



**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE AND  
ELLIOTT HOMES, INC. RELATIVE TO THE  
STONERIDGE SPECIFIC PLAN**

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**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE AND  
ELLIOTT HOMES 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 **ELLIOTT HOMES, Inc.**, an Arizona corporation, 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 those certain parcels of land, consisting of approximately 487.6 acres located in the City of Roseville, County of Placer, as described in **Exhibit "A-1"** and shown on **Exhibit "A-2"** (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. **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.
4. **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.
5. **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;

D. This Development Agreement, as adopted by Ordinance No. 3200 (the "Adopting Ordinance").

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

6. 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.

7. 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.

8. 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.

9. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to 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 as herein provided to mitigate the impacts of development of the Property as such development occurs.

10. 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.

11. 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.

12. Annexation. A portion of the Stoneridge Specific Plan is currently located adjacent to

the City within the unincorporated County of Placer (the "Unincorporated Property"). The Entitlements granted herein to Landowner applicable to the Unincorporated Property, and the ability to proceed with development of the balance of the Property pursuant to the Entitlements, is 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 ELLIOTT HOMES, Inc. 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, and the effective date hereof shall be, the thirtieth day following adoption of the Ordinance approving this Agreement and the annexation to the City of the portion of the Property within the unincorporated County. 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 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 certificate of occupancy 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 Services District required by Section 3.17, or other financing mechanism acceptable to the City; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. This 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 the Services 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 Services District required by Section 3.16, or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) with respect to residential parcels, either the affordable housing obligations have been satisfied or an affordable rental housing agreement, if required for such parcel pursuant to Section 2.6, has been recorded on the parcel. City shall cause any written notice of termination approved pursuant to this subsection to be recorded against the applicable parcel, 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 (and/or any successor owner of any portion of the Property, to the extent subject to or affected by the proposed amendment), in accordance with the provisions of the Development Agreement Statute and the Development Agreement Ordinance. If the proposed amendment affects less than the entire 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 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. 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 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. 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.

1.6 Annexation. The ability to proceed with development of the Property pursuant to the Entitlements shall be contingent upon the annexation of the Unincorporated Property into the City. Pending such annexation, Landowner may, at its own risk, process tentative parcel maps and tentative subdivision maps and improvement or construction plans for Phase 2A and 2B improvements and City may conditionally approve such tentative maps and/or improvement plans in accordance with the Entitlements, provided City shall not approve any final parcel map or final subdivision map for recordation nor approve the issuance of any grading permit for grading any portion of the Property or building permit for any structure within the Property prior to the annexation of the Unincorporated Property to the City.

City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the Unincorporated Property into the City, including entering into any annexation agreement that may be required in relation thereto, subject to the

City's review and approval of the terms thereof. Landowner shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation, the payment of which shall be due in advance, based on the City's estimate of such cost, and thereafter as and when the City provides an invoice(s) for additional costs incurred by City therefor in excess of such estimate.

## 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 following land uses and approximate acreages for the Property:

Single Family, Low Density Residential:	<u>1199</u> units on <u>317.7</u> acres;
Multi-Family Residential:	<u>230</u> units on <u>11.5</u> acres;
Business Professional:	<u>8.7</u> acres;
Public/Quasi Public (School, Water Tank):	<u>9.75</u> acres;
Park:	<u>22.6</u> acres; and
Open Space:	<u>87.7</u> acres.

all as set forth in **Exhibit "B."** 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 land uses, 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 Densities and Density Transfer. The number of residential dwelling units planned for the parcels within the Specific Plan and covered by this Agreement may be transferred between such parcels, subject to compliance with the conditions for such transfer as set forth in the Specific Plan.

2.4 Rules, Regulations and Official Policies.

2.4.1 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.

2.4.2 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.

2.4.3 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 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.

## 2.5 City Fees, Taxes and Assessments.

2.5.1 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.

2.5.2 Public Financing Limited to Specific Funding Mechanisms and Fees. This Agreement includes specific construction, funding and reimbursement obligations of Landowner and specific obligations to advance funds to pay for the construction of certain facilities and to participate in a community facilities district(s) or a similar financing district to fund the maintenance of certain improvements. However, except as such obligations are expressly provided herein, Landowner's sole and only 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 effective date of 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, 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, and subject to the terms of this Agreement, Landowner shall work in partnership with the City to 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, the goal hereof is to provide 290 affordable housing units for the Plan Area being approved for development, consisting of 14 low-income purchase units, 71 middle income purchase units and 205 low and very-low income rental units; Landowner's share of such goal is to provide 14 units affordable for purchase to low-income households, 71 units affordable for purchase to middle-income households and 58 rental units affordable to low and very low income households, as such units are initially allocated to the Parcels within the Property as set forth herein. Any adjustment based on actual development shall be subject to the approval of the Housing and Redevelopment Manager.

The terms "very low income" means households earning less than fifty percent (50%) of median income, "low income" means households earning fifty-one percent (51%) to eighty percent (80%) of median income, and "middle income" means households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan, and City policy.

2.6.1 Affordable Purchase Residential Units. Subject to any transfer or satisfaction of the affordable housing obligation as provided hereunder, Landowner agrees that a total of 14 residential units will be reserved within Parcels 22 and 46 (7 units each) as detached and/or attached single-family residential units affordable to low-income purchasers, and 71 residential units will be reserved within Parcels 22, 46 and 47 (30, 24 and 17 units, respectively) as detached and/or attached single-family residential units affordable to middle-income purchasers. The affordable units to be developed within each Parcel shall be distributed throughout the applicable Parcels, subject to the approval of the Housing Manager.

2.6.1.A Agreement Required. Prior to the approval of each final residential lot subdivision map within a Parcel designated to provide affordable purchase opportunities, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement (or other form approved by the City) for the residential purchase units affordable to low-income households and affordable to middle-income households.

2.6.1.B Content. The Affordable Purchase Housing Development Agreements (or applicable City-approved form) shall, for each such residential lot subdivision, set forth, among other things, the distribution of the relevant number of said affordable housing units within the subdivision, Landowner's obligations for marketing the affordable units, and sharing of appreciation (if any) of the affordable unit's value.

Notwithstanding any provisions of the City's then current Affordable Purchase

Housing Development Agreement to the contrary, the Affordable Purchase Housing Development Agreements (or other form approved by City) shall provide that:

a) Marketing. Low-income affordable purchase units shall be marketed to low-income households for a minimum of fifty (50) days from the date Landowner commences marketing of the subdivision in which such affordable units are located. Affordable purchase units marketed to low-income households which are not sold within such fifty (50) days shall be marketed for ten (10) additional days to middle-income households. If such units are not sold within the ten (10) additional days to middle-income households, the units may be sold as market price units.

Middle-income affordable purchase units shall be marketed to middle-income households for a minimum of ten (10) days from the date Landowner commences marketing of the subdivision in which such affordable units are located. If not sold to middle-income households within that period, the units may be sold as market price units.

Any affordable purchase units remaining unsold after the required marketing periods as either low- or middle-income units which are later sold as market units shall nonetheless be credited against Landowner's affordable purchase housing obligation.

For purposes of making housing opportunities affordable, Landowner agrees that it shall use its best efforts to sell such affordable purchase units to qualifying low-income or middle-income households as the case may be as required by this Agreement. Such best efforts shall include, without limitation, special advertising prior to the release of the affordable purchase units for sale indicating the availability thereof to low- or middle-income households, and maintenance of a waiting list of low- or middle-income households seeking housing opportunities in Landowner's development(s), notification of such persons (and any such households provided by the Housing and Redevelopment Manager for the City) prior to any release of affordable purchase units, and the pre-release, by at least one day, of such affordable purchase units to such notified households.

b) Amenities. The Landowner may develop the affordable purchase units with fewer amenities than the market rate units, however, the affordable purchase units shall utilize the same or similar materials as the market rate units on the exterior.

c) Notification. Within three (3) working days of execution of a contract of sale of an affordable purchase unit to a qualifying middle-income household, Landowner shall notify the Housing and Redevelopment Manager in writing of such sale and provide information verifying such qualification.

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

2.6.1D Transfer/Satisfaction of Affordable Obligation. Landowner's obligation to use its best efforts to provide affordable purchase units may be moved and may be satisfied by the provision of affordable purchase units elsewhere within the applicable subdivision, or within other

residential Parcels within the Phase, or within residential Parcels within other Phases of the Specific Plan, subject to the Housing Director's approval and subject to such transferee parcel being encumbered by this Agreement, a similar development agreement or an Affordable Purchase Housing Development Agreement (or other applicable City-approved form). No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected Parcels, with reference to this Agreement.

2.6.1E. Facilities Districts. The Housing Director shall maintain a list of low-income affordable purchase units that are conveyed and whose ownership is being maintained under an Affordable Purchase Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy thereof to the City Finance Director. In reliance thereon, when determining the special taxes to be levied each year by any facilities financing district that may be created for the Specific Plan and by the Services District, to the extent permitted by law as expressed through an opinion of the City's bond counsel, the Finance Director shall set the applicable special tax for the low-income affordable purchase units within each Parcel equal to fifty percent (50%) of the applicable special tax for the balance of the units within said Parcel.

2.6.2 Multi-Family Affordable Rental Units. Subject to any transfer or satisfaction of the affordable housing obligation as provided hereunder, Landowner agrees that 58 units will be reserved within Parcel 40 for development for rental to very low and low-income households, in accordance with the terms of this Agreement and to the extent City subsidies therefor are timely provided.

2.6.2.A Transfer/Satisfaction of Obligations. At the request of Landowner, the affordable rental housing obligation (or any portion thereof) for the applicable Parcel may be transferred, with the consent of City, to another parcel (the Transferee Parcel) within said Parcel's Phase of the Specific Plan or within another Phase of the Specific Plan. No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected Parcels, with reference to this Agreement.

City further agrees that Landowner may, at its option, reduce and/or satisfy this obligation to provide affordable rental units within Parcel 40 through the construction and sale of other residential units elsewhere in the Property to qualified low-income households, earning less than 80% of median income. The marketing and sale of any such alternative affordable units shall be separate and distinct from Landowner's obligation to provide affordable purchase units in accordance with the provisions of Section 2.6.1 above, provided the marketing and sale of such units shall be subject to the approval of the Housing Director. For each such sale of an alternative affordable unit, Landowner's obligation to provide affordable rental units on Parcel 40, or any Transferee Parcel thereof, shall be reduced by a corresponding one (1) unit.

2.6.2.B Compensation by City. City shall compensate Landowner or its successors for two-thirds (2/3) of the net present value (discounted at a reasonable rate of interest) of the loss of rental revenue that would be expected to accrue over the thirty (30) year period that such units are reserved. Such compensation (hereafter "subsidy" or "subsidies") shall be made in cash, by fee reduction, by density bonus or any other form agreeable to the Landowner and City. Within sixty (60) days after Landowner or a successor applies for a design review permit with respect to Parcel 40, 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 on Parcel 40, 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 any application prepared by City for Federal, State, local or private funding for such identified subsidies and Landowner shall use its best efforts to cooperate with City to obtain approval thereof. City and Landowner agree that the pursuit or approval of such application shall not result in any adverse economic or financial impact on Landowner or Parcel 40. 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 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 timely, then prior to issuance of a building permit for a structure on such parcel, City and Landowner shall enter into an Affordable Rental Housing Development Agreement (or applicable City-approved form) with Landowner or its successor giving effect to the intent of this section. If City has agreed to provide funding and the project subsequently does not proceed because application has not been made by Landowner for a building permit or Landowner fails to construct the units, City shall be entitled to reimbursement for any losses or penalties incurred pursuant to assembling the necessary funding or subsidies for affordable housing for such parcel.

2.6.2.C Facilities Districts. The Housing Director shall maintain a list of the number of very low and low-income affordable rental units for each Parcel which is being maintained under an Affordable Rental Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy thereof to the City Finance Director. In reliance thereon, when determining the special taxes to be levied each year by any facilities financing district that may be created for the Specific Plan and by the Services District, to the extent permitted by law as expressed through an opinion of the City's bond counsel, the Finance Director shall set the applicable special tax for the Parcel by using a factor of one-half (1/2) for the number of very low and low-income affordable rental units within such Parcel in determining the number of units allocable for such special tax purposes to such Parcel.

2.6.3 Not a Limitation. Nothing in the foregoing Section 2.6 shall be construed to limit Landowner from offering units for rental to households of very low or low incomes in excess of the number of units specified.

## 2.7 Environmental Preserves.

2.7.1 Preserves. Landowner is in the process of obtaining from the U. S. Army Corps of Engineers (the "Corps") a permit (the "404 Permit") to fill wetlands in conjunction with development of the Property, including the parcels to be dedicated or conveyed to City for development of the active park sites or water tank or to the Roseville City School District for development of school facilities, and in conjunction with development of the portion of Parcel 29 owned by the City. Landowner anticipates that a condition of such permit will require the preservation of certain environmental habitat, provided Landowner does not intend to create or enhance any wetlands within the Property. The area within the Property ultimately approved for preservation by the 404 Permit shall be referred to as the "Environmental Preserves", which are anticipated to be located within the Open Space Parcels.

Landowner shall keep the City informed regarding its progress of obtaining approval of such 404 Permit. Prior to commencement of any construction within an area affected by any wetlands, Landowner shall obtain approval of the 404 Permit for such area, with conditions satisfactory to the City. Landowner shall comply with all conditions of the 404 Permit imposed by the applicable governmental agencies, provided City shall not impose any additional conditions with respect thereto, except as may be provided in Section 3.11 hereof.

Landowner shall use its best efforts in connection with such approval to allow the development of the bike trails, pedestrian crossings, stream crossings and ancillary improvements to be located within the Environmental Preserves as generally shown on **Exhibit "C"** attached hereto. In this regard, Landowner shall include the location of proposed Class 1 trails, pedestrian crossings, stream crossings and ancillary improvements to be located in open space areas on all maps and/or exhibits accompanying all 404 Permit applications to ensure all proposed open space improvements are disclosed and considered by the 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 and pedestrian trails as a result of approval of such Permit, the revised re-location and/or improvement of such trails shall be resubmitted to City for review. The City may approve or deny any request to re-locate any of the trails within or out of the Environmental Preserves and the review of such modifications shall be made in accordance with the requirements of CEQA.

Upon (i) approval of the 404 Permit, (ii) formation of the Services District with the authority to assume the costs of maintaining the Environmental Preserves in accordance with the 404 Permit, (iii) recordation of the first residential lot subdivision map within the Phase that includes the applicable Environmental Preserves, and (iv) construction of any of the bike trails within said Environmental Preserves as detailed in Section 3.2.4 below, Landowner shall convey to the City and City shall accept the Parcels within the Phase comprising the Environmental Preserves.

**2.7.2 Maintenance by Landowner.** Landowner shall be solely responsible for satisfying all monitoring, reporting and, at the expense of the Services District, maintenance requirements under the 404 Permit during the remaining and any extended monitoring period, as determined by the Corps, for the Environmental Preserves. Furthermore, during said monitoring period, Landowner shall indemnify, defend and hold harmless City 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 monitoring requirements, excluding any such failure caused by the City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Environmental Preserves will be subject to the provisions of the 404 Permit.

### **SECTION 3: DEVELOPER OBLIGATIONS**

**3.1 Development, Connection and Mitigation Fees.** 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 then applicable City ordinances, either in effect as of the date of this Agreement, subject to adjustment in accordance with Section 2.5.2, or as may subsequently be adopted in accordance with Section 2.5.2. Wherever this Agreement obligates "Landowner" to

design, construct or install any improvements, the cost thereof may be provided by Landowner or by any financing mechanism created thereby, subject to the approval and support thereof by the City.

3.2 Parks and Open Space. Consistent with City's General Plan requirement for the provision of nine (9) acres of neighborhood, community park, citywide park and open space land per 1,000 residents (consisting of 3.0, 3.0 and 3.0 park acres, respectively), Landowner shall dedicate to City certain park and open space lands, pay fees for construction for park improvements and construct park and bike trail improvements, all as set forth herein.

3.2.1 Dedications. Landowner shall dedicate 110.3 acres for parks and open space, including both active and passive use park acres. The dedications of park and open space acreage are shown on **Exhibit "B"**. The dedications of open space shall be made for each Phase at the same time as Landowner dedicates the Environmental Preserves within such Phase pursuant to Section 2.7 above. Upon request of City, Landowner shall dedicate the park site or sites within the Property included in such request, provided the large-lot subdivision map for the Property dividing said park site(s) from the Property has then been recorded and provided further that such property is free of wetlands and other encumbrances, in accordance with Section 3.11 below. Subject to the foregoing, City shall accept the dedications of Landowner's interest in Parcel 37 when such dedication is made, but shall not accept the dedications of Parcels 29, 44, 45, 48 or 56 unless and until the park improvements to be installed thereon have been completed by Landowner in accordance with Section 3.2.3 below.

Upon Landowner's dedication of the property required by City to complete the configuration of Parcel 29 to be owned by City, City agrees to exchange with Landowner the remaining portion of property owned by City adjacent to Parcel 29, as shown on **Exhibit "A-3"** (the "City Property"). Upon approval of the final large-lot subdivision map that creates Parcel 29 and consummation of the dedication by Landowner and exchange by City, all references herein to the "Property" shall mean and refer to the Property described in **Exhibit "A"**, as amended by such exchange.

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 that includes Parcel 29 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 property from City shall be free and clear of any liens, financial encumbrances, hazardous materials and wetlands and any other encumbrances, restrictions or easements shall be subject to the review and approval of Landowner. Landowner shall pay the costs of the escrow, including recording and escrow fees, any documentary transfer tax and any title insurance premium desired by Landowner for the exchange from City.

3.2.2 Payment of Park Fees for Construction. Except as otherwise provided herein regarding the construction of specific park sites, park improvements and bike trail improvements and the provision of advance funding for the reconstruction of the Miner's Ravine Bike trail, the construction of the remaining park sites and park improvements and installation of any other bike and pedestrian trails within the Plan Area shall be financed from the City's neighborhood and citywide park fees. Landowner agrees to pay such fees, as, when and in the amounts required by the City.

3.2.3 Construction of Park Improvements. City shall be responsible for designing and

installing the park improvements to Parcel 37, a portion of which will be dedicated by Landowner pursuant to Section 3.2.1 above, and for designing and installing the remaining park improvements to Parcel 29 that will not be installed by Landowner hereunder. Landowner shall design and install park improvements for the park sites planned for Parcels 45, 48 and 56, the fencing planned for Parcel 44 and the initial improvements for Parcel 29 described herein, subject to and in accordance with the following provisions:

3.2.3.A The park sites for Parcels 45, 48 and 56 shall be improved in conjunction with Landowner's development of the applicable Parcels around which such park sites are located. In particular, Parcel 45 shall be improved in conjunction with development of Parcels 41, 42 and 46, Parcel 48 shall be improved in conjunction with development of Parcels 47 and 49, and Parcel 56 shall be improved in conjunction with development of Parcels 51, 52, 54, 55 and 57.

The improvements to Parcel 44 shall be installed when required by the 404 Permit or when Landowner commences the installation of subdivision improvements for Parcel 46, whichever is earlier. Landowner shall erect a fence around the perimeter of Parcel 44 when Landowner commences the installation of Phase 2A infrastructure improvements. Such fencing shall consist of post-and-cable construction or a suitable alternative approved by the City.

The initial improvements to Parcel 29 shall be installed when Landowner commences the installation of improvements to Scarborough Drive to serve development of Phase 3, provided some of the improvements may be installed earlier by Landowner, in conjunction with its installation of Stoneridge Drive, subject to the approval of City.

3.2.3.B The park facilities for Parcels 45, 48 and 56 shall be constructed and improved according to a plan for each site to be prepared by Landowner and approved by the City. These park facilities shall be designed in accordance with the preliminary designs therefor described in the Specific Plan and the design standards for such facilities and improvements described in the City's Park Master Plan. The improvement plan for each park site shall include detailed construction plans, specifications and drawings for the site to be approved by the City. Landowner shall be responsible for all costs associated with the approval of the plan, including the costs of preparing the required construction plans and drawings.

The initial improvements for Parcel 29 shall consist of demolition of the existing reservoir, rough grading of the site, installation of water conveyance facilities from the existing Boardman Canal to the site (provided City shall be solely responsible for purchasing any water to be conveyed to Parcel 29 thereby), construction of frontage improvements and utilities for the site along all roadways including but not limited to Stoneridge and Scarborough Drives, and such other improvements as may be agreed to by Landowner and City, each in their sole discretion, at the time of plan preparation and approval for the site. These initial improvements shall be constructed and improved according to a plan for the site to be prepared by Landowner and approved by the City, consistent with the preliminary design for the fully improved site described in the Specific Plan. The improvement plans shall include detailed construction plans, specifications and drawings for the site to be approved by the City. Landowner shall be responsible for all costs associated with the approval of the plan, including the costs of preparing the required construction plans and drawings: 0019

3.2.3.C The estimated cost for the design and installation of the park improvements for Parcels 44, 45, 48 and 56 are set forth in the park financing plan for the Plan Area and have been used to establish the neighborhood park fee for the Property. The improvements to be required by the City for these park sites shall consider and accommodate such cost estimates. The cost estimates shall be adjusted by the City, from the Effective Date of this Agreement to the date of commencement of the construction of the improvements, based on the percentage change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter, the "ENR Construction Cost Index").

When Landowner bids the work for the neighborhood parks, if the bid amount for the work, together with all design and other park improvement costs then incurred by Landowner, exceeds the then adjusted cost estimate by more than eight percent (8%), then the City shall either (i) agree to defer the installation of certain improvements within the park site to reduce the cost of the work to be installed by Landowner to 108% of such adjusted cost estimate or (ii) agree to pay its share of the cost of the improvements in excess of 108% of such adjusted cost estimate, as such costs are incurred by Landowner.

3.2.3.D Landowner shall submit completed plans to the City for improvement of Parcels 45, 48 and 56 prior to the issuance of the applicable number of cumulative dwelling units generated by the development of the Parcels designated as the "Responsible Parcels" for the improvement of each park, in accordance with the following schedule:

<u>Park Parcel</u>	<u>Responsible Parcels</u>	<u>Development Requiring Park Design</u>
45	41, 42 and 46	100th Building Permit
48	47 and 49	75th Building Permit
56	51, 52, 54, 55 and 57	75th Building Permit

Plans for the location and design of the fencing around Parcel 44 shall be submitted for approval when required under the 404 Permit or as part of Landowner's submittal of improvement plans for Phase 2A, whichever is sooner. Plans for the initial improvements to Parcel 29 shall be submitted for approval as part of Landowner's submittal of improvement plans for Scarborough Drive as part of its Phase 3 improvements, or may be submitted earlier by Landowner in connection with its construction of Stoneridge Drive.

3.2.3.E Landowner shall commence construction of the park improvements for Parcels 45, 48 and 56 in accordance with its approved park plan prior to the issuance of the applicable number of cumulative dwelling units generated by the development of the Parcels designated as the "Responsible Parcels" for the improvement of each park, in accordance with the following schedule:

<u>Park Parcel</u>	<u>Responsible Parcels</u>	<u>Development Requiring Park Construction</u>
45	41, 42 and 46	175th Building Permit
48	47 and 49	150th Building Permit
56	51, 52, 54, 55 and 57	175th Building Permit

Landowner shall commence construction of the improvements for Parcels 44 and 29 in accordance with its approved plans therefor at the same time as it commences construction of the

subdivision improvements for Phase 2A and the Phase 3 improvements, respectively. Provided, City acceptance of completed subdivision improvements within Phase 2A or Phase 3 shall not be contingent upon the concurrent completion of the applicable park improvements. Landowner may, at its option, elect to construct the initial improvements for Parcel 29 in conjunction with its construction of Stoneridge Drive adjacent thereto, subject to approval of the City.

Thereafter, Landowner shall diligently proceed with such construction and use its best efforts, subject to the provisions of Section 5.3 below, to complete the construction of its improvements to each park site within one hundred fifty (150) days of the date of commencement of such improvement.

Landowner acknowledges that development of each Parcel that is designated as one of the "Responsible Parcels" for purposes of the timing of the design and construction of a particular park will be dependent on compliance with the foregoing schedule. Accordingly, if the design and construction schedule for a particular park is not satisfied, the City MAY DENY BUILDING PERMITS WITHIN THE APPLICABLE RESPONSIBLE PARCELS, whether or not the ownership thereof is under a single owner or multiple owners. City acknowledges and agrees that any failure to comply with such schedule shall not affect the rights of Landowner to proceed with the construction of units for which building permits have been issued by City.

Elliott Homes, Inc., as Landowner, further acknowledges and agrees that, notwithstanding anything else to the contrary in this Agreement or in any assignment of this Agreement, with respect to the obligations under this Section 3.2.3, Elliott Homes, Inc. shall be personally responsible for the design and construction of the park improvements for Parcels 44, 45, 48 and 56 as and when required hereunder and shall remain personally responsible therefor notwithstanding any subsequent sale or transfer of any Parcels designated as "Responsible Parcels" for such park improvements and notwithstanding any assumption of such obligations by any successor in interest to Elliott Homes, Inc., unless the City expressly agrees, in writing, to release Elliott Homes, Inc. from any of such design or construction obligations under this Section 3.2.3. As a condition of any such assignment that involves a Responsible Parcel, the City may require that Landowner or Landowner's successor post security in form and amount acceptable to the City to secure the completion of the design and improvement of the park improvements for the applicable Park Parcel related thereto.

To assist City in monitoring compliance with the applicable park design and construction schedule, as and when Landowner applies for building permits within a Responsible Parcel, Landowner shall give written notice to the Parks Department, indicating the number of units involved in the permit request and the total number of building permits which have then been issued for the Responsible Parcels of which such Parcel is a part, as well as the status of the design and/or construction of the applicable Park Parcel.

3.2.3.F Park improvements constructed by Landowner for Parcels 45, 48 and 58 shall include all utilities and all landscaping and irrigation necessary to serve the parks. No such improvements shall be made to Parcel 29 unless otherwise agreed to by the parties. When installing road improvements adjacent to a park site, Landowner shall construct the frontage improvements therefor (excluding landscaping and sidewalks, unless the park is developed at the same time as such frontage improvements are being installed) and stub utilities for the park site, subject to direction from the City on

the location of such utility stubs. Landscaping and sidewalk shall be provided for Parcel 44 as part of these improvements.

3.2.3.G Upon satisfactory completion of such park improvements by Landowner, City shall accept the dedication of the park site and assume the ownership and maintenance thereof.

3.2.4 Construction of Bike Trail Improvements. To connect the Plan Area bike trails with the City's existing bike trail network, Landowner agrees to advance up to \$125,000 to repair the existing sections of the Miner's Ravine bike trail. City currently has available approximately half of the funds required for such repairs and improvements and will use its best efforts to obtain the balance of such funds through grants or other such sources. In reliance on this Plan Area financing, the City will repair and improve the sections of the Miner's Ravine bike trail, which repairs and improvements are anticipated to be completed in Summer 1998. If and to the extent the City is not able to obtain funds to pay for the entire cost of such repairs and improvements, Landowner shall pay City, within thirty (30) days of written demand therefor from City, the amount equal to one half (1/2) of the outstanding cost of such repairs and improvements that were not covered by the City's existing financing and any subsequent funds obtained therefor, up to \$125,000, which represents Landowner's share of such Plan Area advance.

Landowner shall also design and construct certain bike trail improvements within the Property, subject to and in accordance with the following provisions:

3.2.4.A Landowner shall install certain sections of the bike trail as and when it develops the applicable Phases and Parcels within the Property. The sections of the bike trail to be installed upon development of such Phases are generally shown on **Exhibit "C"** and are further described in Section 3.9 hereof. Connections to the bike trails to be installed upon development of Parcels 30 and 49 shall be included as part of the subdivision improvements for such Parcel. Landowner and City acknowledge that the bike trails to be located within Miner's Ravine and False Ravine, including the connections thereto from the public rights of way, will also serve as the maintenance roads for the sewer lines to be located therein pursuant to Section 3.7 hereof.

3.2.4.B The applicable bike trail sections shall be constructed and improved according to an off-street bike trail master plan for the Property to be prepared by Landowner and approved by the City, with the park bike trails for each Phase in the locations generally shown on **Exhibit "C"** and the bike trails connections to each Parcel to be included as part of the subdivision design for such Parcel. Such bike trail master plan shall be completed by Landowner and approved by City prior to commencement of the first Phase of improvements. The bike trails shall be designed in accordance with the City's design standards for such off-street bike trails, including Construction Standard Details CST LS-20 and CST LS-24 of the City's Construction Standards, and the master plan shall include detailed drawings for the sections of the bike trail to be constructed by the Landowner within the non-Park Parcels. Landowner shall be responsible for all costs associated with the approval of the master plan, including the costs of preparing the required plans and drawings and, if necessary, obtaining any and all other required permits and any required supplemental environmental analysis.

3.2.4.C Landowner shall proceed with and complete the construction of the bike trail improvements required by the approved master plan at the same time as it installs and completes the

balance of the subdivision improvements for the applicable Phase, as specified in Section 3.9 hereof. Landowner or its successor, whoever constructs such improvements, shall be reimbursed from the neighborhood park fee in accordance with Section 3.2.5 below, to the extent the cost of such improvement is included within the park financing plan. Provided, however, that no credit or reimbursement shall be given or paid for the construction of the portion of the False Ravine or Miners Ravine bike trails to be located over the existing sewer line or to be used for the maintenance of such line, the construction of which is required under a deferred improvement agreement related to the construction of such sewer line or to Landowner's contribution to the reconstruction of the Miner's Ravine trail.

3.2.4.D Upon completion of any bike trail improvements by Landowner, City shall accept the dedication of the bike trail and open space area where such bike trail is located and assume the ownership and maintenance thereof, provided the cost of such maintenance shall be funded by the Services District described in Section 3.17 below.

3.2.5 Park Fees, Credits and Reimbursements. In accordance with the park financing plan, the parties acknowledge and agree that the neighborhood park fee (net of credits received hereunder) shall initially be \$1,052.00 per single-family residential unit and \$700.00 per multi-family residential unit within the Property, subject to annual adjustment based on any change in the Engineering News Record, Construction Cost Index for the United States, 20 city average (or comparable replacement index; hereafter, the "ENR Construction Cost Index").

Park facilities within the Plan Area and the park financing plan are based upon a total number of residential units as set forth in the Specific Plan. If the number of units proposed for a parcel is equal to or less than 90% of the maximum allocation provided for that parcel in the Specific Plan, then City and Landowner, or Landowner's successor developing that parcel, shall enter into an agreement to adjust the neighborhood park fee for that parcel.

The City reserves the right to modify the park development program by either redesigning park improvements or eliminating park facilities resulting from the net loss of park fees due to the reduction of residential units proposed for parcels within the Plan Area.

In consideration of Landowner's design and installation of the park improvements pursuant to the foregoing sections, Landowner has received a credit against the neighborhood park fee, which has been incorporated into the fee based on the amount budgeted for the neighborhood park improvements by the park financing plan. Such credits shall be given by the City in accordance with Section 4.2.1 below.

Except for the bike trail improvements within False Ravine to be located over the existing sewer line, Landowner's contribution to the reconstruction of the Miners Ravine trail and the Parcel-specific bike trail connections, the costs of which are not included within the park financing plan, when Landowner designs and installs any other bike trail improvements pursuant to Section 3.2.4 which is included for financing in the park financing plan, Landowner shall be reimbursed from the neighborhood park fee an amount equal to the actual cost incurred by Landowner therefor, as reasonably approved by the City, or the amount budgeted for such improvements by the park financing plan,

whichever is less. Such reimbursement shall be paid by the City in accordance with Section 4.2.2 below.

When Landowner designs and installs the initial park improvements for Parcel 29, including the frontage improvements thereto to be installed in connection with Landowner's construction of Stoneridge and Scarborough Drives, and any other improvements to Parcel 29 as may be agreed to by the City and Landowner, Landowner shall be reimbursed from the citywide park fee an amount equal to the actual cost incurred by Landowner therefor, as approved by the City. Such reimbursement shall be paid by the City in accordance with Section 4.2.2 below.

3.2.6 Entire Park Land Obligation. The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy the General Plan park obligations for the dedication of neighborhood/community and citywide parks and open space related to development of the Property.

3.2.7 No Pooled Unit Transfer Fee. The City's approval of the residential development does not make use of any pooled units transferred from other plan areas and, therefore, no pooled unit transfer fee will be assessed against development of the Property.

3.3 School Fee Agreements. Landowner has entered into separate written agreements with the Roseville City Elementary School District, the Roseville Joint Union High School District and the Eureka Elementary 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 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.

The Specific Plan anticipates that the elementary and middle school district boundaries for the Property will be modified so that the entire Property is within the Roseville City Elementary School District. City and Landowner will cooperate with each other and use their best efforts during the City annexation process to obtain approval and agreement for the necessary modifications of the school district boundaries to conform with the Specific Plan. If such modifications are not approved or agreed to by the affected school districts, then prior to the recordation of any final residential lot subdivision map or issuance of any building permit for any structure for any portion of the Property that is within another elementary school district, Landowner shall enter into a separate written agreement with such school district to fully mitigate the impacts of development of such portion of the Property on said school district.

Landowner's mitigation agreement with the Eureka Union School District will be effective only so long as the proposed school district boundaries are not reorganized as contemplated by the Specific Plan. Such agreement includes the reservation of a potential elementary school site within Parcel 46,

located adjacent to and south of Park Parcel 45 and west of the road that will run north from Stoneridge Drive to Parcel 45. During the processing of the tentative residential lot subdivision map for Parcel 46, the City may impose conditions affecting the development of the balance of Parcel 46 and adjacent Parcel 41, based on the potential impacts that would occur if the reserved site were developed for school purposes instead of the planned residential use thereof. Furthermore, Landowner acknowledges that no partial final residential subdivision map or building permit shall be issued by the City for any development of the portion of Parcel 46 reserved for such school site, so long as the mitigation agreement with Eureka Union requires the reservation of such site. Should the contingent school site be required to be developed for school purposes, the Entitlements may need to be amended accordingly.

3.4 Electric. Landowner shall provide electric utility improvements as provided in this section.

3.4.1 Public Utilities Within Rights-Of-Way. Except as otherwise provided in the Entitlements or this Agreement, all public utilities shall be located within the rights of way to be granted by Landowner to City for the arterials and collectors within the Property and within public utility easements adjacent to the local residential streets within the Property. Accordingly, upon approval of the final large lot subdivision map (or any phase of it), or demand of the City based upon service needs (which may include needs generated by other development within the Plan Area), whichever occurs first, Landowner agrees to grant and convey to City the rights of way for any arterials or collectors 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 utilities, for the applicable roadways shall be as shown in Table 4-1 of 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 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.

3.4.2 On-Site Electric Utility Improvements. Concurrently with the construction of the adjacent roadways and as specified in Section 3.9, Landowner agrees to construct, or finance the construction of, on-site electric distribution facilities required to provide electric service to the Property as directed by the Electric Utility Director as shown on **Exhibit "D"** attached hereto. The parties agree that **Exhibit "D"** is conceptual and preliminary in nature and that Landowner will construct or finance construction of electric distribution facilities in accordance with final on-site electric distribution designs for the Property as directed by the Electric Utility Director in accordance with applicable City of Roseville Electric Utility Department Specifications for such construction. Final on-site electric utility improvements including street lights, will be designed upon receipt of approved and adopted improvement plans for the applicable Plan Area roadways.

3.4.3 Off-Site Electric Utility Improvements. Except for the construction of Phase 1 (which shall not require any off-site electrical utility improvements), concurrently with the construction of the first improvements for every other Phase within the Plan Area, Landowner agrees to construct, or finance construction of, as directed by the Electric Utility Director, off-site electric distribution facilities for such Phase as identified in Section 3.9 hereof, including any facilities identified for any prior Phase that have not then been installed. The electrical facilities to be installed for the overall development of the Plan Area are shown on **Exhibit "E"** attached hereto. Construction by Landowner shall be per the final off-site electric design in accordance with the City of Roseville Electric Department specifications for commercial construction. Final off-site improvements will be designed upon receipt of approved improvement plans.

In particular, and without limitation thereof, Landowner acknowledges that concurrently with the construction of the first improvements for Phase 2A (and/or any subsequent Phase constructed concurrently therewith or prior thereto), Landowner shall construct, or finance the construction of, the extension of the 12kV conduits along Rocky Ridge Drive from the City's Hardrock Station to Roseville Parkway and the extension of electrical facilities therefrom to serve the development of such Phase, as shown on **Exhibit "E"**, provided City acknowledges that pending the construction of Roseville Parkway, the extension of electrical facilities along Roseville Parkway from Rocky Ridge Drive may be served by temporary facilities, subject to the approval of the design thereof by the Electric Department.

3.4.4 Streetlights. Concurrently 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 or as may otherwise be provided with respect to streetlights along the east side of Sierra College Boulevard, no street shall be opened to the public unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department.

3.4.5 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.

3.4.6 Electrical Efficiency. In order to balance conservation efforts with energy supplies, residential air conditioning units shall have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum as defined in Federal Regulations (10 Code of Federal Regulations Section 430.2 (1991)) adopted by the State of California in Title 24 of the Code of California Regulations. The SEER rating will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. As of the date of this Agreement, the applicable standards would require an increase of SEER Rating from 10 to 12. This increase may be utilized in the overall energy compliance calculations required for the issuance of a building permit for a residential unit.

3.5 Drainage Improvements. Landowner shall provide drainage improvements as provided in this section.

3.5.1 Master Drainage Plan. Prior to approval of any improvement plans for Landowner's Property, Landowner shall cause the preparation of a Master Drainage Plan for areawide 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 Plan Area (or portion thereof as approved by the City Engineer) and shall be accompanied by all supporting technical information and calculations.

3.5.2 Other Agency Approval. Prior to the approval of the Master Drainage Plan or 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 U.S. Army Corps of Engineers 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 RWQCB, 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.

3.5.3 Storm Drains. Landowner shall construct storm drain mains and laterals in accordance with said Master Drainage 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, commercial, multi-family, church, fire station, and park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Landowner may use "cast in place" pipe for storm drains which are 24" in diameter or larger.

3.5.4 Drainage Easements. Where drainage improvements 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 for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

3.5.5 Contribution to Detention Basin. The Plan Area shall be responsible for advancing to the City an amount equal to one-half (1/2) of the cost of the Miners Ravine Detention basin (MRDB) including but not limited to costs for design, environmental documentation, permitting, construction and project management. The amount to be advanced by the Plan area shall not exceed One Million Dollars (\$1,000,000). Landowner shall advance its share, up to \$500,000, of said funds within six (6) months of receipt of City's written demand, less the amount, if any, of Dry Creek Drainage Mitigation Fees (Drainage Fees) then paid by Landowner through the date of Landowner's receipt of such demand. Such advance shall be credited against the Drainage Fees, spread over the remainder of the undeveloped portion of Landowner's property within the Plan Area. The City may make a written demand to Landowner for its share of advance financing if and when the City and/or the Placer County Flood Control District (PCFCD) obligates funds for the balance of the financing that will be needed, with the required Plan Area advance, to finance the cost of the MRDB. If City and/or PCFCD do not provide the required share of financing within three (3) years from the Effective Date of the Agreement, then

Landowner's obligation hereunder to advance its share of such financing shall terminate.

Upon request of City, Landowner shall grant temporary access and construction easements to City that are reasonably necessary to facilitate the design and construction of the detention dam, provided such easements shall not unreasonably interfere with Landowner's construction or use of the Property and shall only encumber the portion of the Property reasonably needed for such work. City shall indemnify, defend and hold Landowner harmless from any and all claims or liabilities arising out of or related to the City's or Agency's use of such easement.

Landowner agrees to stockpile on the Property any spoil material to be generated by Landowner's construction of Roseville Parkway at a location mutually acceptable to Landowner and City, to the extent such spoil material is not otherwise incorporated into Landowner's development of the Property. Such material shall be used by City and/or PCFCD for construction of the MRDB, provided said spoil material is deemed suitable for the MRDB by a geotechnical engineer and the PCFCD. If any stockpiled material is not used within five (5) years after the Effective Date of this Agreement, (thirty days after the adoption of the Ordinance approving this Agreement) Landowner's obligation to stockpile such material shall terminate and Landowner shall be solely responsible for the disposition of such material.

The construction of Miners Ravine Detention Basin and related facilities, will require on-going funding for long-term maintenance and repair. This Agreement shall also constitute an agreement on the part of Landowner, which Landowner shall include in all appropriate conveyance documents, on behalf of its successors in interest and subsequent homeowners' or similar associations, that they will participate in and will not protest the formation of any financing mechanism to establish and collect funds through assessment or other means for such maintenance and repair, and that they waive any and all rights to protest formation and continued assessment pursuant to the Majority Protest act of 1931 (Streets and Highways Code §2800 *et seq.*) or any similar statute or constitutional provision whether currently existing or hereafter adopted, including but not limited to any provisions of California Constitution Article XIII C, provided, however, such participation and waiver shall apply only as to the individual property owner's fair share of the regional costs. Landowner acknowledges that, but for this agreement not to protest formation and agreement to participate in future assessments it would not be feasible to construct the Miners Ravine Detention Basin and related facilities and therefore it would not be feasible to develop the property in the manner provided under the Stoneridge Specific Plan.

3.6 Water System Improvements. Landowner shall provide improvements to the potable water system as provided in this section. City acknowledges that such improvements include certain improvements to be connected with and served by certain Placer County Water Agency ("PCWA") water system facilities. These improvements will serve the portion of the Plan Area within the Pressure Zone 3 water service area and provide redundant system reliability to the balance of the Plan Area. The parties anticipate that these improvements will be owned and maintained by PCWA and that PCWA will provide the water service to the Pressure Zone 3 service area, notwithstanding the planned annexation of such area to the City. In connection therewith, City and PCWA have entered into certain inter-tie and service exchange agreements to connect such facilities and to provide back-up pressure from the City to cover peak hour and fire flows within PCWA's Pressure Zone 3 service area. Landowner has previously entered into a water service agreement with PCWA and has also entered into a supplemental agreement thereto to facilitate the installation of the water system improvements and inter-tie agreements described

herein and shown on Exhibit "F" hereto. City and Landowner agree to cooperate with each other to facilitate and coordinate the performance of their respective obligations under such agreements with PCWA.

3.6.1 Financing of Water Facilities. Except as may otherwise be provided in this Agreement, Landowner shall have no 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 pursuant to then existing City ordinances. Landowner and City agree that the portion of the Property within the Pressure Zone 2 water service area for the City shall be charged water connection fees consistent with land previously designated as "Urban Reserve" as such fees may from time to time be amended under the City's tiered fee and special benefit water area fee schedule adopted for such portion of the Property. If PCWA provides water service to the Pressure Zone 3 water service area, Landowner will be required to pay applicable PCWA water connection fees and no water connection fee shall be charged by the City for construction within Pressure Zone 3. In the event the City serves Pressure Zone 3, Landowner will be required to pay City the applicable water connection fees therefor.

3.6.2 On-site Water Improvements. Concurrently with the construction of the first improvements for each Phase of the Plan Area, Landowner shall provide on-site improvements to the water system as provided in this Section for such Phase in accordance with the phasing plan described in Section 3.9 hereof. The water system facilities to be installed for the overall development of the Plan Area are as shown on Exhibit "F." All improvements to be constructed by Landowner, including mains, pressure reducing stations, pressure boosting stations, and flow monitoring stations, shall be designed and constructed pursuant to the City's then current Improvement Standards. Said improvements shall be subject to City plan review, construction inspection and final approval. Landowner shall pay current plan check and inspection costs as is incurred by City for review and inspection of such improvements.

3.6.3 Water System Sequencing. Water system improvements will be constructed incrementally, as required for the development of each Phase, in accordance with the phasing plan described in Section 3.9. Extensions into the Phases will be completed with development of each Phase. Water lines shall be sequenced to assure looped systems in developing areas, except as otherwise approved by the Environmental Utilities Director.

3.6.4 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 improvements, Landowner shall grant, upon request of City, 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 only. Easement widths shall be granted in accordance with the City's then current Improvement Standards. Landowner acknowledges that portions of the proposed 36-inch tank feed line and the existing 30" feed/fill line from the dual purpose pump station to the planned 10-million gallon reservoir may not be within the planned road rights-of-way. Landowner shall grant City public utility easements as needed therefor in accordance with this Section.

3.6.5 Construction of New 36-inch Feed/Fill Water Line. City has previously designed for construction a 36-inch feed/fill water line through the Project Area from the dual purpose

pump station to a new 10 million gallon water tank. Because construction of this feed/fill line could be completed prior to the completion of certain subdivision improvements, such as Stoneridge Drive, City and Landowner agree each will bear individually its own costs for redesigning the 36" line to accommodate proposed street grades and utilities for Stoneridge Drive. Landowner shall construct said waterline with the Plan Area improvements by July, 1999. City will pay Landowner's costs for the installation of the 36" water line from the dual purpose pump station to the 10 million gallon tank subject to its review and approval of all bid documents and contracts, including, without limitation, change orders related thereto, to be entered by Landowner for such work, which approval shall not be unreasonably withheld. When obligated to pay such costs, City shall pay the invoices therefor upon confirmation that the work invoiced has actually been completed.

Landowner shall be responsible for all relocation costs and costs of repair due to damage to the existing 30-inch feed/fill line as a result of Landowner's construction activities.

3.6.6 Water Tank Site Landowner hereby reserves an opportunity for the City to purchase the proposed water tank site (Parcel 43), consisting of approximately two and one-tenth (2.1) acres. Such reservation shall expire five (5) years after the effective date of this Agreement, provided the City may extend this reservation an additional two (2) years by giving written notice thereof to Landowner prior to the expiration of said initial five (5) years. The purchase price shall be equal to the fair market value of the property determined as of the City's written exercise of such opportunity to purchase. In the event of such exercise, the purchase price shall be determined by appraisal in accordance with the appraisal provisions attached as the "Appraisal Addendum" hereto, and the purchase shall close within one hundred twenty (120) days of such determination.

Landowner acknowledges and agrees that upon any such acquisition by the City, Landowner shall also dedicate any easements reasonably necessary for the City to develop, use, operate and maintain the water tank, including easements reasonably necessary for water lines to and from the tank. Landowner further acknowledges that the City intends to coordinate the development of the water tank with the San Juan Water District to facilitate the potential joint use of the proposed water tank by the City and the Water District. To facilitate such joint development and use, Landowner shall reserve an opportunity for the Water District to purchase an easement, from Sierra College Boulevard to the water tank site, for the same period and on the same terms as the foregoing reservation for the City's acquisition of the tank site. Any such water tank easements shall be located either as shown on Exhibit "F" or as agreed to by the parties, subject to the review and approval of Landowner as to the final location and the terms of such easements, which approval shall not be unreasonably withheld or delayed.

City acknowledges that the development of the water tank site shall be designed and screened to minimize the visual impact on the surrounding development and to minimize any views thereof from traffic along Sierra College Boulevard. City agrees that the design of the tank, including the landscaping and fencing related thereto, shall be compatible with the design guidelines for the Specific Plan applicable thereto.

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

3.7 Sewer Improvements. Landowner shall provide on-site improvements to the sewer system as provided in this Section for each Phase of the Plan Area in accordance with the phasing plan described in Section 3.9 hereof. The sewer improvements to be installed for the overall development of the Plan Area are shown on Exhibit "G". Landowner shall be solely responsible for obtaining all easements and rights-of-way located within the Plan Area that are required for the construction of such improvements; City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing lines. Except for the improvements expressly described herein, Landowner shall have no obligation to install or pay for the installation of any off-site treatment or transmission facilities, except through the payment of sewer connection fees levied and collected by City at the time of development pursuant to then existing City ordinances.

3.7.1 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 and inspection costs as incurred by City for review and inspection of such improvements. All sewer system improvements shall minimize the generation of hydrogen sulfide, and include protection from hydrogen sulfide corrosion.

3.7.2 Access to Manholes. All manholes shall be located so that they are accessible by City sewer maintenance vehicles, unless otherwise approved by the Environmental Utilities Director.

3.7.3 Public Utility Easements. Where the 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 only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

3.7.4 Sequencing of Wastewater Improvements. Wastewater system improvements will be constructed incrementally, as required for the development of each Phase, pursuant to Section 3.9 hereof.

3.7.5 Recovery of Costs for Prior Oversizing. City acknowledges that under a prior agreement with Landowner's predecessor-in-interest, other landowners, the City and the South Placer Municipal Utility District ("SPMUD") regarding the expansion of certain wastewater transmission capacity, Landowner's predecessor funded more capacity in such facilities than Landowner could utilize. City agrees to use its best efforts to adopt a fee ordinance, within six (6) months of the Effective Date of this Agreement, to recover from other benefited property owners the cost of such expanded capacity financed by Landowner's predecessor. City will determine the amount of the costs of such increased capacity, which amount shall be annually adjusted based upon the construction cost index (CCI). The amount of expected cost recovery from other benefited property owners and the share of such potential reimbursement will be divided between the applicable prior parties to the agreement. Upon the receipt of any such fees from other benefiting owners, City shall reimburse Landowner its pro-rata share of such fees or reimbursement, based on Landowner's relative share of such reimbursement, as set forth above.

3.8 Circulation Improvements. Landowner shall provide road improvements to the City's

circulation system as provided in this section for the Plan Area and/or for each Phase thereof, in accordance with the Phasing Plan described in Section 3.9 hereof.

3.8.1 Roadway Frontage Improvements. Except as otherwise provided herein, Landowner's obligation for roadway improvements shall consist of the construction of curb, gutter, utilities, streetlights, landscape medians and the first eighteen feet (18') of pavement therefrom (including, but not limited to, asphalt, concrete, aggregate base and aggregate sub-base) for the portion of the road rights-of-way adjacent to the Property, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts (including the approaches to intersections and separate lanes for each turning movement), all grading, drainage laterals and inlets, cross culverts, except the portions thereof that are interior to the street and extend beyond 18 feet from the edge of the pavement, traffic signing and striping, underground portions of traffic signals and signal interconnects in conjunction with joint trench work along all arterial roadways and at other locations deemed necessary by the City Engineer (collectively, "frontage improvements"). The area within which such frontage improvements are to be located shall be referred to herein as "Landowner's frontage."

Where a roadway is to be constructed adjacent to an open space parcel, Landowner shall be responsible for the frontage improvements adjacent to the parcel, including the construction of the sidewalk and landscaping, as required by the City and when required by Section 3.8.3 of this Agreement.

3.8.2 Dedications for Road Improvements. Upon recordation of a Large Lot Map for a Phase, Landowner shall dedicate the rights-of-way within the Phase required for the applicable improvements described in Section 3.9. Landowner acknowledges that additional right-of-way for improvements to Sierra College Boulevard will need to be obtained from the owner of Parcels 60 and 61 and Landowner shall be responsible for obtaining such right-of-way, subject to assistance from the City in accordance with Section 3.16 below.

3.8.3 Timing of Sidewalks and Landscaping. Sidewalks and landscaping to be installed adjacent to single-family subdivisions within the Plan Area shall be installed concurrently with the subdivision improvements for each single-family residential-lot subdivision. In the case of multi-family or non-residential development, sidewalks and landscaping shall be installed concurrently with construction of the subject building(s), unless, at the discretion of City, Landowner enters into a Deferred Improvement Agreement with City, in which case said Deferred Improvement Agreement shall provide for the timing of such installation. Landscape medians shall be installed concurrently with the road improvements that include such medians, in accordance with the phasing of such road improvements described in Section 3.9 hereof.

Sidewalks and landscaping to be installed adjacent to open space and private park shall be installed concurrently with the construction of road improvements or subdivision improvements, as follows:

- (i) Along Roseville Parkway (Parcels 2, 5, 6, 7, 11, 12 and 32): Concurrently with the construction of the applicable portion of the roadway fronting such Parcels.
- (ii) Along Stoneridge Drive (Parcels 25, 31 and 32): Concurrently with the construction of the subdivision improvements for Parcel 27 for the open space

frontage along Parcel 25 and concurrently with the construction of the bridge for the open space frontage along Parcels 31 and 32.

- (iii) Along Sierra College Boulevard (Parcels 44, 50, 60 and 61): Concurrently with the construction of the applicable portion of the roadway fronting such Parcels (provided Landowner shall have no obligation to install landscaping within Parcels 60 or 61).
- (iv) Along Collector A (Parcel 50): Concurrently with the construction of the subdivision improvements for Parcel 47 for the open space fronting along Parcel 50.
- (v) Along the residential street section of parcel 44: Concurrently with the subdivision improvements for Parcel 46.

3.8.4 Road Improvement Standards. All improvements to be installed by Landowner and to be owned and maintained by City shall comply with the City's then current standards for public streets. 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. As to any road improvements to be constructed by Landowner hereunder, Landowner shall have the responsibility of securing any and all state and federal permits necessary for such construction.

3.8.5 Landscape Setbacks. For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefor by the Specific Plan. Such setbacks shall be measured generally from back of curb, except along intersections, bus turnouts, turnlanes, 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, streetlights, utilities, sidewalks and related uses.

3.8.6 Bike Trails. For bike trails which will be located in open space areas and which will also include sewer transmission lines, City agrees that the maintenance roads to be installed by Landowner in connection with said sewer lines shall also serve as the bike trails within such open space areas, provided where the design standards therefor are different, the more stringent design standard shall apply.

3.8.7 Sierra College Boulevard. In connection with the incorporation of the Property to the City, the parties anticipate that the portion of Sierra College Boulevard adjacent to the Plan Area will either be annexed into the City or retained by the County. If the right of way for Sierra College Boulevard is annexed to the City, in addition to the dedications therefor to be made or obtained along the west side of the boulevard, Landowner agrees to dedicate the right of way therefor to back of curb on the east side and to provide an easement for street lights to be installed along the east side thereof. Landowner shall, in accordance with the Landowner Allocation Matrix attached hereto as Exhibit "K," pay for the installation of streetlights to City standards within the easement along the east side of the right of way, if required by City.

If the right of way for Sierra College Boulevard is to remain with the County, then the

parties shall use their best efforts to have the boundary of the City terminate at the back of the curb for the west side of Sierra College Boulevard adjacent to the Plan Area. In such case, Landowner shall install the improvements identified in the Specific Plan for Sierra College Boulevard in accordance with the standards of the City for all improvements to be located back of the curb along the west side thereof and in accordance with the standards of the County for the balance of such improvements to Sierra College Boulevard, provided that in either event Landowner shall install a four lane roadway with landscaped median as provided in the Specific Plan.

If Sierra College Boulevard remains in the county, and streetlights are not provided as part of improvements, then the pedestrian walkways along the west side shall be lighted for pedestrian safety. Walkway lighting shall meet the following standards: illuminance - minimum average horizontal level (E avg.) of 6 and uniformity not to exceed 5 to 1.

3.8.8 Update of City Fee Programs. City will amend its current Traffic Mitigation Fee (Roseville Municipal Code Chapter 4.44) and the Dry Creek Watershed Drainage Mitigation Fee (Roseville Municipal Code 4.9) Ordinances (the "Fee Ordinances") so as to apply to and include all the Property and to include the applicable improvements within the Plan Area that qualify for financing thereby. The cost for this update shall be borne by Landowner. 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. Furthermore, Landowner agrees that until such time as City amends the Fee Ordinances 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 Fees") in the amounts and at the times specified in the Fee Ordinances. If Landowner pays any Interim Fees prior to amendment of the Fee Ordinances, and if the Interim Fee exceeds the fee that would otherwise have been adopted for the Plan Area, then the excess amount collected from payment of such Interim Fee shall be applied to reduce the fee to be adopted for the balance of the Landowner's Property. If the Interim 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 Fee shall be added as a surcharge to the fees to be assessed within the Landowner's Property on a per-unit basis.

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 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.

3.8.9 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.

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

3.8.11 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 and operation costs of light rail into the City of Roseville.

3.9 Phased Improvements. The utility and roadway improvements for the Plan Area shall be developed in multiple phases in accordance with the Land Use and Infrastructure Phasing Plan set forth as Chapter 7 to the Specific Plan. The Plan Area is divided into four (4) phases, the second phase of which is divided into two (2) sub-phases (hereafter, Phase 2A and Phase 2B) as shown on **Exhibit "I,"** attached hereto and made a part hereof. The Infrastructure Phasing plan set forth herein provides a detailed listing of the roadway, sewer, water, and electric facilities to be constructed with each Phase. The Phases shall be developed and constructed sequentially, beginning with Phase 1 and continuing with Phase 2A, 2B, 3 and 4, unless Landowner requests and City approves a plan to develop a Phase in a different order. The Phasing plan contemplates two (2) such variations. The phasing is designed to allow development of Phases 2, 3 and 4 in advance of Phase 1 and development of Phase 4 in advance of Phase 3. Where Landowner proposes to develop a Phase in a non-sequential order, Landowner shall demonstrate, to the satisfaction of the City, that the infrastructure improvements necessary to serve the developing portion of the site are provided.

Except as otherwise provided herein or as approved by the Public Works Director, no final subdivision map (other than the final Large Lot master parcel map needed to create the Specific Plan Parcels) shall be approved or filed within a Phase until all public infrastructure improvements within said Phase and all prior Phases have been substantially completed or adequate security, in form and amount acceptable to the City Attorney, has been posted to assure the completion of such improvements. Similarly, except as otherwise approved by the Public Works Director, no building permit shall be issued for the construction of any structures in a Phase of the Project until all required dedications of real

property located in the Phase and all prior Phases have been made to the City and all public infrastructure improvements within the Phase and all prior Phases of the Project have been completed and accepted.

Provided, Landowner acknowledges that a material consideration in City's entering into this Agreement is the timely construction of the full right of way improvements to Roseville Parkway, including all six lanes of pavement, curb, gutter, landscaped center median, sidewalk and landscaping adjacent to open space parcels, bridges, drainage, streetlights and utilities to be located within such right of way, from Sunrise Avenue to Rocky Ridge Drive, and that City would not enter into this Agreement but for Landowner's commitment to cause the timely design and construction of such improvements. Accordingly, Landowner hereby covenants to advance its share of the financing for such improvements, the allocation of these costs between Landowner and Olympus Stoneridge, LLC, another landowner within the Specific Plan Area, is set forth in the Landowner Allocation Matrix attached hereto as Exhibit "K." Furthermore, notwithstanding that the improvements to Roseville Parkway are identified below for construction as part of Phase 2B, which necessarily limits Landowner's ability to develop Phases 2B, 3 and 4, Landowner acknowledges and agrees that its ability to develop Phase 2A shall be contingent upon Landowner using its best efforts and due diligence, including without limitation, advancing its share of required funds on a timely basis, to meet the following schedule for the design and improvement of such Roseville Parkway improvements:

(a) Landowner shall use its best efforts to complete bid ready construction documents for the Roseville Parkway improvements between Rocky Ridge and Sunrise by January 15, 1999. Landowner shall coordinate the design of such improvements with the design of the 54/48 inch water line to be located within the right of way for Roseville Parkway, which may be combined with the design of the roadway or designed separately, but concurrently therewith;

(b) Construction of the Roseville Parkway improvements shall be commenced by June 1, 1999, subject to the receipt of bids that are acceptable to the City and generally within its budget for the portions of the improvements to be funded by City. Subject to approval of plans and receipt of acceptable bids, Landowner shall not be precluded hereby from commencing construction of the improvements earlier than June 1, 1999;

(c) Upon commencement of such construction, Landowner shall cause the roadway improvements to be constructed with due diligence and use its best efforts to complete such construction, including the installation of all utilities to be located therein, by June 1, 2001, provided Landowner shall not be required to bid the project on an accelerated schedule that could cause contractors to include a premium in their bid for rapid construction of the improvements.

Landowner's compliance with the foregoing schedule for design, commencement and completion of construction of the Roseville Parkway improvements shall be subject to the *force majeure* provisions of Section 5.3 hereof, including without limitation, any delays caused in the review of the plans or inspection of the improvements by the City and any delays caused by any requirements to obtain or comply with any permits or requirements of any other relevant agencies, including but not limited to, the Department of Fish and Game with regards to the False Ravine and Miner's Ravine Bridges. For purposes of meeting the foregoing schedule and satisfying the commitment to advance the necessary

funds therefor, Landowner shall enter into a contract for the design and engineering of the improvement plans within thirty (30) days of annexation of the Unincorporated Property into the City and shall enter into a contract by June 1, 1999 for the construction of the improvements, which contracts shall be subject to the review and approval of the City regarding the proposed engineer or contractor, the scope of work, the contract amount and any assurances for payment by Landowner thereunder.

If Roseville Parkway is not completed by Landowner and accepted by the City by the completion date of June 1, 2001, as may be extended by *force majeure* (the "Completion Date"), City may thereafter refuse to issue building permits within Phases 2A and 2B. Provided, however, this restriction on the issuance of building permits shall not apply if Landowner elects to have the City assume the construction of Roseville Parkway and provides cash to fund the completion of such construction, in accordance with the provisions of this paragraph. Such election may be made at any time after December 1, 2000, but not later than ninety (90) days prior to the Completion Date, by Landowner giving written notice thereof to the City and to Olympus Stoneridge. Unless Olympus Stoneridge responds within ten (10) days from such notice that it will complete such work, such notice shall be deemed effective and binding as to both Landowner and Olympus Stoneridge. City shall thereafter review the status of the work and estimate the cost to assume control of and complete the construction of Roseville Parkway, including without limitation, the cost of any additional design and engineering, permit and inspection fees, labor and material and construction management. Any costs which are incurred due to the transfer of construction responsibility to the City shall not be reimbursable or creditable. City shall use its best efforts to prepare such estimate within thirty (30) days of receipt of such notice from Landowner. Based on such estimate from City, Landowner shall deposit, within sixty (60) days of delivery of the estimate by City, cash for the amount of Landowner's share of such estimated costs, based on the Cost Sharing Matrix. If such deposits are not timely made to the City by both landowners, the election to have the City assume the work shall be deemed null and void and this restriction on building permits in Phases 2A and 2B shall apply if the work is not completed by the Completion Date. The deposits shall be used by City to pay for the improvements, as the costs therefor are incurred by City; if additional funds are required during such construction, Landowner will provide additional cash for its applicable share thereof within thirty (30) days of demand therefor. Upon completion, the City shall perform a final accounting of all costs incurred to complete the work and either reimburse Landowner's applicable share of any remaining funds or require Landowner to pay its applicable share of any outstanding costs. Such reimbursement by City or payment by Landowner shall be due within thirty (30) days of completion of such final accounting. To facilitate City's ability to assume the work, Landowner shall include in its contracts for any work for Roseville Parkway the right to assign such contracts to the City.

Notwithstanding anything to the contrary herein, Landowner acknowledges that until the Roseville Parkway improvements are completed, either by Landowner or by City, the City may refuse to issue building permits for any residential development of Phases 2A or 2B in excess of 1,500 dwelling units. Building permits issued for development of Parcel 1 shall not be included in the calculation of such 1,500 building permit maximum.

Landowner further acknowledges and agrees that, notwithstanding anything else to the contrary in this Agreement or in any assignment of this Agreement, with respect to the obligations under this Section 3.9 to complete the design and construction of the improvements required for Roseville Parkway and Stoneridge Drive, Landowner shall provide a personal guarantee to the City in a form reasonably acceptable to the City Attorney to ensure the design and construction of the improvements required to be

completed as and when required hereunder and shall remain personally responsible therefor notwithstanding any subsequent sale or transfer of any Parcels and notwithstanding any assumption of such obligations by any successor in interest to Landowner, unless the City expressly agrees, in writing, to release Landowner from any of such design or construction obligations under this Section 3.9. As a condition of any such assignment, the City may require that Landowner or Landowner's successor post security in form and amount acceptable to the City to secure the completion of the design and construction of the applicable improvements required for any Phase of improvements under this Agreement. This covenant to City to be personally responsible for the completion of such improvements shall not waive or release Landowner's rights to seek contribution or reimbursement from other Plan Area landowners for the cost of the improvements pursuant to Landowner's private improvement agreement related to development of the Plan Area.

3.9.1 Phase 1. Landowner shall, at its expense, construct or cause to be constructed the following Phase 1 improvements to serve the land use entitlements granted herein for Parcel 1:

3.9.1.A Phase 1 roadway improvements as shown on **Exhibit "H"** and as set forth below:

- i. Traffic signal on the fourth leg of the intersection of Leadhill Road and Roseville Parkway.

3.9.1.B No additional sewer improvements as shown on **Exhibit "G"** are required for development of Phase 1.

3.9.1.C Phase 1 water improvements as shown on **Exhibit "F"** and as set forth below:

- i. Twelve-inch (12") water line through Parcel 1 and across park Parcels 3 and 4 to serve future development of Phase 4, in the alignment generally shown on **Exhibit "F"**, subject to the approval of the City.

3.9.1.D No additional electric facilities as shown on **Exhibit "D"** are required for development of Phase 1.

3.9.1.E Phase 1 bike trail, as shown on **Exhibit "C,"** connecting the existing bike trail in Parcel 5 and Miner's Ravine through Parcel 2 and to Phase 1 park improvements in Parcel 3.

3.9.2 Phase 2A. Landowner shall, at its expense, construct or cause to be constructed the following Phase 2A improvements to serve the land use entitlements granted herein for Parcels 9, 13, 19, 20, 22, 23, 38, 39, 40, 41, 42, 46 and 47.

3.9.2.A Phase 2A roadway improvements as shown on **Exhibit "H"** and as set forth below:

- i. Roseville Parkway, full street section (six lanes), including frontage

improvements on both sides of Roseville Parkway, sidewalk and landscaping adjacent to open space, landscaped median, and all in-street utilities and ancillary storm drainage improvements from Sunrise Avenue to Stoneridge Drive.

- ii. Stoneridge Drive, full street section (four lanes), including four-lane bridge over False Ravine, frontage improvements on both sides of Stoneridge Drive, landscaped median (provided center median shall provide gaps where median cuts are reserved), all in-street utilities and ancillary storm drainage improvements from Roseville Parkway to Sierra College and bridge structures as appropriate including bike trail facilities underneath any such structures as required by City.
- iii. Sierra College, street section as described in the Specific Plan and in accordance with applicable City or County standards pursuant to Section 3.8.7 above, including in either case, sidewalk, landscaped median, landscaping and streetlights and ancillary storm drainage improvements on the west side of the right of way in accordance with City standards, all in street from Stoneridge Drive to northern boundary of Plan Area.

If Sierra College Boulevard remains in the county, and street lights are not provided as part of improvements, then the pedestrian walkways along the west side shall be lighted for pedestrian safety. Walkway lighting shall meet the following standards: illuminance - minimum average horizontal level (E avg.) of 6 and uniformity not to exceed 5 to 1.

- iv. Collector Street A, full street section, frontage improvements on both sides of Collector A, and all in-street utilities including water lines and ancillary storm drainage improvements, from Stoneridge Drive to south boundary of Parcel 40, provided that the frontage improvements of Parcel 36 may be demanded by the school district in advance of Phase 2B improvements under the terms of an agreement between Landowner and School District.
- v. Signal improvements, including signal conduit, poles, signal lights, loops and appurtenances, at intersection of Stoneridge Drive and Sierra College and Roseville Parkway at North Sunrise and signal conduit, loops and appurtenances for future signal at intersection of Stoneridge Drive and Roseville Parkway.

3.9.2.B Phase 2A sewer improvements, as shown on **Exhibit "G"** and as set forth below:

- i. Eight-inch (8") sewer line to be located within Stoneridge Drive from the collection point located approximately 900 feet west of Collector A

to the existing False Ravine sewer line.

- ii. Eight-inch (8") sewer line to be located within Stoneridge Drive from approximately 300 feet west of the intersection with Scarborough Drive to approximately the eastern boundary of Parcel 13.
- iii. Ten-inch (10") sewer line to be located within Stoneridge Drive from approximately the eastern end of Parcel 13 to Roseville Parkway.
- iv. Twelve-inch (12") sewer line to be located within Roseville Parkway from the intersection of Stoneridge Drive, west to a point of diversion located approximately 100 feet east of Sunrise Avenue and then south therefrom to connect to the existing Miner's Ravine sewer line.
- v. Eight-inch (8") sewer line from the southern portion of Parcel 19 extending through Parcels 21 and 15, then along Roseville Parkway to the False Ravine sewer crossing at Roseville Parkway.
- vi. Six-inch (6") sewer line to be located within Collector A from the southern boundary of Parcel 47 to approximately the northern boundary of Parcel 36.
- vii. Eight-inch (8") sewer line from the southern boundary of Parcel 40 along the northern boundary of Parcels 36, 37 and 38 to the False Ravine sewer.

3.9.2.C Phase 2A water improvements as shown on Exhibit "F" and as set forth below for Pressure Zones 1, 2 and 3:

Pressure Zone 1

- i. Forty-eight inch (48") water line from the dual purpose pump station to Stoneridge Drive, to be located within Roseville Parkway.
- ii. Thirty-six inch (36") water line from dual purpose pump station to new reservoir along Stoneridge Drive and within alignment for Scarborough Drive.

Pressure Zone 2

- iii. Twenty-four-inch (24") water line from the dual purpose pump station to the Pressure Zone 2 reservoir tank site, to be located within Stoneridge Drive and then within subdivision streets within Parcels 41 and 46 in the alignment generally shown on Exhibit "F", from Stoneridge Drive to tank site, subject to approval of the City.

- iv. Twelve-inch (12") water line to be located within Collector A, from the intersection of Stoneridge Drive to the south boundary of Parcel 40.
- v. Inter-tie between the PCWA Pressure Zone 3 system and the Pressure Zone 2 reservoir tank, which inter-tie shall be located near the tank, subject to approval of the City.
- vi. Rough grade Parcel 43 (tank site) to a base elevation of approximately 420 feet above mean sea level or as otherwise determined by City prior to grading.

Pressure Zone 3

- vii. Pressure Zone 3 booster pump station to be located near the City's existing Pressure Zone 1 water reservoir and planned 10 million gallon reservoir.
- viii. Twenty-inch (20") water line to be located within the right-of-way for Sierra College Boulevard from the existing PCWA water line in Sierra College to Stoneridge Drive.
- ix. Twenty-inch (20") water supply line through the Highlands Project in the City of Rocklin to the planned 10 million gallon reservoir, if not previously constructed with the development of such project.
- x. Sixteen-inch (16") water line to be located within Stoneridge Drive from the intersection of Stoneridge Drive and Sierra College Boulevard to the northeast boundary of Parcel 29.
- xi. Twelve-inch (12") water line to be located within Collector A, from the intersection of Stoneridge Drive to the south boundary of Parcel 40.
- xii. Twelve-inch (12") water line along the northern boundary of the Plan Area from the Pressure Zone 3 booster pump station to the existing PCWA water line in Sierra College.

3.9.2.D Phase 2A electric facilities as shown on **Exhibits "D" and "E"** and as set forth below:

- i. Extension of electric facilities to be located within joint trench along Rocky Ridge Drive from City's Hardrock Substation to Roseville Parkway.
- ii. Extension of two (2) temporary electric lines from the intersection of Rocky Ridge Drive and Roseville Parkway, one to be located along Roseville Parkway on temporary poles to the intersection of Roseville

Parkway and Stoneridge Drive and the other to be located on such temporary poles from the intersection of Rocky Ridge Drive and Roseville Parkway to Collector A.

- iii. Extension of temporary electric facilities to be located within the right-of-way for Collector A from the intersection of Roseville Parkway and Collector A to the southern boundary of Parcel 40.
- iv. Joint trench and street lights within the public utility easements for all road improvements described in Section 3.9.2.A.

3.9.2.E Phase 2A bike trails, as shown on Exhibit "C", consisting of the following:

- i. Pavement of the existing maintenance road through False Ravine from the existing trail in Miner's Ravine to the Roseville/Rocklin border, to bike trail standards in accordance with the deferred improvement agreement related thereto.
- ii. Extension of the connection from False Ravine at the northern end of the Plan Area to Park Parcel 45.
- iii. Connection of the existing Miner's Ravine bike trail to Stoneridge Drive, through Parcel 8.

3.9.2.F Phase 2A miscellaneous improvements as set forth below:

- i. Rough grade Parcels 8, 14 and 15; provided, however, Landowner may be entitled to receive a reimbursement from City for the cost of rough grading Parcel 8 pursuant to Section 4.2.3.
- ii. Roadway frontage improvements to Parcel 21, sidewalk on the south side of roadway, utilities and rough grading of parcel.
- iii. Post and cable fencing around the perimeter of Parcel 44.

3.9.3 Phase 2B. Landowner shall, at its expense, construct or cause to be constructed the following Phase 2B improvements to serve the land use Entitlements granted herein for Parcels 14, 15, 21, 33, 34, 35 and 59. Upon completion of (i) the improvements for and within Roseville Parkway from Stoneridge Drive to Collector A, including the False Ravine Bridge, (ii) all improvements for and within Collector A and (iii) all signal improvements described below, and subject to the further limitation set forth in Section 3.9 hereof, and compliance with all other conditions of the Entitlements and this Agreement and subject to review and approval by City that adequate circulation and facilities are provided to serve such Parcels, Landowner may proceed with the recordation of final maps and issuance of building permits within Phase 2B.

3.9.3.A Phase 2B roadway improvements as shown on **Exhibit "H"** and as set forth below:

- i. Roseville Parkway, full street section (six lanes), including frontage improvements on both sides of Roseville Parkway, landscaped median, all in-street utilities, and ancillary storm drainage improvements, sidewalks and landscaping adjacent to open space from Stoneridge Drive to Rocky Ridge Drive, inclusive of Miner's Ravine and False Ravine bridges and bike trail undercrossings.
- ii. Collector Street A, full street section, including frontage improvements, all in-street utilities, and ancillary storm drainage improvements from south boundary of Parcel 40 to intersection with Roseville Parkway.
- iii. Signal improvements, including signal conduit, poles, signal lights, loops and appurtenances, at intersection of Roseville Parkway and Collector A, and balance of signal improvements, including poles and signal lights, at intersection of Roseville Parkway and Stoneridge Drive.

3.9.3.B Phase 2B sewer improvements, as shown on **Exhibit "G"** and as set forth below. Such improvements shall be required prior to commencement of development of Parcel 35 or 59. Landowner may proceed with the recordation of final subdivision maps and issuance of building permits within Phase 2B (other than for Parcels 35 and 59) that do not require the construction of the new sewer lines within Miner's Ravine.

- i. Eight-inch (8") sewer line to be located within Miner's Ravine from the existing 21" sewer line to approximately the southern boundary of Parcel 59.
- ii. Six-inch (6") sewer line to be located within Miner's Ravine, from approximately the southern boundary of Parcel 59 to the southern boundary of Parcel 49.
- iii. Six-inch (6") sewer line to be located within Collector A and Roseville Parkway beginning from a point approximately 600 feet east of the intersection of Roseville Parkway and Collector A to the False Ravine Sewer Line crossing at Roseville Parkway.

3.9.3.C Phase 2B water improvements as shown on **Exhibit "F"** and as set forth below for Pressure Zones 1, 2 and 3:

Pressure Zone 1

- i. Forty-eight inch (48") water line to be located within Roseville Parkway from Stoneridge Drive to Rocky Ridge Drive. (Landowner to use its best efforts, subject to applicable *force majeure*, to complete such line

by Summer 1999.)

Pressure Zone 2

- ii. Sixteen-inch (16") water line to be located within Roseville Parkway from Stoneridge Drive to Rocky Ridge Drive (Landowner shall use its best efforts, subject to applicable *force majeure*, to complete such line by Summer 1999).
- iii. Twelve-inch (12") water line to be located within Collector A from southern boundary of Parcel 40 to Roseville Parkway.
- iv. Twelve-inch (12") water line to be looped within and serve Parcel 33, to be constructed with the subdivision improvements for such Parcel.

Pressure Zone 3

- v. Twelve-inch (12") water line to be located within Collector A from southern boundary of Parcel 40 to southern boundary of Parcel 34, with a loop back through Parcels 34, 36, 37 and 40 to 16" Pressure Zone 3 water line constructed in Stoneridge Drive as part of Phase 2A, to be constructed with the subdivision improvements for such Parcels.
- vi. Sixteen-inch (16") water line to be located through Parcels 30 and 31 from the new Pressure Zone 3 Booster pump station to Stoneridge Drive to connect with the Pressure Zone 3 16" water line.

3.9.3.D Phase 2B electric facilities as shown on **Exhibit "D"** and as set forth below:

- i. Joint trench and street lights on all required streets described in Section 3.9.3.A.

3.9.3.E Phase 2B bike trails, as shown on **Exhibit "C"**, consisting of the following:

- i. Extension of the connection from False Ravine to Park Parcel 37.
- ii. Extension of the existing Miner's Ravine bike trail through Parcels 5 and 50, past Parcel 59 to Collector A .

3.9.4 Phase 3. Landowner shall, at its expense, construct or cause to be constructed the following Phase 3 improvements to serve the land use entitlements granted herein for Parcels 24, 27, 28 and 30:

3.9.4.A Phase 3 roadway improvements as shown on **Exhibit "H"** and as set

forth below:

- i. Scarborough Drive, full street section (two lanes), including frontage improvements on both sides of Scarborough Drive, all in-street utilities and ancillary storm drainage improvements from intersection with Stoneridge Drive to connection with Scarborough Drive in Rocklin.
- ii. Road access to Parcel 24, along the western boundary of Parcel 23, the design and location of which shall be approved by the City.

3.9.4.B Phase 3 sewer improvements, as shown on **Exhibit "G"** and as set forth below:

- i. Sewer lift station and force main through Parcel 23 on Parcel 24 to serve Parcels 24, 17 and 27.

3.9.4.C Phase 3 water improvements as shown on **Exhibit "F"** and as set forth below for Pressure Zones 2 and 3:

Pressure Zone 2

- i. Twelve-inch (12") water line to be located within Scarborough Drive from Stoneridge Drive to planned 10 million gallon reservoir and pressure reducing station within Scarborough Drive approximately at the northern boundary of Parcel 29.
- ii. Twelve-inch (12") water line from 12" water line in Scarborough Drive through Parcels 28, 27, 25, 24 and 23 to 24" water line in Stoneridge Drive, to be constructed with the subdivision improvements for such Parcels. Stubs to be provided to allow loop to be constructed within Parcel 17.

3.9.4.D Phase 3 electric facilities as shown on **Exhibit "D"** and as set forth below:

- i. Joint trench and street lights within all streets required pursuant to Section 3.9.4.A.

3.9.4.E Phase 3 bike trails, as shown on **Exhibit "C"**, consisting of the following:

- i. Extension of the connection from False Ravine to Park Parcel 29.
- ii. Construction of the new bike trail through Parcel 25, from Stoneridge Drive to the northern boundary of the Parcel 25, with access into Parcel 27 near the northwest corner of such Parcel.

3.9.5 Phase 4. Landowner shall, at its expense, construct or cause to be constructed the following Phase 4 improvements to serve the land use entitlements granted herein for Parcels 49, 51, 52, 54, 55, 57 and 58:

3.9.5.A Phase 4 roadway improvements as shown on **Exhibit "H"** and as set forth below:

- i. Signal improvements, including signal conduit, poles, signal lights, loops and appurtenances, at intersection of Sierra College and Collector B.
- ii. Sierra College, street section as described in the Specific Plan and in accordance with applicable City or County standards pursuant to Section 3.8.7 above, including in either case, sidewalk, landscaping streetlights or pedestrian lighting and utilities on the west side of the right of way in accordance with City standards. A ten foot (10') sidewalk shall be required adjacent to Parcels 51, 60 and 61 and a portion of Parcel 50. No landscaping shall be required adjacent to Parcels 60 and 61.
- iii. Collector Street B, full street section, frontage improvements on both sides of Collector B and all in-street utilities, from Sierra College Boulevard to west boundary of Parcel 54 and internal subdivision street access through Parcel 57 to Parcel 58, subject to City approval.

3.9.5.B Phase 4 sewer improvements, as shown on **Exhibit "G"** and as set forth below:

- i. Eight-inch (8") sewer line within Collector B through Parcel 57, Parcel 58 and Miner's Ravine, to the existing sewer line in Parcel 3.
- ii. Pump station near the southeast corner of Parcel 51 and force main to the 8" sewer line in Collector B.

3.9.5.C Phase 4 water improvements as shown on **Exhibit "F"** and as set forth below for Pressure Zones 2 and 3:

Pressure Zone 2

- i. Twelve-inch (12") water line in Sierra College Boulevard from Olympus Drive to Collector B.
- ii. Twelve-inch (12") water line within Collector B with loop through Parcels 57 and 58 to Phase 1.

Pressure Zone 3

- iii. Twelve-inch (12") water line from Stoneridge Drive near the northwest corner of Parcel 49 to Sierra College near the southeast corner of Parcel 49 to create a loop through Parcel 49, to be constructed with the subdivision improvements for such Parcel.

3.9.5.D Phase 4 electric facilities as shown on **Exhibit "D"** and as set forth below:

- i. Joint trench and street lights on all streets required under Section 3.9.5.D.

3.9.5.E Phase 4 bike trails, as shown on **Exhibit "C"**, consisting of the following:

- i. Connection of Parcel 58 to Parcel 3, through Parcel 4, which connection shall also provide emergency access to Phase 4.
- ii. Extension of the Miner's Ravine Bike Trail from its point of termination in Phase 2B through Parcel 50 to Sierra College Boulevard parallel to Parcel 61 and to Park Parcel 48 parallel to Parcel 49, and construction of the ten foot (10') sidewalk along the west side of Sierra College Boulevard from the northeast corner of Parcel 61 to Collector B (connecting to the Parcel 50 trail).

### 3.10 Miscellaneous Public Facilities and Services.

3.10.1 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.

3.10.2 County-wide Facilities Fee. Landowner and City intend that Landowner will pay the pending county-wide facilities impact fee, in accordance with the provisions of Sections 2.4.1 and 2.5.2 above, if and when adopted by the City.

3.10.3 Wildland Fire Plan. Prior to the approval of any tentative residential lot subdivision map for Phase 2A (or any subsequent Phase) of the Plan Area, Landowner shall prepare a comprehensive Wildland Fire Plan for the entire Plan Area, subject to the review and approval of the Fire Department. The Wildland Fire Plan shall include actions that are required of properties adjoining open space, wildland areas within the Plan Area.

3.10.4 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.

3.10.5 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 the City or Northeast Roseville Specific Plan have not received adequate reimbursement, City may impose a fee (if it is legally entitled to enact a fee for such purpose) to recover the City or Plan Area's fair share of any such oversizing that has not otherwise been reimbursed to the Northeast Roseville Plan Area.

3.11 Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as approved by the City or provided for by this Agreement, all property to be conveyed in fee to the City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments or Project CC&R's. In addition, Parcels 43, 45, 48 and 56 and the portions of Parcels 29 and 37 (as shown on **Exhibit "B"**) to be conveyed hereunder by Landowner to the City and the portion of Parcel 36 reserved for conveyance to the Roseville City School District shall be free of wetlands (*i.e.* prior to any such conveyance by Landowner, Landowner shall be responsible, at its sole cost and expense, to fill any wetlands located on the applicable Parcel(s) to be conveyed in accordance with the terms and conditions of the 404 Permit to be obtained by Landowner pursuant to Section 2.7 above). 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.

3.12 Plan 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 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.

3.13 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.

3.14 No Financing District for Improvements/Private Financing Agreement. City acknowledges that Landowner does not intend to finance the construction or acquisition of any improvements in connection with the development of the Property through the formation of any community facilities district or other such public financing mechanism. City further acknowledges that Landowner has entered into a private financing agreement with another Plan Area landowner to share in the financing of the improvements required for development of the Plan Area. Landowner agrees that a breach under the private financing agreement will constitute a breach under this Development Agreement with the City.

3.15 Design of Improvements. Landowner acknowledges that all utilities to be installed by Landowner pursuant to Sections 3.5, 3.6 and 3.7 will be subject to the review and approval of the City.

Public Works or Environmental Utilities Department, as appropriate, provided such approval shall not modify the sizing of any utilities specified hereunder.

3.16 Additional Dedications and Easements. In addition to the dedications and easements required in connection with Landowner's development of the Property, upon request of City, Landowner will dedicate any right of way and grant any public utility easements consistent with the Entitlements for the Property that may be necessary for any other Plan Area landowner to develop its portion of the Plan Area, subject to Landowner's reasonable approval of the proposed location therefor. For example, if Stoneridge Drive needs to be extended to Sierra College Boulevard to allow development of the Parcels within Phase 2A located west of the Property, then Landowner shall dedicate the necessary right of way for Stoneridge Drive through the Property upon the request of City. Upon request of City, Landowner shall also grant to another Plan Area landowner any temporary construction easements to allow the construction of such public improvements within the Property, subject to the agreement of Landowner regarding the extent and duration of such easement and the terms thereof, including provisions for indemnity and insurance relating to such construction.

In consideration thereof, as a condition of every other development agreement or other land use entitlement within the Plan Area, City shall use its best efforts to cause the landowner thereof to covenant to dedicate and convey any rights of way, easements and temporary construction easements through its property to the extent needed by Landowner to develop the Property. In the event of any failure of such landowner to dedicate and/or grant the necessary easements and rights of way, City will use its best efforts and diligently enforce its rights under the applicable development agreements and entitlements to cause such rights of way to be granted.

If the City is unable to obtain the necessary rights of way and easements through such enforcement, or if Landowner and City are otherwise unable to obtain the necessary rights-of-way and easements through agreements with the affected landowners (e.g., with respect to the widening of Sierra College Boulevard adjacent to Parcels 60 and 61), then City will prepare for consideration and hearing by the City Council the necessary resolutions and documentation to initiate condemnation proceedings for such right of way, provided the decision to proceed therewith shall not be prejudiced by the City's entry into this Agreement. All costs related to the enforcement of such rights and any such condemnation shall be at Landowner's expense.

### 3.17 Services District.

3.17.1 Formation, Consent, Waiver and Special Benefit. No residential building permit shall be issued until the formation of the Services District set forth below. Landowner consents to and shall cooperate in forming a Mello-Roos Community Facilities District or other such financing mechanism for maintenance purposes (herein the "Services District") prior to the issuance of the first building permit within the Plan Area and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.17.3 below. The special tax shall be allocated between the parcels within the Plan Area in accordance with the financing plan for the Specific Plan. For purposes of Article XIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide

special benefit to the Property.

3.17.2 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City of Roseville or the Roseville City School District shall be excluded from any assessment to be imposed by the Services District.

3.17.3 Obligations. The Services District formed pursuant to this Section 3.16 shall:

3.17.3.A provide a mechanism for the perpetual maintenance of landscape medians, landscape corridors adjacent to LDR Parcels, to be installed within the landscaped roadways, electrical easement corridors and buffers within the Plan Area, all as described in the Specific Plan;

3.17.3.B perform autumn leaf cleanup for collector and local streets;

3.17.3.C maintain all public open space areas within the Plan Area, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the City Fire Department within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the City Fire Department. Landowner acknowledges that it will remain responsible, under applicable City ordinances, to maintain any private open space areas owned by Landowner or Landowner's successors, including any applicable Homeowners' Association;

3.17.3.D maintain all the Environmental Preserves in accordance with the Specific Plan, provided however, the costs arising out of or associated with compliance with Landowner's 404 Permit shall be assessed exclusively upon the Property and not upon any other landowner's property within the District;

3.17.3.E maintain City and neighborhood entry features to the Plan Area and ancillary landscaping; and

3.17.3.F conduct, manage and finance the environmental mitigation monitoring, and the annual review thereof, as required by the mitigation monitoring plan related to the Plan EIR.

3.17.4 Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or maintenance easements to the Services District, 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.

#### 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 Credits and Reimbursements. Landowner may, pursuant to this Agreement, be financing construction of certain improvements which would otherwise be paid for by the City or other parties and which serve other properties. City and Landowner agree that, in consideration of the construction of such improvements by Landowner, and only where this Agreement explicitly so provides, Landowner shall be entitled to credits and reimbursement as follows:

4.2.1 Credits Against Fees.

In consideration of Landowner's covenant to construct park improvements pursuant to Section 3.2, Landowner shall be entitled to credits against the neighborhood park fee. Landowner shall also be entitled to credits against and reimbursements from the Traffic Mitigation Fee ("TMF") for the cost of improvements to Roseville Parkway to be constructed by Landowner that are financed by said Fee and shall be entitled to credits against the TMF for the cost of the improvements to Stoneridge Drive and Sierra College Boulevard, including the traffic signals installed therein, to be constructed by Landowner that are financed by said Fee. And, in consideration of Landowner's advance funding of costs for the drainage detention basin, Landowner shall receive a credit against the drainage fee.

(a) Neighborhood Park Fee. Landowner acknowledges that the neighborhood park fee to be levied within the portion of the Plan Area described by the Property incorporates the neighborhood park fee credits for Landowner's construction of the park improvements described in Section 3.2.

(b) Traffic Mitigation Fee. In consideration of Landowners construction of certain non-frontage improvements to Stoneridge Drive and Landowners construction of traffic signals at the intersections of Roseville Parkway/Stoneridge, Roseville Parkway/Collector A, Sierra College Boulevard/Stoneridge, Sierra College Boulevard/Collector B, Sunrise Avenue/Roseville Parkway and Rocky ridge Drive/Roseville Parkway, Landowner shall be entitled to credits towards the City's Traffic Mitigation Fee (TMF) at the time a building permit is obtained within the plan area. Additionally, should the entire right-of-way for Sierra College Boulevard be annexed to the City in accordance with Section 3.8.7, Landowner shall receive a credit toward the City's TMF for any non-frontage improvements constructed by Landowner along Sierra College Boulevard.

Said credits shall be spread uniformly throughout the plan area on a Dwelling Unit Equivalent (DUE) basis and shall be incorporated at the time said improvements are completed and accepted by the City.

(c) Dry Creek Drainage Mitigation Fee. At such time that Landowner advances Dry Creek Drainage Mitigation fees as specified in section 3.5.5, Landowner shall be entitled

to credits toward said fee. Said credit shall be spread uniformly throughout the then undeveloped portion of Landowners' Property within the plan area on the same basis that the drainage fee is allocated to uses within the Plan Area.

4.2.2 Reimbursement By City. The parties agree that Landowner shall not be entitled to any reimbursement from the City for the construction of any public improvements required by this Agreement unless explicitly provided by the Agreement.

(a) Roseville Parkway. City and Landowner agree that certain Roseville Parkway roadway improvements to be designed and constructed by the Landowner are in excess of the normal frontage improvements required by City. City and Landowner further agree that Landowner shall be reimbursed the actual cost for design and construction of said non-frontage improvements from the City's Traffic Mitigation Fee. No interest will be provided for said reimbursement. Reimbursement will occur in the following manner:

- i). At such time Landowner has completed the design of and City has approved construction documents for that section of Roseville Parkway from Sunrise to Rocky Ridge and City has approved the costs for said design, City shall reimburse Landowner, on a quarterly basis, those Traffic Mitigation Fees collected within the Plan Area until such time as Landowner has been completely reimbursed for the cost of said design.

At such time Landowner has completed construction of the roadway improvements to Roseville Parkway between Sunrise Avenue and Stoneridge Drive, and City has accepted said improvements, City shall reimburse Landowner, on a quarterly basis, all Traffic Mitigation Fees collected within the Plan Area until such time as Landowner has been completely reimbursed for the costs of said improvements.

At such time Landowner has completed construction of the roadway improvements to Roseville Parkway, between Stoneridge Drive and Collector A, including the False Ravine bridge, and City has accepted said improvements, City shall reimburse Landowner on a quarterly basis, all of those Traffic Mitigation Fees collected within the Plan Area until such time as Landowner has been completely reimbursed for the cost of said improvements.

Similarly, at such time Landowner has completed construction of the roadway improvements to Roseville Parkway between Sunrise and Stoneridge and City has accepted said improvements, City shall reimburse Landowner, on a quarterly basis, those Traffic Mitigation Fees collected within the Plan Area until such time as Landowner has been completely reimbursed for the cost of said improvements.

- ii) The City intends to construct the I-80 overcrossing for Roseville Parkway from Taylor Road to Harding Boulevard and plans to use TMF

funds to finance such construction. The estimated cost of said construction is \$9,000,000. The City expects to receive State funds to assist with the cost of the overcrossing, which could make a portion of the TMF funds planned for the overcrossing available for financing the Roseville Parkway improvements to be installed by Landowner. Similarly, cost savings in the actual construction of the overcrossing could make TMF funds available for financing Landowner improvements to Roseville Parkway.

In consideration of Landowner's advance construction of Roseville Parkway and if the amount of TMF funds used to finance the construction of the overcrossing is less than the City's estimated cost of \$9,000,000 as a result of either the City receiving State funds to assist with the financing of the overcrossing and/or if cost savings in the construction are realized, then City shall make an equivalent amount of TMF funds (based on the difference between said estimate and the amount of TMF funds actually required for the overcrossing) available for reimbursement to Landowner. Said reimbursement shall become available after a notice of completion for the construction of the overcrossing has been filed and, thereafter, at any time the City receives any additional Federal or State funds for the overcrossing that were not previously received by the City which cause the net cost of construction financed by TMF funds to drop below the cost estimate.

Reimbursement from said available TMF funds shall be paid within thirty (30) days of said funds becoming available, up to the total amount of any outstanding Roseville Parkway reimbursement, if any, then earned by Landowner in accordance with Section 4.2.2(a)(i), above.

- iii) On July 1, 2003, should Landowner not be completely reimbursed for the non-frontage improvements to Roseville Parkway, City shall reimburse Landowner up to one-half of such outstanding amount from available TMF fees collected City-wide. On July 1, 2004 City shall reimburse Landowner the outstanding balance from available TMF fees collected City-wide. Thereafter, City shall reimburse 100% of TMF fees collected City-wide on a quarterly basis.

(b) *Bike Trails.* In consideration of the construction by Landowner of the bike trail improvements in accordance with Section 3.2.4 above, Landowner shall be reimbursed from the neighborhood park fee in the amount described in Section 3.2.5 above for such improvement, provided the costs thereof are included in the park financing plan. Landowner acknowledges hereby that only the bike trails identified for construction by each Phase, other than the portion of the False Ravine trail described in Section 3.9.2.E(i), are included within the park financing plan and that no reimbursement will be due for the Parcel-specific bike trail connections to be installed with the subdivision improvements for such Parcels or for Landowner's contribution to the reconstruction of the Miners Ravine Bike Trail. For purposes of funding such reimbursement, the City shall reserve Ten

Percent (10%) of every payment of the neighborhood park fee within the Plan Area. Such reimbursement shall be due upon approval by the City of the construction costs incurred by the installing party, acceptance of the improvement by the City and completion of the dedication of the improvement and the underlying property from the installing party to the City, provided, the payment of such reimbursement shall be limited to funds available for bike trails. To the extent such funds are not sufficient to pay the reimbursement in full, the outstanding balance thereof shall be paid on a quarterly basis (January 1, April 1, July 1 and October 1) from any additional funds, until paid in full, on a first-installed, first-reimbursed basis.

(c) *Park Improvements.* In consideration of the construction by Landowner of the initial improvements to Parcel 29 in accordance with Section 3.2.3 above, including frontage improvements and any other improvements as may be agreed to by the parties, Landowner shall be reimbursed from the city-wide park fee in the amount described in Section 3.2.5 above for such improvement. Such reimbursement shall be due upon approval by the City of the construction costs incurred by the installing party, acceptance of the improvement by the City and completion of the dedication of the improvement and the underlying property from the installing party to the City. City and Landowner may enter into a separate reimbursement agreement regarding the manner and timing of such reimbursement subsequent to the execution of this Agreement.

4.2.3 Reimbursement by Third Parties. In the case of public road improvements which abut or traverse Parcels 16, 17, 60 and 61 and other public improvements which are oversized to benefit Parcels 16, 17, 60 and 61, Landowner shall be entitled to receive a reimbursement from the benefited property's owner (and not the City) for 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 any infrastructure financing district if such a district is formed by or includes such properties and includes monies for the construction of said improvements.

City shall use its best efforts, to the extent City has the authority to do so, to impose the obligation to pay said reimbursement, as a condition of development of such benefited property, 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 as approval of a development agreement, rezoning, tentative subdivision or parcel map or other such entitlement when such condition can be imposed. Such reimbursement, if imposed, shall be due and payable on issuance of a permit for grading, improvement or construction on the benefited property, recordation of a final parcel or subdivision map for the benefited property or receipt of funds from an infrastructure financing district that is formed by or includes such benefited property. City's obligation to use its best efforts impose such condition and collect such reimbursement shall terminate upon any termination of this Agreement.

4.2.4 Participation by City. City will pay the costs of the design and installation of the 48" water line improvements to be located within Roseville Parkway, subject to its review and approval of all bid documents and contracts, including without limitation, change orders related thereto, to be entered into by Landowner for such work, which approval shall not be unreasonably withheld. When obligated to pay such costs, City shall pay the invoices therefor when it has confirmed that the work invoiced has been actually performed.

4.2.5 Reimbursable Hard Costs. The "hard costs" of construction to be reimbursed to Landowner by a third party or to be paid by Landowner to any third party in accordance with the terms of this Agreement shall consist of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by Landowner or such third party for the reimbursable work, including without limitation, plan check and inspection fees and in the case of Roseville Parkway, any costs of environmental mitigation therefor.

4.2.6 Interest on Reimbursements. Except as otherwise expressly provided herein, in each case in which this Agreement provides that Landowner is entitled to receive reimbursement for improvements from third parties or is required to pay reimbursement to third parties, Landowner shall be entitled to receive, or be obligated to pay, interest on the amount to be reimbursed (the "base amount") at the time when the reimbursement is to be paid. Such interest shall be the lesser of the following, as calculated by the City Engineer:

4.2.6.A The difference between the estimated cost to construct the reimbursable improvements at the time of reimbursement (as estimated by the City Engineer) and the base amount; and

4.2.6.B The amount of adjustment to the base amount for construction costs inflation, based upon the Engineering News Record, Construction Cost Index for the United States, 20-city average (should such index no longer exist, the City Engineer shall choose a similar index which in his/her opinion fairly estimates the inflation factor applicable to construction), from the time of completion and acceptance of the applicable improvement to the time of reimbursement.

4.2.7 Term for Credits and Reimbursements. City's obligation to provide any credits or to pay any reimbursements to Landowner that accrue hereunder shall terminate twenty (20) years after the effective date of this Agreement.

4.2.8 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.

4.2.9 Establishment of Reimbursement Escrow Account. Any and all amounts to be reimbursed to Landowner or others participating under this Agreement shall be calculated by the City and placed in a Landowners-established independent escrow account agreed to by City and Landowner in the name of Landowner and others participating in the construction of facilities under the Stoneridge Specific Plan. Landowner and other participants shall separately agree in a form acceptable to the escrow holder on the manner in which such funds shall be released.

#### 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 Maps and Permits. Provided that Landowner has posted security in form and amount acceptable to City to secure the completion of the improvements required for a Phase, and further provided that the Services District has been or will at the time of the requested final approval be formed and authorized to levy the special tax against the applicable portion of the Property in accordance with Section 3.17 hereof, and further provided that Landowner is not in default under this Agreement, City shall not refrain from approving final residential lot subdivision maps for the applicable Phase of the Property. Similarly, subject to the satisfaction of the foregoing and the completion of the improvements necessary to serve the development, as determined by the City, the City shall not 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 posting of the necessary security and the submission of a petition to form the Services District or annex the subject property into the Services District, as applicable. Prior to such formation of and/or annexation to the Services District and prior to the posting of any security to construct improvements for any Phase, 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 Landowner has agreed with another landowner of the Plan Area to divide the responsibility to construct the improvements needed to develop the Plan Area, provided each landowner has also reserved the right to construct the improvements for which the other landowner is responsible if necessary to proceed with development of its property. If Landowner elects to construct improvements for which the other landowner is responsible and with respect to which the other landowner has posted security to the City pursuant to this Section, City will cooperate with Landowner to make appropriate demands on such security and cause Landowner to be reimbursed for the cost of the improvements therefrom, to the extent the other landowner does not reimburse Landowner for such costs in accordance with such private improvement agreement.

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 subdivider 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 Improvements described hereunder shall be treated as such off-site improvements for purposes of applying Section 66452.6 of the Government Code.

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 provision of this Agreement, or of Sections 66452.1, 66452.2, 66456.2 and 66458, of the Government Code (or any successor or replacement statute), Landowner expressly waives the time limits for review and approval by City of

tentative subdivision maps to the extent that each such period does not exceed one hundred fifty (150) days beyond the time the application for such map is filed with the City, unless Landowner and City mutually agree to another time limit.

4.5 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.

4.6 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.

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, adverse weather, 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 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 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.

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. 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:

Elliott Homes, Inc.  
2390 East Bidwell  
Folsom, CA 95630  
Attn: Russ Davis

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 "J"** 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.

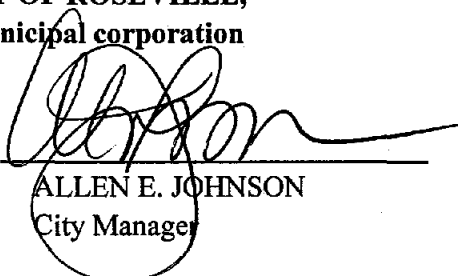
**III. FORM OF AGREEMENT, EXHIBITS**

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement consists of 57 pages, 13 exhibits and one addendum, 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.

**CITY OF ROSEVILLE,**  
a municipal corporation

BY:

  
ALLEN E. JOHNSON  
City Manager

**ELLIOT HOMES, INC.,**  
an Arizona corporation

BY:

its: PRESIDENT

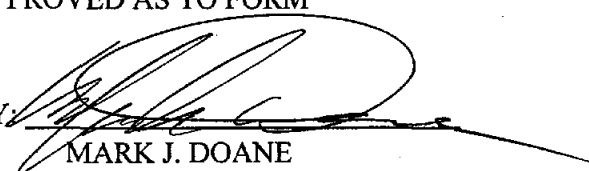
ATTEST:

BY:

  
CAROLYN PARKINSON  
City Clerk

APPROVED AS TO FORM

BY:

  
MARK J. DOANE  
City Attorney

1098 0000 0000 0000

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 Stoneledge Specific Plan - Elliott Homes, Inc.  
Date of Document 4.29.98

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA

County of SACRAMENTO

On MARCH 31, 1998 before me, SHERI HASSELL, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared HARRY C. ELLIOTT, III  
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.

*[Handwritten Signature]*  
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, STONERIDGE SPECIFIC PLAN

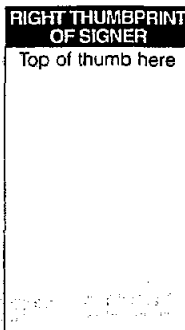
Document Date: 3/31/98 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: HARRY C. ELLIOTT, III

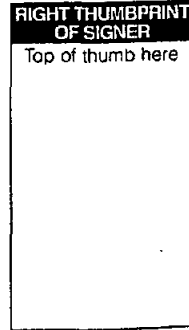
- Individual
- Corporate Officer  
Title(s): PRESIDENT
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
ELLIOTT HOMES, INC.  
AN ARIZONA CORPORATION

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

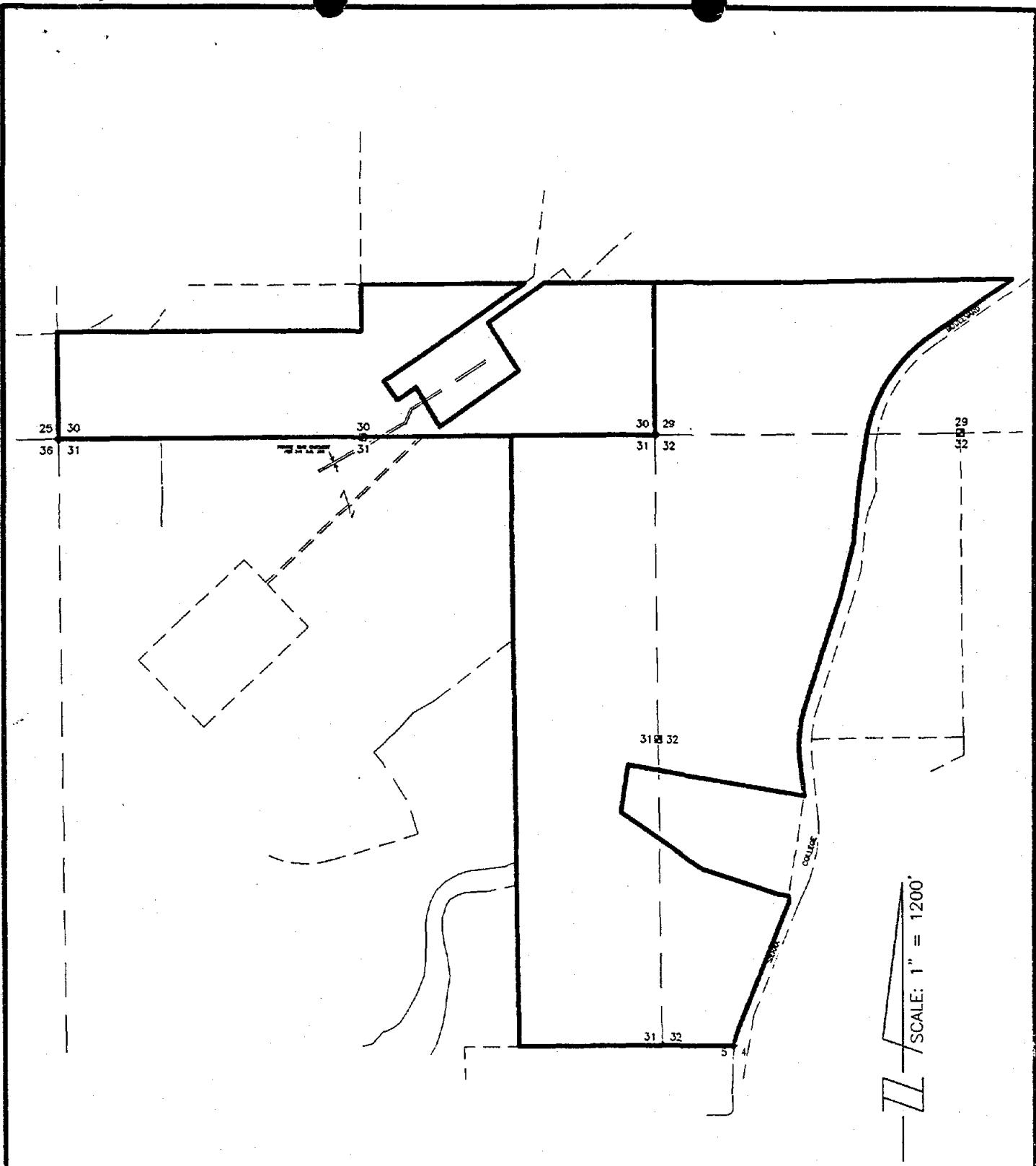
- Exhibit A -- Property Description:
  - A-1 -- Legal Description of the Property
  - A-2 -- Diagram of the Property
  - A-3 -- Land Exchange
- Exhibit B -- Land Uses for the Property
- Exhibit C -- General Location of Bike Trail Improvements
- Exhibit D -- On-Site Electric Distribution Facilities
- Exhibit E -- Off-Site Electric Distribution Facilities
- Exhibit F -- On-Site Water Lines
- Exhibit G -- Sewer Lines
- Exhibit H -- Road Improvements
- Exhibit I -- Phasing
- Exhibit J -- Form of Assignment
- Exhibit K - Landowner Allocation Matrix

1994 0000 0000 0000

**EXHIBIT A-1**

ALL OF PARCEL 2 OF PARCEL MAP P-74893, FILED JANUARY 13, 1989, IN BOOK 24 OF PARCEL MAPS, PAGE 94, PLACER COUNTY RECORDS AND A PORTION OF PARCEL 3 OF SAID PARCEL MAP LYING WITHIN SECTIONS 31 AND 32 AND WITHIN THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND ALSO LYING WESTERLY OF SIERRA COLLEGE BOULEVARD.

1994 1000 0000 0000



UNPUBLISHED WORK  
 © 1997  
 THE SPINK CORPORATION

2770328/2770-328.DWG

TITLE: EXHIBIT OF PCL 2 & PTN. PCL 3  
 24 P.M. 94, PLACER COUNTY

DATE: 8-27-97 JOB NO.: 2770-328  
 DRAWN BY: JSR CHECKED BY: R.N.

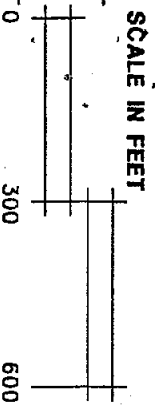
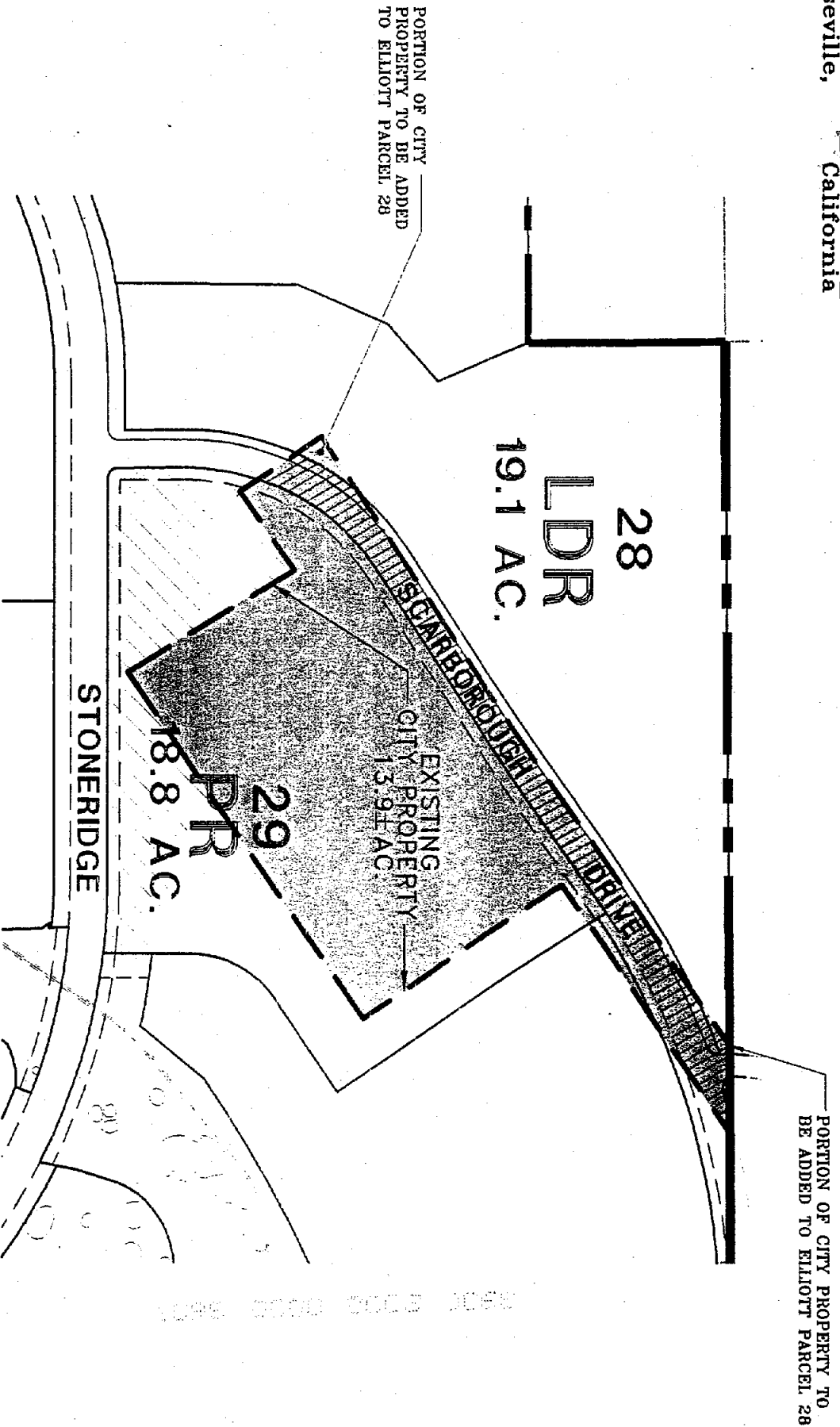
REVISION

CLIENT: **EXHIBIT A-Z**  
 H.C. ELLIOTT, INC.

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

SCALE: 1" = 1200' CODE: AA.BB - 5.6 DR.NO.: H-7982

Land Exchange Exhibit A-3  
**Stoneridge Specific Plan**  
 City of Roseville, California

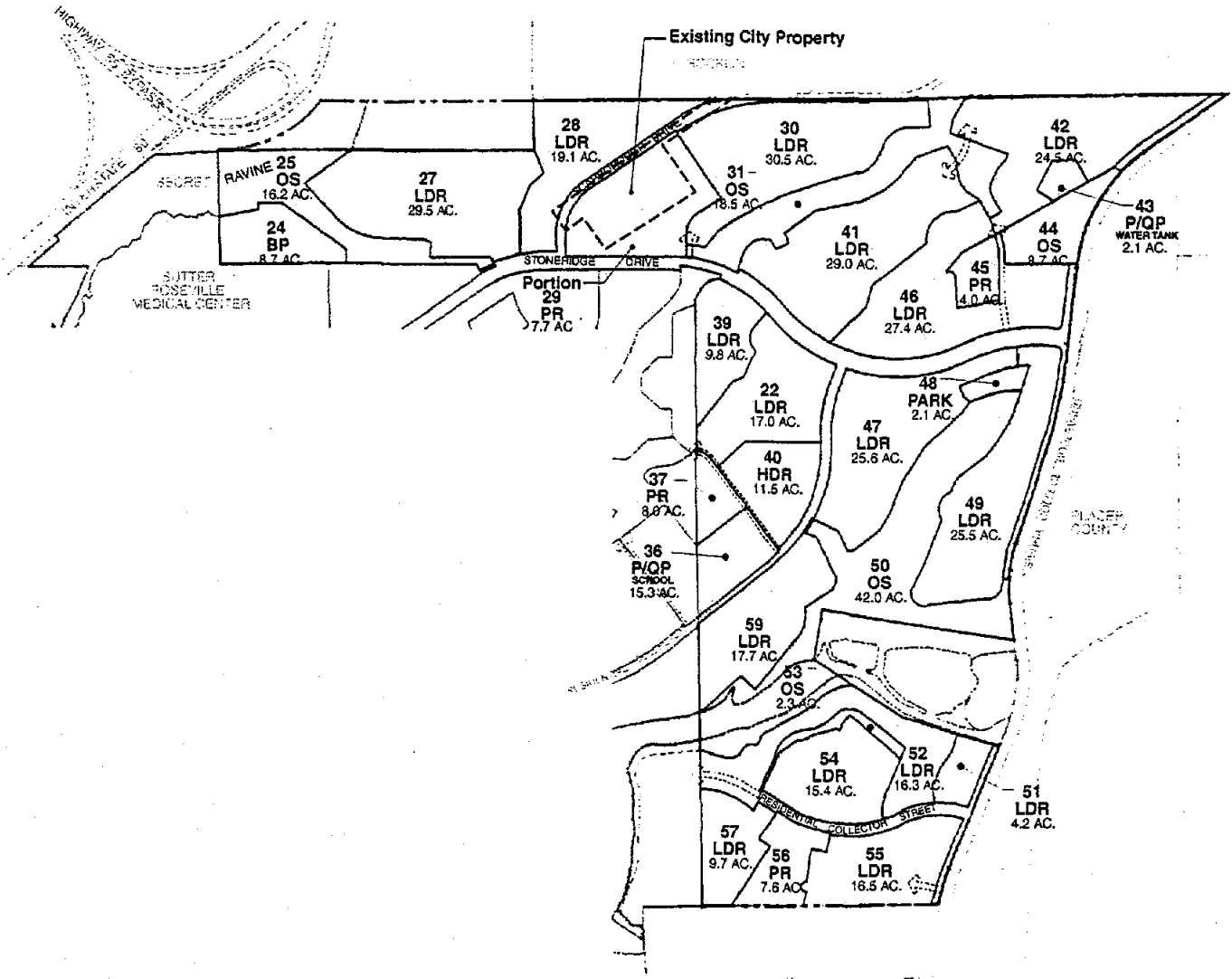


- EXISTING CITY PROPERTY
- PORTION OF CITY PROPERTY TO BE IN SCARBOROUGH R.O.W.
- PORTION OF CITY PROPERTY TO BE ADDED TO ELLIOTT PARCEL 28
- PORTION OF CITY PROPERTY TO BE ADDED TO PARK PARCEL 29

February 5, 1998

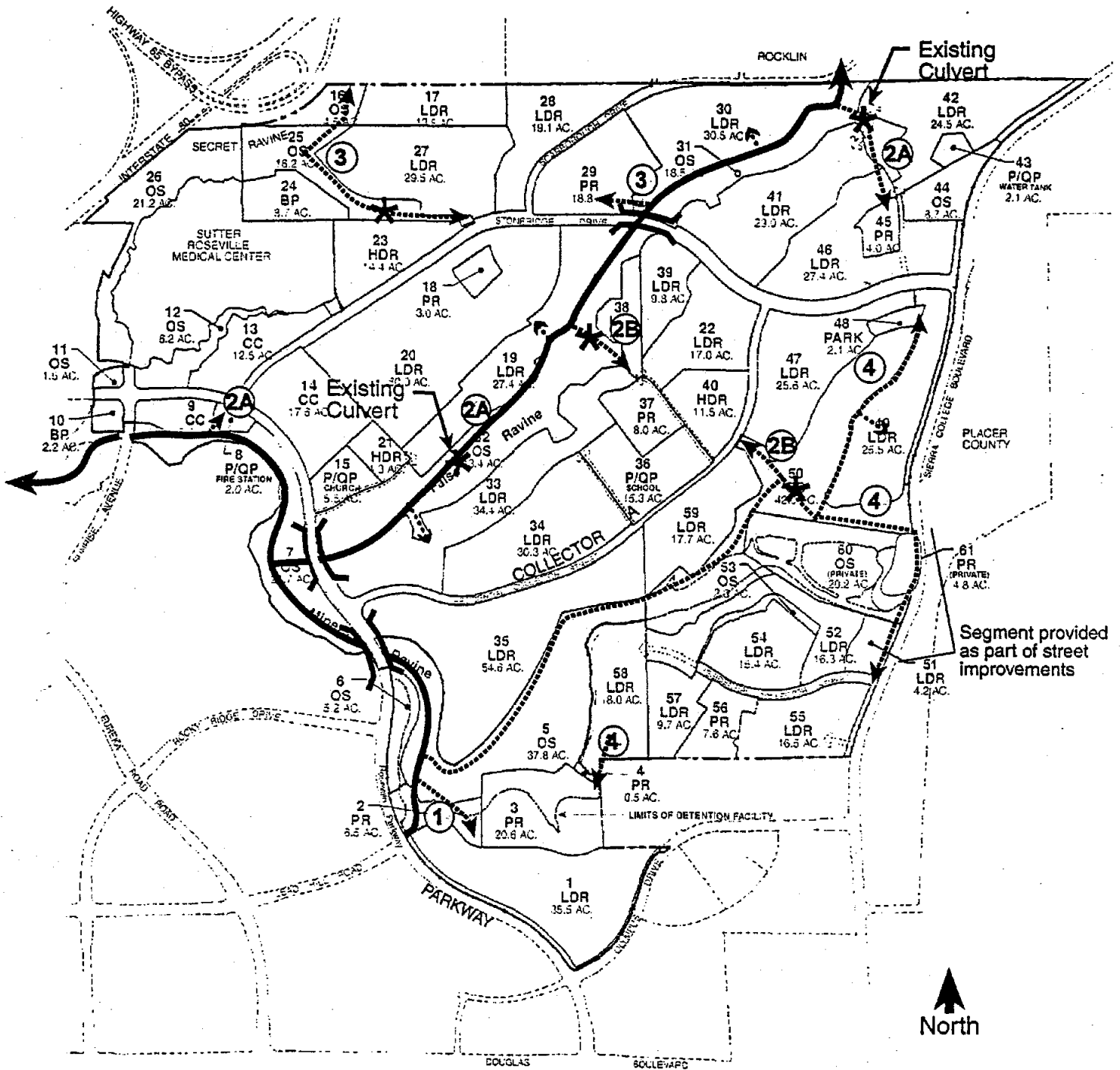
**The Spink Corporation**

2080 VENTURE GALE WAY, SACRAMENTO CALIFORNIA 95833-2500  
 PHONES: (916) 925-6650 FAX (916) 821-0274  
 This Site Plan is for preliminary planning purposes only. All site  
 site characteristics which may affect the final plan to be verified.  
 J:\9805\6000-51675000\0\PLAN\AM123\A-AND\DCR 02/09/98 06:00



100% 0000 0000 0000

Exhibit B



- Phase of trail improvement
- Existing Class 1 Trail
- Future Class 1 Trail
- Parcel Specific Trail
- Trail Crossing Under road
- Trail Crossing of Creek via culvert

Note: Parcels 19, 30, 33, and 49 shall provide connections to adjacent primary trail in conjunction with subdivision improvements.

Exhibit C

**EXHIBITS "D" and "E"**  
(To Be Prepared by the City Electric Department)

**EXHIBIT "D"**

**On-Site Electric Distribution Facilities  
By Sub-Area For  
Stoneridge Specific Plan Area**

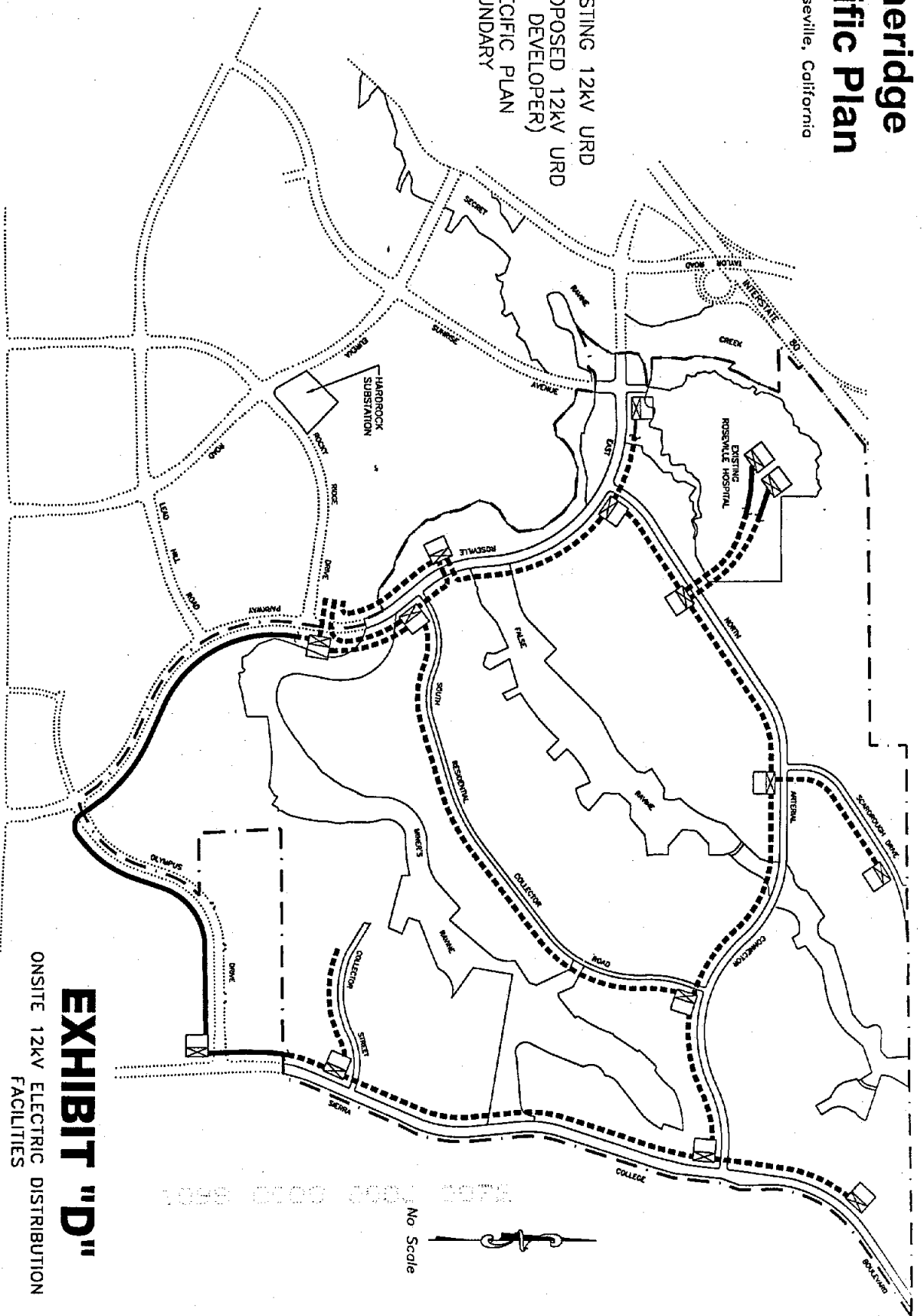
**EXHIBIT "E"**

**Off-Site Electric Distribution Facilities  
By Sub-Area For  
Stoneridge Specific Plan Area**

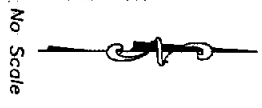
# Stoneridge Specific Plan

City of Roseville, California

- EXISTING 12KV URD
- PROPOSED 12KV URD  
(BY DEVELOPER)
- - - SPECIFIC PLAN  
BOUNDARY



**EXHIBIT "D"**  
ONSITE 12KV ELECTRIC DISTRIBUTION  
FACILITIES

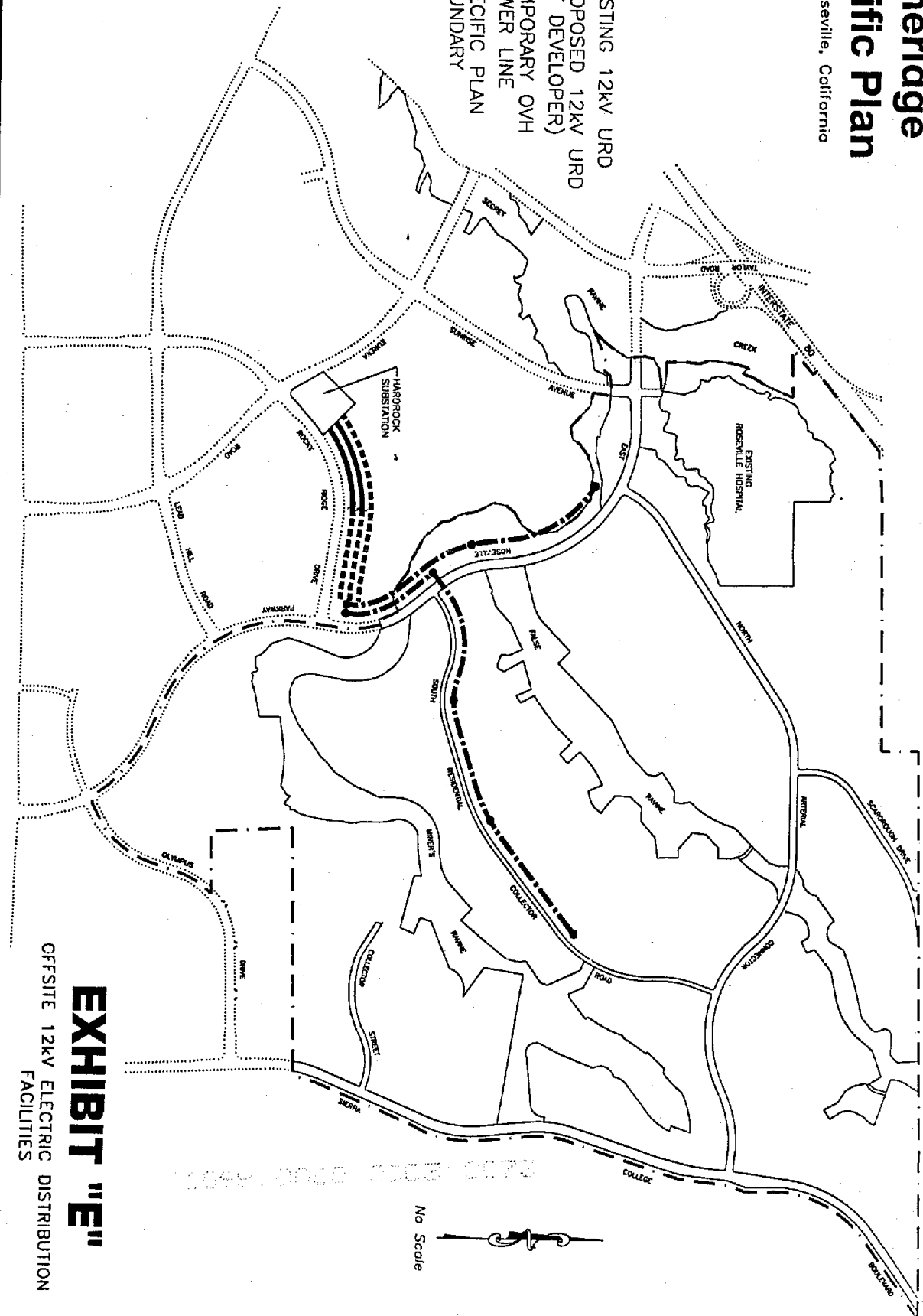


1058 0100 0000 0078

# Stoneridge Specific Plan

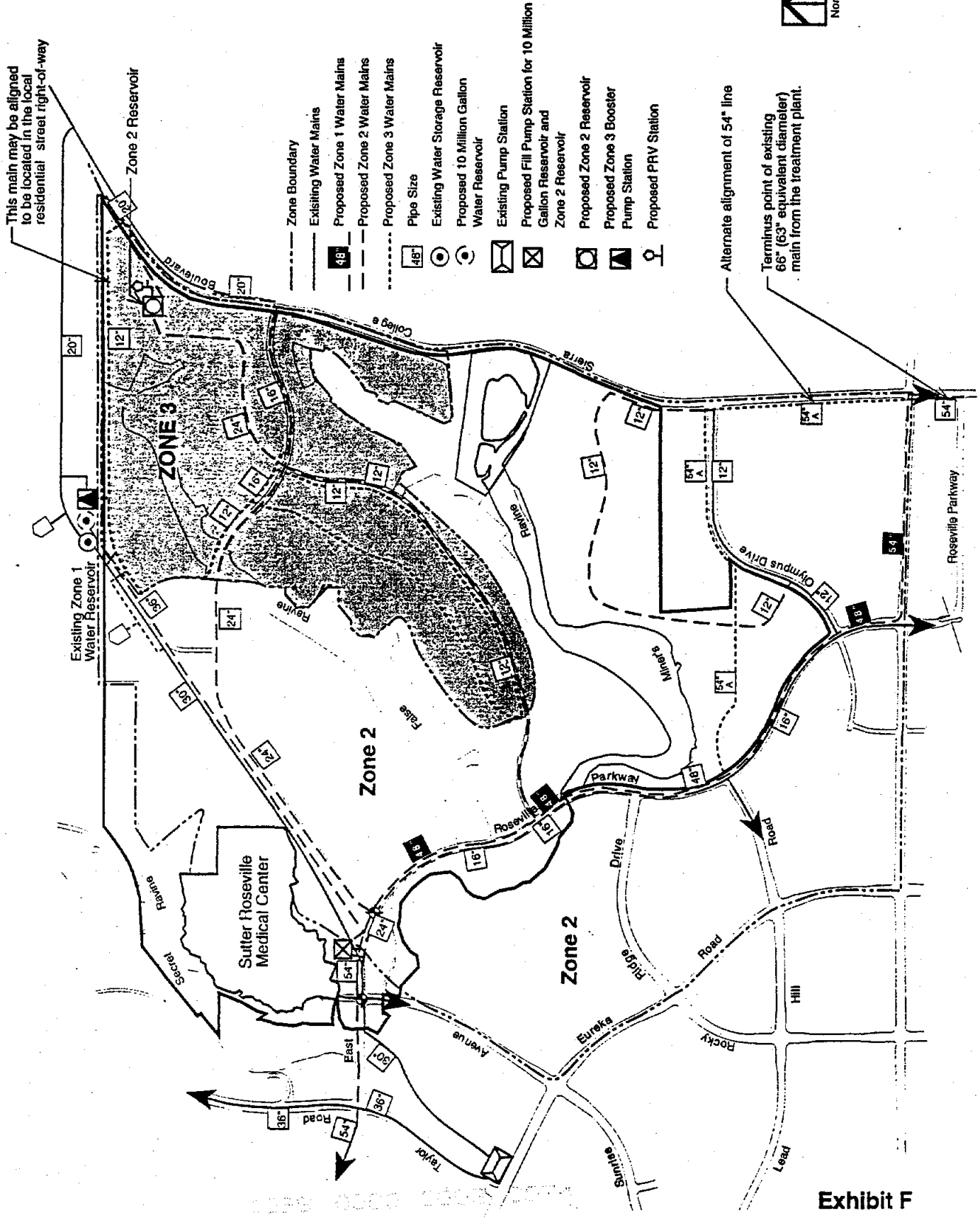
City of Roseville, California

- EXISTING 12kV URD
- - - PROPOSED 12kV URD  
(BY DEVELOPER)
- TEMPORARY OVH  
POWER LINE
- - - SPECIFIC PLAN  
BOUNDARY



**EXHIBIT "E"**  
OFFSITE 12kV ELECTRIC DISTRIBUTION  
FACILITIES

This main may be aligned to be located in the local residential street right-of-way



- Zone Boundary
- - - Existing Water Mains
- Proposed Zone 1 Water Mains
- Proposed Zone 2 Water Mains
- Proposed Zone 3 Water Mains
- 48" Pipe Size
- 60" Existing Water Storage Reservoir
- 60" Proposed 10 Million Gallon Water Reservoir
- ⊠ Existing Pump Station
- ⊠ Proposed Fill Pump Station for 10 Million Gallon Reservoir and Zone 2 Reservoir
- ⊠ Proposed Zone 2 Reservoir
- ⊠ Proposed Zone 3 Booster Pump Station
- ⊠ Proposed PRV Station

Alternate alignment of 54" line

Terminus point of existing 66" (63" equivalent diameter) main from the treatment plant.

Exhibit F



- Existing Sewer Main
- Proposed Sewer Main
- Pipe Size
- Proposed Lift Station
- Proposed Force Main

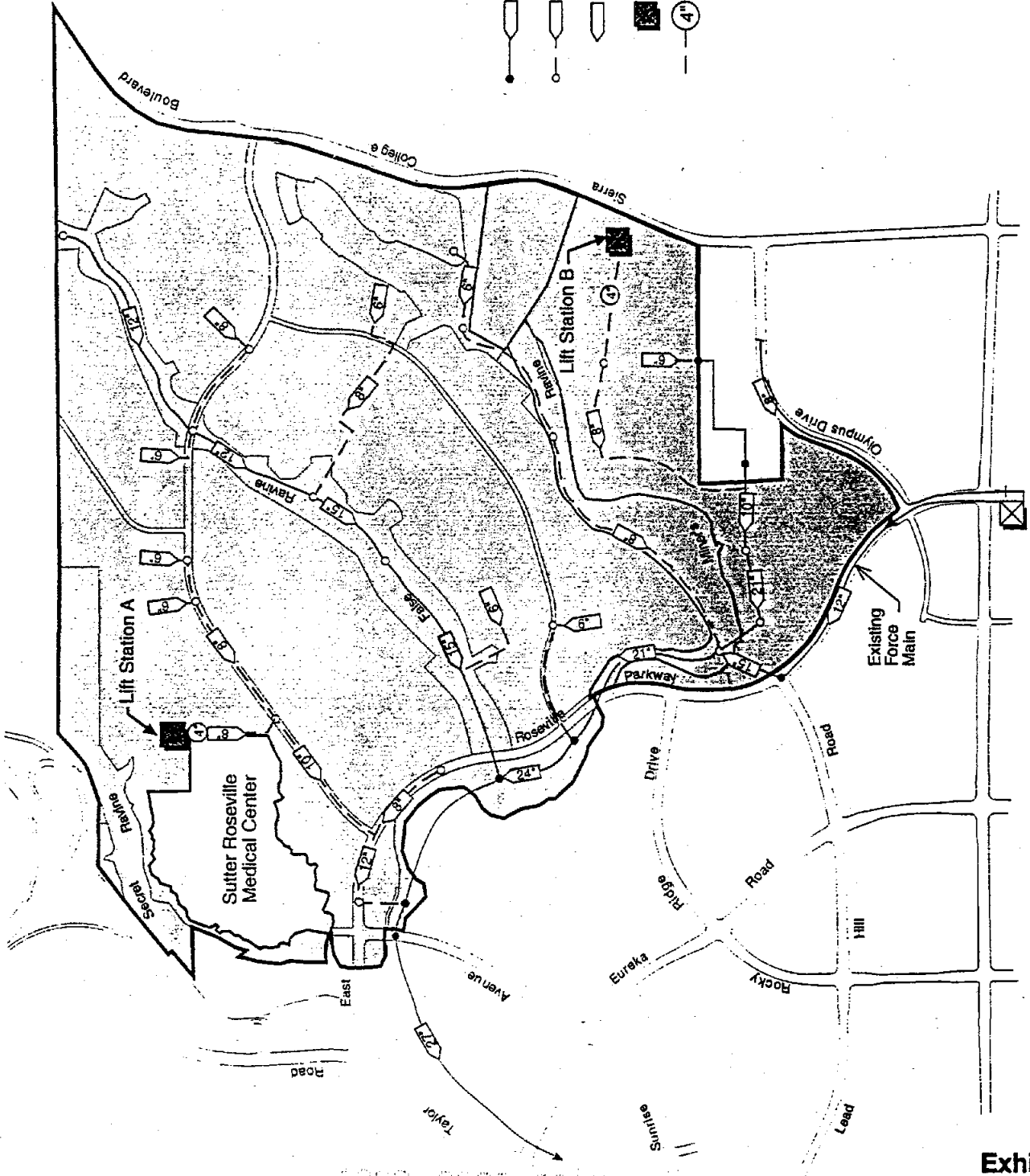
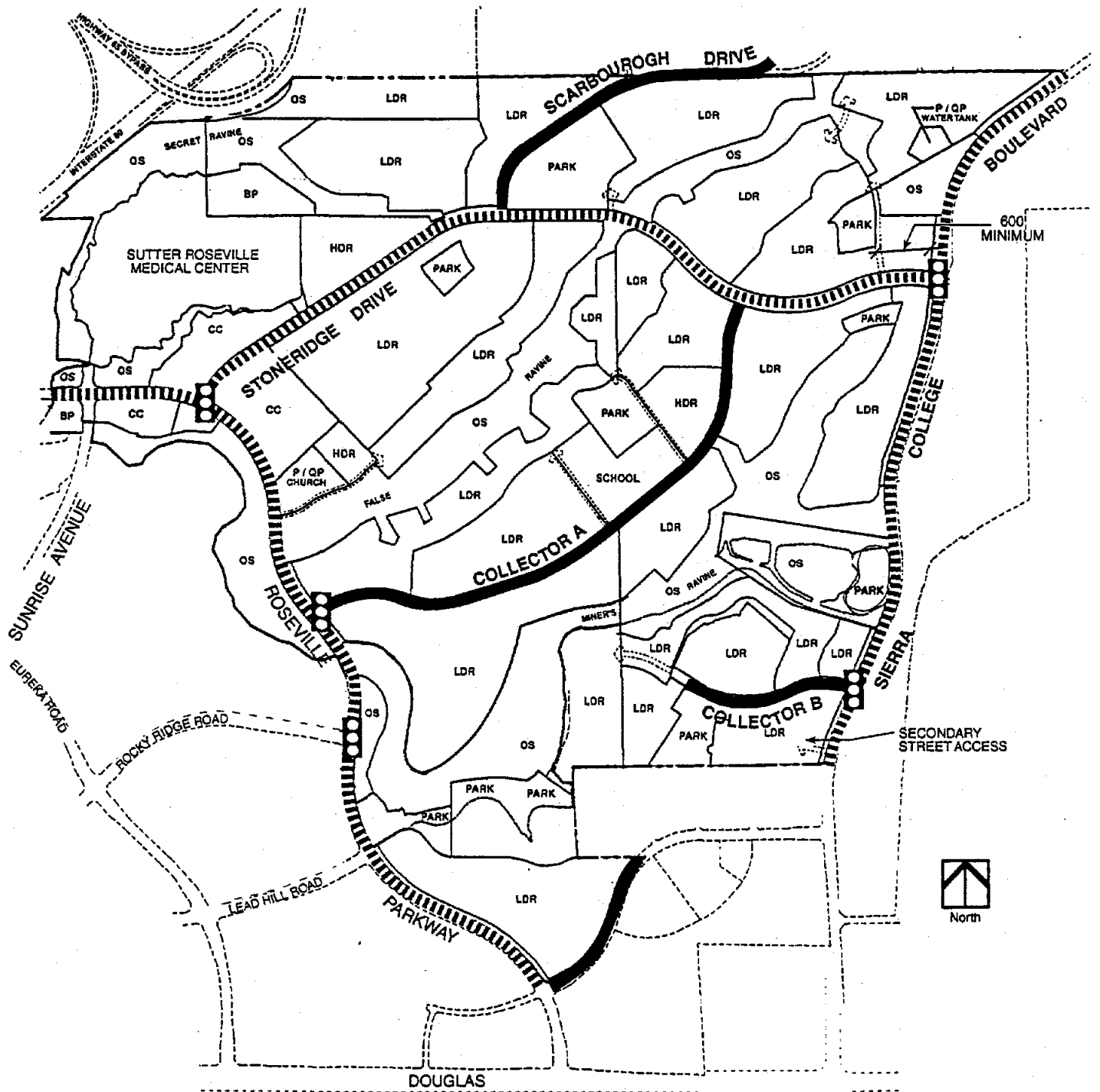





Exhibit G



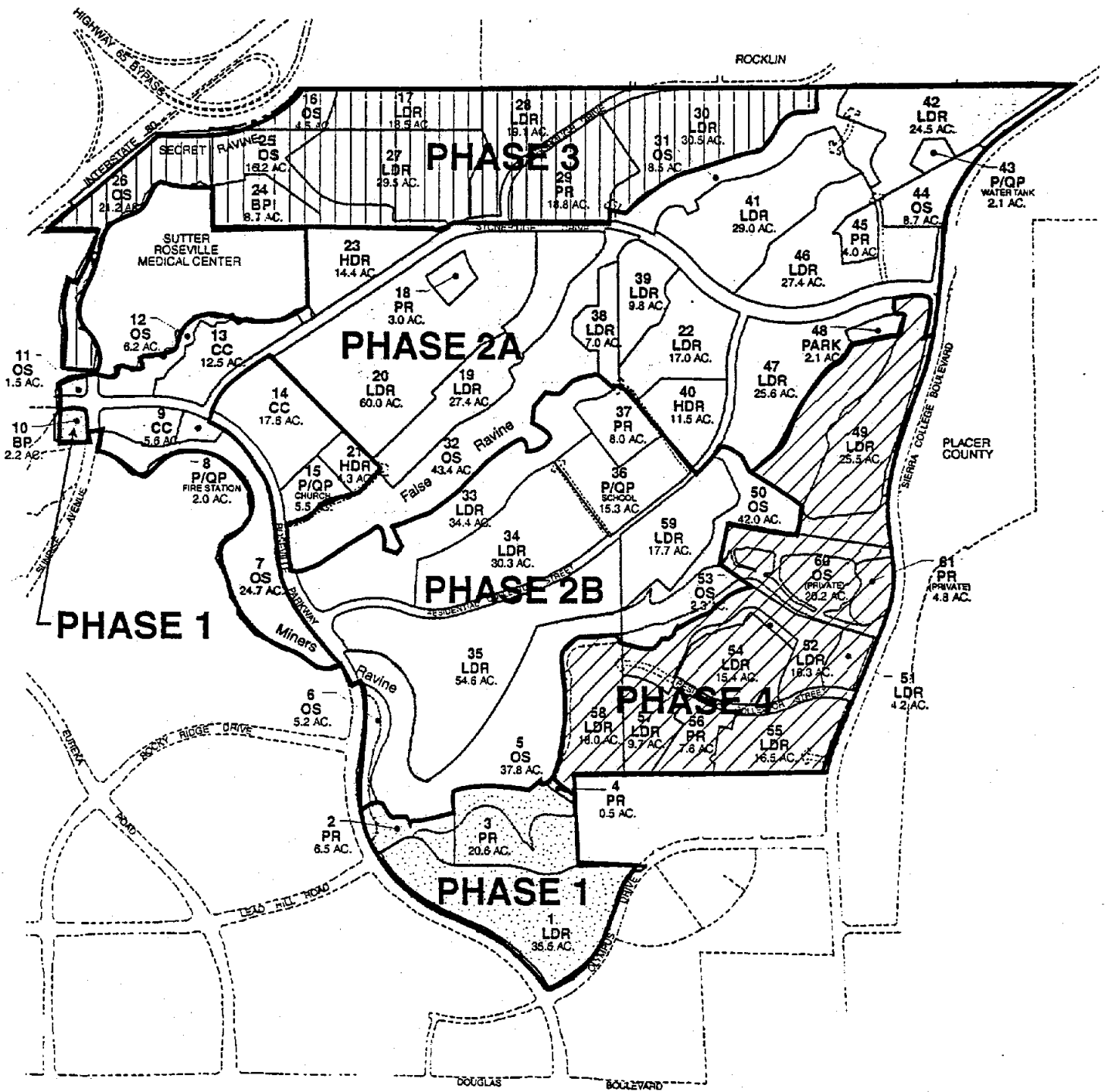
ACCESS:

-  2 LANE COLLECTOR STREETS  
(ACCESS TO BE DETERMINED)
-  PLANNED SIGNAL
-  ARTERIAL STREETS

Note: Larger scale map on file with City.

Exhibit H

1098 1000 0003 0076



DATE: 03/01/2007

Exhibit I

**EXHIBIT "J"**

When Recorded, Return to:

[Name of Purchaser]  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
RELATIVE TO  
STONERIDGE DEVELOPMENT AGREEMENT  
(Unit \_\_\_\_)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between ELLIOTT HOMES, INC., an Arizona corporation (hereinafter "Developer"), and [NAME OF PURCHASER], a \_\_\_\_\_ (hereinafter "Assignee").

**RECITALS**

A. On \_\_\_\_\_, 1997, the City of Roseville and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Elliott Homes, Inc., 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 a portion of the Subject Property to Assignee, as identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)").

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 Assigned Parcel(s).

**ASSIGNMENT AND ASSUMPTION**

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

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel(s) to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel(s). Developer 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 Developer.

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

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

4. The Notice Address described in Section 10 of the Development Agreement for the Developer with respect to the Assigned Parcel(s) shall be:

[Name of Assignee]

\_\_\_\_\_

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.

**ASSIGNEE:**

[NAME OF ASSIGNEE],

a \_\_\_\_\_

**DEVELOPER:**

**ELLIOTT HOMES, INC.,**  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

2008 0000 0000 0000

EXHIBIT 'K'

LANDOWNER ALLOCATION MATRIX FOR  
STONERIDGE SPECIFIC PLAN IMPROVEMENTS

This Matrix describes the landowners' agreement, based on estimated costs for the specific plan improvements, regarding (i) the allocation between the landowners, based on relative benefit, of the costs for such improvements, (ii) the allocation of construction responsibility for such improvements to balance each landowner's construction responsibility with its share of such improvement costs and (iii) the allocation of the landowner's anticipated reimbursements and/or credits from the City and other agencies for construction of these improvements. The allocations of construction and payment obligations shall be subject to adjustment based on actual bid amounts for the construction of the improvements, in accordance with Section 1.5 of the landowners' cost sharing agreement..

Except as otherwise noted, the improvements listed on the Matrix include all the infrastructure improvements required for development of the Plan Area described in Section 3.9 of the Development Agreement, the park and bike trail improvements described in Section 3.2 of the Development Agreement and miscellaneous funding obligations for studies and facilities described below. The notes correspond to the items listed in the Matrix and describe, in detail, the improvements addressed by the specific line-items, cross-referenced to the applicable sections of the Development Agreement. Where applicable, the notes include the assumptions used for allocating the costs, reimbursements and credits between the Plan Area landowners. The amount of reimbursements and allocation of credits to the respective landowners will be determined in accordance with the applicable provisions of the Development Agreement. For purposes of the Matrix, the landowners have assumed that any credits will be spread approximately 50/50 to each landowner's property; such assumption shall not be binding on the City in its determination of such credits and the applicable fee adjustments with respect thereto.

I. Phase 1 Improvements (Section 3.9.1)

A. *Phase 1 Roads*

1. Leadhill/Roseville Parkway Signal (3.9.1.A)

Traffic signal on the fourth leg of the intersection of Leadhill Road and Roseville Parkway.

a. Construction and Cost Responsibility Developer of Parcel 1

b. Credits/Reimbursements None anticipated

B. *Phase 1 Sewer - None*

C. *Phase 1 Water*

2. Parcel 1 Water Line (3.9.1.C)

Twelve-inch (12") water line through Parcel 1 and across park Parcels 3 and 4 to serve future development of Phase 4, in the alignment to be approved by the City.

a. Construction and Cost Responsibility Developer of Parcel 1

b. Credits/Reimbursements None anticipated

D. Phase 1 Electric - None

E. Phase 1 Bike Trails

3. Phase 1 Bike Trail (3.9.1.E)

Phase 1 bike trail, connecting the existing bike trail in Parcel 5 and Miner's Ravine through Parcel 2 to the Phase 1 park improvements in Parcel 3.

- a. Construction and Cost Responsibility Developer of Parcel 1 (est. \$12,000)
- b. Credits/Reimbursements
  - i. Reimbursement from neighborhood park fees for bike trail improvement

F. Phase 1 Miscellaneous

4. Initial Phase 1 Park Improvements

Park Improvements for Parcels 2, 3 and 4. Rough grade and hydroseed (\$105,000) and install frontage improvements (\$55,726) for initial park, install balance of frontage improvements for Parcels 2, 3 and 4 (\$146,549) and pay an additional amount (\$180,274.60) as advance financing for construction of improvements by City for the initial park (Section 3.2.4). City to construct balance of park improvements (est. \$1,410,238.40).

- a. Construction and Cost Responsibility Developer of Parcel 1
- b. Credits/Reimbursements
  - i. Full Credit for Parcel 1 development against neighborhood park fee for initial phase park and frontage improvements (\$160,726), remaining frontage improvements (\$146,549) and additional payment (\$180,274.60).
  - ii. Reimbursement from neighborhood park fees shall be paid to the Developer of Parcel 1 for the cost of the additional frontage improvements, up to, but not in excess of, \$146,549.

II. Phase 2A Improvements (Section 3.9.2)

A. Phase 2A Roads

5. Roseville Parkway (3.9.2.A.i)

Full street section of Roseville Parkway (six lanes), including frontage improvements on both sides of Roseville Parkway, sidewalk and landscaping adjacent to open space, landscaped median, and all in-street utilities and ancillary storm drainage improvements, from Sunrise Avenue to Stoneridge Drive.

- a. Construction Responsibility: Olympus, subject to reimbursement by Elliott for its applicable share of the costs of design and construction.

- b. Cost Sharing: Median curb and center four lanes (48') of pavement are allocated 50/50 to Elliott and Olympus; excavation, median landscaping, drainage, sewer and streetlights are allocated three-tenths (3/10) to Elliott and seven-tenths (7/10) to Olympus; and joint trench, frontage curb and frontage lanes (32') of pavement are allocated 100% to Olympus (overall allocation approximately \$463,500 to Olympus and \$138,130 to Elliott)

c. Credits/Reimbursements:

- i. Reimbursement from Traffic Mitigation Fee ("TMF") for center lanes and median curb (est. \$185,000) to be paid 50% to Elliott and 50% to Olympus.

6. Stoneridge Drive (3.9.2.A.ii)

Full street section (four lanes), including four-lane bridge over False Ravine, frontage improvements on both sides of Stoneridge Drive, landscaped median (provided center median shall provide gaps where median cuts are reserved), and all in-street utilities and ancillary storm drainage improvements from Roseville Parkway to Sierra College Boulevard and bridge structures, as appropriate, including bike trail facilities underneath any such structures, as required by City.

a. Construction Responsibility.

- i. **Elliott:** False Ravine Bridge and all Stoneridge Drive improvements from the bridge to Sierra College Boulevard (est. \$700,000 for bridge and \$1,485,000 for Stoneridge east of the bridge)
- ii. **Olympus:** All Stoneridge Drive improvements to the western boundary of the False Ravine Bridge, excluding the bridge (est. \$2,970,000)

- b. Cost Sharing: Median curb and center two lanes (24') of pavement are allocated 50/50 (est. \$405,000 to each landowner); bridge is allocated 50/50 (est. \$350,000 to each landowner); and frontage costs are allocated 100% to the landowners based on their respective ownership of property fronting Stoneridge (est. \$1,713,000 to Olympus and \$1,932,000 to Elliott, respectively, for frontage costs)

c. Credits/Reimbursements:

- i. Credits against TMF for the center two lanes and median curb (est. \$810,000) will be spread over the entire Plan Area.
- ii. Credits against TMF for the bridge (est. \$700,000) will be spread over the entire Plan Area.
- iii. Reimbursement from city-wide park fees for the park frontage cost (est. \$115,000) will be paid entirely to Elliott, notwithstanding the construction thereof by Olympus, subject to agreement with the City regarding the timing of such reimbursement.

7. Sierra College (3.9.2.A.iii)

Sierra College street section, as described in the Specific Plan and in accordance with applicable City or County standards pursuant to Section 3.8.7 of the Development Agreement, including in either case, sidewalk, landscaping, streetlights or pedestrian lighting and utilities on the west side of the right-of-way in accordance with City standards, and all in-street utilities and ancillary storm drainage improvements, all from Stoneridge Drive to northern boundary of Plan Area.

- a. Construction and Cost Responsibility: Elliott (\$1,093,000)
- b. Credits/Reimbursements: None anticipated, provided a portion thereof may be creditable if Sierra College becomes a city-owned roadway.

8. Collector Street A (3.9.2.A.iv)

Full street section, frontage improvements on both sides of Collector A, and all in-street utilities (including water lines and ancillary storm drainage improvements), from Stoneridge Drive to south boundary of Parcel 40.

- a. Construction and Cost Responsibility: Elliott (est. \$976,000)
- b. Credits/Reimbursements: None anticipated.

9. Signals - Roseville Parkway/Sunrise; Roseville Parkway/Stoneridge; Sierra College/Stoneridge (3.9.2.A.v)

Signal conduit, poles, signal lights, loops and appurtenances for new signals at intersection of Stoneridge Drive and Sierra College (est. \$150,000), reconstruction of existing signal at North Sunrise and Roseville Parkway (est. \$70,000) and signal conduit, loops and appurtenance for future signal at intersection of Stoneridge Drive and Roseville Parkway (est. \$70,000).

- a. Construction Responsibility.
  - i. Elliott: Sierra College/Stoneridge signal improvements (est \$150,000)
  - ii. Olympus: Roseville Parkway/North Sunrise and Roseville Parkway/Stoneridge signal improvements (est. \$140,000)
- b. Cost Sharing: Costs are allocated 50/50 between Elliott (\$145,000) and Olympus (\$145,000), based on signals being fully creditable
- c. Credits/Reimbursements:
  - i. Credits against the TMF for signal improvements will be spread over the entire Plan Area (est. \$290,000).

B. Phase 2A Sewer

10. 8" Sewer Line in Stoneridge East of False Ravine (3.9.2.B.i)

Eight-inch (8") sewer line to be located within Stoneridge Drive from the collection point located approximately 900 feet west of Collector A to the existing False Ravine sewer line.

a. Construction and Cost Responsibility: Elliott

b. Credits/Reimbursements: None anticipated.

11. 8", 10" and 12" Sewer Lines in Stoneridge and Roseville Parkway (3.9.2.B.ii, iii, iv and v)

Eight-inch (8") sewer line to be located within Stoneridge Drive from approximately 300 feet west of the intersection with Scarborough Drive to approximately the eastern boundary of Parcel 13; and

Ten-inch (10") sewer line to be located within Stoneridge Drive from approximately the eastern end of Parcel 13 to Roseville Parkway; and

Twelve-inch (12") sewer line to be located within Roseville Parkway from the intersection of Stoneridge Drive, west to a point of diversion located approximately 100 feet east of Sunrise Avenue and then south therefrom to connect to the existing Miner's Ravine sewer line; and

Eight-inch (8") sewer line from the southern portion of Parcel 19 extending through Parcels 21 and 15, then along Roseville Parkway to the False Ravine sewer crossing at Roseville Parkway.

a. Construction and Cost Responsibility: Olympus

b. Credits/Reimbursements: None anticipated.

12. 6" and 8" Sewer Lines From Parcel 47, Along Collector A and Parcels 36 and 37 to False Ravine (3.9.2.B.vi and vii)

Six-inch (6") sewer line to be located within Collector A from the southern boundary of Parcel 47 to approximately the northern boundary of Parcel 36 (cost included within cost of Collector A)

Eight-inch (8") sewer line from the southern boundary of Parcel 40 along the northern boundary of Parcels 36, 37 and 38 to the False Ravine sewer.

a. Construction and Cost Responsibility: Elliott

b. Credits/Reimbursements: None anticipated.

C. Phase 2A Water

13. 48" Water Main (3.9.2.C.i and 3.9.3.C.i)

Forty-eight inch (48") water line from the dual purpose pump station to Rocky Ridge Drive, to be located within Roseville Parkway.

a. Construction and Cost Responsibility: Olympus (est. \$1,125,000). The entire facility will be bid and constructed as one project, notwithstanding its phased description in the Development Agreement. Olympus to use it best efforts, subject to applicable *force majeure*, to complete such improvements by Summer 1999.

b. Credits/Reimbursements:

i. Reimbursement from the city's general water fund for the facility will be paid entirely to Olympus.

14. 36" Water Main (3.9.2.C.ii)

Thirty-six inch (36") water line from the dual purpose pump station to new 10 million gallon reservoir, along Stoneridge Drive and within alignment for Scarborough Drive. Additional design work regarding appropriate depth of line within Stoneridge Drive and appropriate alignment within Scarborough, to be incorporated into City's design of facility, will be prepared by landowners.

- a. Construction and Cost Responsibility: Olympus (est. \$1,280,000 for construction). Additional landowner design to be shared 50/50 between Elliott and Olympus.
- b. Credits/Reimbursements:
  - i. Reimbursement from the city's general water fund for cost of improvement (excluding landowner design costs) to be paid entirely to Olympus.

15. 24" Water Main (3.9.2.C.iii)

Twenty-four-inch (24") water line from the dual purpose pump station to the Pressure Zone 2 reservoir tank site, to be located within Stoneridge Drive and then within subdivision streets within Parcels 41 and 46 from Stoneridge Drive to the tank site.

- a. Construction Responsibility.
  - i. Elliott: Portion of the waterline from and across the bridge to the tank site (est. \$432,000)
  - ii. Olympus: Portion of the waterline from the pump station to the western edge of the False Ravine Bridge (est. \$648,000)
- b. Cost Sharing: Based on relative Zone 2 benefit, costs allocated 35% to Elliott (\$378,000) and 65% to Olympus (\$702,000)
- c. Credits/Reimbursements:
  - i. Credits against the special Zone 2 water fee for the cost of the facility shall be spread over the Zone 2 portion of the Plan Area (35% to Elliott and 65% to Olympus, based on relative Zone 2 benefit).

16. 12" Zone 2 Water Line and Intertie (3.9.2.C.iv and v)

Twelve-inch (12") water line to be located within Collector A, from the intersection of Stoneridge Drive to the south boundary of Parcel 40; and

Inter-tie between the PCWA Pressure Zone 3 system and the Pressure Zone 2 reservoir tank, which inter-tie shall be located near the tank, subject to approval of the City.

- a. Construction and Cost Responsibility: Elliott
- b. Credits/Reimbursements: None anticipated.

17. Reservoir Grading (3.9.2.C.vi)

Rough grade Parcel 43 (tank site) to a base elevation of 420 feet above mean sea level or as otherwise determined by City prior to grading.

- a. Construction and Cost Responsibility: Elliott (est. \$130,000). Site to be graded in connection with Elliott's construction of the 24" water line to the site.
- b. Credits/Reimbursements:
  - i. Reimbursement from city's general water fund for rough grading shall be paid entirely to Elliott.

18. Booster Pump Station (3.9.2.C.vii)

Pressure Zone 3 booster pump station to be located near the City's existing Pressure Zone 1 water reservoir and planned 10 million gallon reservoir.

- a. Construction Responsibility. Elliott (est. \$700,000)
- b. Cost Sharing: Based on relative Zone 3 benefit, costs allocated 80% to Elliott and 20% to Olympus.
- c. Credits/Reimbursements:
  - i. Credits against the PCWA connection fee, subject to agreement therewith, shall be spread over the Zone 3 portion of the Plan Area (80% to Elliott and 20% to Olympus, based on relative Zone 3 benefit). No reimbursement or credit will be due from or given by City.

19. 20" Zone 3 Water Lines 3.9.2.C.viii and ix)

Twenty-inch (20") water line to be located within the right-of-way for Sierra College Boulevard from the existing PCWA water line in Sierra College to Stoneridge Drive; and

Twenty-inch (20") water supply line through the Highlands Project in the City of Rocklin to the planned 10 million gallon reservoir, if not previously constructed with the development of such project.

- a. Construction and Cost Responsibility: Elliott
- b. Credits/Reimbursements: None anticipated.

20. 16" Water Line - Stoneridge Drive (3.9.2.C.x)

Sixteen-inch (16") water line to be located within Stoneridge Drive from the intersection of Stoneridge Drive and Sierra College Boulevard to the southeast boundary of Parcel 29.

- a. Construction Responsibility. Elliott (est. \$640,000)

b. Cost Sharing: Based on relative Zone 3 benefit, costs allocated 80% to Elliott and 20% to Olympus.

c. Credits/Reimbursements: None anticipated.

21. 12" Zone 3 Water Lines 3.9.2.C.xi and xii)

Twelve-inch (12") water line to be located within Collector A, from the intersection of Stoneridge Drive to the south boundary of Parcel 40; and

Twelve-inch (12") water line along the northern boundary of the Plan Area from the Pressure Zone 3 booster pump station to the existing PCWA water line in Sierra College.

a. Construction and Cost Responsibility: Elliott

b. Credits/Reimbursements: None anticipated.

D. Phase 2A Electric

22. Leadhill Joint Trench (3.9.2.D.i)

Extension of electric facilities to be located within joint trench along Rocky Ridge Drive from City's Hardrock Substation to Roseville Parkway.

a. Construction Responsibility. Elliott (est. \$500,000), anticipated as a payment to cause such construction by City Electric Department

b. Cost Sharing: Allocated 50% to Elliott and 50% to Olympus

c. Credits/Reimbursements: None anticipated.

23. Extension of Temporary Electric Lines (3.9.2.D.ii and iii)

Extension of two (2) temporary electric lines from the intersection of Rocky Ridge Drive and Roseville Parkway, one to be located along Roseville Parkway on temporary poles to the intersection of Roseville Parkway and Stoneridge Drive and the other to be located on such temporary poles from the intersection of Rocky Ridge Drive and Roseville Parkway to Collector A; and

Extension of temporary electric facilities to be located within the right-of-way for Collector A from the intersection of Roseville Parkway and Collector A to the southern boundary of Parcel 40.

a. Construction Responsibility. Elliott (est. \$150,000), anticipated as a payment to cause such construction by City Electric Department

b. Cost Sharing: Allocated \$22,700 to Elliott and \$127,300 to Olympus

c. Credits/Reimbursements: None anticipated.

24. Joint Trench and Street Lights (3.9.2.D.iv) - Landowner who is responsible for applicable roadway will install with such road construction; no credit or reimbursement anticipated.

E. Phase 2A Bike Trails

25. False Ravine Bike Trail (3.9.2.E.i)

Pavement of the existing maintenance road through False Ravine from the existing Miner's Ravine trail to the Roseville/Rocklin border, to bike trail standards in accordance with the deferred improvement agreement related thereto.

- a. Construction Responsibility: Elliott (est. \$120,000)
- b. Cost Sharing: Based on underlying sewer line benefit, costs allocated 75% to Elliott (\$90,000) and 25% to Olympus (\$30,000)
- c. Credits/Reimbursements: None anticipated.

26. Extension from False Ravine (3.9.2.E.ii)

Extension of the connection from False Ravine at the northern end of the Plan Area to Park Parcel 45.

- a. Construction and Cost Responsibility: Elliott (est. \$38,000)
- b. Credits/Reimbursements:
  - i. Reimbursement from neighborhood park fees for bike trail improvement

27. Extension from Miner's Ravine (3.9.2.E.iii)

Connection of the existing Miner's Ravine bike trail to Stoneridge Drive through Parcel 8.

- a. Construction and Cost Responsibility: Olympus (est \$15,000)
- b. Credits/Reimbursements:
  - i. Reimbursement from neighborhood park fees for bike trail improvement

28. Parcel Specific Links to False Ravine

Connection of Parcel 19 to the False Ravine trail, to be designed and constructed as part of the subdivision improvements for Parcel 19.

- a. Construction and Cost Responsibility: Developer of Parcel 19
- b. Credits/Reimbursements: None anticipated

F. Phase 2A Miscellaneous Improvements

29. Fire Station Grading (3.9.2.F.i)

Rough grade Parcels 8, 14 and 15.

- a. Construction and Cost Responsibility: Olympus (est. \$120,000)

b. Credits/Reimbursements:

- i. Cost of rough grading Parcel 8 to be paid by City upon completion

30. Parcel 21 Improvements (3.9.2.F.iii)

Wetlands permitting and mitigation for Parcel 21, roadway frontage improvements to Parcel 21, sidewalk on the south side of roadway, utilities and rough grading for Parcel 21.

- a. Construction and Cost Responsibility: Olympus

- b. Credits/Reimbursements: None anticipated

31. Fencing for Parcel 44 (3.9.2.F.ii)

Post and cable fencing around the perimeter of Parcel 44.

- a. Construction and Cost Responsibility: Elliott

- b. Credits/Reimbursements: None anticipated

32. Payment for Miner's Ravine Bike Trail Reconstruction (3.2.4)

When required under Development Agreement, Plan Area landowners to pay for portion of Miner's Ravine bike trail reconstruction, up to a total of \$250,000.

- a. Payment Responsibility: Elliott and Olympus to each pay 50% of the Plan Area's reconstruction share, up to, but not in excess of, \$125,000 each

- b. Cost Sharing: Allocated 50% to Elliott and 50% to Olympus

- c. Credits/Reimbursements: None anticipated.

33. Parcel 18 Park Improvements.

Park facilities to be constructed and improved according to a plan to be prepared by landowner and approved by City.

- a. Construction and Cost Responsibility Olympus (est. \$421,347)

- i. Option to either design and construct these park improvements, or pay a lump sum therefor, to be determined on or before issuance of 1st building permit in Parcel 20, with payment due or construction plans submitted, as applicable, by the 100th building permit in Parcel 20 and commencement of construction, if applicable, by the 175th building permit in Parcel 20.

- b. Credits/Reimbursements

- i. Full Credit against neighborhood park fee, from and after payment of the park fee for the first 100 building permits within Parcel 20, for all subsequent units within Parcel 20.

34. Parcel 45 Park Improvements.

Park facilities to be constructed and improved according to a plan to be prepared by landowner and approved by City.

- a. Construction and Cost Responsibility Elliott (est. \$442,589)
  - i. Completed plans for design of park facilities to be submitted prior to issuance of 100th cumulative building permit for Parcels 41, 42 and 46
  - ii. Construction of park facilities to be commenced prior to issuance of 175th cumulative building permit for Parcels 41, 42 and 46
- b. Credits/Reimbursements
  - i. Credits for improvements have been incorporated into Elliott's neighborhood park fee.

35. Parcel 48 Park Improvements.

Park facilities to be constructed and improved according to a plan to be prepared by landowner and approved by City.

- a. Construction and Cost Responsibility Elliott (est. \$306,246)
  - i. Completed plans for design of park facilities to be submitted prior to issuance of 75th cumulative building permit for Parcels 47 and 49
  - ii. Construction of park facilities to be commenced prior to issuance of 150th cumulative building permit for Parcels 47 and 49
- b. Credits/Reimbursements
  - i. Credits for improvements have been incorporated into Elliott's neighborhood park fee.

III. Phase 2B Improvements (Section 3.9.3)

A. Phase 2B Roads

36. Roseville Parkway (3.9.3.A.i)

Full street section of Roseville Parkway (six lanes), including frontage improvements on both sides of Roseville Parkway, landscaped median, all in-street utilities and ancillary storm drainage improvements, sidewalk and landscaping adjacent to open space, from Stoneridge Drive to Rocky Ridge Drive, inclusive of Miner's Ravine and False Ravine Bridges and bike trail undercrossings.

- a. Construction Responsibility: Olympus, subject to reimbursement by Elliott for its applicable share of the costs of design and construction.
- b. Cost Sharing: Median curb, center four lanes (48') of pavement and bridges are allocated 50/50 to Elliott and Olympus; excavation, median landscaping, drainage, sewer and streetlights are allocated three-tenths (.3) to Elliott and seven-tenths (.7) to Olympus; and joint trench, frontage curb and frontage lanes

(32) of pavement are allocated 100% to Olympus (overall allocation approximately \$3,964,500 to Olympus and \$3,084,870 to Elliott)

c. Credits/Reimbursements:

- i. Reimbursement from Traffic Mitigation Fee ("TMF") for center lanes and median curb (est. \$5,923,000) to be paid 50% to Elliott and 50% to Olympus.
- ii. Reimbursement by City for the cost of the frontage improvements along Parcel 15 of the Northeast Roseville Specific Plan (est. \$100,000), to be collected by City upon development thereof, shall be paid entirely to Olympus.

37. Collector Street A (3.9.3.A.ii)

Full street section, including frontage improvements, and all in-street utilities and ancillary storm drainage improvements, from Parcel 40 to intersection with Roseville Parkway.

a. Construction Responsibility.

- i. Elliott: All Collector A improvements from Parcel 40 to Parcel 36, including school site frontage improvements (est. \$410,000). Construction of school site frontage may be accelerated in advance of Phase 2B upon request of School District, in accordance with school mitigation agreement
- ii. Olympus: All Collector A improvements from Parcel 36 to Roseville Parkway (est. \$1,142,000)

b. Cost Sharing: Each landowner solely responsible for cost of portion of Collector A to be constructed thereby

c. Credits/Reimbursements:

- i. No credits or reimbursements anticipated from the City. School District to reimburse Elliott for cost of frontage improvements (est. \$205,000), in accordance with school mitigation agreement.

38. Signals - Roseville Parkway/Collector A; Roseville Parkway/Rocky Ridge (3.9.3.A.iii)

Signal conduit, poles, signal lights, loops and appurtenances for new signal at Roseville Parkway and Collector A (est. \$150,000), balance of signal improvements, including poles and signal lights, at intersection of Roseville Parkway and Stoneridge Drive (est. \$80,000) and construction of balance of signal improvements at Roseville Parkway and Rocky Ridge Drive (est. \$80,000).

a. Construction Responsibility. Olympus (est. \$310,000)

b. Cost Sharing: Costs are allocated 50/50 between Elliott (\$155,000) and Olympus (\$155,000)

c. Credits/Reimbursements:

- i. Credits against the TMF for signal improvements will be spread over the entire Plan Area.

B. Phase 2B Sewer

39. Miner's Ravine Sewer Line (3.9.3.B.i and ii)

Eight-inch (8") sewer line to be located within Miner's Ravine from the existing 21" sewer line to approximately the southern boundary of Parcel 59

Six-inch (6") sewer line to be located within Miner's Ravine, from approximately the southern boundary of Parcel 59 to the southern boundary of Parcel 49.

- a. Construction Responsibility. Elliott (est. \$746,000)
- b. Cost Sharing: Based on relative benefit, costs allocated 85.4% to Elliott (\$637,000) and 14.6% to Olympus (\$109,000)
- c. Credits/Reimbursements: None anticipated

40. 6" Sewer Line Within Collector A to Roseville Parkway (3.9.3.B.iii)

Six-inch (6") sewer line to be located within Collector A and Roseville Parkway, beginning from a point approximately 600 feet east of the intersection of Roseville Parkway and Collector A to the False Ravine sewer line crossing at Roseville Parkway (cost included within costs for Collector A and Roseville Parkway).

- a. Construction and Cost Responsibility: Olympus
- b. Credits/Reimbursements: None anticipated.

C. Phase 2B Water

41. 48" Water Line Within Roseville Parkway (3.9.3.C.i) - Addressed by Item 13 above.

42. 16" Water Line Within Roseville Parkway (3.9.3.C.ii)

Sixteen-inch (16") water line to be located within Roseville Parkway from Stoneridge Drive to Rocky Ridge Drive. Best efforts to be used, subject to applicable *force majeure*, to complete such line by Summer 1999.

- a. Construction Responsibility. Olympus (est \$360,000)
- b. Cost Sharing: Based on relative Zone 2 benefit, costs allocated 35% to Elliott (\$126,000) and 65% to Olympus (\$234,000)
- c. Credits/Reimbursements: None anticipated.

43. 12" Zone 2 Water Line in Collector A (3.9.3.C.iii)

Twelve-inch (12") water line to be located within Collector A from southern boundary of Parcel 40 to Roseville Parkway (costs included within cost of Collector A)

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a. Construction Responsibility.

- i. **Elliott:** Portion of line from Parcel 40 to Parcel 36.
- ii. **Olympus:** Portion of line from Parcel 36 to Roseville Parkway

b. Cost Sharing: Each landowner solely responsible for cost of portion of water line to be constructed thereby

c. Credits/Reimbursements: None anticipated

44. 12" Zone 2 Water Line in Parcel 33 (3.9.3.C.iv)

Twelve-inch (12") water line to be looped within and serve Parcel 33, to be constructed with the subdivision improvements for such Parcel.

a. Construction and Cost Responsibility: Developer of Parcel 33

b. Credits/Reimbursements: None anticipated.

45. 12" Zone 3 Water Line in Collector A and Parcels 34, 36, 37 and 40 (3.9.3.C.v)

Twelve-inch (12") water line to be located within Collector A from southern boundary of Parcel 40 to southern boundary of Parcel 34, with a loop back through Parcels 34, 36, 37 and 40 to 16" Pressure Zone 3 water line constructed in Stoneridge Drive as part of Phase 2A, to be constructed with the subdivision improvements for such Parcels.

a. Construction and Cost Responsibility:

- i. **Elliott:** Portion of line from Parcel 40 to Parcel 36.
- ii. **Olympus:** Portion of line from Parcel 36 to southern boundary of Parcel 34
- iii. **Developer of Parcels 34, 36, 37 and 40:** Portion of loop to be installed with subdivision improvements

b. Credits/Reimbursements: None anticipated.

46. 16" Zone 3 Water Line Through Parcels 30 and 31 (3.9.3.C.vi)

Sixteen-inch (16") water line to be located through Parcels 30 and 31 from the new Pressure Zone 3 Booster pump station to Stoneridge Drive to connect with the Pressure Zone 3 16" water line.

a. Construction and Cost Responsibility: Elliott

b. Credits/Reimbursements: None anticipated.

D. Phase 2B Electric

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47. Joint Trench and Street Lights (3.9.3.D.i) - Landowner who is responsible for applicable roadway will install with such road construction; no credit or reimbursement anticipated.

*E. Phase 2B Bike Trails*

48. Extension from False Ravine (3.9.3.E.i)

Extension of the connection from False Ravine to Park Parcel 37.

- a. Construction and Cost Responsibility: Olympus (est. \$28,000)
- b. Credits/Reimbursements:
- i. Reimbursement from neighborhood park fees for bike trail improvement

49. Extension from Miner's Ravine (3.9.3.E.ii)

Extension of the existing Miner's Ravine bike trail through Parcels 5 and 50, past Parcel 59 to Collector A.

- a. Construction and Cost Responsibility: Elliott (est. \$28,000)
- b. Credits/Reimbursements:
- i. Reimbursement from neighborhood park fees for bike trail improvement

50. Parcel Specific Link to False Ravine

Connection of Parcel 33 to the False Ravine trail, to be designed and constructed as part of the subdivision improvements for Parcel 33.

- a. Construction and Cost Responsibility: Developer of Parcel 33
- b. Credits/Reimbursements: None anticipated

*F. Phase 2B Miscellaneous Improvements*

51. Park Parcel 37.

Park frontage improvements. City to construct balance of park improvements (est. \$883,625).

- a. Construction and Cost Responsibility: Elliott (est. \$106,050 for frontage)
- b. Credits/Reimbursements:
- i. Reimbursement from neighborhood park fees for park frontage improvement

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**IV. Phase 3 Improvements (Section 3.9.4)**

**A. *Phase 3 Roads***

**52. Scarborough Drive (3.9.4.A.i)**

Full street section (two lanes), including frontage improvements on both sides of Scarborough Drive and all in-street utilities and ancillary storm drainage improvements from intersection with Stoneridge Drive to connection with Scarborough Drive in Rocklin.

- a. Construction and Cost Responsibility: Elliott (est. \$860,000)
- b. Credits/Reimbursements:
  - i. Reimbursement from city-wide park fees for the park frontage cost (est. \$150,000) will be paid entirely to Elliott, subject to agreement with the City.

**53. Access to Parcel 24 (3.9.4.A.ii)**

Road access to Parcel 24, along the western boundary of Parcel 23, the design and location of which shall be approved by the City.

- a. Construction and Cost Responsibility: Developer of Parcel 24
- b. Credits/Reimbursements: None anticipated

**B. *Phase 3 Sewer***

**54. Sewer Lift Station (3.9.4.B.i)**

Sewer lift station on Parcel 24 and force main through Parcel 23 to serve Parcels 24, 17 and 27.

- a. Construction Responsibility: Elliott (est. \$160,000)
- b. Cost Sharing: Based on relative benefit, costs allocated 29% to Developer of Parcel 17 (\$46,400), 29% to Developer of Parcel 24 (\$46,400) and 42% to Developer of Parcel 27 (\$67,200).
- c. Credits/Reimbursements: None anticipated from City.

**C. *Phase 3 Water***

**55. 12" Zone 2 Water Line in Scarborough Drive (3.9.4.C.i)**

Twelve-inch (12") water line to be located within Scarborough Drive from Stoneridge Drive to planned 10 million gallon reservoir and pressure reducing station within Scarborough Drive approximately at the northern boundary of Parcel 29.

- a. Construction and Cost Responsibility. Elliott
- b. Credits/Reimbursements: None anticipated

56. 12" Zone 2 Water Line in Phase 3 (3.9.4.C.ii)

Twelve-inch (12") water line from 12" water line in Scarborough Drive through Parcels 28, 27, 25, 24 and 23 to 24" water line in Stoneridge Drive, to be constructed with the subdivision improvements for such Parcels. Stubs to be provided to allow loop to be constructed within Parcel 17.

- a. Construction Responsibility.
  - i. **Elliott:** Portion of line from Scarborough Drive through Parcels 28, 27 and 25.
  - ii. **Olympus:** Portion of line from Stoneridge Drive through Parcels 23 and 24.
- b. Cost Sharing: Each landowner solely responsible for cost of portion of water line to be constructed thereby
- c. Credits/Reimbursements: None anticipated

D. *Phase 3 Electric*

57. Joint Trench and Street Lights (3.9.4.D.i) - Elliott to install with applicable roadway improvements; no credit or reimbursement anticipated.

E. *Phase 3 Bike Trails*

58. Extension from False Ravine and Trail Within Parcel 25 (3.9.4.E.i and ii)

Extension of the connection from False Ravine to Park Parcel 29 (est. \$15,000)

Construction of the new bike trail through Parcel 25 from Stoneridge Drive to the northern boundary of Parcel 25, with access into Parcel 27 near the northwest corner of such Parcel (est. \$70,000)

- a. Construction and Cost Responsibility: Elliott
- b. Credits/Reimbursements:
  - i. Reimbursement from neighborhood park fees for bike trail improvement

59. Parcel Specific Link to False Ravine

Connection of Parcel 30 to the False Ravine trail, to be designed and constructed as part of the subdivision improvements for Parcel 30.

- a. Construction and Cost Responsibility: Developer of Parcel 30
- b. Credits/Reimbursements: None anticipated

F. *Phase 3 Miscellaneous Improvements*

60. Park Parcel 29.

Additional park frontage improvements along eastern boundary of Parcel 29 (est. \$50,000) and demolition of the existing reservoir, rough grading of site and installation of water conveyance facilities from the existing Boardman Canal (est. \$300,000). City to construct balance of park improvements (est. \$1,741,168).

- a. Construction and Cost Responsibility: Elliott (est. \$350,000 for additional frontage, demolition, rough grading and water conveyance facilities)
- b. Credits/Reimbursements:
  - i. Reimbursement from city-wide park fees for improvements installed by Elliott, subject to agreement with the City.

V. Phase 4 Improvements (Section 3.9.5)

A. *Phase 4 Roads*

61. Signal - Sierra College/Collector B (3.9.5.A.i)

Signal conduit, poles, signal lights, loops and appurtenances at intersection of Sierra College and Collector B.

- a. Construction Responsibility. Elliott (est. \$150,000)
- b. Cost Sharing: Costs are allocated 50/50 between Elliott (\$75,000) and Olympus (\$75,000)
- c. Credits/Reimbursements:
  - i. Credits against the TMF for signal improvements will be spread over the entire Plan Area

62. Sierra College (3.9.5.A.ii)

Street section as described in the Specific Plan and in accordance with applicable City or County standards, pursuant to Section 3.8.7 of the Development Agreement, including in either case, sidewalk, landscaping, streetlights or pedestrian lighting and utilities on the west side of the right-of-way in accordance with City standards. A ten foot (10') sidewalk shall be required adjacent to Parcels 51, 60 and 61 and a portion of Parcel 50. No landscaping shall be required adjacent to Parcels 60 and 61.

- a. Construction and Cost Responsibility: Elliott (\$1,391,000)
- b. Credits/Reimbursements: None anticipated, provided a portion thereof may be creditable if Sierra College becomes a city-owned roadway.

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63. Collector B (3.9.5.A.iii)

Full street section, frontage improvements on both sides of Collector B and all in-street utilities and ancillary storm drainage improvements, from Sierra College Boulevard to west boundary of Parcel 54 and internal subdivision street access through Parcel 57 to Parcel 58, subject to City approval.

- a. Construction and Cost Responsibility: Elliott (\$703,000)
- b. Credits/Reimbursements: None anticipated

B. Phase 4 Sewer

64. 8" Sewer Line (3.9.5.B.i)

Eight-inch (8") sewer line within Collector B, through Parcel 57, Parcel 58 and Miner's Ravine, to the existing sewer line in Parcel 3.

- a. Construction Responsibility: Elliott
- b. Cost Sharing: Elliott solely responsible for cost of line within Collector B and through Parcel 57 and Olympus solely responsible for cost of line through Parcel 58. Costs for line through ravine are allocated based on relative benefit, 75% to Elliott (est. \$56,100) and 25% to Olympus (est. \$18,700)
- c. Credits/Reimbursements: None anticipated

65. Pump Station and Force Main (3.9.5.B.ii)

Pump station near the southeast corner of Parcel 51 and force main to the 8" sewer line in Collector B.

- a. Construction and Cost Responsibility: Elliott (est. \$160,000)
- b. Credits/Reimbursements: None anticipated

C. Phase 4 Water

66. 12" Zone 2 Water Line in Sierra College and Zone 3 Water Line in Parcel 49 (3.9.5.C.i and iii)

Twelve-inch (12") water line in Sierra College Boulevard from Olympus Drive to Collector B.

Twelve-inch (12") water line from Stoneridge Drive near the northwest corner of Parcel 49 to Sierra College near the southeast corner of Parcel 49 to create a loop through Parcel 49, to be constructed with the subdivision improvements for such Parcel.

- a. Construction and Cost Responsibility: Elliott
- b. Credits/Reimbursements: None anticipated

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67. 12" Zone 2 Water Line in Collector B to Phase 1 (3.9.5.C.ii)

Twelve-inch (12") water line within Collector B with loop through Parcels 57 and 58 to Phase 1.

- a. Construction and Cost Responsibility:
  - i. **Elliott:** Portion of line in Collector B and through Parcel 57.
  - ii. **Olympus:** Portion of line from Parcel 57, through Parcel 58 to Phase 1
- b. Credits/Reimbursements: None anticipated.

D. *Phase 4 Electric*

68. Joint Trench and Street Lights (3.9.4.D.i) - Elliott to install with applicable roadway improvements; no credit or reimbursement anticipated.

E. *Phase 4 Bike Trails*

69. Connection from Parcel 58 to Parcel 3 (3.9.5.E.i)

Connection of Parcel 58 to Parcel 3, through Parcel 4, which connection shall also provide emergency access to Phase 4

- a. Construction and Cost Responsibility: Olympus (est. \$16,500)
- b. Credits/Reimbursements:
  - i. Reimbursement from neighborhood park fees for bike trail improvement

70. Extension from Miner's Ravine (3.9.5.E.ii)

Extension of the Miner's Ravine Bike Trail from its point of termination in Phase 2B through Parcel 50 to Sierra College Boulevard parallel to Parcel 61 and to Park Parcel 48 parallel to Parcel 49, and construction of the ten foot (10') sidewalk along the west side of Sierra College Boulevard from the northeast corner of Parcel 61 to Collector B (connecting to the Parcel 50 trail)

- a. Construction and Cost Responsibility: Elliott (est. \$54,000)
- b. Credits/Reimbursements:
  - i. Reimbursement from neighborhood park fees for bike trail improvement

71. Parcel Specific Link to Miner's Ravine

Connection of Parcel 49 to the Miner's Ravine trail, to be designed and constructed as part of the subdivision improvements for Parcel 49.

- a. Construction and Cost Responsibility: Developer of Parcel 49
- b. Credits/Reimbursements: None anticipated

E. Miscellaneous Phase 4 Improvements

72. Parcel 56 Park Improvements.

Park facilities to be constructed and improved according to a plan to be prepared by landowner and approved by City.

- a. Construction and Cost Responsibility Elliott (est. \$383,180)
  - i. Completed plans for design of park facilities to be submitted prior to issuance of 75th cumulative building permit for Parcels 51, 52, 54, 55 and 57
  - ii. Construction of park facilities to be commenced prior to issuance of 175th cumulative building permit for Parcels 51, 52, 54, 55 and 57
- b. Credits/Reimbursements
  - i. Credits for improvements have been incorporated into Elliott's neighborhood park fee.

VI. Miscellaneous Obligations Independent of Phasing

73. Payment for Miner's Ravine Detention Basin (3.5.5)

If and when required, Elliott and Olympus shall each pay up to \$500,000 each, less the applicable amount of drainage fees then paid through development of each landowner's property, for advance funding of the Miner's Ravine Detention Basin. Credits against the City's drainage fee shall be provided for any such advance funding, spread over the each landowner's remaining undeveloped property within the Plan Area.

74. Miscellaneous Financing Obligations

The following financing obligations shall be shared equally by Elliott and Olympus, except where otherwise noted. References within parenthesis refer to corresponding sections in Development Agreement:

- Annexation Costs (1.6) - paid solely by Elliott
- Drainage Master Plan (3.5.1) - shared equally
- Fee Updates (3.8.8) - shared equally
- Wildland Fire Plan (3.10.3) - shared equally
- Permitting/Filling of Wetlands (3.11) - Elliott and Olympus separately responsible for their respective costs of permitting and filling any wetlands on the Parcels within their properties to be dedicated to the City or other agency
- Formation of Services District (3.17) - shared equally

ORDINANCE NO. 3200

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
APPROVING A DEVELOPMENT AGREEMENT FOR  
THE STONERIDGE SPECIFIC PLAN AREA  
(ELLIOTT HOMES, INC.)  
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 Elliot Homes, Inc., 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 Elliott Homes, Inc., is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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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.

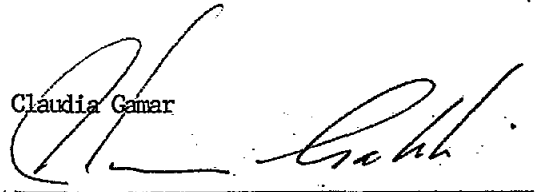
SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within 14 days after it is adopted in a newspaper of general circulation in the City, or shall within 14 days after its adoption cause this ordinance to be posted in full in at least three public 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 Rocucci, Claudia Camar



MAYOR PRO TEMPORE

ATTEST:

  
\_\_\_\_\_  
City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:  
\_\_\_\_\_  
City Clerk of the City of Roseville, California  
DEPUTY CLERK

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