



*Planning*

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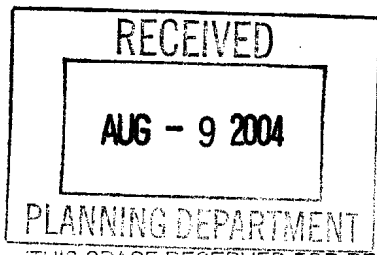
Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

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Development Agreement

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF ROSEVILLE,  
JOHN MOURIER CONSTRUCTION, INC. AND ROSEVILLE  
TECHNOLOGY PARK ASSOCIATES, LLC  
RELATIVE TO THE  
LONGMEADOW PROPERTY**

This Development Agreement is entered into this 21st day of June, 2004, by and between the CITY OF ROSEVILLE, a municipal corporation (hereinafter "City"), JOHN MOURIER CONSTRUCTION, INC., a California corporation (hereinafter "Landowner"), and ROSEVILLE TECHNOLOGY PARK ASSOCIATES, LLC, a California limited liability company (hereinafter "Longmeadow") pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

**Recitals**

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

2. **Property.** The subject of this Agreement is the development of those certain parcels of land, consisting of approximately 99.8± acres as described in Exhibit "A-1" and shown on Exhibit "A-2" (hereinafter the "Property"), attached hereto and incorporated herein by this reference. Landowner and Longmeadow represent that all persons holding legal or equitable interests in the Property shall be bound by the Agreement. Landowner is under contract to acquire all of the Property except for that portion of the Property to be designated Business Professional which shall be retained by Longmeadow (hereinafter, the "BP Property"), and agrees that Landowner's right to develop the Property in accordance with the Entitlements hereunder shall not become effective unless and until Landowner acquires the Property. Specifically, Landowner shall acquire no right to develop any portion of the Property in accordance with the land use entitlements which are the subject of this Agreement unless and until Landowner acquires fee title to all of the Property except the BP property, and this Agreement shall automatically expire as to Landowner on April 1, 2005 if Landowner has not by that time acquired fee title to that portion of the Property. Particular portions of the Property are sometimes referred to as Village 1 and Village 2, as shown on Exhibit B-1.

3. **School Site Reservation.** By a separate agreement entitled Longmeadow Residential Project, Elementary and Middle School Impact Mitigation Agreement, dated on or about April 1, 2004 ("RCSD Agreement"), Landowner and the Roseville City School District ("RCSD"), have made provision for a possible elementary school site within the Property. By the terms of the RCSD Agreement, incorporated herein by this reference, RCSD has acquired from Landowner an option to purchase a certain 7.49±/1 acre parcel of land for development of an elementary school. As provided by the RCSD Agreement, RCSD must exercise its option, if at all, within 18 months from the date of the RCSD Agreement. Because it is not yet known whether RCSD will exercise the option, this Agreement includes certain alternative provisions, the applicability of which will be determined by whether the RCSD option is exercised. For example, certain provisions of this Agreement may include different rights and obligations "with a school" and "without a school." Such references relate to RCSD's eventual determination whether to exercise the option.

4. Hearing. On March 11, 2004, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed and conducted public hearing, considered this Agreement and recommended that the City Council approve this Agreement.

5. Mitigated Negative Declaration. On April 7, 2004, the City Council, ratified as adequate and complete the Mitigated Negative Declaration (the "Negative Declaration") for the development contemplated by this Agreement, known as the Longmeadow Project (the "Project"). Mitigation measures were suggested in the Negative Declaration and are incorporated in the Project and in the terms and conditions of this Agreement, as reflected by the findings adopted by the City Council concurrently with this Agreement.

6. No Further Environmental Documents. The City Council has determined that the adoption of this Agreement involves no new impacts not considered in the Mitigated Negative Declaration; therefore, no further environmental documents relating to the adoption of this Agreement are required.

7. Entitlements. The City Council has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

7.1 The Roseville General Plan, as amended by Resolution No. 04-110;

7.2 The Rezoning of the Property pursuant to Ordinance No. 4071, dated April 21, 2004; and

7.3 This Development Agreement, as adopted by Ordinance No. 4072 (the "Adopting Ordinance").

The approvals described in paragraphs 6.1 through 6.3, inclusive, are referred to herein as the "Entitlements."

8. General Plan. Development of the Property in accordance with the Entitlements and this Agreement will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan. For purposes of the vesting protection granted by this Agreement, except as otherwise provided herein, the applicable law shall be as set forth in the Entitlements as of the date hereof.

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

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

11. Contribution to Costs of Facilities and Services. Landowner and Longmeadow agree to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services to assure that Landowner and Longmeadow may proceed with and complete development of the Property in accordance with the terms of this Agreement. City, Landowner and Longmeadow recognize and agree that but for Landowner's and Longmeadow's

contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide the facilities and services necessary for development of the Property, Landowner and Longmeadow would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's and Longmeadow's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as such development occurs.

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

13. Consistency with General Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City finds and declares that this Agreement is consistent with the General Plan of the City of Roseville, as amended by Resolution No. 04-110.

## AGREEMENT

### SECTION 1: GENERAL PROVISIONS

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

1.2 Property Description and Binding Covenants. The Property is that property described in Exhibits "A-1" and "A-2." It is intended and determined that, upon satisfaction of the conditions to recordation of the Agreement set forth in Section 1.3.1 below, the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Accordingly, all references herein to "Landowner" shall mean and refer to John Mourier Construction, Inc., and each and every subsequent purchaser or transferee of the Property or any portion thereof from Landowner, and all references herein to "Longmeadow" shall mean and refer to Roseville Technology Park Associates, LLC, and each and every subsequent purchaser or transferee of that portion of the property retained by Longmeadow.

#### 1.3 Term.

1.3.1 Commencement; Expiration. The term of this Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement and the full execution of this Agreement by Landowner, Longmeadow and City (the "Effective Date") and shall extend for a period of twenty (20) years after the date of such recordation, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

1.3.2 Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a

parcel designated by the Project's zoning for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) the lot is included within the Services District required by Section 3.15, or other financing mechanism acceptable to the City, to the extent required hereby; and (ii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. This termination of this Agreement for any such residential lot as provided for in this Section 1.3.2 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

**1.3.3 Termination Upon Landowner Request.** This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Project's zoning for residential or non-residential use (other than parcels designated for public use), when recording a final residential lot subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a non-residential building within such parcel, by giving written notice to City of its election to terminate the Agreement for such parcel, provided that: (i) the parcel is included within the Services District required by Section 3.15, or other financing mechanism acceptable to the City, to the extent required hereby; and (ii) with respect to residential parcels, an affordable purchase or rental housing agreement, if required for such parcel pursuant to Section 2.6, has been recorded on the parcel. City shall cause any written notice of termination approved pursuant to this subsection to be recorded against the applicable parcel, at Landowner's or Longmeadow's expense, as the case may be, with the County Recorder within ten (10) days of receipt of such notice.

**1.4 Amendment of Agreement.** This Agreement may be amended from time to time by mutual consent of City and Landowner or Longmeadow (and/or any successor owner of any portion of the Property, to the extent subject to or affected by the proposed amendment), in accordance with the provisions of the Development Agreement Statute. If the proposed amendment affects less than the entire Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is subject to or affected by such amendment. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements which are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

**1.5 Recordation.** Except when this Agreement is automatically terminated due to the expiration of the Term or the provisions of Sections 1.3.2 or 1.3.3 above, the City shall cause this Agreement, any amendment hereto and any other termination thereof to be recorded, at Landowner's or Longmeadow's expense, as the case may be, with the County Recorder within ten (10) days of the date of this Agreement or such amendment or termination becoming effective. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion thereof that is the subject of such amendment or termination.

## SECTION 2: DEVELOPMENT OF THE PROPERTY

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

2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses and approximate acreage's for the Property:

Single-Family, Low Density Residential with or without a school site	144 units on 32.9± acres;
Single Family, Medium Density with school site	328 units on 38.4± acres;
without school site	400 units on 45.8± acres;
Business Professional	10.0± acres;
Park	3.0± acres;
Open Space	8.1± acres;
Total	99.8± 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 this Agreement. Landowner's and Longmeadow's vested right to proceed with the development of the Property shall be subject to subsequent approvals, provided that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner or Longmeadow, as the case may be, is not in default under this Agreement.

2.3 Densities and Density Transfer. The number of residential dwelling units planned for the separate parcels within the Property may be transferred between such parcels, without amendment of this Agreement, subject to compliance with the density limitations of the general plan land use designation and the development standards of a particular zoning category or categories for the transferring and receiving parcels, unless such zoning category is amended. Any change in densities, between Villages 1 and 2 on the Property and associated unit transfers shall be acted on by the Planning Commission as part of a tentative map. Any unutilized residential units, including units within the school reservation, shall return to the City upon recordation of the last residential final map within the Property and neither Landowner nor Longmeadow shall have any entitlement to transfer units outside the Property.

#### 2.4 Rules, Regulations and Official Policies.

2.4.1 Inconsistency. To the extent any future rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation and dedication of land under the Entitlements as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties mutually agree to alter this Agreement. To the extent any future rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, rate or timing of construction, maximum building height and size, or provisions for reservation or dedication of land under the Entitlements or under any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable.

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

preclude compliance with one or more provisions of this Agreement, City, Landowner and Longmeadow shall take such action as may be required pursuant to Section 4.1 of this Agreement to comply therewith.

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

## 2.5 City Fees, Taxes and Assessments.

2.5.1 Processing Fees and Charges. Landowner and Longmeadow 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 and Longmeadow hereunder.

2.5.2 Public Financing Limited to Specific Funding Mechanisms and Fees. This Agreement includes specific construction, funding and reimbursement obligations of Landowner and Longmeadow and specific obligations of Landowner only 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 and Longmeadow'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 effective date of 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, Landowner's and Longmeadow'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 Landowner's and Longmeadow's respective 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.

2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan, and subject to the provision by Landowner of affordable housing as described below and the other terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property (under a breakdown of 2% of total development affordable to middle income households, 4% affordable to low income households, and 4% affordable to very low income households) to be developed as affordable housing, unless otherwise satisfied via payment of an in-lieu fee, as set forth below. In accordance with the terms of this Section and subject to adjustment based on actual development, the goal is to provide twenty-two (22) units affordable for purchase to low-income households, and ten (10) units affordable for purchase to middle-income households in accordance with the provisions of Section 2.6.1 below. In addition, Landowner shall provide an in-lieu fee to be used to expand affordable housing opportunities for very low income households in accordance with the provisions of Section 2.6.2 below as an alternative to providing twenty-two (22) units affordable for purchase to very low income households. Any adjustment based on actual development shall

be subject to the approval of the City's Economic & Community Services Director and/or Housing Programs Manager (collectively, the, "Housing Manager").

Notwithstanding the foregoing, City agrees that Landowner may utilize residential units on the Property over and above the 22 units affordable to low income households and 10 units affordable to middle income households for satisfaction of affordable housing obligations of the 44 acre property to the east of the Property (the "Walaire 44 Property"), subject to the mutual consent of Landowner and the transferring landowner, and the approval of the City's Housing Manager.

The parties acknowledge that the owner of the Walaire 44 Property has submitted an application for land use entitlements for the Walaire 44 Property. In the event that the City permits the Walaire 44 Property landowner to satisfy its affordable housing obligation for both low and very low income households by payment of an in-lieu fee, the City shall, without amending this Agreement, allow Landowner the option to satisfy its affordable housing obligation for low income households by payment of an in-lieu fee to the City in the same manner as paid by the Walaire 44 Property.

The terms "very low income" shall mean households earning less than fifty percent (50% of median income, "low income" shall mean households earning fifty one percent (51%) to eighty percent (80%) of median income, and "middle income" means households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element and City policy.

2.6.1 Affordable Purchase Residential Units. Landowner agrees that, subject to the provisions of Section 2.6 above, twenty-two (22) single family residential units shall be reserved for participation in the City's low income affordable purchase program, and ten (10) single family residential units shall be reserved for participation in the City's middle income affordable purchase program. Such units shall be located in Village 2 of the Project. Landowner shall make these affordable units available to low income and middle income households, as the case may be, without City subsidy.

2.6.1.1 Agreement Required. Prior to the approval of each (if more than one) final residential small lot subdivision map containing affordable purchase units, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement as revised (or other form required by the city) to bring such agreement into conformity with the provisions of this Section 2.6. Specific requirements of the agreement will be determined by the Economic and Community Services Director.

2.6.1.2 Content. The Affordable Purchase Housing Development Agreement(s) shall, for each such residential lot subdivision, set forth, among other things, the distribution of affordable housing units within the subdivision (provided that, with approval of the Housing Manager, affordable units may be moved within the subdivision(s) without requiring amendment to the Affordable Purchase Housing Development Agreement), and Landowner's obligations for marketing the affordable units. No City subsidies will be required to provide residential purchase units affordable to low and middle-income households.

The Affordable Purchase Housing Development Agreement shall include specific requirements for marketing affordable purchase units, inclusion or modifications of amenities, exterior materials and finishes, alternate means of satisfying the affordable housing obligation, and best efforts requirements.

Developer agrees to provide all of the low and middle-income affordable purchase units without subsidy from the City.

2.6.2 In Lieu Affordable Housing Fund. In satisfaction of that portion of Landowner's affordable housing obligation not addressed through the reservation of twenty-two (22) low-income affordable purchase units and ten (10) middle income affordable purchase units pursuant to section 2.6.1 above, Landowner agrees to make provision for an additional twenty-two (22) very low income affordable units through an in lieu housing fund in the amount of \$50,000 per unit for a total of \$1,100,000 (\$938,208 if the school site reservation is exercised). The in lieu funds shall be generated through a fee of \$2,022 per unit to be paid by all of the 544 (464 if the school reservation is exercised) residential units prior to issuance of a building permit for each unit, though such funds, or any part thereof, may be advance funded by a Community Facilities District or by Landowner, at Landowner's sole discretion. Landowner shall work in good faith with the Director to identify opportunities for use of the in-lieu fee revenue. The in-lieu fee revenues may be used for any of the following purposes:

- i. to subsidize the City's low income purchase or rental program;
- ii. to write down the purchase price of the reserved middle or low income purchase units in the Project to a price that is affordable to very low income households; or
- iii. to otherwise further the goal of expanding housing affordability for very low income households in any location in the City. Any adjustment based on actual development shall be subject to the approval of the City's Economic & Community Services Director and/or Housing Programs Manager (collectively, the, "Housing Manager").

2.6.3 Effect of New Legislation. Should new State legislation be enacted that mandates that the City, among other local governments in the Sacramento region, implement an affordable housing production standard that differs from the affordable housing obligations set forth in this Agreement, Landowner shall be obligated to comply with such mandated standard provided that (i) such standard is implemented City-wide; and (ii) such standard is not applied retroactively to residential units already constructed in the Project..

## 2.7 Wetlands.

2.7.1 404 Permit. Longmeadow has obtained pursuant to a permit (the "404 Permit") approval from the U.S. Army Corps of Engineers to fill approximately 0.52 acres of wetlands existing on the Property, and such fill has occurred pursuant to the 404 Permit.

The 404 Permit requires preservation of certain areas within the Property ("Environmental Preserve"). The Environmental Preserve shall be maintained together with the Woodcreek East Environmental Preserve, and Longmeadow has funded the endowment financing mechanism in full satisfaction of the 404 Permit. Upon payment to the City of the endowment funding, Longmeadow and Landowner shall convey to the City and City shall accept the Parcels comprising the Environmental Preserve. Prior to the City's acceptance of such Parcels, Landowner and Longmeadow shall have completed the bike trail adjacent to the parcel and any improvements thereto that are required by the 404 Permit (e.g., fencing of areas), and Landowner and Longmeadow shall have processed and received approval from the City of a general plan amendment, rezoning and any other required entitlements to change the City's land use designation for the Environmental Preserve to open space, subject to appropriate CEQA review therefore.

2.7.2 No Further Maintenance Obligations by Landowner. Upon payment of the endowment funding, Landowner and Longmeadow shall retain no responsibility for any monitoring, reporting and maintenance requirements under the 404 Permit during the remaining and any extended monitoring period, as determined by the Corps, for such Environmental Preserve.

## SECTION 3: LANDOWNER OBLIGATIONS

**3.1 Development, Connection and Mitigation Fees.** Except as otherwise provided herein, any and all required payments of development, connection or mitigation fees by Landowner and Longmeadow shall be made at the time and in the amount specified by then applicable City ordinances, either in effect as of the date of this Agreement subject to adjustment, or as may subsequently be adopted, in accordance with the provisions of Section 2.5.2 above. Wherever this Agreement obligates Landowner or Longmeadow to design, construct or install any improvements, the cost thereof may be provided by Landowner or Longmeadow or by the CFD or other such financing mechanism, subject to and in accordance with the provisions thereof. The "BP Property" retained by Longmeadow shall only be subject to those obligations imposed on Business Professional parcels City-wide, and shall be subject to no CFD or other financing mechanisms for construction of public improvements.

**3.2 Parks and Open Space.** Landowner is required to meet the park dedication requirement of 9 acres per 1000 population which equates to 4.1 acres each of active neighborhood, city wide and open space parkland. Landowner shall provide an approximately three (3) acre site for a neighborhood park in the northwestern portion of the Property, as shown in Exhibit "B" hereto and shall meet the other active park obligations through in-lieu fees. Landowner shall dedicate to City the park acreage and park fees for park improvements to the 3 acre park site, all as set forth herein. Landowner shall pay an in-lieu fee for the remaining 1.1 acres of neighborhood dedication (with no school) which equates to \$228,000, and .5 acres (with school) which equates to \$128,000. Fees required under this paragraph have been incorporated into the fees required under Section 3.2.3.2. and shall be payable at issuance of building permit.

**3.2.1 Open Space Dedications.** Landowner is required to dedicate the equivalent of 4.1 acres of open space. Landowner proposes to dedicate a total of 7.5 acres of open space land to the City as provided in Section 2.7.1. above. The dedication of open space acreage is shown on Exhibit "B." Landowner shall dedicate the open space within the Property as provided in this Agreement. The 7.5 acres to be dedicated shall receive 1:5 acre credit towards the park dedication requirement of 4.1 acres. The remaining 2.6 acres shall be satisfied with an in-lieu payment of \$78,000 (based on \$30,000 per acre) with a credit for the bike trail construction as outlined in Section 3.2.4. Fee is to be paid fifty percent (50%) at the 10<sup>th</sup> building permit, and the remaining fifty percent (50%) at the 275<sup>th</sup> building permit.

**3.2.2 Neighborhood Park Development:** Financing or Turn Key Option: Landowner and City shall further discuss option for turn key development of park site. Prior to 1<sup>st</sup> building permit, City and Landowner shall have discussed and agreed upon whether the 3 acre park site shall be constructed turn key or if it is to be financed and constructed as described below. If a turn key option is agreed upon, then City and Landowner shall jointly design the schedule and provisions for turn key construction of the park site in accordance with other similar turn key park projects.

**3.2.3 Financing for Park.** The construction of the park site within the Property shall be financed from payment by Landowner of the park fees and, if necessary, additional Landowner financing, as provided herein. Landowner agrees to pay such fees and provide such additional financing, as, when and in the amounts required hereby. The City agrees that the total amount to be financed by Landowner pursuant to this Section 3.2.3 for the design, construction and inspection of such park improvements shall not exceed the budgeted amount of \$622,235 (with a school site reservation) and \$797,235 (with no school site reservation), as such amount is adjusted by the percentage change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereafter, the "CCI"), from the effective date of the Adopting Ordinance to the earlier of (i) the City's commencement of construction of the park site or (ii) issuance of the final residential building permit within the Property (as adjusted, the

"Budgeted Park Amount"). The City shall be responsible for any and all costs to design and construct the park improvements in excess of the Budgeted Park Amount. Provided, however, the parties acknowledge that this Budgeted Park Amount responsibility of Landowner shall be reduced by the costs for the park frontage improvements to be constructed by Landowner or otherwise constructed pursuant to Section 3.2.4 below, which costs shall be credited against the neighborhood park fees provided for below.

**3.2.3.1 Services District Financing.** Pursuant to Section 3.16 below, Landowner shall support the formation of the Services District defined therein. Among other things, the Services District shall be authorized to levy special taxes or assessments on the Property, except the BP Property, initially to fund construction of the park improvements on the Property and the full maintenance thereof. The amount of the annual levy by the Services District initially for such park construction and ultimately for such park maintenance (the "Park Levy") shall initially be established at \$30,000.00 (3 acres at \$10,000.00/acre), but shall be adjusted annually by the City, on July 1<sup>st</sup> of each year, based on the percentage change in the CCI, from the effective date of the Adopting Ordinance to the date of such adjustment.

The City shall be authorized to include the Park Levy as part of the annual costs to be funded by the Services District for each fiscal year following the formation of the Services District. Furthermore, if such formation occurs on or after July 1, but prior to November 1, then the City may issue a handbill for the full Park Levy for such tax year, to be paid in equal installments at the same time as real property taxes would be due and, if such formation occurs on or after November 1, but prior to March 1, of that tax year, then the City may issue a handbill for one-half of the Park Levy for the remainder of such fiscal year, to be paid at the same time as the second installment of real property taxes would be due.

During the Park Assessment Banking Period defined below, all special taxes allocable to the Park Levy (including the prorated share thereof allocable to the portion of the fiscal year from July 1 to the end of the Banking Period) shall be deposited and maintained in an interest-bearing, segregated account (the "Park Improvement Account"). The funds so deposited into the Park Improvement Account shall be used solely for the costs to design and construct the park improvements. For purposes hereof, the "Park Assessment Banking Period" shall be defined as the period commencing upon the issuance of the first residential building permit within the Property and expiring two (2) years after issuance of the 350<sup>th</sup> residential building permit within the Property if the school site reservation is exercised or after issuance of the 400<sup>th</sup> residential building permit if the school site reservation is not exercised. The Park Assessment shall continue for maintenance purposes.

The City shall not withdraw any funds from the Park Improvement Account prior to the issuance of the 350<sup>th</sup> building permit within the Property if the school reservation is exercised, or after issuance of the 400<sup>th</sup> building permit if the school site reservation is not exercised. After the issuance of the referenced building permit, the City may withdraw amounts from the Park Improvement Account to fund the costs incurred by the City for the design and construction of the park improvements. Whether the City begins to withdraw funds from the Park Improvement Account at the referenced building permit or not, the special taxes assessed during the Park Assessment Banking Period will continue to be deposited into the Park Improvement Account until the completion of the Banking Period for construction, but park assessments will continue for maintenance purposes indefinitely.

Landowner acknowledges that City may elect to construct the park improvements prior to the expiration of the Park Assessment Banking Period. In such event, City will need to provide alternative financing for the maintenance of such park improvements until expiration of the Banking Period, after which the City may use the Park Levy to provide for such maintenance.

3.2.3.2 Neighborhood Park Fee. In accordance with the park financing plan for the Property, in addition to the funds to be provided and accumulated by the collection of the Park Levy pursuant to Section 3.2.3.1 above, Landowner shall pay a neighborhood park fee, upon the issuance of each residential building permit with the Property, to fund the anticipated balance of the Budgeted Park Amount. Such neighborhood park fee shall include the cost for development of the full neighborhood park dedication requirement for a 4.1 acre park. This fee shall initially be \$1,157.00 per single family residential unit if the school site reservation is exercised, and \$977.00 per single family residential unit if the school site reservation is not exercised, subject to annual adjustment on July 1, based on the percentage change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index; hereinafter, the "CCP"). All such neighborhood park fees shall be deposited into the Park Improvement Account.

This initial park fee amount is based upon a park financing plan assumption that project absorption will occur at a rate resulting in the Park Levy being deposited for a Park Assessment Banking Period of five (5) years. Should actual absorption occur at a faster pace, the Park Assessment Banking Period would be shorter, resulting in a shortfall in collections and the need for an increased park fee to cover the balance of the budgeted park amount. Likewise, if actual absorption occurs at a slower pace, the Park Assessment Banking Period would be longer, resulting in greater-than-anticipated collections and the need to decrease the park fee to avoid collecting more than the budgeted park amount.

Upon the issuance of the 350<sup>th</sup> residential permit within the Property if the school site reservation is exercised, or 400<sup>th</sup> residential building permit within the Property if the school site reservation is not exercised, the City shall review and make an adjustment, if needed, to such neighborhood park fee, based on the actual absorption rate experienced for development of the Project, to increase (if absorption is faster than anticipated) or decrease (if absorption is slower than anticipated) the park fee so that the total amount of the Park Levy to be deposited into the Park Improvement Account as provided above, plus with the total amount of the neighborhood park fees to be paid upon full buildout of the Project, together with all interest earned thereon, will be anticipated to equal the then Budgeted Park Amount.

3.2.3.3 City Wide In Lieu Fee. The parties further acknowledge and agree that Landowner shall pay a City Wide in-lieu park fee to satisfy its city wide park dedication requirement of 4.1 acres. This equates to \$828,000 with no school reservation, or \$728,000 with a school site reservation, according to the following schedule: 50 percent of the total in-lieu fee by the time of issuance of the tenth building permit on Landowner's portion of the Property, and the balance of the total in-lieu fee due at the time of issuance of the 275<sup>th</sup> building permit on Landowner's portion of the Property. Fees are subject to annual adjustment effective July 1<sup>st</sup>, based on the nationwide CCL. Payment of such fee may be satisfied by proceeds of the CFD for the Property.

3.2.3.4 City-Wide Park Fee. Each unit within the project will be subject to paying the then current established City Wide Park Fee which is initially \$1596, with a credit for parkland dedication of \$497. Fees are subject to annual inflationary adjustment on July 1, and are based on the "CCP".

3.2.3.5 Open Space Component Fee. In addition to the dedication of open space provided for in Section 3.2.1 above, the parties still further acknowledge and agree their obligation for the open space component fee for the Property, excepting the BP Property, shall be net of credit for bike trail improvements: \$26,480 with no school site reservation, and \$11,480 with a school site reservation, paid according to the same schedule set forth in Section 3.2.3.3 above. Payment of such fee may be satisfied by proceeds of the CFD for the Property.

**3.2.3.6 Supplemental Landowner Financing.** Upon the issuance of the final residential building permit for the Project, if the amount then collected by the City for construction of neighborhood park improvements from the Park Levies, together with all interest earned thereon while held in the Park Improvement Account (collectively, the "Collected Park Funds") is less than the then Budgeted Park Amount, then Landowner shall pay to the City, within thirty (30) days of its receipt of an invoice from the City therefor, the difference between the then Budgeted Park Amount and the Collected Park Funds. As part of the plan to finance these park improvements, the approximate sum of \$155,000 shall be deposited if the school site reservation is exercised, or \$167,500 if the school site reservation is not exercised, from the Park Levy to the Park Improvement Account over the Park Assessment Banking Period, approximately \$60,000 if the school site reservation is not exercised, or \$60,000 if the school site reservation is exercised, of which would be collected during the two (2) years following issuance of the initial permit and the remaining sums of which would be collected prior to the final permit. Accordingly, to provide security to the City for Landowner's payment under this Section 3.2.3.6, upon the issuance of the referenced building permit, if the amount then collected from the Park Levy is less than \$120,000 with or without a school, (the amount anticipated to be collected by the referenced permit), then Landowner shall post a letter of credit or other such security acceptable to the City in the amount equal to the difference between \$797,235 with no school site reservation, or \$622,235 with the school site reservation, and the amount then collected from the Park Levy.

Upon the final deposits of special taxes and fees into the Park Improvement Account, if the total amount of the Collected Park Funds exceeds the then Budgeted Amount, then the City shall release the letter of credit to Landowner, if posted hereunder, and shall reimburse such excess amount to Landowner from the Park Improvement Account, up to, but not in excess of, the amount of the neighborhood park fees paid by Landowner into such Account.

**3.2.4 Frontage Improvements and Rough Grading.** When installing road improvements adjacent to the park site, Landowner shall construct the frontage improvements therefor (excluding landscaping), stub utilities for the park site, subject to direction from the City on the location of such utility stubs, and rough grade the park site. Frontage improvements along the western edge of the park site shall include sidewalk and open fencing of a type mutually agreed upon by City and Landowner, in accordance with City's then current standards. Frontage improvements along the northern edge shall maintain existing sidewalk. For that frontage work and for those frontage improvements already constructed on the portion of the Property to front the future park, Landowner shall receive a credit based on the engineer's estimate of \$129,320. This credit is included in the Neighborhood Park fee indicated in section 3.2.3.2. In addition, Landowner shall remove the existing dirt stockpile from the park site during the rough grade of the park site at no cost to the City.

**3.2.5 Trail Improvements.** At the time of construction of and as part of subdivision improvements for Village 1, Landowner shall construct the bike/pedestrian trail system connecting to the Woodcreek East (a.k.a. Diamond Woods) bike trail and park pursuant to the conceptual trail alignment in Exhibit 'C' hereto. Landowner's construction of the trail connection to the Woodcreek East trail shall be entitled to a credit against the Landowner's Open Space Component Fee as outlined in Section 3.2.3.5 based on the engineer's estimate of \$52,720. The trail shall not be located within the Environmental Preserve but instead shall be located along the western side of the Property outside of the 100-year floodplain.

**3.2.6 Entire Park Land Obligation.** The City agrees that the commitments contained herein satisfy the General Plan park obligations for the dedication of neighborhood/community and City-wide parks and open space related to development of the Property.

3.3 School Fee Agreements. Landowner has entered into separate written agreements with the Roseville City School District and the Roseville Joint Union High School District to mitigate the impacts of development of the Property on said school districts. From and after execution thereof, City agrees that so long as Landowner is not in default of said agreements, City shall not refrain from approving any subdivision maps or other such entitlements for the Property or from issuing any building permits for development thereof consistent with the Entitlements on the basis of adverse impacts of such development on school facilities. Landowner agrees that a default under either of these school agreements shall also constitute a default under this Agreement with the City. Either School District may request that the City join in its agreement with Landowner to evidence the City's support thereof and the City will cooperate therewith and join in either school agreement as an additional party thereto, subject to its approval of the terms and conditions thereof.

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

3.4.1 Public Utilities Within Rights-of-Way. All public utilities shall be located within the rights-of-way to be granted by Landowner or Longmeadow to City for the arterials, collectors and other local streets within the Property or within public easements granted by Landowner or Longmeadow to City for such purposes. Accordingly, upon approval of the final large lot subdivision map (or any phase of it), or demand of the City based upon service needs (which may include needs generated by other nearby development), whichever occurs first, Landowner and Longmeadow agree to grant and convey to City the rights-of-way for any arterials, collectors, local streets, or public easements that include the area within which such public utilities will be located. If such utilities need to be installed prior to the construction of the applicable street(s), Landowner and Longmeadow shall grant a temporary public utility easement which shall merge with the rights-of-way or permanent public easements upon completion of the applicable street improvements.

Landowner and Longmeadow shall also grant and convey to City with each of the foregoing roadway easements a non-exclusive, co-extensive easement for sidewalk/pedestrian egress purposes. Each such easement shall be as depicted in the applicable final subdivision map(s) and shall be located within right-of-way for the adjacent roadway as shown in the respective final map(s).

Nothing in this Agreement shall be construed to limit or restrict the right of the City to require the dedication of an easement for utility purposes related to development of any parcel when such requirement would be otherwise consistent with the reasonable exercise of the police powers of the City and is reasonably related to a requirement to serve the parcel or parcels adjacent to the easement.

3.4.2 Streetlights. Concurrently with the construction of the adjacent roadways, Landowner and Longmeadow agree to construct, or finance construction of, streetlights within the Property, as directed by the Electric Utility Director. Except as may otherwise be permitted by the Electric Utility Director, no street shall be opened to the public unless and until streetlights have been installed in accordance with applicable requirements of the Electric Department.

3.5 Drainage Improvements. Landowner and Longmeadow shall provide drainage improvements as provided in this section.

3.5.1 Master Drainage Plan. Prior to approval of any improvement plans for subdivision improvements for Landowner's Property, Landowner shall prepare a Master Drainage Impact Study for its on-site drainage facilities to the satisfaction of the City Engineer. The Master Drainage Impact Study shall identify the size, location and timing of all major drainage facilities

proposed for the Property and the location and size of all overland drainage release points relative to drainage impacts and shall be accompanied by all supporting technical information and calculations.

3.5.2 Other Agency Approval. Landowner and Longmeadow have obtained and satisfied, at their expense, all permits and agreements as required by other agencies having jurisdiction over drainage, water quality or wetlands issues including, but not limited to, the Regional Water Quality Control Board ("RWQCB"), the U.S. Army Corps of Engineers and the California Department of Fish and Game. It is the Landowner's sole responsibility to obtain any additional and unforeseen permits and/or agreements that otherwise may be required by outside agencies for the development of any part of this project. Permitting and/or agreements for off-site improvements shall not restrict City from issuing building permits and occupancy permits for the Property.

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

3.5.3 Storm Drains. Landowner and Longmeadow shall construct storm drain mains and laterals in accordance with said Master Drainage Plan and with the City's then current improvement standards and general practices, and shall provide laterals to serve all parcels on the Property, including, but not limited to, park sites. Storm drain laterals shall be constructed to the property line concurrently with the construction of connecting open channels or storm drain mains. Landowner and Longmeadow may use "cast in place" pipe for storm drains which are 24" in diameter or larger.

3.5.4 Grant of Floodplain. Landowner shall, prior to approval of the final subdivision map for the Property, grant to City, in fee, all areas of the Property within the 100-year floodplain, if any, as determined by the City Engineer, subject to the access easement previously granted by Longmeadow to the owner of Parcel 1 of the Woodcreek East project.

3.5.5 Drainage Easements. Where drainage improvements to be owned and maintained by City are constructed by Landowner and Longmeadow outside dedicated road rights-of-way, Landowner and Longmeadow shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

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

3.6.1 Water Study. Prior to approval of any improvement plans for any improvements for Landowner's or Longmeadow's property, Landowner shall prepare a Water Study for its on-site water facilities, to the satisfaction of the Environmental Utilities Director. The general design of the water system is shown on Exhibit "F" hereto, provided the Water Study shall identify the size and locations of the water lines, pressure reducing stations and flow monitoring stations, as well as the timing of such improvements, required to serve the Property relative to water demands and shall be accompanied by all supporting technical information and calculations.

3.6.2 3.6.2 Financing of Water Supply. Landowner and Longmeadow shall have no obligation to install or pay for the installation of any off-site water storage, treatment or

transmission facilities, except through the payment of water connection fees levied and collected by the City at the time of development pursuant to then existing City ordinances and this Agreement. Provided, however, City shall not be precluded hereby from imposing on future development within the Property a pro-rata "fair share" special benefit area water connection fee which is specifically developed and adopted to pay for improvements associated with the oversizing of the water transmission system that serve development of the Property, if and when adopted by the City in accordance with the provisions of Section 2.5.2 above. Landowner and Longmeadow acknowledge that these fees include Landowner's and Longmeadow's fair share reimbursement to North Central Roseville for waterline oversizing.

3.6.3 On-site Water Lines. Landowner and Longmeadow shall provide on-site improvements to the water system as shown on Exhibit "F." All improvements to be constructed by Landowner and Longmeadow, including mains, shall be designed and constructed pursuant to the City's then current Improvement Standards. Said improvements shall be subject to City plan review, construction inspection and final approval. Landowner and Longmeadow shall pay current plan check and inspection costs as incurred by City for review and inspection of such improvements.

3.6.4 Water System Sequencing. Water system improvements will be constructed as provided in the Water Study concurrently with the construction of the road improvements described in Section 3.9 below, as generally shown on Exhibit "F." Extensions into the neighborhoods will be completed with development of each neighborhood. Water line extensions shall be sequenced to assure looped systems in all developing areas, except as otherwise approved by the Environmental Utilities Director.

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

3.6.6 Water Softeners. As part of its development of the Project, Developer and its successors and assigns shall not provide water stub-outs for the installation of water softeners.

3.6.7 Re-Circulating Hot Water System. For the purposes of providing a water conservation opportunity, Landowner shall install a re-circulating hot water system or similar technology that provides instantaneous hot water at each hot water faucet within each of the residential units.

3.7 Recycled Water. Landowner and Longmeadow shall provide improvements to the recycled water system as described in this section.

3.7.1 Recycled Water Master Plan. Prior to approval of any improvement plans for any improvements for Landowner's and Longmeadow's property. Landowner and Longmeadow shall prepare a Recycled Water master plan for the recycled water facilities, as shown on Exhibit "G" hereto, to the satisfaction of the Environmental Utilities Director.

Subject to the above, the Recycled Water Master Plan shall include design for the use of recycled water for the park site, landscape corridors in public right of way, and the BP Property located at the Northeast corner of Blue Oaks Boulevard and Woodcreek Oaks Boulevard. The improvements shall be adequately sized and stubbed to the property located east of the project to accommodate recycled water services from said location. Easements shall be provided as necessary for recycled water infrastructure. An agreement with the owner of the adjoining parcel

to reimburse Landowner for the extension of the recycled water line to the adjoining parcel shall be prepared by Landowner and approved by the City.

3.7.2 Recycled Water Improvements. Recycled water improvements shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees.

3.8 Sewer Improvements. Landowner and Longmeadow shall provide on-site improvements to the sewer system as described in this Section.

3.8.1 Master Wastewater Plan. Prior to approval of any improvement plans for any improvements for Landowner's and Longmeadow's property, Landowner and Longmeadow shall prepare a Wastewater Study for on-site wastewater facilities, as shown on Exhibit "H" hereto, to the satisfaction of the Environmental Utilities Director. All sewer improvements shall be consistent with the Regional Wastewater Master Plan.

Subject to the above, the Wastewater Study shall identify the size of the wastewater lines, pump station and related facilities, as well as the timing of such improvements, required to serve the Property relative to wastewater demands, and shall be accompanied by all supporting technical information and calculations.

Except for the improvements expressly described in the approved Wastewater Study, Landowner and Longmeadow shall have no obligation to install or pay for the installation of any off-site treatment or transmission facilities, except through the payment of sewer connection fees levied and collected by City at the time of development pursuant to then existing City ordinances.

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

3.8.3 Access to Manholes. All manholes shall be located so that they are accessible by City sewer maintenance vehicles, unless otherwise approved by the Environmental Utilities Director.

3.8.4 Public Utility Easements. Landowner and Longmeadow shall be solely responsible for obtaining all easements and rights-of-way located outside of the Property that are required for the construction of the improvements identified by the Wastewater Study. City shall provide Landowner and Longmeadow with any rights-of-entry needed to connect these improvements to the City's existing lines. Where the wastewater improvements to be constructed by Landowner and Longmeadow are not located within road rights-of-way, as and when Landowner installs such wastewater improvements, Landowner and Longmeadow shall grant and City shall accept a non-exclusive public utility easement for the ownership and maintenance of such lines, together with access thereto for maintenance purposes only. Easement widths shall be granted in accordance with the City's then current Improvement Standards.

3.8.5 Sequencing of Wastewater Improvements. Wastewater improvements shall be installed in the sizes as provided in the approved Wastewater Study concurrently with the construction of the road improvements described in Section 3.9 below, as generally shown on Exhibit "H." In any event, wastewater lines to be located within particular roadways shall be

installed concurrent with the installation of the corresponding road improvements, if not installed prior thereto.

3.9 Road Improvements. Landowner, at its expense, shall provide the following road improvements in the manner and at the time as provided in this section.

3.9.1 Landowner Obligations. Landowner's obligation for roadway improvements shall consist of the construction of curb, gutter, sidewalk, utilities, streetlights and the first eighteen feet (18') of pavement (including, but not limited to, asphalt, concrete, aggregate base and aggregate sub-base) for the portion of the road rights-of-way adjacent to the Property, and any additional pavement widening at intersections to accommodate turn lanes and bus turnouts, drainage laterals and inlets, cross culverts, traffic signing and striping, underground portions of traffic signals and signal interconnects in conjunction with joint trench work along all arterial roadways and at other locations deemed necessary by the City Engineer (collectively, "frontage improvements"). The area within which such frontage improvements are to be located shall be referred to herein as "Landowner's frontage" or "Longmeadow's frontage."

As to any road improvements to be constructed by Landowner or Longmeadow hereunder, Landowner shall have the responsibility of securing all state and federal permits necessary for such construction. The following roadway frontages shall be constructed;

3.9.1.1 Landowner shall widen Blue Oaks Boulevard to provide two west bound lanes, curb, gutter, median curbing, and the removal of all transition lanes along the entire frontage of the Walaire 44 Property. Along the frontage of the site, roadway improvements shall include all necessary turn lanes, curb, gutter, median curbing, sidewalks, landscaping, bus shelters, streetlights, utilities, a signal at New Meadow Drive / Blue Oaks Boulevard intersection, striping as typically required, and the removal of paved area within the median. A portion of these improvements shall be reimbursable as described in section 3.9.5 entitled "City Obligations". The Landowner shall enter into a Deferred Improvement Agreement (DIA) with the City for one half the cost of landscaping the median of Blue Oaks Boulevard adjacent to the site, between the intersection of Woodcreek Oaks Boulevard and New Meadow Drive.

3.9.1.2 Landowner shall widen Woodcreek Oaks Boulevard north of Blue Oaks Boulevard to a standard 4-lane arterial adjacent to the property. All necessary northbound transition lanes shall be constructed. A portion of these improvements shall be reimbursable as described in Section 3.9.5 entitled "City Obligations".

3.9.2 Landowner shall widen Woodcreek Oaks Boulevard south of Blue Oaks Boulevard with additional north bound lanes to provide the necessary transition and alignment with those lanes north of Blue Oaks Blvd. Improvements shall include necessary striping, signal modifications, and curb returns as required by the City Engineer. The developer has the ability to enter into a reimbursement agreement with the adjacent property owner for their fair share of the costs of construction. The City will reimburse the developer for the cost associated with the signal modification as described in Section 3.9.5 entitled "City Obligations".

3.9.3 Landowner shall fully improve New Meadow Drive along the easterly property line to accommodate 2, 11-foot drive lanes, 2, 5-foot bike lanes, and a 12-foot wide landscape median. The developer has the ability to enter into a reimbursement agreement with the adjacent property owner for its fair share of the costs of construction.

3.9.4 Landowner shall remove the cul-de-sac for Parkside Drive and fully improve the extension of Parkside Drive to New Meadow Drive.

3.9.5 City Obligations. Upon Landowner's satisfactory completion and City acceptance of the roadway improvements identified in Section 3.9.1.1, associated with the intersection of Blue Oaks Boulevard and New Meadow Drive and the widening of Blue Oaks Boulevard along the frontage of the adjacent property (Walaire 44), the City shall reimburse the Landowner for the following:

3.9.5.1. One hundred percent of the cost to relocate the gas line at the intersection of New Meadow and Blue Oaks Boulevard and along the frontage of Blue Oaks Boulevard to accommodate the construction of a right turn lane; and

3.9.5.2. One hundred percent of the cost to widen Blue Oaks Boulevard along the frontage of the adjacent property (Walaire 44). Said cost shall include 28 feet of pavement, curb, gutter, and grading to accommodate the construction of the road; and

3.9.5.3. Ten feet of pavement along Woodcreek Oaks Boulevard north of Blue Oaks Boulevard; and

3.9.5.4. Construction of a traffic signal at the intersection of Blue Oaks Boulevard and New Meadow Drive and modification to the existing traffic signal at Blue Oaks Boulevard and Woodcreek Oaks Boulevard.

Traffic Mitigation Fees (TMF) will be used to reimburse the Landowner up to the sum of Five Hundred Thousand Dollars (\$500,000.00). Any additional reimbursement due to the Landowner in excess of \$500,000.00 shall be provided in the form of TMF credits. Credit for TMF shall be applied to the first building permits issued and shall be discontinued at such time as all reimbursements as agreed to within the reimbursement agreement have been credited to the Landowner. The reimbursement agreement shall be approved by the City prior to the commencement of construction.

3.9.6 Collector Streets. To provide access to the Property, Landowner and Longmeadow shall construct curb, gutter, pavement, streetlights, utilities, entry medians and ancillary improvements related thereto as shown in the Entitlements for those roadways identified in Exhibit "T" attached hereto (the "Collector Streets") located within the Property. Landowner shall be entitled to enter a reimbursement agreement for those improvements shared with the Walaire 44 Property for the latter's pro-rata share of the construction of New Meadow Drive.

### 3.9.7 Timing of Dedication and Construction of Road Improvements.

3.9.7.1 Upon recordation of either the Large Lot Map for the Property or a residential-lot subdivision map for any portion of the Property, whichever occurs first, Landowner shall dedicate the rights-of-way within the Property required for the necessary improvements described above, to the extent such improvements are public rather than private streets. Along the residential frontages, the right of way dedication shall include all that land within the landscape corridors.

3.9.7.2. City shall make best efforts to obtain that necessary right-of-way required for the construction of New Meadow Drive from the owners of the Walaire 44 Property to the east as part of Walaire 44's request for entitlements. Landowner shall have the ability to enter into an agreement with the adjacent property owner for reimbursement of its fair share of the costs of construction. In the event that the right of way is not obtained prior to the construction of the roadway, the City may consider an alternative temporary roadway design for New Meadow Drive.

3.9.7.3 Sidewalks and landscaping shall be installed within the road rights-of-way concurrently with the subdivision improvements for any adjacent single-family residential-lot subdivision. Temporary asphalt concrete sidewalk shall be installed along the frontage of the BP Property as conditioned with the Subdivision.

3.9.8 Road Improvement Standards. All improvements to be installed by Landowner and Longmeadow shall comply with the City's then current standards for public streets. The rights-of-way required for such road improvements shall be as set forth in the City's Improvement Standards or as otherwise required of the subdivision conditions.

3.9.9 Landscape Setbacks. For the roadways adjacent to the Property, Landowner and Longmeadow shall provide twenty-five foot (25') landscape setbacks along Parkside Drive and New Meadow Drive, fifty feet (50') along Blue Oaks Boulevard, and landscape setbacks for Woodcreek Oaks Boulevard as illustrated on the Longmeadow Tentative Subdivision Map. Such setbacks shall be measured generally from back of curb, except along intersections where bus turnouts, turn lanes, and other similar facilities may encroach into the landscape setback however, no landscape setback shall be less than twenty feet (20'). Such landscape setbacks shall be limited to landscaping, streetlights, utilities, sidewalks, sound walls and related uses, and shall be included in the road rights-of-way.

3.9.10 City Fee Programs. Landowner and Longmeadow agree that the Property shall pay the then current Traffic Mitigation Fee applicable to the North Industrial area of the City.

Landowner and Longmeadow acknowledge that the Property is included in the assessment district formed pursuant to the Bizz Johnson Highway Interchange Joint Powers Authority (the "JPA") for the purposes of constructing interchanges along Highway 65 at Harding Boulevard/Stanford Ranch Road, Pleasant Grove Boulevard, Blue Oaks Boulevard and Sunset Boulevard.

Nothing in this Section shall be construed as an agreement to an allocation of assessment or benefit to a particular parcel or parcels or to constitute a waiver of the right of Landowner and Longmeadow to protest an allocation of a particular assessment burden or benefit associated with the updates of the foregoing fee programs.

3.9.11 Light Rail Funding. Landowner and Longmeadow consent to and agree that the Property shall participate in its fair share of a city-wide funding mechanism, if adopted, for the extension and operation costs of light rail or Capital Corridor rail line into the City of Roseville.

### 3.10 Miscellaneous Public Facilities and Services.

3.10.1 Fire Tax. During the term of this Agreement, Landowner and Longmeadow or their successors shall continue to pay the Fire Service Construction Tax set forth at Chapter 4.46 of the Roseville Municipal Code. In the event that the Fire Service Construction Tax is not extended or otherwise discontinued, developer or its successors shall continue through project build out, to pay a fee at issuance of a building permit, equal in amount to the discontinued Fire Construction Tax. Developer hereby consents to and waives any objection to the imposition of such substitute fee.

3.10.2 Fire Station In-Lieu Fee. City desires to construct a new fire station in the vicinity of the property and the Walaire 44 property but has not decided on a location in light of potential future development in the City. To assist the City in financing the acquisition of a fire station site, City intends to require the Walaire 44 landowner to pay a fee in lieu of dedication or reservation of land of \$2,380 per acre for a total of \$104,720, based on 44 acres. Longmeadow and Landowner are currently excluded from this in-lieu payment obligation due to Landowner's reservation of land for a school site. In the event that RCSD fails to exercise its option to purchase the school site, Longmeadow and Landowner shall be required to pay a fee in lieu of dedication or reservation of land of \$2,380 per acre for a total of \$223,524, based on 99.8 acres, due and payable (a) 30 days from the expiration or earlier termination of the option, (b) or 19 months from the date of this Agreement, whichever is the first to occur.

3.10.3 County-Wide Facilities Fee. Landowner and Longmeadow shall pay the county-wide facilities impact fee adopted by the City, in the amount then being assessed by the City; provided, however, if such impact fee is not effective or is for any reason suspended by the City, then Landowner and Longmeadow shall pay such fee in the amount imposed by the County for areas annexing from the County to cities. Such fee shall be paid upon the issuance of each building permit within the Property.

3.10.4 Contribution to City-wide Improvements (Community Benefit Fee). Landowner agrees to advance \$1,190 per single family residential unit to the City's general fund, due and payable at issuance of each building permit for single-family residential units on the Property. If Landowner is obligated to fund any advance in cash prior to the issuance of any CFD bond sale for the Property, then Landowner shall have the right to be reimbursed from the CFD for such cash advance upon the later CFD bond sale. Landowner shall not be entitled to any fee credit for payment of this contribution.

3.10.5 Transit Master Plan and Bikeway Plan Funding. Landowner and Longmeadow shall pay their fair share on a city-side basis of the Long Range Master Transit Plan (LRMTP), the Short Range Transit Plan, and Bikeway Master Plan. The fair share payment for each shall be paid to the City upon issuance of the first building permit. Total city-wide fair share costs for all plans shall not exceed \$1,500.

3.10.6 Road Improvements: Landowner and Longmeadow shall provide required public transit facilities including bus turnouts, pads, and shelters as may be required by the City Engineer. Landowner and Longmeadow shall also provide on-road bike lanes and related improvements (e.g., signs and striping) in accordance with the City's Bikeway Master Plan, and as may be required by the City Engineer within this project.

3.11 Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as approved by the City or provided for by this Agreement, all property to be conveyed in fee to the City pursuant to this Agreement shall be free of any liens, financial encumbrances, special taxes, hazardous materials or assessments, provided the City's interest shall be subject to the application of the Project CC&Rs to the extent the conditions, covenants and restrictions thereof implement the provisions of this Agreement with respect to such interest. Landowner and Longmeadow shall, for each such conveyance, provide to City at Landowner's and Longmeadow's expense a current preliminary title report and preliminary site assessment for hazardous waste in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense. Prior to such conveyance of any property by Landowner and Longmeadow to the City, Landowner and Longmeadow shall be responsible at their sole cost and expense to fill any wetlands located on the applicable property to be conveyed in accordance with the terms and conditions of the 404 Permit, to be obtained pursuant to Section 2.7.1 above.

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

3.13 Waiver. In consideration of the benefits received pursuant to this Agreement, Landowner and Longmeadow, on behalf of themselves and their heirs, successors in interests and assigns, waive any and all causes of action which any of them might have under the ordinances of the City of Roseville or the laws of the State of California or the United States with regard to any otherwise uncompensated or under compensated conveyance or dedication of land or easements over the Property or improvements that are specifically provided for in this Agreement. This waiver shall not apply to any conveyances or dedications of land or easements that are not specifically contained in this Agreement and are subsequently desired by the City.

### 3.14 Community Facilities District and Financing.

#### 3.14.1 Community Facilities District.

3.14.1.1 City and Landowner agree that if requested by Landowner, City and Landowner will use their best efforts to cause to be formed for the purpose of financing the acquisition or construction of the improvements or facilities described in Exhibit "J," attached hereto (the "CFD Improvements"), and Landowner waives any objection to the formation of, a Community Facilities District (herein "CFD") pursuant to the provisions of this Section 3.14 and Sections 53311 et seq. of the Government Code, provided, however, that the CFD shall not be applied to the BP Property.

3.14.1.2 City and Landowner agree that, with the consent of Landowner and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued by or before in amounts sufficient to effect the purposes of this section. Landowner shall be allocated Landowner's share of infrastructure costs and shall be assessed special taxes in a fair and proportionate manner.

3.14.1.3 Nothing in this section shall be construed to preclude the payment by an owner of any of the Parcels to be included within the CFD a cash amount equivalent to its proportionate share of costs for the CFD Improvements, or any portion thereof, prior to the issuance of bonds.

3.14.1.4 Concurrent with the formation of the CFD, Landowner and City shall enter into a shortfall agreement, in form and substance acceptable to City, whereby Landowner shall covenant to finance its fair share of the costs of the CFD Improvements, to the extent that the bonds issued by the CFD do not provide sufficient funding for the completion of such Improvements.

3.14.1.5 Nothing herein shall be construed to limit Landowner's option to install the CFD Improvements through the use of private financing.

3.15 Completion of Improvements. City generally requires that all improvements necessary to service new development be substantially completed prior to issuance of building permits (except model home permits as may be provided by the City's Subdivision Ordinance). However, the parties hereto acknowledge that not all of the CFD Improvements associated with the development of the Property may need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are

developed, all CFD Improvements required to service such portion of the Property in accordance with the Entitlements (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property (except permits for model homes, which may be issued sooner in accordance with the City's subdivision ordinance). Provided, however, the City Engineer may approve the issuance of building permits and occupancy permits prior to completion of all of such CFD Improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the City Engineer.

All utilities to be installed by Landowner pursuant to Sections 3.5, 3.6, 3.7 and 3.8 will be subject to the review and approval of the City Environmental Utilities Department. In connection therewith, Landowner and Longmeadow shall be responsible for coordinating the alignment of all such planned and future utilities within the applicable rights-of-way to the satisfaction of the City Environmental Utilities Department.

### 3.16 Services District.

#### 3.16.1 Formation.

3.16.1.1 Consent, Waiver and Special Benefit. No residential building permit, excluding permits for model homes, shall be issued until the Property has been included into a CFD Services District, except for BP Property. Landowner consents to and shall cooperate in such annexation or formation or other such financing mechanism for maintenance purposes (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described in Section 3.22.1.2 below. For purposes of Article XIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property as defined by said Article and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The services district shall include the following:

A. Assessment for Stormwater Management which shall be initially assessed at \$18 per dwelling unit annually.

B. Assessment for Emergency Services (and at the discretion of the City Council for Public Transit Services), which shall be initially assessed at \$285 per dwelling unit equivalent.

3.16.2. Public Parcel Exclusion. Landowner and Longmeadow expressly agree that Parcels conveyed or to be conveyed to the City of Roseville, or Roseville City School District shall be excluded from any assessment to be imposed by the Services District.

3.16.3. Obligations. The Services District, as described in Section 3.15.1, shall:

3.16.3.1 Perform autumn leaf cleanup for public collector and local streets;

3.16.3.2 Maintain bus shelters within the Property, to the extent the City does not obtain alternative financing for such maintenance (e.g., through leasing these shelters for advertising);

3.16.3.3 Commencing upon the issuance of the first building permit within the Property, and only should the school site reservation be exercised as provided herein, include an annual levy to fund the construction and maintenance of park improvements for the

neighborhood park site, in accordance with the provisions of Section 3.2.3. above. The parks maintenance portion of such levy (which shall be levied initially to provide a portion of the funding for park construction pursuant to said Section 3.2.3.1) shall be initially established at \$30,000.00 annually, which may be adjusted annually by the City from and after the effective date of the Adopting Ordinance in accordance with the tax formula to be adopted for the Services District starting in January 2005;

3.16.3.4 Maintain pedestrian connection from Village 2 to the park, medians and landscape corridors and the roundabout on Parkside Drive and New Meadow Drive and landscape corridors adjacent to residential land uses on Blue Oaks Boulevard and Woodcreek Oaks Boulevard.

3.16.3.5 Maintain the bikeway connecting to the bike trail within Woodcreek East.

3.16.3.6 Maintain neighborhood entry features and subdivision entry signs to the Property and ancillary landscaping and lighting; and

3.16.3.7 Maintain all water quality structural controls and drainage swales constructed between storm drain outfalls and receiving waters.

3.16.3.8 Maintain open space areas including general maintenance, signage maintenance, and trash and debris collection.

3.17. Encroachment Permits, Landscape Maintenance Easements. Landowner and Longmeadow and City agree to grant encroachment permit(s) or maintenance easements to the Services District, Landowner and Longmeadow or City or their agents, employees, successors, assigns, agents and employees, for the purpose of entry into the landscape easement and setback areas or City property (including streets and rights-of-way) to perform the maintenance obligations described herein.

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

3.18.1 Blue Oaks Boulevard is designated as a truck route.

3.18.2 Blue Oaks Boulevard will be widened to six (6) lanes in the future and has the potential to be widened to eight (8) lanes.

3.18.3 High Pressure gas line along New Meadow Drive.

3.18.4 There is the potential for a future elementary school site to be located to the south of the park.

3.18.5 There is an electric substation located adjacent to the northwestern corner of the project off of Woodcreek Oaks Boulevard (NCRSP Parcel DC-90)

3.18.6 The area located south and east of the Property is currently zoned for industrial land uses.

3.18.7 Existing 60kV and 120kV overhead power lines.

If Landowner records any Property CC&Rs, Landowner and Longmeadow shall include the foregoing disclosures in such CC&Rs to give such notice again to such successors and subsequent purchasers of the Property. All CC&Rs shall be in a form subject to the City Attorney's prior approval.

3.19 Business Property Owners Association. Longmeadow shall, prior to the sale of any parcel or parcels of real property designated Business Professional, create a Business Property Owner's Association or other financing mechanism acceptable to the City (the "BPOA") that shall be solely responsible for funding the maintenance of the portion of landscape corridor abutting the Business Professional designated portion of the Property. Longmeadow shall, prior to the sale of any parcel or parcels of Business Professional designated real property, record a Declaration of Covenants, Conditions and Restriction (the "CC&Rs") over said real property, in order to effect the purposes of this Section. The CC&Rs shall be approved as to form by the City Attorney prior to recordation

#### SECTION 4. CITY OBLIGATIONS

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

4.2 Credits and Reimbursements. Landowner may, pursuant to this Agreement, be financing construction of certain improvements which would otherwise be paid for by the City or other parties and which serve other properties or which would be financed by existing City fees. City and Landowner and Longmeadow agree that, in consideration of the financing of such improvements by Landowner, and only where this Agreement explicitly so provides, Landowner shall be entitled to credits and reimbursement as follows:

4.2.1 Reimbursement by Third Parties. In the case of public road improvements which abut property or traverse through property owned by third persons, including the main access roadway on the eastern edge of the Property to be shared with the Walaire 44 property, and other public improvements which are oversized to benefit property owned by third persons, Landowner shall be entitled to receive a reimbursement from the benefited property's owner (and not the City) for the pro rata cost of the improvements which exceed Landowner's obligation. Reimbursement may be provided directly from the owner abutting such improvements or from a community facilities district or any such other infrastructure financing district if such a district is formed by or includes such properties and includes monies for the construction of said improvements.

City shall use its best efforts, to the extent City has the authority to do so, to impose the obligation to pay said reimbursement, as a condition of development of such benefited property, at the time such property owner requests a discretionary approval or other such entitlement from City for development of the benefited property whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of issuance of a permit for a grading, improvement or construction on the benefited property, recordation of a final parcel or subdivision map for the benefited property or receipt of funds from an infrastructure financing district that is formed by or includes such benefited property.

4.2.2 Reimbursable Hard Costs. The "hard costs" of construction to be reimbursed to Landowner by the City or a third party or to be paid by Landowner to any third party in accordance with the terms of this Agreement shall consist of the identifiable and commercially reasonable costs of the design, engineering and construction as actually incurred by Landowner or such third party for the reimbursable work.

4.2.3 Increased Amount of Reimbursements. In each case in which this Agreement provides that Developer is entitled to receive reimbursement for improvements from third parties other than the City, Developer shall be entitled to receive, or be obligated to pay, the reimbursement amount, increased according to the Construction Cost Index from the date that Developer incurred the reimbursable cost to the date of reimbursement.

4.2.4 Term for Credits and Reimbursements. If not otherwise terminated, City's obligation to provide any credits or to pay any reimbursements to Landowner that accrue hereunder shall terminate twenty (20) years after the effective date of this Agreement.

4.2.5 Not a Limitation. Nothing in the foregoing Section 4.2 shall be construed to limit Landowner from receiving, in consideration of the improvements to be constructed by Landowner hereunder, any other credits or reimbursements from City otherwise provided under then existing City policy, rule, regulation or ordinance.

#### 4.3 Applications for Permits and Entitlements.

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

4.3.2 Maps and Permits. Provided that the Services District has been or will at the time of the requested final approval be formed and authorized to levy the special tax against the applicable portion of the Property in accordance with Section 3.15 hereof, and further provided that Landowner is not in default under this Agreement, City shall not refrain from approving final residential lot subdivision maps nor shall it cease to issue building permits, certificates of occupancy or final inspections for development of the Property that is consistent with the Entitlements. The acceptance, review and approval of any application for a final residential lot subdivision map, final non-residential subdivision map or building permit may be conditioned upon the submission of a petition to form the Services District or annex the Property into the Services District, as applicable. Prior to such formation and/or annexation, City shall accept, for review, processing and approval, consistent with the Entitlements, applications for tentative residential lot and non-residential subdivision maps and for tentative and final large-lot subdivision or parcel maps consistent with the Parcels described for the Property.

City acknowledges that under Government Code Section 66452.6, the term of a tentative subdivision map will be automatically extended for a period of time where a subdivider is obligated to install certain improvements located outside the boundaries of the subdivision. In determining the term of any tentative subdivision map approved by the City for the Property, or any portion thereof, and without limiting the effect of any other provisions of the Government Code dealing with map extensions, the City agrees that the CFD Improvements described hereunder shall be treated as such off-site improvements for purposes of applying Section 66452.6 of the Government Code.

4.3.3 Personnel. Nothing in this Agreement shall be construed to require City to hire or retain personnel for the purposes of evaluating, processing or reviewing applications for permits, maps or other entitlements or for the design, engineering or construction of public

facilities in excess of those for which provision is made in the normal and customary budgeting process or fee schedules of City.

4.4 Subdivision Map Act Waiver. Notwithstanding any other provision of this Agreement, or of Sections 66452.1, 66452.2, 66456.2 and 66458, of the Government Code (or any successor or replacement statute), Landowner and Longmeadow expressly waive the time limits for review and approval by City of tentative subdivision maps to the extent that each such period does not exceed one hundred fifty (150) days beyond the time otherwise provided by law, unless Landowner and Longmeadow and City mutually agree to another time limit.

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

4.6 Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and Longmeadow and City intend that, except as otherwise provided herein, this Agreement shall vest the Entitlements against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Entitlements. Landowner and Longmeadow shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis and directly concerns a public health or safety issue, in which case City shall treat Landowner and Longmeadow in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue. By way of example only, an ordinance which precluded the issuance of a building permit because City had inadequate sewage treatment capacity to meet the demand therefor (either City-wide or in a designated sub-area of the City) would directly concern a public health issue under the terms of this paragraph and would support a denial of a building permit within the Property, so long as City were also denying City-wide or area-wide all other requests for building permits which require sewage treatment capacity. However, an attempt to limit the issuance of building permits because of a general increase in traffic congestion levels in the City would not directly concern a public health or safety issue under the terms of this paragraph.

4.7 Essence of Agreement. The foregoing Sections 2, 3 and 4 are of the essence of this Agreement.

## SECTION 5. DEFAULT, REMEDIES, TERMINATION

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

After notice and expiration of the thirty-day period, the other party to this Agreement at its option may institute legal proceedings pursuant to this Agreement or give notice of intent to terminate the Agreement pursuant to California Government Code Section 65868 and regulations of City implementing said Government Code Section. Following notice of intent to

terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City regulations implementing such Sections.

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

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

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

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

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

In the same manner prescribed in Section 9, the City shall deposit in the mail to Landowner and Longmeadow a copy of all staff reports and related exhibits concerning contract performance and, to the extent practical, at least ten (10) calendar days prior to any such periodic review. Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council or if the matter is referred to the Planning Commission before said Commission.

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

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

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

5.5 Effect of Termination. If this Agreement is terminated following any event of default of Landowner and Longmeadow or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by the City. Furthermore, no termination of this Agreement shall prevent Landowner and Longmeadow from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

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

## SECTION 6. HOLD HARMLESS AGREEMENT

Landowner and Longmeadow and their successors-in-interest and assigns, hereby agree to, and shall defend and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from the operations of Landowner, or of Landowner's contractors, subcontractors, agents, or employees under this Agreement, whether such operations be by Landowner, or by any of Landowner's contractors or subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Landowner and Longmeadow or Landowner's and Longmeadow contractors or subcontractors, unless such damage or claim arises from the negligence or willful misconduct of City. The foregoing indemnity obligation of Landowner shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by City. In addition to the foregoing indemnity obligation, Landowner and Longmeadow agree to and shall defend,

indemnify and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement, exclusive of any such actions brought by Landowner, its successors-in-interests or assigns. City acknowledges hereby that the foregoing liability of Landowner shall be limited to its interest in the Property and that neither Landowner and Longmeadow nor any of its partners, officers, shareholders, employees or agents shall have any personal liability therefor.

## SECTION 7. PROJECT AS A PRIVATE UNDERTAKING

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

## SECTION 8. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

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

## SECTION 9. GENERAL

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

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

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

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

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

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

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

## SECTION 10. NOTICES

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

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

Planning Director  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

With a copy to:

City Attorney  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678

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

John Mourier Construction, Inc.  
1830 Vernon Street, Suite 9  
Roseville, CA 95678  
Attention: John Mourier and Steven A. Schnable

With a copy to:

Sandberg, Lo Duca & Dellinger  
3300 Douglas Boulevard, Suite 365  
Roseville, CA 95661  
Attention: Marcus J. Lo Duca, Esq.

Notice required to be given to Longmeadow shall be addressed as follows:

Richard Griffen  
Roseville Technology Park Associates  
1504 Eureka Road, Suite 220  
Roseville, CA 95661

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

SECTION 11. ASSIGNMENT

From and after recordation of this Agreement against the Property, Landowner and Longmeadow shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit "K" and the conveyance of Landowner's interest in the Property related thereto, the assignor shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," or "Longmeadow" respectively, with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner or Longmeadow shall be subject to the prior written consent of the City Manager on behalf of the City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

SECTION 12. FORM OF AGREEMENT, EXHIBITS

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement consists of thirty-two (32) pages and thirteen (13) exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 4072, adopted by the Council of the City of Roseville on the 21st day of April, 2004, and the City Manager has caused this Agreement to be executed.

CITY OF ROSEVILLE,  
a municipal corporation

By: W. Craig Robinson  
W. Craig Robinson  
City Manager

ATTEST:


By: Sonia Orozco  
Sonia Orozco  
City Clerk

JOHN MOURIER CONSTRUCTION, INC.,  
a California corporation


By: John L. Mourier, III  
John L. Mourier, III  
President

ROSEVILLE TECHNOLOGY PARK  
ASSOCIATES, LLC, a California  
limited liability company  
By: Longmeadow Development Corporation  
its Manager  
By: Richard P. [Signature]  
Its: President

APPROVED AS TO FORM:

By:   
Mark J. Doane  
City Attorney

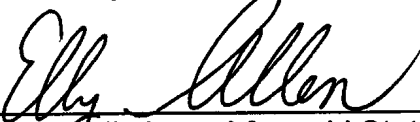
APPROVED AS TO SUBSTANCE:

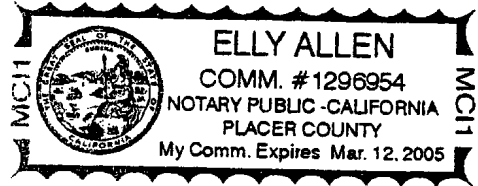
By:   
Paul Richardson  
Planning Director

STATE OF CALIFORNIA            )  
  :    ss.  
COUNTY OF PLACER            )

On this 17<sup>th</sup> day of June in the year of 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Craig Robinson, personally known to me 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 which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document: Development Agreement

Date of Document: June 21, 2004

Acknowledgment – All Purpose

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

} ss.

On June 7, 2004, before me, Carolyn A. Rupp,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard P. Griffin,  
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Carolyn A. Rupp  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

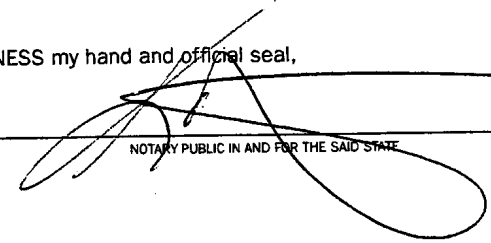
RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California  
COUNTY OF Placer }

On June 8, 2004 before me, Karen Headley  
personally appeared John L. Mounier III  
personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in 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.

WITNESS my hand and official seal,  
  
NOTARY PUBLIC IN AND FOR THE SAID STATE



- CAPACITY CLAIMED BY SIGNER**  
NAME OF PERSON(S) OR ENTITY(IES)
- INDIVIDUAL(S)
  - CORPORATE \_\_\_\_\_  
OFFICER(S) \_\_\_\_\_
  - PARTNER(S)
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - SUBSCRIBING WITNESS
  - GUARDIAN/CONSERVATOR
  - OTHER \_\_\_\_\_

**SIGNER IS REPRESENTING**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTENTION NOTARY:** Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT THE RIGHT:**

Title or Type of Document \_\_\_\_\_  
 Number of Pages \_\_\_\_\_  
 Date of Document \_\_\_\_\_  
 Signer(s) Other Than Named Above \_\_\_\_\_  
 \_\_\_\_\_

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.



## LIST OF EXHIBITS

Exhibit		
	"A-1"	-- Legal Description of the Property
	"A-2"	-- Diagram of the Property
Exhibit		
	"B-1"	-- Land Use Map for the Property
	"B-2"	-- Land Use Table
Exhibit "C"		-- Conceptual Trail Exhibit
Exhibit "D"		-- Roadway Section Exhibit
Exhibit "E"		-- Drainage Exhibit
Exhibit "F"		-- On-Site Water Lines Exhibit
Exhibit "G"		-- [Reserved]
Exhibit "H"		-- Sewer Lines
Exhibit "I"		-- Electrical Exhibit
Exhibit "J"		-- CFD Improvements
Exhibit "K"		-- Form of Assignment

Exhibit A-1  
Description of Landowner's Property

All that real property situate in the City of Roseville, County of Placer, State of California being a portion of Section 17 Township 11 North, Range 6 East, M.D.M. and as shown on that certain Parcel Map entitled, "Roseville Technology Park – Subdivision No. 97-07", filed for record in the office of the Recorder of said County in Book 30 of Parcel Maps, at Page 151, described as follows:

All of Lots 1, 2, 3, and 4 as shown on said Parcel Map.

Containing 99.8 acres more or less.

EXHIBIT 'A'

DIAGRAM OF LANDOWNER'S  
PROPERTY

(99.711 AC. ± OVERALL)

APN 017-115-086

(39.239 AC.±)

PARKSIDE DRIVE

APN 017-115-084

(14.273 AC.±)

APN 017-115-085

(24.481 AC.±)

TECHNOLOGY DRIVE

APN 017-115-083

(17.518 AC.±)

WOODCREEK OAKS BOULEVARD

BLUE OAKS BOULEVARD



**BAKER-WILLIAMS ENGINEERING GROUP**

Engineering / Surveying / Land Planning / Estimation / GIS Services  
2222 Redwood Blvd. Suite 200 - Concord, CA 94520  
(925) 321-4222 - fax (925) 321-4222 - info@bakerwilliams.com

SCALE: 1"=300'

JOB #: 02-11-142

DATE: Sep. 15, 03

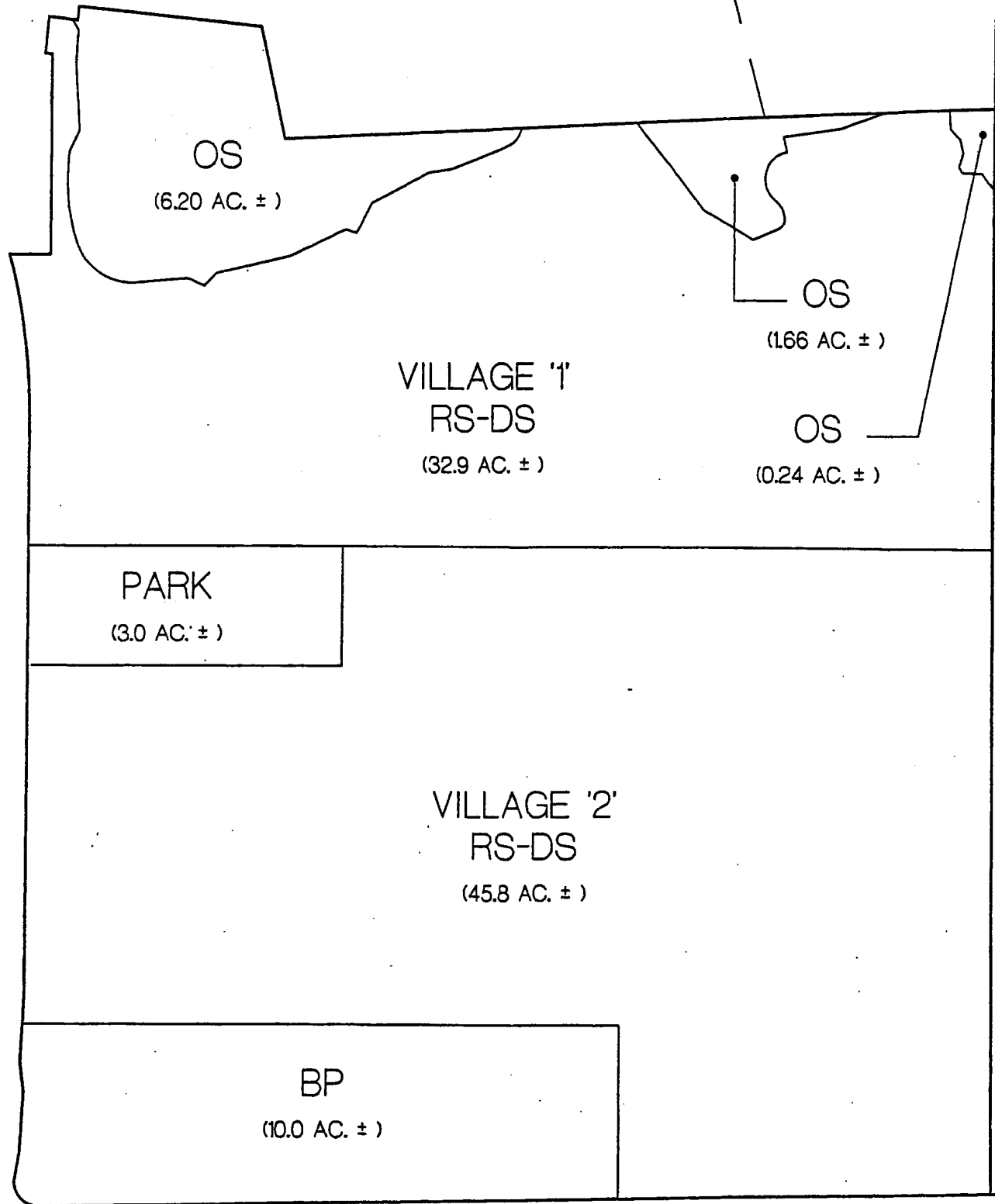
LONG MEADOW  
LANDOWNER'S DIAGRAM

CITY OF ROSEVILLE, CALIFORNIA

EXHIBIT 'B-1'



WOODCREEK OAKS BOULEVARD



BLUE OAKS BOULEVARD



**BAKER-WILLIAMS ENGINEERING GROUP**

Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services

6020 Rutland Drive, Suite 19 - Carmichael, CA. 95608  
(916) 331-4336 - fax (916) 331-4430 - office@bwengineers.com

SCALE: 1"=300'

JOB #: 02-11-142

DATE: Oct. 29, 03

**LONG MEADOW  
LAND USE EXHIBIT**

CITY OF ROSEVILLE, CALIFORNIA

## EXHIBIT B-2

### Longmeadow

#### Land Use by Parcel Table without School Site

<u>Parcel</u>	<u>Zoning</u>	<u>Land Use</u>	<u>Density</u>	<u>Acres</u>	<u>Units</u>
Village 1	RS-DS	LDR	4.4	32.9	144
Village 2	RS-DS	MDR	8.7	45.8	400
BP	Bus/Pro	BP		10.0	
Park 1	P/R	Park		3.0	
OS	O/S	Open Space		<u>8.1</u>	
				99.8	544

#### Alternative Land Use by Parcel Table with School Site

<u>Parcel</u>	<u>Zoning</u>	<u>Land Use</u>	<u>Density</u>	<u>Acres</u>	<u>Units</u>
Village 1	RS-DS	LDR	4.4	32.9	144
Village 2	RS-DS	MDR	8.5	38.4	328
School Site	P/QP	Elementary School		7.4	
BP	Bus/Pro	BP		10.0	
Park 1	P/R	Park		3.0	
OS	O/S	Open Space		<u>8.1</u>	
				99.8	472

# EXHIBIT 'C'

BIKE TRAIL

OPEN SPACE

OPEN SPACE

OPEN SPACE  
PROPOSED  
BIKE TRAIL  
OPEN SPACE

PROPOSED BIKE TRAIL

WOODCREEK OAKS BOULEVARD

NEW MEADOW DRIVE

BLUE OAKS BOULEVARD



**BAKER-WILLIAMS ENGINEERING GROUP**

Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
6020 Rutland Drive, Suite 18 - Carmichael, CA. 95608  
(916) 331-4336 - fax (916) 331-4430 - office@bweengineers.com

SCALE: 1"=300'

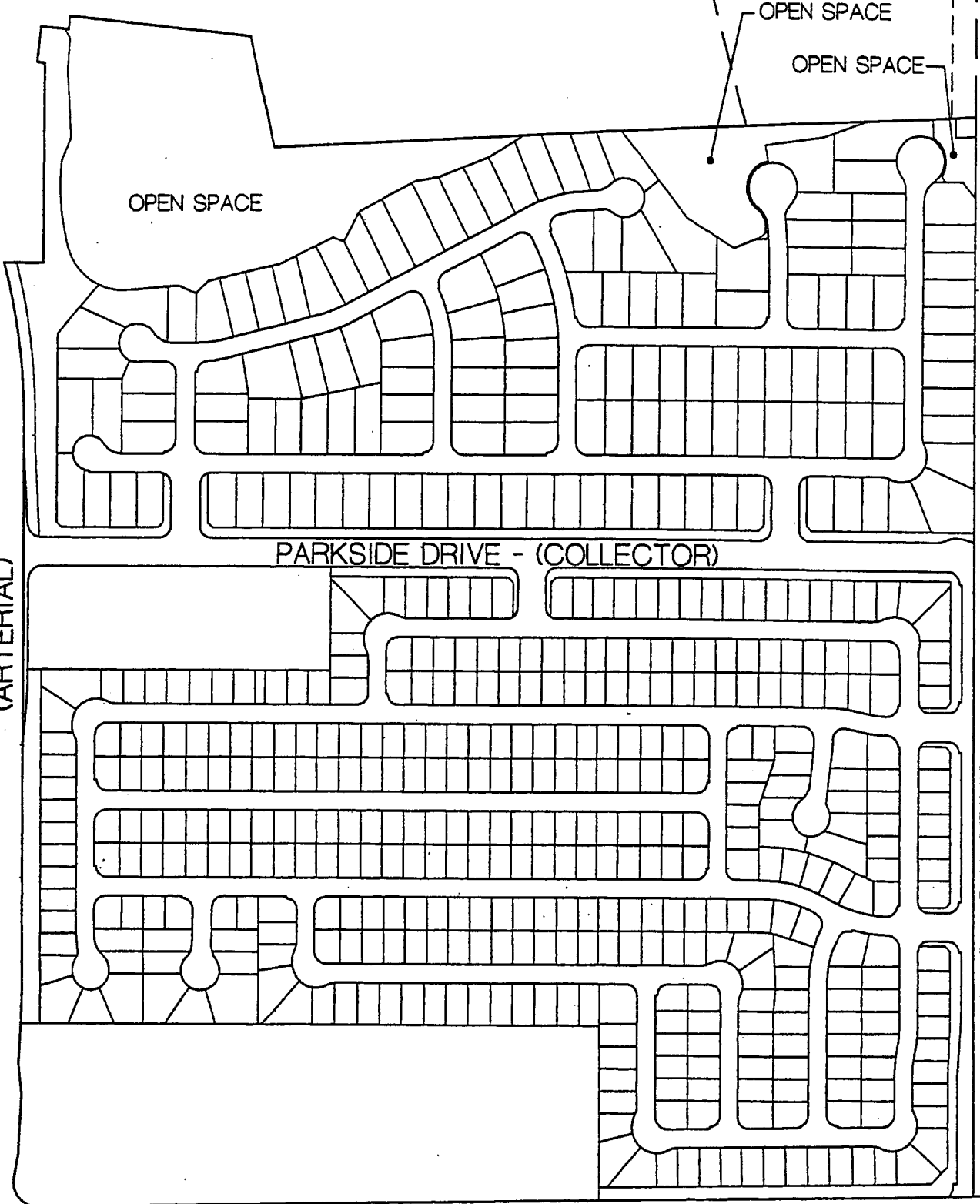
JOB #: 02-11-142

DATE: Sep. 15, 03

**LONG MEADOW  
CONCEPTUAL TRAIL EXHIBIT**

CITY OF ROSEVILLE, CALIFORNIA

# EXHIBIT 'D'



WOODCREEK OAKS BOULEVARD  
(ARTERIAL)

PARKSIDE DRIVE - (COLLECTOR)

NEW MEADOW DRIVE  
(COLLECTOR)

**BW** BAKER-WILLIAMS ENGINEERING GROUP  
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
6020 Rutland Drive, Suite 19 - Carmichael, CA. 95606  
(916) 331-4336 - fax: (916) 331-4430 - office@bwengineers.com

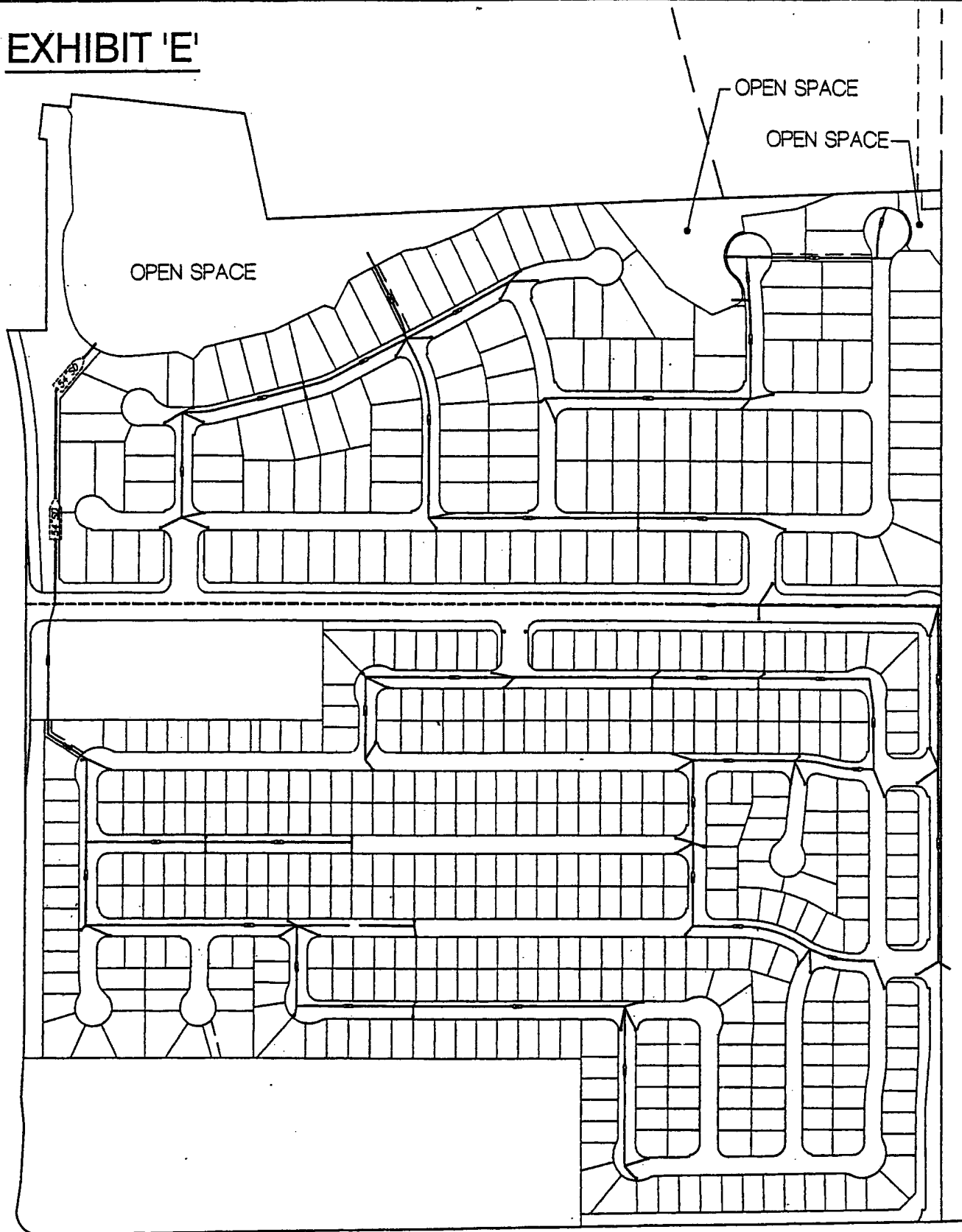
SCALE: 1"=300'  
JOB #: 02-11-142  
DATE: Oct. 29, 03

LONG MEADOW  
ROADWAY PLAN  
CITY OF ROSEVILLE, CALIFORNIA

# EXHIBIT 'E'



WOODCREEK OAKS BOULEVARD



BLUE OAKS BOULEVARD



**BAKER-WILLIAMS ENGINEERING GROUP**

Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
6020 Rutland Drive, Suite 18 - Carmichael, CA. 95608  
(916) 331-4336 - fax (916) 331-4430 - office@bwengineers.com

SCALE: 1"=300'

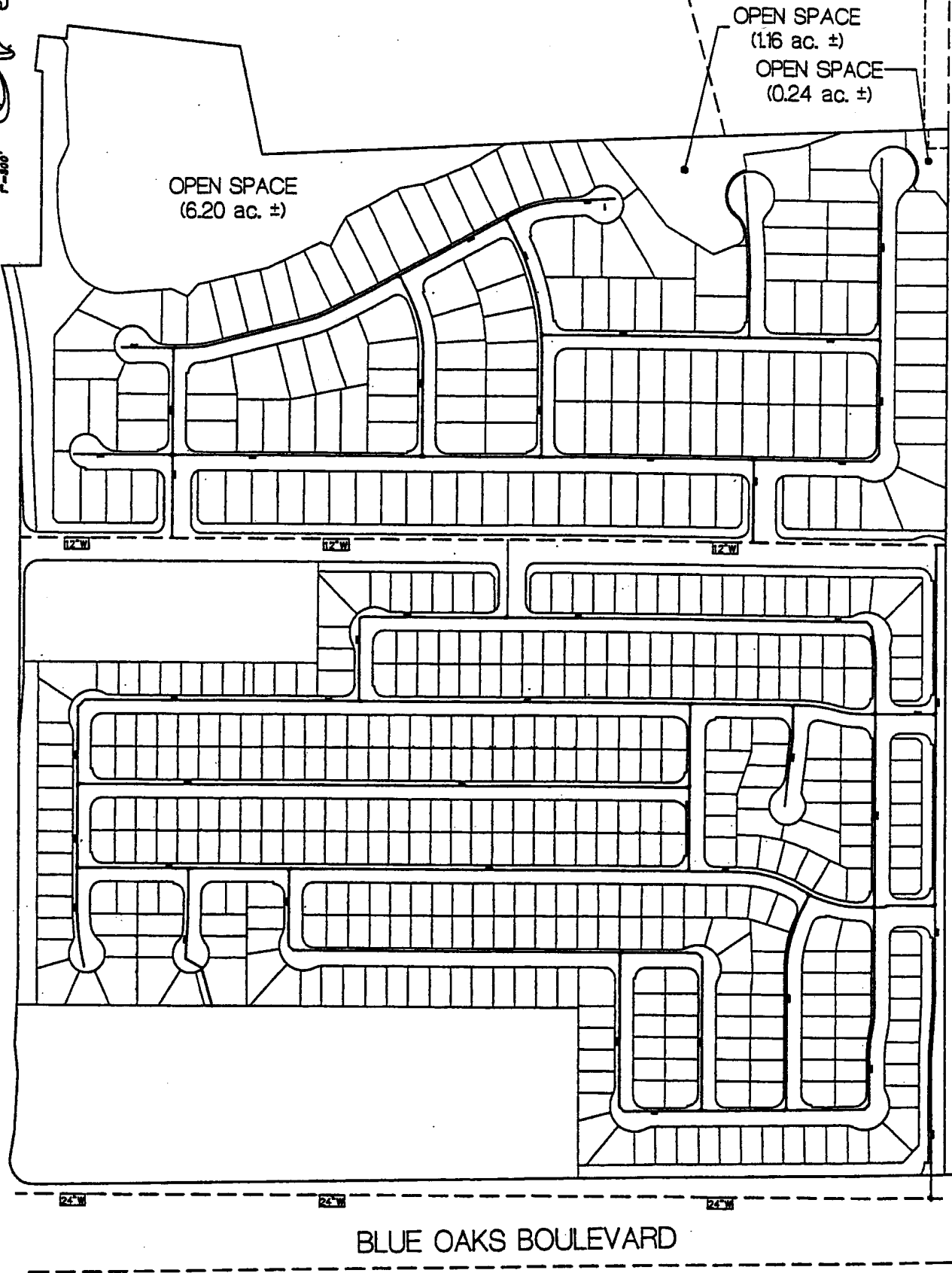
JOB #: 02-11-142

DATE: Oct. 29, 03

**LONG MEADOW  
DRAINAGE PLAN**

CITY OF ROSEVILLE, CALIFORNIA

# EXHIBIT 'F'



WOODCREEK OAKS BOULEVARD

BLUE OAKS BOULEVARD



**BAKER-WILLIAMS ENGINEERING GROUP**  
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
8020 Rutland Drive, Suite 18 - Carmichael, CA, 95608  
(916) 331-4336 - fax (916) 331-4430 - office@bweengineers.com

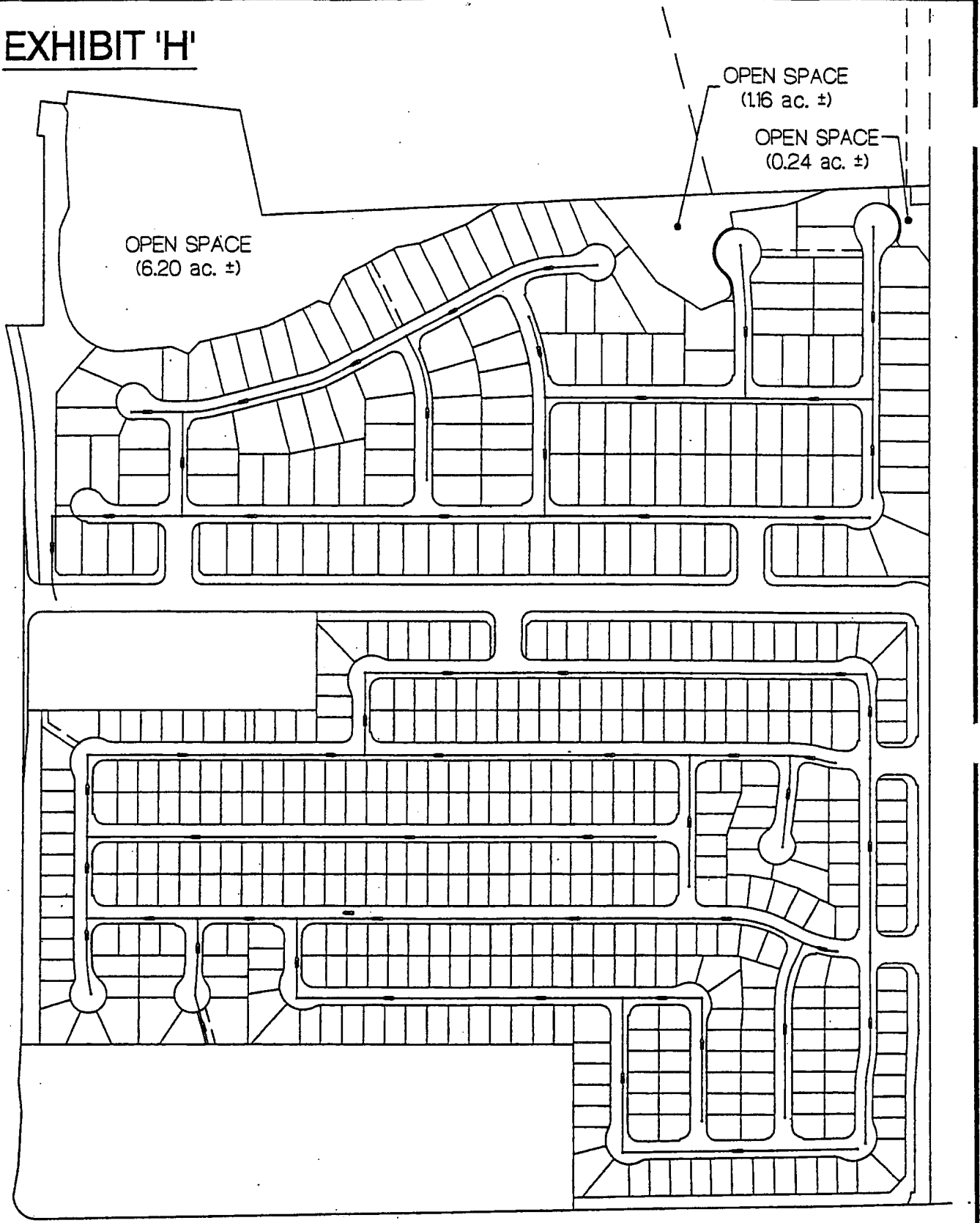
SCALE: 1"=300'  
JOB #: 02-11-142  
DATE: Oct. 29, 03

**LONG MEADOW  
WATER PLAN**  
CITY OF ROSEVILLE, CALIFORNIA

# EXHIBIT 'H'



WOODCRELK OAKS BOULEVARD



OPEN SPACE  
(6.20 ac. ±)

OPEN SPACE  
(1.16 ac. ±)

OPEN SPACE  
(0.24 ac. ±)

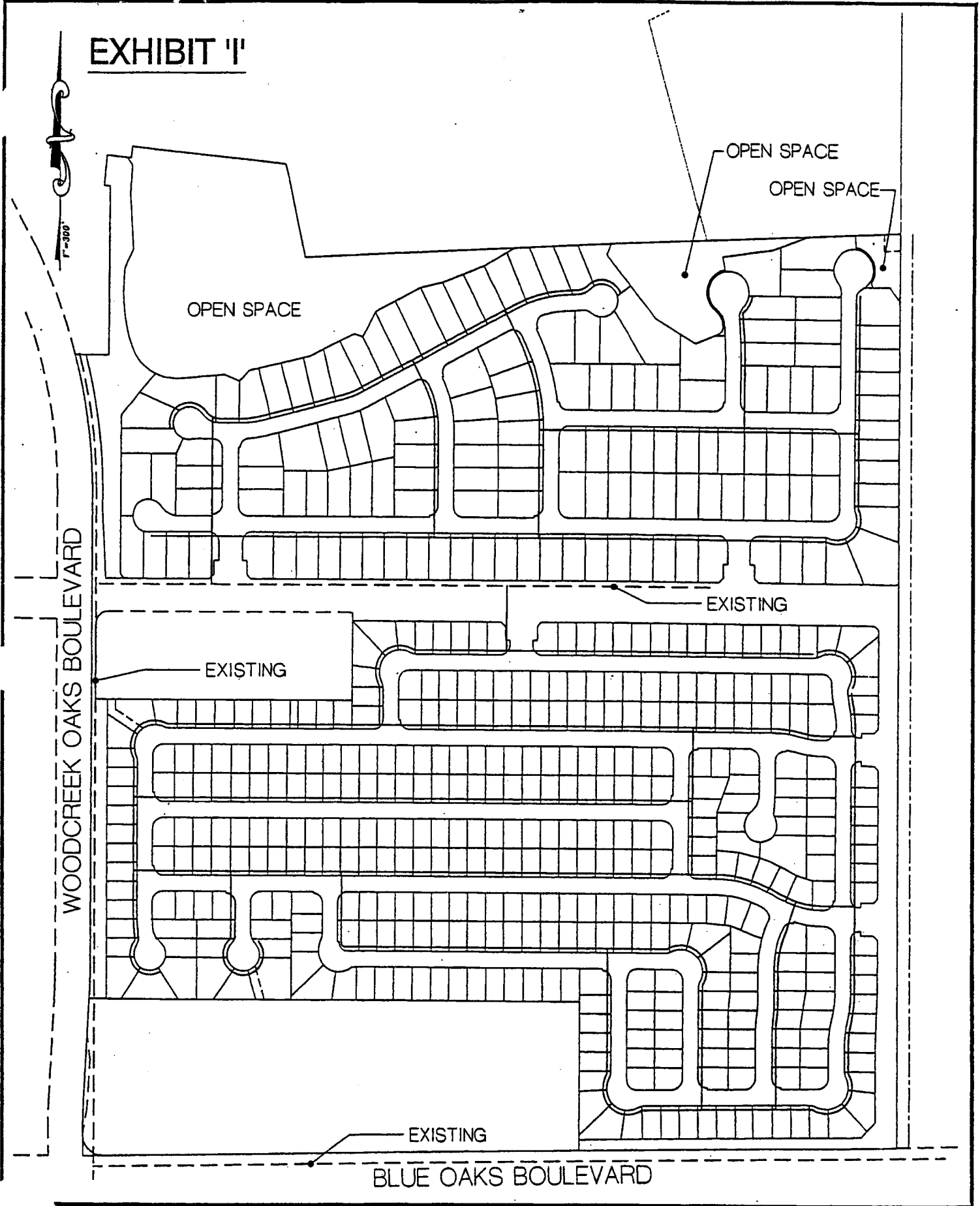
BLUE OAKS BOULEVARD

**BW** BAKER-WILLIAMS ENGINEERING GROUP  
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
8020 Rutland Drive, Suite 19 - Carmichael, CA. 95608  
(916) 331-4336 - fax (916) 331-4430 - office@bweengineers.com

SCALE: 1"=300'  
JOB #: 02-11-142  
DATE: 03/26/04

LONG MEADOW  
SEWER PLAN  
CITY OF ROSEVILLE, CALIFORNIA

# EXHIBIT 'I'



**BAKER-WILLIAMS ENGINEERING GROUP**  
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
8020 Rutland Drive, Suite 19 - Carmichael, CA. 95608  
(916) 331-4336 - fax (916) 331-4430 - office@bwengineers.com

SCALE: 1"=300'

JOB #: 02-11-142

DATE: Sep. 16, 03

## LONG MEADOW ELECTRICAL PLAN

CITY OF ROSEVILLE, CALIFORNIA

**EXHIBIT "J"**  
**CFD IMPROVEMENTS**

**CFD FACILITIES**

**ROADS**

**Woodcreek Oaks Boulevard**

- Frontage improvements along the portion of the current alignment for Woodcreek Oaks Boulevard adjacent to the Plan Area, consisting of curb, gutter, 18 feet of pavement, streetlights, utilities and ancillary improvements.

**Collector Streets**

- Curb, gutter, pavement, streetlights, utilities, and ancillary improvements for any Collectors.
- Intersection improvements (excluding signals, but including conduit and sleeves therefore) as required by the City for the intersection of Blue Oaks Boulevard and New Meadow Drive.

**Additional Improvements**

- At Landowner's option, the CFD may include financing for sidewalk for some or all of the above Collector Streets.
- At Landowner's option, the CFD may include financing for masonry walls and landscaping along some or all of the above roads.

**DRAINAGE**

**Master Drainage Plan**

- Storm drain mains required by the Master Drainage Plan and laterals located within the above-described road improvements.

**WATER**

**Water Study**

- All on-site improvements to the water system required by the Water Study, as generally shown on Exhibit "F" of this Agreement.

**SEWER**

**Master Wastewater Plan**

- All on-site improvements to the sewer system required by the Master Wastewater Plan, as generally shown on Exhibit "H" to this Agreement.

**ELECTRIC FACILITIES**

- All on-site and off-site electric distribution facilities identified in Exhibit "T" of this Agreement, including decorative street lighting along Collectors within the Property.

**PARK FACILITIES**

- Park facilities if developed as turn-key park.

- Trail improvements.
- Supplemental landowner financing.
- MITIGATION COSTS
  - Wetland or other environmental mitigation costs related to any public improvement to be installed within the Plan Area, including without limitation, preserve fencing.
- MISCELLANEOUS IMPROVEMENTS
  - \$1,190 per unit for City.
  - The following building permit fees paid and/or payable within the Property, to be financed from excess special tax revenues and from any excess bond proceeds, subject to approval of the City Finance Director: community benefit fee; fire station in-lieu fee; water fees; affordable housing in-lieu fee; sewer connection fees; traffic mitigation fee; park fees; in-lieu park and open space component fees; and the Public Facility Fee collected by the City for Placer County.
  - Landowner's fair share for the update, if needed, of the City's Bikeway Master Plan and City's Short Range and Long Range Transit Master Plans.

EXHIBIT "K"

WHEN RECORDED, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn:

\_\_\_\_\_  
\_\_\_\_\_

ASSIGNMENT AND ASSUMPTION AGREEMENT  
RELATIVE TO LONGMEADOW

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between JOHN MOURIER CONSTRUCTION, INC., a California corporation (hereinafter "Developer"), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter "Assignee").

RECITALS

A. On \_\_\_\_\_, 200\_\_\_, the City of Roseville and Developer entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and John Mourier Construction, Inc. Relative to the Development Known As the Longmeadow Property (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Placer County on \_\_\_\_\_, 200\_\_\_, as Instrument No. 200 - \_\_\_\_\_.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

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

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

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

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

DEVELOPER:  
JOHN MOURIER CONSTRUCTION, INC.,  
a California corporation

By: \_\_\_\_\_  
John L. Mourier, III  
President

ASSIGNEE:

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

ORDINANCE NO. 4072

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
ADOPTING A DEVELOPMENT AGREEMENT REGARDING THE LONGMEADOW  
PROPERTY (NORTH INDUSTRIAL PLANNING AREA),  
AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Development Agreement with John Mourier Construction, and Roseville Technology Park Associates, LLC.

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

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

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

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

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

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three 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 21st day of April, 2004, by the following vote on roll call:

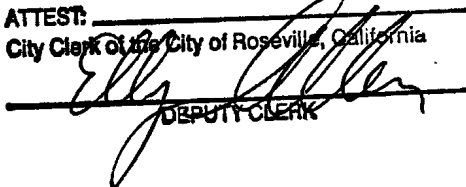
AYES            COUNCILMEMBERS:    John Allard, Jim Gray, Gina Garbolino, Rocky Rockholm  
NOES            COUNCILMEMBERS:    Richard Roccucci  
ABSENT        COUNCILMEMBERS:    None

  
MAYOR

ATTEST:

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

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

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

Ord 4072

531

