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City of Roseville

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Roseville, CA 95678

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DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BAYBROOK LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

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CITY ATTORNEY
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

4/28/10

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE
AND BAYBROOK LIMITED PARTNERSHIP
RELATIVE TO THE
SIERRA VISTA SPECIFIC PLAN

May 19, 2010

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE
AND BAYBROOK LIMITED PARTNERSHIP
RELATIVE TO THE
SIERRA VISTA SPECIFIC PLAN**

This Development Agreement (the "Agreement") is entered into this 19th day of May, 2010, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and BAYBROOK LIMITED PARTNERSHIP, a Delaware limited partnership ("Landowner") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of the State of California.

RECITALS

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

B. Property. The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 79.8± acres as described in Exhibit "A" and shown on Exhibit "B" (hereinafter the "Property"), attached hereto, which constitutes a portion of the larger area comprising 1,626.6± acres commonly referred to the Sierra Vista Specific Plan area ("Specific Plan", "SVSP" or "Plan Area" or the "Project"), which Project is also a portion of a larger area comprising a total of 2,064.1± acres commonly referred to as the annexation area ("Annexation Area") that includes 437.5± acres designated as Urban Reserve. The Plan Area and Annexation Area are shown in Exhibit "C" attached hereto. Landowner owns the Property and represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

C. Cooperation in Development. Landowner has cooperated with Westpark Federico, LLC, Mourier Investments, LLC, DF Properties, Inc., Baseline P&R, LLC, and The Cyril G. Barbaccia Trust (collectively, "Participating Owners"), the other property owners within the SVSP, in the planning and design of the land uses within the SVSP. The properties of the Participating Owners as of the date of this Agreement set forth above are shown in Exhibit "D" attached hereto. Landowner and Participating Owners shall cooperate and coordinate with one another on the timely construction of shared infrastructure within the SVSP in order to facilitate its timely development.

D. Hearings. On April 22, 2010, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

E. Environmental Impact Report. On May 5, 2010, the City Council, in Resolution No. 10-160, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse # 2008032115) for the Specific Plan. Mitigation measures were suggested in the EIR and are incorporated 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.

F. Entitlements. Following consideration and certification of the aforementioned EIR and of CEQA related findings, the City Council on May 5, 2010 adopted a Statement of Overriding Considerations with respect to and approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

- 1) Sphere of Influence Amendment for 373 acres outside the existing sphere of influence;
- 2) The EIR, as certified by Resolution No. 10-160 and the Mitigation Monitoring and Reporting Program ("MMRP"), adopted therewith;
- 3) The Roseville General Plan, as amended by Resolution No. 10-161 ;
- 4) The Sierra Vista Specific Plan and Design Guidelines, as adopted on May 5, 2010 by Resolution No. 10-162 ;
- 5) The Pre-zoning of the Property pursuant to Ordinance No. 4828 dated May 19 2010;
- 6) Zoning Ordinance Amendment to modify Residential Small Lot Development Standards pursuant to Ordinance No. 4829 , dated May 19 , 2010;
- 7) This Development Agreement, as adopted by Ordinance No. 4832 , dated May 19 , 2010 (the "Adopting Ordinance"); and
- 8) Annexation of 2064.1 acres in SVSP, 437.5 acres in urban reserve (Richland/Chan).

The approvals described in paragraphs 1 through 7, inclusive, are referred to herein collectively as the "Entitlements." No other action or approval by City shall be deemed an "Entitlement," provided, however, that subsequent actions or approvals by City for development of the Property, including, but not limited to, large lot and small lot tentative subdivision maps, major project permits, conditional use permits and design review permits (the "Subsequent Entitlements"), shall be deemed included as part of the Entitlements upon City action or approval thereof. The inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the City's discretion to impose time limits within which such Subsequent Entitlements must be implemented.

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

H. 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.

I. 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.

J. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the City from the development of the Property, and City agrees to provide such public facilities and services, according to the terms of this Agreement, to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. Landowner will provide as a part of such development a diverse mix of housing meeting a wide range of housing needs for the City, public facilities such as open space, recreational amenities, commercial centers, professional offices, and other services and amenities that are of benefit to the entire City. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide the facilities and services necessary for development of the Property, Landowner would

not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

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

L. Annexation. The Property is currently located adjacent to the City within the unincorporated County of Placer. City intends to annex the Property. The Entitlements granted herein to Landowner applicable to the Property, and the ability to proceed with development of the Property pursuant to the Entitlements, will be contingent upon the annexation of the Property into the City.

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

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

1.2 Binding Covenants. Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to Baybrook Limited Partnership and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner.

1.3 Term.

1.3.1 Commencement Expiration. The term of this Agreement shall commence upon the Placer County Local Agency Formation Commission ("LAFCO") taking final action approving the annexation of the Property to City (the "Effective Date"). The Agreement shall be recorded against the Property within ten (10) days after City enters into the Agreement, as required by California Government Code Section 65868.5. Provided, however, the terms and conditions of this Agreement shall not be binding upon the Property, nor shall Landowner have any development rights or improvement or payment obligations, with the exception of costs incurred by City in

the processing of the Entitlements, with respect to any portion of the Property as contemplated by the Entitlements and this Agreement, until LAFCO takes final action approving such annexation.

If the annexation of the Property does not occur within twenty-four (24) months after recordation of the Agreement against the Property as provided herein, then either party may, at any time elect to terminate this Agreement by giving written notice of such termination to the other party, in which case the rights and obligations of the parties hereunder shall terminate and be of no further force or effect, and the parties shall cooperate to record such documents as are reasonably required to remove the Agreement from record title to the Property. Notwithstanding any of the foregoing, only those parties in title may terminate the Agreement. As set forth in the Recitals above, the City's agreement to approve development of the Property (including the zoning of the Property and the annexation of the Property to the City) is being made in consideration of Landowner's covenants under this Agreement. In the event of any such termination prior to recordation of this Agreement, Landowner acknowledges that the Entitlements shall no longer be vested by this Agreement and that the City shall not be required to approve any development of the Property, unless and until an effective development agreement is entered into with the City for the Property.

Upon the annexation of the Property, the term of this Agreement shall extend for a period of thirty (30) years after the date of such annexation, 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.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that; (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Public Services CFD required by Section 3.19 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this Section 1.3.2 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

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

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

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of City and Landowner (and/or any successor owner of any portion of the physical area to which the benefit or burden of the amendment would apply), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects less than the entirety of the Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective or to be subject to this Agreement.

For purposes of this Section, minor modifications shall mean any modification to the Project that does not relate to (i) the term of this Agreement, (ii) permitted uses of

the Project, (iii) density or intensity of use, except as allowed pursuant to Section 2.3 of this Agreement, (iv) provisions for the reservation or dedication of land, (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, or (vi) monetary contributions by Landowner, and may be processed under CEQA as exempt from CEQA, or with the preparation of a Negative Declaration or Mitigated Negative Declaration.

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

1.6 Annexation. The ability to proceed with development of the Property pursuant to the Entitlements shall be contingent upon the annexation of the Property into the City. Pending such annexation, Landowner, at its own risk, may process tentative parcel maps and tentative subdivision maps, design review permits, Major Project Permits (Stage 1), and improvement or construction plans for improvements and City may conditionally approve such tentative maps, design review permits, Major Project Permits (Stage 1) 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 Property to the City. Prior to annexation of the Property to the City, Landowner may, subject to City's review and approval, seek a grading permit from Placer County for purposes of effectuating other agency permits or approvals on the Property or in the Specific Plan as provided in Sections 2.7.1 and 2.7.2 below, and City shall cooperate in Landowner's efforts to obtain any such grading permit.

City shall use its best efforts and due diligence to initiate such annexation process, obtain the necessary approvals and consummate the annexation of the 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 as and when the City provides an invoice(s) for costs incurred by City therefore. Prior to initiation of the annexation process with LAFCO, City shall provide Participating Owners, including Landowner, with a written estimate of anticipated costs of such annexation process. Should actual costs of such annexation process exceed the estimated cost, City shall provide the Participating Owners, including Landowner,

written notice at the time such actual costs exceed estimated costs, and shall provide a written estimate of the revised anticipated costs.

1.7 Pro Rata Share/Fair Share — Defined. Except as specifically provided otherwise in this Agreement, as used in this Agreement, the terms pro-rata share or fair share shall mean a share of the total cost of a facility or facilities based on a dwelling unit equivalent calculation using the total units within the SVSP as the numerator and the total number of unbuilt and entitled units in the Annexation Area, as the case may be, as specified in this Agreement, as the denominator.

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

2.1 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to the Property shall be those set forth in the Entitlements.

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

Low Density Residential	62 units on 12.4 Net Acres;
Community Commercial/Commercial	
Mixed Use	5.2 Net Acres;
Park	39.9 Net Acres;
Open Space	17.9 Net Acres;
Other Public	0.3 Net Acres;
Right of Way	4.1 Net Acres.

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

forth in the Entitlements, and as more fully set forth in Section 2.4.1 below.

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

2.4 Rules, Regulations and Official Policies.

2.4.1 Inconsistency. Except as prohibited by Government Code Section 65869.5 or other applicable state or federal law, to the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the land use designations or permitted or conditionally permitted uses on the Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation and dedication of land or other conditions of approval or terms under the Entitlements as defined herein and as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the land use designations or permitted or conditionally permitted uses on the Property, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation or dedication of land or other terms or conditions under the Entitlements or under any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable to the development of the Property, except as limited by Section 2.5.2 of this Agreement.

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

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

this Agreement, City and Landowner shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

2.4.4 Authority of City. This section shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the date that City executes this Agreement.

2.5 City Fees, Taxes and Assessments.

2.5.1 Processing Fees and Charges. Landowner shall pay those processing, inspection and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

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

2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Participating

Owners of affordable housing elsewhere within the Specific Plan, ten percent (10%) of the total residential units which are actually constructed within the Specific Plan are to be developed as affordable housing.

2.7 Wetlands.

2.7.1 404 Permit. Landowner has obtained verification from the U.S. Army Corps of Engineers (the "Army Corps") of the presence of vernal pools and of wetland swales/channels on the Property. As set forth in Section 2.7.2 below, Landowner shall obtain from the Army Corps a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property. Landowner shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto, or an additional 404 Permit if required, in order to implement the Project. Such 404 Permit or Permits shall be approved, with conditions satisfactory to the City if such conditions impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements on the Property. Landowner intends to mitigate the impacts of such wetland fills through a combination of on-site preservation, off-site preservation and/or on-site and off-site creation or restoration of wetland resources.

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

2.7.2 404 Permitting Obligations. 404 Permits will be processed in generally two categories; 404 Permits for Backbone Infrastructure, including off-site public improvements, and individual Landowner 404 Permits as described in below Sections 2.7.2.1 and 2.7.2.3.

2.7.2.1 404 Permits for Backbone Infrastructure and Public Improvements. It is anticipated that separate 404 permits will need to be obtained for the purpose of fill to specific wetland resources in the Specific Plan area in conjunction with construction of Backbone Infrastructure and public improvements within and outside of the Plan Area (the "Backbone Infrastructure 404 Permits"). These "Backbone Infrastructure" improvements include, but are not limited to, arterial and collector roadways, underground utility extensions for water, sewer, recycled water, and storm drains, electric facilities, wetland creation, flood control facilities, storm water treatment devices, bikeways, sewer lift station, site work (defined as rough grading and utilities stubbed to the site) for the water tank site, the electric substation site, the fire station, and the recycle center, open space crossings, and temporary construction activity

disturbances, and include those certain segments of Backbone Infrastructure located off-site of the Plan Area, including the Urban Reserve area of the Annexation Area, and immediately south of and adjacent to Baseline Road, and the intersections of Baseline Road and Watt Avenue/Santucci Boulevard and Baseline Road and Fiddyment Road. In order to facilitate the orderly development of the Plan Area per the Phasing Plan set forth in Exhibit "I-1" and as described in Section 3.3, and to allow Participating Owners the right to enter and construct on lands identified within the Backbone Infrastructure. All those lands identified within the Backbone Infrastructure and located on a Participating Owner's property shall be dedicated as a single or group of lots ("Backbone Lands" as more fully described in Section 3.2.1 below and as shown in Exhibit "G" attached hereto) on each Final Large Lot Map, as set forth in Section 3.3.1 below.

The Backbone Infrastructure 404 Permits will each respectively relate to individual segments of Backbone Infrastructure as identified in Exhibit "H". Backbone permits shall allow for all necessary grading (including fill slopes) and staging areas required to efficiently construct the improvements. Each Participating Owner shall provide the City with copies of all Backbone Infrastructure 404 Permits. All Participating Owners, including Landowner, shall have mutual reciprocal rights of entry upon the portions of properties of other Participating Owners, i.e., the "Backbone Lands" as defined in Section 3.2.1, to implement any necessary Backbone Infrastructure 404 Permit and construct Backbone Infrastructure, subject to the provisions and requirements set forth in Section 3.2.1 below, including indemnification of the underlying Participating Owner by the constructing Participating Owner, as well as the requirement that no compensation may be required of the constructing Participating Owner by any underlying Participating Owner or Backbone Infrastructure 404 Permit holder during the term of this Agreement, provided, however, that the constructing Participating Owner is not in default under the cost sharing agreement (the "Cost Sharing Agreement") between Participating Owners.

As any Participating Owner, including Landowner, is prepared to proceed forward with construction of Backbone Infrastructure, the holder(s) of the applicable Backbone Infrastructure 404 Permits(s) for the applicable segment(s) of Backbone Infrastructure shall transfer all such applicable Backbone Infrastructure 404 Permit(s) to the constructing party, provided, however, that the constructing Participating Owner is not in default of its obligations under the Cost Sharing Agreement. The constructing Participating Owner shall accept in writing from the Backbone Infrastructure 404 Permit holder(s) such transferred Backbone Infrastructure 404 Permit(s), providing written notice to the City and the Army Corps of such transfer of 404 Permit(s). The constructing Participating Owner shall be responsible for satisfying all conditions and required mitigation in the Backbone Infrastructure 404 Permit(s) that such constructing Participating Owner needs to implement for the segments of Backbone Infrastructure that such constructing Participating Owner is

constructing.

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

2.7.2.2. Individual Landowner 404 Permits. It is anticipated that separate 404 permits will be obtained for the purpose of fill to specific wetland resources in the Plan Area in conjunction with the development of individual large lots. The development of large lots includes, but is not limited to, the construction of roadways, underground utilities, storm water treatment devices, bikeways, landscaping, and temporary construction activity disturbances. In order to facilitate the orderly development of the Plan Area, and to allow individual Participating Owners the ability to develop their private holdings, each individual Participating Owner will be responsible for making application to the Army Corps for their individual landowner 404 Permit(s) (hereinafter the "Individual Landowner 404 Permit(s)"). The administration of, amendments to, any mitigation requirements of, and all modifications or supplements thereto, of the Individual Landowner 404 Permit(s) (or an additional 404 Permit), if required, will be the responsibility of the individual Participating Owner. Such Individual Landowner 404 Permit(s) shall be approved, with conditions satisfactory to the City, if such conditions or 404 Permit(s) will impact any public uses or improvements to be conveyed pursuant to this Agreement, prior to commencement of construction of any improvements.

2.7.2.3 Preserve Area Establishment and Perpetual Monitoring Phases. It is anticipated that the 404 Permits referenced in Section 2.7.2 of this Agreement and subsequent subsections will require preservation and/or creation or restoration of wetland resources within preserve areas to be established on the Property ("Preserve Area"). City and Landowner shall cooperate with one another and with Participating Owners in the formation of a financing mechanism as provided for in Section 2.7.4, to fund the costs of monitoring and maintaining the Preserve Area in

accordance with the Backbone Infrastructure and Individual Landowner 404 Permit(s). The financing mechanism may be established to address the two separate phases of on-site Preserve monitoring: the Establishment Monitoring Phase and/or Perpetual Monitoring Phase, as described below.

The first phase, or the Establishment Monitoring Phase, would occur during the time that the Preserve property remains under ownership of Participating Owner(s) and adjacent build-out is occurring in accordance with the Specific Plan and 404 Permit(s). During the Establishment Monitoring Phase, created wetlands would be monitored for success in accordance with criteria identified in the 404 Permit(s) and all other identified Preserve improvements would be constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, bridges, utility lines, and bike trails. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit(s) and will depend in part on the ability of mitigation wetlands to meet success criteria identified in the 404 Permit(s). City and Landowner acknowledge and agree that City will take ownership of the Preserve and any Preserve referenced in this Agreement after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria and all required Preserve improvements and/or facilities have been completed to the satisfaction of the City and applicable Federal permitting agencies. Landowner shall use its commercially reasonable best efforts to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval for the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve(s) is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days the Establishment Monitoring Phase will be considered complete. Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan.

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

2.7.3 Maintenance by Landowner During the Establishment Monitoring Phase. Participating Owners, including Landowner, shall be solely responsible for

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

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

Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) on a particular Participating Owner's property located within the Plan Area will be made available to that particular Participating Owner for on-going maintenance, monitoring, and reporting for that particular Preserve Area or Areas up to and until such time as City assumes the obligation for Perpetual Monitoring for that particular Preserve Area or Areas.

2.7.4 Maintenance by City During the Perpetual Monitoring Phase. A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s). During said Perpetual Monitoring Phase, each Participating Owner, including Landowner, shall, to the extent Public Services CFD funds generated by its respective property are available to correct such below-referenced failure by a particular Participating Owner on its particular property, indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the applicable 404 Permit(s)(of the transferred Preserve), which solely arise out of or relate to any failure of Landowner to

satisfy such 404 Permit(s) and mitigation monitoring requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Preserve Area(s) will be subject to the provisions of the applicable 404 Permit(s) and the City's Open Space Preserve Overarching Management Plan and/or any special management conditions identified in the applicable 404 Permit(s).

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

2.7.5 Facilities Included in 404 Permits. Landowner shall use its best efforts to ensure that the approval of its applicable 404 Permit(s) includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s). In this regard, Landowner shall include the location of known proposed bike paths, fuel modification areas, passive recreation areas, water quality structures and drainage and flood control facilities on all maps and/or exhibits accompanying all 404 Permit(s) applications to ensure all proposed open space improvements are disclosed and considered by the Army Corps during 404 Permit processing and drafting of permit conditions. If any significant modifications are proposed which conflict in any manner with the Entitlements related thereto and to the planned location and improvement of the bike paths as a result of approval of the applicable 404 Permit(s), the revised relocation and/or improvement of such paths or other facilities shall be resubmitted to the City for review. The City shall not unreasonably deny any request to relocate any of the paths or other facilities within or outside of the Open Space Preserves and the review of such modifications shall be made in accordance with CEQA.

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

the first 404 Permit applicable to the Project.

2.8 Provision of Off-site Real Property Interests. In the event such Participating Owner(s) is unable, after exercising commercially reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the California Civil Code, to acquire the real property interests pertaining to the portion of Westbrook Boulevard that is located within the Urban Reserve and/or north of the Urban Reserve in the West Roseville Specific Plan (WRSP), provided any portion of Westbrook Boulevard in the WRSP to be so acquired shall be consistent with the alignment of Westbrook Boulevard as set forth in the WRSP ("Westbrook Boulevard Acquisition"), and is necessary for the construction of certain public improvements, and if so requested by Participating Owners and upon Participating Owners' provision of adequate security, as determined by City, for costs City may reasonably incur, City shall negotiate, using the City's approved appraisal of fair market value under California Government Code Section 7267.2, for purchase of the Westbrook Boulevard Acquisition to allow Participating Owner(s) to construct certain public improvements within the Westbrook Boulevard Acquisition as required by this Agreement and, if necessary, in accordance with the procedures established and to the extent allowed by law, use its power of eminent domain to acquire such required real property interests for those public improvements required by City. The Participating Owner(s) shall pay all costs associated with such acquisition (using the City's approved appraisal of fair market value under California Government Code Section 7267.2) or condemnation proceedings, including any settlement authorized or approved by the City Council in its sole discretion, using the City's approved appraisal of fair market value under California Government Code Section 7267.2 or as otherwise approved by the Participating Owner(s), provided, however, that the consent of Participating Owners shall be required for any proposed settlement by City greater than five percent (5%) over the City's approved appraisal of fair market value under Government Code Section 7627.2. Subject to the terms of a memorandum of understanding which may be entered into between the County of Placer and City for the acquisition of real property interests for public improvements, the provisions of this Section shall also apply to any needed off-site real property interests pertaining to (1) intersection improvements at Watt Avenue, Santucci Boulevard and Baseline Road and at Fiddymont Road and Baseline Road, (2) Baseline Road improvements, and (3) any other real property interest pertaining to public improvements which City requires Landowner to construct. This Section is not intended by the parties to impose upon the Participating Owner(s) an enforceable duty to acquire land or construct any public improvements on land not owned by the Participating Owner(s), except to the extent that the Participating Owner(s) elects to proceed with the development of the Property, and then only in accordance with valid conditions imposed by the City upon the development of the Property under and subject to the Subdivision Map Act or other legal authority. This Section is also not intended to abrogate the rights of Participating Owner(s) to final map approval under Government Code Section 66462.5.

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

ARTICLE 3. LANDOWNER OBLIGATIONS

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

3.2 Public Improvements To Be Dedicated, Constructed or Financed by Landowner. Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 3, at its expense, subject only to reimbursements or credits specified in this Agreement. Prior to dedication of sites to City, Landowner shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., 404 Permit and CDFG 1600 Streambed Alteration Agreements, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. All land dedications shall be free of environmental or other constraints or other encumbrances inconsistent with the intended use of the Property (e.g., all wetlands shall be filled in accordance with applicable 404 Permits), unless expressly waived by the City. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.25.

3.2.1 Landowner's Obligations for Backbone Infrastructure. The Backbone Infrastructure as defined in Section 2.7.2.1 above includes improvements that are required to provide access and public utilities to any part of the plan area in accordance with Section 3.3. Backbone Infrastructure includes those improvements defined in Section 2.7.2.1.

The construction obligation of each phase or sub-phase of development may require construction of certain portions of Backbone Infrastructure, on the property of other Participating Landowner(s). This will require access for the purpose of construction. The areas requiring the construction are defined as Backbone Lands, as

set forth in Exhibit "G". To assure that the Participating Landowners have confidence that they can access, construct, and offer to the City public improvements required of the phase or sub-phase of development, Landowner hereby agrees to provide all Participating Landowners, temporary construction and access easements to those Backbone Lands on which Backbone Infrastructure is to be constructed as described below. Such temporary construction easements shall include the ability to access open space parcels to construct improvements required by conditions of applicable 404 Permit(s). Subject to indemnification of the Participating Landowner(s) by the constructing Participating Landowner, such access easement rights shall not be withheld, provided that the constructing Participating Owner is not in default of its obligations under the Cost Sharing Agreement, nor shall the constructing Participating Landowner be required to pay any compensation to any underlying Participating Landowner(s) for such access easement, during the term of this Agreement. Temporary construction easements shall automatically terminate upon acceptance of the fully completed public improvements by City.

Easements for all Backbone Lands will be granted to all the Participating Landowners in a format acceptable to the City for purposes of access and construction of public improvements, and to the City as an irrevocable offer of dedication (IOD) for purposes of access and public utilities. These easements and IODs will be recorded at the County Recorders Office and shall be for the benefit of each Participating Owner. The easement width for Backbone Lands shall be to the width of the road right of way plus 25' or, the back of the landscape corridor, whichever is less. All easements and IODs described above shall be recorded before the recordation of any Large Lot Final Map, but no later than 180 days after annexation of the Specific Plan area to City. A survey map exhibit of the easements will accompany the descriptions and plats and shall be recorded as a supplemental exhibit(s).

Backbone Lands will be dedicated to the City as set forth above. Upon the satisfactory completion of the public improvements, and in the case of flood control improvements within the open space areas, the successful completion of the Establishment Period success criteria, the City will accept the dedication. Where the City approves a tentative map or development project that allows for the construction of utility lines absent the completion of roadways overlaying such infrastructure, the City shall accept that portion of the IOD, as described above, for the public utility easements acceptance of the utility lines, but prior to completion of upon roadways overlaying such infrastructure.

As the Participating Landowners construct the Backbone Infrastructure associated within their phase or sub-phase of development they will:

A) Assume full responsibility to manage the affairs of that portion of the Backbone Infrastructure and the execution of the Backbone Infrastructure 404

Permit(s) (as herein defined).

B) Mitigate the impacts of all wetland fills for applicable segment(s) of Backbone Infrastructure identified in the Backbone Infrastructure 404 permit(s).

C) Prior to acceptance of all or any part of the Preserve Area by the City, the Participating Landowner(s) shall, through funds from the Public Services CFD as provided in Section 2.7.3, be solely responsible for Preserve Area maintenance and monitoring as further described in Section 2.7.4.

3.3 Project Phasing. Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases A through D substantially consistent with the Phasing Plan set forth in Exhibit "I-1" attached hereto. Infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

In the event that the conceptual sub-phases as shown in Exhibit "I-2" are proposed, or are modified or altered, or development is proposed in the cross-hatched area shown in Exhibit "FF," or that smaller "sub-phases" are proposed within the identified Phases A thru D, the following criteria will be used to establish the conditions and requirements for that portion of work:

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

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

- Sanitary Sewer – One point of connection required, which may include a sanitary sewer lift station or interim lift station.
- Recycled Water – One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until such time as the Environmental Utilities Director makes a determination that potable water service can no longer be allowed. At that point in time the system shall be switched over to recycled water by eliminating each potable water charging station and connecting to the West Roseville Specific Plan recycled system, as described in Section 3.9 herein (Recycled Water Facilities). At the time that a water charging station is abandoned, a fire hydrant shall be installed to separate the potable water and recycled water systems. Five temporary potable water charging station connections to the recycled water system shall be allowed among the 4 phases A-D, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadways construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director.
- Potable Water – Two independent points of connection required.
- Roadway – Two points of access required (one may be a temporary EVA) and reasonable traffic circulation.

Landowner acknowledges that modifications to the Phasing Plan as shown in Exhibits "I-1" and "I-2" shall require additional City review. Special studies including but not limited to, water/recycled water/sewer/storm water systems, traffic, fire response, electric supply, and other environmental review may be required. The Landowner and/or Participating Owners will be responsible for all costs associated with the preparation of special studies, and for the associated costs of time and materials of City Staff for the review and processing of the requested deviation as deemed necessary by City.

3.3.1 Recordation of Large Lot Map(s). One Large Lot Tentative Map ("LLM") shall be prepared for the entire Plan Area. The Large Lot Tentative Map shall depict areas that match the boundaries of the properties owned by each Participating Owner, i.e., the Plan Area as defined in Recital B above. Each of the Participating Owners can record a separate large lot final map ("Large Lot Final Map") on its respective property. Any one of such nine (9) Large Lot Final Maps can record independent of the others. Consistent with Section 3.5.4.2 below, security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of-ways ("RoW") for arterial and collector roadways including landscaped corridors adjacent to low and median density residential properties, open spaces, and future public lands for the electrical sub-station, fire station, water tanks, well sites and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD).

Upon the recordation of any Large Lot Final Map, the City shall accept all IOD's subject to improvement. The IOD's shall remain in force until such time as all Landowner obligations for public improvements and/or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion ("COC") for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of RoW, Open Spaces, and Public Utility and Access easements. The City is not obligated to accept land dedications for future P/QP, Park, or other public improvements until the frontage improvements to such land dedications are completed. Except as provided in Section 3.12.8 below, maintenance of these properties remains a Landowner obligation until accepted by City.

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

Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or powerline corridor purposes related to development of any parcel when such requirement would

be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.

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

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

Except as set forth below, installation of median landscaping and median curbing shall be constructed concurrent with roadway construction. Landscaping and sidewalks adjacent to roadways may be constructed concurrent with the development of adjacent parcels. Paseo and Bike trail connections will be constructed consistent with Sections 3.12.6.1 and 3.12.8, respectively, of this Agreement.

3.5.2 Arterial Roadways. Landowner shall grant easements and dedicate all IODs for all arterial roadways as set forth in Section 3.2.1 above. Arterial roadways wholly within and adjacent to the Specific Plan are Santucci Boulevard, Vista Grande Boulevard, Westbrook Boulevard, Fiddymont Road and Baseline Road. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. The phasing and improvements required for each arterial are shown on Exhibit "J" and described in the Phasing Plan, Exhibits "I-1" and "II". Arterial roadway improvements

in excess of required Landowner's Frontage Improvements constructed by Landowner pursuant to this Section 3.5.2 shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 52.5% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner and other Participating Owners within the Plan Area, of which 5% will be allocated for Westbrook Boulevard Improvements through the Urban Reserve, as set forth in Section 3.5.2 (c) below. Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Vista Grande Boulevard CIP improvements, i.e., the two additional inside lanes described below in Section 3.5.2 (a) (the "Vista Grande Boulevard CIP Improvements"). Where Vista Grande Boulevard CIP Improvements are constructed pursuant to 3.5.2 (a) below, the costs of such improvements shall be constructed and paid for by the City TMF Fund and not from the TMF Set-Aside Fund, with payment to occur as such Vista Grande Boulevard CIP improvements are constructed and invoiced.

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

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

(a) Vista Grande Boulevard. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements as a condition of opening the roadway for public use. In this case, Landowner shall not be obligated to construct its one-half of the median landscaping and median curb in exchange for constructing the opposite Frontage Improvements. City shall pay the constructing Landowner the difference between the cost of the eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb. Prior to the recordation of the first small lot residential final map on the portion of its property abutting Vista Grande Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter, and the cost of one-half median

landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs. City shall reimburse Landowner for such cost difference relative to Frontage Improvements on another Landowner's Property for Vista Grande Boulevard out of the TMF Set-Aside Fund, but if insufficient funds are available to reimburse Landowner, City shall make payments to the extent funds are available, then provide 50% credits against the TMF applied to building permits on Landowner's Property, for all Dwelling Unit Equivalents ("DUEs") on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient City revenues are available to fully pay for such improvements, City shall pay Landowner such amount, less the amount of any payments made and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

City may elect for Landowner to construct the additional two inside lanes of Vista Grande Boulevard, but only if City has sufficient funds in the City TMF Fund of the City's Road CIP to make progress payments to Landowner for the costs of construction of said inside lanes as set forth in the Funding, Construction and Acquisition Agreement. If such TMF Fund revenues are not available to so pay Landowner, City shall be obligated to construct said inside lanes through the City's CIP.

(b) Fiddymment Road. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, for the west side of Fiddymment Road. City has a CIP project to construct the 2 south bound lanes and the median curbs through the City's CIP in advance of the development of the Plan Area, including design, environmental permitting, and mitigation requirements related thereto. The CIP construction will also include the Landowner's obligation for 5-feet of pavement width, one median curb, utility stubs, and left turn pockets into the Plan Area. At the time when the adjacent Participating Owner proceeds to develop its property, on specific parcels east of Upland Drive referenced below, that will trigger Fiddymment Road Frontage Improvements, that Participating Owner shall complete its Frontage Improvements on the west side of Fiddymment Road and complete the landscaping of ~~its~~ the median. That Participating Owner will be responsible to reimburse the City for the cost of its obligation set forth above in this Section 3.5.2 (b), less the cost of the eastern one-half of the median landscaping. In the event that Landowner's cost of the eastern one-half of median landscaping exceeds the City's cost of the portion of Landowner's Frontage Improvements obligation set forth above, City shall pay Landowner for such cost difference out of the City TMF Fund.

Fiddymment Road Frontage Improvements may be constructed in two phases in accordance with Exhibit "H". Each phase of such Fiddymment Road Frontage Improvements shall be triggered upon on-site development of the specific parcels (excluding open space parcels) east of Upland Drive (excluding construction of Upland Drive itself), with the northern segment of Fiddymment Road Frontage Improvements

triggered when parcels east of Upland Drive and north of open space Parcel JM-85 develop, and the southern segment of Fiddymment Road Frontage Improvements triggered when parcels east of Upland Drive and south of open space Parcel JM-85 develop.

(c) Westbrook Boulevard; Santucci Boulevard. Landowner shall construct both outside Frontage Improvements as defined in Section 3.5.1, as well as the adjacent inside lane on each side of Westbrook Boulevard and for Santucci Boulevard, respectively, if Landowner owns both sides of the Frontage. In the event Landowner owns only one side of the Frontage, Landowner shall be responsible to insure construction of the opposite Frontage Improvements, including the adjacent inside lane. In this case, Landowner shall not be obligated to construct one-half of the median landscaping and median curb in exchange for constructing the Frontage Improvements, including curb and gutter, on both sides of Westbrook Boulevard, and of Santucci Boulevard. City shall reimburse Landowner the difference between the cost of the eighteen feet (18') of pavement, grading and curb and gutter and the cost of one-half median landscaping and one median curb. For both Westbrook Boulevard and Santucci Boulevard, prior to the recordation of the first small lot residential final map on the portion of its property abutting either Westbrook Boulevard or Santucci Boulevard, the non-constructing Participating Owner shall reimburse the City for the cost difference of that Participating Owner's eighteen feet (18') of pavement, grading of half of the full road section, curb and gutter and the cost of one-half median landscaping and one median curb, and that non-constructing Participating Owner shall construct both halves of the median landscaping and both median curbs.

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

When warranted with Phase D or as may be required by City, provided the 5% of TMF Set Aside Fund revenues allocated to Westbrook Boulevard are available to pay Landowner, Landowner(s) shall construct Westbrook Boulevard through the Urban Reserve, which shall consist of the interior two CIP lanes on each side of the center median, grading of the 100 foot right of way, and 56 feet of pavement. City payment to Landowner for the construction referenced herein shall be paid from the 5%

of TMF Set-Aside Fund revenues allocated to Westbrook Boulevard. Landowner(s) shall not be required to construct frontage improvements along Westbrook Boulevard through the Urban Reserve. Landowner shall not be required to construct any median landscaping and improvements, sidewalk or adjacent landscape corridors for any portion of Westbrook Boulevard through the Urban Reserve portion of the Plan Area.

(d) Baseline Road. Landowner shall be obligated to construct its Frontage Improvements, as defined in Section 3.5.1. Commercial properties shall also be required to construct one auxiliary lane improvement along their frontage. Landowner shall further be obligated to construct or overlay four additional lanes, comprised of a combination of new pavement and overlay of existing pavement on Baseline Road, to create a total of two westbound lanes, two eastbound lanes, and a two-way center turn lane.

City shall make progress payments to Landowner for all work beyond Landowner's Frontage Improvements for Baseline Road from the City-County traffic mitigation fee (the "City-County Traffic Mitigation Fee") set forth in Section 3.5.13 below on a first completed, first paid basis. If revenues are insufficient to make such payment, City shall provide 100% credits against the City-County Traffic Mitigation Fee applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of payments due Landowner, provided, however, that once sufficient City-County Traffic Mitigation Fee revenues are available to pay Landowner, City shall make additional progress payments to Landowner, less the amount of any credits extended to Landowner against the City-County Traffic Mitigation Fee applied to DUEs on Landowner's Property, on a first completed, first paid basis. Baseline Road may be constructed in eight phases in accordance with Exhibit "H", provided, however, that such phased construction shall not leave any one segment gap between constructed segments of Baseline Road.

For all the above-referenced Baseline Road Frontage Improvements where Landowner is required to construct Frontage Improvements on another landowner's property, when such benefiting landowner proceeds to develop its property, said benefiting landowner shall fully reimburse the City-County Traffic Mitigation Fee program at the time of recordation of any small lot final map on its property, or issuance of building permit in the case of non-residential uses, for the cost of its Frontage Improvements.

3.5.3 Collector Streets. To provide access to the Property, Landowner shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets in Exhibit "J" located within the Property. Collector roadways in the Specific Plan area are Upland Drive, Market Street, and Federico Drive. The parties acknowledge that the locations of these roadways are schematic in nature and may be revised during

the design of the improvement plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Landowner shall not be entitled to any reimbursement or credits toward the City's traffic mitigation fee for any costs associated with the design and/or construction of collector roadways.

Parking lanes will be installed with the construction of the collector roadways adjacent to Parcels PR-6 and PQP-10. Sidewalk and diagonal parking along Market Street adjacent to the CMU sites will be the responsibility of Landowner at the time of development of those sites. Prior to the development of those sites, a temporary AC dike will be installed with the backbone roadway construction.

3.5.4 Timing of Dedication and Construction of Road Improvements.

3.5.4.1 Rights-of-way for the arterial and collector roadways shown as Backbone Lands shall be dedicated as an IOD to the City as set forth in Section 3.2.1, and with the recordation of the Large Lot Map. All other dedications of roadways to the City shall be made with subsequent final small lot subdivision maps and City acceptance of completed improvements.

3.5.4.2 Prior to the recordation of a small lot residential subdivision map for the Property, Landowner shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Landowner shall not be required to post security for the portion of the work associated with Road CIP improvements.

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

3.5.6 Landscape Setbacks. For the roadways within and/or adjacent to the Property, Landowner shall establish the applicable landscape setbacks provided therefore by the Specific Plan and/or Design Guidelines. Such setbacks shall be measured generally from back of curb, except bus turnouts, auxiliary lanes, turn flares, accel/decel lanes, and tapers may encroach into the landscape setback to the extent permitted by the Specific Plan Design Guidelines. Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, walls and related uses, and shall be included in the road rights-of-way, adjacent to single family residential parcels. Such

setbacks shall not be included within rights-of-way adjacent to nonresidential uses as set forth in the Specific Plan.

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

3.5.7 Traffic Signals. Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "K" and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals set forth in Exhibit "K", signals at the intersections of arterial roads and arterial roads, for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above, except as provided below in the case of temporary traffic signals on Baseline Road, and the specific limitations therein. For the traffic signals other than signals at the intersections of arterial roads and arterial roads, Landowner, at the request of City, shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions set forth in this Section 3.5.7. For those such signals, City shall install mast arms, signals and signal controllers. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner under this Section 3.5.7, City shall provide 50% credits to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to credits toward the appropriate City, or shared City/County traffic mitigation fee for the design and construction of public traffic signals and/or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for credits toward the City's traffic mitigation fee.

Temporary traffic signals installed with phased improvements on Baseline Road in locations other than ultimate locations (Plan obligation of Baseline Road to construct 4 lanes with appropriate left turn lanes) shall be the responsibility of the constructing Landowner and will not be eligible for credits toward the City's and/or

City-County Traffic Mitigation Fee, except as provided below. For the intersections of Fiddymont Road/Baseline Road, Santucci Boulevard/Watt Avenue/Baseline Road, Westbrook Boulevard/Baseline Road and Market Street/Baseline Road, the cost of improvements shall be subject to progress payments from the City and/or City-County Traffic Mitigation Fee. In the case of temporary traffic signals on Baseline Road, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Landowner from the City-County Traffic Mitigation Fee and/or TMF Set-Aside Fund.

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

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

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

Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the

right of Landowner to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

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

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

Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

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

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

3.5.13 City-County Fee. Landowner acknowledges that City and Placer County have adopted a funding mechanism (the "City-County Traffic Mitigation Fee") for improving certain roads in the vicinity of the SVSP, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City-County Traffic Mitigation Fee.

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

A Plan Alignment for Santucci Boulevard is shown in Exhibit "L" and indicates the future roadway alignment within the Urban Reserve land use designation. The portion of Santucci Boulevard will be constructed as part of the Regional University Specific Plan, or as conditioned for frontage improvements with future entitlements of the Urban Reserve land area. Other than the fair share costs for regional improvements as determined by the City's Capital Improvement Program and collected with Traffic Mitigation Fees, the SVSP will have no additional obligations for the construction of Santucci Boulevard through the Urban Reserve land area.

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

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

3.5.17 Fiddymment Road/Baseline Road Intersection. Improvements to the Baseline Road/Fiddymment Road intersection (the "Baseline/Fiddymment Intersection Improvements") provide a benefit to the Specific Plan, properties currently in the City, and to properties in incorporated Placer County. These Baseline/Fiddymment Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Fiddymment Intersection Improvements set forth in this Section 3.5.17 are therefore a shared obligation between Landowner (for frontage improvements), the City (through the City TMF Fund set forth in Section 3.5.2 above), and the City and County together through the City-County Traffic Mitigation Fee described in Section 3.5.2 (d) and defined in Section 3.5.13 above.

Baseline/Fiddymment Intersection Improvements are comprised of City CIP Improvements (the "City CIP Intersection Improvements"), set forth in Exhibit "M-1" hereto, Tier 1A improvements (the "Baseline/Fiddymment Tier 1A Improvements"), set forth in Exhibit "M-2" hereto, and subsequent improvements (the "Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements"), set forth in Exhibit "M-3" hereto. The City CIP Intersection Improvements are a City project whereby the City shall construct the following improvements beyond the existing improvements at the intersection: one additional southbound through lane and one additional northbound through (i.e., receiving) lane, resulting in a total of three (3) northbound lanes and, in the southbound direction, a left turn lane, right turn lane, and two (2) through lanes. As part of the City CIP Intersection Improvements, City shall also relocate the intersection's northwest signal to its ultimate location. Prior to the issuance of the first certificate of occupancy in the Plan Area, Landowner shall construct the following Baseline/Fiddymment Tier 1A Improvements subsequent to the construction of the City CIP Intersection Improvements, which Baseline/Fiddymment Tier 1A Improvements shall consist of one additional eastbound and westbound left turn lane on Baseline Road, resulting in the following configuration for each leg of the intersection:

East Leg: Two westbound through lanes
Double left turn lane onto Walerga Road
(southbound)
One right turn lane onto Fiddymment Road
(northbound)

West Leg: One eastbound through lane
One shared through (eastbound) and right turn lane
onto Walerga Road (southbound)
Double left turn lane onto Fiddymment Road
(northbound)

North Leg: Two southbound through lanes
One left turn onto Baseline Road (eastbound)
One right turn onto Baseline Road (westbound)

South Leg: Two northbound through lanes
One left turn onto Baseline Road (westbound)
One right turn onto Baseline Road (eastbound)

All Legs: Include appropriate receiving lanes and
tapers back to existing roadway per City standards.

City shall make progress payments to Landowner for the cost of Baseline/Fiddymment Tier 1A Improvements beyond Landowner's Frontage Improvements, including the cost of design of such Baseline/ Fiddymment Tier 1A Improvements, out of either the City-County Traffic Mitigation Fee or the City TMF Fund, or both, on a first completed, first paid basis.

The Baseline/Fiddymment Sierra Vista Ultimate Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Fiddymment intersection subsequent to the construction of the Baseline/Fiddymment Tier 1A Improvements. These Sierra Vista Ultimate Intersection Improvements shall consist of the Frontage Improvements on Fiddymment Road and Baseline Road, and the Baseline/Fiddymment intersection, including the auxiliary lane at the Baseline/Fiddymment intersection on Baseline Road. These Sierra Vista Ultimate Intersection Improvements shall result in the following configuration for each leg of the intersection:

East Leg: No change from Tier 1A

West Leg: No change from Tier 1A

North Leg: Widen to accommodate right turn lane to Baseline Road (westbound) at ultimate location with owner frontage

South Leg: No change from Tier 1A

All Legs: Include appropriate receiving lanes and
tapers back to existing roadway per City standards.

For the Baseline/Fiddymment Tier 1A Improvements, where Landowner constructs Frontage Improvements on an adjacent Participating Owner's frontage, City shall pay Landowner for such frontage improvements on an adjacent Participating

Owner's frontage out of the City TMF Fund or City-County Traffic Mitigation Fee, or both, provided, however, that when the non-constructing Participating Owner proceeds to develop its property, that Participating Owner shall reimburse the City, or the City-County Traffic Mitigation Fee program, or both, as applicable, for the cost of its frontage constructed by Landowner.

3.5.18 Baseline Road/Watt Avenue/Santucci Boulevard Intersection.

Improvements to the Baseline Road/Watt Avenue/Santucci Boulevard Intersection (the "Baseline/Watt/Santucci Intersection Improvements") provide a benefit to the Specific Plan, properties currently in the City, and to properties in unincorporated Placer County. These Baseline/Watt/Santucci Intersection Improvements are currently in the City Road CIP and the City-County Traffic Mitigation Fee program. Responsibility for funding of the Baseline/Watt/Santucci Intersection Improvements set forth in this Section 3.5.18 are therefore a shared obligation between Landowner (for frontage improvements), the City Road CIP, and the City through the City-County Traffic Mitigation Fee described in Section 3.5.2 (d) and defined in Section 3.5.13 above.

Baseline/Watt/Santucci Intersection Improvements are comprised of Tier 1B Improvements (the "Baseline/Watt/Santucci Tier 1B Improvements"), set forth in Exhibit "N-1" hereto, and subsequent improvements (the "Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements"), set forth in Exhibit "N-2" hereto. At the issuance of the 1000th residential building permit in the Plan Area, Landowner shall begin the design of the Tier 1B Improvements. At the issuance of the 1500th residential building permit, City shall construct the following Baseline/Watt/Santucci Tier 1B Improvements which shall consist of one additional thru lane in the eastbound direction, one additional right-turn lane in the northbound direction and one additional left-turn lane in the westbound direction, resulting in the following configuration for each leg of the intersection:

- East Leg: One westbound thru lane
Double left-turn lane onto Watt Avenue
(southbound)

- West Leg: Two eastbound thru lanes
One right-turn lane onto Watt Avenue
(southbound)

- North Leg: N/A

- South Leg: One left-turn onto Baseline Road (westbound)
Two right-turns onto Baseline Road (eastbound)

All Legs: Include appropriate receiving lanes and tapers back to existing roadway per City standards.

City shall make progress payments to Landowner for the design costs of Baseline/Watt/Santucci Tier 1B Improvements, out of the City-County Traffic Mitigation Fee.

The Baseline/Watt/Santucci Sierra Vista Project Intersection Improvements are the obligation for Frontage Improvements of the Participating Owner whose property abuts the Baseline/Watt/Santucci intersection subsequent to the construction of the Baseline/Watt/Santucci Tier IB Improvements. These Sierra Vista Project Intersection Improvements shall consist of the Frontage Improvements on Santucci Boulevard and Baseline Road, and shall include the following:

- Add two left-turn lanes in the eastbound direction
- Add two thru lanes and remove one right-turn lane in the northbound direction
- Add one thru lane and one right-turn lane in the westbound direction
- Add two thru lanes, two left-turn lanes, and one right-turn lane in the southbound direction

These Sierra Vista Project Intersection Improvements shall result in the following configuration for each leg of the intersection:

East Leg: Two westbound thru lanes
Double left-turn onto Watt Avenue
(southbound)
One right-turn lane onto Santucci Boulevard
(northbound)

West Leg: Two eastbound thru lanes
Double left-turn
(northbound)
One right-turn lane onto Watt Avenue
(southbound)

North Leg: Two southbound thru lanes
Double left-turn onto Baseline Road
(eastbound)
One right-turn lane onto Baseline Road
(westbound)

South Leg: Two northbound thru lanes
One left-turn onto Baseline Road
(westbound)
One right-turn lane onto Baseline Road
(eastbound)

All Legs: Include appropriate receiving lanes and
tapers back to existing roadway per City standards.

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

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

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

3.6.1 Master Wastewater Plan. Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibit "O".

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

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

3.6.3 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. All manholes shall be made watertight during construction. Landowner shall maintain access for City sewer maintenance vehicles to access all selected manholes in the Specific Plan, as determined by the Environmental Utilities Director. Where feasible, maintenance roads shall be combined with bikeways.

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

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

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

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

3.7 Water Supply.

3.7.1 Financing of Water Supply. Landowner shall have no obligation to install or pay for the installation of any off-site water storage, treatment or transmission (other than transmission lines in Baseline Road and Westbrook Boulevard) facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to then existing City ordinances and this Agreement.

3.7.2 Groundwater Wells. If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations shown on Exhibit "Q". The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below. To facilitate the drilling of the monitoring wells Landowner will provide City and its contractors access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality.

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

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

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

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

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

Upon construction of the dwelling units in the Plan Area that cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall

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

3.8 Water System Improvements.

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

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

Landowner shall, at its expense, grade the Water Tank Site consistent with City's Grading Ordinance and construct retaining walls as necessary to achieve a site that is level, fully usable, and without environmental or other constraints. Retaining walls shall be a split faced key stone style wall or comparable quality/design to be installed by Landowner. Landowner shall additionally install all underground utilities

stubbed to the Water Tank site, including, but not limited to, provision of electrical capacity sufficient to operate either a groundwater well or water tank and pump station. Timing of construction shall be in accordance with the Phasing Plan.

3.8.3 Water Facilities for Reimbursement. Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties within the Urban Reserve or Placer County whose property is benefited by Landowner's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. This includes construction of the 24-inch water line in Baseline Road between Fiddymment Road and Westbrook Boulevard. Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 4.2 of this Agreement are shown in Exhibits "T-1" and "T-2" and listed in Exhibit "II". Exhibit "T-1" sets forth reimbursements for infrastructure between Landowners and parties within the Urban Reserve assuming no other third parties benefit from shown infrastructure. Exhibit "T-2" sets forth reimbursement for certain water lines between Landowner and other third parties (namely, the Placer Vineyards Specific Plan ("PVSP"), and the Regional University Specific Plan ("RUSP") located within Placer County) should such other third parties connect or construct identified infrastructure.

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

If the SVSP proceeds with development prior to development occurring within either the PVSP, RUSP, or the Urban Reserve, then Participating Owners, including Landowner, will construct the Baseline Road 24" Water Line, which may be built in segments as set forth in Exhibit "H," provided that reimbursement to Participating Owners for costs of construction for such segments shall reflect the percentage shares in Exhibits "T-1". In the event Participating Owners construct the Baseline Road 24" Water Line, City shall withhold approval of any improvement plans submitted by property owners outside of the Plan Area or Annexation Area, i.e., the PVSP or the RUSP, proposing to connect to the Baseline Road 24" Water Line unless City receives written certification from Participating Owners that satisfactory

reimbursement has been received from PCWA on behalf of the PVSP or RUSP, as the case may be. Upon City receiving such written certification pertaining to the PVSP or RUSP, as the case may be, the percentage shares of the SVSP and Urban Reserve set forth in Exhibit "T-1" shall be modified accordingly, which modification shall not require an amendment to this Agreement.

If the Urban Reserve proceeds with development prior to the SVSP, then the Urban Reserve will be required to construct all or a portion of the Baseline Road 24" Waterline, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for infrastructure as set forth in Exhibit "T-1."

If the PVSP or RUSP proceed with development prior to the SVSP, then the PVSP or RUSP, as required in their respective development agreements, will be required to construct all or a portion of the Baseline Road 24" Water Line, and the Participating Owners, including Landowner, shall contribute the SVSP share of the costs for Segment A and/or for Segment B of the costs of the Baseline Road 24" Water Line as agreed to between PCWA and Participating Owners.

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

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

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

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

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

As further disclosure Landowner shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.25)

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

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

City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction project of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville

Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows:

- (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s);
- (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid.
- (iii) City shall impose a charge for recycled water of \$20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and
- (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9.

All recycled water system facilities including storage tank(s), pump station,

transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

3.9.1 Non-Exclusive Public Utility Easement. Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

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

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

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

3.9.4 Recycled Water Use Disclosure to Buyers. Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and

landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multifamily and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.

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

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

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

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

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

3.10.3 Grant of Floodplain. Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain as shown in Exhibit "X", Landowner shall grant an IOD to the City, or to a conservancy or other non-profit entity acceptable to the City, such areas within the Open Space Preserve Areas as shown in Exhibit "EE" and the Specific Plan.

3.10.4 Drainage Easements. Where permanent drainage facilities to be owned and maintained by City are to be constructed by Landowner and are not located within road rights-of-way, as and when Landowner installs such drainage improvements, Landowner shall grant and City shall accept a non-exclusive public utility easement or temporary easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. The City shall not be required to accept or maintain any temporary drainage improvements. Easement widths for completed permanent drainage facilities shall be granted in accordance with the City's then current Improvement Standards. When those permanent drainage facilities not located within road rights-of-way and are to be placed on property owned by someone other than the Landowner of those facilities, the Landowner shall secure all necessary rights of entry and third party easements. Participating Owners shall not withhold the grant for right of entry to construct any off site drainage improvements and/or the dedication of easement to the City for permanent and temporary structures,

and Participating Owners shall accept all upstream flows. All drainage outfall structures for storm drain flows leaving the Plan Area shall be built as either temporary or permanent structures wholly on properties in the Plan Area, i.e., properties owned by Participating Owners. The City will offer no power of eminent domain for such drainage outfall structures.

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

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

3.11.2 Off-Site Electric Facilities. For purposes of this section, "off-site" means outside of the Plan Area. Concurrently with the construction of any phase of the Plan Area, Landowner agrees to construct, or finance the construction of off-site 12kv electric distribution facilities as directed by the Electric Utility Director. Landowner shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract), including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Specific Plan roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Landowner. In particular, and without limitation thereof, Landowners acknowledge that concurrently with the construction of the first improvements, Landowner shall construct or finance the construction of the extension of the necessary 12kV circuits across Fiddymment Road and any rework necessary to the existing 12kV circuits on the eastern side of Fiddymment Road to serve the development of such phase. The City acknowledges that pending construction of final roadways the first developments may be fed by temporary facilities, subject to the approval of the design by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. All costs associated with the design, installation, and removal of the temporary facilities will be born by the Landowners.

3.11.3 Electric Substation. If applicable to Landowner, Landowner shall, prior to issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, dedicate to City a 0.86 buildable acre site net of easements, wetlands, riparian corridors and required setbacks for use as an electric substation at the location set forth in the Specific Plan and shown on Exhibit "Z". This substation site shall not be encumbered by any easements or any other use constraints, except as approved by the Electric Utility Director. At Landowner's expense, the substation site shall be dedicated in fee, free of and clear of all wetlands. Again, if applicable to Landowner, prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP as set forth below, and at Landowner's expense, the substation site shall be graded and compacted to within 6" of final grade as approved by Electric Utility Director and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality/design to be installed by Landowner. The Landowner shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radii, shall have a width of twelve feet (12') plus two foot (2') aggregate base shoulders on each side of the road, and shall have a structural section consisting of lime treated sub-grade with 2" asphalt concrete over 4" aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department's Engineering Group before it is constructed. City shall construct the electric substation and all other tenant improvements on this site, at the time when needed to serve development of the Property; provided that the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation.

The Landowner shall grant a temporary easement for the temporary electric substation access road and dedicate the substation site prior to the issuance of the 500th residential building permit or any combination of building permits within the SVSP that the City determines, in its sole discretion, has absorbed existing electrical system capacity. Additional building permits will not be issued by City unless and until the electric substation site has been dedicated and the temporary easement for the temporary access road has been granted to City. The temporary easement shall, among other matters, specify when the easement shall be terminated.

3.11.4 230kV and 60kV Disclosure. Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the 230kV and/or 60 kV easement areas shown on Exhibit "AA" that the City may utilize the public utility easements to construct 60kV overhead electric lines.

3.11.5 Streetlights. Concurrent with the construction of the adjacent roadways, Landowner agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.

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

1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard:
 - a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve ("TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department.
2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville

Electric will install and maintain the devices at no cost to the builder/homeowner and/or Landowner. Roseville Electric shall install the device in a manner that does not delay Landowner's construction or sale of the residence. Customers will be automatically enrolled in the load control program and must actively opt out. Additionally, Landowner shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Landowner will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Retail Services New Construction Program Manager. Note the disclosure stated in Section 3.24(21) as to the direct load control device.

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

3.11.7 Impact of Proposed State Initiative. An initiative entitled "New Two Thirds Requirement for Local Public Utility Providers" has qualified for the statewide ballot, should such initiative be approved by voters, Roseville Electric might not be the electricity provider for the SVSP. Should another electric utility provide electric service to the SVSP instead of Roseville Electric, the provisions of this Section 3.11, including, but not limited to, any requirement for dedication of a substation site, shall be inapplicable to the SVSP, provided, however, that in such event of another electric utility providing electric service to the SVSP, City shall not be responsible for the costs of electricity for street lights and traffic signals in the Plan Area.

3.12 Parks and Open Space. Landowner shall dedicate to City a total of 39.9 acres of active park land and 17.9 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "BB".

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

3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of 39.9 acres of active City-Wide parkland, and 17.9 acres of open space. The following park parcel, and open space parcel shall be dedicated to City as described below and shown in Exhibit "BB":

1. A 39.9-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel KT-50; and
2. A 17.9-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel KT-80A.

Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.

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

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

The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.12.2.1 for the design, construction and inspection of such neighborhood park improvements shall not exceed the amounts as set forth in the

Parks Financing Plan, with amounts distributed among the park sites on the Property, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average.

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

3.12.3 Neighborhood Park Fee. In accordance with the park financing plan for the Property, Landowner shall pay a neighborhood park fee (the “Neighborhood Park Fee”), upon the issuance of each residential building permit within the Project, to fund neighborhood park construction. Such neighborhood park fee shall be \$2,898 per Low Density Residential unit, \$2,476 per Medium Density Residential Unit, and \$2,053 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.

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

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

3.12.3.1 Neighborhood Park Frontage Improvements. When installing road improvements adjacent to neighborhood park sites, Landowner shall

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

3.12.4 City-Wide Park Fee. Pursuant to Section 3.17.1.2 (i) below, the City-Wide Park Fee set forth in this Section 3.12.4 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The City-Wide Park Fee shall fund the construction of City-Wide park facilities within the Property. As funded by future bond proceeds, the City-Wide Park Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$1,768 per Low Density Residential unit, \$1,511 per Medium Density Residential unit, and \$1,253 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. Subject to the requirements of Section 3.2, Parcel KT-50 shall be offered for dedication to the City in fee at the time of recordation of the Large Lot Map. City-Wide park fees paid by Landowner through CFD bond proceeds shall be applied to the construction of improvements to SVSP Parcel KT-50. The City-Wide Park Fee revenues to be generated by the Specific Plan will fund approximately 70% of the estimated costs to develop Parcel KT-50 with City-Wide park improvements. City shall pursue other funding sources to fund fully the construction of facilities on the City-Wide park on Parcel KT-50. Nothing in this Section 3.12.4 shall preclude the City from conveying any portion or all of Parcel KT-50 to help fund City-Wide park needs.

3.12.4.1 City-Wide Park Frontage Improvements. Frontage improvements for City-Wide parks shall be included in the fee established by the City for City-Wide parks. The cost of this work has been accounted for in the Parks Financing Plan City-Wide Park Fee.

3.12.5 City-Wide Park In-Lieu Fee. The City-Wide Park Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu fee component to satisfy Landowner's pro-rata share of the Plan Area's remaining City-Wide parkland dedication requirement of 10.8 acres after dedication of the 39.9 acre SVSP Parcel KT-50.

3.12.6 Paseo Facilities. Paseo facilities within the Plan Area are located on one side and adjacent to the collector roadways consistent with the Specific Plan and Design Guidelines and include a 10-foot wide Class 1A bikeway within a 60-foot wide landscaped/paseo corridor. Typical Landowner obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path. At the time of adjacent development, Landowner shall construct the entire 60-foot wide landscape/paseo corridor and 10-foot wide Class 1A bikeway. Improvements shall extend into and through any adjacent open spaces. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, off-site sections of temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Participating Owners, including Landowner, through payment of the Specific Plan Infrastructure Fee described in Section 4.2.8 below and Exhibit "JJ" attached hereto.

3.12.7 Bike Trail Fee. Upon the issuance of each residential building permit within the Project, Landowner shall pay a bike trail fee to fund Class 1 bike trail construction within the Property. Such bike trail fee shall be \$636 per Low Density Residential unit, \$544 per Medium Density Residential unit, and \$451 per High Density Residential unit and per Mixed Use Residential unit (but excluding carriage units, which shall not pay bike trail fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

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

At the request of the City and provided that sufficient funds are available, Landowner shall construct, consistent with City standards, segments of bike trails as provided by Section 3.12.8. Landowner shall be entitled to reimbursement by City from the bike trail fee, for the actual cost of constructing the bike trail segments, but not to

exceed the costs specified in the Parks, Financing Plan, as more fully set forth in Section 4.2 below.

3.12.8 Bike Trail Construction. Subject to the provisions of Section 3.12.7 regarding Landowner's obligation to construct bike trails only if City has sufficient funds to reimburse Landowner upon completion of construction, Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "DD" (the "Bikeway Master Plan") and described in the Parks, Bike Trails and Paseos Financing Plan. Should sufficient funds not be available to so reimburse Landowner, City shall be responsible for designing, permitting and constructing bike trails provided in this Section 3.12.8. Bike trails shall be constructed to City standards as and when Landowner develops certain Parcels within the Property. The sections of bike trail to be installed upon development of such parcels are generally shown on Exhibit "DD".

Upon the development of any small lot residential subdivision adjacent to open space where the bike trail is adjacent to that small lot residential subdivision, or at anytime wherein there is an obligation of a small lot residential subdivision to construct within open space for the purposes of storm water detention or the creation of wetlands where the bike trail will cross open space, the constructing Landowner will be responsible for the preliminary design, securing necessary permits, and rough grading of the bike trail as a condition of the small lot residential subdivision map. Landowner's obligation for preliminary design, necessary permits and rough grading of any bike trail within open space provided for hereunder shall be subject to reimbursement to Landowner by City up to the amount identified in the Parks Financing Plan. If insufficient funds are available to reimburse Landowner, Landowner shall receive credit against its bike trail fee for the costs of such preliminary design, permitting and rough grading.

Upon completion of the bike trail improvements, Landowner shall receive reimbursement from City as provided in Section 3.12.7 and this Section 3.12.8.

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

3.12.9 Entire Park Land Obligation. The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Landowner's General

Plan park obligations for the dedication and improvement of neighborhood and City-Wide parks and open space related to development of the Property.

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

1. A 17.9-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel KT-80A.

3.12.10.1 Conveyance of Open Space Preserve Areas. Upon the satisfaction by Landowner and Participating Owners of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Landowner shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas shown in Exhibit "EE".

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

3.13 School Fee Agreements. Landowner has entered or will enter into separate written agreements with the Roseville City School District [if applicable], Center Joint Unified School District, and the Roseville Joint Union High School District [if applicable] (collectively "the Districts"), prior to any subdivision map approval or issuance of any building permit, to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.

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

3.14 Miscellaneous Public Facilities and Services.

3.14.1 Fire Tax. Landowner or its respective successors shall pay the Fire Service Construction Tax at issuance of building permit, as set forth in Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended beyond its sunset date of December 31, 2009 or is otherwise discontinued, Landowner or its successors shall continue, through Project buildout, to pay a fee, at issuance of building permit equal in amount to the non-extended or discontinued Fire Service Construction Tax. Landowner hereby consents to and waives any objection to the imposition of such substitute fee.

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

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

3.14.3 Public Benefit Fee. As partial consideration for this Agreement, to offset a portion of the impact of the Project and the associated tax sharing agreement with Placer County, and to ensure that the Project will benefit current and future residents of Roseville, Landowner shall pay a Public Benefit Fee for each residential unit in the Project. The Public Benefit Fee for each low density and medium density

residential unit shall be \$ 1,280. The Public Benefit Fee for each high density residential unit shall be \$ 845. Pursuant to Section 3.17.1.2 (i) below, the Public Benefit Fee set forth in this Section 3.14.3 shall be paid by Landowner through bond proceeds from future Community Facilities District bond sale(s) rather than paid at building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.

3.14.4 Liens, Encumbrances, Covenants, Conditions and Restrictions.

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

3.14.5 Signage for Future Public Facilities. Landowner and Participating Owners shall provide and install signage at the following public facility sites to alert residents of future facilities: solid waste recycling site (FD-62), water storage facility and well site (FD-63), well site (JM-60), sewer lift station site (KT-60), park sites (JM-50, JM-51, JM-52, FD-50, FD-51, FD-52, FD-53, KT-50, KT-51, KT-52, DF-50, CO-50, CG-50), bike trails where they will abut residential property, and school sites (JM-61, FD-65, KT-61), per City specifications and applicable sign permits.

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

3.14.7 Solid Waste Recycling Site (FD-62). Landowner is responsible to grade Parcel FD-62, and provide said site without environmental or other constraints. At Landowner's expense, all site grading shall be completed prior to the dedication of the site consistent with City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality/design to be installed by the Landowner. This work shall be completed with the construction of the roadway fronting this parcel.

3.14.8 Construction Waste. Landowner shall require construction contractors and subcontractors to reduce construction waste by recycling a minimum of 50% of construction materials or that all construction debris be delivered to the Placer County Western Regional Materials Recovery Facility where recyclable material will be removed. Landowner shall require that contractors and subcontractors submit to the

City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.

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

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

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

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

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

3.17.1 Formation. Landowner, by itself or in conjunction with Participating Owners, and City may form a Community Facilities District or Districts for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the SVSP ("Project CFD(s)"). If requested by Landowner, by itself or in conjunction with Participating Owners, City and Landowner, (and, if applicable, Participating Owners) shall use their best efforts to cause to be formed the Project CFD(s) for the purpose of financing the acquisition or construction of some or all of the

improvements and facilities eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Sierra Vista Specific Plan, including those improvements which will mitigate impacts of the Sierra Vista Specific Plan upon areas inside and outside of the Sierra Vista Specific Plan, and will be owned, operated and maintained by the City or another public agency.

More specifically, the CFD Eligible Improvements are those improvements including, but not limited to arterials, collectors, roadways serving bus transfer facilities, and unloaded primary residential roads; traffic signals; right of way acquisitions; bridges/culverts, water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks, paseos, schools, electrical substations, park and ride facilities, bus facilities, recycle center, police protection, fire protection, modification to and or undergrounding of existing improvements; wetlands; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements as which are defined as authorized improvements under the Project CFD(s) selected by the City or any ordinance under the City.

Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, *et seq.* Landowner shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City, Landowner, and, if applicable, Participating Owners, in accordance with the financing plan for the SVSP, provided, however, that City agrees that, to the extent permitted by law, City shall allow for separate improvement areas in the Project CFD boundary and/or separate CFDs such that default by another Participating Owner of its CFD obligations does not place non-defaulting Participating Owners, including Landowner, in default. The rights and obligations under this Section 3.17 shall survive the termination or expiration of this Agreement.

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

3.17.1.2 If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause

bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

- (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test).
- (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years.
- (c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year.
- (d) Authorized facilities shall include, among other items, development impact fees for public improvements.
- (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.
- (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees.
- (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales.

- (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds.
- (i) Bonds proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units:
 - (1) City-Wide Park Fee (Section 3.12.4)
 - (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);
 - (3) Public Benefit Fee (Section 3.14.3).

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

Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit.

Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to

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

Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s).

Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1 (i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).

3.17.1.3 Concurrent with any formation of a CFD, Landowner, Participating Owners, if applicable, and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner and Participating Owners, if applicable, shall covenant to finance its fair share of the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements, subject to

reimbursement/acquisition by pay-as-you-go proceeds, to the extent available.

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

3.17.2 Effect of CFD Financing on Credits and Reimbursements.

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

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

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

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

3.19.1 Formation.

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

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

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

3.19.2.1 Autumn leaf cleanup for collector and local streets;

3.19.2.2 Maintain neighborhood parks;

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

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

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

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

3.19.2.7 Conduct all monitoring, reporting and adaptive management for Open Space Preserve areas consistent with the 404 Permit and O&M

Plans (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's soon to be completed Open Space Preserve Overarching Management Plan);

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

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

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

3.19.2.11 Maintain fire breaks within open space areas;

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

3.19.2.13 Maintain the bus transfer station, bus shelters, bus stops, and bus signs.

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

3.20 Community Facilities District — Municipal Services.

3.20.1 Formation.

3.20.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District – Municipal Services (Municipal Services CFD) has been formed or annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.20.2. Formation of the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, *et seq.* The initial amount of the

maximum special tax (for the 2009/10 City fiscal year and as subsequently adjusted annually) shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the assessment shall be \$342 for LDR units, \$200 for MDR units, \$100 for HDR units, \$801 per acre for business professional land uses, and \$932 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.

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

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

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

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

Mass grading and the bulk movement of earthen material is encouraged. Where practical, and at the Direction of the City Engineer, a balanced mass grading plan shall be prepared for all that land within a disturbed water shed. Bulk material shall be moved on the onset of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event that bulk material is transported on or over newly paved and/or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for

deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when hauling bulk movement of earthen material.

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

3.23 Fire Station Site. City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the SVSP. Landowner shall dedicate to City a 3.17 acre site (FD-64) for use as a fire station at the location shown in the SVSP and as shown in Exhibit "FF" attached hereto. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.8 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utilities improvements to serve the fire station site and completion of the grading requirements stated below or at such later time as determined by City.

At the time of approval of a small lot residential tentative subdivision map, or, a design review permit or major project permit in the case of high density residential land uses or non-residential land uses, for property within the cross-hatched area set forth in Exhibit "FF", such development, whether as a phase or sub-phase, must comply with, among other things, the sub-phase criteria in Section 3.3. Additionally, City may request that Landowner construct all infrastructure and utility improvements to the above-mentioned fire station site to accommodate construction of the fire station and to dedicate such site to City prior to issuance of a building permit for such development. Moreover, City shall expend best efforts to construct and operate the fire station within twenty-four (24) months of dedication of the fire station site to City. Upon dedication of the fire station site to City as provided for in this Section 3.23, there shall be no further restriction on or requirements of City approvals or permits anywhere within the Plan Area, including the cross-hatched area set forth in Exhibit "FF", related to the provision of fire facilities in the Plan Area.

At Landowner's expense, site grading shall be completed prior to dedication of the fire station site and consistent with the City's Grading Ordinance, and where retaining walls are required, the retaining wall shall be a split faced key stone style wall or comparable quality/design to be installed by Landowner.

3.24 Disclosures to Subsequent Purchasers. This Agreement shall constitute notice to all successors to Landowner hereunder, and to all subsequent purchasers of any lots and/or residential units within the Property, of the following matters:

1. Designation of Fiddymment Road, Westbrook Boulevard and Baseline Road as truck routes.
2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit.
3. The Project will be served by surface water supplies and by groundwater supplies.
4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses
5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers.
6. Public utility easements may be used to construct 60kV overhead power lines on the west side of Fiddymment Road, on the east side of Westbrook Boulevard and south side of Pleasant Grove Boulevard.
7. 230kV and 60kV overhead power line easement on (Parcel Numbers).
8. Exclusive utility easement may be used for high-pressure natural gas line through the area to serve the Roseville Energy Park.
9. Requirement for fifty percent (50%) reduction in construction waste stream.
10. Location of schools and parks within one mile.
11. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.
12. Location of well sites and water storage facilities.

13. Location of sewer lift station and wastewater treatment plant.
14. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks.
15. Location of recycled water tank site and pump station facilities.
16. Location of solid waste recycling center.
17. Location of future high-pressure natural gas line in Fiddyment Road and Baseline Road.
18. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement.
19. Aircraft over flights and associated noise.
20. Demand cycle control units operated by Roseville Electric on residential air conditioner units.
21. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property.
22. [For properties in the Center USD portion of the Specific Plan] The Property is located in the Center Unified School District. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the Property's location in the Center Unified School District will be recorded against the Property by Landowner, including a separate recorded notice to the purchaser of all completed individual single family residential units located within the Property, notifying all such subsequent purchasers that their properties are located within the Center Unified School District.

If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval, with the exception of disclosure 22, which may not be omitted or deleted from CC&Rs.

3.25. General Signage.

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

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

3.26 Reimbursement to West Roseville Specific Plan.

A. Landowner acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have constructed and/or will construct improvements as set forth in Exhibits "II" and "OO" to the WRSP development agreements, which have been and/or will be oversized for the benefit of third parties such as Landowner. Landowner further acknowledges that City is obligated to use its best efforts in requiring reimbursement to WRSP from benefiting third parties. Such oversized improvements as specified in such Exhibits "II" and "OO" to the WRSP development agreements may include sewer, water, recycled water, and roadways. The reimbursements due the WRSP from the SVSP are also set forth in Exhibit "GG" to this Agreement. As set forth in this Section 3.26, Landowner shall pay its pro-rata share based on the number of DUEs assigned at the date of Specific Plan approval, as set forth in Exhibit "HH", to Landowner's Property in a large lot parcel in which a final small lot subdivision map in the case of low density and medium density residential units, or design review permits or major project permits, as the case may be, for high density residential or non-residential projects, respectively, is approved, as the numerator, and the total number of the DUEs in the Plan Area, the WRSP, as has been or may be amended from time to time, and the DUEs assumed in the EIR for the Urban Reserve

properties in the Annexation Area, as the denominator. When DUEs are assigned to the Urban Reserve properties in the Annexation Area as part of any City approval for land use entitlements on such Urban Reserve properties, the DUEs for the Urban Reserve properties will be adjusted and allocated to the denominator for determining the updated pro-rata shares of the SVSP, including Landowner's Property. Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.26) shall be required until such time Landowner's pro-rata reimbursement owed to WRSP has been fully satisfied or Landowner's Property has been fully built out. Once Landowner has made payments for reimbursement to the WRSP as set forth in this Section 3.26 for infrastructure and environmental and planning costs, respectively, for a large lot parcel, Landowner shall have no further reimbursement obligation to the WRSP for that large lot parcel. Reimbursements for WRSP improvements that have been constructed shall be paid as set forth in Section 3.26.D, subject to confirmation and approval by City of costs for work completed by the WRSP, according to the following hierarchy in determining costs for WRSP improvements for which the WRSP seeks reimbursement:

- (1) Invoices for construction of WRSP improvements submitted by the WRSP to City; or
- (2) if such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements; or,
- (3) if such documentation of payment from the WRSP CFD is not available, the cost estimates for WRSP improvements as set forth in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "GG" to this Agreement.

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

B. Landowner acknowledges that WRSP developer(s) have paid for the costs of certain planning and environmental efforts that may have incidentally benefited Landowner. Such efforts are comprised of the following: the Municipal Services Review associated with the sphere of influence expansion and the portion of the costs of the WRSP EIR allocated to the sphere of influence expansion approved as

part of the WRSP. Subject to confirmation and approval by City and review by Landowner of invoices for planning and environmental review costs sought to be reimbursed by the WRSP, Landowner shall pay its pro-rata share based on the acreage owned by the benefited large lot parcel as the numerator compared to the total acreage within the WRSP and the Remainder Area, as defined in the WRSP, including the Annexation Area defined herein, as the denominator. Such payment shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving Landowner's Property or recordation of the first final small lot subdivision map in the case of low density and medium residential projects, or issuance of the first building permit for high density residential or non-residential projects. Reimbursements shall be paid directly to the WRSP developers.

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

D. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the SVSP is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.26.A, and, as set forth in Section 3.26.E, certain WRSP improvements for which reimbursement is sought may not have been constructed. Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such completed WRSP improvements (both invoiced or documented as set forth in Section 3.26.A and yet to be invoiced or documented as set forth in this Section 3.26.D) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "GG" to this Agreement, and as described in this Section 3.26.D. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Participating Owners, including Landowners, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.26.A, have been paid in full, with reimbursed funds paid by Participating Owners, including Landowner, over and above the cost of completed WRSP Improvements, placed into an

escrow account, as set forth (or as may be modified, as the case may be) in Section 3.26.E.

E. At the time that Landowner seeks recordation of final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "GG" to this Agreement may not have been constructed. In such case, Landowner shall, at the time of recordation of a final small lot residential subdivision map or issuance of a building permit for a high density residential or non-residential use, pay to City Landowner's pro-rata share of costs of such yet-to-be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.26.A (and as set forth in Exhibit "HH"), based on the cost estimates of such information set forth in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "GG" to this Agreement. City shall deposit such funds into an escrow account. Such estimated reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on costs, as set forth in Section 3.26A or, (2) to Landowner or any other Participating Owner should such SVSP landowner(s) construct such improvements.

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

3.27 Third Party Construction of Santucci Boulevard. In the event that a third party elects to construct portions of Santucci Boulevard within the Plan Area earlier than required within the approved Phasing Plan, City shall require such constructing third party to construct in accordance with City standards and the Specific Plan the outside CIP lane on both sides of centerline which would be adjacent to the frontage lane requirement of Participating Owners, subject to reimbursement from the TMF Set-Aside Fund as described in Section 3.5.2 above, for the cost of such two outside CIP lanes, provided, however, that City shall reimburse such constructing third party no earlier than when City would have reimbursed any Participating Owner constructing such same outside CIP lanes of Santucci Boulevard under the terms of this Agreement. Participating Owners may construct their frontage improvements for the portions of Santucci Boulevard within the Plan Area in segments. If Participating Owners so construct their frontage improvements for Santucci Boulevard in segments, then the constructing third party of the two outside CIP lanes provided for in this Section 3.27 shall be reimbursed from the TMF Set-Aside Fund by segment.

ARTICLE 4. CITY OBLIGATIONS

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

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

City and Landowner agree that, in consideration of Landowner financing of such improvements that may be part of a City project for which the City is collecting development impact fees, Landowner, upon entering into an improvement agreement with City and posting security for improvements, shall be entitled to credits and/or reimbursements (reimbursements are applicable when improvements are completed, or as otherwise provided in Sections 3.5.2, 3.5.7, 3.12.7 and 3.12.8), as set forth below, which credits and reimbursements are owned personally by Landowner and do not run with the Property to successors and assigns, unless Landowner provides written notice to City that said credits and reimbursements have been assigned by Landowner to a third party.

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

Credits and reimbursements under the "Specific Plan Infrastructure Fee Program" set forth in Section 4.2.8 shall be governed by the provisions of Section 4.2.8 and Exhibit "JJ" to this Agreement.

Such personal ownership of credits and reimbursements by Landowner apply to all credits and reimbursements set forth in this Section 4.2 and all subsections thereto, and all other credits and reimbursements provided under this Agreement. City shall

use its reasonable best efforts to establish a program to track credits owned by Participating Owners as provided in this Section 4.2, provided that Participating Owners, including Landowner, hereby agree to hold the City harmless for any credits that are misapplied by City.

4.2.1 City Extension of Credits. To the extent Landowner advances the cost for the construction of infrastructure included within existing, or to be included in future, City fee programs, City shall provide, if funds are available, reimbursement to Landowner, and if funds are not available for reimbursement, then City shall grant to Landowner a credit for such costs applied against their respective fee obligations for the Project, subject to the provisions of Sections 3.5.2, 3.5.7, 3.12.7 and 3.12.8 above, and provided that in no case shall the amount of credits exceed Landowner's costs of construction of such infrastructure, as defined in Section 4.2.3 below.

4.2.2 Reimbursement by Third Parties. Except as provided in Section 4.2.7 below, in the case of public road, sewer, water, recycled water, drainage or electric improvements which abut property or traverse through property owned by third persons and other public improvements which are oversized or are constructed by Landowner, even if not oversized, to benefit property owned by third persons outside of the Plan Area, including properties designated Urban Reserve, Landowner shall be entitled to receive a reimbursement from the benefited property owner(s) (and not the City) for the pro rata cost of the improvements, and, in the case of any over sizing, the pro rata cost of the improvements which exceed Landowner's obligation.

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

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

4.2.3 Reimbursable Hard Costs. The "hard costs" of construction to be credited to Landowner by the City, to be reimbursed to Landowner by a third party, shall consist of the identifiable costs of construction, plus the "soft costs" of design,

engineering, construction, construction management, environmental mitigation requirements and plan check and inspection fees as set forth in Exhibit "JJ," and, as to the "hard costs" of construction, confirmed by City for the reimbursable or credited work.

4.2.4 Reimbursable Planning and Environmental Costs. Jointly with other Participating Owners, Landowner and Participating Owners have paid the costs for the preparation of the City Feasibility Studies, other technical studies, the Specific Plan, including Design Guidelines, Development Standards, Financing Plan(s), and Infrastructure Plans, and the Specific Plan EIR, and delinquent charges by Urban Reserve properties paid by Participating Owners. Such preparation has benefited property owned by third persons designated Urban Reserve within the Annexation Area. Landowner is therefore entitled to receive reimbursement from such benefited property owners (and not the City) for the pro rata share of such benefited property owners. The pro rata share of each such benefited property owner shall be based on the gross acreage owned by the benefited property owner compared to the total gross acreage within the SVSP and the Urban Reserve, as described in the EIR, and as set forth in Recital B. The costs eligible for reimbursement shall be submitted to the City by Landowner for City's review and approval as set forth in Section 4.2.7 below. City shall use its best efforts to assist in obtaining reimbursement for Landowner in the manner described in Section 4.2.7 below.

4.2.5 Increased Amount of Reimbursements. In each case in which this Agreement provides that Landowner is entitled to receive reimbursement for planning and environmental costs from third parties other than the City, Landowner shall be entitled to receive, or be obligated to pay, the reimbursement amount, increased by a factor of the prime interest rate charged by national banks as set forth in the Wall Street Journal, plus two percent (2%), up to a total of ten percent (10%) from the date that annexation of the Property to City is complete, as calculated on an annual basis on the anniversary date of the Agreement. Reimbursements from third parties for improvements shall be annually increased by the CCI from the date that Landowner incurred the reimbursable cost to the date of reimbursement.

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

4.2.7 Specific Plan Fee. To provide Landowner and Participating Owners with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay to City a Specific Plan Fee. The benefiting property owners of the planning and environmental costs required under Section 4.2.4 above includes the owners of those

lands within the Specific Plan designation of Urban Reserve. The pro-rata share of the future reimbursement will be determined within ninety (90) days of the date of the Agreement to the satisfaction and sole discretion of City. The fee shall be collected at the time said benefiting property owner files an application with City for any land use entitlements on its property. Within ten (10) days of receipt of said Specific Plan Fee from such benefiting property owner, City shall pay the Specific Plan Fees so received to the Participating Owners of the Plan Area, including Landowner, in proportion to the gross acreage owned by Landowner and by each such Participating Owner divided by the complete gross acreage in the Specific Plan. Said reimbursement of Specific Plan Fees is personal to Landowner and to each Participating Owner and does not run to successors and assigns, unless any such Participating Owner indicates otherwise in writing to City that such Specific Plan Fee revenues have been assigned to a successor in interest.

4.2.8 Specific Plan Infrastructure Fee. To provide for an equitable funding mechanism for various public improvements and public land dedications within the SVSP, City and Landowner, together with other Participating Owners, agree to take all steps reasonably necessary to implement a SVSP Infrastructure Fee which incorporates the terms and conditions set forth in Exhibit "JJ" hereto (the "Infrastructure Fee"). Landowner and the Participating Owners shall bear City's costs to adopt such ordinances and procedures as may be required to implement the Infrastructure Fee. City agrees to take such actions, including any compliance with the Mitigation Fee Act (Government Code Section 66000, et seq), that may be required to implement the Infrastructure Fee. Any modification of City ordinance(s) required to implement the Infrastructure Fee shall not require an amendment to this Agreement.

4.2.9 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.

4.3 Applications for Permits and Entitlements.

4.3.1 Action by City. City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall exercise its best efforts to act upon such applications in an expeditious manner.

4.3.2 Maps and Permits. Provided that the Public Facilities CFD, if applicable, has been formed and is duly authorized to levy the special tax therefore in accordance with Section 3.17 hereof, and further provided that the Public Services CFD and Maintenance Services CFD have been or will at the time of the requested final

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

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

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

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

4.4 Subdivision Map Act Waiver. Notwithstanding any other provisions of this Agreement, or of Sections 66452.1, 66452.2, 66456.2 and 66458, of the Government Code (or any successor or replacement statute), Landowner expressly waives the time limits for review and approval by City of tentative subdivision maps to the extent that each such period does not exceed one hundred fifty (150) days beyond the time otherwise provided by law, unless Landowner and City mutually agree to another time

limit.

4.5 Limited Waiver of Protest Rights. In conjunction with any proceedings creating an assessment district or other applicable financing mechanism for which provision is made in this Agreement, Landowner waives herewith any right to protest which it may have under Section 2825 of the Streets and Highways Code to the extent that such protest would arise under Section 2825(a) through 2825(f) and Section 2825(h); but expressly retains the right of protest with respect to Section 2825(g).

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

4.7 Subsequent Proposed Development. City and Landowner acknowledge that the terms of this Agreement provide for substantial financial commitments by Landowner to ensure that the Project results in a net positive fiscal effect on the City and its residents. City agrees to use its best efforts to assure that the development agreements in connection with any subsequent annexation and associated specific plan shall be subject to financial commitments of the same or greater magnitude as those made by Landowner under this Agreement, to the extent allowed by law. This

provision shall not apply to development of infill areas within the City.

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

ARTICLE 5. DEFAULT, REMEDIES, TERMINATION

5.1 General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

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

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

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

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

applicant is in default of the terms of this Agreement.

5.2 Annual Review. City shall, at least every twelve (12) months, per Roseville Municipal Code Chapter 19.84, as such period may be amended, during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 210816 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

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

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

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

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

upon.

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that the Landowner, its successors and assigns hereby waive any and all claims for monetary damages against City arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

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

ARTICLE 6. HOLD HARMLESS AGREEMENT

Landowner and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Landowner, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective

and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefore.

ARTICLE 7. PROJECT AS A PRIVATE UNDERTAKING

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

ARTICLE 8. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

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

ARTICLE 9. GENERAL

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

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

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

9.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this

Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

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

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

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

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

- a. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.
- b. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Landowner in the performance of Landowner's obligations under this Agreement.
- c. If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.
- d. Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

ARTICLE 10. NOTICES

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

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

Planning Director
City of Roseville
311 Vernon Street
Roseville, California 95678

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

Baybrook Limited Partnership
c/o Regas, Frezados & Harp
111 West Washington Street, Suite 1525
Chicago, IL 60602
Attention: Mr. James A. Regas

With a copy to:

Marcus J. Lo Duca, Esq.
Lo Duca & Avdis, LLP
3721 Douglas Boulevard, Suite 300
Roseville, CA 95661

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

ARTICLE 11. ASSIGNMENT

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

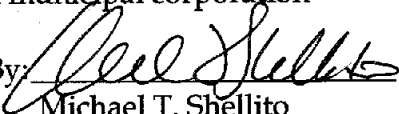
ARTICLE 12. FORM OF AGREEMENT, EXHIBITS

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

entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. ⁴⁸³², adopted by the Council of the City of Roseville on the 19th day of May, 2010.

CITY OF ROSEVILLE,
a municipal corporation

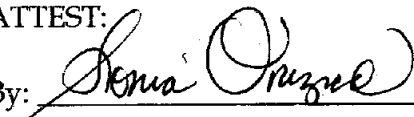
By: 
Michael T. Shellito
City Manager

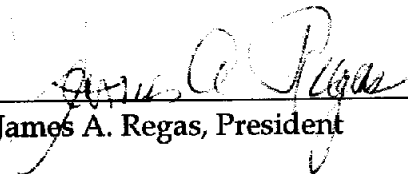
LANDOWNER:

BAYBROOK LIMITED PARTNERSHIP
a Delaware limited partnership

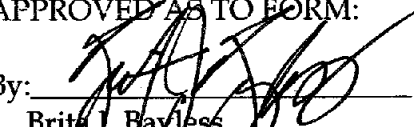
By: Dorrie, Inc., an Illinois Corporation
General Partner

ATTEST:

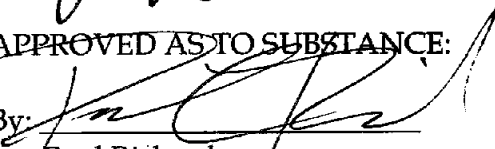
By: 
Sonia Orozco
City Clerk

By: 
James A. Regas, President

APPROVED AS TO FORM:

By: 
Brita J. Bayless
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
Paul Richardson
Planning Director

STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On May 20 , 2010, before me, Judy Moore, Notary Public, personally appeared Michael T. Shellito, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of the which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Judy Moore
Notary Public in and for said State



LIST OF EXHIBITS

- Exhibit A Property Legal Description
- Exhibit B Property Map
- Exhibit C Annexation Area and Plan Area
- Exhibit D Specific Plan Property Ownership
- Exhibit E Land Use Plan
- Exhibit F Affordable Housing Sites
- Exhibit G Backbone Lands
- Exhibit H Backbone Infrastructure Segments
- Exhibit I-1 Phasing Plan
- Exhibit I-2 Sub-Phasing Plan
- Exhibit J Road Improvements
- Exhibit K Traffic Signals
- Exhibit L Plan Alignment for Santucci Boulevard through Urban Reserve
- Exhibit M-1 City CIP Intersection Improvements
- Exhibit M-2 Baseline/Fiddymont Tier 1A Improvements
- Exhibit M-3 Baseline/Fiddymont Sierra Vista Ultimate Improvements
- Exhibit N-1 Baseline/Watt/Santucci Tier 1B Improvements
- Exhibit N-2 Baseline/ Watt/Santucci Sierra Vista Project Improvements
- Exhibit O Sewer Facilities
- Exhibit P-1 Wastewater Facilities for Reimbursement
- Exhibit P-2 Wastewater Reimbursement Schedule

- Exhibit Q Groundwater Wells
- Exhibit R Water Conservation Plan
- Exhibit S Water Facilities
- Exhibit T-1 Water Facilities for Reimbursement between Sierra Vista and Urban Reserve
- Exhibit T-2 Water Facilities for Reimbursement between Sierra Vista and Placer County Projects
- Exhibit U Recycled Water Facilities
- Exhibit V Recycled Water Facilities for Reimbursement
- Exhibit W Drainage Facilities
- Exhibit X Post Development 100 Year Floodplain
- Exhibit Y Electric Utility Improvements
- Exhibit Z Electric Substation Site
- Exhibit AA 230K and 60kV Easement Areas
- Exhibit BB Parks and Open Space
- Exhibit CC Parks Financing Plan
- Exhibit DD Bikeway Master Plan
- Exhibit EE Open Space Preserve Areas
- Exhibit FF Fire Station Exhibit
- Exhibit GG Reimbursements to West Roseville Specific Plan
- Exhibit HH DUE Allocation to Specific Plan Parcels for WRSP Reimbursements
- Exhibit II Infrastructure Phasing and Reimbursement Schedule

Exhibit JJ SVSP Infrastructure Fee Terms and Conditions

Exhibit KK Sample Assignment and Assumption Agreement



EXHIBIT "A"

**Legal Description for
Sierra Vista Development Agreement
Baybrook LP**

All that real property situated in a portion of Section 34, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being more particularly described as follows:

Property No.6 APN 017-150-009

Being a portion of the South Half of said Section 34 being further described as follows:

Commencing at the Southeast corner of said Section 35 running thence Westerly along the South line of said Sections 35 and 34 and the centerline of the County Road known as Base Line Road, a distance of 6130 feet to the Point of Beginning; thence from said Point of Beginning, North, parallel with the East line of said Section 35, a distance of 2640 feet to the North line of the South Half of said Section 34; thence West, on the North line of the South Half of said Section 34, a distance of 1320 feet; thence South, parallel with the East line of said Section 35, a distance of 2640 feet to the South line of said Section 34; thence East, along the South line of said Section 34, a distance of 1320 feet to the point of beginning.

EXCEPTING THEREFROM that portion contained in the Deed to Placer County, recorded December 22, 1890, in Book 55 of Deeds, Page 641.

Containing 79.8 acres, more or less.

See Exhibit "B" plat attached hereto and made a part hereof.

EXHIBIT "B"

BAYBROOK LP
017-150-009
PLACER COUNTY CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1652 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

dwk	N/A	03/17/2010	18254.SP
DRAWN BY	SCALE	DATE	JOB NO.
3-24-2010	09-14-26	job	

There are no references in this drawing.
P:\18254\survey-MS\mapping\plots\DA-EXHIBIT\DA-6.dwg

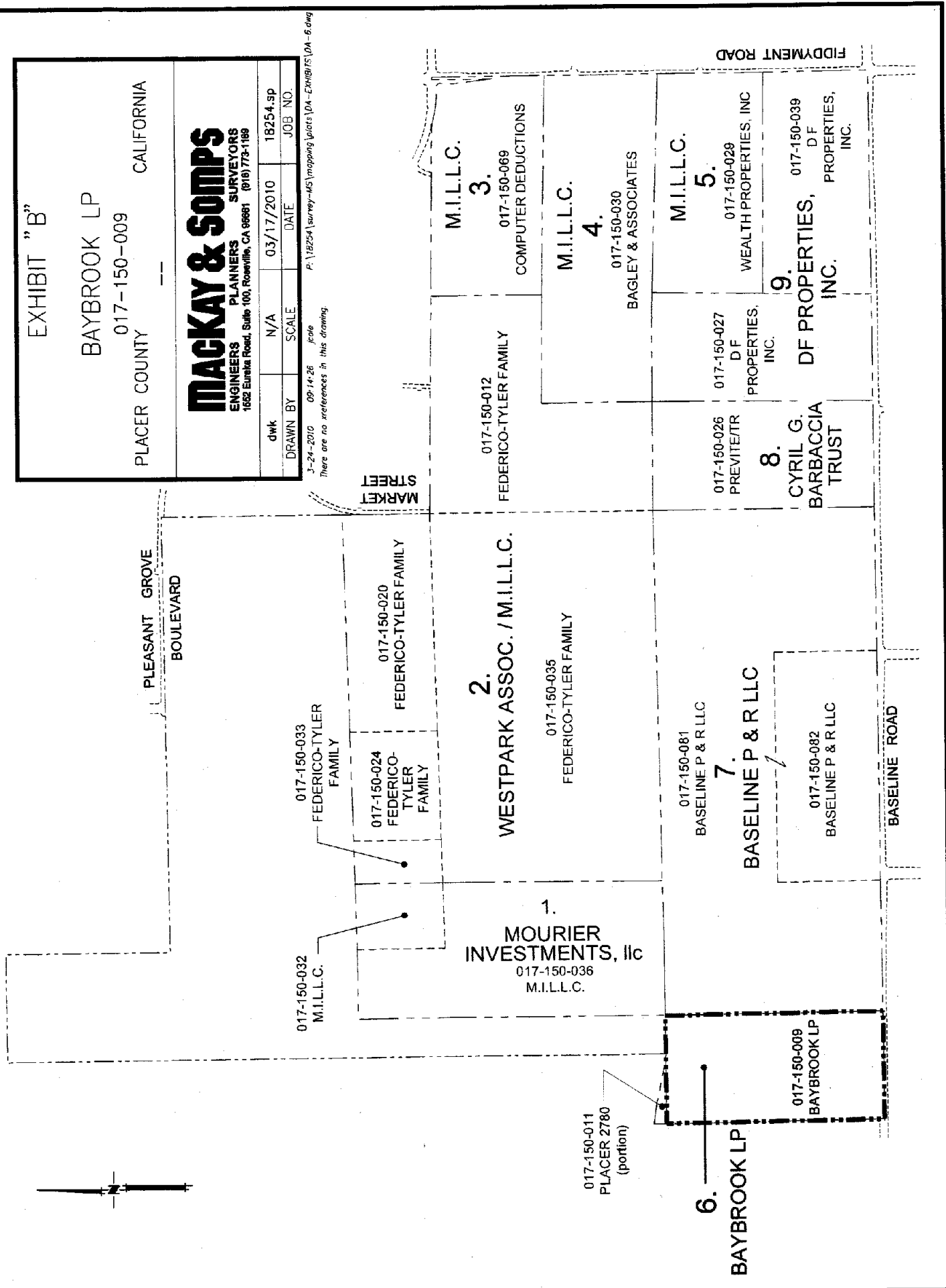
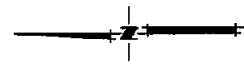
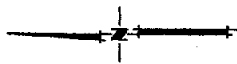


Exhibit C

Annexation Area & Plan Area



LEGEND

- ANNEXATION AREA (represented by a dashed line)
- PLAN AREA (represented by diagonal hatching)

PLEASANT GROVE BOULEVARD

MARKET STREET

FIDDYMENT ROAD

BASELINE ROAD

Exhibit C

Specific Plan Property Ownership

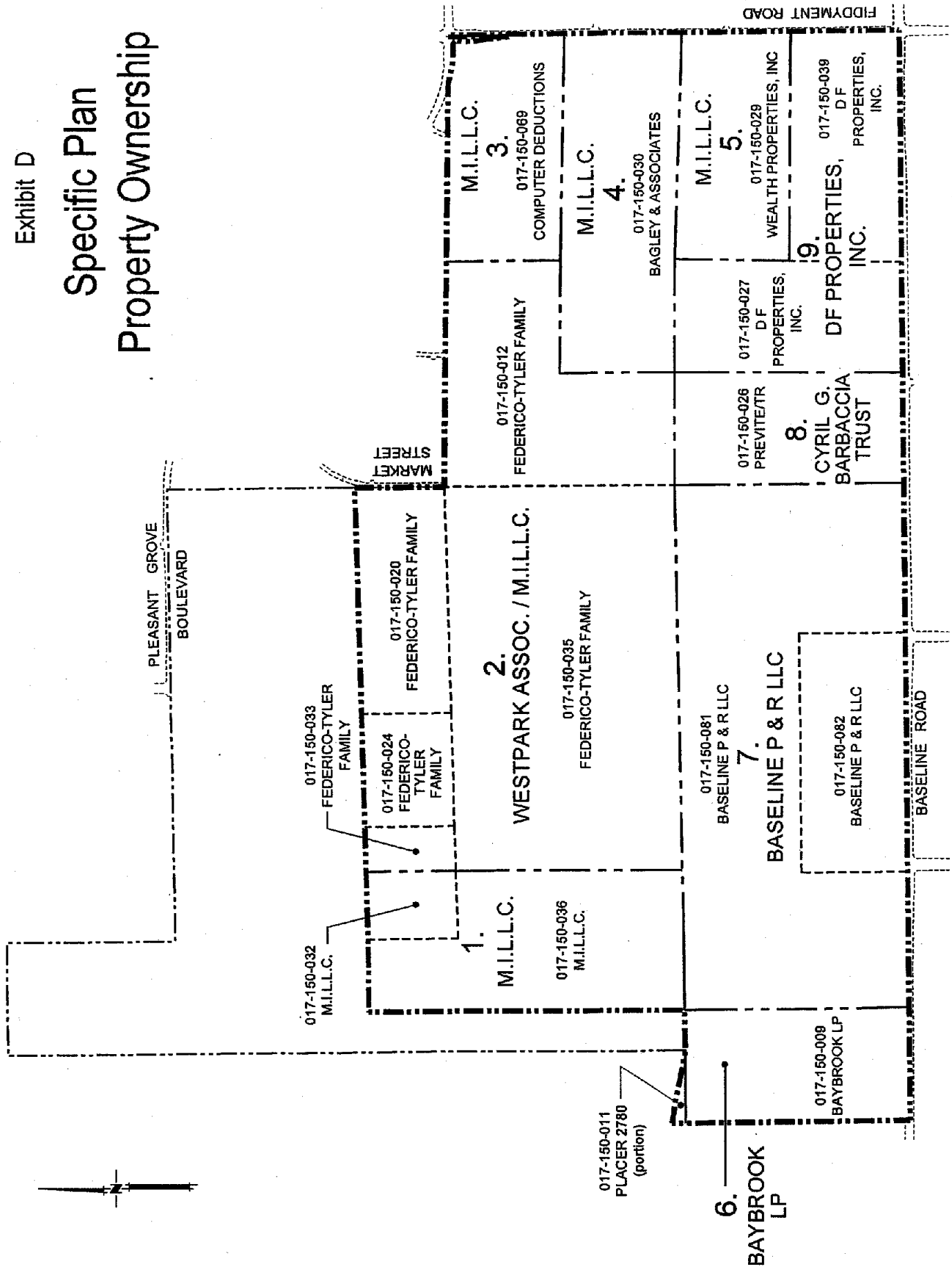


Exhibit E Land Use Plan

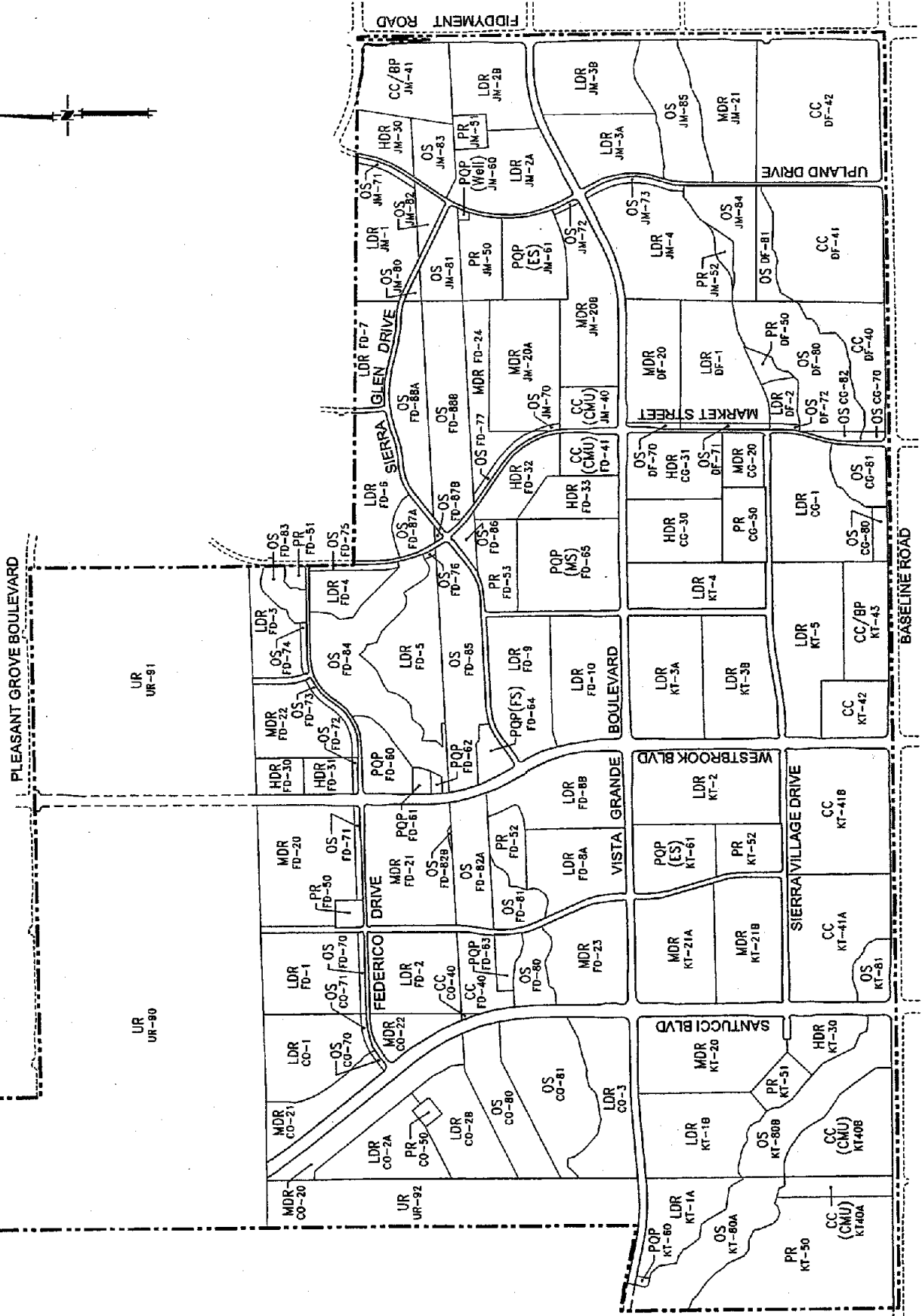
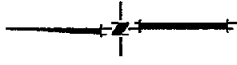


Exhibit G Backbone Lands

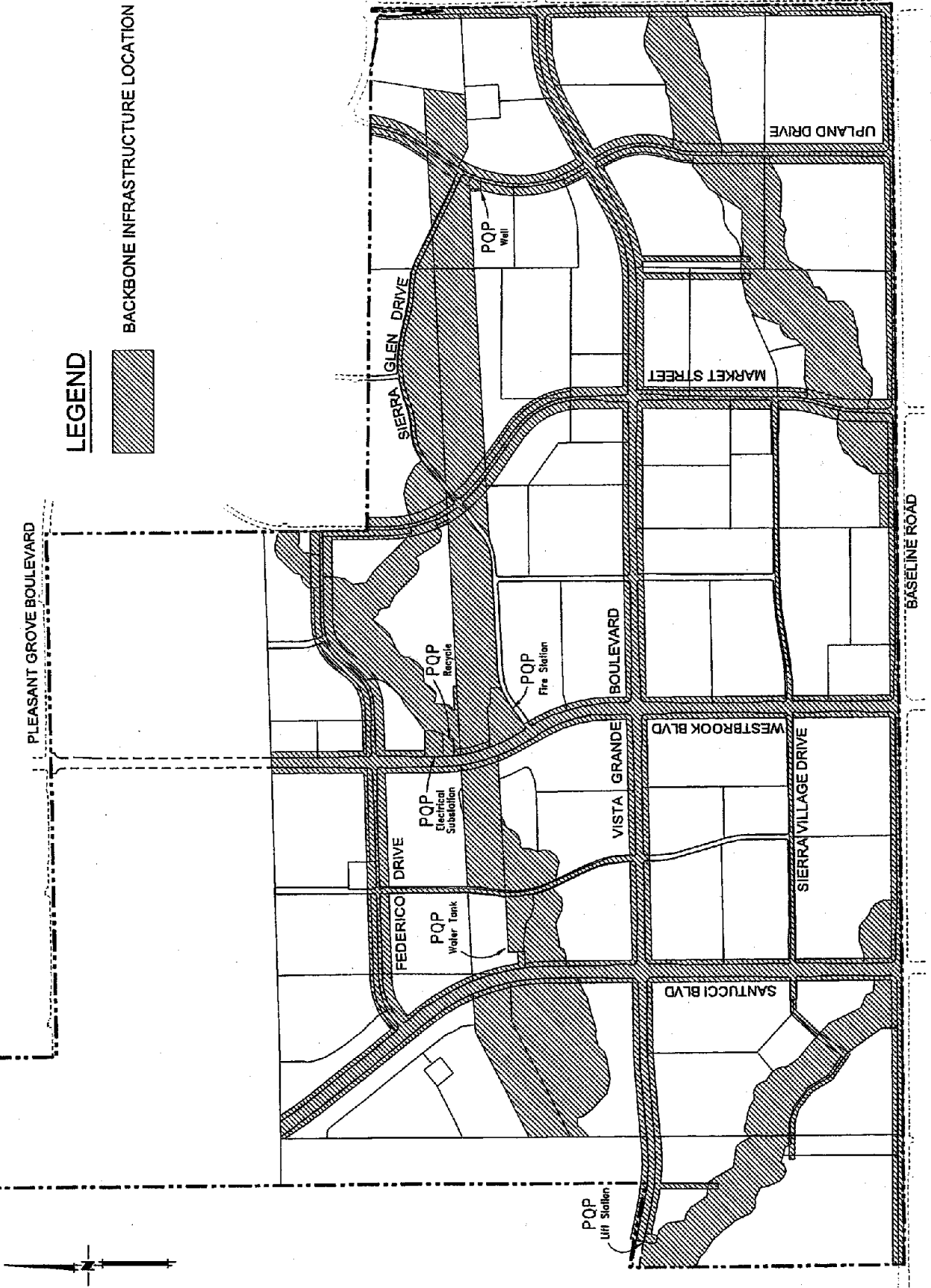


Exhibit H

Backbone Infrastructure Segments

LEGEND

- SEGMENT 1
- SEGMENT 2
- SEGMENT 3
- SEGMENT 4
- SEGMENT 5
- SEGMENT 6
- SEGMENT 7
- SEGMENT 8
- STORM DRAIN
- SEWER
- WATER
- RECYCLED WATER
- PQP SITES
- OPEN SPACE/ DETENTION/ WETLAND CREATION

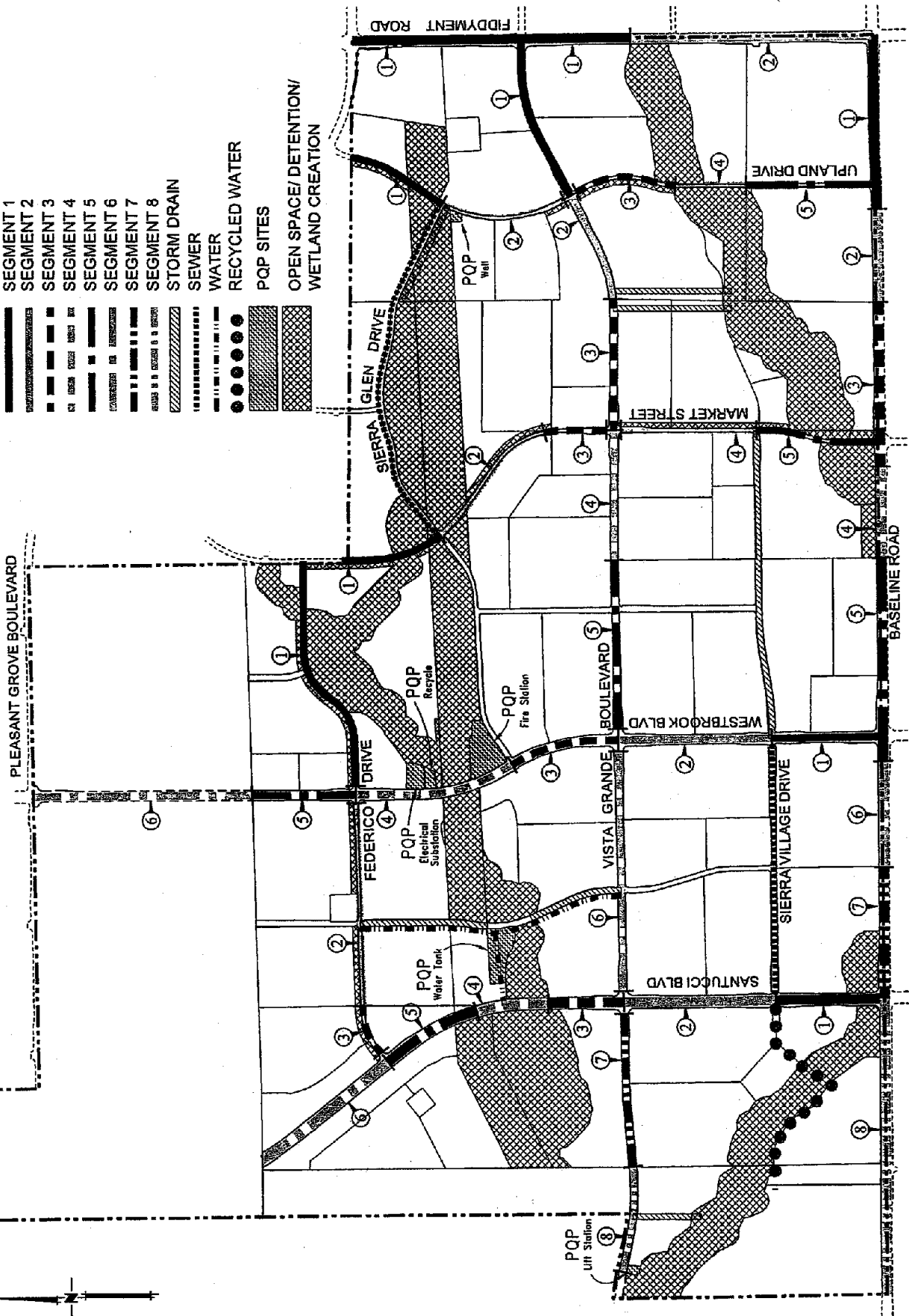



Exhibit I-1 Phasing Plan

LEGEND
 PHASE LINE

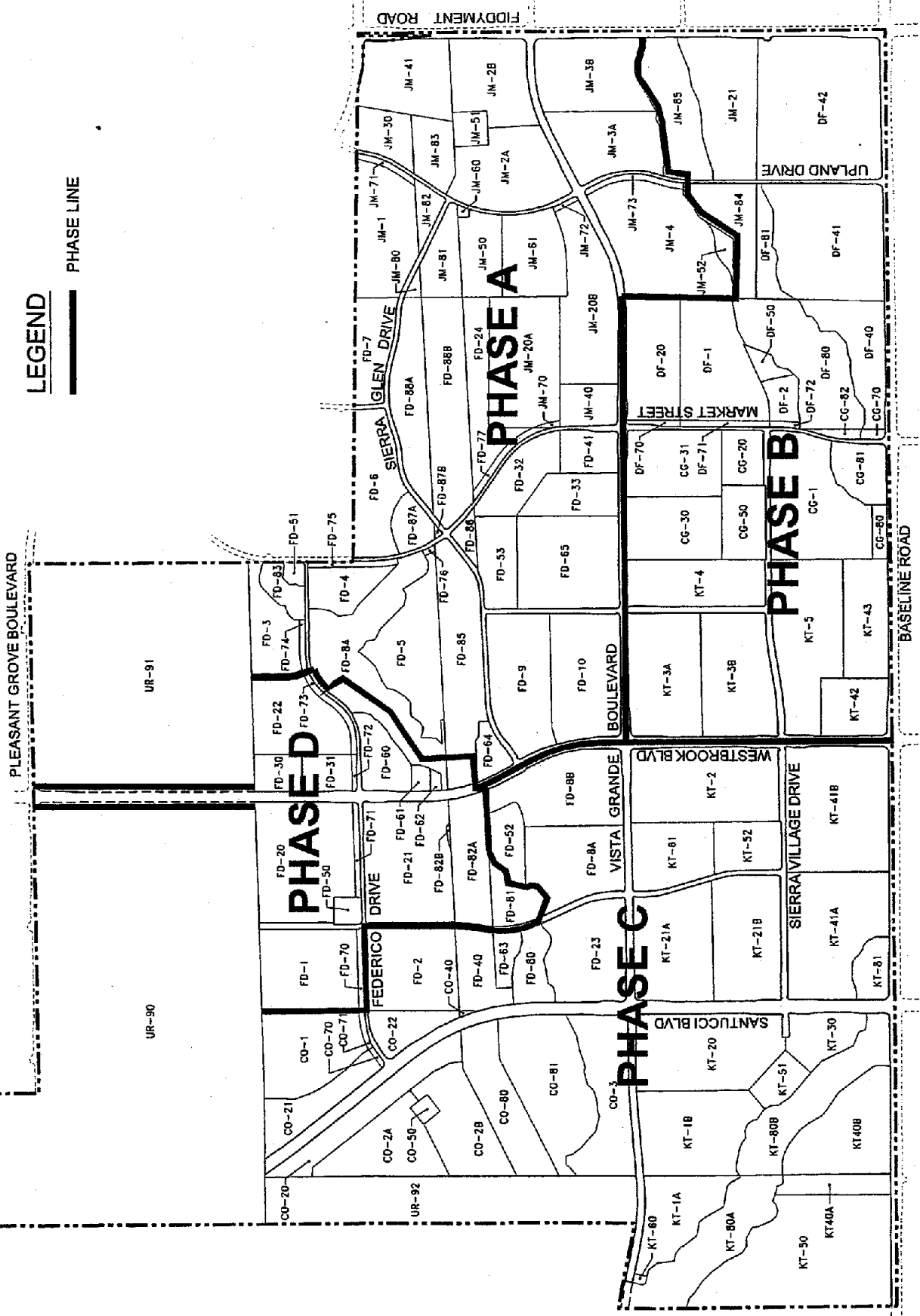
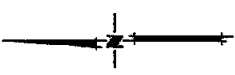
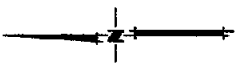


Exhibit I-2 Sub-Phasing Plan



LEGEND
 - - - - - CONCEPTUAL SUB-PHASE LINE

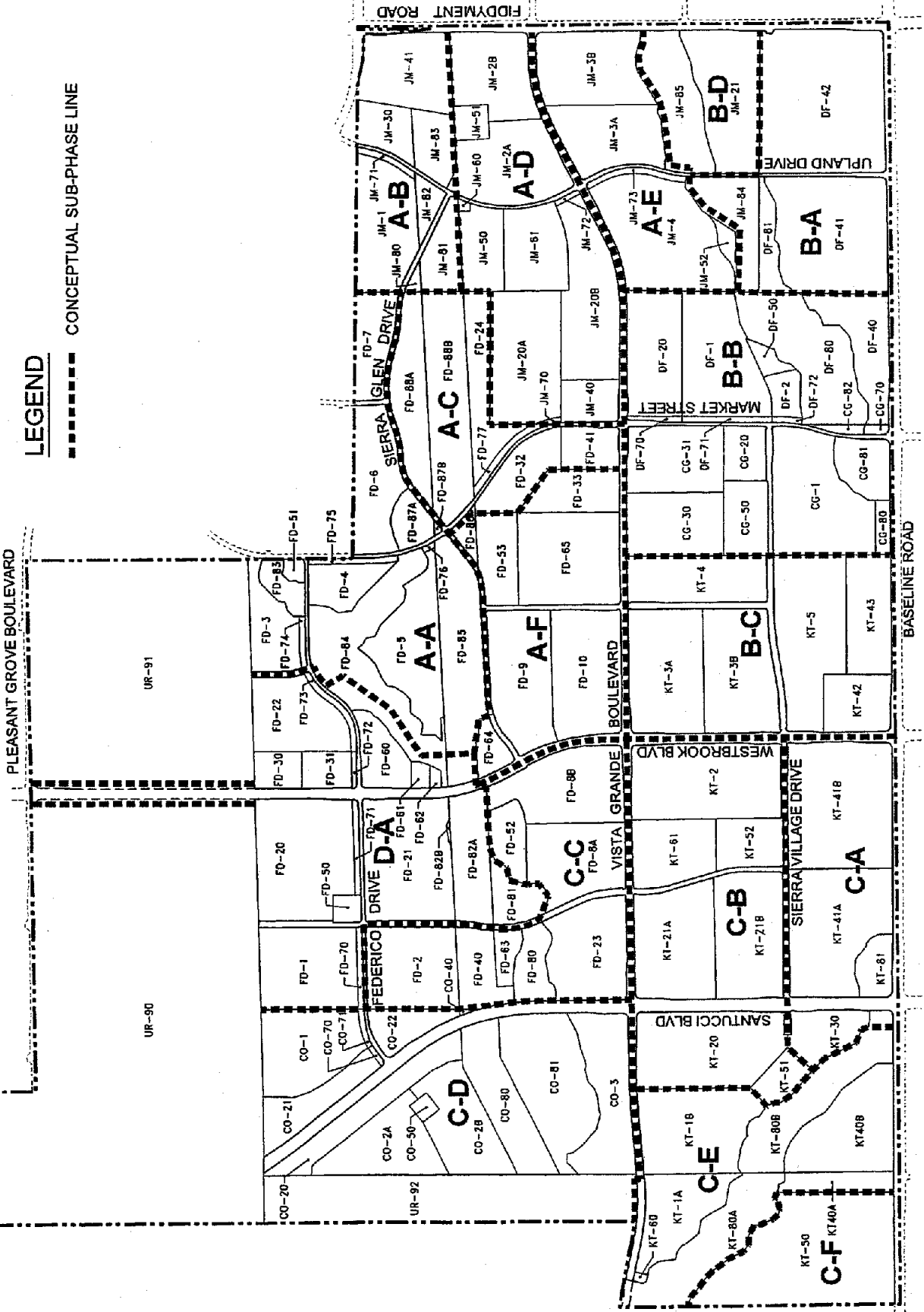


Exhibit J Road Improvements

LEGEND

- 4, 6 or 8 LANE ARTERIAL STREET*
- 2 LANE COLLECTOR STREET
- PRIMARY RESIDENTIAL
(may be part of a Tentative Map In-tract Improvement)

* 8 lane section for Santucci Blvd. consists of 6 vehicular lanes and 2 BRT lanes.

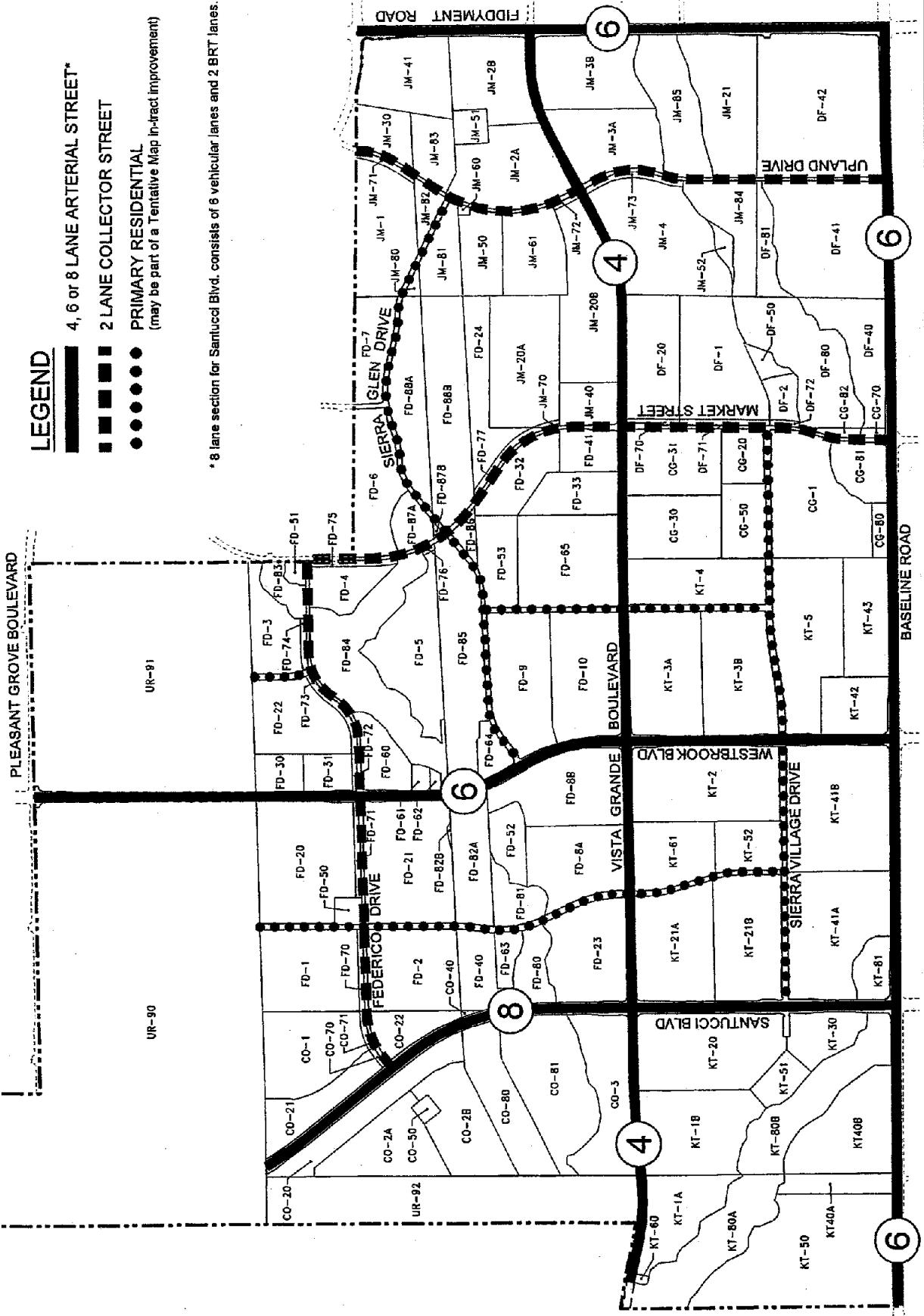
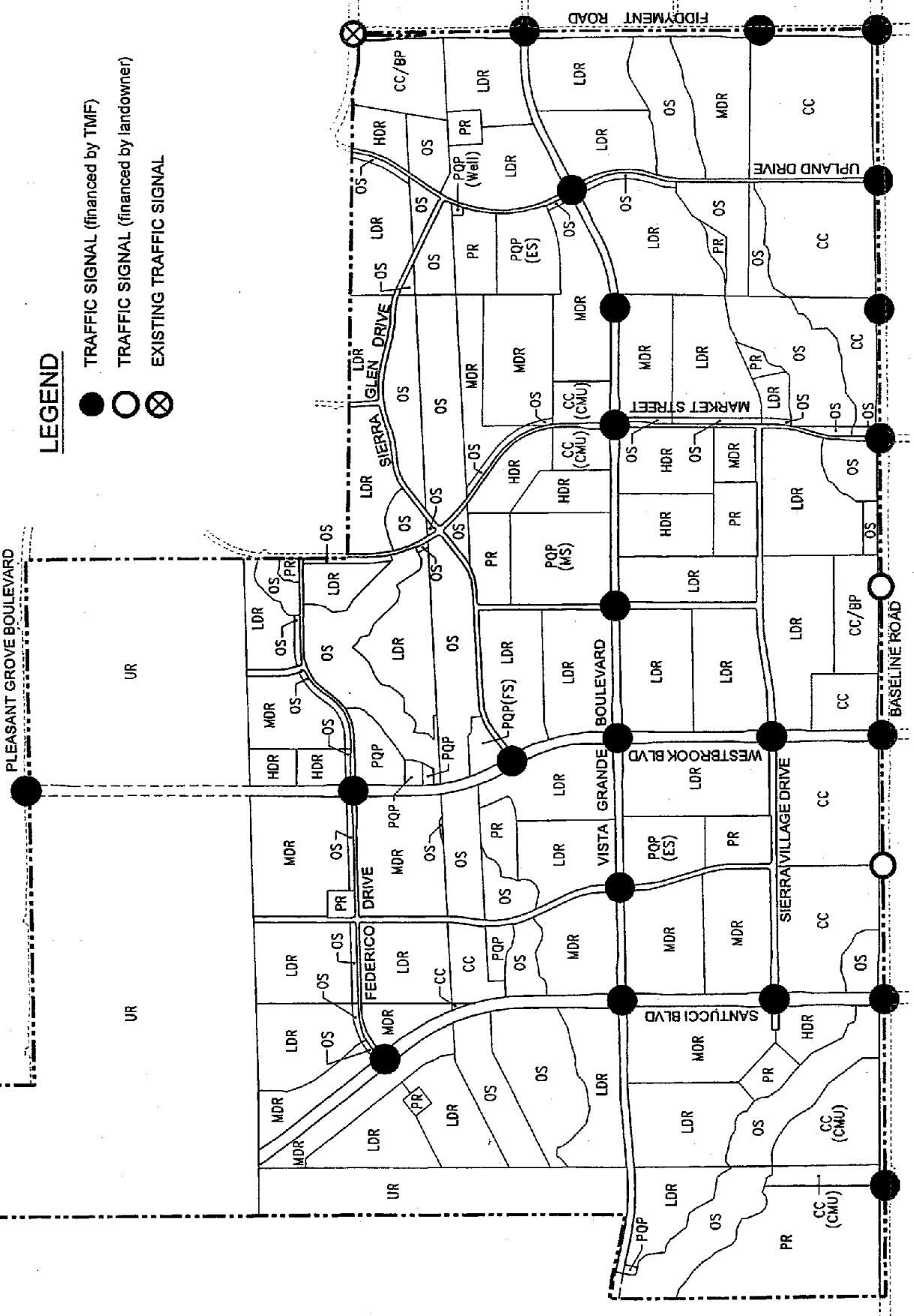
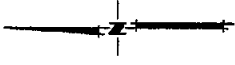


Exhibit K Traffic Signals



- LEGEND**
- TRAFFIC SIGNAL (financed by TMF)
 - TRAFFIC SIGNAL (financed by landowner)
 - ⊗ EXISTING TRAFFIC SIGNAL

Exhibit M-1 City CIP Intersection Improvements

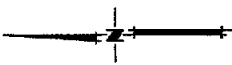
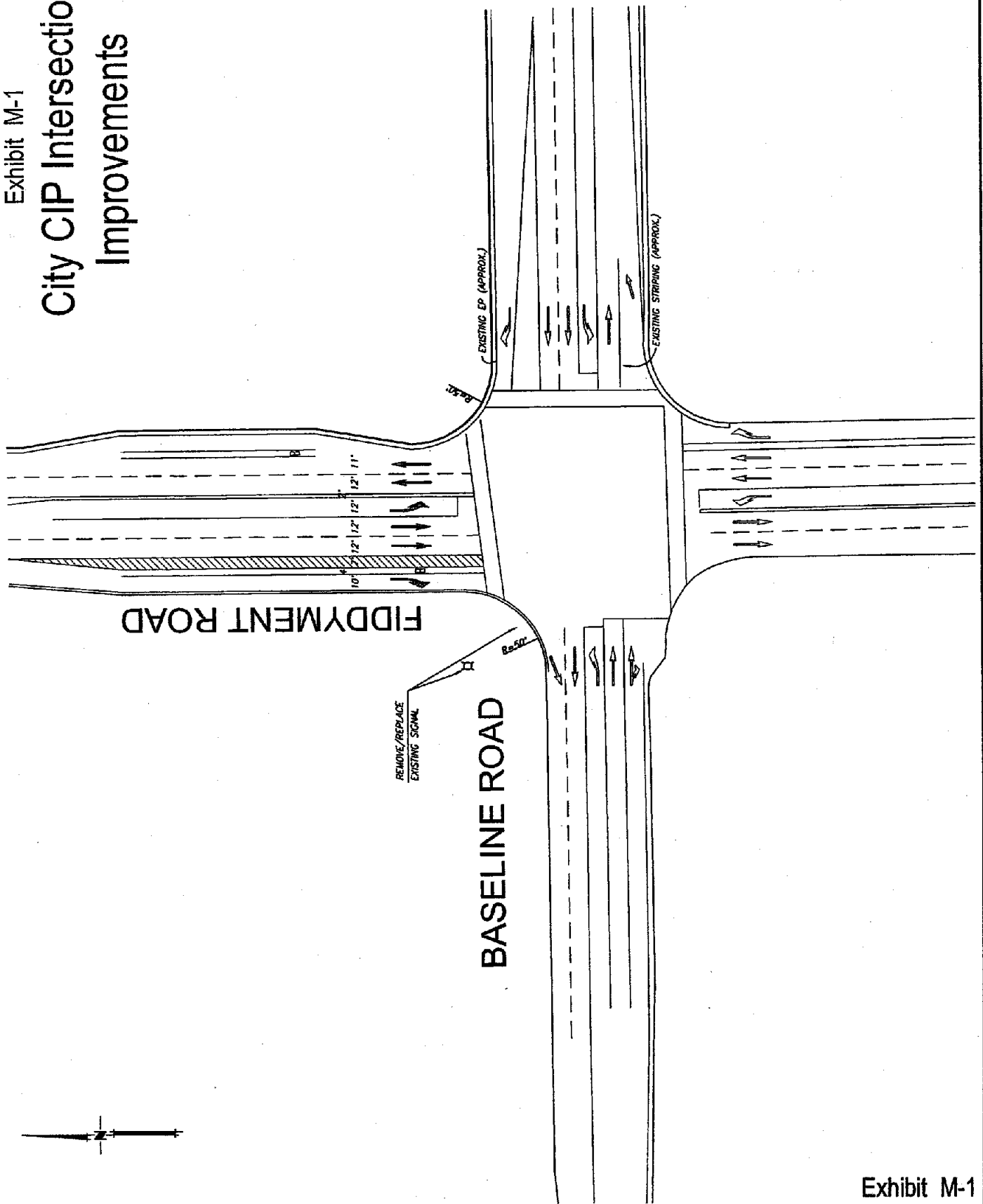


Exhibit M-2
Baseline/ Fiddymment
Tier 1A Improvements

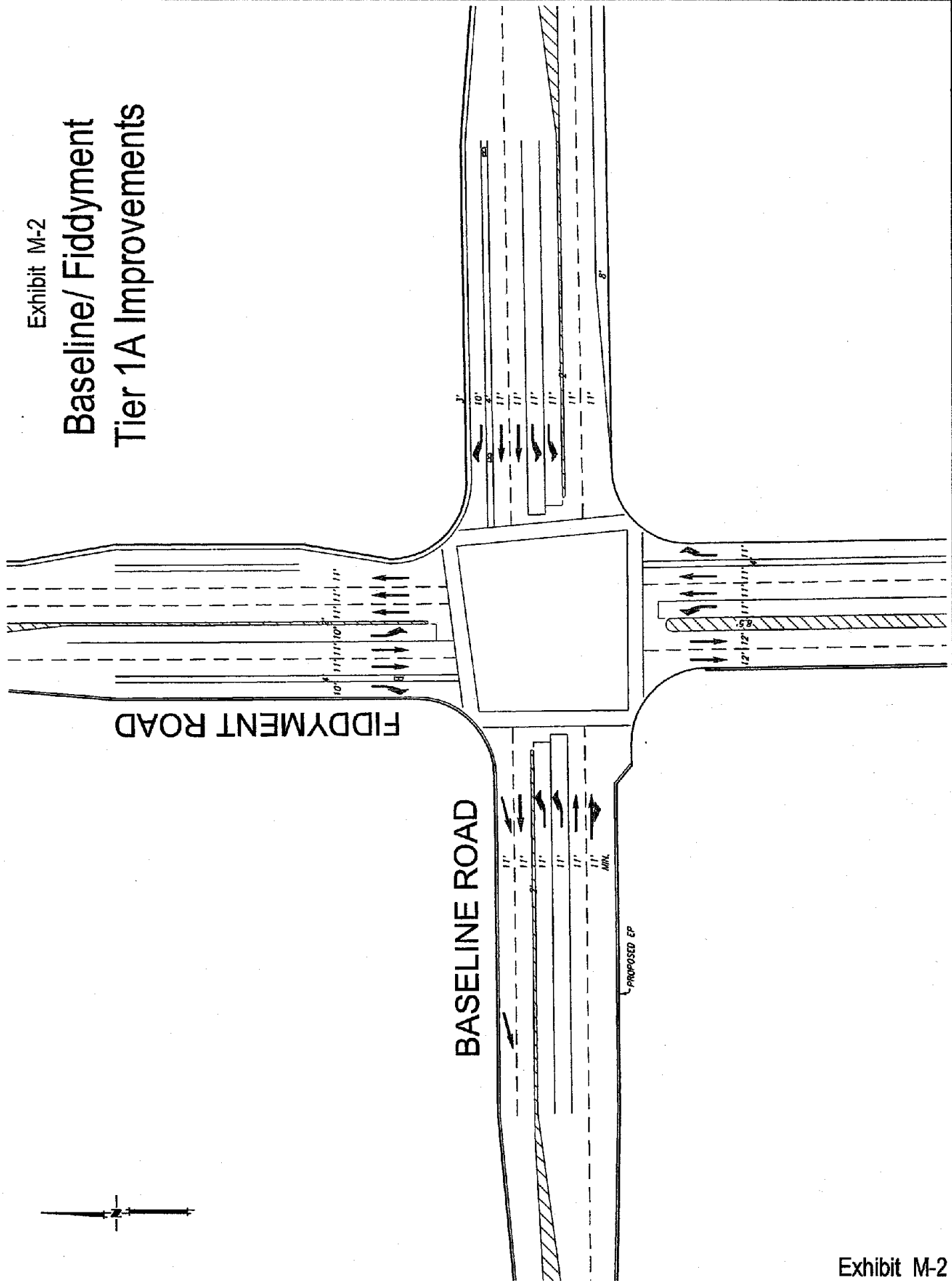
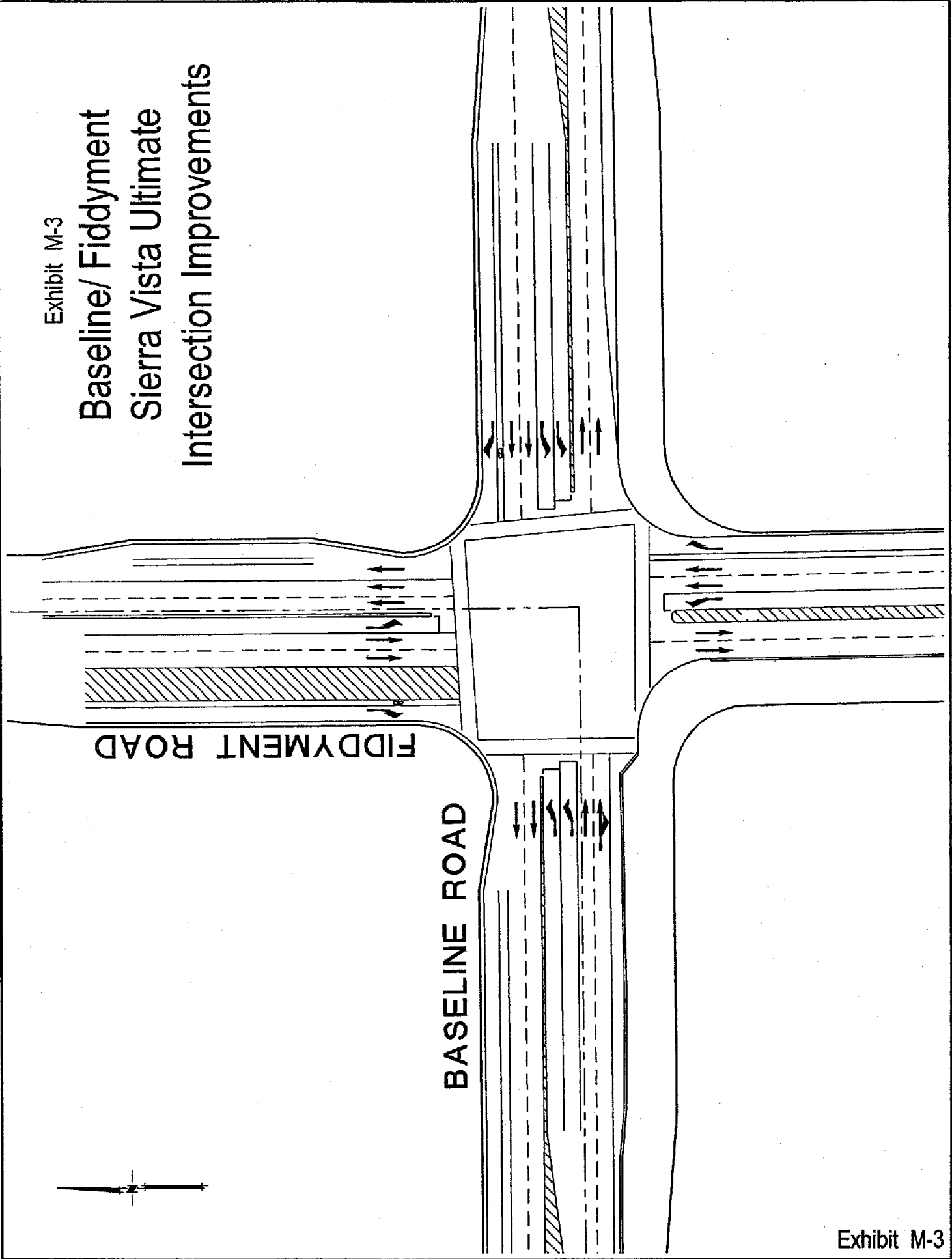


Exhibit M-3

Baseline/ Fiddymment Sierra Vista Ultimate Intersection Improvements



FIDDYMENT ROAD

BASELINE ROAD

Exhibit N-1

Baseline/ Watt/ Santucci Tier 1B Improvements

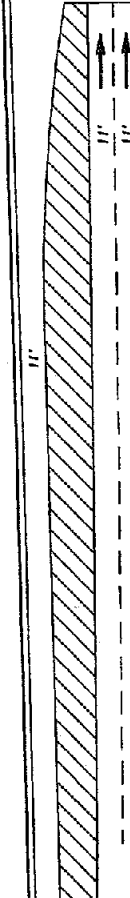


BASELINE ROAD

(EXISTING EP (APPROX.))



(PROPOSED EP)



WATT AVENUE



Exhibit N-2
 Baseline/ Watt/ Santucci
 Sierra Vista Project
 Intersection Improvements

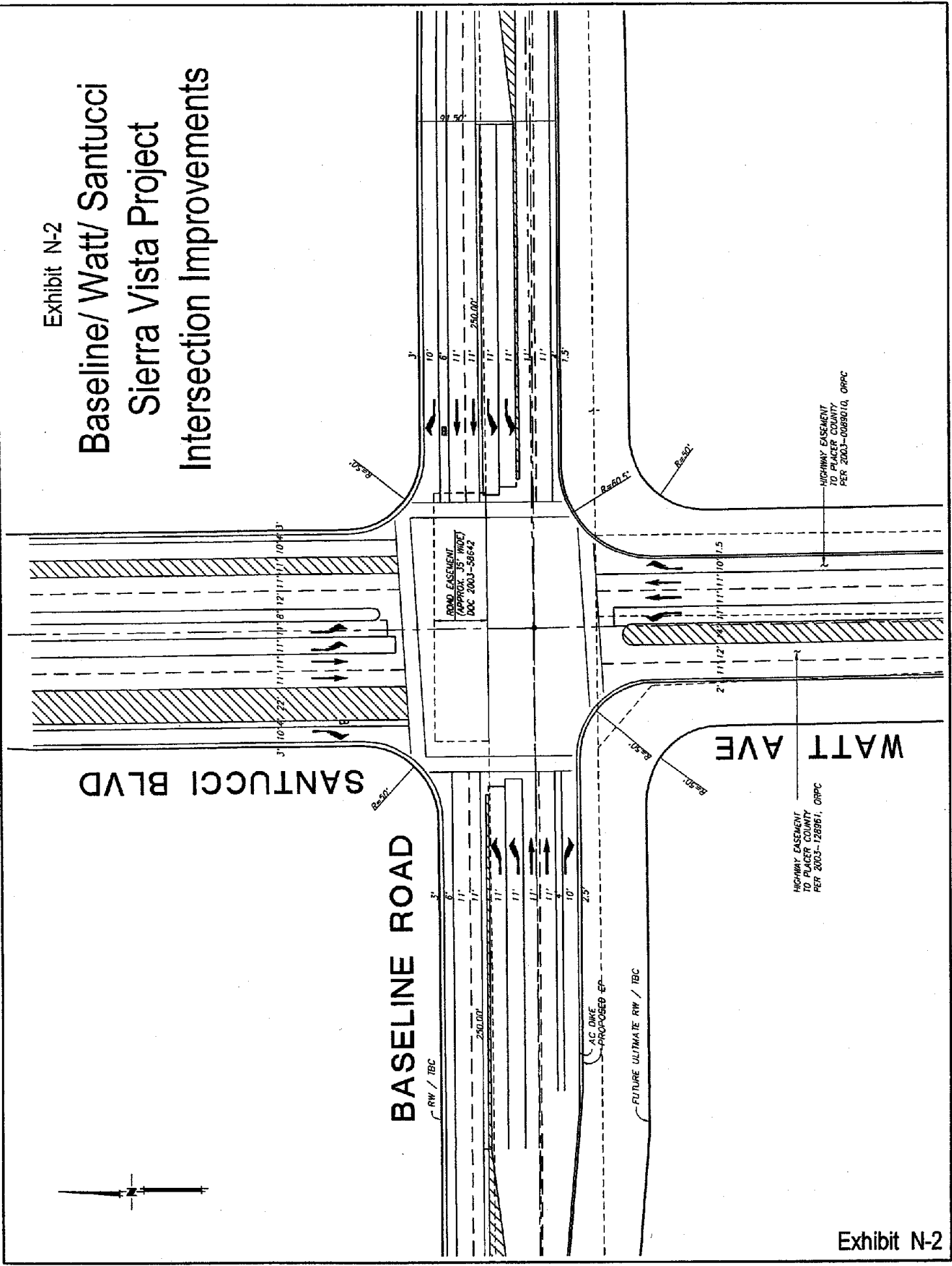
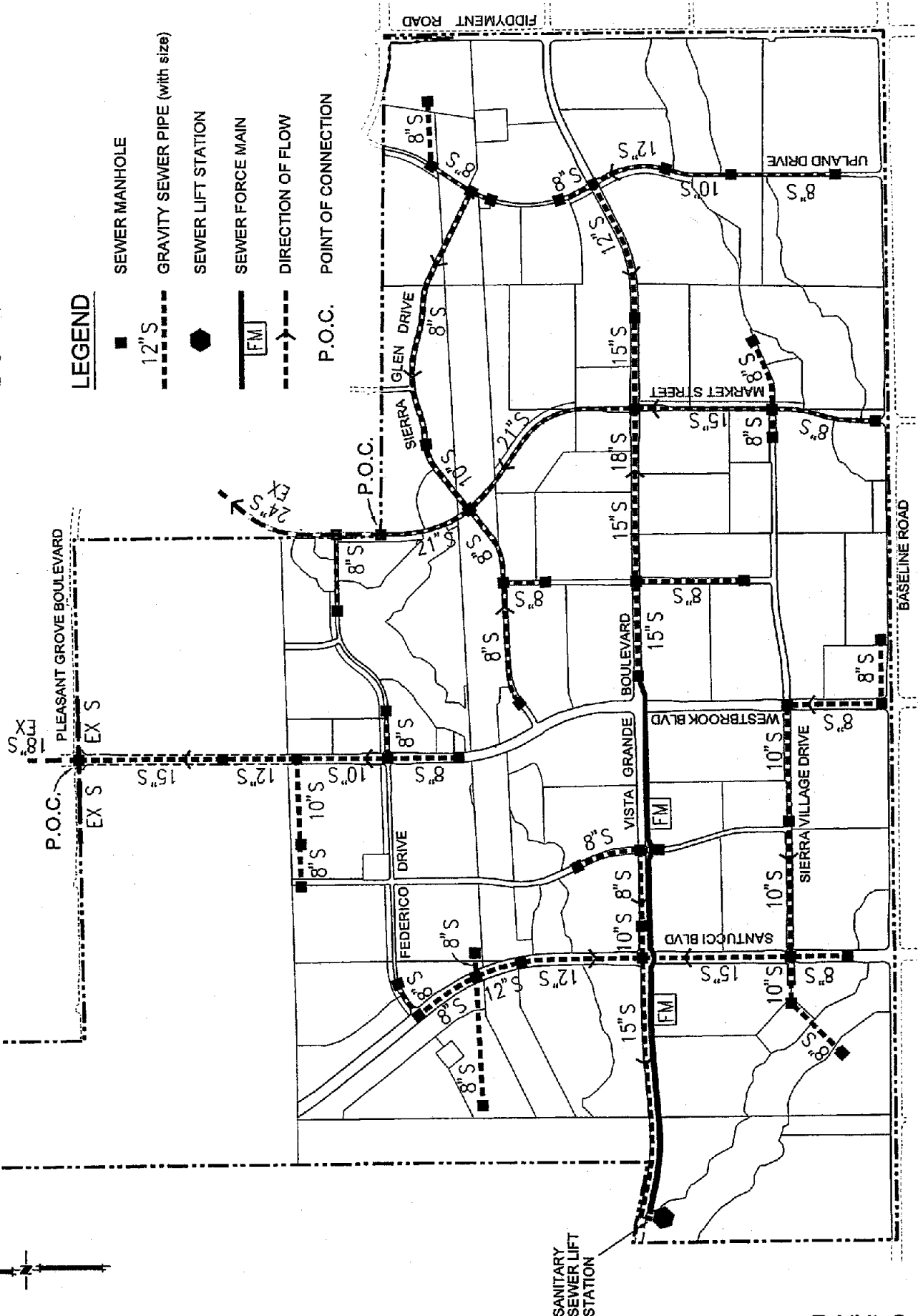
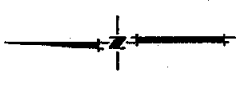


Exhibit O Sewer Facilities



LEGEND

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

Wastewater Facilities for Reimbursement

LEGEND

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

Note: see Exhibit II for Reimbursement Detail.

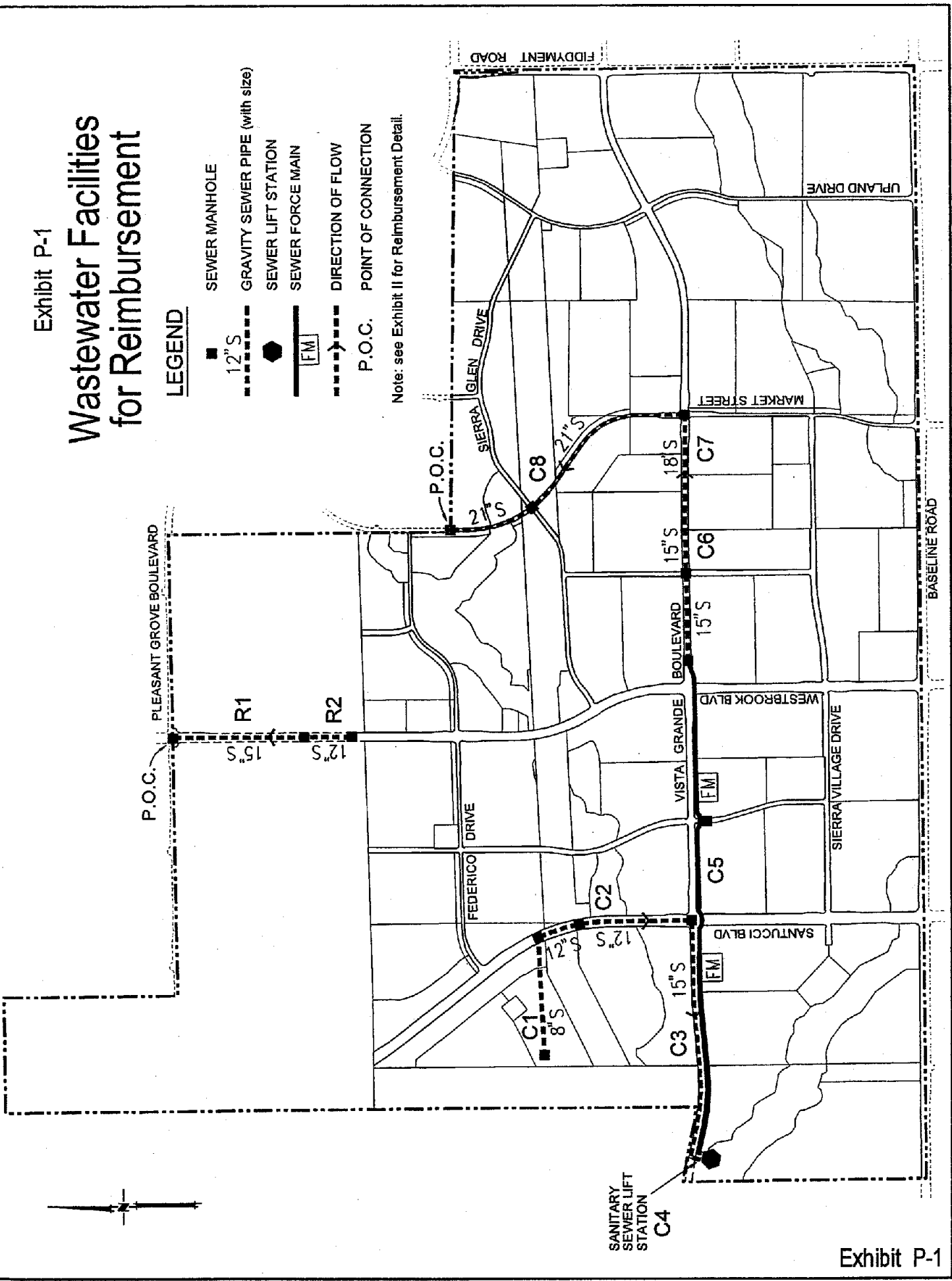


Exhibit P-2

Wastewater Reimbursement Schedule

SVSP - REIMBURSEMENT FOR WASTEWATER FACILITIES

RICHLAND REIMBURSEMENT										
NO	CONTRIB. NODE #	SEWER LINE SEGMENT	PIPE SIZE (Inches)	QA (mgd)	CONTRIBUTING FLOW (mgd)		% REIMBURSEMENT			
					SVSP	RICHLAND	CHAN	SVSP	RICHLAND	CHAN
1	540	SMH 540-545	12	0.151	0.151	0	0	100	0	
2	545	SMH 545-550 (R2)	12	0.182	0.151	0.031		83.0	17.0	
3	550	SMH 550-575 (R1)	15	0.240	0.151	0.089		62.9	37.1	
5	575	P.O.C.	18							EXISTING
CHAN REIMBURSEMENT										
1	115	C1	8	0.063	0.036		0.027	57.1		42.9
2	125	C2	12	0.128	0.101		0.027	78.9		21.1
3	140	C3	15	0.502	0.475		0.027	94.6		5.4
4	160	C4	Lift Station	0.542	0.515		0.027	95.0		5.0
5	160	C5	FM	0.542	0.515		0.027	95.0		5.0
6	160A	C6	15	0.581	0.554		0.027	95.4		4.6
7	195	C7	18	0.626	0.599		0.027	95.7		4.3
8	270	C8	21	1.138	1.111		0.027	97.6		2.4
9	360	C9	24							EXISTING

Data Source: Exhibit 2 of the SVSP Sanitary Master Plan (May 26, 2009)

Exhibit Q Groundwater Wells

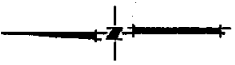
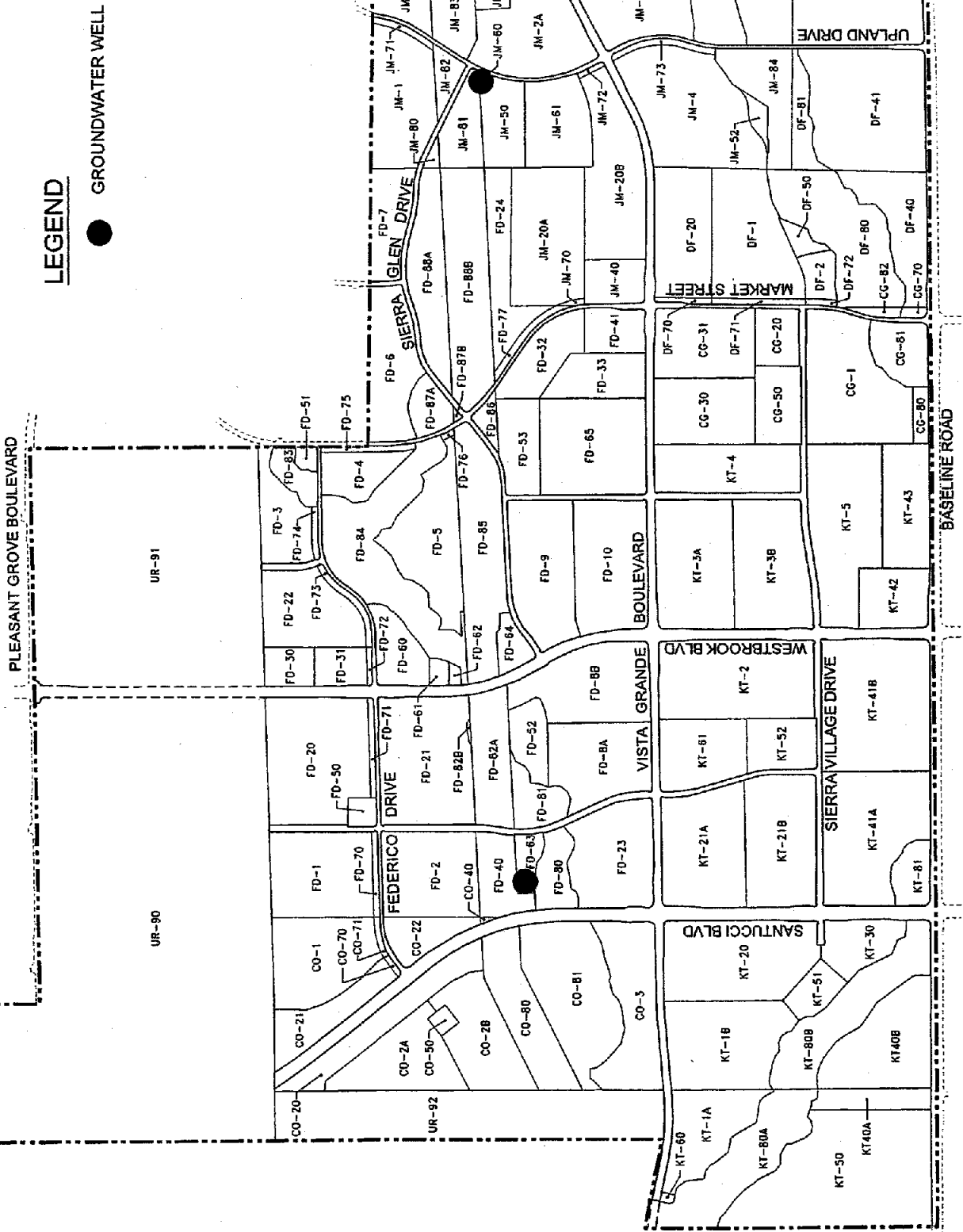


Exhibit R

Water Conservation Plan

Technical Memorandum



To: Jeff Jones

From: Michael Hyatt

Reviewed by: Curtis Lam

Subject: TM #1 - Sierra Vista Specific Plan Water Conservation Plan

Date: July 6, 2009

Introduction

HydroScience Engineers (HSE) was retained by the Sierra Vista Owners Group to prepare a Water Conservation Plan (WCP) for the Sierra Vista Specific Plan (SVSP). The City of Roseville (City) has requested that the SVSP incorporate water conservation measures into the design of the SVSP that reduce the overall water demands for the combination of potable and/or recycled water.

There are no specific water conservation requirements or guidance beyond those in the building or plumbing codes in California. There are a wide number of methods for increasing water use efficiency that could be feasible for this project. This technical memorandum presents potentially feasible efforts and planning approaches to reduce SVSP water usage to meet the City's request. The potential reduction in demand for several of these methods is presented in this memorandum. This is done in the followings steps:

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

The scenario evaluated in this Technical Memorandum was the SVSP Base scenario, which excludes the Chan and Richland parcels.

Baseline Water Use

The baseline water use for the project was established using the City's standard water use factors. These water use factors are based on historic data and water use trends developed by MWH in TM #1 (MWH, 2002). These factors are presented in Table 1. The water use factors used in the SVSP Potable Water Master Plan were set to match these values.

Table 1: Water Use Factors and Demands

Land Use Designation	Abbreviation	Total Area (acres)	Dwelling Units	Water Use Factor ¹	Annual Demand ⁽²⁾ (AFY)
Residential					
Low Density Residential	LDR	502.4	2,524	varies	1,684
Medium Density Residential	MDR	250	2,221	323 gpd/DU	818
High Density Residential	HDR	67.9	1,650	177 gpd/DU	327
Non-Residential					
Commercial Mixed Use	CC (CMU)	32	255	177 gpd/DU + 2,598 gpd/acre	144
Park	PR	90.6	-	2,988 gpd/acre	303
Open Space	OS	256.6	-	0 gpd/acre	0
Public/Quasi-Public (all)	P/QP	57.5	-	varies	213
Community Commercial	CC	141.7	-	2,598 gpd/acre	412
Commercial/ Business Park	CC/BP	24.5	-	2,598 gpd/acre	71
Landscape Corridor	LC	70.1	-	2,988 gpd/acre	235
Paseo	P	13.9	-	2,988 gpd/acre	47
Urban Reserve	UR	432.2	-	-	0
Major Roads	ROW	124.7	-	-	0
Subtotals		+/- 2064	6,650		4,254

Notes:

1. Demand use factors are based on the MWH TM1 "Conservative Scenario" (MWH, 2002)
2. Annual demand based on the SVSP Base land use plan, updated July 1, 2009.

Water usage in residential areas is considerably different from that in non-residential areas. For residential areas that have water use factors based on dwelling units, the base usage rate described above in Table 1 was divided into a number of categories based on typical patterns of water use in a residential area as presented in Table 2. This typical water usage information was taken from the City of Roseville FAQ's regarding water conservation (<http://www.roseville.ca.us/faqs/categoryqna.asp?id=7#790>). This estimate was used to quantify the impact of various conservation measures would have on the Project's water demand.

Table 2: Typical Residential Water Usage

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

Notes:

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

For single-family residences, the water demand for landscaping was split between the front and back of the residence. It was assumed that 60% of the demand would be in the back and 40% would be in the front. This division of landscaping between the front and back yards was estimated with greater demand in the back yard than the front yard due to driveways limiting the irrigation in a typical front yard.

This assumption established the base front yard demand of 20.4% of total residential water usage and the base backyard demand of 30.6% of total residential water usage. This baseline water use data can be seen in Table 3.

Table 3: Residential Base Water Use

Land Use Designation	Annual Demand (AFY)	Annual Front Yard Demand (AFY)	Annual Back Yard Demand (AFY)
Low Density Residential	1,684	344	515
Medium Density Residential	818	167	250
High Density Residential	327	63	100
Sub-Total	2,829	574	865

Water demands were separated for the front and back yards to allow for different conservation measures in each. Steps like limiting turf in the front yards may not necessarily be feasible in the back yard.

Methods for Reducing Water Consumption

Methods that could be used in combination to reduce the SVSP Base water consumption by an estimated 20% are presented below.

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

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

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

- When accounting for driveways and hardscape areas, the landscaped area in the front yard represents 70% of the front yard area. This area would be reduced 42% of the front yard.
- The remaining 28% of the front yard landscaped area will be planted with low water using materials. This results in the following front yard areas: 30% hardscape (driveway, paths), 42% turf, 28% low water use plantings.
- For the Roseville area, low water usage materials on average use 30% of water used on turf (a 70% water savings). This is based on estimates by the Fair Oaks Horticultural Center (Garden Notes, June 2008), that low water use plantings use between 65-75% less water than an average lawn (i.e. turf).
- Low water usage areas will utilize low volume irrigation systems like a drip or micro spray system design to achieve uniformity of 90% rather than an overhead spray irrigation system.

Table 4 presents the results of the residential water savings for replacing landscape turf.

Table 4: Reduced Landscape Turf Water Savings

Land Use Designation	Annual Front Yard Demand ² (AFY)	Base Turf Area ¹	New Turf Area ¹	Low Water Use Area ¹	Reduced Annual Front Yard Demand (AFY)	Water Savings for Reduced Turf (AFY)
Low Density Residential	344	70%	42%	28%	248	96
Medium Density Residential	167	70%	42%	28%	120	47
High Density Residential	63	70%	42%	28%	45	18
Sub-Total	573				412	161

Notes:

1. As a percentage of the front yard.
2. From Table 3.

It was noted that high-density residential land uses would be irrigated with recycled water, and would conserve recycled water.

As an example of how these values were calculated, the calculation for the reduced annual front yard demand is presented below. For the low-density residential land uses, reducing the initial turf area from 70% to 42% and replacing that area (28%) with low water use plantings resulted in the following annual demands.

$$344AFY * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) = 248AFY$$

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

- Parks were assumed to use 98% of all water for landscape irrigation.
- Parks were estimated to irrigated approximately 80% of their parcel area. It was assumed the 80% turf would be reduced to 60%, with the remaining 20% turf being converted to low water use plantings.
- Both landscape corridors and paseos are assumed to use 100% of their water for landscape irrigation.
- Both landscape corridors and paseos were assumed to irrigate approximately 80% of their parcel area with turf. This was reduced to 30% turf and 50% low water use plantings.
- For the Roseville area, low water usage plantings were assumed to average use 30% of water used on turf (a 70% water savings).
- Low water usage areas will utilize low volume irrigation systems like a drip or micro spray system design to achieve uniformity of 90% rather than an overhead spray irrigation system.

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

Table 5: Reduced Landscape Turf Water Savings

Land Use Designation	Annual Irrigation Demand ² (AFY)	Base Turf Area ¹	New Turf Area ¹	Low Water Use Area ¹	Reduced Irrigation Demand (AFY)	Water Savings for Reduced Turf (AFY)
Parks	297	80%	60%	20%	245	52
Paseos	47	80%	30%	50%	26	21
Landscape Corridors	235	80%	30%	50%	132	103
Sub-Total	579				403	176

Notes:

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

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

Fourteen studies estimating the percentage of water conservation associated with the use of smart irrigation controllers were summarized in a paper published by the US Bureau of Reclamation (USBR, April 2008). These studies estimated the range of water savings associated with their use to be between 7-41%. This document instead uses a value of 20% for the estimate of water savings from the use of smart irrigation controllers.

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

The additional savings expected with the use of a smart irrigation controller are presented in Table 6. All of the land using turf reduction measures would also employ smart irrigation controllers. These calculations assume that the area of turf is reduced as described above.

Table 6: Smart Irrigation Controller Water Savings

Land Use Designation	Original Demand (AFY)	Reduced Demand (AFY)	Water Savings (AFY)
Low Density Residential			
Front Yard	249	199	50
Back Yard	519	415	104
Medium Density Residential			
Front Yard	118	94	24
Back Yard	246	197	49
High Density Residential			
Front Yard	45	36	9
Back Yard	100	80	20
Parks	245	196	49
Paseo	26	21	5
Landscape Corridors	132	106	26
Sub-Total	1,680	1,344	336

Notes:

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

As an example, for the low density residential front yards, the annual demand is 249 AFY. Assuming that this demand is reduced by 20% when using smart irrigation controllers, the reduced demand is estimated to be:

$$249 \text{ AFY} * (80\%) = 199 \text{ AFY}$$

Recirculating hot water: Recirculating hot water systems use a pump to keep the water in the hot water lines circulating back to the water heater to keep the water in the hot water lines hot. This provides hot water at the tap immediately and prevents having to let cold water flow until the water heats up. These systems can be operated in a number of different ways but all conserve water in the same manner. For this study, it was estimated that each draw for hot water would waste approximately 1.25 gallons per day. This is equivalent drawing water through 50 ft of 3/4" pipe with each draw, and drawing hot water in this manner six times per day per dwelling unit. The expected savings are presented in **Table 7**.

Table 7: Re-circulating Hot Water Savings

Land Use Designation	Dwelling Units (DU)	Water Savings for Recirculating Hot Water (AFY)
Low Density Residential	2,524	21
Medium Density Residential	2,221	19
High Density Residential	1,650	14
Commercial Mixed Use	255	2
Sub-Total	6,650	56

As an example, for the low density residential, the total number of dwelling units is 2,524. The reduced water demand would be estimated to be:

$$2,524 \text{ DU} * 7.5 \frac{\text{gal}}{\text{day}} * \frac{\text{AF}}{325,851 \text{ gal}} * 365 \text{ day/yr} = 21 \text{ AFY}$$

Summary

The total volume of water conservation estimated when implementing these water conservation measures for the SVSP Base land use plan is summarized in Table 8. This volume of water conservation includes both conservation of potable and recycled water.

Table 8: Water Conservation Estimate

Method	Water Savings (AFY)	Percentage Reduction ¹
Reduced landscape turf – residential front yards	161	3.8%
Reduced landscape turf – parks, paseos, landscape corridors	176	4.1%
Smart irrigation controllers – all types of land uses	336	7.9%
Re-circulating hot water – residential	56	1.3%
Total	729	17.1%

Notes:

1. Percentages rounded to two significant figures.

If the described water conservation were taken for the SVSP Base and resulted in the water conservation measures described in this memorandum, it is estimated that the SVSP Base overall water demand would be reduced by 729 AFY to 3,523 AFY. This would represent a 17.1% reduction from the original water demand for the SVSP Base of 4,252 AFY. This water savings does not include the use of recycled water in the SVSP Base.

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

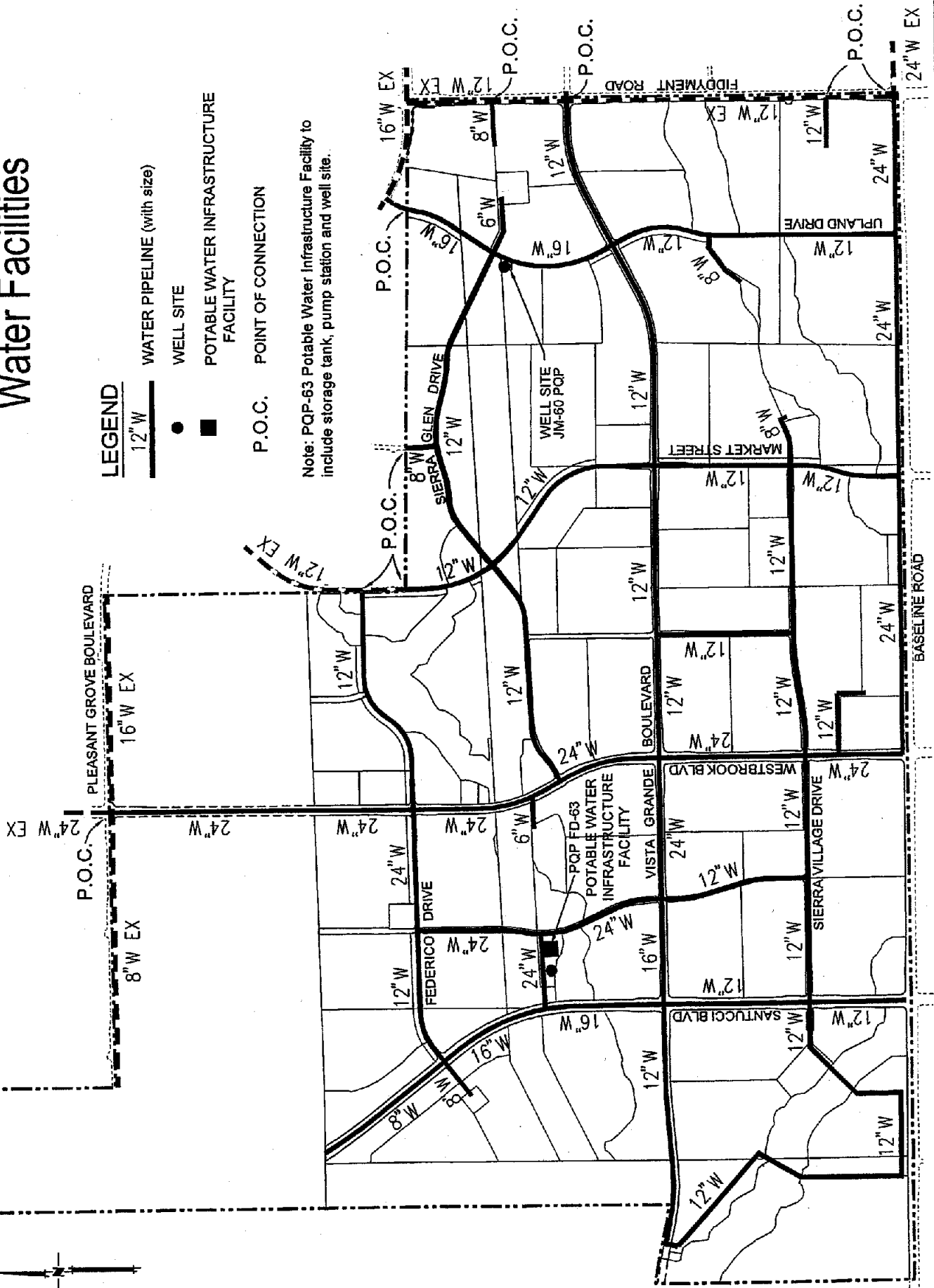
- Constructing the parcels with these water conservation measures in place. By simply having an available smart irrigation controller, using this controller is a financially sound decision for the land owner versus replacing the controller with a different one.
- Landscape areas for non-single family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

3. Educating homeowners on how to use and set up their smart irrigation controllers, and how to add onto it for their backyard irrigation.

References

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

Exhibit S Water Facilities

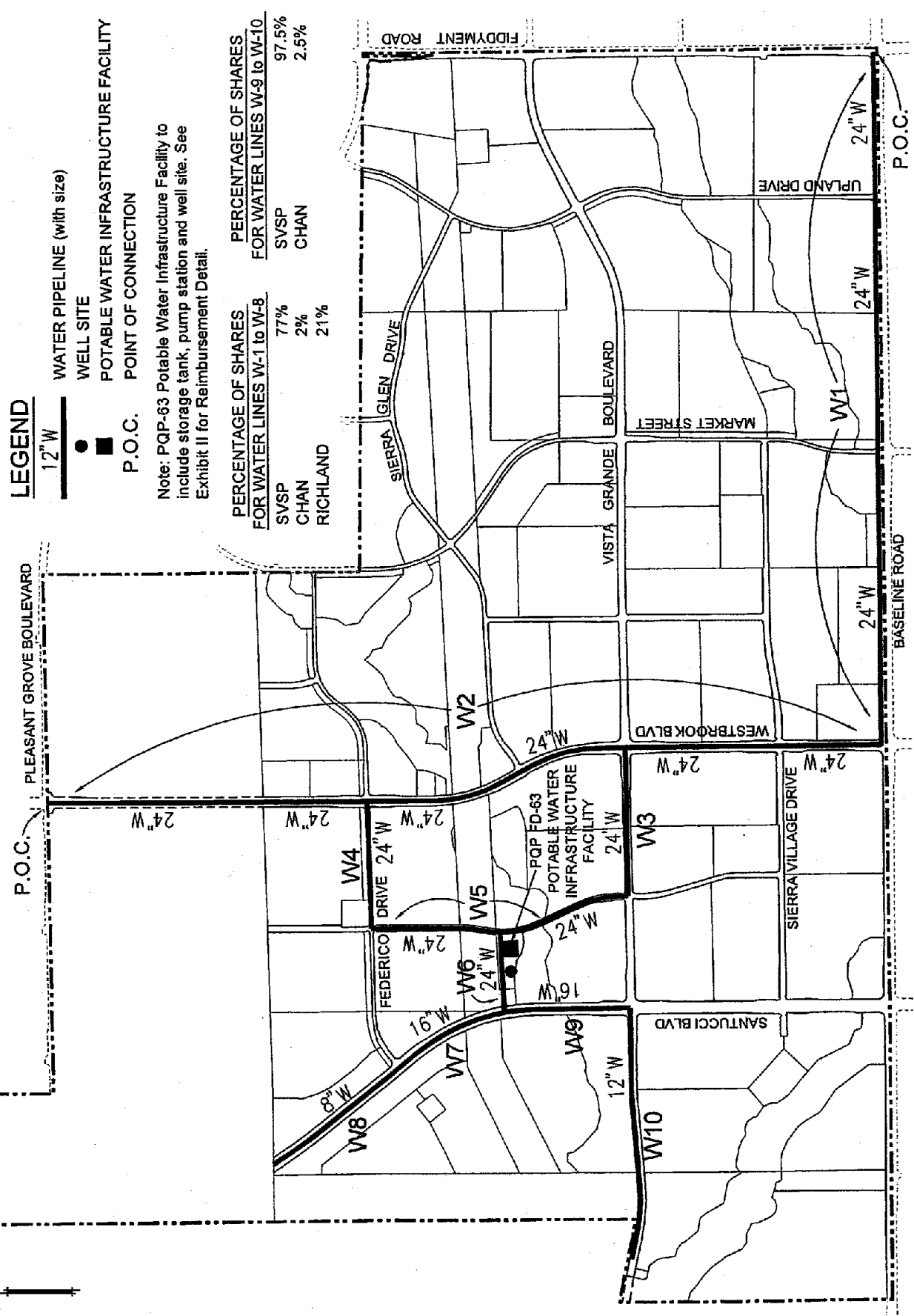
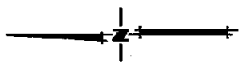


LEGEND

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

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

Exhibit T-1 Water Facilities for Reimbursement Between Sierra Vista and Urban Reserve



LEGEND

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

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

PERCENTAGE OF SHARES FOR WATER LINES W-1 TO W-8		PERCENTAGE OF SHARES FOR WATER LINES W-9 TO W-10	
SVSP	77%	SVSP	97.5%
CHAN	2%	CHAN	2.5%
RICHLAND	21%		

Exhibit T-2 Water Facilities for Reimbursement Between Sierra Vista and Placer County Projects

LEGEND

12" W

24" W

● WELL SITE

■ POTABLE WATER INFRASTRUCTURE FACILITY

P.O.C. POINT OF CONNECTION

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

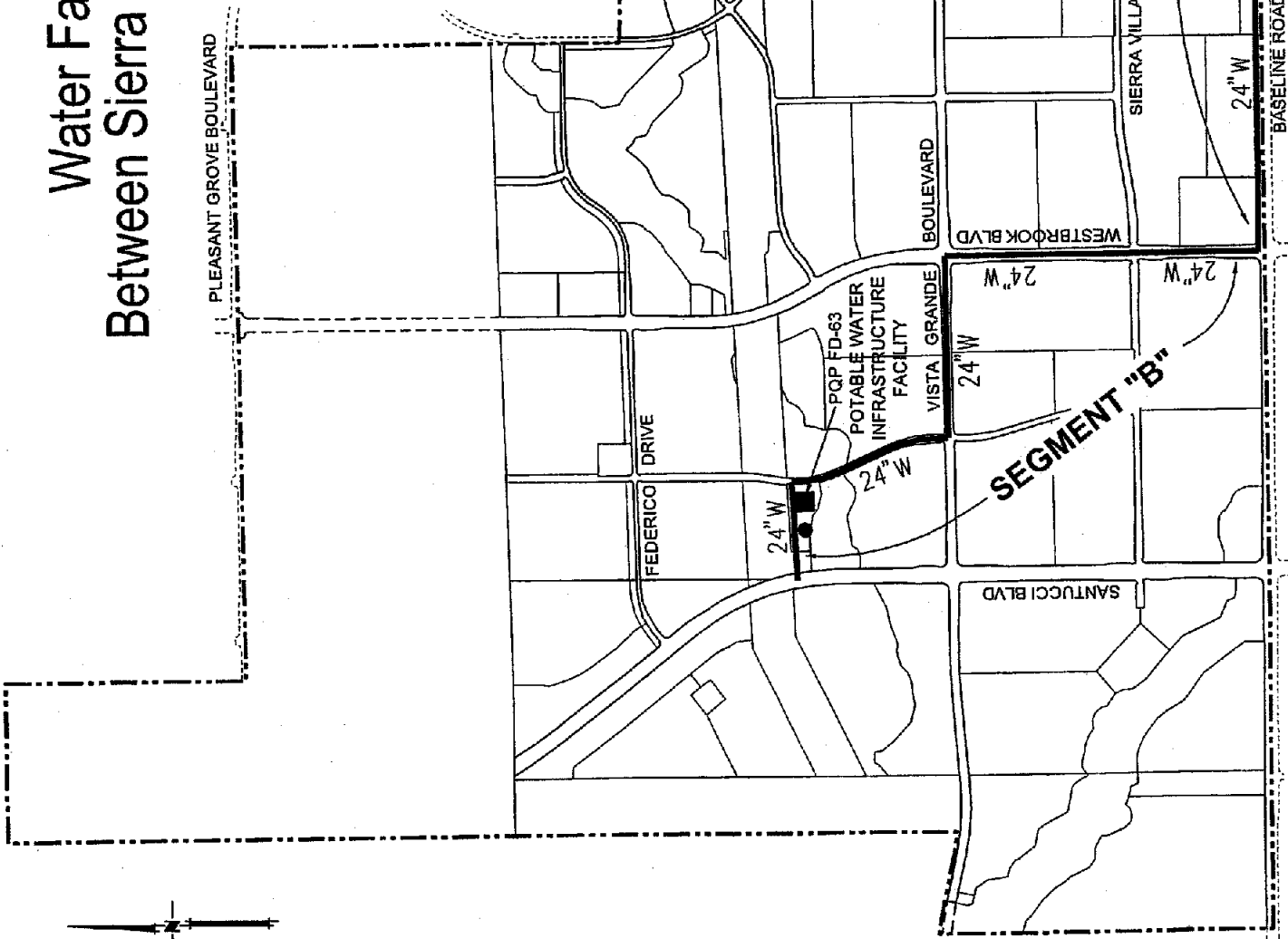
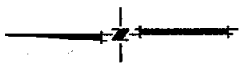


Exhibit U

Recycled Water Facilities



WEST ROSEVILLE
RECYCLED WATER
24" INTERTIE

PLEASANT GROVE BOULEVARD
EX. 24" RW

LEGEND

RECYCLED WATER PIPELINE (with size)

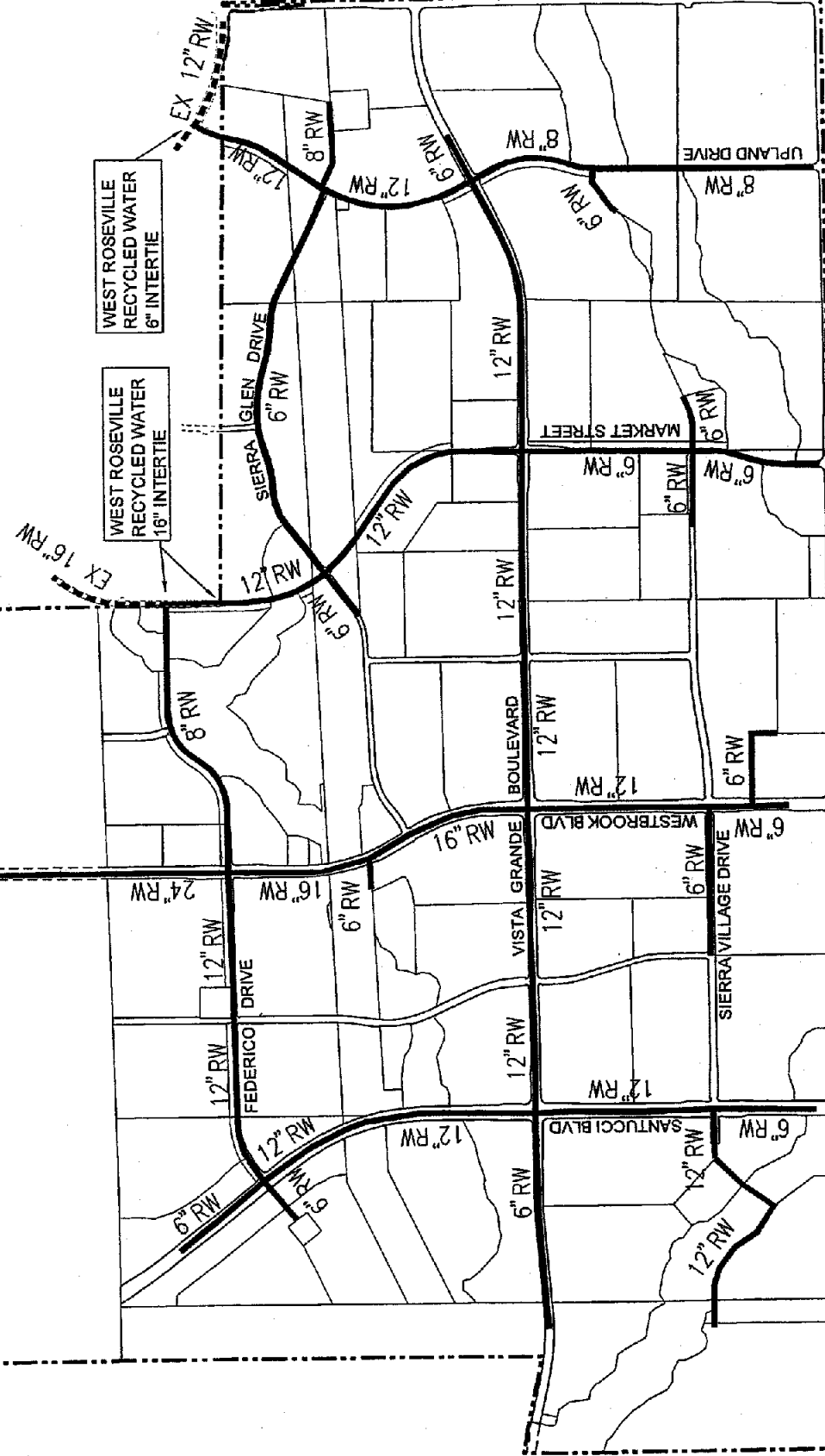
EX 16" RW

WEST ROSEVILLE
RECYCLED WATER
16" INTERTIE

WEST ROSEVILLE
RECYCLED WATER
6" INTERTIE

EX 12" RW

FIDYMENT ROAD



BASELINE ROAD

Exhibit U

Exhibit V Recycled Water Facilities for Reimbursement

LEGEND

— RECYCLED WATER PIPELINE (with size)

Note: see Exhibit II for Reimbursement Detail.

PERCENTAGE OF SHARES FOR RECYCLED WATER LINE RW-1		PERCENTAGE OF SHARES FOR RECYCLED WATER LINES RW-2 & RW-3	
SVSP	80%	SVSP	96%
CHAN	3%	CHAN	4%
RICHLAND	17%		

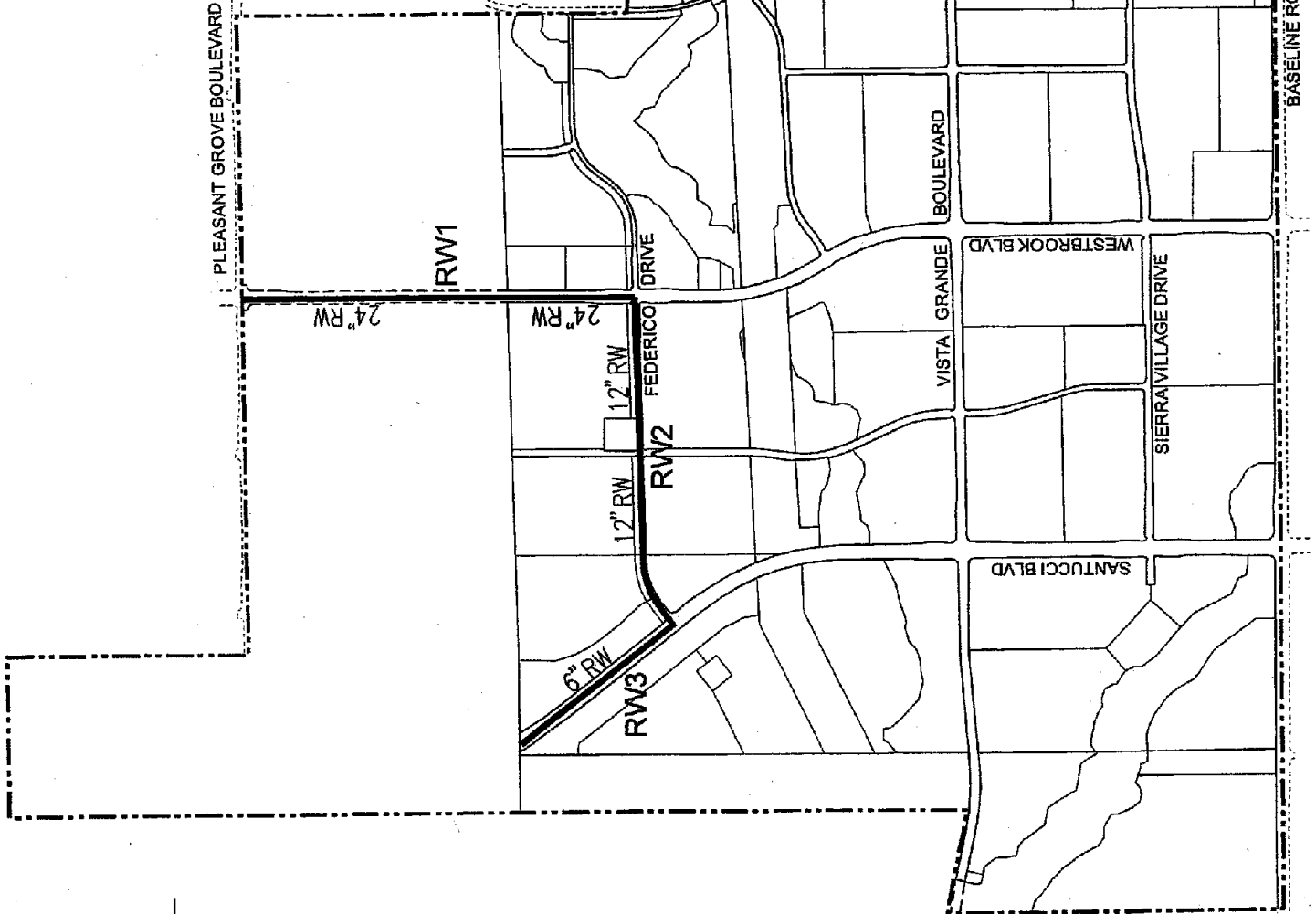


Exhibit W

Drainage Facilities

LEGEND

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

— STORM DRAIN OUTFALL

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

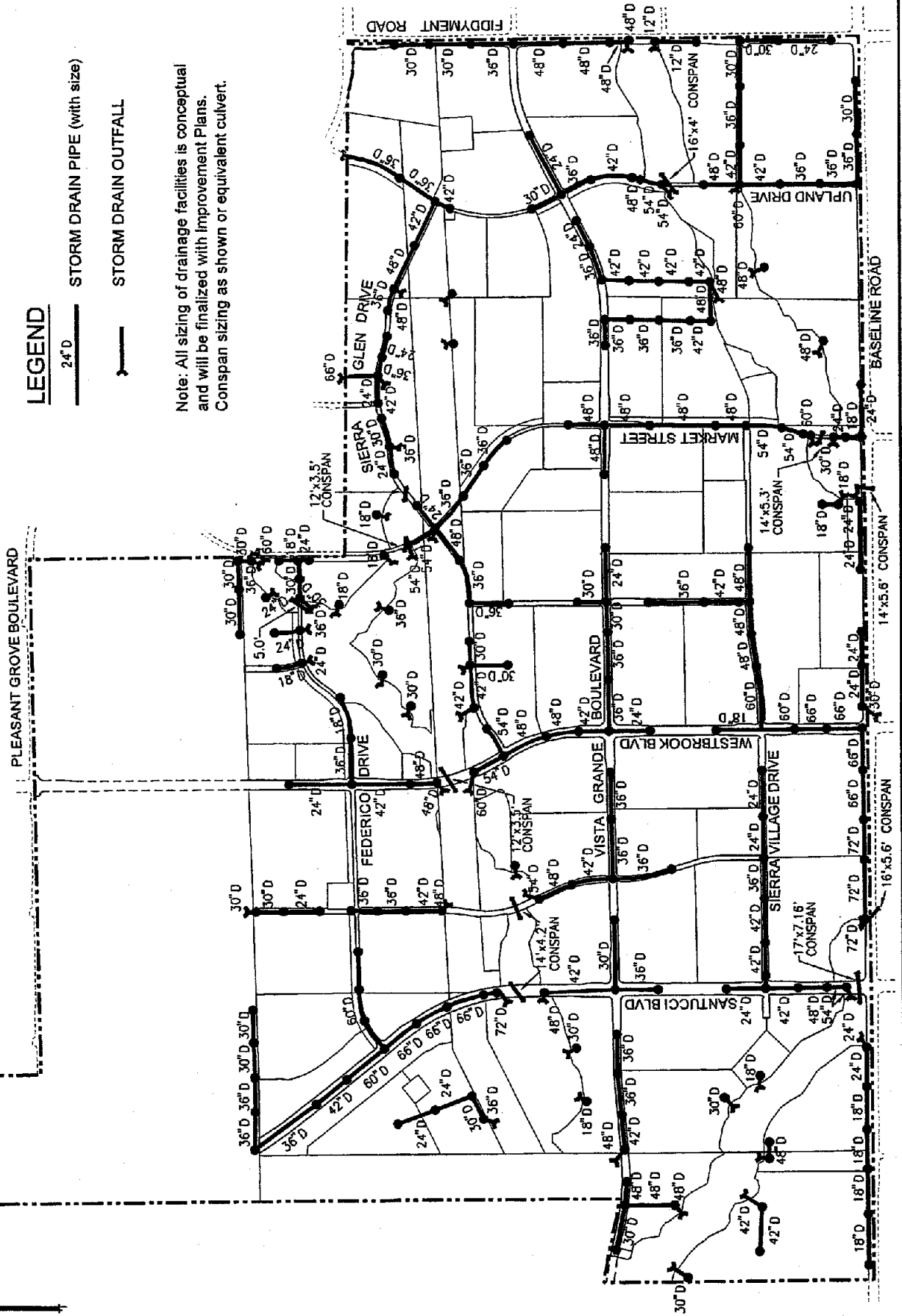
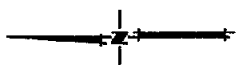


Exhibit X

Post Development 100 Year Floodplain



PLEASANT GROVE BOULEVARD

LEGEND



Post Development 100 Year Floodplain

(Source: Civil Engineering Solutions, Inc., January, 2010.)

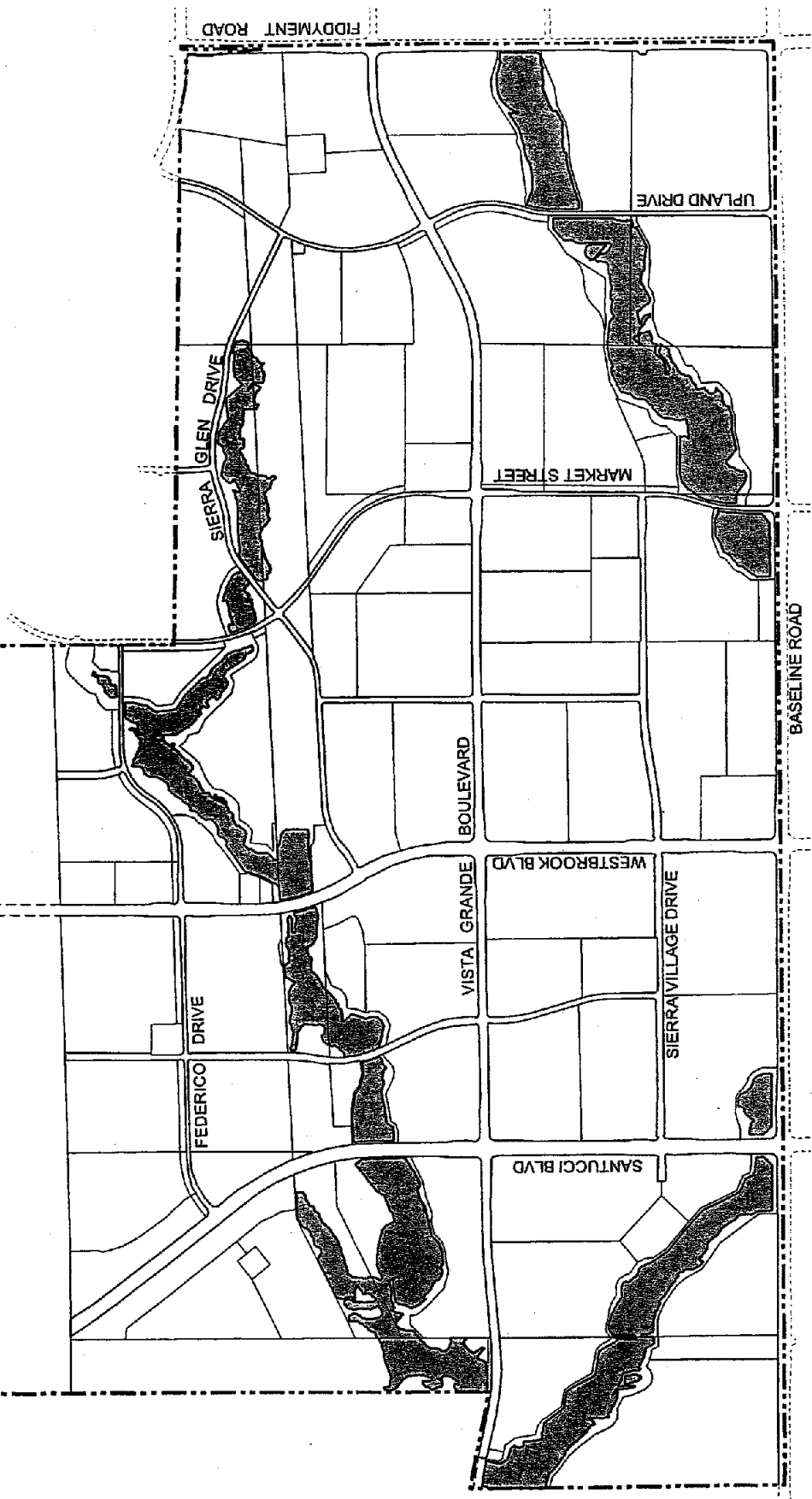


Exhibit X

Exhibit Y

Electric Utility Improvements

- LEGEND**
- PROPOSED JOINT TRENCH
 - ELECTRIC SUBSTATION
 - EXISTING 60KV TRANSMISSION LINE

(Source: Capital Utility Specialists, Inc.)

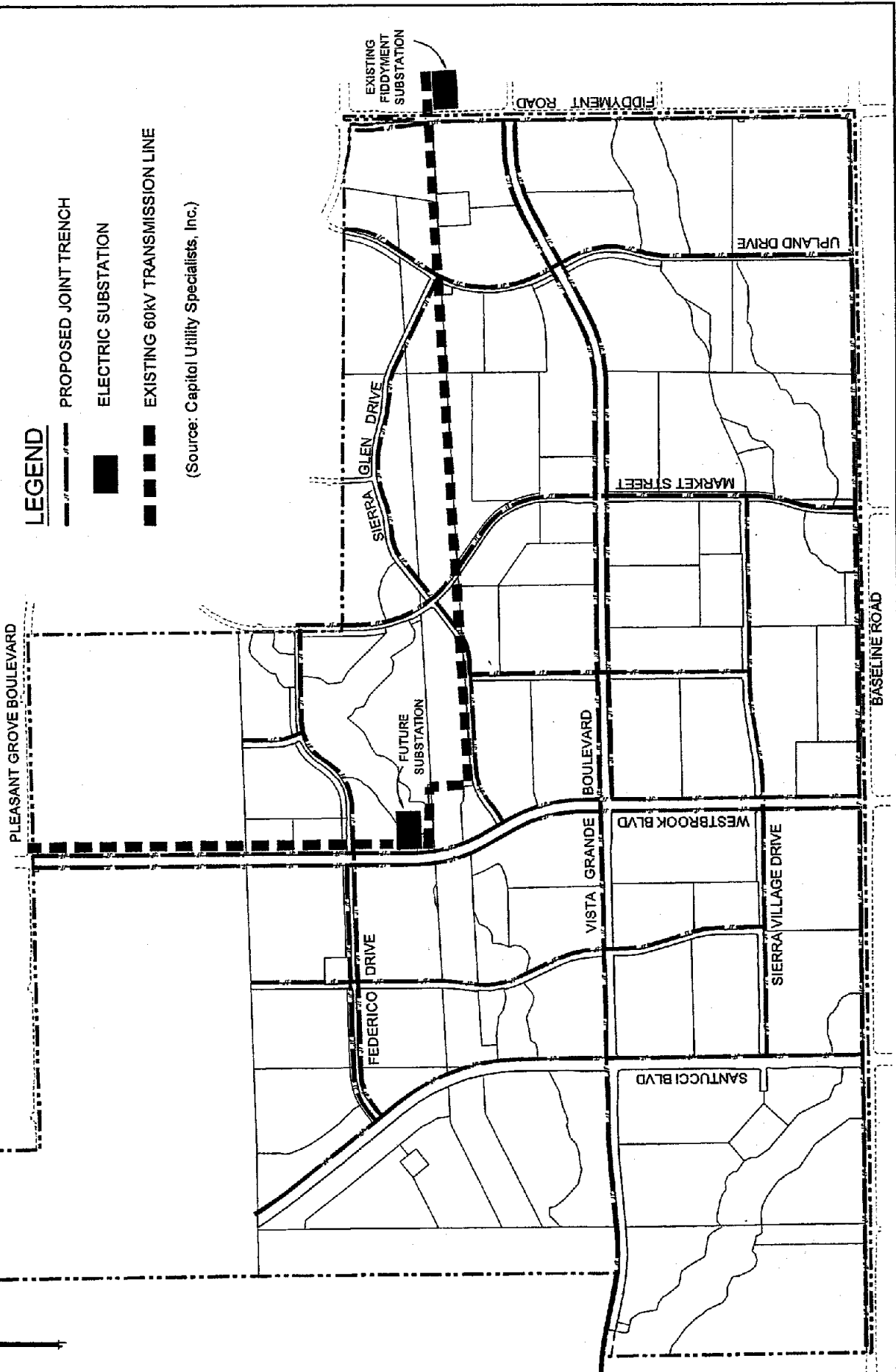
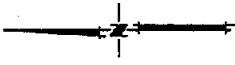


Exhibit Y

Exhibit Z Electric Substation Site

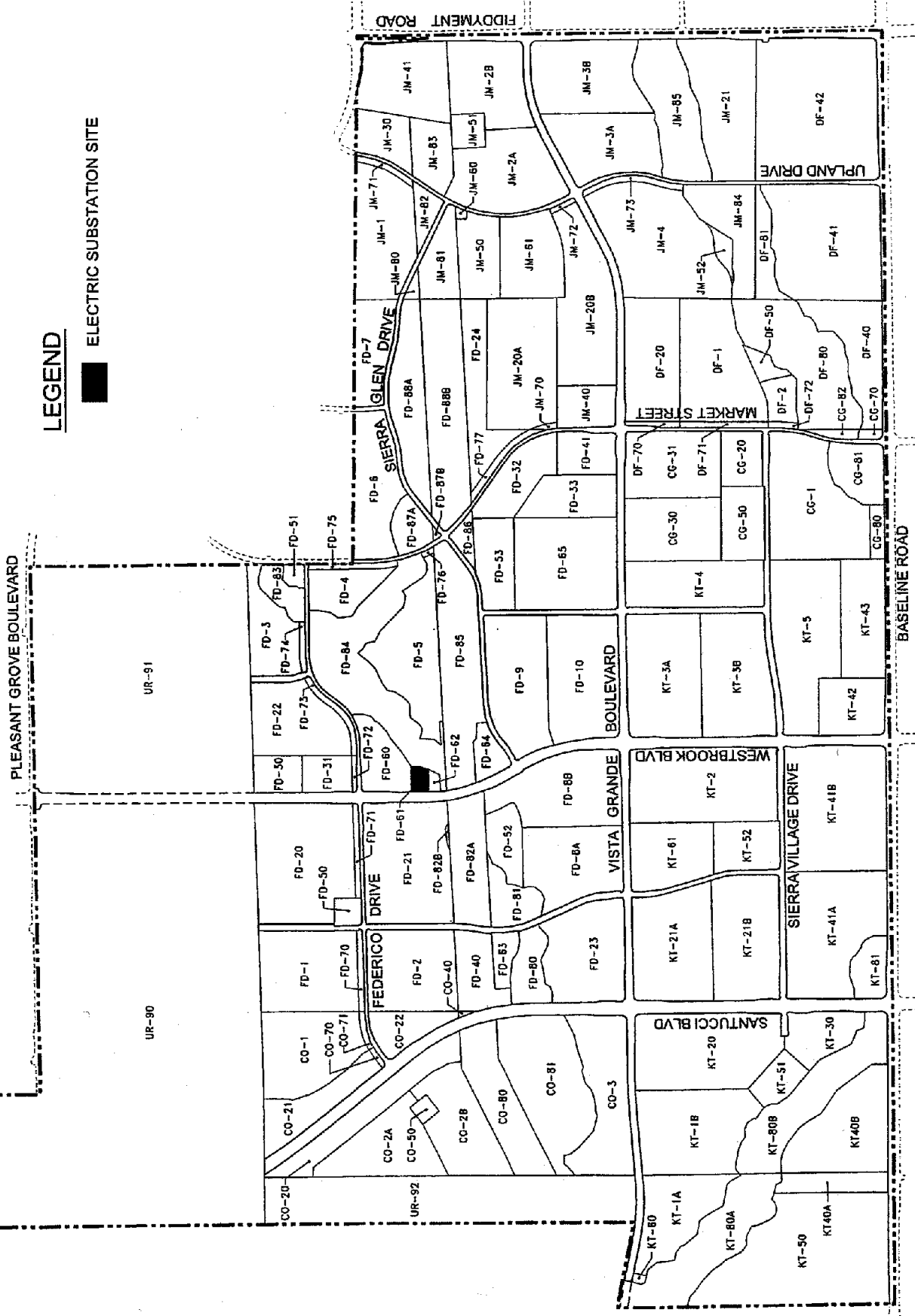
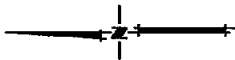


Exhibit AA

230kV & 60kV Easement Areas

LEGEND

60kV EXISTING EASEMENT

230kV EXISTING EASEMENT

PLEASANT GROVE BOULEVARD

FIDMONT ROAD

UPLAND DRIVE

MARKET STREET

BOULEVARD

VISTA GRANDE

WESTBROOK BLVD

SANTUCCI BLVD

SIERRA VILLAGE DRIVE

BASELINE ROAD

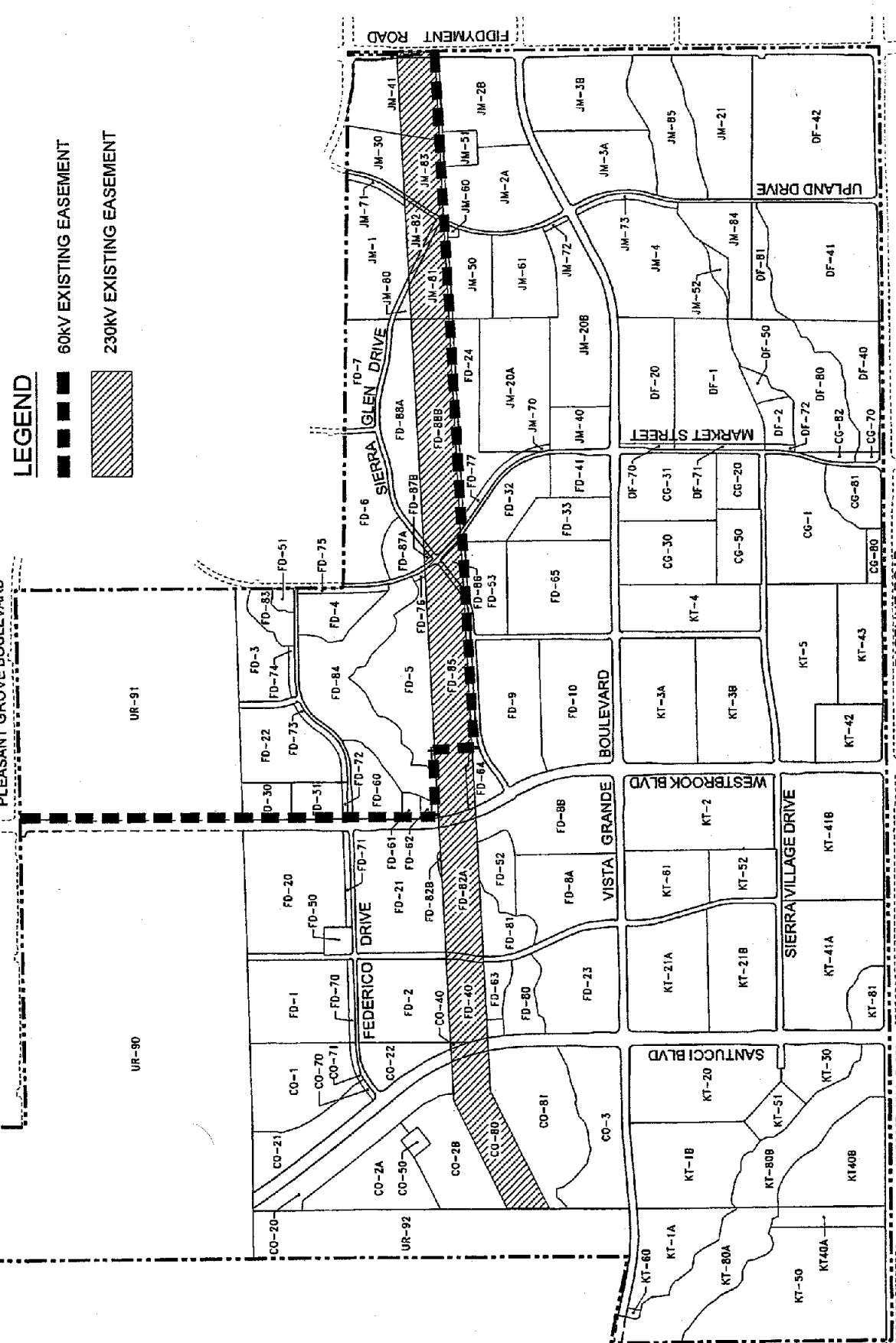
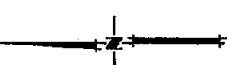


Exhibit CC

Parks Financing Plan

Chapter 9: Parks and Recreation

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

The parks program developed for Sierra Vista includes over 90.6 acres of parks. The project meets the neighborhood park and open space dedication requirement with 50.7 acres of each. The project also provides a 39.9 acre citywide park. An in-lieu fee for an additional 10.8 acres is included as a component of the citywide park fee. Table 9-1 shows the required park acreage under the City's current Master Plan and project population assumptions. The City will be responsible for the construction of all the parks.

The neighborhood/community parks have been evenly distributed throughout the project and across land ownership. Map 2-1 shows the location of both the neighborhood/community and citywide parks in the Sierra Vista project.

Parks Improvements

Facility Costs

Table 9-2 shows the total estimated parks and recreation facility costs. The parks program costs are estimated at roughly \$27 million. The cost of the parks and recreation facilities include, but are not limited to, the following types of facilities:

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

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

Phasing

The development of Phase A would have park improvements that correspond to the amount of initial residential development. These improvements include four neighborhood/community parks ranging in size from 1.1 acres to 8 acres, for a total of 13.2 acres. The estimated facilities cost for the park improvements for Phase A is approximately \$4.2 million.

**Table 9-1
Sierra Vista Financing Plan
Sierra Vista Park Acres**

Park Type	Assumptions	Acres Required	Acres Provided	Surplus/ (In-Lieu)
<i>Population</i>	<i>16,891</i>			
Neighborhood Park	3 acres/1,000 pop.	50.7	50.7	0.0
Citywide Park [1]	3 acres/1,000 pop.	50.7	39.9	(10.8)
Total Parks		101.3	90.6	(10.8)

"park_acres"

Sources: West Roseville SP and AJ Johnson Consulting, LLC.

[1] The estimated persons per household for Citywide Park do not vary based on residential land use. Estimated Specific Plan population is 16,891.

Table 9-2
Sierra Vista Financing Plan
Neighborhood/Community/Citywide Park Costs (2010\$)

Item	Phase A		Buildout	
	Acres/ Facility	Amount	Acres/ Facility	Amount
Neighborhood Parks	13.2	\$4,240,798	50.7	\$16,723,535
Citywide Parks				
Construction (Sierra Vista Portion) [1]	0.0	\$0	39.9	\$12,708,150
Land Credit	n/a	\$0	n/a	(\$3,956,750)
Land In-Lieu Fee	0.0	\$0	10.8	\$1,454,355
Subtotal Citywide Parks		\$0	50.7	\$10,205,755
Total Parks		\$4,240,798		\$26,929,290

"parks_cost"

Source: MacKay & Soms, Park-Paseo-Trail Cost Estimates 4/1/2010.

[1] Assumes other funding sources (ie. grants, future projects) will contribute additional funding for the project.

Funding Strategy

Existing Fee Programs

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

Similar to the neighborhood/community park impact fee, the City has a citywide park impact fee to fund the citywide park improvements in Sierra Vista. **Table 9-4** creates the updated fee for Sierra Vista, allocated in the same manner as the neighborhood/community park fee above. Frontage improvement costs for the citywide park are included in the fee structure.

Included in the citywide park fee is an in-lieu component. The fee has been established in accordance with City standards for in-lieu fees. This fee will go towards citywide park improvements within Sierra Vista. **Table 9-5** estimates the total cost of the shortfall in acreage and costs. The in-lieu fee amount is included in the allocation for the citywide park fee. As with the West Plan, the revenues from the citywide park fee cover approximately 70% of the total cost of improvements. Other funding sources (ie. grants, future projects, urban reserve, sale of portion of the citywide park parcel) will contribute additional funding for the project.

Table 9-6 and **Table 9-7** shows the park impact fee revenues for Phase A and Build out for neighborhood/community and citywide parks, respectively. There are more neighborhood/community parks planned for Phase A than are required based on the estimated population resulting in a fee revenue shortfall. This shortfall is anticipated to be made up as the remaining phases are developed.

Bike Trail Improvements

In the Sierra Vista Project the bike trail system is integrated with open space throughout the development. The bike trails run along the open space corridors to provide access to parks, schools, neighborhoods, and commercial uses. **Map 9-1** illustrates the proposed bike trails in the project.

Table 9-3
Sierra Vista Financing Plan
Public Facilities Cost Allocation: Neighborhood/Community Park Costs (2010\$)

Item	Land Uses		Cost Allocation Basis				Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.	
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B	
Residential			<i>persons per HH</i>					<i>per unit</i>	
Low Density	502.4	2,524	2.54	6,411	43.7%	\$7,313,598	\$14,557	\$2,898	
Medium Density	250.0	2,221	2.17	4,820	32.9%	\$5,498,147	\$21,993	\$2,476	
High Density	67.9	1,650	1.80	2,970	20.3%	\$3,388,165	\$49,899	\$2,053	
Mixed Use	12.8	255	1.80	459	3.1%	\$523,625	\$41,069	\$2,053	
Subtotal Residential	833.1	6,650		14,660	100.0%	\$16,723,535			
Nonresidential			<i>sq. ft. per employee</i>					<i>per sq. ft.</i>	
Community Commercial	148.0	1,611,720	N/A	-	-	-	-	-	
Mixed Use	22.2	241,214	N/A	-	-	-	-	-	
business professional	22.3	243,283	N/A	-	-	-	-	-	
Subtotal Nonresidential	192.5	2,096,216		-	-	-	-	-	
Total Sierra Vista	1,025.5			14,660	100.0%	\$16,723,535			

"neparka_alloc"

Table 9-4
Sierra Vista Financing Plan
Public Facilities Cost Allocation: Citywide Park Costs (2010\$)

Item	Land Uses			Cost Allocation Basis				Citywide Park Cost Allocation				
	Developable Acres	Units/ Sq. Ft.	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	D=B*C	E=D/Total Persons	Assigned Cost [1]	per Acre	per Unit/ Sq. Ft.	F=Total Cost*E	G=F/A	H=F/B
<i>Formula</i>	A	B	C		D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B			
Residential		<i>units</i>	<i>persons per HH</i>						<i>per unit</i>			
Low Density	502.4	2,524	2.54	6,411	43.7%	\$4,463,219	\$8,884	\$1,768				
Medium Density	250.0	2,221	2.17	4,820	32.9%	\$3,355,316	\$13,421	\$1,511				
High Density	67.9	1,650	1.80	2,970	20.3%	\$2,067,671	\$30,452	\$1,253				
Mixed Use	12.8	255	1.80	459	3.1%	\$319,549	\$25,063	\$1,253				
Subtotal Residential	833.1	6,650		14,660	100.0%	\$10,205,755						
Nonresidential		<i>sq. ft.</i>	<i>sq. ft. per employee</i>						<i>per sq. ft.</i>			
Community Commercial	148.0	1,611,720	N/A	-	-	-	-	-				
Mixed Use	22.2	241,214	N/A	-	-	-	-	-				
business professional	22.3	243,283	N/A	-	-	-	-	-				
Subtotal Nonresidential	192.5	2,096,216		-	-	-	-	-				
Total Sierra Vista	1,025.5			14,660	100.0%	\$10,205,755						

*cityparks_alloc

[1] Total Citywide Park cost includes the land in-lieu amount of \$1.45 million. See Table 9-2.

Table 9-5
Sierra Vista Financing Plan
Park Acre Surplus/(Shortfall): In-Lieu Fee

Item	Surplus/(Shortfall)		
	Acres	Cost per Acre	Total
Neighborhood Park	0.0	\$135,000	\$0
Citywide Park	(10.8)	\$135,000	(\$1,454,355)
Total			(\$1,454,355)

park

Table 9-6
Sierra Vista Financing Plan
City Park Fee Revenue by Phase (Neighborhood/Community Park Component)

Item	Revenue	
	Phase A	Buildout
Residential		
Low Density	\$2,830,977	\$7,313,598
Medium Density	\$1,126,365	\$5,498,147
High Density	\$965,114	\$3,388,165
Mixed Use	\$164,275	\$523,625
Subtotal Residential	\$5,086,730	\$16,723,535
Nonresidential		
Community Commercial	\$0	\$0
Mixed Use	\$0	\$0
business professional	\$0	\$0
Subtotal Nonresidential	\$0	\$0
Total Fee Program Revenue (Park)	\$5,086,730	\$16,723,535

"ncpark_sfd"

Source: AJC.

Table 9-7
Sierra Vista Financing Plan
City Park Fee Revenue by Phase (Citywide Park Component)

Item	Revenue	
	Phase A	Buildout
Residential		
Low Density	\$1,727,640	\$4,463,219
Medium Density	\$687,379	\$3,355,316
High Density	\$588,973	\$2,067,671
Mixed Use	\$100,251	\$319,549
Subtotal Residential	\$3,104,243	\$10,205,755
Nonresidential		
Community Commercial	\$0	\$0
Mixed Use	\$0	\$0
business professional	\$0	\$0
Subtotal Nonresidential	\$0	\$0
Total Fee Program Revenue (Park)	\$3,104,243	\$10,205,755

"citypark_sfd"

Source: AJC.

Facility Costs

Table 9-8 shows the total estimated bike trail improvement costs. The bike trail costs are estimated at roughly \$3.7 million. The cost of the bike trail improvements include, but are not limited to, the following types of facilities:

- Pedestrian/Bike Bridge
- Bike Trail and Shoulder
- Bike Trail Entry Points
- Bike Trail Kiosks
- Post and Cable Fences

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

Phasing

The development of Phase A would have an initial set of bike trail improvements running through the open space south of Sierra Glen Drive, extending from Fiddymont Road to Westbrook Blvd. The estimated facilities cost for the bike trail improvements for Phase A is approximately \$2.1 million.

Funding Strategy

Existing Fee Programs

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

Table 9-10 shows the bike trail impact fee revenues for Phase A and Buildout. The developer will be responsible for grading the bike trail (with each phase of construction) and the City is responsible for constructing the bike trails in the project. The City will construct the bike trails as funding is available.

Paseo Improvements

The paseos in the Sierra Vista Project run along the major collector and some arterial streets within the project. The paseos are linear parks with grass, trees, landscaping, and contain no facilities. **Map 9-1** illustrates the proposed layout of the paseos in the project.

Table 9-8
Sierra Vista Financing Plan
Bike Trail Costs (2010\$)

Item	Phase A	Buildout
Bike Trail	\$2,057,803	\$3,672,187

"trail_cost"

Source: MacKay & Soms, Park-Paseo-Trail Cost Estimates 4/1/2010.

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

Table 9-9
Sierra Vista Financing Plan
Public Facilities Cost Allocation: Bike Trail Costs (2010\$)

Item	Land Uses			Cost Allocation Basis			Bike Trail Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	B	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B	
Residential									
Low Density	502.4	2,524	persons per HH 2.54	6,411	35.2%	\$1,293,499	\$2,575	\$512	
Medium Density	250.0	2,221	2.17	4,820	26.5%	\$972,414	\$3,890	\$438	
High Density	67.9	1,650	1.80	2,970	16.3%	\$599,238	\$8,825	\$363	
Mixed Use	12.8	255	1.80	459	2.5%	\$92,610	\$7,263	\$363	
Subtotal Residential	833.1	6,650		14,660	80.5%	\$2,957,761			
Nonresidential									
Community Commercial	148.0	1,611,720	sq. ft. per employee 592	2,723	15.0%	\$549,302	\$3,711	\$0.34	
Mixed Use business professional	22.2	241,214	592	407	2.2%	\$82,210	\$3,711	\$0.34	
Subtotal Nonresidential	192.5	2,096,216	592	3,541	19.5%	\$714,426	\$3,711	\$0.34	
Total Sierra Vista	1,025.5			18,200	100.0%	\$3,672,187			

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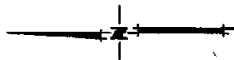
Table 9-10
Sierra Vista Financing Plan
Sierra Vista Special Financing District Revenue by Phase (Bike Trail Component)



Item	Revenue	
	Phase A	Buildout
Residential		
Low Density	\$500,693	\$1,293,499
Medium Density	\$199,211	\$972,414
High Density	\$170,692	\$599,238
Mixed Use	\$29,054	\$92,610
Subtotal Residential	\$899,650	\$2,957,761
Nonresidential		
Community Commercial	\$0	\$549,302
Mixed Use	\$31,310	\$82,210
business professional	\$42,903	\$82,915
Subtotal Nonresidential	\$74,214	\$714,426
Total Fee Program Revenue (Bike Trail)	\$973,864	\$3,672,187

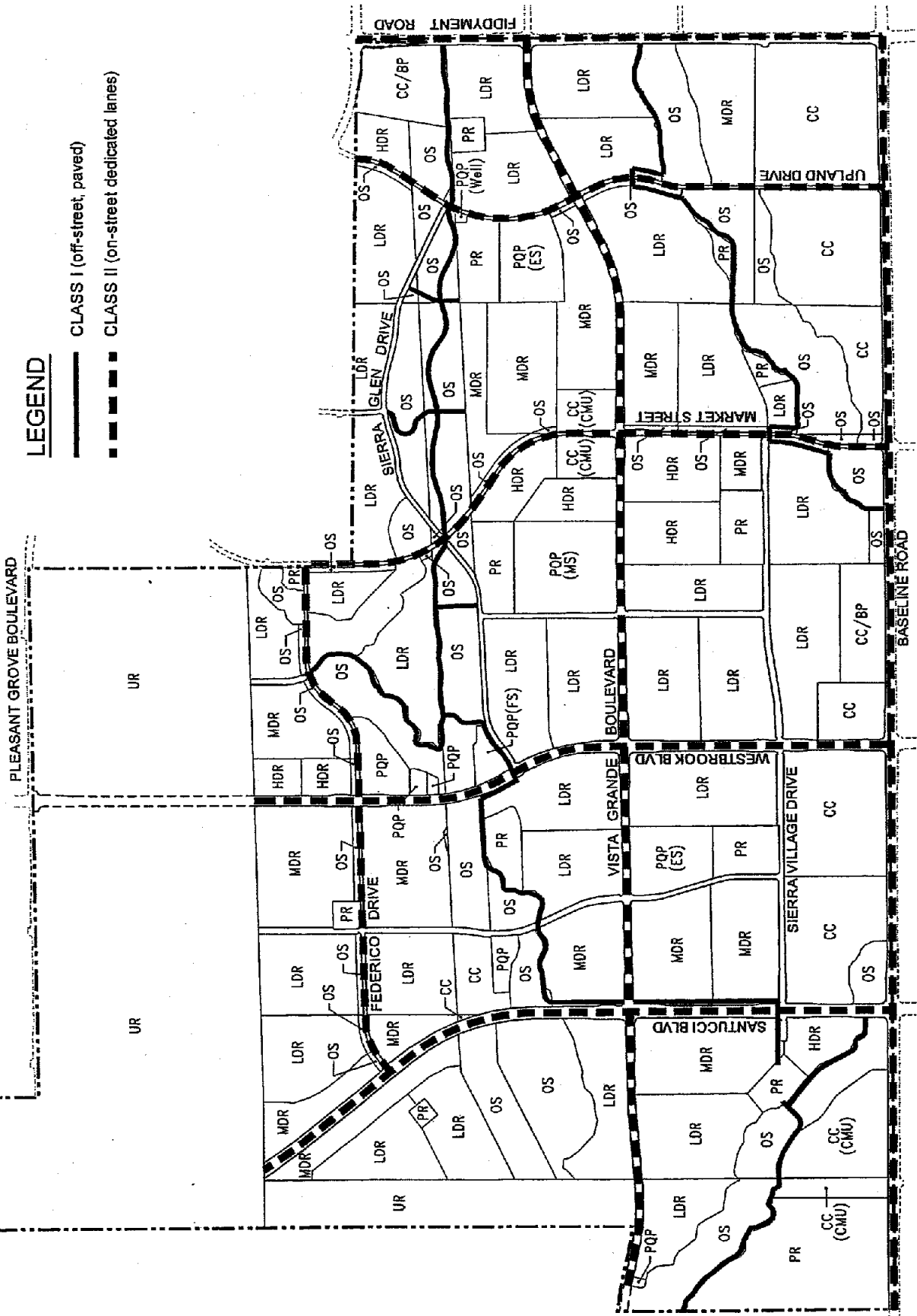
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Source: AJC.

Exhibit FF Bikeway Master Plan



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



Facility Costs

Table 9-11 shows the total estimated paseo improvement costs. The paseo costs are estimated at roughly \$3.2 million. The cost of the paseo improvements include, but are not limited to, the following:

- Concrete Sidewalk
- Trash Receptacles
- Benches
- Landscaping

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

Phasing

The development of Phase A would have an initial group of paseo improvement. The paseo improvements will be done along Market Street, Upland Drive, Vista Grande Blvd and Sierra Glen Drive. The estimated facilities cost for the paseo improvements for Phase A is approximately \$1.4 million.

Funding Strategy

Community Facilities District (CFD)

The CFD will fund the paseo improvements in Sierra Vista. Table 9-12 allocates the total paseo improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household factor that vary by unit size.

Table 9-11
Sierra Vista Financing Plan
Paseo Costs (2010\$)

Item	Phase A	Buildout
Paseo	\$1,400,790	\$3,160,970

"paseo_cost"

Source: MacKay & Somps, Park-Paseo-Trail Cost Estimates 4/1/2010.

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

Table 9-12
Sierra Vista Financing Plan
Public Facilities Cost Allocation: Paseo Costs (2010\$)

Item	Land Uses		Cost Allocation Basis				Paseo Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.	
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B	
Residential									
Low Density	502.4	2,524	persons per HH 2.54	6,411	35.2%	\$1,113,427	\$2,216	per unit \$441	
Medium Density	250.0	2,221	2.17	4,820	26.5%	\$837,041	\$3,348	\$377	
High Density	67.9	1,650	1.80	2,970	16.3%	\$515,816	\$7,597	\$313	
Mixed Use	12.8	255	1.80	459	2.5%	\$79,717	\$6,252	\$313	
Subtotal Residential	833.1	6,650		14,660	80.5%	\$2,546,001			
Nonresidential									
Community Commercial	148.0	1,611,720	sq. ft. per employee 592	2,723	15.0%	\$472,832	\$3,195	per sq. ft. \$0.29	
Mixed Use	22.2	241,214	592	407	2.2%	\$70,765	\$3,195	\$0.29	
business professional	22.3	243,283	592	411	2.3%	\$71,372	\$3,195	\$0.29	
Subtotal Nonresidential	192.5	2,096,216		3,541	19.5%	\$614,969			
Total Sierra Vista	1,025.5			18,200	100.0%	\$3,160,970			

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Exhibit DD

Bikeway Master Plan

LEGEND

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

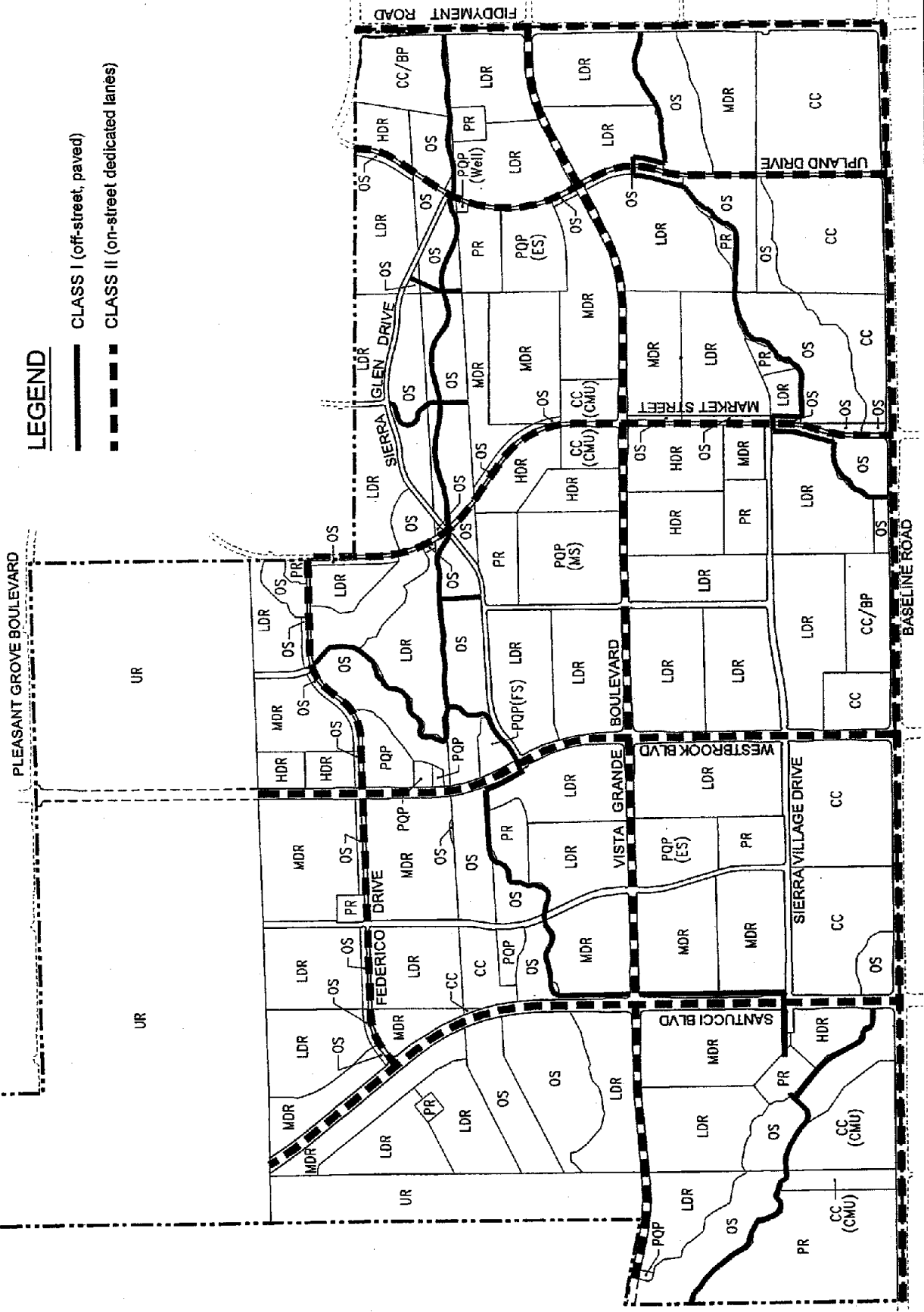
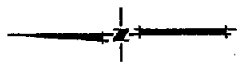
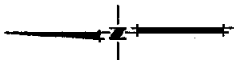


Exhibit DD

Open Space Preserve Areas



PLEASANT GROVE BOULEVARD

LEGEND



OPEN SPACE

UR-91

UR-90

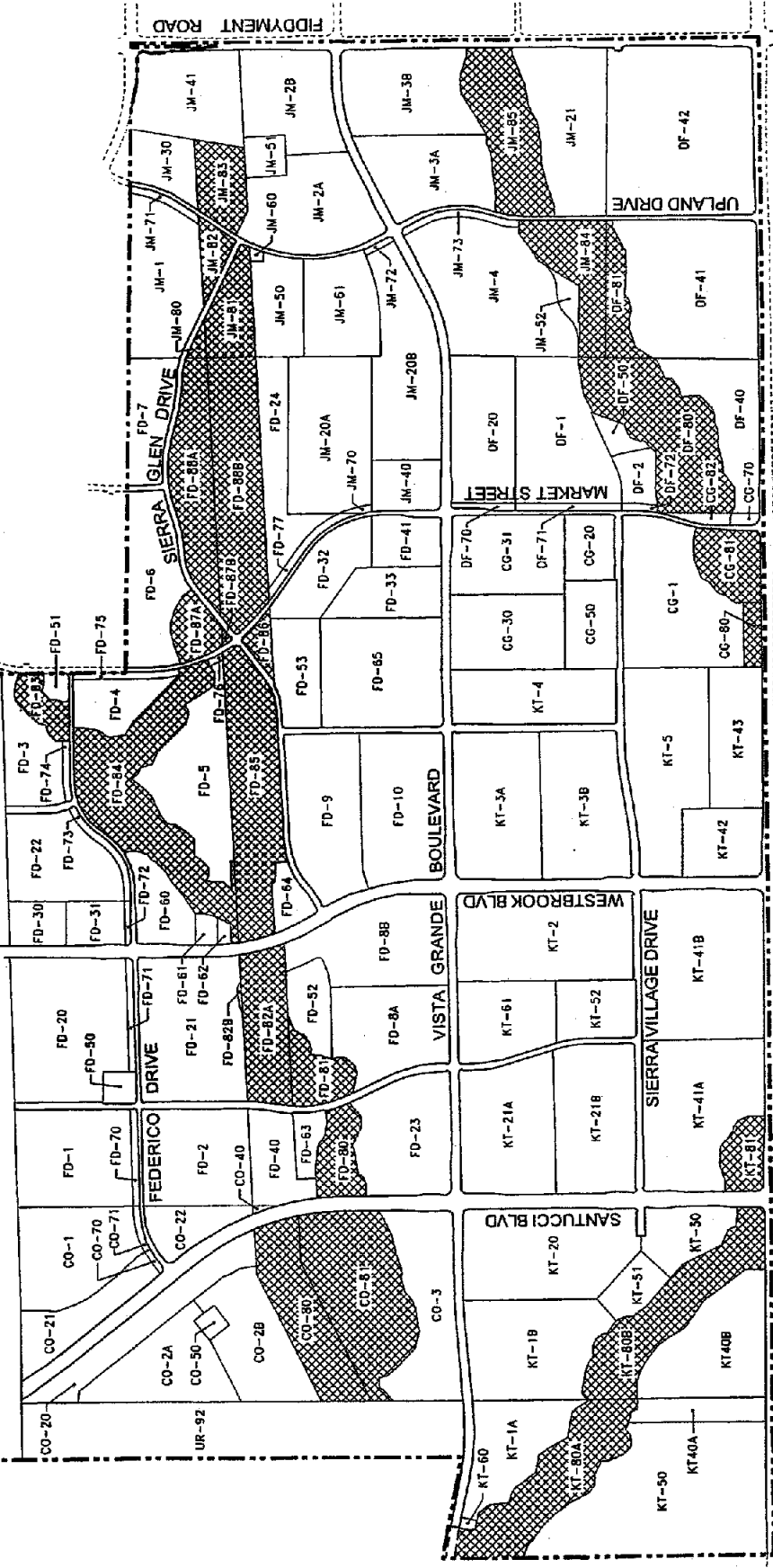


Exhibit FF Fire Station Exhibit



LEGEND

FIRE STATION SITE

PLEASANT GROVE BOULEVARD

LEGEND

FIRE STATION SITE

UR-91

UR-90

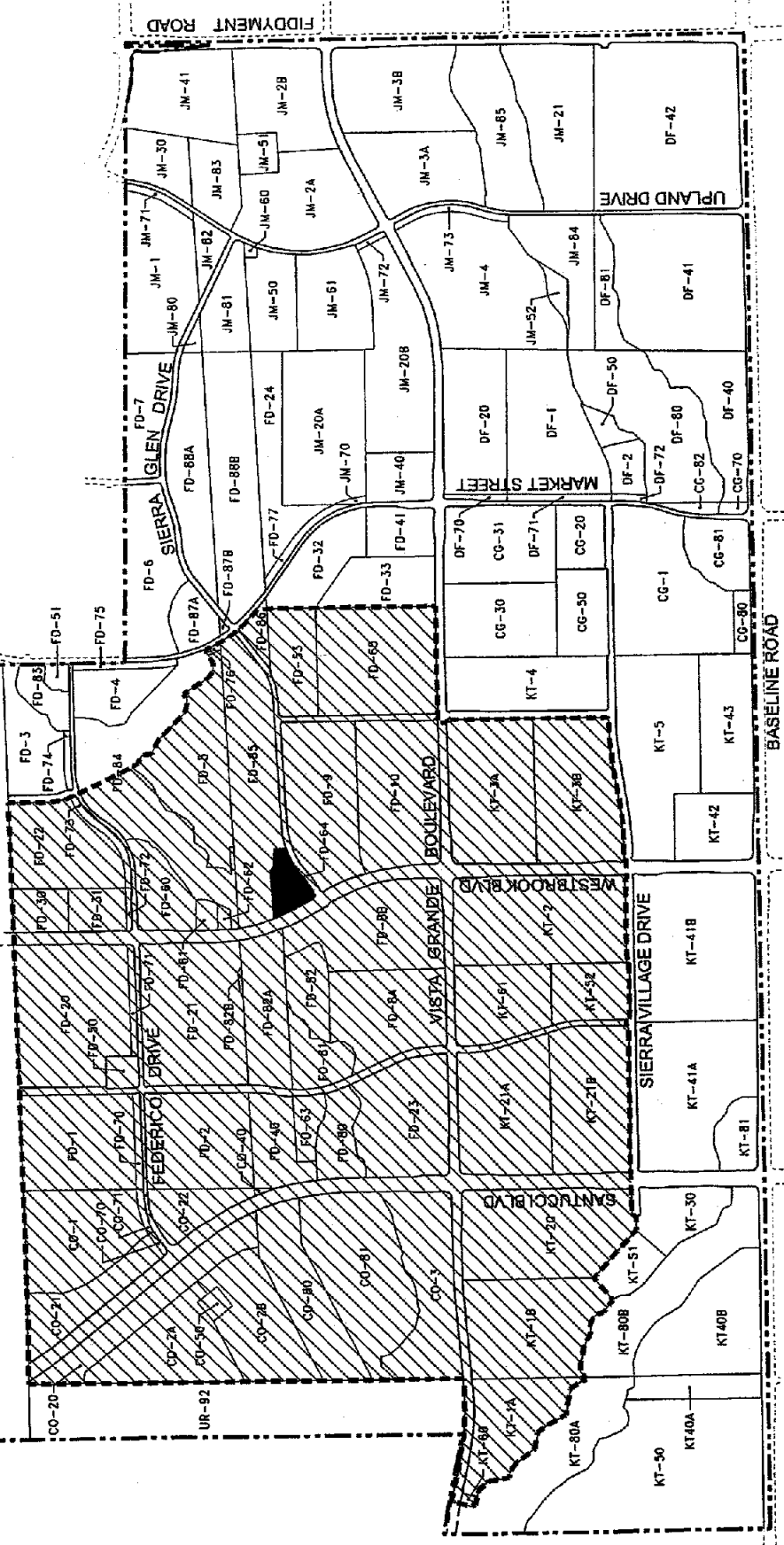


Exhibit GG

Reimbursements to West Roseville Specific Plan

Exhibit GG

WRSP PHASE	UTILITY	WRSP DA ITEM NUMBER	DESCRIPTION (modified from DA exhibit)	RESPONSIBLE WRSP LANDOWNER	REIMBURSEMENT AMOUNT PER WRSP DA	ESTIMATED COST DUE FROM BENEFITING PARTY C = Chan / R = Richland	
						URBAN RESERVE	SVSP
1	Sewer	8	42-inch sewer in Phillip Road from PGWWTP to W-74.	Westpark	\$355,111	\$5,326 = C \$85,227 = R	\$264,558
1	Sewer	9	33-inch sewer in Phillip Road to Bob Doyle Drive.	Westpark	\$341,263	\$7508 = C	\$333,755
1	Sewer	10	33-inch sewer in Bob Doyle Drive to W-73 and 30-inch in Bob Doyle Drive to Market Drive.	Westpark	\$187,229	\$4,119 = C	\$183,110
1	Water	12	24-inch water in Village Green from Fiddymment Road to Bob Doyle Drive.	Westpark	\$308,257	\$6,166 = C \$64,734 = R	\$237,357
1	Water	13	12-inch water in Bob Doyle Drive from PG Blvd. to Village Green Drive and 24-inch water to north boundary of Westpark property.	Westpark	\$260,293	\$5,206 = C \$54,662 = R	\$200,425
1	Recycled Water	1	24-inch RW from Phillip Road to F-56 then east through 5-56 and F-72 then south in Hayden Parkway to Fiddymment Road.	Fiddymment Ranch	\$305,068	\$9,152 = C \$51,862 = R	\$244,054
1	Recycled Water	3	16-inch RW in Bob Doyle Drive from Hayden Parkway to Phillip Road.	Fiddymment Ranch	\$72,990	\$2,190 = C \$12,408 = R	\$58,392
1	Recycled Water	6	16-inch RW in Bob Doyle from Phillip Road at Westpark to PG Blvd at W-1.	Westpark	\$206,088	\$6,183 = C \$35,035 = R	\$164,870
1	Streets	17	Construct Pleasant Grove Blvd. frontage at Fiddymment Road intersection.	Westpark	\$96,772	\$0	\$96,772
1	Offsites	7	Fiddymment Road frontage at Pleasant Grove Blvd. intersection.	Westpark	\$280,000	\$0	\$280,000
2	Sewer	6	24-inch sewer in Market Street from W-10 to PG Blvd. and 30-inch sewer in Market Street from PG Blvd to Bob Doyle Drive.	Westpark	\$361,365	\$7,950 = C	\$353,415
2	Recycled Water	3	12-inch RW in PG Blvd from Bob Doyle Drive to Market Street	Westpark	\$53,085	\$1,593 = C \$9,024 = R	\$42,468
2	Recycled Water	4	16-inch RW in Market Street from PG Blvd to W-11	Westpark	\$100,915	\$3,027 = C \$17,156 = R	\$80,732
2	Recycled Water	5	24-inch RW in PG Blvd. from Market Street to W-15.	Westpark	\$379,850	\$11,395 = C \$64,575 = R	\$303,880
3	Sewer	5	24-inch sewer from W-62 at Phillip Road to West Side Drive	Westpark	\$276,408	\$205,924 = R	\$70,484
3	Sewer	6	21-inch sewer in West Side Drive from W-62 to W-13.	Westpark	\$104,400	\$77,778 = R	\$26,622
3	Sewer	7	18-inch sewer in West Side Drive from W-13 to PG Blvd.	Westpark	\$125,244	\$93,307 = R	\$31,937
3	Water	5	24-inch water in West Side Drive from PG Blvd to W-83.	Westpark	\$286,000	\$5,720 = C \$60,060 = R	\$220,220
3	Recycled Water	5	24-inch RW in PG Blvd from W-15 to West Side Drive.	Westpark	\$184,412	\$5,532 = C \$31,350 = R	\$147,530
3	Recycled Water	6	24-inch RW in West Side Drive from PG Blvd. to W-83.	Westpark	\$75,341	\$2,260 = C \$12,808 = R	\$60,273
4	Water	2	24-inch water between W-61 and W-62 on West Side Drive then between W-71 and W-74 to water tank site.	Westpark	\$158,085	\$3,162 = C \$33,198 = R	\$121,725
4	Recycled Water	1	24-inch RW from W-29 along West Side Drive to Blue Oaks Blvd.	Westpark	\$55,122	\$1,652 = C \$9,372 = R	\$44,098
TOTAL COST					\$4,573,298	\$1,006,621	\$3,566,677

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

Exhibit HH

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

Exhibit HH

DUE Allocation to Specific Plan Parcels for WRSP Reimbursements

PARCEL	GENERAL PLAN / LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	WATER EDU'S	% of SVSP WATER EDU'S	SEWER EDU'S	% of SVSP SEWER EDU'S	RECYCLED WATER EDU'S	% of SVSP R.W. EDU'S	TRAFFIC EDU'S	% of SVSP TRAFFIC EDU'S
JM-1	LDR (Residential)	RS/DS	16.9	84	84	1.51%	84	1.20%	84	1.61%	84	0.90%
JM-2A	LDR (Residential)	RS/DS	16.4	82	82	1.57%	82	1.17%	82	1.57%	82	0.86%
JM-2B	LDR (Residential)	RS/DS	13.2	66	66	1.26%	66	0.94%	66	1.26%	66	0.71%
JM-3A	LDR (Residential)	RS/DS	13.8	69	69	1.32%	69	0.98%	69	1.32%	69	0.74%
JM-3B	LDR (Residential)	RS/DS	16.4	82	82	1.37%	82	1.17%	82	1.37%	82	0.86%
JM-4	LDR (Residential)	RS/DS	26.3	131	131	2.51%	131	1.87%	131	2.51%	131	1.41%
JM-20A	MDR (Residential)	RS/DS	21.1	102	102	1.98%	190	2.41%	102	1.96%	190	2.04%
JM-20B	MDR (Residential)	RS/DS	18.8	169	91	1.74%	169	2.41%	91	1.74%	169	1.82%
JM-21	MDR (Residential)	RS/DS	18.7	168	90	1.73%	168	2.40%	90	1.73%	168	1.81%
JM-30	HDR (Residential)	R3	6.1	138	41	0.78%	94	1.35%	41	0.78%	88	0.92%
JM-40	Commercial Mixed Use	CMU/SA	5.7	40	36	0.70%	53	0.75%	36	0.70%	113	1.21%
JM-41	Commercial/Business Prof.	CC/SA	15.1	65	65	1.25%	68	0.96%	65	1.25%	263	2.72%
sub-totals (McArthur Investments LLC)			186.5	1219								
KT-1A	LDR (Residential)	RS/DS	12.4	62	62	1.19%	62	0.88%	62	1.19%	62	0.67%
KT-1B	LDR (Residential)	RS/DS	20.4	102	102	1.95%	102	1.45%	102	1.95%	102	1.10%
KT-2	LDR (Residential)	RS/DS	23.7	118	118	2.26%	118	1.68%	118	2.26%	118	1.27%
KT-3A	LDR (Residential)	RS/DS	19.2	96	96	1.84%	96	1.37%	96	1.84%	96	1.03%
KT-3B	LDR (Residential)	RS/DS	18.4	97	97	1.88%	97	1.38%	97	1.88%	97	1.04%
KT-4	LDR (Residential)	RS/DS	14.3	71	71	1.38%	71	1.01%	71	1.38%	71	0.76%
KT-5	LDR (Residential)	RS/DS	23.5	136	136	2.61%	136	1.94%	136	2.61%	136	1.45%
KT-20	MDR (Residential)	RS/DS	22.5	202	109	2.08%	202	2.88%	109	2.08%	202	2.17%
KT-21A	MDR (Residential)	RS/DS	18.6	167	90	1.72%	167	2.38%	90	1.72%	167	1.80%
KT-21B	MDR (Residential)	RS/DS	18.6	167	90	1.72%	167	2.38%	90	1.72%	167	1.80%
KT-30	HDR (Residential)	R3	7.5	150	44	0.85%	103	1.46%	44	0.85%	93	1.00%
KT-40A	Commercial Mixed Use	CMU/SA	5.2	39	34	0.85%	50	0.71%	34	0.85%	105	1.12%
KT-40B	Commercial Mixed Use	CMU/SA	18.3	136	119	2.29%	173	2.49%	119	2.29%	367	3.95%
KT-41	CC (Commercial)	GC	55.2	239	247	4.58%	247	3.52%	239	4.58%	853	9.18%
KT-42	CC (Commercial)	GC	8.8	38	38	0.73%	39	0.56%	38	0.73%	136	1.46%
KT-43	Commercial/Business Prof.	CC/SA	12.2	53	53	1.01%	55	0.78%	53	1.01%	205	2.20%
sub-totals (KT Development)			299.8	1543								
TOTAL			496.2	6650	5220	100%	7,014	100%	5,220	100%	9,300	100%

NOTE:
 One Water EDU = 600 gpd
 One Sewer EDU = 190 gpd
 One Rec Water EDU = 600 gpd
 Trip factor from City Traffic Mitigation Fee Study

Exhibit II

Infrastructure Phasing and Reimbursement Schedule

Sewer Reimbursements:

1. Construct 15-inch sewer line (R1, on Exhibit P-1) and appurtenances (900± LF) in Westbrook Boulevard Segment 6, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Richland Property upon development.
(Estimated \$19,499)
2. Construct 12-inch sewer line (R2, on Exhibit P-1) and appurtenances (1,060± LF) in Westbrook Boulevard Segment 6, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Richland Property upon development.
(Estimated \$45,710)
3. Construct 21-inch sewer line (C8, on Exhibit P-1) and appurtenances (3,190± LF) in Market Street Segments 1 thru 3, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Chan Property upon development.
(Estimated \$14,180)
4. Construct 18-inch sewer line (C7, on Exhibit P-1) and appurtenances (1,320± LF) in Vista Grande Boulevard Segment 4, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Chan Property upon development.
(Estimated \$4,459)

-
5. Construct 15-inch sewer line (C6, on Exhibit P-1) and appurtenances (1,500± LF) in Vista Grande Boulevard Segment 5, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Chan Property upon development.
(Estimated \$8,147)
 6. Construct 12-inch sewer force main (C5, on Exhibit P-1) and appurtenances (5,400± LF) in Vista Grande Boulevard Segments 5 thru 8, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Chan Property upon development.
(Estimated \$25,179)
 7. Construct Sanitary Sewer Lift Station (C4, on Exhibit P-1) on PQP KT-60.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Chan Property upon development.
(Estimated \$35,867)
 8. Construct 15-inch sewer line (C3, on Exhibit P-1) and appurtenances (2,500± LF) in Vista Grande Boulevard Segments 7 & 8, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Chan Property upon development.
(Estimated \$17,388)
 9. Construct 12-inch sewer line (C2, on Exhibit P-1) and appurtenances (1,806± LF) in Santucci Boulevard Segments 3 thru 5, on Exhibit H.
 - a. Responsibility: Sierra Vista

- b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Chan Property upon development.
(Estimated \$58,126)
10. Construct 8-inch sewer line (C1, on Exhibit P-1) and appurtenances (1,360± LF) thru CO-20 & CO-2B.
- a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional sewer flow in pipe, from the Chan Property upon development.
(Estimated \$51,346)

Water Reimbursements:

1. Construct 24-inch water line (W1, on Exhibit T-1) and appurtenances (6,883± LF) in Baseline Road Segments 1 thru 5, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Richland Property upon development.
(Estimated \$390,383)
 - ii. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$37,179)
2. Construct 24-inch water line (W2, on Exhibit T-1) and appurtenances (8,711± LF) in Westbrook Boulevard Segments 1 thru 6, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Richland Property upon development.
(Estimated \$503,390)
 - ii. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$47,942)
3. Construct 24-inch water line (W3, on Exhibit T-1) and appurtenances (1,380± LF) in Vista Grand Boulevard Segment 6, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Richland Property upon development.
(Estimated \$84,218)
 - ii. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$8,021)

-
4. Construct 24-inch water line (W4, on Exhibit T-1) and appurtenances (1,500± LF) in Federico Drive Segment 2, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Richland Property upon development.
(Estimated \$94,500)
 - ii. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$9,000)
 5. Construct 24-inch water line (W5, on Exhibit T-1) and appurtenances (2,630± LF) between Federico Drive and Vista Grande Boulevard, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Richland Property upon development.
(Estimated \$156,794)
 - ii. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$14,933)
 6. Construct 24-inch water line (W6, on Exhibit T-1) and appurtenances (950± LF) thru FD-63 and FD-40.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Richland Property upon development.
(Estimated \$65,470)
 - ii. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$6,235)
 7. Construct potable water infrastructure facility and appurtenances on PQP FD-63.

- a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Richland Property upon development.
(Estimated \$139,406)
 - ii. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$13,277)
8. Construct 16-inch water line (W7, on Exhibit T-1) and appurtenances (1,060± LF) in Santucci Boulevard Segments 4 & 5, on Exhibit H.
- a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Richland Property upon development.
(Estimated \$33,748)
 - ii. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$3,214)
9. Construct 8-inch water line (W8, on Exhibit T-1) and appurtenances (1,670± LF) in Santucci Boulevard Segment 6, on Exhibit H.
- a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Richland Property upon development.
(Estimated \$28,471)
 - ii. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$2,712)
10. Construct 16-inch water line (W9, on Exhibit T-1) and appurtenances (1,590± LF) in Santucci Boulevard Segments 3 & 4, on Exhibit H.
- a. Responsibility: Sierra Vista

- b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$7,591)
11. Construct 12-inch water line (W10, on Exhibit T-1) and appurtenances (2,553± LF) in Vista Grand Boulevard Segment 7 & 8, on Exhibit H.
- a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional water demand from the Chan Properties upon development.
(Estimated \$6,910)

Recycled Water Reimbursements:

1. Construct 24-inch recycled water line (RW1, on Exhibit V) and appurtenances (3,270± LF) in Westbrook Boulevard Segments 5 & 6.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional recycled water demand from the Richland Property upon development.
(Estimated \$144,432)
 - ii. Reimbursement for oversizing based on proportional recycled water demand from the Chan Properties upon development.
(Estimated \$25,488)
2. Construct 12-inch recycled water line (RW2, on Exhibit V) and appurtenances (2,586± LF) in Federico Drive Segments 2 & 3.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional recycled water demand from the Chan Properties upon development.
(Estimated \$10,892)
3. Construct 6-inch recycled water line (RW3, on Exhibit V) and appurtenances (1,150± LF) in Santucci Boulevard Segment 6, on Exhibit H.
 - a. Responsibility: Sierra Vista
 - b. Cost Sharing: Sierra Vista
 - c. Credits/Reimbursements:
 - i. Reimbursement for oversizing based on proportional recycled water demand from the Chan Properties upon development.
(Estimated \$3,030)

Exhibit JJ

**Sierra Vista Specific Plan
Infrastructure Fee
Terms and Conditions**

EXHIBIT JJ

**SIERRA VISTA SPECIFIC PLAN FEE PROGRAM
DRAFT POLICIES & PROCEDURES OUTLINE**

The provisions for development and implementation of the Owner-sponsored Sierra Vista Specific Plan Fee Program are set forth in this Exhibit. Although ultimately implemented and enforced by the City, this Fee Program is intended to be independent of and in addition to all other City and County fees required to be paid in connection with development of the area affected by the Sierra Vista Specific Plan ("Plan Area"), including without limitation, other fees collected by the City or County (such as the City's TMF Fee), and shall affect only those properties lying within the Plan Area.

References to an "Original Owner" herein shall refer to each of those persons or entities identified as "Landowner" in the Development Agreements entered into in connection with the approval of the Specific Plan, as of the date of execution thereof. References to an "Original Owner's Property" or "Property" shall refer to the portion of the Plan Area owned or controlled (i.e., by way of option or other right to acquire the property) by the Original Owner as of the date of recordation of the Development Agreement for such Property.

1. **Overview of Fee Program.** The Specific Plan Fee Program (the "Fee Program") will consist of three fees (each a "Fee", and collectively, the "Fees"), which are initially calculated by a third party administrator and recommended to the City for imposition and collection by the City, credits ("Fee Credits") awarded to the Dedicating Owner dedicating the City Park Land (as defined herein) and the Constructing Owners (as defined herein) to be applied towards Fees, and reimbursements ("Fee Reimbursements") paid to Original Owners or Constructing Owners from Fees paid to the City.

A. **Types of Fees.** The Fees are comprised of the following:

(1) **City Park Land Fee:** to fund the fair share contributions towards the dedication of a portion of the Plan Area to be dedicated for the City Park identified on Exhibit ____ of the Project Development Agreements (the "City Park Land");

(2) **Infrastructure Fee:** to fund and/or reimburse the fair share of the costs of the design and construction of the Project Improvements and dedication of Public Lands (excluding the City Park Land); and

(3) **Administration Fee:** to fund the fair share of the costs for the City to administer, oversee, implement and enforce the Fee Program.

The Fees are independent of each other and Fee Credits generated against one Fee (through dedications, construction, or payments) shall not be creditable against the other Fees.

B. **Fee Administrator.** The Fee Program will be organized and monitored regularly by an administrator (the "Administrator"). The Original Owners will retain

and advance the costs of the Administrator until such time that the City determines, in consultation with the Administrator, that sufficient funds have been and will continue to be generated by the Administration Fee to fund all future costs of the Administrator, in addition to all other costs associated with the administration of the Fee Program. Once the City assumes the responsibility to fund the costs of the Administrator from the Administration Fee, the Original Owners will no longer be responsible to provide advance funding therefor. The Administrator will work with the City and the Original Owners to facilitate the administration and implementation of the Fee Program. To minimize the costs to the City to administer this Fee Program, the City will rely, to the fullest extent legally possible, on the Administrator to obtain, maintain, process and prepare the information and reports required by this Program to calculate and re-calculate the Fees in accordance with the terms of this Fee Program. The Administrator's roles and responsibilities are more particularly described in Section 9.B below.

C. Fee Credits; Fee Reimbursements.

(1) City Park Land Fee Credits and Fee Reimbursements. The Original Owner dedicating the City Park Land (the "Dedicating Owner") will receive Fee Credits (the "City Park Land Fee Credits") and Fee Reimbursements ("City Park Land Fee Reimbursements,") in consideration of such dedication.

(2) Infrastructure Fee Credits and Fee Reimbursements.

a. Infrastructure Fee Credits. If a person or entity electing to develop a portion of property within the Specific Plan (a "Constructing Owner") is required to install any Project Improvements in connection with its development of such portion of property (which portion shall be referred to as the "Developing Property"), such Constructing Owner will receive an amount (in dollars) of Fee Credits against the Infrastructure Fee for the Eligible Project Improvement Costs (as defined herein) paid by the Constructing Owner. The amount of such Fee Credits shall be up to, but not in excess of, the total amount of Infrastructure Fees anticipated to be generated by development of the Constructing Owner's Developing Property (a "Developing Property's Infrastructure Fee Obligation"). For example, if a Constructing Owner's tentative subdivision map for 100 tentative single family lots requires the construction of certain Project Improvements, then, for purposes of determining the maximum amount of Fee Credits that can be allocated to the Constructing Owner for its construction of the required Project Improvements, the Developing Property's Infrastructure Fee Obligation would be equal to 100 times the Infrastructure Fee payable by the Developing Property.

b. Infrastructure Fee Reimbursements. If the Eligible Project Improvement Costs paid by the Constructing Owner exceeds the corresponding Developing Property's Infrastructure Fee Obligation related thereto, the Constructing Owner will receive Fee Reimbursements from Infrastructure Fees for the amount of such excess.

(3) No Administrative Fee Credits. No credits or reimbursements shall be provided to the Original Owners with respect to their advance funding of the costs of the Administrator and/or the City to develop, administer, monitor and enforce the Fee Program. By not allowing for credits against the Administration Fee, the Original Owners intend to generate a reliable flow of Administration Fees during development to enable the City to pay the costs of the administration of the Fee Program and eliminate the Original Owners' continuing obligation to advance the costs thereof.

D. Annual Adjustments to Fees, Credits and Reimbursements. The Fees, and corresponding Fee Credit and Fee Reimbursement balances related thereto, shall be adjusted annually, effective as of July 1st of each year (the "Annual Adjustment Date"). If for some reason adjustments cannot be made on such date, the adjustments will be made as soon as possible thereafter. The annual adjustments for each Fee shall be made in accordance with the adjustment methods described below for each Fee.

2. City Park Land Fee; City Park Land Fee Credits; City Park Land Fee Reimbursements.

A. General. The City Park Land shall be identified and offered for dedication to the City, as and when required by the City pursuant to the applicable Development Agreement. The City Park Land Fee will be used to compensate the Dedicating Owner for its required dedication of the City Park Land. The City Park Land Fee will be allocated only to residential development within the Specific Plan, in proportion to relative equivalent dwelling units ("EDUs") set forth in the Specific Plan Finance Plan (the "Finance Plan") for each Original Owner's Property in the Plan Area.

B. Calculation of City Park Land Fee. The City Park Land Fee shall be determined on a residential EDU basis by dividing the value of the City Park Land by the total number of residential EDUs described by the Finance Plan for the land uses shown on the Specific Plan initially approved by the City.

(1) Initial Valuation. Consistent with the appraisal prepared at the request of the City (the "City Appraisal"), the initial value of the City Park Land shall be established at \$135,000 per acre.

(2) Updated Valuations of City Park Land. The value of the City Park Land shall be revisited and updated beginning on the Annual Adjustment Date for the year when residential building permits are first anticipated to be issued within the Plan Area, and annually thereafter. The new value shall be based upon a reappraisal or updated appraisal of the City Park Land, as of the pertinent Annual Adjustment Date, obtained by the Administrator. Such reappraisal or updated appraisal shall be based upon similar assumptions and methodology used by the City in the initial City Appraisal, unless the City determines that extenuating circumstances require the use of alternative methodologies, provided that such alternative methodologies shall nevertheless meet applicable MAI appraisal standards.

(3) Adjustments to City Park Land Fee and City Park Land Fee Credit. The City Park Land Fee and City Park Land Fee Credit shall be adjusted based on the percentage change between the reappraised/updated valuation and the immediately preceding valuation for the City Park Land (the “**Land Value Percentage Change**”). Once the City Park Land Fee has been paid with respect to a particular building permit, the residential unit(s) which was the subject of the particular building permit shall not be subject to subsequent increases or decreases in the City Park Land Fee.

C. Timing of Payment of Fee. The City Park Land Fee for a residential building shall be due upon the issuance of a building permit for that building.

D. Park Fee Reimbursements. Once the Dedicating Owner has granted the City an irrevocable offer of dedication for the City Park Land in form acceptable to the City, City Park Land Fee Reimbursements shall be paid to the Dedicating Owner quarterly, as and when the City collects City Park Land Fees from residential development within the Plan Area, whether or not the City has then accepted such dedication.

3. Infrastructure Fee, Fee Credits and Fee Reimbursements.

A. General. The Infrastructure Fee will fund (i) the costs for design and construction of backbone public improvements required for the development of the Plan Area (the “**Project**”), as such public improvements are more particularly identified on Schedule JJ-1 (the “**Project Improvements**”), and (ii) the value of the public lands to be dedicated for (a) storm water detention, drainageways, creek corridors, wetland mitigation, and open space, which lands are designated as “**Open Space**” on the Specific Plan or otherwise depicted as Open Space on Schedule JJ-2 (collectively, “**Open Space**”) and (b) road right-of-way, sewer lift stations, water tanks, paseos and other specifically identified public uses, other than Open Space, the City Park Land and neighborhood park land (collectively, “**Public/Quasi-Public Land**”), as such Open Space and Public/Quasi-Public Land are more particularly shown and described on Schedule JJ-2 (collectively, the “**Public Lands**”). Except to the limited extent described in Section 3.C(2) below, the Project Improvements specifically exclude any required backbone public improvements that would typically be funded by Other Public Infrastructure Programs (as defined herein). The Public Lands exclude the City Park Land due to the separate City Park Land Fee established therefor, and also exclude the neighborhood park lands because the land uses within the Specific Plan have been designed so that each Original Owner’s Property provides its required share of neighborhood park land.

B. Calculation of Infrastructure Fee. The Infrastructure Fee shall be determined for each Property first by allocating the aggregate costs of the Project Improvements (the “**Project Costs**”) shown on the most recent “**Project Cost Estimation**” (as hereinafter defined) for the Plan Area among the various land use categories in the Plan Area, and then, with respect to each Property within the Plan Area, allocating such Property, by land use, its share of the Estimated Project Costs based upon the land uses

shown for such Property on the Specific Plan initially approved by the City, and then making the "Public Land Fee Adjustment" (as hereinafter defined) applicable to such Property, all as set forth in this Section 3.B. As a result of this methodology, the amount of the Infrastructure Fee is likely to vary among different Properties.

(1) Determination of Fair Share Per EDU. First, each land use in the Plan Area will receive a "fair share" allocation of the costs of the Project Improvement in accordance with this Section 3.B(1), which reflects the cost-spreading methodologies contained in the Finance Plan (which are, in turn, based on generally accepted engineering principles). The initial "fair share" allocation, as shown on Schedule JJ-3 attached hereto, was and shall be determined by:

a. Designating separate categories of Project Improvements (each, an "Improvement Category") for those Project Improvements whose Project Costs are allocated to the Plan Area land uses on the same EDU basis (including, by way of example rather than limitation, a category for traffic improvements, the costs of which are allocated to land uses on a traffic EDU basis, and a category for storm drain improvements, the costs of which are allocated to land uses on a drainage run off coefficient basis). Each Improvement Category will necessarily involve a different set of underlying Plan Area EDUs;

b. Determining the total estimated costs of the Project Improvements within each Improvement Category based on the most recent Project Cost Estimation; and

c. Dividing the total estimated costs of the Project Improvements within each Improvement Category by the total number of EDUs participating in such Improvement Category to determine the cost-per-EDU within such Improvement Category.

(2) Determination of Fair Share of Project Costs on a Per Property Basis. The total "fair share" of Project Costs for each Property by land use category shall be determined by:

a. Multiplying the cost-per-EDU for each Improvement Category by the number of EDUs on such Property for each corresponding land use category; and

b. Totaling the costs determined under Section 3.B(2)(a) for each land use category on such Property.

(3) Public Land Fee Adjustment. The "fair share" of Project Costs applicable to a Property shall then be adjusted by the difference between the value of Public Lands to be dedicated within the Property and the Property's allocable share of the value of all Public Lands to be dedicated within the Plan Area (the "Property Fair-Share Land Obligation"). Such difference is referred to as the "Public Land Fee Adjustment."

a. Methodology. The Property Fair-Share Land Obligation is equal to the amount of Public Land that must be dedicated for that Property as a result of the number and type of land uses shown for that Property on the Specific Plan, based on the following allocations:

(i) For Public/Quasi-Public land (consisting of road right-of-way, sewer lift stations, water tanks, and paseos, but excluding City Park Land, neighborhood park land, and Open Space), each Property's fair share is calculated on a proportionate gross acreage basis (i.e., each Property's fair share of Public/Quasi-Public acreage is based on its gross acreage divided by total Plan Area gross acreage). The value of the City Park Land is applied to the Public/Quasi-Public Land to determine the amount of each Property's shortfall or overage. Shortfall/overage related to Public/Quasi-Public land is then allocated to the land uses within each Property based on such Property's relative traffic EDUs and then added or deducted, as applicable, from the subtotal of all of the other Improvement Categories within the Infrastructure Fee for each land use within such Property;

(ii) No adjustments are made for neighborhood park land, on the basis that each subdivision is self-sufficient in its dedication of neighborhood park land; and

(iii) For Open Space, Open Space with detention is allocated 50% to residential (on a persons per household ("PPH") basis) and 50% to all uses (on a run-off coefficient basis); Open Space without detention is allocated solely to residential (on a PPH basis). Open Space values are based on the following percentages of the City Park Land valuation: 50% for Open Space otherwise developable but required for the Corps 404 permit, 10% for Open Space land within the WAPA corridor, and 20% for all other Open Space. Land within the WAPA corridor designated by the Specific Plan for commercial use are not included in or credited as Open Space. Using these allocations, each Property's fair share requirement for Open Space is determined and the resulting shortfall/overage is then allocated to the land uses in each Property on a PPH basis for residential uses and employee-per-square-foot basis for non-residential uses and then added or deducted, as applicable, from the subtotal of all of the other Improvement Categories within the Infrastructure Fee for each land use within such Property.

b. Adjustments Reflected in Schedule JJ-3. The Public Land Fee Adjustment is incorporated in the Infrastructure Fee for each Original Owner's Property described in Schedule JJ-3 attached hereto. The methodology for determining the Public Land Fee Adjustment is described above to assist in any recalculation of the Public Land Fee Adjustment that may be required by Section 3.D(2) below in connection with the 404 Approvals.

(4) Multiple Properties. Each Original Owner shall have the right to treat all of the Properties within the Plan Area owned by the same named ownership entity as a single Property, aggregating such Properties' shares of Project Costs and Public Land Fee Adjustments in such a manner as to have the same amount of Infrastructure Fee on each Property for the same land use category. An Original Owner shall exercise this right, if at all, by giving the Administrator written notice of such Original Owner's election as and when required by the Administrator.

C. Project Cost Estimations. As set forth above, the Infrastructure Fee is based, in part, upon the Project Costs as shown on a Project Cost Estimation. As used in this Fee Program, "Project Cost Estimation" refers to the total estimated costs for all Project Improvements, including all estimated Hard Costs (including a 20% contingency thereon) and an estimated Soft Costs allowance equal to 20% of such estimated Hard Costs. The initial Project Cost Estimation is based on the cost estimates for the Project Improvements set forth in the Finance Plan approved as part of the Specific Plan and attached hereto as part of Schedule JJ-1.

(1) Project Improvements Included in Fee Program. As noted above, the Project Improvements are limited to those listed on Schedule JJ-1, and unless and until the same are specifically added to the list of Project Improvements by unanimous decision of the Original Owners and approval by the City, the components of any other required public backbone infrastructure are specifically excluded from this Fee Program. To the extent that other required backbone infrastructure is subject to a separate public funding program or mechanism (each, an "Other Public Infrastructure Program") with the City, County or other agency (e.g., other backbone road improvements funded by fee credits and/or reimbursements through the City's TMF Fee or other public utilities funded by a public utility fee credit/reimbursement program), those other backbone infrastructure improvements are specifically not a part of the Project Improvements. To the extent permitted by the applicable agency, such other backbone infrastructure may be eligible for financing under the Other Public Infrastructure Program.

(2) Backbone Utility Improvements. The Project Improvements to be funded by the Infrastructure Fee shall include any required electric and/or gas utility backbone infrastructure that may be reimbursable by private utilities; and potential reimbursements from private electric/gas utilities (such as PG&E) shall be treated the same as potential Third Party Reimbursements (as defined herein) for purposes of this Fee Program. To minimize the potential administration of such reimbursements, to the extent a public utility includes an option for sharing in construction costs that does not include reimbursement, the Constructing Owner shall elect the option that does not involve reimbursement. For example, PG&E currently allows a contractor to elect to receive either a 50% contribution for the cost of a facility upon construction or a 100% reimbursement of the cost paid over time by subsequent development; in such case, the Constructing Owner

shall select the contribution option and the other half of the cost of the facility shall be included in the Project Costs.

D. Infrastructure Fee Adjustments. The Infrastructure Fee shall be adjusted annually on the Annual Adjustment Date for each land use by updating and summing the updated Project Improvements costs and Public Land valuations for the applicable Improvement and Land Categories related thereto as described below. The Administrator may also elect, at any other time if deemed warranted by the Administrator due to changes in actual costs and/or eligible Project Improvements, to adjust the Infrastructure Fee in the manner provided below.

(1) Project Cost Estimation. The Project Cost Estimation shall be updated and adjusted annually in accordance with the methodology of the Finance Plan used to establish the Infrastructure Fee, based, in part and without limitation, on: (a) the estimated cost of remaining Project Improvements within each Improvement Category for which a Credit/Reimbursement Agreement is not yet fully executed and effective; (b) the amount of any outstanding Credit/Reimbursement balances allocable to each Improvement Category, and (c) the number of undeveloped or unpermitted EDU's for each Improvement Category with respect to which the Infrastructure Fee has not then been paid.

a. Project Improvements Not Yet Subject to Contract. Adjustments to the estimated Project Costs of remaining Project Improvements not yet subject of a fully executed and effective Credit/Reimbursement Agreement will be made annually based, at the recommendation of the Administrator, in consultation with the Original Owners and the City, either upon updated actual Hard Costs or by the change in the Engineering News Record Construction Cost Index or comparable index (the "CCI") and/or based on actual and estimated cost adjustments as provided herein. Any adjustment to the Fee based on updated Hard Costs will be based upon information available to the Administrator in the form of actual Hard Costs for recently constructed Project Improvements in the same Improvement Category and/or bids accepted for any Project Improvements or similar facilities within the greater Sacramento region.

b. Completed Project Improvements. Subject to the above limitation, the Administrator will be required to include in the calculation of the update to the Infrastructure Fee any "actual" costs of Project Improvements (based on the Hard Costs for contracted work and the corresponding Soft Costs allowance) based either on the executed contracts for such Project Improvements and/or on the "true up" of the "actual" costs after Completion thereof.

(2) Public Land Fee Adjustments. The portion of the Infrastructure Fee allocable to the Public Land Fee Adjustment within a Property (or Properties), once allocated to the land uses within the Property (or Properties) shall not be adjusted by any change in the market value of such Public Land or for any other reason, except as otherwise provided in this Section 3.D(2).

a. 404 Permit Requirements. The Original Owners will need to obtain approval of a 404 Permit from the Army Corps of Engineers and related approvals and permits (collectively, the "404 Approvals") prior to the construction of any of the Project Improvements. If the 404 Approvals require additions to or subtractions from the Open Space to be dedicated as shown on Schedule JJ-2, then the Public Land Fee Adjustment may be subject to adjustment. In the event of any such mandated changes to the Open Space dedications, the methodology used to determine the Public Land Fee Adjustments in Section 3.B(3)(a) above shall be used to re-determine such Adjustments; and, in order to maintain consistency with annual adjustments to the Infrastructure Fee, the land values for the Open Space areas used to determine the Public Land Fee Adjustment shall be adjusted, if applicable, by the percentage change between the then reappraised/updated valuation for the City Park Land and the original \$135,000 per acre valuation for the City Park Land.

b. Annual Adjustments Based on Percentage Change in Value. Once initially allocated to the land uses within a Property on an EDU basis, except as may be adjusted as provided above, the Public Land Fee Adjustment within such Property (or Properties) shall thereafter be adjusted for the number of EDUs remaining to be developed or permitted in such Property by the annual Land Value Percentage Change. For example, if a Public Land Fee Adjustment resulted in a reduction in the Infrastructure Fee within a Property (due to the Property dedicating more than its fair share of land dedications) of \$200 per single-family EDU, and if the Land Value Percentage Change for the following year was 10%, then the reduction associated with such Public Land Fee Adjustment for such Property would be increased to \$220 per undeveloped single-family EDU therein.

(3) WAPA Corridor Adjustments Related to Parcels JM-41 and FD-40. With respect to Parcels JM-41 and FD-40, a portion of these parcels impacted by the WAPA corridor has been assumed as being undevelopable based on certain building and usability factors and such portions have been allocated zero (0) EDUs and excluded from the calculation of the Infrastructure Fee and the Administration Fee. So long as actual development of Parcels JM-41 and FD-40 does not exceed the total developable area assumed for such parcels in this analysis (i.e., approximately 10.14 acres of useable developable area within Parcel JM-41 and approximately 1.81 acres of useable developable area within Parcel FD-40), the EDU allocation thereto shall remain unchanged; if actual development thereof exceeds the assumed square footage amount thereof, then the amount of applicable EDUs for such Parcel and the corresponding Infrastructure Fee and Administration Fee allocable to development thereof shall be adjusted based on such increase in assumed developable area.

E. No Adjustment Based on Method of Financing. There shall be no adjustment to the Infrastructure Fee based upon the method by which any Constructing Owner funds either the Project Improvements it constructs or such Constructing Owner's allocable share of the Project Costs. By way of example, funds for Project Improvements

generated by a public financing district formed on a Constructing Owner's property (such as an assessment or community facilities district) shall be treated the same as private financing by the Constructing Owner and shall not be deducted from or have any other effect on the calculation of the Infrastructure Fee. Proceeds from any such assessment or community facilities district for acquisition and construction of Project Improvements shall be available solely to the Constructing Owner whose property is included within such district.

F. Timing and Amount of Payment of Infrastructure Fee. The Infrastructure Fee payable with respect to development of property within the Specific Plan shall be due upon whichever of the following is applicable:

(1) Single Family Residential. For single family residential development:

a. Upon Recordation of Small Lot Map if Fee Reimbursements Outstanding. The Infrastructure Fee shall be paid for all single-family lots created by a small lot subdivision map upon recordation thereof, if at the time of such recordation any Original Owner or Constructing Owner is either (i) eligible to receive payment of a Fee Reimbursement pursuant to an executed Credit/Reimbursement Agreements and has not yet received full payment thereof, or (ii) will become eligible, upon Completion of certain Project Improvement(s), to receive payment of a Fee Reimbursement pursuant to an executed Credit/Reimbursement Agreement and sufficient funds have not then been collected to fund such Fee Reimbursement on Completion (an "Outstanding Fee Reimbursement"); or

b. Upon Issuance of Building Permits if No Outstanding Fee Reimbursement. If no Outstanding Fee Reimbursements existed at the time of recordation of a small lot subdivision map, then the Infrastructure Fee will be paid as building permits are issued for each lot within such recorded small lot subdivision map.

(2) Multifamily and Non-Residential Development. For all other land uses, the Infrastructure Fee shall be paid upon issuance of a building permit for each multifamily or non-residential building, based on the land use and number of EDUs covered by the particular building permit.

4. Administration Fee.

A. General. The Administration Fee will fund the anticipated and actual costs to organize, monitor, administer and enforce the Fee Program, including without limitation, the costs to retain the Administrator, the costs to retain any engineering, appraisal and/or fee consultants to assist with Fee updates and construction monitoring, and the costs of the City to implement and enforce the Fee Program during buildout of the Project. Except as otherwise expressly provided herein, the Administration Fee shall fund all costs associated with the administration of the Fee Program, including annual

Fee updates, calculation and collection of any Shortfall payments, and preparation and maintenance of credit/reimbursement agreements. The costs to establish the Fee Program and the costs to fund the Administrator prior to assumption thereof by the City shall be advanced by the Original Owners pursuant to the terms of their separate cost sharing agreement.

B. Calculation of Administration Fee. The Administration Fee shall be the amount necessary to pay the actual and estimated costs to develop, implement, monitor and enforce the Fee Program from City approval of the Specific Plan and Development Agreements through the buildout of the Project, excluding only the costs thereof to be advanced by the Original Owners. The Administration Fee shall be allocated to the various land uses in the same manner and proportions as the calculation of the "fair share" of Project Costs used to calculate the Infrastructure Fee (but without application of the Public Land Fee Adjustment).

C. Annual Adjustment. The Administration Fee shall be updated and adjusted annually at the same time as the other Fees, based on the actual and estimated costs associated with administering the Fee Program throughout the buildout of the Project, including changes in administration costs associated with the City's assumption, to be funded solely by the Administration Fee, of the obligation to retain and fund the Administrator's responsibilities and to fund any changes in the estimated time to complete buildout of the Project. Subject to unanimous approval by the Original Owners, such estimated costs may include an amount to build a reserve that will supplement the cash flow provided by the Administration Fee for the City's assumption of the funding for the Administrator after the Original Owners cease to advance the funds thereof.

D. Timing of Payment of Administration Fee.

(1) Original Owner Advances. From and after approval of the Specific Plan and Development Agreements, the Original Owners shall fund directly the costs to develop, implement, monitor and enforce the Fee Program to the extent the amount of Administration Fees being collected is insufficient to cover all of the then current costs associated with administering the Fee Program. All such advances shall be included within the calculation of the Administration Fee. The advances shall be allocated among the Original Owners pursuant to their separate written agreement, and such allocations shall be provided to the Administrator.

(2) Other Payments. The Administration Fee shall be due at the same time as the Infrastructure Fee.

E. No Fee Credits or Reimbursements. Since all Original Owners will be sharing in any and all required advances to cover the costs associated with establishing and administering the Fee Program, including without limitation, the costs of the Administrator, in excess of the amount covered by the Administration Fees, no Administration Fee Reimbursements will be due and payable to any Original Owner due to such Original Owner advancing more than its fair share of the costs to administer the

Fee Program. Similarly, to provide a secure cash flow of Administration Fees from development of the Specific Plan that can be relied on by the City if and when it assumes full administration of the Fee Program, the Original Owners will not receive any Fee Credits with respect to the funds advanced thereby to establish and administer the Fee Program. Any failure of an Original Owner to advance its fair share of the costs to administer the Fee Program shall be addressed by the Original Owners' separate agreement and not by the Fee Program, provided such remedies may include forfeiture and/or assignment of Infrastructure Fee Credits by any defaulting Original Owner.

F. Costs Excluded From Administration Fee. The Administration Fee shall not fund, and each Original Owner or Constructing Owner shall be separately responsible for paying, any and all costs associated with a request to assign or transfer Fee Credits or Fee Reimbursements within the Plan Area, as well as those costs associated with any change thereby in land use or EDU capacity utilization for any property as set forth in the Specific Plan.

5. Infrastructure Fee Credits for Constructing Owners. Any Constructing Owner that constructs any Project Improvements will receive Fee Credits in accordance with this Section 5 and may receive Fee Reimbursements in accordance with Section 6. The value of the Fee Credits given to Constructing Owners shall be subject to annual adjustment as provided for herein. References in this Fee Program to "**Credit/Reimbursement**" shall refer to Fee Credits or Fee Reimbursements, as applicable.

A. Calculation of Amount of Infrastructure Fee Credits. Subject to the limitations of Section 6.A(4) below, the Fee Credits available to a Constructing Owner for application to the Infrastructure Fee shall be based upon the Eligible Hard Costs and Soft Costs for the particular Project Improvements being constructed.

(1) Hard Costs; Eligible Hard Costs. The "**Hard Costs**" of Project Improvements eligible for Credit/Reimbursement under the Infrastructure Fee shall mean and refer to the actual costs of construction of a Project Improvement that are incurred by a Constructing Owner pursuant to a properly bid construction contract with a duly licensed, qualified general contractor for the Project Improvements. Such Hard Costs shall include the costs of (i) construction of the Project Improvement(s), based on the price included in the contract (the "**Construction Contract**") with a contractor entered into in accordance with the provisions of Section 5.A(3) below for the construction of such Public Improvement(s), and (ii) traffic control, staging and storm water pollution prevention implementation measures related to such construction. The Hard Costs shall include the costs of any changes in scope or standards required by the City during the course of construction thereof that are added to the Construction Contract. Hard Costs shall also include the cost for any materials that exceeded the minimum specifications required by the City, so long as the bid for the contract clearly describes the allowed minimum specification. (An example might be a contractor choosing to substitute a higher grade of pipe because the lower specified and acceptable grade is either unavailable or more expensive due to shortages or other reasons.) The Administrator shall recommend to the City the

amount of the Hard Costs for each Project Improvement eligible for Credit/Reimbursement under the Infrastructure Fee. "**Eligible Hard Costs**" means all of the Hard Costs incurred by the Contracting Owner except to the extent the Administrator excludes costs that the Administrator finds to be commercially unreasonable.

(2) Soft Costs. "**Soft Costs**" means the costs of storm water pollution prevention monitoring & management, engineering, inspection, testing, surveying and bonding related to the construction of the Project Improvement(s). Each Constructing Owner entering into a bonded contract to construct a Project Improvement shall receive an allowance for Soft Costs equal to 20% of the Eligible Hard Costs for such Project Improvement, without the need for a proposal, contract, invoices or any other form of documentation to substantiate the actual amount of Soft Costs incurred. In consideration of this fixed percentage for Soft Costs, a Constructing Owner shall have no right to request a greater amount of Credits/Reimbursements due to actual Soft Costs exceeding this fixed-percentage allowance.

(3) Bidding/Contracting of Construction. All bidding and contracting shall be done so as to allow the Project Improvements to be eligible for acquisition or construction by a CFD and/or to enable the Infrastructure Fees to be financed by a CFD. Such public bidding requirements shall include, but not be limited to, competitive bidding, prevailing wage, and award of contract to the lowest responsible bidder. Prior to approving improvement plans for construction of a Project Improvement, the City and Administrator shall cooperate with each other to develop and implement a bidding and contracting monitoring program to ensure compliance with the public bidding, prevailing wage and contracting requirements prior to execution of each contract for construction of a Project Improvement by a Constructing Owner.

If a Constructing Owner fails to comply with the public bidding, prevailing wage and contracting requirements for a Project Improvement, the Constructing Owner will assume the risk that such Project Improvement may be required to be removed from the Fee Program in order to preserve the ability to fund the Project Improvements and/or the Infrastructure Fees with CFD financing. If a Project Improvement is removed from the Fee Program, the Constructing Owner thereof shall not receive and shall forfeit any Fee Credits or Fee Reimbursements with respect to such Project Improvement. Any such removal of a Project Improvement shall be treated in the same manner as if the Project Improvement had been constructed by a third party, as more particularly described in Section 8 below (i.e., no adjustment shall be made to the Infrastructure Fee and reimbursement agreements shall be provided to each of the Original Owners for its applicable share of then estimated cost of such removed Project Improvement, with a Priority Date as of the later of the date of removal of the Project Improvement from the Fee Program or "development" of such Original Owner's Property, and without any interest accrual).

B. Provision of Fee Credits for Project Improvements.

(1) Credit/Reimbursement Agreement. A sample form of credit and reimbursement agreement (a "**Credit/Reimbursement Agreement**") to be used for each Constructing Owner is attached hereto as Schedule JJ-4. This form of Credit/Reimbursement Agreement shall be used, and modified to the extent necessary, in connection with the construction of Project Improvements by a Constructing Owner for its applicable Developing Property.

a. No earlier than the approval by the City of the improvement plans for the Project Improvement(s) required for the Developing Property, the Administrator shall provide the City with the amount of the Credit/Reimbursement to be available under such Credit/Reimbursement Agreement, which shall be equal to 100% of the contracted Eligible Hard Costs of the Project Improvement(s), based on an accepted competitive bid in compliance with all public contracting requirements, plus the corresponding Soft Cost allowance related thereto (collectively, the "**Eligible Project Improvement Costs**").

b. The Credit/Reimbursement amount shall be inserted in the Credit/Reimbursement Agreement and the same shall be signed when a contract for the work has been entered into, performance and payment bonds in the form and amount required by the City have been posted therewith, and a notice to proceed with such construction (a "**Notice to Proceed**") has been given to the contractor. The City may require the amount of such bonds to be greater than the corresponding Credit/Reimbursement amount to address contingency costs and/or the costs to the City to cause the Completion of the applicable Project Improvements in the event of default by the Constructing Owner. Unless the amount of Fee Credits under the Credit/Reimbursement Agreement exceeds the amount of the corresponding Developing Property's Infrastructure Fee Obligation, no amount of Fee Reimbursements shall be included in the Credit/Reimbursement Agreement. The date of full execution of a Credit/Reimbursement Agreement shall be referred to as the "**Effective Date**" of the Credit/Reimbursement Agreement.

(2) Availability of Fee Credits. Fee Credits shall become available upon the Effective Date of the applicable Credit/Reimbursement Agreement. The Fee Credits for the contracted work under a Credit/Reimbursement Agreement shall continue to be available for application against the Infrastructure Fee so long as: (a) the Constructing Owner is not in material breach of the Credit/Reimbursement Agreement, and (b) the Constructing Owner continues to use commercially reasonable diligence to prosecute to Completion (as defined herein) the construction of the Project Improvement(s) that are the subject of the particular Credit/Reimbursement Agreement.

(3) Failure to Diligently Proceed Towards Completion. If a Constructing Owner ceases to diligently prosecute construction of a Project

Improvement, or otherwise breaches any material provisions of the Credit/Reimbursement Agreement, and if the Constructing Owner fails to cure such breach within thirty (30) days of receipt of written notice from the Administrator, the Administrator may recommend to the City that the City exercise any and all remedies then available under the Credit/Reimbursement Agreement, including cessation of approval of tentative or final subdivision maps, issuing building permits and/or occupancy permits for development of the Constructing Owner's Developing Property, suspension of the right to apply Fee Credits against the Infrastructure Fee and/or repayment by the Constructing Owner of all or any portion of the Fee Credits generated by the particular Credit/Reimbursement Agreement which have previously been applied against Infrastructure Fees.

C. Adjustments to Value of Fee Credits.

(1) CCI Adjustment. All Fee Credits provided pursuant to Credit/Reimbursement Agreements with an Effective Date not later than May 31 preceding the Annual Adjustment Date (i.e., for Fee Credits in effect at least one month prior to the Annual Adjustment Date) shall be subject to adjustment based on the increase or decrease in the CCI, so long as the Constructing Owner is in good standing under its applicable Credit/Reimbursement Agreement. In no event, however, shall a decrease in the CCI result in a decrease of the Constructing Owner's Fee Credit amount below the actual amount expended for the Project Costs which created the right to such Fee Credits. The purpose of this adjustment is to assure that Fee Credits received by a Constructing Owner offset a corresponding amount of Infrastructure Fee, on a dollar for dollar basis, up or down, as and when the Infrastructure Fee is adjusted, but without bearing a disproportionately large share of the actual Project Costs as a result of any decline in construction costs.

(2) Adjustment Based on Actual Eligible Hard Costs. After the Project Improvement(s) are Completed (as defined herein), there will be a "true-up" of the costs of the Project Improvements eligible for Fee Credits against and Fee Reimbursements from the Infrastructure Fee.

a. The "true up" shall be based on the actual Eligible Hard Costs incurred by the Constructing Owner to Complete the construction of the Project Improvement, which costs shall be documented to the Administrator's reasonable satisfaction. As a part of this "true up," the Soft Cost allowance will be adjusted to equal 20% of the actual Eligible Hard Costs.

b. If the total actual Eligible Hard Costs and corresponding Soft Costs of the Project Improvement(s) is greater than the amount of Fee Credits/Reimbursements initially provided by the Credit/Reimbursement Agreement, the Administrator shall notify the City that the Constructing Owner is to be awarded additional Credits/Reimbursements in the amount of the difference. The Administrator may also notify the City of any proposed adjustment to the

Infrastructure Fee to account for such increased Costs, if deemed appropriate to be incorporated into the Infrastructure Fee prior to the next Annual Adjustment Date.

c. If the total eligible costs of the Project Improvement(s) is less than the amount of Fee Credits/Reimbursements initially provided by the Credit/Reimbursement Agreement, the Administrator shall notify the City that the Constructing Owner is required to first reduce the amount of any Fee Reimbursement and then relinquish the amount of the unused Fee Credits comprising any remaining difference, and, to the extent Fee Credits resulting from that Credit/Reimbursement Agreement have been used in an amount which exceeds the actual total Eligible Hard Costs and Soft Costs of the applicable Project Improvement(s), to repay such excess in cash. Any such repayment shall be due within thirty (30) days of receipt of notice from the City of the amount to be repaid.

(3) Definition of "Completed." A Project Improvement shall be deemed "Completed" upon the earlier of acceptance of that Project Improvement by the City or acceptance by the City for purposes of commencing a 1-year warranty or maintenance period. Once a Project Improvement is Completed, any performance and payment bonds related to the issuance of Fee Credits may be approved for release by the City, and the "true-up" can take place.

D. Fee Credits are Personal in Nature. Infrastructure Fee Credits shall be personal to the Constructing Owners constructing Project Improvements and do not run with the land.

(1) Timing of Application. Subject to the limitations set forth in this Section 5, Infrastructure Fee Credits may be applied to Infrastructure Fees as desired by the Constructing Owner, or transferee thereof, at the time such Infrastructure Fees would otherwise be due and payable.

(2) Notice Required. Infrastructure Fee Credits may be applied to the Infrastructure Fee by the Constructing Owner, or transferee thereof, only by providing written notification to the Administrator, stating which Fee Credits are desired to be applied to the Infrastructure Fee, and the amount thereof to be applied. In the absence of written direction from a Constructing Owner or transferee thereof to apply any Fee Credits, no Fee Credits shall be deemed applied against the Infrastructure Fees. A sample form for the application of Fee Credits is attached as Exhibit "C" to Schedule JJ-4 attached hereto.

(3) No Obligation to Use Fee Credits. A Constructing Owner shall not be obligated to apply any available Fee Credits against the Infrastructure Fee associated with development of its Developing Property.

(4) Collection and Payment of Unused Fee Credits. If a Constructing Owner elects not to apply any available Fee Credits at the time of development of

its Developing Property, the City shall collect the full Infrastructure Fee then required to be paid at the time of such development and shall use the proceeds thereof (i) first, to pay and/or fund a reserve for payment upon Completion any Outstanding Fee Reimbursement, on a FIFO basis; and (ii) second, to pay to any Constructing Owner(s), on a pro rata basis, the amount by which their available Fee Credits exceed the amount of Infrastructure Fees to be collected from the remaining development of such Constructing Owner(s)' Developing Properties.

E. Transferability. A Constructing Owner shall have the absolute right to transfer all or any portion of such Constructing Owner's Fee Credits for such consideration as the Constructing Owner may determine. In the event that a Constructing Owner transfers Fee Credits, the transferor shall notify the Administrator of the transfer in writing, providing the Administrator with the name, address and other contact information for the transferee, the dollar amount of the Fee Credits being transferred, and the Credit/Reimbursement Agreement from which the credits are being transferred. The transferring Constructing Owner shall also pay the administrative costs associated with the transfer as a condition of the same being effective. A sample form for the transfer of Fee Credits is attached as Exhibit "D" to Schedule JJ-4 attached hereto.

6. Fee Reimbursements. Fee Reimbursements will be paid directly from the City to the applicable Constructing Owner(s) and/or Original Owner(s) on a regular basis, but no less than quarterly, from the City Park Land Fees and Infrastructure Fees received by the City.

A. Procedure. The Administrator shall work with the City to obtain monthly reports from the City of the types and amounts of the Fees the City has collected and to confirm with the City the proposed distributions to the Constructing Owner(s) and/or Original Owner(s) of any Outstanding Fee Reimbursements. The Administrator shall notify all Constructing Owners and/or Original Owners with Outstanding Fee Reimbursements of the intended distribution by the City and the Administrator's proposed allocation between such Owners. If the Administrator receives a written objection from any Constructing Owner or Original Owner to a proposed distribution within five (5) business days of the date of the Administrator's notice, the Administrator shall ask the City to: (i) distribute the undisputed amounts directly to the Constructing Owner(s) and/or Original Owner(s) in accordance with the furnished schedule; and (ii) retain the amount of any disputed distribution until the issue can be resolved between the Constructing Owner(s) and/or Original Owner(s) and/or by arbitration. By separate agreement, the Original Owners have agreed to resolve any such disputes by arbitration, with the goal to complete such resolution within one hundred twenty (120) days of the initiation of the dispute resolution process.

B. Impact of Adjustment Date. So long as the City does not unduly delay in making Fee Reimbursement payments, Fee payments collected by the City in the calendar quarter prior to the City's annual adjustment to Fee Credit and/or Fee Reimbursement balances, but not distributed until the calendar quarter after such adjustment date, shall not be increased as a result of the adjustment date occurring between the Fee payment date and the date the Fee Reimbursement is paid. The

Administrator shall determine whether or not payment by the City was “unduly” delayed for purposes of this Section 6.B.

C. Park Fee Reimbursements. Payments of City Park Land Fee Reimbursements shall be made only to the Dedicating Owner dedicating the City Park Land.

D. Infrastructure Fee Reimbursements. As provided by and pursuant to a Credit/Reimbursement Agreement, an Infrastructure Fee Reimbursement shall be available to a Constructing Owner from the date the particular Project Improvement was Completed to the date the Constructing Owner has been repaid in full for the amount of its Fee Reimbursements and may also be payable to the Original Owners in connection with Third Party Reimbursements as described in Section 8 below.

(1) Fee Reimbursements In Excess of Fee Obligation. For Fee Reimbursements to Constructing Owners, The Credit/Reimbursement Agreement shall include an amount for Fee Reimbursements if and only to the extent the Eligible Project Improvement Costs for the Project Improvement(s) to be constructed by the Constructing Owner thereunder exceed the Infrastructure Fee Obligation for the Developing Property that requires the construction of these Project Improvement(s).

(2) Annual Adjustment. Any Outstanding Fee Reimbursement, including any such amounts not yet payable until the corresponding Project Improvement(s) are Completed, shall be increased on the Annual Adjustment Date by four percent (4%) per annum.

(3) Infrastructure Fee Reimbursements Distributed on FIFO Basis. Any available funds within the Infrastructure Fee account shall be used to reimburse Constructing Owners and/or Original Owners for the amount of any Fee Reimbursements on a “first in, first out” (“FIFO”) basis.

(4) FIFO Determination. The event for determining FIFO priority for a Fee Reimbursement generated by a Project Improvement shall be the Effective Date of the Credit/Reimbursement Agreement for such Project Improvement. In the event that the Effective Date for any two or more Credit/Reimbursement Agreements that include Fee Reimbursements occur within the same seven (7) calendar day period, the Fee Reimbursements associated with the Project Improvements on each Credit/Reimbursement Agreement will have equal priority and will be distributed pro rata, based upon the unreimbursed balance of the Fee Reimbursements generated by their respective Credit/Reimbursement Agreements.

(5) Delivery to Administrator. Each Constructing Owner will be responsible for forwarding a copy of the fully executed contract, the countersigned Notice to Proceed and the executed Credit/Reimbursement Agreement for any eligible Project Improvements to the Administrator, with the

Effective Date of the Credit/Reimbursement Agreement becoming the prioritizing date ("**Priority Date**"). If the work does not actually commence on a Project Improvement within a commercially reasonable period following the Priority Date, or once commenced, the Constructing Owner does not diligently prosecute the same through Completion, the Administrator shall have the authority to modify the relative Priority Dates among competing Constructing Owners to more appropriately reflect the timing of the expenditure of Eligible Hard Costs by such Constructing Owners.

(6) No Disbursement Prior to Completion. Although Fee Credits against the Infrastructure Fee will be available upon execution of a Credit/Reimbursement Agreement, no Fee Reimbursements related to a Project Improvement shall be paid by the City to a Constructing Owner from the Infrastructure Fee account prior to Completion of such Project Improvement. Accordingly, if a Completed Project Improvement supports a Fee Reimbursement with a later FIFO date than Fee Reimbursement(s) with earlier FIFO date(s) related to as yet uncompleted Project Improvement(s), no Fee Reimbursement shall be paid towards such Completed Project Improvement unless and until sufficient Infrastructure Fees have been received and reserved to fund full payment of the Fee Reimbursement(s) with the earlier FIFO date(s) for the as yet to be completed Project Improvement(s).

(7) Not Convertible to Credits. To preserve the FIFO priority of Fee Reimbursements, Fee Reimbursements cannot be applied as Fee Credits, except to the extent the Fee Reimbursements proposed to be applied as Fee Credits are then in first FIFO priority for reimbursement and the Credit/Reimbursement Agreement related thereto is not in default.

E. Transferability. Each Constructing Owner or Original Owner with a right to Fee Reimbursements (a "**Transferring Owner**") shall have the absolute right to transfer all or any portion of such Transferring Owner's Fee Reimbursements for such consideration as the Transferring Owner may determine. The transfer shall not affect the Priority Date of the Fee Reimbursements or the amount thereof; provided however, that the Transferring Owner shall have the right to allocate the existing priority of the particular Fee Reimbursements between itself and transferees. In the event that a Transferring Owner (or its successors) transfers Fee Reimbursements, the transferor shall notify the Administrator of the transfer in writing, providing the Administrator with the name, address and other contact information for the transferee, the dollar amount and Priority Date of the Fee Reimbursements being transferred (along with any priority allocation as between the Transferring Owner and the transferee), and the Credit/Reimbursement Agreement from which the Fee Reimbursements are being transferred. The Transferring Owner shall also pay the administrative costs associated with the transfer as a condition of the same being effective. The form for the transfer of Fee Reimbursements shall be similar to the sample form for the transfer of Fee Credits attached as Exhibit "D" to Schedule JJ-4 attached hereto.

7. Capacity Utilization, Shortfall Payments and Reimbursements.

A. Land Use Capacity and Fee Obligations. Each Original Owner's Property within the Specific Plan will be allocated a certain amount of land use capacity and corresponding Fee Obligation, based upon the initial approved land uses set forth in the Specific Plan and the Fees allocable to such Property. Except to the extent offset by a transfer of utilization pursuant to the terms of the Specific Plan as described in Section 7.E below, each Property will continue to be responsible for paying the Fees for its allocated share of capacity at the time of development, regardless of whether or not it actually utilizes all of the capacity initially allocated thereto by the Specific Plan. This is done to ensure that an underutilization of capacity by development of one Property does not result in increased Fees for other Properties within the Plan Area.

B. Shortfalls/Reimbursements Due to Reductions in Utilization. Payment of any shortfall, as measured by the difference between the actual capacity used by an owner (a "Shortfall Owner") by its development of any property within the Specific Plan at less than its allocated capacity (a "Shortfall Property") and the capacity allocated for such Shortfall Property by the Specific Plan times the applicable Fees (collectively, the "Shortfall"), shall be due prior to the recordation of a final small-lot residential subdivision map, or phase thereof, in the case of detached single family residential development, or prior to issuance of a building permit for multifamily residential or non-residential development that reflects an underutilization of capacity. The amount of any Shortfall shall be determined by the Administrator and allocated to the three Fees. The payment of any Shortfall allocable to the Infrastructure Fee shall be used first, to reimburse and/or fund a reserve for reimbursement of any Outstanding Fee Reimbursements, on a FIFO basis, and second, any remaining balance thereof shall be retained to fund future Infrastructure Fee obligations, as determined by the City in consultation with the Administrator.

(1) The "payment" of any Shortfall may be made either in cash and/or through an equivalent reduction in any Unused Fee Credits and/or Fee Reimbursement available to the Shortfall Owner applicable to one or more of the Fees. For purposes hereof, "Unused Fee Credits" refers to the amount of Fee Credits held by a Shortfall Owner in excess of the total amount of the Fee anticipated to be paid by development of the Shortfall Property subject to the Shortfall payment, as such total Fee obligation is revised based on the actual capacity to be developed thereby. For example, if a subdivision originally planned for 100 units was being developed for 90 units, if the Infrastructure Fee per single family EDU within the Shortfall Property was \$10,000, and if the Shortfall Owner thereof had enough Infrastructure Fee Credits under its Fee/Credit Agreement(s) to satisfy the Infrastructure Fee for 95 units within such subdivision, then the Shortfall Owner could elect to apply the Unused Fee Credits associated with the extra 5 units of Fee Credits to reduce its Shortfall obligation allocable to the Infrastructure Fee from \$100,000 to \$50,000.

(2) If the Shortfall Property subject to a Shortfall payment is developed in phases, the Administrator and the City shall develop an equitable

method for phasing the payment of the Shortfall in proportion to the phasing of such development. For example, if a multifamily development originally planned for 100 units was being developed for 90 units, if the Infrastructure Fee per multifamily EDU for the Shortfall Property was \$6,000, and if the first phase of construction included 30 units, then the Administrator and the City could elect to require such Shortfall Owner to pay \$20,000 (\$60,000 times 1/3rd) as the proportional share of the Shortfall payment related to the Infrastructure Fee for such first phase of development. If and to the extent subsequent phasing of such development was revised, the remaining Shortfall and corresponding phased payment thereof over the remaining development would be subject to recalculation by the Administrator and the City.

C. Retention/Assignment of Land Use Capacity. The Shortfall Owner paying any Shortfall shall continue to own the land use development capacity related thereto, which could either be assigned to another owner of property within the Specific Plan (on such terms as may be agreed to between the assigning and assuming parties) and/or be subject to reimbursement from any increase in land utilization elsewhere within the Specific Plan.

D. Reimbursement Due to Overutilization. To the extent that any increase in land utilization occurs that is not linked to an offsetting underutilization (or linked to a transfer or purchase of land use capacity from a Shortfall Owner who previously paid a Shortfall), the additional "fee revenue" to be realized by such increased utilization (as and when paid in excess of the capacity originally allocated to such property) shall be used to reimburse any Shortfall Owners that previously paid Shortfalls for previously underutilizing their Shortfall Property, on a FIFO basis. Any such reimbursement shall include the amount of any intervening land value adjustments (with respect to the portion of the Shortfall related to the Park Fee) and CCI adjustments (with respect to the portion of the Shortfall related to the Infrastructure and Administration Fees) to the Fees between payment of the Shortfall and payment of the reimbursement.

E. Transfer of Density/Capacity. Original Owners or successors thereto will be allowed to transfer density or land utilization within their own properties (subject to any City approval required by and pursuant to the Specific Plan, which approval shall include a determination by the City that any corresponding increased utilization can be feasibly developed). Any Fees related to a transfer of land use capacity shall not be due upon transfer, but rather at the point when they are triggered by development of the property affected by such transferred capacity. Since each Original Owner's Property may have different Infrastructure and Administration Fees allocated to its Property by land use, the Fees associated with any transferred density or land utilization will need to be correspondingly assigned and incorporated into the Fees of the transferee's property. The Administrator, subject to approval by the City, may elect to incorporate the Fees associated with the transferred density either by recalculating the aggregate Fee obligation for the transferee's property or by assigning the Fees associated with the transferred density to specific units or parcels. The Administrator shall be responsible for tracking such density transfers and the effect thereof on the Fees to be paid by development of the transferee's property and reporting the same to the City on a regular

basis. The administrative costs associated with approving and tracking such density transfers shall be funded by the party requesting such transfer.

F. Maintenance of Records by Administrator. The Administrator shall maintain any and all shortfall and density transfer records and coordinate with the City to monitor and maintain a public record of all any and all transfers of land use capacity within the Specific Plan to put subsequent developers on notice of the land use capacity and corresponding Fee obligations associated with development of the properties within the Specific Plan.

8. Third Party Reimbursements/Third Party Construction. A fair share of the cost of some Project Improvements may ultimately be allocable to parties with properties being developed outside the Plan Area (“Third Parties”). Potential reimbursements (“Third Party Reimbursements”) from Third Parties shall be treated in accordance with this Section 8. Similarly, Third Parties may install some of the Project Improvements (“Third Party Construction”), thereby eliminating the obligation of the Original Owners to install or pay for such Project Improvements.

A. No Impact on Fees. Due to the uncertainty in the timing or receipt of Third Party Reimbursements, potential or actual Third Party Reimbursements shall not be deducted from or factored into the calculation of the Infrastructure Fee. Due to the resulting impact on the Original Owners’ land values in connection with sales to builders who assume payment of the full Infrastructure Fee, and to avoid any windfall to builders if and when Third Party Reimbursements are received or Third Party Construction occurs, the Infrastructure Fee shall continue to be based on the Project Cost Estimation for all Project Improvements originally planned to be funded by this Fee Program regardless of the receipt of any Third Party Reimbursement or any Third Party Construction.

B. Allocation of Third Party Reimbursements Actually Received. Any Third Party Reimbursements actually received shall be reimbursable to the Original Owners and shall be allocated, disbursed and utilized as follows:

(1) First, the Administrator shall determine the share of the Third Party Reimbursement allocable to each of the Original Owners. Such shares shall be based on the type of Project Improvement(s) generating such Third Party Reimbursement and applying the table of Owner Percentages by Improvement attached hereto as Schedule JJ-5. The share allocable to each Original Owner shall be referred to herein as the Original Owner’s “TPR Fee Reimbursement”;

(2) Second, the Administrator shall prepare a fee reimbursement agreement for each of the Original Owners, similar in form to the Credit/Reimbursement Agreements (a “TPR Fee Reimbursement Agreement”), to document the Original Owner’s right to receive its TPR Fee Reimbursement from either the Third Party Reimbursement and/or from Infrastructure Fees. Such TPR Fee Reimbursement shall be paid on a FIFO priority basis. The FIFO Priority Date for each Original Owner’s TPR Fee Reimbursement Agreement

shall be established as either (a) the date of the City's receipt of the Third Party Reimbursement, if at such time the Original Owner's Property has or is being "developed" (as evidenced either by the issuance of a permit for construction of a residential or non-residential building within such Property or execution of a Credit/Reimbursement Agreement related to the construction of any Project Improvements required by any Developing Property within such Property); or (b) the date thereafter when such Original Owner's Property is "developed" (as described above). Each TPR Fee Reimbursement shall be increased by 4% on each Annual Adjustment Date thereafter until repaid in full; and

(3) Third, the Third Party Reimbursement shall be deposited into the Infrastructure Fee account and treated the same as the payment of Infrastructure Fees from development within the Specific Plan. Accordingly, the Third Party Reimbursement will be used first to fund payment of any Outstanding Fee Reimbursements, based on their relative FIFO priority, and then to fund payment under the TPR Reimbursement Agreements, based on their relative FIFO priorities (and pro rata, in the case of equal Priority Dates). Any remaining funds from the Third Party Reimbursement shall be retained to fund future Fee Reimbursements.

C. Reimbursement Due to Third Party Construction. In the event of any Third Party Construction, the Original Owners shall be entitled to receive reimbursement from the Infrastructure Fees for the estimated costs included therein for the Project Improvement(s) that is the subject of such Third Party Construction as follows:

(1) First, the Administrator shall determine the share of the reimbursement allocable to each of the Original Owners. Such shares shall be based on the type of Project Improvement(s) subject to the Third Party Construction and applying the table of Owner Percentages by Improvement attached hereto as Schedule JJ-5 to the estimated cost of the Project Improvement(s) reflected in the Project Cost Estimation as of the date of Completion of such Project Improvement(s). The share allocable to each Original Owner shall be referred to herein as the Original Owner's "TPC Fee Reimbursement";

(2) Second, the Administrator shall prepare a fee reimbursement agreement for each Original Owner, similar in form to the TPR Fee Reimbursement Agreement (a "TPC Fee Reimbursement Agreement"), to document the Original Owner's right to receive its TPC Fee Reimbursement from Infrastructure Fees. Such TPC Fee Reimbursement shall be paid on a FIFO priority basis. The FIFO Priority Date for each Original Owner's TPC Fee Reimbursement Agreement shall be established as of either (a) the date of Completion of the applicable Project Improvement(s), if at such time the Original Owner's Property has or is being "developed" (as described in Section 8.B(2) above); or (b) the date thereafter when such Property is "developed" (as described above). The TPC Fee Reimbursement shall not be subject to any annual adjustments.

D. Personal to Original Owners. These rights to TPR Fee Reimbursements and TPC Fee Reimbursements are personal to the Original Owners and shall not run with the land. Any Original Owner shall have the right to transfer such Original Owner's right to reimbursement in accordance with Section 6.E, however.

E. Administration. The City shall notify the Administrator promptly following receipt of any Third Party Reimbursement and/or Completion of any Third Party Construction. The Administrator shall perform the calculations and prepare the draft TPR or TPC Fee Reimbursement Agreements for approval by the City.

9. Administration.

A. City Implementation/Waiver of Nexus Requirement. The Fees are being voluntarily proposed by the Original Owners for adoption by the City, based on the Original Owners' agreement between themselves and as part of their Development Agreements with the City. The Original Owners acknowledge and agree that the allocations of benefit and costs under the Finance Plan and this Fee Program to the Original Owners' Properties proposed by the dedications of the City Park Land and Public Lands, by the construction of the Project Improvements, and by the implementation and administration of this Fee Program, are fair and reasonable. The Original Owners have requested that the City implement and enforce this Fee Program as an element of the Development Agreements to assure full participation by all Original Owners' Properties.

As a voluntary Fee Program requested and agreed to by the Original Owners, the Original Owners expect this Fee Program to be enforced by the City in accordance with the provisions of this Fee Program, without requiring the City to perform any separate or independent nexus study with respect thereto. Each Original Owner hereby waives any right, defense or claim that the City must perform any such nexus study to implement, update or enforce the Fee Program, including without limitation, any right to require the City to comply with the provisions of Government Code Sections 66000 et. seq. (the "Mitigation Fee Act") regarding the general requirements for adopting development impact fees. Notwithstanding the foregoing, the Original Owners believe that the Fee Program herein does comply in all respects with the provisions of the Mitigation Fee Act and the City and Original Owners agree to take all steps reasonably necessary to adopt such ordinances and measures to implement the Fee Program pursuant to the Mitigation Fee Act and any other applicable law.

B. Fee Administrator. The Administrator shall be authorized to collect, manage and analyze the data necessary for the calculation and annual updates of the Fees and to coordinate and manage the administration of the Fee Program with the City on behalf of the Original Owners. Such activities shall include, but not be limited to: (i) updates to the Project Cost Estimations and Fees and assistance with calculations under and administration of the Fee Program; (ii) providing recommendations of such amounts to the City (including all documentation supporting such calculations); (iii) recommending to the City the amount and timing of when the Fees are due; (iv) instructing the City to disburse the Fees collected by the City to those Original Owners

and/or Constructing Owners who are entitled to Fee Reimbursements due to the construction of eligible Project Improvements, or dedication of the City Park Land, or receipt of Third Party Reimbursements, all in accordance with applicable Credit/Reimbursement Agreements; (v) assisting the City with any update of the Fees; (vi) preparing draft Credit/Reimbursement Agreements for City's review and approval; (vii) tracking all payments and balances of and assignments of Fee Credits and/or Fee Reimbursements; and (viii) tracking the existence and progress of all construction contracts for Project Improvements and compliance with all provisions of the applicable Credit/Reimbursement Agreements. The Administrator shall have the authority to retain consultants to assist in the above described tasks, including but not limited to, civil engineers and economic consultants.

Unless and until the City is collecting sufficient Administration Fees from development of the Project to fund the costs of the Administrator, the Original Owners acknowledge and agree that they will advance the costs required to fund the administration of the Fee Program, including the costs of the Administrator and the City.

Some of the Administrator's tasks, and the timing thereof, for purposes of coordinating and advising and/or recommending the appropriate actions to the City for purposes of the City's administration of the Fee Program are as follows:

- (1) Improvement Plan Approval (Specific Plan Improvements)
 - (a) Calculate Eligible Amount of Credits/Reimbursements for Project Improvements required to be constructed as part of approval of subdivision, based upon bid, and provide to City.
 - (b) Prepare Credit/Reimbursement Agreements for each set of Project Improvements bid and contracted for consideration and action by City.
 - (c) Track bidding and letting of construction contracts for Project Improvements consistent with required standards.
 - (d) Track issuance of Notice to Proceed and effective date of Credit/Reimbursement Agreement.
 - (e) Track and coordinate Completion of Improvement with City.
- (2) Final Small-Lot Map Approval for Single Family Development
 - (a) Verify No Reduction in Density or Calculate Shortfall Payment Amount and/or phase thereof, as applicable.
 - (b) Calculate amount of Infrastructure Fee to be paid upon recordation of Final Map, if any Outstanding Fee

Reimbursements.

- (c) Transfer Fee Credits, as available and as directed by a Constructing Owner, to reduce the amount of Infrastructure Fee payable.

(3) Building Permit Approval for Single Family Development

- (a) Calculate amount of City Park Land and Administration Fees to be paid upon issuance of building permit.
- (b) If applicable, calculate amount of Infrastructure Fee to be paid upon issuance of building permit, if not paid upon recordation of small lot final subdivision map.
- (c) Transfer Fee Credits, as available and as directed by a Constructing Owner, to reduce the amount of Fees payable.

(4) Building Permit Approval for Non-Single Family Development

- (a) Verify No Reduction in Density or Calculate Shortfall Payment Amount and/or phase thereof, as applicable.
- (b) Calculate amount of Fees to be paid upon issuance of building permit.
- (c) Transfer Fee Credits, as available and as directed by a Constructing Owner, to reduce the amount of Fees payable

(5) Annual Fee Program Update

- (a) Update cost of Project Improvements not then subject to Fee/Credit Agreement or increase based on annual CCI adjustment.
- (b) Update value of City Park Land and determine the Land Value Percentage Change, based on reappraisal or updated appraisal.
- (c) Re-Calculate outstanding Fee Credits, based on annual CCI adjustment.
- (d) Re-Calculate Outstanding Fee Reimbursements, based on annual 4% adjustment.
- (e) Re-Calculate City Park Land Fee for residential uses, Infrastructure Fee by Land Use, and Administration Fee.
- (f) Prepare Updated Project Cost Estimation for review and

majority approval by Original Owners.

- (g) Prepare Annual Report for review and majority approval by Original Owners, incorporating updated Project Cost Estimation and annual fee program update, showing calculation of Fees, as well as summary of significant events, including most if not all items listed above that triggered any sort of transaction.
 - (h) Deliver approved Annual Report to City and assist City in updating the Fees Monitor/Direct Payment of Credits/Reimbursements.
- (6) Third Party Reimbursement or Construction
- (a) Monitor receipt of Third Party Reimbursements and/or Third Party Construction
 - (b) Prepare TPR or TPC Fee Reimbursement Agreements for Original Owners
- (7) Monitor/Direct Payment of Credits/Reimbursements
- (a) Monitor Application of Fee Credits and/or Payment of Fee Reimbursements
 - (b) Administer and track all Fee Credit and Fee Reimbursement transfers.
 - (c) Direct Fee payments by City to applicable Constructing Owners and/or Original Owners.

LIST OF SCHEDULES TO BE ATTACHED

SCHEDULE JJ-1	-	LIST OF PROJECT IMPROVEMENTS, WITH INITIAL PROJECT COST ESTIMATIONS
SCHEDULE JJ-2	-	MAP AND LIST OF PUBLIC LANDS
SCHEDULE JJ-3	-	INFRASTRUCTURE FEE BY LAND USE FOR ORIGINAL OWNERS' PROPERTIES, INCLUDING PUBLIC LAND FEE ADJUSTMENTS
SCHEDULE JJ-4	-	FORM OF CREDIT/REIMBURSEMENT AGREEMENT
SCHECULE JJ-5	-	OWNER PERCENTAGES OF THIRD PARTY REIMBURSEMENTS BY IMPROVEMENT

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SCHEDULE JJ-1
 (SHEET 1 OF 2, PAGE 1 OF 2)

Preliminary Opinion of Construction Costs
 Major Backbone Infrastructure Only

No.	Roadway	CITY / COUNTY TOTAL	CIP TOTAL	Streetwork	Concrete	Storm Drain	Sanitary Sewer
1	Fiddymnt Road - Segment 1	\$ -	\$ -	\$ 578,141	\$ 84,672	\$ 736,848	\$ -
2	Fiddymnt Road - Segment 2	\$ -	\$ 360,000	\$ 842,876	\$ 66,528	\$ 302,998	\$ -
3	Baseline Road - Segment 1	\$ 918,677	\$ -	\$ 507,339	\$ 100,022	\$ 212,400	\$ -
4	Baseline Road - Segment 2	\$ 347,337	\$ -	\$ 315,135	\$ 62,266	\$ -	\$ -
5	Baseline Road - Segment 3	\$ 1,334,473	\$ -	\$ 557,684	\$ 110,025	\$ 118,800	\$ -
6	Baseline Road - Segment 4	\$ 340,686	\$ -	\$ 309,133	\$ 61,073	\$ 327,780	\$ -
7	Baseline Road - Segment 5	\$ 1,119,320	\$ -	\$ 1,048,381	\$ 135,991	\$ 387,648	\$ -
8	Baseline Road - Segment 6	\$ 395,743	\$ -	\$ 718,811	\$ 70,943	\$ 508,320	\$ -
9	Baseline Road - Segment 7	\$ 400,547	\$ -	\$ 363,146	\$ 71,804	\$ 696,600	\$ -
10	Baseline Road - Segment 8	\$ 961,928	\$ -	\$ 544,855	\$ 107,905	\$ 210,686	\$ -
11	Baseline Road - Segment 9	\$ 409,415	\$ -	\$ 373,308	\$ 73,394	\$ 116,784	\$ -
12	Santucci Boulevard - Segment 1	\$ -	\$ 796,930	\$ 601,252	\$ 112,608	\$ 583,920	\$ 62,640
13	Santucci Boulevard - Segment 2	\$ -	\$ 1,157,474	\$ 1,091,420	\$ 205,344	\$ 185,040	\$ 214,560
14	Santucci Boulevard - Segment 3	\$ -	\$ 398,583	\$ 545,874	\$ 102,540	\$ 236,520	\$ 82,714
15	Santucci Boulevard - Segment 4	\$ -	\$ 376,273	\$ 514,304	\$ 96,975	\$ 476,640	\$ 151,085
16	Santucci Boulevard - Segment 5	\$ -	\$ 896,138	\$ 734,238	\$ 138,177	\$ 461,628	\$ 115,920
17	Santucci Boulevard - Segment 6	\$ -	\$ 832,428	\$ 1,136,876	\$ 214,353	\$ 526,320	\$ -
18	Westbrook Boulevard - Segment 1	\$ -	\$ 878,664	\$ 563,363	\$ 135,660	\$ 419,760	\$ 99,720
19	Westbrook Boulevard - Segment 2	\$ -	\$ 1,156,443	\$ 862,223	\$ 208,126	\$ 165,960	\$ 18,720
20	Westbrook Boulevard - Segment 3	\$ -	\$ 926,489	\$ 614,175	\$ 147,980	\$ 267,840	\$ -
21	Westbrook Boulevard - Segment 4	\$ -	\$ 1,196,964	\$ 905,932	\$ 218,724	\$ 722,340	\$ 147,600
22	Westbrook Boulevard - Segment 5	\$ -	\$ 535,592	\$ 580,847	\$ 159,899	\$ 140,220	\$ 105,840
23	Westbrook Boulevard - Segment 6 [2]	\$ -	\$ 467,472	\$ -	\$ -	\$ -	\$ 266,400
24	Market Street - Segment 1	\$ -	\$ -	\$ 348,723	\$ 63,867	\$ 453,708	\$ 241,560
25	Market Street - Segment 2	\$ -	\$ -	\$ 499,170	\$ 91,748	\$ 250,560	\$ 252,720
26	Market Street - Segment 3	\$ -	\$ -	\$ 245,624	\$ 38,344	\$ 115,200	\$ 103,392
27	Market Street - Segment 4	\$ -	\$ -	\$ 494,894	\$ 83,523	\$ 305,280	\$ 167,760
28	Market Street - Segment 5	\$ -	\$ -	\$ 422,233	\$ 70,520	\$ 498,730	\$ 193,680
29	Upland Drive - Segment 1	\$ -	\$ -	\$ 345,444	\$ 63,262	\$ 227,520	\$ 54,720
30	Upland Drive - Segment 2	\$ -	\$ -	\$ 459,095	\$ 77,717	\$ 101,880	\$ 54,720
31	Upland Drive - Segment 3	\$ -	\$ -	\$ 377,772	\$ 62,718	\$ 366,120	\$ 121,277
32	Upland Drive - Segment 4	\$ -	\$ -	\$ 242,415	\$ 44,392	\$ 153,360	\$ 132,768
33	Upland Drive - Segment 5	\$ -	\$ -	\$ 436,797	\$ 73,604	\$ 379,440	\$ 75,600
34	Federico Drive - Segment 1	\$ -	\$ -	\$ 841,112	\$ 148,176	\$ 492,473	\$ 197,280
35	Federico Drive - Segment 2	\$ -	\$ -	\$ 712,242	\$ 124,407	\$ 167,040	\$ -
36	Federico Drive - Segment 3	\$ -	\$ -	\$ 211,193	\$ 31,994	\$ 200,880	\$ 33,840
37	Vista Grande Boulevard - Segment 1	\$ -	\$ 714,963	\$ 846,119	\$ 211,968	\$ 147,600	\$ 12,240
38	Vista Grande Boulevard - Segment 2	\$ -	\$ 253,283	\$ 604,539	\$ 151,557	\$ 152,640	\$ 130,522
39	Vista Grande Boulevard - Segment 3	\$ -	\$ 1,012,970	\$ 696,947	\$ 174,874	\$ 75,240	\$ 157,680
40	Vista Grande Boulevard - Segment 4	\$ -	\$ 292,970	\$ 696,947	\$ 174,874	\$ 156,780	\$ 193,248
41	Vista Grande Boulevard - Segment 5	\$ -	\$ 737,268	\$ 898,564	\$ 225,746	\$ 340,920	\$ 194,040
42	Vista Grande Boulevard - Segment 6	\$ -	\$ 897,785	\$ 1,281,381	\$ 321,794	\$ 329,760	\$ 336,040
43	Vista Grande Boulevard - Segment 7	\$ -	\$ 343,837	\$ 819,282	\$ 205,741	\$ 316,440	\$ 340,920
44	Vista Grande Boulevard - Segment 8	\$ -	\$ 236,457	\$ 562,476	\$ 141,489	\$ 164,160	\$ 216,360
45	For Vista Grande Boulevard - Segment 2	\$ -	\$ -	\$ -	\$ -	\$ 239,616	\$ -
46	Sierra Glen Drive - Segment 1	\$ -	\$ -	\$ -	\$ -	\$ 298,080	\$ 91,800
47	Frontage - JM-80	\$ -	\$ -	\$ 96,271	\$ 15,379	\$ 87,768	\$ -
48	POP Site on JM-60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
49	For Vista Grande Boulevard - Segment 3	\$ -	\$ -	\$ -	\$ -	\$ 195,624	\$ -
50	Park & Ride and Bus Transfer Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51	For Vista Grande Boulevard - Segment 8	\$ -	\$ -	\$ -	\$ -	\$ 154,080	\$ -
52	Sierra Village Drive - Segment 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 224,640
53	POP Site on KT-60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720,000
54	Park & Ride	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	From Vista Grande Boulevard - Segment 6	\$ -	\$ -	\$ -	\$ -	\$ 293,558	\$ -
56	From Federico Drive - Segment 2	\$ -	\$ -	\$ -	\$ -	\$ 230,256	\$ -
57	Sierra Glen Drive - Segment 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 231,120
58	From Santucci Boulevard - Segment 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59	Frontage - FD-87A	\$ -	\$ -	\$ 70,310	\$ 11,232	\$ 101,700	\$ -
60	Frontage - FD-88A	\$ -	\$ -	\$ 415,552	\$ 66,384	\$ 267,739	\$ -
61	Frontage - FD-63	\$ -	\$ -	\$ 48,316	\$ 7,718	\$ 12,960	\$ -
62	Frontage - FD-64	\$ -	\$ -	\$ 83,291	\$ 13,306	\$ -	\$ -
59	POP Site on FD-63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	POP Site on FD-61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65	POP Site on FD-64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	POP Site on FD-62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67	Fiddymnt - Baseline City CIP	\$ 242,882.27	\$ 2,267,792	\$ 720,441	\$ -	\$ 81,540	\$ -
68	Fiddymnt - Baseline Tier 1A	\$ 172,546.92	\$ 30,240	\$ 67,916	\$ -	\$ 16,560	\$ -
69	Fiddymnt - Baseline SV Project	\$ 54,232.32	\$ -	\$ 360,719	\$ 5,184	\$ 92,196	\$ -
70	Watt - Baseline Tier 1B	\$ 1,034,604.00	\$ -	\$ -	\$ -	\$ -	\$ -
71	Santucci - Baseline SV Project	\$ 2,004,840.00	\$ -	\$ 361,008	\$ 23,976	\$ 378,360	\$ -
72	Preserve Area Earthwork	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
73	Wetland Mitigation	\$ -	\$ 91,100	\$ -	\$ -	\$ -	\$ -
74	Swansons Hawk Mitigation	\$ -	\$ 123,300	\$ -	\$ -	\$ -	\$ -
Total :		\$ 9,737,232	\$ 16,981,416	\$ 28,576,103	\$ 5,390,502	\$ 15,650,820	\$ 5,763,125

[1] Includes \$25,000 Segmentation Cost for all roadway Segments
 [2] \$317,264.58 of CIP/TMF is included within the CIP Value

NOTE: The costs shown herein are a summary of the costs, based upon more detailed analysis of a preliminary Opinion of Construction Costs outlined in the Sierra Vista Estimates dated April 1, 2010, incorporated herein by reference. The Sierra Vista Estimates are on file with the City of Roseville Public Works Department.

SCHEDULE JJ-1
 (SHEET 1 OF 2, PAGE 2 OF 2)

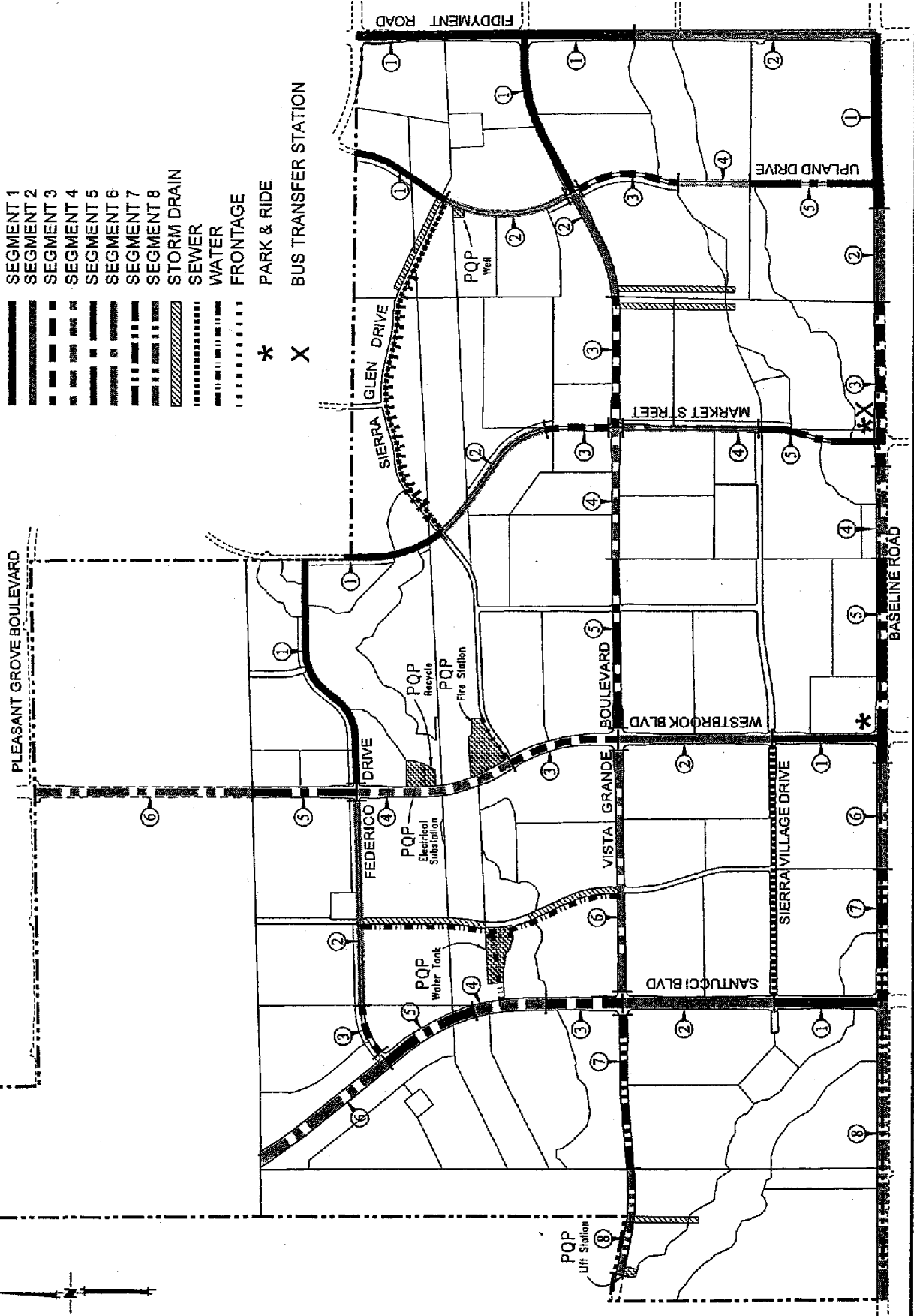
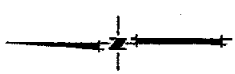
Preliminary Opinion of Construction Costs
 Major Backbone Infrastructure Only

No.	Roadway	Potable Water	Recycled Water	Dry Utilities	Miscellaneous [1]	OWNER TOTAL	CUMULATIVE TOTAL
1	Fiddymnt Road - Segment 1	\$ -	\$ -	\$ 927,360	\$ 156,960	\$ 2,483,981	\$ 2,483,981
2	Fiddymnt Road - Segment 2	\$ -	\$ -	\$ 728,640	\$ 131,040	\$ 2,072,081	\$ 2,432,081
3	Baseline Road - Segment 1	\$ 406,080	\$ -	\$ 500,112	\$ 92,215	\$ 1,818,169	\$ 2,736,846
4	Baseline Road - Segment 2	\$ 219,600	\$ -	\$ 311,328	\$ 70,995	\$ 979,323	\$ 1,326,661
5	Baseline Road - Segment 3	\$ 462,456	\$ -	\$ 550,123	\$ 97,837	\$ 1,896,925	\$ 3,231,397
6	Baseline Road - Segment 4	\$ 297,792	\$ -	\$ 305,366	\$ 70,325	\$ 1,371,470	\$ 1,712,156
7	Baseline Road - Segment 5	\$ 473,040	\$ -	\$ 679,954	\$ 112,430	\$ 2,837,444	\$ 3,956,764
8	Baseline Road - Segment 6	\$ -	\$ -	\$ 354,715	\$ 75,872	\$ 1,728,662	\$ 2,124,405
9	Baseline Road - Segment 7	\$ -	\$ -	\$ 359,021	\$ 76,356	\$ 1,566,927	\$ 1,967,473
10	Baseline Road - Segment 8	\$ -	\$ -	\$ 539,525	\$ 96,645	\$ 1,499,616	\$ 2,461,545
11	Baseline Road - Segment 9	\$ -	\$ -	\$ 366,970	\$ 77,249	\$ 1,007,704	\$ 1,417,119
12	Santucci Boulevard - Segment 1	\$ 197,280	\$ 138,456	\$ 281,520	\$ 36,000	\$ 2,013,676	\$ 2,810,603
13	Santucci Boulevard - Segment 2	\$ 191,520	\$ 172,008	\$ 513,360	\$ 36,000	\$ 2,609,252	\$ 3,766,726
14	Santucci Boulevard - Segment 3	\$ 94,860	\$ 82,536	\$ 256,349	\$ 36,000	\$ 1,437,382	\$ 1,835,965
15	Santucci Boulevard - Segment 4	\$ 244,397	\$ 145,555	\$ 242,438	\$ 36,000	\$ 1,907,394	\$ 2,283,668
16	Santucci Boulevard - Segment 5	\$ 158,623	\$ 120,960	\$ 345,442	\$ 36,000	\$ 2,110,988	\$ 3,007,126
17	Santucci Boulevard - Segment 6	\$ 162,216	\$ 75,744	\$ 535,882	\$ 36,000	\$ 2,687,390	\$ 3,519,818
18	Westbrook Boulevard - Segment 1	\$ 328,680	\$ 58,464	\$ 339,149	\$ 36,000	\$ 1,980,795	\$ 2,859,459
19	Westbrook Boulevard - Segment 2	\$ 412,776	\$ 98,640	\$ 520,315	\$ 36,000	\$ 2,322,761	\$ 3,479,204
20	Westbrook Boulevard - Segment 3	\$ 333,360	\$ 233,762	\$ 369,950	\$ 36,000	\$ 2,003,068	\$ 2,929,557
21	Westbrook Boulevard - Segment 4	\$ 583,560	\$ 328,896	\$ 546,811	\$ 36,000	\$ 3,489,864	\$ 4,686,828
22	Westbrook Boulevard - Segment 5	\$ 266,976	\$ 268,416	\$ 349,747	\$ 36,000	\$ 1,887,945	\$ 2,423,537
23	Westbrook Boulevard - Segment 6 [2]	\$ 551,664	\$ 581,184	\$ -	\$ 36,000	\$ 1,435,248	\$ 1,902,720
24	Market Street - Segment 1	\$ 219,240	\$ 213,322	\$ 349,747	\$ 36,000	\$ 1,926,166	\$ 1,926,166
25	Market Street - Segment 2	\$ 151,582	\$ 152,071	\$ 502,430	\$ 36,000	\$ 1,936,281	\$ 1,936,281
26	Market Street - Segment 3	\$ 76,622	\$ 64,382	\$ 209,981	\$ 36,000	\$ 889,546	\$ 889,546
27	Market Street - Segment 4	\$ 184,320	\$ 83,002	\$ 457,387	\$ 36,000	\$ 1,812,166	\$ 1,812,166
28	Market Street - Segment 5	\$ 194,602	\$ 154,080	\$ 386,179	\$ 36,000	\$ 1,956,023	\$ 1,956,023
29	Upland Drive - Segment 1	\$ 165,960	\$ 140,386	\$ 346,435	\$ 36,000	\$ 1,379,727	\$ 1,379,727
30	Upland Drive - Segment 2	\$ 195,120	\$ 153,540	\$ 425,592	\$ 36,000	\$ 1,503,663	\$ 1,503,663
31	Upland Drive - Segment 3	\$ 114,703	\$ 76,538	\$ 343,454	\$ 36,000	\$ 1,498,602	\$ 1,498,602
32	Upland Drive - Segment 4	\$ 157,982	\$ 126,043	\$ 243,101	\$ 36,000	\$ 1,136,062	\$ 1,136,062
33	Upland Drive - Segment 5	\$ 136,512	\$ 85,342	\$ 403,070	\$ 36,000	\$ 1,626,365	\$ 1,626,365
34	Federico Drive - Segment 1	\$ 362,520	\$ 327,960	\$ 811,440	\$ 36,000	\$ 3,216,960	\$ 3,216,960
35	Federico Drive - Segment 2	\$ 552,600	\$ 217,735	\$ 681,278	\$ 36,000	\$ 2,491,303	\$ 2,491,303
36	Federico Drive - Segment 3	\$ 95,832	\$ 54,554	\$ 175,205	\$ 36,000	\$ 839,498	\$ 839,498
37	Vista Grande Boulevard - Segment 1	\$ 191,160	\$ 31,968	\$ 529,920	\$ 36,000	\$ 2,006,975	\$ 2,721,938
38	Vista Grande Boulevard - Segment 2	\$ 124,358	\$ 117,158	\$ 378,893	\$ 36,000	\$ 1,695,667	\$ 1,948,951
39	Vista Grande Boulevard - Segment 3	\$ 155,232	\$ 145,872	\$ 437,184	\$ 36,000	\$ 1,879,029	\$ 2,891,999
40	Vista Grande Boulevard - Segment 4	\$ 145,872	\$ 133,632	\$ 437,184	\$ 36,000	\$ 1,974,537	\$ 2,267,507
41	Vista Grande Boulevard - Segment 5	\$ 218,160	\$ 186,134	\$ 564,365	\$ 36,000	\$ 2,663,929	\$ 3,401,198
42	Vista Grande Boulevard - Segment 6	\$ 574,920	\$ 257,522	\$ 804,485	\$ 36,000	\$ 3,961,903	\$ 4,859,687
43	Vista Grande Boulevard - Segment 7	\$ 165,521	\$ 96,365	\$ 514,354	\$ 36,000	\$ 2,494,623	\$ 2,838,460
44	Vista Grande Boulevard - Segment 8	\$ 110,880	\$ 18,720	\$ 353,722	\$ 36,000	\$ 1,603,806	\$ 1,840,263
45	For Vista Grande Boulevard - Segment 2	\$ -	\$ -	\$ -	\$ -	\$ 239,616	\$ 239,616
46	Sierra Glen Drive - Segment 1	\$ -	\$ -	\$ -	\$ -	\$ 389,880	\$ 389,880
47	Frontage - JM-80	\$ -	\$ -	\$ 57,672	\$ -	\$ 257,090	\$ 257,090
48	PQP Site on JM-60	\$ 303,840	\$ -	\$ -	\$ -	\$ 303,840	\$ 303,840
49	For Vista Grande Boulevard - Segment 3	\$ -	\$ -	\$ -	\$ -	\$ 195,624	\$ 195,624
50	Park & Ride and Bus Transfer Station	\$ -	\$ -	\$ -	\$ 650,881	\$ 650,881	\$ 650,881
51	For Vista Grande Boulevard - Segment 8	\$ -	\$ -	\$ -	\$ -	\$ 154,080	\$ 154,080
52	Sierra Village Drive - Segment 3	\$ -	\$ -	\$ -	\$ -	\$ 224,640	\$ 224,640
53	PQP Site on KT-60	\$ -	\$ -	\$ -	\$ -	\$ 720,000	\$ 720,000
54	Park & Ride	\$ -	\$ -	\$ -	\$ 234,488	\$ 234,488	\$ 234,488
55	From Vista Grande Boulevard - Segment 6	\$ 442,080	\$ -	\$ -	\$ -	\$ 735,638	\$ 735,638
56	From Federico Drive - Segment 2	\$ 309,600	\$ -	\$ -	\$ -	\$ 539,856	\$ 539,856
57	Sierra Glen Drive - Segment 2	\$ -	\$ -	\$ -	\$ -	\$ 231,120	\$ 231,120
58	From Santucci Boulevard - Segment 4	\$ 919,440	\$ -	\$ -	\$ -	\$ 919,440	\$ 919,440
59	Frontage - FD-87A	\$ -	\$ -	\$ 42,120	\$ -	\$ 225,362	\$ 225,362
60	Frontage - FD-88A	\$ -	\$ -	\$ 248,940	\$ -	\$ 998,615	\$ 998,615
61	Frontage - FD-63	\$ -	\$ -	\$ 28,944	\$ -	\$ 97,938	\$ 97,938
62	Frontage - FD-64	\$ -	\$ -	\$ 49,896	\$ -	\$ 146,492	\$ 146,492
59	PQP Site on FD-63	\$ -	\$ 32,400	\$ -	\$ -	\$ 32,400	\$ 32,400
64	PQP Site on FD-61	\$ -	\$ -	\$ 476,928	\$ -	\$ 476,928	\$ 476,928
65	PQP Site on FD-64	\$ -	\$ -	\$ -	\$ 216,000	\$ 216,000	\$ 216,000
66	PQP Site on FD-62	\$ -	\$ -	\$ -	\$ 245,232	\$ 245,232	\$ 245,232
67	Fiddymnt - Baseline City CIP	\$ -	\$ -	\$ -	\$ 51,840	\$ 853,821	\$ 3,364,496
68	Fiddymnt - Baseline Tier 1A	\$ -	\$ -	\$ -	\$ 47,520	\$ 131,996	\$ 334,783
69	Fiddymnt - Baseline SV Project	\$ 392,400	\$ -	\$ -	\$ 28,800	\$ 879,299	\$ 933,531
70	Wait - Baseline Tier 1B	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,034,604
71	Santucci - Baseline SV Project	\$ -	\$ -	\$ -	\$ 69,120	\$ 832,464	\$ 2,837,304
72	Preserve Area Earthwork	\$ -	\$ -	\$ -	\$ -	\$ 4,298,400	\$ 4,298,400
73	Wetland Mitigation	\$ -	\$ -	\$ -	\$ -	\$ 2,944,283	\$ 3,035,383
74	Swansons Hawk Mitigation	\$ -	\$ -	\$ -	\$ -	\$ 2,706,981	\$ 2,830,281
Total :		\$ 12,045,938	\$ 5,173,358	\$ 20,183,983	\$ 3,789,806	\$ 106,523,300	\$ 133,241,947

Backbone Infrastructure Segments





LEGEND

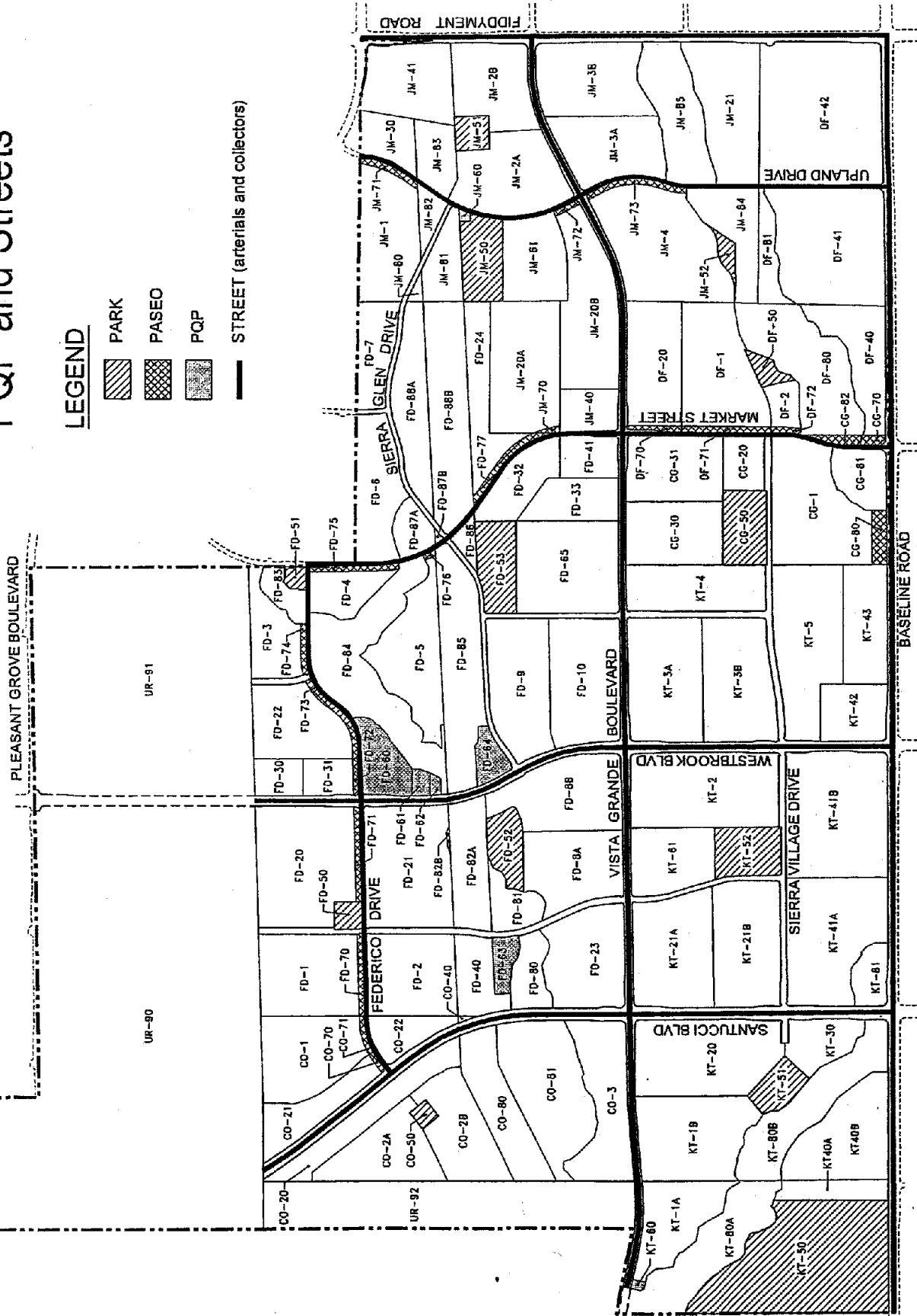
- SEGMENT 1
- SEGMENT 2
- SEGMENT 3
- SEGMENT 4
- SEGMENT 5
- SEGMENT 6
- SEGMENT 7
- SEGMENT 8
- STORM DRAIN
- SEWER
- WATER
- FRONTAGE
- PARK & RIDE
- BUS TRANSFER STATION



Schedule JJ-2 Parks, Paseos PQP and Streets

LEGEND

-  PARK
-  PASEO
-  PQP
-  STREET (arterials and collectors)



**Schedule JJ-2: Open Space, Parks, PQP and Roads by
Ownership and Parcel (sheet 3 of 3)
(acres derived from 03/19/10 SP)**

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ACRES
CG-50	P/R (Park)	7.6
CG-70	OS (Open Space)	0.5
CG-80	OS (Open Space)	1.9
CG-81	OS (Open Space)	6.8
CG-82	OS (Open Space)	1.0
CG-100	ROW/ landscape corridors	6.3
sub-totals (CGB)		24.1

CO-50	P/R (Park)	1.0
CO-70	OS (Open Space)	0.3
CO-71	OS (Open Space)	0.5
CO-80	OS (Open Space)	14.2
CO-81	OS (Open Space)	16.0
CO-81	OS (Open Space) corps/EPA	6.9
CO-100	ROW/ landscape corridors	17.3
sub-totals (Conley)		56.2

DF-50	P/R (Park)	1.8
DF-70	OS (Open Space)	0.6
DF-71	OS (Open Space)	1.2
DF-72	OS (Open Space)	0.4
DF-80	OS (Open Space)	21.6
DF-81	OS (Open Space)	4.7
DF-100	ROW/ landscape corridors	9.7
sub-totals (DF Properties)		40.0

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ACRES
FD-50	P/R (Park)	1.7
FD-51	P/R (Park)	1.1
FD-52	P/R (Park)	5.5
FD-53	P/R (Park)	8.1
FD-60	Public/Quasi-Public (Church)	6.9
FD-61	Public/Quasi-Public (Electrical Substation)	1.1
FD-62	Public/Quasi-Public (Recycle Center)	0.5
FD-63	Public/Quasi-Public (Water Treatment/Well)	2.8
FD-64	Public/Quasi-Public (Fire Station)	3.2
FD-70	OS (Open Space)	1.1
FD-71	OS (Open Space)	1.3
FD-72	OS (Open Space)	0.4
FD-73	OS (Open Space)	1.3
FD-74	OS (Open Space)	0.7
FD-75	OS (Open Space)	1.2
FD-76	OS (Open Space)	0.2
FD-77	OS (Open Space)	1.4
FD-80	OS (Open Space)	5.7
FD-81	OS (Open Space)	5.5
FD-82A	OS (Open Space)	11.1
FD-82B	OS (Open Space)	0.1
FD-83	OS (Open Space)	3.5
FD-84	OS (Open Space)	17.5
FD-84	OS (Open Space) corps/ EPA	7.7
FD-85	OS (Open Space)	20.8
FD-86	OS (Open Space)	1.7
FD-87A	OS (Open Space)	4.1
FD-87B	OS (Open Space)	0.2
FD-88A	OS (Open Space)	13.2
FD-88B	OS (Open Space)	20.9
FD-100	ROW/ landscape corridors	46.5
sub-totals (Federico)		197.0

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ACRES
JM-50	P/R (Park)	8.0
JM-51	P/R (Park)	2.6
JM-52	P/R (Park)	1.5
JM-60	Public/Quasi-Public (Well)	0.3
JM-70	OS (Open Space)	0.3
JM-71	OS (Open Space)	0.9
JM-72	OS (Open Space)	0.3
JM-73	OS (Open Space)	1.4
JM-80	OS (Open Space)	0.6
JM-81	OS (Open Space)	6.5
JM-82	OS (Open Space)	2.7
JM-83	OS (Open Space)	6.2
JM-84	OS (Open Space)	10.4
JM-85	OS (Open Space)	15.2
JM-100	ROW/ landscape corridors	25.6
sub-totals (Mourier Investments LLC)		82.4

KT-50	P/R (Park)	39.9
KT-51	P/R (Park)	4.2
KT-52	P/R (Park)	7.6
KT-60	Public/Quasi-Public (Sewer Lift Station)	0.3
KT-80A	OS (Open Space)	17.9
KT-80B	OS (Open Space)	17.5
KT-81	OS (Open Space)	4.7
KT-100	ROW/ landscape corridors	52.8
sub-totals (KT Development)		144.9

TOTAL		544.6
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Schedule JJ-3
Sierra Vista Cost Sharing Agreement
Cost Sharing Fee by Land Use (Dedicated Land Adjustment)

Landowner	Residential				Nonresidential		
	LDR	MDR	HDR	MU	C.C.	MU	BP
CGB							
Infrastructure/Land Dedication	\$15,822	\$13,890	\$8,655	-	-	-	-
Citywide Park Land Dedication	\$933	\$797	\$661	-	-	-	-
Administration	\$308	\$263	\$218	-	-	-	-
Conley							
Infrastructure/Land Dedication	\$12,231	\$10,540	-	-	\$13.24	-	-
Citywide Park Land Dedication	\$933	\$797	-	-	-	-	-
Administration	\$384	\$328	-	-	\$0.26	-	-
DF Properties							
Infrastructure/Land Dedication	\$14,745	\$12,880	-	-	\$15.91	-	-
Citywide Park Land Dedication	\$933	\$797	-	-	-	-	-
Administration	\$557	\$476	-	-	\$0.37	-	-
Federico							
Infrastructure/Land Dedication	\$13,296	\$11,545	\$6,980	\$7,261	\$15.38	\$14.45	-
Citywide Park Land Dedication	\$933	\$797	\$661	\$661	-	-	-
Administration	\$370	\$316	\$262	\$262	\$0.25	\$0.25	-
JMC							
Infrastructure/Land Dedication	\$15,055	\$13,151	\$8,163	\$8,444	-	\$16.15	\$17.03
Citywide Park Land Dedication	\$933	\$797	\$661	\$661	-	-	-
Administration	\$397	\$339	\$281	\$281	-	\$0.26	\$0.26
AKT							
Infrastructure/Land Dedication	\$14,891	\$12,663	\$7,810	\$8,045	\$14.62	\$14.62	\$15.37
Citywide Park Land Dedication	\$933	\$797	\$661	\$661	-	-	-
Administration	\$451	\$386	\$320	\$320	\$0.30	\$0.30	\$0.30

"summary"

Source: MacKay & Soms, Schedule A-1 4/1/2010.

SCHEDULE JJ-4

SAMPLE

**CITY OF ROSEVILLE
SIERRA VISTA SPECIFIC PLAN
INFRASTRUCTURE FEE PROGRAM
CREDIT/REIMBURSEMENT AGREEMENT**

**[LIST DEVELOPER HERE]
[LIST FACILITY HERE]**

This Credit/Reimbursement Agreement (the "Agreement") is entered into by and between the City of Roseville (hereinafter the "City") and [list developer here, including form of entity], and/or its successors in interest, (hereinafter the "Developer") as of the ____ day of _____ 20__ (the "Effective Date").

RECITALS

WHEREAS, Developer is developing the [list name of development] (the "Project"), including backbone infrastructure that will serve the Project; and,

WHEREAS, Developer is required, as a condition of development of the Project [reference condition of approval and the relevant ordinance or resolution number], to construct or cause to be constructed the facilities and improvements described in Exhibit "A" hereto, which are included within the improvement plans titled [list Name of Improvement Plan Set], dated [list Date of Improvement Plan Set] (hereinafter the "Facilities"); and

WHEREAS, on _____, 20__, the City Council of City of Roseville adopted Ordinance No. _____ which approved the Sierra Vista Infrastructure Fee Program (the "SV Fee Program"); implemented fees to pay for a variety of public lands and public facilities (the "SV Fees"), including the Facilities; and set forth policies associated with fee credits and reimbursements within the Sierra Vista Specific Plan ("SVSP") area. The SV Fee related to the construction of the Facilities is referred to herein as the "SV Infrastructure Fee; and

WHEREAS, City has agreed to allow Developer to execute a contract to design and construct the Facilities; and

WHEREAS, Developer has entered into a contract with (*name of Contractor*) for construction of the Facilities (the "Construction Contract"); and

WHEREAS, City and Developer desire to enter into an agreement to provide for allowable credits and reimbursements by the City to Developer for certain costs of design and construction of the Facilities; and

WHEREAS, this Agreement will not apportion the credits granted herein to any particular real property. Such apportionment shall be accomplished at Developer's discretion as described herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Developer agree as follows:

SECTION 1. DEFINITIONS

All capitalized terms used herein, including, but not limited to the definition of the "Administrator", shall have the meaning described thereto in the Ordinance.

SECTION 2. CONSTRUCTION OF FACILITIES

Developer shall complete construction of the Facilities in accordance with the plans and specifications approved by City staff, and in accordance with City improvement standards and this Agreement. Developer understands and acknowledges that the terms and conditions contained in any contract that Developer has or may execute with any contractors or material suppliers regarding the construction of the Facilities have no force or effect upon this Agreement.

SECTION 3 BONDS

Developer has posted performance bonds for the Facilities in favor of the City in an amount and form acceptable to the City.

SECTION 4. ALLOWABLE CREDIT/REIMBURSEMENT

The City shall credit/reimburse the Developer for all amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure, based upon the price included in the Construction Contract, (hereinafter the "Contract Costs"), plus an allowance for storm water pollution prevention monitoring & management, engineering, inspection, testing, surveying and bonding (hereinafter the "Soft Costs") determined by multiplying the Contract Costs for the Facilities, including traffic control, staging and storm water pollution prevention implementation measures that qualify for credit/reimbursement (as determined by the City Engineer), by twenty percent (20%), subject to the final "true up" as described in Section 7 hereof.

SECTION 5. LIMITATION ON FEE CREDITS

Notwithstanding Section 4 above, the amount of fee credits granted to Developer pursuant to this Agreement shall not exceed the amount of SV Infrastructure Fees due from the Developer arising out of the Project based upon the approved small lot tentative subdivision map for the Project (the "SV Infrastructure Fee Obligation"). If the amount of credit/reimbursement from Section 4 exceeds the SV Infrastructure Fee Obligation of the Developer for the Project, the remaining balance shall be paid as a reimbursement to Developer pursuant to the procedures set forth in Section 6 below. City and Developer agree that the amount of fee credits granted to Developer hereunder, and the amount of reimbursement owed to Developer hereunder, if any, shall be as set forth on Exhibit B hereto and made a part hereof, subject to the final "true up" as described in Section 7 hereof.

No credits shall be available for the Administrative Fee and the City Park Land Fee and such Fees shall be due and payable at such time as the Developer, or its successors or assigns, are issued building permits.

SECTION 6. REIMBURSEMENTS

If, pursuant to Section 5 above, Developer is owed a reimbursement for any costs of the Facilities, the priority of such reimbursement shall be on a "First-in, First-out" basis ("FIFO") as described in the SV Fee Program. Reimbursements shall be paid by the City as fee revenues are collected within the SV Fee Program area; such payments shall be made by the City at least quarterly throughout the year as funds become available. Notwithstanding the foregoing, the obligation arising from the agreement is not a debt of the City, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the SV Infrastructure Fees deposited in the SV Fee Program.

SECTION 7. "TRUE UP" OF CREDIT/REIMBURSEMENT

The final determination of actual Contract Costs upon which Credit/Reimbursement amounts shall be determined shall be based on the unit bid prices set forth in the Construction Contract multiplied by the actual installed quantities as approved by the City. For construction change orders to be given consideration for reimbursement, the Developer must:

- Present the change order request and estimated cost along with supporting information to City.
- Fully document any work performed under a change order to verify all associated costs.

Failure to comply with any of these procedures may result in the ineligibility of the requested change order for credit/reimbursement.

In order to secure final credit and/or commitment for reimbursement, Developer shall provide the following items to the City in order for the City to determine the actual construction costs for the Facilities that qualify for credit/reimbursement:

- (1) Copies of the original Construction Contract and any change orders that have been agreed to by the Developer, contractor, and the City. The portion of each change order associated with the Facilities must be itemized separately;
- (2) Copies of all invoices, with unconditional lien releases, submitted by the contractor;
- (3) Copies of all checks issued by the Developer with related invoices indicated;
- (4) A summary tabulation of all contractor invoices and Developer payments; and
- (5) Prevailing Wage Certification.

If, when the final reconciliation of construction costs for the Facilities is conducted by the Administrator, the actual construction costs for any of the Facilities exceeds the Contract Costs for such Facilities, the Administrator shall review items (1) through (4) above and determine if the actual costs that will serve as the basis for determination of the amount of Credit/Reimbursement owed to the Developer should be increased above the amount described

in Exhibit B of this Agreement. The City Engineer in consultation with the Administrator shall determine how much of the actual construction costs should be included in an increase to the Contract Costs.

SECTION 8. APPLICATION OF FEE CREDIT

Fee credits provided pursuant to this Agreement are personal to Developer and are not limited to the Project. Fee Credits may be applied by Developer to any property located in the SVSP, upon request of the Developer, in accordance with the form attached hereto as **Exhibit "C."** Such fee credits shall only apply to the SV Infrastructure Fees within the SV Fee Program.

SECTION 9. DISCLOSURE RE TIMING OF PAYMENT OF INFRASTRUCTURE FEES

As of the Effective Date of this Agreement, there [ARE] [ARE NO] [*check applicable blank*] outstanding fee reimbursements ("**Outstanding Fee Reimbursements**") payable to other developers under other credit/reimbursement agreements with the City for improvements within the SVSP. Accordingly, if the final small-lot subdivision map for the Project (the "**Final Project Map**") is being recorded as of the Effective Date of this Agreement, Developer acknowledges that:

_____ Because there are Outstanding Fee Reimbursements, the Infrastructure Fees for the Project will need to be paid for all the lots within the Project upon recordation of the Final Project Map.

_____ Because there are no Outstanding Fee Reimbursements, the Infrastructure Fees for the Project will not be required to be paid upon recordation of the Final Project Map, but will be required to be paid upon issuance of each building permit for the lots within the Project.

If the Final Project Map is not being recorded as of the Effective Date, then the timing for payment of the Infrastructure Fees for the Project may be contingent on whether Outstanding Fee Reimbursements exist as of the recordation of the Final Project Map. The amount of such Infrastructure Fees to be paid by Developer may be reduced by Developer's election to apply Fee Credits against such Fees in accordance with Section 8 above.

SECTION 10. TRANSFER OF FEE CREDITS/REIMBURSEMENTS

Fee credits/reimbursements granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers. To effect such a transfer, Developer shall submit a completed form to the Administrator and the City in substantially the same format as set forth in **Exhibit "D"** that will (i) reference this Agreement; (ii) identify the Developer and assignee if credits or reimbursements are being assigned to a builder or other party; and (iii) identify the fee credit or fee reimbursement balance before and after the transfer. The form must be signed by the Developer, its Assignee, and the Administrator, and an executed copy of the form shall be kept on file.

SECTION 11. INSPECTION

City shall, at all times, upon reasonable advance notice, have access to the construction site during construction of the Facilities and Developer shall furnish City with all reasonable information necessary for ascertaining full knowledge of the Facilities with respect to the

progress, workmanship, and character of materials and equipment used and employed in the work.

Whenever the contractors retained by Developer vary the normal period during which work or any portion of it is carried out on each day, Developer shall give timely notice to the City so that the City's representative may, if he or she wishes, be present to observe the work in progress. If Developer fails to give such timely notice, any work done in the absence of the City representative will be subject to rejection. Developer shall give timely notice to the City in advance of backfilling or otherwise covering any part of the work so that the City's representative may, if he or she wishes, observe the work before it is concealed.

Observation of the work by the City shall not relieve Developer of any of its obligations to complete construction in accordance with the plans and specifications approved by the City Engineer.

SECTION 12. PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Developer's contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the City Clerk.

Developer shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

SECTION 13. INSURANCE

Developer shall require its contractor to carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as required by the improvement plan specifications for the Facilities. The contractor shall name the City as an additional insured.

SECTION 14. ACCEPTANCE AND CONVEYANCE OF FACILITIES

Once Developer has completed construction of the Facilities and the Facilities are accepted and deemed satisfactory by the City, the Facilities automatically become the property of the City. Developer shall take any and all actions necessary to convey and vest full, complete and clear title in said Facilities to the City. [THIS SECTION TO BE ELIMINATED IN THE CASE OF FACILITIES THAT ARE TO BE OWNED BY OTHER JURISDICTIONS]

SECTION 15. LIENS, CLAIMS, AND ENCUMBRANCES

Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to apply credits/reimbursements after final acceptances for the Facilities until Developer has cleared any and all liens, claims and encumbrances from said facility, and provided the required guarantee documentation, guarantee, and assurance in writing, to the satisfaction of the City.

SECTION 16. DELIVERY OF AS-BUILT PLANS AND SPECIFICATIONS

Prior to acceptance of the Facilities by City, Developer shall deliver to City copies of all as-built plans (if any), specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the Facilities described in this Agreement.

SECTION 17. INDEMNIFICATION

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify and hold harmless City and its elected representatives, officers, employees, agents and consultants (the "Indemnitees"), from and against all liabilities, actions, damages, claims, losses, or expenses of every type and description, including attorneys' and consultants' fees and expenses, (collectively, "Liabilities"), to which they may be subjected or put, by reason of or resulting from the design, construction, or installation of the Facilities, except to the extent the Liabilities arise from the sole negligence, active negligence, or willful misconduct of City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the improvements by City, or if there is an applicable warranty, following the end of any applicable warranty period, the Developer shall not be obligated to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence.

SECTION 18. THIRD PARTY LIABILITY

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

SECTION 19. WARRANTY

Developer hereby warrants the Facilities as to materials, design and workmanship and should any failure of the Facilities or any parts thereof occur within a period of one (1) year after final acceptance by City, Developer shall promptly cause the needed repairs to be made without any expense or cost to the City. Final acceptance shall be deemed to have occurred under this Agreement when the Facilities have been accepted by the City and may be placed into service. City shall provide written notification to Developer of final acceptance by the City.

City is hereby authorized to make repairs if Developer fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) days after it is given written notice of such failure. In case of emergency, where in the opinion of the City Engineer delay may cause serious hazard to the public, the necessary repairs may be made by the City without prior notice to Developer. In all cases of failure within the warranty period where the City has taken action in accordance with this paragraph, Developer shall reimburse City for any and all costs or expenses, direct or indirect, incurred by the City.

SECTION 20. BINDING ON SUCCESSORS AND ASSIGNS

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

SECTION 21. ATTORNEY'S FEES

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

SECTION 22. AUTHORITY TO ENTER INTO AGREEMENT

Developer and City certify that they are legally empowered to enter into this Agreement.

SECTION 23. NOTICES

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

- (a) If to City:

City of Roseville
Attn: City Engineer
311 Vernon Street
Roseville, CA 95678
Telephone: (916) _____
Facsimile: (916) _____

- (b) If to Developer:

[fill in notice information for Developer]

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

SECTION 24. NOTICE OF CONTRACTORS

Developer shall provide a copy of this Agreement to any contractors, subcontractors, or other parties performing work on the Facilities, prior to commencement of construction by said party.

SECTION 25. TERM

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

SECTION 26. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

SECTION 27. CONFLICTS

This agreement is intended to implement and be consistent with the requirements of Ordinance No. _____. Therefore, in the event of any conflicts between Ordinance _____ and this Agreement, the requirements of the Ordinance shall prevail and control.

SECTION 28. EXHIBITS

The Exhibits attached hereto are hereby incorporated herein by this reference.

SECTION 29. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. The Agreement may be amended only by writing executed by both parties.

SECTION 30. EFFECTIVE DATE

The City's execution of this Agreement shall be contingent upon confirmation by the City that (i) a contract has been properly bid and entered into for construction of the Facilities, (ii) performance and payment bonds have been posted in form and amount required by the City, and (iii) a Notice to Proceed has been given to the contractor for the Facilities. Upon execution of this Agreement by the City, the City shall insert the date of such execution in the Preamble to this Agreement, which date shall serve as the Effective Date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

CITY:

DEVELOPER:

CITY OF ROSEVILLE,
a municipal corporation

(INSERT DEVELOPER SIGNATURE BLOCK)

By: _____
Its: City Manager

a _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Its: City Attorney

EXHIBIT "A"

IDENTIFICATION OF FACILITIES

(to be attached)

EXHIBIT "B"

IDENTIFICATION OF CREDITS AND REIMBURSEMENTS

SIERRA VISTA INFRASTRUCTURE FEE PROGRAM

[Insert Name of Developer Here]

[List Facility Here]

Date of Agreement: _____, 20__

SV Infrastructure Fee Credits: \$ _____

SV Infrastructure Fee Reimbursements: \$ _____

EXHIBIT "C"

FORM OR CERTIFICATE OF APPLICATION OF
SIERRA VISTA INFRASTRUCTURE FEE CREDITS

The undersigned Developer, as the holder of certain Sierra Vista Infrastructure Fee Credits related to the Credit / Reimbursement Agreement between Developer and the City of Roseville, dated _____ (the "Agreement"), hereby elects to apply the amount of Fee Credits indicated below as a credit against the Infrastructure Fee otherwise payable in connection with the recordation of a small-lot subdivision map or issuance of building permit(s) for development of the property within the Sierra Vista Specific Plan described below:

Developer's Legal Name: _____

Project Name: _____

Amount of Applied Fee Credits: \$ _____

Fee Credit Balance Available under Agreement Before Application: \$ _____

Fee Credit Balance Available under Agreement After Application: \$ _____

APPROVED: Administrator: _____

DEVELOPER:

a _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "D"

FORM OF CERTIFICATE OF ASSIGNMENT AND TRANSFER OF
SIERRA VISTA INFRASTRUCTURE FEE CREDIT

The undersigned Developer, as the holder of certain Sierra Vista Infrastructure Fee Credits related to the Credit / Reimbursement Agreement between Developer and the City of Roseville, dated _____ (the "Agreement"), hereby assigns, transfers and conveys to the undersigned Assignee the amount of Sierra Vista Infrastructure Fee Credits as indicated below:

Developer's Legal Name: _____

Assignee's Legal Name: _____

Amount of Assigned Fee Credits: \$ _____

Fee Credit Balance Available under Agreement Before Transfer: \$ _____

Fee Credit Balance Available under Agreement After Transfer: \$ _____

APPROVED: Administrator: _____

DEVELOPER:

ASSIGNEE/HOME BUILDER:

_____ a _____

_____ a _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Developer Contact:

Assignee/Home Builder Contact:

Name: _____

Name: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

E-Mail: _____

E-Mail: _____

SCHEDULE JJ-5

**OWNER PERCENTAGES BY IMPROVEMENT
FOR THIRD PARTY REIMBURSEMENTS**

<u>Owner</u>	<u>Water</u>	<u>Sewer</u>	<u>Recycled Water</u>	<u>Planning/ Environmental</u>
CGB	7.56%	10.62%	7.56%	5.0%
Conley	8.10%	7.32%	8.10%	8.6%
DF Properties	10.36%	8.64%	10.36%	9.8%
Frederico	27.64%	28.96%	27.64%	31.1%
JMC	17.79%	17.72%	17.79%	17.4%
AKT	28.55%	26.73%	28.55%	28.1%
Total	100%	100%	100%	100%

Note: Allocations of Water, Sewer and Recycled Water based on Relative EDUs for Owners' Properties for the applicable Improvement Categories; Allocation of Planning/Environmental based on Relative Gross Acreage

Exhibit KK

Sample Assignment and Assumption Agreement

EXHIBIT KK
SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO: |

_____|
_____|

ATTN: _____|

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
SIERRA VISTA SPECIFIC PLAN DEVELOPMENT AGREEMENT
[Landowner Name]

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

RECITALS

A. On _____, 2010, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and [Landowner Name] Relative to The Sierra Vista Specific Plan (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Landowner agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2010 [Instrument No. _____].

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

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

Attn: _____

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

LANDOWNER:

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

By: _____

Print Name: _____

Title: _____

ORDINANCE NO. 4832

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING
A DEVELOPMENT AGREEMENT REGARDING SIERRA VISTA SPECIFIC PLAN
(BAYBROOK LIMITED PARTNERSHIP)
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 with Baybrook Limited Partnership.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement, 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 Sierra Vista Specific Plan;
2. The Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Development Agreement is in conformance with the public health, safety and welfare;
4. The Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The Development Agreement by and between Baybrook Limited Partnership and the City of Roseville, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.


SECTION 4. The City Clerk is directed to record the executed Development Agreement within ten (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 thirty (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 fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (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 19th day of May, 2010, by the following vote on roll call:

AYES	COUNCILMEMBERS:	Allard, Gray, Garcia, Garbolino
NOES	COUNCILMEMBERS:	None
ABSENT	COUNCILMEMBERS:	Roccucci



MAYOR

ATTEST:



City Clerk