



PLACER, County Recorder

RYAN RONCO

DOC- 2016-0070351-00

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383

WEDNESDAY, AUG 24, 2016 12:06:21					
MIC	\$0.00	AUT	\$0.00	SBS	\$0.00
ERD	\$0.00	RED	\$0.00	*	\$0.00
ADD	\$0.00				

Ttl Pd \$0.00 Rcpt # 02538408

CLK98BT282/JL/1-215

(THIS SPACE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE,
 BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR
 TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005
 RELATIVE TO THE AMORUSO RANCH SPECIFIC PLAN
 (525.7 acres)

@

RECORD AND WHEN RECORDED
RETURN TO:

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

5/6/16

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE,
BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR
TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14,
2005
RELATIVE TO THE
AMORUSO RANCH SPECIFIC PLAN

TABLE OF CONTENTS

RECITALS	1
ARTICLE 1. GENERAL PROVISIONS	4
1.1 Incorporation of Recitals	4
1.2 Binding Covenants	4
1.3 Term	4
1.3.1 Commencement; Expiration	4
1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit	5
1.3.3 Termination Upon Landowner Request	5
1.3.4 Tolling During Legal Challenge	6
1.4 Amendment of Agreement	6
1.5 Recordation Upon Amendment or Termination	6
1.6 Annexation	6
1.7 Pro Rata Share/Fair Share - Defined	7
ARTICLE 2. DEVELOPMENT OF PROPERTY	7
2.1 Permitted Uses	7
2.2 Vested Entitlements	7
2.3 Density Transfer	8
2.4 Rules, Regulations and Official Policies	8
2.4.1 Inconsistency	8
2.4.2 Obligation to Meet and Confer	9
2.4.3 Application of Changes	9
2.4.4 Authority to City	9
2.5 City Fees, Taxes and Assessments	9
2.5.1 Processing Fees and Charges	9
2.5.2 Public Financing Limited to Specific Funding Mechanisms	10
2.6 Affordable Housing	10
2.6.1 Multi-Family Affordable Rental Units	11
2.6.2 Not a Limitation	12
2.7 Wetlands	13
2.7.1 404 Permit	13
2.7.2 Westbrook Boulevard	14
2.7.3 Maintenance by Landowner During the Establishment Monitoring Phase	16
2.7.4 Maintenance by City During the Perpetual Monitoring Phase	16

2.7.5	Facilities Included in 404 Permit	17
2.7.6	Preserve Area Operation and Management Plans	18
2.7.7	Optional Participation in the Placer County Conservation Plan	18
2.8	Provision of Off-site Real Property Interests	19
ARTICLE 3. LANDOWNER OBLIGATIONS		20
3.1	Development, Connection and Mitigation Fees	20
3.2	Public Improvements to be Dedicated, Constructed or Financed by Landowner	20
3.3	Project Phasing	20
3.3.1	Recordation of Large Lot Map(s)	22
3.4	Public Utilities Within Rights-of-Way	24
3.5	Road Improvements	24
3.5.1	Landowner's Obligations	24
3.5.2	Arterial Roadways	25
3.5.3	Sunset Boulevard West	27
3.5.4	Timing of Dedication and Construction of Road Improvements	28
3.5.5	Road Improvement Standards	29
3.5.6	Landscape Setbacks	29
3.5.7	Traffic Signals	30
3.5.8	Update of City Fee	30
3.5.9	Highway 65 Joint Powers Authority	31
3.5.10	South Placer Regional Traffic Fees	31
3.5.11	Tier II Traffic Fee	32
3.5.12	Transit Master Plan Funding	32
3.5.13	City-County Fee	32
3.5.14	Santucci Boulevard and Vista Grande Boulevard Extension Improvement Fee	32
3.5.15	Placer County Traffic Mitigation Fee	33
3.5.16	Fee Credits/Reimbursements for Construction of CIP Improvements	33
3.5.17	Transportation Systems Management	33
3.5.18	Alternative Transportation Marketing	33
3.6	Sewer Facilities	33
3.6.1	Lift Station Site	33
3.6.2	Master Wastewater Plan	34
3.6.3	Improvement Standards	34
3.6.4	Access to Manholes	34
3.6.5	Public Utility Easements	34
3.6.6	Wastewater Facilities for Reimbursement	34
3.6.7	Wastewater Service Area Boundary	35

3.7	Water Supply	35
3.7.1	Placer County Water Agency Supply	35
3.7.2	Financing of Water Supply	36
3.7.3	Groundwater Well	36
3.7.4	Water Conservation Measures	38
3.7.5	Periodic Confirmation of Water Conservation Goal	38
3.8	Water System Improvements	39
3.8.1	Water Study	39
3.8.2	Water Facilities	39
3.8.3	Water Facilities for Reimbursement	40
3.8.4	Water System Sequencing	41
3.8.5	Public Utility Easements	41
3.8.6	Water Softeners	41
3.8.7	Disclosure to Buyers	41
3.8.8	Water Service Area Boundary Modification	41
3.9	Recycled Water Facilities	41
3.9.1	Non-Exclusive Public Utility Easement	42
3.9.2	Recycled Water Facilities for Reimbursement	42
3.9.3	Recycled Water Engineering Report	43
3.9.4	Recycled Water Recycled Water Use Disclosure to Buyers	43
3.9.5	Terms and Conditions for Recycled Water Operations, Use and Service	43
3.10	Drainage Facilities	43
3.10.1	Other Agency Approval	44
3.10.2	Storm Drains	44
3.10.3	Grant of Floodplain	45
3.10.4	Drainage Easements	45
3.10.5	Drainage Improvements and Work Upon City Owned Property	45
3.10.6	Off-Site Monitoring	46
3.10.7	Annexation Into Regional Flood Control Program	46
3.11	Electric	47
3.11.1	On-Site Electric Facilities	47
3.11.2	Off-Site Electric Facilities	47
3.11.3	CSP Electric Substation	47
3.11.4	60kV Disclosure	48
3.11.5	Streetlights	48
3.11.6	Electric Efficiency and Demand Reduction	48
3.12	Parks, Open Space and Bike Trails	49
3.12.1	Park and Open Space Dedications	50
3.12.2	Financing for Parks	53

3.12.3 Neighborhood Park Fee	53
3.12.4 City-Wide Park Fee	54
3.12.5 City-Wide Park In-Lieu Fee	54
3.12.6 Paseo Facilities	55
3.12.7 Bike Trail Construction	55
3.12.8 Entire Park Land Obligation	56
3.12.9 Open Space Preserve Areas	56
3.13 School Fee Agreements	57
3.14 Miscellaneous Public Facilities and Services	57
3.14.1 Fire Tax Equivalent Fee	57
3.14.2 Placer County Capital Facilities Fee	57
3.14.3 Public Benefit Fee	58
3.14.4 Liens, Encumbrances, Covenants, Conditions and Restrictions	58
3.14.5 Signage for Future Public Facilities	58
3.14.6 Library Facilities	58
3.14.7 Construction Waste	58
3.14.8 Weed Abatement on P/QP Parcels	59
3.14.9 Orthophotography of Plan Area and GIS Support	59
3.15 EIR Mitigation Measures	59
3.16 Waiver	59
3.17 Community Facilities District – Public Facilities	60
3.17.1 Formation	60
3.17.2 Effect of CFD Financing on Credits and Reimbursements	63
3.18 Completion of Improvements	63
3.19 Community Facilities District – Public Services (Services CFD)	64
3.19.1 Formation	64
3.19.2 Public Services	65
3.19.3 Public Parcel Exclusion	66
3.20 Community Facilities District – Municipal Services	66
3.20.1 Formation	66
3.20.2 Municipal Services	67
3.20.3 Public Parcel Exclusion	67
3.21 Encroachment Permits, Landscape Maintenance Easements	67
3.22 Grading Permit	67
3.22.1 Contour Grading Plan	68
3.23 Fire Station Site	68
3.24 Disclosures to Subsequent Purchasers	69
3.25 General Signage	71
3.26 Masonry Walls	71
3.27 Reimbursement to West Roseville Specific Plan	72
3.28 Reimbursement to Creekview Specific Plan	74
3.29 Reimbursements to Third Parties	76

ARTICLE 4. CITY OBLIGATIONS	78
4.1 City Cooperation	78
4.2 Credits and Reimbursements	79
4.2.1 City Extension of Credits	79
4.2.2 Reimbursement by Third Parties	80
4.2.3 Reimbursable Hard Costs	80
4.2.4 [Reserved]	80
4.2.5 Increased Amount of Reimbursements	80
4.2.6 Term for Credits and Reimbursements	81
4.2.7 Not a Limitation	81
4.3 Applications for Permits and Entitlements	81
4.3.1 Action by City	81
4.3.2 Maps and Permits	81
4.3.3 Personnel	82
4.4 Subdivision Map Act Waiver	82
4.5 Limited Waiver of Protest Rights	82
4.6 Moratorium, Quotas, Restrictions or Other Growth Limitations	82
4.7 Subsequent Proposed Development	83
4.8 Essence of Agreement	83
ARTICLE 5. DEFAULT, REMEDIES, TERMINATION	83
5.1 General Provisions	83
5.2 Annual Review	84
5.3 Enforced Delay, Extension of Times of Performance	85
5.4 Legal Action	85
5.5 Effect of Termination	85
5.6 Applicable Law and Attorneys' Fees	86
ARTICLE 6. HOLD HARMLESS AGREEMENT	86
ARTICLE 7. PROJECT AS PRIVATE UNDERTAKING	86
ARTICLE 8. COOPERATION IN THE EVENT OF A LEGAL CHALLENGE	86
ARTICLE 9. GENERAL	86
9.1 Enforceability	86
9.2 City Finding	86
9.3 Third Party Beneficiaries	86
9.4 Severability	86
9.5 Construction	86
9.6 Other Necessary Acts	86
9.7 Estoppel Certificate	86

9.8. Mortgagee Protection	88
ARTICLE 10. NOTICES	89
ARTICLE 11. ASSIGNMENT	90
ARTICLE 12. FORM OF AGREEMENT, EXHIBITS	90
LIST OF EXHIBITS	92

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET,
LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE
AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005
RELATIVE TO THE
AMORUSO RANCH SPECIFIC PLAN**

This Development Agreement (the "Agreement") is entered into this 4th day of August, 2016, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), BROOKFIELD SUNSET, LLC, a California limited liability company ("Brookfield") and JENNIFER M. AMORUSO, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 ("Amoruso")(collectively, "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 525.7 acres out of the 674.4+ acres owned by Amoruso, as described in Exhibit "A" and shown on Exhibit "B" (hereinafter the "Property"), attached hereto, which constitutes a portion of the larger area comprising 694.4+ acres commonly referred to the Amoruso Ranch Specific Plan area ("Specific Plan", "ARSP" or "Plan Area"), which Plan Area is also commonly referred to as the annexation area ("Annexation Area") that includes 20.0+ acres designated as Urban Reserve. The Plan Area and Annexation Area are shown in Exhibit "C" attached hereto. The properties of all property owners in the Plan Area as of the date of this Agreement set forth above are shown in Exhibit "D" attached hereto. Amoruso owns the Property, and Brookfield is under contract to purchase the Property from Amoruso. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

C. Hearings. On April 14, 2016, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed

public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

D. Specific Plan Environmental Impact Report; Project Environmental Document. On June 15, 2016, the City Council, in Resolution No. 16-271, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse #2008032115) for the Specific Plan. EIR mitigation measures 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.

E. Entitlements. Following consideration of and certification of the aforementioned EIR and adoption of CEQA related findings, the City Council on June 15, 2016, adopted a Statement of Overriding Considerations with respect to and approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

- 1) The EIR, as certified by Resolution No. 16-271 and the Mitigation Monitoring and Reporting Program ("MMRP"), adopted therewith;
- 2) Sphere of Influence Amendment to include the remaining 634.4 acres in the Plan Area in the City's sphere of influence not previously included in the City's sphere of influence;
- 3) The Roseville General Plan, as amended by Resolution No. 16-272;
- 4) The Amoruso Ranch Specific Plan and Design Guidelines as adopted on June 15, 2016, by Resolution No. 16-273;
- 5) The Pre-zoning of the Property pursuant to Ordinance No. 5710 dated July 6, 2016;
- 6) ~~Zoning Ordinance Amendment to modify Residential Small Lot Development Standards pursuant to Ordinance No. _____ dated _____, 2016;~~
- 7) This Development Agreement, as adopted by Ordinance No. 5708, dated July 6, 2016 (the "Adopting Ordinance"); and
- 8) Annexation of 694.4 acres.

The approvals described in paragraphs 1 through 8, inclusive, are referred to herein collectively as the "Entitlements." No other action or approval by City shall be

deemed an "Entitlement," provided, however, that subsequent actions or approvals by City for development of the Property, including, but not limited to, large lot and small lot tentative subdivision maps, major project permits, conditional use permits and design review permits (the "Subsequent Entitlements"), shall be deemed included as part of the Entitlements upon City action or approval thereof. The inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the City's discretion to impose time limits within which such Subsequent Entitlements must be implemented.

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

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

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

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

of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

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

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

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

1.2 Binding Covenants. Upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005, 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"), and shall extend for a period of thirty (30) years after the Effective Date, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto, provided, however, that the terms and conditions of this Agreement shall not be binding on the Property, nor shall Landowner have any development rights or improvements 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 the annexation of the Property. The Agreement shall be recorded against the Property within ten (10) days after City enters into the Agreement, as required by California Government Code Section 65868.5. Following expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. As set forth in the Recitals above, the City's agreement to

approve development of the Property (including the zoning of the Property and the annexation of the Property to the City) is being made in consideration of Landowner's covenants under this Agreement. In the event of any such termination prior to recordation of this Agreement, Landowner acknowledges that the Entitlements shall no longer be vested by this Agreement and that the City shall not be required to approve any development of the Property, unless and until an effective development agreement is entered into with the City for the Property.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit.

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

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

modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

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

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

1.7 Pro Rata Share/Fair Share - Defined. Except as specifically provided otherwise 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 ARSP 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 Low Density Residential and Medium Density Residential land uses (gross acres for all other land uses), for the Property as shown in the Specific Plan Land Plan in Exhibit "E", attached hereto and summarized below:

Low Density Residential	1,302 units on 248.8 Gross Acres;
Medium Density Residential	542 units on 50.3 Gross Acres;
High Density Residential	873 units on 38.1 Gross Acres;
Community Commercial	23.9 Gross Acres;
Community Commercial/Village District	109 units on 27.3 Gross Acres;
Park	22.1 Gross Acres;
Open Space	134.8 Gross Acres;
Open Space (Paseos)	10.7 Gross Acres;
School	9.6 Gross Acres;
Public/Quasi Public	7.6 Gross Acres;
Urban Reserve	20.0 Gross Acres;
Right of Way	52.0 Gross Acres;
NAPOTS (Placer Parkway)	49.2 Gross Acres.

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

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

2.4 Rules, Regulations and Official Policies.

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

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

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

2.4.3 Application of Changes. Nothing in this section shall preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated or required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent delay or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

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

2.5 City Fees, Taxes and Assessments.

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

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

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

2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide 283 units affordable to very low and low -income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low and 60% for low income households. Any adjustment based on actual development shall be subject to the approval of the City Manager or his/her designee. Prior to issuance of a building permit for any affordable rental unit on a parcel within the Project, City and Landowner shall enter into an Affordable Rental Housing Agreement giving effect to the requirements and intent of this Agreement.

The term "very low income" means households earning 50% or less of median income, and "low income" means households earning 51% to 80% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5. For each of the household income ranges specified herein, household income at the upper limit of the

specified ranges shall be used in determining qualifying rents for affordable rental residential units. Unless a City subsidy is provided, as set forth in Section 2.6.1.3 below regarding any future potential subsidy, or other restrictions are placed on the Parcel due to the type of financing secured by the ultimate developer of the Parcel, qualifying rents for affordable rental residential units shall be based on the upper limit of specified income levels.

Locations of affordable housing sites are shown in the Specific Plan and Exhibit "F". Such locations may be modified pursuant to Section 2.6.1.4 of this Agreement.

2.6.1 Multi Family Affordable Rental Units.

2.6.1.1 Affordable Obligation. Landowner agrees that two hundred and eighty-three (283) affordable rental units will be reserved within the Property, including one hundred and thirteen (113) units for rental to very low income households and one hundred and seventy (170) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
AR-19	230	170	68	102
AR-44	150	113	45	68
Total	380	283	113	170

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

2.6.1.3 Future Potential Compensation by City. If and to the extent funding to subsidize the provision of affordable housing within the City as described herein is or becomes available to City and is not otherwise committed by City to other affordable housing projects, City at its sole discretion may compensate Landowner or its successors from such available funds. Landowner acknowledges that, as of the Effective Date hereof, City does not have and does not anticipate obtaining any such subsidies that would be available to compensate Landowner hereunder, and if City cannot provide or identify any such subsidies, Landowner shall nevertheless be

obligated hereunder to provide the affordable housing as required by this Agreement. In connection herewith, Landowner hereby waives any claims, suits, or actions against City on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Section 1954.50 et seq.

If and to the extent available, to compensate Landowner for providing rental housing affordable to low income households and very low income households, such compensation (hereinafter, "subsidy" or "subsidies") may be issued through a combination of density bonus, fee deferrals or financing, federal, state and/or local programs or any other form agreeable to Landowner and City. Landowner shall join City in any application prepared for federal, state, local or private funding for any potential subsidies, and Landowner shall use its best efforts to cooperate with City to obtain approval thereof, provided any additional costs or liabilities associated with Landowner's participation therein shall be subject to Landowner's reasonable approval.

To the extent that public funds or subsidies are provided to the development of affordable rental units, Landowner shall provide written notice to builder(s) of such affordable units that such construction may be subject to a requirement to pay prevailing wage.

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

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

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

2.7 Wetlands.

2.7.1: 404 Permit. Landowner has obtained verification from the U.S. Army Corps of Engineers (the "Army Corps") of the presence of vernal pools and of wetland swales/channels on the Property. Landowner shall obtain from the Army Corps a permit (the "404 Permit") to fill specific wetland resources in conjunction with development of the Property, as well as all offsite improvements required to be constructed by Landowner. 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 shall, in implementation of the 404 Permit, be required to append to the City's Open Space Preserve Overarching Management Plan. Landowner intends to mitigate the impacts of such wetland fills through a combination of on-site preservation ("Preserve Area(s)"), off-site preservation and/or on-site and off-site creation or restoration of wetland resources. Should on-site preservation require monitoring and a corresponding conservation easement recorded in favor of a third party non-profit entity, City shall have the right to approve the conservation easement and third party non-profit entity, and Landowner shall be responsible for any required endowment to fund long-term third party monitoring and reporting as may be required under the conservation easement. In addition, any off-site preservation properties that Landowner obtains to partly or wholly mitigate the impacts of such wetland fills, where such off-site preservation properties (the "Off-Site Preservation Properties") are adjacent to City's Al Johnson Wildlife Area, may be dedicated to City by Landowner, subject to approval by City. The Off-Site Preservation Properties shall be consistent with the requirements of this Section 2.7 of the Agreement, including appending to City's Open Space Preserve Overarching Management Plan, and funding of management, maintenance, monitoring and reporting obligations. Landowner shall use its reasonable best efforts, subject to approval of Federal and State resource agencies, to provide for the establishment of passive recreation opportunities (such as Class I bike trails and wildlife viewing) in such Off-Site Preservation Properties that are adjacent to City's Al Johnson Wildlife Area. Should the Off-Site Preservation Properties to be dedicated to City require monitoring and a corresponding conservation easement recorded against the Off-Site Preservation Properties in favor of a third party non-profit entity, City shall have the right to approve the conservation easement and third party non-profit entity. In addition, Landowner shall be responsible for any required endowment to fund long-term monitoring and reporting by the third party non-profit entity that may be required under the applicable conservation easement.

Landowner shall obtain any amendments to the 404 Permit(s) that are, or may be, required and any other State or Federal permits that may be required in order

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

2.7.2 Westbrook Boulevard. Among the public improvements to be constructed on the Property that will be covered by the 404 Permit is Westbrook Boulevard from the southern boundary of the Plan Area through the ARSP. Unless constructed by another third party, Landowner is also obligated to construct Westbrook Boulevard, including the utilities located within or adjacent to Westbrook Boulevard, from the point that Westbrook Boulevard reaches the southern boundary of Parcels C-51 and C-52 in the Creekview Specific Plan ("CSP") area up to the southern boundary of the ARSP. However, Landowner is not obligated by this Agreement to obtain a 404 Permit for that portion of Westbrook Boulevard between Parcels C-51 and C-52 in the CSP. Rather, Landowner and City acknowledge that property owners in the CSP area have obtained 404 permits that include the portion of Westbrook Boulevard between Parcels C-51 and C-52 in the CSP pursuant to Section 2.7 of the CSP development agreement with City.

The CSP development agreement provides for assignment by the CSP property owners of the 404 Permit or portions of the 404 Permit for the CSP that relate to the portion of Westbrook Boulevard between Parcels C-51 and C-52, along with mitigation therefor, if such mitigation has been acquired and implemented by the CSP landowners at the time that Landowner or third parties are prepared to advance construction of that segment of Westbrook Boulevard. The CSP development agreement further provides that if the property owners in the CSP have not yet acquired and/or implemented the mitigation required to build such segment of Westbrook Boulevard, then the CSP landowners shall reimburse the constructing party for the cost of acquiring and implementing the needed mitigation to construct that segment of Westbrook Boulevard, as set forth in the CSP development agreements and as set forth in this Agreement. Under no circumstances shall Landowner be required to reimburse the CSP property owners for the cost of mitigation and/or implementation of mitigation required for constructing the identified portion of Westbrook Boulevard as set forth herein, including any costs of state and federal permitting, or any mitigation costs for infrastructure in the CSP.

2.7.2.1 Compliance with 404 Permit Conditions. Any violation of the 404 Permit by Landowner arising out of construction of drainage outfalls and other drainage improvements in a Preserve Area shall be the responsibility of Landowner. Following any required establishment periods as provided in this Agreement, outside agency permit(s), and 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, the cost of which shall be funded through the CFD for Public Services as set forth in Section 3.19 below. Notwithstanding City's acceptance of the drainage improvements, the City shall not be responsible for any 404 Permit or Clean Water Act violations arising from Landowner or third party actions affecting the normal operation of the drainage system. City shall be responsible for any 404 Permit or Clean Water Act violations, and the costs thereof, arising out of actions of the City causing such violation(s). It is also acknowledged that the City's acceptance and normal operation of the public storm drain system does not alter Landowner's obligation and responsibility for compliance with the applicable 404 Permit Preserve Area Establishment Period (as defined in Section 2.7.2.3 below) success criteria.

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

The first phase, or the Establishment Monitoring Phase, would occur during the time that the Preserve property remains under ownership of Landowner and adjacent build-out is occurring in accordance with the Entitlements and 404 Permit(s). During the Establishment Monitoring Phase, created wetlands would be monitored for success in accordance with criteria identified in the 404 Permit, and the balance of the Preserve Areas would be monitored in accordance with City's Open Space Preserve Overarching Management Plan. Prior to City acceptance of the Preserve Areas, all other identified Preserve improvements would have been constructed, including, but not limited to, perimeter fencing, outfalls, drainage swales, and utility lines. The duration of the Establishment Monitoring Phase will be specified in the 404 Permit and will depend in part on the ability of created mitigation wetlands to meet success criteria identified in the 404 Permit. City and Landowner acknowledge and agree that City will take ownership of the Preserve in accordance with the process outlined in the City's then current Open Space Preserve Overarching Management Plan after the Establishment Monitoring Phase has demonstrated that all created habitat has met the required success criteria, any special management conditions related to the Preserve Area as may be identified in the 404 Permit have been implemented, and all required Preserve improvements and/or facilities have been completed to the

satisfaction of the City and applicable Federal permitting agencies.

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

2.7.3 Maintenance by Landowner During the Establishment Monitoring Phase. Landowner shall be solely responsible for satisfying all mitigation, monitoring, reporting, and maintenance required for on-site Preserve Areas and Off-Site Preservation Properties, in accordance with the City's then current Open Space Preserve Overarching Management Plan, including, but not limited to, development of any 404 Permit required supplemental Establishment Monitoring Phase Operations and Management ("O&M") Plan, or any extended Establishment Monitoring Phase, as determined by the Army Corps, for the Preserve Area.

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

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

2.7.4 Maintenance by City During the Perpetual Monitoring Phase. A PAR Analysis shall be prepared and approved by the City to determine the amount of funding required to manage Preserve Areas during the Perpetual Monitoring Phase. The annual funding needs would be generated via establishment of a Public Services CFD. Following successful completion of the Establishment Monitoring Phase and transfer of applicable Preserve areas to the City, the City, at the expense of the Public Services CFD, shall have sole responsibility to manage the Preserve Area(s) according to

the City's Open Space Preserve Overarching Management Plan and any Perpetual Monitoring Phase or special management conditions identified in the applicable 404 Permit(s). During said Perpetual Monitoring Phase, Landowner shall, to the extent Public Services CFD funds generated by the Property are available to correct such below-referenced failure to comply with the Overarching Management Plan and/or any special management conditions identified in the 404 Permit by Landowner or third party, indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit (of the transferred Preserve), which solely arise out of or relate to any failure of Landowner to satisfy such Overarching Management Plan and/or any special management conditions identified in the 404 Permit and mitigation monitoring requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Preserve Area(s) during the Perpetual Monitoring Phase will be subject to the provisions of the 404 Permit and the City's Open Space Preserve Overarching Management Plan and/or any special management conditions identified in the 404 Permit.

2.7.5 Facilities Included in 404 Permit. Landowner shall use its best efforts to ensure that the approval of its 404 Permit includes development of the bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, outfalls, culverts, and ancillary improvements that are described in the Specific Plan and this Agreement. To the extent feasible, these improvements within the Property should be located within the Preserve "transition zone", a separate approximately 30-foot wide open space parcel located between the Preserve Area and development parcels. In this regard, Landowner shall include the location of known proposed bike paths, fuel modification areas, passive recreation areas, vehicular access routes for maintenance of open space, sewer facility maintenance, 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. Such open space improvements shall include the following:

- (i) Maintenance access ramps from Westbrook Boulevard to the Preserve Area north and south of University Creek (from both the east and west sides of Westbrook Boulevard), as shown in Exhibit "Z-1";
- (ii) A maintenance access crossing of University Creek capable of accommodating a 30,000 pound vehicle (grass fire rig) as part of off-site drainage improvements located west of Parcel AR-92 on the Al Johnson Wildlife Area to access the southwest open space south of University Creek within the Property, as shown in Exhibit "Z-2".

- The bridge design shall be supported by a hydraulic analysis demonstrating no flood plain impacts from the structure;
- (iii) Subject to the results of Landowner's reasonable best efforts as set forth in Section 2.7.1 above, opportunities for passive recreation in the Off-Site Preserve Properties for wildlife viewing and a bike trail linking West Sunset Boulevard and the Al Johnson Wildlife Area.

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 Plan Fee. As discussed in this Section 2.7, it is anticipated that the on-site Preserve Area(s) and, if approved by City, the Off-Site Preservation Properties, will append to and be managed in accordance with the City's Open Space Preserve Overarching Management Plan, which may include supplemental management requirements and success criteria identified in the 404 Permit. In recognition of efficiencies achieved by appending to City's Open Space Preserve Overarching Management Plan, Landowner shall pay to City a one-time fee of \$20,000. Payment shall be made by Landowner upon effectuation of the 404 Permit and initiation of the Establishment Monitoring Phase management as outlined in City's Open Space Preserve Overarching Management Plan. Should the applicable resource agencies approve an independent preserve area operations and management plan for the Preserve Area(s) and Off-Site Preservation Properties such that City's Open Space Preserve Overarching Management Plan will be not applicable to such preserves, Landowner shall have no obligation to pay the fee referenced in this Section 2.7.6.

2.7.7 Optional Participation in the Placer County Conservation Plan. Landowner may elect to participate in the Placer County Conservation Plan (PCCP) as a Participating Special Entity as a means of obtaining the Project's 404 Permit. Landowner and City recognize that PCCP participation may alter the currently anticipated Federal Clean Water Act and Endangered Species Act mitigation approach set forth in this Agreement, including, but not limited to, on-site and off-site Preserve Area dedication, management, monitoring, maintenance, and funding requirements. Landowner and City shall use their reasonable best efforts and work cooperatively to implement PCCP permitting requirements for the Project, provided, however, that City shall not be responsible for any added costs that may result from Landowner's decision to participate in the PCCP.

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

- (1) Westbrook Boulevard south of the Property, and utility easements adjacent to and/or thereunder, to the extent such real property interests have not previously been dedicated to City;
- (2) Improvements to the Al Johnson Wildlife Area not otherwise owned by City; and,
- (3) any other real property interest pertaining to public improvements which City requires Landowner to construct.

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

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

ARTICLE 3. LANDOWNER OBLIGATIONS

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

3.2 Public Improvements To Be Dedicated, Constructed or Financed by Landowner. In conjunction with each phased Final Map, or as otherwise required by this Agreement, 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 CDFW 1600 Streambed Alteration Agreements, RWQCB General Construction Permit, and 401 Certification, as needed) and complete said development if said development is a Landowner responsibility under this Agreement. At the time of City acceptance of any land dedications, all land dedications, except for the NAPOTS Area described in Section 3.3.1 below, 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. In the event, however, that the land dedication by Landowner is triggered by the proposed construction of a third party for a public improvement identified in this Agreement, such third party shall assume the obligation to assure that, at the time of City acceptance, the land dedicated is free and clear of all Encumbrances, unless expressly waived by City. Landowner agrees to cooperate with such third parties to use their best commercially reasonable efforts to remove all Encumbrances, subject to lender or mortgagee consent, as may be required. Such cooperation by Landowner shall be at the sole cost to the third party requesting removal of Encumbrances prior to final dedicating acceptance by 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. With respect to the wetland obligation referenced in Section 2.7.1 above, the third party shall assume the obligation to remove such wetland environmental constraint on the Property to be dedicated to City triggered by the third party's construction of the public improvements.

3.3 Project Phasing. Landowner shall develop and construct the infrastructure necessary to serve the Project in Phases 1 through 3 substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Infrastructure

may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

In the event that sub-phases are proposed within the identified Phases 1 thru 3, the following criteria will be used to establish the conditions and requirements for that portion of work:

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

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

- Sanitary Sewer - One point of connection to the sewer outfall required, which may include a sanitary sewer lift station or interim lift station.
- Recycled Water - One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis via a potable water charging station, 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. Up to three temporary potable water charging station connections to the recycled water system shall be allowed among the 3 phases 1-3, with one

temporary potable water charging station connection anticipated for Phase 1. 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 to the ARSP Backbone water system to provide system looping.
- Roadway - Two points of access required (one may be a temporary EVA) and reasonable traffic circulation.
- Electric - Any sub-phase shall be consistent with Section 3.11 below.
- Grading -- A substantial earthwork effort is required by the ARSP. Sub-phasing plans will be required to demonstrate, through a detailed mass grading plan, that all sites (whether cut or fill) will be able to be constructed over time with an effort to minimize use of retaining walls. Haul roads, stock pile sites and adequate drainage facilities shall be identified on grading plans.
- Drainage - Any sub-phase shall demonstrate that adequate storm water management is provided.
- Streetscape Irrigation - Irrigation systems for streetscapes shall be separated by sub-phase and fully operational.

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

3.3.1 Recordation of Large Lot Map(s). One Large Lot Tentative Map ("LLM") shall be prepared for the entire Plan Area, allowing phasing of the final map ("Large Lot Final Map"). Large Lot Final Maps can record independent of the others

consistent with the LLM. Consistent with Section 3.5.4.2 below, performance security (in a form acceptable to City) shall only be required for small lot subdivision maps being recorded prior to the acceptance of improvements by City. Future public lands within the Plan Area, including the well site, sewer lift station, fire station, open space, drainage channels, and parks shall be dedicated to the City on the face of each Large Lot Final Map as an irrevocable offer to dedicate ("IOD").

With the recordation of the first Final Map, the Landowner shall grant to City separate IODs for (1) rights-of-way ("RoW") for all arterial roadways to include all landscape corridors adjacent to Low Density Residential and Medium Density Residential parcels, (2) open space parcels within the Project, (3) public utility easements ("PUEs") consisting of twenty-five (25) feet adjacent to RoW dedications adjacent to land uses other than Low Density Residential and Medium Density Residential land uses, except as otherwise shown in the Specific Plan, (4) drainage channels, (5) all P/QP parcels (except the school site), and (6) temporary construction easements ("TCEs") with rights of access and rights to construct, covering the combined width of the RoW, PUEs, IODs and open space parcels (subject to any conditions in the 404 Permit). City shall have the right to accept IOD and TCE dedications on behalf of or for use by any third party developer(s), subject to such third parties executing a right of entry agreement, including indemnification provisions, acceptable to Landowner, which acceptance shall not be unreasonably withheld.

In addition, Landowner shall with recordation of the first Final Map grant to City a separate IOD for the future Placer Parkway alignment, including an area for the portion of a potential future interchange at the Placer Parkway/Westbrook Boulevard intersection that would lie within the Project boundaries, area that are designated "not a part of this subdivision" ("NAPOTS" or "NAPOTS Area") on the Land Use Plan. Notwithstanding the provisions below for City acceptance of all RoW IOD's, City shall not be obligated to accept such IOD for the NAPOTS Area until the earlier of the recordation of the final small lot map for Phase 3 of the Project or execution of the contract for the construction of the segment of Placer Parkway including the NAPOTS Area. Landowner shall include the maintenance of the NAPOTS Area in its Community Facilities District - Public Services under Section 3.19 below, until such time as the contract for the construction of the segment of Placer Parkway including the NAPOTS Area is executed. Landowner shall maintain the NAPOTS Area prior to City acceptance, using funding from the CFD - Public Services. Upon City acceptance of the IOD for the NAPOTS Area, City shall be responsible for maintenance of the NAPOTS Area, using funding from the CFD - Public Services, until such time as indicated herein.

City shall accept all RoW and PUE IOD's subject to improvement. IOD's shall remain in force until such time as all Landowner obligations for public improvements and/or Preserve Area Establishment Monitoring Phase monitoring is

complete. Upon issuance of a Certificate of Completion ("COC") for the completed improvements within the IOD's, and following the acceptance of those improvements by the City Council, the City shall accept the dedications. The City is not obligated to accept land dedications for future P/QP, Open Space, Park, or other public improvements until the frontage improvements to such land dedications are completed. Furthermore, Open Space Preserve Area acceptance shall take place as described in Section 3.12.9.1 and the City's Open Space Preserve Overarching Management Plan. Except as provided in Section 3.12.9 below, maintenance of these properties remains a Landowner obligation until accepted by City.

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

Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility, bus shelter, or power line 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 Specific Plan, the Phasing Plan, as may be modified as provided in Section 3.3, the Infrastructure Phasing and Reimbursement Schedule set forth in Exhibit "BB", and as shown in Exhibit "H".

3.5.1 Landowner's Obligations. Landowner obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, appropriate striping, all necessary drainage improvements including storm water management requirements, fiber optic cable conduit as set forth in Exhibit "T", and pavement section. Except as provided below in Section 3.5.2, Landowner's frontage obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing,

grading of 1/2 of the full road section, drainage facilities including storm water management requirements, utilities, street lights, signal interconnect conduits, fiber optic cable conduit as set forth in Exhibit "T", and eighteen feet (18') of asphalt pavement adjacent to the property, including aggregate base and sub-base, striping, and any additional pavement widening at intersections and driveways to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements"). Right turn auxiliary lanes, turn flares, decel lanes, tapers, transition lanes, widening at driveways and bus turnouts shall be constructed by Landowner in, and encroach into, the public utility easement/landscape easement corridors per the Specific Plan. Additional RoW dedication is required where multiple left turn lanes are required per City Standards. 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 and 3.12.7, 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 Sections 3.2 and 3.3.1 above. Arterial roadways wholly within and adjacent to the Project are Westbrook Boulevard, and Roads B and D east of Westbrook Boulevard. City and Landowner acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans based on the final design for such arterials and the final small lot subdivision for the Property. The number of lanes and width of pavement shall be as required within the Specific Plan. The phasing and improvements required for each arterial are shown on Exhibit "H" and described in the Phasing Plan, Exhibit "G". Arterial roadway improvements in excess of required Landowner's Frontage Improvements constructed by Landowner pursuant to this Section 3.5.2 shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Project that are in excess of required Frontage Improvements by withholding 25% (the "TMF Set-Aside Fund") of City traffic mitigation fee ("TMF" or "City TMF Fund") revenues paid by Landowner, provided, however, that if Landowner constructs CIP improvements that are the obligation of the CSP, the TMF Set-Aside Fund percentage for the Project out of the City TMF Fund shall be 50 percent (50%). Payments to Landowner for CIP improvements shall be on a first completed, first paid basis and shall be distributed

from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement.

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

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

(a) Roads B and D. Roads B and D are planned as 4-lane arterials east of Westbrook Boulevard. Landowner shall construct the Frontage Improvements, as defined in Section 3.5.1, as well as the adjacent inside lane, i.e., the CIP Improvements, for both sides of Roads B and D east of Westbrook Boulevard to the eastern Plan Area boundary, pursuant to the Phasing Plan set forth in Exhibit "G".

City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional inside lane pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 25% credits (50% if Landowner constructs CIP improvements that are the obligation of the CSP) against the TMF applied to the building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

(b) Westbrook Boulevard. Westbrook Boulevard is planned as a 6-lane arterial roadway. Landowner shall construct both outside Frontage Improvements to form a continuous roadway from south to north and shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including specified landscape median (8 feet south of Road A and 14 feet north of Road A), as defined in Section 3.5.1, which 4-lane section includes the frontage improvements as well as the adjacent inside lane, i.e., the CIP improvements, on each side of Westbrook Boulevard.

City shall pay Landowner out of the TMF Set-Aside Fund for the cost of the additional two inside lanes pursuant to the terms of the Funding, Construction and Acquisition Agreement, but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 25% credits against

the TMF (50% if Landowner constructs CIP improvements that are the obligation of the CSP) applied to building permits on Landowner's Property, for all DUEs on Landowner's Property, up to the amount of the payments due to Landowner, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Landowner such amount, less the amount of any payments and credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property.

Westbrook Boulevard Frontage Improvements shall be constructed in phases consistent with the Phasing Plan set forth in Exhibit "G". Each phase of such Westbrook Boulevard Frontage Improvements shall be triggered upon on-site development of the specific parcels adjacent to the roadway and shall include the full grading of the ultimate roadway section and the construction of a 4-lane road section of the ultimate 6-lane roadway, including specified landscape median (8 feet south of Road A and 14 feet north of Road A), and frontage improvements on both sides. Limits of construction phases of Westbrook Boulevard shall be determined by the City Engineer at such time as Landowner submits sub-phasing plans as provided for in Section 3.3.

In the event that development of the ARSP precedes the extension of Westbrook Boulevard through the Creekview Specific Plan ("CSP") by the CSP landowners, Landowner shall assume the obligation to extend Westbrook Boulevard through the CSP and into the Plan Area. Within thirty (30) days of City acceptance of Landowner's improvement plans for Westbrook Boulevard, including the portion of Westbrook Boulevard through the CSP, City and Landowner shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Landowner for the CIP portion of Westbrook Boulevard, based upon invoices for actual work constructed, for stages of Westbrook Boulevard that have been signed off by City inspectors. All City reimbursements to Landowner for the CIP portion of Westbrook Boulevard shall be from funds from the TMF Set-Aside Fund. All frontage improvements for that portion of Westbrook Boulevard through the CSP that Landowner constructs shall be reimbursed to Landowner by the CSP at such time when construction of the improvements would have been required had the improvement not been so advanced by Landowner. Reimbursement shall be adjusted annually by the CCI from the date the reimbursable costs were incurred by Landowner to the date of reimbursement, as provided in Section 3.26 of the CSP Development Agreement.

3.5.3 West Sunset Boulevard. Landowner shall have the obligation to construct improvements to West Sunset Boulevard in unincorporated Placer County immediately north of the Annexation Area (the "West Sunset Improvements") to a Rural Secondary Roadway standard pursuant to Placer County standards in effect as of the Effective Date of the Agreement. The West Sunset Improvements shall be constructed as initial improvements and ultimate improvements, as set forth in Exhibits

"H-3-A, -B, and -C" hereto. Initially, the West Sunset Improvements shall consist of an all weather fire access road (emergency vehicle access only) along the future alignment of Westbrook Boulevard from West Sunset Boulevard south to where initial Westbrook Boulevard improvements in the Project have been constructed, including a gate and fencing to restrict public access to the satisfaction of the City Engineer. As set forth in the Phasing Plan in Exhibit "G", the ultimate West Sunset Improvements shall be constructed by Landowner at the time of commencement of construction of Phase 3 of the Project. The West Sunset Improvements shall consist of two 12-foot travel lanes, two 4-foot shoulders, a new 8-foot wide drainage ditch on the south side of roadway, and necessary turn lanes, as shown in Exhibit "H-3-A, -B, and -C", along with a 5-foot sidewalk within a 25-foot landscape corridor along the southern edge of West Sunset Boulevard adjacent to the Property and within the new City boundary to be created by annexation. There shall be no requirement for street lighting along West Sunset Boulevard, and the only electrical facilities along West Sunset Boulevard required of the Project shall be electrical facilities to serve the traffic signal to be constructed at the intersection of Westbrook Boulevard and West Sunset Boulevard, as well as the electrical facilities to serve the landscaping to be constructed by Landowner as part of the West Sunset Improvements. In order for Landowner to construct such West Sunset Improvements, Placer County shall need to abandon a portion of its existing right-of-way on the southern portion of West Sunset Boulevard along the entire northern border of the Project (as shown in Exhibit "H-3-A"). The annexation of the ARSP shall extend north to a point south of the West Sunset Improvements, including land that the County needs to abandon as herein described, as shown in Exhibit "H-3-A". Landowner and City shall work together with Placer County to convey all existing interests in the LSE/PUE within the annexed area to City or to Landowner, who shall in turn offer the dedication of the landscaped corridor as RoW to City.

Should Placer County, or the City and Placer County jointly, develop a fee program that includes the West Sunset Improvements or any portion thereof, which fee program requires payment of traffic impact fees to fund the West Sunset Improvements at the time of issuance of building permits in the Project, Brookfield Sunset, LLC shall be entitled to reimbursement for the cost of the West Sunset Improvements that Brookfield Sunset, LLC or its assignee(s) has constructed pursuant to this Agreement, with reimbursement from such traffic fees collected in the above referenced fee program from the issuance of building permits in the Project or paid by third parties. Such reimbursement shall be personal to Brookfield Sunset, LLC, and does not run with the Property to successors and assigns, unless Brookfield Sunset, LLC provides written notice to Placer County or to City and Placer County, as the case may be, that said reimbursements have been assigned by Brookfield Sunset, LLC to a third party.

3.5.4 Timing of Dedication and Security for Road Improvements.

3.5.4.1 Rights-of-way for the arterial roadways and the NAPOTS

Area shall be dedicated as an IOD to the City as set forth in Sections 3.2 and 3.3.1, and with the recordation of the first 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 the single collector street in the Project 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 City Engineer. 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, right turn auxiliary lanes, turn flares, decel lanes, and turn lane 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, traffic control equipment (signs and traffic signals), walls and related uses, and shall be included in the road rights-of-way, adjacent to LDR and MDR parcels. Such setbacks shall not be included within rights-of-way adjacent to High Density Residential and 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 (consistent with City's Water Efficient Landscape Ordinance) within the landscape planter, including, street trees (to be trimmed per City standards) located between the separated sidewalk and curb, except where a Homeowners Association maintains the landscaping within the landscape planter. Individual homeowners shall be notified by any such applicable Homeowners Association of a restriction against replacing landscaping with hard surface

improvements within the above referenced landscape planter.

3.5.7 Traffic Signals. Landowner shall be responsible for the costs of construction of traffic signals as shown on Exhibit "I" and described in the Phasing Plan through the payment of the TMF. Landowner shall construct the traffic signals set forth in Exhibit "I", for which City shall make progress payments to Landowner for the cost of construction of such traffic signals from the City's TMF Set-Aside Fund, as defined in Section 3.5.2 above. At a minimum, and in the case where full signal improvements are not warranted at the time of construction by Landowner, then, at the discretion of the City Engineer, Landowner shall install underground conduit, loops, and poles for those signals, subject to the progress payment and credit provisions set forth in this Section 3.5.7. For those traffic signals to be completed at a later date, City shall be responsible to install mast arms, signals and signal controllers when they are needed. If TMF Set-Aside Fund revenues are not available to fully pay Landowner for any traffic signal improvements constructed by Landowner under this Section 3.5.7, City shall provide 25% credits (50% if Landowner constructs CIP Improvements that are the obligation of the CSP) to Landowner against the TMF applied to building permits on Landowner's Property, up to the amount of the reimbursement then un-reimbursed by City to Landowner, provided, however, then once sufficient City revenues are available to fully pay Landowner, City shall so pay Landowner, less the amount of any credits previously extended to Landowner against the TMF applied to DUEs on Landowner's Property. Landowner shall be entitled to reimbursements and/or credits toward the appropriate City traffic mitigation fee for the design and construction of public traffic signals and/or signals warranted by City that are constructed in their ultimate location. Landowner shall not be entitled to any reimbursements or traffic mitigation fee credits for any portion of a traffic signal that serves a private driveway, unless the driveway is the fourth leg of a warranted three legged signal that serves public rights-of-way on three legs, at which time the public legs would be available for reimbursement from the TMF Set-Aside Fund.

3.5.8 Update of City Fee. Landowner acknowledges that as a result of approval of the Project, the City will need to update the Capital Improvement Program and Traffic Mitigation Fee to include the Project. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective 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 Creekview Specific Plan Area. To the extent that the Traffic Mitigation Fee adopted for the Project is higher than that charged in the Creekview 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 Project. To the extent that the Traffic Mitigation Fee adopted for the Property is lower than that charged in the Creekview 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 Creekview 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 Creekview 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 \$6,332.96 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. Upon approval by the SPRTA Board, SPRTA Tier II Traffic Fees to be paid by the Project shall be subject to a credit per DUE for costs advanced by Landowner applicable to future resource agency permitting for the future alignment of the segment of Placer Parkway within the Project boundaries, as well for any land acquisition component of the SPRTA Tier II Traffic Fee that applies to that segment of Placer Parkway that lies within the Project.

3.5.12 Transit Master Plan Funding. Landowner shall pay, as its 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 \$4,166, \$4,998, and \$4,166, respectively, prior to the recordation of any Large Lot Final Map on the Property. Landowner's pro-rata share, based on 525.7 acres as the numerator and 674.4 acres as the denominator is 77.95% of \$13,330, or a total of \$10,391.

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 City and County, including Baseline Road and Walegra Road. Landowner agrees that the Property shall be subject to and pay the City-County Traffic Mitigation Fee. Until such time as an update of the City-County Traffic Mitigation Fee has been completed to include the Property, Landowner agrees to pay the fee rate then currently charged in the CSP.

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

3.5.15 Placer County Traffic Mitigation Fee. Landowner agrees to pay to City a fee of \$215 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, the extension of Vista Grande Boulevard as provided in Section 3.5.14 above), and the West Sunset Boulevard/Fiddymont Road intersection. The Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.

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

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

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

3.6 Sewer Facilities. Landowner shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibits "J-1" and "J-2", attached hereto. In the event that the WRSP and/or CSP has not constructed sewer facilities necessary to serve the Property, Landowner shall construct the necessary off-site sewer facilities and obtain reimbursement from the WRSP and/or CSP in accordance with Section 4.2.2 herein. Landowner shall, subject to the provisions of Section 2.8 of this Agreement, be solely responsible for obtaining easements and rights-of-way that are required for construction of such improvements. City shall provide Landowner with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibits "J-1" and "J-2", Landowner shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.

3.6.1 Lift Station Sites. Landowner shall, at its expense, design and

construct two sewer lift stations (Parcels AR-56 and AR-57). Landowner shall be responsible for installation of all frontage improvements to Parcels AR-56 and AR-57, including storm drainage, water, wastewater, electric and communication fiber conduit per City standards. Construction of such sewer lift stations shall be consistent with Exhibits "J-1" and "J-2" attached hereto and Figures 9 and 10 of the Sanitary Sewer Master Plan. As disclosure to subsequent purchasers, Landowner shall install signage at both future lift station sites describing the facilities to be constructed on the particular lift station site. Signs shall be provided pursuant to City specifications. The Environmental Utilities Director shall review and approve the signs prior to their installation.

3.6.2 Master Wastewater Plan. Landowner shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibits "J-1" and "J-2".

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

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

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

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

3.6.6 Wastewater Facilities for Reimbursement. Subject to the provisions

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

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

3.6.7 Wastewater Service Area Boundary. Landowner shall be responsible for its pro rata share, based on acreage (525.7 acres out of 674.4 acres in the ARSP), of all costs associated with obtaining approval from the South Placer Wastewater Authority (SPWA) for expansion of the existing wastewater service area boundary to include the Plan Area.

3.7 Water Supply.

3.7.1 Placer County Water Agency Supply. City is negotiating with the Placer County Water Agency (PCWA) to acquire an additional treated surface water supply from PCWA via a wholesale water agreement, inclusive of 1,067 acre feet per year ("AFY") to serve the Project. Water obtained from PCWA by City through the wholesale agreement would be delivered to the City through PCWA's Tinker Road Pump Station and Reservoir located in the Sunset Industrial Area of unincorporated Placer County (the "Tinker Road Facility"), and then transported through the City's water infrastructure to the Project site. In the interim period before the PCWA infrastructure is in place to provide water to the Project, the Project will be supplied using existing City supplies and water treatment capacity. Additional infrastructure, including the Ophir Water Treatment Plant and improvements at the Tinker Road Facility, as described below, are needed to provide the PCWA treated surface water to the Project. As set forth in the EIR, prior to the approval of any building permits in the Project, Landowner shall pay its proportionate share of required funding to City for the acquisition and delivery of treated potable water supplies to serve the Project. No building permits shall be issued for the Project until City has entered into the herein described wholesale water agreement with PCWA to acquire sufficient water supplies to serve the Project's water demands.

3.7.2 Financing of Water Supply. To provide the needed surface water supply to serve the Project, and subject to the direction of and at the time City so directs, Landowner is required to participate in the funding of certain PCWA off-site water facilities. Such facilities consist of the future PCWA Ophir Water Treatment Plant ("Ophir WTP"), associated PCWA transmission facilities necessary to wheel treated water to the Tinker Road Facility, and improvements to the PCWA Tinker Road Facility. Landowner is obligated to fund the construction of the off-site water facilities at the Tinker Road Facility such that capacity is increased by 2.7 MGD. Such off-site water facilities include but may not be limited to the following: (i) approximately 800 feet of 24 inch diameter pipe; (ii) a new 2.7 MGD firm capacity booster pump station; and (iii) either a new pipeline connection into the existing fluoride feeder station, or a new fluoride feeder station inside a new pump building. To the extent that the improvements to the Tinker Road Facility constructed by Landowner provide capacity or enhance water supply reliability benefitting third parties, Landowner shall be entitled to reimbursement from such third parties to the extent that they benefit from Landowner's constructed improvements to the Tinker Road Facility. In addition to the improvements required at the PCWA Tinker Road Facility as set forth herein, Landowner agrees that no building permits shall be issued for the Project until such time as City and Landowner agree to a funding source for the PCWA water supply. The funding source for the PCWA water supply may consist of one, or any combination, of the following, without the need to amend this Agreement: (i) a water connection fee representing the required PCWA infrastructure; (ii) CFD proceeds that have been allocated for the Project's water supply; or (iii) any other funding source or strategy mutually agreed to in writing by City and Landowner. If CFD proceeds are used to fund the PCWA water supply, such CFD proceeds shall be provided at such time and amount as jointly agreed to by City and Landowner. In addition to the PCWA water facilities described herein, Landowner shall pay for the installation of any off-site water storage, treatment, and transmission facilities benefitting the Project through the payment of water connection fees levied and collected by City, in accordance with any applicable City ordinance as may be established by City.

3.7.3 Groundwater Well. Landowner shall dedicate to City Parcel AR-55 for one (1) groundwater well at the approximate location shown on Exhibit "L". Landowner shall construct frontage improvements for Parcel AR-55, including water, recycled water, wastewater, storm drainage, electric and communication fiber conduit. As shown in Exhibit "L", the well site shall be constructed adjacent to the 24" water line to be constructed in Road B, and be connected to that 24" water line with a 16" water line. Landowner shall install a test well in a location mutually agreed upon by Landowner and City to determine if the well location utilized meets desired capacity and water quality. If the desired capacity and water quality are confirmed in the test well, Landowner shall be responsible for drilling and completing the production well (but not above ground well improvements such as pumping and treatment facilities) as

further described below. City shall be responsible for the construction and costs of above ground production well (topside) improvements such as pumping and treatment facilities.

It is the intent of this section (and the Parties) that the groundwater well location identified within the Project shall be capable of achieving a yield of approximately 1,800 gallons per minute, be designed for Aquifer Storage and Recovery, 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, Landowner shall, at its own cost, work with the City to relocate the well site within the Project to an alternative site mutually agreed to by City and Landowner until these objectives are satisfied.

Landowner shall contact the City Environmental Utilities Department prior to design and construction of the production well. The production well shall be in operation at the time of occupancy of the 250th residential unit in the Project. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. In addition, notwithstanding the foregoing, the well shall be drilled prior to the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for the well if at the time of construction of the well homes are occupied between 500 feet and 1,000 feet of the well.

If City determines that the production well is required prior to the occupancy of the 250th residential unit in the Project, City has the right to construct the test well and the production well. Landowner shall reimburse City for the actual cost of the below ground improvements for the test well and production well, as set forth above, including annual CCI adjustments of such costs, upon occupancy of the 250th residential unit in the Project. If City constructs the test well and production well prior to the occupancy of the 250th residential unit in the Project, Landowner agrees to construct an all weather access roadway within either the Road A or Road B RoW and all associated infrastructure necessary to serve Parcel AR-55 as specified in this Section 3.7.3 within one (1) year of notification from City if Road B has not otherwise already been constructed by Landowner.

Landowner shall, prior to the issuance of the first building permit in the Project phase where an existing well is located, destroy the well or wells in that particular Project phase from among the two existing agriculture irrigation wells and one domestic well in the Project Area. Landowner shall obtain from City a Well Permit and follow the California Well Standards for the destruction of the wells on the Property. All construction plans shall be designed pursuant to City's then current Standards and mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval.

Landowner shall pay the then current plan check, mapping and inspection costs as incurred by City for review, mapping, and inspection of the destruction of the wells.

3.7.4 Water Conservation Measures. Landowner and its successors shall implement a Water Conservation Plan included as Exhibit "M" to this Agreement. The Water Conservation Plan shall include compliance with the City's then current Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Project and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, recirculating 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.

3.7.5 Periodic Confirmation of Water Conservation Goal. The City has determined, and the Landowner agrees, that the available water supply, as documented in the Water Supply Assessment for the Project, is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Water Conservation Plan which includes a reduction in water use by approximately 15% over current (i.e., Effective Date of this Agreement) use characteristics.

The sources for water evaluated for the Project includes the addition of a new treated water supply from PCWA which adds to the water 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 Landowner are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water from the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the Project.

Upon construction of the dwelling units in the Project that cumulatively utilize 50% of the projected potable water usage at buildout of the Project, and then every three years thereafter during the term of this Agreement, at the same time as the annual review provided for in Section 5.2 of this Agreement, the Parties shall review the underlying assumptions regarding water demands, the achievement of project water

conservation goals and sources of water for the Project, all as set forth in the EIR. Water conserved by Landowner pursuant to measures implemented under Section 3.7.4 of this Agreement shall be factored into the review provided hereunder to the benefit of Landowner. If the City determines that the actual demand and sources differ materially from the assumptions in the EIR and that the difference(s) will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands, provided, however, that should City adopt City-Wide a requirement for a reduction in water use by more than the approximately 15% over current potable water usage as set forth herein, and the then built portion of the Project has met its approximately 15% objective set forth in this Section 3.7.5, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the approximately 15% objective set forth in this Section 3.7.5. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the Project shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein.

3.8 Water System Improvements.

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

3.8.2 Water Facilities. Landowner shall construct on-site water system facilities as shown on Exhibit "N". In the event that the CSP has not constructed water lines necessary to serve the Project, and it can be demonstrated through the City hydraulic model that the water lines within the CSP are needed to supply water to the Project consistent with City standards, Landowner shall construct the necessary water lines and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein. All such facilities to be constructed by Landowner, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check, mapping and inspection costs as incurred by City for review, mapping and inspection of such improvements. Other than those facilities set forth in Section 3.7.2 above, Landowner will not be responsible for the construction of potable water reservoirs, water storage tanks, topside well improvements, water treatment facilities and pump stations except through the payment of City water connection fees and special benefit fees as may be applicable or

otherwise described herein.

3.8.3 Water Facilities for Reimbursement. There are water facilities to be constructed in the CSP for which Landowner has a construction obligation only if City determines the facilities are required to serve the Project, and if Landowner is not obligated to construct, or CSP landowners or other third parties have constructed the facilities, Landowner is obligated to pay its pro-rata share of the costs of such water facilities, as provided in this Section 3.8.3. There are other water facilities which either Landowner or other third party landowners may construct, the costs of which construction are subject to reimbursement to the constructing party, as set forth in Section 3.26 below (where reimbursement is by Landowner to constructing third parties), or in Section 4.2 below (where reimbursement is from third parties to Landowner). Finally, there are water facilities to be constructed by Landowner which the City may in the future determine are eligible for reimbursement from third parties currently outside the City (but excluding the Urban Reserve, which will not be served by water facilities constructed as part of ARSP infrastructure). Reimbursement for water facilities under this Agreement shall be pro-rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3 and Section 3.26 and Section 4.2 of this Agreement are shown in Exhibits "O-1", "O-2", and "O-3" and listed in Exhibit "BB". Exhibit "O-2" sets forth reimbursements for infrastructure between Landowner and parties within the CSP assuming no other third parties benefit. Exhibit "O-3" sets forth reimbursement for certain water lines between Landowner, the CSP, and other third parties (namely, the Placer Ranch Specific Plan ("PRSP")), should such other third parties connect to or construct identified infrastructure.

With respect to the 24 inch waterline to be installed in Westbrook Boulevard from the southern boundary of the Property and the 24 inch waterlines to be installed in Roads B and D east of Westbrook Boulevard (the "Westbrook Boulevard 24" Water Line"), the Property, and the PRSP will all benefit from the Westbrook Boulevard 24" Water Line.

If the PRSP proceeds with a City development project prior to Landowner, and City determines that the PRSP must construct water facilities in the ARSP to serve the PRSP, then the City shall require in the PRSP development agreement the obligation to construct such water facilities needed to serve the PRSP that are located in the ARSP, with reimbursement due to the PRSP from Landowner for its pro-rata share of the costs of construction of ARSP water facilities that are constructed by the PRSP, as set forth in this Section 3.8.3.

The timing for the payment of any such reimbursement shall be upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving

development by such third parties or recordation of the first large lot subdivision map serving the development by such third party, as set forth in Section 3.26 or Section 4.2, depending on the reimbursing party or parties (i.e., Landowner or PRSP landowners).

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

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

3.8.6 Water Softeners. As part of its development of the Project, Landowner and its successors shall not provide water stub outs 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 Water Service Area Boundary Modification. Landowner shall reimburse City for all costs associated with modifying City's service area boundary to include the Project with the U.S. Bureau of Reclamation.

3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section, the Phasing Plan, and as shown in Exhibit "P", attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other

landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water line system as generally shown in Exhibit "P". In the event that the CSP has not constructed recycled water facilities necessary to serve the Project, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the CSP in accordance with Section 4.2.2 herein.

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

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

3.9.2 Recycled Water Facilities for Reimbursement. Subject to the provisions of Section 4.2 of this Agreement, Landowner shall be entitled to reimbursement from third parties outside the Project whose property is benefited by Landowner's construction of recycled water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property (excluding any operational adjustments by the City). Such reimbursement shall be pro rata, based on the respective capacity requirements of the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2 and Section 4.2 of this Agreement are shown in Exhibits "Q-1" and "Q-2" and listed in Exhibit "BB". For properties outside of the Specific Plan, Landowner shall submit documentation to the City to justify the requested reimbursement.

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

Landowner shall likewise be required to contribute its pro-rata share of the cost of expansion of the WRSP recycled water tank and pump station located north of the Pleasant Grove Wastewater Treatment Plant that is required to serve the WRSP, as set forth in Sections 3.27 and 3.28 of this Agreement, and as set forth in Exhibits "Q-

1" and "Q-2". Landowner's pro-rata share of the cost of expansion of the WRSP recycled water tank and pump station referenced herein, estimated at \$2.287 million, shall be paid through the CFD for the Project, with payment from the CFD not required until after the 1,000th building permit is issued in the Project.

If City institutes a recycled water connection fee, or such fee is embedded into City's water connection fee, prior to the issuance of any building permits in the Project, Landowner shall not be responsible for the payment of the estimated \$2.287 million pro-rata share of the cost of the expansion of the WRSP recycled water tank and pump station except through the payment of the City recycled water connection fee, or City's water connection fee if a recycled water connection fee is embedded into City's water connection fee, or any special benefit fees as may be applicable to the Project to fund the expansion of the WRSP recycled water tank and pump station.

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

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

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

3.10 Drainage Facilities. Landowner shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the Project Drainage Master Plan (including open space transition areas), 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). Appropriate aspects of the Low Impact Development design, hydromodification, and the Flood Control Plan as specified in the Drainage Master 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. With any phase that requires the final outfall into University Creek, such outfall shall be designed and constructed with that phase to accommodate ultimate flows from the Project. Prior to approval of any improvement plans for the construction of storm drain facilities within a drainage shed, a master drainage plan shall be prepared and approved by the City Engineer for the entire shed area or sub-area approved by the City Engineer and shall include a rough grading plan of that shed. The Master Drainage Plan for individual sheds shall include pipe sizes, grades, flows, depths of pipe, and cover over and on top of the pipe. Landowner shall provide drainage improvements as provided in this Section, the Phasing Plan and as shown in Exhibit "R", attached hereto and made a part hereof. Except for the improvements expressly described herein and as shown in Exhibit "R," Landowner shall have no obligation to install or pay for the installation of offsite drainage facilities, except through the payment of drainage fees levied and collected by the City at the time of development pursuant to City ordinances.

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

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

3.10.2 Storm Drains. Landowner shall construct storm drain mains and laterals in accordance with the Drainage Master 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 and the then current MS4 permit requirements. 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 constructed swales. Where constructed swales cross open space, the constructed swales shall be designed and installed in accordance with City's Open Space Preserve Overarching Management Plan to control and direct runoff to receiving waters as appropriate. Landowner shall be responsible for annual (or more frequent if needed) maintenance of said constructed swales until such time that the City develops the property, or City accepts the open space dedication.

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

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

3.10.5. Drainage Improvements and Work Upon City Owned Property. The drainage channels shall be generally designed as earthen structures with side slope stabilization and longitudinal slopes that will provide positive storm water flow and minimize standing water. Maintenance vehicle access across the channel in the adjacent open space will generally be located as shown in the Open Space Transition Plan. Access roads, access ramps, fencing and landscaping shall be constructed per City standards. Where access roads cross the channel, such access roads shall be constructed to allow small tractor loader (such as a Bobcat) to pass under the access road. The channel bottom shall support the wheel loading of maintenance equipment without compromising the integrity and/or flow line of the channel. The channels and storm water pumps for Road "G" shall be maintained by City with funds from the CFD for

Public Services. City may program the use of maintenance access roads for pedestrian use.

All drainage improvement work on City property shall be at the expense of Landowner, and there shall be no reimbursements or credits for any off-site channel improvements. Prior to entry upon City property, Landowner shall secure an encroachment permit from City. All outside agency fees, permits, and mitigation for work on City property shall be the responsibility of Landowner. Material excavated from the construction of improvements within City property shall remain on City property.

Where end of pipe storm water management treatment is designed within the open channels as part of the overall storm water management plan, the design of such features shall meet the design objectives and parameters of the generally accepted storm water management design.

3.10.6. Off-Site Monitoring. City acknowledges that the existing drainage channel on City's Al Johnson Wildlife Area property is currently subject to overtopping and erosion during storm events. Landowner acknowledges and takes responsibility for erosion impacts to such City-owned property that are attributable to an increase in flow onto the Al Johnson Wildlife Area property. With the design of the channel, Landowner shall produce a report and initial investigation to determine the stability of University Creek across City property. Landowner and City shall work cooperatively to develop a mutually agreed upon monitoring program to assess any future stability degradation of the channel that may result from Landowner's drainage plan and design. Remedial work that is required to maintain or restore the channel to a stable condition resulting from an increase in flows from the Project shall be the responsibility of Landowner. Landowner shall be responsible to secure any necessary permits and shall bear all costs associated with testing, monitoring, and stabilization with funds from the CFD for Public Services.

3.10.7. Annexation Into Regional Flood Control Program. City administers a Regional Flood Control Program within the Pleasant Grove/Curry Creek watershed and collects drainage fees for the future mitigation of volumetric impacts to downstream properties. Landowner acknowledges that as a result of approval of the Project, City shall need to update the Regional Flood Control Program and the Drainage Mitigation Fee in order to annex the Plan Area into the Regional Flood Control Program benefit area. Landowner and City shall use their best efforts to cause such update to be completed within twelve (12) months of the Effective Date of the Agreement. Until such update has been completed and approved by City, Landowner agrees to pay the then current Drainage Mitigation Fee. When a new Drainage Mitigation Fee is adopted, Landowner shall pay the new Drainage Mitigation Fee for all DUEs for which building permits have not yet been issued.

3.11 Electric. Landowner shall provide electric utility improvements as provided in this Section, the Phasing Plan and as shown in Appendix "B" of the Dry Utility Plan for the Project.

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

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

3.11.3 CSP Electric Substation. Pursuant to the development agreement in the CSP, CSP landowners are required to dedicate to City, grade and provide access to a parcel in the CSP (designated Parcel C-81 in the Specific Plan) for an electric substation to serve the CSP (the "Substation Site"). Under the development agreement between CSP landowners and City, such Substation Site must be provided to City prior to issuance of the 500th residential building permit, or combination of building permits, in the CSP. Should the Substation Site not have been dedicated to City, graded with access

provided at the time that Landowner wishes to proceed with development of the Project, Landowner shall have the right to cause such dedication, grading and provision of access to the Substation Site for City to construct the electric substation that will serve both the CSP and the Project. Landowner acknowledges that, in the absence of any available capacity utilizing temporary lines that could serve the Project on an interim basis, the CSP electric substation must be in operation and 12kV circuits extended to the Project for electric service to be provided to the Plan Area. In addition to the Substation Site, Landowner shall install an all-weather access road along the south side of Pleasant Grove Creek from the southeast corner of the CSP to the Westbrook Boulevard bridge crossing over Pleasant Grove Creek sufficient to allow the construction and maintenance of the 60kV overhead power line required to feed the CSP electric substation.

3.11.4 60kV Disclosure. Landowner shall include a notice in the project CC&R's and its sales documentation advising property owners adjacent to the existing 60 kV easement areas shown on Exhibit "U" and the future 60kV easement line on the east side of Westbrook Boulevard and the southern Project boundary along Road A 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 18 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12.5 or greater. The SEER

rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 18 points, and an EER rating of 12.5 or greater 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. 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 Roseville Electric Utility.
3. Every garage of each Low Density Residential and Medium Density Residential unit must be considered "electric vehicle ready", which includes, but is not limited to, a ¾" conduit raceway to a spare electric box in the garage that is sized for a future 40-amp, 220-volt outlet. A 40-amp, 220-volt breaker space shall be made available at the residential unit's electrical panel.

3.12 Parks, Open Space, and Bike Trails. Landowner shall dedicate to City a total of 22.1 acres of active park land and 134.8 acres of open space lands, and 10.7 acres of paseos, pay fees for construction of park improvements, trail improvements, construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "V", and install communication conduit to each park site per City standards.

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 22.14 acres of active neighborhood parkland, and 134.8 acres of open space. The following seven park parcels, and twenty-eight open space parcels shall be dedicated to City as described below and shown in Exhibit "V":

1. A 1.28-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel AR-60;
2. A 1.87-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-61;
3. A 10.11-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-62;
4. A 1.72 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-63;
5. A 2.12 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-64;
6. A 3.04 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-66;
7. A 2.00 acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel AR-67;
8. A 0.58 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-70;
9. A 0.32 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-71;
10. A 0.98 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-72;
11. A 0.98 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-73;
12. A 0.60 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-74;
13. A 0.76 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-75;

14. A 0.36 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-76;
15. A 0.85 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-77;
16. A 0.46 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-78;
17. A 0.39 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-79;
18. A 1.10 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-80;
19. A 1.15 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-81;
20. A 3.81 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-90;
21. A 4.15 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-91;
22. A 28.67 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-92;
23. A 5.99 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-93;
24. A 2.30 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-94;
25. A 2.73 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-95;
26. A 7.72 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-96;
27. A 40.08 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-97;

28. A 7.88 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-98;
29. A 0.49 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-99;
30. A 1.22 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-100;
31. A 0.95 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-101;
32. A 0.65 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-102;
33. A 0.65 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-103;
34. A 0.88 acre, more or less, portion of the Property for the purposes of open space (paseo), shown as Parcel AR-104; and
35. A 28.82 acre, more or less, portion of the Property for the purposes of open space, shown as Parcel AR-105.

Landowner shall dedicate any park lands and Open Space Parcels as an IOD on the Large Lot Final Map. The Large Lot Final Map (which can be recorded in phases under Section 3.3.1 above) shall create separate parcels for those park and Open Space lands in the portion of the Property covered by the particular Large Lot Final Map. City shall accept such dedication of any park land Parcels in a particular phase of the Project at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, parcel grading, etc.) adjacent to the parcels being dedicated, i.e., frontage along the parcel, are substantially complete, and the Public Services CFD formed under Section 3.19.1 below is generating a minimum of \$1,000 for each acre of park land being accepted by City.

Dedication of Open Space and Preserve parcels shall be in accordance with Section 3.12.9.1 and the City's Open Space Preserve Overarching Management Plan and any 404 Permit conditions.

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.), Landowner shall, prior to acceptance by City,

restore the site to a rough graded condition in accordance with an approved grading and drainage plan such that the restored condition is like what existed prior to such temporary construction or staging activity.

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

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

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

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

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 \$2,900 per Low Density Residential unit, \$2,478 per Medium Density Residential unit, and \$2,055 per High Density Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI (Construction Cost Index). All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.

The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Property for construction of Neighborhood Parks within the Property. City may conduct an annual re-assessment of Park fees for the Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Property subject to this Agreement

exceeds 10%, provided, however, that in the case of any shift of LDR units to MDR parcels in the Property, the annual fee adjustment threshold shall be where the shift of such LDR units to MDR parcels exceeds 5% of the LDR units in the Plan Area. In the event of a rezoning of any parcel(s) in the Property that creates a park funding shortfall, City shall require supplemental neighborhood and City-Wide park fees to fund such shortfall from the rezoned parcel(s).

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

3.12.3.1 Neighborhood Park Frontage Improvements. When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. 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.

3.12.4 City-Wide Park Fee. Upon issuance of each residential building permit within the Project, Landowner shall pay a City-Wide park fee (the "City-Wide Park Fee") to fund the construction of City-Wide park facilities in the City. The City-Wide Park Fee, as described in Section 3.12.5 below, shall be \$1,670 per Low Density Residential unit, \$1,426 per Medium Density Residential unit, and \$1,183 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park Fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI.

3.12.5 City-Wide Park In-Lieu Fee. In accordance with the park financing plan for the Property, Landowner shall pay a city-wide park in-lieu fee for the land dedication component of the Project's City-Wide Park obligation (the "City-Wide Park In-Lieu Fee"), upon the issuance of each residential building permit within the Project, to fund improvements to the City-wide park in the WRSP or other city-wide parks within the City. Such City-Wide Park In-Lieu Fee shall be \$1,215 per Low Density Residential unit, \$1,038 per Medium Density Residential unit, and \$861 per High Density Residential unit (but excluding carriage units, which shall not pay City-Wide Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage

change in the CCI.

3.12.6 Paseo Facilities. Paseo facilities within the Project are located on modified primary residential streets with streetside paseos in the ARSP, consistent with the Specific Plan and Design Guidelines, and include a 10-foot wide Class 1A bikeway within a 35 foot landscaped/paseo corridor. The development of the paseos and streetscapes in the Project shall be in compliance with the then current WELO requirements. At the time of adjacent development, Landowner shall construct the entire landscape/paseo corridor and 10-foot wide Class 1A bikeway. Depending on the phased development requirements, once the elementary school in the Project is built and open, safe routes to the school shall be identified and implemented by Landowner at the small lot subdivision map stage. The costs of paseos shall be paid by Landowner.

3.12.7 Bike Trail Construction. The ARSP's Class 1 bike trails are only located either adjacent to drainage ways, an open space-fronting roadway, or along a P/QP parcel in the Specific Plan. Landowner shall design, secure necessary permits, and construct certain Class 1 bike trail improvements within the Property as shown on Exhibit "X" (the "Bikeway Master Plan") and as further described below. As more fully set forth in Exhibit "BB" hereto, the ARSP's Class I bike trails shall be constructed in the following segments, unless otherwise jointly agreed to by City and Landowner:

- (i) Segment 1 is located along the southern development portion of the ARSP from AR-63 to the connection point with the Al Johnson Wildlife Area, and shall be constructed by Landowner as part of the drainage structure maintenance road;
- (ii) Segment 2 is a Class 1 bike trail located along the east side of Westbrook Boulevard south of Road A and shall be constructed by Landowner when that portion of Westbrook Boulevard is constructed;
- (iii) Segment 3 is a Class 1 bike trail located along Road A east of Westbrook Boulevard, and shall be constructed by Landowner when that portion of Road A is constructed;
- (iv) Segment 4 is a Class 1 bike trail located along Road A adjacent to the P/QP parcel (AR-55) and shall be constructed when the City constructs the improvements on Parcel AR-55; and
- (v) Segment 5 is located along the western property line within or adjacent to Parcel AR-98 with an off-site connection extending southward to a connection with the drainage structure maintenance road in AR-93 as shown in the Specific Plan Design Guidelines. Segment 5 shall be constructed by Landowner as part of the drainage structure maintenance road and could be used as a Class 1 bike trail.

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 Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to City's acceptance of the open space, which shall include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Preparation of easement documents shall be the responsibility of Landowner. 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.

3.12.8 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.

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

1. A 28.67-acre, more or less, portion of the Property for the purposes of drainage, flood control, fuel modification (not fire breaks), and preservation of wetland habitat and open space, shown as Parcel AR-92;
2. A 40.08 acre, more or less, portion of the Property for the purposes of drainage, flood control, fuel modification (not fire breaks), and preservation of wetland habitat and open space, shown as Parcel AR-97; and
3. A 28.82 acre, more or less, portion of the Property for the purposes of drainage, flood control, fuel modification (not fuel breaks), and preservation of wetland habitat and open space, shown as Parcel AR-105.

3.12.9.1 Conveyance of Open Space Preserve Area. Upon the satisfaction by Landowner of all conditions of the 404 Permit, and completion of any corresponding monitoring and reporting that may be required by the 404 Permit during the Establishment Monitoring phase and subject to the formation of the Perpetual Monitoring Phase Public Services CFD as described in Sections 2.7.3, 2.7.4 and 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, outfalls, bike trail grading, flood control facilities, open space perimeter fencing as may be required by the 404 Permit, maintenance access ramps, and water quality features, Landowner shall convey to the City, in accordance with the City's Open Space Preserve Overarching Management Plan, and City shall

accept, in fee, the property comprising the Open Space Preserve Area shown in Exhibit "Y". Landowner shall use its commercially reasonable best efforts, including, but not limited to, retention of consultants that specialize in Army Corps consultations, to obtain written verification from the Army Corps that success criteria for the on-site Preserve Area Establishment Monitoring Phase have been met. In lieu of obtaining written approval from the Army Corps, the Establishment Monitoring Phase can be deemed complete upon receipt of a letter from Landowner to the Army Corps with a copy provided to City on the same date notifying the Army Corps that the Establishment Monitoring Phase of the particular Preserve is complete. Any such letter shall indicate that the Army Corps' concurrence with the Landowner's determination will be assumed unless the Army Corps responds to the contrary within thirty (30) days. If the Army Corps does not respond within thirty (30) days, the Establishment Monitoring Phase will be considered complete. Upon completion of the Preserve improvements set forth above, Preserve ownership and perpetual management responsibilities can then be transferred to the City in accordance with the process identified in the City of Roseville Open Space Preserve Overarching Management Plan.

3.12.9.2 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/irrigation.

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

3.14 Miscellaneous Public Facilities and Services.

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

3.14.2 Placer County Capital Facilities Fee. In consideration of the annexation of the Property to City, Landowner shall pay the Placer County Capital Facilities Fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by

the City, then Landowner shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

3.14.2.1 City Public Facilities Fee. Upon the issuance of each residential building permit within the Project, Landowner shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52) .

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, upon the issuance of each residential building permit within the Project, 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.

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

3.14.5 Signage for Future Public Facilities. Landowner shall provide and install signage at the following public facility sites to alert residents of future facilities: fire station site (AR-54), well site (AR-55), two sewer lift station sites (AR-56 and AR-57), park sites (AR-60, AR-61, AR-62, AR-63, AR-64, AR-66, AR-67), solid waste recycling site (AR-55), bike trails where they will abut residential property, the NAPOTS Area (where it abuts residential land uses), and the school site (AR-50), per City specifications and applicable sign permits.

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

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

removed. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department annual records of waste diversion and disposal in order to verify compliance with this requirement.

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

3.14.9 Orthophotography of Plan Area and GIS Support. Landowner agrees to pay its fair share of the cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$351.54. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the Property.

3.14.10. Solid Waste Recycling Site (AR-55). Landowner shall be responsible to grade Parcel AR-55, and provide Parcel AR-55 to City without environmental or other constraints as provided in this Agreement. At Landowner's expense, all site grading shall be completed prior to the dedication of the solid waste recycling site to City consistent with City's Grading Ordinance. Where retaining walls are required, the retaining wall shall be a split-faced keystone style wall or comparable quality and design, to be installed by Landowner. This work shall be completed with the construction of the roadway fronting Parcel AR-55.

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

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

3.17 Community Facilities District - Public Facilities (Project Infrastructure)

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

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

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

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

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

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

Bonds proceeds from bond sales commencing in the year 31 timeframe shall, subject to SPRTA agreeing to the deferral of the SPRTA Tier II Traffic Fee, include an amount no greater than fifty percent (50%) of the SPRTA Tier II Traffic Fee, currently set at \$6,332.96 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, that would normally be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units.

Notwithstanding any provision in this Agreement to the contrary, any amount exceeding fifty percent of \$6,332.96, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the Project. Notwithstanding any other provision in this Agreement to the contrary, the SPRTA Tier II Traffic Fee required by City for non-residential development shall be collected upon issuance of building permit commencing with the first applicable building permit.

- (j) If a Project CFD(s) is formed, then, where adjustments (increases or reductions) in the number of allocated residential units or non-residential acreage involve transfer of residential units or non-residential acreage from one Large Lot parcel to another Large Lot parcel in the Plan Area, City may, in its sole discretion, allow for the transfer of the assigned special tax from one Large Lot parcel to another, but only if (i) all such proposed special tax adjustments are agreed to in writing by the affected Large Lot parcel owners and City's Finance Director, and (ii) there is no reduction in the CFD maximum special tax revenue as a result of the transfer between Large Lot parcels. Should such a transfer of special taxes from Large Lot parcel to another Large Lot parcel result in an amendment to attachments 1 or 2 of the notice of special tax lien for the CFD(s), the Large Lot parcel owner requesting the transfer of special taxes shall bear the cost to affect the transfer in the CFD documents, and that property owner shall prepare the

required amendments to the notice of special tax lien, including amendments to attachments 1 and 2 thereto.

Should the Project CFD(s) including the Property not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property, or any property owner in the Project desires to pay all of the SPRTA Tier II Traffic Fee rather than defer payment to such future CFD bond proceeds, then all of the SPRTA Tier II Traffic Fee shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property, fifty percent of the SPRTA Tier II Traffic Fee for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless a Project property owner desires to pay such fee at the time of issuance of building permit(s).

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

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

3.17.2 Effect of CFD Financing on Credits and Reimbursements.

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

3.18 Completion of Improvements. City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that some of the CFD Eligible Improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or

other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's Subdivision Ordinance). Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such CFD Eligible Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director.

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

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

3.19.1 Formation.

3.19.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Property ("Public Services CFD"). Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fully 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 street frontage and median landscaping, open space and neighborhood parks. The assessment amounts shall be defined in the Parks Financing Plan for street and median landscaping and neighborhood parks in the Project. The open space management and maintenance costs shall be determined prior to formation of the Public Services CFD based on the final 404 Permit for the Project and other federal and state permits and approvals, the amount of Open Space Preserve, vehicle access into the Open Space parcels for maintenance, the quality and quantity of sensitive resources, the amount of residential interface along the open space edges, the final drainage channel design, and consistency with the City's Open Space Preserve Overarching Management 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 and sidewalks along collector streets and modified primary residential streets, medians and landscape corridors and all masonry walls along roadways within the Project, the masonry wall on the Project's eastern boundary and northern boundary, and the non-private property owner side of masonry walls and property between those walls and the NAPOTS Area;

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, including the Off-Site Preservation Areas if accepted by City, described in Section 2.7.1 above. These tasks shall include any special management and monitoring actions identified in the 404 Permit (for created habitat success criteria) and as determined by a PAR analysis described in Section 2.7.4 (including any tasks required by any required Establishment Monitoring phase O&M Plan and during Perpetual Monitoring per the City's 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 open channels and drainage swales constructed between storm drain outfalls and receiving waters, and conduct all monitoring, reporting and compliance measures as required by City's MS4 Permit;

3.19.2.9 Maintain flood control and drainage facilities including storm water channels, storm water pump stations, detention basins and created wetlands;

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

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

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

3.19.2.13 Maintain the bus shelters, bus stops, the park and ride lot, and bus signs; and

3.19.2.14 Maintain the NAPOTS Area referenced in Section 3.3.1 above until such time as the contract for the construction of the segment of Placer Parkway including the NAPOTS Area is executed.

3.19.3 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City 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 53311, *et seq.* The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2015/16 City fiscal year, and as subsequently adjusted annually) shall be \$289.68 for LDR units, \$289.68 for MDR units, \$179.60 for HDR units, \$871 per acre for business professional land uses; and \$960 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA

in the City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.

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

3.20.3 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City, Roseville City School District 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, the State Water Quality Control Board SWP3 requirements, and the State General Construction Permit. It is the Landowners responsibility to meet all criteria of any outside agency for grading adjacent to or within the Open Spaces.

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

With regard to any and all P/QP parcel dedications to City and at Landowner's

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

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

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

3.23 Fire Station Site. City and Landowner acknowledge that City is responsible for funding, construction, and operation of fire facilities necessary to serve the ARSP. Landowner shall dedicate to City a 3.02 acre site (AR-54) for use as a fire station (the "Fire Station Site") at the location shown in the ARSP and as shown in Exhibit "E" 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 3.0 acres. Except as stated below, the timing of such dedication shall be subsequent to acceptance by City of all necessary infrastructure and utility improvements to serve the Fire Station Site and completion of the grading requirements stated below or at such later time as determined by City.

By the time of issuance of the 1200th building permit in the Project, City may request that Landowner construct all infrastructure and utility improvements, including communication conduit per City SIC standards, to the Fire Station Site to accommodate construction of the fire station and that Landowner dedicate the Fire Station Site to City. At Landowner's expense, site grading shall be completed prior to dedication of the Fire Station Site and consistent with City's Grading Ordinance, and where retaining walls are required, the retaining walls shall be split faced key stone style or comparable quality/ design, to be installed by Landowner. Upon dedication of the Fire Station Site to City as provided in this Section 3.23., there shall be no further restrictions on or

requirements of City approvals or permits anywhere in the Plan Area related to the provision of fire facilities in the Plan Area.

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 Westbrook Boulevard as a truck route.
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, with groundwater serving as the backup supply.
4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.
5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "R"), which may include such measures as Smart Timers.
6. 60kV overhead power line easement on Parcels AR-96 and AR-55.
7. Aircraft over flights and associated noise.
8. Requirement for fifty percent (50%) reduction in construction waste stream.
9. Location of schools and parks within one mile.
10. Parcels adjacent to Open Space and storm water channels may have a public bike trail and appurtenances adjacent to said parcels.
11. Location of the well site.
12. Location of wastewater treatment plant and sewer lift stations, and proximity to the Western Regional Sanitary Landfill and Materials Recovery Facility, whose operations create the potential for occasional odors associated with operations of these facilities.

13. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks.
14. Masonry walls adjacent to landscape corridors on arterial roadways abutting Low and Medium Density Residential land-uses and other public facilities are owned by the City, which is responsible for their maintenance, repair and replacement. The private property side of masonry walls adjacent to Low and Medium Density Residential lands abutting the NAPOTS Area shall be located within private property and is to be maintained by private property owners. The outside of such walls adjacent to the NAPOTS Area and any property between the masonry walls and the NAPOTS Area may be maintained by the CFD for Public Services.
15. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures and that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property.
16. Demand cycle control units operated by Roseville Electric on residential air conditioner units.
17. To the west of the northwestern portion of the Property is a parcel of land commonly known as the Gleason Ranch, APN 017-020-029-000, which is in commercial agricultural production. Should CC&Rs not be recorded against the Property as provided for herein, a separate notice of the presence of the Gleason Ranch and its commercial agricultural production next to the northwestern portion of the Property 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 in the vicinity of the Gleason Ranch commercial agricultural production, which includes, or may include from time to time, operation of farm machinery, irrigation, noises, odor and dust generation, electrical and barbwire fencing, and aerial and ground application of pesticides, herbicides and fertilizers, as well as occasional hunting activities, all of which may

occur at various times of the day or night. The notice will also notify future residents of the Property of the possibility of commercial and/or residential development on the Gleason Ranch property in the future.

18. Parcels adjacent to the NAPOTS Area shall be notified of the future Placer Parkway project and the potential for air quality and noise impacts.
19. Parcels adjacent to the Project's eastern boundary shall be notified of the potential for a future Placer Ranch Specific Plan.

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

3.25 General Signage.

A) Utility Sites (see Section 3.14.5): Landowner shall install signage at all future utility sites (including, but not limited to, the well, sewer lift stations, pumping stations, aquifer storage and recovery facilities, and public facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director, City Engineer, 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 Masonry Walls. Landowner agrees to construct masonry walls, a minimum of 6-feet high, between the future Placer Parkway right-of-way (the NAPOTS Area) where Low Density Residential and Medium Density Residential land uses abut the future Placer Parkway right-of-way, prior to the occupancy of such residential land uses. The masonry walls shall be located on private property and, for the private lot owner side of the masonry wall, shall be maintained by the private property owners. CC&Rs for those subdivisions shall inform the private property owners of their maintenance responsibilities and shall require such walls to remain in place and maintained at all times.

3.27 Reimbursement to West Roseville Specific Plan.

A. In the event the ARSP constructs improvements in the CSP Area, 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 the CSP. 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, and recycled water. The reimbursements due the WRSP from the Project are also set forth in Exhibit "BB" to this Agreement. As set forth in this Section 3.27, Landowner shall pay its pro-rata share based on the number of DUEs allocated at the date of Project approval, as set forth in Exhibit "AA", to Landowner's Property in a large lot parcel. Landowner's pro-rata share for a large lot parcel shall be based on the following

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

Such payment for the DUEs in a large lot parcel in which a final small lot residential subdivision map or building permit (for high density residential or non-residential uses), is approved, as the case may be, shall be due and payable on the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel in Landowner's Property, or recordation of the first final small lot residential subdivision map, in the case of low density and medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel, subject to the following considerations:

- Landowner's pro-rata reimbursement to WRSP (as defined in this Section 3.27) 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 3.27 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 3.27.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 "BB" 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. So as to not delay implementation of the Project, no final small lot residential subdivision map, any building permit for high density residential or non-residential uses, nor any certificates or occupancy regardless of use type, shall be withheld or delayed by City in the Project due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP to City.

C. At the time that Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential or non-residential uses, on any portion of a large lot parcel on Landowner's Property, WRSP developers may not yet have submitted invoices for the costs of WRSP improvements completed and accepted by City (hereinafter, "completed WRSP Improvements") for which reimbursement from the Project is sought by the WRSP, or provided documentation supporting payment for such by the WRSP CFD, as set forth in Section 3.27.A, and, as set forth in Section 3.27.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 3.27.A and yet to be invoiced or documented as set forth in this Section 3.27.C.) and the yet to be constructed WRSP improvements for the DUEs allocated to such large lot parcel, as defined in Section 3.27.A (and as set forth in Exhibit "AA"), based on the actual costs or cost estimates of such infrastructure, as the case may be, set forth in Exhibits "II" and "OO" to the WRSP

development agreements and Exhibit "BB" to this Agreement, and as described in this Section 3.27.C. City shall pay to the WRSP developers 100% of such reimbursements from the amounts paid by Landowner, until such time as the actual costs of completed WRSP improvements, as provided for in Section 3.27.A, have been paid in full, with reimbursed funds paid by Landowner, over and above the cost of completed WRSP Improvements, placed into an escrow account, as set forth (or as may be modified, as the case may be) in Section 3.27.D.

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, some WRSP improvements for which reimbursement is provided for in Exhibits "II" and "OO" to the WRSP development agreements and Exhibit "BB" to this Agreement may not have been completed and accepted by City. In such case, Landowner shall have the option of making payment to City for such yet-to-be built WRSP improvements as set forth in Section 3.27.C., or posting security acceptable to City, which could include a security bond. Such reimbursement funds shall be paid either to (1) the WRSP developer constructing such improvements, based on actual costs, as set forth in Section 3.27A, or (2) to Landowner or any other landowner(s) should such landowner(s) construct such improvements.

E. 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.

3.28 Reimbursement to Creekview Specific Plan.

A. Landowner acknowledges that the Creekview Specific Plan developer(s) have an obligation to construct improvements as set forth in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement, which 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 the CSP from benefiting third parties. Such oversized improvements as specified in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement are for sewer, water and recycled water. The reimbursements due the CSP from the Project are set forth in Exhibit "BB" to this Agreement, and Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", and "Q-2" to this Agreement.

The Project's share of costs based on "flow in the pipe" shall be reimbursable to the constructing CSP developer(s) pursuant to this Section 3.28. That share of costs shall be fixed as a percentage based on the number of DUEs ("EDUs" in Exhibit "AA")

allocated to Landowner's large lot parcel at the time of ARSP approval and set forth in Exhibit "AA" to this Agreement. The percentage shall be calculated using the allocated DUEs for each large lot parcel as provided in Exhibit "AA" as the numerator, and the total number of DUEs in the ARSP, including the Urban Reserve parcel, as the denominator.

Any reimbursement payment required to this Section 3.28 shall be due and payable to the constructing CSP developer(s), unless otherwise stated herein, upon the earlier of the formation of a CFD and issuance of bonds for such CFD serving that large lot parcel, or recordation of the first final small lot residential subdivision map, in the case of low density or medium density residential projects, or issuance of the first building permit for high density residential or non-residential projects, in such large lot parcel. Once Landowner has made its reimbursement payment(s) in full pursuant to this Section 3.28 for a large lot parcel in the Project, Landowner shall have no further reimbursement obligation to the constructing CSP developer(s) for that large lot parcel.

Reimbursements shall be paid directly to the constructing CSP developer(s) and not the City, unless (1) the reimbursement is owned to a CFD, in which case the reimbursements would pass through the City to the applicable CFD, or (2) the improvements have not yet been constructed, or constructed but not yet accepted by the City. If the improvements are not yet constructed, and Landowner must construct the improvements to serve the Project, then no reimbursement is owed by Landowner to the CSP, but rather the CSP developer(s) owe reimbursement to Landowner according to the same terms applicable to Landowner in this Section 3.28. For such reimbursable improvements that are constructed by the CSP, reimbursements shall be paid as set forth in this Section 3.28, subject to confirmation and approval by City of costs for work completed by the CSP, based only on invoices for construction of CSP improvements submitted by the CSP to the City. Prior to City approval of such requests for reimbursements from the CSP, Landowner shall have the right to review such requests for reimbursements, including all required documentation. Actual costs of construction include those items set forth in Section 4.2.3.

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

C. 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 for non-residential uses, on any portion of the Property, CSP developer(s) may not yet have submitted invoices for the costs of CSP improvements

completed and accepted by the City (hereinafter, "Completed CSP Improvements") for which reimbursement from the Project is sought by the CSP, or provided documentation supporting payment for such reimbursement, as set forth in Section 3.28.A. In addition, certain CSP improvements for which reimbursement is sought may not have been constructed 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 for non-residential uses on the Property. In the instances described in this Section 3.28.C., 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 use or non-residential use, pay to City Landowner's pro-rata share of costs of such Completed CSP Improvements (both invoiced or documented as set forth in Section 3.28.A., or yet to be invoiced or documented as set forth in this Section 3.28.C.) and the yet to be constructed CSP improvements for the DUEs allocated to the particular large lot parcel in the Project, as defined in Section 3.28.A. (and as set forth in Exhibit "BB"), based on the actual costs or costs estimates of such infrastructure, as the case may be, set forth in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement and Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", "Q-2", and "BB" to this Agreement, and as described in this Section 3.28.C. City shall pay to the CSP developer(s) 100% of such reimbursements from the amounts paid by Landowner, until such time as the actual costs of Completed CSP Improvements, as provided for in Section 3.28.A., have been paid in full, with reimbursed funds paid by Landowner or other parties, over and above the cost of Completed CSP Improvements, placed in an escrow account controlled by City, as set forth or as may be modified, as the case may be, in Section 3.28.D.

D. At the time Landowner seeks recordation of a final small lot residential subdivision map, or issuance of a building permit for high density residential uses or non-residential uses, on any portion of a large lot parcel on the Property, some CSP improvements for which reimbursement is provided for in Exhibits "Q", "V", "Y" and "KK" to the CSP development agreement and Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", "Q-2", and "BB" to this Agreement may not have been completed and accepted by City. In such case, Landowner shall have the option of making to City for such yet-to-be-built CSP improvements as set forth in Section 3.28.C., or posting security acceptable to City, which could include a security bond.

E. 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 CSP. All reimbursements for improvements to the CSP shall be subject to annual adjustment for CCI from the date that the CSP developer(s) incurred the reimbursable cost to the date of reimbursement.

3.29 Reimbursements to Third Parties. In the event that third parties construct sewer, water and/or recycled facilities in Westbrook Boulevard through the

Property, and/or the ARSP fire station site, that are either required of or by Landowner or for which Landowner has responsibility for a pro-rata share, Landowner shall provide reimbursement to third parties for Landowner's share of the costs of such improvements as set forth in this Section 3.29. To effectuate reimbursement to such constructing third parties, Landowner shall pay to City a per DUE fee, to be paid large lot by large lot based on the ratio set forth below and the percentages set forth in Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1" and "Q-2", comprised of the following components, all as set forth in Exhibit "BB" to this Agreement: (i) Landowner's share of wet utilities in Westbrook Boulevard; (ii) Landowner's share of the ARSP fire station site. References herein to payments on a "large lot by large lot basis" shall mean payments based on the number of DUEs planned for such large lot, as more fully described in the ratio set forth below, which payments shall be due upon the recordation of the first final small-lot map for LDR/MDR residential units or issuance of the first building permit for HDR projects or non-residential projects within such large lot.

Payments by Landowner based on estimates set forth in Exhibit "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", and "Q-2" to this Agreement for the wet utilities in Westbrook Boulevard shall be annually adjusted by the CCI from the Effective Date of this Agreement to the date of payment. Payments by Landowner based on estimates set forth in Exhibit "CC" to this Agreement for the ARSP fire station site (excluding land value), shall be adjusted annually by the CCI from the Effective Date of the ARSP development agreements, to the date of payments.

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

(i) In the case of the on-site sewer, water and recycled water facilities in Westbrook Boulevard in the ARSP, if third parties are required by City to construct such facilities, City shall pay to such third parties, as such construction costs are incurred by such third parties and approved by City, the fees described herein that have been paid, large lot by large lot, by Landowner, which Landowner shall continue to pay, large lot by large lot, until such time as City determines that such wet utilities would have otherwise have been required to support development of the Property, at which time Landowner shall pay, in one single payment, the unpaid balance of Landowner's share of the actual costs of construction of such facilities, adjusted annually as set forth in Section 4.2.5 of this Agreement, after the fees previously paid by Landowner to City as described in this Section 3.29 have been paid to the constructing third parties. All reimbursements to and from third parties for wet utilities shall be based on the percentages as set forth in Exhibit "AA".

(ii) For Landowner's pro-rata share of the ARSP fire station site Landowner, via the fee described in this Section 3.29, shall pay to City, to be paid to the constructing third parties at the time of construction as construction costs are incurred by such other constructing third parties and approved by City, its pro-rata share, as set forth in Exhibit "CC", of the estimated costs for grading, any required access road, any frontage improvements as defined in Exhibit "CC", and any other improvements specified in Exhibit "CC", adjusted annually by the CCI (but excluding the land value of the fire station site, whose costs shall not be adjusted annually by the CCI) from the Effective Date of the ARSP development agreements, to the date of payment, according to the pro-rata shares therefore set forth in Exhibit "CC". After the ARSP fire station site has been constructed by such other third parties (or, in the case of the CSP electric substation site, by Landowner, as set forth in Section 4.2.2.1 below), Landowner's payment, large lot by large lot, of its pro-rata share of the fire station site to such other constructing third parties shall be based on actual costs of construction, adjusted annually as provided for in Section 4.2.5.

Payment by Landowner for reimbursements due for the facilities set forth in Exhibit "BB" shall satisfy in full Landowner's obligation for payment of its pro-rata share of the costs of improvements due from Landowner to CSP developer(s). For all reimbursement payments by Landowner to third parties or to City to be paid to third parties provided for in this Section 3.28, once such payment by Landowner has been made for residential units or DUEs, as the case may be, for a large lot based on estimated costs of improvements, Landowner shall have no further obligation for those residential units or DUEs, as the case may be, should actual costs of construction for the improvements exceed the estimated costs. Likewise, if actual costs of construction are less than the estimated costs of improvements for which reimbursement has been made by Landowner for residential units or DUEs, as the case may be, for a large lot, there shall be no repayment of the overpayment from the reimbursed party or parties to Landowner for those residential units or DUEs for which reimbursement payments were previously made based on estimated costs.

In all cases of payment by Landowner for its pro-rata share of costs for improvements as provided in this Section 3.29, Landowner shall pay its pro-rata share of costs based on estimates set forth in Exhibits "K-1", "K-2", "O-1", "O-2", "O-3", "Q-1", and "Q-2" and "CC" to this Agreement until such time as actual costs of construction have been reviewed and confirmed by City.

ARTICLE 4. CITY OBLIGATIONS

4.1 City Cooperation. City agrees to cooperate with Landowner in securing all permits that may be required by City and, to the extent applicable, state and federal agencies. In the event State or Federal laws or regulations enacted after this Agreement

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

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

City and Landowner agree that, in consideration of Landowner financing of such improvements that may be part of a City project for which the City is collecting development impact fees, Landowner, upon entering into an improvement agreement with City and posting security for improvements, shall be entitled to credits and/or reimbursements (reimbursements are applicable when improvements are completed, or as otherwise provided in Sections 3.5.2 and 3.5.7), 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 ARSP that have been financed by the Landowner, for infrastructure improvements benefiting those third parties, as set forth in Sections 4.2.2 - 4.2.7.

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

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

construction of such infrastructure, as defined in Section 4.2.3 below.

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

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

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

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

4.2.4 [Reserved].

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

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

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

4.3 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 Municipal 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 Municipal Services CFD or annex the Property into the Public Services CFD and/or Municipal 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:

Development Services Director
City of Roseville
311 Vernon Street
Roseville, California 95678

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

Brookfield Sunset, LLC
2271 Lava Ridge Court, Suite 220
Roseville, CA 95661
Attention: John Norman

Jennifer M. Amoruso, Successor Trustee of the
Amoruso Family Living Trust Dated March 14, 2005
P.O. Box 640
Plymouth, CA 95669

With a copy to:

Marcus J. Lo Duca, Esq.
Law Office Of Marcus J. Lo Duca, P.C.
3200 Douglas Boulevard, Suite 300
Roseville, CA 95661

Steve Crosbie
Crosbie Real Estate
2545 E. Bidwell Street
Folsom, CA 95630-6440

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

ARTICLE 11. ASSIGNMENT

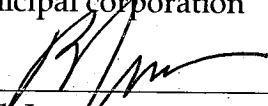
From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption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

ARTICLE 12. FORM OF AGREEMENT, EXHIBITS

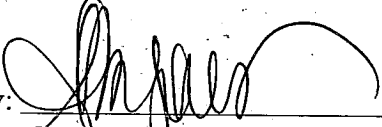
This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, inclusive of its Recitals and Exhibits, constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 5708, adopted by the Council of the City of Roseville on the 6th day of July, 2016.

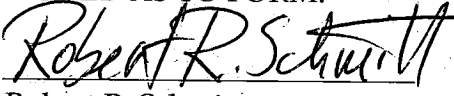
CITY OF ROSEVILLE,
A municipal corporation

By: 
Rob Jensen
City Manager

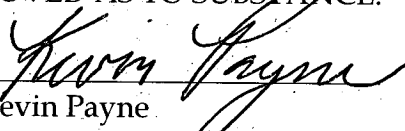
ATTEST:

By: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
Kevin Payne
Development Services Manager

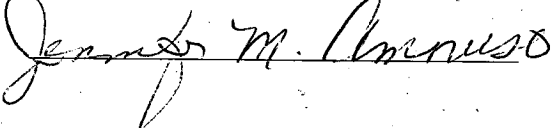
LANDOWNER:

BROOKFIELD SUNSET, LLC,
a California limited liability company

By: _____
John Norman
Vice President

By: _____
Rick Whitney
Chief Financial Officer

JENNIFER M. AMORUSO, Successor
Trustee of the Amoruso Family Living
Trust Dated March 14, 2005



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

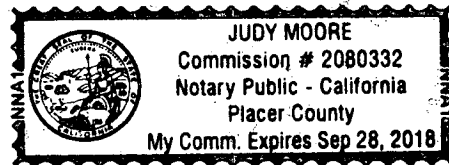
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On August 4, 2016, before me, Judy Moore, Notary Public, personally appeared Rob Jensen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of the which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Judy Moore
Notary Public in and for said State



Document: Development Agreement
 Amoruso Ranch Specific Plan

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

)ss.

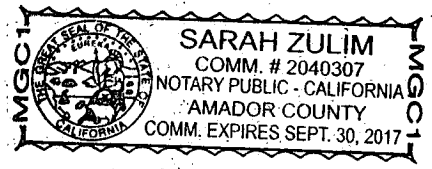
County of Amador)

On May 9, 2016 before me Sarah Zulim, Notary Public, personally appeared Jennifer M. Amoroso

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



CITY OF ROSEVILLE,
A municipal corporation

By: _____
Rob Jensen
City Manager

ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Kevin Payne
Development Services Manager

LANDOWNER:

BROOKFIELD SUNSET, LLC,
a California limited liability company

By: _____
John Norman
Vice President

By: _____
Rick Whitney
Chief Financial Officer

JENNIFER M. AMORUSO, Successor
Trustee of the Amoruso Family Living
Trust Dated March 14, 2005

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

)ss.

County of PLACER)

On May 12, 2016 before me HELEN MARIA TAYLOR Notary Public,
personally appeared JOHN W. NORMAN

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *Helen Maria Taylor* (Seal)



CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On May 11, 2016 before me, Christine Milligan, Notary Public
(Here insert name and title of the officer)

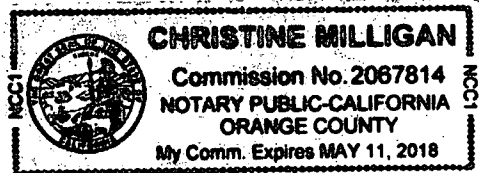
personally appeared Rick Whitney,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) ~~(S)~~ (S) are subscribed to the within instrument and acknowledged to me that
~~(he)~~ (S) executed the same in ~~(his)~~ (S) authorized capacity(ies), and that by
~~(his)~~ (S) signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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	Phasing Plan
Exhibit H	Road Improvements
Exhibit H-1	Offsite Road Facilities for Reimbursement
Exhibit H-2	Offsite Roadway Reimbursement Schedule
Exhibit H-3-A	Sunset Boulevard West Improvements - Typical Section
Exhibit H-3-B	Sunset Boulevard West Improvements - Road G Intersection
Exhibit H-3-C	Sunset Boulevard West Improvements - Westbrook Blvd. Intersection
Exhibit I	Traffic Signals
Exhibit J-1	Wastewater Facilities
Exhibit J-2	Wastewater Facilities
Exhibit K-1	Offsite Wastewater Facilities for Reimbursement
Exhibit K-2	Offsite Wastewater Reimbursement Schedule
Exhibit L	Groundwater Well
Exhibit M	Water Conservation Plan
Exhibit N	Water Facilities

Exhibit O-1	Water Facilities for Reimbursement
Exhibit O-2	Offsite Water Facilities for Reimbursement
Exhibit O-3	Water Reimbursement Schedule
Exhibit P	Recycled Water Facilities
Exhibit Q-1	Offsite Recycled Water Facilities for Reimbursement
Exhibit Q-2	Offsite Recycled Water Reimbursement Schedule
Exhibit R	Drainage Facilities
Exhibit S	Post Development 100 Year Floodplain
Exhibit T	Fiber Optic Improvements
Exhibit U	60kV Easement Areas
Exhibit V	Parks and Open Space
Exhibit W	Parks Financing Plan
Exhibit X	Bikeway Master Plan
Exhibit Y	Open Space Areas
Exhibit Z-1	Westbrook Boulevard Maintenance Access
Exhibit Z-2	University Creek Crossing
Exhibit AA	DUE Allocation to Specific Plan Parcels for CSP Reimbursements
Exhibit BB	Infrastructure Phasing and Reimbursement Schedule
Exhibit CC	Fire Station Site Reimbursements
Exhibit DD	Sample Assignment and Assumption Agreement

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 2

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, BEING A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, M.D.M. AND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THOSE GRANT DEEDS TO PETER AMORUSO & JENNIFER AMORUSO, TRUSTEES OF THE AMORUSO FAMILY LIVING TRUST, DATED MARCH 14, 2005, RECORDED AS INSTRUMENT NOS. 2005-0105020, 2005-0105021 AND 2005-0105022, OFFICIAL RECORDS OF PLACER COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID SECTION 11, AND THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 14;

EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 11 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE ALONG THE EAST LINE THEREOF, NORTH 00°12' 11" WEST, 880.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE ALONG THE FOLLOWING 12 COURSES:

1. THENCE SOUTH 76°07'24" WEST, 104.21 FEET;
2. THENCE NORTH 77°38'46" WEST, 331.04 FEET;
3. THENCE TO THE LEFT, ALONG THE ARC OF A 476.00 FOOT RADIUS, NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIAL BEARING OF NORTH 80°31'50" WEST, A CENTRAL ANGLE OF 06°47'22", AND AN ARC LENGTH OF 56.40 FEET;
4. THENCE TO THE RIGHT ALONG THE ARC OF A 524.00 FOOT RADIUS, REVERSE CURVE, HAVING A CENTRAL ANGLE OF 85°05'31", AND AN ARC LENGTH OF 778.21 FEET;
5. THENCE SOUTH 87°46'19" WEST, 204.70 FEET;
6. THENCE NORTH 01°46'01" WEST, 1,554.79 FEET;
7. THENCE SOUTH 88°13'59" WEST, 773.11 FEET;
8. THENCE TO THE LEFT, ALONG THE ARC OF A 743.51 FOOT RADIUS, NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF SOUTH 86°54'36" EAST, A CENTRAL ANGLE OF 04°51'25", AND AN ARC LENGTH OF 63.03 FEET;
9. THENCE NORTH 01°46'01" WEST, 1,018.17 FEET;
10. THENCE TO LEFT, ALONG THE ARC OF A 93.88 FOOT RADIUS, NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 14°45'43" EAST, A CENTRAL ANGLE OF 56°11'20", AND AN ARC LENGTH OF 92.07 FEET;
11. THENCE NORTH 88°13'59" EAST, 703.80 FEET;
12. THENCE NORTH 01°46'01" WEST, 2,183.68 FEET TO THE SOUTH LINE OF SUNSET BOULEVARD WEST, COUNTY ROAD NO. (A3042) AS CONVEYED TO THE COUNTY OF PLACER BY DEED RECORDED AUGUST 18, 1966 IN BOOK 1123, AT PAGE 612, OFFICIAL RECORDS OF PLACER COUNTY;

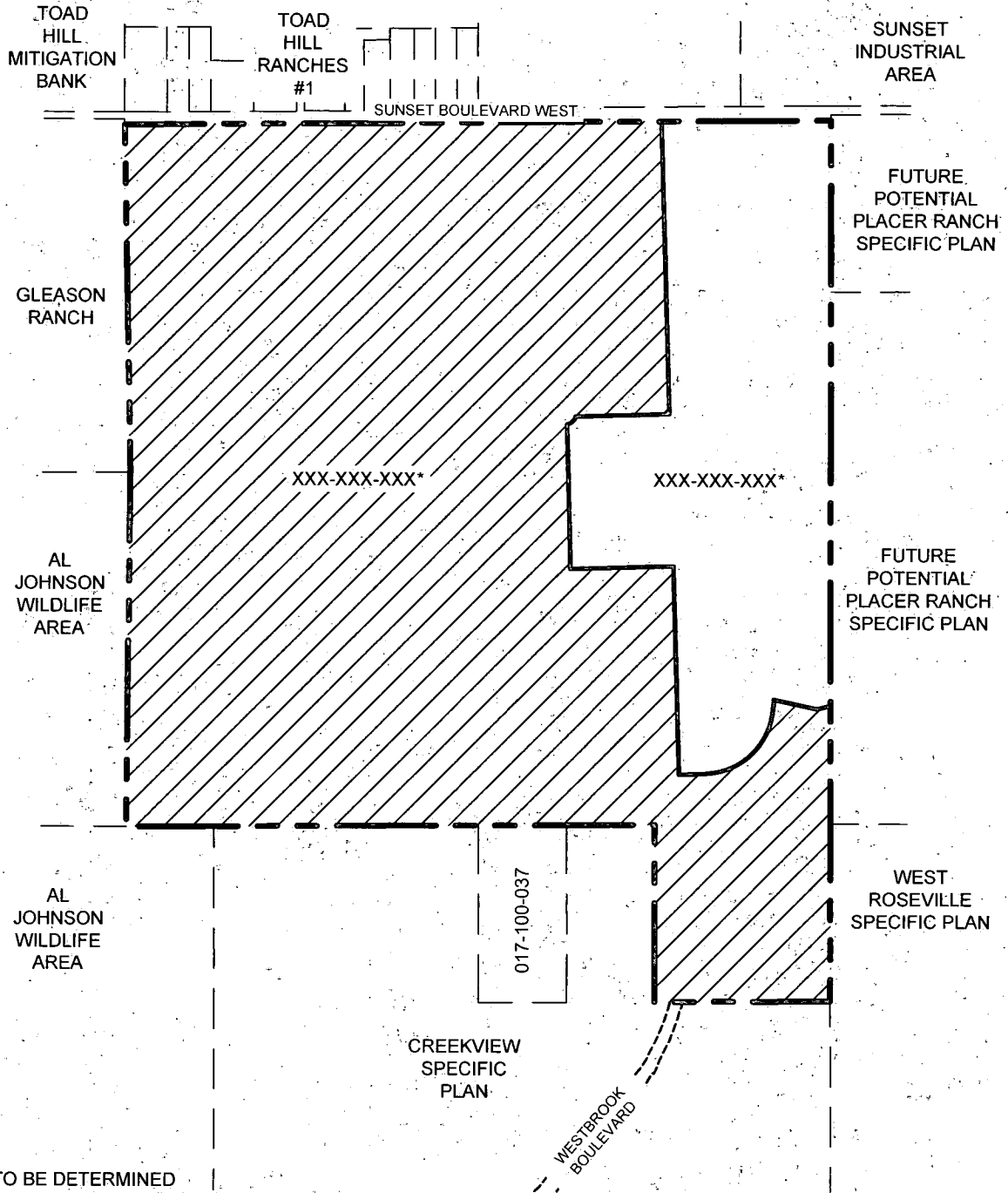
THENCE ALONG SAID SOUTH LINE; NORTH 89°21'05" EAST, 1,273.09 FEET TO A POINT ON SAID EAST LINE OF SECTION 11; THENCE ALONG SAID EAST LINE, SOUTH 00°12'11" EAST, 4,372.54 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "A"
LEGAL DESCRIPTION


ALSO EXCEPTING THEREFROM: THE NORTH 42 FEET OF SAID SECTION 11, CONVEYED TO THE COUNTY OF PLACER BY DEED RECORDED AUGUST 18, 1966 IN BOOK 1123, AT PAGE 612, OFFICIAL RECORDS OF PLACER COUNTY.
CONTAINING 525.724 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED ALONG THE BOUNDARY OF THE PROPERTY DESCRIBED IN DOC. NO. 2005-0105020 ARE NOT BASED UPON A FIELD SURVEY AS DESCRIBED IN L.S. ACT SECTION 8762. THEY DO NOT ESTABLISH THE BOUNDARY OF SAID PROPERTY AND ARE INCLUDED TO ASSIST IN LOCATING THE NEW BOUNDARY APPROVED BY MINOR BOUNDARY LINE ADJUSTMENT NO. PLN15-00351 ONLY.

Exhibit B
Property Map



* APN TO BE DETERMINED
(BOUNDARY LINE ADJUSTMENT HAS BEEN APPROVED
BY THE COUNTY ON FEBRUARY 9, 2016)

LEGEND	
	PROPERTY SUBJECT TO DEVELOPMENT AGREEMENT

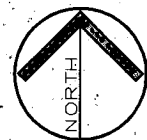
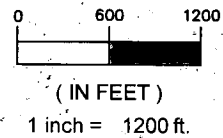
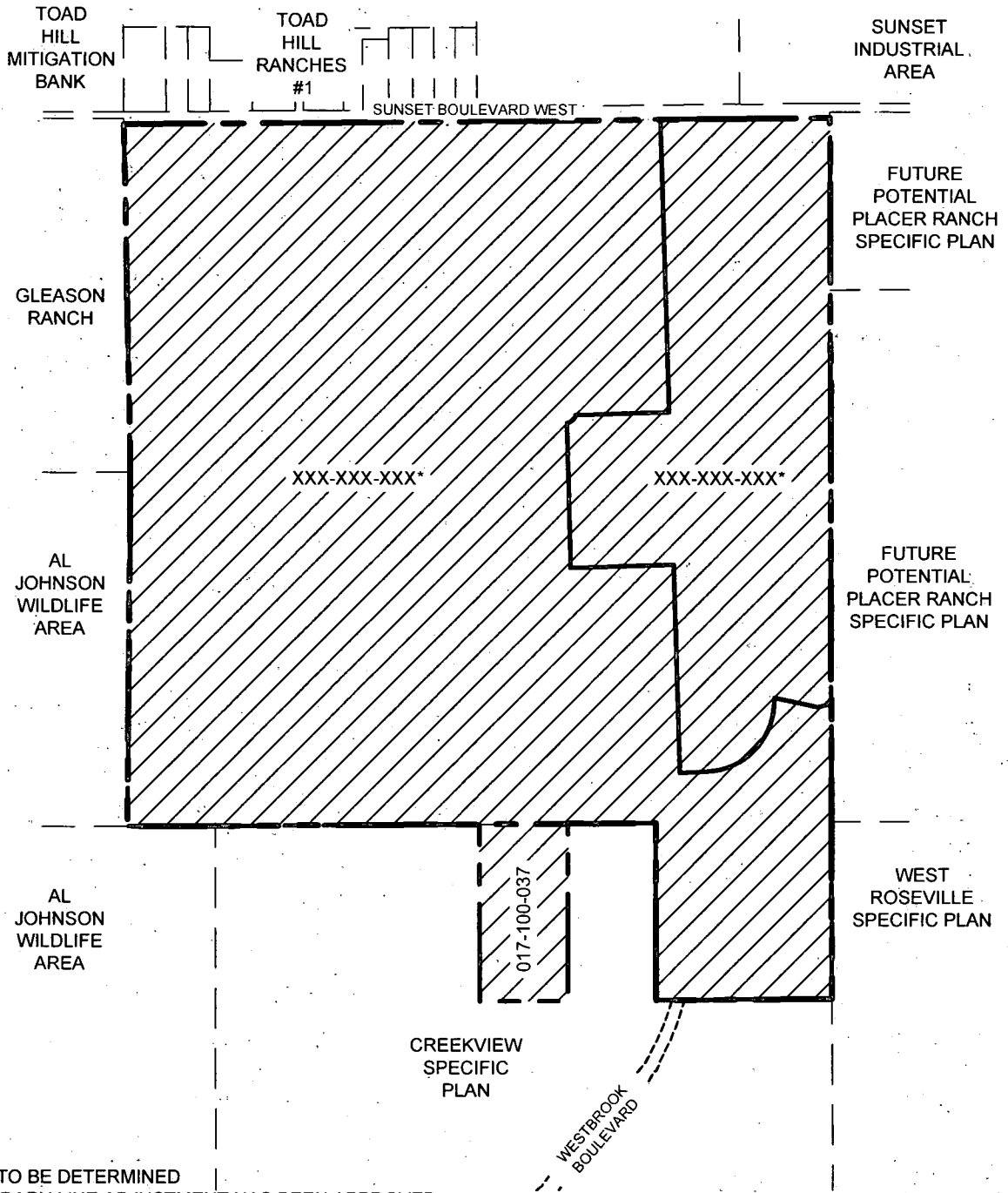



Exhibit C
Annexation Area and Plan Area



* APN TO BE DETERMINED
(BOUNDARY LINE ADJUSTMENT HAS BEEN APPROVED
BY THE COUNTY ON FEBRUARY 9, 2016)

LEGEND

 ANNEXATION AREA

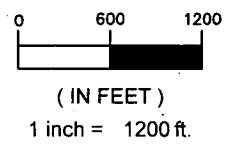
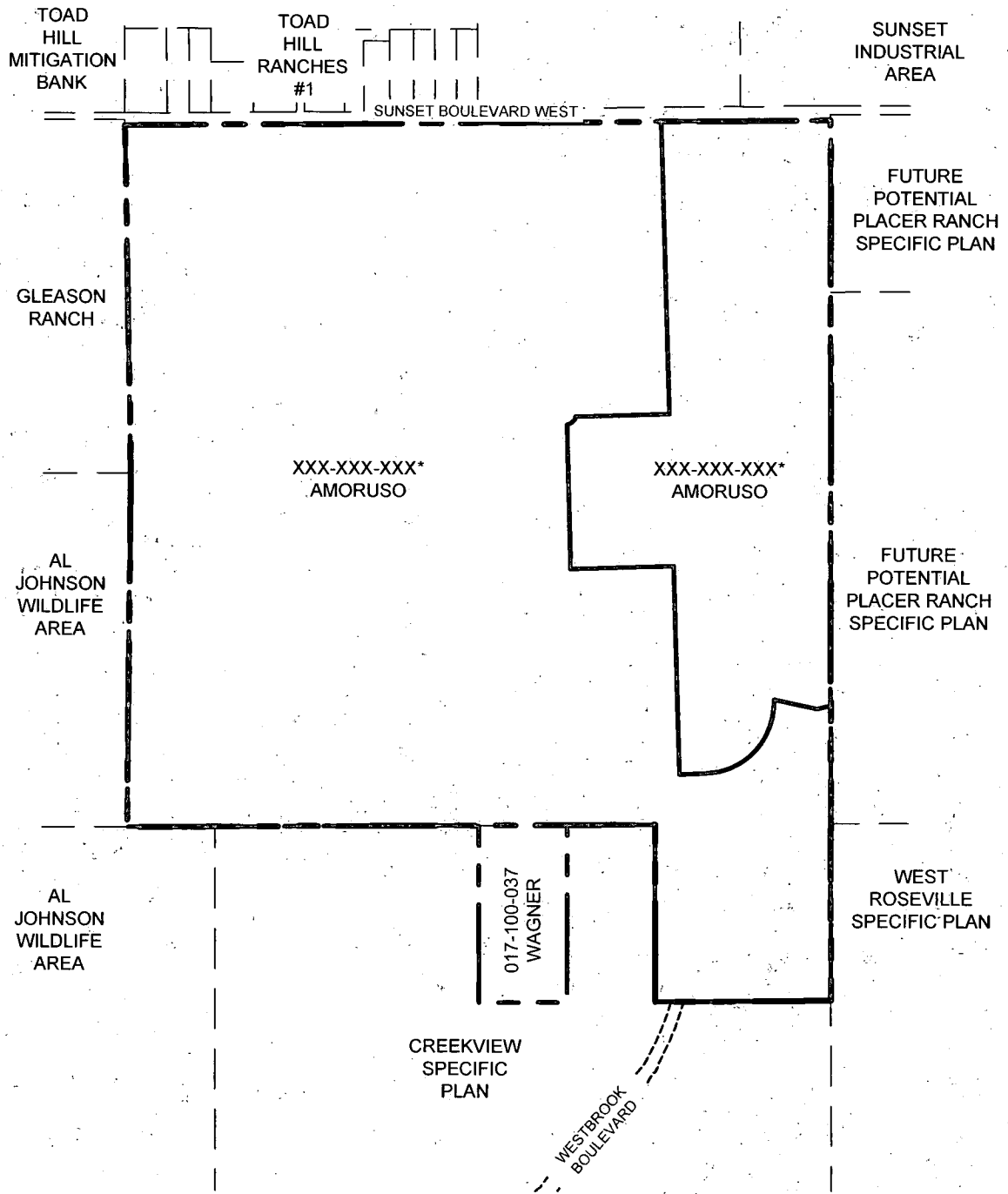


Exhibit D
 Specific Plan Property Ownership



* APN TO BE DETERMINED
 (BOUNDARY LINE ADJUSTMENT HAS BEEN APPROVED
 BY THE COUNTY ON FEBRUARY 9, 2016)

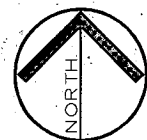
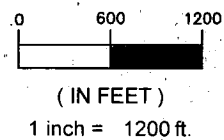
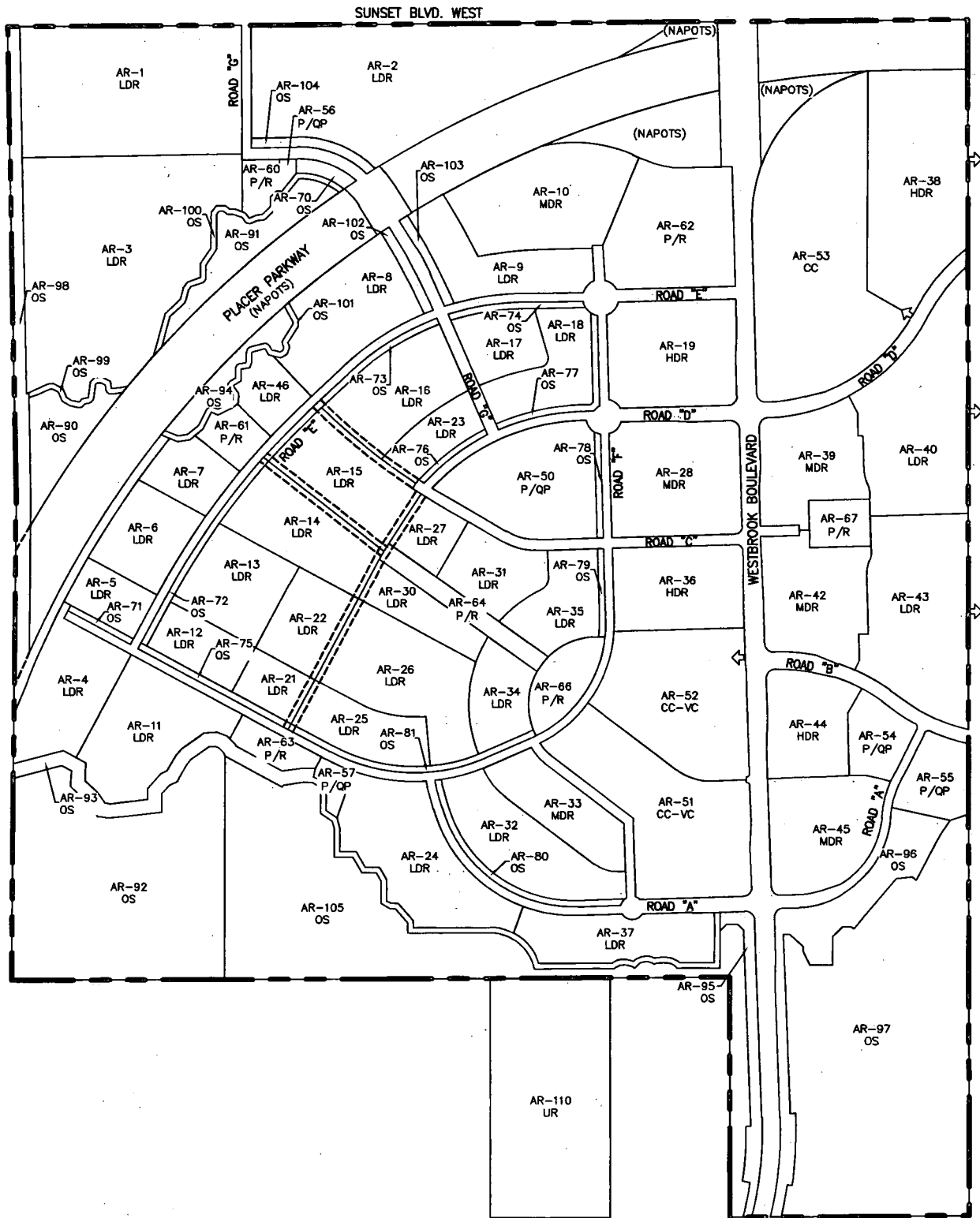


Exhibit E Land Use Plan



(IN FEET)
1 inch = 800 ft.

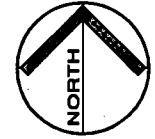
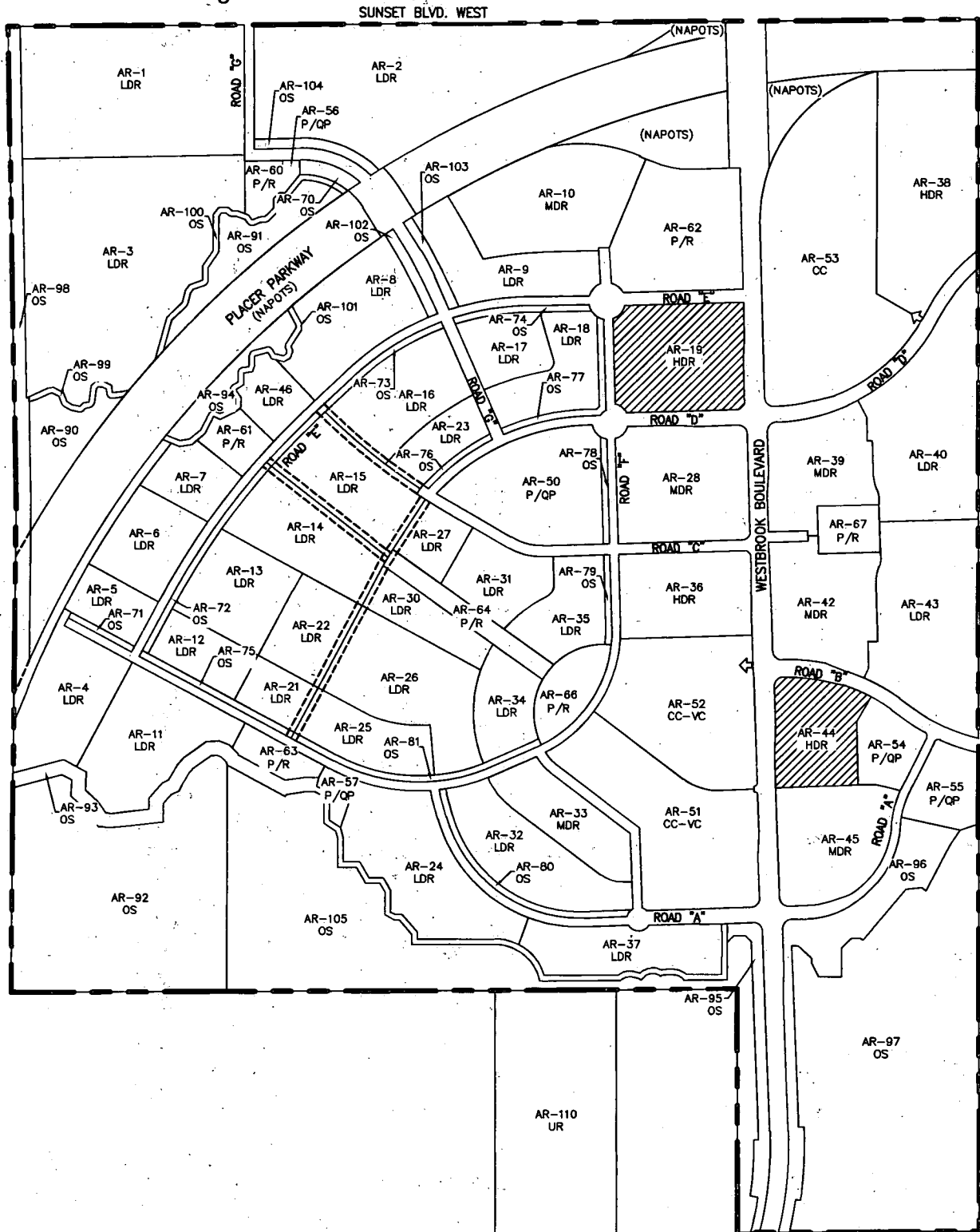



Exhibit F Affordable Housing Sites



LEGEND

 AFFORDABLE HOUSING SITES

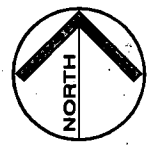
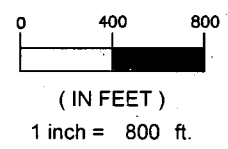
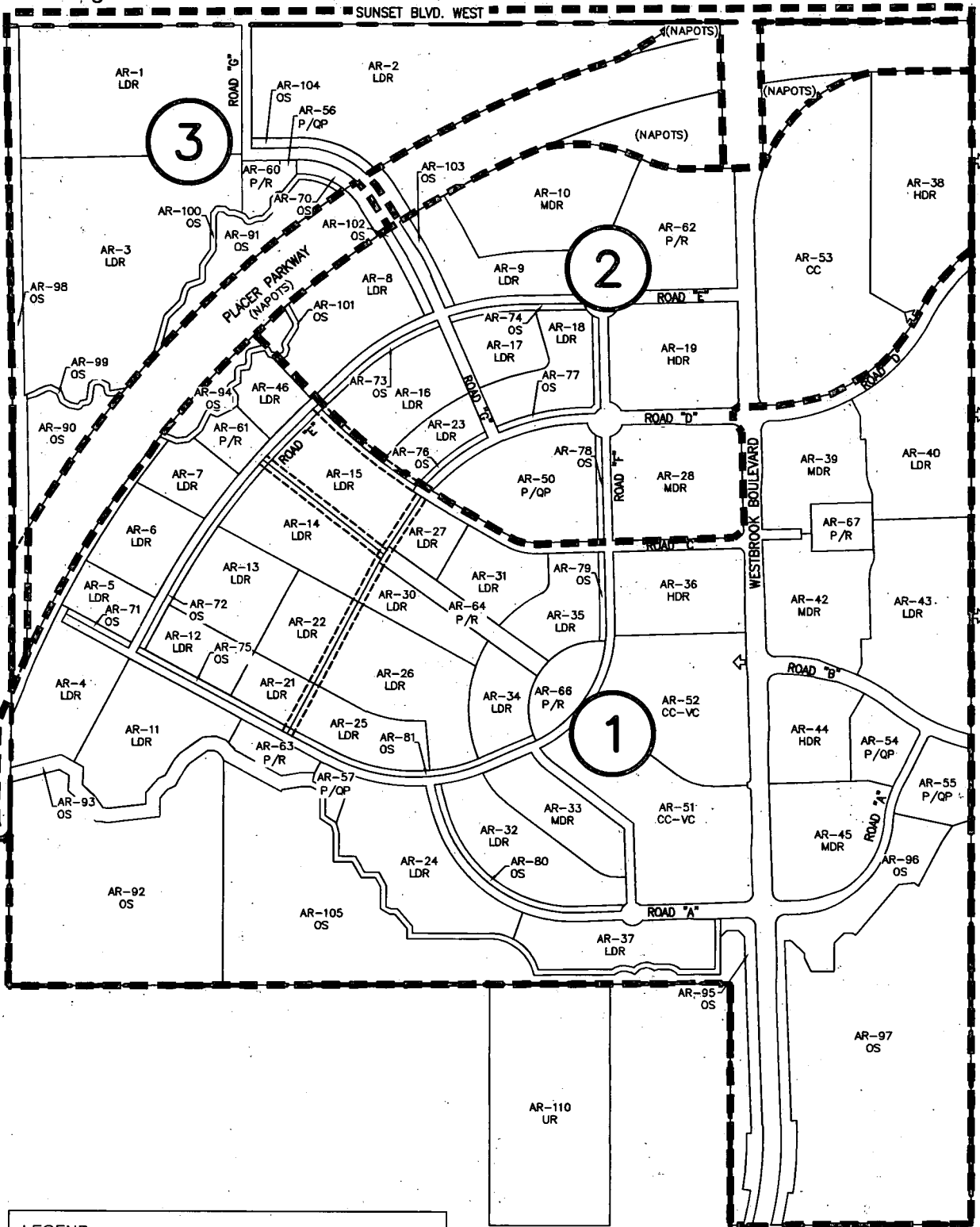


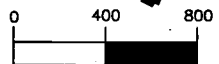


Exhibit G Phasing Plan



LEGEND

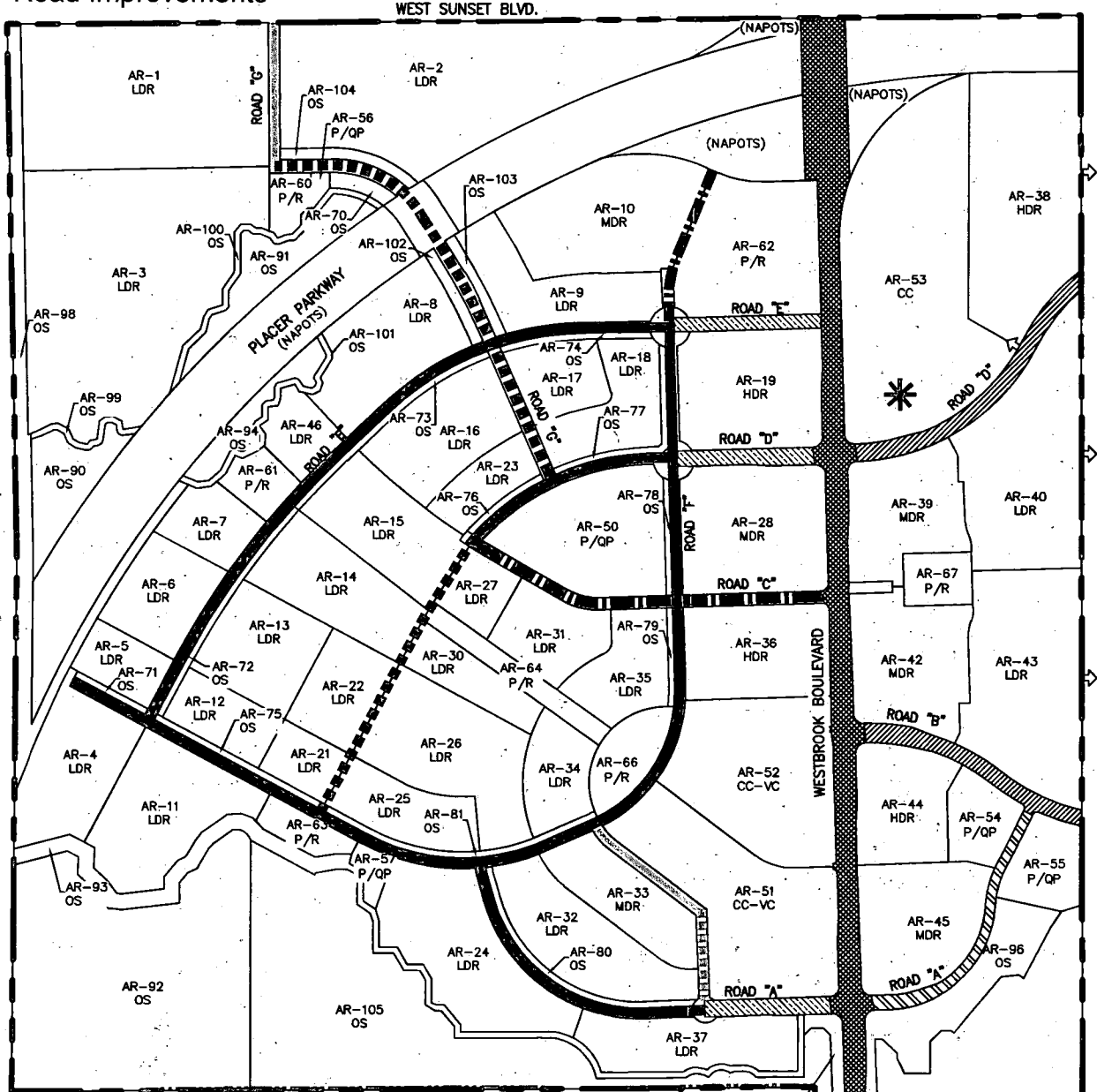
-  Major Phases
-  Phasing Boundaries



(IN FEET)
1 inch = 800 ft.

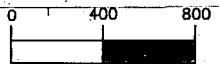


Exhibit H Road Improvements



CREEKVIEW SPECIFIC PLAN AREA

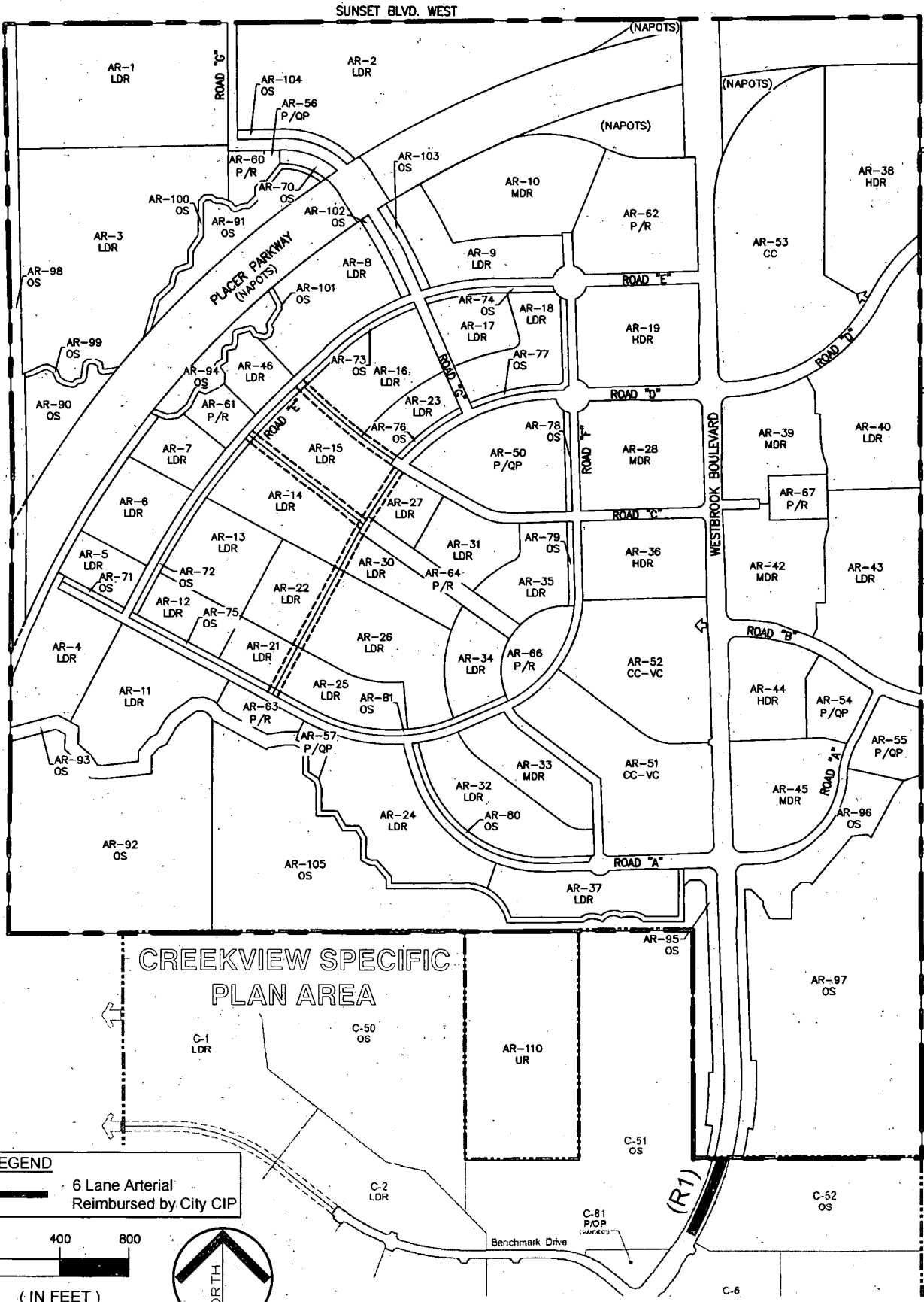
LEGEND	
	Westbrook Boulevard
	Minor Arterial "B"
	Modified Collector
	Modified Primary Residential Street Connections
	Modified Primary Residential Street (Village Street)
	Modified Primary Residential Street with Street Side Paseo
	Modified Primary Residential Street
	Modified Minor Residential Street
	Modified Primary Residential Street - A
	Park and Ride Location



(IN FEET)
1 inch = 800 ft.



Exhibit H-1
 Offsite Road Facilities For Reimbursement



LEGEND
 — 6 Lane Arterial Reimbursed by City CIP



(IN FEET)
 1 inch = 800 ft.



C-6

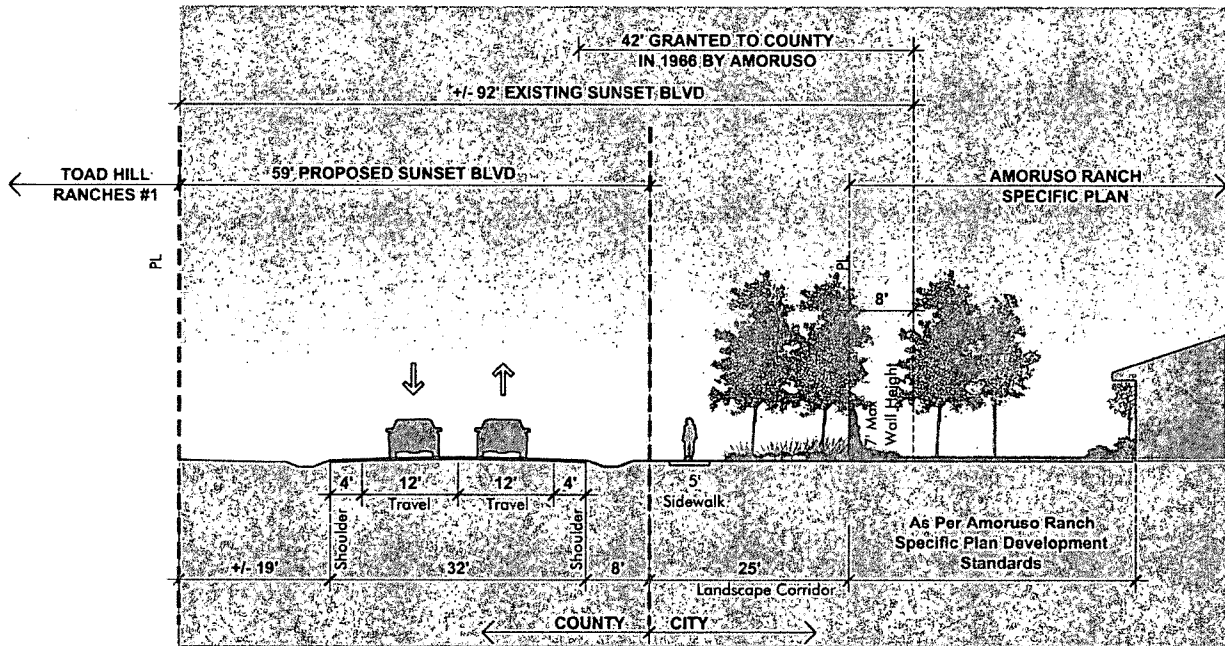
**EXHIBIT H-2
OFFSITE ROADWAY REIMBURSEMENT SCHEDULE**

ROADWAY REIMBURSEMENTS						
Reimbursements to ARSP						
No	Roadway Segment	Approx. Length	Reimbursement From	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed to ARSP
1	R1	510'	City CIP	\$ 1,228,324	100.00	\$ 1,228,324

Note:

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement.

Exhibit H-3-A
 Sunset Boulevard West Improvements - Typical Section



Proposed Future Sunset Boulevard West - 59' ROW

Exhibit H-3-B
 Sunset Boulevard West Improvements - Road G Intersection

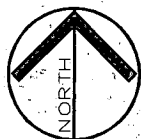
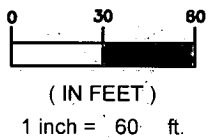
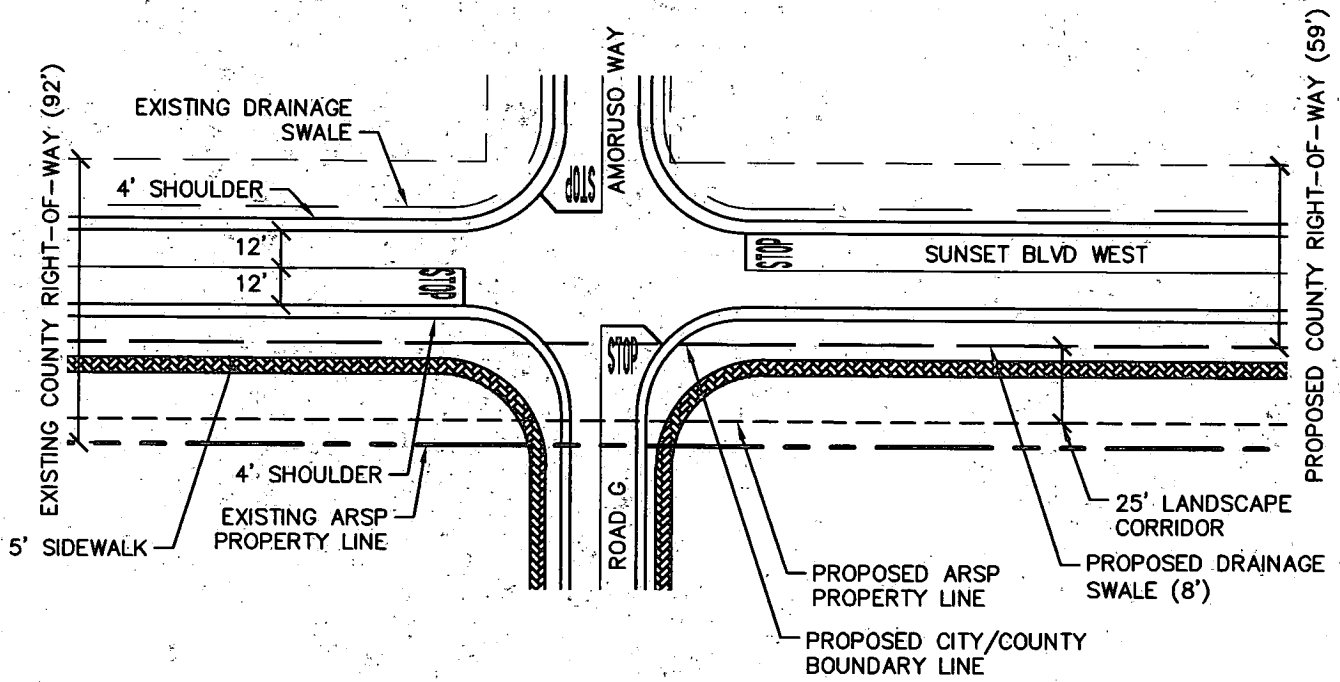
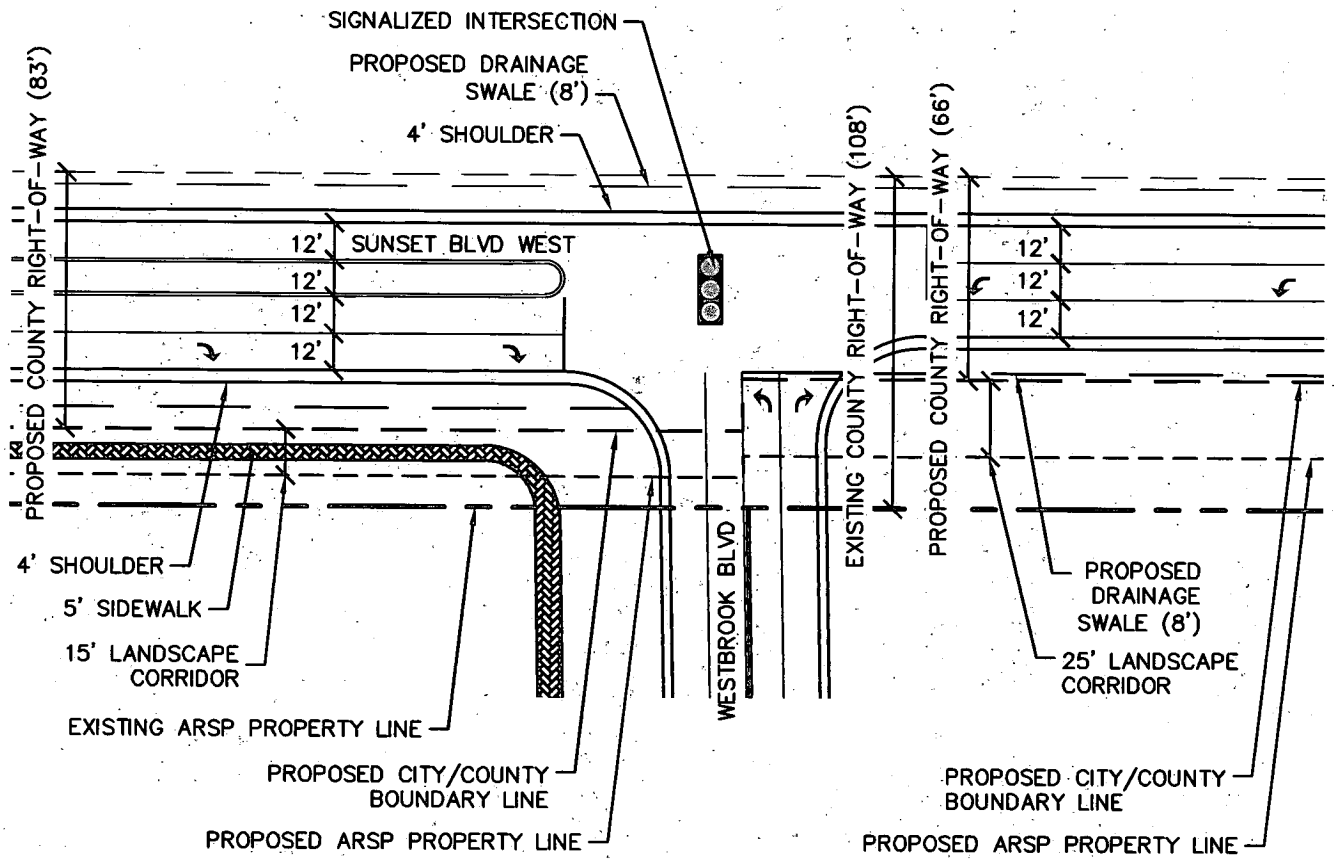


Exhibit H-3-C
 Sunset Boulevard West Improvements - Westbrook Boulevard Intersection



(IN FEET)

1 inch = 60 ft.

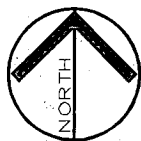
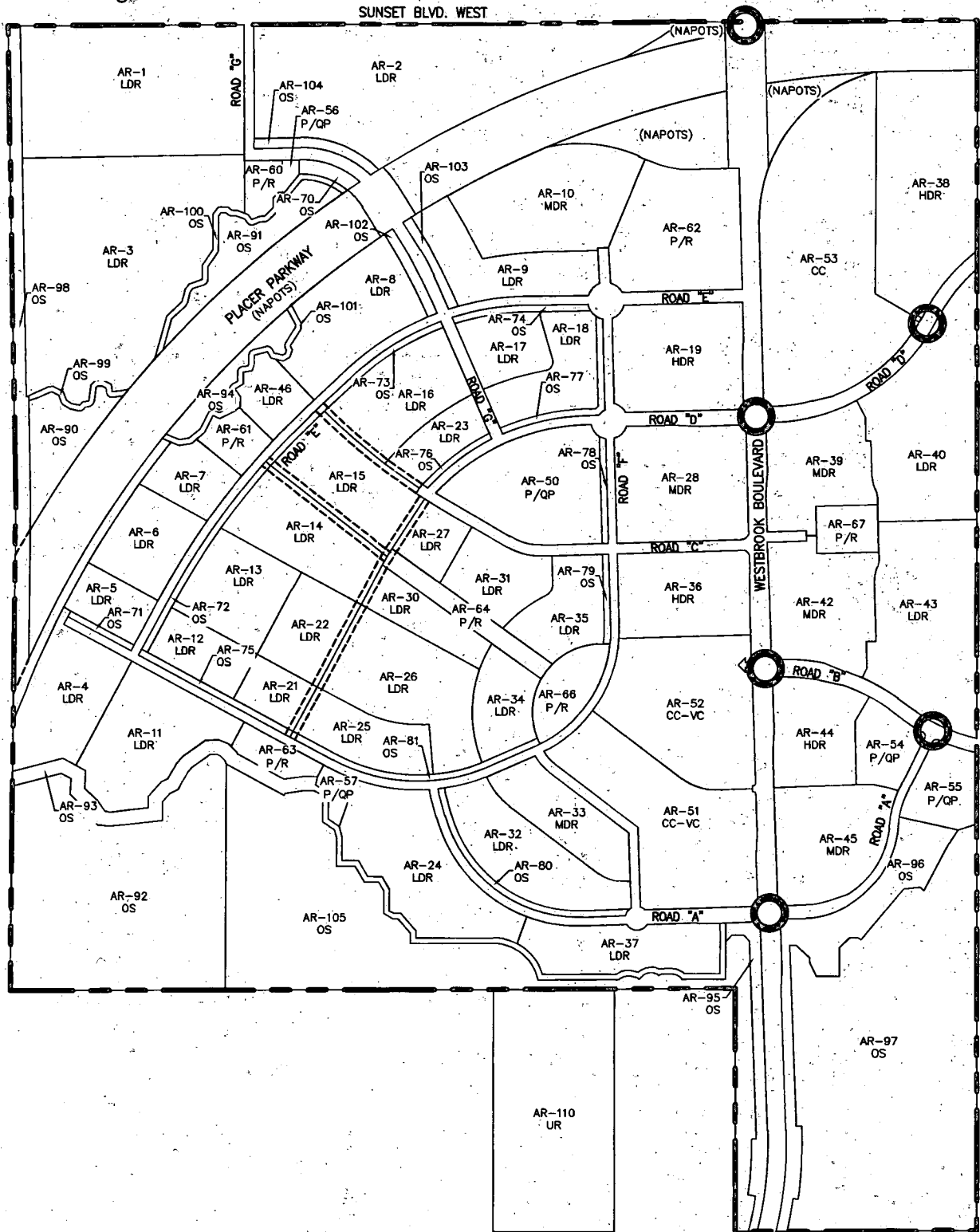



Exhibit I Traffic Signals



LEGEND

 Traffic Signal

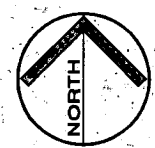
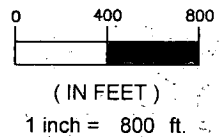


Exhibit J - 1 Wastewater Facilities

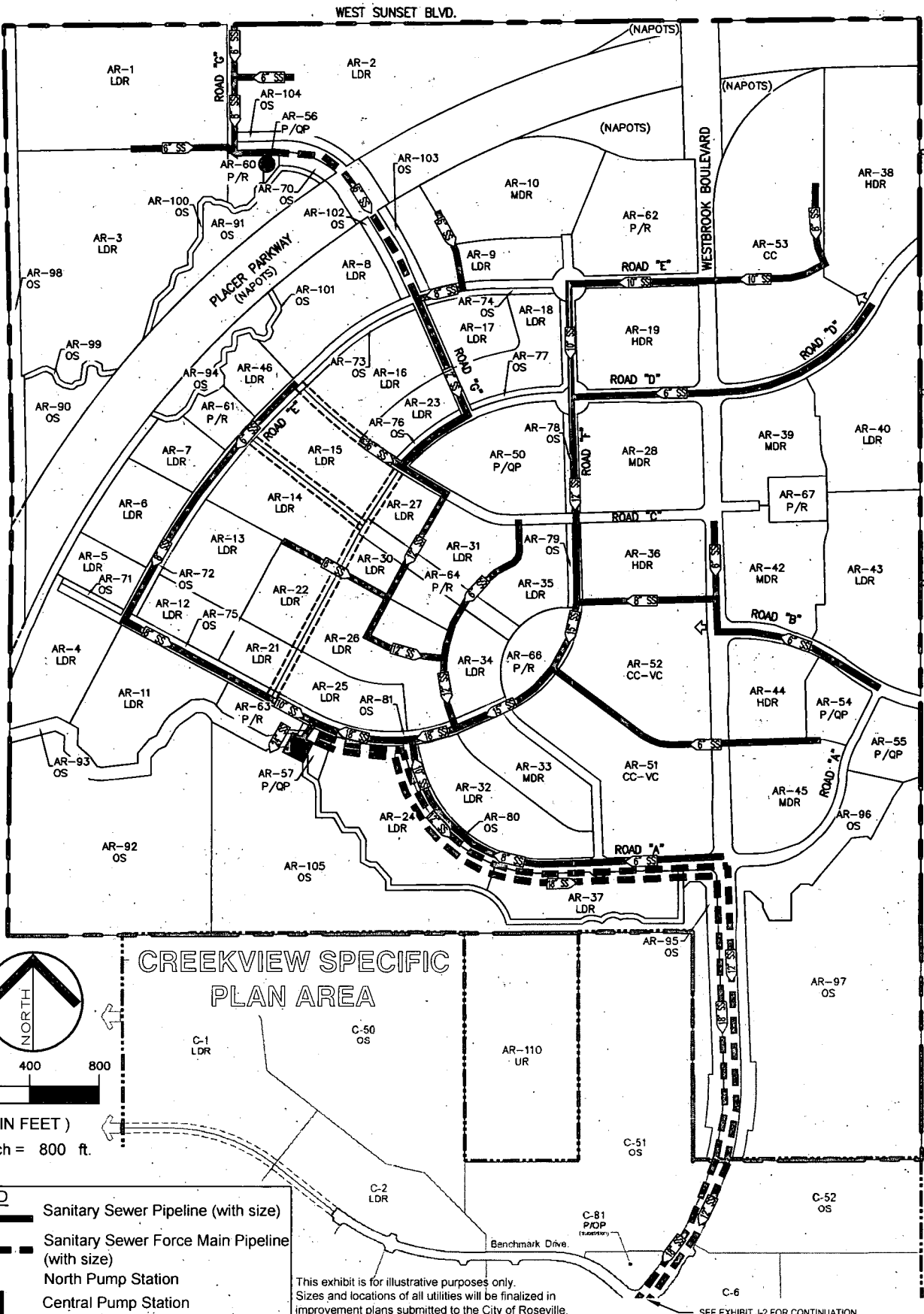
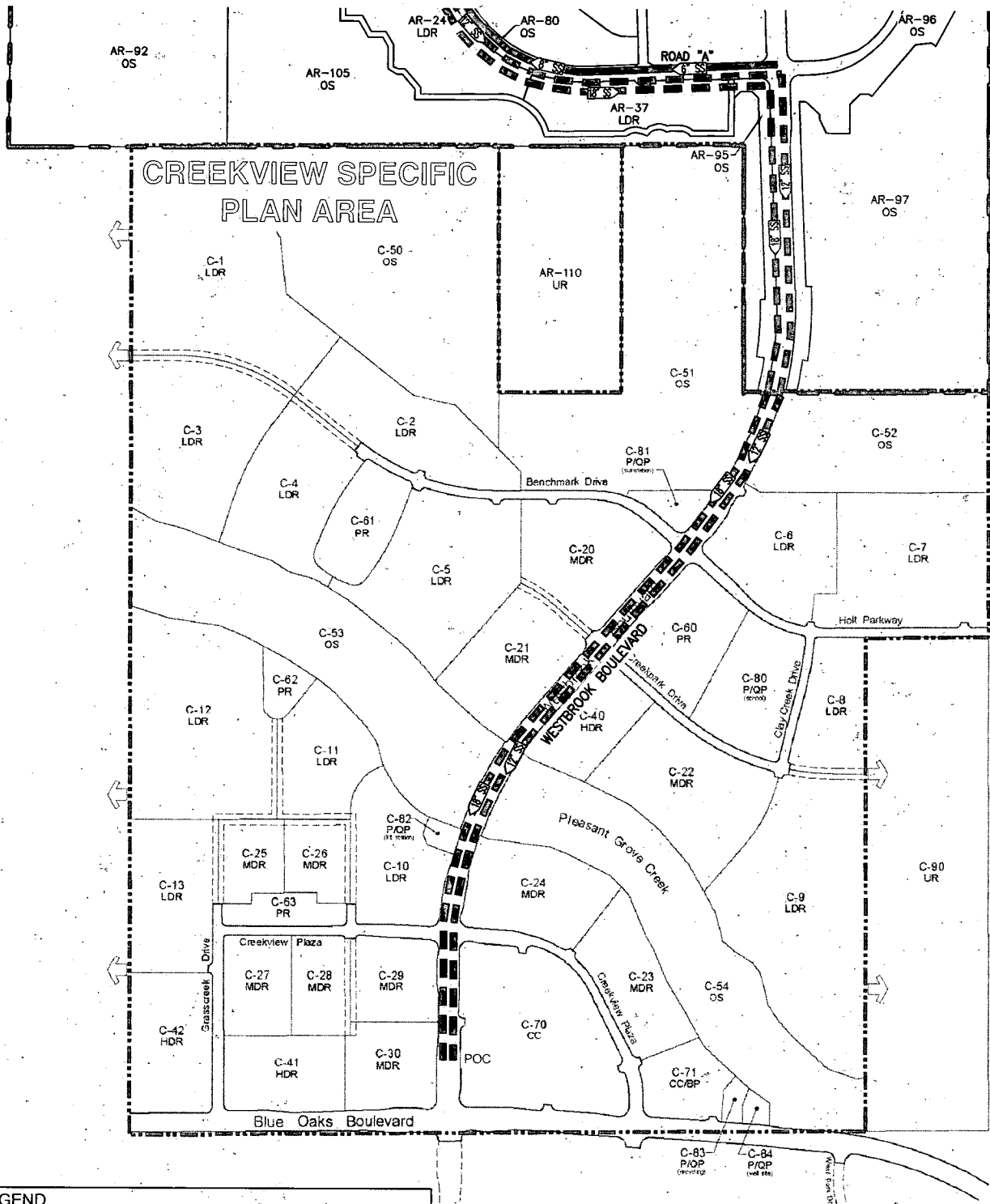

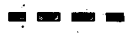
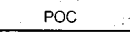
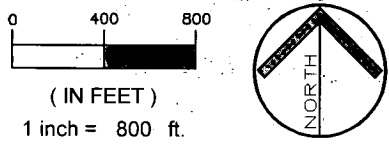


Exhibit J - 2
Wastewater Facilities

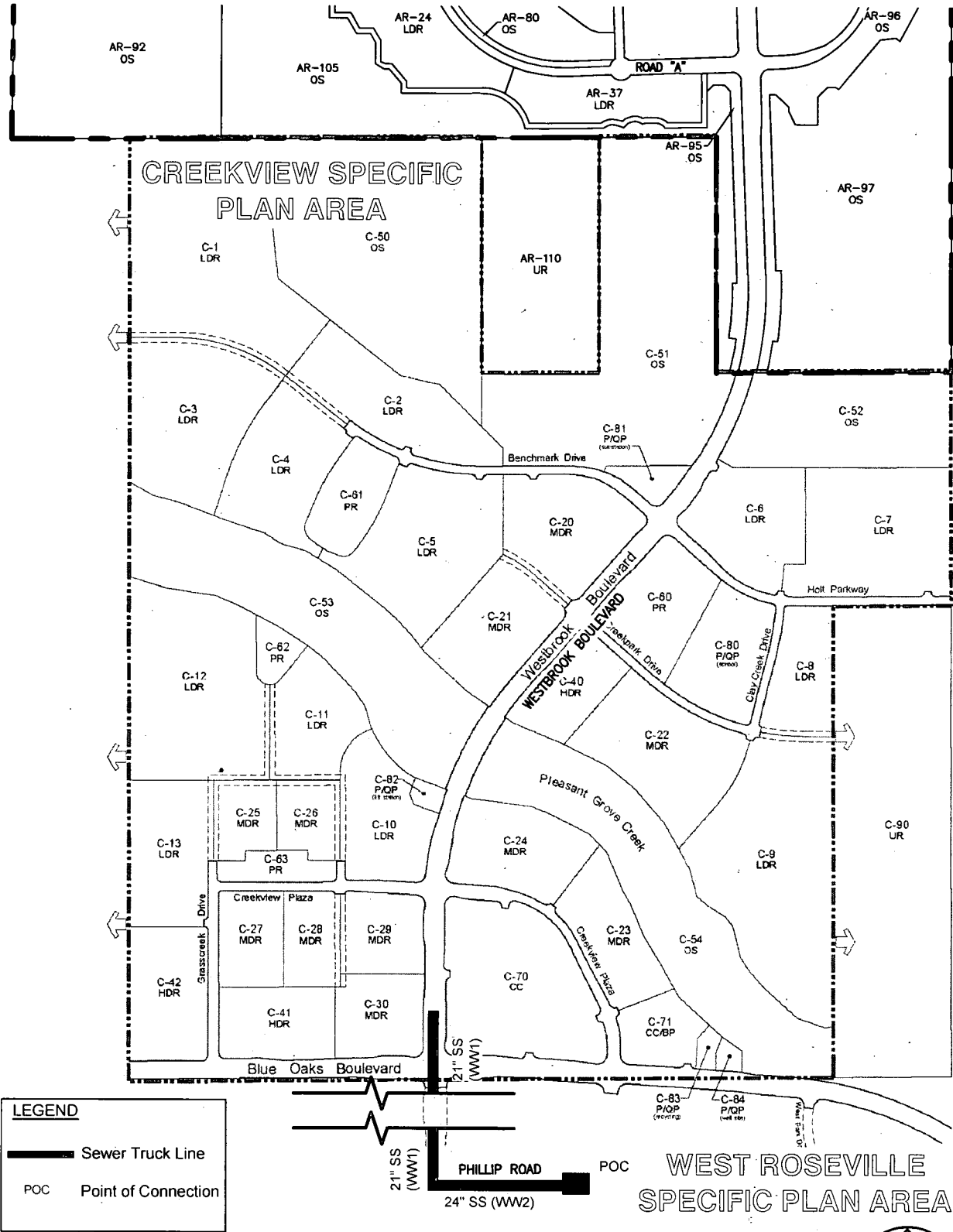


LEGEND	
	Sanitary Sewer Pipeline (with size)
	Sanitary Sewer Force Main Pipeline (with size)
	POC Point of Connection

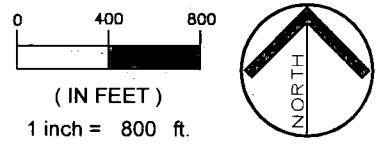


This exhibit is for illustrative purposes only.
 Sizes and locations of all utilities will be finalized in
 improvement plans submitted to the City of Roseville.

Exhibit K-1
 Offsite Wastewater Facilities For Reimbursement



This exhibit is for illustrative purposes only.
 Sizes and locations of all utilities will be finalized in
 improvement plans submitted to the City of Roseville.



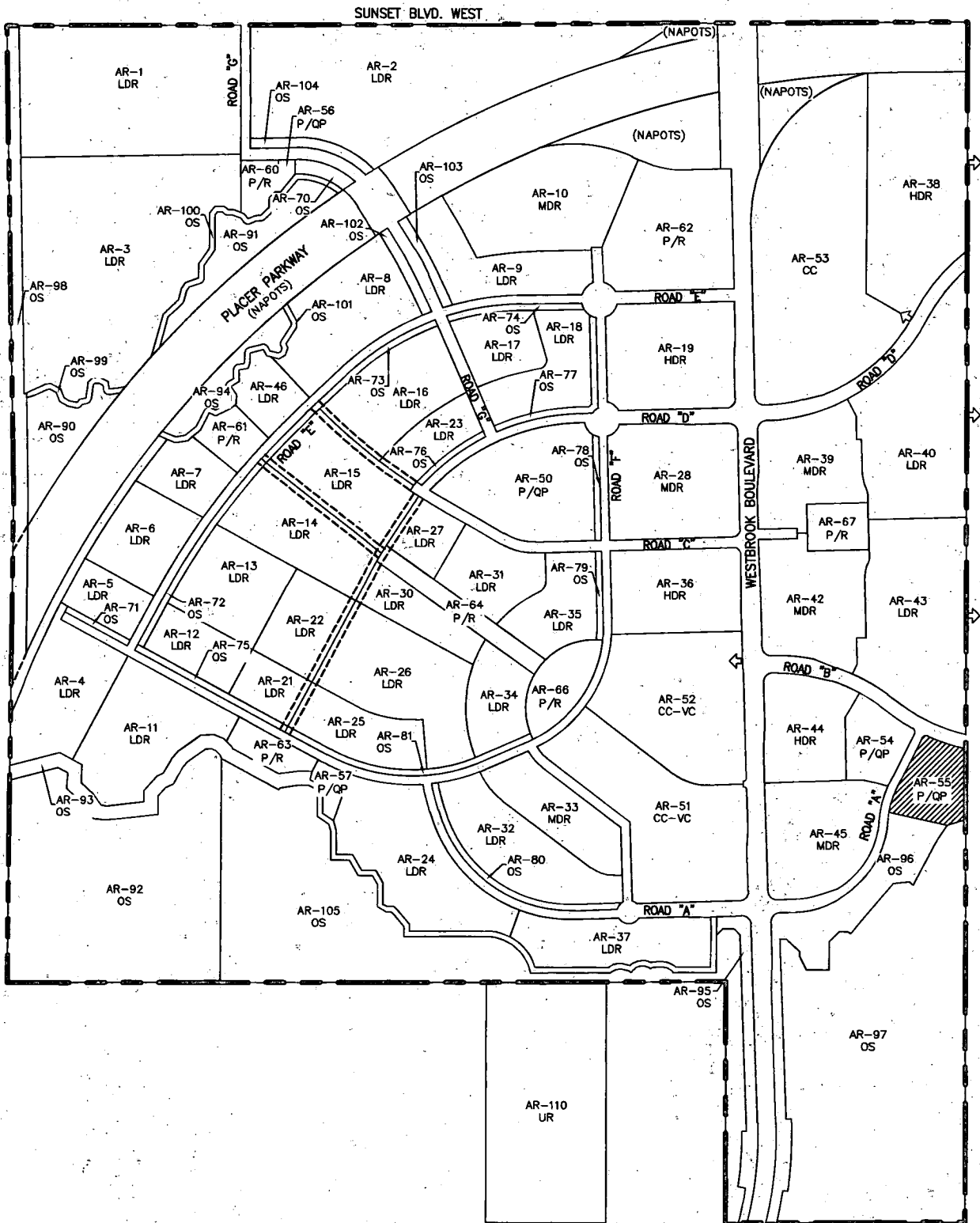
**EXHIBIT K-2
OFFSITE WASTEWATER REIMBURSEMENT SCHEDULE**

WASTEWATER REIMBURSEMENTS									
Reimbursements From ARSP									
No	Wastewater Segment	Size	Approx. Length	ARSP Flow (mgd)	Total Flow (mgd) ⁴	Reimbursable Party	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed
1	WW1	21"	1,790'	0.606	1.039	CSP	\$ 243,256	58.33%	\$ 141,880
2	WW2	24"	Per WRSP DA	0.606	1.214	WRSP	\$ 378,000	49.92%	\$ 188,689


Note:

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement and West Roseville Specific Plan Development Agreement.
3. ARSP is responsible for ARSP force main system within CSP.
4. Total flow includes Creekview SP and may include other third parties. See Creekview DA Exhibit P and Exhibit Q.

Exhibit L
Groundwater Well



LEGEND

 Groundwater Well Site

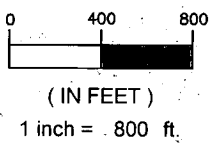
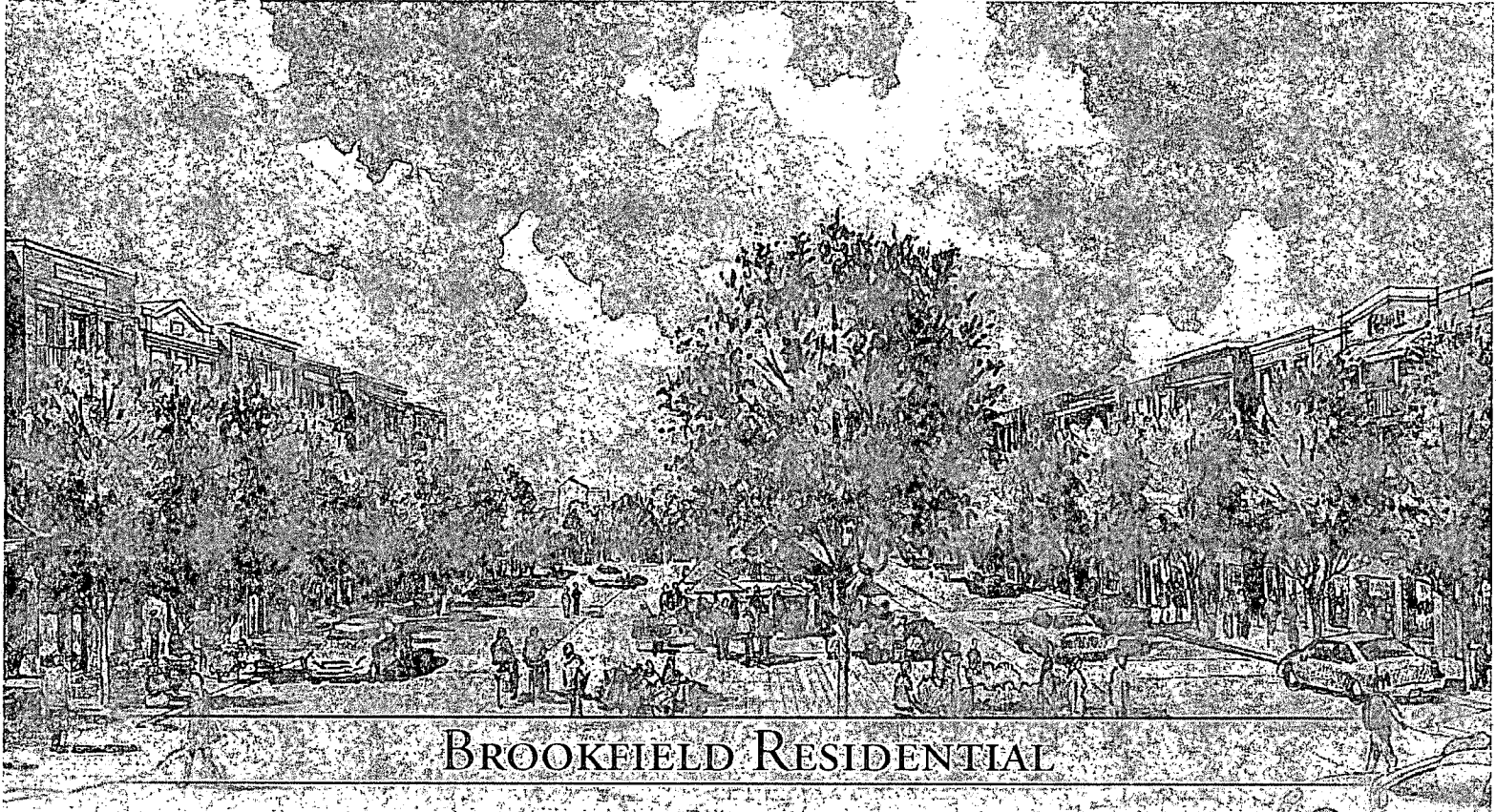


Exhibit M
Water Conservation Plan



BROOKFIELD RESIDENTIAL

Amoruso Ranch Specific Plan Area

April 2016

WATER CONSERVATION PLAN



Prepared for:
Brookfield
Residential

Prepared by:
Kimley » Horn

Brookfield Residential

Amoruso Ranch Specific Plan Area

Water Conservation Plan

Prepared By:

Kimley»»Horn



Table of Contents

INTRODUCTION.....	1
Water Conservation Plan Purpose.....	1
ARSP Area Location and Description	1
Project Vicinity.....	1
Pre-Development Conditions.....	3
ARSP Area Development Opportunities and Constraints	5
ARSP Area Land Use Plan	7
BASELINE WATER USE ESTIMATION	9
Table 1: City of Roseville Demand Factors.....	10
Table 2: Water Use Estimation – LDR, MDR and HDR	11
Table 3: Water Use Factors and Demands.....	12
Single Family Residential Water Use Distribution	13
Table 4: Single Family Residential Water Usage.....	13
Table 5: Residential Irrigation Water Demands	14
WATER USE REDUCTION STRATEGIES	15
Reduction of Residential Turf Areas	15
Table 6: Reduced Landscape Turf Area.....	17
Table 7: Front Yard Irrigated Area Water Efficiencies.....	17
Reduction of Park and Recreation and Common Area Turf (Non-Residential).....	19
Table 8: Non-Residential Irrigated Area Water Efficiencies	20
Irrigation Management.....	21
Table 9: Smart Irrigation Controller Water Efficiencies	22
Water Conservation Methods	22
Table 10: Recirculating Hot Water System Water Efficiencies.....	23
SUMMARY.....	23
Table 11: Summary of Water Efficiencies.....	24
REFERENCES.....	25

FIGURES

Figure 1: ARSP Area Project Vicinity	2
Figure 2: ARSP Area Pre-Development Conditions.....	4
Figure 3: ARSP Area Opportunities and Constraints.....	6
Figure 4: ARSP Area Land Use Plan.....	8
Figure 5: Front Yard Water Conservation Comparison.....	16

INTRODUCTION

The Amoruso Ranch Specific Plan (ARSP) Area Water Conservation Plan (Plan) has been prepared at the request of Brookfield Residential Properties, Inc. (Brookfield) to meet the City of Roseville's (City) requirements and in support of the ARSP process.

WATER CONSERVATION PLAN PURPOSE

In February 2008, then California Governor Arnold Schwarzenegger introduced a seven-part comprehensive plan for improving the Sacramento-San Joaquin Delta. As part of this effort, the Governor directed state agencies to develop a plan to reduce statewide per capita urban water use by 20 percent by the year 2020. In February 2010, the State Water Resources Control Board issued the 20x2020 Water Conservation Plan.

As part of the response to the 20x2020 Plan, the City has a requirement that all new specific plan projects incorporate water conservation measures into the overall project design such that the overall water demands (both potable and recycled) are reduced. The City has an overall conservation goal of 20% for potable and irrigation water usage throughout the City.

This Plan presents potentially feasible measures and guidance that can result in a reduction of the projected overall water usage within the ARSP Area, which will contribute towards the City-wide conservation goal. The projected reduction in water use will be established as part of this Plan through a process of: estimating the baseline water demands without conservation measures; identification of potentially feasible conservation measures; and estimation of the resultant water demands with application of the identified conservation measures. This Plan has been developed in conformance with the Water Efficient Landscape Ordinance (WELO) as a minimum.

ARSP AREA LOCATION AND DESCRIPTION

Project Vicinity

The ARSP Area consists of approximately 694.4 acres located in the northwest edge for the City of Roseville. Prior to the Specific Plan's adoption, the plan area was recognized as a logical growth extension for the City. The Specific Plan Area is bounded on the southwest by the Al Johnson Wildlife Area, to the west by the Gleason property, to the south by the Creekview Specific Plan Area, to the east by the future proposed Placer Ranch Specific Plan Area and to the north by the existing Toad Hills Ranches #1 area and unincorporated Placer County. The project vicinity is shown on Figure 1.

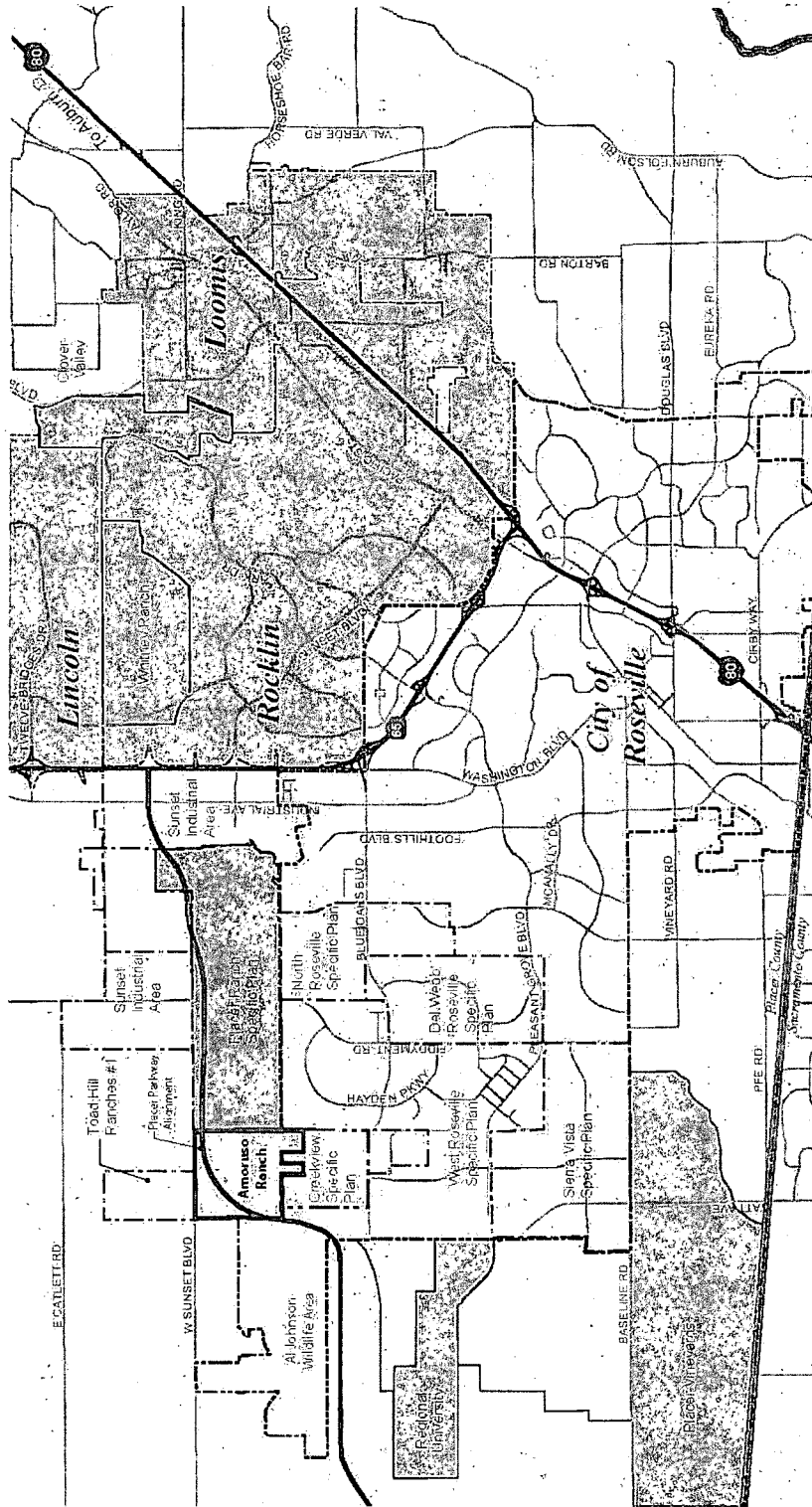


Figure 1 – ARSP Area Project Vicinity

Kimley»»Horn

Pre-Development Conditions

The pre-development conditions of the ARSP Area were as a cattle ranch and for irrigated crops. The primary use was open grazing land, but included a small ranch house and out buildings. The land is gently rolling terrain generally trending to the west and south. Minor drainages flow in a radial pattern from a slight rise in the northeast quadrant of the property. The elevation changes from approximately 115 feet to 71 feet gently from the northeast down to the southwest.

The site vegetation is generally limited to short, seasonal grasses. There are several oak trees located along University Creek and a number of non-native trees located around the former ranch house. Wetland conditions and their associated flora and fauna are located in small areas typically along the drainage corridors and in flats along the southern boundary. Figure 2 highlights the ARSP Area pre-development conditions.

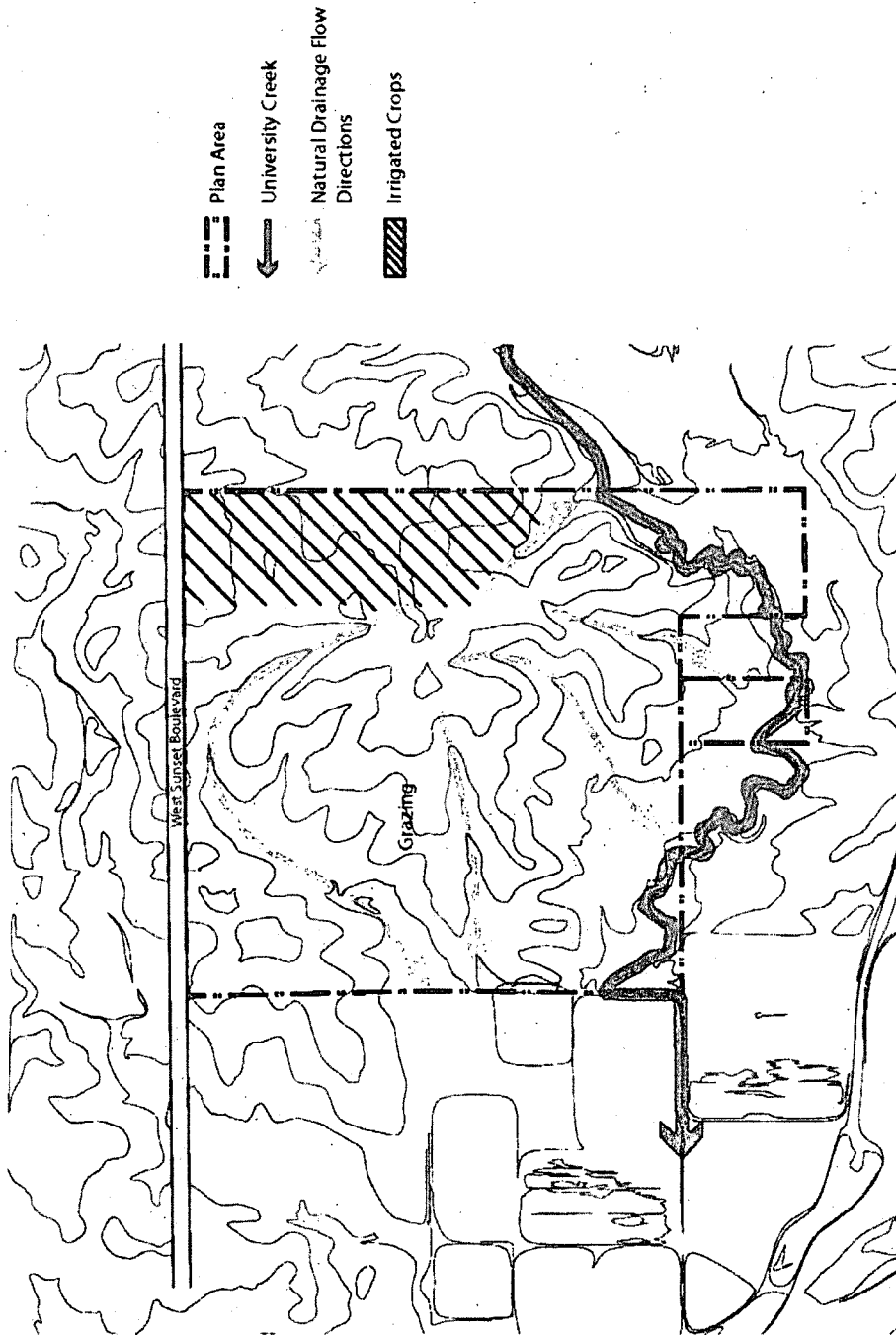


Figure 2 – ARSP Area Pre-Development Conditions

ARSP Area Development Opportunities and Constraints

The proposed ARSP Area land use plan is influenced by several factors, including the physical setting, land use and circulation conditions, and public policies. Two significant aspects that influence the development of the land plan are described below and depicted on Figure 3.

Placer Parkway

The proposed Placer Parkway will be a dominant feature that sweeps through the ARSP Area. Interchanges at Fiddymont Road and Santucci Boulevard will provide access to the ARSP Area.

Open Space and Resources Preservation

The ARSP Area will support open space and resource preservation by providing permanent open space. In combination with the 1,700-acre open space afforded by the City of Roseville Al Johnson Wildlife Area, this open space provides connectivity with open space within the Creekview Specific Plan Area, and lands to the east of the ARSP Area.

The Amoruso Ranch Specific Plan will provide an open space corridor that includes a pedestrian and bike path linkage between this major open space area and the City's regional trail system. In addition, the corridor will provide a permanent preservation area for wetland resources.

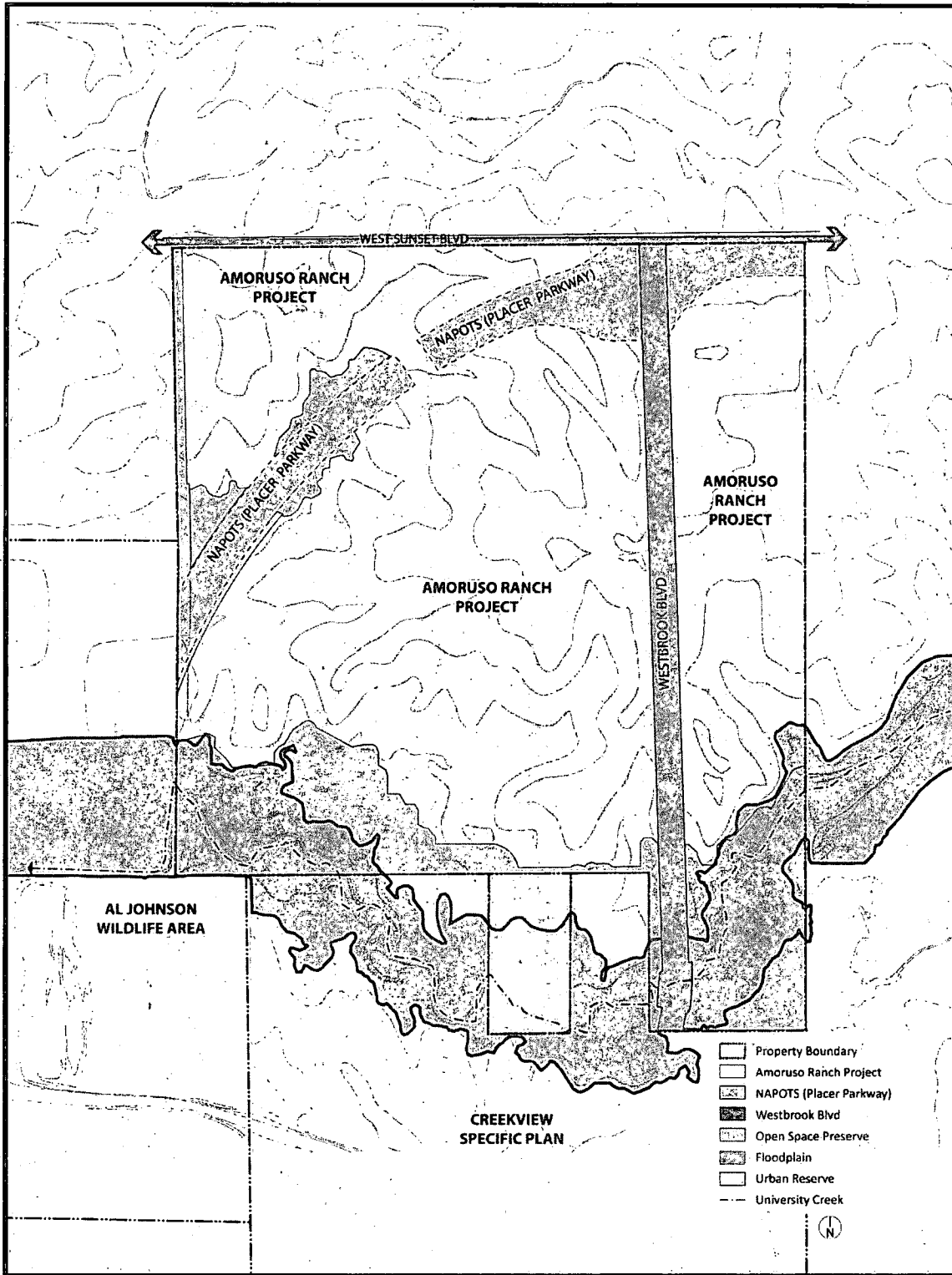


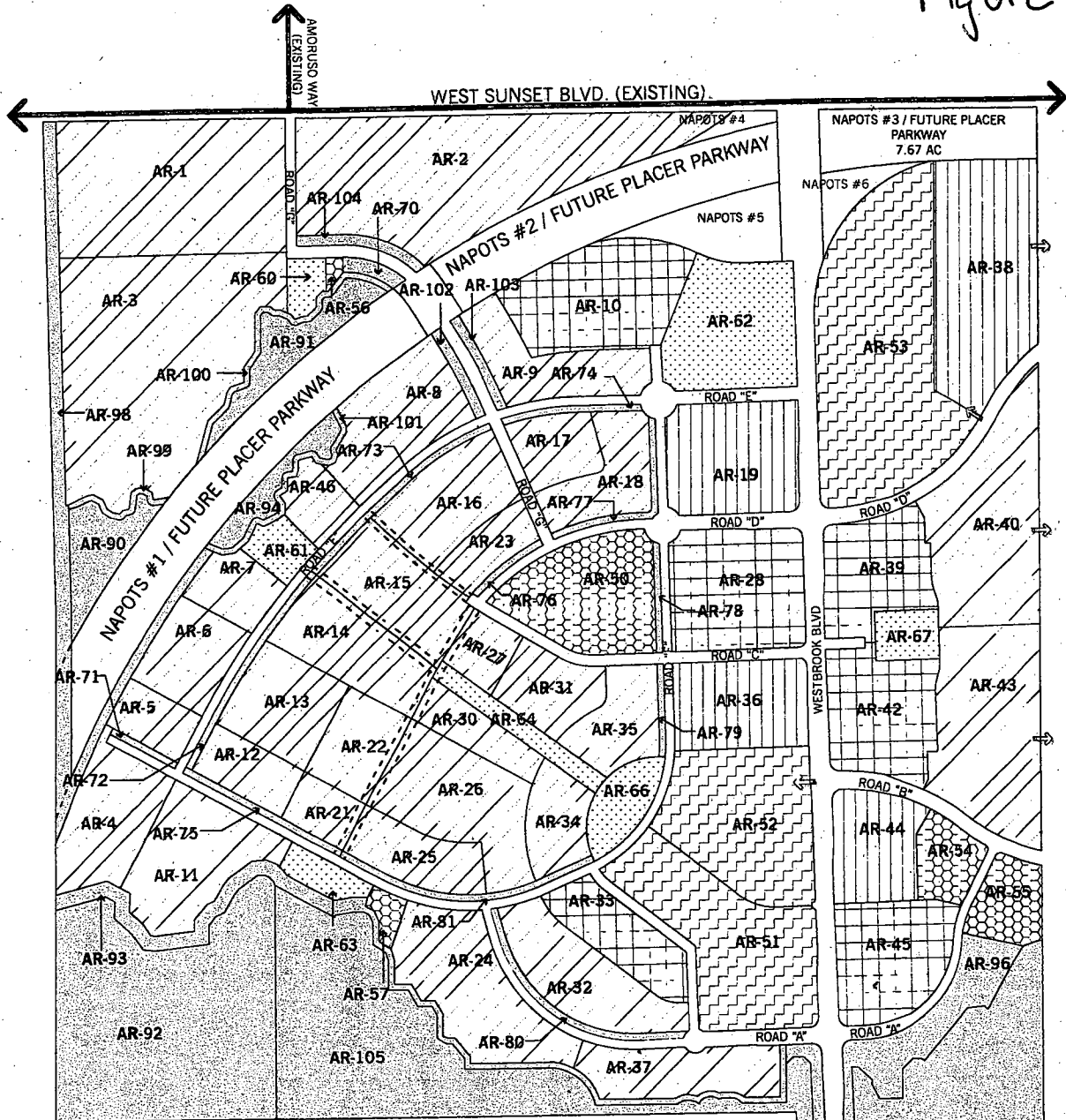
Figure 3 – ARSP Area Opportunities and Constraints

ARSP Area Land Use Plan

The ARSP Area provides for a mix of land uses to achieve the desired community form and objectives. These land use designations include low-, medium- and high density residential uses; commercial and office uses; which in some cases are sited with one another and/or with residential uses, public and quasi-public uses for the schools and civic activities such as a fire station, parks and open space uses, and an urban reserve.

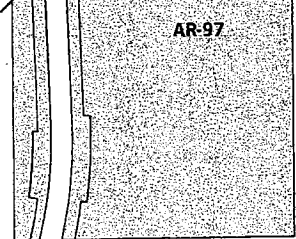
At buildout, the ARSP Area will provide for 2,827 dwelling units; it adds approximately 51 acres of commercial retail and office land uses, and provides approximately 22-acres of parks and 146-acres of open space. The ARSP Area Land Use Plan is shown in Figure 4.

Figure 4



- LOW DENSITY RESIDENTIAL (LDR) (0.5-6.9 D.U./AC)
- MEDIUM DENSITY RESIDENTIAL (MDR) (7.0-12.9 D.U./AC)
- HIGH DENSITY RESIDENTIAL (HDR) (13.0-30.0 D.U./AC)
- COMMUNITY COMMERCIAL (CC)
- PUBLIC/QUASI PUBLIC (P/QP)
- PARKS AND RECREATION (P/R)
- OPEN SPACE (OS)
(PRESERVED OPEN SPACE/GENERAL OPEN SPACE/PASEOS)
- URBAN RESERVE (UR)
- MISC. ROADS
- NAPOTS (NOT A PART OF THIS SUBDIVISION)

Map key
AR-1: Parcel Number
LDR: General Plan Designation
100: Allocated Dwelling Units
12.00 AC: Parcel Acreage
RS: Zoning Designation
----- Anticipated Local Streets



AMORUSO RANCH - 15_0904 LAND USE PLAN

BROOKFIELD RESIDENTIAL, ROSEVILLE, CA

EXCEL FILE: 15_0904 LAND USE PLAN
 AUTO CAD: 15_0904_AR_base

JOB NO. 316.002

DATE 09-04-2015

DAHLLIN group

5865 Owens Drive
 Pleasanton, CA 94588
 925-251-7200



BASELINE WATER USE ESTIMATION

The calculation of the baseline water use estimation was established based on the land use designations developed as part of the ARSP Area Land Use Plan shown on Figure 4.

The baseline water use for the project was established using the City's standard water use factors, as developed for the City by MWH in 2006. The City of Roseville employs standard demand factors for residential land uses of varying densities, as well as standard demand factors for commercial/other land uses. The residential demands are presented as gallons per day (GPD) per dwelling unit (DU), and the commercial/other demands are presented as GPD per acre. The City's demand factors are listed in Table 1.

**Table 1
Amoruso Ranch Specific Plan
Water Conservation Plan
City of Roseville Demand Factors**

General Plan Land Use Category	Average Day Demand
Residential GPD/DU	
LDR1: < 3.5 DU / Acre	728 GPD/DU
LDR2: > 3.5 to 5 DU / Acre	600 GPD/DU
LMDR1: > 5 to 6 DU / Acre	521 GPD/DU
LMDR2: > 6 to 8 DU / Acre	430 GPD/DU
MDR: > 8 to 12 DU / Acre	323 GPD/DU
HDR1: > 12 to 16 DU / Acre	288 GPD/DU
HDR2: > 16 DU / Acre	177 GPD/DU
Non-Residential GPD/Acre	
Commercial / Retail	2598 GPD/Acre
Business Professional	2598 GPD/Acre
Light Industrial	2598 GPD/Acre
Industrial	2562 GPD/Acre
Railroad Yard	109 GPD/Acre
Elementary School	3454 GPD/Acre
High School	4068 GPD/Acre
Public (Fire Station, etc)	1780 GPD/Acre
Park / Recreation	2988 GPD/Acre
Open Space / ROW	0 GPD/Acre
Vacant	0 GPD/Acre

Utilizing the City's demand factors, the estimated annual water use for the Low-, Medium- and High-Density Residential units proposed within the ARSP Area have been calculated. The basis of the Low-, Medium- and High-Density Residential water use is presented within Table 2.

Table 2
Amoruso Ranch Specific Plan
Water Conservation Plan
Water Use Estimation – LDR, MDR and HDR

Land Use Category Density	Number of Units	Average Day Demand (GPD/DU)	Total Average Day Demand (GPD)	Total Average Day Demand (AFY)	Total Average Day Demand with 2% (AFY) ¹
LDR1: < 3.5 DU / Acre	148	728	107,744	120.7	123.1
LDR2: > 3.5 to 5 DU / Acre	116	600	69,600	78.0	79.5
LMDR1: > 5 to 6 DU / Acre	401	521	208,921	234.0	238.7
LMDR2: > 6 to 8 DU / Acre	757	430	325,510	364.6	371.9
MDR: > 8 to 12 DU / Acre	155	323	50,065	56.1	57.2
HDR1: > 12 to 16 DU / Acre	380	288	109,440	122.6	125.0
HDR2: > 16 DU / Acre	760	177	134,520	150.7	153.7
Community Commercial - Village Center – Residential	109	288	31,392	35.2	35.9
Urban Reserve	1	728	728	0.8	0.8
Total	2,827	-	1,037,920	1,162.6	1,185.9

The water use estimation, as established by the City for purposes of water conservation does not distinguish between potable water and recycled water. Table 3 includes a summary of the estimated baseline water demands. Consistent with previous similar analyses completed by the City, a factor for water system losses has not been included in the water conservation calculations. It has, however, been included for informational purposes in both Tables 2 and 3.

¹ Demand accounts for 2% system losses.

Table 3
Amoruso Ranch Specific Plan
Water Conservation Plan
Water Use Factors and Demands

Land Use	Land Use Abbreviation/ Zoning	Total Area (Acres)	Dwelling Unit Count	Water Use Factor	Daily Demand (GPD)	Annual Demand (AFY)	Annual Demand with 2% (AFY) ¹
Low Density Residential	LDR	248.77	1,302	Varies	660,175	739.5	754.3
Medium Density Residential	MDR	50.27	542	Varies	178,561	200.0	204.0
High Density Residential	HDR	38.13	873	Varies	167,064	187.1	190.9
Community Commercial - Village Center - Residential	CMU-SA (Commercial Mixed-Use - Special Area)	Included On Next Line	109	288	31,392	35.2	35.9
Community Commercial - Village Center - Non-Residential	CMU-SA (Commercial Mixed-Use - Special Area)	27.27	-	2,598	70,847	79.4	80.9
Community Commercial	CC (Community Commercial)	23.85	-	2,598	61,962	69.4	70.8
Open Space (Paseos)	OS	10.71	-	2,988	32,001	35.8	36.6
Open Space (General)	OS	37.24	-	0	0	0	0
Open Space (Preserve)	OS	97.58	-	0	0	0	0
Parks & Recreation	PR	22.14	-	2,988	66,154	74.1	75.6
Public / Quasi Public (school)	P/QP (School)	9.62	-	3,454	33,227	37.2	38.0
Public / Quasi Public (Fire Station & Utility Site)	P/QP	7.61	-	1,780	13,546	15.2	15.5
Urban Reserve	UR	20.00	1	728	728	0.8	0.8
Rights-of-Way	ROW	52.04	-	0	0	0	0
Not a Part of This Subdivision	NAPOTS	49.16	-	0	0	0	0
Total		694.4	2,827	-	1,315,659	1,473.7	1,503.2

¹ Demand accounts for 2% system losses.

SINGLE FAMILY RESIDENTIAL WATER USE DISTRIBUTION

Single family residential water use for land use designations for Low-, Medium- and High-Density (LDR, MDR and HDR) parcels can be further divided by the use within the home and the landscape irrigation demands outside of the home.

Table 4 represents the typical single family residential water usage that would be attributable to residential units within the land use designation of LDR and MDR. The percentage of total use will have a different distribution for HDR primarily attributable to the reduction in irrigated landscaped area.

Table 4
Amoruso Ranch Specific Plan
Water Conservation Plan
Single Family Residential Water Usage

Residential Use	Percentage of Total ¹
Landscaping	51%
Toilets	13%
Faucets, Cooking, Cleaning	10%
Showers	9%
Clothes Washing	8%
Bath	6%
Toilet Leaks	2%
Dishwasher	1%

Based on historic data the typical split between backyard and front yard irrigation of typical LDR and MDR parcels is approximately sixty-four, with 60% of the landscape irrigation demand attributable to the backyard and 40% of the landscape irrigation attributable to the front yard. This is the result of typically smaller front yards than backyards along with less

¹ Percentage of total water use was derived from information obtained from the City of Roseville Frequently Asked Questions (FAQ) on the subject of water conservation.

landscape area in the front yard due to driveways and walks. Utilizing this ratio of front yard to backyard irrigation use, results in a further breakdown of the 51% total water use to 20.4% for the front yards and 30.6% for the backyards. The separation of front yard and backyard irrigation demands for LDR and MDR parcels allows analysis and application of different conservation measures between the two distinct areas.

The HDR units typically do not have front yard and backyard irrigation demand; however, there are common area irrigation demands that are attributable to HDR units. Average planning numbers for irrigation demands for HDR units is 20% of the estimated overall water usage. This value is expressed as 20% of the annual irrigation demand and not based on designation of demands split between front and back yard area designations. Table 5 presents a summary of demands based on the assumptions listed above.

Table 5
Amoruso Ranch Specific Plan
Water Conservation Plan
Residential Irrigation Water Demands

Land Use	Annual Demand (AFY)	Annual Demand Front Yard (AFY)	Annual Demand Backyard (AFY)	Annual Total Irrigation Demand (AFY)
Low Density Residential	739.5	150.86	226.29	377.15
Medium Density Residential	200.0	40.80	61.20	102.00
High Density Residential ¹	187.1	N/A	N/A	37.42
Urban Reserve	0.8	0.16	0.24	0.40
Total	1,127.4	191.82	287.73	516.97

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

WATER USE REDUCTION STRATEGIES

A series of implementable water use reduction strategies have been identified for the ARSP Area. These strategies are discussed in more detail in the following subsections of this document, including the estimated percentage of water use reduction.

The water use reduction strategies identified for the ARSP Area include:

- Reduction of Residential Turf Areas
- Reduction of Park and Recreation and Common Area Turf (Non-Residential)
- Irrigation Management
- Water Conservation Methods

REDUCTION OF RESIDENTIAL TURF AREAS

As represented in the previous sections and tables, turf areas account for a significant portion of the water demand of the residential development. In turn, this correlates to one of the greatest opportunities to reduce the projected water demands. The ARSP project will adopt a strategy to encourage the new residential developments to reduce the magnitude of front yard turf areas and plant these areas with vegetation that uses far less water.

The City of Roseville estimates that for a same sized area of turf, in comparison to utilization of low-water consumption vegetation, could result in a savings of up to 70% in the amount of water required. Therefore, 30% of the amount of water would be required for the low consumption vegetation as compared to the lawn area's water demand.

Low water consumption vegetation, benefits not only from the reduced requirement for uptake by the plants, it also benefits from more efficient landscape irrigation systems. Low water consumption vegetation is typically irrigated by drip systems, as opposed to overhead spray systems for lawn and turf areas.

Typical front yard landscaping generally ranges between 75% and 85% irrigated area. For purposes of this analysis, the low-point of 75% irrigated area has been selected with 70% being lawn area and the remaining irrigated area being lower water using plants and planters.

It is reasonable to reduce irrigated lawn areas from 70% of the typical front yard for LDR and MDR, as well as reduce the common area lawns on HDR, to 42%. This results in an increase of low water consumption vegetation from 5% to 33%. An example of the potential reductions in turf area is shown in Figure 5. The comparisons of water demands for irrigation are shown in Table 6.

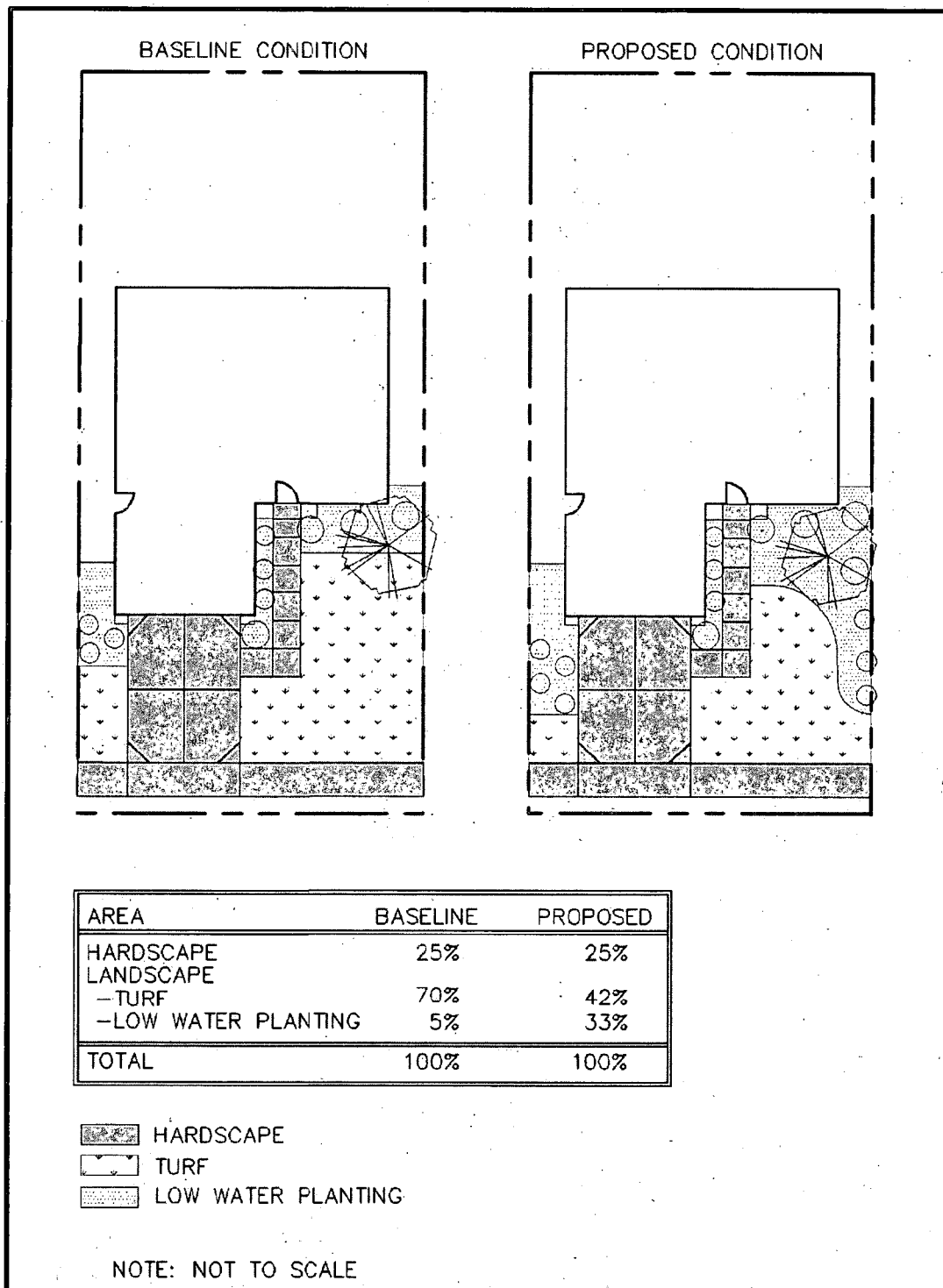


Figure 5 – Front Yard Water Conservation Comparison

Table 6
Amoruso Ranch Specific Plan
Water Conservation Plan
Reduced Landscape Turf Area

Land Use	Front Yard Irrigated Area ¹	Base Condition		Base Condition with Water Conservation	
		Turf Area	Low Water Use Area	Turf Area	Low Water Use Area ²
LDR, MDR and HDR ³	75%	70%	5%	42%	33%

Table 7 is a comparison of the water use efficiencies that result from reduction in front yard turf areas. Since assumptions are based on similar reductions in turf areas for LDR, MDR and HDR product types, the water demands have been combined for presentation.

Table 7
Amoruso Ranch Specific Plan
Water Conservation Plan
Front Yard Irrigated Area Water Efficiencies

Land Use	Annual Demand Front Yard (AFY) ⁴	New Front Yard Demand (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Residential Properties LDR and MDR	191.82	139.24	52.58	27.4%	Potable
HDR	37.42	27.16	10.26	27.4%	Recycled
Total	229.24	166.40	62.84	27.4%	

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

For the annual front yard turf demand, as calculated for low and medium density residential land uses, 75% of the front yard is landscaped with 70% turf and 5% low water use plantings. Since low water use plantings use 30% of the water required for turf, this 5%

¹ As a percentage of the front yard.

² Includes 5% existing low water use plantings plus 28% new low water use plantings.

³ Represents the percentage of the entire exterior area for HDR.

⁴ Front yard demand from Table 5. HDR is total since there is not a distinction between front and back yards.

Kimley»»Horn

area is equal to 1.5% turf area water demand. This results in the following annual front yard demands:

Turf (LDR & MDR):

$$191.82 \text{ AFY} * \left(\frac{70\%}{71.5\%} \right) = 187.80 \text{ AFY}$$

Low Water Use (LDR & MDR):

$$191.82 \text{ AFY} * \left(\frac{1.5\%}{71.5\%} \right) = 4.02 \text{ AFY}$$

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

Reduced Demand Equation (LDR & MDR):

$$187.80 \text{ AFY} * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 4.02 \text{ AFY} = 139.24 \text{ AFY}$$

The same equations were generated for the HDR parcels as follows:

Turf (HDR):

$$37.42 \text{ AFY} * \left(\frac{70\%}{71.5\%} \right) = 36.63 \text{ AFY}$$

Low Water Use (HDR):

$$37.42 \text{ AFY} * \left(\frac{1.5\%}{71.5\%} \right) = 0.79 \text{ AFY}$$

Reduced Demand Equation (HDR):

$$36.63 \text{ AFY} * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 0.79 \text{ AFY} = 27.16 \text{ AFY}$$

REDUCTION OF PARK AND RECREATION AND COMMON AREA TURF (NON-RESIDENTIAL)

In addition to the turf areas for residential properties there are additional and significant turf areas throughout a typical development. These areas include the parks, irrigated paseos, commercial centers and school play fields. The estimated turf irrigation demand at each of these uses is as follows:

- It is estimated that parks utilize approximately 98% of their water demand for irrigation and 80% of their irrigated area for turf. This area is assumed to be reduced to 60% with the conversion of turf area (20%) to low water consumption vegetation or other uses.
- For the Roseville area, low water plantings were assumed to use 30% of the water used on turf (a 70% water savings).
- Low water use areas will utilize low volume irrigation systems like a drip or spray system (such as Netafim) designed to achieve a uniformity of 90% rather than an overhead spray irrigation system.
- Paseos are estimated to utilize 100% of their water demand for landscape irrigation. 80% of the paseo area is irrigated turf area. This area is assumed to be reduced to 60% with the conversion of turf area (20%) to low water consumption vegetation or other uses.

Based on these assumptions the water use efficiencies for the parks and paseos have been calculated and are presented in Table 8.

**Table 8
Amoruso Ranch Specific Plan
Water Conservation Plan**

Non-Residential Irrigated Area Water Efficiencies

Land Use	Annual Water Demand (AFY) ¹	Annual Irrigation Demand (AFY)	Base Turf Area	New Turf Area	Low Water Use Area	New Irrigation Demand (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Park	4.3	4.21	80%	60%	20%	3.48	0.73	17.3%	Potable
Parks	69.8	68.40	80%	60%	20%	56.43	11.97	17.5%	Recycled
Paseos	4.8	4.80	80%	60%	20%	3.96	0.84	17.5%	Potable
Paseos	31.0	31.00	80%	60%	20%	25.58	5.42	17.5%	Recycled
Total	109.9	108.41				89.45	18.96	17.5%	

The new irrigation demand for the Parks is calculated as follows:

$$\frac{68.40 \text{ AFY} * 60\%}{80\%} = 51.30 \text{ AFY}$$

Demand remaining after turf reduction:

$$68.40 \text{ AFY} - 51.30 \text{ AFY} = 17.10 \text{ AFY}$$

Low water plants use 30% of turf demand:

$$17.10 \text{ AFY} * 30\% = 5.13 \text{ AFY}$$

New irrigation demand:

$$51.30 \text{ AFY} + 5.13 \text{ AFY} = 56.43 \text{ AFY}$$

Similarly the new irrigation demand for the Paseos is calculated as follows:

$$\frac{31.00 \text{ AFY} * 60\%}{80\%} = 23.25 \text{ AFY}$$

¹Annual water demand derived from Table 3.

Demand remaining after turf reduction:

$$31.00 \text{ AFY} - 23.25 \text{ AFY} = 7.75 \text{ AFY}$$

Low water plants use 30% of turf demand:

$$7.75 \text{ AFY} * 30\% = 2.33 \text{ AFY}$$

New irrigation demand:

$$23.25 \text{ AFY} + 2.33 \text{ AFY} = 25.58 \text{ AFY}$$

IRRIGATION MANAGEMENT

Smart and centrally located irrigation controllers restrict irrigation to times and rates necessary to maintain landscaping. They account for changes in the demand for water, which varies with weather patterns, seasonal influences and soil moisture content. In the ARSP, smart irrigation controllers, as defined in WELO, will be required for residential, commercial, and quasi-public parcels subject to turf reduction measures, and centrally controlled irrigation controllers for larger commercial and publicly maintained parcels.

As referenced in previous studies for the City of Roseville, a number of studies have been completed specifically on the conversion to smart irrigation controllers and the resultant water savings. Those studies suggest that water use reductions can be expected between 7% and 41%. This is a wide range of variability. Since ARSP is an entirely new development all significant irrigation applications will employ the use of smart irrigation controllers (per WELO). Therefore, a water use reduction value of 20% has been estimated for purposes of this analysis, consistent with previous analyses completed for similar developments within the City of Roseville. The sample calculation is presented below and the values are summarized in Table 9.

Smart Irrigation Equation:

$$139.24 \text{ AFY} * (80\%) = 111.39 \text{ AFY}$$

**Table 9
Amoruso Ranch Specific Plan
Water Conservation Plan
Smart Irrigation Controller Water Efficiencies**

Land Use	Annual Irrigation Demand (AFY)	New Irrigation Demand w/Controller (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Residential Properties (Front) ¹	139.24	111.39	27.85	20%	Potable
Residential Properties (Back) ²	287.73	230.18	57.55	20%	Potable
Residential Properties (HDR) ³	27.16	21.73	5.43	20%	Recycled
Parks ⁴	3.48	2.78	0.70	20%	Potable
Parks ⁵	56.43	45.14	11.29	20%	Recycled
Paseos ⁶	3.96	3.17	0.79	20%	Potable
Paseos ⁷	25.58	20.46	5.12	20%	Recycled
Total	543.58	434.85	108.73	20%	

WATER CONSERVATION METHODS

There are many water conservation measures that can be implemented throughout the ARSP project. The reality is that a majority of the typical water conservation measures are already required or anticipated to be included in any new projects. These include low flow toilets, low flow shower heads, faucet aerators, etc.

One additional water conservation measure that will be considered for the ARSP project is the inclusion of recirculating hot water systems. Recirculating hot water systems feature a pump on a residential hot water line system which reduces the time necessary to receive hot water at any hot water faucet throughout the home. They provide hot water at the tap

¹ Annual irrigation demand derived from Table 7.

² Annual irrigation demand derived from Table 5.

³ Annual irrigation demand derived from Table 7.

⁴ Annual irrigation demand derived from Table 8.

⁵ Annual irrigation demand derived from Table 8.

⁶ Annual irrigation demand derived from Table 8.

⁷ Annual irrigation demand derived from Table 8.

immediately upon engaging the hot water faucet, eliminating the waste of water as you wait for the water to transition from the cold water in the pipes to hot water. This type of system can be included on all residential units to generate additional water conservation. The amount of water savings with these systems varies based on the number of times hot water is utilized throughout the day. A typical conservative estimate indicates a water savings of approximately 1.25 gallons per use is saved by having "instant" hot water from the recirculation system. We have estimated that on average this would occur six times per day per residential unit, consistent with previous studies for the City of Roseville.

Re-Circulating Hot Water Equation:

$$2,827 \text{ DU} * 7.5 \frac{\text{gal}}{\text{day}} * \frac{\text{AF}}{325851 \text{ gal}} * 365 \text{ day/yr} = 23.75 \text{ AFY}$$

The estimated savings based on the installation of recirculating hot water systems is shown in Table 10.

Table 10
Amoruso Ranch Specific Plan
Water Conservation Plan
Recirculating Hot Water System Water Efficiencies

Land Use	Dwelling Unit Count	Savings per Dwelling Unit (Gal)	Annual Demand Savings (AFY)	Annual Demand Savings (%)	Water System Savings
Residential Units	2,827	7.5	23.75	1.6%	Potable

SUMMARY

A series of water conservation methods have been proposed for implementation as part of the ARSP project. These methods are readily implemented and are consistent with the goals and objectives of the Amoruso Ranch Specific Plan and the City of Roseville.

Table 11 provides a summary of the water conservation measures and their estimated savings in water use. As shown on Table 11, with implementation of all of the measures an estimated conservation of 14.5% of the projected water use would be realized within the ARSP Area.

Table 11
Amoruso Ranch Specific Plan
Water Conservation Plan
Summary of Water Efficiencies

Water Conservation Opportunity	Total Water Demand (AFY)	Rotable Water Savings (AFY)	Recycled Water Savings (AFY)	Annual Demand Savings (AFY)	Annual Demand Savings (%)
Residential Properties Irrigation – Front ¹	1,473.7	52.58	10.26	62.84	4.3%
Non-Residential (Parks, ROW, School) ²		1.57	17.39	18.96	1.3%
Smart Irrigation Controllers ³		86.89	21.84	108.73	7.4%
Recirculating Hot Water System ⁴		23.75	0	23.75	1.6%
Total		164.79	49.49	214.28	14.5%

The actual water conservation savings will be dependent on a number of factors including the participation and adherence by the actual homeowners. Constructing the residential units with a number of these measures already integrated (such as the hot water recirculation systems) will be beneficial to achieving the objective.

For the single-family residential land uses there is anticipated to be 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 homeowners, the promotion of the City's water conservation website, and the availability of City water conservation staff to respond to specific questions. In addition, outreach can include educating homeowners on how to use and set up smart irrigation controllers along with including the installation and integration into their backyard irrigation system.

Guidance and education for the homeowners with regards to the landscaping of front and backyards will also be part of the overall plan including education in conformance with WELO.

¹ Annual demand savings derived from Table 7.
² Annual demand savings derived from Table 8.
³ Annual demand savings derived from Table 9.
⁴ Annual demand savings derived from Table 10.

References

WMH. 2006. *TM 1 - Unit Water Demand Factor Verification and Water Demand Evaluation and Update*. September.



Kimley»Horn

555 Capitol Mall, Suite 300
Sacramento, CA 95814
Phone: 916.858.5800

www.kimley-horn.com

Exhibit N Water Facilities

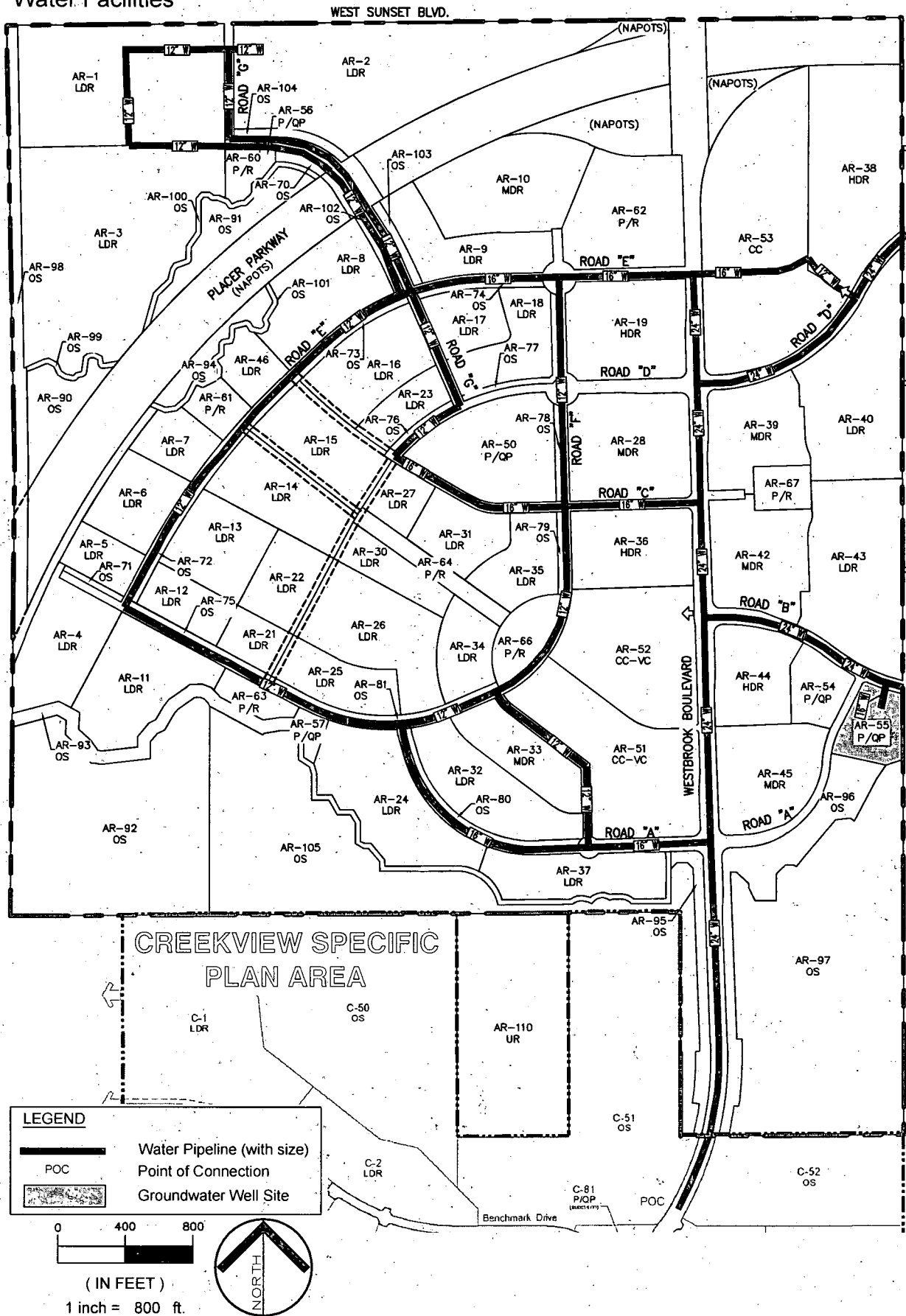
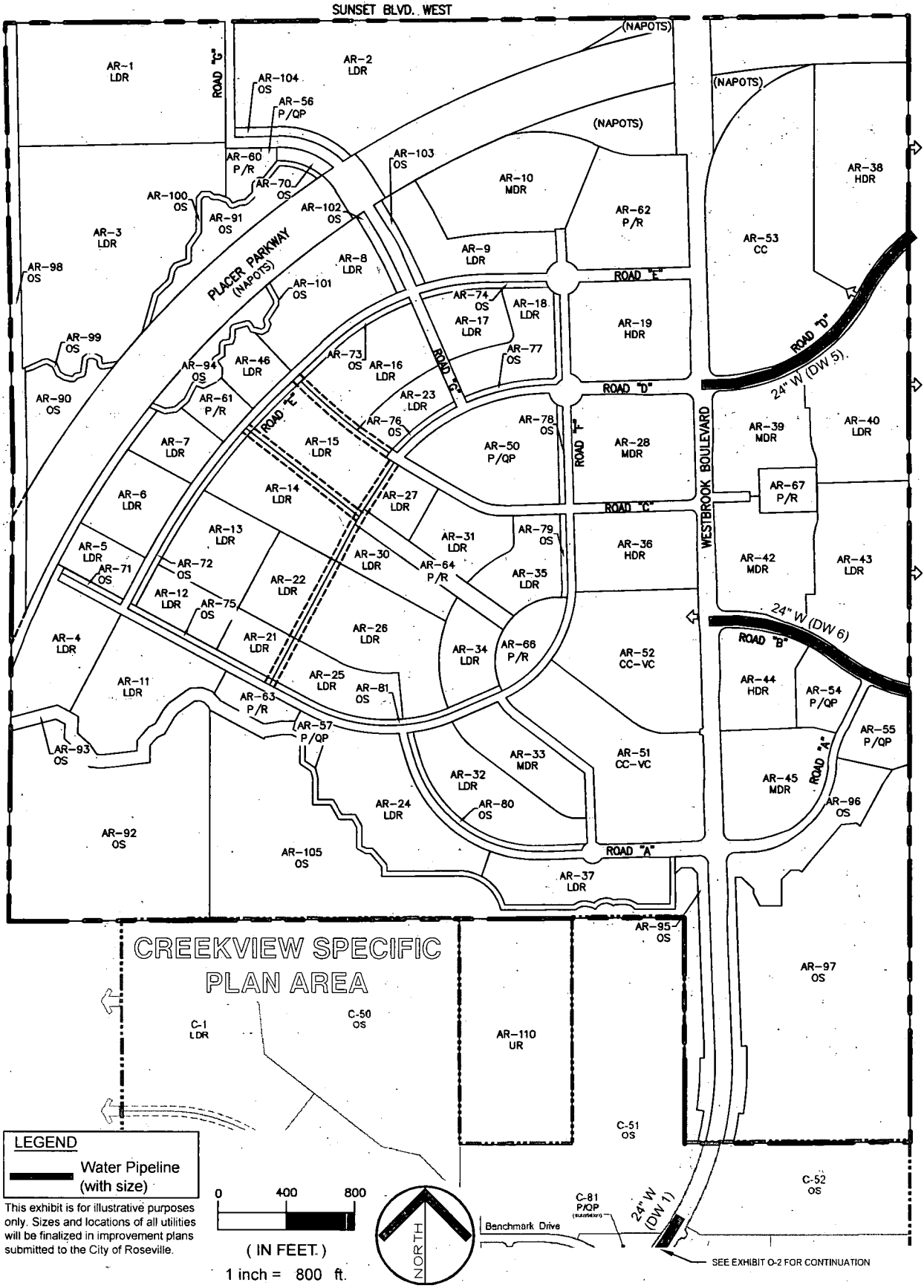


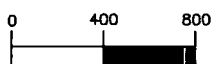
Exhibit O-1 Water Facilities For Reimbursement



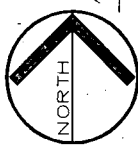
CREEKVIEW SPECIFIC PLAN AREA

LEGEND
 — Water Pipeline (with size)

This exhibit is for illustrative purposes only. Sizes and locations of all utilities will be finalized in improvement plans submitted to the City of Roseville.



(IN FEET.)
 1 inch = 800 ft.

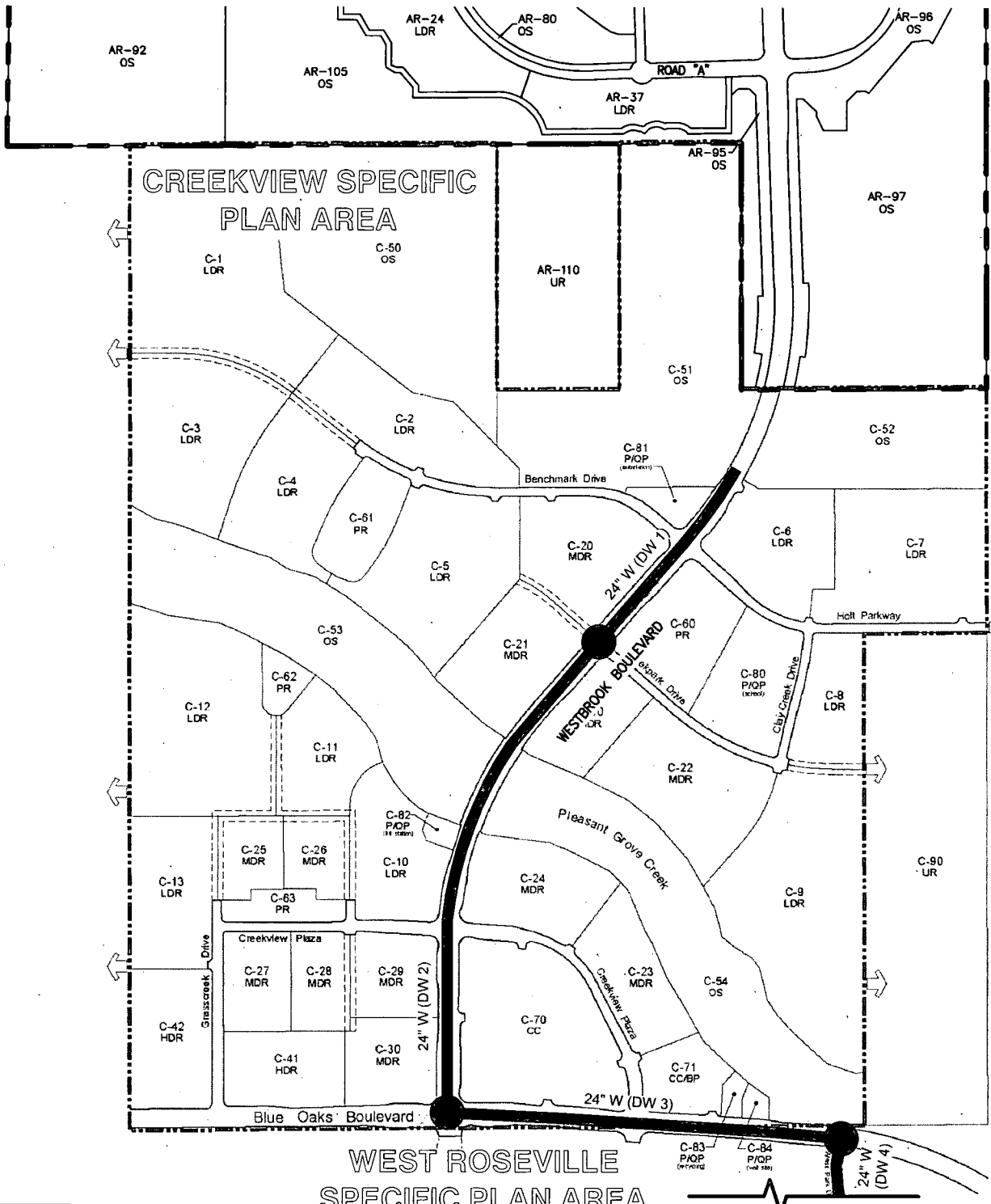


Benchmark Drive

C-81 P/QP (NAPOTS)
 24" W (DW 1)

SEE EXHIBIT O-2 FOR CONTINUATION

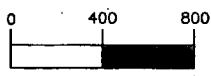
Exhibit O-2
 Offsite Water Facilities For Reimbursement



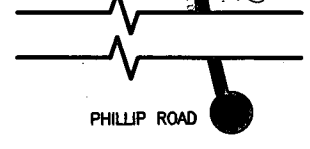
LEGEND

— Water Pipeline (with size)

This exhibit is for illustrative purposes only. Sizes and locations of all utilities will be finalized in improvement plans submitted to the City of Roseville.



(IN FEET)
 1 inch = 800 ft.

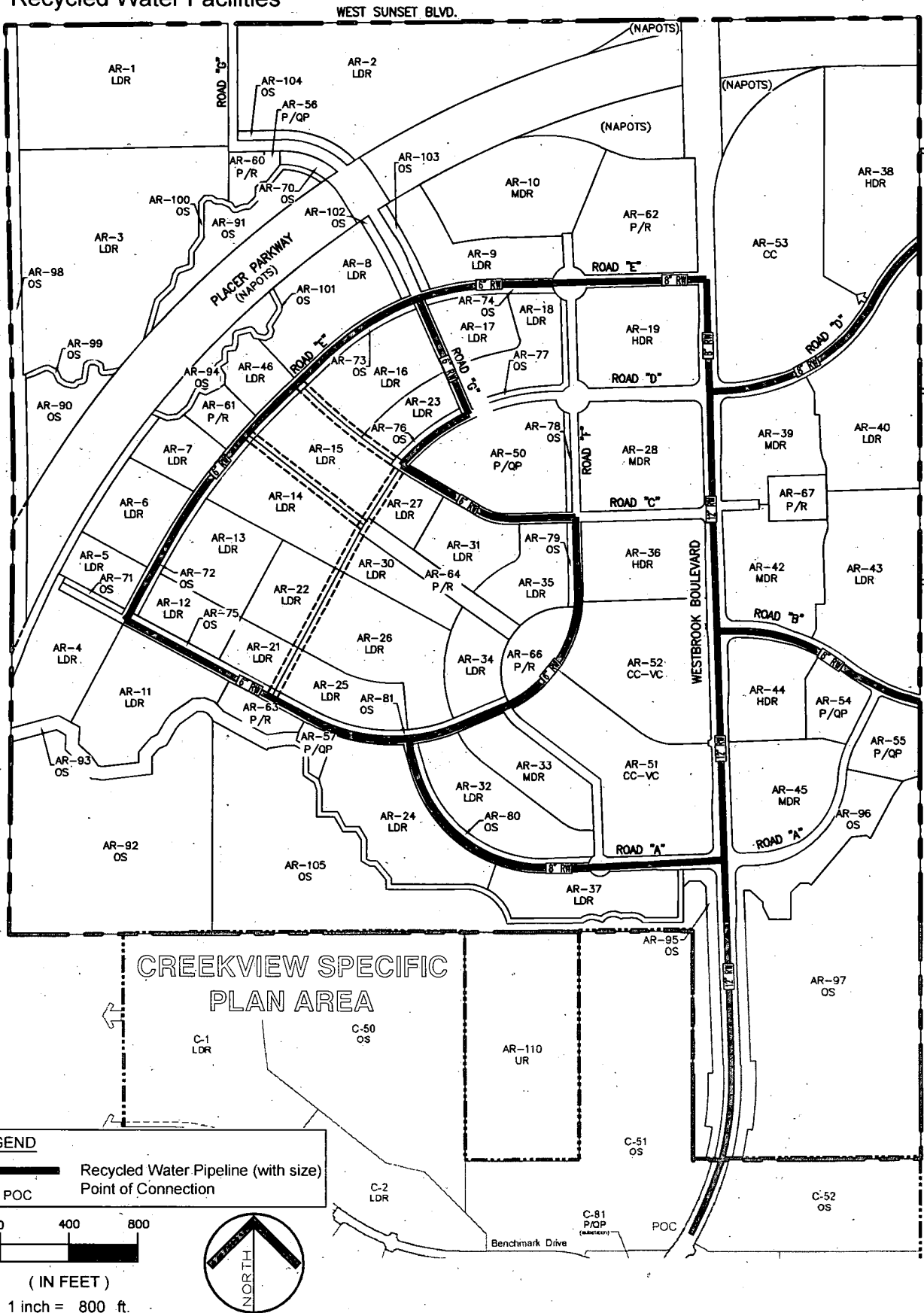


**EXHIBIT O-3
WATER REIMBURSEMENT SCHEDULE**

WATER REIMBURSEMENTS									
Reimbursements From ARSP									
No	Water Segment	Size	Approx. Length	Average Day Demand ARSP Flow (gpm)	Average Day Demand Total Flow (gpm) ⁴	Reimbursable Party	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed
1	DW1	24"	1,210'	932	1,603	CSP	\$ 318,240	58.14%	\$185,028
2	DW2	24"	2,790'	932	1,675	CSP	\$ 815,040	55.64%	\$453,503
3	DW3	24"	2,390'	1,328	3,039	CSP	\$ 630,000	43.70%	\$275,301
4	DW4	24"	Per CSP DA ⁷	78	180	CSP	\$ 389,000	43.33%	\$168,567
Reimbursements to ARSP									
No	Water Segment	Size	Approx. Length	Average Day Demand ARSP Flow (gpm)	Average Day Demand Capacity Total Flow (gpm) ⁵	Reimbursable From	Overall Reimbursement Cost	% Reimbursement ⁶	Reimbursement Owed to ARSP
1	DW5	24"	1,610'	106	TBD	Other 3rd Party	\$ 192,480	TBD	TBD
2	DW6	24"	1,280'	37	TBD	Other 3rd Party	\$ 160,250	TBD	TBD


1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement.
3. No water conservation measures were factored into the analysis.
4. Total flow includes Creekview SP and may include other third parties. See Creekview DA Exhibit U and Exhibit V.
5. Based on the ability to provide water to the potential future Placer Ranch with the 24" water line, Flows to be determined at time of development application for future Placer Ranch.
6. % Reimbursement to be determined at time of development processing for Placer Ranch.
7. Flowrates from Table 5 CSP Exhibit V - Scenario 2.


Exhibit P Recycled Water Facilities

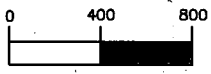


CREEKVIEW SPECIFIC
PLAN AREA

LEGEND

 Recycled Water Pipeline (with size)

 Point of Connection



(IN FEET)
1 inch = 800 ft.

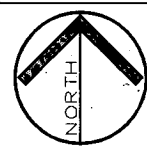
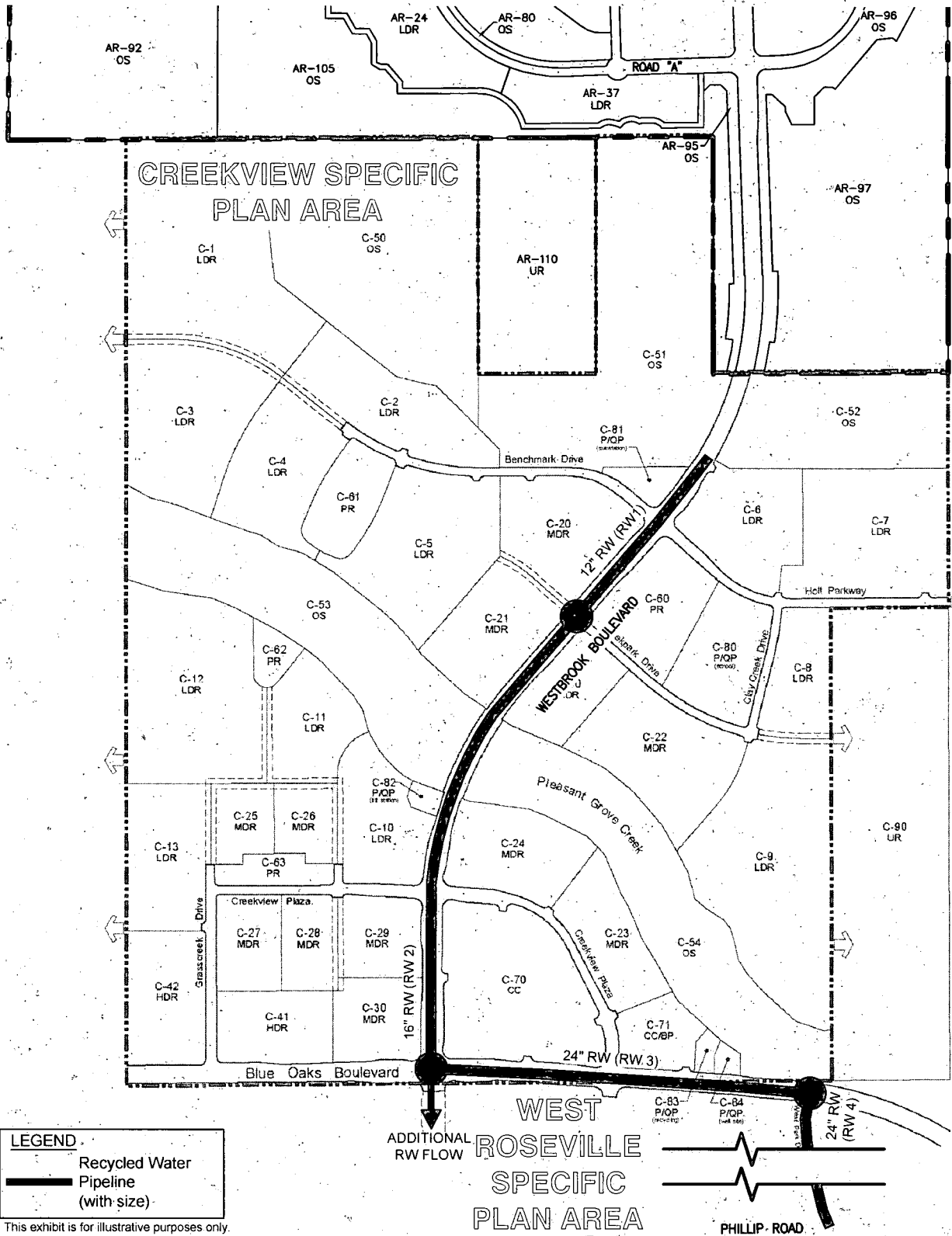
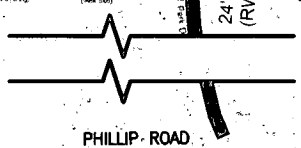
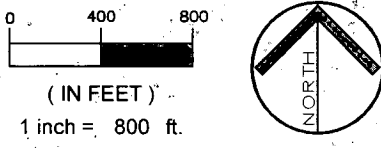


Exhibit Q-1
 Offsite Recycled Water Facilities For Reimbursement



LEGEND
 Recycled Water Pipeline (with size)

This exhibit is for illustrative purposes only. Sizes and locations of all utilities will be finalized in improvement plans submitted to the City of Roseville.



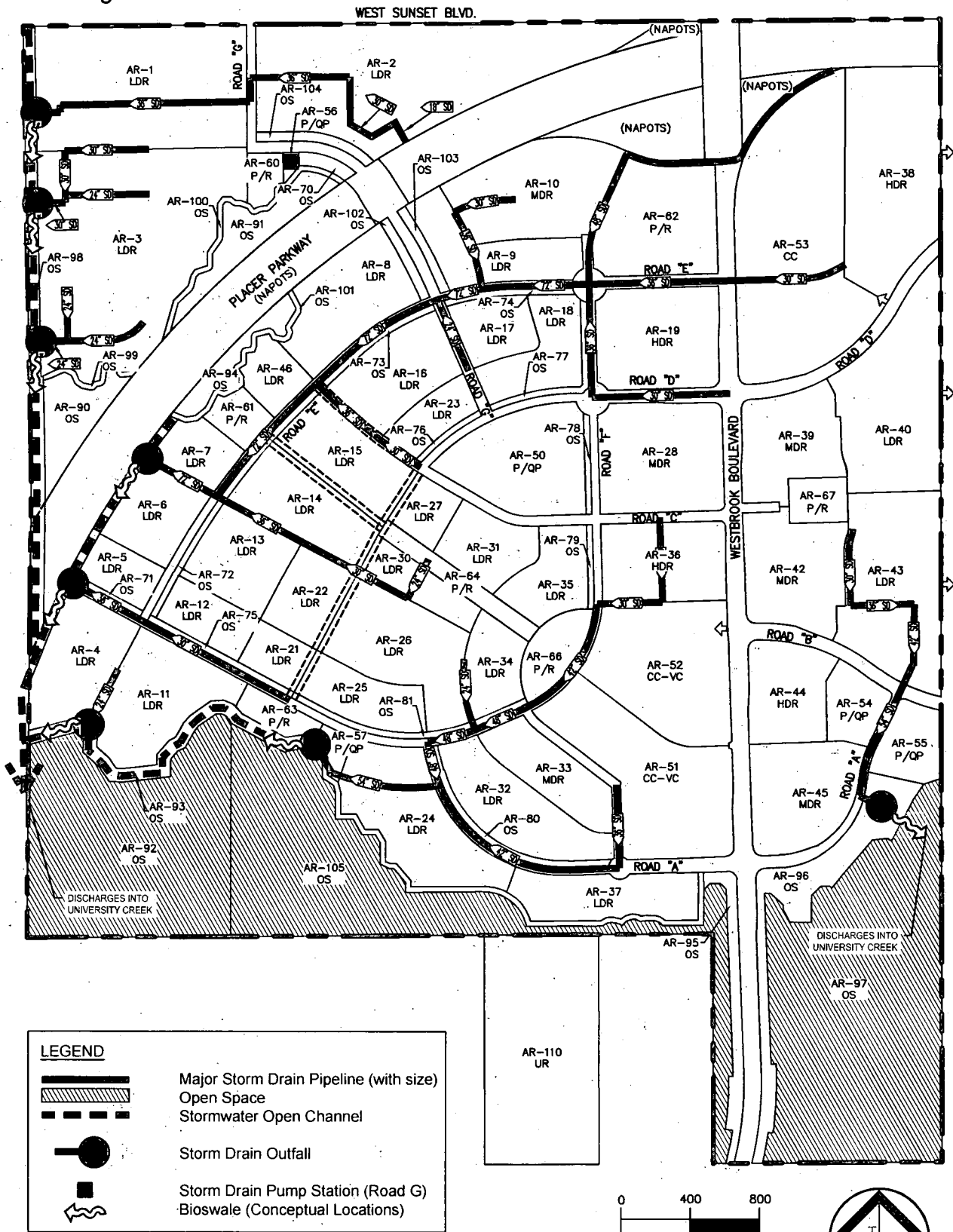
**EXHIBIT Q-2
OFFSITE RECYCLED WATER REIMBURSEMENT SCHEDULE**

RECYCLED WATER REIMBURSEMENTS									
Reimbursements From ARSP									
No	Recycled Water Segment	Size	Approx. Length	Peak Day Demand ARSP Flow (gpm)	Peak Day Demand Total Flow (gpm) ⁴	Reimbursable Party	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed
1	RW1	12"	1,210'	1,726	2,995	CSP	\$ 121,608	57.63%	\$70,082
2	RW2	16"	2,820'	1,726	3,101	CSP	\$ 477,648	55.66%	\$265,856
3	RW3	24"	2,400'	1,726	13,061	CSP	\$ 510,000	13.21%	\$67,396
4	RW4	24"	2,235'	1,726	13,061	CSP/WRSP	\$ 475,000	13.21%	\$62,771

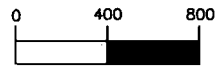
Note:

1. Improvements are subject to annual adjustments for CCI.
2. Reimbursement estimate is based on the Creekview Specific Plan Development Agreement.
3. No recycled water conservation measures were factored into the analysis.
4. Total flow includes Creekview SP and may include other third parties. See Creekview DA Exhibit X and Exhibit Y. Utilized Scenario 2 (CSP Exhibit Y), updated for projected ARSP demands.

Exhibit R Drainage Facilities



LEGEND	
	Major Storm Drain Pipeline (with size)
	Open Space
	Stormwater Open Channel
	Storm Drain Outfall
	Storm Drain Pump Station (Road G)
	Bioswale (Conceptual Locations)



(IN FEET)

1 inch = 800 ft.

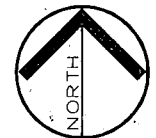
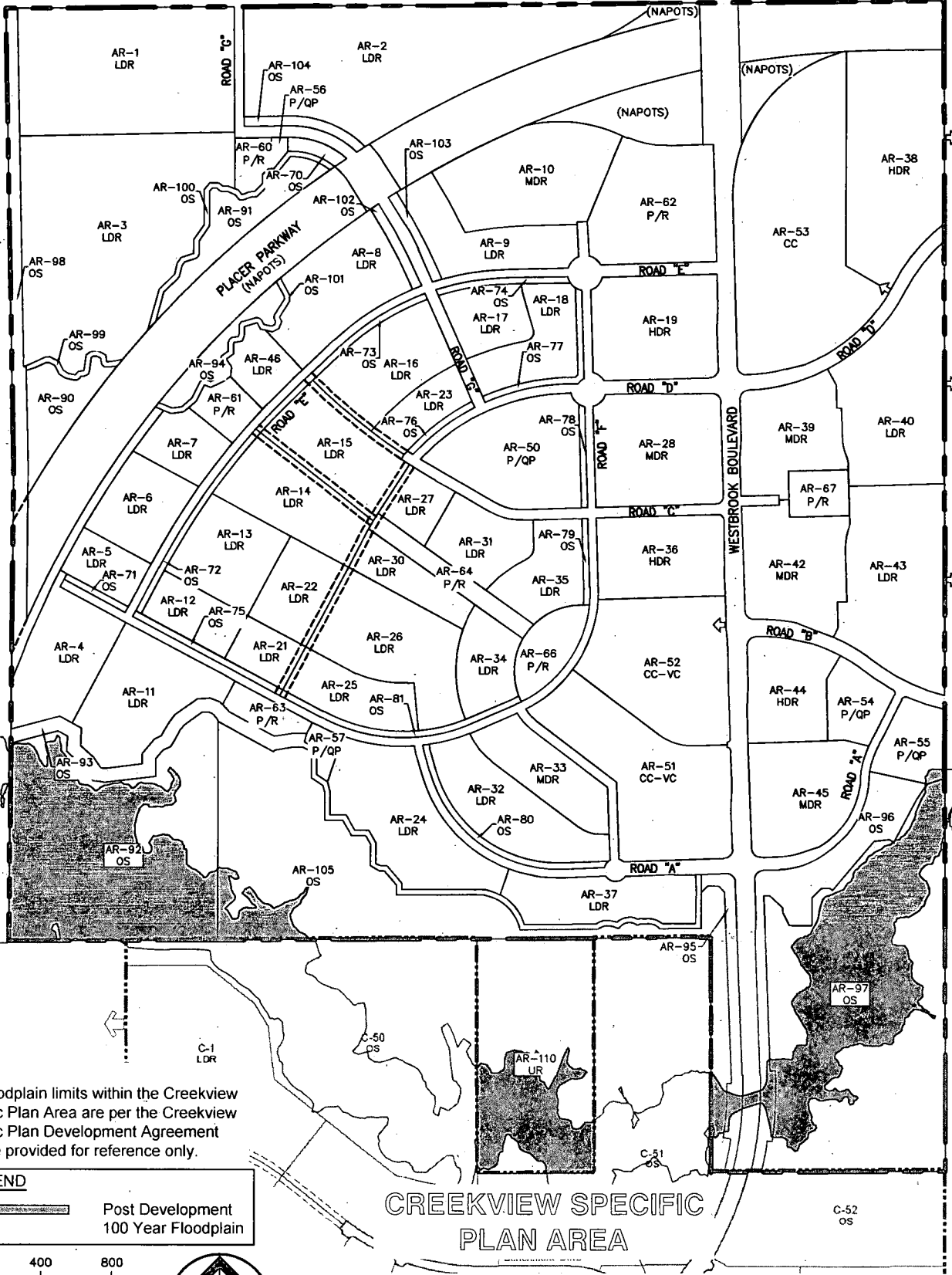



Exhibit S
 Post Development 100 Year Floodplain
 SUNSET BLVD. WEST



Note:
 The floodplain limits within the Creekview Specific Plan Area are per the Creekview Specific Plan Development Agreement and are provided for reference only.

LEGEND

 Post Development 100 Year Floodplain

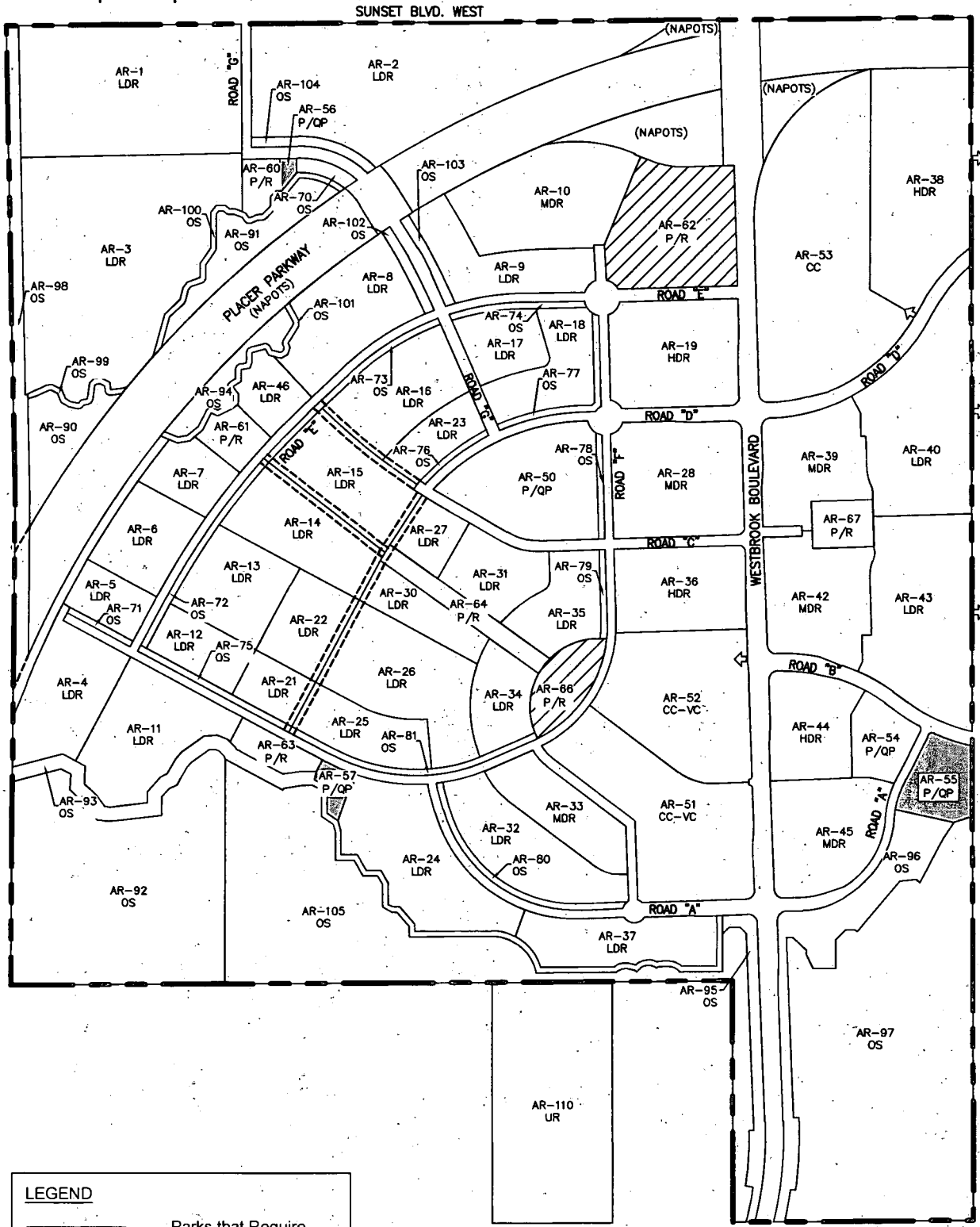


(IN FEET)
 1 inch = 800 ft.

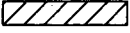



CREEKVIEW SPECIFIC
 PLAN AREA

Exhibit T Fiber Optic Improvements



LEGEND

	Parks that Require Fiber Optics
	Public Parcels that Require Fiber Optics

Fiber optic service to all City facilities will be placed in dedicated conduit, and installed per City Signal Interconnect (SIC) Standards.

0 400 800
(IN FEET)
1 inch = 800 ft.


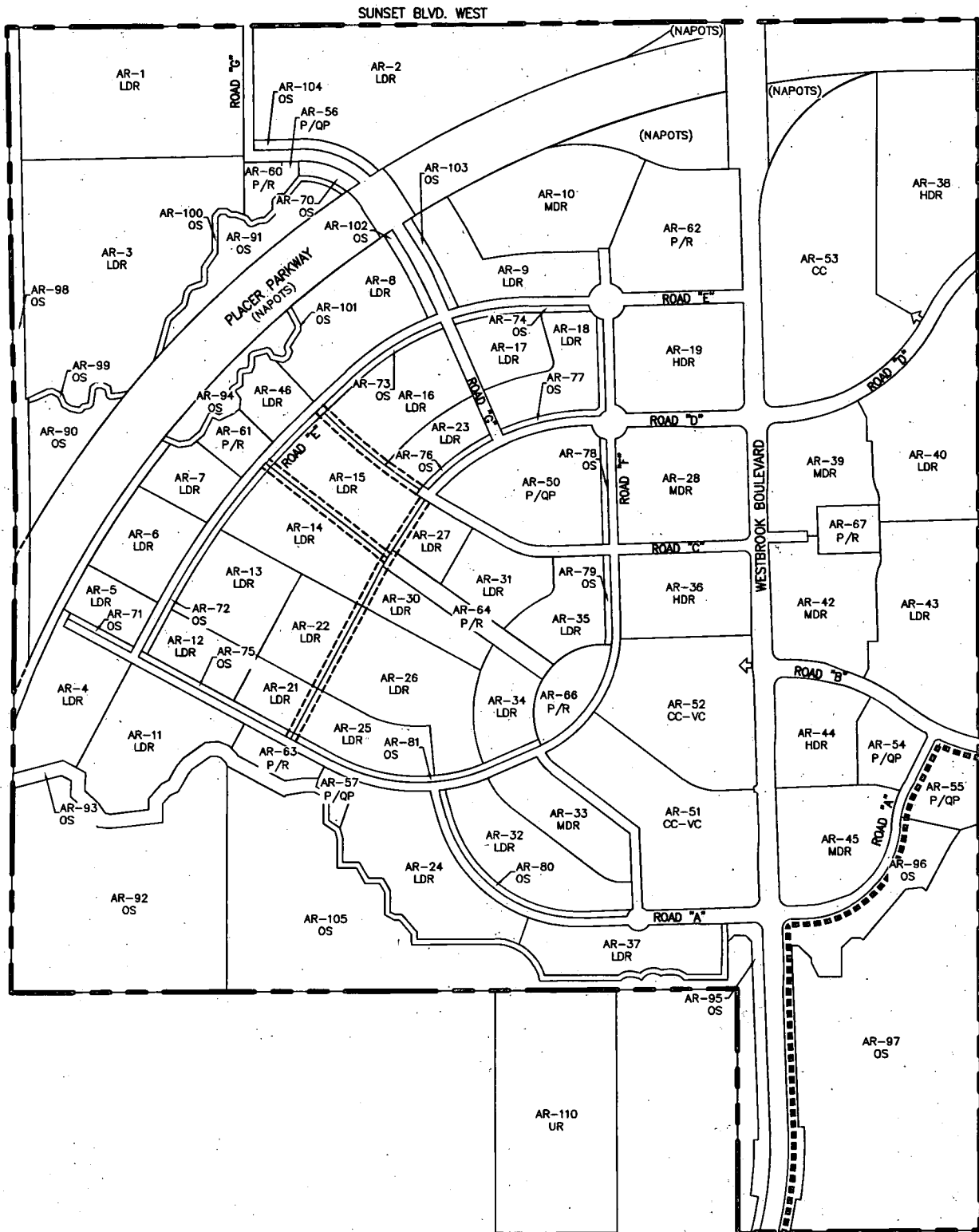
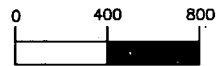


Exhibit U
60kV Easement Areas



LEGEND
 - - - - - 60kV Easement



(IN FEET)
 1 inch = 800 ft.

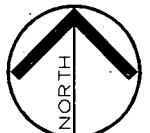
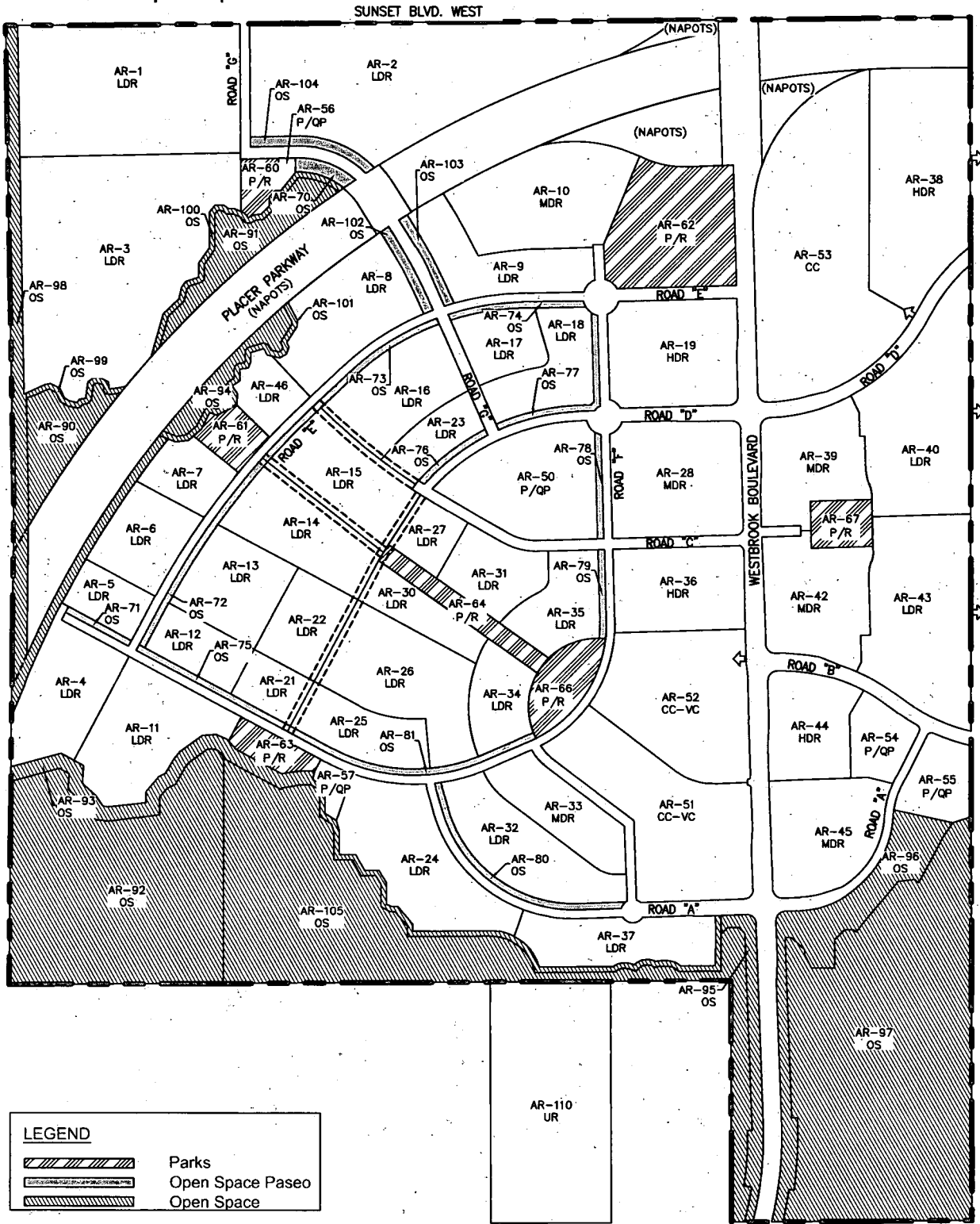


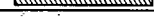
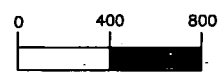


Exhibit V Parks and Open Space



LEGEND	
	Parks
	Open Space Paseo
	Open Space



(IN FEET)
1 inch = 800 ft.

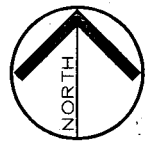


Exhibit W
Parks Financing Plan

Amoruso Ranch
Parks Financing Plan

May 5, 2016

Prepared for:
Brookfield Residential

Prepared By:



DEVELOPMENT PLANNING & FINANCING GROUP, INC.

4380 AUBURN BOULEVARD
SACRAMENTO, CALIFORNIA 95841

Table of Contents

I. Introduction	1
Purpose of Report.....	1
II. Amoruso Ranch Specific Plan	1
Parks and Open Space	1
Bike Trails and Paseos.....	1
III. Neighborhood Park Improvements	2
Facility Costs.....	2
Phasing	2
Funding Strategy – Existing Fee Program.....	2
IV. Citywide Park Improvements	2
Facility Costs.....	2
Funding Strategy – Existing Fee Program.....	3
V. Bike Trail Improvements	3
Phasing	3
Funding Strategy – Developer Built	3
VI. Paseo Improvements	4
Phasing	4
Funding Strategy – Developer Built	4
VII. CFD for Maintenance.....	4

Maps

- Map 1: Parks, Paseos, and Open Space
Map 2: Bike Trails

Tables

- Table 1: Amoruso Ranch Parks Acreage
Table 2: Neighborhood Park Costs
Table 3: Neighborhood Park Cost Allocation
Table 4: Park Fee Revenues by Phase (Neighborhood Park Component)
Table 5: Citywide Park Construction & In-Lieu Costs
Table 6: Citywide Park Cost Allocation
Table 7: Park Fee Revenues by Phase (Citywide Park Component)
Table 8: Ongoing Maintenance and Landscape Costs
Table 9: Allocation of Ongoing Maintenance and Landscape Costs

Appendices

- Appendix A: Cost Estimates: The Collaborative West

I. Introduction

Purpose of Report

This Parks Financing Plan was prepared for the Amoruso Ranch Specific Plan (“Project”) by Development Planning and Financing Group, Inc. (“DPFG”) as a strategy to fund and maintain the parks, bike trails, and paseos that are proposed in the Project. This document is an expansion of the Amoruso Ranch Public Facilities Financing Plan, and provides additional details regarding the costs and funding of neighborhood parks, citywide parks, bike trails, and paseos. The findings will provide a clear understanding of how the parks plan is feasible, the funding structure, and overall costs associated with the Project.

II. Amoruso Ranch Specific Plan

Parks and Open Space

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 parks, 3 acres/1,000 residents for citywide parks, and 3 acres/1,000 residents for open space.

The parks program developed for Amoruso Ranch includes 157 acres of parkland on-site, including open space. The Project meets the neighborhood park and open space dedication requirement with at least 22.14 acres of each, but does not provide a citywide park. The project will pay a Citywide Park Fee which includes funding for park improvements and land (through an in-lieu calculation). Through the Citywide Park Fee, Amoruso Ranch will contribute its fair share to the creation of other planned facilities in the City. **Table 1** shows the required park acreage under the City’s current Master Plan and project population assumptions. The developer is responsible for the budgeted park costs and the developer or City will be responsible for the construction of all the parks.

Seven neighborhood parks have been distributed throughout the Project. **Map 1** shows the location of all the neighborhood parks in the Amoruso Ranch project.

Bike Trails and Paseos

The bike trails and paseos planned within the Project are mainly located along roadways. Bike trails take the form of Class 1, Class 1A, Class 2, and Class 3. Only the Class 1 bike trails are located away from a roadway, and this bike trail class occurs on the south western portion of the Project and along Westbrook Boulevard through the southern open space. The paseos are expanded areas in addition to the normal landscaping along roadways. **Map 1** illustrates the paseos, while **Map 2** shows the bike trails.

III. Neighborhood Park Improvements

Facility Costs

Table 2 shows the total estimated neighborhood park facility costs. The parks program costs are estimated at roughly \$7.1 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 The Collaborative West, and are attached as **Appendix A**.

Phasing

The development of Phase 1 would have park improvements that correspond to the amount of initial residential development. These improvements include five neighborhood parks at a size of 1.72 acres, 1.87 acres, 2.12 acres, 2.0 acres, and 3.04 acres, for a total of 10.75 acres. The estimated facilities cost for the park improvements for Phase 1 is approximately \$3.9 million.

Funding Strategy – Existing Fee Programs

The neighborhood park impact fee funds the neighborhood park improvements in Amoruso Ranch. **Table 3** creates an updated fee for the Project by allocating the total neighborhood 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, using the same methodology as previous specific plans. This was done to create a tiered rate so that an HDR unit is not paying the same amount as an LDR unit.

Table 4 shows the neighborhood park impact fee revenues for Phase 1 and Build out.

IV. Citywide Park Improvements

The Citywide Park Improvement Fee funds the Project's fair share of the construction costs of a citywide park and the Citywide Park Land In-Lieu Fee will provide funding for the purchase of land that was not provided on site for a citywide park.

Facility Costs

Table 5 shows the total facility improvement costs and estimated in-lieu land costs. The Project's share of the citywide facilities costs are calculated by using the current Citywide Park Fee. The base fee for citywide park development is \$2,111. A credit of \$657 has been applied making the citywide park fee for ARSP \$1,454 per unit.

Land Component

The Citywide Park land in-lieu was calculated using the acreage requirement determined in **Table 1**, multiplied by the land appraisal value of \$135,000 per acre. This is the same value used in previous specific plans. A total in-lieu estimate of \$2,988,900 was calculated for the ARSP. The land in-lieu fee per unit for citywide is \$1,058 per unit.

Summary

The total citywide park improvement fee for facility costs and land in-lieu is \$2,512 per unit.

The Citywide Park funds will be used to purchase land and/or build citywide park facilities in other locations throughout the City. Amoruso Ranch is currently not planned for citywide facilities to be built within the plan area.

Funding Strategy - Existing Fee Programs

The Citywide Park fee will fund the citywide park facilities throughout the City, and the in-lieu component will fund future land acquisitions or additional construction. **Table 6** creates the Citywide Park fee for the Amoruso Ranch project by allocating the total costs (construction and in-lieu) on a per residential unit. The costs were spread to the different residential land uses based on the persons per household that vary by unit size, using the same methodology as previous specific plans. This was done to create a tiered rate so that an HDR unit is not paying the same amount as an LDR unit.

Table 7 shows the citywide park fee revenues for Phase 1 and Build out.

V. Bike Trail Improvements

In the Amoruso Ranch project the Class 1 bike trail system is integrated with open space along the south west corner of the development and along Westbrook Boulevard in the open space on the south end of the development. **Map 2** illustrates the proposed bike trails in the project. The Class 1 bike trail system along with the other bike trails incorporated with the roadways (Class 1A, 2, and 3) are all included in the roadway backbone infrastructure costs outlined in the Amoruso Ranch Public Facilities Financing Plan. The developer will build these improvements as required, and as development progresses.

Phasing

The development of the Class 1 bike trail will occur entirely with the Phase 1 development.

Funding Strategy – Developer Built

The bike trail facilities will be built by the developer, without the formation of a fee program. These improvements will be an eligible facility to be funded and/or reimbursed by the project CFD when formed.

VI. Paseo Improvements

The paseos in Amoruso Ranch run along some segments of collector roadways. Paseos are expanded areas, in addition to landscape corridors with grass, trees, landscaping, and contain no facilities. **Map 1** illustrates the proposed layout of the paseos in the project. All of the paseo costs are included in the roadway backbone infrastructure costs outlined in the Amoruso Ranch Public Facilities Financing Plan. The developer will build these improvements as required, and as development progresses.

Phasing

The development of Phase 1 includes paseo improvements within the residential area on Road "E", "F", and Road "A", while the remaining improvements will be built in Phase 2 and 3 along Roads "F", "G", "E", and "D".

Funding Strategy – Developer Built

The paseo facilities will be built by the developer, without the formation of a fee program. These improvements will be an eligible facility to be funded and/or reimbursed by the project CFD when formed.

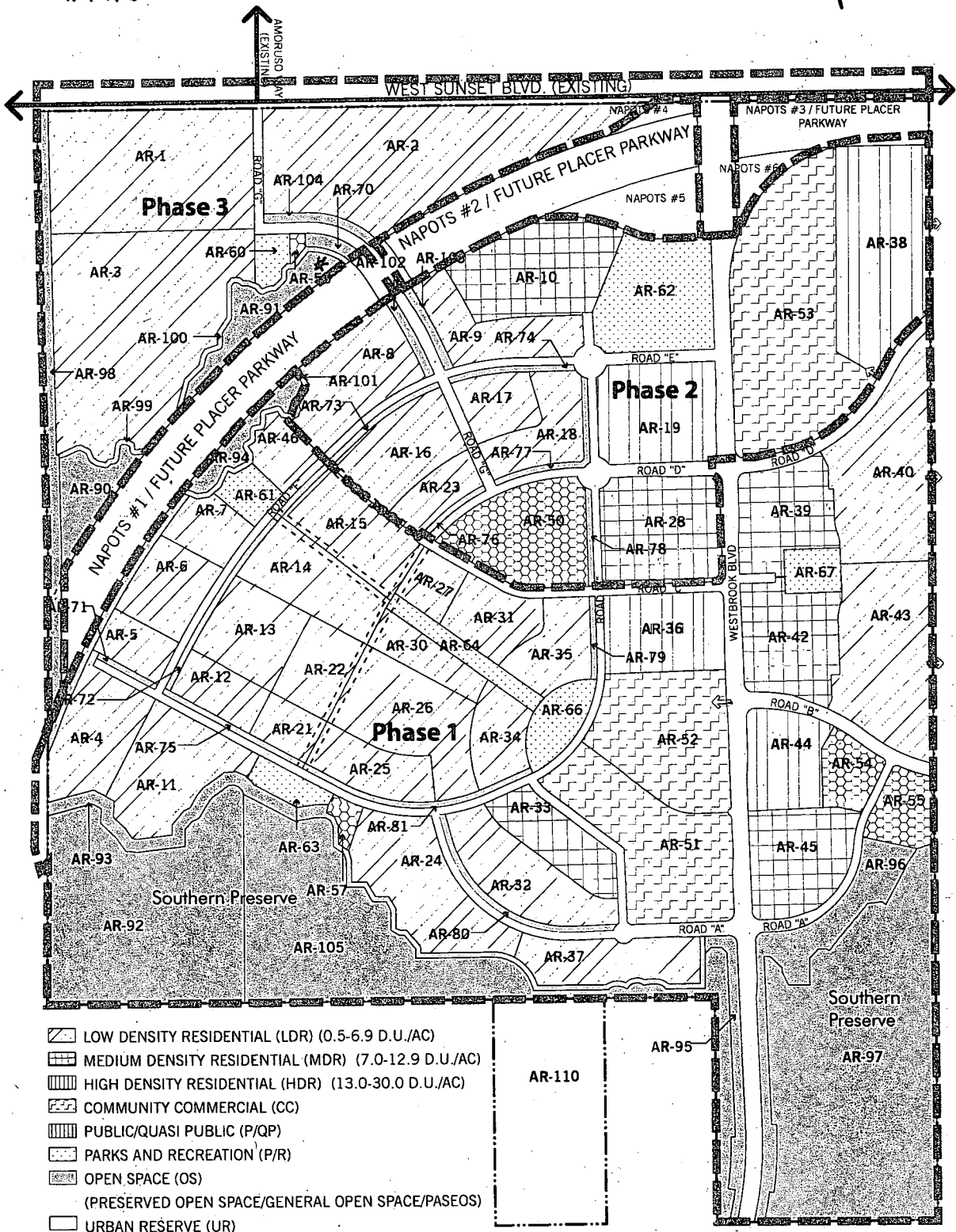
VII. Community Facilities District for Maintenance

The Developer will form a CFD for maintenance to finance the cost of operating and maintaining streets, landscaping, open space, parks, trails, paseos and storm water in the Project. A Rate and Method of Apportionment will be required in establishing a method of tax, a maximum special tax amount, and any escalation factors that will be implemented to allow the annual special tax to keep pace with inflation. **Table 8** details the quantities and cost assumptions to be used in the formation of the CFD with the exception of open space related items, while **Table 9** allocates the costs across the various product types to estimate the special tax amount. An updated Property Analysis Record ("PAR") will be required prior to CFD formation and based on 404 permit conditions, an inventory of all environmentally sensitive/protected areas within the open space, approved improvements, any mitigation requirements, final drainage channel design, vehicular access for maintenance, ultimate width of transition area, all ARSP specific permits, and other requirements/improvements outlined in the Overarching Open Space Management Plan and consistent with state/federal permits.

The maintenance CFD does not include the 645.5 acres of off-site open space. These parcels will be either conveyed to the City, pending agreed upon parameters for acceptance or deeded to a third party entity. If the City accepts these parcels, landowner shall annex these sites into the CFD for maintenance prior to formation. A PAR analysis for the cost of service shall be prepared prior to annexation.

Map 1

* AR-56

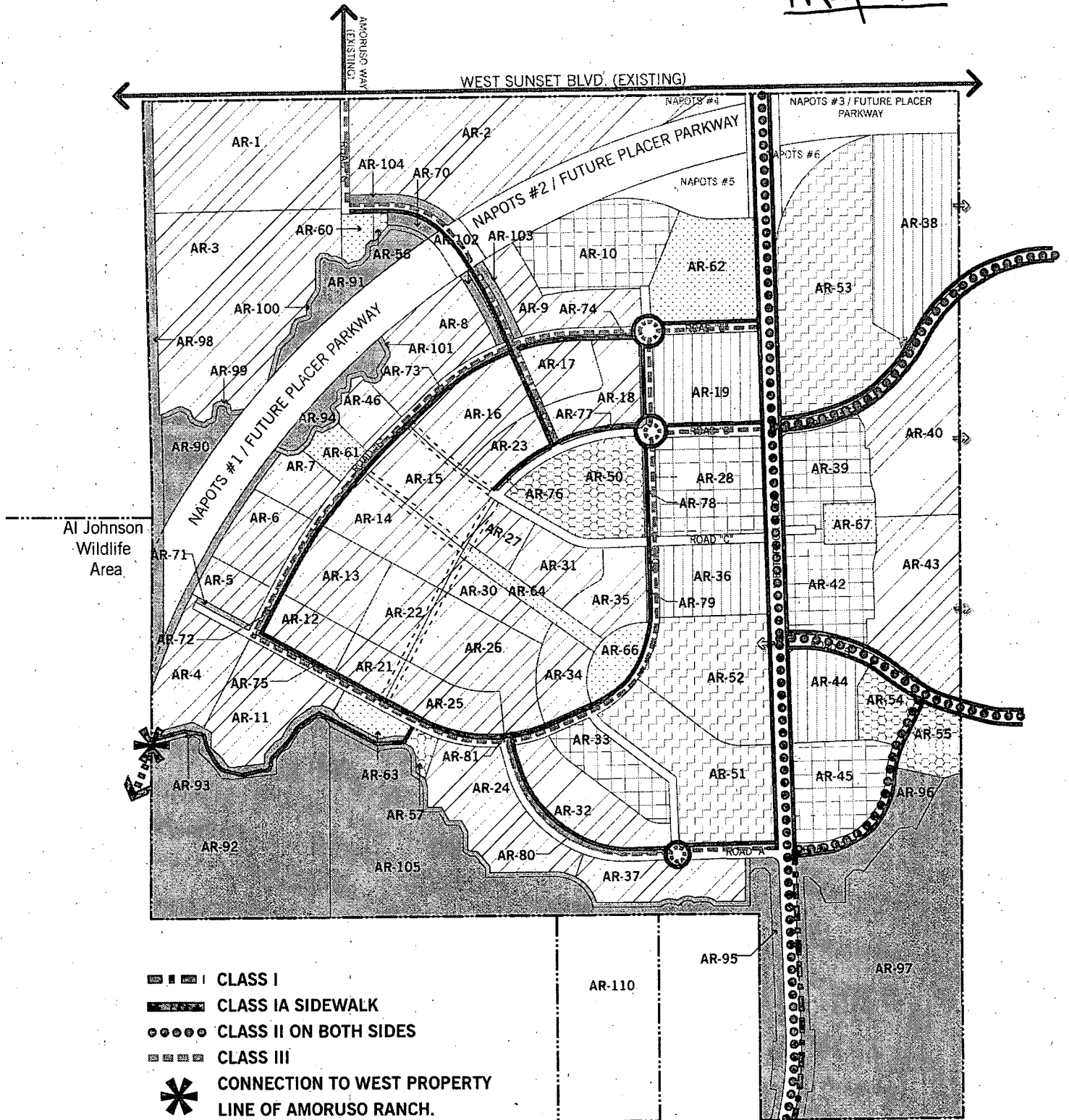


- LOW DENSITY RESIDENTIAL (LDR) (0.5-6.9 D.U./AC)
- MEDIUM DENSITY RESIDENTIAL (MDR) (7.0-12.9 D.U./AC)
- HIGH DENSITY RESIDENTIAL (HDR) (13.0-30.0 D.U./AC)
- COMMUNITY COMMERCIAL (CC)
- PUBLIC/QUASI PUBLIC (P/QP)
- PARKS AND RECREATION (P/R)
- OPEN SPACE (OS)
(PRESERVED OPEN SPACE/GENERAL OPEN SPACE/PASEOS)
- URBAN RESERVE (UR)
- MISC. ROADS
- NAPOTS (NOT A PART OF THIS SUBDIVISION)
- PHASING BOUNDARY

AMORUSO RANCH - Phasing Plan
 BROOKFIELD RESIDENTIAL, ROSEVILLE, CA

JOB NO. 316.002
 DATE 04-26-16
 DAHLIN GROUP
 5865 Owens Drive
 Pleasanton, CA 94588
 925-251-7200

Map 2



- CLASS I
- CLASS IA SIDEWALK
- CLASS II ON BOTH SIDES
- CLASS III
- CONNECTION TO WEST PROPERTY LINE OF AMORUSO RANCH.

AMORUSO RANCH - BIKE CIRCULATION PLAN

Table 1
Amoruso Ranch Specific Plan - Park Financing Plan
Amoruso Ranch Parks Acreage

Park Type	Assumption	Acres Required	Acres Provided	Surplus/ (Deficit)
<i>Population(2.61/pph)</i>	7,376			
Neighborhood Park	3 acres/1,000 pop.	22.14	22.14	0.00
Citywide Park	3 acres/1,000 pop.	22.14	0.00	-22.14
Open Space ²	3 acres/1,000 pop.	22.14	134.81	112.67
Total Park Land		66.30	156.95	

Footnotes:

¹Persons per household per Amoruso Ranch Specific Plan.

²See detailed breakdown of open space acres on Table 8. Credit provided for preserve area and avoidance area only.

Table 2
Amoruso Ranch Specific Plan - Park Financing Plan
Neighborhood Park Costs (2016\$)

Item	Phase 1		Buildout	
	Acres	Amount	Acres	Amount
Neighborhood Park				
AR-60	-	-	1.28	\$374,677.00
Contingency (15%)	-	-		\$56,201.55
Soft Costs (13%)	-	-		<u>\$56,014.21</u>
Subtotal				\$486,892.76
AR-61	1.87	\$411,755.50	1.87	\$411,755.50
Contingency (15%)		\$61,763.33		\$61,763.33
Soft Costs (13%)		<u>\$61,557.45</u>		<u>\$61,557.45</u>
Subtotal		\$535,076.27		\$535,076.27
AR-62	-	-	10.11	\$2,064,735.00
Contingency (15%)	-	-		\$309,710.25
Soft Costs (13%)	-	-		<u>\$308,677.88</u>
Subtotal				\$2,683,123.13
AR-63	1.72	\$520,878.00	1.72	\$520,878.00
Contingency (15%)		\$78,131.70		\$78,131.70
Soft Costs (13%)		<u>\$77,871.26</u>		<u>\$77,871.26</u>
Subtotal		\$676,880.96		\$676,880.96
AR-64	2.12	\$746,150.50	2.12	\$746,150.50
Contingency (15%)		\$111,922.58		\$111,922.58
Soft Costs (13%)		<u>\$111,549.50</u>		<u>\$111,549.50</u>
Subtotal		\$969,622.57		\$969,622.57
AR-66	3.04	\$893,350.00	3.04	\$893,350.00
Contingency (15%)		\$134,002.50		\$134,002.50
Soft Costs (13%)		<u>\$133,555.83</u>		<u>\$133,555.83</u>
Subtotal		\$1,160,908.33		\$1,160,908.33
AR-67	2.00	\$480,750.00	2.00	\$480,750.00
Contingency (15%)		\$72,112.50		\$72,112.50
Soft Costs (13%)		<u>\$71,872.13</u>		<u>\$71,872.13</u>
Subtotal		\$624,734.63		\$624,734.63
Total	10.75	\$3,967,222.76	22.1	\$7,137,238.65

Source: The Collaborative West Opinion of Probable Costs 3/23/2016, & Kimley-Horn.

Table 4
Amoruso Ranch Specific Plan - Park Financing Plan
Park Fee Revenue by Phase (Neighborhood/Community Park Component)

Item	Phase 1 Revenues			Build Out Revenues		
	Units	Rate ¹	Total ¹	Units	Rate ¹	Total ¹
Residential						
Low Density	848	\$2,900.19	\$2,459,363.90	1,302	\$2,900.19	\$3,776,051.65
Medium Density	275	\$2,477.72	\$681,374.15	542	\$2,477.72	\$1,342,926.51
High Density	372	\$2,055.26	\$764,554.89	982	\$2,055.26	\$2,018,260.49
Subtotal Residential			\$3,905,292.94			\$7,137,238.65
Nonresidential						
Community Commercial			\$0.00			\$0.00
Commercial/Mixed Use			\$0.00			\$0.00
Subtotal Nonresidential			\$0.00			\$0.00
Total Fee Program Revenue (Neighborhood Park)			\$3,905,292.94			
Total Neighborhood Park Costs (Table 2)			\$3,967,222.76			
				\$7,137,238.65		

Footnotes:

¹This park significantly serves Phase 2. Early in the absorption of Phase 2 (approximately 21 units), combined with funding from Phase 1, sufficient funding will be available to construct AR-61.

Table 5
Amoruso Ranch Specific Plan - Park Financing Plan
Citywide Park Construction & In-Lieu Costs

	<u>Rate</u>
Citywide Park Fee Base Rate	\$2,111
Land Fee Portion ¹	\$657
Construction Fee Portion	\$1,454
<hr/>	
Amoruso Ranch Citywide Park Construction	
ARSP units	2,826
Construction Fee Portion per Unit	<u>\$1,454</u>
Total Citywide Construction Amount	\$4,109,004
Amoruso Ranch In-Lieu of Park Acreage	
ARSP Citywide Acres Required (per Table 1)	22.14
Land Value per Acre ²	<u>\$135,000</u>
Total In-Lieu Amount	\$2,988,900
Total Citywide Park Funding	\$7,097,904

Footnotes:

¹This portion of the base fee is excluded to avoid double charging, as the ARSP will calculate the in-lieu portion of the fee based on \$135,000/acre.

²Per adopted in-lieu fee for both SVSP and CSP.

Table 6

**Amoruso Ranch Specific Plan - Park Financing Plan
Citywide Park Cost (Construction and In-Lieu) Allocation**

Source	Total	Residential				Non-Residential	
		LDR	MDR	HDR	CMU	CC	CMU
Acres	388.3	248.8	50.3	38.2	5.5	23.9	21.8
Units	2,826	1,302	542	873	109	238,948	237,576
Square Feet	476,524						
Citywide Parks (Construction)	\$4,109,004						
Use Factor		2.61	2.23	1.85	1.85		PPH
Total Use	6,423.09	3,398.22	1,208.55	1,614.71	201.61		
Percentage of Total Use	100%	53%	19%	25%	3%		
Cost Allocated to Use		\$2,173,923.57	\$773,140.80	\$1,032,966.70	\$128,972.93		
Citywide Parks Construction Allocation per Unit/Sq.Ft.		\$1,669.68	\$1,426.46	\$1,183.24	\$1,183.24		
Citywide Parks (In-Lieu)	\$2,988,900						
Use Factor		2.61	2.23	1.85	1.85		PPH
Total Use	6,423.09	3,398.22	1,208.55	1,614.71	201.61		
Percentage of Total Use	100%	53%	19%	25%	3%		
Cost Allocated to Use		\$1,581,317.56	\$562,384.59	\$751,382.61	\$93,815.24		
Citywide Parks In-Lieu Allocation per Unit/Sq.Ft.		\$1,214.53	\$1,037.61	\$860.69	\$860.69		
Total Citywide Park	\$7,097,904	\$2,884.21	\$2,464.07	\$2,043.93	\$2,043.93	\$2,043.93	

Footnotes:

The persons per household ("PPH") use factor assumed here, matches the average PPH of the City with an LDR unit. To create a tiered fee, the assumed PPH for the MDR and HDR land uses are then shown at a reduced amount. This methodology is consistent with what was done in the prior SVSP and CSP. The prior specific plans used an average PPH of 2.54, and thus land uses were assigned a PPH of 2.54 (LDR), 2.17 (MDR), and 1.8 (HDR). The updated factors assume the same percentage allocation of costs by land use as the prior specific plans, by using a PPH of 2.61 (LDR), 2.23 (MDR), and 1.85 (HDR).

Table 7
Amoruso Ranch Specific Plan - Park Financing Plan
Park Fee Revenue by Phase (Citywide Park Component)

Item	Phase 1 Revenues			Build Out Revenues		
	Units	Rate ¹	Total ¹	Units	Rate ¹	Total ¹
Residential						
Low Density	848	\$2,884.21	\$2,445,809.89	1,302	\$2,884.21	\$3,755,241.13
Medium Density	275	\$2,464.07	\$677,618.97	542	\$2,464.07	\$1,335,525.39
High Density	372	\$2,043.93	\$760,341.29	982	\$2,043.93	\$2,007,137.48
Subtotal Residential			\$3,883,770.15			\$7,097,904.00
Nonresidential						
Community Commercial			\$0.00			\$0.00
Commercial/Mixed Use			\$0.00			\$0.00
Subtotal Nonresidential			\$0.00			\$0.00
Total Fee Program Revenue (Citywide Park)			\$3,883,770.15	\$7,097,904.00		
Total Citywide Cost			N/A	N/A		

Footnotes:

¹Per unit rates have been rounded to the nearest dollar. Totals for each land use may seem incorrect, but total fee program revenue matches cost estimates.

Table 8
Amoruso Ranch Specific Plan - Park Financing Plan
Ongoing Maintenance and Landscape Costs

	Quantity	Cost per Unit ¹	Total Annual Cost
<u>Residential/Nonresidential Cost Allocation</u>			
Landscape Corridor/Median	17.0 acres	\$10,325.00	\$175,879.34
Paseos	10.7 acres	\$10,325.00	\$110,580.75
Bike Trail Maintenance	4,412 linear feet	\$1.06	\$4,676.72
Leaf Pick-Up ²	8.4 miles	\$61.31	\$512.87
Streetsweeping	25.1 miles	\$28.62	\$718.23
Open Space			
NAPOTS ³	49.2 acres	TBD	-
Preserve ³	97.6 acres	TBD	-
Avoidance ³	10.3 acres	TBD	-
Transition/Channel ³	27.0 acres	TBD	-
Subtotal Open Space (Placeholder) ³	184.0 acres	\$575.00	<u>\$105,782.75</u>
Subtotal Costs			<u>\$398,150.65</u>
Repair/Replacement (sinking fund) (5%)			\$19,907.53
City Administration			
Finance Department (3%)			\$12,541.75
Parks Department (10%)			<u>\$41,805.82</u>
Subtotal City Administration			<u>\$54,347.56</u>
County Administration (1%)			\$4,724.06
Total Costs (Residential/Nonresidential Shared)			<u><u>\$477,129.81</u></u>
<u>Residential Only Cost Allocation</u>			
Neighborhood Parks ⁴	22.1 acres	\$10,300.00	\$228,042.00
Stormwater Management	2,826 units	\$25.00	<u>\$70,650.00</u>
Subtotal Costs			<u>\$298,692.00</u>
Repair/Replacement (sinking fund) (5%)			\$14,934.60
City Administration			
Finance Department (3%)			\$9,408.80
Parks Department (10%)			<u>\$31,362.66</u>
Subtotal City Administration			<u>\$40,771.46</u>
County Administration (1%)			\$3,543.98
Total Costs (Residential Only)			<u><u>\$357,942.04</u></u>
Total Costs			<u><u>\$835,071.85</u></u>

Source: City of Roseville, ECORP, and Kimley Horn.

Footnotes:

¹Cost estimates derived from indepth analysis of City costs done for SVSP. Those costs have then been applied to all specific plans since.

²1/3 of streetsweeping miles.

³The Cost per Unit for Open Space placeholder of \$575 per year was derived by simply averaging the City's proposed annual open space cost per acre of \$1,000 and the Developer proposed annual open space cost per acre of \$150. The actual annual open space cost per acre will be determined at the time of the formation of the maintenance CFD for this project as outlined in the Development Agreement. The ultimate cost per acre could be above or below the aforementioned range, depending upon the 404 permit conditions, an inventory of all environmentally sensitive/protected areas within the open space, approved improvements, any mitigation requirements, vehicular access for maintenance, final drainage channel design, ultimate width of transition area, all ARSP specific permits, other improvements outlined in the Overarching Open Space Management Plan, state and federal permits, and established city maintenance standards.

⁴Includes developed and undeveloped.

Table 9

**Anoruso Ranch Specific Plan - Park Financing Plan
Approximate Allocation of Ongoing Operations and Maintenance Costs**

Source	Residential			Non-Residential	
	LDR	MDR	HDR	CC	CMU
Total					
Acres	248.8	50.3	38.2	23.9	21.8
Units	1,302	542	873		
Square Feet				238,948	237,576
Total	388.3				
	2,826				
	476,524				
Table 8	\$477,129.81				
Operations/Maintenance (Residential & Nonresidential)					
Use Factor	1.00	1.00	0.62	0.62	0.62
Total Use	1,302.00	542.00	541.26	159.30	131.99
Percentage of Total Use	47%	20%	20%	6%	-5%
Cost Allocated to Use	\$226,382.89	\$94,239.27	\$94,110.60	\$11,750.35	\$27,697.77
O/M Res. & Nonres. Allocation per Unit/Sq.Ft.	\$173.87	\$173.87	\$107.80	\$0.12	\$0.10
Table 8	\$357,942.04				
Operations/Maintenance (Residential Only)					
Use Factor	1.00	1.00	0.62	0.62	0.62
Total Use	1,302.00	542.00	541.26	67.58	67.58
Percentage of Total Use	53%	22%	22%	3%	3%
Cost Allocated to Use	\$190,000.38	\$79,093.86	\$78,985.87	\$9,861.92	\$9,861.92
O/M Res. Only Allocation per Unit/Sq.Ft.	\$145.93	\$145.93	\$90.48	\$90.48	\$90.48
Cost Allocation Per Unit/Sq.Ft.	\$319.80	\$319.80	\$198.28	\$198.28	\$0.12
	\$835,071.85				\$0.10

Note: Costs will require adjustment upon completion of PAR for open space. See Table 8.

Appendix A:

Amoruso Ranch Parks

Option of Costs (TheCollaborative West)



Opinion of Probable Costs

Amoruso Ranch Parks

Brookfield Homes

Prepared: CF Date: 21-Apr-16

Revised:

TheCollaborativeWest

100 Avenida Miramar

San Clemente, CA 92672

949-366-6624

SUMMARY

1	AR-60 1.28 AC	Construction	244,860.00
		Landscape	129,817.00
		Construction & Landscape	374,677.00
		Estimated Total with Contingency and Soft Cost	486,892.76
2	AR-61 1.87 AC	Construction	214,080.00
		Landscape	197,675.50
		Construction & Landscape	411,755.50
		Estimated Total with Contingency and Soft Cost	535,076.27
3	AR-62 10.11 AC	Construction	1,243,260.00
		Landscape	821,475.00
		Construction & Landscape	2,064,735.00
		Estimated Total with Contingency and Soft Cost	2,683,123.13
4	AR-63 1.72 AC	Construction	397,265.00
		Landscape	123,613.00
		Construction & Landscape	520,878.00
		Estimated Total with Contingency and Soft Cost	676,880.96
5	AR-64 2.12 AC	Construction	538,920.00
		Landscape	207,230.50
		Construction & Landscape	746,150.50
		Estimated Total with Contingency and Soft Cost	969,622.57
6	AR-66 3.04 AC	Construction	664,950.00
		Landscape	228,400.00
		Construction & Landscape	893,350.00
		Estimated Total with Contingency and Soft Cost	1,160,908.33
7	AR-67 2.0 AC	Construction	303,200.00
		Landscape	177,550.00
		Construction & Landscape	480,750.00
		Estimated Total with Contingency and Soft Cost	624,734.63
		Grand Total	\$7,137,238.65
		Cost Per Acre	\$322,368.50
		Cost Per Square Foot	\$7.40

AR-60 (1.28 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
5' Walkways at Park (concrete)	6,945	sf	8.00	55,560.00
Half-court Basketball	1	ea	35,000.00	35,000.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures	1	allow	80,000.00	80,000.00
Shade Structure	1	ea	30,000.00	30,000.00
Trash Receptacles	2	ea	800.00	1,600.00
Bench	10	ea	1,000.00	10,000.00
Picnic Tables	1	ea	2,200.00	2,200.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	4	ea	3,000.00	12,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$244,860.00
Landscape				
Shrubs	21,411	sf	1.00	21,410.80
Turf (seed)	27,400	sf	0.35	9,590.00
Automatic Irrigation	48,811	sf	1.50	73,216.20
General Site Drainage (HDPE Pipe w/ inlets)	1.28	ac	20,000.00	25,600.00
Landscape Total				\$129,817.00
Construction & Landscape Total				\$374,677.00
15% Contingency				\$56,201.55
13% Soft Costs				\$56,014.21
Estimated Total				\$486,892.76
Cost per Acre				\$380,384.97
Cost Per SF				\$8.73

AR-61 (1.87 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Shade Structure	670	sf	8.00	5,360.00
5' Walkways at Park (concrete)	5,965	sf	8.00	47,720.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures	1	allow	80,000.00	80,000.00
Shade Structures at Tot Lot	1	ea	45,000.00	45,000.00
Trash Receptacles	2	ea	800.00	1,600.00
Bench	4	ea	1,000.00	4,000.00
Picnic Tables	2	ea	2,200.00	4,400.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	2	ea	3,000.00	6,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Recycled Water Stub	1	allow	1,500.00	1,500.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$214,080.00
Landscape				
Shrubs	33,622	sf	1.00	33,622.20
Turf (seed)	41,200	sf	0.35	14,420.00
Automatic Irrigation	74,822	sf	1.50	112,233.30
General Site Drainage (HDPE Pipe w/ inlets)	1.87	ac	20,000.00	37,400.00
Landscape Total				\$197,675.50
Construction & Landscape Total				\$411,755.50
15% Contingency				\$61,763.33
13% Soft Costs				\$61,557.45
Estimated Total				\$535,076.27
Cost per Acre				\$286,137.04
Cost Per SF				\$6.57

AR-62 (10.11 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
<i>Paving at Pavillion/Overhead Structures (Concrete)</i>	900	sf	8.00	7,200.00
<i>Asphalt Paving at Parking Lot w/ Aggregate Base</i>	32,720	sf	3.00	98,160.00
<i>Walkways at Park (natural gray, light wash finish)</i>	15,800	sf	8.00	126,400.00
<i>Masonry</i>				
<i>Entry Sign Wall</i>	1	ea	8,000.00	8,000.00
<i>Park Site Features</i>				
<i>Playground Structures</i>	1	allow	80,000.00	80,000.00
<i>Basketball Court</i>	2	ea	35,000.00	70,000.00
<i>Shade Structure at Playground Area</i>	1	ea	40,000.00	40,000.00
<i>Trash Receptacles</i>	10	ea	800.00	8,000.00
<i>Picnic Tables</i>	5	ea	2,200.00	11,000.00
<i>6' Benches</i>	12	ea	1,000.00	12,000.00
<i>Drinking Fountain</i>	4	ea	5,000.00	20,000.00
<i>Restroom Building / Snack Shop</i>	1	allow	300,000.00	300,000.00
<i>Ball Fields</i>				
<i>Baseball (Outfield and Infield)</i>	3	ea	100,000.00	300,000.00
<i>Soccer Field Overlay</i>	1	ea	58,000.00	58,000.00
<i>Fencing (Chainlink)</i>	750	lf	50.00	37,500.00
<i>Lighting</i>				
<i>Security Lighting</i>	20	ea	3,000.00	60,000.00
<i>Utilities</i>				
<i>Sanitary Sewer Service Stub</i>	1	allow	2,000.00	2,000.00
<i>Domestic Water Service Stub</i>	1	allow	1,500.00	1,500.00
<i>Recycled Water Service Stub</i>	1	allow	1,500.00	1,500.00
<i>Storm Drain Service Stub</i>	1	allow	2,000.00	2,000.00
Construction Total				\$1,243,260.00

AR-62 (10.11 AG)

Item/Description	Qty.	Unit	Unit Price	Total
Landscape				
Shrubs	40,200	sf	1.00	40,200.00
Turf (seed)	109,500	sf	0.35	38,325.00
Automatic Irrigation	360,500	sf	1.50	540,750.00
General Site Drainage (HDPE Pipe w/ inlets)	10.11	ac	20,000.00	202,200.00
			Landscape Total	\$821,475.00
			Construction & Landscape Total	\$2,064,735.00
			15% Contingency	\$309,710.25
			13% Soft Costs	\$308,677.88
			Estimated Total	\$2,683,123.13
			Cost per Acre	\$265,392.99
			Cost Per SF	\$6.09

AR-63 (1.72 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Bark Mulch/DG at Dog Park	26,835	sf	3.00	80,505.00
Paving at Shade Structure	1,425	sf	8.00	11,400.00
5' wide walkways at park (concrete)	2,650	sf	8.00	21,200.00
10' wide multi-purpose trail at park (concrete)	2,270	sf	8.00	18,160.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Metal</i>				
5'-6" Dog Park Fencing	1,000	lf	50.00	50,000.00
Metal Dog Park Gates	4	ea	250.00	1,000.00
<i>Park Site Features</i>				
Shade Structure	2	ea	45,000.00	90,000.00
Playground Equipment	1	allow	80,000.00	80,000.00
Trash Receptacles	4	ea	800.00	3,200.00
Benches	7	ea	1,000.00	7,000.00
Picnic Tables	4	ea	2,200.00	8,800.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	2	ea	3,000.00	6,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
			Construction Total	\$397,265.00
Landscape				
Shrubs	18,443	sf	1.00	18,443.20
Turf (seed)	23,300	sf	0.35	8,155.00
Automatic Irrigation	41,743	sf	1.50	62,614.80
General Site Drainage (HDPE Pipe w/ inlets)	1.72	ac	20,000.00	34,400.00
			Landscape Total	\$123,613.00
			Construction & Landscape Total	\$520,878.00
			15% Contingency	\$78,131.70
			13% Soft Costs	\$77,871.26
			Estimated Total	\$676,880.96
			Cost per Acre	\$393,535.44
			Cost Per SF	\$9.03

AR-64 (2.12.AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Concrete Paving at Shade Structure	4,500	sf	8.00	36,000.00
5' Walkway (concrete)	11,815	sf	8.00	94,520.00
8' Walk (concrete)	7,600	sf	8.00	60,800.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Equipment	1	allow	80,000.00	80,000.00
Shade Structures	3	ea	45,000.00	135,000.00
Canvas Structure at Shaded Seating Area	1	ea	65,000.00	65,000.00
Crossfit Stations	3	ea	2,000.00	6,000.00
Trash Receptacles	4	ea	800.00	3,200.00
Benches	6	ea	1,000.00	6,000.00
Bike Racks	1	ea	1,200.00	1,200.00
Drinking Fountain	1	ea	5,000.00	5,000.00
Picnic Tables	6	ea	2,200.00	13,200.00
<i>Lighting and Electrical</i>				
Security Lighting	6	ea	3,000.00	18,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$538,920.00
Landscape				
Planting	43,432	sf	1.00	43,432.20
Turf (sod)	25,000	sf	0.75	18,750.00
Automatic Irrigation	68,432	sf	1.50	102,648.30
General Site Drainage (HDPE Pipe w/ inlets)	2.12	ac	20,000.00	42,400.00
Landscape Total				\$207,230.50
Construction & Landscape Total				\$746,150.50
15% Contingency				\$111,922.58
13% Soft Costs				\$111,549.50
Estimated Total				\$969,622.57
Cost per Acre				\$457,369.14
Cost Per SF				\$10.50

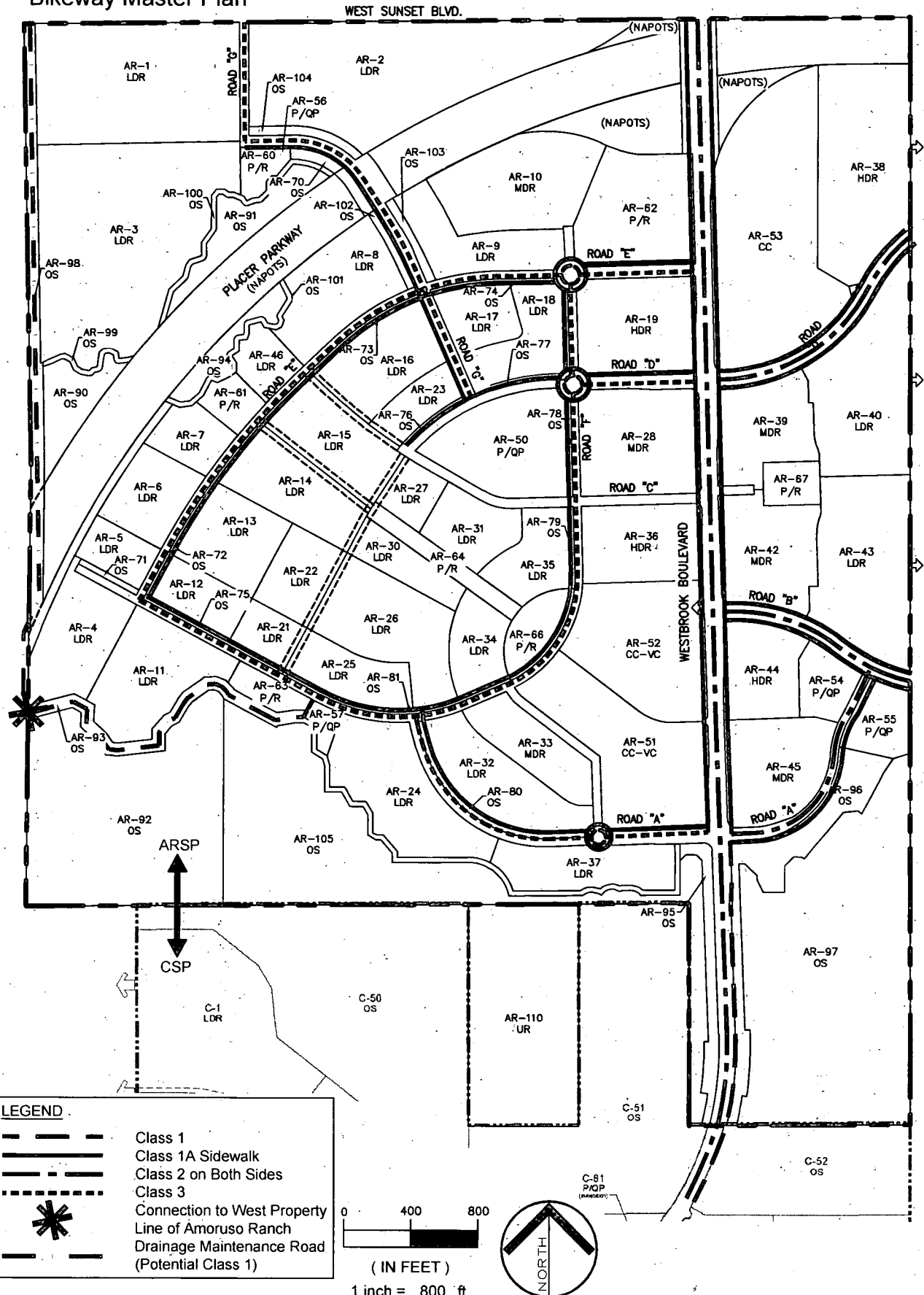
AR-66 (3.04 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Picnic Area	8,000	sf	8.00	64,000.00
Paving at Stage	1,200	sf	8.00	9,600.00
Walkways at Park (natural gray w/ finish)	12,000	sf	8.00	96,000.00
Surfacing at Game Area	6,750	sf	3.00	20,250.00
Surfacing at Bocce Courts	1,500	sf	3.00	4,500.00
Surfacing at Hard Courts	700	sf	10.00	7,000.00
Mowcurb at Horseshoes and Bocce	400	lf	15.00	6,000.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures	1	allow	80,000.00	80,000.00
Covered Stage (Shade Sail)	1	allow	75,000.00	75,000.00
Restroom Building	1	allow	170,000.00	170,000.00
30' high Flag Pole	1	ea	600.00	600.00
Trash Receptacles	10	ea	800.00	8,000.00
Picnic Tables	20	ea	2,200.00	44,000.00
6' Benches	30	ea	1,000.00	30,000.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	10	ea	3,000.00	30,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
			Construction Total	\$664,950.00
Landscape				
Shrubs	30,500	sf	1.00	30,500.00
Turf (sod)	40,600	sf	0.75	30,450.00
Automatic Irrigation	71,100	sf	1.50	106,650.00
General Site Drainage (HDPE Pipe w/ inlets)	3.04	ac	20,000.00	60,800.00
			Landscape Total	\$228,400.00
			Construction & Landscape Total	\$893,350.00
			15% Contingency	\$134,002.50
			13% Soft Costs	\$133,555.83
			Estimated Total	\$1,160,908.33
			Cost per Acre	\$381,877.74
			Cost Per SF	\$8.77

AR-67 (2.0 AC)

Item/Description	Qty.	Unit	Unit Price	Total
Construction				
<i>Hardscape</i>				
Paving at Shade Structure	2,000	sf	8.00	16,000.00
5' Walkways at Park (concrete)	8,350	sf	8.00	66,800.00
<i>Masonry</i>				
Entry Sign Wall	1	allow	8,000.00	8,000.00
<i>Park Site Features</i>				
Playground Structures & Surfaces	1	allow	80,000.00	80,000.00
Shade Structure	2	ea	45,000.00	90,000.00
Trash Receptacles	2	ea	800.00	1,600.00
Picnic Tables	4	ea	2,200.00	8,800.00
6' Benches	8	ea	1,000.00	8,000.00
Drinking Fountain	1	ea	5,000.00	5,000.00
<i>Lighting</i>				
Security Lighting	4	ea	3,000.00	12,000.00
<i>Utilities</i>				
Sanitary Sewer Service Stub	1	allow	2,000.00	2,000.00
Domestic Water Service Stub	1	allow	1,500.00	1,500.00
Recycled Water Service Stub	1	allow	1,500.00	1,500.00
Storm Drain Service Stub	1	allow	2,000.00	2,000.00
Construction Total				\$303,200.00
Landscape				
Shrubs	6,920	sf	1.00	6,920.00
Turf (seed)	65,000	sf	0.35	22,750.00
Automatic Irrigation	71,920	sf	1.50	107,880.00
General Site Drainage (HDPE Pipe w/ inlets)	2.00	ac	20,000.00	40,000.00
Landscape Total				\$177,550.00
Construction & Landscape Total				\$480,750.00
15% Contingency				\$72,112.50
13% Soft Costs				\$71,872.13
Estimated Total				\$624,734.63
Cost per Acre				\$312,367.31
Cost Per SF				\$7.17

Exhibit X Bikeway Master Plan



WEST SUNSET BLVD.

(NAPOTS)

(NAPOTS)

(NAPOTS)

PLACET PARKWAY
(NAPOTS)

ROAD "E"

ROAD "D"

ROAD "C"

WESTBROOK BOULEVARD

ROAD "B"

ROAD "A"

ROAD "A"

ARSP

CSP

C-1 LDR

C-50 OS

AR-110 UR

C-51 OS

C-81 P/QP (NAPOTS)

C-52 OS

AR-97 OS

AR-95 OS

AR-105 OS

AR-92 OS

AR-93 OS

AR-4 LDR

AR-5 LDR

AR-90 OS

AR-99 OS

AR-98 OS

AR-1 LDR

AR-2 LDR

AR-104 OS

AR-56 P/QP

AR-60 P/R

AR-70 OS

AR-103 OS

AR-10 MDR

AR-62 P/R

AR-38 HDR

AR-53 CC

AR-100 OS

AR-91 OS

AR-102 OS

AR-8 LDR

AR-9 LDR

ROAD "E"

AR-101 OS

AR-74 OS

AR-18 LDR

AR-19 HDR

AR-94 OS

AR-46 LDR

AR-73 OS

AR-16 LDR

AR-77 OS

ROAD "D"

AR-61 P/R

AR-15 LDR

AR-23 LDR

AR-78 OS

ROAD "C"

AR-7 LDR

AR-14 LDR

AR-76 OS

AR-50 P/QP

AR-28 MDR

AR-71 OS

AR-72 OS

AR-22 LDR

AR-27 LDR

AR-31 LDR

AR-79 OS

AR-39 MDR

AR-40 LDR

AR-67 P/R

AR-42 MDR

AR-43 LDR

AR-5 LDR

AR-12 LDR

AR-21 LDR

AR-26 LDR

AR-34 LDR

AR-66 P/R

AR-36 HDR

AR-44 HDR

AR-54 P/QP

AR-11 LDR

AR-75 OS

AR-25 LDR

AR-81 OS

AR-33 MDR

AR-51 CC-VC

AR-45 MDR

AR-55 P/QP

AR-4 LDR

AR-63 P/R

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

AR-80 OS

AR-32 LDR

AR-37 LDR

AR-96 OS

AR-93 OS

AR-57 P/QP

AR-24 LDR

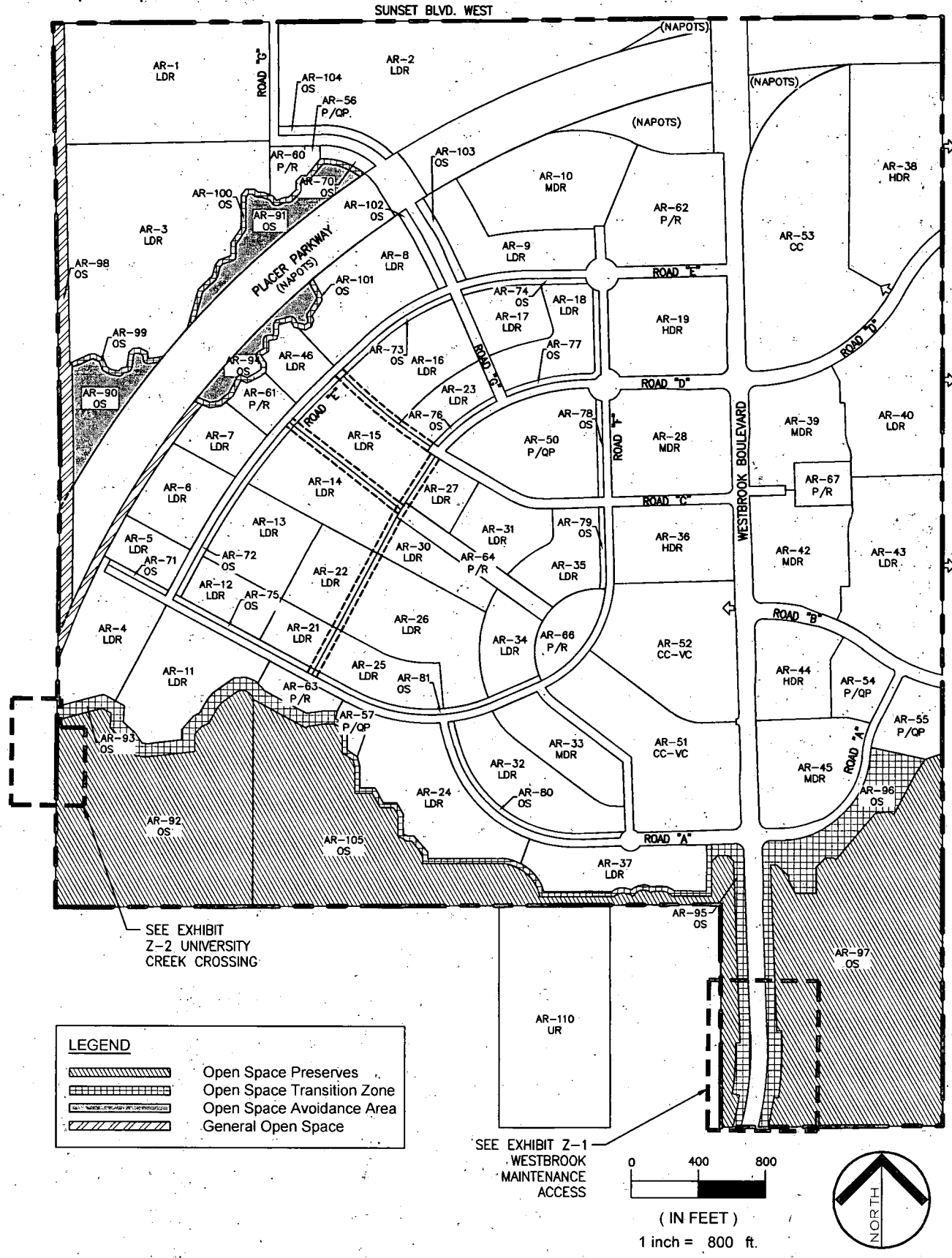
AR-80 OS

AR-32 LDR

AR-37 LDR

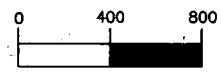
AR-96 OS

Exhibit Y Open Space Areas



LEGEND	
	Open Space Preserves
	Open Space Transition Zone
	Open Space Avoidance Area
	General Open Space

SEE EXHIBIT Z-1
WESTBROOK
MAINTENANCE
ACCESS



(IN FEET)
1 inch = 800 ft.

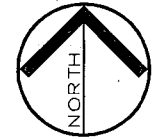
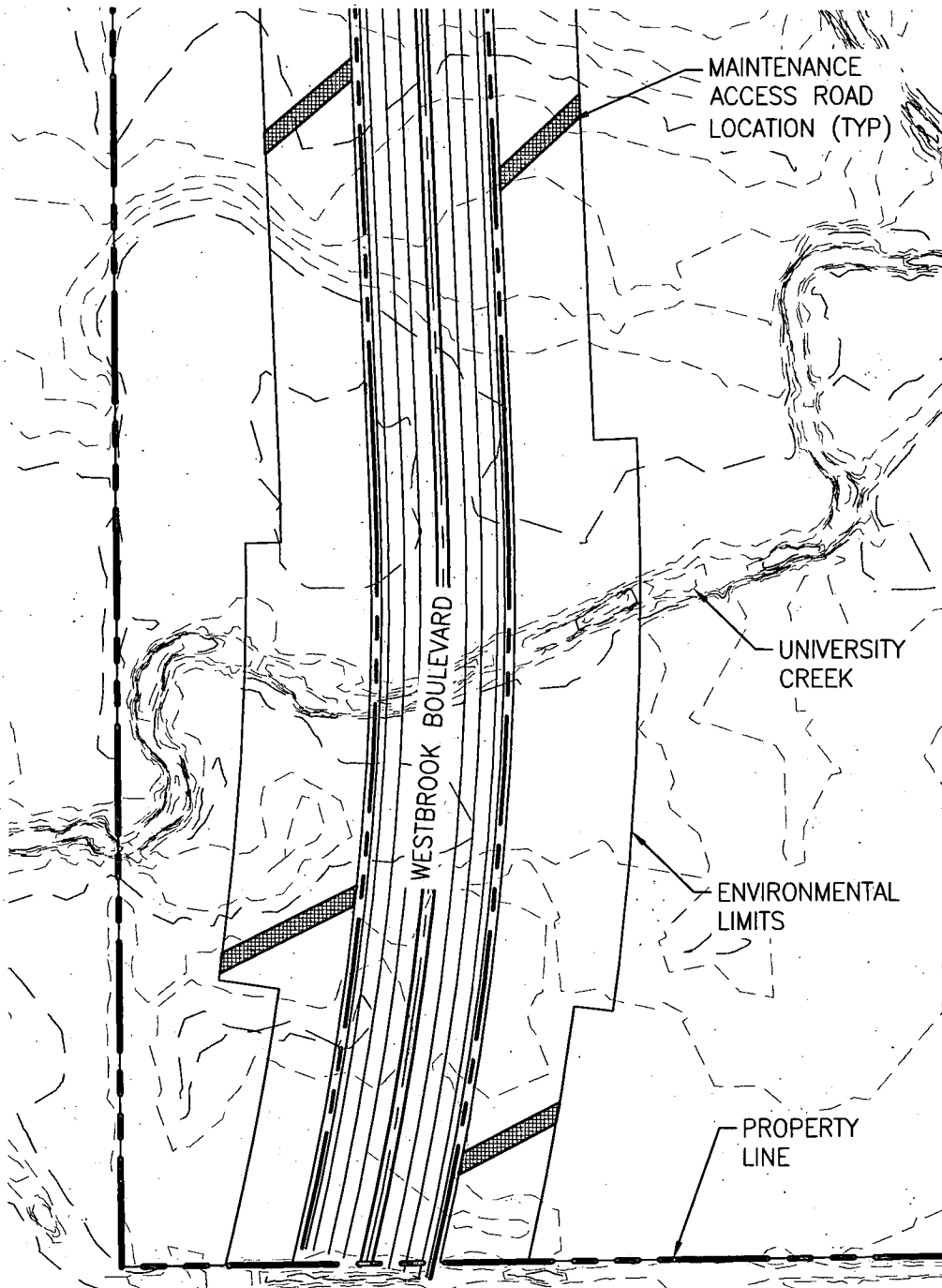


Exhibit Z - 1
Westbrook Boulevard Maintenance Access



LEGEND	
	Right-of-Way
	Centerline
	Lane Stripe
	Existing Contour

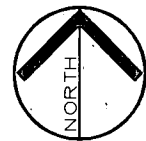
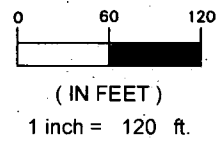
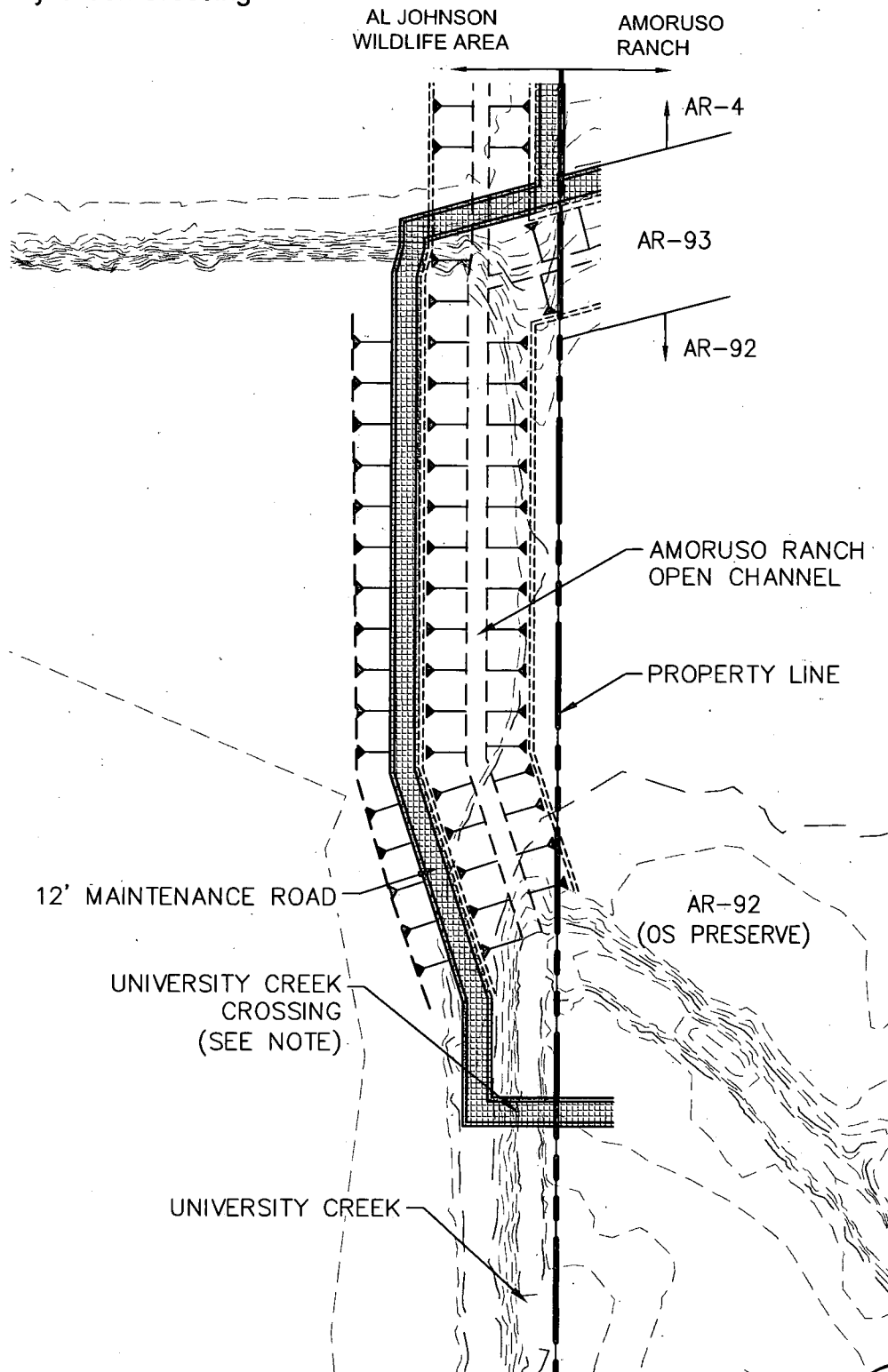
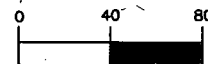


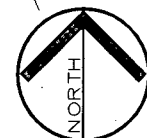
Exhibit Z - 2
 University Creek Crossing



NOTE:
 ANY MAINTENANCE ACCESS CROSSING OF UNIVERSITY CREEK MUST BE CAPABLE OF ACCOMMODATING A 30,000 LB VEHICLE. THE CROSSING DESIGN SHALL BE SUPPORTED BY A HYDRAULIC ANALYSIS DEMONSTRATING NO FLOOD PLAIN IMPACTS.



1 inch = 80 ft.



Amoruso Ranch Specific Plan		Specific Plan				Water EDU's				% of ARSP		Sewer EDUs		% of ARSP		Recycled Water		% of ARSP		Traffic EDUs		% of ARSP		
Parcel	Specific Plan Land Use	Acres	Units	Density	Water EDU's	% of ARSP	Sewer EDUs	% of ARSP	Recycled Water EDUs	% of ARSP	Traffic EDUs	% of ARSP	Water EDUs	% of ARSP	Sewer EDUs	% of ARSP	Recycled Water EDUs	% of ARSP	Traffic EDUs	% of ARSP	Water EDUs	% of ARSP	Sewer EDUs	% of ARSP
AR-10	MDR	10.7	138	12.9	66	3.40%	138	5.20%	66	3.40%	138	5.20%	66	3.40%	138	5.20%	66	3.40%	138	5.20%	66	3.40%	138	5.20%
AR-28	MDR	10.3	129	12.5	62	3.18%	129	4.86%	62	3.18%	129	4.86%	62	3.18%	129	4.86%	62	3.18%	129	4.86%	62	3.18%	129	4.86%
AR-33	MDR	5.3	61	11.5	33	1.68%	61	2.30%	33	1.68%	61	2.30%	33	1.68%	61	2.30%	33	1.68%	61	2.30%	33	1.68%	61	2.30%
AR-39	MDR	7.4	54	7.4	39	1.98%	54	2.03%	39	1.98%	54	2.03%	39	1.98%	54	2.03%	39	1.98%	54	2.03%	39	1.98%	54	2.03%
AR-42	MDR	8.4	66	7.9	47	2.43%	66	2.49%	47	2.43%	66	2.49%	47	2.43%	66	2.49%	47	2.43%	66	2.49%	47	2.43%	66	2.49%
AR-45	MDR	8.2	94	11.4	51	2.60%	94	3.54%	51	2.60%	94	3.54%	51	2.60%	94	3.54%	51	2.60%	94	3.54%	51	2.60%	94	3.54%
Medium Density Residential		50.3	542	63.6	298	15%	542	20%	298	15%	542	20%	298	15%	542	20%	298	15%	542	20%	298	15%	542	20%
AR-19	HDR	9.3	230	24.6	68	3.48%	157	5.93%	68	3.48%	157	5.93%	68	3.48%	157	5.93%	68	3.48%	157	5.93%	68	3.48%	157	5.93%
AR-36	HDR	7.6	113	15.0	54	2.78%	77	2.91%	54	2.78%	77	2.91%	54	2.78%	77	2.91%	54	2.78%	77	2.91%	54	2.78%	77	2.91%
AR-38	HDR	15.2	380	25.0	112	5.75%	260	9.80%	112	5.75%	260	9.80%	112	5.75%	260	9.80%	112	5.75%	260	9.80%	112	5.75%	260	9.80%
AR-44	HDR	6.0	150	24.9	44	2.27%	103	3.87%	44	2.27%	103	3.87%	44	2.27%	103	3.87%	44	2.27%	103	3.87%	44	2.27%	103	3.87%
High Density Residential		38.1	873	89.5	278	14%	597	23%	278	14%	597	23%	278	14%	597	23%	278	14%	597	23%	278	14%	597	23%
AR-51	CC-VC	14.2	91	6.4	44	2.24%	62	2.35%	44	2.24%	62	2.35%	44	2.24%	62	2.35%	44	2.24%	62	2.35%	44	2.24%	62	2.35%
AR-51	CC-VC	14.2	91	6.4	62	3.16%	54	2.05%	62	3.16%	54	2.05%	62	3.16%	54	2.05%	62	3.16%	54	2.05%	62	3.16%	54	2.05%
AR-52	CC-VC	13.1	18	1.4	9	0.44%	12	0.46%	9	0.44%	12	0.46%	9	0.44%	12	0.46%	9	0.44%	12	0.46%	9	0.44%	12	0.46%
AR-52	CC-VC	13.1	18	1.4	57	2.90%	50	1.89%	57	2.90%	50	1.89%	57	2.90%	50	1.89%	57	2.90%	50	1.89%	57	2.90%	50	1.89%
AR-53	CC	23.9	103	4.3	103	5.30%	34	1.27%	103	5.30%	34	1.27%	103	5.30%	34	1.27%	103	5.30%	34	1.27%	103	5.30%	34	1.27%
Community Commercial		51.1	109	213	274	14%	213	8%	274	14%	213	8%	274	14%	213	8%	274	14%	213	8%	274	14%	213	8%
TOTAL		388.3	2,826	7.3	1,950	100%	2,654	100%	1,950	100%	2,654	100%	1,950	100%	2,654	100%	1,950	100%	2,654	100%	1,950	100%	2,654	100%

Note:

- [1] One Water EDU = 600 gpd (Based on Table 1 of the ARSP Water Master Plan Final Report, February 2016)
- [2] One Sewer EDU = 190 gpd (Based on Table 1 of the ARSP Wastewater Master Plan Final Report, February 2016)
- [3] One Recycled Water EDU = 600 gpd (Based on Table 1 of the ARSP Recycled Water Master Plan Final Report, February 2016)
- [4] Based on Table 6 of the ARSP Final Traffic Study, December 5, 2015

Exhibit BB
Infrastructure Reimbursement Schedule

Roadway Improvements:

1. Construct roadway (Westbrook Boulevard) between C-51 and C-52 (R1, on Exhibit H-1) within the Creekview Specific Plan.
 - a. Construction Responsibility: Amoruso
 - b. Cost Sharing: City CIP

Wastewater Improvements:

1. Construct 18-inch sewer line (WW1, on Exhibit K-1) and appurtenances (390± LF) in Westbrook and Blue Oaks Boulevards.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
2. Construct 18-inch sewer line (WW2, on Exhibit K-1) and appurtenances (Per WRSP DA) in Westbrook Boulevard.
 - a. Construction Responsibility: WRSP
 - b. Cost Sharing: Amoruso and Creekview
3. Construct 24-inch sewer line (WW3, on Exhibit K-1) and appurtenances (Per WRSP DA) in Phillip Road.
 - a. Construction Responsibility: WRSP
 - b. Cost Sharing: Amoruso and Creekview

Water Improvements:

1. Construct 24-inch water line (DW1, on Exhibit O-2) and appurtenances (1,210± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview
2. Construct 24-inch water line (DW2, on Exhibit O-2) and appurtenances (2,790± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview

3. Construct 24-inch water line (DW3, on Exhibit O-2) and appurtenances (2,390± LF) in Blue Oaks Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso, Creekview, WRSP, and Other 3rd Parties

4. Construct 24-inch water line (DW4, on Exhibit O-2) and appurtenances (Per WRSP DA) in West Park Drive.
 - c. Construction Responsibility: WRSP
 - d. Cost Sharing: Amoruso, Creekview, WRSP, and Other 3rd Parties

5. Construct 24-inch water line (DW5, on Exhibit O-1) and appurtenances (1,610± LF) in Road "D".
 - a. Construction Responsibility: Amoruso
 - b. Cost Sharing: Amoruso and Other 3rd Party

6. Construct 24-inch water line (DW6, on Exhibit O-1) and appurtenances (1,280± LF) in Road "B".
 - e. Construction Responsibility: Amoruso
 - f. Cost Sharing: Amoruso and Other 3rd Party

Recycled Water Improvements:

1. Construct 12-inch recycled water line (RW1, on Exhibit Q-1) and appurtenances (1,210± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview

2. Construct 16-inch recycled water line (RW2, on Exhibit Q-1) and appurtenances (2,820± LF) in Westbrook and Blue Oaks Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Amoruso and Creekview

3. Construct 24-inch recycled water line (RW3, on Exhibit Q-1) and appurtenances (2,400± LF) in Blue Oaks Boulevard.
 - c. Construction Responsibility: Creekview
 - d. Cost Sharing: Amoruso , Creekview, WRSP and Other 3rd Parties

4. Construct 24-inch recycled water line (RW4, on Exhibit Q-1) and appurtenances (Per WRSP DA) in West Park Drive.

e. Construction Responsibility: WRSP

f. Cost Sharing: Amoruso , Creekview, WRSP and Other 3rd Parties

EXHIBIT CC

FIRE STATION SITE REIMBURSEMENTS						
Reimbursements to ARSP						
No	Site	Planning Area Designation	Reimbursement From	Overall Reimbursement Cost	% Reimbursement	Reimbursement Owed to ARSP
1	P/QP	AR-54	CSP or Other 3rd Party	\$ 612,000	41.60	\$ 254,592

Note:

1. Improvements limited to site development, frontage and an allowance for temporary access. Actual fire station construction is not included.
2. Reimbursement estimate is based on unit ratio.

Exhibit DD
Sample Assignment and Assumption Agreement

EXHIBIT DD
SAMPLE ASSIGNMENT AND ASSUMPTION AGREEMENT

WHEN RECORDED, RETURN TO:

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

Exempt from recording fees
Pursuant to Govt. Code 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
AMORUSO RANCH SPECIFIC PLAN DEVELOPMENT AGREEMENT
[BROOKFIELD SUNSET, LLC]

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

RECITALS

A. On _____, 2016, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville, Brookfield Sunset, LLC, and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 (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 _____, 2016 [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. 5708

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A DEVELOPMENT AGREEMENT REGARDING 525.7 ACRES WITHIN THE AMORUSO RANCH SPECIFIC PLAN (BROOKFIELD SUNSET, LLC and JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement for 525.7 acres within the Amoruso Ranch Specific Plan with Brookfield Sunset, LLC and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust dated March 14, 2005 (collectively, the "Developer").

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 Amoruso Ranch 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 Developer 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 (3) 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 6th day of July, 2016, by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Rohan, Herman, Roccucci, Garcia

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



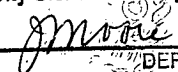
MAYOR

ATTEST:



City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

ATTEST: _____
City Clerk of the City of Roseville, California


DEPUTY CLERK