

11-2-90

Recorded  
Official Records  
County of  
Placer  
Mary Ann Hulse  
Recorder  
12:27pm 16-Oct-90

JG 73

RECORDING REQUESTED BY  
AND RETURN TO:

After Recording Return to:  
City Clerk  
CITY OF ROSEVILLE  
311 Vernon St., Office 208  
Roseville, CA 95678

7  
**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE AND  
JOHN MOURIER CONSTRUCTION CO., INC.  
RELATIVE TO THE DEVELOPMENT  
KNOWN AS DIAMOND OAKS EAST**

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 John Mourier Construction Co., Inc., a California Corporation, 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, 1990 (the "NCRSP" "Specific Plan" or "Plan").

3. Hearings. On May 15, 1990, the City Planning

CF: 0401-03-11  
NCRSP

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 this 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. 2330 dated September 5, 1990;

D. Schematic Development Plan (Exhibit B, attached hereto and incorporated herein by this reference); and

E. Ordinance No. 2337, 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 and A-2. 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 Parcel 13 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. [Section Reserved - No Multi-Family on Property]

1.B.4. [Section Reserved - No Multi-Family on Property]

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 has determined that the CFD has been created with full legal effect and that City is authorized to levy the special tax described in Section 3.C.1.c, all in accordance with Section 53328 of the Government Code. 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.2.

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: 90

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.A.2. [Section Reserved - No BP/Commercial on Property]

2.B. [Section Reserved - No Senior Citizen Housing on Property]

2.C. Affordable Housing.

2.C.1. [Section Reserved - No Multi-Family Affordable units on Property]

2.C.2. Purchase of Affordable Units.

2.C.2.a. Landowner agrees that nine (9) residential units will be reserved for purchase by 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 13            nine (9) units

2.C.2.b. If the total number of units constructed on the parcel 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 the Parcel 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 Section 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.D. [Section Reserved - Parcel 35 not on Property]

2.E. Special Requirements Within the Plan Area

2.E.1. [Section Reserved - No Wetland Preserves Located on Property]

2.E.2. [Section Reserved - Wetlands Compliance not applicable to Property]

2.E.3. Local and Residential Collector Streets. A 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.4. [Section Reserved - No Golf Course Setbacks on Property]

2.E.5. [Section Reserved - No Golf Course Waiver Areas on Property]

2.E.6. [Section Reserved - No Easement for and Construction and Maintenance of Bikeways on Property]

2.F. Transfer of Units. If a use permit for residential use is granted or a tentative map is approved with respect to Parcel 13 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 the Specific Plan. 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.1. [Section Reserved - No Electrical Substation on Property]

3.A.2. [Section Reserved - No Fire Station on Property]

3.A.3. Park Sites.

3.A.3.a. Landowner agrees to acquire and convey to the City upon demand a 2.14 acre, more or less, portion of park parcel shown as 54b on the Schematic Development Plan as is necessary to satisfy Landowner's obligations 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 2.14 acres, more or less, 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. [Section Reserved - not reserving park parcels 54a or 54b on Property]

3.A.4. [Section Reserved - Expanded Joint Use Area for Park and Intermediate School not on Property]

3.A.5. [Section Reserved - Corporation Yard not on Property]

3.A.6. Circulation Rights-of-Way. 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.7. Public Utility Easement. Landowner agrees to grant the City of Roseville an additional easement in a width of fifteen feet (15') adjacent to the City's existing ten foot (10') easement located along the southern portion of the Property.

3.A.7. [Section Reserved - Waterline Easement not on Property]

3.A.8. [Section Reserved - Light Rail Easement not on Property]

3.A.9. [Section Reserved - Electrical Distribution Easement not on Property]

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 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 heretofore 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 in the NCRSP ("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 uses 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.~~ [Deleted - Property not in North Roseville/Rocklin Sewer Assessment District]

~~3.B.2.d.~~ [Deleted - Property not in Dry Creek Sewer Benefit Area]

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 NCRSP Roseville Specific Plan 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 transmission facilities as shown on Exhibit J.

3.B.2.g. [Deleted - Parcel 64 not on Property]

3.B.2.h. [Deleted - Water main adjacent to Roseville Parkway and connection to Parcel 34 not on Property]

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 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.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, 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 within Parcels 80, 82, 83, 84, 86, 87, 90, 91, and 93 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 Fiddymont 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 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.4. [Section Reserved - Washington Boulevard Improvements not on Property]

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. No such interim fee shall be collected after January 1, 1992.

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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, 12, 13, 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 3.C. Landowner shall be allocated Landowner's share of infrastructure costs and shall be assessed special 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 the allocation of the cost of and levy of special tax related to an improvement, the benefit and special tax for which is allocated 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 \$912,905. 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 landowner 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 Parcel 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

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:

i) Single Family Residential Units \$299.48

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:

i) Single 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

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TWENTY-EIGHT THOUSAND DOLLARS (\$1,028,000).

3.C.3.c. Subject to the limitations set forth in this Section 3.C.3.c., City shall reimburse the CFD for that capacity within the Water Mains shown on Exhibit H which is attributable to requirements of portions of the North Industrial Plan Area in an amount not less than \$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 therefore has paid 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.

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3.D.1. Detention Basins. 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.2. [Section Reserved - Parcel 101 Detention Basin not on Property]

3.D.3. [Section Reserved - Parcel 87 Detention Basin not on Property]

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

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 Plan Area 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 facilities 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.1. [Section Reserved - Not selling any portion of the Property to School District]

3.F.2. [Section Reserved - Not leasing any portion of the Property to School District]

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

construction 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 \$948,245. 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) Parcel 13: \$995

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) Parcel 13: \$1690

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 remaining 416 K-6 students (who cannot be accommodated within the capacity of the 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 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 purposed 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.6. [Section Reserved - Not selling any portion of the Property to School District]

3.F.7. Frontage Improvements. It is understood that the cost of frontage improvements (including pavement, sidewalk, curb, gutter, utilities and street lights) which are adjacent to Parcels 72, 73, and 74 is included in the sums specified in Sections 3.F.3 and 3.F.5. District will allocate the appropriate amounts from the accounts described in Section 3.F.3.c. for the construction of the frontage

improvements within 90 days of the acceptance of such improvements and shall thereupon reimburse either the CFD or such other person or entity as may be responsible for the construction of such improvements.

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 successor 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 NCRSP, 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 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 percent (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 approved pursuant to the Specific Plan 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), 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

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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 Landscape Design Guidelines (adopted concurrently with the NCRSP) as such Guidelines read on the effective date of this Agreement, 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 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



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 NCRSP, 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 Initial 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 Landowners within the Plan Area, shall be maintained by the Landscape and Lighting District in accordance with the Landscape Design Guidelines, as such Guidelines read on the effective date of this Agreement.

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 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.I. [Section Reserved - Park and Ride not on Property]

3.J. [Section Reserved - Transportation System Management not applicable to Property]

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.L. [Section Reserved - Not removing rocks from Property]

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 levied 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 11, 12, 13, 22, 23, 29, 33, 36, 37, 45, and 46 until (i) the CFD has been formed, the special tax

levied, 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, 10, 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).

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 of 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 once 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 canceled pursuant to the provisions of this Agreement and the Adopting Ordinance, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building regulation adopted by City 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.

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:

John Mourier Construction, Inc.  
1830 Vernon St., Suite 9  
Roseville, CA 95678  
Attn: Daron Anderson

with a copy to:

David L. Robertson  
Trainor, Robertson, Smits, & Wade  
601 University Ave., Suite 265  
Sacramento, CA 95825-6706

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.

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 62 pages and eleven exhibits which constitute the entire understanding and agreement of the parties. Said exhibits are identified as follows:

- Exhibit A -- Property Description:
  - A-1 Legal Description of Diamond Oaks East
  - A-2 Diagram of Diamond Oaks East
- Exhibit B -- Schematic Development Plan
- Exhibit C -- Table of Land Uses
- Exhibit D -- [Exhibit Reserved]
- Exhibit E -- [Exhibit Reserved]
- 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 Transmission Line Improvements
- Exhibit K -- Northeast Roseville Specific Plan Schematic Development Plan
- Exhibit L -- Northwest Roseville Specific Plan Schematic Development Plan

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

LANDOWNER:

JOHN MOURIER CONSTRUCTION CO., INC., a  
California Corporation

By: *John Mourier*  
JOHN MOURIER  
President

CITY OF ROSEVILLE

By: *[Signature]*  
City Manager

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

ATTEST:

*[Signature]*  
City Clerk



STATE OF CALIFORNIA

COUNTY OF Placer

On June 21, 1990, before me, the undersigned notary public, personally appeared John L. Mourier, III,

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

to be the person who executed it as president on behalf of JOHN MOURIER CONSTRUCTION, INC., and acknowledged to me that he executed it.

Carla Thut  
NOTARY PUBLIC



STATE OF CALIFORNIA

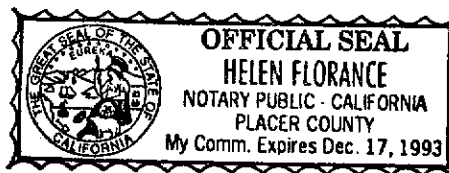
COUNTY OF Placer

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

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

to be the person who executed it as City Manager on behalf of THE CITY OF ROSEVILLE, and acknowledged to me that he executed it, and that the CITY OF ROSEVILLE executed it.

Helen Florance  
NOTARY PUBLIC



**ANDREGG, INC.**

SURVEYORS • ENGINEERS • PLANNERS

May 18, 1990

NORTH CENTRAL ROSEVILLE SPECIFIC PLAN  
 JOHN MOURIER PROPERTY  
 DIAMOND OAKS EAST

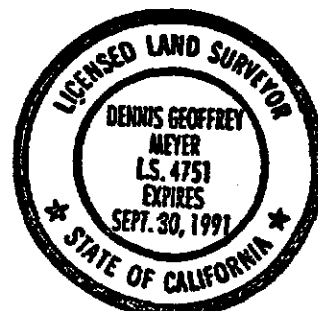
DESCRIPTION FOR APN 15-010-28

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

Beginning at a point on the South line of said Section 26 marked by a one and one-quarter inch diameter capped iron pipe stamped "LS 3404", and from said point the Southwest corner of Section 26 bears North 89°50'40" West for a distance of 1977.07 feet; thence from said point of beginning, leaving said South line and along the arc of a non-tangent curve to the left, concave Northwesterly, having a radius of 750.00 feet, a central angle of 23°39'42", a length of 309.73 feet and a chord bearing North 15°19'51" East for a distance of 307.53 feet to a point of reverse curvature; thence along the arc of a reverse curve to the right, concave Southeasterly, having a radius of 400.00 feet; a central angle of 37°32'23", a length of 262.08 feet and a chord bearing North 22°16'11" East for a distance of 257.41 feet; thence North for a distance of 609.17 feet; thence South 55°37'35" East for a distance of 1426.24 feet; thence South 00°02'35" East for a distance of 342.42 feet to a point on the South line of said Section 26; thence North 89°50'40" West along said South line for a distance of 1356.31 feet to the point of beginning.

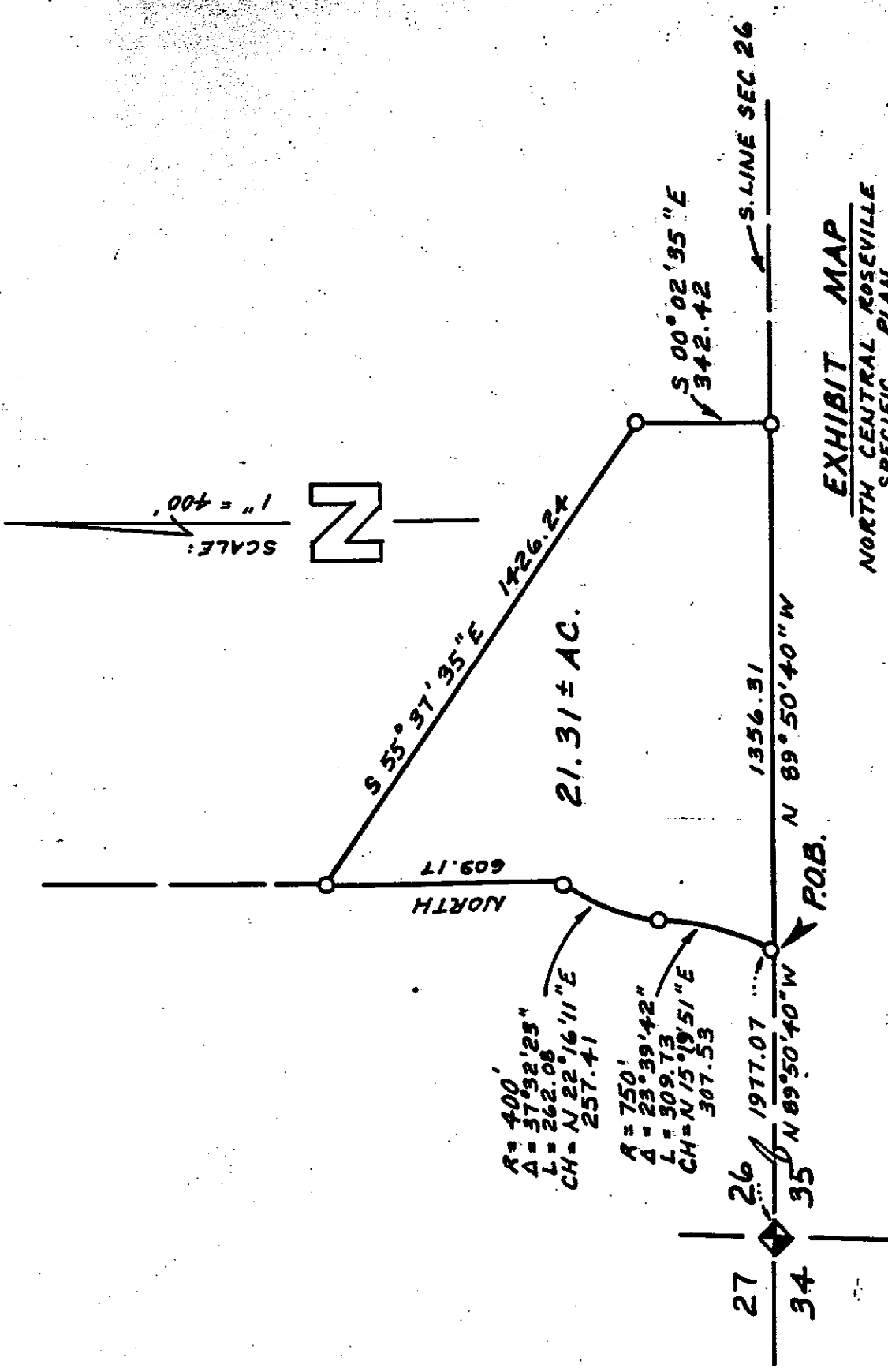
Containing 21.31 acres, more or less.

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, and was based on monuments found on the West line of the above described parcel of land.



67307

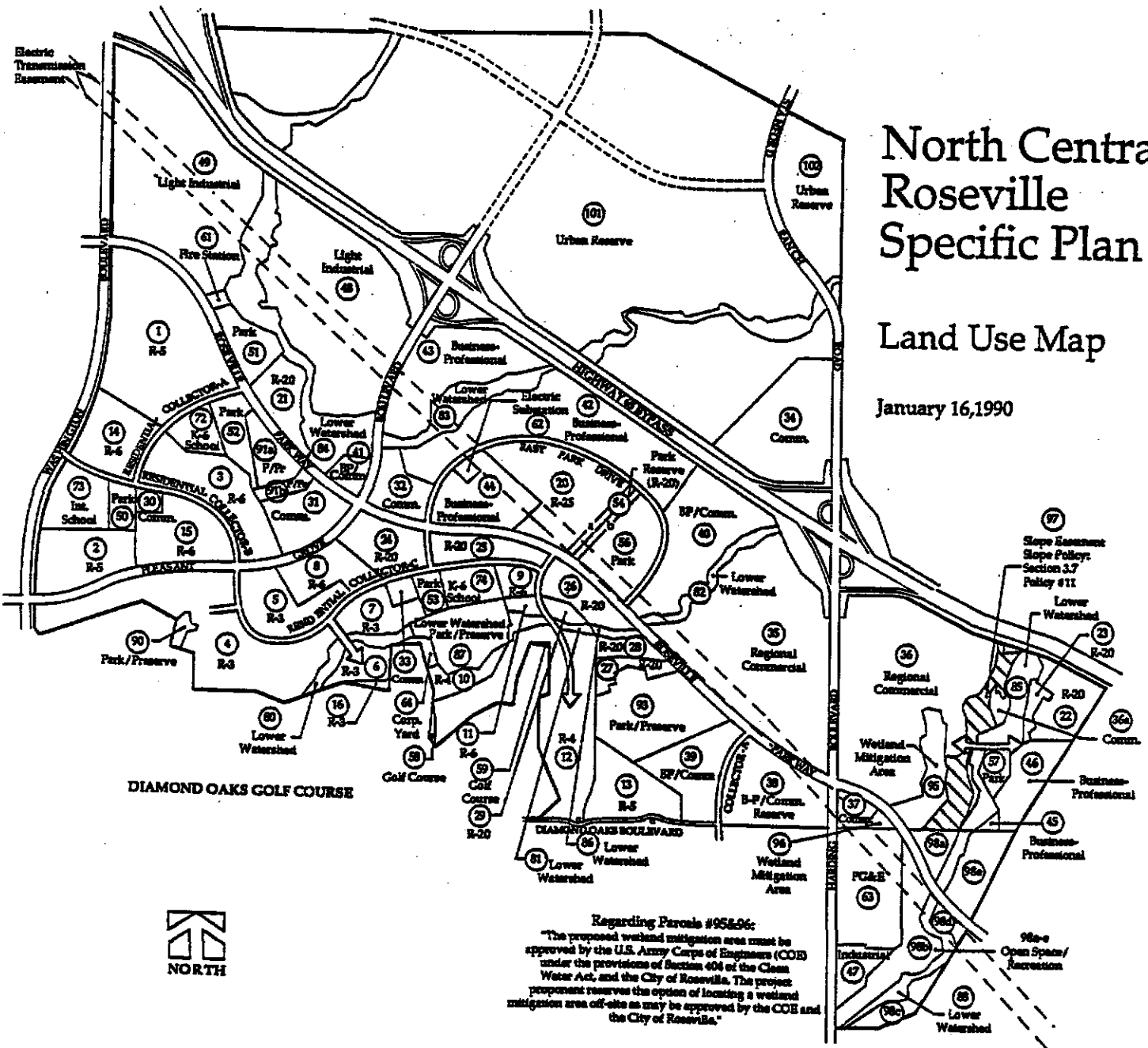
DIAGRAM OF DIAMOND OAKS EAST



**EXHIBIT MAP**  
 NORTH CENTRAL ROSEVILLE  
 SPECIFIC PLAN  
 JOHN MOURIER PROPERTY  
 DIAMOND OAKS EAST

POP. OF SEC. 26 T. 11 N. R. 06 E. M.D.M.  
 CITY OF ROSEVILLE, PLACER CO., CA.  
 MAY 1990

ANDREGG, INC.  
 AUBURN, CA. J/N 5754  
 JAM



# North Central Roseville Specific Plan

## Land Use Map

January 16, 1990

**Regarding Parcels #95&96:**  
 The proposed wetland mitigation area must be approved by the U.S. Army Corps of Engineers (COE) under the provisions of Section 404 of the Clean Water Act, and the City of Roseville. The project proponent reserves the option of locating a wetland mitigation area off-site as may be approved by the COE and the City of Roseville."

### EXHIBIT B Schematic Development Plan

EXHIBIT C

TABLE OF LAND USE

PARCEL	LAND USE	ACRES	DU
13	R - 5	21.31±	90

**EXHIBIT D**

**[Exhibit Reserved]**

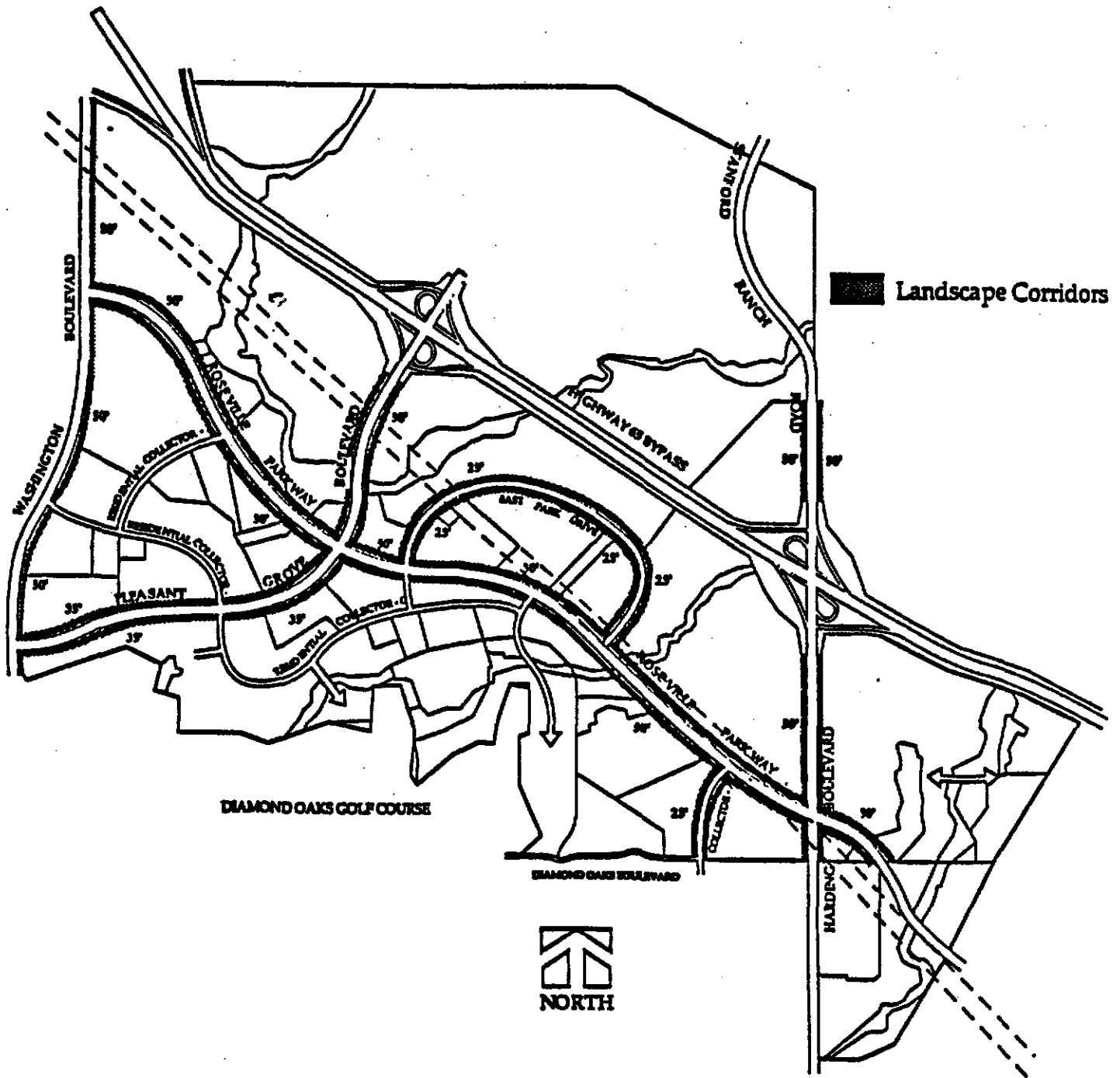
67307

0202 0000 0078 0088

63

**EXHIBIT E**

**[Exhibit Reserved]**



**EXHIBIT F**  
**Scenic Corridors**

0202 0000 0078 0090

07807

65

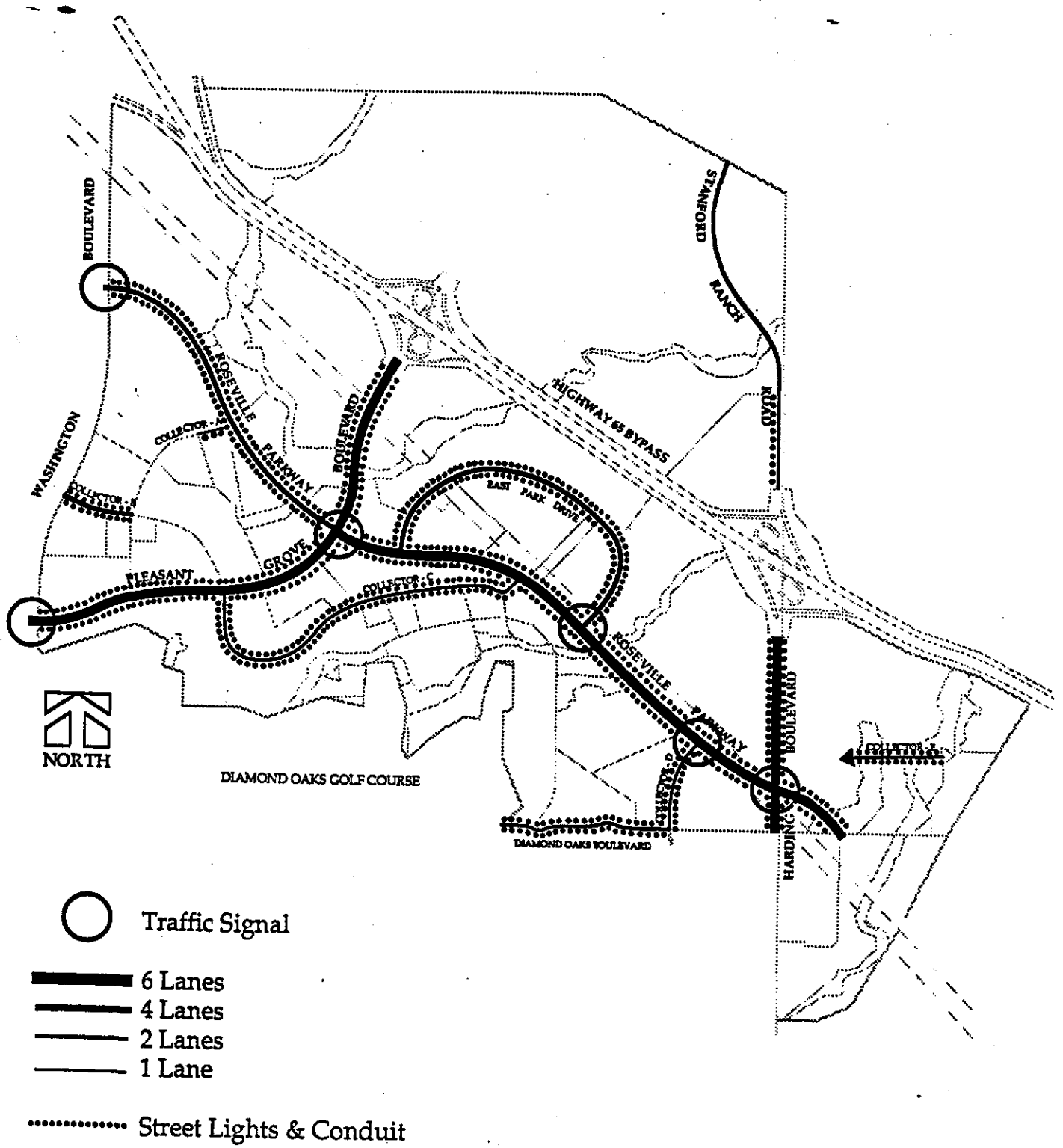
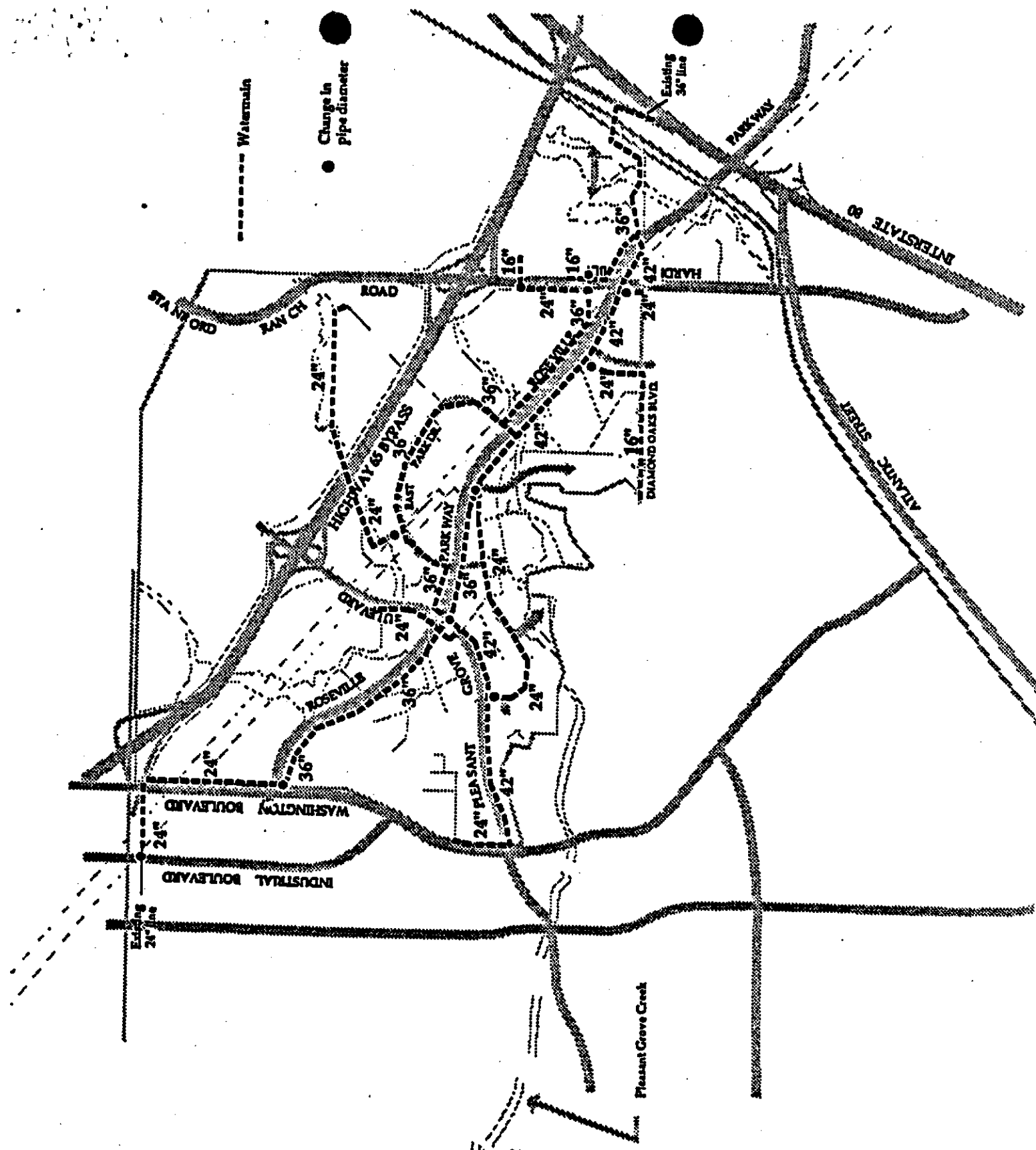


EXHIBIT G  
 CFD Circulation  
 Improvements

0202 0100 0070 0001

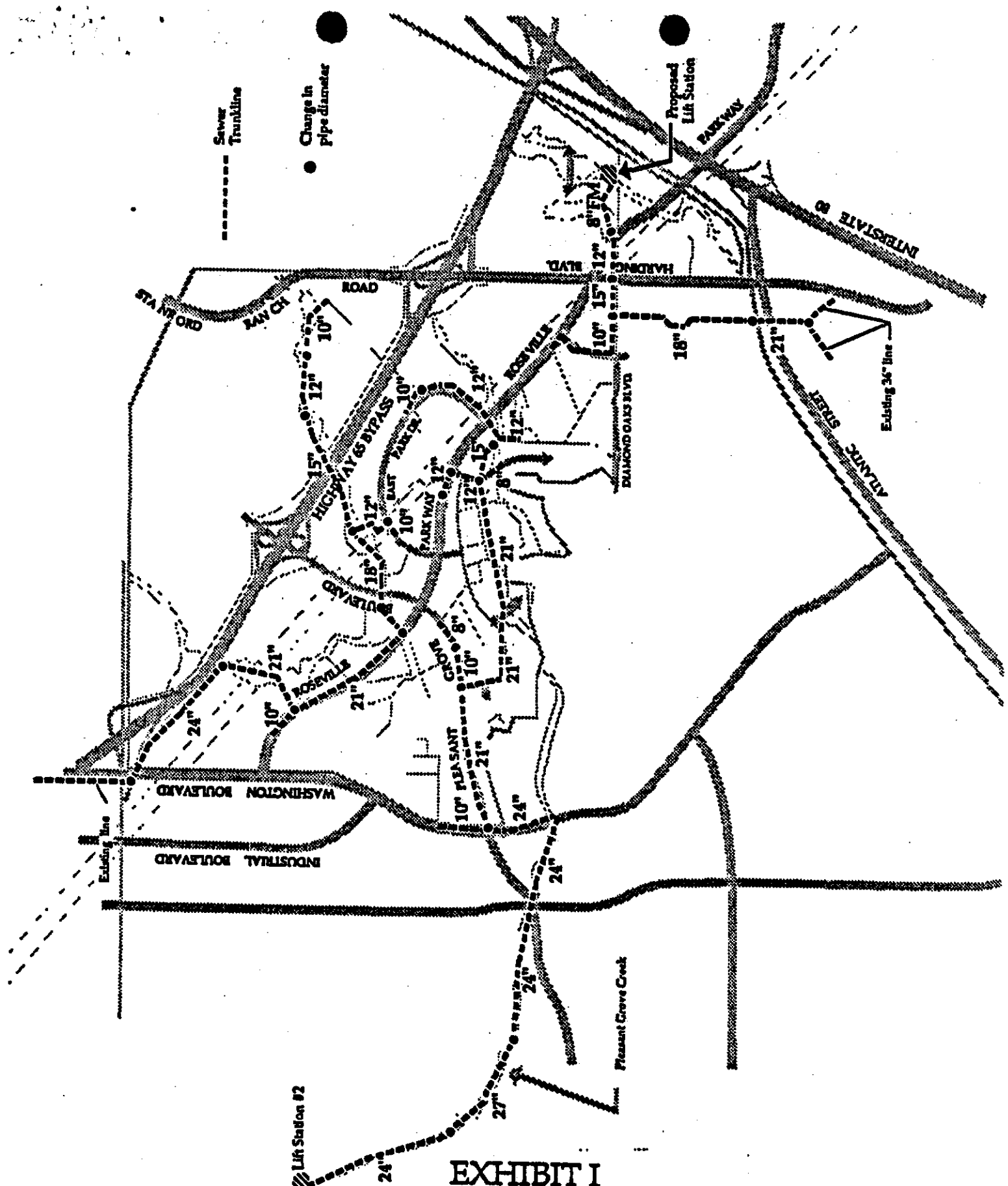
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**EXHIBIT H  
CFD Water Line  
Improvements**

0202 0000 0078 0092

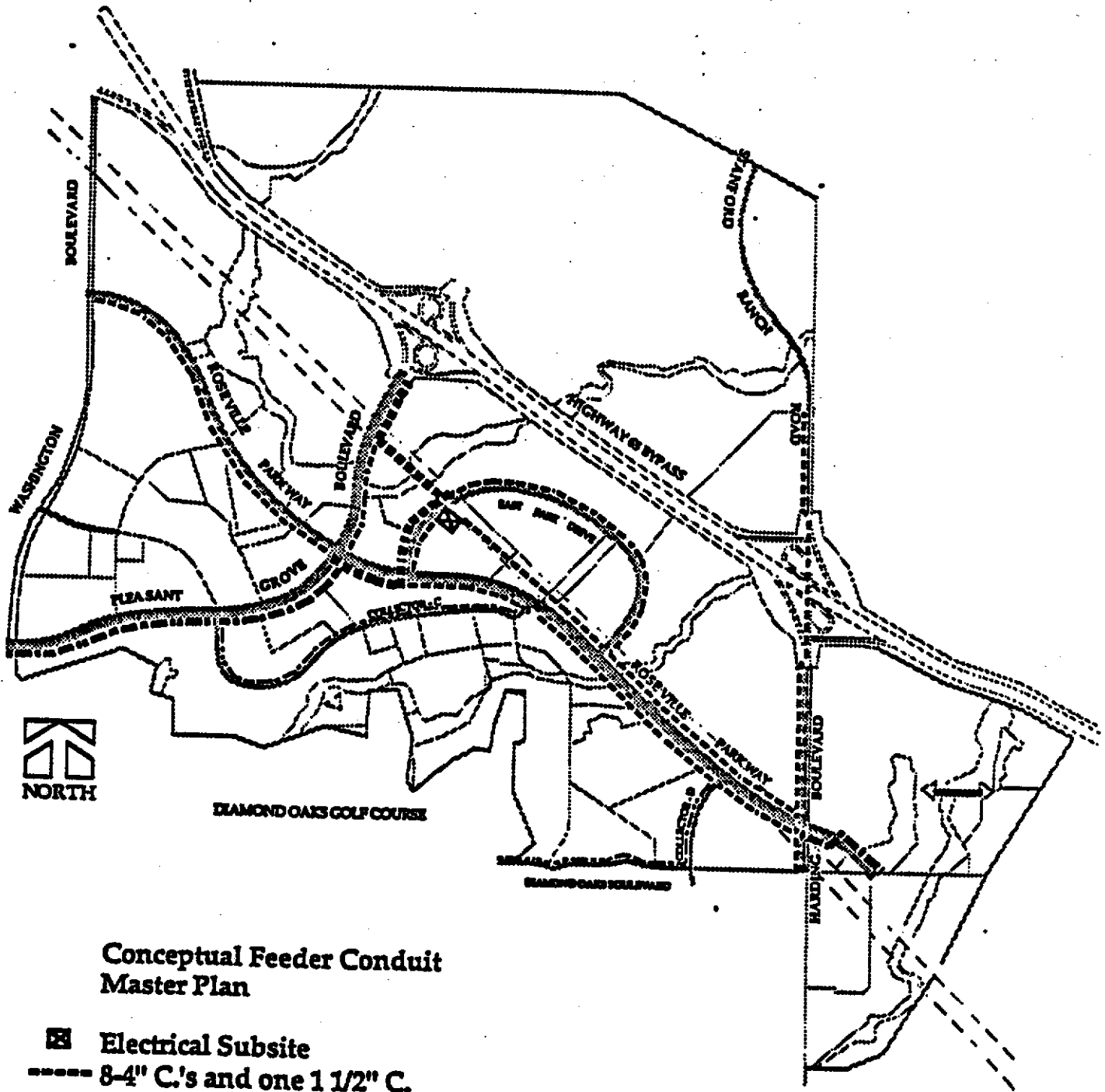
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**EXHIBIT I  
CFD Sewer Line  
Improvements**

0202 0000 0078 0033

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**Conceptual Feeder Conduit  
Master Plan**

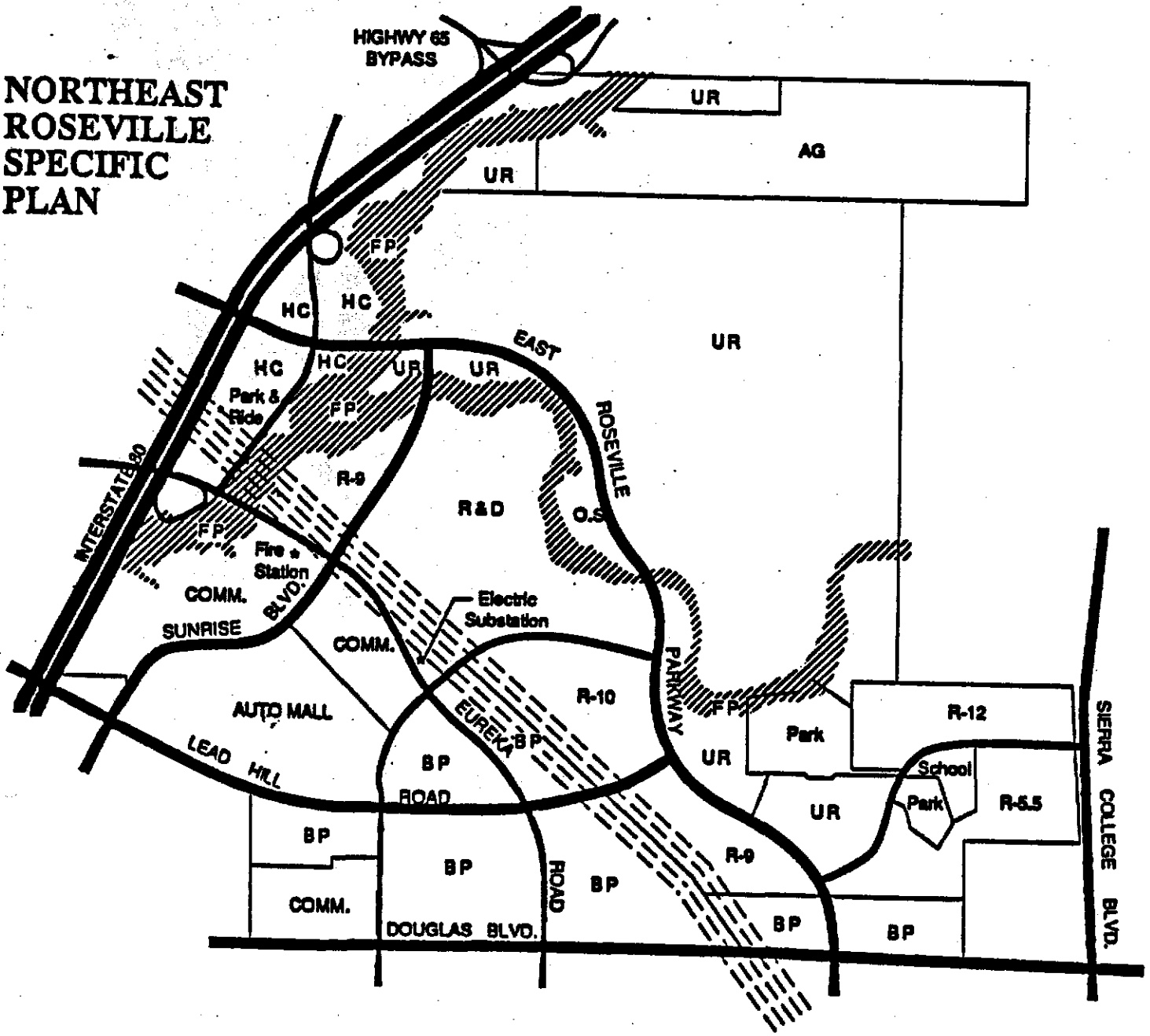
- ☒ Electrical Subsite
- 8-4" C.'s and one 1 1/2" C.
- 4-4" C.'s and one 1 1/2" C.
- 12-4" C.'s and one 1 1/2" C.
- 1-4" C.

**EXHIBIT J  
CFD Electrical  
Transmission Line  
Improvements**

67807

0202

**NORTHEAST  
ROSEVILLE  
SPECIFIC  
PLAN**



**EXHIBIT K  
Northeast Roseville  
Specific Plan**

0202 0000 0078 0095

67307

# NORTHWEST ROSEVILLE SPECIFIC PLAN

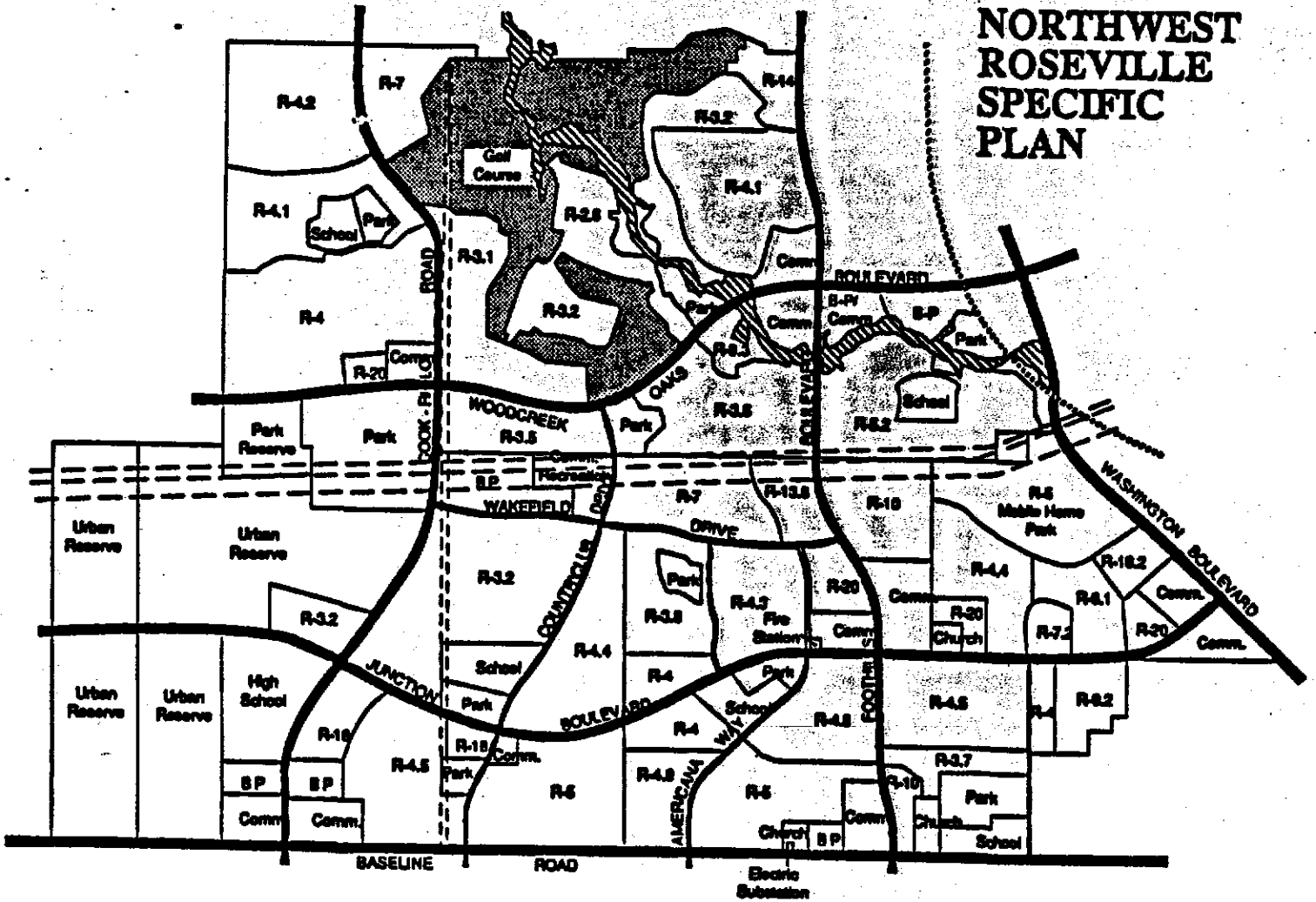


EXHIBIT L  
Northwest Roseville  
Specific Plan

ORDINANCE NO. 2337

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A DEVELOPMENT AGREEMENT WITH JOHN MOURIER  
CONSTRUCTION, 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 John Mourier Construction.

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 John Mourier Construction 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

