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**FOURTH AMENDMENT OF DEVELOPMENT AGREEMENT
 BY AND BETWEEN THE CITY OF ROSEVILLE
 AND BBC ROSEVILLE OAKS, LLC
 RELATIVE TO THE CAMPUS OAKS PROPERTY
 OF THE ROSEVILLE MASTER PLAN**

This Fourth Amendment of Development Agreement (the "Fourth Amendment") is entered into this 19th day of August, 2015, by and between the **CITY OF ROSEVILLE**, a municipal corporation, hereinafter "City", and **BBC ROSEVILLE OAKS, LLC**, an Illinois limited company, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. Original Development Agreement. On August 1, 1996, the City and Hewlett-Packard Company ("Hewlett-Packard") entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Hewlett-Packard Company Relative to the Roseville Master Plan" (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Placer County on August 16, 1996, as Instrument No. 96-0047544 and re-recorded on March 25, 1998 as Instrument No. 98-0019739.

2. Amendments to Development Agreement. On May 23, 2001, the City and Hewlett-Packard entered into that certain amendment entitled "First Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan" ("First Amendment"); the First Amendment was recorded in the Official Records of Placer County on June 7, 2001, as Instrument No. 2001-0056191. On Aug. 19, 2015, the City and Hewlett-Packard and Landowner entered into that certain amendment entitled "Second Amendment for Parcels 1 and 4 of Development Agreement By and Between The City of Roseville and Hewlett-Packard Company and BBC Roseville Oaks, LLC Relative to the Roseville Master Plan" (the "Second Amendment"); the Second Amendment was recorded in the Official Records of Placer County on Aug. 21, 2015, as Instrument No. 2015-0073371. The Original Development Agreement, as amended by the First Amendment and Second Amendment, shall

be referred to herein as the "Development Agreement." Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement. All references to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

3. Campus Oaks Property. The subject of this Fourth Amendment is the development of that certain parcel of land, consisting of approximately 189.88 acres, located in the City of Roseville, County of Placer, commonly referred to as Parcel 4 and more particularly described in Exhibit A-1 and diagrammed in Exhibit A-2 (hereinafter, the "Campus Oaks Property"), attached hereto and incorporated herein by this reference. Landowner represents that it owns the Campus Oaks Property in fee and that all other persons holding legal or equitable interests in the Campus Oaks Property shall be bound by this Fourth Amendment. For purposes hereof, all references to the "Property" or "Master Plan Area" shall mean and refer to the Property described in the Development Agreement and all references to the "Campus Oaks Property" shall mean and refer to the real property described in Exhibit A-1 hereto, which is the subject of this Fourth Amendment.

4. Coordination of Amendment with Amendment for Hewlett-Packard Property. Concurrently herewith, the City and Hewlett-Packard are entering into that certain amendment entitled "Third Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Company Relative to the Hewlett-Packard Property of the Roseville Master Plan" ("Third Amendment"), which is being recorded immediately prior to the recordation of this Fourth Amendment. The portion of the Master Plan Area owned by Hewlett Packard that is the subject of the Third Amendment is referred to herein as the "HP Property." Landowner supports the concurrent processing of this Fourth Amendment with the Third Amendment because the coordinated development of the two Properties as a mixed use master planned community will provide convenient and sustainable housing opportunities, commercial services and parks and recreational amenities that will serve the needs of both Landowner's future residents and Hewlett-Packard's current and future employees, thereby promoting the overall HP Campus as a desirable major employment hub. To this end, as part of Landowner's support to realize the benefits of this mixed use master plan, Landowner is agreeing hereunder to (i) improve the existing HP Way and extend it through the Campus Oaks Property as a major public entrance to the Campus and (ii) commit the Campus Oaks Property to improve and maintain the park and recreational facilities to be installed within the HP2/CO64 Park, including the approximately 8.7 acre portion thereof being dedicated to the City by Hewlett-Packard to help satisfy Campus Oaks' park land dedication requirement, to expand the Campus amenities that will be available to the Campus residents and employees.

5. Amended Master Plan for Campus Oaks and Hewlett-Packard Properties. In connection with Landowner's planned development of the Campus Oaks Property, Landowner and Hewlett-Packard have prepared and processed with the City, and the City has approved as provided below, the Hewlett-Packard Campus Oaks Master Plan Amendment (the "Amended Master Plan"). The Amended Master Plan amends the Roseville Master Plan as applied to the development of the Campus Oaks Property and the HP Property that is the subject of the Third Amendment being approved concurrently herewith. The purpose of this Fourth Amendment is to amend the Development Agreement and the Entitlements vested thereby, including incorporating the Amended Master Plan as part of the Revised Entitlements described herein, as applied to development of the Campus Oaks Property to facilitate the development thereof independent of the other properties within the Master Plan Area.

6. 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 and obligations with respect to the property which is the subject of the development project application. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows amendments to the Development Agreement that affect less than the entire Master Plan Area to be approved by the owner(s) in fee of the portions of the Master Plan Area that is subject to or affected by such amendment. In accordance with Section 1.4 of the Development Agreement, Landowner proposes hereby to amend the terms and conditions for development only as to the Campus Oaks Property, which amendments are limited to the Campus Oaks Property, do not impose any new burdens or obligations on any other property in the Master Plan Area, and do not affect or impair the development rights of any other properties within the Master Plan Area (except as otherwise agreed to by Hewlett-Packard in the Third Amendment being approved concurrently herewith).

7. Hearing. On July 16, 2015, 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, following a duly noticed and conducted public hearing, considered this Fourth Amendment and recommended that the City Council approve this Fourth Amendment for the Campus Oaks Property.

8. Environmental Review. On August 5, 2015, the City Council adopted the Addendum to the Plan FEIR (the "Addendum") for development of the residential, business professional, commercial, light industrial (tech/business park), park, open space and public/quasi-public uses within the Campus Oaks Property consistent with the Revised Entitlements (the "Project"). An Initial Study prepared in support of the Addendum identified mitigation measures to reduce environmental impacts which have been incorporated into the Project and the Amended Master Plan for the Campus Oaks Property and in the terms and conditions of this Fourth Amendment, as reflected by the findings adopted by the City Council concurrently with this Fourth Amendment.

9. No New Impacts Associated with Approval of Amendment. The City Council has determined that the adoption of this Fourth Amendment involves no new impacts not considered in the Addendum; therefore, no further environmental documents relating to the adoption of this Fourth Amendment are required.

10. 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, Chapter 19.84 of the Roseville Municipal Code. This Fourth Amendment, to the extent it amends and affects the terms of the Development Agreement for the Campus Oaks Property, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

11. Consistency with General Plan and Amended Master Plan. Having duly examined and considered this Fourth Amendment and the Revised Entitlements to be vested hereby, including without limitation, appropriate separation between industrial and residential uses provided by planned roadways, greenways and setbacks, and having held properly noticed public hearings hereon, City finds and declares that this Fourth Amendment is consistent with the General Plan of the City of Roseville and with the Amended Master Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendment of Development Agreement.** The following recital and sections of the Development Agreement for the Campus Oaks Property are hereby amended as follows:

a. **Revised Recital 5 (Entitlements).** Recital 5 is revised as follows:

"5. **Entitlements.** The City has approved the following land use entitlements for the Campus Oaks Property, which entitlements are the subject of this Agreement:

- A. The Roseville General Plan, as amended by Resolution No. 15-370;
- B. The Hewlett-Packard Roseville Master Plan, as amended by the HP Campus Oaks Master Plan Amendment thereto adopted by Resolution No. 15-371 (the "Amended Master Plan");
- C. The Rezoning of the Campus Oaks Property pursuant to Ordinance No. 5532;
- D. The Large Lot Tentative Subdivision Map for the Campus Oaks Property, as approved by the Planning Commission; and
- E. This Fourth Amendment of Development Agreement for the Campus Oaks Property, as adopted by Ordinance No. 5534 (the "Adopting Ordinance").

"The approvals described in paragraphs A through D, inclusive, are referred to herein as the "Entitlements." All references to the "Master Plan" in the Development Agreement, as amended hereby and as applied to the Campus Oaks Property, shall mean and refer to the Amended Master Plan described in paragraph B above."

b. **Revised Section 2.2 (Vested Entitlements).** Section 2.2 of the Development Agreement is hereby revised in its entirety to read as follows: As noted in Recital 4 above and the Third Amendment, in support of the coordinated development of the Campus Oaks Property with the HP Property, Landowner acknowledges the changes below are supported, in part, by Hewlett-Packard's agreement in the Third Amendment to reduce the developable square footage and corresponding traffic and utility capacities previously allocated and reserved for development within the HP Property from 1,670,000 sq. ft. to 1,200,000 sq. ft., which reduction in development capacities is being re-allocated to and included within the development of the Campus Oaks Property:

"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 Campus Oaks Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks Property:

Low/Med Density Residential	82.4 acres
High Density Residential	22.0 acres
Commercial/Retail	19.3 acres
Light Industrial (Tech Park/Business Park)	32.8 acres
Business Professional	5.5 acres

Parks	10.7 acres
Paseos	2.3 acres
Open Space	1.6 acres
Fire Station and Well Site (P/QP)	2.5 acres
Roads	10.7 acres
TOTAL	189.8 acres

all as set forth in **Exhibit B**. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks Property have not been reached and further provided Landowner is not in default under this Agreement.

"For purposes of development of Parcels CO-51 and CO-52 of the Campus Oaks Property pursuant to the Master Plan, the Intensity Thresholds for the planned Light Industrial (Tech Park/Business Park) uses described for Parcels CO-51 and CO-52 of the Campus Oaks Property in the Master Plan are as follows:

Property	Gross Sq. Ft.	Water <i>(Max Daily Demand)</i>	Sewer <i>(Max Daily Flow)</i>	Electric <i>(Peak Annual Demand)</i>	Traffic <i>(PM Peak Hour Trips)</i>
CO Parcels 51 and 52	300,000	0.17 mgd	0.06 mgd	2.02 MW	291

"Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the Addendum, nothing in this Agreement or the Entitlements vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner acknowledges and agrees that the uses described in the Master Plan for the other properties within the Master Plan Area are compatible with the vested uses planned for development of the Campus Oaks Property.

"Landowner acknowledges that it shall have no right to seek to amend the zoning of the portion of the Campus Oaks Property identified on **Exhibit B** as Parcels CO-51 and CO-52 from Light Industrial (Tech/Business Park) use for a period of twenty (20) years from the Effective Date of this Fourth Amendment."

c. Revised Section 2.4 (City Fees, Taxes and Assessments) Section 2.4 of the Development Agreement is hereby revised in its entirety to read as follows:

"2.4 City Fees, Taxes and Assessments.

"2.4.1 Processing Fees and Charges: Landowner shall pay those processing, inspection and plan checking fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and

monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

“2.4.2 Public Financing Limited to Specific Funding Mechanisms. This Agreement includes specific construction, funding and reimbursement obligations of Landowner and specific rights or obligations, as the case may be, to participate in a community facilities district(s) or a similar financing district to fund the acquisition and construction of specific facilities and the maintenance of certain improvements. Landowner's obligation with respect to the participation of the Property in any funding mechanisms to support the construction of any other public facilities and improvements or the provision of public services in relation to development of the Property shall be to pay City fees related to the construction and provision of such public facilities authorized by ordinance to be collected by City as of the date that City executes this Agreement as such fees may be adjusted from time to time in accordance with applicable law, or such other fees as may be duly adopted in the future by City from time to time in accordance with applicable law; provided, however, except as otherwise specifically provided in this Agreement, Landowner's obligation to pay future City fees is limited to those fees adopted on a city-wide basis or which apply uniformly to all properties within the City of Roseville which are zoned consistent with the Property's zoning as set forth in the Entitlements, or which apply uniformly to all properties which are similarly situated, whether by geographic location, drainage sheds or other distinguishing circumstances.”

c. New Section 2.5 (Affordable Housing). New Section 2.5 is hereby added as follows:

“2.5 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Master Plan, and subject to the terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within the Campus Oaks Property to be developed as affordable housing. In accordance with the terms of this Section and subject to adjustment based on actual development, Landowner shall provide 95 units affordable to very low, low and middle-income households. The breakdown of percentage of the total number of affordable units to the different income levels shall be 40% for very low, 40% for low and 20% for middle income households. Any adjustment based on actual development shall be subject to the written approval of the City Manager or his/her designee.

“The term "very low income" means households earning 50% or less of median income; "low income" means households earning 50% to 80% of median income; and "middle income" means households earning 80% to 100% of median income, as published annually by the U.S. Department of Housing & Urban Development ("HUD"). Income eligibility and asset verification and calculation guidelines shall be determined in accordance with the HUD Handbook 4350.3 Chapter 5 (or comparable guidelines, if discontinued). For each of the household income ranges specified herein, household income at the upper limit of the specified ranges shall be used in determining qualifying sales prices for affordable purchase residential units. Qualifying rents for affordable rental residential units shall be calculated at the upper range of the specified income levels if no other restrictions are placed on the properties due to the type of financing secured by the ultimate developer of the Parcel.

“The parcels of the Campus Oaks Property within which the affordable housing will be provided are shown in the Master Plan and **Exhibit B-1** attached hereto (the "Affordable Parcels"). The Affordable Parcels will also be identified on the final recorded Large Lot.

Subdivision Map for the Campus Oaks Property. Such locations may be modified pursuant to Section 2.5.3 of this Agreement.

"2.5.1 Affordable Purchase Residential Units. Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that nineteen (19) units will be reserved on the Campus Oaks Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows:

Affordable Parcel	Total Units in Parcel	Middle Income Purchase Units
CO-5	46	19

"Such units shall be distributed throughout each Affordable Parcel.

"i. Required Agreements. Prior to the approval of the final small lot residential subdivision map containing lots for affordable purchase units within Parcel CO-5, the parties shall enter into City's then current form Affordable Purchase Housing Agreement (or other applicable City-approved form) for such residential purchase units affordable to middle income households, which shall identify the obligation to produce and deliver nineteen (19) residential units affordable to middle-income purchasers. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee.

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

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

"iv. Transfer of Units. Landowner may elect to transfer any unmet middle income purchase units from CO-5 to one or a combination of the affordable rental lots (CO-21, CO-22, CO-23) thereby relieving parcel CO-5 from its obligation for the middle income purchase units. Additionally, if Landowner is unable to deliver the required number of middle income purchase units on CO-5, Landowner shall transfer the required number of middle income purchase units remaining to one or a combination of the affordable rental lots. Transfer of any middle income purchase units must occur prior to execution of any applicable Affordable Housing Rental Agreement(s) and shall require an amendment to this Development Agreement and the Master Plan pursuant to Section 2.5.4.

"2.5.2 Multi Family Affordable Rental Units. Subject to the actual number of units constructed within the Campus Oaks Property, Landowner agrees that seventy-six (76) affordable rental units will be reserved within the Campus Oaks Property, half of which will be reserved for rental to very low income households and half of which will be reserved for rental to low income households as follows:

Affordable Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
CO-21	125	38	38	
CO-22	119	24		24
CO-23	72	14		14

"i. Rental Agreement Required. Prior to issuance of a building permit for the applicable Affordable Parcel, the parties shall enter into City's then current form Affordable Rental Housing Agreement (or other applicable City-approved form) for such residential rental units affordable to low income and very low income households, which shall identify the obligation to produce and deliver the applicable number of rental units affordable to very low or low income households to be provided by such Affordable Parcel. The term of the Agreement shall require the affordable units to be rented only to qualified affordable households for a period of thirty (30) years, commencing on the date of issuance of a certificate of occupancy for each affordable unit. Specific requirements of the agreement will be determined by the Economic Development Director or his/her designee. Prior to entering into any Affordable Rental Housing Agreement, Landowner shall provide to City an accounting of the status of the middle income purchase units required by section 2.5.1.

"ii. Content. The Affordable Housing Rental Agreements shall, for each such Affordable Parcel, set forth, among other things, the distribution of the affordable rental units within the Parcel, and include specific requirements for marketing of affordable units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and good faith efforts requirements.

"iii. Potential Compensation by City. If and to the extent funding to subsidize the provision of affordable housing with the City of Roseville as described herein is or becomes available to the City and is not otherwise committed by the City to other affordable housing projects, City at its sole discretion may compensate Landowner or its successors for one-half (1/2) of the net present value (discounted at the City's then current investment rate) of the loss of rental revenue that would be expected to accrue over the period that such units are reserved from such available funds. Landowner acknowledges that, as of the Effective Date hereof, City does not have and does not anticipate obtaining any such subsidies that would be available to compensate Landowner hereunder and if City cannot provide or identify any subsidies, Landowner will nevertheless be obligated hereunder to provide the affordable housing as required by this Agreement. In connection herewith, 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.

"If and to the extent available, to compensate Landowner for providing rental housing affordable to low income households and very low income households, such compensation (hereafter "subsidy" or "subsidies") may be issued through a combination of cash investment, density bonus, fee deferrals or financing, federal, and state, local programs or any other form agreeable to the Landowner and City. Landowner shall join City in any application prepared for Federal, State, local or private funding for any potential subsidies and Landowner shall use its best efforts to cooperate with City to obtain approval thereof, provided any additional costs or liabilities associated with Landowner's participation therein shall be subject to Landowner's reasonable approval.

"To the extent that public funds or subsidies are provided to the development of affordable dwelling units, Landowner shall provide written notice to the builder(s) of such affordable units that such construction may be subject to a requirement to pay prevailing wage.

"2.5.3 Inclusion of Affordable Obligation on Large Lot Map. Landowner shall provide notice on the large lot subdivision map identifying the affordable parcels by large lot and Master Plan lot number and shall state the affordable obligation by type (i.e., middle, low or very low) and number of lots or units. The notice shall be designed to provide that, upon recordation of an Affordable Purchase Housing Agreement or Affordable Rental Housing Agreement, as applicable, upon such parcel or the affordable lots thereof, the notice on the large lot map shall be deemed replaced by such recorded Agreement and no longer separately effective or binding as an encumbrance on the parcel, or lots thereof not encumbered by such recorded Agreement, and shall no longer be listed as an exception to title. The City shall cooperate with any such removal of the effect of such notice from unaffected lots upon recordation of such Affordable Agreements.

"2.5.4 Transfer of Obligation Within Campus Oaks Property. Any proposed transfer of an affordable purchase or rental housing obligation (or any portion thereof) to another parcel within the Campus Oaks Property shall require an amendment to this Development Agreement and the Master Plan. Any such transfer shall also require the owner of the parcel receiving such affordable obligation to comply with the requirements of Section 2.5.3 above to include a notice on its map or parcel that is designed, to the extent practicable, to disclose such affordable obligation as an exception to title on Schedule B of any preliminary title reports thereafter prepared for the receiving parcel.

"2.5.5 Community Facilities Districts. The City Manager or his/her designee shall maintain a list of middle, low and very low-income affordable purchase and rental units for each Parcel which is subject to an Affordable Housing Agreement (or applicable City-approved form) and, on or about May 1 of each calendar year, shall send a copy of such Affordable Housing Agreement(s) to the City Finance Director. To assist with the affordability of these units, Landowner and City agree that, with respect to the Infrastructure CFD to be formed pursuant to Section 3.22 below, the initial monthly maximum special tax, subject to annual adjustment shall be established at \$75 for the nineteen (19) middle income affordable units, \$60 for low income affordable rental units and \$37.50 for the very low income affordable rental units.

"2.5.6 In Lieu Fee - Affordable Housing. In the event City adopts a fee to be paid in lieu of constructing either rental or purchase housing affordable to middle, low or very low income households, Landowner may be eligible to pay such in lieu fee rather than construct affordable housing units on the Campus Oaks Property, subject to the approval of the City Manager or designee.

"2.5.7 Not a Limitation. Nothing in the foregoing Sections 2.5.1 and 2.5.2 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."

d. Revised Section 3.2 (Parks): Section 3.2 of the Development Agreement is hereby revised in its entirety to read as follows:

"3.2 Parks, Open Space, and Bike Trails: A total of 18.2 acres of active park land (9.5 acres of which will be dedicated by Landowner and 8.7 of which will be dedicated by Hewlett-

Packard pursuant to the Third Amendment), 2.19 net acres of paseo and 1.7 additional acres of open space (to be combined and consolidated with the 44.65 acre existing open space Preserve previously granted to the City by Landowner's predecessor-in-interest, Hewlett-Packard, pursuant to the terms of the Development Agreement) will be dedicated to the City in connection with the development of this Project. Landowner will also pay fees for construction of park and trail improvements, and construct park frontage, paseo and park improvements as set forth in this Section. To facilitate the coordinated development of the Campus Oaks Property with the HP Property, Landowner acknowledges that, pursuant to the Third Amendment, Hewlett-Packard will be offering to dedicate Parcel HP-2 to the City to be credited against the Campus Oaks' park land dedication requirement and to facilitate Landowner's installation of the neighborhood and city-wide park improvements planned for Parcels HP-2 and CO-64 (the "HP2/CO64 Park") as described in and consistent with the Master Plan. As provided in the Third Amendment, the City will not accept Parcel HP-2 until the HP2/CO64 Park improvements are completed by Campus Oaks as provided herein and accepted by the City, and Hewlett-Packard will continue to own Parcel HP-2 and be responsible for all maintenance obligations related thereto until the Park improvements are completed. In consideration of the benefits to be derived by the Campus Oaks Property from this coordinated development with the HP Property, including without limitation, the park dedication and improvement credits that will be allocable to the Campus Oaks Property associated with the dedication and development of the HP2/CO64 Park, Landowner agrees that the Campus Oaks Property shall be solely responsible for all the costs to design and construct the park improvements to be installed within the HP2/CO64 Park in accordance with the terms hereof.

"The park plans contained in the Master Plan are conceptual only. Further refinements and a final design for the HP2/CO64 Park shall be reviewed and approved by the Parks & Recreation Commission and City Council separate from the City's approval of the HP Campus Oaks Master Plan Amendment.

"Landowner shall not construct any private single access gates or private access from single homeowner's property onto public spaces, such as parks, preserves, open space and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&R's for any single family residential subdivision.

"3.2.1 Park and Open Space Dedications. Landowner shall dedicate to the City the following three (3) park parcels, two (2) paseo parcels and two (2) additional open space parcels as described below and shown in Exhibit B and Exhibit K:

"A. A 5.04 net acre, more or less, portion of the Campus Oaks Property for the purposes of a public park, shown as Parcel CO-61;

"B. A 2.62 acre, more or less, portion of the Campus Oaks Property for the purpose of a public park, shown as Parcel CO-62;

"C. A 1.84 net acre, more or less, portion of the Campus Oaks Property for the purpose of a public park, shown as Parcel CO-64;

"D. A 0.84 net acre, more or less, portion of the Campus Oaks Property for the purposes of paseo, shown as Parcel CO-63;

"E. A 1.35 acre, more or less, portion of the Campus Oaks Property for the purposes of paseo, shown as Parcel CO-65;

"F. A 0.84 acre, more or less, portion of the Campus Oaks Property for the purpose of public open space, shown as Parcel CO-81; and

"G. A 0.86 acre, more or less, portion of the Campus Oaks Property for the purpose of public open space, shown as Parcel CO-82.

"City acknowledges that, in addition to the foregoing dedications, the prior dedication by Hewlett-Packard of the 44.65 acres of open space shall be credited against the open space dedication requirements for the Campus Oaks Property. Furthermore, Hewlett-Packard's agreement to dedicate approximately 8.7 acres of the HP Property for the HP2/CO64 Park adjacent to the Campus Oaks Property (as more particularly described in the Third Amendment and Master Plan and designated as Parcel HP-2 of the HP Property), in combination with Landowner's dedication of Parcel CO-64, shall be credited as collectively providing 2.16 acres of neighborhood park and 8.38 acres of City-wide park against the park land dedication requirements for the Campus Oaks Property, based on the mix of amenities to be provided thereby.

"Landowner shall dedicate the foregoing park lands, paseos and open space parcels within the Campus Oaks Property on the face of the Large Lot Final Map as an Irrevocable Offer to Dedicate (IOD) of such park lands, paseos and open space parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject sites has been recorded. Landowner acknowledges that the City shall not be obligated to accept the IOD for Parcels HP-2 and CO-64 prior to Landowner's completion of the turn-key park improvements required hereunder. City shall accept the dedication of each of the other park lands and paseo parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) required to serve the dedicated lands are completed by Landowner and either (i) City is prepared to improve and maintain the site or (ii) the improvement thereof has been completed by Landowner pursuant to a park development agreement between the City and Landowner. City shall accept the dedication of the open space parcels after formation of the Public Services CFD described herein that includes funding for the maintenance by the City of such open space parcels.

"Maintenance of these properties remains a Landowner obligation until accepted by City. In the event the Landowner uses any of the above mentioned Parcels for temporary construction activity or staging (e.g., construction equipment parking, dirt/debris stockpiling, etc.), Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity.

"3.2.2 Construction of Park Improvements. Landowner shall construct all park improvements for the HP2/CO64 Park to be located on Parcel CO-64 and Parcel HP-2 in accordance with the terms of this Agreement and in accordance with public project regulations and requirements. Paseo improvements to be located on Parcels CO-63 and CO-65 shall be constructed as and when required by the conditions of the subsequently approved tentative small lot residential map that includes such Parcels. Prior to Landowner's construction of the park improvements for the HP2/CO64 Park, the parties shall enter into a separate park development agreement for the construction thereof and appropriate credits against and reimbursement from the applicable neighborhood and City-wide park fees to be generated or

provided by such construction. The construction of paseos will not be eligible to receive park fee credits or reimbursement.

3.2.2.A The HP2/CO64 Park shall be improved in conjunction with Landowner's development of the portion of the Campus Oaks Property outlined as Phase B and Phase C on **Exhibit B** ("Phases B and C"). In particular, the HP2/CO64 Park shall be improved in conjunction with development of Parcels CO-1, CO-2, CO-3, CO-6, CO-7, CO-11, CO-12, CO-13, CO-14, CO-16, CO-23, CO-24a, CO-24b (the "Phase B and C Parcels").

3.2.2.B The park facilities for the HP2/CO64 Park shall be constructed and improved pursuant to a separate park development agreement and according to a park master plan for the HP2/CO64 Park to be prepared by Landowner and approved by the City. These park facilities shall be designed in accordance with the design standards for such facilities and improvements described in the City's Park construction standards. Landowner and the City shall use good faith efforts to provide copies of the draft master plan to Hewlett-Packard for review and input by Hewlett-Packard's Site Council, provided final approval thereof shall be made by the City. The improvement plan for this park site shall include detailed construction plans, specifications and drawings for the site to be approved by the City. Landowner shall be responsible for all costs associated with the approval of the plan, including the costs of preparing the required final master plan, construction plans and drawings.

3.2.2.C The estimated cost for the design and installation of the park improvements for the HP2/CO64 Park are set forth in the Park Financing Plan and have been used to establish the neighborhood and city-wide park fees for the Property. The improvements to be required by the City for this park site shall consider and accommodate such cost estimates. The cost estimate shall be adjusted by the City, from the Effective Date of this Agreement to the date of commencement of the construction of the improvements, based on the percentage change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter, the "ENR Construction Cost Index").

Landowner shall bid the work using a City list of pre-qualified park contractors for the park. If the bid amount for the work, together with all design and other park improvement costs then incurred by Landowner, exceeds the then adjusted cost estimate by more than eight percent (8%), then the City shall either (i) agree to defer the installation of certain improvements within the park site to reduce the cost of the work to be installed by Landowner to 108% of such adjusted cost estimate or (ii) agree to pay its share of the cost of the improvements in excess of 108% of such adjusted cost estimate, as such costs are incurred by Landowner.

3.2.2.D Since the Master Plan graphic is merely conceptual, Landowner shall submit a final and approved master plan to the City for improvement of the HP2/CO64 Park prior to the issuance of the building permit for the 75th residential unit within the Phase B and C Parcels and shall commence construction of the park improvements for the HP2/CO64 Park in accordance with the approved park improvement plans prior to the issuance of the building permit for the 150th residential unit within the Phase B and C Parcels. Thereafter, Landowner shall diligently proceed with such construction and use its best efforts, subject to the provisions of Section 5.3 below, to complete the construction of its improvements to the HP2/CO64 Park within one hundred fifty (150) business days of the date of commencement of such improvement, not including the establishment period as defined in the City's park construction standards.

Landowner acknowledges that development of each Phase B and C Parcels will be dependent on compliance with the foregoing schedule. Accordingly, if the design and construction schedule for the HP2/CO64 Park is not satisfied, the City MAY DENY BUILDING PERMITS WITHIN ANY PHASE B OR PHASE C PARCEL, whether or not the ownership thereof is under a single owner or multiple owners. City acknowledges and agrees that any failure to comply with such schedule shall not affect the rights of Landowner to proceed with the construction of units for which building permits have been issued by City within Phases B and C and shall not limit the rights of Landowner to develop within any other Phase of the Campus Oaks Property.

BBC Roseville Oaks, LLC, as Landowner, further acknowledges and agrees that, notwithstanding anything else to the contrary in this Agreement or in any assignment of this Agreement, with respect to the obligations under this Section 3.2.2, BBC Roseville Oaks, LLC shall be responsible for the design and construction of the park improvements for the HP2/CO64 Park as and when required hereunder and shall remain responsible therefor notwithstanding any subsequent sale or transfer of any Phase B or Phase C Parcel and notwithstanding any assumption of such obligations by any successor in interest to BBC Roseville Oaks, LLC, unless the City expressly agrees, in writing, to release BBC Roseville Oaks, LLC, from any of such design or construction obligations under this Section 3.2.2.

To assist City in monitoring compliance with the applicable park design and construction schedule, as and when Landowner applies for building permits within a Phase B or Phase C Parcel, Landowner shall give written notice to the Parks Department, indicating the number of units involved in the permit request and the total number of building permits which have then been issued for the Phase B and C Parcels, as well as the status of the design and/or construction of the HP2/CO64 Park.

3.2.2.E Park improvements constructed by Landowner for the HP2/CO64 Park shall include all utilities and all landscaping and irrigation necessary to serve the park improvements to be located therein.

3.2.2.F Upon satisfactory completion of such park improvements for the HP2/CO64 Park by Landowner, City shall accept the dedication of the HP2/CO64 Park and assume the ownership and maintenance thereof.

3.2.3 Financing and Improvement Agreements for Parks. The construction of improvements to parks within the Campus Oaks Property, and also the construction of the HP2/CO64 Park improvements adjacent to the Campus Oaks Property within Parcel HP-2 of the HP Property, shall be financed through neighborhood and City-Wide park fees established for the Campus Oaks Property by this Agreement. The plan to finance the construction and operation of such park improvements is generally set forth in Exhibit L attached hereto (the "Parks Financing Plan").

i. Financing for Neighborhood Parks. The construction budget for each parcel shall be as allocated in the Park Finance Plan, and which amount is adjusted by the percentage change, annually on July 1, utilizing the Engineering News Record, Construction Cost Index for the United States 20-city average, averaged with the San Francisco Construction Cost Index (the "CCI").

ii. Financing of Paseos. No funding is included in the Park Financing Plan for the development of the paseos. Financing for the maintenance of the paseos shall be provided through the Public Services CFD described in Section 3.23 below.

"iii. Maintenance District Financing. Pursuant to Section 3.23 below, Landowner shall support the formation of the Public Services CFD defined therein. Among other things, the Public Services CFD shall be authorized to levy special taxes on the Campus Oaks Property to provide maintenance of the neighborhood parks, streetscapes, paseos and open space parcels within the Campus Oaks Property and the neighborhood park components within the HP2/CO64 Park. Maintenance of the city-wide park components to be installed within the HP2/CO64 Park shall be the responsibility of the City from and after City acceptance of the fully developed park.

"3.2.4 Neighborhood Park Fee. In accordance with the Park Financing Plan for the Campus Oaks Property, subject to any applicable fee credits, Landowner shall pay a neighborhood park fee (the "Neighborhood Park Fee"), upon the issuance of each residential building permit within the Project, to fund construction of the neighborhood park improvements described above. As more particular shown on Table A-3 of the Park Financing Plan, such neighborhood park fee shall be \$3,177 per Low Density, Medium Density and High Density Residential Units, and \$2,097 per High Density Apartment Residential unit (but excluding carriage units, which shall not pay neighborhood park fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. All such Neighborhood Park Fees shall be deposited into the neighborhood park fee fund to finance the development of the parks within the Campus Oaks Property and the HP2/CO64 Park.

"The Neighborhood Park Fee, as calculated herein, is figured on 100% of the total dwelling units entitled for the Campus Oaks Property being developed and paying the Neighborhood Parks Fee. City may conduct an annual re-assessment of the Neighborhood Park Fee for the Campus Oaks Property subject to this Agreement and adjust the fee upward if underutilization of entitled dwelling units for the Campus Oaks Property subject to this Agreement exceeds ten percent (10%). In the event of a rezoning of any parcel(s) in the Campus Oaks Property that creates a park funding shortfall, City shall require supplemental neighborhood in-lieu fees to fund such shortfall from the rezoned parcel(s).

"At the completion of all residential and neighborhood park development, if there are any remainder fees, City shall, within thirty (30) days of filing a notice of completion of the last neighborhood park for the Campus Oaks Property, refund to Landowner such remainder fees.

"i. Neighborhood Park Frontage Improvements. When installing road improvements adjacent to neighborhood park sites, Landowner shall construct the frontage improvements, which shall include curb, gutter, and stub utilities for the park site, subject to direction from City on the location of such utility stubs, but shall not be required to include sidewalk or landscaping. The cost of this work is not included in the Neighborhood Park Fee and accordingly Landowner shall not be entitled to any reimbursement from the Neighborhood Park Fee for such frontage improvements. City acknowledges that the cost of sidewalks within the park sites is included in the Neighborhood Park Fee.

"At the time Landowner installs infrastructure frontage improvements for the neighborhood parks, Landowner may construct the sidewalks, as specified in the Master Plan and upon mutual consent of the City and Landowner. Landowner shall be entitled to a reimbursement for the sidewalk costs installed by Landowner, provided City has sufficient funds to reimburse Landowner for such sidewalk improvements at the time that Landowner would construct such improvements. If City does not have or expect to have sufficient funds to reimburse Landowner within sixty (60) days prior to commencement of

completion of the applicable frontage improvements, the sidewalk improvements shall be deferred to be included as part of the adjacent park improvements and Landowner shall be released from any obligation to construct such sidewalk improvements in connection with the adjacent frontage improvements. Reimbursement shall be based on actual costs of constructing the sidewalk and as approved by the City prior to construction. All frontage improvements, including any sidewalks, shall be constructed consistent with City standards.

"3.2.5 City-Wide Park Fee. In consideration of Landowner's commitment to build the park improvements for the HP2/CO64 Park, including city-wide park components, a city-wide park fee credit shall be applied in lieu of payment of city-wide park fees per dwelling unit, typically due at building permit. The value of the city-wide park fee credits shall be consistent with the budget outlined in the Parks Financing Plan (Exhibit L).

"3.2.6 Bike Trail Construction. Landowner shall design, secure necessary permits and construct certain Class 1 bike trail improvements within the Campus Oaks Property as shown on Exhibit I (the "Bikeway Master Plan") and described in the Master Plan. Bike trails shall be constructed to City standards as and when Landowner develops the Parcels within the Campus Oaks Property adjacent to such bike trails. The sections of bike trail to be installed upon development of such parcels are generally shown on Exhibit I. The entire length of bike trail along Parcel CO-3 shall be graded at the time that the parcel develops, with the installation of the bike trail improvements per Exhibit I.

"If a bike trail is completed prior to City's acceptance of open space within which the bike trail is located, City shall be responsible for bike trail maintenance. City shall enter into an agreement with the Landowner memorializing such obligations and indemnifying Landowner for the public's use of the bike trail prior to the City's acceptance of the open space, which will include the recordation of a temporary maintenance and pedestrian access easement on and across the bike trail. Upon completion of the bike trail and City's acceptance of the open space within which the bike trail is located, City shall continue to be responsible for bike trail maintenance.

"The project shall fund an amount of **\$318,000** for the design and construction of the off-site bike trail construction as shown on Exhibit I and generally shown as "Future by Others." This money will be included as part of the "Community Facilities District – Public Facilities (Project Infrastructure)" bond sale proceeds and will be paid directly to and retained by the City for such bike trail improvements.

"3.2.7 Entire Park Land Obligation. The City agrees that the provisions of the Master Plan and the commitments contained herein, together with Hewlett-Packard's previous dedication of the 44.6 acres of park/preserve property and commitment to dedicate Parcel HP-2 for the HP2/CO64 Park, satisfy Landowner's General Plan park obligations for the dedication and improvement of neighborhood and City-Wide parks and open space related to development of the Campus Oaks Property.

"3.2.8 Open Space Improvements. When installing road improvements adjacent to the open space, Landowner shall construct the frontage improvements. Frontage improvements shall include sidewalks, split rail fencing and landscaping. The cost of this work shall be payable solely by Landowner, without any fee credits or fee reimbursements. The parties also acknowledge that, subject to the City's review and consent, Landowner may allow certain Indian artifacts to be repatriated into Parcel CO-82 prior to the City's acceptance thereof, which City agrees will not interfere with the City's acceptance thereof."

e. Revised Sections 3.3.1 and 3.3.2, Replaced Section 3.3.7 and New Section 3.3.8 (Electrical). Sections 3.3.1 and 3.3.2 of the Development Agreement are hereby revised in their entirety, Section 3.7 (formerly referring to a requirement to enter into a Power Purchase Agreement) is hereby replaced with a replacement Section 3.3.7, and new Section 3.3.8 is added to read as follows:

"3.3.1 Installation of Underground Electrical Service. As electrical service becomes necessary to be extended along Blue Oaks Boulevard to service the Campus Oaks Property, Landowner shall, at its sole cost, install any such electrical service underground within the public utility easement to be granted to City along Blue Oaks Boulevard pursuant to Section 3.3.2. Landowner acknowledges that, pursuant to Section 3.8.1.A below, Landowner will be obligated to underground the existing 12kv electric line from Foothills Boulevard to Woodcreek Oaks Boulevard in connection with its installation of required Blue Oaks frontage improvements. For any required electrical services other than the 12kv line, Landowner shall only be obligated to install the portion of such underground electrical services along the frontage of the Campus Oaks Property adjacent to Blue Oaks Boulevard from its intersection with New Meadow Drive to its intersection with Woodcreek Oaks Boulevard, as shown in the cross-section in Exhibit C-1.

"3.3.2 Public Utility Easement/Sidewalk/Pedestrian Access Easement. Landowner shall grant and convey to City a public utility easement for public utility purposes along Woodcreek Oaks Boulevard from Blue Oaks Boulevard to the southernmost point where Woodcreek Oaks Boulevard exits the Campus Oaks Property. Landowner shall grant and convey to City simultaneously with each of the foregoing easements a co-extensive easement for sidewalk/pedestrian access purposes. Each such easement shall be twenty-five feet (25') wide and shall be measured from the southern boundary of the existing right of way of Blue Oaks Boulevard or the easternmost boundary of the right of way of Woodcreek Oaks Boulevard established pursuant to Section 3.8.2.A, as the case may be and shall be included within the landscape setback established by Section 3.8.10."

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

"i. All residential dwelling units will install residential air conditioning units with, as a minimum standard, a Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California Regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve ("TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12.5 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Utility Director or designee.

"ii. All commercial air conditioning units 5 tons or less (<65,000 btu/h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Utility Director or designee."

3.3.8: Electric Vehicle Ready. Every garage of each single family home shall be designed and improved as "Electric Vehicle Ready". To facilitate this use, all garages for single-family units shall either include a ¾" conduit raceway to a spare electric box that is sized for a future 40-amp, 220v outlet, with labeling of the availability thereof, or include a 40-amp, 220v outlet, wired with an acceptable gauge to provide such service. A 40-amp, 220v breaker space must be available in the electrical panel.

f. Revised Section 3.4.1 (Drainage Impact Study). Section 3.4.1 is hereby revised in its entirety to read as follows:

"3.4.1 Drainage Impact Study. Landowner has prepared an updated drainage impact study for the Campus Oaks Property that evaluates the size and location of all necessary on-site drainage facilities required to treat and convey all storm water from the Campus Oaks Property to current City Standards. The updated drainage impact study includes a full description of Low Impact Development (LID) and Hydro-modification per the requirements of the City's State-issued NPDES permit. Full capture of trash will be required as and to the extent required by applicable City and state standards and the City's State-issued NPDES permit, for all storm water leaving priority land uses as defined within the permit. Subsequent drainage analysis will accompany the approval of future entitlement requests and shall be used as the basis of construction drawings."

g. Revised Section 3.5.2 and New Sections 3.5.3 through 3.5.8 (Water System Improvements and Supply). Section 3.5.2 of the Development Agreement is hereby revised in its entirety and New Sections 3.5.3 through 3.5.7 are hereby added as follows:

"3.5.2 On-Site Water Lines. Landowner shall construct all on-site water lines, including those major on-site transmission mains shown on **Exhibit E**, as and when required for development within the Campus Oaks Property, as determined by the City based on the timing and scope of development of the Campus Oaks Property from time to time proposed by Landowner. All such improvements shall be constructed pursuant to City's Improvement Standards and shall be subject to City plan review, construction inspection and final approval. Landowner shall pay then current plan check and inspection costs as incurred by City for review and inspection of any such improvements. Sizing of pipes shall be as set forth on said **Exhibit E**, subject to any revisions thereto as deemed necessary by the City to serve development of the Campus Oaks Property based on any water master plan updates required by the City in connection with Landowner's development. Notwithstanding any other provision of this Agreement, unless fire flows are maintained and a non-loop system is approved by the Environmental Utilities Director, all areas of the Campus Oaks Property shall at all times be supplied by a loop system. Landowner shall install backflow devices to City's then current specifications at each point where a private on-site water line joins the City-owned water supply system.

"3.5.2.A Phasing of On-Site Lines. The water phasing plan shall consist of the development and extension of an on-site looped water system as shown on Exhibit E, as and when required by the City to be installed by Landowner based on the portion(s) of the Campus Oaks Property then proposed for development by Landowner. All development will be served by the City of Roseville's existing 24" water line. At a minimum, as and when Landowner proposes to install any roadways within the Campus Oaks Property within which the water lines shown on Exhibit E will be located, Landowner shall be obligated to install the water lines located within such road rights of way. In particular, and without limitation thereof, in consideration of Landowner's commitment to construct all of HP Way within the Campus Oaks Property prior to recordation of the first small-lot subdivision map or issuance of the first building permit within the Campus Oaks Property, Landowner shall be obligated to install the water lines proposed to be located within HP Way concurrently with its construction thereof. Except as provided above based on any water master plan updates required by the City, City shall have no right to require any changes, modifications or increases in the on-site water line system set forth in Exhibit E, provided Landowner may request changes thereto, subject to the reasonable review and approval of the Environmental Utilities Director.

"3.5.2.B Public Utility Easements. Landowner shall offer to dedicate to City a public utility easement for the ownership and maintenance of all water lines to be installed within the Campus Oaks Property, and City shall accept such lines, subject to improvement of the water lines to the then current City standard. In the event Landowner subdivides any portion of the Campus Oaks Property, all lots or parcels created by such subdivision shall be required to be served with water service from a City-owned water line located within an accepted public utility easement and shall install backflow devices and meters as required by City. Until City accepts any such public utility easement(s), Landowner shall be responsible for maintenance of all on-site water lines and facilities and backflow devices.

"3.5.2.C Reservation of Well Site. Landowner hereby offers to dedicate to City a groundwater well site in the area within the Campus Oaks Property referred to as Parcel CO-76 and generally shown on Exhibit F attached hereto (the "Well Site"). As shown thereon, the Well Site is adjacent to and shall have access to the 16" water line to be installed within Painted Desert Drive. The Landowner shall be responsible for the construction of a monitoring well for determining water production and quality. The Landowner shall contact the City prior to construction of the monitoring well to receive approval from the City Environmental Utilities Director on the associated construction and sampling plans. The monitoring well shall be commenced prior to the issuance of the first building permit. The production well casing will be designed for Aquifer Storage and Recover (ASR) purposes. Financing for the costs of the production well are included in the City Water Department's CIP program and as such the City shall be responsible for constructing the production well and the above ground improvements such as pumping, treatment and well building facilities.

"It is the intent of this Section 3.5.2.C (and the Parties) that the groundwater well location identified within the Campus Oak Master Plan be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowner shall, at its own cost, work with the City to relocate the site within the Campus Oaks Master Plan until these objectives are satisfied. If no satisfactory site can be identified within the Campus Oaks Master Plan, and upon approval from the City Environmental Utilities Director, an off-site location may be identified and the monitoring well drilled at the alternative

site at Landowners expense. All conditions set forth in this Section 3.5.2.C shall remain in force.

"Landowner shall offer to dedicate to City, without compensation and upon recordation of the Large Lot Map, the Well Site identified as Parcel CO-76. Landowner shall be responsible for installing all frontage improvements to Parcel CO-76, including storm drainage, water, wastewater, electric and fiber. The storm drain shall be sized with sufficient capacity to enable flows up to 1,800 gallons per minute to facilitate flushing the water well. The use of such Well Site shall be limited for the purpose of constructing and maintaining an ASR groundwater well for potable water storage recovery and appurtenant uses. The term of this dedication shall commence upon the Effective Date of this Agreement and shall terminate on the expiration of this Agreement or upon written notice from City that it will not need the Well Site for potable water purposes, whichever occurs first.

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

"3.5.4 Confirmation of Water Supply. The City has determined, even without Landowner's planned utilization of Recycled Water and implementation of the Water Conservation Plan, that the water demand for the Project is less than the demand originally associated with the previously approved land uses for the Campus Oaks Property and, therefore, the available water supply, as originally set-aside to serve development of the Campus Oaks Property, is sufficient to serve all of the Project. This determination was the conclusion of a review of the demand and source issues originally planned for the Property, and as modified by the projected build-out of the Project, based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Campus Oaks Master Water Conservation Plan (June 18, 2015) as shown in **Exhibit M**.

"The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies, and, in drought or emergency situations, the use of groundwater. City and Landowner are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid and are adequately served by the water demands and sources originally planned for development of the Property.

"3.5.5 Water System Sequencing. Water system facilities shall be constructed as required by the City and concurrently with the construction of the road improvements described in Section 3.8 of this Agreement. Extensions into the neighborhoods will be completed with their respective development. Water line extensions shall be sequenced to

assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.

"3.5.6 Public Utility Easements. 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.

"3.5.7 Disclosure to Buyers. Landowner shall disclose to all residential and nonresidential buyers that the Campus Oaks Property will be served by both surface water and groundwater supplies and that variations in the appearance, taste and color of water may be noticed from time to time and include such disclosure in the CC&Rs for the Campus Oaks Property. The disclosure shall describe the location of the groundwater well.

"As further disclosure Landowner shall install signage at the Well Site on Parcel CO-76 describing the facilities to be constructed on the subject site. Signs shall be provided per City specifications. The Environmental Utilities Director must review and approve sign layouts prior to installation.

"3.5.8 Water Softeners. As part of its development of the Campus Oaks Property, Landowner and its successors shall not provide water stubouts for the installation of water softeners."

h. New Section 3.6.2.A (Sewer Improvements). New Section 3.6.2.A is hereby added as follows:

"3.6.2.A On-Site Sewer Lines Within Campus Oaks Property. Landowner shall construct all on-site sewer lines within the Campus Oaks Property, including those major on-site transmission mains shown on **Exhibit G**, as and when required for development within the Campus Oaks Property, as determined by the City based on the timing and scope of development of the Campus Oaks Property from time to time proposed by Landowner. Sizing of pipes shall be as set forth on said **Exhibit G**, subject to any revisions thereto prior to construction thereof as deemed necessary by the City to serve development of the Campus Oaks Property and as may also be needed to serve planned development of other Property within the Master Plan Area based on any sewer master plan updates required by the City in connection with Landowner's development. If City requires such upsizing, City will be responsible for the costs of such upsizing in recognition that Landowner will be sizing the Infrastructure CFD financing to install the system described in **Exhibit G**.

The sewer phasing plan for the Campus Oaks Property shall consist of the development and extension of the sewer transmission mains as shown on **Exhibit G**, as and when required by the City to be installed by Landowner based on the portion(s) of the Campus Oaks Property then proposed for development by Landowner. At a minimum, as and when Landowner proposes to install any roadways within the Campus Oaks Property within which the sewer lines shown on **Exhibit G** will be located, Landowner shall be obligated to install the sewer lines located within such road rights of way. In particular, and without limitation thereof, in consideration of Landowner's commitment to commence construction of all of HP Way within the Campus Oaks Property prior to issuance of the first building permit within the Campus Oaks Property, Landowner shall be obligated to install the sewer lines proposed to be located within HP Way concurrently with its construction thereof.

Except as provided above based on any sewer master plan updates required by the City, City shall have no right to require any changes, modifications or increases in the on-site sewer line system set forth in **Exhibit G**, provided Landowner may request changes thereto, subject to the reasonable review and approval of the Environmental Utilities Director.

Landowner acknowledges that, if any sewer line, or portion thereof, is installed within the Campus Oaks Property by other owners within the Master Plan Area prior to Landowner's development of the Campus Oaks Property that requires such sewer line, Landowner will be obligated to reimburse such other constructing owner for its share of the cost thereof, or portion thereof then serving development of the Campus Oaks Property, in accordance with the reimbursement provisions related thereto in the Second Amendment. Similarly, if Landowner installs any sewer line improvements within Campus Oaks that are sized or used to serve development of other Parcels within the Master Plan Area, City shall use good faith efforts to cause the owner(s) of such benefitted Parcel(s) to reimburse Landowner for its share of the cost thereof consistent with the reimbursement provisions of the Second Amendment."

i. **Revised Section 3.7 (Solid Waste)**. Section 3.7 is hereby revised to read as follows:

"3.7 **Solid Waste**. Landowner shall be required to utilize City of Roseville Solid Waste hauling services per the City of Roseville Municipal Code, Sections 9.12 and 9.17, and specifically Section 9.17.100 – Periodic refuse collection prohibited."

j. **Deleted Sections 3.8.4 and 3.8.5, Revised Sections 3.8.1 and 3.8.8 and New Sections 3.8.11 and 3.8.12 (Road Improvements)**. Sections 3.8.4 and 3.8.5 are hereby deleted, Sections 3.8.1, 3.8.2.E and 3.8.8 (excluding subsections 3.8.8.A, and 3.8.8.B thereof, which are not modified hereby) are hereby revised in their entirety, and New Sections 3.8.2.F, 3.8.11 and 3.8.12 are hereby added as follows:

"3.8.1 **Blue Oaks Boulevard**:

"3.8.1.A Landowner shall construct the frontage improvements along Blue Oaks Boulevard consisting of curb, gutter and remaining asphalt to connect to the existing Blue Oaks Boulevard roadway improvements, streetlights, and electric trench to underground the existing 12kv electric line from its intersection with Foothills Boulevard to its intersection with Woodcreek Oaks Boulevard, as shown in cross-section in **Exhibit C-1**. Unless otherwise constructed in part by the owner of Parcel 3 in connection with its development of Parcel 3 prior to development of the Campus Oaks Property, Landowner shall commence construction of the foregoing improvements along Blue Oaks Boulevard between Foothills Boulevard and Woodcreek Oaks Boulevard within twelve (12) months of the first sale of bonds by the Infrastructure CFD (which will include the amount then estimated by the City to construct such improvements), subject to the City's good faith processing of the improvement plans for Blue Oaks Boulevard pursuant to this Agreement. Improvements to Blue Oaks Boulevard shall be completed within three (3) years from the earlier of the following: (1) sale of bonds by the first Infrastructure CFD acquisition; (2) if Landowner receives a building permit for a building located within three hundred feet (300') or less of the southerly right of way for Blue Oaks Boulevard; or (3) any roadway connection is made to Blue Oaks Boulevard, whichever occurs first. Provided, however, Landowner shall not be obligated to install any portion of the frontage improvements along Parcel 3 if and to the extent the installation thereof requires the cooperation of the owner thereof to provide construction access and right of way dedication to facilitate such construction and such necessary access and right of way dedication is not provided by such owner.

"Sidewalk improvements shall not be required to be installed along Blue Oaks Boulevard within the Campus Oaks Property except in connection with the issuance of a building permit for a building within Campus Oaks Property within 300' or less of the Blue Oaks Boulevard right of way, in which case such sidewalk improvements shall be installed by the applicant for such building permit. All improvements to be installed by Landowner shall comply with City's then current standards for public streets. Auxiliary lanes, deceleration lanes and bus turnouts can encroach into the public utility easement (PUE)/landscape setback easement (LSE).

"3.8.1.B In addition to and in conjunction with the improvements to Blue Oaks Boulevard required in subsection 3.8.1.A herein, Landowner shall construct the southerly one-half (1/2) of the landscape median in Blue Oaks Boulevard between Foothills Boulevard and Woodcreek Oaks Boulevard, as shown in **Exhibit C-1**. In the event that the City has sufficient funds to pay for the costs of the northern one-half (1/2) of the landscaping, and at the City's request at the time of construction, Landowner shall construct the entire landscaped median with funding from the City for the northern one-half (1/2) of the landscaping, which funding shall be paid by the City concurrently with Landowner's payment of its share of the costs to the contractor for such work."

"3.8.2.E In addition to and in conjunction with the improvements to Woodcreek Oaks Boulevard, Landowner shall construct the easterly one-half (1/2) of the landscape median in Woodcreek Oaks Boulevard between Blue Oaks Boulevard and the southerly edge of the property as shown in **Exhibit C-1**. In the event that the City has sufficient funds to pay for the costs of the western one-half (1/2) of the landscaping, and at the City's request at the time of construction, Landowner shall construct the entire landscaped median with funding from the City for the western one-half (1/2) of the landscaping, which funding shall be paid by the City concurrently with Landowner's payment of its share of the costs to the contractor for such work."

"3.8.2.F Prior to the issuance of the first building permit within the Campus Oaks Property, Landowner shall pay to the City the amount of \$128,488.49 per the reimbursement agreement by and between the City and the then developer of the Longmeadow Subdivision made on July 1, 2009, and approved by the City Council as Resolution 09-276. The reimbursement provides payment for public improvements along the frontage of Woodcreek Oaks Boulevard that were in excess of the capacity necessary to serve the Longmeadow Subdivision and which would have otherwise been the obligation of the Campus Oaks project." Inflationary adjustments to the amount due will begin to accrue following the approval of this Fourth Amendment based on the Engineering New Record Construction Cost Index for the United States 20 City average, averaged with the Construction Cost Index for San Francisco (CCI) until such time as the payment is made in full.

"3.8.8 Timing of and Standards for Internal Roadways. Subject to compliance with all other provisions of this Agreement, Landowner shall construct its on-site, internal roadway improvements to then applicable City Standards as and when required by the City to serve the portion(s) of the Campus Oaks Property then proposed for development by Landowner. The timing and extent of such internal road improvements required to serve development of the Campus Oaks Property, including providing any necessary secondary emergency access therefor, may be further conditioned and described by the City in connection with the City's processing and approval of subsequent approvals for the Project, including tentative subdivision maps related thereto."

"3.8.11 Immediate Construction of HP Way. Within ninety (90) days of approval of this Fourth Amendment, Landowner shall offer to the City an irrevocable offer of dedication (IOD) for the public rights of way for road and utility improvements within the Campus Oaks Property for HP Way, as shown on Exhibit C.

"Prior to issuance of the first (1st) permit for any grading, development or construction of any improvements or buildings within the Campus Oaks Property, other than a grading permit for roadway construction within the HP Way right of way, Landowner shall have obtained or caused to be dedicated an IOD to the City for all required rights of way and utility easements for the full road improvements of HP Way from Foothills Boulevard to Parcel 4. All improvements to be installed within HP Way shall comply with City's then current standards for public streets.

"Prior to the issuance of the 700th residential building permit, Landowner shall be responsible to design and commence construction of the necessary improvements to the HP Way/Foothills Boulevard intersection to include a third south bound through lane on Foothills Boulevard. The modifications shall include all utility relocations, landscape modifications, the installation of a westbound turn lane on Foothills Boulevard, RoW acquisitions, and all signal modifications as may be required. These intersection improvement costs shall be the full responsibility of the Landowner.

"3.8.12 Other Roadways. As and when Landowner seeks to obtain grading or building permits for development of the Campus Oaks Property, Landowner shall construct the applicable portions of Painted Desert Drive, New Meadow Drive and/or Crimson Ridge Way located therein required to serve such development of the Campus Oaks Property, as reflected by the phasing map attached hereto as Exhibit B. All improvements to be installed within said roadways shall comply with City's then current standards for public streets."

k. Deleted Section 3.15 (Light Rail Funding). Section 3.15 is hereby deleted.

l. Revised Section 3.17 (Reclaimed Water). Section 3.17 of the Development Agreement is hereby revised in its entirety as follows:

"3.17 Recycled Water System Improvements. Landowner shall use recycled water for the purpose of landscape irrigation for all parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses within the Campus Oaks Property. City and Landowner agree that Landowner shall use recycled water for irrigation, and Landowner agrees to pay for the costs of connecting to and extending City recycled water lines as required to irrigate landscaping for new projects.

"3.17.1 To facilitate Landowner's use of recycled water:

"3.17.1.A Landowner shall prepare a Title 22 Recycled Water Engineering Report for submittal to and review by the State Regional Water Quality Control Board and State Department of Public Health documenting the use of recycled water in the Campus Oaks Property. Prior to submittal to the State Water Quality Control Board, Landowner shall obtain approval of the City's Environmental Utilities Director. Recycled water shall not be provided for use within the project until the Title 22 Recycled Water Engineering Report has received all required State approvals.

"3.17.1.B In connection with the use of recycled water, Landowner shall be responsible for obtaining any and all ancillary necessary permits prior to actual use of recycled water and for the payment of any and all City fees and charges related thereto.

"3.17.1.C Landowner shall, at its sole cost and expense, install the recycled water lines within the planned road rights of way as generally shown in **Exhibit H** attached hereto. Such installation shall include recycled water stubs to serve the median landscaping to be installed by Landowner within Blue Oaks and Woodcreek Oaks Boulevards. Any and all recycled water lines shall be constructed pursuant to City's then current Improvement Standards to permit acceptance thereof by the City upon completion thereof and shall be subject to City plan review, construction inspection and final approval.

"3.17.1.D Landowner shall be required to add additional pumping capacity and ancillary equipment necessary to meet the increase peak demands of the project as identified in the Landowners Recycled Water System Master Plan. Landowner shall reimburse the City for the required upgrades to the pumping capacity at the North Zone and Dry Creek Wastewater Treatment Plant for actual costs of upgrades up to, but not exceeding \$300,000.

"3.17.1.E Provided the foregoing requirements are satisfied, City shall make recycled water available to Landowner at user charges specified in the Roseville Municipal Code (RMC).

"3.17.2 Improvement Standards. All recycled water improvements shall be designed and constructed pursuant to the 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 and inspection costs as incurred by City for review and inspection of such improvements.

"3.17.3 Non-Exclusive Public Utility Easement. Where the recycled water facilities are not located within road rights-of-way, as and when such facilities are installed, Landowner shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such facilities, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

"3.17.4 Recycled Water Use Disclosure to Buyers. Landowner shall disclose to all buyers that recycled water shall be used for irrigation of parks and landscape corridors, medians, paseos adjacent to collector streets and other landscape areas, including all multi-family and non-residential landscaping uses. Such disclosure shall be included in the CC&Rs for all residential buyers and other recorded notice instrument for all non-residential buyers.

"3.17.5 Terms and Conditions for Recycled Water Operations, Use, and Service. All private commercial recycled water customers within the Campus Oaks Property shall sign a Terms and Conditions for Recycled Water Operations, Use and Service prior to service meter installation and recycled water being introduced to the site per requirements of the City's Municipal Code at the time of connection."

m. New Sections 3.19 through 3.30 (Miscellaneous Landowner Obligations). New Sections 3.19 through 3.30 are hereby added as follows:

"3.19 Phases of Development. The Phases of Development of the Campus Oaks Property identified on the Map of the Project attached as **Exhibit B** are intended to illustrate

the road and related utility improvements anticipated by Landowner to be installed in connection with the development of the portions of the Campus Oaks Property within such Phases. Except as otherwise provided herein with respect to Landowner's commitment to commence construction of HP Way roadway and ancillary utilities prior to the issuance of any building permits within the Campus Oaks Property, this Phasing map shall not be deemed to imply that Landowner is obligated to develop the Campus Oaks Property in any particular order or sequence or is required to complete development within any Phase prior to commencement of development within any other Phase of the Campus Oaks Property.

Landowner acknowledges that modifications to the Phasing Plan as shown in **Exhibit B** shall require additional City Review. Landowner shall be responsible for all costs associated with the preparation of any required special studies and for the associated cost of time and materials of City Staff for the review and processing of the requested information as deemed necessary by City.

"3.20 Miscellaneous Public Facilities, Services and Disclosures

"3.20.1 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.

"3.20.2 Public Benefit Fee. As partial consideration for this Agreement, to offset a portion of the impact of this Project and the associated conversion from an industrial land use into a residential land use, and to ensure that the Project will benefit the current and future residents of Roseville, Landowner shall pay a Public Benefit Fee at the time of obtaining each residential building permit for the Project. The Public Benefit Fee for each low-density and medium density residential unit shall be \$1,280. The Public Benefit Fee for each high-density residential unit shall be \$845.

"3.20.3 [Intentionally Omitted]

"3.20.4 Signage for Future Public Facilities. Landowner shall provide, install and maintain signage at the following public facility sites to alert residents of future facilities: park sites (parcels CO-61, CO-62, and CO-64), fire station (parcel CO-75), and bike trails where they will abut residential property, per City specifications and applicable sign permits.

"3.20.5 Signage for Future Tech/Business Park Development. Prior to development of Parcel CO-52, Landowner shall provide, install and maintain signage at Parcel CO-52 to alert residents of future development of tech/business park uses planned for Parcel CO-52 facing the residential parcels across HP Way pursuant to the applicable sign permit therefor.

"3.20.6 Construction Waste. Landowner shall comply with construction waste requirements set forth in the CA Green Building Code and The City's Construction & Demolition Recycling Ordinance, Chapter 9.17.000. All construction debris shall be delivered to the Placer County Western Regional Materials Recovery Facility. Landowner shall require that contractors and subcontractors submit to the City Environmental Utilities Department records of waste diversion and disposal in order to verify compliance with this requirement.

"3.20.7 Weed Abatement on P/QP Parcels. Prior to acceptance by the City of any P/QP parcel, Landowner shall maintain such P/QP parcel to meet City's weed abatement standards.

"3.21. School Fee Agreements. Landowner has entered or will enter into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District (collectively, the "Districts"), prior to any subdivision map approval or issuance of any building permit, to mitigate the impacts of development of the Campus Oaks Property on said Districts. Such agreements outline the timing and amount of development impact fees payable by development of the Campus Oaks Property to mitigate such impacts. With the execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall process and approve any subdivision maps or other such entitlements for the Campus Oaks Property and issue any building permits for development thereof consistent with the Entitlements. Landowner agrees that a default under any of these school agreements shall also constitute a default under this Agreement.

"3.22. Community Facilities District - Public Facilities (Project Infrastructure).

"3.22.1 Formation. Landowner and City shall form a Community Facilities District for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the Campus Oaks Property (an "Infrastructure CFD"). City and Landowner shall use their best efforts to cause to be formed the Infrastructure CFD for the purpose of financing the acquisition or construction of some or all of the improvements and facilities and payment of capital facility fees eligible for CFD financing (the "CFD Eligible Improvements") within and associated with the Project, including those improvements and impact fees which will mitigate impacts of the Project upon areas inside and outside of the Project, and will be owned, operated and maintained by the City or another public agency. A list of CFD Eligible Improvements is attached hereto as **Exhibit N**.

"More specifically, the CFD Eligible Improvements are those improvements including, but not limited to roadway and frontage improvements for HP Way, Blue Oaks Boulevard, Woodcreek Oaks Boulevard, New Meadow Drive, Painted Desert Drive and Crimson Ridge Way; traffic signals; right of way acquisitions; water, sewer, recycled water, and drainage improvements and appurtenances; landscape and landscape irrigation and drainage facilities; environmental mitigation and remediation; bicycle and pedestrian facilities; parks and paseos within the Campus Oaks Property and the HP2/CO64 Park; electrical and dry utility improvements; transit improvements; masonry walls; development impact fees; design, engineering, surveying, construction management, and security for CFD Eligible Improvements; and other improvements and/or impact fees as which are defined as authorized improvements under the Infrastructure CFD selected by the City or any ordinance under the City.

"Formation of the Infrastructure CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. Landowner shall be allocated and assessed special taxes as specified in a tax formula agreed to by City and

Landowner, in accordance with the financing plan for the Project. The rights and obligations under this Section 3.22 shall survive the termination or expiration of this Agreement.

"i. Terms of CFD. City and Landowner agree that, to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner further agree that, to the extent permitted by law, the City agrees to the following:

"(a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test).

"(b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt to fund the acquisition or authorized facilities, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement during the first ten (10) years of the Special Tax levy.

"(c) City shall not unreasonably deny the Maximum Annual Tax escalating at 2% per year.

"(d) Authorized facilities shall include, among other items, development impact fees for public improvements.

"(e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Landowner during the first ten (10) years of the Infrastructure CFD for the costs and/or acquisition of any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.

"(f) Landowner may utilize the Statewide Community Infrastructure Program ("SCIP") for any eligible impact fees.

"(g) Landowner may utilize a phased bond sale or sales.

"(h) Landowner may utilize private placement of bonds.

"ii. Acquisition Agreement. Concurrent with formation of the Infrastructure CFD, Landowner and City shall enter into a shortfall agreement as defined in the Funding, Construction, and Acquisition Agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance the costs of the CFD Eligible Improvements, to the extent that the bonds issued by the Infrastructure CFD do not provide sufficient funding for the completion of such Improvements, subject to reimbursement/acquisition by pay-as-you-go proceeds to the extent available.

"iii. Alternative Financing. Nothing herein shall be construed to limit Landowner's option to install the public improvements through the use of traditional assessment districts or private financing.

“3.23 Community Facilities District - Public Services (Services CFD).

“3.23.1- Formation of Campus Oaks Public Services CFD. No residential building permit, excluding permits for model homes, or certificate of occupancy for non-residential uses, shall be issued until a Community Services District - Public Services has been formed to include the Campus Oaks Property (“Public Services CFD”). Landowner consents to and shall cooperate in such formation or other such financing mechanism for maintenance purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.23.1(i) below. Formation of the Public Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The Public Services CFD will fund maintenance of landscaping, paseos and open space (parcels CO81 and CO82), neighborhood parks within the Campus Oaks Property, and the neighborhood park components of the HP2/CO64 Park. The rate and method for the Public Services CFD shall reflect differential tax rates between low density residential, medium density residential, high density residential, and non-residential land uses.

“i. Public Services. The Public Services CFD shall provide the funds required for the performance of maintenance obligations consisting of the following:

“(a) Autumn leaf cleanup for collector and local streets;

“(b) Maintain neighborhood parks within the Campus Oaks Property and the neighborhood park improvement components to be installed within the HP2/CO64 Park and accepted by the City;

“(c) Maintain paseos, and medians, and landscape corridors, including masonry walls installed therein along arterial roadways where they are adjacent to low and medium density residential land uses within the Campus Oaks Property, and medians within HP Way, and median landscaping within Woodcreek Oaks Boulevard and Blue Oaks Boulevard adjacent to and fronting the Campus Oaks Property;

“(d) Maintain bikeways and trails and their appurtenances (drainage [limited to culverts or outfall pipes from adjacent subdivisions or roads], signs, benches, striping and ancillary landscaping) within and adjacent to the Campus Oaks Property;

“(e) Maintain City and neighborhood entry features within the Campus Oaks Property, public rights-of-way and ancillary landscaping;

“(f) Conduct any necessary environmental mitigation monitoring, and the annual review thereof, as and to the extent required by the Mitigation Monitoring Plan related to the EIR and Addendum, and annual Development Agreement review and implementation;

“(g) Inspect, monitor, and maintain all water quality structural controls, storm management facilities (and programs) within rights-of-way and open space;

“(h) Maintain open space parcels CO81 and CO82, including general maintenance, signage and City-owned fence maintenance, and trash and debris collection;

“(i) Conduct all monitoring, reporting and adaptive management for and maintenance of the open space preserve area previously dedicated to and accepted by

the City consistent with the 404 Permit and O&M Plan (the "Preserve Maintenance Costs"), as more particularly described in that certain Agreement to Fund Maintenance Costs between the City and Hewlett-Packard Company, dated June 18, 2008, and recorded against the Campus Oaks Property as Document No. 2008-0053391 (the "Maintenance Funding Agreement"). Such Preserve Maintenance Costs shall be financed by this Public Services CFD if and only if Community Facilities District 4 (Annexation 4) previously formed by the City to finance such costs is terminated, discontinued or otherwise unable to fund such Preserve Maintenance Costs. By authorizing these Preserve Maintenance Costs for financing under this Public Services CFD and thereby providing additional assurance to the City that these Preserve Maintenance Costs will be funded in perpetuity, the City acknowledges that, upon formation of this Public Services CFD, the requirement to provide such additional assurances under the Maintenance Funding Agreement shall be deemed fully satisfied and City shall cooperate in any additional documentation required to remove the Maintenance Funding Agreement from the Campus Oaks Property as a document of public record;

"(i) Maintain fire breaks within open space areas; and

"(j) Maintain a Replacement Reserve Fund for repair and replacement of entry features, signage, lighting, landscaping and irrigation retrofits in paseos, medians and landscape corridors, and other special features including structures, park features/amenities, etc. included in the areas to be maintained through the Public Services CFD, as indicated in the Design Guidelines.

"3.23.2 Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to the City shall be excluded from any assessment imposed by the Public Services CFD.

"3.24 Community Facilities District – Municipal Services (Annexation to CFD 3).

"3.24.1 Formation/Annexation; Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until a Community Facilities District – Municipal Services ("Municipal Services CFD") has been formed or the Campus Oaks Property has been annexed to the City's existing Municipal Services CFD. Landowner consents to and shall cooperate in such formation or other such financing mechanism for services purposes and consent herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.24.2. Formation of or annexation to the Municipal Services CFD shall be pursuant to and consistent with the requirements of this Agreement and Government Code Section 53311, et seq. The initial amount of the maximum special tax shall be in accordance with the Municipal Services District Rate, Method, and Apportionment ("RMA"), and adjusted annually for inflation. The initial amount of the maximum special tax (for the 2015/16 City fiscal year, and as subsequently adjusted annually) shall be \$156 for LDR units, \$91 for MDR units, \$46 for HDR units, \$366 per acre for business professional/tech/business park land uses, and \$425 per acre for commercial land uses. City shall initiate the necessary steps to revise the RMA in the

City's existing Municipal Services CFD to conform to the above-referenced initial amounts of maximum special taxes.

"3.24.2 Municipal Services. The Municipal Services CFD shall provide the funds required to offset the Project's impact on City general fund resources available to pay for municipal services citywide, including the Project. The funds shall be utilized for general fund purposes.

"3.25 Fire Station Site. Landowner shall reserve for transfer to the City an approximately 2.15 acre site (Parcel CO-75), for use as a fire station at the location shown in the Campus Oaks Master Plan and as shown in Exhibit J attached hereto. The net buildable area (i.e., an area of land, which may be fully and completely utilized for structures and other improvements) shall be no less than 2.15 acres. Site frontage improvements and site preparation as described below are to be completed by Landowner prior to City acceptance of Landowner's conveyance of the site and funded from the Infrastructure CFD bond proceeds.

At Landowner's expense, site grading, frontage improvements including roadways, curb and gutter, sidewalks and utility services (including water, sewer, gas, electric, voice/data communication, fire systems and other such utility services) shall be completed prior to transfer of the site to the City consistent with the City's Grading Ordinance. If retaining walls are required, the retaining wall shall be a split faced.

Prior to recordation of the first small lot residential subdivision map or issuance of first building permit, Landowner shall also fund from the Infrastructure CFD the City's cost, not to exceed \$10,000, a propagation study to determine if a public safety radio tower will be needed on the site when the station is in operation.

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

- "1. Designation of Blue Oaks Boulevard as a truck route.
- "2. The existence of this Development Agreement on the Campus Oaks Property. However, this notice shall not extend to the purchaser of a completed individual single family residential unit.
- "3. The Project will be served by surface water supplies and by groundwater supplies.
- "4. Recycled water will be used to irrigate parks and landscape setbacks, medians, paseos and other landscape areas including all multi-family and non-residential landscaping uses.
- "5. Requirement to implement water conservation measures per the project Water Conservation Plan attached hereto as Exhibit M, which may include such measures as Smart Timers.
- "6. Proximity of PG&E utility easement for high-pressure natural gas line along the eastern boundary of the Campus Oaks Property.

- "7. Requirement for fifty percent (50%) reduction in construction waste stream.
- "8. Location of schools and parks within one mile.
- "9. Parcels adjacent to Open Space may have a public bike trail and appurtenances adjacent to said parcels.
- "10. Location of well site.
- "11. Owners of residential units adjacent to separated sidewalks shall be responsible to maintain area between curb and sidewalks.
- "12. Masonry walls, within the City right-of-way will be owned by the City, which is responsible for their maintenance, repair and replacement.
- "13. Solar envelope impact: Landowner shall disclose to all residential and nonresidential buyers that certain properties, specifically those adjacent to major arterials and collector streets where City-maintained landscaping is installed, may impact the buyer's opportunity to install solar panels or structures or the efficiency or effectiveness of such solar panels or structures. And that this is primarily due to the trees within the street landscapes as being generally medium to large shade trees, which may cast shade, leaf litter, or other natural affects onto the adjacent property.
- "14. Designation of Blue Oaks Boulevard, Woodcreek Oaks Boulevard, HP Way, Painted Desert Drive and Crimson Ridge Way as potential fixed-route transit routes, including a map of the planned transit stops and park and ride within the Campus Oaks Property.

"If Landowner records any Property CC&Rs, such CC&Rs shall include the foregoing disclosures and the foregoing disclosures shall not be omitted or deleted from the CC&Rs without the City Attorney's prior written approval."

"3.27 Transportation Systems Management. Landowner and its successors shall comply with the City's Transportation Systems Management Ordinance.

"3.28 Park-and-Ride Lot. A twenty (20) space park and ride lot shall, as shown on Exhibit C, be constructed by Landowner at its expense on Parcel CO-41 when said parcel is developed. Maintenance of the improvements shall be the responsibility of the Landowner. Park and ride lots shall allow for parking daily between the hours of 5:00 am and 10:00 pm.

"3.29 Alternative Transportation Modes Marketing. 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 the Alternative Transportation Division to obtain current City prepared and produced information.

"3.30 Master Plan Funding. Landowner shall pay their fair share on a City-wide basis of the Long Range Master Transit Plan (LRMTP), the Short Range Transit Plan, and Bicycle Master Plan. The fair share payment for each shall be paid to the City prior to recordation of the large lot final map. Total City-wide fair share costs for all plans shall not exceed \$3,500."

n. Revised Section 4.2.1 (Reimbursements for Road Improvements). Section 4.2.1 is revised to read as follows:

"4.2.1 Reimbursements for Road Improvements. Roadway improvements, including the installation or modification of traffic signals along Woodcreek Oaks Boulevard Blue Oaks Boulevard, and HP Way in excess of required Frontage Improvements, and constructed by Landowner pursuant to this Agreement shall be subject to reimbursement. Eligible reimbursement improvements include one-half (1/2) of the landscaped median along the frontage of Woodcreek Oaks Boulevard and along the frontage of Blue Oaks Boulevard adjacent to Parcels 3 and 4, the placement of 10 feet of roadway base and pavement along the frontage of Woodcreek Oaks Boulevard, the placement of excess pavement of the 4 lane sections of HP Way in excess of project frontage obligations, and signal improvements along the frontages of Woodcreek Oaks and Blue Oaks Boulevards. The reimbursement shall be administered as follows; a funding, construction and acquisition agreement (the "Funding, Construction and Acquisition Agreement") between Landowner and City shall provide for reimbursement of the City's share of landscaped medians. As provided in Sections 3.8.1.B and 3.8.2.E above, City shall reimburse the Landowner for the City's share of the cost of design upon approval of such plans and execution of the Funding, Construction and Acquisition Agreement related thereto and shall pay for its share of the costs of installation of the landscaped medians concurrently with Landowner's payment of its share of such costs, subject to City approval of such costs in accordance with the Funding, Construction and Acquisition Agreement. The reimbursement for the roadway and signal improvements will be provided through credits against the future Traffic Mitigation Fees, spread over all the residential and commercial Dwelling Unit Equivalents (DUEs) collected at the time of building permit issuance.

Within thirty (30) days of City acceptance of improvement plans, and prior to the commencement of construction, the City and Landowner shall enter into the Funding, Construction and Acquisition Agreement for the reimbursement of the landscaped median. Prior to the construction of the roadway and signal reimbursable improvements, the Landowner shall provide estimated costs for the construction of the improvements which will be used as the basis for fee credits. Actual costs will be evaluated following construction and appropriate adjustments made. In the event that certain portions of construction follow initial construction, those costs will be evaluated and credited against the remaining DUE's not yet developed.

o. New Sections 9.7 and 9.8 (Estoppel and Mortgagee Protection). New Sections 9.7 and 9.8 are hereby added as follows:

"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.

"9.8 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering

the Campus Oaks Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Campus Oaks Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Campus Oaks Property shall be entitled to the following rights and privileges:

"9.8.1 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Campus Oaks Property made in good faith and for value, unless otherwise required by law.

"9.8.2 The mortgagee of any mortgage or deed of trust encumbering the Campus Oaks Property, or any part thereof ("Mortgagee"), which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Landowner in the performance of Landowner's obligations under this Agreement.

"9.8.3 If City receives a timely request from a Mortgagee requesting a copy of any notice of default given to Landowner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Landowner under this Agreement.

"9.8.4 Any Mortgagee who comes into possession of the Campus Oaks Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Campus Oaks Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Landowner's obligations or other affirmative covenants of Landowner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Landowner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Article II of this Agreement."

p. Revised/Updated Terminology. Wherever the Development Agreement, as amended hereby, continues to use or refer to the following capitalized terms, such capitalized terms shall have the corresponding meanings assigned thereto:

- 1) "Planning Director" shall mean and refer to "Development Services Director, as such term may be revised by the City from time to time."
- 2) "Public Works Director/City Engineer" shall mean and refer to "City Engineer, as such term may be revised by the City from time to time."
- 3) "Master Plan" shall mean and refer to the Amended Master Plan, as applied to the Campus Oaks Property.

2. **Exhibits.** The following Revised and Additional Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement with respect to the Campus Oaks Property. Accordingly, all references to the applicable Exhibits in the Development Agreement with respect to the Campus Oaks Property, as amended hereby, shall mean and refer to the corresponding Revised Exhibits and Additional Exhibits below:

Exhibit A-1	--	Property Description
Exhibit A-2	--	Diagram of Campus Oaks Property
Exhibit B	--	Land Use Map of Campus Oaks Property
Exhibit B-1	--	Map of Affordable Housing Sites
Exhibit C	--	Circulation Map
Exhibit C-1	--	Cross-Sections of Roadways
Exhibit D	--	Drainage Lines
Exhibit E	--	Water Lines
Exhibit F	--	Well Site
Exhibit G	--	Sewer Lines
Exhibit H	--	Recycled Water Lines
Exhibit I	--	Bike Trails
Exhibit J	--	Fire Station
Exhibit K	--	Map of Parks and Open Space
Exhibit L	--	Parks Financing Plan
Exhibit M	--	Water Conservation Plan
Exhibit N	--	List of Eligible CFD Improvements For Funding by Infrastructure CFD

3. **Consistency with General Plan.** The City hereby finds and determines that execution of this Fourth Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. **Amendment Limited to Campus Oaks Property.** This Fourth Amendment is limited to and applies only to development of the Campus Oaks Property and does not affect or apply in any manner with respect to the development of any other property within the Master Plan Area.

5. **Amendment; Balance of Development Agreement In Full Force.** This Fourth Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Fourth Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement shall remain in full force and effect.

6. Form of Amendment; Execution in Counterparts. This Fourth Amendment is executed in duplicated originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 5534 adopted by the Council of the City of Roseville on the 19th day of August, 2015.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: [Signature]
Rob Jensen, Acting City Manager

ATTEST:

[Signature]
Sonia Orozco, City Clerk

APPROVED AS TO FORM:

[Signature]
Robert R. Schmitt, City Attorney

APPROVED AS TO SUBSTANCE:

[Signature]
Kevin Payne
Development Services Director

LANDOWNER:

BBC ROSEVILLE OAKS, LLC,
an Illinois limited liability company

By: [Signature]
Name: Stephen G. Des Jardins
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

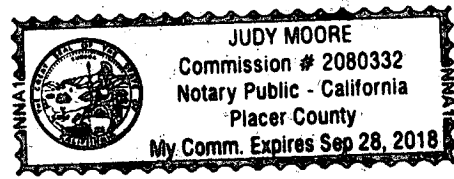
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On August 20, 2015, before me, Judy Moore, Notary Public, personally appeared Rob Jensen, 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: Fourth Amendment of Development Agreement
by and between The City of Roseville and BBC Roseville Oaks, LLC
Relative to the Campus Oaks Property of the Roseville Master Plan

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

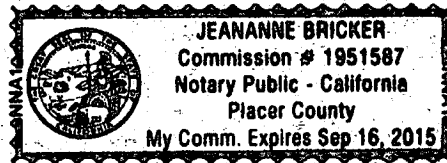
On July 28, 2015, before me, Jeananne Bricker, Notary Public
(Here, insert Name and Title of Officer)
personally appeared Stephen L. Dos Jardins
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Jeananne Bricker
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

Exhibit A-1

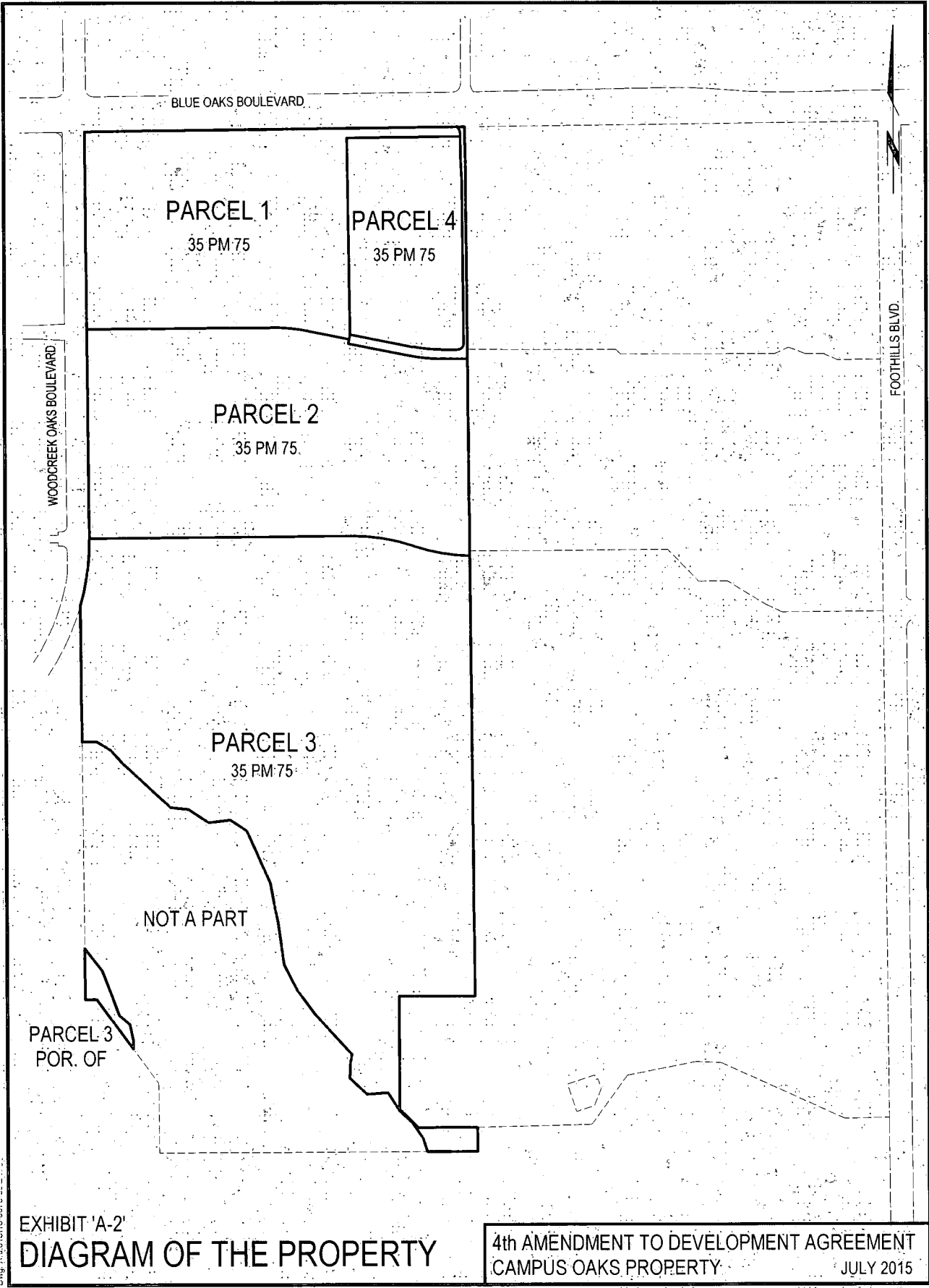
Legal Description of Campus Oaks Property

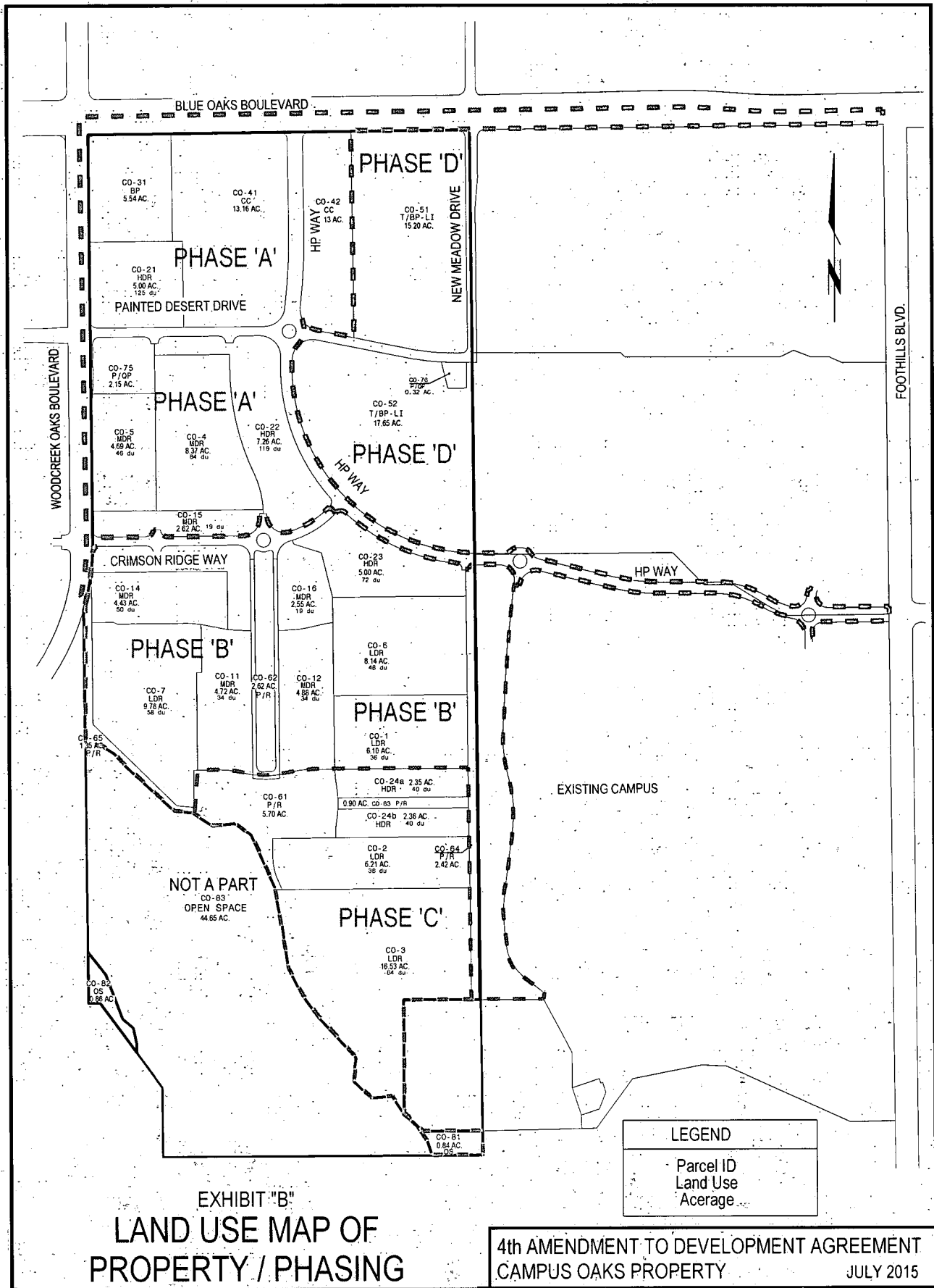
The land referred to herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

Parcel 4, as shown on that certain Parcel Map of Hewlett-Packard Subdivision No. Sub-000105, recorded on June 4, 2008, in the Office of the Recorder for the County of Placer, State of California, in Book 34 of Parcel Maps, at Page 73.

EXCEPTING THEREFROM, that portion of the land granted to the City of Roseville in that certain Grant Deed recorded July 25, 2008, as Instrument No. 2008-0060395 of Official Records.

APN: 017-230-060, 017-230-063, and 017-230-074 through -077





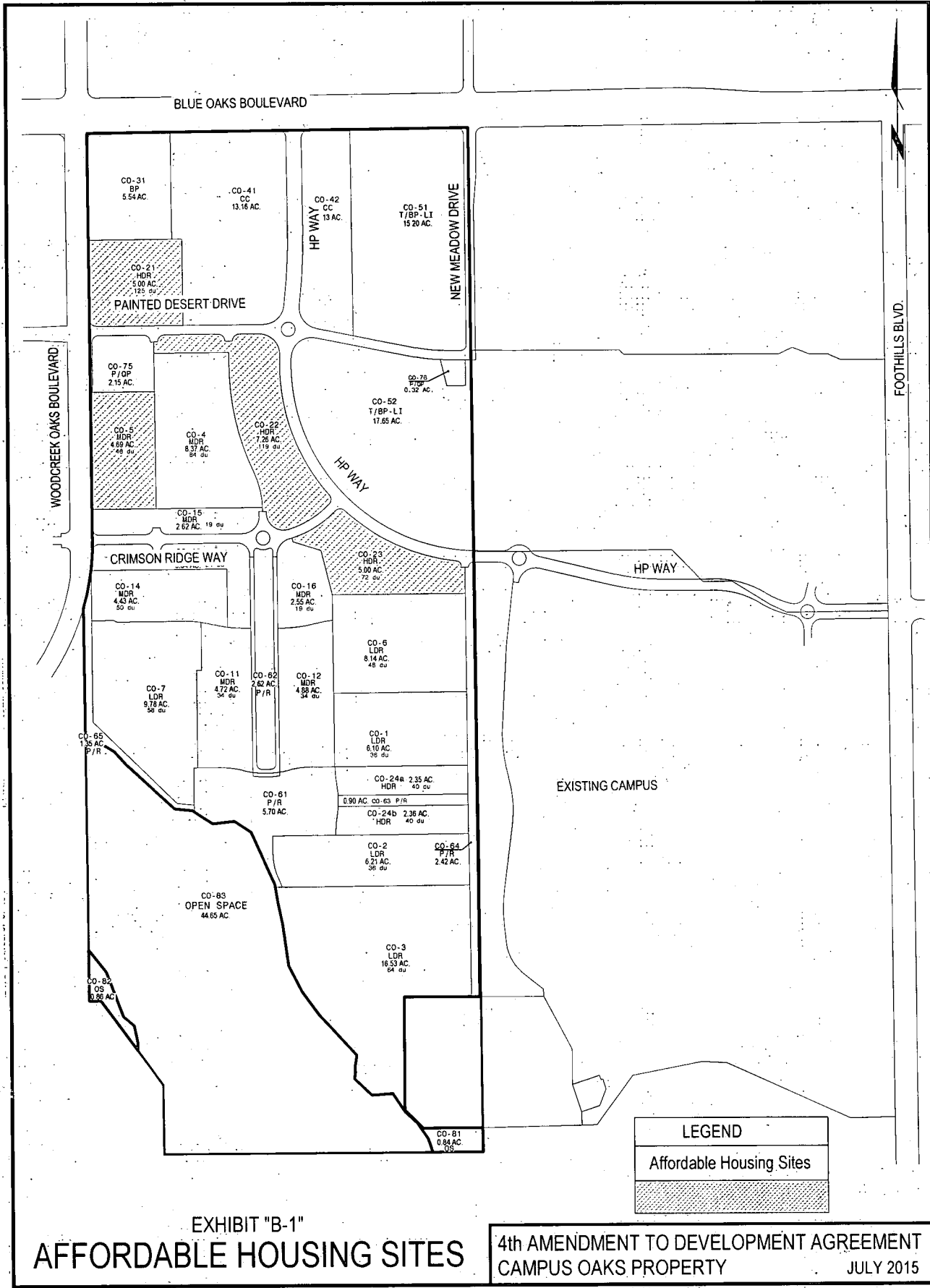

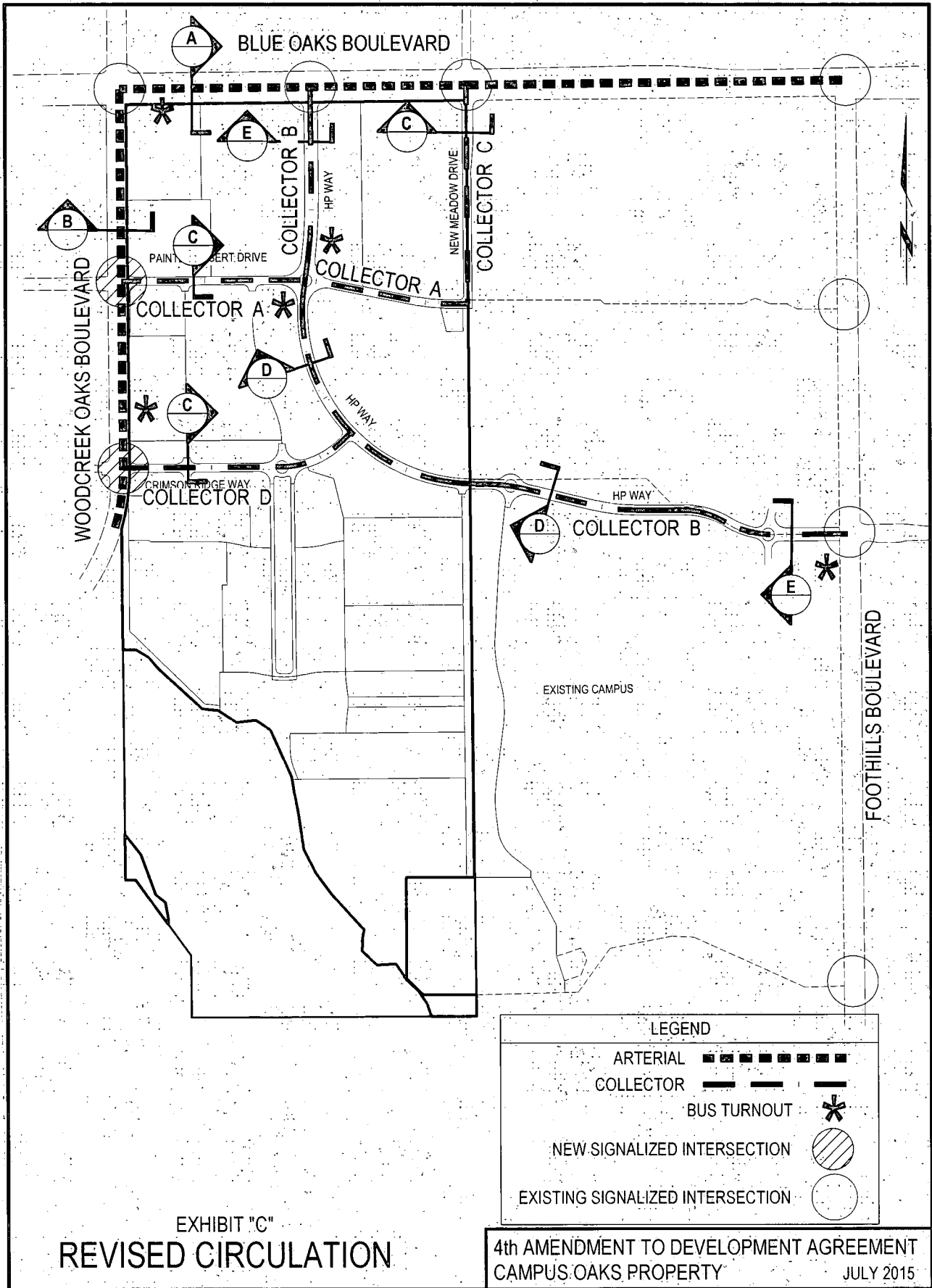


EXHIBIT "B-1"
AFFORDABLE HOUSING SITES

4th AMENDMENT TO DEVELOPMENT AGREEMENT
 CAMPUS OAKS PROPERTY
 JULY 2015

LEGEND
Affordable Housing Sites


Lot ID	Zoning	Acreage	Units	Notes
CO-31	BP	5.54 AC		
CO-41	CC	13.16 AC		
CO-21	HDR	5.00 AC	125 du	Affordable Housing Site
CO-42	CC	13 AC		
CO-51	T/BP-LI	15.20 AC		
CO-75	P/OP	2.15 AC		
CO-5	MDR	4.69 AC	48 du	Affordable Housing Site
CO-4	MDR	8.37 AC	94 du	
CO-22	HDR	7.26 AC	119 du	Affordable Housing Site
CO-52	T/BP-LI	17.65 AC		
CO-15	MDR	2.62 AC	19 du	
CO-14	MDR	4.43 AC	53 du	
CO-16	MDR	2.55 AC	18 du	
CO-23	HDR	5.00 AC	72 du	Affordable Housing Site
CO-6	LDR	8.14 AC	48 du	
CO-7	LDR	8.78 AC	36 du	
CO-11	MDR	4.72 AC	34 du	
CO-62	P/R	2.62 AC		
CO-12	MDR	4.88 AC	34 du	
CO-1	LDR	8.16 AC	36 du	
CO-24a	HDR	2.35 AC	40 du	
CO-65	P/R	0.90 AC		
CO-24b	HDR	2.35 AC	40 du	
CO-2	LDR	6.21 AC	36 du	
CO-64	P/R	2.42 AC		
CO-83	OPEN SPACE	44.65 AC		
CO-3	LDR	10.33 AC	64 du	
CO-82	OS	0.88 AC		
CO-61	P/R	5.70 AC		
CO-61	P/R	0.84 AC	05	



BLUE OAKS BOULEVARD

WOODCREEK OAKS BOULEVARD

FOOTHILLS BOULEVARD

EXISTING CAMPUS

COLLECTOR A

COLLECTOR B

COLLECTOR C

COLLECTOR B

COLLECTOR D

PAINTBERT DRIVE

NEW MEADOW DRIVE

CRIMSON RIDGE WAY

HP WAY

HP WAY

HP WAY

LEGEND






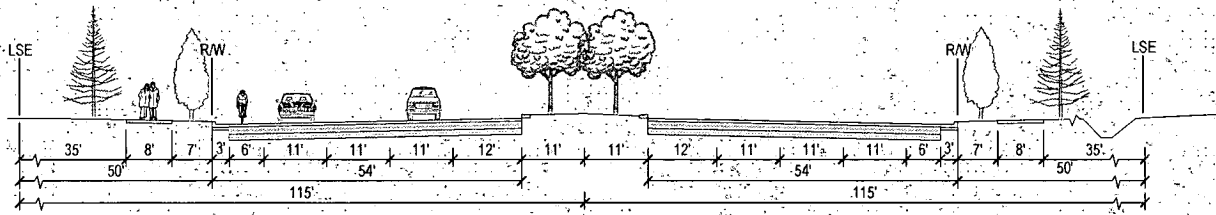
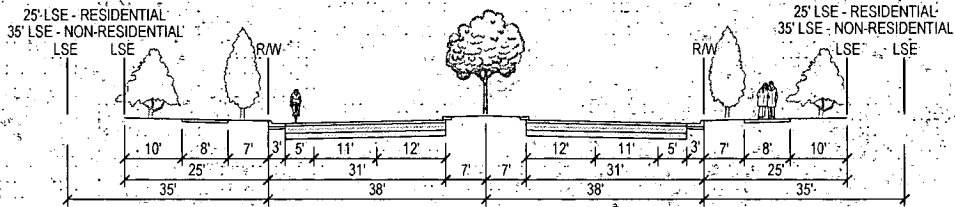
- ARTERIAL 
- COLLECTOR 
- BUS TURNOUT 
- NEW SIGNALIZED INTERSECTION 
- EXISTING SIGNALIZED INTERSECTION 

EXHIBIT "C"
REVISED CIRCULATION

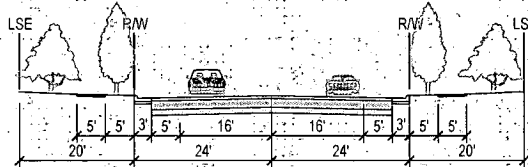
4th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS PROPERTY
JULY 2015



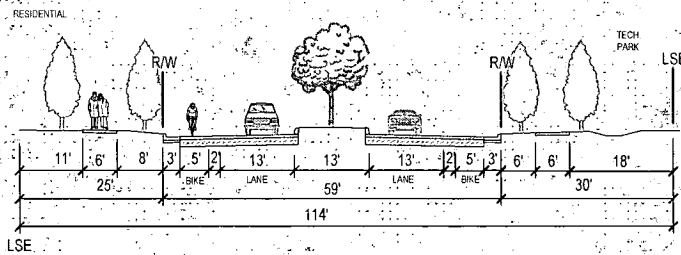
A 6-LANE ARTERIAL
BLUE OAKS BOULEVARD



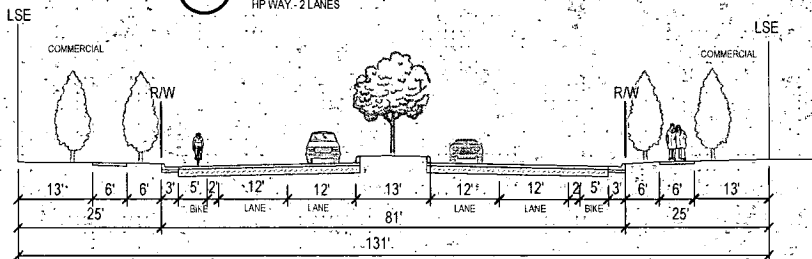
B 4-LANE ARTERIAL
WOODCREEK OAKS BLVD.



C INDUSTRIAL / COLLECTOR STREET
PAINTED DESERT / NEW MEADOW / CRIMSON



D HP WAY
HP WAY - 2 LANES



E HP WAY
HP WAY - 4 LANES

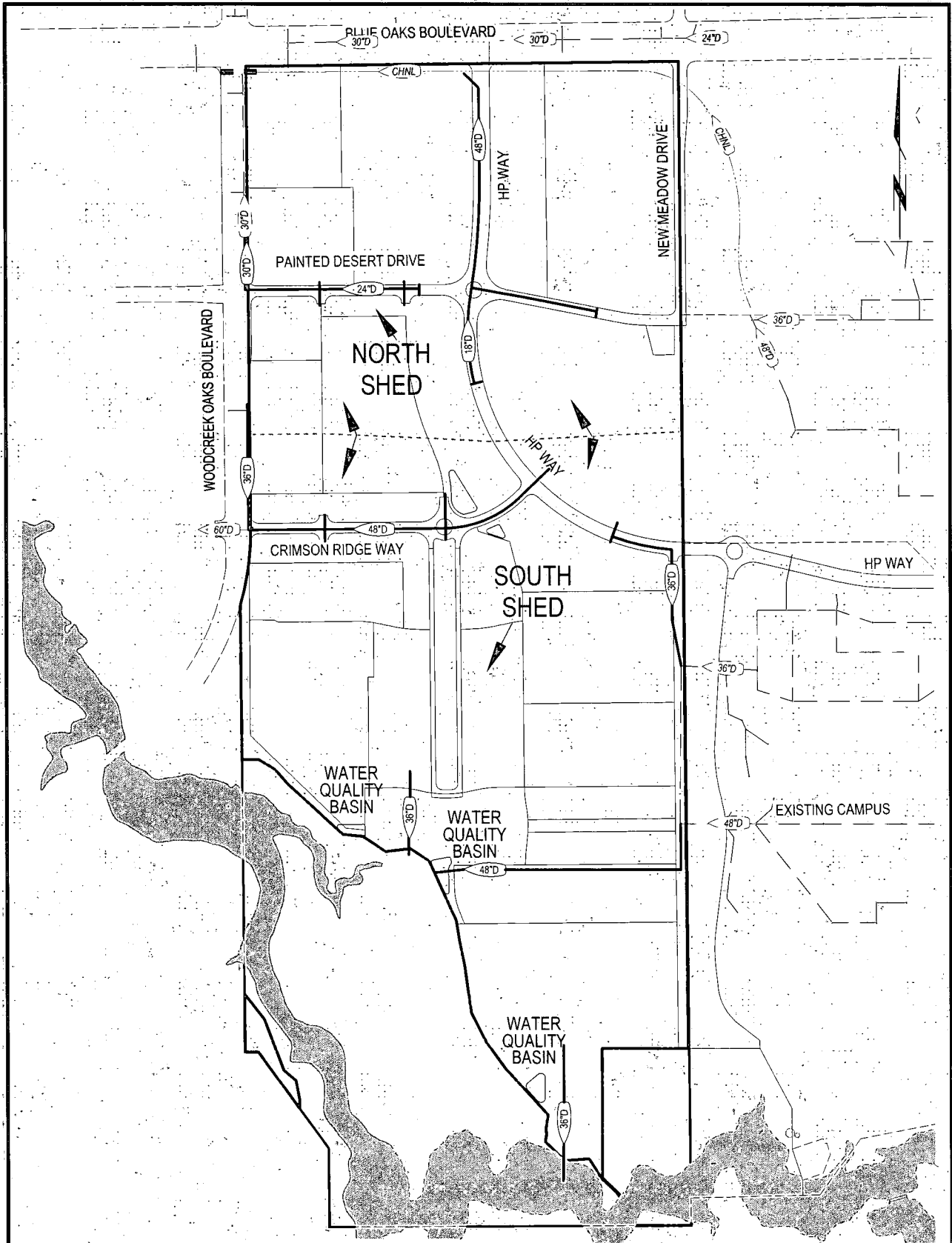


EXHIBIT "D"
DRAINAGE IMPROVEMENTS

4th AMENDMENT TO DEVELOPMENT AGREEMENT
 CAMPUS OAKS PROPERTY
 JULY 2015

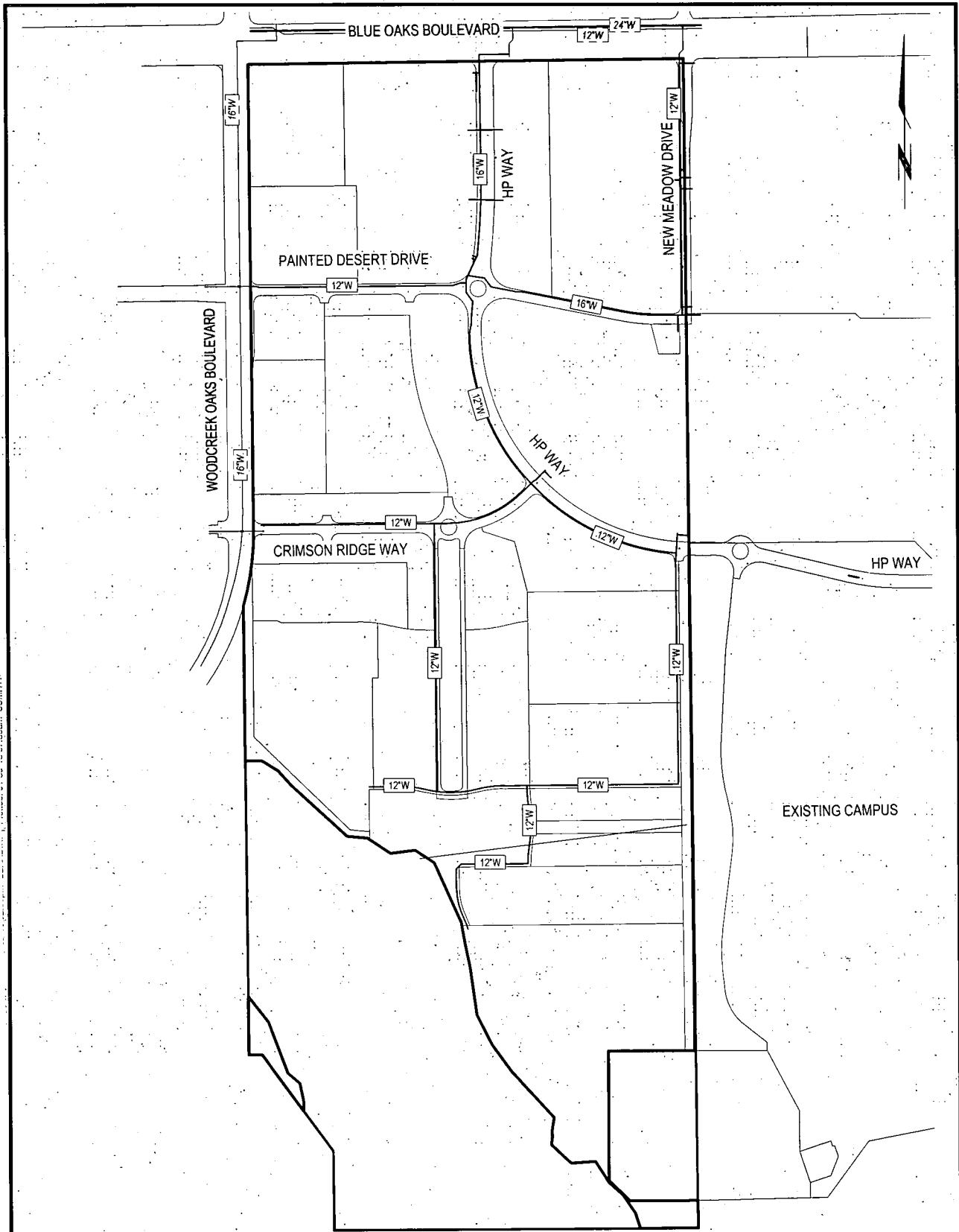


EXHIBIT "E"
WATER LINES

4th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS PROPERTY
JULY 2015

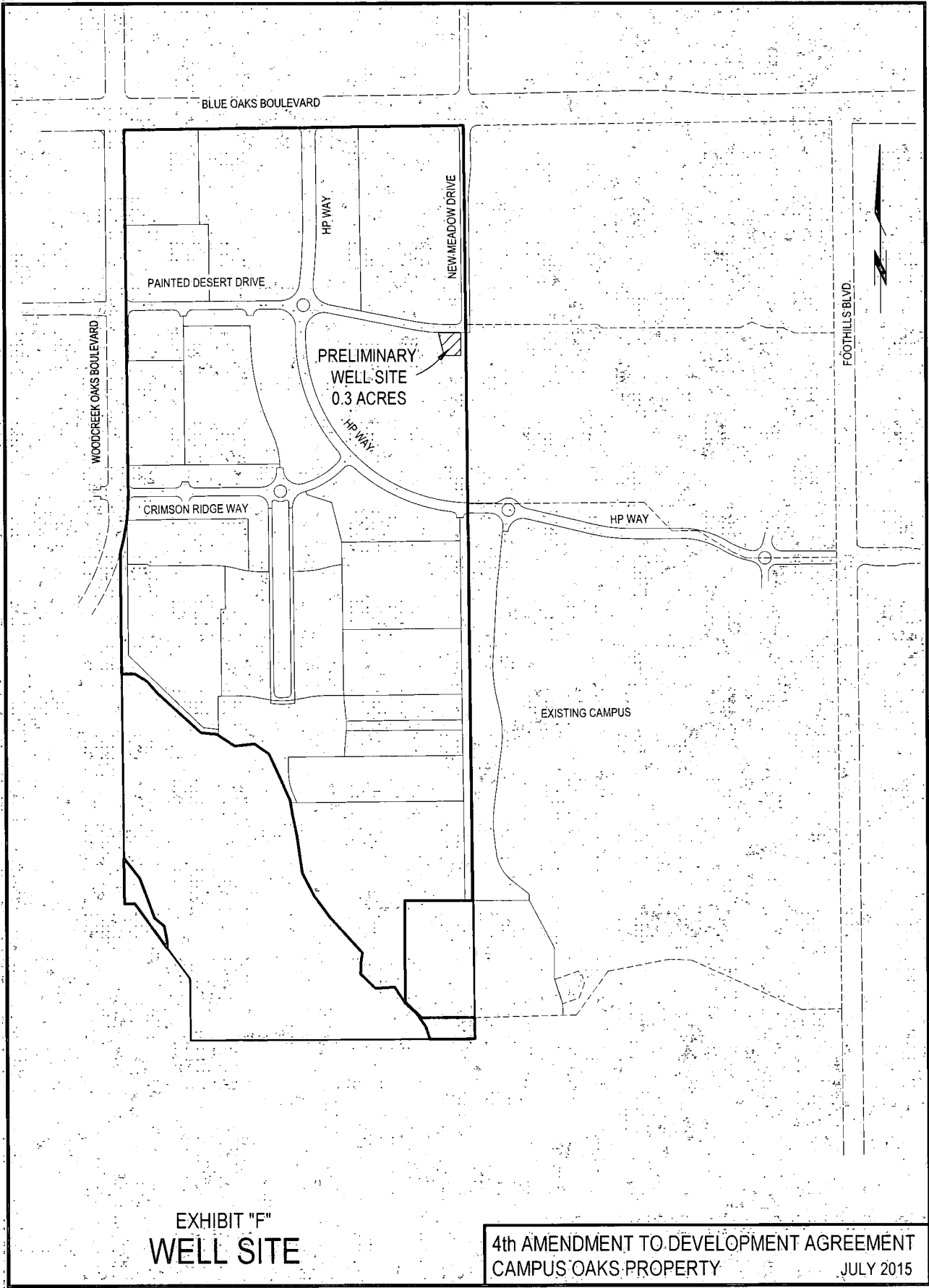


EXHIBIT "F"
WELL SITE

4th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS PROPERTY

JULY 2015

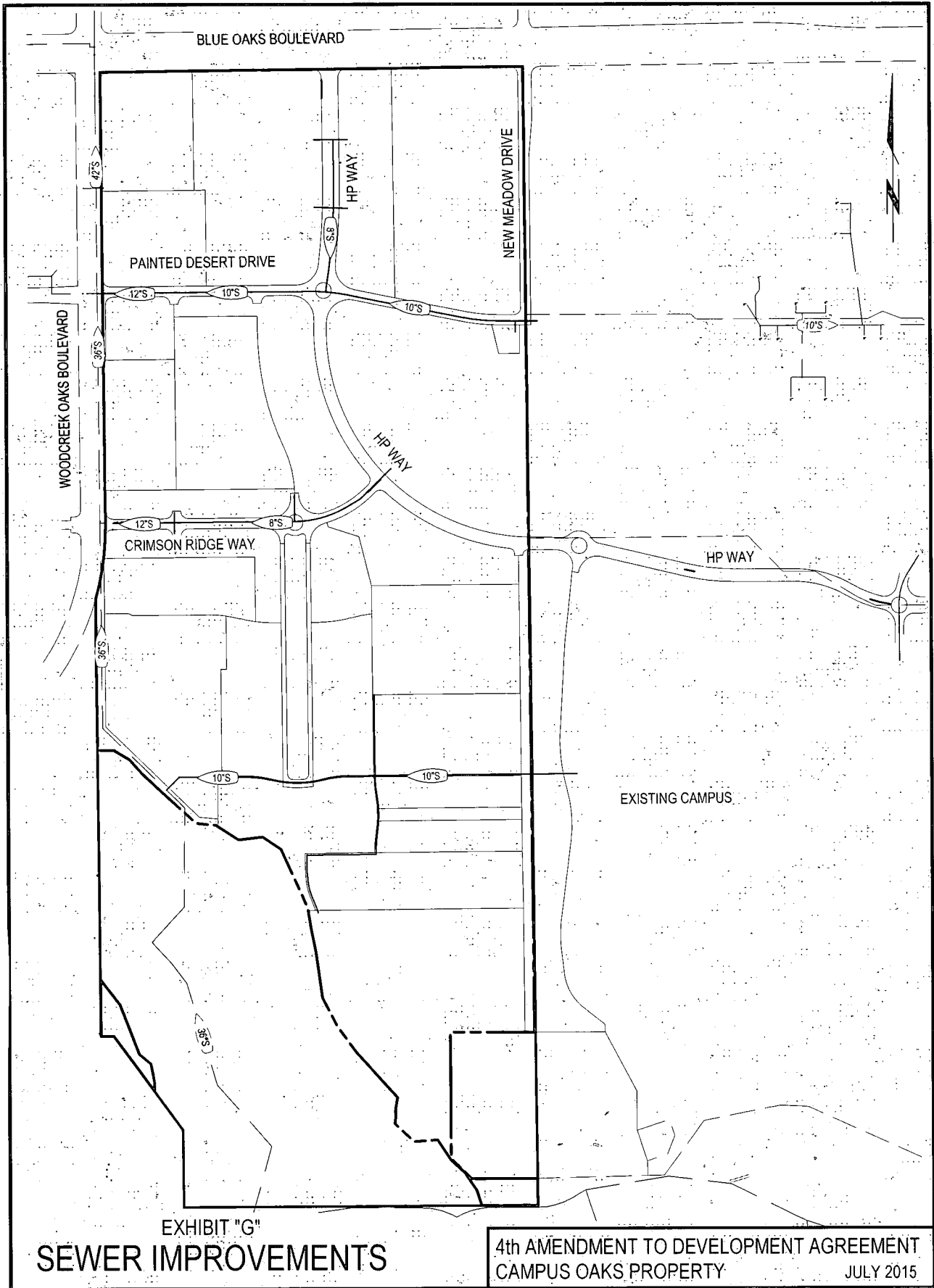


EXHIBIT "G"
SEWER IMPROVEMENTS

4th AMENDMENT TO DEVELOPMENT AGREEMENT
 CAMPUS OAKS PROPERTY

JULY 2015

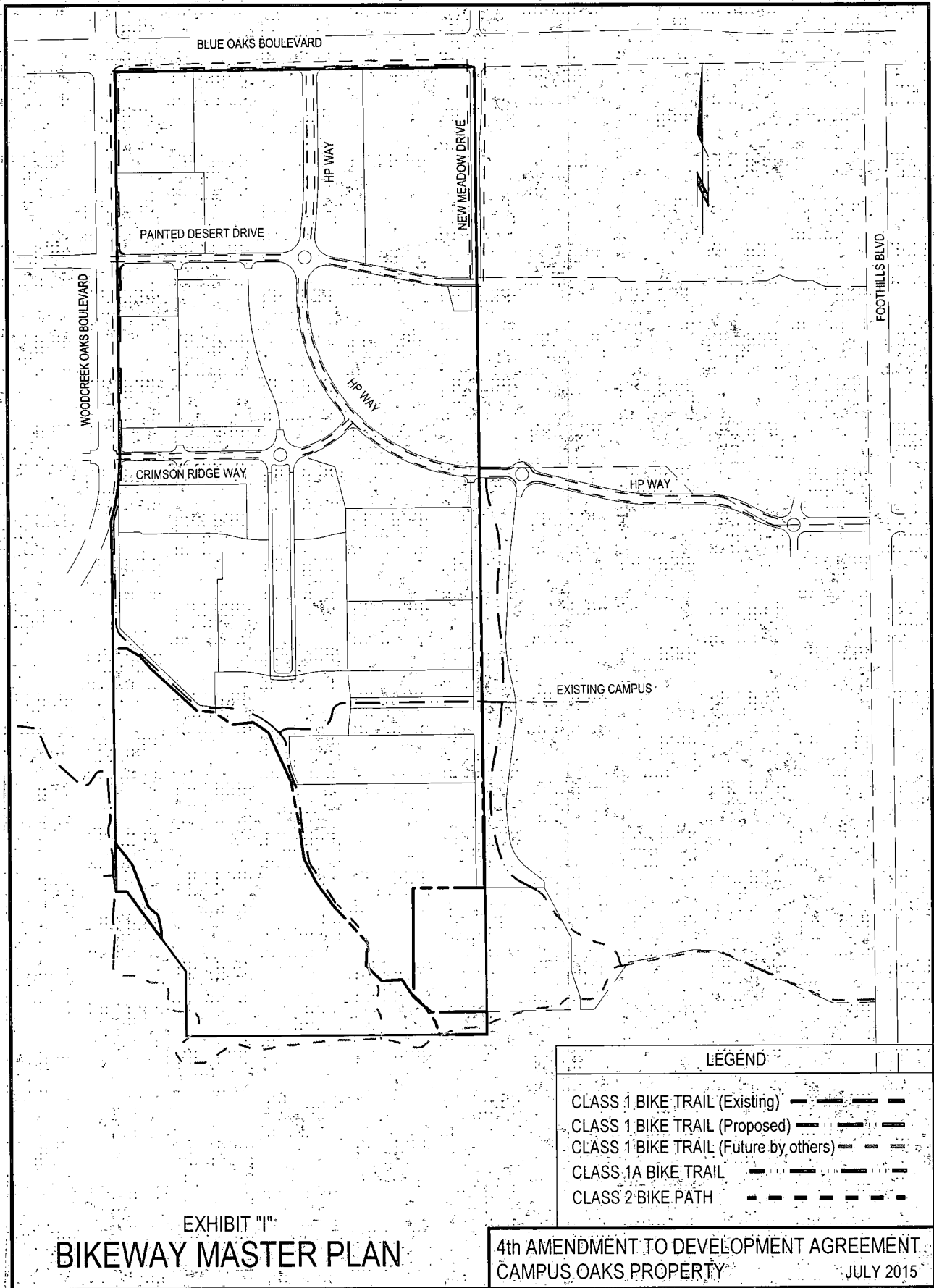


EXHIBIT "I"
BIKEWAY MASTER PLAN

4th AMENDMENT TO DEVELOPMENT AGREEMENT
 CAMPUS OAKS PROPERTY

JULY 2015

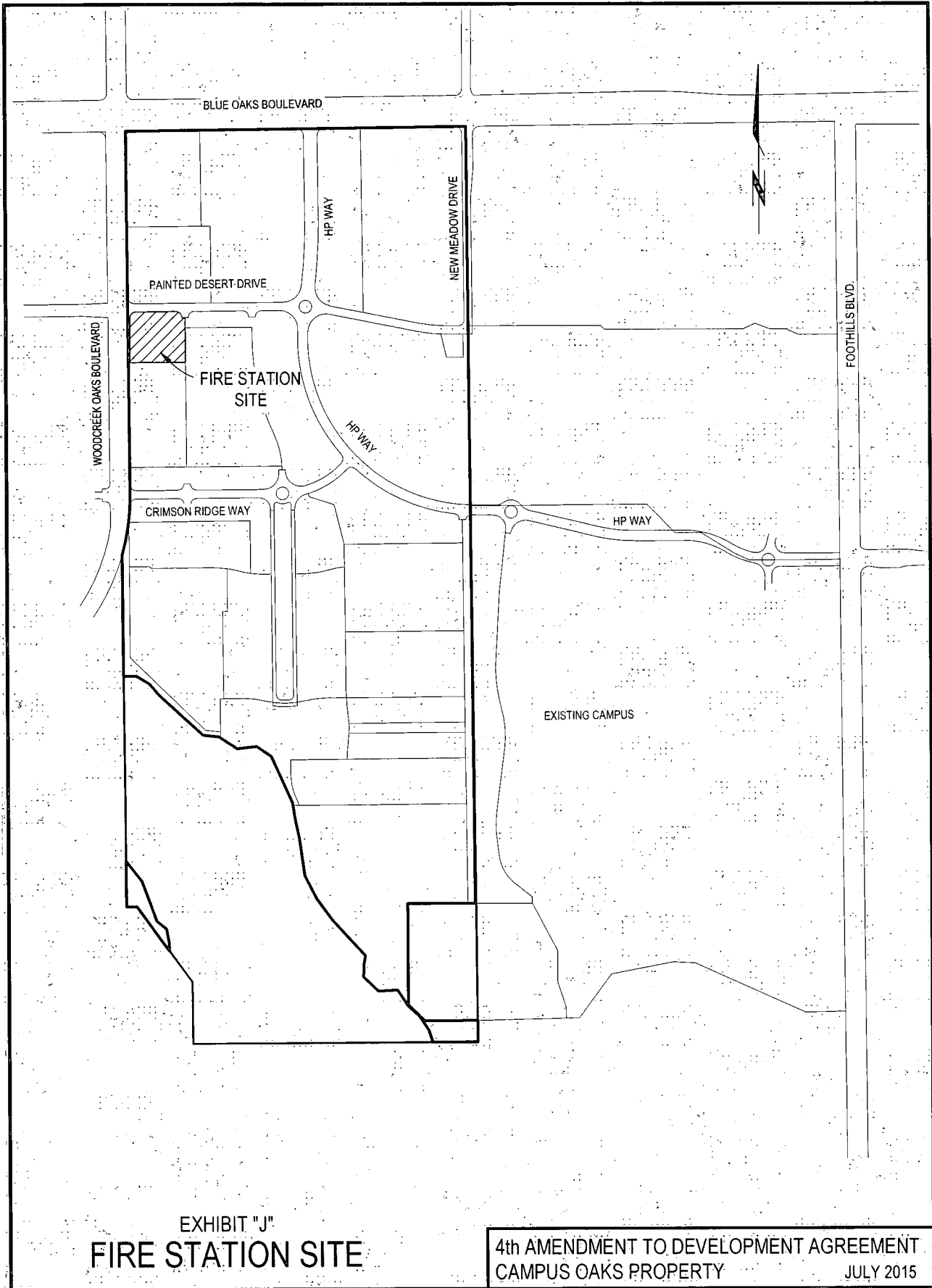


EXHIBIT "J"
FIRE STATION SITE

4th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS PROPERTY

JULY 2015

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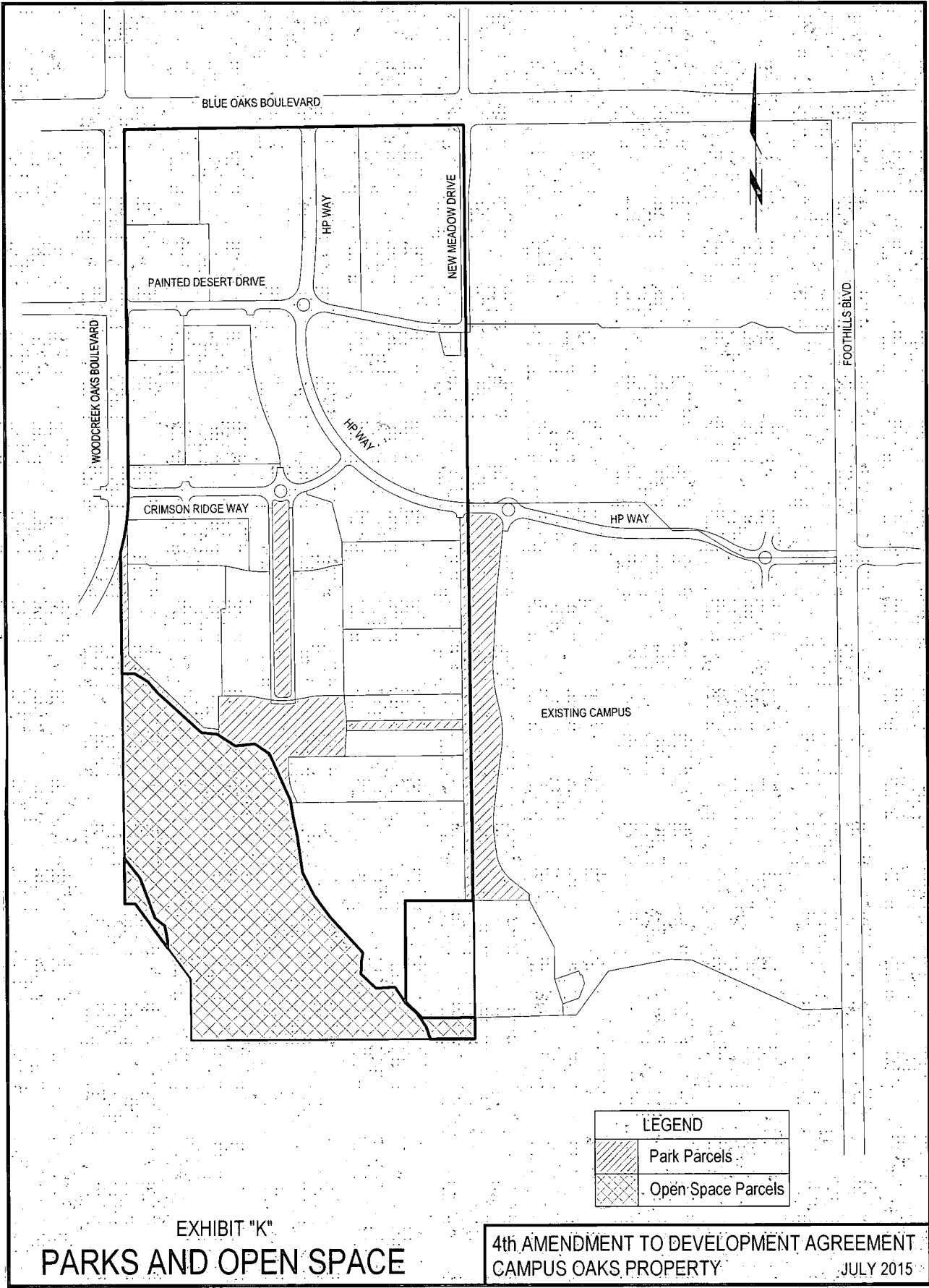


EXHIBIT "K"
PARKS AND OPEN SPACE

4th AMENDMENT TO DEVELOPMENT AGREEMENT
 CAMPUS OAKS PROPERTY
 JULY 2015

EXHIBIT L

PARKS FINANCING PLAN

[Attached]

MEMORANDUM

To: Tara Gee, City of Roseville
Stephen L. Des Jardins, Campus Oaks
Greg Bardini, Morton & Pitalo

From: Jamie Gomes and Mark Polhemus

Subject: Campus Oaks Park, Parkway, Streetscape, and Open Space
Financing Plan; EPS #132145

Date: July 7, 2015

The Economics of Land Use



This memorandum includes information regarding the amount, type, and estimated cost of planned parks in the Campus Oaks Project (Project). This parks financing plan will assist the City of Roseville (City) in establishing the Project's neighborhood and citywide park obligations. In addition, this document sets forth the quantities and estimated annual maintenance costs for parks, parkways, streetscapes, and open space in the Project.

The parks financing plan is based on information from the following sources:

- Fuhrman Leamy Land Group
- Morton & Pitalo, Inc.
- City

Park Capital Improvements

Calculations for the park capital improvements are included in **Appendix A**. The detailed park cost estimates from Fuhrman Leamy Land Group are included in these tables.

Table A-1 summarizes the estimated total park development costs and the portions of total costs that would be identified as Citywide Parks and Neighborhood Parks.

Tables A-2 and **A-3** allocate Citywide and Neighborhood Park costs to Project residential land uses using estimated persons per household as the means for cost allocation. Typically, high-density residential (HDR) land uses pay approximately 2/3 of the cost of a low-density residential

Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4010
916 649 8010 tel
916 649 8070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

(LDR) unit. To achieve this same end, this analysis varied the estimated persons-per-household estimates for LDR and medium-density residential (MDR) land uses as compared to HDR land uses, while still maintaining the preferred citywide average of 2.64 people per household. As calculated, using the varying estimates for Citywide Parks, the HDR fee equals 66 percent of the LDR/MDR rate, which is similar to other plan areas in the City. For the Neighborhood Park allocation, HDR Townhomes are treated like LDR and MDR units.

For Citywide Park costs, the analysis compares the estimated revenue the Project might otherwise derive for Citywide Parks if the Project were subject to the City's "infill" Citywide Park fee of \$2,111 per unit. **Table A-4** compares the estimated costs of Citywide Parks provided in the parks financing plan as compared to the revenue estimate described above, which is calculated in **Table A-5**. The difference shown on **Table A-4** will be funded through Project contributions to community infrastructure and the park benefit fee.

Tables A-6 through **A-8** include the detailed park development cost estimates.

Park, Parkway, Streetscape, and Open Space Maintenance

The City requires new development projects to form a new land-secured financing district (called Community Facilities District [CFD] No. 2—Services) designed to levy a special tax to fund annual park, parkway, streetscape, and open space maintenance. The calculations in **Appendix B** show the estimated annual maintenance special taxes for the Project.

Table B-1 shows the estimated total annual maintenance special taxes for the Project. In **Table B-2**, EPS quantified the total annual maintenance costs and which portion of the annual costs would be identified as parkway, landscape, streetscape, and open space maintenance and which portion of the annual costs would be identified as park and stormwater maintenance. Please note the calculations in **Table B-2** include the estimated annual open space maintenance costs for two new open space parcels in the Project. **Table B-2** also includes the Project's obligation to fund a share of stormwater maintenance related to the Project.

Tables B-3 and **B-4** allocate the annual maintenance costs to the respective benefiting land uses. In **Table B-3**, annual park maintenance is allocated to both residential development and nonresidential land uses, where nonresidential employees are weighted at one employee equaling 0.5 of a resident. This allocation does not include the Tech/Business Park land because there is potential for a longer holding period of such land. Selected nonresidential land uses were included to mitigate the higher than typical annual park maintenance cost per residential unit, so the residential maintenance costs are comparable to other projects in the area. In **Table B-4**, annual landscape maintenance costs are allocated to all residential and nonresidential land uses in the Project. For these maintenance costs, nonresidential employees are weighted as equivalent to residents.

EPS came to these annual maintenance cost estimates for the final park capital and maintenance financing strategy based on the suggestions and revisions from the City and Project proponent.

APPENDICES:

Appendix A: Capital Facilities

Appendix B: CFD No. 2 (Maintenance)



APPENDIX A: Capital Facilities



Table A-1	Campus Oaks Parks Cost Summary	A-1
Table A-2	Cost Allocation: Citywide Parks	A-2
Table A-3	Cost Allocation: Neighborhood Parks	A-3
Table A-4	Campus Oaks Citywide Park Construction and Fee Revenue Comparison	A-4
Table A-5	Estimated Citywide Parks Fee Revenue.....	A-5
Table A-6	Statement of Probable Cost: HP2 Park Parcel (2 pages)	A-6
Table A-7	Statement of Probable Cost: Couplet Park (2 pages).....	A-8
Table A-8	Statement of Probable Cost: CO61 Neighborhood Park (2 pages)	A-10

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**Table A-1
Campus Oaks Parks, Parkways and Open Space Financing Plan
Campus Oaks Parks Cost Summary**

Item	Cost Allocation				
	Total	Neighborhood		Citywide	
		Percentage	Amount	Percentage	Amount
Park					
HP 2 & CO 64	\$3,127,968	20.5%	\$641,233	79.5%	\$2,486,735
Couplet Park	\$896,048	100.0%	\$896,048	0.0%	\$0
CO 61	\$1,339,640	100.0%	\$1,339,640	0.0%	\$0
Total	\$5,363,656	53.6%	\$2,876,922	46.4%	\$2,486,735

summary.

Source: Fuhrman Leamy Land Group; EPS.

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Parks -
Citywide

Table A-2
Campus Oaks Parks, Parkways and Open Space Financing Plan
Cost Allocation: Citywide Parks (2015\$)

Land Use	Land Uses		Cost Allocation Basis			Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Persons Served [1]	Total Persons Served	Distribution of Persons Served	Assigned Cost	per Acre	per Unit/ Sq. Ft. [2]
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B
Residential		units	per unit					per unit
LDR	46.8	242	3.08	745	29.8%	\$739,881	\$15,823	\$3,057
MDR Rowhouse	18.1	130	3.08	400	16.0%	\$397,457	\$21,947	\$3,057
MDR Paseo	8.4	84	3.08	259	10.3%	\$256,818	\$30,683	\$3,057
MDR Cluster	9.1	96	3.08	295	11.8%	\$293,507	\$32,183	\$3,057
HDR Townhomes	17.0	271	2.03	550	22.0%	\$546,839	\$32,224	\$2,018
HDR Apartments	5.0	125	2.03	254	10.1%	\$252,232	\$50,446	\$2,018
Residential Subtotal	104.3	948	2.64	2,503	100.0%	\$2,486,735		
Nonresidential		sq. ft.						
Professional Office	5.5	60,000	NA	NA	NA	NA	NA	NA
Commercial	19.3	170,000	NA	NA	NA	NA	NA	NA
Tech/Business Park	0.0	300,000	NA	NA	NA	NA	NA	NA
Light Industrial	0.0	0	NA	NA	NA	NA	NA	NA
Subtotal	24.8	530,000				\$0		
Total Project	82.4			2,503	100.0%	\$2,486,735		

Source: Fuhrman Leamy Land Group; EPS.

[1] Persons served per unit for given land uses averages the City of Roseville's assumption of 2.64 persons per unit. Persons served per unit adjusted for HDR Townhomes and HDR Apartments to equal 66 percent of LDR and MDR uses.
 [2] Excludes administration fee, if applicable.

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Parks
Neighborhood

**Table A-3
Campus Oaks Parks, Parkways and Open Space Financing Plan
Cost Allocation: Neighborhood Parks (2015\$)**

Land Use	Land Uses		Cost Allocation Basis			Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Persons Served [1]	Total Persons Served	Distribution of Persons Served	Assigned Cost	per Acre	per Unit/ Sq. Ft. [2]
Formula	A	B	C	D=B*C	E=D/Total Persons	F=Total Cost*E	G=F/A	H=F/B
Residential		<i>units</i>	<i>per unit</i>					<i>per unit</i>
LDR	46.8	242	3.08	745	26.7%	\$768,874	\$16,443	\$3,177
MDR Rowhouse	18.1	130	3.08	400	14.4%	\$413,031	\$22,807	\$3,177
MDR Paseo	8.4	84	3.08	259	9.3%	\$266,882	\$31,886	\$3,177
MDR Cluster	9.1	96	3.08	295	10.6%	\$305,008	\$33,444	\$3,177
HDR Townhomes [3]	17.0	271	3.08	834	29.9%	\$861,011	\$50,737	\$3,177
HDR Apartments	5.0	125	2.03	254	9.1%	\$262,116	\$52,423	\$2,097
Residential Subtotal	104.3	948		2,787	100.0%	\$2,876,922		
Nonresidential		<i>sq. ft.</i>						
Professional Office	5.5	60,000	NA	NA	NA	NA	NA	NA
Commercial	19.3	170,000	NA	NA	NA	NA	NA	NA
Tech/Business Park	0.0	300,000	NA	NA	NA	NA	NA	NA
Light Industrial	0.0	0	NA	NA	NA	NA	NA	NA
Subtotal	24.8	530,000				\$0		
Total Project	82.4			2,787	100.0%	\$2,876,922		

Source: Fuhrman Leamy Land Group; EPS. n_parks_alloc

[1] Persons served per unit for given land uses averages the City of Roseville's assumption of 2.64 persons per unit. Persons served per unit adjusted for HDR Townhomes and HDR Apartments to equal 66 percent of LDR and MDR uses.
 [2] Excludes administration fee, if applicable.
 [3] Townhomes treated similar to LDR for neighborhood park cost allocation.

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Table A-4
Campus Oaks Parks, Parkways and Open Space Financing Plan
Campus Oaks Citywide Park Construction and Fee Revenue Comparison

Item	Source	Amount
Estimated Campus Oaks Citywide Cost	Table A-1	\$2,486,735
Estimated Campus Oaks Citywide Fee Revenue	Table A-5	\$2,001,228
Difference		\$485,507
Estimated Difference per Unit [1] [2]		\$512

comparison

- [1] This assumes even distribution among all 948 proposed units.
[2] Difference will be funded through project contribution to community infrastructure and park benefit fee.

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Table A-5
Campus Oaks Parks, Parkways and Open Space Financing Plan
Estimated Citywide Parks Fee Revenue [1]

Land Use	Development		Fee Rate		Revenue
	Units	Building Square-Feet	Per Unit [2]	Per 1,000 Bldg. Sq. Ft.	
Residential					
LDR	242	-	\$2,111	-	\$510,862
MDR Rowhouse	130	-	\$2,111	-	\$274,430
MDR Paseo	84	-	\$2,111	-	\$177,324
MDR Cluster	96	-	\$2,111	-	\$202,656
HDR Townhomes	271	-	\$2,111	-	\$572,081
HDR Apartments	125	-	\$2,111	-	\$263,875
Residential Subtotal	948				\$2,001,228
Nonresidential					
Professional Office	-	60,000	-	-	-
Commercial	-	170,000	-	-	-
Tech/Business Park	-	300,000	-	-	-
Light Industrial	-	0	-	-	-
Subtotal Nonresidential		530,000			
Total Project	948	530,000			\$2,001,228

revenue

Source: City of Roseville.

[1] Estimated revenue assuming "All Other Specific Plans & Infill Areas" location rate.

STATEMENT OF PROBABLE COST

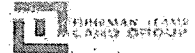


Table A-6
 CAMPUS OAKS
 HP2 PARK PARCEL
 June 17, 2015

STATEMENT OF PROBABLE COST

#	ITEM	UNIT PRICE	UNIT	QUANTITY	COST
SITE WORK				459,120	
GENERAL CONDITIONS					
	GENERAL CONDITIONS	\$50,000.00	UNIT	1	\$50,000.00
				SUBTOTAL	\$50,000.00
DRAINAGE					
	SDR35 PVC DRAIN PIPE	\$18.00	LF	1,500	\$27,000.00
	1 1/2" SCHEDULE 40 PVC-SEWER LINE	\$4.00	LF	150	\$600.00
	1/2" TYPE K COPPER SUPPLY LINE	\$30.00	LF	150	\$4,500.00
	12X12 CONCRETE DRAIN BOX	\$300.00	EA	12	\$3,600.00
	CATCH BASIN WITH ATRIUM GRATE	\$195.00	EA	35	\$6,825.00
				SUBTOTAL	\$42,525.00
SITE SURFACES					
	ENHANCED CONCRETE PAVING	\$8.50	SF	11,000	\$93,500.00
	CONCRETE WALKS	\$5.50	SF	28,000	\$154,000.00
	CONCRETE CURB	\$24.00	LF	3,100	\$74,400.00
	CONCRETE MOW CURB	\$12.00	LF	1,100	\$13,200.00
	3" ASPHALT TYPE A-PARKING	\$2.55	SF	19,440	\$49,572.00
	6" CLASS II BASE-PARKING	\$1.50	SF	19,440	\$29,160.00
	TRUNCATED DOMES	\$225.00	EA	16	\$3,600.00
	ASPHALT STRIPING	\$0.50	SF	19,440	\$9,720.00
	BASKETBALL COURT	\$6.00	SF	6,000	\$36,000.00
	DECOMPOSED GRANITE (GROVE & PATHS)	\$2.55	SF	21,500	\$54,825.00
	BOCCE COURT	\$12,500.00	EA	2	\$25,000.00
	AC TRAIL - CLASS 1	\$3.25	SF	26,635	\$86,563.75
				SUBTOTAL	\$629,540.75
MASONRY					
	AMPHITHEATER WALLS	\$90.00	LF	250	\$22,500.00
	ENTRY PILASTER	\$25,000.00	EA	2	\$50,000.00
	ENTRY WALL DECORATIVE	\$125.00	LF	262	\$32,750.00
	LANDSCAPE WALLS AT HP	\$125.00	LF	200	\$25,000.00
	BBO'S	\$1,200.00	EA	4	\$4,800.00
				SUBTOTAL	\$136,050.00
GRADING					
	FINISH GRADING LANDSCAPED AREAS	\$0.12	SF	165,300.00	\$19,836.00
				SUBTOTAL	\$19,836.00
SITE FURNISHINGS					
	FUTSAL COURT	\$11.00	SF	12,800	\$140,800.00
	PICKLEBALL COURT	\$9.00	SF	13,500	\$121,500.00
	AMPHITHEATER STAGE AND SHELTER	\$30,000.00	JOB	1	\$30,000.00
	SIGNAGE	\$12,000.00	JOB	1	\$12,000.00
	BENCH	\$1,250.00	EA	24	\$30,000.00
	TABLES(GAME TABLES)	\$2,500.00	EA	14	\$35,000.00
	TRASH RECEPTACLE	\$490.00	EA	24	\$11,760.00
	BIKE RACKS	\$390.00	EA	4	\$1,560.00
	DRINKING FOUNTAIN	\$5,800.00	EA	2	\$11,600.00
	NINJA WARRIOR SURFACING	\$2.65	SF	18,500	\$49,025.00
	NINJA WARRIOR FACILITIES	\$175,000.00	ALLOW	1	\$175,000.00
	TOT LOT SURFACING	\$3.50	SF	4,950	\$17,325.00
	TOT LOT PLAYGROUND EQUIPMENT	\$28,000.00	ALLOW	1	\$28,000.00
	BOLLARDS	\$865.00	EA	14	\$12,110.00
				SUBTOTAL	\$675,680.00
IRRIGATION					
	MAINLINE	\$6.00	LF	3,500	\$21,000.00
	CONTROLLER W/ENCLOSURE	\$13,500.00	EA	2	\$27,000.00
	LATERALS AND SPRINKLERS (TURF)	\$0.75	SF	32,600	\$24,450.00
	LATERALS AND SPRINKLERS (SHRUB/GC)	\$1.00	SF	132,700	\$132,700.00
	QUICK COUPLERS	\$89.00	EA	25	\$2,225.00
	VALVES	\$225.00	EA	65	\$14,625.00
	GATE VALVES	\$495.00	EA	8	\$3,960.00
	MASTER VALVE	\$1,800.00	EA	1	\$1,800.00
	FLOW SENSOR	\$1,250.00	EA	1	\$1,250.00
				SUBTOTAL	\$229,010.00
PLANTING					
	SHRUB AND GROUND COVER	\$0.85	SF	132,700	\$112,795.00
	SEEDED TURF	\$0.20	SF	15,000	\$3,000.00
	SEEDED TURF: AMPHITHEATER	\$0.20	SF	17,600	\$3,520.00
	TREES - 15 G	\$125.00	EA	300	\$37,500.00
	TREES - 24" BOX	\$250.00	EA	190	\$47,500.00
	TREES - B&B	\$325.00	EA	50	\$16,250.00
	2" DEPTH TOP DRESSING	\$0.25	SF	132,700	\$33,175.00
				SUBTOTAL	\$253,740.00

STATEMENT OF PROBABLE COST

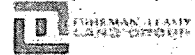


Table A-6
 CAMPUS OAKS
 HP2 PARK PARCEL
 June 17, 2015
 STATEMENT OF PROBABLE COST

#	ITEM	UNIT PRICE	UNIT	QUANTITY	COST
SOIL PREPARATION					
	AMPHITHEATER REINFORCEMENT FIBERS / 8" SAND SOIL	\$70.00	CY	440	\$30,800.00
	SOIL PREPARATION	\$0.15	SF	165,300	\$24,795.00
				SUBTOTAL	\$55,595.00
LIGHTING					
	LIGHTED BOLLARD	\$1,950.00	EA	10	\$19,500.00
	PATHWAY SITE LIGHTING	\$3,500.00	EA	12	\$42,000.00
	ACCENT UPLIGHTS	\$860.00	EA	12	\$10,320.00
	UPLIGHTS AT ENTRY SIGN	\$700.00	EA	2	\$1,400.00
	BASKETBALL COURT LIGHTS	\$20,000.00	EA	1	\$20,000.00
	PICKLEBALL COURT LIGHTS	\$38,000.00	EA	1	\$38,000.00
	FUTSAL COURT LIGHTS	\$95,000.00	EA	1	\$95,000.00
				SUBTOTAL	\$226,220.00
ELECTRICAL					
	ELECTRICAL SERVICE PEDESTAL	\$15,000.00	EA	1	\$15,000.00
				SUBTOTAL	\$15,000.00
LANDSCAPE MAINTENANCE					
	90 DAY MAINTENANCE	\$1,800.00	AC	10.54	\$18,971.90
				SUBTOTAL	\$18,971.90
METALS					
	PICKLE BALL FENCING	\$45.00	LF	450	\$20,250.00
	FUTSAL FENCING	\$50.00	LF	435	\$21,750.00
				SUBTOTAL	\$42,000.00
STRUCTURES					
	RESTROOM	\$100,000.00	JOB	1	\$100,000.00
	PICNIC SHELTER	\$53.00	SF	1,000	\$53,000.00
				SUBTOTAL	\$153,000.00
	SUBTOTAL				\$2,548,168.65
	CONTINGENCY 10%				\$254,816.87
	TOTAL COST				\$2,802,985.52
SOFT COSTS					
	PROJECT MOBILIZATION (3%)				\$76,389.06
	INSURANCE (1%)				\$275,961.69
	DESIGN FEE				\$118,396.84
	PLAN CHECK AND INSPECTIONS (4%)				\$107,845.75
	BONDS (2%)				\$5,092.34
	TOTAL SOFT COSTS			SUBTOTAL	\$527,182.67
	TOTAL WITH SOFT COSTS				\$3,127,868.19

hp2 park

STATEMENT OF PROBABLE COST

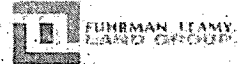


Table A-7
 CAMPUS OAKS
 COUplet PARK
 June 17, 2015
 STATEMENT OF PROBABLE COST

#	ITEM	UNIT PRICE	UNIT	QUANTITY	COST
SITE WORK				111,800	
GENERAL CONDITIONS					
	GENERAL CONDITIONS	\$30,000.00	JOB	1	\$30,000.00
				SUBTOTAL	\$30,000.00
DRAINAGE					
	SDR35 PVC DRAIN PIPE	\$18.00	LF	400	\$7,200.00
	1 1/2" SCHEDULE 40 PVC-SEWER LINE	\$4.00	LF	50	\$200.00
	1/2" TYPE K COPPER SUPPLY LINE	\$30.00	LF	50	\$1,500.00
	12X12 CONCRETE DRAIN BOX	\$300.00	EA	6	\$1,800.00
	CATCH BASIN WITH ATRIUM GRATE	\$195.00	EA	12	\$2,340.00
				SUBTOTAL	\$13,040.00
SITE SURFACES					
	PEDESTRIAN ENHANCED CONCRETE PAVING	\$8.50	SF	12,000	\$102,000.00
	FOCAL PT BASE CONCRETE	\$8.00	SF	410	\$3,280.00
	CONCRETE MOW CURB	\$12.00	LF	372	\$4,464.00
	OUTDOOR CHESS BOARD	\$12.00	SF	1,800	\$21,600.00
	DECOMPOSED GRANITE PATHS	\$2.55	SF	13,200	\$33,660.00
				SUBTOTAL	\$165,004.00
MASONRY					
	DECORATIVE WALL WITH FENCE	\$88.00	LF	265	\$23,320.00
	ENTRY PEDESTALS WITH POTTERY	\$4,500.00	EA	3	\$13,500.00
	FOCAL POINT FEATURE	\$15,000.00	ALLOW	1	\$15,000.00
	24X48 PILASTERS	\$1,500.00	EA	15	\$22,500.00
				SUBTOTAL	\$74,320.00
GRADING					
	FINISH GRADING LANDSCAPED AREAS	\$0.12	SF	72,900	\$8,748.00
				SUBTOTAL	\$8,748.00
SITE FURNISHINGS					
	SIGNAGE	\$12,000.00	JOB	1	\$12,000.00
	6" BENCH	\$1,200.00	EA	12	\$14,400.00
	TRASH RECEPTACLE	\$490.00	EA	11	\$5,390.00
	TABLES	\$2,200.00	EA	10	\$22,000.00
	BIKE RACKS	\$390.00	EA	3	\$1,170.00
	DRINKING FOUNTAIN	\$5,800.00	EA	1	\$5,800.00
	BOLLARDS	\$865.00	EA	6	\$5,190.00
				SUBTOTAL	\$65,950.00
IRRIGATION					
	MAINLINE	\$6.00	LF	1,200	\$7,200.00
	CONTROLLER W/ENCLOSURE	\$13,500.00	EA	1	\$13,500.00
	LATERALS AND SPRINKLERS (TURF)	\$0.75	SF	45,100	\$33,825.00
	LATERALS AND SPRINKLERS (SHRUB/GC)	\$1.00	SF	27,800	\$27,800.00
	QUICK COUPLERS	\$89.00	EA	12	\$1,068.00
	VALVES	\$225.00	EA	36	\$8,100.00
	GATE VALVES	\$495.00	EA	8	\$3,960.00
	MASTER VALVE	\$1,250.00	EA	1	\$1,250.00
	FLOW SENSOR	\$1,200.00	EA	1	\$1,200.00
				SUBTOTAL	\$97,903.00
PLANTING					
	SHRUB AND GROUND COVER PLANTERS	\$1.10	SF	11,000	\$12,100.00
	SHRUB AND GROUND COVER	\$0.75	SF	16,800	\$12,600.00
	SEEDED TURF	\$0.20	SF	45,100	\$9,020.00
	TREES - 15 G	\$125.00	EA	36	\$4,500.00
	TREES - 24" BOX	\$250.00	EA	112	\$28,000.00
	TREES - 36" BOX	\$660.00	EA	2	\$1,320.00
	TREES - SPECIMEN OAKS	\$1,500.00	EA	3	\$4,500.00
	2" DEPTH TOP DRESSING	\$0.25	SF	27,800	\$6,950.00
				SUBTOTAL	\$78,990.00
SOIL PREPARATION					
	SOIL PREPARATION	\$0.15	SF	72,900	\$10,935.00
				SUBTOTAL	\$10,935.00

STATEMENT OF PROBABLE COST



Table A-7
 CAMPUS OAKS
 COUPLETS PARK
 June 17, 2015
 STATEMENT OF PROBABLE COST

#	ITEM	UNIT PRICE	UNIT	QUANTITY	COST
LIGHTING					
	LIGHTED BOLLARD	\$1,950.00	EA	10	\$19,500.00
	PATHWAY AND STEP LIGHT	\$1,520.00	EA	10	\$15,200.00
	ACCENT UPLIGHTS	\$860.00	EA	22	\$18,920.00
	UPLIGHTS AT ENTRY SIGN	\$700.00	EA	1	\$700.00
	DUPLEX RECEPTICALS	\$90.00	EA	52	\$4,680.00
				SUBTOTAL	\$59,000.00
ELECTRICAL					
	ELECTRICAL SERVICE PEDESTAL	\$10,000.00	EA	1	\$10,000.00
				SUBTOTAL	\$10,000.00
LANDSCAPE MAINTENANCE					
	90 DAY MAINTENANCE	\$0.06	SF	72,900	\$4,374.00
				SUBTOTAL	\$4,374.00
METALS					
	42 DECORATIVE FENCE	\$58.00	LF	940	\$54,520.00
				SUBTOTAL	\$54,520.00
STRUCUTRES					
	SHADE ARBOR	\$8,500.00	EA	2	\$17,000.00
	PICNIC SHELTER	\$44.00	SF	900	\$39,600.00
				SUBTOTAL	\$56,600.00
	SUBTOTAL				\$729,384.00
	CONTINGENCY 10%				\$72,938.40
	TOTAL COST				\$802,322.40
SOFT COSTS					
	PROJECT MOBILIZATION (3%)				\$21,881.52
	INSURANCE (1%)				\$7,293.84
	DESIGN FEE				\$33,916.36
	PLAN CHECK AND INSPECTIONS (4%)				\$29,175.36
	BONDS (2%)				\$1,458.77
	TOTAL SOFT COSTS			SUBTOTAL	\$93,725.84
	TOTAL WITH SOFT COSTS				\$896,048.24

couplets park

STATEMENT OF PROBABLE COST

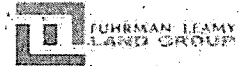


Table A-8
 CAMPUS OAKS
 CO61 NEIGHBORHOOD PARK
 June 17, 2015
 STATEMENT OF PROBABLE COST

#	ITEM	UNIT PRICE	UNIT	QUANTITY	COST
SITE WORK				204,270	
GENERAL CONDITIONS					
	GENERAL CONDITIONS	\$35,000.00	UNIT	1	\$35,000.00
				SUBTOTAL	\$35,000.00
DRAINAGE					
	SDR35 PVC DRAIN PIPE	\$18.00	LF	800	\$14,400.00
	12X12 CONCRETE DRAIN BOX	\$300.00	EA	4	\$1,200.00
	CATCH BASIN WITH ATRIUM GRATE	\$195.00	EA	14	\$2,730.00
	GULVERT AT BIKE TRAIL	\$6,000.00	EA	1	\$6,000.00
	1 1/2" SCHEDULE 40 PVC-SEWER LINE	\$4.00	LF	80	\$320.00
	1/2" TYPE K COPPER SUPPLY LINE	\$30.00	LF	80	\$2,400.00
				SUBTOTAL	\$27,050.00
SITE SURFACES					
	PEDESTRIAN ENHANCED CONCRETE PAVING	\$8.50	SF	8,200	\$69,700.00
	CONCRETE WALKS	\$5.00	SF	20,350	\$101,750.00
	CONCRETE MOW CURB	\$12.00	LF	350	\$4,200.00
	BASKETBALL COURT	\$8.00	SF	3,100	\$24,800.00
	CONCRETE STEPS	\$65.00	LF	120	\$7,800.00
	AC TRAIL - CLASS 1	\$3.25	SF	10,500	\$34,125.00
				SUBTOTAL	\$242,375.00
MASONRY					
	ROCKERY RETAINING WALLS	\$100.00	LF	250	\$25,000.00
	RETAINING WALL @ PLAZA	\$100.00	LF	370	\$37,000.00
	FOCAL POINT AT PLAZA	\$25,000.00	ALLOW	1	\$25,000.00
	24X48 PILASTERS	\$115.00	EA	5	\$575.00
	LANDSCAPE SEAT WALLS	\$100.00	LF	35	\$3,500.00
				SUBTOTAL	\$91,075.00
GRADING					
	FINISH GRADING LANDSCAPED AREAS	\$0.12	SF	149,700	\$17,964.00
				SUBTOTAL	\$17,964.00
SITE FURNISHINGS					
	STICKS AND STONES SURFACING PLAY	\$8.00	SF	4,500	\$36,000.00
	SIGNAGE	\$12,000.00	JOB	1	\$12,000.00
	BBQ	\$1,250.00	EA	4	\$5,000.00
	BENCH	\$1,723.00	EA	12	\$20,676.00
	TABLES	\$2,500.00	EA	10	\$25,000.00
	LOUNGE AND CHAIRS	\$12,000.00	ALLOW	1	\$12,000.00
	TRASH RECEPTACLE	\$490.00	EA	10	\$4,900.00
	BIKE RACKS	\$390.00	EA	2	\$780.00
	DRINKING FOUNTAIN	\$5,800.00	EA	1	\$5,800.00
	ADVENTURE PLAY SURFACING	\$2.65	SF	4,600	\$12,190.00
	ADVENTURE PLAY FURNISHINGS	\$50,000.00	ALLOW	1	\$50,000.00
	TOT LOT SURFACING	\$3.50	SF	5,400	\$18,900.00
	TOT LOT PLAYGROUND EQUIPMENT	\$35,000.00	ALLOW	1	\$35,000.00
	BOLLARDS	\$865.00	EA	6	\$5,190.00
				SUBTOTAL	\$243,436.00
IRRIGATION					
	MAINLINE	\$6.75	LF	1,100	\$7,425.00
	CONTROLLER W/ENCLOSURE	\$13,500.00	EA	1	\$13,500.00
	LATERALS AND SPRINKLERS (TURF)	\$0.75	SF	43,100	\$32,325.00
	LATERALS AND SPRINKLERS (SHRUB/GC)	\$1.00	SF	106,600	\$106,600.00
	QUICK COUPLERS	\$89.00	EA	12	\$1,068.00
	VALVES	\$225.00	EA	40	\$9,000.00
	GATE VALVES	\$495.00	EA	8	\$3,960.00
	MASTER VALVE	\$1,250.00	EA	1	\$1,250.00
	FLOW SENSOR	\$1,200.00	EA	1	\$1,200.00
				SUBTOTAL	\$176,328.00

STATEMENT OF PROBABLE COST



Table A-8
CAMPUS OAKS
CO61 NEIGHBORHOOD PARK
 June 17, 2015
STATEMENT OF PROBABLE COST

#	ITEM	UNIT PRICE	UNIT	QUANTITY	COST
PLANTING					
	SHRUB AND GROUND COVER	\$0.65	SF	42,800	\$27,820.00
	SHRUB AND GROUND COVER HILLSIDES	\$1.00	EA	58,000	\$58,000.00
	SHRUB AND GROUND COVER PLAZA	\$1.25	SF	5,800	\$7,250.00
	SODDED TURF	\$0.45	SF	43,100	\$19,395.00
	TREES - 15 G	\$125.00	EA	120	\$15,000.00
	TREES - 24" BOX	\$250.00	EA	40	\$10,000.00
	2" DEPTH TOP DRESSING	\$0.25	SF	106,600	\$26,650.00
	SUBTOTAL				\$26,650.00
SOIL PREPARATION					
	SOIL PREPARATION	\$0.15	SF	149,700	\$22,455.00
	SUBTOTAL				\$22,455.00
LIGHTING					
	SITE LIGHTING	\$3,500.00	EA	10	\$35,000.00
	ACCENT UPLIGHTS	\$860.00	EA	8	\$6,880.00
	UPLIGHTS AT ENTRY SIGN	\$700.00	EA	1	\$700.00
	SUBTOTAL				\$42,580.00
ELECTRICAL					
	ELECTRICAL SERVICE PEDESTAL	\$10,000.00	EA	1	\$10,000.00
	SUBTOTAL				\$10,000.00
LANDSCAPE MAINTENANCE					
	90 DAY MAINTENANCE	\$0.06	SF	149,700	\$8,982.00
	SUBTOTAL				\$8,982.00
METALS					
	FENCE ON RETAINING WALL	\$50.00	LF	230	\$11,500.00
	TOT LOT FENCING	\$55.00	EA	225	\$12,375.00
	SUBTOTAL				\$23,875.00
STRUCTURES					
	SHADE SAIL	\$40,000.00	JOB	1	\$40,000.00
	LARGE PICNIC PAVILION	\$77.00	SF	800	\$61,600.00
	SHADE ARBORS IN PLAZA	\$9,000.00	EA	2	\$18,000.00
	SUBTOTAL				\$119,600.00
	SUBTOTAL				\$1,087,370.00
	CONTINGENCY 10%				\$108,737.00
	TOTAL COST				\$1,196,107.00
TOTAL COST					
SOFT COSTS					
	PROJECT MOBILIZATION (3%)				\$32,621.10
	INSURANCE (1%)				\$10,873.70
	DESIGN FEE				\$43,494.80
	PLAN CHECK AND INSPECTIONS (4%)				\$43,494.80
	BONDS (2%)				\$2,174.74
	INSURANCE (1%)				\$10,873.70
	TOTAL SOFT COSTS				\$143,532.84
	SUBTOTAL				\$1,339,639.84
	TOTAL WITH SOFT COSTS				\$1,339,639.84

park co61

APPENDIX B:

CFD No. 2 (Maintenance)



Table B-1	Estimated Maximum Special Tax Revenues	B-1
Table B-2	Total Parks and Landscape Maintenance Cost	B-2
Table B-3	Park Maintenance Cost Allocation	B-3
Table B-4	Landscape Maintenance Cost Allocation	B-4

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Table B-1
Campus Oaks Parks, Parkways and Open Space Financing Plan
Estimated Maximum Special Tax Revenues

Land Use	Special Tax/Assessment Revenues		
	Rate [1]	Units/Acres	Total
Residential	<i>per unit</i>	<i>units</i>	
LDR	\$312	242	\$75,559
MDR Rowhouse	\$312	130	\$40,590
MDR Paseo	\$312	84	\$26,227
MDR Cluster	\$312	96	\$29,974
HDR Townhomes	\$206	271	\$55,845
HDR Apartments	\$206	125	\$25,759
Residential Subtotal		948	\$253,953
Nonresidential	<i>per acre</i>	<i>acres</i>	
Professional Office	\$2,308	5.5	\$12,787
Commercial	\$1,390	19.3	\$26,811
Tech/Business Park	\$493	32.9	\$16,194
Light Industrial	\$0	0.0	\$0
Nonresidential Subtotal		57.7	\$55,792
Total Developable Land Uses			\$309,745

"taxes_a"

Source: City of Roseville; and EPS.

[1] Based on annual maintenance cost estimates provided by the City in July, 2015. Please see Table B-2.

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**Table B-2
Campus Oaks Parks, Parkways and Open Space Financing Plan
Total Parks and Landscape Maintenance Cost**

Item	Quantity	Annual Maintenance Cost [1]	Total Annual Cost
Corridor, Median, Paseo, Open Space & Other Maintenance			
Landscape Corridors	2.06	\$10,500 acre	\$21,630
Paseos	2.25	\$10,500 acre	\$23,625
Medians	4.68	\$10,500 acre	\$49,115
Open Space	1.70	\$1,000 acre	\$1,700
Bike Trails	6,800.00	\$1.06 lineal foot	\$7,208
Masonry Wall Graffiti Removal	12,500.00	\$0.01 square foot	\$125
Masonry Wall Repair	12,500.00	\$1.04 square foot	\$13,000
Leaf Pick Up	5.80	\$61.31 mile	\$356
Street Sweeping	5.80	\$28.62 mile	\$166
Subtotal			\$116,924
Repair/Replacement (sinking fund) (5%)			\$5,846
Corridor, Median, Paseo, Open Space & Other Subtotal			\$122,771
City Administration			
Finance Department (3%)			\$3,683
Parks Department (10%)			\$12,277
Subtotal			\$15,960
County Administration (1%)			\$1,387
Total Annual Maintenance			\$140,118
Park and Storm Drainage Maintenance:			
Parks	9.82	\$12,000 per acre	\$117,848
Stormwater Management	948	\$25 per unit	\$23,700
Subtotal			\$141,548
Repair/Replacement (sinking fund) (5%)			\$7,077
Park and Storm Drainage Maintenance Subtotal			\$148,626
City Administration			
Finance Department (3%)			\$4,459
Parks Department (10%)			\$14,863
Subtotal			\$19,321
County Administration (1%)			\$1,679
Total Annual Maintenance			\$169,627
TOTAL			\$309,745

"maint_cost"

Source: City of Roseville

[1] Medium service level. City provided rates as of January 2014.

10

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**Table B-3
Campus Oaks Parks, Parkways and Open Space Financing Plan
Park Maintenance Cost Allocation**

Park Maintenance

Item	Cost Allocation Basis							Cost Allocation		
	Acres	Units/ Sq. Ft.	PPH/Sq. Ft. per Employee	Population/ Employees	Persons Served Factor	Total Persons Served	Percentage Distribution	Total Cost	Cost per Unit/Acre	
	a	b	c = a * b	d	e = c * d	f = e / total persons served	g = f * total cost	g / a		
Residential Land Uses										
LDR	46.8	242	745	1.00	745	27%	\$45,408	\$188		
MDR Rowhouse	18.1	130	400	1.00	400	14%	\$24,393	\$188		
MDR Paseo	8.4	84	259	1.00	259	9%	\$15,762	\$188		
MDR Cluster	9.1	96	295	1.00	295	11%	\$18,013	\$188		
HDR Townhomes	17.0	271	550	1.00	550	20%	\$33,561	\$124		
HDR Apartments	5.0	125	254	1.00	254	9%	\$15,480	\$124		
Residential Subtotal	104.3	948	2,503		2,503	90%	\$152,617			
Nonresidential Land Uses										
Professional Office	5.5	60,000	333	0.50	90	3%	\$5,493	\$991		
Commercial	19.3	170,000	450	0.50	189	7%	\$11,517	\$597		
Tech/Business Park	32.9	300,000	750	0.00	0	0%	\$0	\$0		
Light Industrial	0.0	0	750	0.50	0	0%	\$0	\$0		
Nonresidential Subtotal	57.7	530,000	958		279	10%	\$17,010			
Total			3,461		2,782	100%	\$169,627			

land_park_a2

[1] Not applicable to nonresidential land uses.

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**Table B-4
Campus Oaks Parks, Parkways and Open Space Financing Plan
Landscape Maintenance Cost Allocation**

**Landscape & Streetscape
Maintenance**

Item	Acres	Units/ Sq. Ft.	Cost Allocation Basis			Percentage Distribution	Cost Allocation	
			PPH/ Sq. Ft. per Employee	Total Persons or Employees [1]	Total Cost		Cost per Unit/Acre	
Residential Land Uses								
LDR	46.8	242	3.08	745	\$30,151	22%	\$125	
MDR Rowhouse	18.1	130	3.08	400	\$16,197	12%	\$125	
MDR Paseo	8.4	84	3.08	259	\$10,466	7%	\$125	
MDR Cluster	9.1	96	3.08	295	\$11,961	9%	\$125	
HDR Townhomes	17.0	271	2.03	550	\$22,284	16%	\$82	
HDR Apartments	5.0	125	2.03	254	\$10,279	7%	\$82	
Residential Subtotal	104.3	948	2.64	2,503	\$101,336	72%		
Nonresidential								
Professional Office	5.5	60,000	333	180	\$7,294	5%	\$1,317	
Commercial	19.3	170,000	450	378	\$15,294	11%	\$793	
Tech/Business Park	32.9	300,000	750	400	\$16,194	12%	\$493	
Light Industrial	0.0	0	750	0	\$0	0%	\$0	
Nonresidential Subtotal	57.7	530,000		958	\$38,782	28%		
Total	162.0			3,461	\$140,118	100%		

[1] Reflects land use totals of Proposed Project at Buildout.

EXHIBIT M

WATER CONSERVATION PLAN

[See Attached]

WATER CONSERVATION PLAN

Date: June 15, 2015

**By: Derrick Whitehead, PE
Municipal Consulting Group**



6238 Birdcage Street Citrus Height, CA 95610

Table of Contents

Introduction	1
Study Purpose and Objectives	1
Project Description.....	1
Project Setting.....	2
Proposed Project.....	2
Baseline Water Use.....	5
Methods for Reducing Water Consumption	7
Turf Reduction.....	7
Residential Turf Reduction.....	7
Non Residential Turf Reduction	9
Smart Irrigation Controller.....	11
Reticulating Hot Water Systems.....	12
Summary	14
References	17
Figures	
Figure 1 - Project Location.....	1
Figure 2 - HPCO Amendment Area	2
Figure 3 - HPCO Land Use Plan	3
Tables	
Table 1 - HPCO Master Plan Amendment Area Land Use Summary.....	4
Table 2 - Campus Oaks Rezone Area Proposed Land Uses Baseline Water Demand	5
Table 3 - Typical Single Family Residential Water Usage	6
Table 4 - Potable Water Demand Residential Use.....	7
Table 5 - Reduced Landscape Turf Areas For LDR and MDRL.....	8
Table 6 - Reduced Turf/Increased Soft Plantings Water Savings - Residential	9
Table 7 - Reduced Turf/Increased Soft Plantings Water Savings - Non Residential	11
Table 8 - Smart Irrigation Controller Water Savings	12

Table 9- Re-Circulating Hot Water System Water Savings..... 13
Table 10 - Potable Water Recycled Water Summary 14
Table 10.A - Est. Potable Water Saved by Implementing Conservation Measures..... 15
Table 10.B - Est. Recycled Water Saved by Implementing Conservation Measures 15



INTRODUCTION

STUDY PURPOSE AND OBJECTIVES

The purpose of this Water Conservation Plan (Plan) is to define how much surface and recycled water can be conserved as the various parcels implement the conservation best management practices requirements. The Plan will calculate water demands within the Hewlett-Packard/Campus Oaks (HPCO) Master Plan Amendment Area and apply conservation requirements that reduce the draw on the City of Roseville's (City) water sources.

The primary objective of this Plan is to estimate the anticipated level of conservation for the overall project focusing on the three City requested Best Management Practices (BMP's). These BMP's reduce the amount of potable water and recycled water needed to support the Project.

The Plan will follow these steps:

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

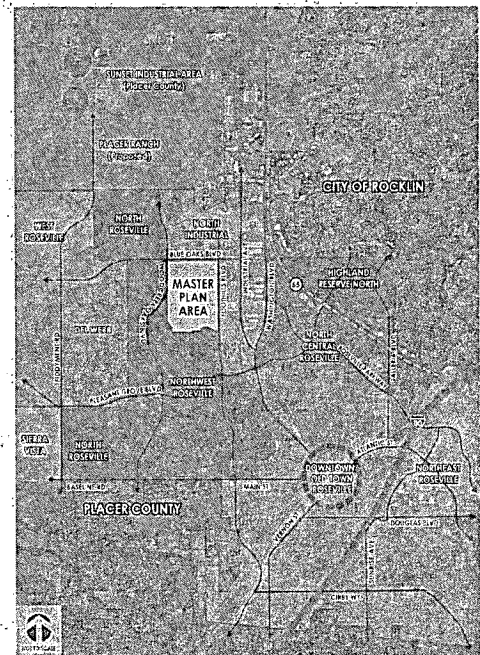


Figure 1- Project Location

PROJECT DESCRIPTION

Hewlett-Packard and BBC Roseville Oaks, LLC have proposed an amendment to the Hewlett-Packard Roseville Campus Master Plan that would reconfigure the land uses and infrastructure on a portion of the Master Plan Area. The Hewlett-Packard Roseville Campus Master Plan establishes development regulations for 492.2 acres at the southwest corner of Blue Oaks and Foothills Boulevards within the City of Roseville's North Industrial Planning Area (see **Figure 1**). Originally adopted in June 1996, the Master Plan envisioned a manufacturing and office campus to accommodate Hewlett-Packard's existing and planned operations. Hewlett-Packard has subsequently adjusted its facilities needs for the Roseville campus, divesting its ownership in all but a portion of the Master Plan Area.

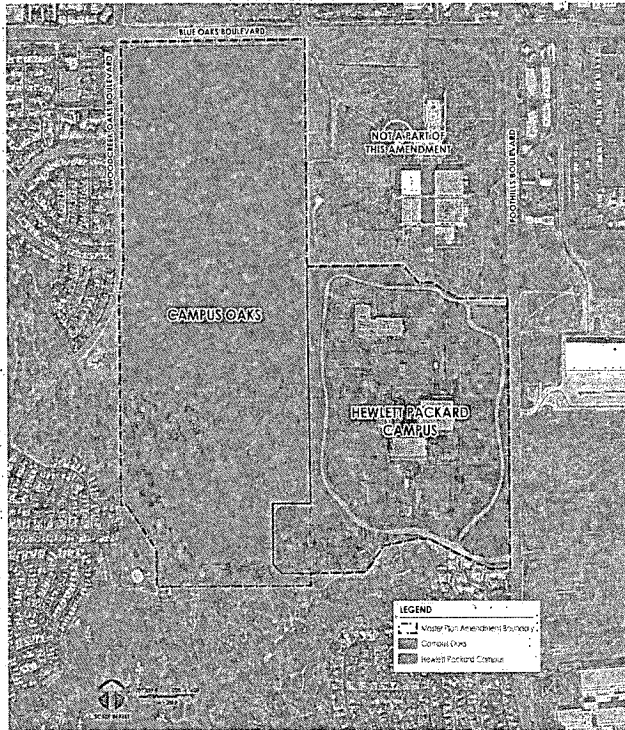


Figure 2- HPCO Amendment Area

The proposed amendment to the Master Plan, the Hewlett-Packard|Campus Oaks (HPCO) Master Plan Amendment provides for a mixed-use community on a 375.7-acre portion of the original Master Plan Area (See **Figure 2**). The HPCO Amendment Area is organized into two physically and functionally integrated sub-areas: the Hewlett-Packard Campus accommodating existing and planned light industrial, recreation and related uses (blue area); and Campus Oaks (tan area) planned for a new mix of tech/business park, office, commercial, residential, park and recreation, open space and public uses. The HPCO Master Plan Amendment supersedes all prior Master Plan requirements for the HPCO Amendment Area.

PROJECT SETTING

The HPCO Amendment Area has been designated for development for over 35 years. Surrounded by established employment, commercial and residential uses, the eastern portion of the Amendment Area is partially developed by Hewlett-Packard. The western portion of the Amendment Area, Campus Oaks, is undeveloped consisting primarily of annual grasslands with gently rolling topography that has been highly disturbed over time through bi-annual disk-plowing. The southern portion of Campus Oaks contains a City owned open space/wetland preserve along the South Branch of Pleasant Grove Creek.

PROPOSED PROJECT

The HPCO Master Plan Amendment establishes updated land use and zoning regulations, mobility and infrastructure plans, public services provisions, design guidelines, and development approval processes for the 375.7-acre Amendment Area. The remainder of the larger Master Plan Area will continue to be regulated by the existing Hewlett-Packard Roseville Campus Master Plan.

The HPCO Master Plan Amendment proposes to retain the existing Light Industrial land use designation on a majority of the Hewlett-Packard Campus, refining the square footage allocated to the Campus based upon Hewlett-Packard's projected development program. In addition, a City park is proposed on the western edge of the Campus.

The existing Light Industrial land use designation on Campus Oaks is proposed to be changed to a mix of

tech/business park (LI), office, commercial, residential, park and recreation, open space and public uses. The existing, City owned wetland preserve will be retained, and will be augmented by additional open space parcels.

The HPCO Master Plan Amendment includes proposed revisions to the mobility and utility systems to accommodate the revised land uses. The mobility system will include a modified grid street pattern that is connected to, and helps to complete, the City's larger roadway network; an interconnected system of paths, sidewalks and bike lanes; and multiple transit stops. HP Way will be constructed as a public roadway through the project site. Other roadway connections will include the extensions of New Meadow Drive from the north,

and Painted Desert and Crimson Ridge Drives from the west.

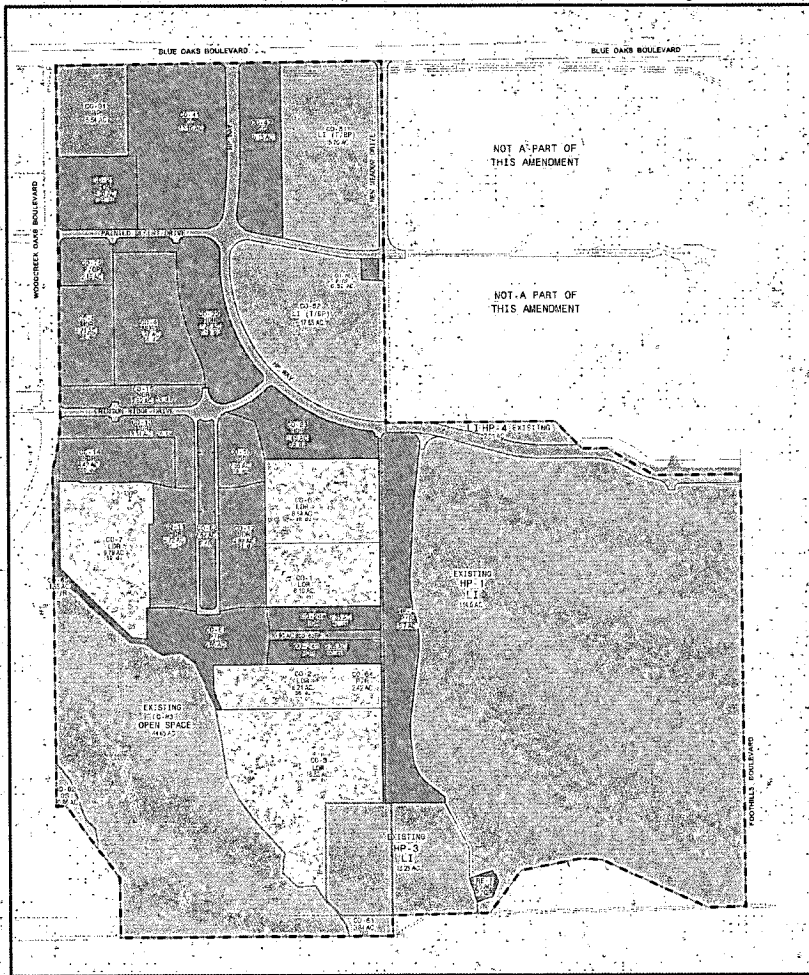


Figure 3 – HPCO Land Use Plan

The construction of backbone utility infrastructure will be necessary to accommodate full build-out of the Amendment Area. Water, recycled water, wastewater, drainage, electric, natural gas, and telecommunications infrastructure exist within and/or adjacent to the Amendment Area. Since adoption of the 1996 Master Plan, substantial development and associated infrastructure improvements have been constructed in the vicinity of the Amendment Area. The HPCO Amendment accounts for these changed conditions to define an updated and efficient backbone utility infrastructure program.

Proposed land uses within the HPCO Master Plan Area are summarized on Table 1, and illustrated on Figure 3.

TABLE 1: HPCO Master Plan Amendment Area Land Use Summary

Land Use	Gross Acres	Building Square Feet (sf)					Dwelling Units (du)		
		Existing	Future	Total Capacity	FAR Range	Avg. FAR	Units	du/ac Range	Avg. du/ac
EMPLOYMENT AND COMMERCIAL USES									
Light Industrial (LI)	129.24 ac	593,820sf	606,180 sf	1,200,000	20-50%	21%			
Tech/Business Park (T/BP-LI)	32.85 ac		300,000 sf	300,000 sf	20-40%	21%			
Business Professional (BP)	5.54 ac		60,000 sf	60,000 sf	20-40%	25%			
Community Commercial (CC)	19.29 ac		170,000 sf	170,000 sf	20-40%	20%			
Sub-Total	186.92 ac	593,820sf	1,136,180 sf	1,730,000 sf		21%			
RESIDENTIAL USES									
Low Density (LDR)	46.76 ac						242 du	0.5-6.9	5.2
Medium Density (MDR)	35.60 ac						310 du	7.0-12.9	8.7
High Density (HDR)	21.97 ac						396 du	13.0+	18.0
Sub-Total	104.33 ac						948 du		9.1
PARK, OPEN SPACE AND PUBLIC USES									
Park & Recreation (P/R)	19.44 ac								
Paseo (P/R)	2.25 ac								
Open Space (OS)	46.35 ac								
Public (P/QP)	2.97 ac								
Sub-Total	71.01 ac								
Backbone Roads	13.47 ac								
TOTAL	375.73 ac	593,820sf	1,136,180 sf	1,730,000 sf		21%	948 du		9.1

NOTE: Existing development consists of Buildings R3 (126,220 sf), R4 (131,190 sf), R5 (158,760 sf) and R6 (177,650 sf).

Baseline Water Use

Municipal Consulting Group developed a baseline water-use estimate for the proposed Campus Oaks area. A summary of the water use factors and resultant estimated water demands are presented in **Table 2**. It is noted that these estimated water demands include both potable and recycled water usage in Campus Oaks. Additionally, system losses are not accounted for in any calculations.

Residential		Gross Acres	Units	Annual Demand (AFY)
	LDR	46.76	242	146.90
	MDR	35.60	310	127.75
	HDR	21.97	396	87.47
	Subtotal:	104.33	948	362.12
Non-Residential				
	Commercial /Business Professional	57.68		167.87
	Parks	12.99		43.48
	Open Space	46.35		0.00
	Public Quasi Public	2.47		4.93
	Subtotal:	119.49		216.28
Right of Way		0.00		0.00
		223.82	948	578.40
Total (AFY)				578.40
System Losses (2%) AFY				11.57
Total System Demand (AFY)				589.97

Notes: Demand factors and annual demands are based on the Campus Oaks Rezone Area – Land Use Plan, dated January 22, 2015 and City of Roseville unit water demand factors.

For single-family residential areas, the annual water demands shown in **Table 2** are divided into internal and external uses based on how water is used throughout the City. **Table 3** presents the percentage of external usage as well as various indoor usage percentages. These factors are used to quantify the impact various conservation measures have on the Plan's water demand.

For high-density residential (HDR) land uses, it was estimated that 20% of the overall water usage calculated in **Table 2** is used for exterior landscape irrigation. Landscape usage for HDR-Attached units will use recycled water to meet all exterior demands for the parcels.

**Table 3
Typical Single-Family
Residential Water Usage
For LDR and MDR Land Use Types**

Use	Percent of Total Use
Landscaping	51%
Toilets	13%
Faucets, cooking, cleaning	10%
Shower	9%
Clotheswasher	8%
Bath	6%
Toilet leaks	2%
Dishwasher	1%
Note: Values in Table 2 were incorporated from the Creekview Specific Plan, Water Conservation Technical Study, which utilized values from the City's FAQ - 794.	

As shown in **Table 3**, 51% of water used by LDR and MDR uses is for exterior landscape irrigation. This usage is then split between the front and back yards of the residence, 60% for backyard landscaping and 40% for the front yard. This division of landscaping between the front and back yards was estimated with greater demand in the back yard than the front yard because hardscape limits the irrigation in a typical front yard. High Density Residential (HDR) parcels do not have a front- or back-yard areas, but utilize more common areas, as such, the irrigation demand associated with HDR parcels is represented as the total irrigated area using recycled water to meet the Annual Irrigation Demand.

This baseline water use is summarized in **Table 4**.

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

**Table 4
Potable Water Demand
Residential Use**

Campus Oaks Land Use Designation	Annual Demand (AFY)	Annual Irrigation Demand (AFY)¹	Annual Front- Yard Demand (AFY)²	Annual Back Yard Demand (AFY)³
		51%	40%	60%
Low Density Residential	146.90	74.92	29.97	44.95
Medium Density Residential	127.75	65.15	26.06	39.09
High Density Res-Attached	Irrigated with Recycled Water			
Sub-Total Campus Oaks Residential	274.65	140.07	56.03	84.04

Notes.

1. Calculated as 51% of annual demand for LDR and MDR uses.
2. Calculated as 40% of irrigation demand for LDR and MDR uses.
3. Calculated as 60% of irrigation demand for LDR and MDR uses.

Methods for Reducing Water Consumption

Methods identified in this conservation plan can be used individually or in combination to reduce the Campus Oaks water consumption. The various methods recommended for use within the plan area includes:

- Turf Reduction
- Smart Irrigation Controllers
- Recirculating Hot Water Systems

Turf Reduction

One of the simplest and most effective ways to conserve water is to limit the area of turf being irrigated, or exchanging higher water use plant materials (like turf) for lower water using plant materials ("soft plantings"). There are a number of plantings that can be used that dramatically reduce water demand when they replace turf. The actual water demand for soft plantings depends on the individual species. Data provided by the City of Roseville water conservation staff assumes replacing turf with soft plantings could yield a water savings of 56% compared to irrigation of turf. Turf reductions are recommended for implementation in residential and non-residential parcels within the Campus Oaks Master Plan area.

Residential Turf Reduction

It is assumed that replacing turf with low water-use plantings could be accomplished on all types of residential property, including low, medium, and high-density residential parcels as well as non-residential parcels. In order to assess the potential impact of this change on residential parcels, the

following assumptions were made:

- When accounting for drive ways, walk ways and hardscape areas, the landscaped area in the front yard is estimated to be 75% of the front yard area for LDR and MDR units. Of this landscaped area, it is assumed that 70% of the front yard area is turf and 5% is soft plantings. The turf area in the front yard would be reduced from 70% to 42% of the landscaped area and the soft landscaping would increase from 5% to 33%. See the figure in Appendix A for an example of how turf placement could be reduced on a typical single-family lot.
- Area converted from turf to soft plantings represents a conversion of 28% of the landscaping in the front yard. This results in the following front yard areas: 25% hardscape (driveway, paths), 42% turf, and 33% low water use plantings (See the figure in Appendix A).
- For the Roseville area, soft plantings on average use 70% less water than turf. This estimate is based on data collected by the City of Roseville. This means that turf has an average daily demand of 3,064 gallons per day per acre (gpd/acre) and soft plantings have an average daily demand of 919 gpd/acre.
- Soft plantings also utilize low volume irrigation systems like a drip or micro-spray system designed to achieve uniform application of water unlike an overhead spray irrigation system used for turf. To accomplish the 70% reduction in water usage obtained from using soft plantings, this evaluation also assumes that landscaping is irrigated properly (no over-or under-watering).

Table 5 presents the base landscape percentage and new residential landscaped areas.

Land Use Designation	Front Yard Irrigated Area¹	Base Condition		Base Condition With Water Conservation	
		Turf Area	Low Water Use Area²	Turf Area	Low Water Use Area²
Low Density Residential	75%	70%	5%	42%	33%
Medium Density Residential	75%	70%	5%	42%	33%

1. As a percentage of the front yard, See Appendix A.

2. Includes 5% existing low water use plantings + 28% new water use plantings.

Recycled water will be used to irrigate the high-density attached residential land uses, and thus would conserve potable water.

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

For the annual front yard turf demand, as calculated for low-density residential land-uses, 75% of the front yard area is landscaped, 70% turf and 5% soft plantings. Since soft plantings use 70% less water than what is required for turf, this 5% area is equal to 1.50% (5% x 30%) turf area.

This resulted in the following annual front yard demands for LDR, MDR is calculated the same way.

Turf: 29.97 AFY * (70%/71.50 %) = 29.34 AFY

Soft Planting: 29.97 AFY * (1.5%/71.5%) = 0.63 AFY

Totaling: 29.97 AFY

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

Adjusted landscape demand for LDR (example of calculation):

29.97 AFY * (42%/70%) = 17.98 AFY – Modified Turf Demand

29.97 AFY * (28%* 30%/70%)+ 0.63 AFY = 4.23 AFY – Modified Soft Planting

Totaling 22.21 AFY

29.97 AFY – 22.21 AFY = A savings of 7.76 AFY

Table 6 presents the results of the residential water savings for replacing landscape turf in the low density and medium density residential areas of the proposed Campus Oaks Master Plan area.

Land Use Designation	Annual Front Yard Demand (AFY)	Modified Turf Demand (AFY)	Reduction Due to Landscape Conversion (AFY)
Low Density Residential	29.97	22.21	7.76
Medium Density Residential	26.06	19.31	6.75
Total:	56.03	41.52	14.51

Non-Residential Turf Reduction

Turf reduction on non-residential parcels within the Campus Oaks area, turf reduction is assumed to be employed on all landscaped areas.

The assumptions utilized to estimate water conservation in the non-residential areas of the Campus Oaks sub-area are as follows:

- Within Roseville, soft plantings are assumed to use 70% less water than turf.
- High Density Residential parcels landscape approximately 40% of the overall parcel.

- Commercial / Business Professional parcels landscape approximately 30% of the overall parcel.
- Park parcels landscape approximately 90% of the overall parcel.
- Parks are estimated to landscape approximately 80% of the landscaped portion of the parcel area with turf and 20% with soft plantings. The landscape percentage would be reduced to 30% turf and 70% soft plantings.
- Low water use areas are assumed to utilize low volume irrigation systems such as a drip or micro spray system design to achieve irrigation uniformity rather than an overhead spray irrigation system typically used for turf.
- Right-of-Way streetscape landscaping is calculated based on the respective street segments. The amount of landscaping for each reach is based on the type of arterial landscaping being proposed in the master plan.
- Right-of-Way streetscapes are estimated to landscape approximately 80% of the landscaped portion of the parcel area with turf and 20% with soft plantings. The landscape percentage would be reduced to 30% turf and 70% soft plantings.

Table 7 summarizes the results of reducing turf and replacing it with soft plantings in various types of non-residential installations.

Land Use Designation	Annual Irrigation Demand (AFY)	Modified Annual Irrigation Demand (AFY)	Water System Savings (AFY)	Type
Campus Oaks Area				
High Density Residential	17.49	10.77	6.73	Recycled
Parks	39.13	28.18	10.95	Recycled
Public Quasi Public	2.46	1.26	1.20	Recycled
Right of Way	0	0	0	Recycled
Total Campus Oaks	59.08	40.21	18.88	Recycled

Smart Irrigation Controller

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

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

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

The additional savings expected with the use of a smart irrigation controller are presented in **Table 8**. All land use types will be required to employ smart irrigation controllers. These calculations assume that the area of turf is reduced as described above.

As an example, for the low-density residential front yards, the annual demand is 22.21 AFY. Assuming that this demand is reduced by 20% when using smart irrigation controllers, the reduced demand is estimated to be:

$$22.21 \text{ AFY} * (80\%) = 17.76 \text{ AFY}$$

**Table 8
Smart Irrigation Controller
Water Savings**

Land Use Designation	Turf Modified Demand (AFY)	Reduced Demand (AFY)	Water Savings (AFY)	Water System Saving
Campus Oaks Area of HP-CO Master Plan				
Low Density Residential:				
Front Yard	22.21	17.76	4.44	Potable
Back Yard	44.95	35.96	8.99	Potable
Medium Density Residential:				
Front Yard	19.31	15.45	3.86	Potable
Back Yard	39.09	31.27	7.82	Potable
Total Potable Campus Oaks	125.56	100.45	25.11	Total Potable
High Density Residential	10.77	8.61	2.15	Recycled
Parks	28.18	22.54	5.64	Recycled
Public Quasi Public	1.26	1.00	0.26	Recycled
Right of Way				Recycled
Total Campus Oaks	165.77	132.60	33.15	

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

Recirculating Hot Water Systems

Recirculating hot water systems use a pump to keep the water in the hot water lines circulating back to the water heater to keep the water in the hot waterlines hot. This provides hot water at the tap immediately and prevents the need to let cold water flow down the drain until the water heats up. These systems can be operated in a number of different ways but all conserve water in the same manner. For this study, it was estimated that each draw of hot water would waste approximately 1.25 gallons per occurrence. This is equivalent to drawing water through 50 feet of 3/4-inch pipe with each draw. For purposes of this analysis, it is assumed that this occurs six times per day per dwelling unit (7.5 gallons per day per dwelling unit). The expected savings are presented in **Table 9**.

A low-density residential land use having a total number of dwelling units of 242 is used as a calculation example. The reduced water demand would be estimated to be:

$$242 \text{ units} * 6 \text{ occurrences per day} * 1.25 \text{ gpd/EDU} * 365 \text{ days} = 662,475 \text{ gallons per year} = 2.03 \text{ AFY}$$

**Table 9
Re-Circulating Hot Water System
Water Saving**

Land Use Designation	Dwelling Units (DU)	Recirculating Hot Water (AFY)	Water System Savings
Campus Oaks			
Low Density Residential	242	2.03	Potable
Medium Density Residential	310	2.60	Potable
High Density Residential	396	3.33	Potable
Total Campus Oaks	948	7.96	

Summary

The water conservation measures selected for implementation for the Campus Oaks area of the Master Plan follow previous Specific Plan. These measures were selected because of their ability to be cost-effectively implemented and achieve the anticipated water savings. **Table 10** summarizes both potable and recycled water demands as well as estimated conservation results.

Table 10 Potable Water and Recycled Water Summary ¹					
	Water Conser (AFY)	Water Usage (AFY)	Rec Water Conser (AFY)	Rec Water Usage (AFY)	Running Total (AFY)
Initial Water Demand Estimate		469.07		109.33	578.40
Conserved Potable Water	47.59				(47.59)
Conserved Recycled Water			26.93		(26.93)
Net Demand		421.48		82.40	503.88

1 – Totals do not include system losses of 2%.

The total estimated amount of water conserved through this plan is projected to be 74.52 AFY (47.59 AFY of potable water and 26.93 AFY of recycled water) plus an additional reduction for recycled water use of 82.40 AFY totaling 156.92 AFY less potable water. This equates to a 26.60% reduction in usage by implementing the proposed conservation measures. The net potable demand is 433.05 AFY – a reduction of 156.92 AFY.

Tables 10.A and 10.B provide the detailed results for Potable Water Usage (10.A) and Recycled Water Usage (10.b). Water savings are based on the three specific conservation measures applied to various land use categories throughout the Campus Oaks area as identified in **Table 1**.

**Table 10.A
Estimate Potable Water Saved
by Implementing Conservation Measures
(AFY)**

Residential	Annual Demand (AFY)	Outdoor Demand (AFY)	Modified Turf Savings (AFY)	Smart Timer Savings (AFY)	Insta Hot Savings (AFY)	Total Savings (AFY)
LDR	146.90	74.92	7.76	13.43	2.03	23.02
MDR	127.75	65.15	6.75	11.68	2.60	21.03
HDR	87.47	17.49	Recycled Water		3.33	3.33
Subtotal:	362.12	157.56	14.51	25.11	7.96	47.58

**Table 10.B
Estimate Recycled Water Saved
by Implementing Conservation Measures
(AFY)**

	Original Annual Demand (AFY)	Outdoor Demand (AFY)	Conservation Measures			Conserved RW (AFY)
			Modified Turf (AFY)	Smart Timer (AFY)	Insta Hot Savings (AFY)	
Residential HDR	87.47		6.73	2.15		8.88
Non-Residential						
Commercial	56.14	16.84				
Business / Professional	111.73	33.52				
Parks / Open Space	43.48	39.13	10.96	5.64		16.60
Public Quasi Public	4.93	2.46	1.21	0.25		1.46
Subtotal:	216.28	91.53	18.90	8.04		26.94
Total:	578.40	249.09	33.41	33.15	7.96	

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

- Constructing parcels with these water conservation measures in place.
- By simply having an available smart irrigation controller with the capacity to run the front and back yard systems pre-wired and in place, using this controller is a financially sound decision for the land owner versus replacing the controller with a different one.
- The City or the applicable school district, commercial owner, or a homeowners association will maintain landscape areas for parks, paseos, or Right of Ways. It is expected that landscape maintenance professionals will be able to maintain these water savings through proper management of these landscapes, especially by minimizing run-off through effective adjustment of the smart irrigation controller and other pertinent infrastructure.
- For single-family residences (LDR and MDR Land Use types), it is expected that a two-fold measure will be required to realize long-term water savings.
 1. Restrictions in the codes, covenants and restrictions for each parcel that limiting the types and/or locations of landscape in the front yards of each residence.
 2. Ongoing outreach by the City to remind and reinforce the need for water conservation. This can include attachments to the water bill, water audits that can be made available to HPCO land owners by City staff, the promotion of the City's water conservation website, and the availability of City water conservation staff to respond to specific questions.
 3. Educating homeowners on how to use and setup their smart irrigation controllers, especially if the back yard has not been added to the system.
- Conservation measures should be applied to commercial and business professional land use types to ensure consistency across all land use types.

References

1. Morton and Pitalo Civil Engineering, Inc., *Campus Oaks Land Use Plan DRAFT*, January 22, 2015.
2. University of California Cooperative Extension, Sacramento County Agriculture and Natural Resources, Garden Notes, June 2008.
3. US Bureau of Reclamation, Summary of Smart Controller Water Savings Studies, April 2008.

Appendix A- Front Yard Conservation Exhibit

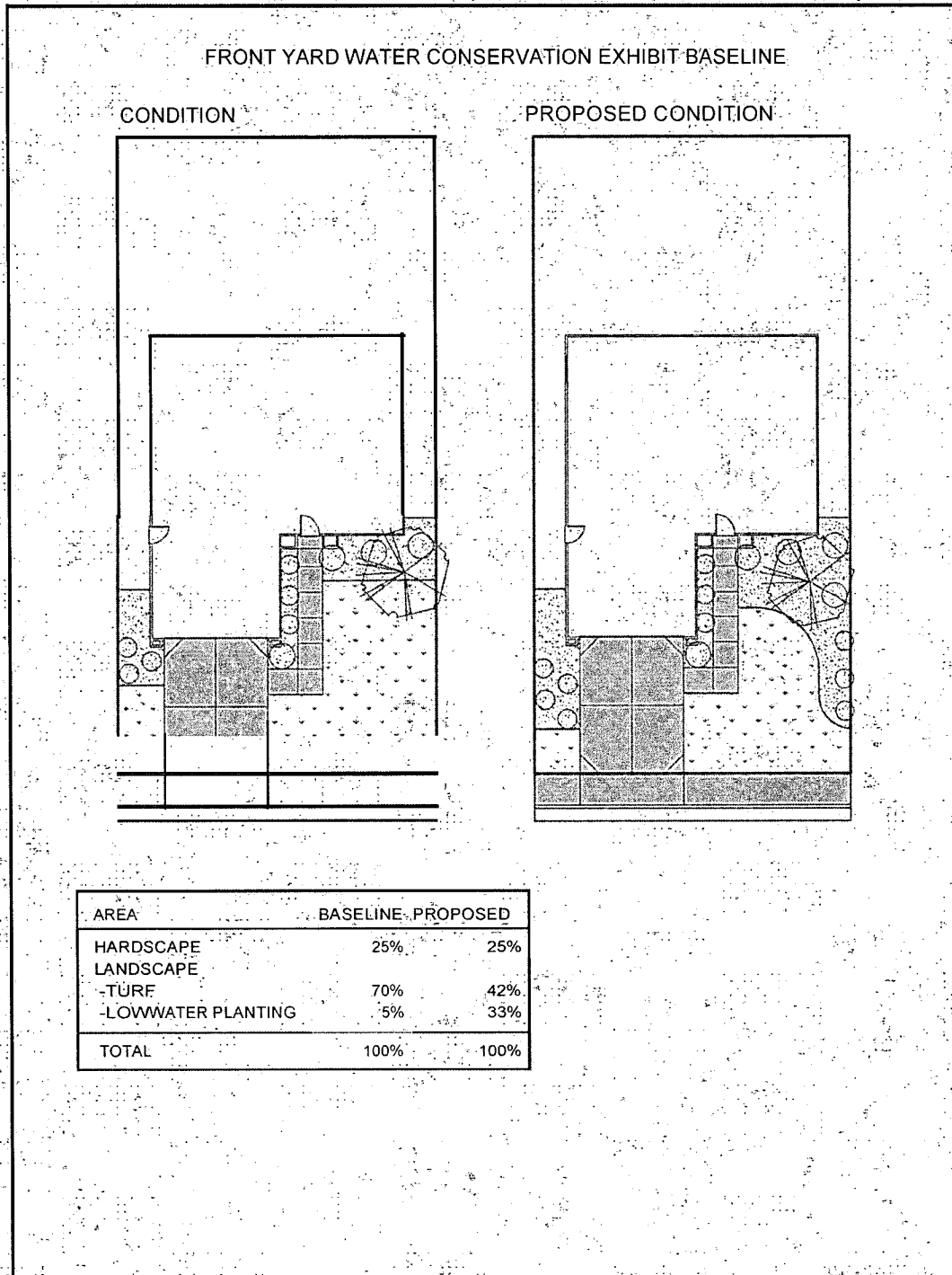


EXHIBIT 'N'

Campus Oaks Community Facilities District Eligible Improvements

HPCO CFD List of Improvements

Roadway / Utility Improvements:

Blue Oaks Blvd, Woodcreek Oaks Blvd., HP Way, Painted Dessert, Crimson Ridge, New Meadow Drive,
Residential and Collector Roadways:

1. Site Clearing, Grubbing & Demolition
2. Grading & soil import / export
3. Roadway / utility trench excavations
4. Curbs
5. Gutters
6. Sidewalks
7. Access Ramps
8. Pavement
9. Pavement Slurry Seal
10. Enhanced/Decorative pavement, concrete and/or pavers
11. Sanitary Sewer mains, manholes and appurtenances
12. Potable Water mains, valves, services and appurtenances
13. Non-Potable Water mains, valves, services and appurtenances
14. Storm Drain mains, laterals, manholes, drain inlets and appurtenances
15. Storm Drain outfalls and water quality measures
16. Dry utilities (i.e. gas, electric, telephone, cable, fiber, etc.), vaults, pull boxes, services and appurtenances
17. Under grounding of existing overhead utilities
18. Median landscaping and irrigation
19. Landscape corridors and irrigation
20. Streetlights and appurtenances
21. Traffic Signals, interconnects and appurtenances
22. Signage
23. Striping
24. Erosion control measures
25. Masonry walls
26. Bus Shelters
27. Monument signs
28. Traffic Control
29. Right-of-way acquisitions
30. Agency fees

Other Improvements/Facilities

1. Well site, including but not limited to, site clearing, grading, paving, curbs, gutters, site lighting, site drainage, sewer service, water service, well drilling, well casing and appurtenances, site landscaping and irrigation; access gates, fencing, recycle containers and bins, striping and signage.
2. Park and/or Paseo Improvements
3. HP2/CO64 Park Improvements
4. Trails and Open Space Improvements
5. Environmental Mitigation(s)
6. Off-site hawk, agricultural and/or wetland mitigation property acquisition.
7. Off-site non-potable water pump.
8. Engineering Studies
9. Preparation of an Overarching O&M Plan for the City of Roseville Open Space Preserves.
10. Preparation of an engineers report for the use of recycled water.

ORDINANCE NO. 5534

ADOPTING A FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC, RELATIVE TO THE CAMPUS OAKS PROPERTY OF THE ROSEVILLE MASTER PLAN 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 Fourth Amendment to Development Agreement by and between the City of Roseville and BBC Roseville Oaks, LLC, pertaining to the property located within the Hewlett-Packard Roseville Master Plan area.

SECTION 2. Prior to considering the proposed Development Agreement, the City Council adopted an Addendum to the Hewlett-Packard Master Plan Environmental Impact Report pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Fourth Amendment to Development Agreement, and makes the following findings:

1. The Fourth Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Hewlett-Packard Roseville Campus Master Plan;
2. The Fourth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Fourth Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Fourth Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Fourth Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Fourth Amendment to Development Agreement, by and between the City of Roseville and BBC Roseville Oaks, LLC, 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 5. The City Clerk is directed to record the executed Development Agreement Amendment 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 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

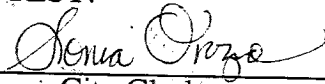
SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in 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 19th day of August, 2015, by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Rohan, Herman, Roccucci, Garcia
NOES COUNCILMEMBERS: None
ABSENT COUNCILMEMBERS: None



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

98/