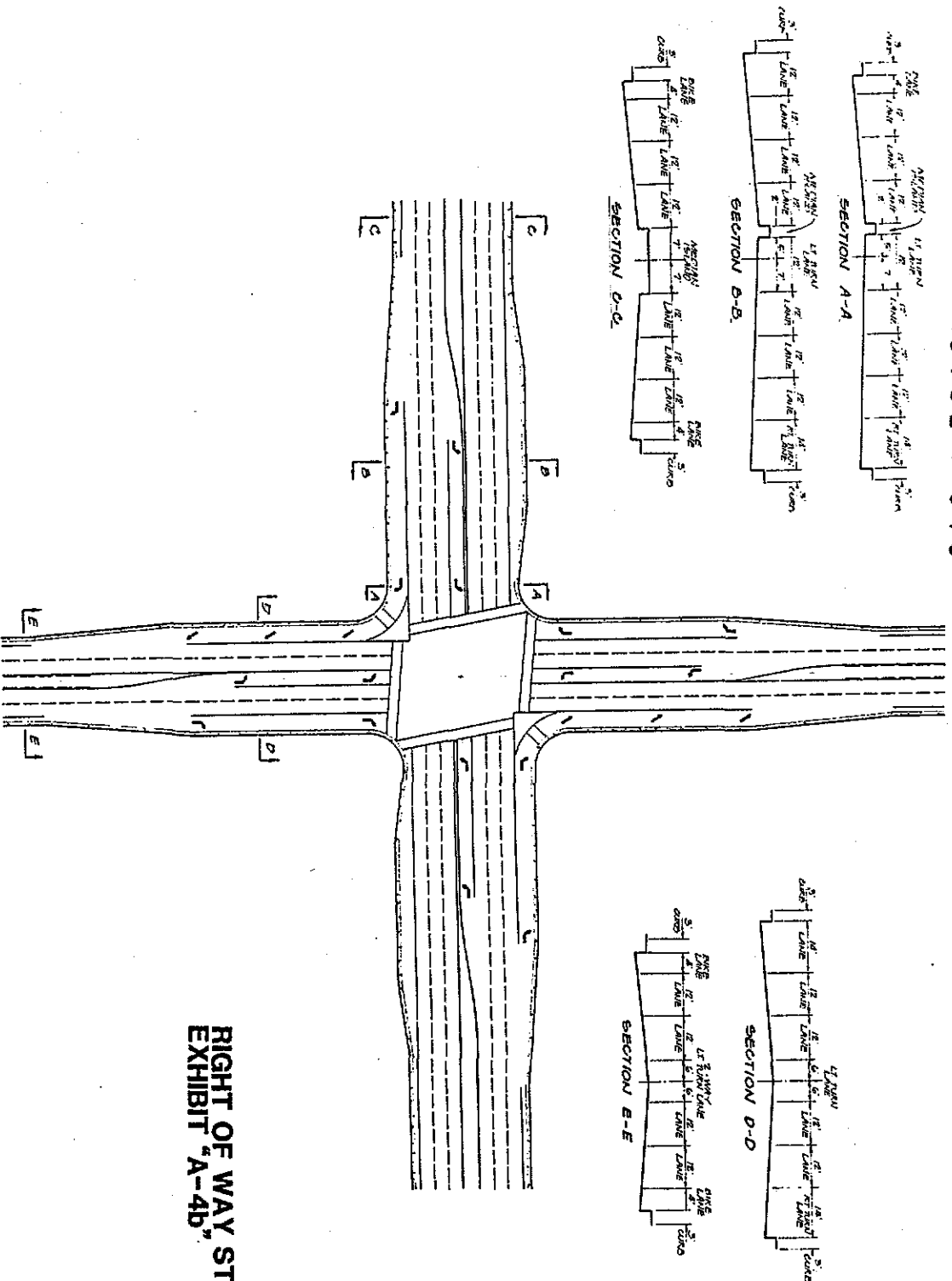


RIGHT OF WAY STANDARDS
EXHIBIT "A-4a"

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: **mp**
MORTON & PITALO, INC.
CITY ENGINEER
PLANNING DEPARTMENT

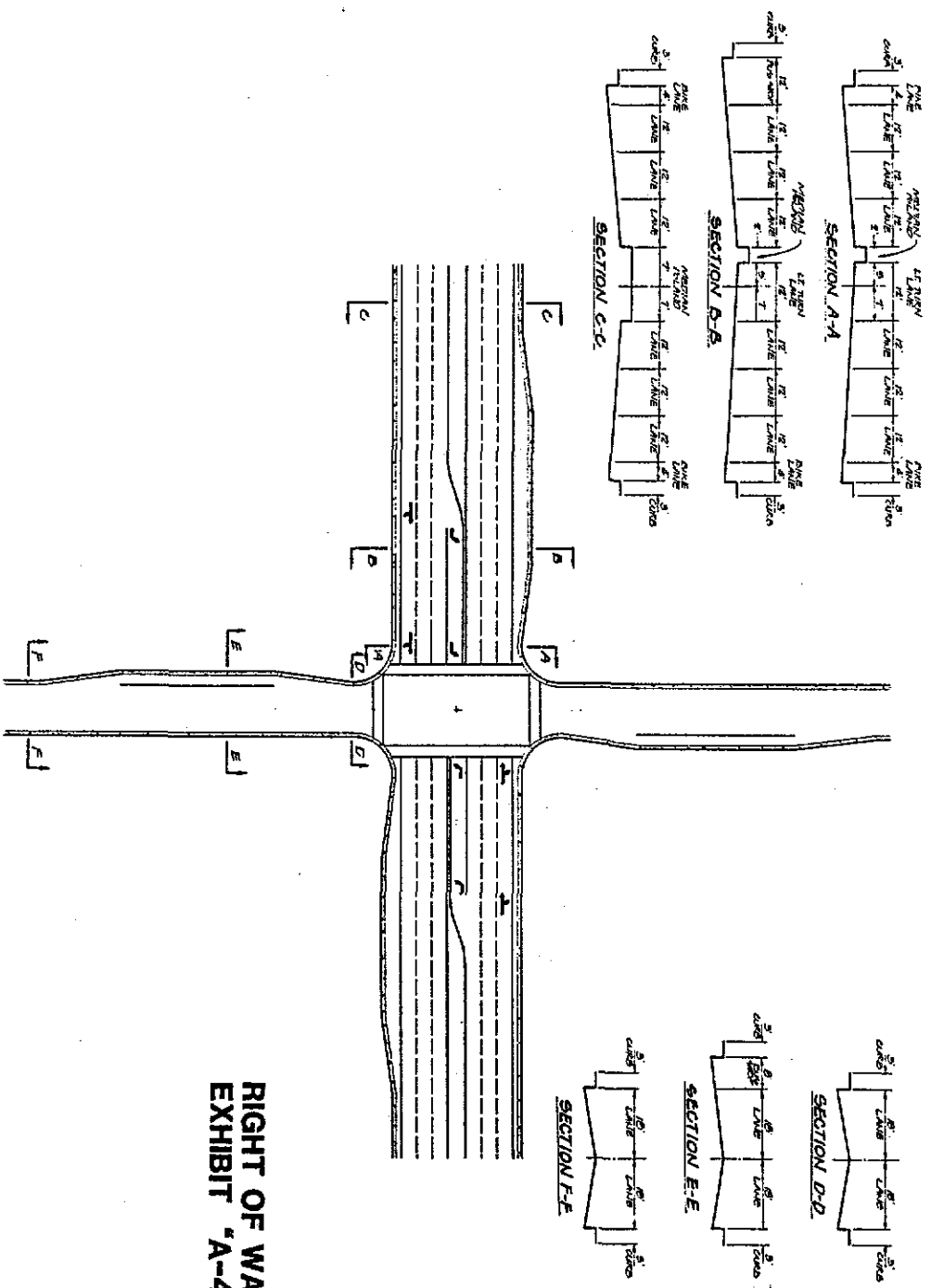


RIGHT OF WAY STANDARDS
EXHIBIT "A-4b"

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

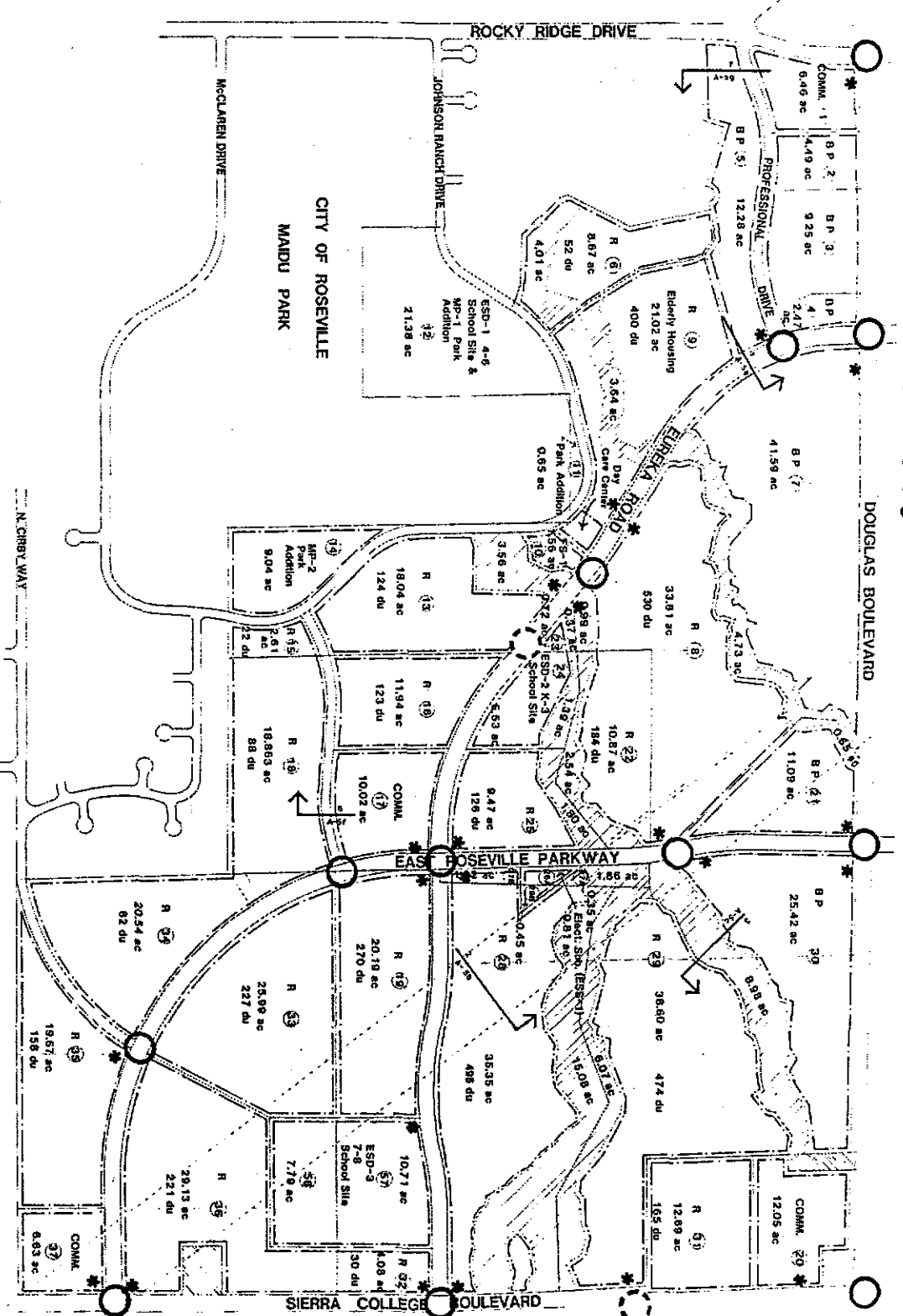
PREPARED BY: **mp**
MORTON & PITALO, INC.
CIVIL ENGINEERING
PLANNING SURVEYING



RIGHT OF WAY STANDARDS
EXHIBIT "A-4c"

SOUTHEAST ROSEVILLE SPECIFIC PLAN
 CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: **MP**
 MORTON & PITALO, INC.
 CIVIL ENGINEERING
 PLANNING DIVISION



TRAFFIC SIGNALS & BUS TURNOUTS EXHIBIT "A-4d"

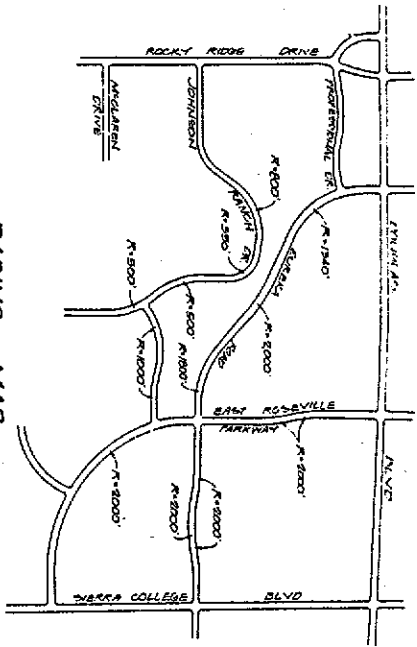
POTENTIAL BUS TURNOUTS * BUS TURNOUTS O TRAFFIC SIGNALS



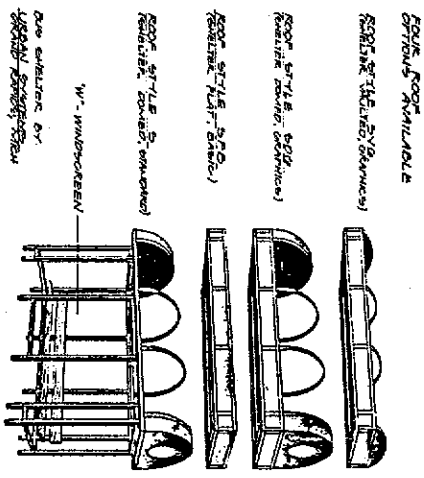
SOUTHEAST ROSEVILLE SPECIFIC PLAN

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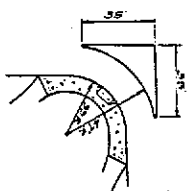
PREPARED BY: WILLIAMS BRIDGMAN ENGINEERS, INC. 1000 WILSON AVENUE, SUITE 1000, OAKLAND, CA 94612



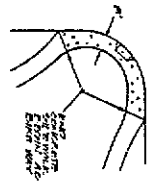
RADIUS MAP



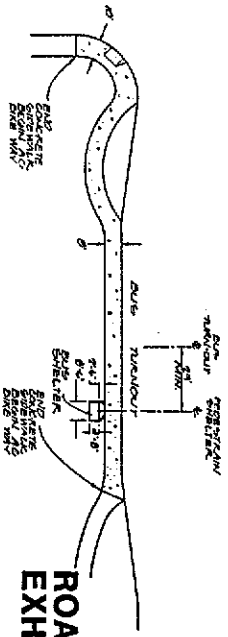
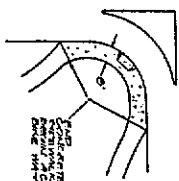
BUS SHELTER



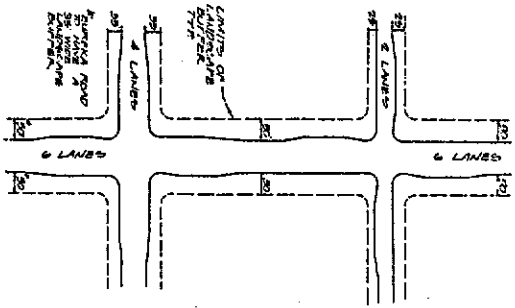
TURN RADIUS DETAIL



SIDEWALK DETAILS AT INTERSECTION



BUS TURNOUT



LANDSCAPE BUFFER DETAIL

ROAD IMPROVEMENT STANDARDS
EXHIBIT "A-4e"

SOUTHEAST ROSEVILLE SPECIFIC PLAN
CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: **MP** MORTON & PITALO, INC.
PLANNING CIVIL ENGINEERING SURVEYING

6910 8000 0000 0000

Major Streets

The primary function of major arterial streets is to move large volumes of vehicles from residential areas from one part of a city to another and to freeways. Partially divided major streets will serve the area. Douglas Boulevard is planned as a six lane major street with a 100 foot nominal right-of-way. The north-south connector, to be known as the East Roseville Parkway, is recommended ultimately as a six lane major street with 100 foot nominal curb to curb rights-of-way. The major east-west connector is a westerly extension of Eureka Road to Douglas Boulevard. This will be a four-lane street with a 100 foot nominal right-of-way that provides the potential for future expansion to six lanes on a portion of the street west of the East Roseville Parkway.

Collector Streets

The main function of a collector street is to carry traffic from local residential streets to major arterial streets or freeways. These should have 54 foot nominal average right-ofway widths.

Specific alignments and widths of the collector streets other than those indicated on the specific plan map (Exhibit A-1) will be evaluated as specific development proposals in the plan area as submitted according to the following criteria:

1. Collector streets should not intersect with major arterial streets closer than 600 feet from an intersection formed by two arterial streets, or closer than 300 feet from a collector/arterial intersection.

Local Streets

The major purpose of local or residential streets is to provide access to property abutting them. Their most common location is within residential neighborhoods. Local streets are purposely not shown on the plan map in order to provide the land developer with design flexibility. At the time a tentative subdivision map is submitted for review by the City, local and other streets will be evaluated.

1. Local streets should be designed in a manner which harmonizes with the recommended collector and major street system; and in a manner which discourages through traffic.
2. Local streets should avoid intersecting major arterial streets.

3. Local streets should not intersect with collector streets closer than 150 feet from an intersection formed by a collector street and an arterial street.

Signalization

The major arterial streets within and adjacent to the specific plan area will require signalization of intersections designated on the plan map, Exhibit A-4d, as the area develops in accordance with the phasing plan specified in the plan in Exhibits A-3a and 3b.

Bus Turnouts

Bus turnouts will be provided at locations as indicated on the plan map, Exhibit A-4d to accommodate future bus service in the plan area. Exhibit A-4e illustrates the character of typical bus shelters intended to be located at the bus turnouts, and also illustrates the dimensions of a typical bus turnout and other road improvements within the plan area.

Bikeways

In the past several years, the bicycle has come into its own as not only a recreation vehicle in the area but as a mode of transportation by some users between relatively short distances to work or other non-recreational activities. Southeast Roseville provides a unique opportunity to enhance this mode of travel by incorporating bikeways in the landscape corridors. Man-made features such as open drainage ways also provide relatively unobstructed corridors along which bikeways can spread throughout most of this area without ever having to use the planned street system.

Off-street bikeways connecting centers of high activity are designed along all the major drainage ways and their branches. Improvement of these facilities primarily rests with the property owner or developer. Additional off-street bikeways not shown on the plan map are encouraged, particularly where these can link with the overall system. Opportunities for this are perhaps greatest within large land parcels utilizing the planned unit development concept. If the off-street bikeways are to be used by the general public, the policing problems must be resolved.

Professional Drive

Professional Drive is a local street designed to provide access to the business/professional uses that have frontage along the street. It connects Eureka Road and Rocky Ridge Drive but is not intended to serve as a throughway connector between these two arterials. In order to discourage through-traffic, a four-way stop intersection is located at about the mid-point of Professional Drive, as illustrated in Exhibit A-5.

BK3192 PG552

SOUTHEAST ROSEVILLE SPECIFIC PLAN

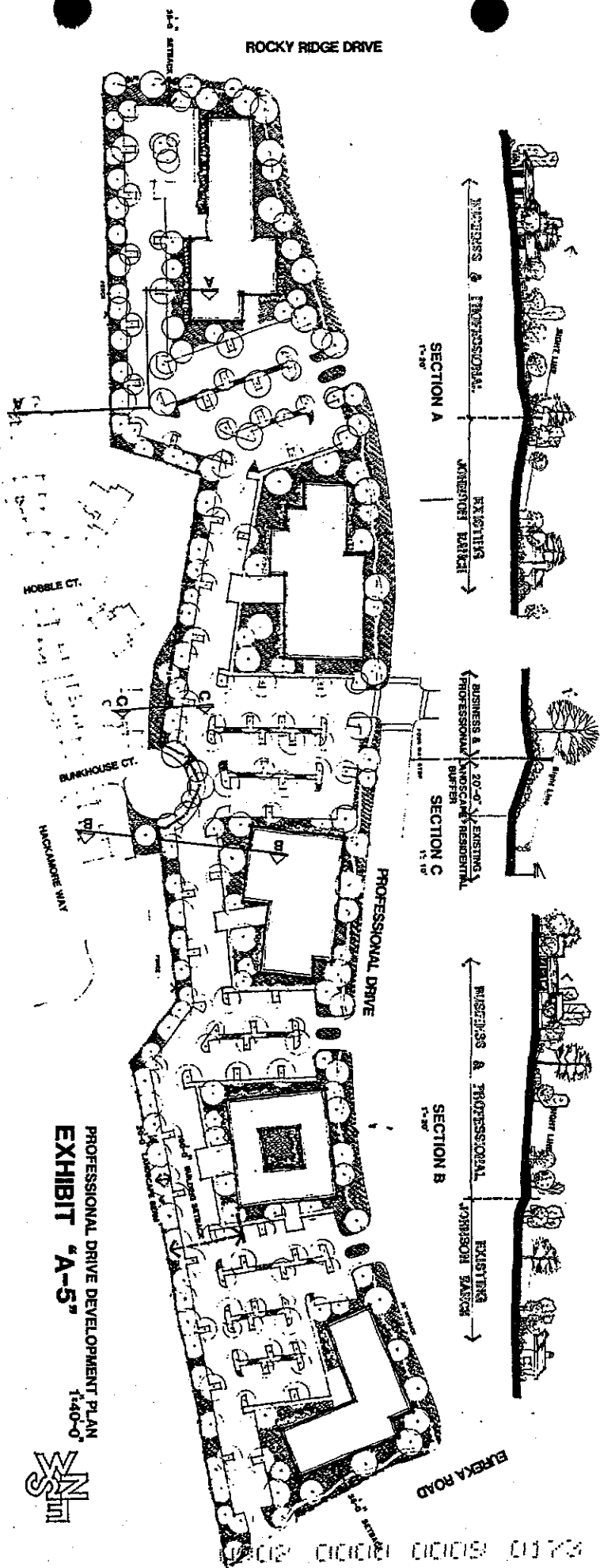
CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY:

WILKINSON
ARCHITECTURAL & ENGINEERING
2200 WILKINSON DRIVE, SUITE 100
ROSEVILLE, CA 95678

PROFESSIONAL DRIVE DEVELOPMENT PLAN
EXHIBIT "A-5"

140'-0"



ROCKY RIDGE DRIVE

SECTION A

← BUSINESS & PROFESSIONAL →

EXISTING JOHNSON PARK

SECTION C

← BUSINESS & PROFESSIONAL → EXISTING PROFESSIONAL AND RESIDENTIAL BUFFER

SECTION B

← BUSINESS & PROFESSIONAL → EXISTING JOHNSON PARK

EUREKA ROAD

2410 8100 1300 2000

Consistency with the City of Roseville General Plan

Growth Management Element

Policy No. 1: Potential population growth in Roseville must be based on the long-term carry capacities and limits of the roadway system, calculated by level of Service "C", sewer and water treatment facilities, and electrical utility service, as defined in the Circulation Element and the Public Services and Facilities Element.

Policy No. 2: For the purposes of land use allocation, the potential population of Roseville, based on infrastructure limits, must not exceed 92,000 people.

Consistency: The proposed plan is consistent in both respects: road systems and ultimate total traffic lanes will allow for maintenance of Level of Service "C" and the total number of residential units proposed will not, on a cumulative basis, exceed the population level of 92,000.

Policy No. 3: Growth and development must occur at a rate commensurate with the availability of desired facilities capacity and the attainment of desired level of service for public activities as defined in the Public Services and Facilities Element.

Policy No. 7: Because of common concerns and problems, growth and development must be viewed in a regional perspective by coordinating activities with adjacent jurisdictions.

Consistency: Build out capacity for the city is based on acceptable circulation limits and circulation limits have taken into account adopted land use in adjacent jurisdictions that affect the city's circulation system.

Circulation Element:

Policy No. 1: For the City of Roseville, the Level of Service "C" shall be used in determining the roadway capacities and intersection delays for all freeway, arterial and collector streets. For long-range development, Level of Service "C" need not be strictly maintained if other policies and action plans indicate that a lesser level of service may be acceptable on a short-term basis providing there are sufficient overriding considerations.

Consistency: As previously stated, the Southeast Roseville Specific Plan is consistent with this policy.

BK3192 PG554

Policy No. 2: If an ultimate population of 92,000 is to be allowed in the City of Roseville, then the incremental growth of 22,000 to 27,000 additional people should be allocated in association with projected employment in both the northwest and eastern sectors of the city.

Consistency: As previously stated, the Southeast Roseville Specific Plan is consistent with this policy.

Policy No. 3: In order to meet the projected travel demands, major additional highway capacity (expressed as screenlines that are a composite of individual roadways within a corridor) that will be needed city-wide includes:

- Eight highway lanes east of I-80, running in an east/west direction, to supplement existing capacity on Douglas and Cirby;
- Twelve additional lanes across I-80;
- Six to eight lanes across the railroad tracks in the central area of Roseville;
- Major improvements in highway capacity between I-80/Riverside and subway undercrossing of the railroad;
- Eight to twelve lanes in a north/south direction to supplement existing highway lanes in the northwest of the city on the existing Route 65 corridor between Baseline and Blue Oaks;
- Six to eight lanes in an arc across the northern side of the city from Douglas/Rocky Ridge to Highway 65;
- Four additional highway lanes on the east side of the city in a north/south direction;
- An east/west arterial system in the northwest of the city.

Consistency: The portion of this policy that refers to the number of roadway lanes needed in the east area is being implemented as a part of the Southeast Roseville Specific Plan.

Policy No. 4: In order to meet projected travel demands in the eastern area of the city, the following improvements need to be implemented (see figures IV-1 and 2).

BK 3192 PG 555

- Douglas to six lane arterial;
- Rocky Ridge to four lane arterial;
- Sierra College to four lane arterial;
- Possible need for improvements to Sunrise Avenue;
- Old Auburn Road as four lane arterial;
- New two lane roadway running north and/or west from Rocky Ridge/Douglas to connect across I-80 to north of the city.

Consistency: Proposed roadway improvements in the Southeast Roseville Specific Plan include the ultimate width of Douglas Boulevard as six lanes and Sierra College as four lanes. In addition, Eureka Road and East Roseville Parkway are aligned to allow them to serve as the extension of the road lanes needed to connect Douglas Boulevard across I-80 to north of the city.

Policy No. 7: Based on the amount, location and timing of future growth in Roseville, specific roadway improvements should be implemented as indicated in the Circulation Element.

Consistency: The widening of Douglas Boulevard adjacent to properties in the Southeast Roseville Specific Plan from two lanes to six lanes is to be completed between 1985 and 1995. The extension of Cirby Way to Sierra College is also planned to be implemented in this same time frame. If the specific plan area builds out by 1995, then all necessary road improvements would have been implemented incrementally. If development of the specific plan area does not occur prior to the need to complete these road improvements, then an assessment district process to implement such improvements would probably occur.

The specific improvements required to accomodate additional traffic generated by new growth is planned in relation to the development of land use in the specific plan. Exhibit A-3a and A-3b illustrate the phasing of required circulation improvements relative to the development of specific areas in the specific plan.

SECTION V - LANDSCAPE ELEMENT

Objectives

The general intent of the Landscaping Element is to establish a unifying design theme throughout the specific plan area. Ground covers with permanent automatic irrigation interspersed with tree plantings will tie together the individual elements throughout the area.

Landscape Corridor Along Public Right-Of-Way

Landscaped buffers consisting of a pedestrian and bicycle path, earth berms, trees and turf or other ground cover will be located along all public rights-of-way. The width of the buffer shall be measured from the back of the curb at the edge of the roadway. The width will vary according to the R.O.W. width as follows:

Table 2

Landscape Buffer Width

<u>R.O.W.</u>	<u>LOCATION</u>	<u>BUFFER*</u>
100'	Douglas Boulevard, Sierra College Boulevard, East Roseville Parkway	50'
100'	Eureka Road	35'
54'	Johnson Ranch Road, McLaren Drive, Park Road, Professional Drive	25'**

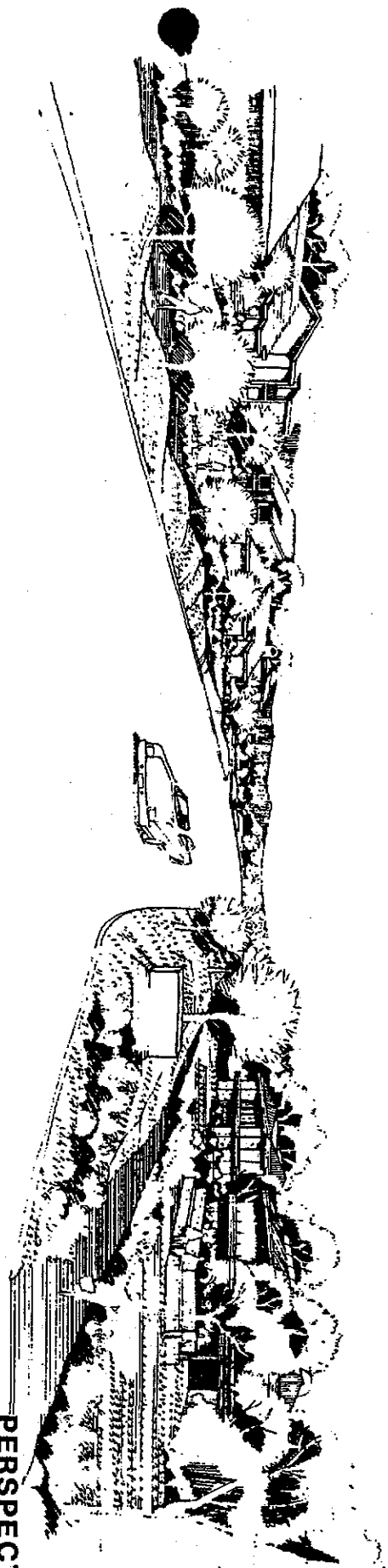
* Refer to Exhibit A-4e for buffer width detail.

** Pedestrian/bicycle path located on one side only.

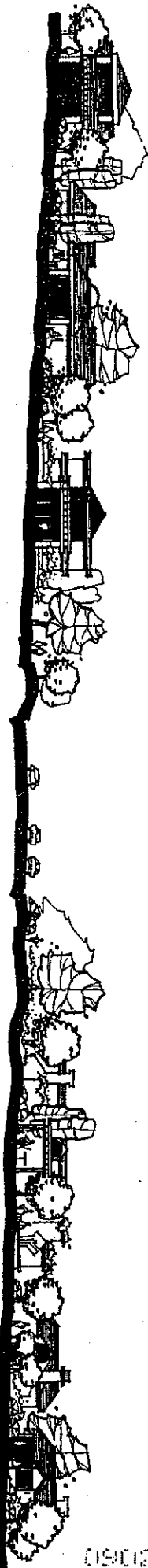
The suggested treatment along the public right-of-way is illustrated in Exhibits A-6a, A-6d, A-6e, and A-6f. A specific example of right-of-way landscape treatment is shown in Exhibit A-7 which illustrates a typical landscape plan for Phase 1.

Site Landscape Area

A minimum of 25 percent of the net site area for business/professional uses, and 20 percent of the net site area for commercial uses, shall be landscaped. Perimeter landscape buffers and open space areas incorporated in the site will be counted in meeting this requirement.



PERSPECTIVE
EXHIBIT "A-6a"




SECTION 1



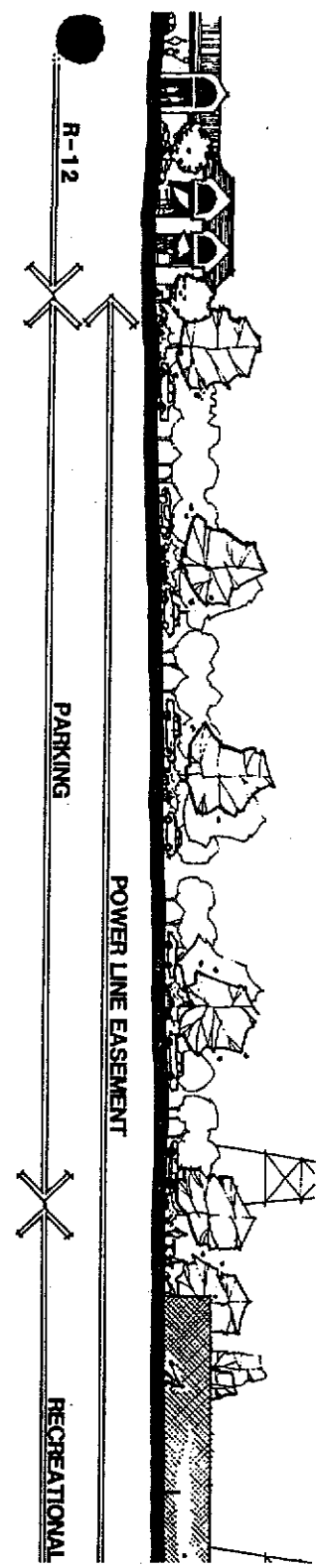
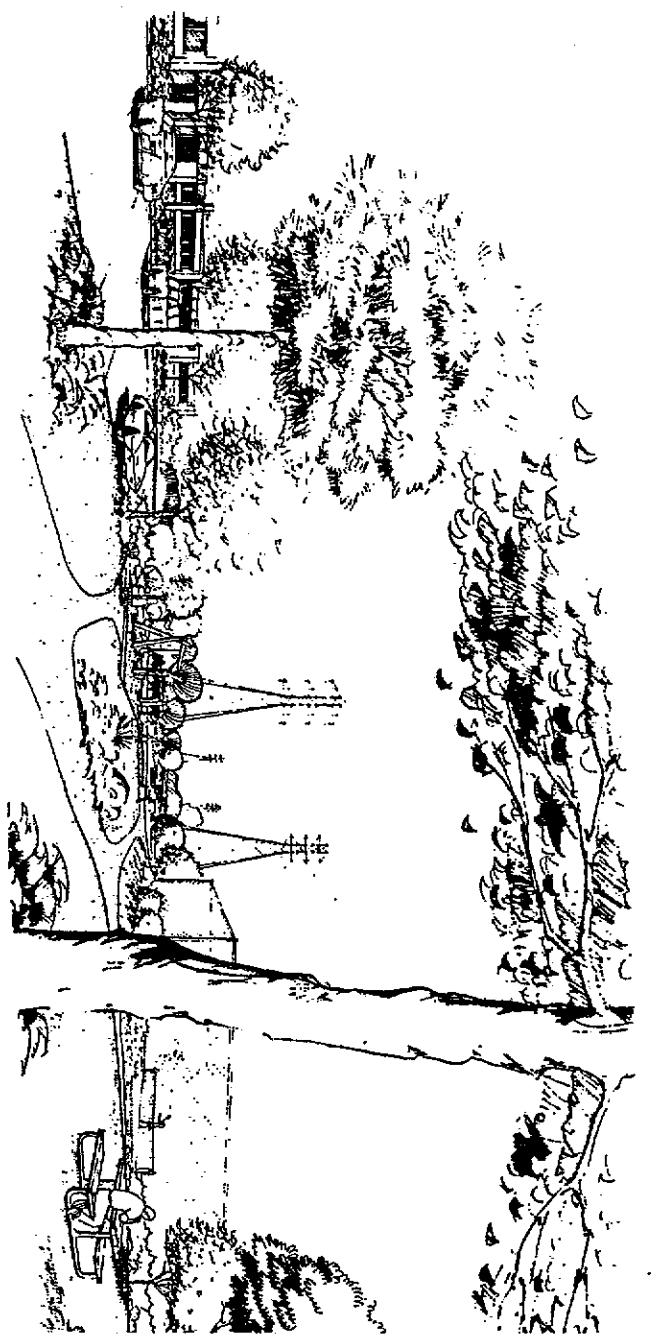
SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: 

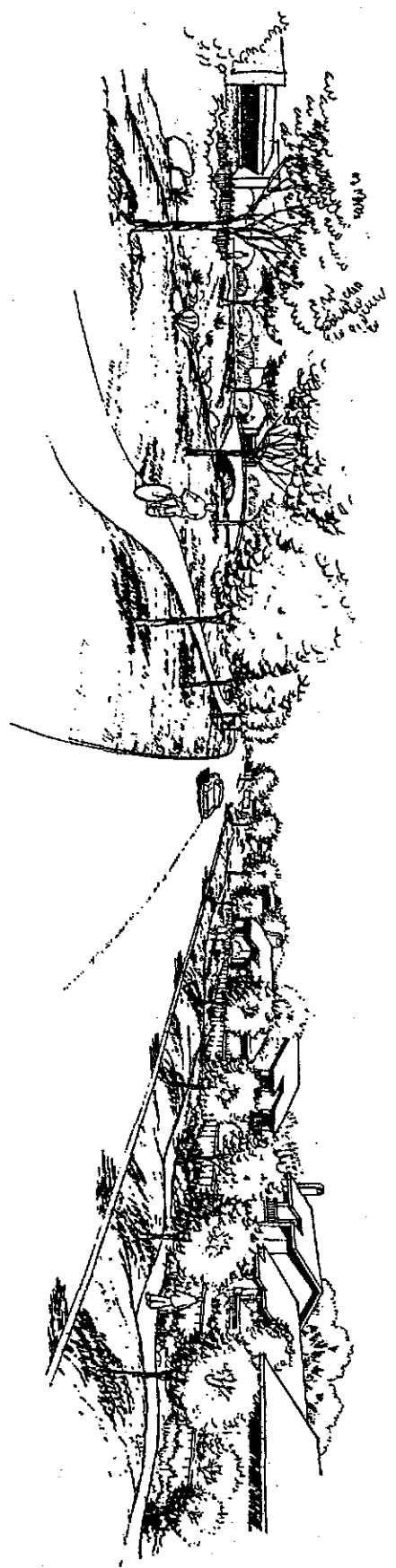
WILLIAMS+PADON ARCHITECTS+PLANNERS, INC.
730 Sunrise Ave., Suite 201, Roseville, CA 95678 (916) 786-8778, 497-6691

8410 5000 0001 2080

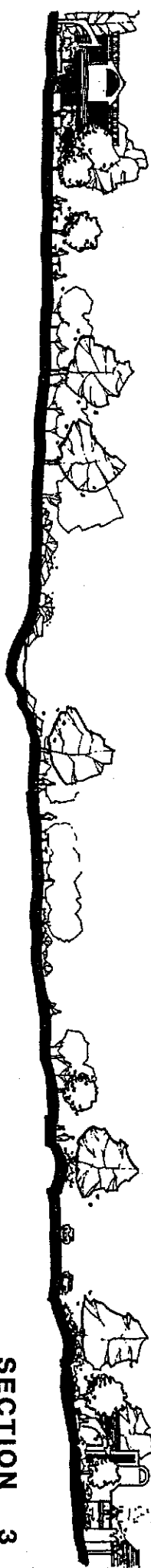


SOUTHEAST ROSEVILLE SPECII

CITY OF ROSEVILLE · CALIFORNIA · PREPARED BY:



PERSPECTIVE
EXHIBIT "A-6c"

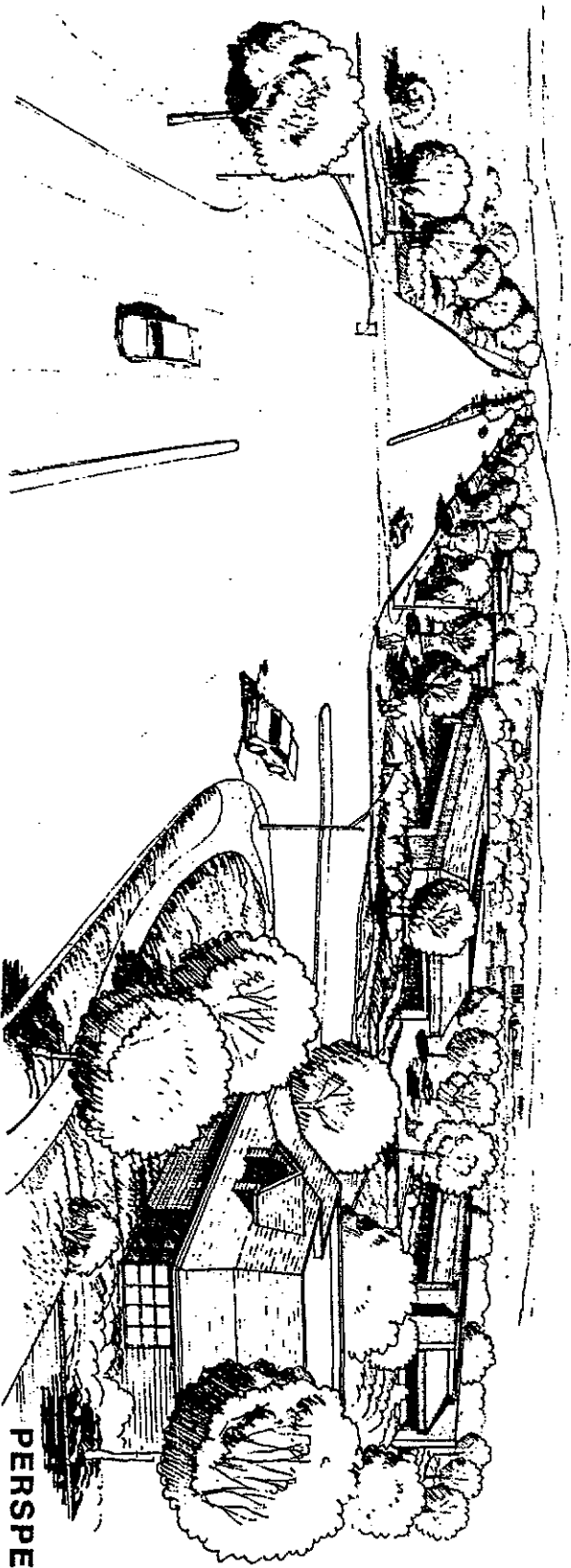


SECTION 3



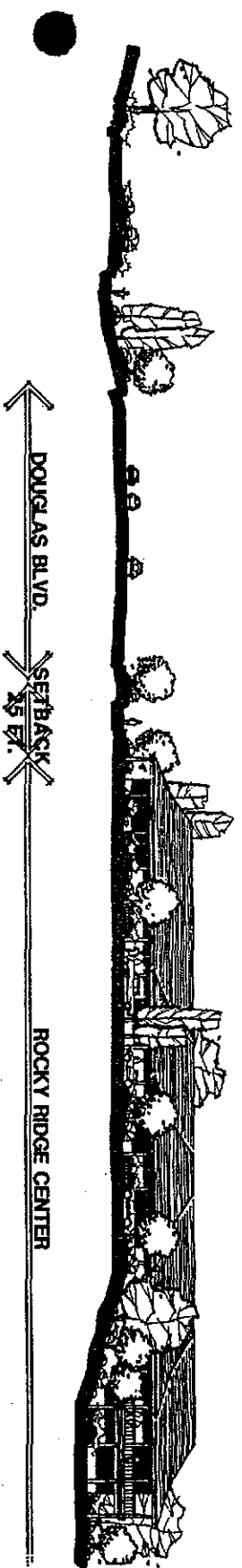
SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA · PREPARED BY:  WILLIAM S. HADDON ARCHITECTS PLANNERS, INC.
730 BARTON OAK / SUITE 201 / ROSEVILLE, CA 95678 (916) 762-8782-89-9881



PERSPECTIVE
EXHIBIT "A-6d"

1810 6000 0000 4 2090



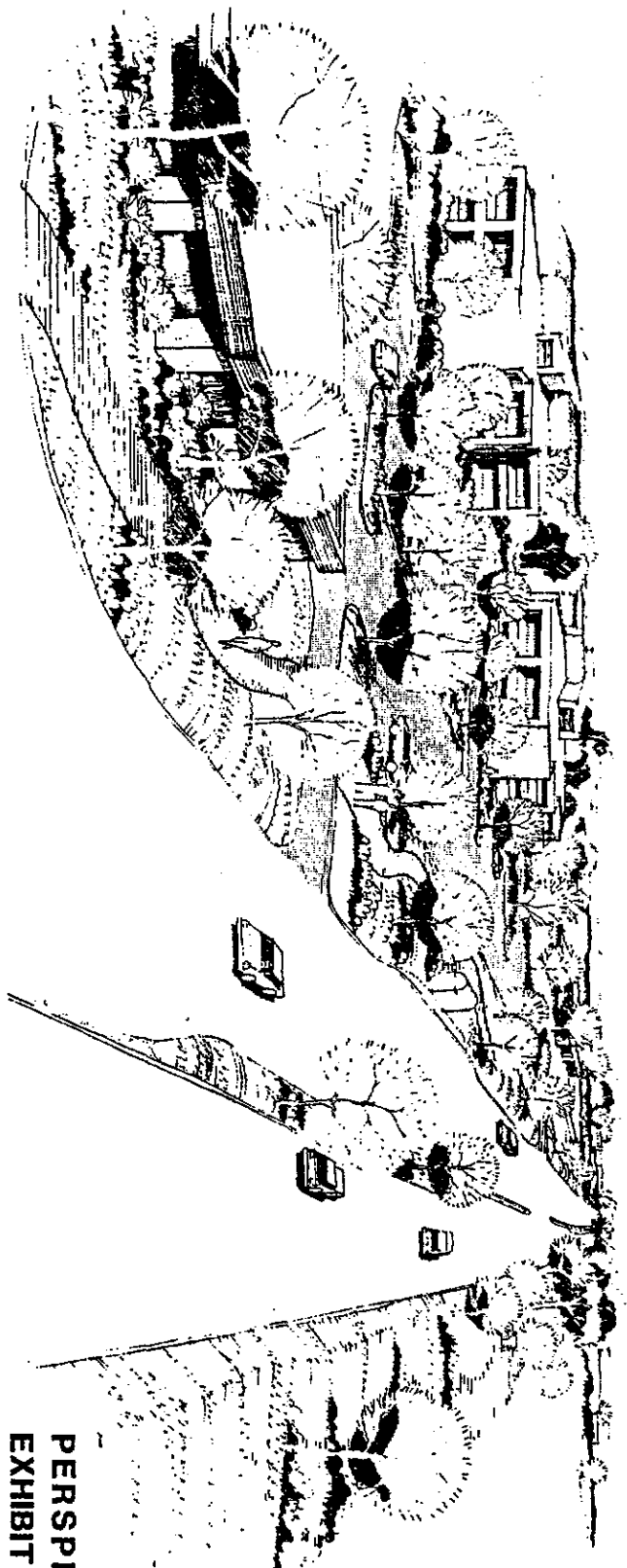
SECTION 4

SOUTHEAST ROSEVILLE SPECIFIC PLAN

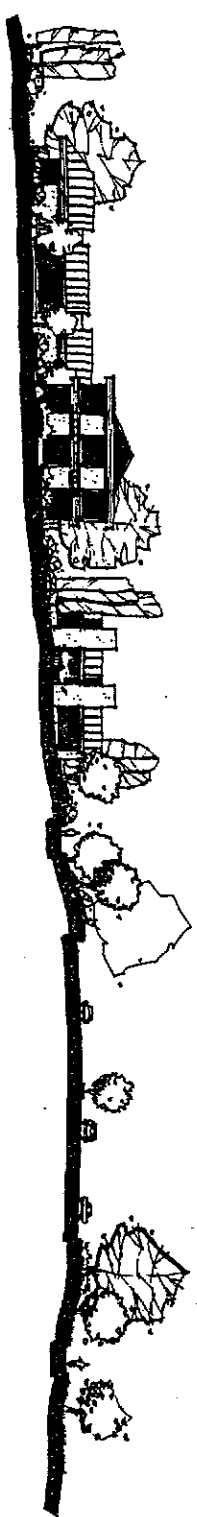
CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: 

WILLIAMS+RIDDON/ARCHITECTS+PLANNERS/INC.
200 J Street One/June 29th/1988/11th/FL/CA/95870/(916)780-8170-300691



PERSPECTIVE
EXHIBIT "A-6e"



SECTION 5



SOUTHEAST ROSEVILLE SPECIFIC PLAN

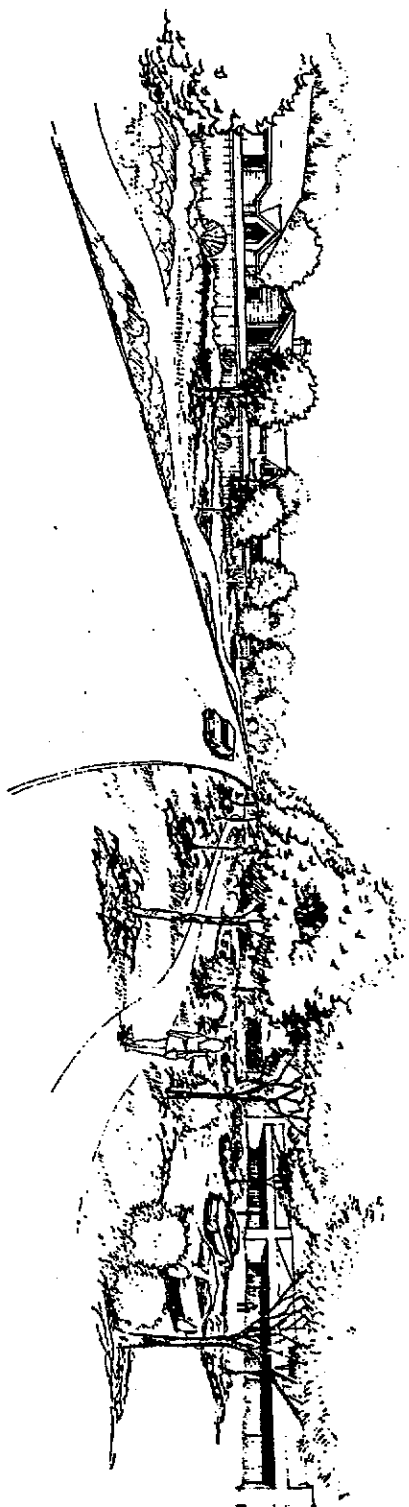
CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY:

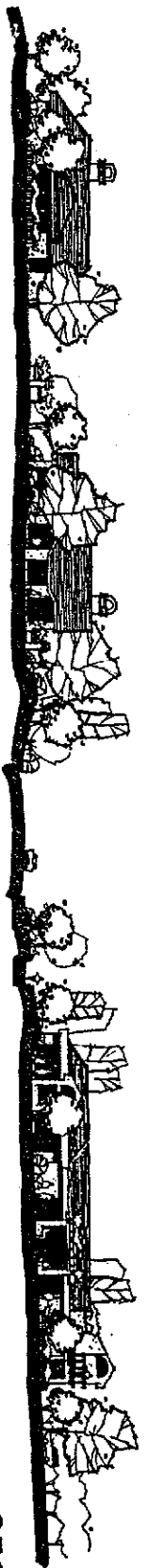


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730 BARRIE CREEK SUITE 201/ROSEVILLE, CA 95678 (916) 784-8170-8506891

28 FD 6000 0000 20690



PERSPECTIVE 6
EXHIBIT "A-6f"



SECTION 6

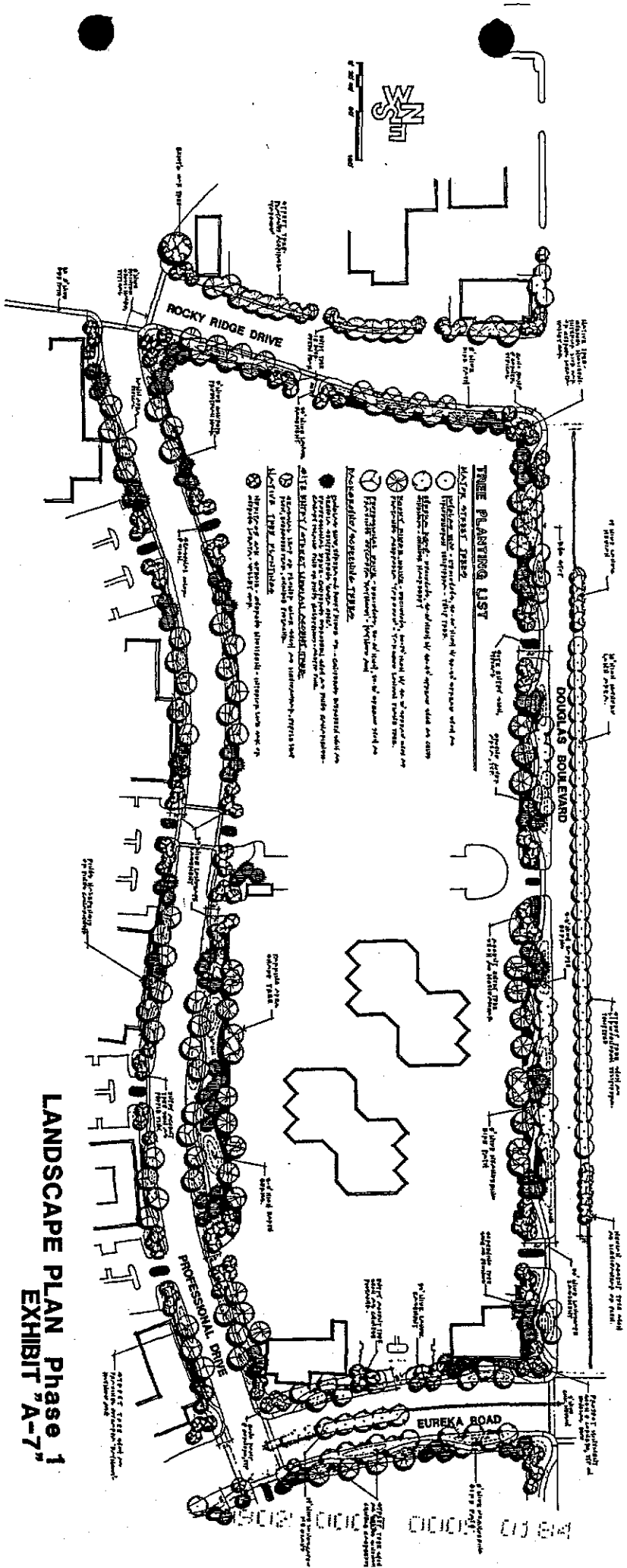


SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: 

WILLIAMS+RADDON/ARCHITECTS+PLANNERS, INC.
2000 Centerville Blvd, Suite 201, Roseville, CA 95678 (916) 782-8870



LANDSCAPE PLAN Phase 1
EXHIBIT "A-7"

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: TSA Tom Smith Associates

Parking Areas

Trees shall be planted and maintained throughout surfaced parking lots to insure that, within fifteen years after the establishment of the parking lot, at least fifty percent of the parking area will be shaded at noon on August 21st.

Open Space Corridors

Open space corridors indicated on the specific plan will be landscaped to maintain the appearance of a natural stream channel and maintain drainage flow. The suggested treatment of these corridors is described in the Landscape Design Guidelines and illustrated in Exhibits A-6b and A-6c of the Southeast Roseville Specific Plan.

Tree Preservation

Trees shall be preserved consistent with the Roseville guidelines requiring arborist's report.

Professional Drive

The landscaping of development along Professional Drive is given special consideration due to the proximity of a neighborhood of single family dwellings along the south boundary. The landscape treatment includes construction of a fence atop a berm running on or parallel to the property boundary. The intent is to provide a landscape buffer between the business/professional use and the adjacent dwellings. Exhibit A-5, the Professional Drive Development Plan, illustrates this plan.

BK3192 PG565

SECTION VI - COMMUNITY FACILITIES ELEMENT

Objectives

Community facilities include the schools, libraries, parks, fire stations, utilities and other improvements that support public services. The objective of community facilities is quality of life in the community and it is essential that adequate facilities be included in the plan for a growing area such as the specific plan.

Schools

The need for school facilities is determined by factors such as population trends, housing densities, physical features, existing school facilities and service areas, school standards and projected enrollments.

Table 3 shows the estimated number of school sites needed to serve Southeast Roseville upon ultimate development.

Table 3

Estimated School Site Requirements

	Number Students	Students Per School	Number Sites Needed	Adjust- ment Factor	Number Schools Needed
Elementary (K-3)		400	1		1
Elementary (4-6)		450	1		1
Junior High (7-8)		600	1		1
High School			0		0

Standards and criteria used to determine the location of proposed school sites are as follows:

1. School sites should be centrally located for easy access.
2. Elementary school sites should be located adjacent to parks wherever possible.
3. School sites should not be located adjacent to incompatible land uses such as shopping centers and multiple-family units.
4. School sites should be located away from excessive noise sources whenever possible.

Elementary (K-6) Requirements

Two elementary schools are recommended to serve Southeast Roseville upon full development. Each school site should consist of approximately 5 acres for K-3 and 8 acres for 4-6, and have facilities to serve 350 to 400 students. These are recommended for locations adjacent to park sites and evenly spaced so as to provide logical service areas.

One school site is shown on the plan map adjacent to and surrounded by Maidu Regional Park. Sufficient land is available to provide an adequate site for a combined K-3 and 4-6 school campus with separate facility clusters for each grade category, as well as some shared facilities.

A second primary grade school facility (K-3) may be required as the specific plan area is built out. A central site has been designated in the plan area to accommodate such a facility if it is required. Ultimate use will depend upon the student yield factor actually experienced in the plan area in the period 1985 to 1990. The required sites are designated as school sites and an option to purchase is granted in the development agreement that are part of the specific plan.

Junior High (7-8) Requirements

One site is recommended to serve Southeast Roseville upon full development. The site consists of 18.5 acres and will service 600 to 900 students drawn from the plan area and the unincorporated territory east of the city of Roseville. The required site is designated as a school site and an option to purchase is granted in the development agreements that are part of this specific plan.

High School (9-12) Requirements

Roseville High School District facilities are near or exceed capacity. The anticipated high school enrollment generated by development of Southeast Roseville will contribute to the cumulative load in the District. No high school facilities are proposed in the plan, but it is recognized that growth in the high school district may require construction of an additional high school facility during the period of development of the plan.

Parks and Open Space

Maidu Regional Park, a partially improved regional facility, is located east of Rocky Ridge Drive. This site, in excess of 100 acres, remains to be developed by the

BK3192 PG567

Recreation and Parks Department. No other public recreation facilities currently exist. The plan adds an additional 22.4 acres to the Maidu site (exclusive of a school site). The land is dedicated to the City in Section 2B.1 of the development agreement between the City of Roseville and Southfork Partnership. Small scale recreational amenities (e.g. tennis courts, jogging trails, par courses) will be incorporated in the site plans for specific development projects.

Fire Stations

Development of the city of Roseville necessitates adequate fire protection for all commercial and residential structures. Fire station sites should be selected with care so as to result in the best fire protection possible, considering both the potential hazard to life and the value of buildings and contents.

The city presently serves this area from a station located at Cirby Way east of Sunrise Boulevard. This station will not provide adequate fire protection services for East Roseville once urbanization takes place.

The plan map designates a 1.56 acre fire station site. This facility will offer adequate fire protection to all of the eastern area. The land is dedicated to the City in Section 2B.(2) of the development agreement between the City of Roseville and Southfork Partnership.

The following points were considered when selecting the fire station location:

1. Stations should be located near extensive business districts and near districts where there is a high fire hazard.
2. Stations should be provided so that no point in a district will be more than a two-mile travel distance from an engine company and response time should not exceed 4 to 5 minutes.
3. Stations should be located on a secondary collector street with direct access to a major arterial street.

Sanitary Sewers

The Southeast Placer Sewer Assessment District #A-90 will provide necessary sanitary sewer facilities for Southeast Placer County. As a result of the January 11th decision by the City Council, Placer County, the State of California,

BK3192 PG568

and EPA are taking appropriate steps to upsize the pipe within the city of Roseville. This upsizing will accommodate the additional demand for sewage flows that will be generated by the land use set forth in this plan.

The allocation of capacity and the commitment by property owners to participate in the assessment district is specified in various development agreements between the City of Roseville and the property owners.

Electrical Substation

An electrical substation is required to serve development of the specific plan and surrounding area. The land required for this facility is approximately 2+ acres and will be dedicated to the City in Section 2B.(2) of the development agreement between the City of Roseville and Southfork Partnership.

Consistency with the City of Roseville General Plan

Growth Management Element

Policy No. 6: Growth and development must occur on the basis that projected revenues shall be sufficient to meet public costs.

Consistency: Dedication of lands for public purposes is a significant effort to reduce public costs without adversely affecting the ability to produce affordable housing.

Policy No. 9: To allow flexibility in meeting the goals of the General Plan, a portion of the urban development capacity must be kept in reserve in order to utilize concepts of density bonuses, development incentives, and specific plan implementation.

Consistency: These concepts are incorporated in the Southeast Roseville Specific Plan as a means to implement necessary public facilities. In addition, there are still residential units held in reserve that may be applied to density bonuses or development incentives.

Land Use Element

Policy No. 21: The number and location of public elementary and secondary school facilities shall be in accordance with the following general criteria:

- A. Elementary schools shall be located to serve neighborhoods and secondary schools shall be centralized to serve a larger population.

- B. Elementary school sites, under this criteria of site selection, should be ten (10) net acres and planned cooperatively with the City Parks and Recreation Department. The actual school site may be less than ten (10) acres when the total school/park site equals or exceeds ten (10) acres.
- C. Secondary school sites would be fifteen to twenty (15 to 20) net acres depending upon educational programs and planned cooperatively with the City Parks and Recreation Department. The actual school site may be less than fifteen (15) acres when the total school/park site equals or exceeds fifteen (15) acres. High school sites should be 40 to 45 net acres.
- D. Schools should be located in an area that is safe and easily accessible away from major street arterials.
- E. Elementary schools should be master planned to accomodate approximately 400 to 600 students, depending upon the educational program.
- F. Secondary schools should be master planned to accomodate approximately 600 to 850 students depending upon the educational program.
- G. The Board of Education will utilize State, Local and mitigation funds in the development of appropriate educational facilities and related educational standards and criteria as adopted by local Boards of Education. The major thrust of the mitigation fund program is for the development of sites and facilities on the sites.
- H. Special and community use of facilities shall be considered and provided for the extent approved by the governing Board.
- I. Size, capacity and number of buildings for initial construction shall be determined by each individual district's enrollments, both current and anticipated. Changes and/or additions may result from district revisions regarding pupil/teacher ratios and other related variables.

Consistency: The proposed specific plan is consistent with the policy with the exception of the suggested guideline not to locate school facilities on major street arterials. Two school sites are proposed on an arterial street. The 7-8 school site is located along an arterial at the request of the Eureka School District. The K-3 site will be

separated from the arterial street by landscaping and a separation of elevation. Ultimate 4-6 school size will depend on an agreement between the school district and the City to combine school and park sites. The issue of capacity limits for proposed schools for the Eureka School District have not yet been determined and endorsed by the City of Roseville. This and other issues are the subject of the Public Facilities Element of the City's General Plan that will be revised in 1985.

Policy No. 22: Because of acreage required, the number of new school sites needed at the high school level, specific site location and standards shall be determined through the coordination of the City and Roseville High School District as part of the present and ongoing planning and approval process.

Consistency: The Public Facilities Element revision process is the mechanism for determining the extent to which high school needs will be addressed.

BK 3192 PG 571

SECTION VII - SPECIFIC PLAN IMPLEMENTATION

Purpose

The Southeast Roseville Specific Plan is designed to be utilized as a guide to reach land use decisions, however, the plan will not be effective unless there are sufficient means for effectuating the goals and criteria set forth herein. The purpose of this section is to discuss the methods for implementing these goals outlined in each of the foregoing sections, which in themselves are statements of policy. It is recommended that these methods be the primary tools used to effectuate the plan.

Development Agreements

Property owners within the plan area will execute development agreements, in accordance with ordinance No. 802. Such agreements will set forth, with specificity, the infrastructive improvements, dedication of public sites, landscaping amenities and other contributions to be made by a property owner in return for the allocation of specified levels of land uses and intensities.

Planned Unit Developments

Development of the specific plan may proceed as a number of separate planned unit developments. This method of land development has its greater potential in large acreage parcels where a developer wishes to provide for greater flexibility in an integrated design than is otherwise possible through strict application of zoning regulations. It is the intent of planned unit developments to encourage the design of well-planned facilities which offer a variety of housing types through creative and imaginative planning. Residential subdivisions for example may include accessible open "green spaces" or common recreation areas, an attractive and well oriented community meeting place, and other features of benefit to a viable and balanced community. Planned unit developments must be initiated by the developer

Assessment Districts

An assessment district is usually formed to provide improvements or service to a particular area. It may be defined as an area within a city, county or other political subdivision which will receive special benefit from the construction or acquisition of public improvements, and/or acquisition of property for public purposes. Assessment districts can be created as a result of an initiative

BK3192 PG572

petition by the people in the area or by an act of the legislative body itself.

The specific plan will be implemented by land owner participation in the Southeast Placer Sewer Assessment District #A-90 that will provide a major sewer trunk line through the project. In addition, other assessment districts for traffic circulation improvements and other purposes may be formed to which the landowners would be subject.

BK3192 PG573

APPENDIX "A"

SUMMARY OF TABLES OF DEMOGRAPHIC CHARACTERISTICS

BK3192 PG574

TABLE I (continued)

DEMOGRAPHIC CHARACTERISTICS BY CENSUS TRACTS

POPULATION AND HOUSING

	Census Tracts				City Wide
	207	208	209	210	Totals
B. Housing Characteristics					
Total Housing Units by Type (1983 Estimates based upon 1980 Census distributions)					
Single Family	2,825/76%	1,569/70%	1,804/77%	1,648/82%	7,847/76%
2-4 Units	378/10%	509/23%	393/17%	174/9%	1,454/14%
5+ Units	408/11%	133/6%	141/6%	102/5%	784/8%
Mobile Homes	114/3%	16/1%	-0-	93/4%	223/2%
TOTAL	3,725/100%	2,227/100%	2,338/100%	2,017/100%	10,308/100%
Vacancy Rate by Unit Type (1980 Census Figures)					
Single Family	10%	3%	3%	6%	6%
2-4 Units	8%	3%	1%	12%	5%
5+ Units	5%	5%	6%	0%	5%
Mobile Homes	4%	0%	0%	38%	18%
Owner Occupant and Rental Units by Type:					
Single Family					
Owner Occupant	2,543/90%	1,381/88%	1,227/68%	1,203/73%	6,357/81%
Renter	282/10%	188/12%	577/32%	445/27%	1,490/19%
2-4 Units					
Owner Occupant	30/8%	188/37%	39/10%	0/0%	262/18%
Renter	348/92%	321/63%	354/90%	174/100%	1,192/82%
5+ Units					
Owner Occupant	4/1%	8/6%	0/0%	20/20%	31/4%
Renter	405/99%	125/94%	141/100%	82/80%	753/96%
Mobile Homes					
Owner Occupant	114/100%	12/75%	0	93/100%	219/98%
Renter	0/0%	4/25%	0	0/0%	4/2%
Median Monthly Rent (1980 Census)	\$204.00	\$237.00	\$174.00	\$170.00	\$186.00
Median Housing Value (1980 Census)	\$67,019.00	\$62,219.00	\$45,719.00	\$53,669.00	\$60,079.00

Prepared by the Roseville Planning Department

BK 3192 PG 575

TABLE I
DEMOGRAPHIC CHARACTERISTICS BY CENSUS TRACTS

POPULATION AND HOUSING

	Census Tracts				City Wide
	207	208	209	210	Totals
A. Population Characteristics (1983 Estimates based upon 1980 Census distributions)					
Total Population	10,913/41%	5,590/21%	5,590/21%	4,525/17%	26,618
1 year - 9 years	1,637/15%	671/12%	838/15	544/12%	3,690/14%
10 years - 19 years	2,073/19%	838/15%	894/16%	634/14%	4,439/17%
20 years - 29 years	1,528/14%	838/15%	1,174/21%	814/18%	4,354/16%
30 years - 39 years	1,855/17%	782/14%	614/11%	543/12%	3,794/14%
40 years - 49 years	1,419/13%	670/12%	503/9%	452/10%	3,044/12%
50 years - 59 years	1,201/11%	670/12%	560/10%	498/11%	2,929/11%
60 years+	1,200/11%	1,121/20%	1,007/18%	1,040/23%	4,368/16%
Total Households	3,611/36%	2,207/22%	2,308/23%	1,906/19%	10,032
No. of Persons per Average Household (1980 Census)	3.02	2.53	2.42	2.37	2.65
Median Age (1980 Census)	30 years	34 years	28 years	33 years	32 years
Marital Status:					
Single, Separated, Widowed, Divorced	3,152/38%	1,766/39%	2,050/47%	1,558/42%	8,526/41%
Married	5,142/62%	2,762/61%	2,311/53%	2,151/58%	12,366/59%
Head of Household by Sex					
Male Head of Household	2,889/80%	1,611/73%	1,616/70%	1,410/74%	7,526/75%
Female Head of Household	722/20%	596/27%	692/30%	496/26%	2,506/25%
Ethnicity					
White	10,370/95%	5,251/94%	4,583/82%	4,207/93%	24,411/92%
Black	47/.4%	9/.2%	16/.3%	14/.3%	86/.3%
American Indian	11/.1%	28/.5%	72/1.3%	23/.5%	137/.5%
Japanese	58/.5%	28/.5%	6/.1%	9/.2%	101/.4%
Chinese	36/.3%	-0-	-0-	5/.1%	41/.2%
Filipino	36/.3%	4/.1%	16/.3%	5/.1%	61.2%
Korean	24/.2%	-0-	-0-	-0-	24.1%
Asian Indian	14/.1%	-0-	16/.3%	9/.2%	39.1%
Vietnamese	14/.1%	-0-	11/.2%	5/.1%	30.1%
Hawaiian	14/.1%	4/.1%	-0-	-0-	18/.1%
Guamarian	-0-	4/.1%	-0-	-0-	4/.1%
*Other	286/2.%	262/4.8%	870/15%	248/5.5%	1,666/6.3%
TOTAL	10,913/100%	5,590/100%	5,590/100%	4,525/100%	26,618/100%

*There was no specific designation for Hispanics in the 1980 Census.

BK3192 PG576

TABLE 2

	Developed										Undeveloped						Total							
	207		208		209		210		Subtotal		207		208		209		210		Subtotal		Urban Land Use		Total City-Wide Land Use	
	Acres	%	Acres	%	Acres	%	Acres	%	Acres	%	Acres	%	Acres	%	Acres	%	Acres	%	Acres	%	Acres	%	Acres	%
Residential ¹	1,263	70.6	481	68.6	364	32.9	457	46.0	2,565	56.0	898	80.2	117	60.3	135	52.7	2,255	41.8	3,405	48.9	5,970	51.7	5,970	32.5
Commercial	231	12.9	109	15.6	174	15.7	99	10.0	613	13.3	149	13.3	56	28.9	10	3.9	81	1.5	296	4.3	909	7.8	909	5.0
Industrial	38	2.1	40	5.7	557	50.3	226	22.7	861	18.7	73	6.5	21	10.8	111	43.4	3,058	56.7	3,263	46.8	4,124	35.7	4,124	22.5
Public Schools*	256	14.4	71	10.1	13	1.1	212	21.3	552	12.0	0	(105)	0	0	0	0	(105)	0	0	0	552	4.8	552	3.0
Subtotal	1,788	100	701	100	1,108	100	994	100	4,591	100	1,120	100	194	100	256	100	5,394	100	6,964	100	11,555	100	11,555	63.0
Agriculture	0		0		0		0		0		1,358	69.0	0	0	0	0	3,453	71.6	4,811	70.8	0	0	4,811	26.2
Study Area	0		0		0		0		0		456	23.2	0	0	0	0	11	.2	467	6.9	0	0	467	2.5
Urban Reserve	0		0		0		0		0		155	7.8	0	0	0	0	1,361	28.2	1,516	22.3	0	0	1,516	8.3
Subtotal	0		0		0		0		0		1,969	100	0	0	0	0	4,825	100	6,794	100	0	0	6,794	37.0
Grand Total	1,788		701		1,108		994		4,591		3,089		194		256		10,219		13,758		11,555		18,349	100%
																								or 28.69 square miles

¹ includes 170 acres of floodway
 Source: Roseville Planning Department, 1983
 *Estimated acreage by Roseville School Districts

TABLE 3

DEVELOPED RESIDENTIAL

	207				208				209				210							
	No. of Vacant		Density		No. of Vacant		Density		No. of Vacant		Density		No. of Vacant		Density					
	Units	Lots	Acres	Density	Units	Lots	Acres	Density	Units	Lots	Acres	Density	Units	Lots	Acres	Density				
Residential																				
0-5 du/ac	1,111	3,280	1,054	3.9	391	1,449	140	4.1	189	1,917	232	11.4	356	1,274	176	4.1	2,047	7,920	1,602	4.7
6-9 du/ac	59	228	62	4.9	29	113	0	3.9	156	681	0	4.4	90	268	0	3.0	334	1,290	62	4.0
10+ du/ac	93	282	0	3.0	61	684	0	11.2	19	178	0	9.4	11	125	0	11.4	184	1,269	0	6.9
Subtotal	1,263	3,790	1,116	3.9	481	2,246	140	5.0	364	2,776	232	8.3	457	1,667	176	4.0	2,565	10,479	1,664	4.7

UNDEVELOPED RESIDENTIAL

	207				208				209				210				Total		
	Potential		Density		Potential		Density		Potential		Density		Potential		Density		Potential		
	Units	Acres	Units	Density	Units	Acres	Units	Density	Units	Acres	Units	Density	Units	Acres	Units	Acres	Units	Acres	Density
0-5 du/ac	993	760	1.3	4.5	50	11	51	4.6	51	11	51	4.6	6,288	1,908	6,288	3.3	7,382	2,690	2.7
6-9 du/ac	26	3	8.7	0	0	0	492	6.4	77	77	492	6.4	882	136	882	6.5	1,400	216	6.5
10+ du/ac	714	73	9.8	10.0	592	59	70	10.0	7	7	70	10.0	1,969	190	1,969	10.4	3,345	329	10.2
Subtotal	1,733	836	2.1	9.2	642	70	613	6.5	95	95	613	6.5	9,139	2,234	9,139	4.1	12,127	3,235	3.7
Grand Total	5,523	2,099	3.2	5.5	2,888	561	3,389	7.9	459	459	3,389	7.9	10,806	2,691	10,806	4.1	22,606	5,800	4.2

1 excludes 170 acres of floodway

Source: Rossville Planning Department

8759d 26188

APPENDIX "B"

SUMMARY OF PARKING STANDARDS

BK 3192 PG 579

PARKING STANDARDS: SOUTHEAST ROSEVILLE SPECIFIC PLAN

Commercial

Adequate off-street parking shall be provided to accommodate all parking needs of the site and eliminate the need for on-street parking. Parking for specific uses shall be as required in the City of Roseville Zoning Ordinance or as determined by the Planning Commission for uses not determined in the Zoning Ordinance.

Business/Professional

Adequate off-street parking shall be provided to accommodate all parking needs of the site and eliminate the need for on-street parking. Internal circulation systems that include private streets may allow on-street parking where such use will not conflict with traffic.

Parking shall be provided on-site for each 250 square feet of net leaseable floor area. A maximum of 30 percent of all vehicle parking spaces may be compact spaces. The parking requirement may be reduced by including Transportation System Management (TSM) measures in the site plan that will reduce the number of vehicle trips to the site.

BK 3192 PG 580

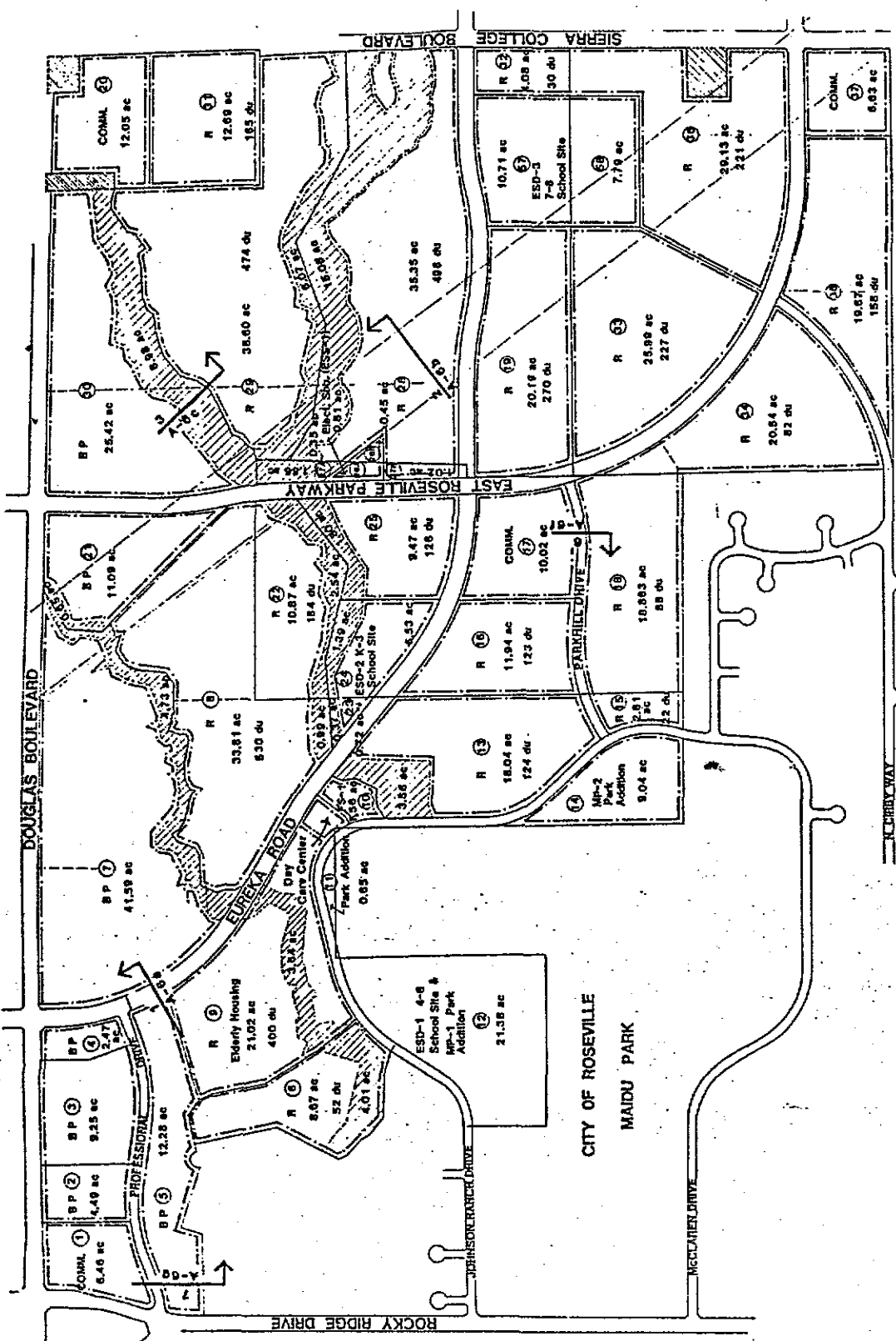


EXHIBIT C

LAND USE PLAN
EXHIBIT "A-1"

LEGEND

ESD: Eureka School District R Residential
 MP: Maidu Park Addition BP Business & Professional
 FS: Fire Station COMM Commercial
 ES: Electrical Substation

Out Parcels
 Open Space Easement
 Section & Perspective
 A-9c Exhibit

Scale: 0 200 400 600 800 1000

North

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE • CALIFORNIA

PREPARED BY: WILLIAMSON ADVISORS AT AEP-PC

BK3192 PG581

EXHIBIT D-1

CONSENT AND WAIVER TO INCREASE ASSESSMENT

SOUTHEAST PLACER SEWER ASSESSMENT DISTRICT NO. A-90

The undersigned is the duly authorized agent for the owners of that certain property located within the boundaries of the Southeast Placer Sewer Assessment District No. A-90, commonly known as Assessor's Parcels 48-170-50, 48-160-22, 468-010-02, 48-160-20, 48-420-02 and 48-420-03.

A special assessment map may be levied upon said property for the purpose of financing the construction of public improvements. The benefit to said property, as set forth in the Development Agreement adopted by the City of Roseville on April 5, 1985.

The undersigned hereby consents to the levy of an increased assessment. Said increased assessment to be based on the current rate of \$800 per equivalent residential unit allowed by the above Development Agreement.

The undersigned waives the right to any further notice and hearing upon the increased assessment before the Board of Supervisors of the County of Placer, provided that the increased assessment upon said property shall be levied only for the purposes stated herein; and further waives the right to contest the levy of said increased assessment in any State or Federal Court, on any ground.

Dated: February 15 1985

SOUTHFORK PARTNERSHIP,
a General Partnership

by COKER-EWING COMPANY,
a General Partnership,
a General Partner

Assessment Numbers 3793A, 3784,
3795, 3785, 3792B, 3792C.

by COKER DEVELOPMENT, INC.,
a California Corporation,
a General Partner

BY: Robert B. Coker
Robert B. Coker, Jr., President

by EWING DEVELOPMENT, INC.,
a California Corporation,
a General Partner

BY: Harry W. Ewing
Harry W. Ewing, President

by HOME CAPITAL CORPORATION,
a California Corporation,
a General Partner

BY: [Signature] PROJ. MGR.
BY: [Signature] V.P.
Title

EXHIBIT D-1

BK 3192 PG 582

CONSENT AND WAIVER TO INCREASE ASSESSMENT

SOUTHEAST PLACER SEWER ASSESSMENT DISTRICT NO. A-90

The undersigned is the duly authorized agent for the owners of that certain property located within the boundaries of the Southeast Placer Sewer Assessment District No. A-90, commonly known as Assessor's Parcels 468-010-06, 468-010-07, and 468-010-08.

A special assessment map may be levied upon said property for the purpose of financing the construction of public improvements. The benefit to said property, as set forth in the Development Agreement adopted by the City of Roseville on April 5, 1985.

The undersigned hereby consents to the levy of an increased assessment. Said increased assessment to be based on the current rate of \$800 per equivalent residential unit allowed by the above Development Agreement.

The undersigned waives the right to any further notice and hearing upon the increased assessment before the Board of Supervisors of the County of Placer, provided that the increased assessment upon said property shall be levied only for the purposes stated herein; and further waives the right to contest the levy of said increased assessment in any State or Federal Court, on any ground.

Dated: February 15 1985

Assessment Numbers 3806, 3807, 3809.

SOUTHFORK PARTNERSHIP,
a General Partnership

by COKER-EWING COMPANY,
a General Partnership,
a General Partner

by COKER DEVELOPMENT, INC.,
a California Corporation,
a General Partner

BY: [Signature]
Robert B. Coker, Jr., President

by EWING DEVELOPMENT, INC.,
a California Corporation,
a General Partner

BY: [Signature]
Harry W. Ewing, President

by HOME CAPITAL CORPORATION,
a California Corporation,
a General Partner

BY: [Signature] PROJ. MGR.

BY: [Signature] J.P.
Title

BK 3192 PG 583

EXHIBIT D-3

CONSENT AND WAIVER TO INCREASE ASSESSMENT

SOUTHEAST PLACER SEWER ASSESSMENT DISTRICT NO. A-90

The undersigned is the duly authorized agent for the owners of that certain property located within the boundaries of the Southeast Placer Sewer Assessment District No. A-90, commonly known as Assessor's Parcels 48-160-10.

A special assessment map may be levied upon said property for the purpose of financing the construction of public improvements. The benefit to said property, as set forth in the Development Agreement adopted by the City of Roseville on April 5, 1985.

The undersigned hereby consents to the levy of an increased assessment. Said increased assessment to be based on the current rate of \$800 per equivalent residential unit allowed by the above Development Agreement.

The undersigned waives the right to any further notice and hearing upon the increased assessment before the Board of Supervisors of the County of Placer, provided that the increased assessment upon said property shall be levied only for the purposes stated herein; and further waives the right to contest the levy of said increased assessment in any State or Federal Court, on any ground.

Dated: February 15 1985

Re: Assessment Number 3791

SOUTHFORK PARTNERSHIP,
a General Partnership

by COKER-EWING COMPANY,
a General Partnership,
a General Partner

by COKER DEVELOPMENT, INC.,
a California Corporation,
a General Partner

BY: [Signature]
Robert B. Coker, Jr., President

by EWING DEVELOPMENT, INC.,
a California Corporation,
a General Partner

BY: [Signature]
Harry W. Ewing, President

by HOME CAPITAL CORPORATION,
a California Corporation,
a General Partner

BY: [Signature] PROJ MGR.
Title:
[Signature] W.P.
Title

EX 3192 PG 584

EXHIBIT D-3

EXHIBIT D-4

CONSENT AND WAIVER TO INCREASE ASSESSMENT

SOUTHEAST PLACER SEWER ASSESSMENT DISTRICT NO. A-90

The undersigned is the duly authorized agent for the owners of that certain property located within the boundaries of the Southeast Placer Sewer Assessment District No. A-90, commonly known as Assessor's Parcels 48-160-14, 48-160-15, 468-010-03 and 468-010-04.

A special assessment map may be levied upon said property for the purpose of financing the construction of public improvements. The benefit to said property, as set forth in the Development Agreement adopted by the City of Roseville on April 5, 1985.

The undersigned hereby consents to the levy of an increased assessment. Said increased assessment to be based on the current rate of \$800 per equivalent residential unit allowed by the above Development Agreement.

The undersigned waives the right to any further notice and hearing upon the increased assessment before the Board of Supervisors of the County of Placer, provided that the increased assessment upon said property shall be levied only for the purposes stated herein; and further waives the right to contest the levy of said increased assessment in any State or Federal Court, on any ground.

Dated: February 15, 1985

Assessment Numbers 3790, 3789, 3796, 3797.

SOUTHFORK PARTNERSHIP,
a General Partnership

by COKER-EWING COMPANY,
a General Partnership,
a General Partner

by COKER DEVELOPMENT, INC.,
a California Corporation,
a General Partner

BY: Robert B. Coker
Robert B. Coker, Jr., President

by EWING DEVELOPMENT, INC.,
a California Corporation,
a General Partner

BY: Harry W. Ewing
Harry W. Ewing, President

by HOME CAPITAL CORPORATION,
a California Corporation,
a General Partner

BY: J. P. [Signature] Pres Mgr
Title
J. P.
Title

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EXHIBIT D-4

52191

OFFICIAL RECORDS
REQUESTED BY
Coker Ewing
Nov 13 10 44 AM '86
GAY TRUMBLY
PLACER CO RECORDER

B.E.	167
S.F.	165
M.	1
N.F.	
A.F.	
PMI	
<i>JB</i>	333

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Stephen Robbins
Coker-Ewing
2150-B Douglas Boulevard
Roseville, CA 94567-3899

52191 333-

EXHIBIT "E"
 AMENDED AND RESTATED DECLARATION
 OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
JOHNSON RANCH

BK 3192 PG 586
PA 30 / 4 PG 261

0092e
080986

EXHIBIT E

21307/037
170786/PDE

01502 01000 01005 01206

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
JOHNSON RANCH

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AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF JOHNSON RANCH

The Declaration of Covenants, Conditions and Restrictions of Johnson Ranch affecting the real property described in Exhibit 1-A attached hereto was made by SOUTHFORK PARTNERSHIP, a California general partnership ("Declarant"), and was recorded on April 24, 1985, in Book 2798, Page 435, of Official Records of Placer County, California. The Declaration of Covenants, Conditions and Restrictions of Birdland affecting the real property described in Exhibit 1-B attached hereto was made by Declarant and was recorded on April 24, 1985, in Book 2798, Page 621, of Official Records of Placer County, California. The Declaration of Covenants, Conditions and Restrictions of Cliff-Land affecting the real property described in Exhibit 1-C attached hereto was made by Declarant and was recorded on April 24, 1985, in Book 2798, Page 559, of Official Records of Placer County, California. The Declaration of Covenants, Conditions and Restrictions of Central Land affecting the real property described in Exhibit 1-D attached hereto was made by Declarant and was recorded on April 24, 1985, in Book 2798, Page 497, of Official Records of Placer County, California. The Declaration of Covenants, Conditions and Restrictions of Hogland affecting the real property described in Exhibit 1-E attached hereto was made by R. C. Duncan and was recorded on May 9, 1986, in Book 2790, Page 243, of Official Records of Placer County, California. The five (5) recorded Declarations of Covenants, Conditions and Restrictions shall hereinafter be referred to as

the "Recorded Declarations." Declarant owns more than seventy-five percent (75%) of the property described in each of Exhibits 1-A through 1-E. Declarant desires to amend the Recorded Declarations to add additional areas to the landscaped areas described herein, to substitute a new map of the property including additional streets as shown on Exhibits 3 and 4 attached hereto, to clarify the provisions of the Recorded Declarations and to restate, replace and supersede the Recorded Declarations as a single document. Accordingly, pursuant to Section 11.02 of each of the Recorded Declarations, Declarant hereby adopts this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Johnson Ranch which shall hereinafter be referred to as the "Declaration."

ARTICLE 1. DECLARATION.

1.01. Property. Declarant is the owner of certain real property (the "Property") located in the City of Roseville, County of Placer, described in Exhibits 1-A through 1-E attached hereto and incorporated herein by reference.

1.02. Anticipated Development. Declarant is about to develop, sell, lease, or otherwise convey the Property, or portions thereof, to various individuals, associations and corporations for purposes compatible with the Southeast Roseville Specific Plan ("Specific Plan") and the Development Agreement by and between Southfork Partnership and the City of Roseville relative to the Development known as the Southfork Property ("Development Agreement").

1.03. Use and Development of Property. Declarant desires to insure proper and appropriate use and harmonious, high quality development on the Property and shall subject the Property to these covenants, conditions and restrictions which shall also apply to all future Owners and Occupants thereof.

1.04. Intent of Declarant. Declarant intends that the design and development of the Property shall be consistent with the aims and ideals set forth herein and in the Specific Plan and

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Development Agreement (as such documents may be amended or modified from time to time). The purpose of this Declaration is to provide a means for maintaining the landscaping and appearance of the Property. Declarant assumes that the Owners and Occupants of portions of the Property will be motivated to develop and preserve the high quality of the Property through mutual cooperation and by enforcing not only the letter but the spirit of this Declaration.

1.05. Other Regulation of the Property. This Declaration is designed to complement local government, Federal and State regulations and where conflicts occur between regulators, the most stringent requirements shall prevail.

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ARTICLE 2. GENERAL PROVISIONS.

2.01. Establishment of Restrictions. Declarant hereby covenants and declares that the Property, and every part thereof or interest therein, shall be held, transferred, sold, leased, conveyed and occupied subject to the following covenants, conditions, restrictions and easements, which are for, and shall inure to the benefit of and pass with each and every portion of or interest in the Property and shall apply to every Owner and Occupant thereof, and their successors and assigns. These covenants, conditions, restrictions and easements shall run with the Property, and every part thereof or interest therein, and shall be binding on all persons or entities having or acquiring any right, title or interest in the Property, or any part thereof, and shall benefit each Owner of the Property, or any part thereof or interest therein, and such covenants, conditions, restrictions and easements are hereby imposed upon the Property and every part thereof or interest therein as a servitude in favor of each and every portion thereof as the dominant tenement or tenements.

2.02. Purpose of Restrictions. The purpose of these covenants, conditions, restrictions and easements, among other things, is to insure proper development, use and maintenance of the Property, to protect each Owner of any portion of the Property against improper development and use of other portions of the Property which will depreciate the value of such Owner's portion, and in general to provide adequately for a high type and quality of landscaping of the Property in accordance with the Specific Plan and the Development Agreement, as the same may be modified or amended from time to time.

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ARTICLE 3. DEFINITIONS.

3.01. Corridor and Open Space/Floodway Landscaping.

"Corridor and Open Space/Floodway Landscaping" shall mean the landscaping which Declarant has undertaken to install and maintain along portions of the south side of Douglas Boulevard, both sides of Eureka Boulevard, both sides of the East Roseville Parkway, both sides of Cirby Way, both sides of Parkhill Drive, the north and east sides of Johnson Ranch Drive, the east side of McClaren Drive, both sides of Professional Drive, the North Bunkhouse Way Setback and Slope Area, the east side of Rocky Ridge Drive, the west side of Sierra College Boulevard and within the Open Space/Floodways as shown on Exhibit 4 attached hereto and incorporated herein by reference.

3.02. Declarant. "Declarant" shall mean Southfork Partnership, a California General partnership.

3.03. Development Agreements. "Development Agreements" shall mean the following development agreements, as they presently read and as they may be modified or amended from time to time:

A. Development Agreement by and between the City of Roseville and Southfork Partnership relative to the Development known as Johnson Ranch, affecting the real property described in Exhibit 1-A attached hereto, adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1847, and recorded on April 9, 1985, in Book 2792, Page 1, of the Official Records of the County of Placer, as such Agreement was amended on July 24, 1985, by an amendment recorded on August 23, 1985, in Book 2854, Page 458, of the Official Records of the County of Placer and as such Agreement was further amended on February 7, 1986, by an amendment recorded on February 14, 1986, in Book 2930, Page 142, of the Official Records of the County of Placer;

B. Development Agreement by and between the City of Roseville and Southfork Partnership relative to the Development known as Birdland, affecting the real property described in Exhibit 1-B attached hereto, adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1850, and recorded on April 9, 1985, in Book 2791, Page 277, of the Official Records of the County of Placer;

C. Development Agreement by and between the City of Roseville and Southfork Partnership relative to the Development known as Cliff-Land, affecting the real property described in Exhibit 1-C attached hereto, adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1849, and recorded on April 9, 1985, in Book 2791, Page 51, of the Official Records of the County of Placer;

D. Development Agreement by and between the City of Roseville and Southfork Partnership relative to the Development known as Central Land, affecting the real property described in Exhibit 1-D attached hereto, adopted by the City of Roseville on March 6, 1985, by Ordinance No. 1848, and recorded on April 9, 1985, in Book 2791, Page 507, of the Official Records of the County of Placer; and

E. Development Agreement by and between the City of Roseville and R. C. Duncan relative to the Development known as Hogland, affecting the real property described in Exhibit 1-E attached hereto, adopted by the City of Roseville on April 9, 1986, by Ordinance No. 1959, and recorded on May 9, 1986, in Book 2970, Page 118, of the Official Records of the County of Placer.

3.04. Douglas Boulevard Corridor. "Douglas Boulevard Corridor" shall mean the 50-foot setback on the southern side of Douglas Boulevard, containing 6.5 acres, more or less, described in Exhibit 4-A.

3.05. Douglas Corridor Zone Landscape Maintenance Committee. "Douglas Corridor Zone Landscape Maintenance Committee"

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or "Douglas Committee" shall mean the three (3)-member committee appointed for the Douglas Corridor zone, as set forth in Exhibits 3-A and 3-B and as described in Section 9.02. The Douglas Committee members shall be appointed by the Declarant so long as it owns 50% or more of the Property within the zone; thereafter, the three members shall be elected by the Declarant and/or the other Owners of the parcel or parcels located within the Douglas Corridor Zone. Notwithstanding the above, after an Owner's Association has been established for the Douglas Corridor Zone pursuant to Section 11.05, the board of directors of such Owner's Association shall appoint the Committee members for such zone. If the members are elected, Declarant and each Owner of a parcel or parcels within a zone shall have one vote or fraction of a vote for each 100 linear feet of total frontage as such frontage is defined in Section 9.02A(2) or equivalent fraction of 100 linear feet for all parcels owned within the zone. For example, if an Owner owns parcels with 220 linear feet of frontage, then such Owner shall have 2.2 votes. Cumulative voting shall not be allowed. Declarant or Owners may cast votes equal to the number of Committee members to be elected, multiplied by the number of votes to which the Declarant or Owner is entitled. The candidates receiving the highest number of votes shall be elected as Committee members, up to the number of vacancies on the Committee. Members of the Douglas Committee shall serve at the pleasure of the Declarant, or, if elected, at the pleasure of those entitled to vote, and may be replaced by the Declarant (or, if elected, by majority vote of those entitled to vote) at any time. The Douglas Committee shall perform those functions set forth in this Declaration and in the Specific Plan. The vote of two members shall constitute the action of the Douglas Committee. Notwithstanding the foregoing provisions regarding the appointment and election of Committee members, if the Douglas Corridor Zone includes a subdivision subject to management documents to be approved by the Department of Real Estate of the

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State of California ("DRE"), the Declarant and other Owners shall appoint and/or elect the members of the Douglas Committee pursuant to such procedures and restrictions as may be required by the DRE. Any change in appointment or election procedures as may be required by the DRE shall be set forth by written resolution of the Douglas Committee then existing, without amendment of this Declaration.

3.06. East Roseville Parkway Corridor. "East Roseville Parkway Corridor" shall mean the 50-foot setback on both sides of East Roseville Parkway, containing 13.25 acres, more or less, described in Exhibit 4-C.

3.07. Eureka Road Corridor. "Eureka Road Corridor" shall mean the 35-foot setback on both sides of Eureka Road, containing 11.73 acres, more or less, described in Exhibit 4-B.

3.08. Improvements. "Improvements" shall mean and include structures and construction of any kind within that portion of the property specified in Sections 3.04, 3.06, 3.07, 3.11, 3.12, 3.14, 3.17, 3.18, 3.20, 3.22, 3.24 and 3.27, whether above or below the land surface, including, but not limited to, roadways, bike paths, water lines, sewers, electrical and gas distribution facilities, parking facilities, walkways, fences, hedges, mass plantings, poles, signs and any other structure of any type or kind.

3.09. Landscape Maintenance Committee. "Landscape Maintenance Committee" or "Committee" shall mean each of two (2) three (3)-member committees. Each such Committee shall be appointed for a zone, as set forth in Exhibits 3-A and 3-B and as described in Section 9.02. The Committees are further defined in this Article as "Douglas Corridor Zone Landscape Maintenance Committee" and "Southeastern Zone Landscape Maintenance Committee."

3.10. Landscaped Areas. "Landscaped Areas" shall mean the Scenic Corridors and the Open Space/Floodway.

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3.11. North Bunkhouse Way Setback and Slope Area.

"North Bunkhouse Way Setback and Slope Area" shall mean the setback area surrounding a portion of the cul-de-sac at the northerly end of Bunkhouse Way and the slope area extending westerly for 190 feet, more or less, from such cul-de-sac, containing .15 acres, more or less, as shown on Exhibit 4-K hereto.

3.12. North Cirby Way Corridor. "North Cirby Way Corridor" shall mean the 25-foot setback on both sides of North Cirby Way, containing 1.43 acres, more or less, and further described in Exhibit 4-E.

3.13. Occupant. "Occupant" shall mean those persons entitled by ownership, leasehold interest or other legal relationship to the right to occupy any portion of the Property or the Improvements.

3.14. Open Space/Floodway. "Open Space/Floodway" shall mean the 51 acres, more or less, described in Exhibit 4-D.

3.15. Owner. "Owner" shall mean the person or entity who is the record owner of a Parcel, including buyers under a contract of sale. Where applicable, an Owner shall also mean a Homeowner's Association. In the event that the ownership of any Improvements on any portion of the Property shall ever be severed from the land whether by lease or by deed, only the Owner of an interest in the land shall be deemed an Owner hereunder. An Owner need not necessarily be an Occupant.

3.16. Parcel. "Parcel" shall mean a portion of the Property which is a separate legal parcel.

3.17. Park Loop Road Corridor. "Park Loop Road Corridor" shall mean the 25-foot setback on the north and east sides of Johnson Ranch Drive and McClaren Drive, containing 2.18 acres, more or less, and further described in Exhibit 4-H.

3.18. Parkhill Drive Corridor. "Parkhill Drive Corridor" shall mean the 25-foot setback on both sides of Parkhill

Drive, containing 1.77 acres, more or less, and further described in Exhibit 4-F.

3.19. Permitted Uses. "Permitted Uses" shall mean the uses permitted in Section 2A of the Development Agreements.

3.20. Professional Drive Corridor. "Professional Drive Corridor" shall mean the 25-foot setback on both sides of Professional Drive, containing 4.50 acres, more or less, and the 35-foot setback on the east side of Rocky Ridge Drive, containing 0.68 acres, more or less, and further described in Exhibit 4-I.

3.21. Property. "Property" shall mean the real property described in Section 1.01 hereof.

3.22. Scenic Corridors. "Scenic Corridors" shall mean the setback areas and medians defined in Sections 3.04, 3.06, 3.07, 3.11, 3.12, 3.17, 3.18, 3.20, 3.24 and 3.27 (the "defined corridors") and similar setback areas and medians along any other publicly dedicated streets as required by the City of Roseville (the "additional corridors"), but not to exceed ten (10) acres above and beyond the total acreage of the defined corridors. If a street within a defined corridor is not dedicated for public use, then the corresponding Section or Sections of this Declaration referring to such street shall be deemed excluded from this definition and from Section 9.05 and the acreage allocated to such excluded defined corridor shall be added to the acreage available for the additional corridors.

3.23. Schematic Plan. "Schematic Plan" shall mean the schematic plan attached as Exhibit C to the Development Agreements.

3.24. Sierra College Boulevard Corridor. "Sierra College Boulevard Corridor" shall mean the 50-foot setback on the west side of Sierra College Boulevard, containing 3.96 acres, more or less, and further described in Exhibit 4-J.

3.25. Southeast Roseville Specific Plan. "Southeast Roseville Specific Plan" shall mean the Specific Plan dated

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February 20, 1985, and which is Exhibit B to the Development Agreements, as such Specific Plan presently reads.

3.26. Southeastern Zone Landscape Maintenance Committee.

"Southeastern Zone Landscape Maintenance Committee" or "Southeastern Committee" shall mean the three (3)-member committees appointed for the Southeastern Zone, as set forth in Exhibits 3-A and 3-B and as described in Section 9.02. The Southeastern Committee members shall be appointed by the Declarant so long as it owns fifty percent (50%) or more of the Property within the zone; thereafter, the three members shall be elected by the Declarant and/or the other Owners of the parcel or parcels located within each zone and/or the Homeowner's Associations in each zone. Notwithstanding the above, after a Master Owners Association has been established for the Southeastern Zone pursuant to Section 11.05, the board of directors of such Master Owners Association shall appoint the Committee members for such zone. If the members are elected, Declarant and each Owner of a parcel or parcels and each Homeowner's Association within a zone shall have one vote or fraction of a vote for each acre or equivalent fraction of an acre owned within the zone. Cumulative voting shall not be allowed. Declarant, Owners or Homeowner's Associations may cast votes equal to the number of Committee members to be elected, multiplied by the number of votes to which the Declarant or Owner is entitled. The candidates receiving the highest number of votes shall be elected as Committee members, up to the number of vacancies on the Committee. Members of the Southeastern Committee shall serve at the pleasure of the Declarant, or, if elected, at the pleasure of those entitled to vote, and may be replaced by the Declarant (or, if elected, by majority vote of those entitled to vote) at any time. The Southeastern Committee shall perform those functions set forth in this Declaration and in the Specific Plan. The vote of two members shall constitute the action of the Southeastern Committee. Notwithstanding the foregoing provisions regarding the appointment and election of Committee members, if

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the Southeastern Zone includes a subdivision subject to management documents to be approved by the Department of Real Estate of the State of California ("DRE"), the Declarant, other Owners and Homeowner's Associations shall appoint and/or elect the members of the Southeastern Committee pursuant to such procedures and restrictions as may be required by the DRE. Any change in appointment or election procedures as may be required by the DRE shall be set forth by written resolution of the Southeastern Committee then existing, without amendment of this Declaration.

3.27. Wringer Drive Corridor. "Wringer Drive Corridor" shall mean the 25-foot setback on both sides of Wringer Drive, containing 2.00 acres, more or less, and further described in Exhibit 4-G.

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ARTICLE 4. TRANSFERS.

4.01. Transfer of Parcels. From time to time, Declarant may convey Parcels to various Owners for development in accordance with (a) the provisions of this Declaration, and (b) the Development Agreements. The Parcels may be used and improved for any purpose permitted herein and in the Development Agreements.

4.02. Grant of Easements. So long as Declarant owns any portion of or interest in the Property, Declarant shall have the right to establish, create and grant to others nonexclusive easements over such portions of the Property and at such location or locations as Declarant shall deem advisable, for the construction, installation, maintenance, removal, replacement, operation and use of utilities, including without limitation sewers, water and gas pipes and systems, drainage lines and systems, electric power and conduit lines and wiring, telephone conduits, lines and wires, and other utilities, public or private, which shall be beneath the ground surface (except vaults, vents, access structures and other facilities required to be above ground surface by good engineering practice), including the right to dedicate, grant or otherwise convey easements or rights-of-way to any public utility or governmental entity for such purposes. In the performance of any work in connection with such utilities, Declarant shall make adequate provision for the safety and convenience of all persons using the surface of the area where such utilities are installed and shall restore such areas as nearly as possible to the condition in which they were prior to the performance of such work. Declarant shall have no right to grant or create easements across those portions of the Property conveyed as Parcels, but nothing herein shall be deemed to limit Declarant's right to reserve easements across such Parcels at the time of conveyance.

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ARTICLE 5. RIGHTS AND OBLIGATIONS UNDER THE DEVELOPMENT AGREEMENTS.

Each Owner (and its heirs, successors, and assigns) shall assume all of Declarant's rights and obligations under the Development Agreements as to its respective Parcel, as provided for in Section 3.B of the Development Agreements, including but not limited to its proportionate share of all landscape maintenance obligations imposed upon the Property by Section 3.B of the Development Agreements and by this Declaration. Each Owner's landscape maintenance obligations shall require contributions to the Landscape Maintenance Committee for the zone in which the property is located, which shall be payable by each Owner in the amounts and at the times more particularly provided in Article 9 of this Declaration. Declarant reserves the right to design and install portions (or all) of the Corridor and Open Space/Floodway Landscaping prior to the times required by Section 3.B of the Development Agreements.

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ARTICLE 6. PERMITTED USES, IMPROVEMENTS AND RESTRICTIONS.

6.01. Scenic Corridors. Use and development of the Scenic Corridors is restricted to sole and perpetual use as a scenic landscaped corridor for the benefit of the public traveling within the Scenic Corridors or on the adjacent streets in accordance with the provisions and restrictions contained in the Development Agreements attached hereto as Exhibit 2. While Declarant intends to convey, in fee, portions of the Scenic Corridors to Owners of contiguous Parcels, no Owner of any Parcel containing a portion of the Scenic Corridors may restrict or in any way interfere with the use of the Scenic Corridors by any other Owner or Occupant of the Property for those purposes permitted in this Declaration.

6.02. Other Improvements and Uses. Improvements and uses of the Landscaped Areas shall be limited to those specifically authorized in the Development Agreements and Development Guidelines, except as permitted in Section 6.01 and this Section 6.02. Improvements and uses which are neither specifically prohibited nor specifically authorized in the Development Agreements and Development Guidelines may be permitted in specific cases by the Landscape Maintenance Committee for that zone, provided the Owner or Occupant thereafter obtains all necessary permits and approvals from the City of Roseville as provided in the Specific Plan and in the Development Agreements. Approval or disapproval of such use and Improvements by the Landscape Maintenance Committee may be based in part upon the effect of such use or Improvement on other portions of the Property or upon the Owners or Occupants thereof. If the Landscape Maintenance Committee approves such use or Improvement in principle, then thereafter, plans and specifications for such use or Improvement shall be submitted to the Landscape Maintenance Committee for approval in the manner set forth in Article 7 hereof and thereafter to the City of Roseville.

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ARTICLE 7. APPROVAL OF PLANS FOR LANDSCAPED AREAS.

7.01. Submission Requirements. No Improvements shall be erected, placed, altered, maintained or permitted to remain on the Landscaped Areas unless plans and specifications (signed by the Owner, the proposed Occupant of the Parcel, or his authorized representative) and all necessary supplemental material including, but not limited to detailed information regarding proposed uses, has been submitted to and approved in writing by the Landscape Maintenance Committee for that zone. The foregoing items shall be submitted in writing in duplicate and over the authorized signature of the Owner or Occupant of the portion of the Property to be improved or such Owner or Occupant's authorized agent. Owner or Occupant shall submit the following to the Landscape Maintenance Committee for Review:

- A. Detailed information regarding proposed uses.
- B. Site plan showing proposed driveways, open spaces, pathways, terraces, property lines, subdivision lines, setback lines, parking and storage areas, existing and proposed grades and existing trees and new landscaping.
- C. Preliminary plans and elevations for any new structure showing major dimensions, setbacks, and materials, whether or not the structure is entirely located on the Landscaped Areas.

Following notification of completion and acceptance of Improvements or installation of landscaping, the Landscape Maintenance Committee shall inspect the completed Improvement to verify compliance with prior approvals.

7.02. Landscape Design Guidelines. A schematic landscape plan for landscaping all landscape setback or Landscaped Areas on the Property ("Landscape Design Guidelines"), is attached hereto as Exhibit 5. A schematic plan for landscaping the Scenic Corridors ("Corridor Landscape Plan") shall be prepared by Declarant and approved by the City of Roseville. The species, size, and spacing of trees and other planting materials

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shall conform to the Landscape Design Guidelines, and to the approved planting lists contained therein. Landscape setback requirements shall be those set forth in the Southeast Roseville Specific Plan and all landscaping shall comply with the the Southeast Roseville Specific Plan as well as the requirements contained in the Landscape Design Guidelines and the Corridor and Open Space/Floodway Landscape Plan.

7.03. Basis for Approval. In approving plans and specifications, the Landscape Maintenance Committee shall adhere to the objectives set forth in the Southeast Roseville Specific Plan.

7.04. Result of Inaction. If the Landscape Maintenance Committee fails either to approve or disapprove the plans and specifications including all proposed uses, within thirty (30) days following receipt of all information required to be submitted pursuant to Section 7.01, it shall be conclusively presumed that the Landscape Maintenance Committee has approved the submitted plans and specifications; provided, however, that if within such thirty (30)-day period, the Landscape Maintenance Committee gives written notice that an additional time period, not to exceed fifteen (15) days, is required for review of the plans, there shall be no presumption of approval until the expiration of the additional time period set forth in such notice.

7.05. Implementation. Upon receipt of written approval from the Landscape Maintenance Committee, the Owner or Occupant to whom such approval is given shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved plans. In all cases, work shall be completed within one year from the date of such approval. If there is a failure to comply with this requirement, then the approval given pursuant to this Section 7.05 shall be deemed revoked unless the Landscape Maintenance Committee, upon request made prior to the expiration of such one year period, extends the time for completing the plans. Timely completion

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shall be excused if it is rendered impossible or would result in great hardship due to strikes, fire, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or Occupant or their respective agents proposing such development. Failure to comply with the provisions of this Section shall constitute a breach of this Declaration and shall subject the defaulting party or parties to all enforcement procedures set forth in this Declaration and any other remedies provided by law or in equity.

7.06. Liability. Neither Declarant, nor the Landscape Maintenance Committee or any member thereof, shall be liable for any damages, loss or prejudice suffered or claimed by anyone on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development of any part of the Property. Every person who submits plans to the Landscape Maintenance Committee for approval agrees, by submission of such plans, and every Owner of any of said Property agrees, by acquiring title thereto, that he will not bring any action or suit against Declarant or the Landscape Maintenance Committee to recover any such damages.

7.07. Presumption of Compliance. Notwithstanding anything to the contrary contained herein, one year following issuance of a final occupancy permit by the City of Roseville for any Improvement, such Improvement shall, in favor of purchasers and encumbrancers in good faith and for value, be conclusively presumed to be in compliance with the provisions of this Article 7, unless actual notice of noncompliance or noncompletion executed by Declarant or the Landscape Maintenance Committee shall appear of record in the office of the County Recorder of Placer County, California, or unless legal proceedings shall have been instituted to enforce compliance or completion.

7.08. Approval of Plans by City of Roseville. After the provisions of this Article 7 regarding Landscape Maintenance Committee approval of plans and specifications have been satisfied and written approval given as herein provided, the Owner or Occupant shall then submit plans and specifications to the City of Roseville in accordance with the Ordinances of the City of Roseville, the Southeast Roseville Specific Plan, and the Development Agreements. Landscape Maintenance Committee approval shall in no way be understood as a representation that the City of Roseville will approve such plans and specifications or the proposed uses, but merely that the plans and specifications are consistent with the intent and purpose of the Declaration. To the extent there is a conflict between the requirements of the Declaration and those of the City of Roseville, the most restrictive requirement shall apply. It is understood, however, that the term of the Development Agreements shall expire prior to the term of this Declaration and that following termination of the Development Agreements certain of the requirements contained therein may no longer bind the Property.

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ARTICLE 8. DEVELOPMENT AND MAINTENANCE RESPONSIBILITIES.

8.01. Installation of Landscaping. Pursuant to Section 3.B of the Development Agreements, Declarant shall install or cause to be installed certain Improvements along the Scenic Corridors and in the Open Space/Floodways in accordance with the Corridor and Open Space/Floodways Landscape Plan to be prepared by Declarant and approved by the City of Roseville. In addition, Declarant shall install or cause to be installed the Perimeter Landscaping and certain Improvements along the North Cirby Way Corridor, the Parkhill Drive Corridor, the Park Loop Road Corridor, the Professional Drive Corridor and the Sierra College Boulevard Corridor in accordance with the Landscape Design Standards attached hereto as Exhibit 5.

8.02. Landscape Maintenance Committee's Responsibility. The Landscape Maintenance Committee shall maintain and repair the Corridor and Open Space/Floodway Landscaping in accordance with the provisions set forth in Section 3.B of the Development Agreements. By acceptance of a deed to any Parcel of the Property, each Owner covenants and agrees that the Landscape Maintenance Committee and their agents, employees, successors and assigns shall have the right to enter upon such Owner's Parcel for the purpose of fulfilling the maintenance and repair responsibilities set forth in this Section 8.02. Such maintenance and repair shall include, without limitation:

A. Maintenance of any walkways and bikeways and other Improvements within the Scenic Corridors and the Open Space/Floodway Landscaping in a clean and safe condition, including the repairing of Improvements in such areas when necessary; the removal of debris and waste materials and the washing or sweeping of paved areas as required; the painting or repainting of any signs as required;

B. Cleaning, maintenance and relamping of any external lighting fixtures except such fixtures as may be the property of any utility or governmental body;

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C. Performance of necessary maintenance of all Corridor and Open Space/Floodway Landscaping, including the trimming, watering and fertilization of all grass, ground cover, shrubs and trees, removal of dead or waste material and replacement of any dead or diseased grass, ground cover, shrubs or trees.

D. The removal of all trash and rubbish from any portion of the Scenic Corridors and the Open Space/Floodways.

E. Maintenance of general public liability insurance for the benefit of Declarant and all Owners and Occupants against claims for bodily injury, death or property damage occurring on, in or about the Scenic Corridors and the Open Space/Floodways, such insurance to afford protection of not less than \$100,000 with respect to bodily injury or death to any one person, not less than \$300,000 with respect to any one accident, and not less than \$100,000 with respect to property damage. Said insurance shall name the City of Roseville as an additional insured and shall provide for thirty (30) days' written notice to the City of Roseville prior to cancellation or expiration.

F. To the extent that performance of the maintenance duties specified above requires entry onto property owned or controlled by the City of Roseville, including, without limitation, streets, rights of way and easements, such entry shall be pursuant to the terms of the encroachment permit granted by the City of Roseville, pursuant to Section 3.B.4 of the Development Agreements.

8.03. Sprinkler and Lighting Systems. Declarant shall install or cause to be installed on each parcel with the Scenic Corridor and Open Space/Floodway areas sprinkling and lighting systems to serve the Scenic Corridor and Open Space/Floodway areas. The design, location and installation of such systems shall be subject to the approval and shall be supervised by the Landscape Maintenance Committee for the zone in which the

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affected parcel is located. Such separate sprinkling and lighting systems shall thereafter be under the control of and operated by the Landscape Maintenance Committee and the costs of operation, except as set forth in Section 8.05 hereof, shall be the responsibility of the Committee.

8.04. Owner's Maintenance Responsibility. With the exception of the Scenic Corridors and the Open Space/Floodways, each Parcel Owner shall be responsible for the maintenance of its Parcel and all improvements constructed thereon, including but not limited to the maintenance or repair of any utility lines which service said Owner's Parcel or improvements and the maintenance of all landscaping on such Parcel. Such maintenance and repair shall include, without limitation:

A. Maintenance of any walkways and bikeways and other improvements on the Parcel in a clean and safe condition, including the repairing and replacement of improvements in such areas when necessary with the type of material originally installed therein or such substitute therefor as shall in all respects be equal thereto in quality, appearance and durability; the removal of debris and waste materials and the washing or sweeping of paved areas as required; the painting or repainting of any signs as required;

B. Cleaning, maintenance and relamping of any external lighting fixtures except such fixtures as may be the property of any utility or governmental body;

C. The removal of all trash and rubbish from any portion of the Parcel.

8.05. Owner's Replacement Responsibility. In the event that any Improvements within the Scenic Corridor and Open Space/Floodway Landscaping areas on any Owner's Parcel, including, but not limited to, sprinklers, lighting systems, walkways and bikeways, cannot be repaired and require replacement, as determined by the Landscape Maintenance Committee for the zone in which the Parcel is located, such Parcel Owner, on the written demand of

the Committee or the City of Roseville, shall replace such Improvements. Such replacement shall be with the type of material originally installed or such substitute therefor as shall in all respects be equal thereto in quality, appearance and durability. If, within thirty (30) days of receiving the written demand of the Committee or the City of Roseville to make such replacement of Improvements, the Owner has not completed such replacement or begun such replacement if the replacement would reasonably take longer than thirty (30) days, the Committee may undertake the required replacement of Improvements and charge the Parcel Owner for all costs of such replacement.

8.06. Right to Enter and Maintain. If, in the opinion of the Landscape Maintenance Committee, the landscaping of any Parcel is not being maintained in an attractive condition, the Landscape Maintenance Committee may, at its sole discretion, perform the necessary maintenance and charge the Owner or Occupant the cost of such maintenance plus fifteen percent (15%). The right to enter arising out of this Section shall be exercised not earlier than fifteen (15) days subsequent to the delivery of written notice to Owner of an intention to exercise such right.

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ARTICLE 9. ALLOCATION OF LANDSCAPING AND MAINTENANCE COSTS AND PROPERTY TAXES.

9.01. Principle of Allocation. It is the intention of this Declaration and of the Development Agreements that each Owner of an interest in the Property shall (a) pay its proportionate share of the cost of the maintenance of the Corridor and Open Space/Floodway Landscaping as more particularly provided in this Article 9 and in Section 3.B of the Development Agreements, and (b) be responsible for the property taxes attributable to its interest in the Property.

9.02. Description of Zones and Allocation of the Cost of Maintenance of the Corridor and Open Space/Floodway. Each Owner within a zone shall be allocated a share of the cost of maintaining the Corridor and Open Space/Floodway Landscaping located within such zone. The allocated share obligation of each Owner under this Article shall be a fraction calculated as follows:

A. The Douglas Corridor Zone:

(1) Participating Owners shall be owners of all parcels which are (a) for Business and Professional or Commercial use; and (b) adjacent to and on the south side of Douglas Boulevard, exclusive of Parcel 20 as shown on Exhibit 3, or adjacent to and on either side of Professional Drive; and (c) which are included within the Southeast Roseville Specific Plan Area or which by their execution of this covenant include themselves within the Zone.

(2) The numerator of a Douglas Corridor fraction shall be the total frontage of such parcel, in linear feet, along the South side of Douglas Boulevard, and/or along either side of Eureka Road north and west of Cirby Creek (excepting that portion on the west side of Eureka Road which is encompassed within Parcel 9 as shown on Exhibit 3-B hereto) and/or along either side of the East Roseville Parkway north of the most northerly point at which the PG&E

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power lines and easement traverse the East Roseville Parkway, and/or along either side of Professional Drive and/or along either side of any additional corridors as defined in Section 3.22 which are within the Douglas Corridor Zone.

(3) The denominator of a Douglas Corridor fraction shall be the combined total frontages of all parcels in the Southeast Roseville Specific Plan Area in linear feet, of those parcels along the south side of Douglas Boulevard, exclusive of Parcel 20 as shown on Exhibit 3, along both sides of Professional Drive, along both sides of that portion of Eureka Road which is north and west of Cirby Creek (excepting that portion on the west side of Eureka Road which is encompassed in Parcel 9 as shown in Exhibit 3-B hereto), and along both sides of that portion of the East Roseville Parkway which is north of the most northerly point at which the PG&E power lines and easement traverse the East Roseville Parkway and along both sides of any additional corridors as defined in Section 3.22 which are within the Douglas Corridor Zone.

(4) The Douglas Corridor Zone and frontages set forth above are as illustrated in Exhibit 3-A, attached hereto and incorporated by reference.

B. The Southeastern Zone:

(1) Participating Owners shall include all owners of (a) parcels, irrespective of land use, which are within the area bounded on the north by either (i) Cirby Creek, (ii) the PG&E Power Lines/Easement west of the East Roseville Parkway, or (iii) by that fork of Strap Ravine which is east of the East Roseville Parkway and most proximate to Douglas Boulevard, and bounded on the east, west and south by the boundaries of the Southeast Roseville Specific Plan Area, exclusive of Parcel 31 as shown on Exhibit 3; and (b) Parcel 9 as shown on Exhibit 3-B hereto; provided that

no such parcel shall be included if (a) it is within the Douglas Corridor Zone, or (b) it is owned by an agency of the City of Roseville or the Eureka School District.

(2) The numerator of a Southeastern Zone fraction shall be the total acreage of each parcel held by a Participating Owner.

(3) The denominator of a Southeastern Zone shall be the total acreage of all parcels owned by Participating Owners, as set forth in 9.02B(1) above.

(4) The Southeastern Zone and the parcels therein as set forth above are as illustrated in Exhibit 3-B, attached hereto and incorporated by reference.

9.03. Allocation of the Cost of Maintenance of Landscaping and Improvements.

Section 3.B of the Development Agreements contemplates that the installation of Corridor and Open Space/Floodway Landscaping shall be financed by Owner. As more particularly provided in Article 5 hereof, by accepting title to a Parcel or an interest in the Property, each Owner agrees to pay its proportionate share, consistent with the methodology set forth in Section 9.02 hereof, of all contributions for maintenance required pursuant to Section 3.B of the Development Agreements.

9.04. Allocation of Property Taxes. Each Owner shall pay all real property taxes assessed against such Owner's Parcel including, if applicable, any real property taxes assessed against any portion of the Scenic Corridors and Open Space/Floodways contained within such Parcel.

9.05. Allocation by Zones. The maintenance of the Corridor and Open Space/Floodway Landscaping within each zone shall be the financial responsibility of Owners of parcels within such zone. The Landscape Maintenance Committee of each zone shall have no power or authority to allocate costs arising from one Zone to another. Each Zone shall have responsibility for maintenance as follows:

A. The Douglas Corridor Zone

(1) The cost of maintenance of the landscaping of the 50-foot setback on the Southern Side of Douglas Boulevard as set forth in the Southeast Roseville Specific Plan, exclusive of the portion of the setback on Parcel 20 as shown on Exhibit 3; and

(2) The cost of maintenance of the landscaping of the Open Space/Floodway encompassing that portion of Cirby Creek which is between Eureka Road and Douglas Boulevard; and

(3) The cost of maintenance of the landscaping of the Open Space/Floodway encompassing the north fork of Strap Ravine (the fork most proximate to Douglas Boulevard) and which is east of the East Roseville Parkway;

(4) The cost of maintenance of the landscaping of the median and the setbacks on the eastern side of Eureka Road north of the south edge of Cirby Creek and south of Douglas Boulevard and the setbacks on the western side of Eureka Road north of the south edge of Cirby Creek which are encompassed within parcels zoned for business or commercial uses; and

(5) The cost of maintenance of the landscaping of the median and the setbacks on both sides of that portion of the East Roseville Parkway which is south of Douglas Boulevard and which is north of Strap Ravine;

(6) The cost of maintenance of the landscaping of the 25-foot setbacks on both sides of Professional Drive.

(7) The cost of maintenance of the landscaping of the North Bunkhouse Way Setback and Slope Area.

(8) The cost of maintenance of the landscaping of any additional corridors, as defined in Section 3.22, which may be located within the Douglas Corridor Zone.

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B. The Southeastern Zone:

(1) The cost of maintenance of the landscaping of (a) the median and setbacks on both sides of that portion of Eureka Road which is south of Cirby Creek and which is west of Sierra College Boulevard, and (b) the setbacks on the western side of Eureka Road which are encompassed within Parcel 9 as shown on Exhibit 3-B hereto;

(2) The cost of maintenance of the landscaping of the median and setbacks on both sides of that portion of the East Roseville Parkway which is south of Cirby Creek and which is west of Sierra College Boulevard;

(3) The cost of maintenance of the landscaping of the Open Space/Floodway encompassing that portion of Strap Ravine which is between the East Roseville Parkway and Maidu Park Specific Plan Area;

(4) The cost of maintenance of the landscaping of the Open Space/Floodway encompassing the south fork of Strap Ravine (the fork most proximate to Eureka Road) and which is east of the East Roseville Parkway and west of Sierra College Boulevard;

(5) The cost of maintenance of the landscaping of the Open Space/Floodway encompassing that portion of Cirby Creek which is west of Eureka Road and which is within Parcel 6 as shown on Exhibit 3-B hereto;

(6) The cost of maintenance of the landscaping of the 25-foot setbacks on both sides of North Cirby Way;

(7) The cost of maintenance of the landscaping of the 25-foot setback on both sides of Parkhill Drive;

(8) The cost of maintenance of the landscaping of the 25-foot setback on both sides of Wringer Drive;

(9) The cost of maintenance of the landscaping of the 25-foot setback on the north and east sides of Johnson Ranch Drive;

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(10) The cost of maintenance of the landscaping of the 25-foot setback on the east side of McClaren Drive; and

(11) The cost of maintenance of the landscaping of the 50-foot setback on the west side of Sierra College Boulevard, exclusive of the portion of the setback on Parcels 20 and 31 as shown on Exhibit 3.

(12) The cost of maintenance of the landscaping of any additional corridors, as defined in Section 3.22, which may be located within the Southeastern Zone.

9.06. Assessment of Costs. All estimated costs and expenses of maintenance except those attributable to real property taxes shall be assessed, consistent with the methodology set forth in Section 9.02 hereof, in advance by Declarant, the Landscape Maintenance Committee or any subsequent maintenance operator and shall be billed to each Owner or, pursuant to Section 9.07 hereof, to each Homeowner's Association, not less frequently than once each calendar quarter. Such assessments shall be paid by each Owner or Homeowner's Association promptly upon receipt thereof. The amount, if any, by which any assessments received in advance from any Owner exceed such Owner's or Homeowner's Association's actual share of maintenance expenses for a billing period shall be credited against the estimated costs and expenses for the ensuing billing period. Subject to the provisions of the Development Agreements and except as otherwise provided in this Declaration, an Owner's obligation for the various maintenance costs set forth in Article 9 shall commence as of the first day of the first month after the conveyance to Owner from Declarant of Owner's interest or estate in the Property. Owners who subsequently convey their interest to the Property to others shall pro rate their maintenance and tax assessment in such a manner as they and their grantee shall agree.

9.07. Residential Homeowners Associations. The Owner of any parcel zoned as residential may transfer the rights and

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obligations under this Declaration for that parcel to a Home-owners Association for that parcel provided that such transfer of rights and obligations shall be binding upon each and every Homeowner or successor in interest in that parcel or portion thereof. In the event of such a transfer, the obligation for payment of the assessments payable to the Landscape Maintenance Committee and the methodology for the collection of such assessments shall be as set forth in the Declaration of Covenants, Conditions and Restrictions on such residential subdivision. Such transfer of right or obligation shall be implemented by covenant to be recorded at the time of the transfer of right or obligation.

Each such Homeowner's Association for a particular portion of the Property shall be responsible for collecting from its members, and delivering to the Landscape Maintenance Committee for that zone, assessments which would otherwise be payable to the Landscape Maintenance Committee pursuant to Section 9.06 by individual Owners. If such a Homeowner's Association pays only a portion of the assessment for the portion of the Property it controls, the association shall specify in a writing accompanying such payment, by lot number and unit, exactly which lots' assessments are included in such payment.

In elections or proceedings undertaken pursuant to Section 3.26 or 11.05, each such Homeowner's Association shall be entitled to represent and cast the vote of all parcels within the portion of the Property bound by the covenant creating such Homeowner's Association.

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ARTICLE 10. ENFORCEMENT.

10.01. Abatement and Suit. Violation or breach of any covenant, condition, restriction or easement contained herein or in the Development Agreements shall give Declarant, the Landscape Maintenance Committee or its successors or assigns, the right to enter upon the portion of the Property upon or as to which said violation or breach exists and to summarily abate and/or remove, at the expense of the Owner or Occupant thereof, any Improvement or condition that exists thereon contrary to the intent and meaning of the provisions hereof (by reference or otherwise) or of the Development Agreements, or to prosecute a proceeding at law or in equity against the entity or entities, person or persons who have violated or are attempting to violate any of these covenants, conditions, restrictions or easements to enjoin or prevent them from doing so, to cause the violation to be remedied or recover damages for said violation. The right to enter arising out of this Section shall be exercised not earlier than fifteen (15) days subsequent to the delivery of written notice to Owner of an intention to exercise such right. In addition, and without waiving any of the foregoing rights, Declarant shall also be entitled to reimbursement from the Owner of the portion of or interest in the Property subject to such abatement for the expenses of entering upon such portion of the Property and/or Improvements and abating and/or removing any Improvement or condition as provided hereinabove. If such expenses are not reimbursed promptly upon demand, then such expenses, together with interest thereon at the highest rate permitted by law, shall become a direct lien on the subject portion or interest in the Property and the Improvements located thereon, which lien may be enforced in the manner set forth in Section 10.07 hereof.

10.02. Enforcement by City. As required by Sections 3.B.5 and 4.B.4 of the Development Agreements, the City of Roseville shall have standing to bring an action in its own right in the name of Declarant or in the name of any successor or assign of

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Declarant, including but not limited to, any Owners' Association established pursuant to Section 9.07 or 11.04 hereof, to enjoin any violation or enforce the Landscaping requirements of the Development Agreements. In any such action brought by the City, the City shall, if it prevails, be entitled to liquidated damages in the amount of and in addition to the expense of enforcement plus reasonable attorneys' fees.

10.03. Nuisances. The result of every action or omission whereby any covenant, condition, restriction or easement herein contained, by reference or otherwise, is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either in public or private, shall be applicable against every such result and may be exercised by Declarant, by the City of Roseville pursuant to Section 4.B.4 of the Development Agreements, or by any Owner thirty (30) days following written notice by such Owner to Declarant stating with specificity the covenant, condition, restriction or easement which has been violated provided Declarant has not taken affirmative steps to remedy such violation within the thirty (30)-day period. The right of enforcement shall not be extended to Occupants who are not also Owners.

10.04. Attorneys' Fees and Costs. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration, the Development Agreements or any provision thereof, by reference or otherwise, the prevailing party or parties shall also be entitled to an award of reasonable attorneys' fees and costs, in such amount as may be fixed by the court in such proceedings. Any such fees or costs not collected shall become a direct lien on the subject portion or interest in the Property and the improvements located thereon, which lien may be enforced in the manner set forth in Section 10.07. All

remedies provided herein or at law or in equity shall be cumulative and not exclusive.

10.05. Inspection. Declarant may from time to time, but not more often than monthly, at any reasonable hour or hours, enter and inspect any exterior portion of the Property or the improvements thereon to ascertain compliance with the provisions of this Declaration and the the Development Agreements.

10.06. Failure to Enforce Not a Waiver of Rights. The failure of Declarant or any Owner or the City of Roseville to enforce any covenant, condition, restriction or easement herein contained, by reference or otherwise, shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition, restriction or easement.

10.07. Creation and Enforcement of Maintenance Assessment Lien. Declarant, for each and every portion of the Property owned by it, hereby covenants and agrees to pay, and each Owner of the Property, or any portion thereof or interest therein, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay all assessments for maintenance and all real property taxes as set forth in Article 9 hereof, such assessments to be fixed, established and collected from time to time as in this Declaration provided. Such assessments, together with interest thereon as hereinafter set forth and together with the cost of collection thereof, shall be a charge on the land and shall be a continuing lien upon that portion of or interest in the Property against which each such assessment is made. In the event that any Owner shall fail to pay such Owner's assessment or any exactions attributable to such Owner pursuant to the Development Agreements within fifteen (15) days after such costs and expenses have been assessed to such Owner or are due and payable under the Development Agreements, or in the case of real property taxes, prior to the delinquency, Declarant, the other Owners, or any of them, or a Homeowners' Association established pursuant to Section 9.07

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or an Owners Association established pursuant to Section 11.05 (hereinafter "Owner making such advance" shall refer to any of the owners or associations referred to herein) may advance such costs and expenses thus unpaid (including any penalties or interest imposed for delinquent payment of taxes), and upon the making of such advance and the giving of written notice of the nature and amount thereof to the delinquent Owner, shall be entitled to immediate reimbursement for the amount thereof, together with interest at the highest rate permitted by law on such advance. If the delinquent Owner shall fail to reimburse Declarant or the Owner making such advance for the amount of the advance and interest thereon within ten (10) days after notice of such advance is given, Declarant or the Owner making such advance may, at any time within two (2) years from the date of such advance, file for record in the office of the County Recorder of Placer County, California, a claim of lien signed by Declarant or the Owner making such advance for the amount thereof, together with interest thereon, which claim shall contain (a) a statement of the unpaid amount of such advance and interest thereon, (b) a description of the ownership interest in the Property of the delinquent Owner, and (c) the name of the delinquent Owner. Such claim of lien shall be effective to establish a lien against the interest of the delinquent Owner in the Property, together with any improvements constructed thereon, in the amount specified therein, together with interest at the highest rate permitted by law on the amount of such advance from the date thereof, recording fees, costs of title search obtained in connection with such lien or the foreclosure thereof and court costs and reasonable attorneys' fees which may be incurred in the enforcement of such a lien. Such a lien, when so established against the real property described in said claim, shall be prior to or superior to any right, title, interest, lien or claim which may be or may have been acquired in or attached to the real property interests subject to the lien subsequent to the time of

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filing such claim for record. Such lien shall be for the benefit of Declarant or the Owner making such advance and may be enforced and foreclosed in a suit or action brought by Declarant or such Owner in any court of competent jurisdiction, if brought within one (1) year (or within two (2) years if a written extension of the claim of lien is filed with the County Recorder of Placer County) of the filing of such claim or in any manner provided by law. Any sale to enforce such lien is to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civil Code of the State of California applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. Declarant, through its duly authorized agents, shall have the power to bid on the lien property at any foreclosure sale, and to acquire, lease, mortgage and convey the same. Upon the timely curing of any default for which a notice of claim of lien was filed, Declarant is hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by Declarant, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred. The assessment lien and the right to foreclose in sale thereunder shall be in addition to, and not in substitution for, all other rights and remedies which Declarant or other Owners may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments.

ARTICLE 11. DURATION, MODIFICATION, REPEAL AND ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES.

11.01. Duration of Restrictions. To the extent permissible under the Development Agreements, this Declaration shall continue and remain in full force and effect with respect to the Property (subject, however, to the right to amend and repeal as provided herein) for a period of thirty (30) years from the date hereof. However, unless within one (1) year prior to thirty (30) years subsequent to the date hereof, there shall be a recorded instrument directing the termination of this Declaration signed by not less than two-thirds (2/3) of the Owners of the Property of each zone (such ownership to be determined on the basis of acreage in each Parcel) this Declaration shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless the restrictions are terminated as set forth above in this Section.

11.02. Termination and Modification. To the extent permissible under the Development Agreements, this Declaration, or any provision thereof, may be extended, modified or amended as to the whole or any portion of the Property with the written consent of the Owners of seventy-five percent (75%) of the Property (determined as provided in Section 11.01 above); provided, however, that (a) so long as Declarant has a twenty-five percent (25%) interest in the Property or for a period of twenty (20) years from the effective date hereof, whichever period is shorter, no such extension, modification or amendment shall be effective without the written approval thereto of Declarant. No extension, modification or amendment pursuant to this Section 11.02 shall be effective until a proper instrument, in writing, has been executed and acknowledged and recorded in the County where the land affected thereby is situated; provided, however, that any of the Property described herein which is subsequently conveyed or dedicated by Declarant for use as a public road or other public use,

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may be conveyed or dedicated free and clear of this Declaration by execution and delivery of a deed by Declarant to the appropriate governmental body.

11.03. Consent of City to Modification. Notwithstanding the provisions of Section 11.02, no modification or amendment of Section 8.02, 8.03, 10.01, 10.02, 10.03 or 11.02 or this Section 11.03 shall be effective without the prior written consent of the City of Roseville.

11.04. Assignment of Declarant's Rights and Duties. Any and all of the rights, powers, duties and reservations of Declarant herein contained including, but not limited to, all rights and obligations of Declarant under the Development Agreements may be assigned in whole or in part to any person, partnership, corporation or Association which shall be either (a) a partnership (limited or general) or corporation, seventy-five percent (75%) of which is owned by then existing partners of Declarant, (b) a purchaser from Declarant of a substantial interest in any remaining portion of the Property owned by Declarant, (c) a person, corporation or association comprised of the Owners of a majority of the acreage subject to this Declaration (or a committee thereof), or (d) a corporation, joint venture, association or other entity organized, established or purchased by Declarant (or by a parent, subsidiary or affiliated corporation of the corporations comprising the Declarant joint venture) pursuant to, but not limited to, any corporate acquisition, merger or business reorganization. Any such transferee, person, partnership, corporation or association shall also be required, pursuant to said transfer, to assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, including but not limited to all rights and obligations of Declarant under the Development Agreements relating to installation and maintenance of the Corridor and Open Space/Floodway Landscaping. When such assignee evidences its consent in writing to accept such assignment and assume such duties, such assignee shall, to the

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extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor to Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 11.02 of this Article. Any assignment or appointment made shall be in recordable form and shall be recorded in the Office of the Recorder of Placer County, State of California.

11.05. Master Owners Association. So long as Declarant is the Owner of seventy-five percent (75%) or more of the real property subject to this Declaration (computed on an acreage basis) or at such earlier time as Declarant may determine, Declarant may execute, acknowledge and record an instrument establishing a Master Owners Association for each zone in the form of a nonprofit corporation which shall assume the rights, powers and reservations of Declarant hereunder and which shall have the responsibility and authority to enforce the provisions of this Declaration and Sections 3.B and 4.B of the Development Agreements as to that zone. At any time after Declarant no longer owns seventy-five percent (75%) of the real property subject to this Declaration, the Owners, including Declarant, owning at least seventy-five percent (75%) of the real property on an acreage basis in any zone subject to this Declaration may establish a Master Owners Association for that zone as described in this Section 11.05. Upon recordation of such instrument, the rights, powers and reservations of Declarant as Declarant, but not as an Owner, hereunder (and of any assignee of Declarant pursuant to Section 11.04 above) shall terminate as to that zone.

Every Owner of a Parcel within a zone shall be a member of the Master Owners Association for that zone.

Membership shall be appurtenant to and may not be separated from ownership of any Parcel. Such membership shall nonetheless be subject to the representation and assessment provisions of Section 9.07.

Each Master Owners Association shall have the power to appoint the members of the Landscape Maintenance Committee for that zone.

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ARTICLE 12. MISCELLANEOUS PROVISIONS.

12.01. Declarant Held Harmless/Waiver. Each and every Owner and Occupant of any portion of or any interest in the Property shall and does, by accepting title to its interest in the Property, agree to indemnify, defend and hold harmless Declarant, its successors or assigns against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the Improvements on the portion of the Property occupied by, owned by, or under the control of such Owner or Occupant; the use and/or possession of such portion of the Property; and the conduct of business and any other activities by such Owner or Occupant or his guests or invitees on any portion of the Property. Neither Declarant, the Landscape Maintenance Committee or any member thereof, nor their successor or assigns, shall be liable to any Owner or Occupant subject to this Declaration by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any Parcel of the Property, by acquiring his interest therein, agrees that he will not bring any action or suit against Declarant, its successors or assigns, to recover any such damages or to seek equitable relief.

12.02. Destruction of Improvements. In the event any Improvement is damaged or destroyed in whole or part, by any casualty, the Owner of the portion of the Property on which the same is located shall immediately undertake to restore the same in conformity with the previously approved plans initially permitting such Improvement or shall submit new plans for approval as provided in Section 7.01 hereof, and except as otherwise provided herein as to time periods for commencing and completing the restoring construction, in conformity with the requirements of Article 7. If the restoration or construction of such Improvement is not commenced within six (6) months after the date of

such damage or destruction, or is not completed by no later than two (2) years after such damage or destruction (subject to the types of unavoidable delays in construction referred to in Section 7.06 hereof), such Owner shall raze the same, and leave the Property in a safe and sightly condition. Thereafter, any subsequently proposed construction, placement or maintenance of any new Improvement on such portion of the Property, the plans and specifications pertaining thereto, and the projected operations and uses in connection therewith, shall also be subject to and required to be in conformity with each and every provision (by reference or otherwise) of this Declaration as such provisions exist at the time such construction, placement or maintenance is subsequently proposed.

12.03. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires the right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, by reference or otherwise, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

12.04. Right of Mortgagees. All restrictions and other provisions herein contained, by reference or otherwise, including the liens described in Section 10.07 hereof, shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of the Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser under such sale, and the successors and assigns of such purchaser, shall hold any and all Property so purchased subject to all of such liens and

the covenants, conditions, restrictions and easements and other provisions of this Declaration.

12.05. Mutuality, Reciprocity; Runs with Land. All restrictions, conditions, covenants and agreements contained herein, by reference or otherwise, are made for the direct mutual and reciprocal benefit of each and every portion of the Property; shall create mutual, equitable servitudes upon each portion of the Property in favor of every other portion; shall create reciprocal rights and obligations between the respective Owners of all portions of or interests in the Property and privity of contract and estate between all grantees of said portions of interests therein, their heirs, successors and assigns; and shall, as to each Owner and the heirs, successors and assigns of said Owner, operate as covenants running with the land for the benefit of all other portions of the Property.

12.06. Article and Section Headings. Article and Section headings where used herein are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the respective Articles and Sections to which they refer.

12.07. Effect of Invalidation. If any provision (by reference or otherwise) of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

12.08. Waiver of Use. No Owner may be exempt from liability for assessments duly levied pursuant to this Declaration, nor release the portion of or interest in the Property owned by such Owner from the liens and charges hereof, by waiver of the Owner's use of the Scenic Corridors or Open Space/Floodways permitted in this Declaration and the facilities thereon or by abandonment of such Owner's Property or interest.

12.09. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Property.

BK3192 PG632

BK3074 PG307

12.10. Rights and Remedies of Owner. This Declaration shall not be construed to limit the legal rights and remedies available to an Owner to the extent that such rights and remedies are not inconsistent with the provisions of this Declaration.

12.11. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

12.12. Notice. Any and all notices or other communications required or permitted by this Declaration or by law to be served on or given to Declarant or any Owner shall be in writing and shall be deemed duly served and given when personally delivered to the person to whom it is directed, or in lieu of which personal service when deposited in the United States mail, certified mail, return receipt requested, addressed as follows:

To Declarant at: Coker-Ewing
Attn: Robert B. Coker, Jr.
2150-B Douglas Boulevard
Roseville, CA 95678-3899

Declarant may change its address for the purposes of this Section by informing each then Owner in writing within thirty (30) days of the change of address.


To any Owner at: The address of Owner shown in the records of the Placer County Assessor's Office, unless Declarant is otherwise directed in writing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration as of the date first above written.

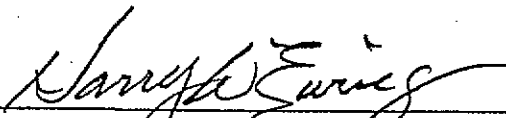
SOUTHFORK PARTNERSHIP, a California general partnership

By: COKER-EWING COMPANY, a General Partnership, General Partner

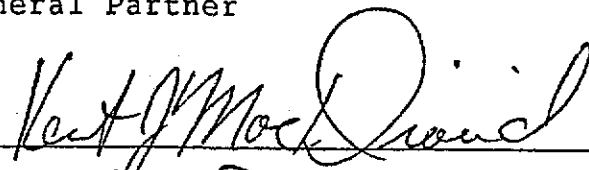
By: COKER DEVELOPMENT, INC., a California corporation, a General Partner

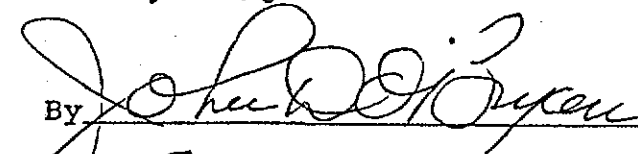
By 
ROBERT B. COKER, JR.,
President

By: EWING DEVELOPMENT, INC., a California corporation, a General Partner

By 
HARRY W. EWING,
President

By: HOME CAPITAL CORPORATION, a California corporation, a General Partner

By 
Its Vice President

By 
Its Treasurer

BK3192 PG633

BK3074 PG308

STATE OF CALIFORNIA

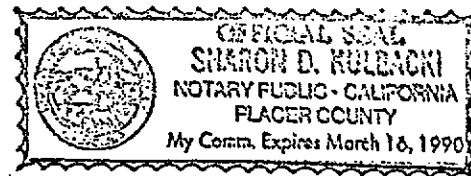
COUNTY OF SACRAMENTO

On September 25, 1986, before me, the undersigned notary public, personally appeared ROBERT B. COKER, JR.,

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

to be the person who executed this instrument as President on behalf of COKER DEVELOPMENT, INC., the corporation therein named, the corporation being one of the partners of COKER-EWING, the partnership therein named, such partnership being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that COKER DEVELOPMENT, INC., executed it as the partner of COKER-EWING, COKER-EWING executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.

Sharon D. Kulbacki



STATE OF CALIFORNIA

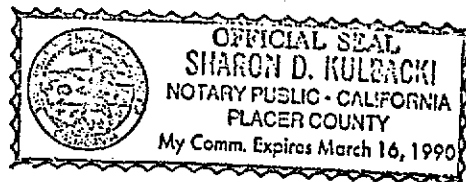
COUNTY OF SACRAMENTO

On September 25, 1986, before me, the undersigned notary public, personally appeared HARRY W. EWING,

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

to be the person who executed this instrument as President on behalf of EWING DEVELOPMENT, INC., the corporation therein named, the corporation being one of the partners of COKER-EWING, the partnership therein named, such partnership being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that EWING DEVELOPMENT, INC., executed it as the partner of COKER-EWING, COKER-EWING executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.

Sharon D. Kulbacki



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BK 3192 PG 634

BK 3074 PG 309

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On September 25, 1986, before me, the undersigned notary public, personally appeared Hent J. MacDiarmid and John D. O'Bryan

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

to be the persons who executed this instrument as Vice President and Treasurer on behalf of HOME CAPITAL CORPORATION, the corporation therein named, the corporation being one of the partners of SOUTHFORK PARTNERSHIP, the partnership that executed the within instrument, and acknowledged to me that HOME CAPITAL CORPORATION executed it as the partner of SOUTHFORK PARTNERSHIP, and that SOUTHFORK PARTNERSHIP executed it.

Sharon D. Kulbacki



BK 3192 PG 635

BK 3074 PG 310

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration as of the date first above written.

ADVENTIST HEALTH SYSTEM/WEST,
a California Corporation

By: *Donald R. Ammon*
Donald R. Ammon
Executive Vice President

BK3192 PG636

STATE OF CALIFORNIA

COUNTY OF PLACER

On 17 October, 1986, before me, the undersigned notary public, personally appeared DONALD R. AMMON,

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

to be the person who executed this instrument as Executive Vice President on behalf of ADVENTIST HEALTH SYSTEM/WEST, the Corporation therein named and the Corporation that executed the within instrument.

BK3074 PG311

Terry L Moore



EXHIBITS

- 1 - Legal Description of the Property
 - 1-A Johnson Ranch Property
 - 1-B Birdland Property
 - 1-C Cliff-Land Property
 - 1-D Central Land Property
 - 1-E Hogland Property

- 2 - Ordinance, Development Agreements and Schematic
Development Plan

- 3 - Zone Boundaries and Landscaping Allocations
 - 3-A Douglas Boulevard Zone
 - 3-B Southeastern Zone

- 4 - Location of Corridor, Open Space and Easement
Landscaping
 - 4-A Douglas Boulevard Corridor
 - 4-B Eureka Road Corridor
 - 4-C East Roseville Parkway Corridor
 - 4-D Open Space/Floodway
 - 4-E North Cirby Way Corridor
 - 4-F Parkhill Drive Corridor
 - 4-G Wringer Drive Corridor
 - 4-H Park Loop Road Corridor
 - 4-I Professional Drive Corridor
 - 4-J Sierra College Boulevard Corridor
 - 4-K North Bunkhouse Way Setback and Slope Area

- 5 - Landscape Design Guidelines

BK3192 PG637

BK3074 PG312

EXHIBIT 1-A

Legal Description of the Property

PARCEL ONE

Parcel A, as said Parcel is shown and so designated on that certain Parcel Map filed in the Office of the Recorder of Placer County on July 10, 1979 in Book 14 of Parcel Maps, at page 149, being a portion of the East half of Section 7, Township 10 North, Range 7 East, and a portion of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, in the City of Roseville, according to the Official Plat thereof, excluding that Parcel which is shown and designated in Book 0 of Parcel Maps, at page 149, filed in the office of the Recorder of Placer County on April 9th, 1986.

BK3192 PG638

PARCEL TWO

Parcel B, as said Parcel is shown and so designated on that certain Parcel Map filed in the Office of the Recorder of Placer County on July 10, 1979 in Book 14 of Parcel Maps, at page 149, being a portion of the East half of Section 7, Township 10 North, Range 7 East, and a portion of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, in the City of Roseville, according to the Official Plat thereof.

BK3074 PG313

EXHIBITS

- 1 - Legal Description of the Property
 - 1-A Johnson Ranch Property
 - 1-B Birdland Property
 - 1-C Cliff-Land Property
 - 1-D Central Land Property
 - 1-E Hogland Property

- 2 - Ordinance, Development Agreements and Schematic Development Plan
 - 2-A Johnson Ranch Ordinance
 - 2-AA Johnson Ranch Development Agreement

 - 2-B Birdland Ordinance
 - 2-BB Birdland Development Agreement

 - 2-C Cliff-Land Ordinance
 - 2-CC Cliff-Land Development Agreement

 - 2-D Central Land Ordinance
 - 2-DD Central Land Development Agreement

 - 2-E Hogland Ordinance
 - 2-EE Hogland Development Agreement

 - 2-F Schematic Development Plan

- 3 - Zone Boundaries and Landscaping Allocations
 - 3-A Douglas Boulevard Zone
 - 3-B Southeastern Zone

- 4 - Location of Corridor, Open Space and Easement Landscaping
 - 4-A Douglas Boulevard Corridor
 - 4-B Eureka Road Corridor
 - 4-C East Roseville Parkway Corridor
 - 4-D Open Space/Floodway
 - 4-E North Cirby Way Corridor
 - 4-F Parkhill Drive Corridor
 - 4-G Wringer Drive Corridor
 - 4-H Park Loop Corridor
 - 4-I Professional Drive Corridor
 - 4-J Sierra College Boulevard Corridor
 - 4-K North Bunkhouse Way Setback and Slope Area

- 5 - Landscape Design Guidelines

BK3192 PG639

BK3074 PG314

Order No. 105244

EXHIBIT 1-A

JOHNSON RANCH 377

PARCEL ONE

Parcel A, as said Parcel is shown and so designated on that certain Parcel Map filed in the Office of the Recorder of Placer County on July 10, 1979 in Book 14 of Parcel Maps, at page 149, being a portion of the East half of Section 7, Township 10 North, Range 7 East, and a portion of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, in the City of Roseville, according to the Official Plat thereof.

PARCEL TWO

Parcel B, as said Parcel is shown and so designated on that certain Parcel Map filed in the Office of the Recorder of Placer County on July 10, 1979 in Book 14 of Parcel Maps, at page 149, being a portion of the East half of Section 7, Township 10 North, Range 7 East, and a portion of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, in the City of Roseville, according to the Official Plat thereof.

BK3074 PG315

BK2798 PG488

BK3192 PG640

EXHIBIT 1-A

000009 0261

EXHIBIT 1-B

MCINTYRE RANCH

That portion of the Southeast quarter of Section 8, Township 10 North, Range 7, East, MDM, included within the land shown and designated as Parcels "B", "C", and "D", on Parcel Map, filed for record in the office of the Recorder of Placer County, California on April 2, 1974, in Book 5 of Parcel Maps, at page 77, Placer County Records.

APN 468-010-06, 07 and 08

BK3074 PG316

BK2798 PG674

BK3192 PG641

EXHIBIT 1-B

0009 0262

EXHIBIT 1-C

CLIFF LAND

A portion of the Southwest one-quarter of the Northeast one-quarter of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, in the City of Roseville, being more particularly described as follows, to wit:

BEGINNING at a point on the South line of the Southwest one-quarter of the Northeast one-quarter of Section 8, Township and Range aforesaid from which the East one-quarter Section corner of said Section 8 bears South 89°47'21" East 2610.97 feet distant; thence from said point of beginning and following the said South line North 89°47'21" West 81.24 feet to the Southwest corner of the said Southwest one-quarter of the Northeast one-quarter; thence leaving said South line and following the West line of the said Southwest one-quarter of the Northeast one-quarter North 1°31'04" West 1317.91 feet to the Northwest corner of the said Southwest one-quarter of the Northeast one-quarter; thence leaving said West line and following the North line of the said Southwest one-quarter of the Northeast one-quarter South 89°18'32" East 147.61 feet to a point on a fence line; thence leaving said North line and following said fence line South 1°22'10" West 1316.34 feet to the place of beginning.

BK3074 PG317

BK2798 PG512

BK3192 PG642

EXHIBIT 1-C 00009 0263

PARCEL ONE:

All that portion of the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 8; thence along the North line of the Southeast quarter of the Northwest quarter of said Section 8 444.0 feet to a point; thence South 2,656.00 feet more or less to the South line of the Northeast quarter of the Southwest quarter of said Section 8; thence along said South line East 447 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 8; thence along the East line of the West half of said Section 8, 2,656.00 feet more or less to the point of beginning.

PARCEL TWO:

The Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 8, Township 10 North, Range 7 East, Mount Diablo Base and Meridian, EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 8; thence along the North line of the Southeast quarter of the Northwest quarter of said Section 8 West 444.0 feet to a point; thence South 2,652.00 feet, more or less to the South line of the Northeast quarter of the Southwest quarter of said Section 8; thence along said South line East 447 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 8; thence along the East line of the West half of said Section 8, 2,652.00 feet, more or less, to the point of beginning.

BK3074 PG318

BK2790 PG550

BK3192 PG643

EXHIBIT 1-D
RECORDED 00009 02'64

EXHIBIT 1-E

Parcel A, as shown on that certain Parcel Map entitled "A Portion of the SE 1/4 of Sec., 8 T. 10 N., R. 7 E., M.D.B. & M.", recorded in Book 5 of Parcel Maps, at page 77, records of said County.

EXCEPTING THEREFROM all of the oil, gas, geothermal and minerals lying below a depth of 500 feet as reserved by the Corporation of the President of the Sacramento, California Stake, the Church of Jesus Christ of Latter Day Saints in the deed recorded October 31, 1983 in Book 2636, page 839, Official Records.

ALSO EXCEPTING THEREFROM:

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

A portion of Parcel A, as said parcel is shown and so designated on that certain Parcel Map filed in Book 5 of Parcel Maps, at page 77, Official Records of said County, more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel A; thence, along the North line of said Parcel A, South 89°47'21" East 41.57 feet; thence, South 07°48'30" East 50.49 feet; thence, along the arc of a curve to the left, concave Southeasterly, having a radius of 36.00 feet and being subtended by a chord bearing South 44°20'48" West 52.67 feet; thence, South 01°31'04" East 32.08 feet; thence, along the arc of a curve to the left, concave Northeasterly, having a radius of 1940.00 feet and being subtended by a chord bearing South 03°15'35" East 117.92 feet; thence, South 01°59'05" East 120.00 feet; thence, along the arc of a curve to the left, concave Northeasterly, having a radius of 1950.00 feet and being subtended by a chord bearing South 13°06'45" East 311.98 feet to a point on the South line of said Parcel A; thence, along said South line, South 89°53'06" West 77.29 feet to the Southwest corner of said Parcel A; thence, North 01°31'04" West 661.09 feet to the point of beginning.

APN 468-010-05-01

BK3074 PG319

BK3192 PG644

ORDINANCE NO. 1847

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING A DEVELOPMENT AGREEMENT FOR JOHNSON RANCH AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article 30 of Ordinance 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 Johnson Ranch consistent with the Southeast Roseville Specific Plan.

SECTION 2. After the public hearings held on September 5, September 12, September 19, and September 26; October 3, October 10, October 17, and October 24; November 7, November 14, and November 26; December 5, December 12, and December 19, 1984; January 2; February 2, and February 20, 1985, the Council finds as follows:

- A. The proposed agreement is consistent with the General Plan of the City of Roseville and with the Southeast Roseville Specific Plan.
- B. The proposed agreement is compatible with the uses authorized in and the regulations prescribed for the land use districts in which the property is located.
- C. The proposed agreement is in conformity with public convenience, health, safety and welfare, and conforms to good land use practice. It will not be detrimental to health, safety, or general welfare, nor adversely affect the preservation of property values.
- D. The proposed agreement will provide sufficient benefit to the City to justify entering into it.
- E. All environmental reviews, hearings, notices and things required by law to have been done have been accomplished.

SECTION 3. That certain development agreement for property known as Johnson Ranch is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen days after it is adopted in a newspaper of general circulation in the City, either separately or as part of any published proceedings of the Council, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the ordinance book a certificate stating the time and place of said publication by posting. The City Clerk is further directed to record the agreement within ten (10) days in the office of the Placer County Recorder.

PASSED AND ADOPTED by the Council of the City of Roseville this 6th day of March, 1985, by the following vote on roll call:

- AYES COUNCILMEMBERS: Richard Roccucci, June Wanish, John M. Byouk, Martha Riley, Harry Crabb, Jr.
- NOES COUNCILMEMBERS: None
- ABSENT COUNCILMEMBERS: None

ATTEST:

Pauline Brockman
City Clerk

[Signature]
Mayor

This document is subject to the provisions of the Public Access to Information Act, Chapter 6253, Statutes of the State of California.

By Order of the Council of the City of Roseville

[Signature]
City Manager

EXHIBIT 2 -A

BK3074 PG320

DK2798 PG489

BK3192 PG645

OFFICIAL RECORDS
REQUESTED BY

APR 9 8 25 AM '85

PLACER CO RECORDER

12250

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND
THE SOUTHFORK PARTNERSHIP
RELATIVE TO THE DEVELOPMENT KNOWN
AS JOHNSON RANCH

This Development Agreement is entered into this 5th
day of April 1985, by and between Southfork
Partnership, a California General Partnership, hereinafter
"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. To strengthen the public planning process,
encourage private participation in comprehensive planning
and reduce the economic risk of development, the legisla-
ture 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. Landowner owns in fee that certain property
described in Exhibit A (hereinafter "subject property"),
attached hereto and incorporated herein by this reference.

BK3192 PG646
BK3074 PG321
BK2798 PG490

ORDINANCE NO. 1850

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING A DEVELOPMENT AGREEMENT FOR BIRDLAND AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article 30 of Ordinance 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 Birdland consistent with the Southeast Roseville Specific Plan.

SECTION 2. After the public hearings held on September 5, September 12, September 19, and September 26; October 3, October 10, October 17, and October 24; November 7, November 14, and November 26; December 5, December 12, and December 19, 1984; January 2; February 2, and February 20, 1985, the Council finds as follows:

A. The proposed agreement is consistent with the General Plan of the City of Roseville and with the Southeast Roseville Specific Plan.

B. The proposed agreement is compatible with the uses authorized in and the regulations prescribed for the land use districts in which the property is located.

C. The proposed agreement is in conformity with public convenience, health, safety and welfare, and conforms to good land use practice. It will not be detrimental to health, safety, or general welfare, nor adversely affect the preservation of property values.

D. The proposed agreement will provide sufficient benefit to the City to justify entering into it.

E. All environmental reviews, hearings, notices and things required by law to have been done have been accomplished.

SECTION 3. That certain development agreement for property known as Birdland is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, either separately or as part of any published proceedings of the Council, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the ordinance book a certificate stating the time and place of said publication by posting. The City Clerk is further directed to record the agreement within ten (10) days in the office of the Placer County Recorder.

PASSED AND ADOPTED by the Council of the City of Roseville this 6th day of March, 1985, by the following vote on roll call:

AYES COUNCILMEMBERS: Richard Roccucci, June Wanish, John M. Brook, Martha Riley, Harry Crabb, Jr.

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

ATTEST:

[Signature]
Mayor

[Signature]
City Clerk

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

ATTEST:
City Clerk of the City of Roseville, California.
[Signature]
CITY CLERK

Exhibit 2

BK3192 PG647
BK3074 PG322
BK2798 PG675

OFFICIAL RECORDS
REQUESTED BY

Apr 9 8 24 AM '85

PLACER COUNTY RECORDER

122 48

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND
SOUTHFORK PARTNERSHIP
RELATIVE TO THE DEVELOPMENT KNOWN
AS BIRDLAND

This Development Agreement is entered into this
5th day of April 1985, by and between Southfork
Partnership, a California General Partnership, hereinafter
"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. To strengthen the public planning process,
encourage private participation in comprehensive planning
and reduce the economic risk of development, the legisla-
ture 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. Landowner owns in fee that certain property
described in Exhibit A (hereinafter "subject property"),

BK3192 PG648 BK3074 PG323 BK2700 PG676

ORDINANCE NO. 1849

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING A DEVELOPMENT AGREEMENT FOR CLIFF-LAND AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article 30 of Ordinance 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 Cliff-Land consistent with the Southeast Roseville Specific Plan.

SECTION 2. After the public hearings held on September 5, September 12, September 19, and September 26; October 3, October 10, October 17, and October 24; November 7, November 14, and November 26; December 5, December 12, and December 19, 1984; January 2; February 2, and February 20, 1985, the Council finds as follows:

A. The proposed agreement is consistent with the General Plan of the City of Roseville and with the Southeast Roseville Specific Plan.

B. The proposed agreement is compatible with the uses authorized in and the regulations prescribed for the land use districts in which the property is located.

C. The proposed agreement is in conformity with public convenience, health, safety and welfare, and conforms to good land use practice. It will not be detrimental to health, safety, or general welfare, nor adversely affect the preservation of property values.

D. The proposed agreement will provide sufficient benefit to the City to justify entering into it.

E. All environmental reviews, hearings, notices and things required by law to have been done have been accomplished.

SECTION 3. That certain development agreement for property known as Cliff-Land is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, either separately or as part of any published proceedings of the Council, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the ordinance book a certificate stating the time and place of said publication by posting. The City Clerk is further directed to record the agreement within ten (10) days in the office of the Placer County Recorder.

PASSED AND ADOPTED by the Council of the City of Roseville this 6th day of March, 1985, by the following vote on roll call:

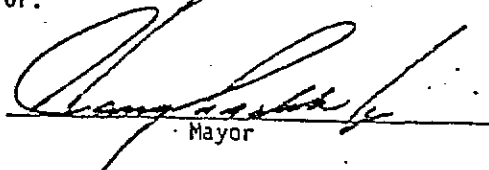
AYES COUNCILMEMBERS: Richard Roccucci, June Wanish, John M. Byouk, Martha Riley, Harry Crabb, Jr.

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

ATTEST:

Pauline Beckman
City Clerk


Mayor

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

ATTEST:
City Clerk of the City of Roseville, California

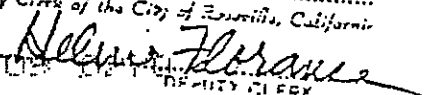

City Clerk

Exhibit 2 - C

BK3192 PG649 BK3074 PG324
PK2798 PG613

Apr 9 8 22 AM '85

GAY H. MOLEY
PLACER CO RECORDER

12247

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND
SOUTHFORK PARTNERSHIP
RELATIVE TO THE DEVELOPMENT KNOWN
AS CLIFF-LAND

BK3192 PG650 BK3074 PG325

PK2798 PG614

This Development Agreement is entered into this
5th day of April 1985, by and between Southfork
Partnership, a California General Partnership, hereinafter
"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. To strengthen the public planning process,
encourage private participation in comprehensive planning
and reduce the economic risk of development, the legisla-
ture 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. Landowner owns in fee that certain property
described in Exhibit A (hereinafter "subject property"),

BK3192 PG651 BK3074 PG326 BK2100

ORDINANCE NO. 1848

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING A DEVELOPMENT AGREEMENT FOR CENTRAL LAND AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article 30 of Ordinance 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 Central Land consistent with the Southeast Roseville Specific Plan.

SECTION 2. After the public hearings held on September 5, September 12, September 19, and September 26; October 3, October 10, October 17, and October 24; November 7, November 14, and November 26; December 5, December 12, and December 19, 1984; January 2; February 2, and February 20, 1985, the Council finds as follows:

A. The proposed agreement is consistent with the General Plan of the City of Roseville and with the Southeast Roseville Specific Plan.

B. The proposed agreement is compatible with the uses authorized in and the regulations prescribed for the land use districts in which the property is located.

C. The proposed agreement is in conformity with public convenience, health, safety and welfare, and conforms to good land use practice. It will not be detrimental to health, safety, or general welfare, nor adversely affect the preservation of property values.

D. The proposed agreement will provide sufficient benefit to the City to justify entering into it.

E. All environmental reviews, hearings, notices and things required by law to have been done have been accomplished.

SECTION 3. That certain development agreement for property known as Central Land is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, either separately or as part of any published proceedings of the Council, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the ordinance book a certificate stating the time and place of said publication by posting. The City Clerk is further directed to record the agreement within ten (10) days in the office of the Placer County Recorder.

PASSED AND ADOPTED by the Council of the City of Roseville this 6th day of March, 1985, by the following vote on roll call:

AYES COUNCILMEMBERS: Richard Roccucci, June Wanish, John M. Byruk, Martha Riley, Harry Crabb, Jr.

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

ATTEST:

Pauline Brestman City Clerk

Mayor (Signature)

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

ATTEST: City Clerk of the City of Roseville, California

Kelley Florence

EXHIBIT 2 - DISPOSED

APR 9 8 25 AM '85

PLACER CO RECORDER

12249

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND
SOUTHFORK PARTNERSHIP
RELATIVE TO THE DEVELOPMENT KNOWN
AS CENTRAL LAND

BK 3192 PG 652

BK 3074 PG 327

BK 2700 PG 552

This Development Agreement is entered into this
5th day of April 1985, by and between [Central Person]
Southfork Partnership, a California General Partnership,
hereinafter "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. To strengthen the public planning process,
encourage private participation in comprehensive planning
and reduce the economic risk of development, the legis-
lature 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. Landowner owns in fee that certain property
described in Exhibit A (hereinafter "subject property"),

ORDINANCE NO. 1959

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
 APPROVING A DEVELOPMENT AGREEMENT FOR HOGLAND AND
 AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEVELOPMENT
 AGREEMENT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article 30 of Ordinance 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 Hogland consistent with the Southeast Roseville Specific Plan.

SECTION 2. After the public hearing on January 9, 1986, the Council finds as follows:

A. The proposed agreement is consistent with the General Plan of the City of Roseville and with the Southeast Roseville Specific Plan.

B. The proposed agreement is compatible with the uses authorized in and the regulations prescribed for the land use districts in which the property is located.

C. The proposed agreement is in conformity with public convenience, health, safety and welfare, and conforms to good land use practice. It will not be detrimental to health, safety, or general welfare, nor adversely affect the preservation of property values.

D. The proposed agreement will provide sufficient benefit to the City to justify entering into it.

E. All environmental reviews, hearings, notices and things required by law to have been done have been accomplished.

SECTION 3. That certain development agreement for property known as Hogland is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

SECTION 5. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, either separately or as part of any published proceedings of the Council, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the ordinance book a certificate stating the time and place of said publication by posting. The City Clerk is further directed to record the agreement within ten (10) days in the office of the Placer County Recorder.

EXHIBIT 2-E

0009 0274

BK3192 PG653

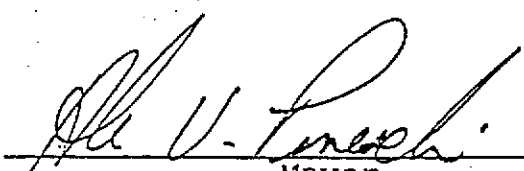
BK3074 PG328

PASSED AND ADOPTED by the Council of the City of Roseville
this 9th day of April, 1986, by the following vote on roll call:

AYES COUNCILMEMBERS: Jim Ross, John M. Byouk,
Harry Crabb, Jr.

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



Mayor

ATTEST:

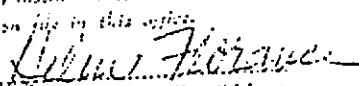


City Clerk

BK3192 PG654

L.B.K. 31074 PG329

EXHIBIT 2-E

I am hereby instrument to a correct copy of
the original on file in this office.
ATTEST: 
City Clerk of the City of Roseville, California
.....
DEPUTY CLERK

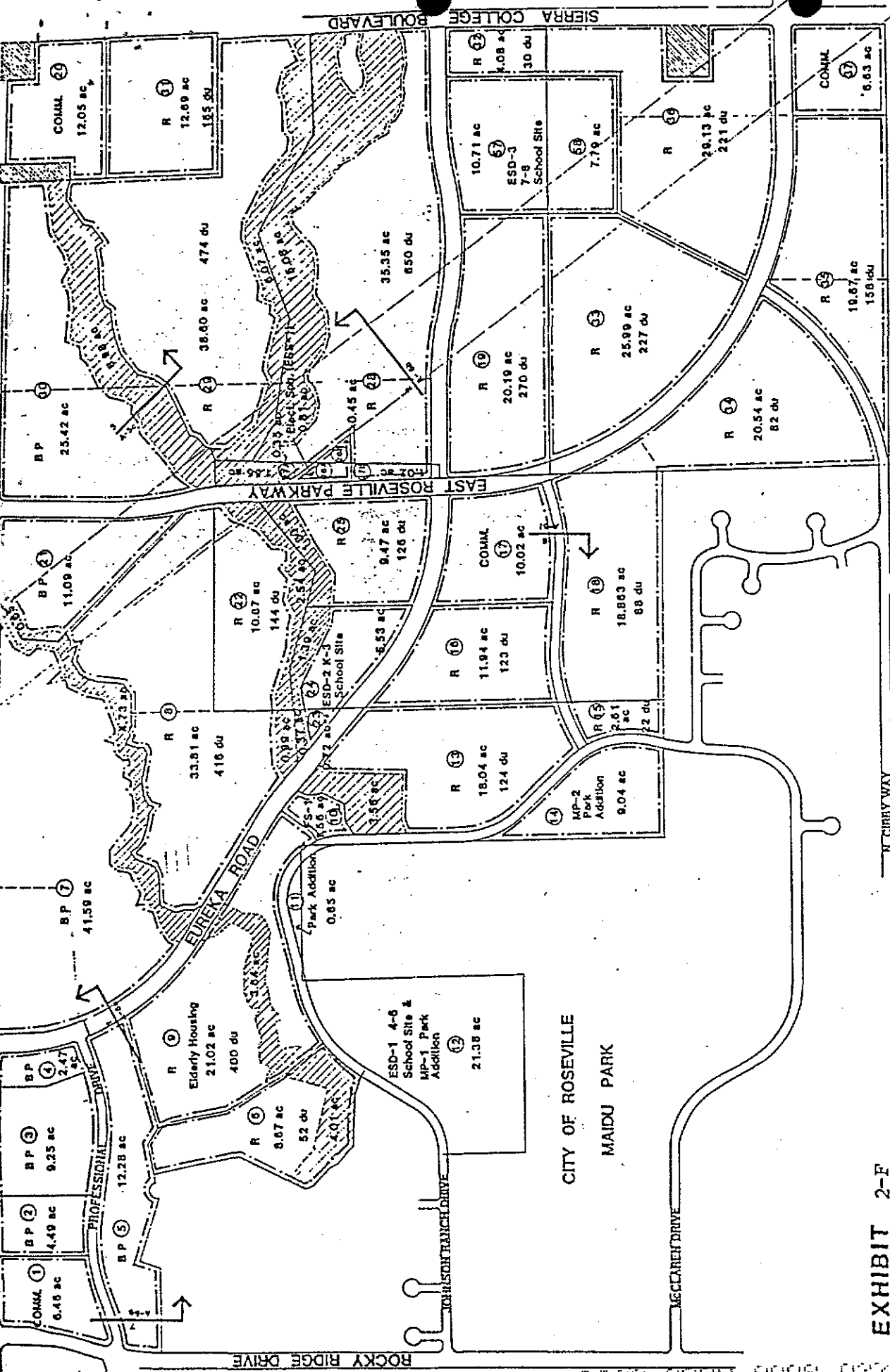


EXHIBIT 2-F

SCHEMATIC DEVELOPMENT PLAN

LAND USE PLAN
EXHIBIT "A-1"

LEGEND

- R Residential
- BP Business & Professional
- COMM Commercial
- Out Parcels
- Open Space Easement

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE • CALIFORNIA

PREPARED BY: WILLIAMS JINCOX ARCHITECTS/PLANNERS/PC
1000 UNIVERSITY AVENUE, SUITE 200
ROSEVILLE, CA 95670
TEL: (916) 782-1100 FAX: (916) 782-1101

BK3074 PG331 BK3192 PG656

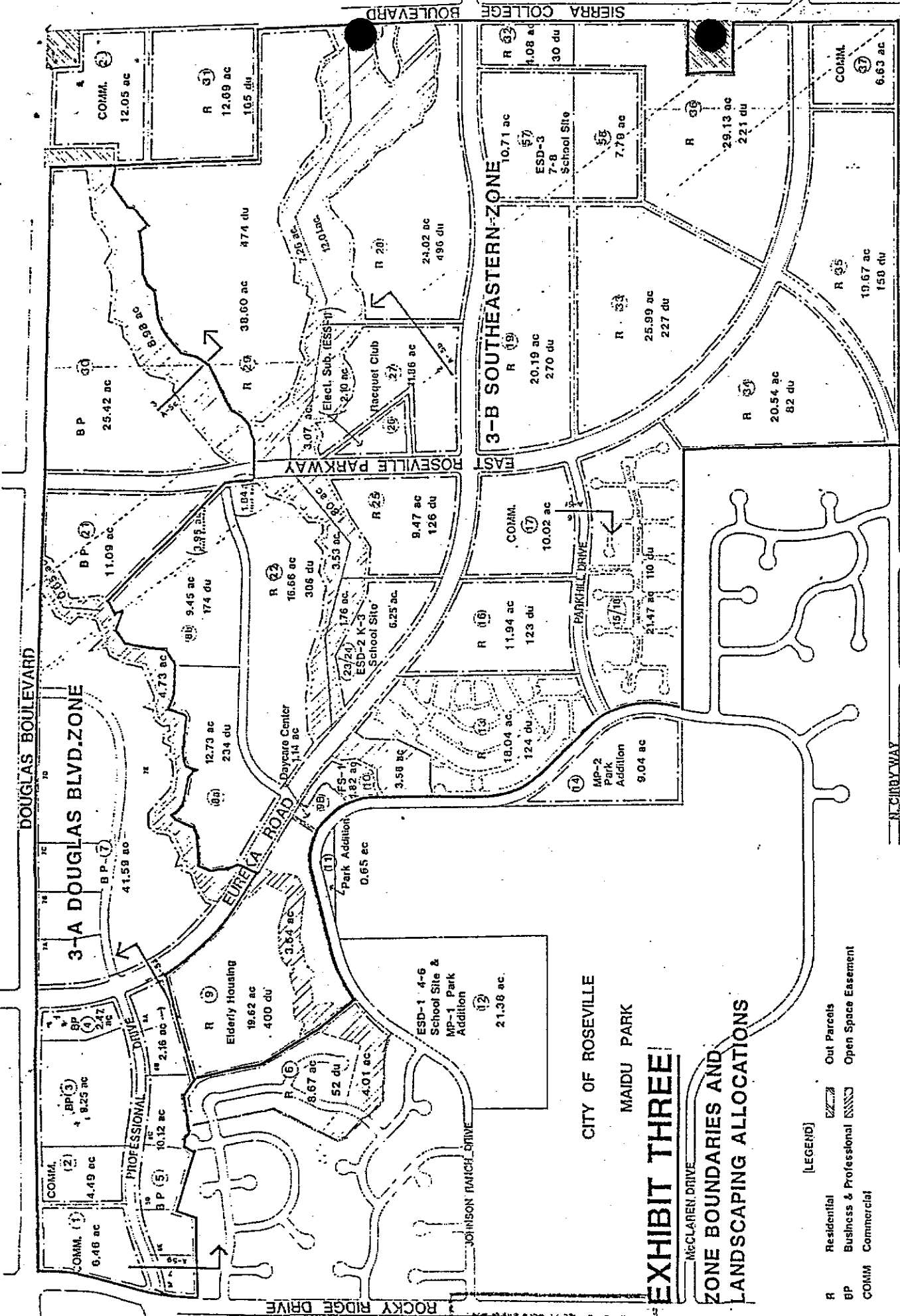


EXHIBIT THREE

ZONE BOUNDARIES AND LANDSCAPING ALLOCATIONS

- LEGEND**
- R Residential
 - BP Business & Professional
 - COMM Commercial
 - Out Parcels
 - Open Space Easement

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE CALIFORNIA

PREPARED BY
7889

DAVID WARD & ASSOCIATES
PLANNERS/ANALYSTS/AC

DATE ADOPTED FEBRUARY 20, 1985
RESOLUTION # 11-118



SIERRA COLLEGE BOULEVARD

ROCKY RIDGE DRIVE

EUREKA ROAD

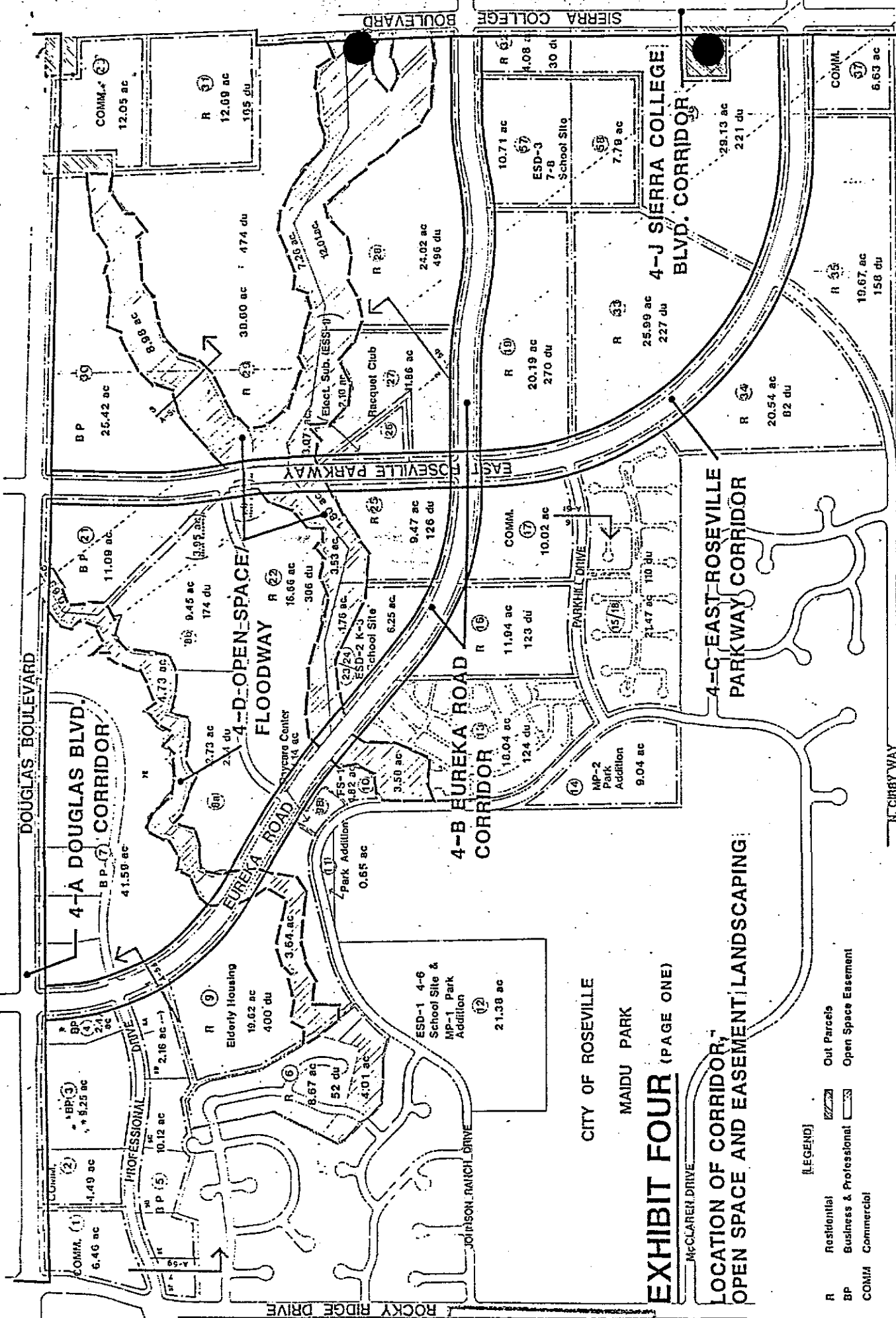
ROSEVILLE PARKWAY EAST

DOUGLAS BOULEVARD

McCLAREN DRIVE

N. CURBWAY

EXHIBIT 3A3



CITY OF ROSEVILLE

MAIDU PARK

EXHIBIT FOUR (PAGE ONE)

LOCATION OF CORRIDOR,
OPEN SPACE AND EASEMENT/LANDSCAPING

- (LEGEND)
- R Residential
 - BP Business & Professional
 - COMM Commercial
 - Out Parcels
 - Open Space Easement

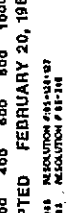
SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE, CALIFORNIA

DATE ADOPTED FEBRUARY 20, 1985
 RESOLUTION 84-141-187
 REV. 11, DEC. 8, 1981, RESOLUTION 84-11-181

BRK3192 PG658

WILLIAMS INDOOR
 AND MECHANICAL INC
 2200 COLLETT AVENUE
 SACRAMENTO, CALIF. 95833-0000



70 COPY-11/18/85

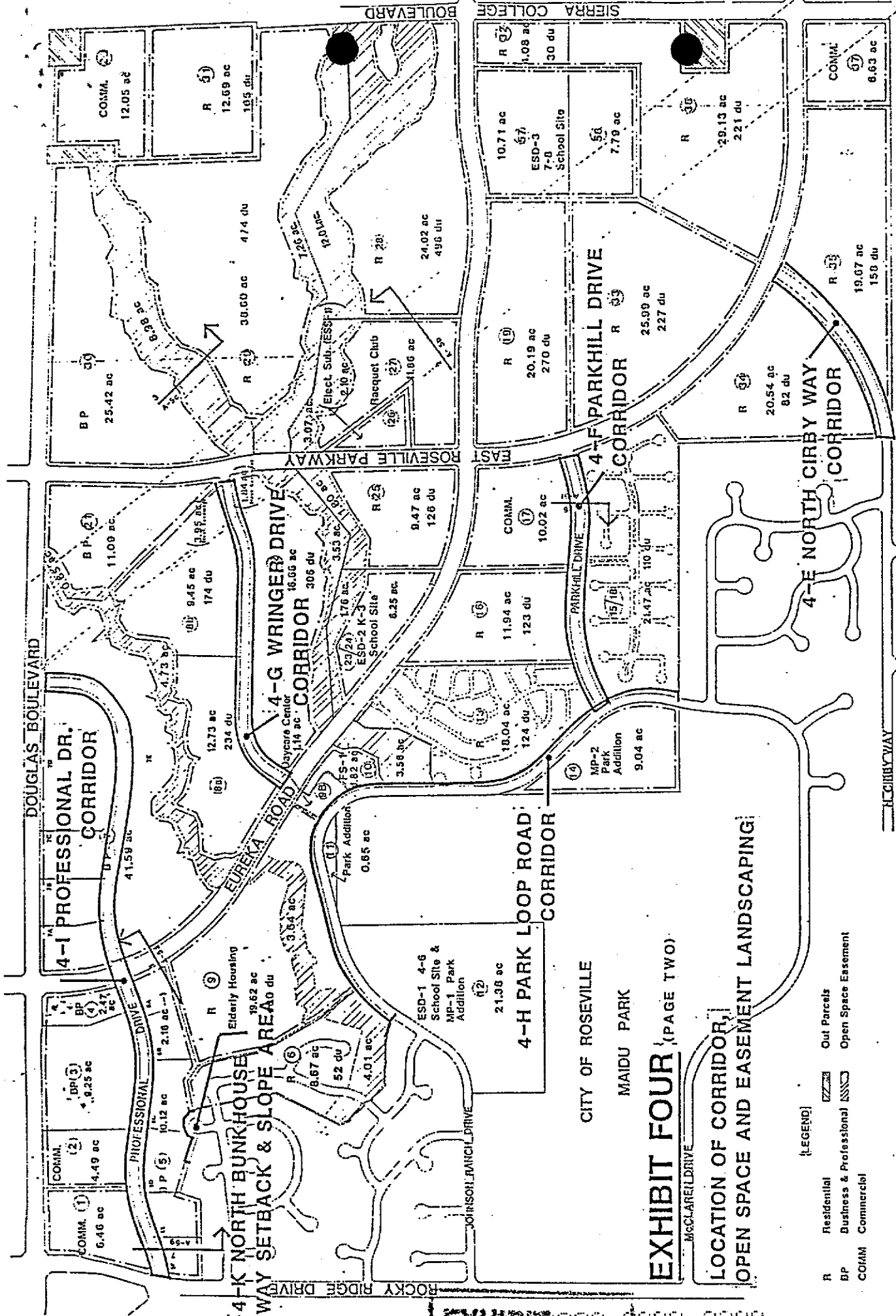


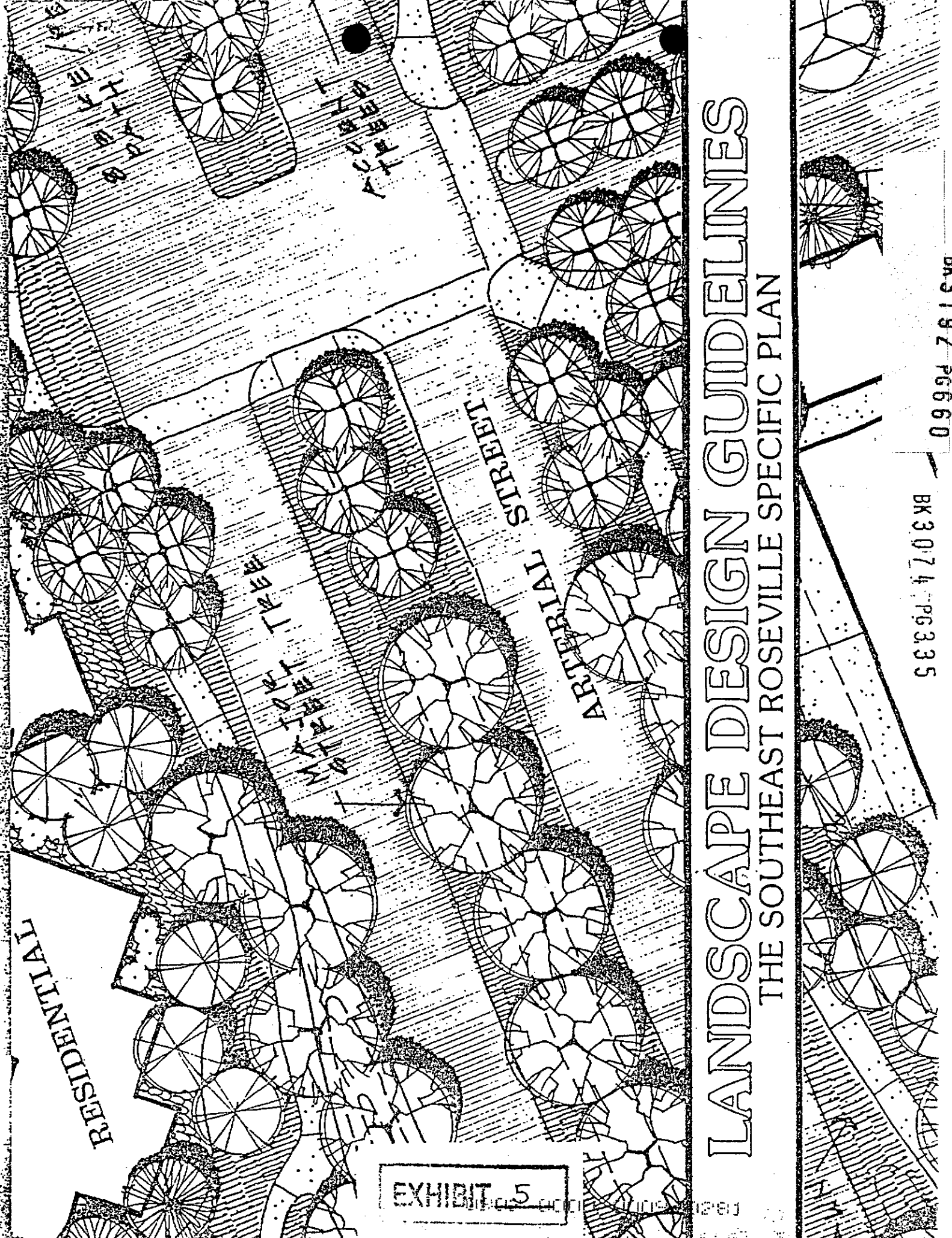
EXHIBIT FOUR (PAGE TWO)

LOCATION OF CORRIDOR,
OPEN SPACE AND EASEMENT LANDSCAPING

- (LEGEND)
- R Residential
 - BP Business & Professional
 - COMM Commercial
 - Out Parcels
 - Open Space Easement

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE, CALIFORNIA
 DAVID WARD ASSOCIATES
 WILLIAMS PINCKON ARCHITECTURAL ASSOCIATES
 DATE ADOPTED FEBRUARY 20, 1985
 0 200 400 600 800 1000
 NORTH



LANDSCAPE DESIGN GUIDELINES

THE SOUTHEAST ROSEVILLE SPECIFIC PLAN

EXHIBIT 5

BK 3192 PG 660

BK 3074 PG 335

BK307 337

28-20 6000 10000 2080

LANDSCAPE DESIGN GUIDELINES

THE SOUTHEAST ROSEVILLE SPECIFIC PLAN

Prepared by:
TOM SMITH ASSOCIATES
Landscape Architects/Planners

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and Tom Smith Associates. All rights
reserved, including the right to reproduce
this book or portions thereof in any form.
© 1985

BK3192 PG662

REGIONAL PERSPECTIVE 4

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Southeast Roseville Specific Plan
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BK3074:PG3:38c

BK3192 PG663

BK 3192 PG 664

BN 3014 F0000

2025 RELEASE UNDER E.O. 14176

INTRODUCTION

Who Is Preparing The Study and Why?

Coker-Ewing, a real estate development company, in Roseville, California, commissioned David Wade & Associates in 1983 to study the site and prepare a land use plan for its development. The plan was developed in cooperation with the City of Roseville and approved by the City Council in February 1985.

Tom Smith Associates, landscape architects and planners, was commissioned to develop landscape guidelines for the plan. These guidelines set forth landscaping concepts for street frontages and open space corridors in the Southeast Roseville Specific Plan area.

These efforts culminated in the publication of this booklet — a "roadmap" for landowners and residents to improve their community, in response to a greater interest in the quality of the environment and a higher regard for urban visual appearance.

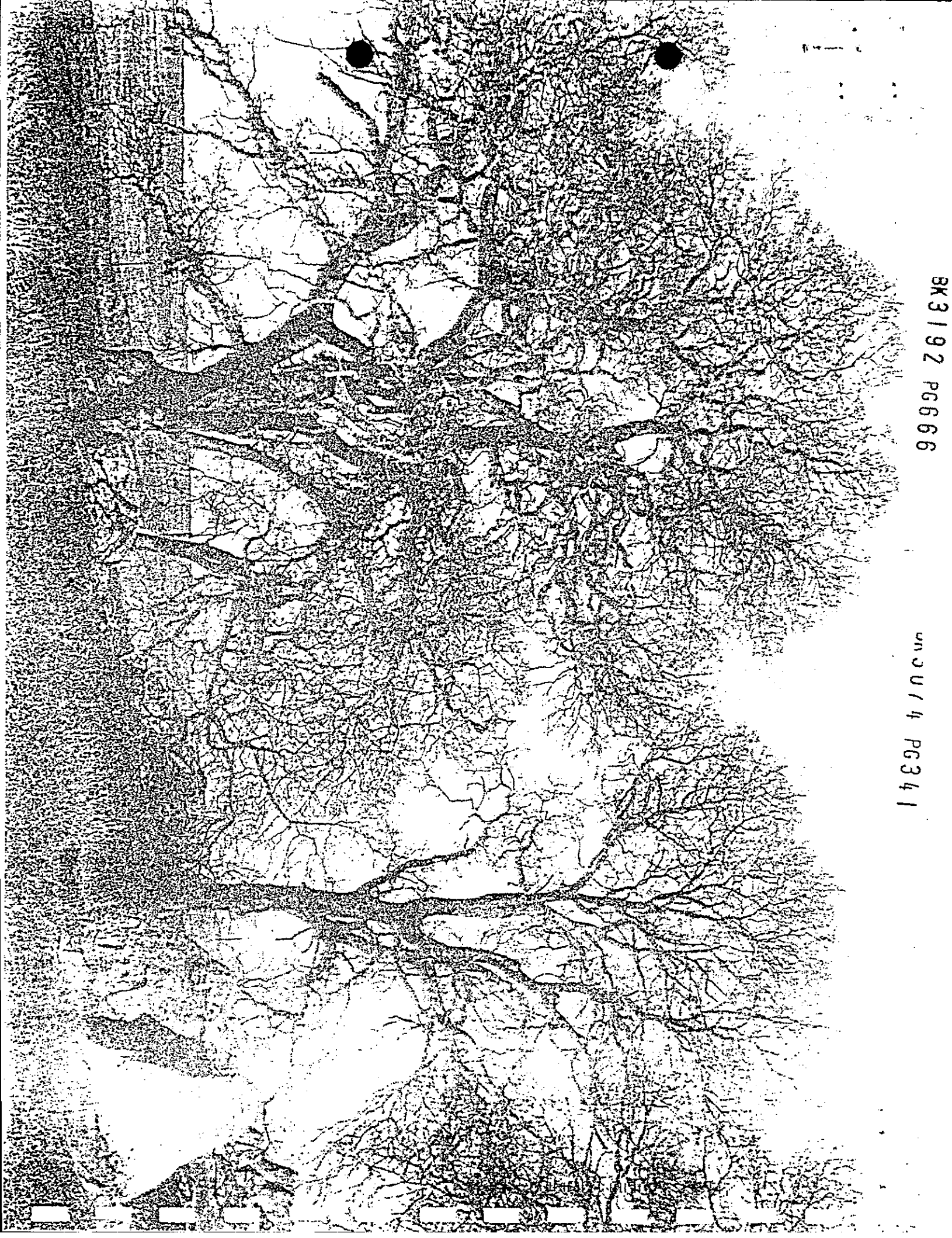
Objectives and Goals

- To coordinate and unify the urban landscape in the Specific Plan area thereby creating an attractive, healthy community.
- To provide information and understanding of the natural landscape and its environmental factors so that plant materials can be appropriately selected and properly used in planning the urban forest landscape.
- To help unify diverse architectural structures by "requiring specific street trees" along the defined street corridors and "suggesting" subordinate landscape materials that will compliment the required street tree plantings.

Implementation

It will be the responsibility of individual property owner(s) within the Southeast Roseville Specific Plan area to conform to the landscaping design guidelines in preparation of their landscaping plans. The City of Roseville requires a licensed landscape architect to prepare the landscape plans according to these guidelines and the Covenants, Conditions and Restrictions recorded against each property.

According to the C.C. & R.'s, the Southeast Roseville Specific Plan area has been divided into three specific landscape maintenance zones. A landscape maintenance committee will be formed per the C.C. & R.'s for each zone to approve landscaping plans. The committee will also be responsible for the maintenance of the landscaped scenic corridors contiguous to major roads and the open space/floodway areas within each zone. The use and development of the scenic corridors is restricted to the sole and perpetual use as a scenic landscaped corridor. Those who are to benefit and use the roadside landscaped scenic corridors and the open space/floodway areas are defined in the C.C. & R.'s.



BK3192 PG666

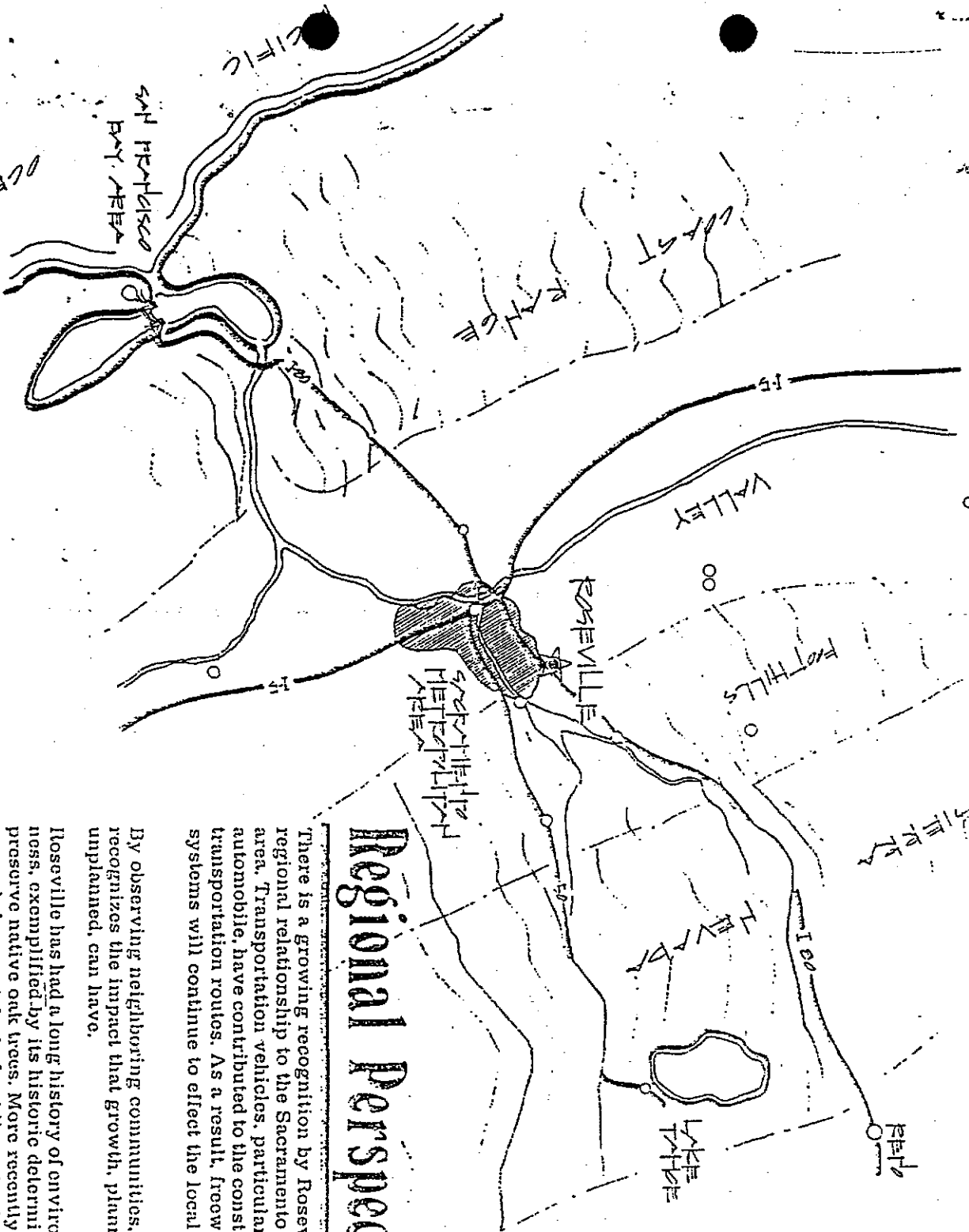
000014 PG341

PROJECT DESCRIPTION

1. Regional Perspective
2. Site Definition
3. Environmental Conditions
 - a. Climate
 - b. Topography
 - c. Soils
 - d. Existing Vegetation



5820 6000 0000 2080

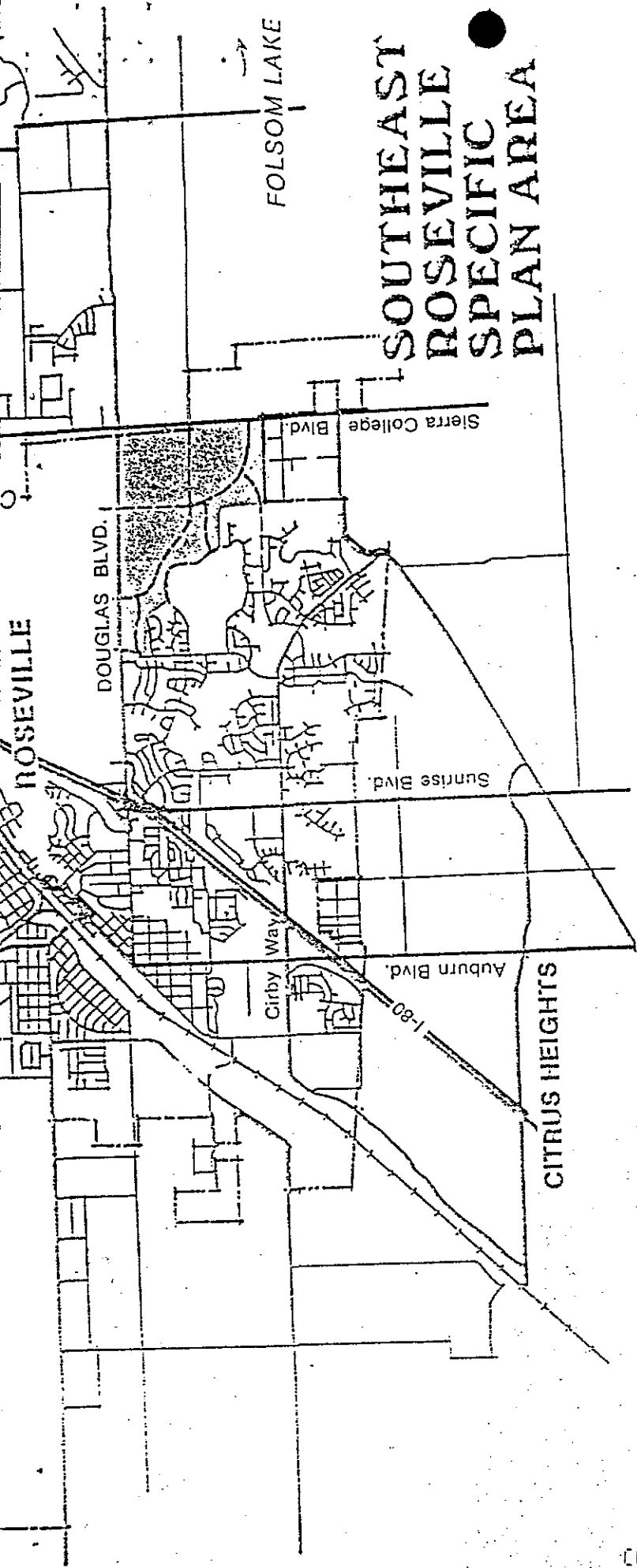


Regional Perspective

There is a growing recognition by Roseville of its regional relationship to the Sacramento metropolitan area. Transportation vehicles, particularly the automobile, have contributed to the construction of major transportation routes. As a result, freeways and street systems will continue to effect the local environment.

By observing neighboring communities, Roseville recognizes the impact that growth, planned and unplanned, can have.

Roseville has had a long history of environmental awareness, exemplified by its historic determination to preserve native oak trees. More recently, the city has expended a great deal of public and private energy in an effort to understand and plan for the future. Hopefully, this effort will ensure a healthy, attractive environment for its citizens and future populations.



**SOUTHEAST
ROSEVILLE
SPECIFIC
PLAN AREA**

BK3192 PG669 BK3074 PG344



1980 5000 0000 2080
0802 0000 0008 0290

Site Definition

These guidelines relate to the development of 637 acres of land in the southeast area of Roseville. The site is bounded on the north and east by Douglas Boulevard and Sierra College Boulevard, respectively. The Roseville City limits define the southernmost edge. Maidu Regional Park, the Hunting Oaks subdivision and the Johnson Ranch subdivision form the boundary on the west.

The site is transected east to west by Strap Ravine and by a branch of Clrby Creek. A powerline easement crosses the site from northwest to southwest. These two corridors — floodway and utility — together with the planned street system, are the major elements of these guidelines.




LEGEND

-  475' WIDE UTILITY EASEMENT
-  OPEN SPACE FLOODWAY CORRIDOR




LAND USES

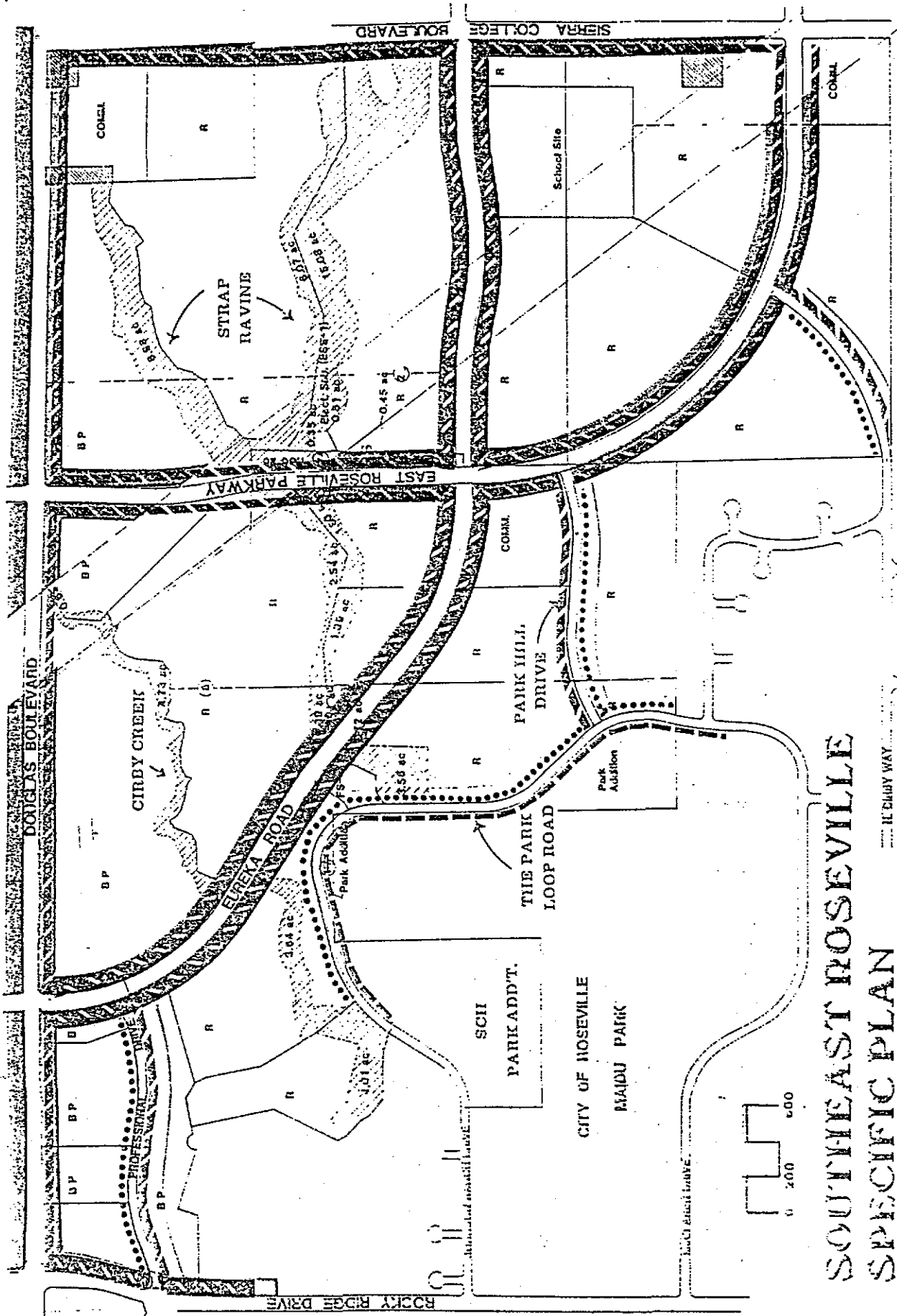
- BUSINESS PARK (BP)
- COMMERCIAL (COMM)
- ELECTRICAL SUB-STATION (ES)
- FIRE STATION (FS)
- RESIDENTIAL (i.e. R-1, 4 units per acre)
- SCHOOL (SCH)

MAJOR EASEMENTS

-  50' WIDE ROADSIDE LANDSCAPE
-  35' WIDE ROADSIDE LANDSCAPE
-  25' WIDE ROADSIDE LANDSCAPE EASEMENT

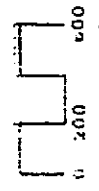
BICYCLE AND PEDESTRIAN ROUTES

-  8' WIDE MEANDERING BIKE PATH
-  5' WIDE MEANDERING PEDESTRIAN PATH
-  10' WIDE MEANDERING BIKE PATH



SOUTHEAST ROSEVILLE SPECIFIC PLAN PROJECT MAP

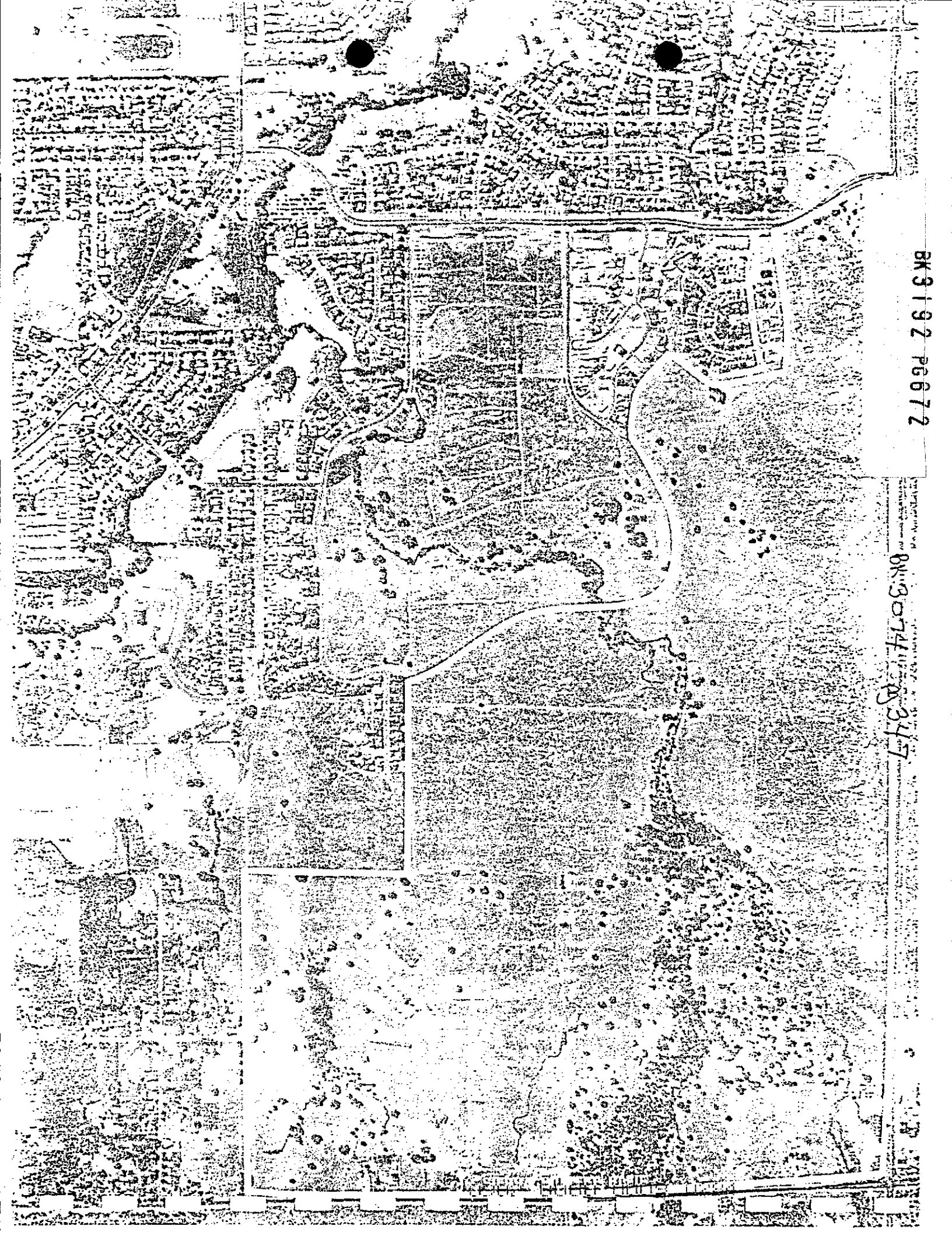
- BP Business & Professional
- R Residential
- COMM Commercial
- COLLEGE College
- EGP (H) Open Space Establishment
- Out Parcel



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BK 3192 PG 672

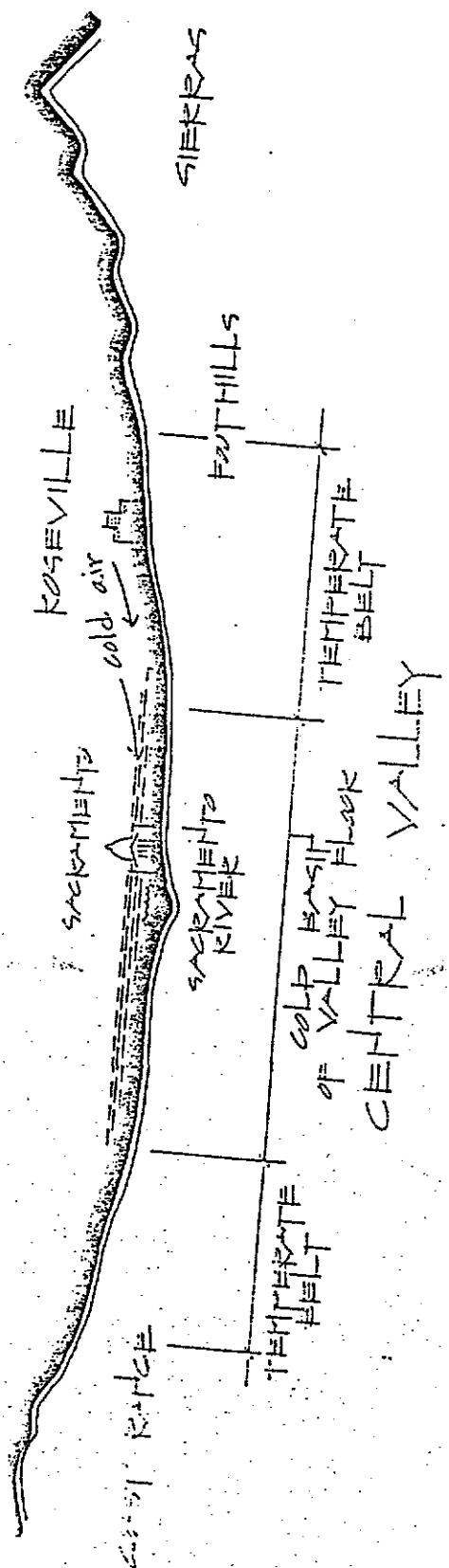
BK 3074 PG 347



The central valley is located in one of the world's five Mediterranean climate regions. Its most notable feature is hot, dry summers and rainy winters (with frequent overcast of little fog). Roseville is situated in a temperate 'thermal belt' on the valley edge above the 'cold basin' on the valley floor. Due to these characteristics, the area lends itself to commercial citrus tree growing.

Mild frosts in winter create limitations for some plant selections. The winter cold, however, is adequate to satisfy the dormancy requirements of deciduous fruit trees. The winter lows range from 28 - 18°F, with record lows from 21 - 15°F. The growing season is about 270 days (March 1st to December 1st).

- Average annual temperature 63°F
- Average minimum temperature 39°F
- Average maximum temperature 96°F
- Average rainfall 20 inches/yr.
- Average site elevation 200 ft. above sea level






TOPOGRAPHY

The site lies on a transitional zone between the valley and the Sierra foothills. Characteristics of both areas are reflected in the site's plant communities and soil types.

The site is typically gently rolling land with occasional steep slopes created by erosion with winter runoff. It slopes generally from the northeast to the southwest.

The site is drained by Strap Ravine, which enters on the eastern edge at Sierra College Blvd., and continues off-site on the western edge into the proposed Maidu park. Strap Ravine ultimately joins with Dry Creek, which flows through downtown Roseville, continuing on into the Valley basin (creek flow: Strap Ravine - Linda Creek - Cirby Creek - Dry Creek - and so forth.)

LEGEND

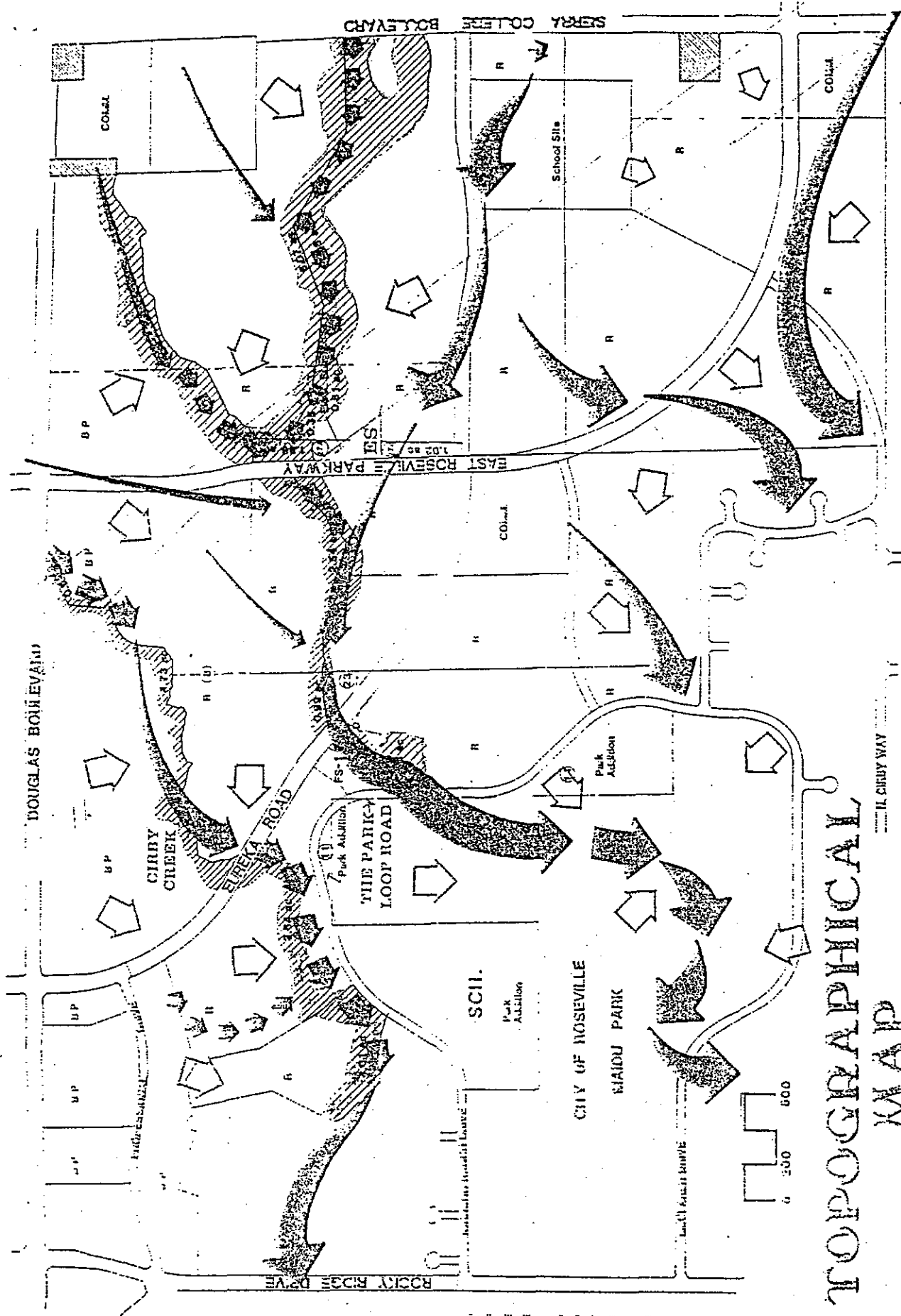
-  DRAINAGE FLOW LINE
-  GENERAL SLOPE
-  OPEN SPACE/FLOODWAY CORRIDORS

Oak and rock combine to create the unique character of this landscape.

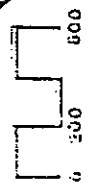


0297 0009 0000 0002

0296 0009 0000 0001



II Residential
 BP Business & Professional
 COLM Commercial
 R (D) Recreational
 R (P) Park Addition
 S School Site
 COLM College



TOPOGRAPHICAL MAP

BK3192 PG675

BK3074 PG350

8620 6000 0000 2050

SOILS

BK 3192 P6676

BK 3074 PG 351

The following soils information is for general site reference. Individual site development soils reports should be obtained for landscape planning. These reports should contain chemical and organic information so that a landscape architect can determine proper planting and soil amendment treatment. Both ornamental planting and building foundation soils reports are useful for determining chemical and structural soil composition. The objective is to insure the healthy, uniform growth of plant materials in varying quality of soils and geologic conditions.

FOOTHILL SOILS

Shallow soils over volcanic rock - The foothill soils on the northern edge of the site pose significant limitations on landscape plantings, as well as building construction. They are typically shallow soils, somewhat excessively drained or well drained cobbly loams overlying volcanic rock. This rock may range from 12" to several feet below the ground. These limitations may necessitate special planting and drainage techniques, i.e., drain lines, soil fill and mounding, drainage hole drilling, extra-large planting holes, etc. As stated above, the developer should obtain a localized report to determine individual site conditions.

VALLEY TERRACE AND ALLUVIAL SOILS

Loam soils - These soils predominate on the site. They are generally well drained, moderately deep to deep over a claypan or hardpan. They have a sandy loam, silt loam, or loam surface layer over a dense clay subsoil which has a very slow permeability. Most of these soils pose limitations on building construction (low strength and shrink-swell potential) and must be accommodated in the design process.

Gravelly loam soils - These soils are typical of higher valley terraces. Unlike the loam soils above, these soils have a gravelly loam surface layer.

Wet clay soils - A poorly drained clay soil exists in the top northeast corner of the site, which poses severe limitations for building construction and must be accommodated in the design process.

Creek soils - Recent alluvial soils of Strap Ravine and other drainage corridors are frequently flooded by winter runoff and have a high hazard of erosion. Most of these areas will be appropriately undeveloped and preserved as open space under the specific plan. Flood plain areas extending into developed areas call for adequate flood control measures. These soils are variable — gravelly

LEGEND

FOOTHILL SOILS
SHALLOW SOILS OVER VOLCANIC ROCK

VALLEY TERRACE AND ALLUVIAL SOILS

LOAM SOILS

GRAVELLY LOAM SOILS

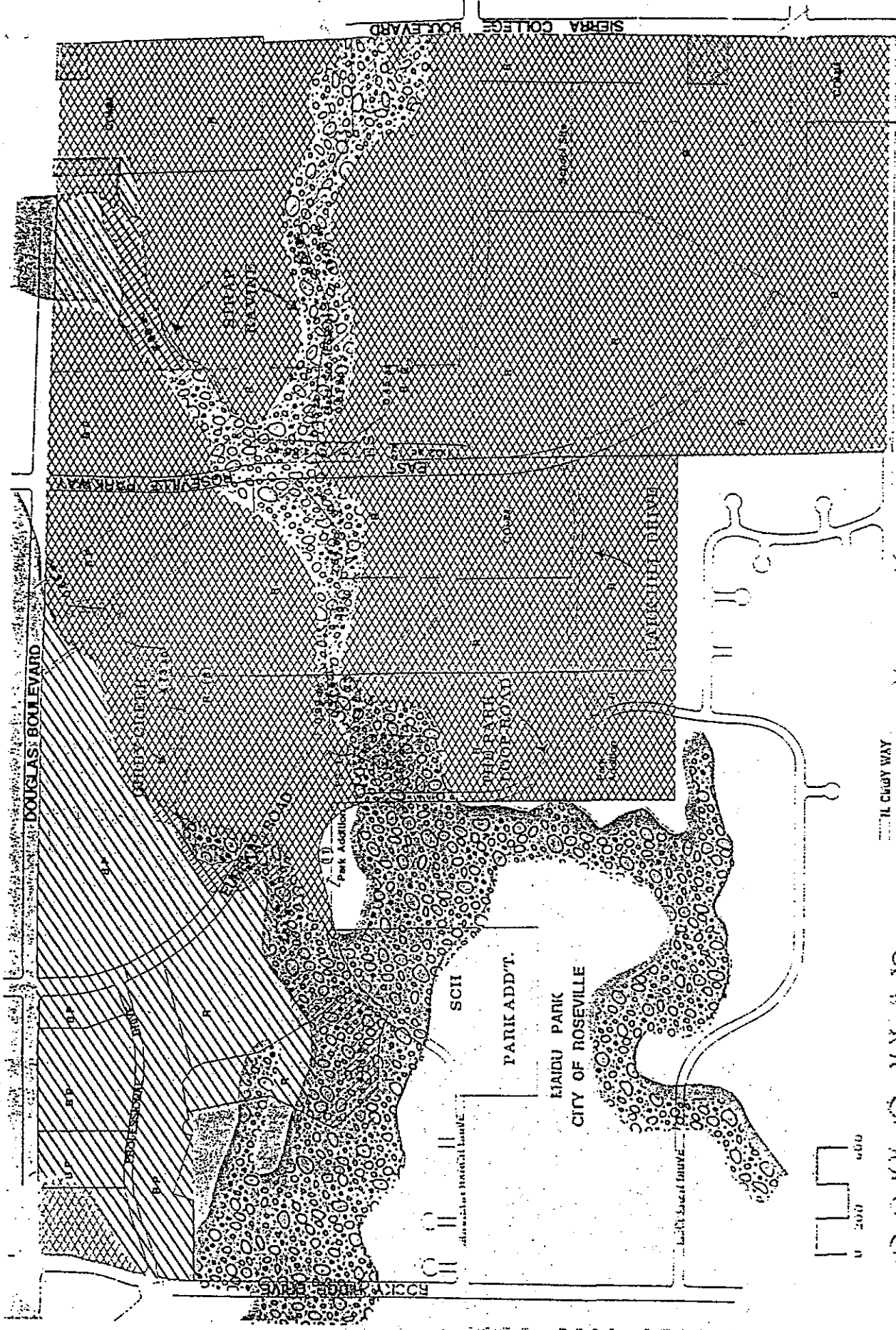
WET CLAY

CREEK SOILS

PLACER-MINED CREEK SOILS

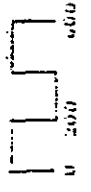
sandy loams, Gravelly loams, and Gravelly clay loams that generally grade to sand and gravel with increasing depth.

Placer-mined creek soils - The upper portion of Strap Ravine has been placer mined in the last century. It is typically stony with frequent falling piles and hummocks. The hazard of erosion, soil depth and other characteristics are highly variable. Stoniness poses special problems for landscape construction and planting.



0000 6000 0000 0000 0000

SOILS MAP



11 CRY WAY

- II Residential
- III Business & Professional
- IV Commercial
- V Educational
- VI Open Space
- VII Other
- VIII
- IX
- X
- XI
- XII
- XIII
- XIV
- XV
- XVI
- XVII
- XVIII
- XIX
- XX
- XXI
- XXII
- XXIII
- XXIV
- XXV
- XXVI
- XXVII
- XXVIII
- XXIX
- XXX

BK3192 PG677 BK3074 PG352

EXISTING VEGETATION

The site has existing vegetation characteristics of both the valley and the foothills. There are three distinct native plant communities within the Southeast Roseville Specific Plan which exemplify existing vegetation.

Valley Grassland

The southeast Roseville area is typically grassland with fewer trees than many other parts of Roseville. The winter rains turn the grassland green followed by spring wildflowers. After rainless summer days, the grass turns to golden yellow which contrasts with the dark green foliage of scattered native oaks. The ground cover consists of grasses, herbaceous perennials and annuals. Native oaks include Blue Oak (*Quercus douglasii*) and Valley Oak (*Q. lobata*).

Foothill / Oak Woodland

This area consists mostly of large native oak groves that dominate the plant community of the valley and foothills. They are an integral part of the natural landscape. The trees consist of Foothill Pine (*Pinus sabiniana*), Blue Oak (*Quercus douglasii*), Valley Oak (*Q. lobata*), and Interior Live Oak (*Q. wislizenii*). The shrub understory includes ceanothus species, toyon and manzanita.

Drainage Corridors

A major feature of the Southeast Roseville Specific Plan is its natural drainage system. There are two distinct drainage corridor systems.

- Open Grassland: typified by sparse tree cover. Some sections are open, becoming part of the rolling valley grasslands. Others are dotted by native oaks.

- Wooded: typified by substantial existing shrub and tree cover. On the project site there are two distinctive channels. One has a low, wide profile to the east side of the plan area; the other is more of a typical creek channel. It generally has a steeper profile, deep in some places with some wet pockets and small pools. Vegetation in these areas consists of Foothill Pine (*Pinus sabiniana*), Western Cottonwood (*Populus fremontii*), Interior Live Oak (*Quercus wislizenii*), willows (*Salix* sp.), with an understory including scrub oaks (*Quercus* sp.), smaller willows (*Salix* sp.), wild rose (*Rosa* sp.) and blackberry.

LEGEND

EXISTING VEGETATION



VALLEY GRASSLAND WITH SCATTERED OAKS



OAK WOODLAND



RIPARIAN WOODLAND



SPARSE RIPARIAN WOODLAND/ SCRUB COVER

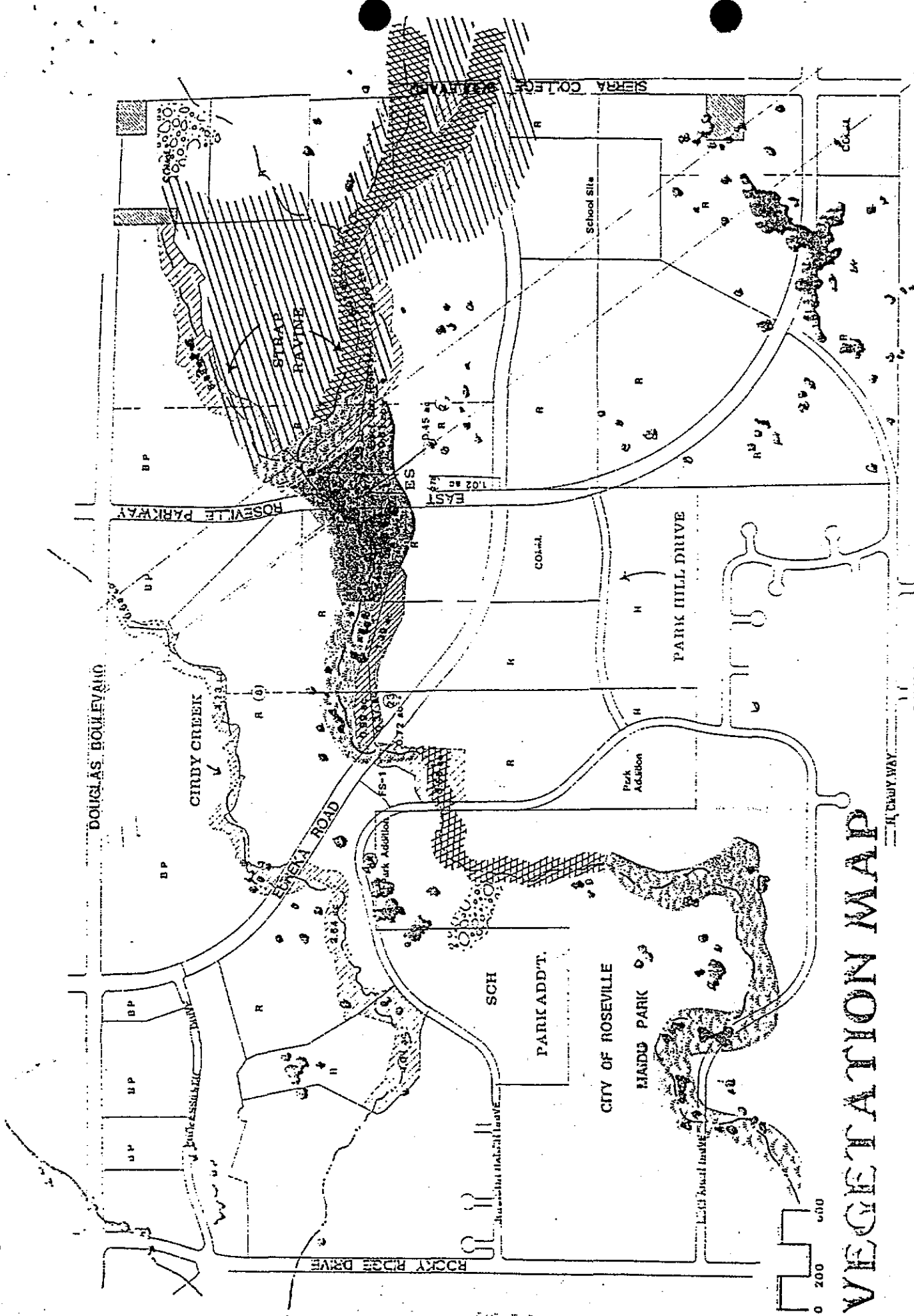


CULTIVATED LAND



SEASONAL MARSH/ WET LOWLAND

1000 2000 3000 4000 5000



VEGETATION MAP

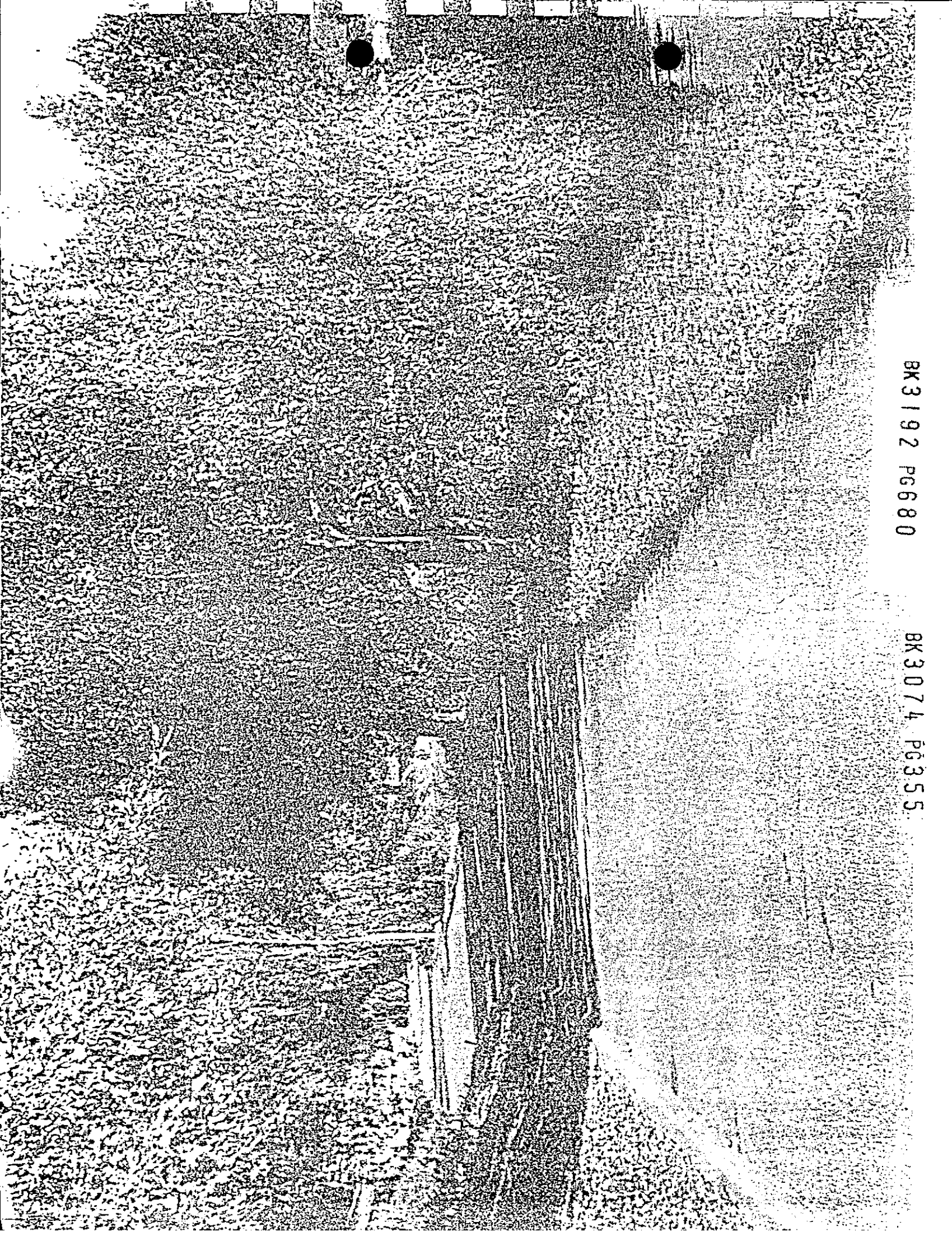
- LEGEND
- BP Business & Professional
 - R Residential
 - COM Commercial
 - SCH School
 - Park Addition
 - Sch Addt.
 - Utility
 - Open Space Easement

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BK3074 P6354

BK3192 Pg680

BK3074 Pg355



THE URBAN FOREST

The Urban Forest Concept

Whenever large numbers of people are grouped closely together in an urban environment, numerous landscape decisions must be made to accommodate their specific needs. With a lack of dominating natural topographical features or vegetation (i.e., steep terrain or expansive bodies of water, which influence or force alternative) unusual practices can be exerted resulting in poor planning decisions.

Evidence can be seen in our valley areas. The rigid street grid that characterizes downtown Sacramento reflects its origins as a speculative venture laid out at the beginnings of the gold rush. Economic expediency and short-term thinking continue to be the guiding spirit behind most development. The street remains the most dominant element in the city; the narrow public corridor along its edge our only open space, aside from large parks and schoolyards. Commercial and suburban residential areas have spread monotonously over the land, ignoring its small-scale features. Creeks have been channelized or buried out of sight in underground conduits, small marshes filled, stone outcroppings leveled, individual trees perhaps hundreds of years old removed. Consequently, a weak 'urban fabric' has been established. Neighborhoods lack character; spaces lack definition.

The opportunity is great, however, in new areas of development to avoid the same mistakes. A diversity of open spaces, building arrangements and streetscapes can be provided which places emphasis on people and the livability of this urban environment.

The urban forest concept removes focus from a single plant material and suggests that, collectively, urban street trees, shrubs and ground covers comprise a forest which requires systematic planning and management. Public, quasi-public and private areas require unique planting treatments that need to be integrated carefully with one another.

POSD 5000 0000 2082

In the Specific Plan area, for example, there are two distinct and important areas of development. One is the major floodways, which will be maintained as private open space corridors; the other is designated roadside landscape easements. The planting requirements for these areas are quite different. The vegetation in the open space floodways must retain water runoff and protect wildlife habitats. These plantings are characterized by dense thickets and groves of Oak, Alder and Cottonwood.

In comparison, roadside plantings include groupings of broad shade trees such as Ash and Sycamore to cool expanses of asphalt accented with evergreens and shrubs that screen for privacy. Where roads and floodways cross, there is a demand for special consideration.

Rather than creating abrupt boundaries through the use of fences, roads or plant materials, spaces should visually connect together. This can be achieved through the use of landscape "greens" and repetition of trees. The visual connection can further be strengthened by the use of meandering pedestrian/bicycle paths located away from the edge of busy streets. Near floodways, the orientation of buildings should be toward the open space rather than to streets.

This document recommends specific landscape treatment for open space/floodway corridors, streets, and utility easements.

Residential areas, schools, parks, plazas, malls and parking areas are also considered but with less specificity.

The following are benefits that can be realized through implementation of the urban forest concept.

ROLES OF THE URBAN FOREST

Visual Roles:

- Unifies architectural diversity.
- Provides a human scale for tall buildings or large expanses of paving.
- Creates natural textures that soften urban surfaces.
- Delineates spaces through directing or enclosing views.
- Screens undesirable views, helping to define and organize public and private spaces.
- Provides an aesthetically pleasing environment by adhering to the basic artistic principles of color, form, texture and repetition.
- Helps blend and harmonize the urban form into a more natural setting.

Environmental Notes:

- Improves air quality by replenishing oxygen and reducing smog.
- Conserves energy by shading homes, office buildings, roads, and parking lots.
- Creates micro-climates and tempers harshness of the environment by providing shade for hard surfaces which in turn will reduce reflected heat.
- Serves as an effective wind break.
- Reduces surface runoff of water; water is taken up by roots and carried through leaves.

Psychological Health and Community Well Being:

- Enhances the environment making it a more pleasing place for people to work and live.
- Moderates the climate, thus demonstrating a response to human needs.
- Provides for close-up plant observation and introduces a scale to which humans can relate.
- Unity of landscape reflects community and regional identity.
- Creates a potential for community involvement.

Economic considerations:

- Improves property values by improving the appearance of neighborhoods.
- Promotes business by improving image and public acceptance.
- Produces energy savings by reducing mechanical air conditioning demands and costs.

Plant Selection Criteria

Improper selection of plant materials has frequently occurred in areas of urban development, and plantings are often sparse and unrelated. As a result, buildings remain out of scale, parking areas and streets are too harsh and neighborhoods lack identity and privacy. One of the major reasons these situations exist is due to a "missing link" in our community planning process. That missing link is landscape architectural planning on a community-wide basis.

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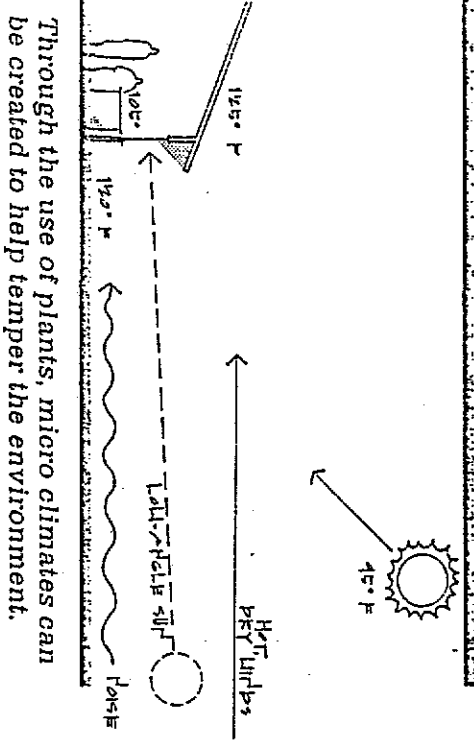
The following report serves as a guide for the development of the urban forest within the Southeast Roseville Plan. Hopefully, it will help serve other growing areas within the community.

Selecting the right plant for the right place is a design problem to be solved. The subjective approach of choosing favorite plants is usually unsatisfactory.

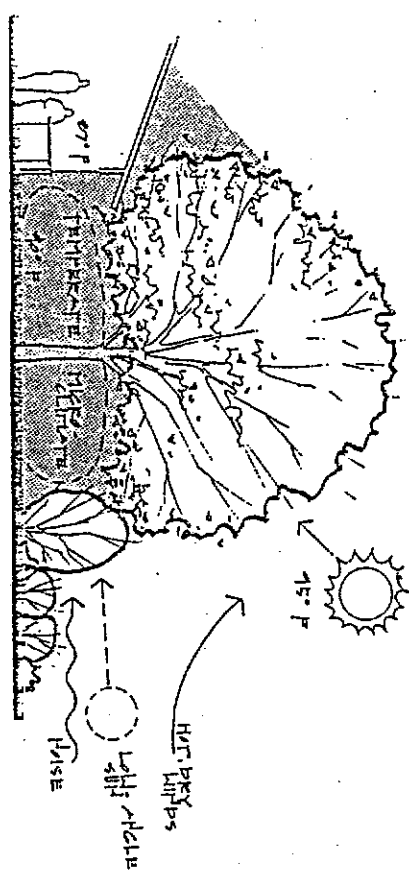
Instead, by using a more objective, rational process, the selection of trees and other plants can be made easily with more effective results. In a design problem, we identify the purposes the plant or plant materials are to serve. To do that, the criteria to be fulfilled by the plant must be known. This is how we select a car, a house or make many other major decisions.

More specifically, plants can be considered to have three major categories of selection criteria:

1. visual (aesthetic),
 2. functional (utilitarian),
 3. cultural (horticultural or ecological).
- All of these factors are interrelated for any planting situation. One or more may be dominant in a particular instance, but all must be considered. By defining more clearly what these factors imply, we can determine how they may be applied to any one planting design problem.



Through the use of plants, micro climates can be created to help temper the environment.



FASTIGIATE

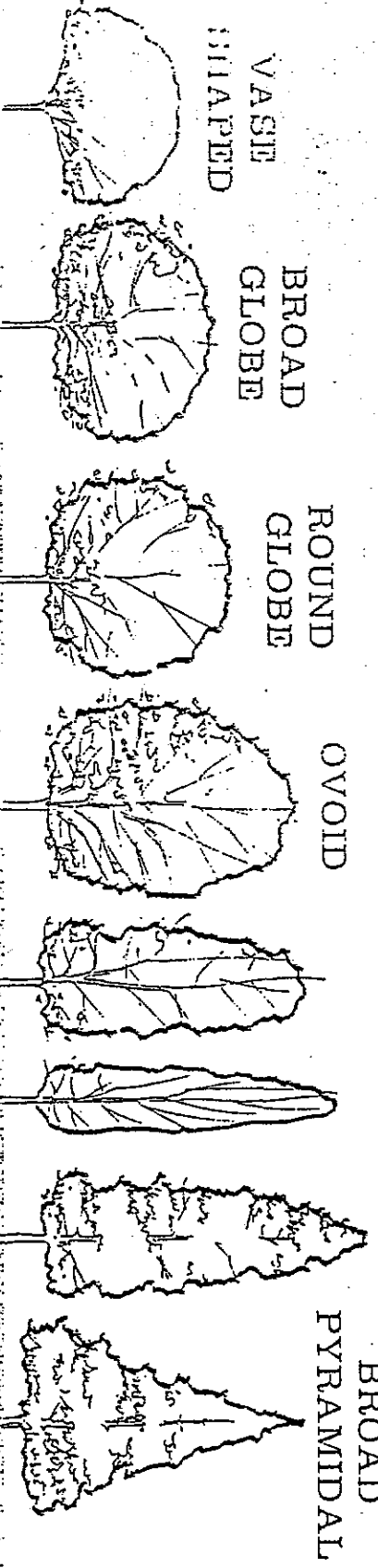
COLUMNAR CONICAL BROAD

PYRAMIDAL

OVOID

BROAD GLOBE

VASE SHAPED



TREE FORM VARIATIONS

8999d 2613ms

8539d 4706ms

30510 8000 0000 20510

VISUAL CRITERIA

Plants are design elements just as any other materials. Each has its own inherent visual characteristics. These include form, color, texture, as well as seasonal changes such as fall color, spring flowers, and bare winter forms. In combination these give plants their own character. Some are bright and lively; others are dark and somber. Each has a visual impact in the landscape.

The factor of time must be considered when evaluating the visual quality of plants, particularly form. Trees, for example, change shape as they mature. Young trees may look quite different from older ones of the same species. Also, the ultimate size of mature trees must be considered in relation to the spaces they occupy. Major surgery when trees outgrow their spaces is a poor substitute for appropriate tree selection.

Traditionally, the conceptual use of shrub material has been underestimated or most often, not fully understood. Shrubs share many goals in common with trees in their usefulness, but at a different level. Because shrubs are viewed at eye level, they play a predominant role in how people perceive outdoor spaces. Shrubs can effectively be used as a tool in establishing necessary spatial relationships between public and private areas. In order to accomplish this, proper selection must be made in regard to the eventual size of the shrub.

There are three main areas to consider when choosing shrub material for a desired visual effect. They are: (1) form — it should be in agreement with its surroundings. For example, for a sloped bank, a shrub with a rounded, spreading form will be more pleasing. In most situations, shrubs should not be considered individually, but rather in masses which play an architectural role. This consideration is extremely important for plantings away from buildings where they must stand alone, being viewed from all directions; (2) texture — because shrubs have different size and numbers of leaves, they each possess a characteristic texture. These textures can be used effectively to create a pleasing effect. They can stimulate or contrast building textures in general, or emphasize specific features. Masses of shrubs can be used to contrast or compliment other masses for visual interest; (3) color — design principles for using colors also apply for shrub selection.

Small round-headed flowering cherries are used in this residential setting in combination with the upright form of a liquidambar.

BK3074 PG359

BK3192 PG684

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Similar to choosing buildings with interior or exterior colors, shrubs have the same color design considerations. They possess an array of various reds, blues, yellows and greens which need to be used in agreement.

Ground covers are an integral part of the urban forest. Because we always have a superior view of these plants, they are more two dimensional. Their lines and forms are easily recognizable to the viewer, as a result, their relationship to other surfaces takes on additional significance. They can be used effectively to visually connect different types of spaces. When the plant material is simple, it is generally more effective in visually tying an area together.

The most common types of ground covers used in the urban environment are lawn and foliage. Too often the major reason for selection is based on maintenance considerations rather than functional and/or aesthetic criteria. Visually, color and texture are the most important considerations. If an area to be planted is large, a finer textured material should be used in smaller spaces. Hard textured materials can be used in smaller spaces. Fine and coarse textures can be used in smaller spaces. Generally, if there are harsh urban surfaces to soften, a medium to fine texture will be best suited. Color is also important. One of the reasons lawns work effectively along roadways or in parking areas is because of their light pleasing green. Also, light colored foliage will reduce glare and encourage for darker areas. Darker foliage will reduce reflected light from its leaves for bright areas.

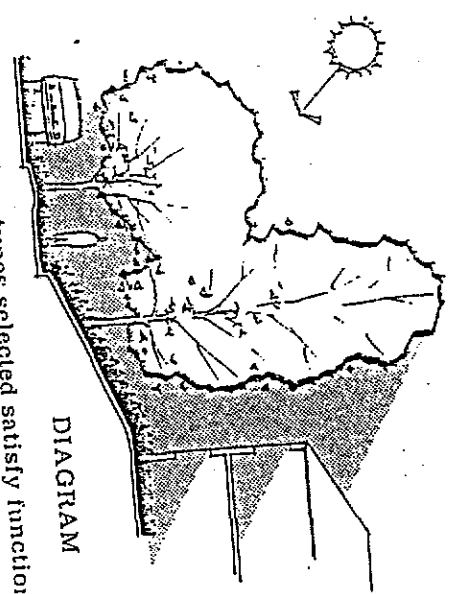
FUNCTIONAL CRITERIA

Plants can and do serve many functions in the landscape. Traditionally we have focused on their aesthetic qualities. Recently, however, many functional roles have become recognized in landscape architecture and environmental planning. Many of these areas are environmentally related to plant form.

Trees can be classified as architectural elements to define spaces similar to building spaces. They can be used to provide a canopy (ceiling) over a space or define its edge (walls or screens). A broad-spreading, round-headed tree casts a large shadow and can serve as a canopy tree. A narrow, upright tree that branches close to the ground can serve as a visual barrier or screen. The degree of screening depends upon the density of the trees and their spacing in the ground.

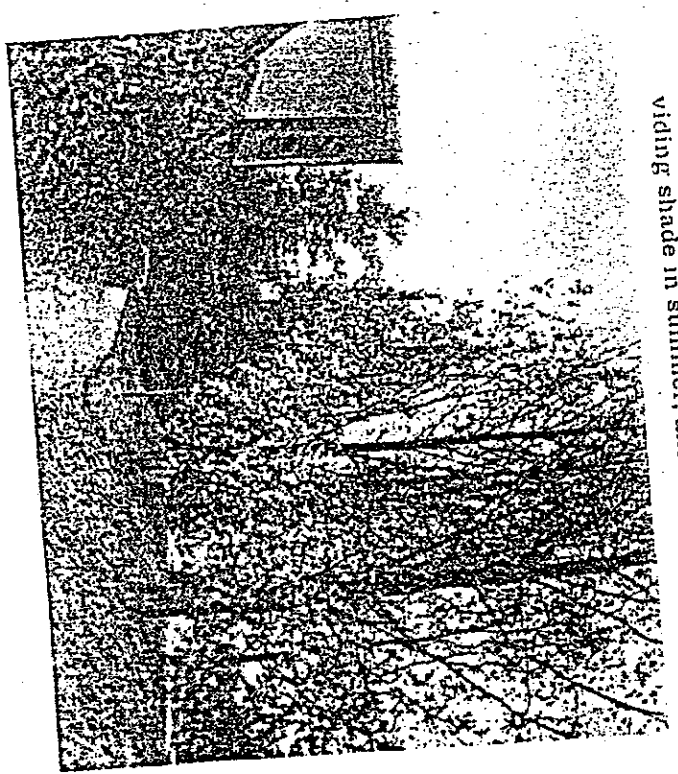
Environmental control functions of plants have created great interest recently. These include climate control (air conditioning), acoustical control (noise buffering) and atmospheric purification. Of these, climate control

is one of the most important. Size and form are important selection criteria.



DIAGRAM

The two tree types selected satisfy functional criteria — small rounded form shades walk, tall upright form shades apartment building. Both trees are deciduous, providing shade in summer, and sun in winter.



Top: Trees are used in combination with earth berms to buffer homes from an arterial street. Evergreen shrubs on left screen walkway from adjacent parking.

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 BK392 6685 8K3074 PG360

Although research has concluded that plants can be used to reduce noise, a few do little more than block the noise source and are not effective unless used in large quantities. All plants help purify the air through filtration of dust, absorption of carbon dioxide and other pollutants and generation of oxygen. This is sufficient reason to plant masses of plants in urban areas.

The functional usefulness of shrubs cannot be ignored. They are effective for privacy screening and can be used similar to structural screens. They unobtrusively screen undesirable views to streets, parking and service areas. They can delineate automobile and pedestrian circulation by repetition and accenting, making it less confusing for the viewer. To effectively address the functional criteria, a thorough knowledge of plant materials is required. A qualified landscape architect should be employed to make these decisions.

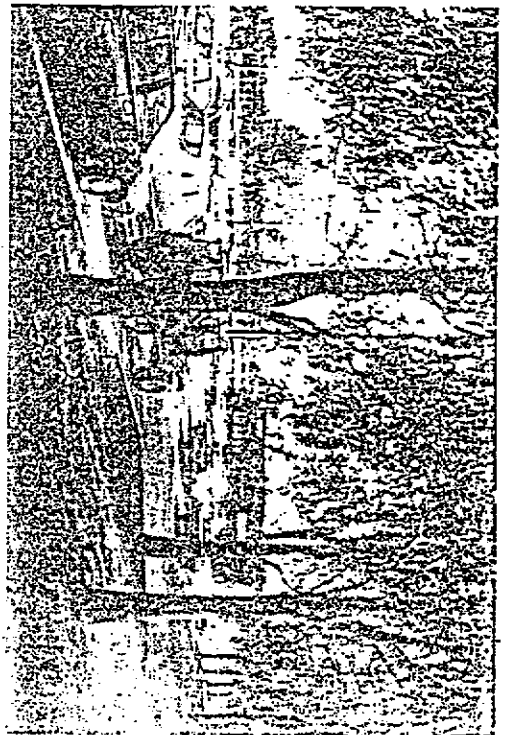
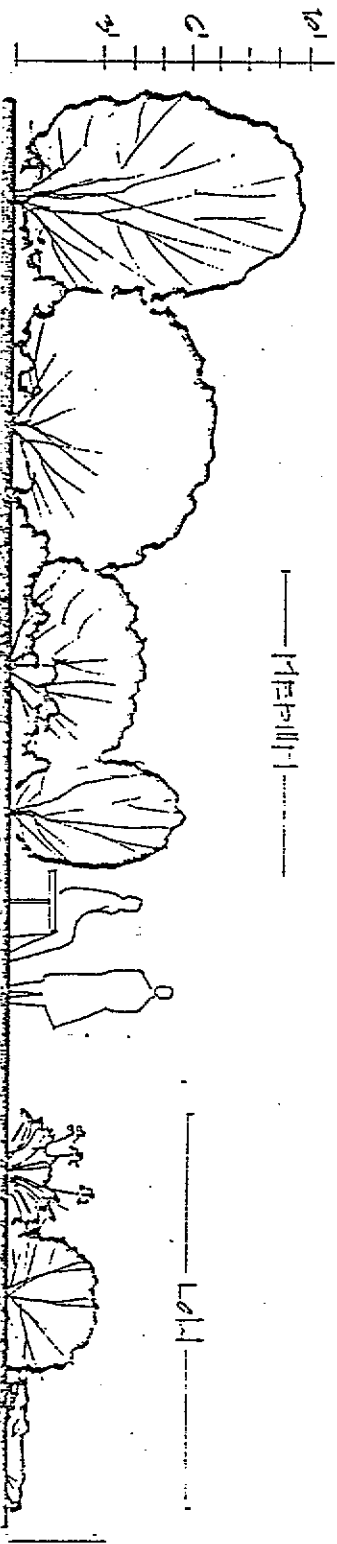
Ground covers are effective for use on slopes for soil stabilization. For maintenance, as a rule of thumb, slopes that exceed 2:1 should have a foliage type cover. Lawns can be used up to a 3:1 slope. Larger areas should use lawn to facilitate various activities. Foliage cover eliminates the possibility for practical use and they are better suited for smaller, hard to get at areas or accent points.

High mounding shrubs (ceanothus) used to screen walk from street and utility structure. (Ceanothus is also horticulturally compatible with existing native oaks.)

———— HIGH ————

———— MEDIUM ————

———— LOW ————



The large, round-headed form and fast-growing habit of these ash, make them suitable parking shade trees.



GENERAL SHRUB FORMS AND SIZES 9899d 261EX8

HORTICULTURAL CRITERIA

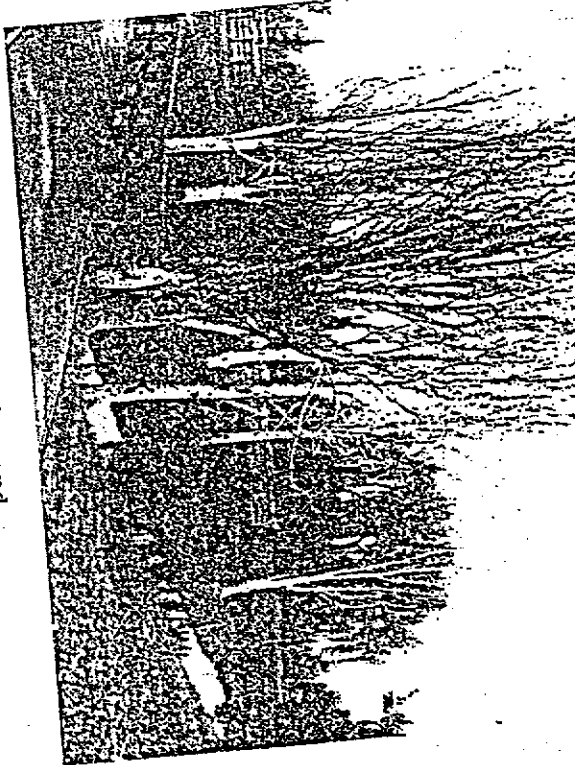
The ultimate test of the success of any planting depends upon the survival of the plants. Each has its own set of tolerances and preferences which determines its horticultural suitability. Ecologically, plants adapt to more or less specific habitats based primarily upon climate and soil types. By matching these habitats as closely as possible in a new environment, greater success is assured.

We can modify a plant's environment horticulturally to better suit its needs. Water is the most common modification. Irrigation broadens the range of plants we grow in California.

Water is a limited resource in California and drought remains a recurrent environmental condition which should be addressed within the overall landscape design. All watering systems should be designed to properly conserve water and minimize runoff, and drought tolerance considered when making plant selections. Conservation techniques should be explored, such as the use of drip irrigation for temporary plantings. Waste-waters from buildings (i.e., air conditioning systems, etc.) should be encouraged to be used for irrigation purposes.

Maintenance is an important consideration. If the degree or quality of maintenance can be determined ahead of time, suitable plants can be selected. This is an essential criteria to be carefully considered in the design of landscape plantings. In essence, the plants used should be selected to match the growing conditions and degree of maintenance to be anticipated.

NOTE: We would like to express our sincere appreciation to Russell A. Healty, for his contributions to this section (see Bibliography)



top: Creekside planting of willow and lombardy poplar, both suitable riparian species. Strong columnar forms of the poplar visually mark a bridge crossing.



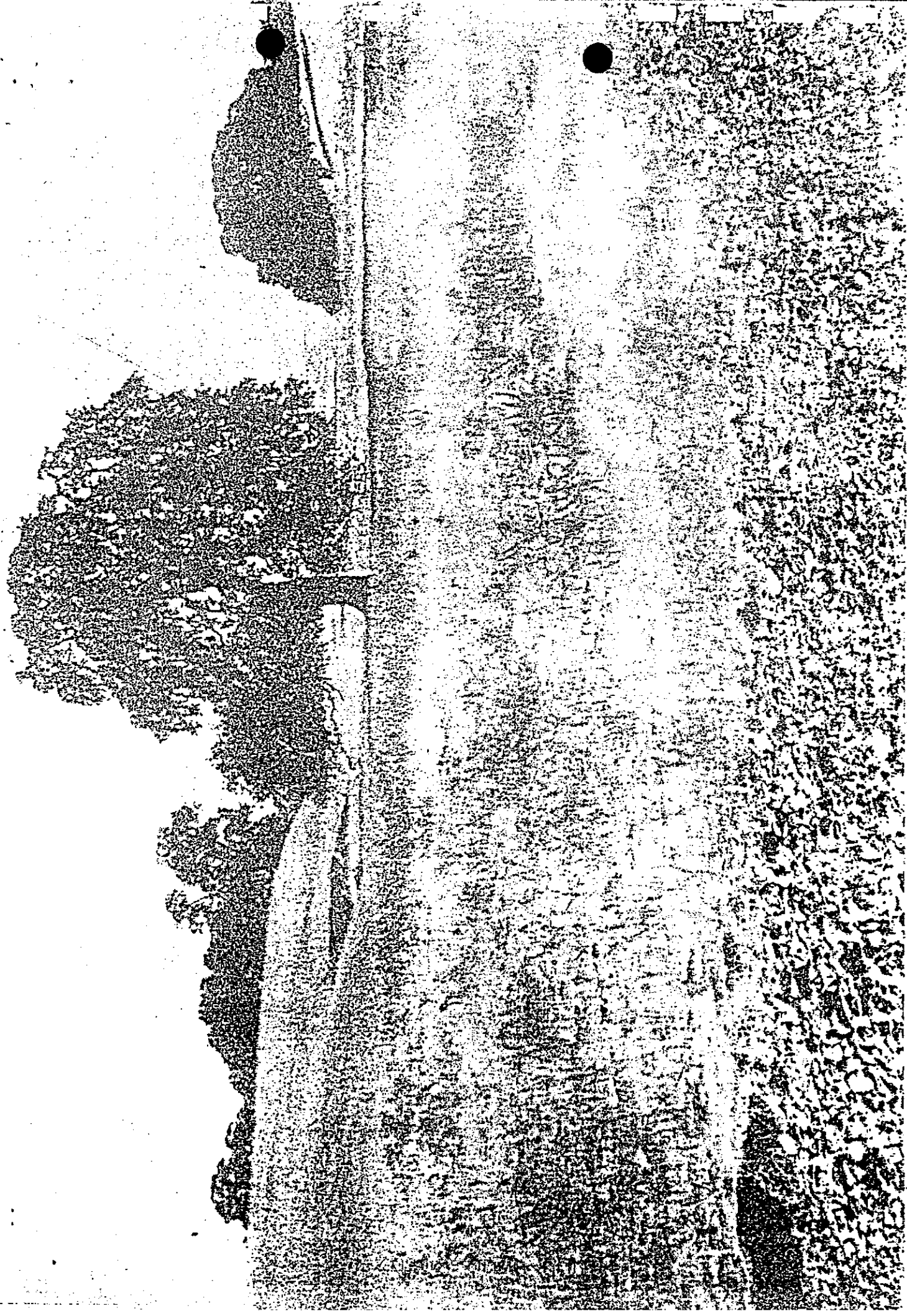
bottom: Plantings under native oaks must be compatible with the tree's horticultural requirements. Drought tolerant natives and non-natives were used to minimize water needs.

29694 4703XB

78994 2613XB

BK3192 PG688

BK3074 PG363



PLANNING THE URBAN FOREST

Components of the

Urban Forest Landscape

1. Valley Grasslands
2. Foothill/Oak/Woodland
3. Open Space/Floodway Corridors:
 - a. Oak Grassland Floodway
 - b. Wooded Floodway
4. Streets:
 - a. Arterial
 - b. Collector (commercial and community)
 - c. Local (neighborhood)
5. Plazas, Malls and Pedestrian Walkways
6. Parking Areas
7. Residential Areas
8. Schools, Parks and Churches
9. Special Area: Utility Easement

OPPIN VALLEY GRASSLAND 4 9 3 9 d 4 2 0 3 K 8
6 8 9 9 d 2 6 1 3 K 8

VALLEY GRASSLAND

The land in this area will be substantially developed. There are few if any existing trees, no natural drainage ways, and relatively level or gently rolling terrain. Development goals include visually and functionally inter-relating land uses and spaces with the help of the urban forest concept. Proceeding sections provide guidelines for this area in relation to land use.

FOOTHILL/OAK WOODLAND

A major concern in developing these areas is the preservation of existing oaks. These trees should be protected as a valuable link with the native landscape. Urban development threatens these native oaks by improper site planning and from lack of horticultural knowledge concerning their specific requirements. Preserved oaks must receive proper care if they are to remain healthy.



GUIDELINES

- Specific trees or groves should be recommended to be preserved at the outset of the development of projects.
- Non-natives can be introduced in oak plantings if compatible both visually and horticulturally. The look of an oak woodland can be achieved by using trees and plants other than oaks.
- Form — Select trees or understory shrubs which repeat the rounded forms. Avoid conical tree forms that disrupt the inherent harmony of the rounded woodland.
- Color — Select plants with medium to dark green foliage. Bright light green foliage sharply contrasts the dark green values of oaks.
- Special considerations:
 - A careful review is recommended of oak tree health by a qualified arborist. Proper site planning is required in certain areas having abundant native oaks.
 - Where stands of oaks are clustered around large rock out-croppings, they should be treated as small neighborhood open areas.
 - Tree protection and preservation:
 - When development near an oak tree is necessary, a number of precautionary measures must be taken.
 - Dangers to native oaks:
 - Too much water promotes crown rot and root fungus destroying the tree's root system. The problem is caused by irrigation under the dripline or changes to the existing drainage pattern by surrounding development.
 - Harm to the tree through soil manipulation under the dripline can be caused by the following:
 - Soil cuts and physical root loss.
 - Soil fills and compaction that cuts off oxygen supply to the roots.
 - Refer to city standards and book entitled Native Oaks: Our Valley Heritage for complete discussion of native oaks and detailed guidelines. (see Bibliography)
 - top: oak preservation in a new housing development in Citrus Heights, CA. Interlocking pavers were used under oaks to maintain a porous surface for water percolation into soil.
 - bottom: Native stands of oak in areas of site designated for residential development.

COMPATIBLE TREES FOR OAK WOODLANDS

Plant Name deciduous/
broadleaf shade drought
evergreen tolerance tolerance

* <i>Ascalus californica</i> California Buckeye	deciduous	good	good
<i>Asculus currae</i> Red-flowering Horseshoeplant	deciduous	poor	fair
<i>Arbutus meno</i> Strawberry Tree	broadleaf	fair	good
* <i>Benadhus arboreus</i> Pallidleaf Ceanothus	broadleaf	fair	good
Ca. 'Ray Hartman' Ceanothus variety	broadleaf	fair	good
* <i>Cercis occidentalis</i> Western Redbud	deciduous	poor	good
<i>Crataegus 'Autumn Cherry' - Hawthorn variety</i>	deciduous	poor	good
* <i>Heteromeles arbutifolia</i> 'Yoyon	broadleaf	good	good
<i>Pieracina chinensis</i> Chinese Pistache	deciduous	poor	good
<i>Pyrus kawakami</i> Evergreen Pear	semi-dec.	good	fair
* <i>Quercus wislizeni</i> Interior Live Oak	broadleaf	fair	good
<i>Q. exoniata</i> Scarlet Oak	deciduous	fair	fair
* <i>Q. kelloggii</i> Black Oak	deciduous	fair	good
* <i>Q. lobata</i> Valley Oak	deciduous	fair	good
<i>Q. rubra</i> Red Oak	deciduous	fair	fair
<i>Q. suber</i> Cork Oak	broadleaf	fair	good
<i>Robinia pseudoacacia</i> Black Locust	deciduous	good	good

COMPATIBLE SHRUBS FOR OAK WOODLANDS

California Natives deciduous/
broadleaf shade
Plant Name evergreen tolerance

HIGH SHRUBS (6 to 20'):

<i>Ascalus californica</i> California Buckeye	deciduous	good
<i>Ceanothus a. 'Ray Hartman'</i> Ceanothus variety	broadleaf	fair
<i>Cercis occidentalis</i> Western Redbud	deciduous	poor
<i>Cercocarpus betuloides</i> Mountain Mahogany	broadleaf	fair
<i>Fremontodendron californica</i> Flannel Bush	broadleaf	poor
<i>Heteromeles arbutifolia</i> 'Yoyon	broadleaf	good
<i>Prunus ilicifolia</i> Hollyleaf Cherry	broadleaf	good
<i>Quercus dumosa</i> California Scrub Oak	broadleaf	good
<i>Rhamnus californica</i> Coffeeberry	broadleaf	good
<i>Rhus ovata</i> Sugar bush	broadleaf	fair

MEDIUM SHRUBS (3 to 6'):

<i>Carpenteria californica</i> Bush Anemone	broadleaf	good
<i>Ceanothus 'Concha'</i> 'Joyce Coulter' 'Julia Phelps' Ceanothus varieties	broadleaf	fair
<i>Muhornia aquifolium</i> Oregon Grape	broadleaf	good
<i>Rhamnus californica</i> 'Eve Case' - Coffeeberry variety	broadleaf	good
<i>R. sanguinum</i> Pink-flowered Currant	deciduous	good
<i>R. speciosum</i> Pinchita-flowering Gooseberry	broadleaf	good

Note: California natives indicated by asterisk (*)

9933d 4203X8

Romneya coulteri
Matilija Poppy

*perennial poor

1699d 2613X8

0000 0000 0000 0000



Cottonwood within the Strap Ravine Floodway near Sierra College Blvd. (Such plantings will be retained.)

opposite page: Oak grove within the Cirby Creek floodway.

OPEN SPACE/FLOODWAY CORRIDORS

There are two types of floodway corridors on the site. One is open oak grassland; the other, wooded with various trees and thickets.

These areas have been designated to remain as permanent open space. As a result, this network provides an excellent opportunity to blend this landscape system with planned urban landscape.

GOALS

- To maintain the creek channel in its natural state as much as possible.
- To consider the corridors as a 'backbone' of open space to which the surrounding land uses might orient. Explore private use by adjoining residents or workers for picnicking, biking, walking, etc.
- To use 100 year flood data and other hydrological information in designing the corridor for various uses and landscaping.
- To provide private pedestrian/bike paths which connect with adjoining land uses. If general public access is allowed, policing issues should be studied and resolved.

GUIDELINES

- Consult hydrologist to determine impact of planned development. Increased runoff will require erosion control techniques (i.e., rip-rap, etc.) which need to be integrated with the overall landscape design. Emphasis is placed on drainage solutions which conform to the natural character of the landscape and minimize change to the existing state of the creek channel.
- Encourage use of on-site retention areas to minimize off-site runoff and to replenish local ground water.
- Use levee-berming as landscape element to be used as a spatial organizer and land-use buffer.
- Planting treatment
 - Retain existing vegetation wherever possible.
 - Consult hydrologist to coordinate placement of trees and shrubs within floodway. Generally, density of plantings will decrease towards the main creek channel to maintain proper clearance for heavy runoff.

New planting should draw upon native and non-native riparian species.

Planting should be treated in informal groves.

Formal plantings may be introduced along corridor if warranted by special use.

Pedestrian/bike path treatment

Bike paths doubling as pedestrian walks should be 8' wide minimum.

Routes should be carefully chosen along natural grades to protect native vegetation.

The bridging of the creek channel is encouraged, but must be above peak winter runoff level.

Use smaller and more frequent crossings for pedestrian paths to encourage and provide pedestrian

Circulation for a given land use type. Avoid mixing pedestrian traffic with residential and business land uses.

Adjacent land-use treatment

Open space/floodway corridor should be accessible from residential or work areas.

Adjacent land use should be encouraged to orient out toward the riparian creek corridor rather than toward the street.

Multiple housing or business park open spaces are encouraged to connect to the corridor and related paths.

Tree plantings should be extended from the corridor into adjacent land use sites.

Nearby perimeter parking areas should not be large and continuous.



Intersection of open space/floodway corridor with street.

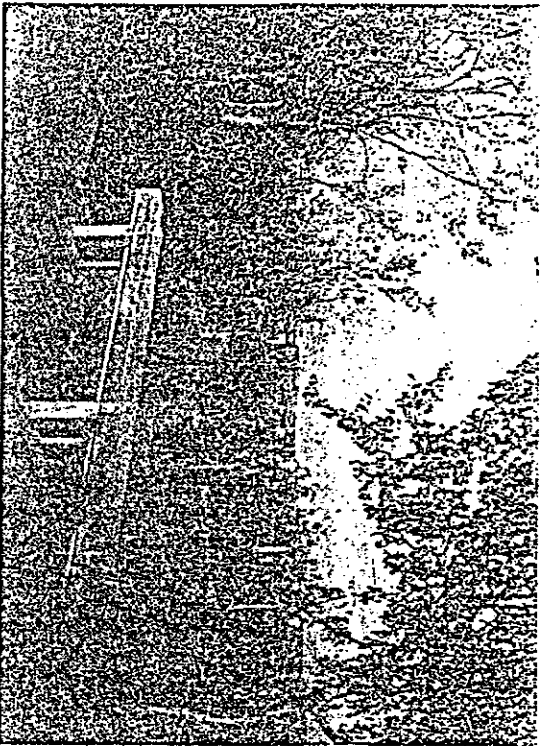
Planting treatment: accent trees should be used to reinforce views into floodway corridors. Street plantings should change to riparian species and be subordinate to major street trees.

Pedestrian/bike path: separation of the cyclist/pedestrian from the automobile should occur wherever possible. Frequent connections from adjoining land use to the creek path should be encouraged.

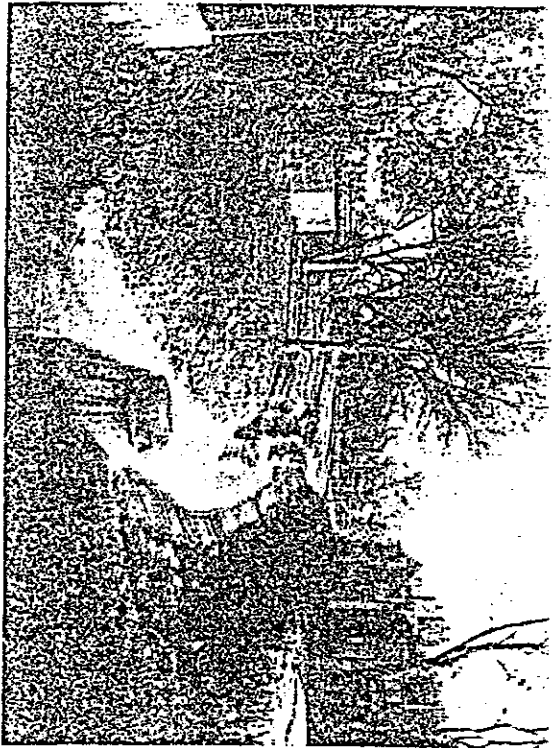


Bike/pedestrian path along Putah Creek in Davis, CA.

TREES FOR FLOODWAY PLANTING



Path crossing of drainage-way in Village Homes, a residential community in Davis, CA — the 'creek' becomes an integral part of the landscape and residential uses.



Channelized stream by Sunrise Mall, Citrus Heights — typifies the past fate of native creeks with urban development.

Plant Name	deciduous/ broadleaf evergreen	flood tolerance	drought tolerance	remarks
<i>Abies concolor</i> Italian Alder	dec	good	poor	Fast growing
<i>Alnus rhombifolia</i> White Alder	dec	good	fair	Fast growing; prefers moist areas
<i>Juglans hinnsfii</i> Black Walnut	dec	good	good	Fruit attracts birds; prone to aphids - avoid picnic areas; resistant to oak root fungus
<i>Liquidambar styraciflua</i> Sweetgum	dec	good	poor	Good fall color; upright form
<i>Alnyctemus boaria</i> Haystack	ble	good	fair	Willow-like tree
<i>Ayssa sylvatica</i> Tupelo	dec	good	poor	Good fall color
<i>Platanus racemosa</i> California Sycamore	dec	fair	good	Fast-growing; susceptible to anthracnose; may have multiple trunks
<i>Populus tremontii</i> Cottonwood (use white trees only)	dec	fair	good	Invasive roots; fall color; cover & nesting for birds; fast-growing
<i>Quercus douglasii</i> Blue Oak	dec	poor	good	Use on higher, dry slopes; acorns for wildlife; nesting
<i>Quercus lobata</i> Valley Oak	dec	fair	good	Acorns for wildlife; nesting
<i>Quercus wislizeni</i> Interior Live Oak	ble	fair	good	Acorns for wildlife; winter cover
<i>Salix babingtonia</i> Weeping Willow	dec	good	poor	Use in irrigated/moist creekside locations
<i>Salix lasiolepis</i> Red Willow	dec	good	fair	Fast-growing; cover for birds; contract grown
<i>Salix lasiolepis</i> Black Willow	dec	good	fair	Fast-growing; cover for birds; contract grown
<i>Salix lasiolepis</i> Black Willow	dec	good	fair	Fast-growing; cover for birds; contract grown
<i>Salix lasiolepis</i> Black Willow	dec	good	fair	Fast-growing; cover for birds; contract grown
<i>Salix lasiolepis</i> Black Willow	dec	good	fair	Fast-growing; cover for birds; contract grown
<i>Salix lasiolepis</i> Black Willow	dec	good	fair	Fast-growing; cover for birds; contract grown

*These trees are California natives.

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69CGD 2616KB

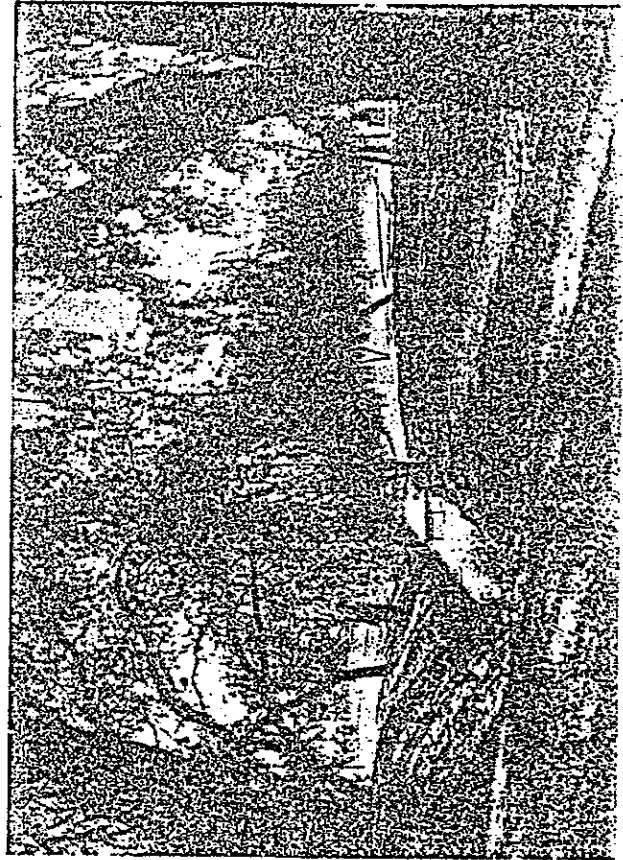
SUBORDINATE TREES FOR FLOODWAY PLANTING

TREES TO BE AVOIDED ALONG STREAMS OR DRAINAGE CHANNELS

Plant Name	deciduous broadleaf evergreen	flood tolerance	drought tolerance	remarks
* <i>Acer macrophyllum</i> Bigleaf Maple	dec	good	fair	Fall color
<i>Acer rubrum</i> Red Maple	dec	good	poor	Fall color
* <i>Asclepias californica</i> California buckeye	dec	good	good	Flowers; leaves drop in late summer (drought(terr))
<i>Aesculus californica</i> Red-flowering Horsechestnut	dec	good	fair	Flowers; slow growing
* <i>Cercis occidentalis</i> Western Redbud	dec	good	good	Flowers; fall color
<i>Crinodendron patagonicum</i> Lily-of-the-Valley Tree	bis		fair	Flowers; oak-like appearance
* <i>Fraxinus latifolia</i> Oregon Ash	dec	good	fair	Moderate availability
<i>Pistacia chinensis</i> Chinese Pistache	dec		good	Brilliant fall color; slow growing
<i>Platanus acerifolia</i> "Bloodgood" or "Yargood" London Plane Tree	dec	fair	fair	Fall color; fast growing; use w/P. racemosa at transition to development
<i>Populus nigra 'Italica'</i> Lombardy Poplar	dec	fair	fair	Columnar form; use as accent; fall color
<i>Quercus coccinea</i> Scarlet Oak	dec		fair	Fall color; slow growing
* <i>Quercus kelloggii</i> Black Oak	dec		good	Fall color; slow growing
<i>Quercus rubra</i> Red Oak	dec		fair	Fall color; slow growing
<i>Quercus suber</i> Cork Oak	bis	poor	good	Distinctive bark
<i>Rhus lancea</i> African Sumac	bis		good	Willow-like leaves
<i>Salix discolor</i> Pussywillow	dec	good	fair	Fussywillow 'flowers'
* <i>Schinus molle</i> California Pepper Tree	bis		good	Weeping form
* <i>Sequoia sempervirens</i> Coast Redwood	conifer	good	poor	Use in moist, narrow corridors w/alter, etc.
*California native.				

Acacia armata - Kangaroo Thorn
A. baileyana - Bailey Acacia
A. decurrens - Green Wattle
A. d. dealbata - Silver Wattle
A. longifolia - Golden Wattle
A. melanoxylon - Black Acacia
Allanthus altissima - Tree of Heaven
 Eucalyptus species - Eucalyptus, Gums
 Pinus species - Pines
 Populus species - White Poplar
 Prunus species - Plums
 (particularly *P. cerasifera* (Atropurpurea)
Atropurpurea) - Plums

Preserved native oaks with supplemental plantings of willow on opposite bank surrounding a children's play area. (Howe Ave. Park, Sacramento)



GROUND COVERS & VINES FOR FLOODWAY PLANTING

Plant Names	deciduous/available for evergreen	available for drought tolerance	remarks
<i>Arctostaphylos</i> 'Emerald Carpet' 'Indian Hills' Howard McMillan' <i>Chamaelirium</i> varieties	evergreen		good on slopes
<i>A. Johnstoni</i> Marbley Id. azalea	evergreen		good on slopes
<i>Antennaria californica</i> Yucca blanda	evergreen		good on heavy soils, flooded areas; contract grown, well suited to lawn-water interface
<i>Artemisia parviflora</i> 'Twin Peaks' Dw. of Coyote Bush	evergreen		good bank cover, grow mate plants
<i>Artemisia floribunda</i> Dr. Hayes Geanopsis	evergreen		good on banks; flowers
<i>Artemisia horisontalis</i> 'Chamaelirium'	evergreen		good on banks; flowers
<i>Artemisia tridentata</i> 'Tribulus'	evergreen		flowers (not showy)
<i>Artemisia tridentata</i> 'Tribulus'	evergreen		poor drought tolerance
<i>Artemisia tridentata</i> 'Tribulus'	evergreen		poor drought tolerance, flowers
<i>Artemisia tridentata</i> 'Tribulus'	evergreen		good bank cover, fair drought tolerance, small white flowers
<i>Artemisia tridentata</i> 'Tribulus'	evergreen		good drought tolerance, good on dry banks
<i>Artemisia tridentata</i> 'Tribulus'	deciduous		shade tolerant, unusual flower
<i>Artemisia tridentata</i> 'Tribulus'	deciduous		shade tolerant, bird cover, contract grown
<i>Artemisia tridentata</i> 'Tribulus'	deciduous		fall color
<i>Artemisia tridentata</i> 'Tribulus'	deciduous		
<i>Artemisia tridentata</i> 'Tribulus'	deciduous		shade tolerant, feed for animals

GROUND COVERS

VINES

<i>Artemisia tridentata</i> 'Tribulus'	deciduous		shade tolerant, unusual flower
<i>Artemisia tridentata</i> 'Tribulus'	deciduous		shade tolerant, bird cover, contract grown
<i>Artemisia tridentata</i> 'Tribulus'	deciduous		fall color
<i>Artemisia tridentata</i> 'Tribulus'	deciduous		
<i>Artemisia tridentata</i> 'Tribulus'	deciduous		shade tolerant, feed for animals

SHRUBS FOR FLOODWAY PLANTING

CALIFORNIA NATIVES

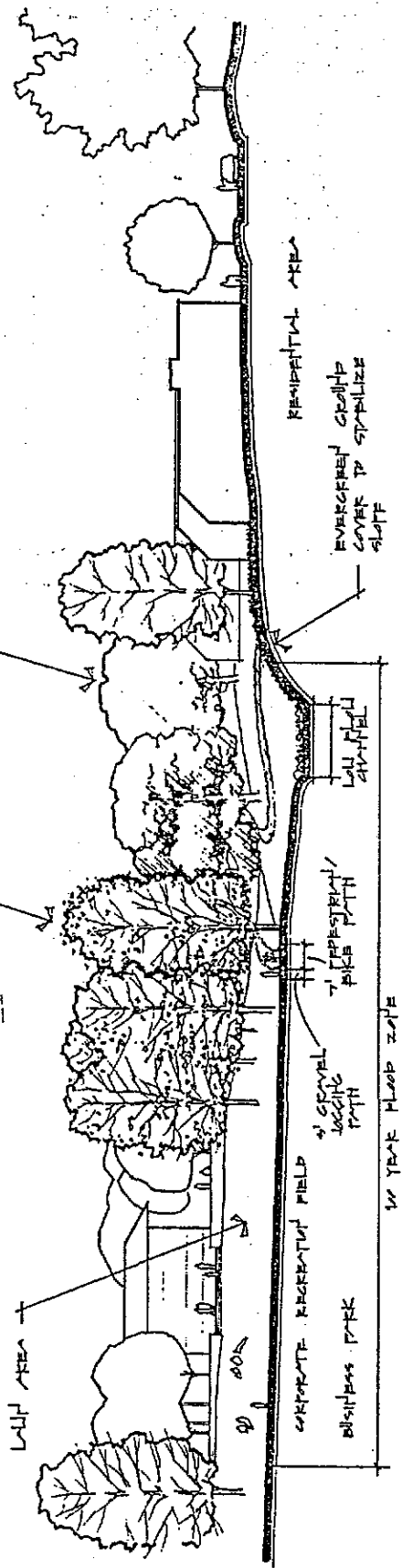
Plant Name	deciduous/ broadleaf evergreen	available for moist creosote	Plant Name	deciduous/ broadleaf evergreen	available for moist creosote
HIGH SHRUBS (6 to 20')			MEDIUM SHRUBS (3 to 8')		
<i>Aspenus californica</i> California Buckeye	deciduous	.	<i>Hibiscus californicus</i> Wild Hibiscus	*annual	.
<i>Baccharis viminea</i> Mule Fat	broadleaf	.	<i>Japinus arboreus</i> Lapine	broadleaf	.
<i>Calycanthus occidentalis</i> Western Spice Bush	deciduous	.	<i>Mahonia aquifolium</i> Oregon Grape	broadleaf	.
<i>Ceanothus 'Frosty Blue'</i> <i>'Ray Hartman'</i> Ceanothus varieties	broadleaf	.	<i>Rhamnus californica</i> 'Eve Case' Coffeeberry variety	broadleaf	.
<i>Cercis occidentalis</i> Western Redbud	deciduous	.	<i>Ribes sanguineum</i> Pink-flowered Currant	broadleaf	.
<i>Cercocarpus betuloides</i> Mountain Mahogany	broadleaf	.	<i>R. speciosum</i> Fuchsia-flowering Gauseberry	deciduous	.
<i>Cornus stolonifera</i> Red-ester Dogwood	deciduous	.	<i>Romneya coulteri</i> Matilija Poppy	broadleaf	.
<i>Fremontodendron californica</i> 'California Glory' Flannel Bush	broadleaf	.	<i>Rosa californica</i> Wild Rose	*perennial	.
<i>Heteromeles arbutifolia</i> Toyon	broadleaf	.	<i>Rubus vitifolius</i> California Blackberry	deciduous	.
<i>Prunus ilicifolia</i> Hollyleaf Cherry	broadleaf	.	LOW SHRUBS (1 to 3'): (BANK COVERS)		
<i>Quercus dumosa</i> California Scrub Oak	broadleaf	.	<i>Arctostaphylos d.</i> 'Howard McMillin' Manzanilla variety	broadleaf	.
<i>Rhamnus californica</i> Coffeeberry	broadleaf	.	<i>A. hookeri</i> Monterey Manzanilla	broadleaf	.
<i>Rhus ovata</i> Sugar Bush	broadleaf	.	<i>Baccharis pitaralis</i> 'Twin Peaks' Dwarf Coyote Bush	broadleaf	.
<i>Saxifraga hindsiana</i> Sandbar Willow	deciduous	.	<i>Ceanothus glaucosus</i> 'T. Reyes Creeper	broadleaf	.
<i>S. lasiolepis</i> Arroyo Willow	deciduous	.	<i>C. griseus horizontalis</i> Carmel Creeper	broadleaf	.
<i>Sanbucus caerulea</i> Blue Elderberry	deciduous	.	<i>Lonicera involucrata</i> Twin-berry Dush	deciduous	.
<i>S. mexicana</i> Elderberry	deciduous	.	<i>Ribes viburnifolium</i> Evergreen Currant	broadleaf	.
MEDIUM SHRUBS (3 to 6')			<i>Symphoricarpos rivularis</i> Snowberry	deciduous	.
<i>Baccharis douglasii</i> False Willow	broadleaf	.	<i>S. mollis</i> Creeeping Snowberry	deciduous	.
<i>Chenopodium californicum</i> Bush Anemone	broadleaf	.			
<i>Ceanothus 'Cranich'</i> <i>'Joyce Coulter'</i> <i>'Julia Phelps'</i> <i>'Snowball'</i> Ceanothus varieties	broadleaf	.			

*Note: For most plants grown by contract, allow 12 to 18 months for transplant stock.

SUPPLEMENTARY SHRUBS FOR FLOODWAY PLANTING

Plant Name	deciduous/ broadleaf evergreen	drought tolerance	Plant Name	deciduous broadleaf evergreen	drought tolerance
HIGH SHRUBS (6 to 20'):			LOW SHRUBS (1 to 3'):		
<i>Arbutus unedo</i> Strawberry Tree	broadleaf	good	<i>Acanthus mollis</i> Bear's Ereech	*perennial	poor
<i>Berberis darwini</i> Darwin barberry	broadleaf	fair	<i>Agapanthus africanus</i> Lily-of-the-Nile	*perennial- evergreen	fair
<i>Photinia fraseri</i> Fraser photinia	broadleaf	poor	<i>Cistus sp.</i> Rockrose	broadleaf	good
<i>Rhamnus alaternus</i> Italian Bucktorn	broadleaf	good	<i>Correa pulchella</i> Australian Fuchsia	broadleaf	fair
<i>Xylosma congestum</i> Xylosma	broadleaf	fair	<i>Hypericum bearii</i> H. moserianum Gold flower	broadleaf	poor
MEDIUM SHRUBS (3 to 6'):			<i>Moraea iridoides</i> Moraea	*perennial- evergreen	fair
<i>Abelia grandiflora</i> Abelia	broadleaf	fair	<i>Pittosporum tobira</i> 'Wheeler's Dwarf'	broadleaf	fair
A. 'Edward Goucher' Pink Abelia	broadleaf	fair	<i>Pittosporum</i> variety	broadleaf	fair
<i>Arbutus unedo</i> 'Compacta' Strawberry Tree Variety	broadleaf	good	<i>Raphiolepis indica</i> India Hawthorn	broadleaf	fair
<i>Myrsine africanus</i> African Boxwood	broadleaf	fair			
<i>Pittosporum tobira</i> Pittosporum	broadleaf	fair			
<i>Raphiolepis indica</i> Indian Hawthorn	broadleaf	fair			

OAK GRASSLAND FLOODWAY



Section/Elevation

TREES

REQUIRED STREET TREES FOR EUREKA ROAD

- Floodway:
Populus fremonti - Western Cottonwood
 Dry floodway edge:
Quercus wislizenii - Interior Live Oak

FLOODWAY TREES

- Existing:
Quercus douglasii - Blue Oak
Quercus lobata - Valley Oak
Quercus wislizenii - Interior Live Oak
- Recommended Supplementary Trees:
Alnus cordata - Italian Alder
Alnus rhombifolia - White Alder
Juglans hindsii - Black Walnut
Liquidambar styraciflua - Sweetgum
Maytenus boaria - Mayten
Salix sp. - Willow

*Native oak groves — consult plant lists for Oak Woodland, pg. 27

FLOODWAY EDGE TREES

- Recommended Supplementary Trees (in addition to native oak species):
Juglans hindsii - Black Walnut
Pistacia chinensis - Chinese Pistache
Platanus racemosa - California Sycamore
Quercus suber - Cork Oak

UNDERSTORY/GROUND PLANE

- Recommended Shrubs:
Aesculus californica - California Buckeye
Ceanothus sp. - Ceanothus
Cercis occidentalis - Western Redbud
Heteromeles arbutifolia - Toyon
Rhamnus californica - Coffeeberry
Sambucus sp. - Elderberry

Recommended Bank/Ground Covers:

- Arctostaphylos densiflora* 'Howard McMinn' - Manzanita
Baccharis pilularis 'Twin Peaks' - Dwarf Coyote Bush
Ceanothus griseus horizontalis - Carmel Creeper
Hypericum calycinum - St. Johnswort

Note: Native oak groves — use drought-tolerant ground covers (*), cobbles, wood chips, porous paving.

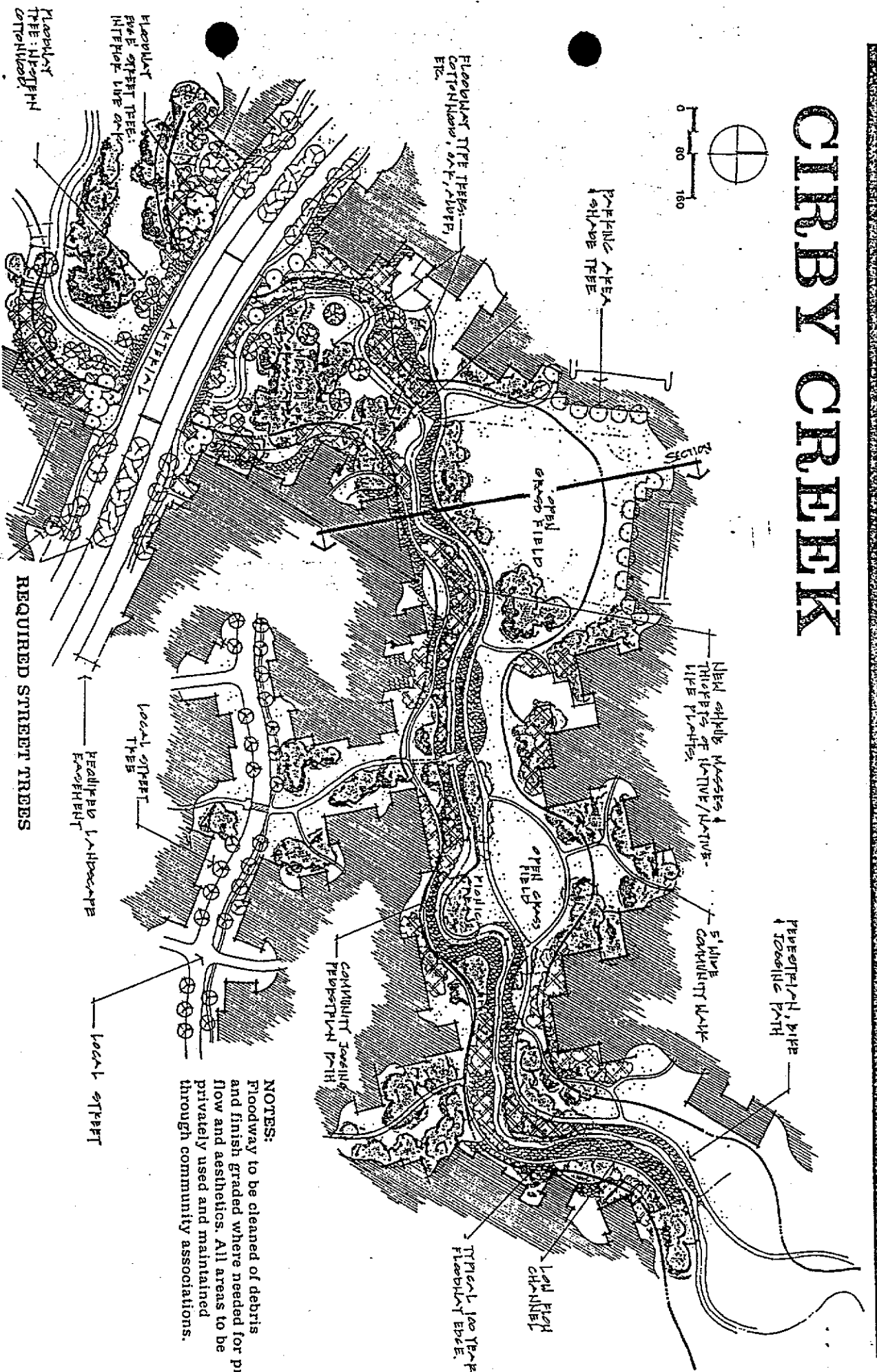
Playfields - Lawn (mowed turf)

**For further information concerning all recommendations, see plant lists.

CIRBY CREEK



0 80 160



NOTES:
 Floodway to be cleaned of debris and finish graded where needed for proper flow and aesthetics. All areas to be privately used and maintained through community associations.

CONCEPTUAL PLAN

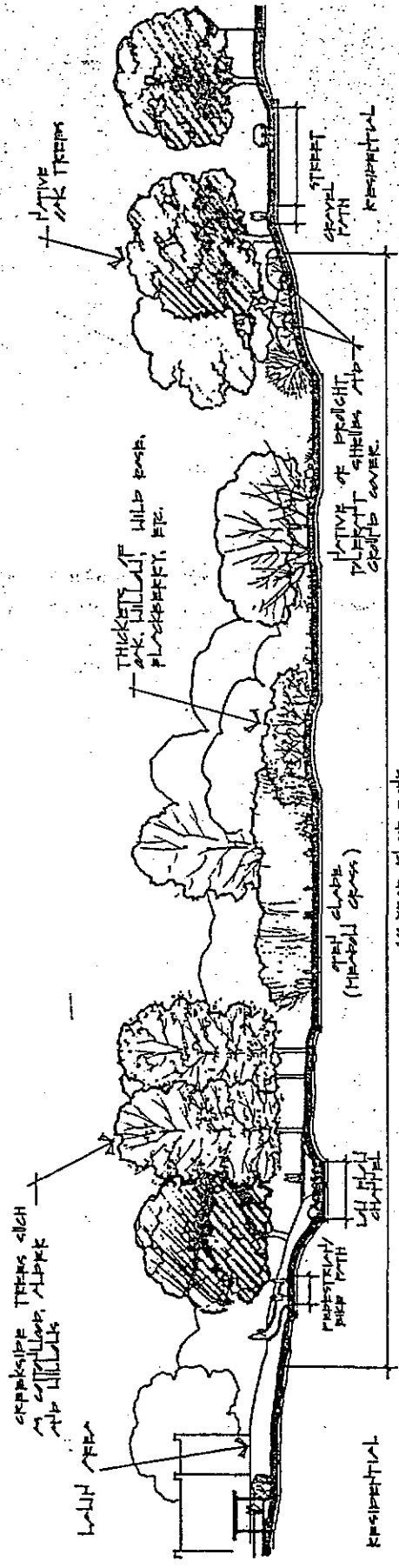
Developed Oak Grassland Corridor

9 1 3 9 4 4 7 0 3 8 B

1 0 7 9 4 2 6 1 3 9 B

9 4 3 0 6 0 0 0 0 0 0 0 0 3 0 0

WOODED FLOODWAY



Section/Elevation

TREES

REQUIRED STREET TREES FOR SIERRA COLLEGE BLVD:
 Floodway:
 Populus fremonti - Western Cottonwood
 Dry floodway edge:
 Quercus wislizenii - Interior Live Oak

FLOODWAY TREES

Existing:
 Populus fremonti - Cottonwood
 Quercus wislizenii - Interior Live Oak
 Salix sp. - Willow

Recommended Supplementary Trees:
 Alnus rhombifolia - White Alder
 Platanus racemosa - California Sycamore
 Juglans hindsii - Black Walnut

FLOODWAY EDGE TREES:

Existing:
 Pinus sabiniana - Foothill Pine
 Quercus douglasii - Blue Oak
 Q. lobata - Valley Oak
 Q. wislizenii - Interior Live Oak

Recommended Supplementary Trees:
 (in addition to native oak species)
 Alnus rhombifolia - White Alder
 Juglans hindsii - Black Walnut
 Platanus racemosa - California Sycamore

UNDERSTORY/GROUND PLANE

SHRUBS
 Existing:
 Quercus sp. - Scrub Oak
 Rosa californica - Wild Rose
 Salix sp. - Willow

Recommended Supplementary Shrubs:
 Arctostaphylos sp. - Manzanita
 Ceanothus sp. - Ceanothus
 Cercis occidentalis - Western Redbud
 Heteromeles arbutifolia - Toyon
 Rhamnus californica - Coffeeberry
 Ribes sp. - Currant

GROUND COVERS

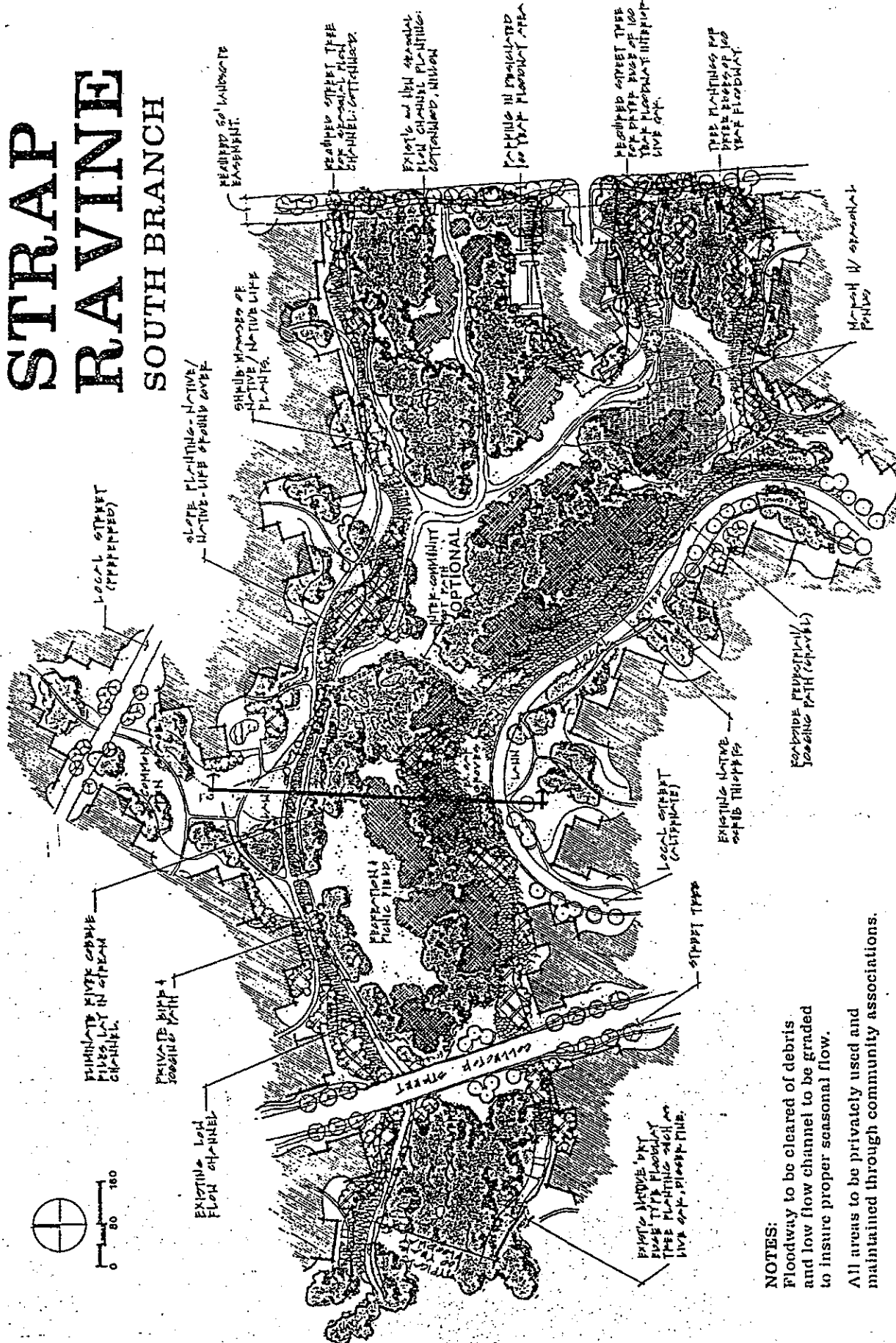
FLOODWAY INTERIOR:
 seasonal meadow grass/lawn seed

FLOODWAY EDGE AND INTERIOR
 Arctostaphylos densiflora 'Howard McMinn' - Manzanita
 Baccharis pitularis
 Dwarf Coyote Bush
 Ceanothus griseus horizontalis - Carmel Creeper
 Hypericum calycinum - St. Johnswort

MARSH
 (Consult plant lists)

*For further information concerning all recommendations, see plant lists.

STRAP RAVINE SOUTH BRANCH



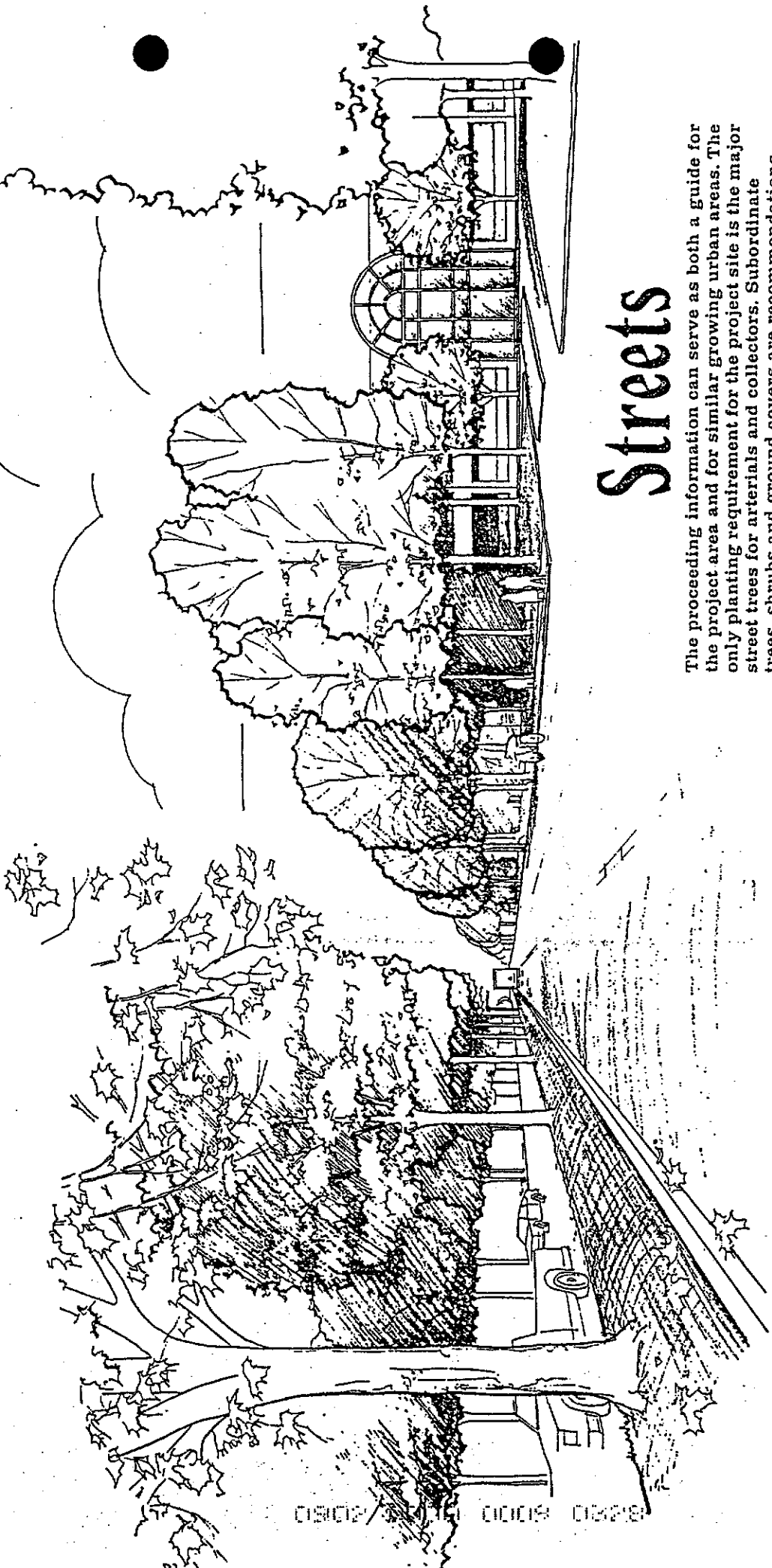
NOTES:
 Floodway to be cleared of debris and low flow channel to be graded to insure proper seasonal flow.
 All areas to be privately used and maintained through community associations.

CONCEPTUAL PLAN Wooded Floodway

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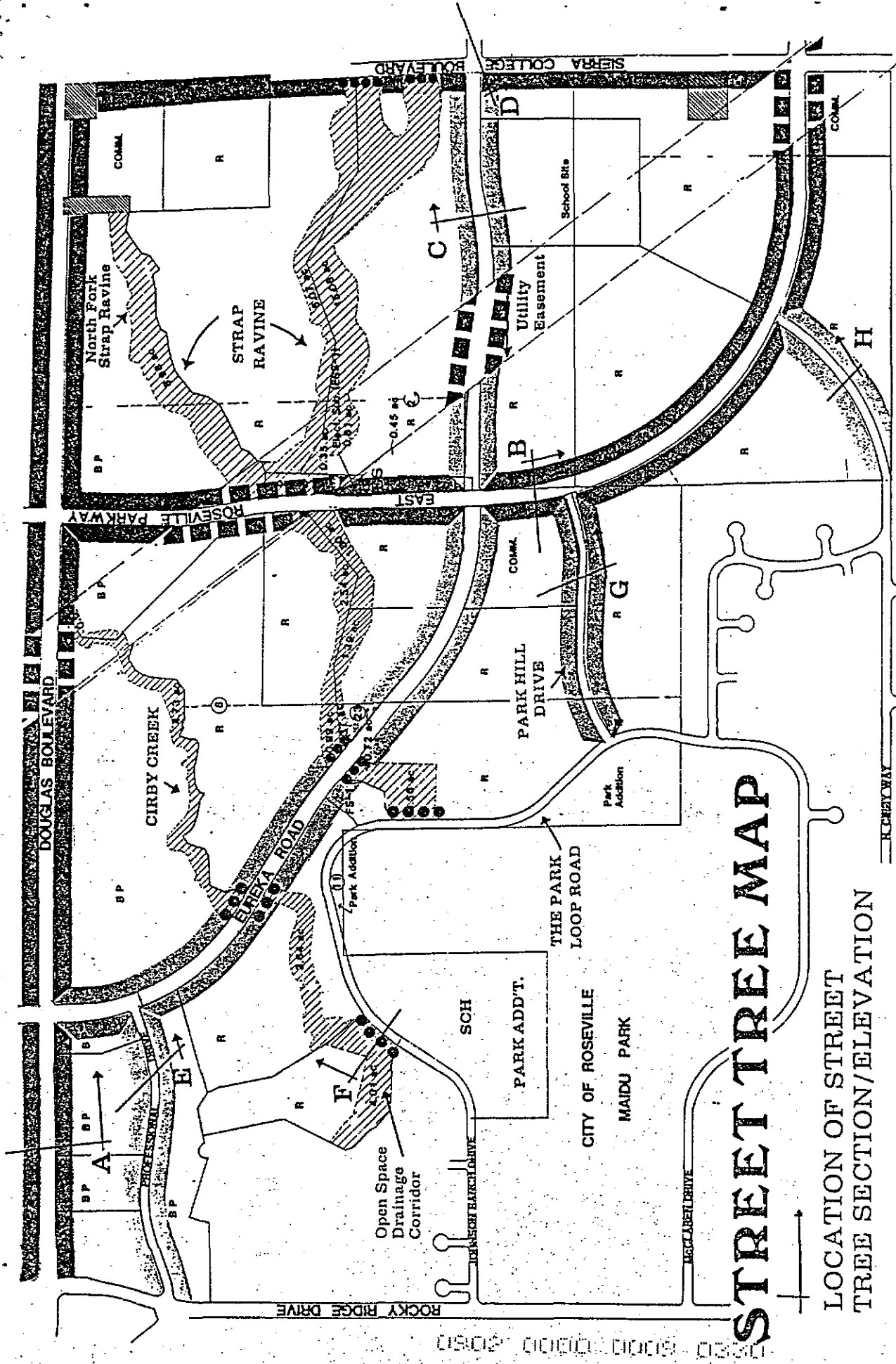
PLANTS FOR MARSH AREAS

Plant Name	remarks
TULE:	
<i>Phragmites australis</i> Common Reed	To 8', duck cover, contract grown only
<i>Scripus acutis</i> Common tule	To 9', duck cover, will colonize open water to 2½'
<i>S. robusta</i> Bulrush	To 8', duck cover, will colonize open water to 2½'
<i>Typha dominguisis</i> Cat Tail	To 9', duck cover, feed for wildlife
<i>T. latifolia</i> Cat Tail	To 9', duck cover, feed for wildlife
MOIST EDGE PLANTS:	
<i>Asparagus officinalis</i> Common Asparagus	Feathery foliage, to 5'
<i>Calycanthus occidentalis</i> Western Spice Bush	Aromatic flowers
<i>Cephalanthus occidentalis</i> Button Willow	Duck cover
<i>Cornus stolonifera</i> Red-osier Dogwood	Red fall color/branching
<i>Cyperus alternifolius</i> Umbrella Plant	
<i>Cyperus papyrus</i> Papyrus	
<i>Equisetum hyemale</i> Horsetail	
<i>Hibiscus californicus</i> Wild Hibiscus	Flowers
<i>Rubus vitifolius</i> California Blackberry	Flowers, berries
<i>Salix sp.</i> Willow	



Streets

The preceding information can serve as both a guide for the project area and for similar growing urban areas. The only planting requirement for the project site is the major street trees for arterials and collectors. Subordinate trees, shrubs and ground covers are recommendations.



STREET TREE MAP

LOCATION OF STREET
TREE SECTION/ELEVATION

REFER TO DIAGRAMS

- LEGEND**
- R Residential
 - BP Business & Professional
 - COMM Commercial
 - OP Out Parcel
 - OSE Open Space Easement

ARTERIALS

Arterial streets involved in the S.E. Roseville Specific Plan: Douglas Blvd., East Roseville Parkway, Eureka Road.

The main intent is to provide each arterial street with unity as well as individual character. To accomplish this, a planting scheme which emphasizes maximum harmony but allows some diversity is recommended. The selection of a dominant street tree can, by its size, form and color, fulfill this task.

GUIDELINES

TREE TREATMENT

- Create diversity by use of deciduous and evergreen trees in a balanced, alternating combination. Evergreens should provide visual screening and serve as a backdrop for accent trees.
- A designer should provide organization of dominant, subordinate and accent trees, use dominant trees large enough to be in scale with the street, with round headed form.
- Subordinate trees, other than accent types, should generally have a vertical form and be planted in groups or clusters.
- Dominant trees must be able to be pruned to a minimum of fourteen feet to first branch for vehicular access and sign visibility.
- Use single, continuous rows or staggered rows of dominant street trees.
- Tree placement is to be coordinated with street lighting and utilities. Trees should be located from 20' to 25' from utility and street light poles.
- Trees are to be located a minimum of 10' away from curb at all intersections and driveways to maintain good visibility of on-coming traffic.
- Tree placement must allow for sufficient root space adjacent to paved surfaces and underground utilities. Trees are to be located 3' minimum away from curbs and sidewalks. Some tree species require more room, and must be accommodated accordingly -- consult growth habit of each tree type individually.
- Locate accent trees at site entry corners and at the end of street medians. Trees should be large in scale.

- Trees in traffic medians are to be planted in a straight line where planter width is 14 feet and in a staggered row for those 38 feet wide, with no tree positioned further than three feet from the center of the median (this 38' median will be used to expand traffic lanes when needed in the future).

- Use trees with deep and non-invasive root system.
- Use trees that will withstand smog and vandalism.

UNDERSTORY/GROUNDPLANE

- Position shrub areas closer to the back edge of the planting easement and land use areas.
- Maintain clear sight lines for project entry drives.
- Use large shrubs 6'-10' high near building walls, medium size 3'-6' high for screening of parking areas, and low 1'-3' high for accents (or where sight lines must be maintained).
- Medium and high shrubs are to be located 10' minimum away from curb at all intersections and driveways to maintain good visibility of on-coming traffic.
- For public safety, use large shrubs adjacent to walkways only where there is a clear functional need (i.e., screening, etc.)
- Shrubs and/or earth mounds are not to exceed 2 1/2' in height in center medians.
- Select shrubs that will not outgrow designated space or require unnecessary maintenance.

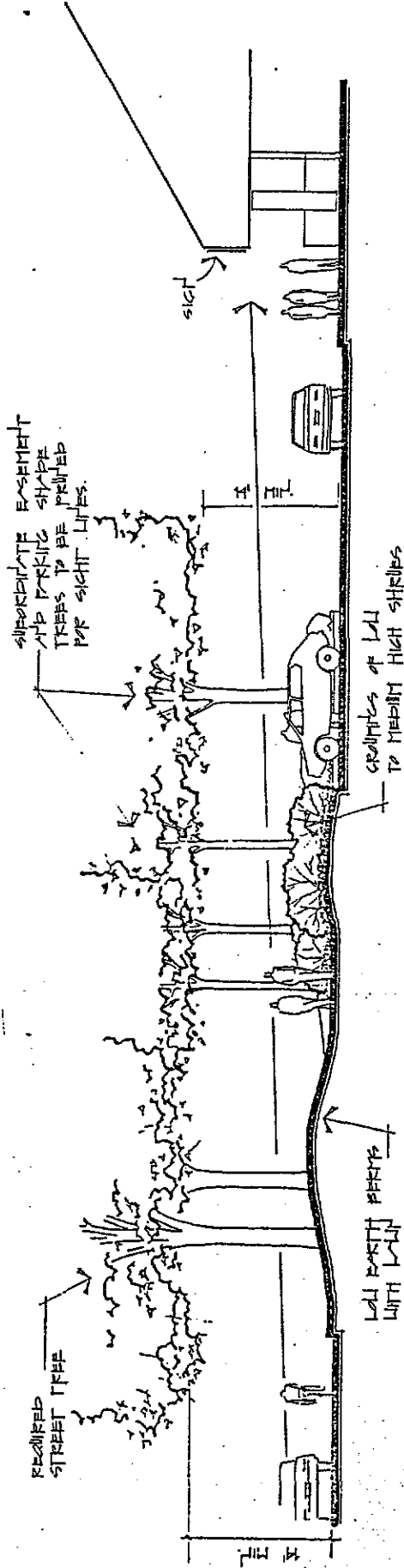
GROUND COVERS:

- Lawn is to be used in areas closest to the road.
- Use a fast growing, evergreen type ground cover for large shrub areas.
- For project entries and points of interest, an accent flowering evergreen is encouraged.
- Decorative cobble, crushed rock, or gravel are not to be used extensively as a ground cover material, except under native oaks. Cobbles (2" to 8") may be used to stabilize drainage swale channels. Permanent wood chips (except under native oaks) are not to be used as a ground cover. Large native boulders and imported field stones are permitted as a landscape accent material.

EARTHWORK:

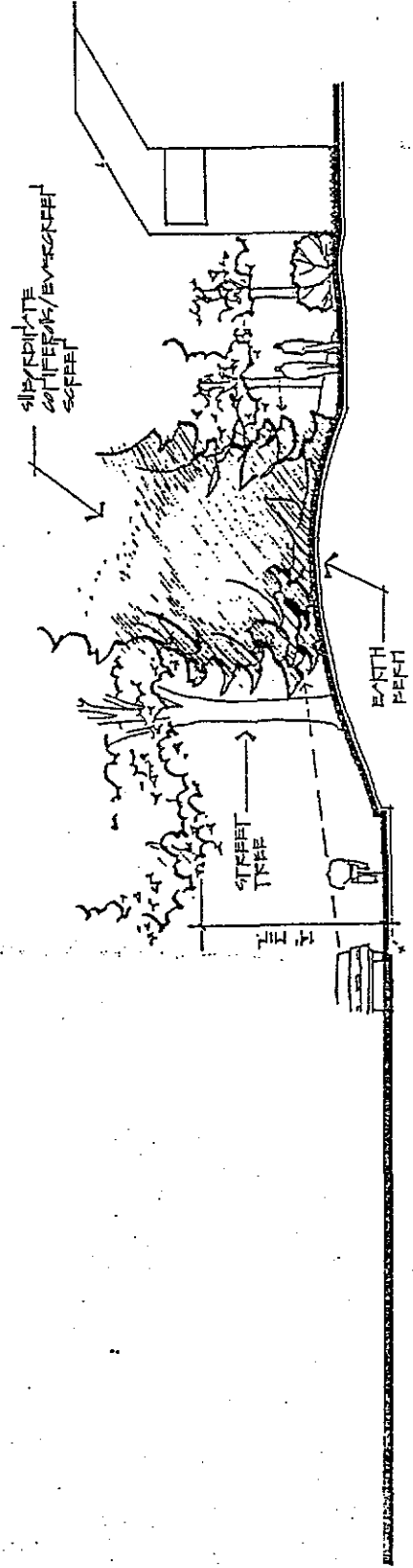
- Use earth berms for screening, accenting and aesthetics.
- Mounding is recommended in planting areas that may have layers of sub-surface rock. Obtain soils report to verify existing conditions.
- Lawn areas are not to exceed a 3:1 slope; and shrub areas are not to exceed a 2:1 slope.

Arterial Street Treatment



Typical Plantings to accommodate sight lines to commercial/business park from arterial streets.

Section/Elevation

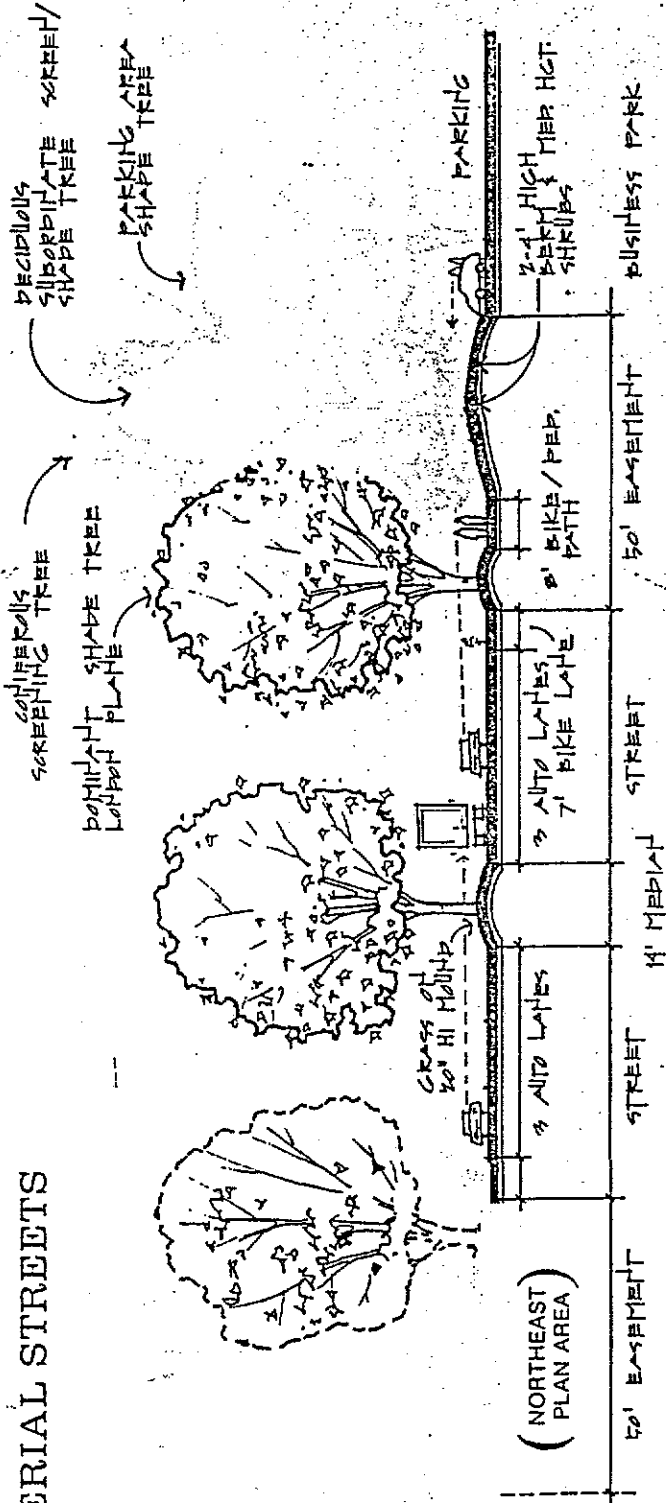


Typical Residential Easement Planting where visibility is not a priority.

Section/Elevation

DOUGLAS BLVD.

ARTERIAL STREETS



Section/Elevation (AA)

TREES

REQUIRED MAJOR STREET TREE

Platanus acerifolia 'Bloodgood' - Bloodgood London Plane Tree.
Plant in grouped staggered rows. Groupings to have no fewer than 3 trees. Plant on center in a straight line in the center of the street median.

REQUIRED MEDIAN ACCENT TREE

Quercus Agrifolia - Coast Live Oak planted in straight line at ends of planter.

SUBORDINATING EASEMENT TREES

Screening:
Recommended coniferous types:
Sequoia sempervirens (hybrid varieties) - Coast Redwood
Alternates:
Pinus canariensis - Canary Island Pine
Pinus halepensis - Aleppo Pine

Recommended deciduous types:
Alnus rhombifolia - White Alder
Liquidambar styraciflua - Sweetgum (hybrid varieties)
Liriodendron tulipifera - Tulip Tree

Canopy

Recommended deciduous types:
Nyssa sylvatica - Tupelo
Liriodendron tulipifera - Tulip Tree
Alnus cordata - Italian Alder

Accent

Recommended site entry trees:
Ginkgo biloba - Maidenhair Tree
24" box size
Liquidambar styraciflua - Sweetgum (hybrid varieties)
Nyssa sylvatica - Tupelo
24" box size
Prunus cerasifera - Purple-leaf Plum (hybrid varieties)
Pyrus kawakamii - Evergreen Pear

UNDERSTORY/GROUND PLANE

SHRUBS

Recommended size for usage:

HIGH SHRUBS (6'-10'): to provide scale in relationship to the buildings in business park and commercial areas.

MEDIUM SHRUBS (3'-6'): to harmonize all buildings' foundation with surroundings, delineate vehicular and pedestrian ways, screen parking areas, accent entry drives.

LOW SHRUBS (1'-3'): to accent and define vehicular and pedestrian points of entry.
*Refer to Recommended Shrub Planting List for selection.

GROUND COVERS

Lawn is required in street medians and in areas nearest to street. Sod is to be used in 14' wide street medians.

Hydro-seed can be used in easement area. Shrub planting areas to have ground cover such as *Hedera helix* 'Hahnii' - Hahn's Ivy planted from flats. Site entry drives to have flowering accent color such as gazania or seasonal color. Redwood header board (laminated to 2" width) to be used to divide ground cover areas from lawn.

*Refer to Recommended List of Ground Covers.

EARTH MOUNDING

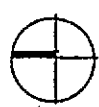
Use to screen parking areas, accents and aesthetics. Obtain soils report for locating possible subsurface volcanic rock, mound where required. Construct 20" high continuous mound in 14' wide median.

RIGHT OF WAY: 100'

LANDSCAPE EASEMENTS: 50' wide

CIRCULATION: 8' wide bike path on south side

ADJACENT LAND USES: Business park, commercial

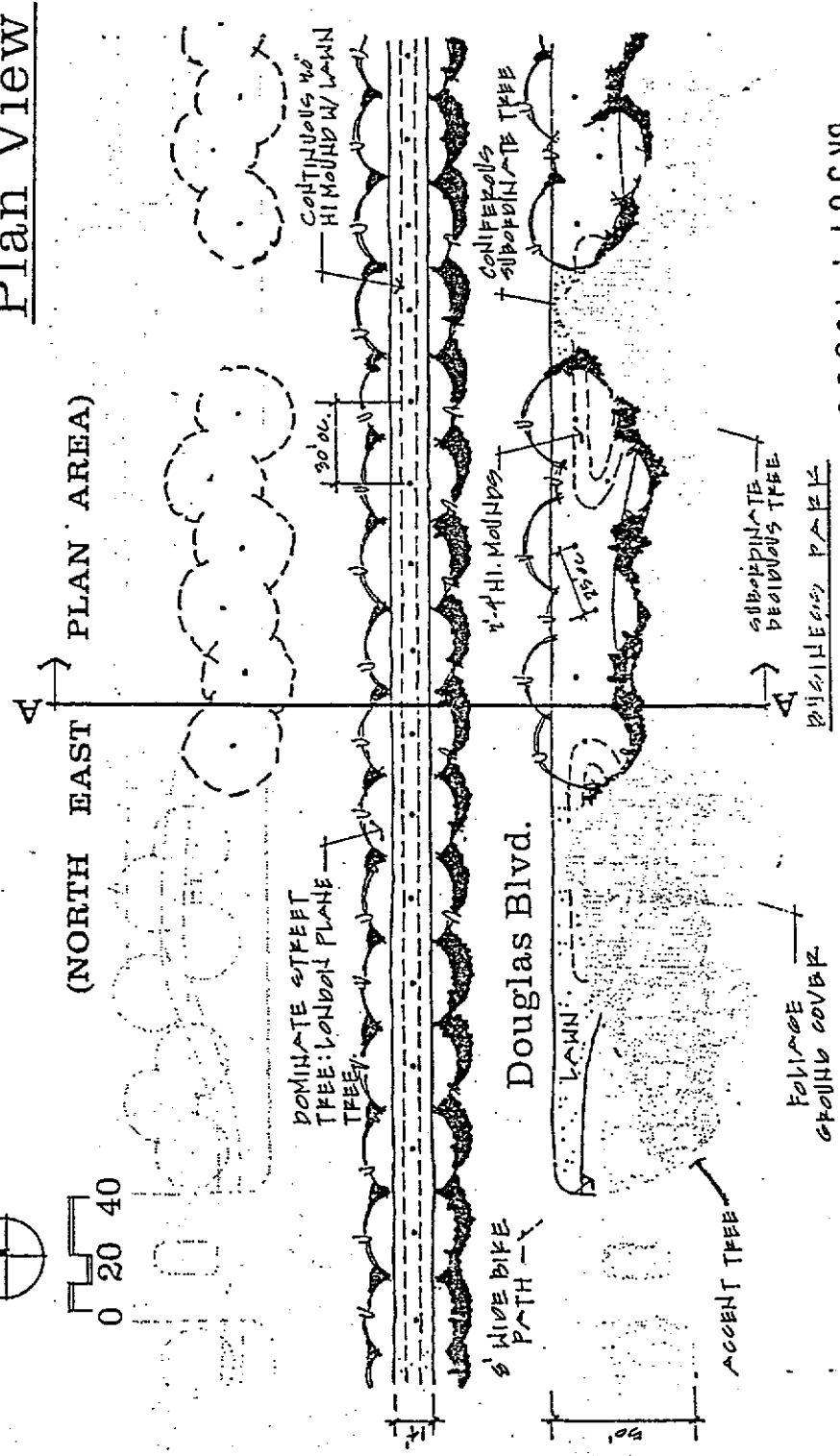


0 20 40

(NORTH EAST

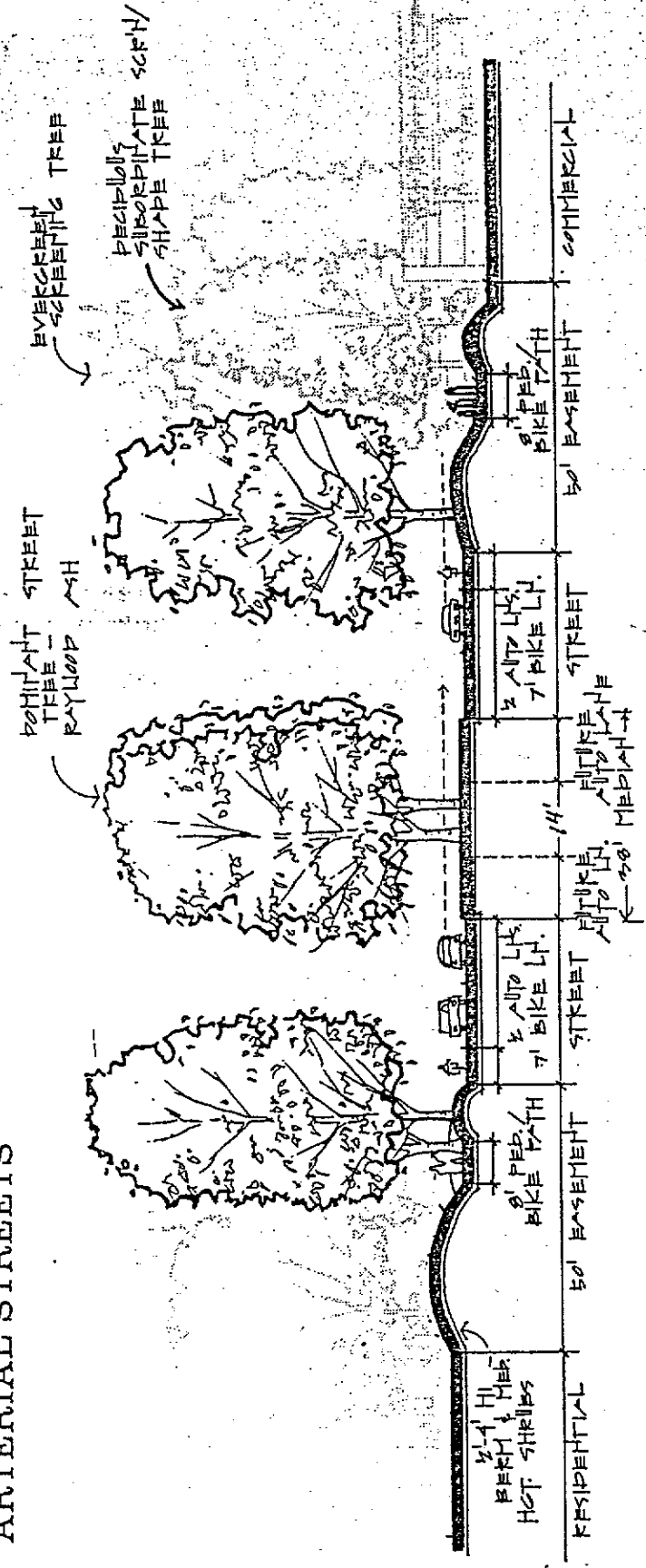
PLAN AREA)

Plan View



EAST ROSEVILLE PARKWAY

ARTERIAL STREETS



Section/Elevation (BB)

TREES

REQUIRED MAJOR STREET TREE

Fraxinus oxycarpa 'Raywood' - Raywood Ash
 For easement, plant in straight continuous line no further than 10' away from curb, and no closer than 4'. For 38' wide median plant continuous staggered row 35' on center no further than 3' from the center of the planter.

REQUIRED MEDIAN ACCENT TREE

Liriodendron tulipifera - Tulip Tree
 Planted in continuous staggered row, three trees minimum.

SUBORDINATING EASEMENT TREES

- Screening
 Recommended conifers:
Sequoia sempervirens - Coast Redwood (hybrid varieties)
Pinus canariensis - Canary Island Pine
Pinus halepensis - Aleppo Pine

Recommended broadleaf evergreens:

- Eucalyptus leucoxylo* - White Ironbark
- Eucalyptus sideroxylo* 'Rosea' - Red Ironbark

Recommended deciduous types:

- Alnus rhombifolia* - White Alder
- Liquidambar styraciflua* - Sweetgum (hybrid varieties)
- Nyssa sylvatica* - Tupelo

Canopy

Recommended deciduous trees:

- Alnus cordata* - Italian Alder
- Liquidambar styraciflua* - Sweetgum (hybrid varieties)
- Liriodendron tulipifera* - Tulip Tree

Recommended broadleaf evergreens:

- Acacia melanoxylon* - Black Acacia
- Magnolia grandiflora* - Southern Magnolia (hybrid variety)
- Pyrus kawakamii* - Evergreen Pear

UNDERSTORY/GROUND PLANE

SHRUBS

Recommended size required for site use:

HIGH SHRUBS (6'-10'): to provide scale for buildings in business park and commercial areas, fast growing types for privacy screening in residential areas.

MEDIUM SHRUBS (3'-6'): to harmonize all buildings' foundation with surroundings, delineate vehicular and pedestrian ways, screen parking areas, accent entry drives.

LOW SHRUBS (1'-3'): accent and define vehicular and pedestrian points of entry.

*Refer to Recommended Shrub Planting List for selection.

GROUND COVERS

Lawn is required in street medians and areas nearest to street. Large shrub areas to have a foliage ground cover such as *Hypericum calycinum* - St. Johnswort planted from flats. Preferred cover for small planters and accent areas is *Gazania* (clumping type) planted from flats.

*Refer to List of Recommended Ground Covers.

Use to screen parking and service areas, accents and aesthetics.

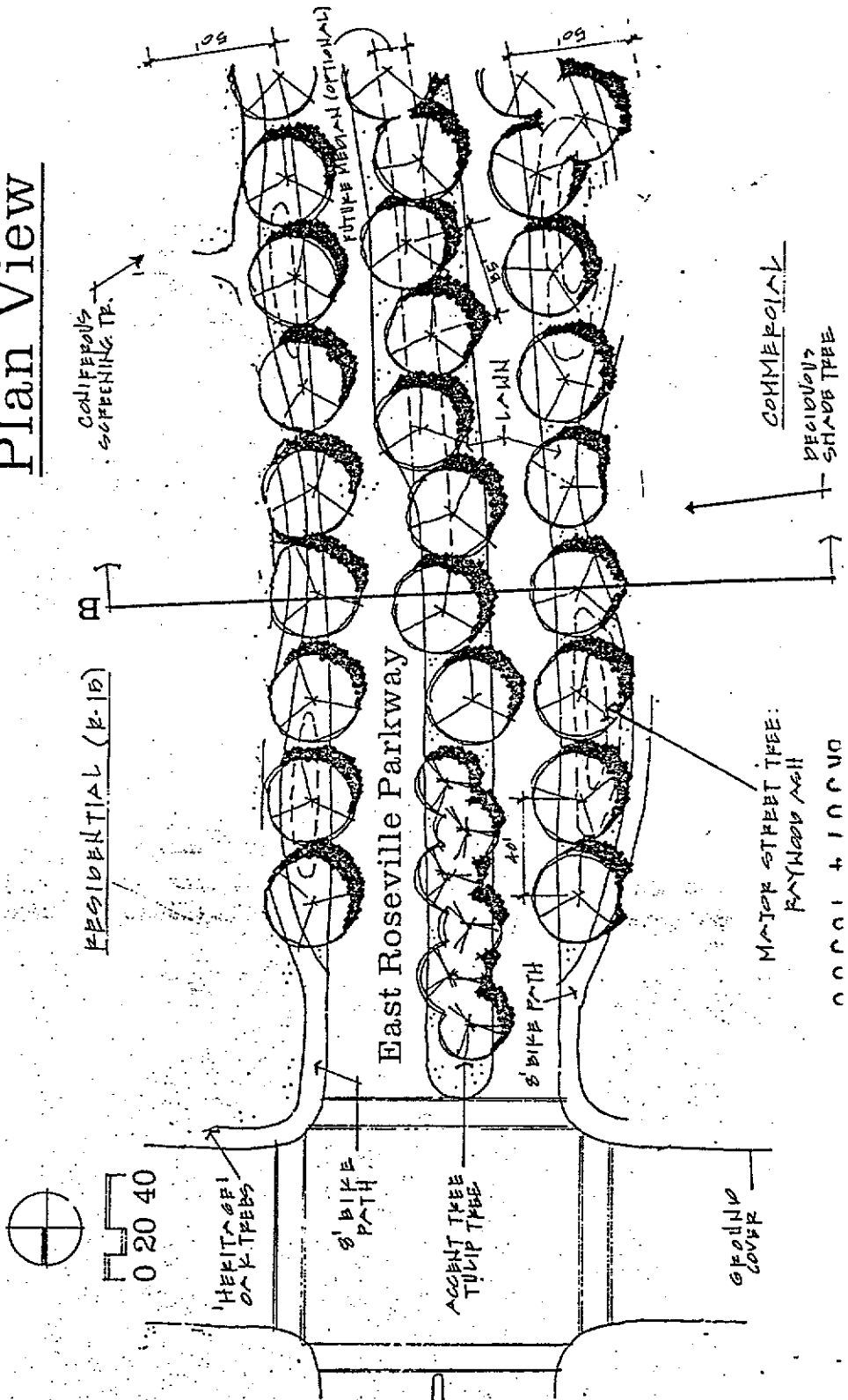
RIGHT OF WAY: 100'

LANDSCAPE EASEMENT: 50' wide

CIRCULATION: 8' wide bike path on both sides of streets.

ADJACENT LAND USE: Business park, commercial, residential (R-7,10,13,14,16,22)

Plan View



9320 3000 2050

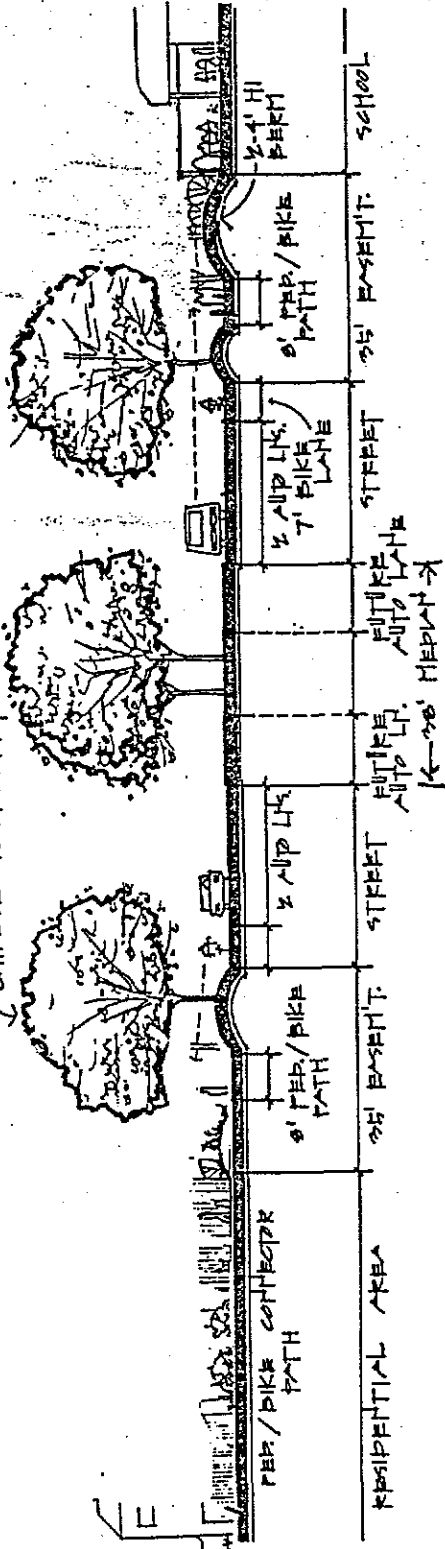
EUREKA ROAD

ARTERIAL STREETS

EVERGREEN TREE SCREENING

SENSITIVE SOLAR SCREENING SHAPE TREE

BONJAIAT SHADE TREE - CHINESE HACKBERRY



Section/Elevation (CC)

TREES

REQUIRED MAJOR STREET TREE

Celtis sinensis - Chinese Hackberry.
Plant groupings in staggered row. In 14' median plant continuous on center line of planter. In 38' wide median plant continuous staggered no further than 3' from the center of the planter.

REQUIRED MEDIAN ACCENT TREE

Nyssa sylvatica - Tupelo
Planted in staggered line.

SUBORDINATING EASEMENT TREES

Screening
Recommended conifers:
Pinus halepensis - Aleppo Pine
Pinus canariensis - Canary Island Pine
Sequoia sempervirens (var.) - Coast Redwood
Recommended broadleaf evergreens:
Eucalyptus (hybrid varieties)

Recommended deciduous types:

Alnus rhombifolia - White Alder
Liriodendron tulipifera - Tulip Tree
Liquidambar styraciflua - Sweetgum
(hybrid varieties)

Canopy

Recommended deciduous types:

Alnus cordata - Italian Alder
Nyssa sylvatica - Tupelo
Liriodendron tulipifera - Tulip Tree
Ginkgo biloba - Maidenhair Tree

Accent

Recommended site entry trees:
Liquidambar styraciflua - Sweetgum
(hybrid varieties)
Nyssa sylvatica - Tupelo
Pyrus kawakamii - Evergreen Pear
Prunus cerasifera - Purple-leaf Plum
(hybrid varieties)

HIGH SHRUBS (6'-10'): to provide scale for buildings in business park and commercial areas, fast growing types for privacy screening in residential areas.

MEDIUM SHRUBS (3'-6'): to harmonize all buildings' foundation with surroundings, delineate vehicular and pedestrian ways, screen parking areas, accent entry drives.

LOW SHRUBS (1'-3'): accent and define vehicular and pedestrian points of entry.
 *Refer to Recommended Shrub Planting List for selection.

STRUCT. Large shrub areas to have foliage type such as Hedera helix 'Hahnii' - Hahn's Ivy. Preferred cover for small planters and accent areas is low flowering evergreen or seasonal color.
 *Refer to Recommended Ground Covers List.

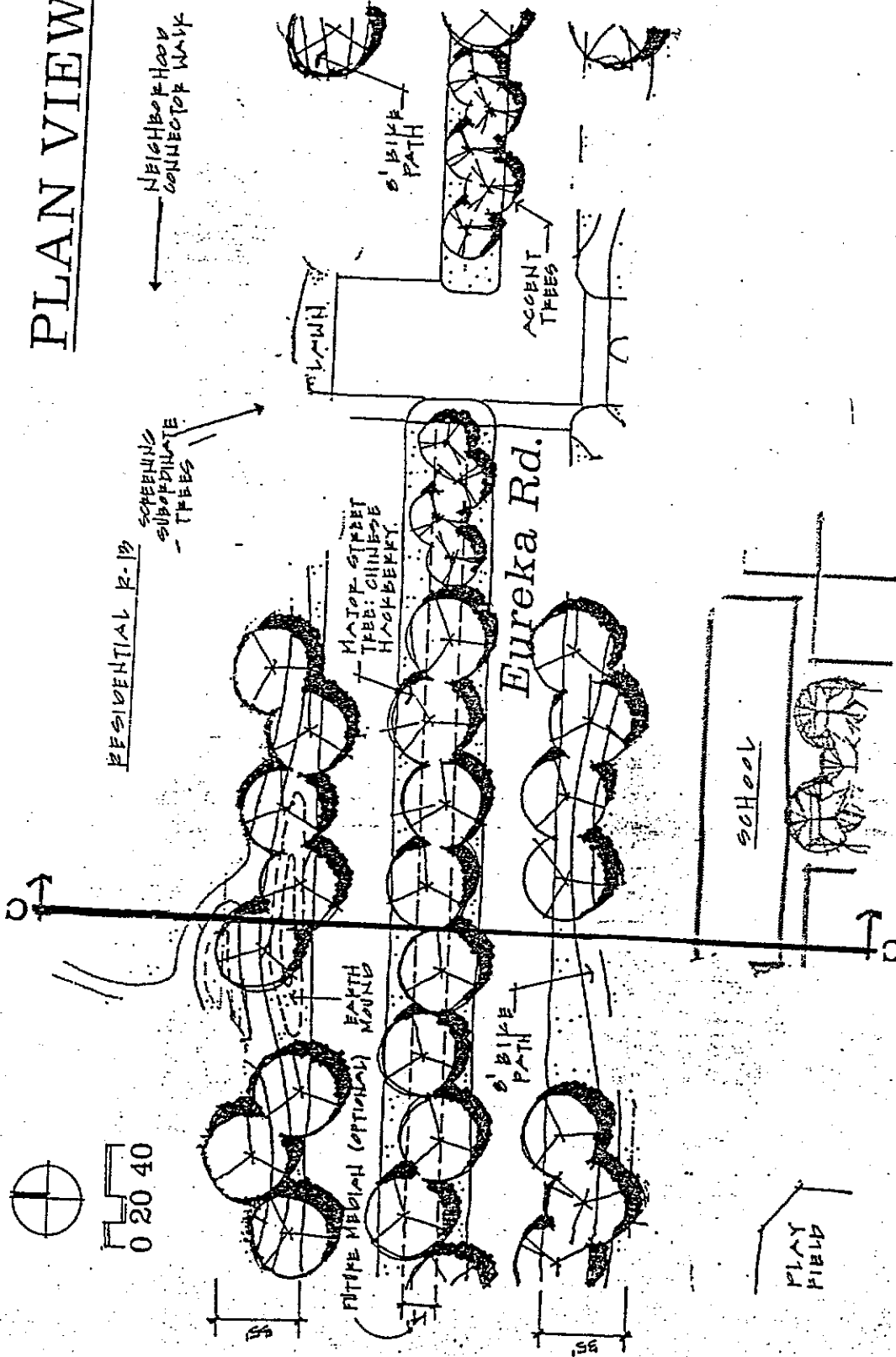
RIGHT OF WAY: 80'

LANDSCAPE EASEMENT: 35' wide

CIRCULATION: 8' wide bike path on both sides of street

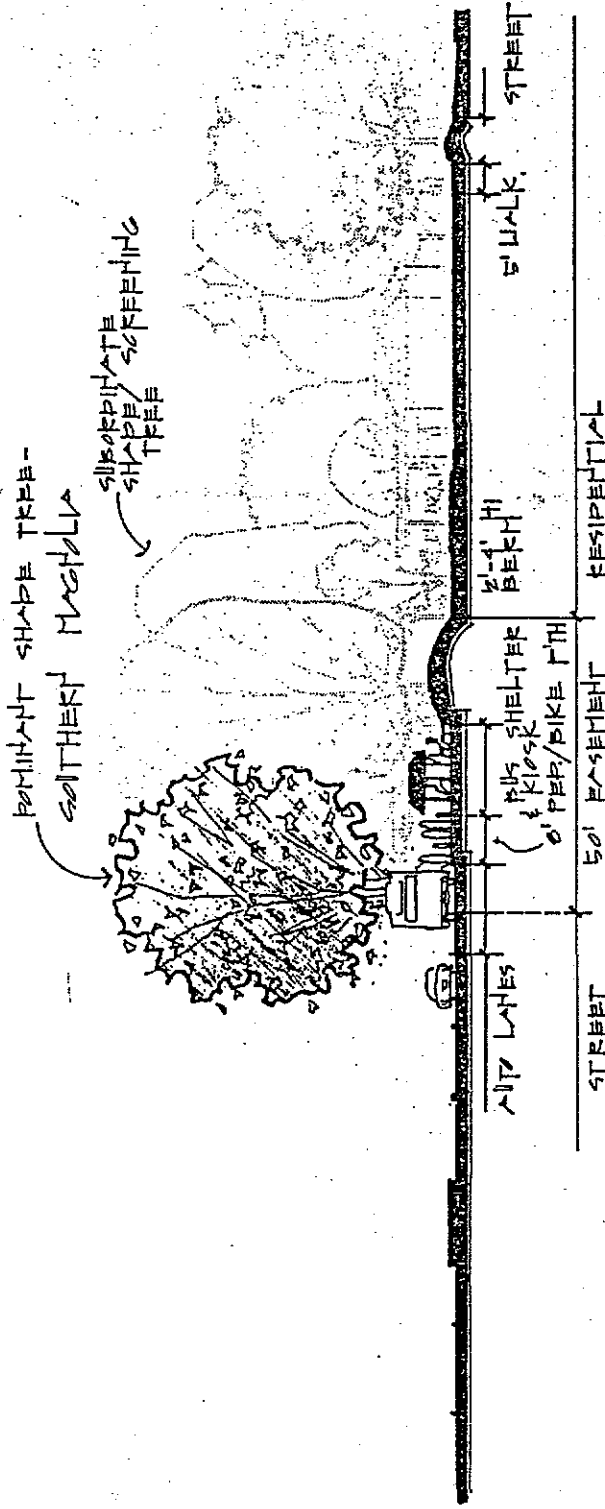
ADJACENT LAND USES: Business park, commercial, fire station, residential (R-4, 7, 8, 12, 13, 14, 15), school

PLAN VIEW



SIERRA COLLEGE BLVD.

ARTERIAL STREETS



Section/Elevation (DD)

TREES

REQUIRED MAJOR STREET TREE

Magnolia grandiflora - Samuel Sommer Magnolia
 Plant groupings in staggered row with no fewer than 3 trees per group.

SUBORDINATING EASEMENT TREES

Screening
 Recommended conifer:
Pinus halepensis - Aleppo Pine
 Alternates:
Sequoia sempervirens - Coast Redwood (hybrid varieties)
Pinus canariensis - Canary Island Pine
 Recommended deciduous trees:
Alnus rhombifolia - White Alder
Liquidambar styraciflua - Sweetgum (hybrid varieties)

Canopy

Recommended deciduous trees:
Alnus cordata - Italian Alder
Liriodendron tulipifera - Tulip Tree
Quercus lobata - Valley Oak
 Recommended broadleaf evergreen:
Pyrus kawakamii - Evergreen Pear
Quercus wislizenii - Interior Live Oak

Accent

Recommended for site entries and points of interest or emphasis:
Liquidambar styraciflua - Sweetgum (hybrid varieties)
Nyssa sylvatica - Tupelo
Pyrus kawakamii - Evergreen Pear

UNDERSTORY/GROUND PLANE

SHRUBS

Recommended sizes for primary uses:

HIGH SHRUBS (6'-10'): to provide scale in relationship to buildings, particularly to business park and commercial structures.

MEDIUM SHRUBS (3'-6'): to harmonize building with surroundings, delineate vehicular and pedestrian routes, screen parking areas, accent entries.

LOW SHRUBS (1'-3'): to accent and define vehicular and pedestrian points of entry.
*Refer to Recommended Shrub Planting List for selection.

GROUND COVERS

Lawn is generally to be used in areas nearest to street. Shrub planting areas to have *Hypericum calycinum* - St. Johnswort planted from flats. For accent areas and points of interest use seasonal color or a cover with contrasting foliage.

EARTH MOUNDING

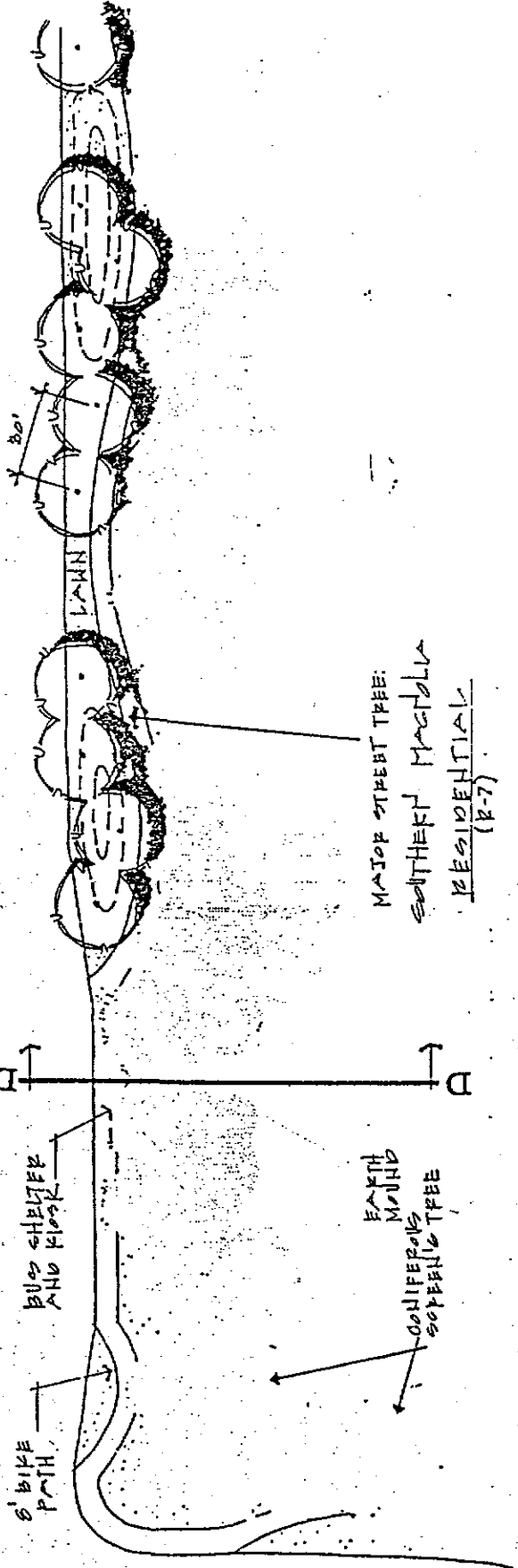
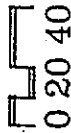
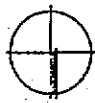
Extensive use of mounding required to screen traffic and parking areas. Use for accenting and aesthetics.

RIGHT OF WAY: 100'

LANDSCAPE EASEMENT: 50' wide

CIRCULATION: 8' wide bike path on west side

ADJACENT LAND USES: Commercial, residential (R-7,12,13)



PLAN VIEW

Sierra College Blvd.

MAJOR STREET TREES:
SOUTHERN MAGNOLIA
RESIDENTIAL (R-7)

BIKE PATH

BUS SHELTER AND BASKET

EARTH MOUND
SOUTHERN MAGNOLIA TREE

DOMINANT TREES FOR ARTERIAL STREETS

Plant Name	Form	Deciduous/ Broadleaf Evergreen		Needs 8' min. Root Sp.
		Deciduous/ Broadleaf	Evergreen	
<i>Celtis sinensis</i> - Chinese Hackberry	round	dec		
<i>Cinnamomum camphora</i> Camphor Tree	round	ble		*
<i>Eucalyptus camaldulensis</i> Red Gum	ovoid	ble		*
<i>Eucalyptus rudis</i> Desert Gum	ovoid	ble		
<i>Fraxinus oxycarpa</i> 'Raywood' - Raywood Ash	ovoid	dec		
<i>Fraxinus holotricha</i> 'Moraine' - Moraine Ash	round	dec		
<i>Fraxinus uhdei</i> - Shamel Ash	ovoid	semi/dec.		*
<i>Liriodendron tulipifera</i> - Tulip Tree	ovoid	dec		*
<i>Magnolia grandiflora</i> Southern Magnolia	round	ble		
<i>Platanus acerifolia</i> 'Bloodgood' 'Yarwood' - London Plane Tree	round	dec		*
<i>Pistacia chinensis</i> - Chinese Pistache	round	dec		
<i>Quercus lobata</i> - Valley Oak	round	dec		
<i>Quercus suber</i> - Cork Oak	round	ble		
<i>Quercus wislizenii</i> - Interior Live Oak	round	ble		
<i>Ulmus parvifolia</i> - Chinese Elm	round	ble		

SUBORDINATE TREES FOR ARTERIAL STREETS

Coniferous

Plant Name	Form	Flowers/ Fall Color	
		Flowers/	Fall Color
<i>Acacia melanoxylon</i> - Black Acacia	ovoid	broadleaf	
<i>Alnus cordata</i> - Italian Alder	ovoid	deciduous	
<i>Alnus rhombifolia</i> - White Alder	conical	deciduous	
<i>Betula alba</i> - White Birch	conical	deciduous	*
<i>Cedrus deodara</i> - Deodar Cedar	conical	coniferous	
<i>Eucalyptus leucoxydon</i> - White Ironbark	ovoid	broadleaf	
<i>Eucalyptus nicholii</i> - Nichol's Willow- Leaved Peppermint	ovoid	broadleaf	
<i>Eucalyptus polyanthemos</i> - Silver Dollar Gum	ovoid	broadleaf	
<i>Eucalyptus sideroxydon</i> 'Rosea' - Red Ironbark	ovoid	broadleaf	
<i>Ginkgo biloba</i> 'Autumn Gold' - Maidenhair Tree	ovoid	deciduous	*
<i>Lagerstroemia indica</i> - Grape Myrtle	vase- shaped	deciduous	*
<i>Liquidambar styraciflua</i> - Sweet Gum	conical	deciduous	*
<i>Liriodendron tulipifera</i> - Tulip Tree	ovoid	deciduous	
<i>Magnolia grandiflora</i>	round	broadleaf	
<i>Malus floribunda</i> - Japanese Flowering Crabapple	round	deciduous	*
<i>Pinus canariensis</i> - Canary Island Pine	conical	coniferous	
<i>Pinus halepensis</i> - Aleppo Pine	ovoid	coniferous	
<i>Prunus blireiana</i> - Doublepink Cherry Plum	round	deciduous	*
<i>Prunus cerasifera</i> 'Atropurpurea' - Purpleleaf Plum	round	deciduous	*
<i>Prunus serrulata</i> - Japanese Flowering Cherry	round	deciduous	*
<i>Pistacia chinensis</i> - Chinese Pistache	round	deciduous	*
<i>Pyrus kawakamii</i> - Evergreen Pear	round	broadleaf	*
<i>Quercus lobata</i> - Valley Oak	round	deciduous	
<i>Quercus suber</i> - Cork Oak	round	broadleaf	
<i>Quercus wislizenii</i> - Interior Live Oak	round	broadleaf	
<i>Sequoia sempervirens</i> - Coast Redwood	conical	coniferous	

SHRUBS FOR STREET LANDSCAPE EASEMENTS

Plant Name	remarks	Plant Name	Remarks
The primary uses of these shrubs are for screening or foundation plantings for large buildings.		LOW SHRUBS (1 to 3') good in mass as accents	
HIGH SHRUBS (6 to 10'):	Light white flowers	<i>Agapanthus africanus</i>	Use under native oaks
<i>Abelia grandiflora</i>		Lily-of-the-Nile	Good for bank cover
<i>Glossy Abelia</i>		*A. hookeri	Use under native oaks
<i>Escallonia</i>	Pink flowers nearly year-round	Monterrey Manzanita	Good for bank cover
<i>Escallonia</i>	Berries, drought tolerant	*Ceanothus g. horizontalis	Use under native oaks
* <i>Heteromeles arbutifolia</i>	Yellow, pink, salmon, white & red flowers	Carmel Creeper	Gray foliage w/yellow flowers
<i>Toyon</i>	New red/bronze foliage	<i>Euryops</i>	Good in masses and flower color
<i>Nerium oleander</i>		<i>Hebe 'Coed'</i>	Use as accent in masses, perennial
<i>Oleander</i>		Hebe variety	Excellent in mass as accent
<i>Photinia fraseri</i>	Bright green foliage	<i>Hemerocallis aurantiaca</i>	Good low edging plant
<i>Photinia</i>	Clean, shiny foliage	Day Lily	Low maintenance, compact and neat
<i>Pittosporum euginioides</i>	Good hedge, partial shade required	<i>Moraea, Butterfly Iris</i>	Use in masses, good berry color
<i>Pittosporum</i>	Berries, drought tolerant	<i>Myrtle communis 'Compacta'</i>	Excellent for low screen use in mass or as color accent
<i>P. tobira</i>	Good screen, shiny yellow-green foliage & green foliage	Dwarf Myrtle	
<i>Pittosporum</i>		<i>Pittosporum tobira</i>	
<i>Prunus laurocerasus</i>		'Wheelers Dwarf'	
English Laurel		<i>Pittosporum</i> variety	
* <i>Rhamnus californica</i>		<i>Pyracantha 'Santa Cruz'</i>	
Coffeeberry		Firethorn variety	
<i>Xylosma congestum</i>		<i>Raphiotelepis indica</i>	
<i>Xylosma</i>		India Hawthorn varieties	

GROUND COVERS

<i>A. 'Peter Pan'</i>	Good for small accent areas	<i>A. 'Peter Pan'</i>	Good for small accent areas
Dwarf Lily-of-the-Nile	Use under native oaks	<i>Arctostaphylos 'Emerald'</i>	Use under native oaks
<i>Arctostaphylos 'Emerald'</i>	Low maintenance for bush slopes, large areas	Manzanita variety	Use under native oaks
<i>Baccharis pilularis 'Twin Peaks'</i>	Use under native oaks	<i>C. gloriosus</i>	Use under native oaks
Dwarf Coyote Bush		Pt. Reyes Creeper	
<i>C. gloriosus</i>		<i>Gazania</i> sp. (trailing & clumping types)	Good for small, color accent areas
<i>Gazania</i> sp. (trailing & clumping types)	Good for large areas, compatible with shrubs	<i>Hedera helix 'Hiberni'</i>	Good for large areas and erosion control
<i>Hedera helix 'Hiberni'</i>		<i>Hypericum calycinum</i>	
<i>Hypericum calycinum</i>		<i>Trachelospermum jasminoides</i>	Good for small, well protected areas
<i>Trachelospermum jasminoides</i>		Sun. Jasmine	
<i>Vincetoxicum</i>		Vincetoxicum	
<i>Vincetoxicum</i>		Dwarf Vertivinkle	
Dwarf Vertivinkle		*California Native	

COLLECTOR STREETS

COMMERCIAL AND COMMUNITY

Roads included: Professional Drive, Park Loop Road, Park Hill Drive, and North Cirby Way.

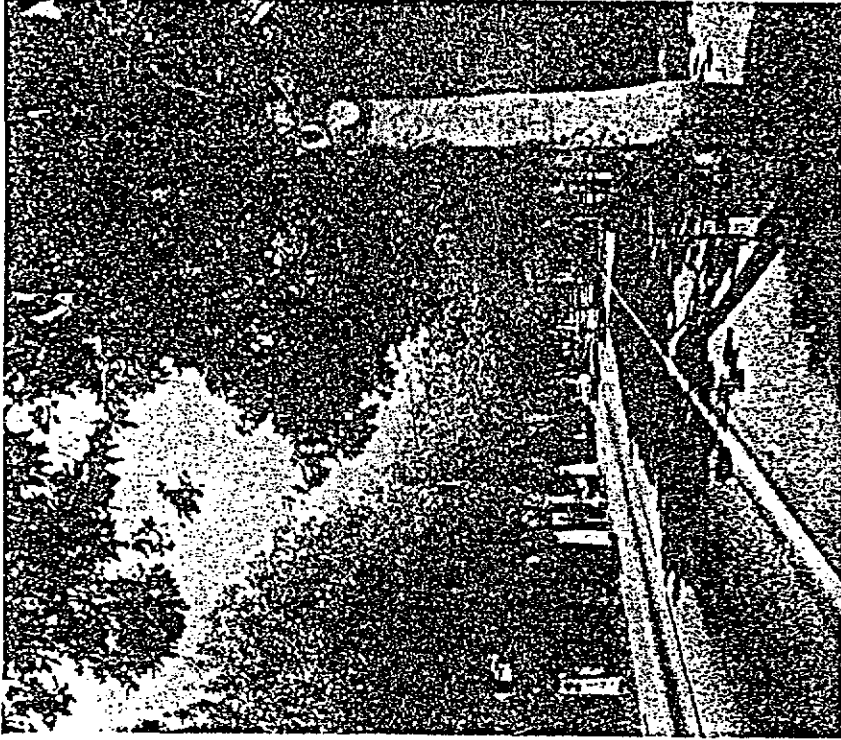
GOAL

Since these streets are smaller, more narrow, and less important than arterial streets, they have a greater pedestrian orientation. The tree treatment must respond to a smaller scale, narrower planting spaces, short street lengths, and shade pedestrian walks. Similar to larger streets, trees should work to unify the corridor.

GUIDELINES

TREE TREATMENT

- Use groupings of staggered rows of dominant street tree.
- Use erect oval-shaped trees that are suitable for narrow spaces.
- Seasonal interest such as spring flowering or fall foliage color may be desirable because of the village-like scale of streets.
- Use of subordinate and accent trees similar to larger streets wherever there is adequate space.
- Project entry accent trees should, generally, be smaller in scale than arterials.
- Tree placement is to be coordinated with street lighting and utilities. Trees should be located from 20' to 25' from utility and street light poles. (Standard set-back for light poles is 5' to 6' from curb.)



Southern magnolia planted along University Ave., Palo Alto, CA.

- Trees are to be located a minimum of 10' away from curb at all intersections and driveways to maintain good visibility of on-coming traffic.
- Tree placement must allow for sufficient root space adjacent to paved surfaces and underground utilities. Trees are to be located 3' minimum away from curbs and sidewalks. Some tree species require more room, and must be accommodated accordingly — consult growth habit of each tree type individually.

UNDERSTORY/GROUND PLANE

SHRUBS:

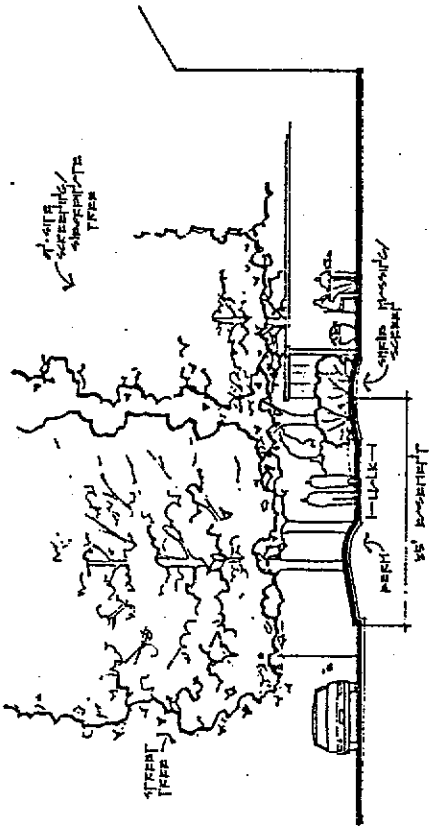
- Position shrub areas closer to the back edge of the planting easement and land use areas.
- Maintain clear sight lines for project entry drives.
- Use large shrubs 6'-10' high near building walls, medium size 3'-6' high for screening of parking areas, and low 1'-3' high for accents (or where sight lines must be maintained)
- Medium and high shrubs are to be located 10' minimum away from curb at all intersections and driveways to maintain good visibility of on-coming traffic.
- For public safety, use large shrubs adjacent to walkways only where there is a clear functional need (i.e., screening, etc.)
- Select shrubs that will not outgrow designated space or require unnecessary maintenance.

GROUND COVERS

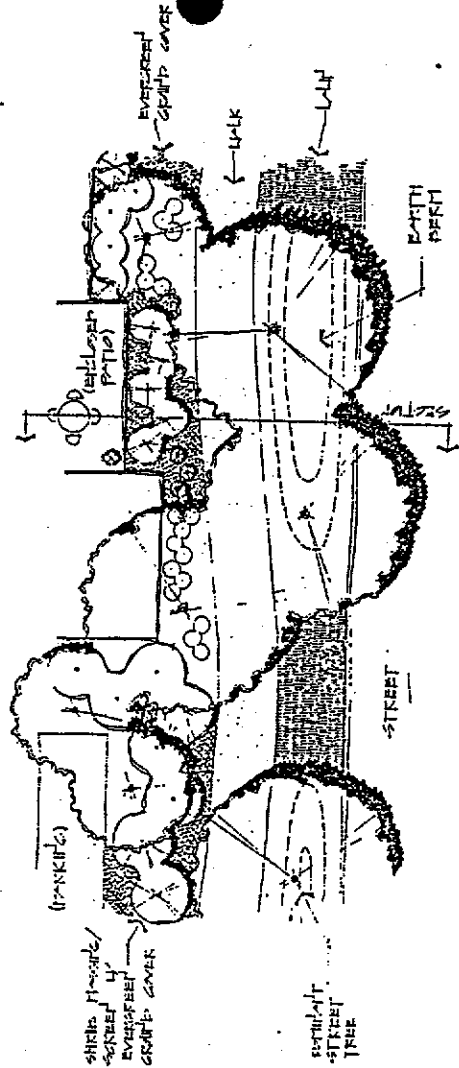
- Lawn is to be used in areas closest to the road.
- Use a fast growing, evergreen type ground cover for large shrub areas.
- For project entries and points of interest, an accent flowering evergreen is encouraged.
- Decorative cobble, crushed rock, or gravel are not to be used extensively as a ground cover material, except under native oaks. Cobbles (2" to 8") may be used to stabilize drainage swale channels. Permanent wood chips (except under native oaks) are not to be used as a ground cover. Large native boulders and imported field stones are permitted as a landscape accent material.

EARTHWORK:

- Use earth berms for screening, accenting and aesthetics.
- Mounding is recommended in planting areas that may have layers of sub-surface rock. Obtain soils report to verify existing conditions.
- Lawn areas are not to exceed a 3:1 slope; and shrub areas are not to exceed a 2:1 slope.

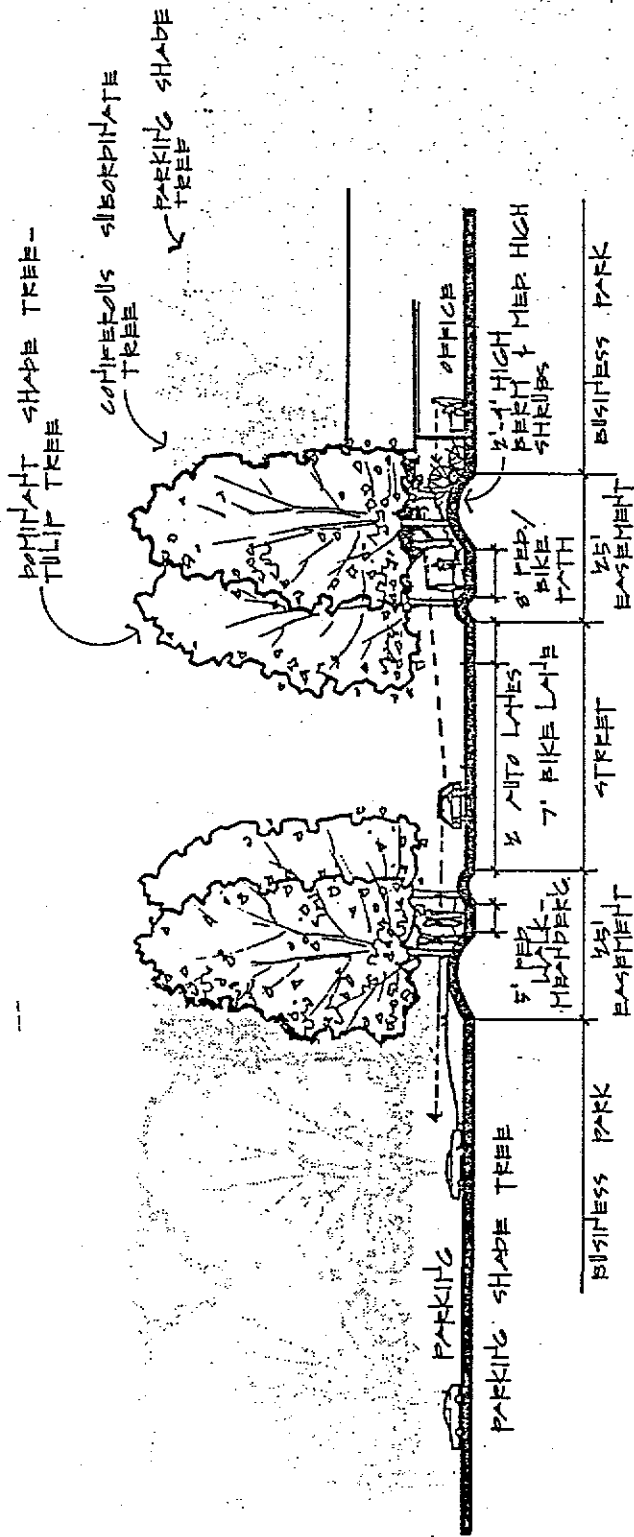


Section/Elevation



PROFESSIONAL DRIVE

COLLECTOR STREETS



Section/Elevation (EE)

(Note: Landscape easement plans were completed prior to report.)

TREES

REQUIRED MAJOR STREET TREE

Liriodendron tulipifera - Tulip Tree
Grouped in staggered rows 25'-30' on center with no fewer than 3 trees per group. Fifteen (15) gallon size.

PROPOSED SUBORDINATE EASEMENT TREES

- Coniferous screening:
Pinus halepensis - Aleppo Pine
- Deciduous accent:
Liquidambar styraciflua 'Palo Alto' - Sweetgum
Prunus blireiana - Pink Flowering Plum (24" box)
 *Fifteen (15) gallon size.

SHRUBS

- HIGH (6'-10'): Photinia fraseri - Fraser Photinia, Xylosma congestum - Xylosma, Pittosporum.
- MEDIUM (3'-6'): Hebe 'Co-ed' - Hebe, Nerium oleander 'Mrs. Roeding' - Oleander, Raphitolepis indica 'Pink Lady' - Indian Hawthorn.
- LOW (1'-3') : Agapanthus africanus - Lily-of-the-Nile, Moraea iridioides, Pyracantha 'Santa Cruz'.

Lawn mostly in areas between meandering bike/pedestrian path and street. Majority of foliage cover is next to outside landscape easement line. Ground cover is *Hedera helix 'Hahn'* - Hahn's Ivy planted from flats 12" on center. Accent ground cover at site entries is *Gazania 'Fiesta Red'*.

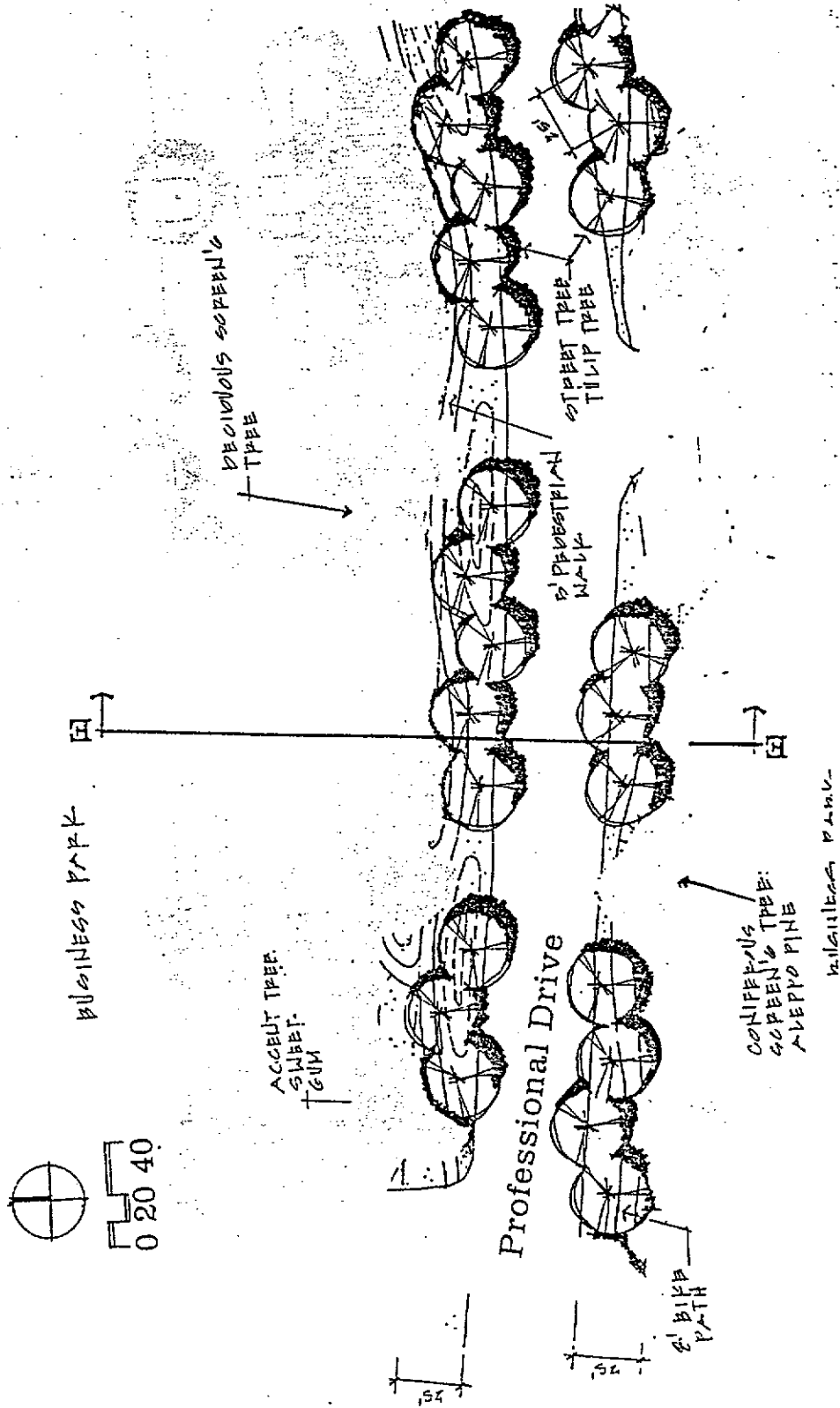
RIGHT OF WAY: 54'

LANDSCAPE EASEMENT: 25'

CIRCULATION: 8' wide bike path on south side of road.
5' wide pedestrian walk on north side.

ADJACENT LAND USES: Business park, commercial.

PLAN VIEW



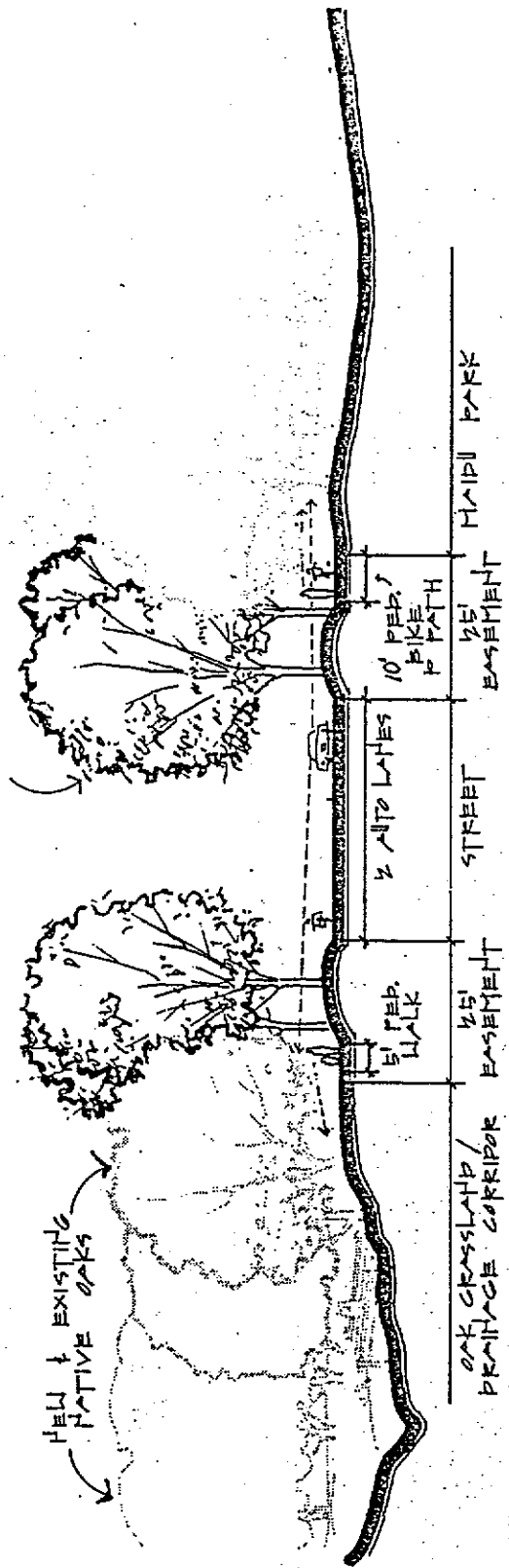
PARK LOOP RD.

COLLECTOR STREETS

PARK GROVE TREE -
RED RIVER GUM →

PORPHYRY SHADE TREE -
EVERGREEN ASH

NEW & EXISTING
NATIVE OAKS



Section/Elevation (FF)

TREES

REQUIRED MAJOR STREET TREE

Fraxinus uhdei - Evergreen Ash
Plant in grouped staggered rows. Groupings to have no fewer than 3 trees.

RECOMMENDED SUBORDINATING EASEMENT TREES

Grove tree:
Eucalyptus camaldulensis - Red River Gum. Plant in irregular spaced groupings between and behind ash street trees. Use heavier quantity where visual screening needed.

Native tree:

Quercus wislizenii - Interior Live Oak
Quercus lobata - Valley Oak
Use to augment existing oaks and to delineate pedestrian crosswalks.

SUBORDINATING EASEMENT TREES

Screening and/or canopy tree
Recommended deciduous trees:
Alnus cordata - Italian Alder
Robinia pseudoacacia - Black Locust

Accent

Recommended for street and pedestrian entry points other than to oak woodland areas:
Cercis occidentalis - Western Redbud
Pistacia chinensis - Chinese Pistache
Pyrus kawakamii - Evergreen Pear

UNDERSTORY/GROUND PLANE

SHRUBS BETWEEN STREET AND RESIDENTIAL AREA

- Recommended size for primary usage:
- HIGH SHRUBS (6'-10')**: to provide privacy for home and scale to buildings.
- MEDIUM SHRUBS (3'-6')**: to harmonize building with surroundings and emphasize pedestrian circulation.
- LOW SHRUBS (1'-3')**: for close observation accent and define vehicular and pedestrian points of entry. Do not use low or prostrate growing shrubs with required ground cover (Coyote bush) which will overtake them. Smaller shrubs should be used in masses.

SHRUBS BORDERING OR IN OAK WOODED DRAINAGE COORIDORS

Recommend use of natives and/or plants that associate well with natives. Primary uses are to define pedestrian/bike circulation and visual interest. Generally, low

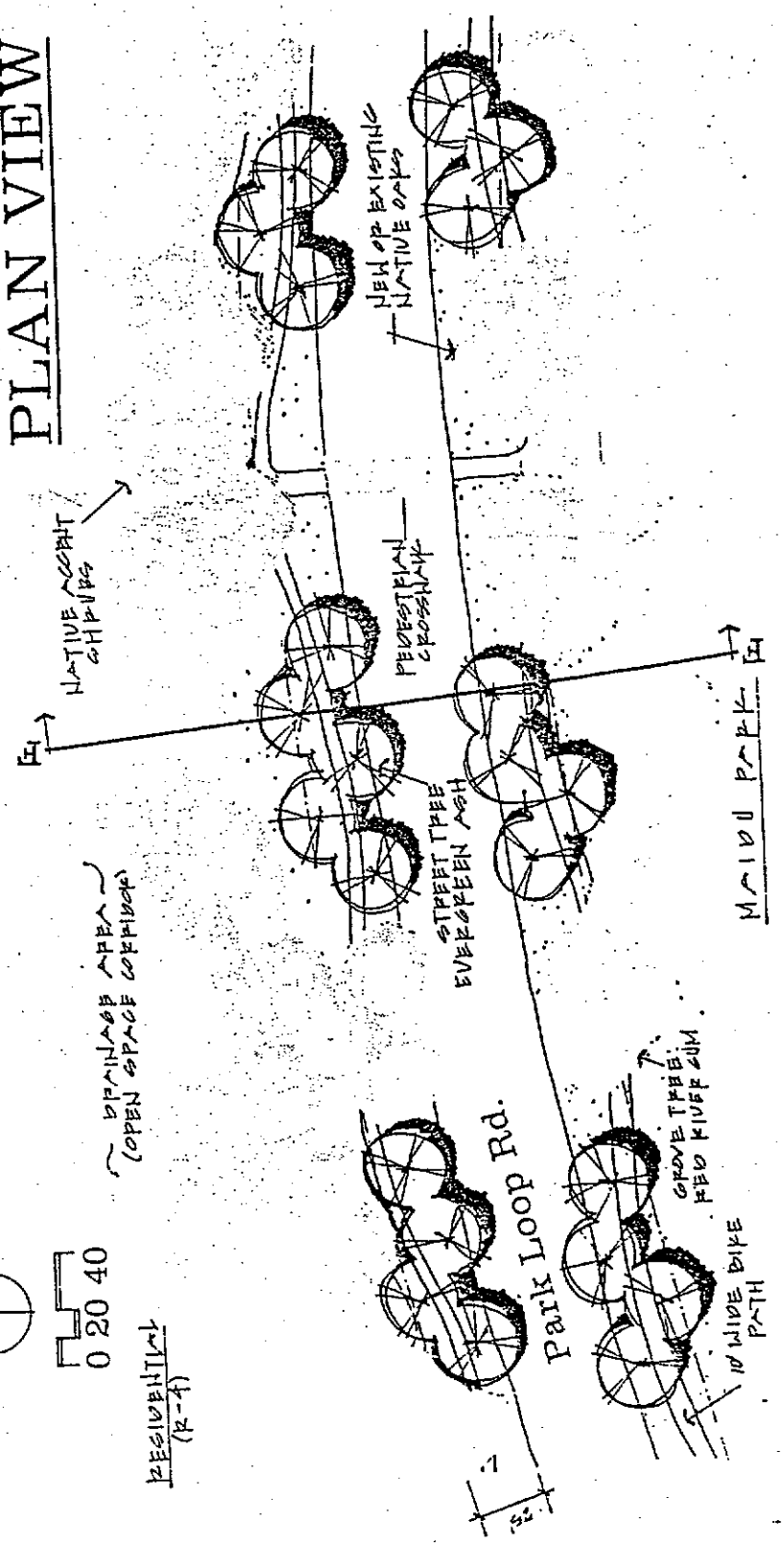


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RESIDENTIAL (R-4)

DRAINAGE AREA (OPEN SPACE CORRIDOR)

PLAN VIEW



shrubs should be in the foreground with larger shrubs planted toward the back or away from the viewer. *Refer to List of Native Shrubs for selection.

GROUND COVER

Utilize lawn as much as possible, particularly in areas adjacent to streets. Use ground covers such as Baccharis pilularis 'Twin Peaks' - Twin Peaks Dwarf Coyote Bush. Plant from flats. For accents use either seasonal color or textural contrast.

EARTH MOUNDING

Use repeating 2'-4' high mounds on either side of pedestrian walk for screening and interest.

RIGHT OF WAY: 54'

LANDSCAPE EASEMENT: 25' wide

CIRCULATION: 10' wide bike path on park side and 5' wide pedestrian walk on opposite side.

ADJACENT LAND USES: Residential (R-4,7,22)

BK3192 PG726

BK3074 PG401

PARKHILL DRIVE

COLLECTOR STREETS

UPRIGHT TREE → SUBORDINATE → ON-SITE EVERGREEN SCREENING TREE

Section/Elevation (GG)

TREES

REQUIRED MAJOR STREET TREE

Pistacia chinensis - Chinese Pistache
Plant groupings in staggered row.

SUBORDINATE EASEMENT TREES

Screening
Recommended conifer:
Sequoia sempervirens - Coast Redwood
(hybrid varieties)

Alternatives:
Pinus canariensis - Canary Island Pine
Pinus halepensis - Aleppo Pine

Recommended deciduous trees:
Alnus rhombifolia - White Alder
Liquidambar styraciflua - Sweetgum
(hybrid varieties)

Broadleaf evergreens:
Acacia melanoxylon - Black Acacia
Eucalyptus sp. (hybrid varieties)

Canopy
Recommended primarily for commercial areas.
Must be able to withstand pruning up to 12' for sight lines:
Alnus cordata - Italian Alder
Liriodendron tulipifera - Tulip Tree
Pyrus kawakamii - Evergreen Pear

Accent
Recommended for site entries and points of interest:
Liquidambar styraciflua - Sweetgum
(hybrid varieties)
Nyssa sylvatica - Tupelo
Pyrus kawakamii - Evergreen Pear
Prunus cerasifera - Purple-leaf Plum
(hybrid varieties)
Prunus serrulata - Flowering Cherry
(hybrid varieties)

62.

8K3192 PG727
UNDERSTORY/GROUND PLANE

SHRUBS

Recommended size required for site use:

HIGH SHRUBS (6'-10'): to provide scale for buildings in commercial area and cluster housing. Fast growing types for privacy screens.

MEDIUM SHRUBS (3'-6'): to harmonize all buildings' foundation with surroundings, delineate vehicular and pedestrian ways, screen parking areas, accent entry drives.

LOW SHRUBS (1'-3'): accent and define vehicular and pedestrian points of entry.
 *Refer to Recommended Shrub Planting List for selection.

GROUND COVERS

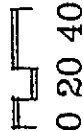
Lawn is generally required for areas closest to street, with shrub areas nearer to buildings and outer easement line. Large shrub ground cover areas to have *Hypericum calycinum* - St. Johnswort. Utilize flowering and textural accent covers at vehicular/pedestrian entries and points of interest.
 *Refer to Recommended Ground Covers List.

RIGHT OF WAY: 54'

LANDSCAPE EASEMENT: 25'

CIRCULATION: 8' wide bike path on north side and 5' pedestrian path on south side.

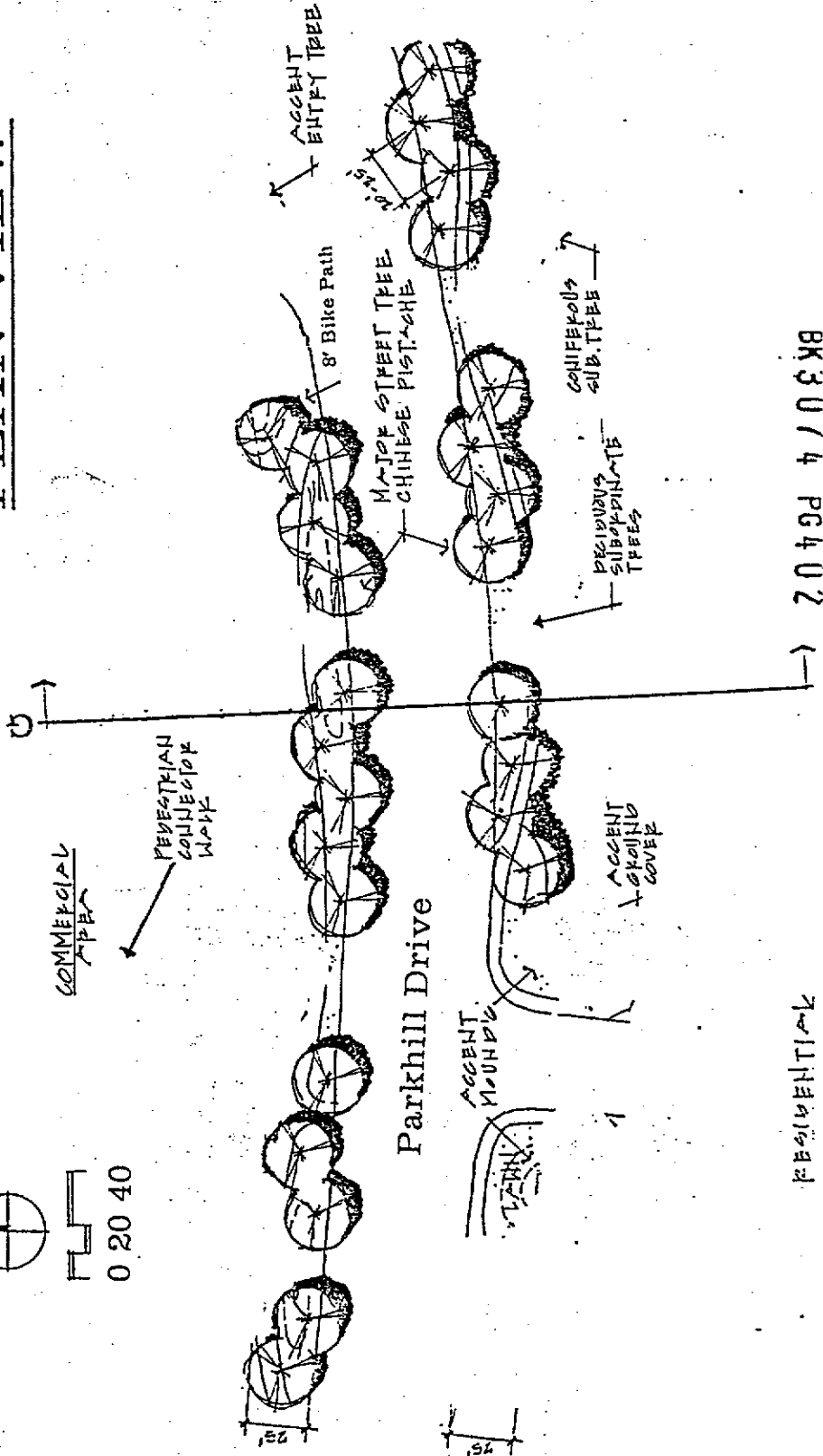
ADJACENT LAND USES: Commercial, residential (U-4.7.10)



COMMERCIAL AREA

PEDESTRIAN CONNECTOR WALK

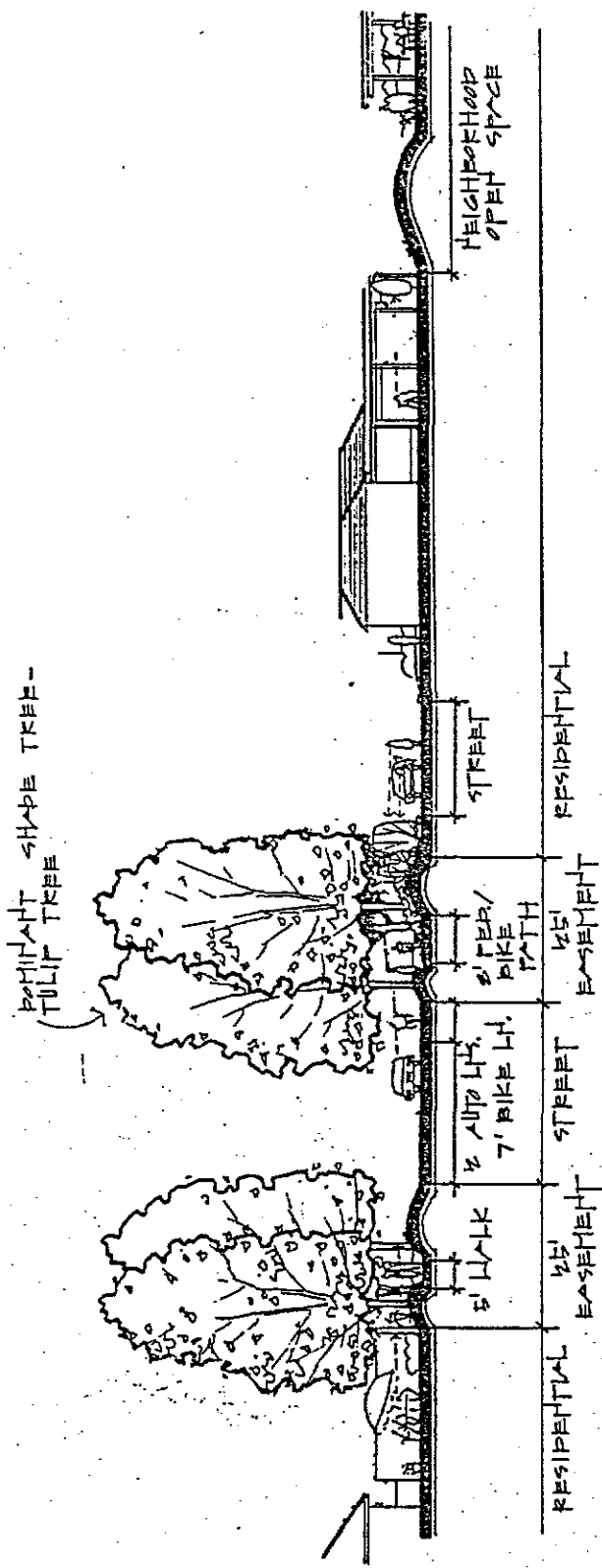
PLAN VIEW



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NORTH CIRBY WAY

COLLECTOR STREETS



Section / Elevation (HH)

TREES

REQUIRED MAJOR STREET TREE

- Liriodendron Tulipifera* - Tulip tree
- Plant in grouped staggered rows.

SUBORDINATING EASEMENT TREES

- Screening
 - Recommended conifers:
 - Sequoia sempervirens* - Coast Redwood
 - (hybrid varieties)
 - Pinus canariensis* - Canary Island Pine
 - Pinus halepensis* - Aleppo Pine
 - Recommended deciduous trees:
 - Alnus rhombifolia* - White Alder
 - Betula alba* - White Birch
 - Liquidambar styraciflua* - Sweetgum
 - (hybrid varieties)
- Recommended broadleaf evergreens:
 - Eucalyptus sideroxylon* 'Rosea' - Red Ironbark
 - Eucalyptus polyanthemus* - Silver Dollar Gum

Canopy

- Recommended deciduous trees:
 - Alnus cordata* - Italian Alder
 - Liquidambar styraciflua* - Sweetgum
 - (hybrid varieties)
 - Nyssa sylvatica* - Tupelo

Recommended broadleaf evergreen:

- Acacia melanoxylon* - Black Acacia

Accent

Recommended for vehicular and pedestrian points of entry and corners:

- Betula alba* - White Birch
- Lagerstroemia indica* - Crape Myrtle
- Prunus cerasifera* - Purple-leaf Plum
- (hybrid varieties)
- Prunus serrulata* - Flowering Cherry
- (hybrid varieties)
- Pyrus kawakamii* - Evergreen Pear

UNDERSTORY/GROUND PLANE

SHRUBS

Recommended size for usage:

HIGH SHRUBS (6'-10'): to provide privacy and scale for homes.

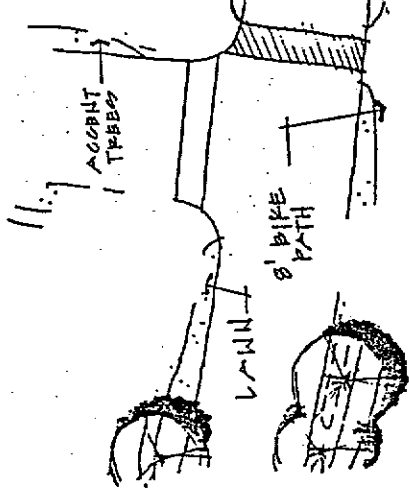
MEDIUM SHRUBS (3'-6'): to harmonize all buildings' foundation with surroundings, delineate vehicular and pedestrian ways, screen parking areas, accent entry drives.

LOW SHRUBS (1'-3'): for close observation, to accent and define vehicular and pedestrian points of entry.

*Refer to Recommended Shrub Planting List for selection.



20 40



GROUND COVERS

Utilize lawn as much as possible, particularly in areas adjacent to streets. For smaller areas next to fences or building use a foliage ground cover. Plant Vinca minor - Dwarf Periwinkle in all shrub areas. For accents and points of interest use seasonal color covers. *Refer to Recommended List of Ground Covers

EARTH MOUNDING

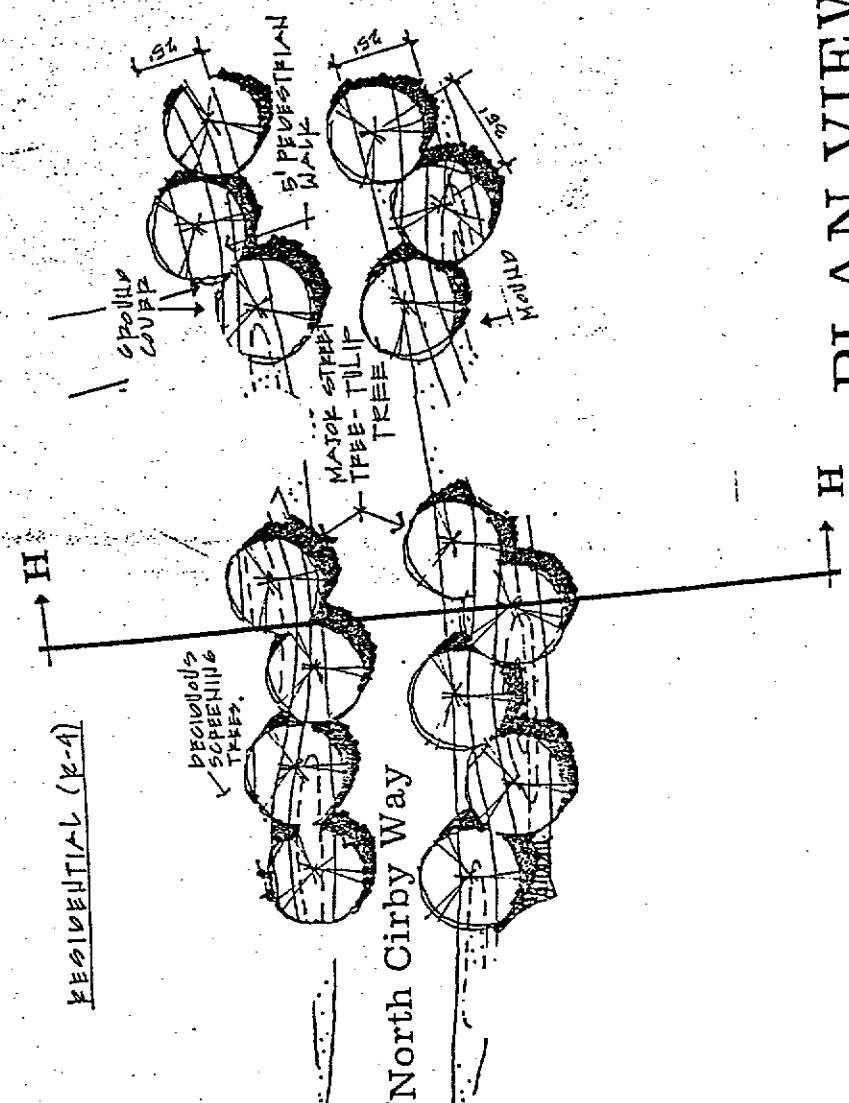
Use repeating 2'-4' high mounds on either side of pedestrian walk and bike path for screening and interest.

RIGHT OF WAY: 54'

LANDSCAPE EASEMENT: 25' wide

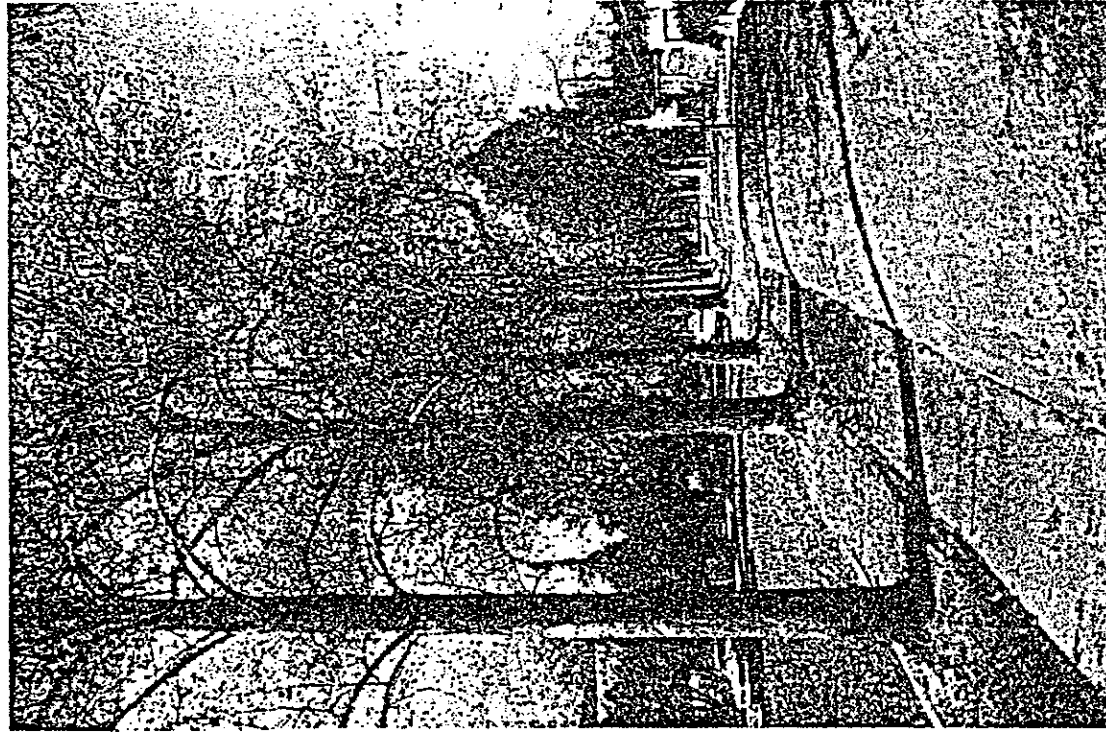
CIRCULATION: 8' wide bike path on south side and 5' wide pedestrian walk on north side.

ADJACENT LAND USES: Residential (R-4,8)



PLAN VIEW

RESIDENTIAL (R-4,8)



Mature planting of tulip trees in older section of Roseville.

LOCAL STREETS

(Neighborhood)

The principal role of trees within the corridor is to differentiate the street from the private garden, giving harmony to the neighborhood. Residential gardens reflect a high degree of individuality and rightfully so. On the other hand, a street is a public or semi-public space. The street, just as a garden planting, should be considered a design problem. However, a street is not a garden, but a larger-scaled landscape relating to the street corridor and the auto travel experience. The repetition of trees and understory help unify a street of varying architectural styles, garden plantings in the frontyards of "lot and block" subdivisions as well as along streets within "planned-unit developments."

GUIDELINES

TREE TREATMENT

- Achieve continuity of streets through use of repetition of similar trees.
- Encourage use of one or two medium and/or large trees. The most dominant should be faster growing.
- Choose trees with distinctive colors and textures for neighborhood identity.
- Rows or groves of trees planted near streets should tie together the varying architectural styles of the project.
- Trees are to be located a minimum of 5' away from curb at all residential driveways to maintain good visibility of on-coming traffic.
- Tree placement must allow for sufficient root space adjacent to paved surfaces and underground utilities. Trees are to be located 3' minimum away from curbs and sidewalks. Some tree species require more room, and must be accommodated accordingly — consult growth habit of each tree type individually.)

UNDERSTORY/GROUNDPLANE

Shrubs:

- Use away from street, close to houses or community fencing.
- Plants should match or compliment each other throughout the neighborhood.

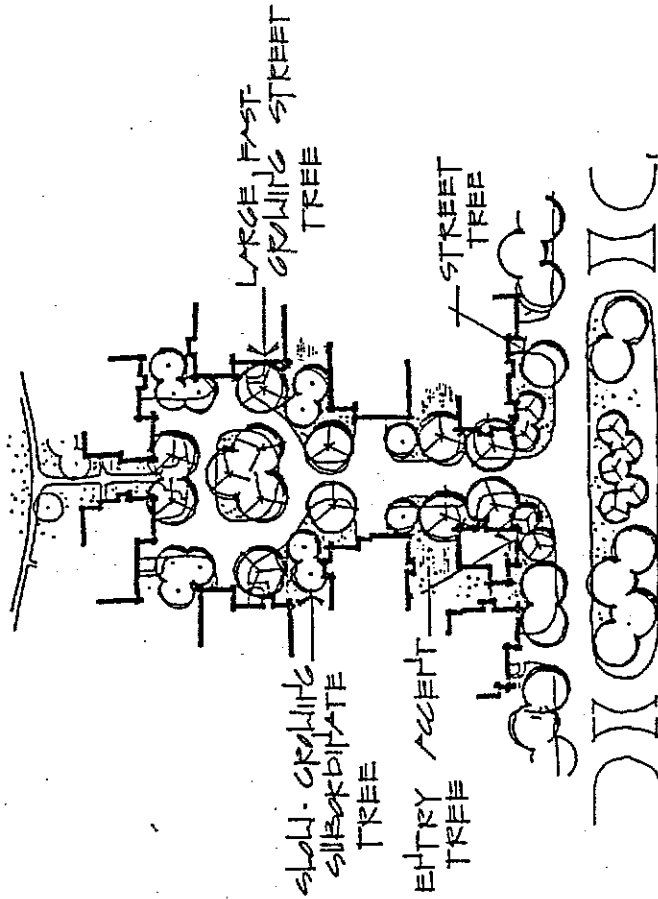
- They should help differentiate the street from the private garden.
- Choose shrubs that will not overgrow space or require unnecessary maintenance.

Ground covers:

- Lawn should be used whenever possible to help link together different areas.
- Evergreen foliage covers should be used in large shrub areas and flowering evergreen and seasonal color in areas of entry and accent.

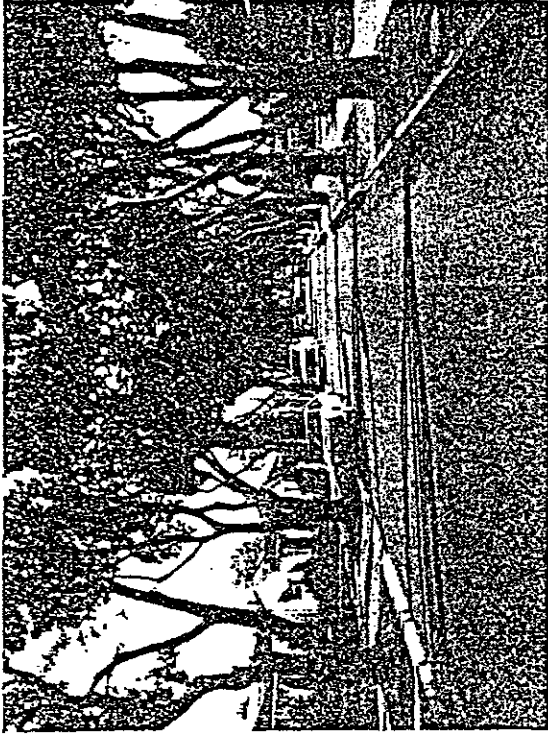
Earthwork:

- Mounding is encouraged wherever possible for screening, aesthetics and if existing soil conditions are poor.

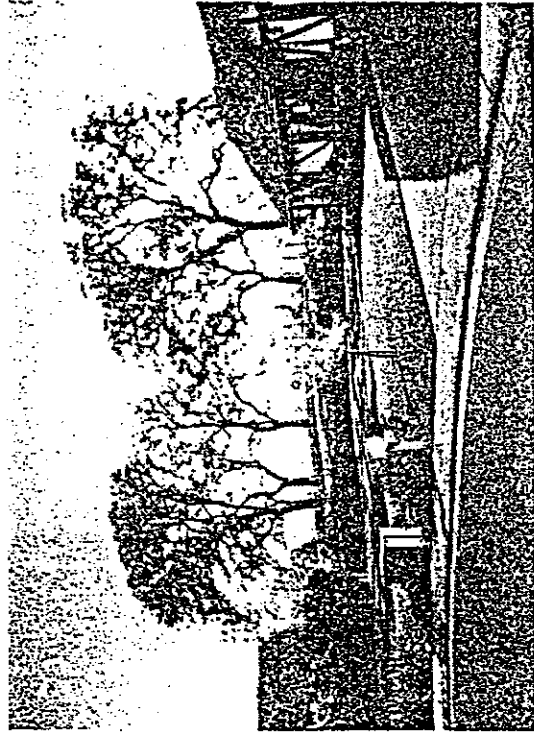


NEIGHBORHOOD STREET TREATMENT:

Cul-de-sac planting using alternation of two tree types — fast-growing shade tree with a slow-growing species for long-term effect.



Camphor trees along a residential street in Mountain View, CA.



Native oak preserved in a residential cul-de-sac, Johnson Ranch, Roseville.

TREES FOR LOCAL STREETS

Trees that are small or have an upright form

Plant Name	deciduous broadleaf evergreen, or conifer	form
<i>Alnus cordata</i> ITALIAN ALDER	dec	ovoid
<i>Eucalyptus leucoxylon</i> WHITE IRONBARK	ble	ovoid
<i>Eucalyptus sideroxylon</i> 'Rosea' RED IRONBARK	ble	ovoid
<i>Ginkgo biloba</i> 'Autumn Gold' MAIDENHAIR TREE	dec	ovoid
<i>Lagerstroemia indica</i> GRAPE MYRTLE	dec	vase-shaped
<i>Liquidambar styraciflua</i> (variety) SWEETGUM	dec	conical
<i>Liriodendron tulipifera</i> TULIP TREE	dec	ovoid
<i>Malus floribunda</i> JAPANESE FLOWERING CRABAPPLE	dec	round
<i>Nyssa sylvatica</i> TUPELO	dec	ovoid
<i>Pinus canariensis</i> CANARY ISLAND PINE	con	conical
<i>Pinus halepensis</i> ALEPPO PINE	con	ovoid
<i>Prunus blireiana</i> DOUBLEPINK CHERRY PLUM	dec	round
<i>Prunus cerasifera</i> 'Atropurpurea' PURPLE-LEAF PLUM	dec	round
<i>Prunus serrulata</i> (variety) JAPANESE FLOWERING CHERRY	dec	round
<i>Pyrus kawakami</i> EVERGREEN PEAR	ble	round
<i>Robinia ambigua</i> 'Idahoensis' IDAHO LOCUST	dec	ovoid
<i>Sequoia sempervirens</i> (variety) COAST REDWOOD	con	conical

TREES FOR LOCAL STREETS

Large Trees -- generally rounded forms suitable for development of tree canopy

Plant Name	deciduous, broadleaf evergreen or conifer	growth rate	
<i>Celtis sinensis</i> CHINESE HACKBERRY	dec	moderate	<i>Quercus lobata</i> VALLEY OAK
<i>Cinnamomum camphora</i> CAMPBOR TREE	ble	slow	<i>Quercus suber</i> CORK OAK
<i>Fraxinus holotricha</i> 'Moraine' MORaine ASH	dec	fast	<i>Quercus wislizenii</i> INTERIOR LIVE OAK
<i>Fraxinus oxycarpa</i> 'Raywood' RAYWOOD ASH	dec	fast	<i>Ulmus parvifolia</i> CHINESE ELM
<i>Fraxinus uhdei</i> EVERGREEN ASH	semi-dec	fast	<i>Zelkova serrata</i> ZELKOVA
<i>Gleditsia triacanthos</i> (variety) HONEY LOCUST	dec	moderate	
<i>Magnolia grandiflora</i> 'Samuel Sommer' SOUTHERN MAGNOLIA	ble	slow	
<i>Pistacia chinensis</i> 'Keith Davey' CHINESE PISTACHE	dec	slow	
<i>Platanus acerifolia</i> 'Bloodgood' or 'Yargood' LONDON PLANE TREE	dec	fast	

PLAZAS, MALLS AND PEDESTRIAN WALKWAYS

These spaces are small in scale and size and are related to the slow pace of walking. Interesting shadow patterns on pavement, seasonal color and sculptural form are desirable elements in plant material selection. Protection from the sun and wind are important considerations for sitting, gathering and walking areas.

GUIDELINES

TREE TREATMENT

- Trees should generally be planted closely together. They can be grouped in various patterns including grids and formal lines.
- Foliage canopy treatment relating to buildings is encouraged.
- Unless planting area is large, trees with overhead branching should be used. Branching patterns for desired effects are important considerations.
- Low branching trees are to be avoided.

UNDERSTORY/GROUNDPLANE

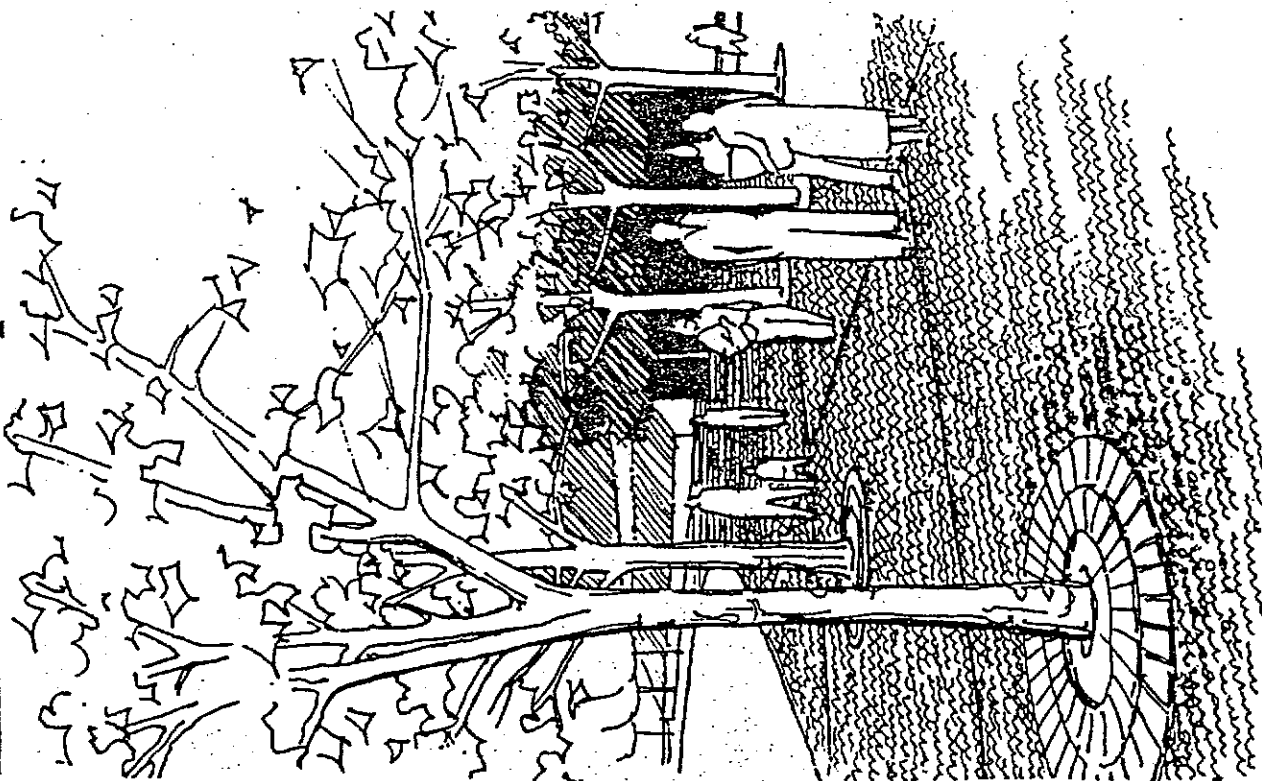
- Shrubs:
- Utilize the opportunity to use a variety of shrubs and higher maintenance types such as roses for Roseville.
 - Close human observation allows the use of more delicate plants with seasonal interest.
 - Protected areas from wind and sun are often appropriate for the use of sensitive plants.
 - Trees must be able to withstand abuse and avoid brittle branches vulnerable to foot traffic.

Ground covers:

- Unless elevated, foliage covers must be rugged and take abuse.

Earthwork:

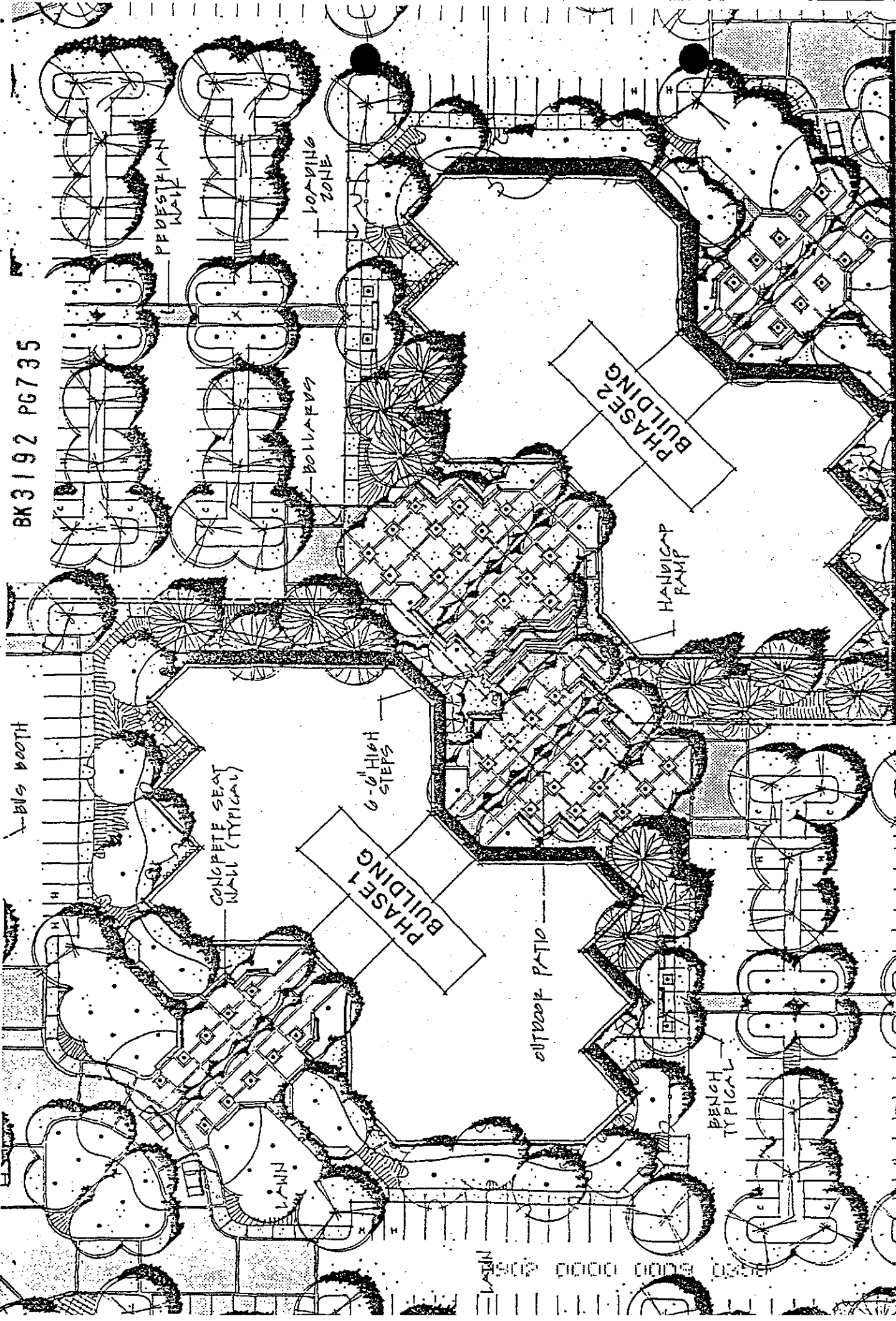
- Ground plane can be maintained or grade differences minimized.
- Use elevation differences accentuated by level terraces for dramatic effect.
- Pedestrian walks: may be more direct, with more intricate design, textural changes, etc.
- Potential access problems for handicapped people must be considered. Textures and materials which create difficulties in this regard should be avoided.
- Use of water as focal points in design is desirable.
- Raised planters and mounds are appropriate for visual interest.



Plaza trees break up large expanse of pavement and moderate seasonal surface temperatures.

BK3192 PG735

BIKE BOOTH



CONCEPTUAL PLAN

Plazas, Malls & Residential Walkways

BK3074 PG410

0 5000 10000 20000 FEET

TREES RECOMMENDED FOR PLAZAS, MALLS, & PEDESTRIAN WALKWAYS

plant name	form	height/spread (at 30 yrs.)	Deciduous, broadleaf evergreen, or conifer	
<i>Acer palmatum</i> JAPANESE MAPLE	round	15'/15'	dec	Liquidambar styraciflua (hybrid varieties) SWEETGUM
<i>Albizia julibrissin</i> SILK TREE	round	30'/35'	dec	<i>Magnolia grandiflora</i> (hybrid varieties) SOUTHERN MAGNOLIA
<i>Alnus cordata</i> ITALIAN ALDER	ovoid	35'/30'	dec	<i>Magnolia kobus</i> KOBUS MAGNOLIA
<i>Crataegus</i> phaenopyrum WASHINGTON HAWTHORN	round	25'/20'	dec	Malus 'Hopa' FLOWERING CRABAPPLE
<i>Crinodendron patagua</i> LILY-OF-THE- VALLEY	round	35'/30'	ble	Maytenus boaria MAYTEN TREE
<i>Ericobotrya japonica</i> LOQUAT	round	25'/25'	ble	<i>Nerium oleander</i> OLEANDER
<i>Eucalyptus</i> sideroxylon RED IRONBARK	ovoid	60'/20'	ble	<i>Olea europaea</i> 'Swan Hill' OLIVE
<i>Ginkgo biloba</i> 'Fairmount' MAIDENHAIR TREE	pyramidal	25'/15'	dec	<i>Pistacia chinensis</i> CHINESE PISTACHE
<i>Gleditsia triacanthos</i> (hybrid varieties) HONEY LOCUST	round	40'/35'	dec	<i>Platanus acerifolia</i> 'Bloodgood' or 'Yarwood' LONDON PLANE TREE
<i>Koelreuteria bipinnata</i> CHINESE FLAME TREE	round	35'/30'	dec	<i>Podocarpus gracilior</i> FERN PINE
<i>Lagerstroemia indica</i> CRAPE MYRTLE	round	20'/20'	dec	<i>Prunus cerasifera</i> (hybrid varieties) PURPLE-LEAF PLUM
<i>Ligustrum lucidum</i> GLOSSY PRIVET	round	30'/25'	ble	

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**TREES FOR PLAZAS, MALLS,
& PEDESTRIAN WALKWAYS**

(continued)

<i>Prunus serrulata</i> (hybrid varieties) JAPANESE FLOWERING CHERRY	round	25'/25'	dec
<i>Pyrus kawakamii</i> EVERGREEN PEAR	round	25'/25'	ble
<i>Quercus rubra</i> RED OAK	round	40'/30'	dec
<i>Quercus suber</i> CORK OAK	round	40'/30'	ble
<i>Ulmus parvifolia</i> CHINESE ELM	round	30'/30'	ble
<i>Washingtonia robusta</i> MEXICAN FAN PALM	palm	35'/10'	ble
<i>Zelkova serrata</i> ZELKOVA	vase- shaped	35'/35'	dec

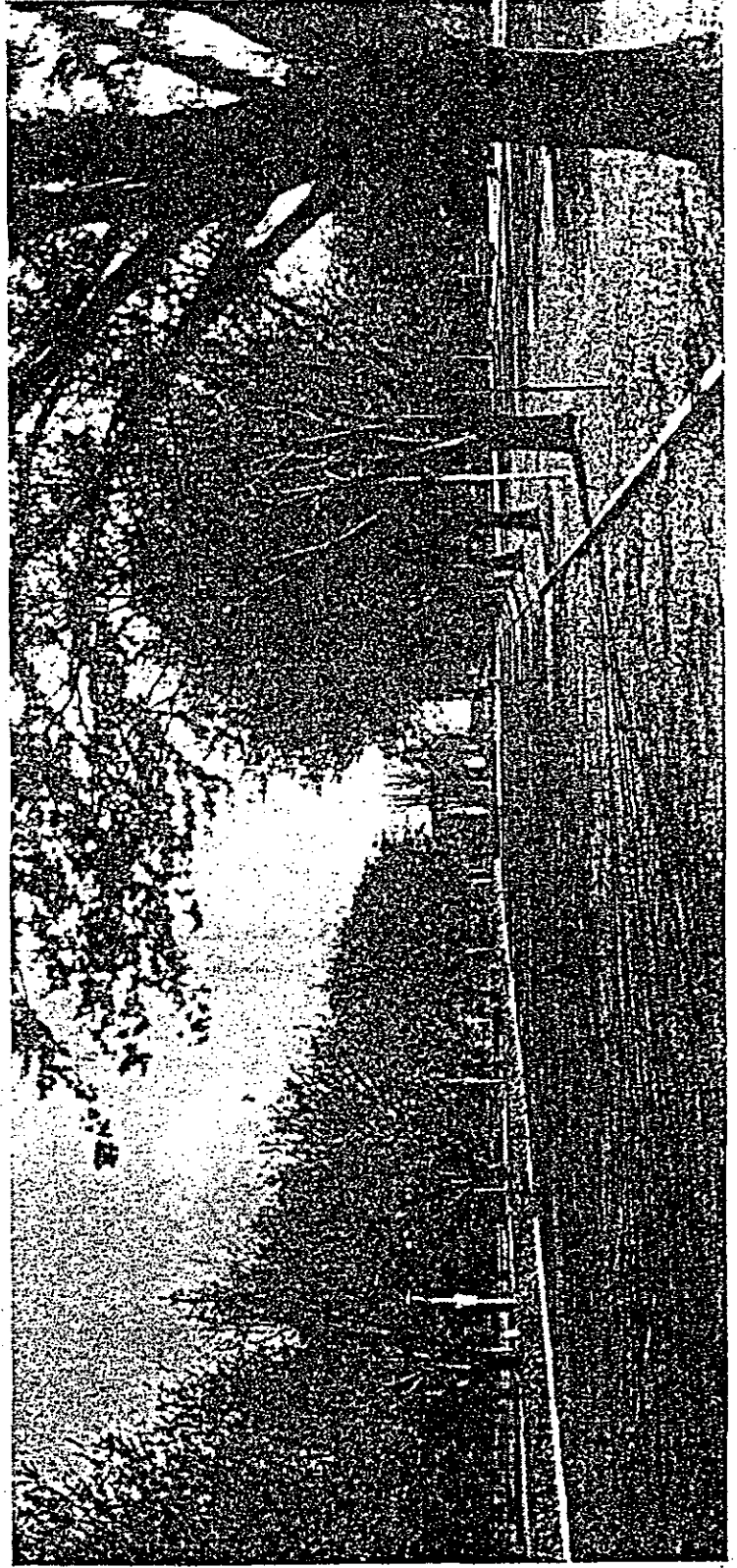
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PARKING AREAS

This area of the urban forest is an extensively used, highly visible area relating to the travel experience. Because of the continuous use of this area, and random circulation patterns, plant material should be hardy, fast growing and durable. Large expanses of asphalt required for parking creates a situation in which trees become the single most important landscape element. When shrubs are used, they should be planted in masses to help break up large spaces and screen undesirable views. The ground plane must be able to withstand foot traffic. Lawn is a good choice for most areas.

Special attention should be given to commercial and business park developments. Here, views to store fronts and easily identifiable buildings are often vital to the success of a business. Careful planning of buildings and landscapes is essential.

Each group of trees has its own special utility, depending upon climatic, functional and aesthetic considerations. For parking areas, there are three main groups of trees.



Hackberries used for shading parking area at California State University, Sacramento.

GUIDELINES

TREE TREATMENT

SHADE TREES:

Trees should have a rounded, high-branched form and grow relatively quickly to cast a broad shadow, thus preventing the pavement from collecting excessive energy in hot summers. Deciduous trees allow winter sun to dry asphalt beneath, which helps to prevent cracking and radiates collected energy back into the surroundings.

EMPHATIC OF DELINEATOR TREES:

Used to guide traffic, highlight entrances, terminate vistas and indicate ends of parking bays. They can be taller and more erect than the shade trees used or they can contrast in foliage color.

SCREENING OR EDGE-DEFINING TREES:

Evergreen trees afford year-round screening. Both round and erect forms are appropriate and low branching is important if space is available. Higher branching trees can be effectively used if they are combined with low shrubs in the understorey.

RECOMMENDED TREES FOR PARKING AREAS

DECIDUOUS,
BROADLEAF
EVERGREEN, OR
CONIFER

PLANT NAME

SHADE TREES

Celtis sinensis
CHINESE HACKBERRY

Cinnamomum camphora
CAMPBOR TREE

Fraxinus holotricha 'Moraine'
MORaine ASH

Fraxinus oxycarpa 'Raywood'
RAYWOOD ASH

Fraxinus p. 'Marshall'
MARSHALL ASH

Fraxinus uhdei
EVERGREEN ASH

Platanus acerifolia
'Bloodgood' or 'Yarwood'
LONDON PLANE TREE

Ulmus parvifolia
CHINESE ELM

Alnus rhombifolia
WHITE ALDER

Eucalyptus leucoxyton
WHITE IRONBARK

Eucalyptus polyanthemus
SILVER DOLLAR GUM

Eucalyptus sideroxyton
RED IRONBARK

Liquidambar styraciflua
(hybrid varieties)
SWEETGUM

Nyssa sylvatica
TUPELO

Prunus cerasifera 'Atropurpurea'
PURPLELEAF PLUM

Prunus serrulata (hybrid varieties)
FLOWERING CHERRY

Pyrus kawakamii
EVERGREEN PEAR

Tilia cordata
LITTLE LEAF LINDEN

SCREEN/EDGING TREE

Acacia melanoxylon
BLACK ACACIA

Alnus rhombifolia
WHITE ALDER

Alnus cordata
ITALIAN ALDER

Eucalyptus camaldulensis
RED GUM

Eucalyptus gunnii
CIDER GUM

Eucalyptus rudis
DESERT GUM

Liquidambar styraciflua (varieties)
SWEETGUM

Liriodendron tulipifera
TULIP TREE

Nyssa sylvatica
TUPELO

Pinus canariensis
CANARY ISLAND PINE

Pinus halepensis
ALEPPO PINE

Sequoia sempervirens (variety)
COAST REDWOOD

Tilia cordata
LITTLE LEAF LINDEN

dec

ble

dec

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UNDERSTORY/GROUNDPLANE

SHRUBS:

- Locate shrubs so that all vehicle sightlines are maintained.
- Plants must be very hardy and durable to withstand user abuse.
- Shrubs should be low to medium in height, 1 - 4' high.
- Plant palette should be simple with masses reading stronger than individual shrubs.

GROUND COVERS:

- Must be able to withstand foot traffic. Lawn is advisable wherever possible.
- When using evergreen foliage cover, plant closely together (6" - 12" on center) from flats.
- Avoid using plants for areas of high pedestrian traffic. Use a decorative paving treatment to avoid maintenance and unsightly planters.

EARTHWORK:

- Screen parking area from street with earth berms. Never exceed a 2:1 slope and always maintain traffic sight lines.

SHRUBS FOR PARKING AREAS

Plant Name	Remarks
HIGH SHRUBS (6 to 20')	
<i>Abelia grandiflora</i> Glossy Abelia	Delicate, good flower color
<i>Dodonaea viscosa</i> 'Purpurea' Purple Hopseed Bush	For large areas, fast growing
<i>Escallonia 'Frutescens'</i> Escallonia Variety	Dense, good flower color
<i>Heteromeles arbutifolia</i> 'Tayon'	Native, good under native oaks
<i>Nerium oleander</i> Oleander	Fast growing, good flower color
<i>Platanus fraseri</i> Platanus	New growth, bright red, clean looking
<i>Pittosporum engelmii</i> Pittosporum	Pleasant light green foliage
<i>P. tobira</i> Pittosporum	Good formal or informal hedge
<i>Prunus laurocerasus</i> English Laurel	Best in partial shade
<i>P. ilicifolia</i> Hollyleaf Cherry	Native, no irrigation needed after established
<i>Xylocarpus congestum</i> Xylocarpus	Good for slope planting

MEDIUM SHRUBS (3 to 6')

<i>Grevillea 'Noelii'</i> Grevillea	Makes excellent barrier
<i>Nerium oleander</i> 'Mrs. Roeding' Oleander Variety	Fine texture and profuse double pink flower in summer
<i>Pittosporum tobira</i> 'Variegata' Variegated Pittosporum	Makes good perimeter screen with colorful foliage
<i>Raphiolepis indica</i> India Hawthorn Varieties	Durable informal screen with outstanding color
<i>Xylocarpus congestum</i> 'Compact' Xylocarpus	Good informal hedge for perimeter area

LOW SHRUBS (1 to 3')

<i>Agapanthus africanus</i> Lily-of-the-Nile	Durable, takes abuse; good for parking islands
<i>Arctostaphylos</i> d. 'Howard McMinin' Manzanita Variety	Native, use under oak trees
<i>Hebe 'Co-ed'</i>	Good for perimeter area for low screen or entry accent color
<i>Moraea iridifolia</i> Moraea, butterfly iris	Makes good entry accent, use in masses
<i>Pittosporum tobira</i> 'Whicolors Dwarf' Pittosporum Variety	Good low, compact foliage for parking islands
<i>Raphiolepis indica</i> India Hawthorn Varieties	Excellent for accents or near buildings

GROUND COVERS FOR PARKING AREAS

Plant Name	Remarks
<i>A. 'Peter Pan'</i> Dwarf Lily-of-the-Nile	Good for small planters, as accent near building
<i>Arctostaphylos</i> 'Emerald Carpet' Manzanita Variety	California native, use under existing oak trees
<i>Baccharis pilularis</i> 'Twin Peaks' Dwarf Coyote Bush	Fast growing cover for sloped areas, California native
<i>Ceanothus gloriosus</i> 'P. Hayes Creeper'	California native, good under oak trees
<i>Guzmania</i> sp. (trailing & clumping types) Guzmania	Makes excellent color accent for small planters
<i>Islandia helix</i> 'Ilanhi' Islandia Ivy	Good for large areas, pleasant light green foliage
<i>Hypericum calycinum</i> Hypericum	Good for slope erosion control
<i>Lantana selowiana</i> Trailing Lantana	Trailing plant good for raised planters
<i>Rosmarinus</i> o. 'Lockwood de Forest' Rosemary	Good for raised planters near buildings
<i>Trachelospermum jasminoides</i> Star Jasmine	Durable plant for parking and pedestrian areas

RESIDENTIAL AREAS

The Southeast Roseville Specific Plan provides for a wide range of residential styles and densities with provisions for single family as well as clustered developments. In residential neighborhoods, the interplay of streets, building and landscaped open space will greatly influence the nature and quality of the home environment. The various treatments of housing should share a desire to create open space in addition to public corridors.

Landscape options increase if the relationship of private and public space is flexible.

Listed below are a number of program objectives offered to assist in residential development:

- Make recommendations concerning the arrangement of housing, coordination of open space, auto/pedestrian separation, etc.
- Suggest treatment of trees and ground plane to coordinate and unify with surrounding street planting.
- Help define open space and its possible roles, such as:
 - Recreation and children's play areas
 - Community gardens
 - Continuity with creek system
 - Separating people from streets
- Encourages the use of bike paths and berms to separate paths from automobiles.

PLANTING CONSIDERATIONS:

Repeat the same major street tree on a block or use two repeating types. If two trees are used, one tree should be dominant and faster growing. The dominant tree should be a larger tree with a rounded head if space is available.

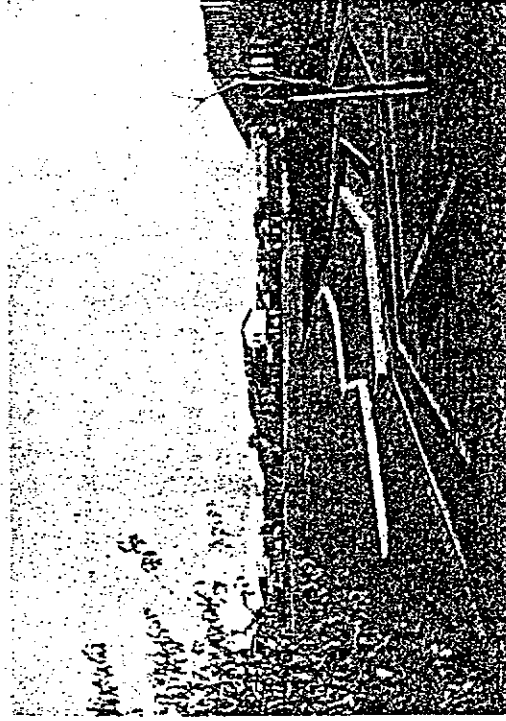
Shrub and ground cover treatment should be simplified reflecting public space. In private areas, individuality and variety should be used.

ENERGY CONSERVATION/SOLAR ACCESS CONSIDERATIONS:

Use deciduous trees on south sides of buildings for shade in the summer, but allowing sun through the branching in the winter.

Use evergreen trees as wind buffers where feasible.

Solar orientation of buildings should be encouraged wherever possible.



Community center and Common along drainage swale in Village Homes, Davis.



Small residential pocket park along drainage swale. (In winter, sandy basin allows water to percolate down to replenish ground water; in summer, it becomes a children's play area.)

SCHOOLS AND PARKS

Public schools, as well as parks, present a splendid opportunity for extensive tree plantings. Planting programs that combine visual quality and environmental education should be encouraged. The objective should be to develop integrated, harmonious plantings following a carefully developed theme, rather than to collect numerous, unrelated plants.

Criteria similar to those developed for residential streets and neighborhoods apply. Special attention can be made to riparian vegetation by school children by including it as a part of their education. The rich creek environment affords opportunities for countless studies — trees, fish, wildlife and birds. Such plantings should be carefully planned using consultants such as a landscape architect and a plant ecologist or biologist.

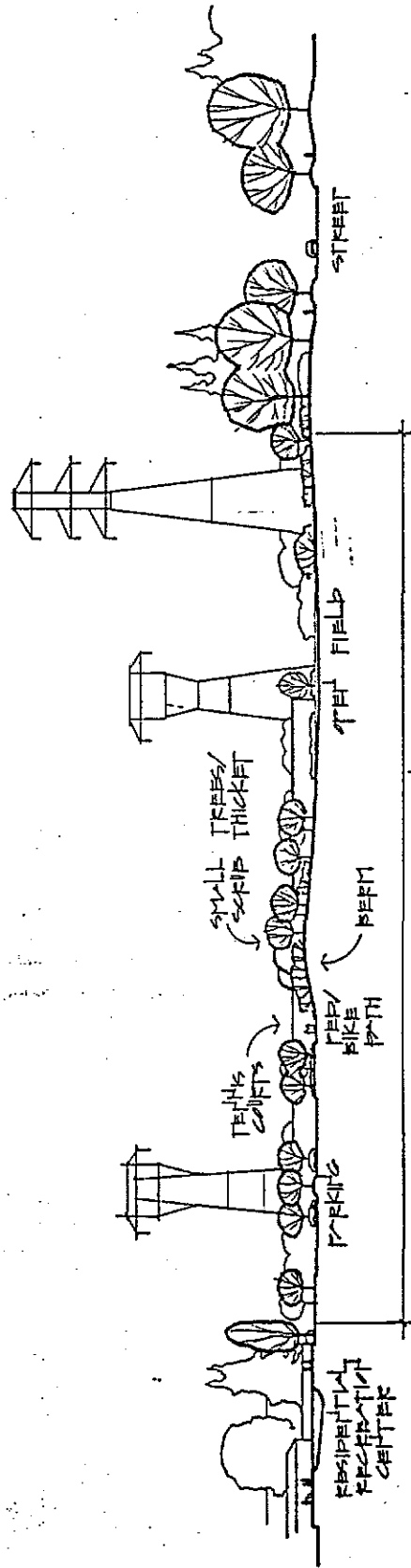
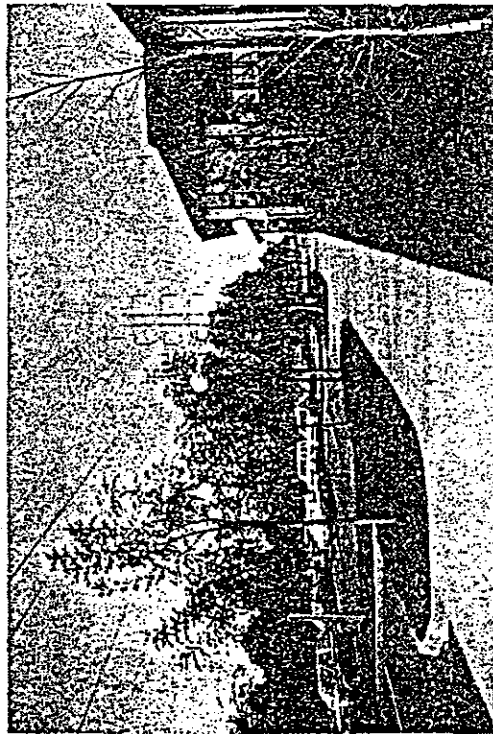
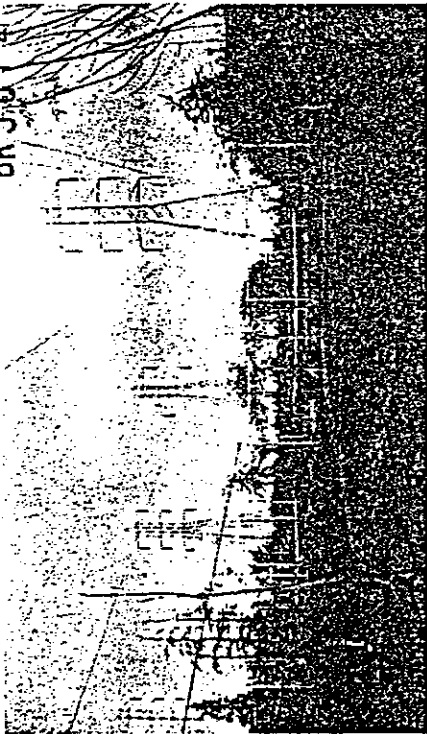
SPECIAL AREA: UTILITY EASEMENT

A special transition area within the Southeast Roseville Specific Plan is a 475-foot wide SMUD, PG&E city electric utility easement that is routed through residential and business park areas. Plant material used must be carefully selected. Trees should be rounded in form and medium to small in height. They must be planted in groupings allowing service vehicle passage.

These areas will typically be used for open space/recreation uses and for various types of vehicle parking.

top: Tennis courts serving residents of the housing development located adjacent to the utility easement. (to right) Campus Commons, Sacramento, Calif.

bottom: Office parking located under power lines. Campus Commons, Sacramento, Calif.



Section/Elevation

475' UTILITY EASEMENT

TREES FOR UTILITY EASEMENT PLANTING

Plant Name	deciduous broadleaf evergreen			
<i>Callistemon citrinus</i> Lemon Bottlebrush	broadleaf		<i>Photinia fraseri</i> Photinia	broadleaf
<i>C. viminalis</i> Weeping Bottlebrush	broadleaf		<i>Prunus blireifana</i> Double-pink Cherry Plum	deciduous
<i>Ceanothus a. 'Ray Hartman'</i> Ceanothus variety	broadleaf		<i>P. cerasifera 'Thundercloud'</i> Cherry Plum variety	deciduous
<i>Cercis occidentalis</i> Western Redbud	deciduous		<i>P. ilicifolia</i> Hollyleaf Cherry	broadleaf
<i>Crataegus 'Autumn Glory'</i> Hawthorn variety	deciduous		<i>P. serrulata 'Kwanzan'</i> Flowering Cherry variety	deciduous
<i>C. phaenopyrum</i> Washington Thorn	deciduous		<i>P. yedoensis 'Akebono'</i> Flowering Cherry variety	deciduous
<i>Dodonaea viscosa 'Purpurea'</i> Purple Hopseed Bush	broadleaf		<i>Pyrus kawakamii</i> Evergreen Pear	semi-decid.
<i>Eriobotrya japonica</i> Loquat	broadleaf		<i>Rhamnus alaternus</i> Italian Buckthorn	broadleaf
<i>Heteromeles arbutifolia</i> Toyon	broadleaf			
<i>Lagerstroemia indica</i> Crape Myrtle	deciduous			
<i>Laurus nobilis</i> Grecian Laurel	broadleaf			
<i>Ligustrum japonicum</i> Wax-Leaf Privet	broadleaf			
<i>Malus floribunda</i> Flowering Crabapple	deciduous			
<i>Magnolia soulangiana</i> Saucer Magnolia	deciduous			
<i>Nerium oleander</i> Oleander	broadleaf			
<i>Olea europaea 'Manzanillo'</i> Olive variety	broadleaf			

REFERENCES

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PLANT CHARACTERISTICS GUIDE

This listing is intended primarily to allow selection of particular plant characteristics or forms to suit your various needs more readily.

- a. The "Available Form" column designates forms generally available by variety at this printing. The most common form is shown first. ST = standard or headed tree, N = natural (i.e., not headed), LB = low branched, COL = columnar, W = weeping, PYR = pyramidal, SH = shrub, M = multi-stem or make-up (3 per container).
- b. "Size:" Here consider most varieties as if they were trees, although quite obviously a few are more often seen as shrubs. Thus, a small tree might be a large shrub, and will be shown as "SM". EXTREME slowness downgrades these size ratings slightly. "Small" generally indicates under 25 ft. "Large" generally indicates over 60 - 80 ft.
- c. "Fast Growing:" This is obviously an arbitrary estimate and will vary with the particular environment or situation. Certain "A" rated trees will add as much as 5 - 6 feet of height per year in the early years, while "B" rated trees might add 3 - 4 feet per year.
- d. "Drought Resistant": Implies survival under rainfall conditions similar to that of the Los Angeles basin (12 - 15"). It should not suggest that an occasional watering would not help growth, particularly in the first few seasons. (It is interesting to note that natives of the world's other dry lands are often more drought resistant than our own. Generally these are of Australian, Mediterranean or African origin). A = very drought resistant, B = somewhat drought resistant, C = less drought resistant.
- e. "Frost Resistant": A = Tolerates 10°F or less, B = 20°F, C = 30°F. Of course, plants hardened off or neglected in fall will withstand more cold, nor are short cold periods as damaging. Of course, up-slope sites provide as much as 30-50° of added frost protection during minimum periods of 15°-30°.
- f. "Deciduous and Semi-deciduous": All trees not marked in this column with "D" or "SD" are evergreen. Deciduous trees lose all foliage through the winter months. Semi-deciduous trees such as evergreen elm, white alder, etc., will retain some of their foliage through the winter, or will be out of leaf a few weeks only. In an extremely warm winter several of these so-called semi-deciduous varieties may be almost evergreen.
- g. "Flower Color": Most broad-leaved trees bloom in conjunction with seed formation, however, if flowers are inconspicuous or unnoticeable, no mention of bloom is given herein.
- h. "Foliage Color if other than medium green": There are several plants which offer this accent or contrast all year. If the situation calls for longer periods of color than a normal bloom period affords, it may be one answer to some difficult area or need. Lack of nitrogen, iron or certain elements may lighten the usual color by several shades. "F" shown in this column indicates Fall color.
- i. "Leaf description IF distinctive:" Is obviously an arbitrary assessment for the less informed reader or as a reminder to others.
- j. "Tracery-open-or-full Foliage": Is used to show the density of foliage, and lists mainly the extremes. If the foliage is average or of medium density, the column will be blank. Tracery = very light textured foliage excellent for silhouette or showing off of the plants entire structure. Open = about 50% density and can be seen through to some extent. Full = difficult to see through cats heavy shade. Dense = full, 100% shade.
- k. "Relative height to width at mid to old age:" Vert. = at least three times as tall as wide, Med. = 1½ - 2 times as tall as wide, WSP = almost or more wide than tall.

ORDINANCE NO. 2032

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A CONSOLIDATED DEVELOPMENT AGREEMENT FOR THE
SOUTHEAST ROSEVILLE SPECIFIC PLAN ("THE SOUTHFORK
PROPERTIES") AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council finds as follows: there
currently exist the following development agreements within the
Southeast Roseville Specific Plan Area:

1. Johnson Ranch: approved by Ordinance no. 1847
(adopted March 6, 1985) and amended by Ordinance no. 1880
(adopted July 24, 1985) and by Ordinance no. 1930 (adopted
January 8, 1986).
2. Hogland: approved by Ordinance no. 1959 (adopted
April 9, 1986).
3. Central Land: approved by Ordinance no. 1848
(adopted March 6, 1985), and amended by Ordinance no. 1881
(adopted July 24, 1985).
4. Cliff Land: approved by Ordinance no. 1849 (adopted
March 6, 1985).
5. Bird Land: approved by Ordinance no. 1850 (adopted
March 6, 1985).

The foregoing properties are now known as "The Southfork

BK3192 PG752

Properties". It is in the public interest that these development agreements be replaced by a consolidated development agreement covering all of that portion of the Southeast Roseville Specific Plan Area which is governed by development agreements.

SECTION 2. 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 Planning Commission that the City of Roseville enter into an amended, restated, and consolidated development agreement for the Southfork Properties.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for the Southfork Properties and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the Southeast Roseville Specific Plan;
2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for, the land use districts in which the real property is located;

3. The Development Agreement is in conformity with public convenience, general welfare, and good land use practice;
4. The Development Agreement will not be detrimental to the health, safety or general welfare;
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
6. The development permitted by the Development Agreement will provide sufficient benefit to the City to justify entering into the Development Agreement.

SECTION 4. The Development Agreement by and between Southfork Partnership and the City of Roseville, relating to the Southfork Properties is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

BK 3192 PG 754

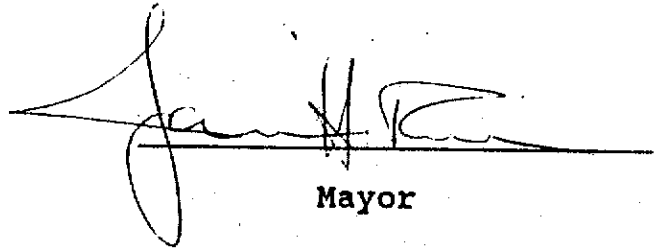
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it was adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full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

PASSED AND ADOPTED by the Council of the City of Roseville this 1st day of April, 1987, by the following vote on roll call:


AYES COUNCILMEMBERS: Phil Ozenick, Bill Santucci, John M. Byouk, Harry Crabb, Jr., Jim Ross

NOES COUNCILMEMBERS: None

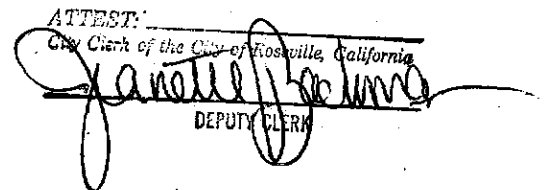
ABSENT COUNCILMEMBERS: None


Mayor

ATTEST:


City Clerk

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

ATTEST:

City Clerk of the City of Roseville, California
DEPUTY CLERK

BK 3192 PG 755