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DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
CD COMMUNITIES I
RELATIVE TO THE DEVELOPMENT
KNOWN AS DIAMOND OAKS XI

June 6, 1990

CF: 0401-03-09
NCRSP

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DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE AND
CD COMMUNITIES I
RELATIVE TO THE DEVELOPMENT
KNOWN AS DIAMOND OAKS XI

This Development Agreement is entered into this 5th day of September 1990, by and between the City of Roseville, a Municipal Corporation, hereinafter "City", and CD COMMUNITIES I, a California Limited Partnership, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

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

2. Property. Landowner owns in fee that certain property described in Exhibit A-1 and shown on Exhibit A-2 (hereinafter the "Property"), attached hereto and incorporated herein by this reference. Landowner seeks City's approval of proposed land uses and zoning of the Property consistent with the Roseville General Plan (the "General Plan") and the North Central Roseville Specific Plan, as adopted on July 5, 19 90 (the "NCRSP" "Specific Plan" or "Plan").

3. Hearings. On April 12, 1990, the City Planning Commission, designated by City Ordinance No. 802 as the advisory agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement in a duly noticed public hearing.

4. Environmental Impact Report. On May 31, 1990, the City Council, in Resolution 90-110, certified as adequate and complete the Final EIR (the "Plan EIR") for the North Central Roseville Specific Plan. The City Council finds that no subsequent or supplemental environmental impact report relating to this Development Agreement is necessary in that the terms and conditions of the Specific Plan and this Development Agreement are consistent with and within the scope of the Plan EIR. Mitigation measures were suggested in the Plan EIR and are incorporated to the extent feasible in the Specific Plan and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

5. No Further Environmental Documents. The City Environmental Coordinator has determined that there are no substantial changes in the Plan or in the circumstances under which the project is to be undertaken, and that the Plan and the adoption of this Agreement involve

no new impacts not considered in the Plan EIR; therefore, no further environmental documents relating to the adoption of this Agreement are required. Landowner, pursuant to the Agreement, will be bound by the fees, measures and provisions adopted by the City to mitigate any impacts related to the need for public facilities arising out of the development of this Property pursuant to this Agreement.

6. Entitlements. Following consideration and certification of the aforementioned Plan EIR and of CEQA related findings, the City Council on May 31, 1990, adopted a Statement of Overriding Consideration with respect to the following entitlements to permit residential development on the Property:

- A. The Roseville General Plan, as amended by Resolution No. 90-114;
- B. The North Central Roseville Specific Plan, as adopted by Resolution No. 90-170;
- C. The Rezoning of the Property pursuant to Ordinance No. 2331 dated September 15, 1990;
- D. Schematic Development Plan (Exhibit B, attached hereto and incorporated herein by this reference); and
- E. Ordinance No. 2336, adopting this Agreement (the "Adopting Ordinance").

7. General and Specific Plans. Development of the Property in accordance with the conditions of approval will provide orderly growth and development of the area in accordance with the policies set forth in the General and Specific Plans.

8. Substantial Costs to Landowner. Landowner has incurred and will incur substantial costs in order to comply with conditions of approval and to assure development of the Property in accordance with the General Plan, the NCRSP and the terms of this Agreement.

9. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities in excess of those otherwise required for implementation of the General Plan.

10. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required to mitigate impacts of the development on the community, and City agrees to assure that Landowner may proceed and complete development of the property in accordance with the terms of this Agreement. City and Landowner recognize and agree that but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements

as herein provided to mitigate the impacts of the Plan.

11. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Article 30 of Ordinance 802.

12. Consistency with General Plan and North Central Roseville Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan of the City of Roseville and with the North Central Roseville Specific Plan.

Agreement

SECTION 1. GENERAL PROVISIONS.

1.A. Property Description and Binding Covenants. The Property is that property described in Exhibits A-1. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto.

1.B. Term.

1.B.1. Commencement; Expiration. The term of this Development Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty (20) years hereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement, nor shall said termination of the Agreement affect the covenants set forth in Section 3.G, relating to the obligations of owners of property with respect to landscaping maintenance and the City's enforcement rights as set forth herein.

1.B.2. Termination of Single Family Residential Property. This Agreement may be terminated with respect to any of Parcels 11, 12, 29, as shown on Exhibit B, at the election of the then property owner upon recordation of a final residential subdivision map of such property and written notice to City of such election to terminate provided that i) all improvements which are to be financed or constructed by the Community Facilities District, as described in Section 3.C (hereafter the "CFD") and which are required to serve the parcel, as determined by City, have been accepted by City, ii) an affordable housing development agreement, if required pursuant to Section 2.C.2.e, has been recorded on the parcel, iii) the Landscape and Lighting District required pursuant to Section 3.G.1 has been formed, and iv) a regional or NCRSP drainage retention program (in

accordance with Section 3.D.4) has been approved or established by City. City shall cause any written notice of termination received 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.B.3. Termination of Multi-Family Property.

This Agreement may be terminated with respect to any of Parcel 29 at the election of the then property owner upon issuance of a use permit for such property and written notice to City of such election to terminate provided that i) all CFD improvements required to serve the parcel, as determined by City, have been accepted by City, ii) an affordable housing development agreement, if required pursuant to Section 2.C.1.e, has been recorded on the parcel, iii) the Landscape and Lighting District required pursuant to Section 3.G.1 has been formed and iv) a regional or NCRSP drainage retention program (in accordance with Section 3.D.4) has been approved or established by City. City shall cause any written notice of termination received 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.C. Assignment. Landowner shall have the right to sell, assign, or transfer this Agreement with all of its right, title and interest therein to any person, firm or corporation at any time during the term of this Agreement. Notwithstanding the foregoing, no such assignment shall be made without the express written consent of City, such consent to be given at City's sole discretion, unless and until the Council of the City of Roseville has determined that the CFD has been created with full legal effect and that the City has authorized to levy the special tax described in Section 3.C.1.c hereof, all in accordance with Section 53328 of the Government Code of the State of California. Express assumption of any 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.D. Notices. Formal written notices, demands, correspondence and communications between City and Landowner shall be sufficiently given if dispatched by postage prepaid first-class mail to the principal offices of the City and Landowner, as set forth in Section 10, or such person or entity designated in notice to the City pursuant to this Section 1.D. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addressees as either party may from time to time designate. Landowner shall give written notice to City, within ten (10) days after close of escrow, of any sale or transfer of any portion of the Property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

1.E. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties, with City costs incurred incidental to amendment proceedings and any uniform fees payable by

amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and the Adopting Ordinance, provided that:

1.E.1. Amendments Not Requiring Hearing. Any amendment to this Agreement which does not relate to the term; permitted uses; density or intensity of use; height or size of buildings; provisions for reservation or dedication of land; conditions, terms, restrictions and requirements relating to subsequent discretionary actions; monetary contributions by Landowner; or any conditions or covenants relating to the use of the property shall not require notice of public hearing before the parties may execute an amendment hereto; and

1.E.2. Amendment of Schematic Development Plan Not Requiring Amendment of Agreement. Any amendment of the Schematic Development Plan which has been (a) approved by the Planning Commission as provided by Section 1.F.1. below, including but not limited to the location of buildings, streets and other physical facilities and (b) requested or expressly approved by Landowner, shall not require an amendment to this Agreement.

1.F. Amendment of Schematic Development Plan.

1.F.1. Amendments Consistent with Plan. Upon request of Landowner, the Planning Commission may amend or modify the Schematic Development Plan without compliance with procedural provisions of the zoning ordinance or any other notice of public hearing if the Planning Commission determines that the requested amendment or modification is not substantial and is consistent with the North Central Roseville Specific Plan.

1.F.2. Compliance with Statutes and Ordinances. Except as provided herein, amendment of the Schematic Development Plan or North Central Roseville Specific Plan shall comply with the procedural provisions of statutes and the zoning ordinance in effect on the date of application for such amendment.

SECTION 2. DEVELOPMENT OF THE PROPERTY.

2.A. Permitted Use.

2.A.1. Generally. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, and location of public improvements, and other terms and conditions of development applicable to said property shall be those set forth in this Agreement, the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement, and the Schematic Development Plan attached hereto as Exhibit B and the Table of Land Uses attached hereto as Exhibit C; provided, however, that the size and shape of particular parcels of the Property shown on the Schematic Development Plan are illustrative only and are, therefore, subject to change as provided in Section 1.F.

City is bound with respect to the uses permitted under this Agreement only insofar as this Agreement so provides or as otherwise set forth in law or ordinance.

City agrees that land use is granted and grants such land use herewith to the Property subject to this Agreement as follows: 235 dwelling units for residential use, all as set forth on Exhibits B and C. Such uses shall be as set forth and defined in the North Central Roseville Specific Plan or the Zoning Ordinance of the City of Roseville, as such Plan or Ordinance provides on the effective date of this Agreement.

2.C. Affordable Housing.

2.C.1. Multi-Family Affordable Units.

2.C.1.a. Landowner agrees that sites for five (5) residential units will be reserved for residents with earnings falling within the very low (less than fifty percent (50%) of median income) and low (fifty percent (50%) to eighty percent (80%) of median income) categories. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville.

2.C.1.b. The reservations provided in this section 2.C.1 shall be as follows:

Parcel 29 Five (5) units

2.C.1.c. If the total number of units constructed on any of the parcels described above are more, or less, than the number allocated to such parcels in the Schematic Development Plan and the Table of Land Uses (Exhibits B and C), then the number of affordable units will be increased or decreased by ten percent (10%) of the amount of such increase or decrease in the total number of units constructed;

2.C.1.d. At the request of Landowner, the affordable obligation (or any portion thereof) for a particular parcel (the Transferring Parcel), as set forth in Section 2.C.1.b, may be transferred, with the consent of City, to another parcel (the Transferee Parcel) within the Plan Area (excluding Parcels 101 or 102). No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against both the Transferring Parcel and the Transferee Parcel in the office of the Recorder of Placer County.

2.C.1.e. City shall compensate Landowner or its successors for two-thirds (2/3) of the net present value

(discounted at a reasonable rate of interest, based on a reservation of use for a period of thirty (30) years) of the loss of rental revenue that would be expected to accrue over the thirty (30) year period that such units are reserved. Such compensation (hereafter "subsidy" or "subsidies") shall be made in cash, by fee reduction, by density bonuses or any other form agreeable to the Landowner and City. Within sixty (60) days after Landowner or a successor applies for a use permit, with respect to any of the parcels specified in Section 2.C.1.b, City shall specify the range of incomes to be served and identify or provide funding for subsidies. Prior to issuance of a building permit or for a structure on a particular parcel, City and Landowner shall enter into an Affordable Housing Development Agreement with Landowner or its successor giving effect to the intent of this Section 2.C.1 with respect to such parcel. If City cannot provide the necessary funding on any of the parcels specified in Section 2.C.1.b, City shall identify a source of funding for subsidies for the affordable units applicable to the parcel for which the use permit pertains. Landowner shall join City in any application prepared by City for Federal, State, local or private funding for such identified subsidies and Landowner shall use its best efforts to cooperate with City to obtain approval thereof. City and Landowner agree that the pursuit or approval of such application shall not result in any adverse economic or financial impact on Landowner or the applicable parcel, except as set forth in this Section 2.C.1.e. If subsidies have not been made available within nine (9) months following application for the use permit (the "Subsidy Feasibility Period"), then the requirement to provide the low-income affordable units shall terminate or shall be reduced or deferred to a level or for a period for which City can provide funding. In the event that Landowner, during the Subsidy Feasibility Period, rents a unit required to be provided to a low income household, Landowner waives the right to any subsidy during such Subsidy Feasibility Period. If City has agreed to provide funding and the project subsequently does not proceed because application has not been made by Landowner for a building permit or Landowner fails to construct the units, City shall be entitled to reimbursement for any losses or penalties incurred pursuant to assembling the necessary funding or subsidies for affordable housing for such parcel.

2.C.2. Purchase of Affordable Units.

2.C.2.a. Landowner agrees that nineteen (19) residential units will be reserved for purchase by owner-occupant residents with earnings falling within the middle income (eighty percent (80%) to ninety-nine and one-half percent (99.5%) of median income) category. Such median household income shall be defined and adjusted in accordance with the most recent circular or other data issued by the United States Department of Housing and Urban Development for

the Sacramento Metropolitan Statistical Area or in accordance with such other methodology as is set forth in the Housing Element of the General Plan of the City of Roseville. The reservations provided in this Section 2.C.2.a shall be as follows:

Parcel 11 Two (2) Units

Parcel 12 Seventeen (17) Units

2.C.2.b. If the total number of units constructed on the parcels described above is more, or less, than the number allocated to such parcels in the Schematic Development Plan and the Table of Land Uses (Exhibits B and C), then the number of affordable units will be increased or decreased by ten percent (10%) of the amount of such increase or decrease in the total number of units constructed.

2.C.2.c. Landowner agrees that City need not provide any financial subsidy for the construction of the units described in this Section 2.C.2 and that it shall be the sole responsibility of Landowner or its successor to offer such units for sale.

2.C.2.d. Landowner agrees that, upon the offering for sale of homes within the parcels described in Section 2.C.2.a, the applicable percentage of units to be constructed within such parcel will be priced, at the time of sale, at or below the price that would be affordable to a middle-income household as defined in Section 2.C.2.a. Landowner shall use its best efforts to sell such units to qualifying middle income households. Such best efforts shall be coordinated with the Housing and Redevelopment Manager of the City of Roseville, or such other official as may be designated by City (hereafter "Manager") and include, without limitation:

(i) special advertising prior to the release of the affordable units for sale indicating the availability thereof to middle income households;

(ii) maintenance of a waiting list of applicant middle income households seeking housing opportunities;

(iii) notification of any such applicant households (such notification to include all applicant households from any list provided by the Manager) prior to any release of affordable units; and the pre-release, by at least one day, of such affordable units to such notified households; and

(iv) for any affordable units for which contracts of sale are not entered into with middle income households after the above efforts, Landowner

shall not enter into any contracts of sale for such available units, except with households qualifying by income pursuant to Section 2.C.2.a, for one week after the release of the affordable units to the general public.

2.C.2.e. Not less than forty-five (45) working days prior to the close of escrow with respect to the purchase of a unit reserved pursuant to this Section 2.C.2, Landowner shall notify the Manager of the intended sale, the name of the buyer (the "Buyer"), the size of the Buyer's household and the household income of such Buyer. If no objection or request for information is made by Manager within ten (10) working days of receipt of Landowner's notice by City, Landowner may convey the unit to Buyer and Landowner's obligation with respect to Section 2.C.2 shall be deemed fulfilled to the extent of such unit. Within ten (10) working days of such notice, Manager may deliver a written objection to such sale or a written request for supplementary information. In the event of receipt of an objection or request, Landowner shall refrain from conveying the unit unless and until the objection or request is withdrawn by Manager. In the event that Manager, after receipt of information from or consultation with Landowner, declines to withdraw the objection or issues additional requests, Landowner may request and shall be entitled to a hearing within thirty (30) days of such a request before the Council of the City of Roseville which shall have the sole and final authority, reasonably exercised, to determine the eligibility of the proposed Buyer and the extent to which the obligation created pursuant to this Section 2.C.2 shall have been fulfilled.

2.C.2.f. Landowner and City agree that the opportunity to purchase affordable housing made available to middle income purchasers pursuant to this Section 2.C.2 is intended to be passed on to such purchasers' successors in interest. In order to give effect to this intent, Landowner and City will enter into an Affordable Housing Development Agreement for each of the Parcels enumerated in 2.C.2.a prior to the recordation of a final residential subdivision map for each such Parcel.

2.C.3. Not a Limitation. Nothing in the foregoing Sections 2.C.1 and 2.C.2 shall be construed to limit Landowner from offering units for rental or purchase to households of very low, low or middle incomes in excess of the number of units specified.

2.E. Special Requirements Within the Plan Area.

2.E.1. Lower Watershed Area.

2.C.1.a. Landowner agrees to be bound by the policies set forth in Section 6.1.6. of the North Central Roseville Specific Plan, as such Plan provides on the date of

adoption of this Agreement and, notwithstanding the conveyance of the Lower Watershed Area to the City, to bear, at its expense or that of the Landscape and Lighting District, the cost of such compliance. City agrees to take title to the parcel specified in Section 2.E.1.a.

Landowner consents herewith to the formation of a Landscape and Lighting District pursuant to Section 22500, et seq., of the Streets and Highways Code of the State of California and to the levy of any assessments by such district for the purposes of maintaining the Lower Watershed, and for other purposes on said Parcel 81, as set forth in Section 3.G.

2.E.3. Local and Residential Collector Streets.

2.E.3.a. A minimum five-foot (5') setback strip for landscaping shall be established between the curb and sidewalk along the local and residential collector streets within the Property, as such streets are defined in Sections 5.1.2. and 5.1.3. of the Specific Plan. Such setback strips shall be within the right-of-way for the adjacent streets. City shall grant to the adjacent property owner an easement for the purpose of maintaining turf and shrubbery on the setback strip over the right-of-way to the adjacent property owner or Landowner shall reserve such easement when granting the right-of-way to City. The Landscape and Lighting District established as described in Section 3.G shall maintain any trees planted within the setback strips and shall impose a special assessment for such maintenance and for the performance of leaf removal during the autumn season of each year.

2.E.3.B. Landowner may make application for a tentative map on Parcels 11 and 12, along with other adjoining parcels not currently owned by the Landowner, that include road standards different than typical residential streets as shown in Figure 5-11 of the North Central Roseville Specific Plan. The said road standards may be approved by the Planning Commission and City Council, as a part of the tentative map application in the City's sole discretion.

2.E.4. Golf Course Setbacks. Landowner acknowledges that certain portions of Parcel 12, as shown on Exhibit B, are adjacent to the Diamond Oaks Golf Course (the "Golf Course"). Landowner and City agree that no residential structures may be constructed within the fifty (50) foot setback area as shown on Exhibit D-1, notwithstanding any other provision of an ordinance of the City of Roseville. Structures constructed within the restriction area as shown on Exhibit D-1 are to be turned a minimum of ten (10) degrees from line of play and have impact resistant glass as approved by the Chief Building Official in windows facing line of play. The restriction set forth in this Section 2.E.4 shall be shown on the face of any map which includes any portion of the area shown on Exhibit D-1 and described in Exhibit D-2.

2.E.5. Golf Course Waiver Areas. Landowner acknowledges that, in addition to the areas defined as subject to a setback requirement in Section 2.E.4, above, other portions of Parcel 12 may be subject to adverse effects arising out of the operation of the Golf Course. Landowner, in Landowner's capacity as owner of those portions of Parcel 12 shown on Exhibit E-1 and described in Exhibit E-2 waives any claim for damages or other relief which may arise out of acts or omissions resulting from the normal and customary operation, maintenance or use by City, its agents, employees, licensees and permittees, of the Golf Course including, without limitation, personal injury or property damage caused by golf balls. Nothing in this Section 2.E.5 shall be construed to constitute a waiver of claim with respect to acts or omissions constituting gross negligence, recklessness or willful or wanton conduct. A separate covenant giving effect to the waiver set forth in this Section 2.E.5 shall be recorded on any lots or parcels that may be created within the area shown on Exhibit E-1 and described in Exhibit E-2, at the time the map creating such lots or parcels is recorded.

2.F. Transfer of Units. If a use permit is granted or a tentative map is approved with respect to any parcel within the Property that has been designated for residential use by this Agreement and such use permit or tentative map does not permit the use of all units allocated to such parcel by this Agreement, Landowner may transfer the number of units by which the allocated units exceed the approved units (the "Excess Units") to any other parcel or parcels within the Plan Area (the "Transferee Parcel") for which residential land use has been granted pursuant to Plan Area. Any such transfer shall be subject to such supplementary environmental analysis as CEQA may require. Landowner shall designate the Transferee Parcel at the time the use permit or tentative map is approved.

2.G. Rules, Regulations and Official Policies.

2.G.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, maximum building height and size, or provisions for reservation and dedication of land as provided in this Agreement, the terms of this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, regulations or policies, adopted on a city-wide basis, are consistent with the permitted uses, density and intensity of use, maximum building height and size, provisions for reservation or dedication of land, or any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable.

2.G.2. Application of Changes. This section shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in City laws, regulations, plans or policies prevent 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 3.N of this Agreement.

2.G.3. Authority of City. This section 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 Schematic Development Plan and the North Central Roseville Specific Plan, as such Plan provides on the effective date of this Agreement.

SECTION 3. OBLIGATIONS OF THE PARTIES.

3.A. Dedications, Conveyances and Reservations.

3.A.3. Park Sites.

3.A.3.a. Landowner agrees to acquire and convey to the City upon demand a 2.9 acre park parcel identified as 54a, a 0.36 acre portion of park parcel identified as 54b, and a 0.51 acre portion of park parcel identified as 50c on the Schematic Development Plan as necessary to satisfy Landowner's obligation under the Plan (as such Plan provides on the effective date of this Agreement) or in lieu of such Conveyance to pay to the City a fee equal to the cost of acquiring 3.77 acres of parkland sufficient to satisfy Landowner's obligations under the Plan (as such Plan provides on the effective date of this agreement).

3.A.3.b. Lower Watershed. Landowner, upon demand of City, shall dedicate, grant or convey 5.46 acres of flood plain for flood control, recreational uses and wildlife habitat preservation, shown as Parcels 81a and 81b on the Schematic Development Plan, subject to obtaining a permit to fill wetlands (a "404 Permit") from the U.S. Army Corps of Engineers (the "Corps") in conjunction with development of the Property in accordance with this Agreement. If, on the fifth anniversary date of the adoption of this Agreement, a 404 Permit has not been obtained, then Landowner shall grant and convey such parcel to City. Prior to conveyance to City, Landowner shall permit construction of improvements on Parcels 81a and 81b as listed in Sections 3.B.3.q.

3.A.6. Circulation Rights-of-Way.

3.A.6.a. Landowner, upon demand of City, shall dedicate, grant or convey, in further consideration of the land use granted herein, those portions of its property, as may be reasonably required for any circulation improvements described in Section 3.B.3 hereof and in Exhibit G, in the

widths set forth and described in Section 5.1 of the Plan (as such Plan provides on the effective date of this Agreement), but only to the extent that such rights-of-way are within the Property.

3.A.6.b. Public Utility Easement. Landowner agrees to grant the City of Roseville an additional easement in a width of fifteen (15) feet north and parallel to the City's existing ten (10) foot easement located along the southerly portion of parcel 12.

3.A.10. Liens, Encumbrances, Covenants, Conditions and Restrictions. The property to be conveyed to City pursuant to this Section 3.A shall be free of any liens, encumbrances, special taxes, or assessments, not approved by City and shall be excluded from the application of any Declaration of Covenants, Conditions and Restrictions, excepting the rights of way and easements described above may be conveyed subject to existing liens and encumbrances so long as such liens and any encumbrances that may interfere therewith are subordinated to the easement.

3.A.11. Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California with regard to any otherwise uncompensated conveyance or dedication of land or easements over the property specified in this Agreement.

3.B. Improvements.

3.B.1. Circulation Standards. The standards for the circulation improvements set forth in this Section, and the rights-of-way required therefor shall be as set forth in the North Central Roseville Specific Plan, as such Plan provides on the effective date of this Agreement.

3.B.2. Utility Improvements.

3.B.2.a. City and Landowner agree that the Community Facilities District ("CFD") shall construct or finance the construction of the trunk water mains shown on Exhibit H, attached hereto (the "Mains"). It is stipulated herewith that the diameter of such mains is in excess of that required to meet the needs arising out of the land use granted herein ("Excess Capacity"). It is further stipulated that the portion of the cost of such mains arising out of the Excess Capacity is attributable to requirements of the City or of other users unrelated to the requirements of the North Central Roseville Specific Plan Area. Except as otherwise provided in Sections 3.C.3.b and 3.C.3.c, City agrees that City will use its best efforts to reimburse the CFD for the costs of the remaining Excess Capacity in the Mains if, and only if, City issues permits or entitlements or enters into agreements with or for third parties that will require the use of such

capacity. Any such reimbursement shall be based on a marginal cost calculation.

3.B.2.b. City and Landowner agree that the Community Facilities District shall construct or finance the construction of trunk sewer lines within the Plan area and along that branch of Pleasant Grove Creek which connects Washington Boulevard to Lift Station No. 2, all as shown and described on Exhibit I, hereto.

3.B.2.c. Landowner agrees that a portion of Parcel 12 and all of Parcels 11 and 29 shall be annexed to the North Roseville/Rocklin Sewer Assessment District and waives any objection to annexation fees therefor to the extent that such annexation fees are reasonably related to the cost of facilities required to serve the Property and to the extent that no provision has been made for such annexation fees elsewhere in this Agreement. Landowner further agrees that the CFD shall finance construction of additional capacity at Lift Station No. 1, not later than January 1, 1992, in order to make capacity available for the Plan Area at Lift Station No. 2. The cost of such additional capacity shall not exceed \$935,000. Landowner further agrees that the CFD shall finance a portion of the cost of construction of a sewer connection line from Lift Station No. 1 to the Regional Sewage Treatment Plant in order to make capacity available in the existing sewer collection line to serve the Plan Area. The cost of such sewer collection improvements shall not exceed \$500,000.

3.B.2.e. City and Landowner agree that the Community Facilities District described in Section 3.C shall finance the extension of electrical facilities to serve all traffic signals and street lights within the Property and that no street shall be opened to the public unless and until street lights and signals have been installed in accordance with the NCRSP and applicable requirements of the Department of Public Works.

3.B.2.f. City and Landowner agree that the Community Facilities District shall finance the construction of electrical distribution facilities as shown on Exhibit J.

3.B.2.i. Nothing in this Agreement shall be construed to limit or restrict the right of 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 power by City and is reasonably related to a requirement to serve the parcel or parcels subject to the easement.

3.B.3. Improvements Constructed or Financed by CFD. City and Landowner agree that the Community Facilities District shall construct or finance the construction or acquisition of the following improvements or facilities:

3.B.3.a. That portion of the Roseville Parkway which is within the North Central Roseville Specific Plan area as shown on Exhibit G, excluding that portion which passes through or is adjacent to Parcels 63, 88, 98a, 98b, 98d and 98e, as shown on Exhibit B.

3.B.3.b. That portion of Pleasant Grove Boulevard which is within the North Central Roseville Specific Plan area, excluding that portion which is adjacent to or passes through Parcels 101 and 102, as shown on Exhibit G.

3.B.3.c. That portion of Eastpark Drive which is within the North Central Roseville Specific Plan area, as shown on Exhibit G.

3.B.3.d. That portion of Collector B which is adjacent to Parcels 14, 50 and 73.

3.B.3.e. That portion of Collector C which is shown on Exhibit G.

3.B.3.f. That portion of Collector (or Street) E from Harding Boulevard, through Parcel 36, to Parcel 46, as approximately shown on Exhibit G, including all necessary bridges and structures.

3.B.3.g. Those portions of Harding Boulevard and Stanford Ranch Road which are within the North Central Roseville Specific Plan area, and which are (i) north of the southern boundaries of Parcels 37 and 38, and (ii) south of the northern boundary of Parcel 34, as shown on Exhibit G, except to the extent that such costs may be borne by the Roseville Redevelopment Agency.

3.B.3.h. The eastern extension of Diamond Oaks Road, and any relocation of electrical transmission facilities incidental to or required by the road construction, as shown on Exhibit G.

3.B.3.i. Collector D, between the Roseville Parkway and Diamond Oaks Road, as shown on Exhibit G.

3.B.3.j. The construction of all frontage improvements (including pavement, curb and gutter; and sidewalks adjacent to public parcels), street lights and utility stubs to and for adjacent parcels are to be included in the roadway improvements enumerated in 3.B.3.a through 3.B.3.i, above.

3.B.3.k. The utility improvements described in Section 3.B.2 of this Agreement and all other Development Agreements for properties within the Plan Area as such Agreements provide on the effective date of this Agreement.

3.B.3.l The drainage detention improvements described in Sections 3.D.1, 3.D.2 and 3.D.3.

3.B.3.m. The school facilities described in Section 3.F.3.

3.B.3.n. The median landscaping improvements described in Section 3.G.3.

3.B.3.o. The sewer lift station and force main required to serve parcels 22, 23, 36, 36a, 45 and 46.

3.B.3.p. All traffic signals shown on Exhibit G.

3.B.3.q. A bikeway through Parcels 80 through 88, inclusive, and through the parcels enumerated in Section 2.E.6.b, as described in Section 5.3 of the Plan as the Plan provides on the effective date of this Agreement.

3.B.3.r. Park and Recreational improvements to Parcel 50 in an amount not to exceed \$600,000.

3.B.3.s. The cost of landscaping improvements to the Highway 65 right-of-way and the Harding Interchange, in an amount not to exceed \$250,000.

3.B.3.t. The costs of creation and reproduction of wetlands as required by the 404 permit and Section 2.E.2.b. hereof, and the costs of the nature trails within publicly-owned watershed and wetland preserve parcels.

3.B.3.u. A proportional share of the cost of improvements and land acquisition for the Fiddyment Road electrical substation in an amount not to exceed \$125,000.

3.B.3.v. The cost of frontage improvements (curb, gutter, sidewalk, utilities, street lights and one-half of the paved road section) for that portion of Collector A which is adjacent to Parcel 52.

3.B.3.w. The cost of relocation of certain electrical distribution facilities along Harding Boulevard, in an amount not to exceed \$39,000.

3.B.3.x. The partial cost of constructing certain water transmission facilities along Eureka Road, Atlantic Street and Harding Boulevard in an amount not to exceed \$32,000.

3.B.3.y. A portion of the costs of water mains, as determined by the Public Works Director, constructed or to be constructed in the Northeast and Southeast Specific Plan areas in the amount of \$800,000.

3.B.3.z. The cost of acquisition, at fair market value as of the effective date of this Agreement, of parcel(s) 50B, 50C, and/or 50D, as shown on the Schematic Development Plan.

3.B.3.aa. A portion of the cost of construction of the Harding Boulevard/Highway 65 Interchange in an amount not to exceed Six Million One Hundred Thousand Dollars (\$6,100,000).

3.B.3.bb. The costs of environmental review and EIR preparation related to the public facilities to be financed or constructed by the CFD or to be conveyed to the City in an amount not to exceed \$150,000.00

3.B.3.cc. All costs or expenses incurred by City related to review, inspection, engineering or installation to the extent that such costs result from the construction, financing or acquisition of improvements by the CFD.

3.B.5. Water Transmission Line Fee. Landowner agrees to reimburse and/or pay City for the cost of water transmission lines previously constructed or to be constructed within the North East and South East Specific Plan Areas and for a future main to be constructed from the City's water treatment plant to connect with other water transmission lines. Reimbursement, or partial reimbursement, shall be made from CFD funds as set forth in Section 3.B.3.y, the priority of which reimbursement shall be paid in the order in which such costs of construction have been incurred, and any remaining balance shall be used for costs of future construction. The balance of such reimbursement and/or payment for future construction shall be made and collected in the form of a fee to be adopted by City in accordance with Section 66000 et seq. of the Government Code. Pending adoption of the fee ordinance, Landowner waives any objection to the collection of an interim fee in an amount not more than \$80 per equivalent dwelling unit, such fee to be collected upon the issuance of each building permit for structures located within the Property. No such interim fee shall be collected after January 1, 1992.

3.B.6. Public Facilities Fee. Landowner agrees that the development subject to this agreement shall contribute in a proportional and equitable manner to the financing of new or expanded City-wide public facilities the demand for which results from new development within Roseville. Such contribution shall be in the form of a fee to be adopted by the City in accordance with Section 66000 of the Government Code. Pending adoption of the fee ordinance, Landowner waives any objection to the collection of an interim fee to be collected upon the issuance of each building permit for a dwelling unit located within the Property. Such interim fee shall be in the amount of \$500 (FIVE HUNDRED DOLLARS) per single family dwelling unit, \$300 (THREE HUNDRED DOLLARS) per multi-family dwelling unit and \$.45 (FORTY-FIVE CENTS) per square foot of construction of commercial, business-professional and light industrial uses. No such

interim fee shall be collected after January 1, 1992.

3.B.7. Site Specific Improvements. Those projects identified in Sections 3.B.3.a, 3.B.3.f, 3.B.3.g, 3.B.3.h, 3.B.3.i, 3.B.3.j, 3.B.3.k, 3.B.3.o, 3.B.3.p, 3.B.3.q, and 3.B.3.aa shall be included in the first bond issue for the financing of improvements as determined by the City as part of the formation and administration of the CFD. Landowner acknowledges that the economic participation of Parcels 11, 12A, 12B, 13A, 13B, 22, 23, 29, 33, 36, 37, 45, and 46 in the CFD is dependent upon the construction of these facilities and that City may take those actions necessary to establish the precise alignments and commence construction of the projects within three (3) years of the issuance of bonds by the CFD. The City agrees that the sums allocated for these projects in the CFD shall not be allocated to any other project identified in Section 3.B.3 in order to ensure the availability of the funds at the time of construction.

3.C. Community Facilities District and Financing.

3.C.1. Community Facilities District.

3.C.1.a. City and Landowner agree that City and Landowner will use their best efforts to cause to be formed, and Landowner waives any objection to the formation of, a Community Facilities District (hereafter "CFD" or "NCRSP CFD") pursuant to the provisions of this Section 3.C and Section 53311 et seq. of the Government Code. City and Landowner agree that the CFD shall include all the property shown on Exhibit B as Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and all other privately owned property specifically benefitted by the improvements to be constructed, financed or acquired by the CFD including, without limitation, the subdivision known as Country Estates (Subdivision Map No. 301-365, tentatively approved on January 3, 1990), immediately South of the Plan Area.

3.C.1.b. The CFD shall construct, finance or acquire the improvements enumerated in Sections 3.B.2 and 3.B.3 of this Agreement.

3.C.1.c. City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City shall use its best efforts to cause bonds to be issued in amounts sufficient to effect the purposes of this Section 3C. Landowner shall be allocated Landowner's share of infrastructure costs and shall be assessed taxes in a fair and proportionate manner in accordance with the Rate and Method of Apportionment of the Special Tax adopted by the City in the Resolution of Formation ("ROF") for the CFD, provided, that the allocation of the cost of and levy of special tax related to an improvement, the benefit and special tax for which is allocated exclusively to a special tax zone pursuant to the

ROF, shall be limited to the properties within such special zone and shall not be allocated or levied to any portion of the Property located outside such special tax zone.

3.C.1.d. Nothing in this Section 3.C shall be construed to preclude the payment by an owner of any of the parcels delineated in Section 3.C.1.a of a cash amount equivalent to its proportionate share of infrastructure costs, or any portion thereof, prior to the issuance of bonds.

3.C.1.e. City and Landowner further agree that the cost of the improvements to be so financed will not exceed \$71,000,000, and that Landowner's proportionate share of such costs shall not exceed \$2,101,644. The preceding limitations exclude any and all costs arising out of the issuance or sale of bonds or any prepaid interest, interest reserves, discounts or other expenses thereto related.

3.C.1.f. Landowner agrees that, concurrent with the adoption of this Agreement, Landowner shall enter into a shortfall agreement with City or other plan area landowners providing for the financing of costs of the improvements specified in Section 3.B.3 hereof, in the event that the bonds issued by the CFD provide insufficient funding for the completion of such improvements.

3.C.2. Credits.

3.C.2.a. City and Landowner agree that the CFD will finance all or a portion of (i) the construction of certain improvements and (ii) the acquisition of Parcels.50B,.50C.and 50D, which would otherwise be financed by fees authorized by ordinances of City or statutes of the State of California. Such improvements include:

- (i) Roseville Parkway
- (ii) Pleasant Grove Boulevard
- (iii) Harding Boulevard
- (iv) The Harding Boulevard/Highway 65 Interchange.
- (v) Road Improvements for Park Parcels 50, 51, 52, 53, 54, 56 and 57.
- (vi) Park Improvements to Park Parcel 50.

City and Landowner agree that in consideration of the construction or acquisition of such improvements or land by the CFD, Landowner shall be entitled to credits against the Traffic Mitigation Fee collected by the City pursuant to Chapter 4.44 of the Roseville Municipal Code (the "Code") and

the Neighborhood/Community and City-wide park fees collected by the City pursuant to Chapters 4.37 and 4.38, respectively, of the Code.

3.C.2.b. Such credits are independent of and in addition to any reimbursement made pursuant to Section 3.C.3 below.

3.C.2.c. The credits against the Traffic Mitigation fee attributable to Section 3.C.2.a.i, 3.C.2.a.ii, 3.C.2.a.iii and 3.C.2.a.iv shall be as follows:

(i) Single Family Dwelling: \$ 904.00

(ii) Multi-Family Dwelling: \$ 624.00

3.C.2.d. The Neighborhood/Community Park fee credit attributable to Section 3.C.2.a.v and 3.C.2.a.vi shall be as follows:

1) Single Family Residential Units 299.48

1i) Multi Family Residential Units 199.65

3.C.2.e. The City Wide Park fee credit attributable to Section 3.C.2.a.v and Section 3.B.3.z shall be as follows:

1) Single Family Residential Units 128.21

1i) Multi Family Residential Units 128.21

3.C.2.f. The credits set forth above shall be annually increased by any indexing or percentage increase to which the related fee is subject.

3.C.3. Fee Adjustments and Reimbursement.

3.C.3.a. City and Landowner agree that the Traffic Mitigation fee in effect for construction within the North Central Roseville Specific Plan area includes substantial allocations for construction of certain road and bridge improvements within the Northeast Roseville Specific Plan ("NERSP") area, including, but not limited to, the Roseville Parkway and the Secret and Miner's Ravine Crossings. City agrees that in the event that development is permitted or entitlements are granted within the area shown as NERSP Urban Reserve on Exhibit K during a 10 year period following the effective date of this agreement, City shall, not less often than annually, recalculate and adjust the Traffic Mitigation fees for the property subject to this Agreement. City agrees that City shall reimburse the NCRSP CFD in an amount equal to the previously paid portion of Traffic Mitigation fees collected within the NCRSP Area which are equal to any reduction of the fee attributable to such adjustment, provided

that such reimbursement shall be limited to amounts which are attributable to increases in the use of NERSP facilities by trips originating or ending within the NERSP Urban Reserve. Landowner agrees that, in the event that circulation improvements are required to be constructed in the NERSP Urban Reserve which benefit NCRSP property, City shall accordingly adjust and increase the Traffic Mitigation Fee for the NCRSP in the normal and customary manner at its next annual review.

3.C.3.b. City shall reimburse the CFD for that portion of the capacity of the Water Main shown on Exhibit H which is attributable to any present or future requirement of the Northwest Specific Plan area not later than thirty (30) days following acceptance by City of such Mains. Such reimbursement shall be in an amount not less than ONE-MILLION TWENTY-EIGHT THOUSAND DOLLARS (\$1,028,000).

3.C.3.c. Subject to the limitations set forth in this Section 3.C.3.d, City shall reimburse the CFD for that capacity within the Water Mains shown on Exhibit H which is attributable to requirements of the North Industrial Plan Area in an amount not less than EIGHT HUNDRED THOUSAND DOLLARS (\$800,000), as, when and if users within the North Industrial Plan area are issued building permits. City agrees that it will issue no building permits within the North Industrial Plan Area unless and until the applicant therefor has paid a fair and proportional share of the cost of the oversizing financed by the CFD. City stipulates that the capacity in the Mains arising from such oversizing for the North Industrial Plan Area is Ten Million (10,000,000) gallons per day.

3.C.3.d. In the event that the undeveloped parcels immediately south of the Plan Area, north of Atlantic Street, and west of Harding Boulevard cannot be included in the CFD in accordance with Section 3.C.1.a hereof, City agrees that City will require such properties to reimburse the CFD for the pro rata share of the improvements described in Section 3.B.3 which benefit such parcels as a condition of granting such parcels a use permit, a building permit or other entitlement to development.

3.C.3.e. Any other costs with respect to which City has agreed, in writing, prior to the effective date of this Agreement, to reimburse Landowner or its predecessors in interest.

3.D. Drainage Improvements.

3.D.1. Detention Basin. Landowner acknowledges that the CFD will include financing for the construction of detention basins within Parcels 49, 87 and 101 of not less than 10 acre-feet, 45 acre-feet and 45 acre-feet, respectively.

3.D.4. Regional or City-Wide Retention Facility.

3.D.4.a. Landowner acknowledges that certain off-site drainage facilities may be required to provide retention of water runoff from the Property. It is contemplated that such facility or facilities will be a component(s) of a regional water runoff retention program. Landowner agrees that development within the Property will be subject to a regional drainage facilities fee (the "Drainage Fee"), to be enacted by local ordinance, in accordance with Section 66000 of the Government Code, which will be applicable to all property within the North Central Specific Plan area, the North Industrial Plan area, the Northwest Specific Plan area and any other land to the west or north of such area which may be annexed to the City or for which land use may be granted by the City. Landowner waives herewith any objection to the collection of such a one-time fee or charge (the "Interim Fee"), upon the issuance of a building permit, provided that such fee does not exceed:

- (i) Single family residential \$300/unit
- (ii) Multi-family residential \$ 40/unit

3.D.4.b. City agrees that, in the event that City has not commenced environmental review for a specific project for regional or City-wide retention and adopted the Drainage Fee on or before February 1, 1992, Landowner (or other owners within the Plan Area) may, then or at any time thereafter, give City six months notice that Landowner (or such other owners) intends to provide retention facilities which will adequately mitigate the impacts of development of the Property with respect to water runoff and retention. City agrees that it will initiate proceedings to form an assessment district or other financing mechanism and, to the extent lawful, levy a fee or an assessment or both for that purpose and that the proceeds of such fee or assessment shall be utilized exclusively for providing a retention facility for the Plan Area. Landowner waives any right to protest the formation of such a district or any assessment or fee to the extent that such assessment or fee is utilized exclusively for retention facilities to serve the Plan Area. Subsequent to the levy of the fee or assessment or both, the Interim Fee shall no longer be collected. City agrees that the provisions of this Section 3.D.4 shall be the sole and exclusive measure or remedy adopted by City for the purposes of mitigating water runoff impacts.

3.E. Equitable Consideration. Landowner's contributions with respect to the construction of all circulation facilities, elementary and intermediate schools, and other infrastructure improvements referred to herein shall be taken equitably into account in connection with the formation of, and apportionment of the amount of, any assessment levied by any improvement assessment district or other financing mechanism, formed by the City of Roseville, after the date of this Agreement, which includes all or any part of the Property. The provisions of this

Agreement shall not be construed to constitute a waiver by either party of participation by Landowner in any benefit assessment district which may be formed or other financing mechanism for the construction of circulation or other infrastructure improvements.

3.F. School Construction Assistance.

3.F.3. CFD Construction Assistance.

3.F.3.a. City and Landowner will include the sum of \$9,297,778 in the NCRSP CFD for the purposes of providing i) 50% of the cost of a K-6 School (K-6 #1) to be located on Parcel 72, ii) 50% of the cost of an Intermediate School to be located on Parcel 73, and iii) Seventy-Thousand Dollars (\$70,000) for planning costs for a K-6 School (K-6 #2) to be located on Parcel 74.

3.F.3.b. In the event that funding is not available from the State of California for the balance of the cost of the schools specified in Section 3.F.3.a, City and Landowner agree that the amount specified above shall be increased to \$10,246,023 and that such increased sum shall be used to finance: i) 100% of the cost of the K-6 School (K-6 #1) on Parcel 72; ii) 100% of that portion of the cost of the Intermediate School which is attributable to the need to accommodate 302 7-8 grade students residing within the Plan area; and iii) Seventy-Thousand Dollars (\$70,000) for planning costs for a K-6 School (K-6 #2) to be located on Parcel 74.

3.F.3.c. City shall allocate the sum of \$9,297,778 from the net proceeds of the first series of bonds issued by the NCRSP CFD for the purposes described in Section 3.F.3.a and such sum shall be maintained in three separate interest bearing accounts under the joint custody of the City and the City School District. \$5,985,537 shall be deposited in an Intermediate School Account, \$3,242,241 shall be deposited in the K-6 #1 Account and \$70,000 shall be deposited in the K-6 #2 Account. No more than \$4,359,245 shall be disbursed from the Intermediate School Account unless and until the State of California has made an irrevocable commitment to fund the Intermediate School described in Section 3.F.3.a. An authorization without apportionment shall constitute an irrevocable commitment. In the event that the State of California has not made such an irrevocable commitment on or prior to January 1, 1993, the custodians of the Intermediate account shall transfer \$1,580,042 to the K-6 #1 Account and such sum shall be used solely for the purpose of financing construction of the K-6 School on Parcel 72. In the event of such a transfer, Landowner and City agree that a supplementary tax shall be levied by the CFD in an amount sufficient to support the issuance of a second series of bonds. Such bonds shall be issued by the CFD in an amount sufficient to obtain net proceeds in the amount of \$942,245. Such sum shall be deposited in the K-6 #1 account and, with the fees to be

collected pursuant to Section 3.F.5.c, will provide 100% of the cost of the School located on Parcel 72.

3.F.4. Assessment or Tax for Interest Differential. City and Landowner agree that the CFD shall levy an additional tax, in addition to the tax required to finance the facilities described in Section 3.C, in an amount sufficient to fund any differential in interest between the interest rate reimbursable by the State of California and the actual rate of interest paid by the Roseville City School District on any interim financing secured by District in anticipation of the State funding described in Section 3.F.3. Such interim funding shall be used solely for the purposes described in Section 3.F.3.

3.F.5. CFD Elementary School Construction Fee.

3.F.5.a. Landowner agrees that payment shall be made to the CFD, at the time of the issuance of a building permit, of a CFD elementary school construction fee for each residential unit, as follows:

(i)	Parcels 11 & 12	\$1,395
(ii)	Parcel 29	\$ 470

3.F.5.b. Such CFD elementary school construction fee shall be for the purposes of providing 50% of the cost of constructing a K-6 School on Parcel 74, with the balance of such costs to be funded by the State of California.

3.F.5.c. If, on or before January 1, 1993, the District has failed to receive an irrevocable commitment for state funding for the schools described in Section 3.F.3, above, the fees levied pursuant to this Section shall be increased to the following:

(i)	Parcels 11 & 12	\$2,360
(ii)	Parcel 29	\$ 760

3.F.5.d. Such increased CFD elementary school construction fee shall be for the purposes of funding any remaining costs of the K-6 School (K-6 #1) located on Parcel 72, any remaining costs of the Intermediate School on Parcel 73 that are attributable to the need to accommodate the 302 7-8 grade students residing within the Plan Area, and 100% of that portion of the cost of construction of and site acquisition for the K-6 School (K-6 #2) on Parcel 74 which is attributable to the need to accommodate the remaining 416 K-6 students (who cannot be accommodated within the capacity of the K-6 School on Parcel 72) residing within the Plan area. If, prior to January 1, 1993, State funding has not been made available for the acquisition of the intermediate school site on Parcel 73, the District may direct the custodian of the K-6 #2 account to reallocate such amount from the K-6 #2 account

as may be necessary for the District to acquire the Parcel 73 site.

3.F.5.e. Prior to the earlier of: i) January 1, 1993, or ii) the approval by the Office of Local Assistance of the Department of General Services of the State of California of the irrevocable commitment for the State funding described in Section 3.F.3., Landowner, upon the occasion of an application for a residential building permit(s), shall provide to City a letter of credit, cash deposit or other security acceptable to City, in the amount of the difference between the fees specified in Section 3.F.5.a and the fees specified in Section and 3.F.5.c for the residential unit(s) for which the building permit(s) is (are) to be issued. City shall hold, in trust, such letter, deposit or other security, to effect the purposes of this Section. Upon the approval of the irrevocable commitment, City shall return the deposit, letter of credit or other security to Landowner. In the event that such commitment has not been made by January 1, 1993, the City shall deposit the cash, security or proceeds of the letter of credit in the accounts specified in Section 3.F.3.c.

3.F.5.f. The fees for which provision is made by this Section 3.F.5 shall be collected by the City on behalf of the CFD and shall be maintained in an interest bearing account, under the joint control of City and Roseville City School District, the proceeds of which shall be made available solely for the purposes set forth in this Section 3.F.5.

3.F.5.g. The fees for which provision is made by this Section 3.F.5 shall be increased annually, on the 1st of February of each calendar year, by the amount of the percentage increase, if any, in the Consumer Price - All Cities Index issued by the United States Department of Labor using the first week of January 1990 as base 100.

3.F.8. Enforceability.

3.F.8.a. The obligation of City and Landowner to include the financing of the facilities in the CFD as described in Sections 3.F.3, 3.F.4 and 3.F.5 is expressly contingent upon the entry of the Roseville City School District into a lawful and enforceable agreement with City and Landowner (the "Tripartite Agreement") providing that implementation of the foregoing Sections 3.F.1 through 3.F.6 shall constitute, for a period of ten (10) years following the formation of the CFD, full and complete satisfaction of any and all present and/or future obligations of Landowner with respect to Sections 53080 and 65995 et seq. of the Government Code (or any state or local statute or ordinance imposing any fee or exaction for the financing, construction or provision of K-8 school facilities) as they may apply to each and every parcel (including all non-residential parcels) within the Property, regardless of type or intensity of land use.

3.F.8.b. The Tripartite Agreement shall further provide: i) that District, for a period of ten (10) years following the formation of the CFD, will waive any and all claims against City and Landowner with respect to, and shall make no effort or attempt to enjoin the issuance of maps, permits or other entitlements to development granted pursuant to this Agreement, nor shall it seek damages or any other legal or equitable remedy against City or Landowner with respect to the issuance or approval of such maps, permits or entitlements, provided that City and Landowner shall have complied with the requirements of Sections 3.F.1 through 3.F.6 and ii) that City shall not refrain, on the grounds of impacts to or upon the Roseville City School District or its facilities, from approving or issuing maps, permits or entitlements for development granted pursuant to this Agreement so long as Landowner has performed Landowner's obligations as set forth in the foregoing Sections 3.F.1. through 3.F.6.

3.F.8.c. The Tripartite Agreement shall further provide that if the Roseville City School District should ever levy a fee that is less than sixty percent (60.0%) of the maximum fee permissible under Sections 53080 or 65995 et seq. of the Government Code of the State of California or any successor, replacement, companion or substitute State statute applicable to K-12 fees, then a credit shall be given against the CFD fees otherwise payable pursuant to Section 3.F.5 hereof in the amount of the difference between the amount levied and sixty (60.0%) of the maximum permissible fee.

3.F.8.d. The Tripartite agreement shall be in recordable form and shall run with the Property as a covenant.

3.F.9. High School District

3.F.9.a. City and Landowner agree that the land use granted by this Agreement will result in the generation of 503 additional students attending grades 9-12 in the Roseville Joint Union High School District. In further consideration of this Agreement, Landowner agrees that each single family residential unit will pay an adjusted high school impact fee of TWO-THOUSAND THREE-HUNDRED FIFTY DOLLARS (\$2,350) and each multi-family unit will pay an adjusted high impact school fee of FIVE-HUNDRED TEN DOLLARS (\$510), which shall be due and payable at the time the building permit for each such unit is issued by City. The amount of the adjusted high school impact fees shall be annually increased by the same percent as the increase in the Cost of Living - All Cities Index as issued by the United States Department of Labor using the week in which January 1, 1990, falls as base 100.

3.F.9.b. Any fees due and payable pursuant to the obligation created by this Section 3.F.9 shall be credited in full against the obligations created under Section 50380 or

65995 of the Government Code or any successor, substitute or similar statute or local ordinance, which would be payable to the Roseville Joint Union High School District or any successor District serving the Property. Such credits shall be annually increased by the same percentage as any increase in the fee established pursuant to Section 3.F.9.a. Nothing in this Agreement shall be construed to require Landowner to pay any fees under Section 53080 or 65995 of the Government Code or any successor, substitute or similar statute or local ordinance which would result in fees (inclusive of the amounts specified in Section 3.F.9.a) in excess of those set forth in Section 3.F.9.a, except as expressly provided in Section 3.F.9.d, below. In the event that the Roseville Joint Union High School District levies a fee that is less than thirty-seven and one-half percent (37.5%) of the maximum fee permissible under Section 53080 or 65995 of the Government Code of the State of California or any successor, replacement or substitute state statute or local ordinance or regulation, then such offsetting credit shall be increased by the amount of the difference between the fee levied and thirty-seven and one-half percent (37.5%) of the maximum permissible fee.

3.F.9.c. City and Landowner agree that any amounts collected pursuant to this Section 3.F.9, in excess of the fees that would otherwise be payable under Section 53080 or 65995 of the Government Code or any successor, substitute or similar statute or ordinance (the "Surcharge Amounts") shall be used solely for the purpose of constructing a High School within or adjacent to the area encompassed within the Schematic Development Plan of the Northwest Roseville Specific Plan, a copy of which is attached hereto as Exhibit L. City, City's Assignee or the Roseville Joint Union High School District shall segregate and account for the Surcharge Amounts and shall maintain such surcharge amounts in a segregated, interest bearing account.

3.F.9.d. In the event that the amount due pursuant to this Section 3.F.9 is less than an amount which could be lawfully imposed or collected but for this Agreement, this Agreement shall not be construed as a limitation on such higher amount, provided, however, that this section 3.F.9 shall then be deemed inapplicable in its entirety.

3.G. Landscape and Lighting District.

3.G.1. Formation.

3.G.1.a Consent and Waiver. Landowner consents to and shall cooperate in forming a Landscape and Lighting District pursuant to the provisions of Section 22500, et seq., of the Streets and Highways Code of the State of California and consents herewith to the levy of such assessments as are necessary to maintain landscaping of the Scenic Corridors as shown on Exhibit F and in accordance with the Initial

Landscape Design Guidelines (to be adopted pursuant to Section 3.G.7) to maintain the trees in the setback strips as described in Section 2.E.3 of this Agreement, to maintain the wetland preserve areas (subject to the limitations set forth in Section 3.G.2.e.) and to perform such other obligations as are described in Section 3.G.2. Nothing in this Section 3.G.1. shall be construed as an agreement to any specific allocation of assessment, burden or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit.

3.G.1.b. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City of Roseville shall be excluded from any assessment to be imposed by the District.

3.G.2. Obligations. The Landscape and Lighting District formed pursuant to Section 3.G.1 shall:

3.G.2.a. provide a mechanism for the perpetual maintenance of approximately 65.0 acres, more or less, of scenic corridor (including medians) contiguous to and on both sides of the Roseville Parkway and of Pleasant Grove Boulevard and of Harding Boulevard and of the east side of Washington Boulevard and along various other roadways, all as described in the North Central Roseville Specific Plan as such Plan provides on the effective date of this Agreement;

3.G.2.b. maintain the trees in the setback strips and to perform autumn leaf cleanup in accordance with Section 2.E.3;

3.G.2.c. maintain all public pedestrian or bicycle pathways which connect single-family residential parcels to the Roseville Parkway, Pleasant Grove Boulevard or Washington Boulevard and to all park sites, to the extent that such pathways are not within or adjacent to public streets;

3.G.2.d. maintain all pedestrian and bicycle pathways within the wetland preserve and setback areas and the landscape easement area along the southern boundary of Parcel 7;

3.G.2.e. maintain the park preserve and wetland preserve areas in accordance with Section 2.E; provided however, that costs arising out of compliance with any 404 Permit shall be assessed exclusively upon the Property subject to such 404 Permit and not upon any other parcels within the District;

3.G.2.f. maintain the detention basins described in Sections 3.D.1, 3.D.2, and 3.D.3;

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3.G.2.g. maintain turf and landscaping on Parcels 50A, 50B, 50C, 50D, 51, 52, 53, and 57, to the extent that the cost thereof does not exceed, annually, TWO HUNDRED THOUSAND DOLLARS (\$200,000). This amount shall be increased annually, commencing on the effective date of this Agreement by the same percent as the increase in the Cost of Living All Cities Index as issued by the United States Department of Labor using the week in which January 1, 1990 falls as base 100;

3.G.2.h. Conduct, manage and finance the mitigation monitoring, and the annual review thereof, as required pursuant to Section 8 and Appendix A of the NCSP, as such Plan reads on the effective date of this Agreement.

3.G.3. Installation of Median Corridor Improvements. As set forth in Section 3.B.3.n, the CFD shall install or cause to be installed 5.3 acres, more or less, of median landscape improvements, including plants, irrigation, and grading, in the Scenic Corridors shown in Exhibit F. City need not accept the road improvements in such Scenic Corridors prior to completion of installation of the median landscaping.

3.G.4. Installation of Scenic Corridor Setback Improvements. Within one (1) year of the earlier of the issuance of a use permit, building permit or the recordation of a final residential subdivision map on any parcel, Landowner shall install landscaping improvements within any portions of the Scenic Corridors (shown on Exhibit F) which are immediately adjacent to the parcel which is the subject of such use permit or building permit. Such landscaping improvements shall be installed in accordance with the Landscape Design Guidelines, to be adopted in accordance with Section 3.G.7.

3.G.5. Encroachment Permits, Landscape Maintenance Easements. Landowner and City agree to grant encroachment permit(s) or Maintenance Easements to the Landscape and Lighting District, Landowner or City or their agents, employees, successors, assigns, agents and employees to perform the maintenance obligations described in section 3.G.6, for the purpose of entry onto Landowner's or City property (including streets, easements and rights-of-way) to perform such maintenance obligations.

3.G.6. Maintenance by District. City and Landowner agree that the Scenic Corridors (including medians) shown in Exhibit F, street trees adjacent to local and collector streets as described in Section 2.E.3, wetland preserves and floodway parcels which are located within the Plan Area, whether owned by City or Landowner, shall be maintained by the Landscape and Lighting District, in accordance with the Landscape Design Guidelines, to be adopted in accordance with Section 3.G.7 and, where applicable, the 404 Permit.

3.G.7. Landscape Design Guidelines. Any and all scenic corridor landscaping shall be installed and maintained pursuant to the Landscape Design Guidelines (the "Guidelines"). Such Guidelines

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shall be adopted no later than January 1, 1991.

3.H. Highway 65 Interchanges. Landowner agrees that the Property or portions thereof may be included in one or more assessment districts or other financing mechanism (or zones of such districts or mechanism) to be formed by the City of Roseville or its designee for the purposes of constructing Highway 65 interchanges at, Pleasant Grove, Blue Oaks and Sunset Boulevards. Landowner waives herewith any objection and consents to and will cooperate with City in the formation of such districts (or zones) or mechanism and the inclusion of the Property within such districts (or zones) or mechanism. Nothing in this Section 3.H shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner to protest an allocation of a particular assessment burden or benefit. City expressly acknowledges that parcels and property within the Northwest Roseville Specific Plan area, as shown on Exhibit L will bear an equitable and proportional share of the cost of construction of the Pleasant Grove and Blue Oaks interchanges.

3.K. Regional Air Quality. Landowner agrees to use its best efforts to comply with the existing regional air quality plan and with the pending amendment of the regional air quality plan, once such amended plan is adopted by the City, provided such amended plan is applied uniformly throughout the City.

3.M. Applications for Permits and Entitlements.

3.M.1. Action by City. City agrees that it will accept, in good faith, for processing review and action, all applications for development permits or other entitlements for use of the Property in accordance with the Schematic Development Plan and this Agreement, and shall act upon such applications in a timely manner.

3.M.2. Information and Scheduling. City shall inform Landowner, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance and review said application and schedule the application for review by the appropriate authority in a timely manner.

3.M.3. Maps and Permits. Provided that the CFD has been formed in accordance with Section 3.C, hereof, and further provided that the Landscaping and Lighting District has been formed in accordance with Section 3.G.1, hereof, and further provided that Landowner is not in default under this Agreement, City shall not refrain from approving subdivision or parcel maps nor shall it cease to issue building permits. No application for tentative maps or use permits shall be accepted, reviewed or processed prior to the formation of the CFD and the LLD.

3.M.4. 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.

3.M.5. Subdivision Map Act Waiver. Notwithstanding any other provision of this Agreement, or of Sections 66452.1, 66452.2, 66456.2 and 66458, of the Government Code (or any successor or replacement statute), Landowner expressly waives the time limits for review and approval by City of Tentative Maps, Final Maps, and Improvement Plans, to the extent that each such period does not exceed one hundred and fifty (150) days following the filing thereof with City.

3.M.6. Sequencing. Notwithstanding any other provision of this Agreement, City shall not be required to process any application for a tentative map, use permit or building permit for Parcels 1, 2, 4, or 14 until the CFD has been formed, the special tax authorized and the bonds financing the improvements described in Section 3.B.3 have been sold. City shall not be required to process applications for tentative maps or use permits for Parcels 10, 11, 12, 13, 22, 23, 29, 33, 36, 37, 45, and 46 until, (i) the CFD has been formed, the special tax authorized, and the first issuance of bonds financing the improvements described in Section 3.B.7 have been sold; and (ii) the improvements described in Section 3.B.7 (excepting those improvements described in 3.B.3.f and 3.B.3.o) are under construction. City shall not be required to process applications for tentative maps or use permits for Parcels 3, 5, 6, 7, 8, 9, 15, 24, 25, 26, 27, 28, 30, 31, 34, 35, 40, 41, or 47 until the improvements described in Section 3.B.3 are under construction. City shall not be required to process applications for tentative maps or use permits for any other parcel within the Plan Area until the improvements described in Section 3.B.3 (excepting those improvements described in 3.B.3.f and 3.B.3.o) have been completed and have been accepted by City.

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

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

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3.P. Moratorium, Quotas, Restrictions or Other Limitations. In the event that City, pursuant to its authority to protect the public health, safety or welfare, enacts a policy, ordinance, resolution or other measure limiting development, City shall treat and consider the Property no less favorably than any other property subject to a Development Agreement or other fully vested entitlement to use and shall process and issue permits and approve maps for all such similarly situated property in a uniform, equitable and proportionate manner. City agrees that during the effective period of such moratorium, quota, restriction or other limitation, City shall grant no new entitlements or vested rights for development nor shall City approve any tentative map, use permit or building permit for property not previously entitled thereto. Nothing in the foregoing shall be deemed to preclude the imposition of a limitation by City on a particular type of development when such limitation is based upon an adverse impact to public health, safety or welfare specifically related to that type of development and where all development within the City creating such an adverse impact is uniformly subject to the limitation.

3.Q. Essence of Agreement. The foregoing agreements are of the essence of the Development Agreement.

SECTION 4. DEFAULT, REMEDIES, TERMINATION.

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

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

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

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normal scheduled periodic review, said party may give written notice of termination of this

Agreement as set forth in this section, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the City may terminate or modify this Agreement.

4.B. 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 covenants, conditions and restrictions applicable to the Property, or 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.

4.C. Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement and with any obligations of Landowner as set forth in the Mitigation monitoring section of Section 8.5 of the Plan. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. Nothing in this Section 4.C with respect to the concurrent review of compliance under this Agreement and of performance with respect to Section 8.5 of the Plan shall be deemed to create a duty or responsibility of City or Landowner or define an event of default that but for such concurrent review would not have been so created or defined. Notice of such annual review shall include the statement that any review of obligations of Landowner as set forth in this Agreement may result in amendment or termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review.

Upon not less than thirty (30) days written notice by the Planning Director of City, Landowner shall provide such information as may be reasonably requested and deemed to be required by the Planning Director in order to ascertain compliance with this Agreement and with the mitigation monitoring requirements enumerated in Section 8.5 of the Plan. The costs incurred by City for the annual review conducted by City pursuant to this Section 4.C shall be borne by Landowner.

In the same manner prescribed in Section 1.D, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and mitigation monitoring, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this

Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission.

If City takes no action within thirty (30) days following the hearing required under Section 30.11 of Ordinance 802, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

4.D. Default by City. In the event City does not accept, review, approve or issue necessary development permits or entitlements for use in a timely fashion as defined by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, City agrees that Landowner shall not be obligated to proceed with or complete the improvements required under this Agreement, or any phase thereof, nor shall resulting delays in Landowner performance constitute grounds of termination or cancellation of this Agreement.

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

4.F. Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

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

SECTION 5. HOLD HARMLESS AGREEMENT.

Landowner hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from developer's or developer's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for

Landowner or any of Landowner's contractors or subcontractors, unless such damage or claim arises from the sole negligence or willful misconduct of City. Landowner agrees to and shall defend and indemnify City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement (exclusive of any such actions brought by Landowner, its heirs and assigns).

SECTION 6. PROJECT AS A PRIVATE UNDERTAKING.

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

SECTION 7. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.

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

SECTION 8. GENERAL.

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

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

8.C. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

SECTION 9. CONSTRUCTION.

This Agreement shall be subject to and construed in accordance and harmony with Article 30 of Ordinance 802 of the City of Roseville (the Zoning Ordinance) as it may be amended, provided, that such amendments do not affect the rights granted to the parties by this Agreement.

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SECTION 10. NOTICES.

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

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

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

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

C.D. COMMUNITIES I
c/o Shaffer Management Corporation
191 Diamond Oaks Road
Roseville, CA 95678

with a copy to:

A.R. Associates
11990 Kemper Road, Suite A
Auburn, CA 95603

with a copy to:

Hoffman, Lien, Faccinto
3000 North Lake Boulevard
Tahoe City, CA 95730

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

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SECTION 11. FORM OF AGREEMENT; EXHIBITS.

This Agreement is executed in two duplicated originals, each of which is deemed to be an original. This Agreement consists of 65 pages and 15 exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

- Exhibit A -- Property Description:
 - A-1 Legal Descriptions of the CD Communities I Property
 - A-2 Diagrams of CD Communities I Property
- Exhibit B -- Schematic Development Plan
- Exhibit C -- Table of Land Uses
- Exhibit D -- Golf Course Setback Area
 - D-1 Diagram of Setback/Restriction Areas
 - D-2 Legal Description of Setback/Restriction Areas
- Exhibit E -- Golf Course Waiver Area
 - E-1 Diagram of Waiver Area
 - E-2 Legal Description of Waiver Area
- Exhibit F -- Scenic Corridors
- Exhibit G -- CFD Circulation Improvements
- Exhibit H -- CFD Water Line Improvements
- Exhibit I -- CFD Sewer Line Improvements
- Exhibit J -- CFD Electric Distribution Line Improvements
- Exhibit K -- Northeast Roseville Specific Plan Schematic Development Plan
- Exhibit L -- Northwest Roseville Specific Plan Schematic Development Plan

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Approved this 5th day of September, 1990, by the City Council of the City of Roseville.

LANDOWNER:

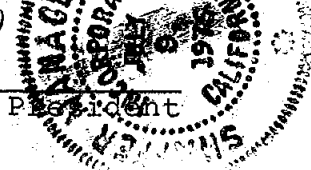
By: CD COMMUNITIES, I
a California Limited Partnership

By: SHAFFER MANAGEMENT CORPORATION
a California Corporation
its General Partner

CITY OF ROSEVILLE

By: [Signature]
City Manager

[Signature]
Glenn E. Shaffer, Jr., President



APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST:

[Signature]
City Clerk

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STATE OF CALIFORNIA

COUNTY OF Placer

On June 12, 1990, before me, the undersigned notary public, personally appeared Glenn E. Shaffer, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of Shaffer Management, the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to be one of the partners of C.D. Communities I, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

[Signature]
NOTARY PUBLIC



Form 1008--Corporation as a Partner of a Partnership

STATE OF CALIFORNIA

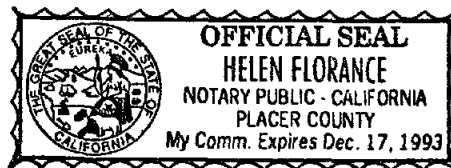
COUNTY OF Placer

On October 9, 1990, before me, the undersigned notary public, personally appeared Allan Johnson,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person who executed it as City Manager or behalf of THE CITY OF ROSEVILLE, and acknowledged to me that [Signature] executed it, and that the CITY OF ROSEVILLE executed it.

[Signature]
NOTARY PUBLIC



0799 0000 0115 009

January 18, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 11
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of a tract of land as shown and so designated on that certain Record of Survey filed in Book 7, Page 63 of Surveys, Placer County Recorder, more particularly described as follows:

BEGINNING at a point which bears South 20°36'27" East 2528.39 feet from the Northwest corner of said Section 26;

thence, Easterly along the arc of a non-tangent curve to the right, concave to the South, having a radius of 650.00 feet and being subtended by a chord bearing North 85°03'43" East 530.48 feet;

thence, South 70°51'17" East 115.12 feet;

thence, South 20°13'38" East 265.57 feet;

thence, North 77°50'32" West 359.24 feet;

thence, North 84°34'20" West 338.49 feet;

thence, North 17°02'05" West 139.74 feet to the point of beginning;

containing an area of 3.422 acres, more or less.

0798 0000 0115 0070

May 24, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 12
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Sections 26 and 27, Township 11 North, Range 6 East, M.D.M., and a portion of a tract of land as shown and so designated on that certain Record of Survey filed in Book 7, Page 63 of Surveys, Placer County Recorder, more particularly described as follows:

BEGINNING at a point which bears North 89°07'16" East 1336.69 feet from the Southwest corner of said Section 26;

- thence, North 01°50'52" West 85.82 feet;
- thence, North 69°58'43" East 355.00 feet;
- thence, North 20°26'17" West 890.00 feet;
- thence, North 01°01'17" West 610.00 feet;
- thence, North 73°13'43" East 175.00 feet;
- thence, North 01°01'17" West 673.00 feet;
- thence, North 79°21'06" West 273.17 feet;
- thence, South 18°43'43" West 595.00 feet;
- thence, South 10°58'43" West 320.00 feet;
- thence, South 88°58'43" West 130.00 feet;
- thence, South 64°18'43" West 450.00 feet;
- thence, South 50°43'43" West 570.00 feet;
- thence, North 04°48'55" East 310.00 feet;
- thence, North 23°31'09" West 250.00 feet;
- thence, North 64°41'34" East 872.68 feet;

0799 0000 0115 0071

67805

thence, North 25°18'43" East 550.00 feet;

thence, North 01°01'17" West 66.66 feet;

thence, North 77°32'03" East 421.41 feet;

thence, South 88°50'32" East 263.60 feet;

thence, South 45°24'39" East 325.21 feet;

thence, North 55°57'11" East 274.59 feet;

thence, Southerly along the arc of a non-tangent curve to the right, concave to the West, having a radius of 650.00 feet and being subtended by a chord bearing South 08°58'18" East 179.81 feet;

thence, South 01°01'17" East 1750.91 feet;

thence, Southerly along the arc of a non-tangent curve to the left, concave to the East, having a radius of 400.00 feet and being subtended by a chord bearing South 21°14'54" West 257.41 feet;

thence, Southerly along the arc of a reverse curve to the right, concave to the West, having a radius of 750.00 feet and being subtended by a chord bearing South 14°18'34" West 307.53 feet;

thence, South 89°10'37" West 640.76 feet to the point of beginning;

containing an area of 51.660 acres, more or less.

0799 0000 0115 097

67305 48

January 18, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 29
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of a tract of land as shown and so designated on that certain Record of Survey filed in Book 7, Page 63 of Surveys, Placer County Recorder, more particularly described as follows:

BEGINNING at a point which bears South 32°55'18" East 2809.93 feet from the Northwest corner of said Section 26;

thence, South 70°51'17" East 176.44 feet;

thence, Southeasterly along the arc of a tangent curve to the right, concave to the Southwest, having a radius of 650.00 feet and being subtended by a chord bearing South 47°57'17" East 505.86 feet;

thence, South 74°17'40" West 192.12 feet;

thence, North 48°45'26" West 286.07 feet;

thence, North 77°50'32" West 51.62 feet;

thence, North 20°13'38" West 265.57 feet to the point of beginning;

containing 2.431 acres, more or less.

0798 000 0115 0071

07305

May 24, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 58
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Sections 26 and 27, Township 11 North, Range 6 East, M.D.M., and a portion of a tract of land as shown and so designated on that certain Record of Survey filed in Book 7, Page 63 of Surveys, Placer County Recorder, more particularly described as follows:

BEGINNING at a point which bears North $00^{\circ}13'33''$ East 1009.75 feet from the Southwest corner of said Section 26;

thence, North $36^{\circ}41'17''$ West 110.00 feet;

thence, North $01^{\circ}01'17''$ West 450.00 feet;

thence, South $23^{\circ}31'09''$ East 250.00 feet;

thence, South $04^{\circ}48'55''$ West 310.00 feet to the point of beginning;

containing an area of 0.753 acres, more or less.

0799 0000 0115 0071

07805

May 24, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 59
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of a tract of land as shown and so designated on that certain Record of Survey filed in Book 7, Page 63 of Surveys, Placer County Recorder, more particularly described as follows:

BEGINNING at a point which bears North $32^{\circ}33'40''$ East 2790.76 feet from the Southwest corner of said Section 26;

thence, North $70^{\circ}51'17''$ West 285.00 feet;

thence, South $79^{\circ}21'06''$ East 273.17 feet;

thence, South $01^{\circ}01'17''$ East 43.00 feet to the point of beginning;

containing an area of 0.132 acres, more or less.

8790 0000 0075

67805

May 24, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 81A
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of a tract of land as shown and so designated on that certain Record of Survey filed in Book 7, Page 63 of Surveys, Placer County Recorder, more particularly described as follows:

BEGINNING at a point which bears South 20°25'14" East 2667.87 feet from the Northwest corner of said Section 26;

thence, North 01°01'17" West 153.34 feet;

thence, North 71°58'43" East 25.00 feet;

thence, North 17°02'05" West 200.00 feet;

thence, South 84°34'20" East 338.49 feet;

thence, South 77°50'32" East 359.24 feet;

thence, South 20°13'38" East 225.75 feet;

thence, North 45°24'39" West 75.31 feet;

thence, North 88°50'32" West 263.60 feet;

thence, South 77°32'03" West 421.41 feet to the point of beginning;

containing an area of 3.826 acres, more or less.

0799 000 0118 074

67805

May 24, 1990
89-0266



MORTON & PITALO, INC.
Civil Engineering Planning Surveying
1430 Alhambra Blvd., Suite 200
Sacramento, Ca 95816
916/454-9600
Fax: 916/454-0120

DESCRIPTION

**NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 81B
(Gross)**

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., and a portion of a tract of land as shown and so designated on that certain Record of Survey filed in Book 7, Page 63 of Surveys, Placer County Recorder, more particularly described as follows:

BEGINNING at a point which bears South 31°49'56" East 3069.56 feet from the Northwest corner of said Section 26;

thence, South 77°50'32" East 51.62 feet;

thence, South 48°45'26" East 286.07 feet;

thence, North 74°17'40" East 192.12 feet;

thence, Southeasterly along the arc of a non-tangent curve to the right, concave to the Southwest, having a radius of 650.00 feet and being subtended by a chord bearing South 20°59'18" East 92.18 feet;

thence, South 55°57'11" West 274.59 feet;

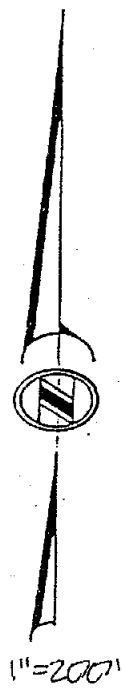
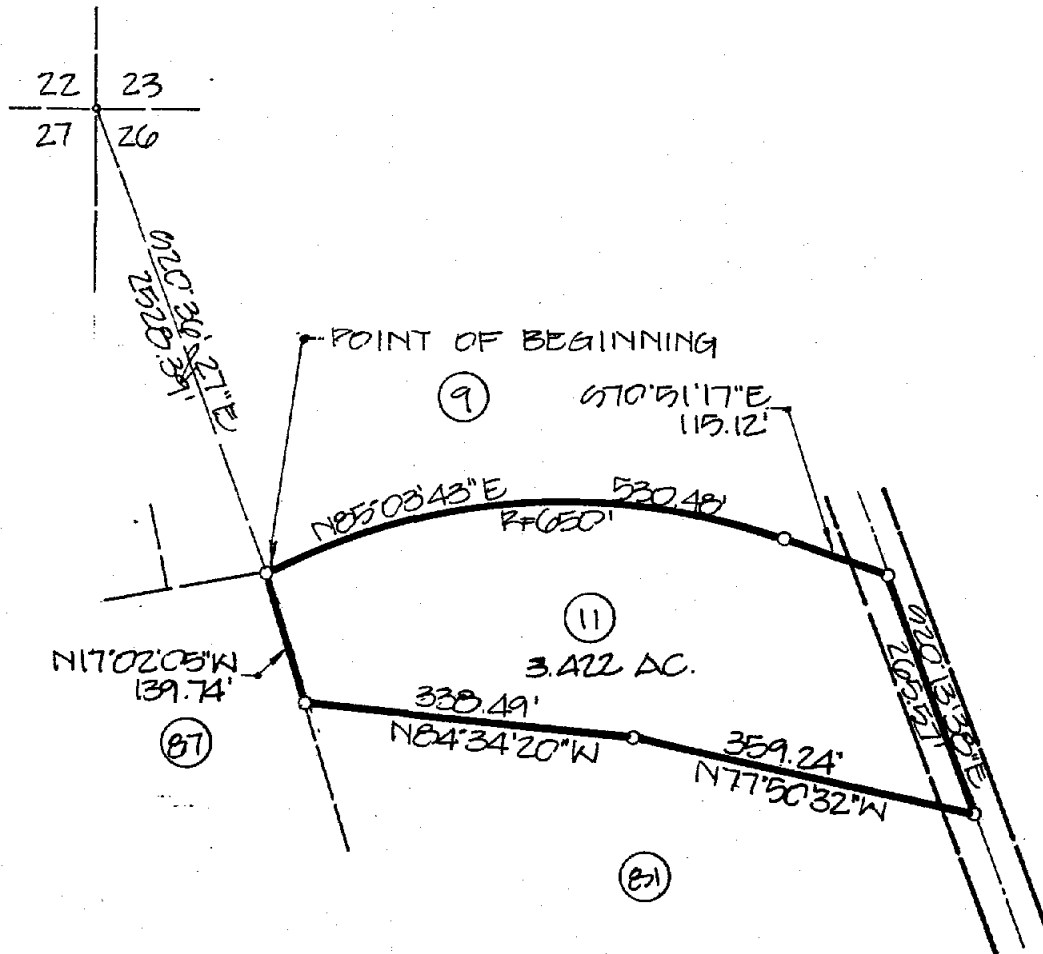
thence, North 45°24'39" West 249.90 feet to the point of beginning;

containing an area of 1.631 acres, more or less.

0798 000 011 0077

67305

T. 11N, R. 6E,
M.D.M.



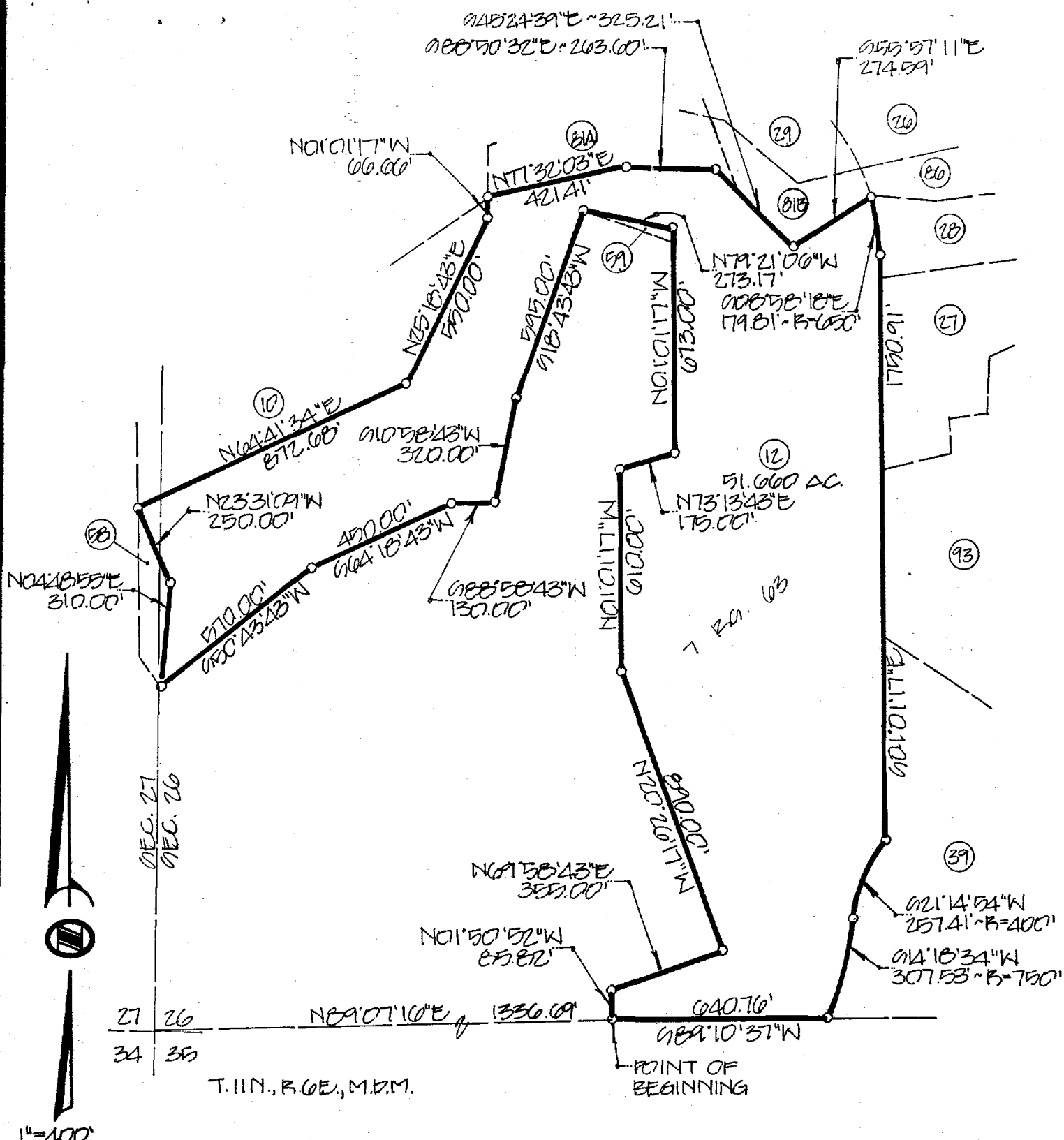
MORTON & PITALO, INC.


CIVIL ENGINEERING • PLANNING • SURVEYING
 6788 0000 0211 3078

DATE	JAN. 1990
JOB NO.	890266
BY	G.D.R.
SHEET OF	ONE ONE

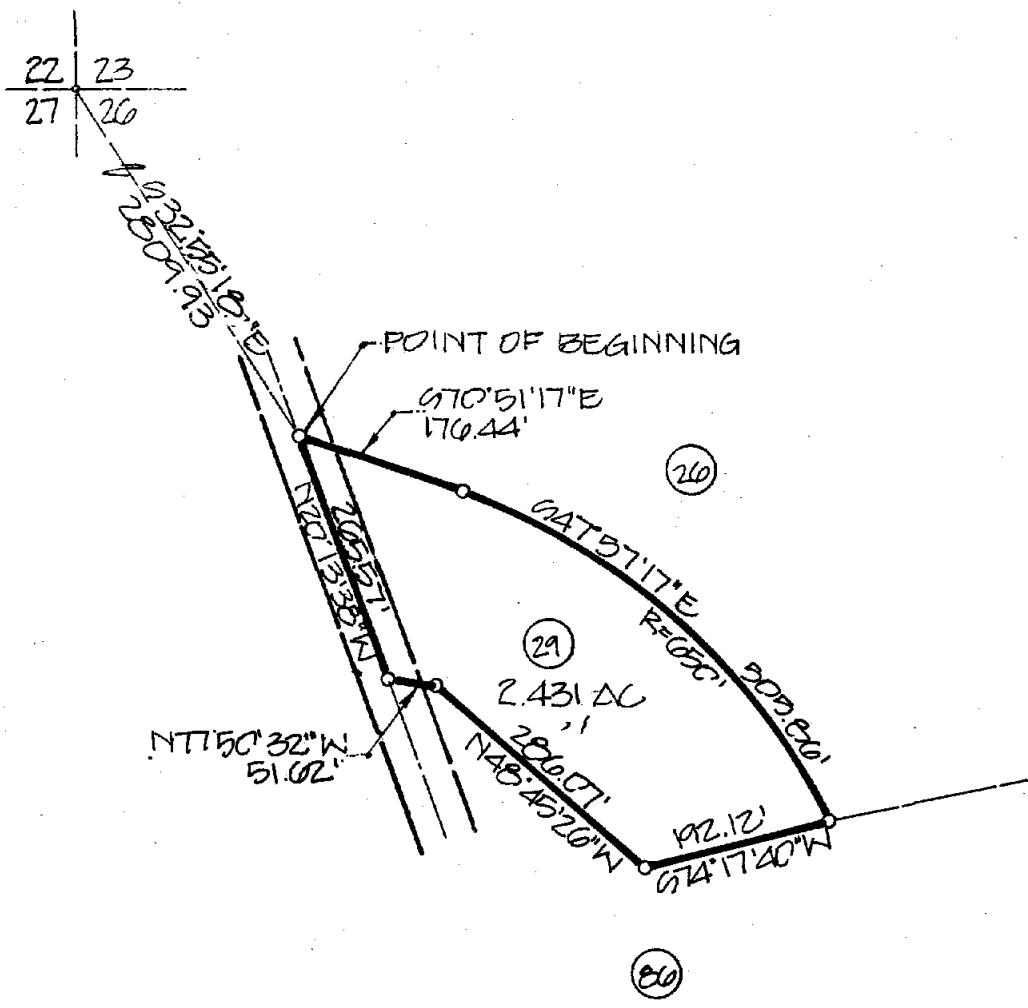
PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
 PARCEL 11 (GROUN)

67805 54



	MORTON & PITALO, INC. CIVIL ENGINEERING • PLANNING • SURVEYING		DATE MAY 1990
	PROJECT NORTH CENTRAL BOONVILLE SPECIFIC PLAN PARCEL 12 (GROSS)		JOB NO. 890206
	BY G.D.R.		SHEET OF ONE ONE

J. H. N. S. G. E.,
M. E. M.



MORTON & PITALO, INC.

CIVIL ENGINEERING • PLANNING • SURVEYING

0798 000 0115 080

DATE
DEC. 1989

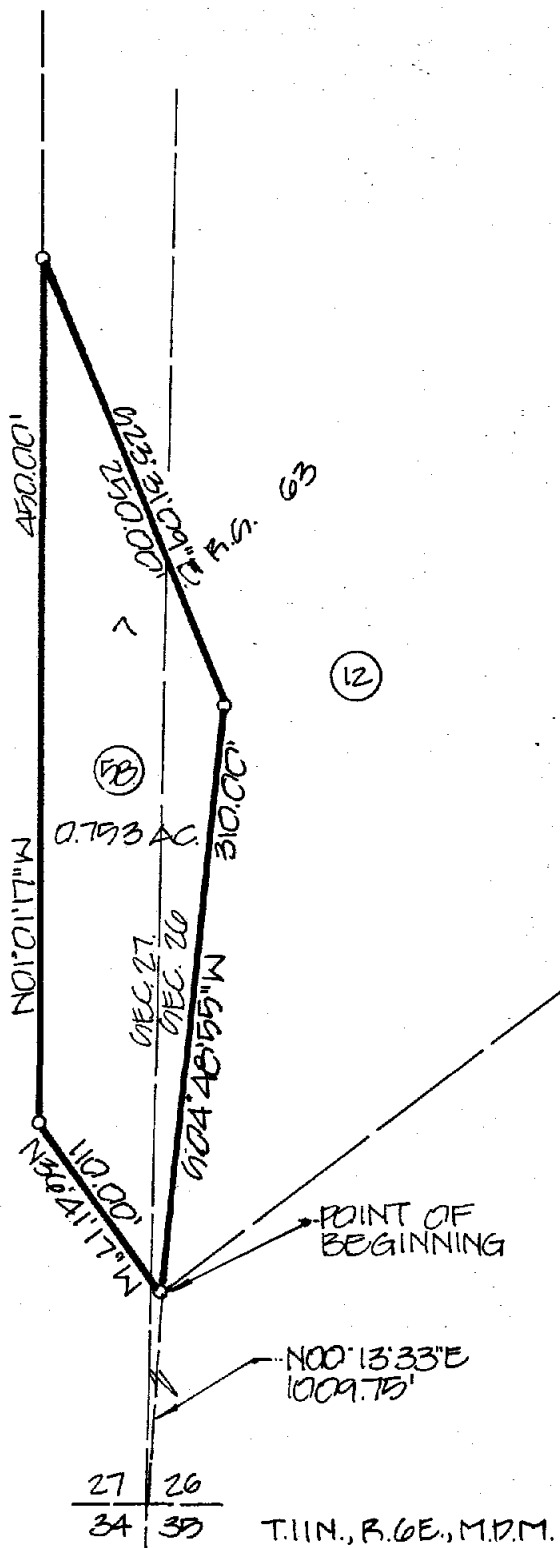
JOB NO.
880134

BY
G.D.R.

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
PARCEL 29

SHEET OF
ONE ONE

87805 56

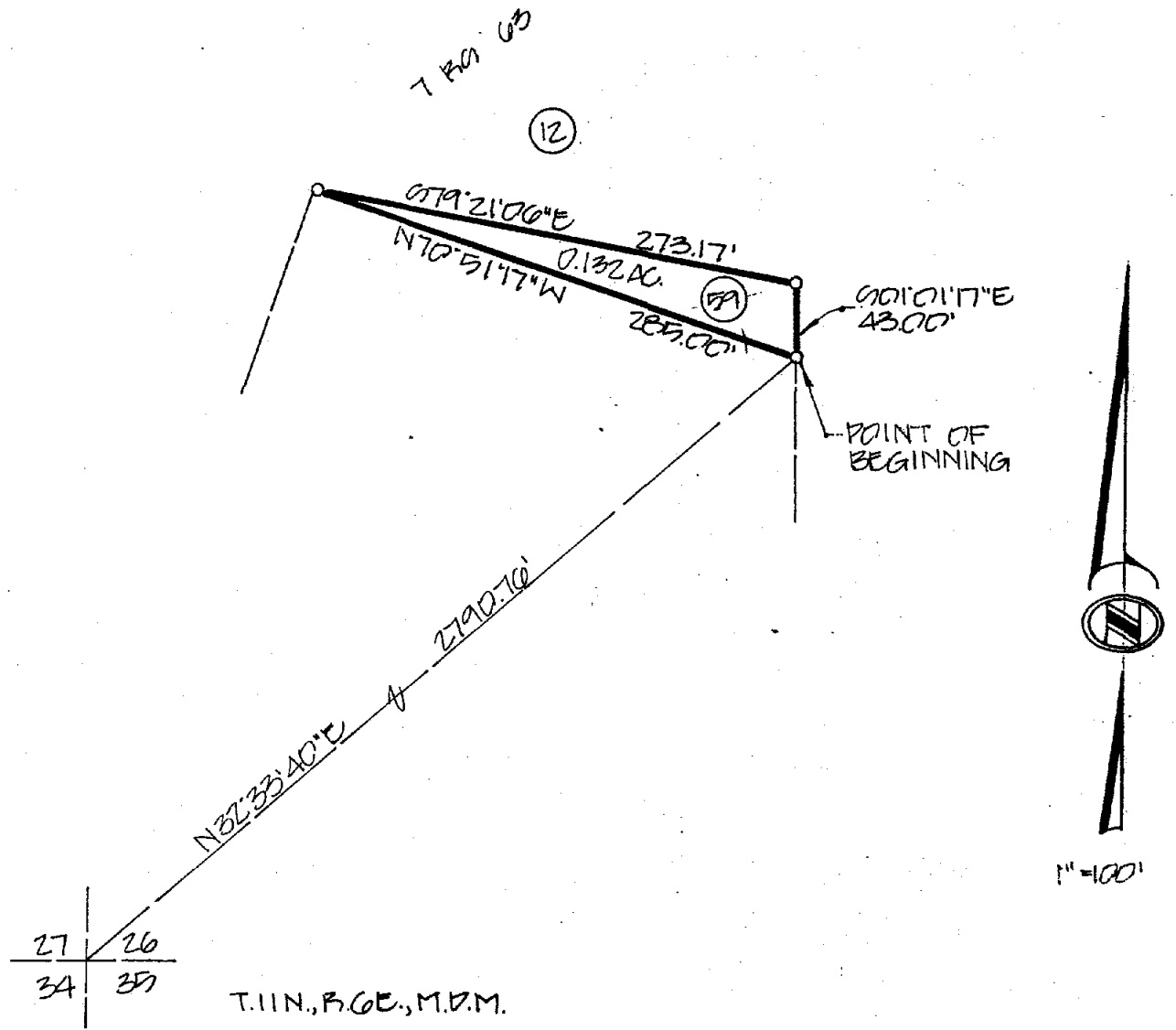


MORTON & PITALO, INC.
 CIVIL ENGINEERING · PLANNING · SURVEYING

DATE
MAY 1990
 JOB NO.
890200
 BY
G.P.R.

PROJECT NORTH CENTRAL ROSEVILLE SPECIFIC PLAN
 PARCEL 50

SHEET OF
 ONE ONE



MORTON & PITALO, INC.

CIVIL ENGINEERING • PLANNING • SURVEYING

3758 0000 0115 1012

DATE
MAY 1990

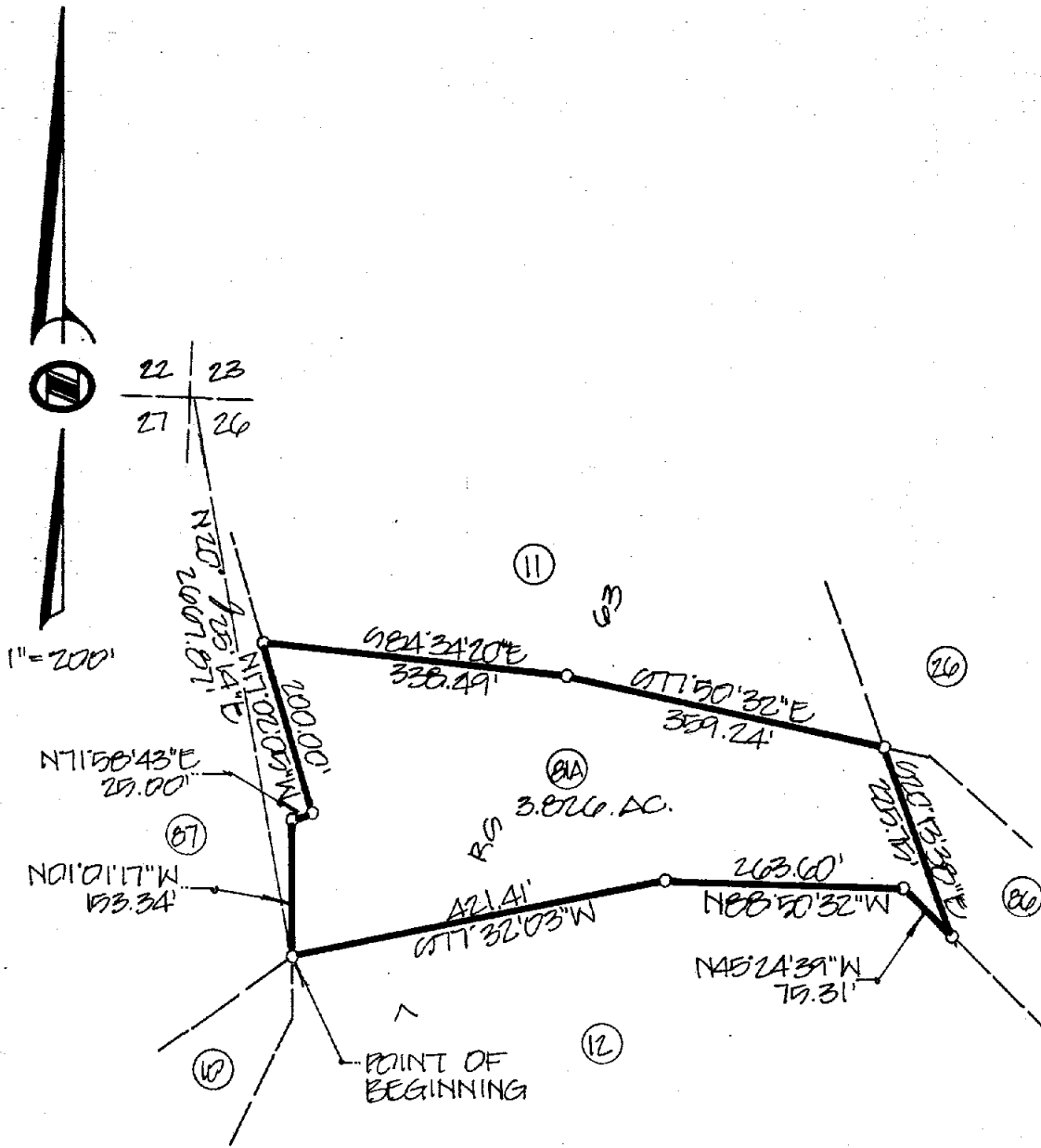
JOB NO.
890200

BY
G.D.G.

PROJECT NORTH CENTRAL ROGEEVILLE SPECIFIC PLAN
PARCEL 89

SHEET OF
ONE ONE

57503



MORTON & PITALO, INC.

CIVIL ENGINEERING • PLANNING • SURVEYING

67305

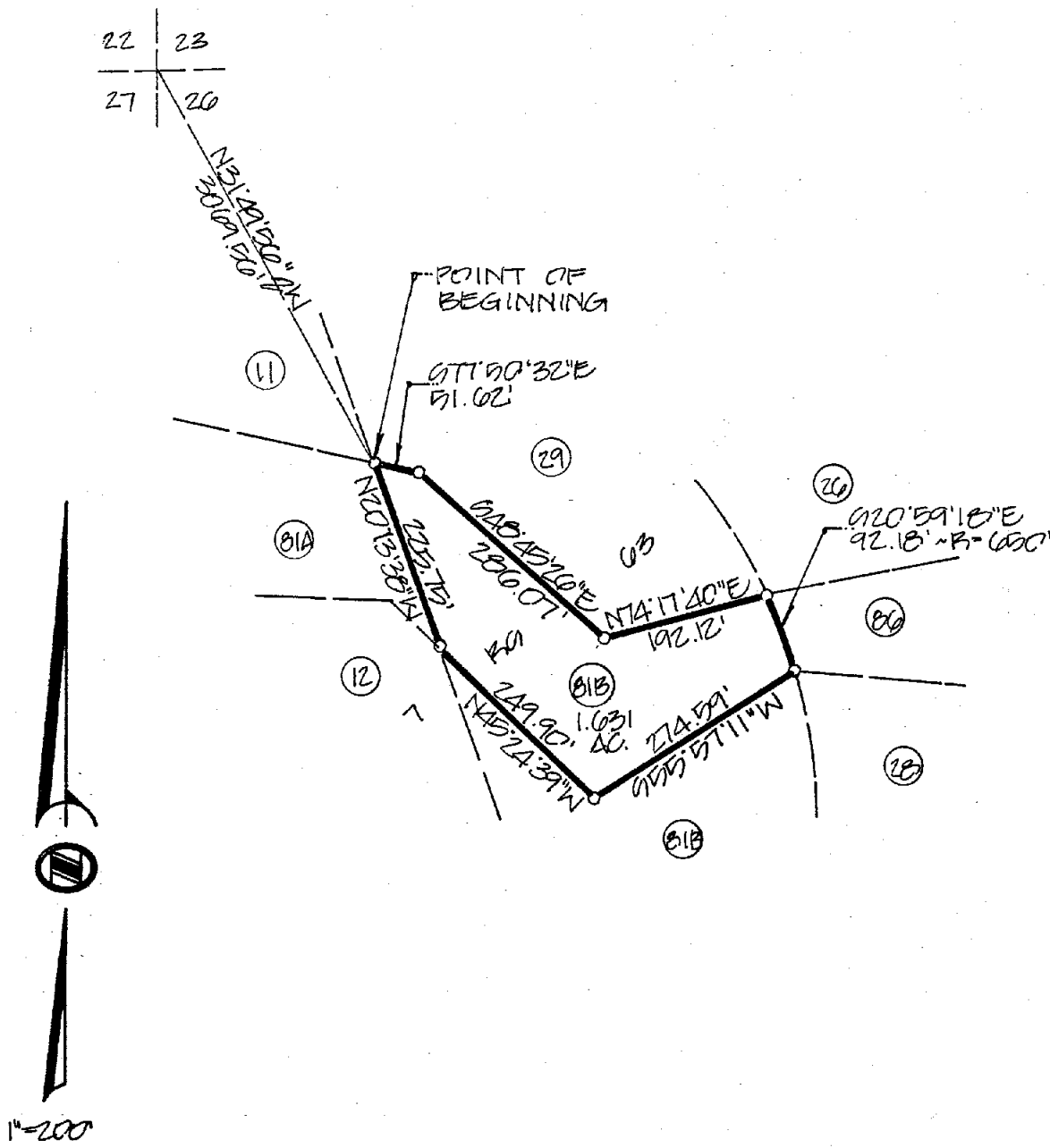
DATE
MAY 1990

JOB NO.
E90200

BY
G.D.R. 59

PROJECT NORTH CENTRAL ROGEEVILLE SPECIFIC PLAN
PARCEL B1A (GROUN)

SHEET OF
ONE ONE



MORTON & PITALO, INC.
 CIVIL ENGINEERING • PLANNING • SURVEYING

DATE	MAY 1990
JOB NO.	EA0266
BY	G.P.Q.
SHEET OF	ONE ONE

PROJECT NORTH CENTRAL BOONEVILLE SPECIFIC PLAN
 PARCEL B1B (GROUP)

North Central Roseville Specific Plan

Land Use Map

May 7, 1990

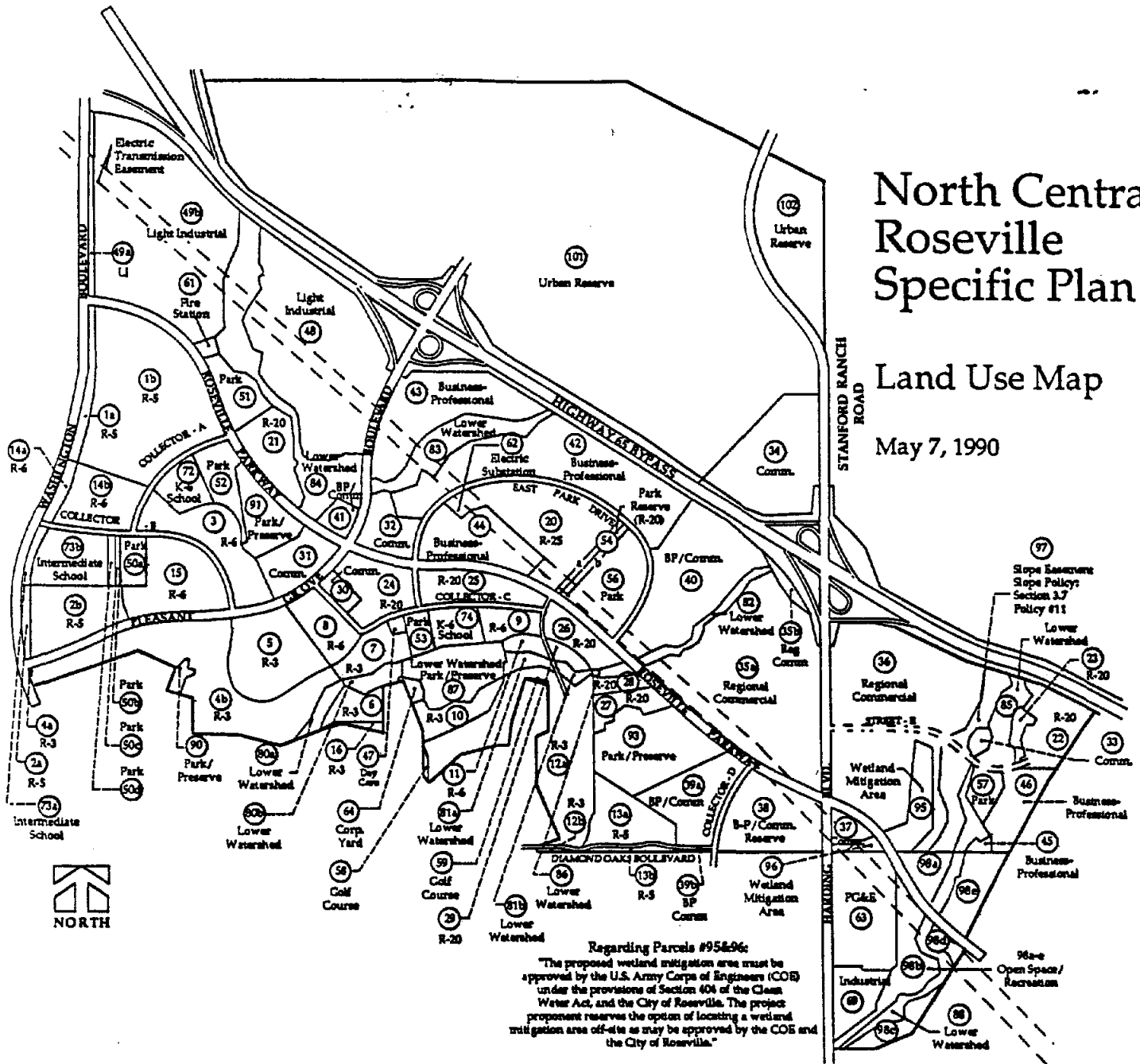


EXHIBIT B

Schematic Development Plan

5/17/90

07805

Parcel	Land Use	Acres	DU		Ownership
11	R-6	3.42	20		C.D.COMMUNITIES
12a & b	R-3	51.21	165		C.D.COMMUNITIES
29	R-20	2.43	50		C.D.COMMUNITIES
58	GOLF COURSE	0.13	0		C.D.COMMUNITIES
59	GOLF COURSE	0.75	0		C.D.COMMUNITIES
81a & b	LOWER WATERSHED	5.46	0		C.D.COMMUNITIES
	TOTAL	63.4	235		

EXHIBIT C

Table of Land Uses

5/23/90

0798 0000 0115 0000

67305

62

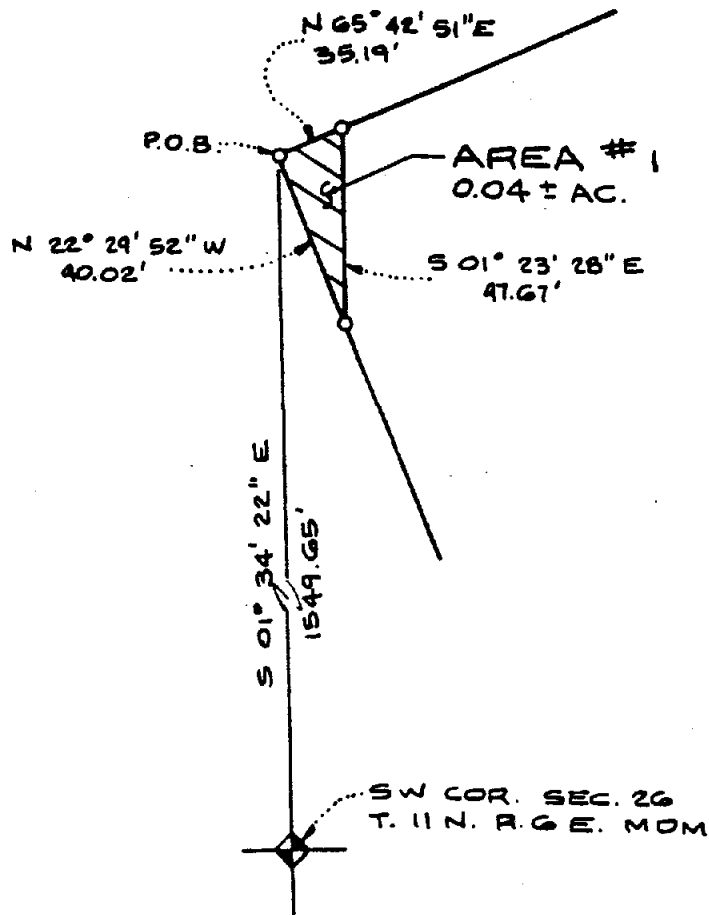
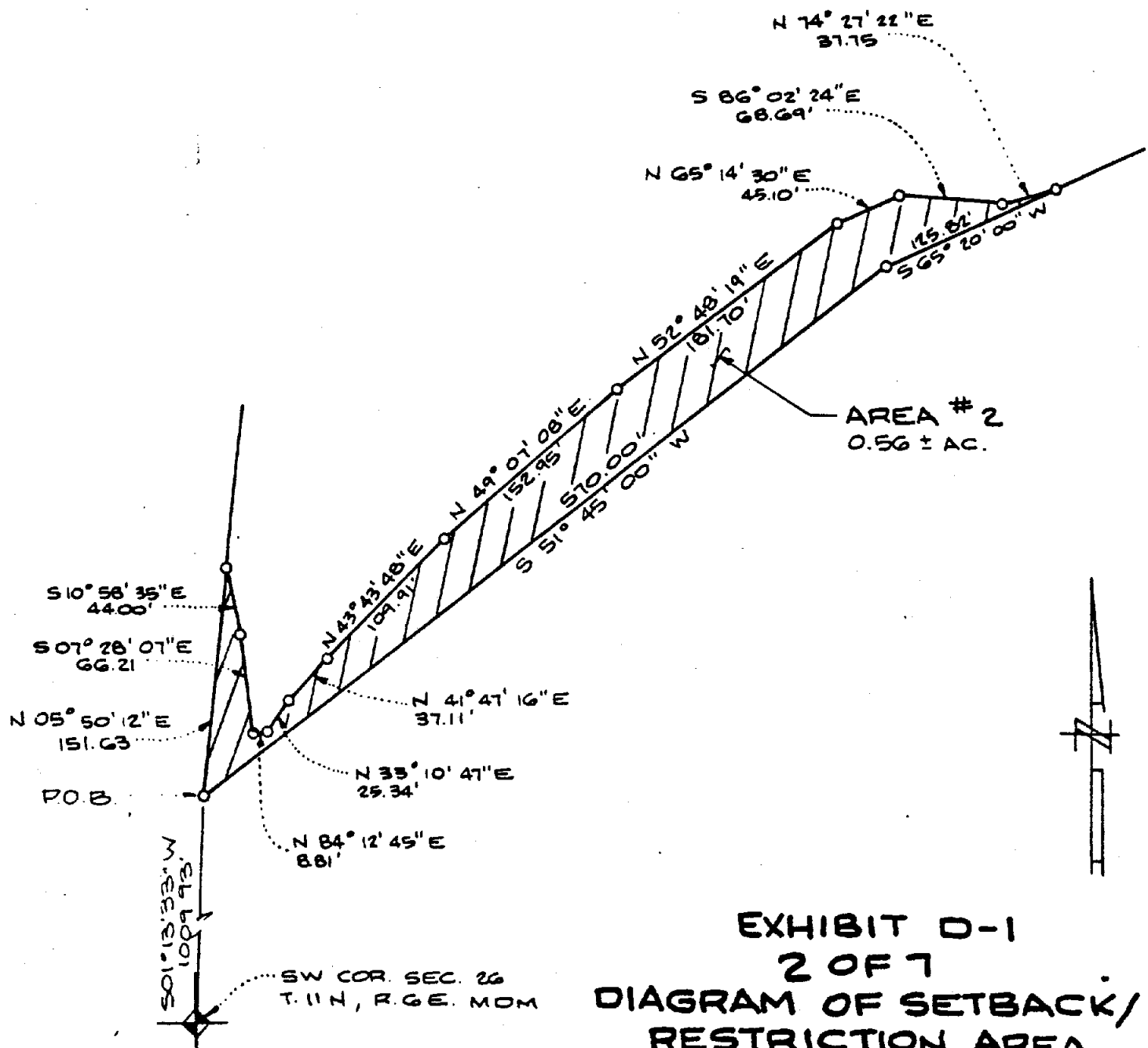


EXHIBIT D-1
1 OF 7
**DIAGRAM OF SETBACK/
 RESTRICTION AREA**

COR. SEC. 26 & 27	
LEGAL: T. 11 N. R. 6 E. MDM	
SCALE: 1" = 100'	DATE: 5-24-90
PREPARED AT THE REQUEST OF: ANDREGG, INC.	
1293 LINCOLN WAY, AUBURN, CALIFORNIA 95603	
(916) 885-7072 FAX: (916) 885-5798	
DRAWN:	CHECKED: JOB # 5585

**NORTH CENTRAL ROSEVILLE
 SPECIFIC PLAN
 SETBACK ZONE
 AREA 1**



AREA # 2
0.56 ± AC.

EXHIBIT D-1
2 OF 7
DIAGRAM OF SETBACK/
RESTRICTION AREA

PROJECT:	
SEC. 26 & 27	
LEGAL: T. 11. N. R. 6 E. M. 0 M	
SCALE: 1" = 100'	DATE: 5-24-90
PREPARED AT THE REQUEST OF: ANDREGG, INC.	
1293 LINCOLN WAY, ALBURN, CALIFORNIA 95603	
(916) 885-7072 FAX: (916) 885-5788	
DRAWN:	CHECKED: JOB # 5585

NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN
SETBACK ZONE
AREA 2

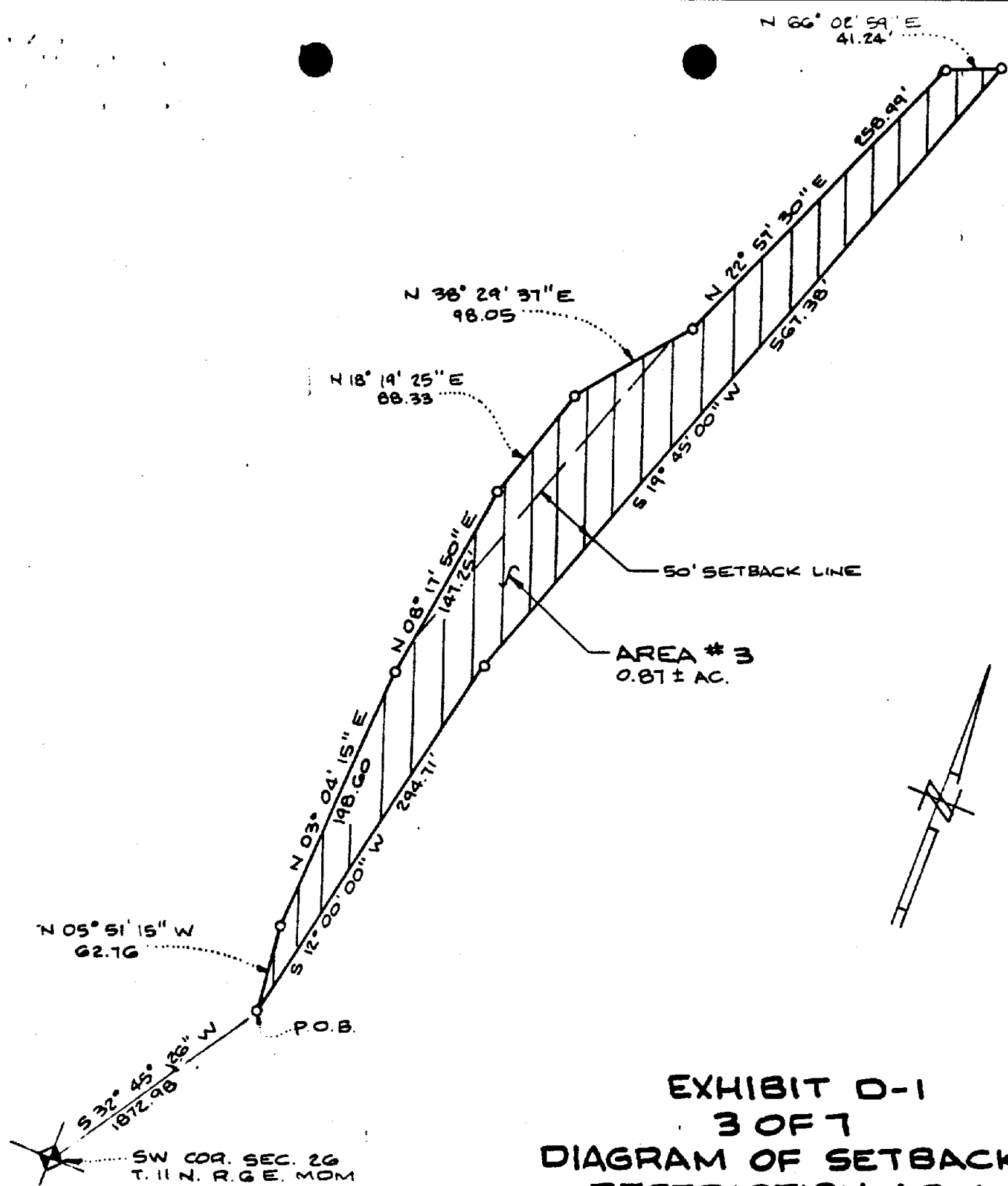


EXHIBIT D-1
3 OF 7
**DIAGRAM OF SETBACK/
 RESTRICTION AREA**

LEGAL: T. 11 N. R. G. E. MOM	
SCALE: 1" = 100'	DATE: 5-24-90
PREPARED AT THE REQUEST OF:	
ANDREGG, INC.	
1293 LINCOLN WAY, AUBURN, CALIFORNIA 95603	
(916) 885-7072 FAX: (916) 885-5788	
DRAWN:	CHECKED: JOB # 5585

NORTH CENTRAL ROSEVILLE
 SPECIFIC PLAN
 RESTRICTION/SETBACK ZONE
 AREA 3

67805

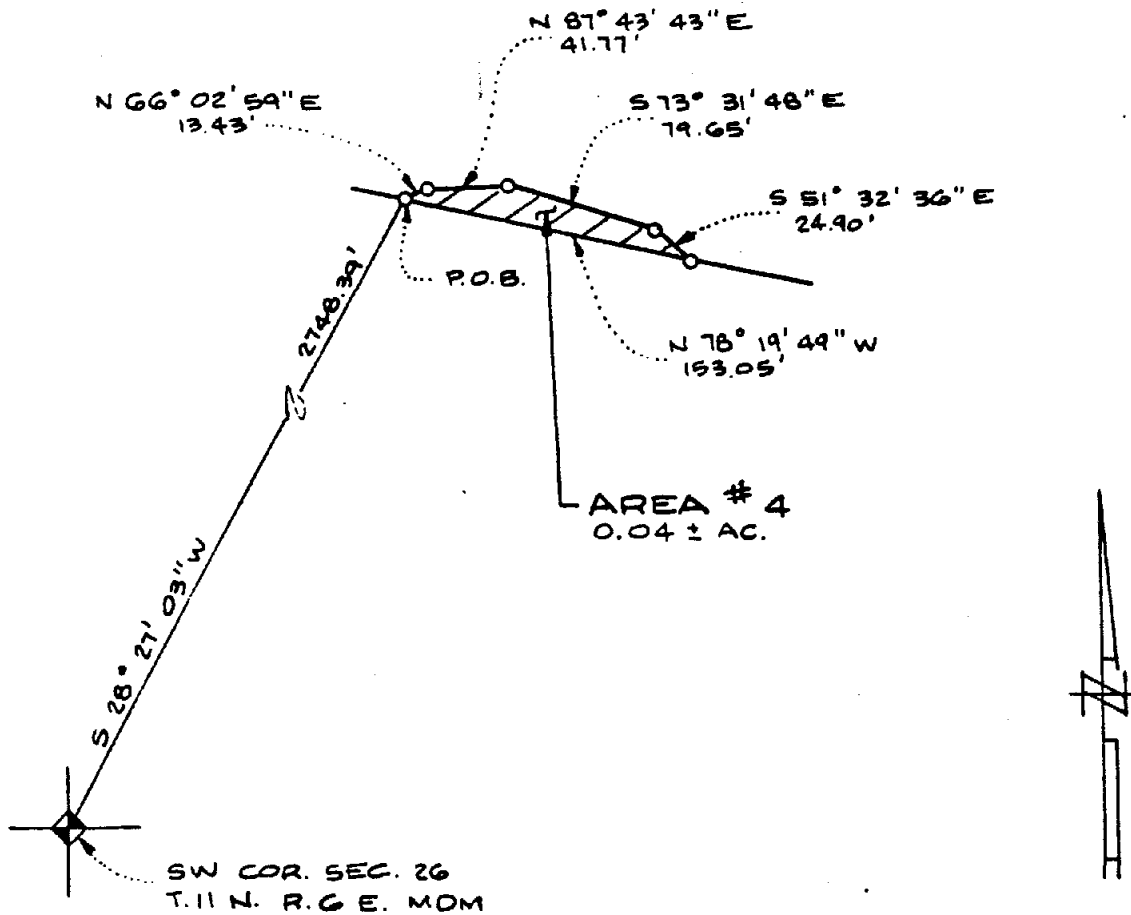
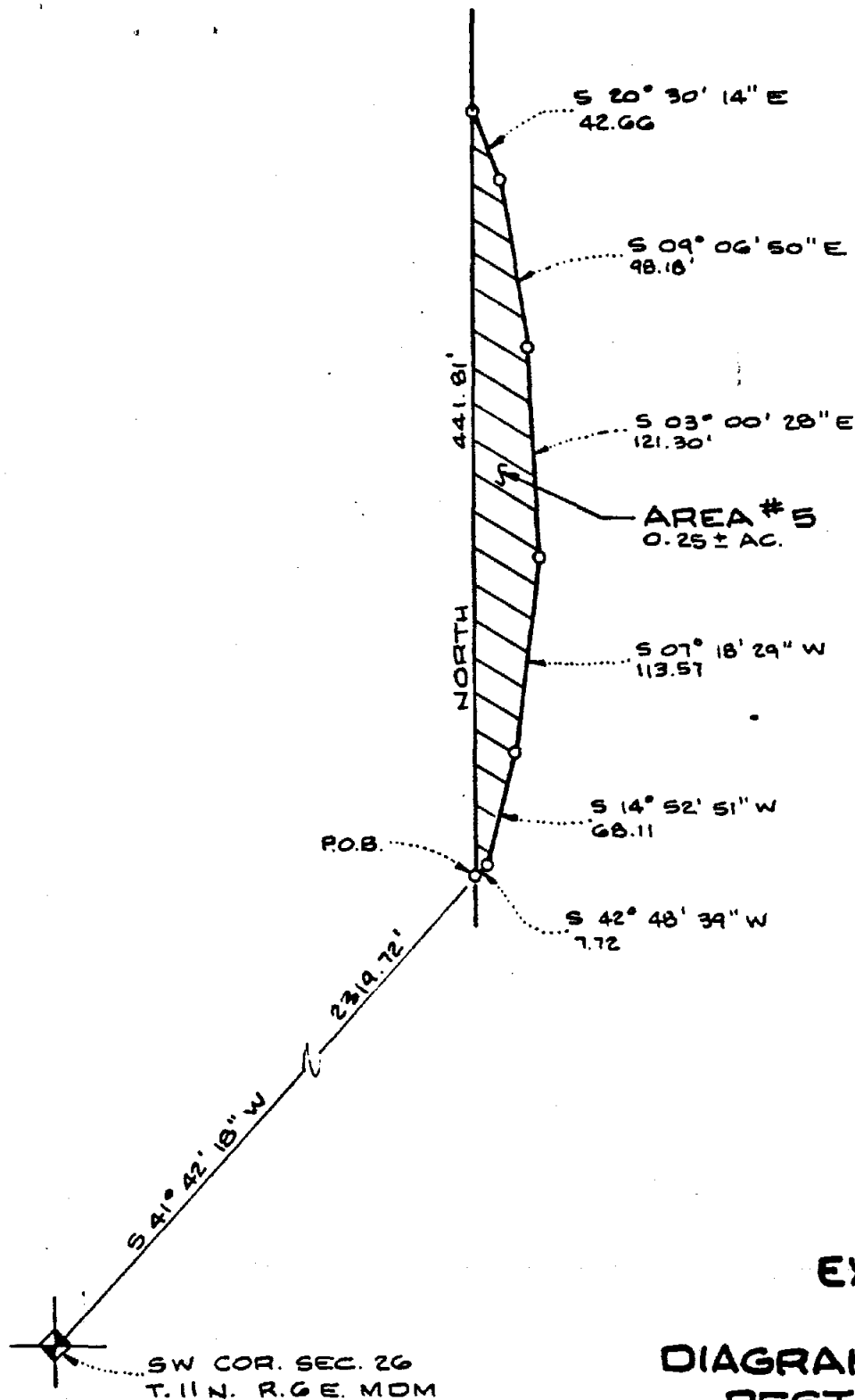


EXHIBIT D-1
4 OF 7
DIAGRAM OF SETBACK/
RESTRICTION AREA

LEGAL: SEC. 26 T. 11 N. R. 6 E. MDM	
SCALE: 1" = 100'	DATE: 5-24-90
PREPARED AT THE REQUEST OF: ANDREGG, INC.	
1253 LINCOLN WAY, AUBURN, CALIFORNIA 95603 (916) 885-7072 FAX (916) 885-5788	
DRAWN:	CHECKED: JOE & 5505

NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN
SETBACK ZONE
AREA 4

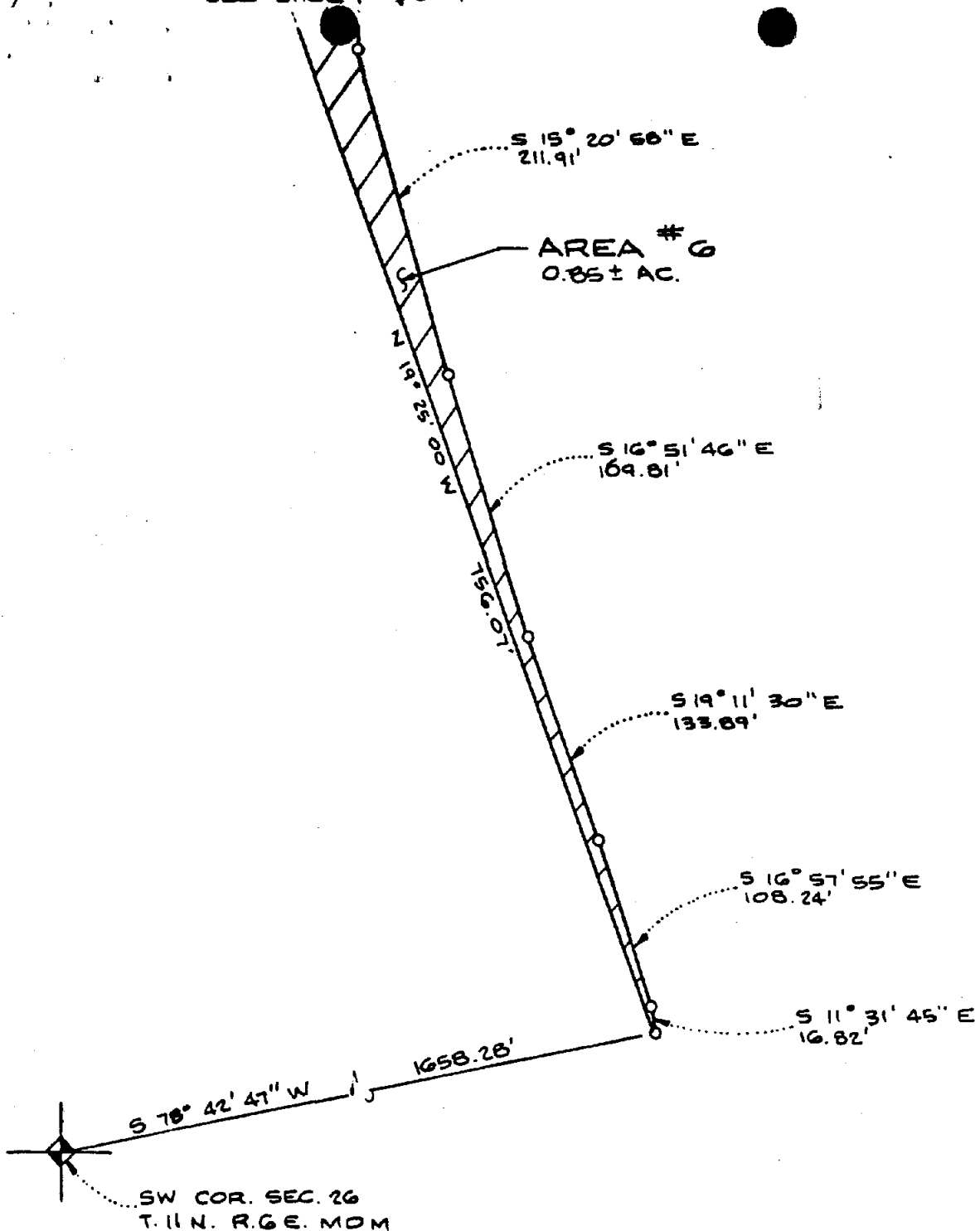


**EXHIBIT D-1
5 OF 7
DIAGRAM OF SETBACK/
RESTRICTION AREA**

SEC. 26	
LEGAL: T. 11 N. R.G.E. MDM	
SCALE: 1" = 100'	DATE: 5-24-90
PREPARED AT THE REQUEST OF:	
ANDREGG, INC.	
1283 LINCOLN WAY, ALBURN, CALIFORNIA 95603 (916) 888-7072 FAX: (916) 888-8798	
DRAWN:	CHECKED:
	JOB # 5585

**NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN
SETBACK ZONE
AREA 5**

SEE SHEET 7 OF 7



**EXHIBIT D-1
 6 OF 7
 DIAGRAM OF SETBACK/
 RESTRICTION AREA**

SEC. 26	
T. 11 N. R. 6 E. M. 6 M	
LEGAL:	
SCALE: 1" = 100'	DATE: 6-24-90
PREPARED AT THE REQUEST OF:	
ANDREGG, INC.	
1293 LINCOLN WAY, AUBURN, CALIFORNIA 95603	
(916) 885-7072 FAX: (916) 885-5798	
DRAWN:	CHECKED: JOB # 5585

**NORTH CENTRAL ROSEVILLE
 SPECIFIC PLAN
 SETBACK ZONE
 AREA 6**

67305

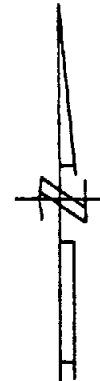
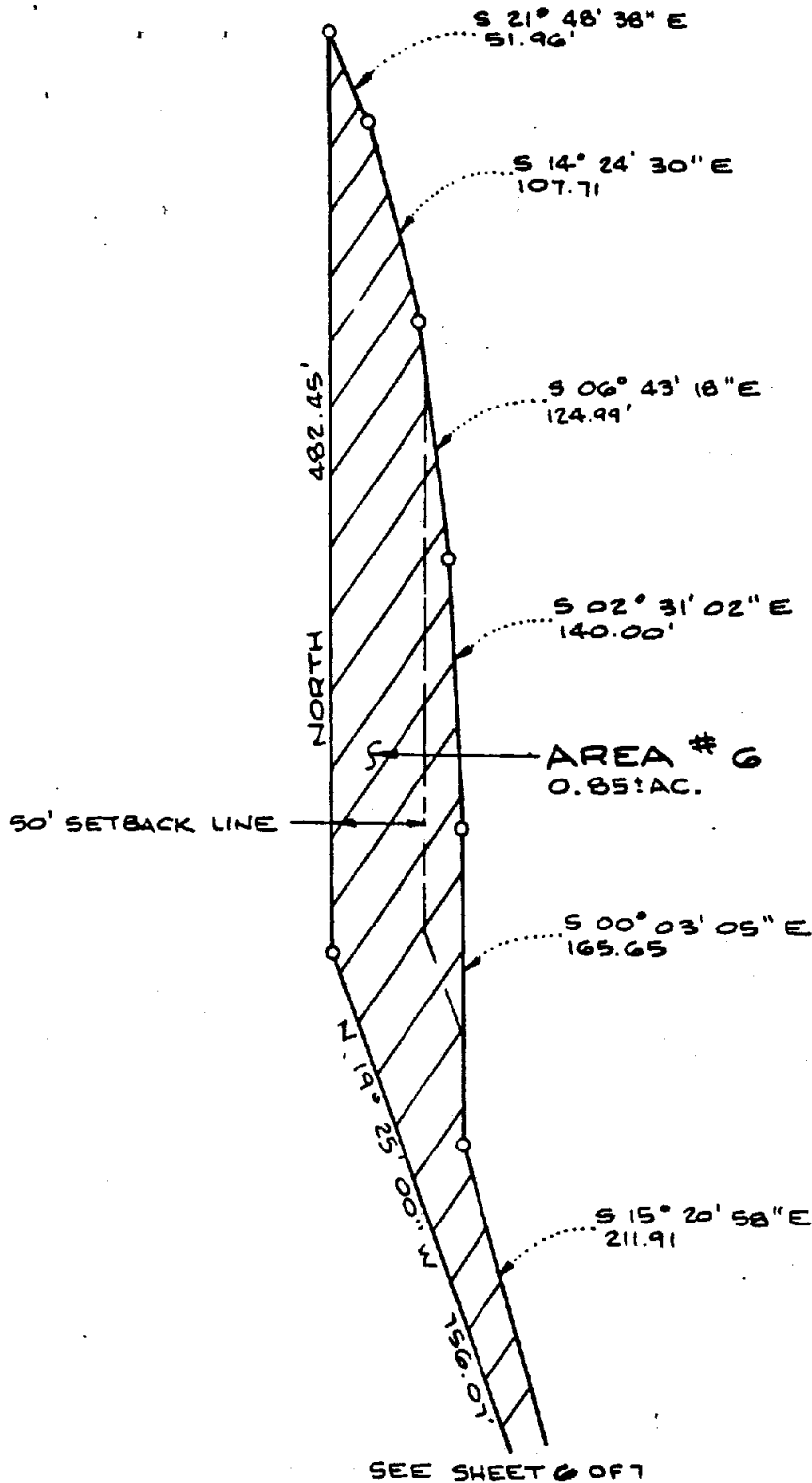


EXHIBIT O-1
 7 OF 7
 DIAGRAM OF SETBACK/
 RESTRICTION AREA

SEE SHEET 6 OF 7

SEC. 26	
LEGAL: T. 11. N. R. G. E. M. D. M.	
SCALE: 1" = 100'	DATE: 5-24-90
PREPARED AT THE REQUEST OF: ANDREGG, INC.	
1293 LINCOLN WAY, AUBURN, CALIFORNIA 95603	
(916) 885-7072 FAX: (916) 885-5798	
DRAWN:	CHECKED: JOB # 5585

NORTH CENTRAL ROSEVILLE
 SPECIFIC PLAN
 RESTRICTION/SETBACK ZONE

AREA 6

07805

ANDREGG, INC.

SURVEYORS • ENGINEERS • PLANNERS

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN SETBACK ZONE NO. 1

Portionsof Sections 26 and 27, Township 11 North, Range 6 East, M.D.M., City of Roseville, Placer County, California.

Beginning at the most Westerly point of the parcel of land to be described hereby, and from said point the Southwest corner of Section 26 marked by a square head bolt set in concrete stamped "RCE 2333" bears South $01^{\circ}34'22''$ East for a distance of 1549.65 feet; thence from said point of beginning North $65^{\circ}42'51''$ East for a distance of 35.19 feet; thence South $01^{\circ}23'28''$ East for a distance of 97.67 feet; thence North $22^{\circ}29'52''$ West for a distance of 90.02 feet to the point of beginning.

Containing 0.04 acres, more or less.

Note: The meridian of this description is identical to the meridian of the Record of Survey filed in Book 7 of Surveys, Page 63, Placer County Records.

EXHIBIT D-2
1 of 6
LEGAL DESCRIPTION
SETBACK ZONE 1

ANDREGG, INC.

SURVEYORS • ENGINEERS • PLANNERS

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN SETBACK ZONE NO. 2

Portions of Sections 26 and 27, Township 11 North, Range 6 East, M.D.M., City of Roseville, Placer County, California.

Beginning at the most Southerly point of the parcel or land to be described hereby, and from said point the Southwest corner of Section 26 marked by a square head bolt set in concrete stamped "RCE 2333" bears South $01^{\circ}13'33''$ West for a distance of 1009.93 feet; thence from said point of beginning North $05^{\circ}50'12''$ East for a distance of 151.63 feet; thence South $10^{\circ}58'35''$ East for a distance of 44.00 feet; thence South $07^{\circ}28'07''$ East for a distance of 66.21 feet; thence North $84^{\circ}12'45''$ East for a distance of 8.81 feet; thence North $33^{\circ}10'47''$ East for a distance of 25.34 feet; thence North $41^{\circ}47'16''$ East for a distance of 37.11 feet; thence North $43^{\circ}43'48''$ East for a distance of 109.91 feet; thence North $49^{\circ}07'08''$ East for a distance of 152.95 feet; thence North $52^{\circ}48'19''$ East for a distance of 181.70 feet; thence North $65^{\circ}14'30''$ East for a distance of 45.10 feet; thence South $86^{\circ}02'24''$ East for a distance of 68.69 feet; thence North $74^{\circ}27'22''$ East for a distance of 37.75 feet; thence South $65^{\circ}20'00''$ West for a distance of 125.82 feet; thence South $51^{\circ}45'00''$ West for a distance of 570.00 feet to the point of beginning.

Containing 0.56 acres, more or less.

Note: The meridian of this description is identical to the meridian of the Record of Survey filed in Book 7 of Surveys, Page 63, Placer County Records.

EXHIBIT D-2
2 of 6
LEGAL DESCRIPTION
SETBACK ZONE 2

0798 0000 0118 005

ANDREGG, INC.

SURVEYORS • ENGINEERS • PLANNERS

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN SETBACK ZONE NO. 3

A portion of Section 26, Township 11 North, Range 6 East, M.D.M.,
City of Roseville, Placer County, California.

Beginning at the most Southerly point of the parcel of land to be described hereby and from said point the Southwest corner of Section 26 marked by a square head bolt set in concrete stamped "RCE 2333" bears South 32°45'26" West for a distance of 1872.98 feet; thence from said point of beginning North 05°51'15" West for a distance of 62.76 feet; thence North 03°04'15" East for a distance of 198.60 feet; thence North 08°17'50" East for a distance of 147.25 feet; thence North 18°19'25" East for a distance of 88.33 feet; thence North 38°29'37" East for a distance of 98.05 feet; thence North 22°57'30" East for a distance of 258.99 feet; thence North 66°02'59" East for a distance of 41.24 feet; thence South 19°45'00" West for a distance of 567.38 feet; thence South 12°00'00" West for a distance of 294.71 feet to the point of beginning.

Containing 0.87 acres, more or less.

Note: The meridian of this description is identical to the meridian of the Record of Survey filed in Book 7 of Surveys, Page 63, Placer County Records.

EXHIBIT D-2
3 of 6
LEGAL DESCRIPTION
RESTRICTION/SETBACK ZONE 3

0798 0001 0115 02

ANDREGG, INC.

SURVEYORS • ENGINEERS • PLANNERS

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN SETBACK ZONE NO. 4

A portion of Section 26, Township 11 North, Range 6 East, M.D.M., City of Roseville, Placer County, California.

Beginning at the most Westerly point of the parcel of land to be described hereby, and from said point the Southwest corner of Section 26 marked by a square head bolt set in concrete stamped "RCE 2333" bears South 28°27'03" West for a distance of 2748.39 feet; thence from said point of beginning North 66°02'59" East for a distance of 13.43 feet; thence North 87°43'43" East for a distance of 41.77 feet; thence South 73°31'48" East for a distance of 79.65 feet; thence South 51°32'36" East for a distance of 24.90 feet; thence North 78°19'49" West for a distance of 153.05 feet to the point of beginning.

Containing 0.04 acres, more or less.

Note: The meridian of this description is identical to the meridian of the Record of Survey filed in Book 7 of Surveys, Page 63, Placer County Records.

EXHIBIT D-2
4 of 6
LEGAL DESCRIPTION
SETBACK ZONE 4

0788 0000 0115 0197

ANDREGG, INC.

SURVEYORS • ENGINEERS • PLANNERS

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN SETBACK ZONE NO. 5

A portion of Section 26, Township 11 North, Range 6 East, M.D.M.,
City of Roseville, Placer County, California.

Beginning at the most Southerly point of the parcel of land to be described hereby, and from said point the Southwest corner of Section 26 marked by a square head bolt set in concrete stamped "RCE 2333" bears South $41^{\circ}42'18''$ West for a distance of 2319.72 feet; thence from said point of beginning North for a distance of 441.81 feet; thence South $20^{\circ}30'14''$ East for a distance of 42.66 feet; thence South $09^{\circ}06'50''$ East for a distance of 98.18 feet; thence South $03^{\circ}00'28''$ East for a distance of 121.30 feet; thence South $07^{\circ}18'29''$ West for a distance of 113.57 feet; thence South $14^{\circ}52'51''$ West for a distance of 68.11 feet; thence South $42^{\circ}48'39''$ West for a distance of 7.24 feet to the point of beginning.

Containing 0.25 acres, more or less.

Note: The meridian of this description is identical to the meridian of the Record of Survey filed in Book 7 of Surveys, Page 63, Placer County Records.

EXHIBIT D-2
5 of 6
LEGAL DESCRIPTION
SETBACK ZONE 5

0798 0000 0117 0898

ANDREGG, INC.

SURVEYORS • ENGINEERS • PLANNERS

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN SETBACK ZONE NO. 6

A portion of Section 26, Township 11 North, Range 6 East, M.D.M.,
City of Roseville, Placer County, California.

Beginning at the most Southerly point of the parcel of land to be described hereby, and from said point the Southwest corner of Section 26 marked by a square head bolt set in concrete stamped "RCE 2333" bears South 78°42'47" West for a distance of 1658.28 feet; thence from said point of beginning North 19°25'00" West for a distance of 756.07 feet; thence North for a distance of 482.45 feet; thence South 21°48'38" East for a distance of 51.96 feet; thence South 14°24'30" East for a distance of 107.71 feet; thence South 06°43'18" East for a distance of 124.99 feet; thence South 02°31'02" East for a distance of 140.00 feet; thence South 00°03'05" East for a distance of 165.65 feet; thence South 15°20'58" East for a distance of 211.91 feet; thence South 16°51'46" East for a distance of 169.81 feet; thence South 19°11'30" East for a distance of 133.89 feet; thence South 16°57'55" East for a distance of 108.24 feet; thence South 11°31'45" East for a distance of 16.82 feet to the point of beginning.

Containing 0.85 acres, more or less.

Note: The meridian of this description is identical to the meridian of the Record of Survey filed in Book 7 of Surveys, Page 63, Placer County Records.

EXHIBIT D-2
6 of 6
LEGAL DESCRIPTION
RESTRICTION/SETBACK ZONE 6

0798 010 0113 0095

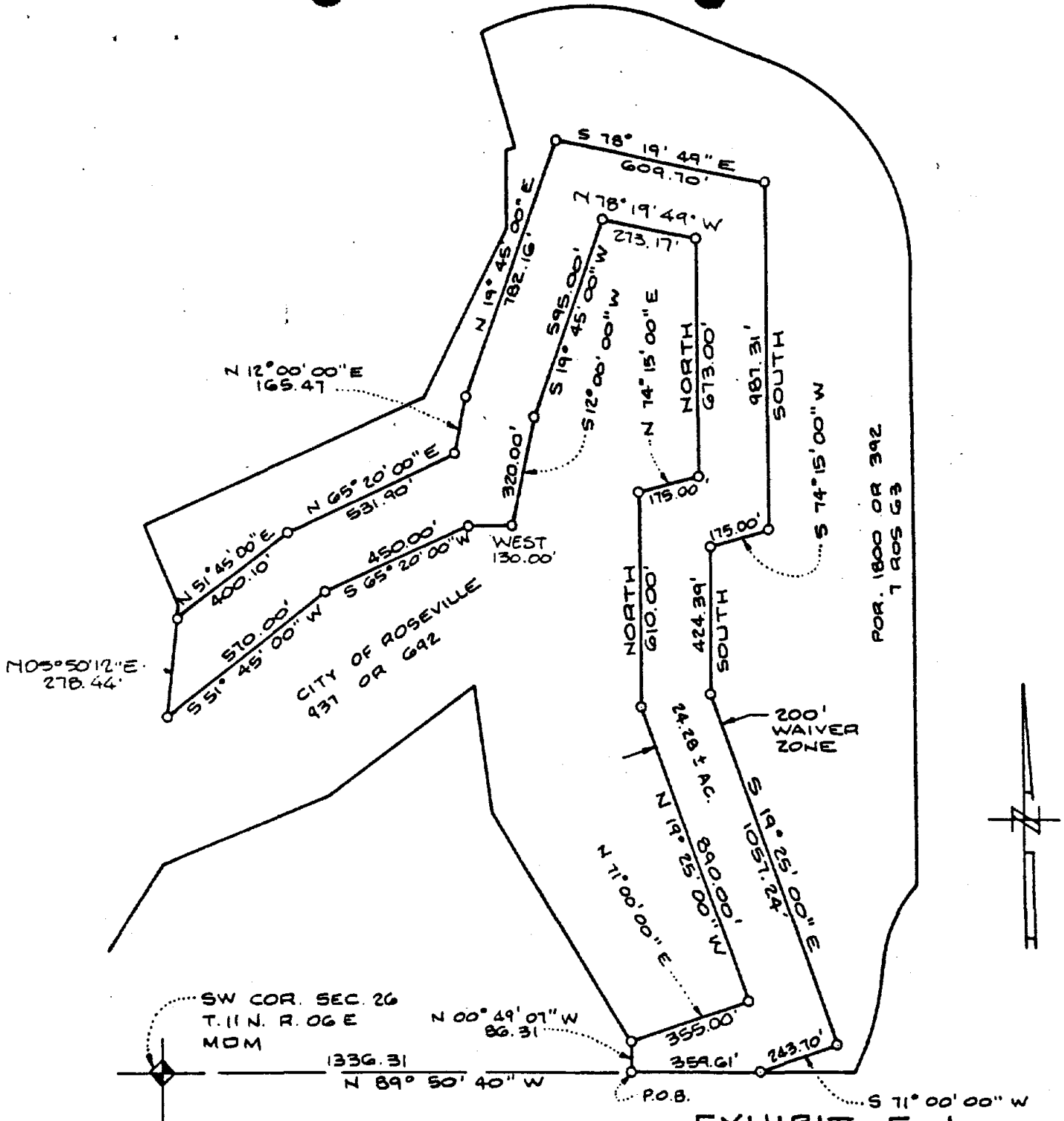


EXHIBIT E-1
OF
DIAGRAM OF WAIVER AREA

SEC. 26 & 27	
LEGAL: T. 11 N., R. 06 E., M.D.M.	
SCALE: 1" = 400'	DATE: 5-24-90
PREPARED AT THE REQUEST OF:	
ANDREGG, INC.	
1283 LINCOLN WAY, AUBURN, CALIFORNIA 95603	
(916) 885-7072 FAX: (916) 885-8798	
DRAWN:	CHECKED: JOB # 5585

EXHIBIT OF
WAIVER ZONE
NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN

ANDREGG, INC.

SURVEYORS • ENGINEERS • PLANNERS

DESCRIPTION

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN (WAIVER ZONE)

Portions of Sections 26 and 27, Township 11 North, Range 6 East, M.D.M., City of Roseville, Placer County, California.

Beginning at a point on the South line of said Section 26, and from said point the Southwest corner of Section 26 marked by a square head bolt set in concrete stamped "RCE 2333" bears North 89°50'40" West for a distance of 1336.31 feet; thence from said point of beginning, leaving said South line, North 00°49'07" West for a distance of 86.31 feet; thence North 71°00'00" East for a distance of 355.00 feet; thence North 19°25'00" West for a distance of 890.00 feet; thence North for a distance of 610.00 feet; thence North 74°15'00" East for a distance of 175.00 feet; thence North for a distance of 673.00 feet; thence North 78°19'49" West for a distance of 273.17 feet; thence South 19°45'00" West for a distance of 595.00 feet; thence South 12°00'00" West for a distance of 320.00 feet; thence West for a distance of 130.00 feet; thence South 65°20'00" West for a distance of 450.00 feet; thence South 51°45'00" West for a distance of 570.00 feet; thence North 05°50'12" East for a distance of 278.44 feet; thence North 51°45'00" East for a distance of 400.10 feet; thence North 65°20'00" East for a distance of 531.90 feet; thence North 12°00'00" East for a distance of 165.47 feet; thence North 19°45'00" East for a distance of 782.16 feet; thence South 78°19'49" East for a distance of 609.70 feet; thence South for a distance of 987.31 feet; thence South 74°15'00" West for a distance of 175.00 feet; thence South for a distance of 424.39 feet; thence South 19°25'00" East for a distance of 1057.24 feet; thence South 71°00'00" West for a distance of 243.70 feet to a point on the South line of said Section 26; thence along said South line North 89°50'40" West for a distance of 359.61 feet to the point of beginning.

Containing 24.28 acres, more or less.

Note: The meridian of this description is identical to the meridian of the Record of Survey filed in Book 7 of Surveys, Page 63, Placer County Records.

EXHIBIT E-2
1 of 1
DIAGRAM OF WAIVER
AREA

0798 0000 0115' 014

1293 Lincoln Way, Auburn, CA 95603 • (916) 885-7072 • FAX # (916) 885-5798

67305

77

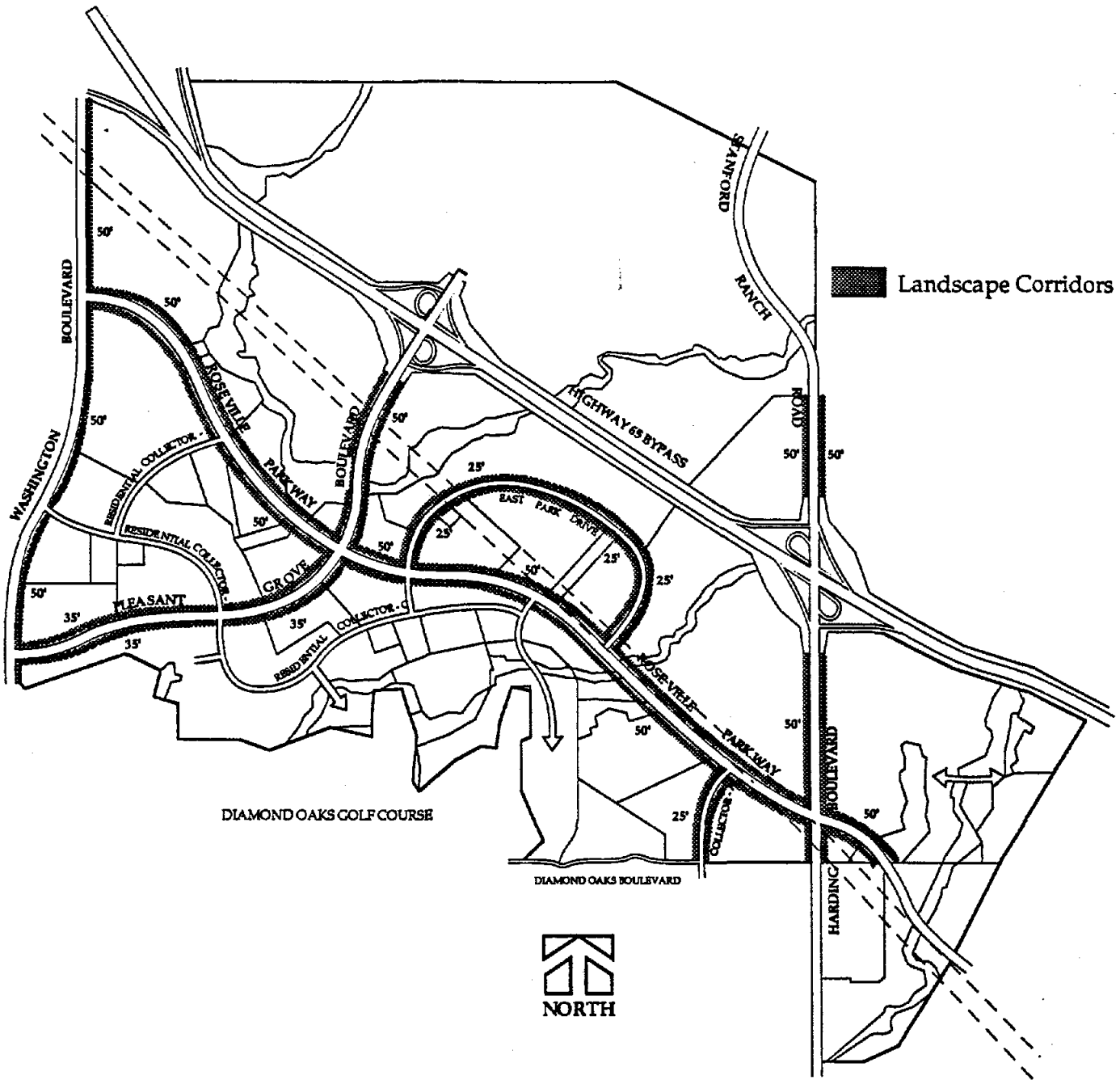
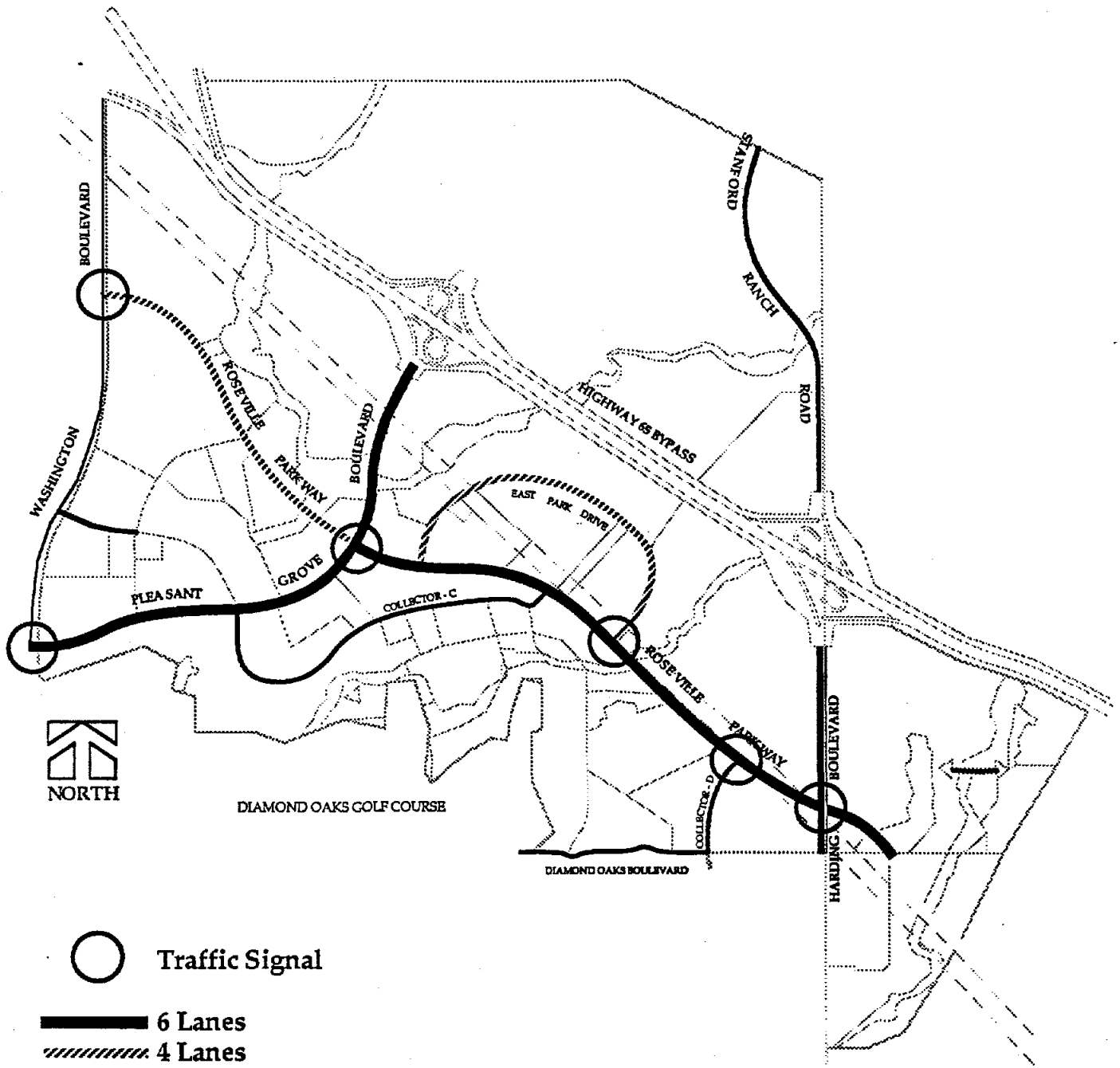


EXHIBIT F Scenic Corridors

0799 000 0115 0102

07805





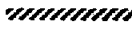


-  Traffic Signal
-  6 Lanes
-  4 Lanes
-  2 Lanes
-  18' total w/curb & gutter

EXHIBIT G CFD Circulation Improvements

0795 000 0115 ME

67305

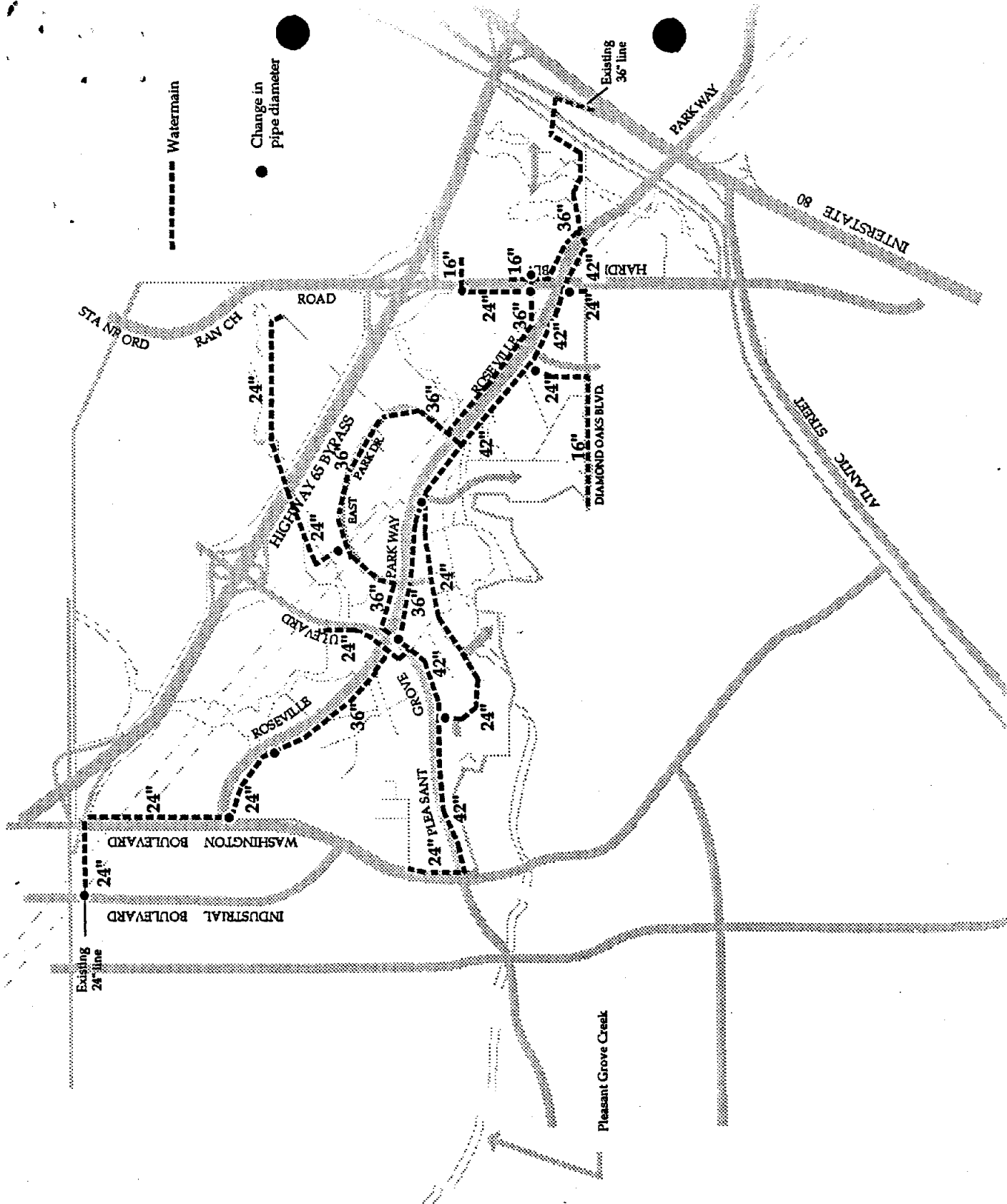


EXHIBIT H CFD Water Line Improvements

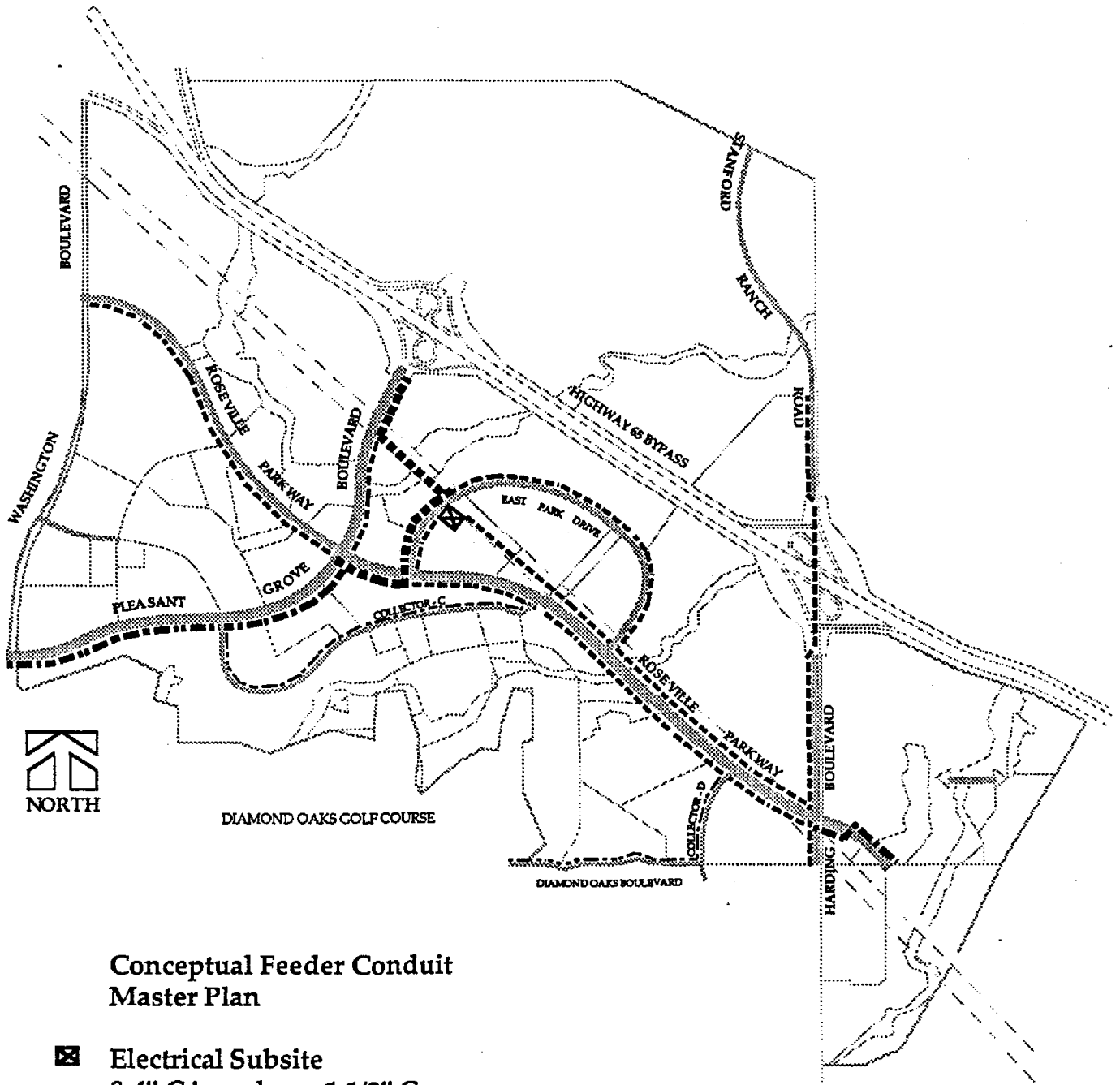
0799 0000 0115 0104

07805

ED

ea

30849



**Conceptual Feeder Conduit
Master Plan**

- ☒ Electrical Subsite
- 8-4" C.'s and one 1 1/2" C.
- 4-4" C.'s and one 1 1/2" C.
- 12-4" C.'s and one 1 1/2" C.
- 1-4" C.

**EXHIBIT J
CFD Electrical
Transmission Line
Improvements**

0798 000

NORTHEAST ROSEVILLE SPECIFIC PLAN

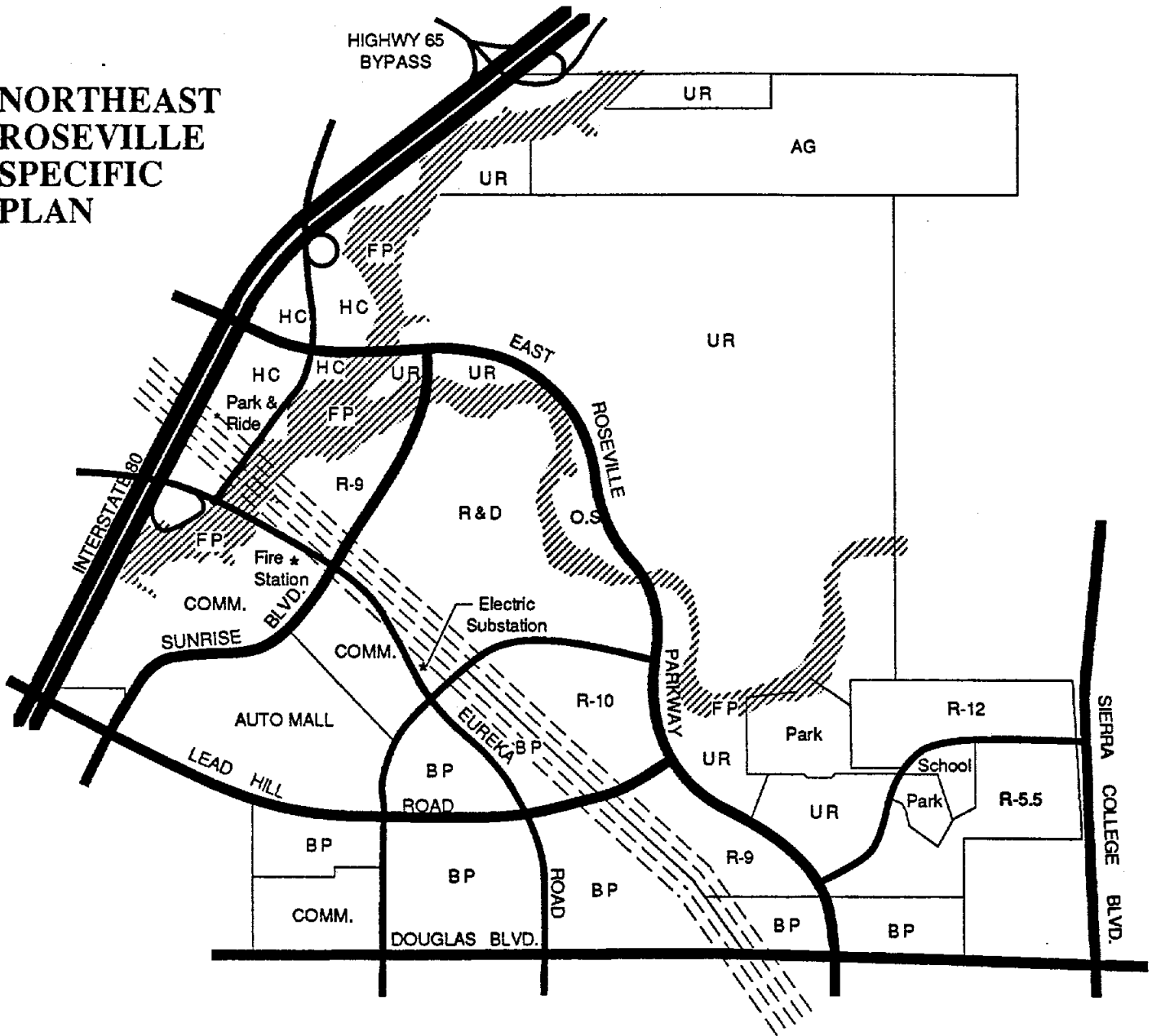


EXHIBIT K
Northeast Roseville
Specific Plan

NORTHWEST ROSEVILLE SPECIFIC PLAN

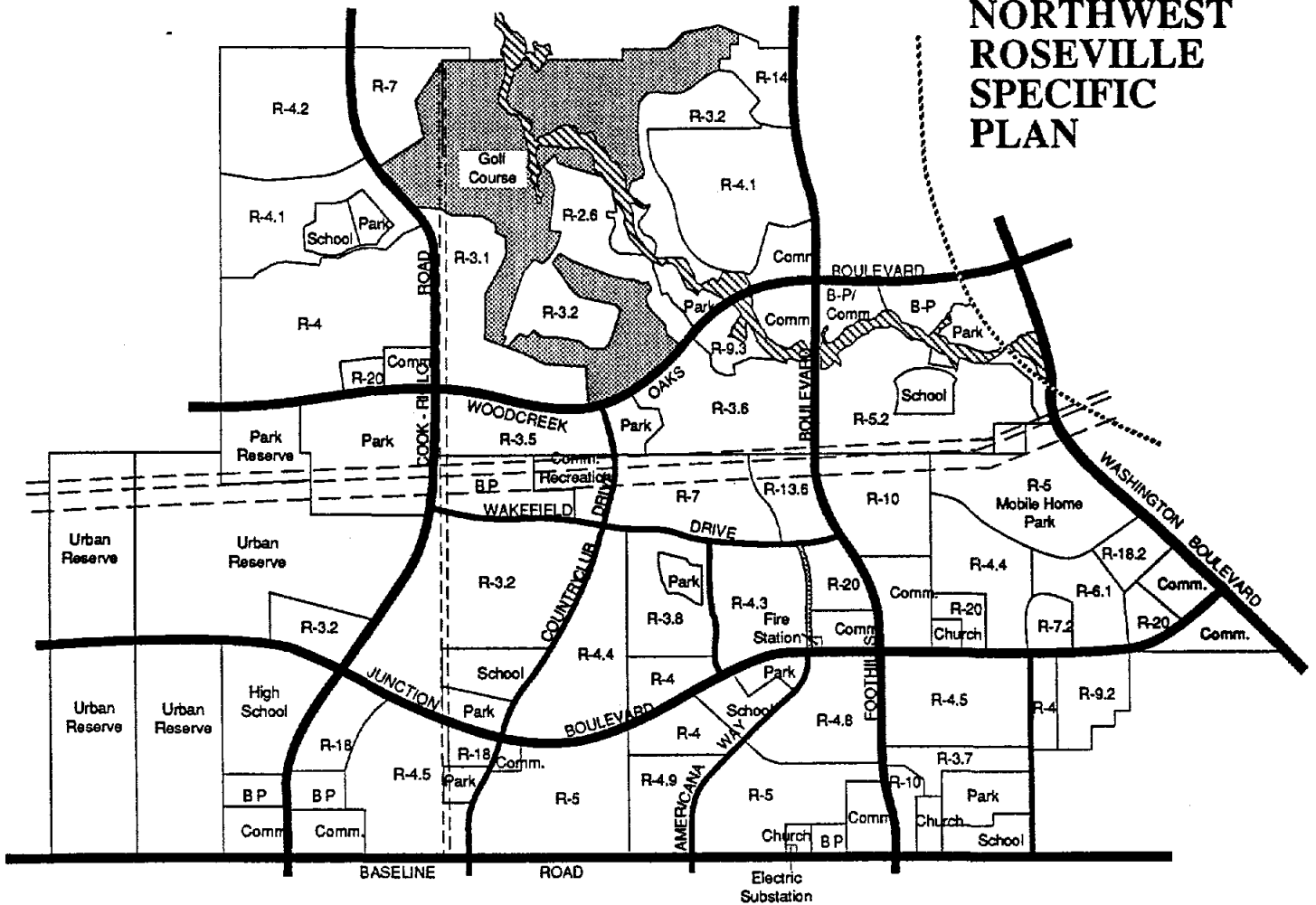


EXHIBIT L
Northwest Roseville
Specific Plan

0799 0000 0111 0100

67305

ORDINANCE NO. 2336

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A DEVELOPMENT AGREEMENT WITH SHAFFER MANAGEMENT CORP.
FOR PROPERTY LOCATED WITHIN THE NORTH CENTRAL ROSEVILLE
SPECIFIC PLAN AREA 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. 802, the Zoning Ordinance of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement for property owned by Shaffer Management Corp. located within the North Central Roseville Specific Plan Area.

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement for a portion of property known as the North Central Roseville Specific Plan Area, and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the North Central Roseville 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 Shaffer Management Corporation and the City of Roseville, relating to the North Central Roseville Specific Plan Area, 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 publicaiton by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 5th day of September, 1990, by the following vote on roll call:

AYES COUNCILMEMBERS: Bill Santucci, Harry Crabb, Jr., John Byouk
Mel Hamel, Pauline Rocucci

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

Pauline Rocucci
MAYOR

ATTEST:

Helen Florence
CITY CLERK

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

ATTEST:
City Clerk of the City of Roseville, California

[Signature]
DEPUTY CLERK

0798 0000 0113 010

87805⁸⁶