

# PC Exhibit B

**RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:**

**CITY OF ROSEVILLE**

**When Recorded Mail to:**

**City Clerk**

**City of Roseville**

**311 Vernon Street**

**Roseville, CA 95678**

**Exempt from Recording Fees**

**Pursuant to Cal. Gov't Code § 27383**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**THIRD AMENDMENT OF DEVELOPMENT AGREEMENT  
SIERRA VISTA SPECIFIC PLAN PARCELS KT-41A AND KT-41B**

**THIRD AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC  
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This Third Amendment of Development Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF ROSEVILLE, a municipal corporation (“City”) and KV SIERRA VISTA, LLC, a California limited liability company (“KV Sierra Vista” or “Landowner”), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS:

A. Baseline P&R, LLC, a California limited liability company (“Baseline P&R”) and City entered into a Development Agreement (the “Development Agreement”) which was approved by the City Council of City on May 19, 2010 and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045892-00.

B. Baseline P&R and City entered into the Development Agreement relative to the development within a portion of the Sierra Vista Specific Plan (“Specific Plan” or “SVSP”), as is more precisely defined in Exhibits “A” and “B” of the Development Agreement (the “Property”). Except as otherwise defined herein, all capitalized terms used herein have the meanings ascribed thereto in the Development Agreement.

C. On June 24, 2015, Baseline P&R assigned its interested in the Development Agreement to KV Sierra Vista, pursuant to that certain Assignment and Assumption Agreement Relative to the Development Agreement recorded in the Official Records of Placer County, California on June 24, 2015, as Document No. 2015-0053572-00.

D. On April 6, 2022, Sierra Vista Communities, LLC, a California limited liability company and City entered into the First Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on May 18, 2022 as Document No. 2022-0042163-00.

E. On May 11, 2022, KV Sierra Vista and City entered into the Second Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County, California on June 23, 2022 as Document No. 2022-0051689-00.

F. This Third Amendment to the Development Agreement (the “Third Amendment”) affects certain portions of the Property known as SVSP Parcels KT-41A and KT-41B, as described in Exhibits “A” and “B” (“the Third Amendment Property”), attached to this Third Amendment and shall run with the land.

G. Concurrent with its consideration of this Third Amendment, the City is processing a Major Project Permit Stage 1 and Stage 2 approval for purposes of developing the Third Amendment Property.

H. This Third Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. TABLE OF CONTENTS. The following entries are added to the Table of Contents (pages ii and iii) in their entirety:

“2.9 Continuing Care Retirement Community”

”3.11.8 Electric Service for Parcels ESL Project”

b. NEW SECTION 2.9 Section 2.9 (Continuing Care Retirement Community) is added in its entirety to read:

“2.9 Continuing Care Retirement Community. Landowner intends to develop SVSP Parcels KT-41A and KT-41B with a continuing care retirement community (“CCRC”) consisting of approximately two million± square foot campus of multiple buildings with approximately 1,200 independent living units, 200 assisted living/memory care suites, 40 skilled nursing rooms, dining options, medical facilities, recreational amenities, administrative space, parking areas, and landscaping (“ESL Project”). A description of ESL Project operations is contained in Exhibit LL.

The ESL Project will be developed in multiple phases as summarized in Exhibit “MM”. A 5,175± square foot single-story marketing center will be constructed first (“Marketing Center”). The Marketing Center will be used as a business office for marketing activities. In a later phase of the ESL Project, the Marketing Center will be removed.

The CCRC independent living units and assisted living/memory care suites shall be licensed pursuant to California Health and Safety Code 1569 *et seq.*, as may be amended from time to time, as a Residential Care Facility for the Elderly and the skilled nursing facility shall be licensed pursuant to California Health and Safety Code 1250 *et seq.*, as may be amended from time to time.

2.9.1. Affordable Housing Contribution. Landowner shall pay to the City a contribution of \$1.50 per habitable square foot for the habitable portions of the independent living units (“AH Contribution”). The AH Contribution shall be paid to the City at building permit issuance for the independent living units in each building(s). No AH Contribution shall be due for the assisted living/memory care units, skilled nursing rooms, amenity food service, or administrative areas. The proceeds from the AH Contribution collected pursuant to this Section 2.9.1 shall be deposited in the City’s affordable housing trust fund and used solely to subsidize the production of new regulated affordable housing.”

- c. NEW SECTION 3.11.8. Section 3.11.8 (Electric Service for ESL Project) is added in its entirety to read:

“3.11.8. Electric Service for ESL Project. City estimates that the ESL Project buildout will demand approximately 19.3 megavolt amperes (“MVA”). Projected electric demands for buildout of the ESL Project exceed the electric demand planned for Parcels KT-41A and KT-41B in the SVSP. To the extent that the ESL Project design exceeds the 19.3 MVA electric demand estimate, Landowner shall fund City’s re-evaluation of the electric infrastructure necessary to provide electric service to the ESL Project, to the satisfaction of the Electric Utility Director.

The electric infrastructure required to serve the ESL Project buildout consists of seven segments shown and listed in Exhibit “NN” and Exhibit “OO”.

- None of the off-site infrastructure in Exhibits “NN” and “OO” shall be required for the issuance of the final certificate of occupancy for the ESL Project Phase 1 “Marketing Center” listed in Exhibit “MM” as long as the panel size does not exceed 600 amps at 480 volts.
- Segments 1 through 6 in Exhibits “NN” and “OO” are required to serve the ESL Project not later than issuance of the final certificate of occupancy for the first ESL Project building (shown in Exhibit “MM”), excluding the Marketing Center, up to an ESL Project cumulative electric panel size of 11,500 amps at 480 volts (“Trigger 1”). To the extent that segments 1 through 6 have not been constructed by Trigger 1, Landowner, at Landowner’s expense, shall construct segments 1 through 6.
- Segment 7 in Exhibits “NN” and “OO” is required to serve the ESL Project not later than the issuance of the final certificate of occupancy for the first building in the ESL Project that exceeds a cumulative electric panel size of 11,500 amps at 480 volts. (“Trigger 2”). To the extent that segment 7 has not been constructed by Trigger 2, Landowner, at Landowner’s expense, shall construct segment 7.
- If, at any time, ESL Project demand exceeds the cumulative electric panel size of 27,100 amps at 480 volts, re-evaluation of electric service will be required to serve the unbuilt portions of the ESL Project, at Landowner’s expense, to the satisfaction of the Electric Utility Director. Any additional upgrades identified shall be the responsibility of the Landowner.

Landowner’s construction of 12kV electric distribution facilities shall include boring, trenching, construction and installation of all underground conduits, concrete pads, pull boxes, junction boxes, switch vaults, capacitor pads, transformer pads, and appurtenances. Improvement plans for the facilities are subject to City review and approval in accordance with the Roseville Electric Specifications for Commercial Construction.

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When Landowner completes construction of the 12KV electric distribution facilities, City shall, at Landowner's expense, procure and install all electrical equipment, such as 12KV cable, pad-mount switchgear, transformers, and capacitor bank. Landowner shall fund City's work on the improvements prior to commencement of the work.

The ESL Project Marketing Center constructed in ESL Project Phase 1 as shown on Exhibit "MM" shall be exempt from the electric infrastructure requirements for Trigger 1 and Trigger 2. City agrees that the Marketing Center improvements shall be fed by temporary electric facilities, if necessary.

As listed in Exhibit "OO", improvements constructed by Landowner for segments 1 through 5 shall be eligible for fee credits and/or reimbursements from the SVSP Fee Program, consistent with Section 4.2 of this Agreement. Improvements in segment 6 constructed by Landowner shall be entitled to reimbursement from the City's Traffic Mitigation Fee ("City TMF Fund") no earlier than ten years from the effective date of this Amendment. If insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available. Landowner shall not be entitled to any fee credits and/or reimbursements for any portion of the segment 7 electric improvements.

d. EXHIBITS. The following exhibits are added in their entirety:

"Exhibit LL	Operating Plan
Exhibit MM	ESL Conceptual Phasing
Exhibit NN	Electric Infrastructure Required for ESL Project
Exhibit OO	Electric Infrastructure Segments"

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Third Amendment of the Development Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and the Sierra Vista Specific Plan.
3. AMENDMENT LIMITED TO THIRD AMENDMENT PROPERTY. This Third Amendment is limited to and applies only to development of the Third Amendment Property and does not affect or apply in any manner with respect to development of any other property within the Sierra Vista Specific Plan, including without limitation, any other portion of the Property.
4. AMENDMENT. This Third Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. In the event of any conflict, the language of this Third Amendment shall be controlling in all events or circumstances. As amended hereby, the Development Agreement remains in full force and effect.
5. FORM OF AMENDMENT. This Third Amendment is executed in two duplicate originals, each of which is deemed to be an original.

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**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation, has authorized the execution of this Third Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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**CITY:**

CITY OF ROSEVILLE,  
a municipal corporation

BY: \_\_\_\_\_  
Dominick Casey  
City Manager

**LANDOWNER:**

KV SIERRA VISTA, LLC  
a California limited liability company

By: \_\_\_\_\_  
Chris N. Vrame  
Manager

**ATTEST:**

BY: \_\_\_\_\_  
Carmen Avalos  
City Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Michelle Sheidenberger  
City Attorney

**APPROVED AS TO SUBSTANCE:**

BY: \_\_\_\_\_  
Mike Isom  
Development Services Director

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## Exhibit A Third Amendment Property Legal Description

All that real property situated in the City of Roseville, County of Placer, State of California more particularly described as follows:

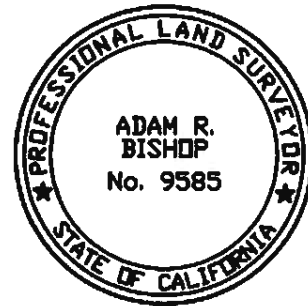
Being Lot 1 and Lot 2 of that certain Final Map of Sierra Vista KV Sierra Vista, LLC Large Lot Subdivision No PL15-0192 filed the 22nd day of October, 2019 in the office of the Placer County Recorder in Book EE of Maps at Page 71.

Containing 55.56 acres more or less.

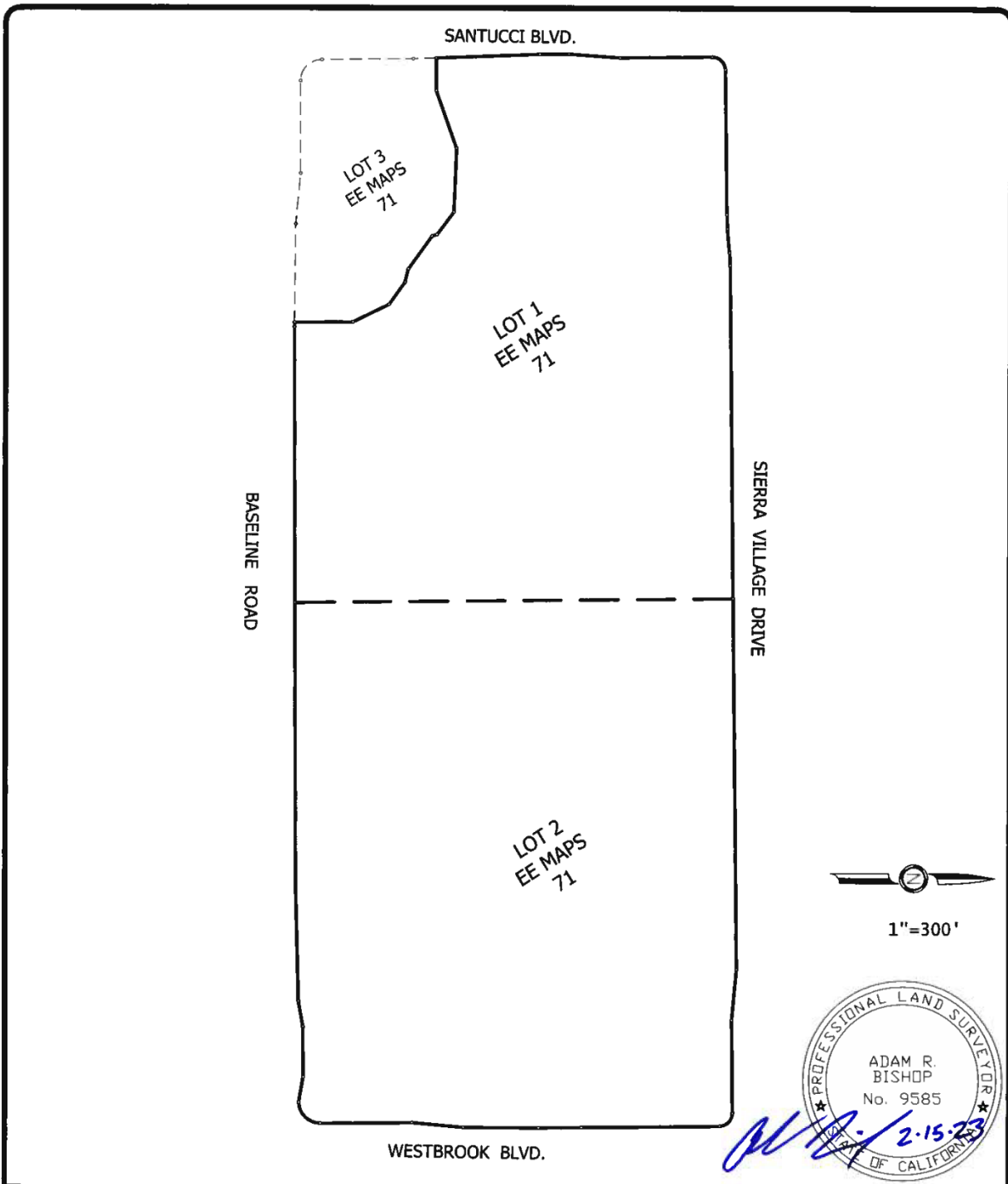
See Exhibit "B" attached hereon and made a part of this description.

This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyors' Act.

  
Adam R. Bishop P.L.S. 9585      2.15.23  
Date



## Exhibit B Third Amendment Property Legal Description



PROJECT  
4553-048

SHEET 1 OF 1

**EXHIBIT B**

Sierra Vista KV Sierra Vista, LLC  
Large Lot Subdivision No. PL15-0192

City of Roseville, County of Placer, State of California

**UNICO**  
ENGINEERING

110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630  
PHONE: 916.900.6623 | uniconengineering.com

## EXHIBIT LL

### Erickson Senior Living Roseville Operations Information

Erickson Senior Living, LLC proposes Erickson Senior Living (Erickson Roseville), a continuing care retirement community, on a 55-acre site north of Baseline Road in the Sierra Vista Specific Plan. The Erickson Senior Living community will provide continuing care services for the changing needs of Roseville residents as they age. The following describes the operating characteristics of the Erickson Senior Living (Erickson Roseville) community.

#### Erickson Senior Living

Erickson Senior Living has been a provider of continuing care retirement communities (CCRCs) since 1983. Today, Erickson's network of 22 CCRCs in eleven states makes it the fifth-largest provider in the country. Over 28,000 residents live in an Erickson community where more than 14,000 employees serve them. The Roseville location will be Erickson's first community in California.

#### Erickson Roseville Community Description

**Location.** Erickson Roseville is planned on a 55.6±-acre rectangular site north of Baseline Road and south of Sierra Village Drive between Santucci Boulevard and Westbrook Boulevard. The site consists of APNs 499-010-074-000 and 499-010-075-000 and Sierra Vista Specific Plan (SVSP) Parcels KT-41A and KT-41B. The site address is 6000 Baseline Road, Roseville.

**Proposed Community Care Retirement Community.** Erickson proposes a continuing care retirement community (CCRC) with independent living, assisted living, memory care, skilled nursing, and other advanced care services.

A CCRC provides its senior residents with care and hospitality services for the rest of their lives with a financial structure designed to deliver care efficiently as they age and their needs change. In their late 70s and early 80s, residents enter a CCRC to access on-site dining, recreational, social, housekeeping and transportation activities, monitoring, and hands-on care when their health needs increase.

**Proposed Uses.** Erickson Roseville will be self-contained and include approximately 2.1 million square feet of continuing care uses designed to meet the daily needs of seniors. One to six-story buildings will be arranged on a campus with water-efficient landscaping, outdoor plazas, seating areas, courtyards, and indoor and outdoor amenities.

The following uses are proposed:

- Continuing Care Facility
  - Up to 200 beds of assisted living/memory care
  - Up to 40 beds of skilled nursing
  - 1,200± independent living units
- Casual indoor and outdoor dining options, private dining
- Medical services, including exam rooms and pharmacy
- Amenities such as concierge, library, day spa/salon, and theater
- Indoor activity spaces for wellness activities, arts, classes, games, clubs, meetings, social gatherings
- Active recreation amenities include a fitness center, swimming pool, putting green, bocce courts, and pickleball courts.
- Passive recreation spaces include walking paths, gardens, outdoor seating, lounge areas with fire pits, roof decks, amphitheater seating, and a dog park.

**Dining.** The community will feature six dining venues at full buildout. Dining options include restaurants and bars ranging from casual bistro to fine dining. Dining venues will be for the use of residents and their guests. Dining venues will not be open to the general public.

**Medical Services.** On-site medical services will be administered by Erickson Health Medical Group, one of the nation’s largest integrated healthcare systems for seniors. Residents will receive medical care and attention with same-day appointments, telehealth, and home visits from on-site medical staff (doctors, physician assistants, nurses, and technicians). On-site health and wellness facilities will include exam, treatment rooms, pharmacy services, and facilities for routine, preventive, and sick care.

**Activity and Recreation Programming.** Erickson Roseville will offer extensive activity and recreational programming, including the following:

- Restaurants/bars
- Outdoor dining/kitchen
- Fitness center
- Indoor pool and spa
- Indoor sport and pickleball court
- Library
- Games/card rooms
- Creative arts rooms
- Yoga studio
- Wood/hobby shop
- Classrooms
- Movie theatre
- Auditorium
- Resident concierge suite
- Resident gardens
- Dog park

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- Putting green
- Bocce courts
- Fire pits
- Walking trails

**Hours of Operation.** Erickson Roseville will be capable of providing resident care and supervision 24 hours a day, seven days a week.

**Staffing.** At full buildout, Erickson Roseville will employ approximately 600-700 full- and part-time positions. Employees will include administrative staff, caregivers, medical staff, and food service and facilities staff. Employees of Erickson Roseville will have access to the on-site Employee Health and Wellness Center.

**Access.** The primary entrance to the community will be from a gated entrance on Baseline Road. The Baseline entry includes a staffed entry kiosk. Additional gated entrances are planned on Westbrook Boulevard and Sierra Village Drive. Deliveries and employees will access the site from the Sierra Village Drive entry. Pedestrians may access the site from all sides via pedestrian gates.

**Parking.** Approximately 1,850 parking spaces will be provided in surface or first-floor parking lots. A portion of the parking spaces will be carport covered.

Most residents will bring a vehicle when they move into the facility. Resident parking will be assigned, and guest spaces will be proximate to each building. Each phase will identify employee and visitor parking areas.

**Park and Ride Lot.** A park-and-ride lot with fifty (50) vehicle parking spaces is planned on the west side of the site with direct vehicular access to Santucci Boulevard. The park and ride lot will be separated from the Erickson Roseville parking by an open-view fence.

**Transit.** Erickson Roseville will provide a shuttle service to transport residents to off-site appointments. The shuttle will provide routine service to local shopping, restaurants, medical facilities, and other destinations. The in-house transit service will provide residents with a convenient and sustainable way to travel. In addition, Roseville Transit bus service will serve the site at bus stops on Santucci Boulevard Baseline Road.

**Deliveries.** Erickson Roseville will receive food and supply deliveries from the Sierra Village Drive entry.

**Security and Emergency Services.** Erickson Roseville will include 24-hour security and emergency services staff able to respond immediately to any on-site concern. Modern electronic security systems (cameras, alarms, resident tracking, personal resident alert pendants) will provide building and resident security.

**Residents.** Residents are restricted to seniors 62 and older; the average resident age at move-in is 78.

**Resident Fees.** Residents pay a substantial (six-figure) one-time community entrance fee, usually funded by selling their homes. In addition, residents pay a monthly care fee covering most living expenses (meal plan, utilities, amenities, local transportation, security, and maintenance). Personal care and nursing care are generally available at market rates. Nearly all the initial entrance fees will be returned when a resident departs the community. None of the units is available for monthly rental or purchase. Additional care and services are available based on assessments and needs.

## Medical Emergencies

The on-site Erickson Health Medical Group with experienced senior care providers is available to residents for medical needs. In addition, Erickson Roseville will employ emergency medical responders as the first level of emergency services for residents. Erickson's philosophy is to provide an integrated healthcare model to minimize the need for hospital emergency rooms to care for its residents.

The community's Security and Emergency Services department will respond and provide aid to any resident needing assistance. Residents in distress may alert the community's Emergency Medical Responders by pulling cords in their unit or by pressing the alert pendant on their person.

Upon receipt of an emergency call, security dispatch will deploy resources based upon established protocols to respond and investigate the situation, report their findings, and either address minor, non-critical issues on-site with the assistance of on-site physicians or escalate to a 911 response. 911 will be activated in situations that warrant the response of advanced life support resources (i.e., unresponsive, cardiac arrest, chest pain, trouble breathing, etc.). Erickson's typical response time to any emergency in the community is four minutes or less.

If conditions warrant, a resident may be taken directly to the on-site medical center for further evaluation and treatment. Staff healthcare providers are available for same-day appointments at Erickson communities. If further assessment and treatment are determined appropriate by providers, a resident may be admitted directly into the on-site skilled nursing care unit for further evaluation.

## Regulation of CCRCs in California

A CCRC typically provides its senior residents with care and hospitality services for the rest of their lives, with a financial structure designed to deliver care efficiently as they age and their needs change. Residents, often in their early 80s or late 70s, enter a CCRC to access on-site dining, transportation, recreational and social activities, assistance, and hands-on care when their health needs increase. A CCRC is generally comprised of the following:

- Residential Care Facility for the Elderly (RCFE)
  - Independent Living
  - Assisted Living
  - Memory Care
  
- Skilled Nursing Facility (SNF)

In California, the Health and Safety Code regulates CCRCs. All facilities in a CCRC must be licensed as either a Residential Care Facility for the Elderly (RCFE) under the Health and Safety Code §§1569 et seq. or as a Skilled Nursing Facility (SNF) under Health and Safety Code §§1250 et seq. [See Health and Safety Code §1771.5]. All 1,200 independent living units and all 200 assisted living/memory care suites at Erickson Senior Living Roseville will be licensed as an RCFE.

Facilities usually include licensed residential units in which resident care needs are monitored, but ongoing hands-on care is optional. The facilities include assisted living and memory care suites, where personal care is provided routinely, and 24-hour skilled nursing beds, where more intensive, physician-directed care is administered.

Contracts for providing care and services to CCRC residents are comprehensively regulated by Health and Safety Code §§1770 et seq. (the Continuing Care Contracts law) and all contracts must be approved by the California Department of Social Services (DSS) before use. [See Health and Safety Code §1787(b)]. Such contracts describe in detail all the services and care available to residents.

## Required Services

As a condition of licensure, RCFEs must provide residents, when needed, with the following “basic services” (in return for the monthly fee or an extra charge): personal assistance and care; regular observation of physical, mental, emotional, and social functioning; supervision; planned activities; food service; and arrangements for obtaining incidental medical and dental care. (Health and Safety Code §1569.312; 22 Cal. Code Regs. §§87464(f), 87466, 87465, 87101(b)(2)). Health and Safety Code §1569.312 mandates that RCFEs provide residents with the following services, as needed:

- (a) Care and supervision as defined in Section 1569.2.
- (b) Assistance with instrumental activities of daily living in the combinations which meet the needs of the residents.
- (c) Helping residents gain access to appropriate supportive services in the community.
- (d) Being aware of the residents’ general whereabouts, although the resident may travel independently in the community.
- (e) Monitoring the activities of the residents while they are under the supervision of the facility to ensure their general health, safety, and well-being.
- (f) Encouraging the residents to maintain and develop their maximum functional ability through participation in planned activities.

The mandated “[c]are and supervision” that the facility must provide to residents includes assistance as needed with activities of daily living (“ADLs”) such as dressing, feeding, grooming, bathing, toileting and other personal hygiene, mobility, money management, and taking prescribed medications. (Id., §§1569.312, 1569.2(b), (h); 22 Cal. Code Regs. §§87464(f), 87101(b)(2), (c)(2), 87466.) Furthermore, RCFEs must also make reasonable efforts to safeguard residents’ personal property. (Health and Safety Code §1569.152.)

In addition to monitoring residents’ health status and care needs, an RCFE may care for residents’ health conditions such as oxygen administration, catheter care, colostomy/ileostomy care, contractures, diabetes, enemas, suppositories and/or fecal impaction removal, bowel and bladder incontinence, injections, certain dermal ulcers, and wound care. (22 Cal. Code Regs. §87612.)

The regulations impose additional duties on RCFEs to act if residents’ care needs change and they are no longer appropriately placed. The RCFE shall:

“ . . . ensure that residents are regularly observed for changes in physical, mental, emotional and social functioning and that appropriate assistance is provided when such observation reveals unmet needs. When changes such as unusual weight gains or losses or deterioration of mental ability or a physical health condition are observed, the

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licensee shall ensure that such changes are documented and brought to the attention of the resident's physician and the resident's responsible person, if any." (Id., §87466.)

If the RCFE or the California Department of Social Services determines that the facility cannot meet the resident's healthcare needs, the facility must immediately relocate the resident. (Id., §§87637).

Erickson Roseville must stand ready to provide any and all the care and services mandated by the RCFE law and regulations whenever needed. Because residential and assisted living units have the same RCFE licensure, care can be provided in either the resident's living unit or the assisted living center.

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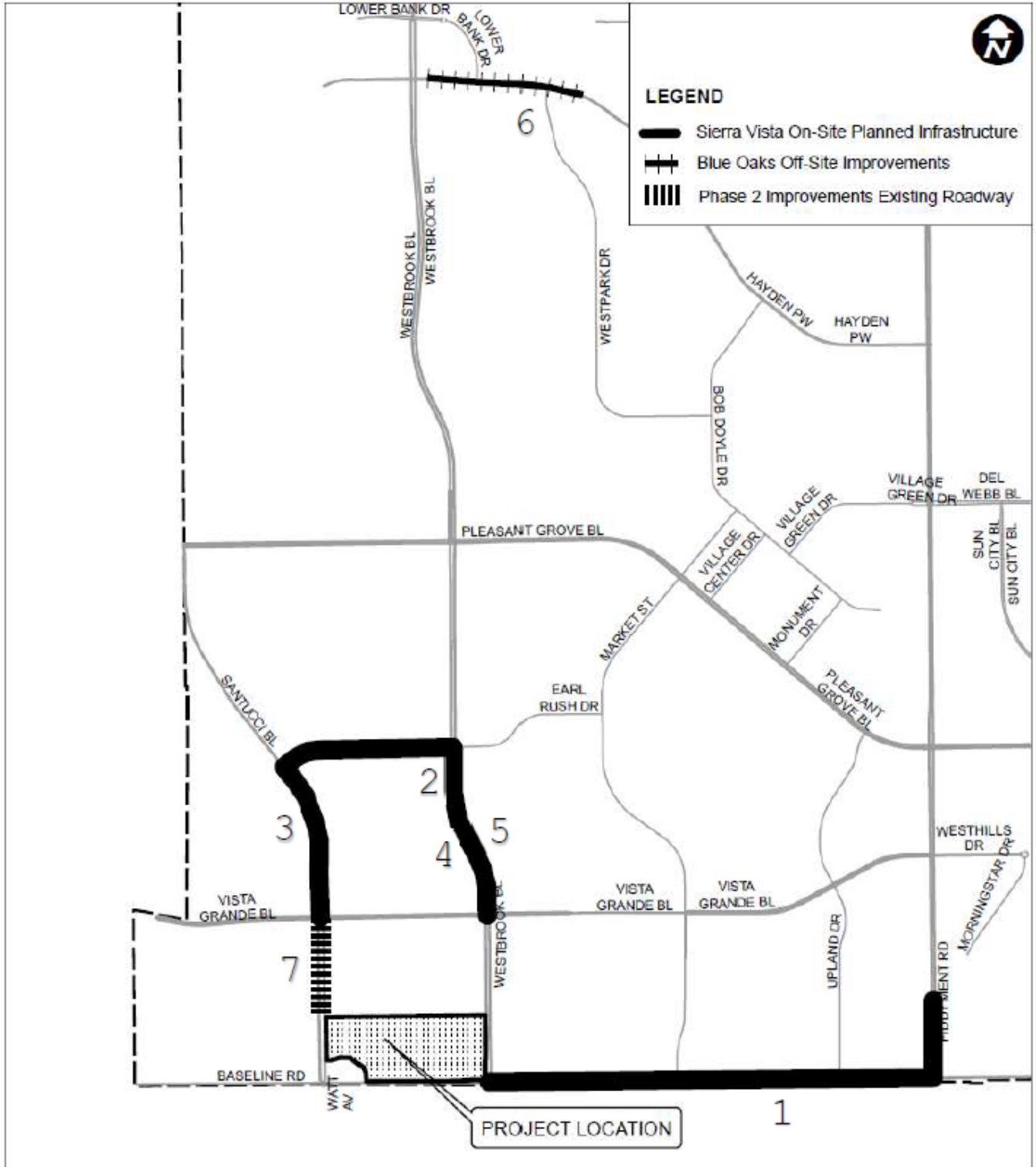
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## Exhibit MM Erickson Senior Living Conceptual Phasing

Phase	Building	Stories	Units	Beds	Total SF
<b>Phase 1</b>					
1	Marketing Center	1	0	0	5,175
1	RB 1.1	5	113	0	211,010
1	CB 1.0	1	.	0	14,720
1	RB 1.2	5	124	0	214,325
1	RB 1.3	6	117	0	184,075
<i>Phase 1 Subtotal</i>			354	0	629,305
<b>Phase 2</b>					
2	RB 1.4	6	117	0	151,900
2	RB 1.5	6	117	0	198,409
<i>Phase 2 Subtotal</i>			234	0	350,309
<b>Phase 3</b>					
3	Assisted Living	4	0	200	155,568
<i>Phase 3 Subtotal</i>			0	200	155,568
<b>Phase 4</b>					
4	RB 2.1	5	113	0	185,526
4	CB 2.0	1	0	0	19,077
4	RB 2.2	6	117	0	194,440
4	RB 2.4	5	124	0	125,240
<i>Phase 4 Subtotal</i>			354	0	524,283
<b>Phase 5</b>					
5	RB 2.3	6	141	0	277,240
5	RB 2.5	6	117	0	171,612
<i>Phase 5 Subtotal</i>			258	0	448,852
<b>Phase 6</b>					
6	Skilled Nursing	1	0	40	27,262
<i>Phase 6 Subtotal</i>			0	40	27,262
<b>Total</b>			<b>1,200</b>	<b>240</b>	<b>2,135,579</b>

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## Exhibit NN Electric Infrastructure Required for ESL Project 12kV Distribution Facilities



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**Exhibit OO**  
**Electric Infrastructure Segments**  
**(Corresponds with Exhibit NN)**

Segment	Approx Length	Segment Start	Segment End	Creditable/ Reimbursable
1	7,800 LF	Baseline/Fiddymont	Baseline/Westbrook	SVSP Fee Program
2	500 LF	Sierra Vista Substation	Earl Rush/Westbrook	SVSP Fee Program
3	3,000 LF	Earl Rush Drive	Santucci/Vista Grande	SVSP Fee Program
4	4,000 LF	Sierra Vista Substation	Westbrook/Vista Grande	SVSP Fee Program
5	2,000 LF	Sierra Vista Substation	Westbrook/Vista Grande	SVSP Fee Program
6	3,900 LF	Blue Oaks/Westpark	Blue Oaks/Westbrook	Capital Improvement Program Traffic Mitigation Fee
7	2,000 LF	Santucci/Vista Grande	Santucci/Sierra Village	None