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DEVELOPMENT AGREEMENT
 BY AND BETWEEN THE CITY OF ROSEVILLE
 AND WESTPARK S.V. 400, LLC
 RELATIVE TO THE
 SIERRA VISTA SPECIFIC PLAN

June 20, 2012

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE
AND WESTPARK S.V. 400, LLC RELATIVE TO THE
SIERRA VISTA SPECIFIC PLAN**

This Development Agreement (the "Agreement") is entered into this 20th day of June, 2012, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and WESTPARK S.V. 400, LLC, a California limited liability company ("Westpark" or "Landowner"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of the State of California.

RECITALS

A. 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 (the "Development Agreement Statute"), 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.

B. Property. The subject of this Agreement is the development of those certain parcels of land (the "Project"), consisting of approximately 397.4± acres as described in Exhibit "A" and shown on Exhibit "B" (hereinafter the "Property"), attached hereto, which constitutes a portion of the larger area comprising 2,064.1± acres commonly referred to the Sierra Vista Specific Plan area ("Specific Plan", "SVSP" or "Plan Area"), which Plan Area is also commonly referred to as the annexation area ("Annexation Area") that includes 40.1± acres designated as Urban Reserve. The Plan Area and Annexation Area are shown in Exhibit "C" attached hereto. The properties of all property owners in the Plan Area as of the date of this Agreement set forth above are shown in Exhibit "D" attached hereto. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

C. Hearings. On May 10, 2012, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

D. Specific Plan Environmental Impact Report; Project Environmental Document. On May 5, 2010, the City Council, in Resolution No. 10-160, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse #2008032115) for

the Specific Plan, which EIR analyzed buildout of the Project at a program level. After the City conducted an Initial Study, the City Council, in Resolution No. 12-215, adopted June 6, 2012, concluded that a mitigated negative declaration (the "MND") was the appropriate environmental document for the Project. Mitigation measures were suggested in the EIR and MND and are incorporated in the Specific Plan and the Project. With such mitigation measures, environmental impacts from the Project will be no greater than identified in the EIR and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

E. Entitlements. Following consideration and conclusion that the aforementioned EIR and MND are together deemed the appropriate environmental document for the Project, and adoption of CEQA related findings, the City Council on June 6, 2012, adopted a Statement of Overriding Considerations with respect to and approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

- 1) The EIR and MND, as deemed the appropriate environmental document by Resolution No. 12-215 and the Mitigation Monitoring and Reporting Program ("MMRP"), adopted therewith;
- 2) The Roseville General Plan, as amended by Resolution No. 12-216 ;
- 3) The Sierra Vista Specific Plan Amendment, as adopted on June 6, 2012, by Resolution No. 12-217 ;
- 4) The Re-zoning of the Property pursuant to Ordinance No. 5080 dated June 20, 2012; and
- 5) This Development Agreement, as adopted by Ordinance No. 5079, dated June 20, 2012 (the "Adopting Ordinance").

The approvals described in paragraphs 1 through 5, inclusive, are referred to herein collectively as the "Entitlements." No other action or approval by City shall be deemed an "Entitlement," provided, however, that subsequent actions or approvals by City for development of the Property, including, but not limited to, large lot and small lot tentative subdivision maps, major project permits, conditional use permits and design review permits (the "Subsequent Entitlements"), shall be deemed included as part of the Entitlements upon City action or approval thereof. The inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the City's discretion to impose time limits within which such Subsequent Entitlements must be implemented.

F. General and Specific Plans. Development of the Property in accordance with the Entitlements will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan and the Sierra Vista Specific Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, or by state or federal law, the applicable law shall be as set forth in the Entitlements as of the date hereof.

G. Substantial Costs to Landowner. Landowner has incurred and will incur substantial costs in order to comply with conditions of approval of the Entitlements and to assure development of the Property in accordance with the Entitlements and the terms of this Agreement.

H. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder.

I. 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 City from the development of the Property, and City agrees to provide such public facilities and services, according to the terms of this Agreement, to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. Landowner will provide as a part of such development a diverse mix of housing meeting a wide range of housing needs for the City, public facilities such as open space, recreational amenities, commercial centers, professional offices, and other services and amenities that are of benefit to the entire City. 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 and that, but for City's covenant to provide the facilities and services necessary for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop 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 as such development occurs.

J. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article V, Chapter 19.84 of Ordinance No. 3014 of the Roseville Municipal Code.

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

1.2 Binding Covenants. Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.3.1 below, 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 and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to Westpark S.V. 400, LLC, and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner.

1.3 Term.

1.3.1 Commencement Expiration. The term of this Agreement shall commence upon the effective date (the "Effective Date") of the ordinance approving this Agreement (the "Adopting Ordinance") and shall extend for a period of thirty (30) years after the Effective Date, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. The Agreement shall be recorded against the Property within ten (10) days after City enters into the Agreement, as required by California Government Code Section 65868.5. Following expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. As set forth in the Recitals above, the City's agreement to approve development of the Property (including the zoning of the Property and the annexation of the Property to the City) is being made in consideration of Landowner's covenants under this Agreement. In the event of any such termination prior to recordation of this Agreement, Landowner acknowledges that the Entitlements shall no longer be vested by this Agreement and that the City shall not be required to approve any development of the Property, unless and until an effective development agreement is entered into with the City for the Property.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that; (i) all

improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Public Services CFD required by Section 3.19 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this Section 1.3.2 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

1.3.3 Termination Upon Landowner Request. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Specific Plan for residential or non-residential use (other than parcels designated for public use), when recording a final residential lot subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multi-family or non-residential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within the Public Services CFD required by Section 3.19, or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) with respect to residential parcels, an affordable purchase or rental housing agreement, if required for such parcel pursuant to Section 2.6.1.1, has been recorded on the parcel. City shall cause any written notice of termination approved pursuant to this subsection to be recorded with the County Recorder against the applicable parcel at Landowner's expense. Termination of this Agreement for any such residential or non-residential parcel as provided for in this Section 1.3.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

1.3.4 Tolling During Legal Challenge. In the event that this Agreement or any of the Entitlements are subjected to legal challenge by a third party, and Landowner is unable or elects not to proceed with the Project due to such litigation, the term of and timing for obligations imposed pursuant to this Agreement shall be automatically tolled during such litigation.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of City and Landowner (and/or any successor owner of any portion of the physical area to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects less than the entirety of the Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the

City, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective or to be subject to this Agreement.

For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the term of this Agreement, (ii) permitted uses of the Project, (iii) density or intensity of use, except as allowed pursuant to Section 2.3 of this Agreement, (iv) provisions for the reservation or dedication of land, (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, or (vi) monetary contributions by Landowner, and may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

1.5 Recordation Upon Amendment or Termination. Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Section 1.3.2 above, the City shall cause any amendment hereto and any other termination hereof to be recorded, at Landowner's expense, with the County Recorder within ten (10) days after City executes such amendment or termination. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. 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 the Entitlements.

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of the Entitlements, including, but not limited to, allocation of residential units to residentially designated parcels in the Specific Plan, minimum lot sizes, street locations and configurations in any approved tentative subdivision maps, and allocation of building square footage to commercially designated parcels in the Specific Plan. City acknowledges that the Entitlements include the following Specific Plan land use designations and approximate acreages, net of road right of way ("Net Acre") for Low Density Residential and Medium Density Residential land uses (gross acres for all

other land uses), for the Property as shown in the Specific Plan Land Plan in Exhibit "E", attached hereto and summarized below:

Low Density Residential	705 units on 141.0 Net Acres;
Medium Density Residential	635 units on 79.4 Net Acres;
High Density Residential	689 units on 27.5 Gross Acres;
Community Commercial	36.5 Gross Acres;
Community Commercial/Commercial Mixed Use	6.2 Gross Acres;
Park	15.5 Gross Acres;
Open Space	36.6 Gross Acres;
Schools	10.0 Gross Acres;
Water Treatment/Well Site	0.3 Gross Acres;
Lift Station	0.8 Gross Acres;
Right of Way /Landscape Corridors	43.6 Gross Acres.

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses set forth in the Entitlements, and as more fully set forth in Section 2.4.1 below.

2.2.1 Property Specific Development Standards. At Landowner's option, either the Residential Single Family/Development Standards (RS/DS) attached hereto as Exhibit "E-1" or the RS/DS standards set forth in the Specific Plan shall apply to the Medium Density Residential designated parcels in the Property.

2.3 Density Transfer. The number of residential dwelling units planned for the different Parcels within the Project may be transferred to other Parcels within the Project, subject to compliance with the conditions for such transfer as set forth in the Specific Plan. All unused units must be transferred prior to approval by the City Council of the last small lot final map or design review permit for the last high-density residential parcel map for the Property. Any unused units not so approved for transfer shall revert to the City unit pool and Landowner shall have no subsequent claim to such units.

2.4 Rules, Regulations and Official Policies.

2.4.1 Inconsistency. Except as prohibited by Government Code Section 65869.5 or other applicable state or federal law, to the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the land use designations or permitted or conditionally permitted

uses on the Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation and dedication of land or other conditions of approval or terms under the Entitlements as defined herein and as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the land use designations or permitted or conditionally permitted uses on the Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation or dedication of land or other terms or conditions under the Entitlements or under any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable to the development of the Property, except as limited by Section 2.5.2 of this Agreement.

2.4.2 Obligation to Meet and Confer. If City attempts to apply to the Project future rules, ordinances, fees, regulations or policies which Landowner believes to conflict with the Entitlements, Landowner shall provide to City in writing a notice describing the legal and factual basis for Landowner's position. The parties shall meet and confer within thirty (30) days after the date of such written notice by Landowner to discuss the matter.

2.4.3 Application of Changes. Nothing in this section shall preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated or required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent delay 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 4.1 of this Agreement to comply therewith.

2.4.4 Authority of City. This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or 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 or delay development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the date that City executes this Agreement.

2.5 City Fees, Taxes and Assessments.

2.5.1 Processing Fees and Charges. Landowner shall pay those processing, inspection and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and

other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

2.5.2 Public Financing Limited to Specific Funding Mechanisms. This Agreement includes specific construction, funding and reimbursement obligations of Landowner and specific rights or obligations, as the case may be, to participate in a community facilities district(s) or a similar financing district to fund the acquisition and construction of specific facilities and the maintenance of certain improvements. Landowner's obligation with respect to the participation of the Property in any funding mechanisms to support the construction of any other public facilities and improvements or the provision of public services in relation to development of the Property shall be to pay City fees related to the construction and provision of such public facilities authorized by ordinance to be collected by City as of the date that City executes this Agreement as such fees may be adjusted from time to time in accordance with applicable law, or such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law; provided, however, except as otherwise specifically provided in this Agreement, Landowner's obligation to pay future City fees is limited to those fees adopted on a City-Wide basis or which apply uniformly to all properties within the City of Roseville which are zoned consistent with Landowner's zoning as set forth in the Entitlements, or which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances.

2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide 203 units affordable to very low, low and middle-income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low, 40% for low and 20% for middle income households. Any adjustment based on actual development shall be subject to the approval of the City Manager or his/her designee.

The term "very low income" means households earning 50% or less of median income, "low income" means households earning 50% to 80% of median income, and "middle income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5. For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable

purchase residential units. Unless a City subsidy is provided, as set forth in Section 2.6.2.3 below, or other restrictions are placed on the Parcel due to the type of financing secured by the ultimate developer of the Parcel, qualifying rents for affordable rental residential units shall be based on the upper limit of specified income levels. However, subject to the requirements of Section 2.6.2.3 below, based on the amount and types of subsidies necessary to develop affordable housing, the qualifying rents may be calculated based on a mid-range or the lower-end of the income ranges cited herein.

Locations of affordable housing sites, other than single-family affordable purchase residential units, are shown in the Specific Plan and Exhibit "F". Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

2.6.1 Affordable Purchase Residential Units. Landowner agrees that forty-one (41) units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows:

Parcel	Total Units in Parcel	Middle Income Purchase Units
WB-20	162	29
WB-21	65	12
TOTAL	227	41

Such units shall be distributed throughout each such Parcel.

2.6.1.1 Required Agreements. Prior to the approval of each final small lot residential subdivision map containing lots for affordable purchase units, the parties shall enter into City's then current form Affordable Housing Agreement (or other applicable City-approved form) for such residential purchase units affordable to middle-income households. Specific requirements of the agreement will be determined by the City Manager or his/her designee.

2.6.1.2 Content. The Affordable Housing Agreement shall, for each such residential lot subdivision, set forth, among other things, the distribution of the affordable housing units within the subdivision, and include specific requirements for marketing of affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and best efforts requirements.

2.6.1.3 No City Subsidies. Landowner agrees to provide all of the middle-income affordable purchase units without any subsidy from the City.

2.6.1.4 Transfer of Obligation. At the request of Landowner, the affordable purchase housing obligation (or any portion thereof), including any excess affordable purchase units committed to by Landowner above its allocated affordable

housing obligation hereunder, may be transferred, with the consent of the City Manager or his/her designee, to another parcel (the "Transferee Parcel") within the Specific Plan, subject to the approval of the owner(s) of both the transferring and receiving parcels. No such transfer shall require an amendment to this Agreement, but City and Landowner and the owner(s) of the receiving parcels shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected parcels, with reference to this Agreement.

2.6.1.5 In Lieu Fee - Affordable Housing. In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, Landowner shall be eligible to pay such in lieu fee rather than construct affordable housing units on the Property.

2.6.1.6 Community Facilities Districts. The City Manager or his/her designee shall maintain a list of middle-income affordable units that are conveyed pursuant to an Affordable Housing Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the Property, set the applicable special tax for the middle-income affordable purchase units within each such Parcel at a level described in the rate and method for said Community Facilities District.

2.6.2 Multi Family Affordable Rental Units.

2.6.2.1 Affordable Obligation. Landowner agrees that one hundred and sixty-two (162) affordable rental units will be reserved within the Property, including eighty-one (81) units for rental to very low income households and eighty-one (81) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
WB-33	162	162	81	81
Total	162	162	81	81

2.6.2.2 Transfer/Satisfaction of Obligation. At the request of Landowner, the affordable rental housing obligation (or any portion thereof), including any excess affordable rental units committed to by Landowner above its allocated affordable rental housing obligation hereunder, may be transferred, with the consent of the City Manager or his/her designee, from one Parcel to another parcel within the Specific Plan, subject to the approval of the owner(s) of both the transferring and receiving parcels. No such transfer shall require an amendment to this Agreement, but City and Landowner and the owner(s) of the receiving parcels shall execute an

instrument memorializing such transfer of obligation that shall be recorded against the affected parcels, with reference to this Agreement.

2.6.2.3 Compensation by City. City shall compensate Landowner or its successors for one-half (1/2) of the net present value (discounted at the City's then current investment rate) of the loss of rental revenue that would be expected to accrue over the period that such units are reserved. To compensate Landowner for providing rental housing affordable to low income households and very low income households, such compensation (hereafter "subsidy" or "subsidies") shall be issued through a combination of cash investment, density bonus, fee deferrals or financing, federal, and state, local programs or any other form agreeable to the Landowner and City. Within (60) days after Landowner or a successor applies for design review permit, City shall specify the range of incomes to be served at time of occupancy and identify or provide funding for subsidies. If City cannot provide the necessary funding, City may identify within said sixty (60) day period a source of funding for subsidies for the affordable units applicable to such parcel. Landowner shall join City in an application prepared 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 the subject Parcel. If subsidies are not identified by the City within said sixty (60) day period, or if identified, if such subsidies are not made available within nine (9) months following application for the design review permit, then the requirement to provide the very low and/or 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 within the foregoing time periods.

If and to the extent subsidies are made available in a timely basis, then prior to issuance of a building permit for a structure on such parcel, City and Landowner shall enter into a Regulatory Agreement with Landowner or its successor giving effect to the intent of this section. If City has agreed to provide funding and the subject Parcel 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.

To the extent that public funds or subsidies are provided to the development of affordable dwelling units, Landowner shall provide written notice to the builder(s) of such affordable units that such construction may be subject to a requirement to pay prevailing wage. City acknowledges that any prevailing wage requirement is likely to increase construction costs and will work with Landowner in good faith to determine an appropriate subsidy.

2.6.2.4 Community Facilities Districts. The City Manager or his/her designee shall maintain a list of low and very low-income affordable rental units for each Parcel which is subject to a Regulatory Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Regulatory Agreement(s) to the City Finance Director. In reliance thereon, the Finance Director shall, to the extent allowed by law, if and when a Community Facilities District is formed encompassing the Property, set the applicable special tax for such Parcel at a level described in the rate and method for said Community Facilities District.

2.6.3 Not a Limitation. Nothing in the foregoing Sections 2.6.1 and 2.6.2 shall be construed to limit Landowner from offering units for rental or purchase to households of very low, low or middle incomes in excess of the number of units specified.

2.7 Wetlands.

2.7.1 404 Permit. Landowner has obtained verification from the U.S. Army Corps of Engineers (the "Army Corps") of the presence of vernal pools and of wetland swales/channels on the Property. Landowner shall obtain from the Army Corps a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property. Landowner shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto, or an additional 404 Permit if required, in order to implement the Project. Such 404 Permit or Permits shall be approved, with conditions satisfactory to the City if such conditions impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements on the Property. Landowner intends to mitigate the impacts of such wetland fills through a combination of on-site preservation ("Preserve Area(s)"), off-site preservation and/or on-site and off-site creation or restoration of wetland resources.

Landowner shall obtain any amendments to the 404 Permit(s) that are, or may be, required and any other State or Federal permits that may be required in order to construct Landowner installed improvements specified in the Specific Plan, the 404 Permit and this Agreement, including improvements for the Preserve Area(s). Notwithstanding this obligation of Landowner, City shall, to the maximum extent feasible, avoid infrastructure designs and locations that would require Landowner to amend its 404 Permit or any other permit required by state or federal agencies.

2.7.2 Westbrook Boulevard; Santucci Boulevard. Among the public improvements to be constructed on the Property that will be covered by the 404 Permit is the portion of Westbrook Boulevard that crosses the Property between the West Roseville Specific Plan area and the Sierra Vista Specific Plan area. Landowner acknowledges that other property owners in the SVSP area are also seeking 404 permits

that include the portion of Westbrook Boulevard that crosses the Property.

If other SVSP landowners obtain their 404 permits that include the above referenced portion of Westbrook Boulevard, and those SVSP landowners seek to proceed to construct the referenced portion of Westbrook Boulevard ahead of Landowner, Landowner shall reimburse the constructing SVSP landowner(s) for actual costs of the required resource mitigation for the area to be graded for Westbrook Boulevard, but not including any costs of state and federal permitting. Additionally, Landowner shall, without compensation to Landowner, provide a right of entry, including a temporary construction easement to the SVSP landowner(s) seeking to construct the portion of Westbrook Boulevard referenced herein, subject to such constructing SVSP landowner(s) providing written indemnification acceptable to Landowner.

Landowner shall not encumber with a conservation easement the future extension of Santucci Boulevard by others north of the northern property line of Parcel WB-30, which extension area shall reflect the ultimate right-of-way width plus fifty (50) feet.

2.7.2.1 Compliance with 404 Permit Conditions. Any violation of the 404 Permit by Landowner arising out of construction of drainage outfalls and other drainage improvements in a Preserve Area shall be the responsibility of Landowner. Upon City acceptance of such improvements (which shall occur upon completion of such drainage improvements prior to City acceptance of the Preserve Area(s)), City shall be responsible for the normal operation and maintenance of such outfalls and other drainage improvements within dedicated areas. Notwithstanding City's acceptance of the drainage improvements, the City shall not be responsible for any 404 Permit or Clean Water Act violations arising from Landowner or third party actions affecting the normal operation of the drainage system. City shall be responsible for any 404 Permit or Clean Water Act violations, and the costs thereof, arising out of actions of the City causing such violation(s). It is also acknowledged that the City's acceptance and normal operation of the public storm drain system does not alter Landowner's obligation and responsibility for compliance with the applicable 404 Permit Preserve Area Establishment Period (as defined in Section 2.7.2.3 below) success criteria.

2.7.2.2 Preserve Area Establishment and Perpetual Monitoring Phases. It is anticipated that the 404 Permit referenced in Section 2.7.1 of this Agreement and subsequent subsections will require preservation and/or creation or restoration of wetland resources within Preserve Areas to be established on the Property. City and Landowner shall cooperate with one another in the formation of a financing mechanism as provided for in Section 2.7.4, to fund the costs of monitoring and maintaining the Preserve Area in accordance with the 404 Permit. The financing mechanism may be established to address the two separate phases of on-site Preserve

monitoring: the Establishment Monitoring Phase and/or Perpetual Monitoring Phase, as described below.

The first phase, or the Establishment Monitoring Phase, would occur during the time that the Preserve property remains under ownership of Landowner and adjacent build-out is occurring in accordance with the Entitlements and 404 Permit(s). During the Establishment Monitoring Phase, created wetlands would be monitored for success in accordance with criteria identified in the 404 Permit and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, and utility lines. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit. City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies.

The second phase, or Perpetual Monitoring Phase, would begin immediately following the Establishment Monitoring Phase. At the outset of the Perpetual Monitoring Phase, on-site Preserve areas would be dedicated to and accepted by the City and then managed by City in accordance with the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the 404 Permit.

2.7.3 Maintenance by Landowner During the Establishment Monitoring Phase. Landowner shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas, including, but not limited to, development of any 404 Permit required Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area.

Furthermore, during said Establishment Monitoring Phase, Landowner shall indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit, which arise out of or relate to any failure of Landowner to satisfy such 404 Permit and Establishment Monitoring Phase requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Preserve Area will be subject to the provisions of the 404 Permit and the Establishment and Perpetual Monitoring Phase O&M and Overarching Management Plans (as defined herein and in Section 2.7.4 below). Landowner acknowledges responsibility for obtaining 404 permit coverage for all open space uses specified in the Project and this

Agreement.

Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on the Property will be made available to Landowner for on-going Preserve Area maintenance, monitoring, and reporting up to and until such time as City assumes the obligation for Perpetual Monitoring.

2.7.4 Maintenance by City During the Perpetual Monitoring Phase. A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s). During said Perpetual Monitoring Phase, Landowner shall, to the extent Public Services CFD funds generated by the Property are available to correct such below-referenced failure to comply with the Overarching Management Plan and/or any special management conditions identified in the 404 Permit by Landowner or third party, indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit (of the transferred Preserve), which solely arise out of or relate to any failure of Landowner to satisfy such Overarching Management Plan and/or any special management conditions identified in the 404 Permit and mitigation monitoring requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Preserve Area(s) during the Perpetual Monitoring Phase will be subject to the provisions of the 404 Permit and the City's Open Space Preserve Overarching Management Plan and/or any special management conditions identified in the 404 Permit.

2.7.5 Facilities Included in 404 Permit. Landowner shall use its best efforts to ensure that the approval of its 404 Permit includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, outfalls, culverts, and ancillary improvements that are within the Property described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s), and shall include the ability of the City to extend the bike trail on the southern edge of Parcel WB-80 from the Park Site, Parcel WB-52, easterly to provide a connection to the bike trail on the adjacent open space, Parcel W-81 of the West Roseville Specific Plan, including the identification of culverts to cross the storm water drainage swale entering

the open space from Pleasant Grove Boulevard. In this regard, Landowner shall include the location of known proposed bike paths, fuel modification areas, passive recreation areas, water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all 404 Permit(s) applications to ensure all proposed open space improvements are disclosed and considered by the Army Corps during 404 Permit processing and drafting of permit conditions. If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the bike paths as a result of approval of the applicable 404 Permit(s), the revised relocation and/or improvement of such paths or other facilities shall be resubmitted to the City for review. The City shall not unreasonably deny any request to relocate any of the paths or other facilities within or outside of the Open Space Preserves and the review of such modifications shall be made in accordance with CEQA.

2.7.6 Preserve Area Operation and Management Plans. Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's approved Open Space Preserve Overarching Management Plan. Landowner shall pay the City its share of the SVSP's \$20,000 one time fee, apportioned to Landowner on a pro-rata basis based on acreage, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve area Perpetual Monitoring and reporting. Payment shall be made upon issuance by the Army Corps of the 404 Permit applicable to the Project.

2.8 Provision of Off-site Real Property Interests. In any instance where Landowner is required to construct any public improvement on land not owned by Landowner, Landowner shall as its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. The public improvements subject to the provisions of this Section 2.8 are as follows:

- (1) Westbrook Boulevard south of the Property;
- (2) Off-site water facilities in Westbrook Boulevard south of the Property;
- (3) Off-site water facilities in Santucci Boulevard south of the Property; and,
- (4) any other real property interest pertaining to public improvements which City requires Landowner to construct.

In the event Landowner is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by Landowner and upon Landowner's provision of adequate security costs City may reasonably incur, City shall negotiate for purchase of the necessary real property interest to allow Landowner to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established and to the extent allowed by law, use its power of eminent domain to acquire such required real property interest. Landowner shall pay all costs associated with such acquisition or condemnation proceedings. This Section is not intended by the parties to impose upon the Landowner an enforceable duty to acquire land or construct any public improvements on land not owned by Landowner, except to the extent that the Landowner elects to proceed with the development of the Property, and then only in accordance with valid conditions imposed by the City upon the development of the Property under and subject to the Subdivision Map Act or other legal authority.

In those circumstances where the City owns property in fee on or over which development of the Property requires permanent and temporary construction easements, road rights-of-way and/or sites for public facilities, City shall grant such permanent easement or temporary easements, right-of-way, or sites as needed for the timely and efficient development of the Property.

ARTICLE 3. LANDOWNER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided in Section 2.5 of this Agreement, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner, or by traditional assessment district, CFD or other such financing mechanism, subject to and in accordance with the provisions thereof and with City approval.

3.2 Public Improvements To Be Dedicated, Constructed or Financed by Landowner. Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances inconsistent

with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.24.

3.3 Project Phasing. Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases E through G substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

In the event that sub-phases are proposed within the identified Phases E thru G, the following criteria will be used to establish the conditions and requirements for that portion of work:

- The progression of sub-phase development shall provide the necessary facilities to support the land uses within the proposed sub-phase of development.
- The phase size shall be as mutually agreed upon by Landowner and City, subject to the criteria set forth in this Section 3.3.
- Provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility / public service within the phase.
- Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Project.

The sub-phase shall demonstrate to the City's satisfaction that the following performance criteria are met:

- Sanitary Sewer – One point of connection to the sewer outfall required, which may include a sanitary sewer lift station or interim lift station.
- Recycled Water – One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that

potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Two temporary potable water charging station connections to the recycled water system shall be allowed among the 3 phases E-G, with one temporary potable water charging station connection anticipated for Phase E. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadway construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director.

- Potable Water – Two independent points of connection required.
- Roadway – Two points of access required (one may be a temporary EVA) and reasonable traffic circulation.

Landowner acknowledges that modifications to the Phasing Plan as shown in Exhibit "G" shall require additional City review. Special studies including but not limited to, water/recycled water/sewer/storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.

3.3.1 Recordation of Large Lot Map(s). One phased Large Lot Tentative Map ("LLM") shall be prepared for the entire Project, allowing phasing of the final map ("Large Lot Final Map"). Large Lot Final Maps can record independent of the others. Consistent with Section 3.5.4.2 below, security shall only be required for recordation of small lot subdivision maps. Future public lands for the well site, sewer lift station and parks shall be dedicated to the City on the face of each Large Lot Final Map as an irrevocable offer to dedicate ("IOD").

With the recordation of the first Final Map, the Landowner shall grant to City separate IODs for (1) rights-of-way ("RoW") for all arterial roadways and open space parcels within the Project, (2) public utility easements ("PUEs") consisting of

twenty-five (25) feet adjacent to RoW dedications, and (3) temporary construction easements ("TCEs") covering the combined width of the RoW, PUEs, IODs and open space parcels (subject to any conditions in the 404 Permit). City shall have the right to accept TCEs on behalf of or for use by any third party developer(s), subject to such third parties executing a right of entry agreement, including indemnification provisions, acceptable to Landowner, which acceptance shall not be unreasonably withheld.

At the time of recordation of any Final Map including properties west of Westbrook Boulevard, or at such time as properties east of Westbrook Boulevard are required to install the on-site drainage facilities located on Parcel WB-80, Landowner shall grant to City, either on the Final Map or as a separate instrument, an IOD for a separate easement and right to construct the outfall and storm water treatment swale on the east side of Parcel WB-31. The size and width of the easement shall be determined with the approved design of the drainage facilities as provided for in Section 3.10.2.1 below.

City shall accept all RoW and PUE IOD's subject to improvement. IOD's shall remain in force until such time as all Landowner obligations for public improvements and/or Preserve Area Establishment Monitoring Phase monitoring is complete. Upon issuance of a Certificate of Completion ("COC") for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications. The City is not obligated to accept land dedications for future P/QP, Open Space, Park, or other public improvements until the frontage improvements to such land dedications are completed. Furthermore, Open Space Preserve Area acceptance shall take place as described in Section 3.12.11.1 and the City's Open Space Preserve Overarching Management Plan. Except as provided in Section 3.12.9 below, maintenance of these properties remains a Landowner obligation until accepted by City.

3.4 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Landowner to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner to City for such purposes. Accordingly, upon approval of any final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant an IOD to City for the rights-of-way, pursuant to Section 3.3.1, for any arterials, collectors, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner shall grant a temporary public utility easement which shall merge with the rights-of-way upon completion of the applicable street improvements. The width of the rights-of-way, including the area for the applicable roadways, utilities and power line corridors shall be as shown in the Specific Plan.

Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or powerline corridor purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.

3.5 Road Improvements. Landowner, at its expense, shall provide the road improvements set forth in this Agreement, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement Schedule set forth in Exhibit "BB", and as shown in Exhibit "H".

3.5.1 Landowner's Obligations. Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and pavement section. Except as provided below in Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of ½ of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, and any additional pavement widening at intersections and driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements"). Auxiliary lanes, turn flares, accel/decel lines, tapers, transition lanes, widening at driveways and bus turnouts shall be constructed by Landowner in, and encroach into, the public utility easement/landscape easement corridors per the Specific Plan. The area within which such Frontage Improvements are to be located shall be referred to herein as Landowner's frontage. Unless specifically identified within this Agreement, Landowner shall not be entitled to reimbursement or credit towards the City's traffic mitigation fee for any required Frontage Improvements along arterial roadways, or for any residential and/or collector roadway improvements.

Except as set forth below, installation of median landscaping and median curbing shall be constructed concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may be constructed concurrent with the development of adjacent parcels. Paseo and Bike trail connections will be constructed consistent with Sections 3.12.7 and 3.12.9, respectively, of this Agreement.

3.5.2 Arterial Roadways. Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Section 3.3.1 above. Arterial roadways wholly within and adjacent to the Project are Santucci Boulevard, Westbrook Boulevard, and Pleasant Grove Boulevard. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the

final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. The phasing and improvements required for each arterial are shown on Exhibit "H" and described in the Phasing Plan, Exhibit "G". Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner pursuant to this Section 3.5.2 shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Project that are in excess of required Frontage Improvements by withholding 50% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement.

Within thirty (30) days of City acceptance of improvement plans, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner, based upon invoices for actual work constructed, for stages of the arterial roadway improvements described in this Section 3.5.2 that have been signed off by City inspectors.

Landowner's specific construction obligations for the above referenced arterial roadways, where applicable to Landowner, are as follows:

(a) Pleasant Grove Boulevard. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, as well as the adjacent inside lane, i.e., the CIP Improvements, for the south side of Pleasant Grove Boulevard from the eastern property line of Parcel WB-6 to the eastern property line of Parcel WB-31, and the Frontage Improvements as well as the adjacent inside lane, i.e., the CIP Improvements, for the northern and southern side of Pleasant Grove Boulevard from the eastern property line of Parcel WB-31 to Santucci Boulevard.

City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

Pleasant Grove Boulevard Frontage Improvements may be constructed in phases to form a continuous roadway from east to west. Each phase of such Pleasant Grove Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway. Limits of construction shall be determined by the Public Works Department at such time as Landowner submits sub-phasing plans as provided for in Section 3.3.

(b) Westbrook Boulevard. Landowner shall construct both outside Frontage Improvements as defined in Section 3.5.1, as well as the adjacent inside lane, i.e., the CIP Improvements, on each side of Westbrook Boulevard.

City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

Westbrook Boulevard Frontage Improvements may be constructed in phases to form a continuous roadway from north to the south. Each phase of such Westbrook Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway and shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including 38-foot landscape median, and frontage improvements on both sides, or, at the discretion of the Public Works Director, a Deferred Improvements Agreement (DIA) for a portion of paved lanes and frontage improvements on the opposite side of the street. Limits of construction phases of Westbrook Boulevard shall be determined by the Public Works Department at such time as Landowner submits sub-phasing plans as provided for in Section 3.3.

(c) Santucci Boulevard. Landowner shall be obligated to construct its easterly Frontage Improvements, as defined in Section 3.5.1, from the southern boundary of Phase F to the northern boundary of Parcel WB-30. Landowner shall construct the westerly Frontage Improvements from the southern boundary of Phase G to Mountain Glen Drive. North of the Mountain Glen Drive intersection, in lieu of Frontage Improvements on the west side of Santucci Boulevard, Landowner shall construct a transition to the east side and construct the first inside lane on the eastern side of Santucci Boulevard adjacent to the Frontage Improvements up to the northern boundary of Parcel WB-30.

Payment by City to Landowner for Santucci Boulevard CIP improvements shall be limited to the cost of construction of the first inside lane on the eastern side of Santucci Boulevard adjacent to the Frontage Improvements north of the northern boundary of Parcel WB-62 to the northern boundary of Parcel WB-30. City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 50% credits against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

Santucci Boulevard Frontage Improvements may be constructed in phases to form a continuous roadway from north to south or south to north. Each phase of such Santucci Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway. Between the southerly boundaries of Phase F to Mountain Glen Drive, construction shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including 38-foot landscape median and frontage improvements on both sides, or, at the discretion of the Public Works Director, a Deferred Improvement Agreement (DLA) for a portion of paved lanes and frontage improvements on the opposite side of the street. Construction north of Mountain Glen Drive shall include the full grading of one half of the ultimate roadway section within the Property, and the Frontage Improvements as described above. Limits of construction of phases of Santucci Boulevard will be determined by the Public Works Department at such time as Landowner submits sub-phasing plans as provided for in Section 3.3.

3.5.3 [Reserved]

3.5.4 Timing of Dedication and Construction of Road Improvements.

3.5.4.1 Rights-of-way for the arterial roadways shall be dedicated as an IOD to the City as set forth in Section 3.3.1, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.

3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to

finance the completion of all improvements to arterial roadways to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.

3.5.5 Road Improvement Standards. All improvements to be installed by Landowner shall comply with the City's development standards for public streets in effect as of the date of improvement plan approval unless modifications are otherwise mutually agreed to by Landowner and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.

3.5.6 Landscape Setbacks. For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.

3.5.6.1 Separated Sidewalks. Landowner shall ensure that if a residential property is improved with separated sidewalks, the residential property shall be subject to recorded CC&R's containing a requirement that the owner of a residential unit immediately adjacent to a separated sidewalk is responsible for the maintenance of all landscaping within the landscape planter, including, street trees (to be trimmed per City standards) located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter.

3.5.7 Traffic Signals. Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals set forth in Exhibit "I", for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above. Landowner shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions set forth in this Section 3.5.7. City shall be responsible to install mast arms, signals and signal controllers when they are needed. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner under this Section 3.5.7, City shall provide 50% credits to Landowner against the TMF

applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to reimbursements and/or credits toward the appropriate City traffic mitigation fee for the design and construction of public traffic signals and/or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee.

3.5.8 Update of City Fee. Landowner acknowledges that as a result of approval of the Project, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Project. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the date hereof. Until such update has been completed and approved by the City, Landowner agrees to pay the fee rate then currently charged to the Plan Area. To the extent that the Traffic Mitigation Fee adopted for the Project is higher than that charged in the Plan Area, Landowner shall pay the difference as a surcharge to future Traffic Mitigation Fee obligations on a per-DUE basis for the remaining DUE's within the Project. To the extent that the Traffic Mitigation Fee adopted for the Property is lower than that charged in the Plan Area, Landowner shall receive a credit against future Traffic Mitigation Fee payments until such time as the amount of the overpayment is exhausted.

3.5.9 Highway 65 Joint Powers Authority. Landowner agrees that the Property shall be subject to and shall pay the Highway 65 Joint Powers Authority Fee ("Highway 65 JPA Fee"). City shall initiate and complete the actions necessary to amend the Highway 65 JPA Fee to include the Property and Landowner hereby consents to and waives any objection to such inclusion.

Landowner agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Landowner shall pay the fee applicable to the West Roseville Specific Plan Area ("Interim Highway 65 JPA Fee") in the amounts and at the times specified by the Highway 65 JPA Fee program. If Landowner pays the Interim Highway 65 JPA Fee and the Interim Highway 65 JPA Fee exceeds the Highway 65 JPA Fee as amended, then the excess amount collected shall be applied as a credit towards Highway 65 JPA Fees on a per DUE basis for the remaining DUE's within the Specific Plan. If the Interim Highway 65 JPA Fee is less than the amended Highway 65 JPA Fee, the total amount of the shortfall shall be added as a surcharge to such future Highway 65 JPA Fee on a per DUE basis.

Nothing in this Section 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 associated with the updates of the foregoing fee programs.

3.5.10 South Placer Regional Traffic Fee. Landowner agrees that the Property shall be subject to and pay the South Placer Regional Traffic ("SPRTA") Fee as established by the Placer County Transportation and Planning Agency ("PCTPA") and adopted by the City. City shall initiate and complete the actions necessary to amend the SPRTA Fee to include the Property and Landowner hereby consents to such inclusion.

Landowner agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Landowner shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Landowner pays the Interim SPRTA Fee and the Interim SPRTA Fee exceeds the SPRTA Fee as amended, then the excess amount collected shall be applied as a credit towards SPRTA Fees on a per DUE basis for the remaining DUE's within the Property. If the Interim SPRTA Fee is less than the amended SPRTA Fee, the total amount of the shortfall shall be added as a surcharge to such future SPRTA Fees on a per DUE basis.

Nothing in this Section 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 associated with the updates of the foregoing fee programs.

3.5.11 Tier II Traffic Fee. The SPRTA Tier II Fees are administered by the Placer County Transportation Planning Agency ("PCTPA"). Landowner acknowledges and agrees to pay the Tier II Traffic Fee, collected to pay for construction of the Placer Parkway and improvements to the I-80/SR65 interchange. The Tier II Traffic Fee program participants include the jurisdictions of Placer County, and the Cities of Roseville, Rocklin, and Lincoln. The current Tier II Traffic Fee is \$5,600 per DUE and will be allocated to the various land uses using a methodology approved by the SPRTA Board. The Tier II Fees shall be adjusted for inflation annually based on the Construction Cost Index ("CCI") shown in the Engineering and News Record in May of each year and based on the average of the 20 Cities average and San Francisco average.

3.5.12 Transit Master Plan Funding. Participating Plan Area landowners, including Landowner, shall pay, as their fair share on a City-Wide basis, for the update of the City's Long Range Transit Master Plan, Short Range Transit Plan Update, and Bicycle Master Plan Update, the amounts of \$12,500, \$15,000, and \$12,500, respectively, prior to the recordation of any Large Lot Final Map, apportioned to all Specific Plan landowners, including Landowner, on a pro-rata basis based on acreage. Landowner's

pro-rata share, based on 397.4 acres as the numerator and 2,024.0 acres as the denominator (397.4 + 1,626.6 for the SVSP) is 19.63%, or a total of \$7,852.

3.5.13 City-County Fee. Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City-County Traffic Mitigation Fee. Until such time as an update of the City-County Traffic Mitigation Fee has been completed to include the Property, Landowner agrees to pay the fee rate then currently charged in the SVSP.

3.5.14 Santucci Boulevard and Vista Grande Boulevard Extension and Traffic Mitigation Fee. If and when the City and County of Placer develop fee programs to mitigate regional traffic concerns, Landowner consents to and agrees that any then-undeveloped portion of the Property, for which no building permit has been issued, shall participate to the extent of its fair share in a City-Wide funding mechanism. Such regional roadway extensions and improvements shall consist only of Santucci Boulevard between the Regional University Specific Plan and the future Placer Parkway and Vista Grande Boulevard west of the Specific Plan boundary to Baseline Road. At the time of the adoption, Landowner does not waive its right to protest the amount of the fee.

3.5.15 Placer County Traffic Mitigation Fee. Landowner agrees to pay to City a fee of \$327 per DUE (the "Placer County Road Impact Fee") to provide fair share funding to Placer County as full mitigation of impacts on the Placer County roadway circulation system for roadways in the adopted County Capital Improvement Program at the date of approval of this Agreement that are north of Interstate 80, west of Highway 65, and outside of County approved specific plan areas (but excluding Santucci Boulevard and the extension of Vista Grande Boulevard as provided in Section 3.5.14 above). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.

3.5.16 Fee Credits/Reimbursement for Construction of CIP Improvements. Landowner shall be entitled to credits against the City traffic mitigation fees for the cost of constructing roadway improvements that are included in City's roadway capital improvement program ("Roadway CIP") and identified in this Agreement, as more fully set forth in Sections 3.5.1 and 3.5.2 above and Section 4.2 below.

3.5.17 Transportation Systems Management. Landowner shall comply with the City's Transportation Systems Management Ordinance.

3.5.18 Alternative Transportation Marketing. Landowner shall provide educational and marketing materials for alternative modes of transportation (e.g. Roseville Transit Services Guide, Bikeways Map and carpool/vanpool information) to each new homeowner and the first resident of each attached housing unit.

3.5.19 Bus Transfer Station. The location of the bus transfer station in the southwestern portion of Parcel WB-41 shall be consistent with the location shown in the Specific Plan. The design of the bus transfer station shall be determined in the subsequent entitlements for Parcel WB-41. The bus transfer station shall include bus turnouts, shelters, bike lockers, park and ride spaces for 35 vehicles, and utility stubs for electric and phone service to the bus shelter site, as well as water and sewer stubs to accommodate a drinking fountain only at the bus transfer station, as determined by City at the time of approval of subsequent entitlements for Parcel WB-41, provided, however, that such utility stubs shall exclude any public bathroom at the bus transfer station. Connection charges for such a drinking fountain shall be paid by City. City shall also pay the costs of the bus shelter(s) at the bus station site.

Landowner shall provide to City a public access easement for the bus transfer station site and dedicated bus lanes on the southern portion of Parcel WB-41. The City shall be responsible to maintain the bus transfer station and the dedicated bus lanes with funds from the Public Services CFD as set forth in Section 3.19.

3.6 Sewer Facilities. Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibit "J", attached hereto. In the event that the WRSP has not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein. Landowner shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibit "J", Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.

3.6.1 Lift Station Site. Landowner shall, at its expense, design and construct the sewer lift station (Parcel WB-62). Construction of such sewer lift station shall be consistent with Exhibit "J" and Figure 8 of the Sanitary Sewer Master Plan.

3.6.2 Master Wastewater Plan. Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment

Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibit "J".

Where wastewater conveyance facilities are to be located within roadways, such facilities shall be installed concurrent with the construction of the corresponding road improvements, if not earlier. All weather maintenance access roads shall be provided to provide a single point of access to all manholes that are not located within roadways, to be determined by the Environmental Utilities Director.

3.6.3 Improvement Standards. All sanitary sewer improvements shall be designed and constructed pursuant to City's then current Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements.

3.6.4 Access to Manholes. Manholes shall be located so that they are accessible by City sewer maintenance vehicles unless otherwise approved by the Environmental Utilities Director. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Project, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.

3.6.5 Public Utility Easements. Where wastewater improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes. Easement widths shall be granted in accordance with the City's Improvement Standards.

3.6.6 Wastewater Facilities for Reimbursement. Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties whose property is benefited by Landowner's construction of wastewater facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5 and Section 4.2 of this Agreement are shown in Exhibits "K-1" and "K-2" and listed in Exhibits "BB" and "CC". For properties outside of the Plan Area, Landowner shall submit documentation to the City to justify the requested reimbursement.

The timing for the payment of any such reimbursement by such third party/benefiting landowner to Landowner shall be upon the earlier the formation of a

CFD and issuance of bonds for such CFD serving development by such third parties or, recordation of the first large lot subdivision map serving the development by such third party.

3.6.7 Wastewater Service Area Boundary. Landowner shall be responsible for its pro rata share, based on acreage, of all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area. No building permits will be issued in the Project until Landowner has received notice the SPWA service area boundary has been expanded to include the Project.

3.7 Water Supply.

3.7.1 Financing of Water Supply. Other than facilities specified in Exhibit "O-1", Landowner shall have no construction obligation to install or pay for the installation of any off-site water storage, treatment or transmission facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to then existing City ordinances and this Agreement.

3.7.2 Groundwater Well. Landowner shall dedicate to City Parcel WB-61 for one (1) groundwater well at the approximate location shown on Exhibit "L". The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring well Landowner will provide City and its contractors access to and within the location of the well site to enable City to install the monitoring well to confirm desired capacity and water quality.

It is the intent of this section (and the Parties) that the groundwater well location identified within the Project shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate the well site within the Project until these objectives are satisfied.

Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. The well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of

the well.

3.7.3 Water Conservation Measures. Landowner and its successors shall implement a Water Conservation Plan included as Exhibit "M" to this Agreement. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Project and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations, and shall be disclosed to each purchaser of real property within the Property. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.

3.7.4 Periodic Confirmation of Water Conservation Goal. The City has determined, and the Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project which was based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Water Conservation Plan which includes a reduction in water use by approximately 17% over current use characteristics.

The sources for water evaluated for the Project are the same types of source currently used throughout the City; namely, surface water contracts with federal and local agencies and in drought or emergency situations the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the Project.

Upon construction of the dwelling units in the Project that cumulatively utilize 50% of the projected potable water usage at buildout of the Project, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ

materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the approximately 17% over current potable water usage as set forth herein, and the then built portion of the Project has met its approximately 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the approximately 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the Project shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.

3.8 Water System Improvements.

3.8.1 Water Study. Landowner has prepared a Water Study for its on-site water facilities and prepared a general design of the water system as shown on Exhibit "N" that identifies the size and location of waterlines, storage facilities, and pump stations. The timing of construction of such facilities is set forth in the Infrastructure Phasing "Exhibit "BB".

3.8.2 Water Facilities. Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the event that the WRSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or otherwise described herein.

3.8.3 Water Facilities for Reimbursement. There are water facilities to be constructed in the SVSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project, and if Landowner is not

obligated to construct, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3. There are other water facilities which either Landowner or participating SVSP landowners may construct, the costs of which construction are subject to reimbursement to the constructing party, as set forth in Section 3.26 below (where reimbursement is by Landowner to constructing third parties), or in Section 4.2 below (where reimbursement is from third parties to Landowner). Finally, there are other water facilities to be constructed by Landowner which the City may in the future determine are eligible for reimbursement from third parties excluding other landowners in the SVSP (but not excluding the Urban Reserve). Reimbursement for water facilities under this Agreement shall be pro-rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 3.26 and Section 4.2 of this Agreement are shown in Exhibits "O-1" and "O-2" and listed in Exhibits "BB" and "CC". Exhibit "O-1" sets forth reimbursements for infrastructure between Landowner and parties within the SVSP and the Urban Reserve assuming no other third parties benefit from water line segments W1 through W8 (Segment W14 is addressed in Section 3.26) shown thereon, with reimbursement from third parties excluding other landowners in the SVSP (but not excluding the Urban Reserve) to be determined by City for water line segments W11 through W13. Exhibit "O-2" sets forth reimbursement for certain water lines between Landowner, the SVSP, the Urban Reserve, and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect to or construct identified infrastructure.

With respect to the 24" waterline to be installed in Baseline Road and other roads between the eastern edge of the Plan Area at Fiddymment Road to Santucci Boulevard (the "Baseline Road 24" Water Line"), the Sierra Vista Specific Plan, the Property, the Urban Reserve property, the PVSP and the RUSP will all benefit from the Baseline Road 24" Water Line. The Baseline Road 24" Water Line is divided into two segments, namely, from Fiddymment Road to Westbrook Boulevard ("Segment A"), and in Westbrook Boulevard from Baseline Road to Vista Grande Boulevard, in Vista Grande Boulevard from Westbrook Boulevard into "unnamed Street 3", in "unnamed Street 3" to Parcel FD-63, then across Parcel FD-63 and Parcel FD-40 to Santucci Boulevard. ("Segment B").

If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, the Property, or the Urban Reserve, then SVSP landowners, but not including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments as set forth in Exhibit "H" to the SVSP development agreements provided that reimbursement to constructing landowners for costs of construction for such segments shall reflect the percentage shares in Exhibits "O-1". In the event SVSP landowners (other than Landowner) construct the Baseline

Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from those participating SVSP landowners (other than Landowner) that satisfactory reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP, the Property and Urban Reserve set forth in Exhibit "O-1" shall be modified accordingly, which modification shall not require an amendment to this Agreement.

If the Project proceeds with development prior to the SVSP, and the City determines that the Baseline Road 24" Water Line is required to serve the Project, Landowner shall construct all or a portion of the Baseline Road 24" Water Line, and the SVSP landowners (excluding Landowner) shall contribute the SVSP share of the costs of the Baseline Road 24" Water Line, as set forth in Exhibits "O-1" and "BB".

If City determines that the Baseline Road 24" Water Line is not required to serve the Project, Landowner shall be required to connect to or construct the necessary water lines within the WRSP and will not be required to construct all or a portion of the Baseline Road 24" Waterline, and Landowner shall be responsible for Landowner's share of the costs of the applicable sections of the Baseline Road 24" water line, as set forth in Exhibits "O-1", "BB" and "CC," and in Section 3.26 below, based on estimates set forth in Exhibit "CC" to this Agreement, adjusted by the CCI from January 12, 2012, the Effective Date of SVSP development agreements, to the date of payments as set forth in Section 3.26, until such time as the Baseline Road 24" Water Line is constructed by others, after which time reimbursement by Landowner for Landowner's share of such costs for large lots (as provided for in Section 3.26) developed after the Baseline Road 24" Water Line is constructed shall be based on actual costs pursuant to submitted invoices approved by City. In the case where the Baseline Road 24" Water Line has not yet been constructed by others at the time Landowner proceeds to develop portions of the Property, payment by Landowner of its share of such water line costs for a particular large lot parcel (as provided in Section 3.26) based on estimates in Exhibit "CC" to this Agreement, adjusted by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payments as set forth in Section 3.26 shall satisfy in full the share of the cost of the Baseline Road 24" Water Line allocated to the particular large lot parcel(s) prior to construction of such water line.

If the PVSP or RUSP proceed with development prior to Landowner, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and Landowner shall contribute its share of the costs as determined by City, in consultation with PCWA, of applicable segments of the Baseline Road 24" Water Line as set forth in Exhibit O-2.

The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party, as set forth in Section 3.26 or Section 4.2, depending on the reimbursing party or parties (i.e., Landowner or SVSP landowners).

With respect to the 12" waterline to be installed in Pleasant Grove Boulevard between Westbrook Boulevard and the eastern edge of Parcel WB-31 (water line segment W13 as shown in Exhibit "O-1"), if the WRSP developer(s) constructs such waterline, third parties, including Landowner but excluding other SVSP landowners (but not excluding the Urban Reserve), benefiting from such waterline, as set forth in Exhibit "CC", shall reimburse the constructing WRSP developer(s), as provided for in Section 3.25 below.

3.8.4 Water System Sequencing. Water system facilities shall be constructed as provided in the Phasing Plan concurrently with the construction of the road improvements described in Section 3.5 of this Agreement, and as generally shown on Exhibit "N". Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.

3.8.5 Public Utility Easements. Where the water improvements to be constructed by Landowner are not located within road rights-of-way, as and when Landowner installs such water facilities, Landowner shall grant and City shall accept a non-exclusive public utility easement the width of which shall be in accordance with City's then current Improvement Standards, for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only.

3.8.6 Water Softeners. As part of its development of the Project, Landowner and its successors shall not provide water stubouts for the installation of water softeners.

3.8.7 Disclosure to Buyers. Landowner shall disclose to all residential and nonresidential buyers that the Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Property. The disclosure shall describe the location of groundwater wells and water storage facilities.

As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and

approve sign layouts prior to installation. (See Section 3.24).

3.8.8 Coordination with PCWA. Placer County Water Agency ("PCWA") has expressed interest in coordinating with the City and Landowner the future construction by PCWA or others of water facilities (including, but not limited to, a large diameter water line) within the Santucci Boulevard right-of-way. In order to facilitate such cooperation with PCWA, Landowner shall, prior to the commencement of improvement plan design to Santucci Boulevard, provide a construction schedule for the improvements to PCWA. Thereafter, to the extent that such coordination can be accomplished without cost and/or delay to Landowner in the development of the Project, Landowner and City shall cooperate with PCWA in the construction of such water conveyance facilities.

3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "P", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the WRSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein.

City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Specific Plan. City shall be responsible to dismantle and eliminate each potable water charging station (2 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows:

- (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Project, comprised of 2,029 residential units and 465,003 square feet of non-residential building square

footage, an amount of \$30/sewer equivalent dwelling unit (“sewer EDU”)/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s);

- (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2011 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner’s proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner’s proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid.
- (iii) City shall impose a charge for recycled water of \$20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Project for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and
- (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9.

All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City’s then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

3.9.1 Non-Exclusive Public Utility Easement. Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility

easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

3.9.2 Recycled Water Facilities for Reimbursement. Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties outside the Project whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement are shown in Exhibit "Q" and listed in Exhibits "BB" and "CC". For properties outside of the Specific Plan, Landowner shall submit documentation to the City to justify the requested reimbursement.

The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party.

3.9.3 Recycled Water Engineering Report. Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the Project. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the Project until the Title 22 Recycled Water Engineering Report has received all required State approvals.

3.9.4 Recycled Water Use Disclosure to Buyers. Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.

3.9.5 Terms and Conditions for Recycled Water Operations, Use, and Service. All private commercial recycled water customers within the Project shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.

3.10 Drainage Facilities. Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the Project Drainage and Storm water Master Plan, the then approved City Improvement Standards, City Storm water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit issued by the Army Corps, and any agency required Establishment Phase operation and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development. In general, drainage facilities shall be constructed concurrent with roadway improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Project boundaries. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section, the Phasing Plan and as shown in Exhibit "R", attached hereto and made a part hereof. Except for the improvements expressly described herein and as shown in Exhibit "R," Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.

3.10.1 Other Agency Approval. Prior to issuance of any building permit or grading permit, Landowner shall obtain, at its expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the Army Corps and the California Department of Fish and Game.

Landowner shall prepare and implement a Storm Water Pollution and Prevention Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) as required by law, the SWP3 and as approved by the City, concurrently with construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program, as required by law, prior to the start of any construction, including grading on the Property.

3.10.2 Storm Drains. Landowner shall construct storm drain mains and laterals in accordance with the Master Drainage Plan and Phasing Plan and with the City's then current Improvement Standards and shall provide laterals to serve all

parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Storm drainage system designs shall include applicable Best Management Practices with the goal of preventing or reducing pollutants from entering receiving waters in accordance with the City's Storm water Management Program. Should grading alter the natural drainage patterns and it becomes necessary to redirect drainages across lands dedicated to the City, the Landowner shall be responsible for the installation of above ground drainage ditches to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said drainage ditches until such time that the City develops the property.

3.10.2.1 Detention Basin; Water Quality Outfall Swale. In the event that construction of the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has been completed, Phase E of the Project can proceed to develop utilizing excess capacity within that detention basin. In the event that the most westerly permanent detention basin within Phase 4 of the Westpark portion of the West Roseville Specific Plan has not been constructed at the time that Landowner seeks to proceed with development of Phase E of the Project, Landowner shall construct the on-site detention facility located on Parcel WB-80 in order for development of Phase E to proceed. Prior to the development of any property west of Westbrook Boulevard, Landowner shall construct the detention basin within Parcel WB-80 and the water quality swale flowing north of Pleasant Grove Boulevard into Parcel WB-80, as identified in the Master Drainage Plan for the Project. The final design and land dedication requirements of the detention basin and the water quality facility shall be determined based upon the then current City Standards and applicable 404 permits. The construction of the drainage outfall and water quality facility shall include the relocation of the existing outfall structure, and all appropriate fencing, an asphalt utility access road on the east side of the drainage swale, a utility vehicle turnaround, and two (2) concrete utility access ramps to access the bottom of the swale. To the extent that the access road to the water quality facility has not already been constructed by the adjacent landowner in the West Roseville Specific Plan, Landowner shall construct such access road, to the bottom of the swale, per City Standards, subject to reimbursement from the adjacent landowner in the West Roseville Specific Plan.

3.10.3 Grant of Floodplain. Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain as shown in Exhibit "S", Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas as shown in Exhibit "Y" and the land use plan for Property, set forth in Exhibit "E".

3.10.4 Drainage Easements. Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located

within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements. Easement widths for completed permanent drainage facilities shall be granted in accordance with the City's then current Improvement Standards. When those permanent drainage facilities not located within road rights-of-way and are to be placed on property owned by someone other than the Landowner of those facilities, the Landowner shall secure all necessary rights of entry and third party easements. All drainage outfall structures for storm drain flows leaving the Project shall be built as either temporary or permanent structures wholly on properties in the Project. The City will offer no power of eminent domain for such drainage outfall structures.

3.11 Electric. Landowner shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in Exhibit "T" attached hereto.

3.11.1 On-Site Electric Facilities. For purposes of this section, "on-site" means within the Property. Concurrently with the construction of the adjacent roadways and as specified in Section 3.3, Landowner agrees to construct, or finance the construction of, on-site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of on-site 12kV electric distribution facilities in accordance with final on-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Project roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Landowner.

3.11.2 Off-Site Electric Facilities. For purposes of this section, "off-site" means outside of the Project. Concurrently with the construction of any phase of the Project, Landowner agrees to construct, or finance the construction of off-site 12kV electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Project as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Project roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Landowner. The City acknowledges that pending construction of final roadways the first developments may be fed by temporary facilities, subject to the approval of the

design by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. All costs associated with the design, installation, and removal of the temporary facilities will be born by the Landowner.

3.11.2.1 Pleasant Grove Boulevard 12kV Circuits. Twelve (12) kV circuits along Pleasant Grove Boulevard from east of the Property, and rework necessary to existing 12kV circuits on the north side of Pleasant Grove Boulevard, are needed to serve Phase 3 of the Westpark property in the West Roseville Specific Property (the "Westpark Phase 3 Property") and the Project. In the event that the developer of the Westpark Phase 3 Property has not already constructed the above referenced 12kV circuits, Landowner agrees that, concurrently with the construction of the first improvements in the Property, Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits along Pleasant Grove Boulevard from east of the Property and any rework necessary to the existing 12kV circuits on the north site of Pleasant Grove Boulevard needed to serve the Project.

3.11.3 SVSP Electric Substation. Pursuant to development agreements in the SVSP, other landowners are required to dedicate to City, grade and provide access to a parcel in the SVSP (designated Parcel FD-61 in the Specific Plan) for an electric substation to serve the SVSP (the "Substation Site"). Under the development agreements between other SVSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the SVSP, excluding the Property.

Landowner is allowed 400 residential building permits within the Project (exclusive of the 500 residential building permits allocated to SVSP landowners), or any combination of residential and non-residential permits that the City determines, at its sole discretion, is the equivalent electric capacity of 400 residential building permits, until such time as the substation located in the SVSP is constructed and 12kV underground circuits are extended to the Property. In the event that, at the time of issuance of the 400th residential building permit (or its equivalent) within the Project, the Substation Site has not been dedicated to the City, constructed, access road provided, and 12kV circuits extended to the Property, or has been dedicated to the City but less than two (2) years from dedication of the Substation Site to City have passed without completion of the substation, Landowner agrees that, in order to obtain more than 400 residential building permits within the Project, Landowner may fund the construction of temporary 12kV facilities to serve the Project. Possible temporary facilities may include, but are not limited to, one of the following:

- a. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project; or

- b. Construction of a new 12kV overhead circuit extending what is commonly referred to as Westplan Substation Circuit 9 from the existing underground stub point on Blue Oaks Boulevard to the Project underbuilt on the existing 60kV poles if clearances are available. This option would include the necessary URD conduit system to extend the conduits from the existing stub point to the existing 60kV poles; or
- c. Construction of a new 12kV overhead pole line extending what is commonly referred to as Westplan Substation Circuit 8 from the existing underground stub point along Blue Oaks Boulevard to the existing stub point on Westpark Drive. This would include any conduit extension necessary.

The temporary facilities will be used until such time as the Substation Site has been dedicated, constructed, and 12kV facilities extended to the Project from the Substation Site. The funding of the temporary facilities will include the materials and labor to construct the facilities, the removal of the temporary facilities, acquisition of any necessary easements, and mitigation of any wetlands.

Once either the substation has been completed and the 12kV circuits extended to the Property, or the Substation Site has been dedicated to City and two (2) years after such dedication have passed without completion of the substation, City agrees that there will not be any restrictions on issuance of building permits in the Project due to electric capacity, nor shall there be any requirement for temporary facilities such as those indicated in a., b., or c. above to be extended to the Project. In addition, in the event that the Substation Site has been constructed by City, but 12kV circuits have not been extended to the Project from the substation, Landowner shall be required to extend 12kV circuits from the substation to the Project, which may be overhead lines using the existing poles and PUE from the Substation Site to the Project, until such time as the landowner(s) to the south of the Project install the underground 12kV lines to the southern Project boundary.

3.11.4 60kV Disclosure. Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the existing 60 kV easement areas shown on Exhibit "U" and the future 60kV easement line on the south side of Pleasant Grove Boulevard between Westbrook Boulevard and the western Project boundary that the City may utilize the public utility easements to construct 60kV overhead electric lines.

3.11.5 Streetlights. Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be

permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.

3.11.6 Electric Efficiency and Demand Reduction. In order to mitigate demand for energy supplies and comply with state mandated energy efficiency goals, the following energy efficiency and load management requirements are hereby established:

1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard:
 - a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve ("TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department.
2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder/homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's

construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.23(16) as to the direct load control device.

3. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department.

3.12 Parks, Open Space, and Bike Trails. Landowner shall dedicate to City a total of 15.5 acres of active park land and 36.6 acres of open space lands, pay fees for construction of park improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "V".

Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.

3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of 15.5 acres of active neighborhood parkland, and 36.6 acres of open space. The following three park parcels, and one open space parcel shall be dedicated to City as described below and shown in Exhibit "V":

1. A 9.6-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel WB-50;

2. A 4.4-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-51;
3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel WB-52; and
4. A 36.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80;

Landowner shall dedicate any park lands and open space Parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, open space perimeter fencing as may be required by the 404 Permit, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. Dedication of Preserve parcels shall be in accordance with Section 3.12.11.1 and the City's Open Space Preserve Overarching Management Plan. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.

3.12.2 Financing for Parks. The construction of improvements to parks within the Property shall be financed from the payment by Landowner of the City-Wide and neighborhood park fees and in lieu park fees established for the Property in the Project's Parks, Bike Trails and Paseos Financing Plan ("Parks Financing Plan," Exhibit "W").

3.12.2.1 Financing for Neighborhood Parks. The construction of the neighborhood park sites within the Property shall be financed from payment by Landowner of the park fees.

The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.

3.12.2.2 Maintenance District Financing. Pursuant to Section 3.19 below, Landowner shall support the formation of the Community Facilities District – Public Services (“Services CFD”) District defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks.

3.12.3 Neighborhood Park Fee. In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the “Neighborhood Park Fee”), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such Neighborhood Park Fee shall be \$1,848 per Low Density Residential unit, \$1,579 per Medium Density Residential unit, and \$1,309 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.

The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s).

At the end of the development phase, City shall review development progress of Neighborhood Parks to determine if development is on target as it relates to collection of park fees by phase or sub-phase. City shall review the development phase with overall neighborhood park development and any impacts, particularly if subsequent phases will need to utilize funding previously collected for development. At the completion of all residential and neighborhood park development, according to the park financing plan for the Project, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Project, refund to Landowner a pro-rata share of any remainder fees.

3.12.3.1 Neighborhood Park Frontage Improvements. When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for in the Neighborhood Park Fee as determined in the Parks Financing Plan. Landowner shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time

Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Landowner. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Landowner shall be entitled to a reimbursement for the sidewalks cost provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have sufficient funds to reimburse Landowner within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Landowner from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Landowner shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.

3.12.4 City-Wide Park Fee. Pursuant to Section 3.17.1.2 (i) below, the City-Wide Park Fee set forth in this Section 3.12.4 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Specific Plan. As funded by future bond proceeds, the City-Wide Park Fee, as described in Section 3.12.5 below, including a \$595 per unit credit, shall be \$1,538 per Low Density Residential unit, \$1,314 per Medium Density Residential unit, and \$1,090 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50.

3.12.5 City-Wide Park In-Lieu Fee. In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee (the "City-Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to SVSP Parcel KT-50 or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,206 per Low Density Residential unit, \$1,030 per Medium Density Residential unit, and \$854 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.12.6 Open Space In-Lieu Fee. Landowner is dedicating 36.6 acres of open space, as provided in Section 3.12.11 below, to be credited by City at a 1:5 ratio towards Landowner's open space dedication requirement for the Project, leaving an

open space dedication obligation of 8.2 acres for the Project. Based on a current appraisal valuation of \$135,000 per acre, Landowner, in accordance with the park financing plan for the Property, shall pay an open space in-lieu fee (the "Open Space In-Lieu Fee"), upon issuance of each residential building permit within the Project, of \$128 per Low Density Residential unit, \$109 per Medium Density Residential unit, and \$90 per High Density Residential unit (but excluding carriage units, which shall not pay Open Space In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.12.7 Paseo Facilities. Paseo facilities within the Project are located on one side and adjacent to the portion of Mountain Glen Drive between Santucci Boulevard and La Sierra Drive consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 25 foot landscaped/paseo corridor. At the time of adjacent development, Landowner shall construct the entire landscape/paseo corridor and 10-foot wide Class 1A bikeway. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Project, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be paid by Landowner.

3.12.8 Bike Trail Fee. Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$57 per Low Density Residential unit, \$49 per Medium Density Residential unit, and \$40 per High Density Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

The bike trail fee, as set forth herein, is calculated based on 100% of the total dwelling units entitled in the Project for construction of the bike trails within the Project. City may conduct an annual re-assessment of bike trail fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement exceeds 10%.

At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.9. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.

3.12.9 Bike Trail Construction. Subject to the provisions of Section 3.12.8 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall

design and secure necessary permits for certain Class 1 bike trail improvements within the Property as shown on Exhibit "X" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.9. Bike trails shall be constructed by City to City standards as and when Landowner develops Parcel WB-30 within the Property. The sections of bike trail to be installed upon development of such parcel are generally shown on Exhibit "X".

Upon the development of any high density residential project adjacent to open space where the bike trail is adjacent to that high density residential project, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the high density residential project.

Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.8 and this Section 3.12.9.

If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.

3.12.10 Entire Park Land Obligation. The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City-Wide parks and open space related to development of the Property.

3.12.11 Open Space Preserve Areas. Landowner shall obtain from the Army Corps a 404 Permit to fill wetland resources in conjunction with development of the Property, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas, as shown on Exhibit "Y" and consist of the following one parcel:

1. A 36.6-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80.

3.12.11.1 Conveyance of Open Space Preserve Area. Upon the satisfaction by Landowner of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring Phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, outfalls, bike trail grading, flood control facilities, open space perimeter fencing as may be required by the 404 Permit, maintenance access ramps, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Area shown in Exhibit "Y". Landowner shall use its commercially reasonable best efforts, including, but not limited to, retention of consultants that specialize in Army Corps consultations, to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Upon completion of the Preserve improvements set forth above, Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan.

3.12.11.2 Open Space Frontage Improvements. When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work and amounts of credits and reimbursements has been allocated for in the Parks Financing Plan allocated on a fair share basis.

3.13 School Fee Agreements. Landowner has entered or will enter into separate written agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Union High School District (collectively "the Districts"), to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements.

3.13.1 Preservation of School District Boundaries. City and Landowner acknowledge that the Center Unified School District, the Roseville Joint Union High School District and the Roseville City School District have established school district boundaries within the SVSP. City and Landowner also acknowledge that the aforementioned school districts base their financial planning and assumptions on, among other things, their current boundaries. Accordingly, City and Landowner will not initiate any school boundary changes unless and until the boards of trustees of all three school districts support any such boundary change(s) by adopted resolution. Moreover, City and Landowner agree that they shall not initiate or execute any petition in support of any boundary change between the respective school districts, unless and until the boards of trustees of all three school districts support any boundary change(s) by adopted resolution.

3.14 Miscellaneous Public Facilities and Services.

3.14.1 Fire Tax Equivalent Fee. The Fire Service Construction Tax set forth in Chapter 4.46 of the Roseville Municipal Code is no longer in effect. Landowner or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.

3.14.2 Placer County Capital Facilities Fee. In consideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

3.14.2.1 City Public Facilities Fee. Pursuant to Section 3.17.1.2 (i) below, the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit.

3.14.3 Public Benefit Fee. As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$ 845. Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The

Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.

3.14.4 Liens, Encumbrances, Covenants, Conditions and Restrictions.

Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments. Landowner shall, for each such conveyance, provide to City, at Landowner's expense, a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.

3.14.5 Signage for Future Public Facilities. Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: well site (WB-61), sewer lift station site (WB-62), park sites (WB-50, WB-51, WB-52), bike trails where they will abut residential property, and the school site (WB-60), per City specifications and applicable sign permits.

3.14.6 Library Facilities. Landowner agrees to participate and pay its fair share of the capital cost of library services in the event that the City should amend its current City-Wide Public Facilities fee to include library facilities or adopts any other equitable financing mechanism for the provision of library facilities.

3.14.7 Construction Waste. Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.

3.14.8 Weed Abatement on P/QP Parcels. Prior to dedication of any P/QP parcel to City, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards and to keep such parcel free from property transformation, either whole or in part, into a wetland or other legally protected area.

3.14.9 Orthophotography of Plan Area and GIS Support. Landowner agrees to participate with other SVSP property owners and pay its fair share, in the amount of \$1,464.00, of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$5,992.00. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.

3.15 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner, and shall be subject to any fees which may be enacted by City to implement any mitigation measures contained in the EIR.

3.16 Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its respective heirs, successors in interests and assigns, 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 or the United States with regard to any otherwise uncompensated or under-compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement that are required in conjunction with changes to this Agreement or the Specific Plan that are requested by Landowner, or that are logically implied by this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.

3.17 Community Facilities District – Public Facilities (Project Infrastructure).

3.17.1 Formation. Landowner and City may form a Community Facilities District or Districts for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Property ("Project CFD(s)"). If requested by Landowner, City and Landowner, shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements", excluding those items identified in Section 2.8) within and associated with the Project, including those improvements which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated and maintained by the City or another public agency.

More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, park and ride facilities, bus facilities, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management,

and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City.

Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, *et seq.* Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City and Landowner, in accordance with the financing plan for the Project, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/or separate CFDs such that default by one portion of the Project that may no longer be owned by Landowner of its CFD obligations does not place Landowner in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.

3.17.1.1 Nothing in this section shall be construed to require Landowner to form a CFD nor, if formed, to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.

3.17.1.2 If Landowner desires to pursue a Community Facilities District, City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner further agree that, with the consent of Landowner or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

- (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test).
- (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years.

- (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year.
- (d) Authorized facilities shall include, among other items, development impact fees for public improvements.
- (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.
- (f) Landowner may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees.
- (g) Landowner may utilize a phased bond sale or sales.
- (h) Landowner may utilize private placement of bonds.
- (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units:

(1) City-Wide Park Fee (Section 3.12.4)

(2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);

(3) Public Benefit Fee (Section 3.14.3).

City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale.

Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the

SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit.

Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City.

Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the Project desires to pay such fees in this Section 3.17.1.1 (i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to

be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless a Project property owner desires to pay such fees at the time of issuance of building permit(s).

3.17.1.3 Concurrent with any formation of a CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.

3.17.1.4 Nothing herein shall be construed to limit Landowner's option to install the public improvements through the use of traditional assessment districts or private financing.

3.17.2 Effect of CFD Financing on Credits and Reimbursements.

Wherever the terms of this Agreement provide for (a) credits or (b) reimbursements to Landowner for construction of certain improvements, and such improvements are financed by the CFD, development fees otherwise applicable to such improvements shall be adjusted as necessary to reflect construction with CFD funds. Credits or reimbursements owed to Landowner shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with CFD special taxes or bond proceeds.

3.18 Completion of Improvements. City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are

substantially complete to the satisfaction of the Public Works Director.

All wet utilities to be installed by Landowner will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Director.

3.19 Community Facilities District – Public Services (Services CFD).

3.19.1 Formation.

3.19.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property ("Public Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, *et seq.* The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses.

3.19.1.2 Zones of Benefit. The Services CFD may be divided as necessary into zones of benefit and between which the amount of assessment may vary.

3.19.2 Public Services. The Public Services CFD shall provide the funds required for the performance of maintenance, monitoring and reporting obligations and may include, but not limited to, the following:

3.19.2.1 Autumn leaf cleanup for collector and local streets;

3.19.2.2 Maintain neighborhood parks;

3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project;

3.19.2.4 Maintain bikeways and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches,

and striping);

3.19.2.5 Maintain City and neighborhood entry features within the Property, public rights-of-way and ancillary landscaping;

3.19.2.6 Conduct the environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR;

3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M Plans as determined by a PAR analysis described in Section 2.7.4 (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);

3.19.2.8 Maintain all water quality structural controls, storm management facilities (and programs) within RoW's and Open Space, including drainage swales constructed between storm drain outfalls and receiving waters;

3.19.2.9 Maintain flood control facilities including detention basins and created wetlands;

3.19.2.10 Maintain open space areas including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;

3.19.2.11 Maintain fire breaks within open space areas, including during any required Establishment Monitoring Phase;

3.19.2.12 Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, and other special features including structures, etc. included in the areas to be maintained through the Maintenance CFD, as indicated in the Design Guidelines; and

3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops, the dedicated bus lanes on Parcel WB-41, the park and ride lot, and bus signs.

3.19.3 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment imposed by the Public Services CFD.

3.20 Community Facilities District — Municipal Services.

3.20.1 Formation.

3.20.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District – Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, *et seq.* The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2009/10 City fiscal year, and as subsequently adjusted annually) shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.

3.20.2 Municipal Services. The Municipal Services CFD shall provide the funds required to offset the Project's impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.

3.20.3 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District, Center Unified School District or Roseville Joint Union High School District shall be excluded from any assessment, imposed by the Services CFD.

3.21 Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or maintenance easements for all Services CFD's to Landowner or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.

3.22 Grading Permit. Prior to the onset of any construction activities, the Landowner shall apply for and obtain a grading permit from the City. All plans shall meet or exceed the intent of the then approved City Standards. It is the Landowners responsibility to meet all criteria of any outside agency for grading adjacent to or within

the Open Spaces.

Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material.

With regard to any and all P/QP parcel dedications to City and at Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality/design to be installed by the Landowner.

3.22.1 Contour Grading Plan. Landowner shall submit a contour grading plan (the "Preliminary Contour Grading Plan") for City review and acceptance for the overall Project concurrently with the application for the first residential small lot tentative subdivision map in the Project. The Preliminary Contour Grading Plan shall serve as an informational tool to demonstrate how the overall earth work for the Project will balance and coincide with future improvements.

The Preliminary Contour Grading Plan shall consider the pipelines and facilities outlined in the Drainage and Sewer Master Plans in the development of street centerline grades. Edge conditions along the proposed developed areas and overland release points shall be delineated per City standards. The Preliminary Contour Grading Plan shall also identify cut and fill quantities for each Phase E through G and shall include a mass diagram for earthwork movement between phases and an identification of any import required to complete the Preliminary Contour Grading Plan. The Preliminary Contour Grading Plan Exhibit shall include existing topography and proposed finished grade contours in one foot (1') intervals along with depths of cut and fill in a grid pattern throughout the Project Area.

3.23 Disclosures to Subsequent Purchasers. This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of

any lots and/or residential units within the Property, of the following matters:

1. Designation of Westbrook Boulevard and Santucci Boulevard as truck routes.
2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit
3. The Project will be served by surface water supplies and by groundwater supplies.
4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.
5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers.
6. 60kV overhead power line easement on Parcels WB-5, WB-24, and WB-25, and fronting Parcels WB-1, WB-2, WB-21, WB-41, and WB-42.
7. Exclusive utility easement within Pleasant Grove Boulevard may be used for high-pressure natural gas lines through the area to serve the Roseville Energy Park.
8. Requirement for fifty percent (50%) reduction in construction waste stream.
9. Location of schools and parks within one mile.
10. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.
11. Location of the well site.
12. Location of wastewater treatment plant and sewer lift station.
13. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks.

14. Masonry walls, including walls adjacent to landscape corridors and other public facilities are owned by the City, which is responsible for their maintenance, repair and replacement.
15. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property.
16. Demand cycle control units operated by Roseville Electric on residential air conditioner units.
17. [For properties in the Center USD portion of the Project] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District.

If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 17, which may not be omitted or deleted from CC&Rs.

3.24 General Signage.

A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, the well, sewer lift station, pumping stations, aquifer storage and recovery facilities, and public facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, Public Works Director, and Electric Director, as appropriate, must review and approve sign layouts prior to installation/construction of any utility sites. The City Manager or his/her designee must review and approve sign layouts prior to installation/construction of any public facilities.

B) Affordable Housing: Landowner shall install signage at future affordable rental housing sites (excluding carriage units) describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The City Manager or his/her designee must review and approve sign layouts prior to installation by Landowner.

3.25 Reimbursement to West Roseville Specific Plan.

A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements as set forth in Exhibits "II" and "OO" to the WRSP development agreements, which have been and/or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in such Exhibits "II" and "OO" to the WRSP development agreements may include sewer, water, recycled water, and roadways. The reimbursements due the WRSP from the Project are also set forth in Exhibit "Z" to this Agreement. As set forth in this Section 3.25, Landowner shall pay its pro-rata share based on the number of DUEs allocated at the date of Project approval, as set forth in Exhibit "AA", to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following ratio:

Numerator: LDR/MDR residential units allocated to a large lot parcel at the date of Project approval (or DUEs for HDR projects/non-residential projects)

Denominator: Total number of DUEs in (1) the Plan Area, including the Property, (2) the WRSP, as may be amended from time-to-time, and (3) assumed for the Urban Reserve property in the EIR.

When DUEs are assigned to the Urban Reserve property in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve property, the DUEs for the Urban Reserve property will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or

issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel, subject to the following considerations:

- Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.25) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out.
- Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.25 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel.
- Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.25.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement:
 - (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or
 - (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or,
 - (3) if such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "Z" to this Agreement.

Prior to City approval, Landowner shall have the right to review such requests for reimbursement from the WRSP, including all such documentation.

B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as part of the WRSP. Landowner shall pay in one single payment its pro-rata share of such planning and environmental review costs sought to be reimbursed by the WRSP based on the acreage owned by Landowner compared to the total acreage within the WRSP

and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator, such costs to be increased by the CCI from the date that the WRSP incurred the reimbursable costs to the date of reimbursement, pursuant to Section 4.2.5 of the WRSP development agreements. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers.

C. So as to not delay implementation of the Project, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Project due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City.

D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the Project is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.25.A, and, as set forth in Section 3.25.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.25.A and yet to be invoiced or documented as set forth in this Section 3.25.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.25.A (and as set forth in Exhibit "AA"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "Z" to this Agreement, and as described in this Section 3.25.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Landowner, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.25.A, have been paid in full, with reimbursed funds paid by Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.25.E.

E. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "Z" to this Agreement may not have been completed and accepted by City. In such case, Landowner shall have the option of making payment to City for such yet-to-be built WRSP improvements as set forth in Section 3.25.D, or posting security acceptable to City, which could include a security bond. Such reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on actual costs, as set forth in Section 3.25A, or (2) to Landowner or any other SVSP landowner(s) should such SVSP landowner(s) construct such improvements.

F. All P/QP parcels to be dedicated to City or to another public agency, e.g., school districts, shall not be subject to reimbursement to the WRSP. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.

3.26 Reimbursements to Third Parties. In the event that third parties in the SVSP construct sewer, water and/or recycled facilities in Westbrook Boulevard through the Property, the Baseline Road 24" Water Line, and/or the SVSP fire station site, electric substation site, and solid waste recycling site, that are either required of or by Landowner or for which Landowner has responsibility for a pro-rata share, Landowner shall provide reimbursement to third parties for Landowner's share of the costs of such improvements as set forth in this Section 3.26. To effectuate reimbursement to third parties in the SVSP, Landowner shall pay to City a per DUE fee, to be paid large lot by large lot based on the ratio set forth below and the percentages set forth in Exhibit "BB", comprised of the following components, all as set forth in Exhibit "BB" to this Agreement: (i) Landowner's share of wet utilities in Westbrook Boulevard; (ii) Landowner's share of the Baseline Road 24" Water Line; and (iii) Landowner's share of the SVSP fire station site, electric substation site, and solid waste recycling site. References herein to payments on a "large lot by large lot basis" shall mean payments based on the number of DUEs planned for such large lot, as more fully described in the ratio set forth below, which payments shall be due upon the recordation of the first final small-lot map for LDR/MDR residential units or issuance of the first building permit for HDR projects or non-residential projects within such large lot.

Payments by Landowner based on estimates set forth in Exhibit "BB" to this Agreement for the wet utilities in Westbrook Boulevard shall be annually adjusted by the CCI from the Effective Date of this Agreement to the date of payment. Payments by Landowner based on estimates set forth in Exhibit "BB" to this Agreement for the

Baseline Road 24" Water Line and the SVSP fire station site (excluding land value), electric substation site (excluding land value), and solid waste recycling site (excluding land value), shall be adjusted annually by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payments.

Reimbursable costs shall include costs associated with design, engineering, construction management, staking, plan check and inspection fees, habitat mitigation (excluding any costs of state and federal permitting), and construction. Reimbursement for costs for design, engineering, construction management and staking shall equal twenty percent (20%) of identifiable costs of construction, as set forth in Section 4.2.3.

(i) In the case of the on-site sewer, water and recycled water facilities in Westbrook Boulevard, if third parties in the SVSP are required by City to construct such facilities, City shall pay to such third parties in the SVSP, as such construction costs are incurred by such third parties in the SVSP and approved by City, the fees described herein that have been paid, large lot by large lot, by Landowner, which Landowner shall continue to pay, large lot by large lot, until such time as City determines that such wet utilities would have otherwise have been required to support development of the Property, at which time Landowner shall pay, in one single payment, the unpaid balance of Landowner's share of the actual costs of construction of such facilities, adjusted annually as set forth in Section 4.2.5 of this Agreement, after the fees previously paid by Landowner to City as described in this Section 3.26 have been paid to the third parties in the SVSP. All reimbursements to and from third parties for wet utilities shall be based on the percentages as set forth in Exhibit "CC".

(ii) In the case of reimbursement from Landowner to third parties in the SVSP for the Baseline Road 24" Water Line (or to third parties in the PVSP or RUSP if they construct such water line) as set forth in Exhibits "O-1" and "O-2" to this Agreement, i.e., the segments W1 through W8 of the Baseline Road 24" Water Line defined in Section 3.8.3 above, Landowner, unless City determines all or a portion of such facility is required to serve the Project (in which case Landowner shall be required to construct all or a portion of such facility), shall pay to City, for payment to other SVSP landowners, as such construction costs are incurred by such other SVSP landowners and are approved by City, and via the fee described in this Section 3.26 to be paid large lot by large lot, its pro-rata share, based on the estimates in Exhibits "BB" and "CC" to this Agreement if the Baseline Road 24" Water Line has not been constructed, adjusted by the CCI from January 12, 2012, the Effective Date of the SVSP development agreements to the date of payment, or, once constructed, based on the actual cost of the Baseline Road 24" Water Line, adjusted annually by the CCI as set forth in Section 4.2.5 below. Landowner's pro-rata share of the Baseline Road 24" Water Line shall be based on the number of DUEs allocated at the date of the Project approval, as set forth in Exhibit "AA", to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following ratio:

Numerator LDR/MDR residential units allocated to a large lot Parcel at the date of Project approval (or DUEs for HDR projects/non-residential projects)

Denominator Total number of DUEs in the Plan Area, including the Property, and (2) assumed for the Urban Reserve Property in the EIR.

The considerations applying to payment by Landowner of Landowner's pro-rata share of the Baseline Road 24" Water Line to the SVSP as set forth above shall be the same as set forth in Section 3.25 of this Agreement for reimbursements to the WRSP.

(iii) For Landowner's pro-rata share of the SVSP fire station site, electric substation site and solid waste recycling center site, Landowner, via the fee described in this Section 3.26, shall pay to City, to be paid to the other SVSP landowners at the time of construction as construction costs are incurred by other SVSP landowners and approved by City, its pro-rata share, as set forth in Exhibit "BB", of the estimated costs for grading, any required access road, any frontage improvements as defined in Exhibit "BB", and any other improvements specified in Exhibit "BB", adjusted annually by the CCI (but excluding the land value of each site, whose costs shall not be adjusted annually by the CCI) from January 12, 2012, the Effective Date of the SVSP development agreements, to the date of payment, according to the pro-rata shares therefore set forth in Exhibit "BB". After each of the SVSP fire station site, solid waste recycling site, and/or electric substation site has been constructed by other SVSP landowners (or, in the case of the electric substation site, by Landowner, as set forth in Section 4.2.2.1 below), Landowner's payment, large lot by large lot, of its pro-rata share of the SVSP electric substation site, fire station site and/or solid waste recycling site to other SVSP landowners shall be based on actual costs of construction, adjusted annually as provided for in Section 4.2.5.

Payment by Landowner for reimbursements due for the facilities set forth in Exhibit "BB" shall satisfy in full Landowner's obligation for payment of its pro-rata share of the costs of improvements due from Landowner to landowners in the balance of the SVSP. For all reimbursement payments by Landowner to third parties or to City to be paid to third parties provided for in this Section 3.26, once such payment by Landowner has been made for residential units or DUEs, as the case may be, for a large lot based on estimated costs of improvements, Landowner shall have no further obligation for those residential units or DUEs, as the case may be, should actual costs of construction for the improvements exceed the estimated costs. Likewise, if actual costs

of construction are less than the estimated costs of improvements for which reimbursement has been made by Landowner for residential units or DUEs, as the case may be, for a large lot, there shall be no repayment of the overpayment from the reimbursed party or parties to Landowner for those residential units or DUEs for which reimbursement payments were previously made based on estimated costs.

In all cases of payment by Landowner for its pro-rata share of costs for improvements as provided in this Section 3.26, Landowner shall pay its pro-rata share of costs based on estimates set forth in Exhibits "BB" and "CC" to this Agreement until such time as actual costs of construction have been reviewed and confirmed by City.

ARTICLE 4. CITY OBLIGATIONS

4.1 City Cooperation. City agrees to cooperate with Landowner in securing all permits that may be required by City and, to the extent applicable, state and federal agencies. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent, delay 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.

4.2 Credits and Reimbursements. Landowner may, pursuant to this Agreement, finance construction of certain improvements, including but not limited to roadways, sewer, water, recycled water, solid waste, park, bike trails, drainage and/or electrical facilities which would otherwise be paid for by the City or other parties and which serve and benefit other properties or which would be financed by existing or future City fees.

City and Landowner agree that, in consideration of Landowner financing of such improvements that may be part of a City project for which the City is collecting development impact fees, Landowner, upon entering into an improvement agreement with City and posting security for improvements, shall be entitled to credits and/or reimbursements (reimbursements are applicable when improvements are completed, or as otherwise provided in Sections 3.5.2, 3.5.7, 3.12.8 and 3.12.9), as set forth below, which credits and reimbursements are owned personally by Landowner and do not run with the Property to successors and assigns, unless Landowner provides written notice to City that said credits and reimbursements have been assigned by Landowner to a third party.

City shall make best efforts to collect reimbursements from third parties outside the SVSP that have been financed by the Landowner, for infrastructure improvements benefiting those third parties, as set forth in Sections 4.2.2 – 4.2.7.

Such personal ownership of credits and reimbursements by Landowner apply to all credits and reimbursements set forth in this Section 4.2 and all subsections thereto, and all other credits and reimbursements provided under this Agreement. City shall use its reasonable best efforts to establish a program to track credits owned by Landowner as provided in this Section 4.2, provided that Landowner hereby agrees to hold the City harmless for any credits that are misapplied by City.

4.2.1 City Extension of Credits. To the extent Landowner advances the cost for the construction of infrastructure included within existing, or to be included in future, City fee programs, City shall provide, if funds are available, reimbursement to Landowner, and if funds are not available for reimbursement, then City shall grant to Landowner a credit for such costs applied against their respective fee obligations for the Project, subject to the provisions of Sections 3.5.2, 3.5.7, 3.12.8 and 3.12.9 above, and provided that in no case shall the amount of credits exceed Landowner's costs of construction of such infrastructure, as defined in Section 4.2.3 below.

4.2.2 Reimbursement by Third Parties. In the case of public road, sewer, water, recycled water, drainage or electric improvements which abut property or traverse through property owned by third persons and other public improvements which are oversized or are constructed by Landowner, even if not oversized, to benefit property owned by third persons outside of the Project, including property designated Urban Reserve, Landowner shall be entitled to receive a reimbursement from the benefited property owner(s) (and not the City) for the pro rata cost of the improvements, and, in the case of any over sizing, the pro rata cost of the improvements which exceed Landowner's obligation.

Reimbursement may be provided directly from the owner abutting such improvements or from a community facilities district or any such other infrastructure financing district if such a district is formed by or includes such properties and includes monies for the construction of said improvements. Exhibit "BB" contains a listing of improvements subject to reimbursement to Landowner from benefited property owners for improvements, including improvements that exceed Landowner's obligations.

City shall use its best efforts, to the extent City has the authority to do so, to impose the foregoing obligation to pay said reimbursement, as a condition of development of such benefited property owned by third parties, at the time such property owner requests a discretionary approval or other such entitlement from City for development of the benefited property whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of the formation of a CFD

and issuance of bonds for such CFD serving development by such third parties or recordation of the first large lot subdivision map serving the development by such third party, subject to the provisions below.

4.2.2.1 SVSP/Project Reimbursements. The foregoing provisions of this Section 4.2.2 notwithstanding, in the case of reimbursement from other SVSP landowners (excluding the Urban Reserve) to Landowner for improvements that Landowner is obligated to construct that benefit such other SVSP landowners, reimbursement to Landowner from these other SVSP landowners shall be made in the following manner:

1. For any portion of wet utilities constructed by Landowner in Westbrook Boulevard, as set forth in Sections 3.6.6, 3.8.3 and 3.9.2, and in Exhibits "K-1", "K-2", "O-1", "O-2", "Q", "BB", and "CC" to this Agreement, reimbursement of one hundred percent (100%) of the SVSP's share of the actual costs of such improvements shall be paid by other SVSP landowners to City, to be paid to Landowner, adjusted annually as provided for in Section 4.2.5 below, at the time that such other SVSP landowners would have otherwise been required by City to construct such improvements. City shall also pay to Landowner the share of Landowner's previous payments to City, made large lot by large lot, allocated to the wet utilities in Westbrook Boulevard, as provided for in Section 3.26 above.
2. For the Baseline Road 24" Water Line, if the City determines that all or a portion of such improvement is required to serve the Project and thus Landowner must construct such facility, other SVSP landowners shall reimburse Landowner, via payment to City for payment to Landowner, for one hundred percent (100%) of the SVSP's share of the actual costs of such constructed improvements, adjusted annually as provided for in Section 4.2.5 below, at the time that such other SVSP landowners would have otherwise been required by City to construct such improvements.
3. If Landowner is required to construct the SVSP electric substation site in order to continue development of the Project beyond the level provided for in Section 3.11.3 above, then, at the time that other SVSP landowners would have been required to construct the SVSP electric substation site under their development agreements with City, these other SVSP

landowners shall reimburse Landowner for 100% of the SVSP's share of the actual cost of construction of the SVSP electric substation site, adjusted annually as provided in Section 4.2.5, less Landowner's share of the land cost for the electric substation site, and City shall pay to Landowner the share of Landowner's previous payments to City, made large lot by large lot, allocated to the electric substation site, as provided for in Section 3.26 above. Upon reimbursement by these other SVSP landowners to Landowner and City payment to Landowner of the share of previous payments made by Landowner to City allocated to the electric substation site, Landowner shall have no further obligation for any reimbursement payments, large lot by large lot or otherwise, for its share of the costs of the electric substation site.

4.2.3 Reimbursable Hard Costs. The "hard costs" of construction to be credited to Landowner by the City, and to be reimbursed to Landowner by a third party, shall consist of the identifiable costs of construction, plus 20% assumed for the "soft costs" of design, engineering, construction, construction management, permitting, environmental mitigation requirements, staking, and plan check and inspection fees as set forth in Exhibit "BB," and, as to the "hard costs" of construction, confirmed by City for the reimbursable or credited work.

4.2.4 Reimbursable Planning and Environmental Costs. The SVSP Participating Landowners have paid the costs for the preparation of the City Feasibility Studies, other technical studies, the Specific Plan, including Design Guidelines, Development Standards, and the Specific Plan EIR, and delinquent charges by Urban Reserve properties paid by such SVSP Participating Landowners. Such preparation has benefited property owned by third persons within the Annexation Area. The SVSP Participating Landowners are therefore entitled to receive reimbursement from such benefited property owners, including Landowner (and not the City), for the pro rata share of such benefited property owners. The pro rata share of each such benefited property owner, including Landowner, shall be based on the gross acreage owned by the benefited property owner compared to the total gross acreage within the SVSP and the Urban Reserve, as described in the EIR, and as set forth in Recital B. Landowner's share of the reimbursable planning and environmental costs due to the SVSP Participating Landowners is \$ 509,868, which amount has been verified by the City. At least one (1) business day prior to first reading of the ordinance approving this Agreement, Landowner shall deposit \$ 509,868 (plus the interest described below to the date of the deposit) with City, to be paid by City in separate checks directly to the SVSP Participating Landowners based on acreage in the previously approved Specific Plan according to the following schedule: (i) Fifty percent (50%), or \$254,934, to be paid by City one (1) business day after first reading of the ordinance approving this Agreement,

and (ii) the remaining 50%, or \$254,934, within five (5) business days after the expiration of any legal challenge period(s) regarding the MND and this Agreement (except as provided below), provided that no legal challenges have been filed against either the MND or this Agreement, or both, during such legal challenge periods by or for or on behalf of SVSP Participating Landowners, and/or their respective officers, employees, agents, officials, and/or surrogates (hereinafter "SVSP Surrogates") including, but not limited to, provision by SVSP Participating Landowners of any financial, legal and/or other assistance to SVSP Surrogates, as determined by the City in its sole and absolute discretion. If City, in its sole and absolute discretion, determines that no such litigation by SVSP Participating Landowners and/or SVSP Surrogates has been so filed, and no public comments were filed by SVSP Participating Landowners and/or SVSP Surrogates challenging the MND or this Agreement prior to the City Council action on the second reading of the ordinance approving this Agreement, City shall pay the remaining 50% of these planning and environmental costs within five (5) business days after expiration of the hereinabove referenced legal challenge period(s) for CEQA claims against the MND and/or this Agreement, i.e., thirty (30) days after filing of the NOD after each of the first and second reading of the ordinance approving this Agreement. If the City, in its sole and absolute discretion, determines that Participating SVSP Landowners and/or SVSP Surrogates have filed or caused to be filed such litigation, then the obligation hereunder for release of the funds by City shall be deferred until successful resolution of such litigation upholding the MND or this Agreement or both. In any case, i.e., whether or not litigation is filed, Landowner, for reimbursements under this Section 4.2.4, shall be obligated to pay to City, to be reimbursed to SVSP Participating Landowners, interest at a rate of the prime interest rate charged by national banks as set forth in the Wall Street Journal, plus two percent (2%), up to a total of ten percent (10%) from January 12, 2012, the date that the annexation of the Property to the City was complete, to the date of reimbursement, as calculated on an annual basis on the anniversary date of the Agreement, all as set forth in Section 4.2.5 of the SVSP development agreements.

4.2.5 Increased Amount of Reimbursements. Reimbursements from third parties for improvements shall be annually increased by the CCI from the date that Landowner incurred the reimbursable cost to the date of reimbursement.

4.2.6 Term for Credits and Reimbursements. City's obligation to provide any credits or to pay or assist in obtaining any reimbursements to Landowner that accrues hereunder shall terminate thirty (30) years after the Effective Date of this Agreement.

4.2.7 Not a Limitation. Nothing in the foregoing Section 4.2 shall be construed to limit Landowner from receiving, in consideration of the improvements to be constructed by Landowner hereunder, any other credits or reimbursements from City otherwise provided under then existing City policy, rule, regulation or ordinance.

4.2.8 Landowner Reimbursement to Placer 2780. Pursuant to Section 4.2.7.1 of the City's development agreement with Baseline P&R, LLC, City obligated the owner of the Property to reimburse a third party, Placer 2780, LLC ("Placer 2780"), for Placer 2780's planning and environmental costs incurred on a portion of property owned by Placer 2780 while such property was part of the Specific Plan. Such costs were established in City's development agreement with Placer 2780 in the amount of \$241,708. Subject to City's receipt, review and approval of invoices for such planning and environmental review costs prior to release of funds to Placer 2780, at least one (1) business day prior to first reading of the ordinance approving this Agreement, Landowner shall deposit \$ 241,708 with City, to be paid by City directly to Placer 2780 as follows: (i) Fifty percent (50%), or \$120,854, to be paid by City one (1) business day after first reading of the ordinance approving this Agreement, and (ii) the remaining 50%, or \$120,854, to be paid one (1) business day after second reading of the ordinance approving this Agreement, in full satisfaction of Section 4.2.7.1 of the Baseline P&R, LLC development agreement with City.

4.3 Applications for Permits and Entitlements.

4.3.1 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 Entitlements and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner.

4.3.2 Maps and Permits. Provided that the Public Facilities CFD, if applicable, has been formed and is duly authorized to levy the special tax therefore in accordance with Section 3.17 hereof, and further provided that the Public Services CFD and Maintenance Services CFD have been or will at the time of the requested final approval be formed and authorized to levy the special taxes against the applicable portion of the Property in accordance with this Agreement, and further provided that Landowner is not in default of this Agreement, City shall not refrain from approving final residential lot subdivision maps nor shall it cease to issue building permits, certificates of occupancy or final inspections for development of the Property that is consistent with the Entitlements. The acceptance, review and approval of any application for a final residential lot subdivision map, final non-residential subdivision map or building permit may be conditioned upon the formation of the Public Facilities CFD, if applicable, and the submission of petitions to form the Public Services CFD and Maintenance Services CFD or annex the Property into the Public Services CFD and/or Maintenance Services CFD, as applicable. Prior to such formation and/or annexation, City shall accept, for review, processing and approval, consistent with the Entitlements, applications for tentative residential lot and non-residential subdivision maps and for tentative and final large lot subdivision or parcel maps consistent with the Parcels

described by the Specific Plan for the Property.

City acknowledges that under Government Code Section 66452.6, the term of a tentative subdivision map will be automatically extended for a period of time where a sub-divider is obligated to install certain improvements located outside the boundaries of the subdivision. In determining the term of any tentative subdivision map approved by the City for the Property, or any portion thereof, and without limiting the effect of any other provisions of the Government Code dealing with map extensions, the City agrees that the CFD Improvements described hereunder shall be treated as such off-site improvements for purposes of applying Section 66452.6 of the Government Code.

A subdivision, as defined in Government Code Section 66473.7, shall not be approved unless any tentative map prepared for the subdivision complies with the provisions of said Section 66473.7; this provision is included in this Agreement to comply with Government Code Section 65867.5.

4.3.3 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.

4.4 Subdivision Map Act Waiver. Notwithstanding any other provisions 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 subdivision maps to the extent that each such period does not exceed one hundred fifty (150) days beyond the time otherwise provided by law, unless Landowner and City mutually agree to another time limit.

4.5 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).

4.6 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent City resolutions, ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically

overturns City's approval of the Entitlements, that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the land use designations, permitted or conditionally permitted uses on the Property, design requirements, density and intensity of uses as set forth in the Entitlements, and as further set forth in Section 2.4.1 above, and that any such resolution, ordinance, initiative or referendum shall not apply to the Entitlements and the Project. Notwithstanding any other provision of this Agreement, Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted and applied on a uniform, City-Wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Landowner and the Property and to all other public or private owners and properties directly affected thereby. By way of example only, an ordinance which would preclude the issuance of a building permit due to a City-Wide lack of adequate sewage treatment capacity to meet additional demand would directly concern an imminent public health issue under the terms of this paragraph and would support a denial of a building permit within the Property or anywhere else in the City if approval would require additional sewage treatment capacity. However, an effort to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not be deemed to directly concern an imminent public health or safety issue under the terms of this paragraph.

4.7 Subsequent Proposed Development. City and Landowner acknowledge that the terms of this Agreement provide for substantial financial commitments by Landowner to ensure that the Project results in a net positive fiscal effect on the City and its residents. City agrees to use its best efforts to assure that the development agreements in connection with any subsequent annexation and associated specific plan shall be subject to financial commitments of the same or greater magnitude as those made by Landowner under this Agreement, to the extent allowed by law. This provision shall not apply to development of infill areas within the City.

4.8 Essence of Agreement. Sections 2, 3, 4, 5 and 6 are the essence of this Agreement.

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 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 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 normally scheduled periodic review, said party may give written notice of default 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 other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

5.2 Annual Review. City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. 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 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in 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. Landowner shall be responsible for the cost reasonably and directly incurred by the

City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

Upon not less than thirty (30) days written notice by the City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the City in order to ascertain compliance with this Agreement.

In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, 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 the Planning Commission.

If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

5.3 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, acts of terrorism, 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.

5.4 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. Provided, however, that the Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been

constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

5.6 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.

ARTICLE 6. HOLD HARMLESS AGREEMENT

Landowner and its successors-in-interest and assigns, 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 the operations of Landowner, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless 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 successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore.

ARTICLE 7. 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.

ARTICLE 8. 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.

ARTICLE 9. GENERAL

9.1 Enforceability. The City agrees that unless this Agreement is amended or canceled 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, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

9.2 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.

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

9.4 Severability. Except as set forth herein, 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; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

9.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Roseville Municipal Code, as it may be amended, provided that such amendments do not impair the rights granted to the parties by this Agreement.

9.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

9.7 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

- a. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.
- b. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Landowner in the performance of Landowner's obligations under this Agreement.
- c. If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this

Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.

- d. Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

ARTICLE 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
311 Vernon Street
Roseville, California 95678

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

Westpark S.V. 400, LLC
1700 Eureka Road, Suite 140
Roseville, CA 95661
Attention: John Murray

With a copy to:

Marcus J. Lo Duca, Esq.
Lo Duca & Avdis, LLP
3200 Douglas Boulevard, Suite 300
Roseville, CA 95661

Any of the parties may change the address stated herein by giving notice in writing to the other parties, and, thereafter, notices shall be addressed and delivered to the new address.

ARTICLE 11. ASSIGNMENT

From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit "DD" and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed property.

ARTICLE 12. FORM OF AGREEMENT, EXHIBITS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties.


IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 5079, adopted by the Council of the City of Roseville on the 20th day of June, 2012.

CITY OF ROSEVILLE,
A municipal corporation


By: 
Ray Kerridge
City Manager

LANDOWNER:

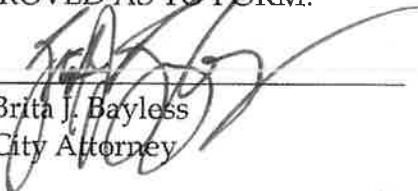
WESTPARK S.V. 400, LLC
a California limited liability company

By: 
Jeff Jones
Manager

ATTEST:

By: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 
Brita J. Bayless
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
Paul Richardson
Planning Director

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On June 26, 2012, before me, Judy Moore, Notary Public, personally appeared Ray Kerridge, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of the which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Judy Moore
Notary Public in and for said State



Document: Development Agreement By and Between the City of Roseville and Westpark S.V. 400, LLC Relative to the Sierra Vista Specific Plan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of PLACER }

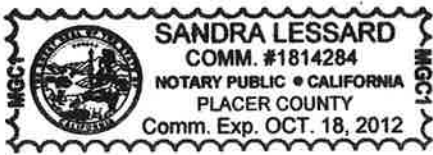
On JUNE 6, 2012 before me, SAUDRA LESSARD, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared JEFF JONES
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Sandra Lessard
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: 6/6/12 Number of Pages: 90+ Exhibits

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

LIST OF EXHIBITS

- Exhibit A Property Legal Description
- Exhibit B Property Map
- Exhibit C Annexation Area and Plan Area
- Exhibit D Specific Plan Property Ownership
- Exhibit E Land Use Plan
- Exhibit E-1 RS/DS Development Standards
- Exhibit F Affordable Housing Sites
- Exhibit G Phasing Plan
- Exhibit H Road Improvements
- Exhibit I Traffic Signals
- Exhibit J Sewer Facilities
- Exhibit K-1 Wastewater Facilities for Reimbursement
- Exhibit K-2 Wastewater Reimbursement Schedule
- Exhibit L Groundwater Well
- Exhibit M Water Conservation Plan
- Exhibit N Water Facilities
- Exhibit O-1 Water Facilities for Reimbursement between Sierra Vista, Landowner and Urban Reserve
- Exhibit O-2 Water Facilities for Reimbursement between Sierra Vista, Landowner and Placer County Projects
- Exhibit P Recycled Water Facilities
- Exhibit Q Recycled Water Facilities for Reimbursement

- Exhibit R Drainage Facilities
- Exhibit S Post Development 100 Year Floodplain
- Exhibit T Electric Utility Improvements
- Exhibit U 60kV Easement Areas
- Exhibit V Parks and Open Space
- Exhibit W Parks Financing Plan
- Exhibit X Bikeway Master Plan
- Exhibit Y Open Space Preserve Areas
- Exhibit Z Reimbursements to West Roseville Specific Plan
- Exhibit AA DUE Allocation to Specific Plan Parcels for WRSP Reimbursements
- Exhibit BB Infrastructure Phasing and Reimbursement Schedule
- Exhibit CC Wet Utilities Reimbursement Responsibilities
- Exhibit DD Sample Assignment and Assumption Agreement

Exhibit A
Property Legal Description

EXHIBIT "A"

WESTBROOK

ALL THAT REAL PROPERTY IN THE COUNTY OF PLACER, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

PARCEL ONE: APN (017-150-019 & 025)

THE SOUTH QUARTER OF THE NORTH HALF AND THE SOUTH HALF OF SECTION 26,
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

EXCEPTING THEREFROM THE SOUTH 1056 FEET OF SAID SECTION 26

PARCEL TWO: (APN 017-150-002)

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 11 NORTH,
RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

PARCEL THREE: (APN 017-150-023)

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 11 NORTH,
RANGE 5 EAST, MOUTH DIABLO MERIDIAN.

EXCEPTING THEREFROM THE SOUTH 1056 FEET THEREOF.

Containing 397.4 acres, more or less.

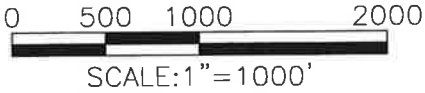
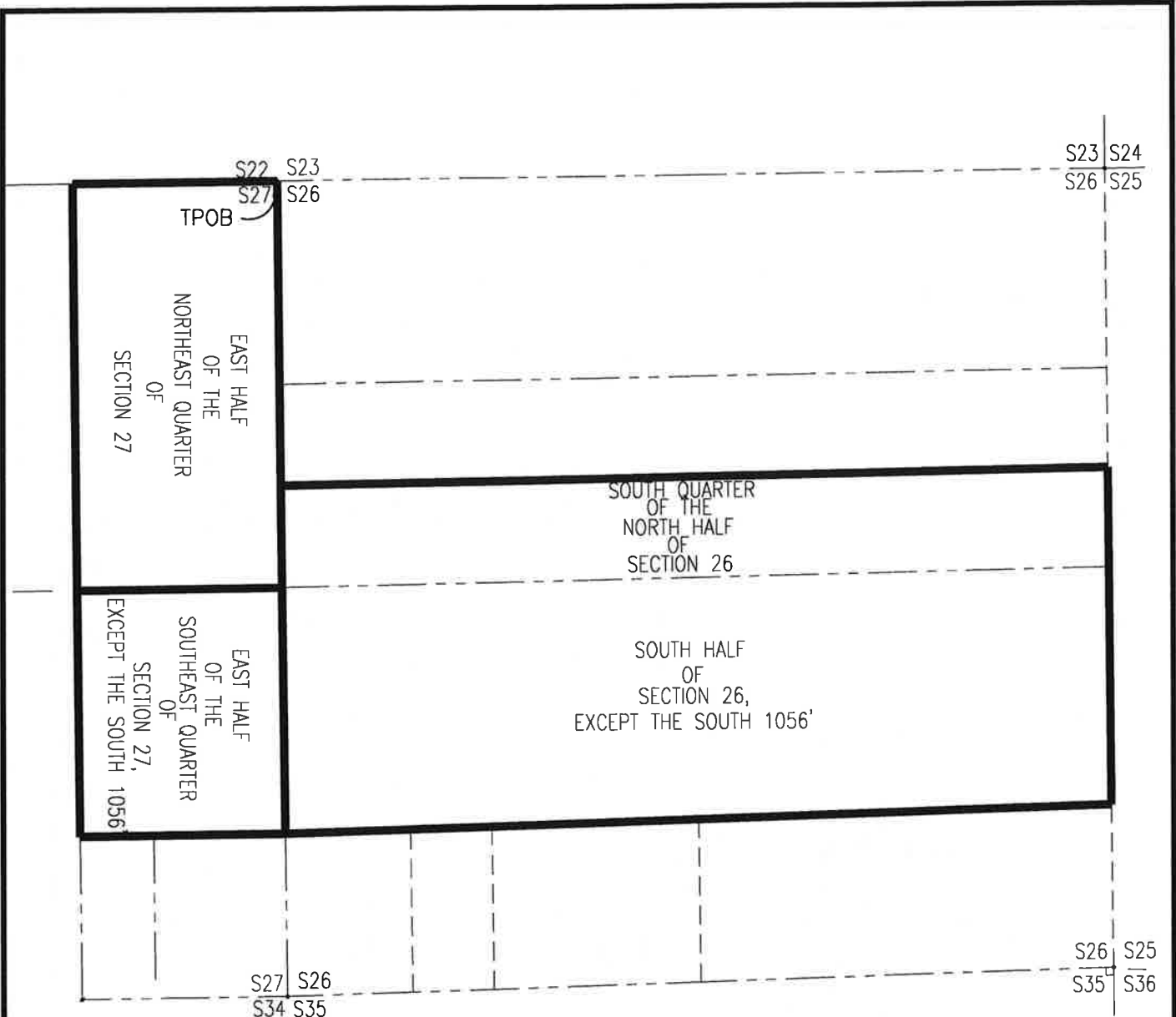


EXHIBIT "B"
PROPERTY MAP
WESTBROOK
PLACER COUNTY

MACKAY & SOMPS
CIVIL ENGINEERS, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CALIFORNIA

DWK	1"=1000'	03/17/2011	18437-000
DRAWN BY	SCALE	DATE	JOB NO.

Annexation Area & Plan Area

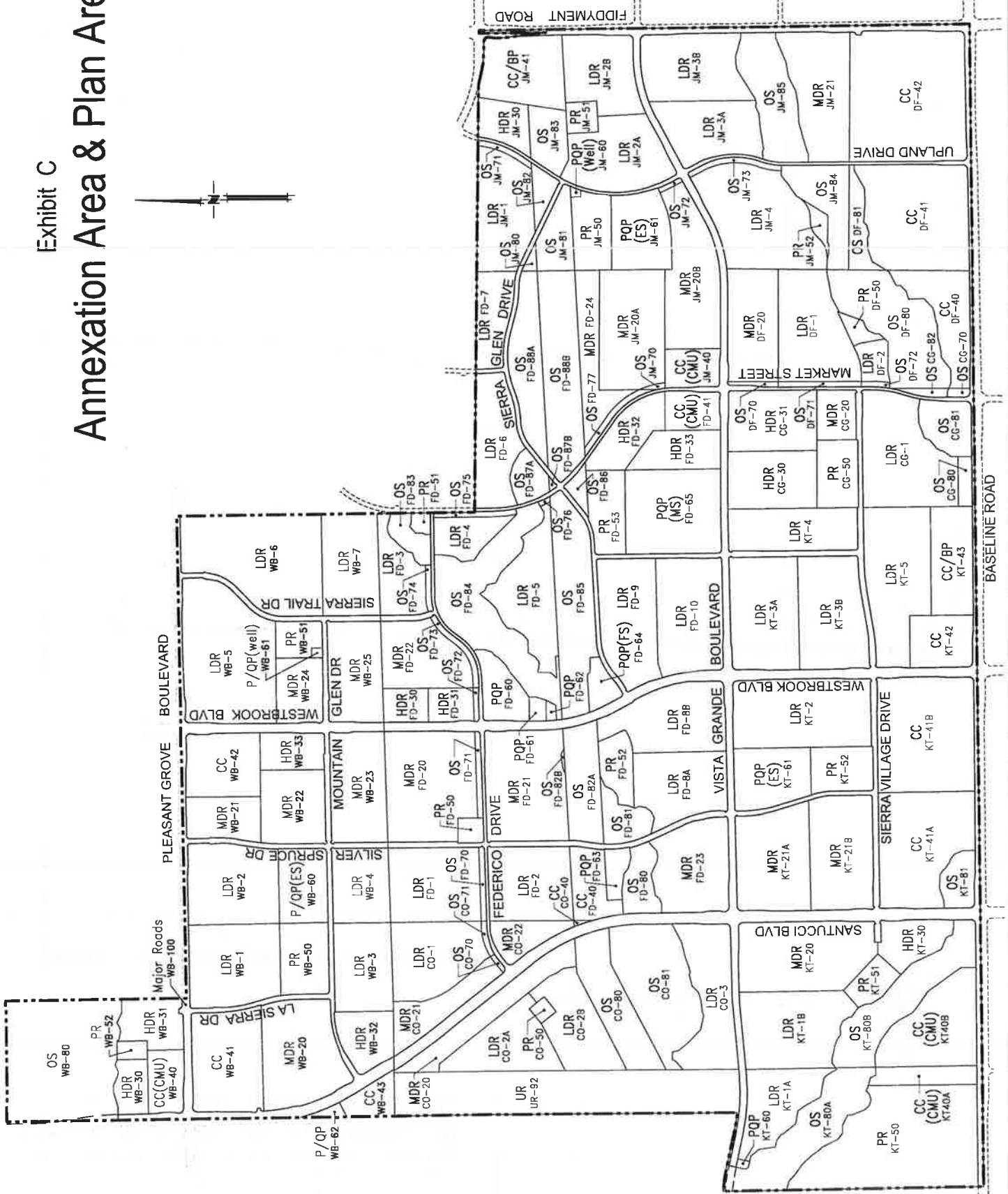


Exhibit D Specific Plan Property Ownership

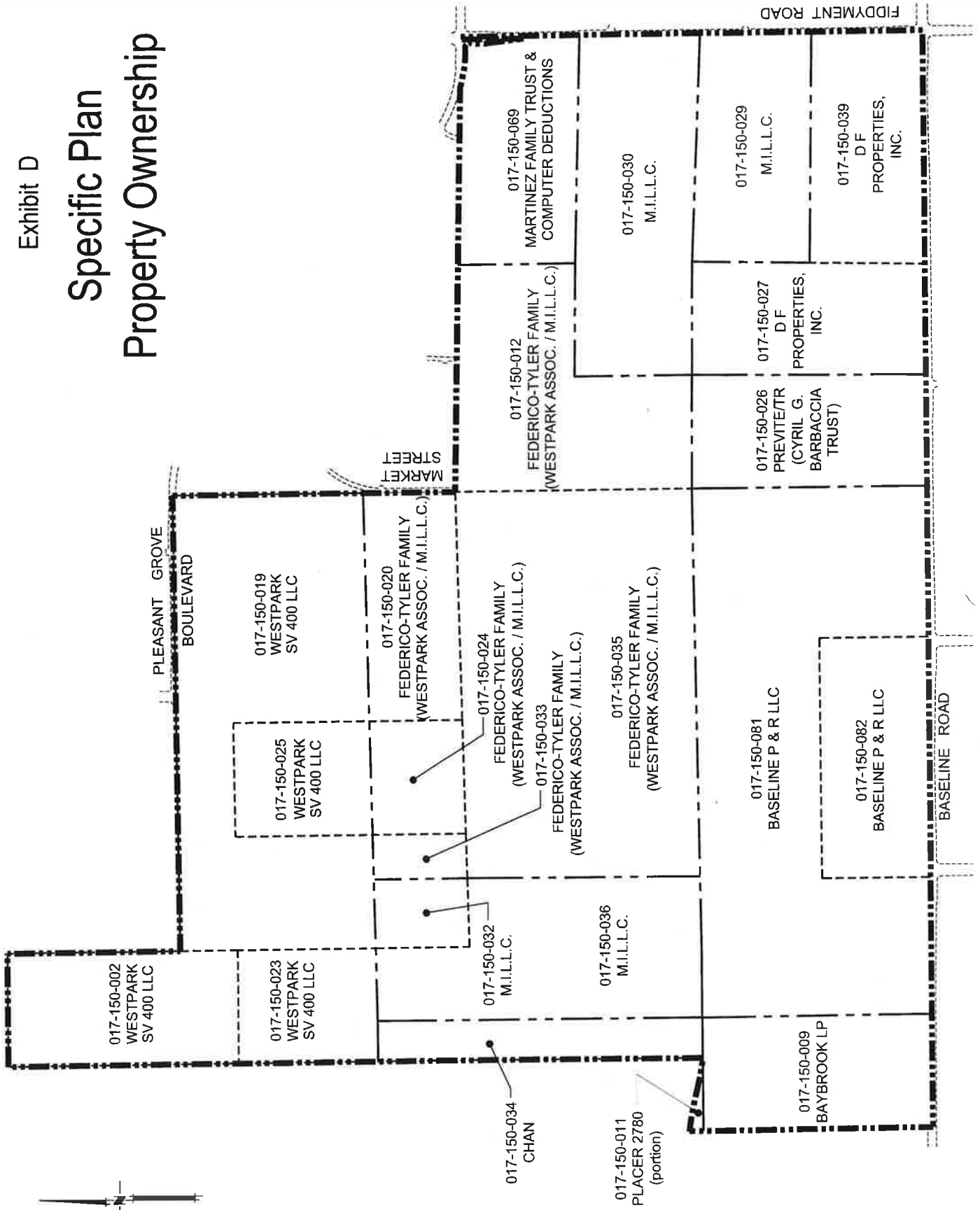


Exhibit E
Land Use Plan

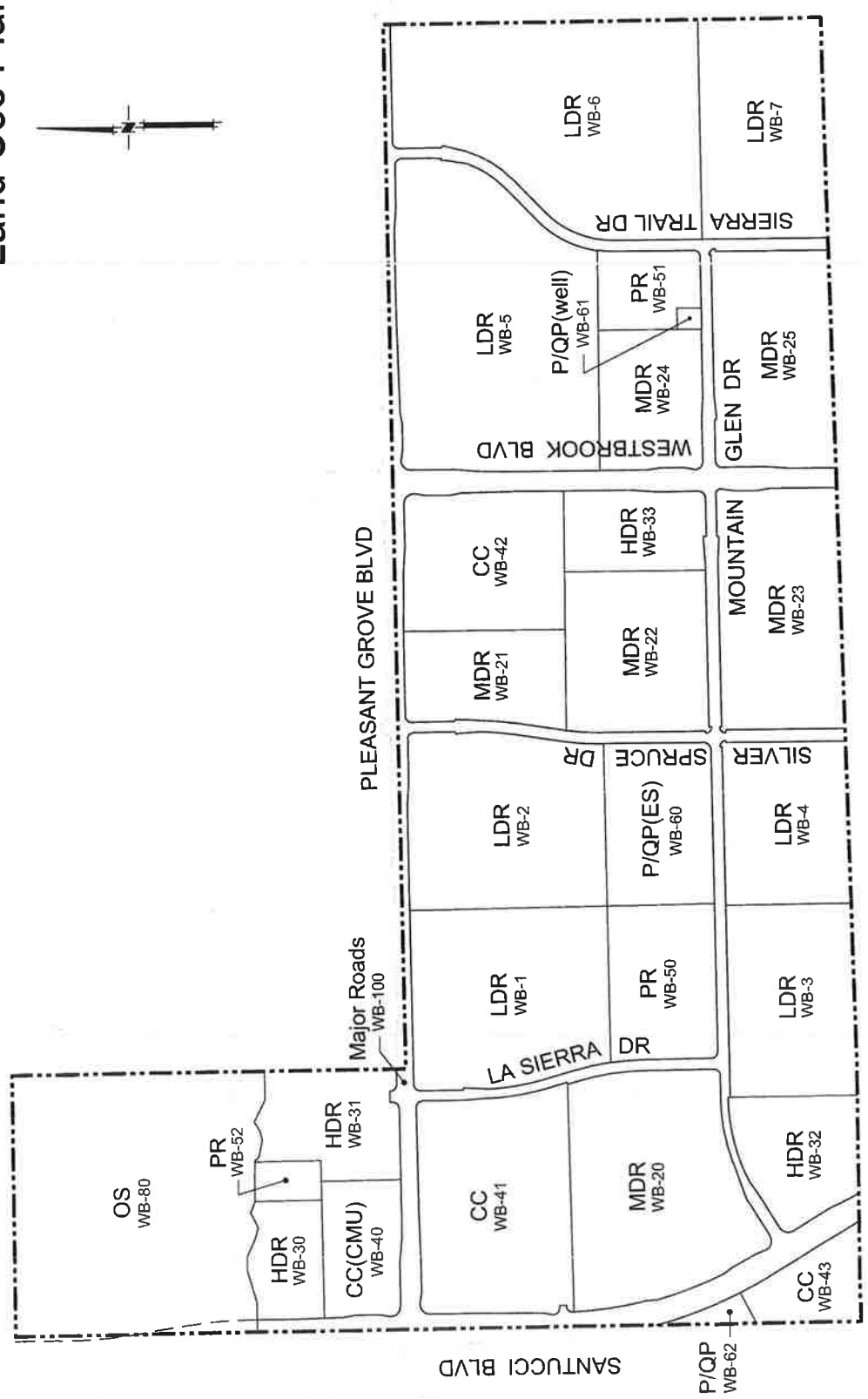


Exhibit E-1

RS/DS Development Standards

Exhibit E-1: RS/DS Development Standards

	Single Family with Attached Sidewalk ⁴	Single Family with Separated Sidewalk ^{2,4}
Lot Size (minimum)		
Area, Interior Lot	3,000 sq. ft.	2,800 sq. ft. ²
Area, Corner Lot	3,300 sq. ft.	3,000 sq. ft. ²
Width, Interior	45 ft.	45 ft.
Width, Corner	52.5 ft.	47.5 ft.
Permitted Density (maximum per lot)		
Residential Density	1 dwelling; 1 second unit	1 dwelling; 1 second unit
Setbacks (minimum)		
Front ³	<i>14 ft. to living space or side wall of garage; 18 ft. min. driveway depth w/roll up garage door.</i>	<i>9 ft. to single-story living space or side wall of garage; 18 ft. min. driveway depth w/roll up garage door.</i>
Sides ^{3, 5}	5 ft. interior; 12.5 ft. street side on corner	5 ft. interior; 7.5 ft. street side on corner
Rear	10 ft. to 1 st story wall 15 ft. to 2 nd story wall	10 ft. to 1 st story wall 15 ft. to 2 nd story wall
Coverage (maximum)		
Site Coverage	None & no min. usable open space required	None & no min. usable open space required
Height (maximum)		
Height	35 ft.	35 ft.
Other Provisions		
Front Yard Stagger	<i>None required, but optional per unit design</i>	<i>None required, but optional per unit design</i>
2nd story wall separation	10 ft.	10 ft.
Two-story unit mix	No limit	No limit
Stagger for 3 rd car garages	2 ft. between 3rd car bay and two-car garage	2 ft. between 3rd car bay and two-car garage

¹ Items in *italics* represent modifications to City Zoning Ordinance standards.

² Sidewalk separated from back of curb by 5-foot planter strip.

³ Front setback (and side setback where adjacent to street) measured from back of walk. If no sidewalk is present, setbacks measured from back of curb. Minimum separation between two-story elements shall be 10 ft.

⁴ A DRRS permit (required for neighborhoods greater than 7 du/ac) will be used to ensure compliance with the standards above.

⁵ Fence side yard setback is 5' from back of walk where facing a street with an attached sidewalk. Fence side yard setback is 2.5' from back of walk where facing a street with a detached sidewalk.

Exhibit F Affordable Housing Sites

LEGEND

 AFFORDABLE HOUSING SITE
(as defined in the approved Specific Plan document and Development Agreement)

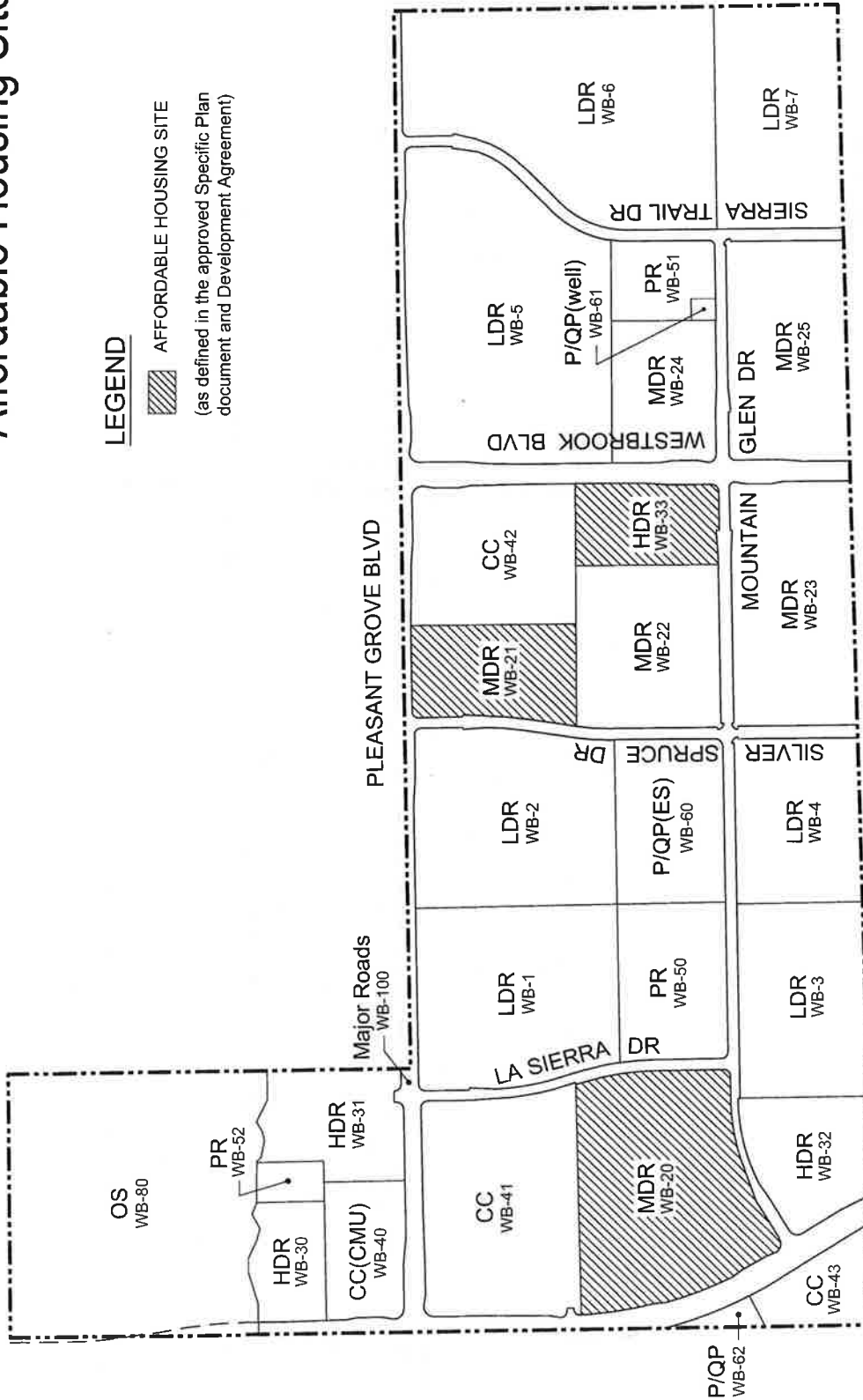


Exhibit G
Phasing Plan

LEGEND
 — PHASE LINE

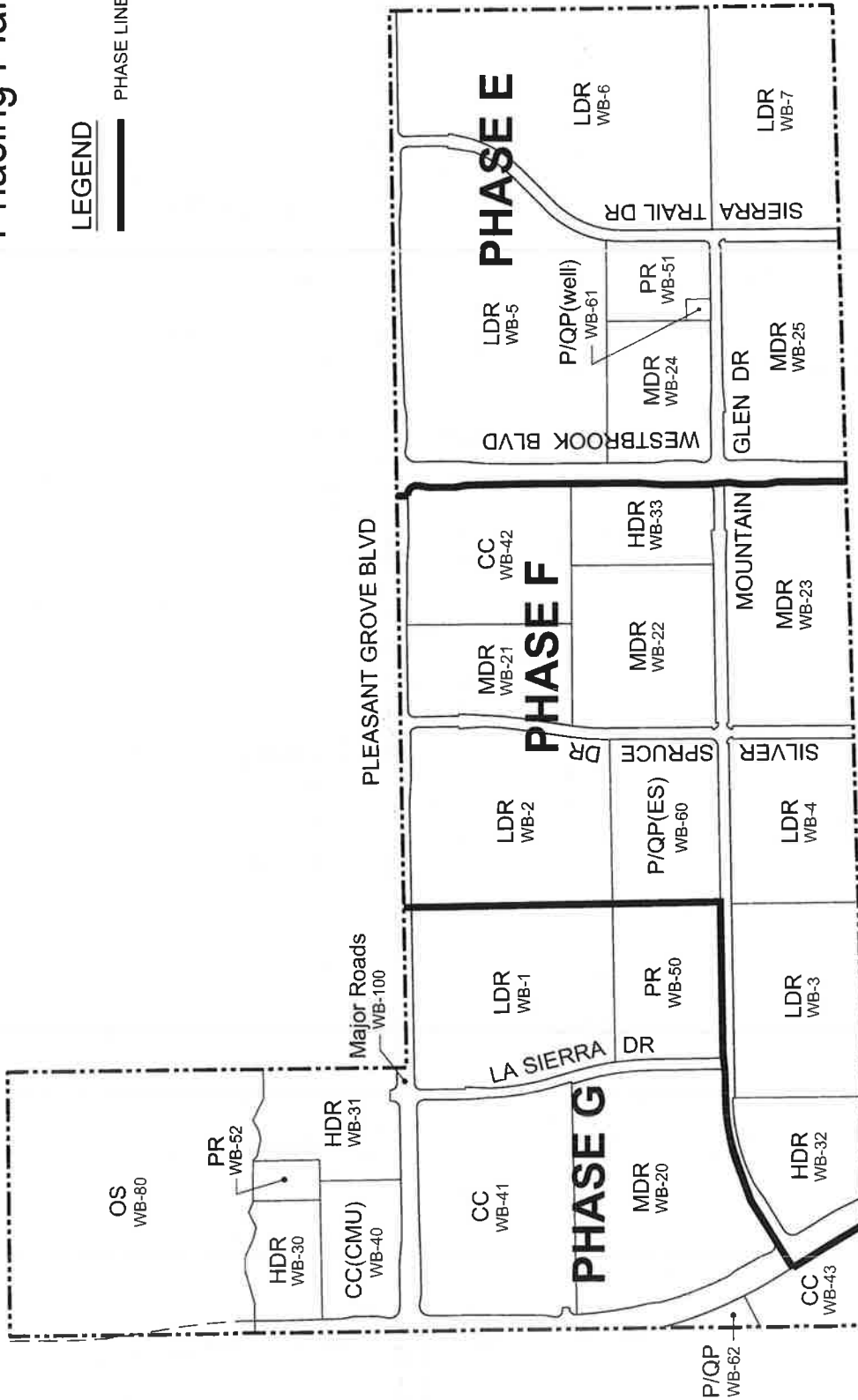


Exhibit H

Road Improvements

LEGEND

4, 6 or 8 LANE ARTERIAL STREET

PRIMARY RESIDENTIAL
(may be part of a Tentative Map in-tract improvement)

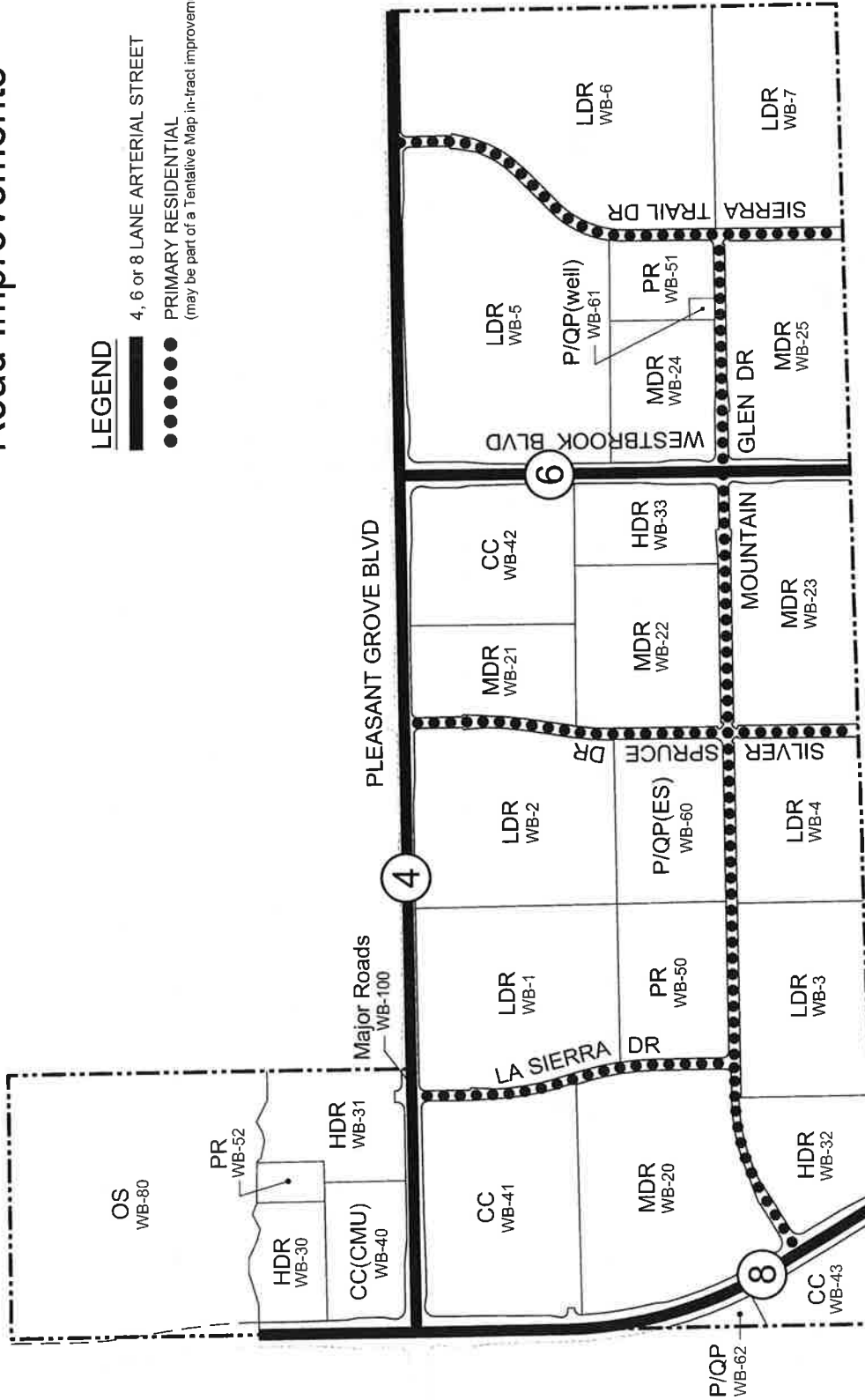


Exhibit I
Traffic Signals

LEGEND

● TRAFFIC SIGNAL (financed by TMF)

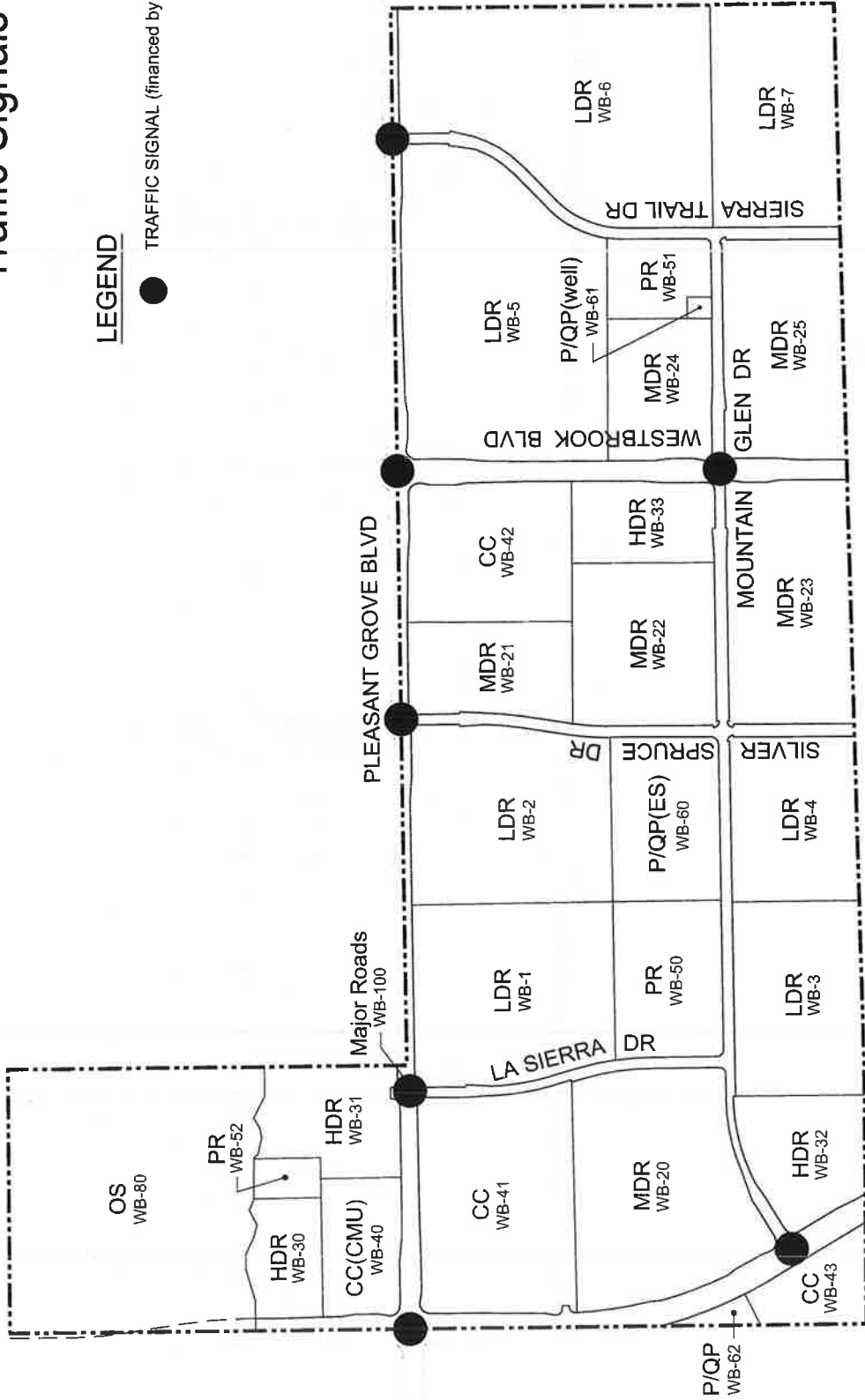


Exhibit J Sewer Facilities

LEGEND

- SEWER MANHOLE
- 12" S GRAVITY SEWER PIPE (with size)
- SEWER LIFT STATION
- [FM] — SEWER FORCE MAIN
- > DIRECTION OF FLOW

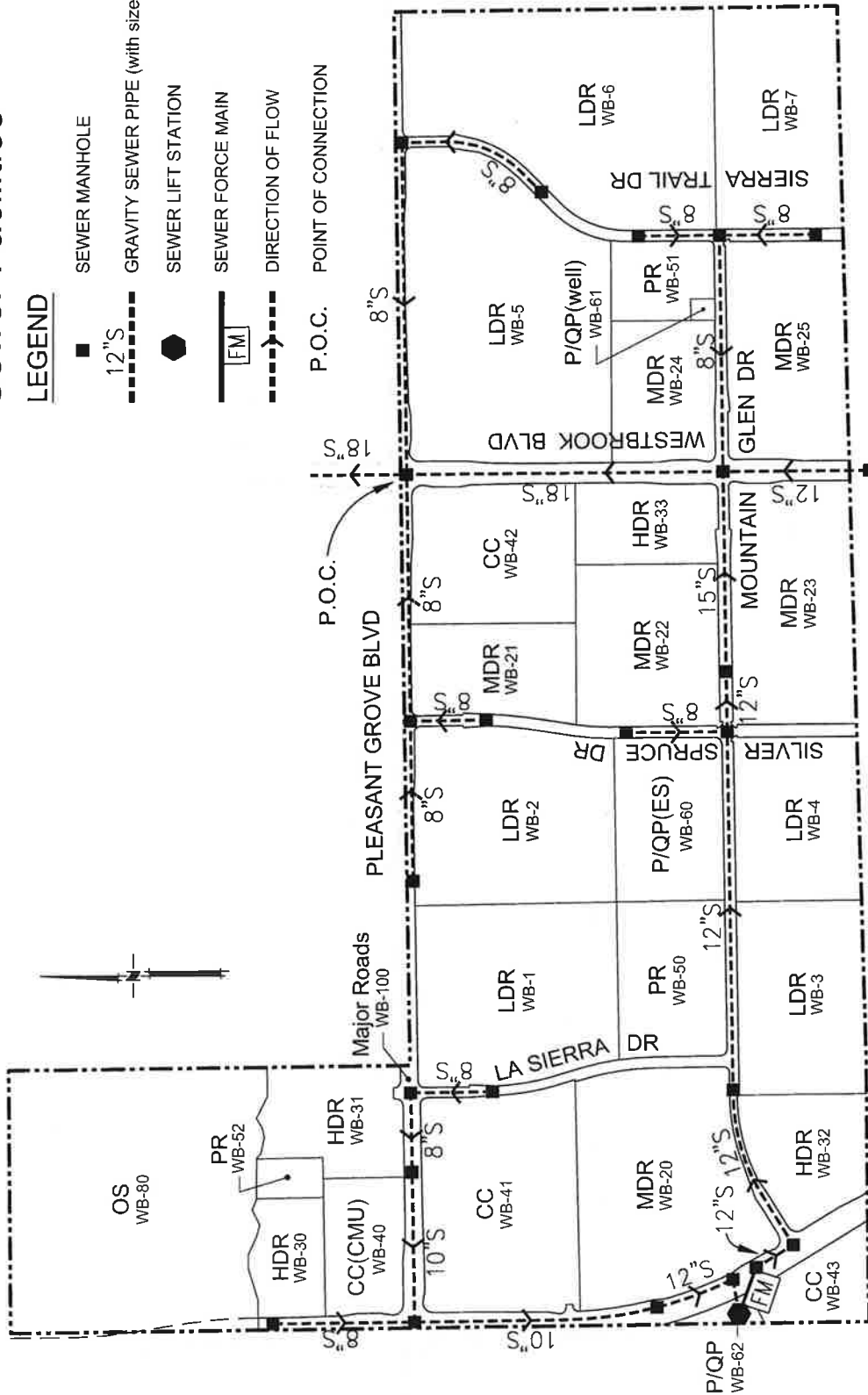


Exhibit K-1

Wastewater Facilities for Reimbursement

LEGEND

- SEWER MANHOLE
- 12" S GRAVITY SEWER PIPE (with size)
- SEWER LIFT STATION
- [FM] — SEWER FORCE MAIN
- > DIRECTION OF FLOW
- P.O.C. POINT OF CONNECTION

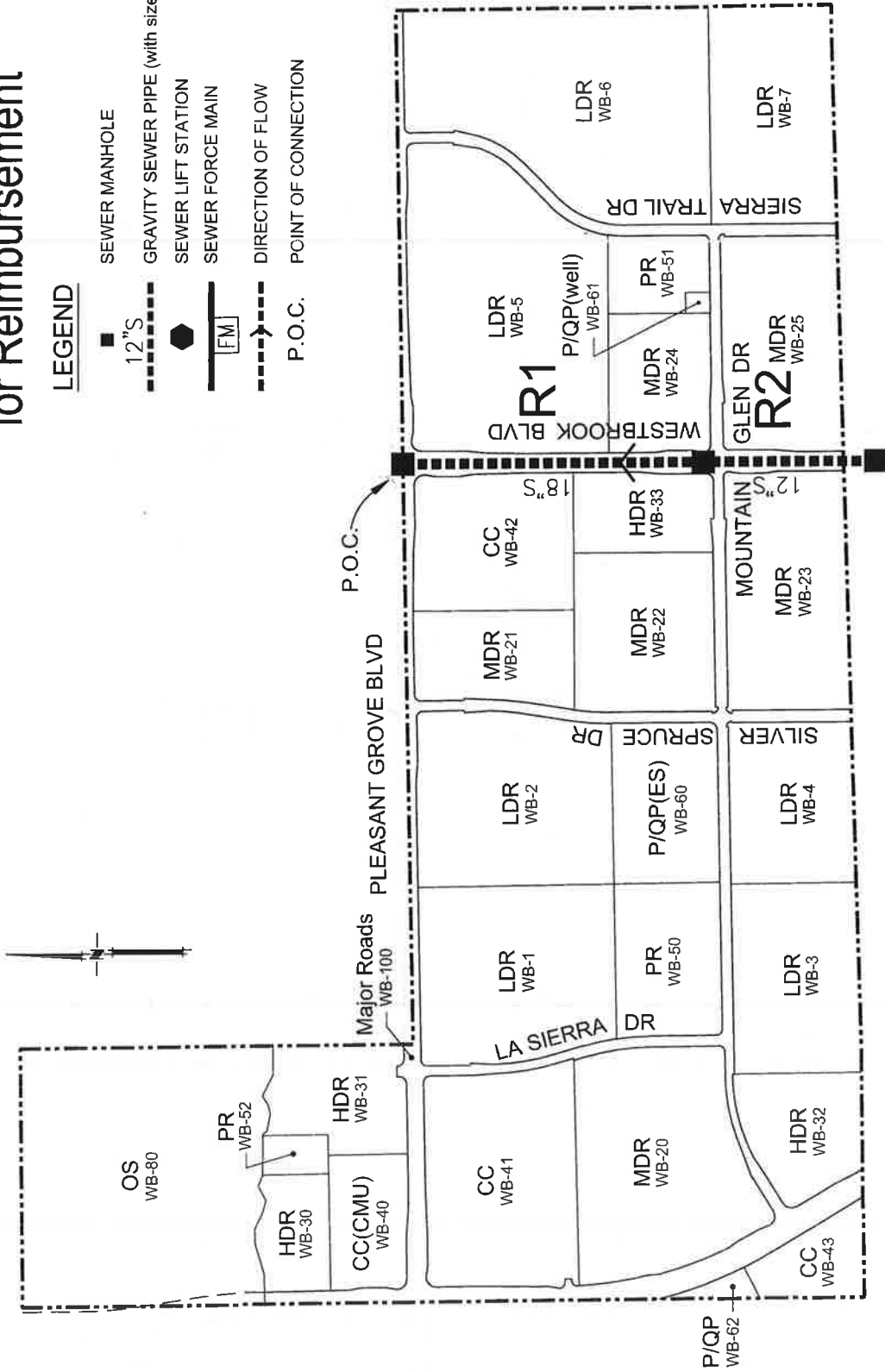


Exhibit K-1

Exhibit K-2

Wastewater Reimbursement Schedule

SANITARY SEWER RESPONSIBILITY											
No	CONTRIB. NODE #	SEWER LINE SEGMENT	PIPE SIZE (inches)	QA (mgd)	CONTRIBUTING FLOW (mgd)			% RESPONSIBLE			
					SVSP	WESTBROOK	WESTBROOK	SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3
1	70	R2	12	0.151	0.151	0	0	100.0	0.0	0	0
2	270	R1	18	0.484	0.151	0.333	0.333	31.2	68.8	0	0
TOTAL SANITARY SEWER											

Exhibit L Groundwater Well

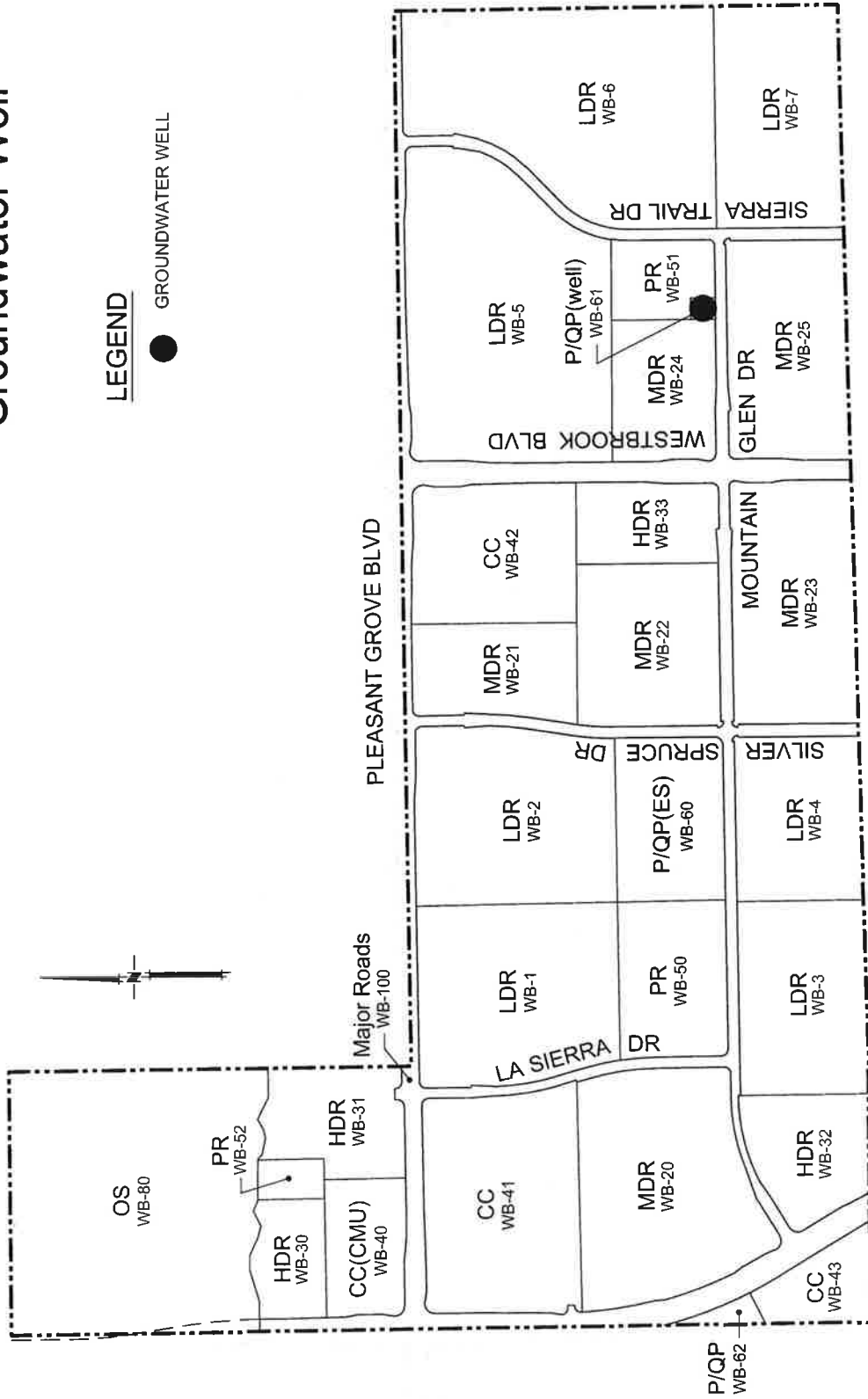


Exhibit M

Water Conservation Plan

Technical Memorandum



To: Jeff Jones

From: Jacky Bowen

Reviewed by: Curtis Lam

Subject: Westbrook, A Portion of the Sierra Vista Specific Plan
Water Conservation Plan

Date: September 29, 2011

Introduction

HydroScience Engineers (HSE) was retained by Westpark S.V. 400, LLC, to prepare a Water Conservation Plan (WCP) for the Westbrook development, a portion of the Sierra Vista Specific Plan. The City of Roseville (City) has requested that the Owner incorporate water conservation measures into the Westbrook design to reduce the overall potable and recycled water demands.

This technical memorandum fulfills the City's request that a water conservation plan be prepared, and identifies potentially feasible efforts and planning approaches to reduce water usage in the Westbrook development, a portion of the Sierra Vista Specific Plan. The potential reduction in demand for several of these methods is presented in this memorandum. This is done in the following steps:

- Develop a baseline water use inventory for the project
- Identify and describe methods for reducing water consumption
- Estimate the reduction in water demand using the recommended measures

Baseline Water Use

The baseline water use for the project was established using the City's standard water use factors. These water use factors are based on historic data and water use trends developed by MWH in TM #1 (MWH, 2002). These factors are presented in **Table 1**. It was noted that these water demands include both potable and recycled water usage in Westbrook. Additionally, all water conservation calculations do not include the 2% system losses.

Table 1: Water Use Factors and Demands

Land Use Designation	Abbreviation	Total Area (acres)	Dwelling Units	Water Use Factor ¹	Annual Demand ² (AFY)
Residential					
Low Density Residential	LDR	141.0	705	600 gpd/DU	474
Medium Density Residential	MDR	79.4	635	430 gpd/DU	293
High Density Residential	HDR	24.9	689	177 gpd/DU	137
Non-Residential					
Commercial Mixed Use	CC (CMU)	5.2	-	2,598 gpd/acre	15
Community Commercial	CC	32.9	-	2,598 gpd/acre	96
Park	PR	15.5	-	2,988 gpd/acre	52
Elementary School	P/QP	10.0	-	3,454 gpd/acre	39
Well Site	P/QP	0.25	-	1,780 gpd/acre	0.5
Lift Station	P/QP	0.45	-	1,780 gpd/acre	0.9
Open Space	OS	36.6	-	0 gpd/acre	0
Landscape Corridor	LC	14.9	-	2,988 gpd/acre	50
Paseo	P	1.7	-	2,988 gpd/acre	6
Major Roads	ROW	35.0	-	-	0
Totals		397.4			1,162
Total Demand with 2% System Losses					1,185

Notes:

1. Demand use factors are based on the "Phase II Report TM 7" factors in Table 1-1 of MWH's TM1 (MWH, 2002).
2. Annual demand based on the Westbrook land use plan, updated August 1, 2011.

For single-family residential areas, the annual water demands shown in **Table 1** were subdivided based on estimated residential water usage for the City, as presented in **Table 2**. This estimate was used to quantify the impact the various conservation measures would have on the Project's water demand.

Table 2: Typical Residential Water Usage

Use	Percent of Total Use ¹
Landscaping	51%
Toilets	13%
Faucets, cooking, cleaning	10%
Shower	9%
Clothes washer	8%
Bath	6%
Toilet leaks	2%
Dishwasher	1%

Notes:

1. Typical water usage based on information in the City of Roseville FAQs regarding water conservation - <http://www.roseville.ca.us/faqs/categoryqna.asp?id=7#790>

Water demands were separated for the front and back yards of LDR and MDR parcels to allow for different conservation measures to be applied in each yard. Steps like limiting turf in the front yards may not necessarily be feasible in the back yards of these parcels. LDR and MDR properties typically have a driveway in the front of the house, resulting in a slightly larger area in the back yard requiring irrigation. This resulted in an estimate of 60% of the total landscape demand applied to the back yard and 40% for the front yard.

The base front yard demand is 40% of the total landscape demand of 51% (**Table 2**), or 20.4% of total residential water usage. The base backyard demand is 60% of the total landscape demand of 51% (**Table 2**), or 30.6% of total residential water usage. The estimated baseline water use is shown in **Table 3**.

For high-density residential (HDR) land usage, exterior irrigation demands were calculated based on the calculations contained in the Westbrook Recycled Water Master Plan, since that area would be irrigated with recycled water.

Table 3: Residential Base Water Use

Land Use Designation	Annual Demand (AFY)	Annual Front Yard Demand (AFY)	Annual Back Yard Demand (AFY)	Total Annual Irrigation Demand (AFY)
Low Density Residential	474	97	145	242
Medium Density Residential	293	60	90	150
High Density Residential1	137	18	0	18
Total	904	175	235	410

Notes:

1. Demand for HDR parcels was calculated differently from LDR and MDR parcels, as described above. Demand for HDR parcels was not separated into front and back yard demand since traditional front and back yards are not typically present on HDR parcels.

Methods for Reducing Water Consumption

Methods that could be used in combination to reduce water consumption in Westbrook are presented below.

Limiting the amount of turf in front yards and replacing turf with low water use plantings:

One of the simplest and most effective ways to conserve water is to limit the area of turf being irrigated or exchanging higher water use plant materials such as turf for lower water using plant materials. Planting varieties are available that dramatically reduce water demand when used to replace turf. The actual demand for these plantings will depend on the individual species planted. Data provided by the City water conservation staff indicates replacing turf with low water use plantings could reduce irrigation demands by 70%.

Residential: It was assumed that replacing turf with low water use plantings could be accomplished on all types of residential property, including low, medium, and high-density residential parcels. In order to assess the potential impact of this change on residential parcels, the following assumptions were made:

- When accounting for driveways and hardscape areas, the landscaped area in the front yard for low and medium density residential units represents 75% of the front yard area. Of this landscaped area, it was assumed that 70% of the front yard area was turf and 5% was low water use plantings. The turf area would be reduced to 42% of the front yard.
- Planting the remaining 28% of the front yard landscaped area with low water using materials results in:
 - 25% hardscape (driveway, paths)
 - 42% turf
 - 33% low water use plantings
- For the Roseville area, low water use plantings on average use 30% of water used on turf (a 70% water savings). This estimate is based on data collected by the Fair Oaks Horticultural

Center that low water use plantings use between 65-75% less water than an average turf lawn (Garden Notes, June 2008).

- Low water use plantings use low volume systems like a drip or micro spray system designed to achieve uniformity of 90% rather than an overhead spray irrigation system. This also assumes that landscaping is irrigated properly (no over- or under-watering).

Table 4 presents the base and new residential landscaped areas.

Table 4: Reduced Landscape Turf Areas

Land Use Designation	Front Yard Irrigated Area ¹	Base Condition		Base Condition with Water Conservation	
		Turf Area	Low Water Use Area	Turf Area	Low Water Use Area ²
Low Density Residential	75%	70%	5%	42%	33%
Medium Density Residential	75%	70%	5%	42%	33%
High Density Residential	75% ³	70%	5%	42%	33%

Notes:

1. As a percentage of the front yard
2. Includes 5% existing low water use plantings + 28% new water use plantings.
3. Represents the percentage of the entire exterior area for HDRs.

It was noted that recycled water would be used to irrigate the high-density residential land uses, and thus would conserve recycled water.

Table 5 presents the results of the residential water savings for replacing landscape turf.

Table 5: Reduced Landscape Turf Water Savings – Residential

Land Use Designation	Annual Front Yard Demand ^{1,2} (AFY)	Annual Front Yard Turf Demand (AFY)	Reduced Turf Annual Front Yard Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Low Density Residential	97	95	70	27	Potable
Medium Density Residential	60	59	44	16	Potable
High Density Residential	18	18	13	5	Recycled
Total	175	171	127	48	

Notes:

1. From Table 3.
2. Demands for High Density Residential parcels represent full irrigation demand since there is no distinction between front yard and back yard

As an example of how these values were calculated, the calculation for the annual front yard turf demand and the reduced annual front yard demand are presented below.

For the annual front yard turf demand, as calculated for low-density residential land-uses, 75% of the front yard area is landscaped; 70% turf and 5% low water use plantings. Since low water use plantings use 30% of the water required for turf, this 5% area is equal to 1.5% turf area. This resulted in the following annual front yard demands.

$$\text{Turf: } 97AFY * \left(\frac{70\%}{71.5\%} \right) = 95AFY \qquad \text{Low Water Use: } 97AFY * \left(\frac{1.5\%}{71.5\%} \right) = 2AFY$$

For the reduced annual front yard demand, as calculated for low-density residential land uses, reducing the base turf area in the front yards from 70% to 42% and replacing that area (28%) with low water use plantings resulted in the following annual demands.

$$95AFY * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 2AFY = 70AFY$$

Non-Residential: Turf reduction on non-residential parcels within Westbrook was assumed to be employed in the parks, landscape corridors, paseos, and right-of-ways. The assumptions used to estimate water conservation in these areas are as follows:

- Parks assumed to use 98% of all water for landscape irrigation.
- Parks estimated to irrigate approximately 75% of their parcel area. It was assumed the 75% turf would be reduced to 60%, with the remaining 15% turf being converted to low water use plantings.
- For the Roseville area, low water usage plantings assumed to use 30% of the water used on turf (a 70% water savings).
- Low volume irrigation systems like a drip or micro spray system design will be used for low water use areas to achieve uniformity of 90% rather than an overhead spray irrigation system.
- Right-of-way streetscapes, landscape corridors, and paseos were assumed to use 100% of their water for landscape irrigation.
- Right-of-way streetscapes, landscape corridors, and paseos were assumed to irrigate approximately 80% of their parcel area with turf. This was reduced to 30% turf and 50% low water use plantings.

Table 6 presents the results of the water savings for replacing landscape turf for non-residential parcels.

Table 6: Reduced Landscape Turf Water Savings – Non-Residential

Land Use Designation	Annual Irrigation Demand ² (AFY)	Base Turf Area ¹	New Turf Area ¹	Low Water Use Area ¹	Reduced Irrigation Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Parks	41	75%	60%	15%	36	5	Recycled
Landscape corridor	46	80%	30%	50%	26	20	Recycled
Paseo	5	80%	30%	50%	3	2	Recycled
Right of way	38	80%	30%	50%	21	17	Recycled
Total	130				86	44	

Notes:

1. As a percentage of the parcel area.
2. This incorporates the reduction in water demand to account for only the fraction used for irrigation of parks described above.

Smart Irrigation Controller: A smart irrigation controller restricts irrigation to only the times and water application rates that are really needed. Demand for water varies greatly with weather patterns and time of year. Standard irrigation schedules do not account for actual weather conditions during the day, week, or month that could vary significantly from normal weather patterns. This deviation can result in significant water waste. A smart irrigation controller can account for these variations by using information for both weather and soil moisture conditions.

Fourteen studies estimating the percentage of water conservation associated with the use of smart irrigation controllers were summarized in a paper published by the US Bureau of Reclamation (USBR, April 2008). These studies estimated the range of water savings associated with their use to be between 7 to 41%.

It was noted that the references estimated water savings when going from one type of controller to the smart irrigation controller. However, not all houses have controllers for both the front and back yards. Some existing houses use impact heads connected to a hose to irrigate their front or back yards. This irrigation method is less efficient and results in higher water waste. Additionally, the developer will educate the homeowner on how to use the smart irrigation controller. Considering these issues, the percent of water savings for this measure using smart irrigation controllers was estimated at 20%.

The additional savings expected with the use of a smart irrigation controller are presented in **Table 7**. All of the land using turf reduction measures would also employ smart irrigation controllers. These calculations assume that the area of turf is reduced as described above.

Table 7: Smart Irrigation Controller Water Savings

Land Use Designation	Original Demand (AFY) ¹	Reduced Demand (AFY)	Water Savings (AFY)	Water System Savings
Low Density Residential				
Front Yard	70	56	14	Potable
Back Yard	145	116	29	Potable
Medium Density Residential				
Front Yard	44	35	9	Potable
Back Yard	90	72	18	Potable
High Density Residential	13	10	3	Recycled
Parks	36	29	7	Recycled
Landscape Corridor	26	21	5	Recycled
Paseo	3	2	1	Recycled
Right of Way	21	17	4	Recycled
Total	448	358	90	

Notes:

1. Original demand includes the turf reduction water conservation measures that were previously described.

As an example of how these values were calculated, for the low-density residential front yards, the annual demand is 70 AFY. Assuming that this demand is reduced by 20% when using smart irrigation controllers, the reduced demand is estimated to be:

$$70 \text{ AFY} * (80\%) = 56 \text{ AFY}$$

Recirculating hot water: Recirculating hot water systems use a pump to keep the water in the hot water lines circulating back to the water heater to keep the water in the hot water lines hot. This provides hot water at the tap immediately and prevents having to let cold water flow until the water heats up. These systems can be operated in a number of different ways but all conserve water in the same manner. For this study, it was estimated that each draw for hot water would waste approximately 1.25 gallons per day per dwelling unit. This is equivalent to drawing water through 50 ft of 3/4-inch pipe with each draw, and drawing hot water in this manner six times per day per dwelling unit. The expected savings are presented in **Table 8**.

Table 8: Re-circulating Hot Water Savings

Land Use Designation	Dwelling Units (DU)	Water Savings for Recirculating Hot Water (AFY)	Water System Savings
Westbrook			
Low Density Residential	705	6	Potable
Medium Density Residential	635	5	Potable
High Density Residential	689	6	Potable
Total	2,029	17	

As an example of how these values were calculated, for the low-density residential land use, the total number of dwelling units is 705. The reduced water demand would be estimated to be:

$$705DU * 7.5 \frac{gal}{day} * \frac{AF}{325,851gal} * 365day / yr = 6AFY$$

Summary

The water conservation measures selected for implementation for Westbrook are the same measures recently adopted by the City in other Water Conservation Plans. These measures were selected based on their ability to cost-effectively achieve the necessary water savings.

The total estimated volumes of water conserved for each of these water conservation measures for the Westbrook land use plan are summarized in **Table 9**. This volume of water conservation includes both conservation of potable and recycled water. The water savings calculation is based on the total water demands for each land use calculated in **Table 1**, including the 2% addition for water losses.

Table 9: Westbrook Water Conservation Estimate

Method	Original Total Water Demand (AFY)	Potable Water Savings (AFY)	Recycled Water Savings (AFY)	Total Volume of Water Savings (AFY)	Total Percentage of Water Savings ¹
Westbrook	1,185				
Reduced landscape turf – residential		43	5	48	4.0%
Reduced landscape turf – parks, right of way		-	44	44	3.7%
Smart irrigation controllers – all types of land uses		70	20	90	7.6%
Re-circulating hot water – residential		17	-	17	1.5%
Total		130	69	199	16.8%

Notes:

1. Percentages rounded to the nearest tenth of a percent, and represent overall water conservation percentages for both potable and recycled water.

If the described water conservation measures described in this memorandum were taken for Westbrook, it is estimated that Westbrook overall water demand would be reduced by 199 AFY yielding an adjusted water demand of 986 AFY. This represents a 16.8% reduction from the original water demand for Westbrook of 1,185 AFY.

Though the actual water conservation realized will depend in part on the participation of the homeowners or tenants of the affected parcels, it is expected that these measures could be implemented and maintained in the end by employing the following measures:

- Constructing the parcels with these water conservation measures in place. By simply having an available smart irrigation controller with the capacity to run the front and back yard systems pre-wired and in place, using this controller is a financially sound decision for the land owner versus replacing the controller with a different one.
- Landscape areas for non-single family land uses will be maintained by the City, the applicable school district, commercial owners or a homeowners association. It is expected that these professionals will be able to maintain these water savings through the professional management of these landscapes and required adherence to the water budget.
- For single-family residences, it is expected that a two-fold measure will be required to realize long-term water savings.
 1. Restrictions in the codes, covenants and restrictions for each parcel that would limit the types and/or locations of landscape in the front yards of each residence.
 2. Ongoing outreach by the City to remind and reinforce the need for water conservation. This can include attachments to the water bill, water audits that can be made available to Westbrook landowners by City staff, the promotion of the City's water conservation website, and the availability of City water conservation staff to respond to specific questions.

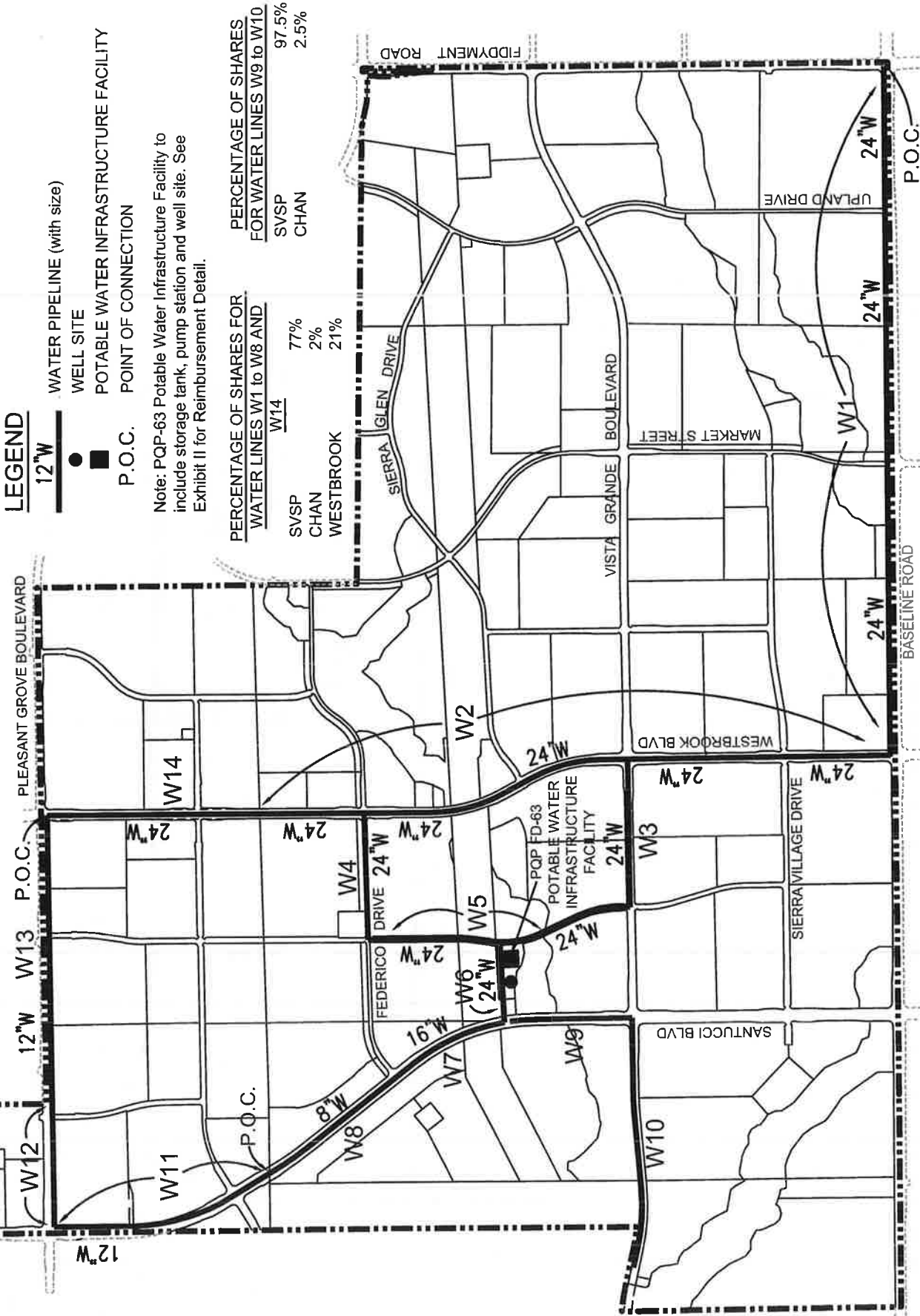
3. Educating homeowners on how to incorporate their backyard irrigation system into the controller and provide 'waterwise education material'.

References

1. HydroScience Engineers, *Westbrook DRAFT Recycled Water Master Plan*, March 2011.
2. HydroScience Engineers, *Westbrook DRAFT Potable Water Master Plan*, March 2011.
3. HydroScience Engineers, Technical Memorandum; Creekview Specific Plan Water Conservation Plan, November 23, 2010.
4. HydroScience Engineers Sierra Vista Potable Water Master Plan, April 2009.
5. HydroScience Engineers Sierra Vista Recycled Water Master Plan, April 2009.
6. Mackay & Soms Civil Engineering, Inc. *Sierra Vista Land Use Plan DRAFT*, January 22, 2009.
7. MWH, Technical Memorandum 1; Unit Water Demand Factor Revision, November 6, 2002.
8. University of California Cooperative Extension, Sacramento County Agriculture and Natural Resources, Garden Notes, June 2008.
9. US Bureau of Reclamation, Summary of Smart Controller Water Savings Studies, April 2008.

Exhibit O-1

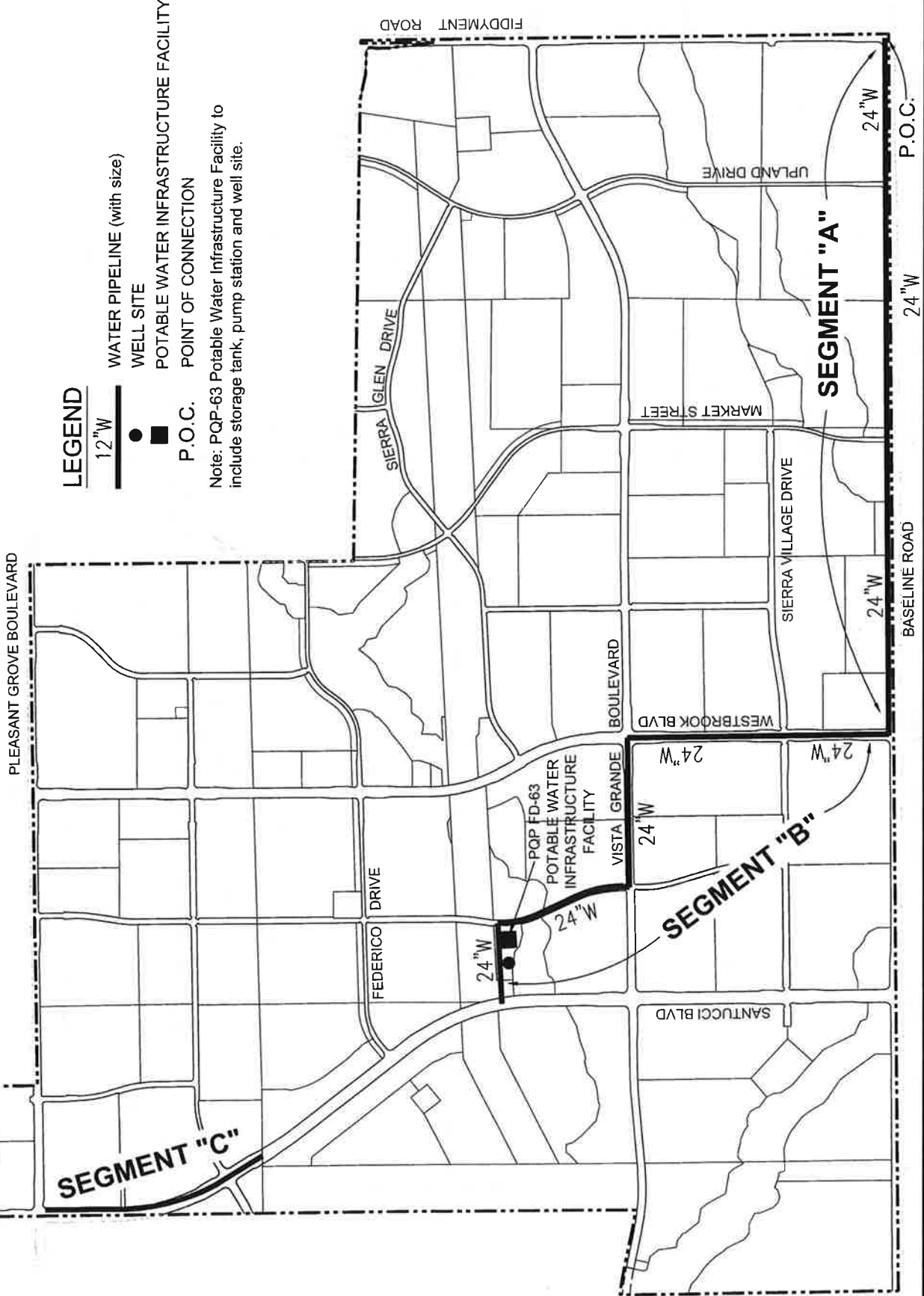
Water Facilities for Reimbursement Between Sierra Vista, Landowner and Urban Reserve



Note: PQP-63 Potable Water Infrastructure Facility to include storage tank, pump station and well site. See Exhibit II for Reimbursement Detail.

PERCENTAGE OF SHARES FOR WATER LINES W1 to W8 AND W14		PERCENTAGE OF SHARES FOR WATER LINES W9 to W10	
SVSP	77%	SVSP	97.5%
CHAN	2%	CHAN	2.5%
WESTBROOK	21%		

Water Facilities for Reimbursement Between Sierra Vista, The Urban Reserve, Landowner, and Placer County Projects



LEGEND

- 12" W WATER PIPELINE (with size)
- WELL SITE
- POTABLE WATER INFRASTRUCTURE FACILITY
- P.O.C. POINT OF CONNECTION

Note: POP-63 Potable Water Infrastructure Facility to include storage tank, pump station and well site.

Exhibit P Recycled Water Facilities

LEGEND

RECYCLED WATER PIPELINE (with size)

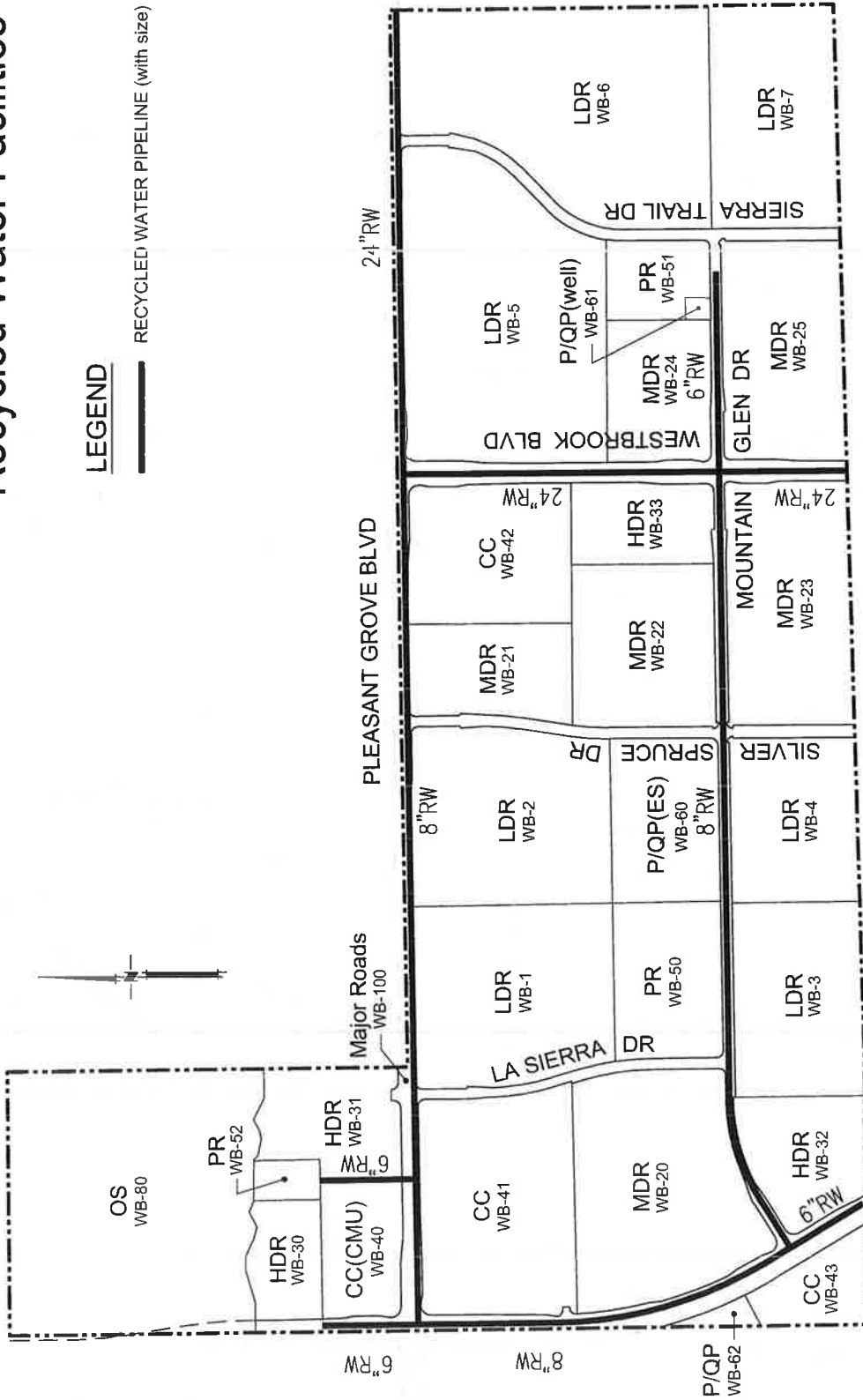


Exhibit Q Recycled Water Facilities for Reimbursement

LEGEND

— RECYCLED WATER PIPELINE (with size)

PERCENTAGE OF SHARES FOR
RECYCLED WATER LINE RW-1

SVSP	80%
CHAN	3%
WESTBROOK	17%

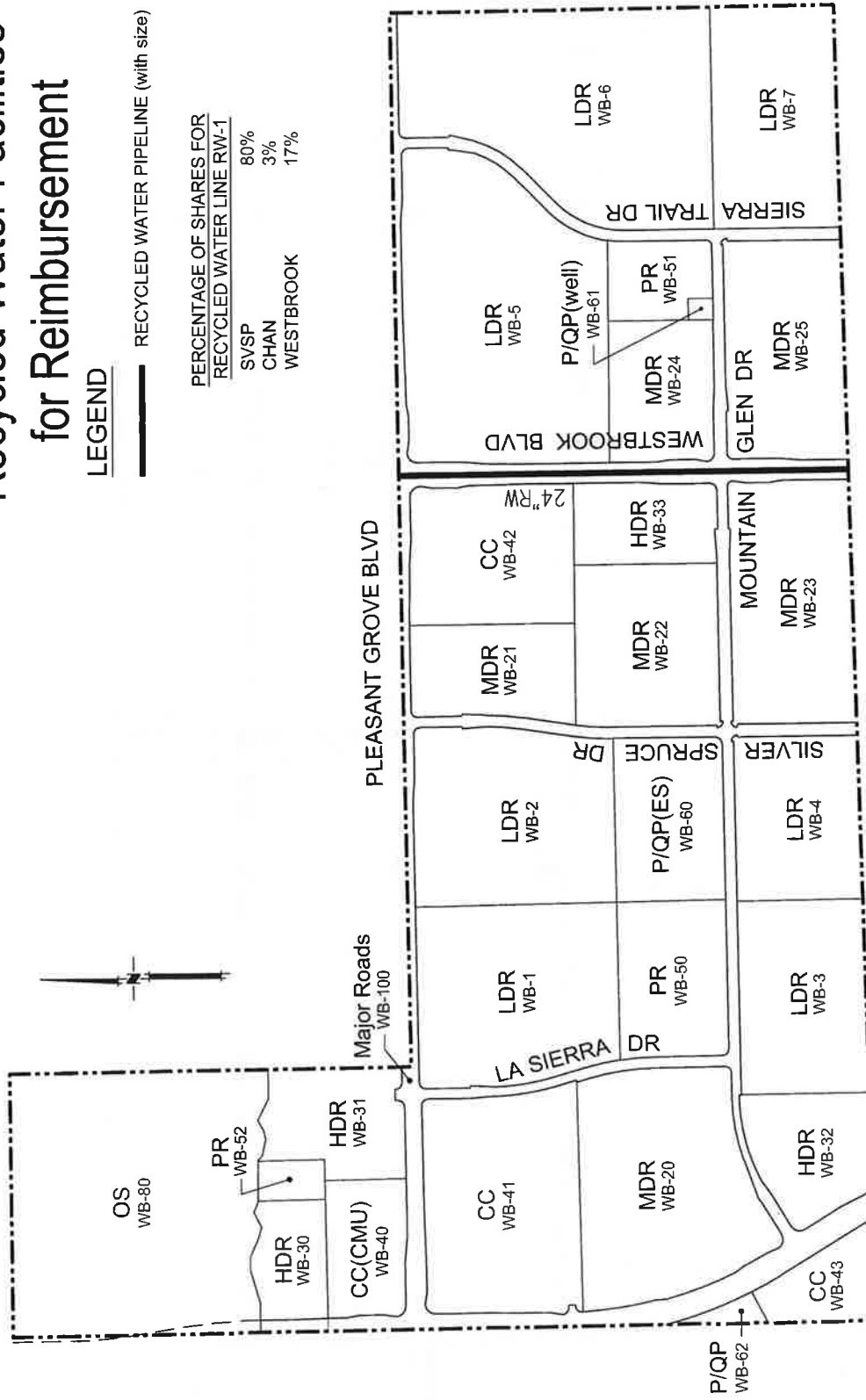
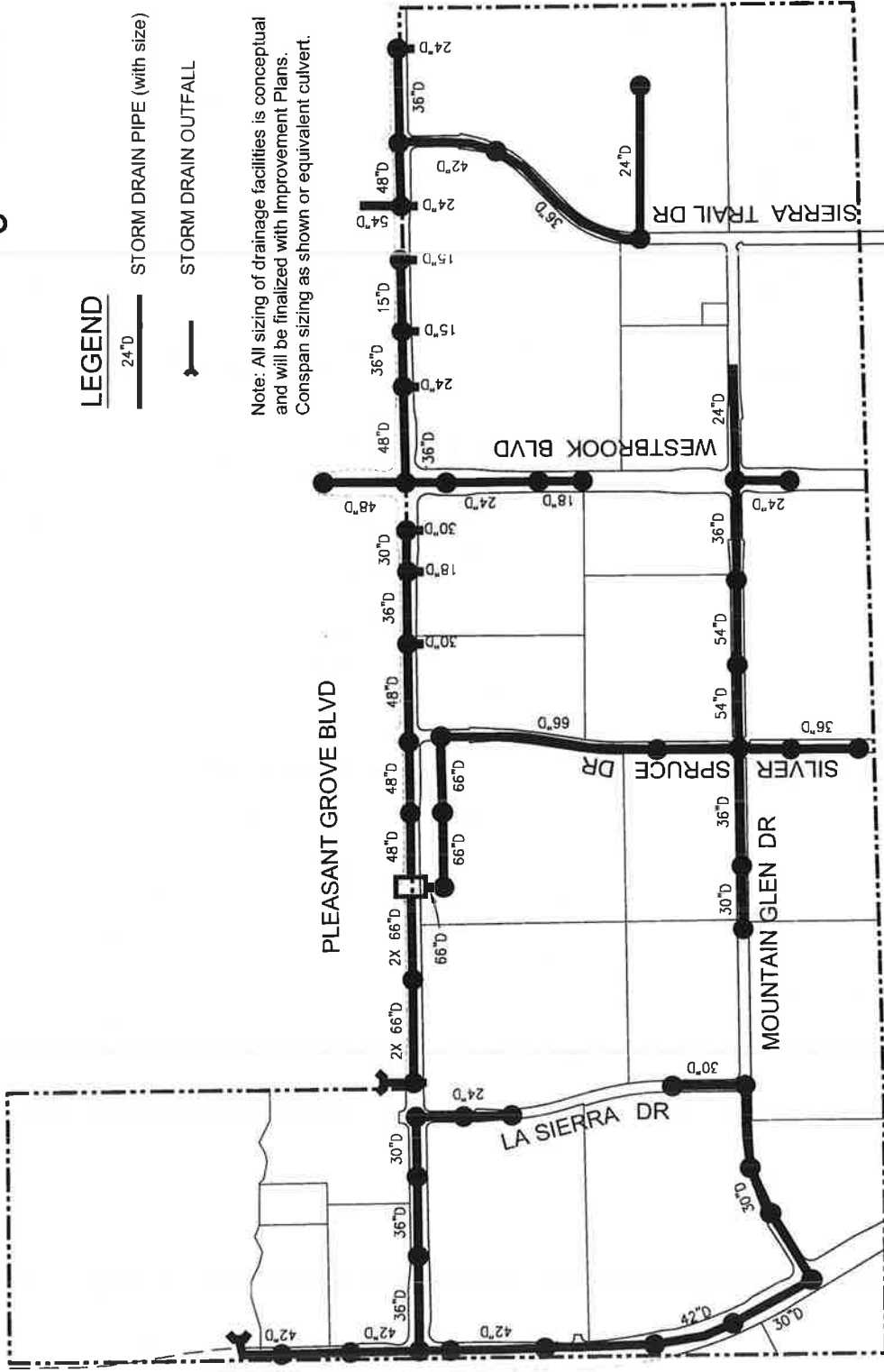


Exhibit R Storm Drainage Facilities



LEGEND

— 24" D — STORM DRAIN PIPE (with size)

—> STORM DRAIN OUTFALL

Note: All sizing of drainage facilities is conceptual and will be finalized with Improvement Plans. Conspan sizing as shown or equivalent culvert.

Exhibit S Post Development 100 Year Floodplain

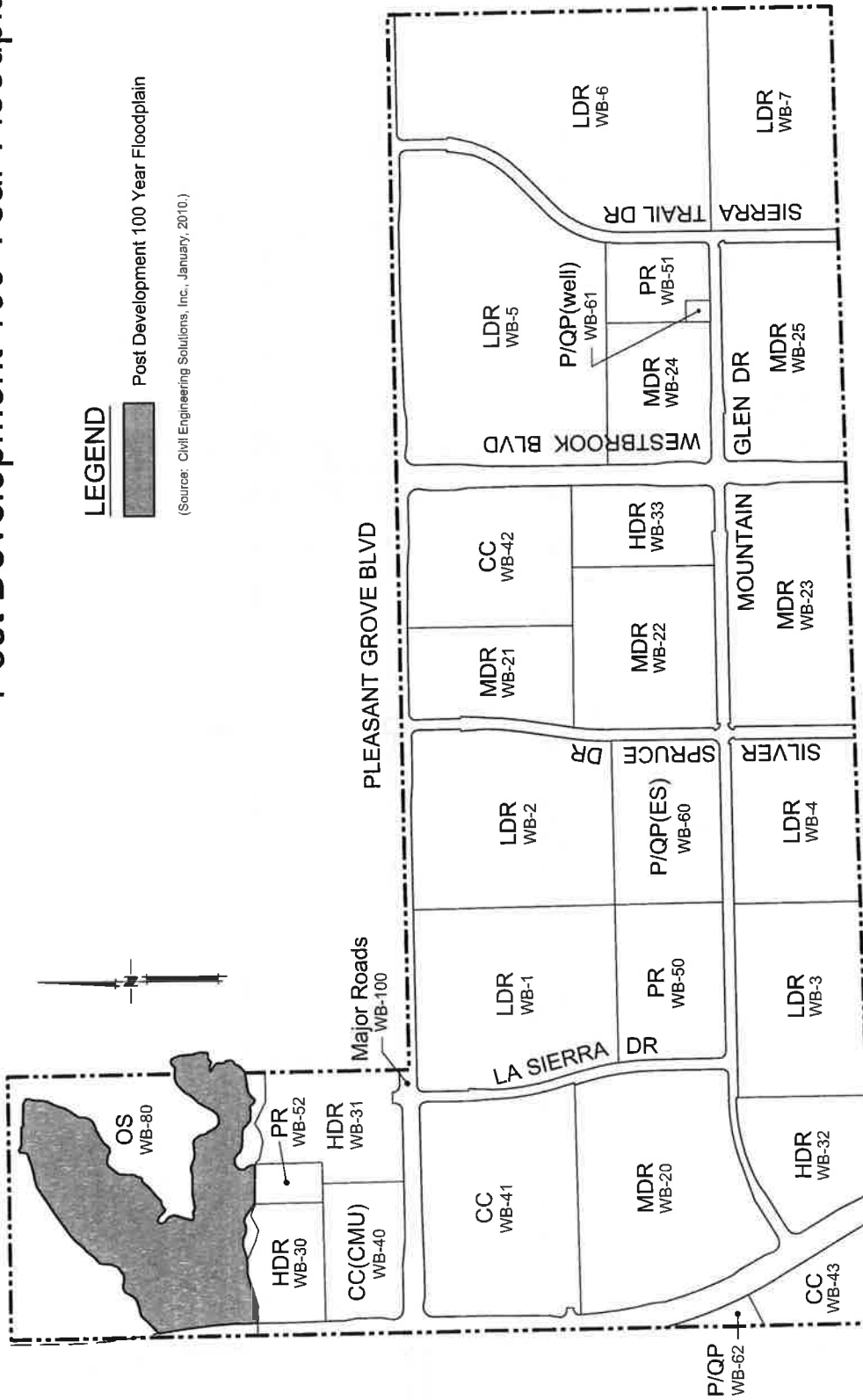


Exhibit T

Electric Utility Improvements

LEGEND

-  PROPOSED JOINT TRENCH
-  EXISTING 60kV TRANSMISSION LINE
-  FUTURE 60kV TRANSMISSION LINE

(Source: Capitol Utility Specialists, Inc.)

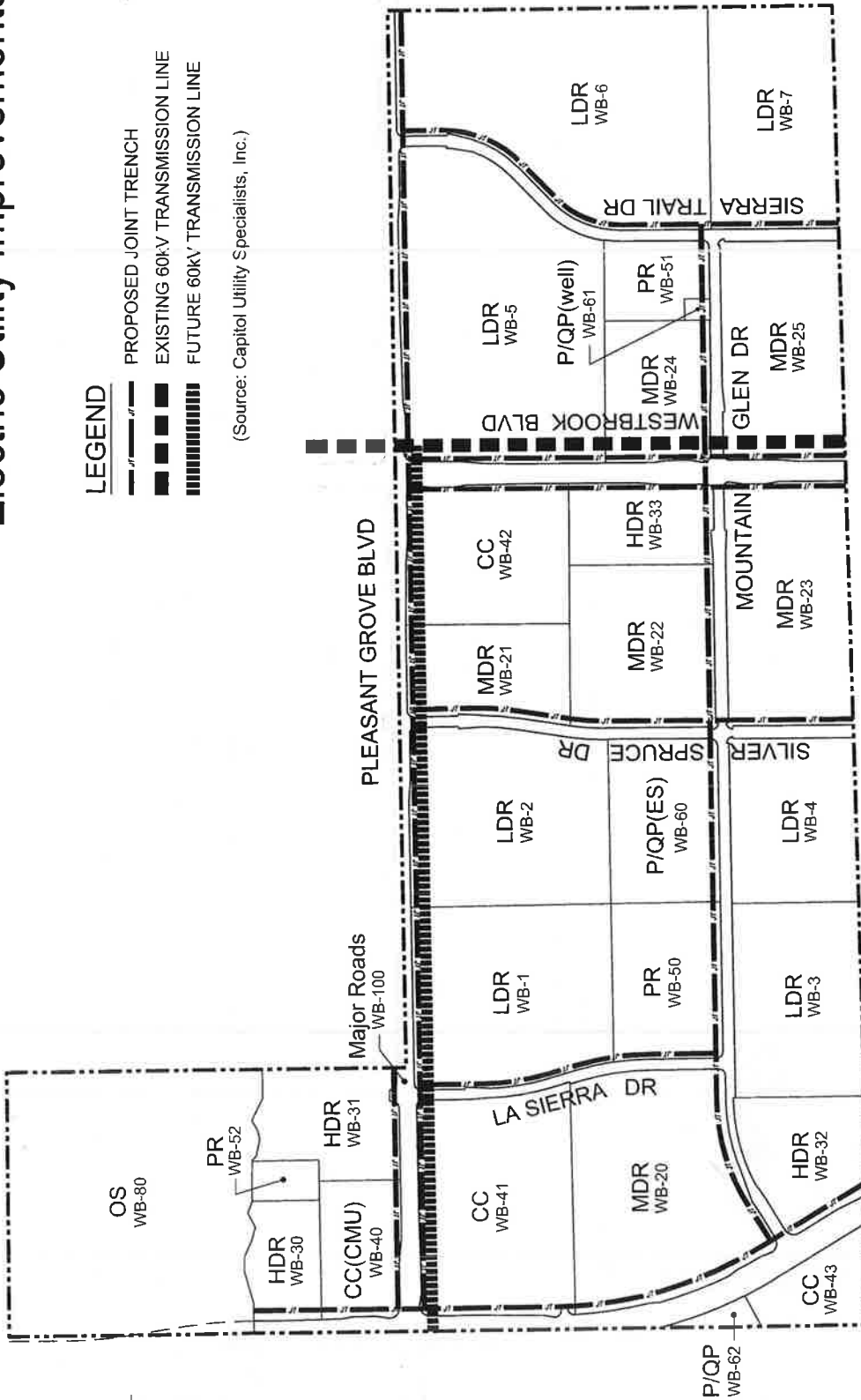


Exhibit U

60kV Easement Area

LEGEND

- █ Existing 50' 60kV Easement
- █ Future 35' 60kV Easement

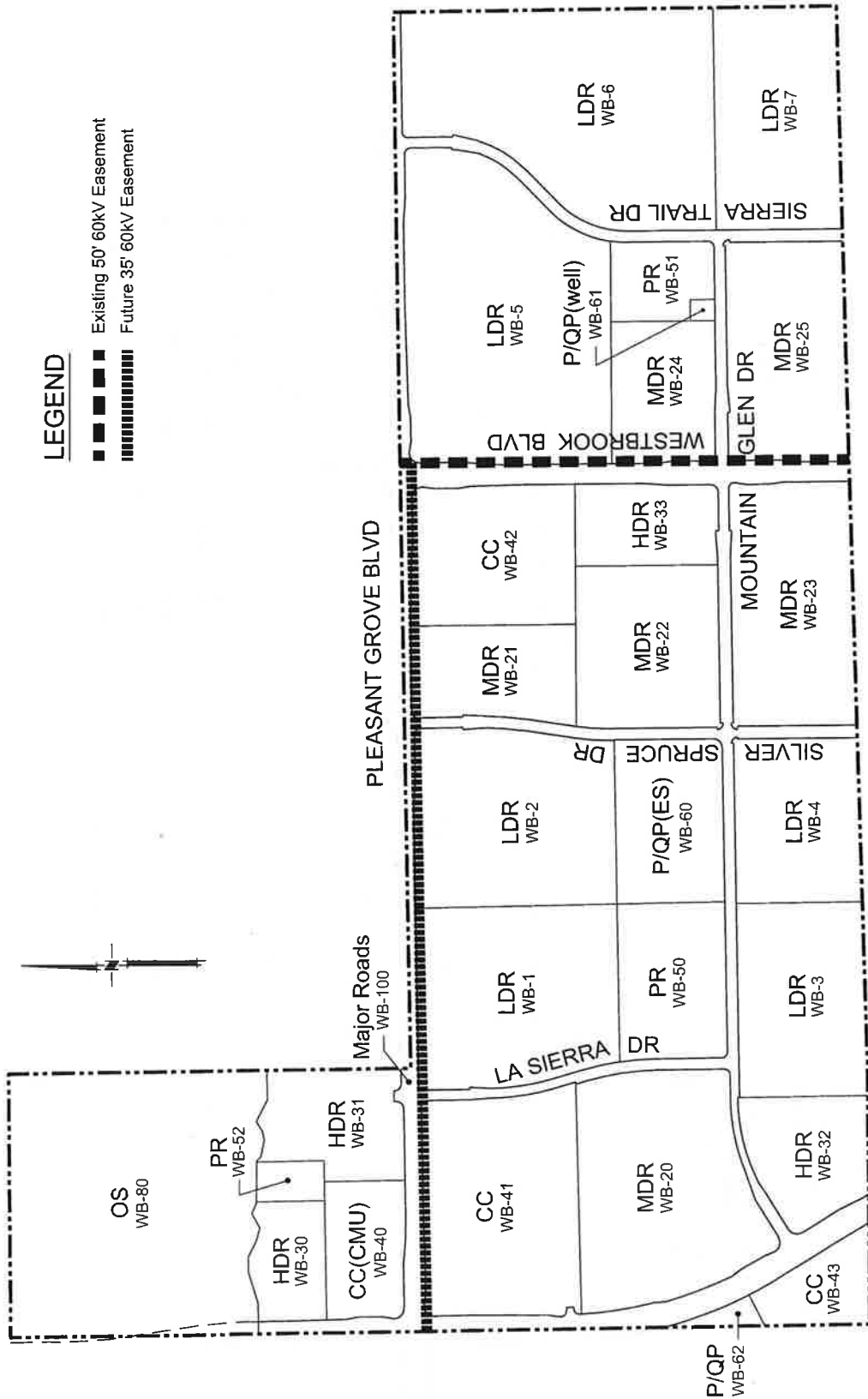


Exhibit V Parks and Open Space

LEGEND

-  PARK
-  OPEN SPACE

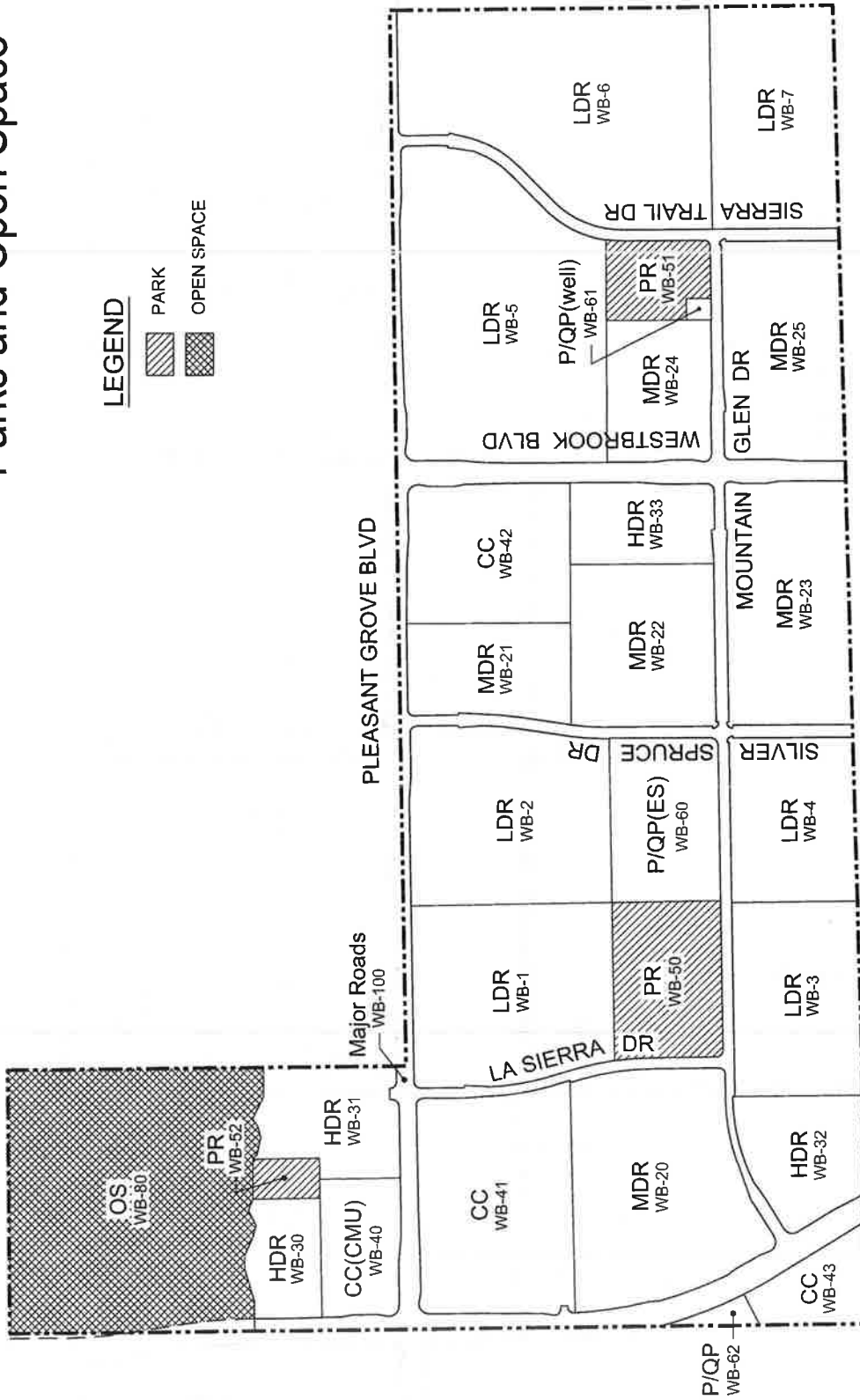


Exhibit W
Parks Financing Plan

Chapter 9: Parks and Recreation

The City of Roseville's Parks and Recreation Master Plan requires a ratio of 9 acres of parkland per 1,000 residents. The 9 acres of parkland includes; 3 acres/1,000 residents for neighborhood/community parks, 3 acres/1,000 residents for citywide parks, and 3 acres/1,000 residents for open space.

The parks program developed for Westbrook includes 15.5 acres of neighborhood parks, no citywide park, and 7.3 acres of open space. The project meets the neighborhood park dedication requirement with 15.5 acres. The project will pay a Citywide Park in-lieu fee for 15.5 acres of parkland that is required by the Parks Master Plan and an open space in-lieu fee for 8.2 acres. This project will not have a citywide park in the plan, but through the in-lieu fee and the citywide park fee, it will contribute to the creation of other planned facilities in the City. **Table 9-1** shows the required park acreage under the City's current Master Plan and project population assumptions. The City will be responsible for the construction of all the parks.

Three neighborhood parks have been distributed throughout the project to maximize efficiency and need. **Map 2-1** shows the location of the neighborhood parks in the Westbrook project.

Parks Improvements

Facility Costs

Table 9-2 shows the total estimated park facility costs. The neighborhood parks program costs are estimated at roughly \$3.2 million. The cost of the parks and recreation facilities include, but are not limited to, the following types of facilities:

- Landscaping
- Restrooms
- Parking
- Recreational fields
- Playgrounds
- Picnic areas

Detailed park improvements and costs are provided by MacKay & Somps in a separate report.

Phasing

The development of Phase A would have park improvements that correspond to the amount of initial residential development. These improvements include one neighborhood/community park at a size of 4.4 acres. The estimated facilities cost for the park improvements for Phase A is approximately \$910,000.

**Table 9-1
Westbrook Financing Plan
Parks Acreage**

Park Type	Assumptions	Acres Required	Acres Provided/Credited	Surplus/ (Deficit)
<i>Population</i>	<i>5,154</i>			
Neighborhood Park	3 acres/1,000 pop.	15.5	15.5	0.0
Citywide Park	3 acres/1,000 pop.	15.5	0.0	(15.5)
Open Space	3 acres/1,000 pop.	15.5	7.3	(8.2)
Total Parks		45.9	22.8	

"park_acres"

Sources: Westbrook Land Use Exhibit 8/1/2011.

**Table 9-2
Westbrook Financing Plan
Neighborhood Park Costs (2011\$)**

Item	Phase A		Buildout	
	Acres/ Facility	Amount	Acres/ Facility	Amount
Neighborhood Parks	4.4	\$910,404	15.5	\$3,207,105

"parks_cost"

Source: MacKay & Somps, Park-Paseo-Trail Cost Estimates 12/2/2011.

Note: All park costs include estimates of a 15% Contingency and 13% Soft Costs.

Funding Strategy

Existing Fee Programs

The neighborhood/community park impact fee funds the neighborhood/community park improvements in Westbrook. **Table 9-3** creates an updated fee for the Westbrook project by allocating the total neighborhood/community park improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household that vary by unit size. **Table 9-4** shows the neighborhood park revenue by Phase A and Build out.

There will be two citywide park fees. One fee will be to fund citywide park construction and the other is an in-lieu fee because Westbrook has a shortfall in citywide land dedication. The fee was calculated by using the City's current construction portion of its fee and then allocating it across the housing units to create a tiered fee. **Table 9-5** shows the base fee and revenue estimate, while **Table 9-6** allocates that revenue across the units for the tiered rate.

The citywide land in-lieu fee has been established in accordance with City standards for in-lieu fees and will go towards citywide park improvements or citywide park land within the City. **Table 9-7** estimates the total cost of Westbrook's obligation for land dedication. The cost is then allocated across the residential units on a person per household bases to establish the fee in **Table 9-8**.

Table 9-9 shows the citywide park construction fee and citywide in-lieu fee revenues for Phase A and Build out.

Open Space In-Lieu

The Westbrook project is receiving a credit of 7.3 acres toward its 15.5 acre requirement for the 36.6 acres of open space that is to be dedicated. This leaves a dedication shortfall of 8.2 acres. An open space in-lieu fee is estimated in this report using the most recent appraisal done by the City for the Sierra Vista SP. The open space land is then estimated at 20% of the value of developable land the appraisal determined. **Table 9-10** shows the estimated in-lieu total for the shortfall of provided open space.

Table 9-11 creates a Westbrook project open space in-lieu fee by allocating the total value of the dedication shortfall across the different residential land uses based on the persons per household that vary by unit size. **Table 9-12** shows the open space in-lieu fee revenues for Phase A and Build out.

**Table 9-3
Westbrook Financing Plan
Public Facilities Cost Allocation: Neighborhood/Community Park Costs (2011\$)**

Item	Land Uses		Cost Allocation Basis				Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.	
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B	
Residential		<i>units</i>	<i>persons per HH</i>					<i>per unit</i>	
Low Density	145.6	705	2.54	1,791	40.6%	\$1,302,599	\$8,946	\$1,848	
Medium Density	83.4	635	2.17	1,378	31.3%	\$1,002,354	\$12,019	\$1,579	
High Density	27.5	689	1.80	1,240	28.1%	\$902,152	\$32,806	\$1,309	
Subtotal Residential	256.5	2,029		4,409	100.0%	\$3,207,105			
Nonresidential		<i>sq. ft.</i>	<i>sq.ft. per employee</i>					<i>per sq. ft.</i>	
Community Commercial	36.5	397,485	N/A	-	-	-	-	-	
Community Commercial/BP	6.2	67,518	N/A	-	-	-	-	-	
Subtotal Nonresidential	42.7	465,003		-	-	-	-	-	
Total Westbrook	299.2			4,409	100.0%	\$3,207,105			

"ncparks_alloc"

Table 9-4
Westbrook Financing Plan
Park Fee Revenue by Phase (Neighborhood/Community Park Component)

Item	Revenue	
	Phase A	Buildout
Residential		
Low Density	\$709,501	\$1,302,599
Medium Density	\$274,661	\$1,002,354
High Density	\$0	\$902,152
Subtotal Residential	\$984,162	\$3,207,105
Nonresidential		
Community Commercial	\$0	\$0
Community Commercial/BP	\$0	\$0
Subtotal Nonresidential	\$0	\$0
Total Fee Program Revenue (Park)	\$984,162	\$3,207,105

"ncpark_sfd"

**Table 9-5
Westbrook Financing Plan
Citywide Park Construction**

Item	Citywide Construction Funds		
	Units	City Fee [1]	Total
Low Density Residential	705	\$1,316	\$927,780
Medium Density Residential	635	\$1,316	\$835,660
High Density Residential	689	\$1,316	\$906,724
Total	2,029		\$2,670,164

"park"

[1] Citywide construction fee is \$1,911 less \$595 credit.

**Table 9-6
Westbrook Financing Plan
Citywide Park Construction (2011\$)**

Item	Land Uses		Cost Allocation Basis				Citywide Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.	
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B	
Residential		units	persons per HH					per unit	
Low Density	145.6	705	2.54	1,791	40.6%	\$1,084,515	\$7,449	\$1,538	
Medium Density	83.4	635	2.17	1,378	31.3%	\$834,538	\$10,006	\$1,314	
High Density	27.5	689	1.80	1,240	28.1%	\$751,111	\$27,313	\$1,090	
Subtotal Residential	256.5	2,029		4,409	100.0%	\$2,670,164			
Nonresidential		sq. ft.	sq. ft. per employee					per sq. ft.	
Community Commercial	36.5	397,485	N/A	-	-	-	-	-	
Community Commercial/BP	6.2	67,518	N/A	-	-	-	-	-	
Subtotal Nonresidential	42.7	465,003		-	-	-			
Total Westbrook	299.2			4,409	100.0%	\$2,670,164			

"parks_facilities"

**Table 9-7
Westbrook Financing Plan
Citywide Park Acre In-Lieu Fee**

Item	Costs		
	Acres	Cost per Acre	Total
Citywide Park In-Lieu	15.5	\$135,000	\$2,092,500
Total			\$2,092,500

"park2"

Table 9-8
Westbrook Financing Plan
Citywide Park In-lieu Fee (2011\$)

Item	Land Uses			Cost Allocation Basis				Citywide Park In-Lieu Allocation		
	Developable Acres	Units/ Sq. Ft.	B	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.	
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B		
Residential										
Low Density	145.6	705	persons per HH 2.54	1,791	40.6%	\$849,891	\$5,837	per unit \$1,206		
Medium Density	83.4	635	2.17	1,378	31.3%	\$653,994	\$7,842	\$1,030		
High Density	27.5	689	1.80	1,240	28.1%	\$588,616	\$21,404	\$854		
Subtotal Residential	256.5	2,029		4,409	100.0%	\$2,092,500				
Nonresidential										
Community Commercial	36.5	397,485	sq. ft. per employee N/A	-	-	-	-	-		
Community Commercial/BP	6.2	67,518	N/A	-	-	-	-	-		
Subtotal Nonresidential	42.7	465,003		-	-	-	-	-		
Total Westbrook	299.2			4,409	100.0%	\$2,092,500				

"parks_inlieu2"

Table 9-9
Westbrook Financing Plan
Fee Revenue by Phase (Citywide Park Construction and In-Lieu)

Item	Fee per Unit	Revenue	
		Phase A	Buildout
<u>Citywide Fee - Construction</u>			
Residential			
Low Density	\$1,538	\$590,714	\$1,084,515
Medium Density	\$1,314	\$228,677	\$834,538
High Density	\$1,090	\$0	\$751,111
Subtotal Residential		\$819,391	\$2,670,164
Nonresidential			
Community Commercial	n/a	\$0	\$0
Community Commercial/BP	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (Construction)		\$819,391	\$2,670,164
<u>Citywide Park Land Fee - In-Lieu</u>			
Residential			
Low Density	\$1,206	\$462,919	\$849,891
Medium Density	\$1,030	\$179,205	\$653,994
High Density	\$854	\$0	\$588,616
Subtotal Residential		\$642,124	\$2,092,500
Nonresidential			
Community Commercial	n/a	\$0	\$0
Community Commercial/BP	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (In-Lieu)		\$642,124	\$2,092,500

"citypark_sfd"

Table 9-10
Westbrook Financing Plan
Open Space Land In-Lieu

Item	Costs		
	Acres	Cost per Acre [1]	Total
Open Space In-Lieu	8.2	\$27,000	\$221,400

"os"

[1] Estimate based on Sierra Vista Appraisal and valued at 20% of developable land.

Table 9-11
Westbrook Financing Plan
Open Space In-Lieu (2011\$)

Item	Land Uses			Cost Allocation Basis				Open Space In-Lieu Cost Allocation			
	Developable Acres	Units/Sq. Ft.	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.			
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B			
Residential		units	persons per HH					per unit			
Low Density	145.6	705	2.54	1,791	40.6%	\$89,924	\$618	\$128			
Medium Density	83.4	635	2.17	1,378	31.3%	\$69,197	\$830	\$109			
High Density	27.5	689	1.80	1,240	28.1%	\$62,279	\$2,265	\$90			
Subtotal Residential	256.5	2,029		4,409	100.0%	\$221,400					
Nonresidential		sq. ft.	sq. ft. per employee					per sq. ft.			
Community Commercial	36.5	397,485	N/A	-	-	-	-	-			
Community Commercial/BP	6.2	67,518	N/A	-	-	-	-	-			
Subtotal Nonresidential	42.7	465,003		-	-	-					
Total Westbrook	299.2			4,409	100.0%	\$221,400					

"os_initieu"

Table 9-12
Westbrook Financing Plan
Fee Revenue by Phase (Open Space In-Lieu)

Item	Fee per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	\$128	\$48,980	\$89,924
Medium Density	\$109	\$18,961	\$69,197
High Density	\$90	\$0	\$62,279
Subtotal Residential		\$67,941	\$221,400
Nonresidential			
Community Commercial	n/a	\$0	\$0
Community Commercial/BP	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue		\$67,941	\$221,400

"os_sfd"

Bike Trail Improvements

In the Westbrook Project the bike trail system is integrated within the open space parcel. The bike trail runs along the open space corridor. **Map 1-2** illustrates the proposed bike trail in the project.

Facility Costs

Table 9-13 shows the total estimated bike trail improvement costs. The bike trail costs are estimated at roughly \$98,800. The rough grading of the bike trail is the obligation of the adjacent parcel and will be completed with the grading of the parcel, either in its entirety or consistent with any proposed phasing of the parcel. The cost of the bike trail improvements include, but are not limited to, the following types of facilities:

- Bike Trail Entry Points
- Bike Trail Kiosks
- Bike Trail and Shoulder
- Post and Cable Fences

Detailed bike trail improvements and costs are provided by MacKay & Soms in a separate report.

Phasing

The development of Phase A would have no initial set of bike trail improvements.

Funding Strategy

Existing Fee Programs

The City's bike trail impact fee will fund the bike trail improvements throughout Westbrook and connect to adjacent developed bike trails. **Table 9-14** creates an updated fee for the Westbrook project by allocating the total bike trail improvement costs on a per residential unit. The costs were spread to the different residential land uses based on the persons per household factors that vary by unit size.

Table 9-15 shows the bike trail impact fee revenues for Phase A and Build out. The developer will be responsible for grading the bike trail (with each phase of construction) and the City is responsible for constructing the bike trails in the project. The City will construct the bike trails as funding is available.

**Table 9-13
Westbrook Financing Plan
Bike Trail Costs (2011\$)**

Item	Phase A	Buildout
Bike Trail	\$0	\$98,784

"bike_cost"

Source: MacKay & Soms, Park-Paseo-Trail Cost Estimates 8/8/2011.

Note: All costs include estimates of a 20% Contingency and 20% Soft Costs.

Paseo Improvements

The paseos in Westbrook will be funded and built by the developing parcel owner where the paseos are planned. The costs have not been included in this Financing Plan and will be built in accordance with a City approved Phasing plan.

Table 9-14
Westbrook Financing Plan
Public Facilities Cost Allocation: Bike Trail Costs (2011\$)

Item	Land Uses			Cost Allocation Basis				Bike Trail Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	B	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.	
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B		
Residential		<i>units</i>	<i>persons per HH</i>					<i>per unit</i>		
Low Density	145.6	705	2.54	1,791	40.6%	\$40,122	\$276	\$57		
Medium Density	83.4	635	2.17	1,378	31.3%	\$30,874	\$370	\$49		
High Density	27.5	689	1.80	1,240	28.1%	\$27,788	\$1,010	\$40		
Subtotal Residential	256.5	2,029		4,409	100.0%	\$98,784				
Nonresidential		<i>sq. ft.</i>	<i>sq.ft. per employee</i>					<i>per sq. ft.</i>		
Community Commercial	36.5	397,485	N/A	-	-	-	-	-		
Community Commercial/BP	6.2	67,518	N/A	-	-	-	-	-		
Subtotal Nonresidential	42.7	465,003		-	-	-	-	-		
Total Westbrook	299.2			4,409	100.0%	\$98,784				

"bike_alloc"



**Table 9-15
Westbrook Financing Plan
Bike Trail Revenue by Phase**

Item	Revenue	
	Phase A	Buildout
Residential		
Low Density	\$21,854	\$40,122
Medium Density	\$8,460	\$30,874
High Density	\$0	\$27,788
Subtotal Residential	\$30,314	\$98,784
Nonresidential		
Community Commercial	\$0	\$0
Community Commercial/BP	\$0	\$0
Subtotal Nonresidential	\$0	\$0
Total Fee Program Revenue (Bike Trail)	\$30,314	\$98,784

"bike_sfd"

Exhibit X Bikeway Master Plan

LEGEND

-  CLASS I (off-street, paved)
-  CLASS II (on-street dedicated lanes)

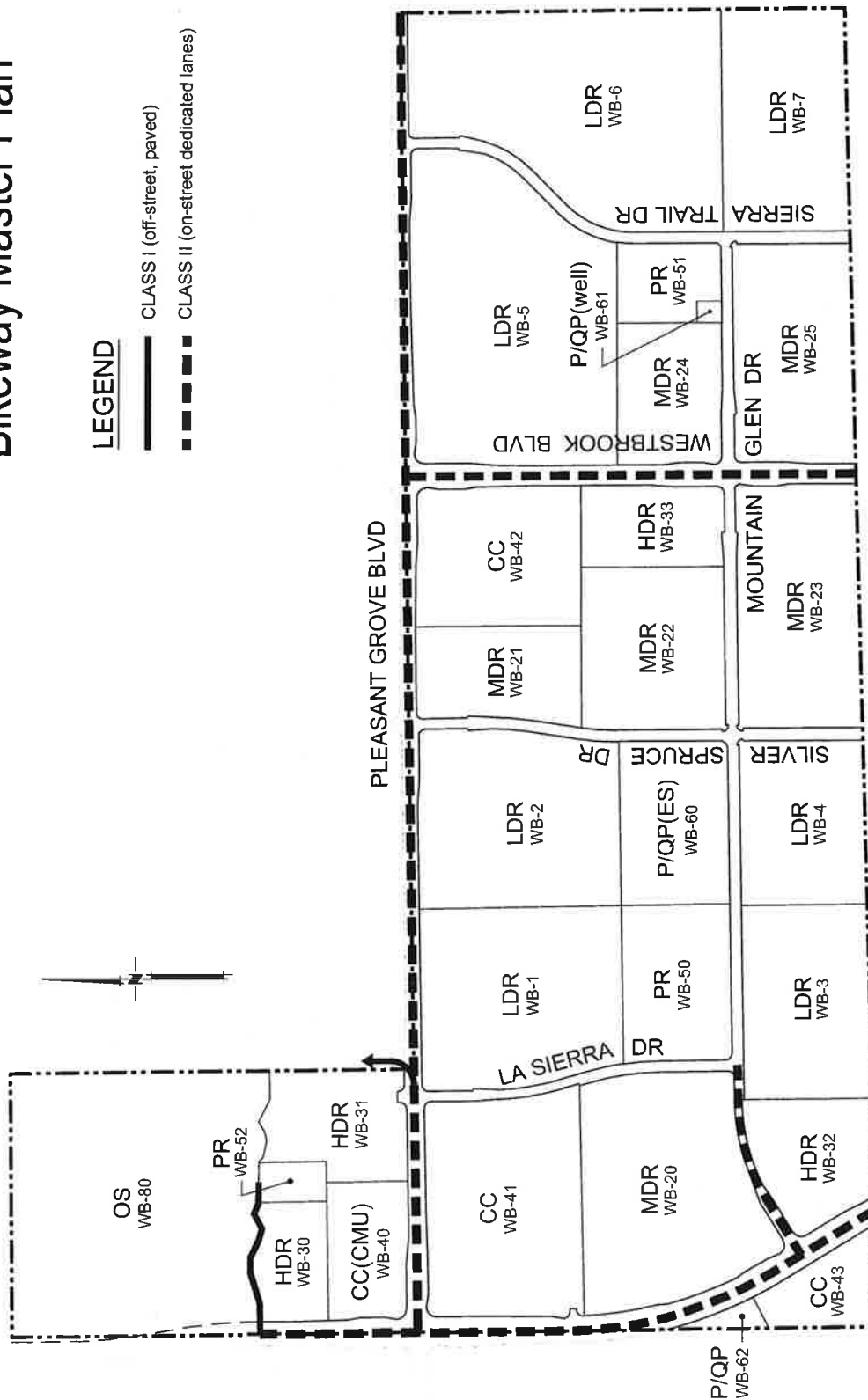


Exhibit Y

Open Space Preserve Areas

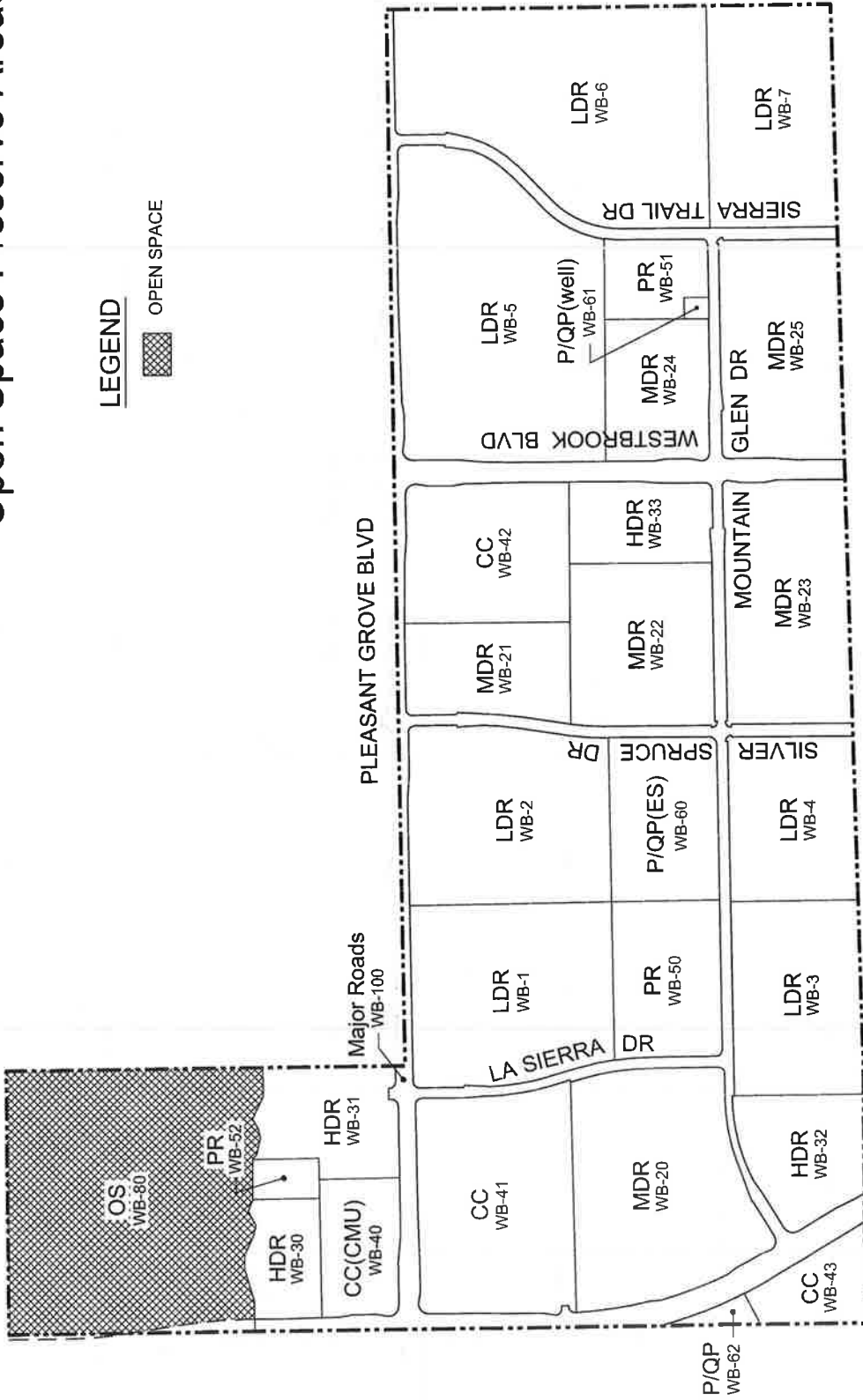


Exhibit Y

Exhibit Z
Reimbursements to
West Roseville Specific Plan

WRSP PHASE	UTILITY	WRSP DA ITEM NUMBER	DESCRIPTION (modified from DA exhibit)	RESPONSIBLE WRSP LANDOWNER	REIMBURSEMENT AMOUNT PER WRSP DA	ESTIMATED COST DUE FROM BENEFITING PARTY C = Chan / W = Westbrook	
						OTHER	W
1	Sewer	8	42-inch sewer in Phillip Road from PGWWTP to W-74.	Westpark	\$355,111	\$5,326 = C \$264,558 = SVSP	\$85,227
1	Sewer	9	33-inch sewer in Phillip Road to Bob Doyle Drive.	Westpark	\$341,263	\$7508 = C \$33,755 = SVSP	\$0
1	Sewer	10	33-inch sewer in Bob Doyle Drive to W-73 and 30-inch in Bob Doyle Drive to Market Drive.	Westpark	\$187,229	\$4,119 = C \$183,110 = SVSP	\$0
1	Water	12	24-inch water in Village Green from Fiddymment Road to Bob Doyle Drive.	Westpark	\$308,257	\$6,166 = C \$237,357 = SVSP	\$64,734
1	Water	13	12-inch water in Bob Doyle Drive from PG Blvd. to Village Green Drive and 24-inch water to north boundary of Westpark property.	Westpark	\$260,293	\$5,206 = C \$200,425 = SVSP	\$54,662
1	Recycled Water	1	24-inch RW from Phillip Road to F-56 then east through 5-56 and F-72 then south in Hayden Parkway to Fiddymment Road.	Fiddymment Ranch	\$305,068	\$9,152 = C \$244,054 = SVSP	\$51,862
1	Recycled Water	3	16-inch RW in Bob Doyle Drive from Hayden Parkway to Phillip Road.	Fiddymment Ranch	\$72,990	\$2,190 = C \$58,392 = SVSP	\$12,408
1	Recycled Water	6	16-inch RW in Bob Doyle from Phillip Road at Westpark to PG Blvd at W-1.	Westpark	\$206,088	\$6,183 = C \$164,870 = SVSP	\$35,035
1	Streets	17	Construct Pleasant Grove Blvd. frontage at Fiddymment Road intersection.	Westpark	\$96,772	\$0	\$0
1	Offsites	7	Fiddymment Road frontage at Pleasant Grove Blvd. intersection.	Westpark	\$280,000	\$0	\$0
2	Sewer	6	24-inch sewer in Market Street from W-10 to PG Blvd. and 30-inch sewer in Market Street from PG Blvd to Bob Doyle Drive.	Westpark	\$361,365	\$7,950 = C \$353,415 = SVSP	\$0
2	Recycled Water	3	12-inch RW in PG Blvd from Bob Doyle Drive to Market Street	Westpark	\$53,085	\$1,593 = C \$42,468 = SVSP	\$9,024
2	Recycled Water	4	16-inch RW in Market Street from PG Blvd to W-11	Westpark	\$100,915	\$3,027 = C \$80,732 = SVSP	\$17,156
2	Recycled Water	5	24-inch RW in PG Blvd. from Market Street to W-15.	Westpark	\$379,850	\$11,395 = C \$303,880 = SVSP	\$64,575
3	Sewer	5	24-inch sewer from W-62 at Phillip Road to West Side Drive	Westpark	\$276,408	\$70,484 = SVSP	\$205,924
3	Sewer	6	21-inch sewer in West Side Drive from W-62 to W-13.	Westpark	\$104,400	\$26,622 = SVSP	\$77,778
3	Sewer	7	18-inch sewer in West Side Drive from W-13 to PG Blvd.	Westpark	\$125,244	\$31,937 = SVSP	\$93,307
3	Water	5	24-inch water in West Side Drive from PG Blvd to W-83.	Westpark	\$286,000	\$5,720 = C \$220,220 = SVSP	\$60,060
3	Recycled Water	5	24-inch RW in PG Blvd from W-15 to West Side Drive.	Westpark	\$184,412	\$5,532 = C \$147,530 = SVSP	\$31,350
3	Recycled Water	6	24-inch RW in West Side Drive from PG Blvd. to W-83.	Westpark	\$75,341	\$2,260 = C \$60,273 = SVSP	\$12,808
4	Water	2	24-inch water between W-61 and W-62 on West Side Drive then between W-71 and W-74 to water tank site.	Westpark	\$158,085	\$3,162 = C \$121,725 = SVSP	\$33,198
4	Recycled Water	1	24-inch RW from W-29 along West Side Drive to Blue Oaks Blvd.	Westpark	\$55,122	\$1,652 = C \$44,098 = SVSP	\$9,372
TOTAL COST					\$4,573,298	\$88,141 = C \$3,566,677 = SVSP	\$918,480

NOTE: All cost splits between SVSP, Westbrook (W) and Chan (C) are based upon demand and flows from the Approved Master Plans.

Exhibit AA

**DUE Allocation to
Specific Plan Parcels for
WRSP Reimbursements**

Westbrook Addition

PARCEL	SPECIFIC PLAN LAND USE	Specific Plan			WATER EDUs	% of WB WATER EDUs	SEWER EDUs	% of WB SEWER EDUs	RECYCLED WATER EDUs	% of WB R.W. EDUs	TRAFFIC EDUs	% of WB TRAFFIC EDUs
		ACRES	UNITS	DENSITY								
WB-1	LDR	19.1	96	5.0	96	6.23%	96	4.80%	96	6.23%	96	3.96%
WB-2	LDR	18.9	95	5.0	95	6.16%	95	4.75%	95	6.16%	95	3.92%
WB-3	LDR	14.1	71	5.0	71	4.60%	71	3.55%	71	4.60%	71	2.93%
WB-4	LDR	11.7	59	5.0	59	3.83%	59	2.95%	59	3.83%	59	2.43%
WB-5	LDR	30.4	150	4.9	150	9.73%	150	7.51%	150	9.73%	150	6.19%
WB-6	LDR	31.0	155	5.0	155	10.05%	155	7.76%	155	10.05%	155	6.39%
WB-7	LDR	15.8	79	5.0	79	5.12%	79	3.95%	79	5.12%	79	3.26%
Low Density Residential		141.0	705	5.0	705	44%	705	35%	705	46%	705	29%
WB-20	MDR	20.3	162	8.0	116	7.52%	162	8.11%	116	7.52%	162	6.68%
WB-21	MDR	8.1	65	8.0	46	2.98%	65	3.25%	46	2.98%	65	2.68%
WB-22	MDR	13.1	104	7.9	74	4.80%	104	5.21%	74	4.80%	104	4.29%
WB-23	MDR	16.2	130	8.0	93	6.03%	130	6.51%	93	6.03%	130	5.36%
WB-24	MDR	7.5	60	8.0	43	2.79%	60	3.00%	43	2.79%	60	2.48%
WB-25	MDR	14.2	114	8.0	81	5.25%	114	5.71%	81	5.25%	114	4.70%
Medium Density Residential		79.4	635	8.0	453	29%	635	32%	453	29%	635	26%
WB-30	HDR	4.8	120	25.0	35	2.27%	82	4.10%	35	2.27%	74	3.05%
WB-31	HDR	8.2	207	25.2	61	3.96%	141	7.06%	61	3.96%	128	5.28%
WB-32	HDR	8.0	200	25.0	59	3.83%	136	6.81%	59	3.83%	124	5.12%
WB-33	HDR	6.5	162	24.9	47	3.05%	110	5.51%	47	3.05%	100	4.13%
High Density Residential		27.5	689	30.0	202	13%	469	23%	202	13%	426	18%
WB-40	CC (CMU)	6.2			26	1.69%	27	1.35%	26	1.69%	95	3.92%
WB-41	CC	19.3			83	5.38%	86	4.30%	83	5.38%	298	12.29%
WB-42	CC	12.9			55	3.57%	57	2.85%	55	3.57%	199	8.21%
WB-43	CC	4.3			18	1.17%	19	0.95%	18	1.17%	66	2.72%
Community Commercial		42.7	182	7.0	182	12%	189	9%	182	12%	658	27%
TOTAL		290.6	2,029	7.0	1,542	100%	1,998	100%	1,542	100%	2,424	100%

Note:
 [1] LDR & MDR based on net acres
 [2] HDR based on gross acres
 [3] One Water EDU = 600 gpd (Based on Table 2-1 of the Westbrook Potable Water Master Plan, March 2011). LDR = 600 gpd/EDU, MDR = 430 gpd/EDU, HDR = 177 gpd/EDU, and CC = 2,598 gpd/acre
 [4] One Sewer EDU = 190 gpd (Based on Table 1 of the Westbrook Sanitary Sewer Master Plan, 24 Aug 2011). LDR = 190 gpd/EDU, MDR = 190 gpd/EDU, HDR = 130 gpd/EDU, and CC = 850 gpd/acre
 [5] One Water EDU = 600 gpd (Based on Table 2-1 of the Westbrook Potable Water Master Plan, March 2011). LDR = 600 gpd/EDU, MDR = 430 gpd/EDU, HDR = 177 gpd/EDU, and CC = 2,598 gpd/acre
 [6] Trip factor from City Traffic Mitigation Fee Study

Exhibit BB
Infrastructure Phasing and
Reimbursement Schedule

Sewer Reimbursements:

1. Construct 18-inch sewer line (R1, on Exhibit K-1) and appurtenances (1,590± LF) in Westbrook Boulevard.
 - a. Responsibility: Landowner, hereinafter “Westbrook”
 - b. Cost Sharing: Westbrook & Sierra Vista property owners (excluding Landowner), hereinafter “Sierra Vista”
 - c. Credits/Reimbursements:
 - i. Reimbursement to Westbrook for over sizing based on proportional sewer flow in pipe, from Sierra Vista upon development. (Estimated \$73,072)

2. Construct 12-inch sewer line (R2, on Exhibit K-1) and appurtenances (640± LF) in Westbrook Boulevard.
 - a. Responsibility: Westbrook
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement to Westbrook for over sizing based on proportional sewer flow in pipe, from Sierra Vista upon development. (Estimated \$79,056)

Water Reimbursements:

1. Construct 24-inch water line (W1, on Exhibit O-1) and appurtenances (6,883± LF) in Baseline Road.
 - a. Responsibility: Sierra Vista, or Westbrook (if so determined by City)
 - b. Cost Sharing: Sierra Vista, Westbrook, & Chan
 - c. Credits/Reimbursements:

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$390,383)

- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$37,179)

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$1,431,405)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$37,179)

- 2. Construct 24-inch water line (W2, on Exhibit O-1) and appurtenances (6,496± LF) in Westbrook Boulevard.

- a. Responsibility: Sierra Vista, or Westbrook (if so determined by City)
- b. Cost Sharing: Sierra Vista, Westbrook, & Chan
- c. Credits/Reimbursements:

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$349,136)
- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$33,251)

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$1,280,165)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$33,251)

3. Construct 24-inch water line (W3, on Exhibit O-1) and appurtenances (1,380± LF) in Vista Grand Boulevard.
- a. Responsibility: Sierra Vista, or Westbrook (if so determined by City)
 - b. Cost Sharing: Sierra Vista, Westbrook, & Chan
 - c. Credits/Reimbursements:

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$84,218)
- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$8,021)

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$308,801)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$8,021)

4. Construct 24-inch water line (W4, on Exhibit O-1) and appurtenances (1,500± LF) in Federico Drive.
- a. Responsibility: Sierra Vista, or Westbrook (if so determined by City)
 - b. Cost Sharing: Sierra Vista, Westbrook, & Chan
 - c. Credits/Reimbursements:

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$94,500)

- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$9,000)

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$346,500)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$9,000)

- 5. Construct 24-inch water line (W5, on Exhibit O-1) and appurtenances (2,630± LF) between Federico Drive and Vista Grande Boulevard.

- a. Responsibility: Sierra Vista, or Westbrook (if so determined by City)
- b. Cost Sharing: Sierra Vista, Westbrook, & Chan
- c. Credits/Reimbursements:

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$156,794)
- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$14,933)

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$574,913)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$14,933)

6. Construct 24-inch water line (W6, on Exhibit O-1) and appurtenances (950± LF) thru FD-63 and FD-40.
 - a. Responsibility: Sierra Vista, or Westbrook (if so determined by City)
 - b. Cost Sharing: Sierra Vista, Westbrook, & Chan
 - c. Credits/Reimbursements:

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$65,470)
- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$6,235)

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$240,055)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$6,235)

7. Construct potable water infrastructure facility and appurtenances on PQP FD-63.
 - a. Responsibility: Sierra Vista, or Westbrook (if so determined by City)
 - b. Cost Sharing: Sierra Vista, Westbrook, & Chan
 - c. Credits/Reimbursements:

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$139,406)

- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$13,277)

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$511,157)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$13,277)

- 8. Construct 16-inch water line (W7, on Exhibit O-1) and appurtenances (1,060± LF) in Santucci Boulevard.

- a. Responsibility: Sierra Vista, or Westbrook (if so determined by City)
- b. Cost Sharing: Sierra Vista, Westbrook, & Chan
- c. Credits/Reimbursements:

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$33,748)
- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$3,214)

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$123,742)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$3,214)

9. Construct 8-inch water line (W8, on Exhibit O-1) and appurtenances (1,670± LF) in Santucci Boulevard.

- a. Responsibility: Sierra Vista, or Westbrook (if so determined by City)
- b. Cost Sharing: Sierra Vista, Westbrook, & Chan
- c. Credits/Reimbursements:

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$28,471)
- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$2,712)

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$104,394)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$2,712)

10. Construct 12-inch water line (W11, on Exhibit O-1) and appurtenances (2,380± LF) in Santucci Boulevard.

- a. Responsibility: Westbrook
- b. Cost Sharing: Westbrook, Chan, 3rd Parties (excluding Sierra Vista) to be determined by City
- c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Chan property upon development. (Estimated \$6,431)

- ii. Reimbursement to Westbrook for oversizing shall be pro rata based on capacity requirements for Westbrook and other benefiting properties. (Estimated \$247,584).
11. Construct 12-inch water line (W12, on Exhibit O-1) and appurtenances (1,320± LF) in Pleasant Grove Boulevard.
- a. Responsibility: Westbrook
 - b. Cost Sharing: Westbrook, Chan, 3rd Parties (excluding Sierra Vista) to be determined by City
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Chan property upon development. (Estimated \$838)
 - ii. Reimbursement to Westbrook for oversizing shall be pro rata based on capacity requirements for Westbrook and other benefiting properties. (Estimated \$32,266).
12. Construct 12-inch water line (W13, on Exhibit O-1) and appurtenances (3,015± LF) in Pleasant Grove Boulevard.
- a. Responsibility: Westbrook
 - b. Cost Sharing: Westbrook, Chan, 3rd Parties (excluding Sierra Vista) to be determined by City & Westpark Phase 3
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Chan property upon development. (Estimated \$2,312)
 - ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Westpark Phase 3 Property upon development. (Estimated \$8,221)
 - iii. Reimbursement to Westbrook for oversizing shall be pro rata based on capacity requirements for Westbrook and other benefiting properties. (Estimated \$92,996).

13. Construct 24-inch water line (W14, on Exhibit O-1) and appurtenances (2,215± LF) in Westbrook Boulevard.

- a. Responsibility: Westbrook
- b. Cost Sharing: Westbrook, Sierra Vista, & Chan
- c. Credits/Reimbursements:

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional water demand from Sierra Vista upon development. (Estimated \$414,248)
- ii. Reimbursement to Westbrook for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$10,760)

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$112,977)
- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$10,760)

Recycled Water Reimbursements:

1. Construct 24-inch recycled water line (Exhibit P) and appurtenances (2,230± LF) in Westbrook Boulevard.

- a. Responsibility: Westbrook
- b. Cost Sharing: Westbrook, Sierra Vista, & Chan
- c. Credits/Reimbursements:

If Construction by Westbrook:

- i. Reimbursement to Westbrook for oversizing based on proportional recycled water demand from Sierra Vista upon development. (Estimated \$464,947)

- ii. Reimbursement to Westbrook for oversizing based on proportional recycled water demand from the Chan Property upon development. (Estimated \$17,436)

If Construction by Sierra Vista:

- i. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Westbrook Property upon development. (Estimated \$98,801)
- ii. Reimbursement to Sierra Vista for oversizing based on proportional water demand from the Chan Property upon development. (Estimated \$17,436)

Drainage Reimbursements:

1. Construct access roadway (12-foot wide with 3-foot shoulders) and two access ramps along drainage ditch east of parcels WB-31 and WB-80.
 - a. Responsibility: Westpark Phase 3
 - b. Cost Sharing: Westpark Phase 3
 - c. Credits/Reimbursements:
 - i. Reimbursement to Westbrook from the Westpark Phase 3 Property upon development. (Estimated \$89,451)

Electric Sub-station Site (SVSP Parcel FD-61):

1. Dedicate Specific Plan Parcel FD-61, approximately 1.1 acre (0.86 acres buildable), to the City for purposes of the construction of an electric substation. The dedication is to include the grading of the site to within 6" of final grade, retaining walls (if required), an access road (12' wide plus 2' AB shoulders on each side with a structural section consisting of a lime treated sub-grade of 2" asphalt concrete over 4" aggregate base) capable of transporting a 200,000 pound distribution transformer and associated trailer, and frontage improvements to include roadway excavation, 18' of pavement, curb and gutter. The cost sharing for the Electric Substation shall include the grading, the access road, the frontage improvements described above and the value of the land (\$135,000 per acre) only. The estimated and actual costs of the grading, the access road and the frontage

improvements shall be escalated annually by the CCI as defined in Section 3.5.11 and provided for in Sections 3.26 and 4.2.5. There shall be no adjustment to the land value.

- a. Responsibility: Sierra Vista
- b. Cost Sharing: Sierra Vista, Westbrook, Chan
- c. Credits/Reimbursements:
 - i. Reimbursement to Sierra Vista for proportional share based on traffic EDU's from Westbrook upon development. The Westbrook proportional share shall be 21.37%. (Estimated \$142,457)

Fire Station Site (SVSP Parcel FD-64):

1. Dedicate and grade (including retaining walls if required) Specific Plan Parcel FD-64, approximately 3.2 acres (2.8 acres net buildable) to the City. The cost sharing for dedication of the Fire Station shall include the value of the land (\$135,000 per acre), the cost of grading (including retaining walls if required), and the frontage improvements to include, for Westbrook Blvd. roadway excavation, 18' of pavement, curb and gutter, and for Sierra Glen Drive one-half of the primary residential street section (pavement, curb, and gutter). The estimated and actual costs of the grading and frontage improvements shall be escalated annually by the CCI as defined in Section 3.5.11 and provided for in Sections 3.26 and 4.2.5. There shall be no adjustment to the land value.

- a. Responsibility: Sierra Vista
- b. Cost Sharing: Sierra Vista, Westbrook, Chan
- c. Credits/Reimbursements:
 - i. Reimbursement to Sierra Vista for proportional share based on traffic EDU's from Westbrook upon development. The Westbrook proportional share shall be 21.37%. (Estimated \$177,257)

Recycle Center (SVSP Parcel FD-62):

1. Dedicate and grade (including retaining walls if required) Specific Plan Parcel FD-62, approximately 0.5 acres to the City. The cost sharing for dedication of the Recycle Center shall include the value of the land (\$135,000 per acre), grading of

the property (including retaining walls), and the cost of frontage improvements to include roadway excavation, 18' of pavement, curb and gutter.. The estimated and actual costs of the grading and frontage improvements shall be escalated annually by the CCI as defined in Section 3.5.11 and provided for in Sections 3.26 and 4.2.5. There shall be no adjustment to the land value.

- a. Responsibility: Sierra Vista
- b. Cost Sharing: Sierra Vista, Westbrook, Chan
- c. Credits/Reimbursements:
 - i. Reimbursement to Sierra Vista for proportional share based on traffic EDU's from Westbrook upon development. The Westbrook proportional share shall be 21.37%. (Estimated \$72,426)

Exhibit CC

Wet Utilities Reimbursement

SANITARY SEWER RESPONSIBILITY [1]																			
No	CONTRIB. NODE #	SEWER LINE SEGMENT	PIPE SIZE (Inches)	QA (mgd)	CONTRIBUTING FLOW (mgd)				% RESPONSIBLE				COST						
					SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3	OTHER 3RD PARTIES TBD	SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3	OTHER 3RD PARTIES TBD	TOTAL	SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3
1	70	R2	12	0.151	0	0	0	0	100.0	0.0	0.0	0.0	0.0	\$ 79,056	\$ 79,056	\$ -	\$ -	\$ -	\$ -
2	270	R1	18	0.484	0.333	0	0	0	31.2	68.8	0.0	0.0	0.0	\$ 234,216	\$ 73,072	\$ 161,144	\$ -	\$ -	\$ -
TOTAL SANITARY SEWER														\$ 313,272	\$ 152,128	\$ 161,144	\$ -	\$ -	\$ -
WATER RESPONSIBILITY [2]																			
NO	WATER LINE SEGMENT	PIPE SIZE (Inches)	DEMAND (Acre-Feet/year)				% RESPONSIBLE				COST								
			SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3	OTHER 3RD PARTIES TBD	SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3	OTHER 3RD PARTIES TBD	TOTAL	SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3	OTHER 3RD PARTIES TBD	
1	W1	24	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 1,859,968	\$ 1,431,405	\$ 390,383	\$ 37,179	\$ -	\$ -	
2	W2	24	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 1,662,552	\$ 1,280,165	\$ 349,136	\$ 33,251	\$ -	\$ -	
3	W3	24	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 401,040	\$ 308,801	\$ 84,218	\$ 8,021	\$ -	\$ -	
4	W4	24	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 450,000	\$ 346,500	\$ 94,500	\$ 9,000	\$ -	\$ -	
5	W5	24	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 746,640	\$ 574,913	\$ 156,794	\$ 14,933	\$ -	\$ -	
6	W6	24	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 311,760	\$ 240,055	\$ 65,470	\$ 6,235	\$ -	\$ -	
7	W7	Facilities	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 663,840	\$ 511,157	\$ 139,406	\$ 13,277	\$ -	\$ -	
8	W8	16	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 160,704	\$ 123,742	\$ 33,748	\$ 3,214	\$ -	\$ -	
9	W9	8	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 135,576	\$ 104,394	\$ 28,471	\$ 2,712	\$ -	\$ -	
10	W9	16	3826	0	96	0	0	97.5	0.0	2.5	0.0	0.0	\$ 303,656	\$ 296,065	\$ -	\$ 7,591	\$ -	\$ -	
11	W10	12	3826	0	96	0	0	97.5	0.0	2.5	0.0	0.0	\$ 276,401	\$ 269,491	\$ -	\$ 6,910	\$ -	\$ -	
SUBTOTAL WATER WITHIN SVSP														\$ 6,971,137	\$ 5,486,687	\$ 1,342,127	\$ 142,323	\$ -	\$ -
WITHIN WESTBROOK																			
12	W11	12	0	1023	96	0	3826	0.0	21.0	2.0	0.0	77.0	\$ 321,538	\$ -	\$ 67,523	\$ 6,431	\$ -	\$ 247,564	
13	W12	12	0	1023	96	0	3826	0.0	21.0	2.0	0.0	77.0	\$ 41,904	\$ -	\$ 8,800	\$ 638	\$ -	\$ 32,266	
14	W13	12	0	1023	96	338	3826	0.0	19.4	1.8	6.4	72.4	\$ 128,448	\$ -	\$ 24,919	\$ 2,312	\$ 8,221	\$ 92,996	
15	W14	24	3826	1023	96	0	0	77.0	21.0	2.0	0.0	0.0	\$ 537,984	\$ 414,248	\$ 112,977	\$ 10,760	\$ -	\$ -	
SUBTOTAL WATER WITHIN WESTBROOK														\$ 1,029,874	\$ 414,248	\$ 214,218	\$ 20,341	\$ 8,221	\$ 372,846
TOTAL WATER														\$ 8,001,011	\$ 5,900,935	\$ 1,556,345	\$ 162,664	\$ 8,221	\$ 372,846
RECYCLED WATER RESPONSIBILITY [3]																			
NO	RECYCLED WATER LINE SEGMENT	PIPE SIZE (Inches)	DEMAND (mgd)				% RESPONSIBLE				COST								
			SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3	OTHER 3RD PARTIES TBD	SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3	OTHER 3RD PARTIES TBD	TOTAL	SVSP	WESTBROOK	CHAN	WESTPARK PHASE 3	OTHER 3RD PARTIES TBD	
1	RW1	24	1.29	0.27	0.05	0	0	80	17	3	0.0	0	\$ 581,184	\$ 464,947	\$ 98,801	\$ 17,436	\$ -	\$ -	
TOTAL RECYCLED WATER														\$ 581,184	\$ 464,947	\$ 98,801	\$ 17,436	\$ -	\$ -
CUMULATIVE RESPONSIBILITY TOTAL														\$ 8,895,467	\$ 6,518,009	\$ 1,816,291	\$ 180,100	\$ 8,221	\$ 372,846

Notes:

[1] Based on Westbrook - Sanitary Sewer Master Plan (24 August 2011) Exhibit 2.

[2] Based on SVSP Potable Water Master Plan, Addendum 1 (10 July 2011) Table 2-2 & 2-3.

[3] Based on tables within SVSP DA.

[4] Per DA Section 3.8.3, the City may in the future determine waterline segments W11 and W12 are eligible for reimbursement from others, excluding SVSP. Until such a determination is made, Westbrook shall have 100% responsibility for waterline segments W11 and W12.

[5] Per DA Section 3.8.3, waterline segment W13 is eligible for reimbursement between Westbrook and Westpark Phase 3. The City may in the future determine this waterline segment is also eligible for reimbursement from others, excluding SVSP. Until such time as the City makes that determination, Westbrook and Westpark Phase 3 shall have between them 100% responsibility for waterline segment W13.

Exhibit DD

Sample Assignment and Assumption Agreement

EXHIBIT DD
SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

City of Roseville
311 Vernon Street
Roseville, CA 95678
ATTN: City Clerk

Exempt from recording fees
Pursuant to Govt. Code 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
SIERRA VISTA SPECIFIC PLAN DEVELOPMENT AGREEMENT
[WESTPARK S.V. 400, LLC]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ___ day of _____, 20___, by and between _____, a _____ (hereinafter "Landowner"), and _____, a _____ (hereinafter "Assignee").

RECITALS

A. On _____, 2012, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Westpark S.V. 400, LLC (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Landowner agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2012 [Instrument No. _____].

B. Landowner intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel"), or all of the Subject Property, as defined in the Development Agreement.

C. Landowner desires to assign and Assignee desires to assume all of

Landowner's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Landowner and Assignee hereby agree as follows:

1. Landowner hereby assigns, effective as of Landowner conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel. Landowner retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Landowner.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Landowner as the "Landowner" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Article 11 of the Development Agreement for the Landowner with respect to the Assigned Parcel shall be:

Attn: _____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

LANDOWNER:

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

By: _____

Print Name: _____

Title: _____
