

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
THE ALEXANDER COMPANY RELATIVE TO THE
STONERIDGE SPECIFIC PLAN**

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
THE ALEXANDER COMPANY RELATIVE TO THE
STONERIDGE SPECIFIC PLAN**

This Development Agreement is entered into this 1st day of May, 1998, by and between the **CITY OF ROSEVILLE**, a municipal corporation, hereinafter "City", and **THE ALEXANDER COMPANY**, a sole proprietorship, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (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.

2. Property. The subject of this Agreement is the development of that certain parcel of land, consisting of approximately 2.4± acres located in the city of Roseville, county of Placer, as described and shown on **Exhibit "A-1"** (hereinafter the "Property"), attached hereto and incorporated herein by this reference. Landowner represents that it owns the Property in fee and that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

3. Prior Development Agreement. City, Johnson Ranch Investors and Urban Reserve Investors, as landowner, and Landowner, as Alexander, entered into that certain Development Agreement Relative to Northeast Roseville Specific Plan Urban Reserve Parcel No. 1, dated November 20, 1995 (the "Prior Development Agreement") and recorded against the Property in the Official Records of Placer County, Instrument Number 95-063781. This Agreement supersedes and replaces the Prior Development Agreement.

4. Hearing. On February 26, 1998, 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 and conducted public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

5. Environmental Impact Report. On March 18, 1998, the City Council, in Resolution 98-50, certified as adequate and complete the Final EIR (the "Plan EIR") for the Stoneridge Specific Plan (the "Specific Plan"). Mitigation measures were suggested in the Plan EIR and are incorporated to the extent feasible in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

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6. Entitlements. The City Council has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

- A. The Roseville General Plan, as amended by Resolution No. 98-51;
- B. The Stoneridge Specific Plan and Design Guidelines, as adopted by Resolution No. 98-53;
- C. The Rezoning of the Property pursuant to Ordinance No. 3197, dated April 1, 1998; and
- D. This Development Agreement, as adopted by Ordinance No. 3199 (the "Adopting Ordinance").

The approvals described in paragraphs A through C, inclusive, are referred to herein as the "Entitlements."

7. 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 and Specific Plans. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, the applicable law shall be as set forth in the Entitlements as of the date hereof.

8. 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.

9. 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.

10. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property through the payment of impact fees at the issuance of building permits, and City agrees to provide such public facilities and services to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement 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 through the payment of impact fees at the issuance of building permits as herein provided to mitigate the impacts of development of the Property as such development occurs.

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11. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article V, Chapter 19.84 of the Roseville Municipal Code.

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

13. Annexation. A portion of the Stoneridge Specific Plan is currently located adjacent to the City within the unincorporated county of Placer as shown on Exhibit A-2 ("Unincorporated Property"). The ability to proceed with development of the Property pursuant to the Entitlements shall not be contingent upon the annexation of the unincorporated Property into the City.

I. AGREEMENT

SECTION 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 Property Description and Binding Covenants. The Property is that property described in Exhibits "A-1" and "A-2". It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to The Alexander Company 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 of the Adopting Ordinance approving this Agreement. This Agreement shall extend for a period of twenty (20) years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

1.3.2 Termination Upon Landowner Request. This Agreement may also be terminated, as to any separately-created parcel, at the election of the then property owner, when receiving a certificate of occupancy for a non-residential building on such parcel, by giving written notice to City of its election to terminate the Agreement for the Property. City shall cause any written notice of termination approved pursuant to this subsection to be recorded against the Property, at Landowner's expense, with the County Recorder.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of City and Landowner, in accordance with the provisions of the Development Agreement Statute and the Development Agreement Ordinance. 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 such minor modifications to the Entitlements consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

1.5 Recordation. The City shall cause this Agreement, any amendment hereto and any other termination thereof to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of this Agreement, amendment or termination becoming effective.

1.6 Termination of Prior Development Agreement. Upon recordation of this Development Agreement, the Prior Development Agreement shall automatically terminate and have no further force or effect.

SECTION 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 and this Agreement.

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 this Agreement and the Entitlements. City acknowledges that the Entitlements include the right to develop the Property for Business Professional land use, as shown on **Exhibit "B."** Such use 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 use, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

2.3 Rules, Regulations and Official Policies.

2.3.1 Inconsistency. To the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land under the Entitlements 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, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land under the Entitlements or under any other terms of this Agreement, such rules, ordinances, regulations or policies shall be applicable.

2.3.2 Application of Changes. This section shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent, 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.

2.3.3 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 unreasonably 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 effective date of this Agreement.

2.4 City Fees, Taxes and Assessments.

2.4.1 Processing Fees and Charges. Landowner shall pay those processing, inspection and plan check 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.

2.4.2 Existing Impact and Development Fees. Landowner shall pay those impact and development fees adopted by the City and in force as of the Effective Date of this Agreement, as such existing fees may be adjusted from time to time in accordance with applicable law or other fees as may be duly adopted in the future by the City in accordance with applicable law; provided, however, Landowner's obligation to pay future 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 by geographical location, drainage sheds or other distinguishable circumstances.

2.5 Exchange of Property. Landowner agrees to deed a portion of the Property to City as shown on **Exhibit "C"** and described in **Exhibit "C-1"** (the "Triangle") in exchange for the grant from City to Landowner of the portion of property adjacent to the southern boundary of the Property as shown on **Exhibit "C"** and described in **Exhibit "C-2"** (the "Southern Property"). Land exchange is made in reliance of the existence of all necessary improvements and driveway locations shown in **Exhibit "B"** necessary to serve the Property. The City shall

not impose any condition upon such approval to install any off-site improvements or to pay a fee for any such installation, unless adopted as described in Section 2.4.2 above. Upon the consummation of the exchange, all references herein to the "Property" shall mean and refer to the Property described in Exhibit "A", as amended by such exchange. Prior to the City's approval of any permits or future entitlements for the Property, the exchange of property shall be completed and proof provided to the City in the form of a recorded document.

The deed for the exchange from City shall be delivered to Landowner through an escrow selected by City and acceptable to Landowner. Escrow shall be opened within thirty (30) days of the approval by the City of the large-lot tentative subdivision map and shall close upon recordation of the large-lot final subdivision map, or partial large-lot final map, that creates such Parcel. Title to the respective properties shall be free and clear of any monetary liens or deeds of trust, hazardous materials, financial encumbrances, special taxes and any non-monetary encumbrances, restrictions or easements shall be subject to the review and approval of the applicable grantee, provided any easements for rights-of-way or utilities affecting the Southern Property along Sunrise Boulevard shall be deemed approved by Landowner. Landowner intends to incorporate the Southern Property into its development of the Property and City acknowledges that, except for possible oak trees, the removal of which is subject to approval of the City and may require mitigation, the Plan EIR has reviewed, evaluated and confirmed that no other environmental constraints or impediments will prevent Landowner from incorporating the Southern Property into the Property and improving it for development consistent with the Entitlements.

Landowner shall pay the costs of the escrow, including recording and escrow fees, any documentary transfer tax and the issuance premium for a CLTA Owner's Policy of title insurance on that portion of the property which is conveyed to the City.

SECTION 3: DEVELOPER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees and Financing. Except as otherwise provided herein, 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 applicable City ordinances in effect as of the date of this Agreement, subject to adjustment in accordance with applicable law, or as may be subsequently adjusted or adopted in accordance with the provisions of either Section 2.4.2.

3.1.1 Update of City Fee Programs. City will amend its current Traffic Mitigation Fee (Roseville Municipal Code, Title 4, Chapter 4.44) and the Dry Creek Watershed Drainage Mitigation Fee (Roseville Municipal Code, Title 4, Chapter 4.49) Ordinances (the "Fee Ordinances") so as to apply to and include the Property. Landowner shall pay its fair share, based on relative traffic generation and drainage impacts, of the costs for these updates (or if such updates have not then been performed, then its fair share of the estimated cost thereof). City shall use its best efforts to complete these fee updates within one (1) year of the effective date of this Agreement. The City currently estimates that the amended fees will be approximately the same as those charged in the Northeast Roseville Specific Plan Area ("Northeast Roseville"). Upon amendment, Landowner agrees to pay such fees at the time of building permit issuance. ~~Provided, however, if the City has not updated either Fee Ordinance~~

by the time Landowner is ready to commence construction on the Property, Landowner and City agree that the provisions thereof (as the same exist or may hereafter be amended) applicable to Northeast Roseville shall apply to the Property and Landowner shall pay such fees in the amounts and at the times specified in the Fee Ordinances, in full satisfaction of its obligations under this Section 3.1.1.

Landowner agrees that the Property will be subject to the Bizz Johnson Highway Interchange Joint Power Authority (the "JPA"), which collects impact fees upon the issuance of building permits for the purposes of constructing interchanges along Highway 65 at Harding Boulevard/Stanford Ranch Road, Pleasant Grove Boulevard, Blue Oaks Boulevard and Sunset Boulevard. Landowner waives herewith any objection and consents to and will cooperate with City in the inclusion of the Property within such JPA.

Landowner shall bear its equitable share of those costs of updating the JPA Fee program to include the Property. It is estimated that the updated fee will be approximately the same as that charged in Northeast Roseville. Upon amendment, Landowner agrees to pay such fee at the time specified therefor. Furthermore, Landowner agrees that until such time as the JPA Fee program is amended to include the Property, the provisions thereof (as the same exist or may hereafter be amended) applicable to Northeast Roseville shall apply to the Property and Landowner shall pay such fees (hereinafter the "Interim JPA Fee") in the amounts and at the times specified in the JPA Fee program. If Landowner or any other Plan Area landowners pay the Interim JPA Fee prior to amendment of the JPA Fee program, and if the Interim JPA Fee exceeds the fee that would otherwise have been adopted for the Plan Area, then the excess amount collected from payment of such Interim JPA Fee shall be applied to reduce the JPA Fee to be adopted for the balance of the Plan Area. If the Interim JPA Fee is less than the fee that is ultimately adopted for the Plan Area, then the total amount of the shortfall arising from Landowner's prior payment of the Interim JPA Fee shall be added as a surcharge to the fees to be assessed within the Landowner's Property on a per-unit 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.

3.1.2 No Park Fee. In accordance with the park financing plan for the Specific Plan, Landowner shall not be obligated to pay any park fees in connection with its non-residential development of the Property.

3.1.3 School Fee. Landowner has entered into separate written agreements with the Roseville City Elementary School District and the Roseville Joint Union High School District to fully mitigate the impacts of development of the Property on said school districts. From and after execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall not refrain from approving any subdivision maps or other such entitlements for the Property or from issuing any building permits for development thereof consistent with the Entitlements on the basis of adverse impacts of such development on school facilities. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement with the City. Any School District may request

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that the City join in its agreement with Landowner to evidence the City's support thereof and the City will cooperate therewith and join in such school agreement as an additional party thereto, subject to its approval of the terms and conditions thereof.

3.1.4 Fire Tax. During the term of this Agreement, Landowner or its successors shall continue to pay the Fire Service Construction Tax set forth at Chapter 4.46 of the Roseville Municipal Code.

3.1.5 Countywide Facilities Fee. Landowner and City intend, in accordance with the provisions of Sections 2.3.1 and 2.4.2 above, that Landowner will pay the pending county-wide facilities impact fee if and when approved by the City.

3.1.6 No CFD or Services District. Landowner does not intend to participate in the formation of any community facilities district or other such public financing mechanism to finance its fair share of the cost of the Plan Area improvements and City agrees to exclude the Property from any such financing district unless otherwise requested by Landowner. Furthermore, City agrees that the Property shall not be included in any landscaping or lighting district or services district that may be formed to finance the maintenance of landscaping and other improvements within the Plan Area.

3.1.7 Light Rail Funding. Landowner consents to and agrees that the Property shall participate in its fair share of a city-wide funding mechanism for the extension of light rail into the city of Roseville.

3.2 Utilities and Improvements. Subject to Landowner's compliance with the terms of this Agreement, City acknowledges that all utilities, road improvements and applicable rights of way and public utility easements necessary for development of the Property are installed and available to serve such development. Except for the payment of fees required hereunder, Landowner shall not be obligated to provide or share in the cost to provide any additional off-site utility or road improvements in connection with development of the Property.

3.2.1 Power Purchase Agreement. Landowner shall purchase electric power for all non-residential uses within the Property from City of Roseville Electric for a period of five (5) years from the date of issuance of the final occupancy permit for the first permanent structure constructed in the Property, or until January 1, 2006, whichever occurs first. City will provide electric power at rates that are competitive with market rates in the industry as a whole for the delivery of power to the Property.

3.2.2 Water Softeners No water softeners shall be used within the Property except for those approved by the Environmental Utilities Director. Property CC&Rs, if recorded, shall include this provision.

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3.3 Transportation and TSM.

3.3.1 Master Plan Funding. Landowner consents to and agrees that the Property shall participate in its fair share of citywide funding mechanisms for the updates of the City's Bikeway Master Plan and Long Range Transit Master Plan, provided the fee therefor is adopted prior to issuance of the last building for the Property.

3.3.2 Transportation Systems Management. Landowner and its successors shall comply with the City's Transportation Systems Management Ordinance.

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

3.5 Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its 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 undercompensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in 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.

3.6 No Additional Dedications or Easements. Landowner shall not be obligated to dedicate any off-site right of way or grant any off-site public utility easements as a condition of development of the Property

3.6.1 Landscape Setbacks. For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided by the Specific Plan. Such setbacks shall be measured generally from back of curb, except along intersections, bus turnouts, turn lanes, etc., which facilities may encroach into the landscape setback to the extent permitted by the Stoneridge Specific Plan. Such landscape setbacks shall be limited to landscaping, street lights, utilities, sidewalks and related uses.

3.7 Master Drainage Plan. Prior to approval of any improvement plans for Landowner's Property, Landowner shall prepare a Master Drainage Plan for its drainage facilities to the satisfaction of the City Engineer. The Master Drainage Plan shall identify the size, location and timing of all major drainage facilities proposed for the Property (or portion thereof as approved by the city Engineer) and shall be accompanied by all supporting technical information and calculations.

3.8 Timing of Sidewalks and Landscaping. Sidewalks and landscaping to be installed adjacent to the Property shall be installed concurrently with construction of the subject building(s), unless, at the discretion of City, Landowner enters into a Deferred Improvement

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Agreement with city, in which case said Deferred Improvement Agreement shall provide for the timing of such installation.

3.9 Reimbursement for Oversized Facilities. If and to the extent City determines that any sewer, water or drainage facilities have been oversized in connection with development of the Northeast Roseville Specific Plan Area, which provide benefit to the Plan Area and for which to Northeast Roseville Specific Plan has not received adequate reimbursement, City may impose a fee (if it is legally entitled to enact a fee for such purpose) to recover the Plan Area's fair share of any such oversizing that has not otherwise been reimbursed to the Northeast Roseville Plan Area.

3.10 Library Facilities. Landowner agrees to participate and pay its fair share of the 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 services provided the fee therefor is adopted prior to the issuance of the last building permit for the Property.

SECTION 4: CITY OBLIGATIONS

4.1 City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent, 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 No Credits or Reimbursements. Except through its payment of development fees, Landowner will not be financing construction of any public improvements and, therefore, City shall have no obligation to give any credits against fees or provide any reimbursements to Landowner in connection with Landowner's development of the Property.

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 act upon such applications in a timely manner.

4.3.2 Permits. Provided that Landowner is not in default under this Agreement, City shall not cease to issue building permits or certificates of occupancy for development of the Property that is consistent with the Entitlements.

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

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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 No 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 and initiative that directly or indirectly limit the rate, timing or sequencing of development or prevent or conflict with the permitted uses, density and intensity of uses or the maximum building heights and sizes as set forth in the Entitlements. 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 on a uniformly applied, city-wide or area-wide basis and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by said public health or safety issue. City shall use its best efforts and due diligence to obtain the permits, approvals and financing necessary for such facilities and to design and complete the facilities on a timely basis.

By way of example only, an ordinance which precluded the issuance of a building permit because City had inadequate sewage transmission capacity to meet the demand therefor (either city-wide or in a designated sub-area of the City) would directly concern a public health issue under the terms of this paragraph and would support a denial of a building permit within the Property, so long as City were also denying city-wide or area-wide all other requests for building permits which require sewage transmission capacity and City was using its best efforts to resolve such capacity problem. However, an attempt to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not directly concern a public health or safety issue under the terms of this paragraph.

4.5 Essence of Agreement. The foregoing Sections 2, 3 and 4 are of the essence of this Agreement.

SECTION 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 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 21081.6 of the Public Resources Code of the State of California. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in 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 annual 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 Planning Director of City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement.

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 said Commission. 01-10 0017

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, 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, the sole remedy of City for any default of this Agreement by Landowner shall be to terminate this Agreement and the vesting of the Entitlements hereunder and to cease approving requests for development of the Property. 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.

SECTION 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 therefor.

SECTION 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.

SECTION 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.

SECTION 9: GENERAL

9.1 Enforceability. The City agrees that unless this Agreement is amended or cancelled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City, 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 the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

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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 affect 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 in the form attached hereto as Exhibit "E." 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.

SECTION 10: NOTICES

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

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

Planning Director
City of Roseville
316 Vernon Street, Room 104
Roseville, CA 95678

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

0698 0000 0140 0020

The Alexander Company
1408 Adamson Court
Roseville, CA 95661
Attn: Nicholas Alexander

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

II. ASSIGNMENT

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 "D" 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.

III. FORM OF AGREEMENT; EXHIBITS

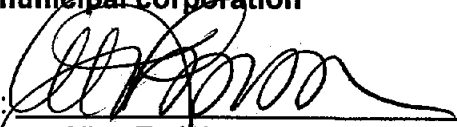
This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement consists of 18 pages and five (5) exhibits, which constitute the entire understanding and agreement of the parties.

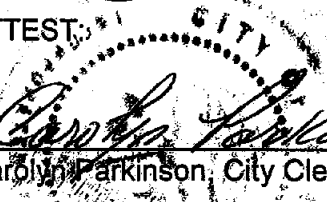
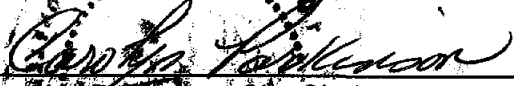
Approved this 1st day of April, 1998, by the City Council of the City of Roseville.

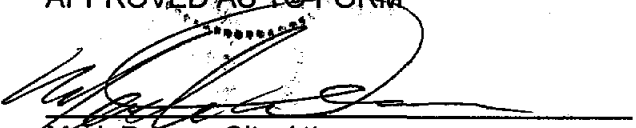
0099 0000 0140 0021

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: 
Allen E. Johnson
City Manager

ATTEST: 

Carolyn Parkinson, City Clerk

APPROVED AS TO FORM

Mark Doane, City Attorney

0699 0000 0140 0082

LANDOWNER:

**THE ALEXANDER COMPANY,
a sole proprietorship**

By: 

Nicholas G. Alexander

0698 0000 0140 0023

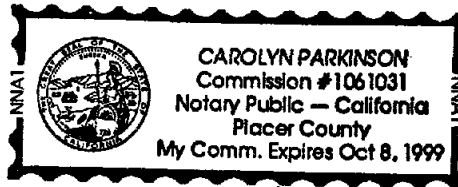
STATE OF CALIFORNIA)
) : ss.
COUNTY OF PLACER)

On this 1 day of May in the year of 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen E. Johnson personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn Parkinson

Notary Public in and for said State



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

Title or Type of Document Revel. Agreement - Alexander Co.
Date of Document 4.29.98

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

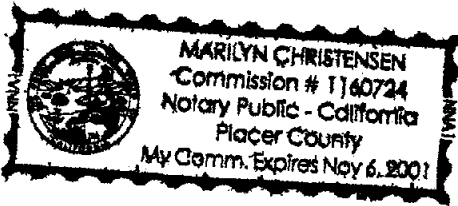
State of CALIFORNIA

County of PLACER

On April 2, 1998 before me, MARILYN CHRISTENSEN
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared NICHOLAS G. ALEXANDER
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Marilyn Christensen
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: _____

Document Date: _____ Number of Pages: _____

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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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LIST OF EXHIBITS

- Exhibit A -- Property Description:
 - A-1 -- Legal Description and Diagram of the Property
 - A-2 -- Description of Existing Property
- Exhibit B -- Land Use for the Property
- Exhibit C -- Map of Exchange Properties
 - C-1 -- Legal Description of the Triangle
 - C-2 -- Legal Description of the Southern Property
- Exhibit D -- Form of Assignment
- Exhibit E -- Form of Estoppel Certificate

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EXHIBIT A

LEGAL DESCRIPTIONS AND DIAGRAMS OF
EXISTING AND APPROVED PROPERTIES

0698 0000 0140 0027

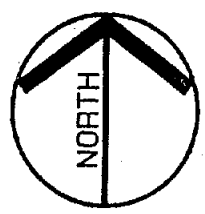
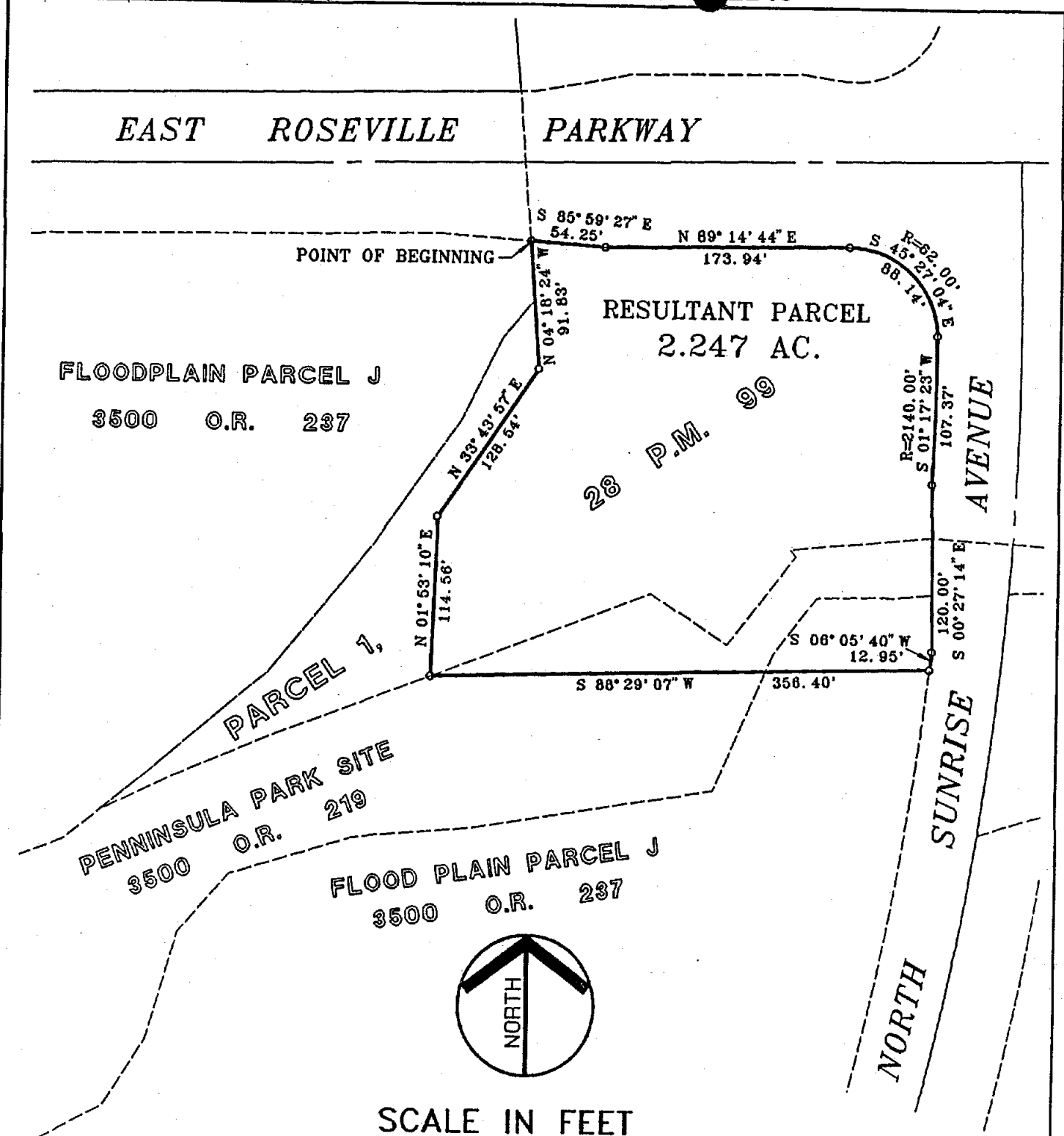
Exhibit "A-1"

Legal Description of Stoneridge Plan Parcel 10

All those portions of Parcel 1, as shown on that certain parcel map entitled "1 398 East Roseville Parkway, Portion Section 5, T. 1 0 N., R. 7 E., M. D. M., Portion Section 31, T. 1 1 N., R.7 E., M.D.M., and Portions Northeast 1/4Section 36 and Southeast 1/4Section 25, T.1 1 N., R.6 E., M.D.M.", recorded in the office of the Recorder of Placer County in Book 28 of Parcel Maps, at Page 99 and that certain 3.206 acre tract of land described as "Peninsula Park Site" in Grant Deed to the City of Roseville, recorded in the office of said Recorder in Book 3500, Page 219 of Official Records and that certain 29.512 acre tract of land described as "Floodplain Parcel J" in Grant Deed to the City of Roseville, recorded in Book 3500, Page 237 of said Official Records, described as follows:

Beginning at the Northwest corner of said Parcel 1; thence from said point of beginning, along the Boundary of said Parcel 1, the following four (4) courses: (1) South 85°09'27" East 54.25 feet, (2) North 89°14'44" East 173.94 feet, (3) curving to the right on an arc of 62.00 feet radius, said arc being subtended by a chord bearing South 45°27'04" East 88.14 feet and (4) curving to the right on an arc of compound curvature with a radius of 2140.00 feet, said arc being subtended by a chord bearing South 01°17'23" West 107.37 feet; thence, along the Easterly Boundaries of said Parcel 1, "Peninsula Park Site" and "Floodplain Parcel J", South 00°27'14" East 120.00 feet; thence, along the Easterly boundary of said "Floodplain Parcel J", South 06°05'40" West 12.95 feet; thence South 88°29'07" West 356.40 feet; thence North 01°53'10" East 114.56 feet; thence North 33°43'57" East 128.54 feet to a point located on the Southerly prolongation of the Westerly boundary of said Parcel 1; thence, along said Southerly prolongation and Westerly boundary, North 04°18'24" West 91.83 feet to the point of beginning; containing 2.247 acres, more or less.

DIAGRAM OF STONERIDGE PLAN PARCEL 10



SCALE IN FEET



UNPUBLISHED WORK
© 1997
THE SPINK CORPORATION

9056-039/277237:2423

| | | | |
|--|---|---|----------|
| TITLE: EXHIBIT OF A PORTION OF PARCEL 1, 28 P.M. 99 & SEC. 36, T 11N, R 6E, MDM CLIENT: The Alexander Co. | DATE: 12/97 DRAWN BY: J.K. | JOB NO.: 0075-007 CHECKED BY: C.W. | REVISION |
| | The Spink Corporation 2590 VENTURE OAKS WAY SACRAMENTO, CA 95833 PHONE: (916)925-5550 FAX: (916)921-9274 | | |
| SCALE: 1"=100' CODE: Z-6 | | DR. NO.: H-8021c | |

Exhibit A-2

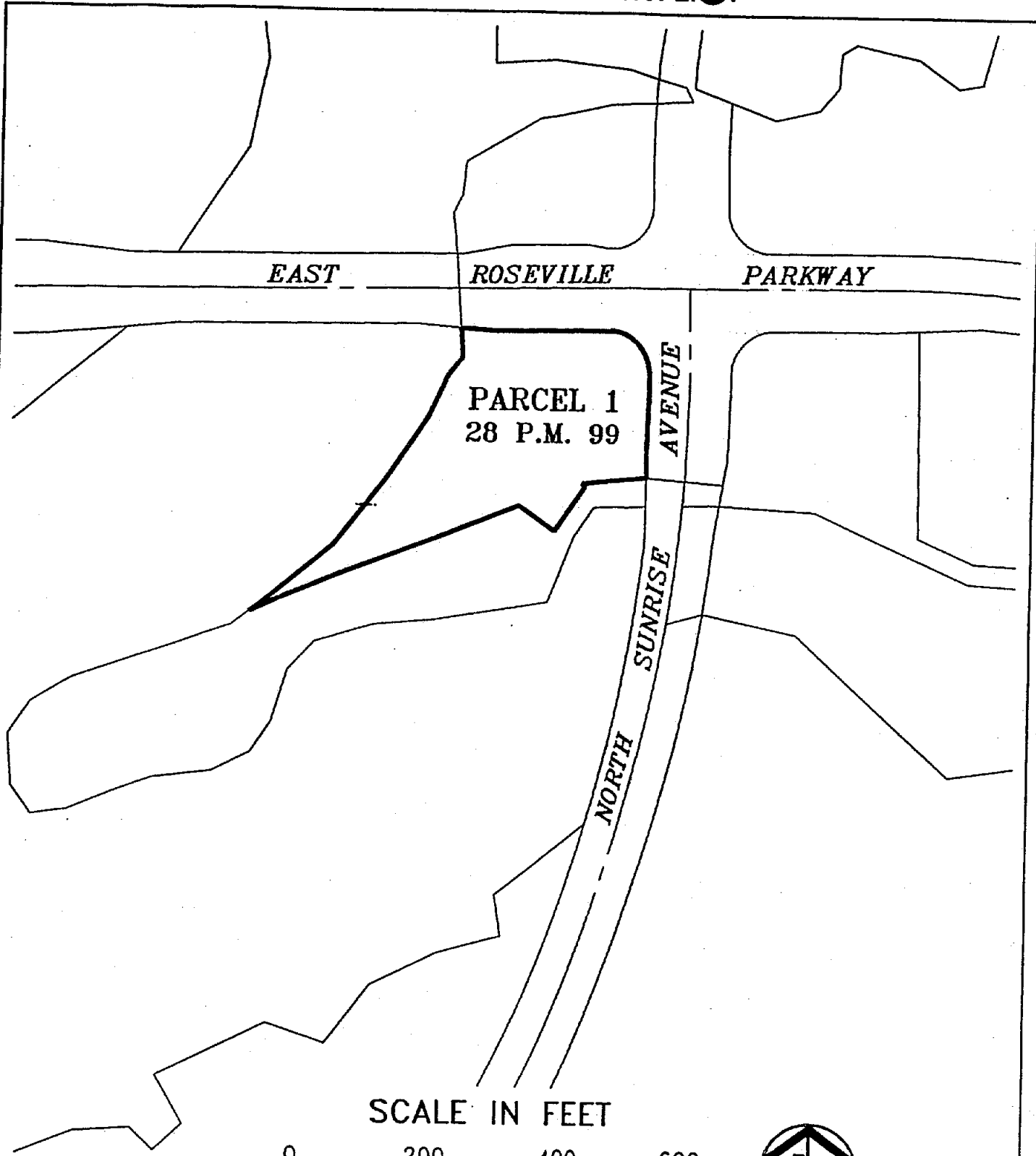
Legal Description of Existing Property

Parcel 1, as shown on that certain parcel map entitled "1398 East Roseville Parkway, Portion Section 5, T.10 N., R.7 E., M.D.M., Portion Section 31, T.11 N., R.7 E., M.D.M., and Portions Northeast 1/4 Section 36 and Southeast 1/4 Section 25, T. 11 N., R.6 E., M.D.M.", recorded in the office of the Recorder of Placer County in Book 28 of Parcel Maps, at Page 99.

9%1 on,j"

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● AGRAM OF EXISTING PROPERTY ●



SCALE IN FEET



UNPUBLISHED WORK
 ©, 1997
 THE SPINK CORPORATION

9056-039/277237:2418

TITLE: EXHIBIT OF PARCEL 1,
 28 P.M. 99

DATE: 12/97 JOB NO.: 9051-025
 DRAWN BY: J.K. CHECKED BY: C.W.

REVISION

CLIENT: The Alexander Co.

The Spink Corporation

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

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

DR. NO.: H-8021

EXHIBIT B

LAND USE AND DRIVEWAY LOCATIONS

0658 0000 0140 0032

EXHIBIT B
LAND USE AND DRIVEWAY LOCATIONS

OAD

11
OS

10
BP

9
CC

RAVINE

AVENUE

Denotes Right Turn In and
Right Turn Out Driveways

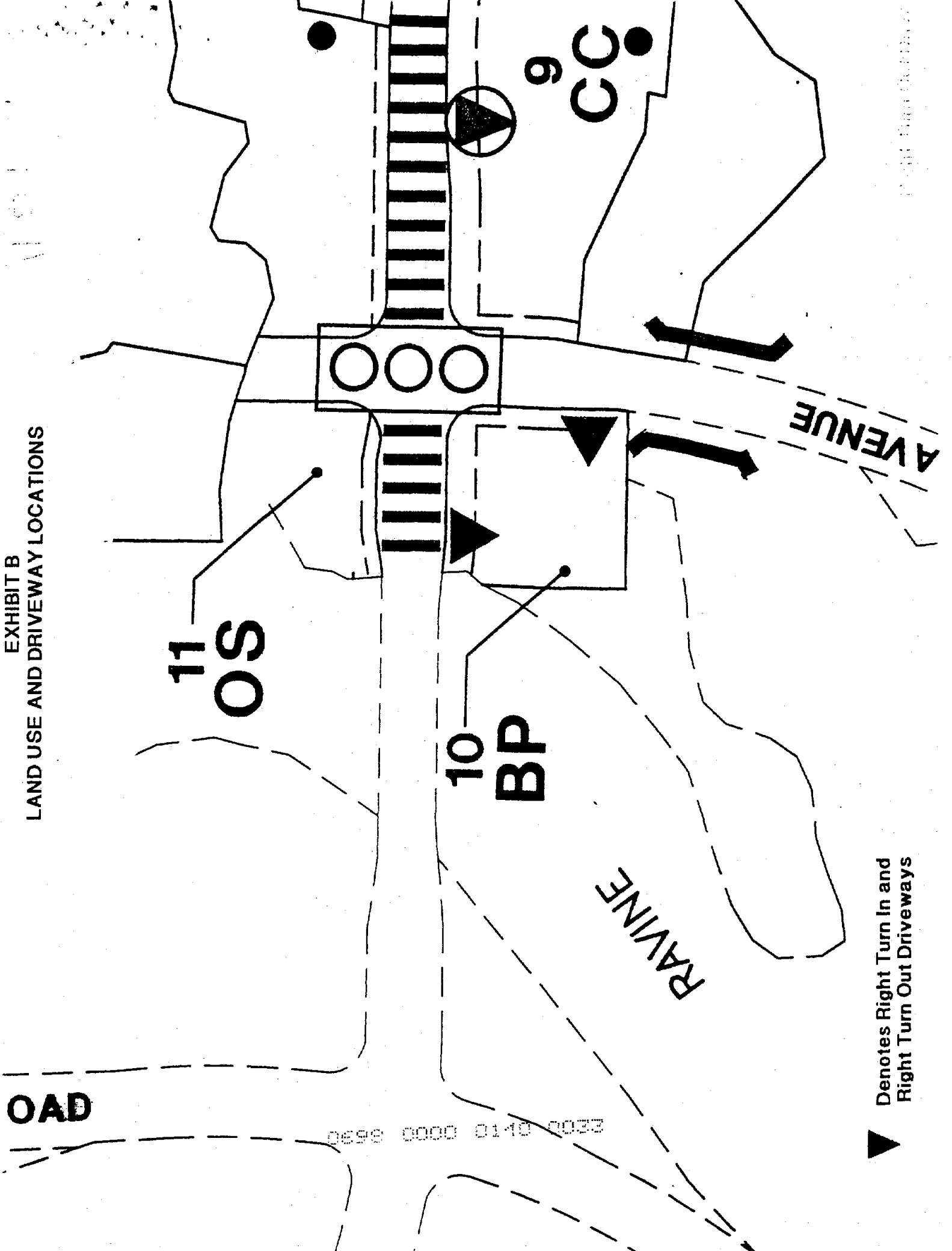


EXHIBIT C

LEGAL DESCRIPTIONS AND
DIAGRAMS OF EXCHANGE PROPERTIES

0698 0000 0140 0034

Exhibit "C-1

Legal Description of Triangle"

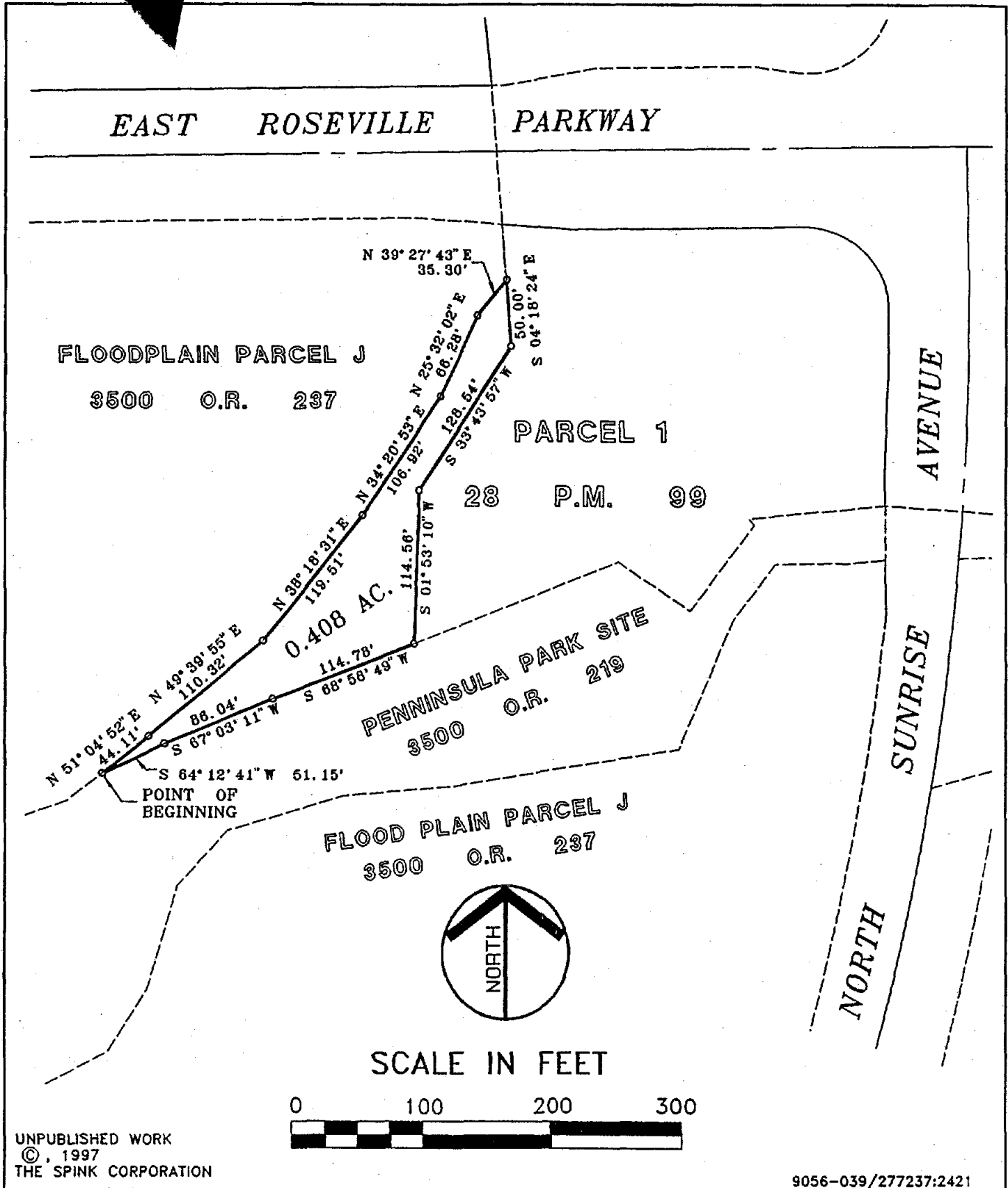
All that portion of Parcel 1, as shown on that certain parcel map entitled "1398 East Roseville Parkway, Portion Section 5, T. 1 0 N., R.7 E., M. D. M., Portion Section 31, T. 1 1 N., R.7 E., M.D.M., and Portions Northeast 1/4Section 36 and Southeast 1/4Section 25, T. 1 1 N., R.6 E., M.D.M.", recorded in the office of the Recorder of Placer County in Book 28 of Parcel Maps, at Page 99, described as follows:

Beginning at the most Westerly corner of said Parcel 1; thence from said point of beginning, along the Westerly boundary of said Parcel 1, the following six (6) courses: (1) North 51004'52" East 44.11 feet, (2) North 49039'55" East 110.32 feet, (3) North 38018'31" East 119.51 feet, (4) North 34020'53" East 106.92 feet, (5) North 25032'02" East 66.28 feet and (6) North 39027'43" East 35.30 feet; thence South 04018'24" East 50.00 feet; thence South 33043'57" West 128.54 feet; thence South 01053'10" West 114.56 feet to the Southerly boundary of said Parcel 1; thence along said Southerly boundary the following (3) courses: (1) South 68058'49" West 114.78 feet, (2) South 67003'11" West 86.04 feet and (3) South 64012'41" West 51.15 feet to the point of beginning; containing 0.408 acre, more or less.

OMF-025@NKS

0598 0000 0110 0035

EXHIBIT C-1
 DIAGRAM OF TRIANGLE



UNPUBLISHED WORK
 ©, 1997
 THE SPINK CORPORATION

9056-039/277237:2421

TITLE: EXHIBIT OF A PORTION
 OF PARCEL 1, 28 P.M. 99

DATE: 12/97 JOB NO.: 0075-007

DRAWN BY: J.K. [signature] CHECKED BY: C.W.

REVISION

CLIENT: The Alexander Co.

The Spink Corporation

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

SCALE: 1"=100' CODE: Z-6

DR. NO.: H-8021a

Exhibit "C-2"

Legal Description of Southern Property

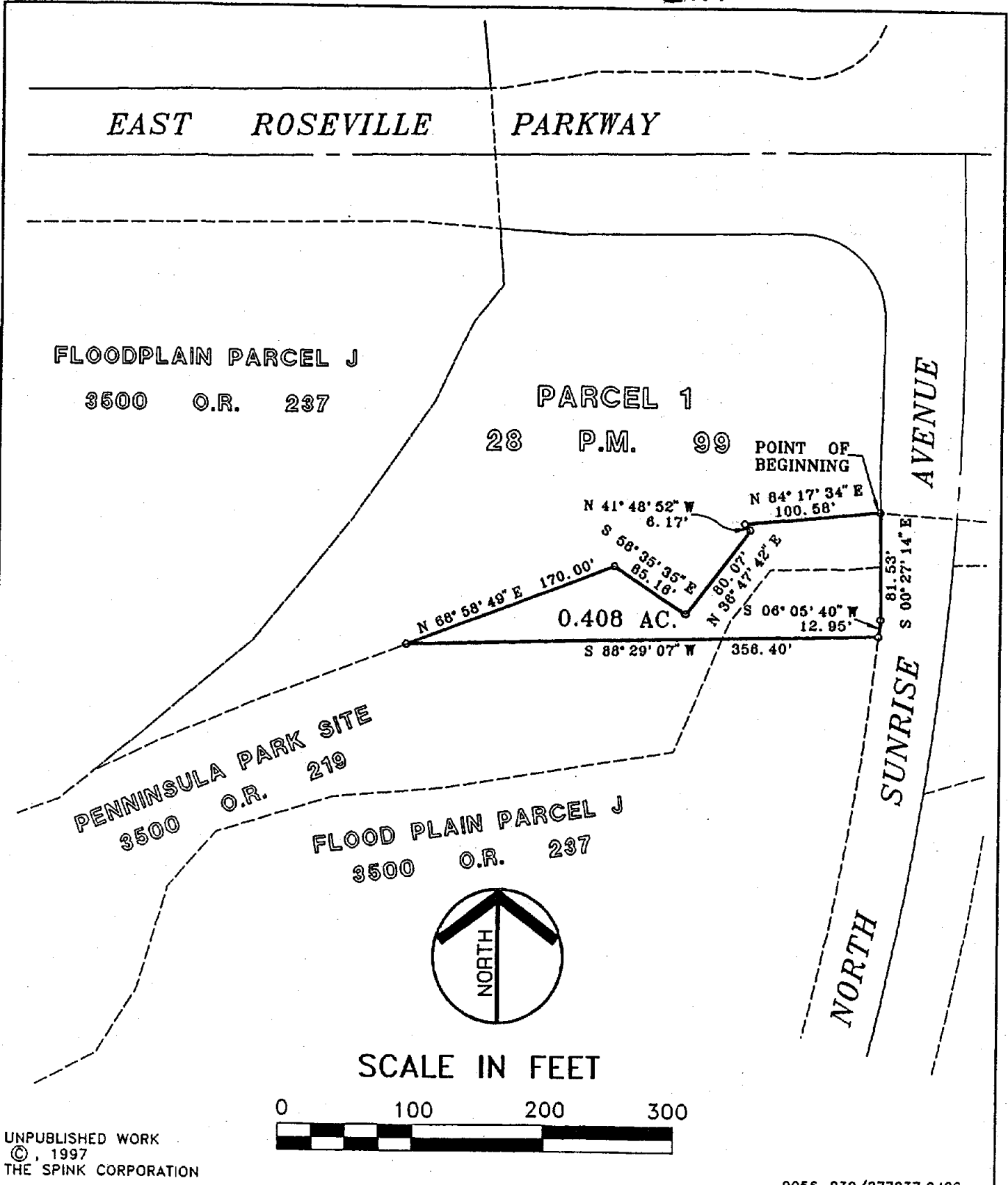
All those portions of that certain 3.206 acre tract of land described as "Peninsula Park Site" in Grant Deed to the City of Roseville, recorded in the office of the Recorder of Placer County in Book 3500, Page 219 of Official Records and that certain 29.512 acre tract of land described as "Floodplain Parcel J" in Grant Deed to the City of Roseville, recorded in Book 3500, Page 237 of said Official Records, described as follows:

Beginning at the Northeast corner of said "Peninsula Park Site", said corner being the Southeast corner of Parcel 1, as shown on that certain parcel map entitled "1398 East Roseville Parkway, Portion Section 5, T.10 N., R.7 E., M.D.M., Portion Section 31, T.11 N., R.7 E., M.D.M., and Portions Northeast $\frac{1}{4}$ Section 36 and Southeast $\frac{1}{4}$ Section 25, T.11 N., R.6 E., M.D.M.", recorded in the office of said Recorder in Book 28 of Parcel Maps, at Page 99; thence from said point of beginning, along the Easterly Boundaries of said "Peninsula Park Site" and "Floodplain Parcel J", South 00027'14" East 81.53 feet; thence, along the Easterly boundary of said "Floodplain Parcel J", South 06005'40" West 12.95 feet; thence South 88029'07" West 356.40 feet to the Northerly boundary of said "Peninsula Park Site", also being the Southerly boundary of said Parcel 1; thence along said Northerly boundary the following five (5) courses: (1) North 68058'49" East 170.00 feet, (2) South 56035'35" East 65.16 feet, (3) North 36047'42" East 80.07 feet, (4) North 41048'52" West 6.17 feet and (5) North 84017'34" East 100.58 feet to the point of beginning; containing 0.408 acre, more or less.

9051-MS JK4

0698 0000 0140 0037

EXHIBIT C-2
 DIAGRAM OF SOUTHERN PROPERTY



UNPUBLISHED WORK
 ©, 1997
 THE SPINK CORPORATION

9056-039/277237:2422

TITLE: EXHIBIT OF A PORTION OF
 SEC. 36, T 11N, R 6E, MDM

DATE: 12/97 JOB NO.: 0075-007
 DRAWN BY: J.K. CHECKED BY: C.W.

REVISION

CLIENT: The Alexander Co.

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

SCALE: 1"=100' CODE: Z-6 DR.NO.: H-8021b

EXHIBIT "D"

When Recorded, Return to:

[Name of Purchaser]

Attn: _____

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
STONERIDGE DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this ___ day of _____, 199___, by and between THE ALEXANDER COMPANY, a sole proprietorship, (hereinafter "Developer"), and [NAME OF PURCHASER], a _____ (hereinafter "Assignee").

RECITALS

A. On _____, 1998, the City of Roseville and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and The Alexander Company Relative to the Stoneridge Specific Plan" (hereinafter the "Development Agreement"), pursuant to which Developer 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 _____, 199___, in Book ____, Page ____, Series No. _____.

B. Developer intends to convey the Subject Property to Assignee.

C. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Subject Property.

0698 0000 0140 0039

EXHIBIT "E"

ESTOPPEL CERTIFICATE

_____ (Third Party Address)

Re: Stoneridge Development Agreement, Parcel 10
Dated: _____
Between the City of Roseville ("City") and "Developer"

Dear _____:

Reference is made to the above-described Development Agreement between the City and the Developer. City understands that you are entering into a transaction with Developer that relates to, among other things, this Agreement. City represents that:

1. A true and correct copy of the Agreement is attached as Exhibit "A."
2. There are no modifications, amendments, supplements, arrangements, side letters, or understandings, oral or written, of any sort, modifying, amending, altering, supplementing, or changing the terms of the Agreement except as follows: _____.
3. The Agreement is in full force, and the Agreement has been duly executed and delivered by, and is a binding obligation of, City.
4. City acknowledges that Developer is in full compliance with all terms of the Development Agreement, as well as all other City ordinances, regulations and policies regulating the use and development of the Developer's property subject to this Development Agreement.
5. The undersigned is authorized to execute this letter on the City's behalf.

Very truly yours,

CITY OF ROSEVILLE

By: _____
Its: Planning Director

0699 0000 0140 0010

ORDINANCE NO. 3199

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING A DEVELOPMENT AGREEMENT FOR
THE STONERIDGE SPECIFIC PLAN AREA
(NICHOLAS ALEXANDER, dba THE ALEXANDER COMPANY)
AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement for the Stoneridge Specific Plan (SRSP) area, as such area is described in the subject Development Agreement by and between the City of Roseville and Nicholas Alexander, dba The Alexander Company, a copy of which is on file with the City Clerk's office and is incorporated herein by reference.

SECTION 2. The City Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for the SRSP area and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Stoneridge Specific Plan;
2. The Development Agreement is consistent with the provisions of Chapter 19.84 of the Zoning Ordinance of the City of Roseville;
3. The Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;
4. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and
5. The development permitted by the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Development Agreement.

SECTION 3. The Development Agreement by and between the City of Roseville and Nicholas Alexander, dba, The Alexander Company, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

0898 0000 0170 0011

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

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


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

PASSED AND ADOPTED by the Council of the City of Roseville this 1st day of April 1998, by the following vote on roll call:


AYES COUNCILMEMBERS: Harry Crabb, Jim Gray, Randy Graham.

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Pauline Roccucci, Claudia Camar


MAYOR PRO TEMPORE

ATTEST:


City Clerk

1099 0000 0003 0110