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 City of Roseville  
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**DEVELOPMENT AGREEMENT**  
**BY AND BETWEEN THE CITY OF ROSEVILLE**  
**AND GROVE COMMUNITIES, LLC**

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**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE  
AND GROVE COMMUNITIES, LLC  
RELATIVE TO THE PEARL CREEK APARTMENTS  
FILE # 2012 PL-029**

This Development Agreement is entered into this 19th day of June, 2013 ("Effective Date"), by and between the CITY OF ROSEVILLE, a municipal corporation, hereinafter "City," and GROVE COMMUNITIES, LLC, a Delaware limited liability company, a 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 (the "**Development Agreement Statute**"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement, establishing certain development rights in the property which is the subject of the development project application.

2. Property. The subject of this Agreement is the development of that certain real property, consisting of approximately 12.28 gross acres of land located in the City of Roseville, as described in Exhibit "A-1" and shown on Exhibit "A-2" (hereinafter the "**Property**"), attached hereto and incorporated herein by this reference. The **Property** is also referred to herein as the "**Project Site**".

3. Landowner. Grove Communities, LLC is a builder and developer of residential communities in Northern California. Landowner and City intend that this Agreement shall be binding on all persons or entities holding legal or equitable interest in the Property.

4. Environmental Documentation.

a. Environmental Impact Report. In 1990, the City Council certified an Environmental Impact Report for the North Central Roseville Specific Plan area (State Clearinghouse Number 88053010) ("**NCRSP EIR**"). The NCRSP EIR evaluated the potential environmental effects of future residential, commercial, business park and professional office, and research and development land uses in the NCRSP area. The NCRSP EIR determined that the development of the area, including the Property, would result in significant and unavoidable adverse impacts. A statement of overriding considerations was adopted.

b. On June 5, 2013, pursuant to CEQA and in accordance with the City's rules and policies and the recommendation of the Planning Commission for the City of Roseville (the "**Planning Commission**"), the City Council approved a Mitigated Negative Declaration for amendments to the General Plan and NCRSP,

a Rezone, a Design Review Permit and Tree Permit, and this Agreement. As required by CEQA, the City adopted written findings and a mitigation monitoring program (the “**Mitigation Monitoring Program**”) prior to approving the General Plan amendment, NCRSP amendment, the Rezone, the Design Review Permit, the Tree Permit, and this Agreement (the “**Project Approvals**”). Mitigation measures were included in the Project Mitigated Negative Declaration and are incorporated in the terms and conditions of this Agreement and Project Approvals.

5. Entitlements. The City Council has approved, or will approve concurrent with the approval of this Agreement, the following land use entitlements for the Property, which entitlements are also the subject of this Agreement:

- a. A General Plan Amendment (GPA-000063).
- b. An amendment to the North Central Roseville Specific Plan, as adopted by Resolution No. 13-213 changing the Specific Plan land use designation of the Property from Business Professional (“**BP**”) to High Density Residential (“**HDR**”) (SPA-000045).
- c. A Rezone (RZ-000060).
- d. A Tree Permit (TP-000126).
- e. A Design Review Permit (DRP-00430).
- f. This Development Agreement, as adopted by Ordinance No. 5194 (the “**Adopting Ordinance**”).
- g. The Project Findings and Mitigation Monitoring Program.

The approvals described above in this Recital are referred to herein as the “**Entitlements**.”

6. Subsequent Approvals. Landowner and City anticipate that subsequent approvals will be required or desired for the development of the Property in accordance with the Entitlements (such development is referred to herein as the “**Project**”), and that the City will issue such subsequent permits and approvals if in accordance with this Agreement, Entitlements, and applicable City standards, rules, regulations, and ordinances (including building codes). Such approvals may include the following:

- a. Grading plans;
- b. Improvement plans and agreements;
- c. Building permits;
- d. Certificates of occupancy.

The subsequent approvals described above in this Recital are referred to herein as the “**Subsequent Approvals.**”

7. Purpose. Development of the Property in accordance with the Entitlements and this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the City of Roseville General Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, the rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications applicable to the development of the Property shall be as set forth in the Entitlements as of the date hereof.

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

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

10. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services to assure that Landowner may proceed with 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 of the entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide the facilities and services necessary for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

11. Hearing. On May 9, 2013, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

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

13. Consistency with General Plan and NCRSP. 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 the NCRSP.

14. Prior Development Agreement. Landowner's predecessor-in-interest, and the City had previously entered into a development agreement related to the development of the portion of the Property within the City (the "**Prior Development Agreement**"). The parties intend and agree hereby that the Prior Development Agreement has/have expired and/or are repealed concurrent with the approval of this Agreement.

## I. AGREEMENT

### SECTION 1: GENERAL PROVISIONS

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

1.2 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 and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to, GROVE COMMUNITIES, LLC and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner.

#### 1.3 Term.

1.3.1 Commencement; Recordation; Expiration. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and shall extend for a period of twenty (20) years, 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.

1.4 Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of City and Landowner in accordance with the provisions of the Development Agreement Ordinance. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval of any minor modifications to the Entitlements consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective. If Landowner proposes an amendment to the Entitlements, and the Planning Director, Planning Commission or City Council, as applicable, approves the proposed amendment to the Entitlements on terms acceptable to Landowner, this Agreement is automatically amended to incorporate the approved amendment to the Entitlements upon written request of Landowner and the written determination of Planning Director that the amendment is otherwise consistent with the terms of this Agreement.

1.5 Recordation. The City shall cause this Agreement, any amendment hereto and any termination thereof, to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of the Agreement, amendment or termination becoming effective, as applicable. Any amendment to the Agreement that affects less than all the Property shall describe the portion thereof that is subject to the Amendment.

## SECTION 2: DEVELOPMENT OF THE PROPERTY

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

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements.

Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. Landowner's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the use, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

### 2.3 Rules, Ordinances, Regulations and Official Policies.

2.3.1 Inconsistency. To the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land under the Entitlements as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land under the Entitlements or under any other terms of this Agreement, such rules, ordinances, regulations or policies shall be applicable. Without limiting the foregoing, any future City Law shall be deemed to conflict with Entitlements or this Agreement or reduce the development rights provided hereby if it would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which applies to or affects the Project:

- a) Change any land use designation or permitted use of the Project Site;

- b) Limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities except as authorized by Section 4.5.5;
- c) Limit or control the location, setback or height of buildings and structures or the density of development of the Project in a manner that is inconsistent with or more restrictive than the limitations included in the Entitlements;
- d) Limit or control the rate, timing, phasing or sequencing of the development or construction of all or any part of the Project in any manner;
- e) Apply to the Project any City Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis or to all substantially similar types of development projects and project sites or to properties which are uniformly applied to all properties which are similarly situated;

2.3.2 Landowner's Right to Rebuild. City agrees that Landowner may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the Property become functionally outdated, within Landowner's sole discretion, due to changes in technology. Any such renovation or rebuilding shall be subject to the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land vested by this Agreement, and shall comply with the Entitlements, the building codes existing at the time of such rebuilding or reconstruction, and any applicable requirements of CEQA.

2.3.3 Application of Changes. This Subsection 2.3 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, delay or preclude compliance with one or more provisions of this Agreement, City and Landowner shall take such action as may be required pursuant to Subsection 4.2 of this Agreement to comply therewith.

2.3.4 Authority of City. This Subsection 2.3 shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by City or any of its officers or officials, provided that subsequent discretionary actions shall not prevent or delay development of the Property for the uses and to the density and intensity of development as provided by the Entitlements and this Agreement, in effect as of the Effective Date of this Agreement.

## 2.4 City Fees, Charges, Taxes and Assessments.

2.4.1 Processing Fees and Charges. Landowner shall pay those processing, inspection and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions

with respect thereto or any performance required of Landowner hereunder.

## 2.5 Timing of Project Construction and Completion.

2.5.1 Project Phasing. The timing or demand rate of development shall be subject to City approval.

2.5.2 Landowner Discretion. City shall allow Landowner to develop the Property as contemplated in the Entitlements in accordance with Landowner's own time schedule as such schedule may exist from time to time, and City shall allow Landowner to determine which part of the Property to develop first, and at Landowner's chosen schedule. City shall not require Landowner to begin or complete any phase of the Project within any time period, except as may be required in the Entitlements or City ordinances, including building codes. City and Landowner note that the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, and City and Landowner choose to avoid that result by acknowledging that Landowner shall have the right to develop the Project in such order and at such rate and at such times as Landowner deems appropriate within the exercise of its subjective business judgment.

2.6 Wetlands and Endangered Species. Prior to initiation of grading of any areas denoted as wetlands on that certain Nation Wide Permit 26 (NWP 26) dated September 15, 1997 (Regulatory Branch Number 199700413), Landowner shall provide written documentation to the City that the Landowner has obtain current authorization to fill wetlands from the Army Corps of Engineers. This authorization shall include consultation as may be required by the Federal Endangered Species Act and that all required mitigation has been accepted and/or approved by the Corps.

## SECTION 3: LANDOWNER OBLIGATIONS

3.1 Development, Connection and Mitigation Fees. Except as otherwise provided herein, any and all required payments of development, connection or mitigation fees by Landowner shall be made at the time and in the amount specified by then applicable City ordinances, either in effect as of the date of this Agreement subject to adjustment, or as may subsequently be adopted, and which apply to similarly zoned properties. Wherever this Agreement obligates "Landowner" to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a public financing mechanism, subject to and in accordance with the provisions thereof.

3.2 School Impact Fees. Landowner shall pay the school impact fees to the Roseville City School District and the Roseville Joint Union High School District in accordance with and pursuant to California Government Code Sections 53080 and 65995.1. City agrees that so long as Landowner pays such statutory fees to the school districts, City shall not refrain from approving entitlements for the Property or from issuing any building permits for development thereof consistent with the Entitlements on the basis of adverse impacts of such development on school facilities. Landowner agrees that a failure to pay such fees shall also constitute a default under this Agreement with the City.

### 3.3 Utilities.

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

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

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

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

3.3.5 Water Conservation Measures. Landowner and its successors shall implement a Water Conservation Plan, which shall be submitted as part of the construction plan submittals. The Water Conservation Plan shall include compliance with the City's Water Efficient Landscape Ordinance and outline all water conservation measures being implemented within the Project and measures to ensure water conservation objectives are achieved in perpetuity and shall be approved, at the discretion of, the Environmental Utilities Director prior to issuance of the first building permit. Such water conservation measures shall include, but are not limited to, Smart Timers, re-circulating hot water systems, and turf limitations. Modifications to the Water Conservation Plan as approved by the Environmental Utilities Director shall not require an amendment to this Agreement.

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

### 3.4 Miscellaneous Public Facilities and Services.

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

3.4.2 North Central Community Facilities District #1 (CFD #1). The Property is subject to special taxes imposed pursuant to North Central CFD#1.

3.4.3 County-Wide Facilities Fee. Landowner shall pay the county-wide facilities impact fee adopted by the City, in the amount then being assessed by the City. Such fee shall be paid upon the issuance of each building permit within the Property.

3.4.4 Continued Participation in Services and Maintenance Districts. Landowner shall fulfill its obligations with respect to any service or maintenance district applicable to the Property.

3.4.5 Municipal Services District #3 (Muni CFD). The subject property shall be annexed into the existing Community Facilities District #3 (also known as Municipal Services District #3 or Muni CFD). This property is being added into Muni CFD in order to provide the funds required to offset the property's impact on City general fund resources available to pay for municipal services citywide, including the project area. The Landowner hereby consents to such annexation. It is the Landowner's responsibility to cooperate with the City's Finance Department in preparing the appropriate documentation for the annexation of this property into the Muni CFD. In order to allow the Muni CFD annexation to be in place at the beginning of the Levy cycle, the documentation shall be provided to the Finance Department by Landowner not later than March 15 of the year preceding the Levy cycle in which the Muni CFD annexation will become effective. Such appropriate documentation shall be provided to the City's Finance Department prior to obtaining a certificate of occupancy for the Project.

3.4.6 Parks and Open Space Fees. Landowner shall pay development and in-lieu (for the land component) fees to City for city-wide and neighborhood parkland and in-lieu fees for open space. Such fees shall be applied by City to construction of new park amenities in an existing or undeveloped park, refurbishment of park improvements at an existing park, open space frontage improvements, trail improvements and/or park frontage improvements.

Landowner agrees to pay park development and in-lieu fees as specified below and such fees shall be paid by Landowner when obtaining a building permit.

Fees for Neighborhood Parkland: Payment of park development fees for neighborhood development is based on the number of dwelling units times \$855. The fees will be applied as described above. Additionally, a neighborhood park in-lieu fee for the land component is based on \$135,000/acre times 1.7 acres. This shall also be applied toward the improvements within the NCRSP Plan Area as described above. These fees shall be adjusted by the City, from the effective date of this Agreement to the date of commencement of the construction of project until the project is deemed fully complete, based on the percentage change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index as determined by City, hereinafter, the "ENR Construction Cost Index").

### Neighborhood Park Fees

	Fees to be applied per Dwelling Unit plus CCI Adjustment(s)
Park development	\$855
In-Lieu land component	\$1,024.55

Fees for City-wide Parkland: Payment of city-wide park development and in-lieu fees for the land component of city-wide parkland shall be consistent with City's city-wide park development fee of \$1,750 per dwelling unit together with an in-lieu fee for the land component assessed at 1.7 acre requirement at \$135,000/acre or \$1,024.55 per dwelling unit. These fees will also be adjusted by the City, from the effective date of this Agreement to the date of commencement of the construction until the project is deemed fully complete, based on the percentage change in the Engineering News record, Construction Cost Index for the United States, 20-city average (or comparable replacement index as determined by City, hereinafter, the "ENR Construction Cost Index")

### City-Wide Park Fees

	Fees to be applied per Dwelling Unit plus CCI Adjustment(s)
Park development	\$1,750.00
In-Lieu land component	\$1,024.55

In-lieu Fees for Open Space Dedication: Payment of in-lieu fees for open space land shall be based on a 1.7 acre requirement at \$27,000/acre – which equals \$204.91 per dwelling unit. These fees will also be adjusted by the City, from the effective date of this Agreement to the date of commencement of the construction until the project is deemed fully complete, based on the percentage change in the Engineering News record, Construction Cost Index for the United States, 20-city average (or comparable replacement index as determined by City, hereinafter, the "ENR Construction Cost Index")

#### 3.4.6.1 Adjacent park and open space.

- a. Direct access to the future park and open space shall be provided through a single complex-wide access gate with a Project resident only combination and access key.
- b. All drainage and added run-off generated by the development of this project shall be collected and dispersed prior to entering the

future park site. All grading shall occur on the project (no over-grading on to the future park site or open space).

- c. All fencing and gates along the park and open space property line shall be the responsibility of the Landowner, including maintenance.

3.5 Affordable Housing. Twenty-three (23) residential units shall be offered subject to the following affordability requirements. Fourteen (14) units shall be affordable at 80% of median income (low income), and nine (9) units shall be affordable at 50% of median income (very low income). The particular requirements for each unit, including calculation of median income and resulting rents shall be set forth in a separate affordable housing agreement, to be recorded prior to the issuance of the first building permit.

3.5.1 Affordable Rental Housing Agreement. The Landowner shall enter into and the City Council shall approve an Affordable Rental Housing Agreement before building permits are issued for the multi-family parcel, which will identify current income limits and rental rates for the affordable units.

3.5.2 No In-Lieu Fee. No in-lieu fees for the affordable units will be accepted.

3.5.3 No City Subsidy. No City subsidies will be required/requested due to the rezone for the affordable housing units. However, development fee deferral and financing program can be offered through the Economic Development Division as a result of providing affordable housing.

3.6 Fee Reductions or Credits. The parties intend that the fees described in Subsections 3.1 through 3.4 are in lieu of any exactions, taxes or assessments generally intended to address similar uses or purposes, and that Landowner shall not be required to pay two times for any such exaction, fee or assessment. Accordingly, the fees described in Subsections 3.1 through 3.4 shall be subject to reductions/credits in an amount equal to Landowner's actual cost of complying with any such lawfully imposed exaction, tax, or assessment intended to address similar uses or purposes, whether imposed on the Project, the Property, the Project Approvals or the Subsequent Approvals. Prior to payment of fees, the Landowner shall make a written request to City for any reduction/credit. Upon receipt of the written request, City and Landowner shall meet, in good faith, to determine the appropriate reduction/credit. The final determination of the amount of the reduction/credit shall be made by the City.

3.7 Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as approved by the City or provided for by this Agreement, all property to be conveyed in fee to the City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments, provided the City's interest shall be subject to the application of the Project CC&Rs to the extent the conditions, covenants and restrictions thereof implement the provisions of the Community Design Guidelines, the North Central Roseville Specific Plan or this Agreement with respect to such interest.

Landowner shall, for each such conveyance, provide to City at Landowner's expense a current preliminary title report. Any policy of title insurance required by City shall be at City's

expense.

3.8 Mitigation Measures. Notwithstanding any other provision in this Agreement to the contrary, as and when Landowner elects to develop the Property, Landowner shall be bound by, and shall perform, all mitigation measures contained in the Project Mitigated Negative Declaration related to such development which are adopted by the City and are identified in the Mitigation Monitoring Program or the Project Mitigated Negative Declaration as being a responsibility of Landowner.

3.9 Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner, on behalf of itself and its heirs, successors in interests and assigns, waives any and all causes of action which it might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or undercompensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City. Landowner hereby waives any claims, suits, or actions against City on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.*

3.10 Public Financing of Improvements. Landowner does not currently intend to request the City to form a community facilities district or other such public financing mechanism for the purposes of financing any public improvements required to be financed by Landowner hereunder. However, upon the request of Landowner, City shall cooperate with Landowner to assist with the formation and funding of any such financing mechanism, subject to Landowner's satisfaction of the City's standard formation and underwriting requirements therefor.

3.11 Completion of Improvements. City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits. However, the parties hereto acknowledge that all of the public improvements associated with the development of the Property (or as otherwise required herein) may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all improvements required to service such portion of the Property in accordance with the terms of this Agreement and the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property. Provided, however, the City Engineer may approve the issuance of building permits prior to completion of all of such public improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the City Engineer.

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

3.12 Design of Improvements. Development of the Property shall comply with the

applicable provisions of the Zoning Ordinance, Community Design Guidelines and the North Central Roseville Specific Plan.

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

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

3.15 Landfill. Landowner shall comply with California Code of Regulations Title 27 to mitigate/address for residential buildings within 1000 feet of the boundary of a landfill. Applicant will be required to hire an engineering consultant to design measures for compliance with City, County, and California Code of Regulations Title 27 requirements prior to issuance of improvement plans and building permits.

3.16 Public Benefit Fee. A public benefit fee of \$840 per unit to offset the draw on the general fund of changing the land use from BP to HDR as illustrated in the fiscal analysis shall be paid prior to the issuance of building permits.

3.17 Citywide Public Facility Fee. The Landowner shall pay any city-wide public facility fee in effect at the time of the issuance of building permits.

3.18 Tenant Disclosures. Landowner will make the following disclosures in writing to tenants:

3.18.1 Primary purpose of garages is parking. Ancillary storage use shall not displace parking spaces.

3.18.2 Provide for notice to residents regarding the adjacent railroad (noise) and closed landfill.

3.19 Transportation.

3.19.1 Prior to issuance of the first building permit, Landowner shall pay a lump sum payment of \$1,500 for their fair share on a city-wide basis of the Long Range Master Transit Plan (LRMTP), the Short Range Transit Plan, and Bikeway Master Plan.

3.19.2 The Landowner shall provide to each new resident educational and marketing materials for alternative modes of transportation. To implement this requirement, the landowner will periodically contact (at least annually commencing from the Effective Date) the Alternative Transportation Division to obtain current City prepared and produced information

3.19.3 The Landowner shall own the transit improvements installed on Antelope

Creek Drive and shall be solely responsible for the maintenance and/or repair of the transit pad and related improvements in accordance with City standards. Landowner shall be responsible for replacement of the transit stop improvements.

#### **SECTION 4: CITY OBLIGATIONS**

4.1 Processing Applications for Subsequent Approvals. By approving the Entitlements, City has determined that the Project is in the best interests of the public health, safety and general welfare. The Subsequent Approvals shall be issued by City so long as they comply with this Agreement and applicable law and are consistent with the Entitlements as set forth above.

4.2 City Cooperation. The City agrees to cooperate with Landowner in securing all permits which may be required by City. With respect to any permit which calls for City approval, such approval shall not be unreasonably withheld. In the event State or Federal laws or regulations enacted after this Agreement has been executed, or action of any governmental jurisdiction, prevent, delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agreement or approved plans.

4.3 No Credits or Reimbursements. Landowner will not be financing construction of any creditable or reimbursable public improvements (except through its payment of fees) and, therefore City shall have no obligation to give any credits against fees or provide any reimbursements to Landowner in connection with Landowner's development of the Property, except as set forth in Section 3.3 and 3.5.

#### 4.4 Applications for Permits and Entitlements.

4.4.1 Action by City. City agrees that it will accept, in good faith, for processing review and action, all applications for Subsequent Approvals, development permits or other entitlements for use of the Property in accordance with the Entitlements and this Agreement, and shall act upon such applications in a timely manner so as not to unduly delay or prevent development of the Project as set forth in the Entitlements.

4.4.2 Other Government Permits. At Landowner's sole discretion and in accordance with Landowner's construction schedule, Landowner shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Property. City shall cooperate with Landowner in its efforts to obtain such permits and approvals and shall consider, from time to time at the request of Landowner, entering into binding agreements with any such entity as may be necessary to ensure the timely availability of such permits and approvals.

4.4.3 Permits. Provided that Landowner is not in default under this Agreement, City shall not refrain from issuing building permits, certificates of occupancy or final inspections for development of the Property that is consistent with the Entitlements. The acceptance, review

and approval of any application for a building permit may be conditioned upon the completion or provision of adequate security for the completion or funding of Landowner's share of improvements hereunder.

In accordance with Government Code §66452.6(a)(1), the term of any subdivision map or any other map, shall automatically be extended for the longer of the duration of this Agreement (including any extensions) or the term otherwise applicable to such map. The term of this Agreement and any subdivision map shall not include any period of time during which a development moratorium (including, but not limited to, a water or sewer moratorium or water and sewer moratorium) is pending.

4.4.4 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.

4.4.5 No Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent initiatives, referenda, City resolutions, ordinances and initiatives ("City Law") that directly or indirectly limit the rate, timing or sequencing of development or prevent or conflict with the permitted uses, density and intensity of uses or the maximum building heights and sizes as set forth in the Entitlements. Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, city-wide or area-wide basis and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by said public health or safety issue. City shall use its best efforts and due diligence to obtain the permits, approvals and financing necessary for such facilities and to design and complete the facilities on a timely basis.

By way of example only, an ordinance which precluded the issuance of a building permit because City had inadequate sewage transmission capacity to meet the demand therefor (either city-wide or in a designated sub-area of the City) would directly concern a public health issue under the terms of this paragraph and would support a denial of a building permit within the Property, so long as City were also denying city-wide or area-wide all other requests for building permits which require sewage transmission capacity and City was using its best efforts to resolve such capacity problem. However, an attempt to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not directly concern a public health or safety issue under the terms of this paragraph.

4.5 Protection of Agreement. To the maximum extent permitted by law, City shall prevent any City Law from invalidating or prevailing over all or any part of this Agreement, and City shall cooperate with Landowner and shall undertake such actions as may be necessary to

ensure this Agreement remains in full force and effect. City shall not support, adopt or enact any City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement, the Project Approvals or the Subsequent Approvals.

## **SECTION 5: DEFAULT, REMEDIES, TERMINATION**

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

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

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

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1. If either party determines that the other party is in default following the completion of the normally scheduled periodic review, said party may give written notice of default of this Agreement as set forth in this Section 5, specifying in said notice the alleged nature of the default, and potential actions to cure said default and shall specify a reasonable period of time in which such default is to be cured. If the alleged default is not cured within thirty (30) days or within such longer period specified in the notice, or if the defaulting party waives its right to cure such alleged default, the other party may terminate this Agreement.

No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

5.2 Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Landowner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code of the State of California. 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 termination of this Agreement. A finding by City of good faith compliance by Landowner with the terms of the Agreement shall be conclusive with respect to the performance of Landowner during the period preceding the review. Landowner shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review, the payment of which shall be due within thirty (30) days after conclusion of the review and receipt from the City of the bill for such costs.

Upon not less than thirty (30) days written notice by the 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.

In the same manner prescribed in Section 10, the City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission.

If City takes no action within thirty (30) days following the hearing required under Roseville Municipal Code Section 19.94.080, or any successor thereof or amendment thereto, Landowner shall be deemed to have complied in good faith with the provisions of the Agreement.

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

5.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. The sole remedy of City for any default of this Agreement by Landowner shall be to terminate this Agreement and the vesting of the Entitlements hereunder and to cease approving requests for development of the Property. Notwithstanding the preceding sentence, Landowner waives any and all claims for monetary damages for any breach committed by the City. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or in the Federal District Court in the Eastern District of California.

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit

issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

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

#### **SECTION 6: HOLD HARMLESS AGREEMENT**

Landowner and its successors-in-interest and assigns, hereby agrees to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Landowner, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner or Landowner's contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Landowner agrees to and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefor.

#### **SECTION 7: PROJECT AS A PRIVATE UNDERTAKING**

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

#### **SECTION 8: COOPERATION IN THE EVENT OF LEGAL CHALLENGE**

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

## SECTION 9: GENERAL

9.1 Enforceability. The City agrees that unless this Agreement is amended or terminated 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 the general plan or any applicable zoning ordinance, subdivision ordinance or building regulation adopted by City, or by initiative, which changes, alters or amends the rules, regulations and policies applicable to the development of the Property at the time of approval of this Agreement, as provided by Government Code Section 65866.

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

9.3 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of 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.

9.4 Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party hereto of an essential benefit of its bargain hereunder, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

9.5 Construction. This Agreement shall be subject to and construed in accordance and harmony with the Roseville Municipal Code, as it may be amended, provided that such amendments do not affect the rights granted to the parties by this Agreement.

9.6 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

9.7 Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Landowner.

## 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  
311 Vernon Street  
Roseville, CA 95678

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

Grove Communities LLC  
Attn: Robert Walter  
433 California Street  
San Francisco, CA 94104

And

Grove Communities LLC  
c/o Cresliegh Homes  
1031 Junction Boulevard, Suite 804  
Roseville, CA 95678

With a copy to:

Abbott & Kindermann, LLP  
2100 21<sup>st</sup> Street  
Sacramento, CA 95818

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.

## II. ASSIGNMENT

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


Landowner shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee. No breach or default hereunder by any person succeeding to any portion of Landowner's obligations under this Agreement shall be attributed to Landowner, nor may Landowner's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

### III. FORM OF AGREEMENT, EXHIBITS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement consists of 21 pages and 3 ( ) exhibits, which constitute the entire understanding and agreement of the parties.

Approved this 19th day of June, 2013, by the City Council of the City of Roseville.


**CITY OF ROSEVILLE,**  
a municipal corporation:

By:   
Ray Kerridge  
City Manager


**GROVE COMMUNITIES LLC, a**  
Delaware limited liability company:

By:   
Name: Robert Walter  
Its Managing Member

ATTEST:

By:   
Sonia Orozco  
City Clerk

APPROVED AS TO FORM

By:   
for Brita J. Bayless  
City Attorney

STATE OF CALIFORNIA            )  
  :    ss.  
COUNTY OF PLACER            )

On June 20, 2013, before me, Judy Moore, Notary Public, personally appeared Ray Kerridge; who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of the which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Judy Moore  
Notary Public in and for said State



Document: Development Agreement by and between  
the City of Roseville and Grove Communities, LLC

STATE OF CALIFORNIA            )  
  : ss.  
COUNTY OF PLACER            )

On June 17, 2013, before me, Judy Moore, Notary Public, personally appeared Robert Walter, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of the which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Judy Moore  
Notary Public in and for said State



Document: Development Agreement by and between  
the City of Roseville and Grove Communities, LLC

## LIST OF EXHIBITS

- Exhibit A-- Property Description
  - A-1 -- Legal Description of the Property
  - A-2 -- Diagram of the Property
- Exhibit B -- Form of Assignment

**Exhibit "A-1"**

REAL PROPERTY IN THE CITY OF ROSEVILLE, COUNTY OF PLACER,  
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

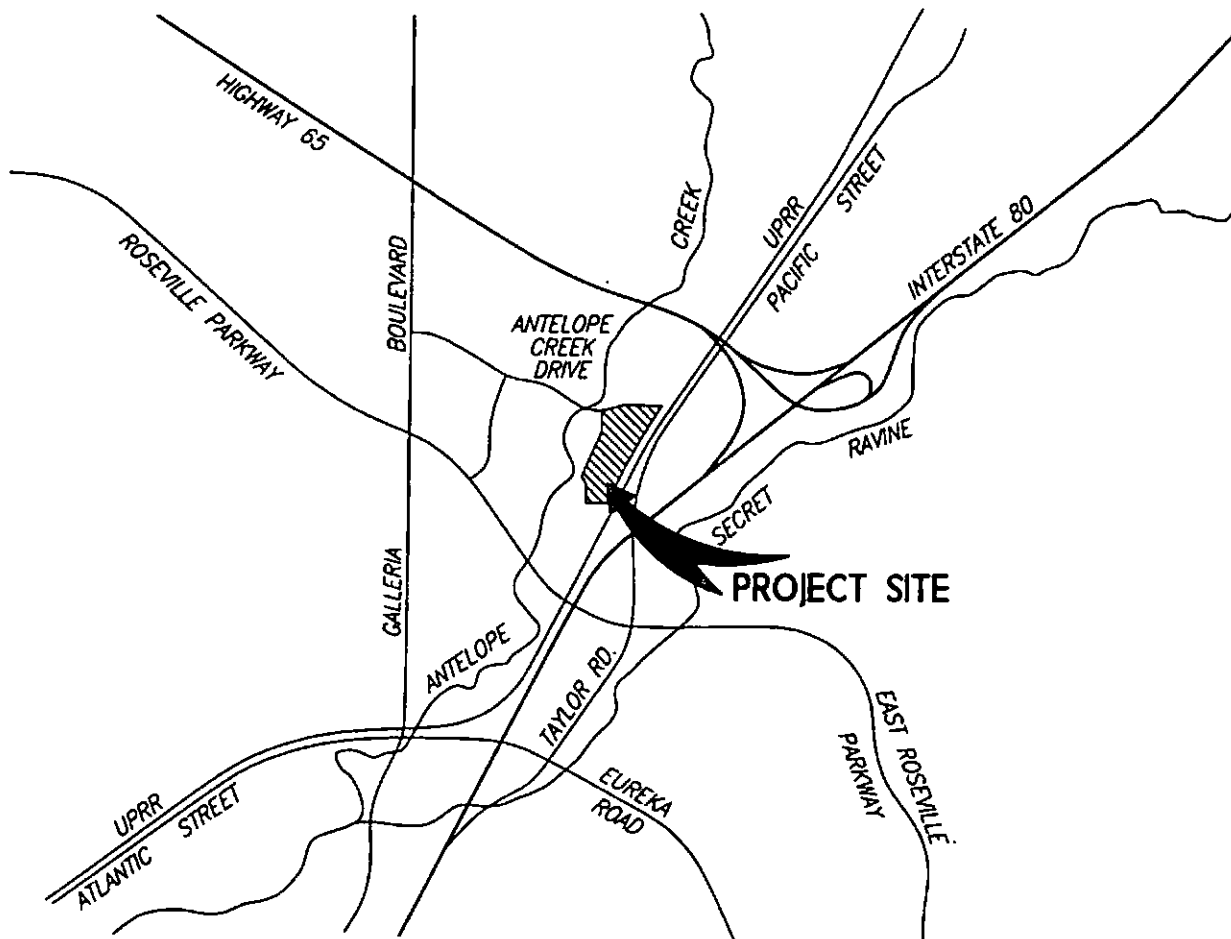
PARCEL 46, AS SHOWN ON THE PARCEL MAP RECORDED FEBRUARY 28,  
1995 IN BOOK 28 OF PARCEL MAPS, AT PAGE 50, PLACER COUNTY  
RECORDS.

###

Murray Smith & Associates  
Engineering Inc.

February 28, 2013  
11-017

# EXHIBIT 'A-2'



CALC:

DRN:

CKD:

APRVD:

VICINITY MAP  
PEARL CREEK  
CITY OF ROSEVILLE

**MSA ENGINEERING, INC.**  
ROSEVILLE, CALIFORNIA

DATE: 02/13

SCALE: N.T.S.

FB: N/A

WO: 11-017

**EXHIBIT "B"**

WHEN RECORDED, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between GROVE COMMUNITIES, LLC, a Delaware limited liability Company, (hereinafter "**Landowner**"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "**Assignee**").

**RECITALS**

A. On \_\_\_\_\_, \_\_\_\_\_, the City of Roseville and Landowner entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Grove Communities, LLC (hereinafter the "**Development Agreement**)". Pursuant to the Development Agreement, Landowner agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Placer County on \_\_\_\_\_, 201\_, as Instrument No. \_\_\_\_\_.

B. Landowner intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel \_\_\_\_\_, and more particularly identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "**Assigned Parcel**").

C. Landowner desires to assign and Assignee desires to assume all of Landowner's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

**ASSIGNMENT AND ASSUMPTION**

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Landowner hereby assigns, effective as of Landowner's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel. Landowner retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Landowner.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Landowner as the "Landowner" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 10 of the Development Agreement for the Landowner with respect to the Assigned Parcel shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

**LANDOWNER:**

GROVE COMMUNITIES, LLC,  
a Delaware limited liability company:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_, a  
\_\_\_\_\_:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ORDINANCE NO. 5194

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING  
A DEVELOPMENT AGREEMENT REGARDING THE NORTH CENTRAL ROSEVILLE  
SPECIFIC PLAN PARCEL 46 (PEARL CREEK APARTMENTS)  
BETWEEN THE CITY OF ROSEVILLE AND GROVE COMMUNITIES, LLC  
AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement with Grove Communities, LLC ("Landowner").

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Development Agreement, and makes the following findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the North Central Roseville Specific Plan;
2. The Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The Development Agreement is in conformance with the public health, safety and welfare;
4. The Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The Development Agreement will provide sufficient benefit to the City to justify entering into said Agreement;

SECTION 3. The Development Agreement by and between Landowner and the City of Roseville, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed Development Agreement within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's office of the County of Placer.

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

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this 19<sup>th</sup> day of June, 2013, by the following vote on roll call:

AYES            COUNCILMEMBERS:    Roccucci, Garcia, Gore, Rohan

NOES            COUNCILMEMBERS:    None

ABSENT        COUNCILMEMBERS:    Herman



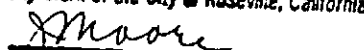
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
City Clerk

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

ATTEST: \_\_\_\_\_  
City Clerk of the City of Roseville, California

  
\_\_\_\_\_  
DEPUTY CLERK

**Exhibit "A-1"**

REAL PROPERTY IN THE CITY OF ROSEVILLE, COUNTY OF PLACER,  
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

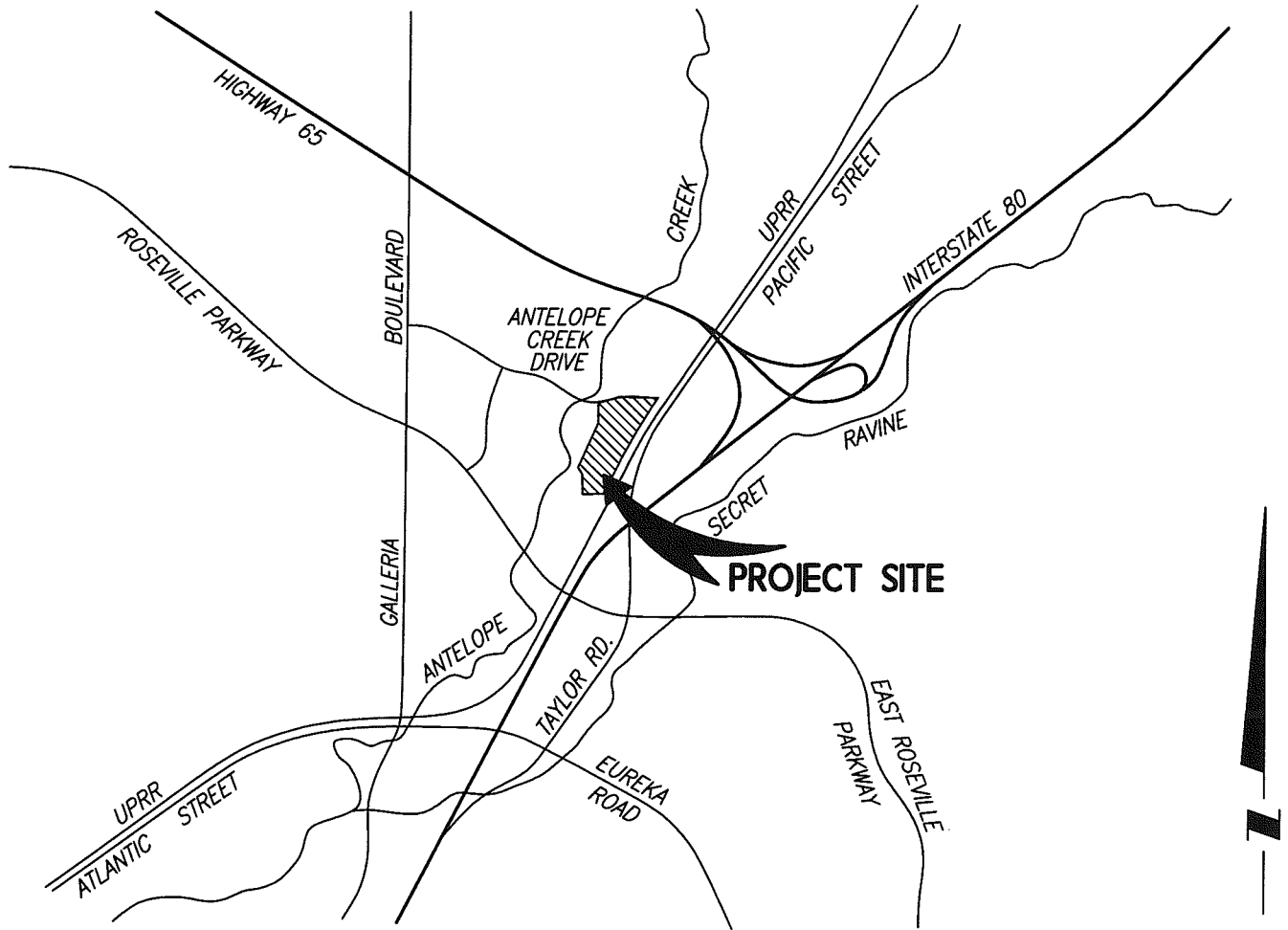
PARCEL 46, AS SHOWN ON THE PARCEL MAP RECORDED FEBRUARY 28,  
1995 IN BOOK 28 OF PARCEL MAPS, AT PAGE 50, PLACER COUNTY  
RECORDS.

###

Murray Smith & Associates  
Engineering Inc.

February 28, 2013  
11-017

# EXHIBIT "A-2"



CALC: DRN: CKD: APRVD:	VICINITY MAP PEARL CREEK CITY OF ROSEVILLE	DATE: 02/13 SCALE: N.T.S. FB: N/A WO: 11-017
	MSA ENGINEERING, INC. ROSEVILLE, CALIFORNIA	