

Exempt from recording  
fees pursuant to  
Government Code 27383

PLACER Co Recorder's Office  
JIM MCCAULEY, County Recorder

WHEN RECORDED RETURN TO:

**RECORDING REQUESTED BY:**  
CITY CLERK  
CITY OF ROSEVILLE  
311 VERNON STREET  
ROSEVILLE, CA 95678

DOC - 96-0073611-00  
Friday, DEC 13, 1996 14:24:12  
NOC \$0.00!!  
Tt1 Pd \$0.00 Nbr-0000033543  
smg/R1/1-22

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
(NWRSP - Elliott Homes - Silverado Oaks Units 8, 9 & 10 and Parcel 55)**

This Second Amendment to Development Agreement ("Amendment") is entered into this  
6th day of December, 1996, by and between ELLIOTT HOMES, INC., an Arizona  
corporation ("Landowner"), and THE CITY OF ROSEVILLE, a municipal corporation ("City"),  
pursuant to the authority of Sections 65864 through 65869.5 of the Government Code.

**FILED**

FEB 10 1997

RECITALS

CITY OF ROSEVILLE

1. Development Agreement. Landowner and City have previously entered into that  
certain "Development Agreement By and Between the City of Roseville and Elliott Homes, Inc.,  
Relative to the Northwest Roseville Specific Plan," dated October 6, 1989, and recorded  
October 11, 1989 in the Official Records of Placer County in Book 3732, Page 528, Series  
No. 56568, as amended between the parties by that certain First Amendment to Development  
Agreement (NWRSP - Elliott Homes), dated December 6, 1994 (the "First Amendment"), and  
recorded December 8, 1994 in the Official Records of Placer County, Series No. 94-084519  
(collectively, the "Development Agreement"). The Development Agreement, as amended, addresses  
the terms and conditions for development of certain property described therein as the "subject  
property" and located within the Northwest Roseville Specific Plan. For the purposes of this  
Amendment, all capitalized terms not otherwise defined herein shall have the meanings ascribed  
to them in the Development Agreement.

2. Project Area. Landowner is seeking City approval of proposed land uses for the  
portion of the subject property identified as Parcels 55 ("New Commercial Parcel"), 64 ("Silverado  
Oaks Unit 10"), 67 and 68 ("Silverado Oaks Unit 9") and 69, 70 and 73A-3 ("Silverado Oaks Unit  
8") of the Specific Plan (collectively, the "Project Area"), consistent with the Roseville General Plan  
and the Northwest Roseville Specific Plan, inclusive of all amendments thereto. For purposes of  
this Amendment, the City approvals related to such development of the Project Area, as more

particularly described in Recital 5 below, are referred to collectively herein as the "Project Area Approvals."

3. Hearings. On August 8, 1996, the City Planning Commission considered the Project Area Approvals in duly noticed public hearings, which consideration included the proposed adoption of this Amendment.

4. Environmental Compliance. In reliance upon the EIRs for the NWRSP, the City General Plan and the Del Webb Project, and the Initial Study and Negative Declaration for Silverado Oaks 8, 9 and 10, on October 2, 1996, the City Council certified as adequate and complete the Negative Declaration for the Project Area Approvals, which Negative Declaration considered, among other things, the adoption and execution of this Amendment.

5. Entitlements. Following consideration and certification of the aforementioned Negative Declaration, the City Council approved the following Project Area Approvals to permit development of the Project Area as herein described.

a. General Plan Amendment, relating to the Project Area, as adopted by Resolution No. 96-361, dated October 2, 1996;

b. NWRSP Amendment, as adopted by Resolution No. 96-362, dated October 2, 1996;

c. The Rezoning of the Project Area of the NWRSP pursuant to Ordinance No. 3042, dated November 6, 1996; and

d. This Amendment to the Development Agreement pursuant to Ordinance No. 3043, dated November 6, 1996 (the "Amending Ordinance").

6. Project Area Units. The Project Area Approvals provide for the development of 206 single-family residential units within the Parcels comprising the Project Area. 129 of these units were originally approved for development within Parcels 69, 70 and 73A-3 (now described as Silverado Oaks Unit 8) and 77 of these units are being transferred from Parcel 55 to the Project Area. This transfer of units from Parcel 55 reduced the remaining residential allocation for such Parcel to 75 units and the rezoning thereof to commercial use has now created 75 unused units. These 75 unused units will be reserved by Landowner for future development within the Plan Area in accordance with the terms of the Development Agreement.

7. Satisfaction of Affordable Housing Obligations for the Project Area. As noted in the First Amendment, Landowner's development of Parcel 89 in accordance with the terms of that certain Affordable Housing Development Agreement for Heritage Apartments, has satisfied all affordable housing obligations under the Development Agreement, including those related to the units planned for development within Parcel 55. Therefore, based on such development of Parcel 89, no affordable housing obligations will be imposed upon the residential units to be built within the Project Area.

8. Park Mitigation. City has determined that, notwithstanding Landowner's commitment under the Development Agreement to support the Northwest Roseville Landscape and Lighting District to fund, in part, the construction of neighborhood parks for the NWRSP, a shortfall exists between such funding and the cost to construct such neighborhood parks. In consideration of the entitlements described in Paragraph 5 above, City desires that Landowner mitigate its fair share of such park funding shortfall with respect to the units that are the subject of such entitlements. Pursuant to the First Amendment, Landowner agreed to install a neighborhood park for the units approved for Silverado Oaks Unit 7 to mitigate the demand for neighborhood parks related thereto; because the units to be built within Silverado Oaks Unit 8 are all from Parcel 73A-3 of the original Silverado Oaks Unit 7 subdivision, the units therein shall be deemed to have satisfied their fair share of the park funding shortfall. With respect to the development of units within Silverado Oaks Units 9 and 10, to the extent such units do not otherwise share in the financing of neighborhood parks beyond their participation in the LLD, Landowner agrees to pay a park shortfall mitigation fee, in accordance with the provisions of this Amendment.

9. School Mitigation. The units to be transferred to and/or developed within the Project Area involve units either previously planned for development within the Dry Creek School District ("Dry Creek") or for which Landowner has agreed to provide additional school mitigation pursuant to the terms of that certain Supplemental Fee Mitigation Agreement described in the First Amendment. In consideration of the planned redistribution and transfer of the units from Parcel 73A-3, Landowner and Dry Creek have amended the Supplemental Fee Mitigation Agreement to extend its application to Parcels 69 and 70 to make the agreement applicable to all of Silverado Oaks Unit 8, as well as to continue its application to development of Silverado Oaks Unit 7, with appropriate modifications. Accordingly, no additional school mitigation, other than that already agreed to by Landowner in the amended Supplemental Fee Mitigation Agreement, will be required in connection with the development of the Project Area.

10. Improvements/Districts. No additional improvement obligations are anticipated or required in connection with the Project Area Approvals, other than those required by the

Development Agreement, including without limitation, the additional improvement obligations required by the First Amendment. Also, when the CFD was formed, the Project Area was included within the boundaries of such district and the Project Area will be obligated, in accordance with the terms of such financing district, to pay its share of the special taxes for the construction of the major improvements described in the Development Agreement. To the extent any portion of the Project Area is not included within the Northwest Roseville Landscape and Lighting District ("LLD"), such area will need to be annexed thereto prior to recordation of the first residential lot subdivision map for that portion of the Project.

11. General and Specific Plans. Development of the Project Area in accordance with the conditions of the Project Area Approvals, the mitigation measures, and the terms of the Development Agreement, as amended hereby, will provide for orderly growth and development of the Project Area in accordance with the policies set forth in the General Plan and the NWRSP.

12. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article V, Chapter 19.84 of Ordinance 3014, in connection with the adoption and execution of this Amendment.

13. Plan Consistency. Having duly examined and considered this Amendment and having held properly noticed public hearings hereon, the City finds and declares that this Amendment is consistent with the General Plan of the City of Roseville and with the NWRSP, as amended in connection herewith.

#### AMENDMENT

**NOW, THEREFORE,** the City and Landowner, in consideration of the above recitals and the promises and covenants set forth herein, hereby agree to amend the Development Agreement as follows:

1. Revised Exhibits. Tables A and A-1 to the Development Agreement, which summarize the land use entitlements, acreages and units granted for the parcels comprising the subject property, shall be deemed amended hereby for the Parcels comprising the Project Area in accordance with the changes for such Parcels reflected by the Project Area Approvals. Also, Exhibit "B," the Schematic Development Plan for the subject property, as revised by the First Amendment, shall be deemed revised and supplemented for the Parcels comprising the Project Area by the Supplemental Map of the Project Area attached hereto as "Exhibit B-1."

2. Revised Land Uses. Section 2(A) of the Development Agreement is amended in its entirety to read as follows:

"2(A). Permitted Uses. City is bound to the uses permitted in this Agreement only insofar as this Agreement so provides or as may otherwise be provided by the City's laws or ordinances, subject to the limitations of Section 3(F) hereof. City agrees that land use is granted and grants herewith to the subject property as follows: 32.3 acres, more or less, of Business Professional; 27.9 acres, more or less, of Commercial; 15.8 acres, more or less, of Commercial-Recreation; 562.7 acres, more or less, of Residential, providing a total of 2,690 dwelling units (with a mix of 2,287 units of low-density residential on 543.2 acres, more or less, 328 units of high-density residential on 19.5 acres, more or less, and 75 reserved residential units); 97.0 acres, more or less, of park and wetlands preserve; 11.6 acres, more or less, of interim park/urban reserve; and 64.6 acres, more or less, of school site reservations, all as more particularly shown in Exhibits "B" and "B-1."

3. Retention of Unused Units. Based on prior unit transfers and the transfer of residential units approved as part of the Project Approvals, the number of residential units originally approved and vested for development by Landowner under the Development Agreement exceeds the number of units developed and currently approved for development by Landowner within the Plan Area by 75 units. City hereby acknowledges that, pursuant to and in accordance with Section 2(B) of the Development Agreement, said 75 underutilized units shall be retained by Landowner for the purpose of potentially relocating and developing such unused units within the Northwest Roseville Specific Plan Area.

4. Park Requirements and Shortfall Mitigation. Except for the neighborhood park shortfall mitigation described below, no additional park dedication or improvement obligations shall be imposed by this Amendment, provided Landowner shall comply with all existing park requirements and fees imposed by the Development Agreement, as amended, including without limitation, the obligation to pay park fees pursuant to the provisions of Section 3(A)(2) of the Development Agreement, as amended.

With respect to development of units within Silverado Oaks Units 9 and 10, when Landowner applies for building permits for such dwelling units, Landowner shall pay a neighborhood park shortfall mitigation fee equal to \$578 per unit (the "Neighborhood Park Fee"). The amount of this Fee may be adjusted by the City from the date of this Amendment to the date of payment thereof by the percentage change in the Engineering News Record Construction Cost Index. Landowner shall receive a credit against such Fee for any alternative financing or

construction of neighborhood park improvements that may be provided by Landowner, subject to the approval of the City. City agrees that all Neighborhood Park Fees paid by Landowner shall be deposited into a segregated account and shall be used only for the construction or acquisition of neighborhood park improvements within the NWRSP.

5. School Mitigation. No additional school mitigation shall be required in connection with development of the Project Area, provided Landowner shall be obligated to comply with the requirements of the Supplemental Fee Mitigation Agreement entered into and amended by and between Dry Creek and Landowner, as and to the extent such Mitigation Agreement applies to the units within Silverado Oaks Unit 7 and Silverado Oaks Unit 8.

In consideration of such amendment to the Supplemental Fee Mitigation Agreement, the last paragraph of Section 3(A)(4) of the Development Agreement, which paragraph was added to the Development Agreement by the First Amendment, shall be revised to read as follows:

"Notwithstanding anything to the contrary above, Landowner agrees that in connection with the development of 485 of the residential units to be located within Parcels 69, 70, 73A-1, 73A-2 or 73A-3 (i.e., within Silverado Oaks Unit 7 or Silverado Oaks Unit 8), Landowner shall pay an additional mitigation fee, over and above the state authorized school fees described above, in accordance with the terms and provisions of that certain Supplemental Fee Mitigation Agreement entered into by and between Dry Creek and Landowner, dated October 6, 1994, as amended and restated by that certain Amended and Fully Restated Fee Mitigation Agreement entered into by and between Dry Creek and Landowner, dated September 25, 1996. As a condition to the issuance of building permits for residential units within Silverado Oaks Unit 7 or Silverado Oaks Unit 8, Landowner shall provide a certificate from Dry Creek that Landowner has complied with such agreement with respect to such units."

6. Additional/Modified Project Area Requirements. Except for the following modifications, the improvement requirements under the Development Agreement, as amended, shall apply to Landowner's development of the Project Area:

(a) Incorporation of Certain Requirements. The requirements under Section 3(a)(7)(i)(9) regarding Electrical Efficiency and Section 3(a)(7)(i)(12) regarding Annexation to LLD are hereby deemed extended to include and apply to all residential development within the Project Area described in this Amendment.

(b) Elimination of Commercial/Residential Requirements. Because the Project Area Approvals eliminate the location of commercial development next to residential development within Silverado Oaks Units 8, 9 and 10, any conditions requiring the construction of masonry walls between residential and commercial development, as applied to the Parcels comprising such subdivisions, shall be deemed deleted. Similarly, with the deletion of such commercial development for Parcel 69, Section 3(a)(7)(i)(11) regarding Minimum Commercial Rear-Yard Landscaping for Parcel 69 is no longer applicable and shall be deemed deleted.

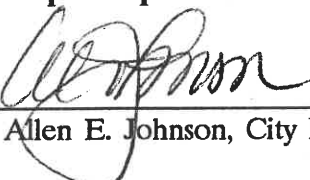
7. Full Force and Effect. Except as modified hereby, all remaining terms and conditions of the Development Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed in two (2) duplicated originals, each of which is deemed to be an original. This Amendment consists of seven (7) pages and one (1) exhibit which, taken together with the Development Agreement, constitute the entire understanding and agreement of the parties.

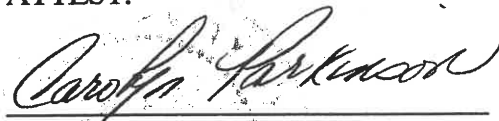
Approved this 6th day of November, 1996 by the City Council of the City of Roseville.

**CITY:**


**CITY OF ROSEVILLE, a  
municipal corporation**

By:   
Allen E. Johnson, City Manager

**ATTEST:**


  
Carolyn Parkinson, City Clerk

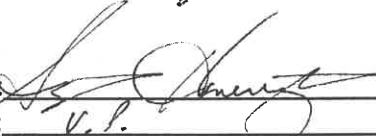
**APPROVED AS TO FORM:**

  
Mark Doane, City Attorney

**LANDOWNER:**

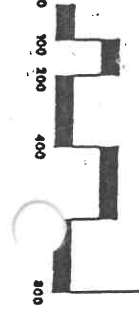
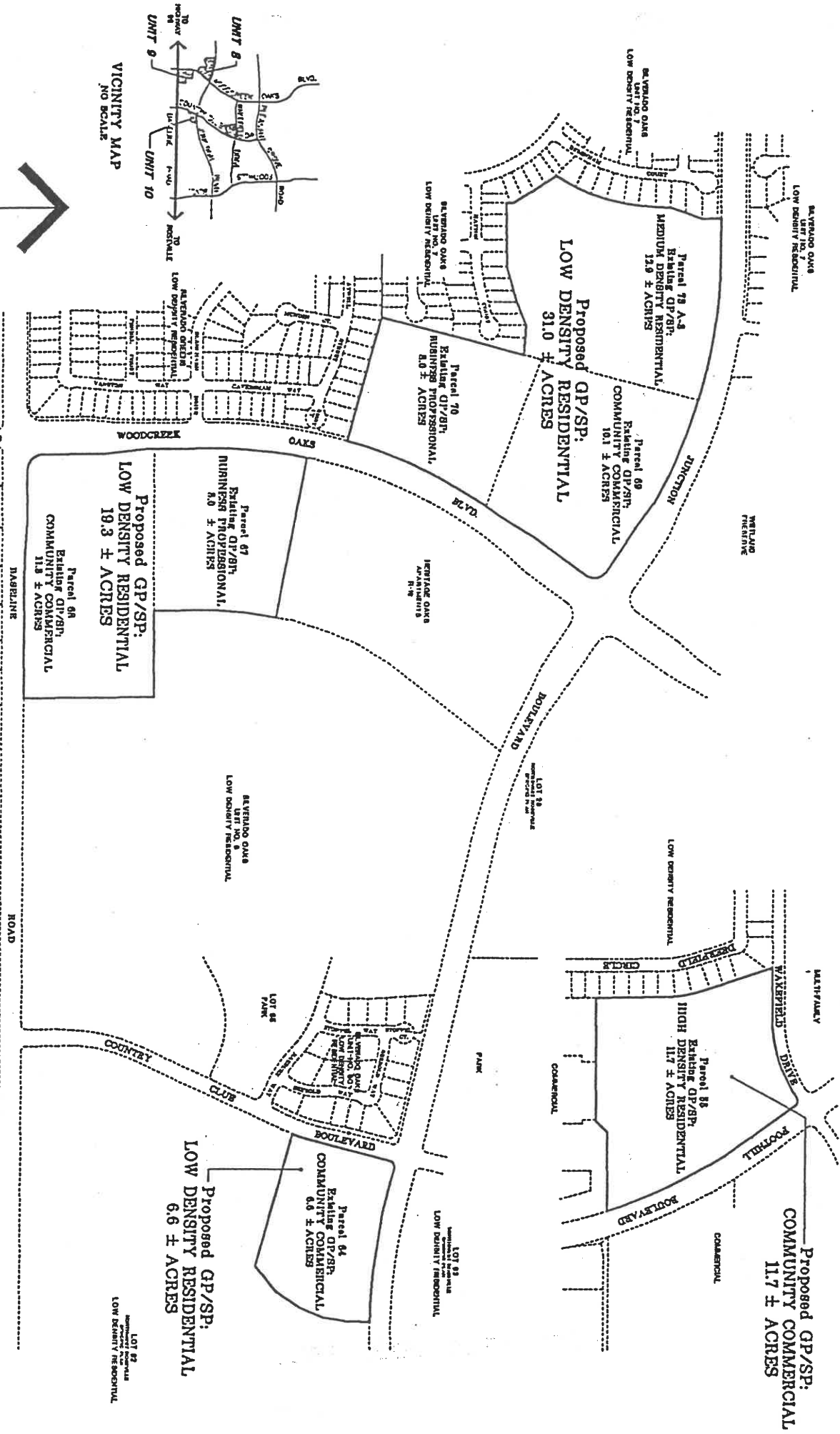
**ELLIOTT HOMES, INC., an Arizona  
corporation**

By:   
Its: PRESIDENT

By:   
Its: V.P.

# General Plan Amendment/Specific Plan Amendment SILVERADO OAKS UNIT NOS. 8, 9 & 10

City of Roseville, California



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SACRAMENTO

On OCTOBER 9, 1996 before me, SHERI HASSELL, NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared HARRY C. ELLIOTT, III,  
Name(s) of Signer(s)

personally known to me – **OR** –  proved 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.

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
(SILVERADO OAKS UNITS 8, 9 & 10 AND PARCEL 55)

Document Date: \_\_\_\_\_ Number of Pages: 7

Signer(s) Other Than Named Above: STEPHEN HEMINGTON

### Capacity(ies) Claimed by Signer(s)

Signer's Name: HARRY C. ELLIOTT, III

- Individual
- Corporate Officer  
Title(s): PRESIDENT
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:  
ELLIOTT HOMES, INC.  
AN ARIZONA CORPORATION

Signer's Name: STEPHEN HEMINGTON

- Individual
- Corporate Officer  
Title(s): VICE PRESIDENT
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:  
ELLIOTT HOMES, INC.  
AN ARIZONA CORPORATION

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of SACRAMENTO

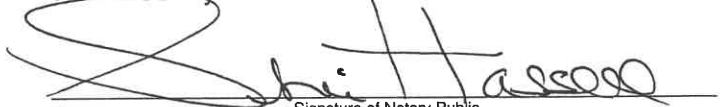
On OCTOBER 9, 1996 before me, SHERI HASSELL, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared STEPHEN HEMINGTON  
Name(s) of Signer(s)

personally known to me – OR –  proved 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.

  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
(SILVERADO OAKS UNITS 8, 9 & 10 AND PARCEL 55)

Document Date: \_\_\_\_\_ Number of Pages: 7

Signer(s) Other Than Named Above: HARRY C. ELLIOTT, III

### Capacity(ies) Claimed by Signer(s)

Signer's Name: STEPHEN HEMINGTON

- Individual
- Corporate Officer  
Title(s): VICE PRESIDENT
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:  
ELLIOTT HOMES, INC.  
AN ARIZONA CORPORATION

Signer's Name: HARRY C. ELLIOTT, III

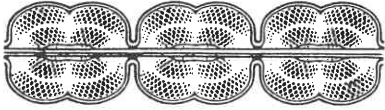
- Individual
- Corporate Officer  
Title(s): PRESIDENT
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

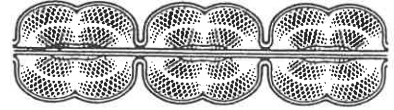
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Signer Is Representing:  
ELLIOTT HOMES, INC.  
AN ARIZONA CORPORATION

CALIFORNIA



ALL-PURPOSE



ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
COUNTY OF PLACER )

On Dec 10, 1996 before me, the undersigned, a Notary Public in and for said State, personally appeared, Allen E. Johnson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names 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.

Carolyn Parkinson  
Notary Public Signature



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document Second Amendment -

Develop. Agmt - Elliott Homes

Date of Document 12.6.96  
cp

ORDINANCE NO. 3043

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT WITH  
ELLIOTT HOMES, INC., AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article V, Chapter 19.84 of Title 19 of the Roseville Municipal Code (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 Second Amendment to Development Agreement with the Elliott Homes, Inc.

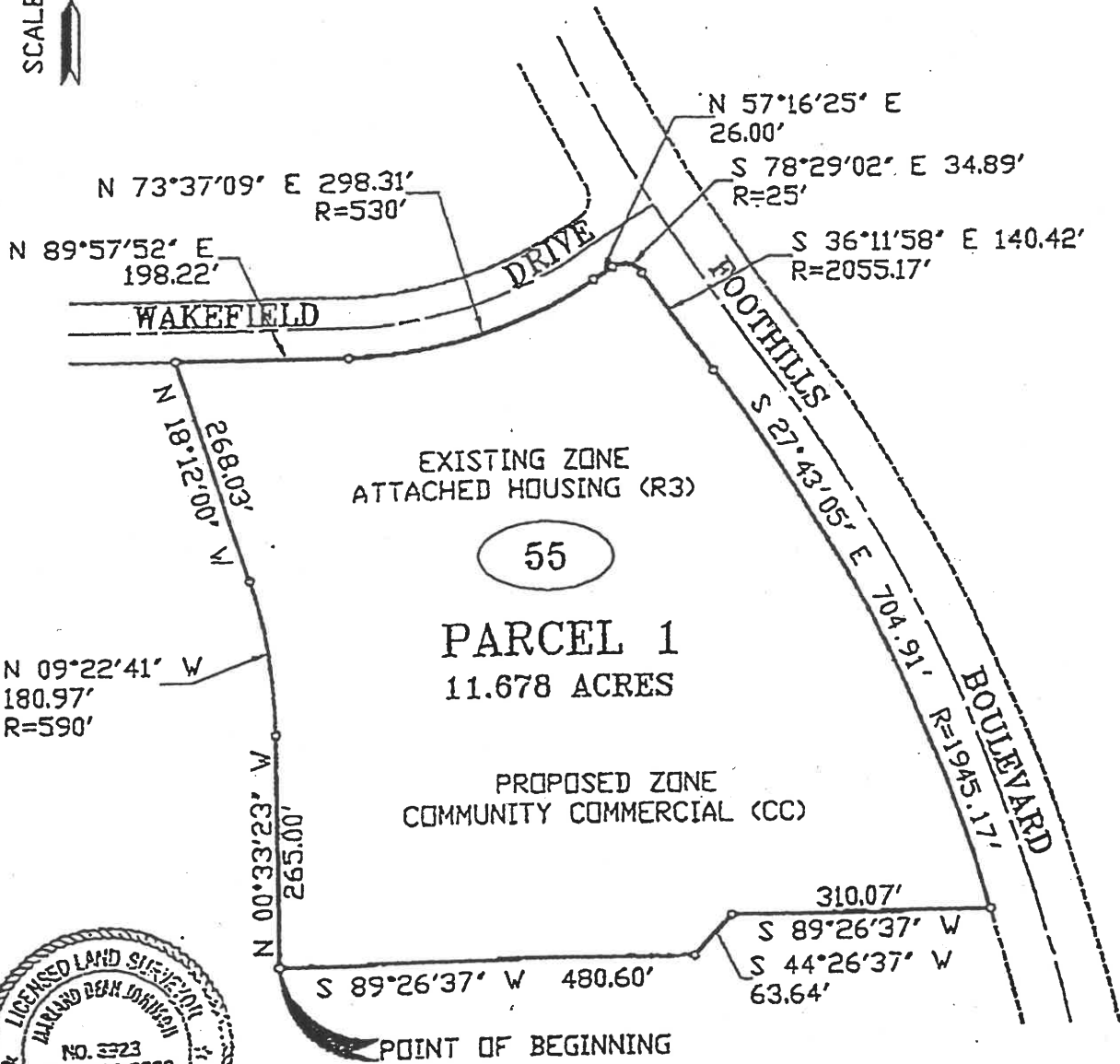
SECTION 2. Among other things, the Second Amendment to the Development Agreement changes the permitted land uses of Parcels 55, 64 (Silverado Oaks Unit 10), 67 and 68 (Silverado Oaks Unit 9) and 69, 70 and 73A-3 (Silverado Oaks Unit 8) as such Parcels are described more fully in the attached Exhibits "B-1" through "D", which Exhibits are incorporated in full herein by this reference.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement for Elliott Homes, Inc., and makes the following findings:

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



# EXHIBIT "A" PARCEL 55



K:\1992\920150\CAD\92150EX1.DWG 09-04-96 1:53 pm



**MORTON & PITALO, INC.**  
 CIVIL ENGINEERING • PLANNING • SURVEYING  
 788 TRIBUTE ROAD • SUITE 200 • SACRAMENTO, CA 95815  
 PHONE 916/927-2100 • FAX 916/567-0120

## N.W. ROSEVILLE SPECIFIC PLAN

PROJECT: PARCEL 1 ~ 23 PM 123

SHEET

JOB NO : 920150 DRAWN : K.E.T.

1

DATE : 9/96 CHECKED: M.D.J.

CLIENT : ELLIOTT HOMES

OF 1 SHTS

Handwritten notes: 0nd 304314



MORTON & PITALO, INC.  
Civil Engineering Planning Surveying  
1788 Tribute Road, Suite 200  
Sacramento, CA 95815  
916/927-2400  
Fax 916/567-0120

October 14, 1994  
92-0150

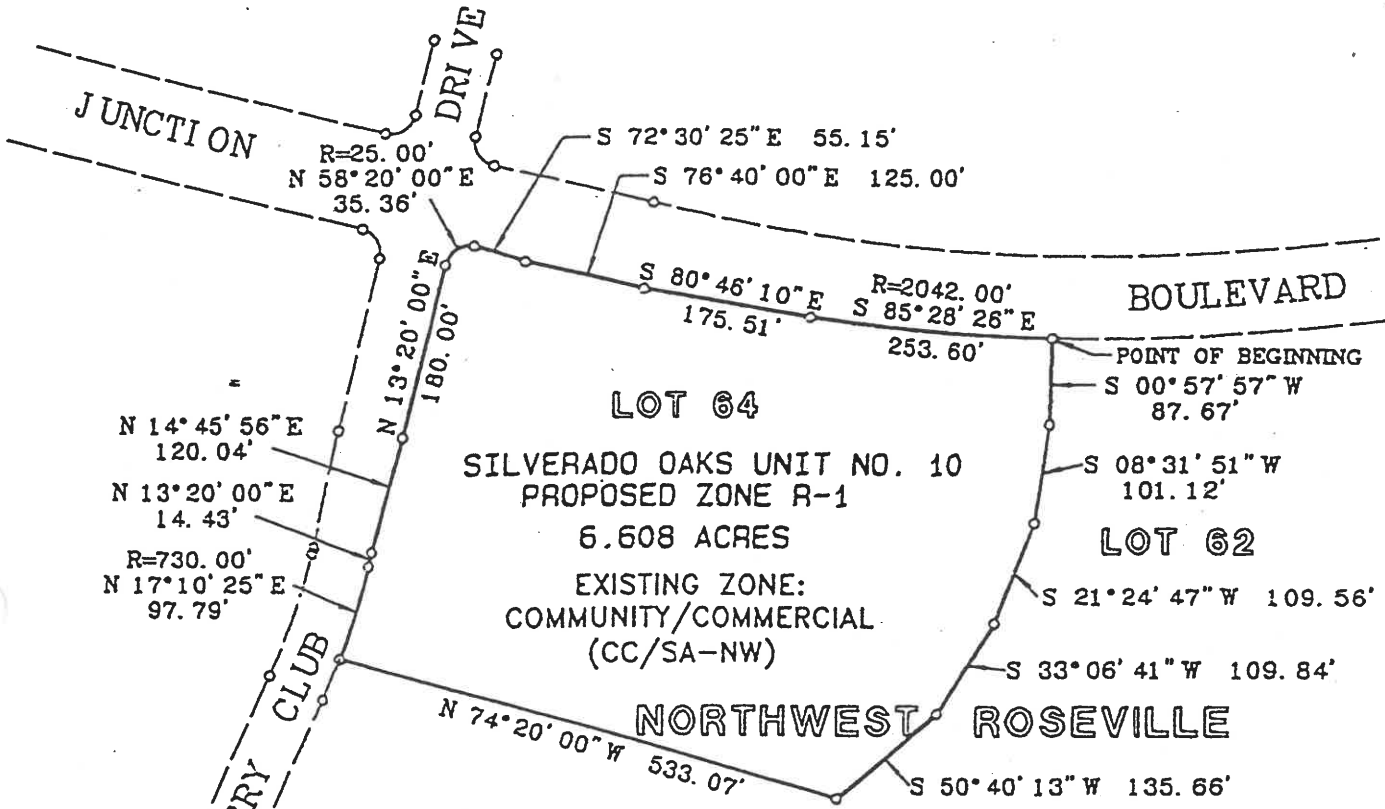
**DESCRIPTION**

**LOT 55 REZONE**

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

Lot 55 as said lot is shown and so designated on the plat of NORTHWEST ROSEVILLE SPECIFIC PLAN UNIT NO. 1 filed in Book Q of Maps, Page 54, Placer County Records.

EXHIBIT "B"  
PARCEL 64



LOT 64  
 SILVERADO OAKS UNIT NO. 10  
 PROPOSED ZONE R-1  
 6.608 ACRES  
 EXISTING ZONE:  
 COMMUNITY/COMMERCIAL  
 (CC/SA-NW)

LOT 62

SPECIFIC PLAN

UNIT NO. 1

Q B.M. 54



UNPUBLISHED WORK  
 1996  
 SPINK CORPORATION

2765-076/276576:153

TITLE: PARCEL 64  
 NORTHWEST ROSEVILLE SPECIFIC  
 PLAN UNIT NO. 1, Q B.M. 54

DATE: 9/96 JOB NO.: 2765-076  
 DRAWN BY: J.K. CHECKED BY: C.W.

REVISION

**The Spink Corporation**

2590 VENTURE OAKS WAY SACRAMENTO, CA 95833  
 PHONE: (916) 925-5550 FAX: (916) 925-9271

CLIENT: ELLIOTT HOMES

018  
374.7



**DESCRIPTION OF  
SILVERADO OAKS UNIT NO. 10  
PROPOSED ZONE R-1**

Lot 64, as said lot is shown on "Northwest Roseville Specific Plan Unit No. 1", the official plat of which is filed in the office of the Recorder of Placer County in Book Q of Maps, at Page 54, described as follows:

Beginning at the Northeast corner of said Lot 64, thence from said point of beginning, along the boundary of said Lot 64, the following fifteen (15) courses: (1) South 00°57'57" West 87.67 feet, (2) South 08°31'51" West 101.12 feet, (3) South 21°24'47" West 109.56 feet, (4) South 33°06'41" West 109.84 feet, (5) South 50°40'13" West 135.66 feet, (6) North 74°20'00" West 533.07 feet, (7) curving to the left on an arc of 730.00 feet radius, from a radial bearing of South 68°59'09" East, said arc being subtended by a chord bearing North 17°10'25" East 97.79 feet, (8) North 13°20'00" East 14.43 feet, (9) North 14°45'56" East 120.04 feet, (10) North 13°20'00" East 180.00 feet; (11) curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing North 58°20'00" East 35.36 feet, (12) South 72°30'25" East 55.15 feet, (13) South 76°40'00" East 125.00 feet, (14) South 80°46'10" East 175.51 feet and (15) curving to the left on an arc of 2042.00 feet radius, from a radial bearing of South 08°05'11" West, said arc being subtended by a chord bearing South 85°28'26" East 253.60 feet to the point of beginning; containing 6.608 acres, more or less.

018304

EXHIBIT "C"  
NEW PARCEL 67

LOT 89

NORTHWEST ROSEVILLE

LOT 67

SPECIFIC

EXISTING ZONE:  
BUSINESS PROFESSIONAL  
(BP/SA-NW)

UNIT

S 09°19'10" W  
118.58'

S 04°41'09" W  
122.41'

PLAN

LOT 66

NO. 1

N 89°30'03" E

337.55'

Q B.M. 54

LOT 68

SILVERADO OAKS UNIT NO. 9

PROPOSED ZONE R-1

19.261 ACRES

EXISTING ZONE:  
COMMUNITY COMMERCIAL  
(CC/SA-NW)

N 05°15'46" W  
180.62'

S 89°30'03" W  
200.00'

N 89°04'02" W  
120.04'

120.27'

N 86°41'06" W

S 89°30'03" W 450.00'

ROAD

BASELINE

BOULEVARD

OAKS

WOODCREEK

N 05°14'24" E 390.00'  
R=1950.00'

N 00°29'57" W  
222.22'

POINT OF BEGINNING  
27.00'

N 00°29'57" W  
240.00'

R=62.00'  
N 45°29'57" W  
87.68'



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2765-076/276576:152

FILE: PARCELS 67 AND 68  
NORTHWEST ROSEVILLE SPECIFIC  
PLAN UNIT NO. 1, Q B.M. 54

DATE: 9/96

JOB NO.: 2765-076

DRAWN BY: J.K.

CHECKED BY: C.W.

REVISION

**The Spink Corporation**

2590 VENTURE OAKS WAY SACRAMENTO, CA 95833  
PHONE: (916)925-5550 FAX: (916)921-9274

CLIENT: ELLIOTT HOMES

SCALE: 1"=200' CODE: V-6

DR. NO.: H-7716

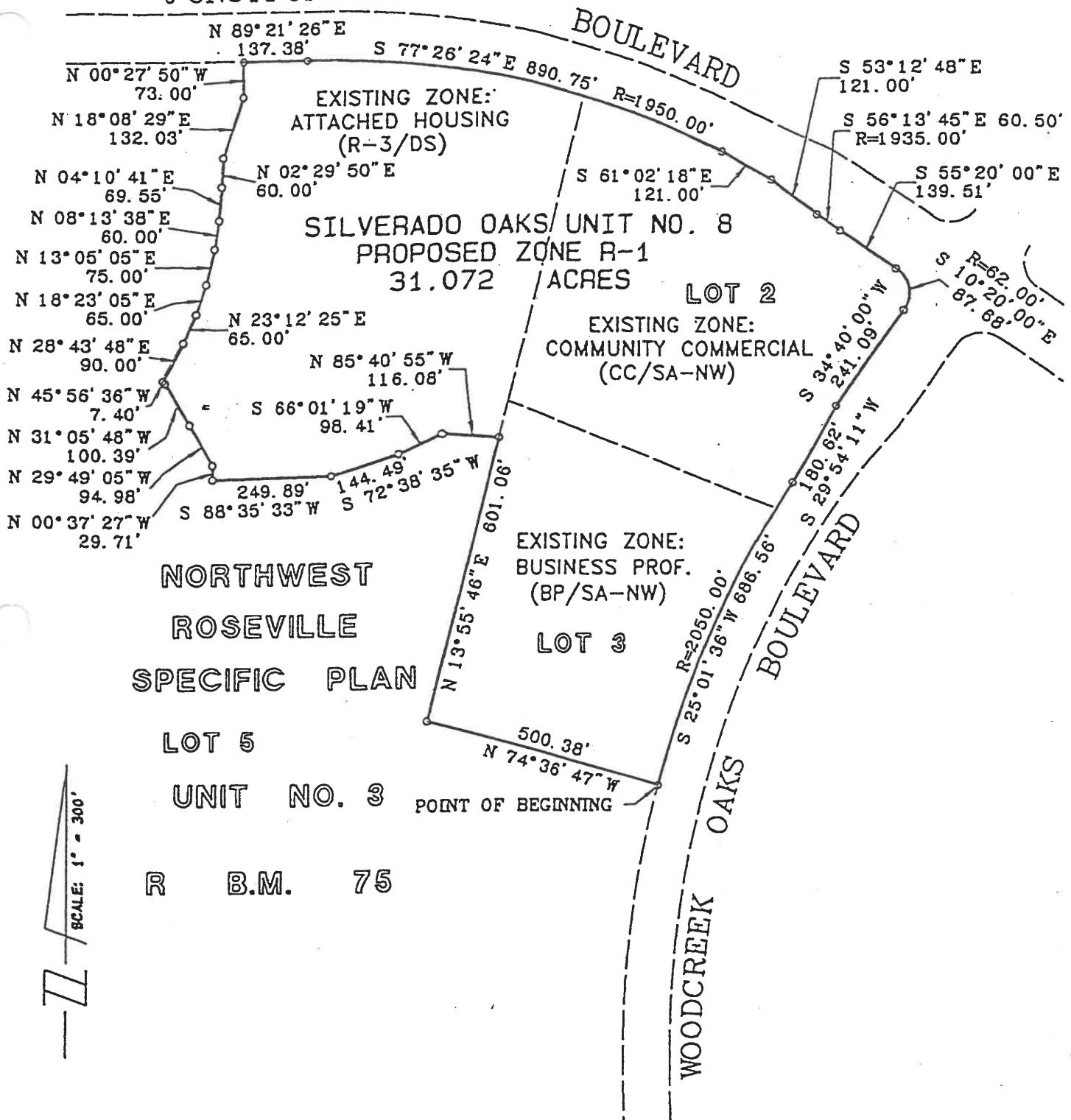
**DESCRIPTION OF  
SILVERADO OAKS UNIT NO. 9  
PROPOSED ZONE R-1**

Lots 67 and 68, as shown on "Northwest Roseville Specific Plan Unit No. 1", the official plat of which is filed in the office of the Recorder of Placer County in Book Q of Maps, at Page 54, described as follows:

Beginning at the Southwest corner of said Lot 67, thence from said point of beginning, along the boundary of said Lot 67, the following six (6) courses: (1) North 00°29'57" West 222.22 feet, (2) curving to the right on an arc of 1950.00 feet radius, said arc being subtended by a chord bearing North 05°14'24" East 390.00 feet, (3) South 79°01'15" East 634.42 feet, (4) South 09°19'10" West 118.58 feet, (5) South 04°41'09" West 122.41 feet and (6) South 00°29'57" East 245.26 feet to the Northerly boundary of said Lot 68; thence along the boundary of said Lot 68 the following ten (10) courses: (1) North 89°30'03" East 337.55 feet, (2) South 00°29'57" East 520.00 feet, (3) South 89°30'03" West 450.00 feet, (4) North 89°04'02" West 120.04 feet, (5) North 86°41'06" West 120.27 feet, (6) South 89°30'03" West 200.00 feet, (7) curving to the right on an arc of 62.00 feet radius, said arc being subtended by a chord bearing North 45°29'57" West 87.68 feet, (8) North 00°29'57" West 240.00 feet, (9) North 05°15'46" West 180.62 feet and (10) North 00°29'57" West 27.00 feet to the point of beginning; containing 19.261 acres, more or less.

EXHIBIT "D"  
NEW PARCEL 69

JUNCTION



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2765-076.276576:154

PARCEL 2 & 3, PORTION PARCEL 5  
NORTHWEST ROSEVILLE SPECIFIC  
PLAN UNIT NO. 3, R B.M. 75

DATE: 9/96 JOB NO.: 2765-076  
DRAWN BY: J.K. CHECKED BY: C.W.

REVISION

**The Spink Corporation**

2590 VENTURE OAKS WAY SACRAMENTO, CA 95833  
PHONE: (916)925-5550 FAX: (916)921-9274

CLIENT: ELLIOTT HOMES

SCALE: 1"=300' CODE: V-6 DR. NO.: H-7718

**DESCRIPTION OF  
SILVERADO OAKS UNIT NO. 8  
PROPOSED ZONE R-1**

Lots 2 and 3, and a portion of Lot 5, as said lots are shown on "Northwest Roseville Specific Plan Unit No. 3", the official plat of which is filed in the office of the Recorder of Placer County in Book R of Maps, at Page 75, described as follows:

Beginning at the Southeast corner of said Lot 3, thence from said point of beginning along the boundary of said Lot 3 the following two (2) courses: (1) North 74°36'47" West 500.38 feet and (2) North 13°55'46" East 601.06 feet; thence North 85°40'55" West 116.08 feet; thence South 66°01'19" West 98.41 feet; thence South 72°38'35" West 144.49 feet; thence South 88°35'33" West 249.89 feet; thence North 00°37'27" West 29.71 feet; thence North 29°49'05" West 94.98 feet; thence North 31°05'48" West 100.39 feet; thence North 45°56'36" West 7.40 feet; thence North 28°43'48" East 90.00 feet; thence North 23°12'25" East 65.00 feet; thence North 18°23'05" East 65.00 feet; thence North 13°05'05" East 75.00 feet; thence North 08°13'38" East 60.00 feet; thence North 04°10'41" East 69.55 feet; thence North 02°29'50" East 60.00 feet; thence North 18°08'29" East 132.03 feet; thence North 00°27'50" West 73.00 feet to the Northerly boundary of said Lot 5; thence, along the boundary of said Lots 5, 3, and 2, the following ten (10) courses: (1) North 89°21'26" East 137.38 feet, (2) curving to the right on an arc of 1950.00 feet radius, said arc being subtended by a chord bearing South 77°26'24" East 890.75 feet, (3) South 61°02'18" East 121.00 feet, (4) South 53°12'48" East 121.00 feet, (5) curving to the right on an arc of 1935.00 feet radius, from a radial bearing of North 32°52'30" East, said arc being subtended by a chord bearing South 56°13'45" East 60.50 feet, (6) South 55°20'00" East 139.51 feet, (7) curving to the right on an arc of 62.00 feet radius, said arc being subtended by a chord bearing South 10°20'00" East 87.68 feet, (8) South 34°40'00" West 241.09 feet, (9) South 29°54'11" West 180.62 feet and (10) curving to the left on an arc of 2050.00 feet radius, from a radial bearing of North 55°20'00" West, said arc being subtended by a chord bearing South 25°01'36" West 686.56 feet to the point of beginning; containing 31.072 acres, more or less.

Ord 3043