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PHONE (916) 774-5263 • FAX (916) 786-9175

February 8, 1994

Del Webb California Corp.  
198 Cirby, #155  
Roseville, CA 95678

**DEL WEBB PROJECT DEVELOPMENT AGREEMENT**

The Roseville City Council, at the meeting of January 5, 1994, ADOPTED Ordinance 2758 adopting a Development Agreement with Del Webb California Corp., Walaire, Inc., and John S. Fiddymment. This Ordinance is now in effect and the Development Agreement has been executed by the City Manager. A certified copy of the agreement is enclosed for your records.

The original agreement has been sent to the County recorder. When it is returned, I will send you the recording information.

If you have any questions, please contact us at 774-5263.

HELEN FLORANCE, CMC  
CITY CLERK

BY:

  
Elly Ortiz,  
Deputy Clerk

cc: Wade & Assoc.  
Walaire, Inc.  
John S. Fiddymment  
Planning

RECORD AND WHEN RECORDED

RETURN TO:

City Clerk

City of Roseville

311 Vernon Street, Room 208

Roseville, CA 95678

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN THE CITY OF ROSEVILLE**

**AND**

**DEL WEBB CALIFORNIA CORP,**

**WALAIRE, INC.,**

**AND JOHN S. FIDDYMENT**

**RELATIVE TO THE DEVELOPMENT**

**KNOWN AS**

**THE DEL WEBB SPECIFIC PLAN**

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## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this 7th day of February, 1994, by and between the City of Roseville, a municipal corporation ("City") and Del Webb California Corp, an Arizona corporation ("Landowner"); Walaire, Inc., a California corporation ("Walaire"); and John S. Fiddymment, an individual, ("Fiddymment") (Walaire and Fiddymment are collectively referred to as "Sellers"), and

### W I T N E S S E T H:

#### WHEREAS,

A. Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the legislature of the State of California adopted Sections 65864 et seq. of the California Government Code enabling a city and an applicant for a development project, who has a legal or an equitable interest in the property to be developed, to enter into a development agreement establishing with certainty what zoning standards and land use regulations of the city will govern the construction and implementation of the development project from beginning to completion.

B. Property Description. Landowner is the legal owner or has options to purchase that certain real property constituting approximately 1,200 acres described in Exhibit "A" ("the Property").

C. Development Agreement Goals. City and Landowner desire to enter into this Agreement in order to facilitate the creation of a physical environment that will conform to and complement the goals of City, provide timely construction of necessary infrastructure, including efficient traffic circulation, protect adjacent land uses and natural resources from adverse impacts, enhance implementation of City's General Plan and the Del Webb Specific Plan and reduce the economic risks of development to the Landowner and City.

D. Project Background and Approvals.

1. On October 7, 1993, October 14, 1993 and November 18, 1993, the City's Planning Commission considered a General Plan Amendment, the Del Webb Specific Plan, Rezone, Project Development Guidelines and Standards, Prezone and Annexation (including expansion of the City of Roseville Sphere of Influence), (collectively "the Entitlements") and Environmental Impact Report ("the EIR"), and after having conducted duly noticed public hearings, voted to recommend approval of the Entitlements and certification of the EIR.

2. On December 8, 1993 and December 15, 1993, the City Council held public hearings on the Entitlements and EIR. At the conclusion of these hearings, the City Council, by Resolution No. 93-323 adopted on December 15, 1993, certified the EIR as adequate and complete, made specific findings, and adopted a Statement of Overriding Considerations. On December 15, 1993, the City Council also: approved the Del Webb General Plan Amendment by approval of Resolution No. 93-324; approved the Del Webb Specific Plan by adoption of Resolution No. 93-325; approved the rezoning by Ordinance No. 2756; approved the Prezone by Ordinance No. 2757; approved the Annexation by Resolution No. 93-326; and approved the Project Development Guidelines and Standards by Resolution No. 93-327.

3. Landowner has submitted, and City is currently processing, a Large Lot Tentative Subdivision Map (dividing the Property into "villages" and parcels as specified in the Del Webb Specific Plan), a Residential Lot Tentative Subdivision Map (further subdividing the Property into the individual home sites and providing for all residential street layouts), and a Tree Permit.

E. General Project Description. The Del Webb Specific Plan calls for the development of an age restricted active adult residential community, pursuant to and consistent with the legal requirements set forth under Civil Code section 51.3, as the same now exists or may hereafter be amended, with ancillary

commercial, public, and religious uses (collectively, "the Project"). Residence in the Project will be limited by requiring that at least one person 55 years or older live in each residential unit and that, except as permitted by section 51.3 or required by the Federal Fair Housing Act of 1988, no one under 45 years of age may live in any such residential unit. The Declaration of Covenants, Conditions and Restrictions for the Project ("the Project CC&R's") will provide for such age restrictions.

The Del Webb Specific Plan provides for, and the Project consists of, a mix of 3,400 single-family and 100 multi-family residential units, 22.9 acres of community commercial, 3 acres of worship facilities, 312.1 acres of golf course, 28.1 acres of private recreation centers, 31.1 acres of parks, and 97.1 acres of park preserves on approximately 1,200 total acres.

F. General Plan Consistency. The City Council hereby finds this Agreement, the Project and the Entitlements to be consistent with the Roseville City General Plan and the Del Webb Specific Plan.

G. Vested Rights. City, at the request of Landowner, intends to assist Landowner in development of the Project and the public improvements which are a part of the Project in accordance with the terms of this Agreement. Development of the Project in accordance with the terms of this Agreement requires major

investment by Landowner in public facilities, substantial front-end investment in on site and off site improvements, major dedications of land for public purposes and benefit, and substantial commitment of the resources of Landowner to achieve the public purposes and benefits of the Project for City.

City recognizes and has determined that the granting of vested rights and assurances will assist Landowner in undertaking the development of the Project and thereby achieve the public purposes and benefits of the Project. But for said commitments on the part of City and Landowner, the parties would not enter into this Agreement.

H. No Further Environmental Documents. The City Council has determined that there are no substantial changes in the Del Webb Specific Plan or in the circumstances under which the Project is to be undertaken, and that the Entitlements and the adoption of this Agreement involve no new impacts not considered in the EIR. Therefore, no further environmental documents (with the possible exception of those relating to the use of reclaimed water and the Blue Oaks Boulevard water line east of Washington Boulevard) relating to the adoption of this Agreement are required. Pursuant to this Agreement, Landowner will be bound by the mitigation measures specified by the EIR which are adopted by City to mitigate the impacts arising out of the development of the Property pursuant to this Agreement.

I. Ownership and Right to Develop. Not all of the Property is currently owned by the Landowner. Portions of the Property are owned by the Sellers. To the extent it does not currently own all of the Property, the Landowner has options to purchase such remaining portions of the Property from the Sellers which will allow Landowner to acquire the remainder of the Property by 1997, pursuant to that certain Successive Option Agreement dated October 12, 1988, as amended, between Walaire, Inc. and Del Webb Corporation, and recorded on January 27, 1989 in the County of Placer at Book 3561, Page 456 and that certain Successive Option Agreement dated October 12, 1988, as amended, between Karen Louise Hart and John S. Fiddymment and Del Webb Corporation, and recorded on January 26, 1989 in the County of Placer at Book 3561, Page 459 (collectively, "the Options"). Under the terms of the Options, Landowner has the right to acquire the balance of the Property in the sequence and time frames necessary to the performance by Landowner of its obligations under this Agreement. Current ownership interests are as indicated on Exhibit "B."

J. Interest of Sellers. Walaire and Fiddymment ("the Sellers") are the owners of the balance of the Property not currently owned by the Landowner. The balance of the Property is subject to the Options by which the Sellers have agreed to sell the balance to the Landowner. Sellers acknowledge that the City

requires them to execute this Agreement so that the entire Property will be subject to the Agreement. However:

(1) The Sellers hold the balance of the Property for investment, and have agreed to execute this Agreement solely as an accommodation to Landowner to facilitate the realization by Landowner of the benefits of this Agreement; and

(2) The Sellers are not developers, have no intent to develop or improve the Property, and are in no respect the partners or joint venturers of Landowner.

**NOW, THEREFORE, the parties agree as follows:**

#### Section 1. GENERAL PROVISIONS

1.1 Binding Covenants. The provisions of this Agreement, to the fullest extent permitted by law, shall constitute covenants which shall run with the Property, and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the parties and their successors in interest.

1.2 Incorporation of Recitals -- Warranty. Recitals A through J are hereby incorporated by reference into this Agreement. Without limiting the generality of the foregoing, the Landowner expressly warrants to City that the facts stated in

Recital I are true and correct as of the date of this Agreement, that the Landowner has the full right, power and authority to comply with the terms of this Agreement, and that said recital neither contains any misstatement of fact nor omits to state any fact necessary to make said recital not misleading in light of all of the circumstances under which it is made.

1.3 Interest of Landowner. Landowner warrants that it holds or will hold a fee interest in the Property at all times necessary to the performance of its obligations and that all other persons holding legal or equitable interests in the Property are to be bound by this Agreement.

Notwithstanding anything set forth in this Agreement to the contrary:

(a) Those portions of the Property owned by the Sellers shall be subject to this Agreement, and any development of such portions of the Property shall be subject to and in accordance with the terms of this Agreement.

(b) The Sellers are not obligated by the terms hereof to develop all or any portion of the Property, pay any sums of money, dedicate any land, indemnify any party, or to otherwise meet or perform any obligation with respect to the Property or this Agreement, except as a condition to the development of any portion of the Property owned by them.

(c) Any development of a portion of the Sellers' property shall be subject to the terms of this Agreement, and upon

any such development all of the rights, duties, and obligations of this Agreement shall pertain to such property. The owner of such property shall from that point forward be bound by the obligations, dedications and improvements required by this Agreement as to all property within the Del Webb Specific Plan Area owned by such person to the same extent as Landowner.

(d) For purposes of this section "development" of property shall mean Sellers' (or Sellers' successors and assigns) election to apply for a subdivision map, building permit, site review or taking of any other affirmative, voluntary action to develop Sellers' property.

To the extent that Landowner does not currently own all of the Property necessary to comply with the terms of this Agreement, Landowner agrees that it will either exercise the Options or otherwise acquire the necessary property from the Sellers, including the use of condemnation pursuant to section 7.12, if necessary.

1.4 Term. The term of this Agreement shall commence on the effective date of the ordinance authorizing the approval and execution of this Agreement and shall extend for a period of twenty (20) years from that date unless it is terminated, modified or extended by the circumstances set forth in this Agreement or by the mutual agreement of the parties.

1.5 Termination. This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the twenty (20) year term;
- (b) Completion of the Project in accordance with the Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Entitlements and this Agreement;
- (c) Entry of final judgment or issuance of a final order directed to the City to set aside, withdraw, or abrogate City's approval of this Agreement or any material part of the Entitlements; or
- (d) The effective date of a party's election to terminate the Agreement as provided in Sections 6.1 and 7.2 of this Agreement.

1.5.1 Termination of Single Family Residential Property. This Agreement may be terminated with respect to any of the parcels designated for single family residential homes by the Del Webb Specific Plan, at the election of the then property owner, upon recordation of a final residential lot subdivision map for such property and written notice to City of such election to terminate, provided that: i) all improvements which are required to serve the parcel, as reflected in the phasing plan and as determined by City, have been accepted by City; ii) the letter of credit or other security required by Section 3.4.6 has

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been provided to the City; iii) an affordable purchase housing development agreement or affordable purchase housing implementation agreement, if required pursuant to Section 2.5, has been recorded on the parcel; and iv) the Project CC&Rs required by section 3.6 have been recorded. City shall cause any written notice of termination approved pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.5.2 Termination of Multi-Family Property. This Agreement may be terminated with respect to Parcel 14 (the multifamily affordable housing parcel), at the election of the then property owner, upon approval of a site review for such property and written notice to City of such election to terminate, provided that: i) all improvements required to serve the parcel, as reflected in the phasing plan, as required in section 2.5.2 and as determined by City, have been accepted by City; ii) the letter of credit or other security required by section 3.4.6 has been provided to the City; iii) an affordable housing development agreement, pursuant to Section 2.5, has been recorded on the parcel; and the Project CC&Rs required by section 3.6 have been recorded. City shall cause any written notice of termination approved pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.5.3 Termination for Nonresidential Property.

This Agreement may be terminated with respect to Parcels 20 and 21 (the commercial parcels) and Parcel 50 (the church parcel) at the election of the then property owner, upon approval of a site review for such property and written notice to City of such election to terminate, provided that: (i) the letter of credit or other security required by section 3.4.6 has been provided to the City; and (ii) all improvements required to serve the parcel, as reflected in the phasing plan and as determined by City have been accepted by the City.

City shall cause any written notice of termination approved pursuant to this subsection to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of receipt of such notice.

1.6 Assignment. Landowner shall have the right to sell, assign or transfer this Agreement with all of its right, title and interest therein (but not less than all of its right, title, and interest) to any person, firm or corporation at any time during the term of this Agreement. Notwithstanding the foregoing, no such assignment (other than to a parent, subsidiary or other corporate affiliate of Del Webb California Corp) shall be made prior to the provision of the letter of credit required by section 3.4.6 without the express written consent of City, which consent shall not be unreasonably withheld. Express assumption of the obligations of the Landowner under this

Agreement by any such assignee shall relieve Landowner from said obligation or obligations under this Agreement.

1.7 Amendment to Agreement. This Agreement may be amended from time to time by mutual consent of the parties and the owner of the property which is the subject of the proposed amendment in the manner set forth in Government Code Sections 65867, 65867.5 and 65868. Provided, however, that any change to this Agreement which as determined by the Planning Director does not substantially alter the term, permitted uses, density or intensity of use, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions or improvements made by Landowner or any conditions or covenants relating to the use of the Property shall not require notice or public hearing and may be made by mutual consent of the parties and the owner of the property which is the subject of the proposed amendment. All City costs incurred incident to the amendment proceedings and any uniform fees shall be paid by the amendment applicants.

1.8 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by U.S. mail, first class postage prepaid, return receipt requested, addressed as follows:

Notice to the City: City of Roseville

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316 Vernon Street, Room 104  
Roseville, California 95678  
Attention: Planning Director

Notice to the Landowner: Del Webb California Corp

*Jr* 199 CARBY #155

~~2999 Douglas Boulevard, Suite 135~~ *Jm*

Roseville, California 95678  
Attention: General Manager

Notice to Fiddymment:

John S. Fiddymment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to Walaire:

Walaire, Inc.  
2000 Blue Oaks Boulevard  
Roseville, CA 95678  
Attention: John W. Fiddymment  
and  
Walaire, Inc.  
c/o John W. Fiddymment  
237 Jennifer Circle  
Roseville, CA 95678

Any party may amend their address for receipt of notice by  
notifying the other parties. Notice shall be effective on the  
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date delivered in person, or the date when the postal authorities indicate that the mailing was delivered.

Section 2. DEVELOPMENT OF THE PROPERTY

2.1 Land Use Entitlements. The permitted land uses, density and intensity of use of the Property, timing or phasing of development, zoning, provisions for reservation or dedication of land for public purposes, and the location and size of public improvements and other terms and conditions of development of the Project shall be those set forth in the Entitlements and this Agreement.

2.1.1 Grant of Land Use. Through its approval of the Entitlements the City has granted land use to the Property, subject to this Agreement, as follows:

Single-family residential (age restricted): 3,400 units  
on 652.6 acres

Multi-family residential (age restricted): 100 units  
on 4.0 acres

Church/worship: 3 acres

Community Commercial: 22.9 acres

Golf Course: 312.1 acres

Homeowners' Association facilities (recreation center):  
28.1 acres

Public Parks: 31.1 acres

Fire Station: 1.0 acre

Electric Substation: 0.6 acre

Park Preserves: 97.1 acres

2.1.2 Age Restricted Development. Landowner has proposed to construct, and City has agreed to approve, an age restricted "active senior" community. In accordance with Landowner's proposal, Landowner agrees to restrict residency in accordance with Civil Code section 51.3 and the Federal Fair Housing Act of 1988, as the same now exist or may hereafter be amended, to require that at least one resident of each dwelling unit be 55 years of age or older and that no one under 45 years of age (except as permitted in section 51.3) may be a resident in any such dwelling unit. Such restrictions shall be included in the Project CC&R's.

2.1.3 Densities and Density Transfer. The total number of units within any of the individual residential villages may be permitted to increase or decrease between the tentative and final residential lot subdivision maps, subject to approval of a minor tentative subdivision map modification by the City's Subdivision Committee as provided in Title 18 of the Roseville Municipal Code. The Subdivision Committee's approval or denial of any requested increase or decrease in units shall be based on the requirements of the Municipal Code as well as all of the following restrictions:

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a) The increase or decrease is within 10 percent of the total number of units assigned to the individual residential village by the approved tentative subdivision map.

b) The increase or decrease is consistent with the goal, policies and requirements of the General Plan, Del Webb Specific Plan, Development Guidelines and Standards and this Agreement.

c) The increase or decrease does not modify street configurations or lot depths to the extent that it is no longer in substantial compliance with the approved tentative map, or result in modification to any lot lines conditioned to remain fixed by the tentative map.

d) The increase or decrease does not result in an overcrowding of lots or impacts beyond those identified in the EIR.

e) The increase or decrease does not result in modification to conditions of the approved tentative map or applicable tree permit(s).

f) The increase or decrease does not result in an average density within any individual residential village in excess of 6.9 dwelling units per acre.

g) The increase or decrease does not result in the total number of units within the Project exceeding 3,500.

The precise process and requirements for approval of any increase or decrease in units shall occur in accordance with the provisions of the City's Municipal Code. Landowner

acknowledges that City retains the right to amend the Roseville Municipal Code during the term of this Agreement, provided, however, that City agrees to permit transfer substantially in conformance with this section.

Landowner reserves no rights to retain or transfer underutilized units outside the Plan Area. Any proposed reallocations in excess of the 10 percent limit shall be subject to a General Plan Amendment, Specific Plan Amendment, rezone, supplemental environmental analysis in accordance with the California Environmental Quality act, and other applicable entitlements as required by the City.

## 2.2 Applicable Rules, Regulations and Official Policies.

2.2.1 Inconsistency. To the extent any future rules, ordinances, regulations or policies, adopted on a city-wide basis, are inconsistent with the permitted uses, density and intensity of use, or provisions for reservation and dedication of land as provided in this Agreement, or the explicit terms of this Agreement, then the terms of this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. In all other cases, such rules, ordinances, fees, regulations or policies shall be applicable.

2.2.2 Application of Changes. This section shall not preclude the application to development of the Property of

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changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Section 7.6.1 of this Agreement.

2.2.3 Authority of City. This Agreement shall not be construed to limit the authority or obligation of City to hold necessary public hearings, 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 development of the Property for the uses and to the density and intensity of development as provided by the Del Webb Specific Plan, as such Plan provides on the effective date of this Agreement.

2.3 City Fees, Taxes and Assessments.

2.3.1 Processing Fees and Charges. Landowner shall pay those processing fees and charges required by City under then current regulations covering the actual costs of City in (i) processing applications and requests for permits, approvals and

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

2.3.2 Participation in Identified Funding

Mechanisms. In each case where this Agreement provides that the Landowner agrees to pay a fee or participate in a financing mechanism or program (including but not limited to fees for light rail funding (section 2.8), water improvements (section 3.11), sewer improvements (section 3.12), public facilities/libraries (section 3.17), sewer improvements (section 3.12.3), reclaimed water (section 3.18.6) and traffic mitigation and drainage (section 3.22)) such agreement on behalf of the Landowner also constitutes an agreement on behalf of its successors in interest and the Homeowners' Association, that they will participate in and will not protest the formation of such a fee or financing mechanism, and that they waive any rights to protest pursuant to the Majority Protest Act of 1931 (Streets & Highways Code §2800 et seq.), or any similar statute whether currently existing or hereafter adopted. Landowner acknowledges that, but for this agreement not to protest formation and agreement to participate, City would have levied each and every such fee or financing mechanism prior to approval of the Entitlements, and that City has not done so in reliance on this waiver and as an

accommodation to Landowner's time schedule for construction of the Project.

Provided, that any such agreement to participate and agreement not to protest shall be limited to prospective application. And further provided that Landowner and its successors in interest shall retain the right to participate in the public hearing process relevant to the level, extent and spread of such funding mechanisms.

2.4 Opinion of Counsel. Concurrently with the execution of this Agreement, Landowner shall provide an opinion of its legal counsel, Ms Mary Alexander, in a form approved by the City Attorney, to the effect that, after having exercised due diligence, she has determined that the Landowner has the full right, title and authority to execute and perform the obligations of this Agreement, and that the statements contained in Recital I and section 1.2 are true and correct.

2.5 Affordable Housing. Consistent with the goals and policies contained in City's General Plan, Landowner shall develop or cause 10% of the total residential units which are actually constructed within the Del Webb Specific Plan to be developed as age restricted affordable housing. As used in this Agreement, the terms "very low-income" means households earning less than 50% of median income, "low-income" means households earning 50% to 80% of median income, and "middle-income" means

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households earning 81% to 100% of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element and the Del Webb Specific Plan.

Nothing in this Agreement shall be construed to prevent the Landowner from offering or constructing additional affordable units not required by this Agreement.

2.5.1 Affordable Purchase Residential Units.

Landowner agrees to develop 4.63% of the Project's residential units as detached and/or attached single family residential units affordable to purchasers in low-income households and 2.51% of the Project's residential units as detached and/or attached single family residential units affordable to purchasers in middle-income households. If all units permitted by this agreement are developed, this is 162 low-income and 88 middle-income units, respectively. Such units shall be proportionately distributed within each of the phases and villages of the Project, and Landowner may, at its option utilize all or part of the "Vacation Villas" within the Project as affordable purchase units.

2.5.1.A Affordable Purchase Agreement Required. Prior to the approval of each final residential lot subdivision map within the Project, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement for the purchase residential units affordable to low-income [12/14/93 Execution Version]

households or City's then current form Affordable Purchase Housing Implementation Agreement for the purchase residential units affordable to middle-income households.

2.5.1.B Content of Affordable Purchase Agreement.

The affordable purchase agreements shall, for each such residential lot subdivision, set forth, among other things, the distribution of the relevant number of said affordable housing units within the subdivision, Landowner's obligations for marketing the affordable units, City's and Landowner's commitment to providing subsidies to the construction of purchase residential units affordable to low-income households and sharing of appreciation (if any) of the affordable unit's value. No City subsidies will be made available to provide residential units affordable to middle-income households.

Notwithstanding the foregoing, or provisions of the City's then current Affordable Purchase Housing Development Agreement or Affordable Purchase Housing Implementation Agreement to the contrary, the affordable purchase agreements shall provide that:

a) Low-income affordable units shall be marketed for a minimum of fifty (50) days to low-income households. Affordable units marketed to low-income households which are not sold within such fifty (50) days shall be marketed for ten (10) additional days to middle-income households. If such units are not sold

with the ten (10) additional days to middle-income households, the units may be sold as market price units.

Middle-income affordable units shall be marketed for a minimum of ten days to middle-income households. If not sold to middle-income households within that period, the units may be sold as market price units.

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

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

c) With the City's approval, affordable units may be moved within the subdivision.

d) The owners of the purchase affordable units shall participate in the Homeowners' Association for the Project and be eligible to use all of the Homeowners' Association facilities. The anticipated Homeowners' Association dues shall be included as a housing cost in determining affordability.

e) For purposes of making housing opportunities affordable, Landowner agrees that it shall use its best efforts to sell such units to qualifying low or middle-income households as the case may be as required by this Agreement. Such best

efforts shall include, without limitation, (i) special advertising prior to the release of the affordable units for sale indicating the availability thereof to low or middle-income households, and (ii) maintenance of a waiting list of low or middle-income households seeking housing opportunities in Landowner's development(s), notification of such persons (and any such households provided by the Housing & Redevelopment Manager for the City) prior to any release of affordable units, and the pre-release, by at least one day, of such affordable units to such notified households.

Upon the close of escrow for each sale of an affordable unit to a qualifying low or middle-income household, Landowner shall notify the Housing and Redevelopment Manager in writing of such sale and provide information verifying such qualification as low or middle-income

2.5.1.C City Subsidies for Affordable Purchase Units. Landowner agrees to provide all of the middle-income affordable purchase units (i.e., 88 units) and one-half of the low-income affordable purchase units (i.e., 81 units) without any subsidy from the City. Landowner shall provide the remaining 81 low-income affordable units only to the extent that City provides a subsidy (not to exceed \$24,000 per unit) so that the units will be affordable to low-income households. To the extent that City does not provide such a subsidy for any of the 81 units, Landowner agrees to offer each such unit for sale at market

price to middle-income purchasers, consistent with Section 2.5.1B(e), after which such units can be sold to the public at market price.

2.5.1.D Construction Cost Information.

Landowner agrees to make available to City any and all construction cost information necessary for City to ascertain the Landowner's construction cost for any given affordable purchase residential unit utilizing City subsidies.

2.5.2 Affordable Multi-Family Residential Units.

Landowner agrees to the designation of Parcel 14 for the development of 100 age restricted, multi-family units affordable to low-income and very low-income households. Prior to the approval of any residential lot final map (but not prior to the approval of the large lot final map unless the parties agree to do so), City and Landowner or Landowner's successor in interest shall enter into City's then current form Affordable Housing Development Agreement which shall set forth the obligations of Landowner and its successor in interest for the construction of, and City's and Landowner's commitment to providing subsidies for, said affordable units.

Residents in the multi-family units constructed on Parcel 14 will not be members of the Homeowners' Association, will not be required to pay a Homeowners' Association fee, nor

have access to the Homeowners' Association's private recreational facilities.

2.5.2.A Rough Grade/Stubbed Utilities.

Landowner shall, at Landowner's expense, rough grade Parcel 14 and stub all utilities to it (including a looped water system) as are necessary for its development two years from the date of this Agreement or when Parcel 14 is sold to a third person, whichever occurs first. Landowner at its expense shall provide an additional water line to Parcel 14 from Fiddymment Road at such time as the Pleasant Grove water line is extended to Fiddymment Road pursuant to section 3.11.2.A.

2.5.2.B Development In Phases. Nothing herein, nor in the subsequent Affordable Housing Development Agreement, shall preclude the development of Parcel 14 in phases or the splitting of Parcel 14 in order to accommodate requirements of potential and available funding sources and/or subsidies.

2.5.2.C Masonry Wall Installation. Landowner at its expense shall install a 6-foot masonry wall (measured from the single-family side) around the perimeter of Parcel 14 at such time that Landowner develops the single family lots or commercial adjacent and contiguous to Parcel 14, if the development of said lots occurs prior to the development of Parcel 14.

2.5.2.D Notice. Landowner shall provide notice in a form approved by the City to all prospective purchasers of property within 300 feet of Parcel 14 of the existence of Parcel 14 as low income and very low-income housing and that the building may be a maximum of three stories tall with balconies and windows. Prospective purchasers of other properties within Phase 2C shall be notified of the existence of Parcel 14 as low income and very low-income housing.

2.5.3 Affordable Multi-Family Residential Site Alternative. If City and Landowner agree that benefits to City and the individuals needing low-income and very low-income affordable housing would result from the development of an off site multi-family residential development affordable to very low-income persons, the parties may agree upon the development of an off site affordable multi-family residential development in lieu of Parcel 14. Provided, however, that the alternative site must receive all discretionary City approvals, including but not limited to approval of an affordable housing development agreement, before Parcel 14 is released as an affordable housing location.

For purposes of this section, benefits to City and individuals needing such affordable housing may include, among other things, 1) a reduction in the necessary City subsidy, 2) greater availability of subsidies, 3) earlier construction and therefore availability of affordable units for occupancy rather

than delivered over buildout of the project, and 4) construction of residential units affordable to more individuals needing such housing.

In the event the affordable multi-family units are moved off-site pursuant to this Agreement, Parcel 14 shall be developed as a market rate age restricted multi-family or attached unit site whose residents shall be members of the Homeowners' Association.

2.5.4 Effect of School Fees on Subsidy

Calculations. The parties acknowledge that if school mitigation fees higher than necessary were paid for the affordable units, the affordability of such units would be adversely affected and greater subsidies might be required from both parties in order to maintain affordability. Landowner agrees that it will not pay school mitigation fees on affordable units at a rate greater than that provided in Government Code section 65995.1(a) as the same currently exists or may hereafter be amended (single commercial rate) and that any such additional school fees shall not be included as construction costs in determining the cost to construct such housing. Any increase in subsidy required from the City due to a failure of the Landowner to comply with this provision shall be paid by the Landowner.

2.6 Golf Cart Circulation. To authorize the operation of golf carts on those public streets which are described in the Del [12/14/93 Execution Version]

Webb Specific Plan as proposed golf cart routes, City shall, within 12 months from date of this Agreement and to the extent permitted by law, designate all local residential streets and designated collector road crossings shown in the Del Webb Specific Plan for combined use by vehicles and golf carts. City may further prescribe rules and regulations pertaining to the operation of golf carts. To authorize those at-grade golf cart crossings of public streets which are described in the Del Webb Specific Plan as proposed golf course cart crossings, City also shall, within 12 months from the date of this Agreement and to the extent permitted by law, establish said crossings as golf course cart crossing zones. Landowner shall be responsible for providing, and the Homeowners' Association shall be responsible for the cost of repair and maintaining (including labor), all proper signs, markings and lighting as required by City and applicable law for golf course cart crossings. City shall submit an annual bill to the Homeowners' Association for such maintenance costs which the Homeowners' Association shall pay within 30 days.

2.7 Golf Ball Easements. Each parcel within the Project shall, by means of the Project CC&R's, be subject to a golf ball easement which expressly grants an easement permitting golf balls to enter onto each such lot from golf course play.

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

### Section 3. DEVELOPER OBLIGATIONS

3.1 Public Improvements To Be Dedicated, Constructed or Financed by Landowner. Landowner agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section at its expense, subject only to reimbursements or credits specified in this Agreement. Provided, however, that the City agrees to enforce specific performance of such obligations solely against the Developer.

3.2 Timing of Development, Connection and Mitigation Fees. Any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances, except as otherwise provided in this Agreement.

3.3 Phasing. Except as otherwise provided by this Agreement, public improvements to be constructed by the Landowner shall be completed by Project phase, as phases are defined by the Del Webb Specific Plan. Phases are shown on Exhibit C. Except as otherwise approved by the City Manager, no building permit shall be issued for any phase or subphase of the Project until all public improvements within all prior phases or subphases which are the responsibility of the Landowner have been completed and accepted by the City and all dedications of property located

in prior phases or subphases have been made and accepted by the City. Provided, however, that those parks where Landowner is responsible for wetland mitigation and maintenance during the monitoring period pursuant to Landowner's 404 permit from the U.S. Army Corps of Engineers ("the ACOE") issued under the Clean Water Act shall be dedicated, pursuant to section 3.4.4.

3.4 Parks and Open Space. Consistent with City's General Plan requirement for the provision of 9 acres of neighborhood, community and city-wide park land per 1,000 residents (consisting of 2.5, 1.5 and 5.0 acres respectively), Landowner shall dedicate to City certain park and open space lands, pay fees in lieu of park land dedication, pay fees for construction for park improvements and construct park improvements as set forth herein.

Landowner's total park acreage obligation is 56.7 park acres. In satisfaction of this requirement, Landowner shall dedicate a total of 123.2 acres including both active and passive use park acres (the latter category receiving partial credit towards satisfaction of park acreage requirements), and shall pay in-lieu fees for the equivalent of 18.8 acres. The dedications of park acreage and corresponding credits are as follows:

<u>Dedication</u>	<u>Size in Acres</u>	<u>Credit</u>
i) City-Wide Park (Parcel 43)	14.5 acres	100%
ii) School House Park		

	(Parcel 42)	8.5 acres	100%
iii)	Blue Oaks Park-North		
	(Parcel 41)	8.1 acres	100%
iv)	Blue Oaks South Preserve		
	(Parcel 47)	9.9 acres	10%
v)	Blue Oaks North Preserve		
	(Parcel 45)	17.6 acres	10%
vi)	Central Park Preserve		
	(Parcel 46)	69.6 acres	10%
	<b>Sub Total</b>	<b>128.2 acres</b>	<b>40.81</b>
			<b>acres</b>
	In Lieu Fee Payment	18.8 acres	18.8
			acres
	<b>Total</b>		<b>59.61</b>
			<b>acres</b>

3.4.1 Park Improvements. Landowner shall construct park improvements as provided in this section.

3.4.1.A Construction of Park Improvements.

Landowner shall construct and improve park facilities according to City approved Master Plans and City approved detailed construction plans, specifications, and drawings for Parcels 41, 42, 45 and 47. Such Master Plans shall be in general conformance with the park schematic plans attached to this Agreement as Exhibits D, E and F and with the obligations of Landowner as set forth in Landowners' 404 permit from the ACOE. Landowner shall complete the Master Plan for City's review by May 1, 1994. Landowner shall complete the specifications and construction drawings for each park not later than one year prior to the date when the respective park sites are required to be constructed.

City acknowledges that certain of the park parcels contain wetlands as designated on the park schematic plans, and that those parcels may be subject to certain deed restrictions (but not to the Project CC&Rs) in substantially the form shown in Exhibit G. Provided, however, that no such deed restrictions shall be placed upon said park parcels unless required in writing by the ACOE.

The construction of the park facilities for Parcel 42 shall be completed by the earlier of December 31, 1999 or the completion of Phase 3A; construction of the park facilities for Parcels 41 and 45 shall be completed by the earlier of December 31, 2003 or the completion of Phase 3D; and construction of the park facilities for Parcel 47 shall be completed by the earlier of December 31, 2003 or completion of Phase 3E.

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3.4.1.B Optional Park Improvements for Parcel

43. Landowner shall construct all wetland mitigation measures required by Landowner's 404 permit from the ACOE pursuant to the Clean Water Act. Landowner may, at its option and with the approval of the Parks and Recreation Director, construct additional park improvements along the northern portion of Parcel 43 and the southern alignment of Pleasant Grove Boulevard so as to enhance the entrance to the Project. Such improvements shall be at the Landowner's sole expense, without reimbursement to Landowner, and shall be consistent with the approved Master Plan for the park and Landowner's Tree Permit.

3.4.1.C Park Improvements for Parcel 46.

Except as provided in this section, Landowner shall have no obligation to provide park improvements to Parcel 46.

Landowner shall construct all wetlands mitigation measures required by Landowner's 404 permit from the ACOE pursuant to the Clean Water Act. Landowner shall construct post and cable or other access restrictions and barriers as specified in the Project Development Guidelines along the entire perimeter of the parcel and may construct post and cable access restrictions around wetlands mitigation areas as approved by the Parks & Recreation Director. Landowner may at its own option construct a pedestrian path system with post and cable access restrictions for Parcel 46 as approved or required by the Parks & Recreation Director and Fire Chief.

3.4.1.D Estimated Cost for Park Improvements.

The cost of construction of all park improvements to Parcels 41, 42, 45 and 47 specified in section 3.4.1 is currently estimated by the parties to be approximately \$1,071,000. Any increase in costs shall be borne by the Landowner and any savings in costs shall be realized by the Landowner. Landowner will pay only such fees or costs as the City itself would pay were it to construct the parks.

3.4.1.E No Neighborhood Park Fee or Tax. In

recognition of Landowner's construction of all neighborhood parks within the Del Webb Specific Plan Area, the City agrees not to impose either a neighborhood park fee or the Residential Construction Tax (Roseville Municipal Code Chapter 4.36) within the Project.

3.4.1.F City Approval Required. All

improvements constructed by Landowner in any City park (including without limitation by reason of enumeration all wetland mitigation improvements), except those improvements specified in the approved Master Plans and construction specifications pursuant to section 3.4.1.A, shall require the prior approval of the Parks & Recreation Director.

3.4.1.G Scope of Park Improvements. Park

improvements constructed by Landowner shall include (without

limitation by reason of enumeration) all street frontage improvements adjacent to the parks (equivalent to Landowner's obligation as defined in section 4.2.2.A), all utilities (except that Parcel 43 need only be provided utility stubs for all utilities), and all landscaping and irrigation necessary to serve the parks. For parcel 45, Landowner shall satisfy this street frontage improvement obligation by its construction of utilities and those road improvements set forth in sections 3.13.1.B and 3.13.1.C and the construction of a driveway and if necessary a median crossing from the then improved Blue Oaks Boulevard road section to Parcel 45. For parcel 43, Landowner shall execute a deferred improvement agreement pursuant to section 3.13.2.A.

Pedestrian/bicycle trail systems for all parks shall be a minimum of ten (10) feet wide and be constructed of asphalt or concrete as required by the Public Works Director/City Engineer, except that the pedestrian trails in the Central Park Preserve (Parcel 46) and Blue Oaks Park Preserve (Parcel 45) shall be six (6) feet wide and constructed of decomposed granite with post and cable access restrictions as shown in the Project Development Guidelines and Standards.

3.4.2 City-wide Park Fee. In recognition that the Project will generate lower population densities per dwelling unit than other developments within the City and in consideration of the lower population density within the Project relative to the City, City agrees to adjust its City-wide park fee applicable [12/14/93 Execution Version]

to the Del Webb Specific Plan. Landowner agrees to cooperate with the adoption of the adjusted fee, which shall not exceed \$612.90 per dwelling unit when adopted. Landowner acknowledges that the fee will be adjusted for inflation and may be adjusted by the City as the capital improvement program supported by the fee is adjusted. The payment of the city-wide fee on a per dwelling unit basis shall be in addition to the payment of a city-wide park dedication fee in lieu of dedication of park acreage as provided in this section.

3.4.3 Acquisition of Off-site City-wide Park. In lieu of dedicating all of the city-wide park acreage required by the General Plan within the Property, Landowner shall pay an in-lieu fee to the City to enable the City to acquire certain property adjacent to the Del Webb Specific Plan Area which will increase the size of the City's existing City-wide Mahany Park.

3.4.3.A SARES Property. The City has identified an off-site city-wide park site known as the "SARES Property" which is shown on Exhibit H. In-lieu fees paid by the Landowner shall be applied to the purchase of the SARES Property, and such payment shall constitute Landowner's satisfaction of 18.8 acres of park dedication required.

3.4.3.B In-lieu Fee Payment. The City has entered into an agreement to purchase the SARES Property from its

current owner. Landowner shall, not later than March 21, 1994, pay to the City the sum of \$828,180.00 for the purpose of such acquisition.

Provided, however, that in the event that a third person files a legal action challenging the validity of the EIR within thirty (30) days of the posting of the Notice of Determination for the EIR, then Landowner may withhold the payment during the pendency of that action. Both parties will cooperate to ensure that current City option to acquire the SARES Property is extended, however, any cost of extending the option or increase in purchase price shall be paid by Landowner.

In the event the option is not extended, Landowner agrees upon successful termination of the litigation to acquire the SARES Property at its cost for the benefit of the City. City shall, if necessary, utilize the eminent domain authority pursuant to Section 7.12 to assist Landowner, provided, that all costs shall be borne by the Landowner.

3.4.4 Timing of Park Dedications. Park dedications shall occur upon the earlier of demand of the City or:

a. Completion by Landowner of all required improvements and acceptance of such improvements by the City as to Parcels 41, 45 and 47.

b. Completion by Landowner of all required improvements, acceptance of such improvements by the City, and expiration of the monitoring and success periods for wetlands

mitigation pursuant to Landowner's 404 permit from the ACOE pursuant to the Clean Water Act, as to Parcels 42, 43, 45, and 46. Provided, however, that as to Parcel 43, City shall not make any such demand prior to January 31, 1997.

3.4.5 Maintenance by Homeowners' Association. The Homeowners' Association shall be responsible for maintenance of various public open space areas as provided in this section.

3.4.5.A Central Park Preserve. Parcel 46 shall be dedicated in fee to the City as a permanent public open space area or park preserve. It shall, however, be permanently maintained by the Homeowners' Association, including without limitation, maintenance of all wetlands mitigation as required by the 404 permit issued to Landowner by the ACOE pursuant to the Clean Water Act and those standards set forth in Exhibit I. City agrees to accept Parcel 46 subject to such restrictions as may be required by the ACOE and to grant the Homeowners' Association an encroachment permit for the purpose of conducting maintenance on said Parcel.

3.4.5.B Park Sites. Portions of Parcels 41, 42, and 45, which are to be improved by the Landowner in accordance with this Agreement and dedicated in fee to the City as park sites, and a portion of Parcel 43 which is to be dedicated in fee, but not improved by Landowner, contain wetlands mitigation

areas required by Landowner's 404 permit as indicated on Exhibit J. Those areas shall be permanently maintained by the Homeowners' Association as required by the 404 permit issued to Landowner by the ACOE pursuant to the Clean Water Act and those standards set forth in Exhibit K.

3.4.5.C Median and Landscape Areas. Median and landscape corridor areas along and within the Project's interior and exterior streets as shown on Exhibit L and to be constructed by Landowner shall be improved and landscaped by the Landowner (utilizing reclaimed water) in accordance with the Development Guidelines and Standards and applicable reclaimed water regulations and a landscape easement and PUE over them shall be dedicated to the City. The landscaping and irrigation shall be permanently maintained by the Homeowners' Association. In addition to comply with the Development Guidelines and Standards, such maintenance shall, at a minimum, include those standards set forth in Exhibit M.

3.4.5.D Indemnity and City Maintenance. The Project CC&R's shall contain provisions, satisfactory to the City Attorney, relating to the indemnity of the City by the Homeowners' Association for any liability arising out of the negligence of the Homeowners' Association or the failure of the Homeowners' Association to adequately maintain any of the areas required to be maintained pursuant to this Agreement, including

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without limitation by reason of enumeration any liability arising out of a failure to maintain wetlands mitigation required by the ACOE, except where such liability arises out of the active negligence of the City. If the Landowner or Homeowners' Association has failed to provide the maintenance, the City may, after ten (10) days notice to the Landowner and the Homeowners' Association, at its sole option enter onto the Property and perform such maintenance in which case the City may at its option recover 150% of its costs of doing so from the Landowner or the Homeowners' Association if, in the City's opinion, the Homeowners' Association has failed to commence and to diligently prosecute such maintenance within the said ten (10) day period.

3.4.6 Letter of Credit. In order to assure the maintenance of those parks, medians, landscape corridors and wetland mitigation areas to be maintained by the Homeowners' Association, Landowner agrees to provide, or to cause the Homeowners' Association to provide, to City a letter of credit in the amount of \$125,000 in a form approved by the City Attorney prior to the approval of any final subdivision map (whether the large lot subdivision map or a residential lot subdivision map). Landowner may, with the approval of the City Attorney, provide another type of security device if such alternative provides comparable liquidity.

The letter of credit shall meet the following criteria:

a) The letter of credit must be a true "Standby Letter of Credit," and not a "set aside letter".

b) The letter of credit must state on its face that it is a "clean" letter of credit and not a documentary letter of credit.

c) The letter of credit must state on its face that it is "irrevocable", regardless of whether or not it is subject to the Uniform Customs and Practice for Documentary Credits ("U.C.P.") promulgated by the International Chamber of Commerce on Banking Technique & Practice pursuant to UCC section 5-106(2).

d) The letter of credit must be a "payment credit", obligating the issuer to honor a draft on sight, and not an "acceptance credit". The letter of credit must be honored upon presentation to the issuer of a letter from the City Manager or other authorized official of the City stating that the account party (the Landowner or the Homeowners' Association) is in default of its obligations to the City secured by the letter of credit.

e) The letter of credit must be either issued by and presentable to a bank located within Roseville or presentable to a "confirming" bank within Roseville.

f) The letter of credit may not incorporate the terms of this underlying Agreement, although it may refer to this Agreement as being the obligation it secures.

g) The letter of credit shall include a term that the City may recover its reasonable attorney's fees in any action based upon dishonor of the letter of credit.

Landowner agrees that it or the Homeowners' Association shall maintain a current letter of credit in accordance with this section throughout the term of this Agreement. In the event that a letter is not renewed on or before two months prior to any expiration date which it may have, City may in its sole discretion and without prior notice present the letter of credit to the letter of credit issuing party and may thereafter hold the cash (without interest to the account party) as security in lieu of the letter of credit.

Any failure to maintain a letter of credit as required by this section shall be deemed to be a material breach of this Agreement.

3.4.7 Entire Park Land Obligation. The City agrees that provisions of the Del Webb Specific Plan and the provisions, and commitments contained herein satisfy the General Plan park obligations for neighborhood, community and City-wide parks related to development of the Project. Landowner acknowledges that, as with all City fees, City retains the right to adjust its park mitigation fees or residential construction tax.

3.5 School Fee Agreements. Landowner has agreed via separate written agreement with each affected school district to pay mitigation fees to the Roseville City Elementary School District, Roseville Joint Union High School District and Dry Creek Joint Union Elementary School District. Provided, however, [12/14/93 Execution Version]

that Landowner shall pay no more than single "commercial rate" Sterling fees (pursuant to Government Code section 65995.1) for any of the affordable units, as provided in section 2.5.4.

Any modification to the Project which would cause all or any part of it to be developed as a non-age restricted or conventional residential project will require approval by the City. Landowner shall be responsible for the cost necessary for any environmental analysis of such modification, including impacts relating to schools, and for the mitigation of those impacts. Landowner at that time shall pay the non-age restricted school mitigation payment, adjusted for inflation, as described in the school mitigation agreements with the affected districts.

### 3.6 Declaration of Covenants, Conditions and Restrictions.

Prior to approval of any final subdivision map, (whether the large lot subdivision map or a residential lot subdivision map), the Landowner shall record at its expense a Declaration of Covenants, Conditions and Restrictions ("the Project CC&R's"), in a form approved by the Planning Director and City Attorney of City.

3.6.1 Minimum Provisions of Project CC&R's. The Project CC&R'S shall, at a minimum provide for: (1) Maintenance of Central Park Preserve (Parcel 46), maintenance of wetlands areas in other parks (Parcels 41, 42, 43 and 45), and maintenance of landscape medians and corridors in accordance with Design [12/14/93 Execution Version]

Guidelines as adopted by the Homeowners' Association which shall at a minimum comply with the standards set forth in this Agreement, including standards for such maintenance; (2) waivers and defense, indemnity and hold harmless provisions in favor of City as required by this Agreement and maintenance of insurance as required by section 3.6.5; (3) provisions for City maintenance of conservation easements, parks, medians, landscape corridors and wetlands areas in the event of a failure to do so by the Homeowners' Association, including penalty and letter of credit provisions as provided in this Agreement; (4) provisions for maintaining City Hall Annex and library computer hook-ups in the private Project recreational facilities; (5) provision by Homeowners' Association of a Project van/shuttle service; (6) agreement to comply with reclaimed water operations provisions of this Agreement; (7) maintenance by the Homeowners' Association of all BMPs required by the SWP3 as provided by section 3.10.2.A; (8) residency age restrictions consistent with Civil Code section 51.3; (9) payment by the Homeowners' Association of the cost of maintaining golf course cart crossings and signage; (10) golf ball easements; (11) a requirement that electric service be provided solely by the City of Roseville and advising future owners of the existence of the City electric PUE along Fiddymont Road and the fact that a 60 kV overhead power line may be constructed there; (12) a provision providing that the Project CC&R's do not apply to the City as an owner of any property; (13) provisions restricting the transfer of common area property; (14)

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provisions requiring that dwelling units comply with the electrical efficiency standards of section 3.9.7; and (15) provisions requiring the approval of the City prior to modification of any City required provisions.

The listing of a required provision in this section shall not act to modify an other, more specific, description of the required provision elsewhere in this Agreement.

3.6.2 Nonapplicability to City Property. The Project CC&R's shall not apply to any land or easement dedicated to the City.

3.6.3 Survival of Covenants. All agreements on behalf of the Homeowners' Association or provisions of the Project CC&R's shall survive the termination of this Agreement.

3.6.4 Homeowners' Association. Concurrently with the recordation of the Project CC&R's, the Landowner shall provide evidence, satisfactory to the City Attorney, that the Homeowners' Association has been formed and is operating.

3.6.5 Insurance. The Homeowners' Association shall, at a minimum, maintain a policy of commercial general liability insurance in an amount not less than two million (\$2,000,000) dollars covering property damage, bodily injury (including death) and personal injury arising out of a single

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occurrence. Such insurance shall, with respect to matters arising out of this Agreement, name as additional insureds the City of Roseville, its officers, agents, and employees, and shall provide that the insurance is primary coverage as to such additional insureds. Not later than 270 days after the date of this Agreement, the Homeowners' Association shall submit a certificate of insurance on the City's then standard insurance certificate form evidencing such coverage and shall thereafter maintain a current insurance certificate on file with the City.

Every five (5) years, the policy limits of the required insurance shall be adjusted as required by the City Attorney so as to reflect approximately the same degree of coverage as is then required by the City of general contractors under contract for public works projects.

Failure of the Homeowners' Association to maintain insurance or provide insurance certificates as required by this section shall constitute a material breach of this Agreement.

3.7 Dedication to City. Landowner agrees to obtain and dedicate to City without cost all property, rights-of-way and easements for the construction of the streets, utilities or other improvements required for the implementation of the Del Webb Specific Plan.

3.8 Fire Station. Upon demand of the City, Landowner shall dedicate Parcel 51 to the City for use as a fire station.

3.8.1 Interim Facility. Three (3) years from the issuance of the first building permit in any Phase of the Project, or prior to the issuance of the 1,500th building permit in all Phases of the Project taken together, whichever occurs first, Landowner shall either construct the improvements specified in section 3.8.2 or construct a temporary fire station facility along Pleasant Grove Boulevard at a location in Mahany Park agreed to by Landowner and City. The portion of the facility which houses fire department personnel may, at Landowner's election, be either a permanent facility or a temporary, leased facility. Provided, that City may, at its discretion, elect to pay to the Landowner the difference, if any, between the cost of constructing a permanent facility and leasing a temporary facility and, upon such payment, Landowner shall construct the permanent facility. The nature and extent of such facilities shall be specified by the City, but shall be generally in conformance with the specifications in Exhibit N of this Agreement.

3.8.1.A Retention of Interim Facility by City.

The City shall retain any such temporary fire station improvements not subject to any lease as described in section 3.8.1 which it desires after completion of the permanent fire station. Landowner shall, at its expense, remove such temporary

fire station improvements as City may direct within ninety days of a request to do so.

3.8.2 Permanent Facility. Prior to the issuance of any building permits for Phase 3 of the Project, six (6) years from the issuance of the first building permit in any Phase of the Project, or the issuance of the 3,000th building permit in all Phases of the Project taken together, whichever occurs first, Landowner shall construct at its sole expense the road improvements specified in sections 3.13.1.A and 3.13.1.B and Del Webb Boulevard from Blue Oaks Boulevard to Fiddymont Road and Sun City Boulevard from Del Webb Boulevard to Pleasant Grove Boulevard and infrastructure (including without limitation by reason of enumeration, all electric, gas, water, sewer, telephone, and cable connections) required for the City to construct a permanent fire station facility on Parcel 51. Provided, however, that the City Council may, in its discretion pursuant to Roseville Municipal Code Section 14.12.030 allow construction of the permanent facility without public sewer being available. If the City Council permits such construction, Landowner shall pay the cost of whatever temporary arrangements for sewerage are made (both capital cost and operating cost) and shall connect the fire station to the public sewer when it becomes available pursuant to this section

City agrees to waive city imposed utility connection fees (except for the regional sewer connection fee) applicable to such

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utility extensions such that Landowner will pay only such fees as City itself would pay were it to construct the utility extensions.

3.8.3 Alternative Permanent Facility. City may determine to locate the permanent fire station off-site. If City determines to do so, Landowner shall dedicate Parcel 51 to City for Park and/or open space use upon City's demand to do so.

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

3.9.1 Electric Substation. Landowner, upon demand of City based upon service needs, shall convey Parcel 52 to City consisting of approximately .5 acres (with minimum dimensions of 150' x 150') for use as an electrical substation. This parcel shall not overlap any easements, except as approved by the Electric Utility Director.

Landowner, concurrently with dedication of the substation site, shall also convey an easement of ten (10) feet in width with a minimum of forty (40) feet turning radius off of Fiddymment Road over Parcel 21 along and adjacent to the boundary between Parcel 52 and Parcel 21 for the purposes of ingress and egress to the substation.

3.9.2 Public Utility Easements. Upon approval of the final large lot subdivision map (or any phase of it), or demand of the City based upon service needs, whichever occurs first, Landowner agrees to grant and convey to City a joint public utility easement/Landscape easement for public utility and landscape setback purposes along Fiddymment Road, Sun City Boulevard, Pleasant Grove Boulevard, Del Webb Boulevard and Blue Oaks Boulevard and for public utility purposes along other streets as shown on Table 4-1 and Figs. 4-3 through 4-9 of the Del Webb Specific Plan. Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility purposes 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.

Landowner shall include a notice in the Project CC&Rs and its sales documentation advising adjacent property owners of the existence of the PUE along Fiddymment Road and that the City may utilize it to construct a 60 kV overhead electric power line.

3.9.3 Electrical Subtransmission Easements. Unless previously dedicated to the City by third persons as a part of other development, upon demand of the City based upon service needs, Landowner agrees to acquire, grant and convey to City

additional public utility easements (some of which may be located off-site) in a width of twenty-five (25') feet as follows:

1) Adjacent to and on the east side of the proposed Fiddymment Road right-of-way, beginning at the point where Fiddymment Road intersects with the southern edge of the Western Area Power Administration 230 kV transmission lines and ending at the northeast corner of the intersection of Fiddymment Road and Pleasant Grove Boulevard.

2) Adjacent to and on the north side of Blue Oaks Boulevard from the point where Blue Oaks Boulevard intersects with Foothills Boulevard and ending at the point where Blue Oaks Boulevard meets Fiddymment Road excluding the dedicated landscape/PUE on site. Landowner shall acquire, grant and convey necessary anchor easements and clearance easements which are necessary to allow for the existing subtransmission circuit to be transitioned from the south side of Blue Oaks Boulevard to the north side of Blue Oaks Boulevard.

#### 3.9.4 On-Site Electric Utility Improvements.

Concurrently with the construction of the adjacent roadways, Landowner agrees to construct or finance the construction as [12/14/93 Execution Version]

directed by the Electric Utility Director of on-site electric distribution facilities shown on Exhibit O, attached hereto. The parties agree that Exhibit O is conceptual and preliminary in nature and that Landowner will construct or finance construction of electric distribution facilities in accordance with City of Roseville Electric Utility Department Specifications for Commercial Construction. Final on-site electric utility improvements will be designed upon receipt of approved and adopted improvement plans for the Del Webb Specific Plan.

3.9.5 Off-Site Electric Utility Improvements.

Concurrently with the construction of the Phase 1 roadways, Landowner agrees to construct or finance construction as directed by the Electric Utility Director of off-site electric distribution facilities as shown on Exhibit P. Such construction shall be completed by May 1, 1996. Provided, however, that Landowner need not construct the first 660± lineal feet of trench and associated electric main line along the east side of Foothills Boulevard, north of Junction Boulevard if such line has been installed by third persons. Landowner shall, however, construct or finance construction of the remaining 560± lineal feet of such trench and associated electric line as directed by the Electric Utility Director.

3.9.6 Streetlights. Concurrently with the construction of the adjacent roadways, Landowner agrees to

construct or finance construction as directed by the Electric Utility Director of electrical facilities to serve all streetlights within the Property and that no street shall be opened to the public unless and until streetlights have been installed in accordance with the Del Webb Specific Plan and applicable requirements of the Electric Department.

3.9.7 Electricity Efficiency. In order to balance conservation efforts with energy supplies, the Project shall comply with the following:

1. Residential air conditioning units shall have a Seasonal Energy Efficiency Ratio (SEER) of 2 points above minimum as defined in Federal Regulations (10 Code of Federal Regulations Section 430.2 (1991)) adopted by the State of California in Title 24 of the Code of California Regulations. The SEER rating will be specified on Building Plans and Title 24 compliance certificates at the time Building Permits are requested. As of the date of this Agreement, the applicable standards would require an increase of SEER Rating from 10 to 12.

2. If the Landowner demonstrates to the satisfaction of the City that the retail cost to achieve the requisite SEER rating exceeds the Efficiency Cost defined below,

the City shall at its option either participate in such cost to the extent it exceeds the Efficiency Cost or the City's Electric Utility Director shall adjust the requirement of achieving a two-point increase in the SEER rating such that the Landowner is not required to achieve reductions that would exceed the Efficiency Cost. The "Efficiency Cost" is the retail cost to achieve the requisite increase in SEER rating, as determined at the time of the first application for a Building Permit in the Property, adjusted for escalation by the ENR Construction Cost index, as determined by the City.

3. Landowner shall market through its Project sales office other electricity efficiency options offered by the City. These would be options the prospective homeowner could select for inclusion during construction. Examples are: air conditioner cyclers, increased insulation, sun screens and compact fluorescent lighting.
4. This section may be amended pursuant to section 1.7 by substitution of other equivalent measures upon agreement between the Landowner and the City, provided that the amended provisions will achieve effects comparable to the provisions which they replace.

3.9.8 P.G.&E. Facilities. Landowner agrees that all electric service within the Property and the area to be annexed pursuant to the Del Webb Specific Plan shall be provided by the City of Roseville. Landowner agrees to cause P.G.&E. to remove all existing electric power lines within the Property and the area to be annexed pursuant to the Del Webb Specific Plan within 18 months of the date of this Agreement, and to cause the relinquishment of any P.G.&E. service area rights within the Property and the area to be annexed pursuant to the Del Webb Specific Plan by purchase or condemnation within two (2) years of the date of this Agreement.

If Landowner is required to expend more than \$50,000 to remove the service area designation, City agrees to reconsider such requirement. This dollar limitation does not include any amounts necessary to remove electric power lines.

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

3.10.1 Master Drainage Plan. Prior to approval of improvement plans for the Project, Landowner shall prepare a Master Drainage Plan to the satisfaction of the Public Works Director/City Engineer.

3.10.2 Other Agency Approval. Prior to approval of the Master Drainage Plan or issuance of any building or grading

permit, Landowner shall obtain, at Landowner's 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, and the U.S. Army Corps of Engineers. Prior to the issuance of any building permit or grading permit, Landowner shall also obtain, at Landowners' expense, any necessary permits and agreements from the California Department of Fish & Game.

Landowner shall prepare and implement a Storm Water Pollution Prevention and Monitoring Plan (SWP3), and shall construct and maintain Best Management Practices (BMPs) in accordance with the SWP3 as approved by the Regional Water Quality Control Board (RWQCB) concurrently with the construction of any improvements. Landowner shall obtain a permit from the RWQCB for the General Construction Storm Water Permit Compliance Program prior to the start of any construction, including grading.

3.10.2.A Homeowners' Association Maintenance.

The Project CC&R's shall provide that the Homeowners' Association shall maintain all basins and other BMPs required by the SWP3. In the event the Homeowners' Association fails to do so, City may, at its sole option after ten (10) days notice to the Homeowners' Association, if the Homeowners' Association has failed in City's opinion to commence and to diligently prosecute

such maintenance with said ten (10) day period, enter onto the Property and perform such maintenance, in which case the City shall be entitled to recover 150% of its cost of doing so from the Homeowners' Association. Provided, however, that in the event of an emergency as determined by the Public Works Director/City Engineer, no prior notice shall be required.

3.10.3 Storm Drains. Landowner shall construct storm drain mains and laterals in accordance with the City's then current improvement standards as required by the Public Works Director/City Engineer and shall provide laterals to serve all parcels on the Property, including but not limited to commercial, multi-family, church, fire station, and park sites. Storm drain laterals serving each parcel shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains which serve that parcel. Landowner may use "cast in place" pipe for storm drains which are 24" in diameter or larger subject to the approval of the Public Works Director/City Engineer.

3.10.4 Conservation Easement. Landowner shall, prior to approval of the final large lot subdivision map, grant to City a conservation, habitat preservation, flow and maintenance easement over all areas of the Property within the 100 year "future" floodplain as determined by the Public Works Director/City Engineer, including those adjacent areas required

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for access to said easement. The easement shall restrict the use of the burdened property to those open space uses which (with the exception of permitted on site flood water detention) will not restrict the flow of flood waters and allow the City to maintain such flow at the Homeowners' Association's expense after ten (10) days notice if in the City's opinion the Homeowners' Association has failed to commence and to diligently prosecute such maintenance within said ten (10) day period. Provided, however, that no notice from City is required in those situations determined by the Public Works Director/City Engineer to be an emergency. If the City is required to undertake any such maintenance, it may at its sole option recover 150% of its cost of doing so from the Homeowners' Association.

3.10.4.A Waiver of Claims for Golf Course Damage.

Landowner, on behalf of itself and the Homeowners' Association, waives any claim against the City for damage to the golf course arising out of City's entrance upon the Golf Course to perform maintenance pursuant to the conservation easement and this section. Provided that City shall exercise reasonable care to avoid causing unnecessary damage.

3.11 Water System Improvements. Landowner shall provide improvements to the potable water system as provided in this section.

3.11.1 Financing of Water Supply.

3.11.1.A Citywide Improvements. The parties acknowledge that City will find it necessary to make certain improvements for the transport of additional water to the City to meet the needs associated with the Project and needs associated with the buildout of the General Plan. Such improvements may include either transport of raw water from Folsom Lake to the existing water treatment plant or treated water from the Placer County Water Agency. In either case, Landowner agrees to pay its fair share of a citywide financing mechanism established to pay for the cost of such additional water.

3.11.1.B Water Connection Fees. Landowner acknowledges that City will be required to make certain improvements to its potable water system for the transport of water to the Property which are not appropriately borne by the entire remainder of the City, including (without limitation by reason of enumeration) the Project's pro rata share of the cost of construction of the 54" water main along East Roseville Parkway from Taylor Road to Harding Boulevard, a 12 million gallon reservoir in the North Industrial Area, and expansion of the water treatment plant from 48 MGD to 96 MGD. These improvements will be paid for by an increase in the current city wide water connection fee and/or by the imposition of an additional water special benefit area connection fee. Landowner

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agrees to participate in and pay such water connection fees when adopted by the City.

3.11.2 Water Line Construction. Landowner shall construct and dedicate three major water lines to the Project, as shown on Exhibit Q. Landowner shall construct a flow monitoring station at each major water system connection point into the Project at locations approved by the Environmental Utilities Director. Each station shall provide telemetry to the City regional wastewater treatment plant and from there to the City Corporation Yard as required by the Director.

3.11.2.A Pleasant Grove Boulevard. Landowner shall construct a 24" diameter water line from the intersection of Pleasant Grove Boulevard and Woodcreek Oaks Boulevard to the intersection of Sun City Boulevard and Pleasant Grove Boulevard with connection to the existing 36" diameter water line at Woodcreek Oaks Boulevard. The water line shall be constructed prior to the issuance of any building permit. Landowner shall also construct a 16" diameter extension of the water line from Sun City Boulevard to Fiddymment Road. The water line west of Sun City Boulevard need not be constructed until greater than 15,000 square feet of buildings on Parcel 21 (the commercial site on Pleasant Grove Boulevard) have received building permits.

3.11.2.B Woodcreek Oaks Subdivision Connector.

Landowner shall construct a 12" diameter line from Del Webb Boulevard to an existing 12" diameter line at the intersection of Calle Las Casas and Avenida Martina in the Woodcreek Oaks Subdivision. This line shall be constructed prior to the issuance of any building permit.

3.11.2.C Blue Oaks Boulevard. Landowner shall construct a water line beginning at the planned reservoir site near Blue Oaks Boulevard and Washington Boulevard along Blue Oaks Boulevard to Fiddymment Road. This line will be a 24" diameter line which will transition in size to a 16" diameter line at a point designated by the Environmental Utilities Director. The portion of the line west of Del Webb Boulevard may be deferred until construction of Parcel 20 (the commercial site on Blue Oaks Boulevard), and may be internalized within the Project's on-site water system if approved by the Environmental Utilities Director.

Other portions of the line shall be constructed upon the earlier of demand of the City based upon system needs or when Project water demand equals or exceeds 7 feet per second velocity in the Woodcreek Oaks Subdivision Connector, on peak demand days, measured with the Pleasant Grove Boulevard Connector turned off. Those portions of the line east of Foothills Boulevard may require additional environmental analysis, the cost of which shall be paid by Landowner, unless that portion of the line is

constructed by third persons who provided the analysis pursuant to section 3.11.2.E.

Prior to the approval of a final subdivision map (either the large lot subdivision or any residential lot subdivision), Landowner shall provide a security, in a form approved by the City Attorney, in the amount of \$1,500,000 which security shall guarantee construction of the Blue Oaks Boulevard water line and the on-site water main in Del Webb Boulevard.

City agrees that the Blue Oaks Boulevard water line will not be included in the water connection fees charged to the Landowner pursuant to section 3.11.1.B.

3.11.2.D Loop System. Notwithstanding any other provision of this Agreement, unless fire flows are maintained and a non-loop system is approved by the Environmental Utilities Director, all areas of the Project shall at all times be supplied by a loop system with the exception of cul-de-sacs.

3.11.2.E Reimbursement of Third Persons. In the event that any of the water lines specified by this Section 3.11 are constructed by third persons for development unrelated to the Project, Landowner agrees that at the time of design for construction it shall provide to the City security acceptable to City for Landowners' pro-rata share of the cost of construction, so long as such water lines are sized so as to serve the Project.

Landowner shall pay such third persons upon acceptance of the water line by the City.

3.11.3 Oversized Water Line Construction. At the sole option of the City, all or any of the Blue Oaks Boulevard water line required by section 3.11.2.C or the Pleasant Grove Boulevard water line required by section 3.11.2.A, or the Del Webb Boulevard/Sun City Boulevard water line required by section 3.11.4 and shown on Exhibit R shall be increased in size as required by this section and section 3.11.3.B.

3.11.3.A Multiple Bids Required. Landowner shall obtain bids for constructing the water lines both as required by sections 3.11.2.A, 3.11.2.C, and 3.11.4 and as required by this section. Landowner shall give City at least 30 days written notice of the bid amounts prior to beginning construction during which time the City shall determine which size line shall be constructed.

3.11.3.B Increased Sizes. The Blue Oaks Boulevard water line shall be expanded from a 24" diameter line transitioning to a 16" diameter line so that it is (in City's discretion) up to a 42" diameter line transitioning to a 30" diameter line. The Pleasant Grove Boulevard water line shall be expanded from a 16" diameter line west of Sun City Boulevard to a 24" diameter line west of Sun City Boulevard. The Del Webb

Boulevard and Sun City Boulevard water lines shall be expanded 4" in diameter beyond the size ultimately determined in accordance with section 3.11.4, and shall additionally be adjusted upwards to correspond with standard City pipe sizes (as such standard sizes may be amended) as required by the Environmental Utilities Director.

3.11.3.C City Payment. Upon acceptance of a water line which has been constructed to an increased size pursuant to this section, Landowner shall be responsible for its proportionate share of the cost of the larger water line. The share shall be determined by the ratio between the total number of dwelling unit equivalents ("DUE") which will be served by the water line compared to the number of DUEs which will be served by the water line in the Project, as such DUEs are determined by the Environmental Utilities Director. The City shall pay to the Landowner the incremental cost of the increased size water line.

3.11.4 On-site Water Lines. Landowner shall construct all on-site water lines, including those major transmission mains shown on Exhibit Q. All such improvements, including mains and flow monitoring stations, shall be constructed pursuant to the City's Improvement Standards and the North Central Roseville Specific Plan construction specifications. Sizing of pipes shall be determined in accordance with the General Plan Update Water Systems Study to be [12/14/93 Execution Version]

completed by the Spink Corporation and pipe sizes shall be adjusted upwards to correspond with standard City pipe sizes (as such standard sizes may be amended) as required by the Environmental Utilities Director. Pipe sizes shall reflect adequate capacity to internalize a 12" diameter water line from Pleasant Grove Boulevard and Fiddymment Road to Blue Oaks Boulevard and Fiddymment Road.

3.11.5 Back-up Potable Water Well. In order to provide emergency back-up to the City's water system, Landowner shall dedicate to City in Phase 1A a ground water well site at a location within the Project chosen by Landowner and approved by the Environmental Utilities Director. The site shall be approximately 50 feet by 50 feet and shall be accessible by truck. Subject to the approval of the Environmental Utilities Director, Landowner may construct the well, in which case Landowner shall receive a credit against water connection fees up to the cost of construction as determined by the Director.

3.11.6 No Water Softeners. No water softeners shall be used within the Project, except for those approved by the Environmental Utilities Director. The Project CC&Rs shall include this prohibition.

3.12 Sewer Improvements. Landowner shall provide improvements to the sewer system as provided in this section, and  
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as shown on Exhibit S. All sewer improvements shall be consistent with the requirements known at the time of improvement plan approval of the future Regional Wastewater Master Plan pursuant to the Montgomery Watson report. Landowner acknowledges that said report is currently tentative, and that the improvements required, including location and pipe size required, may change. Landowner, in order to receive City's approval of the Project at this time, agrees to be bound by the reasonable requirements of the Environmental Utilities Director to make sewer improvements, and acknowledges that required pipe sizes will be such so as to make possible the future elimination of City pump stations numbers 2, 3 and 4 and the Woodcreek Oaks pump station.

3.12.1 Design Standards. Sewer improvements shall conform to this section.

3.12.1.A Improvement Standards. Sanitary sewer design and construction shall follow City's Improvement Standards. All sewer system improvements shall include protection from hydrogen sulfide generated corrosion.

3.12.1.B Force Mains. The Project force mains shall be constructed prior to issuance of any occupancy permits and shall discharge into the existing manifold structure near Pump Station no. 2. Force and trunk mains shall have flow

monitoring at locations approved by the Environmental Utilities Director, with telemetry provided to the City regional wastewater treatment plant and from there to the City corporation yard as required by the Director.

3.12.1.C Access to Manholes. All manholes shall be located so that they are accessible by truck.

3.12.2 Pump Stations. Except as provided in Section 3.8.2, Landowner shall dedicate two pump station sites and construct pump stations on each in accordance with the provisions of this section.

3.12.2.A Fiddymment Road Pump Station. Upon demand of the City, Landowner shall dedicate a pump station and storage site of a size required by the Environmental Utilities Director (currently estimated by the parties to be 1/3 acre) located in (or, with the approval of the Environmental Utilities Director, near) the Project golf course's maintenance yard and as approved by the Environmental Utilities Director. The storage area may be relocated to the water well site if approved by the Community Development Director. Landowner shall construct a pump station on the pump station site, consistent with City's current pump stations no. 2 and no. 4, which pump station shall be complete and operational to the satisfaction of the Environmental

Utilities Director prior to issuance of a certificate of occupancy for any residence in the Project.

3.12.2.B Blue Oaks Pump Station. Upon demand of the City, Landowner shall dedicate a pump station site of which the minimum dimension shall be twenty (20') feet plus double the depth of the wet well. The pump station shall be consistent with the City's Woodcreek Oaks Pump Station and as approved by the Environmental Utilities Director. The location of the site shall be along Blue Oaks Boulevard and oriented such that the pump station can be eventually eliminated when a trunk gravity main is extended from City's Pump Station #2. Except as provided in Section 3.8.2, Landowner shall construct a pump station on the site in Phase 3E prior to the issuance of any building permit in Phase 3E, six (6) years from the issuance of the first building permit in any phase of the Project, or prior to the issuance of the 3,000th building permit in the Project, whichever occurs first.

3.12.3 Inclusion in Sewer Special Benefit Area no. 2. Improvement plans for the Project will be designed such that sewerage shall utilize the 30" manifold structure associated with City's pump station no. 2. Landowner agrees that the Property shall be subject to the fees associated with Sewer Special Benefit Area no. 2 and its level 2 surcharge, as such now exist or may hereafter be amended.

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3.12.4 Gravity Main Oversizing. At the sole option of the City, the gravity sewer main required by section 3.12 which runs from the Fiddyment Road pump station to the eastern edge of the Project at Pleasant Grove Boulevard shall be increased in size as required by this section.

3.12.4.A Multiple Bids Required. Landowner shall obtain bids for constructing the gravity main both as required by Section 3.12 in order to serve only flows generated by the Project and as required by this section. Landowner shall give City at least 30 days written notice of the bid amounts prior to beginning construction, during which time the City shall determine which size lines shall be constructed.

3.12.4.B Increased Sizes. The gravity sewer main shall be increased in size from that necessary to accommodate flows generated only by the Project to that size necessary to accommodate both the flows generated by the Project and flows necessary to eliminate City pump stations 2, 3, and 4 and the Woodcreek Oaks pump station. For purposes of approximation only, the parties acknowledge that the current estimate of the difference in cost of constructing the gravity sewer main is \$1.2 million dollars.

3.12.4.C City Payment. Upon acceptance of the gravity sewer main, if it has been constructed to the increased

size at City's request, the City shall pay to the Landowner the difference in the bid prices between the original size sewer main necessary to serve the Project and the increased size sewer main.

3.13 Road Improvements. Landowner, at its expense, shall provide the following road improvements as provided in this section. Road improvements, including intersections immediately adjacent to and within the Property, shall comply with the City's then current Improvement Standards. Approaches to intersections on Blue Oaks Boulevard, Pleasant Grove Boulevard, Sun City Boulevard, Del Webb Boulevard, and Fiddymont Road shall consist of separate lanes for each type of traffic movement for the intersections, as shown on Exhibit T.

3.13.1 Blue Oaks Boulevard.

3.13.1.A East Project Boundary to Foothills Boulevard. Landowner shall construct the two southerly 12-foot travel lanes, two 4-foot bike lanes, 4-foot wide gravel shoulders and drainage swales.

3.13.1.B East Project Boundary to West of Del Webb Blvd. Landowner shall dedicate 100-foot wide right-of-way and construct the southerly one-half of a standard six-lane arterial street consisting of 40 feet of pavement, curb and gutter (at the ultimate six-lane location), median curb and

eight-foot wide meandering sidewalk along the south side from the eastern boundary of the project to a point approximately 800 feet west of the future intersection of Blue Oaks and Del Webb Boulevards, including a 14-foot wide landscaped strip (utilizing reclaimed water) along the north side of the roadway at the ultimate median location. The roadway shall be signed and striped to accommodate two travel lanes and two bike lanes. This roadway section satisfies Landowner's obligation to construct the equivalent of a two-lane residential street with curb, gutter and sidewalk along both sides of the roadway.

Landowner also shall construct a bridge structure crossing of Pleasant Grove Creek of sufficient width to accommodate 40 feet of travel way consisting of two travel lanes and bike lanes on each side, and curb, gutter and a 6-foot sidewalk along the South side. The bridge shall be constructed so as to allow extension of a bicycle path beneath it along the creek.

3.13.1.C West of Del Webb Boulevard to Fiddymont Road. Landowner shall dedicate a 50-foot wide right-of-way and construct 40 feet of pavement to accommodate two travel lanes, two bike lanes, curb and gutter (at the ultimate six-lane location), an eight-foot wide meandering sidewalk along the south side and a 7-foot wide landscaped strip along the north side of the roadway with an irrigation system (utilizing reclaimed water) oversized to accommodate an ultimate 14-foot wide median from a

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point approximately 800 feet west of the intersection of Del Webb and Blue Oaks Boulevards to Fiddymment Road.

3.13.2 Pleasant Grove Boulevard.

3.13.2.A East Project Boundary to Sun City Boulevard. Landowner shall dedicate to City a 76-foot wide right-of-way and construct the northerly one-half of a standard four-lane arterial street consisting of 28 feet of pavement, curb and gutter (at ultimate four lane location), median curb, an 8-foot wide meandering sidewalk along the north side of the roadway and a 14-foot wide landscaped strip (utilizing reclaimed water) along the south side of the roadway at the ultimate location of the median, from the eastern boundary of the Project to a point approximately 400 feet west of the future intersection of Pleasant Grove Boulevard and Sun City Boulevard. To satisfy Landowner's obligation to construct the equivalent of a two-lane residential street with curb, gutter and sidewalk along each side, Landowner shall be responsible for the future construction of an 8-foot wide strip of pavement, curb, gutter and 8-foot wide meandering sidewalk at the ultimate four-lane location along the south side of the roadway at a time specified by City. Landowner shall enter into a deferred improvement agreement for these improvements prior to the approval of the first residential lot final map.

Landowner also shall construct a bridge structure crossing of Kaseberg Creek of sufficient width to accommodate 28-feet of travelway consisting of two travel lanes, bike lane, and curb, gutter and an 8-foot wide walkway. The bridge shall be constructed so as to allow extension of a bicycle path beneath it along the creek.

3.13.2.B Sun City Boulevard to Fiddymment Road.

Landowner shall dedicate to City a 38-foot wide right-of-way and construct the northerly one-half of a standard four-lane arterial street consisting of 28 feet of pavement for two travel lanes, and curb and gutter (at the ultimate four-lane location), an eight-foot wide meandering sidewalk on the north side of the roadway and a 7-foot wide landscaped strip along the south side of the roadway with an irrigation system (utilizing reclaimed water) sized to accommodate an ultimate 14-foot wide landscaped median, from a point approximately 400 feet west of the future intersection of Pleasant Grove Boulevard and Sun City Boulevard to Fiddymment Road.

3.13.2.C Woodcreek Oaks Boulevard to East Project Boundary. Landowner shall construct landscaping and irrigation improvements (utilizing reclaimed water) within the existing median along Pleasant Grove Boulevard from Woodcreek Oaks Boulevard to the easterly boundary of the Project.

3.13.3 Fiddymment Road.

3.13.3.A Pleasant Grove Boulevard to Blue Oaks Blvd. Landowner shall dedicate a 38-foot wide right-of-way and construct the easterly one-half of a standard four lane arterial street consisting of 28 feet of pavement for two travel lanes, and curb, gutter, and 8-foot meandering sidewalk on the east side of the roadway. Landowner shall also construct a six-foot wide gravel shoulder along the west side of the roadway. Prior to the approval of improvement plans by the City of any of the improvements specified in this section, Landowner shall enter into City's then current form deferred improvement agreement by which Landowner agrees, upon demand of the City triggered by the construction of additional lanes, to the future construction of one-half of a landscaped median and irrigation system (utilizing reclaimed water).

3.13.3.B Realignment of Fiddymment Road.

Landowner shall realign Fiddymment Road at the location at which it will ultimately intersect with the extension of Blue Oaks Boulevard. To implement that realignment, the parties hereto agree that the future alignment of Fiddymment Road shall be that as conceptually shown in the Del Webb Specific Plan, both northerly and southerly of the future Blue Oaks Boulevard, including the transition to existing Fiddymment Road north of the Project. Fiddymment Road north of Blue Oaks Boulevard shall

comply with Placer County standards, but, as a minimum, shall consist of two twelve-foot wide travel lanes and 4-foot wide gravel shoulders and drainage swales along each side.

3.13.4 Traffic Signals Landowner shall construct traffic signals at the intersections of Pleasant Grove Boulevard/Sun City Boulevard and Fiddymont Road/Del Webb Boulevard.

3.14 Phasing of Road Improvements.

3.14.1 Blue Oaks Boulevard.

3.14.1.A East Project Boundary to Foothills Boulevard. Landowner shall complete the improvements described in paragraph 3.13.1.A prior to issuance of a building permit for any residential unit within Phase 3 of the Project, issuance of the 3,000th building permit within the Project, or six (6) years after issuance of the first building permit within the Project, whichever occurs first.

3.14.1.B East Project Boundary to West of Del Webb Blvd. Landowner shall complete the improvements described in paragraph 3.13.1.B prior to the issuance of a building permit within Phase 3 of the Project, issuance of the 3,000th building

permit within the Project, or six (6) years after issuance of the first building permit within the Project, whichever occurs first.

3.14.1.C West of Del Webb Boulevard to Fiddymment Road. Landowner shall complete the improvements described in paragraph 3.13.1.C prior to the issuance of a building permit for any structure located within Phase 3D.

3.14.2 Pleasant Grove Boulevard.

3.14.2.A East Project Boundary to Fiddymment Road. Landowner shall complete the improvements described in paragraph 3.13.2.A and 3.13.2.B prior to the issuance of a building permit for any residential unit within Phase 1 of the Project, except that Landowner may obtain building permits for the Sales Pavilion, golf course maintenance building, club house and recreation center and no more than 200 residential dwelling units within Phase 1 of the Project prior to the completion of said improvements. Provided, however, that the improvements shall be completed to the extent that each lot for which a building permit is issued shall be directly served by a continuous roadway from a City-approved public street which consists of curb, gutter and sidewalk and a minimum 20' wide all-weather surface, and a water system (which shall be looped to the extent required by the Environmental Utilities Director) capable of delivering fire flows as required by the Fire Marshal. During the period of

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April 15 to September 30 each year, an all-weather roadway surface shall, as a minimum, consist of a 4-inch thick section of aggregate base. During the period of October 1 to April 14 each year, an all-weather roadway surface shall, as a minimum, consist of a 1-inch thick asphalt concrete section over a 4-inch thick aggregate base section. Landowner acknowledges that, in addition to any other enforcement provision of this Agreement and notwithstanding the provisions of section 6.1 regarding notice and cure, City may immediately discontinue the issuance of all building permits and discontinue inspections if the Landowner fails to comply with the provisions of this section. City shall provide Landowner with written notification of its determination to discontinue issuing permits or conduct inspections. Landowner further acknowledges that no occupancy permits shall be issued (whether for the first 200 dwelling units or any other structures) until all public improvements within that specific residential lot subdivision currently under construction are completed.

3.14.3 Fiddymment Road.

3.14.3.A Pleasant Grove Boulevard to Blue Oaks Blvd. Construction of the improvements described in paragraphs 3.13.3.A and 3.13.3.B may be completed in phases with the initial phase being constructed from the intersection of Pleasant Grove Boulevard and Fiddymment Road to the intersection of Del Webb

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Boulevard and Fiddymment Road. As a minimum, the initial phase improvements shall be completed prior to the issuance of a building permit for any residential unit within Phase 1 of the Project, except that Landowner may obtain building permits for the Sales Pavilion, golf course maintenance building, club house and recreation center and no more than 200 residential dwelling units within Phase 1 of the Project prior to the completion of said improvements. Provided, however, that the improvements are completed to the extent that each lot for which a building permit is issued shall be directly served by a continuous roadway from a City-approved public street which consists of curb, gutter and sidewalk and a minimum 20' wide all-weather roadway surface, and a loop water system (which shall be looped to the extent required by the Environmental Utilities Director) capable of delivering fire flows as required by the Fire Marshal. An all weather roadway surface shall be as defined in Section 3.14.2.A. Should Landowner elect to construct the roadway in phases, following the completion of the initial phase, as a minimum, the remaining portion of the roadway shall be constructed and completed in a continuous manner to the north from the intersection of Del Webb Boulevard and Fiddymment Road along the boundary of each sub-phase of development along Fiddymment Road prior to issuance of any building permit within that relevant sub-phase, but in no event later than the completion of Blue Oaks Boulevard to the northern future extension of Fiddymment Road. Landowner acknowledges that, in addition to any other enforcement provision of this Agreement

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and notwithstanding the provisions of section 6.1 regarding notice and cure, City may immediately discontinue the issuance of all building permits and discontinue inspections if the landowner fails to comply with the provisions of this section. City shall provide Landowner with written notification of its determination to discontinue issuing permits or conduct inspections. Landowner further acknowledges that no occupancy permits shall be issued (whether for the first 200 dwelling units or any other structures) until all public improvements within that specific residential lot subdivision currently under construction are completed.

3.14.4 Traffic Signals Landowner shall complete the underground portion of the traffic signals described in paragraph 3.13.4 concurrent with the completion of the roadway improvements for each respective intersection as provided in Section 3.13.4. Del Webb shall thereafter install the signals upon the earlier of the intersection meeting traffic warrants as determined by the Public Works Director/City Engineer or the demand of the City.

3.14.5 Access and Utility Service to Individual Lots. Notwithstanding provisions in Sections 3.14.2 and 3.14.3, all improvements, including off-site improvements and secondary emergency access, deemed necessary by the Director of Public Works/City Engineer and Environmental Utilities Director to serve any lot for which a building permit is issued shall be

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substantially complete. "Substantially complete" shall mean completion of said improvements with the exception of minor punch list items approved by the Public Works Director/City Engineer.

3.15 Shuttle Services. Landowner agrees to provide (or to cause the Homeowners' Association to provide) and maintain a dedicated fifteen (15) passenger shuttle or transit vehicle approved by the Public Works Director/City Engineer for use by Project residents. The vehicle shall be provided beginning with the issuance of the 200th residential certificate of occupancy and shuttle services shall be maintained for the life of the Project.

3.16 Solid Waste. Landowner shall provide solid waste facilities as provided in this section.

3.16.1 [Reserved]

3.16.2 Recycling Drop-off. Landowner shall provide one recycling drop-off center within the main recreation center. The recycling area shall be permanently operated by the Homeowners' Association and set aside for the dropping off of recyclables. The recycling area shall be of sufficient size to accommodate the placement of two (2) 25 yard roll/on type dumpsters (8 ft. wide x 6 ft. high x 20 ft. long), for the operation of other recycling programs run by the City. The total

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size of the area will include the turn around area (approximately 70 feet radius) for a truck to service the containers when full.

3.17 Recreation Center Facilities. Landowner shall provide the following facilities and improvements at the recreation center.

3.17.1 Library System Connection. Landowner shall provide all hardware and software necessary to provide computer access to the City's Main Library computer system (including PC/terminal and wiring as specified by the Library Director), so as to enable members of the Homeowners' Association to use the City's on-line services. Landowner shall provide a location for the terminal in the recreation center at a location mutually agreed upon by the parties. The connection shall be operational not later than six (6) months after the certificate of occupancy for the recreation center. Landowner or the Homeowners' Association shall pay all continuing costs necessary to maintaining the access, including but not limited to all repair, telecommunications, equipment maintenance, and software upgrade costs.

3.17.1.A Public Facilities Fee. Landowner agrees to participate and pay its fair share in the event that the City should amend its current City-wide Public Facilities Fee to

include library facilities or adopts any other equitable financing mechanism for the provision of library services.

3.17.2 City Hall Annex/Kiosk. Landowner shall provide, fixturize and equip a kiosk or counter location and provide a drop box in its recreation center at which members of the Homeowners' Association may drop off utility payments and which City may utilize to distribute information to residents. The kiosk design shall be approved by the City Manager, and shall include a working area which can accommodate at least one person who can provide information or city services.

3.17.3 Golf Course. Landowner shall provide 27 holes of golf accessible to the public on a time as available basis, provided that members of the Homeowners' Association shall have priority of use, and that the Homeowners' Association will charge a fee for such use.

3.18 Reclaimed Water. Landowner shall provide a reclaimed water system as provided in this section.

3.18.1 Use of Reclaimed Water Required. Only reclaimed water shall be used for irrigation of any parks, golf courses, landscaping corridors, median strips, recreation center landscaping or public landscape within the Project. Provided, however, that the Project may utilize potable water if reclaimed

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water is unavailable as determined by the Environmental Utilities Director, in emergencies as determined by the Environmental Utilities Director, and until the City supplies a source of reclaimed water at the Woodcreek Oaks Boulevard and Pleasant Grove Boulevard intersection pursuant to section 3.18.2.D ("the connection point").

3.18.2 Construction of Reclaimed Water System.

3.18.2.A Private Reclaimed Water System.

Landowner shall construct a reclaimed water system which may include on-site, open reservoirs, and utilize reclaimed water for all Project golf courses, recreation centers, and privately owned landscaped areas.

3.18.2.B City Reclaimed Water System. Landowner

shall construct and dedicate a reclaimed water system from the connection point to all publicly owned parks (except the Central Park Preserve, Parcel 46), medians, and landscape areas within the Project, including all emitters necessary to irrigate such areas. Except for landscape medians and corridors which utilize drip or other non-spray emitters, this system shall include only enclosed reservoirs, and shall be totally separate from the private reclaimed water system unless approved by the Environmental Utilities Director. It shall be constructed as the

respective parks, landscape corridors and medians are required pursuant to this Agreement.

3.18.2.C [reserved]

3.18.2.D Reclaimed Water Line Connection Point.

Landowner shall construct and dedicate, prior to the issuance of building permits for Phase 2, a 16" diameter reclaimed water line from the connection point, an existing 18" sewer force main to be converted by the City to a reclaimed water line at Woodcreek Oaks Boulevard, to Sun City Boulevard.

3.18.3 Operation of Reclaimed Systems. The parties agree that, within 6 months of the date of this Agreement, they will negotiate and execute a detailed operations agreement for the reclaimed water systems required by this Agreement. The operations agreement will include provisions consistent with this section. If the operations agreement has not been executed within six months, City may, in its sole discretion, withhold further building permits until such time as the operations agreement is executed.

3.18.3.A Constant Demand. Landowner agrees to utilize best management practices to minimize variability in reclaimed water demand over each one week period. City may

adjust the reclaimed water flow to the Project on a weekly basis or more frequently if weather fluctuations require.

3.18.3.B Reclaimed Water Discharge. Landowner shall be responsible for compliance with all state and federal regulations relating to the discharge of reclaimed water from the Project (including from City owned parks and medians which are maintained by Landowner or the Homeowners' Association). At a minimum, Landowner shall utilize Best Management Practice to minimize reclaimed water discharge.

3.18.3.C Compliance with City Standards. Landowner agrees to comply with such City standards for the construction of reclaimed water systems or their use as City may hereafter adopt.

3.18.3.D Flushing. The parties acknowledge that there is a potential for salts to accumulate on areas irrigated with reclaimed water. Potable water may be used to flush salts twice each year for a period not to exceed one week per flush. Provided, however, that such use shall not occur during periods of high potable water demand and shall be approved by the Environmental Utilities Director. All potable water shall be metered and paid for by the Landowner and will be discharged to the reclaimed water system through an air gap separation. All

control of discharge provisions provided in section 3.18.3.B shall remain in effect when potable water is used for flushing.

3.18.3.E Homeowners' Association Obligation. The Project CC&R's shall provide that the Homeowners' Association will comply with the terms of this section 3.18.

3.18.4 Application and Engineering Reports. Landowner agrees to prepare and bear the cost of all applications (including any necessary environmental documentation) to the Regional Water Quality Control Board, Department of Health Services, Water Board or other State agencies having jurisdiction in order to obtain approval of the reclaimed water systems specified in this section or to obtain any appropriate rights to utilize such reclaimed water. Such costs shall include any engineering reports or attorney's fees reasonably incurred by City in such applications, including all such costs incurred on or after September 1, 1993.

3.18.5 Environmental Documentation. In the event further environmental documentation is required for the use of reclaimed water in the Project, Landowner shall be responsible for the preparation of and cost of such documentation.

3.18.6 Reclaimed Water Costs. Landowner, on its own behalf and on behalf of its successors in interest and the

Homeowners' Association, agrees to pay a connection fee and monthly user or use charge for reclaimed water which may be established by the City in the future and to install such meters as may be necessary for this purpose. The parties currently estimate that the initial monthly rate for reclaimed water will be approximately 50-80% of the rate for potable water.

3.19 Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as approved by the City or provided for by this Agreement, all property to be conveyed to the City pursuant to this Agreement (whether in fee or as an easement) shall be free of any liens, encumbrances, wetlands, special taxes, hazardous materials or assessments, and the City's interest shall be excluded from the application of the Project CC&R's. Landowner shall, for each such conveyance, provide to City at Landowner's expense a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.

3.20 Security During Construction. Landowner shall provide on-site security during all phases of construction. All construction material storage areas shall be fenced and secured as approved by the Police Chief.

3.21 Project EIR Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, Landowner shall be bound by, and shall perform, all mitigation measures contained in the Project EIR which are adopted by City and which are identified in the mitigation monitoring plan or the EIR as being a responsibility of Landowner.

3.22 Traffic and Drainage Fees. City will amend its current Traffic Mitigation Fee (Roseville Municipal Code Chapter 4.44) and Pleasant Grove Watershed Drainage Mitigation Fee (Roseville Municipal Code Chapter 4.48) ordinances so as to apply to and include all of the Property. The City currently estimates that the fees when adopted will be approximately the same as those charged in the Northcentral Roseville Specific Plan Area. Landowner agrees to pay such fees upon adoption. Further, Landowner agrees, on behalf of itself, its assigns and successors in interest, that until such time as City amends the ordinances and fees to include the Property, the provisions of the Traffic Mitigation Fee and Pleasant Grove Watershed Mitigation ordinances (as the same now exist or may hereafter be amended) applicable to the Northcentral Roseville Specific Plan Area shall apply to the Property, and that Landowner shall pay such fees in the amounts and at the times specified in the ordinances for the Northcentral Roseville Specific Plan Area as though the Property were located within the Northcentral Roseville Specific Plan Area.

## Section 4. CITY OBLIGATIONS

4.1 Vested Rights. By entering into this Agreement, City hereby grants to Landowner a vested right to proceed with the development of the Property in accordance with the terms and conditions of this Agreement. Landowner's vested right to proceed with the Project shall be subject to subsequent discretionary approvals required in order to complete the Project, provided that any conditions, terms, restrictions, and requirements for such subsequent discretionary approvals shall not prevent development of the Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement and further provided Landowner is not in default under this Agreement.

### 4.2 Reimbursements.

#### 4.2.1 No Credit to Traffic Mitigation Fee.

Landowner acknowledges that any reimbursement for the construction of roadway improvements which exceed Landowner's obligation (as defined in Section 4.2.2.A) will be provided in a form other than credit against Traffic Mitigation Fees, and no reduction of these fees will be provided.

4.2.2 Reimbursements The parties agree that Landowner shall not be entitled to any reimbursement for the construction of any public improvement required by this Agreement unless explicitly provided by the Agreement.

The parties agree that Landowner will, pursuant to this Agreement, be financing all or a portion of the construction of certain improvements which would otherwise be financed by other sources, including City and owners of other properties, or which are oversized to serve such other properties. City and Landowner agree that, in consideration of the construction of such improvements by Landowner, and only where this Agreement explicitly so provides, Landowner shall be entitled to reimbursement in one of the following manners:

- a) In the case of public road improvements which abut property owned by third persons (not owned by the City) and other public improvements (not including reclaimed water lines or electric lines) which are oversized to benefit property owned by third persons, Landowner shall be entitled to receive a reimbursement from the benefitted property's owner (and not from City) for the share of the improvement which, under existing City policies is the responsibility of such benefitted property owner for the pro rata cost of the improvements which exceed Landowner's obligation

(defined in Section 4.2.2.A as to roadways). Reimbursement shall either be provided directly from the owner of properties which abut the improvements (by payment to the City and then by the City to the Landowner), or from a Community Facilities District (CFD) or any such other infrastructure financing district if such a district is formed by or including such properties which include monies for the construction of said public improvements. Reimbursement shall be paid on the earlier of issuance of a building permit to the benefitted property owner, or receipt of funds from such infrastructure financing district. City in good faith shall attempt, to the extent City has the authority to do so, to collect an amount equal to said cost from such properties at the time they develop or request a discretionary approval from the City, if such development or discretionary approval occurs during the term of this Agreement. Subsequent to that time, City shall have no obligation to reimburse Landowner.

b) Where Landowner constructs public road improvements which would normally be financed by the City's Traffic Mitigation Fee, Landowner shall receive reimbursement from City for the cost of said improvements 12 months from the time said

improvements are needed based on roadway capacity and travel demand, as determined by City, provided said improvements are included in the capital improvement program for the Traffic Mitigation Fee and Landowner has not received reimbursement for said improvements previously from any source, if such travel demand occurs within the term of this Agreement. Subsequent to that time, City shall have no obligation to reimburse Landowner. The amount of reimbursement shall be based on actual cost of the improvements as approved by the City, or the estimated cost of said improvements as assumed in the said capital improvement program, whichever is less.

c) In the case of reclaimed water lines for which Landowner is to be reimbursed, City shall collect monthly user charges or fees. Those charges or fees (not including any applicable surcharges or utility user's tax) shall be paid to Landowner once each month on or before the 15th day of the month for charges collected in the prior month. Such reimbursements shall terminate upon termination of this Agreement.

d) In the case of the electric lines, Landowner shall be entitled to receive reimbursement from adjacent property owners (and not from the City)

for the cost of installation. The City shall in good faith attempt to collect the cost of installation from the adjacent properties at the time they develop or request a discretionary approval from the City, if such development or discretionary approval occurs within two (2) years of the date of this Agreement. Subsequent to that time, City shall have no obligation to reimburse the Landowner.

Except as provided in section 4.2.2.C, the reimbursement shall be without interest.

#### 4.2.2.A Roadway Improvement Obligations.

Landowner's obligation for roadway improvements shall consist of the construction along Landowner's frontage of an 18-foot wide strip of pavement (including, but not limited to, asphalt concrete, aggregate base, and aggregate sub-base) and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts, all grading, curb, gutter, sidewalk, drainage laterals and inlets, cross culverts and bridges except the portions of which that are interior to the street and extend beyond 18 feet from the edge of the pavement, traffic signing and striping, and any median island landscaping improvements which do not exceed seven feet in width. Landowner's obligation for improvements shall also include all utility main lines, laterals, and appurtenances required to serve the Project. Frontage

improvements adjacent to properties owned or to be owned by City shall be constructed by Landowner and no reimbursement for the cost of said improvements shall be provided. City owned properties include, but are not limited to, parks, fire stations, open space, floodways, and sites for utilities.

4.2.2.B Improvements Eligible for Reimbursement.

The improvements eligible for reimbursement pursuant to this Agreement are as specified in this subsection.

Roads

1. Blue Oaks Boulevard, from the easterly Project boundary to Foothills Boulevard.
2. The northerly 22' feet of pavement of that portion of Blue Oaks Boulevard, from a point approximately 800 feet west of the future intersection of Del Webb Boulevard and Blue Oaks Boulevard to the westerly Project boundary at the future realignment of Fiddymment Road.
3. The southerly 10' feet of pavement of that portion of Pleasant Grove Boulevard, from a point approximately 400 feet west of the future intersection of Pleasant Grove Boulevard and Sun City Boulevard to Fiddymment Road.
4. The westerly 10' feet of pavement of that portion of Fiddymment Road from Pleasant Grove Boulevard to Blue Oaks Boulevard.

Reclaimed Water Lines

1. A 16" reclaimed waterline along Pleasant Grove Boulevard from Woodcreek Oaks Boulevard (the connection point) to Sun City Boulevard.

Electric Facilities

1. 660± lineal feet of trench and associated electric mainline from the northeast corner of Junction Boulevard and Foothills Boulevard north along the east side of Foothills Boulevard.

4.2.2.C Interest on Reimbursement. In each case in which this Agreement provides that Landowner is entitled to receive reimbursement for road improvements from third persons or from an infrastructure financing district (and not from the City or its Traffic Mitigation Fee), Landowner shall be entitled to receive interest on the amount to be reimbursed (the "base amount") at the time when the reimbursement is to be paid. Interest shall be the lesser of the following, as calculated by the Public Works Director/City Engineer:

a) the difference between the estimated cost to construct the third person's improvements at the time of reimbursement (as estimated by the Public Works Director/City Engineer) and the base amount; and

b) the base amount adjusted by the inflation rate for construction costs based upon the Engineering News Record, Construction Cost Index. Should such index no longer exist, the Public Works Director/City Engineer shall choose a similar index

which in his opinion fairly estimates the inflation factor applicable to construction.

4.3 Amendment To City Traffic CIP. To facilitate the construction of road improvements required under this Agreement, City shall, within 365 days after City's approval of the Entitlements, amend its Traffic Mitigation Fee capital improvement program and the Traffic Mitigation Fee to include and reflect those improvements necessary for Landowner's development of the Project, but which benefit other properties within City and should therefore share the cost of such improvements.

4.4 City Cooperation - Improvements. City shall cooperate with Landowner for the purpose of making all public improvements required by this Agreement.

4.4.1 Applications. City agrees that it shall accept for processing and shall review, and take action on all applications for development permits or other entitlements for development of the Property in accordance with the Development Plan and this Agreement. City shall inform Landowner, upon request, of the necessary submission requirements for each application for a permit or other entitlement for land use and the time necessary for review of said application.

4.4.2 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.

Provided, however, that the parties may mutually agree that Landowner shall pay the cost of additional personnel to facilitate timely processing of future applications or entitlements.

4.4.3 Subdivision Map Act Waiver. Notwithstanding any other provision of this Agreement, or of Sections 66452.1, 66452.2, 66456.2 and 66458, of the Government Code (or any successor or replacement statutes), the parties expressly waive the time limits for review and approval by City of Tentative Maps, Final Maps, and Improvement Plans, to the extent that each such period does not exceed one hundred and fifty (150) days beyond the period otherwise provided by law.

4.4.4 City Cooperation - Processing. City further agrees to cooperate with Landowner in securing all permits, licenses, approvals, or consents which may be required by City or other agencies having jurisdiction over development of the Property, including application to the Placer County Local Agency

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Formation Commission (hereinafter, "LAFCO"), provided the costs of such are paid by Landowner.

4.4.4.A Annexation. The parties acknowledge that a small portion of the Del Webb Specific Plan is to be constructed in an area not currently within the City of Roseville. While annexation proceedings have been initiated by the City, and City shall continue to pursue said annexation in good faith, the County of Placer LAFCO may disapprove the annexation or so condition it as to make the annexation impossible or impracticable. Notwithstanding the provisions of section 7.6.1, should this occur, Landowner agrees that it will utilize its best efforts to construct all improvements as required by this Agreement in the County. Should this not be possible, the parties agree to modify the Del Webb Specific Plan and this Agreement such that all improvements are constructed within the City of Roseville.

#### 4.5 Fire Station.

4.5.1 Interim Facility. With the development of the Project, there may be additional staffing needs or further reallocation of personnel required to adequately service the project. The cost of such additional needs or reallocations will be the obligation of City.

4.5.2 Permanent Facility. City shall construct the Permanent Fire Station Facility in a timely fashion when triggered by the provisions contained in this Agreement.

4.6 [reserved]

4.7 [reserved]

4.8 Moratoria, Growth Control Measures. Landowner shall not, during the term of this Agreement, be subject to any moratoria, quota or similar control measure restricting growth, except those adopted on a uniformly applied, City-wide basis and those affecting the public health, safety and welfare; provided that City shall treat all similarly situated property in a uniform, equitable and proportionate manner.

## Section 5. ANNUAL REVIEW

5.1 Annual Review. City shall, at least every twelve (12) months, review Landowner's compliance with the terms of this Agreement. City shall mail to Landowner a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least ten (10) calendar days prior to any such periodic review. City shall have no duty to give notice of an annual review to Sellers or to anyone having an ownership interest in a portion of the Project deemed complete by City and released from the obligations of this Agreement.

5.1.1 Submission of Information by Landowner. Upon not less than thirty (30) days' written notice by the City's Planning Director, Landowner shall provide such information as may be reasonably requested by the Director in order to ascertain compliance with this Agreement.

5.1.2 Landowner Right to Participate. Landowner shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the City Council. Formal rules of evidence shall not apply to such proceedings.

5.1.3 Cure and Termination for Noncompliance. If City determines that Landowner is in default following completion of the annual review, written notice of proposed termination or modification of this Agreement shall be given, specifying default. Landowner shall have thirty (30) days to cure any alleged default determined pursuant to this section. City may, in its sole discretion, terminate or modify this Agreement, if in City's opinion the Landowner has failed to commence and to diligently prosecute a cure of the default within the cure period.

Section 6. DEFAULT, ENFORCEMENT AND REMEDIES

6.1 Default. Failure or delay by any party to perform any term or provision of this Agreement shall constitute a default.

6.1.1 Notice of Default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other parties 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.

6.1.2 Remedies on Default. After notice of expiration of the thirty (30) day period, the party alleging default, 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 or may pursue such other administrative remedies as may be appropriate. Following notice of intent to terminate, the matter shall be scheduled for a hearing before the City Council to consider and review the matter within thirty (30) calendar days. Following consideration of the evidence presented in the review,

if no resolution of the matter is reached, the party alleging the default by another party may give written notice of termination of this Agreement to all other parties, if in the opinion of the party giving the notice the defaulting party has failed to immediately commence and to diligently prosecute a cure.

6.1.3 No Building Permit if Default. No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns or controls any property subject to this Agreement, and if such applicant or any entity or person controlling such applicant is in default of the terms and conditions of this Agreement. Landowner shall cause to be placed in the Project CC&R's and in any ground lease or conveyance thereof, express provision for the property owner, lessee or City acting separately or jointly to enforce the provisions of this Agreement and to recover attorney's fees and costs for such enforcement.

6.2 Cumulative Remedies. In addition to any other rights or remedies, any 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, including but not limited to suits for declaratory relief, specific performance, injunctive relief, and relief in the nature of mandamus. All of the remedies described above shall be cumulative and not exclusive of one another, and the

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exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

6.3 No Joint Venture or Partnership. City and Landowner hereby renounce the existence of any form of joint venture or partnership between City and Landowner, and agree that nothing in this Agreement or in any document executed in connection with it shall be construed as making City and Landowner joint venturers or partners.

6.4 Defend, Indemnify, and Hold Harmless Agreement. Landowner and all successors (except individual residential lot owners) agree to and shall defend, indemnify and hold harmless the City and its elected council and appointed commissions, officers, agents and employees from any liability (including costs and attorneys' fees) for damages or claims for damage for personal injury (including death) and from claims for property damage which may arise from any act or omission of Landowner, of his assigns, successors in interest, or their agents, employees, contractors or sub-contractors, pursuant to this Agreement, except to the extent arising from the active negligence of City, and shall also defend, indemnify and hold harmless the City from any action challenging the validity of this Agreement.

Landowner's obligation as to causes of action which relate to property to be transferred to or maintained by the Homeowners' Association shall extend only until the point when such transfer

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has occurred or such maintenance obligations have been assumed, after which such obligations shall be those of the Homeowners' Association.

Without limiting the generality of all of the foregoing, the specific indemnities in sections 6.4.1 and 6.4.2 shall also apply.

6.4.1 Golf Ball Indemnity and Hold Harmless.

Landowner and its successors in interest, excepting individual residential lot owners but including without limitation the Homeowners' Association for the Project, jointly and severally agree to defend, indemnify and hold harmless the City, its officers, agents, and employees, from any claims, demands or actions whatsoever for either property damage or personal injury, including death, which might result from the entry of a golf ball onto any such residential lot or any public place. Landowners' obligation shall extend only to those causes of action which arise prior to its transfer of ownership of the golf courses within the Project to the Homeowners' Association after which such obligations shall be those of the Homeowners' Association.

Landowner and its successors in interest, including without limitation both the Homeowners' Association and the individual owners of each residential lot within the Project, hereby waive, relinquish and release the City from all liability, causes of action, or damages (whether for property damage or

personal injury, including death) which may arise from golf balls striking persons or property.

6.4.2 Maintenance Indemnity and Hold Harmless.

Landowner and its successors in interest, excepting individual residential lot owners, but including without limitation the Homeowners' Association for the Project, jointly and severally agree to defend, indemnify, and hold harmless the City, its officers, agents, and employees, from any claims, demands or actions whatsoever for either property damage or personal injury, including death, which result from their maintenance, lack of maintenance or the condition of any property they are required to maintain pursuant to this Agreement, including parks, medians, landscape corridors, floodplain areas and BMPs, and including any liability arising out of a failure to comply with any ACOE wetland mitigation requirements. Landowners' obligation shall extend only to those causes of action which arise prior to its transfer of ownership of such areas to the Homeowners' Association, after which such obligations shall be those of the Homeowners' Association.

6.5 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate with each other in good faith to defend said action and the validity of each provision of this Agreement.

6.6 Waiver. In consideration of the benefits received pursuant to this Agreement, the parties and their successors in interest waive 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 undercompensated conveyance or dedication of land or easements or improvements specified in this Agreement.

## Section 7. MISCELLANEOUS PROVISIONS

7.1 Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Landowner and the Sellers warrant and represent that they have the authority to execute this Agreement and the authority to bind Landowner and the Sellers, respectively, to the performance of its obligations hereunder.

7.2 Cancellation or Modification. Any party may propose cancellation or modification of this Agreement but such cancellation or modification shall require the consent of all parties.

7.3 Consent. Where the consent or approval of a party is required in or necessary under this Agreement, such consent or approval shall not be unreasonably withheld.

7.4 Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California.

7.5 Covenant of Good Faith and Fair Dealing. No party shall do anything which shall have the effect of harming or injuring the right of another party to receive the benefits of this Agreement. Each party shall refrain from doing anything which would render its performance under this Agreement impossible; and each party shall do everything which this Agreement contemplates that such party shall do to accomplish the objectives and purposes of this Agreement.

7.6 Force Majeure -- Enforced Delay, Extension of Times of Performance. No party shall be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by entities other than the City, enactment of conflicting state or federal laws or regulations, litigation (including but not limited to challenges to the Project or the EIR based upon the California Environmental Quality Act) or similar bases for excused performance if written notice of such delay is given to the other party within thirty (30) days of the commencement of such delay.

7.6.1 Partial Invalidity Due to Governmental Action. In the event State or federal laws or regulations enacted after the effective date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent

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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 only to the minimum extent necessary to comply with such State or federal laws or regulations or the regulations of other governmental jurisdictions other than City.

7.7 Entire Agreement. This is an integrated Agreement, and constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

7.8 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of any party at any time, the party to whom the request is made shall promptly execute, file or record any required instruments and writings necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

7.9 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the  
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parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement. Notwithstanding the foregoing, the Dry Creek Joint Elementary School District, Roseville City Elementary School District, and the Roseville Joint Union High School District are hereby declared to be express Third Party Beneficiaries of Sections 2.1.2 (age restricted development), and 3.5 (school fee agreements).

7.10 No Waiver. No delay or omission by any party in exercising any right or power accruing upon non-compliance or failure to perform by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver. A waiver by any party of any of the covenants or conditions to be performed by another party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

7.11 Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereto, unless such adjustment affects a material part of this Agreement. Notwithstanding any other provisions of this Agreement, in the event that any material provision of this Agreement is found to be unenforceable, void or voidable, Landowner or City (but not

the Sellers) may terminate this Agreement upon providing written notice to the other parties.

7.12 Power of Eminent Domain. Landowner is responsible for dedicating and/or acquiring certain right(s)-of-way, land, facilities, and franchises required by this Agreement. Should it become necessary, City will, at Landowner's request and sole expense, negotiate the purchase of the necessary right(s)-of-way, land, facilities and franchises to allow Landowner to dedicate, acquire or construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by State law, City will use its power of eminent domain to condemn said required right(s)-of-way, land, facilities and franchises. Provided, however, that Landowner shall bear the full cost of such action (including attorney's fees) and acquisition. If City cannot make the proper findings, or if, for some other reason under the condemnation laws, City is prevented from acquiring the necessary right(s)-of-way, land, facilities and franchises, then the parties agree to amend this Agreement to modify Landowner's obligations accordingly.

In the event that Landowner does not exercise the Options in time to comply with the requirements of this Agreement, this section shall include the obligation of Landowner to acquire public lands or facilities from the Sellers. Sellers agree, in any such condemnation action, that the City's "right to take" and

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the public convenience and necessity are established by this Agreement. The sole issue in any such action shall be the amount of just compensation.

However, City agrees that prior to commencing any such action against Sellers, City shall negotiate in good faith with Sellers the terms of such condemnation.

7.13 Recording. The City Clerk shall cause a copy of this Agreement to be recorded with the Placer County Recorder no later than ten (10) days following execution of this Agreement by City, which execution will take place no sooner than the effective date of the ordinance approving this Agreement.

7.14 Attorneys' Fees. In any arbitration, quasi-judicial, or administrative proceedings or any action in any court of competent jurisdiction, brought by any party to enforce any covenant or any of such party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all costs, expenses and disbursements in connection with such action, including the costs of reasonable investigation, preparation and professional or expert consultation, which sums may be included in any judgment or decree entered in such action in favor of the prevailing party.

7.15 Venue. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

7.16 Exhibits. This Agreement includes the following exhibits:

<u>Description</u>	<u>Section</u>	<u>Exhibit</u>
Property description	Recital B	A
Ownership Interests	Recital I	B
Phasing Plan	3.3	C
P.41 and P. 45 Master Plan	3.4.1A	D
P.42 Master Plan	3.4.1A	E
P.47 Master Plan	3.4.1A	F
Park Wetlands Deed		
restrictions	3.4.1A	G
SARES property	3.4.3A	H
P. 46 Maintenance Standards	3.4.5A	I
Wetland mitigation area		
delineation	3.4.5B	J
P.41, 42 & 45 maintenance		
standards	3.4.5B	K
Median and landscape		
corridor delineation	3.4.5C	L
Median and landscape corridor		
maintenance standards	3.4.5C	M

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Interim Fire Facility Specs	3.8.1	N
On-site Electric Distribution Facilities	3.9.4	O
Off-site electric utility improvements	3.9.5	P
Major water lines	3.11.2	Q
On-site water transmission mains	3.11.4	R
Sewer system improvements	3.12	S
Intersection approaches	3.13	T

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Development Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Ordinance no. 2758, adopted by the Council of the City of Roseville on the 7th day of February, 1994. and LANDOWNER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation  
 By: Allen E. Johnson  
 for ALLEN E. JOHNSON  
 City Manager

DEL WEBB CALIFORNIA CORP,  
 an Arizona Corporation  
 By: [Signature]  
 its: Vice President

and  
 By: [Signature]  
 its: Vice President

ATTEST:

By: Helen Florance  
HELEN FLORANCE  
City Clerk

Walaire, Inc.,  
a California corporation

By: John W. Fiddymont  
its: President

APPROVED AS TO FORM:

and

By: Michael F. Dean  
MICHAEL F. DEAN  
City Attorney

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

John S. Fiddymont  
JOHN S. FIDDYMENT, an individual

[Notaries]

EXHIBIT "A"

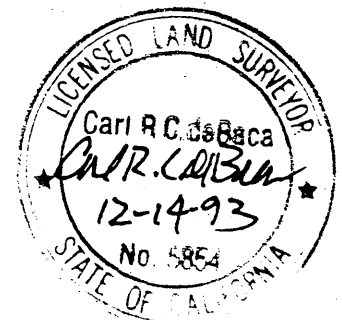
DESCRIPTION OF  
DEL WEBB PROJECT BOUNDARY

All that real property situate in Sections 19 and 30, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, Placer County, California, described as follows:

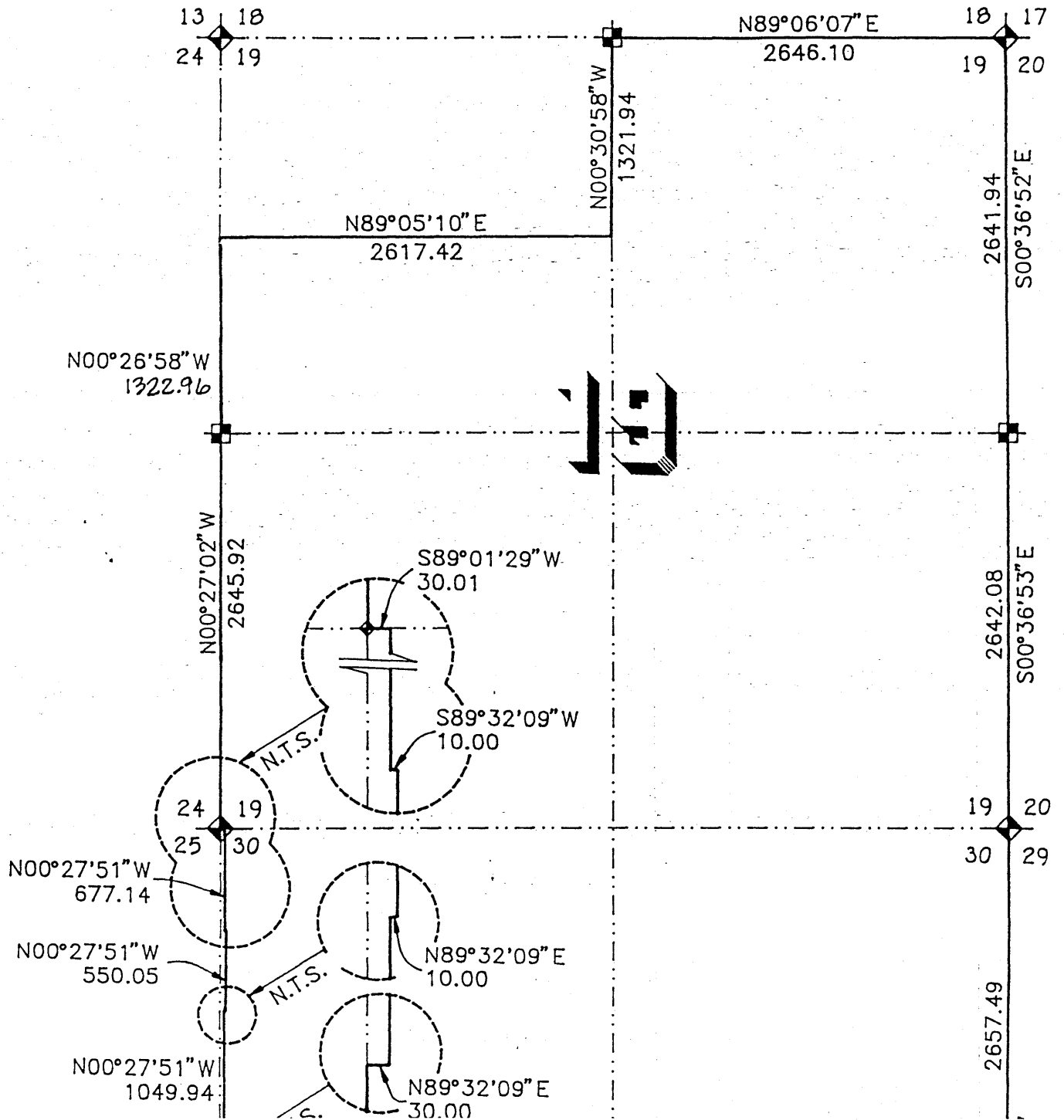
Beginning at the Southwest Corner of said Section 30; thence from said Point of Beginning, along the West Line of said Section 30, North  $00^{\circ}27'51''$  West, a distance of 2,649.01 feet to the West One-Quarter (1/4) Corner of said Section 30; thence continuing along said West Line, North  $00^{\circ}27'51''$  West, a distance of 372.07 feet; thence leaving said Line, North  $89^{\circ}32'09''$  East, a distance of 30.00 feet; thence North  $00^{\circ}27'51''$  West, a distance of 1,049.94 feet; thence North  $89^{\circ}32'09''$  East, a distance of 10.00 feet; thence North  $00^{\circ}27'51''$  West, a distance of 550.05 feet; thence South  $89^{\circ}32'09''$  West, a distance of 10.00 feet; thence North  $00^{\circ}27'51''$  West, a distance of 677.14 feet; thence South  $89^{\circ}01'29''$  West, a distance of 30.01 feet to the Northwest Corner of said Section 30, being also the Southwest Corner of said Section 19; thence along the West Line of said Section 19, North  $00^{\circ}27'02''$  West, a distance of 2,645.92 feet to the West One-Quarter (1/4) Corner of said Section 19; thence continuing along said West Line, North  $00^{\circ}26'58''$  West, a distance of 1,322.96 feet; thence leaving said Line, North  $89^{\circ}05'10''$  East, a distance of 2,617.42 feet to a point on the East Line of the Northwest One-Quarter (1/4) of said Section 19; thence Northerly thereon, North  $00^{\circ}30'58''$  West, a distance of 1,321.94 feet to the North One-Quarter (1/4) Corner of said Section 19; thence along the North Line of said Section 19, North  $89^{\circ}06'07''$  East, a distance of 2,646.10 feet to the Northeast Corner of said Section 19; thence along the East Line thereof, South  $00^{\circ}36'52''$  East, a distance of 2,641.94 feet to the East One-Quarter (1/4) Corner of said Section 19; thence continuing along said East Line, South  $00^{\circ}36'53''$  East, a distance of 2,642.08 feet to the Southeast Corner of said Section 19, being also the Northeast Corner of said Section 30; thence along the East Line of said Section 30, South  $00^{\circ}18'51''$  East, a distance of 5,314.97 feet to the Southeast Corner of said Section 30; thence along the South Line thereof, South  $89^{\circ}12'04''$  West, a distance of 2,644.99 feet to the South One-Quarter (1/4) Corner of said Section 30; thence continuing along said South Line, South  $89^{\circ}12'32''$  West, a distance of 2,618.18 feet to the Point of Beginning and containing 1,200.539 acres of land, more or less.

See Exhibit "B" attached hereto and made a part of this description.

PREPARED BY THE FIRM OF  
MACKAY & SOMPS CIVIL ENGINEERS, INC.  
SACRAMENTO, CALIFORNIA



# Exhibit A Property Description



15 P.M. 143  
MAP NO. 1738B  
PARCEL F

FIDDYMENT ROAD

PARCEL D  
26 PM 92  
90.00 ± AC.

JOHN S. FIDDYMENT

PARCEL C  
26 PM 92  
92.31 ± AC.

PARCEL B  
26 PM 92  
85.32 ± AC.

PARCEL A  
26 PM 92  
49.59 ± AC.

3208/234  
39.79 ± AC.

DEL WEBB  
CALIFORNIA CORP.

PARCEL 2  
26 PM 93  
210.50 ± AC.

DEL WEBB  
CALIFORNIA CORP.

PARCEL 1  
26 PM 93  
211.84 ± AC.

PARCEL 4  
26 PM 93  
210.50 ± AC.

WALAIRE INC.

PARCEL 3  
26 PM 93  
210.50 ± AC.

75  
PLEASENT GROVE  
BLVD.

4B

3

1A

1B

Parcel C 18 P.M. 12

Parcel D  
BLUE OAKS  
BLVD.

Q MAPS 54  
NW ROSEVILLE SPECIFIC PLAN  
UNIT NO. 1  
738

Q MAPS 56 NW ROSEVILLE SPECIFIC PLAN UNIT NO. 2

EXISTING PARCELS  
AND OWNERSHIP EXHIBIT




SEC. 30, PORTION OF SEC. 19  
T. 11N., R. 8E., J. 4D.M.

COUNTY OF PLUMAS  
STATE OF CALIFORNIA  
**BACKAY & SONS**  
CIVIL ENGINEERS-LAND PLANNERS-LAND SURVEYORS  
SACRAMENTO, CA 95815  
(916) 482-8822

NOT TO SCALE  
REV. 12/14/88

EXHIBIT B  
OWNERSHIP INTERESTS

KEY

- Phase 1 
- Phase 2 
- Phase 3 

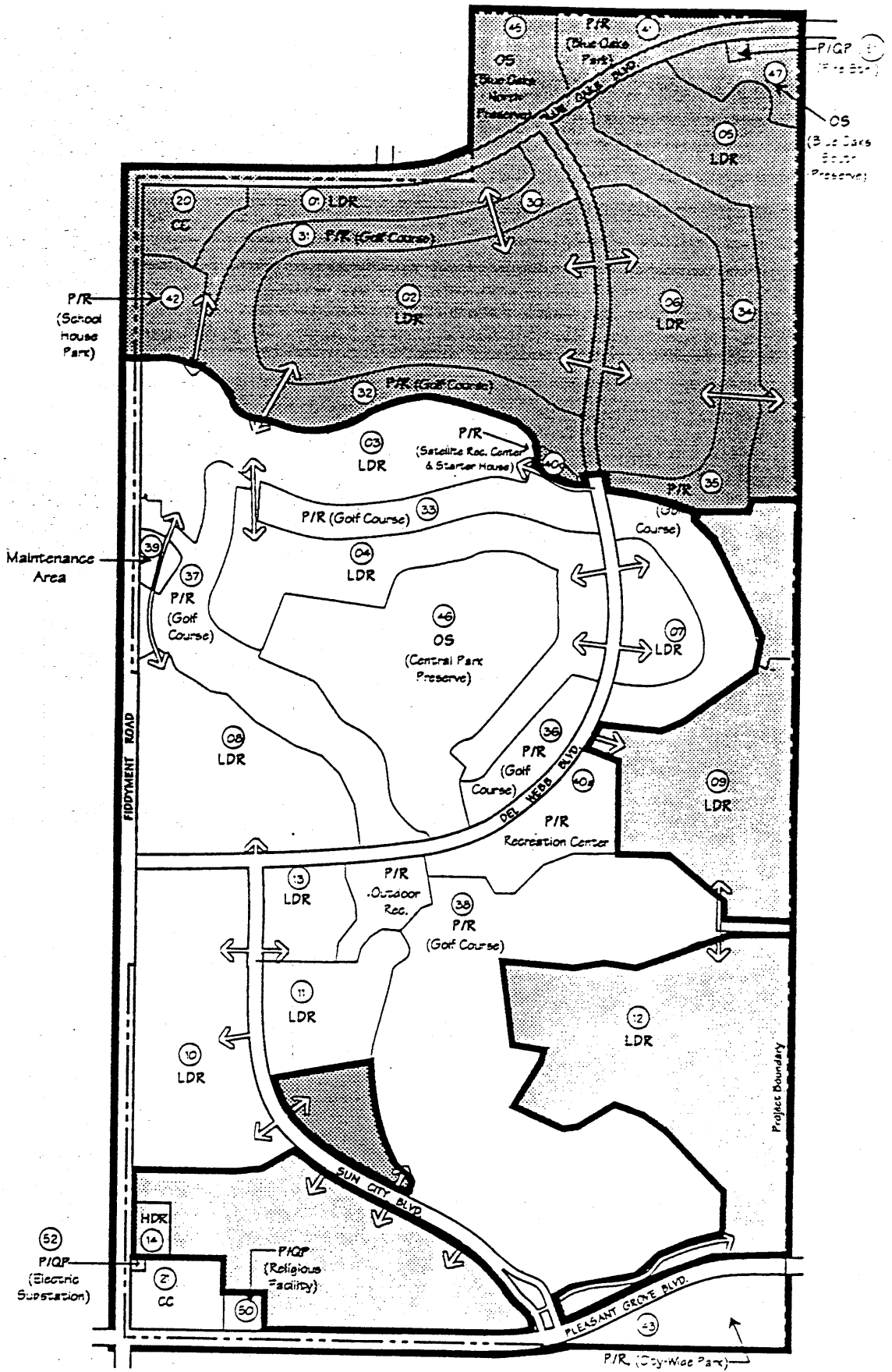
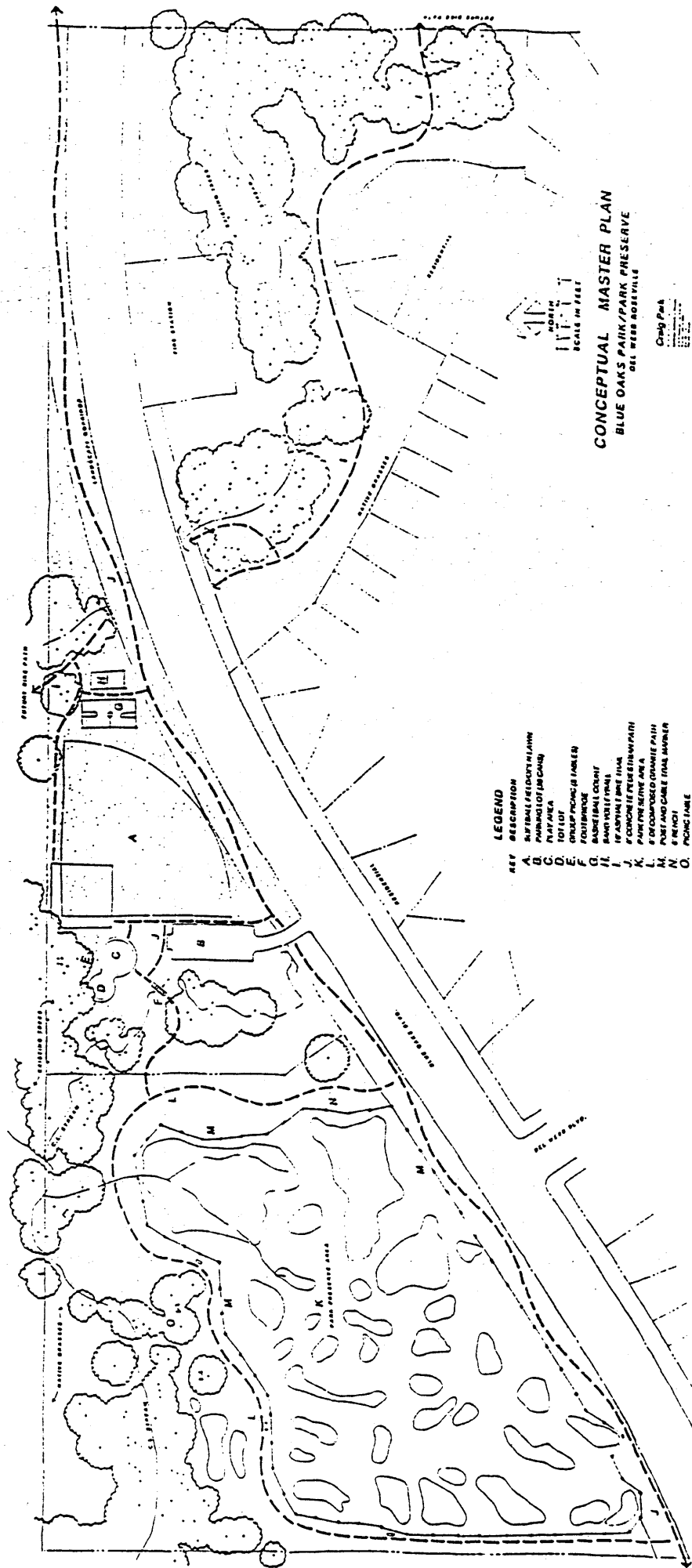


EXHIBIT C  
Phasing Plan



**LEGEND**

KEY	DESCRIPTION																						
A	INTERNAL PERIMETER WALL																						
B	PERIMETER LOT BOUNDARY																						
D	GRASS PONDING TANKS	E	FOOTBRIDGE	F	BASKETBALL COURT	G	PANTRY TABLE	H	IF ANYTIME MORE THAN	I	2' CONCRETTE PILES STRIP PATH	J	PARKING SERVICE AREA	K	2' OCCUPIED GRASSIE PATH	L	1" CONCRETTE TOTAL MARKER	M	CONCRETE	N	CONCRETE	O	CONCRETE
E	FOOTBRIDGE	F	BASKETBALL COURT	G	PANTRY TABLE	H	IF ANYTIME MORE THAN	I	2' CONCRETTE PILES STRIP PATH	J	PARKING SERVICE AREA	K	2' OCCUPIED GRASSIE PATH	L	1" CONCRETTE TOTAL MARKER	M	CONCRETE	N	CONCRETE	O	CONCRETE		
F	BASKETBALL COURT	G	PANTRY TABLE	H	IF ANYTIME MORE THAN	I	2' CONCRETTE PILES STRIP PATH	J	PARKING SERVICE AREA	K	2' OCCUPIED GRASSIE PATH	L	1" CONCRETTE TOTAL MARKER	M	CONCRETE	N	CONCRETE	O	CONCRETE				
G	PANTRY TABLE	H	IF ANYTIME MORE THAN	I	2' CONCRETTE PILES STRIP PATH	J	PARKING SERVICE AREA	K	2' OCCUPIED GRASSIE PATH	L	1" CONCRETTE TOTAL MARKER	M	CONCRETE	N	CONCRETE	O	CONCRETE						
H	IF ANYTIME MORE THAN	I	2' CONCRETTE PILES STRIP PATH	J	PARKING SERVICE AREA	K	2' OCCUPIED GRASSIE PATH	L	1" CONCRETTE TOTAL MARKER	M	CONCRETE	N	CONCRETE	O	CONCRETE								
I	2' CONCRETTE PILES STRIP PATH	J	PARKING SERVICE AREA	K	2' OCCUPIED GRASSIE PATH	L	1" CONCRETTE TOTAL MARKER	M	CONCRETE	N	CONCRETE	O	CONCRETE										
J	PARKING SERVICE AREA	K	2' OCCUPIED GRASSIE PATH	L	1" CONCRETTE TOTAL MARKER	M	CONCRETE	N	CONCRETE	O	CONCRETE												
K	2' OCCUPIED GRASSIE PATH	L	1" CONCRETTE TOTAL MARKER	M	CONCRETE	N	CONCRETE	O	CONCRETE														
L	1" CONCRETTE TOTAL MARKER	M	CONCRETE	N	CONCRETE	O	CONCRETE																
M	CONCRETE	N	CONCRETE	O	CONCRETE																		
N	CONCRETE	O	CONCRETE																				
O	CONCRETE																						

EXHIBIT D  
 Parcels 41 & 45  
 Master Plan

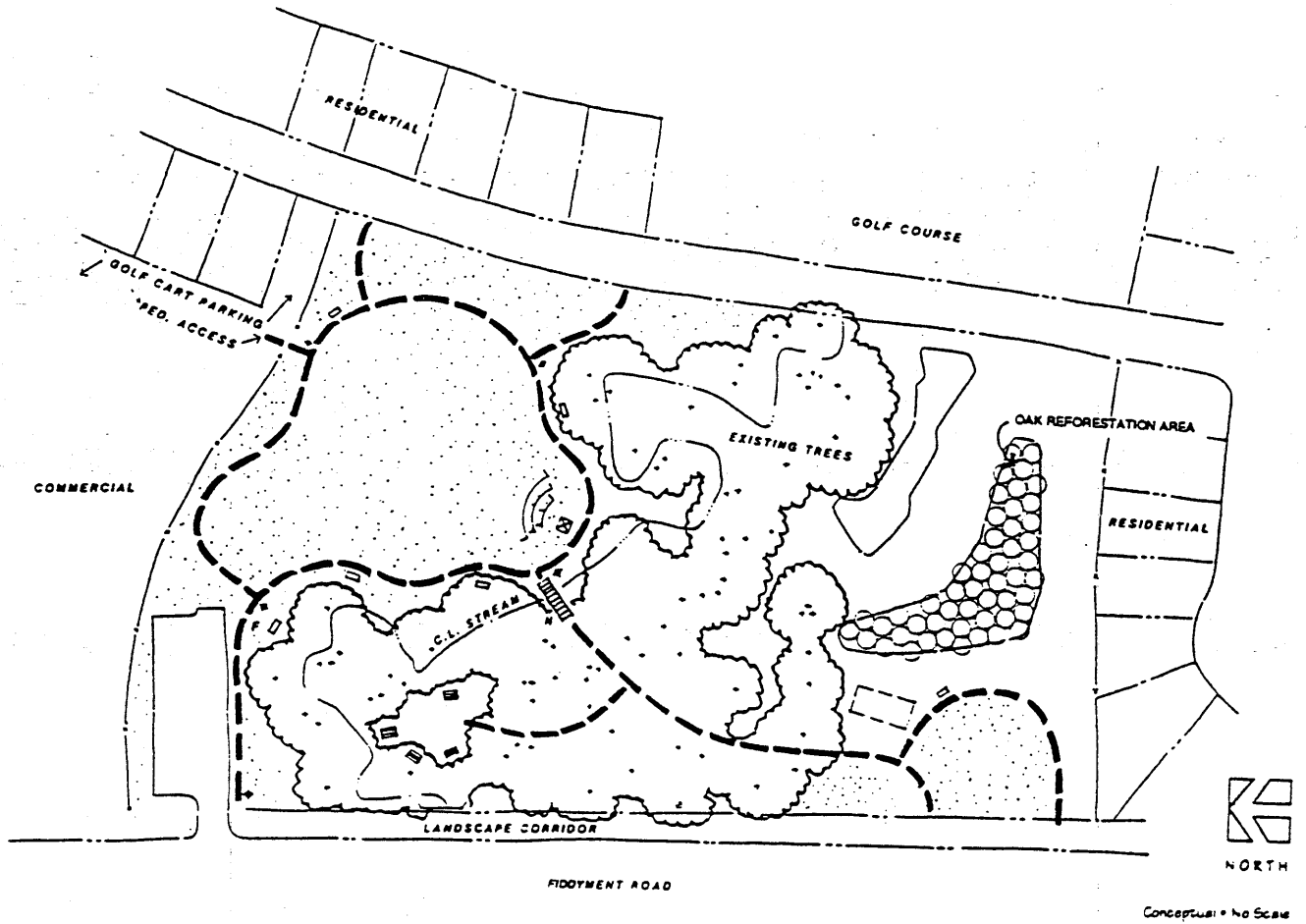
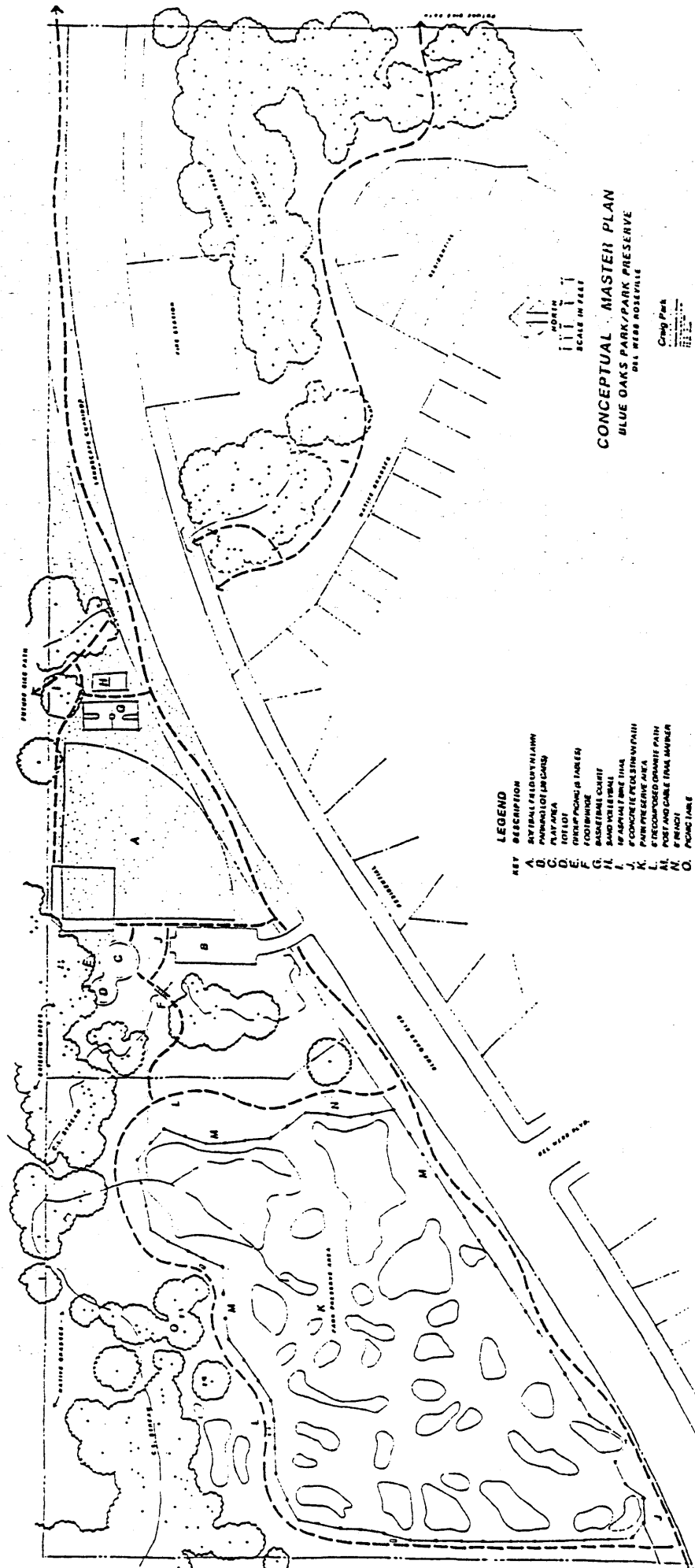


EXHIBIT E  
 Parcel 42  
 Master Plan



**CONCEPTUAL MASTER PLAN**  
**BLUE OAKS PARK/PARK PRESERVE**  
 DR. WESS ROSEVILLE

Crug Park  
 AUGUST 31, 1993

**LEGEND**

KEY	DESCRIPTION
A	RYTHMICAL PAVEMENT PLAZA
B	PARKING LOT (PARKING)
C	PLAY AREA
D	PLAY AREA
E	CONCRETE TABLES
F	CONCRETE TABLES
G	BASEBALL COURT
H	BAND SHELL
I	ASPHALT TENNIS
J	CONCRETE PICKLEBALL
K	PRESERVE AREA
L	RECYCLED GRANITE PATH
M	CABLE TRAIL MARKER
N	PLAY
O	PICNIC TABLE

DECLARATION OF ESTABLISHMENT OF  
CONDITIONS, COVENANTS AND RESTRICTIONS

KNOW ALL PERSONS BY THESE PRESENTS, that under Section 1344 of Title 33 of the United States Code, the Sacramento District Engineer, U.S. Army Corps of Engineers ("Corps"), as authorized by the Secretary of the Army, has issued a Department of Army Permit No. \_\_\_\_\_ ("Permit"). The Permit authorizes certain improvements on and/or adjacent to that certain piece of real property ("Property") located in the County of Sacramento and legally described on Exhibit "A" attached hereto and incorporated herein.

\_\_\_\_\_, fee owner of the Property ("Owner"), pursuant to such authorization by the Corps, certifies and declares that the following covenants, conditions, and restrictions are placed on the Property regarding wetlands as described in the Permit.

This Declaration of Establishment of Conditions, Covenants and Restrictions ("Declaration") has been recorded as to the subject Property for the protection of the Owner and the public at large, and is notice that a Permit exists and affects the rights and obligations of the Owner, its personal representative, successors, and assigns as to the Property, and binds Owner and its successors and assigns as follows:

- a. All terms and conditions in the Permit and this Declaration shall be observed by Owner, its representative, successors, or assigns.
- b. The Corps shall be informed by Owner, or its successors or assigns, when the authorized improvements as described in the Permit are permanently removed.
- c. No alterations or additions to the improvements authorized by the Permit shall be made by Owner, its personal representative, successors, or assigns unless expressly authorized in writing by an appropriate issuing authority under the Clean Water Act.
- d. All terms and conditions in the Permit and this Declaration are accepted by Owner as restrictions on the land, to run with the land, and as binding covenants, conditions, and restrictions on the use of the land by Owner, its representative, successors, or assigns.
- e. Owner expressly retains for itself, its personal representative, heirs, successors, or assigns all rights not inconsistent with the terms of the Permit or this Declaration.

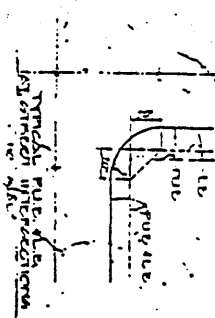
BOOK 2 OF MAPS, PAGE 56

**PLAT OF  
NORTHWEST ROSEVILLE  
SPECIFIC PLAN UNIT NO. 2**

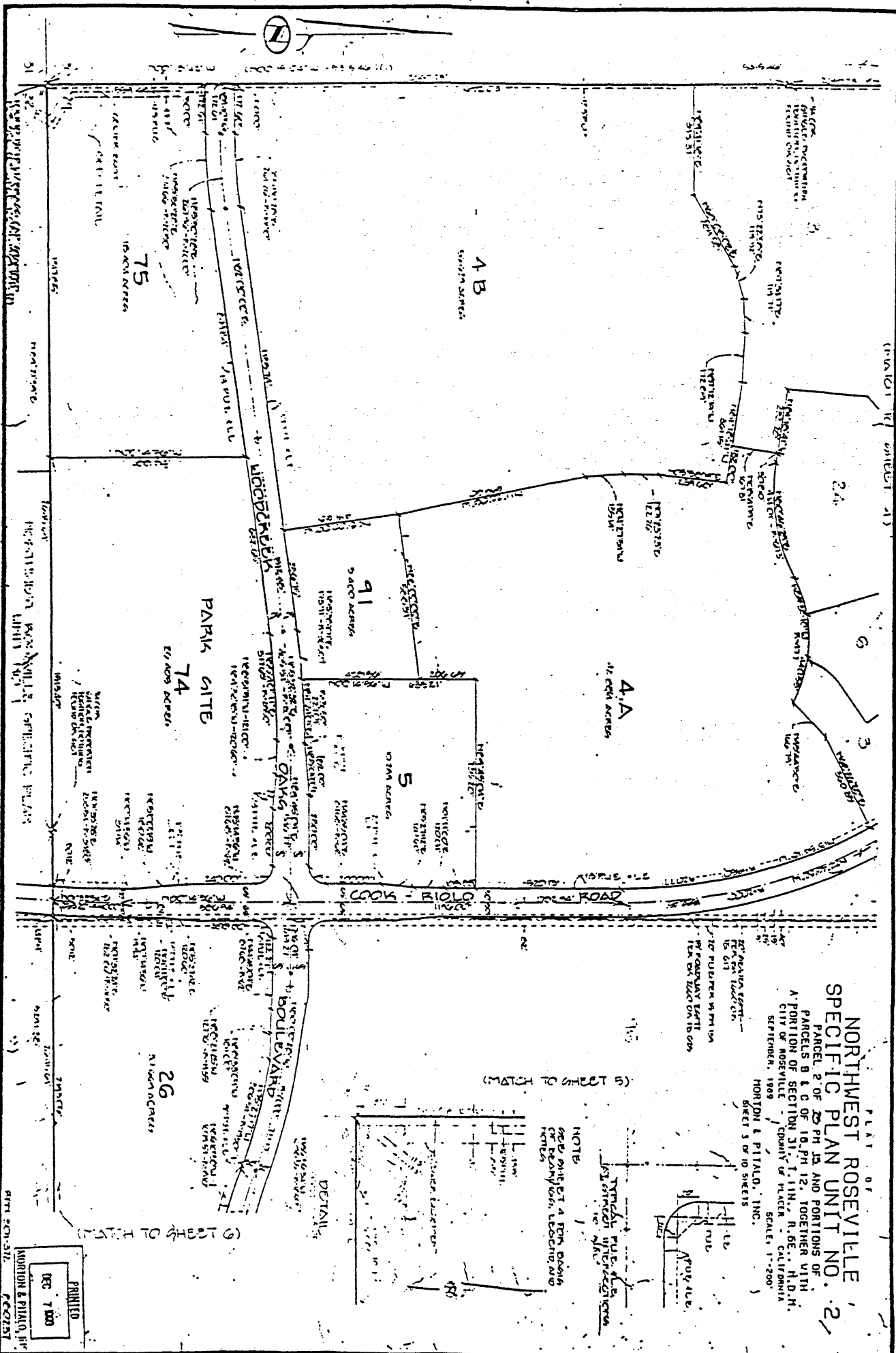
PARCELS 2 OF 20 PH 12 AND PORTIONS OF  
PARCELS 8 & 9 OF 16, PH 12, TOGETHER WITH  
A PORTION OF SECTION 31, T. 11N., R. 06E., N.D.H.,  
COUNTY OF PLACER, CALIFORNIA  
SEPTEMBER, 1988  
SCALE: 1"=200'

HORTON & PITALO, INC.  
SHEET 5 OF 10 SHEETS

20' RADIUS CURVE  
FROM POINT A TO POINT B  
PERMANENT EASEMENT  
FROM 20' RADIUS CURVE  
FROM POINT C TO POINT D



NOTE  
SEE SHEET 4 FOR DIMENSIONS  
OR REVISIONS, LEGEND AND  
KEYS



PRINTED  
DEC 7 1988  
HORTON & PITALO, INC.  
PC025T

18055-0  
DECEMBER 8, 1993  
CRC

DESCRIPTION OF LOT 75  
BOOK Q OF MAPS AT PAGE 56

All that certain real property situate in Section 31, Township 11 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, California, being more particularly described as follows:

That certain tract of land shown and so designated as Lot 75 in Book Q of Maps at Page 56 of the Official Records of Placer County and containing 18.404 acres of land, more or less.

PREPARED BY THE FIRM OF  
MACKAY & SOMPS CIVIL ENGINEERS, INC.  
SACRAMENTO, CALIFORNIA



EXHIBIT H  
SARES Property

WETLAND MAINTENANCE AND MONITORING STANDARDS:

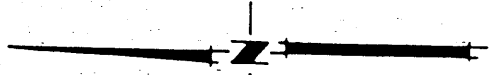
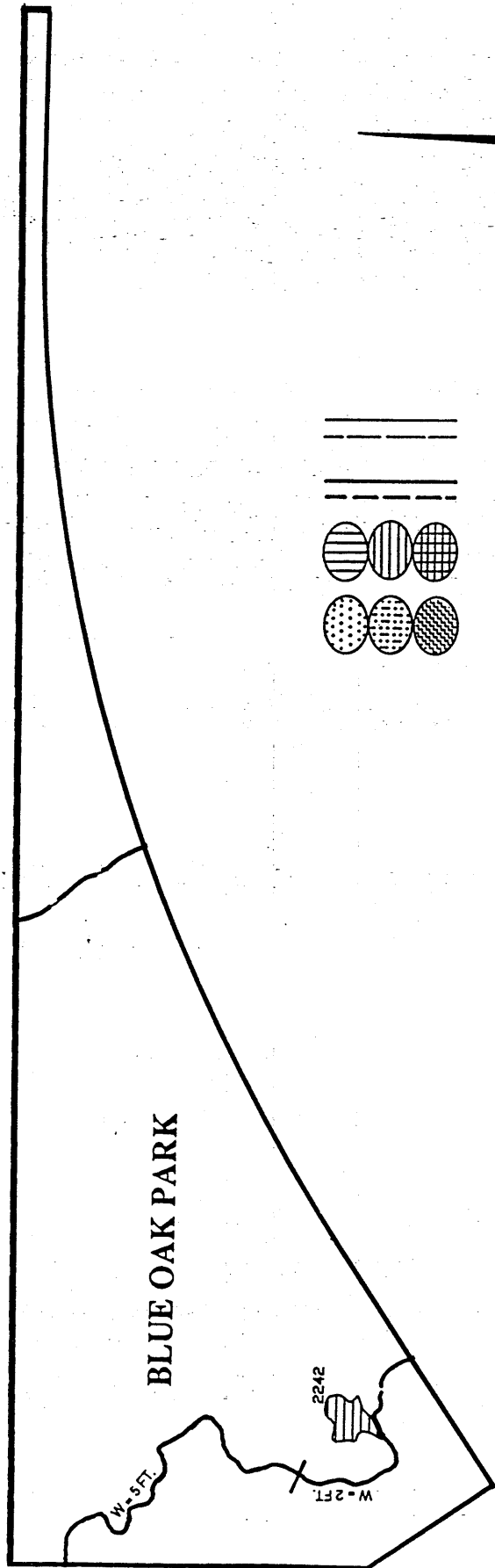
MONITORING STANDARDS:

- 1) Landowner is to comply with Army Corps of Engineers 404 permit maintenance and monitoring requirements.
- 2) Landowner is to submit a copy of the annual Army Corps of Engineers 404 permit monitoring reports to the City of Roseville's Environmental Coordinator.

MAINTENANCE STANDARDS:

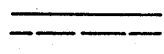
In addition to the above, the following standards pertain to ongoing maintenance for the Parcels 46,45,42,41.

- 1) Prevent sedimentation and erosion in vernal pool, wetlands and drainage swales.
- 2) Keep area litter free. Check area a minimum of once a week for litter, empty trash containers (if on site), and illegal dumpings such as waste oil, unused concrete, etc. Remove as necessary
- 3) Maintain any drainage swales to prevent obstruction of storm water flows. All vegetation on banks are to remain undisturbed, but vegetation in bed of swale can be thinned pursuant to direction from the California Department of Fish and Game.
- 4) Any and all vandalism to vernal pools shall be repaired to original natural conditions as soon as possible after discovery of damage.
- 5) Any devices designed to protect water quality (i.e. oil separators in parking lots, etc) shall be maintained as needed to keep them in good working order.
- 6) Maintenance contractor shall mechanically weed abate 30' along any residential fences adjacent to area to mitigate against flood/fire .
- 7) Maintenance contractor shall bi-annually flail mow a minimum of 6' on each side of any pathways by 1) May 1 and 2) July 1. Flail mowing shall not occur within 10' of any vernal pool area.
- 8) If Landowner holds a Streambed Alteration Agreement from the Dept. of Fish and Game related for parcels 46,45,42,41, landowner must comply with California Fish and Game Code Section 1600 et al.
- 9) Maintenance contractor may not use any chemicals for weed or pest abatement within the preserve area without approval of the City of Roseville Community Development Department.
- 10) Maintenance contractor is to remove weeds growing in all paved or unpaved pathways within parcels 46,45,42,41.

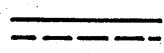


Scale: 1" = 200'

**Legend:**



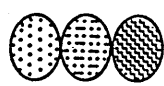
Swales



Defined Drainage

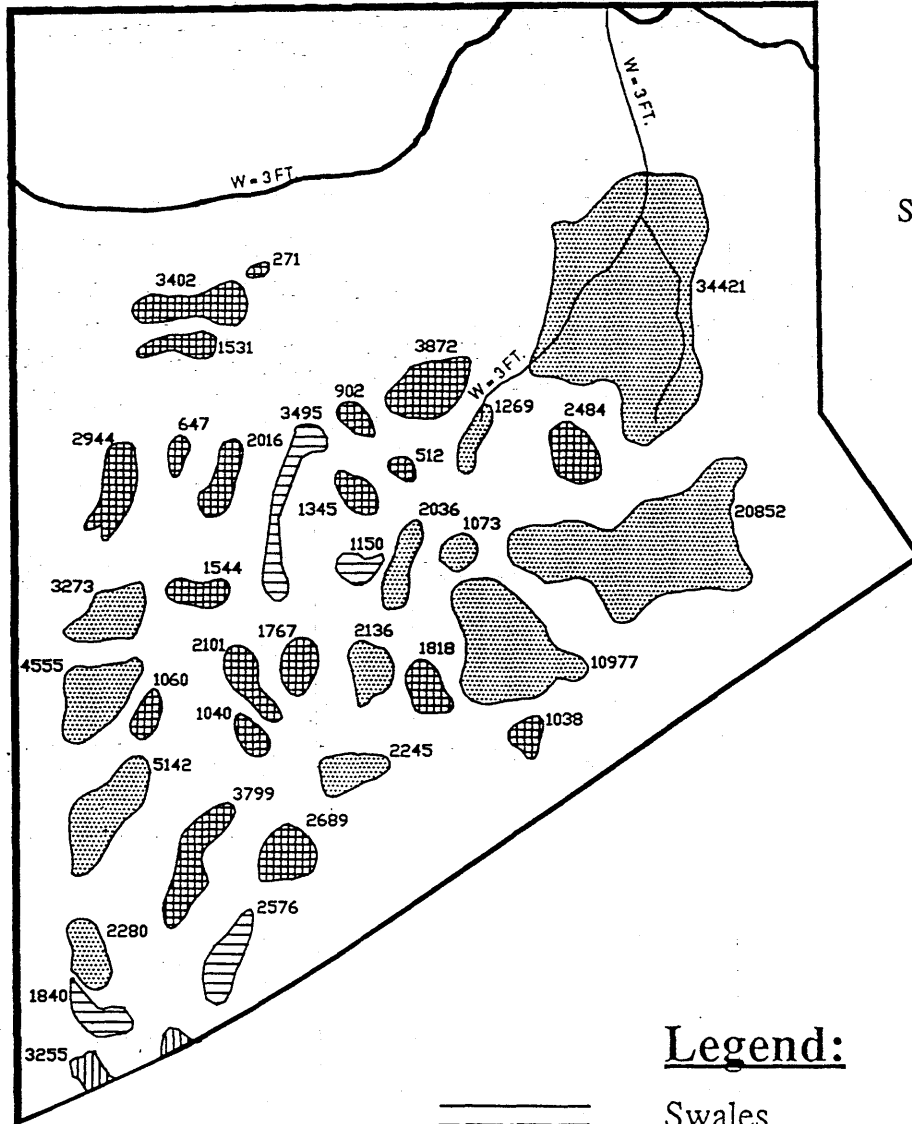


Vernal Pools



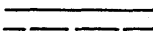
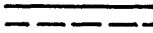


Seasonal Wetlands

**Exhibit "J 1": Blue Oaks Park - Wetland Mitigation Areas**

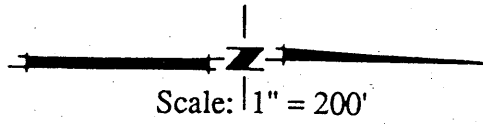


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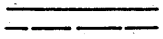
**Legend:**

-  Swales
-  Defined Drainage
-  Vernal Pools
-  Seasonal Wetlands

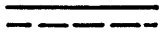
**Exhibit "J 2": Blue Oaks North Preserve - Wetland Mitigation Areas**



**Legend:**



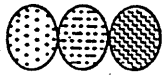
Swales



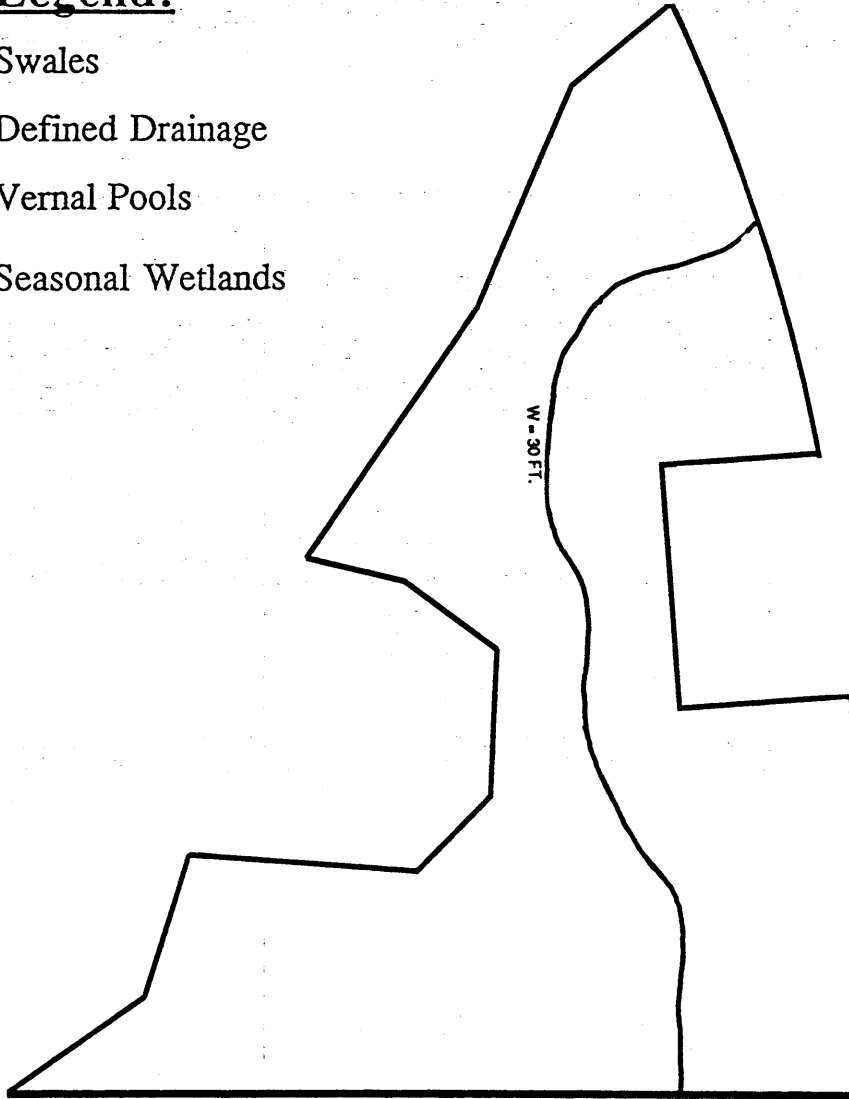
Defined Drainage



Vernal Pools

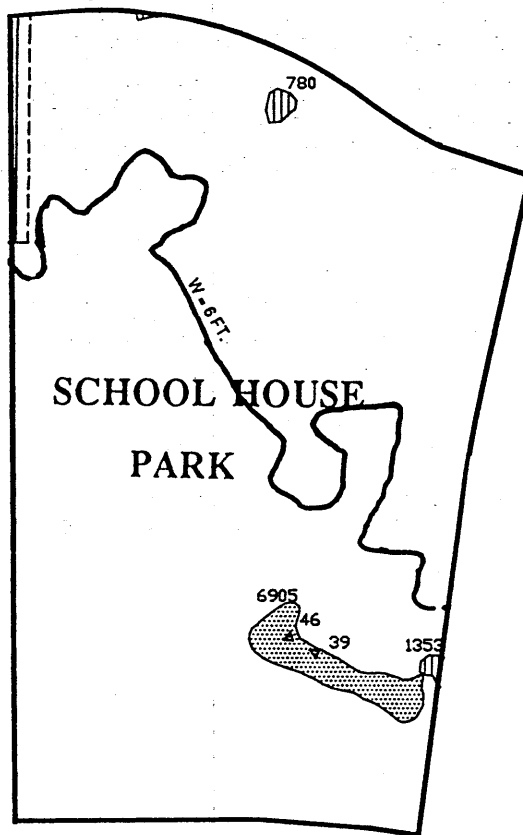


Seasonal Wetlands

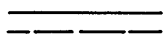




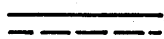
Scale: 1" = 200'



**Legend:**



Swales



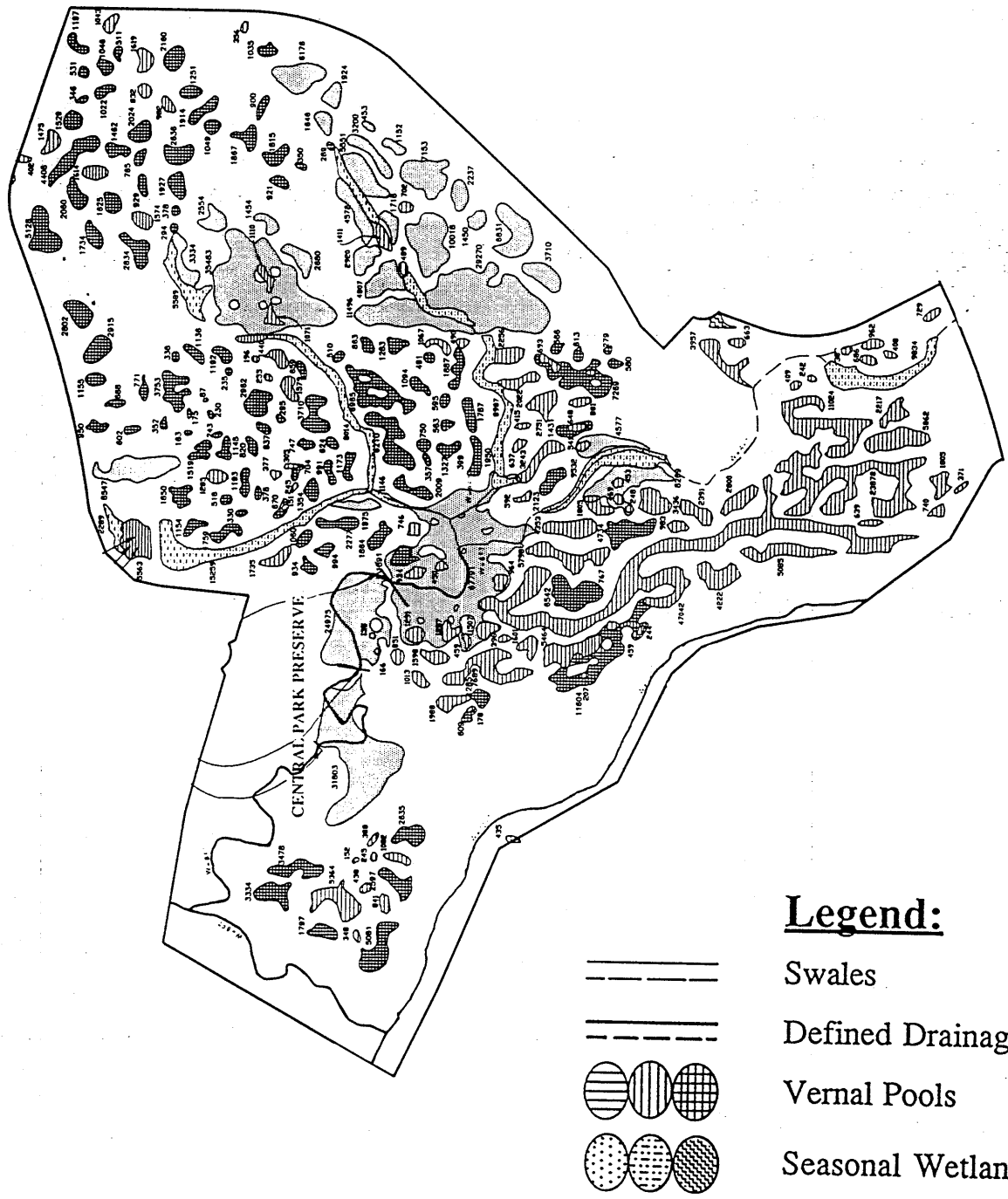
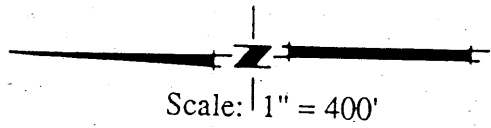
Defined Drainage



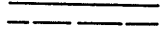
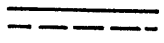

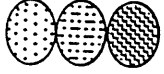
Vernal Pools



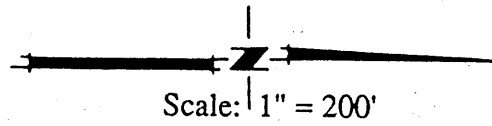
Seasonal Wetlands



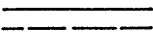
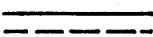

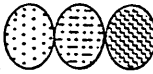
**Legend:**

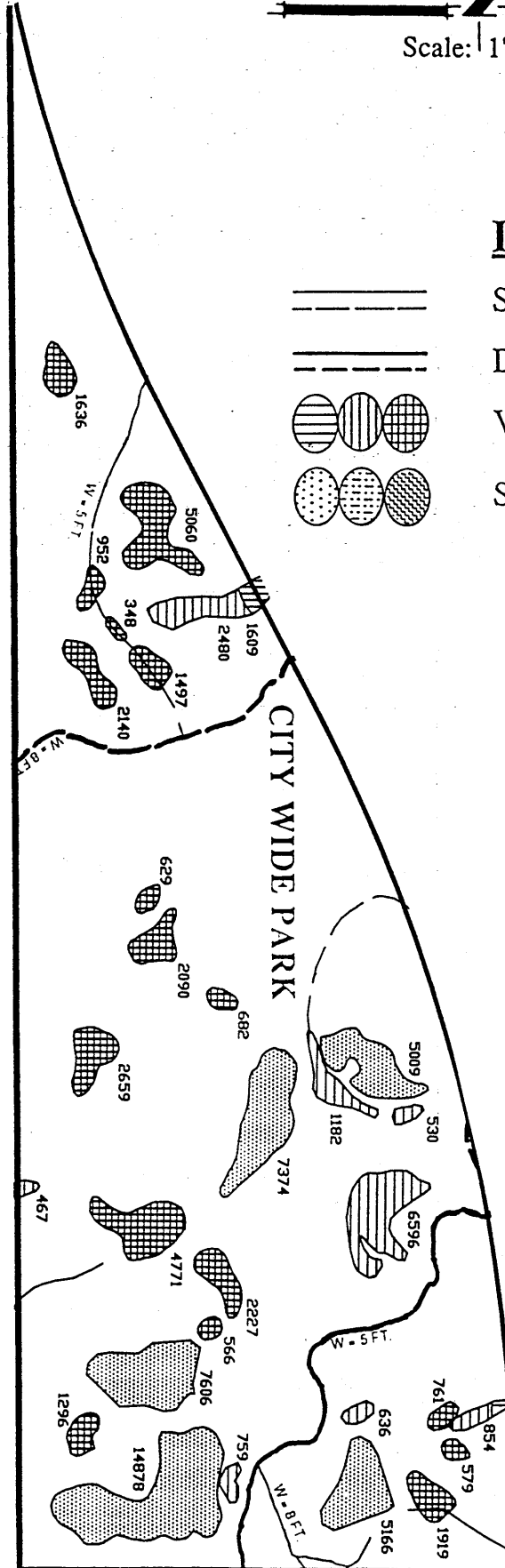
-  Swales
-  Defined Drainage
-  Vernal Pools
-  Seasonal Wetlands

**Exhibit "J 5": Central Park Preserve - Wetland Mitigation Areas**



**Legend:**

-  Swales
-  Defined Drainage
-  Vernal Pools
-  Seasonal Wetlands



**Exhibit "J 6": City Wide Park - Wetland Mitigation Areas**

WETLAND MAINTENANCE AND MONITORING STANDARDS:

MONITORING STANDARDS:








- 1) Landowner is to comply with Army Corps of Engineers 404 permit maintenance and monitoring requirements.
- 2) Landowner is to submit a copy of the annual Army Corps of Engineers 404 permit monitoring reports to the City of Roseville's Environmental Coordinator.

MAINTENANCE STANDARDS:

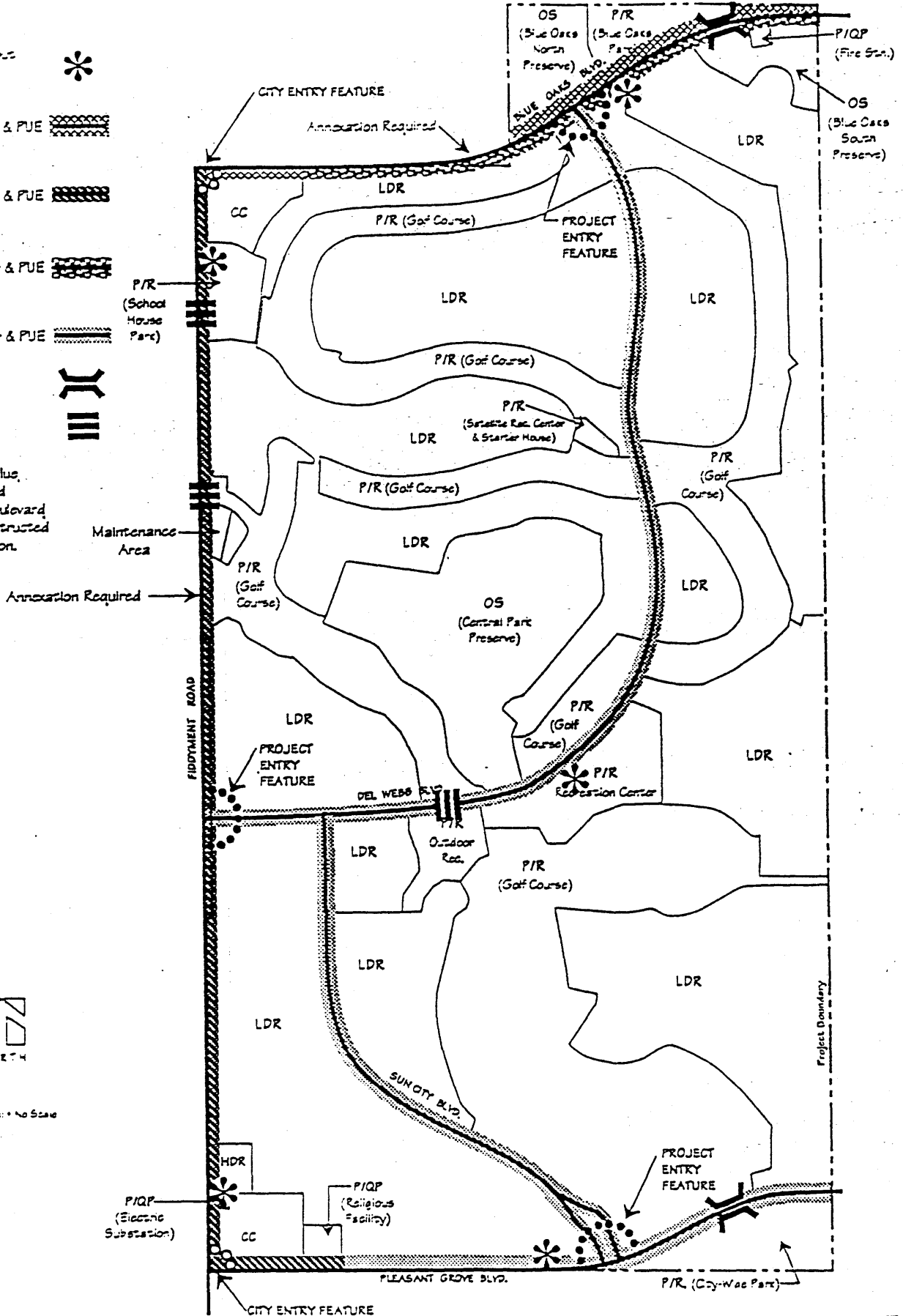
In addition to the above, the following standards pertain to ongoing maintenance for the Parcels 46,45,42,41.

- 1) Prevent sedimentation and erosion in vernal pool, wetlands and drainage swales.
- 2) Keep area litter free. Check area a minimum of once a week for litter, empty trash containers(if on site), and illegal dumpings such as waste oil, unused concrete, etc. Remove as necessary.
- 3) Maintain any drainage swales to prevent obstruction of storm water flows. All vegetation on banks are to remain undisturbed, but vegetation in bed of swale can be thinned pursuant to direction from the California Department of Fish and Game.
- 4) Any and all vandalism to vernal pools shall be repaired to original natural conditions as soon as possible after discovery of damage.
- 5) Any devices designed to protect water quality (i.e. oil separators in parking lots, etc) shall be maintained as needed to keep them in good working order.
- 6) Maintenance contractor shall mechanically weed abate 30' along any residential fences adjacent to area to mitigate against flood/fire .
- 7) Maintenance contractor shall bi-annually flail mow a minimum of 6' on each side of any pathways by 1) May 1 and 2) July 1. Flail mowing shall not occur within 10' of any vernal pool area.
- 8) If Landowner holds a Streambed Alteration Agreement from the Dept. of Fish and Game related for parcels 46,45,42,41, landowner must comply with California Fish and Game Code Section 1600 et al.
- 9) Maintenance contractor may not use any chemicals for weed or pest abatement within the preserve area without approval of the City of Roseville Community Development Department.
- 10) Maintenance contractor is to remove weeds growing in all paved or unpaved pathways within parcels 46,45,42,41.

KEY

- Proposed Bus Turnout Locations 
- 100' ROW/ 50' Landscape Corridor & PUE 14' Median 
- 76' ROW/ 35' Landscape Corridor & PUE 14' Median 
- 100' ROW/ 30' Landscape Corridor & PUE 14' Median 
- 76' ROW/ 25' Landscape Corridor & PUE 14' Median 
- Bridge Crossing 
- Culvert Crossing 

Fiddymont Road, Blue Oaks Boulevard and Pleasant Grove Boulevard will initially be constructed as a reduced section.



Conceptual - No Scale

EXHIBIT L  
Median and Landscape  
Corridor Delineation

## LANDSCAPE MEDIAN AND CORRIDOR MAINTENANCE STANDARDS

Scope of work includes, but is not limited to pruning, shaping, and training of trees, shrubs, and ground cover plants; weed control; control of all plant diseases and pests; mowing; clearing drainage systems; and other maintenance required to keep designated areas in a safe, attractive and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

### MAINTENANCE SPECIFICATIONS

#### A. SCHEDULING OF WORK

All normal landscape maintenance is to be performed between hours and days specified by the Del Webb Home Owners Association (DWHOA). Exceptions may be made to normal working hours, where incidences of noise may be too great during the hours specified to allow for proper maintenance. The Del Webb Home Owners Association (DWHOA) may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 8:00 am. A schedule of routine work shall be established to be followed in the performance of maintenance duties. Any changes in scheduling shall be reported in writing, to the DWHOA or designate.

At all times work is to be conducted in a manner which will not interfere with normal recreation programs, pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. In addition, special notification listing exact starting date for renovation, pruning and other infrequent operations, shall be furnished to the DWHOA in advance of performing these operations.

## B. METHOD OF PERFORMING WORK

### 1. IRRIGATION

- a. Irrigation shall be done by the use of automatic or mechanical sprinkler system where available and operable; to provide full and proper coverage to all areas in the work site.
- b. There shall be no damages to public or private property resulting from excessive irrigation water or irrigation water runoff.
- c. Maintenance shall include periodic inspection of the operation of the system for any malfunctions. The irrigation system is to guarantee proper coverage and full working capability; and adjustments may be necessary to prevent excessive runoff into street right-of-ways or other areas not meant to be irrigated.
- d. Periodic inspection may occur more often, but not less frequently, than one inspection each week. All areas receiving marginal coverage shall be irrigated by a portable irrigation method. Care shall be exercised to prevent a waste of water, erosion and/or detrimental seepage into existing underground improvements or structures.
- e. Irrigation schedules are to adhere to the City of Roseville's Water Conservation Ordinance, 14.09. Wherever possible irrigation schedules should be programmed to application at night between 10:00 pm to 6:00 am. Under no conditions are irrigation schedules to operate in the daytime between 6:00 am and 10:00 pm. Additionally, irrigation shall be performed in the event of unusually hot/dry weather conditions, or during a prolonged high temperature period during the summer months, as needed.

Drought restriction irrigation schedules will be governed by the Roseville Water Conservation Ordinance, Chapter 14.09.

- f. Landscape improved banks and slopes shall be irrigated Monday through Friday as required, to maintain horticulturally acceptable growth and color, and to encourage deep rooting.
- g. Shrub beds should be irrigated, as required, to maintain horticulturally acceptable growth and color, and to promote deep rooting. Irrigation rates for shrub areas shall be applied in such a manner as to keep surface runoff at a minimum. The irrigation rate shall be adjusted to the needs of shrub-types, seasons, and weather conditions.
- h. Newly planted trees, shrubs, ground cover and turf shall receive special attention until these plants are established. Adequate water shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.
- i. It is suggested that qualified full-time irrigation specialist be on the maintenance crew and available to perform the services including the weekly check of the irrigation equipment. Minimum qualifications should include a complete knowledge of automatic irrigation system installation, maintenance and repair, knowledge of state-of-the-art electronic irrigation controllers, and the ability to recognize changing soil conditions and drainage problems.
- j. Winterize all new backflow devices by November 1st.

## 2. MOWING

- a. Grass may be mowed with power propelled mowers. The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions.
- b. Mowing shall be performed weekly and cut to the accepted height, for the species of grass being mowed. Inclement weather may preclude adherence to the frequency schedule.

- c. Turf shall be mowed to maintain a uniform height of not less than one and one-half (1 1/2) and not higher than two (2) inches. This will require weekly mowing except for the period of November 1 through February 15, during which time mowing will be required every two weeks (or as needed, depending upon growing conditions). Papers, rubbish, and debris, shall be removed by the contractor prior to mowing.

### 3. EDGING

- a. All lawns and low-growing ground cover areas will be edged weekly, along with paved areas, and header boards, with an edger (not a weed eater), except for the period between November 1 through February 15, during which time, edging shall be performed as needed.
- b. Trimming around sprinkler heads shall be done as necessary to provide maximum water coverage and efficient sprinkler operation.
- c. Grass and other debris shall be removed from sidewalks, and all other hard surface areas, after mowing and edging.
- d. Gas-powered blowers may not be used before 8:00 am.

### 4. PRUNING

- a. Trees and shrubs shall be pruned as needed to insure proper growth. All clippings are to be disposed of away from the work site at the contractor's expense.
- b. All shrubs and ground cover plants growing in the work areas shall be pruned, as required to maintain plants in a healthy, growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passage ways, walks, streets, view of signs or in any manner deemed objectionable.
- c. All pruning shall be done by qualified professional personnel, using recognized and approved methods and techniques.

1. Excessive pruning or stubbing back is not permitted.
2. All pruning cuts shall be made without cutting into branch collar or leaving a protruding stub. They shall be cleanly cut with no tearing of the bark.
3. Shearing of shrubs and ground cover will not be permitted unless specifically approved.

5. TREE MAINTENANCE

- a. All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is trimmed carefully to promote the tree's health and appearance. All work shall be of the highest quality and performed in accordance with approved professional tree trimming standards, and to remove or prevent encroachment where it blocks vision or encroaches in any manner deemed undesirable. Low branches overhanging park and residential streets shall be removed to a height of eleven (11) feet above street grade on select major streets.

Low branches overhanging sidewalks and parkways shall be removed to a height of nine (9) feet above grade. Young trees needing training and shaping and trees needing suckering shall be trimmed and/or suckered on a continuing basis as needed.

- b. Pruning of trees shall be done as needed to achieve the following:
  1. To shape, particularly, to correct misshaping caused by wind.
  2. To raise the lower branches of trees above head height wherever they overhang walks.
  3. To cut back shrubs where they encroach on the walks, fences and buildings.
  4. To cut back branches that are rubbing on walks, fences and buildings.

5. To remove suckers, watersprouts, and other undesirable growth on trees.
  6. To remove all dead or damaged branches.
  7. Pruning to remove hazards shall be done immediately.
- c. For current pruning standards the department recognizes the standards developed by the International Society of Arboriculture, Western Chapter, Pruning Standards, Adopted 1988.

## 6. GROUND COVERS

- a. Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. They spread by rhizomes, stolens or by roots which form at the nodes of trailing branches that come in contact with the soil. The plants give a flat or two dimensional effect to the landscape, such as, but not limited to arctoheca, osteospermum, trailing gazania and lantaana, ivy, trachelospermum, baccharis, and the varieties of ice plants.
- b. Ground cover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawn shrub beds or adjacent areas, or in any manner deemed undesirable. Where trifolium repens (dutch white clover) is used, area is to be mowed/trimed twice yearly, in March and October, and edged around areas twice monthly.
- c. Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site.
- d. The open soil between plants shall be regularly cultivated where the planting permits.
- e. Replanting shall be required to maintain continuity of the ground cover area.

## 7. REPLACEMENT OF PLANT MATERIAL

- a. Loss of plant material due to any cause is to be reported immediately.

- b. Trees, shrub, turf, or ground cover which is damaged or lost due to any cause is to be removed. The size and species of replacement trees, shrubs, turf, or ground cover plants shall be replaced as directed.

#### 8. AERATION

- a. All turf areas shall be aerated twice a year, in April and September, using a coring tine aerator within three (3) days prior to applications of fertilizer. All sprinkler heads must be staked prior to aerating. After aeration is complete areas are to be checked and immediately repair any damage to irrigation systems as a result of aerating.

#### 9. FERTILIZATION

- a. All turf areas and shrubs beds shall be fertilized at least six (6) times per year. Fertilizer is to be applied according to the manufacturer's recommendation of the number of pounds per acre. Written calculations of the number of pounds of fertilizer to be applied at each work site is to be submitted.
- b. Suggested fertilizer: Perma Green 21-7-14 or Equivalent.

#### 10. WEED CONTROL

- a. All landscaped areas within the specified maintenance area including but not limited to lawns, shrub and ground cover beds, tree wells, and area covered with ornamental rocks shall be kept free of all weeds at all times. This means: complete removal of all weed growth shall be controlled either by hand, mechanical or chemical methods. Chemical weed control may be restricted in certain areas.
- b. Weeding shall also include the removal of weeds growing in all paved or unpaved surfaces within maintenance area boundaries.

- c. All fences, light standards, tree wells, and soundwall structures, shall be free of any plant growth. Chemicals may be used upon receiving prior approval. All quick couplers, valves, electrical boxes and sewer clean outs, shall be edged or sprayed in a manner that will provide easy location and access.

## 11. HERBICIDES

- a. Any herbicide used must be on the Department of Agriculture's approved list. The contractor shall provide appropriate permits and licenses before any herbicides are used. Notification prior application.
- b. Herbicides must be brought to the work site in the original manufacturer's container, properly labeled with guarantee analysis. All spraying shall be done with extreme care by a qualified appropriately-licensed applicator, to avoid any hazard to any person or pet in the area or adjacent areas, or any property damage.
- c. Extreme care shall be observed not to damage any other plants, if selected weed killers are used. Spraying shall be done only at times when there is no wind.

## 12. DISEASE AND PEST CONTROL

- a. All landscape areas are to be inspected for presence of disease, insect or rodent infestation. The maintenance crews shall advise within four (4) days of disease, insect, or rodent infestation and specify control measures to be taken; and shall implement the approved control measures, exercising extreme caution in the application of all spray materials, dusts or other materials utilized. All Chemical applications are the responsibility and liability of the contractor.
- b. Approved control measures shall be continued until the disease, insect or rodent is controlled. All safeguards shall be utilized during disease, insect or rodent control operations to ensure safety of the public and the maintenance crew.

13. HAZARDS

- a. Hazards, such as pot holes on grounds, standing water, ropes tied to tree limbs, excavations, and unsecured material, such as wood, wire, metal, etc., shall be immediately brought to the attention and upon receiving permission, provide appropriate remedy.

14. WATER CONSERVATION

- a. All irrigation systems shall be turned off during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

15. DEBRIS REMOVAL

- a. All grass, pruning, trash, and general debris is to be removed.

DEL WEBB SPECIFIC PLAN  
GENERAL SPECIFICATIONS FOR INTERIM FIRE STATION

LIVING QUARTERS

- \* 1800 - 2000 Square feet
- \* Office
- \* Sleeping Quarters (three personnel)
- \* Captain's Quarters
- \* Two (2) bathrooms (1 handicap access) with showers
- \* Dayroom
- \* Kitchen and Dining area
- \* Covered decks around exterior for access/egress
- \* Cabinets in kitchen and office
- \* Floor and window coverings

APPARATUS BUILDING

- \* 1800 - 2000 square feet
- \* Roll-up motorized metal doors (approx. 14w x 12h)
- \* Personnel access doors
- \* Skylights in roof, manual opening system (ventilation)
- \* Space heater
- \* One bathroom (handicap access toilet and sink)

INFRASTRUCTURE

- \* Water, sewer, gas, electrical, telephone/data lines (both buildings)
- \* Driveways and parking areas per Fire Code
- \* Fire Hydrant
- \* Convault (fuel)

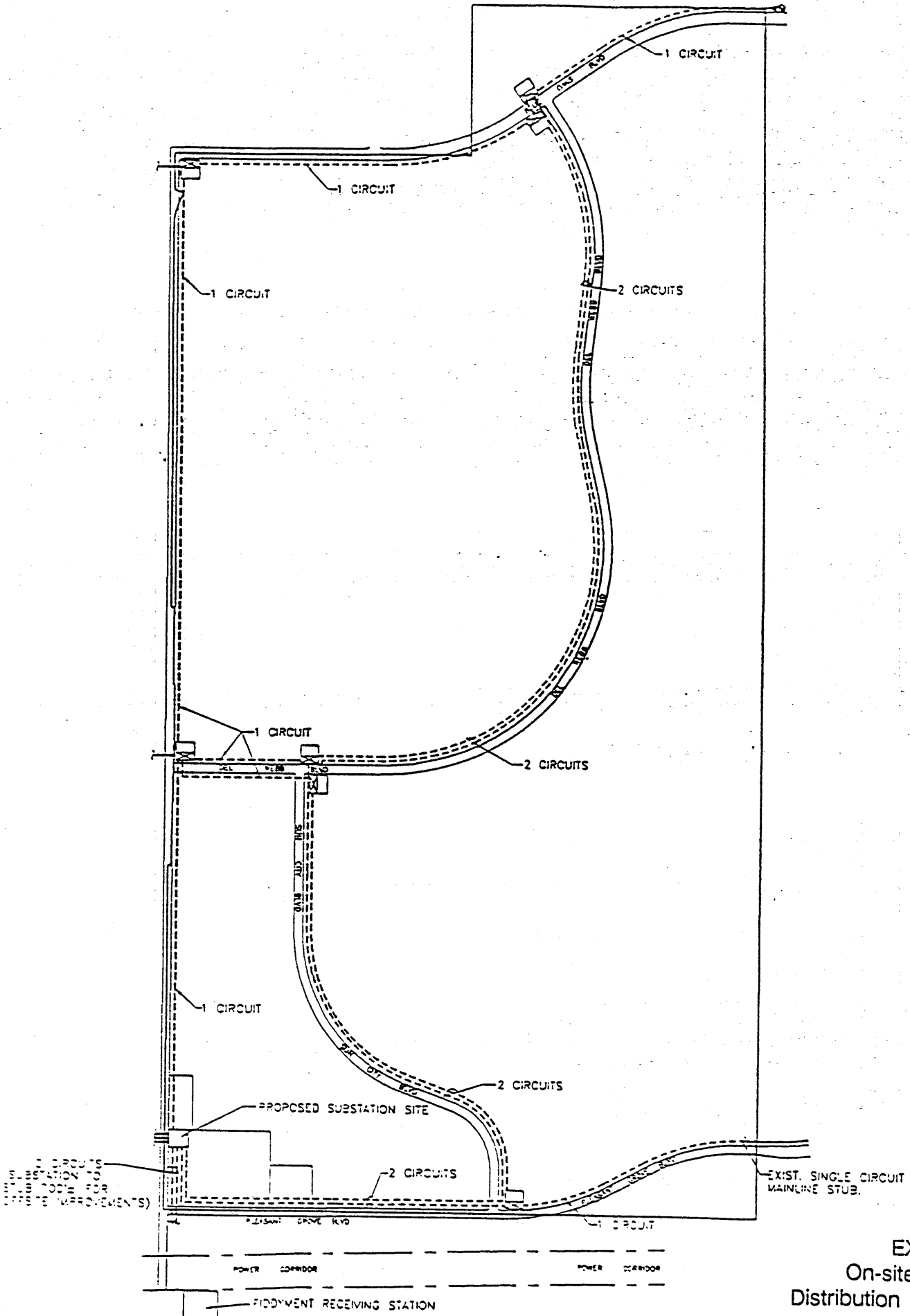
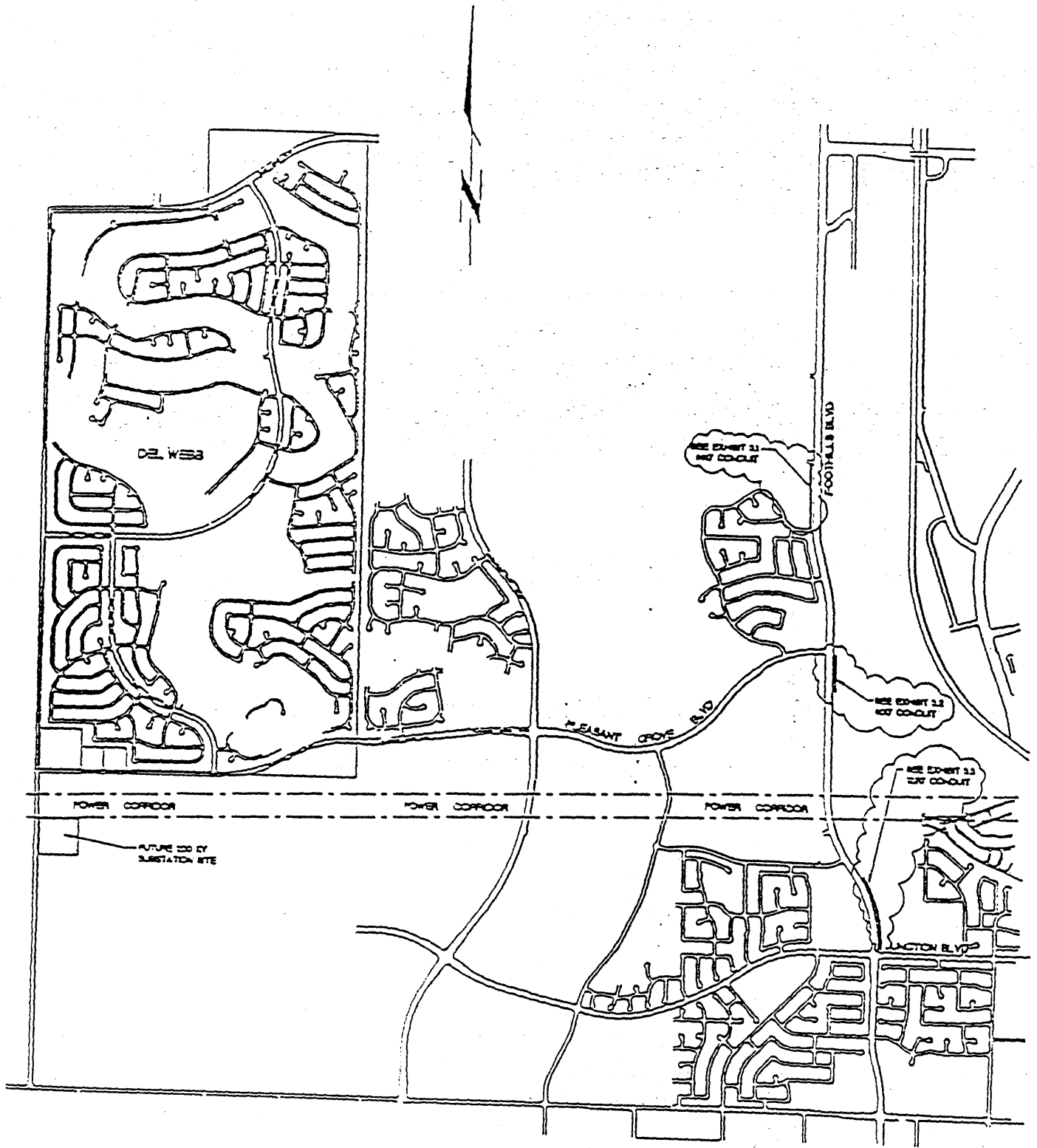
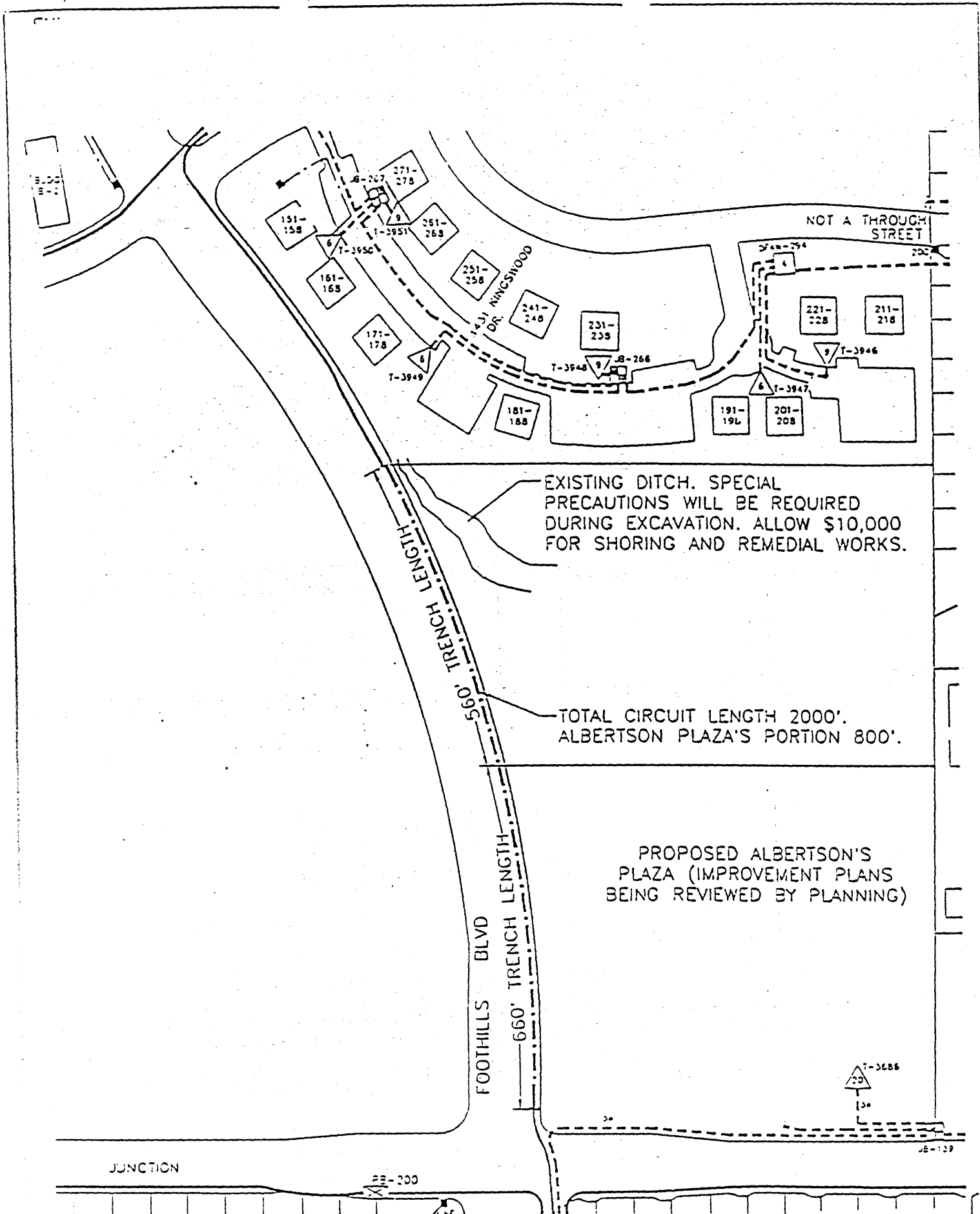


EXHIBIT O  
 On-site Electric  
 Distribution Facilities



DEL WEBB PROJECT LOCATION  
 MAP FOR 12KV NETWORK  
 OFFSITE IMPROVEMENTS



EXISTING DITCH. SPECIAL PRECAUTIONS WILL BE REQUIRED DURING EXCAVATION. ALLOW \$10,000 FOR SHORING AND REMEDIAL WORKS.

TOTAL CIRCUIT LENGTH 2000'. ALBERTSON PLAZA'S PORTION 800'.

PROPOSED ALBERTSON'S PLAZA (IMPROVEMENT PLANS BEING REVIEWED BY PLANNING)

FOOTHILLS BLVD

590' TRENCH LENGTH

660' TRENCH LENGTH

NOT A THROUGH STREET

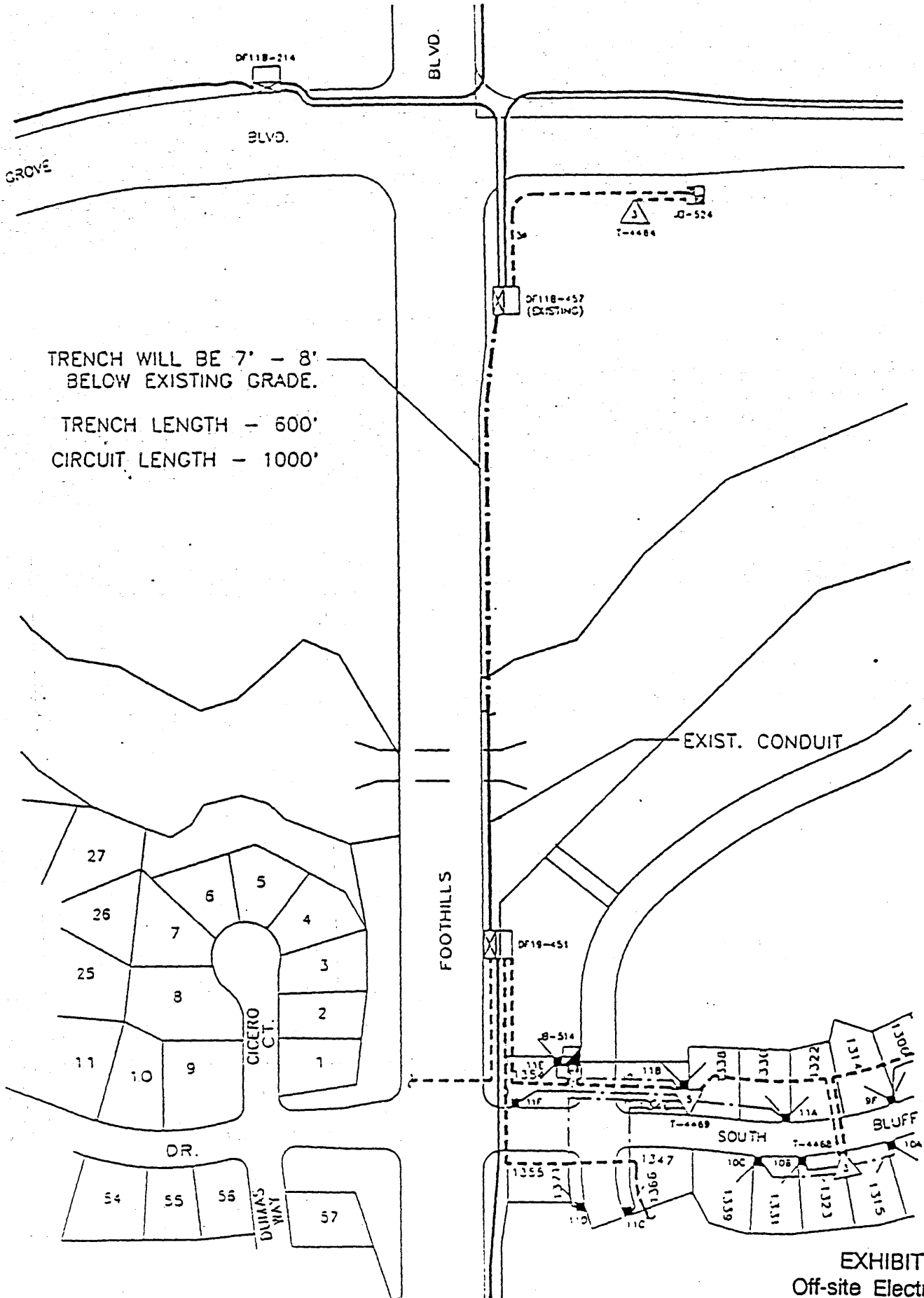
JUNCTION

200

T-3945

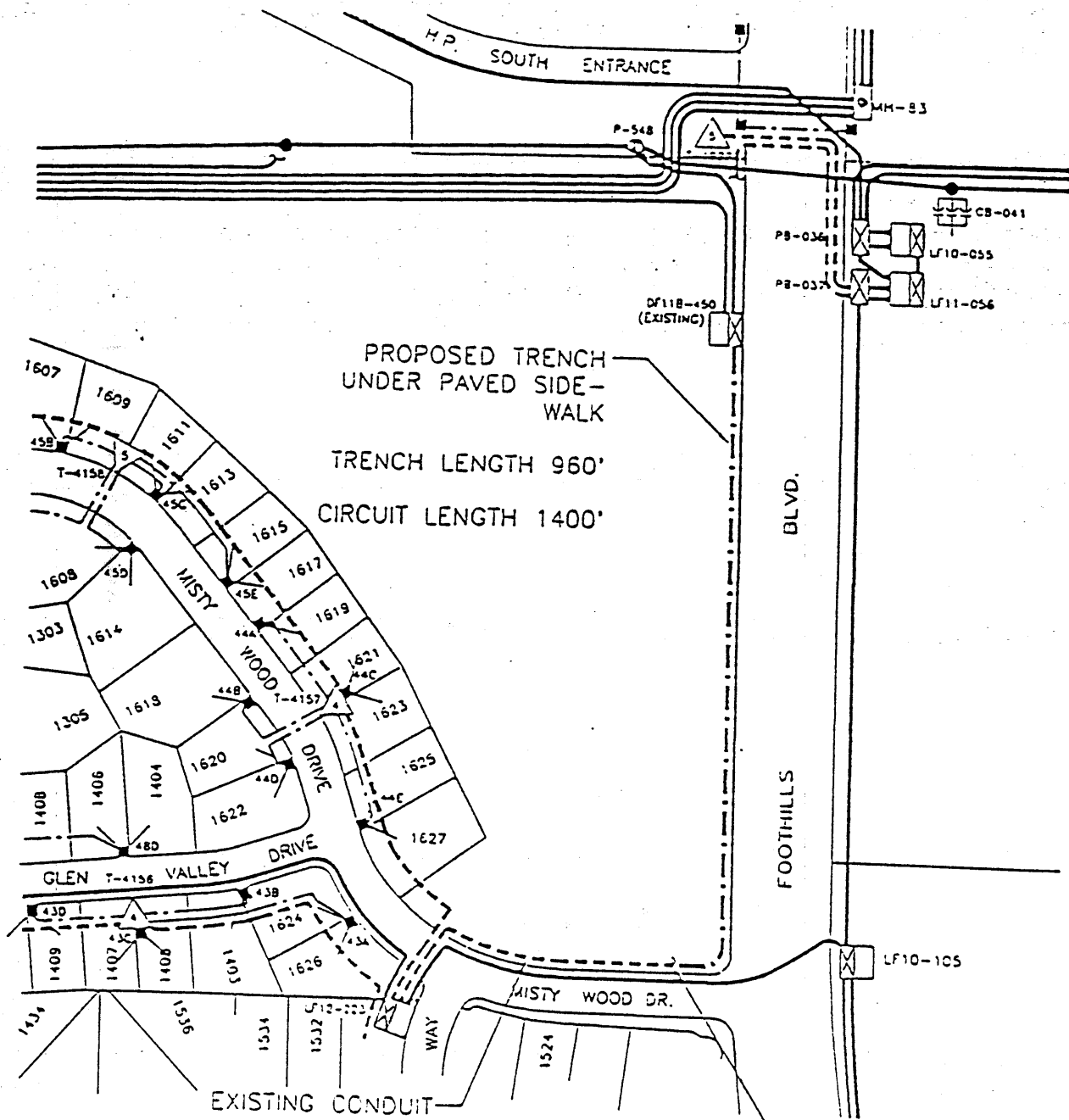
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EXHIBIT P  
Off-site Electric



TRENCH WILL BE 7' - 8'  
BELOW EXISTING GRADE.  
TRENCH LENGTH - 600'  
CIRCUIT LENGTH - 1000'

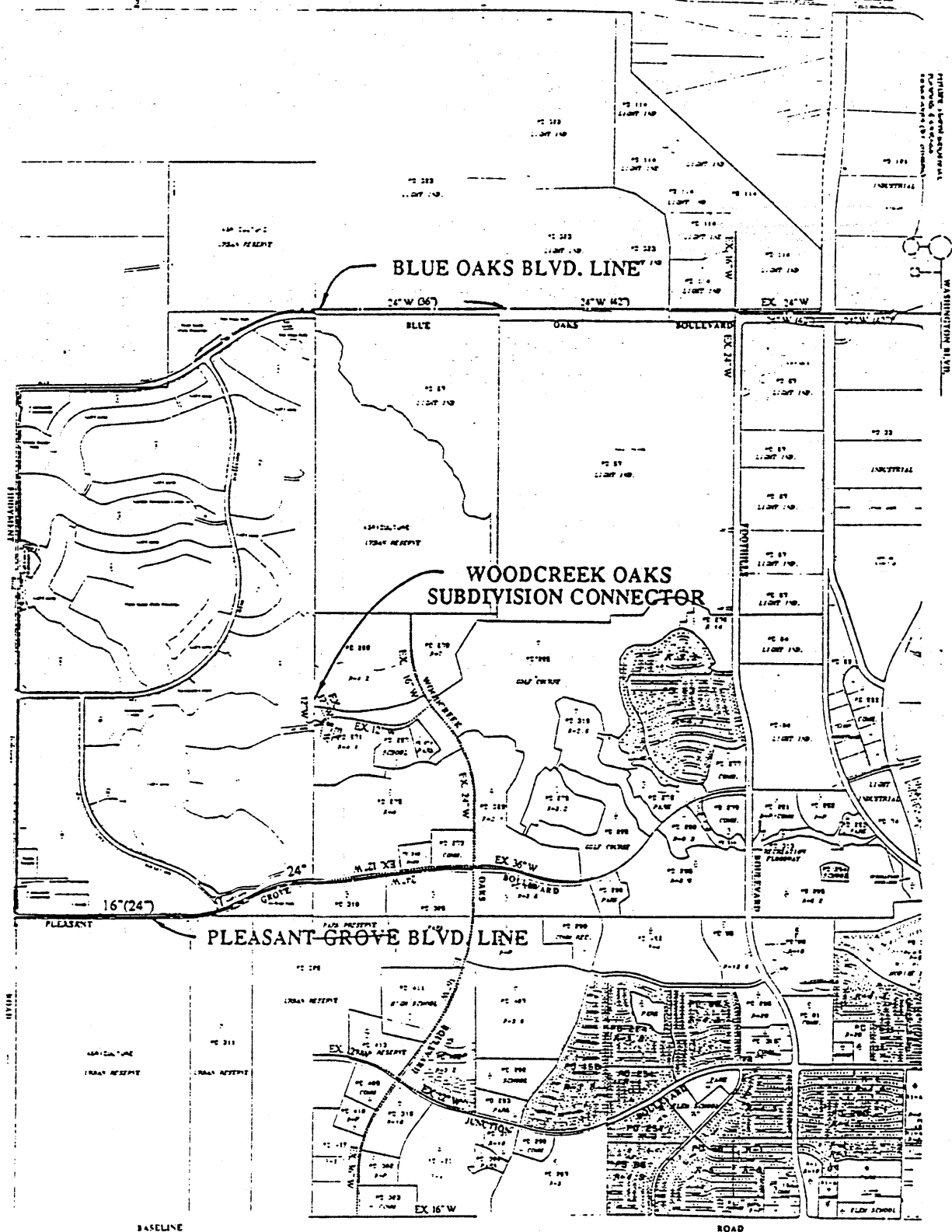
EXHIBIT P  
Off-site Electric  
Utility Improvements



SET A DF10 SWITCH  
HERE TO TIE LF10-105.

EXHIBIT P  
Off-site Electric  
Utility Improvements

- Legend:**
- ..... Existing Water Main & Ties
  - Proposed Water Main
  - Proposed Water Main 24"
  - (M) Proposed Water Main Overcrossing

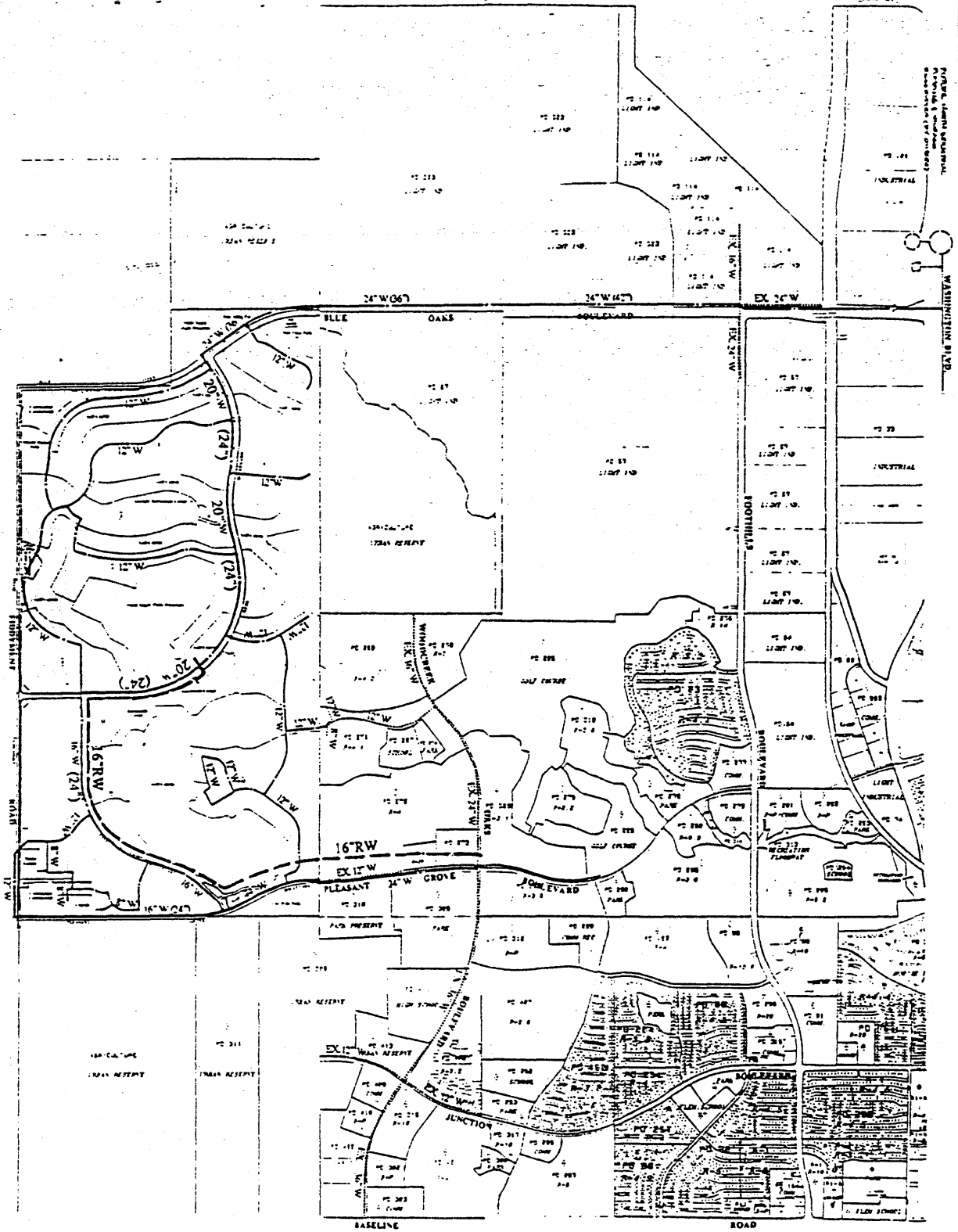


**EXHIBIT "Q"**  
**MAJOR WATER LINES**



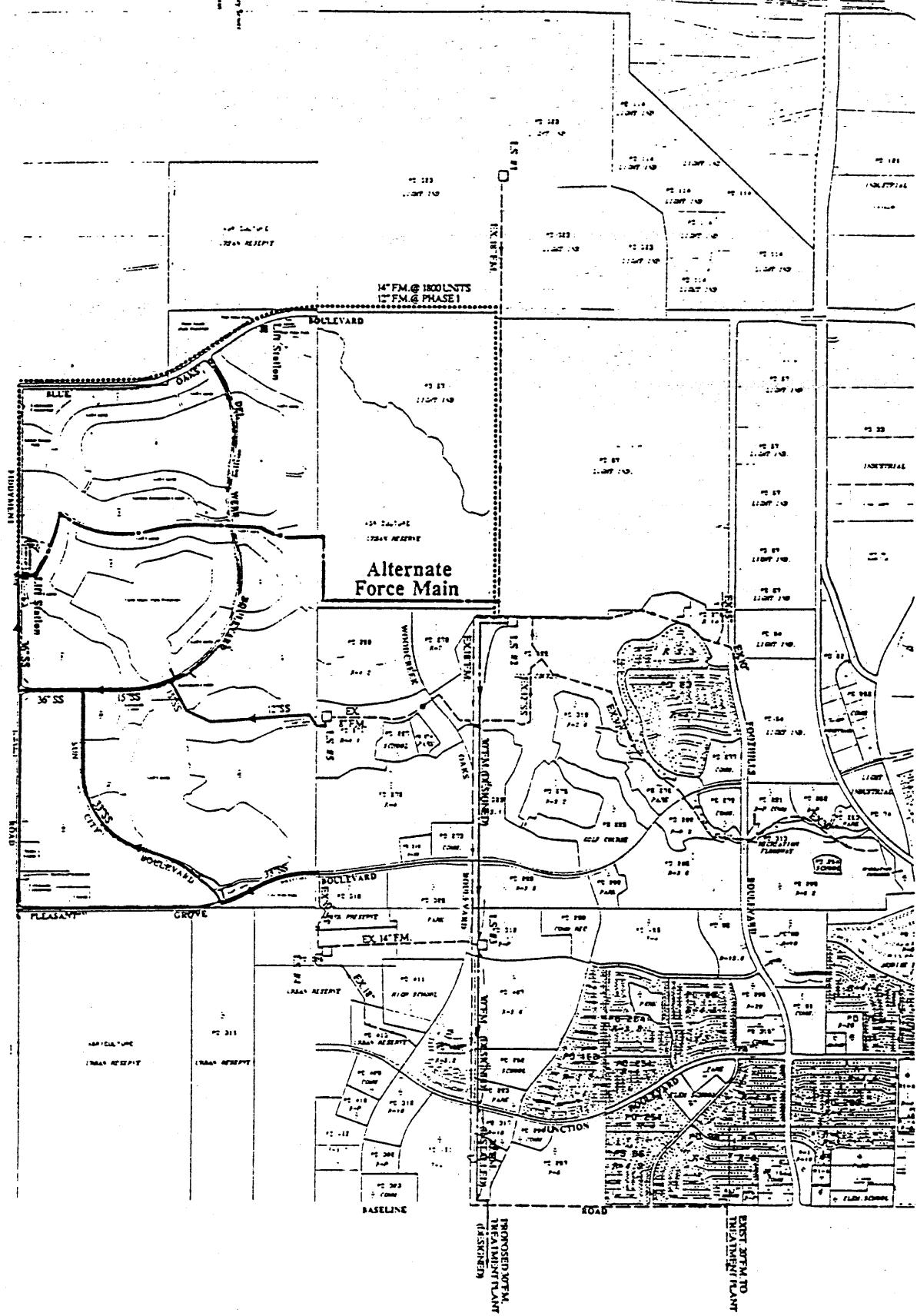
**Legend:**

- Existing Water Main 8" Dia
- Proposed Water Main
- Proposed Water Main 12" Dia
- Proposed Water Main 16" Dia
- Proposed Water Main 24" Dia
- Proposed Water Main 36" Dia
- Proposed Water Main 48" Dia



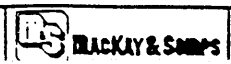
**EXHIBIT "R"**  
**ON SITE WATER TRANSMISSION MAINS**

- Legend:**
- Existing Force Main/Proposed Sewer
  - Proposed Sewer Line
  - Proposed Manhole
  - Proposed Sanitary Sewer
  - Proposed Force Main

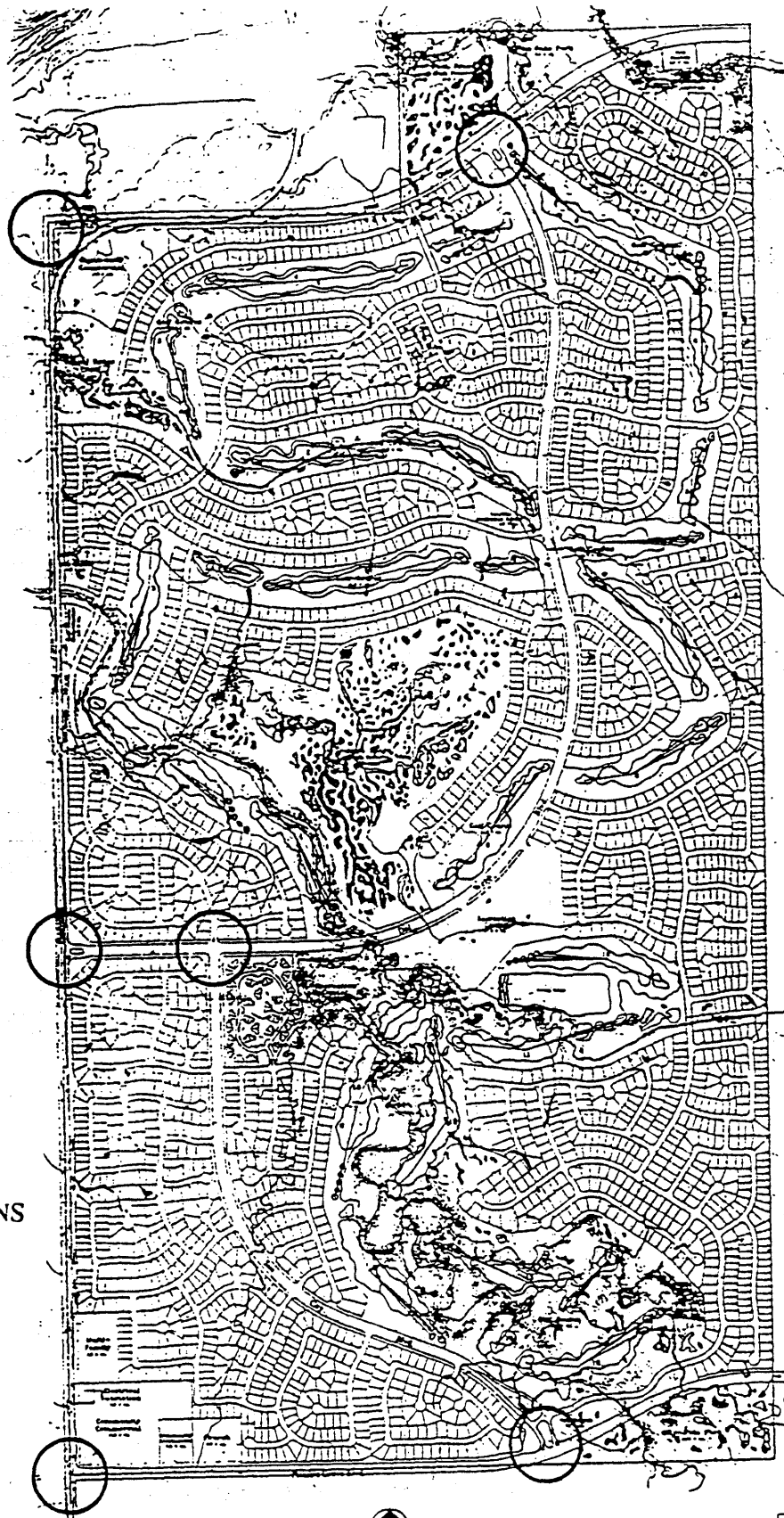


PROJECT NO. 1A05-0

**EXHIBIT'S**  
**SANITARY SEWER MASTER PLAN**



DATE	10/15/11
BY	J. S. [unclear]
CHECKED BY	[unclear]
SCALE	AS SHOWN
PROJECT NO.	1A05-0
SHEET NO.	1



○ LOCATIONS



# Del Webb

INTERSECTION APPROACH WIDENING LOCATIONS

Del Webb California Corp. • MacKay & Soms

Roseville, California



EXHIBIT  
Intersection  
Approaches

ORDINANCE NO. 2758

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A DEVELOPMENT AGREEMENT WITH DEL WEBB  
CALIFORNIA CORP, WALAIRE, INC., AND JOHN S. FIDDYMENT  
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 Article 30 of Ordinance No. 302, 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 Del Webb California Corp, Walaire, Inc., and John S. Fiddymment.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for Del Webb California Corp, Walaire, Inc., and John S. Fiddymment 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 any applicable Specific Plan;

2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;

3. The Development Agreement is in conformity with public convenience, general welfare and good land use practice;

4. The Development Agreement will not be detrimental to the health, safety and general welfare of residents in the City of Roseville;

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

6. The development permitted by the Development Agreement will provide sufficient benefit to the City of Roseville to justify entering into the Development Agreement.

SECTION 3. The Development Agreement by and between Del Webb California Corp, Walaire, Inc., and John S. Fiddymment and the City of Roseville, 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 10 days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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

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

PASSED AND ADOPTED by the Council of the City of Roseville this 5th day of January, 1994, by the following vote on roll call:

AYES · COUNCILMEMBERS: Harry Crabb, Jr., Bill Santucci, Mel Hamel

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Claudia Gamar, Pauline Roccucci

Mel Hamel  
MAYOR

ATTEST:

Debra Florence  
CITY CLERK