

In the opinion of Jones Hall LLP, San Mateo, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2025 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2025 Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

\$15,340,000
CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025

Dated: Date of Delivery

Due: September 1, as shown on inside cover

The bonds captioned above (the "2025 Bonds"), are being issued by the City of Roseville (the "City") by and through the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the "District"). The 2025 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of December 1, 2025 (the "Fiscal Agent Agreement") by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). The 2025 Bonds are being issued to (i) construct and/or acquire certain authorized public facilities, (ii) provide for a deposit to a debt service reserve account for the 2025 Bonds, (iii) pay capitalized interest on the 2025 Bonds through and including September 1, 2026, and (iv) pay costs of issuance of the 2025 Bonds. Interest on the 2025 Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2026. The 2025 Bonds represent the first series of special tax bonds. See "THE BONDS – Authority for Issuance."

The 2025 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2025 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (derived from the levy of Facilities Special Taxes, both as defined herein) to be levied by the City on real property within the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2025 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2025 Bonds from proceeds of the 2025 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in the District and subject to the Special Tax is proposed for development into 285 taxable residential units which represents "Phase 5" of the "Winding Creek" development ongoing within the Creekview Specific Plan, located in the northwest portion of the City. The master developer of the project has 285 taxable lots in the District under contract for sale to two merchant builders, as described herein. See "THE DISTRICT," "THE MASTER DEVELOPER."

The 2025 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2025 BONDS. THE 2025 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2025 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2025 Bonds.

The 2025 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall LLP, San Mateo, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel, Stradling, Yocca, Carlson & Rauth LLP, Newport Beach, California, as counsel to the Underwriter, and Holland & Knight LLP, San Francisco, California, as counsel to the Master Developer. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2025 Bonds will be available for delivery to DTC on or about December 3, 2025.



**CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025**

MATURITY SCHEDULE

\$290,000 – 4.000% Term Bond Due September 1, 2030; Yield 4.000%; Price: 100.000% CUSIP†: 77786A AG0
\$865,000 – 5.000% Term Bond Due September 1, 2035; Yield 4.250%; Price: 105.926% CUSIP†: 77786A AH8
\$1,635,000 – 5.000% Term Bond Due September 1, 2040; Yield 4.510%; Price: 103.822% ^C CUSIP†: 77786A AJ4
\$2,665,000 – 5.000% Term Bond Due September 1, 2045; Yield 4.770%; Price: 101.768% ^C CUSIP†: 77786A AK1
\$4,035,000 – 5.000% Term Bond Due September 1, 2050; Yield 4.930%; Price: 100.528% ^C CUSIP†: 77786A AL9
\$5,850,000 – 5.000% Term Bond Due September 1, 2055; Yield 4.970%; Price: 100.221% ^C CUSIP†: 77786A AM7

C - Priced to the first optional par call date of September 1, 2035.

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CITY OF ROSEVILLE, CALIFORNIA

City Council

Krista Bernasconi, Mayor (District 4)
Karen Alvord, Vice Mayor (District 5)
Bruce Houdesheldt, Councilmember (District 3)
Pauline Roccucci, Councilmember (District 2)
Tracy Mendonsa, Councilmember (District 1)

City Staff

Dominick Casey, City Manager
Dennis Kauffman, Assistant City Manager/Chief Financial Officer
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Jones Hall LLP
San Mateo, California

Municipal Advisor

Fieldman, Rolapp & Associates, Inc.
Irvine, California

Special Tax Consultant and Administrator

Willdan Financial Services
Temecula, California

Appraiser

Integra Realty Resources
Sacramento, California

Fiscal Agent

U.S. Bank Trust Company, National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2025 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2025 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2025 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2025 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2025 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2025 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2025 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

\$15,340,000
CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) of bonds (the “**2025 Bonds**”) for its Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the “**District**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2025 Bonds to potential investors is made only by means of the entire Official Statement.

Authority for Issuance of the 2025 Bonds. The 2025 Bonds are issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, of the Government Code of the State of California) (the “**Act**”) and pursuant a resolution adopted by the City Council on November 5, 2025 (the “**Formation Resolution of Issuance**”) and a Fiscal Agent Agreement dated as of December 1, 2025 (the “**Fiscal Agent Agreement**”), between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”).

The City. The City is located in the County of Placer (the “**County**”), which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and unincorporated County to the east and west. For economic and demographic information regarding the area in and around the City, see “APPENDIX C – The City of Roseville and Placer County.”

Formation of the District. On August 20, 2025, the City Council of the City (the “**City Council**”), as legislative body of the District, adopted a Resolution of Formation (the “**Resolution of Formation**”), which established the District under the Act to authorize the levy an annual special tax (the “**Facilities Special Tax**,” also referred to herein as the “**Special Tax**”) and to incur bonded indebtedness for the purpose of financing certain authorized facilities.

The Development. Land in the District represents a portion of the larger “Winding Creek” development (the “**Winding Creek Development**”) ongoing within the Creekview Specific Plan, which is located in the northwest portion of the City. Land within the District was originally within the northwestern part of a future annexation area of the City’s Creekview Community Facilities District No. 1 (Public Facilities) (the “**Prior Phases CFD**”) formed in 2019 at the request of Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”). Bonds for Improvement Area No. 1 of that district were issued in September 2020 and December 2021 in the total amount of \$23,405,000 and bonds for Improvement Area No. 2, which was designated in 2022 from the future annexation area of that district, were issued in July 2023 and December 2024 in the total amount of \$28,105,000. *Although the Prior Phases CFD is within the same development project, the special tax of the Prior Phases CFD does not secure the 2025 Bonds.*

The Master Developer is the master developer of all phases of the Winding Creek Development, now comprising both the District and the Prior Phases CFD. All of the 544 homes in Improvement Area No. 1 of the Prior Phases CFD, which represents “Phase 1” and “Phase 2” of the project, were sold and closed to individual homeowners by the end of 2024. Home building and sales on the 561 lots in Improvement Area No. 2 of the Prior Phases CFD, which represents “Phase 3” and “Phase 4” of the project, are underway with homes being actively marketed and sold by merchant builders Lennar Homes, Meritage, Woodside, DR Horton, Beazer, and Tri Pointe.

Land within the District represents “Phase 5” of the project, and is final mapped for 285 single-family residential units, as described herein. The Master Developer has all of the 285 taxable lots in the District under contract for sale to merchant builders Tri Pointe Homes Holdings, Inc., a Delaware corporation (“**Tri Pointe**”) and Taylor Morrison of California, LLC, a California limited liability company (“**Taylor Morrison**”) (together, the “**Expected Phase 5 Merchant Builders**”). Closing of the land sales to the Expected Phase 5 Merchant Builders (or their land bank) is scheduled to be completed by December 2025. Tri Pointe has bought lots in previous phases of the Winding Creek Development for homebuilding and is continuing its development; Taylor Morrison is a homebuilder new to the project. See “THE DISTRICT.”

All of the 285 lots are expected to be in “finished lot” condition prior to the closing with the Expected Phase 5 Merchant Builders. The Master Developer expects sales and closings by the Expected Phase 5 Merchant Builders to individual homeowners to be underway beginning in the Summer of 2026. For additional details, see “THE DISTRICT.”

Bond Terms. The 2025 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2025 Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2026. The 2025 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

Registration of Ownership of 2025 Bonds. The 2025 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Ultimate purchasers of 2025 Bonds will not receive physical certificates representing their interest in the 2025 Bonds. So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co. and will not mean the ultimate purchasers of the 2025 Bonds. Payments of the principal, premium, if any, and interest on the 2025 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2025 Bonds. Disbursements of such payments to DTC’s Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Use of Proceeds. Proceeds of the 2025 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain authorized infrastructure improvements (the “**Improvements**,” as described herein) as part of the development being undertaken by the Master Developer. The Improvements, consisting of infrastructure for all phases of the development, consist generally of roadway, water, wastewater, drainage, and other infrastructure improvements necessary for development of property within the District, as well as park and open space improvements. Proceeds of the 2025 Bonds will also be deposited to a debt service reserve account for the 2025 Bonds, and to pay costs of issuance and to pay capitalized interest through and including September 1, 2026.

Security and Source of Payment. As security for the payment of the 2025 Bonds, a facilities special tax (herein the “**Special Tax**”) applicable to each taxable parcel is being levied in the District. The 2025 Bonds and any Additional Bonds that may be issued in the future pursuant to the terms of the Fiscal Agent Agreement (collectively, the “**Bonds**”) are payable from the “**Special Tax Revenues**,” consisting of the proceeds of the Special Taxes received by the City from the property in the District, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2025 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a debt service reserve account, all as more fully described herein.

Special Taxes will be levied and collected according to the facilities tax liability determined by the City Council through the application of the Rate, Method of Apportionment, and Manner of Collection of Special Tax for the District (the “**Rate and Method**”). The Rate and Method is set forth in its entirety in APPENDIX A hereto. The Rate and Method includes a services special tax component which is not security for the 2025 Bonds. Pursuant to the Rate and Method, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the “Transition Year” (defined herein) or (ii) Fiscal Year 2089-90, and a “Maintenance Special Tax” will be levied and collected in perpetuity beginning in the Transition Year.

Only the “Facilities Special Tax” is pledged to the payment of the 2025 Bonds; the definition of “Special Taxes” used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Rate and Method. See “SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology.”

The Special Tax represents a lien on each parcel of land subject to the Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent parcel. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

2025 Reserve Account of the Reserve Fund. A debt service reserve fund has been established under the Fiscal Agent Agreement (the “**Reserve Fund**”), and within the Reserve Fund, separate reserve accounts are being established for each series of Bonds. Accordingly, at the time of issuance of the 2025 Bonds, a reserve account will be established within the Reserve Fund for the benefit of the holders of the 2025 Bonds (the “**2025 Reserve Account**”). The 2025 Reserve Account is available solely for the payment of debt service on the 2025 Bonds and no other parity obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – 2025 Reserve Account of the Reserve Fund.”

Estimated Value of Taxable Property. Taxable property in the District is security for the Special Tax that secures the Bonds. The City authorized the preparation of an appraisal report (the “**Appraisal**”) for certain real property within the District, which sets forth an aggregate value of taxable property currently in the District of \$62,544,000, as of October 1, 2025. The appraised value includes the completed Improvements funded by the 2025 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax on the value of the property. In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value. See “VALUE OF PROPERTY WITHIN THE DISTRICT – The Appraisal” and APPENDIX B.

The estimated value of taxable property in the District (\$62,544,000) is 4.03 times the \$15,511,355 aggregate principal amount of direct and overlapping bonded indebtedness in the District (consisting of \$15,340,000 for the 2025 Bonds, plus overlapping general obligation bond debt of \$171,355). This is based on the entirety of the District, the value to lien ratio for individual parcels will vary from the average. See “VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios.”

Future Parity Bonds. The maximum authorized indebtedness for the District is \$92,000,000, and the 2025 Bonds represent the first series of special tax bonds issued under this authorization. The authorized indebtedness limit was established to additionally allow the City to utilize a portion of the available authorized amount for the funding of certain deferred impact fees owed to the City, as described below. Additional Bonds are anticipated to be issued for the acquisition and/or construction of additional Improvements. Bonds for the deferred impact fees are not expected to be issued during the time the 2025 Bonds are outstanding.

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District, the City agreed that payment of certain impact fees owed by the Master Developer and merchant builders will be deferred (referred to as the “**Development Impact Fee Deferral**” in the Rate and Method) to allow payment of the deferred fees after the 2025 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2025 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds.”

Risks of Investment. See the section of this Official Statement entitled “SPECIAL RISK FACTORS” for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2025 Bonds. See “SPECIAL RISK FACTORS.”

Limited Obligation of the City. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2025 Bonds. The 2025 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2025 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2025 Bonds is a general debt, liability or obligation of the City. The 2025 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2025 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2025 Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors’ rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there have been no changes to the City or the land in the District since the date hereof. *Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.*

SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2025 Bonds follows:

Estimated Sources of Funds:

Principal Amount of 2025 Bonds	\$15,340,000.00
Plus: Original Issue Premium	195,100.10
Total	<u>\$15,535,100.10</u>

Estimated Uses of Funds:

Deposit to Improvement Fund	\$13,000,000.00
Deposit to Bond Fund ⁽¹⁾	568,830.00
Deposit to 2025 Reserve Account of the Reserve Fund ⁽²⁾	1,342,821.35
Costs of Issuance ⁽³⁾	623,448.75
Total	<u>\$15,535,100.10</u>

(1) To pay capitalized interest on the 2025 Bonds through and including September 1, 2026.

(2) Equal to the initial Reserve Requirement for the 2025 Bonds.

(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent and its counsel, printing costs, fees of the special tax consultant and administrator, Appraiser, and Municipal Advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2025 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

Description of the Bonds

Bond Terms. The 2025 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2025 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2025 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing March 1, 2026. The principal of the 2025 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the designated principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2025 Bonds; provided that so long as any 2025 Bonds are in book-entry form, payments with respect to such 2025 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2025 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2025 Bonds will not receive physical certificates representing their interest in the 2025 Bonds. So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2025 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2025 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2025 Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Calculation and Payment of Interest. Interest on the 2025 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2025 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the “**Record Date**”) preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2025 Bonds; provided that so long as any 2025 Bonds are in book-entry form, payments with respect to such 2025 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Each 2025 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Dated Date; provided, however, that if at the time of authentication of a 2025 Bond, interest is in default thereon, such 2025 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2025 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption

Optional Redemption. The 2025 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 2032 at the following respective redemption prices (expressed as percentages of the principal amount of the 2025 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, 2032 through August 31, 2033	103%
September 1, 2033 through August 31, 2034	102
September 1, 2034 through August 31, 2035	101
September 1, 2035 and any date thereafter	100

Mandatory Redemption From Prepayments. The 2025 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2025 Bonds and any Additional Bonds, as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2025 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Any Interest Payment Date through and including March 1, 2033	103%
September 1, 2033 and March 1, 2034	102
September 1, 2034 and March 1, 2035	101
September 1, 2035 and any Interest Payment Date thereafter	100

Prepayments and amounts released from the 2025 Reserve Account in connection with Prepayments will be allocated to the redemption of the 2025 Bonds as nearly as practicable on a proportionate basis based on the outstanding principal amount of the 2025 Bonds and shall be applied to redeem 2025 Bonds as nearly as practicable on a pro rata basis among maturities in increments of \$5,000; provided, however, that, for Prepayments of less than \$50,000, the City

may specify that Prepayments be applied to one or more maturities of the 2025 Bonds or Additional Bonds so long as there is delivered to the Fiscal Agent a certification of a Special Tax consultant or administrator that, following such redemption from Prepayments, the maximum Special Taxes that may be levied in each Fiscal Year on Developed Property in the District is not less than 110% of Maximum Annual Debt Service.

See “SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments” for a discussion of the potential for the 2025 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

Mandatory Sinking Fund Redemption. The 2025 Bonds are all issued as term bonds (the “Term 2025 Bonds”). The Term 2025 Bonds maturing September 1, 2030, September 1, 2035, September 1, 2040, September 1, 2045, September 1, 2050 and September 1, 2055 are subject to mandatory sinking payment redemption in part on September 1, 2027, September 1, 2031, September 1, 2036, September 1, 2041, September 1, 2046 and September 1, 2051, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2025 Bonds Maturing September 1, 2030

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
2027	\$45,000
2028	65,000
2029	80,000
2030 (maturity)	100,000

Term 2025 Bonds Maturing September 1, 2035

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
2031	\$125,000
2032	145,000
2033	170,000
2034	200,000
2035 (maturity)	225,000

Term 2025 Bonds Maturing September 1, 2040

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
2036	\$260,000
2037	290,000
2038	325,000
2039	360,000
2040 (maturity)	400,000

Term 2025 Bonds Maturing September 1, 2045

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
2041	\$440,000
2042	485,000
2043	530,000
2044	580,000
2045 (maturity)	630,000

Term 2025 Bonds Maturing September 1, 2050

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
2046	\$685,000
2047	740,000
2048	805,000
2049	870,000
2050 (maturity)	935,000

Term 2025 Bonds Maturing September 1, 2055

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
2051	\$1,010,000
2052	1,085,000
2053	1,165,000
2054	1,250,000
2055 (maturity)	1,340,000

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2025 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2025 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2025 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2025 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2025 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2025 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2025 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2025 Bond to be redeemed or will state that all 2025 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2025 Bonds of one or more maturities have been called for redemption, will state as to any 2025 Bond called in part the principal amount thereof to be redeemed, and will require that such 2025 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2025 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2025 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2025 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2025 Bonds of any maturity, the City will select the 2025 Bonds to be redeemed, from all 2025 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2025 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2025 Bond or 2025 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2025 Bond or 2025 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2025 Bonds so called for redemption are deposited in the Bond Fund, such 2025 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2025 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2025 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2025 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2025 Bond or 2025 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2025 Bond or 2025 Bonds, for a like aggregate principal amount of 2025 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any fees or expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2025 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2025 Bonds for redemption or (ii) with respect to a 2025 Bond after such 2025 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2025 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the “**Special Tax Revenues**”). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable Reserve Account within the Reserve Fund for such Series of Bonds is pledged to secure the repayment of the applicable Series of Bonds, such that amounts in the 2025 Reserve Account are pledged to the 2025 Bonds. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by application of the Rate and Method administered by Willdan Financial Services, Temecula, California (the “**Special Tax Administrator**”) and set forth in APPENDIX A hereto for all taxable properties in the District. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City Council, as legislative body of the District, pursuant to the Act in an amount determined according to the Rate and Method. See “– Special Tax Methodology” below and APPENDIX A.

The amount of Special Taxes that the City may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth in the Rate and Method. Under the Rate and Method, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Rate and Method apportions the Annual Facilities Costs (as defined in the Rate and Method and described below) among the taxable parcels of real property within the District

according to the rate and methodology set forth in the Rate and Method. See “– Special Tax Methodology” below. See also “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City may levy the Special Tax up to the amount of the Maximum Annual Facilities Special Tax set forth in the Rate and Method, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS – Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Pursuant to the Rate and Method, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year (defined herein) or (ii) Fiscal Year 2089-90, and a “Maintenance Special Tax” will be levied and collected in perpetuity beginning in the Transition Year. *Only the “Facilities Special Tax” is pledged to the payment of the Bonds, and the definition of Special Taxes used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Rate and Method. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Rate and Method.*

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs for the upcoming Fiscal Year. The “**Annual Facilities Costs**” includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

- (i) Debt Service to be paid from Facilities Special Taxes;
- (ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;
- (iii) Administrative Expenses for such Fiscal Year;
- (iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in such Fiscal Year, in each case to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;
- (v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of

the amount to be available for the payment of Facilities Special Taxes which are expected to occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;

(vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Rate and Method.

Parcels Subject to the Facilities Special Tax. Each fiscal year, the City will prepare a list of the then-current parcels subject to the Special Tax using the records of the City and the County Assessor, and will tax such parcels in accordance with the Rate and Method. Taxable parcels that are acquired by a public agency in the future will remain subject to the Facilities Special Tax unless a “trade” resulting in no loss of Facilities Special Tax revenue can be made, as described in the Rate and Method.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “SPECIAL RISK FACTORS.”

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2089-90. For purposes of the District, “Transition Year” means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and “Transition Event” means the earlier of (i) after the Initial Bonding Period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City either through special taxes collected or through the issuance of future series of bonds to pay the Deferred Impact Fees and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2089-90. “Initial Bonding Period” means the period in which Bonds are outstanding or refunded which financed Authorized Facilities (as defined in the Rate and Method) costs or refunded prior Bonds, other than the Development Impact Fee Deferral.

Prepayment of the Facilities Special Tax. The Rate and Method provides that residential parcels may prepay up to 50% of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Rate and Method, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not

available for prepayment of the Bonds), all as described in Section 8 of the Rate and Method set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds, and the City maintains at least 110% debt service coverage on the outstanding Bonds.

Levy of Annual Special Tax; Maximum Special Tax

General. The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of Reserve Accounts established within the Reserve Fund for each Series of Bonds, certain delinquencies, administration of the District (including the District), and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized public capital facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each taxable parcel in the Rate and Method. No affordable units are a part of “phase 5” of the project.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in the District; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Rate and Method establishes a priority for which properties will be levied a Special Tax. First, all “Developed Parcels” in the District receive a levy. “**Developed Parcel**” for single-family parcels is defined in the Rate and Method as a parcel for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year. If additional amounts are needed, a levy is made against each “Small Lot Tentative Map Parcel” in the District, then each “Large Lot Parcel” in the District, then each “Undeveloped Parcel” in the District. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

CFD Revenues Fiscal Year 2026-27

Large Lot	APN	Land Use	Units	Maximum Annual Special Tax/Unit ⁽¹⁾	Maximum Annual Special Tax/Large Lot ⁽¹⁾
C-1	496-610-001-000	LDR	94	\$4,284	\$410,750
C-2	496-610-002-000	LDR	52	\$4,182	\$221,813
C-3	496-610-003-000	LDR	78	\$4,080	\$324,605
C-4	496-610-004-000	LDR	61	\$3,978	\$247,511
Totals			285		\$1,204,679

(1) Increased by the Tax Escalation Factor each year.
Source: EPS.

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Rate and Method notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Rate and Method provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District. Proceeds of the annual Special Tax levy will first be used to pay the “Annual Facilities Costs” (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal

to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” above. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” for a copy of the Rate and Method.

Annual Escalation of Facilities Special Tax. The Facilities Special Tax escalates by 2% per fiscal year until the Transition Event, and thereafter will no longer be levied. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” and for a table showing the Maximum Annual Facilities Special Tax by tax category see “Attachment 2” in such Appendix.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account of the Bond Fund to be used for the redemption of bonds.

At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City’s administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City’s discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of Bonds issued for the District) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that-

(a) the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner in the time and manner provided below; or

(b) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but property owned by any single property owner in the District is delinquent cumulatively by an amount equal to four installment payments with respect to the current and past Special Tax due, then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner in the time and manner provided below.

The City shall within 30 days thereafter send a written demand letter to the delinquent parcel(s) and lender of record, if any, as the first step in instituting foreclosure proceedings as authorized by the Mello-Roos Act in order to enforce the lien of the delinquent installment of the Special Tax on each such parcel, and shall thereafter diligently prosecute and pursue such foreclosure proceedings to judgment and sale in such manner and upon such timing as advised by legal counsel, taking into account the amounts delinquent, the estimate cost of legal proceedings, the status of Special Tax collections and available debt service reserves.

Additionally notwithstanding any of the foregoing, in certain instances the amount of a Special Tax delinquency on a particular parcel in relation to the cost of appropriate foreclosure proceedings may be such that the costs do not warrant the foreclosure proceedings costs. In such cases, foreclosure proceedings may be delayed by the City until there are sufficient Special Tax delinquencies accruing to such parcel (including interest and penalties thereon) to warrant the cost of such foreclosure proceedings.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution

of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Rate and Method, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption “–Special Tax Methodology” above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor’s filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See “VALUE OF PROPERTY WITHIN THE DISTRICT – Priority of Lien.”

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the City to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of at least 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the City, as judgment creditor, is entitled to purchase any property sold at foreclosure using a “credit bid,” where the City could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the City becomes the purchaser under a credit bid, the City must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2025 Reserve Account of Reserve Fund

The Reserve Fund has been established under the Fiscal Agent Agreement, and within the Reserve Fund, separate reserve accounts are being established for each series of Bonds. Accordingly, at the time of issuance of the 2025 Bonds, the 2025 Reserve Account will be established within the Reserve Fund for the benefit of the holders of the 2025 Bonds. The 2025 Reserve Account is available solely for the payment of debt service on the 2025 Bonds and not for any Additional Bonds.

Upon delivery of the 2025 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2025 Reserve Account of the Reserve Fund so that the amount therein equals the

“Reserve Requirement,” which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

- (a) the Reserve Requirement for the 2025 Bonds shall not increase after the date of issuance of the 2025 Bonds;
- (b) in no event shall the City be obligated to deposit an amount in any reserve account in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and
- (c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

As noted above, for each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from an account within the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in an account within the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

“Qualified Reserve Fund Credit Instrument” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC or Moody’s Investors Service, Inc. at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of

credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the 2025 Reserve Account exceeds the amount required to redeem or pay the Outstanding 2025 Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the 2025 Reserve Account to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the 2025 Bonds. If the amount so transferred from the 2025 Reserve Account to the Bond Fund exceeds the amount required to pay and redeem the 2025 Bonds, the balance in the 2025 Reserve Account will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Master Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed.

Future Parity Bonds

The proceedings conducted under the Act for the District authorize the issuance of up to \$92,000,000 of special tax bonds for the District, of which the 2025 Bonds represent the first series. The authorized indebtedness limit was established to additionally allow the City to utilize a portion of the available authorized amount for the funding of certain deferred impact fees owed to the City, as described in the following paragraph. Additional Bonds are anticipated to be issued for the acquisition and/or construction of additional Improvements.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by the Master Developer and merchant builders in the District will be deferred (referred to as the “Development Impact Fee Deferral” in the Rate and Method) to allow payment of the deferred fees after the 2025 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2025 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

The City may by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the “**Additional Bonds**”) payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2025 Bonds upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) After giving effect to the issuance of the Additional Bonds, for each Bond Year the Additional Bonds are Outstanding, projected Special Tax Revenues (which are net of 1% County collection charge), if levied at the maximum annual Special Tax rates per the Rate and Method, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) After giving effect to the issuance of the Additional Bonds, the aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than 2025 Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.

Additional Bonds may be issued to finance additional improvements, Deferred Impact Fees, and/or to refund outstanding Bonds. Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

DEBT SERVICE SCHEDULE

The annual debt service on the 2025 Bonds, assuming no early redemptions other than mandatory sinking fund payments, is set forth below.

City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) 2025 Bonds – Annual Debt Service

Year Ending (Sept. 1)	2025 Bonds Principal	2025 Bonds Interest	2025 Bonds Total
2026 ⁽¹⁾	--	\$568,830	\$568,830
2027	\$45,000	764,100	809,100
2028	65,000	762,300	827,300
2029	80,000	759,700	839,700
2030	100,000	756,500	856,500
2031	125,000	752,500	877,500
2032	145,000	746,250	891,250
2033	170,000	739,000	909,000
2034	200,000	730,500	930,500
2035	225,000	720,500	945,500
2036	260,000	709,250	969,250
2037	290,000	696,250	986,250
2038	325,000	681,750	1,006,750
2039	360,000	665,500	1,025,500
2040	400,000	647,500	1,047,500
2041	440,000	627,500	1,067,500
2042	485,000	605,500	1,090,500
2043	530,000	581,250	1,111,250
2044	580,000	554,750	1,134,750
2045	630,000	525,750	1,155,750
2046	685,000	494,250	1,179,250
2047	740,000	460,000	1,200,000
2048	805,000	423,000	1,228,000
2049	870,000	382,750	1,252,750
2050	935,000	339,250	1,274,250
2051	1,010,000	292,500	1,302,500
2052	1,085,000	242,000	1,327,000
2053	1,165,000	187,750	1,352,750
2054	1,250,000	129,500	1,379,500
2055	1,340,000	67,000	1,407,000
Totals	\$15,340,000	\$16,613,180	\$31,953,180

(1) Capitalized interest is being funded for the 2025 Bonds through and including September 1, 2026.
Source: Underwriter.

The table below shows the projected debt service coverage on the 2025 Bonds for Fiscal Year 2026-27 based on the status of development as of October 2025.

**City of Roseville
Creekview Phase 5 Community Facilities District No. 1
(Public Facilities)
Projected Debt Service Coverage – Fiscal Year 2026-27**

Fiscal Year Levy	Total Maximum Special Tax Revenue	Less: 1% Priority Admin (County)	Net Annual Special Tax Revenues	Proposed Series 2025 Bond Debt Service	Estimated Coverage
2026-27	\$1,204,679	(\$12,047)	\$1,192,632	\$809,100	147.40%

Sources: EPS for special tax data; Underwriter for debt service and coverage.

THE CREEKVIEW SPECIFIC PLAN

The taxable property within the District is within the Winding Creek Development in the Creekview Specific Plan (the “**Creekview Specific Plan**”). The overall Creekview Specific Plan area is planned for 1,464 single-family units, 547 multi-family units, approximately 9.2 acres of commercial land, 15.8 acres of parks, 136.9 acres of open space, as well as a 7-acre school site and various public/quasi-public land uses.

The Creekview Specific Plan land area is located in the City, in southwestern Placer County; specifically, it is bounded by Blue Oaks Boulevard (along the Phillip Road alignment) within the West Roseville Specific Plan (WRSP) on the south, the Fiddymont Ranch portion of the WRSP to the east, the Amoruso Ranch Specific Plan to the north, and the City of Roseville’s Al Johnson Wildlife Area property to the west.

The intent of the Creekview Specific Plan is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the Creekview Specific Plan area are required to be consistent with the Creekview Specific Plan. The Creekview Specific Plan implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and plan area. The City’s General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the Creekview Specific Plan at adoption, and is a component of the Creekview Specific Plan. The full text of the Creekview Specific Plan is available on the City’s website.

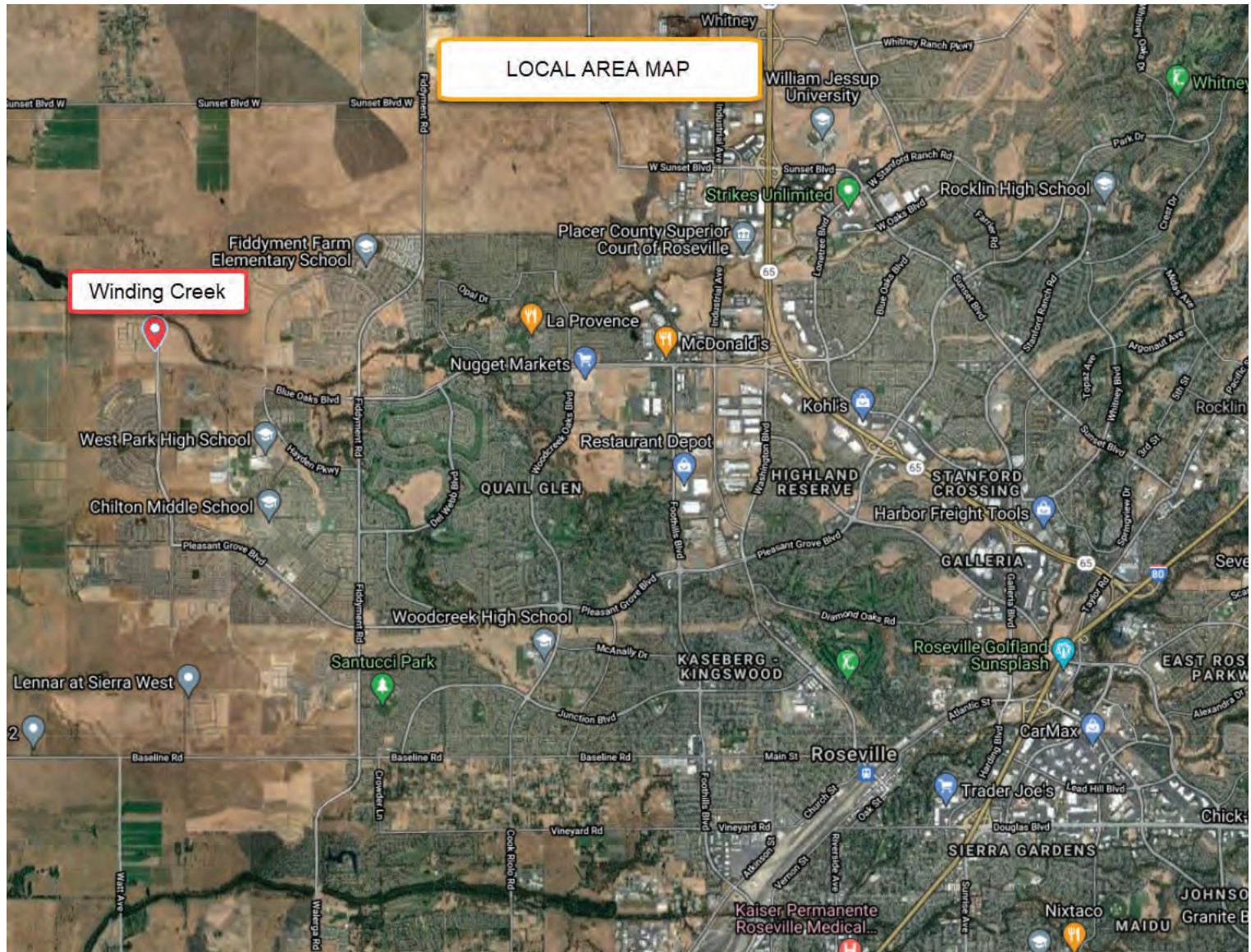
Land Use Concept. The Creekview Specific Plan is planned primarily as a residential community, while also providing recreation, open space, employment and educational opportunities. The primary elements that comprise the form of the Creekview Specific Plan land use plan include a commercial area, residential neighborhoods and park/open space areas, as described below.

Blue Oaks/Westbrook Commercial – The intersection of Blue Oaks Boulevard and Westbrook Boulevard creates the plan area’s best opportunity for commercial uses, anticipated to consist of community commercial, business professional and related uses. These uses are anticipated to support approximately 190,000 square feet of commercial/business uses, including a grocery store, drug store, retail services, personal services and professional offices.

Residential Neighborhoods – A variety of housing styles similar to that found elsewhere in the City are planned. The neighborhoods are generally divided by the geography of the site into four irregularly-sized quadrants. Each quadrant has its own adjacent land uses, natural resources and circulation requirements.

Parks and Open Space – Approximately 30% of the plan area is planned for park and open spaces use, which is equivalent to 28 acres of park and open space per 1,000 residents. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife movement corridors, and can function to improve the interface between uses.

Maps. Maps showing the region and local area where the District is located, as well as the boundaries of the District follow.



PROPOSED BOUNDARY MAP
CITY OF ROSEVILLE
CREEKVIEW PHASE 5
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
BEING A PORTION OF SECTION 14, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS ____ DAY OF ____ 2025.

CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____, 2025 BY ITS RESOLUTION NO. ____.

CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

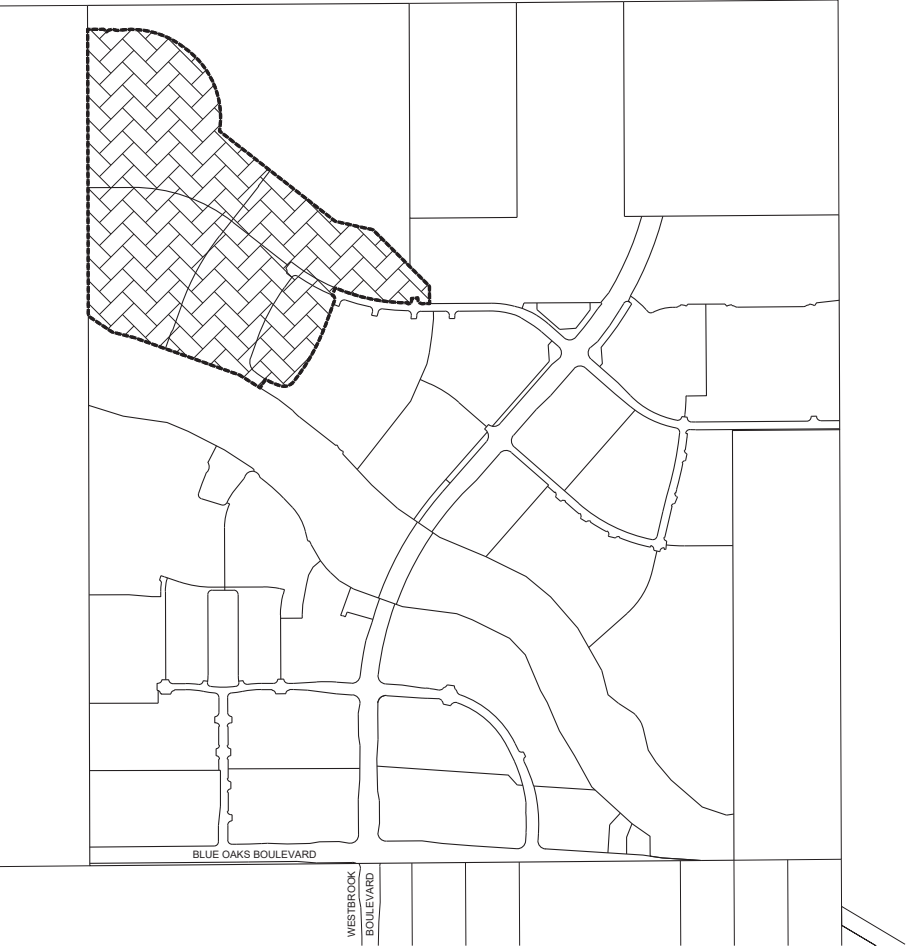
RECORDER'S STATEMENT

FILED THIS ____ DAY OF ____, 2025, AT THE HOUR OF ____ O'CLOCK __ M. IN BOOK ____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER



LEGEND



PROPOSED CFD BOUNDARY AND BOUNDARY
OF PHASE 5 AREA

Mackay & Samps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 775-1189

MAY 2025
SHEET 1 OF 1 18431.CFD

THE DISTRICT



Aerial photo taken October 13, 2025, red outline indicates the proximate boundaries of the District.

The information regarding development of the property contained under this caption has been provided by representatives of the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. See “SPECIAL RISK FACTORS” herein.

The Winding Creek Development

General. Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), is the master developer of the “Winding Creek” project (herein, the “**Winding Creek Development**”), located north of Blue Oaks Boulevard and west of the Fiddymont Farm development, within the Creekview Specific Plan in the northwest part of the City. The Master Developer has entitled the Winding Creek Project for sale to merchant builders. See “THE CREEKVIEW SPECIFIC PLAN” above.

The Winding Creek Development consists of three financing districts:

1. Phase 1 comprises Villages C-10, C-11, C-13, C-14, C-15, C-23, and C-24 and consists of 280 lots (“**Phase 1**”). Phase 2 comprises Villages C-12, C-25, C-16, and C-17 and consists of 264 lots (“**Phase 2**”). Both Phase 1 and Phase 2 are located in Improvement Area No. 1 of the City of Roseville Creekview Community Facilities District No. 1 (Public Facilities) (the

“Prior Phases CFD”) formed in 2019. Bonds for Improvement Area No. 1 of the Prior Phases CFD were issued in September 2020 and December 2021 in the total amount of \$23,405,000. By the end of 2024, all 544 homes in Phase 1 and Phase 2 were built and closed to homeowners by various merchant builders, including K. Hovnanian, Meritage, D.R. Horton, and Richmond American. ***This information is provided for background only; the property in Phase 1 and Phase 2 do not serve as security for the 2025 Bonds.***

2. Phase 3 comprises Villages C-5, C-9, C-21, and C-22 and consists of 330 lots (**“Phase 3”**). Phase 4 comprises Villages C-6, C-7, C-8, and C-20 and consists of 231 lots (**“Phase 4”**). Both Phase 3 and Phase 4 are located in Improvement Area No. 2 of the Prior Phases CFD. Bonds for Improvement Area No. 2 of the Prior Phases CFD were issued in July 2023 and December 2024 in the total amount of \$28,105,000. Home building and sales on the 561 lots in Improvement Area No. 2 are underway and being carried out by various merchant builders, including Lennar Homes, Woodside, D.R. Horton, Meritage, Beazer, and Tri Pointe. ***This information is provided for background only; the property in Phase 3 and Phase 4 do not serve as security for the 2025 Bonds.***

3. Phase 5 comprises Villages C-1, C-2, C-3, and C-4 and consist of 285 lots. Phase 5 is located in the District. The property in Phase 5 is security for the 2025 Bonds, and is further described below.

Development of Phase 5

Backbone Infrastructure. The Master Developer has constructed substantially all of the backbone and in-tract infrastructure necessary for home development in the District.

Final Map Status. Land within the District represents Phase 5 of the project and is mapped for 285 single-family residential units, as shown in the table below:

**Phase 5 Final Map Status
As of October 10, 2025**

Village	Date of Final Map Recorded	Number of Lots
C-1	July 29, 2025	94 Lots
C-2	July 29, 2025	52 Lots
C-3	July 29, 2025	78 Lots
C-4	July 29, 2025	<u>61 Lots</u>
		285

Pending Sales to Merchant Builders. Of the planned 285 taxable lots in the District, all 285 are under contract to the Expected Phase 5 Merchant Builders (as defined below):

Taylor Morrison. The Master Developer entered into a Purchase and Sale Agreement (the “**Taylor Morrison PSA**”) with Taylor Morrison of California, LLC, a California limited liability company (“**Taylor Morrison**”), for the purchase of the 146 lots in Village C-1 and Village C-2. The terms and conditions of the Taylor Morrison PSA provide, in general, as follows:

- Taylor Morrison had until a certain date to perform due diligence on the lots, after which time a deposit in the amount of 10% of the purchase price became non-refundable. The due diligence period for Taylor Morrison for Village C-1 expired on September 26, 2025, and its due diligence has been completed. The due diligence period for Taylor Morrison for Village C-2 expired on August 22, 2025, and its due diligence has been completed.
- The Master Developer must deliver the applicable lots in “finished lot” condition (meaning the final map has been recorded and the lots are graded with utilities stubbed to the lot line ready for service upon completion of the single-family residence). The Master Developer anticipates that all of the lots in Village C-1 and Village C-2 will be in finished lot condition ready for conveyance to Taylor Morrison on December 9, 2025.

Tri Pointe. The Master Developer entered into a Purchase and Sale Agreement (the “**Tri Pointe PSA**”) with Tri Pointe Homes Holdings, Inc., a Delaware corporation (“**Tri Pointe**” and together with Taylor Morrison, the “**Expected Phase 5 Merchant Builders**”), for the purchase of the 139 lots in Village C-3 and Village C-4. The terms and conditions of the Tri Pointe PSA provide, in general, as follows

- Tri Pointe has until a certain date to perform due diligence on the lots, after which time a deposit in the amount of 10% of the purchase price becomes non-refundable. The due diligence period for Tri Pointe for Village C-3 expired on September 2, 2025, and its due diligence has been completed.

The due diligence period for Tri Pointe for Village C-4 was approved on October 27, 2025.

- The Master Developer must deliver the applicable lots in “finished lot” condition (meaning the final map has been recorded and the lots are graded with utilities stubbed to the lot line ready for service upon completion of the single-family residence). The Master Developer anticipates that all of the lots in Village C-3 and Village C-4 will be in finished lot condition ready for conveyance to Tri Pointe in December 2025.

A summary of the Expected Phase 5 Merchant Builders by Village is shown in the table below.

Table 1
Phase 5 Expected Merchant Builders by Village
(as of October 10, 2025)

Phase	Village	Number of Lots	Expected Developer	Lot Size (SF)	Feasibility Expiration	Expected Closing Date
5	C-1	94	Taylor Morrison	6,000	Approved	12/9/25
5	C-2	52	Taylor Morrison	5,500	Approved	12/9/25
5	C-3	78	Tri Pointe Homes	5,000	Approved	12/11/25
5	C-4	61	Tri Pointe Homes	4,500	Approved	12/11/25
		285				

Source: Master Developer.

The Master Developer understands that Taylor Morrison plans to build out the units in Village C-1 and Village C-2 with four (4) floor plans, and the homes are anticipated to have a square feet range of approximately 2,262 to 3,779 square feet and estimated base prices of \$725,000 to \$895,000. If Taylor Morrison acquires the lots as anticipated, and construction of production homes commences thereafter, the first home closings would likely occur in the Summer of 2026.

The Master Developer understands that Tri Pointe plans to build out the units in Village C-3 and Village C-4 with four (4) floor plans, and the homes are anticipated to have a square feet range of approximately 2,261 to 2,564 square feet and estimated base prices of \$660,000 to \$695,000. If Tri Pointe acquires the lots as anticipated, and construction of production homes commences thereafter, the first home closings would likely occur in the Summer of 2026.

As of October 10, 2025, the Expected Phase 5 Merchant Builders have not closed on these lots, and there is no guarantee that these lots will be sold and closed to the Expected Phase 5 Merchant Builders or that, if the lots are sold and closed to the Expected Phase 5 Merchant Builders that such Expected Phase 5 Merchant Builders will complete homes on the lots and sell the lots to individual homeowners in the configuration or on the timeline described in this Official Statement or at all.

Development Agreement

General. The City entered into a Development Agreement, dated October 3, 2012, and First Amendment to Development Agreement, dated November 6, 2019 (collectively, the “**Development Agreement**”) with certain entities and individuals to which the Master Developer has subsequently succeeded with respect to the land being developed by the Master Developer

in the District. The Development Agreement's purpose is to vest development rights, set forth infrastructure improvements and dedication requirements, secure the timing and methods for financing improvements, and specify other performance obligations as related to development in the Creekview Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement, as well as the Creekview Specific Plan. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City's Zoning Ordinance No. 3014.

The Development Agreement is the primary implementation tool for the Creekview Specific Plan and creates a binding contract between the City and the parties thereto, and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the Creekview Specific Plan entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties.

The Development Agreement expires on April 25, 2043, which is 30 years following the annexation of portions of the Creekview Specific Plan into the City. The Development Agreement runs with the property, and may be modified only by mutual consent of the parties, and in a manner consistent with the Creekview Specific Plan. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

The Development Agreement requires satisfaction of various items as conditions of development of the Winding Creek Development, including dedication of a site for an electric substation; acceptance of the site by the City is expected in 2026.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 06061C-0920H, with an effective date of November 2, 2018), the property in the District is located within Flood Zone X, described as areas of minimal flooding (outside of the 100- and 500-year floodplains).

Wetland Conditions. According to the City's planning department, some jurisdictional wetlands will be affected by the development of the project; however the impact has been mitigated by the Master Developer. No additional environmental permits are required to be obtained.

Seismic Conditions. The property in the District is not located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972, and is not located in a liquefaction zone.

Wildfire Zone. Property in the District is within an area of moderate concern, as designated by CAL-FIRE.

Utilities. It is expected that utility service for the property in the District will be provided by the following entities:

<u>Utility</u>	<u>Provider</u>
Water/Sewer	City of Roseville
Electricity	City of Roseville
Data/Phone	Comcast/AT&T/Wave Broadband

THE MASTER DEVELOPER

The information regarding the development of the property contained under this caption has been provided by the Master Developer, and has not been independently confirmed or verified by the Underwriter or the City. Neither the Underwriter nor the City makes any representation as to the accuracy or adequacy of the information contained under this caption. There may be material adverse changes in this information after the date of this Official Statement. Neither the 2025 Bonds nor the Special Taxes securing the 2025 Bonds are personal obligations of the Master Developer, any affiliate of the Master Developer, or any other subsequent property owners within the District (including the Phase 5 Expected Merchant Builders), and, in the event that any property owner defaults in the payment of its Special Taxes, the District may proceed with judicial foreclosure of the delinquent land within the District securing the 2025 Bonds, but has no direct recourse to any other assets of the Master Developer or any property owner or any affiliate thereof. See "SPECIAL RISK FACTORS" herein.

General

Ownership Structure of Master Developer. The Master Developer is a Washington limited partnership with its primary development executive team having both regional and national development experience in residential, commercial, and municipal projects. Its general partner is Anthem United Creekview Management LLC, a Washington limited liability company ("**Anthem United**"), and its limited partners are: (1) Anthem United Homes, Inc. ("**Anthem United Homes**"), (2) Granite Bay Development LP, and (3) Sherwood Developments, LLC.

General Partner. Anthem United is owned in full by Anthem Properties Group, Inc., a Washington corporation ("**Anthem Properties**"). Anthem Properties, together with its affiliates, including Anthem United Homes, is a land development and homebuilding company operating across western North America (Canada and the United States). Anthem United is currently involved with building approximately 14,600 homes in more than 60 communities across more than 5,000 acres of land. Headquartered in Vancouver BC, it also has offices in Calgary and Edmonton AB, and Roseville, California. Anthem United, as the general partner of the Master Developer, has full managerial control of the Master Developer.

Limited Partners. Anthem United Homes is a privately held affiliate of Anthem United responsible primarily for home-building operations undertaken by Anthem United entities. Its President is Eric Carlson. Granite Bay Development LP is a privately held affiliate of Anthem United. Eric Carlson is also its President. Sherwood Developments, LLC is privately held, and owned by Cameron Taylor. Its President is Cameron Taylor.

Relevant Experience of Master Developer and Affiliates. Examples of some of the Master Developer's (or its affiliate's) other projects include the following:

- Natomas Meadows (Sacramento) – 630 single family detached finished lots, all of which were sold to D.R. Horton, Lennar Homes, Carson, and Woodside.
- Promenade (West Sacramento) – 222 single family detached finished lots, all of which were sold to Anthem United Homes.
- Fiddymont Ranch (Roseville) - 419 single family detached finished lots, all of which were sold to JMC Homes and Taylor Morrison.

Master Developer Financing Plan

Estimated Cost of the Improvements. Total site improvement and backbone improvement costs (the “**Improvements**”) for the land in the Prior Phases CFD and the District are projected to be approximately \$149 million. As of October 1, 2025, the Master Developer has expended over \$148 million dollars on such Improvements.

Funding Sources. The Master Developer intends to use the following sources of funds to finance the Improvements for the Winding Creek Development:

- Equity from the partner-entities comprising the Master Developer (see “– General,” above, for more information about these entities).
- Draws on a future revolving construction loan (see “– *Revolving Construction Loan*” below).
- Sales of lots in the development to merchant builders and other developers.
- Proceeds of the 2025 Bonds and bonds issued for the Prior Phases CFD.
- Pay-as-you-go Special Taxes available to the Master Developer under the Acquisition Agreement and the acquisition agreement executed in connection with the Prior Phases CFD (see “– *Acquisition Agreement*” below).

Revolving Construction Loan. The Master Developer has a \$71,579,245 revolving credit line (the “**Credit Line**”) with GCAM Winding Creek, LLC, a subsidiary of Gibraltar Real Estate Capital, LLC. The Credit Line is specifically for development of Phase 4 (i.e., the property in Improvement Area No. 2 of the Prior Phases CFD) and Phase 5, and is secured by a deed of trust on the secured property, including the property in Phase 5. As property is sold to the Expected Phase 5 Merchant Builders, payment will be made on the Credit Line to release the lien of the deed of trust. The Credit Line had an original maturity date of March 31, 2025, but the date was extended by the contractually provided 12-month extension. The new maturity date is March 31, 2026. As of October 10, 2025, the Credit Line has an outstanding balance of approximately \$28 million and is in good standing.

Cash Flow Statement

The following table shows the estimated uses by the Master Developer to the development of the land within the Prior Phases CFD and the District.

Table 2
Master Developer's Proposed Financing Plan
As of October 1, 2025

Area	Improvement	Estimated Total Cost	Costs Spent as of 10/1/25	% of Completion	Remaining Costs
Phases 1-4	Backbone Infrastructure	\$61,391,697	\$61,391,697	100%	\$0
	In-Tract Improvements	67,793,414	67,793,414	100%	0
	Total Phase 1-4	\$129,185,111	\$129,185,111	100%	\$0
Phase 5	Backbone Infrastructure	\$0	\$0		\$0
	In-Tract Improvements	20,215,897	18,946,597	93.7%	1,269,300
	Total Phase 5	\$20,215,897	\$18,946,597	93.7%	\$1,269,300

The remaining Phase 5 costs represent the estimated cost to complete streetlights and Roseville Electric transformers.

Notwithstanding the belief of the Master Developer that it will have sufficient funds to complete its planned development, no assurance can be given that sources of financing available to the Master Developer will be sufficient to complete such development as currently anticipated. While the Master Developer has made internal financing available in the past for similar activities, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Master Developer nor any of its affiliates has any legal obligation of any kind to make any such funds available or to obtain loans or lines of credit. If and to the extent that internal financing, loan proceeds, lines of credit, or bond proceeds are inadequate to pay the costs to complete the Master Developer's planned development, there could be a shortfall in the funds required to complete such proposed development and portions of such development might not be completed.

Acquisition Agreement. In connection with the formation of the District, the City and the Master Developer will enter into a Funding, Construction and Acquisition Agreement for Phase 5 Community Facilities District No. 1 (Public Facilities) (the "**Acquisition Agreement**") which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements, and the City, upon completion of construction and acceptance (or through progress payments prior to completion and acceptance of the entire Improvement), will purchase the Improvements or reimburse the Master Developer for expended amounts from the proceeds of the 2025 Bonds and/or Special Taxes on a pay-as-you-go basis (and from the proceeds of bonds issued in the Prior Phases CFD). The Master Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds and Special Taxes (and bonds and special taxes from the Prior Phases CFD).

The Rate and Method provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from Bond proceeds (if such proceeds are

not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City contemplates utilizing this funding mechanism during the time the 2025 Bonds are outstanding. Additionally, after the final maturity date of the 2025 Bonds and any additional bonds issued to reimburse developers for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the "Development Impact Fee Deferral" (as defined in the Rate and Method) which levy may secure future bonds issued after payment in full of the 2025 Bonds.

VALUE OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. In order to obtain a more accurate estimate of the value of land in the District, the City ordered preparation of an appraisal report (the “**Appraisal**”), of the estimated value of certain taxable land within the District as of an October 1, 2025 date of value. The Appraisal was prepared by Integra Realty Resources, Sacramento, California (the “**Appraiser**”). The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, conditions and qualifications which are set forth in the Appraisal.

The appraised properties consist of all of the taxable property in the initial boundary of the District, which is owned by the Master Developer and final mapped for development into 285 taxable single family residential parcels. All of the lots are under contract to be sold to the Expected Phase 5 Merchant Builders as described herein.

Value Estimate. The Appraisal sets forth a value of taxable property currently in the District of \$62,544,000, as of October 1, 2025. The appraised value assumes completion of the Improvements funded by the 2025 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax on the value of the property. In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value.

Hypothetical Condition. The estimate of appraised value is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2025 Bonds are available to reimburse for certain improvements already completed.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. For example, the Appraiser has assumed that there is no adverse soil conditions, toxic substances or other environmental hazards that would interfere or inhibit development of the appraised property. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See “APPENDIX B – THE APPRAISAL.”

Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser’s review of recent sales transactions for similar properties and its analysis of supply and demand in the local land market, the Appraiser’s opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser's opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months or less.

No assurance can be given that a sale of the property in bulk through foreclosure could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2025 Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "–Overlapping Liens and Priority of Lien" below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

General. In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Master Developer and subsequent merchant homebuilders, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Value to Lien Ratios by Development Status. The following table sets forth maximum Special Taxes for Fiscal Year 2026-27, allocable debt, and value to lien ratios by development status in the District, based on the assumptions detailed therein.

Table 3
Value to Lien Ratios by Development Status
Projected Fiscal Year 2026-27 Special Tax Levy
CFD Debt Allocated by Maximum Special Tax
As of October 7, 2025

Development Status	Planned Units	Estimated 2026-27 Effective Tax Rate Evaluation Maximum Facilities Revenue ⁽¹⁾	Estimated 2026-27 Facilities Special Tax Levy ⁽²⁾	Appraised Value ⁽³⁾	Share of CFD Bonds ⁽⁴⁾	Overlapping Debt	Appraised Value to Lien ⁽⁵⁾	Appraised / Overlapping Debt Value to Lien ⁽⁵⁾
Developed Parcels:								
Building Permits	0	\$0	\$0	\$0	\$0	\$0	0.00:1	0.00:1
Final Map Lots	<u>285</u>	<u>1,204,679</u>	<u>1,204,679</u>	<u>62,544,000</u>	<u>15,340,000</u>	<u>171,355</u>	<u>4.08:1</u>	<u>4.03:1</u>
Totals:	285	\$1,204,679	\$1,204,679	\$62,544,000	\$15,340,000	\$171,355	4.08:1	4.03:1

(1) Increases by 2% each Fiscal Year.

(2) Actual levy not yet determined.

(3) Appraised value amounts provided by the Appraiser.

(4) Allocated based on the projected Fiscal Year 2026-27 Facilities Special Tax levy.

(5) Value to lien ratio is for the CFD Bonds.

Source: Integra Realty Resources, EPS.

Value to Lien Ratios by Village and Developer. The following table sets forth maximum Special Taxes for Fiscal Year 2026-27, allocable debt, and value to lien ratios by village in the District, based on the assumptions detailed therein.

Table 4
Value to Lien Ratios by Development Status
Projected Fiscal Year 2026-27 Special Tax Levy
CFD Debt Allocated by Maximum Special Tax
As of October 7, 2025

Village	Planned Units	Estimated 2026-27 Effective Tax Rate Evaluation Maximum Facilities Revenue ⁽¹⁾	Estimated 2026-27 Facilities Special Tax Levy ⁽²⁾	Appraised Value ⁽³⁾	Share of CFD Bonds ⁽⁴⁾	Overlapping Debt	Appraised Value to Lien ⁽⁵⁾	Appraised / Overlapping Debt Value to Lien ⁽⁵⁾
C-1 - Anthem United Creekview Developments Limited	94	\$410,750	\$410,750	\$22,090,000	\$5,230,358	\$62,989	4.22:1	4.17:1
C-2 - Anthem United Creekview Developments Limited	52	221,813	221,813	11,908,000	2,824,500	32,235	4.22:1	4.17:1
C-3 - Anthem United Creekview Developments Limited	78	324,605	324,605	16,224,000	4,133,414	45,067	3.93:1	3.88:1
C-4 - Anthem United Creekview Developments Limited	<u>61</u>	<u>247,511</u>	<u>247,511</u>	<u>12,322,000</u>	<u>3,151,728</u>	<u>31,064</u>	<u>3.91:1</u>	<u>3.87:1</u>
Totals:	285	\$1,204,679	\$1,204,679	\$62,544,000	\$15,340,000	\$171,355	4.08:1	4.03:1

(1) Increases by 2% each Fiscal Year.

(2) Actual levy not yet determined.

(3) Appraised value amounts provided by the Appraiser.

(4) Allocated based on the projected Fiscal Year 2026-27 Facilities Special Tax levy.

(5) Value to lien ratio is for the CFD Bonds.

Source: Integra Realty Resources, EPS.

Stratification of Value to Lien Ratios. The following table sets forth ranges of value to lien ratios, appraised values, maximum Special Taxes for Fiscal Year 2026-27, and allocable debt in the District, based on the assumptions detailed therein.

Table 5
Summary Value to Lien Ratios by Range
Projected Fiscal Year 2026-27 Special Tax Levy
CFD Debt Allocated by Maximum Special Tax

Appraised / Overlapping Debt Value to Lien Ranges	Planned Units	Estimated 2026-27 Effective Tax Rate Evaluation Maximum Facilities Revenue ⁽¹⁾	Estimated 2026-27 Facilities Special Tax Levy ⁽²⁾	Appraised Value ⁽³⁾	Share of CFD Bonds ⁽⁴⁾	Overlapping Debt	Average Appraised Value to Lien ⁽⁵⁾	Average Appraised / Overlapping Debt Value to Lien ⁽⁵⁾
<3.00	0	\$0	\$0	\$0	\$0	\$0	0.00:1	0.00:1
3.00 to 4.00	139	572,116	572,116	28,546,000	7,285,142	76,131	3.92:1	3.88:1
Greater than 4	146	632,563	632,563	33,998,000	8,054,858	95,224	4.22:1	4.17:1
Totals:	285	\$1,204,679	\$1,204,679	\$62,544,000	\$15,340,000	\$171,355	4.08:1	4.03:1

(1) Increases by 2% each Fiscal Year.

(2) Actual levy to be determined.

(3) Appraised value amounts provided by the Appraiser.

(4) Allocated based on the projected Fiscal Year 2026-27 Facilities Special Tax levy.

(5) Value to lien ratio is for the CFD Bonds.

Source: *Integra Realty Resources, EPS.*

Special Tax Collections and Delinquencies

Fiscal Year 2026-27 will be the first year in which the Special Tax is levied in the District.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping tax and assessment debt payable with respect to property within the District. This table is taken from information prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in the District is also subject to special taxes authorized to be levied on behalf of the City's Creekview Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property.

Table 6
Summary of Overlapping Debt
As of November 1, 2025

2025-26 Assessed Valuation: \$8,058,919

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 11/1/25
Sierra Joint Community College District SFID No. 4 General Obligation Bonds	0.008%	\$ 14,474
Roseville Joint Union High School District General Obligation Bonds	0.018	16,159
Roseville Joint Union High School District SFID No. 1 General Obligation Bonds	0.124	139,330
Roseville City School District General Obligation Bonds	0.030	1,392
City of Roseville Creekview Community Facilities District No. 1, Phase 5	100.000	0 ⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$171,355
 OVERLAPPING GENERAL FUND DEBT:		
Placer County Certificates of Participation	0.007%	\$ 5,014
Roseville Joint Union High School District Certificates of Participation	0.018	10,404
Roseville City School District General Fund Obligations	0.030	1,541
Placer Mosquito and Vector Control District Certificates of Participation	0.007	66
City of Roseville Certificates of Participation	0.023	<u>2,629</u>
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$19,654
 COMBINED TOTAL DEBT		\$191,009 ⁽²⁾
 Ratios to 2025-26 Assessed Valuation:		
Direct Debt (\$0).....	0.00%	
Total Direct and Overlapping Tax and Assessment Debt	2.13%	
Combined Total Debt	2.37%	

(1) Excludes the 2025 Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and non-bonded capital lease obligations.

Sources: California Municipal Statistics, Inc.

There can be no assurance that the Master Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Master Developer.

Private liens, such as deeds of trust securing loans obtained by the Master Developer or merchant builders, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Estimated Overall Tax Burden

The following table shows the estimated overall tax burden for representative single-family residential homes in the District, for Fiscal Year 2026-27.

Table 7
Estimated Overall Tax Burden

Item	Assumptions	Low Density Residential (60 foot lot)	Low Density Residential (55 foot lot)	Low Density Residential (50 foot lot)	Low Density Residential (40 foot lot)
Estimated Home Value ⁽¹⁾		\$875,000	\$850,000	\$825,000	\$735,000
Homeowners' Exemption		(\$7,000)	(\$7,000)	(\$7,000)	(\$7,000)
Assessed Value		\$868,000	\$843,000	\$818,000	\$728,000
Property Taxes (FY 2025-26) ⁽²⁾					
Proposition 13 Property Tax	1.000000%	\$8,680	\$8,430	\$8,180	\$7,280
Sierra College	0.005316%	\$46	\$45	\$43	\$39
Roseville City School District	0.008669%	\$75	\$73	\$71	\$63
Roseville JUHSD	0.059509%	\$517	\$502	\$487	\$433
Property Tax Totals	1.073494%	\$9,318	\$9,050	\$8,781	\$7,815
Direct Charges ⁽³⁾					
Creekview Phase 5 CFD No. 1		\$4,284	\$4,182	\$4,080	\$3,978
Creekview CFD No. 2		\$611	\$611	\$611	\$611
Roseville CFD No. 3		\$571	\$571	\$571	\$571
Placer Mosquito & Vector Control		\$35	\$35	\$35	\$35
Total Direct Charges		\$5,501	\$5,399	\$5,297	\$5,195
Total Property Taxes and Direct Charges		\$14,819	\$14,449	\$14,078	\$13,010
Overall Tax Burden		1.69%	1.70%	1.71%	1.77%

(1) Provided by DPFG (Developer consultant).

(2) Ad valorem taxes for TRA 005-073 for FY 2025-26.

(3) Provided by the City and EPS. Direct charges are for FY 2025-26.

Source: EPS.

SPECIAL RISK FACTORS

The purchase of the 2025 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2025 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2025 Reserve Account of the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2025 Bonds. The 2025 Bonds are not general obligations of the City but are limited obligations of the City, payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the 2025 Reserve Account of the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.” Any tax for the payment of the 2025 Bonds will be limited to the Special Tax to be collected within the District.

Concentration of Ownership

Land in the District is currently owned by the Master Developer. No assurance can be given that any subsequent merchant builders will complete homes on the lots that they purchase and sell the lots to individual homeowners on the timeline projected in this Official Statement or at all.

Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2025 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of any of the Master Developer or any subsequent merchant builders or any other future owner of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of amounts in the 2025 Reserve Account of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to timely pay debt service on the 2025 Bonds. In that event, there could be a delay or failure in payments on the 2025 Bonds. See “– Bankruptcy and Foreclosure Delays” below and “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of certain taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). Some of the improvements to be financed by the 2025 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion of the Appraiser as of the indicated date of value. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of the taxable property within the District is a critical factor in determining the investment quality of the 2025 Bonds. If a property owner defaults in the payment of the Special Tax, the City may bring an action to foreclose on the delinquent property in an attempt to obtain funds with which to pay debt service on the 2025 Bonds. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within the District as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the City nor the Underwriter has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the City is issuing the 2025 Bonds without regard to any such evaluation. Thus, the issuance of the 2025 Bonds in no way implies that the City or the Underwriter has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2025 Bonds should it be necessary for the City to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2025 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See “VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios.” No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the 2025 Bonds, prospective purchasers should evaluate the risks of noncompletion.

Neither the Master Developer nor the City provide any assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with development in the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the land in the District is not in a high-risk area (or a special fire hazard severity zone) for wildfires, landslides, floods, or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in the District, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery ("**ASR**"). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in the District would not result in decreased values.

The City indicates it has adequate surface water and groundwater supplies to satisfy the planned development of property in the District in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Creekview property in restricting development activity. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

Wildfires. In recent years, wildfires have caused extensive damage throughout the State, including within the County. Certain of these fires have burned thousands of acres and destroyed hundreds and in some cases thousands of homes. In some instances entire neighborhoods have been destroyed. Several fires in recent years damaged or destroyed property in areas that were not previously considered to be at risk from such events. In 2023, as in several prior years, for example, devastating wildfires burned in various communities in the State, causing wide-spread damage. In 2025, communities in Los Angeles County, including Pacific Palisades (Palisades Fire), Malibu and Altadena (Eaton Fire), experienced widespread devastation from wildfires causing losses of life, thousands of burned homes, and billions of dollars in property damage.

On January 16, 2025, Governor Gavin Newsom issued Executive Order N-10-25 (the "**Governor's Order**") which canceled penalties, costs and interest on overdue property taxes (including special taxes) within certain ZIP codes affected by the Palisades and Eaton Fires during calendar year 2025. This will likely cause a delay in the payment of property taxes, including special taxes, by certain property owners in any community facilities district affected by the Governor's Order. Unless the majority of property owners within any such community facilities district pay their special taxes voluntarily or have mortgage impound accounts, it is likely that the community facilities districts will need to draw upon a reserve fund to make debt service payments on outstanding bonds prior to the expiration of the Governor's Order and it is possible that outstanding bonds will experience a payment default. In the event of a major fire or other natural disaster affecting the

District a similar order affecting the District could impact the debt service payments for the 2025 Bonds.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Mortgage Interest Rates

Most of the purchasers of the homes within the District will finance their acquisitions with mortgages. As such, increased interest rates, decreased availability of mortgage financing or of certain mortgage programs, higher down payment requirements, or increased monthly mortgage costs could have a negative impact on the estimated absorption rates of homes in the District. Further, a combination of higher mortgage rates, delays in construction stemming from delays in the supply chain, homebuyers' inability to sell their existing homes and adverse changes in local, regional or national economic conditions, among other factors, could contribute to an increase in rate of home order cancellations. An increase in the level of such cancellations could similarly have a negative impact on the estimated absorption rates of homes in the District.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2025 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2025 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2025 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2025 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could

result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below. There is currently no history of tax levies in the District.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2025 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the 2025 Reserve Account of the Reserve Fund is depleted. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

Other laws generally affecting creditors’ rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See “– FDIC/Federal Government Interests in Properties” below.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.”

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and

assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("FNMA") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2025 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2025 Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the 2025 Reserve Account of the Reserve Fund established for the 2025 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2025 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2025 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2025 Reserve Account of the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2025 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2025 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative

expenses” of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court’s ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit’s holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the “Bankruptcy Reform Act”) passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code’s automatic stay provisions, “the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition” by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as “administrative expenses,” rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post-petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within the District who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as “administrative expenses” of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes

since they were not expressly mentioned or provided for in this section, nor defined to be included within the term “*ad valorem* taxes.”

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Creekview Community Facilities District No. 2 (Public Services) and the City’s Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See “VALUE OF PROPERTY WITHIN THE DISTRICT – Estimated Tax Burden on Single Family Home.”

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2025 Bonds. The principal of and interest on the 2025 Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. This includes PACE assessments which homeowners can request be placed on their home for financing energy improvements. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such private loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2025 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2025 Reserve Account of the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2025 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2025 Bonds. If funds in the 2025 Reserve Account of the Reserve Fund for the 2025 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2025 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2025 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2025 Bonds do not contain a provision allowing for the acceleration of the 2025 Bonds in the event of a payment default or other default under the terms of the 2025 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2025 Bond holder is given the right for the equal benefit and protection of all 2025 Bond holders similarly situated to pursue certain remedies. So long as the 2025 Bonds are in book-entry form, DTC will be the sole 2025 Bond holder and will be entitled to exercise all rights and remedies of 2025 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State’s constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See “–Property Values and Property Development – Land Development” above. See also “–Voter Initiatives” below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2025 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIII C and XIII D to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The levy of the Special Taxes and the issuance of special tax bonds of the City for the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the 2025 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district....") and Article XIII C, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election held for the District.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax...."

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not

consider the facts presented by the District and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Rate and Method and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax.

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. Pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City, or the administration of the 2025 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2025 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within the District, including the Master Developer, merchant builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as “**Proposition 13**,” provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of “full cash value,” which is defined as the County Assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2025 Bonds to annually provide certain financial information and operating data relating to the District (the “**City Annual Report**”) by not later than each April 1 following the City’s fiscal year end, commencing with its report for the 2024-25 fiscal year (provided, the annual report for Fiscal Year 2024-25 (due April 1, 2026) shall be satisfied by posting the City’s audited financial statements as the Annual Report) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of material events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the

Underwriters in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the “**Rule**”). The specific nature of the information to be contained in the Annual Report or the notices of material events by the City is summarized in “APPENDIX E — Form of Continuing Disclosure Certificate.”

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

- (1) The Annual Report for Fiscal Year 2019-20 for one series of the City’s outstanding bonds did not initially fulfill all content requirements; a remedial filing was done approximately 3 months later.
- (2) For its Annual Report for Fiscal Year 2021-22, 2022-23 and 2023-24, while the City filed unaudited financial statements and then its audited financial statements when available, the unaudited financial statements were not timely filed with respect to certain bond issues.

The City believes it has made corrective filings to address the known instances during the last five years of past delayed or failure to file annual reports, omissions of required information and/or rating changes to be filed under its prior continuing disclosure undertakings.

The Master Developer

The Master Developer has voluntarily covenanted for the benefit of owners of the 2025 Bonds to provide certain information and operating data relating to the property owned by the Master Developer or its affiliates in the District by not later than June 1st and December 1st of each year, beginning with the report due June 1, 2026, and to provide notices of the occurrence of certain enumerated events. The obligation of the Master Developer to provide such information is in effect until such time as the Master Developer or its affiliates collectively own 55 or less residential lots in the District. The form of the continuing disclosure undertaking of the Master Developer is set forth in Appendix E (the “**Master Developer Undertaking**”). Similarly for the 146 lots under contract for purchase by Taylor Morrison and the 139 lots under contract for purchase by TriPointe, upon completion of such sales, a continuing disclosure obligation will be applicable to the purchaser until such time as such purchaser owns 55 or less residential lots in the District.

The Expected Phase 5 Merchant Builders are expected to acquire all of the property in the District from the Master Developer in December, 2025. As each sale closes, the Expected Phase 5 Merchant Builder will execute an assumption agreement (in the form of Attachment 1 to the Master Developer Undertaking) whereby the Expected Phase 5 Merchant Builder will assume the obligations to provide continuing disclosure and notices of listed events for the property acquired, and the Master Developer’s obligations with respect to the property conveyed will terminate.

Neither the Master Developer nor affiliates of the Master Developer through common control have failed to comply with continuing disclosure obligations entered into in California during the last five years.

UNDERWRITING

The 2025 Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the “**Underwriter**”). The Underwriter agreed to purchase the 2025 Bonds at a price of \$15,354,787.92, which is the principal amount thereof (\$15,340,000.00) plus original issue premium of \$195,100.10 and less Underwriter’s discount of \$180,312.18. The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2025 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

Fieldman, Rolapp & Associates, Inc. has acted as Municipal Advisor to the City in conjunction with the issuance of the 2025 Bonds. The Municipal Advisor has assisted in matters related to the planning, structuring, execution, and delivery of the 2025 Bonds. The Municipal Advisor will receive compensation contingent upon the sale and delivery of the 2025 Bonds. The Municipal Advisor has not audited, authenticated, or otherwise independently verified the information set forth in this Official Statement, or any other related information available, with respect to accuracy and completeness of disclosure of such information. Because of this limited participation, the Municipal Advisor makes no guaranty, warranty, or other representation with respect to the accuracy or completeness of this Official Statement, or any other matter related to this Official Statement.

LEGAL OPINION

The validity of the 2025 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall LLP, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2025 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2025 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall LLP, San Mateo, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2025 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2025 Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2025 Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2025 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2025 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of

California personal income taxes. If the initial offering price to the public at which a 2025 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2025 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2025 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2025 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2025 Bonds who purchase the 2025 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2025 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2025 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2025 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2025 Bond (said term being the shorter of the 2025 Bond’s maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2025 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2025 Bond is amortized each year over the term to maturity of the 2025 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2025 Bond premium is not deductible for federal income tax purposes. Owners of premium 2025 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2025 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2025 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2025 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2025 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2025 Bonds, or as to the consequences of owning or receiving interest on the 2025 Bonds, as of any future date. Prospective purchasers of the 2025 Bonds should consult their own

tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2025 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2025 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2025 Bonds, the ownership, sale or disposition of the 2025 Bonds, or the amount, accrual or receipt of interest on the 2025 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2025 Bonds and does not contemplate applying for a rating.

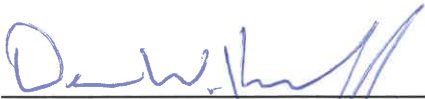
NO LITIGATION

At the time of delivery of and payment for the 2025 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2025 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2025 Bonds, or in any way contesting or affecting the validity or enforceability of the 2025 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2025 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council of the City, as the legislative body of the District.

CITY OF ROSEVILLE

By: 
Dennis Kauffman
Assistant City Manager/
Chief Financial Officer

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APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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EXHIBIT A

City of Roseville
Creekview Phase 5 Community Facilities District No. 1
(Public Facilities)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND
MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

“Acre” or **“Acreage”** means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable final map or other Development Plan.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 and following of the California Government Code.

“Administrative Expenses” means the actual or reasonably estimated costs related to the administration of the CFD, including, but not limited to, these:

- a. Costs of computing Special Taxes and preparing annual Special Tax collection schedules (whether by the City or any designee thereof or both).
- b. Costs of collecting the Special Taxes (whether by the County, the City, or otherwise).
- c. Costs of remitting the Special Taxes to the Trustee.
- d. Costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Bond Indenture.
- e. Costs to the City, CFD, or any designee thereof, of complying with arbitrage rebate requirements.
- f. Costs to the City, CFD, or any designee thereof, of complying with City, CFD, or obligated persons disclosure requirements.
- g. Costs associated with preparing Special Tax disclosure statements.

- h. Costs incurred in responding to public inquiries regarding the Special Taxes.
- i. Costs to the City, CFD, or designee thereof related to any appeal of the Special Taxes.
- j. Costs associated with the release of funds from an escrow account, if any.
- k. Costs to the City for the issuance of Bonds authorized by the CFD that are not recovered through the Bond sale proceeds.
- l. Amounts estimated to be advanced or already advanced by the City for any other administrative purposes, including attorney's fees and other costs related to collection of the Special Taxes and commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Administrator” means a City official in the Finance Department, or their designee responsible for determining or overseeing the levy and collection of the Special Taxes.

“Affordable Housing Director” means, at any point in time, the person in the City who serves as head of the department that is in charge of the City's affordable housing program.

“Affordable Unit” means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or his or her designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number, and in the case of Large Lot Parcels remaining before May 1 of the preceding Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

“Annual Facilities Costs” means, for any Fiscal Year, the total of:

- a. Debt Service to be paid from Facilities Special Taxes.
- b. The amount needed to replenish the reserve fund for the Bonds to the level required under the Bond Indenture, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year.
- c. Administrative Expenses for such Fiscal Year.
- d. The amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds, which have occurred in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds, which are expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.

- e. The amount needed to (1) cure any delinquencies in the payment of the Facilities Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Facilities Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Facilities Costs in the current or any previous Fiscal Year.
- f. Authorized Pay-As-You-Go Costs so long as the inclusion of these costs does not increase the Special Tax levy on Undeveloped Property, Large Lot Parcels, Small Lot Tentative Map Parcels, or Final Use Small Lot Parcels.
- g. During the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.
- h. Less any available earnings on any reserve fund or Facilities Special Tax funds, available capitalized interest or any other available revenues of the CFD or the City that may be used to fund Annual Facilities Costs.

“Annual Maintenance Costs” means, for any Fiscal Year, the total of:

- a. Authorized Services costs to be paid from Maintenance Special Taxes.
- b. Administrative Expenses for such Fiscal Year.
- c. The amount needed to (1) cure any delinquencies in the payment of the Maintenance Special Tax in the prior Fiscal Year, to the extent not otherwise included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year, and (2) to fund any foreseeable deficiency in the payment of the Maintenance Special Tax for that Fiscal Year which is expected to occur in such Fiscal Year, to the extent not included in a computation of Annual Maintenance Costs in the current or any previous Fiscal Year.
- d. Less any available earnings on any reserve fund, Maintenance Special Tax funds or any other available revenues of the CFD or the City that may be used to fund Annual Maintenance Costs.

“Anticipated Construction Proceeds” means the amount anticipated to be available through the CFD for acquiring or constructing Authorized Facilities, which is equal to \$21.0 million at formation of the CFD. This amount is increased on July 1 of the current Fiscal Year for the prior calendar year by the average increase in the ENR-CCI.

“Assessor’s Parcel” means a lot or Parcel with an assigned Assessor’s Parcel Number in the maps used by the County Assessor in preparing the tax roll.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

“Assigned Maximum Annual Special Tax” means the maximum Facilities Special Tax or Maintenance Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 3**.

“Authorized Facilities” means those facilities and fees to be financed, as identified in the resolution forming the CFD.

“Authorized Services” means those services authorized to be funded, as defined in the resolution forming the CFD.

“Base Year” means the Fiscal Year beginning July 1, 2024, and ending June 30, 2025.

“Benefit Share” means the Maximum Annual Facilities Special Tax for a Parcel divided by the Maximum Annual Facilities Special Tax Revenue for all Taxable Parcels at their assigned Maximum Annual Facilities Special Tax.

“Bond(s)” means any bond(s) issued by the City for the CFD under the Act secured by Special Taxes and any other debt, as defined in the Act, the City incurs that is secured by Special Taxes to further the CFD’s purposes.

“Bond Indenture(s)” means the indenture(s), resolution(s), fiscal agent agreement(s), or other financing document(s) pursuant to which any Bonds are issued.

“Bond Share” means the share of Outstanding Bonds assigned to a Parcel as specified in **Section 8** hereof.

“Building Permit” means a permit issued by the City for the construction of a Residential Use or Nonresidential Use structure.

“Business Professional” means a Parcel or Parcels zoned to provide for office uses and other uses that are related to and supportive of office uses.

“Capitalized Interest” means funds in any capitalized interest account available to pay interest on Bonds.

“CFD” means Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) of the City of Roseville, Placer County, California.

“Chief Financial Officer” or **“CFO”** means the Chief Financial Officer of the City, or his/her designee.

“City” means the City of Roseville in Placer County, California.

“Community Commercial” means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers, and other retail and service uses.

“Council” means the City Council of the City acting for the CFD under the Act.

“County” means the County of Placer, California.

“Debt Service” means the total annual amount of Bond principal, interest, and the scheduled sinking fund payments of the Bonds in a calendar year.

“Deferral Bonding Period” means the period determined by the City which is after the Initial Bonding Period has ended.

“Developed Parcel” means, in any Fiscal Year:

- a. For Single-Family Parcels: All Parcels for which a Final Small Lot Subdivision Map was recorded before May 1 of the preceding Fiscal Year.
- b. For Multifamily Parcels: All Parcels for which a Building Permit for new construction of a Residential Use structure was issued before May 1 of the preceding Fiscal Year.
- c. For all Nonresidential Use Parcels: All Parcels for which a Building Permit for new construction of a Nonresidential Use structure was issued before May 1 of the preceding Fiscal Year.

Once a Parcel is defined as a Developed Parcel it shall remain as a Developed Parcel.

“Development Agreement” means the Development Agreement By and Between the City of Roseville and Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennet West Roseville, LLC, Decou West Roseville, LLC, Blue Oaks – Roseville, LP, and Chuang relative to the Creekview Specific Plan dated November 28, 2012, and assigned to Anthem United Developments, LP on May 24, 2019, or as may be amended from time to time.

“Development Impact Fee Deferral” means the deferred payment of development impact fees due to the City or the South Placer Regional Transportation Authority (SPRTA) for Developed Parcels, using the approach and amounts identified in the Development Agreement, which may be amended from time to time.

“Development Plan” means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, acreage, square footage, or number of Units that are approved to be developed on Single-Family Parcels, Multifamily Parcels, and Nonresidential Parcels.

“ENR-CCI” means the Engineering News Record—Construction Cost Index for San Francisco in the prior calendar year, as determined on July 1 of the current Fiscal Year.

“Expected Land Use(s)” means, for the CFD, the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 3** of this RMA.

“Facilities Special Tax” means the Special Tax authorized to fund Annual Facilities Cost. Facilities Special Taxes are shown in **Attachments 2 and 3**.

“Final Use Small Lot Parcel” means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

“Final Small Lot Subdivision Map” means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Full Prepayment” means the fulfillment of a Parcel’s Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

“High Density Residential” means, per the Creekview Specific Plan, a land use designation that primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums.

“Initial Bonding Period” means a period 30 years from the date of the first series of Bonds secured, in whole or in part, by the Facilities Special Tax.

“Large Lot Parcel” means a Parcel created by a Large Lot Subdivision Map.

“Large Lot Subdivision Map” means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Final Use Small Lot Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

“Low Density Residential” means, per the Creekview Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard, alley-loaded, or clustered, single-family detached units.

“Maintenance Special Tax” means the Special Tax authorized to fund Annual Maintenance Costs. The Maintenance Special Tax will be levied and collected beginning with the Transition Year. Maintenance Special Taxes are shown in **Attachment 4**.

“Market-Rate Unit” means a Unit that is not an Affordable Unit.

“Maximum Annual Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4**.

“Maximum Annual Maintenance Special Tax” means the greatest amount of Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, or 4**.

“Maximum Annual Special Tax” means the greatest amount of Facilities Special Tax or Maintenance Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 2, 3, and 4**.

“Maximum Annual Special Tax Rate” means the maximum rate of Facilities Special Tax or Maintenance Special Tax charged per Unit or per Taxable Acre each Fiscal Year, as shown in **Attachments 2, 3, and 4**, as subsequently escalated by the Tax Escalation Factor.

“Maximum Annual Facilities Special Tax Revenue” means the greatest amount of Facilities Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Facilities Special Tax.

“Maximum Annual Maintenance Special Tax Revenue” means the greatest amount of Maintenance Special Tax revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Maintenance Special Tax.

“Maximum Annual CFD Special Tax Revenue” means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

“Medium Density Residential” means, per the Creekview Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include, but shall not be limited to, standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium Density Residential areas.

“Mixed Use Parcel” means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

“Multifamily For-Rent” or **“Multifamily For-Rent Parcel”** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel and where such units are initially offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High Density Residential. Each residential dwelling Unit within Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

“Multifamily For-Sale” or **“Multifamily For-Sale Parcel”** means any Parcel designated or developed for more than one residential dwelling Unit within a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

“Nonresidential Use” means a Taxable Parcel zoned for land uses other than Residential Uses which may include Business Professional, Community Commercial and Mixed Use.

“Original Parcel” means a Taxable Parcel identified in **Attachment 3** at formation of the CFD.

“Outstanding Bonds” means the total principal amount of Bonds that have been issued and not fully repaid or legally defeased.

“Parcel” means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

“Partial Prepayment” means the partial fulfillment of a Parcel's Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

“Pay-As-You-Go Costs” means that portion of costs of acquisition, construction, and improvement of Authorized Facilities not financed by Bonds that are eligible for funding from the Facilities Special Tax.

“Prepayment” means the Full Prepayment or Partial Prepayment of a Parcel’s Facilities Special Tax obligation, as determined by following the procedures in **Section 8**.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Large Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Large Lot Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

“Public Parcel” means any Parcel that is or is intended to be publicly owned, as designated in any final map, that is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, and public drainageways, landscaping, wetlands, greenbelts, and open space.

“Remainder Parcel” means a portion of a unit of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a) (Remainder Parcel). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

“Remaining Facilities Costs” means the amount of Anticipated Construction Proceeds less construction proceeds from previous Bond issuances and less costs of Authorized Facilities funded on a Pay-As-You-Go Basis from the levy of the Special Tax.

“Remaining Facilities Cost Share” means the Remaining Facilities Costs multiplied by the Benefit Share.

“Residential Use” means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium Density Residential or High Density Residential.

“RMA” means this Rate and Method of Apportionment, and Manner of Collection of Special Tax, as it may be amended from time to time.

“Single-Family Parcel” means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

“Small Lot Tentative Map” means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in

the Subdivision, as well as the conditions pertaining thereto. The Small Lot Tentative Map designation for this RMA is in reference only to the areas shown on the map on which Low-Density Residential and Medium-Density Residential uses would be permitted. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year that are planned for Low-Density Residential and Medium-Density Residential and which have not yet become a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or **"Subdivided"** means a division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in **Attachments 2, 3, and 4.**

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor of 2 percent by which the Maximum Annual Facilities Special Tax, Maximum Annual Maintenance Special Tax and related Maximum Annual Special Tax Rates shall be increased annually until the Transition Event. In the first Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax may be increased up to 2 percent annually at the City's discretion. The Administrator should refer to **Section 4.a** for application of the Tax Escalation Factor.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 3**, contains both taxable uses and tax-exempt uses.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Taxable Public Parcel" means a previously Taxable Parcel acquired by the City, school districts, special districts, or state or federal government.

"Taxable Welfare Exemption Parcel" means in any Fiscal Year after the first Bond sale, any Parcel of Welfare Exemption Parcel that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Parcel on the date of issuance of the first Bond sale; (ii) based on reference to **Attachments 2 and 3**, the Parcel was not anticipated to be Welfare Exemption Parcel based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it has become Welfare Exemption Parcel, the Maximum Annual Facilities Special Tax Revenues would be reduced to a point at which a 110 percent annual Debt Service coverage could not be maintained for all Fiscal Years.

"Tax-Exempt Parcel" means a Parcel not subject to the Annual Special Tax. Tax-Exempt Parcels include (a) Public Parcels, and (b) Parcels owned by the City, school districts, special districts, or the state or federal government. A Taxable Parcel that is acquired by a public agency shall remain a Taxable Parcel as per the provisions of **Section 4.i**.

Certain privately-owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowner's associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Transition Event" means for the CFD, the earlier of (a) after the Initial Bonding period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral, and any eligible Pay-As-You-Go Costs have been repaid in full to the City and City determines funding is no longer needed for Annual Facilities Costs, or (b) Fiscal Year 2089-90.

"Transition Year" means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred.

"Trustee" means a national banking association organized and existing under the laws of the United States acting as a trustee or fiscal agent for Bonds.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential unit on such Parcel, or for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential unit in a multifamily building.

"Welfare Exemption Parcel" means, in any Fiscal Year, any Parcels in the CFD that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

3. Duration of the Special Tax

The Facilities Special Tax will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2089-90. The Maintenance Special Tax will be levied and collected beginning in the Transition Year. The Maintenance Special Tax will thereafter be collected in perpetuity.

4. Administrative Tasks for the Facilities Special Tax

The provisions of **Section 4** shall apply to tasks required by the Administrator are set forth below:

- a. **Annual Special Tax Escalation**. Until the first Fiscal Year following the Transition Event, the Administrator shall increase the Maximum Annual Facilities Special Tax, the Maximum Annual Maintenance Special Tax and Maximum Annual Special Tax Rates by the Tax Escalation Factor in all Fiscal Years following the Base Year. In the Transition Year and after, the City, in its sole discretion, may determine whether to apply the Tax Escalation Factor to the Maximum Annual Maintenance Special Tax in any Fiscal Year.

- b. Assignment of the Maximum Annual Facilities Special Tax to Original Parcels. **Attachment 3** identifies the Assigned Maximum Annual Facilities Special Tax for each Original Parcel included at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Facilities Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Facilities Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Facilities Special Tax shall equal the sum of the Assigned Maximum Annual Facilities Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Facilities Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Facilities Special Tax to new Successor Parcels. As a result of each assignment of the Maximum Annual Facilities Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Facilities Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Facilities Special Tax for that Original Parcel or Successor Parcel.
1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Facilities Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Facilities Special Tax to Single-Family Parcels. All references to Maximum Annual Facilities Special Taxes in the attachments are subject to application by the Tax Escalation Factor by the Administrator:
- A. Multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.1.A above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.1.c.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per Unit for all

Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

- D. If the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.1.A above is less than the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Assigned Maximum Annual Facilities Special Tax is apportioned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

- A. Apportion the Assigned Maximum Annual Facilities Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
- B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Facilities Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Facilities Special Taxes for all Single-Family Parcels created by the Subdivision.
- C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.2.B above is equal to or greater than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Facilities Special Tax per Unit by Tax Category as calculated in Step 4.c.2.B above to each Single-Family Parcel created by the Subdivision.
- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Facilities Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Facilities Special Tax per

Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Facilities Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.

- E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Facilities Special Taxes calculated in Step 4.c.2.B above is less than the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Facilities Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Facilities Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Facilities Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Facilities Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by the Subdivision, including Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Facilities Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Facilities Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Facilities Special Tax assigned to the Remainder Parcel or Parcels in Step 4.c.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.c.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Facilities Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:

- A. Identify the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
- B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Facilities Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.

- C. Sum the Maximum Annual Facilities Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being subdivided is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit or per Acre for all Tax Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the Assigned Maximum Annual Facilities Special Tax for the Original Parcel.
4. If Multifamily Residential Units are Constructed on an Original or Successor Parcel: If a Building Permit for Multifamily Residential—For Rent uses is issued for an Original or Successor Parcel, identify the Maximum Annual Facilities Special Tax for the Taxable Parcel in **Attachment 3**. Assign this amount as the Maximum Annual Facilities Special Tax for the Parcel.

If a Building Permit for Multifamily Residential—For Sale uses is issued for an Original or Successor Parcel, use the following procedure to assign the Maximum Annual Facilities Special Tax to Successor Parcels.

- A. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Units from **Attachment 2** by the number of High Density Residential Units (excluding Affordable Units) created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Units created by the Building Permit.
- B. Multiply the Maximum Annual Facilities Special Tax per Unit for High Density Residential Affordable Units from **Attachment 2** by the number of High Density Residential Affordable Units created by the Building Permit. Sum the Maximum Annual Facilities Special Taxes for all High Density Residential Affordable Units created by the Building Permit.
- C. Sum the results from **Section 4.c.4.A** and **Section 4.c.4.B** and compare them to the assigned Maximum Annual Facilities Special Tax of the Original or Successor Parcel with the issued Building Permit. If the sum of Maximum Annual Facilities Special Tax for each Taxable Parcel is greater than the assigned Maximum Annual Facilities Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Facilities Special Tax calculated above for each Taxable Parcel.
- D. If the assigned Maximum Annual Facilities Special Tax for the Original Parcel or Successor Parcel subject to the Building Permit is greater than the sum of Maximum Annual Facilities Special Tax for each Successor Parcel being created, increase Proportionately the Maximum Annual Facilities Special Tax per Unit for all Tax

Categories on each Taxable Parcel such that the sum of Maximum Annual Facilities Special Tax for all Taxable Parcels equals the assigned Maximum Annual Facilities Special Tax for the Original Parcel.

- d. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Facilities Special Tax per Unit based on their Tax Category as shown in **Attachment 2**, as adjusted by the Tax Escalation Factor so long as the Special Tax does not decrease on such a Unit.
- e. Taxable Welfare Exemption Parcels. If a Developed Parcel becomes a Taxable Welfare Exemption Parcel, the previously assigned Maximum Annual Facilities Special Tax will remain as the Maximum Annual Facilities Special Tax for the Taxable Welfare Exemption Parcel.
- f. Transfer of the Assigned Maximum Annual Facilities Special Tax from One Large Lot Parcel to Another. The Maximum Annual Facilities Special Taxes shown in **Attachment 3** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 2**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Facilities Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the CFO, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachments 2, 3, or 4** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to effect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachments 2, 3, or 4**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Reduction of the Maximum Annual Facilities Special Tax Prior to First Bond Sale. At the request of the developer/builders, the Maximum Annual Special Taxes set forth in **Attachments 2, 3 and 4** may be reduced for a given Tax Category, once, prior to the first Bond sale. The reduction in this paragraph (g) may occur in a single Tax Category or multiple Tax Categories, and there shall be no requirement that the reduction in one Tax Category be proportionate to the reduction in another Tax Category. Such reduction shall be made without a vote of the qualified electors within the CFD following discussion with the developers/builders and the City. Any such reduction shall occur at least 30 days prior to the first Bond sale. The Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded.
- h. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Facilities Special Tax. The Maximum Annual Facilities Special Tax for

the newly Taxable Parcel will be determined using the provisions of **Sections 4 and 5** of the RMA.

- i. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. If the Special Tax obligation is not prepaid pursuant to Section 53317.5 of the Government Code, the Parcel becomes classified as a Taxable Public Parcel and will remain subject to the assigned Maximum Annual Facilities Special Tax.

An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Facilities Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

5. Administrative Tasks for the Maintenance Special Tax

This section discusses the administrative tasks for the Maintenance Special Tax, which shall be applicable after the Transition Event.

The provisions of **Section 5** shall apply to each Parcel. For each Parcel, tasks required of the Administrator are set forth below:

- a. Assignment of the Maximum Annual Maintenance Special Tax to Developed Parcels. In the Fiscal Year following the Transition Event, the Administrator shall assign the Maximum Annual Maintenance Special Tax to all Developed Parcels using the Maximum Annual Special Tax Rates for the Maintenance Special Tax by Tax Category shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.
- b. Assignment of the Maximum Annual Maintenance Special Tax to Successor Parcels. After the Transition Event, if Original Parcels and Successor Parcels are Subdivided through creation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the steps in **Section 4.c** to assign the Maximum Annual Maintenance Special Tax to new Successor Parcels. **When applying Section 4.c after the Transition Event, the Administrator shall substitute Maintenance Special Tax for Facilities Special Tax and shall substitute Maximum Annual Maintenance Special Tax for Maximum Annual Facilities Special Tax.**
- c. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Maintenance Special Tax per Unit based on their Tax Category as shown in **Attachment 4**, as adjusted by the Tax Escalation Factor.

- d. Taxable Welfare Exemption Parcels. If a Developed Parcel becomes a Taxable Welfare Exemption Parcel, the previously assigned Maximum Annual Maintenance Special Tax will remain as the Maximum Annual Maintenance Special Tax for the Taxable Welfare Exemption Parcel.
- e. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is converted to a taxable use or transferred to a private owner, it shall become subject to the Maintenance Special Tax. The Maximum Annual Maintenance Special Tax for the newly Taxable Parcel will be determined using the provisions of **Sections 5 and 6** of the RMA.
- f. Taxable Parcels Acquired by a Public Agency. A Taxable Parcel that is acquired by a public agency after the CFD is formed will remain subject to the applicable Special Tax unless the Special Tax obligation is satisfied pursuant to Section 53317.5 of the Government Code. If the Special Tax obligation is not prepaid pursuant to Section 53317.5 of the Government Code, the Parcel becomes classified as a Taxable Public Parcel and will remain subject to the assigned Maximum Annual Maintenance Special Tax.

An exception to this may be made if a Public Parcel, such as a park site, is relocated to a Taxable Parcel, in which case the previously Tax-Exempt Parcel of comparable acreage becomes a Taxable Parcel and the Maximum Annual Maintenance Special Tax from the previously Taxable Parcel is transferred to the new Taxable Parcel. This trading of a Parcel from a Taxable Parcel to a Public Parcel will be permitted to the extent there is no net loss in Maximum Annual CFD Special Tax Revenue and the transfer is agreed to by the owners of the Parcels involved in the transfer and the CFO.

6. Assignment of the Maximum Annual Special Tax

The Administrator shall assign the Maximum Annual Special Tax using the procedures identified below:

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), an Undeveloped Parcel, a Taxable Welfare Exemption Parcel, or a Taxable Public Parcel.
- b. Assignment of the Maximum Annual Facilities Special Tax to Taxable Parcels. The Maximum Annual Facilities Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.
- c. Assignment of the Maximum Annual Maintenance Special Tax to Taxable Parcels. In the Fiscal Year following the Transition Event, the Maximum Annual Maintenance Special Tax will be assigned to each Taxable Parcel each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Sections 4 and 5**.

7. Calculating Annual Special Taxes

This section discusses the levy of the Facilities Special Tax and the Maintenance Special Tax. Collectively, these Special Taxes are included in the discussion of the assignment of the Maximum Annual Special Taxes. For the period following formation of the CFD until the Fiscal Year in which the Transition Event occurs, the Maximum Annual Special Tax shall refer to the Facilities Special Tax. Beginning with the Transition Year, the Maximum Annual Special Tax shall refer to the Maintenance Special Tax.

The Administrator will compute the Annual Facilities Costs or Annual Maintenance Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4, 5, and 6**. The Administrator then will determine the tax levy for each Taxable Parcel using the following process.

Facilities Special Tax Levy

- a. Compute the Annual Facilities Costs using the definition of Annual Facilities Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Facilities Special Tax levy for each using the following steps:
 - Step 7.b.1. The Facilities Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Facilities Cost or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Developed Parcels, whichever is less, prior to applying any Capitalized Interest that is available in the accounts for the CFD.
 - Step 7.b.2. If additional revenue is needed after *Step 7.b.1. and after applying Capitalized Interest to the Annual Facilities Cost*, the Facilities Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed in *Step 7.b.1.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Small Lot Tentative Map Parcels. As necessary, the Facilities Special Tax shall be levied on Small Lot Tentative Map Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.
 - Step 7.b.3. If additional revenue is needed after *Step 7.b.2.*, the Facilities Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amount computed through *Step 7.b.2.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Large Lot Parcels. As necessary, the Facilities Special Tax shall be levied on Large Lot Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.
 - Step 7.b.4. If additional revenue is needed after *Step 7.b.3.*, the Facilities Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed

through *Step 7.b.3.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Undeveloped Parcels. As necessary, the Facilities Special Tax shall be levied on Undeveloped Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.5. If additional revenue is needed after *Step 7.b.4.*, the Facilities Special Tax shall be levied on each Taxable Welfare Exemption Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.4.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Taxable Welfare Exemption Parcels. As necessary, the Facilities Special Tax shall be levied on Taxable Welfare Exemption Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Step 7.b.6. If additional revenue is needed after *Step 7.b.5.*, the Facilities Special Tax shall be levied on each Taxable Public Parcel until the revenue from the Facilities Special Tax levy in this step, when added to the levy amounts computed through *Step 7.b.5.*, equals the Annual Facilities Costs, or up to 100 percent of the Maximum Annual Facilities Special Tax Revenue for all Taxable Public Parcels. As necessary, the Facilities Special Tax shall be levied on Taxable Public Parcels for the entire portion of Annual Facilities Costs, excluding Pay-As-You-Go Costs.

Maintenance Special Tax Levy

c. Beginning in the Transition Year, compute the Annual Maintenance Cost using the definition of Annual Maintenance Costs in **Section 2**.

d. For all Taxable Parcels, calculate the Maintenance Special Tax levy for each using the following steps:

Step 7.d.1. The Maintenance Special Tax shall be levied proportionately on all Developed Parcels up to the amount of Annual Maintenance Cost or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Developed Parcels, whichever is less.

Step 7.d.2. If additional revenue is needed after *Step 7.d.1.*, the Maintenance Special Tax shall be levied proportionately on each Small Lot Tentative Map Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed in *Step 7.d.1.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Small Lot Tentative Map Parcels.

Step 7.d.3. If additional revenue is needed after *Step 7.d.2.*, the Maintenance Special Tax shall be levied proportionately on each Large Lot Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amount computed through *Step 7.d.2.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Large Lot Parcels.

Step 7.d.4. If additional revenue is needed after *Step 7.d.3.*, the Maintenance Special Tax shall be levied on each Undeveloped Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.3.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Undeveloped Parcels.

Step 7.d.5. If additional revenue is needed after *Step 7.d.4.*, the Maintenance Special Tax shall be levied on each Taxable Welfare Exemption Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.4.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Taxable Welfare Exemption Parcels.

Step 7.d.6. If additional revenue is needed after *Step 7.d.5.*, the Maintenance Special Tax shall be levied on each Taxable Public Parcel until the revenue from the Maintenance Special Tax levy in this step, when added to the levy amounts computed through *Step 7.d.5.*, equals the Annual Maintenance Costs, or up to 100 percent of the Maximum Annual Maintenance Special Tax Revenue for all Taxable Public Parcels.

e. Levy on each Taxable Parcel the amount calculated above.

f. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 10**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will be sent no later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to identify any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

8. Prepayment of the Facilities Special Tax Obligation

A property owner may at any time prepay either 25 percent or 50 percent of the Full Prepayment, except that the City may allow a partial prepayment of any percentage up to 50 percent of the Full Prepayment to be made as a “buy down” of the rate for purposes of marketing the property by a builder or developer of land to be sold for Residential Use. In the event such a builder or developer has prepaid a portion of the Facilities Special Tax, the allowable 25 percent or 50 percent partial prepayment of the Facilities Special Tax that can be made by a subsequent owner shall be reduced by the amount so prepaid by the builder or developer. Full Prepayment is permitted only for Nonresidential Use Parcels; Full Prepayment is not allowable for Residential Use Parcels.

Prepayments must be made in sufficient time to, in the City’s opinion, have the Prepayment reflected in the following Fiscal Year’s Special Tax levy.

Prepayment is permitted only under the following additional conditions:

- The landowner prepaying the Facilities Special Tax on a Parcel has paid any delinquent Facilities Special Tax and penalties on that Parcel at or before or at the time of Prepayment.
- Following Prepayment, amounts in any debt service reserve fund are equal to or greater than the reserve fund requirement.
- The City determines that the Prepayment will not jeopardize its ability to make timely payments of Debt Service and maintain a 110 percent annual Debt Service coverage based on Maximum Annual Special Tax Revenues in all years in which issued Bonds will be outstanding.
- The portion of the Prepayment for the Development Impact Fee Deferral shall only be used to pay for the Development Impact Fee Deferral whether it was or is to be funded through annual special tax payments or through bonded indebtedness.

When permitted, the Administrator shall calculate Prepayments using the following steps:

- a. The Full Prepayment amount shall be established by following the steps below:

- Step 8.a.1: Determine the percentage of the Maximum Facilities Special Tax for the Taxable Parcel for which the Facilities Special Tax is to be prepaid using the provisions of **Sections 4, 5, and 6**. If the Parcel is not designated as a Developed Parcel, determine the applicable Facilities Special Tax for the Parcel assuming it is a Developed Parcel.
- Step 8.a.2: Increase the Maximum Facilities Special Tax by 2 percent per annum for the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax as a Developed Parcel, or (ii) the end of the then-remaining Initial Bonding Period.
- Step 8.a.3: Using a discounted rate equal to the most current yield for the 30-Year Treasury Constant Maturity, calculate the net present value of the revenue stream determined in *Step 8.a.2*. If this yield is no longer available, the Administrator will select a yield rate from the most comparable type of security.
- Step 8.a.4: Calculate this Parcel's Maximum Annual Facilities Special Tax as a percentage of the Maximum Annual Facilities Special Tax Revenue, assuming all Taxable Parcels are Developed Parcels to determine the Benefit Share for the prepaying Parcel. Multiply the Benefit Share by the Outstanding Bonds to determine the Bond Share for the prepaying Parcel. Multiply the Benefit Share by the Remaining Facilities Costs, as increased by ENR-CCI from the Base Year, to determine the Remaining Facilities Cost Share for the prepaying Parcel. Add the Bond Share to Remaining Facilities Cost Share for the prepaying Parcel.
- Step 8.a.5: Use the greater of the amounts determined in Step 8.a.3 or Step 8.a.4 for the following calculations.
- Step 8.a.6: Add to the amount from *Step 8.a.5* interest on the Bonds being redeemed to the next redemption date.

Step 8.a.7: Add to the amount calculated in *Step 8.a.6* a redemption premium on the Bonds being redeemed (if any) as identified in the Bond Indenture(s).

Step 8.a.8: Add to the amount calculated in *Step 8.a.7* the Development Impact Fee Deferral amount applicable to the Parcel, as adjusted for inflation. If Bonds have been issued to finance the Development Impact Fee Deferral, follow *Steps 8.a.2* and *8.a.3*, using for *Step 8.a.2* the longer of (i) 30 years from the year in which the Parcel was first subject to the Facilities Special Tax during the Deferral Bonding Period, or (ii) the end of the then-remaining Deferral Bonding Period.

Step 8.a.9: Add the administrative cost of processing the Prepayment to the amount calculated in *Step 8.a.8*.

Step 8.a.10: The amount in *Step 8.a.9* is the amount of the Full Prepayment of the Maximum Annual Special Tax for the Taxable Parcel.

b. Partial Prepayments will be calculated as described below:

The amount of any Partial Prepayment is limited to a maximum of 50 percent of the Full Prepayment amount determined in *Step 8.a.10*. When a Partial Prepayment is made, the full amount of Administrative fees and expenses determined in *Step 8.a.7* shall be included in the Partial Prepayment calculation. The Facilities Special Tax that can be levied on a Parcel after a Partial Prepayment is made is equal to the Maximum Facilities Special Tax multiplied by one minus the percentage that has been prepaid.

9. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the CFO appealing the levy of the Special Tax. The CFO then will promptly review the appeal and, if necessary, will meet with the applicant. If the CFO verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

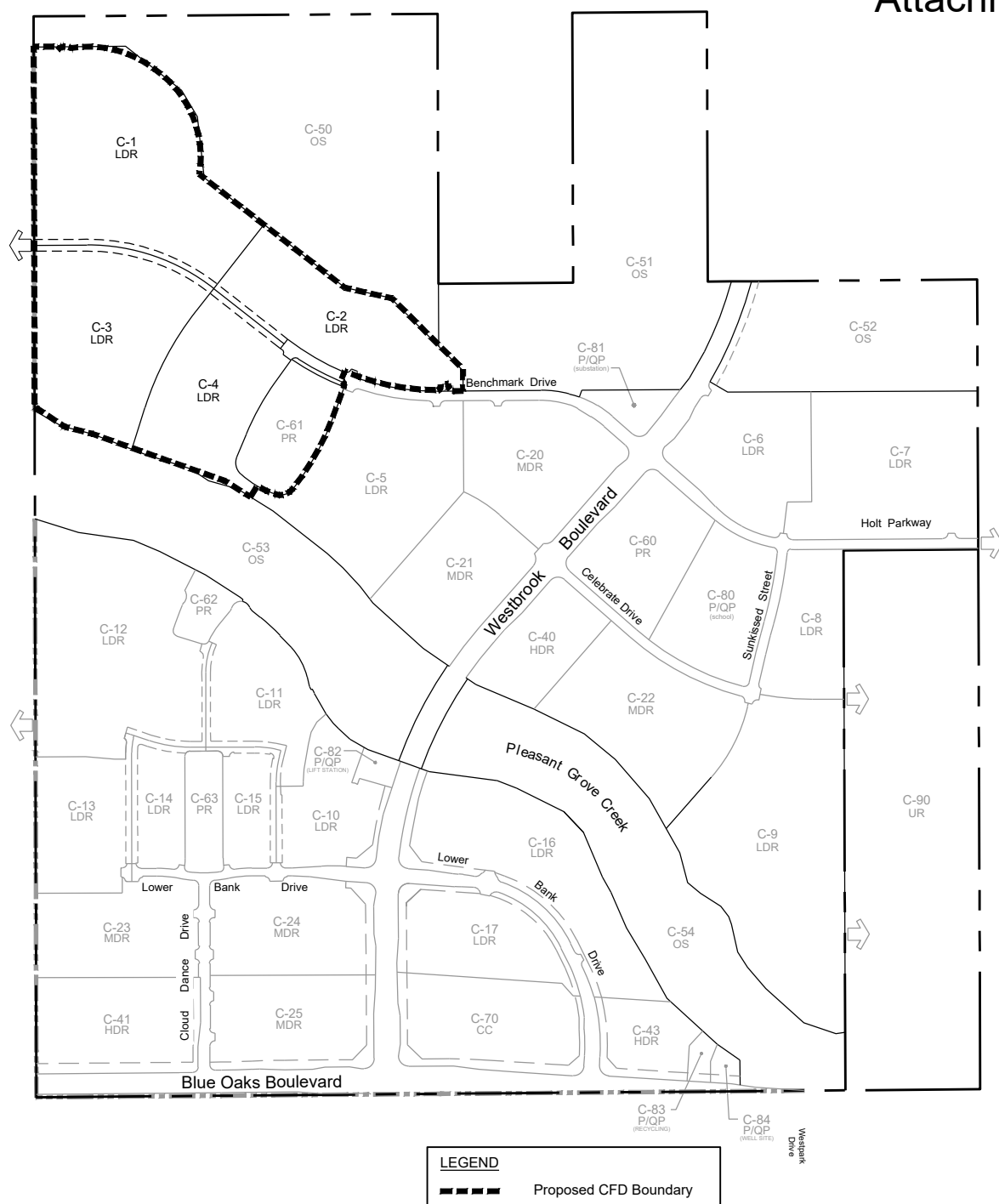
Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the CFO may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment is only applicable to such owner's land and does not reduce the total Maximum Annual CFD Special Tax Revenue.

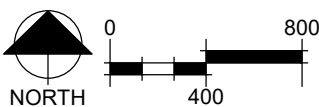
10. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.



Parcel	Land Use	Acres	Units	DUE Rate	DUEs
C-1	LDR	19.52	94	1.00	94
C-2	LDR	9.99	52	1.00	52
C-3	LDR	13.97	78	1.00	78
C-4	LDR	9.63	61	1.00	61
Total		53.11	285		285

Creekview Phase 5
Community Facilities District #1
Identification of Large Lot Parcels



MAY 2025

Attachment 2
Creekview Phase 5 CFD No. 1 (Public Facilities)
Maximum Annual Facilities Special Taxes by Tax Category
for the Base Year of FY 2024-25 [1]

Expected Land Uses (Tax Category)	Facilities Special Tax per Unit/Taxable Acre	
	Before Transition Event [1]	After Transition Event
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)		
Large Lot C-1	\$4,200.00	
Large Lot C-2	\$4,100.00	
Large Lot C-3	\$4,000.00	
Large Lot C-4	\$3,900.00	
Medium Density Residential (MDR)	\$0.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$0.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	<u>per Taxable Acre</u>
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$21,810.00	\$0.00

att2

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

Attachment 3**Creekview Phase 5 CFD No. 1 (Public Facilities)****Assigned Maximum Annual Facilities Special Taxes for Original Parcels for the Base Year of FY 2024-25**

Large Lot Number [1]	Original Parcel(s)	Tax Category	Expected Land Uses		Planned Units per Acre	Assigned Maximum Annual Facilities Special Tax per Unit	Assigned Maximum Annual Facilities Special Tax per Taxable	Assigned Maximum Facilities Special Tax per Village
			Acres	Planned Units				
						[2] [3]	[2] [3]	[2] [3]
C-1	496-610-001-000	LDR	19.52	94	4.82	\$4,200	\$0	\$394,800
C-2	496-610-002-000	LDR	9.99	52	5.21	\$4,100	\$0	\$213,200
C-3	496-610-003-000	LDR	13.97	78	5.58	\$4,000	\$0	\$312,000
C-4	496-610-004-000	LDR	9.63	61	6.33	\$3,900	\$0	\$237,900
C-61	496-610-008-000	Park	4.81	n/a	n/a	\$0	\$0	\$0
Totals			57.92	285				\$1,157,900

att3

[1] Indicates village identifier assigned by City in the Creekview Specific Plan.

[2] This amount may be increased by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[3] If amended to include Annexation Parcels, the Maximum Annual Special Tax for Annexation Parcels would also be subject to the Tax Escalation Factor.

Attachment 4
Creekview Phase 5 CFD No. 1 (Public Facilities)
Maximum Annual Maintenance Special Taxes by Tax Category
for the Base Year of FY 2024-25 [1]

Expected Land Uses (Tax Category)	Maintenance Special Tax per Unit/Taxable Acre	
	Before	After
	Transition Event [1]	Transition Event [1]
Residential Uses	<u>per Unit</u>	<u>per Unit</u>
Low Density Residential (LDR)		
Large Lot C-1	\$0.00	\$2,100.00
Large Lot C-2	\$0.00	\$2,050.00
Large Lot C-3	\$0.00	\$2,000.00
Large Lot C-4	\$0.00	\$1,950.00
Medium Density Residential (MDR)	\$0.00	\$0.00
High Density Residential (HDR) [2]		
High Density Residential (HDR) For-Sale [2]	\$0.00	\$0.00
High Density Residential (HDR) For-Rent [2]	\$0.00	\$0.00
Affordable Medium Density Residential	\$0.00	\$0.00
Affordable High Density Residential [2]	\$0.00	\$0.00
Very Low Affordable High Density Residential [2]	\$0.00	\$0.00
Nonresidential Uses [2]	<u>per Taxable Acre</u>	
Mixed Use (MU) [2]	\$0.00	\$0.00
Business Professional (BP) [2]	\$0.00	\$0.00
Community Commercial (CC) [2]	\$0.00	\$0.00
Undeveloped Property	\$0.00	\$0.00

att4

[1] This amount is subject to increase by the Tax Escalation Factor in each Fiscal Year following the Base Year as described in this RMA.

[2] If a Low Density Residential, Medium Density Residential or Affordable Medium Density Residential Parcel with a Special Tax is rezoned to a use with an identified Special Tax of \$0 in this attachment, the Special Tax would be assigned to the Parcel using the provisions of Section 4 of this RMA.

PROPOSED BOUNDARY MAP
CITY OF ROSEVILLE
CREEKVIEW PHASE 5
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
BEING A PORTION OF SECTION 14, T.11 N., R.5 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS ____ DAY OF _____ 2025.

CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2025 BY IT'S RESOLUTION NO. _____.

CARMEN AVALOS, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

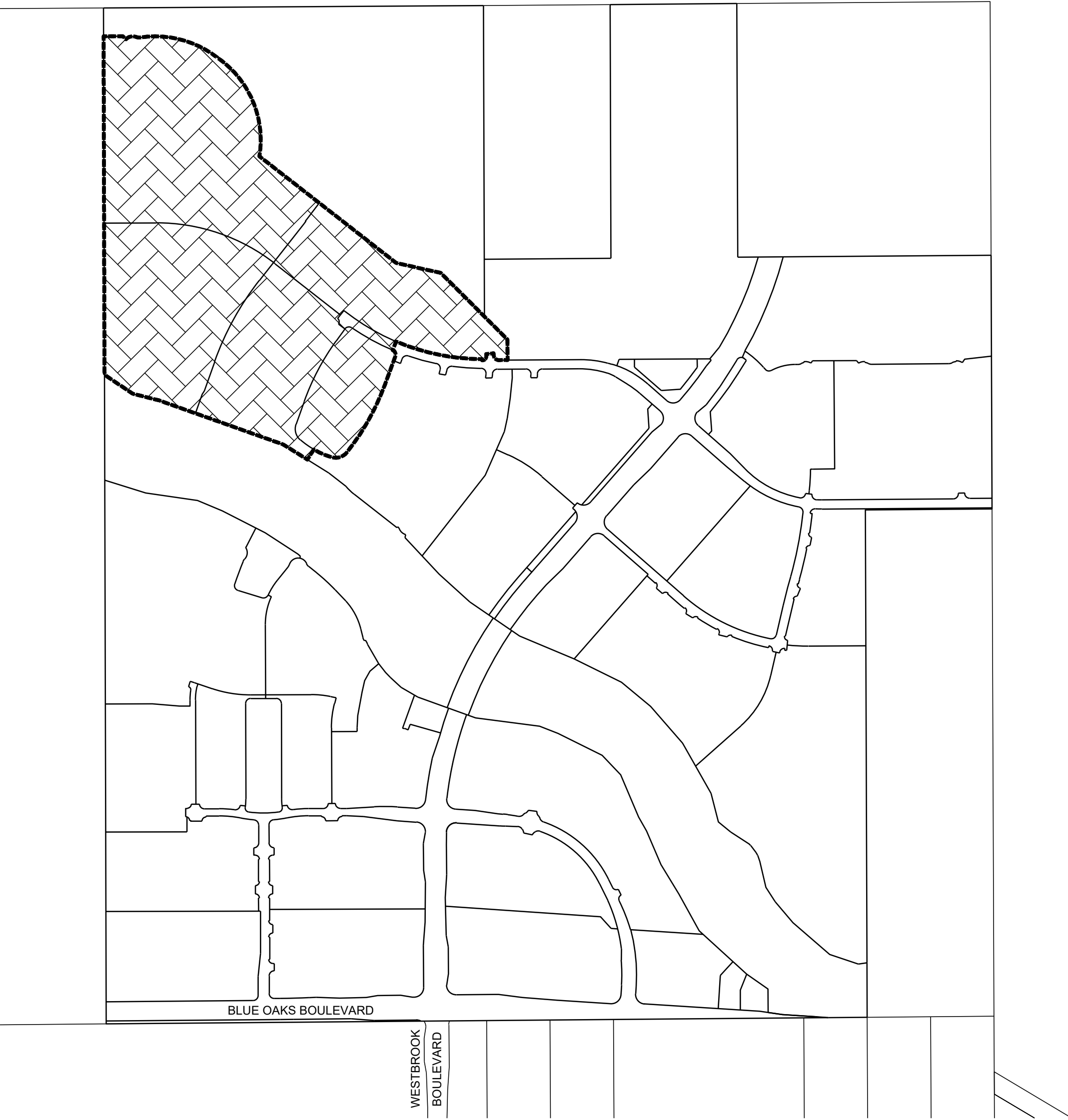
RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 2025, AT THE HOUR OF __ O'CLOCK __ M. IN BOOK ____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER



0 250 500 1000
SCALE: 1"=500'

LEGEND



PROPOSED CFD BOUNDARY AND BOUNDARY
OF PHASE 5 AREA

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

APPENDIX B
THE APPRAISAL

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Integra Realty Resources

Sacramento

Appraisal of Real Property

Creekview Phase 5

Proposed Residential Subdivision

Benchmark Dr.

Roseville, Placer County, California 95747

Prepared For:

City of Roseville

Date of the Report:

October 6, 2025

Report Format:

Appraisal Report

IRR - Sacramento

File Number: 193-2025-0383



Subject Photographs



Creekview Phase 5
Benchmark Dr.
Roseville, California

Aerial Photograph



Source: GoogleMaps; boundary lines are approximate



October 6, 2025

Mr. Dennis Kauffman
Chief Financial Officer
City of Roseville
311 Vernon St.
Roseville, CA 95678

SUBJECT: Market Value Appraisal
 Creekview Phase 5
 Benchmark Dr.
 Roseville, Placer County, California 95747
 IRR - Sacramento File No. 193-2025-0383

Dear Mr. Kauffman:

Integra Realty Resources – Sacramento is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value, subject to a hypothetical condition, pertaining to the fee simple interest in the property. The client for the assignment is City of Roseville and the intended use of the report is for bond underwriting purposes.

The subject property represents Phase 5 of the Winding Creek project, within the Creekview Specific Plan (“CSP”, “Specific Plan”). The Specific Plan is located in southwestern Placer County; specifically, it is bounded by the under construction extension of Blue Oaks Boulevard (along the Phillip Road alignment) within the West Roseville Specific Plan (WRSP) on the south, the Fiddymont Ranch portion of the WRSP to the east, the Amoruso Ranch Specific Plan to the north, and the City of Roseville’s Al Johnson Wildlife Area property to the west. The CSP is planned for 1,464 single-family units, 547 multi-family units, 9.22± acres of commercial land, 15.8 acres of parks, 136.9 acres of open space, as well as a 7-acre school site and various public/quasi-public land uses. The Winding Creek master planned community has been developed in five phases; Phase 5 will consist of 285 single-family homes. The final maps for Phase 5 were recorded in July 2025 and lot construction is substantially complete; all four villages comprising Phase 5 are in contract to sell to two different merchant builders (TriPointe and Taylor Morrison). Phase 5 also includes a future 4.81-acre community park site.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations. The Appraisal Report is also prepared in accordance with the Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (CDIAC) (2004).

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying Appraisal Report, and subject to the hypothetical condition, definitions, assumptions, and limiting conditions expressed in the report, the concluded opinion of value, as of the date of value, October 1, 2025, is as follows:

Value Conclusion

Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value, Subject to a Hypothetical Condition	Fee Simple	October 1, 2025	\$62,544,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The value derived herein is based on the hypothetical condition that certain proceeds from the City of Roseville Creekview Phase 5 CFD No. 1 Special Tax Bonds will be available to reimburse for various public improvements already completed.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Mr. Dennis Kauffman
City of Roseville
October 6, 2025
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If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

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Executive Summary

Property Name	Creekview Phase 5		
Address	Benchmark Dr. Roseville, Placer County, California 95747		
Property Type	Land - Finished SFR Lots		
Owner of Record	Anthem United Creekview Developments Limited		
Tax ID	496-780-001 thru -035, 496-790-001 thru -079, 496-800-001 thru -044, 496-790-038, -039, 080 thru -083, 017-470-077		
Land Area (Gross)	57.92 acres; 2,522,995 SF		
Land Area (Taxable)	53.11 acres; 2,313,472 SF		
Zoning Designation	RS, Small Lot Residential		
Highest and Best Use	Single-family residential		
Exposure Time; Marketing Period	12 months; 12 months		
Effective Date of the Appraisal	October 1, 2025		
Date of the Report	October 6, 2025		
Property Interest Appraised	Fee Simple		
Value Conclusion			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value, Subject to a Hypothetical Condition	Fee Simple	October 1, 2025	\$62,544,000
The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Roseville and an its associated finance team may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.			

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The value derived herein is based on the hypothetical condition that certain proceeds from the City of Roseville Creekview Phase 5 CFD No. 1 Special Tax Bonds will be available to reimburse for various public improvements already completed.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject property represents Phase 5 of the Winding Creek project, within the Creekview Specific Plan ("CSP", "Specific Plan"). The Specific Plan is located in southwestern Placer County; specifically, it is bounded by the under construction extension of Blue Oaks Boulevard (along the Phillip Road alignment) within the West Roseville Specific Plan (WRSP) on the south, the Fiddymont Ranch portion of the WRSP to the east, the Amoruso Ranch Specific Plan to the north, and the City of Roseville's Al Johnson Wildlife Area property to the west. The CSP is planned for 1,464 single-family units, 547 multi-family units, 9.22± acres of commercial land, 15.8 acres of parks, 136.9 acres of open space, as well as a 7-acre school site and various public/quasi-public land uses. The Winding Creek master planned community has been developed in five phases; Phase 5 will consist of 285 single-family homes. The final maps for Phase 5 were recorded in July 2025 and lot construction is substantially complete; all four villages comprising Phase 5 are in contract to sell to two different merchant builders (TriPointe and Taylor Morrison). Phase 5 also includes a future 4.81-acre community park site.

Property Identification

Property Name	Creekview Phase 5
Address	Benchmark Dr. Roseville, California 95747
Tax ID	496-780-001 thru -035, 496-790-001 thru -079, 496-800-001 thru -044, 496-790-038, -039, 080 thru -083, 017-470-077
Owner of Record	Anthem United Creekview Developments Limited

Sale History

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date and to the best of our knowledge the property is not currently being marketed for sale in bulk.

Pending Transactions

The subject lots are under contract of sale as of the effective appraisal date. The contract details are summarized as follows:

Pending Transactions

Village	No. of Lots	Lot Size	Merchant Builder	Purchase Price	LOI Price/lot	Estimated COE
C-1	94	6,000	Taylor Morrison	\$22,860,800	\$243,200	12/9/2025
C-2	52	5,500	Taylor Morrison	\$11,856,000	\$228,000	12/9/2025
C-3	78	5,000	TriPointe	\$16,650,000	\$213,462	12/11/2025
C-4	61	4,500	TriPointe	\$12,505,000	\$205,000	12/11/2025

As profiled above, the subject property is under purchase and sale agreements for each of the four Villages with two merchant builders. It's worth noting, the lots were initially under Letters of Intent

with four merchant builders (one for each Village), including the above-mentioned TriPointe and Taylor Morrison, as well as DR Horton and Meritage. However, during the due diligence period, initial offers for the lots were re-negotiated downward 5% to 7.5% as a result of changing market conditions. Further, both Meritage and DR Horton ultimately withdrew their Letters of Intent, and TriPointe and Taylor Morrison both extended their offers for the two Villages resulting in the current contracts for sale summarized herein.

Based on the analysis herein, the pending contract prices are generally consistent with our market value conclusions.

Appraisal Purpose

The purpose of this Appraisal Report is to estimate the market value (fee simple estate) of the appraised properties comprising City of Roseville Creekview Phase 5 CFD No. 1, subject to the hypothetical condition certain proceeds from the Special Tax Bonds will be available to reimburse the master developer for various improvements, as of the effective date of the appraisal, October 1, 2025. The date of the report is October 6, 2025. The appraisal is valid only as of the stated effective date.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

¹ Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also, Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.²

Client and Intended User(s)

The client is the City of Roseville. The intended users are the City of Roseville and its associated finance team. No party or parties beyond the clients and The Finance Team with this proposed issuance may use or rely on the information, opinions, and conclusions contained in this report; however, this appraisal report may be included in the offering document provided in connection with the issuance and sale of the Bonds.

Intended Use

The intended use of the appraisal is for bond underwriting purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;
- Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (CDIAC) (2004).

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Kevin Ziegenmeyer, MAI	On-site	September 22, 2025
Eric Segal, MAI	On-site	September 30, 2025
Kari Tatton	On-site	N/A

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

The market value of the residential lots was estimated by utilizing the sales comparison approach and land residual analysis (static extraction) to value using the benchmark lot categories. In the sales comparison approach, adjustments were applied to the prices of comparable bulk lot transactions, and a market value for the benchmark lot categories was concluded. Then, as a support of reasonableness, an extraction technique was utilized, which was reconciled with the sales comparison approach conclusion. Next, adjustments were applied to determine values for each residential lot category, based upon lot size differences that exist from the benchmark lots.

Our analysis excluded a typical cost approach since the subject property represents land. However, costs associated with home construction were taken into consideration as part of the extraction technique and determination of financial feasibility. Given the limited, if any, income producing potential of the land, an income approach was not utilized.

Based on an analysis of recent market transactions of single-family residential lots throughout the Northern California market area, and interviews with land developers and merchant builders active in the regional market area, it is our opinion, under current market conditions, if exposed to the market the bulk lots comprising the subject property would likely sell to one or two builders each offering competing and/or complementary product lines. As previously detailed, the subject lots are, in fact, under contract to two merchant builders in bulk. Further, if marketed, it is expected the lots would sell within 12 months of exposure on the market. Thus, while discounting was considered in this analysis, it is our opinion no additional discounting beyond that which is captured in the valuation analyses of the lots in bulk presented herein is necessary.

Economic Analysis

Placer County Area Analysis

Placer County is part of the four-county Sacramento Metropolitan Area, along with the counties of Sacramento, Yolo and El Dorado. The county is 1,407 square miles in size and has a population density of 300 persons per square mile. It is located in the north-central part of California, approximately 420 miles north of Los Angeles, 250 miles south of Oregon, 100 miles northeast of San Francisco, 80 miles west of Lake Tahoe and 100 miles southwest of Reno. The southernmost part of Placer County consists of a valley commonly referred to as South Placer, while the remainder of the county is divided into the Gold Country, where parts of Auburn and Colfax are located, and the High Country, which encompasses Tahoe City and Kings Beach along Lake Tahoe. Elevations in the county range from 165 feet above sea level in Roseville to 10,000 feet above sea level in the Sierra Nevada Mountains.

Placer County is developed with a mix of urban and rural uses. Placer's largest cities are Roseville, Rocklin and Lincoln. The larger cities, namely Roseville and Rocklin, are mostly urban, while the smaller communities, such as Loomis, Newcastle and Colfax, have remained rural. Auburn and Lincoln both exhibit a combination of urban and rural settings. However, in recent years the city of Lincoln has experienced dramatic growth and development and has become one of the fastest-growing cities in California.

Population

Placer County has an estimated 2025 population of 422,203, which represents an average annual 0.8% increase over the 2020 census of 404,739. Placer County added an average of 3,493 residents per year over the 2020-2025 period, and its growth in population contrasts with the State of California which had a 0.3% average annual decrease in population over this time.

Looking forward, Placer County's population is projected to increase at a 0.4% annual rate from 2025-2030, equivalent to the addition of an average of 1,820 residents per year. Placer County's growth contrasts with California, which is projected to decline at a 0.1% rate.

Population Trends					
	Population			Compound Ann. % Chng	
	2020 Census	2025 Estimate	2030 Projection	2020 - 2025	2025 - 2030
Placer County	404,739	422,203	431,305	0.8%	0.4%
California	39,538,223	38,870,482	38,763,700	-0.3%	-0.1%

Source: Claritas

Employment

Total employment in Placer County was estimated at 187,746 jobs as of June 2024. Between year-end 2014 and 2024, employment rose by 43,109 jobs, equivalent to a 29.8% increase over the entire period. There were gains in employment in nine out of the past ten years. Placer County's rate of

employment growth over the last decade surpassed that of California, which experienced an increase in employment of 13.1% or 2,103,735 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Placer County unemployment rate has been consistently lower than that of California, with an average unemployment rate of 4.5% in comparison to a 5.9% rate for California.

Recent data shows that the Placer County unemployment rate is 4.0% in comparison to a 5.2% rate for California, a positive sign that is consistent with the fact that Placer County has outperformed California in the rate of job growth over the past two years.

Employment Trends						
Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Placer County	% Change	California	% Change	Placer County	California
2014	144,637		16,089,814		6.3%	7.6%
2015	151,854	5.0%	16,606,038	3.2%	5.1%	6.3%
2016	157,499	3.7%	16,930,563	2.0%	4.5%	5.5%
2017	164,379	4.4%	17,263,084	2.0%	3.9%	4.8%
2018	170,473	3.7%	17,573,378	1.8%	3.2%	4.3%
2019	174,216	2.2%	17,857,719	1.6%	3.1%	4.1%
2020	163,680	-6.0%	16,401,290	-8.2%	7.5%	10.2%
2021	177,646	8.5%	17,641,250	7.6%	5.1%	7.3%
2022	181,852	2.4%	18,066,913	2.4%	3.1%	4.3%
2023	184,700	1.6%	18,146,497	0.4%	3.7%	4.8%
2024*	187,746	1.6%	18,193,549	0.3%	4.2%	5.4%
Overall Change 2014-2024	43,109	29.8%	2,103,735	13.1%		
Avg Unemp. Rate 2014-2024					4.5%	5.9%
Unemployment Rate - December 2024					4.0%	5.2%

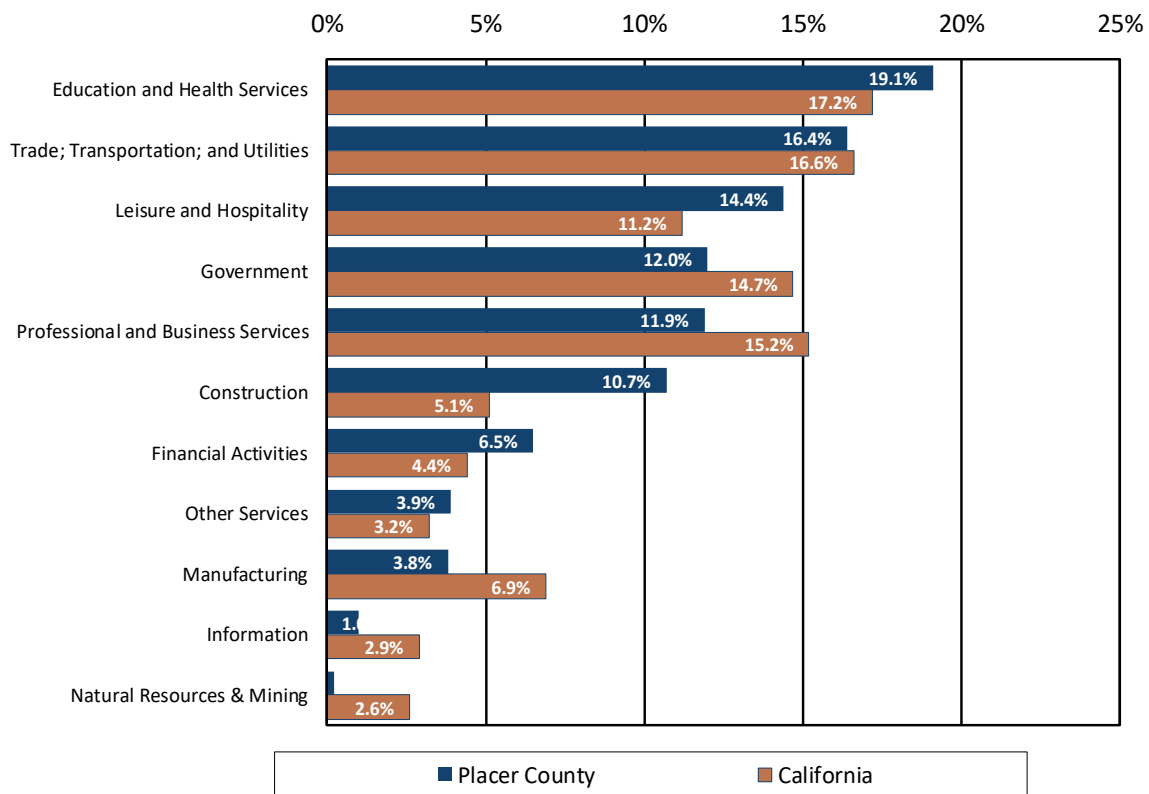
*Total employment data is as of June 2024.

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Placer County job market is depicted in the following chart, along with that of California. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Placer County jobs in each category.

Employment Sectors - 2024



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Placer County has greater concentrations than California in the following employment sectors:

1. Education and Health Services, representing 19.1% of Placer County payroll employment compared to 17.2% for California as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
2. Leisure and Hospitality, representing 14.4% of Placer County payroll employment compared to 11.2% for California as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
3. Construction, representing 10.7% of Placer County payroll employment compared to 5.1% for California as a whole. This sector includes construction of buildings, roads, and utility systems.
4. Financial Activities, representing 6.5% of Placer County payroll employment compared to 4.4% for California as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.

Placer County is underrepresented in the following sectors:

1. Trade; Transportation; and Utilities, representing 16.4% of Placer County payroll employment compared to 16.6% for California as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Government, representing 12.0% of Placer County payroll employment compared to 14.7% for California as a whole. This sector includes employment in local, state, and federal government agencies.
3. Professional and Business Services, representing 11.9% of Placer County payroll employment compared to 15.2% for California as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
4. Manufacturing, representing 3.8% of Placer County payroll employment compared to 6.9% for California as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.

Major Employers

Major employers in Placer County are shown in the following table.

Major Employers - Placer County		
	Name	Number of Employees
1	Sutter Health	6,672
2	Kaiser Permanente - Roseville	6,094
3	Placer County	2,669
4	Thunder Valley Casino Resort	2,400
5	Sierra Joint Community College District	1,900
6	Roseville City School District	1,783
7	City of Roseville	1,386
8	Palisades Tahoe	1,321
9	Safeway	1,217
10	Pacific Gas & Electric Co	1,120

Source: Sacramento Business Journal, The List: Employers - Placer County, July 5, 2024

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been somewhat higher in Placer County than California overall during the past decade. Placer County has grown at a 3.7% average annual rate while the State of California has grown at a 3.3% rate. However, Placer County has recently underperformed California. GDP for Placer County rose by 1.4% in 2023 while California's GDP rose by 2.0%.

Placer County has a per capita GDP of \$63,799, which is 24% less than California's GDP of \$83,373. This means that Placer County industries and employers are adding relatively less value to the economy than their counterparts in California.

Gross Domestic Product				
Year	(\$,000s) Placer County	% Change	(\$,000s) California	% Change
2013	18,730,154	—	2,340,335,300	—
2014	19,256,016	2.8%	2,428,675,700	3.8%
2015	20,477,469	6.3%	2,545,979,500	4.8%
2016	21,401,555	4.5%	2,623,711,700	3.1%
2017	21,945,008	2.5%	2,740,550,300	4.5%
2018	23,346,285	6.4%	2,850,970,300	4.0%
2019	23,942,196	2.6%	2,969,609,000	4.2%
2020	23,905,563	-0.2%	2,933,320,200	-1.2%
2021	26,026,237	8.9%	3,154,188,600	7.5%
2022	26,650,663	2.4%	3,184,007,800	0.9%
2023	27,022,666	1.4%	3,248,656,600	2.0%
Compound % Chg (2013-2023)		3.7%		3.3%
GDP Per Capita 2023	\$63,799		\$83,373	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2024.

The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

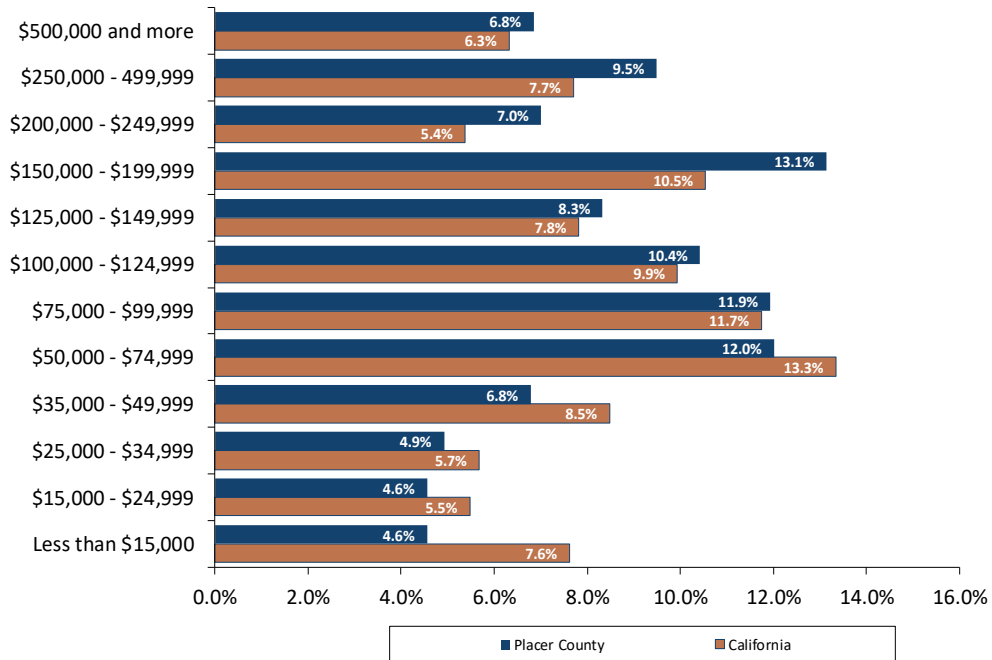
Household Income

Placer County is more affluent than California. Median household income for Placer County is \$112,036, which is 18.2% greater than the corresponding figure for California.

Median Household Income - 2025	
	Median
Placer County	\$112,036
California	\$94,758
Comparison of Placer County to California	+ 18.2%

Source: Claritas

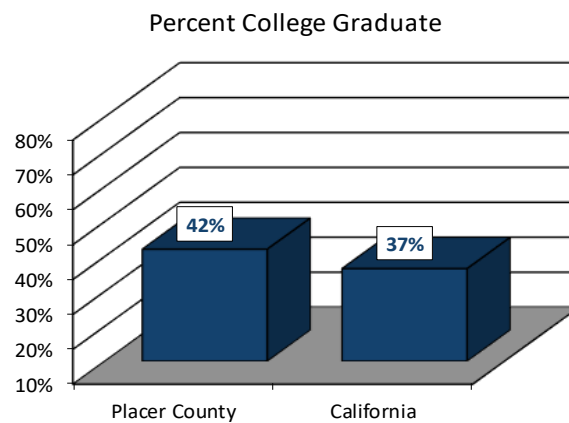
The following chart shows the distribution of households across twelve income levels. Placer County has a greater concentration of households in the higher income levels than California. Specifically, 36% of Placer County households are at the \$150,000 or greater levels in household income as compared to 30% of California households. A lesser concentration of households is apparent in the lower income levels, as 21% of Placer County households are below the \$50,000 level in household income versus 27% of California households.

Household Income Distribution - 2025

Source: Claritas

Education

Residents of Placer County have a higher level of educational attainment than those of California. An estimated 42% of Placer County residents are college graduates with four-year degrees, versus 37% of California residents.

Education - 2025

Source: Claritas

Transportation

Interstate 80, State Highway 65 and State Highway 193 are the major routes traversing Placer County. Major urban arterials in the southern part of the county include Douglas Boulevard, Roseville Parkway, Pleasant Grove Boulevard, Foothills Boulevard, Sunrise Avenue, Auburn-Folsom Road, Sierra College Boulevard, Sunset Boulevard, Rocklin Road and Stanford Ranch Road.

In addition to roadways within the county limits, South Placer County enjoys proximity to many of the Sacramento region's freeways that provide access to the San Francisco Bay Area to the west, Central and Southern California to the south, Northern California and Oregon to the north, and Nevada to the east. Sacramento International Airport is situated about 10 miles west of the county border. The county is also home to a couple of small private airports. The region has good railroad service, including the transcontinental Union Pacific Railroad and Amtrak. The Capitol Corridor system provides high-speed commuter rail service from Roseville to San Jose and Placer County Transit provides seven fixed routes servicing areas from Colfax down to Watt Avenue in Sacramento.

Recreation & Community Services

Placer County has ample community services and recreational opportunities. The County, cities and various park districts operate numerous public parks, golf courses, aquatic centers, libraries and community centers. Many private golf courses are located in the region, and several ski resorts are located in the mountains. Within the county lies a portion of the Folsom Lake State Recreation Area, a boating, fishing, and swimming retreat.

In terms of higher education, Placer County is home to Sierra College in Rocklin, a two-year community college offering a wide range of day and evening classes serving over 25,000 students. Sierra College also has an extension campus located in the Vernon District in Roseville and two additional campuses – the Nevada County and Tahoe-Truckee campuses. In 2004, William Jessup University, a private Christian college, moved from San Jose to a new facility in Rocklin. Additional university campuses within the county include Brandman University, National University and University of Phoenix, all located in Roseville.

The region offers good health services, including hospitals and medical office facilities. Two hospitals are located in Roseville – the Sutter Roseville Medical Center and Kaiser Permanente. In addition to the hospital, construction was completed at the end of 2019 for a new state-of-the-art, 194,000 square foot Kaiser Permanente medical campus to replace their existing campus on Riverside Avenue. The city of Auburn is home to Sutter Auburn Faith Hospital, Sutter Medical Center-Auburn, UC Davis Medical Center, Foundation Medical Clinic and Heritage Medical Center Complex. The city of Lincoln contains medical offices/clinics operated by Sutter, UC Davis, Kaiser and Catholic Healthcare West. In addition to these institutional health care facilities, the county is home to a large and growing number of private physicians, dentists, clinics and other medical specialists.

The city of Roseville is South Placer's hub for fine dining and entertainment. Several upscale restaurants are situated along Eureka Road, Roseville Parkway and Galleria Boulevard. Roseville and Rocklin both offer two multi-screen movie theatres, and Auburn has one theatre. Shopping centers are widespread, the largest of which are the Galleria at Roseville, a regional shopping mall that

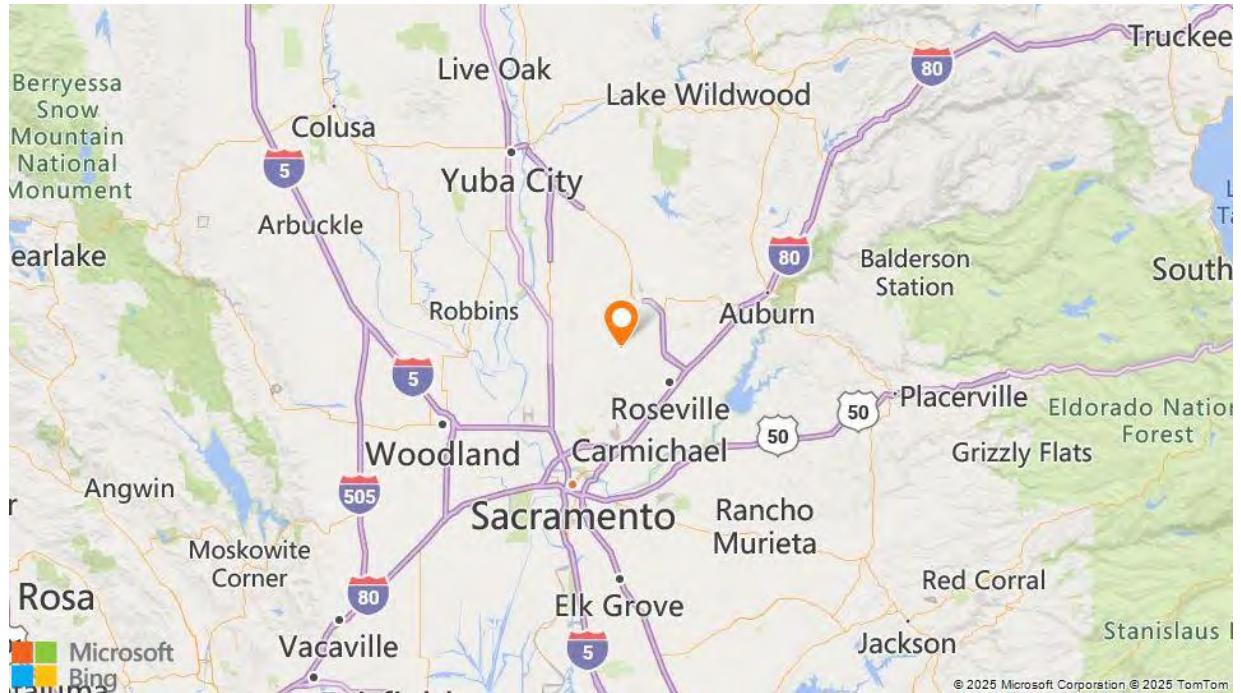
opened in 2000 and was expanded in 2008-2009, and the Fountains at Roseville, an outdoor lifestyle center that opened in June 2008.

Conclusion

Placer County encompasses a diverse area, with growing cities, small towns and rural areas, and an abundance of open space. The cities of Roseville, Rocklin and Lincoln have experienced strong growth in population and development over the past several years. Placer County is one of the most affluent in the greater Sacramento region in terms of household income levels. The area has a number of positive attributes, including seismic stability, a well-educated work force, good transportation systems, relative affordability and availability of housing compared to the Bay Area, and an excellent level of community services.

The Placer County economy will benefit from a stable to slightly growing population base and higher income and education levels. Placer County experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than California over the past decade. It is anticipated that the Placer County economy will improve and employment will grow, strengthening the demand for real estate.

Area Map



Surrounding Area Analysis

Boundaries

The boundaries of a neighborhood identify the physical area that influences the value of the subject property. These boundaries may coincide with observable changes in prevailing land use or occupant characteristics. Physical features such as the type of development, street patterns, terrain, vegetation and parcel size tend to identify neighborhoods. Roadways, waterways and changing elevations can also create neighborhood boundaries.

The subject property is located within the city of Roseville, Placer County, California. Specifically, the subject is situated in the West Roseville area. The subject's neighborhood boundaries can generally be described as Highway 65 to the east, Baseline Road to the south, and the city limits of Roseville to the west and north.

Access and Linkages

The main surface streets in the neighborhood that will provide access to Creekview are Blue Oaks and Westbrook Boulevards. Blue Oaks Boulevard is an east-west major surface street that currently terminates at the western boundaries of Fiddymont Ranch, and in an easterly direction travels through West Roseville and the city of Rocklin. Blue Oaks Boulevard is also considered the primary means of access to State Highway 65, which is about 3.5 miles to the east of the subject property. Westbrook Boulevard is a north-south surface street that currently terminates at the northern boundaries of the Sierra Vista Specific Plan in a southerly direction and provides access to the Westpark master planned community in a northerly direction. Upon build out of the Creekview Specific Plan, Westbrook Boulevard will continue into the future extension of Holt Parkway to the north.

Other primary connectors in the neighborhood are Fiddymont Road, Pleasant Grove Boulevard, Woodcreek Boulevard and Foothills Boulevard. State Highway 65 is a north-south route that provides access to Lincoln, Wheatland and Yuba City to the north and Interstate 80 to the south. Interstate 80 is a primary east-west corridor for the Sacramento Metropolitan Area that intersects with State Highway 65 to the east of the subject property. In a southerly direction, Fiddymont Road connects to Baseline Road (another thoroughfare that eventually connects with Highway 99 in a westerly direction) and continues south (when it becomes Walerga Road) to the communities of Antelope and North Highlands. In a northerly direction, Fiddymont Road connects to areas of unincorporated Placer County and the outskirts of the city of Lincoln (where it terminates at Moore Road).

Traveling east, Interstate 80 provides access to the outlying portions of Placer County and continues toward Reno, Nevada. To the west, Interstate 80 connects the subject neighborhood to Sacramento's Central Business District (via Business 80/Capital City Freeway) before continuing on toward Davis and San Francisco.

Roseville Transit provides public transportation for the area, which features fixed bus routes, commuter services and ride sharing minivans. Free transfers are also provided for the Placer County Transit and Sacramento Regional Transit.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2025 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	95747 (Roseville, CA)	Placer County, CA
Population 2020	424	29,214	64,927	75,666	404,739
Population 2025	1,995	38,796	76,985	87,845	422,203
Population 2030	2,398	43,485	82,554	93,602	431,305
Compound % Change 2020-2025	36.3%	5.8%	3.5%	3.0%	0.8%
Compound % Change 2025-2030	3.7%	2.3%	1.4%	1.3%	0.4%
Households 2020	141	10,035	22,932	26,800	152,101
Households 2025	685	12,815	26,809	30,774	158,079
Households 2030	833	14,230	28,646	32,703	161,327
Compound % Change 2020-2025	37.2%	5.0%	3.2%	2.8%	0.8%
Compound % Change 2025-2030	4.0%	2.1%	1.3%	1.2%	0.4%
Median Household Income 2025	\$143,486	\$145,953	\$134,292	\$132,714	\$112,036
Average Household Size	2.8	3.0	2.9	2.9	5.3
College Graduate %	25%	50%	46%	46%	42%
Median Age	45	41	42	42	43
Owner Occupied %	82%	86%	79%	79%	72%
Renter Occupied %	18%	14%	21%	21%	28%
Median Owner Occupied Housing Value	\$701,405	\$736,206	\$716,636	\$709,721	\$711,487
Median Year Structure Built	2021	2013	2006	2005	1994
Average Travel Time to Work in Minutes	24	35	34	34	58

Source: Claritas

As shown above, the current population within a 3-mile radius of the subject is 38,796, and the average household size is 3.0. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to the subject's 95747 zip code overall, the population within a 3-mile radius is projected to grow at a faster rate.

Median household income is \$145,953, which is higher than the household income for the 95747 zip code. Residents within a 3-mile radius have a higher level of educational attainment than those of the 95747 zip code, while median owner-occupied home values are also higher.

Land Uses

A map of land uses in the vicinity of the subject (identified with a yellow star) is provided as follows:



Community Uses

There are several community uses in the neighborhood, such as schools, churches, medical facilities, parks, and recreational and cultural facilities. The most prominent recreational facility in the neighborhood is Mahany Park, a regional park at the southwest quadrant of Woodcreek Oaks Boulevard and Pleasant Grove Boulevard. This facility offers a softball complex and the neighboring Roseville Aquatics Complex and Roseville Sports Center. There are several golf courses in the neighborhood, including the public Woodcreek Oaks Golf Club and Diamond Oaks Municipal Golf Course, as well as the private Sierra View Country Club and 27 holes in the Sun City Roseville development.

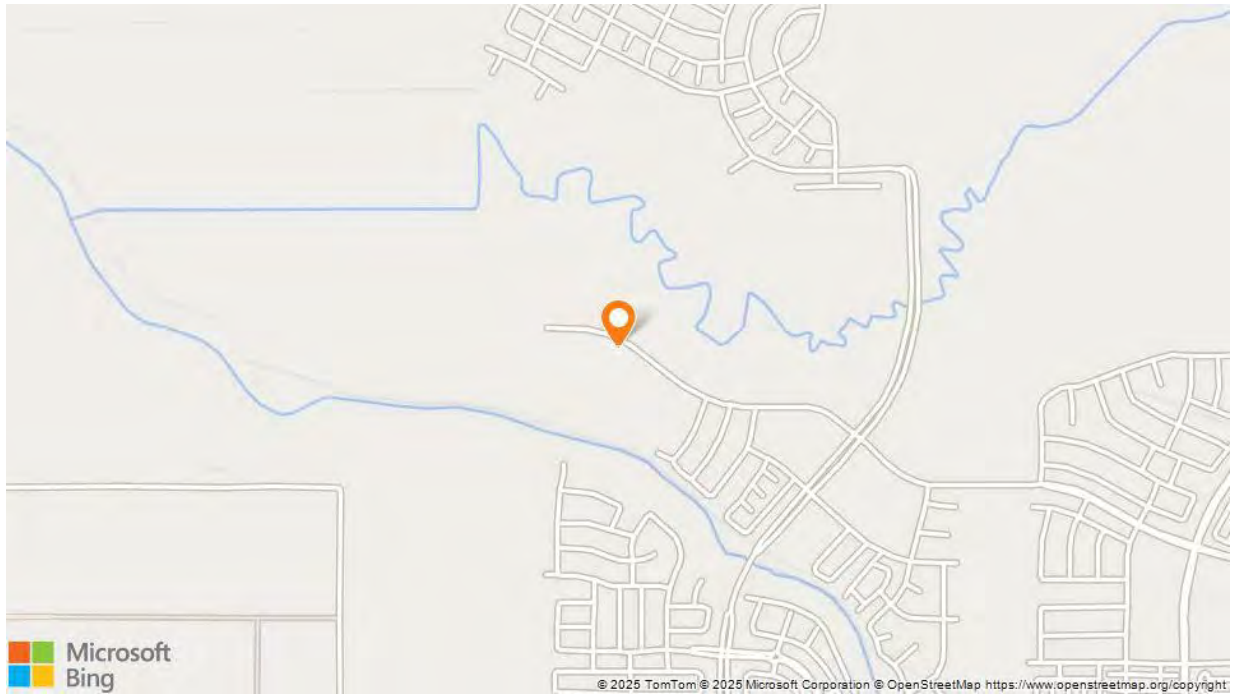
Woodcreek High School is located on the west line of Woodcreek Oaks Boulevard, south of Pleasant Grove Boulevard. The Placer County Fairgrounds is located at the intersection of Junction Boulevard and Washington Boulevard. WestPark High School, which is located approximately two miles southeast of the subject, was recently completed and opened for 9th and 10th grade students for the 2020-21 school year.

There are two main hospitals in Roseville, both of which are located in east Roseville, just south of Interstate 80 – Kaiser Permanente, located at the northeast corner of Rocky Ridge Drive and Douglas Boulevard, and Sutter Roseville Medical Center on Roseville Parkway.

Conclusion

In conclusion, the subject is located in an expanding suburban area that should continue to experience adequate demand for various urban property uses. While the subject is located on the edge of its neighborhood, overall the neighborhood will offer a balanced mix of land uses. The area has good access to neighborhood thoroughfares. Households in the area have above-average income levels, and the community appeal is good. The characteristics of the neighborhood relative to other parts of the Sacramento region are desirable.

Surrounding Area Map



Residential Market Analysis

Given prevailing land use patterns and the subject's zoning, a likely use of the property is for residential development. In the following paragraphs, we examine supply and demand indicators for residential development in the subject's area.

Submarket Overview

The subject is located in the city of Roseville. The subject is adjacent to newer home construction and planned future development and is considered to have good transportation linkages. The neighborhood is characterized as a suburban area that appeals to both local workers and commuters. Based on existing surrounding homes and new projects under development, the subject characteristics best support a project designed for a combination of entry-level and/or first-time move-up home buyers as well as move-up buyers.

Single-Family Building Permits

Single-family building permits for the city of Roseville as well as Placer County totals are shown in the following table. When we compare the trend in permitting, population and price, there can be a relationship. More supply of homes could eventually mean lower prices, whereas conversely a lower number of permits pulled could eventually mean higher prices. Further, the number of permits pulled shows builder confidence in the current market when compared to other years.

Single-Family Building Permits

Year	City of Roseville	% Change	County of Placer	% Change
2015	967	--	1,996	--
2016	886	-8.38%	2,107	5.56%
2017	1,191	34.42%	2,500	18.65%
2018	808	-32.16%	1,884	-24.64%
2019	998	23.51%	2,035	8.01%
2020	1,264	26.65%	2,632	29.34%
2021	1,883	48.97%	4,068	54.56%
2022	1,578	-16.20%	3,468	-14.75%
2023	1,213	-23.13%	2,862	-17.47%
2024	1,216	0.25%	2,804	-2.03%

Source: SOCDs Building Permits Monthly Request and Developer

Single-Family Building Permits: 2025 Preliminary Data

Month	City of Roseville	County of Placer
January	44	166
February	137	215
March	131	243
April	114	252
May	37	167
June	139	236
July	24	163
TOTAL	626	1,442

Source: SOCDS Building Permits Monthly Request

New Home Pricing and Sales

The Gregory Group surveys active new home projects in California and Nevada. In the following table containing we present indicators for active single-family residential projects the subject's County for the past three years. The data include both attached and detached projects, but the vast majority of units are detached homes.

New Home Sales History

Quarter	Average Price	% Change Average Price	Average Home Size (SF)	Avg. Price / Avg. SF	% Change Price / SF	Quarter Sold	Number of Projects	Sold per Project per Month
3Q 2022	\$711,065	--	2,365	\$300.66	--	311	83	1.25
4Q 2022	\$725,114	1.98%	2,415	\$300.25	-0.14%	360	82	1.46
1Q 2023	\$736,396	1.56%	2,452	\$300.32	0.02%	778	78	3.32
2Q 2023	\$755,823	2.64%	2,470	\$306.00	1.89%	683	76	3.00
3Q 2023	\$773,593	2.35%	2,508	\$308.45	0.80%	732	78	3.13
4Q 2023	\$766,227	-0.95%	2,454	\$312.24	1.23%	378	71	1.77
1Q 2024	\$792,792	3.47%	2,511	\$315.73	1.12%	719	78	3.07
2Q 2024	\$805,069	1.55%	2,509	\$320.87	1.63%	617	76	2.71
3Q 2024	\$803,843	-0.15%	2,478	\$324.39	1.10%	481	72	2.23
4Q 2024	\$800,134	-0.46%	2,440	\$327.92	1.09%	451	68	2.21
1Q 2025	\$799,155	-0.12%	2,444	\$326.99	-0.29%	580	69	2.80
2Q 2025	\$806,945	0.97%	2,497	\$323.17	-1.17%	447	72	2.07

Source: The Gregory Group

In terms of the number of home sales in Placer County, over the last 12 months, the average was 2.33 sales per month per project, which was slightly down from the average for the prior 12-month period of 2.67 sales per month per project.

Active New Home Projects Pricing and Absorption

There are 33 active projects in the market areas of Roseville with average lot sizes of 10,000 square feet and less. These projects are considered to be most competitive with the subject property given their locations and lot sizes. These projects are summarized in the tables on the following page, based on data from the Second Quarter of 2025.

Active Projects (as of 2Q 2025)

Project Name	Master Plan	Community	Developer	Average Price	Avg. Home Size (SF)	Average Price/SF	Typical Lot Size (SF)	Units Planned	Units Offered	Units Sold	Units Unsold
Allora	Amoruso Ranch	Roseville	Brookfield Residential	\$678,807	2,251	\$301.56	4,275	82	10	4	6
Aviara	Amoruso Ranch	Roseville	D.R. Horton Homes	\$654,990	2,322	\$282.08	5,000	150	55	50	5
Breckenridge	Sierra West	Roseville	Lennar Homes	\$737,378	2,571	\$286.81	3,850	281	232	226	6
Camellia	Solaire	Roseville	Pulte Homes	\$769,657	3,046	\$252.68	6,000	67	62	57	5
Dragonfly I & II	Winding Creek	Roseville	D.R. Horton Homes	\$552,323	1,604	\$344.34	2,800	154	99	97	2
Emilia	Placer Vineyards	Roseville	Lennar Homes	\$688,922	2,683	\$256.77	6,825	404	199	190	9
Excelsior	Sierra Vista	Roseville	JMC Homes	\$893,323	2,962	\$301.59	7,500	80	77	69	8
Inspiration Village	Sierra Vista	Roseville	JMC Homes	\$622,490	1,683	\$369.87	3,600	103	98	86	12
Jasmine	Solaire	Roseville	Pulte Homes	\$673,990	2,560	\$263.28	4,500	107	73	62	11
Juniper	Winding Creek	Roseville	Tri Pointe Homes	\$848,306	3,203	\$264.85	5,000	74	16	10	6
Kindred	Sierra Vista	Roseville	Anthem United	\$674,776	2,379	\$283.64	5,500	159	93	81	12
Lazio	Placer Vineyards	Roseville	Lennar Homes	\$631,949	2,133	\$296.27	5,775	457	208	203	5
Meadowbrook	Fiddymont Farm	Roseville	JMC Homes	\$975,990	3,153	\$309.54	6,500	80	80	80	0
Milazzo	Amoruso Ranch	Roseville	D.R. Horton Homes	\$554,240	1,619	\$342.33	3,200	192	68	63	5
Molise	Placer Vineyards	Roseville	Lennar Homes	\$533,490	1,550	\$344.19	4,725	256	200	189	11
Morgan Place	No	Roseville	Tim Lewis Communities	\$649,948	2,330	\$278.95	4,050	79	33	27	6
Moscato at Brady Vineyards	No	Roseville	Woodside Homes	\$636,490	2,120	\$300.23	5,000	83	83	83	0
Northbrook	Fiddymont Farm	Roseville	JMC Homes	\$633,323	1,502	\$421.65	4,500	108	108	101	7
Pinnacle	Solaire	Roseville	Beazer Homes	\$607,990	2,170	\$280.18	4,050	120	48	42	6
Sagebrook	Fiddymont Farm	Roseville	JMC Homes	\$797,490	2,339	\$340.95	5,500	179	176	171	5
Seasons	Amoruso Ranch	Roseville	Richmond American Homes	\$691,200	2,537	\$272.45	6,000	75	43	23	20
Seasons at Sierra Vista	Sierra Vista	Roseville	Richmond American Homes	\$594,799	2,128	\$279.51	4,275	143	140	119	21
Sentinel Village	Sierra Vista	Roseville	JMC Homes	\$719,990	1,961	\$367.15	5,775	234	219	206	13
Summerfield	Sierra Vista	Roseville	Woodside Homes	\$578,190	1,881	\$307.38	3,000	135	30	21	9
Tapestry	Amoruso Ranch	Roseville	Richmond American Homes	\$814,350	3,182	\$255.92	6,000	63	43	25	18
Tesoro	Amoruso Ranch	Roseville	Brookfield Residential	\$842,209	3,234	\$260.42	5,500	76	15	8	7
Valley Oaks -- Parks	Campus Oaks	Roseville	The New Home Company	\$831,375	2,803	\$296.60	5,250	59	59	54	5
Valley Oaks -- Trails	Campus Oaks	Roseville	The New Home Company	\$1,076,142	3,609	\$298.18	6,300	62	62	62	0
Verrado	Solaire	Roseville	Beazer Homes	\$628,657	2,189	\$287.19	4,050	139	121	113	8
Vibrance	Solaire	Roseville	Tri Pointe Homes	\$681,363	2,212	\$308.03	3,000	88	76	71	5
Wildflower	Winding Creek	Roseville	Woodside Homes	\$813,990	2,875	\$283.13	5,500	97	75	64	11
Willow	Winding Creek	Roseville	Beazer Homes	\$671,990	2,215	\$303.38	3,600	40	12	4	8
Windham	Sierra West	Roseville	Lennar Homes	\$649,240	1,981	\$327.73	3,500	173	173	173	0
Minimum				\$533,490	1,502	\$252.68	2,800				
Maximum				\$1,076,142	3,609	\$421.65	7,500				
Average				\$709,375	2,394	\$302.09	4,845				

Source: The Gregory Group

Absorption

Project Name	Master Plan	Community	Developer	Avg. Home Price (2Q 2025 Only)	Avg. Home Size (2Q 2025 Only)	Typical Lot Size (SF)	2Q 2025	1Q 2025	4Q 2024	3Q 2024	12-Month Total	Average per Quarter	Average per Month
Allora	Amoruso Ranch	Roseville	Brookfield Residential	\$678,807	2,251	4,275	4	--	--	--	4	4.0	1.3
Aviara	Amoruso Ranch	Roseville	D.R. Horton Homes	\$654,990	2,322	5,000	2	13	20	12	47	11.8	3.9
Breckenridge	Sierra West	Roseville	Lennar Homes	\$737,378	2,571	3,850	15	23	14	0	52	13.0	4.3
Camellia	Solaire	Roseville	Pulte Homes	\$769,657	3,046	6,000	1	9	8	7	25	6.3	2.1
Emilia	Placer Vineyards	Roseville	Lennar Homes	\$688,922	2,683	6,825	5	13	21	9	48	12.0	4.0
Excelsior	Sierra Vista	Roseville	JMC Homes	\$893,323	2,962	7,500	5	1	11	6	23	5.8	1.9
Inspiration Village	Sierra Vista	Roseville	JMC Homes	\$622,490	1,683	3,600	12	11	10	8	41	10.3	3.4
Jasmine	Solaire	Roseville	Pulte Homes	\$673,990	2,560	4,500	9	5	9	12	35	8.8	2.9
Juniper	Winding Creek	Roseville	Tri Pointe Homes	\$848,306	3,203	5,000	10	--	--	--	10	10.0	3.3
Kindred	Sierra Vista	Roseville	Anthem United	\$674,776	2,379	5,500	8	16	8	17	49	12.3	4.1
Lazio	Placer Vineyards	Roseville	Lennar Homes	\$631,949	2,133	5,775	10	22	13	13	58	14.5	4.8
Meadowbrook	Fiddymont Farm	Roseville	JMC Homes	\$975,990	3,153	6,500	2	0	0	0	2	0.5	0.2
Milazzo	Amoruso Ranch	Roseville	D.R. Horton Homes	\$554,240	1,619	3,200	6	14	25	17	62	15.5	5.2
Molise	Placer Vineyards	Roseville	Lennar Homes	\$533,490	1,550	4,725	22	9	15	10	56	14.0	4.7
Northbrook	Fiddymont Farm	Roseville	JMC Homes	\$633,323	1,502	4,500	1	14	10	3	28	7.0	2.3
Pinnacle	Solaire	Roseville	Beazer Homes	\$607,990	2,170	4,050	5	9	4	8	26	6.5	2.2
Sagebrook	Fiddymont Farm	Roseville	JMC Homes	\$797,490	2,339	5,500	14	21	0	22	57	14.3	4.8
Seasons	Amoruso Ranch	Roseville	Richmond American Homes	\$691,200	2,537	6,000	17	6	--	--	23	11.5	3.8
Seasons at Sierra Vista	Sierra Vista	Roseville	Richmond American Homes	\$594,799	2,128	4,275	20	26	7	8	61	15.3	5.1
Sentinel Village	Sierra Vista	Roseville	JMC Homes	\$719,990	1,961	5,775	3	12	3	0	18	4.5	1.5
Summerfield	Sierra Vista	Roseville	Woodside Homes	\$578,190	1,881	3,000	11	4	2	4	21	5.3	1.8
Tapestry	Amoruso Ranch	Roseville	Richmond American Homes	\$814,350	3,182	6,000	13	12	--	--	25	12.5	4.2
Tesoro	Amoruso Ranch	Roseville	Brookfield Residential	\$842,209	3,234	5,500	8	--	--	--	8	8.0	2.7
Valley Oaks -- Parks	Campus Oaks	Roseville	The New Home Company	\$831,375	2,803	5,250	6	12	5	9	32	8.0	2.7
Valley Oaks -- Trails	Campus Oaks	Roseville	The New Home Company	\$1,076,142	3,609	6,300	2	5	8	11	26	6.5	2.2
Verrado	Solaire	Roseville	Beazer Homes	\$628,657	2,189	4,050	2	7	-1	10	18	4.5	1.5
Vibrance	Solaire	Roseville	Tri Pointe Homes	\$681,363	2,212	3,000	10	29	1	9	49	12.3	4.1
Wildflower	Winding Creek	Roseville	Woodside Homes	\$813,990	2,875	5,500	3	12	7	14	36	9.0	3.0
Willow	Winding Creek	Roseville	Beazer Homes	\$671,990	2,215	3,600	4	--	--	--	4	4.0	1.3
Windham	Sierra West	Roseville	Lennar Homes	\$649,240	1,981	3,500	1	0	15	7	23	5.8	1.9
Total							231	305	215	216			
No. of Active Projects							30	26	24	24			
Quarterly Pro-Rata							7.7	11.7	9.0	9.0			
Monthly Pro-Rata							2.6	3.9	3.0	3.0			
									3.1	Average Monthly Pro-Rata			

Source: The Gregory Group

Resale Pricing

The following table shows historical resale data for more recently built homes (2015 and newer) in the subject's 95747 zip code. We restricted our search to lot sizes with less than 10,000 square feet. The resale market is analyzed as a further gauge of buyer demand for housing. Often home buyers are considering housing purchase options that cover both the new home market, as well as the resale market.

Resales									
Address	Sale Date	Living Area (SF)	Sale Price	Last List Price	Sales Price/SF	Sale/List	Year Built	Days on Market	Lot Size (SF)
4032 Happy Camper Way	9/29/2025	3,025	\$790,000	\$815,990	\$261	96.81%	2023	103	5,763
501 Fluery Pl	9/26/2025	2,013	\$555,000	\$589,000	\$276	94.23%	2018	61	3,197
4009 Gunnar Dr	9/26/2025	1,892	\$549,000	\$565,000	\$290	97.17%	2018	42	3,354
5144 Molino Cir	9/26/2025	1,296	\$480,000	\$480,000	\$370	100.00%	2023	20	2,426
325 Provo Ct	9/26/2025	2,801	\$1,105,000	\$1,099,999	\$395	100.45%	2023	3	8,333
1049 Silverwire St	9/26/2025	2,018	\$649,999	\$649,999	\$322	100.00%	2022	11	3,960
7057 Fox Trot Way	9/25/2025	1,772	\$600,000	\$599,999	\$339	100.00%	2021	48	6,717
1033 Solstice St	9/17/2025	2,527	\$765,000	\$775,000	\$303	98.71%	2018	89	6,804
1088 Broken Spoke Ln	9/17/2025	4,000	\$1,140,000	\$1,175,000	\$285	97.02%	2016	42	8,481
7008 Orbital Ln	9/16/2025	2,188	\$545,480	\$550,000	\$249	99.18%	2019	112	5,776
1081 Makeway St	9/16/2025	1,486	\$560,000	\$569,000	\$377	98.42%	2016	45	6,429
4725 Jubilee Ct	9/16/2025	2,150	\$660,000	\$670,000	\$307	98.51%	2022	40	6,856
4073 Trinity Alps Way	9/15/2025	2,307	\$607,000	\$623,500	\$263	97.35%	2022	73	4,765
7016 Orbital Ln	9/15/2025	2,064	\$585,000	\$595,000	\$283	98.32%	2019	20	5,249
9097 Royal Gorge Loop	9/12/2025	2,106	\$652,500	\$675,000	\$310	96.67%	2020	41	7,135
3065 Newfoundland Dr	9/12/2025	2,971	\$782,000	\$794,011	\$263	98.49%	2023	28	7,196
2000 Shale St	9/12/2025	2,018	\$605,000	\$614,999	\$300	98.37%	2022	15	4,212
2233 Provincetown Way	9/8/2025	1,365	\$570,000	\$574,950	\$418	99.14%	2018	46	5,536
6073 Mystic Way	9/8/2025	1,587	\$595,000	\$599,900	\$375	99.18%	2022	6	4,896
4097 Trinity Alps Way	9/5/2025	2,704	\$640,000	\$665,000	\$237	96.24%	2022	25	3,999
617 Sea Cliff Ct	9/2/2025	1,343	\$555,000	\$559,000	\$413	99.28%	2022	46	3,602
3236 Dolcetto Street	9/2/2025	1,300	\$495,000	\$495,000	\$381	100.00%	2017	40	3,454
5008 Cardero Way	8/29/2025	2,104	\$760,000	\$768,888	\$361	98.84%	2022	5	5,615
4690 Nigella Cir	8/29/2025	2,579	\$740,000	\$749,900	\$287	98.68%	2022	1	8,268
7505 Moon Dream Way	8/28/2025	2,465	\$690,000	\$699,990	\$280	98.57%	2023	51	5,415
4621 Highland Lake Dr	8/27/2025	1,712	\$510,000	\$489,900	\$298	104.10%	2022	19	5,249
8200 Oakcliff Dr	8/27/2025	2,423	\$635,000	\$634,950	\$262	100.01%	2023	13	6,556
4121 Trinity Alps Way	8/25/2025	2,804	\$685,000	\$699,000	\$244	98.00%	2022	13	3,999
2049 Sycamore Grove Ln	8/22/2025	1,845	\$538,500	\$545,000	\$292	98.81%	2017	71	2,801
2243 Village Green Dr	8/21/2025	1,963	\$550,000	\$530,000	\$280	103.77%	2015	25	3,964
4705 Jubilee Ct	8/19/2025	2,150	\$625,000	\$625,000	\$291	100.00%	2021	6	6,856
2096 Cattledrive Way	8/18/2025	2,039	\$715,000	\$729,500	\$351	98.01%	2016	54	7,748
1100 London Pl	8/18/2025	2,284	\$610,000	\$629,000	\$267	96.98%	2015	14	3,463
3008 Jaffrey St	8/18/2025	3,121	\$940,000	\$949,000	\$301	99.05%	2020	13	7,088
3104 Bramblewood Way	8/15/2025	1,951	\$690,000	\$709,000	\$354	97.32%	2022	40	5,811
4561 Peace Lily Ln	8/15/2025	2,246	\$605,000	\$629,000	\$269	96.18%	2022	17	9,940
4024 Happy Camper Way	8/14/2025	2,705	\$772,000	\$775,990	\$285	99.49%	2023	74	5,698
5048 Super Moon Way	8/14/2025	4,371	\$1,050,000	\$1,050,000	\$240	100.00%	2022	6	7,148
5073 Chelsea Creek Rd	8/11/2025	2,341	\$595,000	\$600,000	\$254	99.17%	2021	6	3,598
8657 Trinidad Way	8/8/2025	3,223	\$835,000	\$844,900	\$259	98.83%	2018	45	7,144
3057 Newfoundland Dr	8/6/2025	2,410	\$649,000	\$649,000	\$269	100.00%	2023	13	7,196
4072 Fairweather Way	8/5/2025	3,312	\$817,000	\$850,000	\$247	96.12%	2022	54	8,028
4016 Happy Camper Way	8/4/2025	2,393	\$695,000	\$715,990	\$290	97.07%	2023	67	5,532
4509 Cloverleaf Way	8/4/2025	2,001	\$662,500	\$630,000	\$331	105.16%	2020	11	7,235
7232 Encore Way	8/1/2025	2,487	\$675,000	\$649,999	\$271	103.85%	2020	43	4,508
717 Swallowtail Ct	8/1/2025	1,964	\$599,999	\$599,999	\$305	100.00%	2019	39	4,243
6032 Barnside Pl	8/1/2025	4,000	\$1,130,000	\$1,125,000	\$283	100.44%	2016	4	9,814
Total Sales	47	2,337 (avg.)	\$686,383 (avg.)	\$693,922 (avg.)	\$302 (avg.)	98.98% (avg.)	2020 (avg.)	35 (avg.)	5,767 (avg.)

Source: Local Multiple Listing Service (MLS)

Ability to Pay

The subject property will include two merchant builders constructing four product lines. In this section, we will examine the ability to pay among prospective buyers for a representative price point of \$800,000, based on the indicators from the competing projects. First, we will estimate the required annual household income based on typical mortgage parameters in the subject's market area. Specifically, we will employ a loan-to-value ratio of 80% (down payment of 20%), mortgage interest rate of 6.50%, 360 monthly payments, and a 40% ratio for the housing costs as a percent of monthly income (inclusive of principal, interest, all taxes and insurance). Property tax payments are accounted for in the analysis as well as homeowner's insurance. The following table shows the estimate of the annual household income that would be required to afford homes priced at the representative price point.

Income Required		
Home Price	\$800,000	
Loan % of Price (Loan to Value)	80%	
Loan Amount	\$640,000	
Interest Rate	6.50%	
Mortgage Payment	\$4,045	
Property Taxes	\$716	Based on 1.073494%
City of Roseville Creekview Phase 5 CFD No. 1	\$344	
City of Roseville CFD No. 2	\$611	
City of Roseville CFD No. 3	\$641	
Property Insurance	\$167	
Total Monthly Obligation	\$6,524	
Mortgage Payment % of Income	40%	
Monthly Income	\$16,310	
Annual Income	\$195,714	

We have obtained income data from Claritas Spotlight by Environics Analytics, for a 10-mile radius surrounding the subject property, which is considered representative of typical buyers for the subject property. In the following table we show the income brackets within the noted area, along with estimates of the percentage of households able to afford homes priced at the representative price point within each income bracket.

Household Ability					
Household Income	Households	Percent of Households	Percent Able to Pay	Households	Households Able to Pay
< \$15,000	26,921	14.1%	0.0%	0	0.0%
\$15,000 - \$24,999	8,761	4.6%	0.0%	0	0.0%
\$25,000 - \$34,999	7,936	4.2%	0.0%	0	0.0%
\$35,000 - \$49,999	8,991	4.7%	0.0%	0	0.0%
\$50,000 - \$74,999	13,366	7.0%	0.0%	0	0.0%
\$75,000 - \$99,999	23,879	12.5%	0.0%	0	0.0%
\$100,000 - \$124,999	23,485	12.3%	0.0%	0	0.0%
\$125,000 - \$149,999	19,526	10.2%	0.0%	0	0.0%
\$150,000 - \$199,999	14,697	7.7%	8.6%	1,259	0.7%
\$200,000 - \$249,999	20,702	10.9%	100.0%	20,702	10.9%
\$250,000 - \$499,999	10,332	5.4%	100.0%	10,332	5.4%
\$500,000+	<u>12,174</u>	<u>6.4%</u>	100.0%	<u>12,174</u>	<u>6.4%</u>
	190,770	100.0%		44,467	23.3%

Conclusions

We have summarized some of the key points from this section as follows:

- Building permit activity for single-family residences in Roseville reached a peak in 2017, then fell precipitously the following year, but has been increasing since 2019, with totals surpassing the previous high.
- New home pricing in Roseville has been in a general increasing pattern over the last four years, albeit with a few quarterly dips. The highest new home pricing observed over the last four years was observed in Fourth Quarter 2024.
- According to the Gregory Group, there are currently 33 active new home projects in Roseville.
- Absorption rates within new home projects in West Roseville have ranged from 2.6 to 3.9 sales per month over the past year, with an average of 3.1 sales per month.
- Re-sale homes in West Roseville are transferring at or near the asking price, and the exposure period has averaged 35 days.
- Overall, demand for new homes in the subject's market area remains steady despite historically higher inflation and interest rates compared to years past.

Property Analysis

Land Description and Analysis

Land Description	
Land Area (Gross)	57.92 acres; 2,522,995 SF
Land Area (Usable)	53.11 acres; 2,313,472 SF
Primary Street Frontage	Benchmark
Shape	Irregular
Corner	Yes
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	06061C0920H
Date	November 2, 2018
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Roseville
Zoning Designation	RS
Description	Small Lot Residential
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	The small lot residential district is intended to allow either attached or detached single-family dwellings, and similar and related compatible uses.
Other Land Use Regulations	None reported or observed
Utilities	
Service	Provider
Water	City of Roseville
Sewer	City of Roseville
Electricity	Roseville Electric
Natural Gas	PG&E
Local Phone	AT&T, Comcast, Wave Broadband

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Offsite Improvements

At the time of inspection, intract work was substantially complete.

Entitlements

The project has recorded (July 29, 2025) final maps for 285 lots.

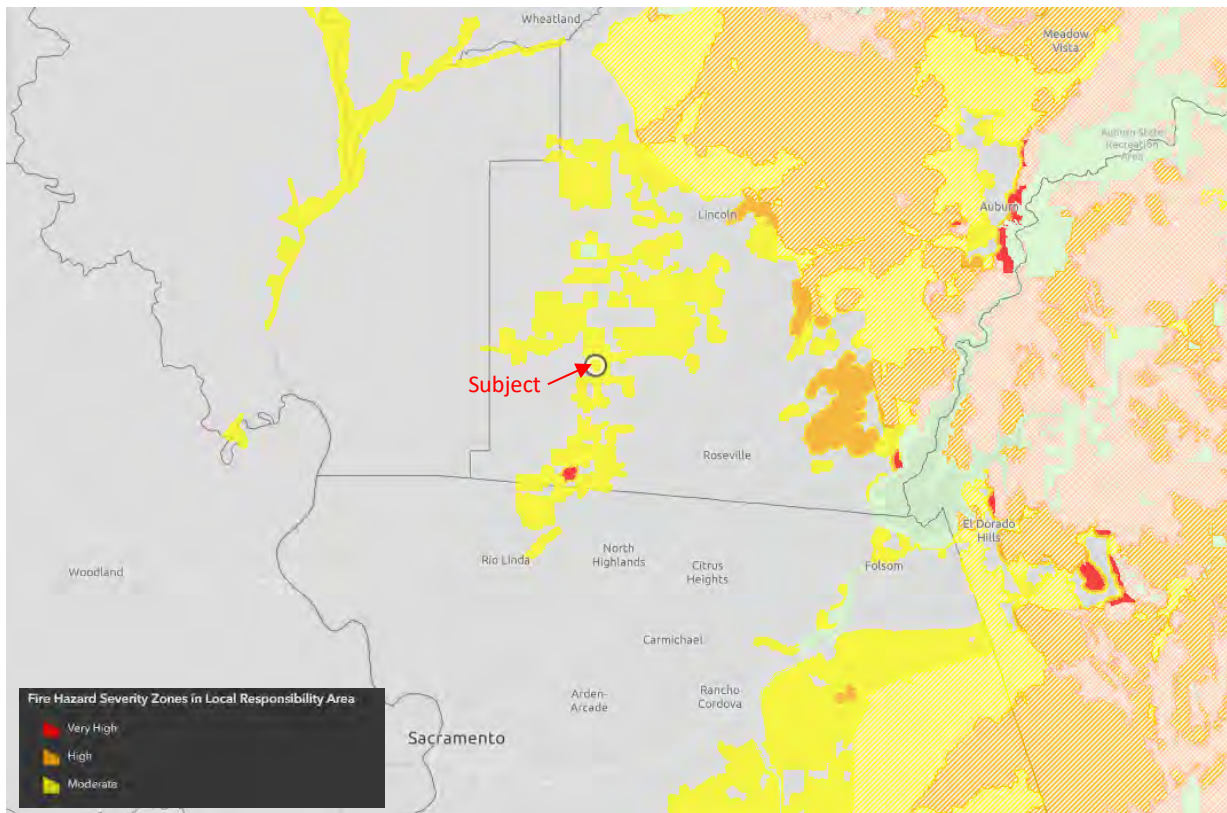
Seismic Hazards

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo Earthquake Fault Zoning Act was enacted by the State of California in 1972 to regulate development near active earthquake faults. The Act required the State Geologist to delineate "Earthquake Fault Zones" (formerly known as "Special Studies Zones") along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones unless geologic investigations demonstrate that the sites are not threatened by surface displacement from future faulting.

According to information from the California Department of Conservation and the California Geological Survey, the subject is not located within an Alquist-Priolo Special Studies Zone. The subject is not located in a liquefaction zone.

Fire Hazard Risk

The subject property is in Local Responsibility Area (LRA), meaning the financial responsibility of preventing and suppressing wildfires is primarily the responsibility of a Local agency (city of Roseville). The Fire and Resource Assessment Program of CAL FIRE has classified a portion of the subject's lots as a moderate area of concern. In moderate fire hazard zone, most insurance carriers will typically still write standard homeowners' insurance with fire coverage.



Zones effective as of February 10, 2025

Environmental Hazards

An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.

Easements, Encroachments and Restrictions

We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Permits and Fees

Based on information provided by the developer, permits and fees due at building permit average approximately \$95,000 per lot. This figure is consistent with fees at other projects in the area.

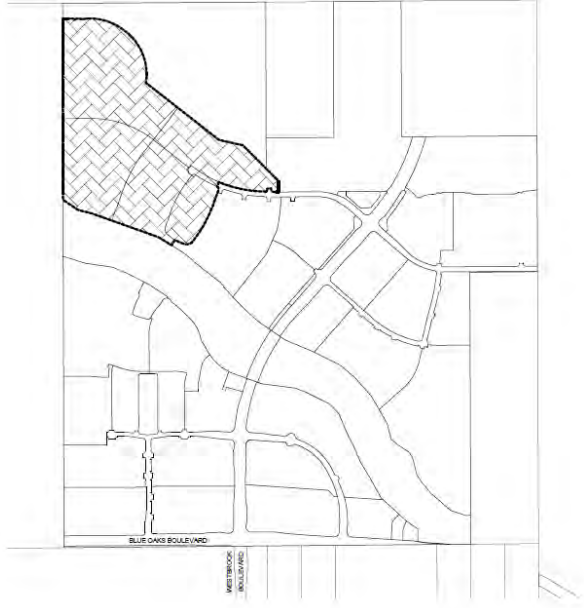
Site Development Costs

The only remaining site development costs associated with the lots are related to the installation of streetlights and transformers, which are expected to be installed in October. The total remaining costs range from \$239,200 to \$432,400 per village (\$4,300 to \$4,600 per lot).

Conclusion of Site Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include both attached and detached single-family dwellings. We are not aware of any other particular restrictions on development.

Boundary Map



PROPOSED BOUNDARY MAP
CITY OF ROSEVILLE
CREEKVIEW PHASE 5
COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
BEING A PORTION OF SECTION 14, T.11 N., R.6 E., M.D.M.

CITY CLERK'S MAP FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2025.

CARMEN AVALES, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

CITY CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARY OF CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2025 BY ITS RESOLUTION NO. _____.

CARMEN AVALES, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____ O'CLOCK _____ M. IN ROOM _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOCUMENT NO. _____

FEE: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

LEGEND

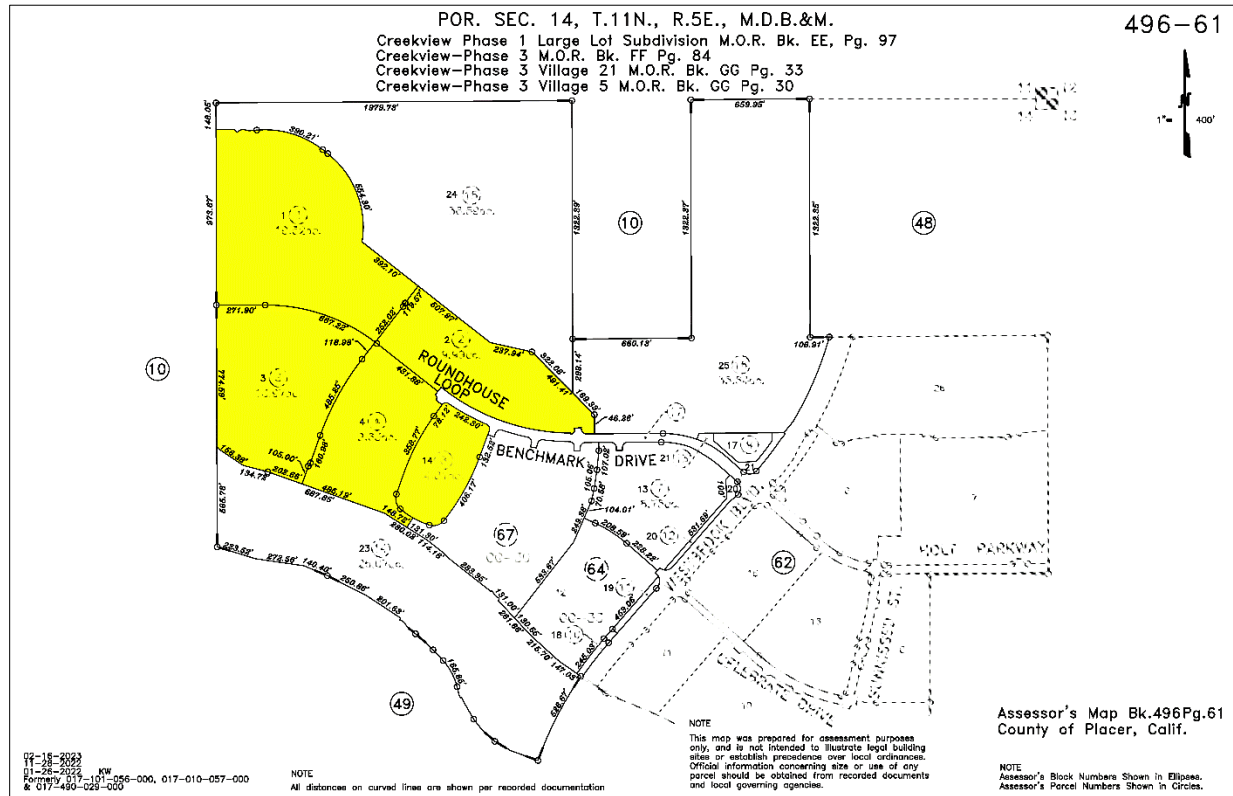
[Symbol] PROPOSED CFD BOUNDARY AND BOUNDARY OF PHASE 5 AREA

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1800 Green Road, Suite 100, Roseville, CA 95747 (916) 777-7770

MAY 2025

SHEET 1 OF 1 18431.CFD

Parcel Map

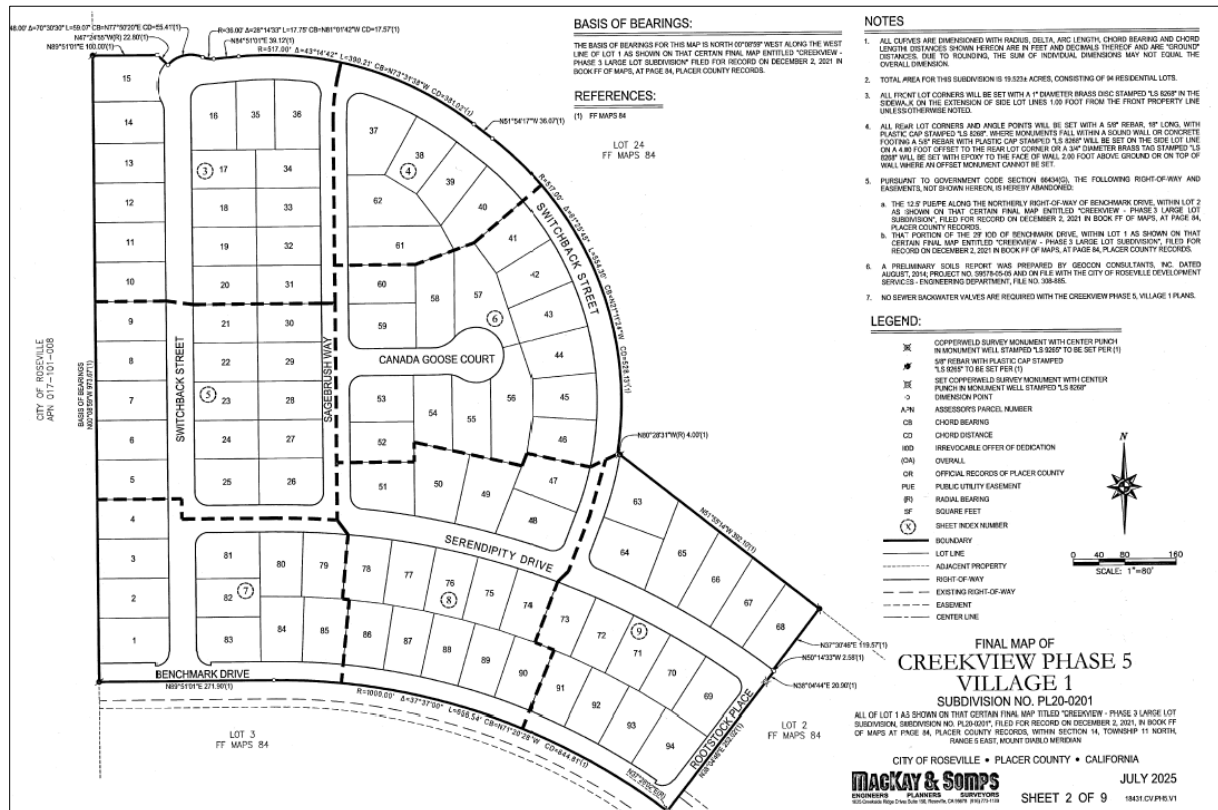


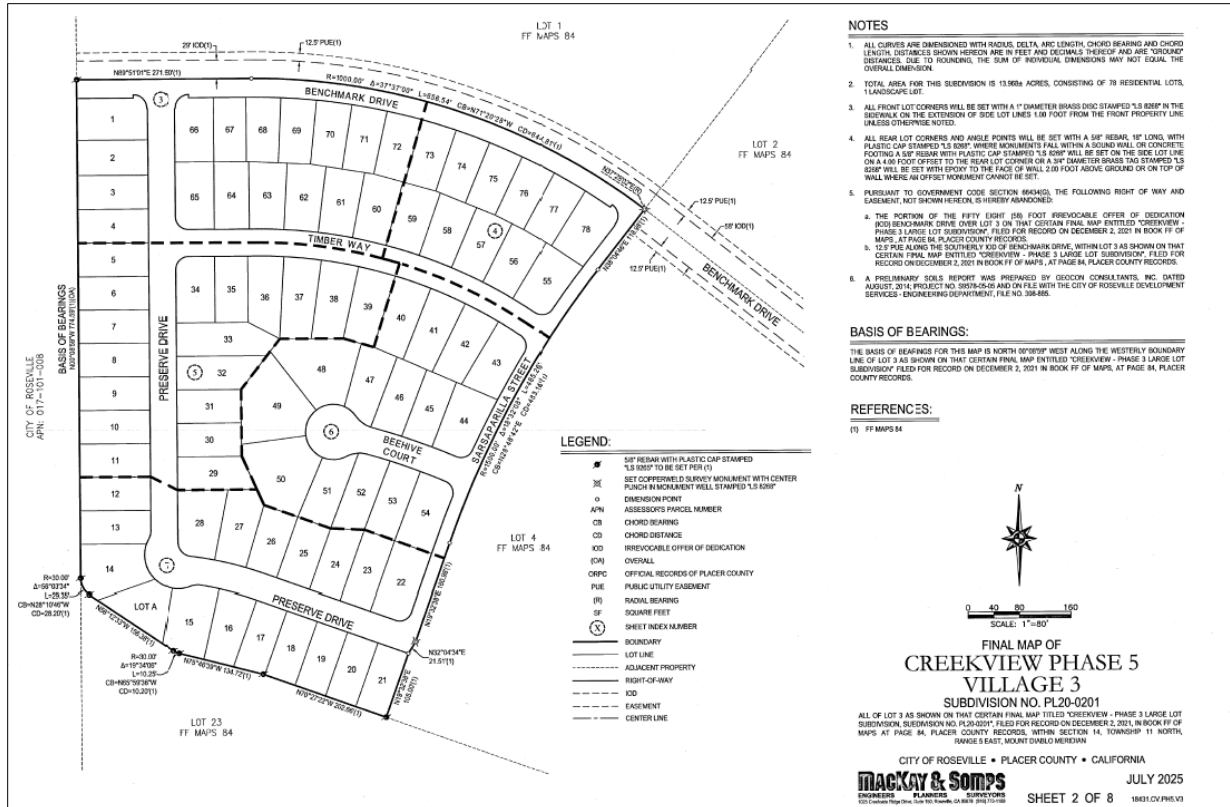
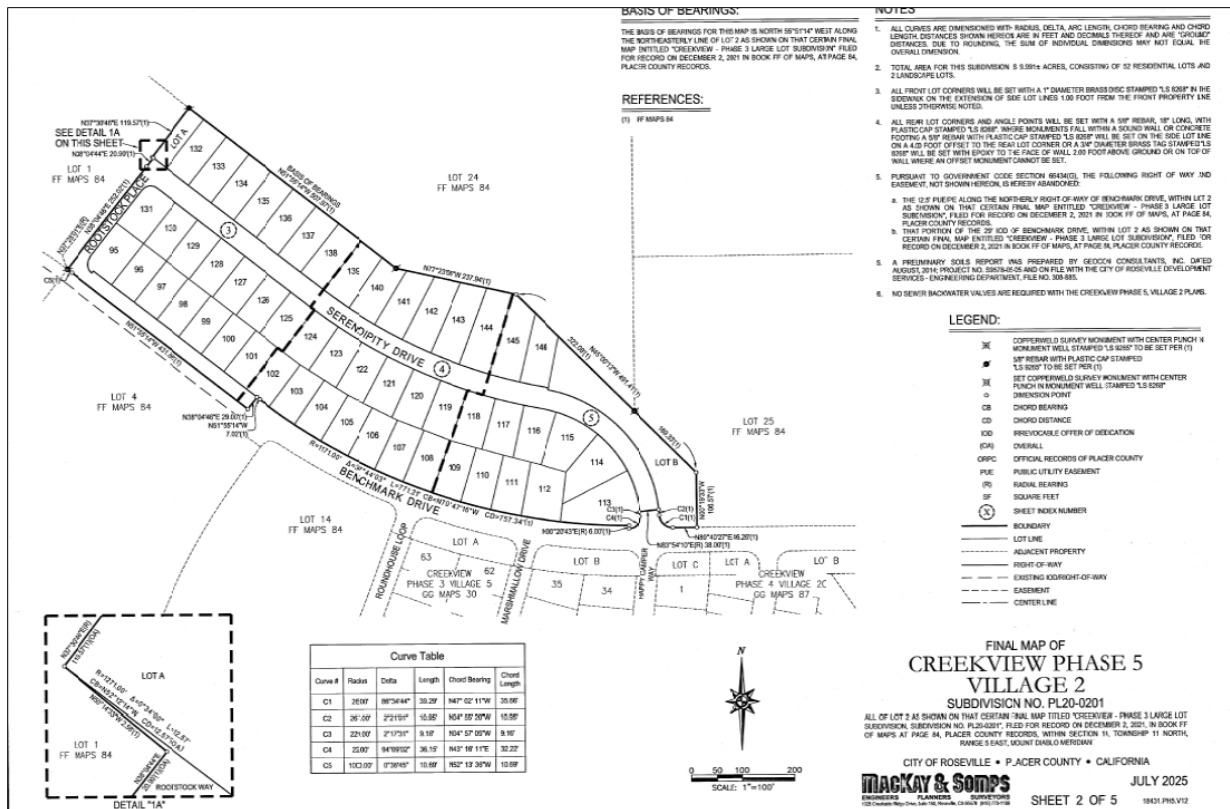
Aerial



Source: GoogleMaps; boundary lines are approximate

Final Maps













Real Estate Taxes

The property tax system in California was amended in 1978 by Article XIII to the State Constitution, commonly referred to as Proposition 13. It provides for a limitation on property taxes and for a procedure to establish the current taxable value of real property by reference to a base year value, which is then modified annually to reflect inflation (if any). Annual increases cannot exceed 2% per year.

The base year was set at 1975-76 or any year thereafter in which the property is substantially improved or changes ownership. When either of these two conditions occurs, the property is to be re-appraised at market value, which becomes the new base year assessed value. Proposition 13 also limits the maximum tax rate to 1% of the value of the property, exclusive of bonds and direct charges. Bonded indebtedness approved prior to 1978, and any bonds subsequently approved by a two-thirds vote of the district in which the property is located, can be added to the 1% tax rate.

Ad Valorem Taxes

The existing ad valorem taxes are of nominal consequence in this appraisal, primarily due to the fact these taxes will be adjusted substantially as the remaining property improvements are completed and in consideration of the definition of market value employed in this appraisal, which assumes a sale of the appraised properties. According to the Placer County Treasurer-Tax Collector's Office, the subject has a tax rate of 1.073494% for tax year 2025/26 (latest available), based on assessed value. In addition, the appraised properties are subject to direct charges.

Special Assessments

All of the appraised properties are encumbered by the Special Tax Lien of City of Roseville Creekview Phase 5 CFD No. 1 that also increases 2% per year. With respect to special taxes, we have relied upon information provided by the special tax consultant, for the annual special tax levy on the appraised properties, which are shown as follows for tax year 2025/26:

Special Tax Table (Fiscal Year 2025-26)		
Land Use Category	Lot Square Footage	Assigned Special Tax*
City of Roseville Creekview Phase 5 CFD No. 1 (Public Facilities)		
Low Density Residential (LDR)	6,000 SF	\$4,284 per unit
Low Density Residential (LDR)	5,500 SF	\$4,182 per unit
Low Density Residential (LDR)	5,000 SF	\$4,080 per unit
Low Density Residential (LDR)	4,500 SF	\$3,978 per unit
City of Roseville CFD No. 2 (Public Services)		
Low Density Residential (LDR)		\$611 per unit
City of Roseville CFD No. 3 (Municipal Services)		
Low Density Residential (LDR)		\$641 per unit
Creekview Phase 5 CFD No. 1 (Public Infrastructure) Maintenance Special Tax^		
Low Density Residential (LDR)	6,000 SF	\$2,142 per unit
Low Density Residential (LDR)	5,500 SF	\$2,091 per unit
Low Density Residential (LDR)	5,000 SF	\$2,040 per unit
Low Density Residential (LDR)	4,500 SF	\$1,989 per unit
*CFD No. 1 escalates 2% annually; CFD No. 2 & 3 escalate 4% annually		
^Levied after transition Year (2089-90)		
Source: Rate and Method of Apportionment of Special Taxes		

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Physically possible.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Highest and Best Use As If Vacant

Legally Permissible

The site is zoned RS, Small Lot Residential. Permitted uses include the small lot residential district is intended to allow either attached or detached single-family dwellings, and similar and related compatible uses. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. The subject property has recorded final maps for 285 single-family homes on individual lots and associated improvements. The subject's present entitlements are the result of significant planning and review, and any rezone or land use different than currently approved is unlikely. Given prevailing land use patterns in the area, only single-family residential is given further consideration in determining highest and best use of the site, as though vacant.

Physically Possible

The physical characteristics of a site that affect its possible use include, but are not limited to, location, street frontage, visibility, access, size, shape, topography, availability of utilities, offsite improvements, easements and soil and subsoil conditions. The legally permissible test has resulted in single-family residential development; at this point the physical characteristics are examined to see if they are suited for the legally permissible use.

Based on our physical inspection of the subject property, we know of no reason why the property would not support development. All utilities are available to the perimeter of the site. The property is not located within an adverse earthquake, flood, or fire zone. Further, the subject is proximate to new development and development appears possible. Surrounding land uses are compatible and/or similar. Development on adjacent properties provides support that soils are adequate for development. Based on the physical characteristics of the subject property, residential development is considered physically possible and most appropriate

Financially Feasible

Financial feasibility depends on supply and demand influences. With respect to financial feasibility of single-family residential development, in recent months merchant builders have acquired unimproved lots for near term construction, and there are multiple active projects in the area that demonstrate

demand for new homes. Finished lots are transferring for prices that exceed the sum of unimproved lots and site development costs, which reflects completion of site development is financially feasible. Further, as previously detailed, all the subject lots are presently under contract of sale with two merchant builders demonstrating the demand for developable lots remains active in the subject's market area.

Maximally Productive

Legal, physical, and market conditions have been analyzed to evaluate the highest and best use of the appraised properties as vacant. The analysis is presented to evaluate the type of use(s) that will generate the greatest level of future benefits possible to the property. Based on the factors previously discussed, the maximally productive use of the appraised properties, and their highest and best use as vacant is for near-term single-family residential development.

As Improved (Proposed)

As with the highest and best use as though vacant, the four tests of highest and best use must also be applied to the subject property considering the in-place improvements. Consideration must be given to the continued as-is use of the subject, as well as alternative uses for the subject. The potential alternative uses consist of demolition, expansion, conversion or renovation.

In the case of undeveloped land under development, consideration must be given to whether it makes sense to demolish existing improvements (either on-site or off-site improvements) for replacement with another use. The time and expense to demolish existing improvements, re-grade, reroute utilities or re-map must be weighed against alternative uses. If the existing or proposed improvements are not performing well, then it may produce a higher return to demolish existing improvements, if any, and re-grade the site for development of an alternative use.

Based on the current condition, the improvements completed contribute to the overall property value. The value of the subject property as improved exceeds its value as vacant less demolition. The highest and best use of the subject property as improved is for continuing development of the lots and construction of homes, as dictated by demand.

Most Probable Buyer

In conjunction with the definition of market value, this appraisal assumes a hypothetical sale of the subject properties to a probable buyer/user, as of the date of value. The subject is considered to have good appeal for production homes. The most probable buyer would be a developer/homebuilder for the finished lots.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Additional analyses often undertaken in the valuation of subdivisions include **extraction, land residual analysis**, and the **subdivision development method**.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Residential Lot Valuation

Benchmark Lot Valuation

In the benchmark lot analysis, we will assign a benchmark larger parcel. The typical lot sizes of the subject lots range from 4,500 to 6,000 square feet within the various larger parcels. Of these typical lot sizes, the average size is about 5,250 square feet. With regard to lot count, the larger parcels have lot counts that range from 52 to 94 lots, with an average of 71 lots. Given this discussion, our benchmark lot selections will be **Village C-1**, which contains 94 lots with a typical lot size of 6,000 square feet and **Village C-3**, which contains 78 lots with a typical lot size of 5,000 square feet.

Sales Comparison Approach

This approach is based on the economic principle of substitution. According to The Appraisal of Real Estate, 14th Edition (Chicago: Appraisal Institute, 2013), *“The principle of substitution holds that the value of property tends to be set by the cost of acquiring a substitute or alternative property of similar utility and desirability within a reasonable amount of time.”* The sales comparison approach is applicable when there are sufficient recent, reliable transactions to indicate value patterns or trends in the market.

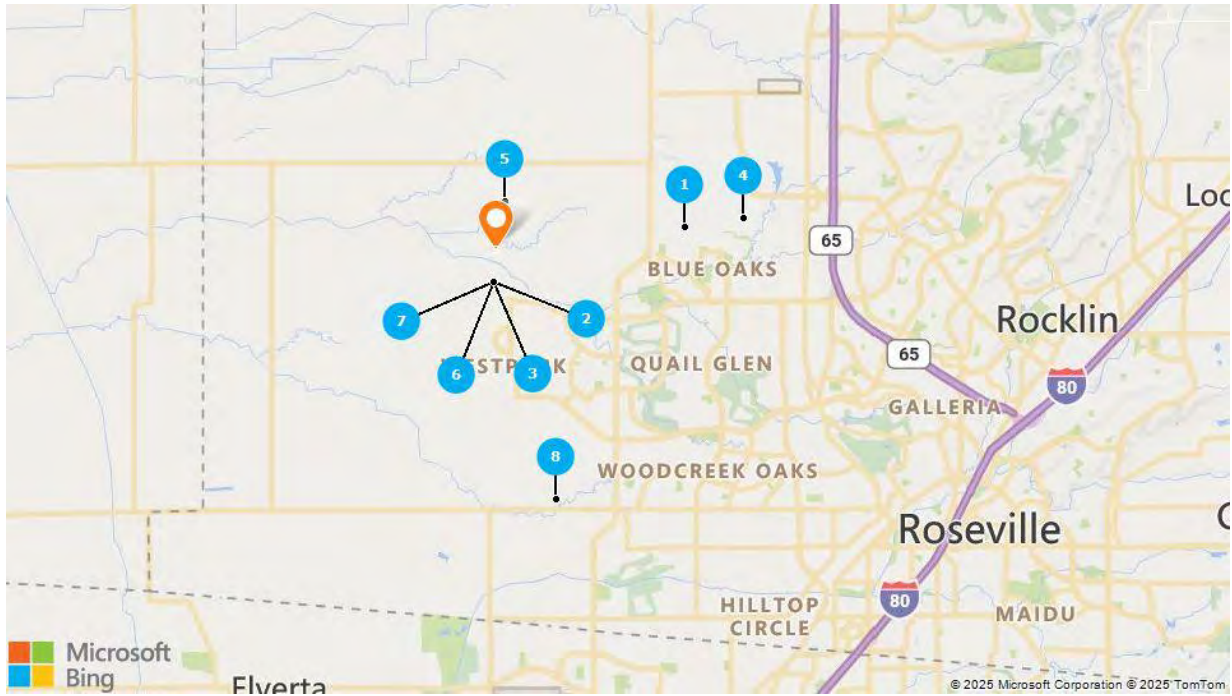
The proper application of this approach requires obtaining recent sales data for comparison with the subject property. In order to assemble the comparable sales, we searched public records and other data sources for leads, then confirmed the raw data obtained with parties directly related to the transactions (primarily brokers, buyers and sellers).

On the following page, we have arrayed comparable sales that have occurred in Roseville. The summary table is accompanied by a map and followed by details of each comparable. The basis of analysis is price per lot. The comparable data includes finished and unimproved transactions (with adjustments for remaining site costs and profit applied to the unimproved transactions).

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Sale Price; Bond Consideration/Lot	Typical Lot Size	Number of Lots	\$/Lot	Expenditures After Purchase
1	Villages 2 - 7 - Phase 1A Placer One Sunset Blvd. Placer County Placer County Comments: 626 residential lots with a typical lot size of 5,466 square feet sold in finished condition for \$145,903 per lot. The lots will transfer in three takedowns with the first one occurring on December 18, 2024 (238 lots), and each year thereafter. The final two takedowns will have 273 and 115 lots. Permits and fees are estimated at \$80,200 per lot, while special taxes are estimated at \$2,801 per lot. The purchase price is in addition to a Master Marketing Fee of 0.50% of the purchase price in connection with the closing of each individual home.	Dec-24 In-Contract	\$91,335,000 \$5,602	5,466	626	\$145,903	\$80,200
2	Winding Creek - Village C-7 E/O Westbrook Blvd., N/O Blue Oaks Blvd. Roseville Placer County Comments: This comparable represents the sale of 74 finished lots with a typical lot size of 5,250 square feet. Permits & fees average \$92,423 per lot and annual special assessments are \$3,237 per lot. The purchase price is in addition to a Master Marketing Fee of 0.75% of HUD Purchase Price which is to be paid in connection with each home closing.	Nov-24 Closed	\$17,200,000 \$6,474	4,050	74	\$232,432	\$92,423
3	Winding Creek - Villages C-6 & C-8 E/O Westbrook Blvd., N/O Blue Oaks Blvd. Roseville Placer County Comments: This comparable represents the sale of 80 finished lots with a typical lot size of 4,050 square feet. Permits & fees average \$92,423 per lot and annual special assessments are \$3,237 per lot. The purchase price is in addition to a Master Marketing Fee of 0.75% of HUD Purchase Price which is to be paid in connection with each home closing.	Nov-24 Closed	\$15,280,000 \$6,474	4,050	80	\$191,000	\$92,423
4	Villages 12/13 - Phase 1B Placer One Foothills Blvd. Placer County Placer County Comments: 141 residential lots with a typical lot size of 5,011 square feet sold in bluetop condition for \$150,213 per lot. The property was purchased by a land bank, who subsequently went under contract to Pulte Homes. The site development costs to bring the lots to finished condition is estimated at \$54,246 per lot. Permits and fees are estimated at \$80,000 per lot. We were not provided with an estimated bond encumbrance. Therefore, based on a survey of surrounding properties, it is estimated the subject would have a bond encumbrance of \$3,000 per lot. The purchase price is in addition to a Master Marketing Fee of 0.50% of the purchase price in connection with the closing of each individual home.	Nov-24 Closed	\$21,180,000 \$6,000	6,000	141	\$150,213	\$134,246
5	Amoruso Ranch - Phase 1 (AR-4, 5, 6, 11, 34, 35) Amoruso Ranch Rd. Roseville Placer County Comments: This transaction represents the sale of 138 finished LDR lots with an average lot size of 6,000 square feet. Permits & fees average \$90,758 per lot and annual special taxes are \$4,300 per lot.	Dec-23 Closed	\$28,980,000 \$8,600	4,300	138	\$210,000	\$90,758
6	Winding Creek - Village C-5 W/O Westbrook Blvd., N/O Blue Oaks Blvd. Roseville Placer County Comments: This comparable represents the sale of 74 finished lots with a typical lot size of 5,000 square feet. Permits & fees average \$92,423 per lot and annual special assessments are \$3,111 per lot. The purchase price is in addition to a Master Marketing Fee of 0.75% of HUD Purchase Price which is to be paid in connection with each home closing. The lots are located in RCSD/RJUHSD.	Apr-23 Closed	\$10,730,000 \$6,222	5,000	74	\$145,000	\$92,423
7	Winding Creek - Village C-9 E/O Westbrook Blvd., N/O Blue Oaks Blvd. Roseville Placer County Comments: This comparable represents the sale of 97 finished lots with a typical lot size of 5,500 square feet. Permits & fees average \$92,423 per lot and annual special assessments are \$3,111 per lot. The southern lots are anticipated to achieve open space premiums as they are adjacent to Pleasant Grove Creek. The purchase price is in addition to a Master Marketing Fee of 0.75% of HUD Purchase Price which is to be paid in connection with each home closing.	Apr-23 Closed	\$16,005,000 \$6,222	5,500	97	\$165,000	\$92,423
8	Torrente Sierra Village Dr. Roseville Placer County Comments: This comparable represents the sale of 159 paper lots (115 LDR lots with a typical lot size of 6,000 square feet, 44 MDR lots with a typical lot size of 3,402 square feet) with a tentative map in place. Backbone infrastructure costs total \$6,734,500 (\$42,355 per lot). However, the Developer is entitled to a combination of reimbursements and fee credits through various municipal programs as part of development agreements to construct certain public infrastructure that benefits more than just the Torrente project. As such, the net backbone costs are \$22,432 per lot; in-tract costs are \$77,493 per lot (total construction costs of \$99,925). Net permits and fees due at building permit average \$64,020 per LDR lot, and \$55,044 per MDR lot (weighted average of \$61,536). These lots are located within the CIUSD. The special assessment are estimated at \$2,986 per lot.	Apr-22 Closed	\$16,000,000 \$5,972	5,280	159	\$100,629	\$161,461
Subject Creekview Phase 5 Roseville, CA		5,000 / 6,000					

Comparable Land Sales Map





Sale 1
Villages 2 - 7 - Phase 1A Placer One



Sale 2
Winding Creek - Village C-7



Sale 3
Winding Creek - Villages C-6 & C-8



Sale 4
Villages 12/13 - Phase 1B Placer One



Sale 5
Amoruso Ranch - Phase 1 (AR-4, 5, 6, 11, 34, 35)



Sale 6
Winding Creek - Village C-5



Sale 7
Winding Creek - Village C-9



Sale 8
Torrente

Loaded Lot Analysis

The sales are compared to the subject and adjusted to account for material differences that affect value. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

This analysis relies on qualitative adjustments, with adjustments being characterized as being slightly superior/inferior, superior/inferior, or significantly superior/inferior, where approximate percent adjustments would be assigned as follows:

Qualitative Adjustment Summary

Adjustment	Identification	General Percent of	
		Adjustment Ranges	
Sig. Inferior	+++	11%	to 20+%
Inferior	++	6%	to 10%
Sl. Inferior	+	1%	to 5%
Similar		0%	
Sl. Superior	-	-1%	to -5%
Superior	--	-6%	to -10%
Sig. Superior	---	-11%	to -20+%

While we present percentage adjustments in the above table for comparison purposes, they are based on qualitative judgment rather than empirical research as there is not sufficient data to develop a sound quantitative estimate.

As a result of the limited data present in the market, many of the adjustments require the appraiser's experience and knowledge of the market and information obtained from those knowledgeable and active in the marketplace. Additionally, many of the adjustments are subjective and reflect the premiums and discounts a typical buyer would most likely assign for differing attributes between the comparables and the subject property.

Our rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Expenditures After Purchase	Remaining site development costs (if any) as well as a permits and fees due upon building permit are included on a dollar-for-dollar basis, all of which are presumed to be an obligation of the merchant builder.	All adjustments are accounted for accordingly.
Bond Encumbrance	The present value of the special taxes or the assessment lien are considered	If applicable, we consider the estimated bond encumbrances for a typical holding period (2 years) which are adjusted to the subject on a dollar-for-dollar basis
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	All of the comparables are all cash or cash to seller transactions and do not warrant an adjustment.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	All of the comparables are market transactions and do not warrant an adjustment for conditions of sale.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	Home values increased significantly leading up to the first quarter of 2022, when mortgage interest rates began a steady increase from historical lows (below 3%) to over 7%. While some price appreciation was offset by rising construction costs (materials) and labor shortages during the pandemic, construction costs have since moderated. As the inventory of available new homes continues to deplete, and demand remains strong, despite the higher interest rates, home prices remain relatively stable, with marginal increases/decreases quarter to quarter. As such, we have applied a market conditions adjustment to Comparables 6 and 7. Comparable 8

Adjustment Factor	Accounts For	Comments
		transferred during early 2022, which was a tumultuous period for pricing in bulk lot sales which represented a point in the market. As such, an upward adjustment was not required for this comparable. Comparable 1 was negotiated prior to the dates of sale; the contract date of this sale was accounted for in this analysis. For more information on the sales comparables, please refer to the addenda of the report.
Location/Community Appeal	Market or submarket area influences on sale price; surrounding land use influences.	Overall community appeal is considered good. As observed by the number of transactions within the past 24 months, South Placer County is a highly desirable submarket for single-family residential lots. The subject and all of the comparables are located within similar areas of West Roseville and do not require adjustment.
Number of Lots	Generally, there is an inverse relationship between the number of lots and price per lot such that larger projects (with a greater number of lots) achieve a lower price per lot.	Typically, variances in per lot prices, all else being equal, are not observed in transactions between 40 and 250 lots. Most of the comparables represent fairly similar sized transactions and do not require adjustments. However, an upward adjustment is made for comparables with lot counts above 300 lots.
Lot Size	Adjustments for differences in lot size between the comparables and subject are considered.	Those comparables with discernably smaller lot sizes relative to the subject's typical lot size of 5,000 and 6,000 square feet, are adjusted upward.
Site Utility	Primary physical factors that affect desirability of lots.	The subject property is considered to have average utility. Each of the comparables are considered to offer

Adjustment Factor	Accounts For	Comments
Lot Premiums/ Discounts	Primary physical factors that affect desirability of lots.	similar site utility as the subject and no additional adjustments for this characteristic are required. The subject has average lot premiums/discounts. All of the comparables have similar lot premiums/discounts and no adjustments are warranted.
School District	The market has demonstrated preference for certain school districts, which are reflected within home sale prices.	The subject lots are located within the Roseville City School District (RCSD) and Roseville Joint Union High School District (RJUSD) which all else being equal, is regarded as more desirable by homeowners when compared to the Center Joint Unified School District (CJUSD). As such, Comparable 8, which is located within the CJUSD receives an upward adjustment.

The following table summarizes the adjustments we make to the comparable sales.

Land Sales Adjustment Grid									
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6	Comparable 7	Comparable 8
Name	Creekview Phase 5	Villages 2 - 7 - Phase 1A Placer One	Winding Creek - Village C-7	Winding Creek - Villages C-6 & C-8	Villages 12/13 - Phase 1B Placer One	Amoruso Ranch - Phase 1 (AR-4, 5, 6, 11, 34, 35)	Winding Creek - Village C-5	Winding Creek - Village C-9	Torrente
Address	Benchmark Dr.	Sunset Blvd.	E/O Westbrook Blvd., N/O Blue Oaks Blvd.	E/O Westbrook Blvd., N/O Blue Oaks Blvd.	Foothills Blvd.	Amoruso Ranch Rd.	W/O Westbrook Blvd., N/O Blue Oaks Blvd.	E/O Westbrook Blvd., N/O Blue Oaks Blvd.	Sierra Village Dr.
City	Roseville	Placer County	Roseville	Roseville	Placer County	Roseville	Roseville	Roseville	Roseville
County	Placer	Placer	Placer	Placer	Placer	Placer	Placer	Placer	Placer
Sale Date		Dec-24	Nov-24	Nov-24	Nov-24	Dec-23	Apr-23	Apr-23	Apr-22
Sale Status		In-Contract	Closed	Closed	Closed	Closed	Closed	Closed	Closed
Sale Price		\$91,335,000	\$17,200,000	\$15,280,000	\$21,180,000	\$28,980,000	\$10,730,000	\$16,005,000	\$16,000,000
Number of Lots	78 / 94	626	74	80	141	138	74	97	159
Price per Lot		\$145,903	\$232,432	\$191,000	\$150,213	\$210,000	\$145,000	\$165,000	\$100,629
Expenditures After Purchase		\$80,200	\$92,423	\$92,423	\$134,246	\$90,758	\$92,423	\$92,423	\$161,461
Bond Consideration		\$5,602	\$6,474	\$6,474	\$6,000	\$8,600	\$6,222	\$6,222	\$5,972
Price per Lot (Loaded)		\$231,705	\$331,329	\$289,897	\$290,459	\$309,358	\$243,645	\$263,645	\$268,062
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Ranking		-	-	-	-	-	-	-	-
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller	Cash to seller
Adjustment		-	-	-	-	-	-	-	-
Conditions of Sale		Arm's-length	Arm's-length	Arm's-length	Arm's-length	Arm's-length	Arm's-length	Arm's-length	Arm's-length
Adjustment		-	-	-	-	-	-	-	-
Market Conditions	10/1/2025	Dec-24	Nov-24	Nov-24	Nov-24	Dec-23	Apr-23	Apr-23	Apr-22
Adjustment		Inferior	-	-	-	-	Inferior	Inferior	-
Location/Community	Roseville	Placer County	Roseville	Roseville	Placer County	Roseville	Roseville	Roseville	Roseville
Adjustment		-	-	-	-	-	-	-	-
Number of Lots	78 / 94	626	74	80	141	138	74	97	159
Adjustment		Inferior	-	-	-	-	-	-	-
Typical Lot Size	5,000 / 6,000	5,466	5,250	4,050	5,011	6,000	5,000	5,500	5,280
Adjustment		-	-	Inferior	-	-	-	-	-
Shape and Topography	Average	Average	Average	Average	Average	Average	Average	Average	Average
Adjustment		-	-	-	-	-	-	-	-
Lot Premiums/Discounts	Average	Average	Average	Average	Average	Average	Average	Average	Average
Adjustment		-	-	-	-	-	-	-	-
School District	RCSD/RJUSD	RCSD/RJUSD	RCSD/RJUSD	RCSD/RJUSD	RCSD/RJUSD	RCSD/RJUSD	RCSD/RJUSD	RCSD/RJUSD	CJUSD
Adjustment		-	-	-	-	-	-	-	Inferior
Overall Ranking		Inferior	Similar	Inferior	Similar	Similar	Inferior	Inferior	Inferior

Land Value Conclusion

The comparables reflect a range of sales prices of \$100,629 to \$232,432 per lot. The wide disparity in the unadjusted range is largely attributable to lot condition at time of sale (unimproved lots, partially improved lots and improved lots), as well as differences in permits and fees and bond encumbrances. After accounting for remaining site development costs, permits and fees and bond encumbrances, the comparables exhibit a loaded lot range of \$231,705 to \$331,329 per loaded lot. The following table summarizes the loaded lot values (unadjusted) and our conclusion of loaded lot value for the subject property.

Bulk Lot Ranking Summary			
Comparable	Sale Date	\$/ Loaded Lot (Unadjusted)	Net Adjustment
2	Nov-24	\$331,329	Similar
Subject (6,000 SF)	--	\$330,000	--
5	Dec-23	\$309,358	Similar
Subject (5,000 SF)	--	\$305,000	--
4	Nov-24	\$290,459	Similar
3	Nov-24	\$289,897	Inferior
6	Apr-23	\$243,645	Inferior
8	Apr-22	\$268,062	Inferior
7	Apr-23	\$263,645	Inferior
1	Dec-24	\$231,705	Inferior

As shown, the loaded lot value indicator for the subject property is estimated to be generally similar to Comparables 2, 4, and 5 and higher than the balance of the data set. Loaded lot indicators of \$305,000 and \$330,000 per lot appear reasonable for the subject's 5,000 square foot and 6,000 square foot lots, respectively. Deducting the subject's net permits and fees due at building permit (\$95,000 per lot), yields lot values for the subject property as calculated follows.

Conclusion of Value: Sales Comparison Approach		
Lot Size Categories	5,000 SF	6,000 SF
Concluded Loaded Lot Value	\$305,000	\$330,000
Less: Permits & Fees	<u>(\$95,000)</u>	<u>(\$95,000)</u>
Estimated Finished Lot Value	\$210,000	\$235,000

Extraction Analysis

As support for the estimate of finished lot value concluded in the sales comparison approach, we utilize an extraction (residual) analysis that takes into account home prices, direct and indirect construction costs, accrued depreciation and developer's incentive in order to arrive at an estimate of finished lot value. The elements of the extraction technique are discussed below.

Revenue

The benchmark lots have a typical lot size of 5,000 and 6,000 square feet. Based on the Residential Market section of this report and considering current asking prices, we estimate typical average-sized homes on the subject would contain approximately 2,485 and 2,850 square feet, with corresponding base prices of \$775,000 and \$825,000, for the subject's 5,000 and 6,000 square foot lots, respectively. These estimates will be utilized in the extraction analyses.

Expense Projections

As part of an ongoing effort to assemble market information, the table below reflects survey responses and developer budget information for numerous single-family residential subdivisions throughout the Northern California region.

Developer Classification	Budget Date	No. of Units	Quality	Avg. Home Size (SF)	Typical Lot Size	G & A % of Revenue	Mkt & Sales % of Revenue	Direct Costs/SF	Indirect Costs/SF	Indirect % of Direct Costs	Site Costs/Lot	Permits & Fees/Unit	Cost per Model	Profit % of Revenue
National	2025	108	Average	1,926	4,260	5.0%	5.0%	\$115.00	N/Av	N/Av	\$94,168	\$58,485	\$50,000	18.00%
National	2025	55	Average	3,131	6,300	N/Av	N/Av	\$89.90	N/Av	N/Av	\$72,436	\$82,900	N/Av	N/Av
National	2025	177	Average	1,992	4,763	N/Av	N/Av	\$78.50	\$9.69	12.3%	\$146,377	\$71,100	N/Av	N/Av
National	2024	71	Average	1,877	2,900	2.7%	N/Av	\$104.00	\$12.69	12.21%	N/Av	\$60,710	N/Av	12.28%
National	2024	107	Good	3,626	9,000	2.0%	1.0%	\$104.58	N/Av	N/Av	N/Av	\$89,819	N/Av	N/Av
National	2024	862	Average	2,056	5,280	N/Av	N/Av	\$99.56	N/Av	N/Av	\$161,203	\$60,400	N/Av	N/Av
National	2024	236	Average	1,500	5,940	6.0%	6.0%	\$119.00	N/Av	N/Av	\$131,355	\$42,660	N/Av	N/Av
Regional	2024	39	Average	1,948	5,850	2.5%	2.5%	\$122.54	\$11.00	8.97%	\$126,628	\$82,717	N/Av	14.50%
National	2024	276	Average	1,820	3,000	2.7%	2.7%	\$93.38	N/Av	N/Av	N/Av	\$48,101	N/Av	19.20%
National	2024	184	Average	2,098	2,746	4.5%	4.5%	\$92.00	\$11.44	12.43%	\$98,293	\$28,400	N/Av	19.00%
Regional	2024	87	Average	2,290	5,200	N/Av	N/Av	\$115.00	N/Av	N/Av	N/Av	\$59,832	\$325,000	8.13%
National	2024	120	Average	2,170	3,825	3.5%	3.5%	\$129.00	N/Av	N/Av	\$88,501	\$63,700	N/Av	13.00%
National	2024	85	Average	2,147	4,800	N/Av	4.5%	\$95.47	\$9.78	10.24%	N/Av	\$96,000	N/Av	N/Av
National	2024	89	Average	2,135	7,200	N/Av	N/Av	\$88.55	N/Av	N/Av	\$76,390	\$66,100	N/Av	N/Av
National	2024	129	Average	2,707	6,200	N/Av	N/Av	\$83.18	N/Av	N/Av	\$139,940	\$54,600	\$37,814	N/Av
National	2023	19	Good	3,165	6,720	N/Av	N/Av	\$115.00	\$10.93	9.50%	\$216,684	\$69,000	N/Av	12.0%
National	2023	606	Average	2,267	5,784	N/Av	N/Av	\$109.88	N/Av	N/Av	\$145,000	\$50,798	N/Av	N/Av
National	2023	435	Average	2,779	6,096	N/Av	N/Av	\$100.15	N/Av	N/Av	\$120,000	\$84,203	N/Av	N/Av
Local	2023	31	Good	2,560	3,695	2.5%	4.0%	\$137.00	\$6.85	5.00%	N/Av	\$43,610	N/Av	7.0%
National	2023	106	Average	1,733	3,825	6.0%	6.0%	\$120.00	\$3.00	2.50%	\$80,547	\$52,187	N/Av	N/Av
Local	2023	46	Average	1,411	3,400	N/Av	N/Av	\$130.00	\$18.00	13.85%	\$94,565	\$38,000	N/Av	N/Av
Local	2023	53	Average	2,900	6,750	3.5%	3.0%	\$85.53	\$16.67	19.49%	\$125,482	\$64,861	N/Av	12.0%
National	2023	85	Average	1,844	3,000	N/Av	N/Av	\$96.00	N/Av	N/Av	\$65,855	\$48,588	N/Av	N/Av
Regional	2023	55	Good	3,359	7,150	N/Av	N/Av	\$117.00	N/Av	N/Av	\$229,608	\$51,500	N/Av	N/Av
National	2023	202	Average	2,342	7,250	N/Av	N/Av	\$72.06	\$11.06	15.35%	\$76,242	\$73,000	N/Av	N/Av
National	2023	276	Average	2,220	7,200	N/Av	N/Av	\$74.96	\$11.09	14.79%	\$83,185	\$32,800	\$80,339	N/Av
Regional	2023	52	Average	2,607	6,200	N/Av	5.80%	\$101.86	\$6.86	6.73%	\$164,076	\$73,595	N/Av	10.06%
National	2023	177	Average	2,112	7,200	N/Av	N/Av	\$77.91	\$9.73	12.49%	\$110,669	\$61,700	N/Av	N/Av
National	2023	573	Average	2,327	5,232	N/Av	N/Av	\$99.86	N/Av	2.50%	\$126,003	\$98,422	N/Av	20.00%
National	2022	150	Average	2,092	5,500	N/Av	N/Av	\$92.11	N/Av	N/Av	\$72,875	\$51,700	N/Av	20.5%
National	2022	96	Average	2,346	7,350	N/Av	N/Av	\$79.46	N/Av	N/Av	\$124,544	\$68,647	\$164,265	N/Av
								Minimum	\$72.06					
								Maximum	\$137.00					
								Average	\$101.24					

Information from the survey above will contribute to the estimate of development expenses classified as follows.

General and Administrative

These expenses consist of management fees, liability and fire insurance, inspection fees, appraisal fees, legal and accounting fees and copying or publication costs. This expense category typically ranges from 2.5% to 4.0%, depending on length of project and if all of the categories are included in a builder's budget. We have used 3.0% for general and administrative expenses.

Marketing and Sale

These expenses typically consist of advertising and promotion, closing costs, sales operations, and sales commissions. The expenses are expressed as a percentage of the gross sales revenue. The range of marketing and sales expenses typically found in projects within the subject's market area is 5.0% to 6.5%. A figure of 6.0%, or 3.0% for marketing and 3.0% for sales, is estimated in the marketing and sales expense category.

Direct and Indirect Construction Costs

Construction costs are generally classified into direct and indirect costs. Direct costs reflect the cost of labor and materials to build the project. Direct costs generally are lower per square foot for larger floor plans, all else being equal, due to economies of scale. Indirect items are the carrying costs and fees incurred in developing the project and during the construction cycle. Construction quality and market-segment are significant factors that affect direct construction costs. In addition, national/public builders, which are able to achieve lower costs due to the larger scale in which orders are placed, routinely achieve lower direct costs.

Based on the cost comparables, and considering the product line under development, direct cost estimates of \$85-\$95 per square foot are applied to each home.

Regarding indirect costs, the following list itemizes some of the typical components that generally comprise indirect costs:

- Architectural and engineering fees for plans, plan checks, surveys and environmental studies
- Appraisal, consulting, accounting and legal fees
- The cost of carrying the investment in land and contract payments during construction. If the property is financed, the points, fees or service charges and interest on construction loans are considered
- All-risk insurance
- The cost of carrying the investment in the property after construction is complete, but before sell-out is achieved
- Developer fee earned by the project coordinator
- Interest reserve

Conversations with homebuilders indicate the indirect costs generally range anywhere from 10% to 30% of the direct costs (excluding marketing, sales, general and administrative expenses, taxes, which are accounted for separately). The indirect costs in the static residual (extraction) analysis must

capture the additional cost factors segregated in the discounted cash flow, such as property taxes, special taxes and the effects of time value of money; thus, in this analysis, indirect costs of 22.0% is considered reasonable for the subject.

Permits and Fees

As noted, permits and fees due at building permit are projected to average approximately \$95,000 per lot.

Accrued Depreciation

For new construction on the subject, an allocation for depreciation (physical, functional, or economic) is not applicable.

Developer's Incentive

According to industry sources, developer's incentive (profit) historically has ranged anywhere from 5% to 25%, with a predominate range of 5% to 15%. This is consistent with our survey presented earlier in this section, which ranged from 8.13% to 20.5%. Profit is based on the perceived risk associated with the development. Low profit expectations are typical for projects focused on more affordable product with faster sales rates. Higher profit expectations are common in projects with more risk such as developments where sales rates are slower, project size produces an extended holding period or the product type is considered weak or untested.

Elements affecting profit include location, supply/demand, anticipated risk, construction time frame and project type. Another element considered in profit expectations is for the development stage of a project. First phases typically generate a lower profit margin due to cautious or conservative pricing, as new subdivisions in competitive areas must become established to generate a fair market share. Additionally, up front development costs on first phases can produce lower profit margins.

Positive attributes of the subject property include:

- Approved entitlements
- Construction of horizontal improvements are underway
- Steady pricing and steady absorption in the area

There are generally few "negative" attributes associated with the subject property, other than the potential for deterioration in market conditions in the residential sector that would result from a change in macroeconomic factors (e.g., unemployment rates, interest rates, etc.). The prior table at the beginning of the Expense Projections discussion includes survey results for profit expectations of active home builders in the region.

Based on the preceding discussion and developer surveys, we have concluded an estimate of 14% for developer's incentive. It's worth noting the Developer's Incentive includes an element of builder incentives (often mortgage interest rate buy downs) that remain prevalent in the new home market.

Conclusion

Our estimates of finished lot value for the subject's lots via the extraction analysis is presented as follows:

Extraction: 5,000 SF Lots

Revenue

Average Floor Plan Size	2,485	SF	
Typical Home Price			\$775,000

Expense Projections

G & A Cost @	3.0%	of Retail Value	\$23,250
Marketing/Sales @	6.0%	of Retail Value	\$46,500
Average Direct Costs @	\$95.00	/SF	\$236,075
Indirect Cost @	22.0%	of Direct Cost	\$51,937
Permits and Fees Due at BP	\$95,000	/Lot	\$95,000
Developer's Incentive	14%	of Home Price	\$108,500
			<u>\$561,262</u>

Residual Lot Value: \$213,739

Rounded: \$214,000

Extraction: 6,000 SF Lots

Revenue

Average Floor Plan Size	2,850	SF	
Typical Home Price			\$825,000

Expense Projections

G & A Cost @	3.0%	of Retail Value	\$24,750
Marketing/Sales @	6.0%	of Retail Value	\$49,500
Average Direct Costs @	\$85.00	/SF	\$242,250
Indirect Cost @	22.0%	of Direct Cost	\$53,295
Permits and Fees Due at BP	\$95,000	/Lot	\$95,000
Developer's Incentive	14%	of Home Price	\$115,500
			<u>\$580,295</u>

Residual Lot Value: \$244,705

Rounded: \$245,000

Reconciliation of Lot Value

The concluded estimates of lot value via each approach are shown on the following table. In our opinion, both approaches to value are considered to be good indicators of value and are given equal emphasis in our conclusion.

Reconciliation of Finished Lot Value		
Lot Size Categories	5,000 SF	6,000 SF
Sales Comparison Approach	\$210,000 per finished lot	\$235,000 per finished lot
Extraction Analysis	\$214,000 per finished lot	\$245,000 per finished lot
% Difference	-1.87%	-4.08%
Average	\$212,000	\$240,000
Concluded Finished Lot Value	\$212,000 per finished lot	\$240,000 per finished lot

The subject has additional lot categories with varying lot sizes. The details of each lot category are shown in the following table. In consideration of paired sales analyses and sales agent interviews regarding premiums achieved for home sales when isolating lot size, a lot size adjustment factor of \$12 per square foot of difference in lot area is applied to the benchmark lot values. In the following table, adjustments for differences in lot size are made to the above-concluded benchmark typical lot and applied to the subject's additional lot size categories.

Conclusion of Lot Values								
Large Lot No.	Merchant Builder	No. of Lots	Typical Lot Size (SF)	Acreage	Land Use	Benchmark Lot Value	Lot Size Adjustment	Adjusted Lot Value (Rd)
C-1	Taylor Morrison	94	6,000	19.52	LDR	\$240,000	\$0	\$240,000
C-2	Taylor Morrison	52	5,500	9.99	LDR	\$240,000	(\$6,000)	\$234,000
C-3	Tri Pointe Homes	78	5,000	13.97	LDR	\$212,000	\$0	\$212,000
C-4	Tri Pointe Homes	<u>61</u>	4,500	<u>9.63</u>	LDR	\$212,000	(\$6,000)	\$206,000
TOTAL		285		53.11				

Conclusion of Value

Based on the preceding analysis, the estimated finished lot value for the subject property is shown in the following table.

In this analysis, the subject has remaining site development costs pertaining to the installation of streetlights and transformers. According to the developer, the total remaining site development costs range from \$239,200 to \$432,400 per village (\$4,300 to \$4,600 per lot). We deduct the remaining site development costs from our previously concluded finished lot value.

Market Value As Is Conclusion						
Village	Lot Size (SF)	No. of Units	Finished Lot Value	Remaining Site Development Costs	Lot Value As Is (Rd)	Extension
C-1	6,000	94	\$240,000	(\$4,600)	\$235,000	\$22,090,000
C-2	5,500	52	\$234,000	(\$4,600)	\$229,000	\$11,908,000
C-3	5,000	78	\$212,000	(\$4,300)	\$208,000	\$16,224,000
C-4	4,500	61	\$206,000	(\$4,300)	\$202,000	\$12,322,000
Total		285				\$62,544,000

Based on the preceding valuation analysis, it is our opinion the market value of the fee simple interest in the appraised property, subject to the extraordinary assumptions and hypothetical conditions noted, and in accordance with the definitions, certifications, general assumptions and limiting conditions, is as follows:

Value Conclusion			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value, Subject to a Hypothetical Condition	Fee Simple	October 1, 2025	\$62,544,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The value derived herein is based on the hypothetical condition that certain proceeds from the City of Roseville Creekview Phase 5 CFD No. 1 Special Tax Bonds will be available to reimburse for various public improvements already completed.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local land market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 12 months.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject in bulk is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Kevin Ziegenmeyer, MAI, Eric Segal, MAI, and Kari Tatton have made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Kevin Ziegenmeyer, MAI, and Eric Segal, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.



Kevin Ziegenmeyer, MAI
Certified General Real Estate Appraiser
California Certificate # AG013567



Eric Segal, MAI
Certified General Real Estate Appraiser
California Certificate # AG026558



Kari Tatton
Certified General Real Estate Appraiser
California Certificate # 3002218

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Sacramento, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. Integra Realty Resources – Sacramento is not a building or environmental inspector. Integra Sacramento does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the

- appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. Integra Realty Resources – Sacramento, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The value derived herein is based on the hypothetical condition that certain proceeds from the City of Roseville Creekview Phase 5 CFD No. 1 Special Tax Bonds will be available to reimburse for various public improvements already completed.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

Kevin Ziegenmeyer, MAI

Experience

Mr. Ziegenmeyer is a Certified General real estate appraiser and holds the Appraisal Institute's MAI designation. In 1989, Mr. Ziegenmeyer began his career in real estate as a controller for a commercial and residential real estate development corporation. In 1991 he began appraising and continued to be involved in appraisal assignments covering a wide variety of properties, including office, retail, industrial, residential income and subdivisions throughout the state of California, and Northern Nevada. Mr. Ziegenmeyer handles many of the firm's master-planned property appraisals and over the past two decades has developed expertise in the valuation of Community Facilities Districts and Assessment Districts. In fact, Mr. Ziegenmeyer was one of five appraisers to collaborate with other professionals in developing the appraisal guidelines for the California Debt and Investment Advisory Commission (Recommended Practices in the Appraisal of Real Estate for Land-Secured Financing - 2004). He has developed the experience and background necessary to deal with complex assignments covering an array of property types, with a particular focus on urban redevelopment in the cities and counties of San Francisco, Dublin, Monterey, Newport Beach, Alameda, Napa and San Mateo. In early 2015, Mr. Ziegenmeyer obtained the Appraisal Institute's MAI designation. Kevin is currently Senior Managing Director of the Integra-San Francisco office and Managing Director of the Integra-Sacramento office.

Licenses

California, California Certified General Real Estate Appraiser, AG013567, Expires June 2027

Education

Academic:

Bachelor of Science in Accounting, Azusa Pacific University, California

Appraisal and Real Estate Courses:

Standards of Professional Practice, Parts A, B & C

Basic Valuation Procedures

Real Estate Appraisal Principles

Capitalization Theory and Techniques, Part A

Advanced Income Capitalization

Report Writing and Valuation Analysis

Advanced Applications

IRS Valuation Summit I & II

2008, 2009, 2010 & 2011 Economic Forecast

Business Practices and Ethics

Contemporary Appraisal Issues with Small Business Administration Financing

General Demonstration Appraisal Report Writing Seminar

7-Hour National USPAP Update Course

Valuation of Easements and Other Partial Interests

2009 Summer Conference

Uniform Appraisal Standards for Federal Land Acquisitions (Yellowbook)

2008 Economic Update

Valuation of Conservation Easements

Subdivision Valuation

2005 Annual Fall Conference

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kziegenmeyer@irr.com - 916.435.3883 x224



Kevin Ziegenmeyer, MAI

Education (Cont'd)

General Comprehensive Exam Module I, II, III & IV
Advanced Income Capitalization
Advanced Sales Comparison & Cost Approaches
2004 Central CA Market Update
Computer-Enhanced Cash Flow Modeling
Forecast 2000, 2001, 2002, 2003 & 2004
Land Valuation Assignments
Land Valuation Adjustment Procedures
Highest & Best Use and Market Analysis
Entitlements, Land Subdivision & Valuation
Real Estate Value Cycles
El Dorado Hills Housing Symposium
Federal Land Exchanges
M & S Computer Cost-Estimating, Nonresidential

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Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Kevin K. Ziegenmeyer

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 013567

Effective Date:

June 5, 2025

Date Expires:

June 4, 2027

Angela Jemmott
Angela Jemmott, Bureau Chief, BREA

3081689

Eric Segal, MAI

Experience

Mr. Segal is a Certified General real estate appraiser and holds the Appraisal Institute's MAI designation. In 1998, Mr. Segal began his career in real estate as a research analyst/appraiser trainee for Richard Seevers and Associates. By 1999, he began writing narrative appraisal reports covering a variety of commercial properties, with an emphasis on residential master planned communities and subdivisions. Today, Mr. Segal is a partner in the firm and is involved in appraisal assignments covering a wide variety of properties including office, retail, industrial, multifamily housing, master planned communities, and specializes in the appraisal of Mello Roos Community Facilities Districts and Assessment Districts for land secured municipal financings, as well as multifamily developments under the U.S. Department of Housing and Urban Development's Multifamily Accelerated Processing (MAP) Guide. He has developed the experience and background necessary to deal with complex assignments covering an array of property types, with a particular focus on urban redevelopment in the cities of San Francisco, Oakland, Monterey, Alameda and San Mateo. He has developed the experience and background necessary to deal with complex assignments covering an array of property types. Eric is currently Senior Managing Director of the Integra Los Angeles office, and Managing Director of the Integra Orange County, Integra-San Francisco and Integra-Sacramento offices.

Professional Activities & Affiliations

MAI Designation, Appraisal Institute Appraisal Institute, January 2016

Licenses

California, Certified General Real Estate Appraiser, AG026558, Expires February 2027
Nevada, Certified General, A.0207666-CG, Expires January 2027
Arizona, Certified General, CGA - 1006422, Expires January 2026
Washington, Certified General, 20100611, Expires June 2025

Education

Academic:

Bachelor of Science in Business Administration (Concentrations in Finance and Real Estate & Land Use Affairs), California State University, Sacramento

Appraisal and Real Estate Courses:

Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)

Uniform Standards of Professional Appraisal Practice

Appraisal Principles

Basic Income Capitalization

Highest & Best Use and Market Analysis

Advanced Income Capitalization

Report Writing and Valuation Analysis

Self Storage Economics and Appraisal Seminar

Appraisal Litigation Practice and Courtroom Management

Hotel Valuations: New Techniques for today's Uncertain Times

Computer Enhanced Cash Flow Modeling

Advanced Sales Comparison & Cost Approaches

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Los Angeles, CA 90025

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esegal@irr.com - 916.435.3883 x228



Eric Segal, MAI

Education (Cont'd)

Advanced Applications

Subdivision Valuation

Appraisal of Self-Storage Facilities

Appraisal of Fast Food Facilities

Appraisal of Limited Service Hotels

How Tenants Create or Destroy Value: Leasehold Valuation and its Impact on Value

Appraisal of Manufactured Homes Featuring Next Generation Manufactured Homes

Appraisal and Real Estate Courses (cont'd):

Business Practices and Ethics

IRS Valuation Update

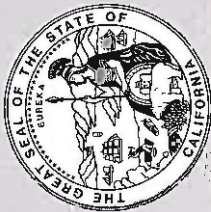
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REAL ESTATE APPRAISER LICENSE

Eric A. Segal

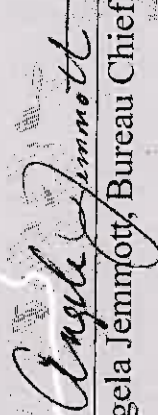
has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 026558

Effective Date: February 19, 2025
Date Expires: February 18, 2027


Angela Jemmott, Bureau Chief, BREA

3079030

Kari Tatton

Experience

Ms. Tatton is a Certified General real estate appraiser. After completing her bachelor's degree at California State University, Sacramento, Ms. Tatton began her career in real estate in March 2011, and has been writing narrative appraisal reports for a variety of commercial properties including office, retail, industrial, multifamily housing, land and special-purpose properties including self-storage facilities, religious facilities, schools and auto dealerships. She specializes in the appraisal of residential master planned communities and subdivisions, as well as Mello-Roos and Assessment Districts for land-secured municipal financings.

Licenses

California, California Certified General Real Estate Appraiser, 3002218, Expires June 2026

Education

Academic:

Bachelor of Arts in Interior Design (Concentration in Interior Architecture)
California State University, Sacramento

Appraisal and Real Estate Courses:

Basic Appraisal Principles

Basic Appraisal Procedures

Site Valuation & Cost Approach

General Market Analysis & Highest and Best Use

Sales Comparison Approach

Income Capitalization Approach Part I

Income Capitalization Approach Part II

General Appraiser Report Writing and Case Studies

Appraisal of Fast Food Facilities

Appraising Small Apartment Properties

Appraisal of Land Subject to Ground Leases

Appraising Automobile Dealerships

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Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Kari M. Tatton

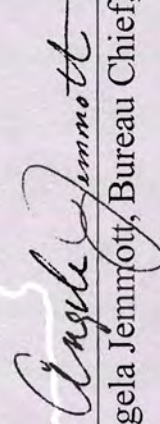
has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3002218

Effective Date: June 2, 2024
Date Expires: June 1, 2026


Angela Jemmott, Bureau Chief, BREA

3076341

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com



Addendum B

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement

In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of

development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.

2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum C

Comparable Data

Location & Property Identification

Property Name:	Villages 2 - 7 - Phase 1A Placer One
Sub-Property Type:	Residential, Single Family Development Land
Address:	Sunset Blvd.
City/State/Zip:	Placer County, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	3360288



Sale Information

Sale Price:	\$91,335,000
Effective Sale Price:	\$91,335,000
Sale Date:	12/18/2024
Contract Date:	10/10/2023
Sale Status:	In-Contract
\$/Acre(Gross):	\$796,781
\$/Land SF(Gross):	\$18.29
\$/Building SF:	\$16,709.66
\$/Unit (Potential):	\$145,903 /Unit
Grantor/Seller:	JEN CA Placer Ranch, LLC
Grantee/Buyer:	John Mourier Construction, Inc.
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed

Expenditures Description:	Permits and fees
Other Adjustment:	\$2,801
Adjustment Comments:	Bond encumbrance

Improvement and Site Data

Legal/Tax/Parcel ID:	017-500-097, 017-550-091 through -107, 017-550-001 through -090, 017-520-001 through -089, 017-530-063 through -069, 017-530-001 through -062, 017-540-001 through -103
Acres(Gross):	114.63
Land-SF(Gross):	4,993,283
Potential Building SF:	5,466
No. of Units (Potential):	626
Zoning Code:	SPL-PRSP
Zoning Desc.:	Low Density Residential
Source of Land Info.:	Public Records

Comments

626 residential lots with a typical lot size of 5,466 square feet sold in finished condition for \$145,903 per lot. The lots will transfer in three takedowns with the first one occurring on December 18, 2024 (238 lots), and each year thereafter. The final two takedowns will have 273 and 115 lots. Permits and fees are estimated at \$80,200 per lot, while special taxes are estimated at \$2,801 per lot. The

Sale Analysis

Expenditures After Purchase:	\$80,200
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Comments (Cont'd)

purchase price is in addition to a Master Marketing Fee of 0.50% of the purchase price in connection with the closing of each individual home.

Location & Property Identification

Property Name:	Winding Creek - Village C-7
Sub-Property Type:	Residential, Single Family Development Land
Address:	E/O Westbrook Blvd., N/O Blue Oaks Blvd.
City/State/Zip:	Roseville, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	3315168



Sale Information

Sale Price:	\$17,200,000
Effective Sale Price:	\$17,200,000
Sale Date:	11/15/2024
Contract Date:	07/16/2024
Sale Status:	Closed
\$/Acre(Gross):	\$1,239,193
\$/Land SF(Gross):	\$28.45
\$/Building SF:	\$3,276.19
\$/Unit (Potential):	\$232,432 /Approved Lot
Grantor/Seller:	Anthem United Creekview Development, LP.
Grantee/Buyer:	KL LB Buy 5 LLC (Tri Pointe Homes)
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	2024.63148

Sale Analysis

Expenditures After Purchase:	\$92,423
Expenditures Description:	Permits & Fees
Other Adjustment:	\$3,237
Adjustment Comments:	Special taxes
Sale Price Includes FF&E?	No

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden -Arcade, CA
Acres(Gross):	13.88
Land-SF(Gross):	604,613
Potential Building SF:	5,250
No. of Units (Potential):	74
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Zoning Code:	RS/DS
Zoning Desc.:	Small lot residential
Easements:	No
Environmental Issues:	No
Flood Zone Designation:	X (Shaded)
Source of Land Info.:	Past Appraisal



Comments

This comparable represents the sale of 74 finished lots with a typical lot size of 5,250 square feet. Permits & fees average \$92,423 per lot and annual special assessments are \$3,237 per lot. The purchase price is in addition to a Master Marketing Fee of 0.75% of HUD Purchase Price which is to be paid in connection with each home closing.

Location & Property Identification

Property Name:	Winding Creek - Villages C-6 & C-8
Sub-Property Type:	Residential, Single Family Development Land
Address:	E/O Westbrook Blvd., N/O Blue Oaks Blvd.
City/State/Zip:	Roseville, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	3315170



Sale Information

Sale Price:	\$15,280,000
Effective Sale Price:	\$15,280,000
Sale Date:	11/04/2024
Contract Date:	07/16/2024
Sale Status:	Closed
\$/Acre(Gross):	\$1,115,328
\$/Land SF(Gross):	\$25.60
\$/Building SF:	\$3,772.84
\$/Unit (Potential):	\$191,000 /Approved Lot
Grantor/Seller:	Anthem United Creekview Development, LP.
Grantee/Buyer:	Beazer Home Holdings, LLC.
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	2024.61804

Sale Analysis

Expenditures After Purchase:	\$92,423
Expenditures Description:	Permits & Fees
Other Adjustment:	\$3,237
Adjustment Comments:	Special taxes
Sale Price Includes FF&E?	No

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden -Arcade, CA
Legal/Tax/Parcel ID:	496-620-001, -003
Acres(Gross):	13.70
Land-SF(Gross):	596,772
Potential Building SF:	4,050
No. of Units (Potential):	80
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Zoning Code:	RS/DS
Zoning Desc.:	Small lot residential
Easements:	No
Environmental Issues:	No
Flood Zone Designation:	X (Shaded)



Improvement and Site Data (Cont'd)

Source of Land Info.: Past Appraisal

Comments

This comparable represents the sale of 80 finished lots with a typical lot size of 4,050 square feet. Permits & fees average \$92,423 per lot and annual special assessments are \$3,237 per lot. The purchase price is in addition to a Master Marketing Fee of 0.75% of HUD Purchase Price which is to be paid in connection with each home closing.



Location & Property Identification

Property Name: Villages 12/13 - Phase 1B
Placer One

Sub-Property Type: Residential, Single Family
Development Land

Address: Foothills Blvd.

City/State/Zip: Placer County, CA 95747

County: Placer

Market Orientation: Suburban

IRR Event ID: 3360413



Sale Information

Sale Price: \$21,180,000

Effective Sale Price: \$21,180,000

Sale Date: 11/01/2024

Contract Date: 07/03/2024

Sale Status: Closed

\$/Acre(Gross): \$759,140

\$/Land SF(Gross): \$17.43

\$/Building SF: \$3,739.41

\$/Unit (Potential): \$150,213 /Unit

Grantor/Seller: Jen CA Placer Ranch, LLC

Grantee/Buyer: Arroyo Cap IV-2 LLC

Assets Sold: Real estate only

Property Rights: Fee Simple

% of Interest Conveyed: 100.00

Financing: Cash to seller

Conditions of Sale: Arm's-length

Document Type: Deed

Expenditures Description: Site development costs and permits and fees

Other Adjustment: \$3,329

Adjustment Comments: Estimated bond encumbrance

Improvement and Site Data

Legal/Tax/Parcel ID: 017-500-009, -010, and -011

Acres(Gross): 27.90

Land-SF(Gross): 1,215,324

Potential Building SF: 5,664

No. of Units (Potential): 141

Zoning Code: SPL-PRSP

Zoning Desc.: Low Density Residential

Source of Land Info.: Public Records

Comments

141 residential lots with a typical lot size of 5,664 square feet sold in bluetop condition for \$150,213 per lot. The property was purchased by a land bank, who subsequently went under contract to Pulte Homes. The site development costs to bring the lots to finished condition is estimated at \$54,246 per lot. Permits and fees are estimated at \$88,400 per lot. Special taxes are estimated at \$3,329 per lot. The purchase price is in addition to a Master Marketing Fee of 0.50% of the purchase price in connection with the closing of each individual home.

Sale Analysis

Expenditures After Purchase: \$142,646

Location & Property Identification

Property Name: Amoruso Ranch - Phase 1
(AR-4, 5, 6, 11, 34, 35)

Sub-Property Type: Residential, Single Family
Development Land

Address: Amoruso Ranch Rd.

City/State/Zip: Roseville, CA 95747

County: Placer

Market Orientation: Suburban

IRR Event ID: 3217705



Sale Information

Sale Price: \$28,980,000

Effective Sale Price: \$28,980,000

Sale Date: 12/14/2023

Sale Status: Closed

\$/Acre(Gross): \$927,657

\$/Land SF(Gross): \$21.30

\$/Building SF: \$4,830.00

\$/Unit (Potential): \$210,000 /Unit

Grantor/Seller: Brookfield Sacramento
Holdings, LLC.

Grantee/Buyer: Richmond American Homes

Assemblage: No

Portfolio Sale: No

Assets Sold: Real estate only

Property Rights: Fee Simple

% of Interest Conveyed: 100.00

Financing: Cash to seller

Conditions of Sale: Arm's-length

Document Type: Deed

Recording No.: N/Av

Sale Analysis

Expenditures After Purchase: \$90,758

Expenditures Description: Permits & fees

Other Adjustment: \$4,300

Adjustment Comments: Annual special taxes

Sale Price Includes FF&E? No

Improvement and Site Data

Acres(Gross): 31.24

Land-SF(Gross): 1,360,814

Potential Building SF: 6,000

No. of Units (Potential): 138

Shape: Irregular

Topography: Level

Zoning Code: RS

Zoning Desc.: Small lot residential

Flood Plain: No

Flood Zone Designation: X

Source of Land Info.: Engineering Report

Comments

This transaction represents the sale of 138 finished LDR lots with an average lot size of 6,000 square feet. Permits & fees average \$90,758 per lot and annual special taxes are \$4,300 per lot.

Location & Property Identification

Property Name:	Winding Creek - Village C-5
Sub-Property Type:	Residential, Single Family Development Land
Address:	W/O Westbrook Blvd., N/O Blue Oaks Blvd.
City/State/Zip:	Roseville, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	2996404



Sale Information

Sale Price:	\$10,730,000
Effective Sale Price:	\$10,730,000
Sale Date:	04/28/2023
Sale Status:	Closed
\$/Acre(Gross):	\$788,971
\$/Land SF(Gross):	\$18.11
\$/Building SF:	\$2,146.00
\$/Unit (Potential):	\$145,000 /Approved Lot
Grantor/Seller:	Anthem United Creekview Development, LP.
Grantee/Buyer:	Lennar Homes
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed

Expenditures After Purchase:	\$92,423
Expenditures Description:	Permits & Fees
Other Adjustment:	\$3,111
Adjustment Comments:	Annual special taxes
Sale Price Includes FF&E?	No

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden -Arcade, CA
Acres(Gross):	13.60
Land-SF(Gross):	592,416
Potential Building SF:	5,000
No. of Units (Potential):	74
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Zoning Code:	RS/DS
Zoning Desc.:	Small lot residential
Easements:	No
Environmental Issues:	No
Flood Zone Designation:	X (Shaded)
Source of Land Info.:	Past Appraisal

Comments

This comparable represents the sale of 74 finished lots with a typical lot size of 5,000 square feet. Permits & fees

Sale Analysis



Comments (Cont'd)

average \$92,423 per lot and annual special assessments are \$3,111 per lot. The purchase price is in addition to a Master Marketing Fee of 0.75% of HUD Purchase Price which is to be paid in connection with each home closing. The lots are located in RCSD/RJUHS.

Location & Property Identification

Property Name:	Winding Creek - Village C-9
Sub-Property Type:	Residential, Single Family Development Land
Address:	E/O Westbrook Blvd., N/O Blue Oaks Blvd.
City/State/Zip:	Roseville, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	2929118



Sale Information

Sale Price:	\$16,005,000
Effective Sale Price:	\$16,005,000
Sale Date:	04/28/2023
Sale Status:	Closed
\$/Acre(Gross):	\$734,174
\$/Land SF(Gross):	\$16.85
\$/Building SF:	\$2,910.00
\$/Unit (Potential):	\$165,000 /Approved Lot
Grantor/Seller:	Anthem United Creekview Development, LP.
Grantee/Buyer:	Woodside 05N, LP.
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed

Expenditures After Purchase: \$92,423

Expenditures Description:	Permits & Fees
Other Adjustment:	\$3,111
Adjustment Comments:	Special taxes
Sale Price Includes FF&E?	No

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden -Arcade, CA
Acres(Gross):	21.80
Land-SF(Gross):	949,608
Potential Building SF:	5,500
No. of Units (Potential):	97
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Zoning Code:	RS/DS
Zoning Desc.:	Small lot residential
Easements:	No
Environmental Issues:	No
Flood Zone Designation:	X (Shaded)
Source of Land Info.:	Past Appraisal

Comments

This comparable represents the sale of 97 finished lots with a typical lot size of 5,500 square feet. Permits & fees

Sale Analysis

Comments (Cont'd)

average \$92,423 per lot and annual special assessments are \$3,111 per lot. The southern lots are anticipated to achieve open space premiums as they are adjacent to Pleasant Grove Creek. The purchase price is in addition to a Master Marketing Fee of 0.75% of HUD Purchase Price which is to be paid in connection with each home closing.

Location & Property Identification

Property Name:	Torrente
Sub-Property Type:	Residential, Single Family Development Land
Address:	Sierra Village Dr.
City/State/Zip:	Roseville, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	2941535



Sale Information

Sale Price:	\$16,000,000
Effective Sale Price:	\$16,000,000
Sale Date:	04/29/2022
Sale Status:	Closed
\$/Acre(Gross):	\$370,542
\$/Land SF(Gross):	\$8.51
\$/Acre(Usable):	\$547,945
\$/Land SF(Usable):	\$12.58
\$/Building SF:	\$3,030.30
\$/Unit (Potential):	\$100,629 /Approved Lot
Grantor/Seller:	N/Av
Grantee/Buyer:	Anthem United Torrente Homes Limited Partnership
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	N/Av

Sale Analysis

Expenditures After Purchase:	\$161,461
Expenditures Description:	Permits and fees and site development costs
Other Adjustment:	\$2,986
Adjustment Comments:	Bond Encumbrance

Improvement and Site Data

Legal/Tax/Parcel ID:	498-380-001 thru -058; 498-390-001 thru 057; 498-400-001 thru -044
Acres(Usable/Gross):	29.20/43.18
Land-SF(Usable/Gross):	1,271,952/1,880,921
Usable/Gross Ratio:	0.68
Potential Building SF:	5,280
No. of Units (Potential):	159
Shape:	Irregular
Topography:	Level
Corner Lot:	No
Frontage Desc.:	Sierra Village
Zoning Code:	RS/DS
Zoning Desc.:	Small-Lot Residential, Design Review
Flood Plain:	No
Flood Zone Designation:	X

Improvement and Site Data (Cont'd)

Comm. Panel No.: 06061C-0938H
Date: 11/02/2018

Source of Land Info.: Public Records

Comments

This comparable represents the sale of 159 paper lots (115 LDR lots with a typical lot size of 6,000 square feet, 44 MDR lots with a typical lot size of 3,402 square feet) with a tentative map in place. Backbone infrastructure costs total \$6,734,500 (\$42,355 per lot). However, the Developer is entitled to a combination of reimbursements and fee credits through various municipal programs as part of development agreements to construct certain public infrastructure that benefits more than just the Torrente project. As such, the net backbone costs are \$22,432 per lot; in-tract costs are \$77,493 per lot (total construction costs of \$99,925). Net permits and fees due at building permit average \$64,020 per LDR lot, and \$55,044 per MDR lot (weighted average of \$61,536). These lots are located within the CJUSD. The special assessment are estimated at \$2,986 per lot.



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APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

The District is located in the City of Roseville (the “**City**”), which is located in southwestern Placer County (the “**County**”), California (the “**State**”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in Placer County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2025 was approximately 158,494.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the “Fountains at Roseville,” a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and Sun Splash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2021 through 2025, as of January 1

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2021	148,851	407,282	39,369,530
2022	151,516	409,924	39,179,680
2023	152,858	410,319	39,228,444
2024	157,304	420,436	39,420,663
2025	158,494	421,446	39,529,101

Source: California State Department of Finance.

Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI) City, County, State and United States As of January 1, 2021 through 2025

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2021	City of Roseville	\$4,126,395	\$66,668
	Placer County	16,085,312	76,947
	State of California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Roseville	\$6,165,433	\$ 87,539
	Placer County	18,491,490	88,051
	State of California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Roseville	\$6,996,310	\$92,853
	Placer County	19,349,979	91,862
	State of California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Roseville	\$7,496,807	\$95,863
	Placer County	20,125,715	93,505
	State of California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Roseville	\$7,682,133	\$96,592
	Placer County	20,632,478	95,193
	State of California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

Employment and Industry

The unemployment rate in the Sacramento-Roseville-Folsom MSA was 5.4 percent in August 2025, down from a revised 5.6 percent in July 2025, and above the year-ago estimate of 5.1 percent. This compares with an unadjusted unemployment rate of 5.8 percent for California and 4.5 percent for the nation during the same period. The unemployment rate was 5.2 percent in El Dorado County, 4.7 percent in Placer County, 5.5 percent in Sacramento County, and 5.8 percent in Yolo County.

The table below provides information about employment rates and employment by industry type for the Sacramento MSA (which includes Sacramento, Placer, Yolo and El Dorado Counties) for the calendar years 2020 through 2024.

SACRAMENTO-ARDEN ARCADE-ROSEVILLE MSA (El Dorado, Placer, Sacramento, Yolo Counties) Employment by Industry (March 2024 Benchmark)

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Civilian Labor Force ⁽¹⁾	1,115,200	1,126,000	1,139,700	1,163,400	1,180,700
Employment	1,018,500	1,054,600	1,096,600	1,114,500	1,125,600
Unemployment	96,800	71,400	43,000	48,900	55,100
Unemployment Rate	8.7%	6.3%	3.8%	4.2%	4.7%
Wage and Salary Employment ⁽²⁾					
Agriculture	8,300	9,000	8,600	9,000	8,900
Mining and Logging	500	500	500	500	400
Construction	70,200	74,900	77,100	74,900	76,500
Manufacturing	36,100	37,700	40,600	40,600	40,100
Wholesale Trade	26,600	26,900	28,300	28,400	28,200
Retail Trade	95,100	100,600	100,300	98,900	97,500
Transportation, Warehousing and Utilities	34,300	37,500	40,800	41,700	41,500
Information	10,200	10,100	10,500	10,000	9,400
Finance and Insurance	34,800	34,100	33,000	29,900	28,800
Real Estate and Rental and Leasing	16,900	17,700	18,800	18,200	17,800
Professional and Business Services	132,600	137,200	139,800	136,000	134,900
Educational and Health Services	164,000	168,800	175,600	187,300	198,900
Leisure and Hospitality	83,900	93,600	108,700	112,400	112,200
Other Services	31,000	33,300	36,100	38,200	39,200
Federal Government	14,800	14,500	14,400	14,500	14,800
State Government	121,700	127,300	129,800	134,300	136,600
Local Government	98,900	98,400	102,700	107,200	111,600
Total, All Industries ⁽³⁾	979,800	1,021,900	1,065,500	1,081,900	1,097,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS Placer County (In Alphabetical Order) October 2025

Employer Name	Location	Industry
Backyard Bar & BBQ	Truckee	Restaurants
City of Roseville	Roseville	Alternative Fuels
City of Roseville California	Roseville	City Government-Executive Offices
Costco Wholesale	Roseville	Wholesale Clubs
Golfland Sunsplash Roseville	Roseville	Golf Courses-Miniature
Hewlett Packard Enterprise	Roseville	Computers-System Designers & Consultants
Munirs Co	Roseville	Office Buildings & Parks
Northstar California	Truckee	Resorts
Oracle	Rocklin	Software/Application/Platform Publishing
Palisades Tahoe At Alpine Mdws	Alpine Meadows	Skiing Centers & Resorts
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
Pride Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek	Olympic Valley	Hotels & Motels
Roseville Toyota	Roseville	Automobile Dealers-New Cars
Sheriff's Training	Auburn	Government Offices-County
Sierra Joint Cmnty Clg Dist	Rocklin	School Districts
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Med Ctr Fndtn	Roseville	Hospitals
Tasq Technology	Roseville	Importers (whls)
Thunder Valley Casino Resort	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads
Walmart Neighborhood Market	Rocklin	Grocers-Retail
Walmart Supercenter	Rocklin	Department Stores

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 2nd Edition.

The following table shows the principal employers in the City of Roseville, as shown in its Annual Comprehensive Financial Report for fiscal year ending June 30, 2024.

PRINCIPAL EMPLOYERS
City of Roseville
As of June 30, 2024

<u>Employer</u>	<u>Percent of Total Employment</u>
Kaiser Permanente	6.42%
Sutter Health Roseville Medical Group	5.59
City of Roseville	1.91
Adventist Health	1.78
Roseville City School District	1.37
Penumbra	1.21
Roseville Joint Union High School	1.19
Flexcare LLC	0.96
PRIDE	0.72
Hewlett-Packard	0.69

Source: City of Roseville Annual Comprehensive Financial Report for Fiscal Year 2023-24.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2019 through 2023.

TOTAL BUILDING PERMIT VALUATIONS
City of Roseville
(Dollars in Thousands)

	2019	2020	2021	2022	2023
<u>Permit Valuation</u>					
New Single-family	\$265,615.3	\$322,748.5	\$467,676.3	\$420,490.6	\$384,082.0
New Multi-family	6,855.8	46,469.0	0.0	1,552.1	86,153.7
Res. Alterations/Additions	<u>16,133.8</u>	<u>5,126.3</u>	<u>39,648.3</u>	<u>5,529.1</u>	<u>26,828.8</u>
Total Residential	288,604.9	374,343.8	507,324.6	427,571.8	497,064.5
New Commercial	24,136.7	23,230.8	16,627.7	40,882.5	48,155.6
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	9,358.1	12,610.6	12,351.9	7,312.1	23,079.0
Com. Alterations/Additions	<u>46,155.6</u>	<u>24,553.9</u>	<u>29,192.0</u>	<u>42,938.9</u>	<u>36,498.8</u>
Total Nonresidential	79,650.40	60,395.3	58,171.6	91,133.5	107,733.4
<u>New Dwelling Units</u>					
Single Family	1,001	1,226	1,860	1,618	1,307
Multiple Family	<u>65</u>	<u>372</u>	<u>0</u>	<u>18</u>	<u>1,547</u>
TOTAL	1,066	1,598	1860	1,636	2,854

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2024-25 assessment roll totaled \$110,562,469,152 as compared to the prior year's assessment roll of \$97,541,982,124 which reflected a 13.35% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2019 through 2023. Annual figures are not yet available for 2024.

TOTAL BUILDING PERMIT VALUATIONS
Placer County
(Dollars in Thousands)

	2019	2020	2021	2022	2023
<u>Permit Valuation</u>					
New Single-family	\$693,647.7	\$827,822.1	\$1,323,114.6	\$1,193,148.4	\$1,128,885.0
New Multi-family	7,896.7	72,442.8	11,183.1	40,312.6	90,008.1
Res. Alterations/Additions	<u>86,964.2</u>	<u>52,440.8</u>	<u>107,613.1</u>	<u>82,331.3</u>	<u>123,244.1</u>
Total Residential	788,508.6	952,705.7	1,441,910.8	1,315,792.3	1,342,137.2
New Commercial	73,609.7	58,855.0	52,238.1	105,124.2	82,889.3
New Industrial	268.7	25.0	1,155.5	0.0	1,917.2
New Other	110,951.1	76,576.0	73,032.7	116,224.1	143,354.2
Com. Alterations/Additions	<u>78,159.7</u>	<u>49,149.7</u>	<u>58,371.2</u>	<u>80,371.0</u>	<u>89,283.0</u>
Total Nonresidential	262,989.2	184,605.7	184,797.5	301,719.3	317,443.7
<u>New Dwelling Units</u>					
Single Family	2,080	2,552	4,176	3,701	2,959
Multiple Family	<u>71</u>	<u>540</u>	<u>66</u>	<u>351</u>	<u>1,588</u>
TOTAL	2,151	3,092	4,242	4,052	4,547

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

Total taxable transactions in the City of Roseville during the first two quarters of calendar year 2025 were reported to be \$2,902,294,453, a 2.19% decrease from total taxable transactions of \$2,967,178,470 reported during the first two quarters of calendar year 2024.

TAXABLE TRANSACTIONS City of Roseville (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	3,912	\$3,692,180	5,968	\$4,425,817
2021	3,623	4,800,774	5,602	5,618,718
2022	3,676	5,056,345	5,847	5,960,761
2023	3,600	4,942,709	5,725	5,837,083
2024	3,683	4,810,379	5,916	5,879,928

Source: State Department of Tax and Fee Administration.

The total taxable sales during the first two quarters of calendar year 2025 in Placer County were reported to be \$6,656,582,164, a 1.38% increase in the total taxable sales of \$6,566,029,318 reported during the first two quarters of calendar year 2024.

TAXABLE TRANSACTIONS Placer County (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2020	9,165	\$7,931,068	15,141	\$10,319,123
2021	8,130	9,635,979	13,720	12,632,960
2022	8,201	10,072,596	14,163	13,392,761
2023	7,964	9,627,338	13,787	13,037,448
2024	7,978	9,678,521	13,958	13,328,138

Source: State Department of Tax and Fee Administration.

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

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APPENDIX D
FORM OF OPINION OF BOND COUNSEL

December 3, 2025

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: \$15,340,000 City of Roseville Creekview Phase 5 Community Facilities District
 No. 1 (Public Facilities) Special Tax Bonds Series 2025

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the "City") in connection with the issuance by the City of the \$15,340,000 City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2025 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of December 1, 2025 (the "Fiscal Agent Agreement"), by and between the City, on behalf of the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities), and U.S. Bank Trust Company, National Association, as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.
3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of December 3, 2025, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2025 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of December 1, 2025 (the “Fiscal Agent Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”).

The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means each April 1 following the City’s fiscal year end.

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean the original underwriter of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2026, with the report for Fiscal Year 2024-25, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate; provided, the annual report for Fiscal Year 2024-25 (due April 1, 2026) shall be satisfied by posting the City's audited financial statements. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB a notice to such effect, in an electronic format as prescribed by the MSRB.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information (unless herein modified for the first Annual Report), as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of the District.

- (ii) Balance in the Improvement Fund.
 - (iii) Balance in 2025 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on the 2025 Reserve Account of the Reserve Fund, if any.
 - (iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.
 - (v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.
 - (vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years.
 - (vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.
 - (viii) Most recently available total assessed value of all parcels subject to the Special Tax.
 - (ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status and land use classification, to the extent shown in City records as of April 30 of the preceding fiscal year and assessed value (land and improvements).
- (c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.
- (d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

- (a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:
- (1) Principal and interest payment delinquencies.
 - (2) Non-payment related defaults, if material.
 - (3) Unscheduled draws on debt service reserves reflecting financial difficulties.

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of a fiscal agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days’ written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally

recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity

for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville Creekview Phase 5
Community Facilities District No. 1 (Public
Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Name:
Title:

CONTINUING DISCLOSURE CERTIFICATE (PROPERTY OWNER)

THIS CONTINUING DISCLOSURE CERTIFICATE (PROPERTY OWNER) (the “**Disclosure Certificate**”) dated as of December 3, 2025, is executed by Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Property Owner**”) in connection with the execution and delivery by the City of Roseville of its City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2025 (the “**Bonds**”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of December 1, 2025 (the “**Fiscal Agent Agreement**”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent.

The Property Owner covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Property Owner for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Affiliate**” means any person presently directly (or indirectly through one or more intermediaries) under managerial control of the Property Owner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the proposed development of the Property or to the Property Owner's ability to pay the Special Taxes levied on the Property prior to delinquency).

“**Assumption Agreement**” means an undertaking of a Major Owner for the benefit of the holders and beneficial owners of the Bonds in the form of Exhibit B.

“**Dissemination Agent**” means the Property Owner, or any successor Dissemination Agent designated in writing by the Property Owner, and which has filed with the Property Owner, the City and the Participating Underwriter a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

“**District**” means the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities).

“**Listed Events**” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“**Major Owner**” means, as of any date of determination, a Person that, together with its Affiliates, collectively owns, or is under option, to acquire, 56 or more residential lots in the District. A foreclosing creditor or bank shall not be considered a Major Owner.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such in the future.

“Official Statement” means the final Official Statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Piper Sandler & Co., the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Property Owner pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means, as of the date of determination, the real property within the boundaries of the District that is subject to the Special Tax and owned by, or under option to, (i) the Property Owner, (ii) any Affiliate of the Property Owner, and (iii) the property in the District that the Property Owner sold to a Major Owner who has not assumed the undertakings of this Disclosure Certificate under Section 6(b) and that is owned by such Major Owner.

“Report Date” means June 1 and December 1 of each year.

“Special Taxes” means the special taxes levied on the Property for the District.

Section 3. Provision of Periodic Reports.

(a) So long as Property Owner’s obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Property Owner shall, or, upon written direction of the Property Owner the Dissemination Agent shall, not later than the Report Date, commencing June 1, 2026, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Property Owner shall provide the Periodic Report to the Dissemination Agent (if different from the Property Owner). The Property Owner shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Property Owner), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent (if different than the Property Owner), the Participating Underwriter and the City may conclusively rely upon such certification of the Property Owner and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent (if different than the Property Owner) does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Property Owner that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Property Owner to

determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Property Owner does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB to such effect, in substantially the form prescribed by the MSRB, with a copy to the City and the Participating Underwriter.

(c) The Dissemination Agent shall:

- (i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and
- (ii) to the extent the Periodic Report has been furnished to it, file a report with the Property Owner (if the Dissemination Agent is other than the Property Owner), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Periodic Reports. Each Periodic Report shall contain or incorporate by reference the information set forth in Exhibit A relating to the Property Owner, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Property Owner or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Property Owner shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit A, each Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) So long as Property Owner's obligations under this Disclosure Certificate have not been terminated pursuant to Section 6 below, the Property Owner shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

- (i) bankruptcy or insolvency proceedings commenced by or against the Property Owner and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Property Owner, that is reasonably likely to have a significant impact on the Property Owner's ability to pay Special Taxes or to sell or develop the Property;
- (ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date to the extent such failure is not promptly cured by the Property Owner upon discovery thereof;

(iii) filing of a lawsuit of which the Property Owner is aware against the Property Owner or an Affiliate seeking damages, which, if successful, could have a material and adverse impact on the Property Owner's ability to pay Special Taxes prior to delinquency or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Property Owner on any loan with respect to the construction of improvements on the Property that continues to exist beyond any applicable notice and cure periods on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Property Owner obtains knowledge of the occurrence of a Listed Event, the Property Owner shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Property Owner determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Property Owner shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Property Owner's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds;

(ii) at such time as the Property Owner is no longer a Major Owner.

(iii) the date on which all of the Special Taxes attributable to the Property are prepaid in full.

The Property Owner shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Property Owner hereunder with respect to the Property conveyed to the Major Owner may be assumed by such Major Owner, and the Property Owner's obligations hereunder with respect to the Property conveyed will be terminated. In order to effect such assumption, such Major Owner shall enter into an Assumption Agreement. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to an Assumption Agreement under which the Property conveyed to such Major Owner will become subject to future Periodic Reports. If a Major Owner required by this Section 6(b) to enter into an Assumption Agreement does not enter into an Assumption Agreement, then the Property Owner shall continue reporting on the Property conveyed to the Major Owner so long as it is owned by such Major Owner or until an Assumption Agreement is executed or until the Property Owner's obligations may be terminated in accordance with Section 6(a).

Section 7. Dissemination Agent. The Property Owner may, from time to time, appoint or engage a Dissemination Agent to assist the Property Owner in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Property Owner and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Property Owner may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Property Owner with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Property Owner from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Property Owner chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Property Owner shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Property Owner to comply with any provision of this Disclosure Certificate, the City, the Participating Underwriter, and any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Property Owner to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Property Owner to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Property Owner agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "**Indemnified Party**"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder prior to the termination of the Property Owner's obligations under this Disclosure Certificate, including the reasonable costs and expenses (including attorneys' fees) of defending

against any claim of liability, but excluding (i) losses, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder and (ii) losses, expenses and liabilities due to the failure of the City to pay the fees and expenses of the Dissemination Agent. The Dissemination Agent (if other than the Property Owner) shall be paid compensation for its services provided hereunder from Special Taxes levied for administration of the CFD in accordance with the Dissemination Agent's schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Property Owner, the Bond owners, or any other party. The obligations of the Property Owner under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds, but shall be assumed by a Major Owner from and after the date of such assumption when property is sold to a Major Owner and such Major Owner enters into an Assumption Agreement.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by electronic, regular, or overnight mail as follows:

To the Property Owner: Anthem United Creekview
Developments Limited Partnership
Attn: Brian Moore
3001 Douglas Blvd., Suite 200
Roseville, CA 95661
Email: bmoore@anthemunited.com

To the City: City of Roseville
Attn: CFD Administrator
311 Vernon Street
Roseville, CA 95678

To the Participating
Underwriter: Piper Sandler & Co.
Attn: Managing Director
2321 Rosecrans Avenue, Suite 3200
El Segundo, CA 90245

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Property Owner (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Property Owner hereunder shall be assumed by any legal successor to the obligations of the Property Owner as a result of a sale, merger, consolidation or other reorganization.

IN WITNESS WHEREOF, the Property Owner has executed this Disclosure Certificate as of the date first above written.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED
PARTNERSHIP, a Washington limited partnership

By: _____
Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____
Brian Moore,
Vice President

By: _____
Matt Gustus,
Vice President

EXHIBIT A

PERIODIC REPORT

[June 1, ____ / December 1, ____]

\$15,340,000

CITY OF ROSEVILLE

CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

SPECIAL TAX BONDS

SERIES 2025

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (Property Owner) (the “**Disclosure Certificate**”) dated December 3, 2025, executed by the undersigned (the “**Property Owner**”) in connection with the issuance of the above-captioned bonds by the City of Roseville (the “**City**”) with respect to its City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the “**District**”).

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the due date of this Periodic Report).

A. Description of the Property in the District, in substance and form similar to such information in the Official Statement for the Bonds under the heading “THE DISTRICT”:

B. Updated information regarding land development and home construction activities with respect to the Property described in the Official Statement for the Bonds under the heading “THE DISTRICT” or the Periodic Report last filed in accordance with the Disclosure Certificate:

C. Status of building permits and any material changes to the description of land use or development entitlements for the Property described in the Official Statement for the Bonds under the heading “THE DISTRICT” or the Periodic Report last filed in accordance with the Disclosure Certificate:

D. Status of any land purchase contracts with regard to the Property, including sales of land in the District to other property owners (other than individual homeowners).

II. Legal and Financial Status of Property Owner

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any material change in the legal structure of the Property Owner or the financial condition and financing plan of the Property Owner that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the Official Statement. To the extent that the ownership of the Property Owner has changed, describe all material terms of the new ownership structure.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in the Official Statement or in a previous Periodic Report.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Property Owner or the Property contained in the Official Statement under the heading "THE DISTRICT" that would materially and adversely interfere with the Property Owner's ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, with respect to the Property and the Property Owner as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

On behalf of the Property Owner, the undersigned officer or authorized representative, based on actual knowledge after reasonable inquiry of employees of Property Owner and its affiliates, hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Property Owner under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE PROPERTY OWNER, THE DEVELOPMENT OF THE PROPERTY, THE PROPERTY OWNER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE PROPERTY OWNER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE PROPERTY OWNER. THE PROPERTY OWNER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE PROPERTY OWNER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED
PARTNERSHIP, a Washington limited partnership

By: _____
Anthem United Creekview Management, LLC,
a Washington limited liability company,
its General Partner

By: _____
Brian Moore,
Vice President

By: _____
Matt Gustus,
Vice President

EXHIBIT B

CONTINUING DISCLOSURE CERTIFICATE (Assumption by Builder)

\$15,340,000
CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025

This Continuing Disclosure Certificate (Assumption by Builder) (this “**Disclosure Certificate**”) is executed and delivered by _____, a _____ (the “**Builder**”), in connection with the prior issuance by the City of Roseville (the “**City**”) of the bonds captioned above (the “**Bonds**”) for and on behalf of the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the “**District**”). The Bonds were issued under a Fiscal Agent Agreement dated as of December 1, 2025 (the “**Fiscal Agent Agreement**”), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the “**Fiscal Agent**”).

Anthem United Creekview Developments Limited Partnership, a Washington limited partnership (the “**Master Developer**”), executed a Continuing Disclosure Certificate (Property Owner), dated as of December 3, 2025, in connection with the initial issuance of the Bonds (the “**Original CDC**”). The Original CDC required Master Developer to provide reports and notices of significant events with respect to certain property Master Developer owned in the District, which included the Acquired Property (as defined below). Subsequent to the issuance of the Bonds, the Acquired Property was conveyed from Master Developer to Builder or one or more Land Banks or to one or more Land Banks (as defined herein). The Builder has agreed to provide reports and notices of significant events regarding the Acquired Property pursuant to this Disclosure Certificate. Accordingly, the Builder is assuming the obligation to provide reports and notices of significant events with respect to the Acquired Property from and after the date hereof; Master Developer shall have no obligations under the Original CDC with respect to the Acquired Property. This Disclosure Certificate constitutes an Assumption Agreement by the Builder under the Original CDC with respect to the Acquired Property only. This Disclosure Certificate is being executed and delivered by the Builder for the benefit of the holders and beneficial owners of the Bonds, but shall not be deemed to create any monetary liability on the part of the Builder to any other persons, including the holders and beneficial owners of the Bonds. The sole remedy in the event of any failure of the Builder to comply with this Disclosure Certificate shall be an action to compel performance of any act required hereunder.

The Builder covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Builder for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“Acquired Property” means _____[describe the property being acquired], which is located in the District, and is owned by, or under option to, the Builder.

“Affiliate” means any person presently directly (or indirectly through one or more intermediaries) under managerial control of the Builder or a Major Owner, as applicable, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the proposed development of the Property or to the ability of the Builder or a Major Owner, as applicable, to pay the Special Taxes levied on the Property prior to delinquency). No Land Bank that owns any of the Property is an Affiliate of the Builder.

“Assumption Agreement” means an undertaking of a Major Owner, for the benefit of the holders and beneficial owners of the Bonds, containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to the property in the District acquired by the Major Owner), whereby such Major Owner agrees to provide Periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by, or under option to, such Major Owner and, at the option of the Builder or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 12 hereof. If such Major Owner is a Merchant Builder, the Assumption Agreement shall require such Major Owner to enter into a disclosure certificate containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to the property in the District acquired by the Major Owner). However, a Major Owner shall not require the execution of an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the property conveyed to such Major Owner will become subject to future Periodic Reports. In addition, the conveyance of property from the Land Bank to the Builder under the Option Agreement is subject to this Disclosure Certificate and shall not require the Builder to enter into an Assumption Agreement.

“Dissemination Agent” means the Builder or an entity experienced in providing dissemination agent services such as those required under this Disclosure Certificate designated by the Builder to serve as the Dissemination Agent hereunder and who has accepted such obligation in writing, and for which the Builder has filed with the City and the Participating Underwriter notice of such designation and acceptance.

“District” means the City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2025.

“Future Land Bank” means any land bank with which the Builder enters into an Option Agreement for property being developed by the Builder.

“Land Bank” means, individually or collectively as the context requires, _____ [name of Land Bank, if any] and any Future Land Bank.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any date of determination, a Person that, together with its Affiliates, collectively owns, or is under option, to acquire 56 or more residential lots in the District. A foreclosing creditor or bank shall not be considered a Major Owner.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information.

“Official Statement” means the final Official Statement dated November 18, 2025, executed by the City in connection with the issuance of the Bonds.

“Option Agreement” means, individually or collectively as the context requires, (i) that certain _____ [name and date of Option Agreement, if any], and (ii) any other land bank option agreement with a Future Land Bank and the Builder, as amended from time to time.

“Participating Underwriter” means Piper Sandler & Co., the original underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Builder pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Property” means (i) the Acquired Property, (ii) any other property owned by the Builder in the District, (iii) the property owned by the Land Bank within the boundaries of the District and under option to be purchased by the Builder or any Affiliate thereof pursuant to the Option Agreement, and (iv) the property in the District that was formerly owned by the Builder or the Land Bank but with respect to which the Builder’s obligations under this Disclosure Certificate have not been assumed the undertakings of this Disclosure Certificate under Section 7(b) with respect to such property. For clarification purposes, the Builder is not required to provide information on any portion of the Property that was (x) sold to a third-party that was not a Major Owner at the time of sale, (y) sold to a Major Owner when such Major Owner executed an Assumption Agreement, or (z) conveyed (voluntarily or involuntarily) to a Major Owner that is a foreclosing creditor and/or lender.

“Report Date” means (a) June 1 of each year, and (b) December 1 of each year.

“Special Taxes” means the Facilities Special Taxes of the District levied by the City on the Property.

Section 3. Provision of Periodic Reports.

(a) Until such obligations are terminated pursuant to Section 7 herein, the Builder shall, or upon written direction of the Builder the Dissemination Agent shall, not later than the Report Date, commencing June 1, 2026, provide to the MSRB, in an electronic format as prescribed by the MSRB, a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Builder shall provide the Periodic Report to the Dissemination Agent (if different from the Builder). The Builder shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Builder), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Builder and shall have no duty or obligation to

review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent is not the Builder and it does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Builder that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Builder to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 7 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Builder does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall, in a timely manner, provide a notice to the MSRB, in an electronic format as prescribed by the MSRB, with a copy to the City and the Participating Underwriter.

(c) The Dissemination Agent shall:

(i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and

(ii) to the extent the Periodic Report has been furnished to it, file a report with the Builder (if the Dissemination Agent is other than the Builder), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Periodic Reports. Each Periodic Report shall contain or incorporate by reference the information set forth in Attachment 1, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Builder or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The Builder shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit A, each Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) Until such obligations are terminated pursuant to Section 7 herein, the Builder shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Builder and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Builder;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property prior to the delinquency date, to the extent such failure is not promptly cured upon discovery thereof;

(iii) filing of a lawsuit against the Builder or, if known, an Affiliate of the Builder, seeking damages which, if successful, could have a material and adverse impact on the Builder's ability to pay Special Taxes prior to delinquency or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property;

(v) termination of the Option Agreement prior to acquisition of all of the property subject to the Option Agreement; and

(vi) any payment default or other material default by the Builder or any Affiliate that continues to exist beyond any applicable notice and cure periods on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Builder obtains knowledge of the occurrence of a Listed Event, the Builder shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Builder determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Builder shall, or shall cause the Dissemination Agent to, within 10 business days file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, with a copy to the City and the Participating Underwriter.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Duration of Reporting Obligation.

(a) All of the Builder's obligations hereunder shall commence on the date hereof and shall terminate (except as provided in Section 12) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds,
or

(ii) at such time as the Builder is no longer a Major Owner, or

(iii) the date on which all of the Special Taxes attributable to the Property have been paid in full.

The Builder shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) The Builder's obligations hereunder shall terminate with respect to any portion of the Property on the date such portion of the Property is sold to a Person that is not a Major Owner. If any portion of the Property is sold to a Major Owner or if an Option Agreement is terminated and the applicable Land Bank would be a Major Owner, the Builder shall remain obligated hereunder with respect to such Property unless the obligations have been assumed by the Major Owner or the applicable Land Bank (if the applicable Land Bank is then a Major Owner), as

applicable, pursuant to an Assumption Agreement. The Builder's obligations under this Disclosure Certificate with respect to a Major Owner or a Land Bank (in the event the applicable Option Agreement is terminated and the applicable Land Bank is then a Major Owner) that has not executed an Assumption Agreement shall terminate upon the earlier to occur of (i) the date on which the Builder's obligations with respect to such Major Owner or the applicable Land Bank are assumed under an Assumption Agreement entered into pursuant to this Section 7(b), or (ii) the date on which the Major Owner or the applicable Land Bank is no longer considered a Major Owner. The Builder shall provide a copy of the executed Assumption Agreement to the City and the Participating Underwriter. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the property conveyed to such Major Owner will become subject to future Periodic Reports. In addition, the conveyance of property from a Land Bank to the Builder under the applicable Option Agreement is subject to this Disclosure Certificate and shall not require the Builder to enter into an Assumption Agreement.

Section 8. Dissemination Agent. The Builder may, from time to time, with the written consent of the City, appoint or engage a Dissemination Agent to assist the Builder in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with the written consent of the City, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be The Builder. The Dissemination Agent may resign by providing 30 days' written notice to the City, the Builder, and the Participating Underwriter.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Builder may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, or change in law;

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Builder from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Builder chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Builder shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the Builder to comply with any provision of this Disclosure Certificate, the Participating Underwriter, the City, and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including

seeking mandate or specific performance by court order, to cause the Builder to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the Builder to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Builder agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding any loss, expense and liabilities due to the Dissemination Agent's negligence or willful misconduct or failure to perform its duties hereunder. If the Dissemination Agent is not the Builder, the Dissemination Agent shall be paid compensation for its services provided hereunder from the Administrative Expense Fund established under the Fiscal Agent Agreement in accordance with the Dissemination Agent's schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Builder, the Participating Underwriter, the Bond owners, or any other party. The obligations of the Builder under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by regular, overnight, or electronic mail as follows:

To the issuer:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: CFD Administrator
Email: JThrash@roseville.ca.us

To the Participating Underwriter:

Piper Sandler & Co.
2321 Rosecrans Avenue
El Segundo, California 90245
Email: dennis.j.mcguire@psc.com

To the Builder:

Email:

Any person may, by written notice to the other persons listed above, designate a different address to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Builder (its successors and assigns), the Dissemination Agent, the Participating

Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Builder hereunder shall be assumed by any legal successor to the obligations of the Builder as a result of a sale, merger, consolidation or other reorganization.

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____

[BUILDER]

By: _____

Name: _____

Title: _____

ATTACHMENT 1
PERIODIC REPORT
[June 1, ____ / December 1, ____]
\$15,340,000
CITY OF ROSEVILLE
CREEKVIEW PHASE 5 COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2025

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (Property Owner) (the “**Disclosure Certificate**”) dated December 3, 2025, executed by the undersigned (the “**Property Owner**”) in connection with the issuance of the above-captioned bonds by the City of Roseville (the “**City**”) with respect to its City of Roseville Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) (the “**District**”).

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the due date of this Periodic Report).

A. For the first Periodic Report, description of the Property Owner and the Property Owner’s development and financing plans for the Property in the District; and thereafter, an update to the information provided in the Periodic Report last filed in accordance with the Disclosure Certificate:

B. For the first Periodic Report, information regarding land development and home construction activities with respect to the Property; and thereafter, an update to the information provided in the Periodic Report last filed in accordance with the Disclosure Certificate:

C. For the first Periodic Report, the status of building permits and a description of land use or development entitlements for the Property; and thereafter, an update to the information provided in the Periodic Report last filed in accordance with the Disclosure Certificate:

D. Status of any land purchase contracts with regard to the Property, including sales of land in the District to other property owners (other than individual homeowners).

II. Legal and Financial Status of Property Owner

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any material change in the legal structure of the Property Owner or the financial condition and financing plan of the Property Owner that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the initial Periodic Report. To the extent that the ownership of the Property Owner has changed, describe all material terms of the new ownership structure.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in a previous Periodic Report.

IV. Periodic Report Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Property Owner or the Property contained in the initial Periodic Report that would materially and adversely interfere with the Property Owner's ability to develop and sell the Property as described in the initial Periodic Report.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, with respect to the Property and the Property Owner as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

On behalf of the Property Owner, the undersigned officer or authorized representative, based on actual knowledge after reasonable inquiry of employees of Property Owner and its affiliates, hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Property Owner under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE PROPERTY OWNER, THE DEVELOPMENT OF THE PROPERTY, THE PROPERTY OWNER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE PROPERTY OWNER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE PROPERTY OWNER. THE PROPERTY OWNER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE PROPERTY OWNER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

By: _____

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APPENDIX F

SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT

The following contains a brief summary of certain provisions of the Fiscal Agent Agreement not found in the main body of the Official Statement. Investors are hereby directed to obtain a complete copy of the Fiscal Agent Agreement, which is available from the City or the Fiscal Agent upon request.

Certain Definitions

“Administrative Expenses” means any or all of the following: the fees and expenses of the Fiscal Agent (including, but not limited to, any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to the Agreement, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under the Agreement.

“Agreement” means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

“Annual Debt Service” means, for each Bond Year and each series of Outstanding Bonds, the sum of (i) the interest due on the respective series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

“Authorized Officer” means the City Manager, Assistant City Manager, Chief Financial Officer, City Attorney or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

“Bond Counsel” means (i) Jones Hall, A Professional Law Corporation or (ii) any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Year” means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

“CDIAC” means the California Debt and Investment Advisory Commission of the office of the California State Treasurer or any successor agency or bureau thereto.

“Chief Financial Officer” means the duly acting Chief Financial Officer of the City, or if the City has no Chief Financial Officer, the Finance Director, Treasurer or other officer of the City serving a similar role.

“City” means the City of Roseville, California, and any successor thereto.

“Closing Date” the date upon which there is a physical delivery of the 2025 Bonds in exchange for the amount representing the purchase price of the 2025 Bonds by the Original Purchaser.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate, dated as of the Closing Date, executed by the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Cost of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter’s) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

“DTC” means the Depository Trust Company, and its successors and assigns.

“Debt Service” means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Depository” means (i) initially, DTC, and (ii) any other Securities Depository acting as Depository pursuant to the Agreement.

“District” means the City of Roseville Creekview Community Facilities District No. 2 (Public Facilities) formed pursuant to the Resolution of Formation.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term *“Fair Market Value”* means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

“Federal Securities” means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as “stripped” obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

“Fiscal Agent” means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in the Agreement.

“Fiscal Year” means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

“Information Services” means “EMMA” or the “Electronic Municipal Market Access” system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer’s Certificate delivered to the Fiscal Agent.

“Maximum Annual Debt Service” means, for each series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective series of Outstanding Bonds.

“Officer’s Certificate” means a written certificate of the City signed by an Authorized Officer of the City.

“Ordinance” means any ordinance of the City levying the Special Taxes.

“Original Purchaser” means, with respect to each series of Bonds, the first purchaser of such Bonds from the City.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of the Agreement) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of the Agreement; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

“Owner” or *“Bondowner”* means any person who shall be the registered owner of any Outstanding Bond.

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Permitted Investments” means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be

rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers' acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c)

services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the Special Tax Formula.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in the Agreement, or such other or additional offices as may be designated by the Fiscal Agent.

"Project" means the acquisition and/or construction of the authorized facilities for the District described in the Resolution of Formation, including Administrative Expenses related thereto.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and

deposited with the Fiscal Agent, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (ii) such letter of credit or surety bond has a term of at least 12 months; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Resolution of Formation" means Resolution No. 29-456, adopted by the City Council of the City on November 6, 2019.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Special Tax Formula" means the "Rate, Method of Apportionment, and Manner of Collection of Special Tax for City of Roseville Creekview Community Facilities District No. 2 (Public Facilities)," approved by the qualified electors in the District on November 6, 2019, and as it may be amended in the future.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

Bond Fund

Establishment. There is established as a separate fund to be held by the Fiscal Agent the Creekview Phase 5 Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Bond Fund, to the credit of which deposits shall be made as required by the Agreement, or the Act. Within the Bond Fund, the Fiscal Agent shall establish and maintain a Capitalized Interest Account, to the credit of which deposit shall be made as required by the Agreement. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to the

Agreement. In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in the Agreement, provided however, that so long as monies remain in the Capitalized Interest Account of the Bond Fund, the Fiscal Agent shall first withdraw from such Capitalized Interest Account for payment to the Owners of the respective Bonds the interest then due and payable on such Bonds.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any Series of Bonds, the Fiscal Agent shall withdraw from the respective reserve account within the Reserve Fund established for such Series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Treasurer and Finance Director of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with the Agreement. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

Deficiency. If ten days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Treasurer and Finance Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Treasurer and Finance Director in writing of such fact, and the Treasurer or Finance Director shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under the Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Certain Covenants

Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of the Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of the Agreement and all Supplemental Agreements and of the Bonds.

Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default under the Agreement, to the benefits of the Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by the Agreement.

Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes. On or within 5 Business Days of each June 1, the

Fiscal Agent shall provide the Chief Financial Officer with a notice stating the amount then on deposit in the Bond Fund and the reserve accounts of the Reserve Fund. The receipt of such notice by the Chief Financial Officer shall in no way affect the obligations of the Chief Financial Officer under the following two paragraphs. Upon receipt of such notice, the Chief Financial Officer shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Chief Financial Officer, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of amounts in the Reserve Fund and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Yield of the Bonds. In determining the yield of the Bonds to comply with the Agreement, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing, without regard to whether or not redemption moneys are received or Bonds are redeemed.

Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in the Agreement.

Investment of Funds

Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of the Agreement, moneys in any fund or account created or established by the Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least 2 Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out under the Agreement provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received an Officer's Certificate specifying a specific money market fund and, if no such an Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested and notify the Treasurer or Finance Director that it is doing so until further direction is received from the Treasurer or Finance Director. Subject in all respects to the provisions of the Agreement, moneys in any fund or account created or established by the Agreement and held by the Treasurer or Finance Director shall be invested by the Treasurer or Finance Director in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out under the Agreement. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of the Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent, Treasurer or Finance Director may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent, the Treasurer or the Finance Director shall incur any liability for losses arising from any investments made pursuant to the Agreement. Any losses arising from any investments made pursuant to the Agreement shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to the Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by the Agreement or the Code) at Fair Market Value. For purposes of any Fair Market Value determination under the Agreement, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code).

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions in the Agreement for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Treasurer under the Agreement, provided that the Fiscal Agent or the Treasurer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in the Agreement.

The Fiscal Agent or the Treasurer, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Treasurer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent under the Agreement.

The Fiscal Agent

Limited Liability of Fiscal Agent. The recitals of facts, covenants and agreements in the Agreement and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of the Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations in the Agreement or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties under the Agreement, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of the Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of the Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of the Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of the Agreement, and the

Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of the Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Agreement, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by the Agreement at the request or direction of any of the Owners pursuant to the Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations under the Agreement or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent. The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions of the Agreement. The permissive right of the Fiscal Agent to do things enumerated in the Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements of the Agreement. The Fiscal Agent may execute any of the powers under the Agreement or perform any duties either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the Agreement.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under the Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under the Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under the Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties under the Agreement which are not due to its negligence or willful misconduct. This obligation of the City shall survive resignation or removal of the Fiscal Agent under the Agreement and payment of the Bonds and discharge of the Agreement.

Amendments

Amendments Permitted. The Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental

Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in the Agreement. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or the Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

The Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in the Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power in the Agreement reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect, including to effectuate the issuance of Additional Bonds in accordance with the Agreement;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Agreement, or in regard to questions arising under the Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of the Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by the Agreement, to take effect when and as provided. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under the Agreement, shall be mailed by first class mail, by the Fiscal

Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in the Agreement provided.

If consent of the Owners is required, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in the Agreement) and a notice shall have been mailed as hereinafter provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by the Agreement. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise above specifically provided) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in the Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in the Agreement. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to the Agreement.

Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to the Agreement, the Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under the Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced under the Agreement subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of the Agreement for any and all purposes.

Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in the Agreement shall bear a notation, by endorsement or otherwise, in form

approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Defeasance and Discharge

If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in certain funds and accounts provided for in the Agreement, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in certain fund and accounts provided for in the Agreement, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in the Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under the Maintenance of Tax-Exemption provisions of the Agreement and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to the Agreement; and thereafter Special Taxes shall not be payable to the Fiscal Agent.

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APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the 2025 Bonds, payment of principal, interest and other payments on the 2025 Bonds (herein, the “Securities”) to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the “Issuer”) nor the fiscal agent appointed with respect to the Securities (the “Agent”) takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Direct Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”) will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer and Agent believe to be reliable, but neither Issuer nor Agent takes no responsibility for the accuracy thereof.

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