



PLACER, County Recorder

JIM MCCAULEY

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**DEVELOPMENT AGREEMENT
 BY AND BETWEEN THE CITY OF ROSEVILLE
 AND GRANITE BAY DEVELOPMENT II, LLC,
 PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP,
 PHILLIP ROAD LAND, LLC, J & KD ENTERPRISES, LLC,
 SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC,
 DECOU WEST ROSEVILLE, LLC, BLUE OAKS - ROSEVILLE, LP,
 AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN**

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SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC,
DECOU WEST ROSEVILLE, LLC, BLUE OAKS – ROSEVILLE, LP,
AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN**

This Development Agreement (the "Agreement") is entered into this 3rd day of October, 2012, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and GRANITE BAY DEVELOPMENT II, LLC, a California limited liability company, ("Granite Bay"), PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, a California Limited Partnership ("Phillips 160"), PHILLIP ROAD LAND, LLC, a California limited liability company ("Phillip Land"), J & KD ENTERPRISES, LLC, a California limited liability company ("J & KD"), SOULE INVESTMENTS, LLC, a California limited liability company ("Soule"), BENNETT WEST ROSEVILLE, LLC, a California limited liability company ("Bennett West"), DECOU WEST ROSEVILLE, LLC, a California limited liability company ("DeCou West"), BLUE OAKS – ROSEVILLE, LP, a Washington limited partnership ("Blue Oaks - Roseville") and CHAU-HSIUNG CHUANG, YUEH-JING CHUANG, FELIX CHUANG, MARK CHUANG (collectively, "Chuang"), (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 461.4± acres as described in Exhibit "A" and shown on Exhibit "B" (hereinafter the "Property"), attached hereto, which constitutes a portion of the larger area comprising 501.3± acres commonly referred to as the Creekview Specific Plan area ("Specific Plan", "CSP", "Plan Area", "Project", or "Annexation Area"), that includes 39.9± acres designated as Urban Reserve ("Urban Reserve"). The Annexation Area is shown in Exhibit "C" attached hereto. Granite Bay, Phillips 160, Phillip Land, J & KD, Soule, Bennett West, DeCou West, Blue Oaks – Roseville, and Chuang own respective portions of the Property, and Granite Bay is under contract with the property owners for project management and for development of the Property.

C. **Landowner and Developer Parties.** The property owners and entities comprising Landowner (as defined by Section 1.2) intend to market the Property as a unified undertaking and have entered into a private agreement to entitle, market and sell the Property as a single unit for the

purpose of developing the CSP. Each and every Landowner hereby affirms its intention not to become a Developer but to sell its portion of the Property to Granite Bay Development II, LLC ("Granite Bay"), an affiliate of Granite Bay, or another third party that assumes the status of Developer, or to become a Developer pursuant to Section 1.3.5. Developer (as defined in Section 1.2) intends to develop or oversee development of the Property in accordance with the terms and provisions of this Agreement and the Entitlements.

D. Hearings. On March 10, 2011, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

E. Environmental Impact Report. On September 19, 2012, the City Council, in Resolution No. 12-318, certified as adequate and complete the Final EIR (the "EIR") (State Clearinghouse #2008032017) for the Specific Plan. Mitigation measures were suggested in the EIR and are incorporated in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

F. Entitlements. Following consideration and certification of the aforementioned EIR and of CEQA related findings, the City Council on September 19, 2012, adopted a Statement of Overriding Considerations with respect to and approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

- 1) The EIR, as certified by Resolution No. 12-318, and the Mitigation Monitoring and Reporting Program ("MMRP"), adopted therewith;
- 2) The Roseville General Plan, as amended by Resolution No. 12-319 ;
- 3) The Creekview Specific Plan and Design Guidelines, as adopted on Sept. 19, 2012, by Resolution No. 12-320 ;
- 4) The Pre-zoning of the Property pursuant to Ordinance No. 5118 , dated Oct. 3 , 2012;
- 5) This Development Agreement, as adopted by Ordinance No. 5119 , dated Oct. 3 , 2012 (the "Adopting Ordinance"); and
- 6) Annexation of 461.4 acres in CSP, and an additional 39.9 acres in Urban Reserve ("Harris Parcel").

The approvals described in paragraphs 1 through 6, inclusive, are referred to herein collectively as the "Entitlements." No other action or approval by City shall be deemed an "Entitlement," provided, however, that subsequent actions or approvals by City for development of the Property, including, but not limited to, large lot and small lot tentative subdivision maps, major project permits, conditional use permits and design review permits (the "Subsequent Entitlements"), shall be deemed included as part of the Entitlements upon City action or approval thereof. The

inclusion of Subsequent Entitlements as part of the Entitlements vested hereunder shall not limit the City's discretion to impose time limits within which such Subsequent Entitlements must be implemented.

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

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

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

J. Contribution to Costs of Facilities and Services. Developer 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 Developer may proceed with and complete development of the Property in accordance with the terms of this Agreement. Developer 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 Developer recognize and agree that but for Developer'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, Developer 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 Developer's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

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

L. Annexation. The Property is currently located adjacent to the City within the City's existing sphere of influence and in unincorporated County of Placer. City intends to annex the Property, along with the remainder of the Annexation Area. The Entitlements granted herein to Landowner and Developer applicable to the Property, and the ability to proceed with development of the Property pursuant to the Entitlements, will be contingent upon the annexation of the Property into

the City.

AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

1.1 Incorporation of Recitals and Exhibits. 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. All exhibits attached hereto are incorporated by reference.

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 initial references herein to "Landowner" shall mean and refer to Phillips 160, Phillip Land, J & KD, Soule, Bennett West, DeCou West, Blue Oaks – Roseville, and Chuang and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner. The term "Landowner" shall also include Granite Bay, with respect to any portion of the Property then under Granite Bay's ownership. For purposes of this Agreement, the term "Developer" shall mean Granite Bay (including any subsidiaries or affiliates) as well as any Landowner or third party that assumes the status of a "Developer" pursuant to Section 1.3.5. Developer's right to develop the Property in accordance with the Entitlements, terms and obligations of this Agreement shall not become effective unless and until Developer acquires a legal or equitable interest in the Property. Upon conveyance of any Landowner's fee interest in their respective portion of the Property to Developer, that Landowner shall have no further rights or privileges under this Agreement, and shall be fully released from any further liability or obligation under this Agreement. Landowner and Developer represent that all parties holding legal or equitable interests in the Property shall be bound by this Agreement in the manner provided herein. Landowners are shown in Exhibit "D".

1.3 Term.

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

If the annexation of the Property does not occur within twenty-four (24) months after recordation of the Agreement against the Property as provided herein (or such later deadline as may be approved in writing by all the parties pursuant to Section 1.4), then any Landowner may, at any time elect to terminate this Agreement by giving written notice of such termination to the other parties, in which case the rights and obligations of the parties hereunder shall terminate and be of no

further force or effect, and the parties shall cooperate to record such documents as are reasonably required to remove the Agreement from record title to the Property. 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 made in consideration of Landowner's covenants under this Agreement. In the event of any such termination prior to the Effective Date of this Agreement, Landowner and Developer acknowledge that the Entitlements will not have vested by this Agreement and that the City shall not be required to approve any development of the Property.

Upon the annexation of the Property, the term of this Agreement shall extend for a period of thirty (30) years after the date of such annexation, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual written consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Developer 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 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 Developer 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.

1.3.5 Substitution of New Development Entity as Developer. As to any specific parcel subject to this Agreement, a Landowner shall have the right, at its sole discretion, subject only to the reasonable prior written consent of the City, to substitute itself or a new development entity as "Developer" under the terms of this Agreement, provided that in order to qualify as a Developer under the terms of this Agreement, the Landowner or substitute development entity must have a legal or equitable interest in the parcel in question. Any assumption by a Landowner of "Developer" status, or substitution of development entity, shall require sixty (60) days written notice to the City and the consent of the City, which shall not be unreasonably withheld. Upon receipt of consent from the City, the Landowner shall record a Memorandum of Agreement against the subject portion of the Property whereby Landowner or the substitute development entity agrees to assume and/or perform all of the rights, title, interest, duties and obligations of Developer under this Agreement.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of City, Landowner and Developer (and/or any successor owner (including Developer) 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 City, and the Developer and owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective or to be subject to this Agreement.

For purposes of this Section 1.4, 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/or Developer, 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, Developer, 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, Developer 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 Developer'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. Developer shall be responsible for the costs reasonably and directly incurred by the City to initiate, process and consummate such annexation, the payment of which shall be due as and when the City provides an invoice(s) for costs incurred by City therefore. Prior to initiation of the annexation process with LAFCO, City shall provide Developer with a written estimate of anticipated costs of such annexation process. Should actual costs of such annexation process exceed the estimated cost, City shall provide the Developer written notice at the time such actual costs exceed estimated costs, and shall provide a written estimate of the revised anticipated costs.

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

ARTICLE 2. DEVELOPMENT OF THE PROPERTY

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

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of the Entitlements, including, but not limited to, allocation of residential units to residentially designated parcels in the Specific Plan, minimum lot sizes, street locations and configurations in any approved tentative subdivision maps, and allocation of building square footage to commercially designated parcels in the Specific Plan. City acknowledges that the Entitlements include the following Specific Plan land use designations and

approximate acreages, net of road right-of-way ("Net Acre"), for the Property as shown in the Specific Plan Land Plan in Exhibit "E", attached hereto and summarized below:

Low Density Residential	826 units on 155.8 Net Acres;
Medium Density Residential	665 units on 64.3 Net Acres;
High Density Residential	520 units on 17.1 Net Acres;
Community Commercial	15.5 Net Acres;
Community Commercial/Business Professional	3.8 Net Acres;
Open Space	136.2 Net Acres;
Park	15.7 Net Acres;
Elementary School	7.0 Net Acres;
Electric Substation	0.9 Net Acres;
Well Site	0.5 Net Acres;
Lift Station	0.6 Net Acres;
Solid Waste Recycling Center	0.6 Net Acres;
Right of Way	43.4 Net Acres;

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Developer'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 Developer 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 Developer or Landowner believes to conflict with the Entitlements, Developer or Landowner shall provide to City in writing a notice describing the legal and factual basis for Developer's or Landowner's position. The parties shall meet and confer within thirty (30) days after the date of such written notice by Developer or 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, Developer 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. Developer 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 Developer hereunder.

2.5.2 Public Financing Limited to Specific Funding Mechanisms. This Agreement includes specific construction, funding and reimbursement obligations of Developer 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. Developer'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, Developer'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 the Property's zoning as set forth in the Entitlements, or which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances.

2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the provision by Developer of affordable housing elsewhere within the Specific Plan as described below and the other terms of this Agreement, Developer shall develop or cause ten percent (10%) of the total residential units which are actually constructed within the Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Developer shall provide 201 units affordable to very low, low and middle-income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low, 40% for low and 20% for middle income households. Any adjustment based on actual development shall be subject to the approval of the City Manager or his/her designee.

The term "very low income" means households earning 50% or less of median income, "low income" means households earning 50% to 80% of median income, and "middle income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5. For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable purchase residential units. Qualifying rents for affordable rental residential units may be calculated at the upper range of the specified income levels, if no City subsidy is provided or other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the parcel. Unless a City subsidy is provided, as set forth in Section 2.6.2.3 below, or other restrictions are placed on the parcel due to the type of financing secured by the ultimate developer of the parcel, qualifying rents for affordable rental residential units shall be based on the upper limit of specified income levels. However, subject to the requirements of Section 2.6.2.3 below, based on the amount and types of subsidies necessary to develop affordable housing, the qualifying rents may be calculated based on a mid-range or the lower-end of the income ranges cited herein.

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

2.6.1 Affordable Purchase Residential Units. Developer agrees that forty (40) units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows:

Parcel	Total Units in Parcel	Middle Income Purchase Units
C-20	75	10
C-22	105	20
C-30	40	10

Such units shall be distributed throughout each such parcel.

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

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

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

2.6.1.4 Transfer of Obligation. At the request of Developer, the affordable purchase housing obligation (or any portion thereof), including any excess affordable purchase units committed to by Developer above its allocated affordable housing obligation hereunder, may be transferred, with the consent of the City Manager or his/her designee, to another parcel (the "Transferee Parcel") within the Specific Plan, subject to the approval of the owner(s) of both the transferring and receiving parcels. No such transfer shall require an amendment to this Agreement, but City and Developer and the owner(s) of the receiving parcels shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected parcels, with reference to this Agreement.

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

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

2.6.2 Multi-Family Affordable Rental Units.

2.6.2.1 Affordable Obligation. Developer agrees that one hundred and sixty-one (161) affordable rental units will be reserved within the Property, including eighty-one (81) units for rental to very low income households and eighty (80) 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
C-42	220	161	81	80
Total	220	161	81	80

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

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

If and to the extent subsidies are made available in a timely basis, then prior to issuance of a building permit for a structure on such parcel, City and Developer shall enter into a Regulatory Agreement with Developer or its successor giving effect to the intent of this section. If City has agreed to provide funding and the subject parcel subsequently does not proceed because application has not been made by Developer for a building permit or Developer fails to construct the units, City shall be entitled to reimbursement for any losses or penalties incurred pursuant to assembling the necessary funding or subsidies for affordable housing for such parcel.

To the extent that public funds or subsidies are provided to the development of

affordable dwelling units, Developer shall provide written notice to the builder(s) of such affordable units that such construction may be subject to a state or federal requirement to pay prevailing wage. City acknowledges that any prevailing wage requirement is likely to increase construction costs and will work with Developer in good faith to determine an appropriate subsidy.

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

2.6.3 Not a Limitation. Nothing in the foregoing Sections 2.6.1 and 2.6.2 shall be construed to limit Developer 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. Developer 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. Developer shall obtain from the Army Corps a Clean Water Act Section 404 Permit (the "404 Permit") to fill specific wetland resources in conjunction with development within the Plan Area.

In the event City or any third party chooses to proceed with the construction of any Public Improvement(s) provided for in this Agreement prior to the time Developer is prepared or otherwise required to construct the Public Improvement(s) in question, Developer shall assign to the City or such constructing third party relevant portions of the 404 Permit corresponding to the Public Improvement(s) to be constructed, or the 404 Permit for the Project if acceptable to the City or constructing third party. The assignee shall accept such assignment in writing and provide written notice of such assignment to the Army Corps and, in the event of assignment to a third party, written notice of the assignment to the City. To the extent that mitigation has been acquired and/or implemented by Developer covering the Public Improvement(s) in question, Developer shall assign to the City or constructing third party the credit for such mitigation. In the event that Developer has not yet acquired and/or implemented mitigation for the Public Improvement(s) in question, and subject to reimbursement from Developer at such time as Developer would have been required to build the subject Public Improvement(s), as well as transfer of any contractual rights to acquire mitigation that has not yet been purchased, the City or constructing third party shall satisfy the mitigation obligation for the Public Improvement(s) in question. The City or constructing third party shall have the right to enter upon the Property to construct the Public Improvement(s) in question on land to be dedicated to the City pursuant to Section 3.3.1 of this Agreement, provided that City or constructing third party, as the case may be, delivers to Developer proof of reasonable insurance, acceptable to Developer, naming Developer as an additional insured and an indemnification of Developer against any and all claims arising from the construction of the Public Improvement(s) in question.

Developer shall diligently pursue and obtain issuance of the 404 Permit and any amendment, modification or supplement thereto in order to implement the Project. Such 404 Permit or Permits (the "404 Permit(s)") 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. This shall include 404 Permit coverage, including identification of applicable mitigation, for the segment of Westbrook Boulevard between parcels C-51 and C-52 and any required off-site improvements including, but not limited to, proposed Pleasant Grove Creek bypass channel improvements located within the Al Johnson Wildlife Area ("AJWA") property identified in Exhibit "BB" and potentially the Blue Oaks Boulevard bridge over Coyote Creek. Developer intends to mitigate the impacts of such wetland fills through a combination of on-site preservation, off-site preservation and/or on-site and off-site creation or restoration of wetland resources.

It is the intent of Developer to obtain a single 404 Permit for the Property. Developer shall be responsible for maintaining all filled or mitigated property to be dedicated to City up until the time City accepts the dedication.

Developer intends to phase mitigation required by the approved 404 Permit to coincide with phasing of development of the Property. No later than the recordation of the first small lot map north of Holt Parkway/Benchmark Drive, Developer, shall secure mitigation for the segment of Westbrook Boulevard between parcels C-51 and C-52 or reimburse third parties for actual costs of mitigation. Developer intends to fill wetland resources, as authorized by the approved 404 Permit as phasing and development of Property occurs.

2.7.1.1 Violations. Any violation of any 404 Permit(s) arising out of construction of drainage outfalls and other drainage improvements in open space areas where wetland resources are preserved or created ("Preserve", "Preserve Area" or "Preserve Area(s)") shall be the responsibility of the Landowner or Developer, as the case may be. Upon City acceptance of such improvements (which shall occur upon completion of such drainage improvements prior to City acceptance of the Preserve Area(s)), City shall be responsible for the normal operation and maintenance of such outfalls and other drainage improvements within dedicated areas. Notwithstanding City's acceptance of the drainage improvements, the City shall not be responsible for any 404 Permit or Clean Water Act violations arising from Landowner's, Developer's or third party actions affecting the normal operation of the drainage system. City shall be responsible for any 404 Permit or Clean Water Act violations, and the costs thereof, arising out of actions of the City causing such violation(s). It is also acknowledged that the City's acceptance and normal operation of the public storm drain system does not alter Landowner's or Developer's obligation and responsibility for compliance with the applicable 404 Permit(s) Preserve Area Establishment Phase (as defined in Section 2.7.2 below) success criteria.

2.7.2 Preserve Area Establishment and Perpetual Monitoring Phases. It is anticipated that the 404 Permit(s) will require preservation and/or creation or restoration of wetland resources within the Property's Preserve Area(s). City and Developer shall cooperate with one another in the formation of a financing mechanism as provided for in Section 3.19, to fund the costs of monitoring and maintaining the Preserve Area(s) in accordance with the 404 Permit(s). The financing mechanism may be established to address the two separate phases of on-site Preserve

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

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

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(s).

2.7.3 Maintenance by Developer During the Establishment Monitoring Phase.

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

Furthermore, during said Establishment Monitoring Phase and thereafter, until expiration of all applicable statutes of limitations, Developer shall indemnify, defend and hold City harmless from any and all costs, liabilities or damages for which the City is held responsible or alleged to be responsible under the 404 Permit(s), which arise out of or relate to any failure of

Developer as the case may be, to satisfy such 404 Permit(s) and Establishment Monitoring Phase requirements, excluding any such failure caused by the active negligence of City or any employees, agents or contractors thereof. City acknowledges and agrees that any proposed use or improvement of the Preserve Area(s) will be subject to the provisions of the 404 Permit(s) and the Establishment and Perpetual Monitoring Phase O&M Plan and Overarching Management Plans (as defined herein and in Section 2.7.4 below). Developer acknowledges responsibility for obtaining 404 Permit coverage for all open space uses specified in the Specific Plan and this Agreement.

Funds collected by the Public Services CFD or other financing mechanism for the purpose of maintenance of Preserve Area(s) will be made available to Developer for on-going maintenance, monitoring, and reporting for the Preserve Area(s) up to and until such time as City assumes the obligation for Perpetual Monitoring for the Preserve Area(s). The amount of funds available to Developer for Establishment Period maintenance, monitoring and reporting shall be based on a Property Assessment Report ("PAR") analysis approved by City.

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

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

2.7.5 Facilities Included in 404 Permit(s). Developer shall use its best efforts to ensure that the approval of the 404 Permit(s) includes development of the accessways, bike paths, fuel modification areas, water quality structures and drainage and flood control facilities, bridges (foot, bike, road), culverts, and ancillary improvements described in the Specific Plan and this Agreement. To the extent feasible, these improvements should be located within the outer 50 feet of any Preserve Area(s). In this regard, Developer shall include the location of known proposed bike

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

2.7.6 Preserve Area Operation and Management Plans. Following successful completion of the Establishment Monitoring period as determined by the Army Corps, the City will assume Preserve Management responsibilities for the Perpetual Monitoring phase consistent with the City's soon to be approved Open Space Preserve Overarching Management Plan. No sooner than the recordation of the first Large Lot Final Map, Developer shall collectively pay the City a \$20,000 one time fee, in exchange for appending to the City's Open Space Preserve Overarching Management Plan for Preserve Area(s) Perpetual Monitoring and reporting. Payment shall be made upon Preserve Area dedication/initiation of the Perpetual Monitoring Phase.

2.8 Obligation to Develop. By entering into this Agreement, Developer (and any Landowner that has assumed the status of a Developer per Section 1.3.5) shall not be obligated to develop all or any portion of the Property. Unless and until Developer seeks to develop the Property, Developer shall not be obligated to install or pay for the costs to install any improvement or facility described herein, or otherwise to perform any obligation under this Agreement, except for: (1) the obligation to support, and to pay costs incurred by the City in conjunction with, the annexation of the Property to the City as described in Section 1.6 hereof; (2) the obligation to dedicate temporary and/or permanent rights-of-way and/or public utility easements described in Sections 3.2 and 3.4 hereof; (3) the indemnification obligations under Article 6 hereof; (4) the obligation to pay costs incurred by the City in conjunction with processing sub-phases as described in Section 3.3 hereof; and (5) any other obligation imposed on Developer prior to development of the Property set forth in this Agreement. For purposes of this paragraph, the support of or participation in a Community Facilities District under Section 3.17.1 hereof and the application with the City for any discretionary or non-discretionary permit, or entitlement, with the exception of the Large Lot Tentative Map ("LLM"), shall be deemed actions of the Developer to seek development of the Property.

2.9 Real Property Interest Acquisition – Eminent Domain. Located north of the CSP is the Wagner property consisting of approximately 20 acres as shown in Exhibit "L", attached hereto and made a part hereof ("Wagner Parcel"). An easement in favor of the Wagner Parcel provides a route by which the Wagner Parcel is entitled to construct and gain access to Phillip Road ("Wagner Easement"), also shown in Exhibit "L". As of the date of this Agreement, no public street access by way of the Wagner Easement has been constructed to the Wagner Parcel. Development of the CSP will result in an alternative point of access for the Wagner Parcel to the CSP public road system and to the extension of Blue Oaks Boulevard. Construction of this alternative point of access is necessary for the construction of certain public improvements in the CSP as required pursuant to this Agreement.

In the event that Developer is unable to acquire and extinguish the Wagner Easement after exercising commercially reasonable efforts to do so, including, but not limited to, the rights under Sections 1001 and 1002 of the California Civil Code, and upon Developer's request and provision to City of adequate security, as determined by City, for costs City may reasonably incur, City shall negotiate for the acquisition and extinguishment of the Wagner Easement, using City's approved appraisal of fair market value under California Government Code Section 7267.2, and, if necessary, use its power of eminent domain in accordance with the procedures established and to the extent allowed by state law. Developer shall pay the costs associated with such acquisition or condemnation proceedings, including any settlement authorized or approved by the City Council in its sole discretion, or otherwise approved by Developer, provided, however, that the consent of Developer shall be required for any proposed settlement by City greater than five percent 5% over the City's approved appraisal of fair market value. This Section 2.9 is not intended by the parties to impose upon Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that Developer elects to proceed with the development of the Property, and then only in accordance with valid conditions imposed by the City upon the development of the Property under and subject to the Subdivision Map Act or other legal authority. This Section 2.9 is also not intended to abrogate the rights of Developer to final map approval under Government Code Section 66452.5.

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

ARTICLE 3. DEVELOPER 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 Developer shall be made at the time and in the amount specified by then applicable City ordinances. Wherever this Agreement obligates Developer to design, construct or install any improvements, the cost thereof may be provided by Developer, 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 Developer. In conjunction with each phased Final Map, or as otherwise required by this Agreement, Developer 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, Developer shall obtain and fulfill the terms of any state and federal permits needed for anticipated development (e.g., CoE 404 Permit(s), CDFG 1600 Streambed Alteration Agreements, RWQCB General Construction Permit as needed) and complete said development if said development is a Developer responsibility under this Agreement. At the time of City acceptance of any land dedications, the land shall be free and clear of environmental or other constraints or encumbrances (the "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 Developer is

triggered by the proposed construction by a third party of 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 the City. Developer agrees to cooperate with such third parties to use its best commercially reasonable efforts under the circumstances to remove all Encumbrances, subject to lender or mortgagee consent, as may be required. Such cooperation by Developer shall be at the sole cost to the third party requesting removal of the Encumbrances prior to dedication. Title shall be conveyed to City in fee simple and without restriction or limitation on use(s), unless approved otherwise by the City Attorney. Signage shall be installed in accordance with Section 3.24. 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 the City triggered by the third party's construction of the public improvement(s).

3.3 Project Phasing. It is anticipated that there will be a single master developer of the CSP. Developer, or its successor(s) in interest, as master developer of the CSP, shall develop and construct the infrastructure necessary to serve the Project in Phases A through C substantially consistent with the Phasing Plan set forth in Exhibit "G" attached hereto. Grading and infrastructure may be constructed in sub-phases as approved at the discretion of the City, in consultation with all affected City departments.

Except with Phase B as the initial phase, City and Developer intend for the CSP to be mass graded in the initial phase, with substantial volumes of earthen material moved from north of to south of Pleasant Grove Creek. Such mass grading is necessary to balance the material within the CSP and to avoid import or export of fill material (see Section 3.22).

In the event that the conceptual phases as shown in Exhibit "G" are proposed, or are modified or altered, or that smaller "sub-phases" are proposed within the identified Phases A thru C, 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 Developer and City, subject to the criteria set forth in this Section 3.3.
- Developer will provide detailed information (maps, analysis, written detail of improvements, etc.), to the satisfaction of City, to support the proposed sub-phase improvements for each utility/public service within the phase.
- Prior to the approval of development of any parcel, the cumulative effect of that increment of development shall be evaluated to determine its impact on existing systems. This may require, as determined by City, that special studies be conducted to demonstrate how the sub-phase is in substantial conformance with infrastructure master plans prepared for the Specific Plan.

The sub-phase shall demonstrate to the City's satisfaction that the following performance

criteria are met:

- Sanitary Sewer – One point of connection to sewer outfall is required, which may include a sanitary sewer lift station or interim lift station.
- Recycled Water – One point of connection required. A looped system is not required. Potable water may be utilized on an interim basis until and including the issuance of the 985th building permit within the CSP or such later 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 water 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. Three temporary potable water charging station connections to the recycled water system shall be allowed among the three (3) phases A-C, with two temporary potable water charging station connections anticipated for Phase A. The connection of the recycled water pipe to the potable water pipe shall consist of one gate valve and one backflow prevention device between the connections. The charging stations may be relocated within a phase or to another phase and multiple sub-phases can share a single station. Recycled water pipe lines shall be constructed concurrent with roadway construction and paving within a phase or sub-phase. Additional temporary potable water charging station connections to the recycled water system may be utilized subject to the approval of the Environmental Utilities Director.
- Potable Water – Two independent points of connection required.
- Roadway – Two points of access required (one may be a temporary EVA) and reasonable traffic circulation.
- Grading – A substantial earthwork effort is required for the CSP and to provide adequate freeboard protection from the 100-year flood elevations of both Pleasant Grove and University Creeks. Bulk earth movement and mass grading of the site is required to establish final grades. 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 the grading plans.
- Storm Water Detention – Any sub-phase shall demonstrate that adequate storm water detention is provided. Additional studies will determine when the in-stream detention facility identified in the master drainage plan will be required.
- Pleasant Grove Creek Bypass Channel – Prior to development of any sub-phase within either Phases A or C, as shown on Exhibit “G”, the bypass channel shall be constructed.

- Stormwater Management – Any sub-phase shall demonstrate that adequate storm water management is provided.
- Electric - Any sub-phase shall be consistent with Section 3.11.3 of this Agreement.

Developer 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. Developer 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, which will identify the three phases as shown on Exhibit “G”. Consistent with Section 3.5.4.2 below, security shall only be required for recordation of small lot tentative subdivision maps. All future rights-of-way for arterial and collector roadways including landscaped corridors adjacent to low and medium density residential properties, open spaces, and future public lands for the electrical sub-station, well site, sewer lift station, solid waste recycling site and parks shall be identified. These lands shall be dedicated to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (“IOD”) or, in the event that construction is proposed by a third party for any public improvement identified in this Agreement prior to the recordation of the first Large Lot Final Map, separate IODs for rights-of-way and construction easements shall be dedicated, subject to Section 3.2.

With the recordation of the first Large Lot Final Map Developer shall dedicate to City separate IODs for (1) future rights-of-way to include all landscape corridors adjacent to Low Density Residential and Medium Density Residential parcels, and (2) an access and construction easement the width of the ultimate road right-of-way plus twenty five feet (25’) or to the back of the landscape corridor, whichever is less, along the full length of Westbrook Boulevard and Blue Oaks Boulevard.

Upon the recordation of any Large Lot Final Map, the City shall accept all IODs subject to improvement. The IODs shall remain in force until such time as all Developer obligations for public improvements and/or Preserve Area Establishment Phase monitoring is complete. Upon issuance of a Certificate of Completion (“COC”) for the completed improvements within the IODs, and following the acceptance of those improvements by the City Council, the City shall accept the dedications of rights-of-way and Public Utility and Access easements. City is not obligated to accept land dedications for future P/QP, park, or other public improvements until the frontage improvements to such land dedications are completed and City is prepared to improve and maintain the site. Except as provided in Section 3.12.6 below, maintenance of these properties remains a Developer obligation until accepted by City. At the time of acceptance by City of any parcel(s) offered as an IOD, the parcel shall be free and clear of all Encumbrances inconsistent with the intended use of the property, unless expressly waived by the City. In the event, however, that the land dedication is triggered by the proposed construction by a third party of a public improvement identified in this Agreement and with the cooperation of Developer as set forth in Section 3.2, 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 the City.

Separate Large Lot Final Maps can be recorded for each phase shown on Exhibit "G", along with any additional easements for utilities and/or roadways necessary to serve that phase.

3.4 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Developer to City for the arterials, collectors and other local streets within the Property or within public easements granted by Developer to City for such purposes. Accordingly, upon approval of any final large lot subdivision map or demand of the City based upon service needs, whichever occurs first, Developer 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), Developer 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, powerline corridor or other legitimate public 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. Developer, 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, and as shown in Exhibit "H".

3.5.1 Developer's Obligations. Developer's obligation for residential and collector roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights, striping, all necessary drainage improvements, and pavement section. Except as provided below in Section 3.5.2, Developer obligation for arterial roadways shall consist of curb, gutter, sidewalk, one-half of the median landscaping and median curbing, grading of one half of the full road section, drainage facilities, utilities, street lights, signal interconnect conduits, and eighteen feet (18') of asphalt pavement for each side of the roadway adjacent to Developer's Property, including aggregate base and sub-base, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts as may be required by the City Engineer (collectively "Frontage Improvements"). Auxiliary lanes, turn flares, deceleration lines, tapers, transition lanes and bus turnouts shall be constructed in, and encroach into, the public utility easement/landscape easement corridors per the Specific Plan. The area within which such Frontage Improvements are to be located shall be referred to herein as Developer's frontage. Unless specifically identified within this Agreement, Developer 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.

Provided that City has available funds within the City's CIP account to reimburse Developer for work performed, City may require Developer to complete additional roadway segments for Blue Oaks Boulevard and/or Westbrook Boulevard, in addition to the defined Developer's obligations, that provide a public benefit as determined by the Public Works Director at the time of

improvement plan review. City and Developer shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Developer, based upon invoices for actual work constructed, for stages of the additional roadway improvements described that have been signed off by City inspectors.

Except as set forth below in Sections 3.5.2 and 3.5.3, 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 3.5.7, respectively, of this Agreement.

3.5.2 Arterial Roadways. Developer shall grant easements and dedicate all IODs for all arterial roadways under the terms set forth in Sections 3.2 and 3.3.1 above. Arterial roadways wholly within and adjacent to the Specific Plan are Blue Oaks Boulevard and Westbrook Boulevard. City and Developer 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 improvements required for each arterial are described in the Phasing Plan, and on Exhibits "H", "I", and "J". Arterial roadway improvements in excess of Developer's required Frontage Improvements constructed by Developer pursuant to this Section 3.5.2 shall be subject to a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Developer and City. City shall establish a traffic mitigation fee set-aside fund dedicated to CIP improvements within the Plan Area that are in excess of required Frontage Improvements by withholding 60% (the "TMF Set-Aside Fund") of City Traffic Mitigation Fee ("TMF" or "City TMF Fund") revenues paid by Developer, as set forth in Section 3.5.2(a) and (b) below. Payments to Developer for CIP improvements shall be on a first completed, first paid basis and shall be distributed from the TMF Set-Aside Fund as improvements are constructed and invoiced pursuant to the Funding, Construction and Acquisition Agreement, and shall be in no particular order of priority with the exception of Blue Oaks Boulevard CIP improvements. Where Blue Oaks Boulevard CIP improvements are constructed pursuant to Section 3.5.2(a) and Westbrook Boulevard CIP improvements are constructed pursuant to Section 3.5.2(b), the costs of such improvements shall be eligible for reimbursement from those monies within the TMF Set-Aside Fund, with payment to occur as such Blue Oaks Boulevard and Westbrook Boulevard CIP improvements are constructed, inspected and invoiced.

Within thirty (30) days of City acceptance of improvement plans, City and Developer shall enter into a Funding, Construction and Acquisition Agreement to provide for periodic progress payments to Developer, 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.

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

(a) **Blue Oaks Boulevard.** Blue Oaks Boulevard is planned as a six-lane arterial. Developer shall construct the northerly half of Blue Oaks Boulevard from the western boundary of the Urban Reserve parcel to the western boundary of the CSP, as shown in Exhibit "I". Developer

shall be responsible for the arterial road improvements as described in Section 3.5.1 above.

City shall pay Developer out of the TMF Set-Aside Fund for the cost of the additional two inside lanes (22 feet of pavement), but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide up to 60% credit against the TMF applied to building permits on Developer's Property, for all dwelling unit equivalents ("DUEs") on Developer's Property, up to the amount of the payments due to Developer, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Developer such amount, less the amount of any payments and credits previously extended to Developer against the TMF applied to DUEs on Developer's Property.

Construction of segments of Blue Oaks Boulevard shall be phased as shown in Exhibit "I". The segment from Westbrook Boulevard west to the western Property boundary shall be constructed with sub-phased development of adjacent parcels in the CSP (parcels C-30, C-41 and C-42), but in no event later than the completion of the affordable housing site on parcel C-42.

In the event that Blue Oaks Boulevard has not been constructed by others to the eastern property boundary, Developer shall construct off-site improvements including the northern half of Blue Oaks Boulevard and Coyote Creek bridge. Developer shall be entitled to reimbursement from the TMF Set-Aside Fund, to the extent funds are available. For any portion of funds not available in the TMF Set-Aside Fund, Developer shall be entitled to credits up to 60% credit against the TMF applied to building permits on Developer's Property, for all dwelling unit equivalents ("DUEs") on Developer's Property, up to the amount of the payments due to Developer, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Developer such amount, less the amount of any payments and credits previously extended to Developer against the TMF applied to DUEs on Developer's Property.

(b) Westbrook Boulevard. Developer is obligated to construct both outside Frontage Improvements as defined in Section 3.5.1, and the additional necessary transition lanes to the Pleasant Grove Creek crossing, as well as the CIP-reimbursable adjacent inside lane on each side of Westbrook Boulevard from Blue Oaks Boulevard to the southern boundary of parcels C-51 and C-52. The improvements shall include the construction of one-half (three lanes) of the Pleasant Grove Creek crossing and the necessary transitions from the six-lane arterial to the three-lane crossing. Landscaping shall be installed in those areas of the remaining median outside of the transition lanes that will be part of the ultimate median. Developer shall construct temporary transition lanes which are not eligible for reimbursement. The "Funding, Construction and Acquisition Agreement" for Westbrook Boulevard shall identify the cost difference between Developer's obligations to landscaping and median curbing, and the internal CIP travel lanes as the reimbursable credits.

City shall pay Developer out of the TMF Set-Aside Fund for the cost of the additional two inside lanes (less obligations), but if insufficient funds are available for such payment, City shall make payment to the extent funds are available, then provide 60% credits against the TMF applied to building permits on Developer's Property, for all dwelling unit equivalents ("DUEs") on Developer's Property, up to the amount of the payments due to Developer, provided, however, that once sufficient TMF Set-Aside Fund revenues are available to pay for such improvements, City shall pay Developer such amount, less the amount of any payments and credits previously extended to Developer against

the TMF applied to DUEs on Developer's Property.

(1) Westbrook Boulevard Between Parcels C-51 and C-52. The section of Westbrook Boulevard between parcels C-51 and C-52 ("Westbrook Through Open Space") shall be consistent with Exhibit "J". Developer shall not be required to construct Westbrook Through Open Space, including wet and dry utilities.

Developer shall be responsible for the cost of frontage improvements, as identified in Section 3.5.1, including landscaping and post and cable fencing, as shown in the Specific Plan and for the 404 Permit(s) and mitigation associated with this roadway segment. The estimated costs for these improvements are shown in Exhibit "J-1".

Westbrook Through Open Space shall be constructed by City or third party at such time that extension of Westbrook Boulevard north of the Plan Area is required to provide adequate circulation. Should this improvement be constructed by third party, City shall reimburse such third parties for Westbrook Through Open Space with funds from the City's Capital Improvement Program (CIP). Developer agrees to reduce reimbursement owed by benefitted third party by the actual cost of the frontage improvements identified in Exhibit "J-1". In addition, Developer shall allocate the cost of its frontage improvements, as listed in Exhibit "J-1" as a credit against the reimbursement obligations of third parties to Developer for Developer's constructing and oversizing of improvements benefitting such third parties.

In addition, Developer acknowledges that City will allocate future reimbursements due to Developer from benefitting third parties first for the construction of the roadway frontage improvements described above and listed on Exhibit "J-1".

In the event Developer's cost obligation described in this Section 3.5.2(b)(1) exceeds the reimbursement obligations of third parties to Developer, Developer shall be obligated to pay the difference to the City. In such an event, that amount owed to the City by Developer shall be made part of the Traffic Mitigation Fee to be collected for all remaining units.

3.5.3 Collector Streets. To provide access to the Property, Developer shall construct curb, gutter, pavement, streetlights, utilities, and ancillary improvements related thereto as shown in the Entitlements for those roadways identified as collector streets in Exhibit "H" located within the Property. Collector roadways in the Specific Plan area are Holt Parkway, Benchmark Drive, and Creekview Plaza. City and Developer acknowledge that the locations of these roadways are schematic in nature and may be revised during the design of the improvement plans therefore, i.e., based on the final design for such collectors and the final lot subdivisions for the Property. Developer shall not be entitled to any reimbursement or credits toward the City's Traffic Mitigation Fee for any costs associated with the design and/or construction of collector roadways.

3.5.3.1 Bus Transfer Station. The design and location of the bus transfer station on the north side of parcel C-70 shall be determined with the Design Review Permit or the Major Project Permit for that parcel (or another Major Project Permit for the parcel). The bus transfer station shall include bus turnouts, shelters and bike lockers to accommodate the bus transfer requirements as determined by the City at the time of approval of any Project Permit for parcel C-70.

Developer shall maintain the bus transfer station with reimbursement from the Public Services CFD as defined in Section 3.19 of this Agreement.

3.5.4 Timing of Dedication and Construction of Road Improvements.

3.5.4.1 Rights-of-way for the arterial and collector roadways shown on Exhibit "H" shall be dedicated as IODs to the City as set forth in Section 3.2 and Section 3.3.1, and with the recordation of the Large Lot Map for each phase. 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, Developer shall provide adequate assurances to City, either in the form of subdivision improvement bonds, issuance and sale of bonds by the CFD or other manner acceptable to the City, that adequate funds are available to finance the completion of all improvements to Arterial Roadways, and Collector Streets to serve the portion of the Property which is the subject of the small lot residential subdivision map; provided, however, Developer 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 Developer 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 Developer and the Public Works Director. The rights-of-way required for such road improvements shall be as set forth in the Specific Plan, or, if not shown in the Specific Plan, then as set forth in the City's Improvement Standards.

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

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

3.5.7 Traffic Signals. Developer shall be responsible for the costs of construction of traffic signals as shown on Exhibit "K" and described in the Phasing Plan through the payment of the Traffic Mitigation Fees. Developer shall construct the traffic signals set forth in Exhibit "K", as may

be required by the City at time of roadway construction, for which City shall make progress payments to Developer 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 minimum, at the time of the construction of the roadway intersections, Developer 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 signals, City shall install mast arms, signals and signal controllers as needed in the future. If TMF Set-Aside Fund revenues are not available to fully pay Developer for any traffic signal improvements constructed by Developer under this Section 3.5.7, City shall provide 60% credits to Developer against the TMF applied to building permits on Developer's Property, up to the amount of the reimbursement then yet-to-be reimbursed by City to Developer, provided, however, once sufficient City revenues are available to fully pay Developer, City shall so pay Developer, less the amount of any credits previously extended to Developer against the TMF applied to DUEs on Developer's Property. Developer shall be entitled to credits toward the design and construction of public traffic signals and/or signals warranted by City that are constructed in their ultimate location.

Temporary traffic signals installed with phased improvements on Blue Oaks Boulevard or Westbrook Boulevard in locations other than ultimate locations shall be the responsibility of Developer and will not be eligible for credits toward the City's TMF, except as provided below. In the case of temporary traffic signals on Blue Oaks Boulevard, if at the time of the construction of the ultimate improvements, the temporary signal was operational for a minimum of ten (10) years, the associated costs for the relocation and the costs for the construction of the ultimate signal shall be reimbursed to Developer from the TMF Set-Aside Fund.

3.5.8 Paseo Facilities. Typical Developer obligations for collector road frontage improvements include a 25-foot wide landscape setback and a 5-foot wide pedestrian path on each side of the collector roadway. Within the Project, Developer shall construct paseos consistent with the Specific Plan and Design Guidelines. At the time of adjacent development, Developer shall construct the adjacent landscape/paseo corridor and 10-foot wide Class 1A sidewalk. Depending on the phased development requirements, and to maintain the integrity of the pedestrian connectivity within the Plan Area, temporary non-reimbursable and non-creditable 5-foot wide AC pedestrian path may be required by the City. The costs of paseos shall be financed by Developer.

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

3.5.10 Highway 65 Joint Powers Authority. Developer 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 Developer hereby consents to and waives any objection to such inclusion.

Developer agrees that until such time as the Highway 65 JPA Fee is amended to include the Property, Developer shall pay the fee applicable to the West Roseville Specific Plan Area ("Interim Highway 65 JPA Fee") in the amounts and at the times specified by the Highway 65 JPA Fee program. If Developer 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 DUEs 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 Developer to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

3.5.11 South Placer Regional Traffic Fee. Developer 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 Developer hereby consents to and waives any objection to such inclusion.

Developer agrees that until such time as the SPRTA Fee is amended to include the Property, the fee applicable to the West Roseville Specific Plan Area shall apply to the Property and Developer shall pay such fees ("Interim SPRTA Fee") in the amounts and at the times specified by the SPRTA Fee program. If Developer 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 DUEs 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 Developer to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

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

the 20 Cities average and San Francisco average.

3.5.13 Transit Master Plan Funding. Developer 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 \$7,000, \$6,000, and \$7,000, respectively, prior to the recordation of the first Large Lot Final Map.

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

3.5.15 Watt Avenue and Vista Grande Boulevard Extension Traffic Mitigation Fee. If and when the City and Placer County develop fee programs to mitigate regional traffic concerns, Developer 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 Watt Avenue between the Regional University Specific Plan and future Placer Parkway and Road B west of the Sierra Vista Specific Plan boundary to Baseline Road. Developer waives the right to protest the adoption of the fee. Nothing stated in this Subsection 3.5.15, however, shall prohibit Developer from commenting on or proposing alternatives to the methodology or appropriate spread of such a regional roadway fee.

3.5.16 Placer County Traffic Mitigation Fee. Developer agrees to pay to City a fee of \$130 per DUE (the "Placer County Traffic Mitigation 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 (excluding Watt Avenue (Santucci Boulevard) and the extension of Vista Grande Boulevard as provided in Section 3.5.15 above). Once established, the Placer County Road Impact Fee shall be adjusted annually after the completion of annexation proceedings for the Specific Plan by the percentage of change in the CCI.

3.5.17 Fee Credits/Reimbursement for Construction of CIP Improvements. Developer 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.

3.5.18 Transportation Systems Management. Developer shall comply with the City's Transportation Systems Management Ordinance.

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

3.5.20 Access to Adjacent Properties. Developer shall maintain accesses to adjacent Wagner property (APN 017-101-010) and Harris property (APN 017-101-105) as shown in Exhibits "L" and "M", respectively, or in another acceptable configuration that provides similar access in the future, which may include routing over and across newly constructed roadways as a part of the CSP. Physical all weather accesses shall be maintained continuously during construction.

3.6 Sewer Facilities. Developer shall construct on-site sewer facilities as described in this Section, the Phasing Plan, and as shown in Exhibit "N" or alternate design shown in Exhibit "O", attached hereto. In the event that the WRSP has not constructed sewer facilities necessary to serve the CSP, Developer shall construct the necessary off-site sewer facilities (namely off-site sewer outfall lines in Westbrook Boulevard and in the unnamed access road north of parcel W-60 in the WRSP and the Pleasant Grove Wastewater Treatment Plant) and obtain reimbursement from the WRSP in accordance with Section 3.25 herein. Developer shall be solely responsible for obtaining easements and rights-of-way located within the Specific Plan that are required for construction of such improvements. City shall provide Developer with any rights-of-entry needed to connect these improvements to the City's existing sewer system. Except for the improvements expressly described herein and as shown on Exhibit "N" or alternate design shown in Exhibit "O", Developer shall have no obligations to install or pay for the installation of any off site treatment facilities, except through the payment of sewer connection fees (local, regional and special benefit) levied and collected by the City at the time of development pursuant to City ordinances.

3.6.1 Master Wastewater Plan. Developer shall construct wastewater conveyance facilities to connect the Project to the Pleasant Grove Wastewater Treatment Plant ("Treatment Plant"). Construction of such facilities shall be consistent with Exhibit "N" or alternate design shown in Exhibit "O".

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

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

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

3.6.4 Public Utility Easements. Where wastewater improvements to be constructed

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

3.6.5 Wastewater Facilities for Reimbursement. Subject to the provisions of Section 3.25 and 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Developer'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 proportionate share of total flow as determined by the City (hereinafter "Flow in Pipe(s)") attributed to the Property and other property benefited by such construction. Specific wastewater facilities subject to reimbursement pursuant to this Section 3.6.5, Section 3.25 and Section 4.2 of this Agreement are shown in Exhibits "P" and "Q" and listed in Exhibit "KK". For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.

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

3.7 Water Supply.

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

3.7.2 Groundwater Well. If applicable, Developer shall dedicate to City parcel C-84 for one (1) groundwater well at the approximate location shown on Exhibit "R". The City shall be responsible for the construction of a monitoring well for determining water production and quality and the topside improvements. Developer 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. To facilitate the drilling of the monitoring well, Developer will provide City and its contractors access to and within the well site to enable City to install the monitoring well to confirm desired capacity and water quality.

It is the intent of this Section 3.7.2 (and the Parties) that the groundwater well location identified within the CSP be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater 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, Developer shall, at its own cost, work with the City to relocate the

well site within the CSP until these objectives are satisfied.

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

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

3.7.4 Periodic Confirmation of Water Conservation Goal. The City has determined that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Creekview Specific Plan Water Conservation Plan (November 2010) as shown in Exhibit "S", which includes a reduction in water use by 18.4% over business-as-usual factors.

The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies, and, in drought or emergency situations, the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for 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 CSP.

Upon construction of dwelling units in the Plan Area that cumulatively utilize 25% of the projected total potable water usage of the CSP, and then every three years thereafter during the term of this Agreement, at the time of 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 Developer pursuant to measures implemented under Section 3.7.3 of this Agreement shall be factored into the review provided hereunder to the benefit of Developer. 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 reasonable measures needed to assure the water supply will meet the Project's demands. In the event, however, that the City adopts a city-wide requirement for reduced water use by more than 18.4% of current potable water usage and the built portion of the CSP has met its 18.4% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such city-wide requirement. Development and implementation of such measures shall be at Developer's cost. The foregoing notwithstanding, should City achieve its adopted city-wide water conservation goals through other measures, the CSP shall not 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. Developer has prepared a Water Study for its on-site water facilities and prepared a general design of the water system as shown on Exhibit "T" that identifies the size and location of waterlines, and other required facilities to serve the Plan Area. The timing of construction of such facilities is set forth in the Infrastructure Schedule in Exhibit "KK".

3.8.2 Water Facilities. Developer shall construct on-site water system facilities as shown on Exhibit "T". In the event that the WRSP has not constructed water lines (namely water lines within Blue Oaks Boulevard and West Park Drive) necessary to serve the CSP, and it can be demonstrated through the City hydraulic model that the water lines within the WRSP are needed to supply water to the CSP consistent with City standards, Developer shall construct the necessary water lines and obtain reimbursement from the WRSP in accordance with Section 3.25 of this Agreement. All such facilities to be constructed by Developer, including mains, shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Developer and the Environmental Utilities Director, subject to City plan review, construction inspection and final approval. Developer shall pay then current plan check, mapping and inspection costs incurred by City for review, mapping and inspection of such improvements. Developer 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. Subject to the provisions of Section 3.25 and Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties within and outside the Urban Reserve whose property is benefited by Developer's construction of water facilities required by City in which there exists capacity in excess of that required to serve the development of the Property. Such reimbursement shall be pro rata, based on Flow in Pipe(s) attributed to the Property and other property benefited by the construction. Specific water facilities subject to reimbursement pursuant to this Section 3.8.3, Section 3.25, Section 3.26 and Section 4.2 of this Agreement are shown in Exhibit "U" and listed in Exhibits "V" and "KK". For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.

3.8.4 Water System Sequencing. Water system facilities shall be constructed as provided in the Phasing Plan, Exhibit "G", concurrently with the construction of the road

improvements described in Section 3.5 of this Agreement, and as generally shown on Exhibit "T". Extensions into the neighborhoods will be completed with their respective development. 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 Developer are not located within road rights-of-way, as and when Developer installs such water facilities, Developer 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.

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

3.8.7 Disclosure to Buyers. Developer 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 the groundwater well.

As further disclosure Developer shall install signage at future water facility sites describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation. (See Section 3.24).

3.9 Recycled Water Facilities. Developer shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3 of this Agreement, and as shown in Exhibit "W", 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. Developer shall construct and dedicate upon completion thereof, a recycled water distribution system as generally shown in Exhibit "W". In the event that the WRSP has not constructed recycled water facilities (namely recycled water lines in Blue Oaks Boulevard and West Park Drive) necessary to serve the CSP, Developer shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP in accordance with Section 3.25 of this Agreement.

City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the West Roseville Specific Plan as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (three total) as set forth in Section 3.3, and make the appropriate connections to the West Roseville Specific Plan recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the West Roseville Specific Plan. Upon completion of construction of said recycled water tanks and pump station expansion, should Developer desire to continue utilizing interim potable water supply as set forth in Section 3.3, the responsibility to dismantle and eliminate each potable water charging station shall be transferred from City to Developer. The dismantling and elimination of each potable water charging station shall occur at the

time interim use of potable water supply is terminated and the use of recycled water begins pursuant to Section 3.3.

City costs, estimated at \$1.64 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through the CFD as outlined in the Financing Plan for the Project. Payment from the CFD will not be required until after the 985th building permit as outlined in Section 3.3 herein.

All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Developer 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, Developer 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 3.25 and Section 4.2 of this Agreement, Developer shall be entitled to reimbursement from third parties within the Urban Reserve and outside the CSP whose property is benefited by Developer'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 Flow in Pipe(s) attributed to the Property and other property benefited by the construction. Specific recycled water facilities subject to reimbursement pursuant to this Section 3.9.2, Section 3.25 and Section 4.2 of this Agreement are shown in Exhibit "X" and listed in Exhibits "Y" and "KK". For properties outside of the Urban Reserve, Developer shall submit documentation to the City to justify the requested reimbursement.

3.9.3 Recycled Water Engineering Report. Developer 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 CSP. Prior to submittal to the State Water Quality Control Board, Developer 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. Developer 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 multi-family 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 CSP Plan Area shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection.

3.10 Drainage Facilities. Developer shall be responsible for the design and construction of all storm drain facilities required to serve the Property in conformance with the CSP Drainage and Storm Water Master Plan, the then approved City Improvement Standards, City Storm Water Management Program, the MS4 Permit as issued and modified by the State and Regional Water Quality Control Board, the approved Placer County Storm Water Management Manual, the 404 Permit(s) issued by the Army Corps, and any agency required Establishment Phase Operation and Management Plan and/or City's Preserve Area Overarching Management Plan (whichever Management Plan is in force at the time). All appropriate aspects of the Low Impact Development Plan ("LID") and the Flood Control Plan as specified in the Master Drainage Plan and in the Specific Plan will be the responsibility of each increment of development at the time of development.

In general, drainage facilities shall be constructed concurrent with roadway and grading improvements, and shall include permanent outfall structures and open space storm water treatment devices within the Specific Plan boundaries. All drain outfalls shall be extended beyond the future bike trails and provide access for future maintenance. Temporary drainage facilities may be required for grading operations and shall conform to all applicable requirements. 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 tributary to any 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. Developer shall provide drainage improvements as provided in this Section 3.10, the Phasing Plan and as shown in Exhibit "Z", attached hereto and made a part hereof. Except for the improvements expressly described herein and as shown in Exhibit "Z," Developer 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 and/or as referenced in Section 3.10.5 of this Agreement.

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

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

3.10.3 Grant of Floodplain. Prior to or concurrent with approval of any final map containing areas within the 100-year floodplain as shown in Exhibit "AA", Developer 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 "HH" and the Specific Plan.

3.10.4 Drainage Easements. Where permanent drainage facilities to be owned and maintained by City are to be constructed by Developer and are not located within road rights-of-way, as and when Developer installs such drainage improvements, Developer 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 Developer, the Developer shall secure all necessary rights of entry and third party easements. Developer shall not withhold the grant for right-of-entry to construct any off site drainage improvements and/or the dedication of easement to the City for permanent and temporary structures. All drainage outfall structures for storm drain flows leaving the Plan Area shall be built as either temporary or permanent structures wholly on properties in the Plan Area. The City will offer no power of eminent domain for such drainage outfall structures.

3.10.5 Pleasant Grove Creek Bypass Channel Improvements. Developer shall construct Pleasant Grove Creek bypass channel improvements set forth in this Agreement, and as shown in Exhibit "BB". Prior to development of Phases A or C as shown on the Phasing Plan in Exhibit "G", the bypass channel shall be constructed.

Such bypass channel improvements constructed on the City's Al Johnson Wildlife Area ("AJWA") property shall be consistent with the City's plans for a regional storm water

detention facility on the AJWA property. Developer shall construct the bypass channel improvements located within the CSP at its expense. City shall, at the time of its construction, to the extent funds are available in the Pleasant Grove Creek Drainage Fee Fund, fund the cost to construct bypass channel improvements located within the AJWA property, shown in Exhibit "BB". If sufficient funds are not available, Developer shall be entitled to credits against the City's Pleasant Grove Creek Drainage fees for the cost of constructing bypass channel improvements located within the AJWA property. Bypass channel improvements include grading and placement of soil, construction of berms, channel, low flow channel, weirs, inlet structure and outlet structure.

Material excavated within the CSP shall remain within the CSP and material excavated within the AJWA property for construction of the improvements shall be used within the AJWA. Earthen material in excess of that required for the construction of berms on the south side of the bypass channel shall be placed as engineered fill on the AJWA property as shown in Exhibit "BB".

Prior to the construction of the bypass channel improvements, detailed engineering drawings shall be submitted for review and approval by City. All aspects of the bypass channel as referred to in the Creekview Drainage and Stormwater Master Plan (December 13, 2010) pertaining to velocities, erosion control, sediment transport, sediment deposition, contouring, storm water detention, restoration, and storm water management shall be addressed. Plans shall additionally include grading and placement of soil, construction of berms, low flow channel, weirs, inlet and outlet structures, maintenance protocols, and operational protocols associated with the future operations of the regional detention facility located on the AJWA property. The bypass channel design shall include a grading plan for the placement of excess earthen material on the southwest portion of the AJWA property and shall provide positive drainage to Pleasant Grove Creek.

Regulatory permitting and/or review shall be the responsibility of the Developer and coordinated with City efforts. Until such time as the obligations of the 404 Permit(s) and monitoring periods are complete, the Developer shall be responsible for operations and funding for maintenance of bypass channel improvements and to provide and conduct any remedial improvements that may be required.

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

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

3.11.2 Off-Site Electric Facilities. For the purposes of this Section 3.11.2, “off-site” means outside the Plan Area. If the electric infrastructure is not installed to the boundary of the Plan Area prior to the start of construction of the first phase of the Specific Plan, Developer agrees to construct, or finance the construction of, off-site 12kV electric distribution facilities as directed by the Electric Utility Director. Developer shall construct or finance construction of off-site 12kV electric distribution facilities in accordance with final off-site electric distribution designs for the Specific Plan as directed by the Electric Utility Director in accordance with applicable City Electric Utility Department Specifications. Design of any final electric utility improvements (off-site, on-site, in-tract) including streetlights, shall commence prior to receipt of approval of improvement plans for the applicable Specific Plan roadways. Any costs of re-design of electric improvements due to adopted improvement plans shall be borne by Developer.

3.11.3 Electric Substation. The Developer shall, prior to the issuance of the 500th residential building permit or any combination of building permits within the CSP as set forth below, dedicate to City a 0.90 buildable acre site (parcel C-81) net of easements, wetlands, riparian corridors and required setbacks for use as an electrical substation, as shown on Exhibit “CC”. The substation site shall not be encumbered by any easements or any other use constraints, except as approved by the Electric Utility Director. At Developer’s expense, the substation shall be dedicated in fee, free and clear of all wetlands.

Developer shall, as set forth below, and at Developer’s expense, provide the substation site graded and compacted to within six inches (6”) of final grade as approved by the Electric Utility Director and consistent with the City’s grading ordinance, and where retaining walls are required, provide the retaining wall with split face key stone style or comparable quality / design to be installed by Developer. The Developer shall provide an access road capable of transporting a 200,000 pound distribution transformer and associated transportation trailer. The road shall be designed to meet the truck and trailer minimum turning radii, shall be the width of twelve feet (12’) plus two foot (2’) aggregate base shoulders on each side of the road and shall have a structural section consisting of lime treated sub grade with 2” asphalt concrete over 4” aggregate base. The final design of the access road shall be reviewed and approved by the Public Works Director after consultation with the Electric Department’s engineering group before it is constructed. In addition to the temporary access road, Developer shall complete the finished grading of the bike trail and power line corridor from the property boundary on the east to the future location of Westbrook Bridge crossing over Pleasant Grove Creek as shown on Exhibit “CC”. This grading will facilitate the installation of the final alignment of the 60KV overhead line that will serve the future substation in the CSP. The trail and power line corridor will be graded to within 6” of final grade and will include a minimum of 6” aggregate base to serve as a temporary access road to the pole line installation. Any easements, access and dedications required to facilitate the installation of this pole line will also be provided by Developer. Developer shall grant a temporary easement for the temporary electric access road and dedicate the substation within the CSP as set forth below.

Provided that Developer provides an access road, power line corridor, temporary easements and substation site as defined above prior to the issuance of the 500th residential building permit, the City shall not restrict the issuance of any additional building permits on the basis of insufficient electrical service capacity for the balance of the Project. Should the Developer fail to provide the required sites and access by the 500th permit, Developer will only be allowed up to 995

permits, or DUE equivalents or any combination of building permits within the CSP that the City determines, in its sole discretion, is the equivalent to building permits for 995 single family residential detached units. Delays by Developer in dedicating the substation site and power line corridor will result in delays in the availability of power until such time as the substation is fully operational with the ability to serve the remainder of the CSP.

City shall construct the electric substation and all other tenant improvements on parcel C-81 at the time when needed to serve the development of the Plan Area provided the site is dedicated to City in sufficient time to allow for a reasonable time for City to construct the electric substation and that City has sufficient funds to construct the electric substation.

3.11.4 60kV Disclosure. Developer shall include a notice in the project CC&Rs and its sales documentation advising property owners adjacent to the 60 kV easement areas shown on Exhibit "CC" or adjacent to the final location of the 60kV easement 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, Developer agrees to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be accepted by the City, unless and until streetlights have been installed in accordance with the Specific Plan and applicable requirements of the Electric Department. Streetlights shall meet Roseville Electric's specifications for residential and/or commercial construction in effect at the time the construction improvement plans are approved and issued by the City.

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

1. All residential dwelling units will install residential air conditioning units with the following sets of parameters, as a minimum standard:
 - a. A Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve ("TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations

required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Utility Director or designee.

2. A direct load control device will be installed on all new residential dwelling units to the extent and subject to availability of program funds at the time of final map approval. The device will cycle the air conditioner compressor on/off during summer high peak load hours and operate under the control of Roseville Electric. Roseville Electric will install and maintain the devices at no cost to the builder/homeowner and/or Developer. Roseville Electric shall install the device in a manner that does not delay Developer's construction or sale of the residence. Customers will be automatically enrolled in the load control program and will remain in the program or must actively opt out. Developer shall disclose to all residential buyers the following: (1) their property has been installed with a Roseville Electric owned air conditioner cycling demand switch; (2) the home buyer is automatically enrolled in the program; (3) Developer will provide the home buyer with an opportunity to opt out of the program at the time of close of escrow and that this information will be provided to the Roseville Electric Utility Director designee. Disclosures to subsequent purchasers regarding direct load control devices are required consistent with Section 3.23(15) of this Agreement.
3. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Utility Director or designee.

3.12 Parks, Open Space, and Bike Trails. Developer shall dedicate to City a total of 15.7 acres of active park land and 136.2 acres of open space lands, pay fees for construction of city-wide park, park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan and as shown in Exhibit "DD".

Developer shall not construct any private single access gates or private access from any single parcel of residential property onto public spaces, such as parks, preserves, and paseos. Additionally, Developer shall place the foregoing restriction as applicable to property owners in the CC&Rs for any single family residential subdivision.

3.12.1 Park and Open Space Dedications. Developer shall dedicate to City a total of 15.7 acres of active neighborhood parkland and 136.2 acres of open space. The following four park parcels, and five open space parcels shall be dedicated to City as described below and shown in Exhibit "DD":

1. A 7.3-acre, more or less, portion of the Property for the purposes of a public park, shown as parcel C-60;
2. A 4.7-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-61;
3. A 1.5-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-62;
4. A 2.2-acre, more or less, portion of the Property for the purpose of a public park, shown as parcel C-63;
5. A 36.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;
6. A 35.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
7. A 15.0-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
8. A 24.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-53; and
9. A 24.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages shown as parcel C-54.

Developer shall dedicate to the City on the face of each Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD) any park lands and open space parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel and parcel grading, are substantially complete and the City is prepared to improve and maintain the site per Section 3.3.1 above. In the event Developer uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.),

Developer shall, prior to acceptance by City, restore the site to an acceptable rough graded condition. In the case where fill material is required to reclaim the site, fill shall be placed in engineered lifts. Developer shall submit a soils analysis report of the fill material to be used to the Parks & Recreation Department for review and approval prior to placement of material. Prior to dedicating any open space parcels to City, Developer shall work with City to ensure City has complete and permanent access to such open space parcels for maintenance and emergency response purposes.

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

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

City agrees that the total amount to be financed by Developer 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, Developer shall support the formation of the Community Facilities District – Public Services District ("Services CFD") defined therein. Among other things, the Services CFD shall be authorized to levy special taxes or assessments on the Property and to provide maintenance of the parks, streetscapes and paseos.

3.12.3 Neighborhood Park Fee. In accordance with the Parks Financing Plan for the Property, Developer 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 \$2,623 per Low Density Residential unit, \$2,241 per Medium Density Residential Unit, and \$1,859 per High Density Residential unit, subject to annual adjustment, on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the applicable neighborhood park fee fund.

The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units proposed to be entitled in the Plan Area for construction of Neighborhood Parks within the CSP. 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 five percent (5%). 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 and Bike Trail Fees to fund such shortfall from the rezoned parcel(s).

At the end of each 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. Developer may request a refund of the pro-rata share of any remainder funds once the last neighborhood park in the CSP is complete. If there are any remainder fees, City shall, within ninety (90) days of filing a notice of completion of the last neighborhood park for the CSP, refund to Developer 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, Developer shall construct the frontage improvements (excluding landscaping), which include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs. The cost of this work has been accounted for in the Neighborhood Park Fee as determined in the Parks Financing Plan. Developer shall be entitled to reimbursement from the Neighborhood Park Fee as set forth below. At the time Developer installs infrastructure frontage improvements for the neighborhood parks, Developer may construct the sidewalks, as specified in the Specific Plan and upon mutual consent of the City and Developer. The construction cost of such sidewalks shall be entitled to reimbursements from City's Neighborhood Park Fee revenues. Developer shall be entitled to a reimbursement for the sidewalk cost provided City has sufficient funds to reimburse Developer for such sidewalk improvements at the time that Developer would construct such improvements. If City does not have sufficient funds to reimburse Developer within sixty (60) days of completion of such sidewalk improvements, City shall construct the sidewalk improvements as part of the adjacent park improvements and release Developer from any obligation to construct such sidewalk improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. For all other park frontage improvements excluding sidewalks and landscaping, Developer shall be entitled to credit against the Neighborhood Park Fee as accounted for and reflected in the Neighborhood Park Fee as indicated in the Parks Financing Plan park estimates. All frontage improvements, including sidewalks, shall be constructed consistent with City standards.

3.12.4 City-Wide Park and Bike Trail Fee. Unless otherwise deferred pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City-Wide Park and Bike Trail Fee at time of building permit. The City-Wide Park and Bike Trail Fee shall fund the construction of city-wide park facilities within the WRSP of the City and Class I bike trail construction within the Property. The City-Wide Park and Bike Trail Fee, inclusive of a City-Wide Park In-Lieu fee amount described in Section 3.12.5 below, shall be \$3,200 per Low Density Residential Unit, Medium Density Residential unit, and High Density Residential unit subject to annual adjustment on July 1, based on the percentage change in the CCI. Of the \$3,200 City-Wide Park and Bike Trail Fee, \$900 per residential unit is assigned to bike trail construction.

At the request of the City and provided that sufficient funds will be available, upon completion of construction, Developer shall construct, consistent with City standards, segments of bike trails and/or pedestrian bridge abutments as provided by Section 3.12.6. The City can designate the use of the funds collected to construct any segment of the bike trail (including bridges) within the Plan Area that it deems appropriate. Developer shall be entitled to reimbursement by City from the City-Wide Park and Bike Trail Fee, for the actual cost of constructing the bike trail segments, but not to exceed the costs specified in the Parks and Bike Trails Financing Plan, as more fully set forth in

Section 4.2 below.

In the event that all bike trail segments have been constructed and funds are available from the collection of City-Wide Park and Bike Trail Fees, remaining monies shall be applied to construction of bike trail Segment 4 and/or the easterly pedestrian/bicycle crossing as shown on Exhibit "FF" and "GG".

3.12.5 City-Wide Park In-Lieu Fee. The City-Wide Park and Bike Trail Fee set forth in Section 3.12.4 above includes a City-Wide Park In-Lieu Fee component to satisfy Developers' pro-rata share of the Plan Area's City-Wide parkland dedication requirement of 15.3 acres.

3.12.6 Class 1 Bike Trail Construction. Subject to the provisions of Section 3.12.4 regarding Developer's obligation to construct bike trails only if City has sufficient funds to reimburse Developer upon completion of construction, Developer shall design, secure necessary permits and construct certain Class 1 bike trail improvements, including the two pedestrian/bicycle crossings within the Property as shown on Exhibit "FF" (the "Bikeway Master Plan"), Exhibit "GG" ("Pedestrian/Bicycle Crossings") and described in Exhibit "EE". Should sufficient funds not be available to so reimburse Developer, City shall be responsible for designing, permitting and constructing bike trails and pedestrian/bicycle crossings provided in this Section 3.12.6. Bike trails shall be constructed to City standards as and when Developer develops certain parcels within the Property. The sections of bike trail to be installed upon development of such parcels are shown on Exhibit "FF".

Developer shall be responsible for constructing abutments for the westerly pedestrian/bicycle crossing shown on Exhibits "FF" and "GG" including permitting and resource mitigation. The construction of the abutment will be reimbursable from the City Wide Park and Bike Trail Fee described in Section 3.12.4 and shall be reimbursed to the constructing party over time, as funds are made available.

City shall fund and construct segment 4 of the bike trail improvements and the easterly pedestrian/bicycle crossing abutments and associated bike trail shown in Exhibits "FF" and "GG". City shall seek funding for segment 4 of bike trail improvements shown on Exhibit "FF" separate from the City-Wide Park and Bike Trail Fee.

Developer is obligated for preliminary design, necessary permits, resource mitigation, and rough grading of bike trails within the open space at the time that mass grading adjacent to the open space occurs, including Segment 4 as shown on Exhibit "FF". No reimbursement for this effort will be provided. The rough grading of the bike trails in the open space shall ensure that sufficient width and adequate grades are constructed to accommodate the future construction of the bike trails at a later date.

Upon completion of the bike trail improvements, Developer shall receive reimbursement from City as provided in Section 3.12.4 and this Section 3.12.6.

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 Developer memorializing such obligations and indemnifying Developer for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement that includes the bike trail on and across Developer's Property. 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.

3.12.7 Entire Park Land Obligation. The City agrees that the provisions of the Specific Plan and the commitments contained herein satisfy Developer'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.

3.12.8 Open Space Preserve Areas. Developer shall obtain from the Army Corps 404 Permit(s) to fill wetland resources in conjunction with development of the Property and the Plan, a condition that requires the preservation of certain environmental habitat. The areas in which such habitat will be preserved are known as Open Space Preserve Areas, as shown on Exhibit "HH" and consist of the following five parcels:

1. A 36.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-50;
2. A 35.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-51;
3. A 15.0-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-52;
4. A 24.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-53; and
5. A 24.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), preservation of wetland habitat and open space, and open space linkages, shown as parcel C-54.

3.12.8.1 Conveyance of Open Space Preserve Areas. Upon the satisfaction by Developer of all conditions of the 404 Permit(s), and completion of any corresponding monitoring and reporting that may be required by the 404 Permit(s) during the Establishment Monitoring phase

and subject to the formation of the Perpetual Monitoring phase Maintenance CFD as described in Section 3.19 of this Agreement, and following completion of all Preserve improvements, including, but not limited to, utility crossings, bridges, bike trails, outfalls, and water quality features, Developer shall convey to the City and City shall accept, in fee, the property comprising the Open Space Preserve Areas shown in Exhibit "HH".

3.12.8.2 Open Space Frontage Improvements. When installing road improvements adjacent to the open space, Developer shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of the work shall be the responsibility of the Developer as part of roadway infrastructure improvements required prior to open space dedication.

3.13 School Fee Agreements. Landowner and Developer have 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"), prior to any subdivision map approval or issuance of any building permit, to mitigate the impacts of development of the Property on said Districts. Such agreements outline the timing and delivery of school sites and the timing and obligation for school construction. With the execution thereof, City agrees that so long as Landowner and Developer are not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Property and issue any building permits for development thereof consistent with the Entitlements. Landowner and Developer agree that a default under any of these school agreements shall also constitute a default under this Agreement.

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. Developer or its respective successors shall pay a fee equal in amount to the discontinued Fire Service Construction Tax at issuance of building permit. Developer 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, Developer 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 Developer shall pay such fee in the amount previously and most recently assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

3.14.2.1 City Public Facilities Fee. Pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City Public Facilities Fee (Roseville Municipal Code Chapter 4.52). Unless otherwise deferred pursuant to Section 3.17.1.2 (i) below, Developer shall pay the City Public Facilities Fee at time of building permit. The City Public Facilities Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the City Public Facilities Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.

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, Developer 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. Unless otherwise deferred pursuant to Section 3.17.1.2 (i) below, Developer shall pay the Public Benefit Fee at time of building permit. The Public Benefit Fee shall be subject to annual adjustment, on July 1, based on the percentage change in the CCI, but only if the Public Benefit Fee is paid out of bond proceeds pursuant to Section 3.17.1.2 (i) below.

3.14.4 Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as approved by City or provided for by this Agreement, all property to be conveyed in fee to City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, CC&Rs, hazardous materials or assessments. Developer shall, for each such conveyance, provide to City, at Developer's expense, a current preliminary title report and preliminary site assessment for hazardous materials 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. Developer shall provide and install signage at the following public facility sites to alert residents of future facilities: electric substation (C-81), sewer lift station site (C-82), solid waste recycling site (C-83), well site (C-84), park sites (C-60, C-61, C-62, C-63), bike trails where they will abut residential property, and school site (C-80), per City specifications and applicable sign permits.

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

3.14.7 Solid Waste Recycling Site (C-83). Developer is responsible to grade parcel C-83, and provide said site without environmental or other constraints. At Developer'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 Developer. This work shall be completed with the construction of the roadway fronting this parcel.

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

3.14.9 Weed Abatement on P/QP Parcels. Prior to dedication of any P/QP parcel to City, Developer shall maintain such P/QP parcel to meet City's weed abatement standards.

3.14.10 Orthophotography of Plan Area and GIS Support. Developer agrees to pay its

fair share of cost of orthophotography of the Plan Area. The total cost for the Plan Area is \$1,261. The above payment shall be due within ten (10) days after the first Large Lot Final Map approval for the CSP.

3.15 EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Developer elects to develop the Property, Developer shall be bound by, and shall perform, all mitigation measures contained in the EIR related to such development which are adopted by City and identified in the mitigation monitoring plan or the EIR as a responsibility of Developer, 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 and Developer, on behalf of themselves and their respective heirs, successors in interests and assigns, waives any and all causes of action which they 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 and Developer, 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. Developer 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 CSP ("Project CFD(s)"). If requested by Developer, City and Developer 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 Creekview Specific Plan, including those improvements which will mitigate impacts of the Creekview Specific Plan upon areas inside and outside of the Creekview Specific Plan, and will be owned, operated and maintained by the City or another public agency.

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

Formation of the Project CFD(s) shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Developer shall be allocated a share of infrastructure costs and assessed special taxes as specified in a tax formula agreed to by City and Developer in accordance with the financing plan for the CSP. 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 Developer 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 Developer desires to form a Community Facilities District, City and Developer agree that, with the consent of Landowner and Developer, and to the extent permitted by law, City and Developer shall use their best efforts to cause bonds to be issued in amounts sufficient to effectuate the purposes of this section. City and Developer further agree that, with the consent of Landowner and Developer, 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 Developer, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go funds). City shall 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) Developer may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees.

- (g) Developer may utilize a phased bond sale or sales.
- (h) Developer may utilize private placement of bonds.
- (i) Bond proceeds from bond sales commencing in the year 31 timeframe (i.e., from and after the expiration of 30 years from the date of the initial issuance and sale of bonds) shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units:
 - (1) City-Wide Park and Bike Trail Fee (Section 3.12.4)
 - (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);
 - (3) City Public Benefit Fee (Section 3.14.3).

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

Should SPRTA approve any portion or all of the Tier II Traffic Fee being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). If SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per

residential unit for city-wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s), up to \$100 per residential unit per year for 5 years, provided, however, that City constructs city-wide park improvements in the WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City.

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

3.17.1.3 Concurrent with any formation of a CFD, Developer 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 Developer 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 Developer'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 Developer 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 Developer shall not be affected or reduced solely 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 serve 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 serve portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all CFD Eligible Improvements required to serve 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 Developer will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Developer 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 (Public 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 Facilities District - Public Services has been formed to include the Property ("Public Services CFD"). Developer consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.19.2. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The Public Services CFD will fund maintenance of landscaping, open space and neighborhood parks in accordance with the requirements established by the financing plan. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses.

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

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

- 3.19.2.1 Autumn leaf cleanup for collector and local streets;
- 3.19.2.2 Maintain neighborhood parks;
- 3.19.2.3 Maintain paseos along collector streets, medians and landscape corridors and all masonry walls along roadways within the Project;

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

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

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

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

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

3.19.2.9 Maintain flood control facilities including detention basins, created wetlands, creekways, beaver management and on and off-site Pleasant Grove Creek bypass channel improvements;

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

3.19.2.11 Maintain fire breaks within open space areas;

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

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

3.19.3 Public Parcel Exclusion. Developer 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 (Municipal Services CFD).

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. Developer 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 2010/11 City fiscal year, and as subsequently adjusted annually) shall be \$356 for LDR units, \$208 for MDR units, \$104 for HDR units, \$833 per acre for commercial/business professional land uses, and \$969 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 CSP’s impact on City general fund resources available to pay for municipal services citywide, including the CSP. The funds shall be utilized for general fund purposes.

3.20.3 Public Parcel Exclusion. Developer 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 Municipal Services CFD.

3.21 Encroachment Permits, Landscape Maintenance Easements. Developer and City agree to grant encroachment permit(s) or maintenance easements for all Services CFDs to Developer or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback, open space and preserve areas or city property (including streets and rights-of-way) to perform the maintenance obligations described herein. Access improvements shall be provided as necessary and as a part of the street infrastructure provided by Developer to ensure vehicular access to open space parcels.

3.22 Grading Permit. Prior to the initiation of any construction activities, the Developer 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 Developers’ responsibility to meet all requirements of all agencies having jurisdiction regarding grading adjacent to or within Open Space.

Developer intends to mass grade the Property to accommodate land uses. Grading operations will require movement of earthen material from the northern to southern portion of the Property to accommodate the phasing of the CSP and construction of the Pleasant Grove Creek bypass channel improvements. 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 upon commencement of construction to ensure that future development sites balance, and, except as provided below, reduce the amount of future on-street transportation of bulk material on newly paved and existing City roads. The fee referenced below shall not apply to hauling of earthen material crossing in a perpendicular manner, or parallel, to newly paved or existing City roads. In the event

that bulk material is transported on or over newly paved and/or existing City roads (but not across in a perpendicular manner or parallel to such City roads), a premium of \$0.10 fee per yard of material shall be assessed at the issuance of the grading permit to compensate the City for deterioration of the road caused by the excessive loads, provided, however, that the Public Works Director shall have the discretion to waive such fee in recognition of particular circumstances, including environmental constraints, faced when transporting earthen materials.

With regard to any and all P/QP parcel dedications to City and at Developer'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 Developer.

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

1. Designation of Blue Oaks Boulevard and Westbrook Boulevard as truck routes.
2. The existence of a Development Agreement on the Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit.
3. The Project will be served by surface water supplies and by groundwater supplies.
4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.
5. Requirement to implement water conservation measures per the project Water Conservation Plan (Exhibit "S"), which may include such measures as Smart Timers.
6. Public utility easements may be used to construct 60kV overhead power lines on the east side of Westbrook Boulevard, on the north side of Blue Oaks Boulevard and through the open space corridor (C-52, C-54, C-40, C-60, C-6, C-81).
7. Requirement for fifty percent (50%) reduction in construction waste stream.
8. Location of elementary schools and parks within one mile.
9. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.
10. Location of P/QP sites: electric substation (C-81), sewer lift station (C-82),

solid waste recycling center (C-83), groundwater well site (C-84).

11. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain the area between curb and sidewalks.
12. Masonry walls, including walls adjacent to landscape corridors and other public facilities, are owned by the City, which is responsible for their maintenance, repair and replacement.
13. Aircraft overflights and associated noise.
14. Proximity to and operations of Roseville Energy Park, Pleasant Grove Wastewater Treatment Plant and the Western Regional Sanitary Landfill and the potential for occasional odors associated with operations of these facilities.
15. Demand cycle control units operated by Roseville Electric on residential air conditioner units.
16. Solar envelope impact: Developer shall disclose to all residential and nonresidential buyers that certain properties, especially those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may produce a negative impact on the buyer's ability to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures; and further that this is primarily due to the trees within the street landscapes including medium to large shade trees, which may cast shade, or produce leaf litter or other natural effects on the adjacent or nearby property.
17. Proximity to agricultural land uses.

If Developer 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.

3.24 General Signage.

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

B. Affordable Housing: Developer shall install signage at future affordable rental housing sites 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 Developer.

3.25 Reimbursements to/from West Roseville Specific Plan for Oversized Improvements.

A. Developer acknowledges that the West Roseville Specific Plan ("WRSP") developer(s) have incurred costs and have constructed or will construct improvements oversized to benefit certain third parties, including Developer. Such oversized improvements may include sewer, water and recycled water and are those set forth in Exhibits "II" and "OO" to the WRSP development agreements ("WRSP Reimbursable Costs"). Developer further acknowledges that City is obligated to use its best efforts in requiring reimbursements, pursuant to the WRSP development agreements, from benefiting third parties. Reimbursements due from CSP to the WRSP developer(s) are set forth in Exhibit "II" to this Agreement.

CSP's share of costs based on Flow in Pipe(s), shall be reimbursable to WRSP developer(s) pursuant to this Section 3.25. That share of costs shall be fixed as a percentage based on the number of DUEs ("EDUs," in Exhibit "JJ") allocated to Developer's large lot parcel at the time of CSP approval and set forth in Exhibit "JJ" to this Agreement. The percentage shall be calculated using the allocated DUEs for each large lot parcel as provided in Exhibit "JJ" as the numerator, and the total number of DUEs in the CSP, including the Urban Reserve parcel, as the denominator.

Any reimbursement payment required pursuant to this Section 3.25 shall be due and payable to the WRSP developers, unless otherwise stated herein, upon the earlier of the formation of and issuance of bonds for a CFD serving that large lot parcel, or recordation of the first final small lot residential subdivision map, or issuance of the first building permit for a high density residential ("HDR") or non-residential project, on that large lot parcel.

Once Developer has made its reimbursement payment(s) in full pursuant to this Section 3.25, Developer shall have no further reimbursement obligation to the WRSP developer(s) for that large lot parcel.

Reimbursements shall be paid directly to WRSP developers and not the City unless: (1) the reimbursement is owed to a CFD, in which case, the reimbursement would pass through the City to the applicable CFD; or (2) the improvements have not yet been constructed, or constructed but the City has not accepted, as outlined in subsection (3) below. Developer shall provide documentation to City that the reimbursements as specified in this Section 3.25 have been paid. Developer's obligation to reimburse the WRSP developer(s) pursuant to this Section 3.25 is conditioned upon the City obtaining sufficient documentation from WRSP developers supporting the costs subject to reimbursement by Developer. In the case of improvements constructed, the WRSP developer(s) shall provide City with copies of invoices for the actual cost of constructing such improvements. If such invoices are not available, documentation of payment from the WRSP CFD for WRSP improvements shall then be used. Actual cost of construction includes those items as set forth in Section 4.2.3.

B. In the case of costs incurred by WRSP developer(s) for planning and environmental analysis, the WRSP developer(s) shall provide City with copies of invoices for such costs incurred and a breakdown of Developer's pro rata share and the basis upon which such share

has been calculated. Developer's total reimbursement obligation shall be based on gross acreage. Reimbursements shall be paid on a pro rata fair share basis for each large lot parcel as outlined in Section 3.25A above.

C. Should Developer construct the improvements noted below in lieu of the WRSP developer(s), Developer shall receive reimbursement from benefitting third party(ies), inclusive of the WRSP developer(s), in the same manner that reimbursement is provided to the WRSP developer(s).

1. 18-inch sewer trunk line in Westbrook Boulevard (Segment B3, UR9) (shown on Exhibit "P");
2. 24-inch recycled water pipeline in Blue Oaks Boulevard (Segment B3, UR4) (shown on Exhibit "X"); and
3. 24-inch recycled water pipeline in Westpark Drive (Segment B4, UR5) (shown on Exhibit "X").

A minimum of one year prior to constructing any of the three improvements listed above, Developer shall give notice to City that it intends to construct the improvements. City shall notify property owners outside the Property (who, in City's reasonable determination, may be interested in developing their property with connections to the improvements) that they may be able to achieve efficiencies in the future development of their property as follows. Developer agrees to increase the capacity of ("upsized") the improvements to accommodate such additional property development, provided that not later than six (6) months prior to the intended date designated by Developer for construction of the improvements, both of the following have occurred:

1. Such other property owners (or City, at City's option) have paid to Developer, in full, the difference between Developer's actual (or estimated, to the extent that actual costs are not then available) costs for the upsized improvement and Developer's estimated costs for the above described improvement required pursuant to this Agreement.
2. Such other property owners (or City, at City's option) have entered into a written agreement with Developer for direct payment to Developer of an amount equal to percentage of capacity within the pipe attributable to the other party, less the amount advanced in payment of incremental hard and soft costs for upsizing. Any such agreement shall provide for payment in full as a condition of the other party's connection to the utility system that includes the above improvements, and shall be provided on a large lot basis as described in Section 3.25A.

For purposes of the foregoing, hard and soft costs shall be as defined in Section 4.2.3.

D. 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 CSP due to any delay in submission of requests for reimbursement, and documentation justifying such reimbursement, by the WRSP developers to City.

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 obligations to the WRSP developers.

F. All reimbursements for improvements to the WRSP shall be subject to annual adjustment for CCI from the date that the WRSP Developer incurred the reimbursable cost to the date of reimbursement.

3.26 Reimbursements to/from Third Parties for Advanced Construction. In the event that Developer or third parties advance construction of roadways or other infrastructure (excluding oversized wet utilities) otherwise required of or by the other, Developer shall provide reimbursement to third parties or shall receive reimbursement from third parties for their share of the actual costs of that construction as set forth in Section 4.2.3.

Reimbursement to/from third parties shall be paid in full at the time when construction of the improvement would have otherwise been required had the improvement not been advanced. Reimbursement shall be adjusted annually by the CCI from the date the reimbursable costs were incurred to the date of reimbursement.

ARTICLE 4. CITY OBLIGATIONS

4.1 City Cooperation. City agrees to cooperate with Landowner and Developer 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 have 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. Developer 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 fully or in part by the City or other parties and which serve and benefit Developer (e.g., in the case where Developer constructs facilities that are otherwise wholly or in part the obligation of another party) and/or other properties or which would be financed by existing or future City fees.

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

Such personal ownership of credits and reimbursements by Developer applies to all credits and reimbursements set forth in this Section 4.2 and all subsections thereof, 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 Developer as provided in this Section 4.2, provided Developer 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 Developer 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 Developer, and if funds are not available for reimbursement, then City shall grant to Developer 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, and 3.12.6 above, and provided that in no case shall the amount of credits exceed Developer's costs of construction of such infrastructure, as defined in Section 4.2.3 below.

4.2.2 Reimbursement by Third Parties to Developer. Except as provided in Section 4.2.7 below, in the case of public road, sewer, water, recycled water, drainage or electric improvements which abut property or traverse through property owned by third persons and other public improvements which are oversized or are constructed by Developer, even if not oversized, to benefit property owned by third persons outside of the Plan Area, including properties designated Urban Reserve, Developer 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 Developer's obligation.

The pro rata cost shall be reimbursed based on the total DUEs within the large lot parcel owned and proposed for development by the benefitted third party as the numerator and the total DUEs within the CSP, Urban Reserve and the land of the third party(ies) benefitted by the subject improvement(s) as the denominator. All reimbursements by third parties for wet utilities shall be allocated based on Flow in Pipe(s), as set forth in Exhibits "Q," "V," and "Y" attached hereto.

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 "KK" contains a listing of improvements subject to reimbursement to Developer from benefited property owners for improvements, including improvements that exceed Developer's obligations.

Where Developer constructs improvements that are otherwise the obligation of another party, Developer shall be entitled to receive pro rata fair share reimbursement from said third party. Developer shall provide City with sufficient documentation of reimbursement costs owed by the third party.

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 Developer by the City, to be reimbursed to Developer by a third party, or reimbursed to third party(ies) by Developer, shall consist of the identifiable costs of construction confirmed by the City, plus 20% assumed for the "soft costs" of design, permitting, engineering, staking, construction management, habitat mitigation requirements and plan check and inspection fees.

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

4.2.4.1 Panhandle and O'Brien Costs. Developer has paid the costs for preparation of feasibility, planning, environmental, engineering, and technical studies associated with the potential development of the Panhandle portion of the Al Johnson Wildlife Area property (Reason Farms "Panhandle Property") and the property commonly referred to as the O'Brien Property ("O'Brien Property"), both shown in Exhibit "LL". City acknowledges the benefit to the City of Developer's preparation of these studies. Upon annexation of the Property into the City, Developer shall submit to the City invoices supporting the costs incurred by Developer in preparation of the studies and City's pro rata share based on gross acreage applicable to the Panhandle Property and O'Brien Property. Within ninety (90) days thereafter, subject only to the requirement that the annexation of the Property to the City is complete, City shall reimburse Developer the reimbursable costs described in this Subsection 4.2.4.1.

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

terminate thirty (30) years after the Effective Date of this Agreement.

4.2.7 Reimbursement of Planning and Environmental Costs. To provide Developer with the reimbursement for reimbursable planning and environmental costs required under Section 4.2.4 above, City shall require benefiting property owners to pay reimbursement for such costs. The property owners benefitting from the planning and environmental costs required under Section 4.2.4 above would be the owners of those lands with the Specific Plan designation of Urban Reserve. The reimbursement amount due to Developer will be determined within one hundred eighty (180) days of the date of the annexation to the City. The reimbursement shall be paid directly to Developer (and not the City) at the time said benefiting property owner files an application with City for a tentative small lot map. Said reimbursement of planning and environmental costs is personal to Developer and does not run to successors and assigns, unless any such Developer indicates otherwise in writing to City that such reimbursements have been assigned to a successor in interest.

4.2.8 Not a Limitation. Nothing in the foregoing Section 4.2 shall be construed to limit Developer from receiving, in consideration of the improvements to be constructed by Developer 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 in accordance with Section 3.17 hereof, and further provided that the Public Services CFD and Maintenance Services CFD have been or will at the time of the requested final approval be formed and authorized to levy the special taxes against the applicable portion of the Property in accordance with this Agreement, and further provided that Developer 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 are consistent with the Entitlements. The acceptance, review and approval of any application for a final residential lot subdivision map, final non-residential subdivision map or building permit may be conditioned upon the formation of the Public Facilities CFD, if applicable, and the submission of petitions to form the Public Services CFD and Maintenance Services CFD or annex the Property into the Public Services CFD and/or Maintenance Services CFD, as applicable. Prior to such formation and/or annexation, City shall accept, for review, processing and approval, consistent with the Entitlements, applications for tentative residential lot and non-residential subdivision maps and for tentative and final large lot subdivision or parcel maps consistent with the parcels described by the Specific Plan for the Property.

City acknowledges that under Government Code Section 66452.6, the term of a tentative subdivision map will be automatically extended for a period of time where a subdivider is obligated to install certain improvements located outside the boundaries of the subdivision. In

determining the term of any tentative subdivision map approved by the City for the Property, or any portion thereof, and without limiting the effect of any other provisions of the Government Code dealing with map extensions, the City agrees that the 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), Developer 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 Developer 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 and Developer waive 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, Developer 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, Developer 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 Developer 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 Developer acknowledge that the terms of this Agreement provide for substantial financial commitments by Developer 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 Developer 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 Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Notice of such review shall include the statement that any review of obligations of Developer as set forth in this Agreement may result in termination of this Agreement. A finding by City of good faith compliance by Developer with the terms of the Agreement shall be conclusive with respect to the performance of Developer during the period preceding the review. Developer 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, Developer 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 and Developer 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. Developer 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 19.84.080, or any successor thereof or amendment thereto, Developer 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 Developer, 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 Developer 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 Developer 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 Developer (collectively "Indemnitors") and their successors-in-interest and assigns, hereby agree 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 Indemnitors, or of Indemnitors' contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Indemnitors, or by any of Indemnitors' contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Indemnitors or Indemnitors' contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Indemnitors 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, Indemnitors agree 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 Indemnitors, their successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Indemnitors shall be limited to their interest in the Property and that neither Indemnitors nor their successors-in-interest or assigns, nor any of their partners, officers, shareholders, employees or agents shall have any personal liability therefor.

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 Developer, 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 Developer.

9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner or Developer, in any manner, at Landowner's or Developer'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 Developer 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 or Developer in the performance of Landowner's or Developer'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 or Developer 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 or Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner or Developer 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 or Developer's obligations or other affirmative covenants of Landowner or Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner or Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article 11 of this Agreement.

ARTICLE 10. NOTICES

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

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

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

With a copy to:

City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678

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

Granite Bay Development II, LLC
Attn: Clay Loomis
4210 Douglas Blvd, Suite 300
Granite Bay, CA 95746

Phillips Road 160 Investors
Attn: John Manikas
511 35th Street
Sacramento, CA 95816

Phillip Road Land, LLC
Attn: Kenneth Friedman
529 Brookline Avenue
Mill Valley, CA 94941

J & KD Enterprises, LLC
Attn: Joan Doane
289 Beachview
Pacifica, CA 94044

Soule Investments, LLC
Attn: Wendy Soule
15 Racoon Lane
Tiburon, CA 94920

Bennett West Roseville, LLC
Attn: Orin Bennett
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661

DeCou West Roseville, LLC
Attn: Steven DeCou
2485 Natomas Park Drive
Sacramento, CA 95833

Blue Oaks – Roseville, LP
Attn: Clay Loomis
4210 Douglas Blvd., Suite 300
Granite Bay, CA 95746

Chau-Hsiung and Yueh-Jing Chuang et al.
12351 Crayside Lane
Saratoga, CA 95070

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

Granite Bay Development II, LLC
Attn: Clay Loomis
4210 Douglas Blvd, Suite 300
Granite Bay, CA 95746

With a copy to:

George E. Phillips
Phillips Land Law, Inc.
5301 Montserrat Lane
Loomis, CA 95650

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 and/or Developer 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/or Developer and assumption by the assignee of such assignment in the form attached hereto as Exhibit "MM" and the conveyance of Landowner's or Developer's interest in the Property related thereto, Landowner and/or Developer 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" and "Developer", 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. 5119, adopted by the Council of the City of Roseville on the 3rd day of October, 2012, and Landowner and Developer have caused this Agreement to be executed.

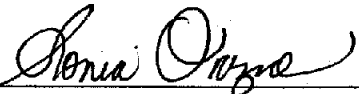
[Signatures on the following pages]

CITY:

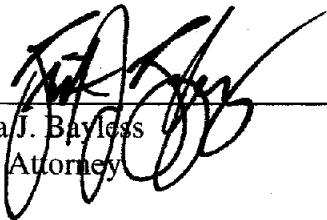
CITY OF ROSEVILLE
a municipal corporation

By: 
Ray Kerridge
City Manager

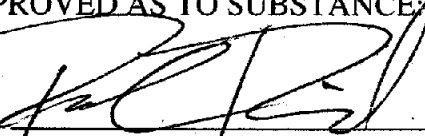
ATTEST:

By: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

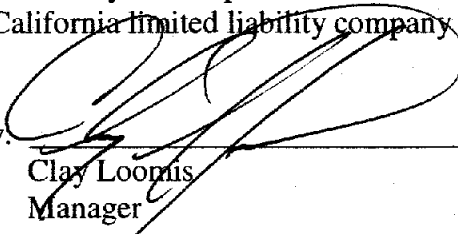
By: 
Brita J. Bayless
City Attorney

APPROVED AS TO SUBSTANCE:

By: 
Paul Richardson
Planning Director

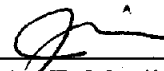
DEVELOPER:

GRANITE BAY
Granite Bay Development II, LLC
a California limited liability company

By: 
Clay Loomis
Manager

LANDOWNER:

PHILLIPS 160
Phillips Road 160 Investors
a California limited partnership

By: 
John T. Manikas
General Partner

PHILLIP LAND
Phillip Road Land, LLC
a California limited liability company

By: _____
Kenneth J. Friedman
Manager

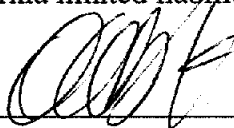
J & KD
J & KD Enterprises, LLC
a California limited liability company

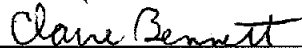
By: _____
Joan Doane
Manager

SOULE
Soule Investments, LLC
a California limited liability company

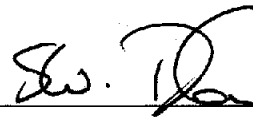
By: _____
Wendy Soule
Member

BENNETT WEST ROSEVILLE
Bennett West Roseville, LLC
a California limited liability company

By:  _____
Orin Bennett as Trustee of the
ONCG Bennett 1998 Revocable Trust

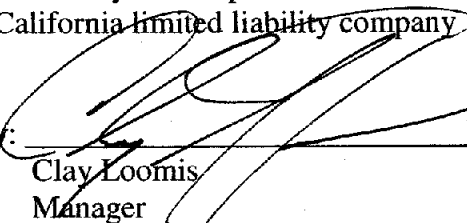
By:  _____
Claire Bennett as Trustee of the
ONCG Bennett 1998 Revocable Trust

DECOU WEST ROSEVILLE
DeCou West Roseville, LLC
a California limited liability company

By:  _____
Steven DeCou
Member

BLUE OAKS – ROSEVILLE
Blue Oaks – Roseville, LP
a Washington limited partnership

By: Its General Partner
Granite Bay Development II, LLC
a California limited liability company

By:  _____
Clay Loomis
Manager

CITY:

CITY OF ROSEVILLE
a municipal corporation

By: _____
Ray Kerridge
City Manager

ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: _____
Brita J. Bayless
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Paul Richardson
Planning Director

DEVELOPER:

GRANITE BAY
Granite Bay Development II, LLC
a California limited liability company


By: _____
Clay Loomis
Manager

LANDOWNER:


PHILLIPS 160
Phillips Road 160 Investors
a California limited partnership

By: _____
John T. Manikas
General Partner

PHILLIP LAND
Phillip Road Land, LLC
a California limited liability company

By: 
Kenneth J. Friedman
Manager

J & KD
J & KD Enterprises, LLC
a California limited liability company

By: 
Joan Doane
Manager

SOULE
Soule Investments, LLC
a California limited liability company

By: Wendy Soule
Wendy Soule
Member

BENNETT WEST ROSEVILLE
Bennett West Roseville, LLC
a California limited liability company

By: _____
Orin Bennett as Trustee of the
ONCG Bennett 1998 Revocable Trust

By: _____
Claire Bennett as Trustee of the
ONCG Bennett 1998 Revocable Trust

DECOU WEST ROSEVILLE
DeCou West Roseville, LLC
a California limited liability company

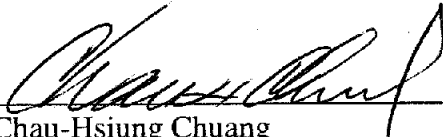
By: _____
Steven DeCou
Member

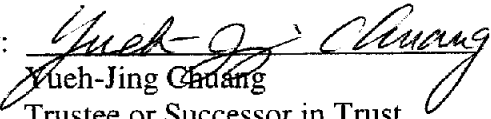
BLUE OAKS – ROSEVILLE
Blue Oaks – Roseville, LP
a Washington limited partnership

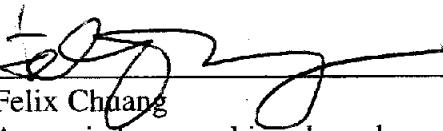
By: **Its General Partner**
Granite Bay Development II, LLC
a California limited liability company

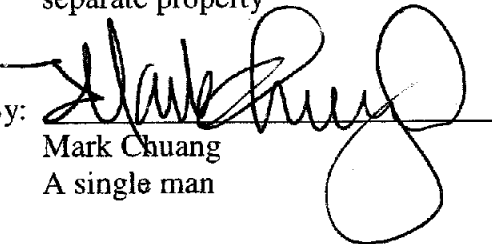
By: _____
Clay Loomis
Manager

CHUANG

By: 
Chau-Hsiung Chuang
Trustee or Successor in Trust
UTA dated November 10, 1983

By: 
Yueh-Jing Chuang
Trustee or Successor in Trust
UTA dated November 10, 1983

By: 
Felix Chuang
A married man as his sole and
separate property

By: 
Mark Chuang
A single man

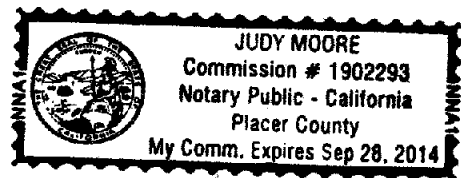
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On October 30, 2012, before me, Judy Moore, Notary Public, personally appeared Ray Kerridge, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of the which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Judy Moore
Notary Public in and for said State



Document: Development Agreement
Creekview Specific Plan

ACKNOWLEDGMENT

State of California
County of Placer

On September 24, 2012 before me, Kelly Jackson, Notary Public
(insert name and title of the officer)

personally appeared Clay Loomis, John Manikas, and Steven DeCou
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 *Kelly Jackson* (Seal)

ACKNOWLEDGMENT

State of California
County of Placer)

On September 26, 2012 before me, Kelly Jackson, Notary Public
(insert name and title of the officer)

personally appeared Orin Bennett and Claire Bennett
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.

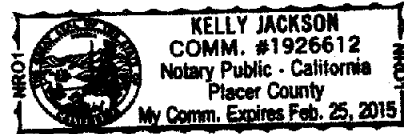
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



State of California)
County of Placer)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On November 16, 2012 before me, Kelly Jackson,
(here insert name and title of the officer)

personally appeared Kenneth J Friedman, Joan Doane, and
Wendy Soule

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 Kelly Jackson

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

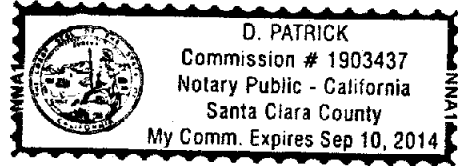
- Additional Signer(s) Signer(s) Thumbprint(s)
- _____

State of California)
County of Santa Clara)

On September 27, 2012 before me,
D.Patrick, Notary Public (here insert name and title of the officer),
personally appeared Chau-Hsiung Chuang and Yueh-Jing Chuang, Felix Chuang
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 *D Patrick* (Seal)

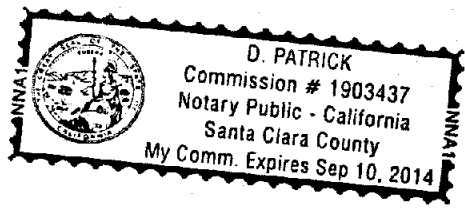


State of California)
County of Santa Clara)

On September 28, 2012 before me,
D.Patrick, Notary Public (here insert name and title of the officer),
personally appeared Mark Chuang
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 *D Patrick* (Seal)



LIST OF EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Property Map
Exhibit C	Annexation Area/Plan Area
Exhibit D	Landowners
Exhibit E	Land Use Plan
Exhibit F	Affordable Housing Sites
Exhibit G	Phasing Plan
Exhibit H	Road Improvements
Exhibit I	Blue Oaks Boulevard Construction Obligations
Exhibit J	Westbrook Boulevard Section - Between Parcels C-51 and C-52
Exhibit J-1	Cost Estimate for Frontage Improvements of Westbrook Boulevard Between Parcels C-51 and C-52
Exhibit K	Traffic Signals
Exhibit L	Wagner Property Access
Exhibit M	Harris Property Access
Exhibit N	Wastewater Facilities
Exhibit O	Wastewater Facilities – Alternative Design
Exhibit P	Wastewater Facilities for Reimbursement
Exhibit Q	Wastewater Facilities for Reimbursement Schedule
Exhibit R	Groundwater Well
Exhibit S	Water Conservation Plan
Exhibit T	Water Facilities
Exhibit U	Water Facilities for Reimbursement
Exhibit V	Water Facilities for Reimbursement Schedule
Exhibit W	Recycled Water Facilities
Exhibit X	Recycled Water Facilities for Reimbursement
Exhibit Y	Recycled Water Facilities for Reimbursement Schedule
Exhibit Z	Drainage Facilities
Exhibit AA	Post Development 100 Year Floodplain
Exhibit BB	Pleasant Grove Creek Bypass Channel Improvements
Exhibit CC	Electric Facilities
Exhibit DD	Parks and Open Space

- Exhibit EE Parks and Bike Trails Financing Plan
- Exhibit FF Bikeway Master Plan
- Exhibit GG Pedestrian/Bicycle Crossings
- Exhibit HH Open Space Preserve Areas
- Exhibit II Reimbursements to the West Roseville Specific Plan
- Exhibit JJ DUE Allocation to Specific Plan Parcels for WRSP Reimbursements
- Exhibit KK Infrastructure Schedule
- Exhibit LL Panhandle and O'Brien Properties
- Exhibit MM Sample Assignment and Assumption Agreement

Exhibit A
Property Legal Description

**CREEKVIEW
PROJECT BOUNDARY
DESCRIPTION**

All that certain property described as the West Half of the Southeast Quarter, the South Half of the Northeast Quarter and the East Half of the Northwest Quarter of the Northeast Quarter, Parcel "B" of Parcel Map No. 73578 filed for record in the Office of the Recorder of Placer County, California, on December 10, 1980 in Book 17 of Parcel Maps at Page 102, the East 1/2 of the Southwest 1/4, The East 1/2 of the West 1/2 of the Southwest 1/4, the East 1/2 of the Northeast 1/4 and the East 1/2 of the West 1/2 of the Northeast 1/4 all in Section 14, Township 11 North, Range 5 East Mount Diablo Meridian, situated in the State of California, County of Placer, the exterior boundary of which is more particularly described as follows:

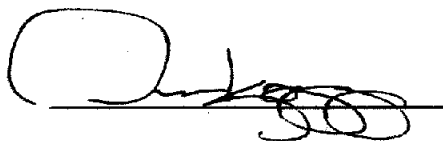
Beginning at the southwest corner of the West line of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section 14 being the **TRUE POINT OF BEGINNING** thence North 00°09'00" West along said West line a distance of 2648.21 feet to a point in the South line of the Northwest 1/4 of said Section 14; thence North 00°08'57" West along the West line of the East 1/2 of the West 1/2 of the Northwest 1/4 of said Section 14 a distance of 2647.77 feet to a point in the North line of said Section 14; thence North 89°38'15" East along said North line a distance of 1979.81 feet to the North 1/4 corner of said Section 14; thence South 00°10'35" East along the East line of the West 1/2 of said Section 14 a distance of 1322.40 feet to the Northwest corner of the South 1/2 of the Northeast 1/4 of said Section 14; thence North 89°33'02" East along the North line of the South 1/2 of the northeast 1/4 a distance of 660.16 feet to the Southwest corner of the East 1/2 of the Northwest 1/4 of the Northeast 1/4; thence North 00°11'07" West along the West line of said East 1/2 a distance of 1322.38 feet to a point in the North line Of said Section 14 said point being the Northwest corner of said East 1/2; thence North 89°33'07" East along said North line a distance of 659.93 feet to the Northeast corner of said East 1/2; thence South 00°11'42" East along the East line of said East 1/2 a distance of 1322.37 feet to a point in the North line of the South 1/2 of the Northeast 1/4 said point being the Southeast corner of said East 1/2; thence North 89°33'01" East along said North line a distance of 1320.29 feet; to a point in the East line of said Section 14 said point being the Northeast corner of said South 1/2; thence South 00°12'49" East along the East line of said Section 14 a distance of 1322.33 feet to the East 1/4 corner of said Section 14 said point being the Southeast corner of the South 1/2 of the Northeast 1/4; thence South 89°32'56" West along the south line of said South 1/2 a distance of 660.26 feet to the Northeast corner of Parcel B of Parcel Map No. 73578 filed for record in Book 17 of Parcel Maps at Page 102, O.R.P.C.; thence South 00°12'16" East along the East line of said Parcel B a distance of 2645.12 feet to the Southeast corner of said Parcel B; thence South 89°29'41" West along the South line of said Parcel B a distance of 660.52 feet to

a point in the South line of said Section 14 said point being the Southwest corner of said Parcel B; thence continuing along the South line of said Section 14 South 89°30'51" West a distance of 1321.87 feet to the South 1/4 corner of said Section 14 said point being the Southwest corner of the West 1/2 of the Southeast 1/4 of said Section 14; thence along said south line South 89°30'14" West a distance of 1982.42 feet; to the point of beginning.

Containing 461 acres more or less.

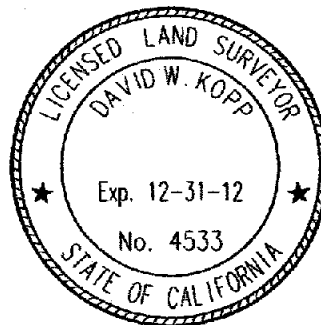
End of Description

Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661



David W Kopp, PLS 4533
License Expiration Date: 12-31-12

Date: 2/28/11



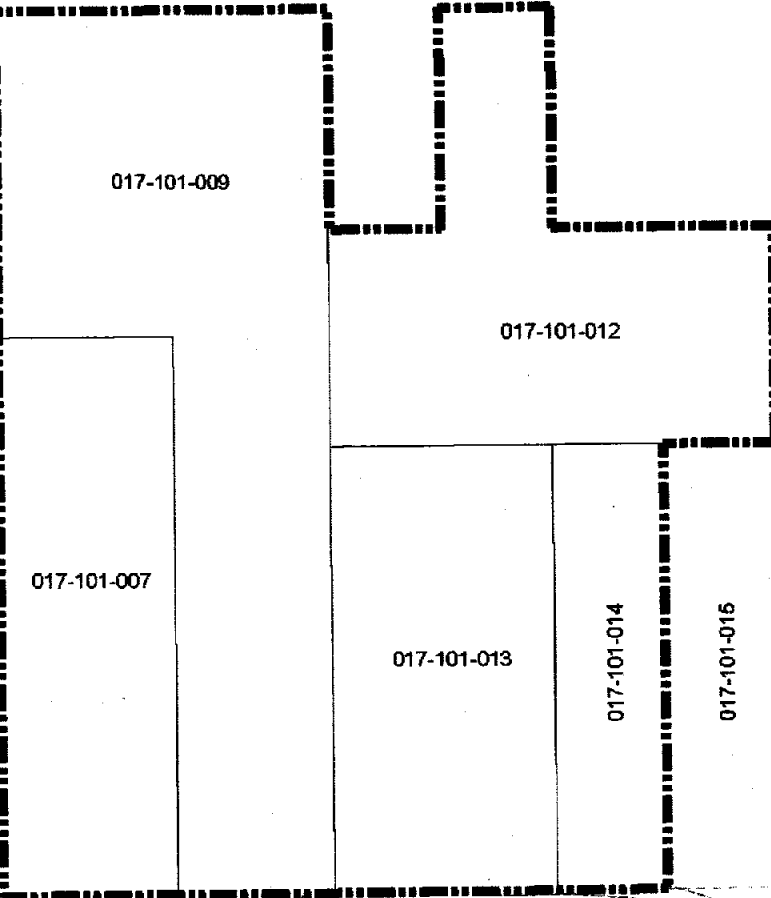
**Exhibit B
Property Map**

AMORUSO RANCH
STUDY AREA

PROPOSED
PLACER RANCH
SPECIFIC PLAN

AL JOHNSON
WILDLIFE
AREA

WEST ROSEVILLE
SPECIFIC PLAN



WEST ROSEVILLE
SPECIFIC PLAN

ROSEVILLE
ENERGY PARK

PLEASANT GROVE
WASTEWATER
TREATMENT PLANT

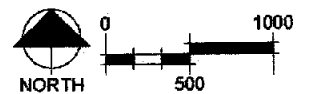
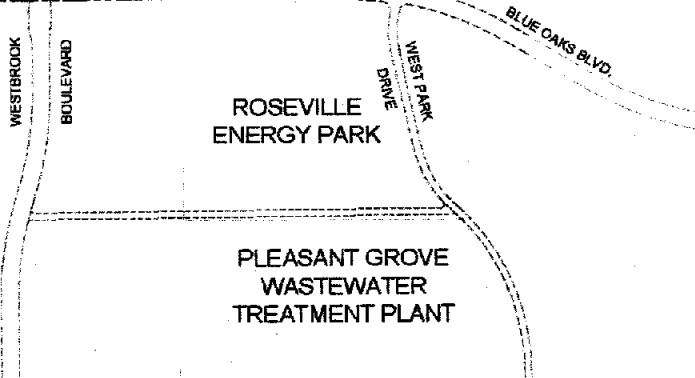


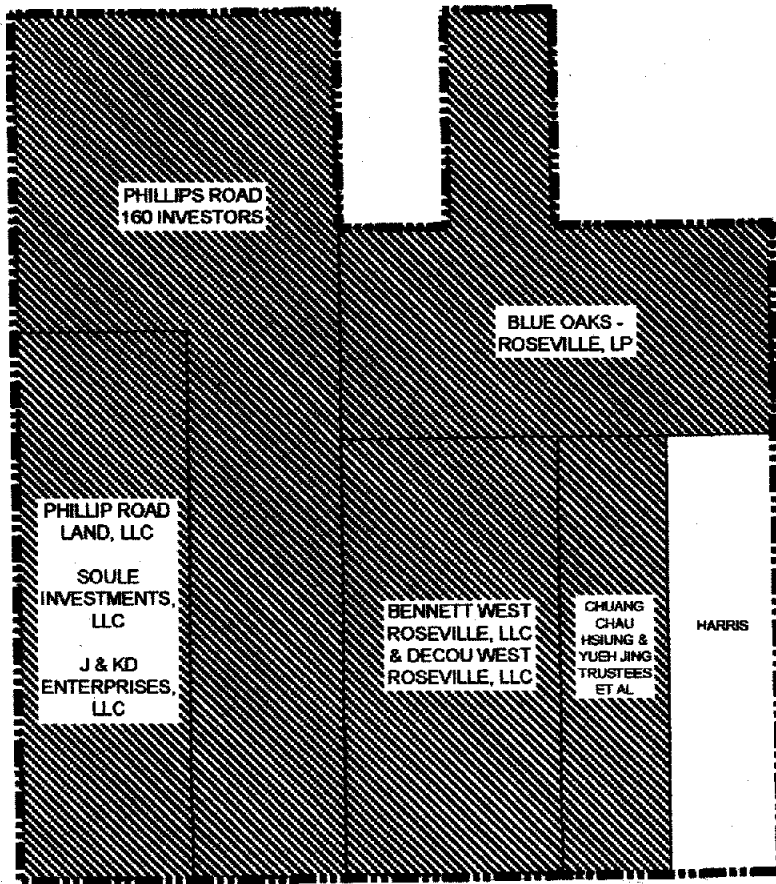
Exhibit C
Annexation Area/Plan Area

AMORUSO RANCH
 STUDY AREA

PROPOSED
 PLACER RANCH
 SPECIFIC PLAN

AL JOHNSON
 WILDLIFE
 AREA

WEST ROSEVILLE
 SPECIFIC PLAN



WEST ROSEVILLE
 SPECIFIC PLAN

ROSEVILLE
 ENERGY PARK

BLUE OAKS BLVD.

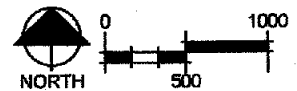
WESTBROOK
 BOULEVARD

WEST PARK
 DRIVE

LEGEND

- Annexation Area/ Plan Area
- Property Subject to Development Agreement

PLEASANT GROVE
 WASTEWATER
 TREATMENT PLANT

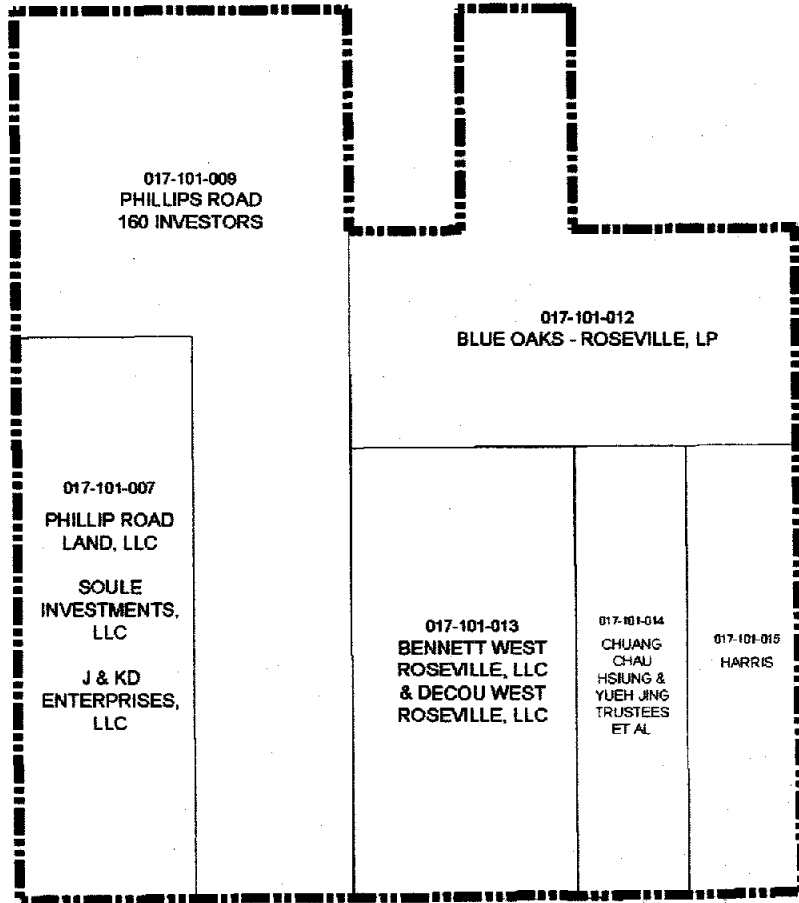


**Exhibit D
Landowners**

**AMORUSO RANCH
STUDY AREA**

**PROPOSED
PLACER RANCH
SPECIFIC PLAN**

**AL JOHNSON
WILDLIFE
AREA**



**WEST ROSEVILLE
SPECIFIC PLAN**

**WEST ROSEVILLE
SPECIFIC PLAN**

**WESTBROOK
BOULEVARD**

BOULEVARD

**ROSEVILLE
ENERGY PARK**

**WEST PARK
DRIVE**

BLUE OAKS BLVD.

**PLEASANT GROVE
WASTEWATER
TREATMENT PLANT**

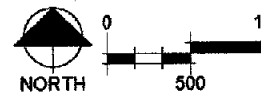


Exhibit E Land Use Plan

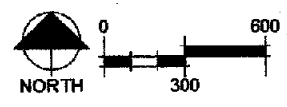
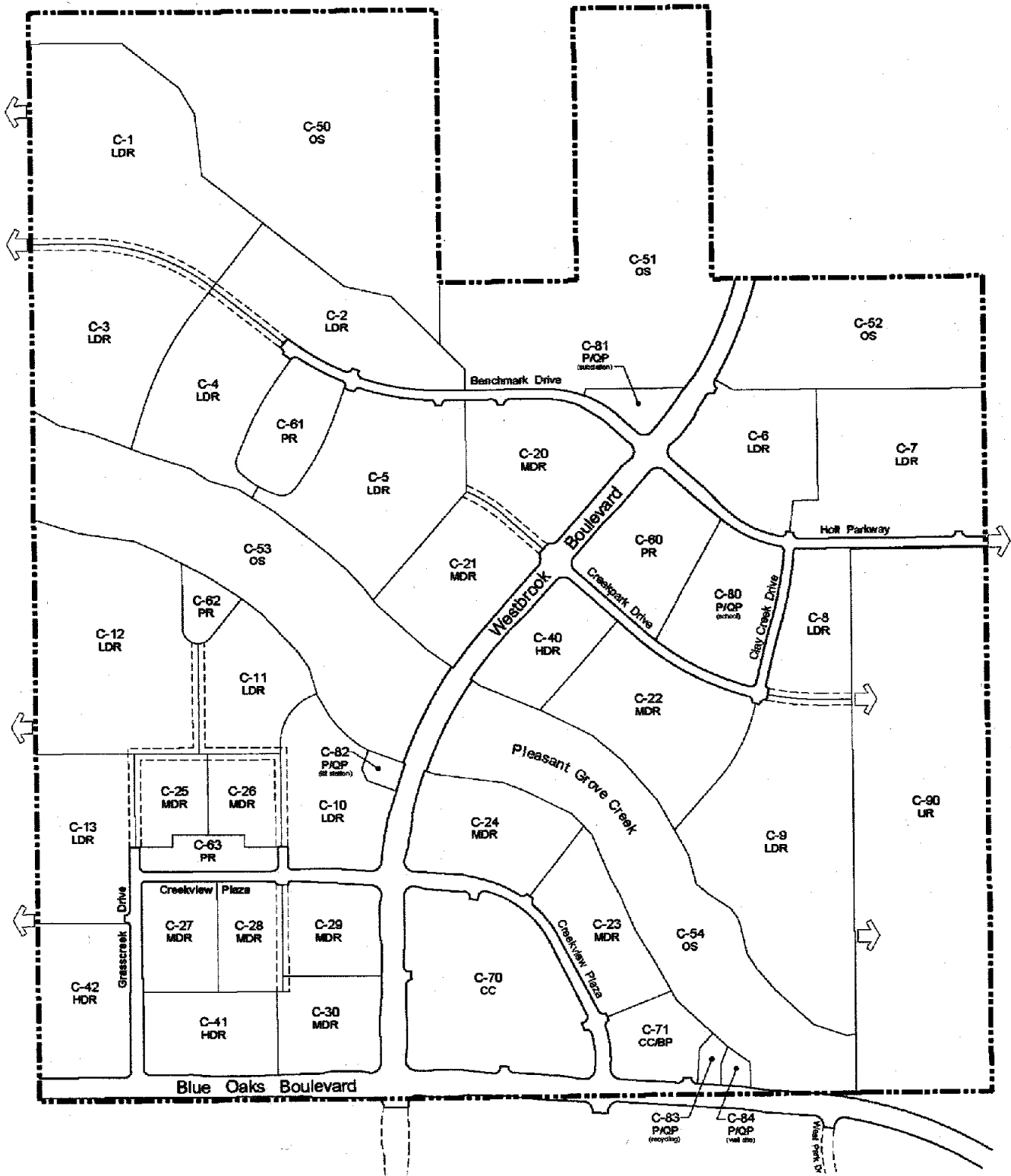
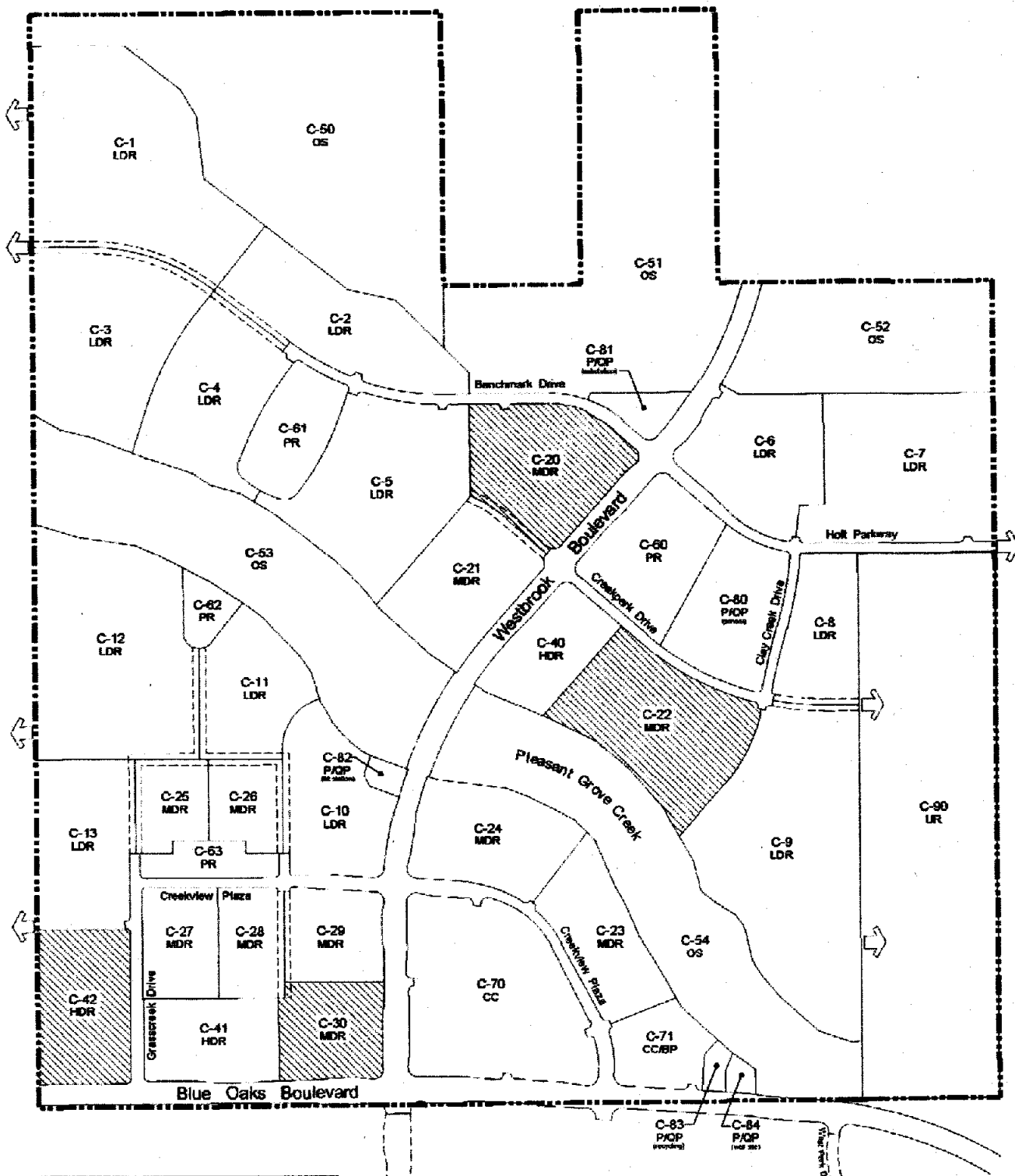


Exhibit F

Affordable Housing Sites



LEGEND

 Affordable Housing Sites

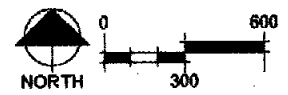
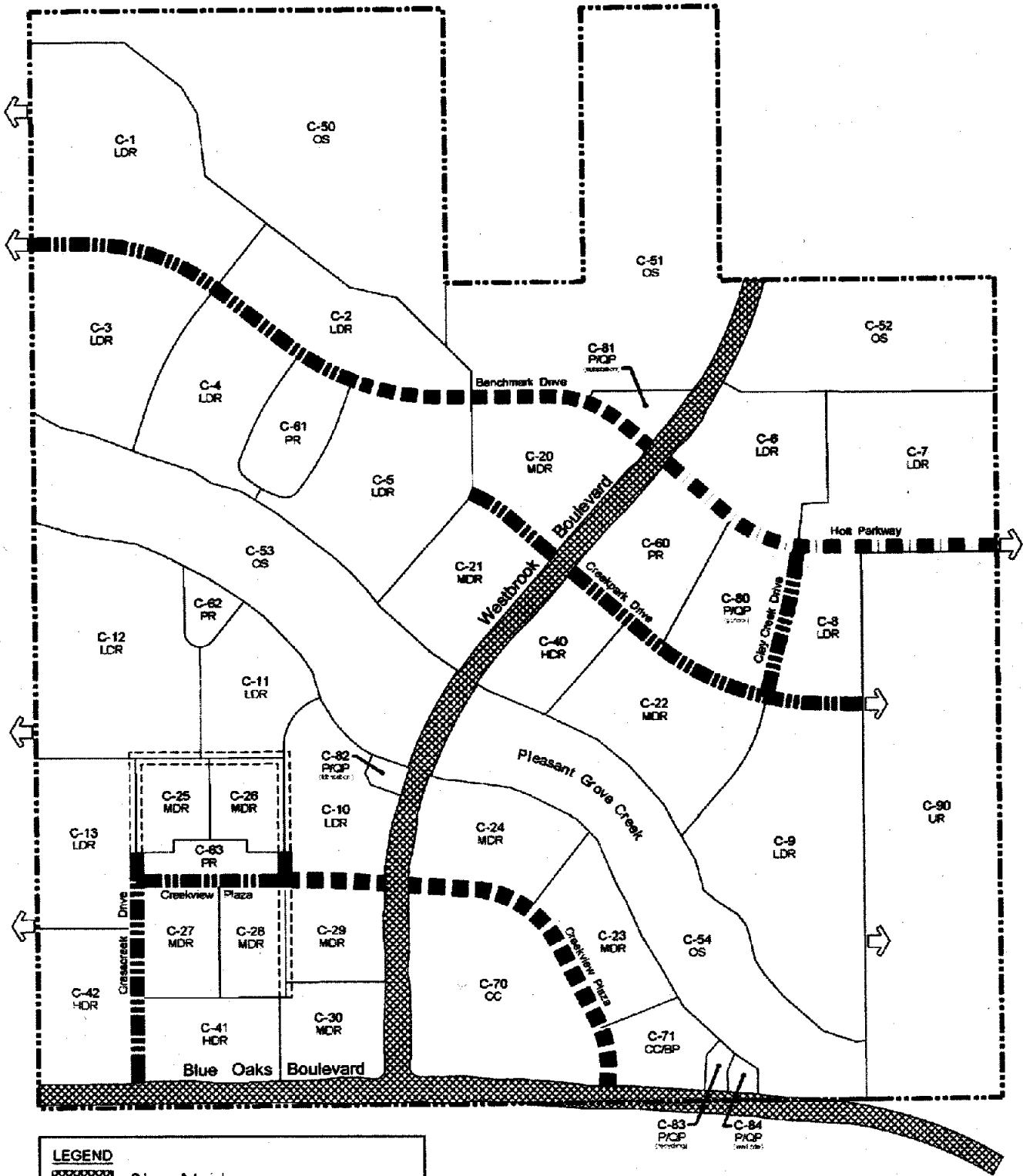


Exhibit H Road Improvements



LEGEND	
	6 Lane Arterial
	Modified Collector (limited access)
	Modified Collector
	Primary Residential

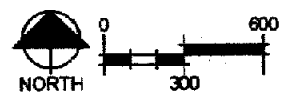


Exhibit I

Blue Oaks Boulevard Construction Obligations

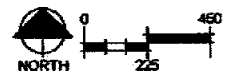
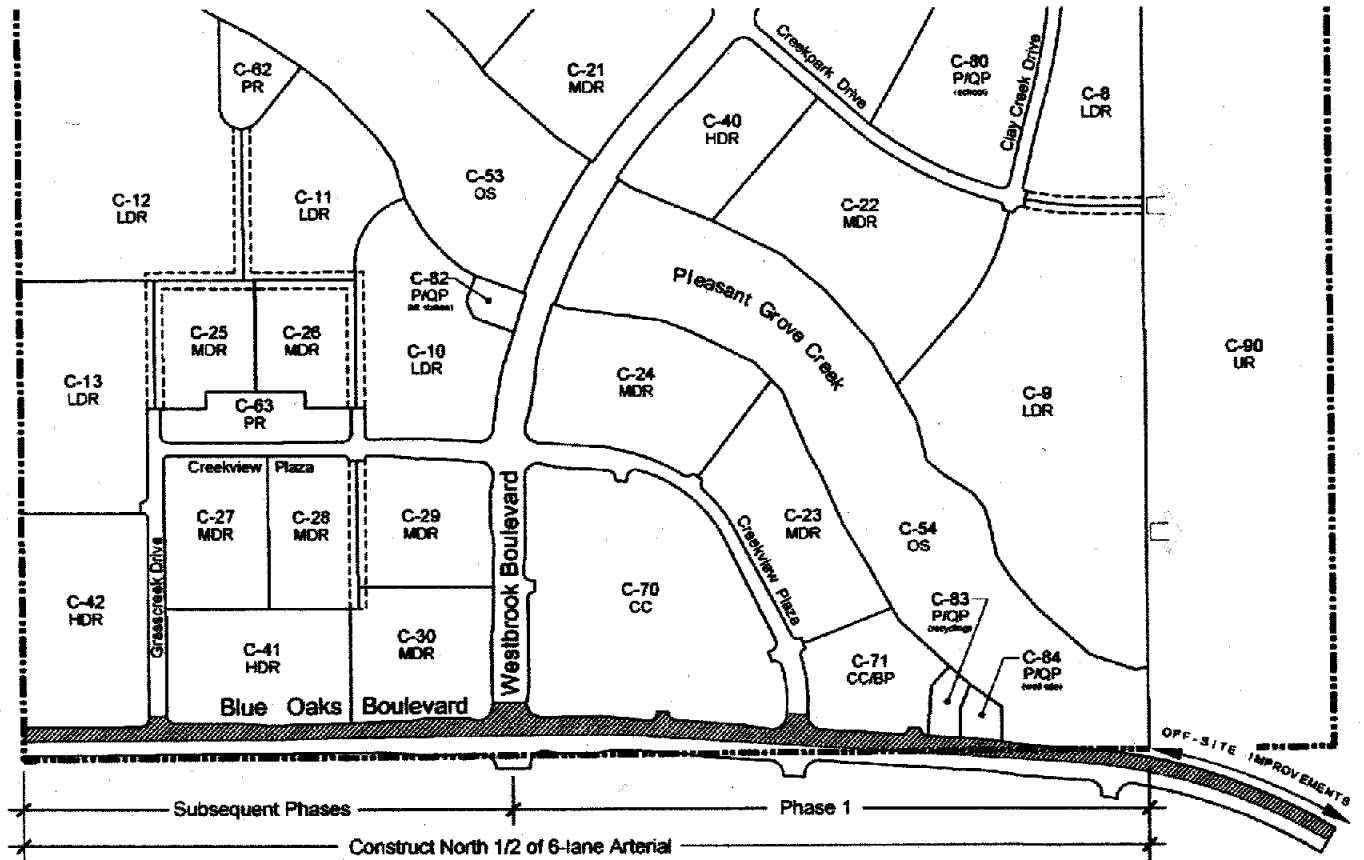


Exhibit J

Westbrook Boulevard Section – Between Parcels C-51 and C-52

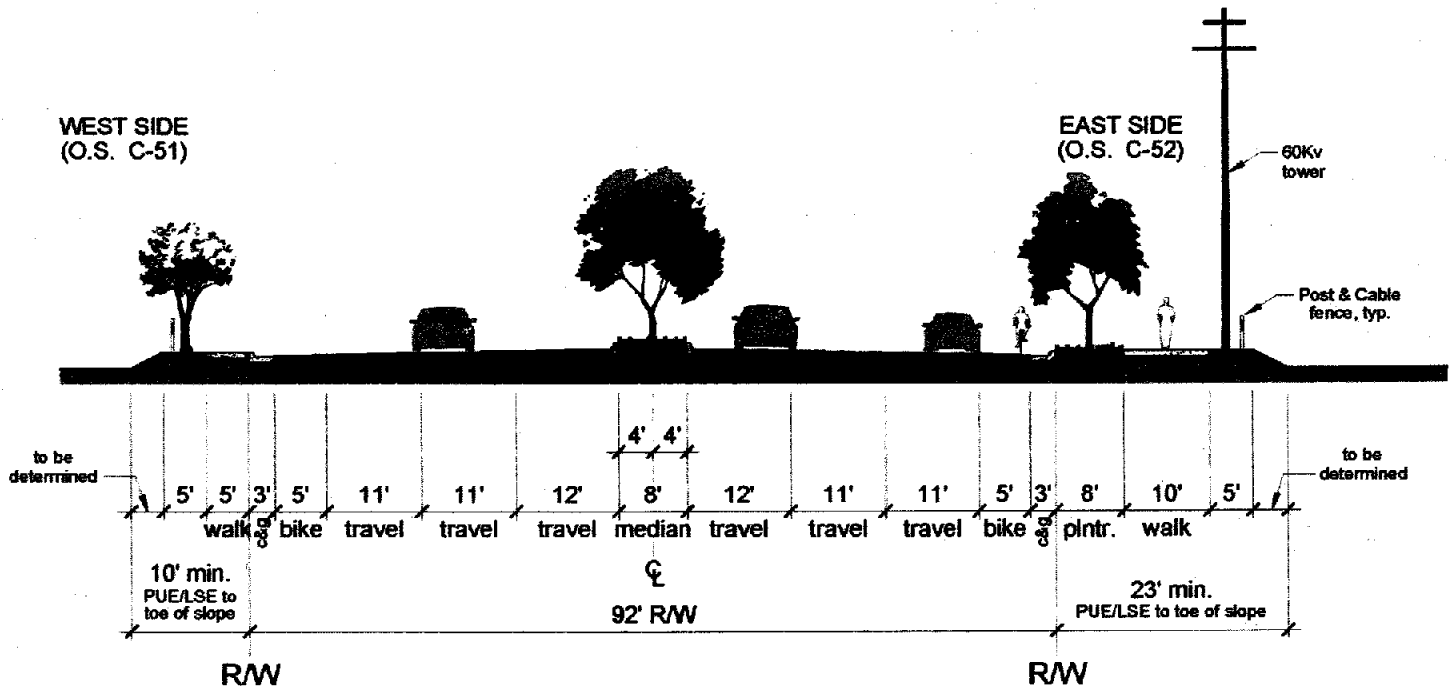


Exhibit J-1

**Cost Estimate for Frontage Improvements of Westbrook Boulevard
Between Parcels C-51 and C-52**

Exhibit J-1

**Cost Estimate for Frontage Improvements of Westbrook
 Boulevard Between Parcels C-51 and C-52**

SUMMARY

Description	Westbrook Segment 4 - Open Space	
<i>Sewer</i>	\$	-
<i>Potable Water</i>	\$	-
<i>Recycled Water</i>	\$	-
<i>Drainage</i>	\$	37,440
<i>Dry Utilities</i>	\$	168,912
<i>CIP</i>	\$	263,473
<i>Streetwork</i>	\$	330,395
<i>Concrete</i>	\$	163,037
<i>Miscellaneous [1]</i>	\$	265,068
CUMULATIVE	\$	1,228,324

[1] Includes Mitigation for Wetland Impacts (2.6 acres), and \$25,000
 Segmentation Cost for all roadway Segments

CreekView Specific Plan
 Backbone Infrastructure Costs
 Westbrook Segment 4 - Frontage Improvements Between Parcels C-51 and C-52

Preliminary Opinion of Construction Costs
 Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
-----	-------------	----------	-------	------------	--------

Storm Drainage:

1	Drainage Culvert (125 LF of approximatly 30" RCP CL III)	125	LF	\$ 75.00	\$ 9,375.00
2	Drainage Culvert (125 LF of approximatly 36" RCP CL III)	125	LF	\$ 85.00	\$ 10,625.00
3	Headwalls (0.5 cy each, including all appertenances)	4	EA	\$ 1,500.00	\$ 6,000.00

Storm Drainage Subtotal: \$ 26,000.00

Dry Utilities:

4	Street Lights per Roseville Electric (Lights/Wire/Transformer)	510	LF	\$ 150.00	\$ 76,500.00
5	Joint Utility Trench Conduit System	510	LF	\$ 80.00	\$ 40,800.00

Dry Utilities Subtotal: \$ 117,300.00

CIP:

6	Roadway Excavation	2,512	CY	\$ 10.00	\$ 25,122.22
7	Roadway Finish Grading	21,420	SF	\$ 0.25	\$ 5,355.00
8	Paving - (5" AC on 15" AB)	21,420	SF	\$ 7.00	\$ 149,940.00
9	Signage & Striping	255	LF	\$ 10.00	\$ 2,550.00

CIP: \$ 182,967.22

CreekView Specific Plan
 Backbone Infrastructure Costs
 Westbrook Segment 4 - Frontage Improvements Between Parcels C-51 and C-52

Preliminary Opinion of Construction Costs
 Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
-----	-------------	----------	-------	------------	--------

Streetwork:

10	Clearing and Grubbing	1.0	AC	\$ 750.00	\$ 750.00
11	Erosion Control	1.0	AC	\$ 5,000.00	\$ 5,000.00
12	Elevate Roadway - 2.5 foot	5,902.8	CY	\$ 3.00	\$ 17,708.40
13	Roadway Excavation	2,153	CY	\$ 10.00	\$ 21,530.00
14	Roadway Finish Grading	42,330	SF	\$ 0.25	\$ 10,582.50
15	Paving - (5" AC on 15" AB)	18,360	SF	\$ 7.00	\$ 128,520.00
16	Median Landscaping	3,570	SF	\$ 3.00	\$ 10,710.00
17	Greenway Landscaping (between BOC and Sidewalk)	4,080	SF	\$ 3.00	\$ 12,240.00
18	Greenway Landscaping (5' beyond Sidewalk - West Side)	2,550	SF	\$ 3.00	\$ 7,650.00
19	Street Barricade	1	EA	\$ 1,200.00	\$ 1,200.00
20	Pedestrian Barricade	2	EA	\$ 400.00	\$ 800.00
21	Signage & Striping	255	LF	\$ 10.00	\$ 2,550.00
22	Post & Cable Fence	1,020	LF	\$ 10.00	\$ 10,200.00

Streetwork Subtotal: \$ 229,440.90

Concrete:

23	Type II Curb & Gutter	1,020	LF	\$ 21.00	\$ 21,420.00
24	Monolithic Sidewalk (Measured Thru HC Ramps)	2,550	SF	\$ 8.00	\$ 20,400.00
25	Detached Sidewalk (Measured Thru HC Ramps)	5,100	SF	\$ 9.00	\$ 45,900.00
26	Type 2 Barrier/Median Curb	1,020	LF	\$ 25.00	\$ 25,500.00

Concrete Subtotal: \$ 113,220.00

CreekView Specific Plan
 Backbone Infrastructure Costs
 Westbrook Segment 4 - Frontage Improvements Between Parcels C-51 and C-52

Preliminary Opinion of Construction Costs
 Major Backbone Infrastructure Only

No.	Description	Quantity	Units	Unit Price	Amount
Miscellaneous:					
27	Mitigation for Wetland Impacts (2.6 acres)	1	LS	\$ 159,075.00	\$ 159,075.00

Miscellaneous Subtotal: \$ 159,075.00

Notes:

1. Streetwork (owners) is responsible for C&G, 18' Pavement, Median Curb and Median Landscaping.
2. Signage & Striping cost is split 50/50 between CIP & Owners
3. Clearing and Grubbing and Erosion Control is not included for the CIP portion.
4. Roadway finish grading includes the PUE/LSE areas beyond the right-of-way.
5. Mitigation for Wetland Impacts based on 0.073 ac of seasonal wetlands (ratio 3:1 @ \$325,000), 0.228 ac of wetland swales (ratio 2:1 @ \$150,000), and 2.6 ac swainsons hawk (@ \$7,500)

<i>Estimate Subtotal:</i>	\$	828,003.12
<i>Segmentation Cost</i>	\$	25,000.00
<i>20% Contingency:</i>	\$	170,600.62
<i>Construction Total:</i>	\$	1,023,603.75
<i>20% Soft Costs:</i>	\$	204,720.75
<i>Estimated Project Total:</i>	\$	1,228,324.50

Exhibit K Traffic Signals

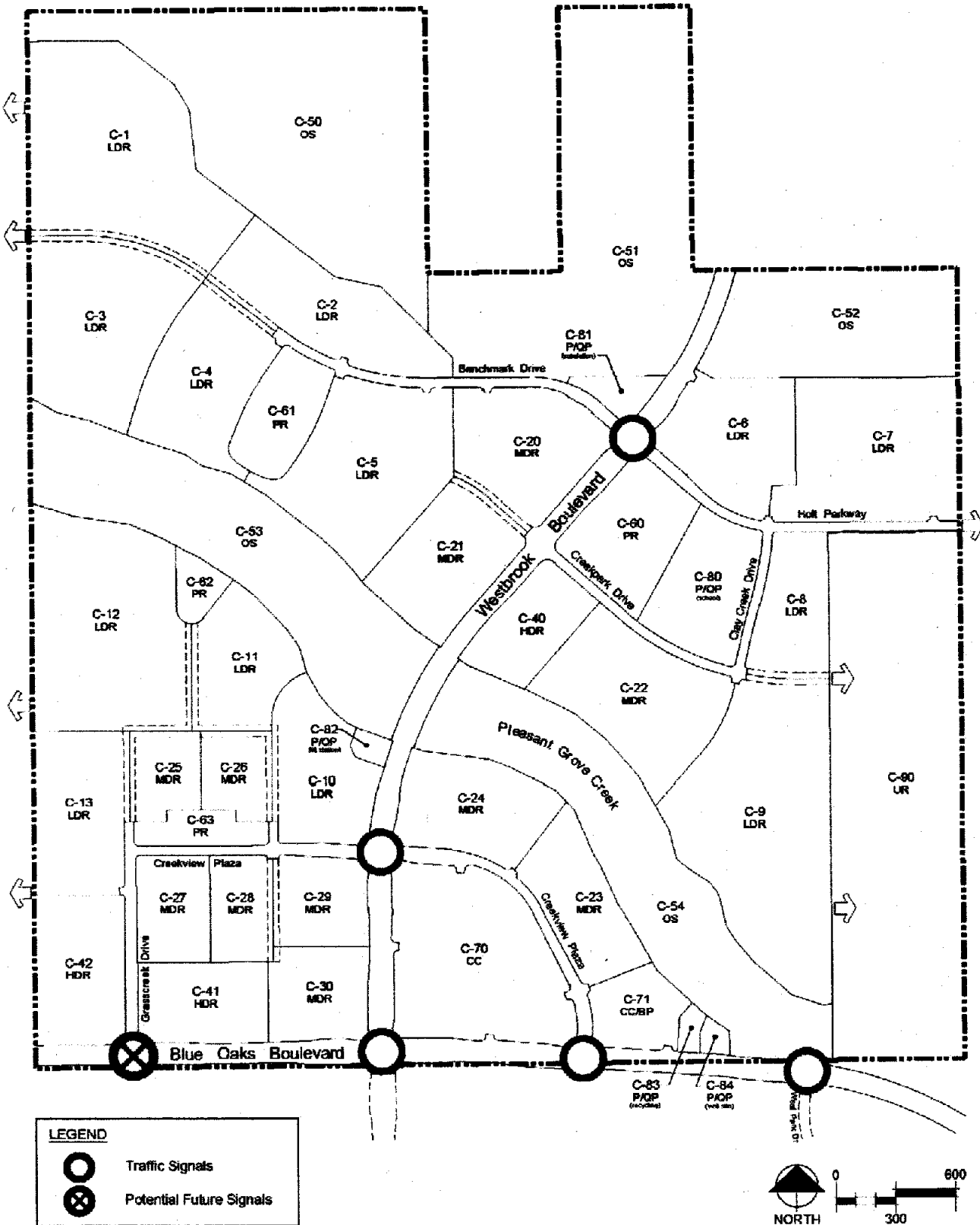
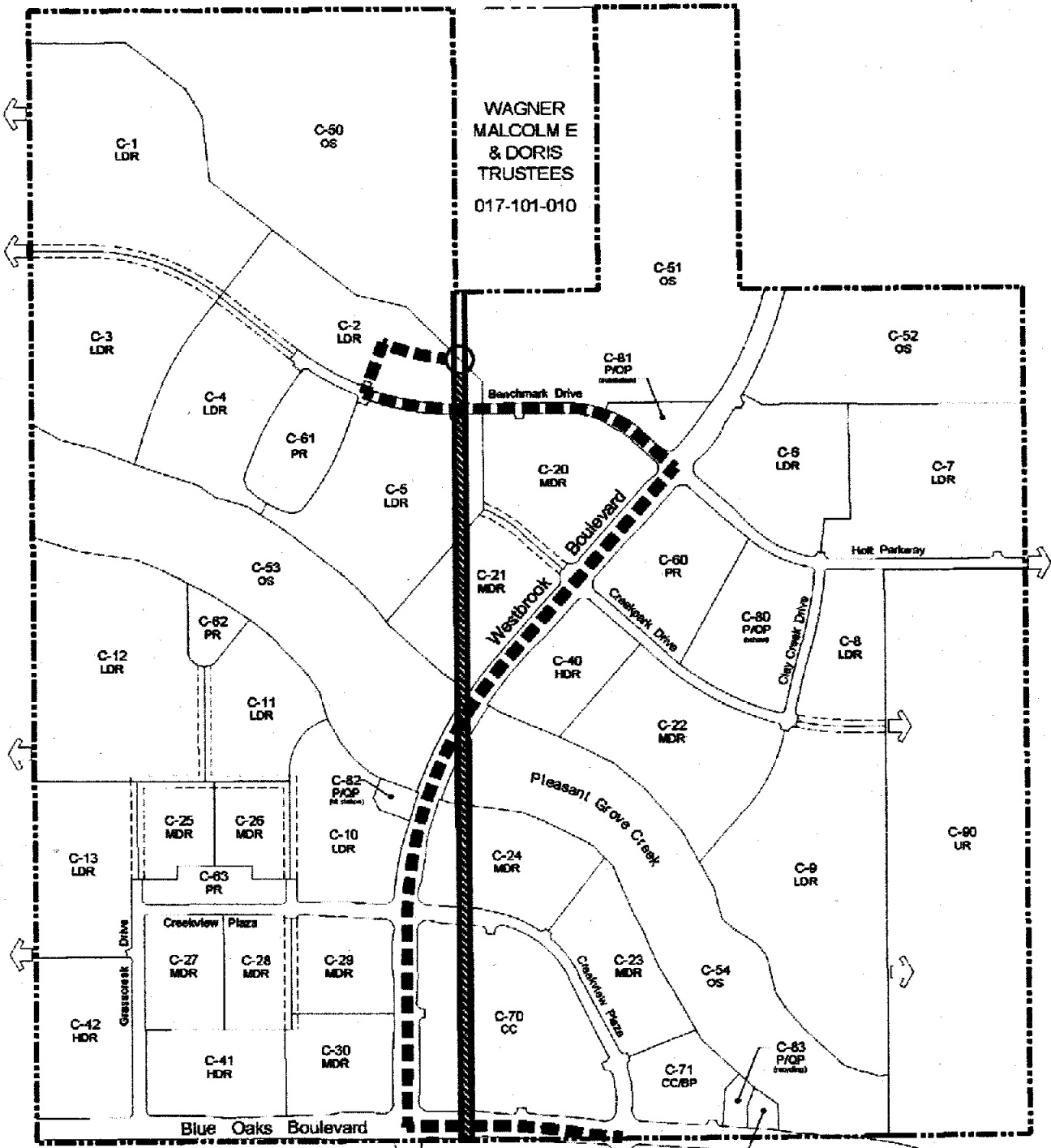


Exhibit L Wagner Property Access



LEGEND





-  Existing 30' Exclusive Easement for Ingress, Egress, and Utility Purposes
-  Portion of Easement No Longer Needed Subsequent to Residential Street Connection
-  Ultimate Future Point of Connection to Residential Street
-  Access Route



Exhibit M
Harris Property Access

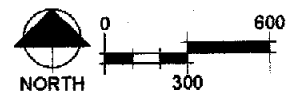
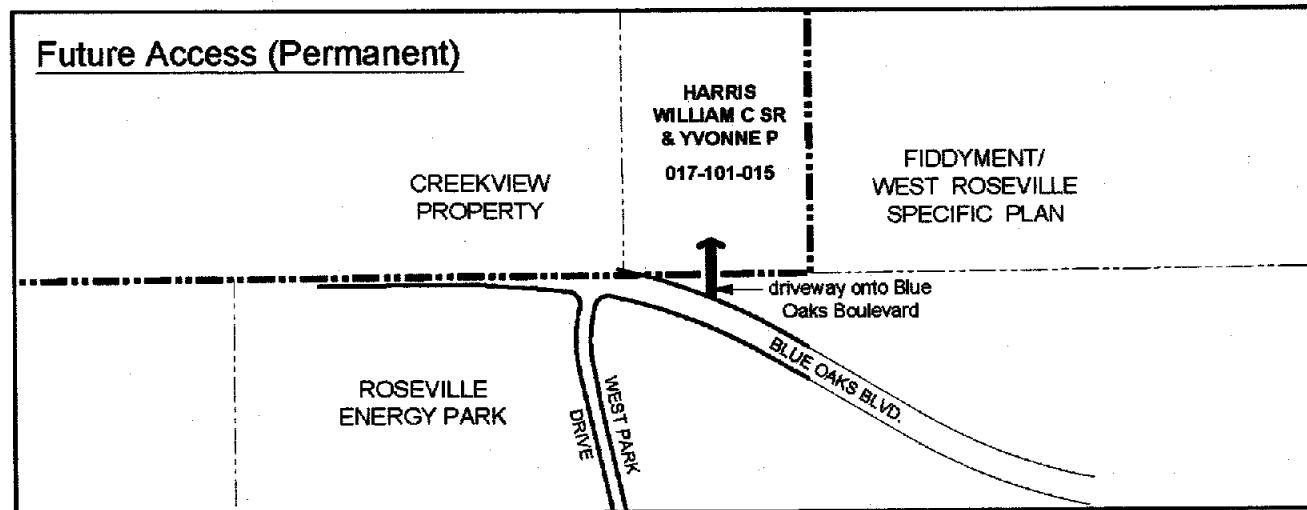
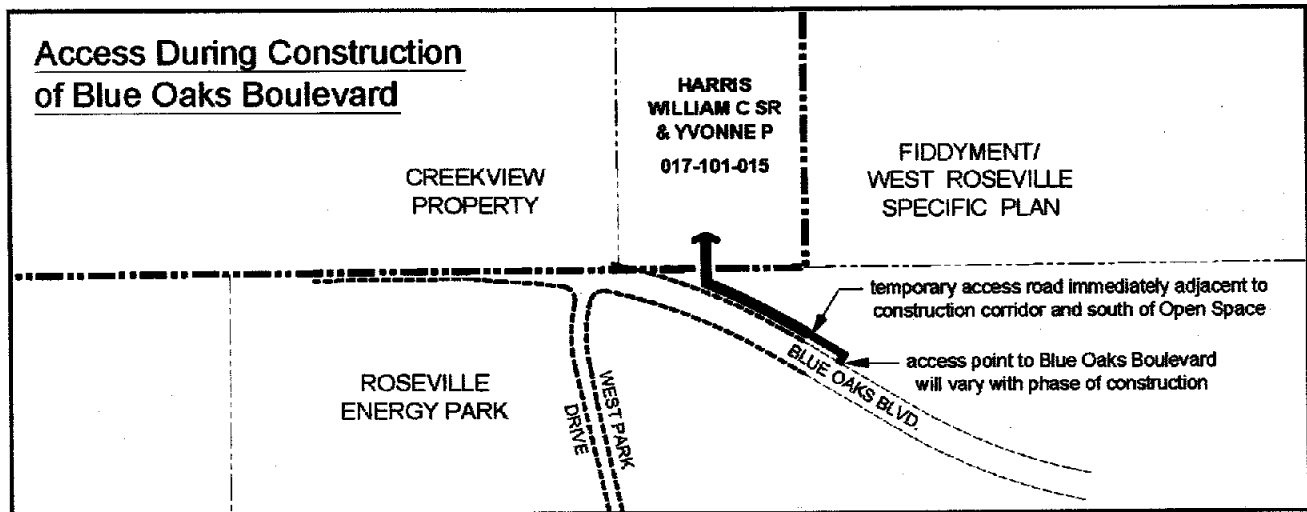
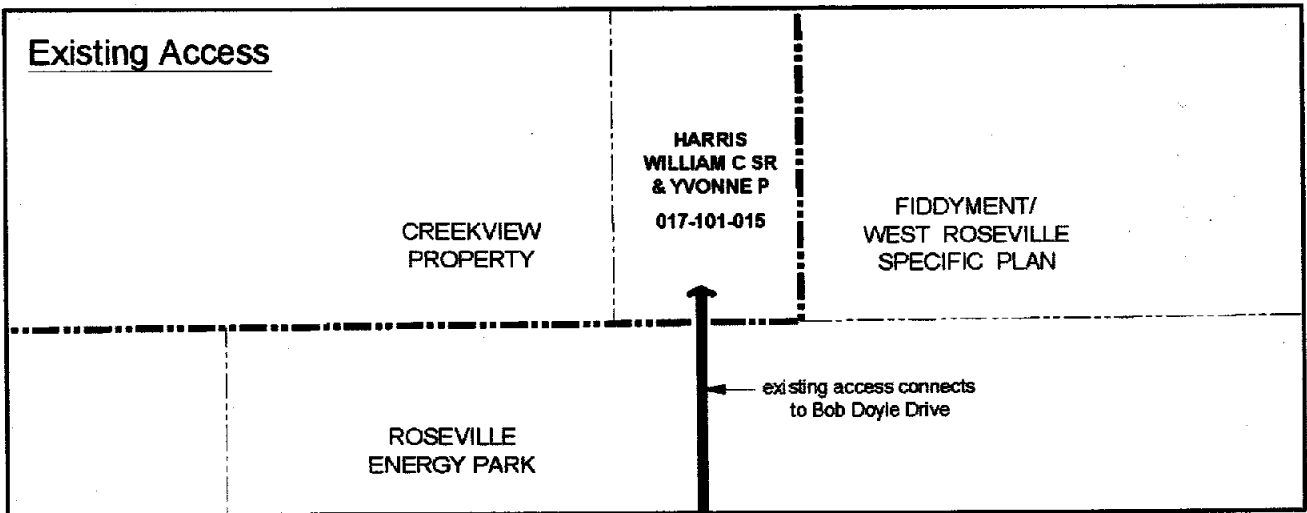
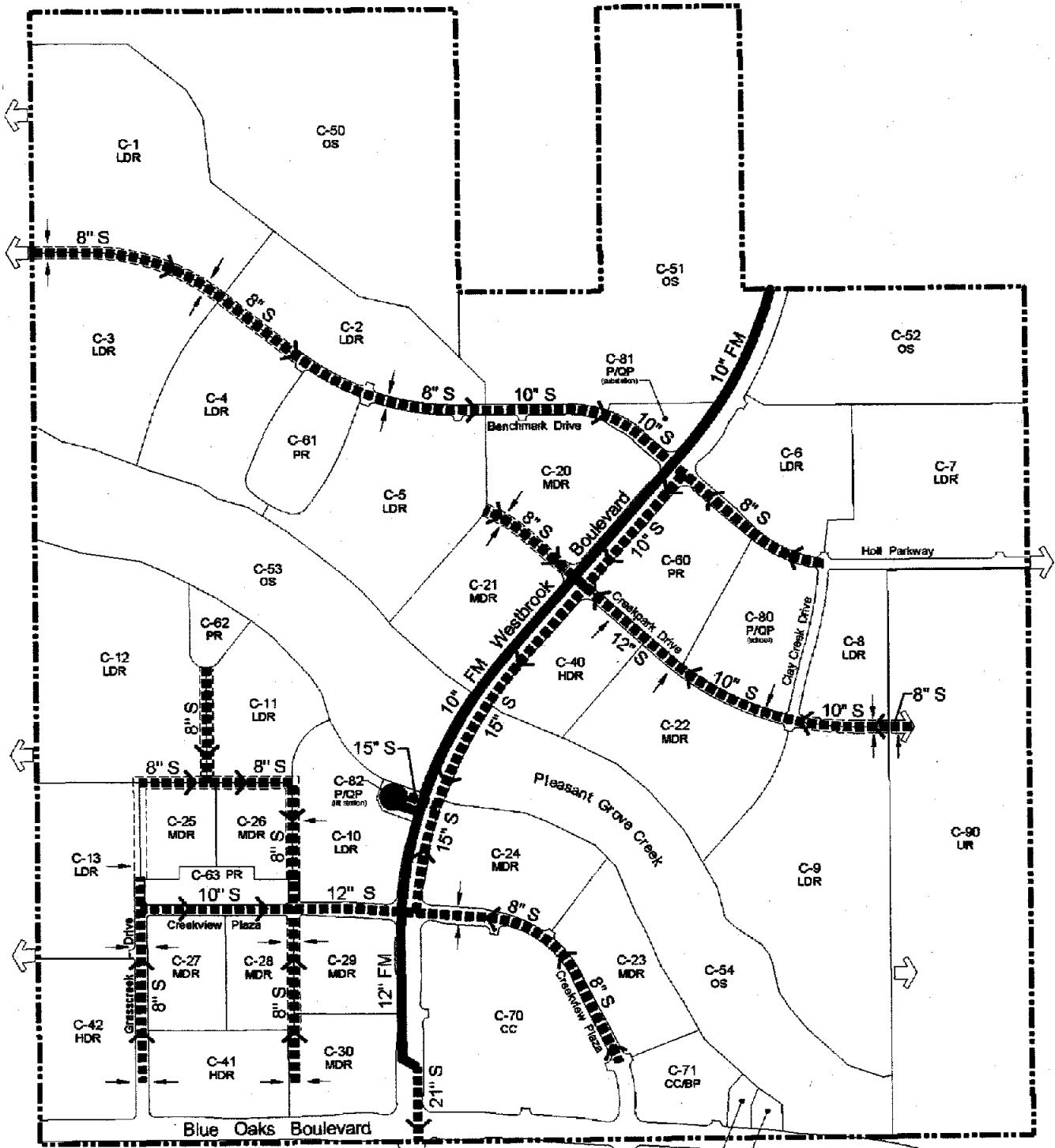






Exhibit N Wastewater Facilities



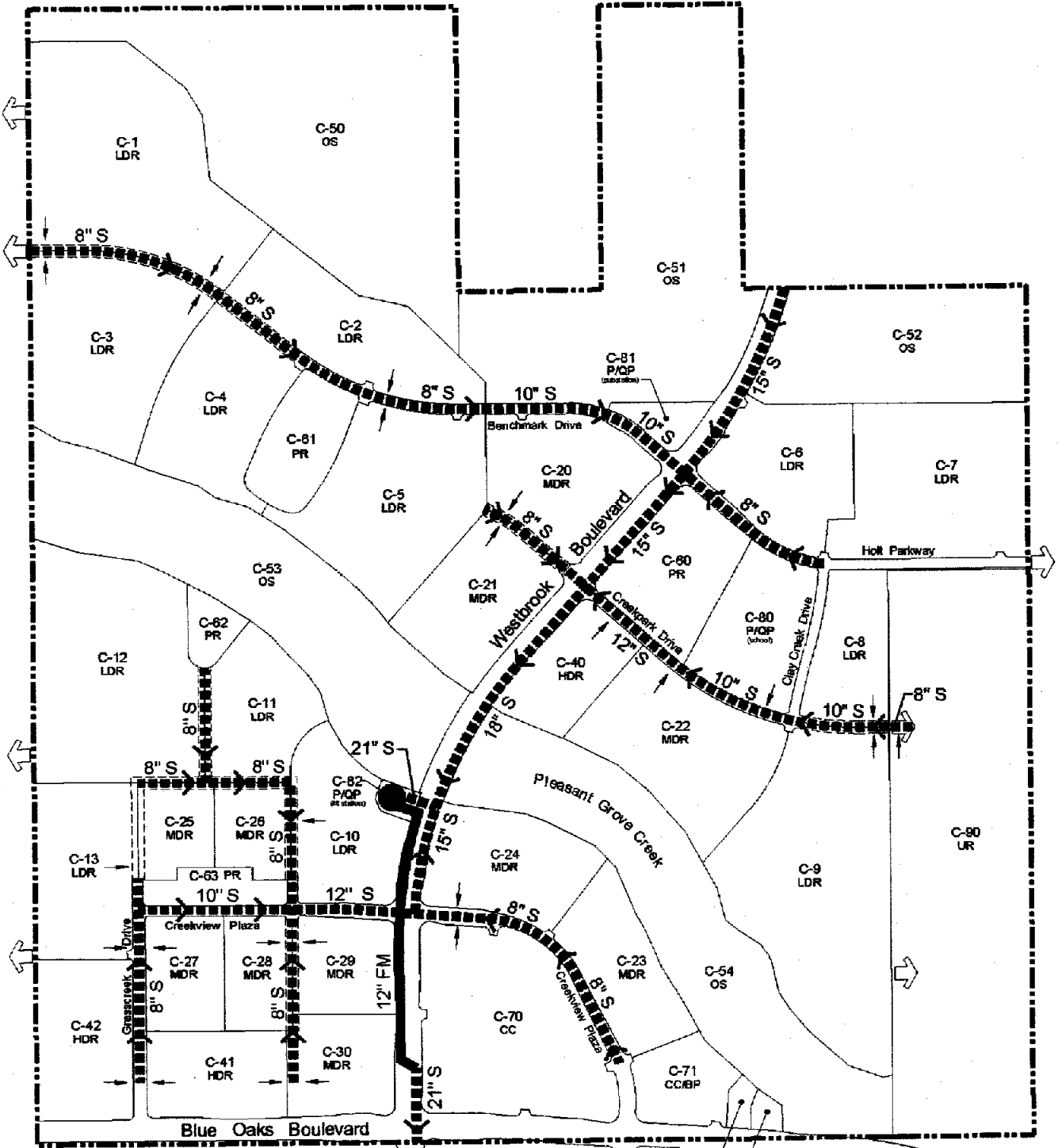
LEGEND

-  Sewer Force Main
-  Sewer Trunk Line
-  Sewer Lift Station
-  Shed Flow Direction

Notes:
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.



Exhibit O Wastewater Facilities – Alternate Design



LEGEND	
	Sewer Force Main
	Sewer Trunk Line
	Sewer Lift Station
	Shed Flow Direction

Notes:
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.

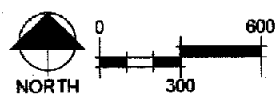


Exhibit P

Wastewater Facilities for Reimbursement

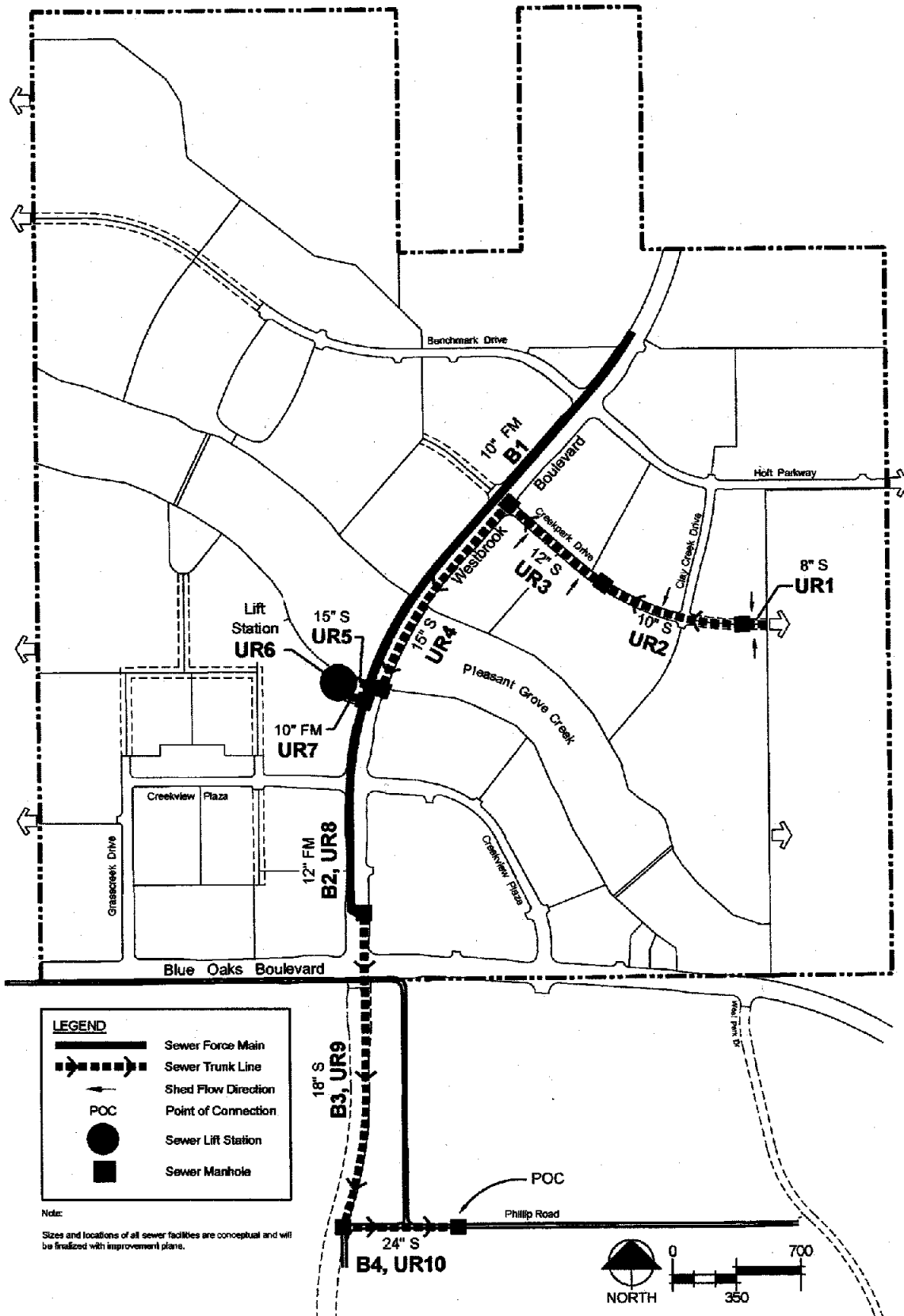


Exhibit Q

Wastewater Facilities for Reimbursement Schedule

CVSP - REIMBURSEMENT FOR WASTEWATER FACILITIES

EXHIBIT Q
SPECIFIC PLAN REIMBURSEMENTS

WASTEWATER REIMBURSEMENTS [1]														
NO	CONTRIB. NODE #	SEWER LINE SEGMENT	PIPE SIZE (inches)	QA (mgd)	CONTRIBUTING FLOW (mgd) [2]			% REIMBURSEMENT			TOTAL COST BASIS FOR REIMBURSEMENT [3]	REIMBURSEMENT BY PLANNING AREA		
					CVSP	OTHER 3RD PARTIES	URBAN RESERVE	CVSP	OTHER 3RD PARTIES	URBAN RESERVE		CVSP	OTHER 3RD PARTIES	URBAN RESERVE
1	330	B1	10 FM	0.621	0.000	0.621	0.000	0.000	100.000	0.000	\$ 196,416	\$ -	\$ 196,416	\$ -
2	250	UR1	8	0.063	0.000	0.000	0.063	0.000	0.000	100.000	\$ 20,880	\$ -	\$ -	\$ 20,880
3	260	UR2	10	0.084	0.021	0.000	0.063	25.000	0.000	75.000	\$ 92,520	\$ 23,130	\$ -	\$ 69,390
4	280	UR3	12	0.111	0.048	0.000	0.063	43.243	0.000	56.757	\$ 95,040	\$ 41,098	\$ -	\$ 53,942
5	300	UR4	15	0.251	0.188	0.000	0.063	74.900	0.000	25.100	\$ 223,776	\$ 167,608	\$ -	\$ 56,168
6	310	UR5	15	0.432	0.369	0.000	0.063	85.417	0.000	14.583	\$ 20,016	\$ 17,097	\$ -	\$ 2,919
7	320	UR6	Lift Station	0.433	0.370	0.000	0.063	85.450	0.000	14.550	\$ 720,000	\$ 615,240	\$ -	\$ 104,760
8	320	UR7	10 FM	0.433	0.370	0.000	0.063	85.450	0.000	14.550	\$ 3,960	\$ 3,384	\$ -	\$ 576
9	340	B2, UR8	12 FM	1.054	0.370	0.621	0.063	35.104	58.918	5.977	\$ 117,000	\$ 41,072	\$ 68,934	\$ 6,993
10 [4]	350	B3, UR9	18 [7]	1.054	0.370	0.621	0.063	35.104	58.918	5.977	\$ 53,000	\$ 18,605	\$ 31,227	\$ 3,168
11 [5]	370	B4, UR10	24	1.229	0.370	0.621	0.063	30.106	50.529	5.126	\$ 378,000	\$ 113,801	\$ 191,000	\$ 19,376

Note:

improvements are subject to annual adjustment for CCI.

[1] Based on the Project Preferred Design

[2] Data Source: Exhibit 3 of the CVSP Sanitary Master Plan Final Report (November 30, 2010).

[3] All costs are based on the engineering cost estimates and include 20% contingency and 20% soft cost. Cost estimates are based on West Roseville Specific Plan Development Agreement, 2004. Cost estimates for unconstructed improvements are subject to annual adjustment for CCI.

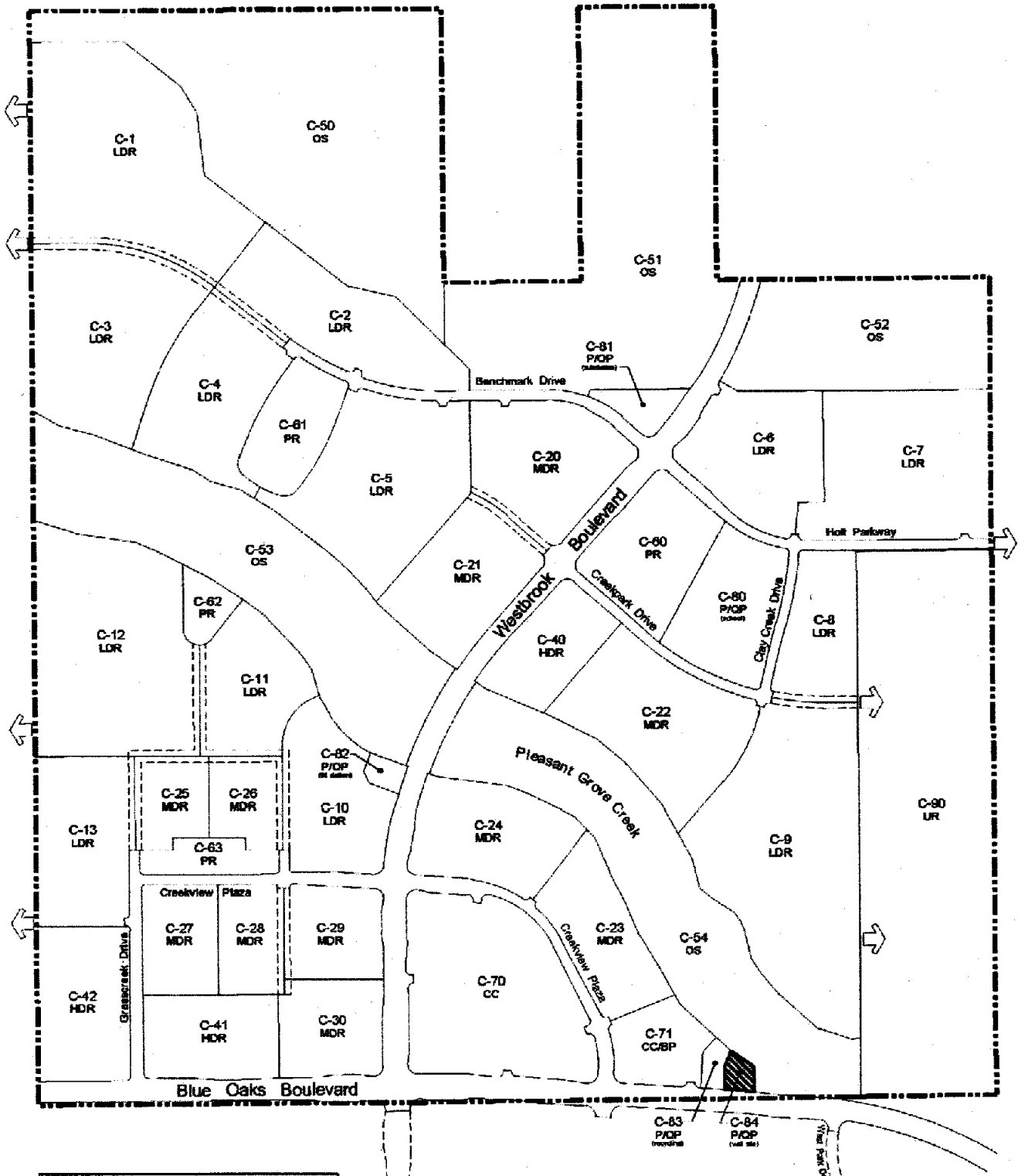
[4] Onsite portion only, remainder included within the West Roseville Specific Plan Reimbursement Values.

[5] Reimbursement estimate is based on the West Roseville Specific Plan DA.

[6] Reference DA Section 3.6.5

[7] City may request upsizing per CSP DA Section 3.25C.

Exhibit R Groundwater Well



LEGEND


 Groundwater Well Site



Exhibit S
Water Conservation Plan

Technical Memorandum



To: Kris Steward

From: Kyle Horn

Reviewed by: Curtis Lam

Subject: Creekview Specific Plan Water Conservation Plan

Date: November 23, 2010

Introduction

HydroScience Engineers (HSe) was retained by the Granite Bay Development Corporation to prepare a Water Conservation Plan (WCP) for the Creekview Specific Plan (CSP). The City of Roseville (City) has requested that the CSP incorporate water conservation measures into the design of the CSP that reduce the overall water demands for the combination of potable and/or recycled water.

This technical memorandum presents potentially feasible efforts and planning approaches to reduce CSP water usage to meet the City's request for 20% water conservation within the CSP. The potential reduction in demand for several of these methods is presented in this memorandum. This is done in the following steps:

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

This Technical Memorandum includes the future buildout associated with the Urban Reserve parcel of the CSP.

Baseline Water Use

The baseline water use for the project was provided to HSe by MacKay and Soms Civil Engineers. A summary of the water use factors and demands are presented in **Table 1**. It was noted that these water demands include both potable and recycled water usage in the CSP. Additionally, all water conservation calculations do not include the 2% system loss.

Table 1: Water Use Factors and Demands

Land Use Designation	Abbreviation	Total Area (acres)	Dwelling Units	Water Use Factor ¹	Annual Demand ¹ (AFY)
Creekview					
Residential					
Low Density Residential	LDR	155.8	836	varies	511
Medium Density Residential	MDR	64.3	655	varies	230
High Density Residential	HDR	17.1	520	177 gpd/DU	103
Non-Residential					
Commercial	CMU	19.3	-	2,598 gpd/acre	56
Park	PR	15.7	-	2,988 gpd/acre	53
Open Space	OS	136.2	-	0 gpd/acre	0
Public/Quasi-Public (all)	P/QP	9.6	-	varies	32
Right of Way	ROW	43.4 ²	-	2,988 gpd/acre	97
Sub-Total for Creekview		461.4	2,011		1,082
Urban Reserve					
Residential					
Medium Density Residential	MDR	16.7	167	varies	60
High Density Residential	HDR	11.9	238	177 gpd/DU	47
Non-Residential					
Park	PR	1.1	-	2,988 gpd/acre	4
Open Space	OS	8.0	-	0 gpd/acre	0
Right of Way	ROW	2.2 ³	-	2,988 gpd/acre	5
Sub-Total for Urban Reserve		39.9	405		116
Total Creekview + Urban Reserve		+/- 501.3	2,416		1,198
Total w/ 2% system loss					1,222

Notes:

1. Demand use factors and annual demand are based on the 'Creekview Land Use Summary', dated October 26, 2010.
2. Out of the 43.4 acres, 29 acres were assumed to be irrigated. The remainder of that acreage was assumed to have a water use factor of zero.
3. Out of the 2.2 acres, 1.50 acres were assumed to be irrigated. The remainder of that acreage was assumed to have a water use factor of zero.

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

Table 2: Typical Single-Family Residential Water Usage

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

Notes:

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

For high-density residential (HDR) land usage, it was estimated that 20% of the overall water usage calculated in Table 1 was used for exterior landscape irrigation. This estimate was based on recycled water demand estimates for HDR parcels. Exterior landscape irrigation demands for HDR parcels were estimated differently than single-family residential parcels due to the lack of front and back yards.

For low-density residential (LDR) and medium density residential (MDR), the water demand for landscaping was split between the front and back yards of the residence. It was assumed that 60% of the landscaping demand would be in the back yard and 40% would be in the front yard. This division of landscaping between the front and back yards was estimated with greater demand in the back yard than the front yard due to driveways limiting the irrigation in a typical front yard. High Density Residential (HDR) parcels do not have a distinction between front- and back-yard areas, as such, the irrigation demand associated with HDR parcels is represented as the total irrigated area; Annual Irrigation Demand.

This assumption established that the percentage of the residential demand attributable to front and back yards were 20.4% and 30.6% respectively, of total residential water usage. This baseline water use data can be seen in Table 3.

Table 3: Residential Base Water Use

Land Use Designation	Annual Demand (AFY)	Annual Front Yard Demand (AFY)	Annual Back Yard Demand (AFY)	Annual Irrigation Demand (AFY)
Creekview				
Low Density Residential	511	104	156	260
Medium Density Residential	230	47	89	136
High Density Residential ¹	103	NA	NA	21
Sub-Total Creekview	844	151	245	417
Urban Reserve				
Medium Density Residential	60	12	18	30
High Density Residential ¹	47	NA	NA	9
Sub-Total Urban Reserve	107	12	18	39
Total Creekview + Urban Reserve	951	163	263	456

Notes:

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

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

Methods for Reducing Water Consumption

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

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

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

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

- When accounting for driveways and hardscape areas, the landscaped area in the front yard for Low and Medium Density Residential units represents 75% of the front yard area. Of this

landscaped area, it was assumed that 70% of the front yard area was turf and 5% was low water use plantings. The turf area would be reduced to 42% of the front yard. See the attached figure for an example of the locations where turf would be reduced for a typical single-family residence.

- The area converted from turf to low water use plantings represents 28% of the front yard landscaped area. This resulted in the following front yard areas: 25% hardscape (driveway, paths), 42% turf, 33% low water use plantings.
- For the Roseville area, low water use plantings on average use 30% of water used on turf (a 70% water savings). This estimate is based on data collected by the Fair Oaks Horticultural Center (Garden Notes, June 2008), which shows that low water use plantings use between 65-75% less water than an average lawn (i.e. turf).
- Low water use plantings will utilize low volume irrigation systems like a drip or micro-spray system design to achieve uniformity of 90% rather than an overhead spray irrigation system. This also assumes that landscaping is irrigated properly (no over- or under-watering).

Table 4 presents the base and new residential landscaped areas.

Table 4: Reduced Landscape Turf Areas

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

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

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

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

Table 5: Reduced Landscape Turf Water Savings – Residential

Land Use Designation	Annual Front Yard Demand ^{1,2} (AFY)	Annual Front Yard Turf Demand (AFY)	Reduced Annual Front Yard Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Creekview					
Low Density Residential	104	102	75	29	Potable
Medium Density Residential	47	46	34	13	Potable
High Density Residential	21	21	15	6	Recycled
Sub-Total Creekview	172	169	124	48	
Urban Reserve					
Medium Density Residential	12	12	9	3	Potable
High Density Residential	9	9	7	2	Recycled
Sub-Total Urban Reserve	21	21	16	5	
Total Creekview + Urban Reserve	193	190	140	53	

Notes:

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

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

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

$$\text{Turf: } 104 \text{ AFY} * \left(\frac{70\%}{71.5\%} \right) = 102 \text{ AFY} \qquad \text{Low Water Use: } 104 \text{ AFY} * \left(\frac{1.5\%}{71.5\%} \right) = 2 \text{ AFY}$$

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

$$102 \text{ AFY} * \left(\frac{42\%}{70\%} + \frac{28\% * 30\%}{70\%} \right) + 2 \text{ AFY} = 75 \text{ AFY}$$

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

- Parks were assumed to use 98% of all water for landscape irrigation.
- Parks were estimated to irrigate approximately 80% of their parcel area. It was assumed the 80% turf would be reduced to 60%, with the remaining 20% turf being converted to low water use plantings.
- For the Roseville area, low water usage 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 micro spray system design to achieve uniformity of 90% rather than an overhead spray irrigation system.
- Right-of-Way streetscapes are assumed to use 100% of their water for landscape irrigation.
- Right-of-Way streetscapes were assumed to irrigate approximately 80% of their parcel area with turf. This was reduced to 30% turf and 50% low water use plantings.

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

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

Land Use Designation	Annual Irrigation Demand ² (AFY)	Base Turf Area ¹	New Turf Area ¹	Low Water Use Area ¹	Reduced Irrigation Demand (AFY)	Water Savings for Reduced Turf (AFY)	Water System Savings
Creekview							
Parks	51	80%	60%	20%	42	9	Recycled
Right of way	97	80%	30%	50%	55	42	Recycled
Sub-Total Creekview	148				97	51	
Urban Reserve							
Parks	4	80%	60%	20%	3	1	Recycled
Right of way	5	80%	30%	50%	3	2	Recycled
Sub-Total Urban Reserve	9				6	3	
Total Creekview + Urban Reserve	157				103	54	

Notes:

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

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

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

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

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

Table 7: Smart Irrigation Controller Water Savings

Land Use Designation	Original Demand (AFY) ¹	Reduced Demand (AFY)	Water Savings (AFY)	Water System Savings
Creekview				
Low Density Residential				
Front Yard	75	60	15	Potable
Back Yard	156	125	31	Potable
Medium Density Residential				
Front Yard	34	27	7	Potable
Back Yard	70	56	14	Potable
High Density Residential	15	12	3	Recycled
Parks	42	34	8	Recycled
Right of Way	55	44	11	Recycled
Sub-Total Creekview	447	358	89	
Urban Reserve				
Medium Density Residential				
Front Yard	9	7	2	Potable
Back Yard	18	14	4	Potable
High Density Residential	7	6	1	Recycled
Parks	3	2	1	Recycled
Right of Way	3	2	1	Recycled
Sub-Total Urban Reserve	40	31	9	
Total Creekview + Urban Reserve	487	389	98	

Notes:

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

As an example, for the low-density residential front yards, the annual demand is 75 AFY. Assuming that this demand is reduced by 20% when using smart irrigation controllers, the reduced demand is estimated to be:

$$75 \text{ AFY} * (80\%) = 60 \text{ AFY}$$

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

Table 8: Re-circulating Hot Water Savings

Land Use Designation	Dwelling Units (DU)	Water Savings for Recirculating Hot Water (AFY)	Water System Savings
Creekview			
Low Density Residential	836	7	Potable
Medium Density Residential	655	6	Potable
High Density Residential	520	4	Potable
Sub-Total Creekview	2,011	17	
Urban Reserve			
Medium Density Residential	167	1	Potable
High Density Residential	238	2	Potable
Sub-Total Urban Reserve	405	3	
Total Creekview + Urban Reserve	2,416	20	

As an example, for the low-density residential land use, the total number of dwelling units is 836. The reduced water demand would be estimated to be:

$$836 \text{ DU} * 7.5 \frac{\text{gal}}{\text{day}} * \frac{\text{AF}}{325,851 \text{ gal}} * 365 \text{ day/yr} = 7 \text{ AFY}$$

Summary

The water conservation measures selected for implementation for the CSP are the same measures recently adopted by the City for the Sierra Vista Specific Plan. These measures were selected based on their ability to cost-effectively achieve the necessary water savings.

The total volume of water conservation estimated when implementing these water conservation measures for the CSP land use plan is summarized in **Table 9**. This volume of water conservation includes both conservation of potable and recycled water. The water savings calculation is based on the total water demands for each land use in either the CSP or Urban Reserve calculated in Table 1, including the 2% addition for water losses.

Table 9: Water Conservation Estimate

Method	Original Total Water Demand (AFY)	Potable Water Savings (AFY)	Recycled Water Savings (AFY)	Total Volume of Water Savings (AFY)	Total Percentage of Water Savings ^{1,2}
Creekview	1,104				
Reduced landscape turf – residential		42	6	48	4.3%
Reduced landscape turf – parks, right of way		0	51	51	4.6%
Smart irrigation controllers – all types of land uses		67	22	89	8.1%
Re-circulating hot water – residential		17	0	17	1.5%
Sub-Total Creekview		126	79	205	18.6%
Urban Reserve	118				
Reduced landscape turf – residential		3	2	5	4.2%
Reduced landscape turf – parks, right of way		0	3	3	2.5%
Smart irrigation controllers – all types of land uses		6	3	9	7.6%
Re-circulating hot water – residential		3	0	3	2.5%
Sub-Total Urban Reserve		12	8	20	16.9%
Total Creekview + Urban Reserve	1,222	138	87	225	18.4%

Notes:

- Percentages rounded to two significant figures, and represent overall water conservation percentages for both potable and recycled water.
- Percentages were independently calculated for Creekview and the Urban Reserve. The total was calculated for the combined Creekview with urban reserve.

If the described water conservation measures described in this memorandum were taken for the CSP without the Urban Reserve, it is estimated that the CSP overall water demand would be reduced by 205 AFY yielding an adjusted water demand of 899 AFY. This represents a 18.6% reduction from the original water demand for the CSP of 1,104 AFY. When considering both the CSP and the Urban Reserve together, water demands are reduced by a total of 225 AFY for an adjusted water demand of 997 AFY. This represents a 18.4% overall reduction in water usage.

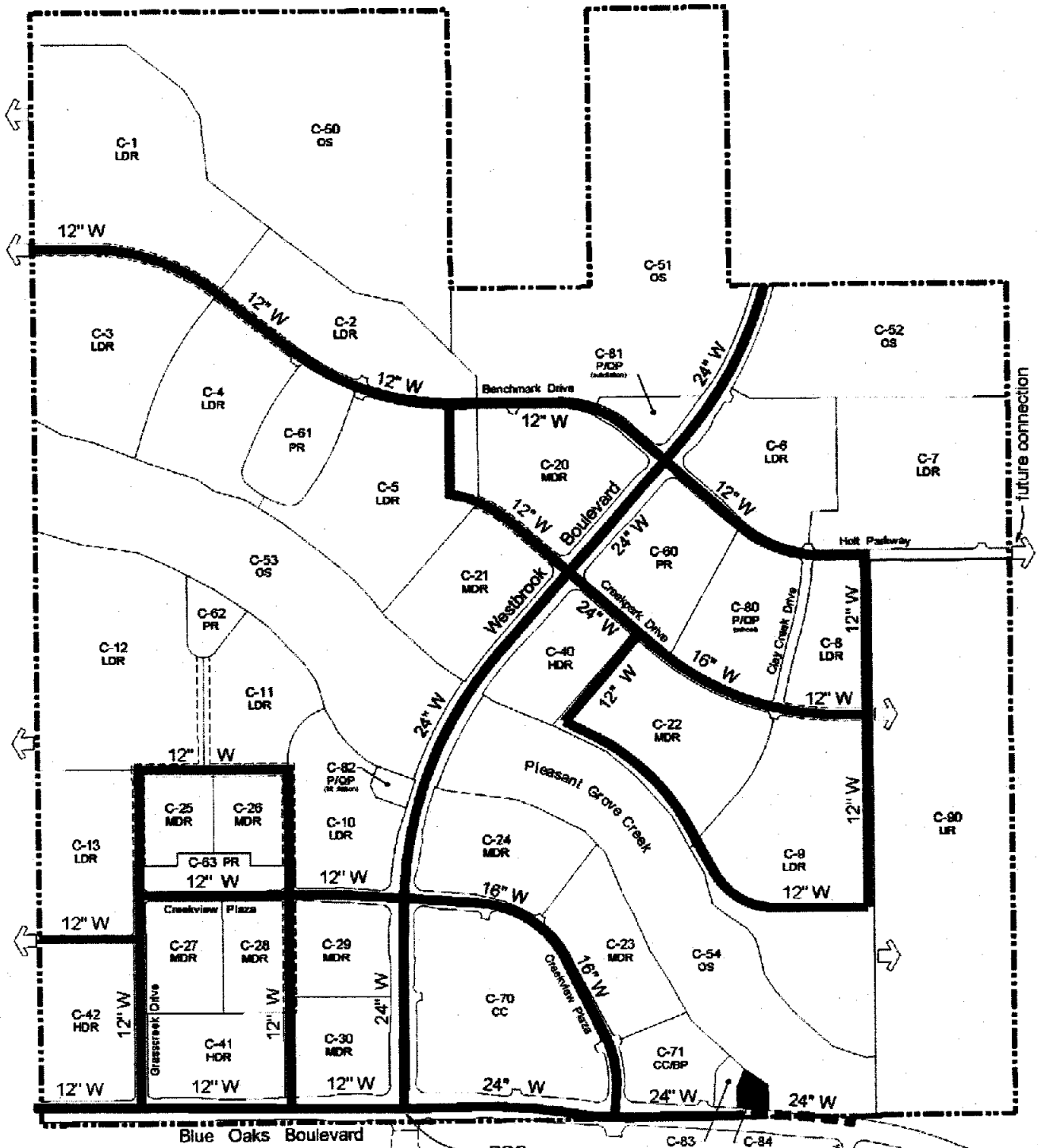
Though the actual water conservation realized will depend in part on the participation of the homeowners or tenants of the affected parcels, it is expected that these measures could be implemented and maintained in the end by employing the following measures:

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





References

1. Mackay & Somps Civil Engineering, Inc. *Creekview Land Use Plan DRAFT*, October 26, 2010.
2. MacKay & Somps Civil Engineering, Inc., email communications, November 2010.
3. University of California Cooperative Extension, Sacramento County Agriculture and Natural Resources, Garden Notes, June 2008.
4. US Bureau of Reclamation, Summary of Smart Controller Water Savings Studies, April 2008.

Exhibit T Water Facilities



LEGEND

-  Water Pipeline (with size)
-  Existing Water Pipeline
-  Groundwater Well Site
-  POC Point of Connection

Notes:
 Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.
 This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.



Exhibit U

Water Facilities for Reimbursement

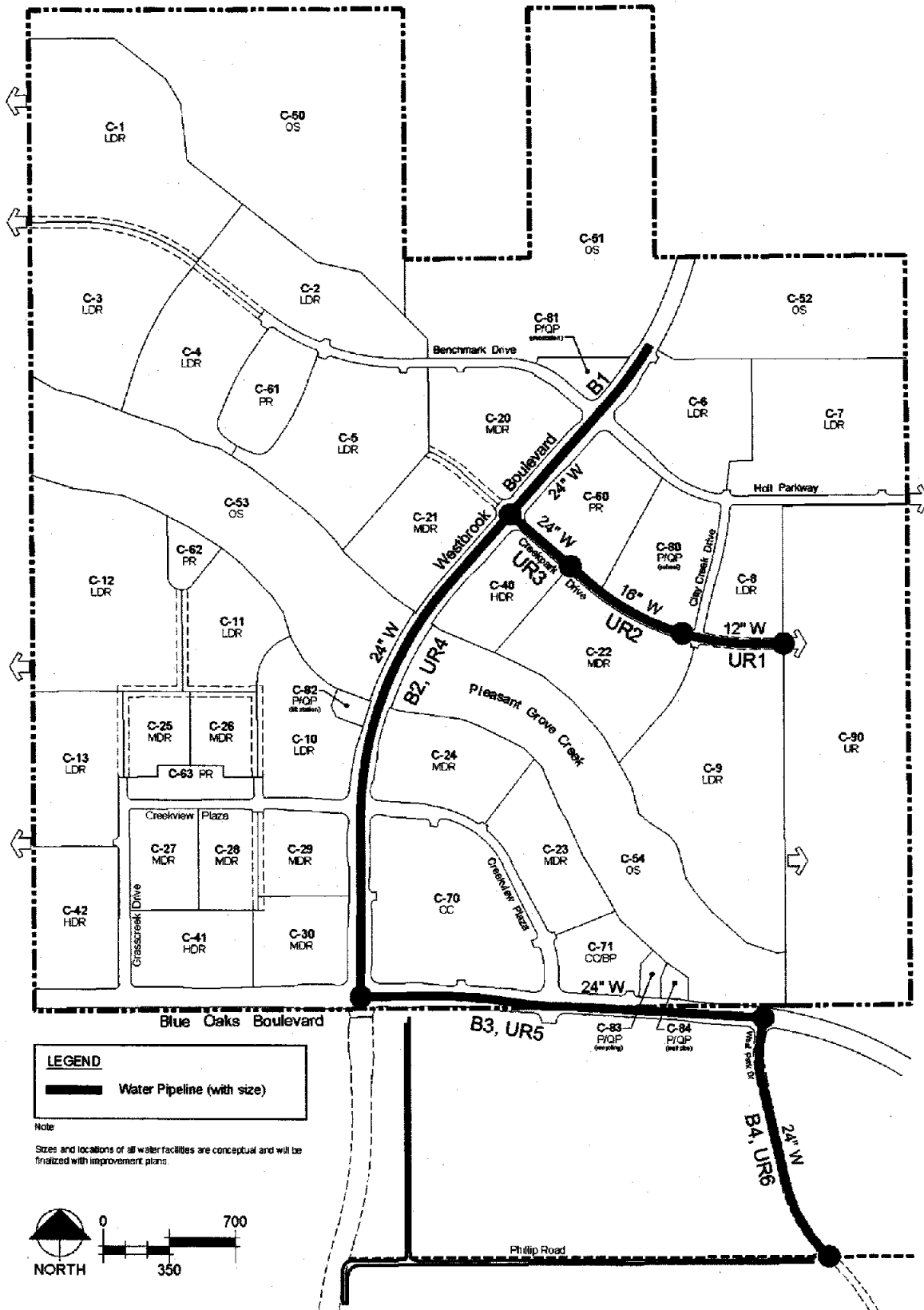


Exhibit V
Water Facilities for Reimbursement Schedule

CVSP - REIMBURSEMENT FOR WATER FACILITIES

EXHIBIT V
SPECIFIC PLAN REIMBURSEMENTS

WATER REIMBURSEMENTS												
NO	WATER LINE SEGMENT	PIPE SIZE (inches)	AVERAGE ANNUAL DAILY DEMAND (gpm) [1]			% REIMBURSEMENT			TOTAL COST BASIS FOR REIMBURSEMENT [2]	REIMBURSEMENT BY PLANNING AREA		
			CVSP	OTHER 3RD PARTIES	URBAN RESERVE	CVSP	OTHER 3RD PARTIES	URBAN RESERVE		CVSP	OTHER 3RD PARTIES	URBAN RESERVE
1	B1	24	671.0	939.9	0	41.7	58.3	0.0	\$ 318,240	\$ 132,706	\$ 185,534	\$ -
2	UR1	12	671.0	0	72.1	90.3	0.0	9.7	\$ 64,512	\$ 58,254	\$ -	\$ 6,258
3	UR2	16	671.0	0	72.1	90.3	0.0	9.7	\$ 140,760	\$ 127,106	\$ -	\$ 13,654
4	UR3	24	671.0	0	72.1	90.3	0.0	9.7	\$ 110,880	\$ 100,125	\$ -	\$ 10,755
5	B2, UR4	24	671.0	939.9	72.1	39.9	55.8	4.3	\$ 815,040	\$ 325,201	\$ 454,792	\$ 35,047
6 [3]	B3, UR5	24	1352.00	72.6	164.0	85.1	4.6	10.3	\$ 630,000	\$ 536,256	\$ 28,791	\$ 64,953
7 [3]	B4, UR6	24	0.00	348.48	0	0	100	0	\$ 389,000	\$ -	\$ 389,000	\$ -

Note:

- [1] Data Source: Table 2-2 of the CVSP Master Water Study Final Report (November 30, 2010).
- [2] All costs are based on the engineering cost estimates and include 20% contingency and 20% soft cost. Cost estimates are based on West Roseville Specific Plan Development Agreement, 2004. Cost estimates for unconstructed improvements are subject to annual adjustment for CCI.
- [3] Cost and reimbursements shall be based on the West Roseville Specific Plan Development Agreements and Blue Oaks Boulevard Pipeline - Water Cost Sharing Tech Memo, HydroScience, May 9, 2011, Scenario 1. The estimates above are based on Scenario 1 of the Tech Memo. The relevant scenario for reimbursement may differ at the time of reimbursement depending on the parties obligated to reimburse.
- [4] Reference DA Section 3.8.3

Technical Memorandum



To: Jeff Jones and David Ragland

From: Kyle Horn

Reviewed by: Curtis Lam

Subject: Blue Oaks Boulevard Pipeline – Potable Water Cost Sharing - FINAL

Date: May 9, 2011

Introduction

Westpark Associates and Granite Bay Development Company retained HydroScience Engineers (HSe), to perform an analysis, which utilized the City of Roseville's (City) potable water hydraulic model. The focus of the analysis was to quantify the potable water usage by several development areas as it pertains to three pipelines; the 24-inch mainline located in Blue Oaks Boulevard between Westpark Drive and Westside Drive, the 24-inch mainline located in Blue Oaks Boulevard from the Fiddymont West property line to Westpark Drive, and the 24-inch Mainline located in Westpark Drive from the northern takeoff until it terminates at Blue Oaks Boulevard. For planning purposes, an additional analysis was performed to quantify how the water usage could change with future Urban Growth Area's (UGA).

Hydraulic Modeling

To complete the hydraulic modeling and subsequent analyses, HSe used the most recent version of the hydraulic model provided by the City. The model is dated March 29, 2011. The modeling was conducted using the MDD+BB+SVSP scenario, which represents the City at buildout conditions with maximum day flows and Sierra Vista Specific Plan (SVSP) demands. This model scenario represents the most complete max day buildout scenario established within the model. The following alterations were made to the model for the analysis:

- Creekview Specific Plan (CSP), Brookfield, and Panhandle (UGA's) were activated;
- The demands for all plan areas and UGA's were updated to reflect the demands listed in **Table 1**.
- Distribution of all non-point demands within the model are assumed to be correct and reflect the most recent land use plan for each project. Where distributed demands were adjusted, all demands within the project were adjusted by the same percentage such that the overall project demand reflects those listed in **Table 1**.
- The point demand of 1,085.07 gpm was removed from node W-17 at the intersection of Westside Dr and Blue Oaks Blvd. This demand was a point demand that had been included in the model to represent the CSP. Because the model was updated to reflect the planned CSP infrastructure, this point demand was no longer warranted.

Table 1: Potable Water Maximum Day Demands for City of Roseville Projects

Specific Plan Area	Operational Demand ⁽¹⁾ (gpm)	Data Source
Brookfield	1,879.80	CSP Master Water Study - Nov. 30, 2010
CSP ⁽²⁾	1,516.00	CSP Master Water Study - Nov. 30, 2010
Panhandle ⁽³⁾	868.00	CSP Master Water Study - Jan 2008
SVSP	5,271.85	SVSP PW Master Plan - Addendum 1 - July 2009
Westbrook ⁽⁴⁾	1,552.40	SVSP PW Master Plan - Addendum 1 - July 2009
WRSP	8,743.00	Master Water Study for WRSP - May 2003

Notes:

1. No water conservation measures were factored into the analysis.
2. Includes water demands from the CSP Urban Reserve.
3. Included as a point demand at node W-19.
4. Includes water demands for the Chan Urban Reserve.

Two separate analyses were conducted using the potable water model.

- Scenario 1 analyzed only the current City approved planning areas including the CSP (including the CSP Urban Reserve), Westbrook (the SVSP Urban Reserve), WRSP, and SVSP.
- Scenario 2 analyzed potential future UGA's Brookfield and Panhandle simultaneously with the plan areas analyzed in Scenario 1.

It is noted that the Urban Reserve demands in the CSP and the SVSP as well as the future UGA demands will, in all likelihood, change as their respective planning documents become finalized and are submitted to the city. It is expected that this analysis will be revisited at that time.

Methods and Assumptions

Because the analysis treats plan areas and UGA's identically they will both be referred to as projects.

To determine the water usage attributed to each project from the specified pipelines, the amount of water originating in the specified pipelines that terminated within each project was calculated and then presented as a percentage of the total water conveyed by the pipe. Due to the looping structure and skeletonized nature of the hydraulic model in the areas under consideration, a number of assumptions were made. These assumptions include:

- All remaining demands within the model not associated with a project listed in **Table 1** are assumed to be correct and reflect actual field conditions and/or the area's most recent planning documents.
- At locations where water from other pipelines combines with water originating in an analyzed pipeline, a percentage of the total water in the subsequent pipeline attributable to

the analyzed pipeline is calculated.

As an example, pipeline A has a flow of 50 gpm that combines with pipeline B which has a flow of 150 gpm to give pipeline C a flow of 200 gpm. Then:

$$\left(\frac{\text{pipeline A } 50 \text{ gpm}}{\text{pipeline C } 200 \text{ gpm}} \right) = 25\%$$

- It is further assumed that water in this combined pipeline is consumed at the same percentage as was previously calculated.

As an example, pipeline C delivers water to a node with a demand of 40gpm. Then:

$$(\text{pipeline C } 200 \text{ gpm} - \text{Node } 40 \text{ gpm}) = 160 \text{ gpm}$$

And

$$(\text{Node } 40 \text{ gpm} * 25\%) = 10 \text{ gpm from pipeline A}$$

Because the same analysis and methodology was performed on all three pipelines and the Westpark Drive and Blue Oaks Blvd east pipelines combine to supply the Blue Oaks Blvd West pipeline, results presented below are for the Blue Oaks Boulevard west pipeline only.

Complete summary tables for all three pipelines are provided at the end of the document.

Results

Scenario 1:

The total flow through each of the pipelines for Scenario 1 as it relates to specific junctions is detailed in Table 2. See Figure 1 for junction and pipeline locations.

Table 2: Scenario 1 Pipeline Flows

Pipeline	Description	Reference Junction IDs	In-Flow (gpm) ²	Demand (gpm) ³	Out-Flow ⁶ (gpm)
Westside Dr ¹	Well connection to Blue Oaks Blvd	W-16 - W-17	-45.78	169.06	N/A ⁴
Blue Oaks west	Westpark Dr to Westside Dr	F-9 – W-21 – W-17	1,588.62	26.82	1,561.80
Blue Oaks east	Fiddymment West to Westpark Dr	N/A – F-9	1,937.10	-	1,937.10
Westpark Dr	North Take-off to Blue Oaks Blvd	F99-024 – F99-025 F99-026BO – F-9	-348.48	0	-348.48
CSP	Creekview Specific Plan supply	W-17 – CV-06	1,516.00	1,516.00 ⁵	-

Notes:

- In Scenario 1, the water flowing through this section of pipe in Westside Dr flows in reverse. The Blue Oaks Boulevard pipeline supplies water south to junction W-16. See Figure 1.
- In-Flow represents all flow entering the initial junction located on this stretch of pipe.
- Demand column represents total demand for all junctions located on the specified section of pipe.
- All 45.78 gpm supplied from the north is consumed at node W-16, therefore there is no outflow.
- Demand is used throughout the CSP.
- Out-flow is defined as the amount of water leaving the junction at the end of the pipeline listed in the first column.

In this scenario, 100% of the 1,516 gpm of potable water supplied to the CSP originates in the Blue Oaks Boulevard west pipeline. 26.82 gpm is consumed within junction F-9 and W-21 along Blue Oaks Boulevard west, and 45.78 gpm is consumed at junction W-16 in Westside Dr. Therefore:

$$\frac{\text{Creekview}_{1,516.00 \text{ gpm}}}{\text{BlueOaksBlvdWest}_{1,588.62 \text{ gpm}}} = 95.43\% \text{ of total flow through Blue Oaks Boulevard west}$$

And

$$\frac{\text{WRSP}_{\text{Demand}}_{(26.82 + 45.78) \text{ gpm}}}{\text{BlueOaksBlvdWest}_{1,588.62 \text{ gpm}}} = 4.57\% \text{ of total flow through Blue Oaks Boulevard west.}$$

Table 4 provides a summary of the results of Scenario 1 analyses for water usage of the 24-inch Blue Oaks Boulevard west water line.

Scenario 2:

The total flow through each of the pipelines for Scenario 2 as it relates to specific junctions is detailed below in Table 3. See Figure 2 for junction and pipeline locations.

Table 3: Scenario 2 Pipeline Flows

Pipeline	Description	Reference Junction IDs	In-Flow ¹ (gpm)	Demand ² (gpm)	Out-Flow ⁴ (gpm)
Westside Dr	Well connection to Blue Oaks Blvd	W-16 - W-17	1,420.41	169.06	1,251.35
Blue Oaks west	Westpark Dr to Westside Dr	F-9 – W-21 – W-17	3,039.29	26.82	3,012.47
Blue Oaks east	Fiddymont West to Westpark Dr	N/A – F-9	2,859.79	-	2,859.79
Westpark Dr	North Take-off to Blue Oaks Blvd	F99-024 – F99-025 F99-026BO – F-9	179.50	0	179.50
All projects	CSP, Brookfield, and Panhandle	W-17 - Multiple	4,263.82	4,263.82 ³	-

Notes:

1. In-flow represents all flow entering the initial junction located on this stretch of pipe.
2. Demand column represents total demand for all junctions located on the specified section of pipe.
3. Demand is consumed through multiple pipelines and junctions within the CSP, Brookfield, and Panhandle.
4. Out-flow is defined as the amount of water leaving the junction at the end of the pipeline listed in the first column.

In Scenario 2, 3,012.47 gpm of water from the Blue Oaks Boulevard west pipeline combines with 1,251.35 gpm of water from Westside Drive to serve the CSP, Brookfield, and Panhandle projects. This is graphically shown on Figure 2.

$$\left(\frac{\text{BlueOaksBlvdWest}_{3,012.47 \text{ gpm}}}{(\text{BlueOaksBlvdWest}_{3,012.47} + \text{WestsideDr}_{1,251.35 \text{ gpm}})} \right) = 70.65\%$$

Then

*All _ projects _ 4,263.82gpm * 70.65% = 3,012.47gpm from Blue Oaks Boulevard west*

And

$$\frac{3,012.47 \text{ gpm}}{\text{BlueOaksBlvdWest } 3,039.29 \text{ gpm}} = 99.12\% \text{ of total flow through Blue Oaks Boulevard west}$$

As shown in the above calculations, 99.12% of the water conveyed through the Blue Oaks Boulevard west pipeline is used within the CSP, Brookfield, and Panhandle projects. **Table 4** provides a summary of the results of the Scenario 1 and 2 analyses for water usage for the 24-inch Blue Oaks Boulevard west water line.

Additionally, the same analyses were run for:

- 1) The 24-inch pipeline in Westpark Drive between junction F99-024 and Blue Oaks Boulevard
See **Figures 1 and 2**.
- 2) The 24-inch pipeline in Blue Oaks Boulevard east from the Fiddyment West Property Line to Westpark Dr.

The results for these analyses are contained in **Tables 5 and 6**. It was noted that the flows shown in **Table 4** is cumulative of the total flows contained in **Tables 5 and 6** for both Scenarios 1 and 2, with the exception of the WRSP flows, as detailed in the table notes.

It was noted that although demands were included for both the SVSP and Westbrook, no potable water that flows through either the Westpark Drive or Blue Oaks Boulevard pipelines makes its way to the SVSP or Westbrook. Thus, flow allocations for these two UGAs are not included in **Tables 4-6**.

Table 4: Potable Water Demands Flowing Through the Blue Oaks Boulevard Pipeline West for Each Project

Project	Scenario 1			Scenario 2 ⁽³⁾		
	Project Demand ⁽¹⁾	Demand supplied via Blue Oaks Boulevard	Percentage of Blue Oaks Blvd. Supply (%)	Project Demand	Demand supplied via Blue Oaks Blvd.	Percentage of Blue Oaks Blvd. Supply (%)
	(gpm)	(gpm)		(gpm)	(gpm)	
Brookfield	Not included in this scenario			1,879.80	1,328.11	43.70%
CSP ⁽²⁾	1,516.00	1,516.00	95.43%	1,516.00	1,071.08	35.24%
Panhandle	Not included in this scenario			868.00	613.26	20.18%
WRSP	8,743.00	72.60	4.57%	8,743.00	26.82	0.88%
Total	-	1,588.60	100.00%	-	3,039.27	100.00%

Notes:

1. No water conservation measures were factored into the analysis.
2. Includes water demands from the CSP Urban Reserve.
3. Scenario 2 is provided as an estimate of flow shares in the Blue Oaks 24-inch water line should future UGAs develop at the estimated demand levels. Additional analysis will be required if and when UGAs move forward with land use entitlement efforts.

Table 5: Potable Water Demands Flowing Through the Westpark Drive Pipeline for Each Project

Project	Scenario 1			Scenario 2 ⁽³⁾		
	Project Demand ⁽¹⁾	Demand supplied via Westpark Drive	Percentage of Westpark Drive Supply (%)	Project Demand	Demand supplied via Westpark Drive	Percentage of Westpark Drive Supply (%)
	(gpm)	(gpm)		(gpm)	(gpm)	
Brookfield	Not included in this scenario			1,879.80	78.44	43.70%
CSP ⁽²⁾	1,516.00	0	0%	1,516.00	63.26	35.24%
Panhandle	Not included in this scenario			868.00	36.22	20.18%
WRSP	8,743.00	348.48 ⁽⁴⁾	100.00%	8,743.00	1.58	0.88%
Total	-	348.48	100.00%	-	179.5	100.00%

Notes:

1. No water conservation measures were factored into the analysis.
2. Includes water demands from the CSP Urban Reserve.
3. Scenario 2 is provided as an estimate of flow shares in the Blue Oaks 24-inch water line should future UGAs develop at the estimated demand levels. Additional analysis will be required if and when UGAs move forward with land use entitlement efforts.
4. Flows for the WRSP through this pipeline from north to south. For Scenario 2, the direction of flow through the Westpark Drive pipeline is from south to north for all projects.

Table 6: Potable Water Demands Flowing Through the Blue Oaks Boulevard Eastern Pipeline for Each Project

Project	Scenario 1			Scenario 2 ⁽³⁾		
	Project Demand ⁽¹⁾	Demand supplied via Blue Oaks Boulevard	Percentage of Blue Oaks Blvd. Supply (%)	Project Demand	Demand supplied via Blue Oaks Blvd.	Percentage of Blue Oaks Blvd. Supply (%)
	(gpm)	(gpm)		(gpm)	(gpm)	
Brookfield	Not included in this scenario			1,879.80	1,249.67	43.70%
CSP ⁽²⁾	1,516.00	1,516.00	78.26%	1,516.00	1,007.82	35.24%
Panhandle	Not included in this scenario			868.00	577.04	20.18%
WRSP	8,743.00	421.08	21.74%	8,743.00	25.24	0.88%
Total	-	1,937.1	100.00%	-	2,859.77	100.00%

Notes:

1. No water conservation measures were factored into the analysis.
2. Includes water demands from the CSP Urban Reserve.
3. Scenario 2 is provided as an estimate of flow shares in the Blue Oaks 24-inch water line should future UGAs develop at the estimated demand levels. Additional analysis will be required if and when UGAs move forward with land use entitlement efforts.

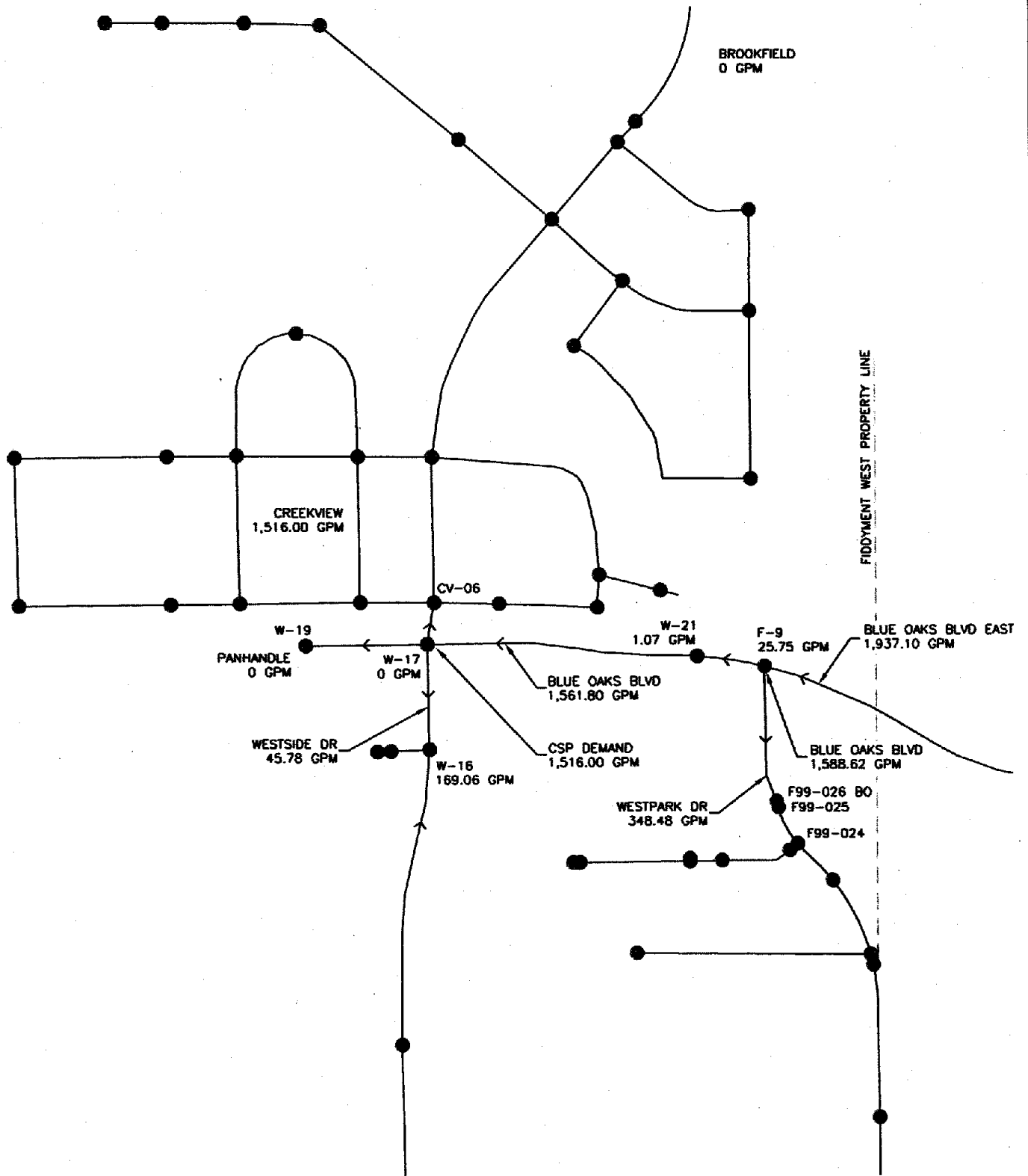


FIGURE 1
WESTPARK ASSOCIATES
BLUE OAKS BOULEVARD PIPELINE - POTABLE WATER COST SHARING
SCENARIO 1

S:\Common\Projects\388_WestPark\Utilities Cost Sharing\cost sharing figure.dwg DATE: 4/22/11

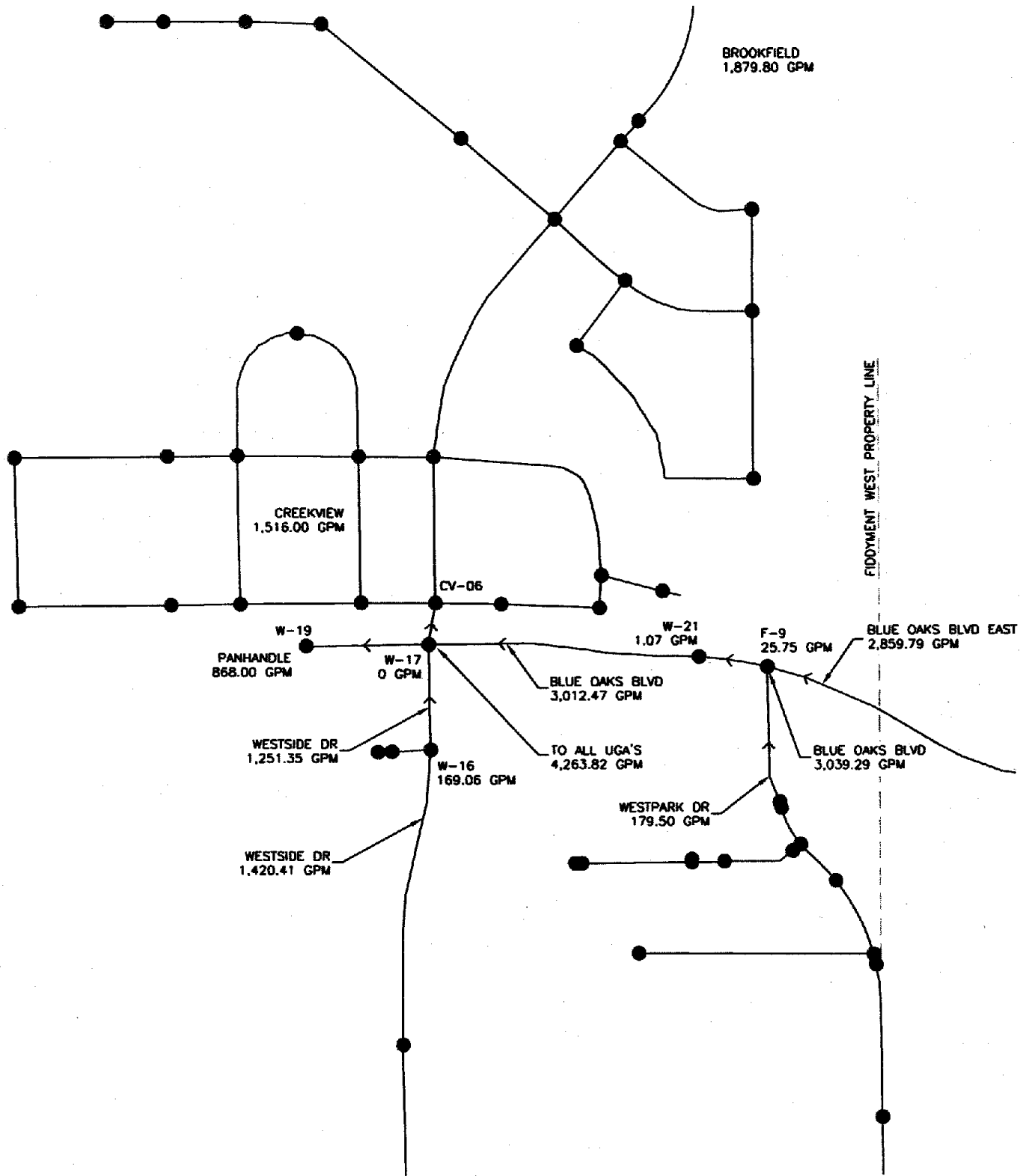
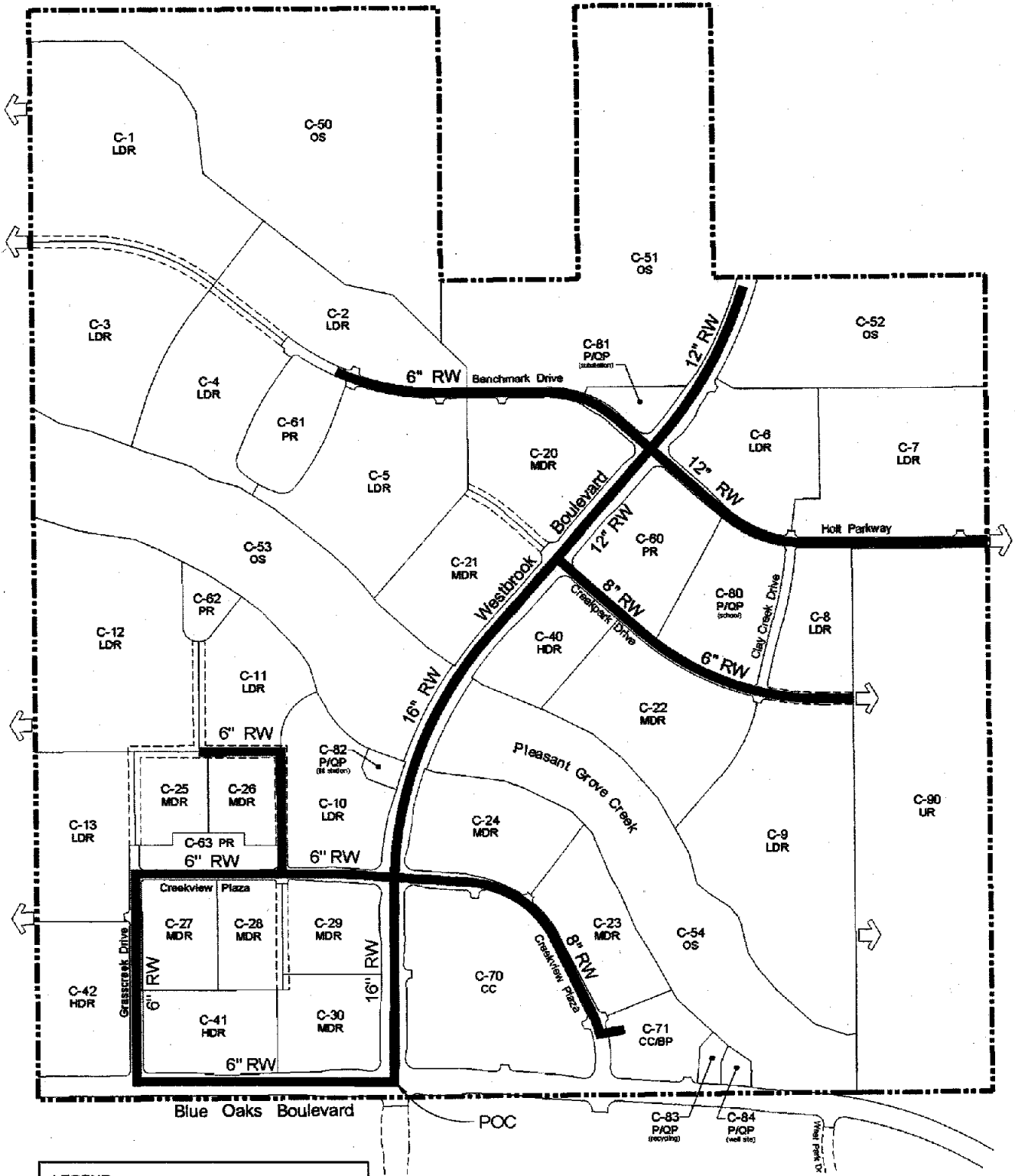


FIGURE 2
WESTPARK ASSOCIATES
BLUE OAKS BOULEVARD PIPELINE - POTABLE WATER COST SHARING
SCENARIO 2

Exhibit W Recycled Water Facilities



LEGEND

- Recycled Water Pipeline (with size)
- POC Point of Connection

Notes

Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.

This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections

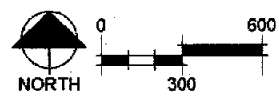
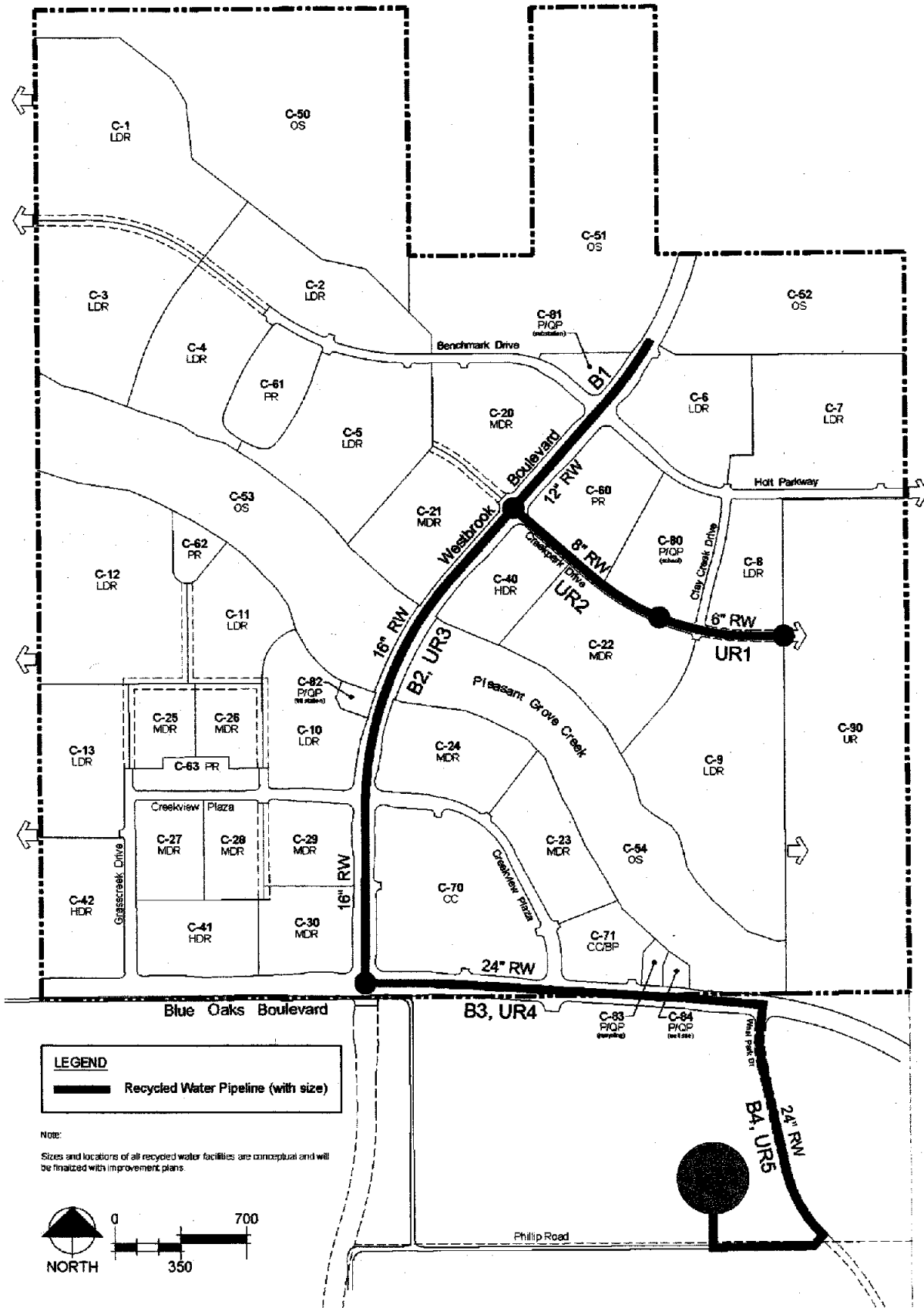


Exhibit X Recycled Water Facilities for Reimbursement



LEGEND
 — Recycled Water Pipeline (with size)

Note:
 Sizes and locations of all recycled water facilities are conceptual and will be finalized with improvement plans.

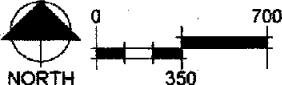


Exhibit Y

Recycled Water Facilities for Reimbursement Schedule

CVSP - REIMBURSEMENT FOR RECYCLED WATER FACILITIES

EXHIBIT Y
SPECIFIC PLAN REIMBURSEMENTS

RECYCLED WATER REIMBURSEMENTS [1]												
NO	RECYCLED WATER LINE SEGMENT	PIPE SIZE (Inches)	PEAK DAY DEMAND (mgd) or REQUIRED STORAGE (MG)			% REIMBURSEMENT			TOTAL COST BASIS FOR REIMBURSEMENT [2]	REIMBURSEMENT BY PLANNING AREA		
			CVSP	OTHER 3RD PARTIES	URBAN RESERVE	CVSP	OTHER 3RD PARTIES	URBAN RESERVE		CVSP	OTHER 3RD PARTIES	URBAN RESERVE
1	B1	12	0.457	0.466	0.000	49.512	50.488	0.000	\$ 121,608	\$ 60,211	\$ 61,397	\$ -
2	UR1	6	0.457	0.000	0.038	92.323	0.000	7.677	\$ 50,976	\$ 47,063	\$ -	\$ 3,913
3	UR2	8	0.457	0.000	0.038	92.323	0.000	7.677	\$ 63,720	\$ 58,828	\$ -	\$ 4,892
4	B2, UR3	16	0.457	0.466	0.038	47.555	48.491	3.954	\$ 477,648	\$ 227,146	\$ 231,616	\$ 18,886
5	B3, UR4	24 [5]	1,260.67	8,874.75	114.33	17.81	80.58	1.610	\$ 510,000	\$ 90,831	\$ 410,958	\$ 8,211
6 [3]	B4, UR5	24 [5]	1,260.67	8,874.75	114.33	17.81	80.58	1.610	\$ 475,000	\$ 84,598	\$ 382,755	\$ 7,648

Note:

- [1] Data Source: Table 2-3 & 3-6 of the CVSP Master Water Study Final Report (November 30, 2010)
- [2] All costs are based on the engineering cost estimates and include 20% contingency and 20% soft cost. Cost estimates are based on West Roseville Specific Plan Development Agreement, 2004. Cost estimates for unconstructed improvements are subject to annual adjustment for CCI.
- [3] Cost and reimbursements shall be based on the West Roseville Specific Plan Development Agreements and Blue Oaks Boulevard Pipeline - Recycled Water Cost Sharing Tech Memo, HydroScience, May 9, 2011, Scenario 3. The estimates above are based on Scenario 3 of the Tech Memo. The relevant scenario may differ at the time of reimbursement depending on parties obligated to reimburse.
- [4] Reference DA Section 3.9.2
- [5] City may request upsizing per CSP DA Section 3.25.C.

Technical Memorandum



To: Jeff Jones and David Ragland

From: Kyle Horn

Reviewed by: Curtis Lam

Subject: Blue Oaks Boulevard Pipeline – Recycled Water Cost Sharing - FINAL

Date: May 9, 2011

Introduction

Westpark Associates and Granite Bay Development Company retained HydroScience Engineers (HSE), to perform an analysis, which utilized the City of Roseville's (City) recycled water hydraulic model. The focus of the analysis was to quantify the recycled water usage by several development areas as it pertained to two pipelines: the 36-inch mainline located in Blue Oaks Boulevard between Westpark Drive and Westside Drive, and the 36-inch mainline located in Westpark Drive between the recycled water tank site to Blue Oaks Boulevard. For planning purposes, two additional analyses were performed to quantify how the recycled water usage would be used by the initial users only, and again to analyze how the usage could change with future Urban Growth Area's (UGA).

Hydraulic Modeling

To complete the hydraulic modeling and subsequent analysis, HSE used the "Complete West Roseville recycled water model" that was developed from the City's Pleasant Grove and Dry Creek combined recycled water model for the Sierra Vista Specific Plan (SVSP) Recycled Water Master Plan. Subsequent to that master plan, the recycled water model was updated to reflect the additional recycled water demands from Westbrook, Creekview Specific Plan (CSP), Regional University, Panhandle, and Brookfield. The demands associated with these developments, along with the SVSP and West Roseville Specific Plan (WRSP) are summarized in Table 1.

Table 1: Recycled Water Peak Hour Demands for City of Roseville UGAs

Specific Plan Area	Operational Demand ⁽¹⁾ (gpm)	Data Source
Brookfield	1,296.00	CSP Recycled Water Study - Nov. 30, 2010
CSP ⁽²⁾	1,375.00	CSP Recycled Water Study - Nov. 30, 2010
Panhandle	1,173.00	CSP Recycled Water Study - Jan 2008
Regional University ⁽³⁾	3,267.08	Draft EIR - Dec 2007
SVSP	3,663.33	SVSP RW Master Plan - Addendum 1 - July 2009
Westbrook	764.95	SVSP RW Master Plan - Addendum 1 - July 2009
WRSP	7,232.00	RW Study for WRSP - May 2003

Notes:

1. No recycled water conservation measures were factored into the analysis.
2. Includes recycled water demands from the CSP Urban Reserve.

3. Regional University is an approved project located within Placer County that will receive recycled water from the 36-inch recycled water line located in Blue Oaks Blvd.

Three separate analyses were conducted using the recycled water model.

- Scenario 1 analyzed only the current City approved planning areas including the CSP (including the Urban Reserve), Westbrook (the SVSP Urban Reserve), WRSP, and SVSP plus an approved Placer County planning area, Regional University, that will utilize these pipelines.
- Scenario 2 analyzed potential future UGA's Brookfield and Panhandle simultaneously with the plan areas analyzed in Scenario 1.
- Scenario 3 analyzed only the initial users including the CSP (including the Urban Reserve), Westbrook (the SVSP Urban Reserve), WRSP, and SVSP.

It is noted that the Urban Reserve demands in the CSP and the SVSP as well as the future UGA demands will, in all likelihood, change as their respective planning documents become finalized and are submitted to the City. It is expected that this analysis will be revisited at that time.

Methods and Assumptions

Because there is no modeled demand on the node connecting the Westpark Drive pipeline to the Blue Oaks Boulevard pipeline, this TM considers these two pipelines to be one. This pipeline will be referred to as the Blue Oaks Boulevard pipeline. Further, all UGA's and plan areas will be referred to as projects.

To determine the recycled water usage attributed to each project from the Blue Oaks Boulevard pipeline, the amount of recycled water originating in the Blue Oaks Boulevard pipeline that terminated within each project was calculated and then presented as a percentage of the total recycled water conveyed by the pipe. Due to the looping structure and skeletonized nature of the hydraulic model in the areas under consideration, a number of assumptions were made. These assumptions include:

- Distribution of all non-point demands within the model are assumed to be correct and reflect the most recent land use plan for each project. Where distributed demands were adjusted, all demands within the project were adjusted by the same percentage such that the overall project demand reflects those listed in **Table 1**.
- At locations where recycled water from other pipelines combine with recycled water originating from the Blue Oaks Boulevard pipeline, a percentage of the total recycled water in the subsequent pipeline attributable to the Blue Oaks Boulevard pipeline is calculated.

As an example, the flow in pipeline A (50 gpm) combines with the flow in pipeline B (150 gpm) to yield the flow in pipeline C (200 gpm). The percentage of flow from pipeline A is calculated as follows:

$$\left(\frac{\text{pipelineA_50gpm}}{\text{pipelineC_200gpm}} \right) = 25\%$$

- Recycled water in this combined pipeline is consumed at the same percentage as was previously calculated.

As an example, pipeline C delivers recycled water to a junction with a demand of 40 gpm. The amount of recycled water consumed from the pipeline A is calculated as follows:

$$\begin{aligned} (\text{pipelineC} _ 200\text{gpm} - \text{Node} _ 40\text{gpm}) &= 160\text{gpm} \\ \text{And} \\ (\text{Node} _ 40\text{gpm} * 25\%) &= 10\text{gpm from pipeline A} \end{aligned}$$

The complete results are presented below.

Results

The recycled water system operates 24 hours a day, but irrigation demands were modeled to deliver peak day demands between the hours of 9:00 pm and 6:00 am. The recycled water tanks were assumed to fill between 6:00 am and 9:00 pm. Based on this method of conveyance, the flow through the Blue Oaks Boulevard pipeline varies with the time of day. During peak hour Scenario 1, 10,249.75 gpm flows to the various projects, and during off-peak hours the flow through the pipeline is negligible.

All projects and their demands for Scenario 1 are shown in **Figure 1** for reference. All projects and their demands for Scenario 2 are shown in **Figure 2**. The Brookfield, CSP, Regional University, Panhandle, and Westbrook projects receive 100% of their recycled water via the Blue Oaks Boulevard pipeline. As an example, the percentage of recycled water from the Blue Oaks Boulevard pipeline used in CSP for Scenario 1 is calculated as follows:

$$\left(\frac{\text{Creekview} _ 1,375.00\text{gpm}}{\text{BlueOaksBlvd} _ 10,249.75\text{gpm}} \right) = 13.41\% \text{ of the total recycled water from Blue Oaks Blvd.}$$

As shown in the above calculations, 13.41% of the recycled water conveyed through the Blue Oaks Blvd. pipeline is used within CSP for Scenario 1.

The WRSP Project has two junctions (RW-E99-034 and 124_J, located at the corner of Pleasant Grove Boulevard and Market Street, and further down Market Street, as shown **Figure 1**) that receive some recycled water from the Blue Oaks Boulevard recycled water pipeline, and some recycled water from other recycled water pipelines to the east. In this case, the amount of recycled water originating in the Blue Oaks Boulevard pipeline was calculated. For the Pleasant Grove Boulevard pipeline from the west (originating in the Blue Oaks Blvd pipeline), 1,153.18 gpm from the Blue Oaks Boulevard pipeline combines with 33.69 gpm from Pleasant Grove Boulevard pipeline from the east. The Blue Oaks Boulevard portion of the demand for RW-E99-034 and 124 J are calculated as follows:

$$\left(\frac{\text{PleasantGroveWest} _ 1,153.18\text{gpm}}{(\text{PleasantGroveWest} _ 1,153.18\text{gpm} + \text{PleasantGroveEast} _ 33.69\text{gpm})} \right) = 97.16\%$$

$$(\text{RW} - \text{E99} - 034 _ \text{Demand}) _ 409.25\text{gpm} * 97.16\% = 397.63\text{gpm from Blue Oaks pipeline}$$

$$(124_J_Demand)_130.56gpm * 97.16\% = 126.85gpm \text{ from Blue Oaks pipeline}$$

The total demand for the WRSP project that receives 100% of water from the Blue Oaks Boulevard pipeline was calculated by adding the demands of each WRSP junction along Blue Oaks Boulevard, Westside Dr, and portions of Pleasant Grove Boulevard. These demands total 1,411.19 gpm and are shown on Figures 1-3. It should be noted that the demands for junction 168 and 16.81 gpm of junction 123_J represent demands for the Westbrook project and were not included in the WRSP demand calculation. Then the partial demands calculated for RW-E99-034 and 124_J were added.

$$WRSPDemand_1,411.19gpm + RW - E99 - 034_397.63gpm + 124_J_126.85gpm = 1,935.68gpm$$

total from Blue Oaks pipeline

Thus the total percentage of recycled water used in the WRSP project originating in the Blue Oaks Boulevard pipeline is calculated as follows:

$$\left(\frac{WRSP_1,935.68gpm}{BlueOaksBlvd_10,249.75gpm} \right) = 18.89\% \text{ of the total recycled water from Blue Oaks Blvd.}$$

Because the SVSP is the final and furthest project to use recycled water from the Blue Oaks Boulevard pipeline, the remainder of the recycled water conveyed through the Blue Oaks Boulevard pipeline can then be attributed to SVSP.

$$\begin{array}{r} \text{RegionalUniversity_}3,267.08gpm \\ \text{Creekview_}1,375.00gpm \\ \text{WRSP_}1,935.68gpm \\ + \text{Westbrook_}764.95gpm \\ \hline 7,342.71gpm \\ \text{And} \end{array}$$

$$BlueOaksBlvd_10,249.75gpm - 7,342.71gpm = 2,907.04gpm$$

Finally, the total percentage of recycled water used in the SVSP project originating in the Blue Oaks Boulevard pipeline is calculated as follows:

$$\left(\frac{SVSP_2,907.04gpm}{BlueOaksBlvd_10,249.75gpm} \right) = 28.36\% \text{ of the total recycled water from Blue Oaks Blvd.}$$

Table 2 summarizes the results from above.

Table 2: Recycled Water Demands Flowing Through the Blue Oaks Boulevard Pipeline for Each Project

Project	Scenario 1			Scenario 2 ⁽⁴⁾			Scenario 3		
	Project Demand ⁽¹⁾	Project Demand	Demand supplied via Blue Oaks Blvd.	Project Demand	Demand supplied via Blue Oaks Blvd.	Percentage of Blue Oaks Blvd. Supply (%)	Project Demand	Demand supplied via Blue Oaks Blvd.	Percentage of Blue Oaks Blvd. Supply (%)
	(gpm)	(gpm)	(gpm)	(gpm)	(gpm)		(gpm)	(gpm)	
Brookfield	Not included in this scenario			1,296.00	1,296.00	10.26%	Not included in this scenario		
CSP ⁽²⁾	1,375.00	1,375.00	13.41%	1,375.00	1,375.00	10.89%	1,375.00	1,375.00	19.42%
Panhandle	Not included in this scenario			1,173.00	1,173.00	9.29%	Not included in this scenario		
Regional University ⁽³⁾	3,267.08	3,267.08	31.87%	3,267.08	3,267.08	25.87%	Not included in this scenario		
SVSP	3,663.33	2,907.04	28.36%	3,663.33	2,855.52	22.61%	3,663.33	2,976.19	42.04%
Westbrook	764.95	764.95	7.46%	764.95	764.95	6.06%	764.95	764.95	10.80%
WRSP	7,232.00	1,935.68	18.89%	7,232.00	1,899.67	15.04%	7,232.00	1,964.06	27.74%
Total	-	10,249.75	100.00%	-	12,631.22	100.00%	-	7,080.20	100.00%

Notes:

1. No recycled water conservation measures were factored into the analysis.
2. Includes recycled water demands from the CSP Urban Reserve.
3. Regional University is an approved project located within Placer County that will receive recycled water from the 36-inch recycled water line located in Blue Oaks Blvd.
4. Scenario 2 is provided as an estimate of flow shares in the recycled water line should future UGAs develop at the estimated demand levels. Additional analysis will be required if and when UGAs move forward with land use entitlement efforts.

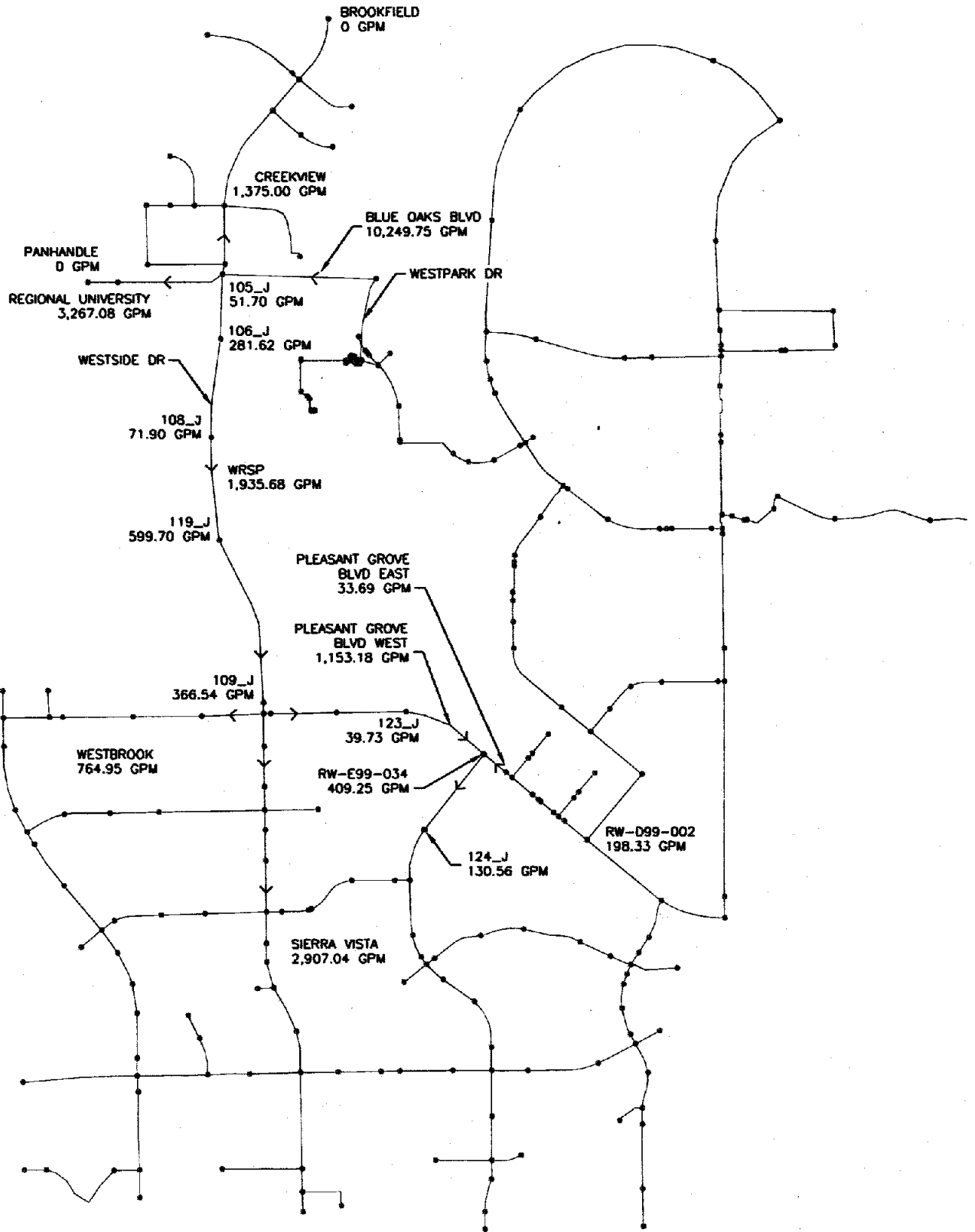


FIGURE 1
WESTPARK ASSOCIATES
BLUE OAKS BOULEVARD PIPELINE - RECYCLED WATER COST SHARING
SCENARIO 1

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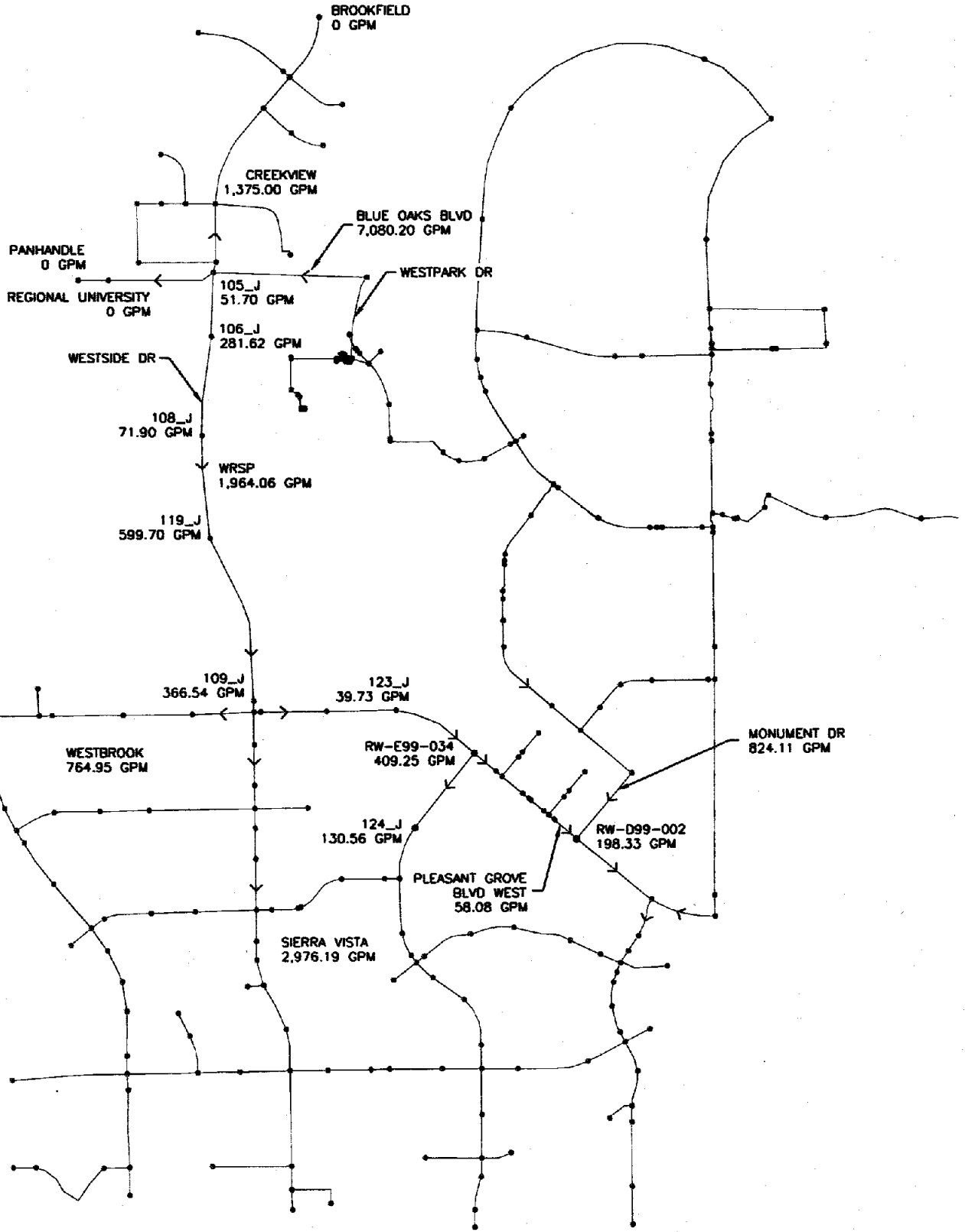
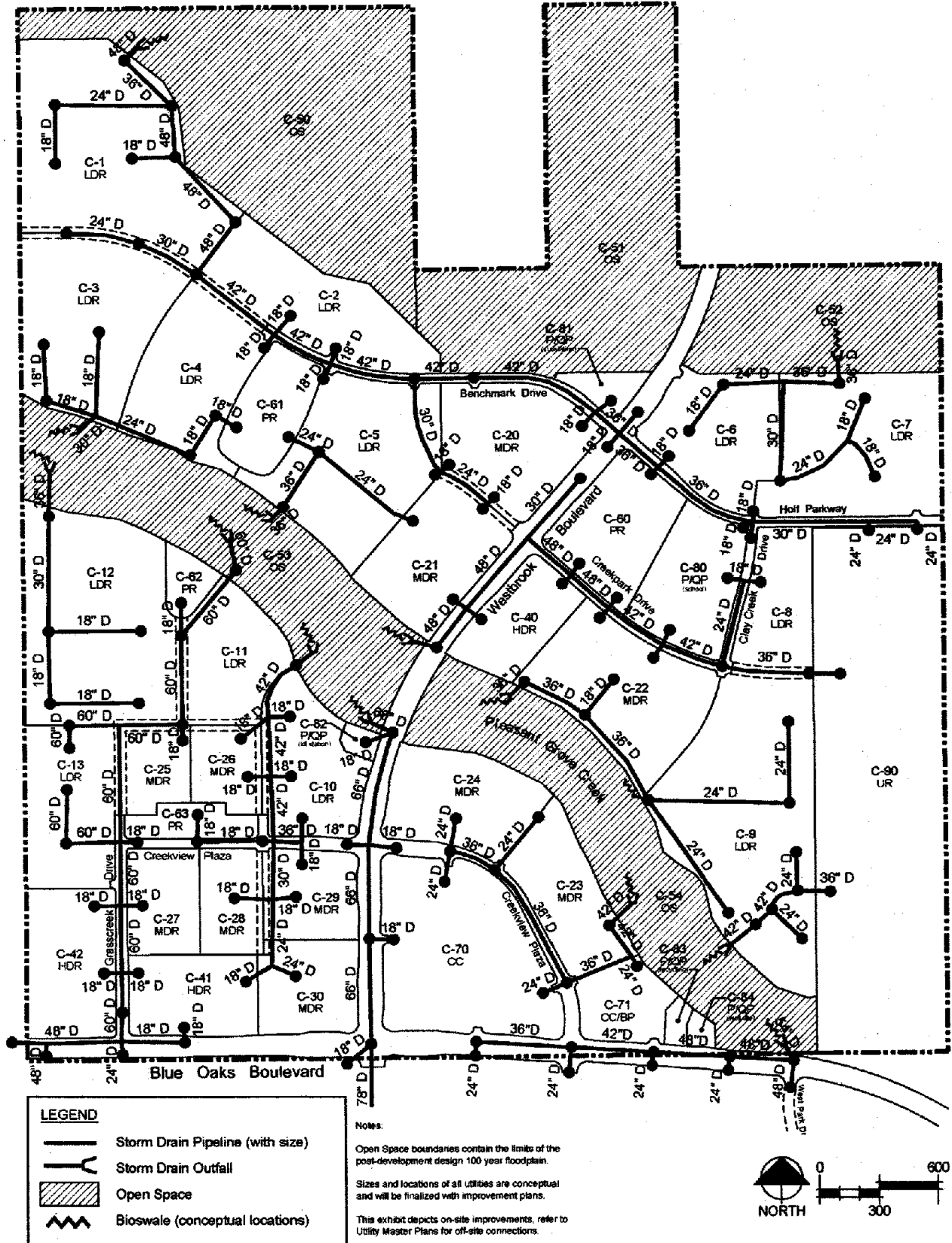


FIGURE 3
WESTPARK ASSOCIATES
BLUE OAKS BOULEVARD PIPELINE - RECYCLED WATER COST SHARING
SCENARIO 3

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Exhibit Z Drainage Facilities



LEGEND

- Storm Drain Pipeline (with size)
- Storm Drain Outfall
- Open Space
- Bioswale (conceptual locations)

Notes:

Open Space boundaries contain the limits of the post-development design 100 year floodplain.

Sizes and locations of all utilities are conceptual and will be finalized with improvement plans.

This exhibit depicts on-site improvements, refer to Utility Master Plans for off-site connections.

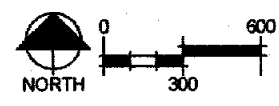
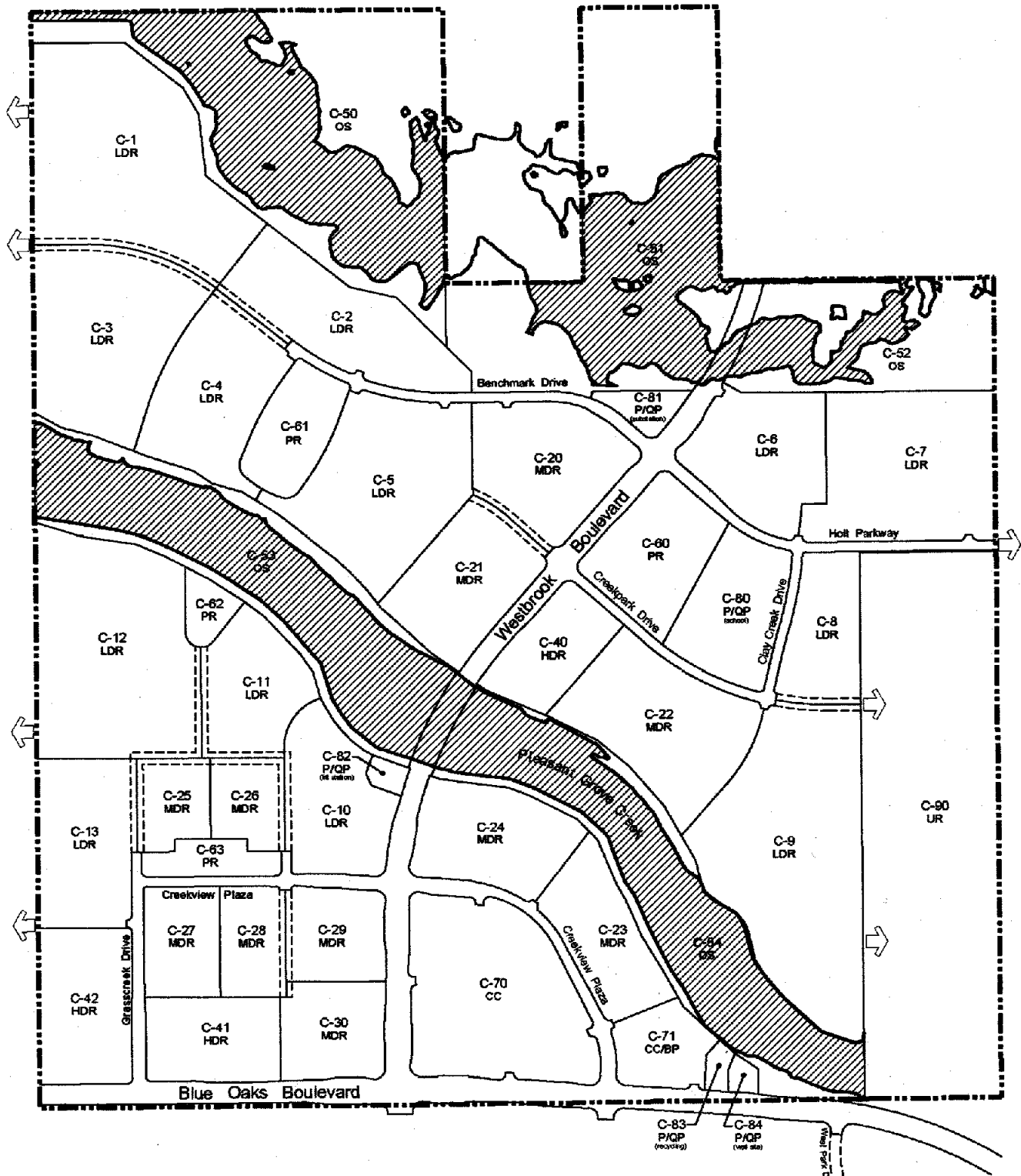



Exhibit AA

Post Development 100 Year Floodplain



LEGEND

 Post Development 100 Year Floodplain

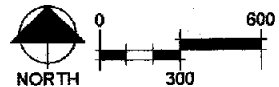


Exhibit BB Pleasant Grove Creek Bypass Channel Improvements

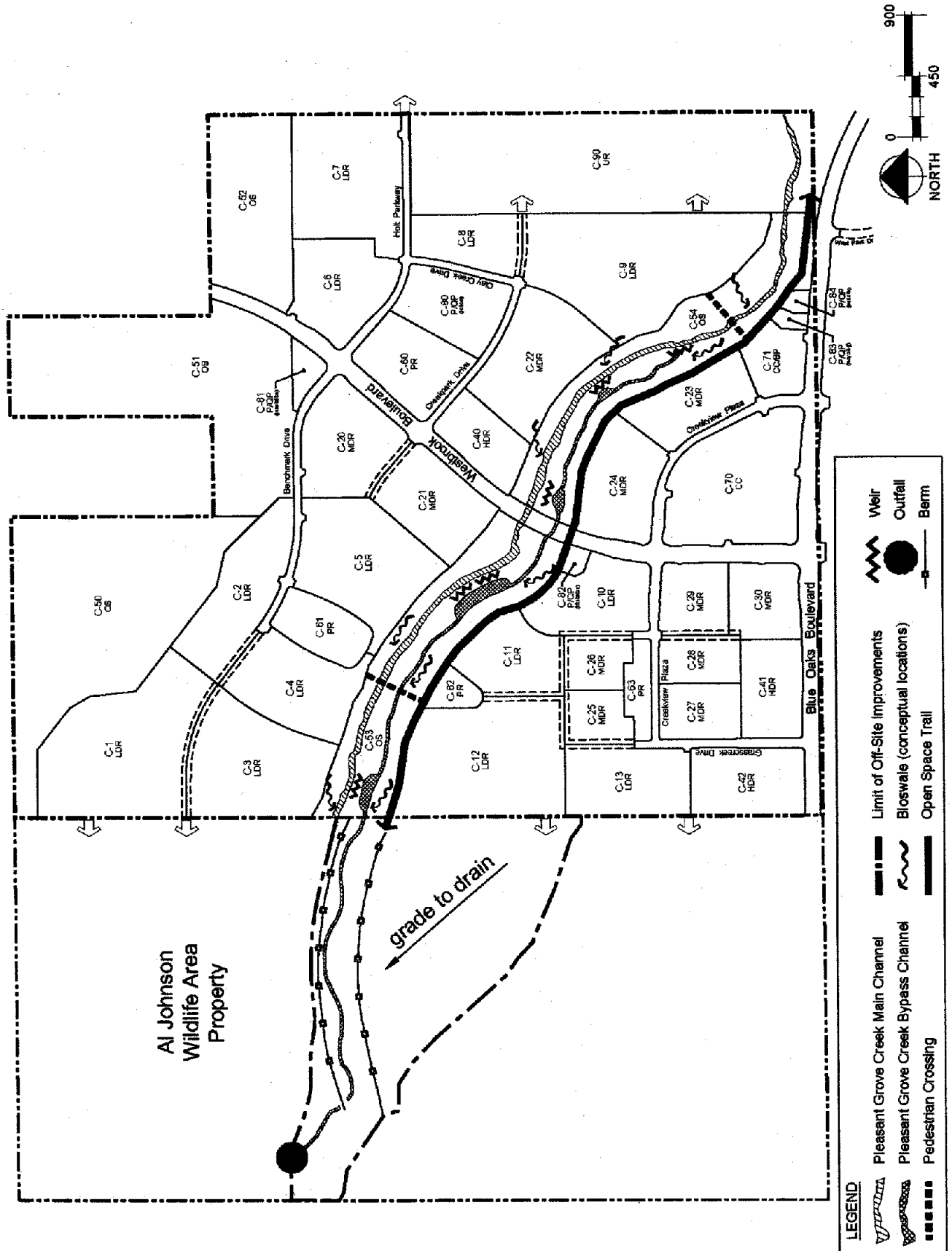
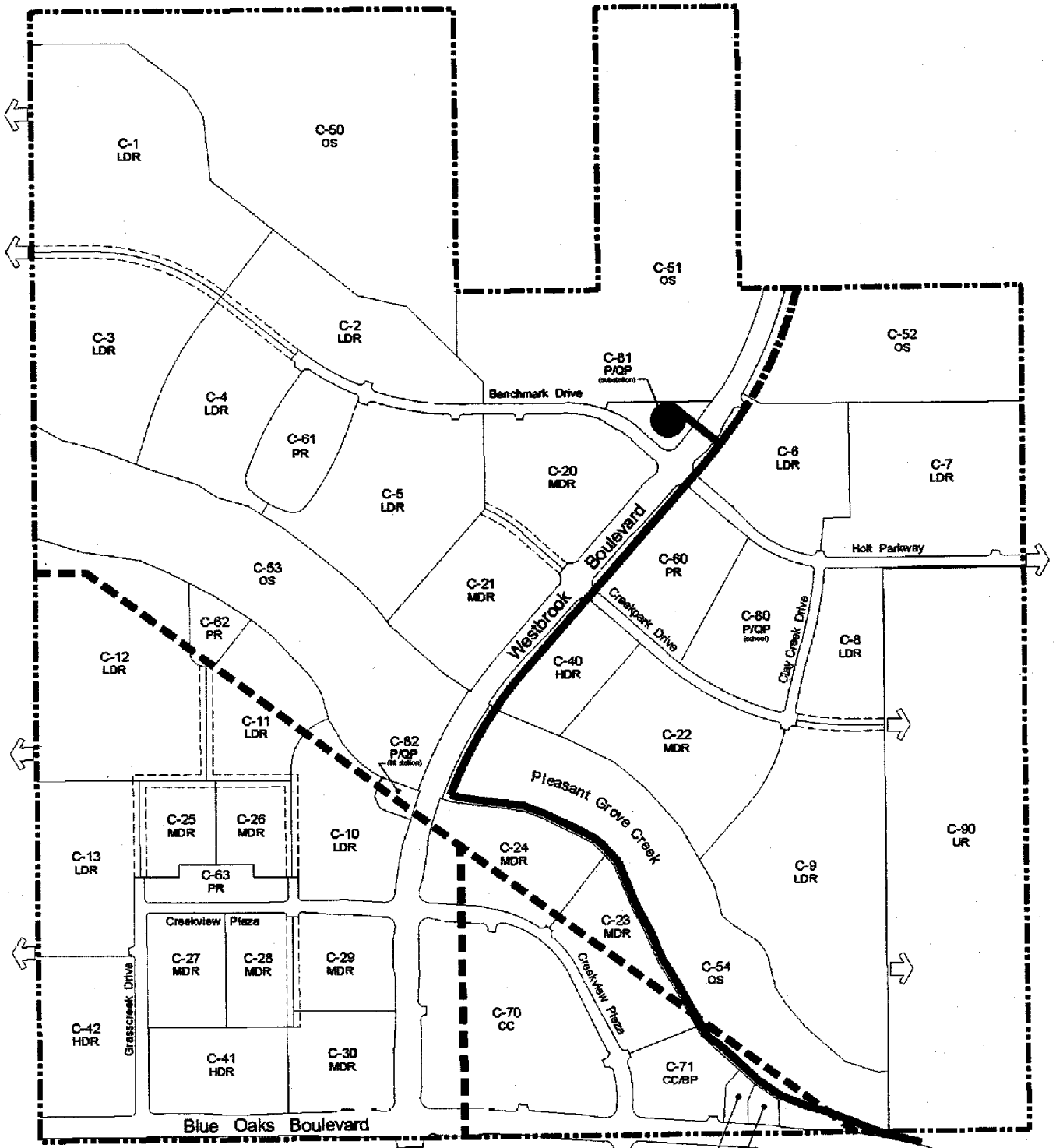






Exhibit CC

Electric Facilities



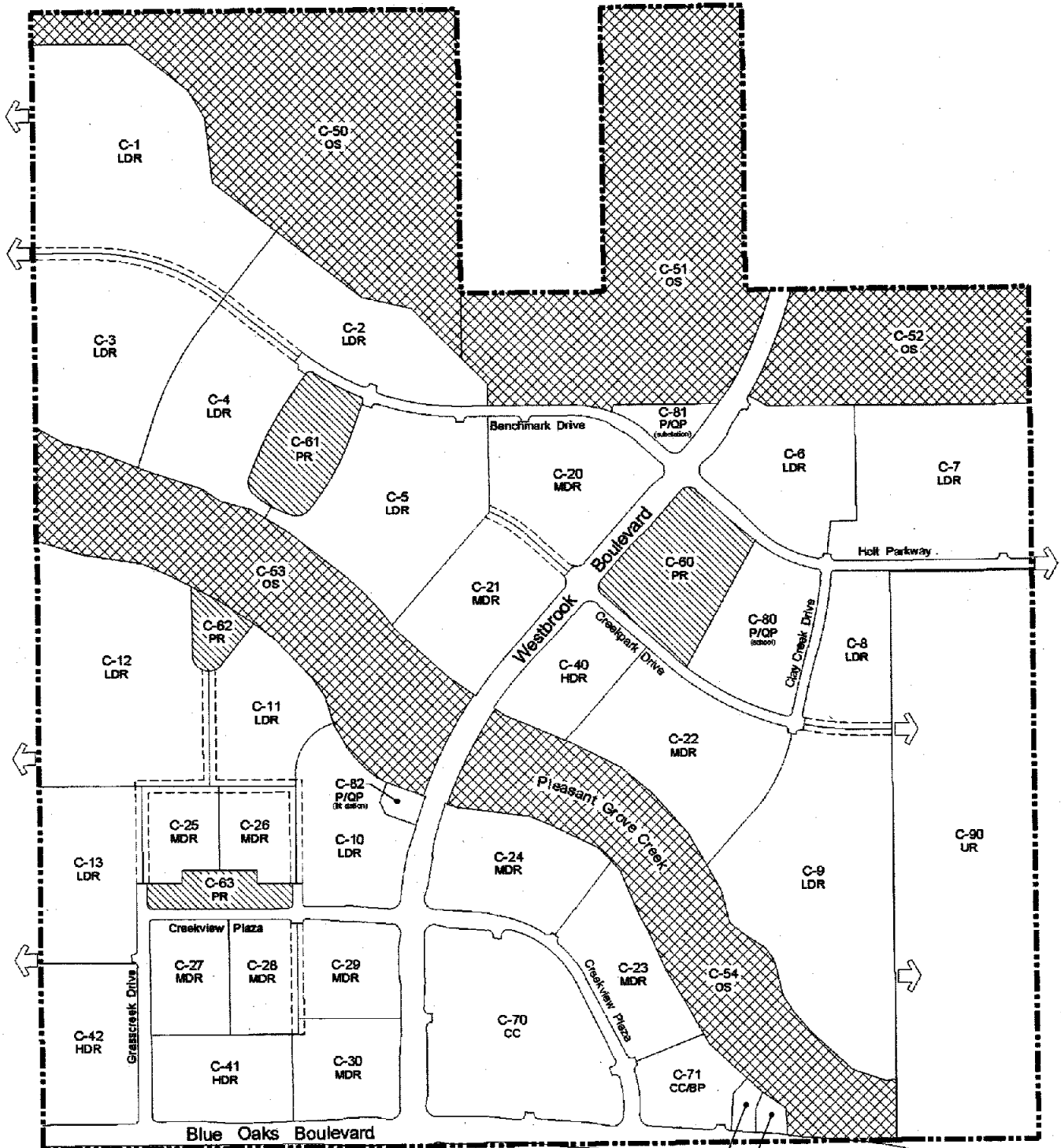
LEGEND

-  Proposed 60 kV Electrical Line
-  Easements for Future 60 kV Electrical Line
-  Existing 12 kV PG&E Electrical Line (to be converted)
-  Electric Substation



C-83 P/QP (proposing)
C-84 P/QP (red site)

Exhibit DD Parks and Open Space



LEGEND

- Parks
- Open Space



Exhibit EE
Parks and Bike Trails Financing Plan

Chapter 9: Parks and Recreation

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

The parks program developed for Creekview includes 151.9 acres of parkland. The project meets the neighborhood park and open space dedication requirement with at least 15.3 acres of each, but does not provide a citywide park. The project will pay a fee (Citywide Park and Bike Trail fee) that is comprised of an in-lieu component and construction funding for both Citywide park facilities and bike trails. Through the Citywide Park and Bike Trail Fee, Creekview will contribute its fair share to the creation of other planned facilities in the City. **Table 9-1** shows the required park acreage under the City's current Master Plan and project population assumptions. The developer is responsible for the budgeted park costs and the City will be responsible for the construction of all the parks.

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

Neighborhood Park Improvements

Facility Costs

Table 9-2 shows the total estimated neighborhood park facility costs. The parks program costs are estimated at roughly \$4.6 million. The cost of the parks and recreation facilities include, but are not limited to, the following types of facilities:

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

Detailed park improvements and costs are provided by MacKay & Soms in the Creekview Project Cost Estimates.

Phasing

The development of Phase A would have park improvements that correspond to the amount of initial residential development. These improvements include two neighborhood/community parks at a size of 1.5 acres and 2.2 acres, for a total of 3.7

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

Park Type	Assumptions	Acres Required	Acres Provided	Surplus/ (Deficit)
<i>Population</i>	<i>5,108</i>			
Neighborhood Park	3 acres/1,000 pop.	15.3	15.7	0.4
Citywide Park	3 acres/1,000 pop.	15.3	0.0	(15.3)
Open Space	3 acres/1,000 pop.	15.3	136.2	120.9
Total Parks		45.9	151.9	

"park_acres"

Sources: Creekview SP and Al Johnson Consulting, LLC.

[1] The estimated persons per household for Citywide Park do not vary based on residential land use. Estimated Specific Plan population is 5,108.

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

Item	Phase A		Buildout	
	Acres/ Facility	Amount	Acres/ Facility	Amount
Neighborhood Parks	3.7	\$1,383,994	15.7	\$4,627,015

"parks_cost"

Source: MacKay & Soms, Park-Paseo-Trail Cost Estimates 3/18/2011.

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

acres. The estimated facilities cost for the park improvements for Phase A is approximately \$1.4 million.

Funding Strategy

Existing Fee Programs

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

Table 9-4 shows the neighborhood/community park impact fee revenues for Phase A and Build out.

Citywide Park and Bike Trail Improvements

The Citywide Park and Bike Trail Fee will include both an infrastructure (Citywide parks and bike trails) and an in-lieu component because Creekview was not required to build a citywide park. This fee will go towards citywide park improvements within the City, bike trail improvements within Creekview, and an in-lieu component to go towards future park land purchase or additional construction of facilities. The combination of Citywide infrastructure and in-lieu will not exceed \$3,200.

In the Creekview project the bike trail system is integrated with open space throughout the development. The bike trails run along the open space corridors to provide access to parks, schools, neighborhoods, and commercial uses. **Map 9-1** illustrates the proposed bike trails in the project. The pedestrian/bike bridge in the southeast portion of the project and the trail section along the northwestern open space will be funded by the City using other funding methods.

Facility Costs

Table 9-5 shows the total estimated in-lieu cost and facility improvement costs, with the City participating in the pedestrian/bike bridge structures through a different funding resource. Creekview's share of the bike trail and other Citywide facilities costs are estimated at roughly \$6.4 million. The cost of the facility improvements include, but are not limited to, the following types of facilities:

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

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

Item	Land Uses		Cost Allocation Basis			Park Cost Allocation		
	Developable Acres	Units/Sq. Ft.	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D=B*C</i>	<i>E=D/Total Persons</i>	<i>F=Total Cost*E</i>	<i>G=F/A</i>	<i>H=F/B</i>
Residential		<i>units</i>	<i>persons per HH</i>					<i>per unit</i>
Low Density	155.8	836	2.54	2,123	47.4%	\$2,192,736	\$14,074	\$2,623
Medium Density	64.3	655	2.17	1,421	31.7%	\$1,467,734	\$22,826	\$2,241
High Density	17.1	520	1.80	936	20.9%	\$966,545	\$56,523	\$1,859
Subtotal Residential	237.2	2,011		4,481	100.0%	\$4,627,015		
Nonresidential		<i>sq. ft.</i>	<i>sq. ft. per employee</i>					<i>per sq. ft.</i>
Community Commercial	15.5	168,795	N/A	-	-	-	-	-
Community Commercial/BP	3.8	41,382	N/A	-	-	-	-	-
Subtotal Nonresidential	19.3	210,177		-	-	-		
Total Creekview	256.5			4,481	100.0%	\$4,627,015		

"ncparks alloc"

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

Item	Revenue	
	Phase A	Buildout
Residential		
Low Density	\$577,036	\$2,192,736
Medium Density	\$851,510	\$1,467,734
High Density	\$715,615	\$966,545
Subtotal Residential	\$2,144,161	\$4,627,015
Nonresidential		
Community Commercial	\$0	\$0
Community Commercial/BP	\$0	\$0
Subtotal Nonresidential	\$0	\$0
Total Fee Program Revenue (Park)	\$2,144,161	\$4,627,015

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Source: AJC.

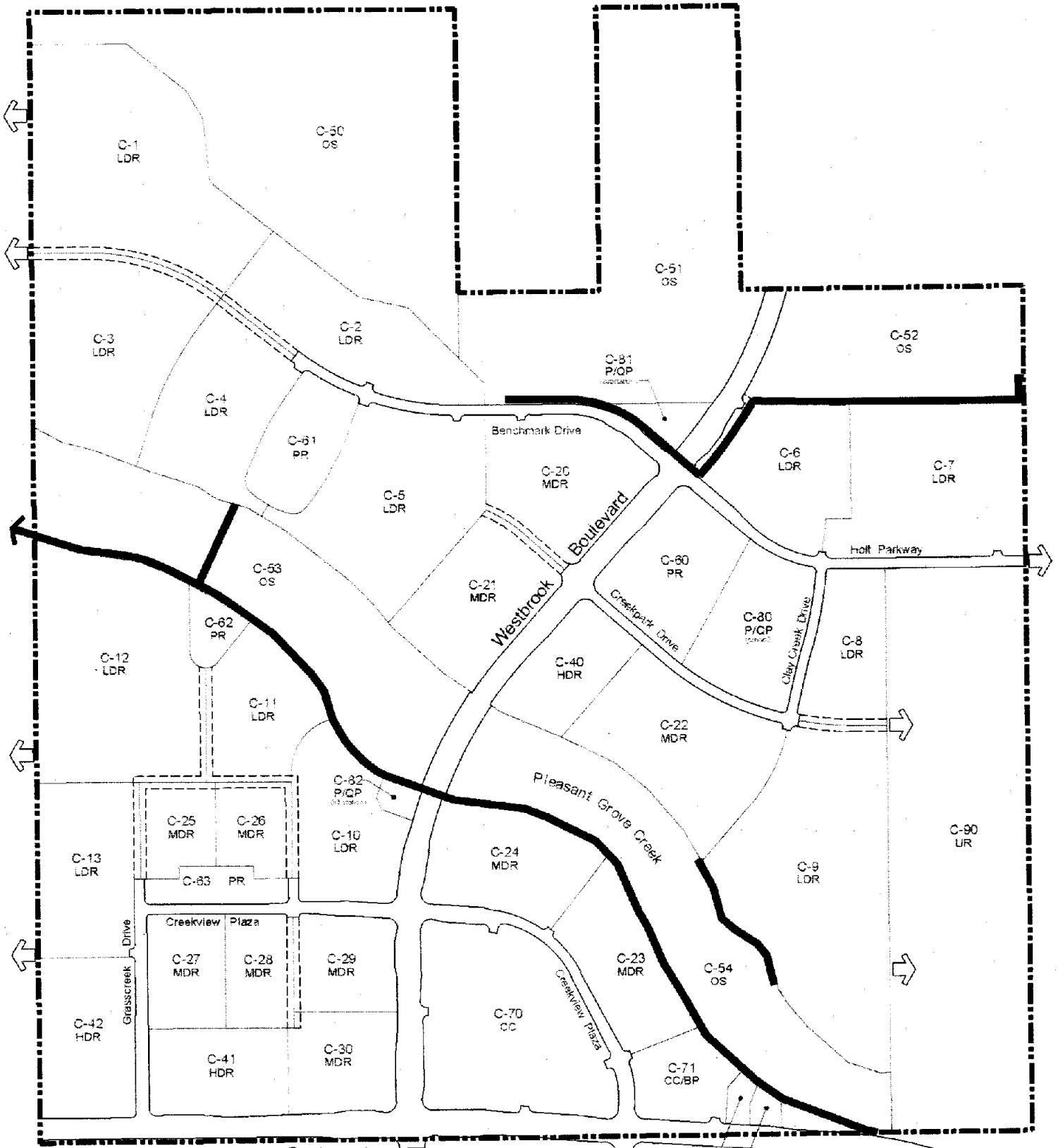
Table 9-5
Creekview Financing Plan
Citywide Park and Bike Trail Fee

Item	Costs		
	Acres	Cost per Acre [1]	Total
Citywide Park In-Lieu	15.3	\$135,000	\$2,065,500
Citywide Facilities [2]			\$4,369,700
Total			\$6,435,200


"park"

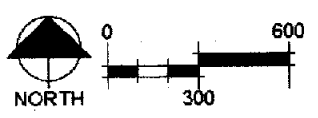
- [1] Most recent relevant appraisal done within the City, Sierra Vista SP.
 [2] Citywide park facilities including bike trails.

Map 9-1



LEGEND

 Class I Bikeway (off-street, paved)



Detailed bike trail improvements and costs are provided by MacKay & Somps in the Creekview Project Cost Estimates. Citywide park improvements are determined by the City.

Phasing

The development of Phase A would have an initial set of bike trail improvements running through the open space south of Pleasant Grove Creek, extending from Blue Oaks Boulevard to the west edge of the project. The estimated facilities cost for the bike trail improvements for Phase A is approximately \$600,000. The remaining balance would go towards the Cities Citywide fund.

Funding Strategy

Existing Fee Programs

The City's Citywide Facilities impact fee will fund the bike trail improvements including the bridge crossings in Creekview, Citywide park facilities throughout the City, and an in-lieu component to fund future land acquisitions or additional construction. **Table 9-6** creates an updated fee for the Creekview project by allocating the total in-lieu and facility improvement costs on a per residential unit. The costs were spread to the different residential land uses based on average persons per household factors.

Table 9-7 shows the Citywide facilities impact fee revenues for Phase A and Build out.

The developer will be responsible for grading the bike trail (with each phase of construction) and the City is responsible for constructing the bike trails in the project. The City will construct the bike trails as funding is available.

Paseo Improvements

The paseos in Creekview run along some segments of collector roadways, along some primary residential streets and through the commercial site. Paseos are expanded areas, in addition to landscape corridors with grass, trees, landscaping, and contain no facilities. **Map 9-1** illustrates the proposed layout of the paseos in the project.

Facility Costs

Table 9-8 shows the total estimated paseo improvement costs. The paseo costs are estimated at roughly \$324,000. The cost of the paseo improvements include, but are not limited to, the following:

- Concrete Sidewalk
- Trash Receptacles
- Benches
- Landscaping

**Table 9-6
Creekview Financing Plan
Citywide Park and Bike Trail Fee (2011\$)**

Item	Land Uses		Cost Allocation Basis			Citywide Park and Bike Trail Cost Allocation		
	Developable Acres	Units/Sq. Ft.	Persons Per HH/ Emp. Per Acre	Total Persons/Emps.	Distribution of Persons	Assigned Cost	per Acre	per Unit/ Sq. Ft.
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D=B*C</i>	<i>E=D/Total Persons</i>	<i>F=Total Cost*E</i>	<i>G=F/A</i>	<i>H=F/B</i>
Residential		<i>units</i>	<i>persons per HH</i>					<i>per unit</i>
Low Density	155.8	836	2.54	2,123	41.6%	\$2,675,200	\$17,171	\$3,200
Medium Density	64.3	655	2.54	1,664	32.6%	\$2,096,000	\$32,597	\$3,200
High Density	17.1	520	2.54	1,321	25.9%	\$1,664,000	\$97,310	\$3,200
Subtotal Residential	237.2	2,011		5,108	100.0%	\$6,435,200		
Nonresidential		<i>sq. ft.</i>	<i>sq.ft. per employee</i>					<i>per sq. ft.</i>
Community Commercial	15.5	168,795	N/A	-	-	-	-	-
Community Commercial/BP	3.8	41,382	N/A	-	-	-	-	-
Subtotal Nonresidential	19.3	210,177						
Total Creekview	256.5			5,108	100.0%	\$6,435,200		

"parks_inlieu"

Table 9-7
Creekview Financing Plan
Fee Revenue by Phase (Citywide Park and Bike Trail Component)

Item	Fee per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	\$3,200	\$704,000	\$2,675,200
Medium Density	\$3,200	\$1,216,000	\$2,096,000
High Density	\$3,200	\$1,232,000	\$1,664,000
Subtotal Residential		\$3,152,000	\$6,435,200
Nonresidential			
Community Commercial	n/a	\$0	\$0
Community Commercial/BP	n/a	\$0	\$0
Subtotal Nonresidential		\$0	\$0
Total Fee Program Revenue (Citywide Park and Bike Trail)		\$3,152,000	\$6,435,200

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Source: AJC.

Exhibit FF Bikeway Master Plan

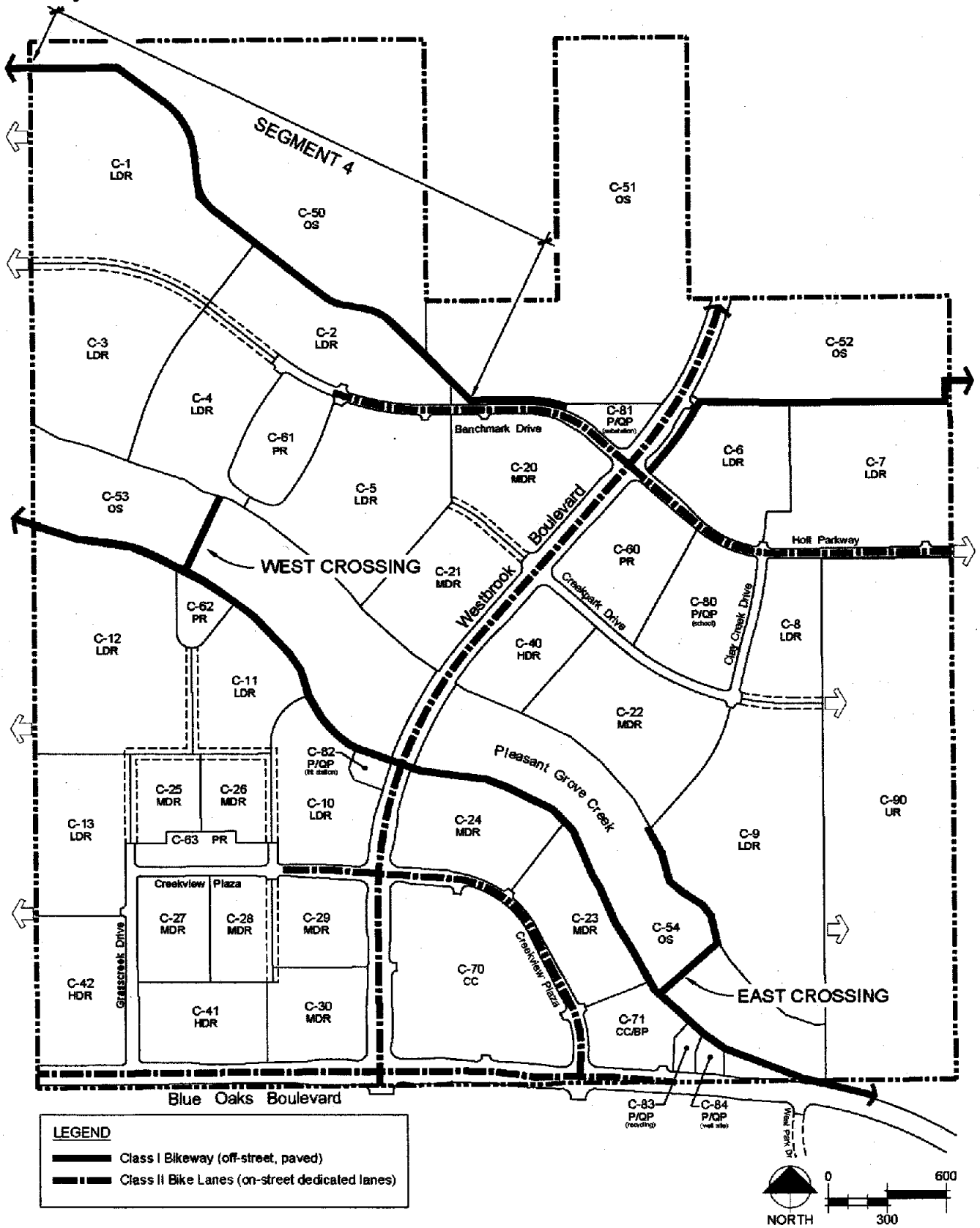
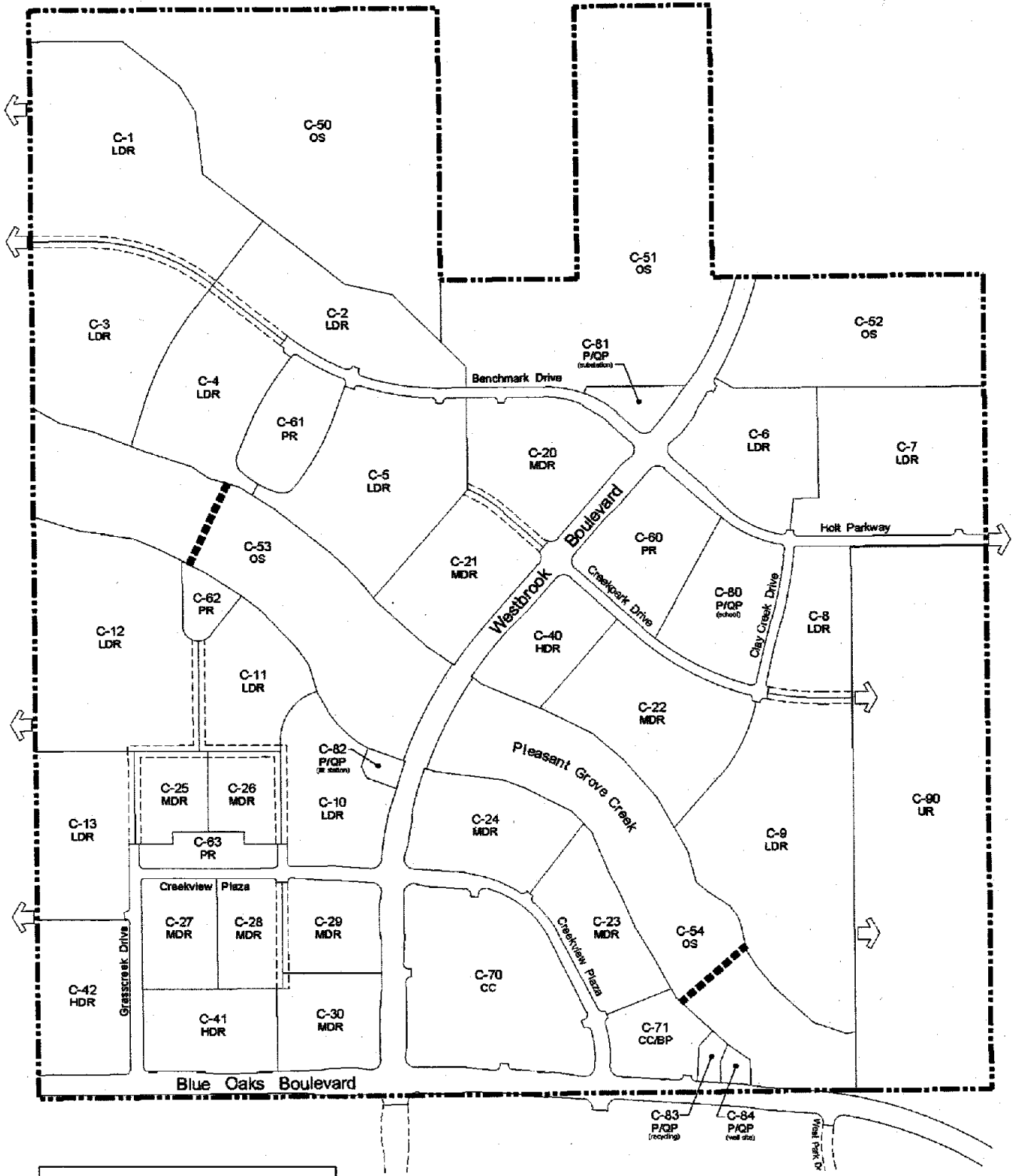


Exhibit GG

Pedestrian/Bicycle Crossings



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----- Pedestrian/ Bicycle Crossing

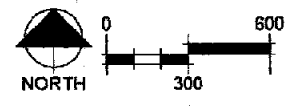
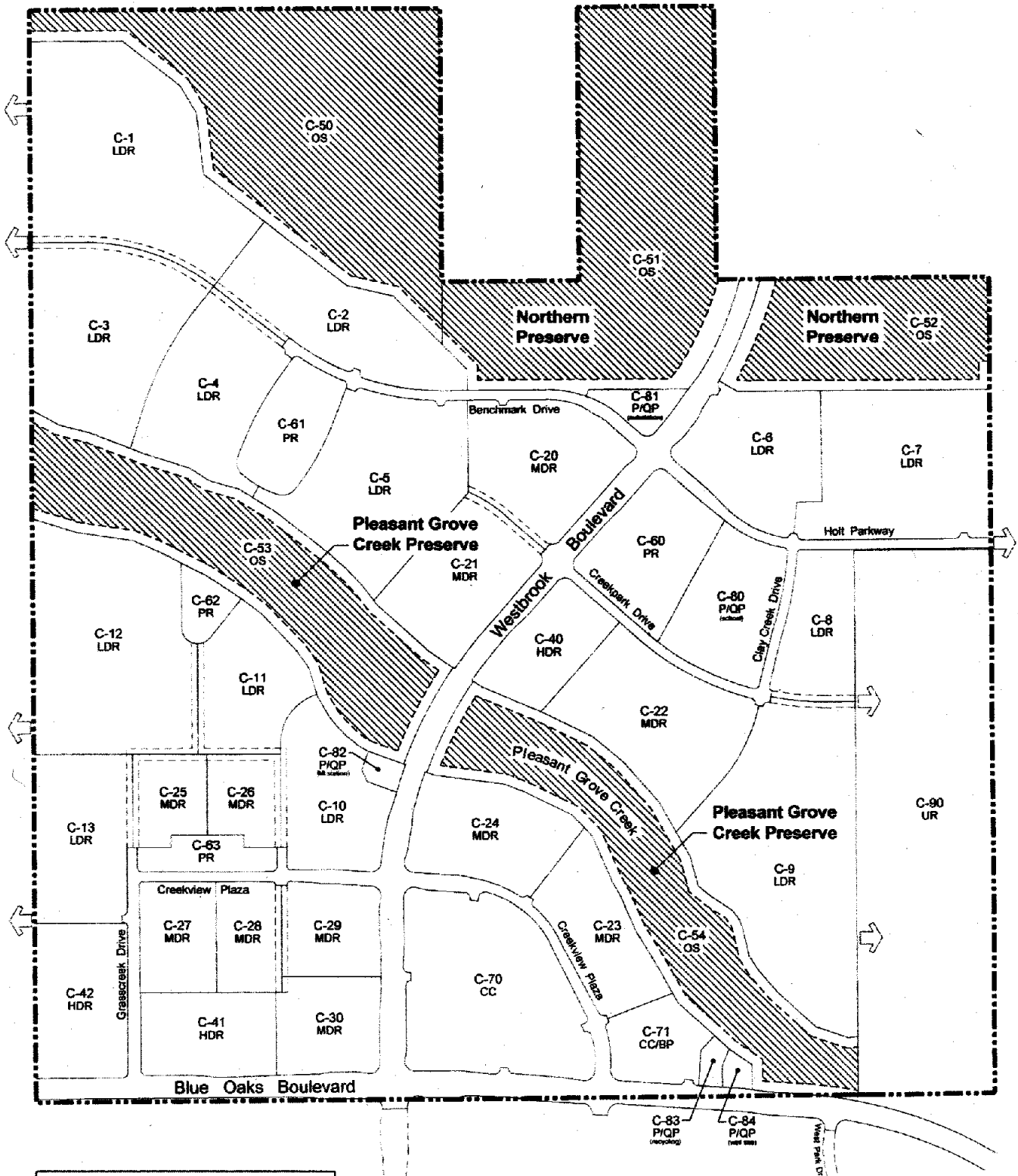


Exhibit HH

Open Space Preserve Areas



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 Open Space Preserves

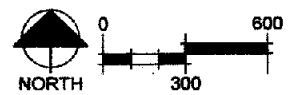


Exhibit II
Reimbursements to the West Roseville Specific Plan

Exhibit II

WRSP PHASE	UTILITY	WRSP DA ITEM NUMBER	DESCRIPTION (modified from DA exhibit)	RESPONSIBLE WRSP LANDOWNER	REIMBURSEMENT AMOUNT PER WRSP DA [1]	ESTIMATED COST DUE FROM BENEFITING PARTY UR = Urban Reserve	
						UR	CSP
1	Water	5	24-inch water line in Blue Oaks Blvd. from the easterly Fiddymment Ranch boundary to westerly parcel line of F-21.	Fiddymment Ranch	\$170,260	\$17,026	\$153,234
1	Offsites	5	24-inch water line in Blue Oaks Blvd. from easterly Fiddymment Ranch boundary east, w/connections at Del Webb Blvd.	Fiddymment Ranch	\$129,600	\$12,960	\$116,640
3	Water	2	24-inch water line & appurtenances in Blue Oaks Blvd from westerly parcel line of F-21 to westerly Fiddymment property line.	Fiddymment Ranch	\$102,528	\$10,253	\$92,275
3	Offsites	5	24-inch water line & appurtenances in Blue Oaks Blvd. from westerly boundary of Fiddymment property near NW corner of parcel-55 west to intersection with Phillip Rd and southerly on Phillip Road to the northerly terminus of the 24" water line from Phase 1.	Fiddymment Ranch	\$132,966	\$13,297	\$119,669
4	Sewer	1	18-inch sewer trunk line & appurtenances in West Side Dr. from Blue Oaks Blvd. to NW corner of parcel W-60.	Westpark	\$92,725	\$13,909	\$78,816
4	Sewer	3	24-inch sewer line & appurtenances along north of WWTP from NW corner of W-60 at West Side Dr. east to Phillip Rd.	Westpark	\$378,000	\$56,700	\$321,300
4	Recycled Water	2	24-inch recycled water line along Blue Oaks Blvd. & north side of W-60.	Westpark	\$4,986 [2]	\$399	\$4,589
4	Offsites	1	24-inch water line & appurtenances in Blue Oaks Blvd. from Westpark easterly property line to Phillip Rd.	Westpark	\$169,908 [2]	\$16,991	\$152,917
4	Offsites	2	24-inch recycled water line & appurtenances in Blue Oaks Blvd. from Westpark easterly property line to Phillip Rd.	Westpark	\$95,906 [2]	\$7,673	\$88,233
4	Offsites	4	24-inch sewer line from NE corner of parcel W-60 east to connection at PGWWTP. (Duplicate of Phase 4, Item 3 above.)	Westpark	\$0	\$0	\$0
TOTAL COST					\$1,276,879	\$149,208	\$1,127,673

[1] Cost estimates are based on West Roseville Specific Plan Development Agreement, 2004. Cost estimates for unconstructed improvements are subject to annual adjustment for CCI.

[2] From Westpark MOU Reimbursement Alternatives 07/28/10. Reimbursement amounts are subject to pro-rata flow share analyses (Blue Oaks Boulevard Pipeline - Potable Water Cost Sharing Memo, HydroScience Engineers, May 9, 2011 (shown in Exhibit V) and Blue Oaks Boulevard Pipeline - Recycled Water Cost Sharing Memo, HydroScience Engineers, May 9, 2011 (shown in Exhibit Y).

Revisions shall be reviewed and approved by the City.

Exhibit JJ

DUE Allocation to Specific Plan Parcels for WRSP Reimbursements

Creekview Specific Plan		Specific Plan			WATER EDUs		SEWER EDUs		RECYCLED WATER EDUs		TRAFFIC EDUs	
PARCEL	SPECIFIC PLAN LAND USE	ACRES	UNITS	DENSITY		% of CSP WATER EDUs		% of CSP SEWER EDUs		% of CSP R. W. EDUs		% of CSP TRAFFIC EDUs
C-1	LDR	19.8	95	4.8	95	6.71%	95	4.92%	95	6.71%	95	4.49%
C-2	LDR	9.8	50	5.1	50	3.53%	50	2.59%	50	3.53%	50	2.37%
C-3	LDR	13.9	70	5.0	70	4.94%	70	3.63%	70	4.94%	70	3.31%
C-4	LDR	9.7	55	5.7	55	3.88%	55	2.85%	55	3.88%	55	2.60%
C-5	LDR	13.0	75	5.8	75	5.30%	75	3.88%	75	5.30%	75	3.55%
C-6	LDR	7.8	46	5.9	46	3.25%	46	2.38%	46	3.25%	46	2.18%
C-7	LDR	13.5	80	5.9	80	5.65%	80	4.14%	80	5.65%	80	3.78%
C-8	LDR	5.5	35	6.4	35	2.47%	35	1.81%	35	2.47%	35	1.66%
C-9	LDR	22.0	110	5.0	110	7.77%	110	5.70%	110	7.77%	110	5.20%
C-10	LDR	7.0	40	5.7	40	2.82%	40	2.07%	40	2.82%	40	1.89%
C-11	LDR	6.9	35	5.1	35	2.47%	35	1.81%	35	2.47%	35	1.66%
C-12	LDR	18.2	90	4.9	90	6.36%	90	4.66%	90	6.36%	90	4.26%
C-13	LDR	8.7	55	6.3	55	3.88%	55	2.85%	55	3.88%	55	2.60%
Low Density Residential		155.8	836	5.4	836	59%	836	43%	836	59%	836	40%
C-20	MDR	8.0	75	9.4	40	2.82%	75	3.88%	40	2.82%	75	3.55%
C-21	MDR	7.7	95	12.3	51	3.60%	95	4.92%	51	3.60%	95	4.49%
C-22	MDR	11.4	105	9.2	56	3.95%	105	5.44%	56	3.95%	105	4.97%
C-23	MDR	6.2	80	12.9	43	3.04%	80	4.14%	43	3.04%	80	3.78%
C-24	MDR	7.1	65	9.2	34	2.40%	65	3.37%	34	2.40%	65	3.07%
C-25	MDR	3.5	35	10.0	18	1.27%	35	1.81%	18	1.27%	35	1.66%
C-26	MDR	3.5	35	10.0	18	1.27%	35	1.81%	18	1.27%	35	1.66%
C-27	MDR	4.5	50	11.1	26	1.84%	50	2.59%	26	1.84%	50	2.37%
C-28	MDR	3.9	35	9.0	18	1.27%	35	1.81%	18	1.27%	35	1.66%
C-29	MDR	4.1	40	9.8	21	1.48%	40	2.07%	21	1.48%	40	1.89%
C-30	MDR	4.4	40	9.1	21	1.48%	40	2.07%	21	1.48%	40	1.89%
Medum Density Residential		64.3	655	10.2	346	24%	655	34%	346	24%	655	31%
C-40	HDR	4.5	135	30.0	39	2.75%	92	4.76%	39	2.75%	83	3.93%
C-41	HDR	5.4	165	30.0	48	3.39%	112	5.80%	48	3.39%	102	4.82%
C-42	HDR	7.2	220	30.0	64	4.52%	150	7.77%	64	4.52%	136	6.43%
High Density Residential		17.1	520	30.0	151	11%	354	18%	151	11%	321	15%
C-70	CC	15.5			67	4.73%	69	3.57%	67	4.73%	239	11.31%
C-71	CC/BP	3.8			16	1.13%	17	0.88%	16	1.13%	63	2.98%
Community Commercial		19.3			83	6%	86	4%	83	6%	302	14%
TOTAL		256.5	2,011	7.8	1416.0	100%	1931.0	100%	1416.0	100%	2114.0	100%

Note:

- [1] One Water EDU = 600 gpd (Based on Table 2-2 of the CVSP Master Water Study Final Report, November 30, 2010)
- [2] One Sewer EDU = 190 gpd (Based on Table 1 of the CVSP Sanitary Sewer Master Plan, November 30, 2010)
- [3] One Recycled Water EDU = 600 gpd (Based on Table 2-2 of the CVSP Master Water Study Final Report, November 30, 2010)
- [4] Trip factor from City Traffic Mitigation Fee Study

Exhibit KK
Infrastructure Reimbursement Schedule

Sewer Improvements:

1. Construct 10-inch sewer force main (B1, on Exhibit P) and appurtenances (2,480± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Other 3rd Parties
2. Construct 8-inch sewer line (UR1, on Exhibit P) and appurtenances (200± LF) in Creekpark Drive.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Urban Reserve
3. Construct 10-inch sewer line (UR2, on Exhibit P) and appurtenances (1,065± LF) in Creekpark Drive.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
4. Construct 12-inch sewer line (UR3, on Exhibit P) and appurtenances (1,100± LF) in Creekpark Drive.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
5. Construct 15-inch sewer line (UR4, on Exhibit P) and appurtenances (1,270± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
6. Construct 15-inch sewer line (UR5, on Exhibit P) and appurtenances (120± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
7. Construct Sanitary Sewer Lift Station (UR6, on Exhibit P) on PQP C-82.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
8. Construct 10-inch sewer force main (UR7, on Exhibit P) and appurtenances (50± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
9. Construct 12-inch sewer force main (B2, UR8, on Exhibit P) and appurtenances (1,250± LF) in Westbrook Boulevard.

- a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview, Urban Reserve, and Other 3rd Parties
10. Construct 18-inch sewer line (B3, UR9, on Exhibit P) and appurtenances (onsite, 390± LF) in Westbrook and Blue Oaks Boulevards.
- a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview, Urban Reserve, and Other 3rd Parties
11. Construct 24-inch sewer line (B4, UR10, on Exhibit P) and appurtenances in Phillip Road.
- a. Construction Responsibility: Westpark
 - b. Cost Sharing: Westpark, Creekview, Urban Reserve, and Other 3rd Parties

Water Improvements:

1. Construct 24-inch water line (B1, on Exhibit U) and appurtenances (1,210± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Other 3rd Parties
2. Construct 12-inch water line (UR1, on Exhibit U) and appurtenances (600± LF) in Creeppark Drive.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
3. Construct 16-inch water line (UR2, on Exhibit U) and appurtenances (900± LF) in Creeppark Drive.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
4. Construct 24-inch water line (UR3, on Exhibit U) and appurtenances (380± LF) in Creeppark Drive.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
5. Construct 24-inch water line (B2, UR4, on Exhibit U) and appurtenances (2,790± LF) in Westbrook and Blue Oaks Boulevards.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview, Urban Reserve, and Other 3rd Parties
6. Construct 24-inch water line (B3, UR5, on Exhibit U) and appurtenances (2,390± LF) in Blue Oaks Boulevard.

- a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview, Urban Reserve, and Other 3rd Parties
7. Construct 24-inch water line (B4, UR6, on Exhibit U) and appurtenances in West Park Drive.
- a. Construction Responsibility: Westpark and Fiddymment Ranch Specific Plans
 - b. Cost Sharing: Westpark and Fiddymment Ranch Specific Plans

Recycled Water Improvements:

1. Construct 12-inch recycled water line (B1, on Exhibit X) and appurtenances (1,210± LF) in Westbrook Boulevard.
 - a. Construction Responsibility: Creekview and Other 3rd Parties
 - b. Cost Sharing: Creekview and Other 3rd Parties
2. Construct 6-inch recycled water line (UR1, on Exhibit X) and appurtenances (780± LF) in Creeppark Drive.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
3. Construct 8-inch recycled water line (UR2, on Exhibit X) and appurtenances (950± LF) in Creeppark Drive.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview and Urban Reserve
4. Construct 16-inch recycled water line (B2, UR3, on Exhibit X) and appurtenances (2,820± LF) in Westbrook and Blue Oaks Boulevards.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview, Urban Reserve, and Other 3rd Parties
5. Construct 24-inch recycled water line (B3, UR4, on Exhibit X) and appurtenances (2,400± LF) in Blue Oaks Boulevard.
 - a. Construction Responsibility: Creekview
 - b. Cost Sharing: Creekview, Urban Reserve, and Other 3rd Parties
6. Construct 24-inch recycled water line (B4, UR5, on Exhibit X) and appurtenances in West Park Drive.
 - a. Construction Responsibility: Westpark and Fiddymment Ranch Specific Plans
 - b. Cost Sharing: Westpark and Fiddymment Ranch Specific Plans

Exhibit LL
Panhandle and O'Brien Properties

AMORUSO RANCH
STUDY AREA

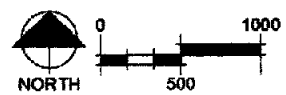
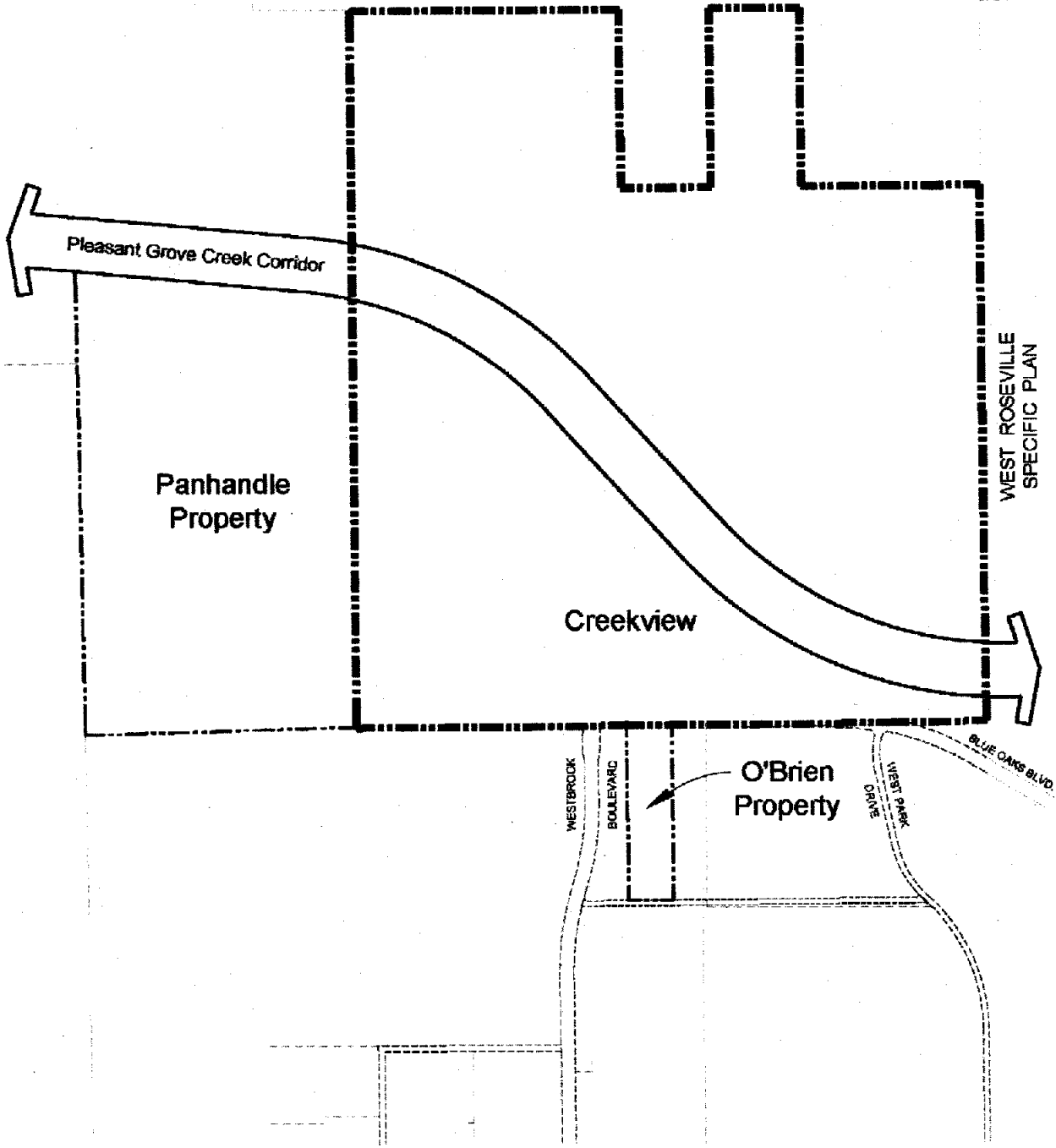


Exhibit MM
Sample Assignment and Assumption Agreement

WHEN RECORDED, RETURN TO:

ATTN: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO THE
CREEKVIEW SPECIFIC PLAN DEVELOPMENT AGREEMENT
[Landowner Name]

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

A. On _____, 2011, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between the City of Roseville and [Landowner Name] Relative to the Creekview Specific Plan (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Landowner agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Placer County on _____, 2011 [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, interests, 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. 5119

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING
A DEVELOPMENT AGREEMENT REGARDING THE CREEKVIEW SPECIFIC PLAN
(GRANITE BAY DEVELOPMENT II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED
PARTNERSHIP, PHILLIP ROAD LAND, LLC, J & KD ENTERPRISES, LLC, SOULE
INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC, DECOU WEST ROSEVILLE,
LLC, CHAU-HSIUNG CHUANG, YUEH-JING CHUANG, FELIX CHUANG, MARK
CHUANG, AND BLUE OAKS – ROSEVILLE, LP)
AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement with Granite Bay Development II, LLC, Phillips Road 160 Investors Limited Partnership, Phillip Road Land, LLC, J & KD Enterprises, LLC, Soule Investments, LLC, Bennett West Roseville, LLC, DeCou West Roseville, LLC, Chau-Hsiung Chuang, Yueh-Jing Chuang, Felix Chuang, Mark Chuang, and Blue Oaks – Roseville, LP (collectively, "Landowner").

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 Creekview 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 Landowner 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 3rd day of October, 2012, by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Herman, Garcia, Rohan

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

ABSTAIN COUNCILMEMBERS: Roccucci


MAYOR

ATTEST:


City Clerk