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DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
ROSEVILLE 150 CENTER RELATIVE TO THE
NORTH CENTRAL ROSEVILLE SPECIFIC PLAN

FILED
DEC 26 1990
CITY OF ROSEVILLE
BY _____

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
ROSEVILLE 150 CENTER RELATIVE TO THE
NORTH CENTRAL ROSEVILLE SPECIFIC PLAN**

This Development Agreement is entered into this 5th day of September 1990, by and between the **CITY OF ROSEVILLE**, a municipal corporation, hereinafter "City", and **ROSEVILLE 150 CENTER**, a joint venture, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. **Property.** Landowner owns in fee that certain property described in Exhibit A-1 and shown on Exhibit A-2 (hereinafter the "Property"), attached hereto and incorporated herein by this reference. Landowner seeks City's approval of proposed land uses and zoning of the Property consistent with the Roseville General Plan (the "General Plan") and the North Central Roseville Specific Plan, as adopted on May 31, 1990 (the "NCRSP", "Specific Plan" or "Plan").

3. **Hearings.** On May 15, 1990, the City Planning Commission, designated by City Ordinance No. 802 as the advisory agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement in a duly noticed public hearing.

4. **Environmental Impact Report.** On May 31, 1990, the City Council, in Resolution 90-110, certified as adequate and complete the Final EIR (the "Plan EIR") for the North Central Roseville Specific Plan. The City Council finds that no subsequent or supplemental

environmental impact report relating to this Development Agreement is necessary in that the terms and conditions of the Specific Plan and this Development Agreement are consistent with and within the scope of the Plan EIR. Mitigation measures were suggested in the Plan EIR and are incorporated to the extent feasible in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

5. No Further Environmental Documents. The City Environmental Coordinator has determined that there are no substantial changes in the Plan or in the circumstances under which the project is to be undertaken, and that the Plan and the adoption of this Agreement involve no new impacts not considered in the Plan EIR; therefore, no further environmental documents relating to the adoption of this Agreement are required. Landowner, pursuant to this Agreement, will be bound by the fees, measures and provisions adopted by the City to mitigate any impacts related to the need for public facilities arising out of the development of the Property pursuant to this Agreement.

6. Entitlements. Following consideration and certification of the aforementioned Plan EIR and of CEQA related findings, the City Council on May 31, 1990, adopted a Statement of Overriding Consideration with respect to the following entitlements to permit regional commercial, commercial, business/professional, and residential development on portions of the Property:

- A. The Roseville General Plan, as amended by Resolution No. 90-114;
- B. The North Central Roseville Specific Plan, as adopted by Resolution No. 90-115;
- C. The Rezoning of the Property pursuant to Ordinance No. 2328, dated September 5, 1990;
- D. The Schematic Development Plan (Exhibit B, attached hereto and incorporated herein by this reference); and

E. This Development Agreement, as adopted by Ordinance No. 2334 (the "Adopting Ordinance").

7. General and Specific Plans. Development of the Property in accordance with the conditions of approval will provide orderly growth and development of the area in accordance with the policies set forth in the General and Specific Plans.

8. Substantial Costs to Landowner. Landowner has incurred and will incur substantial costs in order to comply with conditions of approval and to assure development of the Property in accordance with the General Plan, the NCRSP and the terms of this Agreement.

9. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities required for implementation of the General Plan.

10. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to assure that Landowner may proceed and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property.

11. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article 30 of Ordinance 802.

12. Consistency with General Plan and North Central Roseville Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan of the City of Roseville and with the North Central Roseville Specific Plan.

Agreement

SECTION 1. GENERAL PROVISIONS.

1.A. Property Description and Binding Covenants. The Property is that property described in Exhibits A-1 and A-2. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

1.B. Term.

1.B.1. Commencement; Expiration. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty (20) years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement, nor shall said termination of the Agreement affect the covenants set forth in Section 3.G, relating to the obligations of owners of property with respect to landscaping maintenance and the City's enforcement rights as set forth herein.

1.B.2. [Section Reserved]

1.B.3. Termination of Multi-Family Property. This Agreement may be terminated with respect to Parcel 23 at the election of the then property owner upon issuance of a use permit for such property and written notice to City of such election to terminate provided that (i) all improvements which are to be financed or constructed by the Community Facilities District, as described in Section 3.B.3 (the "CFD improvements") and which are required to serve the parcel, as determined by City, have been accepted by City, (ii) an affordable housing development agreement, if required pursuant to Section 2.C.1.e, has been recorded on the parcel, (iii) the Landscape and Lighting District required pursuant to Section 3.G.1 has been formed and (iv) a regional or NCRSP drainage retention program (in accordance with Section 3.D.4) has been approved or established by City. City shall cause any written notice of termination received pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.B.4. Termination for Nonresidential Property. This Agreement may be terminated with respect to any of the Parcels zoned for business/professional, regional commercial, commercial, or other nonresidential uses (other than parcels zoned for public uses) at the election of the then property owner, upon or after the issuance of the first use permit for such property and upon written notice to City of such election to terminate, provided the following conditions are met: (i) such parcel to be terminated shall not include more than fifteen (15) acres; (ii) all improvements or other obligations of Landowner as set forth Section 3.B.3 shall have been completed and accepted by City and (iii) a regional or NCRSP drainage retention program (in accordance with Section 3.D.4) has been approved by or established by City. In the event that termination of this Agreement for a parcel including in excess of 15 acres is proposed by the owner of such parcel, City may, but need not, terminate this Agreement upon the issuance of a use permit for such larger parcel.

City shall cause any written notice of termination received or approved pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.C. Assignment. Landowner shall have the right to sell, assign, or transfer this Agreement with all of its right, title and interest therein to any person, firm or corporation at any time during the term of this Agreement. Notwithstanding the foregoing, no such assignment shall be made without the express written consent of City, such consent to be given at City's sole discretion, unless and until the Council of the City has determined that the CFD has been created with full legal effect and that the City is authorized to levy the special tax described in Section 3.C.1.c, all in accordance with Section 53328 of the Government Code. Express assumption of any of the obligations of the Landowner under this Agreement by any such assignee shall relieve Landowner from said obligation or obligations under this Agreement.

1.D. Notices. Formal written notices, demands, correspondence and communications between City and Landowner shall be sufficiently given if dispatched by postage prepaid first-class mail to the principal offices of the City and Landowner, as set forth in Section 10, or such person or entity designated in notice to the City pursuant to this Section 1.D. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Landowner shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of the Property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

1.E. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties, with City costs incurred incidental to amendment proceedings and

any uniform fees payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and the Adopting Ordinance, provided that:

1.E.1. Amendments Not Requiring Hearing. Any amendment to this Agreement which does not relate to the term; permitted uses; density or intensity of use; height or size of buildings; provisions for reservation or dedication of land; conditions, terms, restrictions and requirements relating to subsequent discretionary actions; monetary contributions by Landowner; or any conditions or covenants relating to the use of the property shall not require notice of public hearing before the parties may execute an amendment hereto; and

1.E.2. Amendment of Schematic Development Plan Not Requiring Amendment of Agreement. Any amendment of the Schematic Development Plan which has been (i) approved by the Planning Commission as provided by Section 1.F.1. below, including but not limited to the location of buildings, streets and other physical facilities and (ii) requested or expressly approved by Landowner, shall not require an amendment to this Agreement.

1.F. Amendment of Schematic Development Plan.

1.F.1. Amendments Consistent with Plan. Upon request of Landowner, the Planning Commission may amend or modify the Schematic Development Plan without compliance with procedural provisions of the zoning ordinance or any other notice of public hearing if the Planning Commission determines that the requested amendment or modification is not substantial and is consistent with the North Central Roseville Specific Plan.

1.F.2. Compliance with Statutes and Ordinances. Except as provided herein, amendment of the Schematic Development Plan or North Central Roseville Specific Plan shall comply with the procedural provisions of applicable state statutes and the zoning ordinance in effect on the date of application for such amendment.

SECTION 2. DEVELOPMENT OF THE PROPERTY.

2.A. Permitted Use.

The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in this Agreement, the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement, and the Schematic Development Plan attached hereto as Exhibit B and the Table of Land Uses attached hereto as Exhibit C; provided, however, that the size and shape of particular parcels of the Property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1.F.2.

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

City agrees that land use is granted and grants such land use herewith to the Property as follows: 1.1 acres, more or less, of Business and Professional land use; 7.9 acres of commercial land use (subject to Section 2.E.1.b); 94.7 acres of regional commercial land use (subject to Section 2.D.2. and Section 2.E.1.b hereof); and 92 dwelling units for residential use, all as set forth on Exhibits B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or the zoning ordinance of the City of Roseville, as such Plan or Ordinance provides on the effective date of this Agreement. The permitted square footage of structures constructed on land allocated to Business and Professional Use shall not exceed forty percent (40%) or be less than thirty percent (30%) of the square footage of the parcel upon which the structure is constructed if such structure

is a single story. The permitted square footage of each floor of such structure shall not exceed thirty-five percent (35%) or be less than twenty-eight percent (28%) of the land area if such structure is two or more stories.

2.B. [Section Reserved]

2.C. Affordable Housing.

2.C.1. Multi-Family Affordable Units.

2.C.1.a. Landowner agrees that 9 residential units will be reserved within Parcel 23 for residents with earnings falling within the very low (less than fifty percent (50%) of median income) and low (fifty percent (50%) to eighty percent (80%) of median income) categories. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville.

2.C.1.b. [Section Reserved]

2.C.1.c. If the total number of units constructed on Parcel 23 is more, or less, than the number allocated to such parcel in the Schematic Development Plan and the Table of Land Uses (Exhibits B and C), then the number of affordable units will be increased or decreased by ten percent (10%) of the amount of such increase or decrease in the total number of units constructed.

2.C.1.d. At the request of Landowner, the affordable obligation (or any portion thereof) for Parcel 23 , as set forth in Section 2.C.1.a, may be transferred, with the consent of City, to another parcel (the Transferee Parcel) within the North Central Roseville Specific Plan Area (herein "Plan Area"), excluding Parcels 101 and

102. No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against both Parcel 23 and the Transferee Parcel in the office of the Recorder of Placer County.

2.C.1.e. City shall compensate Landowner or its successors for two-thirds (2/3) of the net present value (discounted at a reasonable rate of interest, based on a reservation of use for a period of thirty (30) years) of the loss of rental revenue that would be expected to accrue over the thirty (30) year period that such units are reserved. Such compensation (hereafter "subsidy" or "subsidies") shall be made in cash, by fee reduction, by density bonus or any other form agreeable to the Landowner and City. Within sixty (60) days after Landowner or a successor applies for a use permit, with respect to Parcel 23, City shall specify the range of incomes to be served and identify or provide funding for subsidies. Prior to issuance of a building permit for a structure on such parcel, City and Landowner shall enter into an Affordable Housing Development Agreement with Landowner or its successor giving effect to the intent of this Section 2.C.1 with respect to such parcel. If City cannot provide the necessary funding on Parcel 23, City shall identify a source of funding for subsidies for the affordable units applicable to Parcel 23. Landowner shall join City in any application prepared by City for Federal, State, local or private funding for such identified subsidies and Landowner shall use its best efforts to cooperate with City to obtain approval thereof. City and Landowner agree that the pursuit or approval of such application shall not result in any adverse economic or financial impact on Landowner or Parcel 23, except as set forth in this Section 2.C.1.e. If subsidies have not been made available within nine (9) months following application for the use permit (the "Subsidy Feasibility Period"), then the

requirement to provide the low-income affordable units shall terminate or shall be reduced or deferred to a level or for a period for which City can provide funding. In the event that Landowner, during the Subsidy Feasibility Period, rents a unit required to be provided to a low income household, Landowner waives the right to any subsidy during such Subsidy Feasibility Period. If City has agreed to provide funding and the project subsequently does not proceed because application has not been made by Landowner for a building permit or Landowner fails to construct the units, City shall be entitled to reimbursement for any losses or penalties incurred pursuant to assembling the necessary funding or subsidies for affordable housing for such parcel.

2.C.2. [Section Reserved]

2.C.3. Not a Limitation. Nothing in the foregoing Section 2.C.1 shall be construed to limit Landowner from offering units for rental to households of very low, low or middle incomes in excess of the number of units specified.

2.D. Parcel 36.

2.D.1. Regional Mall Designation. Landowner agrees that the development of Parcel 36 as a regional mall shall be subject to certain conditions. City shall not be required to receive an application for a use permit which contemplates the development of Parcel 36 as a regional mall unless the application for such use permit is the first such application which meets each of the following three (3) criteria, to the satisfaction of City:

2.D.1.a. Provision shall be made for three (3) anchor tenants or owners, each of which shall construct or occupy a store facility with a size of not less than 100,000 square feet.

2.D.1.b. Each of such three (3) anchor tenants shall be a national marketing retailer. For the purposes of this Section 2.D, a national marketing retailer is

defined as a retailer (including subsidiaries and affiliates owned and managed by such national marketing retailer) with at least ten (10) retail facilities, with a floor area of not less than 100,000 square feet each, in at least four (4) different states or at least ten (10) different Standard Metropolitan Statistical Areas, each with a population in excess of one million (1,000,000).

2.D.1.c. One of such three (3) anchor tenants must be a national marketing retailer which offers consumer goods to the public of such a type and quality as to create a reasonable expectation, based on the actual prior experience of such national marketing retailer, that the annual sales of such retailer's facility will average TWO-HUNDRED TWENTY-FIVE DOLLARS (\$225) per net square foot. Such amount per net square foot shall be increased annually by the same percent as the increase in the Cost of Living - All Cities Index as issued by the United States Department of Labor using the week in which January 1, 1990 falls as base 100. Net square foot shall mean a square foot of area in which merchandise is customarily sold or displayed to the general public and shall exclude (i) public restrooms and (ii) storage areas, employee facilities, and similar areas not open to the public.

2.D.2. Alternative Use. Landowner may elect to develop Parcel 36 in accordance with the alternative land use set forth in policy and guideline number 3 as set forth in Section 3.7 of the North Central Roseville Specific Plan. Such an election may be made only upon the occurrence of one of the following: 1) the acceptance by City of an application for a use permit for a regional mall on Parcel 35; 2) the issuance, by an appropriate permitting authority, of a use permit for a commercial development meeting the criteria set forth in Section 2.D.1 for any parcel of land within three (3) miles of Parcel

36 or 3) the third anniversary of the effective date of this Agreement. In the event of such an election, Section 2.D.1, above, shall be inapplicable and Parcel 36 shall be deemed granted 94.7 acres of land use in accordance with policy and guideline number 3.

2.E. Special Requirements Within the Plan Area.

2.E.1. Wetlands Preserves.

2.E.1.a. Landowner is in the process of preparing an application to obtain from the U. S. Army Corps of Engineers (the "Corps") a permit to fill wetlands (the "404 Permit") in conjunction with development of the Property in accordance with this Agreement. Landowner intends to seek permission under the 404 Permit to provide mitigation outside the boundaries of the Property ("off-site mitigation") that will fully satisfy its wetlands mitigation obligations associated with such development. Landowner acknowledges that the 404 Permit and/or the City may require the preservation of wetlands within the Property in the area approximately shown as Parcels 95 and 96 on Exhibit B, or in some other area within the Property (the area within the Property ultimately required by the Corps and/or the City to be preserved as wetlands shall be referred to as the "Wetlands Preserves"). Landowner agrees that prior to submitting to the Corps any request for off-site mitigation as part of its 404 Permit, Landowner shall first obtain the approval of such request from the Planning Commission and City Council of the City; as part of such request, if no Wetlands Preserves are proposed within the Property or the Wetlands Preserves will be less than the acreage described by Parcels 95 and/or 96, then Landowner shall also apply for a rezoning and amendment of the land use map for the Specific Plan to add the portion(s) of such parcels not proposed for preservation as wetlands to Parcel 36 and/or 37, respectively, which amendment and rezoning will become effective (and such portion(s) of land will be granted the land use for and become

a part of such adjacent Parcel(s) for purposes of this Agreement) upon approval of the permit application by the City and the Corps. If any significant modifications occur to the proposal during or as a result of the Corps review process, the proposal shall be resubmitted to City for review. The City may approve or deny any request to locate any of the acreage shown for parcels 95 and 96 off-site, and the review of such projected modifications shall be made in accordance with the requirements of CEQA.

2.E.1.b. Landowner agrees that if the 404 Permit and/or the City requires preservation of the Wetlands Preserves within the Property, then upon (i) completion of the monitoring program required by the Corps or five (5) years after issuance of the 404 Permit, whichever occurs first, and (ii) the submission of evidence, satisfactory to the City, that all requirements have been met with respect to monitoring and preservation during the initial monitoring period as delineated in the 404 Permit, Landowner shall convey to the City the acreage delineated for such preservation by the 404 Permit and/or the City.

2.E.1.c. Landowner consents herewith to the formation of a Landscape and Lighting District pursuant to Section 22500, et seq., of the Streets and Highways Code of the State of California and to the levy of any assessment by such district for the purposes of maintaining the Wetlands Preserves ultimately required by the 404 Permit and approved by the City and for other purposes as set forth in Section 3.G.

2.E.2. Compliance.

2.E.2.a. Landowner agrees to be bound by the policies set forth in Section 6.1.6. of the North Central Roseville Specific Plan (except as may be modified pursuant to Section 2.E.1.b) as such Plan provides on the date of adoption of this

Agreement and, notwithstanding any conveyance of the Wetlands Preserves to the City, to bear, at its expense or that of the Landscape and Lighting District, the cost of such compliance.

2.E.2.b. Subject to the satisfaction of the conditions for the conveyance of any wetlands described in Section 2.E.1.b, City agrees to take title to the parcels specified in Section 2.E.1.a, or portions thereof, that become subject to the 404 Permit and approved by the City pursuant to Section 2.E.1.b as comprising the Wetlands Preserves and to comply with all provisions thereof.

2.E.3. Street E. A five-foot (5') sidewalk, a landscape strip between the sidewalk and curb not to exceed five-feet (5'), and landscaping behind such sidewalk shall be located along the portion of Street E traversing Parcel 36, the dimension of which landscape strip and landscaping to be determined at the time of approval of a use permit for any portion of Parcel 36 that includes Street E or at the time of the City's determination of the precise alignment of Street E, whichever occurs first, provided such standards may be modified or eliminated for any portion of Street E traversing Parcel 97 or adjacent to Wetlands Preserves. Such setback strips shall be within the right-of-way for Street E. City shall grant to the Landowner an easement for the purpose of maintaining landscaping on the setback strips over the right-of-way or Landowner shall reserve such easements when granting the right-of-way to City. The Landscape and Lighting District established as described in Section 3.G shall maintain any trees planted within the setback strips and shall impose a special assessment for such maintenance and for the performance of leaf removal during the autumn season of each year.

2.E.4. [Section Reserved]

2.E.5. [Section Reserved]

2.E.6. [Section Reserved]

2.F. Transfer of Units. If a use permit for residential use is granted or a tentative map is approved with respect to Parcel 23 and such use permit or tentative map does not permit the use of all units allocated to such parcel by this Agreement, Landowner may transfer the number of units by which the allocated units exceed the approved units (the "Excess Units") to any other parcel or parcels within the Plan Area (the "Transferee Parcel") for which residential land use has been granted pursuant to the Specific Plan. Any such transfer shall be subject to such supplementary environmental analysis as CEQA may require. Landowner shall designate the Transferee Parcel at the time the use permit or tentative map is approved.

2.G. Rules, Regulations and Official Policies.

2.G.1. Inconsistency. To the extent any future rules, ordinances, regulations or policies, adopted on a city-wide basis, are inconsistent with the permitted uses, density and intensity of use, maximum building height and size, or provisions for reservation and dedication of land as provided in this Agreement, the terms of this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, regulations or policies, adopted on a city-wide basis, are consistent with the permitted uses, density and intensity of use, maximum building height and size, provisions for reservation or dedication of land, or any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable.

2.G.2. Application of Changes. This section shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 3.N of this Agreement.

2.G.3. Authority of City. This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent development of the Property for the uses and to the density and intensity of development as provided by the Schematic Development Plan and the North Central Roseville Specific Plan, as such Plan provides on the effective date of this Agreement.

SECTION 3. OBLIGATIONS OF THE PARTIES.

3.A. Dedications, Conveyances and Reservations.

3.A.1. [Section Reserved]

3.A.2. [Section Reserved]

3.A.3. Park Sites.

3.A.3.a. Landowner, upon demand of City, shall dedicate, grant or convey an 11.9 acre, more or less, portion of the Property for flood control, recreation uses and wildlife habitat preservation, shown as Parcel 85 on the Schematic Development Plan. City agrees that Parcel 85 shall be maintained in accordance with Sections 2.E.2.b and 3.G.6 hereof.

3.A.3.b. To fulfill the remaining parkland dedication requirements associated with Parcel 23, Landowner shall, within thirty (30) days from demand of the City, pay a fee in-lieu of the required additional dedication of 0.27 acres, equal to \$44,550, which shall be used by the City to purchase Parcel 50B from the owner thereof.

3.A.4. [Section Reserved]

3.A.5. [Section Reserved]

3.A.6. Circulation Rights-of-Way.

3.A.6.a. Generally. Except as set forth in Section 3.A.6.b below, Landowner, upon demand of City, shall dedicate, grant or convey, in further consideration of the land use granted herein, those portions of the Property, as may be reasonably required for any circulation improvements described in Section 3.B.3 hereof and in Exhibit G, in the widths set forth and described in Section 5.1 of the Plan (as such Plan provides on the effective date of this Agreement), but only to the extent that such rights-of-way are within the Property. Landowner shall be required to convey no more than one-half the right-of-way required for the construction of Harding Boulevard.

3.A.6.b. Street E. The alignment of Street E will be dependent upon, among other things, Landowner's development of Parcel 36 and the final delineation of the wetlands, if any, to be preserved within such parcel pursuant to Section 2.D.1.b. Because the City intends to levy a special tax on Parcels 22 and 46, which parcels are dependent upon Street E for access and development, the City desires that notwithstanding such contingencies to the alignment of Street E, the City shall be able to fix such alignment if Landowner is unable to resolve such contingencies within a fixed period of time. Accordingly, Landowner agrees that at any time after the third (3rd) anniversary of the sale by the CFD of the bond issue that includes financing for the construction or acquisition of Street E, Landowner, upon demand of City, shall dedicate, grant or convey, the portions of the Property as may be reasonably required for Street E, as generally shown on Exhibit G-1 and as determined by the Director of Public Works.

3.A.7. Waterline Easement. Landowner shall grant and convey fifteen-foot (15') wide easements for waterlines and other public utility purposes through landscape setback

areas along the north and south sides of the portion of Roseville Parkway traversing the Property. Such waterline easements shall be granted and conveyed by being shown on the first tentative (large lot or parcel) map for the Property to be approved by the Council subsequent to adoption of the Plan and this Agreement. The easements shall be effective on recordation of such final map.

3.A.8. Light Rail Easement. Landowner shall grant and convey a twenty-five (25') easement for light rail use, within the Landscape Setback, as shown on Figure 5-11 of the NCRSP (as such Plan provides on the effective date of this Agreement), on each side of the Roseville Parkway. Landowner and City agree that no permanent or quasi-permanent facilities or structures shall be installed within the light rail easement. Nothing in this Section 3.A.8 shall be construed to preclude the use of the light rail easement for parking, pedestrian walkway (whether or not paved), bikeways or landscaping (other than trees) prior to the actual construction of a light rail facility.

3.A.9. Slope Easement. Landowner, upon demand of City, shall dedicate, grant or convey a non-development slope easement against Parcel 97, prohibiting development of Parcel 97 except as may be allowed under the Plan in conjunction with development of Parcel 33, construction of Street E as conceptually shown on Exhibit G-1 and construction of bike paths as described in the Plan, or as may otherwise be allowed under any amendment of the Plan; Landowner shall remain obligated, at its cost, to maintain Parcel 97 in a debris-free and non-fire hazard condition. The form of the non-development slope easement shall be subject to the approval of the City Attorney.

3.A.10. Liens, Encumbrances, Covenants, Conditions and Restrictions. The property to be conveyed to City pursuant to this Section 3.A shall be free of any liens, encumbrances, special taxes, or assessments, not approved by City and shall be excluded from the application of any Declaration of Covenants, Conditions and Restrictions,

excepting the rights of way and easements described above may be conveyed subject to existing liens and encumbrances so long as such liens and any encumbrances that may interfere therewith are subordinated to the easement.

3.A.11. Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California with regard to any otherwise uncompensated conveyance or dedication of land or easements over the property specified in this Agreement.

3.B. Improvements.

3.B.1. Circulation Standards. The standards for the circulation improvements set forth in this Section, and the rights-of-way required therefor shall be as set forth in the North Central Roseville Specific Plan, as such Plan provides on the effective date of this Agreement.

3.B.2. Utility Improvements.

3.B.2.a. City and Landowner agree that the Community Facilities District ("CFD") shall construct or finance the construction of the trunk water mains shown on Exhibit H, attached hereto (the "Water Mains"). It is stipulated herewith that the diameter of such mains is in excess of that required to meet the needs arising out of the land use granted in the Specific Plan ("Excess Capacity"). It is further stipulated that the portion of the cost of such mains arising out of the Excess Capacity is attributable to requirements of the City or of other users unrelated to the requirements of the North Central Roseville Specific Plan Area. Except as otherwise provided in Section 3.C.3.b and 3.C.3.c, City agrees that City will use its best efforts to reimburse the CFD for the costs of the remaining Excess Capacity

in the Water Mains, if, and only if, City issues permits or entitlements or enters into agreements with or for third parties that will require the use of such capacity. Any such reimbursement shall be based on a marginal cost calculation.

3.B.2.b. City and Landowner agree that the CFD shall construct or finance the construction of trunk sewer lines within the Plan Area and along that branch of Pleasant Grove Creek which connects Washington Boulevard to Lift Station No. 2, all as shown and described on Exhibit I, hereto.

3.B.2.c. Landowner agrees that the CFD shall finance construction of additional capacity at Lift Station No. 1, not later than January 1, 1992, in order to make capacity available for the Plan Area at Lift Station No. 2. The cost of such additional capacity shall not exceed \$935,000. Landowner further agrees that the CFD shall finance a portion of the cost of construction of a sewer connection line from Lift Station No. 1 to the Regional Sewage Treatment Plant in order to make capacity available in the existing sewer collection line to serve the Plan Area. The cost of such sewer collection improvements shall not exceed \$500,000.

3.B.2.d. City acknowledges that by prior agreement, Landowner agreed to participate in the financing of improvements to the Dry Creek Sewer Line and that in satisfaction of such agreement, the Property shall be assessed by the CFD for the costs under such agreement in an amount not to exceed \$177,028.

3.B.2.e. City and Landowner agree that the CFD shall finance the extension of electrical facilities to serve all traffic signals and street lights within the Property and that no street shall be opened to the public unless and until street lights and signals have been installed in accordance with the NCRSP and applicable requirements of the Department of Public Works.

3.B.2.f. City and Landowner agree that the CFD shall finance the construction of electrical transmission facilities as shown on Exhibit J.

3.B.2.g. [Section Reserved]

3.B.2.h. [Section Reserved]

3.B.2.i. Nothing in this Agreement shall be construed to limit or restrict the right of City to require the dedication of an easement for utility purposes when such requirement would be otherwise consistent with the reasonable exercise of the police power by City and is reasonably related to a requirement to serve the parcel or parcels subject to the easement.

3.B.3. Improvements Constructed or Financed by CFD. City and Landowner agree that the CFD shall construct or finance the construction or acquisition of the following improvements or facilities:

3.B.3.a. That portion of the Roseville Parkway which is within the North Central Roseville Specific Plan Area as shown on Exhibit G, excluding that portion which passes through or is adjacent to Parcels 63, 88, 98a, 98b, 98d and 98e, as shown on Exhibit B.

3.B.3.b. That portion of Pleasant Grove Boulevard which is within the North Central Roseville Specific Plan Area, excluding that portion which is adjacent to or passes through Parcels 101 and 102, as shown on Exhibit G.

3.B.3.c. That portion of Eastpark Drive which is within the North Central Roseville Specific Plan Area, as shown on Exhibit G.

3.B.3.d. That portion of Collector B which is adjacent to Parcels 14, 50 and 73.

3.B.3.e. That portion of Collector C which is shown on Exhibit G.

3.B.3.f. That portion of Street E from Harding Boulevard, through Parcel 36, to Parcel 46, as approximately shown on Exhibit G-1, including all necessary bridges and structures.

3.B.3.g. Those portions of Harding Boulevard and Stanford Ranch Road which are within the North Central Roseville Specific Plan Area, and which are (i) north of the southern boundaries of Parcels 37 and 38, and (ii) south of the northern boundary of Parcel 34, as shown on Exhibit G, except to the extent that such costs may be borne by the Roseville Redevelopment Agency.

3.B.3.h. The eastern extension of Diamond Oaks Road, and any relocation of electrical transmission facilities incidental to or required by the road construction, as shown on Exhibit G.

3.B.3.i. Collector D, between the Roseville Parkway and Diamond Oaks Road, as shown on Exhibit G.

3.B.3.j. The construction of all frontage improvements (including pavement, curb and gutter; and sidewalks adjacent to public parcels), street lights and utility stubs to and for adjacent parcels are to be included in the roadway improvements enumerated in 3.B.3.a through 3.B.3.i, above.

3.B.3.k. The utility improvements described in Section 3.B.2 of this Agreement and all other Development Agreements for properties within the Plan Area as such Agreements provide on the effective date of this Agreement.

3.B.3.l. The drainage detention improvements described in Section 3.D.1.

3.B.3.m. The school facilities described in Section 3.F.3.

3.B.3.n. The median landscaping improvements described in Section 3.G.3.

3.B.3.o. The sewer lift station and force main required to serve Parcels 22, 23, 33, 36, 45 and 46.

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3.B.3.p. All traffic signals shown on Exhibit G.

3.B.3.q. A bikeway through Parcels 80 through 88, inclusive, and through Parcels 40, 42, 43, 48 and 49, to the extent the bikeway is located through such Parcels, as described in Section 5.3 of the Plan as the Plan provides on the effective date of this Agreement.

3.B.3.r. Park and Recreational improvements to Parcel 50 in an amount not to exceed \$600,000.

3.B.3.s. The cost of landscaping improvements to the Highway 65 right-of-way and the Harding Interchange, in an amount not to exceed \$250,000.

3.B.3.t. The costs of creation and reproduction of wetlands within Parcels 80, 82, 83, 84, 86, 87, 90, 91 and 93 and the costs of the nature trails within publicly-owned watershed and wetland preserve parcels.

3.B.3.u. A proportional share of the cost of improvements and land acquisition for the Fiddymont Road electrical substation in an amount not to exceed \$125,000.

3.B.3.v. The cost of frontage improvements (curb, gutter, sidewalk, utilities, street lights and one-half of the paved road section) for that portion of Collector A which is adjacent to Parcel 52.

3.B.3.w. The cost of relocation of certain electrical distribution facilities along Harding Boulevard, in an amount not to exceed \$39,000.

3.B.3.x. The partial cost of constructing certain water transmission facilities along Eureka Road, Atlantic Street and Harding Boulevard in an amount not to exceed \$32,000.

3.B.3.y. A portion of the costs of water mains, as determined by the Public Works Director, constructed or to be constructed in the Northeast and Southeast Specific Plan Areas in the amount of \$800,000.

3.B.3.z. The cost of acquisition, at fair market value as of the effective date of this Agreement, of Parcel 50D, as shown on the Schematic Development Plan.

3.B.3.aa. A portion of the cost of construction of the Harding Boulevard/Highway 65 Interchange in an amount not to exceed \$6,100,000.

3.B.3.bb. The costs of environmental review and EIR preparation related to the public facilities to be financed or constructed by the CFD or to be conveyed to the City in an amount not to exceed \$150,000.00

3.B.3.cc. All costs or expenses incurred by City related to review, inspection, engineering or installation to the extent that such costs result from the construction, financing or acquisition of improvements by the CFD.

3.B.4. [Section Reserved]

3.B.5. Water Transmission Line Fee. Landowner agrees to reimburse and/or pay City for the cost of water transmission lines previously constructed or to be constructed within the Northeast and Southeast Roseville Specific Plan Areas and for a future main to be constructed from the City's water treatment plant to connect with other water transmission lines. Reimbursement, or partial reimbursement, shall be made from the CFD funds described in Section 3.B.3.y, the priority of which reimbursement shall be paid in the order in which such costs of construction have been incurred, and any remaining balance shall be used for costs of future construction. The balance of such reimbursement and/or payment for future construction shall be made and collected in the form of a fee to be adopted by City in accordance with Section 66000 et seq. of the Government Code. Pending adoption of the fee ordinance, Landowner waives any objection to the collection

of an interim fee in an amount not more than \$80 per equivalent dwelling unit, such fee to be collected upon the issuance of each building permit for structures located within the Property. No such interim fee shall be collected after January 1, 1992.

3.B.6. Public Facilities Fee. Landowner agrees that the development subject to this agreement shall contribute in a proportional and equitable manner to the financing of new or expanded City-wide public facilities the demand for which results from new development within Roseville. Such contribution shall be in the form of a fee to be adopted by the City in accordance with Section 66000 of the Government Code. Pending adoption of the fee ordinance, Landowner waives any objection to the collection of an interim fee to be collected upon the issuance of each building permit for a structure located within the Property. Such interim fee shall be in the amount of THREE HUNDRED DOLLARS (\$300) per multi-family dwelling unit and FORTY-FIVE CENTS (\$.45) per square foot of construction of commercial and business-professional uses. No such interim fee shall be collected after January 1, 1992.

3.B.7. Site Specific Improvements. Those projects identified in Sections 3.B.3.a, 3.B.3.f, 3.B.3.g, 3.B.3.h, 3.B.3.i, 3.B.3.j, 3.B.3.k, 3.B.3.o, 3.B.3.p, 3.B.3.q and 3.B.3.aa shall be included in the first bond issue for the financing of improvements as determined by the City as part of the formation and administration of the CFD. Landowner acknowledges that the economic participation of Parcels 11, 12a, 12b, 13a, 13b, 22, 23, 29, 33, 36, 37, 45 and 46 in the CFD is dependent upon the construction of these facilities and that City may take those actions necessary to establish the precise alignments and commence construction of the projects within three (3) years of the issuance of bonds by the CFD. The City agrees that the sums allocated for these projects in the CFD shall not be allocated to any other project identified in Section 3.B.3 in order to ensure the availability of the funds at the time of construction.

3.C. Community Facilities District and Financing.

3.C.1. Community Facilities District.

3.C.1.a. City and Landowner agree that City and Landowner will use their best efforts to cause to be formed, and Landowner waives any objection to the formation of, a Community Facilities District (herein "CFD" or "NCRSP CFD") pursuant to the provisions of this Section 3.C and Section 53311 et seq. of the Government Code. City and Landowner agree that the CFD shall include all the property shown on the Specific Plan as Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and all other privately owned property specifically benefitted by the improvements to be constructed, financed or acquired by the CFD including, without limitation, the subdivision known as Country Estates (Subdivision Map No. 301-365, tentatively approved on January 3, 1990), immediately South of the Plan Area.

3.C.1.b. The CFD shall construct, finance or acquire the improvements enumerated in Sections 3.B.2 and 3.B.3 of this Agreement.

3.C.1.c. City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City shall use its best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section 3C. Landowner shall be allocated Landowner's share of infrastructure costs and shall be assessed special taxes in a fair and proportionate manner in accordance with the Rate and Method of Apportionment of the Special Tax adopted by the City in the Resolution of Formation ("ROF") for the CFD, provided the allocation of the cost of and levy of special tax related to an improvement, the benefit and special tax for which is

allocated to a special tax zone pursuant to the ROF, shall be limited to the properties within such special zone and shall not be allocated or levied to any portion of the Property located outside such special zone.

3.C.1.d. Nothing in this Section 3.C shall be construed to preclude the payment by an owner of any of the parcels delineated in Section 3.C.1.a of a cash amount equivalent to its proportionate share of infrastructure costs, or any portion thereof, prior to the issuance of bonds.

3.C.1.e. City and Landowner further agree that the cost of the improvements to be so financed will not exceed \$71,000,000 and that Landowner's proportionate share of such costs shall not exceed \$7,928,853. The preceding limitations exclude any and all costs arising out of the issuance or sale of bonds or any prepaid interest, interest reserves, discounts or other expenses thereto related.

3.C.1.f. Landowner agrees that, concurrent with the adoption of this Agreement, Landowner and City shall enter into a shortfall agreement providing for the financing of costs of the improvements specified in Section 3.B.3 hereof, in the event that the bonds issued by the CFD provide insufficient funding for the completion of such improvements.

3.C.2. Credits.

3.C.2.a. City and Landowner agree that the CFD will finance all or a portion of (i) the construction of certain improvements and (ii) the acquisition of Parcel 50D, which would otherwise be financed by fees authorized by ordinances of City or statutes of the State of California. Such improvements include:

- (i) Roseville Parkway
- (ii) Pleasant Grove Boulevard
- (iii) Harding Boulevard

- (iv) The Harding Boulevard/Highway 65 Interchange.
- (vi) Road Improvements for Park Parcels 50, 51, 52, 53, 54, 56 and 57.
- (vii) Park Improvements to Park Parcel 50.

City and Landowner agree that in consideration of the construction or acquisition of such improvements or land by the CFD, Landowner shall be entitled to credits against the Traffic Mitigation Fee collected by the City pursuant to Chapter 4.44 of the Roseville Municipal Code (the "Code") and the Neighborhood/Community and City-wide park fees collected by the City pursuant to Chapters 4.37 and 4.38, respectively, of the Code.

3.C.2.b. Such credits are independent of and in additional to any reimbursement made pursuant to Section 3.C.3 below.

3.C.2.c. The credits against the Traffic Mitigation Fee attributable to Section 3.C.2.a.i, 3.C.2.a.ii, 3.C.2.a.iii and 3.C.2.a.iv shall be as follows:

(i)	Multi-Family Dwelling	\$624.00
(ii)	General Commercial: per square foot	\$ 1.48
(iii)	Regional Commercial: per square foot	\$ 1.39
(iv)	Business/Professional: per square foot	\$.98

3.C.2.d. The Neighborhood/Community Park fee credit attributable to Section 3.C.2.a.v and 3.C.2.a.vi shall be \$199.65 per multi-family residential unit.

3.C.2.e. The City Wide Park fee credit attributable to Section 3.C.2.a.v and Section 3.B.3.z shall be \$128.21 per multi-family residential unit.

3.C.2.f. The credits set forth above shall be annually increased by any indexing or percentage increase to which the related fee is subject.

3.C.3. Fee Adjustments and Reimbursement.

3.C.3.a. City and Landowner agree that the Traffic Mitigation fee in effect for construction within the North Central Roseville Specific Plan Area includes substantial allocations for construction of certain road and bridge improvements within the Northeast Roseville Specific Plan ("NERSP") area, including, but not limited to, the Roseville Parkway and the Secret and Miner's Ravine Crossings. City agrees that in the event that development is permitted or entitlements are granted within the area shown as NERSP Urban Reserve on Exhibit K during a ten (10) year period following the effective date of this Agreement, City shall, not less often than annually, recalculate and adjust the Traffic Mitigation fees for the property subject to this Agreement. City agrees that City shall reimburse the NCRSP CFD in an amount equal to the previously paid portion of Traffic Mitigation fees collected within the NCRSP Area which are equal to any reduction of the fee attributable to such adjustment, provided that such reimbursement shall be limited to amounts which are attributable to increases in the use of NERSP facilities by trips originating or ending within the NERSP Urban Reserve. Landowner agrees that, in the event that circulation improvements are required to be constructed in the NERSP Urban Reserve which benefit NCRSP property, City shall accordingly adjust and increase the Traffic Mitigation Fee for the NCRSP in the normal and customary manner at its next annual review.

3.C.3.b. City shall reimburse the CFD for that portion of the capacity of the Water Mains which is attributable to any present or future requirement of the Northwest Specific Plan Area not later than thirty (30) days following acceptance by City of such Water Mains. Such reimbursement shall be in an amount not less than ONE-MILLION TWENTY-EIGHT THOUSAND DOLLARS (\$1,028,000).

3.C.3.c. Subject to the limitations set forth in this Section 3.C.3.c, City shall reimburse the CFD for that capacity within the Water Mains shown on Exhibit H which is attributable to requirements of the North Industrial Plan Area in an amount not less than \$800,000, as, when and if users within the North Industrial Plan Area are issued building permits. City agrees that it will issue no building permits within the North Industrial Plan Area unless and until the applicant therefor has paid a fair and proportional share of the cost of the oversizing financed by the CFD. City stipulates that the capacity in the Water Mains arising from such oversizing for the North Industrial Plan Area is Ten Million (10,000,000) gallons per day.

3.C.3.d. In the event that the undeveloped parcels immediately south of the Plan Area, north of Atlantic Street, and west of Harding Boulevard cannot be included in the CFD in accordance with Section 3.C.1.a hereof, City agrees that City will require such properties to reimburse the CFD for the pro rata share of the improvements described in Section 3.B.3 which benefit such parcels as a condition of granting such parcels a use permit, a building permit or other entitlement to development.

3.C.3.e. Any other costs with respect to which City has agreed, in writing, prior to the effective date of this Agreement, to reimburse Landowner or its predecessors in interest.

3.D. Drainage Improvements.

3.D.1. Detention Basins. Landowner acknowledges that the CFD will include financing for the construction of detention basins within Parcels 49, 87 and 101 of not less than 10 acre-feet, 45-acre feet and 45 acre-feet, respectively.

3.D.2. [Section Reserved]

3.D.3. [Section Reserved]

3.D.4. Regional or City-Wide Retention Facility.

3.D.4.a. Landowner acknowledges that certain off-site drainage facilities may be required to provide retention of water runoff from the Property. It is contemplated that such facility or facilities will be a component(s) of a regional water runoff retention program. Landowner agrees that development within the Property will be subject to a regional drainage facilities fee (the "Drainage Fee"), to be enacted by local ordinance, in accordance with Section 66000 of the Government Code, which will be applicable to all property within the North Central Specific Plan Area, the North Industrial Plan Area, the Northwest Specific Plan Area and any other land to the west or north of such area which may be annexed to the City or for which land use may be granted by the City. Landowner waives herewith any objection to the collection of such a one-time fee or charge (the "Interim Fee"), upon the issuance of a building permit, provided that such fee does not exceed:

- | | |
|--|---------------|
| (i) Multi-family residential | \$ 40/unit |
| (ii) Commercial construction | \$0.10/sq.ft. |
| (iii) Business and Professional construction | \$0.10/sq.ft. |

3.D.4.b. City agrees that, in the event that City has not commenced environmental review for a specific project for regional or City-wide retention and adopted the Drainage Fee on or before February 1, 1992, Landowner (or other owners within the Plan Area) may, then or at any time thereafter, give City six months notice that Landowner (or such other owners) intends to provide retention facilities which will adequately mitigate the impacts of development of the Plan Area with respect to water runoff and retention. City agrees that it will initiate

proceedings to form an assessment district or other financing mechanism and, to the extent lawful, levy a fee or an assessment or both for that purpose and that the proceeds of such fee or assessment shall be utilized exclusively for providing a retention facilities for the Plan Area. Landowner waives any right to protest the formation of such a district or any assessment or fee to the extent that such assessment or fee is utilized exclusively for retention facilities to serve the Plan Area. Subsequent to the levy of the fee or assessment or both, the Interim Fee shall no longer be collected. City agrees that the provisions of this Section 3.D.4 shall be the sole and exclusive measure or remedy adopted by City for the purposes of mitigating water runoff impacts.

3.E. Equitable Consideration. Landowner's contributions with respect to the construction of all circulation facilities, elementary and intermediate schools, and other infrastructure improvements referred to herein shall be taken equitably into account in connection with the formation of, and apportionment of the amount of, any assessment levied by any improvement assessment district or other financing mechanism, formed by the City of Roseville, after the date of this Agreement, which includes all or any part of the Property. The provisions of this Agreement shall not be construed to constitute a waiver by either party of participation by Landowner in any benefit assessment district which may be formed or other financing mechanism for the construction of circulation or other infrastructure improvements.

3.F. School Sites and Construction Assistance.

3.F.1. [Section Reserved]

3.F.2. [Section Reserved]

3.F.3. CFD Construction Assistance.

3.F.3.a. City and Landowner will include the sum of \$9,297,778 in the NCRSP CFD for the purposes of providing i) 50% of the cost of a K-6 School ("K-

6 School #1") to be located on Parcel 72, ii) 50% of the cost of an Intermediate School ("Intermediate School") to be located on Parcel 73, and iii) Seventy-Thousand Dollars (\$70,000) for planning costs for a K-6 School ("K-6 School #2") to be located on Parcel 74.

3.F.3.b. In the event that funding is not available from the State of California for the balance of the cost of the schools specified in Section 3.F.3.a, City and Landowner agree that the amount specified above shall be increased to \$10,246,023, and that such increased sum shall be used to finance i) 100% of the cost of the K-6 School #1 ii) 100% of that portion of the cost of the Intermediate School which is attributable to the need to accommodate 302 7-8 grade students residing within the Plan Area, and iii) \$70,000 for planning costs for the K-6 School #2.

3.F.3.c. City shall allocate the sum of \$9,297,778 from the net proceeds of the first series of bonds issued by the NCRSP CFD for the purposes described in Section 3.F.3.a. and such sum shall be maintained in three separate interest bearing accounts under the joint custody of the City and the Roseville City School District (City School District) as follows: \$5,985,537 shall be deposited in an Intermediate School Account; \$3,242,241 shall be deposited in the K-6 #1 Account; and \$70,000 shall be deposited in the K-6 #2 Account. No more than \$4,359,245 shall be disbursed from the Intermediate School Account unless and until the State of California has made an irrevocable commitment to fund the Intermediate School. An authorization without apportionment shall constitute an irrevocable commitment. In the event that the State of California has not made such an irrevocable commitment on or prior to January 1, 1993, the custodians of the Intermediate School account shall transfer \$1,580,042 to the K-6 #1 Account and such sum shall

be used solely for the purpose of financing construction of the K-6 School #1. In the event of such a transfer, Landowner and City agree that a supplementary tax shall be levied by the CFD in an amount sufficient to support the issuance of a second series of bonds. Such bonds shall be issued by the CFD in an amount sufficient to obtain net proceeds in the amount of \$948,245. Such sum shall be deposited in the K-6 #1 Account and, with the fees to be collected pursuant to Section 3.F.5.c, will provide 100% of the cost of the K-6 School #1.

3.F.4. Assessment or Tax for Interest Differential. The CFD shall levy an additional tax, in addition to the tax required to finance the facilities described in Section 3.C., in an amount sufficient to fund any differential in interest between the interest rate reimbursable by the State of California and the actual rate of interest paid by the City School District on any interim financing secured by the City School District in anticipation of the State funding described in Section 3.F.3. Such interim funding shall be used solely for the purposes described in Section 3.F.3.

3.F.5. CFD Elementary School Construction Fee.

3.F.5.a. Landowner agrees that payment shall be made to the CFD, at the time of the issuance of a building permit, of a CFD elementary school construction fee for each residential unit within Parcel 23 of \$470.

3.F.5.b. Such CFD elementary school construction fee shall be for the purposes of providing 50% of the cost of constructing the K-6 School #2, with the balance of such costs to be funded by the State of California.

3.F.5.c. If, on or before January 1, 1993, the City School District has failed to receive an irrevocable commitment for state funding for the schools described in Section 3.F.3, above, the fees levied pursuant to this Section shall be increased to \$760 per residential unit within Parcel 23.

3.F.5.d. Such increased CFD elementary school construction fee shall be for the purposes of funding any remaining costs of the K-6 School #1, any remaining costs of the Intermediate School that are attributable to the need to accommodate the 302 7-8 grade students residing within the Plan Area, and 100% of that portion of the cost of site acquisition for and construction of the K-6 School #2 which is attributable to the need to accommodate the remaining 416 K-6 students (who cannot be accommodated within the capacity of the K-6 School #1) residing within the Plan Area. If, prior to January 1, 1993, State funding has not been made available for the acquisition of the K-6 school site on Parcel 72 or the intermediate school site on Parcel 73, the District may direct the custodian of the K-6 #2 Account to reallocate such amount from the K-6 #2 Account as may be necessary for the District to acquire the Parcel 72 and/or Parcel 73 site.

3.F.5.e. Prior to the earlier of (i) January 1, 1993 or (ii) the approval by the Office of Local Assistance of the Department of General Services of the State of California of the irrevocable commitment for the State funding described in Section 3.F.3., Landowner, upon the occasion of an application for a residential building permit(s), shall provide to City a letter of credit, cash deposit or other security acceptable to City, in the amount of the difference between the fees specified in Section 3.F.5.a and the fees specified in Section and 3.F.5.c for the residential unit(s) for which the building permit(s) is (are) to be issued. City shall hold, in trust, such letter of credit, deposit or other security, to effect the purposes of this Section. Upon the approval of the irrevocable commitment, City shall return the letter of credit, deposit or other security to Landowner. In the event that such

commitment has not been made by January 1, 1993, the City shall deposit the proceeds of the letter of credit, deposit or other security in the accounts specified in Section 3.F.3.c.

3.F.5.f. The fees for which provision is made by this Section 3.F.5 shall be collected by the City on behalf of the CFD and shall be maintained in an interest bearing account, under the joint control of City and Roseville City School District, the proceeds of which shall be made available solely for the purposes set forth in this Section 3.F.5.

3.F.5.g. The fees for which provision is made by this Section 3.F.5 shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the Consumer Price - All Cities Index issued by the United States Department of Labor using the first week of January 1990 as base 100.

3.F.6. Purchase Price of School Sites. It is understood that the purchase price of the sites described in Section 3.F.1 shall be the lesser of 1) \$97,500 per acre, increased annually, in the first week of February of each calendar year, by the amount of the rate of interest paid by the CFD on the first series of bonds issued by the CFD, or 2) the fair market value of the sites based upon the rules, regulations and procedures of the Office of Local Assistance of the Department of General Services of the State of California; such value to be calculated as of the date of actual purchase.

3.F.7. Frontage Improvements. It is understood that the cost of frontage improvements (including pavement, sidewalk, curb, gutter, utilities and street lights) which are adjacent to Parcels 72, 73 and 74 is included in the sums specified in Sections 3.F.3 and 3.F.5. District will allocate the appropriate amounts from the accounts described in Section

3.F.3.c. for the construction of the frontage improvements within 90 days of the acceptance of such improvements and shall thereupon reimburse either the CFD or such other person or entity as may be responsible for the construction of such improvements.

3.F.8. Enforceability.

3.F.8.a. The obligation of City and Landowner to include the financing of the facilities in the CFD as described in Sections 3.F.3, 3.F.4 and 3.F.5 is expressly contingent upon the entry of the Roseville City School District into a lawful and enforceable agreement with City and Landowner (the "Tripartite Agreement") providing that implementation of the foregoing Sections 3.F.1 through 3.F.6 shall constitute, for a period of ten (10) years following the formation of the CFD, full and complete satisfaction of any and all present and/or future obligations of Landowner with respect to Sections 53080 and 65995 et seq. of the Government Code (or any state or local statute or ordinance imposing any fee or exaction for the financing, construction or provision of K-8 school facilities) as they may apply to each and every parcel (including all non-residential parcels) within the Property, regardless of type or intensity of land use.

3.F.8.b. The Tripartite Agreement shall further provide: i) that District, for a period of ten (10) years following the formation of the CFD, will waive any and all claims against City and Landowner with respect to, and shall make no effort or attempt to enjoin the issuance of maps, permits or other entitlements to development granted pursuant to this Agreement, nor shall it seek damages or any other legal or equitable remedy against City or Landowner with respect to the issuance or approval of such maps, permits or entitlements, provided that City and Landowner shall have complied with the requirements of Sections 3.F.1 through 3.F.6 and ii) that City shall not refrain, on the grounds of impacts to or upon the

Roseville City School District or its facilities, from approving or issuing maps, permits or entitlements for development granted pursuant to this Agreement so long as Landowner has performed Landowner's obligations as set forth in the foregoing Sections 3.F.1. through 3.F.6.

3.F.8.c. The Tripartite Agreement shall further provide that if the Roseville City School District should ever levy a fee that is less than sixty percent (60.0%) of the maximum fee permissible under Sections 53080 or 65995 et seq. of the Government Code of the State of California or any successor, replacement, companion or substitute State statute applicable to K-12 fees, then a credit shall be given against the CFD fees otherwise payable pursuant to Section 3.F.5 hereof in the amount of the difference between the amount levied and sixty percent (60.0%) of the maximum permissible fee.

3.F.8.d. The Tripartite Agreement shall be in recordable form and shall run with the Property as a covenant.

3.F.9. High School District.

3.F.9.a. City and Landowner agree that the land use approved pursuant to the Specific Plan will result in the generation of 503 additional students attending grades 9-12 in the Roseville Joint Union High School District. In further consideration of this Agreement, Landowner agrees that each multi-family unit will pay an adjusted high school impact fee of FIVE-HUNDRED TEN DOLLARS (\$510), which shall be due and payable at the time the building permit for each such unit is issued by City. The amount of the adjusted high school impact fee shall be annually increased by the same percent as the increase in the Cost of Living - All Cities Index as issued by the United States Department of Labor using the week in which January 1, 1990, falls as base 100.

3.F.9.b. Any fee due and payable pursuant to the obligation created by this Section 3.F.9 shall be credited in full against the obligations created under Section 50380 or 65995 of the Government Code or any successor, substitute or similar statute or local ordinance, which would be payable to the Roseville Joint Union High School District or any successor District serving the Property. Such credits shall be annually increased by the same percentage as any increase in the fee established pursuant to Section 3.F.9.a. Nothing in this Agreement shall be construed to require Landowner to pay any fees under Section 53080 or 65995 of the Government Code or any successor, substitute or similar statute or local ordinance which would result in fees (inclusive of the amount specified in Section 3.F.9.a) in excess of the amount set forth in Section 3.F.9.a, except as expressly provided in Section 3.F.9.d, below. In the event that the Roseville Joint Union High School District levies a fee that is less than thirty-seven and one-half percent (37.5%) of the maximum fee permissible under Section 53080 or 65995 of the Government Code of the State of California or any successor, replacement or substitute state statute or local ordinance or regulation, then such offsetting credit shall be increased by the amount of the difference between the fee levied and thirty-seven and one-half percent (37.5%) of the maximum permissible fee.

3.F.9.c. City and Landowner agree that any amounts collected pursuant to this Section 3.F.9, in excess of the fees that would otherwise be payable under Section 53080 or 65995 of the Government Code or any successor, substitute or similar statute or ordinance (the "Surcharge Amounts") shall be used solely for the purpose of constructing a High School within or adjacent to the area encompassed within the Schematic Development Plan of the Northwest Roseville Specific Plan, a copy of which is attached hereto as Exhibit L. City, City's Assignee or the

Roseville Joint Union High School District shall segregate and account for the Surcharge Amounts and shall maintain such surcharge amounts in a segregated, interest bearing account.

3.F.9.d. In the event that the amount due pursuant to this Section 3.F.9 is less than an amount which could be lawfully imposed or collected but for this Agreement, this Agreement shall not be construed as a limitation on such higher amount, provided, however, that this section 3.F.9 shall then be deemed inapplicable in its entirety.

3.G. Landscape and Lighting District.

3.G.1. Formation.

3.G.1.a Consent and Waiver. Landowner consents to and shall cooperate in forming a Landscape and Lighting District pursuant to the provisions of Section 22500, et seq., of the Streets and Highways Code of the State of California (herein the "LLD") and consents herewith to the levy of such assessments as are necessary to maintain landscaping of the Scenic Corridors as shown on Exhibit F and in accordance with the Landscape Design Guidelines (to be adopted pursuant to Section 3.G.7) to maintain the trees in the setback strips as described in the Plan, to maintain the wetland preserve areas (subject to the limitations set forth in Section 3.G.2.e) and to perform such other obligations as are described in Section 3.G.2. Nothing in this Section 3.G.1. shall be construed as an agreement to any specific allocation of assessment, burden or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit.

3.G.1.b. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City of Roseville, the City School District or the

Roseville Joint Union High School District shall be excluded from any assessment to be imposed by the District.

3.G.2. Obligations. The Landscape and Lighting District formed pursuant to Section 3.G.1 shall:

3.G.2.a. provide a mechanism for the perpetual maintenance of approximately 65.0 acres, more or less, of scenic corridor (including medians) contiguous to and on both sides of the Roseville Parkway and of Pleasant Grove Boulevard and of Harding Boulevard and of the east side of Washington Boulevard and along various other roadways, all as described in the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement;

3.G.2.b. maintain the trees in the setback strips and to perform autumn leaf cleanup in accordance with the Plan for collector and local streets;

3.G.2.c. maintain all public pedestrian or bicycle pathways which connect single-family residential parcels to the Roseville Parkway, Pleasant Grove Boulevard or Washington Boulevard and to all park sites, to the extent that such pathways are not within or adjacent to public streets;

3.G.2.d. maintain all pedestrian and bicycle pathways within the wetland preserve and setback areas and the landscape easement area along the southern boundary of Parcel 7;

3.G.2.e. maintain the park preserve and wetland preserve areas in accordance with the Specific Plan, provided however, that costs arising out of compliance with any 404 Permit shall be assessed exclusively upon the property subject to such 404 Permit and not upon any other parcels within the District;

3.G.2.f. maintain the detention basins described in Sections 3.D.1, 3.D.2, and 3.D.3;

3.G.2.g. maintain turf and landscaping on Parcels 50A, 50B, 50C, 50D, 51, 52, 53, and 57, to the extent that the cost thereof does not exceed, annually, TWO HUNDRED THOUSAND DOLLARS (\$200,000). This amount shall be increased annually, commencing on the effective date of this Agreement by the same percent as the increase in the Cost of Living All Cities Index as issued by the United States Department of Labor using the week in which January 1, 1990 falls as base 100; and

3.G.2.h. conduct, manage and finance the mitigation monitoring, and the annual review thereof, as required pursuant to Section 8 and Appendix A of the NCRSP, as such Plan reads on the effective date of this Agreement.

3.G.3. Installation of Median Corridor Improvements. As set forth in Section 3.B.3.n, the CFD shall install or cause to be installed 5.3 acres, more or less, of median landscape improvements, including plants, irrigation, and grading, in the Scenic Corridors shown in Exhibit F. City need not accept the road improvements in such Scenic Corridors prior to completion of installation of the median landscaping.

3.G.4. Installation of Scenic Corridor Setback Improvements. Within one (1) year of the earlier of the issuance of a use permit, building permit or the recordation of a final residential subdivision map on any parcel, Landowner shall install landscaping improvements within any portions of the Scenic Corridors (shown on Exhibit F) which are immediately adjacent to the parcel which is the subject of such use permit or building permit. Such landscaping improvements shall be installed in accordance with the Landscape Design Guidelines to be adopted in accordance with Section 3.G.7.

3.G.5. Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or Maintenance Easements to the Landscape and Lighting District, Landowner or City or their agents, employees, successors,

assigns, agents and employees to perform the maintenance obligations described in section 3.G.6, for the purpose of entry onto Landowner's or City property (including streets, easements and rights-of-way) to perform such maintenance obligations.

3.G.6. Maintenance by District. City and Landowner agree that the Scenic Corridors (including medians) shown in Exhibit F, street trees adjacent to local and collector streets as described in the Plan, wetland preserves and floodway parcels which are located within the Plan Area, whether owned by City or Landowner, shall be maintained by the Landscape and Lighting District, in accordance with the Landscape Design Guidelines to be adopted in accordance with Section 3.G.7, and, where applicable, the 404 Permit.

3.G.7. Landscape Design Guidelines. Any and all scenic corridor landscaping shall be installed and maintained pursuant to the Landscape Design Guidelines (the "Guidelines"). Such Guidelines shall be adopted no later than January 1, 1991.

3.H. Highway 65 Interchanges. Landowner agrees that the Property or portions thereof may be included in one or more assessment districts or other financing mechanism (or zones of such districts or mechanism) to be formed by the City of Roseville or its designee for the purposes of constructing Highway 65 interchanges at Harding, Pleasant Grove, Blue Oaks and Sunset Boulevards. Landowner waives herewith any objection and consents to and will cooperate with City in the formation of such districts (or zones) or mechanism and the inclusion of the Property within such districts (or zones) or mechanism. Nothing in this Section 3.H shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit. City expressly acknowledges that parcels and property within the Northwest Roseville Specific Plan Area, as shown on Exhibit L will bear an equitable and proportional share of the cost of construction of the Pleasant Grove and Blue Oaks interchanges.

3.I. Park and Ride. Landowner shall comply with the Park and Ride location requirements described by Policy 5.8.7, page 5-32 of the North Central Roseville Specific Plan, as such Plan provides on the effective date of this Agreement. Parcel 36 shall reserve fifty (50) parking spaces for Park and Ride use from 6:30 a.m. until 6:30 p.m., Monday through Friday.

3.J. Transportation System Management. All employers operating within the Property shall comply with the City Transportation System Management ("TSM") ordinance, as such ordinance may be amended from time to time, with the TSM policies and elements described for the Plan Area on pages 5-26 and 5-27 of the North Central Roseville Specific Plan, and with policy 5.8.8 as described on page 5-32 of the North Central Roseville Specific Plan, as the Plan provides on the effective date of this Agreement.

3.K. Regional Air Quality. Landowner agrees to use its best efforts to comply with the existing regional air quality plan and with the pending amendment of the regional air quality plan, once such amended plan is adopted by the City, provided such amended plan is applied uniformly throughout the City.

3.L. Removal of Rocks. Pursuant to the Plan, City may remove all, or portions, of the rock walls located on any parcel within the Property. From the date of issuance of the grading permit or use permit, whichever is issued first, City shall notify Landowner within five (5) working days that City intends to remove such rock walls, or portions thereof, and shall, at City's sole expense, remove them within thirty (30) days thereafter.

3.M. Applications for Permits and Entitlements.

3.M.1. Action by City. City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Schematic Development Plan and this Agreement, and shall act upon such applications in a timely manner.

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3.M.2. Information and Scheduling. City shall inform Landowner, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance and review said application and schedule the application for review by the appropriate authority in a timely manner.

3.M.3. Maps and Permits. Provided that the CFD has been formed in accordance with Section 3.C, hereof, and further provided that the Landscaping and Lighting District has been formed in accordance with Section 3.G.1, hereof, and further provided that Landowner is not in default under this Agreement, City shall not refrain from approving subdivision or parcel maps nor shall it cease to issue building permits. No application for tentative maps or use permits shall be accepted, reviewed or processed prior to the formation of the CFD and the LLD.

3.M.4. Personnel. Nothing in this Agreement shall be construed to require City to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of City.

3.M.5. Subdivision Map Act Waiver. Notwithstanding any other provision of this Agreement, or of Sections 66452.1, 66452.2, 66456.2 and 66458, of the Government Code (or any successor or replacement statute), Landowner expressly waives the time limits for review and approval by City of Tentative Maps, Final Maps, and Improvement Plans, to the extent that each such period does not exceed one hundred and fifty (150) days following the filing thereof with City.

3.M.6. Sequencing. Notwithstanding any other provision of this Agreement, City shall not be required to process any application for a tentative map, use permit or building permit for Parcels 1, 2, 4, or 14 until the CFD has been formed, the special tax levied and

the bonds financing the improvements described in Section 3.B.3 have been sold. City shall not be required to process applications for tentative maps or use permits for Parcels 11, 12a, 12b, 13a, 13b, 22, 23, 29, 33, 36, 37, 45 or 46 until (i) the CFD has been formed, the special tax levied and the first issue of bonds financing the improvements described in Section 3.B.7 have been sold and (ii) the improvements described in Section 3.B.7 are under construction. City shall not be required to process applications for tentative maps or use permits for Parcels 3, 5, 6, 7, 8, 9, 10, 15, 24, 25, 26, 27, 28, 30, 31, 34, 35, 40, 41 or 47 until the improvements described in Section 3.B.3 are under construction. City shall not be required to process applications for tentative maps or use permits for any other Parcel within the Property until the improvements described in 3.B.3 (excepting those improvements described in Sections 3.B.3.f and 3.B.3.o) have been completed and have been accepted by City.

3.N. City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

3.O. Limited Waiver of Protest Rights. In conjunction with any proceedings creating an assessment district or other applicable financing mechanism for which provision is made in this Agreement, Landowner waives herewith any right to protest which it may have under Section 2825

of the Streets and Highways Code to the extent that such protest would arise under Section 2825(a) through 2825(f) and Section 2825(h); but expressly retains the right of protest with respect to Section 2825(g).

3.P. Moratorium, Quotas, Restrictions or Other Limitations. In the event that City, pursuant to its authority to protect the public health, safety or welfare, enacts a policy, ordinance, resolution or other measure limiting development, City shall treat and consider the Property no less favorably than any other property subject to a Development Agreement or other fully vested entitlement to use and shall process and issue permits and approve maps for all such similarly situated property in a uniform, equitable and proportionate manner. City agrees that during the effective period of such moratorium, quota, restriction or other limitation, City shall grant no new entitlements or vested rights for development nor shall City approve any tentative map, use permit or building permit for property not previously entitled thereto. Nothing in the foregoing shall be deemed to preclude the imposition of a limitation by City on a particular type of development when such limitation is based upon an adverse impact to public health, safety or welfare specifically related to that type of development and where all development within the City creating such an adverse impact is uniformly subject to the limitation.

3.Q. Essence of Agreement. The foregoing agreements are of the essence of the Development Agreement.

SECTION 4. DEFAULT, REMEDIES, TERMINATION.

4.A. General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in

which said default may be satisfactorily cured. During any such thirty (30)-day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of the City implementing said Government Code Section. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

Following consideration of the evidence presented in said review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normal scheduled periodic review, said party may give written notice of termination of this Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the City may terminate or modify this Agreement.

4.B. No Building Permit if Default. No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns or controls any property subject to this agreement, and if such applicant or any entity or person controlling

such applicant is in default of the terms and conditions of this Agreement. Landowner shall cause to be placed in covenants, conditions and restrictions applicable to the Property, or in any ground lease or conveyance thereof, express provision for the property owner, lessee or City acting separately or jointly to enforce the provisions of this Agreement and to recover attorney's fees and costs for such enforcement.

4.C. Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement and with any obligations of Landowner as set forth in the Mitigation monitoring section of Section 8.5 of the Plan. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Nothing in this Section 4.C with respect to the concurrent review of compliance under this Agreement and of performance with respect to Section 8.5 of the Plan shall be deemed to create a duty or responsibility of City or Landowner or define an event of default that but for such concurrent review would not have been so created or defined. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in amendment or termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review.

Upon not less than thirty (30) days written notice by the Planning Director of City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement and with the mitigation monitoring requirements enumerated in Section 8.5 of the Plan. The costs incurred by City for the annual review conducted by City pursuant to this Section 4.C shall be borne by Landowner.

In the same manner prescribed in Section 1.D, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and mitigation monitoring, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission.

If City takes no action within thirty (30) days following the hearing required under Section 30.11 of Ordinance 802, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

4.D. Default by City. In the event City does not accept, review, approve or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, City agrees that Landowner shall not be obligated to proceed with or complete the improvements required under this Agreement, or any phase thereof, nor shall resulting delays in Landowner performance constitute grounds of termination or cancellation of this Agreement.

4.E. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

4.F. Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

4.G. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

SECTION 5. HOLD HARMLESS AGREEMENT.

Landowner hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from developer's or developer's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Landowner or any of Landowner's contractors or subcontractors, unless such damage or claim arises from the sole negligence or willful misconduct of City. Landowner agrees to and shall defend and indemnify City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement (exclusive of any such actions brought by Landowner, its heirs and assigns).

SECTION 6. PROJECT AS A PRIVATE UNDERTAKING.

It is specifically understood and agreed by and between the parties hereto that the subject project is a private development. No partnership, joint venture or other association of any kind is formed by this Agreement.

SECTION 7. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action.

SECTION 8. GENERAL.

8.A. Enforceability. The City agrees that unless this Agreement is amended or cancelled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City which changes, alters or amends the rules, regulations and policies applicable to the development of said property at the time of approval of this Agreement, as provided by Government Code Section 65866.

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

8.C. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.D. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

SECTION 9. CONSTRUCTION.

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

SECTION 10. NOTICES.

All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to the City shall be addressed as follows:

Planning Director
City of Roseville
316 Vernon Street
Roseville, CA 95678

Notice required to be given to the Landowner shall be addressed as follows:

Roseville 150 Center
c/o River West Developments
7700 College Town Drive, Suite 201
Sacramento, CA 95826

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

SECTION 11. FORM OF AGREEMENT; EXHIBITS.

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of 56 pages and twelve exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

- Exhibit A -- Property Description:
 - A-1 Legal Description of the Roseville 150 Property
 - A-2 Diagram of the Roseville 150 Property
- Exhibit B -- Schematic Development Plan
- Exhibit C -- Table of Land Uses

- Exhibit D -- [Exhibit Reserved]
- Exhibit E -- [Exhibit Reserved]
- Exhibit F -- Scenic Corridors
- Exhibit G -- CFD Circulation Improvements
 - G-1 Conceptual Alignment of Street E
- Exhibit H -- CFD Water Line Improvements
- Exhibit I -- CFD Sewer Line Improvements
- Exhibit J -- CFD Electric Transmission Line Improvements
- Exhibit K -- Northeast Roseville Specific Plan Schematic Development Plan
- Exhibit L -- Northwest Roseville Specific Plan Schematic Development Plan

Approved this 5th day of September, 1990, by the City Council of the City of Roseville.

CITY OF ROSEVILLE
a municipal corporation

By: Allen Johnson
Allen E. Johnson
City Manager

APPROVED AS TO FORM

Michael F. Dean
Michael F. Dean,
City Attorney

ATTEST:

Helen M. Florance
Helen M. Florance,
City Clerk

ROSEVILLE 150 CENTER,
a joint venture

By: **ROSEVILLE CREEKSIDE 147, a**
joint venture,
One of the Venturers

By: **ROSEVILLE/ANTELOPE CREEK**
INVESTORS, a California
limited partnership

By: **AKT DEVELOPMENT**
CORPORATION, a California
corporation

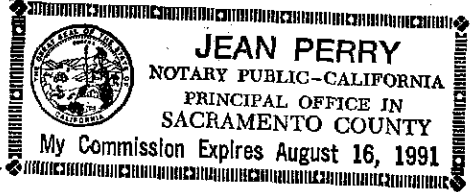
By: Ron Bertolina
Its: President

By: **SACRAMENTO SAVINGS**
ASSOCIATION, a California
corporation

By: James Collins
Its: Exec. V.P.

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On June 8, 1990 before me, the undersigned, a Notary Public in and for said County and State, personally appeared James R. Fallis known to me to be the Exec. Vice President of Sacramento Savings & Loan the Corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors; said corporation being known to me to be a joint venturer of Roseville 150 Center & Roseville Greekside 147 a Joint Venture, the joint venture that executed the within instrument, and acknowledged to me that such corporation executed the same individually and as such joint venturer and that such joint venture executed the same.



Jean Perry

State of CALIFORNIA }
County of PLACER } SS.

On this the 9th day of October, 1990, before me,

Helen Florance
the undersigned Notary Public, personally appeared

ALLEN JOHNSON

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



WITNESS my hand and official seal.

Helen Florance
Notary's Signature

State of California)
) ss.
County of El Dorado)

On this 12th day of June, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Thuleen, known to me to be the General Partner of ROEBBELEN LAND COMPANY, a California limited partnership, the partnership that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said partnership, said partnership being known to me to be the managing general partner of I-65 ASSOCIATES, a California general partnership, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same as such partner on behalf of such partnership.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the County of El Dorado, on the date set forth above in this certificate.



Michelle Bruetsch
Notary Public Michelle Bruetsch
Residing at El Dorado Hills, CA
My commission expires 4/15/92

67501

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EXHIBIT A-1

LEGAL DESCRIPTION OF THE ROSEVILLE 150 PROPERTY

The land referred to in this Report is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

PARCEL ONE:

That portion of the Northwest 1/4 of Section 25, Township 11 North, Range 6 East, M.D.M., described as follows:

BEGINNING at the Southwest corner of the Northwest 1/4; thence from said point of beginning along the South line of said Northwest 1/4 North 89° 25' 12" East 1774.79 feet; thence leaving said South line from a tangent that bears North 64° 52' 33" West along a curve to the right with a radius of 5000.00 feet through an angle of 06° 28' 32", an arc distance of 565.10 feet; thence North 58° 24' 01" West 548.25 feet; thence along a tangent curve to the left with a radius of 460.00 feet through an angle of 41° 51' 55" an arc distance of 336.12 feet; thence South 79° 44' 04" West 372.33 feet, thence South 08° 35' 08" West 156.47 feet; thence South 89° 43' 23" West 100.00 feet to a point in the west line of said Northwest 1/4; thence along said West line South 00° 16' 37" East 412.83 feet to the point of beginning.

EXCEPTING THEREFROM that portion described in Deed to City of Roseville recorded February 9, 1989 in Bok 3568 of Official Records at Page 677 as follows:

That portion of Section 25, T.11N., R.6E., M.D.M., described as follows:

BEGINNING at a point in the West line of said Section 25 distant South 00° 16' 37" East 2328.66 feet from the Northwest corner of said Section 25; thence from said point of beginning along said West line South 00° 16' 37" East 266.07 feet; thence leaving said West line North 89° 43' 23" East 108.00 feet; thence North 05° 49' 13" East 357.77 feet; thence North 84° 14' 10" East 438.07 feet; thence along a tangent curve to the right with a radius of 700.00 feet, through an angle of 37° 21' 49", an arc distance of 456.48 feet to a point in the Northerly line of that tract of land described in Director's Deed recorded June 23, 1987 in Book 3213, page 48, Official Records of Placer County; thence along said Northerly line (being the Southerly line of State Highway 65) North 58° 24' 01" West 241.59 feet; thence along a tangent curve to the left with a radius of 460.00 feet, through an angle of 41° 51' 55", an arc distance of 336.12 feet; thence South 79° 44' 04" West 372.33 feet, thence South 08° 35' 08" West 156.47 feet; thence South 89° 43' 23" West 100.00 feet to the point of beginning.

Continued:

DESCRIPTION CONTINUED:

PARCEL TWO:

All that portion of the Southwest quarter and the Southeast quarter of Section 25, Township 11 North, Range 6 East, M.D.M., lying Northwesterly and Westerly of the following described line:

COMMENCING at the Southwest corner of said Section 25; thence North 89° 33' 10" East along the South line of said Section 25 a distance of 2166.01 feet to the Southwest corner of that certain parcel of land described in Partial Reconveyance to Sam Pally, et ux, recorded in Volume 589 of Official Records at Page 626, records of Placer County, said Southwest corner being also the True Point of Beginning of the herein described line; thence leaving said South line of Section 25, Northerly along the Westerly line of said parcel of land described in Volume 859 of Official Records at page 626, records of Placer County, the following twelve (12) courses:

- (1) North 0° 26' 50" West 235.00 feet; thence
- (2) North 31° 11' 50" West 550.00 feet; thence
- (3) North 15° 18' 10" East 455.00 feet; thence
- (4) South 49° 31' East 36.64 feet to a 300.00 foot radius tangent curve to the left; thence
- (5) Along the arc of said 300.00 foot radius curve, subtended by a chord that bears South 78° 05' 11" East 286.94 feet; thence
- (6) tangent to said 300.00 foot radius curve, North 73° 20' 38" East 304.42 feet; thence
- (7) North 16° 39' 22" West 130.00 feet; thence
- (8) North 73° 20' 38" East 100.00 feet; thence
- (9) North 16° 39' 22" West 230.00 feet; thence
- (10) North 25° 30' 38" East 240.00 feet; thence
- (11) South 80° 50' 22" East 70.00 feet; thence
- (12) North 34° 29' East 114.00 feet; thence to an angle point in the Southerly line of that certain Partial Reconveyance to Sam Pally, et ux, recorded in Volume 1049 of Official Records at Page 256, records of Placer County; thence Westerly and Northerly along said Southerly line the following fifteen

(15) courses:

- (1) North 55° 54' 14" West 265.00 feet; thence
- (2) North 34° 05' 46" East 26.00 feet; thence
- (3) North 39° 33' 20" East 215.71 feet; thence
- (4) North 35° 08' 40" West 152.87 feet; thence
- (5) North 05° 00' 00" West 80.30 feet; thence
- (6) North 29° 44' 40" East 80.62 feet; thence
- (7) North 69° 26' 40" East 128.16 feet; thence
- (8) North 81° 52' 10" East 70.71 feet; thence
- (9) South 46° 20' 00" East 152.07 feet; thence
- (10) North 30° 57' 50" East 151.60 feet; thence
- (11) North 87° 05' 00" East 157.20 feet; thence
- (12) South 55° 54' 14" East 177.81 feet; thence
- (13) North 34° 05' 46" East 41.05 feet; thence

Continued:

DESCRIPTION CONTINUED:

- (14) Northeasterly along the arc of a tangent curve concave to the Northwest having a radius of 970.00 feet, subtended by a chord that bears North 30° 05' 46" East 135.33 feet; thence
(15) North 26° 05' 46" East 95.89 feet to a point in the North line of the Southeast quarter of said Section 25 and the end of the herein described line.

EXCEPTING THEREFROM that portion described as follows:

A portion of that tract of land in the South half of Section 25, Township 11 North, Range 6 East, M.D.B.&M. described as PARCEL ONE of Deed recorded December 7, 1976 in Book 1787, page 624, Official Records of Placer County.

Said portion is that part thereof described as follows:

BEGINNING at a point in the North line of the Southwest 1/4 of said Section 25, distant South 89° 25' 12" West 7.04 feet from the Northeast corner thereof; thence from said point of beginning along said North line South 89° 25' 12" West 836.57 feet; thence from a tangent that bears South 64° 52' 33" East along a curve to the left with a radius of 5000.00 feet, through an angle of 02° 47' 46", an arc distance of 244.01 feet; thence South 74° 03' 04" East 711.65 feet to a point in the course described as "North 05° 00' 00" West 80.30 feet" in said PARCEL ONE; thence along said course and the line described in said PARCEL ONE North 05° 00' 54" West 14.92 feet; thence North 29° 43' 46" East 80.62 feet; thence North 69° 25' 46" East 128.16 feet; thence North 81° 51' 16" East 70.71 feet; thence South 46° 20' 54" East 152.07 feet; thence North 30° 56' 56" East 150.56 feet; thence leaving said line from a tangent that bears North 74° 08' 59" West along a curve to the left with a radius of 2864.00 feet, through an angle of 00° 01' 26", an arc distance of 74° 10' 26" West 505.21 feet to the point of beginning. (Parcel 028258-1 for freeway purposes)

Basis of bearings is the California State Coordinate System, Zone 2, distances are ground distances. Multiply by 0.99992 to obtain grid distances.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances inert gases, minerals, and metals, lying below a depth of 500 feet from the surface of said land and real property, whether now known to exist or hereafter discovered, including but not limited to the rights to explore for, develop, and remove such oil, gas and other hydrocarbon substances, inert gases, minerals, and metals without, however, any right to use the surface of such land and real property or any other portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as reserved by Roseville Creekside 147, a Joint Venture composed of Sacramento Savings and Loan Association, a California corporation and Roseville/Antelope Creek Investors, a California limited partnership in that certain deed to I-65 Associates, a California general partnership recorded December 31, 1986 in Book 3103 of Official Records at Page 555.

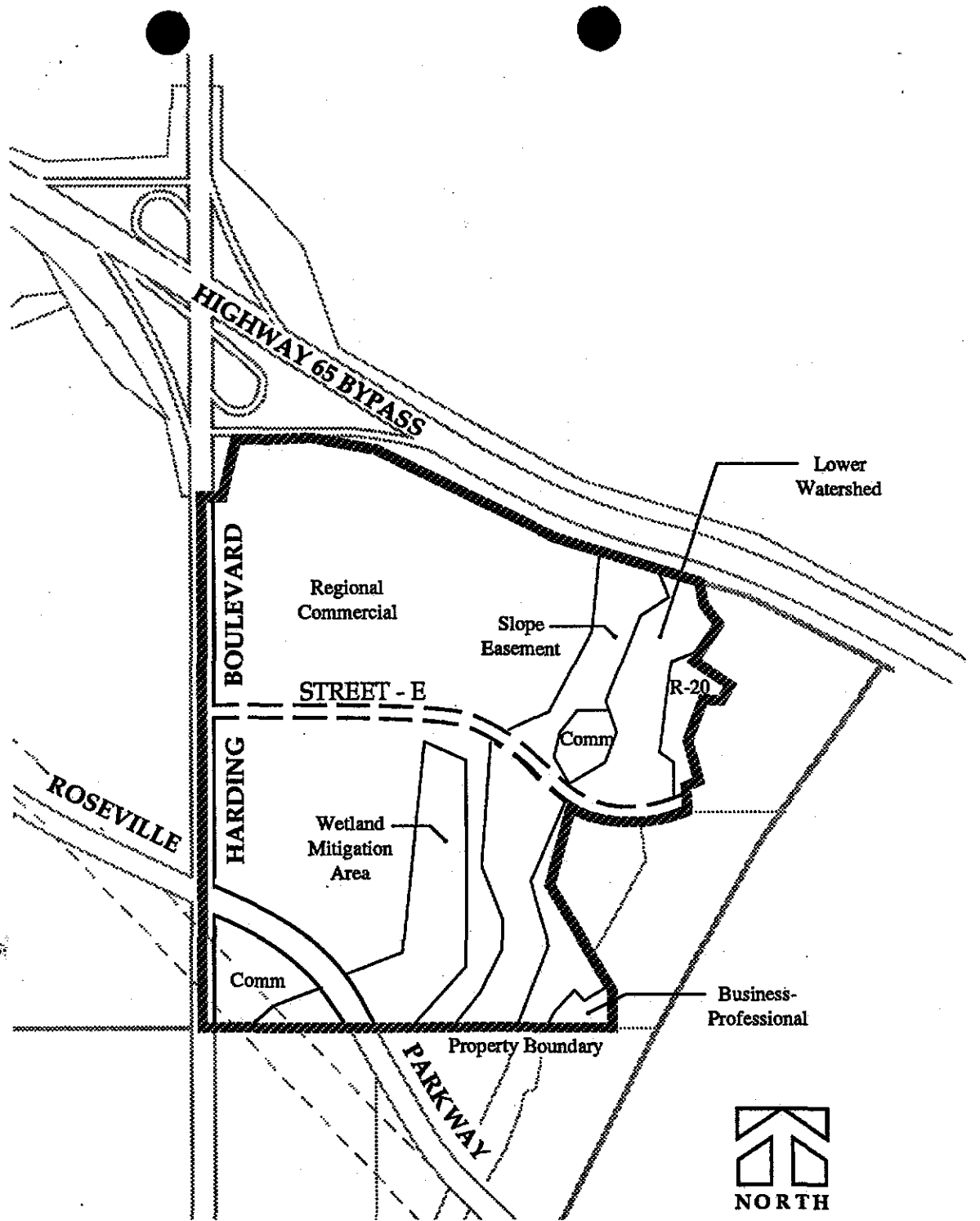


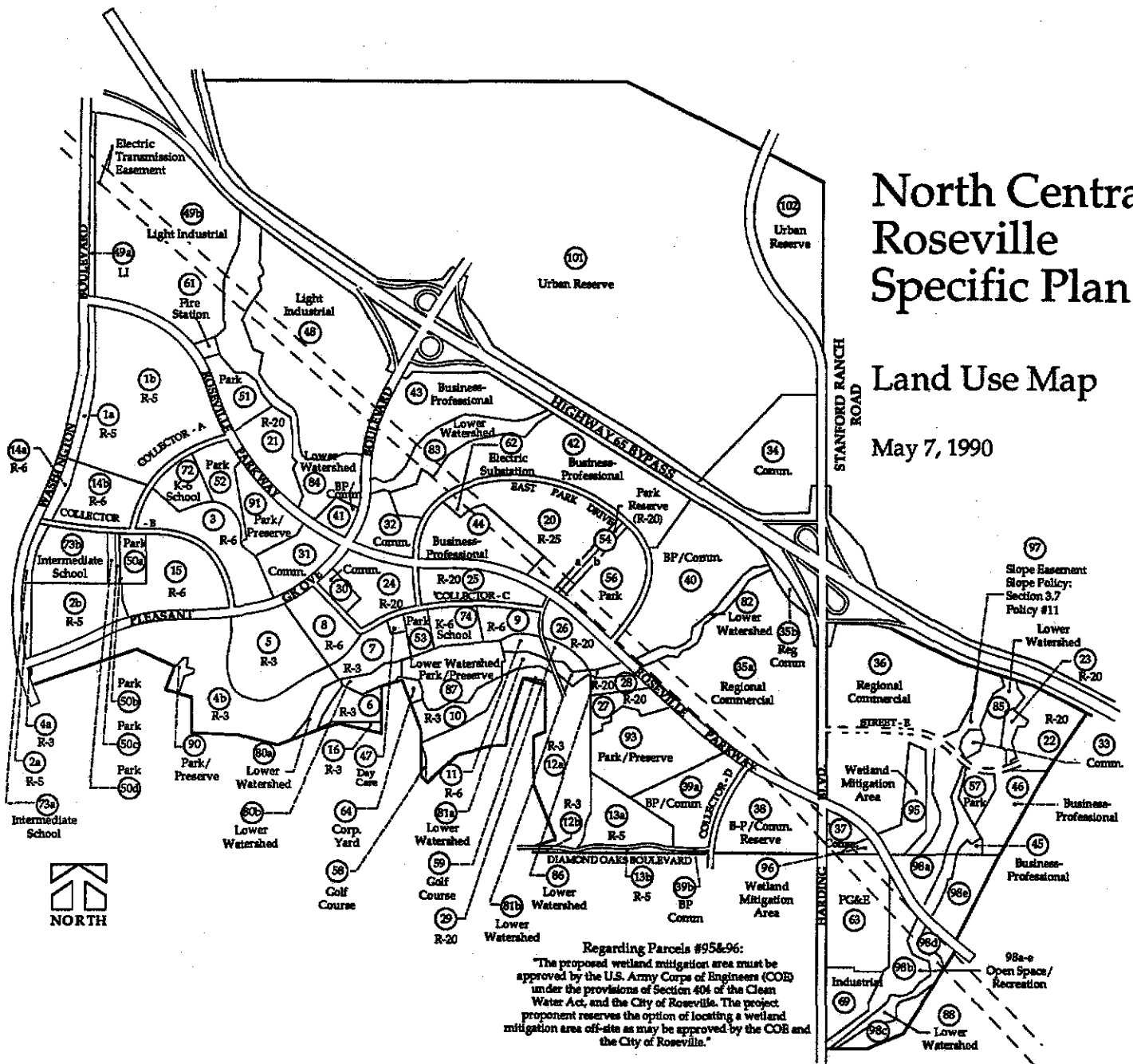
EXHIBIT A-2
Roseville 150 Property

001 0000 0000 1120
37301

North Central Roseville Specific Plan

Land Use Map

May 7, 1990



Regarding Parcels #95&96:
The proposed wetland mitigation area must be approved by the U.S. Army Corps of Engineers (COE) under the provisions of Section 404 of the Clean Water Act, and the City of Roseville. The project proponent reserves the option of locating a wetland mitigation area off-site as may be approved by the COE and the City of Roseville.

EXHIBIT C

TABLE OF LAND USES

Parcel	Land Use	Acres	DU
23	R-20	4.50	92
33	Commercial	2.60	
36	Regional Commercial	94.70	
37	Commercial	5.30	
45	Business Professional	1.10	
85	Lower Watershed	11.90	
95	Wetland Mitigation Area	11.30	
96	Wetland Mitigation Area	2.00	
97	Slope Easement	18.10	

c:\wp50\rvd\Exh.C

67301

EXHIBIT D

[Exhibit Reserved]

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EXHIBIT E

[Exhibit Reserved]

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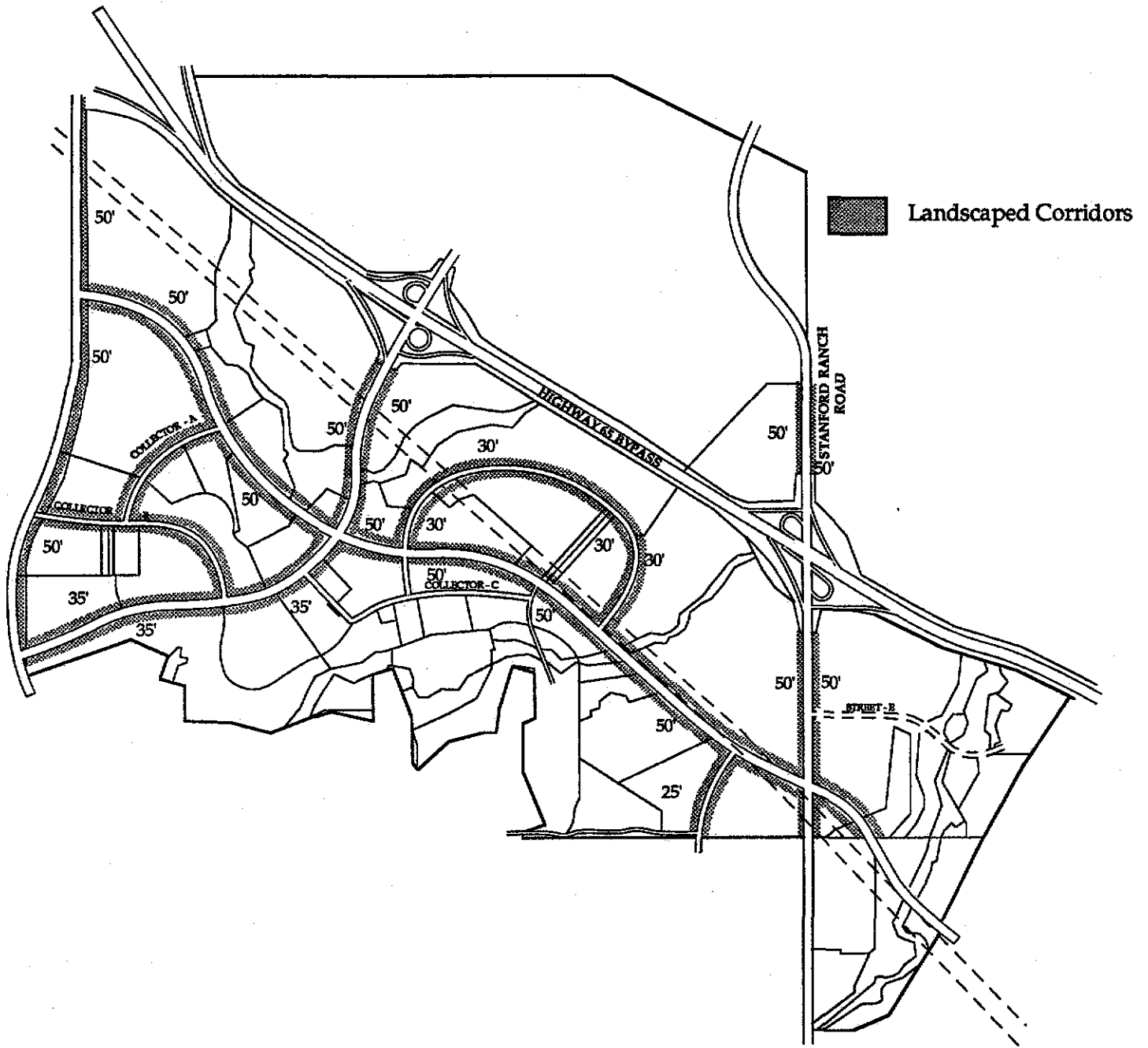


EXHIBIT F
Scenic Corridors

5/17/90

67301

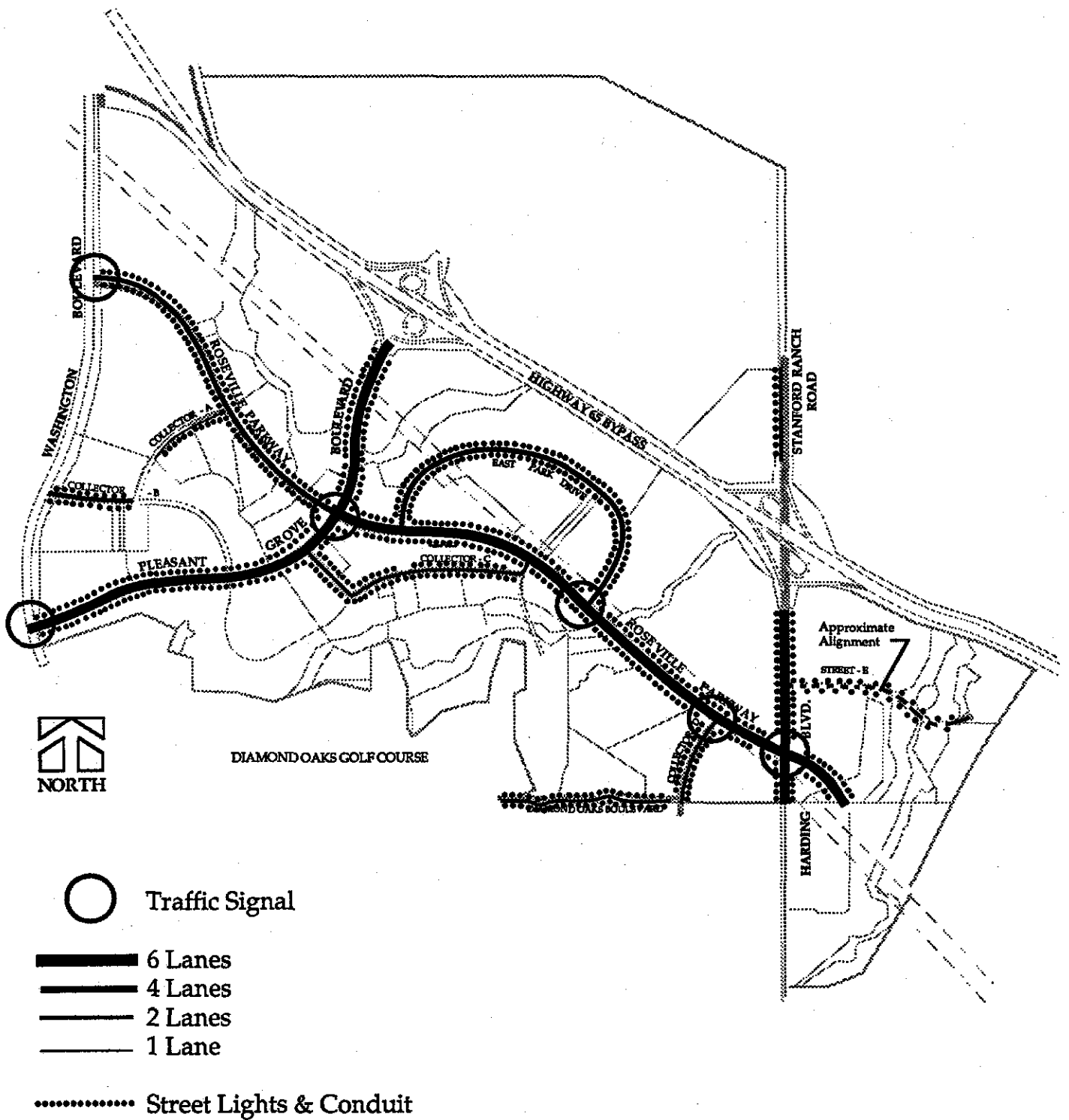
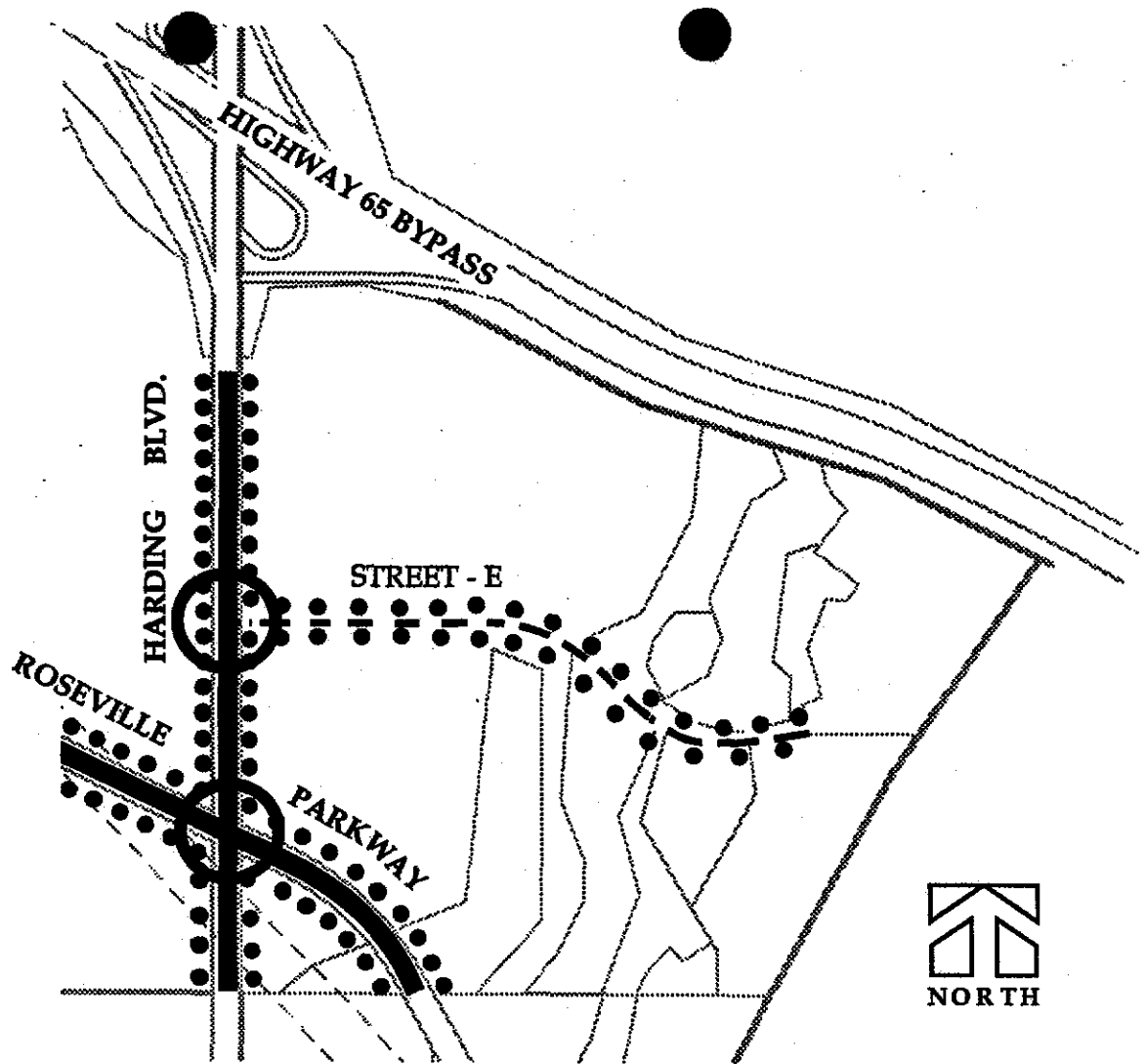


EXHIBIT G
CFD Circulation
Improvements

5/17/90

67301



Traffic Signal



6 Lanes



2 Lanes



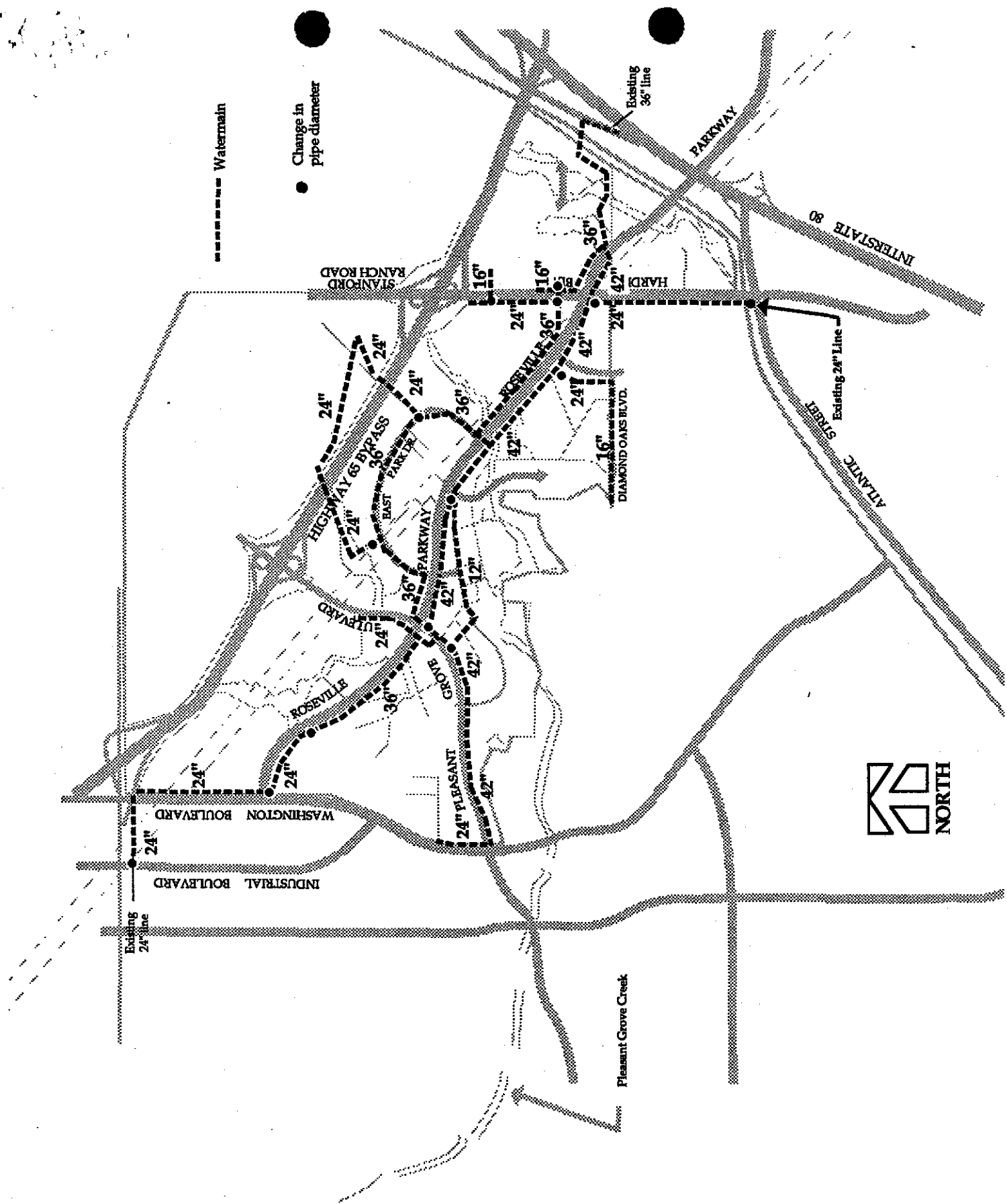
Street Lights & Conduit

NOTE: THE EXACT LOCATION OF STREET E SHALL BE DETERMINED IN ACCORDANCE WITH THIS DEVELOPMENT AGREEMENT AND THE AGREEMENT BETWEEN THE PROPERTY OWNERS.

EXHIBIT G-1 CFD Circulation Improvements (Street E)

2007 2008 2009 2010 2011

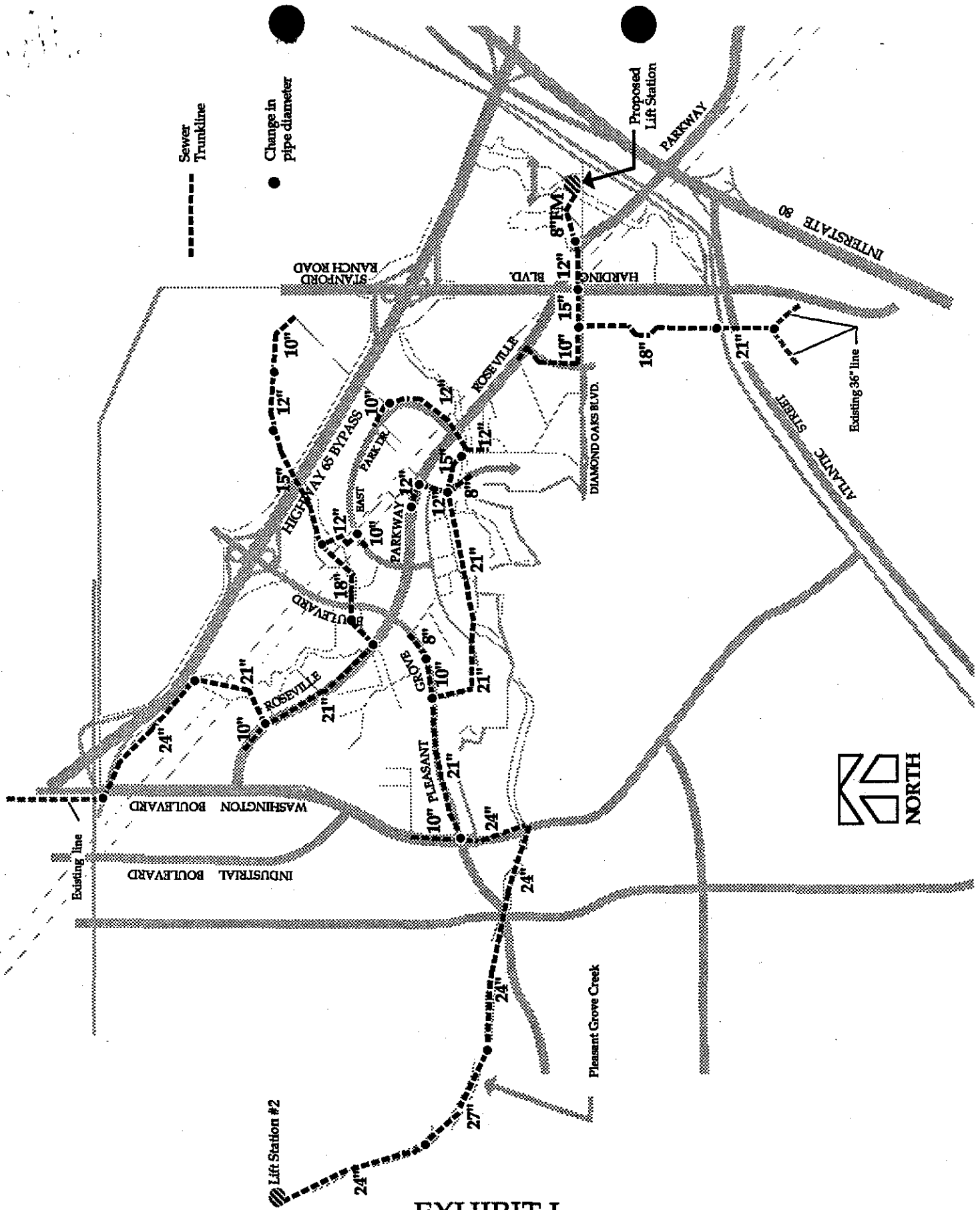
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**EXHIBIT H
CFD Water Line
Improvements**

5/17/90

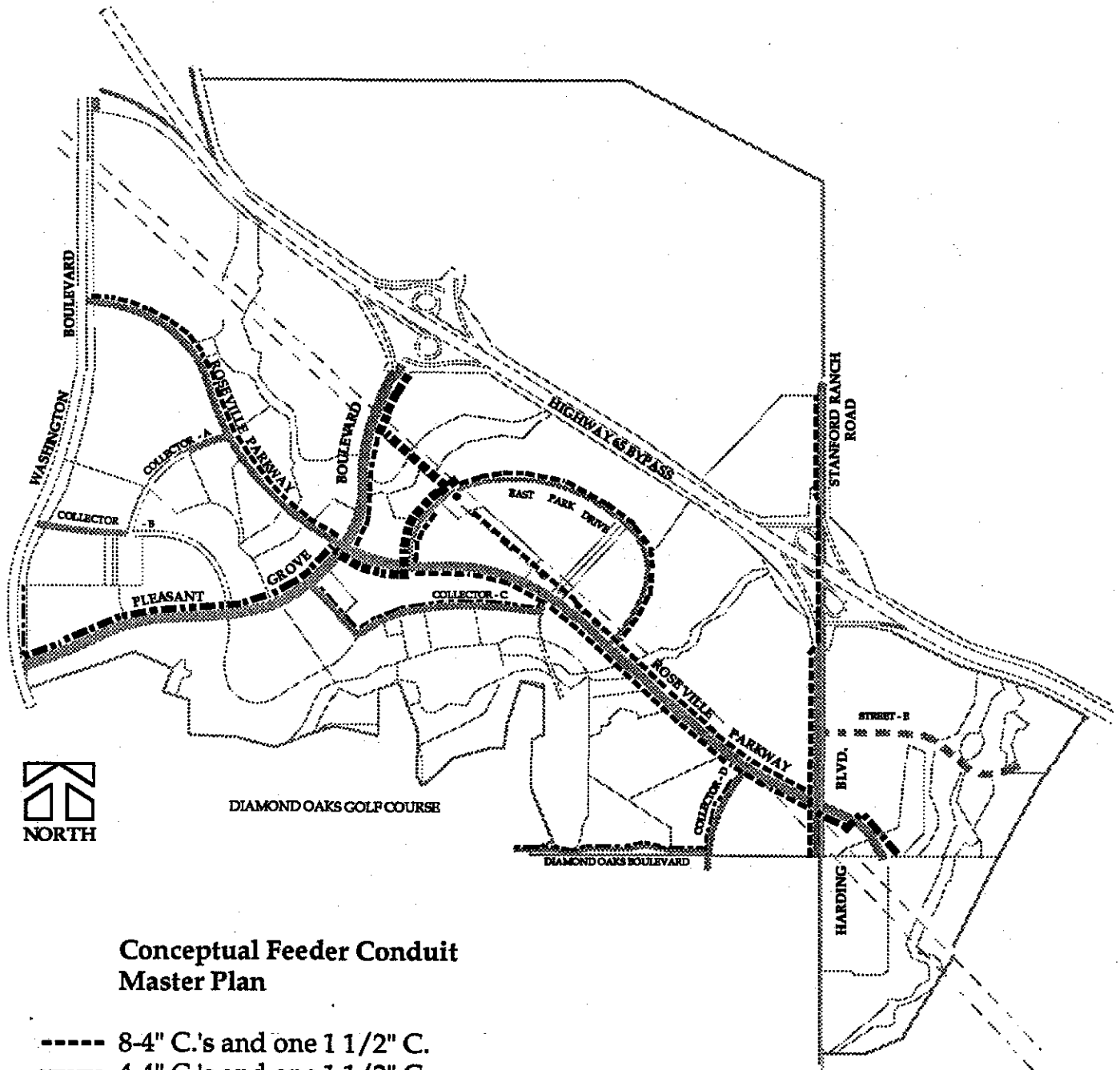
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**EXHIBIT I
CFD Sewer Line
Improvements**

DATE: 5/17/90

67301



DIAMOND OAKS GOLF COURSE

**Conceptual Feeder Conduit
Master Plan**

- 8-4" C.'s and one 1 1/2" C.
- 4-4" C.'s and one 1 1/2" C.
- 12-4" C.'s and one 1 1/2" C.
- 1-4" C.
- 16-4" C.'s and one 1 1/2" C.

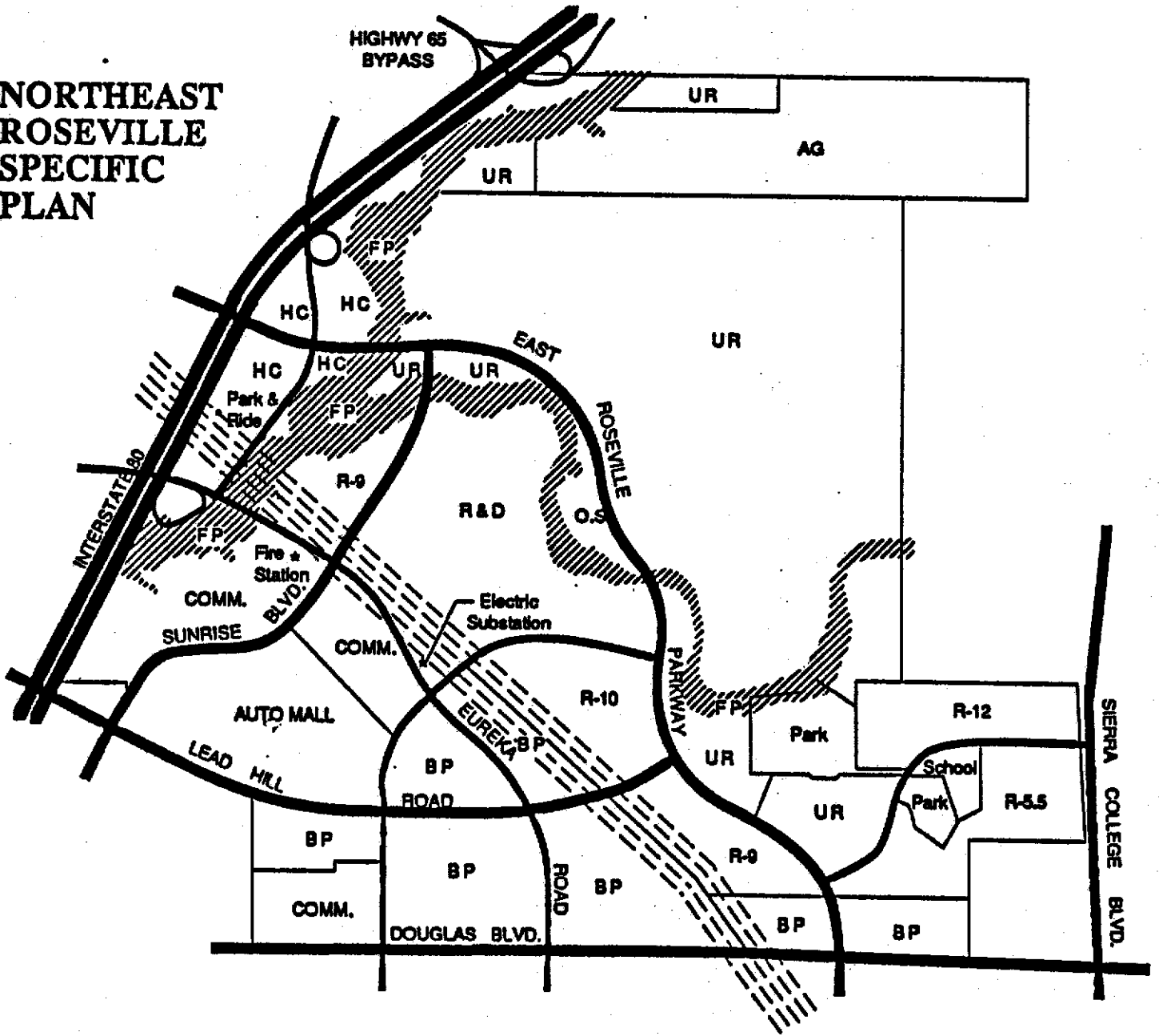
**EXHIBIT J
CFD Electrical
Distribution Line
Improvements**

0005 0000

5/17/90

67801

**NORTHEAST
ROSEVILLE
SPECIFIC
PLAN**



**EXHIBIT K
Northeast Roseville
Specific Plan**

07301

NORTHWEST ROSEVILLE SPECIFIC PLAN

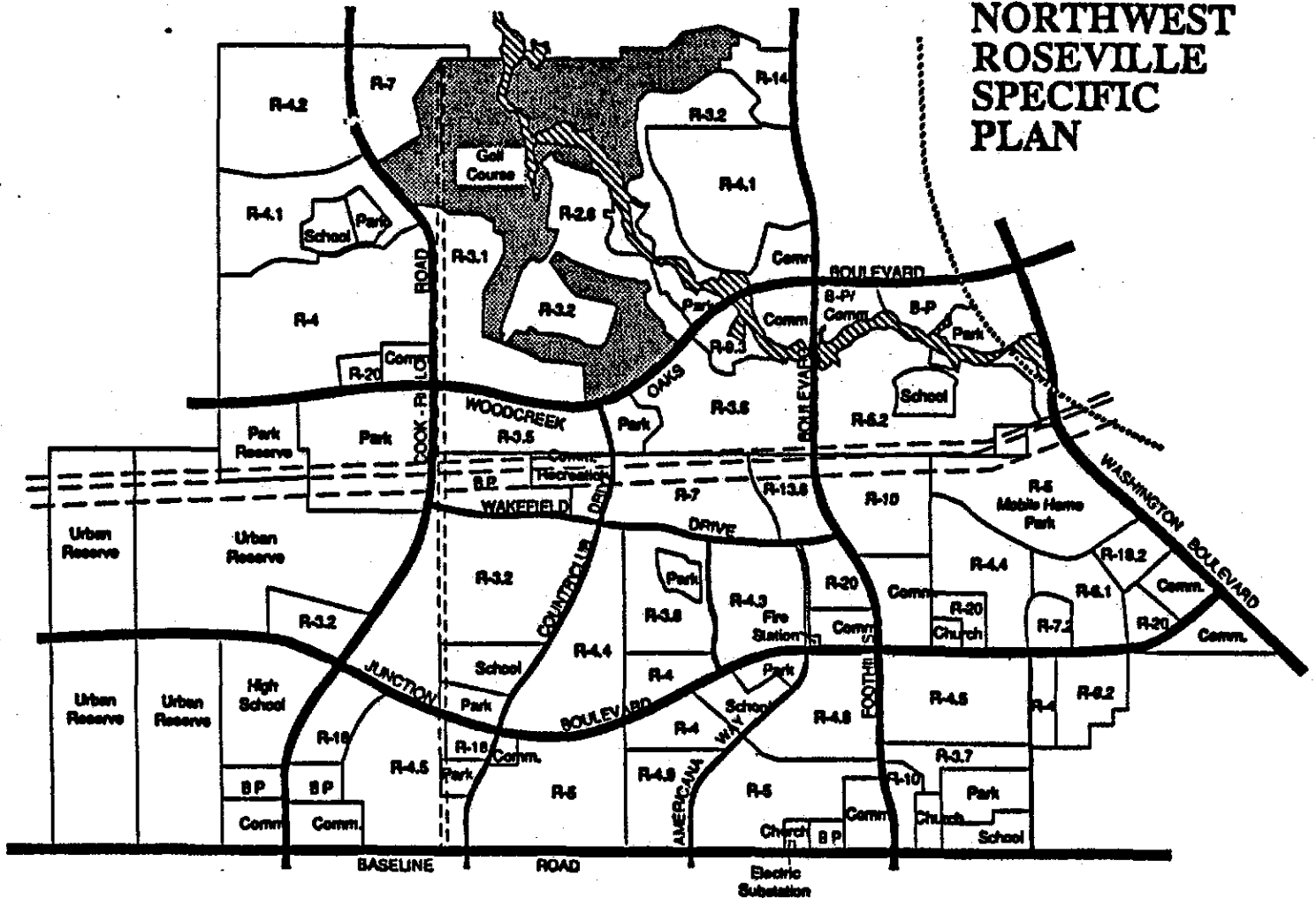


EXHIBIT L
Northwest Roseville
Specific Plan

CONSENT

We, the undersigned, have reviewed the above Development Agreement By and Between the City of Roseville and Roseville 150 Center Relative to the North Central Roseville Specific Plan and hereby consent to its recordation against the subject property defined therein.

Donald L. Ansel
DONALD L. ANSEL

Barbara B. Ansel
BARBARA B. ANSEL

GENERAL ACKNOWLEDGMENT

NO. 201

State of CALIFORNIA
County of SACRAMENTO } SS.

On this the 12 day of JUNE 1990 before me,

TIM TRYLOVICH
the undersigned Notary Public, personally appeared

DONALD L. ANSEL



personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) IS subscribed to the within instrument, and acknowledged that HE executed it. WITNESS my hand and official seal.

Tim Trylovich
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

GENERAL ACKNOWLEDGMENT

State of California
County of Sacramento } SS.

On this the 13th day of June, 1990, before me,

Michelle Rust

the undersigned Notary Public, personally appeared

Barbara Ansel



personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that she executed it.

WITNESS my hand and official seal.

Michelle Rust
Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

67501 82

CONSENT

We, the undersigned, have reviewed the above Development Agreement By and Between the City of Roseville and Roseville 150 Center Relative to the North Central Roseville Specific Plan and hereby consent to its recordation against the subject property defined therein.

William Ostrow

WILLIAM OSTROW

Shola Ostrow

SHOLA OSTROW

ACKNOWLEDGEMENT

On this 20th day of June, 1990, before me, Barbara J. Gibson, the undersigned Notary Public, personally appeared William Ostrow and Shola Ostrow, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name are subscribed to the within Consent, and acknowledged that they executed it.

WITNESS my hand and official seal



Barbara J. Gibson

ORDINANCE NO. 2334

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A DEVELOPMENT AGREEMENT WITH ROSEVILLE 150
CENTER FOR PROPERTY LOCATED WITHIN THE NORTH CENTRAL
ROSEVILLE SPECIFIC PLAN AREA AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Article 30 of Ordinance No. 802, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement for property owned by Roseville 150 Center located within the North Central Roseville Specific Plan Area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for a portion of property known as the North Central Roseville Specific Plan Area, and makes the following findings:

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

SECTION 3. The Development Agreement by and between Roseville 150 Center and the City of Roseville, relating to the North Central Roseville Specific Plan Area, is hereby approved and the City

Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Development Agreement within 10 days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of 30 days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 14 days after its adoption cause this ordinance to be posted in full in at least three public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

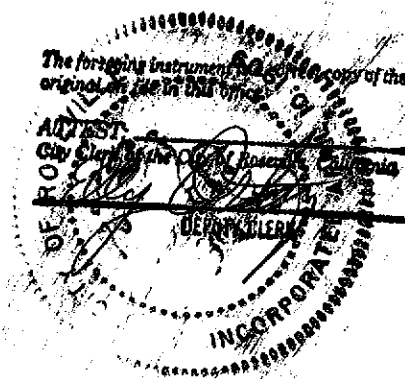
PASSED AND ADOPTED by the Council of the City of Roseville this 5th day of September, 1990, by the following vote on roll call:

AYES COUNCILMEMBERS: Bill Santucci, Harry Crabb, Jr., John Byouk
Mel Hamel, Pauline Rocucci
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: None

Pauline Rocucci
MAYOR

ATTEST:

Helen Florence
CITY CLERK



67301