

AFTER RECORDING RETURN TO:
City Clerk's Dept.
City of Roseville
316 Vernon Street
Roseville, CA 95678

(Orig)

12249

OFFICIAL RECORDS
REQUESTED BY
City of Roseville
APR 9 8 25 AM '85
GAY TROMBLEY
PLACER CO RECORDER.
12249 NO FEE REQUIRED
Southfork L...
Central Land

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

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"),

FILED

MAY 22 1985

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CITY OF ROSEVILLE
BY _____

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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 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. 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 §65867, considered this Agreement in a duly noticed public hearing.

4. 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. 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

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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. 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 related to the Southeast Roseville Specific Plan or this Agreement are required. City is in the process of revising and adopting a schools component of the Public Services and Facilities Element of the Roseville General Plan. 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. Following consideration and certification of the aforementioned Final Environmental Impact Reports and of CEQA related findings, the City Council on February ,

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1985 adopted Negative Declarations 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,

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

C. The Rezoning of Subject Property pursuant to Ordinance No. 1846;

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

E. Ordinance No. 1848, adopting this Agreement (the "Adopting Ordinance").

7. 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. 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. Development of subject property will result in a need for municipal services and facilities, including

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

10. 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 costs of public improvements, including but not limited to school facilities, as herein provided to mitigate the impacts of the project.

11. 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. 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

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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 Conditions, Covenants 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 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

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Recorder within ten (10) days of receipt of such notice.

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

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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 of 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 reservations 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 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. 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 on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1.F.

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

City agrees that land use is granted and grants herewith to the property subject to this Agreement as follows: 10.0 acres of commercial land uses and 481 dwelling units for residential use, all as set forth on Exhibits B and C, attached hereto and incorporated herein by reference.

Exhibits B and C provide for residential development of a total of 481 additional units, beyond those allocated in the 1977 General Plan, at a density of 4-16 dwelling units per acre.

B. Dedication of land.

(1) Landowner shall, upon demand of City, execute a covenant preserving, in perpetuity, a 35', more or less, scenic corridor consisting of 1.6 acres, more or less, adjacent to and on both sides of Eureka Road and a 50' scenic corridor consisting of 1.3 acres, more or less, adjacent to and on both sides of the East Roseville Parkway, and 5.7 acres, more or less, of Landscaped Open Space along Strap Ravine for Floodway and drainage purposes, as shown on the Schematic Development Plan and providing for the perpetual maintenance thereof;

(2) Landowner grants an option to purchase an 6.9 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;

(3) It is understood that the purchase price, if any, of the site set forth in 2.B.3 hereof shall be determined in accordance with the measures and provisions set forth in the Public Services and Facilities Element to be adopted by the City Council as set forth in Section 2.C hereof. In the event that the School District has not acquired the sites optioned herein by July 1, 1990, the option set forth above in 2.B.3 shall be deemed terminated and void.

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(4) Any payment by the 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. Landowner agrees that he shall be bound by the fees, measures and provisions adopted by the City in the now pending schools component of the Public Services and Facilities Element. Upon revision of the Public Services and Facilities Element, this Agreement shall be amended to incorporate such provisions as are applicable to the subject property. Until such time as the City revises and adopts measures and provisions implementing the schools component of the Public Services and Facilities Element, or January 1, 1986, whichever occurs first, Landowner agrees that building permits shall not be requested by Landowner nor issued by City for residential development subject to this Agreement, except for the first 300 residential units, provided that Landowner shall be bound by the measures and provisions of, and obligated to subsequently pay to the appropriate school district, any fees with respect to such 300 units, in addition to such units as may be built pursuant to the pending revision of the Public Services and Facilities Element.

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D. 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 201 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 511 residential units. Landowner agrees to consent to an increased sewer assessment required to serve the addition of 310 units for which no assessment is currently in effect. Such consent shall be in the form of a signed waiver to increase assessment to be executed concurrently with this Agreement, a copy of which is 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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E. Landowner agrees to undertake to construct a total of 12 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 Element of the Roseville General Plan. Such units will be in areas zoned for density of 15 units per acre or higher and shall not be required to exceed 15% 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. 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

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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 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 architectural costs pursuant to the reimbursement agreement or shall receive such actual costs of construction and financing as a credit or actual reimbursement by the assessment district. Landowner acknowledges that in the event an assessment district is not formed by the City, or to the extent reimbursement does not 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.

G. Rules, Regulations and Official Policies.

(1) Development of subject property shall be subject to such rules, regulations, ordinances and

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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

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Landowner shall take such action as may be required pursuant to Section 3.D of this Agreement.

(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 grant and convey, in further consideration of the land use granted herein, that portion of its property (9.2 acres, more or less,) as may be required for the construction of the circulation improvements enumerated in 3.A.6 hereof and the Southeast Roseville Specific Plan.

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(3) Surplus Credits. In the event that the value of land reserved for the Eureka School District pursuant to subsections 2.B.3 and 2.B.4, above, is in excess of fees which may be due to the Eureka 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.

(4) Landowner shall complete the following improvements:

a. Construct that portion of Eureka Road which is within Landowner's property as set forth in Phase II of 3.A.6 hereof, and as shown on the Schematic Development Plan.

b. Construct that portion of East Roseville Parkway which is within Landowner's property and one-half, more or less, of that portion of the East Roseville Parkway which abuts Landowner's property as set forth in Phases II, III and VI of 3.A.6 hereof, and as shown on the Schematic Development Plan.

c. Provide one half the cost of a traffic signal at:

i. East Roseville Boulevard and Park Connector Road.

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d. Provide one quarter of the cost of traffic signal at:

ii. Eureka Road and East Roseville Boulevard.

(5) 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 hereof, 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.

(6) The phasing of circulation improvements set forth in 3.A.4 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 the East Roseville Parkway.

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

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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 Sierra College Boulevard.

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ii. Widening and improvement of Sierra College Boulevard to a four lane arterial from Douglas Boulevard 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.

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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 a four lane arterial from the East Roseville Parkway to Sierra College Boulevard.

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.

(7) The standards for the circulation improvements set forth above, and the rights of way required therefor shall be as set forth in the Southeast Roseville Specific Plan.

(8) 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 and Open Space Landscaping.

(1) This Section 3.B defines the obligations of Landowner, or its heirs and assigns, to participate in the financing of landscaping and to provide a mechanism for the perpetual maintenance of approximately 2.9 acres, more or less, of scenic corridor, more or less, contiguous to and on both sides of Eureka Road and on the West side of East Roseville Parkway, and of 5.7 acres, more or less, of Floodway/Open Space (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, or its heirs and assigns, for Corridor/Open Space improvement costs shall be a) the creation and recording of a covenant governing the use and maintenance of the approximately 8.6 acres, more or less, of Scenic Corridor and Open Space and b) installation of landscaping pursuant to the Plan as set forth in 3.B.3.

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

(4) Landowner, or its heirs and assigns, shall be responsible for creating a mechanism for the maintenance of improved landscaping in the Scenic Corridor and Floodway/Open Space 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, parcelization, lot line adjustment or building permit is issued for Landowner's property, Landowner shall establish such a legal mechanism, acceptable to the City Attorney, to provide for perpetual maintenance of said landscaped property, including without limitation, remedies upon default.

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(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 legal mechanism established by Landowner shall provide that (1) 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; (2) 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.

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(6) In the event of a failure by Landowner, or its heirs or 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 for which provision is made in the legal mechanism created pursuant to Section 3.B.4. 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 specification ("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. 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.

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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. 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. 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

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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. Before any subdivision, parcelization, lot line adjustment or building permit is issued for Landowner's property, Landowner shall establish and implement 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;

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(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 Covenants, Conditions and Restrictions (hereafter, "C,C&Rs;" attached hereto as Exhibit E;

(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 C,C&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 C,C&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

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(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 an in addition to, the amount of the judgment.

C. City may, at its discretion, refuse to issue a building permit for any structure within the geographical confines of a Phase (as 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.4 hereof.

D. 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 provisions for the property owner, lessee or City acting separately or jointly to enforce the provisions of this Agreement and to recover attorneys' fees and costs for such enforcement.

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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

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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 this 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. 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 or 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

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

Section 9. CONSTRUCTION.

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

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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
1900 Douglas Boulevard
Roseville, CA 95678

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.

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of 40 pages and five exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

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- Exhibit A Legal Description
- Exhibit B Southeast Roseville Specific Plan
- Exhibit C Schematic Development Plan
- Exhibit D Southeast Placer Sewer Assessment Agreement
- Exhibit E Covenants, Conditions and Restrictions (including Landscape Design Guidelines)

Approved this 5th day of April, 1985,
by the City Council of the City of Roseville.

CITY OF ROSEVILLE

By W. Hutchison
City Manager

SOUTHFORK PARTNERSHIP,
a General Partnership

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

by COKER DEVELOPMENT,
a California Corporation,
a General Partner

APPROVED AS TO FORM:

Michael A. Dea
City Attorney

BY: Robert B. Coker, Jr.
President

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

BY: Harry V. Ewing
President

ATTEST:

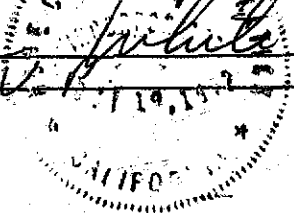
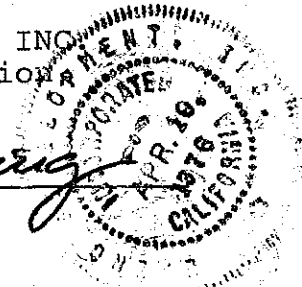
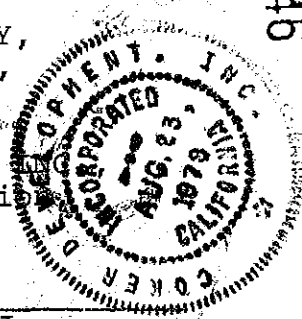
Pauline Broadman
City Clerk

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

BY: J. Williams
Title: President

BY: John White
Title: V.P.

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State of CALIFORNIA
County of PLACER

SS.

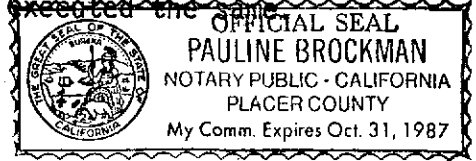
On this the 5th day of April 1985, before me,

PAULINE BROCKMAN

the undersigned Notary Public, personally appeared

Robert G. Hutchison

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



WITNESS my hand and official seal.

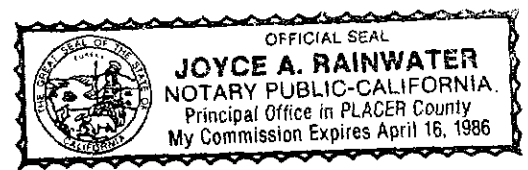
Pauline Brockman
Notary's Signature

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STATE OF CALIFORNIA)
COUNTY OF PLACER) ss.

On February 19 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT B. COKER, JR., personally known to me to be the PRESIDENT of COKER DEVELOPMENT, INC., a California Corporation, the corporation that executed the within instrument and personally known to me to be the person who executed the within instrument on behalf of said corporation. Said COKER DEVELOPMENT, INC., being personally known to me to be one of the partners of Coker-Ewing Company, a general partnership, which corporation executed the within instrument on behalf of said partnership, said Coker-Ewing Company being personally known to me to be one of the partners of SOUTHFORK PARTNERSHIP, a general partnership, the partnership that executed the within instrument, said ROBERT B. COKER, JR., acknowledged to me that COKER DEVELOPMENT, INC., executed the same, pursuant to its by-laws or a resolution of its Board of Directors, as a partner of said Coker-Ewing Company, which executed the same as a partner of said Southfork Partnership and that said Southfork Partnership executed the same.

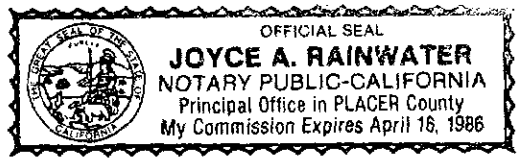
Joyce A. Rainwater
Notary Public



STATE OF CALIFORNIA)
COUNTY OF PLACER) ss.

On February 19 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY W. EWING, personally known to me to be the PRESIDENT of EWING DEVELOPMENT, INC., a California Corporation, the corporation that executed the within instrument and personally known to me to be the person who executed the within instrument on behalf of said corporation. Said EWING DEVELOPMENT, INC., being personally known to me to be one of the partners of Coker-Ewing Company, a general partnership, which corporation executed the within instrument on behalf of said partnership, said Coker-Ewing Company being personally known to me to be one of the partners of SOUTHFORK PARTNERSHIP, a general partnership, the partnership that executed the within instrument, said HARRY W. EWING acknowledged to me that EWING DEVELOPMENT, INC., executed the same, pursuant to its by-laws or a resolution of its Board of Directors, as a partner of said Coker-Ewing Company, which executed the same as a partner of said Southfork Partnership and that said Southfork Partnership executed the same.

Joyce A. Rainwater
Notary Public



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CAT. NO. NN00636
TO 21954 CA (1-83)

(Corporation as a Partner of a Partnership)

TICOR TITLE INSURANCE

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On February 15, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared Lesli J. Williamson personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Project Manager ~~President~~, and Don White

Home Capital Corporation personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President ~~xxxxxxx~~ of

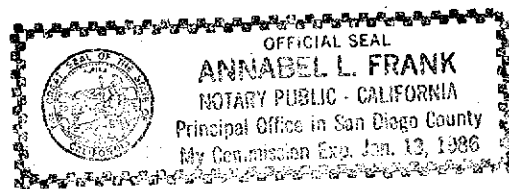
the corporation that executed the within instrument on behalf of Southfork Partnership

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

WITNESS my hand and official seal.

Signature

Annabel L. Frank



(This area for official notarial seal)

STAPLE HERE

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EXHIBIT A

WRINGER RANCH

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.

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SOUTHEAST ROSEVILLE
SPECIFIC PLAN

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Approved by the
Roseville Planning Commission
August 9, 1984

Adopted by the
Roseville City Council
February 20, 1985

EXHIBIT B

019012 000101 00113 01014

ACKNOWLEDGEMENTS

CITY COUNCIL

Harry Crabb, Jr., Mayor
John Byouk, Vice Mayor
June Wanish
Richard Roccucci
Martha Riley

CITY PLANNING COMMISSION

James O. Gray, Chairman
Bill Santucci, Vice Chairman
Bobbi Ruhkala
James Cermak
Frederic Lohse
Phillip M. Ozenick
Bill Huffman

CITY STAFF

Steven Dillon, Director of Planning
Fred Barnett, Director of Public Works

CONSULTANTS

David Wade & Associates
PRC Engineering
Williams & Paddon
Tom Smith Associates
Morton & Pitalo, Inc.

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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.

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.

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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.

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 a carry 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,

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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

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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

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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.

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.

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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.

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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

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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

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 accommodate 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.

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.

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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.

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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 accomodate 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.

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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.

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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.

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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).

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- 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 accommodate 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.

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.

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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 Anticipated	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

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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,

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and EPA are taking appropriate steps to upsize the pipe within the city of Roseville. This upsizing will accomodate 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

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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.

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

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.

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APPENDIX "A"

SUMMARY OF TABLES OF DEMOGRAPHIC CHARACTERISTICS

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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.

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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

TABLE 2

	Developed										Undeveloped				Subtotal Acres	Subtotal %	Total Urban Land Use Acres	Total City-Wide Land Use Acres	%					
	207		208		209		210		207		208		209							210				
	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		3,453	71.6	4,811	70.8	0		4,811	26.2
Study Area	0		0		0		0		0		456	23.2	0		0		11	.2	467	6.9	0		467	2.5
Urban Reserve	0		0		0		0		0		155	7.8	0		0		1,361	28.2	1,516	22.3	0		1,516	8.3
Subtotal	0		0		0		0		0		1,969	100	0		0		4,825	100	6,794	100	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
 * Distributed 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	Units	Lots	Units	Lots	Units	Lots	Units	Lots	Units	Lots	Units	Lots	Units	Lots	
Residential	Acres	Units	Lots	Density	Acres	Units	Lots	Density	Acres	Units	Lots	Density	Acres	Units	Lots	Density	
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	
0-9 du/ac	59	228	62	4.9	29	113	0	3.9	156	681	0	4.4	90	268	0	3.0	
10+ du/ac	93	282	0	3.0	61	684	0	11.2	19	178	0	9.4	11	125	0	11.4	
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	
		No. of Vacant		Density		No. of Vacant		Density		No. of Vacant		Density		No. of Vacant		Density	
		Units		Lots		Units		Lots		Units		Lots		Units		Lots	
		7,920		1,602		7,920		1,602		7,920		1,602		7,920		1,602	
		1,290		62		1,290		62		1,290		62		1,290		62	
		1,269		0		1,269		0		1,269		0		1,269		0	
		1,664		4.7		1,664		4.7		1,664		4.7		1,664		4.7	

UNDEVELOPED RESIDENTIAL¹

	207				208				209				210				
	Potential		Density		Potential		Density		Potential		Density		Potential		Density		
	Units	Lots	Units	Lots	Units	Lots	Units	Lots	Units	Lots	Units	Lots	Units	Lots	Units	Lots	
Residential	Acres	Units	Lots	Density	Acres	Units	Lots	Density	Acres	Units	Lots	Density	Acres	Units	Lots	Density	
0-5 du/ac	760	993	1.3	4.5	11	50	4.5	4.6	11	51	4.6	3.3	1,908	6,288	3.3	2.7	
6-9 du/ac	3	26	8.7	0	0	0	0	6.4	77	492	6.4	6.5	136	882	6.5	6.5	
10+ du/ac	73	714	9.8	10.0	59	592	10.0	10.0	7	70	10.0	10.4	190	1,969	10.4	10.2	
Subtotal	836	1,733	2.1	9.2	70	642	9.2	6.5	95	613	6.5	4.1	2,234	9,139	4.1	3.7	
Grand Total	2,099	5,523	3.2	5.5	561	2,888	5.5	7.9	459	3,389	7.9	4.1	2,691	10,806	4.1	4.2	
		No. of Vacant		Density		No. of Vacant		Density		No. of Vacant		Density		No. of Vacant		Density	
		7,382		2.7		7,382		2.7		7,382		2.7		7,382		2.7	
		1,400		6.5		1,400		6.5		1,400		6.5		1,400		6.5	
		3,345		10.2		3,345		10.2		3,345		10.2		3,345		10.2	
		12,127		3.7		12,127		3.7		12,127		3.7		12,127		3.7	
		22,606		4.2		22,606		4.2		22,606		4.2		22,606		4.2	

¹ excludes 170 acres of floodway

Source: Roseville Planning Department

APPENDIX "B"

SUMMARY OF PARKING STANDARDS

PARKING STANDARDS: SOUTHEAST ROSEVILLE SPECIFIC PLAN

Commercial

Adequate off-street parking shall be provided to accomodate 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 accomodate 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.

Figure I

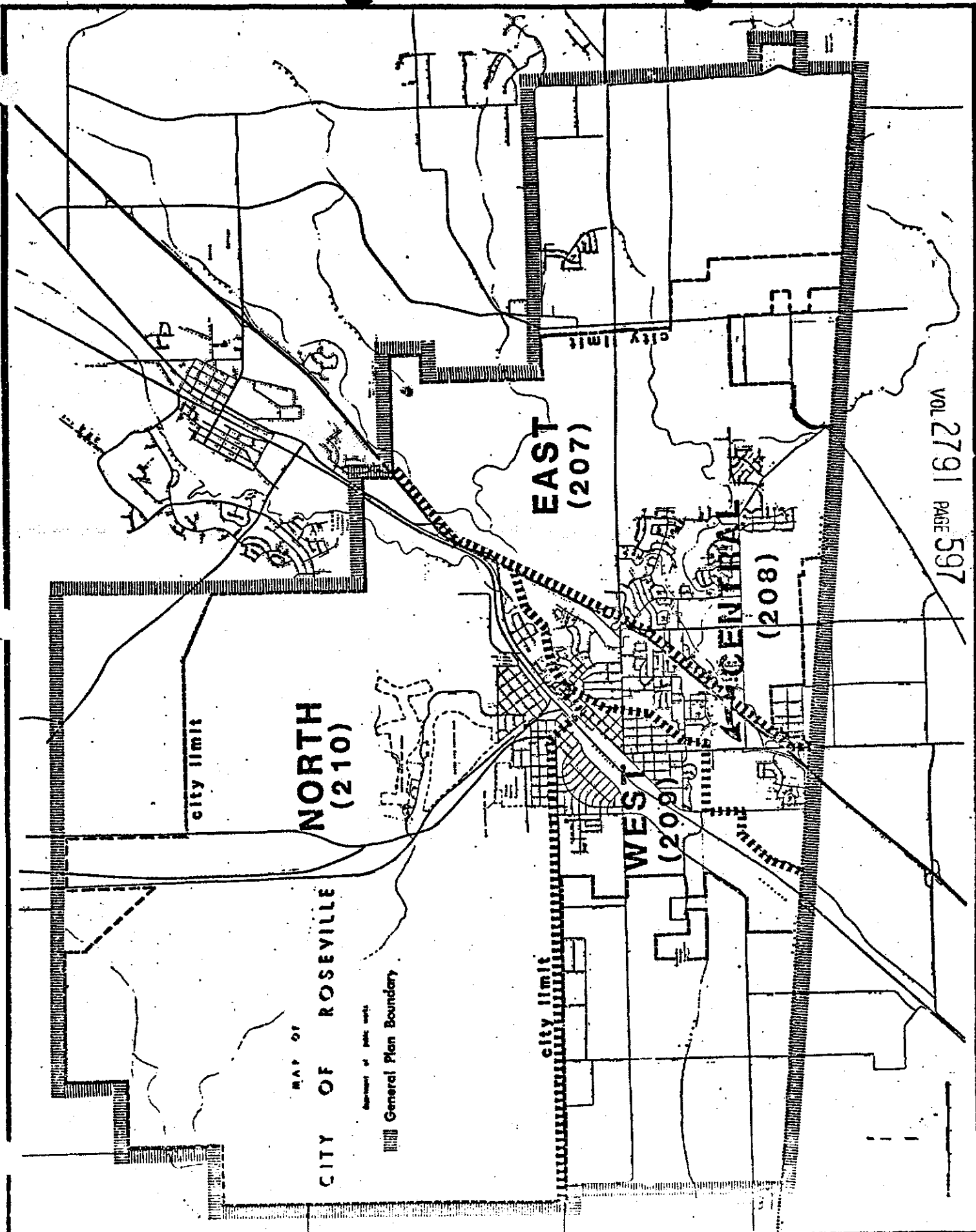


TABLE 1

**SOUTHEAST ROSEVILLE SPECIFIC PLAN
LAND USE AND ACREAGE SUMMARY BY LAND OWNERSHIP**

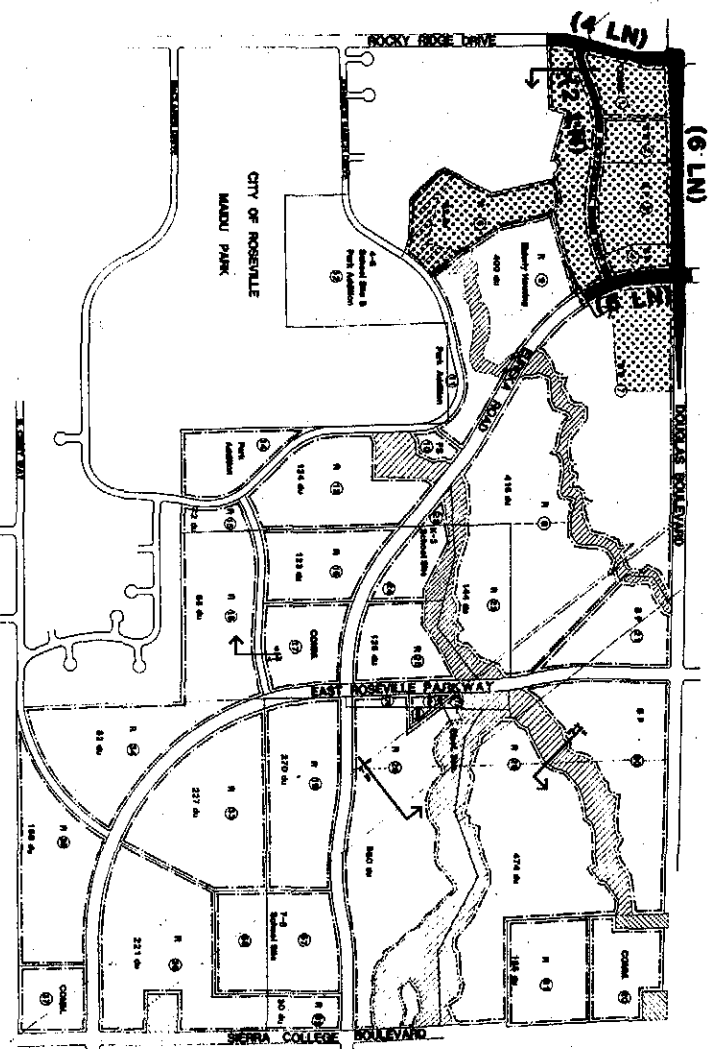
LAND USE	BIRD LAND		HOG LAND		CLIFF LAND		CENTRAL LAND		NORTHEAST LAND		SOUTHWEST LAND		CITY LAND		TOTAL	
	ACRES	UNIT	ACRES	UNIT	ACRES	UNIT	ACRES	UNIT	ACRES	UNIT	ACRES	UNIT	ACRES	UNIT	ACRES	UNITS
Road rights-of-way	9.566	-	4.722	-	0.098	-	9.097	-	0.378	-	20.303	-	0.499	-	44.663	-
Foodway/Open Space	-	-	-	-	1.186	-	5.740	-	-	-	48.092	-	-	-	55.005	-
Park Sites	-	-	-	-	-	-	-	-	-	23.076	-	-	-	-	23.076	-
School Sites	7.792	-	10.709	-	-	-	5.529	-	-	-	8.722	-	-	-	32.752	-
ES Site and ES Site	-	-	-	-	0.810	-	-	-	-	-	2.013	-	-	-	2.563	-
Business/Professional Sites	-	-	-	-	-	-	-	-	-	106.599	-	-	-	-	106.599	-
Commercial Sites	6.635	-	-	-	-	-	10.022	-	12.048	-	1.000	-	-	-	29.705	-
RESIDENTIAL DESIGNATION/ (PARCEL CONTROL NUMBERS)																
R-4 (5), (15), (18), (34)	20,538	82	-	-	-	-	18,863	88	-	-	11,281	74	-	-	50,682	244
R-7 (13), (32), (36)	29,128	221	4,080	30	-	-	-	-	-	18,039	124	-	-	-	51,247	375
R-8 (15)	19,672	158	-	-	-	-	-	-	-	-	-	-	-	-	19,672	158
R-10 (16)	-	-	-	-	-	-	11,938	123	-	-	-	-	-	-	14,112	123
R-12 (29), (33)	25,990	227	-	-	-	-	-	-	-	38,595	74	-	-	-	64,585	701
R-13 (28), (59)	-	-	0.299	0	-	-	-	-	-	-	35.350	650	-	-	36.112	650
R-14 (25)	-	-	-	-	-	-	9.476	126	-	-	-	-	-	-	9.476	126
P-15 (19), (31)	-	-	20.190	270	-	-	-	-	12.691	165	-	-	-	-	32.881	435
R-16 (8), (22), (27A), (27B)	-	-	-	-	1.364	23	10.876	144	-	-	33.812	416	-	-	44.688	583
R-22 (Elderly) (9)	-	-	-	-	-	-	-	-	-	-	21.022	400	0.130	3	21.152	403
TOTAL ACREAGE/UNITS	119,321	688	40,000	300	3,458	23	81,561	481	25,117	165	367,904	2138	0,629	3	637,970	3,798

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PHASING PLAN

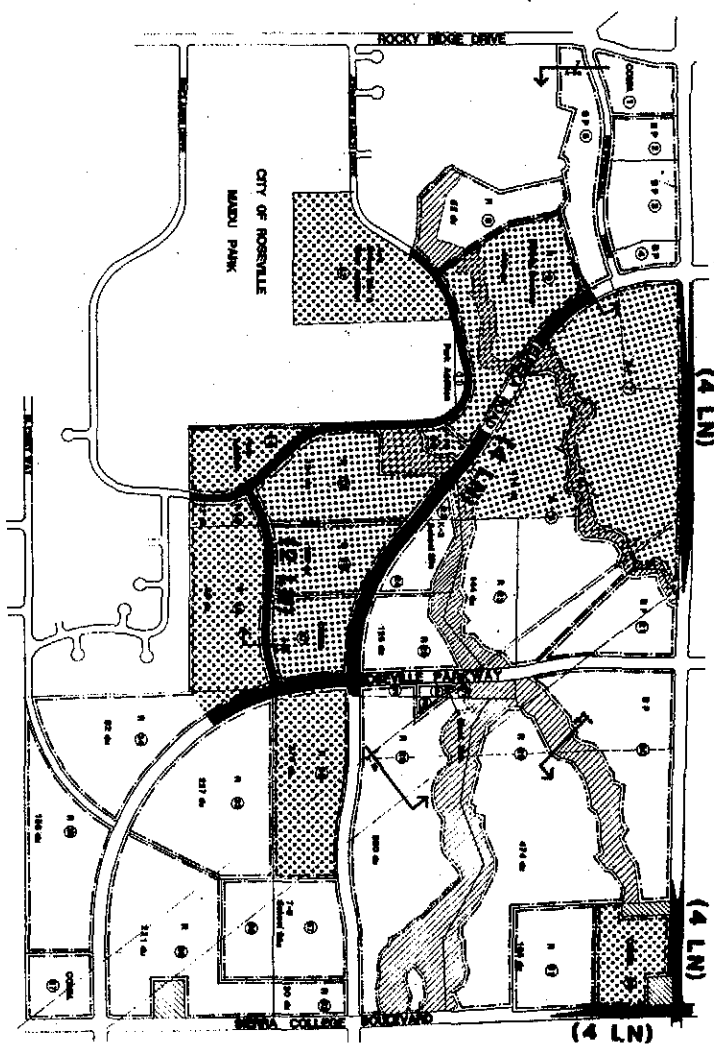
PHASE 1

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



PHASE 2

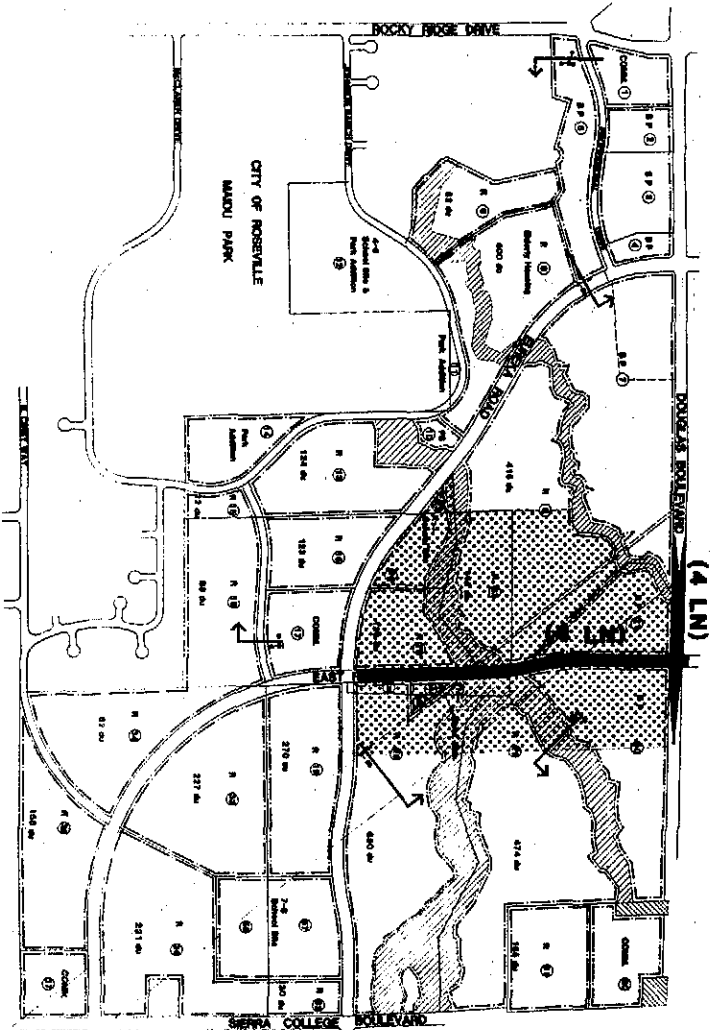
LAND USE	ACRES	UNITS
COMMERCIAL	22.07	---
BUSINESS & PROFESSIONAL	32.09	---
RESIDENTIAL ELDERLY	21.02	400
RESIDENTIAL	90.00	841
OPEN SPACE EASEMENTS	12.92	---
TOTAL	210.08	1241



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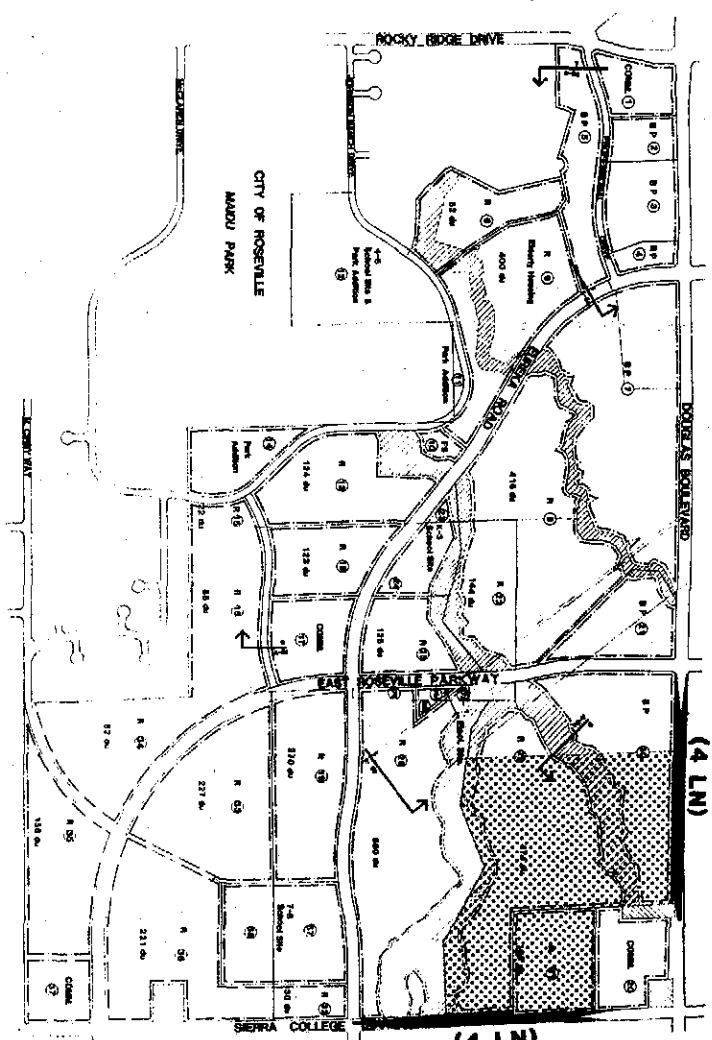
PHASE 3

LAND USE	ACRES	UNITS
BUSINESS & PROFESSIONAL	25.14	---
RESIDENTIAL	50.04	717
OPEN SPACE EASEMENTS	14.73	---
PUBLIC FACILITY SITES: SCHOOL(K-3) ELECTRICAL SUBSTATION	6.25 1.26	---
TOTAL	97.42	717



PHASE 4

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



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EXHIBIT "A-3a"

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY

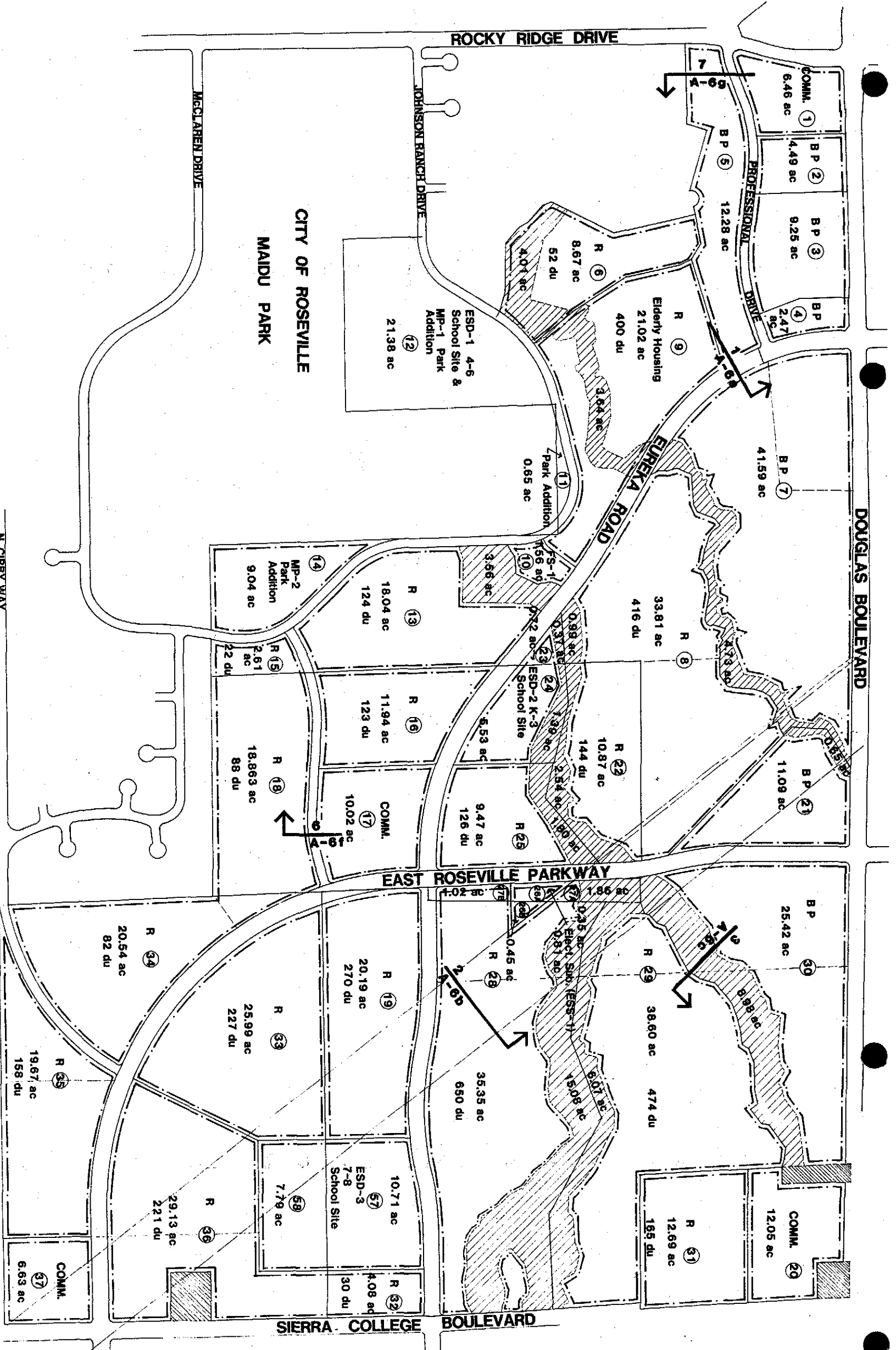
DAVID WADE & ASSOCIATES

WILLIAMSHRODOL ARCHITECTS

LAND USE PLAN
EXHIBIT "A-1"

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

LEGEND



SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA ·

PREPARED BY
 DAVID WARD & ASSOCIATES
 10000 WILSON AVENUE, SUITE 100
 ROSEVILLE, CALIFORNIA 95747
 (916) 782-1111

SOUTHEAST ROSEVILLE SPECIFIC PLAN

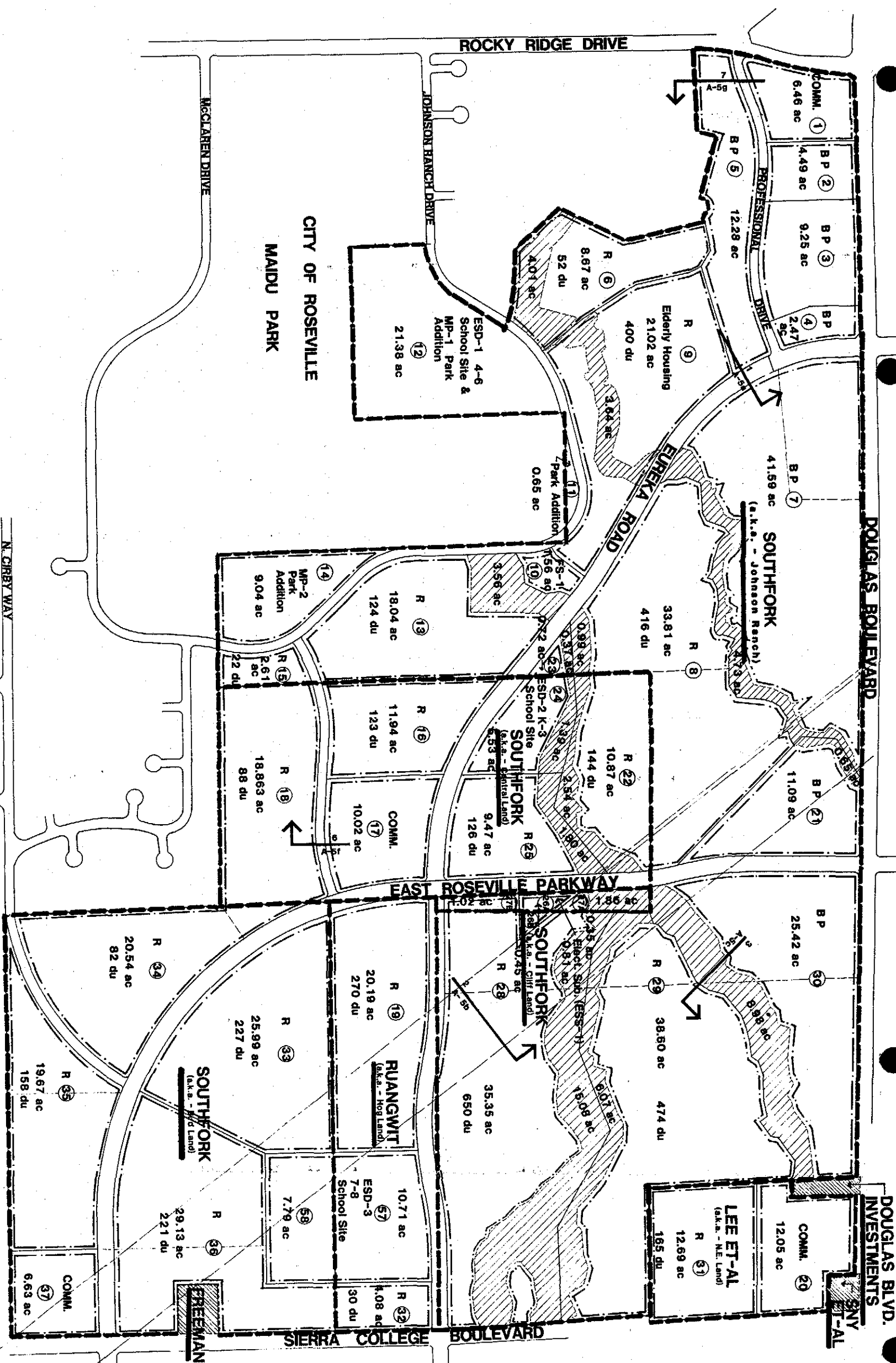
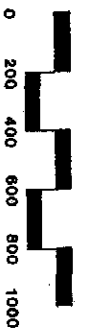
CITY OF ROSEVILLE · CALIFORNIA

LAND OWNERSHIP PLAN
EXHIBIT "A-2"

August 1, 1984

R Residential
BP Business & Professional
COMM Commercial

LEGEND
Out Parcels
Open Space Easement



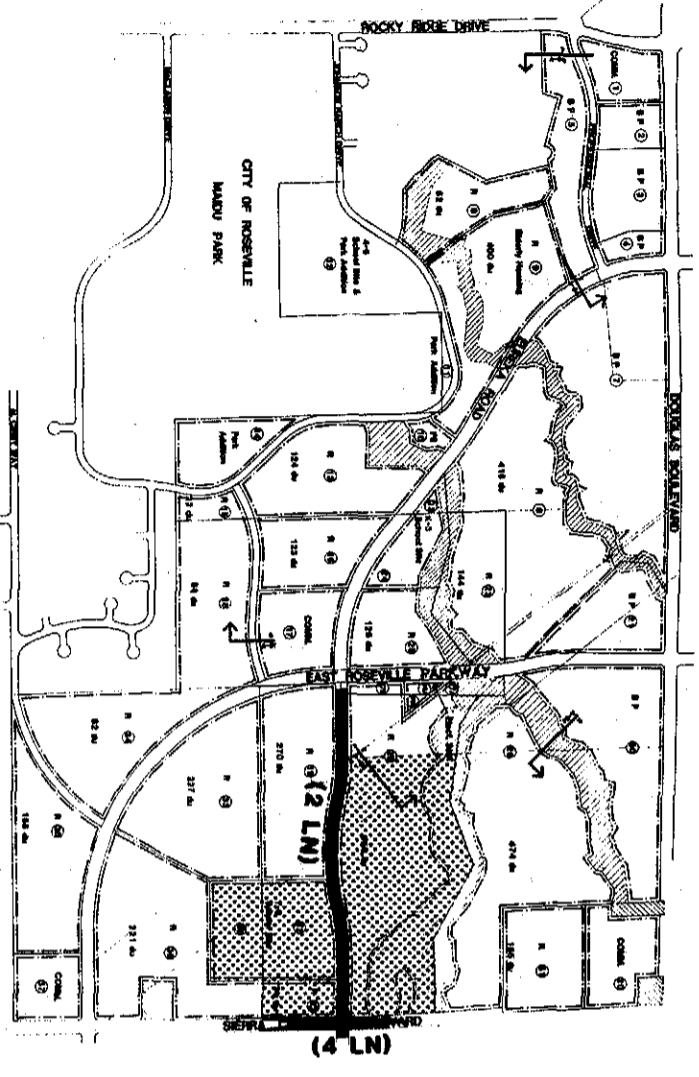
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FAX 551-1112

APPROVED BY
CITY OF ROSEVILLE
PLANNING DEPARTMENT
1000 SIERRA COLLEGE BOULEVARD
ROSEVILLE, CALIFORNIA 95671
TELEPHONE 778-1111

PHASING PLAN

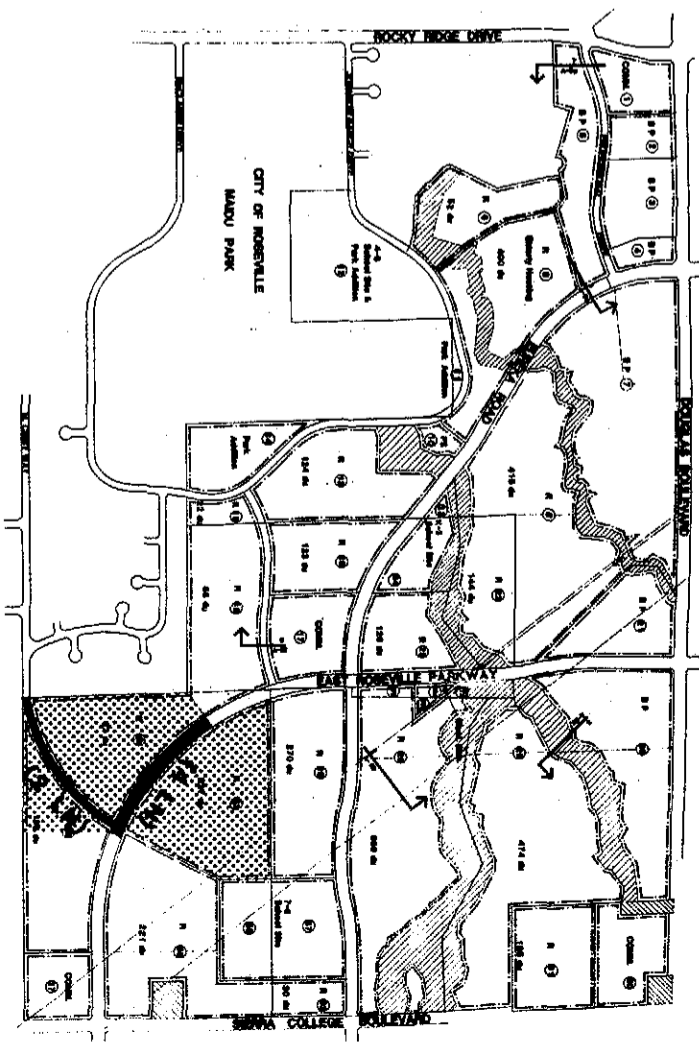
PHASE 5

LAND USE	ACRES	UNITS
RESIDENTIAL	31.44	550
OPEN SPACE EASEMENTS	13.28	---
PUBLIC FACILITY SITES: SCHOOL (7-8)	18.50	---
TOTAL	63.22	550



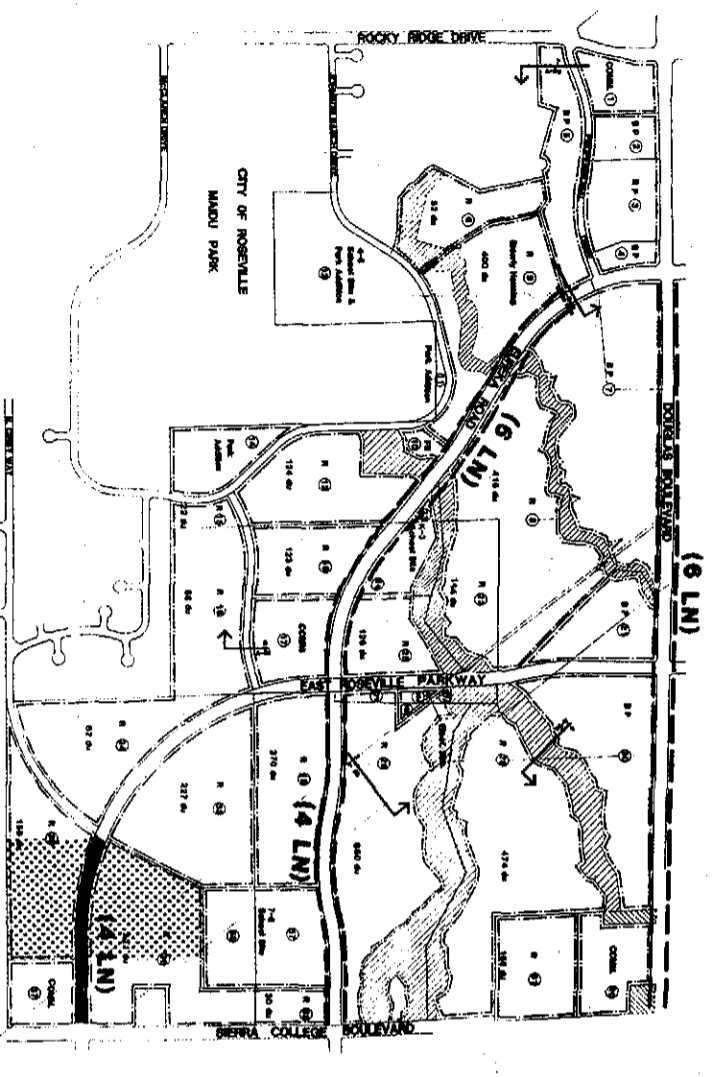
PHASE 6

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

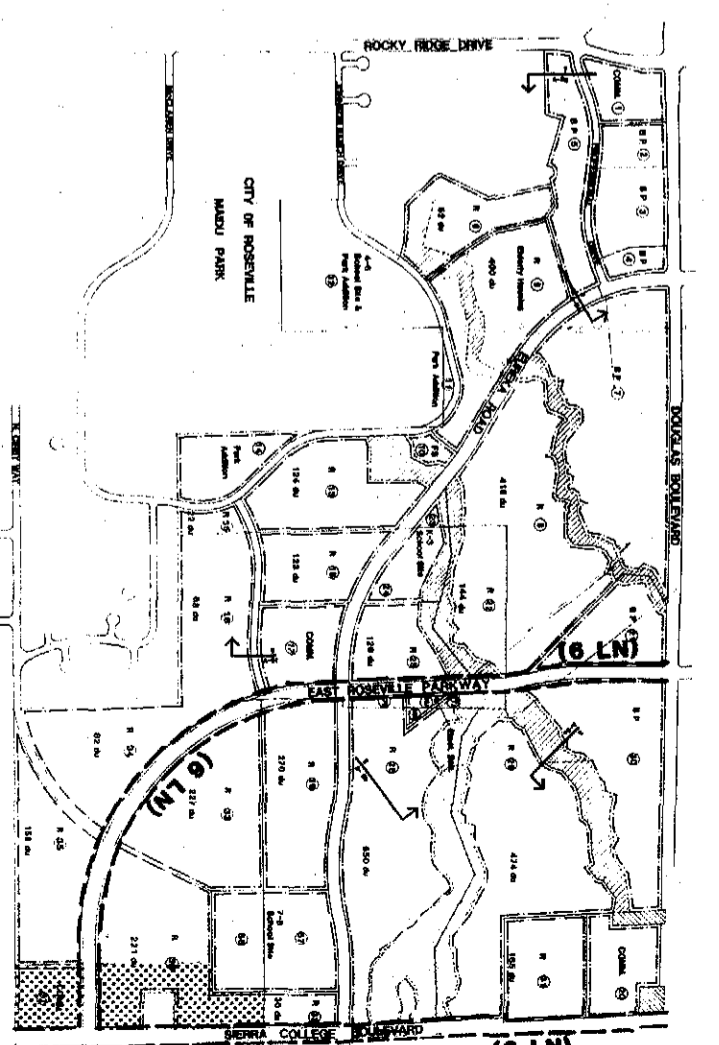
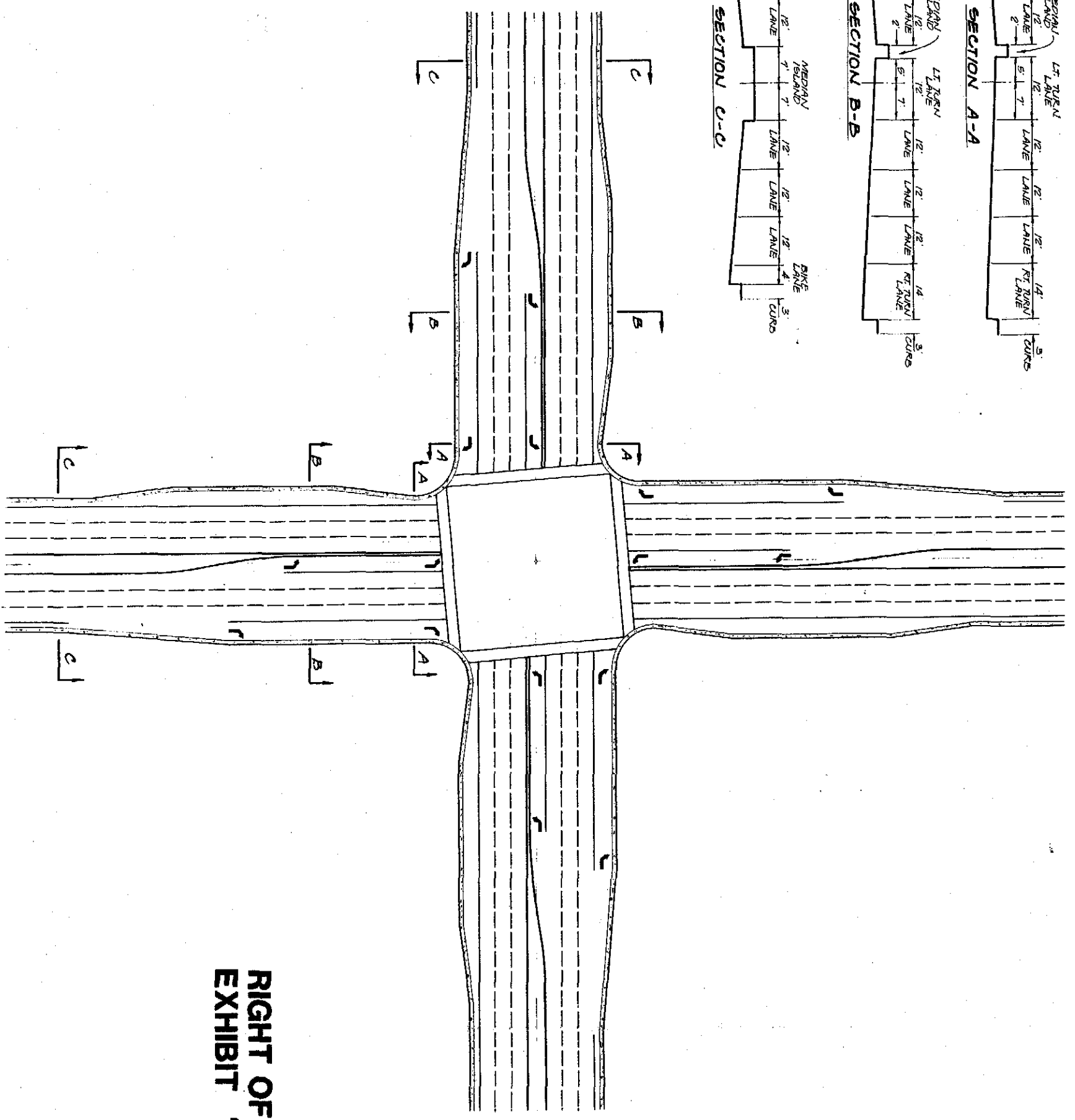
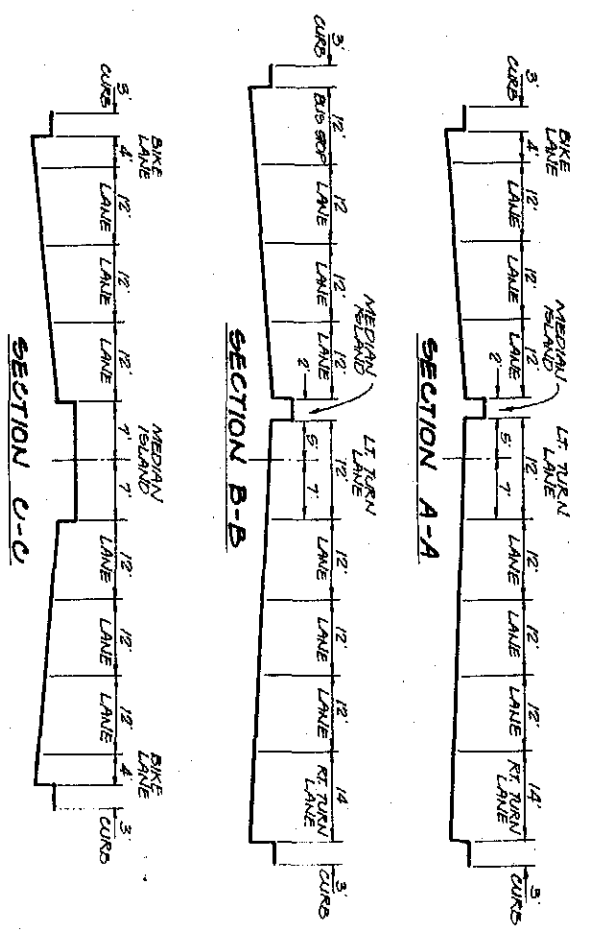


EXHIBIT "A-3b" SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY
DAVID WARD & ASSOCIATES
CITY PLANNERS AND ARCHITECTS

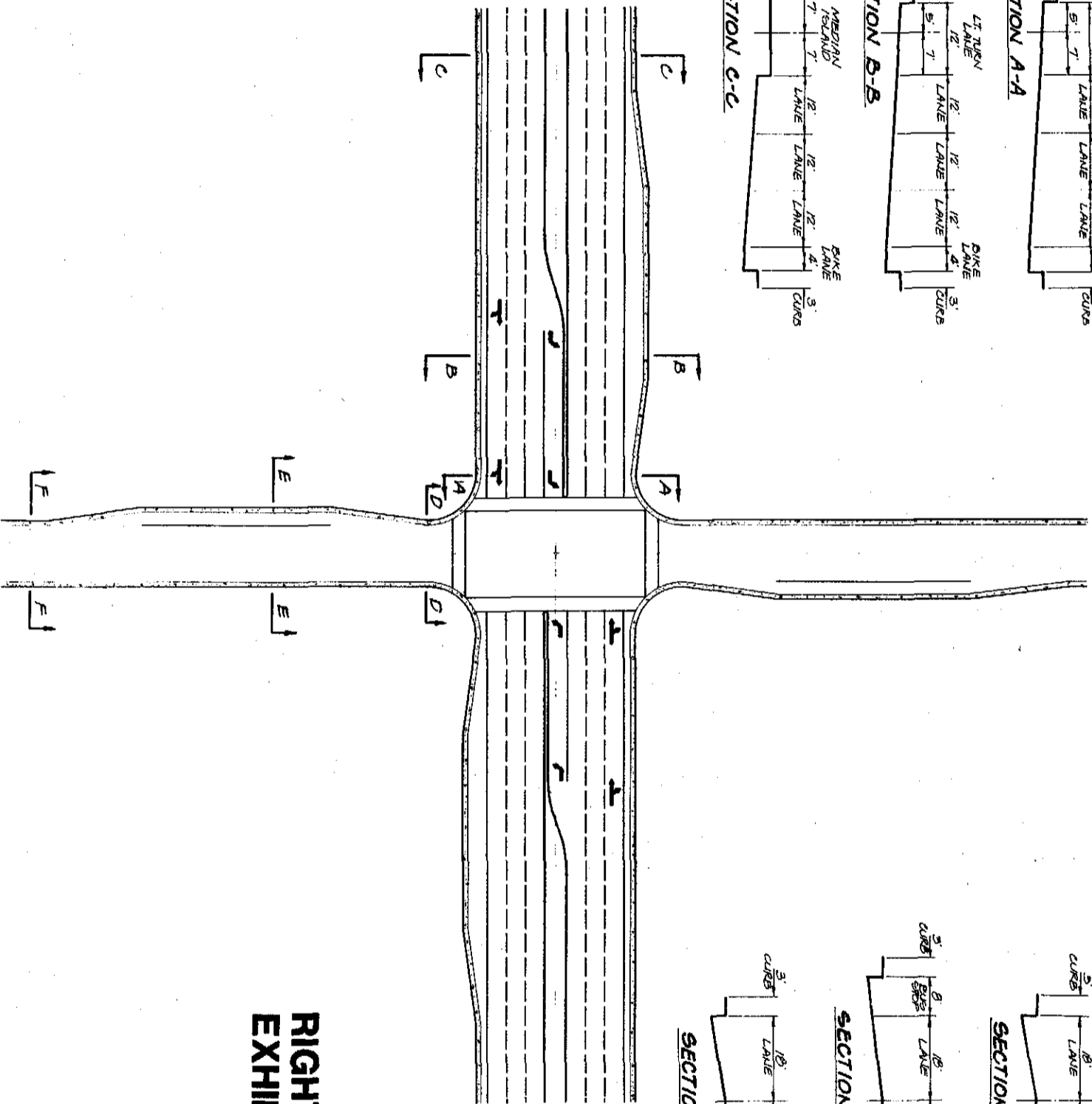
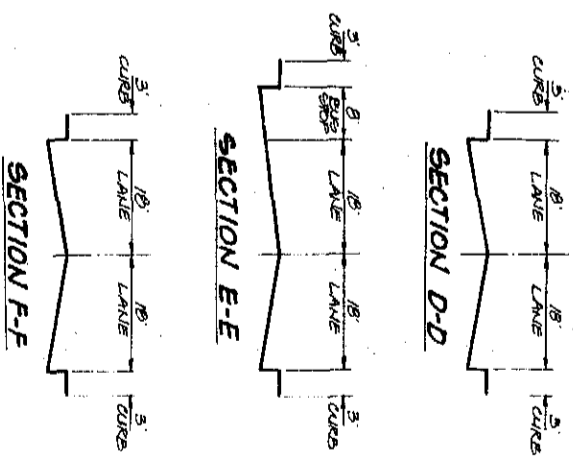
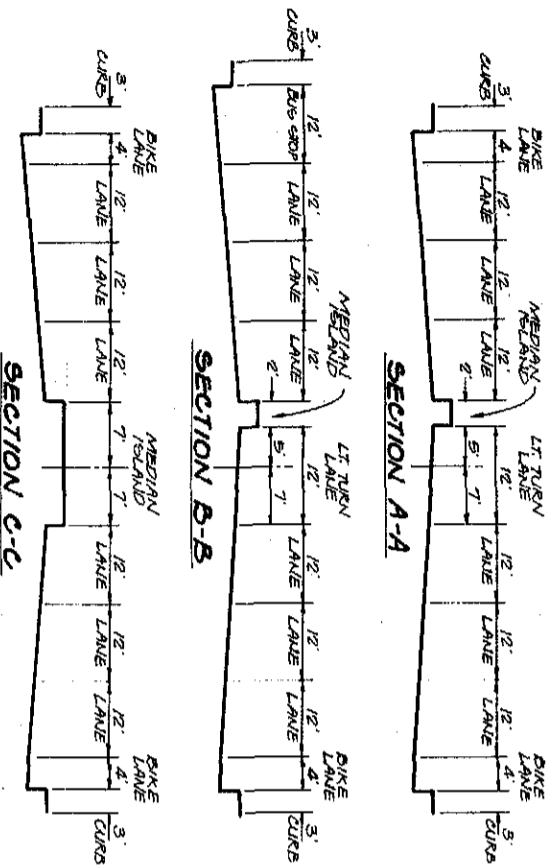


RIGHT OF WAY STANDARDS
EXHIBIT "A-4a"

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA ·

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



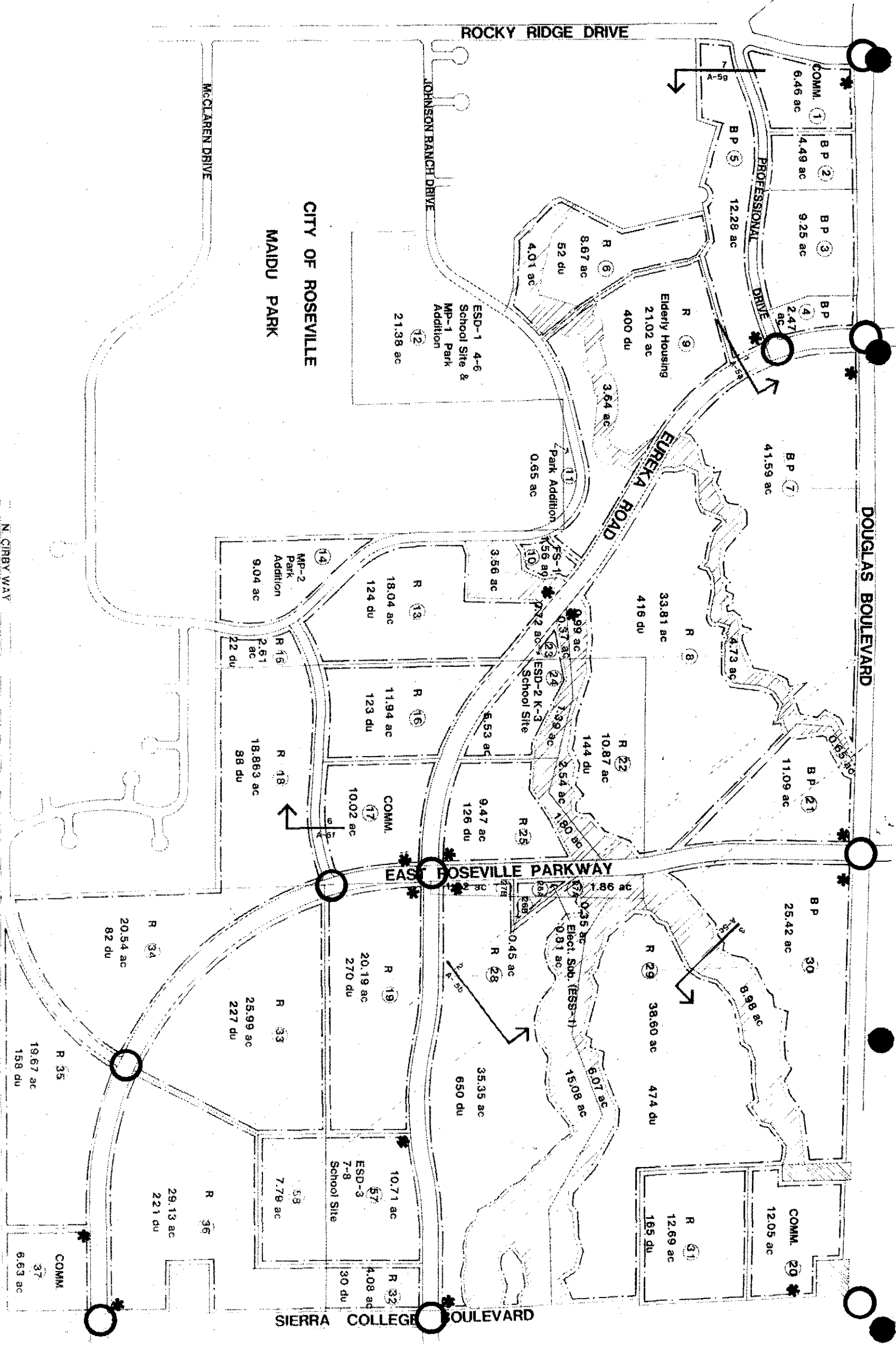
**RIGHT OF WAY STANDARDS
EXHIBIT "A-4c"**

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA ·

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

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



LEGEND

R Residential
 BP Business & Professional
 COMM Commercial
 * BUS TURNOUTS
 ○ TRAFFIC SIGNALS
 Open Space Easement
 Out Parcels

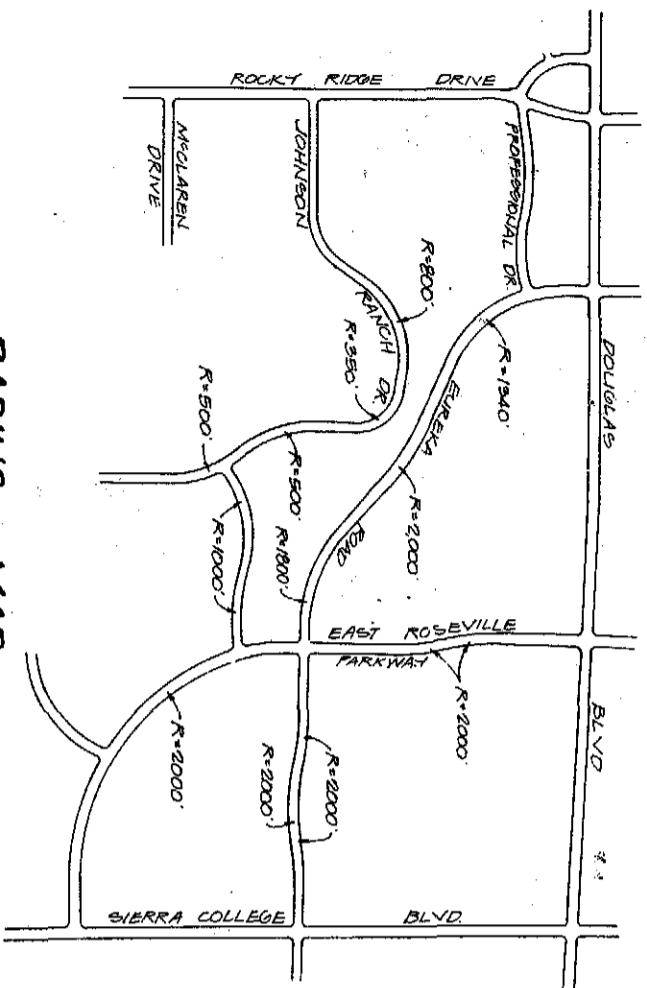


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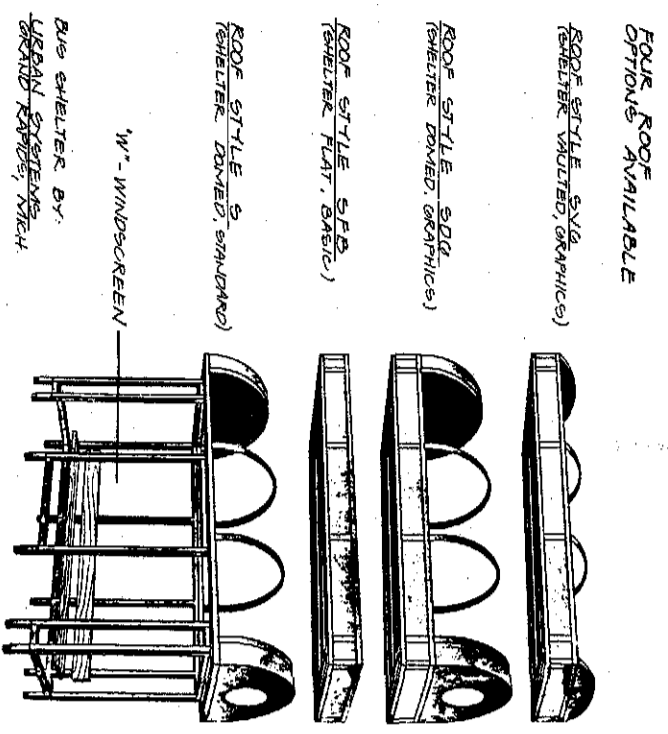
CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY

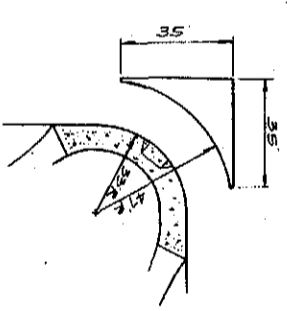
DAVID WARD & ASSOCIATES
 10000 BLOSSOM DRIVE, SUITE 200
 DUBLIN, CALIFORNIA 94568
 (916) 231-1100
 WWW.DWA.COM



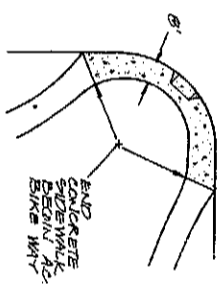
RADIUS MAP



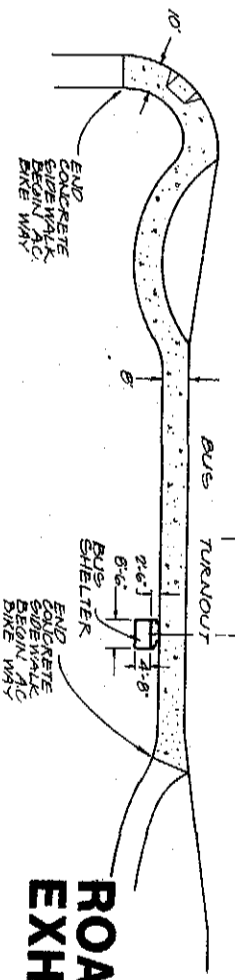
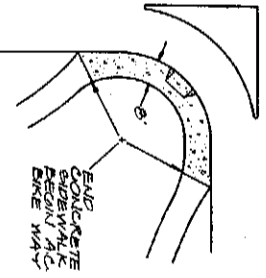
BUS SHELTER



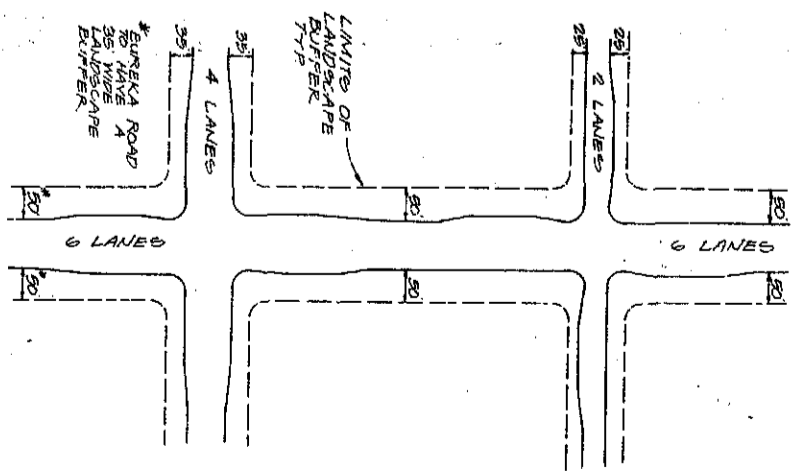
TURN RADIUS DETAIL



SIDEWALK DETAILS AT INTERSECTION



BUS TURNOUT



LANDSCAPE BUFFER DETAIL

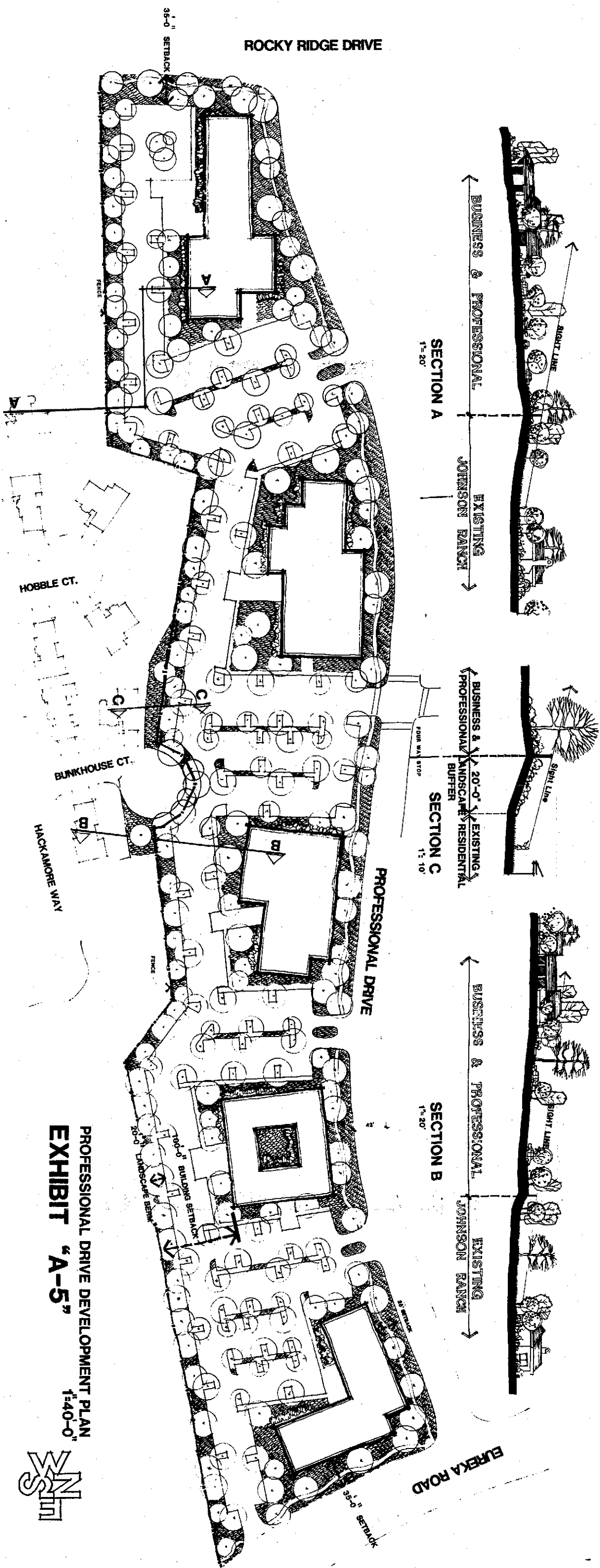
ROAD IMPROVEMENT STANDARDS
EXHIBIT "A-4e"

SOUTHEAST ROSEVILLE SPECIFIC PLAN
CITY OF ROSEVILLE · CALIFORNIA

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

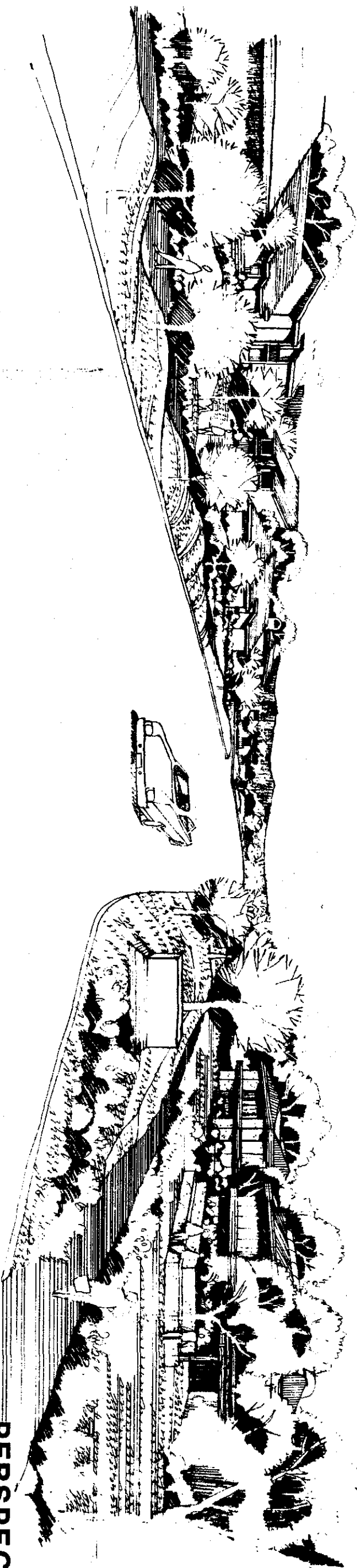
CITY OF ROSEVILLE CALIFORNIA SOUTHEAST ROSEVILLE SPECIFIC PLAN

PREPARED BY: **M**

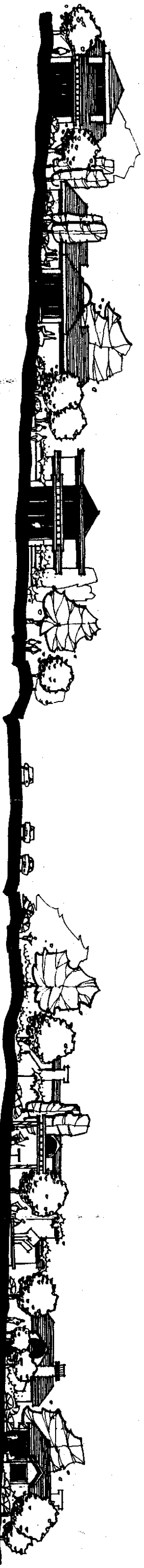


PROFESSIONAL DRIVE DEVELOPMENT PLAN
EXHIBIT "A-5"
1"=40'-0"





PERSPECTIVE 1
EXHIBIT "A-6a"



SECTION 1

BUSINESS/PROFESSIONAL



STREET



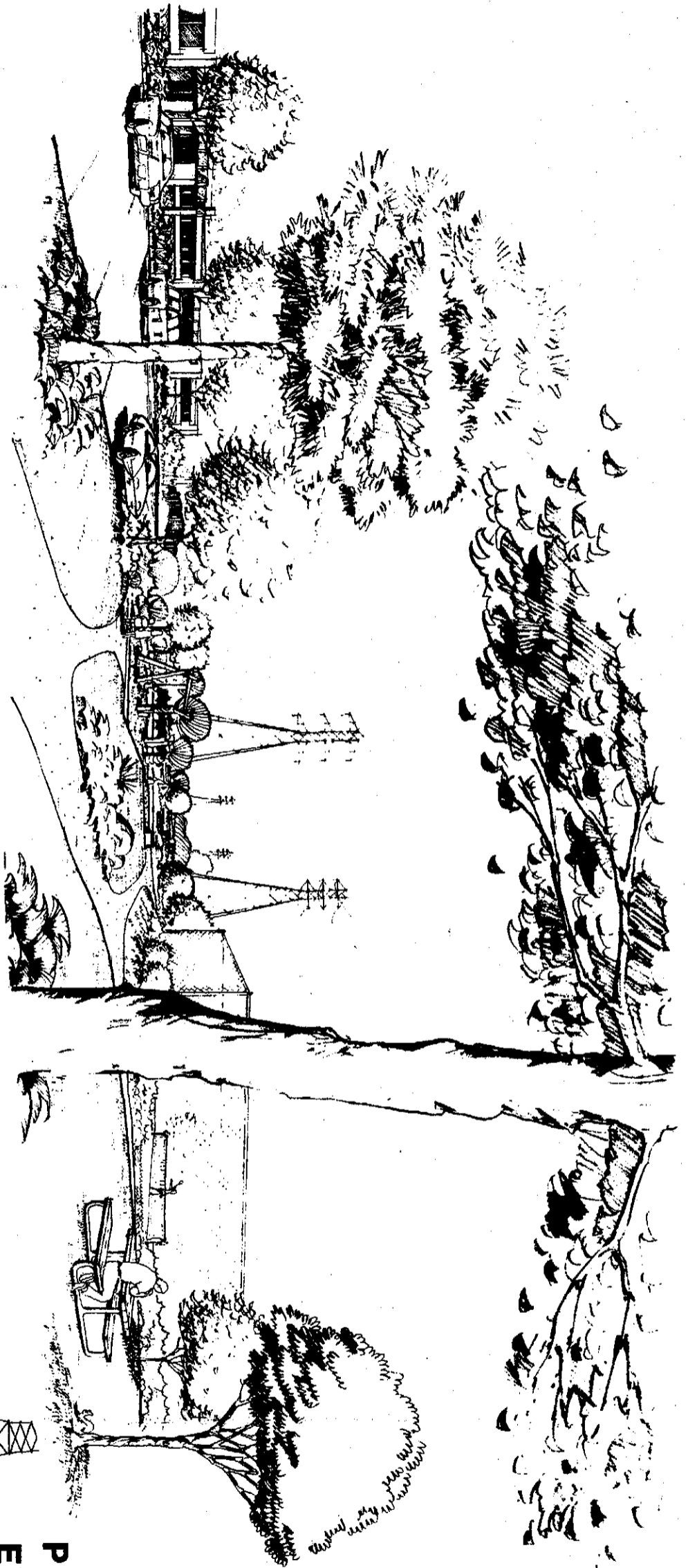
ELDERLY HOUSING

SOUTHEAST ROSEVILLE SPECIFIC PLAN

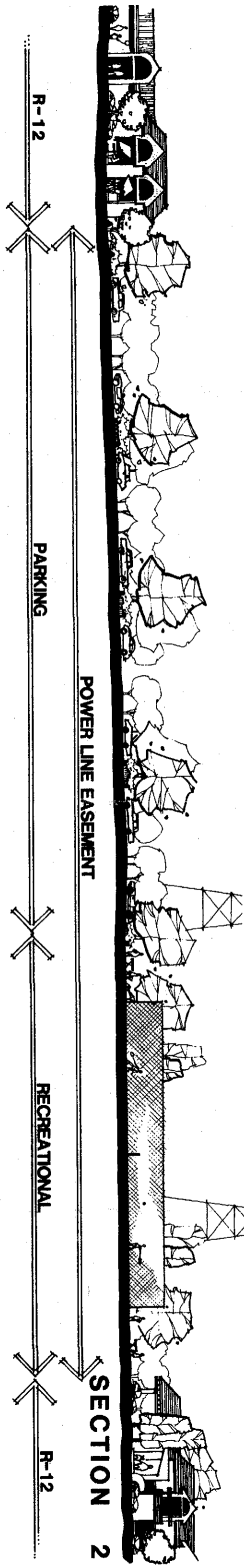
CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY:

WILLIAMS+PADON+ASSOCIATES, INC.
720 SHERWOOD AVENUE, SUITE 200, ROSEVILLE, CA 95747



PERSPECTIVE 2
EXHIBIT "A-6b"

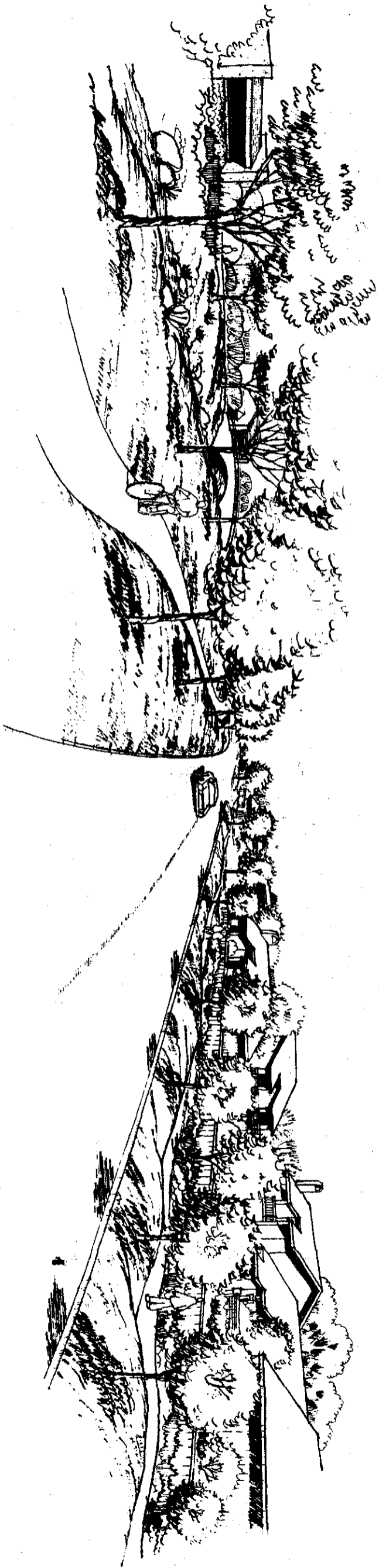


SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: 

WILLIAMS+PADDON/ARCHITECTS+PLANNERS/INC
730 S. ST. ST. ONE / STE 201 / ROSEVILLE, CA 95672 (916) 764-8178 / 09/02/08



PERSPECTIVE 3
EXHIBIT "A-6c"



SECTION 3

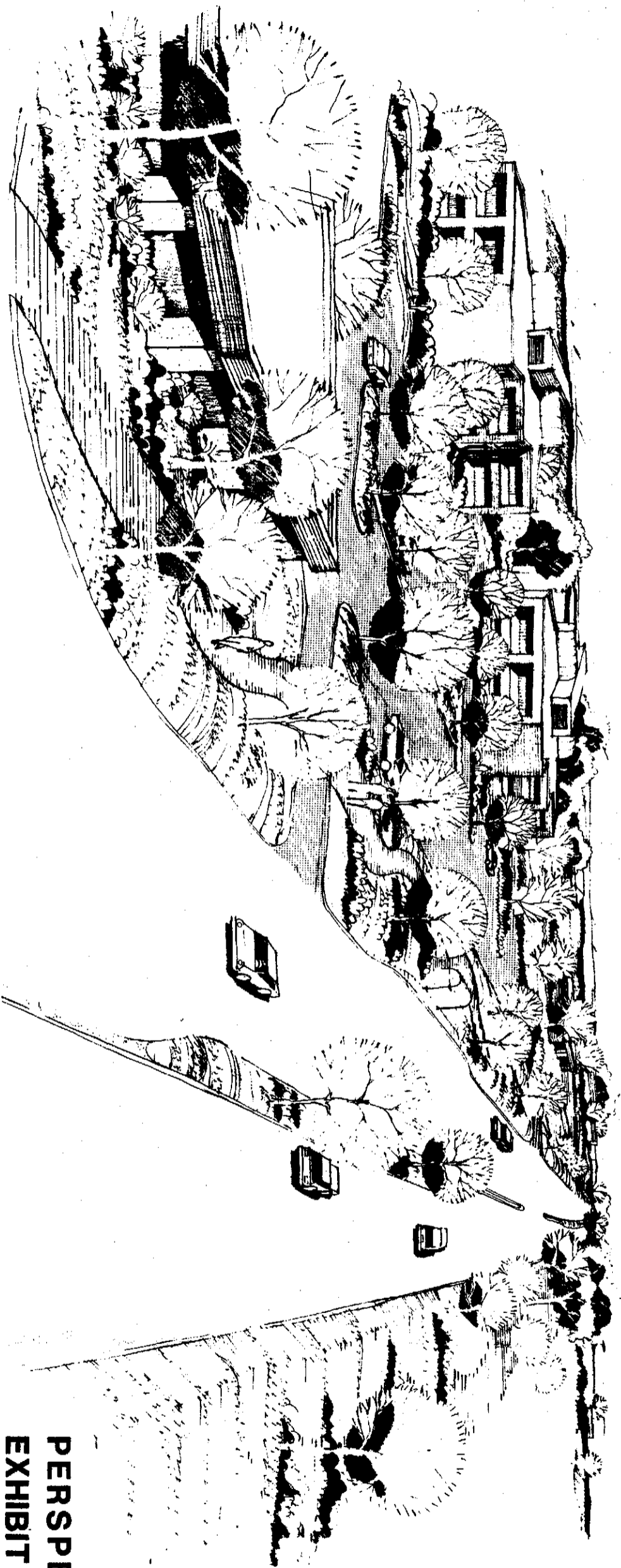


SOUTHEAST ROSEVILLE SPECIFIC PLAN

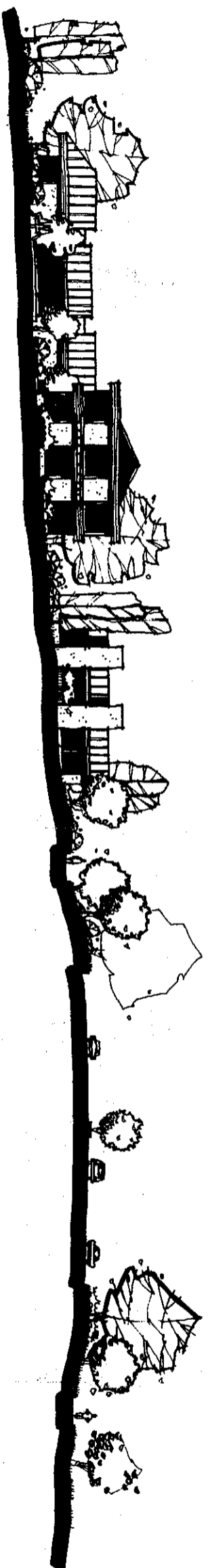
CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: 

WILLIAMS+PADDON/ARCHITECTS+PLANNERS, INC.
7500 S. RIVER ROAD, SUITE 201, ROSEVILLE, CA 95678 / (916) 786-8178 / 959-6591



PERSPECTIVE 5
EXHIBIT "A-6e"



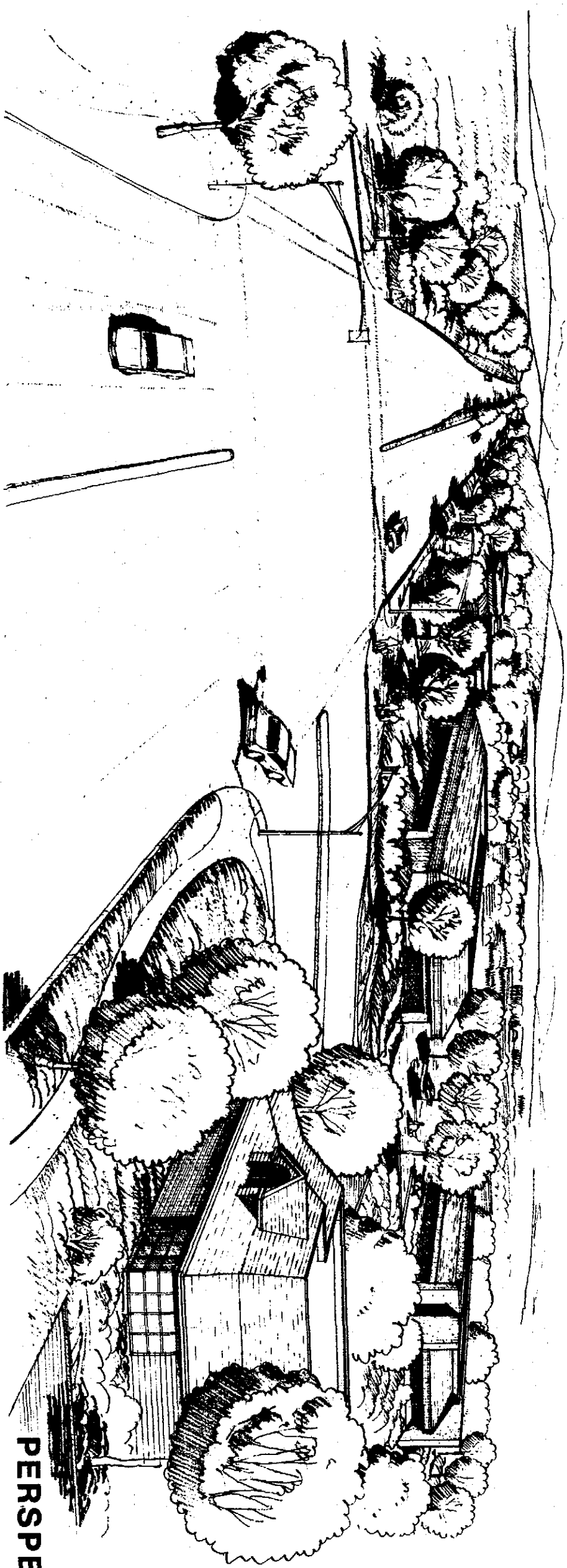
SECTION 5

BUSINESS/PROFESSIONAL

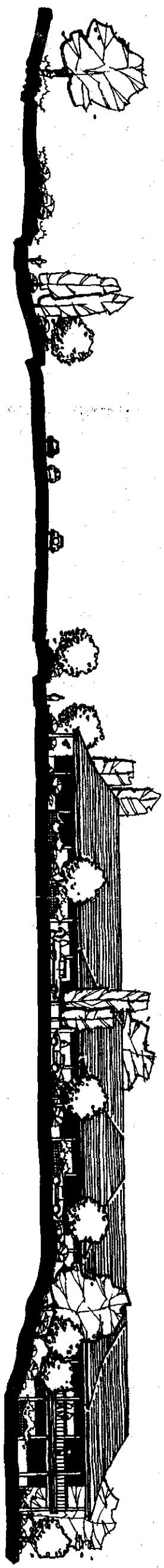


SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA · PREPARED BY:  WILLIAMSTADDON ARCHITECTS PLANNERS INC.



PERSPECTIVE 4
EXHIBIT "A-6d"



SECTION 4

← DOUGLAS BLVD. SEZBACK 25 FT. →

ROCKY RIDGE CENTER

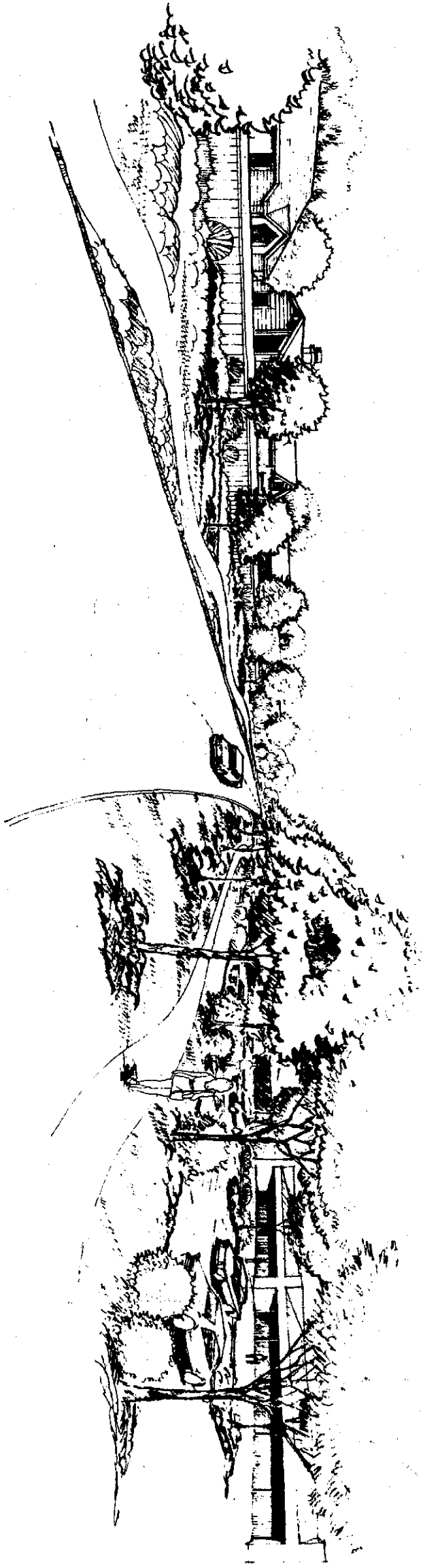
SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

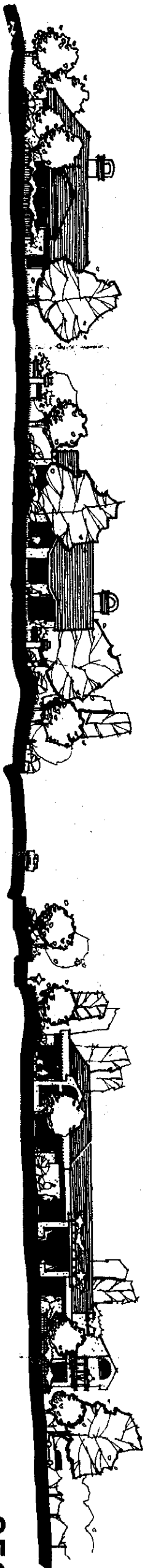
PREPARED BY:



WILL JAMES + PADDON ARCHITECTS + PLANNERS, INC.
7375 STRONG AVE., SUITE 200, ROSEVILLE, CA 95747 · (916) 784-8178



PERSPECTIVE 6
EXHIBIT "A-6f"



SECTION 6



SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

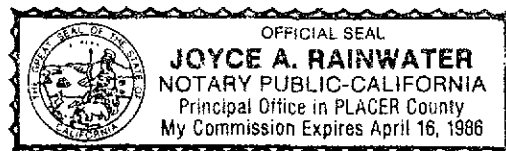
PREPARED BY: 

WILLIAMS+PADDON/ARCHITECTS+PLANNERS, INC.
730 SURFER AVE / SUITE 261 / ROSEVILLE, CA 95678 / (916) 786-8178 / 999-6891

STATE OF CALIFORNIA)
 COUNTY OF PLACER) ss.

On February 19 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT B. COKER, JR., personally known to me to be the PRESIDENT of COKER DEVELOPMENT, INC., a California Corporation, the corporation that executed the within instrument and personally known to me to be the person who executed the within instrument on behalf of said corporation. Said COKER DEVELOPMENT, INC., being personally known to me to be one of the partners of Coker-Ewing Company, a general partnership, which corporation executed the within instrument on behalf of said partnership, said Coker-Ewing Company being personally known to me to be one of the partners of SOUTHFORK PARTNERSHIP, a general partnership, the partnership that executed the within instrument, said ROBERT B. COKER, JR., acknowledged to me that COKER DEVELOPMENT, INC., executed the same, pursuant to its by-laws or a resolution of its Board of Directors, as a partner of said Coker-Ewing Company, which executed the same as a partner of said Southfork Partnership and that said Southfork Partnership executed the same.

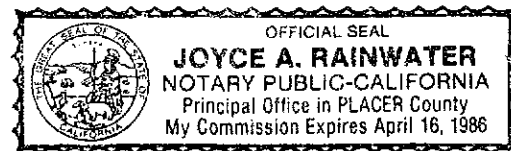
J. Rainwater
 Notary Public



STATE OF CALIFORNIA)
 COUNTY OF PLACER) ss.

On February 19 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY W. EWING, personally known to me to be the PRESIDENT of EWING DEVELOPMENT, INC., a California Corporation, the corporation that executed the within instrument and personally known to me to be the person who executed the within instrument on behalf of said corporation. Said EWING DEVELOPMENT, INC., being personally known to me to be one of the partners of Coker-Ewing Company, a general partnership, which corporation executed the within instrument on behalf of said partnership, said Coker-Ewing Company being personally known to me to be one of the partners of SOUTHFORK PARTNERSHIP, a general partnership, the partnership that executed the within instrument, said HARRY W. EWING acknowledged to me that EWING DEVELOPMENT, INC., executed the same, pursuant to its by-laws or a resolution of its Board of Directors, as a partner of said Coker-Ewing Company, which executed the same as a partner of said Southfork Partnership and that said Southfork Partnership executed the same.

J. Rainwater
 Notary Public



CAT. NO. NN00636
TG 21954 CA (1-83)

(Corporation as a Partner of a Partnership)

 **TICOR TITLE INSURANCE**

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

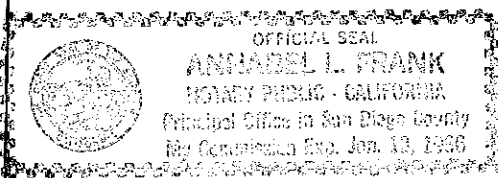
On February 15, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared Lesli J. Williamson personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Project Manater ~~Resident~~, and Don White

Home Capital Corporation personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President ~~Secretary~~ of the corporation that executed the within instrument on behalf of Southfork Partnership

Southfork Partnership the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

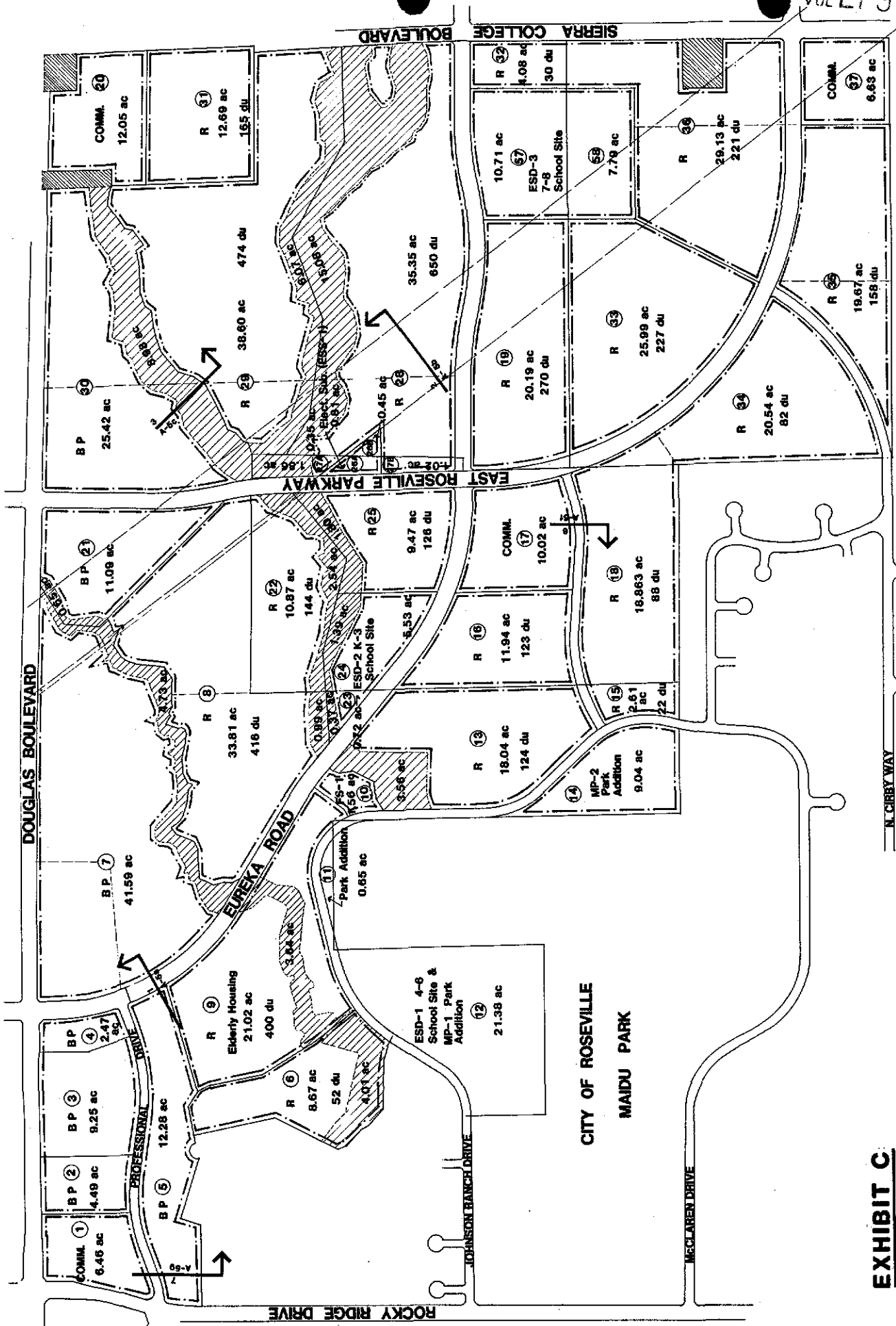
Signature *Annabel L. Frank*



(This area for official notarial seal)

STAPLE HERE

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LEGEND

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

EXHIBIT C
SCHEMATIC DEVELOPMENT PLAN
LAND USE PLAN
EXHIBIT "A-1"

SOUTHEAST ROSEVILLE SPECIFIC PLAN
 CITY OF ROSEVILLE · CALIFORNIA

DAVID WALKER & ASSOCIATES
 ARCHITECTS-PLANNERS-INC.
 700 STATE ST., SUITE 200
 SACRAMENTO, CALIF. 95811

PREPARED BY:

19710 2100 0000 2050

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

SOUTHFORK PARTNERSHIP,
a General Partnership

Re: Assessment Numbers:
3790, 3789, 3796, 3797

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

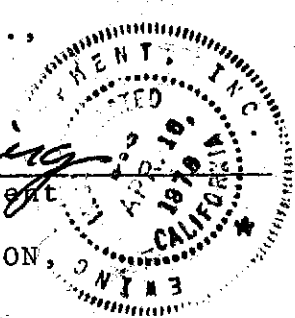
by COKER DEVELOPMENT, INC.,
a California Corporation,
a General Partner

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



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

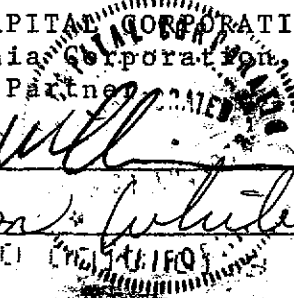
BY: [Signature]
Harry W. Ewing, President



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

BY: [Signature]
Title: Asst. Mgr.

BY: [Signature]
Title: J.P.



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DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS
CENTRAL LAND

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4.02	Grant of Easements
Article 5.	Rights and Obligations Under the Development Agreement
Article 6.	Permitted Uses, Improvements and Restrictions
6.01	Scenic Corridors
6.02	Other Improvements Prohibited
6.03	Other Improvements and Uses
Article 7.	Approval of Plans
7.01	Submission Requirements
7.02	Landscape Design Guidelines
7.03	Basis for Approval
7.04	Result of Inaction
7.05	Implementation
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- 8.02 Declarant's Maintenance Responsibility
- 8.03 Owner's Maintenance Responsibility

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- 9.02 Description of Zones and Allocation of the Cost of Maintenance of the Corridor and Open Space/Floodway
- 9.03 Allocation of the Cost of Maintenance of Landscaping and Improvements
- 9.04 Allocation of Property Taxes
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12.03	Constructive Notice and Acceptance
12.04	Right to Mortgagees
12.05	Mutuality, Reciprocity; Runs with Land
12.06	Article and Section Headings
12.07	Effect of Invalidation
12.09	Waiver of Use

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- 12.12 Singular Includes Plural
- 12.13 Notice

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF CENTRAL LAND

THIS DECLARATION of Covenants, Conditions and
Restrictions is made this ____ day of _____ 1985
by Southfork Partnership, a California general partnership
("Declarant").

Article 1. Declaration.

1.01. Declarant is the owner of certain real property
(the "Property") located in the City of Roseville, County
of Placer, described in Exhibit One attached hereto and
incorporated herein by reference.

1.02. 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 Central Land
("Development Agreement").

1.03. Declarant desires to insure proper and appro-
priate 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. 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 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 and it is assumed 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. This Declaration is designed to complement local government, Federal and State regulations and where conflicts occur between regulators, the most stringent requirements shall prevail.

Article 2. General Provisions.

2.01. Establishment of Restrictions. Declarant hereby covenants and declares that the Property, and every part thereof or interest therein, is now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the covenants, conditions, restrictions and easements herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with each and every portion of or interest in the Property

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and shall apply to every Owner and/or 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 and 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.

Article 3. Definitions.

3.01. "Landscape Maintenance Committee" shall be each of three three-member committees. Each such Committee

0902 010101 0101 0101 0101 0101 0101 0101 0101 0101

shall be appointed for a zone, as set forth in Exhibits 3-A, 3-B and 3-C and as described in Section 9.02 hereof. The 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 each zone. If elected, Declarant and each Owner of a parcel or parcels within a zone shall have one vote or fraction of a vote for each acre or equivalent fraction of an acre within the zone. Such votes shall be cast for one or more candidates for membership on the Landscape Maintenance Committee for that zone. A simple majority shall elect a member; in case of a tie, a new candidate shall be nominated until the tie is broken. Members of each Landscape Maintenance 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 the election) at any time. Each Landscape Maintenance 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 each Landscape Maintenance Committee. Notwithstanding the foregoing provisions regarding the appointment and election of Committee members, if a zone includes a subdivision subject to management documents to be approved by the Department of

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Real Estate of the State of California ("DRE"), the Declarant and other Owners shall appoint and/or elect the members of the Committee for that zone 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 Committee then existing, without amendment of this Declaration.

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

3.03. "Development Agreement" shall mean the Development Agreement by and between the City of Roseville and Southfork Partnership Relative to the Development known as Central Land, adopted by the City of Roseville on February 20, 1985, by Ordinance No. _____, and recorded on _____, 1985, in Book _____, Page _____ of the Official Records of the County of Placer, as such Development Agreement presently reads and as it may be modified or amended from time to time. A copy of Ordinance No. _____ (without the exhibits thereto) is attached hereto as Exhibit Two and is incorporated herein by reference.

3.04. "Southeast Roseville Specific Plan" shall mean the Specific Plan dated February 20, 1985, and which is Exhibit B to the Development Agreement, as such Specific Plan presently reads.

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3.05. "Improvements" shall mean and include structures and construction of any kind within that portion of the property specified in 3.06, 3.07, 3.08, 3.09 and 3.10, 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.

3.06. "Douglas Boulevard Corridor" shall mean the 6.5 acres, more or less, described in Exhibit 4-A.

3.07. "Eureka Road Corridor" shall mean the 11.73 acres, more or less, described in Exhibit 4-B.

3.08. "East Roseville Parkway Corridor" shall mean the 13.25 acres, more or less, described in Exhibit 4-C.

3.09. "Open Space/Floodway" shall mean the 55 acres, more or less, described in Exhibit 4-D.

3.10. "PG&E Easement" shall mean the 66.5 acres, more or less, described in Exhibit 4-E.

3.11. "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.

3.12. "Owner" shall mean the person or entity who is the record owner of a Parcel, including buyers under a contract of sale. 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.

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

3.14. "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 and within the Floodway-Open Space and PG&E Easement as shown on Exhibit Four attached hereto and incorporated herein by reference.

3.15. "Permitted Uses" shall mean the uses permitted in Section 2A of the Development Agreement.

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

3.17. "Schematic Plan" shall mean the schematic plan attached as Exhibit C to the Development Agreement.

Article 4. Transfers.

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

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

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deemed to limit Declarant's right to reserve easements across such Parcels at the time of conveyance.

Article 5. Rights and Obligations Under the Development Agreement.

Each Owner (and its heirs, successors, and assigns) shall assume all of Declarant's rights and obligations under the Development Agreement as to its respective Parcel, as provided for in Section 3.B of the Development Agreement, including but not limited to its proportionate share of all landscape maintenance obligations imposed upon the Property (which shall include a proportionate share of the contribution required by Section 3.B of the Development Agreement), determined on the basis of the Proportional Maintenance Allocation to each Parcel. Each Owner's obligations for Landscape Maintenance Obligations include those imposed by Section 3.B of the Development Agreement which requires contributions to the Landscape Maintenance Committee, which shall be payable by each Owner in the amounts and at the times more particularly provided in the Development Agreement. Declarant reserves the right to design and install portions (or all) of the Corridor and Open Space/Freeway landscaping prior to the times required by Section 3.B of the Development Agreement.

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 Corridors or on the adjacent streets in accordance with the provisions and restrictions contained in the Development Agreement attached hereto as Exhibit Two. 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 the Declaration of Restrictions.

6.02. Other Improvements Prohibited. Except as permitted pursuant to Section 6.03 hereof or as provided in Section 6.01, there shall be no other uses or Improvements whatsoever permitted on the Property. In any case, such uses and Improvements shall be subject to the requirements of approval set forth in Article 7 hereof.

6.03. Other Improvements and Uses. Improvements and uses which are neither specifically prohibited nor specifically authorized in the Development Agreement and Development Guidelines may be permitted in specific cases by the Landscape Maintenance Committee for that zone provided the Owner and/or Occupant thereafter obtains all necessary permits and approvals from the City of Roseville as provided in the Specific Plan and in the Development Agreement. Approval or disapproval of such use and Improvement

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 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.

Article 7. Approval of Plans.

7.01. Submission Requirements. No Improvements shall be erected, placed, altered, maintained or permitted to remain on any land subject to these covenants unless plans and specifications (signed by the Owner, the proposed Occupant of the site, 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:

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1. Detailed information regarding proposed uses.

2. 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.

4. Preliminary plans and elevations for any new structure showing major dimensions, setbacks, and materials, whether or not the structure is located on that portion of the Property specified in 3.06, 3.07, 3.08, 3.09 or 3.10.

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 Open Space/Floodway areas on the Property ("Landscape Design Guidelines"), is attached hereto as Exhibit Five. A schematic plan for landscaping the Scenic Corridor ("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 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

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those 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 hereof, 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 Plan. Timely completion 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 (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (ii) the performance of any work, whether or not pursuant to approved plans, drawings and specifications; or (iii) the development of any part of the Property. Every person who submits plans to the Landscape Maintenance Committee for approval agrees, by submission of

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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 Agreement. Landscape Maintenance Committee approval shall in no way be understood as a representation that the City of Roseville

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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 Agreement shall expire prior to the term of this Declaration and that following termination of the Development Agreement certain of the requirements contained therein may no longer bind the Property.

Article 8. Development and Maintenance Responsibilities.

8.01. Installation of Landscaping. Pursuant to Section 3.B of the Development Agreement, Declarant shall install 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 the Perimeter Landscaping in accordance with the Landscape Design Standards attached hereto as Exhibit Five.

8.02. Declarant's Maintenance Responsibility. The Landscape Maintenance Committee shall maintain and repair (i) the Scenic Corridor in accordance with the provisions set forth in Section 3.B of the Development Agreement and

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(ii) the Open Space/Floodway Landscaping and 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 and replacement of Improvements in such areas when necessary with the type of material originally installed therein or such substitute therefore 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) Performance of necessary maintenance of all landscaping of the Scenic Corridors and the 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 Corridor 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 Agreement.

8.03 Owner's Maintenance Responsibility. With the exception of the Corridors and the Open Space/Floodway, 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 therefore 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.

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 resultant cost 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.

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 Agreement that each Owner of an interest in the Property (i) shall pay its proportionate share of the cost of the installation and maintenance of the Scenic Corridors, and Open Spaces/Floodways as more particularly provided in this Article 9 and in Section 3.B of the Development Agreement; and (ii) shall 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 shall be allocated a share of the cost of maintaining the Corridor and Open Space/Floodway Landscaping. The allocated share obligation of each Owner under this

Article shall be a fraction. Such fraction shall be calculated as follows:

(i) The Douglas Corridor Zone:

(a) Participating Owners shall be owners of all parcels which are (1) for Business and Professional or Commercial use; and (2) adjacent to and on the south side of Douglas Boulevard or adjacent to and on the both sides of Professional Drive; and (3) which are included within the Southeast Roseville Specific Plan Area or which by their execution of this covenant include themselves within the Zone.

(b) The numerator of a Douglas Corridor fraction shall be the total frontage of such parcel, in linear feet, of a given parcel along the South side of Douglas Boulevard, and/or along either side of Eureka Road north and west of the Northern Branch of Strap Ravine, and/or along either side of the East Roseville Parkway north of the most northerly point at which the PG&E power lines and easement traverse the East Roseville Parkway, and/or along either side of Professional Drive, and/or along the North Side of the Northern Branch of Strap Ravine, and/or along the North side of that fork of the South Branch of Strap Ravine which is most proximate to Douglas Boulevard and east of the East Roseville Parkway.

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(c) 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, along both sides of Professional Drive, along both sides of that portion of Eureka Road which is north and west of the Northern Branch of Strap Ravine, 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, along the north side of that portion of the Northern Branch of Strap Ravine which is between Eureka Road and the East Roseville Parkway, and along the north side of that fork of the Southern Branch of Strap Ravine which is most proximate to Douglas Boulevard and east of the East Roseville Parkway.

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

(ii) The Strap Ravine West Zone:

(a) Participating Owners shall be all owners of all those parcels (1) which are zoned residential, and (2) which are west of Eureka Road and (3) which are located within the Southeast Roseville Specific Plan Area.

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(b) The numerator of a Strap Ravine-West fraction shall be the total acreage of each parcel within the Zone.

(c) The denominator of a Strap Ravine-West fraction shall be the total acreage of all parcels within the Zone.

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

(iii) The Southeastern Zone:

(a) Participating Owners shall include all owners of parcels, irrespective of land use, which are (1) bounded on the north by either (a) the Northern Branch of Strap Ravine, (b) the PG&E Power Lines/Easement west of the East Roseville Parkway or (c) by that fork of the South Branch of Strap Ravine which is east of the East Roseville Parkway and which most proximate to Douglas Boulevard, and (2) which are bounded on the east, west and south by the boundaries of the Southeast Roseville Specific Plan Area; and (3) which are not included in the Douglas Corridor Zone or the Strap Ravine-West Zone; and (4) which are not owned by an agency of the City of Roseville or the Eureka School District.

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(b) The numerator of a Southeastern Zone fraction shall be the total acreage of each parcel within the Zone.

(c) The denominator of a Southeastern Zone shall be the total acreage of all parcels owned by participating owners, as set forth in 9.02(iii)(a) above.

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

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

Section 3.B of the Development Agreement 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 required pursuant to Section 3.B of the Development Agreement.

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 Corridor and Open Space/Floodways contained within such Parcel.

9.05. Allocation by Zones. The maintenance of Scenic Corridors and Open Space/Floodways within each zone shall be the 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

(i) 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; and

(ii) The cost of maintenance of the Open Space/Floodway encompassing that portion of the North Branch of Strap Ravine which is between Eureka Road and Douglas Boulevard; and

(iii) The cost of maintenance of the Open Space/Floodway encompassed that fork of the South Branch of Strap Ravine which is most proximate to Douglas Boulevard and which is east of the East Roseville Parkway;

(iv) The cost of maintenance of the Median and the setbacks on both sides of Eureka Road

north of the North Branch of Strap Ravine and south of Douglas Boulevard; and

(v) 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 the South Branch of Strap Ravine;

(vi) The cost of maintenance of the landscaping of the 25 foot setbacks on both sides of Professional Drive;

(v) Approximately one-half the cost of maintenance of landscaping of Open Space encompassed within that portion of the PG&E power line easement south of Douglas Boulevard and west of the East Roseville Parkway.

(b) The Strap Ravine West Zone: The cost of maintenance of the landscaping of the Open Space/Floodway encompassing that portion of the North Branch of Strap Ravine which is west of Eureka Road and which is within the Southeast Roseville Specific Plan Area.

(c) The Southeastern Zone:

(i) The cost of maintenance of landscaping of the median and setbacks on both sides of that portion of Eureka Road which is east of the North Branch of Strap Ravine and which is west of Sierra College Boulevard;

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(ii) The cost of maintenance of landscaping of the median and setbacks on both sides of that portion of the East Roseville Parkway which is south of the South Branch of Strap Ravine and which is west of Sierra College Boulevard;

(iii) The cost of maintenance of landscaping of the Open Space/Floodway encompassing that portion of the South Branch of Strap Ravine which is between the East Roseville Parkway and Maidu Park;

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

(v) One-half the cost of maintenance of landscaping of Open Space encompassed within that portion of the PG&E power line easement south of Douglas Boulevard and west of the East Roseville Parkway;

(vi) The cost of maintenance of landscaping of Open Space encompassed within that portion of the PG&E power line easement east of the East Roseville Parkway and west of Sierra College Boulevard.

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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 not less frequently than once each calendar quarter. Such assessments shall be paid by each Owner promptly upon receipt thereof. The amount, if any, by which any assessments received in advance from any Owner exceed such Owner'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 Agreement and except as otherwise provided in this Declaration, an Owner's obligation for the various installation and maintenance costs set forth in Article 9 shall commence as of the first day of the first month after the conveyance to him from Declarant of his 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 Association. The Owner of any parcel zoned as residential may transfer the obligations set forth hereunder for that parcel to a Homeowners Association for that parcel provided that such transfer of

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obligation shall be binding upon each and every Homeowner or successor in interest in that parcel or portion thereof in proportion to the acreage owned by such successor or successors in interest. Such transfer of obligation shall be implemented by covenant to be recorded at the time of the transfer of obligation.

Article 10. Enforcement.

10.01. Abatement and Suit. Violation or breach of any covenant, condition, restriction or easement contained herein or in the Development Agreement 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 Agreement, 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

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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 from the expenses of entering upon such portion of the Property and/or Improvements and abating and/or removing any Improvement or condition as aforesaid. 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 10.06 hereof. As required by Sections 3.B.5 and 4.B.4 of the Development Agreement, 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 Declarant, including but not limited to, any Owners' Association established pursuant to Sections 9.07 or 11.04 hereof, to enjoin any violation or enforce the Landscaping requirements of the Development Agreement. 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 attorney's fees.

10.02. 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 Agreement, 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.

10.03. Attorneys' Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration, the Development Agreement 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 10.06 hereof.

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

10.04. 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 Agreement.

10.05. 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 the right to enforce any other covenant, condition, restriction or easement.

10.06. 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 therefore, 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

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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 Agreement within fifteen (15) days after such costs and expenses have been assessed to such Owner or are due and payable under the Development Agreement, or in the case of real property taxes, prior to the delinquency, Declarant, the other Owners, or any of them, 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 days after notice of such advance is given, Declarant or the Owner making such advance may, at any time within two 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

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advance for the amount thereof, together with interest thereon, which claim shall contain (i) a statement of the unpaid amount of such advance and interest thereon; (ii) description of the ownership interest in the Property of the delinquent Owner; and (iii) 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 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 year (or within two years if a written extension of the claim of lien is filed with the

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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 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 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 Agreement, 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 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 Agreement, 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 (i) 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 and provided further that (ii) so long as Declarant owns a twenty-five percent (25%) interest in the Property (determined as

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previously set forth in this Section 11.02) or for a period of fifteen (15) years from the effective date hereof, whichever period is shorter. 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, 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 Sections 8.02, 8.03, 10.01, 10.02 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 Agreement may be assigned in whole or in part to any person, partnership, corporation or Association who shall be either (i) a partnership (limited or general) or corporation, seventy-five percent (75%) of which owned by then existing partners of Declarant; (ii) a purchaser from

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Declarant of a substantial interest in any remaining portion of the Property owned by Declarant; (iii) a person, corporation or association comprised of the Owners of a majority of the acreage subject to this Declaration or a committee thereof); or (iv) 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 Agreement relating to installation and maintenance of the Scenic Corridors and Open Space/Floodways. When such assignee evidences its consent in writing to accept such assignment and assume such duties, such assignee shall, to the 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

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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. Owners' Association. At such time as Declarant is the Owner of twenty-five percent (25%) or less of the real property subject to this Declaration (computed on an acreage basis) or at such earlier time as Declarant may determine, Declarant shall execute, acknowledge and record an instrument establishing an association of Owners which shall assume the rights, powers and reservations of Declarant hereunder and which shall have the responsibility and authority to enforce the provisions of the Development Agreement. The Bylaws and Articles of such association shall include the provisions relating to enforcement of the Development Agreement required by Sections 3B and 4B of the Development Agreement and in addition, shall set forth rules of procedure for such association. Upon recordation of such instrument, the rights, powers and reservations of Declarant hereunder (and of any assignee of Declarant pursuant to Section 11.04 above) shall terminate.

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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.

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12.02. Destruction of Improvement. 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 Improvements is not commenced within six months after the date of such damage or destruction, or is not completed by no later than two 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.

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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 10.06 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.

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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 or 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.

12.09. 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 uses of the Scenic Corridor or Open Space/Floodway permitted in the Declaration of Restrictions and the facilities thereon or by abandonment of such Owner's Property or interest.

12.10. 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.

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

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

12.13. 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
1900 Douglas Boulevard
Roseville, California 95678
Attn: Robert B. Coker, Jr.

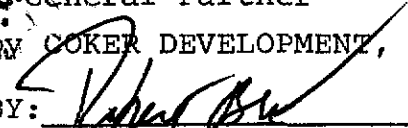
Declarant may change its address for the purposes of this section by informing each then Owner in writing within thirty (30) days of the change of address.

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.


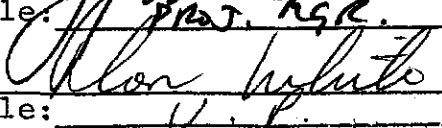
IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first above written.


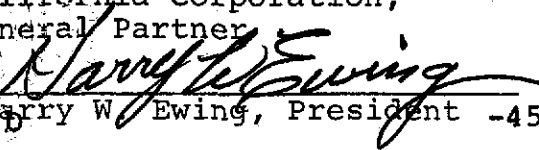
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 SOUTHFORK PARTNERSHIP,
California General Partnership
by COKER-EWING COMPANY,
a General Partnership,
a General Partner
by COKER DEVELOPMENT, INC.

BY: 
Robert B. Coker, Jr.
President

by HOME CAPITAL CORPORATION
a California Corporation,
a General Partner

BY: 
Title: PR. J. RSR.
BY: 
Title: _____

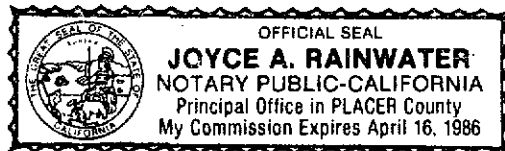
 EWING DEVELOPMENT, INC.,
a California Corporation,
a General Partner

Harry W. Ewing, President -45-

 130285 WGH

STATE OF CALIFORNIA)
COUNTY OF PLACER) ss.

On February 19 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT B. COKER, JR., personally known to me to be the PRESIDENT of COKER DEVELOPMENT, INC., a California Corporation, the corporation that executed the within instrument and personally known to me to be the person who executed the within instrument on behalf of said corporation. Said COKER DEVELOPMENT, INC., being personally known to me to be one of the partners of Coker-Ewing Company, a general partnership, which corporation executed the within instrument on behalf of said partnership, said Coker-Ewing Company being personally known to me to be one of the partners of SOUTHFORK PARTNERSHIP, a general partnership, the partnership that executed the within instrument, said ROBERT B. COKER, JR., acknowledged to me that COKER DEVELOPMENT, INC., executed the same, pursuant to its by-laws or a resolution of its Board of Directors, as a partner of said Coker-Ewing Company, which executed the same as a partner of said Southfork Partnership and that said Southfork Partnership executed the same.

Joyce A. Rainwater
Notary Public

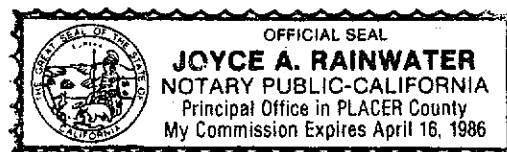


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STATE OF CALIFORNIA)
COUNTY OF PLACER) ss.

On February 19 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY W. EWING, personally known to me to be the PRESIDENT of EWING DEVELOPMENT, INC., a California Corporation, the corporation that executed the within instrument and personally known to me to be the person who executed the within instrument on behalf of said corporation. Said EWING DEVELOPMENT, INC., being personally known to me to be one of the partners of Coker-Ewing Company, a general partnership, which corporation executed the within instrument on behalf of said partnership, said Coker-Ewing Company being personally known to me to be one of the partners of SOUTHFORK PARTNERSHIP, a general partnership, the partnership that executed the within instrument, said HARRY W. EWING acknowledged to me that EWING DEVELOPMENT, INC., executed the same, pursuant to its by-laws or a resolution of its Board of Directors, as a partner of said Coker-Ewing Company, which executed the same as a partner of said Southfork Partnership and that said Southfork Partnership executed the same.

Joyce A. Rainwater
Notary Public



CAT. NO. NN00636
TO 21954 CA (1-83)

 **TICOR TITLE INSURANCE**

(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On February 15, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared Lesli J. Williamson personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Project Manater ~~Resident~~, and Don White

Home Capital Corporation personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President ~~Secretary~~ of

the corporation that executed the within instrument on behalf of Southfork Partnership

Southfork Partnership the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature

Annabel L. Frank

OFFICIAL SEAL
ANNABEL L. FRANK
 NOTARY PUBLIC - CALIFORNIA
 Principal Office in San Diego County
 My Commission Exp. Jan. 13, 1996

(This area for official notarial seal)

STAPLE HERE

EXHIBITS

- One Legal Description of the Property
- Two Ordinance, Development Agreement and Schematic
Development Plan
- Three Zone Boundaries and Landscaping Allocations
 - 3-A Douglas Boulevard Zone
 - 3-B Strap Ravine West Zone
 - 3-C Southeastern Zone
- Four Location of Corridor, Open Space and Easement
Landscaping
 - 4-A Douglas Boulevard Corridor
 - 4-B Eureka Road Corridor
 - 4-C East Roseville Boulevard Corridor
 - 4-D Open Space/Floodway
 - 4-E Pacific Gas and Electric Easement
- Five Landscape Design Guidelines

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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.

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1

ORDINANCE NO.

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, 1985; and February 2, 1985, 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

EXHIBIT 2

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. 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 _____ day of _____, 1985, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

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

This Development Agreement is entered into this _____ day of _____ 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 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. Landowner owns in fee that certain property described in Exhibit A (hereinafter "subject property"),

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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 __, 1985 (Exhibit B, attached hereto and incorporated herein by 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. 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 §65867, considered this Agreement in a duly noticed public hearing.

4. 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. 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

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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. 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 related to the Southeast Roseville Specific Plan or this Agreement are required. City is in the process of revising and adopting a schools component of the Public Services and Facilities Element of the Roseville General Plan. 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. Following consideration and certification of the aforementioned Final Environmental Impact Reports and of CEQA related findings, the City Council on February ____,

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1985 adopted Negative Declarations 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. _____;

B. The Southeast Roseville Specific Plan, as adopted by Resolution No. _____;

C. The Rezoning of Subject Property pursuant to Ordinance No. _____;

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

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

7. 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. 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. Development of subject property will result in a need for municipal services and facilities, including

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

10. 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 costs of public improvements, including but not limited to school facilities, as herein provided to mitigate the impacts of the project.

11. 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. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is

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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

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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 Conditions, Covenants 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 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

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Recorder within ten (10) days of receipt of such notice.

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

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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 of 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 reservations 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

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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 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. The permitted uses of said property, the density and intensity of use, the maximum height and size of

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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 on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1.F.

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

City agrees that land use is granted and grants herewith to the property subject to this Agreement as follows: 10.0 acres of commercial land uses and 481 dwelling units for residential use, all as set forth on Exhibits B and C, attached hereto and incorporated herein by reference.

Exhibits B and C provide for residential development of a total of 481 additional units, beyond those allocated in the 1977 General Plan, at a density of 4-16 dwelling units per acre.

B. Dedication of land.

(1) Landowner shall, upon demand of City, execute a covenant preserving, in perpetuity, a 35', more or less, scenic corridor consisting of 1.6 acres, more or less, adjacent to and on both sides of Eureka Road and a 50' scenic corridor consisting of 1.3 acres, more or less, adjacent to and on both sides of the East Roseville Parkway, and 5.7 acres, more or less, of Landscaped Open Space along Strap Ravine for Floodway and drainage purposes, as shown on the Schematic Development Plan and providing for the perpetual maintenance thereof;

(2) Landowner grants an option to purchase an 6.9 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;

(3) It is understood that the purchase price, if any, of the site set forth in 2.B.3 hereof shall be determined in accordance with the measures and provisions set forth in the Public Services and Facilities Element to be adopted by the City Council as set forth in Section 2.C hereof. In the event that the School District has not acquired the sites optioned herein by July 1, 1990, the option set forth above in 2.B.3 shall be deemed terminated and void.

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(4) Any payment by the 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. Landowner agrees that he shall be bound by the fees, measures and provisions adopted by the City in the now pending schools component of the Public Services and Facilities Element. Upon revision of the Public Services and Facilities Element, this Agreement shall be amended to incorporate such provisions as are applicable to the subject property. Until such time as the City revises and adopts measures and provisions implementing the schools component of the Public Services and Facilities Element, or January 1, 1986, whichever occurs first, Landowner agrees that building permits shall not be requested by Landowner nor issued by City for residential development subject to this Agreement, except for the first 300 residential units, provided that Landowner shall be bound by the measures and provisions of, and obligated to subsequently pay to the appropriate school district, any fees with respect to such 300 units, in addition to such units as may be built pursuant to the pending revision of the Public Services and Facilities Element.

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D. 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 201 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 511 residential units. Landowner agrees to consent to an increased sewer assessment required to serve the addition of 310 units for which no assessment is currently in effect. Such consent shall be in the form of a signed waiver to increase assessment to be executed concurrently with this Agreement, a copy of which is 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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E. Landowner agrees to undertake to construct a total of 12 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 Element of the Roseville General Plan. Such units will be in areas zoned for density of 15 units per acre or higher and shall not be required to exceed 15% 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. 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

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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 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 architectural costs pursuant to the reimbursement agreement or shall receive such actual costs of construction and financing as a credit or actual reimbursement by the assessment district. Landowner acknowledges that in the event an assessment district is not formed by the City, or to the extent reimbursement does not 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.

G. Rules, Regulations and Official Policies.

(1) Development of subject property shall be subject to such rules, regulations, ordinances and

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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

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Landowner shall take such action as may be required pursuant to Section 3.D of this Agreement.

(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 grant and convey, in further consideration of the land use granted herein, that portion of its property (9.2 acres, more or less,) as may be required for the construction of the circulation improvements enumerated in 3.A.6 hereof and the Southeast Roseville Specific Plan.

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(3) Surplus Credits. In the event that the value of land reserved for the Eureka School District pursuant to subsections 2.B.3 and 2.B.4, above, is in excess of fees which may be due to the Eureka 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.

(4) Landowner shall complete the following improvements:

a. Construct that portion of Eureka Road which is within Landowner's property as set forth in Phase II of 3.A.6 hereof, and as shown on the Schematic Development Plan.

b. Construct that portion of East Roseville Parkway which is within Landowner's property and one-half, more or less, of that portion of the East Roseville Parkway which abuts Landowner's property as set forth in Phases II, III and VI of 3.A.6 hereof, and as shown on the Schematic Development Plan.

c. Provide one half the cost of a traffic signal at:

i. East Roseville Boulevard and Park Connector Road.

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d. Provide one quarter of the cost of traffic signal at:

ii. Eureka Road and East Roseville Boulevard.

(5) 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 hereof, 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.

(6) The phasing of circulation improvements set forth in 3.A.4 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 the East Roseville Parkway.

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

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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 Sierra College Boulevard.

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ii. Widening and improvement of Sierra College Boulevard to a four lane arterial from Douglas Boulevard 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.

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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 a four lane arterial from the East Roseville Parkway to Sierra College Boulevard.

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.

(7) The standards for the circulation improvements set forth above, and the rights of way required therefor shall be as set forth in the Southeast Roseville Specific Plan.

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(8) 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 and Open Space Landscaping.

(1) This Section 3.B defines the obligations of Landowner, or its heirs and assigns, to participate in the financing of landscaping and to provide a mechanism for the perpetual maintenance of approximately 2.9 acres, more or less, of scenic corridor, more or less, contiguous to and on both sides of Eureka Road and on the West side of East Roseville Parkway, and of 5.7 acres, more or less, of Floodway/Open Space (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, or its heirs and assigns, for Corridor/Open Space improvement costs shall be a) the creation and recording of a covenant governing the use and maintenance of the approximately 8.6 acres, more or less, of Scenic Corridor and Open Space and b) installation of landscaping pursuant to the Plan as set forth in 3.B.3.

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

(4) Landowner, or its heirs and assigns, shall be responsible for creating a mechanism for the maintenance of improved landscaping in the Scenic Corridor and Floodway/Open Space 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, parcelization, lot line adjustment or building permit is issued for Landowner's property, Landowner shall establish such a legal mechanism, acceptable to the City Attorney, to provide for perpetual maintenance of said landscaped property, including without limitation, remedies upon default.

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(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 legal mechanism established by Landowner shall provide that (1) 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; (2) 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.

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(6) In the event of a failure by Landowner, or its heirs or 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 for which provision is made in the legal mechanism created pursuant to Section 3.B.4. 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 specification ("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. 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. 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. 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

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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.

(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 Covenants, Conditions and Restrictions (hereafter, "C,C&Rs;" attached hereto as Exhibit E;

(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 C,C&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 C,C&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

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(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 an in addition to, the amount of the judgment.

C. City may, at its discretion, refuse to issue a building permit for any structure within the geographical confines of a Phase (as 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.4 hereof.

D. 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 provisions for the property owner, lessee or City acting separately or jointly to enforce the provisions of this Agreement and to recover attorneys' fees and costs for such enforcement.

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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

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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 this 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

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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. 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 or 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

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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.

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Section 8. GENERAL.

A. The City agrees that unless this Agreement is amended or cancelled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation 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. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

Section 9. CONSTRUCTION.

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

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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
1900 Douglas Boulevard
Roseville, CA 95678

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.

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of 40 pages and five exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

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- Exhibit A Legal Description
- Exhibit B Southeast Roseville Specific Plan
- Exhibit C Schematic Development Plan
- Exhibit D Southeast Placer Sewer Assessment Agreement
- Exhibit E Covenants, Conditions and Restrictions (including Landscape Design Guidelines)

Approved this _____ day of _____, 1985,
 by the City Council of the City of Roseville.

CITY OF ROSEVILLE

SOUTHFORK PARTNERSHIP

By _____
 City Manager

By _____
 General Partner

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

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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.

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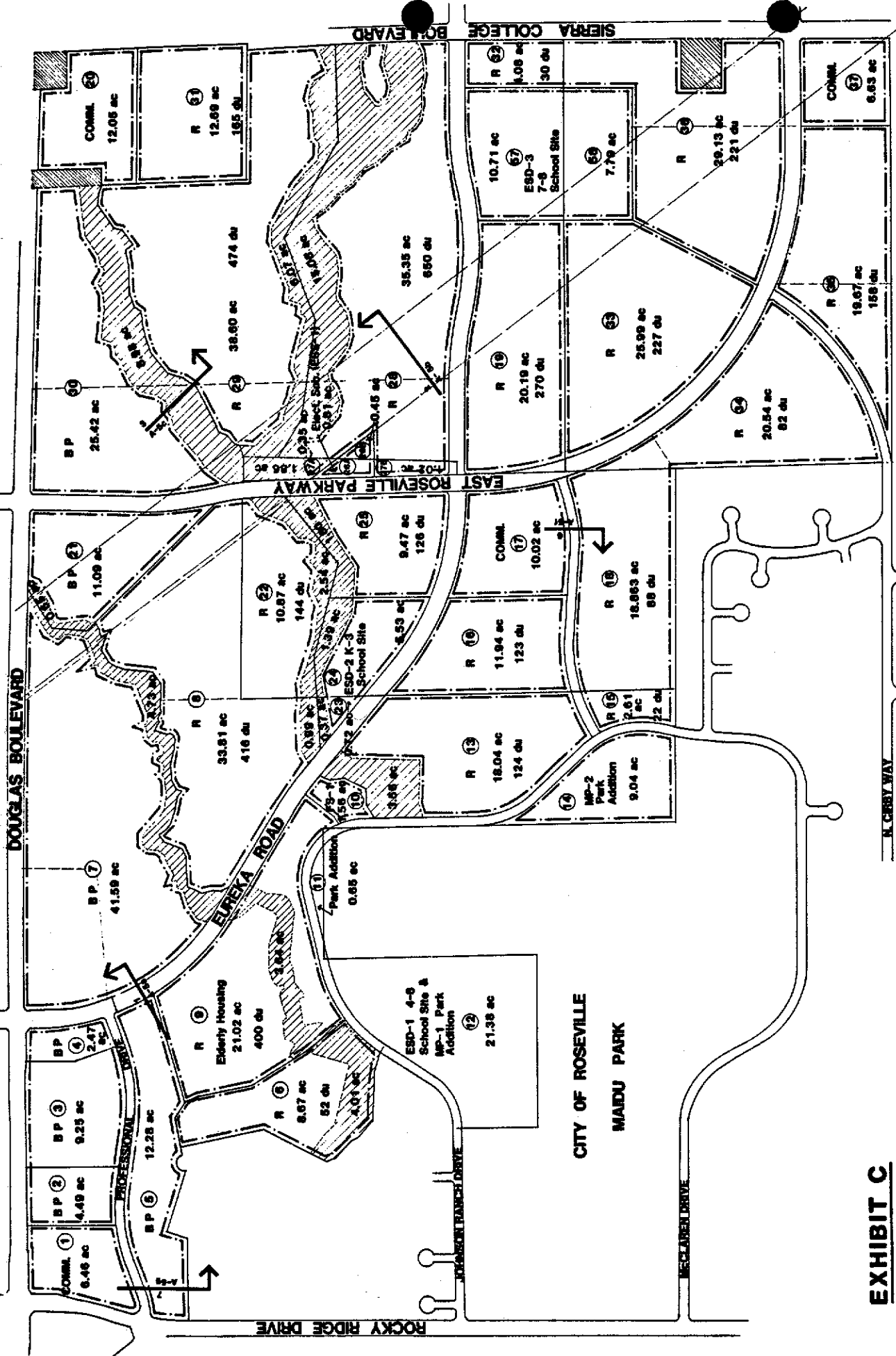


EXHIBIT C
SCHEMATIC DEVELOPMENT PLAN
LAND USE PLAN
EXHIBIT "A-1"



LEGEND

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

SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE • CALIFORNIA

WILLIAMS-HADDON
 ARCHITECTS-PLANNERS-INC.
 200 W. COLLEGE AVENUE, SUITE 200
 COLLEGE PARK, CALIFORNIA 94608

DAVID WASSER & ASSOCIATES
 1000 W. COLLEGE AVENUE, SUITE 200
 COLLEGE PARK, CALIFORNIA 94608

PREPARED BY:

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2020 2100 0000 2080

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 may be levied upon said property for the purpose of financing the construction of public improvements. The benefit to said property will be based upon the density of use of said property, as set forth in the Development Agreement adopted by the City of Roseville on _____.

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.

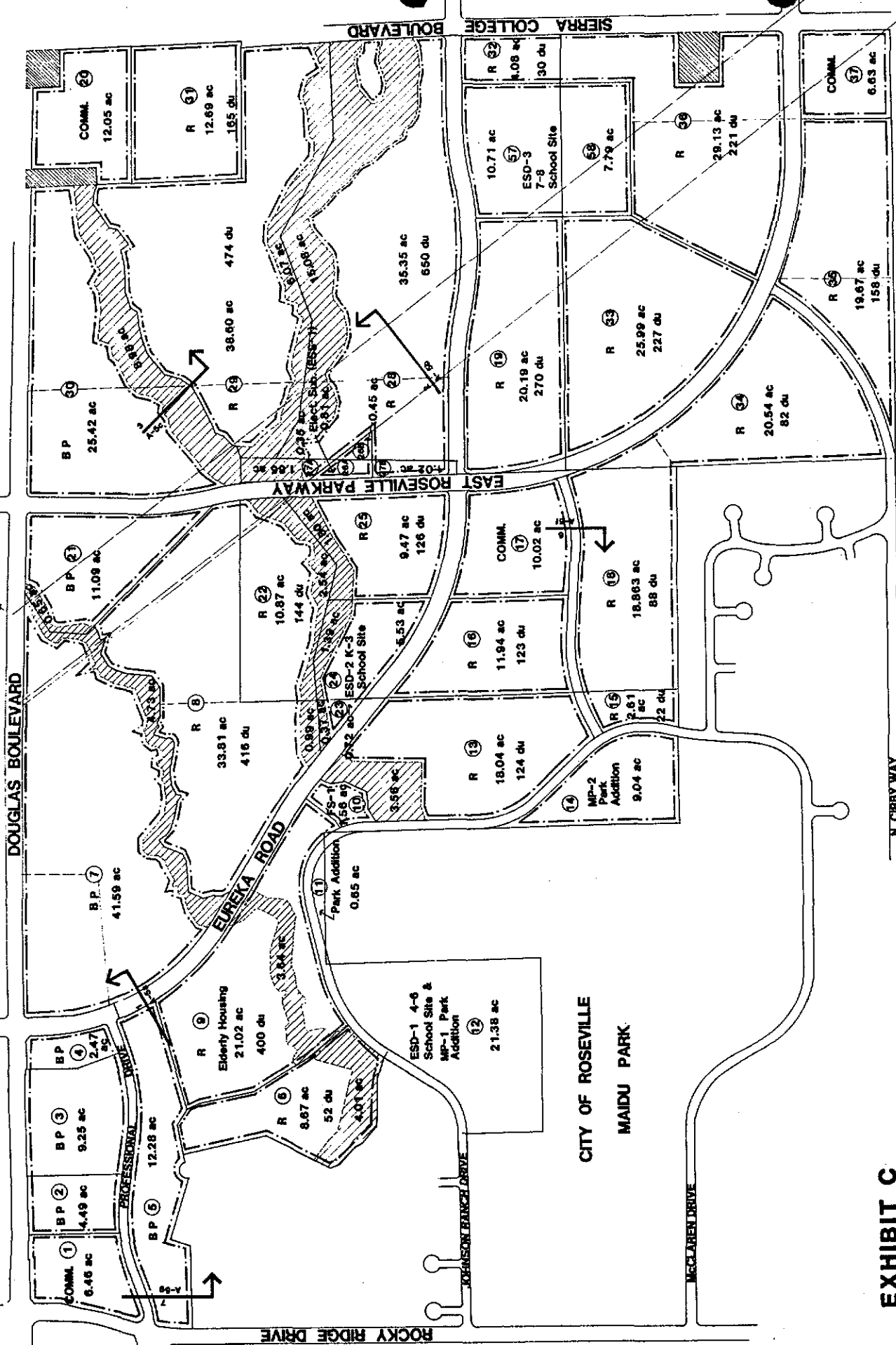
DATED: _____, 1985

SOUTHFORK PARTNERSHIP,
A General Partnership,
By COKER-EWING COMPANY,
A General Partner

BY: _____
ROBERT B. COKER, JR., PRESIDENT
COKER DEVELOPMENT, INC.,
A General Partner

RE: Assm't Nos. 3790, 3789, 3796, 3797

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LEGEND

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

EXHIBIT C
SCHEMATIC DEVELOPMENT PLAN
LAND USE PLAN
 EXHIBIT "A-1"

SOUTHEAST ROSEVILLE SPECIFIC PLAN

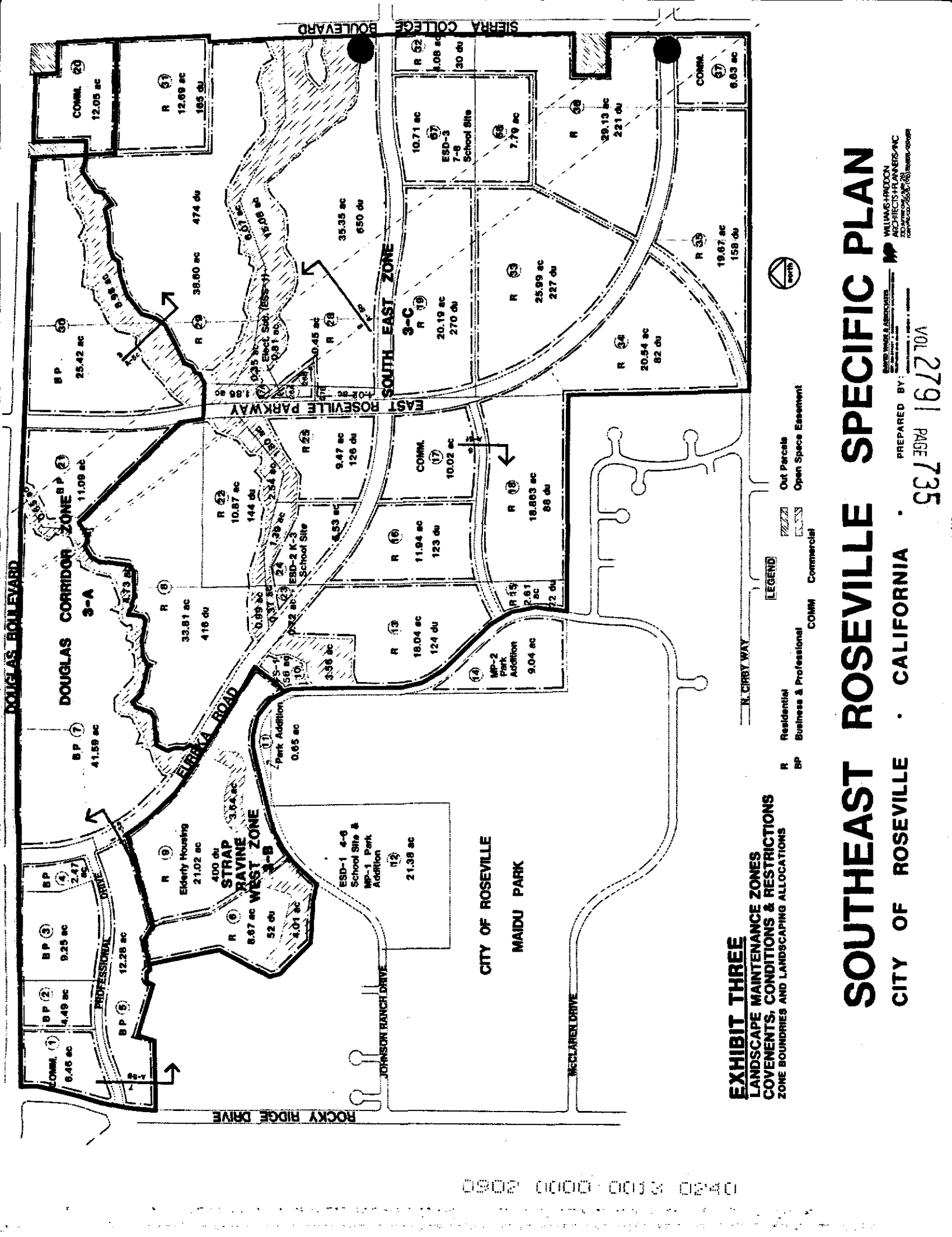
CITY OF ROSEVILLE • CALIFORNIA

PAUL MARK & ASSOCIATES
 ARCHITECTS-PLANNERS-INC
 7001 WILSON AVENUE, SUITE 200
 ROCKLEDGE, CALIFORNIA 95968
 TEL: (916) 486-8800 FAX: (916) 486-8801

PREPARED BY:

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EXHIBIT 2



SOUTHEAST ROSEVILLE SPECIFIC PLAN

CITY OF ROSEVILLE · CALIFORNIA

PREPARED BY: **DAVID WARD & ASSOCIATES**
 WILLIAM HUDSON ARCHITECTS-PLANNERS-INC.
 2000 W. 12th St., Roseville, CA 95678
 (916) 782-1100

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EXHIBIT THREE
 LANDSCAPE MAINTENANCE ZONES
 COVENANTS, CONDITIONS & RESTRICTIONS
 ZONE BOUNDARIES AND LANDSCAPING ALLOCATIONS



LEGEND

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

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LANDSCAPE DESIGN GUIDELINES
SOUTHEAST ROSEVILLE SPECIFIC PLAN

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ROSEVILLE (CLIMATE ZONE 9*)

POSSIBLE ADDITIONS

RECOMMENDED TREES FOR SUBDIVISIONS AND ROADSIDE LANDSCAPED AREAS: ALSO RECOMMENDED FOR COMMERCIAL AREAS.

SHRUBS

(Some Examples):

Ceanothus spp. (some CN); Aesculus California (Calif. buckeye) (CN); Callistemon (bottlebrush); Cercis spp. (redbud) (some CN); Baccharis pilularis (coyote bush) (CN); Rosa californica (Calif. wild rose) (CN); Arctostaphylos spp. (manzanita); Heteromeles arbutifolia (toyon) (CN); Camellia spp.

TREES:

Acer palmatum
 Acer saccharum
 Alnus rhombifolia
 Arbutus unedo
 Calocedrus decurrens
 Cedrus atlanticus
 Cedrus deodora
 Cercis occidentalis
 Cercis spp.
 Cornus florida
 Magnolia soulangeana
 Malus spp.
 Picea pungens 'glauca'
 Pinus attenuata
 P. bungeana
 P. nigra
 P. parviflora
 P. pinea
 P. sabiniana
 P. thunbergiana
 Prunus ilicifolia
 Prunus triloba
 Quercus chrysolepis
 Quercus douglasii
 Q. wislizenii
 Sequoia sempervirens
 Acer buergerianum
 Alnus cordata
 Betula verrucosa
 (B. alba or B. pendula)
 Celtis australis
 Celtis occidentalis
 Celtis sinensis
 Cinnamomum camphora
 Ceratonia siliqua
 Fraxinus holotricha
 Fraxinus holotricha 'Moraine'
 Geijera parviflora
 Ginkgo biloba
 Gleditsia triacanthos Moraine
 Koelreuteria paniculata
 Lagerstroemia indica

Japanese maple
 sugar maple
 Western alder (CN)
 strawberry tree
 incense cedar (CN)
 Mt. Atlas cedar
 deodor cedar
 western redbud (CN)
 redbud species
 flowering dogwood
 Chinese magnolia
 ornamental crabapple species
 Colorado blue spruce
 knobcone pine
 lacebark pine
 Australian black pine
 Japanese white pine
 Italian stone pine
 Digger pine (CN)
 Japanese black pine
 hollyleaf cherry (CN)
 flowering almond
 canyon live oak (CN)
 blue oak (CN)
 interior live oak (CN)
 coast redwood (CN)
 Trident maple
 Italian alder
 European white birch

European hackberry
 Common hackberry
 Chinese hackberry
 Camphor tree
 Carob tree
 Kimberly blue ask
 Moraine ash
 Australian willow
 Ginkgo
 Moraine locust
 Goldenrain tree
 Crape myrtle

(over)

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Laurus nobilis
Ligustrum japonicum
Ligustrum lucidum
Liquidambar styraciflua
Liriodendron tulipifera
Magnolia grandiflora

Maytenus boaria
Pinus halepensis
Pinus patula
Pistacia chinensis
Prunus serrulata amanogawa
Prunus blireiana
Prunus caroliniana
Prunus cerasifera atropurpurea
Prunus serrulata sekiyama
Prunus serrulata shirofugen
Pyrus calleryana 'Bradford'
Pyrus kawakami
Quercus agrifolia
Quercus coccinea
Quercus ilex
Quercus lobata
Quercus palustris
Quercus rubra
Quercus suber
Rhus lancea
Sophora japonica
Tilia americana
Tilia cordata
Ulmus parvifolia
Zelkova serrata

Grecian laurel
Privet
Glossy privet
Sweet gum
Tulip tree
Samuel Sommer variety
magnolia
Mayten tree
Aleppo pine
Jelcote pine
Chinese pistache
Japanese flowering cherry
Flowering plum
Carolina cherry laurel
Purple leaf plum
Japanese flowering cherry
Japanese flowering cherry
Bradford pear
Evergreen pear
Coast live oak
Scarlet oak
Holly oak
Valley oak
Eastern pin oak
Red oak
Cork oak
African sumac
Japanese pagoda tree
American linden
Little leaf linden
'Drake' evergreen elm
Japanese zelkova

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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.

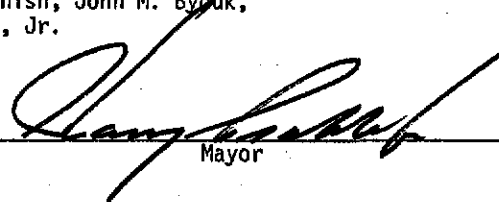
SECTION 3. That certain development agreement for property known as Central Land is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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. Byouk,
Martha Riley, Harry Crabb, Jr.
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: None


Mayor

ATTEST:


City Clerk