95-059585

Rec Fee

.00

Record and When Recorded Return Original To:

City Attorney's Office City of Roseville 316 Vernon Street Roseville, California 95678 Recorded |
Official Records |
County of |
Placer |
Jim McCauley |
Recorder |
10:37am 7-Nov-95 |

SO 31

Exempt from recording fees pursuant to Government Code 27383

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

> October 1995 (Parcel 34C Lot Line Adjustment)

THIS SECOND AMENDMENT to the Development Agreement relative to the development known as Regional 65 Centre is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City") and Roseville Properties Investment Partners Ltd., a Texas limited partnership ("RPIP"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. RPIP and City entered into a Development Agreement regarding certain property known as Regional 65 Centre (the "Development Agreement"), which was approved by the City Council of City on September 5, 1990 and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.

B. On October 20, 1995, City and RPIP, by Ordinance No. 2917, entered into the First Amendment of the Development Agreement (the "First Amendment"). This First Amendment was recorded on November ____, 1995, in the Official Records of Placer County as Instrument No. 95-____.

FILED

JAN OPFORMS
CITY OF BOSEVILLE

7500 0000 0027

09-01-95

CF: 0401-03-09 NCRSP 1

- C. On August 24, 1995, the Planning Commission of City approved a Lot Line Adjustment (LLA 95-4) between North Central Roseville Specific Plan Parcels 34C and 101, resulting in an even transfer of 2.5 acres between these two parcels.
- D. On September 13, 1995, the City Council of City approved an amendment to the North Central Roseville Specific Plan ("NCRSP") to revise the NCRSP Land Use Map to reflect the modified parcel boundaries and, in accordance with CEQA (Section 21,000 et seq. of the Public Resources Code), ratified the Negative Declaration with respect to any environmental impacts related thereto.
- E. NCRSP Parcel 34C is encumbered by and subject to the Development Agreement, as amended.
- F. City and RPIP wish to further amend the Development Agreement to modify the legal description of NCRSP Parcel 34C to reflect the Lot Line Adjustment approved by the Planning Commission on August 24, 1995, and to conform the Schematic Development Plan Land Use Map (Exhibit B to the Development Agreement) to the NCRSP's Land Use Map as amended by the City Council on September 13, 1995.
- G. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.
- H. The property subject to this Amendment, NCRSP Parcel 34C, is described in Exhibit A-1, page 23 (Amended 10/95) and shown on Exhibit A-2, page 23 (Amended 10/95), both attached hereto and incorporated herein by this reference. NCRSP Parcel 34C is owned by RPIP.

AGREEMENT

NOW, THEREFORE, City and RPIP agree as follows:

- 1. The prior Exhibit A-1, page 23 of 60, is superseded and is amended by substitution herewith and Exhibit A-1, page 23 of 60 (Amended 10/95), attached hereto, is substituted therefore.
- 2. The prior Exhibit A-2, page 23 of 60, is superseded and is amended by substitution herewith and Exhibit A-1, page 23 of 60 (Amended 10/95), attached hereto, is substituted therefore.
- 3. The prior Exhibit B is superseded and is amended by substitution herewith and Exhibit B (Amended 10/95), attached hereto, is substituted therefore.
 - 4. With respect to land subject to the Development Agreement which is not part of the

2

Property subject to this Amendment, the Development Agreement shall continue to apply (except to the extent that portions of such land have been terminated as provided in Section 1.B of such Agreement).

5. All provisions of the Development Agreement not otherwise inconsistent with this Amendment, are and shall remain in full force and effect. Such provisions are herewith reenacted, adopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Amendment and the readoption and ratification are consistent with the Roseville General Plan, and North Central Roseville Specific Plan as amended and the EIR certified by the City of Roseville on May 31, 1990.

Approved and adopted pursuant to Ordinance No. 2921, this 7th day of November, 1995.

RPIP:

By:

ROSEVILLE PROPERTIES

a Texas limited partnership

INVESTMENT PARTNERS LTD.,

By: RPIP OF ILLINOIS, an Illinois

corporation, its General Partner

CITY:

CITY OF ROSEVILLE, a municipal corporation

Allen E. Johnson
City Manager

APPROVED AS TO FORM:

Mark J. Doane City Attorney

ATTEST:

Carolyn Parkinson City Clerk

09-01-95

3

STATE OF CALIFORNIA)		
COUNTY OF PLACER	: ss.)		
personally known to me (or properson(s) whose names is/are sthat he/she/they executed the	oved on the basis of subscribed to the with same in his/her/their the instrument the pro-	satisfactory evidence) to be the thin instrument and acknowledged to me authorized capacity(ies), and that	- e
WITNESS my hand and official s	eal.		
Caro for farkenso			
Notary Public in and for sai	d State	CAROLYN PARKINSON Commission #1061031 Notary Public — California Placer County My Comm. Expires Oct 8, 1999	-
THIS CERTIFICATE MUST BE ATTAC	HED TO THE DOCUMENT I	DESCRIBED AS FOLLOWS:	
Title or Type of Document Ame			
Date of Document			

State of <u>TI//NO/5</u> County of <u>COOK</u>	- }	OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER
On <u>9-5-95</u> before me, <u>B</u>	CLAGET M. MORAN LAME, TYPE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC"	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document. INDIVIDUAL
personally appeared	LIEBERMAN)	CORPORATE OFFICER(S)
personally known to me - OR - 🔲 prov	MAME(S) OF SIGNER(S) Ved to me on the basis of satisfactory evidence	TITLE(S)
	to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	PARTNER(S) LIMITED GENERAL GENERAL THUSTEE(S) GUARDIAN/CONSERVATOR OTHER:
OFFICIAL SEAL BRIDGET M MORAN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT 23,1996	WITNESS my hand and official seal. Budgeb M. Moran SIGNATURE OF NOTARY	SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)
THIS CERTIFICATE MUST BE ATTACHED TO THE OCCUMENT DESCRIBED AT RIGHT:	TITLE OR TYPE OF DOCUMENT	
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.	NUMBER OF PAGES DATE OF DOCUM SIGNER(S) OTHER THAN NAMED ABOVE	ENT

\$1992 NATIONAL NOTARY ASSOCIATION + 8236 Reminer Ave. P.O. Fox 7184 + Capaca Park, CA. \$1995 Figure

State of <u>California</u>	—) 	OPTIONAL SECTION
County of <u>Placer</u>	_ }	CAPACITY CLAIMED BY SIGNER
DATE SCIOIC IIIC,	raine Lew, Notary Public	Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document. INDIVIDUAL
ersonally appeared	rtle*	CORPORATE OFFICER(S)
LORRAINE LEW Comm. #1062322 NOTARY PUBLIC - CALIFORNIA O SACRAMENTO COMMY Comm. Exp. July 5, 1999	ved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.	TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	TITLE OR TYPE OF DOCUMENT	
hough the data requested here is not required by law, could prevent fraudulent reattachment of this form.	NUMBER OF PAGES DATE OF DOCUM SIGNER(S) OTHER THAN NAMED ABOVE	ENT

31992 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 31309-7184

EXHIBIT A - 1

PROPERTY DESCRIPTION (Amended 10/95)

23 of 60

EXHIBIT A - 1 LEGAL DESCRIPTION Parcel 34A

All that certain real property situate, lying and being within the City of Roseville, County of Placer, State of Califorina, described as follows:

Parcel 34A of Parcel Map No. 94-7 as shown and so designated on that certain Parcel Map entitled "6750 Stanford Ranch Road, Being Lot 34 of Regional 65 Centre filed in Book "R" of Maps, at page 24" filed June 13, 1995 in Book 28 of Parcel Maps, at page 67, Official Records.

EXHIBIT A-1 23a 0f 60 (Amended 10/95)

blc95095

EXHIBIT A - 1 LEGAL DESCRIPTION Parcel 34B

All that certain real property situate, lying and being within the City of Roseville, County of Placer, State of Califorina, described as follows:

Parcel 34B of Parcel Map No. 94-7 as shown and so designated on that certain Parcel Map entitled "6750 Stanford Ranch Road, Being Lot 34 of Regional 65 Centre filed in Book "R" of Maps, at page 24" filed June 13, 1995 in Book 28 of Parcel Maps, at page 67, Official Records.

EXHIBIT A-1 23b of 60 (Amended 10/95)

blc95095

EXHIBIT A-1

DESCRIPTION PARCEL 34C (AFTER LOT LINE ADJUSTMENT)

All that certain real property situate in the Scutheast One-Quarter (1/4) of Section 23, and the Northeast One-Quarter (1/4) of Section 26, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, California and being a portion of Parcel 34C as said parcel is shown and so designated on that certain Parcel Map entitled "Parcel Map of 6750 Stanford Ranch Road" recorded in Book 28 of Parcel Maps, Page No. 67 of the Official Records of Placer County, and a portion of Lot 101 as said lot is shown and so designated on that certain Plat of "Regional 65 Centre" recorded in Book "R" of Maps, Map No. 24 of said Official Records, and being more particularly described as follows:

Beginning at the most southerly corner common to said Parcel 34C and Lot 101, being a point on the northerly Right-of-Way of State Highway 65; thence from said Point of Beginning, leaving said Right-of-Way, along the existing line between said Parcel 34C and Lot 101, North 40°22'31" East a distance of 747.54 feet; thence leaving said line, along the proposed line between said parcel and lot, the following five (5) courses and distances:

- 1. North 00°11'29" West, 482.22 feet;
- 2. North 89°48'31" East, 412.83 feet;
- 3. North 89°48'31" East, 437.42 feet;
- 4. North 00°11'29" West, 38.00 feet; and
- North 89°48'31" East, 230.63 feet to a point on the easterly line of said Parcel 34C also being the proposed westerly Right-of-Way of Stanford Ranch Road as shown and so designated on the aforementioned Plat;

thence along said proposed Right of Way of Stanford Ranch Road, the following five (5) courses and distances:

- 1. South 04°01'52" East, 65.22 feet;
- 2. South 00°11'29" East, 40.95 feet;
- 3. South 09°16'15" West, 54.73 feet;
- 4. South 00°11'29" East, 437.10 feet; and
- 5. South 04°39'31" East, 64.19 feet;

EXHIBIT A-1 23c of 60 (Amendercotp/d50co co27 co21 thence leaving said proposed Right-of-Way. South 89°48'31" West a distance of 613.00 feet; thence South 00°11'29" East a distance of 422.00 feet; thence South 89°48'31" West a distance of 241.00 feet; thence South 00°11'29" East a distance of 431.32 feet to a point on a curve being situate on the aforementioned Right-of-Way of State Highway 65; thence along said Highway Right-of-Way, from a radial line which bears South 21°20'06" West, northwesterly 85.91 feet along the arc of a 500.00 foot radius non-tangent curve to the right through a central angle of 09°50'41" and being subtended by a chord which bears North 63°44'30" West for a distance of 85.81 feet; thence, North 58°49'13" West, 745.57 feet to the Point of Beginning and containing 26.908 acres of land, more or less.

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

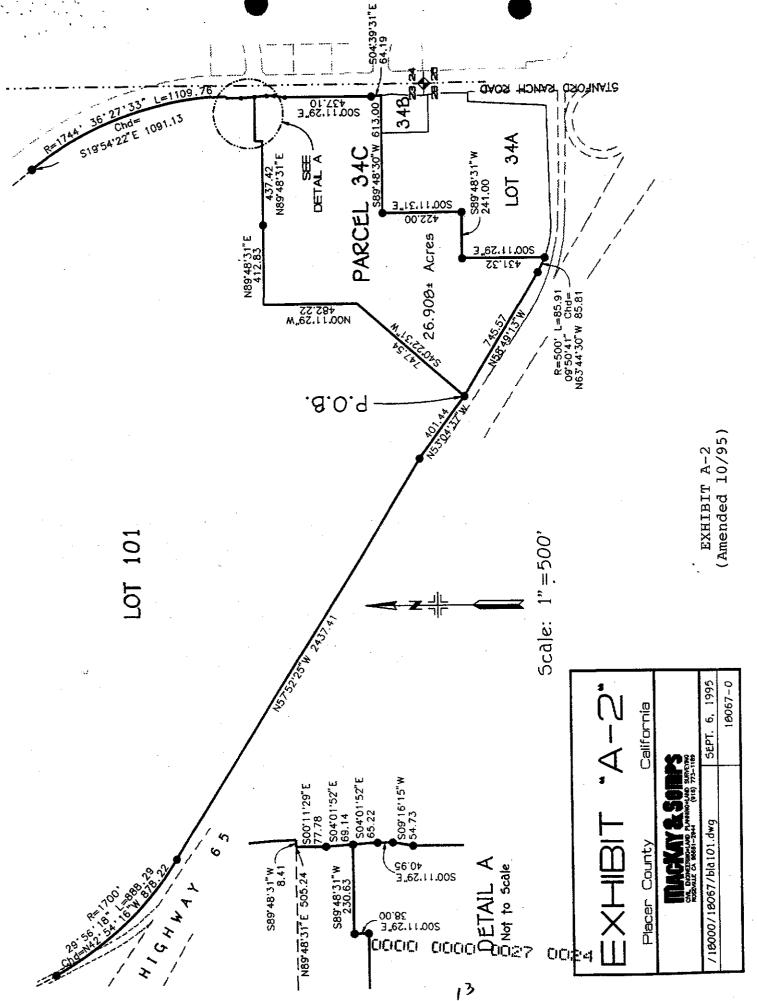
> EXHIBIT A-1 23d of 60 (Amended 10/95)

> > 0000 0000 0027 0022

EXHIBIT A - 2

PROPERTY MAP (Amended 10/95)

23 of 60



Page 23 of 60

EXHIBIT B

SCHEMATIC DEVELOPMENT PLAN LAND USE MAP (Amended 10/95)

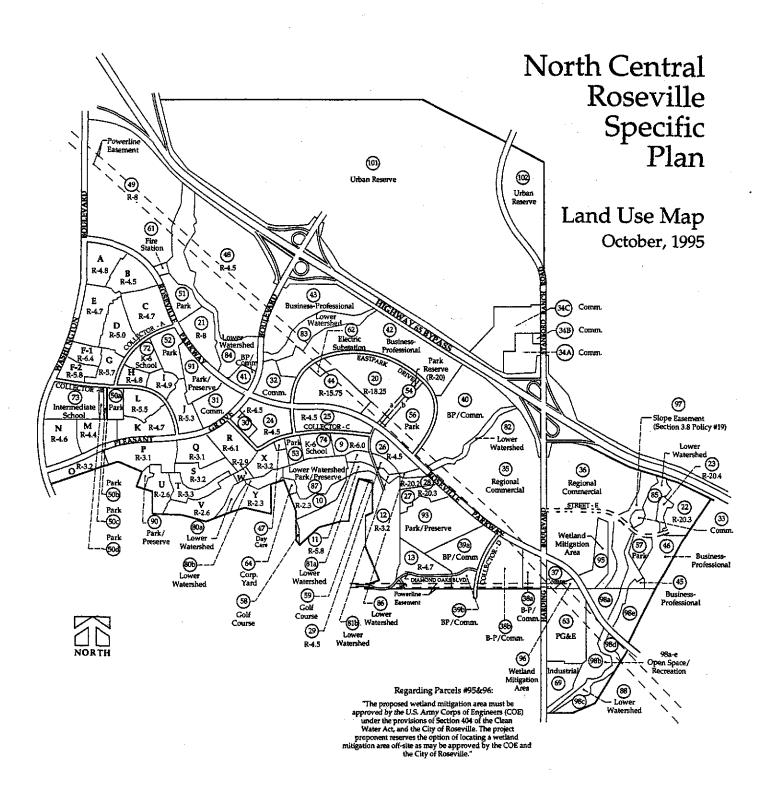


Exhibit B

Schematic Development Plan 10/95

0000 0000 0027 0026

ORDINANCE NO. 2921

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE NORTHCENTRAL ROSEVILLE SPECIFIC PLAN WITH ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS:

SECTION ONE. FINDINGS. The City Council of the City of Roseville has reviewed the findings of the Planning Commission regarding the Amendment to the Development Agreement for the Northcentral Roseville Specific Plan ("Development Agreement") with Roseville Properties Investment Partners Ltd., a Texas limited partnership ("RPIP"), on file in the City Clerks Department in conjunction with amending the land use map for a portion of Parcel 34C from Commercial to Urban Reserve and a portion of Parcel 101 from Urban Reserve to Commercial and makes the following findings:

- 1. The Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and any applicable Specific Plan;
- 2. The Amendment to the Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located as amended this date;
- 3. The Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use practice;
- 4. The Amendment to the Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
- 5. The Amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- 6. The development permitted by the Amendment to the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Amendment to the Development Agreement.

... dooo ooo ooo ooo

ORDINANCE NO. 2921

AN ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE NORTHCENTRAL ROSEVILLE SPECIFIC PLAN WITH ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS:

SECTION ONE. FINDINGS. The City Council of the City of Roseville has reviewed the findings of the Planning Commission regarding the Amendment to the Development Agreement for the Northcentral Roseville Specific Plan ("Development Agreement") with Roseville Properties Investment Partners Ltd., a Texas limited partnership ("RPIP"), on file in the City Clerks Department in conjunction with amending the land use map for a portion of Parcel 34C from Commercial to Urban Reserve and a portion of Parcel 101 from Urban Reserve to Commercial and makes the following findings:

- 1. The Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and any applicable Specific Plan;
- 2. The Amendment to the Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located as amended this date;
- 3. The Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use practice;
- 4. The Amendment to the Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
- 5. The Amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
- 6. The development permitted by the Amendment to the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Amendment to the Development Agreement.

can con ones ones

SECTION 2. The Amendment to the Development Agreement for the Northcentral Roseville Specific Plan, by and between RPIP, a Texas limited partnership, and the City of Roseville, as set forth on Exhibit "A" hereto is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 3. The City Clerk is directed to record the executed Amendment to Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 4. This ordinance shall be effective at the expiration of 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, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 4th day of October , 1995, by the following vote on roll call:

AYES COUNCILMEMBERS: Harry Crabb, Jr., Claudia Gamar, Randolph Graham, Pauline Roccucci, Mel Hamel

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS one

ATTEST:

The foregoing instrument is a correct copy of the

original on file in this office.

Record and When Recorded Return Original To:

City Attorney's Office City of Roseville 316 Vernon Street Roseville, California 95678

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

> > October 1995 (Parcel 34C Lot Line Adjustment)

THIS SECOND AMENDMENT to the Development Agreement relative to the development known as Regional 65 Centre is entered into on the date set forth below, by and between the City of Roseville, a municipal corporation ("City") and Roseville Properties Investment Partners Ltd., a Texas limited partnership ("RPIP"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. RPIP and City entered into a Development Agreement regarding certain property known as Regional 65 Centre (the "Development Agreement"), which was approved by the City Council of City on September 5, 1990 and which was recorded on October 16, 1990, in the Official Records of Placer County as Instrument No. 90-67309.
B. On October, 1995, City and RPIP, by Ordinance No, entered into the First Amendment of the Development Agreement (the "First Amendment"). This First Amendment was recorded on November, 1995, in the Official Records of Placer County as Instrument No. 95

09-01-95

1 0000 0000 0027 0029

- C. On August 24, 1995, the Planning Commission of City approved a Lot Line Adjustment (LLA 95-4) between North Central Roseville Specific Plan Parcels 34C and 101, resulting in an even transfer of 2.5 acres between these two parcels.
- D. On September 13, 1995, the City Council of City approved an amendment to the North Central Roseville Specific Plan ("NCRSP") to revise the NCRSP Land Use Map to reflect the modified parcel boundaries and, in accordance with CEQA (Section 21,000 et seq. of the Public Resources Code), ratified the Negative Declaration with respect to any environmental impacts related thereto.
- E. NCRSP Parcel 34C is encumbered by and subject to the Development Agreement, as amended.
- F. City and RPIP wish to further amend the Development Agreement to modify the legal description of NCRSP Parcel 34C to reflect the Lot Line Adjustment approved by the Planning Commission on August 24, 1995, and to conform the Schematic Development Plan Land Use Map (Exhibit B to the Development Agreement) to the NCRSP's Land Use Map as amended by the City Council on September 13, 1995.
- G. This Amendment is authorized by Section 1.E of the Development Agreement and Section 65868 of the Government Code of the State of California.
- H. The property subject to this Amendment, NCRSP Parcel 34C, is described in Exhibit A-1, page 23 (Amended 10/95) and shown on Exhibit A-2, page 23 (Amended 10/95), both attached hereto and incorporated herein by this reference. NCRSP Parcel 34C is owned by RPIP.

<u>AGREEMENT</u>

NOW, THEREFORE, City and RPIP agree as follows:

- 1. The prior Exhibit A-1, page 23 of 60, is superseded and is amended by substitution herewith and Exhibit A-1, page 23 of 60 (Amended 10/95), attached hereto, is substituted therefore.
- 2. The prior Exhibit A-2, page 23 of 60, is superseded and is amended by substitution herewith and Exhibit A-1, page 23 of 60 (Amended 10/95), attached hereto, is substituted therefore.
- 3. The prior Exhibit B is superseded and is amended by substitution herewith and Exhibit B (Amended 10/95), attached hereto, is substituted therefore.
 - 4. With respect to land subject to the Development Agreement which is not part of the

09-01-95

2

Property subject to this Amendment, the Development Agreement shall continue to apply (except to the extent that portions of such land have been terminated as provided in Section 1.B of such Agreement).

5. All provisions of the Development Agreement not otherwise inconsistent with this Amendment, are and shall remain in full force and effect. Such provisions are herewith reenacted, adopted, and approved and ratified herewith as if fully set forth herein. Adoption of this Amendment and the readoption and ratification are consistent with the Roseville General Plan, and North Central Roseville Specific Plan as amended and the EIR certified by the City of Roseville on May 31, 1990.

or Roseville on May 31, 1990.	and the certified by the City
Approved and adopted pursi	uant to Ordinance No, this day of October,
CITY:	RPIP:
CITY OF ROSEVILLE, a municipal corporation	ROSEVILLE PROPERTIES INVESTMENT PARTNERS LTD., a Texas limited partnership
Allen E. Johnson City Manager	By: RPIP OF ILLINOIS, an Illinois corporation, its General Partner By: (A) Lieberman Its: Series ()
APPROVED AS TO FORM: Mark J. Doane	Its: Vice Presion
City Attorney	
ATTEST:	
Carolyn Parkinson City Clerk	·

09-01-95

3 0000 0000 0027 0031

County of $\frac{CCCK}{COR}$ On $\frac{9-5-95}{COR}$ before me, $\frac{B_{1}}{COR}$	AME TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC"	CAPACITY CLAIMED BY SIGNER Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document. INDIVIDUAL
personally appeared	NAMEST OF SIGNERIST red to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and ac- knowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	CORPORATE OFFICER(S) TITLES PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CCNSERVATOR CTHER:
OFFICIAL SEAL BRIDGET M MORAN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT 23,1996 THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: Though the data requested here is not required by taw, to could prevent fraudulent reattachment of this form.	WITNESS my hand and official seal. BUDGED M. MCCAN SIGNATURE OF NOTARY OPTIONAL SECTION TITLE CR TYPE OF DOCUMENT NUMBER OF PAGES DATE OF COCUM SIGNER(S) OTHER THAN NAMED ABOVE	SIGNER IS REPRESENTING: NAME OF PERSONS) OR ENTITY(IES)

21992 NATIONAL NOTARY ASSOCIATION • 9236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

State of California	(NOWLEDGMENT	
On 9/6/95 Lor On before me, Lor personally appeared *Stephen Thu	raine Lew, Notary Public	CAPACITY CLAIMED BY SIGNET Though straine does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document. INDIVIDUAL CORPORATE OFFICER(S) TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)
HIS CERTIFICATE MUST BE ATTACHED TO HE DOCUMENT DESCRIBED AT RIGHT:	OPTIONAL SECTION TITLE OR TYPE OF OCCUMENT	
hough the data requested here is not required by law.	NUMBER OF PAGES DATE OF COCUME SIGNER(S) OTHER THAN NAMED ABOVE	NT

⁻0000 0000 0027 0033

EXHIBIT A - 1

PROPERTY DESCRIPTION (Amended 10/95)

23 of 60

EXHIBIT A - 1 LEGAL DESCRIPTION Parcel 34A

All that certain real property situate, lying and being within the City of Roseville, County of Placer, State of Califorina, described as follows:

Parcel 34A of Parcel Map No. 94-7 as shown and so designated on that certain Parcel Map entitled "6750 Stanford Ranch Road, Being Lot 34 of Regional 65 Centre filed in Book "R" of Maps, at page 24" filed June 13, 1995 in Book 28 of Parcel Maps, at page 67, Official Records.

EXHIBIT A-1 23a 0f 60 (Amended 10/95)

:0000 0000 0027 0035

blc95095

24

EXHIBIT A - 1 LEGAL DESCRIPTION Parcel 34B

All that certain real property situate, lying and being within the City of Roseville, County of Placer, State of Califorina, described as follows:

Parcel 34B of Parcel Map No. 94-7 as shown and so designated on that certain Parcel Map entitled "6750 Stanford Ranch Road, Being Lot 34 of Regional 65 Centre filed in Book "R" of Maps, at page 24" filed June 13, 1995 in Book 28 of Parcel Maps, at page 67, Official Records.

EXHIBIT A-1 23b of 60 (Amended 10/95)

blc95095

EXHIBIT A-1

DESCRIPTION PARCEL 34C (AFTER LOT LINE ADJUSTMENT)

All that certain real property situate in the Southeast One-Quarter (1/4) of Section 23, and the Northeast One-Quarter (1/4) of Section 26, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, California and being a portion of Parcel 34C as said parcel is shown and so designated on that certain Parcel Map entitled "Parcel Map of 6750 Stanford Ranch Road" recorded in Book 28 of Parcel Maps, Page No. 67 of the Official Records of Placer County, and a portion of Lot 101 as said lot is shown and so designated on that certain Plat of "Regional 65 Centre" recorded in Book "R" of Maps, Map No. 24 of said Official Records, and being more particularly described as follows:

Beginning at the most southerly corner common to said Parcel 34C and Lot 101, being a point on the northerly Right-of-Way of State Highway 65; thence from said Point of Beginning, leaving said Right-of-Way, along the existing line between said Parcel 34C and Lot 101, North 40°22'31" East a distance of 747.54 feet; thence leaving said line, along the proposed line between said parcel and lot, the following five (5) courses and distances:

- 1. North 00°11'29" West, 482.22 feet;
- 2. North 89°48'31" East, 412.83 feet;
- 3. North 89°48'31" East, 437.42 feet;
- 4. North 00°11'29" West, 38.00 feet; and
- 5. North 89°48'31" East, 230.63 feet to a point on the easterly line of said Parcel 34C also being the proposed westerly Right-of-Way of Stanford Ranch Road as shown and so designated on the aforementioned Plat;

thence along said proposed Right of Way of Stanford Ranch Road, the following five (5) courses and distances:

- 1. South 04°01'52" East, 65.22 feet:
- 2. South 00°11'29" East, 40.95 feet;
- 3. South 09°16'15" West, 54.73 feet;
- 4. South 00°11'29" East, 437.10 feet; and
- 5. South 04°39'31" East, 64.19 feet;

EXHIBIT A-1 2390086 60000 0027 0037 (Amended 10/95) thence leaving said proposed Right-of-Way, South 89°48'31" West a distance of 613.00 feet; thence South 00°11'29" East a distance of 422.00 feet; thence South 89°48'31" West a distance of 241.00 feet; thence South 00°11'29" East a distance of 431.32 feet to a point on a curve being situate on the aforementioned Right-of-Way of State Highway 65; thence along said Highway Right-of-Way, from a radial line which bears South 21°20'06" West, northwesterly 85.91 feet along the arc of a 500.00 foot radius non-tangent curve to the right through a central angle of 09°50'41" and being subtended by a chord which bears North 63°44'30" West for a distance of 85.81 feet; thence, North 58°49'13" West, 745.57 feet to the Point of Beginning and containing 26.908 acres of land, more or less.

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

EXHIBIT A-1 23d of 60 (Amended 10/95)

EXHIBIT A - 2

PROPERTY MAP (Amended 10/95)

23 of 60

0000 0000 0027 0033

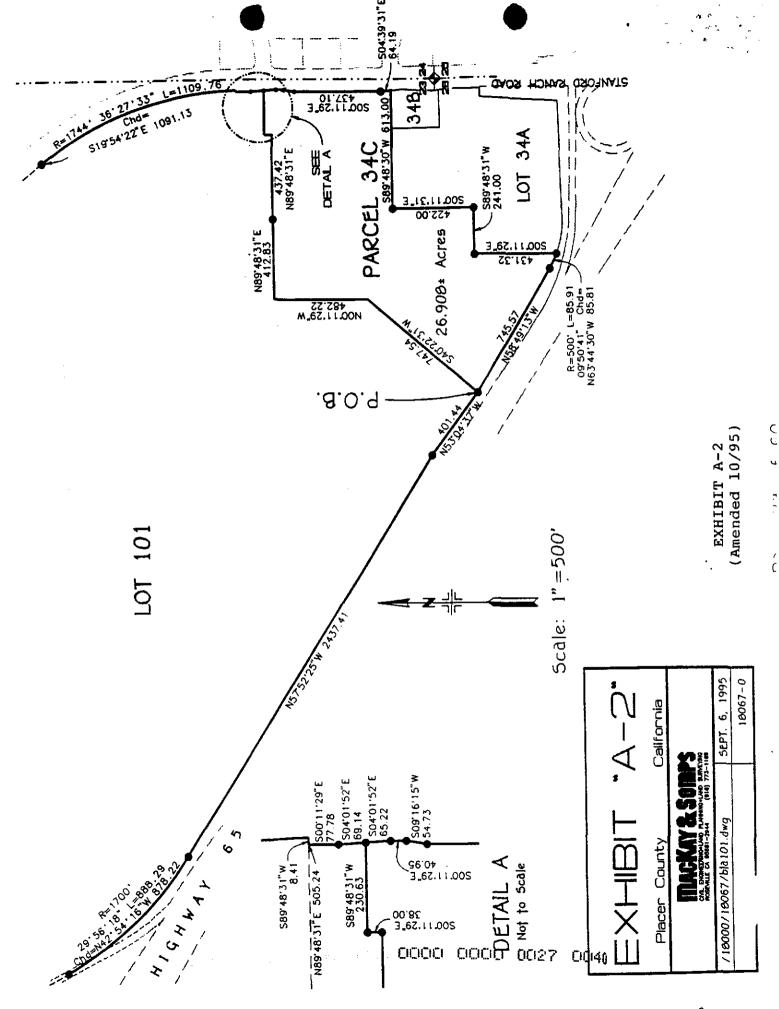


EXHIBIT B

SCHEMATIC DEVELOPMENT PLAN LAND USE MAP (Amended 10/95)

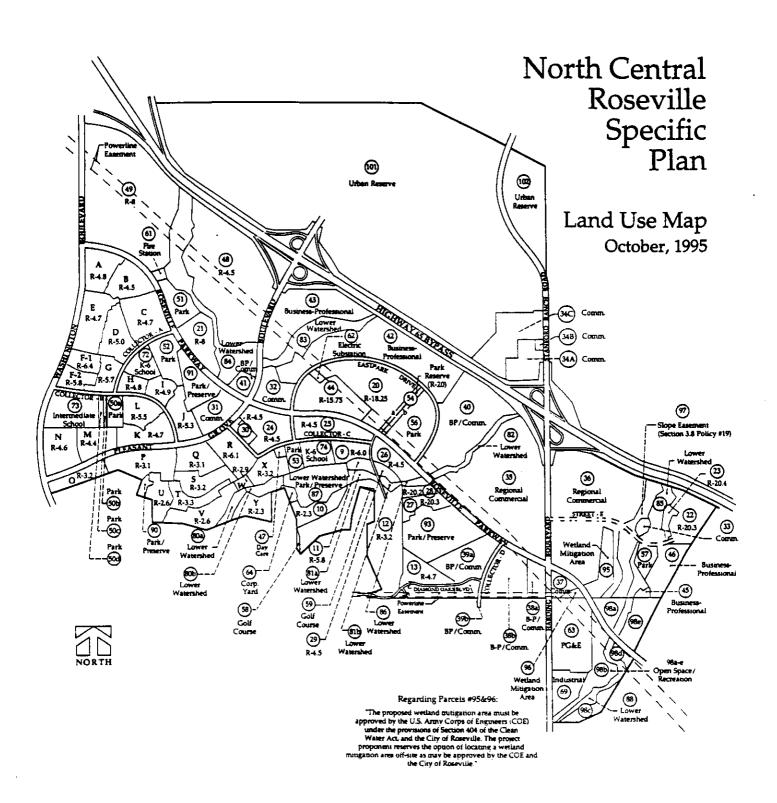


Exhibit B

Schematic Development Plan 10/95